



Regular Meeting Agenda July 24, 2018

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

Chad P. Wanke
Mayor

Rhonda Shader
Mayor Pro Tem

Craig S. Green
Councilmember

Ward L. Smith
Councilmember

Jeremy B. Yamaguchi
Councilmember

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 HOUSING SUCCESSOR AGENCY TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING AGENDA - CLOSED SESSION
July 24, 2018
5:00 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER:

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

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.

1. Pursuant to Government Code Section 54956.9(d)(2):
CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation
Significant exposure to litigation: (3 Cases)

2. PURSUANT TO GOVERNMENT CODE SECTION 54956.9(D)(1):
CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Name of Case: LBC Irwindale, LLC vs City of Placentia;
Case 30-2017-00961052-CU-MC-CJC)

3. Pursuant to Government Code Section 54956.8
CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Property: 207-209 W. Crowther Avenue
Agency Negotiator: Damien R. Arrula, City Administrator
Negotiating Parties: USA Properties
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.

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL AS HOUSING SUCCESSOR AGENCY TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING AGENDA
July 24, 2018
7:00 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER:

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

INVOCATION: Chaplain Gary Drabek

PLEDGE OF ALLEGIANCE:

PRESENTATION:

- a. **Presentation to Senator Josh Newman in recognition of his service to the City of Placentia.**

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 2017-18 Register for July 24, 2018**
Check Register
Fiscal Impact: \$461,356.31

City Fiscal Year 2018-19 Register for July 24, 2018
Check Register

Fiscal Impact: \$439,254.83

Electronic Disbursement Register

Fiscal Impact: \$486,873.60

Recommended Action: It is recommended that the City Council:

- 1) Receive and file.

1.c. **Declaration of Surplus Property**

Fiscal Impact: Revenue Realized from the Sale of Surplus Property will be Deposited into the City Equipment Replacement Fund

Recommended Action: It is recommended that the City Council:

- 1) Declare the eleven (11) vehicles listed in this report as surplus property; and
- 2) Authorize the City Administrator or his designee to execute the necessary documents to dispose of these vehicles through a public auction; and
- 3) Direct Staff to deposit the auction proceeds into the City Equipment Replacement Fund.

1.d. **Professional Services Agreements for Supplemental Private Development Plan Check Services**

Fiscal Impact: Expense: \$225,000 Professional Engineering Services
Revenue: \$225,000 Pass-Through Cost 100% Covered by the Applicants
No General Fund Dollars Will Be Used on This Project

Recommended Action: It is recommended that the City Council:

- 1) Award Professional Services Agreements for not-to-exceed amounts of \$75,000 each to HR Green Pacific, Inc., Infrastructure Engineers Inc., and Transtech Engineers, Inc. for On-Call Plan Check Services for Private Development for a term ending July 1, 2021; and
- 2) Authorize the City Administrator to approve contract change orders up to 10% of the contract amount, or \$7,500 to each consultant; and
- 3) Authorize the City Administrator and/or his designee to execute all the necessary documents, in a form approved by the City Attorney.

1.e. **Second Reading of Ordinance No. O-2018-06 Adopting Zoning Code and Specific Plan Amendment (ZCA) No. 2017-09 Amending Placentia Municipal Code Chapter 23.107 Entitled "Specific Plan 7", Amending the East Placentia Specific Plan (SP-7) Design Guidelines and Development Standards, and Amending the SP-7 Land Use Map for the Project Area.**

Fiscal Impact: Revenue: \$1,046,941 Development Impact Fees
Additional One-Time \$250,000 to Be Provided by the Project Developer to Be Earmarked for the Costs Associated with the Maintenance and Repair of the City's Public Park System and an Additional One-Time \$100,000 to Be Earmarked for the Costs with Re-Landscaping the Public Right-Of-Way Adjacent to the Project Site

Recommended Action: It is recommended that the City Council:

- 1) Waive full reading, by title only, and adopt Ordinance No. O-2018-06, An Ordinance of the City Council of the City of Placentia, California, Amending Placentia Municipal Code Chapter 23.107 Entitled "Specific Plan 7" (SP-7) and Amending the East Placentia Specific Plan (SP-7) Design Guidelines and Development Standards Section 4.2.2 Entitled "Residential Site Development Standards" and Land Use Map for the Project Area, from An Underlying Land Use Designation of "Commercial" (C) to An Underlying Designation of Both "Commercial" (C) and "Medium Density Residential" (M).

1.f. **Eagle Scout Service Project for Cabinet Replacement in the Police Department Copy Room**

Fiscal Impact: None: All Funds for the Project are Raised Through Private Donations

Recommended Action: It is recommended that the City Council:

- 1) Approve the Eagle Scout Service Project for Placentia Police Department Records Bureau; and
- 2) Authorize in-house Staff support for this youth service project; and
- 3) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

1.g. **Purchase of Compressed Natural Gas Aerial Lift Truck for Public Works Department**

Fiscal Impact: Expense: \$155,703.28 Aerial Lift Truck Purchase
Budgeted: \$ 43,060.00 FY 2018-19 General Fund
\$ 76,000.00 FY 2018-19 Air Quality Fund
\$ 36,643.28 FY 2018-19 Public Works Dept. Budget

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. R-2018-48, A Resolution of the City Council of the City of Placentia, California Authorizing a Budget Amendment in Fiscal Year 2018-19 in Compliance with City Charter of the City of Placentia §§ 1206 and 1209 Pertaining to Appropriations for Actual Expenditures; and
- 2) Approve the purchase of one (1) Altec Model AT37 G Articulating Telescopic Aerial through the National Joint Powers Alliance (NJPA) Contract No. 012418-ALT, for an amount not-to-exceed \$155,703.28; and
- 3) Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

1.h. **Establishment of Military Banner Recognition Program**

Fiscal Impact: None: All Funds for the Project are Paid by the Individual Banner Applicant

Recommended Action: It is recommended that the City Council:

- 1) Approve the Military Banner Recognition Program; and
- 2) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

2. PUBLIC HEARINGS:

2.a. **Zoning Code Amendment 2018-02 Amending Chapter 23.90 of Title 23 (Zoning) of the Placentia Municipal Code Pertaining to the Regulation of Temporary Signs and Political Signs**

Fiscal Impact: No Fiscal Impacts Are Anticipated with the Review of This Ordinance

Recommended Action: It is recommended that the City Council:

- 1) Open the Public Hearing concerning Zoning Code Amendment 2018-02; and
- 2) Receive the Staff Report, consider all public testimony, ask questions of Staff and
- 3) Close the Public Hearing; and
- 4) Find that adoption of Zoning Code Amendment No. 2018-02 is exempt from environmental review pursuant to the provisions of the California Environmental Quality Act (CEQA), Section 15061(b)(3) in that the proposed Code Amendments are not expected to create a negative impact on the physical environment and it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment; and
- 5) Waive full reading, by title only, and introduce for first reading Ordinance No. O-2018-07, an Ordinance of the City Council of the City of Placentia, California, Amending Placentia Municipal Code Chapter 23.90 Regarding Signs.

HOUSING SUCCESSOR AGENCY

2.b. Public Hearing and Consideration for the Disposition of Real Property Consisting of a Single Parcel Located at 229 South Main Street (APN 339-364-18) Owned by the City of Placentia Housing Successor Agency Where the Net Sales Proceeds Funds Will Be Deposited with the City of Placentia Housing Successor Agency

Fiscal Impact: Expense: \$ 17,000 Brokerage Services and 33433 Report
Offsetting Revenue: \$340,000 Sale of Property
No General Fund Dollars Will Be Used on This Project

Recommended Action: It is recommended that the Housing Successor Agency Board:

- 1) Open the Public Hearing concerning the disposition of real property consisting of a single parcel located at 229 South Main Street; and
- 2) Receive the Staff Report, consider all public testimony, ask questions of Staff and
- 3) Close the Public Hearing; and
- 4) Approve Resolution HSA-2018-01, A Resolution of the City Council of the City of Placentia, California, Acting as the Housing Successor Agency to the Placentia Redevelopment Agency of the City of Placentia Making Findings Pursuant to Health and Safety Code Section 33433 and Approving a Purchase and Sale Agreement and Joint Escrow Instructions with Santana Investors, LLC for Real Property located at 229 South Main Street and Authorizing the Sale of Property in Connection Therein; and
- 5) Approve the Purchase and Sale Agreement and Joint Escrow Instructions with Santana Investors, LLC for Real Property located at 229 South Main Street; and
- 6) Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

3. REGULAR AGENDA:

3.a. Resolution Proposing and Submitting to the Voters at the General Municipal Elections to Be Held on November 6, 2018, a Proposal to Adopt an Initiative Ordinance Establishing a Local One Cent Transactions (Sales) and Use Tax, Directing the City Attorney to Prepare an Impartial Analysis, and Authorizing and Setting Deadlines for the Filing of Arguments For or Against the Ballot Measure

Fiscal Impact: If Enacted by Voters, Generates Approximately \$5,000,000 in Locally Controlled Revenue Not Subject to Seizure by the State

Recommended Action: It is recommended that the City Council:

- 1) Approve Resolution No. R-2018-49, A Resolution of the City Council of the City of Placentia, California Proposing and Submitting to the Voters at the General Municipal Election to be Held on November 6, 2018, a Proposal to Adopt an **Ordinance Establishing a Local, One Cent Transactions and Use ("Sales") Tax;** Directing the City Attorney to Prepare an Impartial Analysis; and Authorizing and Setting Deadlines for the Filing of Arguments For or Against the Ballot Measure; and
- 2) Waive full reading, by title only, and introduce for first reading Ordinance No. O-2018-XX, An Ordinance of The City of Placentia, California Enacting a Local Transactions and **Use Tax ("Sales Tax")** to Be Administered by The California Department of Tax and Fee Administration, Subject to Adoption by The Electorate; and
- 3) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

3.b. **Appointments to Fill Vacancies on Financial Audit Oversight Committee and Heritage Committee**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Make the necessary appointments to fill the vacancies listed below:
 - a. One (1) vacancy on the Financial Audit Oversight Committee
 - b. One (1) vacancy on the Heritage Committee; and
- 2) Direct Staff to continue the Commission and Committee Application/Recruitment process for any remaining vacancies and present to City Council in September for consideration of appointments.

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.

Adjourned in Memory of

Foster J. Ruppert, Former Traffic Safety Commissioner

ADJOURNMENT:

The City Council/Successor Agency/ICDA Agency Board of Directors will adjourn to Tuesday, August 7, 2018 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:

- Renew Agreement with HdL for Sales Tax Services
- Public Safety CFD, LMD & SLD Property Annexation
- 2nd Reading of Ordinance Regarding Zoning Code Amendment Pertaining to Temporary Signs

CERTIFICATION OF POSTING

I, Rosanna Ramirez, Director of Administrative Services 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 24, 2018 meetings of the City Council, Successor Agency, and Industrial Commercial Development Authority was posted on July 19, 2018.

Rosanna Ramirez, Director of Administrative Services

**City of Placentia
Check Register**

For 07/24/2018
FY 17/18

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
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Grand Total: 461,356.31

Check Totals by ID

AP	461,356.31
EP	0.00
IP	0.00
OP	0.00

Fund Name

Check Totals by Fund

101-General Fund (0010)	144,403.16
208-Scssr Agency Ret Oblg (0054)	1,287.90
227-Explorer Grant (NOC Pub Sfty)	8,431.50
228-NOC-Public Safety Grant(0061)	3,936.54
265-Landscape Maintenance (0029)	1,552.69
275-Sewer Maintenance (0048)	1,730.19
401-City Capital Projects (0033)	127,947.68
501-Refuse Administration (0037)	1,044.53
605-Risk Management (0040)	158,266.42
701-Special Deposits (0044)	12,755.70

Void Total: 0.00
Check Total: 461,356.31

Check Total: 461,356.31

Funds will be transferred from the Cash Basis Fund as needed to fund the warrants included on this warrant register

**City of Placentia
Check Register
For 07/16/2018**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	LEON, LUCIANO V010896	PHOTO CONTEST AWARD	0044-2057 Cultural Arts	AP070918	250.00	07032018		00098351	07/09/2018
					Check Total:	250.00			
MW OH	MATYUCH, JILL RENEE V010897	PHOTO CONTEST AWARD	0044-2057 Cultural Arts	AP070918	250.00	07032018		00098352	07/09/2018
					Check Total:	250.00			
MW OH	PLACENTIA, CITY OF V000782	MAY WORKERS COMP CLAIMS	404580-5165 Workers' Compensation Claims	AP070918	52,079.32	050118-053118		00098353	07/09/2018
					Check Total:	52,079.32			
MW OH	AARDVARK V000002	GASKET, DISK VALVE	103041-6301 Special Department Supplies	AP071018	145.58	ISTD-18044		00098395	07/12/2018
MW OH	AARDVARK V000002	PSTF VEST POUCHES	613041-6360 Uniforms	AP071018	1,862.56	ISTD-18053		00098395	07/12/2018
					Check Total:	2,008.14			
MW OH	ADAMS FERRONE & V010904	LEGAL SETTLEMENT - MALONE	404582-6210 Liability Claims	AP071018	53,000.00	8:16CV01420AG		00098396	07/12/2018
					Check Total:	53,000.00			
MW OH	ADVANTAGE POLICE SUPPL V010899	FUSH-TO-TALK COMMS - SWAT	103041-6301 Special Department Supplies	AP071018	1,485.20	18-0704		00098397	07/12/2018
					Check Total:	1,485.20			
MW OH	AFTERMATH SERVICES LLC V009949	BIO-HAZARD CLEANING SVS	103043-6099 Professional Services	AP071018	245.00	JC2018-0157		00098398	07/12/2018
					Check Total:	245.00			
MW OH	AINLEY, JONATHON V010888	PPOA LIQUIDATED DAMAGES	404582-6210 Liability Claims	AP071018	95.50	062818		00098399	07/12/2018
					Check Total:	95.50			
MW OH	ALBERT GROVER & V007111	MAY TRAFFIC SAFETY STUDY	333552-6185 / 68006-6185 Construction Services	AP071018	12,670.00	18308-IN	P11261	00098400	07/12/2018
					Check Total:	12,670.00			

City of Placentia
Check Register
For 07/16/2018

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
MW OH	ALCALA, JASON R V010881	PPOA LIQUIDATED DAMAGES	404582-6210 Liability Claims	AP071018	35.12 062818		00098401	07/12/2018
					Check Total:	35.12		
MW OH	ALL CITY MANAGEMENT V000005	6/3-16 CROSSING GUARD SVS	103047-6290 Dept. Contract Services	AP071018	2,841.30 55514	P11103	00098402	07/12/2018
					Check Total:	2,841.30		
MW OH	AMSTERDAM PRINTING V003152	REC MARKETING MATERIALS	104071-6301 Special Department Supplies	AP071018	601.32 6012294		00098403	07/12/2018
					Check Total:	601.32		
MW OH	ANDERSON, CHRISTOPHER V010869	PPOA LIQUIDATED DAMAGES	404582-6210 Liability Claims	AP071018	223.21 062818		00098404	07/12/2018
					Check Total:	223.21		
MW OH	BARTEL ASSOCIATES LLC V010901	MAY OPEB VALUATION	102020-6099 Professional Services	AP071018	256.30 18-535		00098405	07/12/2018
					Check Total:	256.30		
MW OH	BORNSTEIN, IRWIN V010388	JUNE FINANCIAL CONSULTING SVS	547525-6099 Professional Services	AP071018	1,050.00 281	P11311	00098406	07/12/2018
MW OH	BORNSTEIN, IRWIN V010388	JUNE FINANCIAL CONSULTING SVS	484356-6099 Professional Services	AP071018	350.00 281	P11311	00098406	07/12/2018
MW OH	BORNSTEIN, IRWIN V010388	JUNE FINANCIAL CONSULTING SVS	374386-6099 Professional Services	AP071018	490.00 281	P11311	00098406	07/12/2018
MW OH	BORNSTEIN, IRWIN V010388	JUNE FINANCIAL CONSULTING SVS	102020-6099 Professional Services	AP071018	4,935.00 281	P11311	00098406	07/12/2018
MW OH	BORNSTEIN, IRWIN V010388	JUNE FINANCIAL CONSULTING SVS	296561-6099 Professional Services	AP071018	175.00 281	P11311	00098406	07/12/2018
					Check Total:	7,000.00		
MW OH	CALIFORNIA FORENSIC V000232	JUNE BLOOD DRAWS	103040-6055 Medical Services	AP071018	1,070.00 06.30.18	P11117	00098407	07/12/2018
					Check Total:	1,070.00		

**City of Placentia
Check Register
For 07/16/2018**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	CALIFORNIA NEWSPAPER V009955	JUNE LEGAL ADVERTISING	101002-6225 Advertising/Promotional	AP071018	6,383.88	0000391924		00098408	07/12/2018
					Check Total:	6,383.88			
MW OH	CALIFORNIA STATE V010097	JUNE LIVE SCAN PROCESSING	101512-6099 Professional Services	AP071018	396.00	ASR16675		00098409	07/12/2018
					Check Total:	396.00			
MW OH	CANON FINANCIAL SERVICES V008867	MAY COPIER USAGE	109595-6175 Office Equipment Rental	AP071018	4,230.00	18727093		00098410	07/12/2018
MW OH	CANON FINANCIAL SERVICES V008867	APRIL COPIER USAGE	109595-6175 Office Equipment Rental	AP071018	262.62	18727094		00098410	07/12/2018
					Check Total:	4,492.62			
MW OH	CARL WARREN & CO V008011	JUNE LIABILITY ADMIN SVS	404582-6025 Third Party Administration	AP071018	1,541.66	1847433		00098411	07/12/2018
					Check Total:	1,541.66			
MW OH	CBE V008124	JUNE COPIER USAGE	109595-6175 Office Equipment Rental	AP071018	33.10	IN2030942		00098412	07/12/2018
					Check Total:	33.10			
MW OH	CITY OF BREA V000125	PRINTING SVS BUSINESS CARDS	103040-6230 Printing & Binding	AP071018	31.79	ASCS000011		00098413	07/12/2018
MW OH	CITY OF BREA V000125	PRINTING SVS BUSINESS CARDS	101511-6315 Office Supplies	AP071018	30.54	ASCS000744		00098413	07/12/2018
MW OH	CITY OF BREA V000125	PRINTING SVS - BLDG FORMS	102534-6230 Printing & Binding	AP071018	316.58	ASCS000745		00098413	07/12/2018
MW OH	CITY OF BREA V000125	PRINTING SVS - BLDG FORMS	102532-6315 Office Supplies	AP071018	19.55	ASCS000745		00098413	07/12/2018
MW OH	CITY OF BREA V000125	PRINTING SVS - BLDG FORMS	103046-6301 Special Department Supplies	AP071018	75.29	ASCS000745		00098413	07/12/2018
					Check Total:	473.75			
MW OH	CITY OF LA HABRA	4TH QTR COURT LIAISON SVS	103043-6290	AP071018	7,753.75	LH 18-304-AR	P11128	00098414	07/12/2018

**City of Placentia
Check Register
For 07/16/2018**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000600		Dept. Contract Services						
				Check Total:	7,753.75				
MW OH	CITY OF PLACENTIA V000773	MISC SUPPLIES	101001-6301 Special Department Supplies	AP071018	23.48	062818		00098415	07/12/2018
MW OH	CITY OF PLACENTIA V000773	POSTAGE	101513-6325 Postage	AP071018	6.70	062818		00098415	07/12/2018
				Check Total:	30.18				
MW OH	CLEAR CHOICE LIEN SALES NOV 2017 V005847	LIEN SERVICES	103047-6182 Lien Services	AP071018	37.50	101D		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES NOV CSUF 2017 V005847	LIEN SVS	103047-6182 Lien Services	AP071018	25.00	101E		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES DEC 2017 V005847	LIEN SERVICES	103047-6182 Lien Services	AP071018	12.50	106C		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES DEC CSUF 2017 V005847	LIEN SVS	103047-6182 Lien Services	AP071018	25.00	106D		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES DEC CSUF 2017 V005847	LIEN SVS	103047-6182 Lien Services	AP071018	12.50	107E		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES DEC CSUF 2017 V005847	LIEN SVS	103047-6182 Lien Services	AP071018	37.50	111		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES DEC CSUF 2017 V005847	LIEN SVS	103047-6182 Lien Services	AP071018	50.00	116C		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES JAN CSUF 2018 V005847	LIEN SVS	103047-6182 Lien Services	AP071018	50.00	121B		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES JAN CSUF 2018 V005847	LIEN SVS	103047-6182 Lien Services	AP071018	62.50	125D		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES JAN 2018 V005847	LIEN SERVICES	103047-6182 Lien Services	AP071018	37.50	134H		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES JAN CSUF 2018 V005847	LIEN SVS	103047-6182 Lien Services	AP071018	75.00	134I		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES JAN 2018	LIEN SERVICES	103047-6182	AP071018	12.50	135D		00098416	07/12/2018

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	V005847		Lien Services					
MW OH	CLEAR CHOICE LIEN SALES JAN 2018 LIEN SERVICES V005847		103047-6182 Lien Services	AP071018	12.50 137F		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES JAN CSUF 2018 LIEN SVS V005847		103047-6182 Lien Services	AP071018	25.00 137G		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES FEB 2018 LIEN SERVICES V005847		103047-6182 Lien Services	AP071018	37.50 142G		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES FEB CSUF 2018 LIEN SVS V005847		103047-6182 Lien Services	AP071018	12.50 142H		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES FEB 2018 LIEN SERVICES V005847		103047-6182 Lien Services	AP071018	37.50 147C		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES FEB CSUF 2018 LIEN SVS V005847		103047-6182 Lien Services	AP071018	62.50 147D		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES FEB 2018 LIEN SERVICES V005847		103047-6182 Lien Services	AP071018	12.50 152F		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES FEB CSUF 2018 LIEN SVS V005847		103047-6182 Lien Services	AP071018	50.00 152G		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES FEB CSUF 2018 LIEN SVS V005847		103047-6182 Lien Services	AP071018	50.00 156C		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES MARCH CSUF 2018 LIEN SVS V005847		103047-6182 Lien Services	AP071018	12.50 161E		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES MARCH CSUF 2018 LIEN SVS V005847		103047-6182 Lien Services	AP071018	25.00 166B		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES MARCH CSUF 2018 LIEN SVS V005847		103047-6182 Lien Services	AP071018	62.50 171B		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES MARCH CSUF 2018 LIEN SVS V005847		103047-6182 Lien Services	AP071018	25.00 176B		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES APRIL 2018 LIEN SERVICES V005847		103047-6182 Lien Services	AP071018	12.50 186		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES APRIL CSUF 2018 LIEN SVS		103047-6182	AP071018	50.00 186A		00098416	07/12/2018

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	V005847		Lien Services					
MW OH	CLEAR CHOICE LIEN SALES APRIL 2018 LIEN SERVICES V005847		103047-6182 Lien Services	AP071018	37.50 191		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES APRIL CSUF 2018 LIEN SVS V005847		103047-6182 Lien Services	AP071018	50.00 191A		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES APRIL CSUF 2018 LIEN SVS V005847		103047-6182 Lien Services	AP071018	25.00 200E		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES JULY 2017 LIEN SERVICES V005847		103047-6182 Lien Services	AP071018	12.50 203B		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES JULY CSUF 2017 LIEN SVS V005847		103047-6182 Lien Services	AP071018	25.00 203C		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES MAY 2018 LIEN SERVICES V005847		103047-6182 Lien Services	AP071018	12.50 205C		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES MAY CSUF 2018 LIEN SVS V005847		103047-6182 Lien Services	AP071018	37.50 205D		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES JULY CSUF 2017 LIEN SVS V005847		103047-6182 Lien Services	AP071018	25.00 206		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES MAY CSUF 2018 LIEN SVS V005847		103047-6182 Lien Services	AP071018	37.50 210B		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES JULY CSUF 2017 LIEN SVS V005847		103047-6182 Lien Services	AP071018	25.00 211A		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES MAY 2018 LIEN SERVICES V005847		103047-6182 Lien Services	AP071018	12.50 215B		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES MAY CSUF 2018 LIEN SVS V005847		103047-6182 Lien Services	AP071018	12.50 215C		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES JULY CSUF 2017 LIEN SVS V005847		103047-6182 Lien Services	AP071018	25.00 216		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES MAY 2018 LIEN SERVICES V005847		103047-6182 Lien Services	AP071018	12.50 220A		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES MAY CSUF 2018 LIEN SVS		103047-6182	AP071018	37.50 220B		00098416	07/12/2018

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	V005847		Lien Services					
MW OH	CLEAR CHOICE LIEN SALES AUG CSUF 2017 LIEN SVS V005847		103047-6182 Lien Services	AP071018	25.00 221D		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES JUNE CSUF 2018 LIEN SVS V005847		103047-6182 Lien Services	AP071018	12.50 225C		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES AUG 2017 LIEN SERVICES V005847		103047-6182 Lien Services	AP071018	25.00 226C		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES AUG CSUF 2017 LIEN SVS V005847		103047-6182 Lien Services	AP071018	25.00 226D		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES AUG CSUF 2017 LIEN SVS V005847		103047-6182 Lien Services	AP071018	12.50 228A		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES JUNE 2018 LIEN SERVICES V005847		103047-6182 Lien Services	AP071018	25.00 229H		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES JUNE CSUF 2018 LIEN SVS V005847		103047-6182 Lien Services	AP071018	37.50 229I		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES AUG 2017 LIEN SERVICES V005847		103047-6182 Lien Services	AP071018	12.50 232		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES AUG CSUF 2017 LIEN SVS V005847		103047-6182 Lien Services	AP071018	37.50 232A		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES JUNE CSUF 2018 LIEN SVS V005847		103047-6182 Lien Services	AP071018	37.50 234C		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES AUG 2017 LIEN SERVICES V005847		103047-6182 Lien Services	AP071018	37.50 236A		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES AUG CSUF 2017 LIEN SVS V005847		103047-6182 Lien Services	AP071018	62.50 236B		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES SEPT 2017 LIEN SERVICES V005847		103047-6182 Lien Services	AP071018	12.50 241B		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES SEPT 2017 LIEN SERVICES V005847		103047-6182 Lien Services	AP071018	50.00 245A		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES SEPT CSUF 2017 LIEN SVS		103047-6182	AP071018	75.00 245B		00098416	07/12/2018

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	V005847		Lien Services					
MW OH	CLEAR CHOICE LIEN SALES SEPT CSUF 2017 LIEN SVS V005847		103047-6182 Lien Services	AP071018	12.50 246A		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES SEPT 2017 LIEN SERVICES V005847		103047-6182 Lien Services	AP071018	37.50 250		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES SEPT CSUF 2017 LIEN SVS V005847		103047-6182 Lien Services	AP071018	62.50 250A		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES SEPT 2017 LIEN SERVICES V005847		103047-6182 Lien Services	AP071018	25.00 254B		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES SEPT CSUF 2017 LIEN SVS V005847		103047-6182 Lien Services	AP071018	37.50 254C		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES OCT 2017 LIEN SERVICES V005847		103047-6182 Lien Services	AP071018	12.50 265B		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES OCT CSUF 2017 LIEN SVS V005847		103047-6182 Lien Services	AP071018	25.00 265C		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES OCT 2017 LIEN SERVICES V005847		103047-6182 Lien Services	AP071018	12.50 266E		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES OCT CSUF 2017 LIEN SVS V005847		103047-6182 Lien Services	AP071018	12.50 269E		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES OCT CSUF 2017 LIEN SVS V005847		103047-6182 Lien Services	AP071018	12.50 273C		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES OCT 2017 LIEN SERVICES V005847		103047-6182 Lien Services	AP071018	12.50 278E		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES NOV 2017 LIEN SERVICES V005847		103047-6182 Lien Services	AP071018	75.00 284E		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES NOV CSUF 2017 LIEN SVS V005847		103047-6182 Lien Services	AP071018	37.50 284F		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES NOV CSUF 2017 LIEN SVS V005847		103047-6182 Lien Services	AP071018	37.50 288B		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES NOV 2017 LIEN SERVICES		103047-6182	AP071018	12.50 292D		00098416	07/12/2018

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	V005847		Lien Services					
MW OH	CLEAR CHOICE LIEN SALES NOV CSUF 2017 LIEN SVS V005847		103047-6182 Lien Services	AP071018	37.50 292E		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES JAN CSUF 2018 LIEN SVS V005847		103047-6182 Lien Services	AP071018	55.00 320		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES JULY 2017 LIEN SERVICES V005847		103047-6182 Lien Services	AP071018	25.00 3613		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES JULY CSUF 2017 LIEN SVS V005847		103047-6182 Lien Services	AP071018	25.00 3613A		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES SEPT CSUF 2017 LIEN SVS V005847		103047-6182 Lien Services	AP071018	25.00 3621		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES SEPT 2017 LIEN SERVICES V005847		103047-6182 Lien Services	AP071018	25.00 3624		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES OCT 2017 LIEN SERVICES V005847		103047-6182 Lien Services	AP071018	25.00 3626		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES OCT CSUF 2017 LIEN SVS V005847		103047-6182 Lien Services	AP071018	50.00 3628		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES OCT CSUF 2017 LIEN SVS V005847		103047-6182 Lien Services	AP071018	25.00 3629		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES DEC CSUF 2017 LIEN SVS V005847		103047-6182 Lien Services	AP071018	25.00 3635		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES JAN CSUF 2018 LIEN SVS V005847		103047-6182 Lien Services	AP071018	25.00 3640		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES JAN 2018 LIEN SERVICES V005847		103047-6182 Lien Services	AP071018	25.00 3641		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES JAN CSUF 2018 LIEN SVS V005847		103047-6182 Lien Services	AP071018	25.00 3641A		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES FEB 2018 LIEN SERVICES V005847		103047-6182 Lien Services	AP071018	150.00 3643		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES FEB CSUF 2018 LIEN SVS		103047-6182	AP071018	75.00 3643A		00098416	07/12/2018

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	V005847		Lien Services					
MW OH	CLEAR CHOICE LIEN SALES FEB CSUF 2018 LIEN SVS V005847		103047-6182 Lien Services	AP071018	25.00 3644		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES MARCH CSUF 2018 LIEN SVS V005847		103047-6182 Lien Services	AP071018	25.00 3647		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES APRIL CSUF 2018 LIEN SVS V005847		103047-6182 Lien Services	AP071018	25.00 3651		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES APRIL 2018 LIEN SERVICES V005847		103047-6182 Lien Services	AP071018	25.00 3654		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES MAY CSUF 2018 LIEN SVS V005847		103047-6182 Lien Services	AP071018	25.00 3658		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES APRIL 2018 LIEN SERVICES V005847		103047-6182 Lien Services	AP071018	12.50 515		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES JULY CSUF 2017 LIEN SVS V005847		103047-6182 Lien Services	AP071018	7.50 7406		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES JULY 2017 LIEN SERVICES V005847		103047-6182 Lien Services	AP071018	7.50 7411		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES JULY CSUF 2017 LIEN SVS V005847		103047-6182 Lien Services	AP071018	7.50 7411A		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES JULY 2017 LIEN SERVICES V005847		103047-6182 Lien Services	AP071018	7.50 7416		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES AUG CSUF 2017 LIEN SVS V005847		103047-6182 Lien Services	AP071018	15.00 7426		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES AUG 2017 LIEN SERVICES V005847		103047-6182 Lien Services	AP071018	15.00 7436		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES SEPT 2017 LIEN SERVICES V005847		103047-6182 Lien Services	AP071018	15.00 7441		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES SEPT CSUF 2017 LIEN SVS V005847		103047-6182 Lien Services	AP071018	7.50 7445		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES SEPT CSUF 2017 LIEN SVS		103047-6182	AP071018	7.50 7450		00098416	07/12/2018

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	V005847		Lien Services					
MW OH	CLEAR CHOICE LIEN SALES OCT CSUF 2017 LIEN SVS V005847		103047-6182 Lien Services	AP071018	7.50 7466		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES OCT CSUF 2017 LIEN SVS V005847		103047-6182 Lien Services	AP071018	22.50 7469		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES NOV 2017 LIEN SERVICES V005847		103047-6182 Lien Services	AP071018	7.50 7484		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES NOV 2017 LIEN SERVICES V005847		103047-6182 Lien Services	AP071018	7.50 7488		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES NOV 2017 LIEN SERVICES V005847		103047-6182 Lien Services	AP071018	15.00 7492		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES NOV 2017 LIEN SERVICES V005847		103047-6182 Lien Services	AP071018	15.00 7500		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES NOV CSUF 2017 LIEN SVS V005847		103047-6182 Lien Services	AP071018	7.50 7500A		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES DEC 2017 LIEN SERVICES V005847		103047-6182 Lien Services	AP071018	7.50 7505		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES DEC CSUF 2017 LIEN SVS V005847		103047-6182 Lien Services	AP071018	7.50 7510		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES DEC 2017 LIEN SERVICES V005847		103047-6182 Lien Services	AP071018	7.50 7515		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES DEC CSUF 2017 LIEN SVS V005847		103047-6182 Lien Services	AP071018	7.50 7515A		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES JAN 2018 LIEN SERVICES V005847		103047-6182 Lien Services	AP071018	7.50 7533		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES FEB CSUF 2018 LIEN SVS V005847		103047-6182 Lien Services	AP071018	7.50 7541		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES FEB CSUF 2018 LIEN SVS V005847		103047-6182 Lien Services	AP071018	7.50 7555		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES MARCH CSUF 2018 LIEN SVS		103047-6182	AP071018	7.50 7565		00098416	07/12/2018

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	V005847		Lien Services					
MW OH	CLEAR CHOICE LIEN SALES MARCH 2018 LIEN SERVICES V005847		103047-6182 Lien Services	AP071018	7.50 7570		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES MARCH CSUF 2018 LIEN SVS V005847		103047-6182 Lien Services	AP071018	22.50 7575		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES MAY CSUF 2018 LIEN SVS V005847		103047-6182 Lien Services	AP071018	7.50 7614		00098416	07/12/2018
MW OH	CLEAR CHOICE LIEN SALES MAY CSUF 2018 LIEN SVS V005847		103047-6182 Lien Services	AP071018	15.00 7619		00098416	07/12/2018
				Check Total:	3,265.00			
MW OH	COMLOCK V003166	KEYS	103654-6301 Special Department Supplies	AP071018	51.83 809399		00098420	07/12/2018
				Check Total:	51.83			
MW OH	COMMERCIAL AQUATIC V005203	JUNE GOMEZ POOL MAINT	103654-6130 Repair & Maint/Facilities	AP071018	825.76 I18-2753		00098421	07/12/2018
MW OH	COMMERCIAL AQUATIC V005203	JUNE WHITTEN POOL MAINT	103654-6130 Repair & Maint/Facilities	AP071018	637.74 I18-2754		00098421	07/12/2018
				Check Total:	1,463.50			
MW OH	CONNELL, JOSEPH RUSSELL V010878	PPOA LIQUIDATED DAMAGES	404582-6210 Liability Claims	AP071018	35.12 062818		00098422	07/12/2018
				Check Total:	35.12			
MW OH	CONROY, BRIAN V010883	PPOA LIQUIDATED DAMAGES	404582-6210 Liability Claims	AP071018	102.46 062818		00098423	07/12/2018
				Check Total:	102.46			
MW OH	DEAN, ANDREW L V010870	PPOA LIQUIDATED DAMAGES	404582-6210 Liability Claims	AP071018	53.70 062818		00098424	07/12/2018
				Check Total:	53.70			
MW OH	DEPINHO ROOFING INC V010898	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP071018	100.00 30-18-117		00098425	07/12/2018

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				Check Total:	100.00				
MW OH	DFS FLOORING INC V000099	APRIL CARPET CLEANING SVS	103654-6130 Repair & Maint/Facilities	AP071018	665.00	305857-29		00098426	07/12/2018
				Check Total:	665.00				
MW OH	DRABEK, GARY V004197	MAY RESERVE OFFICER STIPEND	103041-5005 / 50065-5005 Salaries/Part-Time	AP071018	200.00	063018		00098427	07/12/2018
MW OH	DRABEK, GARY V004197	JUNE RESERVE OFFICER STIPEND	103041-5005 / 50065-5005 Salaries/Part-Time	AP071018	200.00	070818		00098427	07/12/2018
				Check Total:	400.00				
MW OH	DREW, BRIAN P V010880	PPOA LIQUIDATED DAMAGES	404582-6210 Liability Claims	AP071018	51.38	062818		00098428	07/12/2018
				Check Total:	51.38				
MW OH	ENTENMANN-ROVIN CO V000342	BADGE ARTWORK - CODE ENFORCE	103046-6360 Uniforms	AP071018	75.00	0136595-IN		00098429	07/12/2018
				Check Total:	75.00				
MW OH	EVANS GUN WORLD V003336	6/22 RANGE FEES	103043-6162 Range Training	AP071018	165.00	1466		00098430	07/12/2018
				Check Total:	165.00				
MW OH	FEDEX V000394	SHIPPING CHARGES	101512-6325 Postage	AP071018	28.68	622937854		00098431	07/12/2018
				Check Total:	28.68				
MW OH	FERRELL, JONATHAN V010882	PPOA LIQUIDATED DAMAGES	404582-6210 Liability Claims	AP071018	83.09	062818		00098432	07/12/2018
				Check Total:	83.09				
MW OH	FIFTH AVENUE CLEANERS V010431	JUNE PD DRY CLEANING SVS	103040-6290 Dept. Contract Services	AP071018	382.47	JUNE 18		00098433	07/12/2018
				Check Total:	382.47				
MW OH	FILLERS, JACOB V010887	PPOA LIQUIDATED DAMAGES	404582-6210 Liability Claims	AP071018	111.75	062818		00098434	07/12/2018

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				Check Total:	111.75				
MW OH	FLORES, JOSE R V010879	PPOA LIQUIDATED DAMAGES	404582-6210 Liability Claims	AP071018	32.80	062818		00098435	07/12/2018
				Check Total:	32.80				
MW OH	GALI, LETTY V010895	AAC REIMBURSEMENT	109595-6999 Other Expenditure	AP071018	154.03	07052018		00098436	07/12/2018
				Check Total:	154.03				
MW OH	GARZA JR, FRANK X V010886	PPOA LIQUIDATED DAMAGES	404582-6210 Liability Claims	AP071018	42.09	062818		00098437	07/12/2018
				Check Total:	42.09				
MW OH	GILLIS, JOSEPH V010884	PPOA LIQUIDATED DAMAGES	404582-6210 Liability Claims	AP071018	65.46	062818		00098438	07/12/2018
				Check Total:	65.46				
MW OH	GLOE, ADAM N V010871	PPOA LIQUIDATED DAMAGES	404582-6210 Liability Claims	AP071018	76.92	062818		00098439	07/12/2018
				Check Total:	76.92				
MW OH	HALO CONFIDENTIAL V008544	JUNE PD TRAINING MGMT	103040-6290 Dept. Contract Services	AP071018	1,612.50	0107T	P11127	00098440	07/12/2018
MW OH	HALO CONFIDENTIAL V008544	JUNE PD BACKGROUND SVS	103040-6290 Dept. Contract Services	AP071018	400.00	0108	P11127	00098440	07/12/2018
				Check Total:	2,012.50				
MW OH	HENRY, LUCIA V009972	SPRING INSTRUCTOR PAYMENT	104071-6060 Instructional Services	AP071018	205.40	2437		00098441	07/12/2018
				Check Total:	205.40				
MW OH	HI SIGN V010900	PD LOBBY SIGN	103041-6301 Special Department Supplies	AP071018	1,934.11	7548		00098442	07/12/2018
				Check Total:	1,934.11				
MW OH	HORIZONS CONSTRUCTION V009391	APR SIDEWALK CONSTRUCTION SVS	333552-6185 / 61145-6185 Construction Services	AP071018	113,547.56	APPLICATION	P11334	00098443	07/12/2018

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				Check Total:	113,547.56			
MW OH	HOUSTON & HARRIS PCS INC V010110	ING/28 EMERGENCY SEWER MAINT	484376-6120 R & M/Sewer & Storm Drain	AP071018	1,202.80 18-21175	P11206	00098444	07/12/2018
				Check Total:	1,202.80			
MW OH	HOYT ROOFS INC V003476	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP071018	100.00 30-18-137		00098445	07/12/2018
				Check Total:	100.00			
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	296561-6130 Repair & Maint/Facilities	AP071018	4.49 3313841-00		00098446	07/12/2018
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION POP UP	296561-6130 Repair & Maint/Facilities	AP071018	100.42 3316464-00		00098446	07/12/2018
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	296561-6130 Repair & Maint/Facilities	AP071018	1,126.28 3327269-00		00098446	07/12/2018
MW OH	IMPERIAL SPRINKLER V006506	FERTILIZER	103655-6130 Repair & Maint/Facilities	AP071018	204.62 3331591-00		00098446	07/12/2018
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	296561-6130 Repair & Maint/Facilities	AP071018	40.73 3332759-00		00098446	07/12/2018
				Check Total:	1,476.54			
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - REVARD	103041-6360 / 50040-6360 Uniforms	AP071018	93.73 700013579		00098447	07/12/2018
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - FABIAN	103043-6360 / 50080-6360 Uniforms	AP071018	239.17 700013930		00098447	07/12/2018
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - REIHANIFAM	103041-6360 / 50060-6360 Uniforms	AP071018	232.72 700014220		00098447	07/12/2018
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - KING	103041-6360 / 50060-6360 Uniforms	AP071018	207.94 700014280		00098447	07/12/2018
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - GILLIS	613041-6360 Uniforms	AP071018	724.00 700015032		00098447	07/12/2018
MW OH	KEYSTONE UNIFORMS	PD UNIFORMS - CONTRERAS	103041-6360 / 50040-6360	AP071018	690.57 700015140		00098447	07/12/2018

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	V009178		Uniforms						
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - PERRY	613041-6360 Uniforms	AP071018	690.61	700015306		00098447	07/12/2018
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - MCKENZIE	613041-6360 Uniforms	AP071018	422.35	700015412		00098447	07/12/2018
MW OH	KEYSTONE UNIFORMS V009178	EXPLORERS SHIRTS	613041-6360 / 50067-6360 Uniforms	AP071018	185.30	700015429		00098447	07/12/2018
MW OH	KEYSTONE UNIFORMS V009178	PD PATCHES, NAME PLATES	613041-6360 Uniforms	AP071018	51.72	700015430		00098447	07/12/2018
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - MCELHINNEY	103041-6360 / 50043-6360 Uniforms	AP071018	78.65	700015431		00098447	07/12/2018
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - LENYI	103040-6360 Uniforms	AP071018	53.88	700015721		00098447	07/12/2018
Check Total:					3,670.64				
MW OH	KNOWLES-MCNIFF INC V000558	MAY SOFTWARE MAINTENANCE	101523-6136 Software Maintenance	AP071018	1,134.00	INV91171	P11086	00098448	07/12/2018
MW OH	KNOWLES-MCNIFF INC V000558	JUNE SOFTWARE MAINTENANCE	101523-6136 Software Maintenance	AP071018	5,197.50	INV91181	P11086	00098448	07/12/2018
Check Total:					6,331.50				
MW OH	KOSMONT COMPANIES V006131	MAR FINE HOSPITALITY RFP SVS	0044-2042 / 45066-2042 Construction Deposits	AP071018	2,272.40	1705.4 011		00098449	07/12/2018
MW OH	KOSMONT COMPANIES V006131	JUNE FINE HOSPITALITY RFP SVS	0044-2042 / 45066-2042 Construction Deposits	AP071018	2,141.10	1705.4 014		00098449	07/12/2018
MW OH	KOSMONT COMPANIES V006131	JUNE HOTEL OUTREACH SVS	0044-2042 / 45066-2042 Construction Deposits	AP071018	317.20	1804.3 003		00098449	07/12/2018
MW OH	KOSMONT COMPANIES V006131	JUNE HOTEL MARKET EVAL SVS	102534-6099 Professional Services	AP071018	1,580.90	1805.1 002		00098449	07/12/2018
MW OH	KOSMONT COMPANIES V006131	JUNE SUCCESSOR AGENCY SUPPORT	47525-6099 Professional Services	AP071018	237.90	1502.9 038	P11208	00098449	07/12/2018

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					Check Total:	6,549.50		
MW OH	LEGAL SHIELD V008104	JUNE LEGAL SERVICES	0048-2192 Police Legal Services	AP071018	28.64 070518A		00098450	07/12/2018
MW OH	LEGAL SHIELD V008104	JUNE LEGAL SERVICES	0010-2192 Police Legal Services	AP071018	148.70 070518A		00098450	07/12/2018
MW OH	LEGAL SHIELD V008104	JUNE LEGAL SERVICES	0037-2192 Police Legal Services	AP071018	2.48 070518A		00098450	07/12/2018
MW OH	LEGAL SHIELD V008104	JUNE LEGAL SERVICES	0029-2192 Police Legal Services	AP071018	6.48 070518A		00098450	07/12/2018
					Check Total:	186.30		
MW OH	LEHR AUTO V009930	SEAT BELT KIT UNIT 17	103041-6301 Special Department Supplies	AP071018	488.81 SI16770		00098451	07/12/2018
					Check Total:	488.81		
MW OH	M JACK BROOKS JD V010723	JUNE SR. HR ANALYST SVS	101512-6099 Professional Services	AP071018	11,952.50 062018 PHR		00098452	07/12/2018
					Check Total:	11,952.50		
MW OH	MACCUBBIN, MICHAEL V010875	PPOA LIQUIDATED DAMAGES	404582-6210 Liability Claims	AP071018	58.34 062818		00098453	07/12/2018
					Check Total:	58.34		
MW OH	MADRIGAL, RAUL V010873	PPOA LIQUIDATED DAMAGES	404582-6210 Liability Claims	AP071018	2.61 062818		00098454	07/12/2018
					Check Total:	2.61		
MW OH	MALONE, SEAN V010874	PPOA LIQUIDATED DAMAGES	404582-6210 Liability Claims	AP071018	255.72 062818		00098455	07/12/2018
					Check Total:	255.72		
MW OH	MCKENZIE, THOMAS R V010894	PPOA LIQUIDATED DAMAGES	404582-6210 Liability Claims	AP071018	179.09 062818		00098456	07/12/2018
					Check Total:	179.09		
MW OH	MCWILLIAMS, RANDY LEE	PPOA LIQUIDATED DAMAGES	404582-6210	AP071018	9.58 062818		00098457	07/12/2018

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	V010889		Liability Claims					
				Check Total:	9.58			
MW OH	MENELY, RICKI A V010891	PPOA LIQUIDATED DAMAGES	404582-6210 Liability Claims	AP071018	72.27 062818		00098458	07/12/2018
				Check Total:	72.27			
MW OH	MSW CONSULTANTS INC V010789	APRIL PW AUDITING SVS	103550-6017 Special Studies	AP071018	57.00 170		00098459	07/12/2018
MW OH	MSW CONSULTANTS INC V010789	APRIL PW AUDITING SVS	103550-6290 Dept. Contract Services	AP071018	100.95 170		00098459	07/12/2018
MW OH	MSW CONSULTANTS INC V010789	APRIL PW AUDITING SVS	374386-6099 Professional Services	AP071018	552.05 170	P11293	00098459	07/12/2018
				Check Total:	710.00			
MW OH	NELSON/NYGAARD V009556	MAY CIRCULATOR STUDY SVS	333531-6017 / 62016-6017 Special Studies	AP071018	1,010.12 72529	P11137	00098460	07/12/2018
				Check Total:	1,010.12			
MW OH	NEOFUNDS V010852	CITY POSTAGE	109595-6325 Postage	AP071018	3,999.54 PPLN01 001		00098461	07/12/2018
				Check Total:	3,999.54			
MW OH	OFFICE DEPOT V010447	OFFICE SUPPLIES	101512-6315 Office Supplies	AP071018	4.23 154112678001		00098462	07/12/2018
				Check Total:	4.23			
MW OH	ORANGE COUNTY FIRE V000704	JUNE PLAN CHECK CHARGES	0044-2055 Or Co Fire Auth/Pln Rev Depos	AP071018	387.00 P207146		00098463	07/12/2018
MW OH	ORANGE COUNTY FIRE V000704	CREDIT - PLAN CHECK CHARGES	0044-2055 Or Co Fire Auth/Pln Rev Depos	AP071018	-668.00 P275176		00098463	07/12/2018
MW OH	ORANGE COUNTY FIRE V000704	JUNE PLAN CHECK CHARGES	0044-2055 Or Co Fire Auth/Pln Rev Depos	AP071018	387.00 PC207135		00098463	07/12/2018
MW OH	ORANGE COUNTY FIRE V000704	JUNE PLAN CHECK CHARGES	0044-2055 Or Co Fire Auth/Pln Rev Depos	AP071018	244.00 PC207147		00098463	07/12/2018

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				Check Total:	350.00			
MW OH	ORANGE COUNTY V000698	3RD QTR FOG/BMP INSPECTIONS	484356-6099 Professional Services	AP071018	148.75 55106		00098464	07/12/2018
				Check Total:	148.75			
MW OH	ORANGE COUNTY V007306	JUNE PARKING CITATIONS	0044-2038 Parking Fines	AP071018	6,275.00 070918		00098465	07/12/2018
				Check Total:	6,275.00			
MW OH	PALUMBO, ZACHARY V010872	PPOA LIQUIDATED DAMAGES	404582-6210 Liability Claims	AP071018	39.77 062818		00098466	07/12/2018
				Check Total:	39.77			
MW OH	PLACENTIA, CITY OF V000782	JUNE WORKERS COMP CLAIMS	404580-5165 Workers' Compensation Claims	AP071018	49,323.43 060118-062918		00098467	07/12/2018
				Check Total:	49,323.43			
MW OH	RADOMSKI, DAVID V010876	PPOA LIQUIDATED DAMAGES	404582-6210 Liability Claims	AP071018	114.07 062818		00098468	07/12/2018
				Check Total:	114.07			
MW OH	RBI TRAFFIC INC V010707	MAY HERALD INTEGRAL PROJECT	0044-2048 / 45059-2048 Engineering Plan Check Deposit	AP071018	480.00 2153	P11345	00098469	07/12/2018
MW OH	RBI TRAFFIC INC V010707	MAY 350/380 S. PLACENTIA	0044-2042 / 45066-2042 Construction Deposits	AP071018	120.00 2153	P11345	00098469	07/12/2018
MW OH	RBI TRAFFIC INC V010707	MAY SR2S-III LA JOLLA/MELROSE	333552-6185 / 68003-6185 Construction Services	AP071018	360.00 2153	P11345	00098469	07/12/2018
MW OH	RBI TRAFFIC INC V010707	MAY CITYWIDE TRAFFIC SIGNAL	333552-6185 / 68005-6185 Construction Services	AP071018	120.00 2153	P11345	00098469	07/12/2018
MW OH	RBI TRAFFIC INC V010707	MAY OCTA GRADE SEPARATION	333552-6185 / 68005-6185 Construction Services	AP071018	240.00 2153	P11345	00098469	07/12/2018
MW OH	RBI TRAFFIC INC V010707	MAY TRAFFIC ENGINEERING SVS	103550-6015 Engineering Services	AP071018	6,120.00 2153	P11345	00098469	07/12/2018
				Check Total:	7,440.00			

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MW OH	REGER, JASON SCOTT V010890	PPOA LIQUIDATED DAMAGES	404582-6210 Liability Claims	AP071018	148.90	062818		00098470	07/12/2018
					Check Total:	148.90			
MW OH	REINKER, DANIEL T V010892	PPOA LIQUIDATED DAMAGES	404582-6210 Liability Claims	AP071018	93.17	062818		00098471	07/12/2018
					Check Total:	93.17			
MW OH	ROYAL ROOFING V009420	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP071018	100.00	30-17-167		00098472	07/12/2018
					Check Total:	100.00			
MW OH	SAGECREST PLANNING ANDJUNE BLDG OFFICIAL SVS V010576		102532-6290 Dept. Contract Services	AP071018	4,560.00	1152	P11220	00098473	07/12/2018
MW OH	SAGECREST PLANNING ANDJUNE PW INSPECTOR SVS V010576		103550-6290 Dept. Contract Services	AP071018	2,300.00	1152	P11220	00098473	07/12/2018
MW OH	SAGECREST PLANNING ANDJUNE BLDG INSPECTOR SVS V010576		102532-6290 Dept. Contract Services	AP071018	1,280.00	1152	P11220	00098473	07/12/2018
					Check Total:	8,140.00			
MW OH	SAN DIEGO POLICE EQUIP. V000984	9MM MARKER ROUNDS	103043-6162 Range Training	AP071018	527.05	633132		00098474	07/12/2018
					Check Total:	527.05			
MW OH	SILVER & WRIGHT LLP V009853	MAY LEGAL SERVICES	101005-6299 / 45055-6299 Other Purchased Services	AP071018	4,596.36	23852		00098475	07/12/2018
					Check Total:	4,596.36			
MW OH	SOUTHERN CALIFORNIA V000910	MAY-JUNE ELECTRICAL CHARGES	0010-1220 Accts Rec/Plac Library Dist	AP071018	8,222.06	062718		00098476	07/12/2018
MW OH	SOUTHERN CALIFORNIA V000910	MAY-JUNE ELECTRICAL CHARGES	0010-1224 AR/City of Fullerton	AP071018	128.64	062718		00098476	07/12/2018
MW OH	SOUTHERN CALIFORNIA V000910	MAY-JUNE ELECTRICAL CHARGES	296561-6330 Electricity	AP071018	99.29	062718		00098476	07/12/2018
MW OH	SOUTHERN CALIFORNIA	MAY-JUNE ELECTRICAL CHARGES	109595-6330	AP071018	23,920.65	062718		00098476	07/12/2018

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	V000910		Electricity						
MW OH	SOUTHERN CALIFORNIA V000910	MAY-JUNE ELECTRICAL CHARGES	0010-1232 Accts Rec/City of Anaheim	AP071018	25.15	062718		00098476	07/12/2018
Check Total:					32,395.79				
MW OH	SPARKLETTS V000967	JUNE SR CENTER WATER SERVICE	104071-6301 Special Department Supplies	AP071018	338.48	14974536	062718	00098477	07/12/2018
MW OH	SPARKLETTS V000967	JUNE WHITTEN WATER SERVICE	104071-6301 Special Department Supplies	AP071018	154.03	15169979	063018	00098477	07/12/2018
Check Total:					492.51				
MW OH	STUBER, CHRISTOPHER J V010877	PPOA LIQUIDATED DAMAGES	404582-6210 Liability Claims	AP071018	9.58	062818		00098478	07/12/2018
Check Total:					9.58				
MW OH	SULLIVAN, MARTINA V009364	DEPOSIT REFUND - BACKS BLDG	100000-4385 Facility Rental	AP071018	150.00	2002220.002		00098479	07/12/2018
Check Total:					150.00				
MW OH	T-MOBILE V004339	JUNE CELL PHONE CHARGES	109595-6215 Telephone	AP071018	1,314.17	JUNE 2018		00098480	07/12/2018
Check Total:					1,314.17				
MW OH	THE EMBLEM AUTHORITY V010902	PINK PATCH FOR PD	103040-6290 Dept. Contract Services	AP071018	1,050.00	182506		00098481	07/12/2018
Check Total:					1,050.00				
MW OH	THE LEW EDWARDS GROUP V009775	APRIL CONSULTING SVS	101001-6001 Management Consulting Services	AP071018	6,000.00	004	P11309	00098482	07/12/2018
Check Total:					6,000.00				
MW OH	THE SAUCE CREATIVE V007476	SUMMER BROCHURE DESIGN SVS	104071-6099 Professional Services	AP071018	4,080.00	2437		00098483	07/12/2018
MW OH	THE SAUCE CREATIVE V007476	SUMMER BROCHURE PRINT & MAIL	104070-6230 Printing & Binding	AP071018	7,011.05	2439		00098483	07/12/2018
Check Total:					11,091.05				

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MW OH	TIME WARNER CABLE V004450	JUNE PD FIBER INTERNET	109595-6215 Telephone	AP071018	869.00 28002 JUNE 18		00098484	07/12/2018
					Check Total:	869.00		
MW OH	TRANSUNION RISK & V009317	JUNE DATABASE TRANSACTIONS	103042-6290 Dept. Contract Services	AP071018	111.30 070118		00098485	07/12/2018
					Check Total:	111.30		
MW OH	TURBO DATA SYSTEMS INC V001238	TPM STANDARD CITATIONS	103047-6230 Printing & Binding	AP071018	431.00 28198		00098486	07/12/2018
					Check Total:	431.00		
MW OH	UCEDA, JOSE V010893	PPOA LIQUIDATED DAMAGES	404582-6210 Liability Claims	AP071018	283.58 062818		00098487	07/12/2018
					Check Total:	283.58		
MW OH	UNIQUE PRINTING V010259	PD BUSINESS CARDS	103040-6230 Printing & Binding	AP071018	229.95 39294		00098488	07/12/2018
MW OH	UNIQUE PRINTING V010259	EZ UP ECLIPSE COMPLETE PACKAGE	763041-6840 Machinery & Equipment	AP071018	8,431.50 39291	P11338	00098488	07/12/2018
					Check Total:	8,661.45		
MW OH	UNITED STATES POSTAL V010482	BULK MAILING PERMIT 26	104071-6301 Special Department Supplies	AP071018	225.00 07022018		00098489	07/12/2018
					Check Total:	225.00		
MW OH	V & V MANUFACTURING INC V010393	PD BADGE SAMPLES	103040-6299 Other Purchased Services	AP071018	278.80 46897		00098490	07/12/2018
					Check Total:	278.80		
MW OH	VIVANT SOLAR V010630	80% BLDG PERMIT REFUND	100000-4164 Electrical Permits	AP071018	47.90 B18-0355		00098491	07/12/2018
MW OH	VIVANT SOLAR V010630	80% BLDG PERMIT REFUND	100000-4160 Building Permits	AP071018	197.47 B18-0355		00098491	07/12/2018
MW OH	VIVANT SOLAR V010630	80% BLDG PERMIT REFUND	100000-4164 Electrical Permits	AP071018	148.74 B18-0410		00098491	07/12/2018

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MW OH	VIVANT SOLAR V010630	80% BLDG PERMIT REFUND	100000-4160 Building Permits	AP071018	197.47 B18-0410		00098491	07/12/2018
				Check Total:	591.58			
MW OH	WAGONER, BEAU V010885	PPOA LIQUIDATED DAMAGES	404582-6210 Liability Claims	AP071018	46.73 062818		00098492	07/12/2018
				Check Total:	46.73			
MW OH	WEX BANK V007269	JUNE PD FUEL COSTS	103658-6345 Gasoline & Diesel Fuel	AP071018	1,077.98 54772231		00098493	07/12/2018
				Check Total:	1,077.98			
MW OH	YAMAGUCHI, BRIAN V003248	MAY RESERVE OFFICER STIPEND	103041-5005 / 50065-5005 Salaries/Part-Time	AP071018	200.00 063018		00098494	07/12/2018
MW OH	YAMAGUCHI, BRIAN V003248	JUNE RESERVE OFFICER STIPEND	103041-5005 / 50065-5005 Salaries/Part-Time	AP071018	200.00 070818		00098494	07/12/2018
				Check Total:	400.00			
				Type Total:	461,356.31			
				Check Total:	461,356.31			

City of Placentia
Check Register
For 07/24/2018
FY 18/19

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
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Grand Total: 439,254.83

Check Totals by ID

AP	439,254.83
EP	0.00
IP	0.00
OP	0.00

Fund Name	<u>Check Totals by Fund</u>
101-General Fund (0010)	82,577.60
208-Sccssr Agncy Ret Oblg (0054)	90.56
211-PEG Fund (0058)	2,715.30
224-Asset Seiz 15% Training (0073)	14.92
228-NOC-Public Safety Grant(0061)	78.35
229-Comm Trans Hous Grant (0062)	66.10
265-Landscape Maintenance (0029)	298.80
275-Sewer Maintenance (0048)	712.48
501-Refuse Administration (0037)	294.44
601-Employee Health & Wlfre (0039)	11,495.28
605-Risk Management (0040)	340,911.00

Void Total: 0.00
Check Total: 439,254.83

Check Total: 439,254.83

Funds will be transferred from the Cash Basis Fund as needed to fund the warrants included on this warrant register

**City of Placentia
Check Register
For 07/16/2018**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
MW OH	CALIFORNIA STATE V004813	PE 6/30/18 PD 7/6/18	0029-2196 Garnishments W/H	PY18014	64.15 2700/1801014		00098354	07/06/2018
MW OH	CALIFORNIA STATE V004813	PE 6/30/18 PD 7/6/18	0048-2196 Garnishments W/H	PY18014	156.46 2700/1801014		00098354	07/06/2018
MW OH	CALIFORNIA STATE V004813	PE 6/30/18 PD 7/6/18	0010-2196 Garnishments W/H	PY18014	443.99 2700/1801014		00098354	07/06/2018
MW OH	CALIFORNIA STATE V004813	PE 6/30/18 PD 7/6/18	0037-2196 Garnishments W/H	PY18014	69.23 2700/1801014		00098354	07/06/2018
Check Total:					733.83			
MW OH	FRANCHISE TAX BOARD V000404	PE 6/30/18 PD 7/6/18	0010-2196 Garnishments W/H	PY18014	48.00 2710/1801014		00098355	07/06/2018
MW OH	FRANCHISE TAX BOARD V000404	PE 6/30/18 PD 7/6/18	0029-2196 Garnishments W/H	PY18014	6.00 2710/1801014		00098355	07/06/2018
MW OH	FRANCHISE TAX BOARD V000404	PE 6/30/18 PD 7/6/18	0048-2196 Garnishments W/H	PY18014	6.00 2710/1801014		00098355	07/06/2018
Check Total:					60.00			
MW OH	ORANGE COUNTY V000699	PE 6/30/18 PD 7/6/18	0029-2176 PCEA/OCEA Assoc Dues	PY18014	6.69 2610/1801014		00098356	07/06/2018
MW OH	ORANGE COUNTY V000699	PE 6/30/18 PD 7/6/18	0048-2176 PCEA/OCEA Assoc Dues	PY18014	21.53 2610/1801014		00098356	07/06/2018
MW OH	ORANGE COUNTY V000699	PE 6/30/18 PD 7/6/18	0010-2176 PCEA/OCEA Assoc Dues	PY18014	267.68 2610/1801014		00098356	07/06/2018
MW OH	ORANGE COUNTY V000699	PE 6/30/18 PD 7/6/18	0037-2176 PCEA/OCEA Assoc Dues	PY18014	2.32 2610/1801014		00098356	07/06/2018
Check Total:					298.22			
MW OH	PCEA C/O NORTH ORANGE V000679	PE 6/30/18 PD 7/6/18	0010-2176 PCEA/OCEA Assoc Dues	PY18014	27.82 2615/1801014		00098357	07/06/2018
MW OH	PCEA C/O NORTH ORANGE V000679	PE 6/30/18 PD 7/6/18	0029-2176 PCEA/OCEA Assoc Dues	PY18014	0.70 2615/1801014		00098357	07/06/2018
MW OH	PCEA C/O NORTH ORANGE V000679	PE 6/30/18 PD 7/6/18	0037-2176	PY18014	0.24 2615/1801014		00098357	07/06/2018

**City of Placentia
Check Register
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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000679		PCEA/OCEA Assoc Dues						
MW OH	PCEA C/O NORTH ORANGE V000679	PE 6/30/18 PD 7/6/18	0048-2176 PCEA/OCEA Assoc Dues	PY18014	2.24	2615/1801014		00098357	07/06/2018
Check Total:					31.00				
MW OH	PLACENTIA POLICE V000839	PE 6/30/18 PD 7/6/18	0010-2180 Police Mgmt Assn Dues	PY18014	797.13	2625/1801014		00098358	07/06/2018
MW OH	PLACENTIA POLICE V000839	PE 6/30/18 PD 7/6/18	0073-2180 Police Mgmt Assn Dues	PY18014	7.01	2625/1801014		00098358	07/06/2018
Check Total:					804.14				
MW OH	PLACENTIA POLICE V003519	PE 6/30/18 PD 7/6/18	0010-2178 Placentia Police Assoc Dues	PY18014	2,633.57	2620/1801014		00098359	07/06/2018
MW OH	PLACENTIA POLICE V003519	PE 6/30/18 PD 7/6/18	0061-2178 Placentia Police Assoc Dues	PY18014	78.35	2620/1801014		00098359	07/06/2018
MW OH	PLACENTIA POLICE V003519	PE 6/30/18 PD 7/6/18	0062-2178 Placentia Police Assoc Dues	PY18014	66.10	2620/1801014		00098359	07/06/2018
MW OH	PLACENTIA POLICE V003519	PE 6/30/18 PD 7/6/18	0073-2178 Placentia Police Assoc Dues	PY18014	7.91	2620/1801014		00098359	07/06/2018
Check Total:					2,785.93				
MW OH	VANTAGEPOINT TRANSFER V007191	PE 6/30/18 PD 7/6/18	0029-2170 Deferred Comp Payable - ICMA	PY18014	58.01	2606/1801014		00098360	07/06/2018
MW OH	VANTAGEPOINT TRANSFER V007191	PE 6/30/18 PD 7/6/18	0010-2170 Deferred Comp Payable - ICMA	PY18014	2,709.74	2606/1801014		00098360	07/06/2018
MW OH	VANTAGEPOINT TRANSFER V007191	PE 6/30/18 PD 7/6/18	0054-2170 Deferred Comp Payable - ICMA	PY18014	6.52	2606/1801014		00098360	07/06/2018
MW OH	VANTAGEPOINT TRANSFER V007191	PE 6/30/18 PD 7/6/18	0037-2170 Deferred Comp Payable - ICMA	PY18014	16.01	2606/1801014		00098360	07/06/2018
MW OH	VANTAGEPOINT TRANSFER V007191	PE 6/30/18 PD 7/6/18	0048-2170 Deferred Comp Payable - ICMA	PY18014	146.34	2606/1801014		00098360	07/06/2018
Check Total:					2,936.62				

City of Placentia
Check Register
For 07/16/2018

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
MW OH	AMERICAN PUBLIC WORKS V000041	MEMBERSHIP - ESTEVEZ	103550-6255 Dues & Memberships	AP071218	245.00 656265		00098361	07/12/2018
					Check Total:	245.00		
MW OH	ANTHEM LIFE INSURANCE V000046	JULY LIFE INSURANCE	103040-5110 Life Ins Allocation	AP071218	5.00 070118A		00098362	07/12/2018
					Check Total:	5.00		
MW OH	AT & T V008736	JULY HVAC INTERNET	109595-6215 Telephone	AP071218	40.00 HVAC 18		00098363	07/12/2018
MW OH	AT & T V008736	JULY POWELL BLDG INTERNET	109595-6215 Telephone	AP071218	150.00 JULY 2018		00098363	07/12/2018
MW OH	AT & T V008736	JULY PD YARD INTERNET	109595-6215 Telephone	AP071218	50.88 JULY PD 18		00098363	07/12/2018
					Check Total:	240.88		
MW OH	BEACHAMP, BOB V007720	2018 CAR SHOW PRIZES	104078-6301 Special Department Supplies	AP071218	500.00 05302018		00098364	07/12/2018
					Check Total:	500.00		
MW OH	BLACKMAN, HAILE V007717	8/2 CONCERT IN THE PARK	104074-6299 Other Purchased Services	AP071218	1,100.00 07102018		00098365	07/12/2018
					Check Total:	1,100.00		
MW OH	CALIFORNIA MUNICIPAL V000219	CMTA MEMBERSHIP - GREEN	101001-6255 Dues & Memberships	AP071218	77.50 062018		00098366	07/12/2018
MW OH	CALIFORNIA MUNICIPAL V000219	CMTA MEMBERSHIP - LARSON	101003-6255 Dues & Memberships	AP071218	77.50 062018		00098366	07/12/2018
MW OH	CALIFORNIA MUNICIPAL V000219	CMTA MEMBERSHIP - KRAUSE	102020-6255 Dues & Memberships	AP071218	40.00 062018		00098366	07/12/2018
					Check Total:	195.00		
MW OH	CANON FINANCIAL SERVICES V008867	JULY COPIER CHARGES	109595-6175 Office Equipment Rental	AP071218	69.21 18798782		00098367	07/12/2018
					Check Total:	69.21		

**City of Placentia
Check Register
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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	CITY OF PLACENTIA V000773	CONCERTS & MOVIES PETTY CASH	104071-6301 Special Department Supplies	AP071218	200.00	71018		00098368	07/12/2018
					Check Total:	200.00			
MW OH	CROWN FIVE LLC V010494	8/9 CONCERT IN THE PARK	104074-6299 Other Purchased Services	AP071218	1,800.00	07102018		00098369	07/12/2018
					Check Total:	1,800.00			
MW OH	D & D SERVICES INC. V007321	JULY-SEPT ANIMAL DISPOSAL SVS	103652-6301 Special Department Supplies	AP071218	735.00	71646		00098370	07/12/2018
					Check Total:	735.00			
MW OH	DENNIS AND DEBORAH V007072	JULY-SEPT LEASE PMT	103043-6160 Facility Rental	AP071218	17,224.50	070118	P11355	00098371	07/12/2018
					Check Total:	17,224.50			
MW OH	DIAZ, ALEXANDER V010598	7/13 DJ SERVICES	104071-6299 Other Purchased Services	AP071218	150.00	07052018		00098372	07/12/2018
					Check Total:	150.00			
MW OH	ECS IMAGING INC V001305	LASERFICHE ANNUAL RENEWAL	101523-6136 Software Maintenance	AP071218	10,256.00	13136	P11350	00098373	07/12/2018
					Check Total:	10,256.00			
MW OH	EDHS FOOTBALL V010117	EDHS FOOTBALL AD 1/4 PAGE	104078-6230 Printing & Binding	AP071218	100.00	07102018		00098374	07/12/2018
					Check Total:	100.00			
MW OH	FACTORY MOTOR PARTS V010842	PD VEHICLE BRAKE REPAIR PARTS	103658-6134 Vehicle Repair & Maintenance	AP071218	645.54	102-049714		00098375	07/12/2018
MW OH	FACTORY MOTOR PARTS V010842	REFRIGERANT	103658-6134 Vehicle Repair & Maintenance	AP071218	139.00	102-049872		00098375	07/12/2018
MW OH	FACTORY MOTOR PARTS V010842	LAMPS, LUBE FILTER	103658-6134 Vehicle Repair & Maintenance	AP071218	102.19	12-2800273		00098375	07/12/2018
					Check Total:	886.73			
MW OH	FAIRWAY FORD	VEHICLE REPAIRS & PARTS	103658-6134	AP071218	149.12	240393		00098376	07/12/2018

**City of Placentia
Check Register
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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000376		Vehicle Repair & Maintenance						
				Check Total:	149.12				
MW OH	FIDELITY SECURITY LIFE V008132	JULY VISION INSURANCE PREMIUMS	95000-4740 ISF Employee Optical Costs	AP071218	1,559.09	163547233		00098377	07/12/2018
MW OH	FIDELITY SECURITY LIFE V008132	JULY VISION INSURANCE PREMIUMS	95083-5164 Optical Insurance Premiums	AP071218	1,157.13	163547233		00098377	07/12/2018
				Check Total:	2,716.22				
MW OH	GRANICUS INC. V007659	JULY-SEPT PEAK AGENDA MNGMT	101523-6136 Software Maintenance	AP071218	1,890.00	99872	P11354	00098378	07/12/2018
MW OH	GRANICUS INC. V007659	JULY-SEPT GOV TEMPLATES	581573-6136 Software Maintenance	AP071218	2,715.30	99872	P11354	00098378	07/12/2018
				Check Total:	4,605.30				
MW OH	ICMA RETIREMENT TRUST V010029	P/E 6/30/18 PD 7/6/18	0010-2170 Deferred Comp Payable - ICMA	AP071218	1,433.89	070618A		00098379	07/12/2018
MW OH	ICMA RETIREMENT TRUST V010029	P/E 6/30/18 PD 7/6/18	0029-2170 Deferred Comp Payable - ICMA	AP071218	68.50	070618A		00098379	07/12/2018
MW OH	ICMA RETIREMENT TRUST V010029	P/E 6/30/18 PD 7/6/18	0037-2170 Deferred Comp Payable - ICMA	AP071218	57.75	070618A		00098379	07/12/2018
MW OH	ICMA RETIREMENT TRUST V010029	P/E 6/30/18 PD 7/6/18	0054-2170 Deferred Comp Payable - ICMA	AP071218	51.90	070618A		00098379	07/12/2018
MW OH	ICMA RETIREMENT TRUST V010029	P/E 6/30/18 PD 7/6/18	0048-2170 Deferred Comp Payable - ICMA	AP071218	145.50	070618A		00098379	07/12/2018
				Check Total:	1,757.54				
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 6/30 PD 7/6	0029-2131 Employer PARS/ARS Payable	AP071218	94.75	070618A		00098380	07/12/2018
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 6/30 PD 7/6	0054-2131 Employer PARS/ARS Payable	AP071218	32.14	070618A		00098380	07/12/2018
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 6/30 PD 7/6	0048-2131 Employer PARS/ARS Payable	AP071218	234.41	070618A		00098380	07/12/2018

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Check Register
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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 6/30 PD 7/6	0010-2131 Employer PARS/ARS Payable	AP071218	1,217.16 070618A		00098380	07/12/2018
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 6/30 PD 7/6	0037-2131 Employer PARS/ARS Payable	AP071218	148.89 070618A		00098380	07/12/2018
					Check Total:	1,727.35		
MW OH	KAATZ, ANDREA V010903	SWIM CLASS REFUND	100000-4340 / 79510-4340 Recreation Programs	AP071218	65.00 07102018		00098381	07/12/2018
					Check Total:	65.00		
MW OH	LOS ALTOS TROPHY CO V000584	PHOTO CONTEST AWARD RIBBONS	104074-6301 Special Department Supplies	AP071218	134.96 78163		00098382	07/12/2018
					Check Total:	134.96		
MW OH	MAKE IT PERSONAL V000646	MAGNET NAME BADGE	102020-6315 Office Supplies	AP071218	8.62 07062018-6		00098383	07/12/2018
					Check Total:	8.62		
MW OH	MC FADDEN-DALE V000635	CAR JACK	103658-6134 Vehicle Repair & Maintenance	AP071218	110.23 334422/5		00098384	07/12/2018
					Check Total:	110.23		
MW OH	OFFICE INDUSTRIES V007477	PAPER	109595-6315 Office Supplies	AP071218	186.52 61872		00098385	07/12/2018
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	102020-6315 Office Supplies	AP071218	77.54 61873		00098385	07/12/2018
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	102020-6315 Office Supplies	AP071218	37.70 B61873-1		00098385	07/12/2018
					Check Total:	301.76		
MW OH	PLACENTIA, CITY OF V000778	JULY DENTAL CLAIMS	395083-5130 Dental Claim	AP071218	6,281.98 062018-070718		00098386	07/12/2018
					Check Total:	6,281.98		
MW OH	SARAVIA, DAYSI V009842	DEPOSIT REFUND - BACKS BLDG	100000-4385 Facility Rental	AP071218	150.00 2002242.002		00098387	07/12/2018

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	150.00				
MW OH	SELMAN CHEVROLET V009997	HOSE	103658-6134 Vehicle Repair & Maintenance	AP071218	119.40	CVR462269		00098388	07/12/2018
				Check Total:	119.40				
MW OH	SOTO ENTERTAINMENT V010517	7/26 CONCERT IN THE PARK	104074-6299 Other Purchased Services	AP071218	1,000.00	07102018		00098389	07/12/2018
				Check Total:	1,000.00				
MW OH	SUPERION LLC V005987	JULY ASP/RSP ACCESS FEE	101523-6136 Software Maintenance	AP071218	6,533.96	209708	P11353	00098390	07/12/2018
				Check Total:	6,533.96				
MW OH	THE KARAGINES FAMILY V007073	JULY-DEC LEASE PMT	103043-6160 Facility Rental	AP071218	17,224.50	070118	P11356	00098391	07/12/2018
				Check Total:	17,224.50				
MW OH	TIME WARNER CABLE V004450	7/2-8/1 PD CABLE SVS	109595-6215 Telephone	AP071218	133.62	21042 JULY 18		00098392	07/12/2018
MW OH	TIME WARNER CABLE V004450	7/14-8/13 PD FIBER INTERNET	109595-6215 Telephone	AP071218	619.00	28002 JULY 18		00098392	07/12/2018
				Check Total:	752.62				
MW OH	TRAINING INNOVATIONS INC V003664	INCMS SOFTWARE SUBSCRIPTION	103040-6290 Dept. Contract Services	AP071218	750.00	18-115		00098393	07/12/2018
				Check Total:	750.00				
MW OH	US BANK PARS #6746022400 V008781	P/E 6/30/18 PD 7/6/18	0010-2126 Employee PARS/ARS W/H	AP071218	1,689.19	070618A		00098394	07/12/2018
MW OH	US BANK PARS #6746022400 V008781	P/E 6/30/18 PD 7/6/18	0010-2131 Employer PARS/ARS Payable	AP071218	1,689.19	070618A		00098394	07/12/2018
				Check Total:	3,378.38				
MW OH	ARMAS, JOSE V010905	DEPOSIT REFUND - WHITTEN	100000-4385 Facility Rental	AP071618	150.00	2002243.002		00098495	07/16/2018
				Check Total:	150.00				

City of Placentia
Check Register
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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	BAHENA, FIDELIA V010906	DEPOSIT REFUND - WHITTEN	100000-4385 Facility Rental	AP071618	150.00	2002244.002		00098496	07/16/2018
					Check Total:	150.00			
MW OH	BRUCE, SCOT V010907	7/19 CONCERT IN THE PARK	104074-6299 Other Purchased Services	AP071618	1,500.00	07102018		00098497	07/16/2018
					Check Total:	1,500.00			
MW OH	CALIFORNIA DENTAL V008102	AUG DENTAL INSURANCE	395000-4720 ISF Dental Ins Reimbursement	AP071618	577.72	AUGUST 18		00098498	07/16/2018
MW OH	CALIFORNIA DENTAL V008102	AUG DENTAL INSURANCE	395083-5162 Dental Insurance Premiums	AP071618	154.42	AUGUST 18		00098498	07/16/2018
					Check Total:	732.14			
MW OH	CALIFORNIA POLICE CHIEFSMEMBERSHIP - POINT V000196		103040-6255 Dues & Memberships	AP071618	145.00	10075		00098499	07/16/2018
MW OH	CALIFORNIA POLICE CHIEFSMEMBERSHIP - BUTTS V000196		103040-6255 Dues & Memberships	AP071618	145.00	10076		00098499	07/16/2018
MW OH	CALIFORNIA POLICE CHIEFSMEMBERSHIP - MCELHINNEY V000196		103040-6255 Dues & Memberships	AP071618	145.00	10198		00098499	07/16/2018
MW OH	CALIFORNIA POLICE CHIEFSMEMBERSHIP - LENYI V000196		103040-6255 Dues & Memberships	AP071618	695.00	10370		00098499	07/16/2018
					Check Total:	1,130.00			
MW OH	CANON SOLUTIONS AMERICA V008809	MONTHLY COPIER BASE CHARGES	109595-6175 Office Equipment Rental	AP071618	11.00	4026386761		00098500	07/16/2018
					Check Total:	11.00			
MW OH	CIVIC PLUS V006674	WEBSITE HOSTING FEES	101523-6136 Software Maintenance	AP071618	1,886.44	173577		00098501	07/16/2018
					Check Total:	1,886.44			
MW OH	MADRIGAL, RAUL V002903	7/1-14 DISABILITY PENSION PMT	103041-5001 Salaries/Full-Time Regular	AP071618	1,793.10	015		00098502	07/16/2018
					Check Total:	1,793.10			

**City of Placentia
Check Register
For 07/16/2018**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103550-6315 Office Supplies	AP071618	32.78	61869		00098503	07/16/2018
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103550-6315 Office Supplies	AP071618	20.96	B61869-1		00098503	07/16/2018
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103550-6315 Office Supplies	AP071618	48.47	B61869-2		00098503	07/16/2018
Check Total:					102.21				
MW OH	PRINCIPAL LIFE V008141	JULY DENTAL INSURANCE	395000-4720 ISF Dental Ins Reimbursement	AP071618	916.98	JULY 2018A		00098504	07/16/2018
MW OH	PRINCIPAL LIFE V008141	JULY DENTAL INSURANCE	395083-5162 Dental Insurance Premiums	AP071618	847.96	JULY 2018A		00098504	07/16/2018
Check Total:					1,764.94				
MW OH	PUBLIC AGENCY RISK V000241	PROPERTY INSURANCE PREMIUM	404582-6201 Liability Insurance Premiums	AP071618	42,841.00	19-126	P11351	00098505	07/16/2018
MW OH	PUBLIC AGENCY RISK V000241	LIABILITY INSURANCE PREMIUM	404582-6201 Liability Insurance Premiums	AP071618	292,543.00	19-20	P11351	00098505	07/16/2018
MW OH	PUBLIC AGENCY RISK V000241	COMMERCIAL CRIME BOND	404582-6201 Liability Insurance Premiums	AP071618	5,527.00	19-88	P11351	00098505	07/16/2018
Check Total:					340,911.00				
Type Total:					439,254.83				
Check Total:					439,254.83				

**City of Placentia
Electronic Disbursement Register**

For 07/24/2018
FY 18/19

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
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Grand Total: 163,112.96

EDR Totals by ID

AP	0.00
EP	163,112.96
IP	0.00
OP	0.00

<u>Fund Name</u>	<u>EDR Totals by Fund</u>
101-General Fund (0010)	228,205.51
208-Scssr Agency Ret Oblg (0054)	1,438.89
224-Asset Seiz 15% Training (0073)	370.24
228-NOC-Public Safety Grant(0061)	4,118.25
229-Comm Trans Hous Grant (0062)	1,477.48
265-Landscape Maintenance (0029)	1,501.65
275-Sewer Maintenance (0048)	6,432.11
501-Refuse Administration (0037)	1,730.98
601-Employee Health & Wifre (0039)	-82,162.15

Void Total: 0.00
EDR Total: 163,112.96

Electronic Disbursement Sub Totals: 163,112.96

ACH Payroll Direct Deposit for 07/06/18: 323,760.64

Electronic Disbursement Total: 486,873.60

Funds will be transferred from the Cash Basis Fund as needed to fund the warrants included on this warrant register

City of Placentia
Electronic Disbursement Register
For 07/16/2018

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	ICMA RETIREMENT TRUST V000496	PE 6/30/18 PD 7/6/18	0029-2170 Deferred Comp Payable - ICMA	PY18014	126.07	2995/1801014		00010765	07/06/2018
EP	ICMA RETIREMENT TRUST V000496	PE 6/30/18 PD 7/6/18	0037-2170 Deferred Comp Payable - ICMA	PY18014	100.15	2995/1801014		00010765	07/06/2018
EP	ICMA RETIREMENT TRUST V000496	PE 6/30/18 PD 7/6/18	0010-2170 Deferred Comp Payable - ICMA	PY18014	11,879.37	2995/1801014		00010765	07/06/2018
EP	ICMA RETIREMENT TRUST V000496	PE 6/30/18 PD 7/6/18	0048-2170 Deferred Comp Payable - ICMA	PY18014	571.81	2995/1801014		00010765	07/06/2018
EP	ICMA RETIREMENT TRUST V000496	PE 6/30/18 PD 7/6/18	0073-2170 Deferred Comp Payable - ICMA	PY18014	50.74	2995/1801014		00010765	07/06/2018
EP	ICMA RETIREMENT TRUST V000496	PE 6/30/18 PD 7/6/18	0054-2170 Deferred Comp Payable - ICMA	PY18014	81.90	2995/1801014		00010765	07/06/2018
EP	ICMA RETIREMENT TRUST V000496	PE 6/30/18 PD 7/6/18	0061-2170 Deferred Comp Payable - ICMA	PY18014	500.00	2995/1801014		00010765	07/06/2018
EP	ICMA RETIREMENT TRUST V000496	PE 6/30/18 PD 7/6/18	0062-2170 Deferred Comp Payable - ICMA	PY18014	150.00	2995/1801014		00010765	07/06/2018
Check Total:					13,460.04				
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/30 PD 7/6	0010-2145 Employee PERS Payback W/H	ACH071218	78.40	071218		00010766	07/12/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/30 PD 7/6	0010-2150 Survivor Benefit Package	ACH071218	111.57	071218		00010766	07/12/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/30 PD 7/6	0010-2195 PERS Uniform	ACH071218	21.88	071218		00010766	07/12/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/30 PD 7/6	0029-2140 Employee PERS W/H	ACH071218	803.30	071218		00010766	07/12/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/30 PD 7/6	0029-2150 Survivor Benefit Package	ACH071218	1.10	071218		00010766	07/12/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/30 PD 7/6	0029-2195 PERS Uniform	ACH071218	0.30	071218		00010766	07/12/2018
EP	CALIFORNIA PUBLIC	PERS P/E 6/30 PD 7/6	0037-2140	ACH071218	853.34	071218		00010766	07/12/2018

City of Placentia
Electronic Disbursement Register
For 07/16/2018

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 6/30 PD 7/6	0010-2140 Employee PERS W/H	ACH071218	144,498.65	071218		00010766	07/12/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/30 PD 7/6	0037-2145 Employee PERS Payback W/H	ACH071218	4.13	071218		00010766	07/12/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/30 PD 7/6	395083-5145 Retirement PERS	ACH071218	-82,162.15	071218		00010766	07/12/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/30 PD 7/6	0037-2150 Survivor Benefit Package	ACH071218	1.00	071218		00010766	07/12/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/30 PD 7/6	0048-2140 Employee PERS W/H	ACH071218	3,666.41	071218		00010766	07/12/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/30 PD 7/6	0048-2150 Survivor Benefit Package	ACH071218	4.33	071218		00010766	07/12/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/30 PD 7/6	0048-2195 PERS Uniform	ACH071218	1.47	071218		00010766	07/12/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/30 PD 7/6	0054-2140 Employee PERS W/H	ACH071218	603.14	071218		00010766	07/12/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/30 PD 7/6	0054-2150 Survivor Benefit Package	ACH071218	0.61	071218		00010766	07/12/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/30 PD 7/6	0061-2140 Employee PERS W/H	ACH071218	3,205.07	071218		00010766	07/12/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/30 PD 7/6	0061-2150 Survivor Benefit Package	ACH071218	0.93	071218		00010766	07/12/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/30 PD 7/6	0061-2195 PERS Uniform	ACH071218	0.55	071218		00010766	07/12/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/30 PD 7/6	0062-2140 Employee PERS W/H	ACH071218	942.51	071218		00010766	07/12/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/30 PD 7/6	0062-2150 Survivor Benefit Package	ACH071218	1.86	071218		00010766	07/12/2018
EP	CALIFORNIA PUBLIC	PERS P/E 6/30 PD 7/6	0073-2140	ACH071218	79.84	071218		00010766	07/12/2018

City of Placentia
Electronic Disbursement Register
For 07/16/2018

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 6/30 PD 7/6	0073-2150 Survivor Benefit Package	ACH071218	0.20 071218		00010766	07/12/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/30 PD 7/6	0073-2195 PERS Uniform	ACH071218	0.05 071218		00010766	07/12/2018
Check Total:					72,718.49			
EP	EMPLOYMENT V010052	STATE TAX P/E 6/30 PD 7/6	0010-2135 Calif Income Tax W/H	ACH071218	6.33 070518		00010767	07/12/2018
EP	EMPLOYMENT V010052	STATE TAX P/E 6/30 PD 7/6	0029-2135 Calif Income Tax W/H	ACH071218	132.18 070618		00010767	07/12/2018
EP	EMPLOYMENT V010052	STATE TAX P/E 6/30 PD 7/6	0010-2135 Calif Income Tax W/H	ACH071218	16,083.61 070618		00010767	07/12/2018
EP	EMPLOYMENT V010052	STATE TAX P/E 6/30 PD 7/6	0037-2135 Calif Income Tax W/H	ACH071218	193.85 070618		00010767	07/12/2018
EP	EMPLOYMENT V010052	STATE TAX P/E 6/30 PD 7/6	0073-2135 Calif Income Tax W/H	ACH071218	64.66 070618		00010767	07/12/2018
EP	EMPLOYMENT V010052	STATE TAX P/E 6/30 PD 7/6	0048-2135 Calif Income Tax W/H	ACH071218	521.07 070618		00010767	07/12/2018
EP	EMPLOYMENT V010052	STATE TAX P/E 6/30 PD 7/6	0054-2135 Calif Income Tax W/H	ACH071218	202.36 070618		00010767	07/12/2018
EP	EMPLOYMENT V010052	STATE TAX P/E 6/30 PD 7/6	0061-2135 Calif Income Tax W/H	ACH071218	89.78 070618		00010767	07/12/2018
EP	EMPLOYMENT V010052	STATE TAX P/E 6/30 PD 7/6	0062-2135 Calif Income Tax W/H	ACH071218	54.87 070618		00010767	07/12/2018
Check Total:					17,348.71			
EP	INTERNAL REVENUE V010054	FED/MED/SS 7/5 FLSA PAYOUT	0010-2120 Employer Medicare Payable	ACH071218	108.92 070518		00010768	07/12/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS 7/5 FLSA PAYOUT	0010-2110 Federal Income Tax W/H	ACH071218	101.69 070518		00010768	07/12/2018
EP	INTERNAL REVENUE	FED/MED/SS 7/5 FLSA PAYOUT	0010-2115	ACH071218	108.92 070518		00010768	07/12/2018

City of Placentia
Electronic Disbursement Register
For 07/16/2018

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V010054		Employee Medicare W/H						
EP	INTERNAL REVENUE V010054	FED/MED/SS 7/5 FLSA PAYOUT	0061-2120 Employer Medicare Payable	ACH071218	2.42	070518		00010768	07/12/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS 7/5 FLSA PAYOUT	0061-2115 Employee Medicare W/H	ACH071218	2.42	070518		00010768	07/12/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/30 PD 7/6	0010-2125 Employee Social Sec W/H	ACH071218	18.60	070618		00010768	07/12/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/30 PD 7/6	0010-2130 Employer Soc Sec Payable	ACH071218	18.60	070618		00010768	07/12/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/30 PD 7/6	0029-2110 Federal Income Tax W/H	ACH071218	340.10	070618		00010768	07/12/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/30 PD 7/6	0029-2115 Employee Medicare W/H	ACH071218	49.30	070618		00010768	07/12/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/30 PD 7/6	0029-2120 Employer Medicare Payable	ACH071218	49.30	070618		00010768	07/12/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/30 PD 7/6	0037-2110 Federal Income Tax W/H	ACH071218	464.65	070618		00010768	07/12/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/30 PD 7/6	0037-2115 Employee Medicare W/H	ACH071218	56.93	070618		00010768	07/12/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/30 PD 7/6	0037-2120 Employer Medicare Payable	ACH071218	56.93	070618		00010768	07/12/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/30 PD 7/6	0048-2110 Federal Income Tax W/H	ACH071218	1,310.24	070618		00010768	07/12/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/30 PD 7/6	0010-2110 Federal Income Tax W/H	ACH071218	43,054.25	070618		00010768	07/12/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/30 PD 7/6	0048-2115 Employee Medicare W/H	ACH071218	178.39	070618		00010768	07/12/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/30 PD 7/6	0073-2120 Employer Medicare Payable	ACH071218	16.00	070618		00010768	07/12/2018
EP	INTERNAL REVENUE	FED/MED/SS P/E 6/30 PD 7/6	0048-2120	ACH071218	178.39	070618		00010768	07/12/2018

City of Placentia
Electronic Disbursement Register
For 07/16/2018

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Ref #	Ref Date
	V010054		Employer Medicare Payable					
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/30 PD 7/6	0054-2110 Federal Income Tax W/H	ACH071218	447.80 070618		00010768	07/12/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/30 PD 7/6	0054-2115 Employee Medicare W/H	ACH071218	51.54 070618		00010768	07/12/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/30 PD 7/6	0054-2120 Employer Medicare Payable	ACH071218	51.54 070618		00010768	07/12/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/30 PD 7/6	0061-2110 Federal Income Tax W/H	ACH071218	210.54 070618		00010768	07/12/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/30 PD 7/6	0010-2115 Employee Medicare W/H	ACH071218	6,057.36 070618		00010768	07/12/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/30 PD 7/6	0061-2115 Employee Medicare W/H	ACH071218	53.27 070618		00010768	07/12/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/30 PD 7/6	0010-2120 Employer Medicare Payable	ACH071218	6,057.36 070618		00010768	07/12/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/30 PD 7/6	0061-2120 Employer Medicare Payable	ACH071218	53.27 070618		00010768	07/12/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/30 PD 7/6	0062-2110 Federal Income Tax W/H	ACH071218	184.64 070618		00010768	07/12/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/30 PD 7/6	0062-2115 Employee Medicare W/H	ACH071218	71.80 070618		00010768	07/12/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/30 PD 7/6	0062-2120 Employer Medicare Payable	ACH071218	71.80 070618		00010768	07/12/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/30 PD 7/6	0073-2110 Federal Income Tax W/H	ACH071218	142.75 070618		00010768	07/12/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/30 PD 7/6	0073-2115 Employee Medicare W/H	ACH071218	16.00 070618		00010768	07/12/2018
Check Total:					59,585.72			
Type Total:					163,112.96			

City of Placentia
Electronic Disbursement Register
For 07/16/2018

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
				Check Total:	163,112.96				



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: JULY 24, 2018

SUBJECT: **DECLARATION OF SURPLUS PROPERTY**

FISCAL

IMPACT: REVENUE REALIZED FROM THE SALE OF SURPLUS PROPERTY WILL BE DEPOSITED INTO THE CITY EQUIPMENT REPLACEMENT FUND

SUMMARY:

The City owns eleven (11) vehicles not currently in use as they have reached the end of their useful service life. The recommended actions will authorize the surplus of these vehicles through a public auction

RECOMMENDATION:

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

1. Declare the eleven (11) vehicles listed in this report as surplus property; and
2. Authorize the City Administrator or his designee to execute the necessary documents to dispose of these vehicles through a public auction; and
3. Direct Staff to deposit the auction proceeds into the City Equipment Replacement Fund.

DISCUSSION:

City vehicles and equipment are periodically evaluated to determine whether they should be kept in service or if they should be replaced or disposed of through a public auction. Several of the vehicles recommended for surplus this year were replaced with electric vehicles. In addition, there are several police units that have recently been replaced by newer patrol units obtained with outside grant funding and/or insurance proceeds. The list of vehicles to be declared surplus property is noted in the table below:

1.c.
July 24, 2018

Item No.	Model Year	Make/Model	V.I.N.	Assigned Department
1	2007	Dodge Charger SXT	2B3KA43G97H649468	Police
2	2008	Nissan Altima	1N4CL21E98C125265	Police
3	2002	Ford F-150	1FTRX17292KB77749	Public Works
4	2005	Chrysler PT Cruiser	3C4FY48B25T614848	Police
5	1998	Ford E450 Super-Duty Bus	1FDXE40F3WHA21023	Community Services
6	2010	Ford Crown Victoria	2FABP7BV9AY123584	Police
7	2011	Ford Crown Victoria	2FABP7BV3BX180087	Police
8	2010	Ford Crown Victoria	2FABP7BV6BX106808	Police
9	2010	Ford Crown Victoria	2FABP7BV4AX123588	Police
10	2010	Ford Crown Victoria	2FABP7BV3AX123578	Police
11	1990	Ford F-Super Duty	2FDLF47M7LCB09608	Public Works
12	2011	Ford Crown Victoria	2FABP7BV7BX180397	Police

FISCAL IMPACT:

All revenues generated by the sale of surplus vehicles will be deposited into the City's Equipment Replacement Fund.

Prepared by:

 7/12/18

 Joel Cardenas
 Public Works Superintendent

Reviewed and approved:



 Luis Estevez
 Director of Public Works

Reviewed and approved



 Kim Krause
 Director of Finance

Reviewed and approved:



 Damien R. Arrula
 City Administrator



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: JULY 24, 2018

SUBJECT: **PROFESSIONAL SERVICES AGREEMENTS FOR SUPPLEMENTAL PRIVATE DEVELOPMENT PLAN CHECK SERVICES**

FISCAL

IMPACT: EXPENSE: \$225,000 PROFESSIONAL ENGINEERING SERVICES
REVENUE: \$225,000 PASS-THROUGH COST 100% COVERED BY THE APPLICANTS

No General Fund dollars will be used on this project.

SUMMARY:

In order to meet the engineering plan check demand for new developments within the City of Placentia, on-call plan check services provided by professional consultants will be required to support City Staff to better manage potential additional work load, and ensure engineering plan checks are completed in a timely manner. Staff proposes to retain the services of a pool of three (3) engineering consultant companies to provide the City with professional plan check services for all ongoing and future private development projects within the City of Placentia. These services include plan check entitlement reviews, preliminary tract and parcel map reviews, review of Water Quality Management Plans, Storm Water Pollution Prevention Plans and plan check review of street improvement plans. In addition, these consultants would review technical engineering reports such as sewer and storm drain capacity studies. The consultants shall perform these services as described in each task order at the direction of the City Engineer, based on the agreed cost per sheet basis as enumerated in the most recent fee schedule that was adopted by the City Council. The cost to provide these services, including City overhead costs are covered by private developers via established plan check fees and deposits charged to all project applicants.

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Award Professional Services Agreements for not-to-exceed amounts of \$75,000 each to HR Green Pacific, Inc., Infrastructure Engineers Inc., and Transtech Engineers, Inc. for On-Call Plan Check Services for Private Development for a term ending July 1, 2021; and

1.d.
July 24, 2018

2. Authorize the City Administrator to approve contract change orders up to 10% of the contract amount, or \$7,500 to each consultant; and
3. Authorize the City Administrator and/or his designee to execute all the necessary documents, in a form approved by the City Attorney.

DISCUSSION:

HR Green Pacific, Inc. is currently providing the City with plan check services, however, as demand for these external services continues to grow, Staff will need additional external resources to meet this demand and fulfill development deadlines over the next several years. Staff performed a search for qualified engineering firms that have the expertise, experience and personnel necessary to provide engineering plan check services to the City.

Through this search, Staff identified two additional firms, Transtech Engineers, Inc. and Infrastructure Engineers, Inc., both of which currently provide plan check services to other local cities and counties. All of these firms are familiar with the needs of the City, the requirements of the contract terms and conditions and Staff's expectations for timely turnaround on plan check reviews. The scope of services under these contracts will include on-call plan check of various plan types and reports such as:

- Rough/Precise Grading Plans
- Erosion Control Plans
- Water Quality Management Plans (WQMP)
- Sewer Capacity Studies
- Hydrology and Hydraulics Reports
- Tentative Parcel/Tract Maps
- Lot Line Adjustments and Mergers
- Street Improvement Plans
- Storm Drain Plans
- Sanitary Sewer Plans

Staff is proposing to enter into separate on-call agreements with three (3) consultants for plan check services on an as-needed basis. The cost of these services is paid in advance by the project applicants and property developers. The consultants shall perform these services as described in each task order at the direction of the City Engineer, based on the agreed cost per sheet basis as enumerated in the fee schedule that was recently adopted by the City Council.

FISCAL IMPACT:

The cost for plan checking services along with the City's overhead will be covered by plan check fees and various fee deposits paid by developers and project applicants in accordance with the City's adopted Fee Schedule. No General Fund dollars will be used for any of these contracts.

Prepared by:



Masoud Sepahi, P.E.
City Engineer

Reviewed and approved:



Luis Estevez
Director of Public Works

Reviewed and approved:



Kim Krause
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Professional Services Agreement with HR Green Pacific, Inc.
2. Professional Services Agreement with Transtech Engineers, Inc.
3. Professional Services Agreement with Infrastructure Engineers, Inc.

**CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH
HR GREEN PACIFIC, INC.**

THIS AGREEMENT is made and entered into this July 24th day of July, 2018 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and HR Green Pacific, Inc., a California "C" corporation ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide On-call Plan check services for Public Works' Improvements associated with Private Developments in the City of Placentia, as more fully described herein; and

B. WHEREAS, Consultant represents that it is "design professional" as that term is defined by California Civil Code Section 2782.8 and 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 Consultant's Proposal ("Proposal"), 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. All insurance requirements contained in this Agreement are independently applicable to any and all subcontractors that Consultant may engage during the term of this Agreement.

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". Consultant's total compensation shall not exceed Seventy-Five Thousand Dollars (\$75,000.00).

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. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "A".

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 36 months, ending on July 10th, 2021, 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 from #CG 00 01 04 13, 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. If Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Consultant.
- (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, each incident 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 for any employee or employees of Consultant. 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 and endorsements 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:

HR Green Pacific, Inc.
1260 Corona Pointe Court,
Suite # 305
Tel: 855-900-4742
Fax: 855-641-5877
Attn: Tina York, P.E.

IF TO CITY:

City of Placentia
401 E. Chapman
Placentia, CA 92870
Tel: 714-993-8132
Fax: 714-961-0283
Attn: Masoud Sepahi, P.E.

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 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, preliminary notes, working documents, 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, but shall be made available to the City within ten (10) days of request or within ten (10) days of termination. 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, preliminary notes and working documents, 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, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Consultant's Proposal.

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

Chad P. Wanke, Mayor

Date: _____

ATTEST:

Patrick J. Melia, City Clerk

CONSULTANT

Signature

Date: 6/18/13

Name and Title

82-1518456
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Rosanna Ramirez, Risk Management

Date: _____

APPROVED AS TO CONTENT:

Masoud Sepahi, Project Manager

Date: _____

DEPARTMENTAL APPROVAL

Luis Estevez, Director of Public Works

Date: _____

EXHIBIT A
CONSULTANT'S PROPOSAL

SUBMITTED BY



April 25, 2018

CITY OF PLACENTIA

On-Call Plan Check Services for Private Development

HR Green Pacific, Inc.

1260 Corona Pointe Court | Suite 305

Corona, CA 92879

Direct 855.900.4742

Fax 714.333.1226

Prepared for

City of Placentia

Attention: Masoud Sepahi, PE, City Engineer

401 E. Chapman Street

Placentia, CA 92876



HRGreen

P A C I F I C

▷1260 Corona Pointe Court, Suite 305 | Corona, CA 92879
Main 855.900.4742

HRGREEN.COM

April 25, 2018

City of Placentia, Department of Public Works
Attention: Masoud Sepahi, PE, City Engineer
401 E. Chapman Street
Placentia, California 92870

Subject: Proposal for On-Call Plan Check Services for Private Development

Dear Masoud and Selection Committee,

The reliability and quality you have received from **HR Green Pacific, Inc. (HR Green)** providing plan and entitlement reviews will be replicated in the cost effective and timely delivery of the Scope of On-Call Plan Check Services section of your RFP. We have garnered a successful track record; will **leverage electronic plan check/paperless processing to save time and money**; and offer a team with technical expertise and best management practices to ensure that comprehensive plan check, NPDES compliance, and survey services are in compliance with applicable standards and requirements.

HR Green's qualifications can be summarized as follows:

- Played key role in **entitlement review** for numerous Southern California projects
- Proficiency using different electronic plan review / paperless processing solutions
- Provided multi-faceted plan review to **40+ Southern California agencies**
- Our staff have served as public agency employees and/or as an on-site extension of staff
- Proven ability to leverage best practices (e.g., electronic plan check, web-based document tracking, etc.)
- Successful track record consistently **meeting or beating turnaround review schedules**

For the past seven years, HR Green has been providing plan check services to the City of Placentia. In this role our staff has supported the City with plan check, inspection, and project management for land development projects. We also served as the City Engineer. More specifically, our plan check tasks and entitlement reviews (commenting and condition writing) have included streets, grading, drainage, geotechnical, WQMP/SWPPP, and mapping.

We will utilize subconsultant **Dennis Janda, Inc. (DJI)** to provide map checking support. HR Green and DJI have a long standing relationship serving numerous agencies, including the City of Placentia.

HR Green has the resources, technical breadth, and availability to meet any staffing needs and will complete work assignments in a timely and high quality manner.

Sincerely,

HR GREEN PACIFIC, INC.

Roy Stephenson, PE
Principal-in-Charge

George A. Wentz, PE
Vice President

1. CAPABILITIES

1. Firm Qualifications

HR Green Pacific, Inc. is a sister company of Green Companies, Inc., which was founded in 1913. We maintain multiple offices in Southern California including an office located in Orange County.

HR Green is a leader in managing the plan checking and entitlement review of development projects throughout Southern California. Our staff have represented numerous cities and counties, negotiated multi-million dollar agreements with developers, and processed the entitlement, plan review, inception, and approval of mixed-use development projects. Our staff is well known in the development community for achieving the desired results and implementing sustainable projects. Our staff members are serving or have served the Cities of Placentia, Laguna Hills, Jurupa Valley, La Quinta, and Anaheim, as well as the County of Orange in an identical role. We have coordinated with some of the region's largest developers to manage the processing of major land developments (i.e Pulte Homes, Lennar, CV Communities, DR Horton, William Lyon, etc.).

Our creative and innovative solutions are scalable and tailored to fit a client's needs, whether it is a rapid response to an immediate challenge, or a broader need directed at implementation of a longer-term solution. These innovative solutions have been successful in helping governments address their most significant issues: increasing revenue streams; helping to efficiently manage their programs; and assisting in providing a high level of service to their constituents. **HR Green's entitlement review engineers and plan reviewers are involved in the planning phase, setting expectations at the forefront of the project. This approach saves the City time and money.** Our leaders develop approaches for various initiatives to help the communities they serve and leverage technology to save time and money while enhancing collaboration. These best practice tools include electronic plan check, paperless processing, field inspection apps, and GIS.

RECENT SIMILAR PROJECTS/REFERENCES

HR Green has extensive experience performing similar services for various agencies. Each of the following projects highlighted on the following pages showcase HR Green's demonstrated capabilities.



On-Call Plan Check Services for Private Development

Placentia, CA



CITY OF PLACENTIA
Placentia CA - Orange County

Client Reference:

Damian Arrula, City Administrator
714.993.8117
darrula@placentia.org

Dates the work was performed:

2010 - ongoing

Key Staff/Responsibilities:

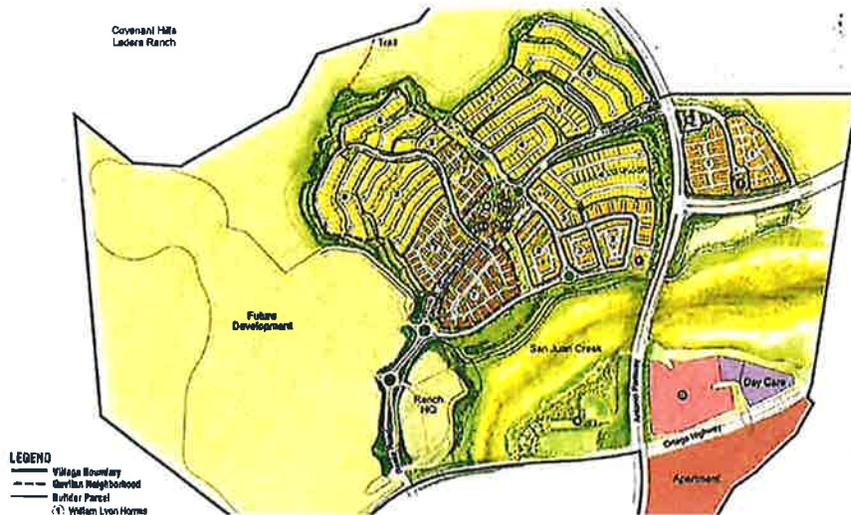
Tina York, PE - Project Manager
Marla Doyle, PE - Plan Reviewer
Dennis Janda, PLS - Map Reviewer

Ongoing as-needed civil engineering, CIP project/program management, and plan review services involving city CIP projects, five OC Bridges projects, and new Metrolink Station.

- Embedded City Engineer responsible for CIP preparation, project management, and land development processing
- Oversaw CIP design; and provided plan checking, specification review, and construction oversight
- Represents the City to assure that these projects comply with City standards and guidelines
- Oversaw \$6.5 million in street rehabilitation improvements citywide through gas tax funding
- Managed the planning, design, and construction as well as value engineering and plan check of award-winning, \$500 million OC Bridges Program. Provided extensive value engineering and design engineering input to save time and money, mitigate impacts, enhance infrastructure improvements. Collaborated with OCTA, OC Flood, multiple cities, utilities, and water agencies to facilitate permits and improvements.

HR Green provided plan check services for the City's grade separation projects listed below:

- Placentia Avenue Undercrossing/Grade Separation (\$69 million)
- Kraemer Boulevard Undercrossing/Grade Separation (\$71 million)
- Orangethorpe Avenue Overcrossing/Grade Separation (\$117 million)
- Lakeview Avenue Overcrossing/Grade Separation (\$70 million)
- Tustin Avenue/Rose Drive Overcrossing/Grade Separation (\$103 million)



COUNTY OF ORANGE
Orange, CA - Orange County

Client Reference:

Bea Bea Jimenez, Division Manager
714.667.8852
beabea.jimenez@ocpw.ocgov.com

Dates the work was performed:
2008 - ongoing

Key Staff/Responsibilities:

Tina York, PE - Project Manager
Marla Doyle, PE - Plan Reviewer
James Xiong, PE - Plan Reviewer
Bob Makowski, OSP, CPESC, CESSWI - Plan Reviewer
Dennis Janda, PLS - Map Reviewer
Rob Olson - Plan Reviewer
Selena Jong - Plan Reviewer

HR Green provides comprehensive planning, **plan check, and inspection** for multi-phased 23,000-acre development composed of 6,000 buildable acres. We maintain a 99% on-time plan check rate exclusively using electronic plan check and paperless processing to meet County and developer's **fast-track timetable (5/3/1)**. We conduct inspections of residential and commercial buildings, precise grading, retaining walls, park facilities, community centers, apartments, and single-family homes. Our staff participates in roundtable discussions facilitated by the County with developers to ensure cognizance of current standards to help speed review times and ease approvals. Moreover, we provide same day processing of plan check budgets with the County and electronically transmit response letters and tracking logs concurrently to The Ranch developer, engineers, and County.

HR Green also is under contract for the provision of code enforcement services and prequalified to provide road design, construction management/inspection, and program / program management.

"Through HR Green's contract with the County of Orange, Rancho Mission Viejo (The Ranch Plan) has consistently received high quality plan reviews and inspection services delivered in a timely and professional manner." - Sam Couch, Vice-President, Planning & Entitlement, Rancho Mission Viejo, LLC



CITY OF POMONA
Pomona, CA - Los Angeles County

Client Reference:

Ron Chan, PE, Senior Civil Engineer
951.674.3124 x204; 909.620.2286
ronald_chan@ci.pomona.ca.us

Dates the work was performed:

1991 - ongoing

Key Staff/Responsibilities:

Tina York, PE - Project Manager
Marla Doyle, PE - Plan Reviewer
James Xiong, PE - Plan Reviewer

- Current HR Green as-needed consulting engineering contract
- Provides civil engineering plan check for various **new land development construction and improvements citywide, checking street improvement, grading, drainage, and utility plans**
- Under contract to provide **civil plan review** for multiple at-grade crossings associated with Hamilton Avenue and existing railroad corridor as well as technical review of Gold Line LRT, Phase 2B
- Proposed HR Green staff previously provided multi-faceted consulting engineering services, including plan check, CIP project management, sewer design oversight, and roadway design management

"HR Green's electronic plan check system provides instant file delivery to all responsible parties, making the review process more efficient and expeditious; at a glance history of all data transfers; and instant project deadline tracking and notification". - Carmen Barsa, PE, OSD, Public Works Engineering Associate, City of Pomona.



CITY OF PALOS VERDES ESTATES

Palos Verdes Estates, CA - Los
Angeles County

Client Reference:

Ken Rukavina, PE, City Engineer
310.378.0383
krukavina@pvestates.org

Dates the work was performed:

2015 - ongoing

Key Staff/Responsibilities:

Tina York, PE - Project Manager
Marla Doyle, PE - Plan Reviewer
James Xiong, PE - Plan Reviewer
Rob Olson - Plan Reviewer
Dennis Janda, PLS - Map Reviewer

Our staff provides all manner of civil and building plan review services, including precise grading, custom homes, commercial, tenant improvements, and grading. HR Green interfaces closely with the City's permit technicians and has initiated best practices (e.g., new forms, tracking tools, electronic plan review, code updates, ADA transition plan, etc.).

Initially, HR Green provided full staffing transition services from a previous, long-time consultant, including, but not limited to building and safety administration, building official, building inspection, building plan review, city engineering, public works engineering, transportation planning, traffic engineering, CIP program management, grant writing/administration, and project management.

Our staff consistently meet or beat plan review turnaround schedules, provide over-the-counter and electronic plan review and achieve a 100% success rate within two-hour windows. In that last year our staff has successfully completed 1,233 first plan checks for the City.

HR Green provides a "one stop shop" to achieve excellent customer satisfaction and is implementing a building permitting and community development system (SMARTGov).



CITY OF JURUPA VALLEY

Jurupa Valley, CA - Riverside County

Client Reference:

Gary Thompson, City Manager
 951.332.6464
 gthompson@jurupavalley.org

Dates the work was performed:

2011 - ongoing

Key Staff/Responsibilities:

Tina York, PE - Project Manager
 Marla Doyle, PE - Plan Reviewer
 James Xiong, PE - Plan Reviewer
 Bob Makowski, QSP, CPESC, CESSWI - Plan Reviewer
 Dennis Janda, PLS - Map Reviewer
 Selena Jong - Plan Reviewer

- Manage only California city to provide 100% of its municipal services through Alternative Service Delivery providers
- >60% of plan checks are handled over-the-counter
- Utilize electronic plan check / paperless processing
- Since 2011 City incorporation HR Green provides full departmental management and on-site staffing for Building & Safety, Public Works, and Engineering
- Full-service geotechnical review, drainage and grading review, and WQMP/SWPPP review
- Facilitate, entitle, review, approve, and inspect 2,000+ units of mixed-use land development, industrial, and commercial projects
- 99% success rate meeting civil plan check turnaround schedule (2,100+ plan sheets annually)
- Turnkey stormwater compliance services, including the oversight of the WQMP, WPCP, and SWPPP process from planning to final construction, including conditions of approval, P-WQMP and F-WQMP plan check, and BMP inspection
- Prepare the annual Local Implementation Plan to comply with the MS4 Permit and represent the City at Co-Permittee meetings
- Reduced costs 20-35% in permit processing and inspection fees to applicants due to shorter turnaround times and lower costs

"HR Green has effective management controls in place to control costs and provide timely information regarding project progress. The City has no hesitation in recommending their services." - Gary Thompson, City Manager, City of Jurupa Valley

Staffing

Nationwide, HR Green currently employs over 450 employees across 16 offices; including our HR Green Pacific, Inc. corporate headquarters in Corona with 60+ employees.



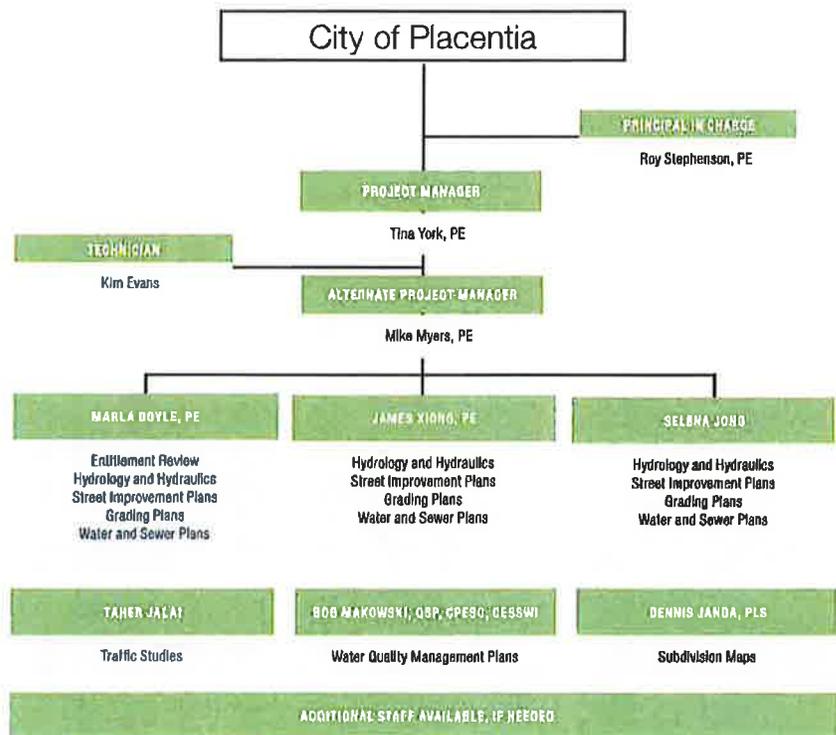
Background and experience of our project manager and key firm members are highlighted on the following pages.

One key aspect of serving on-call contracts is the ability to quickly mobilize the right people with the correct skill-sets and interpersonal capabilities to seamlessly serve in an embedded staffing role.

These local staff members bring a proven track record in plan checking and entitlement services. Our key task leaders have served either as public employees or as an extension of staff for governmental services, and have been selected based on their experience, skills and exceptional work:

- ▷ Adapting to Agency Culture
- ▷ Following Protocols / Processes
- ▷ Flexibility / Adaptability to Respond to Whatever Needs Arise
- ▷ Maintaining Clear & Open Lines of Communication

Key personnel applicable to this contract are shown in the organizational chart below.



2. BACKGROUND AND EXPERIENCE

We have assembled a team of highly qualified professionals to provide exceptional services to the City of Placentia. Our team members have been selected based upon their specialized expertise and capabilities, which has been demonstrated through the successful completion of similar projects with numerous public agencies.

Our team have served 10+ public agencies in Orange County.



SUBCONSULTANT

Supporting HR Green is the inclusion of Dennis Janda, Inc., a firm specializing in public sector map check, survey and mapping consulting to public agencies. The firm has done extensive mapping and field survey work for the City of Placentia.

Other past and current public sector clients include the Cities of Jurupa Valley, Chino Hills, Murrieta, Temecula, Menifee, Beaumont, and Adelanto; Counties of Orange, San Bernardino, and Riverside; Vista Irrigation District; and Eastern Municipal Water District. The firm also possesses extensive mapping and surveying experience of land development projects in Southern California.

Tina has 25+ years of experience focusing on civil plan review, project management, civil engineering, site grading and drainage design, and review of hydrology and hydraulics studies. She has also performed construction inspection for municipalities. Having overseen plan review services for 20+ agencies, she has customized plan review reports and tracking logs, checklists, and budgetary worksheets for tracking project costs. Tina has also managed a web-based plan check tracking system to give agency staff 24/7 project status and implemented electronic plan checking to enhance communication, reduce review times, and save money.

Tina York, PE
Project Manager

Education:
BS, Civil Engineering

Registration/Certification:
Registered Civil Engineer, CA #46367



Plan and Map Review, Orange County Agencies. Plan Reviewer/Project Manager for review of grading plans, improvement plans, sewer and water studies, hydrology/hydraulic studies, and bond estimates on an as-needed basis.

- City of Placentia
- City of Anaheim
- City of Laguna Hills
- City of Mission Viejo
- City of Rancho Santa Margarita
- County of Orange

Plan and Map Review, Los Angeles County Agencies. Plan Reviewer/Project Manager for review of grading plans, improvement plans, sewer and water studies, hydrology/hydraulic studies, and bond estimates on an as-needed basis.

- City of Pomona
- City of Palos Verdes Estates

Staff Extension Planning and Plan Review, City of Lake Elsinore, CA. Plan Review Manager coordinating planning and entitlement services, including Specific Plan and EIR review and updates as well as the review of major residential, industrial and commercial developments.

On-Site Development Services Management, City of Jurupa Valley, CA. Development Services Manager, overseeing full range of development services for the recently incorporated City, a diverse community of about 45 square miles and population of nearly 100,000 citizens. Coordinate all plan and map check intake, established and update plan review tracking logs, customized submittal checklists, oversee encroachment permitting, establish fee schedule, handle entitlement services and plan review, write Conditions of Approval. Coordinates closely with consultant planning staff to facilitate the processing and approval of land development projects. Has achieved 100% turnaround review schedule success of 2,100+ plan sheets most recent fiscal year.

Rancho Mission Viejo Development (The Ranch) Planning Areas 1 and 2, County of Orange, CA. Project Manager for the planning, plan check review, and inspection of various projects and backbone infrastructure associated with Planning Area 1 of the Ranch Plan, a 23,000-acre development, composed of 6,000 buildable acres in five initial planning areas and Planning Area 2.

Staff Extension Plan Review, County of San Diego, CA. Project Manager overseeing on-site staff for reviewing improvement and grading plans submitted to the County for clarity, format, completeness and conformance to the Regional Standard Drawings and County Grading Ordinances. During a multi-year period of heavy development activity staff consistently provided 30 to 60 hours per week of plan review. All plan reviews were completed on time or ahead of schedule.

Staff Extension Map Review, County of San Diego, CA. Project Manager overseeing on-site staff for checking parcel maps, tract maps, and record-of-survey maps. Reviewed closure calculations for accuracy and conformance with right-of-way documents and final maps, legal descriptions of dedications and easements, statements for conformance to Map Act and County requirements, title reports to ensure accuracy and conformance to right-of-way documents, and that easements or restrictions were accurately portrayed on the right-of-way documents; prepared Private Road Maintenance Agreements and Declaration of Covenants; reviewed and revised legal descriptions for public dedications; prepared legal descriptions and plats; and reviewed final maps.

Mike Myers, PE, QSD/QSP

Alternate Project Manager

Education:

BS, Civil Engineering

Registration/Certification:

Registered Civil Engineer, CA #30702

Certified QSD/QSP, #20362

Mike has 30+ years of public sector engineering experience, providing plan review to 15+ agencies. He possesses extensive plan review and project/construction management knowledge coupled with strong interpersonal communication skills. He has served as Senior Plan Check Engineer/City Surveyor under HR Green's current plan check contract with the City of Pomona. As Deputy City Engineer and Development Manager for the City of Jurupa Valley Mike has handled a broad range of municipal consulting services (federal grant funding, design, CIP management, plan review, assessment engineering, counter services, and construction management). He has also provided these services to various cities, including:

- Azusa
- Moreno Valley
- Rolling Hills Estates
- Rancho Palos Verdes
- Palos Verdes Estates

Roy Stephenson, PE

Principal in Charge

Education:

College Coursework

Registration/Certification:

Registered Civil Engineer, CA #20354

Roy has more than 40 years of program/project management expertise focused on the master planning and implementation of high-profile, revenue-producing developments, golf courses, and mixed-use projects. Roy, has played a development management role, responsible for identifying specialty designers, contractors, and operators; preparing and maintaining documentation; incorporating applicable procedures and standards into design and construction documentation; coordinating closely with agency, developer, city departmental staff, approving agency, and community stakeholders; facilitating community outreach; and coordinating project management, estimating, constructability, and scheduling efforts.

Roy has extensive experience in reviewing for the following agencies:

- Yorba Linda
- Laguna Hills
- Laguna Niguel
- Pomona
- Mission Viejo
- Rancho Santa Margarita
- San Clemente
- County of Orange

Marla Doyle, PE

Plan Checker

Education:

BS, Civil Engineering

Registration/Certification:

Registered Civil Engineer, CA #35086

James Xiong, PE

Plan Checker

Education:

BS, Civil Engineering

MS, Transportation Engineering

Registration/Certification:

Registered Civil Engineer, CA #67988/IECA - Trained

Marla has more than 30 years of public works administration, city engineering, plan check, civil engineering, infrastructure design, water quality, and construction management experience involving road, bridge, water, open space, trail, grade separation, water quality, drainage, building, traffic, and utility projects.

She has reviewed plans for the Counties of **Orange** and Imperial as well as the Cities of **Placentia**, Lake Elsinore and Jurupa Valley. Marla serves as Construction Manager for various CIP projects, including the \$5 million Limonite Avenue Widening for the City of Jurupa Valley. As Lake Elsinore's Engineering Manager she oversaw infrastructure projects, including gateway monument entry signage along the I-15 freeway, processing land development projects, and managing infrastructure design and construction.

As City Engineer she has overseen the design and construction of CIP projects and land development processing for the Cities of Placentia, Pomona, Oceanside, Rancho Palos Verdes, and Newport Beach. As Pomona's Project Manager for the \$40 million Mission Boulevard/ SR 71 Grade Separation project, she facilitated extensive community involvement; coordinated phased detouring of traffic during multi-year construction timeframe; and worked closely with businesses to maintain ingress/egress during business hours.

James brings 20 years of project management, design, plan review, hydrology, hydraulics, water quality, transportation engineering, office engineering, and construction management experience related to public works, infrastructure, drainage, rail facilities, bridge, highway, and utilities projects.

He has handled water quality design and review (WQMPs and SWPPPs), hydrology and hydraulics design and review, and plan review for 10+ agencies (e.g., Counties of Orange, San Diego, and Imperial, Cities of Lake Elsinore, Jurupa Valley, Murrieta, Carlsbad, Escondido, Indio, Hesperia, and San Bernardino; and Otay Water District).

Also, for nearly two years he served on-site as a Project Engineer at San Diego Association of Governments (SANDAG) offices responsible for designing and managing infrastructure and other capital projects.

Selena Jong
Plan Checker

Education:
BS, Civil Engineering

Selena has 10+ years of land development and plan check experience throughout Southern California. She has provided on-call plan review to nearly 10 Southern California public agencies. Selena is proficient with electronic plan check/digital commenting. She has served as a Civil Plan Checker of precise grading, rough grading, drainage, recycled water, potable water, and sewer/wastewater distribution systems (e.g., booster pump stations, sewer lift stations, PRV stations, and water storage tanks), and street improvement plans for the Counties of Orange and Imperial, Western Municipal Water District, and the Cities of La Quinta, Jurupa Valley, Anaheim, Lake Elsinore, Moreno Valley, Palos Verdes Estates, and Victorville.

Taher Jalai, PE
Plan Checker

Education:
BA, Civil Engineering
MS, Civil Engineering

Registration
Registered Civil Engineer, CA #47437

Taher has 32 years of experience, during which he managed and oversaw numerous traffic engineering and transportation planning projects. As Traffic Engineering Manager and Principal Traffic Engineer with City of Anaheim, he had managed the design of numerous traffic engineering projects and managed the City's day-to-day traffic operations and programs, including operation and maintenance of 614 miles of streets striping and signing, with 3,620,000 daily vehicle miles of travel, over 300 traffic signals and 13 changeable message signs.

Taher was involved in the review and approval of traffic impact studies, ITS elements, transportation management plans, communication plans, traffic signals, pedestrian, bicycle, and vehicular access and circulation improvements for all capital projects in the City of Anaheim, including landmark projects such as the Anaheim Regional Transportation Intermodal Center (ARTIC), Disney's California Adventure, Anaheim Resort, GardenWalk, and Platinum Triangle. Taher was the lead for the City of Anaheim in the design and construction of rail safety improvements that resulted in the implementation of quiet zones at 14 rail crossings on rail subdivisions and an additional 8 rail crossings on BNSF railroad along Orangethorpe Avenue. He represented the City in Technical Advisory Committee meetings for numerous projects, including County's Urban Rail Network Definition Study, Regional Commuter Rail Expansion Program, and Caltrans' I-5, SR-57 and SR-91 freeway widening projects.

Bob Makowski, QSP, CPESC, CESSWI
Water Quality Reviewer

Registration/Certification:

Peace Officer Standard Training P.C.832; Construction Inspection Review, American Public Works Association ; CAL EPA Basic Inspector Academy; Storm Water Program Manager Training, -County of Orange; Industrial/Commercial Inspector, County of Orange; Advanced Environmental Crimes, Federal Environmental Protection Agency; NPDES, AQMD and OSHA Trained; Certified Erosion, Sediment, and Storm Water Inspector (CESSWI); Certified Professional in Erosion and Sediment Control; Certified Qualified SWPPP Practitioner, CA

Dennis Janda, PLS
Subdivision Map Checker

Education:

College Coursework

Registration/Certification:

Professional Land Surveyor, CA #6359

Bob brings more than 10 years of comprehensive water quality and environmental management experience. This has included overseeing all facets of citywide environmental and water quality compliance. He has managed NPDES compliance programs for the Cities of Jurupa Valley and Placentia as well as water quality compliance for infrastructure projects throughout the Inland Empire. This experience involves overseeing the WQMP, WPCP, and SWPPP process from planning to final construction, including conditions of approval, plan check, and BMP inspection. He has provided WQMP review to the Cities of Lake Elsinore, Placentia, and Fontana and the County of Orange. Bob has also prepared the annual Local Implementation Plan and the inspection of permanent and temporary BMPs as well as industrial and commercial inspections.

Dennis has more than 35 years of land surveying and map check experience throughout Southern California.

He has served as City Surveyor and Map Check Consultant to various Southern California agencies, including Placentia and the County of Orange. Through HR Green he has provided map check and/or surveying to 10 agencies, including the Cities of Corona, Jurupa Valley, Lake Elsinore, Moreno Valley, Pomona, Azusa, and Lomita. He has overseen design and construction survey for a wide variety of infrastructure projects in Riverside County.

As map checker he has processed the review of dedications, easements, lot line adjustments, vacations and certificates of compliance, together with the review and process of tentative maps, tract maps and parcel maps for diverse cities throughout Southern California.

3. APPROACH

UNDERSTANDING

HR Green understands that the City is seeking a firm to provide on-call plan checking over the next three (3) years for numerous and diverse projects that will be requested on a task order basis. We understand that HR Green's staff will review/check plans and/or reports for compliance with City ordinances, standards, requirements, and Conditions of Approval. HR Green will provide comments and written Conditions of Approval for entitlement review that also utilizes the City ordinances, standards, requirements.

Our team is ready to perform plan checking services under the following areas:



METHODOLOGY

Led by Tina York, PE, our team is tailored to meet all aspects of the development plan check review process. The team includes seasoned Engineers, Land Surveyors, and Traffic/Transportation Engineer. Upon receipt of development plans or an entitlement project for review from the City, the project is distributed to the appropriate team members for their review and comments; providing clear communication to the applicants and/or making recommendations of code requirements and conditions of approval.

Developed by our Project Manager, Tina, HR Green's GreenTReX development review process/program allows us to efficiently complete development and entitlement review tasks. This is a formalized and integrated process whereby the Engineering Technician, Reviewer, and Experienced Professional management/quality control functions are consistently implemented on each and every project. Our assigned staff blends effectively with your staff and possess the following attributes: synergy, technical skills, character, innovation, teamwork, and level of being proactive and exhibiting "anticipatory" thought, flexibility, communication skills, and a servant spirit.

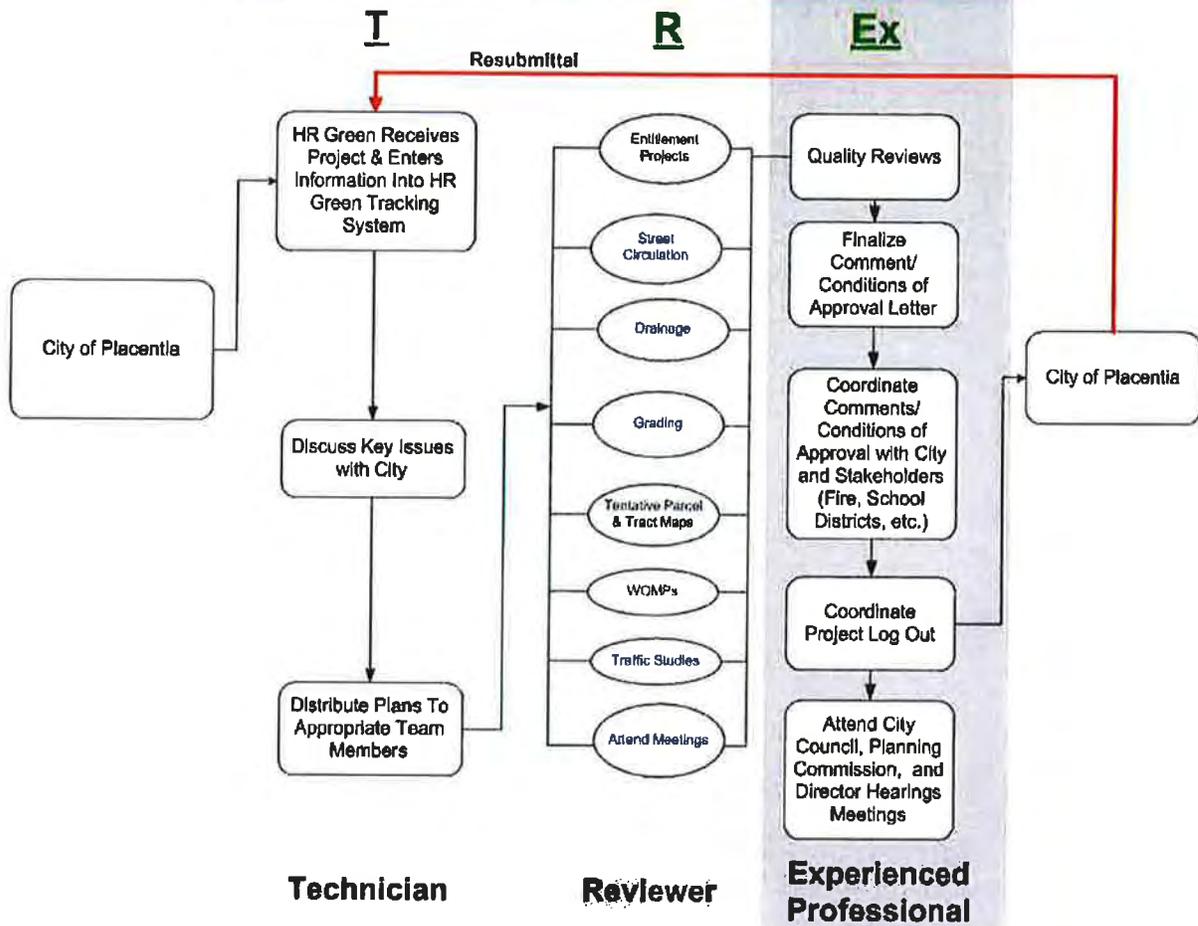
HR Green is very comfortable in integrating our team with the City to provide a seamless extension of City staff. We proactively engage in meetings with City staff, the applicant, and other key stakeholders throughout the development plan check and entitlement review processes, including presentations at Planning Commission and City Council public hearings.

During the development plan check process, the review staff utilize checklists and City guidelines, ordinances, and requirements to create clear and concise comments. The deliverables will include a transmittal, correction list, and redlined plans. HR Green has moved to a paperless process and will provide the documents electronically as well as hard copy if the City desires.

Entitlement Services

For a review of an entitlement project, HR Green will notify the City that the application is complete and ready for in-depth review and coordination with the appropriate City Staff (Engineering Project Manager and City Planner) to ensure the project conforms to zoning,

GreenTREx Plan Check and Entitlement Process



General Plan, and other City master planned documents, including drainage, circulation, grading ordinance, etc. Our review to ensure consistency with the City of Placentia Municipal Zoning Code and development regulations and the Conditions of Approval are written to provide clear direction for the development project. Upon completion of the project review, HR Green will submit a report to the City setting forth our findings and recommendations from an engineering perspective. The report will include conditions of approval and mitigation measures tied to the development.

Best Practices / Value-Added Services

Submittal Checklists: HR Green staff has developed and customized checklists for plan check and map checks needs.

Electronic Plan Check: As an alternative to review of hardcopy media, our team can review electronic media should it be the desire of your agency to accept submittals electronically. Our staff members have been leaders in the field of digital plan review and workflow management. Consequently, we have the experience and know-how to efficiently manage and review electronic documents. With electronic submittal of all

plan documents, we are able to track and communicate all plan review comments and approvals through a project web site. Plan submittals are accepted and comments generated in Adobe® PDF format.

HR Green utilizes proactive, hands-on management; face-to-face meetings; and proven electronic review systems and tracking tools to streamline service delivery, enhance communication, and promote transparency. For example, we use digital commenting, where reviews and comments are accessible in real time electronically to all stakeholders as well as detailed tracking systems to give you immediate access to project status. These tools maximize collaboration, enhance expedited requests, save money and time, reduce waste and storage space, build consensus, and promote project transparency.

Plan Review Tracking Logs: A key to maintain close communication is the ability to give the stakeholders real-time status updates on where their projects are in the review process. Our proposed Project Manager will provide a monthly progress report customized to your needs.

4. RESPONSE TIME AND SCHEDULE

To minimize response time and enhance customer service HR Green will provide the City with the following services:

- a "one stop/single source" solution to process, review, inspect, and approve new construction and improvements
- the highest quality services, at the least cost, with optimal efficiency of staff to meet your permit activity workload
- the option of "green" electronic review and tracking solutions
- rapid mobilization of registered engineers to efficiently process your projects
- assist the City realize significant cost savings
- enhance customer service, deliver professional service, and maintain accountability
- cross-trained staff to foster added flexibility and responsiveness
- a well-documented best practice solution to deliver successful results

TURN-AROUND SCHEDULE

Type of Job	Turn Around Time First Review	Turn Around Time Recheck
Entitlement, Tentative Tract/ Parcel Map Review for conformance with State's Subdivision Map Act	5-10 Working Days	3-5 Working Days
Final Tract and parcel map review	5 Working Days	5 Working Days
Lot line adjustment and merger	5 Working Days	5 Working Days
Grading Plan (Precise)	5 Working Days	5 Working Days
Grading Plan (Rough)	5 Working Days	5 Working Days
Street Improvement Plan	5 Working Days	5 Working Days
Erosion Control Plan	5 Working Days	5 Working Days
Storm Drain Plan	5 Working Days	5 Working Days
Sanitary Sewer Plan	5 Working Days	5 Working Days
Water Quality Management Plan	5 Working Days	
Sewer Capacity Study Report	5 Working Days	
Hydrology/Drainage Reports	5 Working Days	

HR Green presents our standard hourly rates shown on the table below. We have also provided on the following page our fee schedule by task type as specified in Exhibit "B."

5. FEE SCHEDULE

Classification	Hourly Rate
Project Manager	\$175-200
QA/QC Manager	\$165-185
Senior Plan Check Engineer	\$150-175
Civil Plan Checker	\$130-155
Associate / Assistant Engineer	\$100-130
Transportation Manager / Engineer	\$140-190
Geotechnical Engineer	\$160-180
Stormwater Manager / WQMP Reviewer	\$130-150
Surveyor / Map Reviewer	\$110-125
Technician / Project Administrator	\$75-90

NOTES AND ASSUMPTIONS:

- Other disciplines are available based upon the needs of the City.
- Professional Reimbursement / Hourly and Overtime Rates: The hourly billing rates include the cost of salaries of the HR Green employees, plus sick leave, vacation, holiday and other fringe benefits. The percentage added to salary costs includes indirect overhead costs and fee (profit). All employees classified as "non-exempt" by the U.S. Department of Labor will be compensated at 1-1/2 times salary, as per state and Federal wage and hour for overtime hours. Billing rates will be calculated accordingly for overtime hours.
- Reimbursable Expenses and Subconsultants: Reimbursement for direct expenses incurred in connection with the work will be at cost plus ten (10) percent for items, including subconsultant costs.

EXHIBIT "B"

ON-CALL PLAN CHECK SERVICES FOR PRIVATE DEVELOPMENT

Contract will be on an as-needed basis. Maximum contract amount will be \$75,000.00 unless a greater amount is authorized by the City and approved by the City Council. Consultant must be able to begin work upon approval and award of contract by the City Council. In general, the time for completion of each plan check may vary, however a maximum turnaround time of 10 working days (2 weeks) will be expected. Some plan checks may require a faster response time as identified by the City Engineer.

SCOPE OF ON-CALL PLAN CHECK SERVICES - The cost for each item listed below shall include burdened rates for all of the staff time, quality check, delivery and processing. The review cost shall include up to 3 submittals for each project being submitted.

PLANCHECK TYPE	REVIEW COST 1ST SHEET	REVIEW COST ADD. SHEETS
Entitlement, Tentative Tract/Parcel Map Review for conformance with State's Subdivision Map Act	N/A	N/A
Final Tract / parcel map review	\$600	\$600
Lot line adjustment and merger	\$600	\$600
Grading Plan (Precise)	\$600	\$600
Grading Plan (Rough)	\$600	\$600
Street Improvement Plan	\$600	\$600
Erosion Control Plan	\$600	\$600
Storm Drain Plan	\$600	\$600
Sanitary Sewer Plan	\$600	\$600

REPORT TYPE	COST PER REVIEW
Water Quality Management Plan.	\$2,500
Sewer Capacity Study Report.	\$750
Hydrology/Drainage Reports	\$750



TRANSPORTATION



WATER



GOVERNMENTAL SERVICES



LAND DEVELOPMENT



ENVIRONMENTAL



CONSTRUCTION

EXHIBIT B
CERTIFICATES OF INSURANCE AND ENDORSEMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/19/2017

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

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

PRODUCER Holmes Murphy & Assoc - CR 201 First Street SE, Suite 700 Cedar Rapids, IA 52401	1-800-300-0325	CONTACT NAME: Michelle Gruis PHONE (A/C, No, Ext): 319-896-7715 E-MAIL ADDRESS: mgruis@holmesmurphy.com	FAX (A/C, No): 866-231-7822
INSURED HR Green Pacific, Inc. 1260 Corona Point Court Suite 305 Corona, CA 92879-5013		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Zurich American Insurance Company	NAIC # 16535
		INSURER B: Travelers Property Casualty Company of	25674
		INSURER C: XL SPECIALTY INS CO	37885
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 51579093 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVC	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MAUL <input checked="" type="checkbox"/> OCCUR GEN. AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJ. <input checked="" type="checkbox"/> LOC OTHER:			GI0373096708	01/01/18	01/01/19	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (No occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BAP373096808	01/01/18	01/01/19	COMBINED SINGLE LIMIT (Per accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE RETENTION \$ 10,000			ZUP14N8656618	01/01/18	01/01/19	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A	WC373096608	01/01/18	01/01/19	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER CL. EACH ACCIDENT \$ 1,000,000 EL. DISEASE - EA EMPLOYEE \$ 1,000,000 EL. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability (Claims Made Coverage)			DPR9920152	01/01/18	01/01/19	Per Claim 5,000,000 Aggregate 6,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are included as Additional Insureds on the General Liability and Auto Liability on a primary and non-contributory basis as required by written contract with the insured, per policy terms and conditions. 30 day notice of cancellation, with 10 day exception for non-payment of premium, will be provided per policy endorsement.

CERTIFICATE HOLDER City of Placentia 401 E. Chapman Placentia, CA 92870 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Debra A. ...</i>
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**CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH
TRANSTECH ENGINEERS, INC.**

THIS AGREEMENT is made and entered into this 24th day of July, 2018 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and Transtech Engineers, Inc., a California "S" corporation ("Consultant").

W I T N E S S E T H :

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide On-call Plancheck services for Public Works' Improvements associated with Private Developments in the City of Placentia, as more fully described herein; and

B. WHEREAS, Consultant represents that it is "design professional" as that term is defined by California Civil Code Section 2782.8 and 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 Consultant's Proposal ("Proposal"), 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. All insurance requirements contained in this Agreement are independantly applicable to any and all subcontractors that Consultant may engage during the term of this Agreement.

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". Consultant's total compensation shall not exceed Seventy-Five Thousand Dollars (\$75,000.00).

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. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "A".

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 36 months, ending on July 10, 2021, 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 from #CG 00 01 04 13, 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. If Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Consultant.
- (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, each incident 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 for any employee or employees of Consultant. 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 and endorsements 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:

Transtech Engineers
13367 Benson Avenue Chino,
CA 91710
Tel: 909-595-8599
Fax: 909-590-8599
Attn: Ahmad Ansari, Principal

IF TO CITY:

City of Placentia
401 E. Chapman
Placentia, CA 92870
Tel: 714-993-8132
Fax: 714-961-0283
Attn: Masoud Sepahi, P.E.,
City Engineer

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 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, preliminary notes, working documents, 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, but shall be made available to the City within ten (10) days of request or within ten (10) days of termination. 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, preliminary notes and working documents, 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, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Consultant's Proposal.

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

Chad P. Wanke, Mayor

Date: _____

ATTEST:

Patrick J. Melia, City Clerk

CONSULTANT



Signature

Date: 6/13/18

Ahmad Ansari, *Principal*

Name and Title

95-4314745

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Rosanna Ramirez, Risk Management

Date: _____

APPROVED AS TO CONTENT:

Masoud Sepahi, Project Manager

Date: _____

DEPARTMENTAL APPROVAL

Luis Estevez, Director of Public Works

Date: _____

EXHIBIT A
CONSULTANT'S PROPOSAL

Submitted To

CITY OF PLACENTIA
Department of Public Works
Attn: Masoud Sepahi, PE, City Engineer
401 E. Chapman Street
Placentia, CA 92870

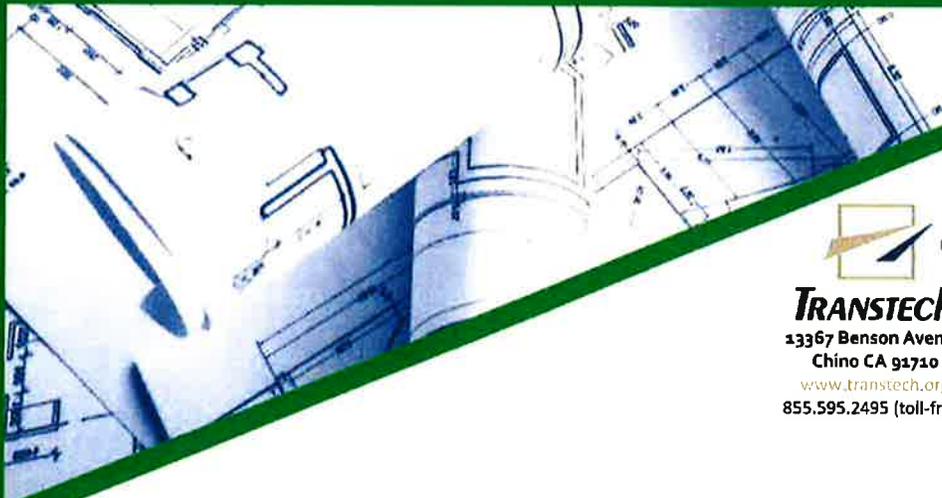


Due Date: April 25, 2018, 5:00 pm
Submittal includes: 3 bound copies

P R O P O S A L
ON-CALL PLAN CHECK SERVICES
FOR PRIVATE DEVELOPMENT



PLACENTIA
CALIFORNIA *A pleasant place to live.*



Submitted By



TRANSTECH
13367 Benson Avenue
Chino CA 91710
www.transtech.org
855.595.2495 (toll-free)

TRANSTECH ENGINEERS, INC.

Contact Person for this Proposal:

Ahmad Ansari, PE, Principal
ahmad.ansari@transtech.org

C: 949-702-5612 / O: 909-595-8599



June 12, 2018

CITY OF PLACENTIA
Department of Public Works
Attn: Masoud Sepahi, PE, City Engineer
401 E. Chapman Street
Placentia, CA 92870

Subject: PROPOSAL FOR ON-CALL PLAN CHECK SERVICES FOR PRIVATE DEVELOPMENT

Dear Mr. Sepahi:

In response to the City's request, Transtech is pleased to submit this revised proposal for the subject services including the agreed fees. This Cover Letter serves as an executive summary of our proposal and provides highlights of our relevant experience and qualifications.

Agreed fees, **Exhibit "B"** can be found in Section 4: Fee Schedule page 4.1 of this proposal.

Firm: Established in 1989, Transtech is a multi-disciplinary engineering consulting firm, which provides municipal engineering services. Transtech is currently providing similar contract services to approximately 20 agencies, and has extensive experience working in a mixed staff/consultant environment since the late 1980s.

Our Service Capabilities:

- Building and Safety Services, Building Inspection, Plan Check, Building Evaluations, City Building Official, Code Enforcement
- Municipal Engineering Services, City Engineer, City Traffic Engineer, Development Review, Public Works Engineering, Plan Check, Inspection
- Staff Augmentation
- CIP Program Management
- Construction Management and Inspection
- Federally Funded Project Management
- Grant Writing
- CDBG Project Management
- Labor Compliance
- Civil Engineering, Freeways and Interchanges, Local Streets and Roads, Sewerage, Water and Storm Drain, Pavement Management System, Grading Studies
- Planning Support
- Traffic and Transportation Planning and Engineering
- Water Resources Engineering
- Surveying, Mapping, ALTA, Right-of-way Engineering
- Emergency and Disaster Response, Support and Recovery Services

Similar Service Contracts:

Transtech is currently providing similar contract services to several agencies. Below is a partial listing of similar current contracts:

- **City of Temple City:** City Engineer, Plan Check, Map Check, Building Official, Building and Safety Plan Check, Inspection, CIP Management
- **City of Alhambra:** City Engineer, Plan Check, Map Check, Building Official, Building and Safety Plan Check, Inspection, CIP Management.
- **City of South El Monte:** City Engineer, Plan Check, Map Check, Inspection, CIP Management

June 12, 2018

CITY OF PLACENTIA

Attn: Masoud Sepahi, PE, City Engineer

Subject: PROPOSAL FOR ON-CALL PLAN CHECK SERVICES FOR PRIVATE DEVELOPMENT

Page 2

- **City of South Pasadena:** Building Official, Building and Safety Plan Check, Inspection and Permit Technician.
- **City of Seal Beach:** Building Official, Building and Safety Plan Check, PW Permit Inspection
- **City of West Hollywood:** Building and Safety Plan Check and Permit Technician.
- **City of Bell:** Building Official, Building and Safety Plan Check, Inspection and on a need basis Permit Technician.
- **City of Montebello:** Building Official and on a need basis Inspection.
- **City of Commerce:** Plan and Map Check, Inspection, CIP Management.
- **City of Cudahy:** Building & Safety Plan Check.
- **City of La Quinta:** Special Building Plan Review.
- **San Manuel Indian Reservation:** Building Official, Building and Safety Plan Check and Inspection.
- **San Manuel Casino:** Building Official, Building & Safety Plan Check and Inspection Services.
- **UTC Corporation/City of Riverside:** Building & Safety Plan Check, Inspection and Support.
- **City of San Bernardino:** Staff Augmentation Services including Plan Check, Inspection.
- **City of San Marino:** City Traffic Engineer.
- **City of Irwindale:** PW Permit Inspection.
- **City of Beaumont:** Staff Augmentation, CIP Management.
- **City of Manhattan Beach:** On-call Staff Augmentation and CIP Management.

Licenses and Certificates of the Firm and Staff Members in Diversified Fields:

- Professional Licensed Engineer (PE, SE, ME, EE)
- Professional Licensed Traffic Engineer (TE)
- Professional Licensed Land Surveyor (PLS)
- Qualified Storm Water Pollution Prevention Plan Developer (QSD)
- Qualified Storm Water Pollution Prevention Plan Practitioner (QSP)
- Qualified Industrial Storm Water Practitioner (QISP)
- CASp, California Access Specialist
- Accessibility Plans Examiner
- Accessibility Inspector
- ICC Certified Building Official
- ICC Certified Building, Electrical, Mechanical and Plumbing Plans Examiner
- ICC Certified Commercial Building, Electrical, Mechanical and Plumbing Inspector
- ICC Certified Sustainability Professional
- ICC Certified Fire Plans Examiner
- CalGreen-California Green Building Plan Examiner
- CalGreen-California Green Building Inspector
- IAPMO Certified Plumbing, Mechanical Inspector
- CA Commercial and Res Plumbing Inspector
- CA Residential Mechanical Inspector
- CACEO Certified Code Enforcement Official
- Licensed General Contractor A and B

Well Qualified Team with Proven Experience:

One of the unique qualifications of Transtech and its staff is that we serve as Building Official, Plan Checker, Inspector, City Engineer, City Traffic Engineer, Public Works Permit Inspector, and CIP Engineer/Manager for a number of agencies. We have extensive experience working with Public Agencies in similar assignments, including experience in dealing with Public Agency Staff, City Council, Boards, and Commissions. We are accustomed to working with governmental agencies and have an understanding of governmental issues and budgetary complexities, which include but are not limited to policies and procedures. We consider our staff as extension of City staff, and work in the same structure and hierarchy as other City staff. We coordinate and interact with various in-house City staff members just as another City staff member as part of the City Team.



June 12, 2018

CITY OF PLACENTIA

Attn: Masoud Sepahi, PE, City Engineer

Subject: PROPOSAL FOR ON-CALL PLAN CHECK SERVICES FOR PRIVATE DEVELOPMENT

Page 3

We believe our team is well qualified to perform the services requested:

- ✓ Successfully providing **similar services to many agencies** for nearly 30 years.
- ✓ Proven track record in **on time** and **within budget** project delivery.
- ✓ **Multi-disciplinary** engineering consulting service capabilities to provide an array of municipal services.
- ✓ Ability to **work collaboratively** with agencies, project applicants, and other stake holders, and **communicate effectively** with diverse audiences and stakeholders at public forums.
- ✓ Efficient and cost effective, where our base cover various support, oversight, admin services and we **do not burden the City with additional/extra costs**.
- ✓ Committed to producing a **high-quality work product and deliver a high level of customer care**.
- ✓ Commitment of **principal level management** and involvement throughout the contract duration.
- ✓ Well experienced **in-house staff readily available** to commence with the services upon City's authorization.

Thank you for the opportunity to submit this proposal.

Should you have any questions, or require additional information, please feel free to contact me directly.

Sincerely,



Ahmad Ansari, PE, Principal

ahmad.ansari@transtech.org;

O: 909-595-8599, Ext. 141; C: 949-702-5612; www.transtech.org



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**1. FIRM INTRODUCTION, CAPABILITIES,
QUALIFICATIONS, REFERENCES**

1.1 ABOUT TRANSTECH

Firm Information:

 Established in 1989, Transtech Engineers, Inc. (a California Corporation) is a multi-disciplinary engineering consulting firm, which provides full contract municipal engineering services to local agencies. Transtech is an ISO 9001 certified firm in Quality Management Systems, this certification is based on a number of quality management principles including a strong customer service focus. Our key staff members serve as Building Official, Deputy Building Official, Plan Checker, Inspector, City Engineer, City Traffic Engineer, Public Works Permit Inspector, and CIP Engineer and Manager for a number of agencies, and have an excellent understanding of public agency issues, procedures, and policies. Resumes of our staff members are available upon request.

Our service capabilities and areas of expertise include:

 Municipal/ City Engineering	 Traffic Engineering Transportation Planning	 PW Engineering, Inspection, & Plan Check	 CIP Program Management	 Construction Management & Inspection	 Surveying, Mapping, ALTA, & Right- of-Way Engineering	 Water Resources Engineering	 Staff Augmentation & Support
 Civil Design, Freeways, Interchanges, Local Streets, Roads, Sewerage, Water & Storm Drain, Grading Studies	 Pavement Management Program/ System	 Federally Funded Project Management	 Grant Writing	 CDBG Project Management	 Labor Compliance	 FY Budget Preparation	 Development Review
 Planning Safety Services Planning Support	 Building Official	 Plan Check	 Building Inspection	 Permit Technician	 Building Evaluation	 Emergency & Disaster Response, Support, & Recovery Services	 Code Compliance



Similar Service Contracts:

Transtech is currently providing similar contract services to several agencies. Below is a partial listing of similar current contracts:

City of Temple City

- ✓ **Engineering Services:** City Engineering, Traffic Engineering, Design, Construction Management, CIP Project, Management, PW Inspection, Federally Funded Project Management
- ✓ **Building & Safety Services:** Building Official, Plan Review/Check, As-Needed Inspection, As-Needed Permit Technician

City of Alhambra

- ✓ **Engineering Services:** City Engineering, Traffic Engineering, Design, Construction Management, CIP Project, Management, PW Inspection, Federally Funded Project Management
- ✓ **Building & Safety Services:** Building Official, Plan Review/Check, Inspection, Permit Technician

City of South Pasadena

- ✓ **Building & Safety Services:** Building Official, Plan Review/Check, Inspection, Permit Technician

City of Seal Beach

- ✓ **Building & Safety Services:** Building Official, Plan Review/Check, As-needed Inspection
- ✓ **Public Works Services:** Public Works/CIP Inspection

City of West Hollywood

- ✓ **Building & Safety Services:** As-Needed Inspection, Plan Review/Check, Permit Technician

City of Monterey Park

- ✓ **Engineering Services:** Engineering Support, Traffic Engineering, CIP Management, As-Needed PW Plan Check

City of San Marino

- ✓ **Engineering Services:** Traffic Engineering

City of Commerce

- ✓ **Engineering Services:** City Engineering, Traffic Engineering, Design, Construction Management, CIP Project, Management, PW Inspection, Federally Funded Project Management and Plan Check
- ✓ **Building and Safety Services:** As-needed Inspection, As-needed Permit Technician

City of South El Monte

- ✓ **Engineering Services:** City Engineering, Traffic Engineering, Design, Construction Management, CIP Project, Management, PW Inspection, Federally Funded Project Management, and PW Plan Check

City of Manhattan Beach

- ✓ **Engineering/Public Works Services:** Design, Public Works and Construction Inspection, Construction Management Services

City of South Gate

- ✓ **Engineering Services:** Construction Management and Construction Inspection Services



City of Cudahy

- ✓ **Engineering Services:** City Engineering, Traffic Engineering, Design, Construction Management, CIP Project, Management, PW Inspection, Federally Funded Project Management
- ✓ **Building & Safety Services:** Plan Review/Check Services

City of Bell

- ✓ **Engineering Services:** Civil Design Services
- ✓ **Building & Safety Services:** Building Official, Plan Review/Check, Inspection, As-Needed Permit Technician

City of Montebello

- ✓ **Building and Safety Services:** Building Official & As-Needed Inspection

City of Beaumont

- ✓ **Engineering Services:** Engineering Support Staff Augmentation Services

City of La Quinta

- ✓ **Building and Safety Services:** Special Building Plan Review Services

City of San Bernardino

- ✓ **Engineering and Building Division Services:** As-Needed Engineering, On-Call Building Official, Plan Review/Check, Inspection

San Bernardino County Housing Authority

- ✓ **Engineering and Building Division Services:** As-Needed Engineering, Building & Safety Support Services

Riverside County Economic Development Agency

- ✓ **Engineering and Building Division Services:** As-Needed Engineering, Building Evaluations, & Surveying Services

San Manuel Indian Reservation

- ✓ **Building & Safety Services:** Building Official, Plan Review/Check, Inspection

San Manuel Casino (Requires staff clearance by State Gaming Agency)

- ✓ **Building & Safety Services:** Building Official, Plan Review/Check, Inspection

UTC Corporation/City of Riverside

- ✓ **Building & Safety Services:** Plan Review/Check, Inspection, and Support

Staff Qualifications

We are accustomed to working with governmental agencies in similar assignments, including experience in dealing with Public Agency Staff, City Council, Boards, and Commissions. We have a broad understanding of governmental issues and budgetary complexities that agencies face, which include but are not limited to policies and procedures. Our staff has extensive experience working in a mixed staff/consultant environment; we consider ourselves as an extension of City staff, and work in the same structure and hierarchy as other City staff. We coordinate and interact with various in-house City staff



members just as another City staff member as part of the City Team.

Our key staff members serve in various capacities including as Building Official, Deputy Building Official, Building Inspector, Plans Examiner/Plan Checker, Permit Technician, Public Works Inspector, City Engineer, City Traffic Engineer, CIP Engineer and Project Manager, Construction Manager, Construction Inspector, Designer, Federally Funded Project Manager and other roles for a number of agencies.

Transtech Staff Certifications And Licenses

License Licensed General Contractor A and B	License Professional Licensed Civil Engineer (PE)	License Professional Licensed Engineer (SE, ME, EE)	License Professional Licensed Traffic Engineer (TE)	License Professional Licensed Land Surveyor (PLS)	License Professional Transportation Planner (PTP)
ICC Certification Combination Inspector	ICC Certification Fire Plans Examiner	ICC Certification Accessibility Plans Examiner	ICC Certification Accessibility Inspector	Certification Qualified SWPPP Developer (QSD) Qualified SWPPP Practitioner (QSP)	Certification Qualified Industrial Storm Water Practitioner (QSIP)
CASP Certification CASp, California Access Specialist			IAPMO Certification CA Residential Mechanical Inspector		
ICC Certification Permit Technician	ICC Certification CalGreen - California Green Building Plan Examiner	ICC Certification CalGreen - California Green Building Inspector	ICC Certification CA Residential Mechanical Inspector	ICC Certification CA Commercial and Res Plumbing Inspector	ICC Certification Plumbing Inspector UPC
ICC Certification Certified Building Official	ICC Certification Certified Building Code Official	ICC Certification Certified Sustainability Professional	ICC Certification Building, Electrical, Mechanical & Plumbing Electrical Plans Examiner	ICC Certification Commercial Building, Electrical, Mechanical & Plumbing Inspector	ICC Certification Residential Building, Electrical, Mechanical & Plumbing Inspector



Regional Agency Experience:

Our staff members have extensive experience in the local area, as well as working with local and regional agencies, including SCAG., Metro, Caltrans, Los Angeles County, San Bernardino County, Riverside County, Orange County.

**Our company and staff are members or serve on various committees:**

- American Public Works Association (APWA)
- American Society of Civil Engineers (ASCE)
- Construction Management Association of America (CMAA)
- Institute of Transportation Engineers (ITE)
- Chair; ICC Sustainability Membership Council
- Chair; ICC LA Basin Chapter Inspection Committee
- Commissioner; ICC Codes & Standards Council
- Commissioner; CALBO Green Committee
- Commissioner; ICC/CALBO CA Exam Committee
- Commissioner; CALBO Outreach/Communications Committee
- ICC Los Angeles Basin Chapter Board of Directors
- ICC Building Officials Membership Governing Council
- ICC Code Development Committee Vice Chair
- ICC Technology/Web Advisory Group
- IAS Accreditation Committee
- ICC LA Chapter Accessibility Committee



Our staff members are active and regularly attend meetings and conferences for APWA, CALBO, ICC & CALBO and have held various ICC and CALBO chair, vice chair, committee and commissioner positions.

Service Approach:

- ✓ All telephone calls or e-mails received are returned within same working day, or the following day. We take pride in our **"Same Day Response"** motto.
- ✓ Customer Care means highest quality customer service. Transtech is committed to providing **"Customer Care"** to the City, City's patrons, responding quickly and effectively to the walk-in, telephone, and electronic inquiries of the public related to our services. Responsiveness is an integral part of Transtech's **"Customer Care"** service approach.
- ✓ Our Contract Principal will meet with the Client's Project Manager frequently for service evaluation, and address any areas for improvements.
- ✓ We will strive to improve the City's reputation as a desirable community to live, invest and conduct business.

Working in a mixed staff/consultant environment:

Transtech has extensive experience working in a mixed staff/consultant environment. Since the late 1980s, Transtech's long history of working in mixed staff/consultant environment, is a proven record that speaks for itself. With today's ever-growing complexities and demand for multi-discipline expertise becoming more apparent, Transtech success relies on team building, recognizing abilities, motivating the talents and creating opportunities. Throughout the region, approximately 20 agencies, each with unique



organizational structure have enjoyed their partnership with Transtech in enhancing their people's performance. We consider our staff as extension of City staff, and work in the same structure and hierarchy as other City staff. We coordinate and interact with various in-house City staff members just as another City staff member as part of the City Team.

Readily available staff and resources:

Transtech has necessary staffing and resources readily available to commence providing the requested services to the City upon City's authorization to proceed.

Transtech's proposed approach to successfully providing the services requested:



Intimate Knowledge and Experience in Local Area and Region, and Regional Agencies): Our staff members have extensive experience not only as City Engineers and Building & Safety Officials, but also direct and intimate knowledge and experience with the local area and region, as we provide similar services to many agencies.



Staff Longevity: Transtech is well known in the industry with its staff longevity. Most of our employees have been with Transtech for many years. We have several second-generation staff members, who have joined Transtech following their parents' footsteps, who are serving as building inspectors, and project engineers.



Staff Training: Transtech has an excellent training program for its employees. Our program consists of regular in-house training program, as well as attendance of professional conferences and seminars by staff members.



Internship Program: Transtech has an internship program, and frequently hires engineering students, as well community members who are interested in pursuing a career in engineering field. We have hired several interns and trainees, who are now full-time employees at Transtech.

Well qualified team with proven experience:

One of the unique qualifications of Transtech and its staff is that we work as Contract Building and Safety Division as well as City Engineers for several agencies. We have extensive experience working with Public Agencies in similar assignments, including experience in dealing with Public Agency Staff, Council, and Commissions. We are accustomed to working with governmental agencies, and have a good understanding of public agency issues, procedures, and policies. We believe our team is well qualified to perform the services requested:

- ✓ Successfully providing **similar services to many agencies** for nearly 30 years.
- ✓ Proven track record in **on time** and **within budget** project delivery.
- ✓ **Multi-disciplinary** engineering consulting service capabilities to provide an array of municipal services.
- ✓ Ability to **work collaboratively** with agencies, project applicants, and other stake holders, and **communicate effectively** with diverse audiences and stakeholders at public forums.
- ✓ Efficient and cost effective, where our base cover various support, oversight, admin services and we **do not burden the City with additional/extra costs.**
- ✓ Committed to producing a **high-quality work product and deliver a high level of customer care.**
- ✓ Commitment of **principal level management** and involvement throughout the contract duration.
- ✓ Well experienced **in-house staff readily available** to commence with the services upon City's authorization.



Community Benefit Enhancement (CBE):

Supporting civic and community activities demonstrates Transtech's commitment to the progress, health and well-being of the communities we serve. This is something that we take pride in as a company. In



services and partnership with our client cities, we have a proven record of active engagement in City and Community events. Taking this engagement to the next level, we formally offer our clients a special service as part of our commitment that we have branded as “*Community Benefit Enhancement*” or CBE. This could include involvement or presence at city programs or events, supporting local businesses through the chamber, youth events, hosting workshops, sports, scholarship opportunities, community service, managing homelessness challenges, public safety, crime prevention, or any other community benefit that the city wishes us to be a part of. Our goal is not just to serve as an engineering consultant which is what we are best at, but also in being an active partner with our clients, to further enhance the City’s reputation as an ideal community to live, invest, work, and play in. This service could also be for consulting services for potential city staff training or workshops, funding strategy advisement, future development projects, attendance of special meetings on behalf of the city, or any unanticipated programs beyond our scope of services on which the City normally would not consult with us. We are deeply committed to maintaining our partnership with our valued customers and its community. In closing, Transtech remains open and enthusiastic to receiving input on how to best serve our client’s needs today and in the near future.

2017 Award Recognitions:



**SAVE
CALIFORNIA
STREETS**

2017 Outstanding Local Streets and Roads Project Award

Category: Roads: Efficient & Sustainable Road Maintenance, Construction & Reconstruction Projects

Project: Eastern Avenue Pavement Rehabilitation Project

Project Budget: \$1.3M Project

Transtech’s Role in Project: Design and Construction Management and Construction Inspection



2017 American Public Works Association (APWA) BEST Award

Category: Transportation

Project: Washington Boulevard Widening and Reconstruction Project

Project Budget: \$38M Project

Transtech’s Role in Project: Owner Representative, Turn Key Construction Management and Construction Inspection, Funds Coordinator, and Labor Compliance

1.2 SAMPLE PROJECTS FOR PLAN CHECK EXPERIENCE

Our firm has extensive experience in Plan Check of variety of projects, including large and complex projects. Following is partial listing of various Projects that Transtech Provided Plan Check:



San Manuel Casino, Refresh Project (\$200M): This three-year project was a multi-phase remodel of the entire 400,00 SF casino floor including 5 new restaurants, 3 new bars, retail stores, food court, executive offices, chiller plant, bridge, and 50,000 SF of new gaming area. **Transtech provided plan check, inspection, Building Official services.**





The Terraces (Mixed-Use Development (Project Value: \$19M)): Located at 5935-5953 Temple City Blvd in Temple City. Transtech is currently providing full plan review for the 4 Story Mixed-Use Development which includes a one level basement garage, 61 condominium units as well as ground level and basement parking and 7,250 SF of commercial retail space/restaurant. Transtech also provided Map Check Services, including review of Tentative Parcel Map, Lot Line Adjustment, Perfecting Deed and Final Parcel Map, Off-site Improvements PW Inspection, and Building Inspection Services for this project.



Renaissance Plaza (\$15M): This project was located in the City of Alhambra and included a parking structure, 10 plex movie theater, retail, and plaza. **Transtech served as the City's Building Official, Plan Checker and Inspector** for this project including construction manager of the parking structure, public plaza, and other improvements.

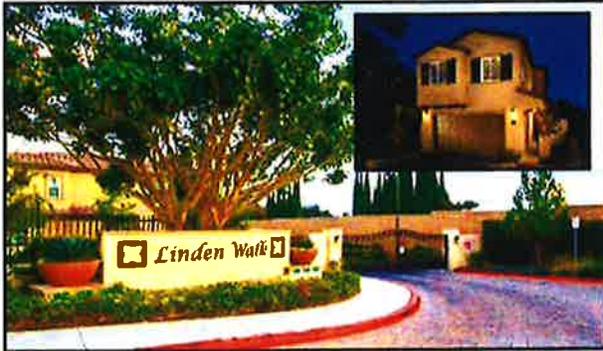


City of Alhambra, Civic Center Library Project (\$25M): **Transtech provided plan check, inspection, construction management and owner representative services,** the project included construction of a 45,000 SF Library with an underground parking garage.



Temple City Camellia Square (Project Value: \$15M): Transtech provided full plan review as well as inspection services, the project included a shopping center with an underground garage and 4 total buildings as follows: a one-story 6,600 SF building; a two-story 25,700 SF building, a two-story 4,500 SF building; and, a two-story 43,400 SF building. Transtech also provided Map Check Services, including review of Tentative Parcel Map, Lot Line Adjustment, Perfecting Deed and Final Parcel Map, Off-site Improvements PW Inspection, and Building Inspection Services for this project.





Linden Walk Residential Development (Project Value: \$18.5M): Transtech provided full plan review as well as inspection services for this development which included 74 Single Family Dwellings. This project is located in Temple City.

Transtech also provided Map Check Services, including review of Tentative Parcel Map, Lot Line Adjustment, Perfecting Deed and Final Parcel Map, Off-site Improvements PW Inspection, and Building Inspection Services for this project.



Blossom Walk Residential Development (Project Value: \$5.7M): Transtech provided full plan review as well as inspection services of for this development which includes 24-unit condominiums and 4 single family homes. This project is located in Temple City.

Transtech also provided Map Check Services, including review of Tentative Parcel Map, Lot Line Adjustment, Perfecting Deed and Final Parcel Map, Off-site Improvements PW Inspection, and Building Inspection Services for this project.



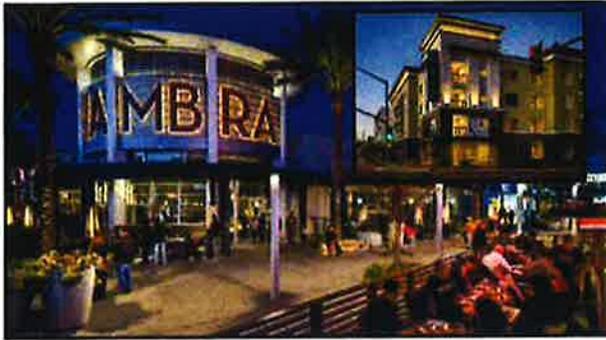
Garfield Avenue Parking Structure: This project included a 5-story level, 600 space parking structure as part of the Alhambra Redevelopment Agency and Downtown Redevelopment. **Transtech provided plan check, inspection, construction management and owner representative services.**



Pacific Plaza (Project Value: \$30.3M): Located at 11 S 3rd St (condo) and 300 W Main St (retail). Transtech provided full plan review as well as inspection services of for this development which includes 120 condo units and retail space below. This project is located in Alhambra.

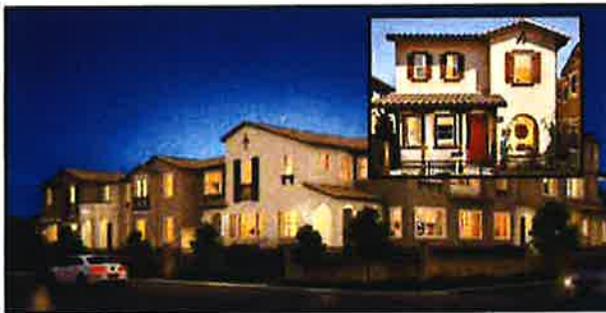
Transtech also provided Map Check Services, including review of Tentative Parcel Map, Lot Line Adjustment, Perfecting Deed and Final Parcel Map, Off-site Improvements PW Inspection, and Building Inspection Services for this project.





The Alhambra (Project Value: \$57.8M): Located at 88 S Garfield Avenue, 2 S Garfield Avenue, 100 & 150 E Main St. Transtech provided full plan review as well as inspection services of for this development which includes 260 apartment units, 4-story parking garage, 72,000 sq ft 2-story retail building, 16,730 sq ft 1-story retail building, and 23,000 sq ft 1-story retail building. This project is located in Alhambra.

Transtech also provided Map Check Services, including review of Tentative Parcel Map, Lot Line Adjustment, Perfecting Deed and Final Parcel Map, Off-site Improvements PW Inspection, and Building Inspection Services for this project.



Midwick Collection (Project Value: \$13M): Located at 2400 S Fremont Avenue. Transtech provided full plan review as well as inspection services of for this development which includes 36 single family dwellings and 28 townhomes. This project is located in Alhambra.

Transtech also provided Map Check Services, including review of Tentative Parcel Map, Lot Line Adjustment, Perfecting Deed and Final Parcel Map, Off-site Improvements PW Inspection, and Building Inspection Services for this project.



Casita de Zen (Project Value: \$21M): Located at 28 N 3rd St (condo) and 235 W Main St (retail). Transtech provided full plan review as well as inspection services of for this development which includes mixed use project with 92 condos on top, and retail on bottom. This project is located in Alhambra.

Transtech also provided Map Check Services, including review of Tentative Parcel Map, Lot Line Adjustment, Perfecting Deed and Final Parcel Map, Off-site Improvements PW Inspection, and Building Inspection Services for this project.





Alta Med Medical Group (Project Value: \$4M): Located at 1900 E Slauson Ave. Transtech provided full plan review as well as inspection services of for this development which includes a new mixed-use building of office space and an adult day care with new on grade parking. This project is located in Huntington Park.

Transtech also provided Map Check Services, including review of Tentative Parcel Map, Lot Line Adjustment, Perfecting Deed and Final Parcel Map, Off-site Improvements PW Inspection, and Building Inspection Services for this project.



Main Street Collection (Project Value: \$23M): Located at 410 W Main Street. Transtech provided full plan review as well as inspection services of for this development which includes 4-story mixed-use project with 8,200 s ft retail space, 52 condos, 9 live/work units, 19 townhomes, and 6 shopkeeper units. This project is located in Alhambra.

Transtech also provided Map Check Services, including review of Tentative Parcel Map, Lot Line Adjustment, Perfecting Deed and Final Parcel Map, Off-site Improvements PW Inspection, and Building Inspection Services for this project.

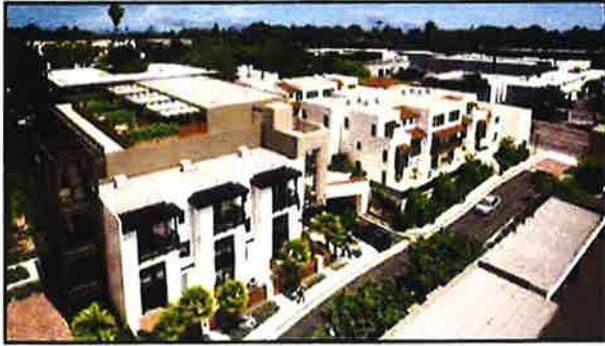


DaVita Alhambra Dialysis Center (Project Value: \$2M): Located at 1237 E Main St. Transtech provided full plan review as well as inspection services of for this development which includes 1-story 14,125 sq ft medical office. This project is located in Alhambra.

Transtech also provided Map Check Services, including review of Tentative Parcel Map, Lot Line Adjustment, Perfecting Deed and Final Parcel Map, Off-site Improvements PW Inspection, and Building Inspection Services for this project.

Under construction





820 Mission Development LLC (Project Value: \$10M): Located at 820 Mission St. Transtech provided full plan review as well as inspection services of for this development which includes construction of new office building with one residential unit above, new 15 unit townhome cluster with office fronting Mission Street with one-level subterranean parking, convert existing 3-story industrial building into 9 residential units, construct 13 townhome units. This project is located in South Pasadena.



First Street Parking Structure (\$2.5M): This project is in the City of Alhambra and included a 4-story level, 276 space parking structure. **Transtech provided plan check, inspection, construction management and owner representative service.**



County of Riverside Economic Development Agency, Facility Evaluation: Located at 450 E. Alessandro Blvd Transtech provided Facility Evaluation Services comprised of a high-level analysis of the structural system and a code compliance evaluation of the entire 5 Acre property including a 16,826 SF office building, outdoor theater, and several assessor structures.



County of Riverside Economic Development Agency, Facility Evaluation: Located at 41888 Motor Car Pkwy Transtech provided Facility Evaluation Services including an accessibility compliance review to allow the 297,033 SF 5-story office building to operate as an essential services facility.



TRANSTECH staff has also prepared plans, plan checked, served as construction manager and inspector for large scale projects. Below are Highlighted Projects (Partial List):



Rosemead Boulevard Improvements Project (\$20M): This was a Federally Funded project in the City of Temple City. Transtech provided turn key services including construction management, resident engineer, inspection, and office engineer. The project included protected bike lanes, widening and reconstruction of 2 miles of roadway (including approx. 6,000 tons rubberized AC overlay).



Washington Boulevard Widening and Reconstruction Project (\$38M): This was a Federally Funded project in the City of Commerce. Transtech provided turn key services including construction management, resident engineer, inspection, office engineer, and funds coordinator. The project included the widening and reconstruction of 2.7 miles of Roadway (including approx. 3,500 tons rubberized AC overlay).



AWARD: This project was recognized as one of the project of the years as part of the 2017 American Public Works Association (APWA) BEST Award, in the category of Transportation Projects.



El Monte, Temple City Blvd, and Various Citywide Locations HSIP Projects (\$1.8M): This project was a Federally Funded project through the two separate Highway Safety Improvement Project (HSIP) program. It included asphalt roadway resurfacing, markings & striping, traffic safety improvements such as updated traffic signal heads and speed radar feedback signs, and updated street signage. Transtech assisted in the grant document preparation for funding and provided design, construction management, and inspection services.





Garvey Ranch Basketball Court Improvements (\$200K): This project included construction of new PCC basketball court installation, striping, basketball hoops, fence, and PCC walkway in Monterey Park. Transtech provided bid package preparation, project management and coordination.



Rte 71/Mission Bl Grade Separation Project (\$40M): This project was a Federally Funded project located in the City of Pomona and included construction of a bridge/grade separation. Transtech provided owner representation, construction management, resident engineer, inspection, and office engineer services. Caltrans was the oversight/jurisdictional Agency.



Bogert Trail Bridge Widening Project (\$5M): This project was a Federally Funded project in the City of Palm Springs. Transtech provided construction management, resident engineer, inspection, and office engineer services. The project involved bridge widening, retrofit, and beautification elements.



26th Street Metrolink Station (\$1M): This project was Federally Funded in the City of Commerce and included parking lot rehab, station platform improvements, landscape and lighting. Transtech prepared the PS&E as well as provided construction management and inspection services.





Temple City Citywide Pavement Rehabilitation Project (\$900K): This project included citywide construction of slurry seal to various streets. Transtech provided management of City's pavement management system, project design, construction management, and inspection services.



Citywide Parks Improvement Project (\$2.5M): This project included installation of park equipment (playground, picnic shelters, benches), construction of ADA improvements, and various PCC improvements at 13 parks in the City of Monterey Park. Transtech provided CIP project management which included bid package preparation, project management and coordination.



Cascades Waterfall Renovation Project (\$600K): This project included the renovation of the Cascades Waterfall landmark in Monterey Park, which included lighting, plastering of the fountain, painting, ADA improvements, PCC walkway improvements, and landscaping. Transtech provided CIP project management which included bid package preparation, project management and coordination.



Temple City Blvd Parking Lot Improvements Projects (\$550K): This project included new parking lot signage, asphalt resurfacing and new striping of the existing parking lot, construction of trellis, new lighting, electrical vehicle charging station infrastructure for future implementation, landscaping, and drainage. Transtech provided design, construction management, and inspection services.





ATP Citywide Crosswalk and Pedestrian Safety Improvement Project (\$1.2M): This project was located in the City of Cudahy and included safe routes to school pedestrian safety improvements near schools and pedestrian activity centers. Transtech prepared the PS&E Bid Package, as well as provided construction management and inspection services.



Almanson Park Improvements Project (\$2.5M): This project was at Almanson Park in the City of Alhambra and included construction of new basketball courts, restroom facilities, shade structure, new drainage systems, new lightings, and updated landscaping and irrigation, and PCC walkways. Transtech prepared the PS&E Bid Package, as well as provided construction management and inspection services



City of Temple City Council Chambers Improvement Project (\$500K): This project included the renovation of the Council Chambers with new seating, dais, carpet, lighting, AV system, and new ADA compliant bathrooms, new ADA compliant access to the building, and re-design of building creating a space for Emergency Operations Center. Transtech provided design, construction management, and inspection services.



Eastern Avenue Street Rehab Project (\$1.5M): This project used Measure AA Funds and was located in the City of Commerce. Transtech provided construction management, resident engineer, inspector, and office engineer services. The project involved Full Depth Reclaimed Pavement Rehabilitation.



AWARD: This project was recognized as one of the project of the year awards as part of the 2017 Outstanding Local Streets and Roads Project Award Program in the Category of Roads for Efficient & Sustainable Road Maintenance, Construction & Reconstruction Projects.





Slauson Avenue ADA Improvements and Tree Replacement Project (\$1.5M): This project was located in the City of Commerce, Transtech prepared the PS&E as well as provided construction management and inspection services. The project included removal of 149 overgrown Ficus trees that displaced the sidewalk in some areas up to 2 feet high and replaced them with new ADA compliant sidewalk and planted 433 drought tolerant trees in their place.



Salt Lake Park Splash Pad Project (\$1M): This project was located at Salt Lake Park in the City of Huntington Park. Transtech provided construction management, resident engineer, inspection, and office engineer services.



Cactus Avenue and Nason Street Improvements and 135' Span Bridge Project (\$21M): This project was part of the State Local Partnership Program SLPP Grant in the City of Moreno Valley (\$21M). Transtech provided construction management, resident engineer, inspection, and office engineer services.



AWARD: This project was recognized with a project achievement award by the Construction Management Association of America (CMAA) for Construction Management Services under the Public Works Category for \$11M-\$50M ranged projects.



Renaissance Plaza (\$15M): This project was located in the City of Alhambra and included a parking structure, 10 plex movie theater, retail, and plaza. Transtech served as the City's Building Official, Plan Checker and Inspector for this project including construction manager of the parking structure, public plaza, and other improvements.





Lugo Park, Soccer Field and Park Improvements Project (\$1.6M): This project was partially funded through CDBG funds in the City of Cudahy. Transtech prepared the PS&E as well as provided construction management and inspection services for a regulation soccer field with artificial turf on existing baseball field, DG walking path, landscaping, parking lot expansion, concrete plaza, lighting, drainage, bathroom and concession stand ADA improvements.



City of Alhambra, Civic Center Library Project (\$25M): Transtech provided plan check, inspection, construction management and owner representative services, the project included construction of a 45,000 SF Library with an underground parking garage.



TACC Cultural Center Development (\$100M): This project was in Lanham, Maryland; Transtech provided plan check, inspection, construction management and owner representative services for the construction of 310,000 SF cultural center, which included an Olympic sized swimming pool, indoor full basketball court, museum, performance center, restaurant, religious center, monastery.



Rosewood Community Center (\$25M): Transtech was retained by the City of Commerce to take over the management of this multimillion dollar facility which was 2 years behind schedule. Within 5 months, Transtech brought the construction to substantial completion level allowing the City to start the move-in process, and 2 months after, the facility was opened for public use.





Middleton Street Elementary School Safe Routes to School Improvements Project (\$500K): This project was part of the Safe Route to School program and included pedestrian safety improvements, bulb outs, ADA compliant PCC curb ramps, sidewalk improvements, updated signage, striping and markings. Transtech provided design, construction management and inspection services.



Garfield Avenue Parking Structure: This project included a 5-story level, 600 space parking structure as part of the Alhambra Redevelopment Agency and Downtown Redevelopment. Transtech provided plan check, inspection, construction management and owner representative services.



City of Commerce City Hall Addition (\$8M): This project included construction of 20,000 SF addition to existing the City Hall. Transtech provided construction management and inspection services.



First Street Parking Structure (\$2.5M): This project is in the City of Alhambra and included a 4-story level, 276 space parking structure. Transtech provided plan check, inspection, construction management and owner representative service.





Chapel Avenue Parking Structure: This project was located in the City of Alhambra and included a 4-story level, 300 space parking structure. Transtech provided plan check, inspection, construction management and owner representative service.



Via Duct Boulevard/2nd St Realignment and Metrolink Parking Facility (\$6M): This project was Federally Funded and located in the City of San Bernardino. Transtech provided construction management, resident engineer, inspection, and office engineer services

1.3 REFERENCES

Following are references from few of the local agencies we currently provide similar services:

Client Name: City of Alhambra (Year started and completed: 1993 – Ongoing Service)

- Services Provided: Building Official, Building and Safety Plan Check, Inspection and Permit Technician, City Engineering, Public Works Plan Checks, Traffic Engineering, CIP Design, Construction Management, Inspection, Federally Funded Project Management
- Contact: Marc Castagnola, Development Services Director, 626-570-5041;
E: mcastagnola@cityofalhambra.org

Client Name: City of Cudahy (Year started and completed: 2012 – Ongoing Service)

- Services Provided: Building and Safety Plan Check, Engineering, CIP Design, Federally Funded Project Management
- Contact: Jose Pulido, City Manager; T: 323-282-5582; E: jpulido@cityofcudahyca.gov

Client Name: City of South Pasadena (Year started and completed: 1997 – Ongoing Service)

- Services Provided: Building Official, Building and Safety Plan Check, Inspection and Permit Technician



- Contact: David Watkins, Director of Planning and Building/Deputy City Manager; T: 626-403-7220; E: dwatkins@southpasadenaca.gov

Client Name: City of Temple City (Year started and completed: 2012 – Ongoing Service)

- Services Provided: Building Official, Building and Safety Plan Check, and on a need basis Inspection and Permit Technician, City Engineering, Public Works Plan Checks, Traffic Engineering, CIP Design, Construction Management, Inspection, Federally Funded Project Management
- Contact: Michael Forbes, Community Development Director; T: 626-285-2171; E: mforbes@templecity.us

Client Name: City of Commerce (Year started and completed: 2003 – Ongoing Service)

- Services Provided: Plan Check, Inspection, on a need basis Permit Technician Services, Contract City Engineering, Traffic Engineering, CIP Design, Construction Management, Inspection, Federally Funded Project Management
- Contact: Maryam Babaki, PE, PW and Development Services Director; T: 323-722-4805; E: mbabaki@ci.commerce.ca.us

Client Name: City of San Bernardino (Year started and completed: 2005 – Ongoing Service)

- Services Provided: Contract Engineering, Interim Building Official, City Engineer, CIP Design, Federally Funded Project Management, On a need basis Building and Safety Plan Check and Inspection
- Contact: Mark Persico, Development Services Director; T: 909-384-5057; E: Persico_Ma@sbcity.org

The following pages include few reference letters about our work performance from some of our current client agencies.



City of Alhambra
Development Services Department



*Gateway
to the
San Gabriel Valley*

*111
South First Street
Alhambra
California
91801*

February 13, 2018

I am pleased to write this letter of recommendation for Transtech Engineers, Inc.

Transtech Engineers, Inc. has been providing full Contract Building and Safety Services as well as City Engineering Services in the capacity of Building Official, Permit Technician, Building Inspector, Building Plan Check, City Engineering, City Traffic Engineering, Public Works Plan Checks, CIP Management, Construction Management, Grant Management, , and as-needed Professional Services inclusive of planning, design, project management, and construction management to the City of Alhambra for nearly 25 years.

Based on mine and other staff's professional experience with Transtech and their staff, the City of Alhambra is extremely satisfied with their services over the years. They continue to provide the highest quality work, have always been professional, efficient, cost effective, while having the best interest of the City in their mind.

Their commitment to quality and quick responsiveness for any needs the City may have sets them apart from others. I can confidently recommend them for their services.

Please feel free to contact me if you have any questions.

Best Regards,

Marc Castagnola
Development Services Director
City of Alhambra
(626)570-5041 / mcastagnola@cityofalhambra.org





March 21, 2018

SUBJECT: Reference Letter for Transtech Engineers, Inc.

To Whom It May Concern:

I have had the sincere privilege and fortune of working with Transtech Engineers, Inc. at two very different public agencies during my over 17-year City Manager career. As the City Manager at Temple City (i.e., an affluent and predominantly Asian community) and now as the City Manager at Cudahy (i.e., a lower income and predominately Latino community), Transtech has provided and still provides a variety of contract services including: City Engineering; City Traffic Engineering; Public Works Engineering, Management Plan Check / Inspection; Development Engineering; Capital Improvement Projects Program & Grant Management; and "As-needed Professional Services" inclusive of planning, design, project management, construction management and inspection.

Moreover, Transtech assisted me at both cities to secure millions of dollars in highly competitive grant funds while also managing a number of federally funded projects, from initial grant funding applications through the completion of project construction. Over the years, I have unequivocally found Transtech's work and conduct to be extremely ethical, professional, timely, and a tremendous value for their client cities through their excellent project value engineering efforts. Transtech's staff has always been extremely responsive to the City's needs while doing so in a professional and courteous manner.

In my cumulative experience in public service working for different public agencies, I highly recommend Transtech's services because they always deliver more than you expect on time and on budget. They have always provided the highest quality staff, work product, and services, in an efficient and cost-effective manner, while having the best interest of the City in mind.

Should you have any questions, please contact me at your earliest convenience in the office at (323) 773-5143 ext. 226, via cell phone at (323) 868-2126 or email at jpulido@cityofcudahyca.gov.

Sincerely,

Jose E. Pulido
City Manager





CITY OF SOUTH PASADENA

PLANNING AND BUILDING DEPARTMENT
1414 MISSION, SOUTH PASADENA, CA 91030
TEL: 626.403.7220 • FAX: 626.403-7221
WWW.SOUTHPASADENACA.GOV

February 13, 2018

Subject: Reference Letter of Transtech Engineers, Inc.

To whom it may concern:

Transtech Engineers, Inc. has been providing Building and Safety Services in the capacity of Building Official, Permit Technician, Building Inspector, and Building Plan Check/Review to the City of South Pasadena for about 21 years, since 1997.

The City of South Pasadena is extremely satisfied with Transtech's services over the years. They always continue to provide the highest quality of services in an efficient and cost-effective manner. Their team has always been very professional and responsive to the City in a timely matter on all of their assignments or questions we may have. Their customer service approach continually gets compliments from the community and applicants.

Based on our professional experience with Transtech and their staff, we highly recommend their services.

If you should have any further questions, please do not hesitate to contact me directly.

Sincerely,

David Watkins
Director of Planning and Building
City of South Pasadena
Tel: (626) 403 7220
E mail: DWatkins@SouthPasadenaCA.gov





PLANNING DIVISION

CITY OF TEMPLE CITY 9701 LAS TUNAS DR. TEMPLE CITY, CA 91780 (626) 285-2171

May 17, 2016

Subject: **Reference Letter**
Services provided to the City of Temple City by Transtech Engineers, Inc.

To whom it may concern:

Transtech Engineers, Inc. has been providing contract Building & Safety and Engineering services to the City of Temple City since 2012. Services provided by Transtech include: Building Official, Plan Review, Building Inspector, City Engineering, Traffic Engineering, Public Works Project Management, Development Engineering, capital Improvement Projects Program and Grant Management, Construction Management and as-needed professional services including, planning, design, project management, construction management, and inspection. Transtech serves as City's Building Official and City Engineers. Transtech has assisted the City in obtaining funding and managing a number of federally funded projects, from initial funding applications through construction completion.

Transtech provides high quality services in an efficient and cost effective manner. Transtech is highly responsive to any issues or problems that arise and provides excellent customer service internally to City staff and externally to the public. Their work is consistently completed in a timely and professional manner.

Based on our professional experience with Transtech, we highly recommend their services. If you have any questions, please contact me at (626) 285- 2171 or mforbes@templecity.us

Sincerely,

A handwritten signature in black ink that reads "Michael D. Forbes".

Michael D. Forbes
Community Development Director





City of Commerce

Public Works & Development Services Department

February 27, 2018

SUBJECT: Reference Letter - Services provided to the City of Commerce by Transtech Engineers, Inc.

To Whom It May Concern:

The City of Commerce is exceptionally satisfied with Transtech's services. They have always provided the highest quality staff, work product, and services, in an efficient and cost-effective manner, while having the best interest of the City in mind. They are very responsive, and immediately address any and all requests the City may have. They are problem solvers and on-time for all of their assignments.

Transtech Engineers, Inc. has been providing various contract engineering services to the City of Commerce for the past 17 years. These services include support for City Engineering, Construction Management, Design, CIP Project Management, Staff Augmentation for Public Works Engineering/Management, and Traffic Engineering. Transtech also provides As-needed Professional Services, inclusive of planning, various building and safety related support including permitting, plan review, and inspection, as well as any other services the City may need.

Transtech's staff has always been extremely responsive to the City's needs, and most recently served as the turn key construction managers for one of the region's largest infrastructure projects, the Washington Boulevard Widening and Reconstruction Project, which had a total budget of \$38M. This project also was recently recognized as Project of the Year by the American Public Works Association (APWA) in the category of Transportation.

On behalf of the City, I highly recommend Transtech's services. If you have any further questions, you can contact me directly at 323-722-4805 or at mbabaki@ci.commerce.ca.us.

Sincerely,

Maryam Babakt, PE
Director of Public Works & Development Services Department
City of Commerce

2535 Commerce Way • Commerce, California 90040 • (323) 722-4805 • FAX (323) 726-6231 • www.ci.commerce.ca.us





City of San Bernardino

Community Development Department | Mark Persico, AICP, Director

March 13, 2018

Subject: Transtech Engineers, Inc.
Reference Letter for Services Provided to the City of San Bernardino

To Whom It May Concern:

I'm writing this letter of reference for Transtech Engineers, Inc., a firm that I had the pleasure to work with in two different agencies. Transtech has always provided the highest quality work; their staff is professional and courteous; their work is efficient and cost effective; and they always have the best interest of the City in their mind. They have extensive public works, engineering, and building and safety knowledge and experience.

Transtech staff has served as the City Engineer and Chief Building Official in the City of Temple City when I was the Community Development Director. Transtech staff has also served and is currently providing similar services to the City of San Bernardino where I currently serve as Community Development Director.

In both agencies, Transtech staff has been professional, responsive and flexible in meeting all of my Department's and City's needs. The firm has proven themselves to be a great asset to the team and a reliable partner in getting projects completed. In Temple City, Transtech Engineers served as the resident engineer on the award winning \$21 million Rosemead Boulevard project. Their skills and professionalism were vital in delivering the project on time and on budget.

I would highly recommend Transtech based upon my current and past experiences with the firm. If you have any further questions, please feel free to contact me at persico_ma@sbcity.org, or at 909-384-5057.

Sincerely,

Mark H. Persico, AICP
Community Development Director

290 North D St, San Bernardino, CA 92401 | P: 909-384-5357 | F: 909-384-5155 | www.SBCity.org





2. BACKGROUND AND EXPERIENCE OF PROJECT MANAGER AND KEY STAFF

Following is our Project Organizational Chart identifying the persons who will primarily interface with the City and their backups/alternates.



Following are brief qualifications of principals. Full resumes are provided after this section.

Experienced Team: One of the unique qualifications of Transtech and its staff is that we work as Contract City Engineers for several agencies. We have extensive experience working with Public Agencies in similar assignments, including experience in dealing with Public Agency Staff, Council, and Commissions. We are accustomed to working with governmental agencies, and have a good understanding of public agency issues, procedures, and policies. We have extensive experience in managing contracts as City staff extension with turn-key service approach. Our key staff members are:



Ahmad Ansari, PE, Contract Principal: A Principal at Transtech, Ahmad Ansari will provide any contractual or technical support and QC/QA if and when needed. Mr. Ansari has 32 years of past experience in City and County Public Works and has worked for various Public Agencies as Public Works Director, City Engineer, Project Engineer, Plan Checker, Designer, including for the Cities of Moreno Valley, Rialto, Perris, Pomona and Burbank, as well as for the County of Orange Public Works Department as CIP Manager. He has a broad knowledge of municipal government operations, including preparation and presentation of staff reports/resolutions to city councils, committees and interaction with public, various city departments, city council and other governmental agencies.

The following are brief qualifications of our key staff members who will primarily interface with the City and their backups/alternates. Full resumes are provided after this section.

David Ragland, PE, PLS, QSD, QSP, Sr. Engineer

- Approximately 30 years of diverse experience.
- Participated on numerous multi-disciplinary teams dealing with the design, plan check and construction of civil and transportation engineering, urban and rural development, and public works projects.
- Served as Principal Project Manager for the design, construction and management of a variety of projects, including: Master Planned Communities; Major infrastructure projects for public agencies (Freeway Interchanges, Roadways, Water, Storm Drain and Sewer Facilities and Master Plans); Commercial, Retail and Residential Development; Infrastructure Master Plan Studies and Development.

Michael Ackerman, PE, QSD, QSP, QISP, Sr. Engineer

- Approximately 20 years of experience.
- Participated on numerous multi-disciplinary teams dealing with the design, plan check and construction of civil and transportation engineering, urban and rural development, and public works projects.
- Served as Project Design Engineer, Project Manager, and Construction Manager/Resident Engineer on a number of projects.
- His experience includes working for Caltrans, City of San Bernardino, City of Huntington Park.

Joseph De Peralta, PE, QSD Sr. Engineer

- Approximately 30 years of experience.
- Experience includes working as contract/consultant City Engineer, Plan Checker, Design Engineer for various Cities.

Majid Sarraf, PhD, PE, Sr. Engineer

- Approximately 22 years of experience.
- Extensive experience in bridge and structural engineering, rail transit, and infrastructure projects.
- Performed inspection, damage investigation, and load rating analysis of over 1000 bridges

Ali Cayir, PE, Sr. Engineer:

- Approximately 30 years of experience in engineering.
- Participated on numerous multi-disciplinary teams dealing with the planning and development of civil and traffic engineering, urban and rural development, and public works projects.
- Served as contract City Engineer, Traffic Engineer and Interim Public Works Director for a number



of municipalities in Southern California.

Jeffrey Kao, PE, CBO, Casp, Plans Examiner

- 20 years of experience.
- MS in Structural Engineering, BS in Civil Engineering.
- Licensed Civil Engineer.
- ICC certified Building, Mechanical, and Plumbing Plans Examiner.
- ICC certified CalGreen Inspector and Plans Examiner.
- ICC certified Building Inspector.
- Extensive experience in Structural Plan Check.
- Experience includes working as structural design engineer.
- Chinese Mandarin Speaker

Cem Ayan, PE, Plans Examiner

- 20 years of experience.
- BS in Civil Engineering, MS in Civil Engineering, emphasis in structures
- Licensed Civil Engineer
- ICC certified Plans Examiner, Building Inspector.
- His local agency experience at Transtech's contract cities include City of Alhambra, City of South Pasadena and City of West Hollywood.
- Experience includes working as structural design engineer, plans examiner and building inspector.

William Dorman, CBO, Plans Examiner

- 30 years of experience
- Served as Building Official, Plan Checker and Inspector for various Transtech Contract Cities.
- Previously served as Senior Structural Building Inspector, Supervising Engineering Plan Check Coordinator, and Building Official/Code Administrator for the City of Pasadena.
- Also has extensive experience in managing construction projects, owner representative services, code consulting, forensic investigative services, and expert witness and construction mediation services.
- ICC Certifications: CBO, Building Inspector, Building Plans Examiner.

Craig Melicher, PE, CBO, Sr. Engineer

- 30 years of experience.
- BS in Civil Engineering.
- Licensed Civil Engineer.
- ICC Certifications: CBO, Building Inspector, Building Plans Examiner.
- Served as Building Official and City Engineer/Deputy City Engineer at various Transtech Client Cities.
- Provides in-house training and consultation to Building Staff in code issues and resolutions.

The following pages include detailed resumes of the above key staff members.



AHMAD R. ANSARI, PE, Sr. Engineer, Contract Principal**EDUCATION**

- BS Civil Engineering & Architecture, USC
- Resident Engineer Academy, Caltrans
- Real Estate

REGISTRATION

- Registered Civil Engineer
- Licensed Real Estate Broker

EXPERIENCE HIGHLIGHTS

- 33 years of past experience in City and County Public Works
- County of Orange Public Works- Administrative Manager II
- City of Moreno Valley- Public Works Director/City Engineer
- City of Rialto- Public Works Director/City Engineer
- City of Perris- Public Works Director
- City of Pomona- Deputy Public Works Director/Assistant City Engineer
- City of Burbank- Senior Civil Engineer

Mr. Ansari has nearly 33 years of experience in public works and city/county engineering. He has managed full-time staffing levels of up to 123, and served as the responsible in charge of numerous multi-disciplinary teams dealing with the business of public works including:

- Capital Improvement Program project management and delivery
- Real Property/Right of Way acquisition and management
- Traffic and Transportation engineering
- Private Development/Entitlement process review and approval
- Maintenance and Operations including roads, storm drains, sewers, parks, facilities, traffic signals, signs/stripping, fleet
- Special Districts, Landscape/Lighting Assessment
- Electric Utility
- Participation in Economic Development/Job Creation incentives through effective infrastructure improvements

Mr. Ansari served at senior executive management staff at several municipalities in Southern California. Most recently, he managed the Orange County Public Works' 7-year Capital Improvement Program comprised of roads, flood and bikeway improvement projects throughout the County. He has a broad knowledge of local government operations, including preparation and presentation of agenda reports to advisory boards, commissions and city councils. He is well versed in public outreach and interaction with citizenry groups, committees and stakeholders. Mr. Ansari has excellent working relationship and rapport with regional and sub-regional governmental/regulatory agencies. He has represented cities/county at League of California Cities, CSAC/CEAC organizations, and APWA.

Public Works and City/County Engineering past positions held

- County of Orange- Administrative Manager II
- City of Moreno Valley- Public Works Director/City Engineer
- City of Rialto- Public Works Director/City Engineer
- City of Perris- Public Works Director
- City of Pomona- Deputy Public Works Director/Assistant City Engineer
- City of Burbank- Senior Civil Engineer

Multi-Million-Dollar/Complex Infrastructure Projects Managed***County of Orange- Public Works, Roads-***

- Crawford Canyon Rd (Construction Phase)
- Edinger Bridge Replacement (Construction Phase)
- Hazard Ave Bikeway (Planning/Public Outreach Phase)
- Oso Pkwy/Antonio Intersection (Planning/Design Phase)
- Oso Pkwy/SR-241 Toll Rd Bridge (CM Augmentation/Bidding)
- Brea Cyn Rd Widening (Planning/Funding)
- Live Oak/Trabuco Rd Safety Improvements (Design/Bidding)
- Santiago Cyn Rd Safety Improvements (Planning/Public Outreach)



County of Orange- Public Works, Flood-

- Lane Channel Improvements (Design/Bidding)
- Fullerton Creek Ph. 1 (Construction)
- San Juan Creek Ph. 4,5,6 (Construction)

City of Moreno Valley- Public Works

- Nason/SR-60 freeway Interchange
- Moreno Beach/SR-60 freeway Interchange
- Theodore/60 freeway Interchange
- Heacock Channel
- Morrison Park Fire Station
- City's Corporate Yard Administration Building
- Reche Vista Realignment
- Nason Extension/Cactus Widening
- Traffic Management Center

City of Rialto- Public Works

- Riverside/I-10 freeway Interchange
- Pepper Ave Extension and Pepper/I-210 freeway Interchange
- Rialto City Park
- Veterans memorial Park
- Jerry Eaves Park
- Riverside Ave Fire Station
- Renewable Energy/Power Generation at Wastewater Treatment Plant
- Foothill Blvd Improvements
- Iconic Bus Shelters Citywide

City of Perris- Public Works

- Perris Blvd Resurfacing
- Ramona Expwy Raised Medians, Landscaping and Resurfacing
- City Council Chamber Renovation

City of Pomona- Public Works

- Mission Blvd Resurfacing and Parkway Landscaping
- Mission/SR-71 Grade Separation
- Variety of Water Bond Utility Improvements

City of Burbank- Public Works

- Five-Points (Burbank/Victory Blvd's) Intersection Realignment
- Former Lockheed Building 85 Acquisition, Hazardous Waste Abatement and Demolition
- Glenoaks Blvd Resurfacing
- Magnolia Blvd Streetscape/Street Furniture Improvements



DAVID RAGLAND, PE, PLS, QSD, QSP, Sr. Engineer**EDUCATION**

- Humboldt State University, CA, Bachelor of Science

REGISTRATION

- Registered Civil Engineer
- Licensed Land Surveyor

HIGHLIGHTS

- Civil engineer and land surveyor with approximately 30 years of diverse experience in a wide variety of projects.
- Managed numerous multi-disciplinary teams dealing with the planning, engineering, entitlement, environmental permitting, development and construction of urban and rural development, and public works projects.
- In the past 10 years, at Transtech, has been working as Engineering Manager and providing engineering services to various Cities.
- Served as Principal Project Manager for the design, construction and management of a variety of projects, including:
 - Major infrastructure

Mr. Ragland is a civil engineer and land surveyor with approximately 30 years of diverse experience in a wide variety of projects in civil engineering. He has managed numerous multi-disciplinary teams dealing with the planning, engineering, entitlement, environmental permitting, development and construction of urban and rural development, and public works projects. His experience also includes special emphasis on complex grading and hillside developments (has worked on the civil engineering and development of more than 40,000 acres of hillside properties), preparation of due diligence and project feasibility analysis, through conceptual planning and design to entitlement and construction. Following is a partial listing of his diversified experience:

General Civil Engineering Projects:

- A number of projects in Los Angeles County, San Bernardino County and San Diego County, including roadway, drainage, water, sewer improvements.
- Parkway Business Centre: Design and construction of the 460 Acre industrial park including South Poway Parkway for ADI Properties, Inc. Also served as Assessment Engineer for Communities Facilities District.
- Campus Parkway Roadway: Design of a new roadway for a length of approximately 2 miles, and included street, medians, landscape, lighting, traffic signals, water, sewer, storm drain and various other utilities.
- CalState University Main Access Road: Design of a new roadway for a length of approximately 1.5 miles, and include street, medians, landscape, lighting, traffic signals, water, sewer, storm drain and various other utilities.
- Cannon Roadway and Sewer: Design of approximately 2 miles of roadway and 36 inch sewer pipe and pump station. Lopez Canyon Roadway and Sewer: Design and construction of over 5 miles of roadway sewer ranging up to 36 inches in diameter.
- Sorrento Valley Boulevard: Design and construction of 4 miles of roadway.

Drainage and Sewer Projects:

- Northpark Boulevard Sewer Extension: Half mile gravity sewer main extension for University Park Subdivision in the City of San Bernardino. Project required special structural designs and encroachment permitting for crossing 100' aqueduct right-of-way.
- University Park Storm Drain Design: Design of storm drain system with pipes ranging in size from 18 to 60 inches and trapezoidal channel design for 4500 cfs.
- Eagle Bice, Muscupiabe Land Area Infrastructure Master Plan (Devore area in San Bernardino) Drainage, Sewer and Water Master Plan: Approximately 500 acre area for future 1,100 unit master planned community. The project also included a full infrastructure (roadways, storm drain, water, sewer, parks, and utilities) needs and assessment and cost analysis for this future development.
- San Elijo Ranch Drainage, Sewer and Water Master Plan, San Marcos: 2,000 acre / 3500 unit master planned community. The project included literally miles of storm drain, sewer and water lines, sedimentation areas, pump stations, booster stations, water reservoirs and force mains. Cannon Road



- projects for public agencies (Freeway Interchanges, Roadways, Water, Storm Drain and Sewer Facilities and Master Plans).
- Commercial and Retail Development.
- Master Planned Communities.
- Residential Development.
- Educational/University Infrastructure Master Plan Studies and Development.
- Extensive experience in working with Caltrans and County of Los Angeles.
- Extensive experience in NPDES requirements.
- Extensive experience in the management and administration of federally and state funded projects in compliance with Caltrans Local Assistance Procedures Manual (LAPM).
- Estimated valuation of projects that Mr. Ragland has been involved is approximately \$1,000,000,000.

- Trunk Sewer and Pump Station - Design of 8-12 inch gravity sewer, 6 and 8 inch force main, pump station and wet well. City of Carlsbad
- Penasquitos Canyon Trunk Sewer: PS&E for two miles 36-inch gravity sewer including design study reports. City of San Diego
- Ranch Santa Fe Road: Relocation and rehabilitation of 1.5 miles of sewer main. City of San Marcos
- Arrowhead Springs Drainage, Sewer and Water Master Plan: 4,000-acre site at the foothills of San Bernardino Mountains, and includes 1,500 to 2,000 residential units, 1,000,000 square feet of commercial and office space, 199-acre/18-hole public golf course, renovation and reuse of the historic Arrowhead Springs Hotel with a new 115 room annex, new 300-room hotel, a conference center, 14-acre corporate office area.
- Otay River hydrology study and dam breach analysis: 22,000 acre Otay Ranch project in Chula Vista. Flows up to 33,000 cfs were studied for the Otay River.

Water Projects:

- City of San Diego, Green Valley Water line design and construction. 5000 feet, 30" Reinforced concrete water line and pressure reducing station and details for connection to a 60-inch San Diego County Water Authority Pipeline.
- City of San Diego, Structural arch and encasement designs for road crossings over various SDCWA pipelines up to 108 inches in diameter.
- City of San Diego, Design and construction of Mercy Road pressure booster.
- City of San Bernardino, Design of 3500 feet of 20 to 36 inch ductile iron water transmission main for the development of University Park.
- City of San Bernardino, Design of over 10,000 feet of 8 thru 12 inch DIP water main for water distribution.
- City of San Bernardino, Structural arch design for road crossing over the Dept of Water Resources 109-inch Santa Ana pipeline.
- City of San Marcos Structural arch and encasement designs for road crossings over various SDCWA pipelines up to 108 inches in diameter.
- Design of 30-inch CMLC steel water transmission main and pressure reducing stations. Included structural designs for hanging the waterline on a bridge.
- City of Carlsbad, Design of many thousands of feet of PVC and DIP water lines for multiple subdivisions in the City with Carlsbad Municipal Water District and the Olivenhain Water District.

Master Plans:

- San Elijo Hills Specific Plan. Provided planning, engineering, surveying services for the design and development of the 2,000 acre 3,500 dwelling unit Specific Plan and Master Tentative Map.
- Shandin Hills Specific Plan. Provided planning engineering services for the preparation of the Specific Plan and Tentative Map. The project is a proposed 240 acre 1049 dwelling unit community.
- Arrowhead Springs Specific Plan (including annexation into the City): 4,000-acre site, which includes 1,500 to 2,000 residential units, 1,000,000 square feet of commercial and office space, 199-acre/18-hole public golf course, renovation and reuse of the historic Arrowhead Springs Hotel with a new 115



room annex, new 300-room hotel, a conference center, 14-acre corporate office area.

- Eagle Bice, Muscupiabe Land Area Infrastructure Master Plan Drainage, Sewer and Water Master Plan: Approximately 500 acre area for future 1,100 unit master planned community. The project also included a full infrastructure (roadways, storm drain, water, sewer, parks, and utilities) needs and assessment and cost analysis for this future development.
- University Development Master Plan: Approximately 200 acre site in association with the City of San Bernardino, Watson Development and Cal-State SB for the development of 200 residential, mixed use, live-work, retail, office and student housing, educational and training facilities and offices for Cal State SB University.



MICHAEL ACKERMAN, PE, QSD, QSP, QSIP, Sr. Engineer

Mr. Ackerman has approximately 20 years of experience. At Transtech, he has been working as a Sr. Engineer at various Transtech City Engineering Contracts. He has served at various Cities under Transtech's City Engineering Contracts, including Temple City, Huntington Park, and Alhambra. Mr. Ackerman managed Engineering and CIP, attended and coordinated with COG Regional Transportation Planning, GWMA Gateway Water Management Association, and Los Angeles Upper Reach 2 Storm Water Management Group. He is very familiar with the local and regional agencies and goals. He has a broad knowledge of municipal government operations, including preparation and presentation of staff reports/resolutions to city councils, committees and interaction with public, various city departments, city council and other governmental agencies.

Mr. Ackerman's experience also includes working at Caltrans and other agencies:

EDUCATION

- Bachelor of Science in Engineering, the University of Iowa
- Land Development Desktop, AutoCAD Civil 3D, and Microstation Certification - Westech College

REGISTRATION

- Registered Civil Engineer

CERTIFICATIONS

- Resident Engineer Academy, Caltrans
- Water Pollution Control Compliance on Construction Sites for Resident Engineers, Caltrans
- Asphalt Pavement Fundamentals: Design, Construction, and Rehabilitation
- Construction Program Management Workshop, FHWA
- Field Office Procedures Course, Caltrans
- California Work Zone Inspection – High Speed,

Caltrans District 8: Mr. Ackerman was a civil transportation engineer for Caltrans District 8 where he was involved in the design and construction of various projects.

- **Construction Division:** In the Construction Division, Mr. Ackerman was Resident Engineer for various projects, including:
 - Watson Wash Bridge Replacement Right (Rte 40)
 - Replacement of Drains and Earthwork (Rte 40)
 - Fenner Overhead Bridge Replacement (Replacement of two bridges over BNSF Railroad, Rte 40).
- **Design Division:** Designed plans, specifications, and estimates for the rehabilitation of Route 10 freeway from the Riverside/San Bernardino County line to Beaumont.
- **Traffic Operations Division:** Performed studies and analyses to interpret and mitigate above average accident volume areas on highways and freeways. Also, he performed traffic studies.

City of San Bernardino: Mr. Ackerman held the position of Associate Engineer under City Engineer of the Division of Public Works in the Department of Development Services. He was involved in many projects including Development Review and Plan Check, design and review of Street Improvement Plans, Rough and Precise Grading Plans, Sewer Plans, Storm Drain Plans, Street Lighting Plans, Storm Water Pollution Prevention Plans, Water Quality Management Plans, Geotechnical Reports, and Hydrology/Hydraulic Studies, land development, industrial, commercial, residential, and transportation development projects including Tract and Parcel Maps. He also directed and performed plan check of improvement plans submitted by developers to the City. Also, he represented the City of San Bernardino at the South Tehachapi Management Team meetings, coordinated with San Bernardino County Flood Control and FEMA for the certification of City levees and updating of the Flood Insurance Rate Maps



- Caltrans
- Asphalt Concrete Inspection and Rehabilitation Strategies, Caltrans

HIGHLIGHTS

- 20 years of experience in City Engineering.
- Experience includes working for Caltrans and City of San Bernardino.
- At Caltrans, served as Resident Engineer for many projects.
- At City of San Bernardino, worked under the City Engineer, and was responsible for Capital Projects.
- Extensive experience in working with Caltrans.
- Extensive experience in NPDES requirements.
- Extensive experience in the management and administration of federally and state funded projects in compliance with Caltrans Local Assistance Procedures Manual (LAPM).
- Served as Resident Engineer on several Federally Funded Projects.

(FIRM), and oversaw permitting and tracking of Land Development Projects through the Division of Public Works/Engineering. In addition to this, Mr. Ackerman has worked intimately with Planning and Building and Safety Divisions on Land Development Projects.

City of Huntington Park: Mr. Ackerman worked as contract City Engineer under Transtech's municipal services contract and later as City Engineer and Interim Director of Public Works under the City.

Public Works Projects Experience:

Mr. Ackerman has also served as Project Design Engineer, Project Manager, and Construction Manager/Resident Engineer on a number of projects. Partial listing of projects representative of his project experience on recent projects include:

- Project Engineer for City of Commerce, Garfield Avenue Telegraph Road to Malt Avenue Street Improvements; Eastern Avenue Pavement Overlay Stevens Thru City Boundary; Garfield Avenue and Slauson Avenue Intersection Improvements; Washington/Ayers Intersection: Prepared PS&E. Federally funded projects as part of Stimulus Program.
- Project Engineer for City of San Bernardino, Sewer upgrade project: Preparation of a project PS&E for upgrade of main sewer lines at various locations per the City's Sewer Master Plan.
- Project Engineer for City of Commerce - Master Sewer Study Telegraph Corridor re-vitalization project: Documentation of existing system. Design capacity analysis based upon land use designations. Produced master plan study report for the project along with cost estimates.
- Resident Engineer for Rosemead Safety and Enhancement and ADA Improvements Project. Served as the Resident Engineer for the Rosemead Safety and Enhancement Project. The project includes widening and reconstruction of 2 miles of Rosemead Boulevard, including new medians, bike lanes, signals, sidewalks, curb & gutter, street lighting, landscape, street scape. The project is federally funded and is managed in compliance with Caltrans Local Assistance Procedures Manual. Cost \$20m.
- Principal CM/Resident Engineer for Valley Boulevard Rehabilitation and ADA Principal CM/Resident Engineer for Garfield Rehabilitation and ADA Improvements Project (Federally Funded), Alhambra: Project involved reconstruction, pavement overlay, curb and gutter, sidewalk, and other misc. improvements. Project was inspected and managed in compliance with Caltrans Local Assistance Procedures Manual.
- Principal CM/Resident Engineer for City of San Bernardino, Via Duct Boulevard/2nd Street Realignment Project: Prepared PS&E and served as Construction Manager/Resident Engineer.
- Project Engineer for CSUSB (Cal State SB University) San Bernardino Main Access Road: Prepared PS&E and provided construction administration for the project. Project involved design of a new roadway for a length of approximately 1.5 miles, and include street, medians, landscape, lighting, traffic signals, water, sewer, storm drain and various other utilities.



- Project Engineer for CSUSB (Cal State SB University) Perimeter Road for CSUSB Palm Desert Campus: Prepared PS&E for the project. Improvements included street, water, landscape, grading, drainage, street lighting and various other improvements.
- Project Engineer for CSUSB (Cal State SB University): Campus Health Center Expansion: Prepared PS&E for the project for grading, utilities and civil engineering.
- Project Engineer for University of California, Riverside - West Campus Infrastructure: Prepared West Campus Infrastructure Development Design/Study, which identified utility and surface infrastructure requirements, and how these improvements could be phased to accommodate proposed campus growth, for an area of 236.8 acres to support approximately 5 million gross square feet of academic, research, support, and student housing facilities.



JOSEPH DE PERALTA, PE, QSD, Sr. Engineer

Mr. Peralta has approximately 30 years of experience. His experience includes working as contract/consultant City Engineer, Plan Checker, Design Engineer for various Cities. He managed multi-discipline of wide variety of projects from the initial conception, planning, budgeting, scheduling, preliminary engineering to final engineering and completion of construction. His experience includes dealing, coordinating and navigating thru the permitting processes with municipal, county and state level and other governmental agencies, architects and consultant, utility companies, and regional entities, including Caltrans, Water Quality Board, AQMD, US Corps of Engineers, Department of Fish and Game, Union Pacific Railroad and others.

His civil engineering experiences includes various tasks that are associated but not limited to the following:

EDUCATION

- BS in Engineering

REGISTRATION

- Registered Civil Engineer
- Qualified SWPPP Developer

HIGHLIGHTS

- Experience includes working for Local Cities
- Managed and designed a variety of Public Works Projects.
- Managed CIP Projects and consultants at various cities.
- Experience in the management and administration of federally funded projects in compliance with Caltrans Local Assistance Procedures Manual (LAPM).
- Experience in the application of CAD systems including AUTOCAD, LAND

DEVELOPMENT DESKTOP CIVIL, and other engineering application programs

- Street & rehabilitation improvements
- Site improvements
- Storm Drainage
- Sewer & Water
- Utility planning & construction
- Mass & precise grading
- Hydrology & Hydraulic Analysis & Report
- Street Marking, Signing & Striping
- Street Lighting
- Erosion Control Plans
- Hydrology & Hydraulic Report
- Storm Water Plans/NPDES Compliance
- Tentative tract/parcel Maps
- Retaining wall engineering
- Public Work Contract Documents & Specifications
- Public Work Plan check
- Construction phasing & Traffic Control
- Legal documentation & review
- Quantity take off & Cost Estimating
- City Plan Checker
- In house QC Plan Checker
- Coordination & Processing
- Supervise Construction
- Construction Documentation & Bidding
- Prepare & review Request for Proposal

He has taken seminars and training on Qualified SWPPP Developer, Practitioner, hydrology, and hydraulic.

He is computer proficient and experienced with various engineering design software applications, including AutoCAD, Land Development, Civil3d, WSPG storm water hydrology and hydraulic software, Autoturn.



Mr. De Peralta worked as contract municipal engineer under different consultants. He was directly involved with the day to day management, agency coordination, and delivery of capital projects. He has a broad and diverse experience in the design and management of public works projects in highway design, drainage and stormwater design, water distribution, sewer design, residential and commercial site development, right of way acquisition, pavement design and pavement management. In addition, he has had extensive experience with the approval process and contract administration of for federal and state funded project implementing the Caltrans Local Assistance Procedures Manual (LAPM).

Some of significant projects he has worked on include:

- Montebello Blvd. Street Widening Conceptual Plans
- Westmoreland Blvd. Street Improvement
- Vail Ave. Street Improvement
- Via Luneto Sewer and Street Improvements
- JFK Professional Office – Tentative Parcel Map & Plot Plan
- Arcadia Water, Corona – Water line relocation and upgrade
- Nova Homes, Corona – 63 Acres Mass Grading & Drainage \$10M
- City of Irvine – Alton Parkway Left Turn Lane to Civic Center \$1M
- City of La Mirada Area A & B Street and Handicap Ramp Rehabilitation, \$5M
- City of Newport Beach – Ocean Blvd and Marguerite Ave PCC Pavement and Handicap Ramps Reconstruction, \$5M
- City of Diamond Bar Street Rehabilitation, \$2M
- City of Industry 66KV Electric Power Substation Facility, \$15M
- City of Industry Metro Link Station, \$7M
- City of Industry Auto Mall Complex along Gale Avenue, City of Industry, \$7M
- Industry Hills Hillside Land Development & Handorf Road Extension and Realignment, \$6M
- Gale Avenue, Jellick Ave. and Auto Mall West Street Improvements, \$3M
- Gale Avenue Widening & Street Realignment, \$5M
- Waddingham Way (New Street), Ferrero Road and Old Ranch Road, \$3M
- Gale Avenue Widening, Green Drive Ext., Wal-mart Site Improvements, \$5M
- Azusa Avenue and Railroad St. Street Realignment and Widening, \$4M
- Parriot Place West (new street) Street and Off-site Improvements, \$3M
- Carport Solar at Industry Metrolink Station, \$11M
- Grand Avenue – Valley Blvd. Intersection Street Widening, \$8M
- Seventh Avenue UPRR Grade Separation, \$11M
- Plan check of the Industry Business Center Rough Grading Plans, \$10M
- Various existing City of Industry Streets Rehabilitation and Reconstruction improvements i.e. Temple Ave, Vineland Avenue, Portion of Gale Avenue, Green Drive, Valley Blvd., Fairway Ave., Hacienda Blvd., California Avenue, Proctor Avenue, various Reclaimed and Domestic water lines
- Prepared tentative parcel map for Mr. Jammal Anabtawi's property in Rowland Heights



- Prepared tentative parcel map for Mr. Richard Reed's property in the City of Walnut
- Laguna Niguel Sport Center development, including storm drain engineering
- McVicker Canyon Park, City of Lake Elsinore



MAJID SARRAF, PhD, PE, Sr. Engineer**EDUCATION**

- PhD, Structural Engineering
- MS, Structural Engineering
- BS, Civil Engineering

REGISTRATION

- Registered Civil Engineer
- ASCE certification

PROFESSIONAL ASSOCIATIONS

- Member of American Society of Civil Engineers, ASCE
- Member of Earthquake Engineering Research Institute, EERI

COMMITTEES

- ACEC Bridge Structures Liaison Committee
- TRB Bridge Seismic Committee, Voting Member

PUBLICATIONS

- Sarraf, M., "Innovative Detail and Design Methodology for Bridge Ductile Seismic Shear Keys", EERI Annual Meeting, San Diego, Jan. 2011.
- Sarraf, M., "I-35W Truss Bridge Over Mississippi River Structure Condition and Design Criteria"

Dr. Majid Sarraf has over 22 years of experience in bridge and structural engineering, rail transit, and infrastructure projects from inspection/investigation to planning and funding through final design and construction. He has experience in all aspects of the structural design of steel, concrete, and timber bridges, advanced structural analyses, inspection and load rating, instrumentation, laboratory and field testing, structural monitoring, construction inspection, construction design support, seismic analyses and designs, seismic evaluation and retrofit design of long-span and historical bridges.

Dr. Sarraf has performed inspection, damage investigation, and load rating analysis of over 1000 bridges including the 1000-ft-long First Ave. historical bridge in Barstow, California and provided structural engineering and construction support of the emergency repairs and designed emergency retrofits that was able to save the bridge from collapse. In addition, he has inspected more than 30 Timber Bridges of National Trails Highway and led load rating and positing of more than 15 bridges in San Bernardino County with load limit posting. He independently investigated the causes of collapse for I-35 W in Minnesota and presented his finding at TRB and ASCE conferences and seminars. He has led structural inspection of many bridges for many agencies in both Northern California and Southern California for structural damages due to long-term deterioration, flood and scouring. He has led instrumentation and testing and has hands-on experience in sensor installation, calibration, cyclic testing in laboratory, and live-load testing of bridges.

Gerald Desmond Bridge, Long Beach, CA

As a seismic specialist, Majid performed the review of the suspended spans and seismic design criteria. He also reviewed the specially designed ductile shear link for seismic protection components used in towers for a new 2000-ft cable-stayed bridge replacement project in the Port of Long Beach.

Florence Ave. Bridge over San Gabriel River, Pico Rivera, CA*

Majid was the Project Manager and funding specialist for condition assessments, preliminary seismic evaluation, and HBP funding. The existing bridge was constructed in 1951 and is a five-span concrete structure supported on pile foundation. Majid led the initial condition assessments, seismic evaluations, advanced planning design of the replacement structure and successfully supported the HBP program of the bridge with \$17M for replacement and another successful \$2M+ LA Metro local matching fund through call-for-project.

Prairie Ave. Bridge Over BNSF, Torrance, CA*

Majid was the Project Manager and seismic specialist for condition assessments, preliminary seismic evaluation and conceptual retrofit design for the project and HBP funding. The existing bridge was constructed in 1967. It is a six-span concrete structure supported on pile foundation. Majid led initial condition and seismic vulnerability assessments of the bridge and successfully supported the HBP program of the bridge with \$3M for retrofitting.



Telegraph Rd. Bridge over San Gabriel River, Pico Rivera, CA*

Majid was the Project Manager and funding specialist for condition assessments preliminary seismic evaluation for the project as well as HBP funding. The existing bridge was constructed in 1937. It is an eight-span concrete structure supported on pile foundation. Majid led initial condition assessments, advanced planning design of the replacement structure and successfully supported the HBP program of the bridge with \$22M for replacement and an additional successful \$2M+ LA Metro local matching fund through call-for-project.

Jackson City Bridges, Bridge Program Management and Inspections, Jackson, CA*

Majid prepared highway bridge replacement and rehabilitation applications for the inspection and maintenance programming of five existing bridges in Jackson, California including program funding; review of reports; inspections of bridge conditions; prioritizing bridge maintenance; and coordination with the California Department of Transportation, District 10, Local Assistance Office.

Sawmill Bike/Pedestrian Bridge, El Dorado County, CA*

The project involved the design of a 250 ft. steel pedestrian bridge and 900 ft. elevated boardwalk structure along Highway 50 in the city of South Lake Tahoe and El Dorado County, California. The proposed 7,600 ft. bike path follows along Highway 50 near Meyers, California, and is part of the Tahoe Regional Planning Agency Environmental Improvement Program. Majid performed analyses for multiple bikeway bridge alternatives over the Upper Truckee River and prepared design Plans.



ALI CAYIR, PE, Sr. Engineer

Mr. Cayir has approximately 30 years of experience in engineering. He has participated on numerous multi-disciplinary teams dealing with the planning and development of civil and traffic engineering, urban and rural development, and public works projects. He served as Principal Project Manager for the design, construction and management of a variety of projects.

Mr. Cayir served as contract City Engineer, Traffic Engineer and Interim Public Works Director for many municipalities in Southern California. He has a broad knowledge of municipal government operations, including preparation and presentation of staff reports/resolutions to city councils, committees and interaction with public, various city departments, city council and other governmental agencies.

EDUCATION

- BS Engineering
- MBA
- Project/Construction Management, UC Irvine

REGISTRATION

- Registered Civil Engineer
- Licensed Gen Contractor A
- Licensed Gen Contractor B

EXPERIENCE HIGHLIGHTS

- 30 years of experience in City Engineering.
- Served as contract City Engineer and City Traffic Engineer for many Cities.
- City of Alhambra-Contract City Engineer/City Traffic Engineer.
- City of Hanford-Former City Traffic Engineer.
- City of La Habra Heights-Former City and Traffic Engineer
- City of Pomona-Former Interim City Engineer.
- City of Commerce-Assistant Public Services/City PW Engineer.
- Extensive experience in grant programs. Secured

Municipal Engineering Assignments (past and present)

- City of Alhambra-Contract City Engineer/City Traffic Engineer
- City of Temple City-Contract City Engineer/City Traffic Engineer
- City of Commerce-Interim City Engineer/City Traffic Engineer/PW Director
- City of Hanford-City Traffic Engineer
- City of La Habra Heights-City Engineer/City Traffic Engineer
- City of Pomona-Interim City Engineer
- City of Bellflower, Deputy City Engineer
- City of Cudahy, CIP Manager
- City of San Bernardino, CIP Manager
- City of Huntington Park, City Engineer

Civil Engineering Experience

- I-710 Freeway Interim Improvements and Fremont Widening and Reconstruction: Transtech provided Turn-key Services, including Program Management, Construction Management, Design, Surveying, Right-of-Way Engineering, and Environmental. The project included major roadway improvements, removal/demolition of various buildings for additional right-of-way and reconstruction of buildings behind new right-of-way, traffic signals, infrastructure, utilities, pavement, drainage, water, sewer, landscape, street lighting, traffic signal, pavement improvements. Project was funded by Federal Funds, and was managed and inspected in compliance with Caltrans Local Assistance Procedures Manual. (Cost \$15m).
- University Park Development/San Bernardino: The project included 2 miles of new roadway, sewer, water, utility and extensive hill side grading for a master planned residential and commercial development on 130-acre site across from the San Bernardino State University. Cost \$40m.
- City of Torrance, Crenshaw Reconstruction, Skypark Improvements, 190th/Crenshaw Widening: Design, construction management services, including inspection, surveying, resident engineer, federal compliance, labor compliance. Project was funded by Federal Funds, and was managed and inspected in compliance with Caltrans Local Assistance Procedures Manual.



- over \$20m in funding for during last 2 cycles of MTA Call for Projects Applications.
- Extensive experience in working with Caltrans, County of Los Angeles and other regional agencies and Utility Companies.
 - Extensive experience in NPDES requirements.
 - Extensive experience in the management and administration of federally and state funded projects in compliance with Caltrans Local Assistance Procedures Manual (LAPM).
 - Served as Resident Engineer on several Federally Funded Projects.
- Cost: \$5 m.
- Valley Boulevard Widening and Reconstruction project which is funded by State and Federal funds and required complete project and environmental report, including Right-of-Way, Relocation, SHPO, NEPA, SEQA, Noise, Parking, Economic, Hazardous Materials technical studies, and processed through Caltrans and FHWA. Construction cost (\$6m).
 - Carlsbad to San Diego Rail Trail Project Report, which is funded by State and Federal funds and required complete project and environmental report, including Right-of-Way, Relocation, SHPO, NEPA, SEQA, Noise, Parking, Economic, Hazardous Materials technical studies, and processed through Caltrans and FHWA.
 - City of San El Monte Annual Street Rehabilitation Program, 98, 99, 00, 01. The projects involved roadway rehabilitation and reconstruction, storm drain, water and sewer design on various streets. Cost: \$3,000,000.
 - Alameda Corridor Agency East (ACE) Rail Grade Crossing Improvement Project encompassing 6 agencies and 14 locations in Los Angeles County. Work involved roadway realignment and reconstruction, signalization, traffic control, and construction phasing as well as related improvements such as storm drain, water, sewer landscaping, underground utilities, etc. Cost \$5,000,000.
 - Valley Boulevard street medians, striping, landscape, and irrigation improvements, Alhambra, Cost \$600,000.

Construction Management Experience

- Washington Boulevard Widening and Reconstruction Project (Federally Funded), City of Commerce (\$30m). Transtech provided CM/Resident Engineer, Inspector, Office Engineer Services. The project includes widening and reconstruction of 2.7 miles of Roadway (including approx. 3,500 tons rubberized AC overlay). The project is federally funded and being managed in compliance with Caltrans Local Assistance Procedures Manual.
- Rosemead Boulevard Improvements Project, City of Tempe City (Federally Funded) (\$20m). Transtech provided CM/Resident Engineer, Inspector, Office Engineer Services. The project included widening and reconstruction of 2 miles of roadway (including approx. 6,000 tons rubberized AC overlay). The project was federally funded and managed in compliance with Caltrans Local Assistance Procedures Manual.
- Cactus Avenue and Nason Street Improvements and 135' Span Bridge Project, City of Moreno Valley (\$21m). Transtech provided CM/Resident Engineer, Inspector, Office Engineer Services. The funding included State Local Partnership Program (SLPP) grant and was inspected and managed in compliance with Caltrans Local Assistance Procedures Manual.
- Rte 71/Mission Bl Grade Separation Project (Federally Funded) City of Pomona (\$40m). Transtech provided CM/Resident Engineer, Inspector, Office Engineer Services. Project was inspected and managed in compliance with Caltrans Local Assistance Procedures Manual. Caltrans was the oversight/jurisdictional Agency.
- Bogert Trail Bridge Widening Project (Federally Funded), City of Palm Springs (\$5m). Transtech provided CM/Resident Engineer, Inspector, Office Engineer Services. The project is federally funded and being managed in compliance



with Caltrans Local Assistance Procedures Manual.

Traffic Engineering Experience

- Design and management of a variety of traffic and transportation engineering projects, including traffic signals (more than 1000 locations), traffic signal interconnect system, street lighting, traffic control, signing and striping design; signal timing and coordination studies; traffic signal management studies; traffic safety projects (OTS) including traffic control device inventories and speed surveys; traffic impact and parking studies for more than 100 projects; and feasibility studies for traffic control measures, freeway access, bikeways and street improvements. Mr. Cayir has also served as consultant Traffic Engineer for various agencies in Southern California.



JEFFREY KAO, PE, Casp, Plans Examiner

Mr. Kao has 20 years of experience and has been working at Transtech as Deputy Building Official, Senior Plans Examiner, On-Site Over the Counter Plans Examiner and performed plan checks for a variety of residential and commercial projects in Cities of Alhambra, South Pasadena and La Habra Heights.

Mr. Kao has broad knowledge of building and safety operations, including working in the capacity of Deputy Building Official and Plans Examiner.

As Plans Examiner, he is responsible for examination and approval of architectural and structural plans submitted to municipalities for a wide variety of projects ranging from small residential additions to large, multistory commercial and industrial facilities.

As Deputy Building Official, he provides necessary code interpretations, and coordinates with agency staff and departments, and applicants on building and safety related issues. He also provides over the counter plan check as Deputy Building Official/Plans Examiner.

His past experience includes working as a structural engineer for 4 years at a structural design firm. He was involved in various projects, including Mid-rise Steel Commercial Buildings, Steel Industrial High Bay Facilities, Wood Framed Public/Private Schools and Education Centers, Reinforced Concrete Masonry Studios and Auditoriums and Spreading Footing, May, Pile Foundation Design. His diversified experience gives him an excellent knowledge and understandings of "both sides of the counter."

Mr. Kao has extensive experience in Building Codes, plan check including building, grading and NPDES plan reviews, code interpretations and resolving code related construction and plan check problems on a broad range of residential and commercial projects.

EDUCATION

- UCLA, BS and MS in Civil Engineering (Structural and Earthquake)

REGISTRATION

- California Registered Civil Engineer

CERTIFICATIONS

- Certified Building Official
- California Building Plans Examiner
- CalGreen Inspector
- CalGreen Plans Examiner
- Mechanical Plans Examiner
- Plumbing Plans Examiner
- Building Inspector

HIGHLIGHTS

- Chinese Cantonese and Mandarin Speaker
- Extensive experience in Structural Plan Check
- Experience includes working as structural designer at a structural firm.
- Served as Deputy Building Official for a number Contract Cities



CEM AYAN, PE, Plans Examiner

Mr. Ayan has approximately 15 years of experience in engineering and construction. His experience includes working as Construction Engineer and Structural Design Engineer. His experience includes both working for a construction company as construction engineer and for consulting firms design firms as design/field construction engineer. His field construction experience includes site start-up, site grading/paving/concrete work, excavation, backfill, vertical survey, storm & wastewater collection, shallow/deep foundation, structural work, M&E, brick work, gable/hip/flat roof, interior/exterior architectural finish and CM/PM activities.

His recent experience at Transtech includes serving as Deputy CM and Re for TACC Cultural Center Development, Lanham, MD. This project involved construction of a 310,000 square foot development that included five buildings over an underground parking garage; subterranean swimming pool and basketball court; a cultural center with auditorium and museum space; a fellowship hall with restaurant; a 16 unit apartment building and a religious facility.

His prior experience includes working for nation-wide architectural, engineering and construction management companies, such as Short Elliott Hendrickson Inc. and HDR Inc.

Prior to moving to US in 2006, he worked for a large construction company overseas as field construction engineer. He supervised a team of technical staff and oversaw both design and construction of a number of projects, including buildings, structures and bridges. His specific experience in overseas included working as field construction engineer for Baki Group on various projects, supervising and coordinating the construction activities along with construction management activities supporting Sr. Project Managers for various projects, including:

- Ten-Story Reinforced Concrete Residential Buildings
- Two-Story Reinforced Concrete School Building
- Waste Water Treatment and Infrastructure Construction"
- Renovation of Antique Side Amphitheater
- Museum Showroom Construction
- University Sports Academy Construction
- Sewage Network System Construction

Other Highlights:

- FHWA-NHI-130055 Safety Inspection of In-Service Bridges Certification
- Experience with AASHTO Standard Specifications, AASHTO LRFD, AREMA, AISC-ASD, AISC-LRFD, Manual for Condition Evaluation of Bridges, Standard Specifications for Structural Supports, ACI 318, ACI 350, IBC Design experience with reinforced concrete, prestressed concrete, steel and aluminum

EDUCATION

- M.S. in Civil Engineering, Colorado State University, Fort Collins, Colorado, Master's degree with emphasis in structures
- B.S. in Civil Engineering

REGISTRATION

- Registered Civil Engineer
- ICC Plans Examiner
- ICC Inspector

HIGHLIGHTS

- Experience includes working as Construction Engineer and Structural Design Engineer.
- Construction experience with site start-up, site grading/paving/concrete work, excavation, backfill, vertical survey, storm & wastewater collection, shallow/deep foundation, structural work, M&E, brick work, gable/hip/flat roof, interior/exterior architectural finish and CM/PM activities



WILLIAM R. DORMAN, CBO, Plans Examiner

Mr. Dorman has over 30 years of experience in Building and Safety. He serves as Building Official/Plan Checker/Inspector at various Transtech contract cities. He has broad knowledge of municipal government operations, including preparation and presentation of staff reports and resolutions to city councils, committees and related interaction with members of the public, other city departments and other governmental agencies. He has extensive experience in construction codes, building and safety plan review and inspection, code interpretations, and resolving code related construction and plan review problems on a broad range of projects.

Prior to joining Transtech, he has served in various capacities, including as Building Official/Code Administrator for the City of Pasadena, and managed/supervised over 35 technical, professional and administrative employees.

EDUCATION

- AS degree – Architecture - East Los Angeles College
- BS degree – Business Administration - University of La Verne

CERTIFICATIONS

- ICC Certified Building Official
- ICC Certified Building Inspector
- ICC Certified Building Plans Examiner
- California General Contractor

Building Official/Code Administrator

- The administrative head of the Code Enforcement Division of the Community Development Services Department and responsible for Development Processing, Building & Safety administration, Plan Check, Building Inspection, Zoning Code Enforcement

Supervising Engineering Plan Check Coordinator

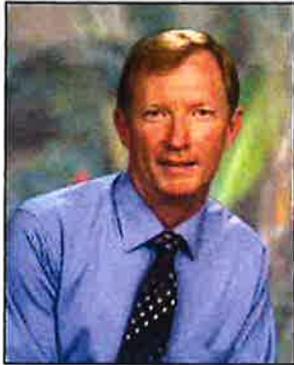
- Supervised plans examiners and permit technicians.
- Provided fire & life safety and structural plan checks.
- Provided code interpretations, division policies and procedures.
- Provide plan check administration.

Senior Structural Building Inspector

- Responsible for supervision of specialty and combination building inspectors including office and field.
- Provided complex commercial and residential building inspection.
- Responsible for inspector education updates and code revisions.

Mr. Dorman also has extensive experience in managing construction projects, owner representative services, code consulting, forensic investigative services, expert witness and construction mediation services. He has provided Project Management services to the City of Pasadena and the Pasadena Tournament of Roses Association for the \$22.5 million Rose Bowl Improvements Project; for the to the Pasadena Library Foundation and the City of Pasadena for the historical restoration of the Central Library, and provided a forensic investigation and expert witness testimony in a dispute between the Pasadena Aquatics Center and the general contractor that constructed the facility.



CRAIG MELICHER, PE, CBO, Sr. VP, Staff Training

Mr. Melicher has 30 years of experience in as Building Official, City Engineer and Construction Manager. Under Transtech's Municipal Service Contracts, he served for approximately 10 Cities in various capacities, such as Contract Building Official, Deputy Building Official, Plan Checker, Inspector, City Engineer and CIP Manager.

He successfully implemented the transition of City Engineering and/or Building Department Services for a number of local agencies in California. He has extensive experience in construction, California Building Codes, building and safety plan check and inspection, code interpretations, and resolving code related construction and plan check problems on a broad range of residential, commercial and public works capital improvement projects. He has a broad knowledge of municipal government operations, including preparation and presentation of staff reports/resolutions to city councils, committees and interaction with public, various city departments, city council and other governmental agencies.

EDUCATION

- Bachelor of Science in Civil Engineering, CalPoly, Pomona
- Various Construction Management Classes at UCLA, including:
 - Legal Aspects of Construction Management
 - Primavera based Construction Scheduling Software

REGISTRATION

- State of California Registered Civil Engineer

HIGHLIGHTS

- Served as City Engineer and Building Official for 6 Cities.
- Experience in working with State Architect's Office.
- Diversified experience in both Type A (General Engineering) and Type B (Building) projects.
- Experience in federally funded project management.

Mr. Melicher has served as Principal Manager for a wide variety of projects. Depending on the specific project, Mr. Melicher's services included everything from initial concept to project close-out. As each project faced its own unique challenges, Mr. Melicher was able to employ his extensive public agency background to insure the most expedition and cost effective solution to each respective challenge, especially where, as Program Manager, Mr. Melicher was specifically responsible for acting on behalf of and insuring the best interests of the project's client. His experience includes serving as Owner's Representative and Construction Manager for large and complex construction projects, such as public works/infrastructure, community center, city hall, library, parking structure, movie theaters, retail centers, etc.

Mr. Melicher also provided his expertise in the construction field serving as an expert witnesses for construction claims and defects. He has a strong background on the legal aspects of project and construction management, and is particularly well versed in California statutes regulating all types of publicly funded construction.

Mr. Melicher also provides training, and establishes procedures for project, construction and program management to local governmental agencies. He lead a team of experts in the preparation of a very extensive Project, Program and Construction Management Procedures Manual for the public agency to assist the department in developing and implementing efficient and state of the art project management practices and procedures to better serve the operational needs of the department, as well as ensuring the delivery of good customer service to its clients.





3. UNDERSTANDING AND APPROACH

Understanding:

The City of Placentia, Department of Public Works is seeking Proposals for on-call plan check services on Private Development projects to support the City staff with plan checking of various public works improvements.

Per the RFP, Exhibit "B" can be found in Section 4: Fee Schedule page 4.1 of this proposal.

The public improvements are mostly associated with private developments as proposed and constructed by the member of the public and the developers. Some of these reviews include entitlements, preliminary track/parcel maps and various other land use related functions. In addition, plan check services are required for various public improvement projects such as: sanitary sewer, storm drain, street improvements and for reviewing engineering studies.

Contract will be on an as-needed basis. Selected Consultant must be able to begin work upon approval and award of contract by the City Council. In general, the time for completion of each plan check may vary, however a maximum turnaround time of 10 working days (2 weeks) will be expected. Some plan checks may require a faster response time as identified by the City Engineer.

The City intends to award multiple on-call plan check support services contracts to up to 3 firms with a not-to-exceed amount of \$75,000 on each contract. These contracts will be in place for a duration of 3 years and task orders will be issued on an as-needed basis at the discretion of the City. The City reserves the right to issue task orders at will based on the capabilities and expertise of each firm. Consultant must be able to begin task orders within 7 days of the issuance and the time of completion for each task order is expected to be 10 working days (2 weeks.)

Service Approach and Methodology:

We have a structured approach to execute projects in an efficient manner that makes Transtech capable of providing the client with high quality product. Transtech has established guidelines and policies, including written manuals on quality control, project management, and design procedures for its staff and for its contract cities. These guidelines ensure a consistent approach to the execution of assignments undertaken by our organization in compliance with City's specific procedures, standards and requirements.

- Our services are founded on the principals of Total Quality Management for Total Customer Satisfaction.
- We start by working with the applicant during plan review to help him or her prepare a set of plans which have all the required information clearly and logically presented.
- Additionally, we never hesitate to make suggestions which help eliminate complicated details, reduce construction costs, and/or provide details which are easy to verify in the field. Experience has taught us well that inspection time and applicant frustration can both be substantially reduced, while increasing overall compliance, by producing a better set of plans during plan review process. And in the case of homeowners, this policy often demonstrates early on that the City really is here to help.
- Transtech provides all plan check comments on electronic files. All plan check comments are provided on scanned pdf format electronically, as well as hard copies. Plan review corrections are written clearly, and are fully detailed to explain the Code deficiency (including all applicable code sections).
- To help the applicant better understand the problem, Transtech Engineers, Inc. provides as much information during plan review as possible. We believe that if the applicant has a clear understanding of the problem, he or she can take the necessary steps to correct the condition. This policy reduces the number of plan review rechecks required, allows the applicant to obtain a permit much sooner,



and reduces the overall time our staff is required to spend on that particular plan. Unclear and/or cryptic corrections are never written, and all correction lists, except those written over-the-counter, are typed and printed on a laser printer.

- Our plan checkers respond to questions from the architect, engineer, designer, applicant, etc. When requested, our plan checkers also meet with the architect, engineer, designer, applicant, etc. at our offices to answer questions or for rechecks where the plan corrections.
- Our policy is to assist the architect, engineer, designer, applicant, etc. as much as possible, which helps eliminate complicated details, reduce construction costs, and/or provide details which are easy to verify in the field.
- Transtech performs necessary liaisons with City, and the permit applicant or applicant's designee either by telephone, mail, or meeting at our plan check office, or at City office, and perform necessary rechecks to achieve compliance with applicable building laws, ordinances, and regulations.
- All telephone calls or e-mails received are returned within same working day, or the following day.
- Our Contract Principal will meet with the Client's Project Manager frequently for service evaluation and address any areas for improvements.
- Responsiveness is an integral part of Transtech's "customer friendly" service approach.
- Transtech is committed to provide excellent customer service to the City, City's patrons, responding quickly and effectively to the walk-in, telephone, and electronic inquiries of the public related to our services.
- We will strive to improve the City's reputation as a desirable community to live, invest and conduct business.

Plan Check Process:

We have developed a process that will serve the City in the most efficient manner. Transtech will employ a plan review team, with each plan reviewer assign to review documents within their area of expertise. It will be the responsibility of Transtech's Project Manager to follow through with the individual reviewers to provide consistency and continuity in review comments and services across the various disciplines. Transtech's plan review process will include the following:

1. Work Initiation/Progress

- ✓ Maintain a Project Log
- ✓ Meet with the City regularly (Early and Ongoing) to discuss performance
- ✓ Inquire about revisions or updates to City/County/State policies and procedures
- ✓ Discuss ideas to enhance efficiency of comprehensive review process
- ✓ Before review verify the necessary items for project review are submitted
- ✓ If complete, budget hours and due dates are determined
- ✓ If incomplete or deemed to be not ready for plan review, early discussion with City staff as to the next actions

2. Plan Review

- ✓ Check for conformance with the Conditions of Approvals (COA)
- ✓ Perform conformity review of each submittal with; General Plan and City Ordinances, Applicable Design Guidelines, Specific Plans, Tentative Map, COAs, Resolutions, Subdivision Map Act, Land Surveyor Act, Survey Documentation, Standards, Current NPDES Stormwater Permits and Statewide General Permit

3. Plan Return

- ✓ Deliver submittal to the City and update Project Log



Conflict Resolution

As one example of challenges that could be encountered, if critical disputes between Transtech's plan reviewer and applicant's/developer's engineer occurs, our standard procedure to resolve the conflict is outlined below:

- Transtech will write a letter to the Engineer of Record (EOR) documenting each design standard/code discrepancy with supporting design requirements. In our experience, this step merely by virtue of communication, alleviates most conflicts.
- If the developer's consultant has questions regarding our letter, Transtech plan reviewer will meet with the EOR to help explain issues as necessary. The City staff will be fully informed and kept up to date of all communications between our staff and the developer/EOR.
- If the dispute persists beyond the above initial steps, Transtech will suggest and schedule a meeting with City staff, developer and EOR. Having the developer at such meeting is important to hold the EOR accountable.
- City staff are the ultimate decision makers and have authority to waive or override standards to bring the conflict to a resolution such as alternative materials and/or methods of construction. During this process, Transtech will assist the City staff in negotiations and confidential recommendations and measurements of risks.

Coordination with Applicants:

- Our plan checkers respond to questions from the architect, engineer, designer, applicant, etc. When requested, our plan checkers also meet with the architect, engineer, designer, applicant, etc. to answer questions or for rechecks where the plan corrections.
- Our policy is to assist the architect, engineer, designer, applicant, etc. as much as possible, which helps eliminate complicated details, reduce construction costs, and/or provide details which are easy to verify in the field. This pro-active approach reduces inspection time and questions, and applicant frustration, while increasing overall compliance, by producing a better set of plans during plan review process. Especially, when the applicant is a homeowner trying to improve his/her property, this policy often demonstrates early on that the City really is here to help.
- Our staff is available to applicants by phone and through email for questions or available to meet for rechecks if necessary. Our policy is to meet with applicants at City Hall, but we also have an available facility at our office for over the counter reviews and meetings with applicants.

Expedited/Off-Business Hours/Weekend Services:

If the City receives a request from applicants for expedited plan check services, Transtech staff will provide additional resources to accommodate such a request. If the City requests inspection services, Transtech staff will provide additional resources to accommodate inspection requests during off business hours and weekends.

Electronic Plan Check:

- Transtech has an in-house plan check tracking system. The system tracks each plan check by plan check number, address of the project, date of routing to Transtech, comments return date and status of the review.
- Transtech will provide access to City staff to plan check tracking data through Dropbox. City staff can access to the tracking system to check status of the plan reviews on real time.
- Transtech also provides electronic plans submission portal through Dropbox and Bluebeam. Applicants can submit the plans electronically to the portal on Dropbox that will be securely shared with the Applicant. Such plan reviews are conducted on electronic plan review software (Bluebeam)



and applicant is provided an online link to access to plan review comments.

- All electronic information regarding to a plan check is maintained on cloud servers on real time basis and City will have access to real time information throughout the process.

Plan Pick-up/Delivery:

- Transtech uses an overnight delivery service for transportation of hard copies of plans.
- For items that may be urgent, immediate pick up and transmittal of plans will be done.
- Transtech uses an electronic plan transmittal that is customized and on a Dropbox platform for the City, where information can be uploaded and downloaded electronically.





4. FEE SCHEDULE

4.1 FEES PER CITY EXHIBIT "B"

EXHIBIT "B"

ON-CALL PLAN CHECK SERVICES FOR PRIVATE DEVELOPMENT

Contract will be on an as-needed basis. Maximum contract amount will be \$75,000.00 unless a greater amount is authorized by the City and approved by the City Council. Consultant must be able to begin work upon approval and award of contract by the City Council. In general, the time for completion of each plan check may vary, however a maximum turnaround time of 10 working days (2 weeks) will be expected. Some plan checks may require a faster response time as identified by the City Engineer.

SCOPE OF ON-CALL PLAN CHECK SERVICES - The cost for each item listed below shall include burdened rates for all of the staff time, quality check, delivery and processing. The review cost shall include up to 3 submittals for each project being submitted.

PLAN CHECK TYPE	REVIEW COST 1ST SHEET	REVIEW COST ADD. SHEETS
Entitlement, Tentative Tract/Parcel Map Review for conformance with State's Subdivision Map Act	N/A	N/A
Final Tract and parcel map review	\$600	\$600
Lot line adjustment and merger	\$600	\$600
Grading Plan (Precise)	\$600	\$600
Grading Plan (Rough)	\$600	\$600
Street Improvement Plan	\$600	\$600
Erosion Control Plan	\$600	\$600
Storm Drain Plan	\$600	\$600
Sanitary Sewer Plan	\$600	\$600
<hr/>		
REPORT TYPE	COST PER REVIEW	
Water Quality Management Plan	\$2,500	
Sewer Capacity Study Report	\$750	
Hydrology/Drainage Reports	\$750	



4.2 TRANSTECH'S STANDARD HOURLY RATES

Below is Transtech's current Standard Hourly Rates table for all staff classifications, rates are average, negotiable and can be modified to establish a fee for each assignment based on the specific project's scope, when such projects are identified by the City.



TRANSTECH ENGINEERS, INC.
SCHEDULE OF HOURLY RATES
Effective through June 30, 2019

ENGINEERING		CONSTRUCTION MANAGEMENT		PW, BUILDING & SAFETY PC	
Field Technician	\$60	Labor Compliance Analyst	\$120	Permit Technician	\$60
Engineering Technician	\$80	Funds Coordinator	\$120	Plan Check Technician	\$60
Assistant CAD Drafter	\$95	Utility Coordinator	\$135	Building Inspector	\$85
Senior CAD Drafter	\$115	Office Engineer	\$120	Senior Inspector	\$105
Associate Designer	\$120	Construction Inspector	\$115	Plans Examiner/Checker	\$115
Senior Designer	\$130	Senior Construction Inspector	\$130	Plan Check Engineer	\$130
Design Project Manager	\$160	Construction Manager	\$160	Deputy Building Official	\$130
Assistant Engineer	\$100	Resident Engineer	\$160	Building Official	\$140
Associate Civil Engineer	\$125	PUBLIC WORKS INSPECTION		PLANNING	
Senior Civil Engineer	\$160	Public Works Inspector	\$115	Community Development Technician	\$60
Traffic Analyst Technician	\$90	Senior Public Works Inspector	\$130	Planning Technician	\$60
Associate Traffic Analyst	\$95	Supervising PW Inspector	\$135	Assistant Planner	\$95
Senior Traffic Analyst	\$130	SURVEY AND MAPPING		Associate Planner	\$110
Professional Transportation Planner	\$150	Survey Analyst	\$115	Senior Planner	\$130
Traffic Engineer Technician	\$80	Senior Survey Analyst	\$120	Planning Manager	\$140
Associate Traffic Engineer	\$125	2-Man Survey Crew	\$280	ADMINISTRATIVE STAFF	
Traffic Engineer	\$140	Survey & Mapping Specialist	\$160	Administrative/Clerical	\$60
Senior Traffic Engineer	\$160	Licensed Land Surveyor	\$175	Project Accountant	\$75
Project Manager	\$150	FUNDING & GRANT WRITING			
Senior Project Manager	\$160	Funds Analyst	\$100		
Deputy City Engineer	\$140	Senior Funds Analyst	\$120		
Senior City Engineer	\$160	Graphic & Rendering Designer	\$110		
Principal Engineer	\$190	Grant Writer	\$120		
		Funds & Grant Project Manager	\$150		

Reimbursable direct costs are charged at cost plus 10%.

The above fees will be increased each year July 1st automatically by the percentage change Los Angeles-Riverside-Orange County Consumer Price Index-All Urban Consumers ("CPI-U") for the preceding twelve-month period as calculated for February by the U.S. Department of Labor Bureau of Labor Statistics and published by the United States Bureau of Labor Statistic.



EXHIBIT B
CERTIFICATES OF INSURANCE AND ENDORSEMENTS



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WORKERS' COMPENSATION BROAD FORM ENDORSEMENT
EXTENDED OPTIONS**

Policy Number: 72 WEG AA508A

Endorsement Number:

Effective Date: 09/01/17

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: TRANSTECH ENGINEERS, INC.

13367 BENSON AVE
CHINO CA 91710

Section I of this endorsement expands coverage provided under WC 00 00 00.

Section II of this endorsement provides additional coverage usually only provided by endorsement.

Section III of this endorsement is a Schedule of Covered States.

You may use the index to locate these coverage features quickly:

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01 We Will Also Pay	2	D. Additional Exclusions	3
PART - THREE	2	E. West Virginia	3
02 How This Insurance Works	2	EXTENDED OPTIONS	4
PART - SIX	2	01 Employers' Liability Insurance	4
03 Transfer of Your Rights and Duties	2	02 Unintentional Failure to Disclose Hazards	4
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SECTION I

PARTS ONE and TWO

1. WE WILL ALSO PAY

D. **We Will Also Pay of Part One** (WORKERS' COMPENSATION INSURANCE); and

E. **We Will Also Pay of Part Two** (EMPLOYERS' LIABILITY INSURANCE) is replaced by the following:

We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. reasonable expenses incurred at our request, **INCLUDING** loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this law; and
5. expenses we incur.

PART THREE

2. **How This Insurance Applies**

Paragraph 4. of A. **How This Insurance Applies of Part 3** (Other States Insurance) is replaced by the following:

4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within **sixty** days.

PART SIX

3. **Transfer Of Your Rights and Duties**

C. **Transfer Of Your Rights and Duties of Part 6** (Conditions) is replaced by the following:

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within **sixty** days after your death, we will cover your legal representative as insured.

4. **Liberalization**

If we adopt a change in this form that would broaden the coverage of this form without extra charge, the broader coverage will apply to this policy. It will apply when the change becomes effective in your state.

SECTION II

VOLUNTARY COMPENSATION ANDEMPLOYERS' LIABILITY COVERAGE

5. **Voluntary Compensation Insurance**

A. **How This Insurance Applies**

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by any officer or employee not subject to the workers' compensation law of any state shown in Item 3.A. of the Information Page.
2. The bodily injury must arise out of and in the course of employment or incidental to work in a state shown in Item 3.A. of the Information Page.

3. The bodily injury must occur in the United States of America, its territories or possessions, or Canada, and may occur elsewhere if the employee is a United States or Canadian citizen, or otherwise legal resident, and legally employed, in the United States or Canada and temporarily away from those places.

4. Bodily injury by accident must occur during the policy period.
5. Bodily injury by disease must be caused or aggravated by the conditions of the

officer's or employee's employment. The officer's or employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay an amount equal to the benefits that would be required of you as if you and your employees were subject to the workers' compensation law of any state shown in Item 3.A. of the Information Page. We will pay those amounts to the persons who would be entitled to them under the law.

C. Exclusion

This insurance does not cover:

1. any obligation imposed by workers' compensation or occupational disease law or any similar law.
2. bodily injury intentionally caused or aggravated by you.
3. officers or employees who have elected not to be subject to the state workers' compensation law.
4. partners or sole proprietors not covered under the Standard Sole Proprietors, Partners, Officers and Others Coverage Endorsement.

D. Before We Pay

Before we pay benefits to the persons entitled to them, they must:

1. Release you and us, in writing, of all responsibility for the injury or death.
2. Transfer to us their right to recover from others who may be responsible for the injury or death.
3. Cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits of this insurance fail to do those things, our duty to pay ends at once. If they claim damages from you or from us for the injury or death, our duty to pay ends at once.

E. Recovery From Others

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we paid. We will pay the balance to the persons entitled to it.

If the persons entitled to the benefits of this insurance make a recovery from others, they must reimburse us for the benefits we paid them.

F. Employers' Liability Insurance

Part Two (Employers' Liability Insurance) applies to bodily injury covered by this endorsement as though the State of Employment was shown in Item 3.A. of the Information Page.

This provision 5. does not apply in New Jersey or Wisconsin.

EMPLOYERS' LIABILITY STOP GAP COVERAGE

6. Employers' Liability Stop Gap Coverage

- A. This coverage only applies in Montana, North Dakota, Ohio, Washington, West Virginia and Wyoming.
- B. Part One (Workers' Compensation Insurance) does not apply to work in states shown in Paragraph A above.
- C. Part Two (Employers' Liability Insurance) applies in the states, shown in Paragraph A., as though they were shown in Item 3.A. of the Information Page.
- D. Part Two, Section C. **Exclusions** is changed by adding these exclusions.

This insurance does not cover;

5. bodily injury intentionally caused or aggravated by you or in Ohio bodily injury resulting from an act which is determined by an Ohio court of law to have been committed by you with the belief that an injury is substantially certain to occur. However, the cost of defending such claims or suits in Ohio is covered.
13. bodily injury sustained by any member of the flying crew of any aircraft.
14. any claim for bodily injury with respect to which you are deprived of any defense or defenses or are otherwise subject to penalty because of default in premium under the provisions of the workers' compensation law or laws of a state shown in Paragraph A.
- E. This insurance applies to damages for which you are liable under West Virginia Code Annot. S 23-4-2.

EXTENDED OPTIONS

1. Employers' Liability Insurance

Item 3.B. of the Information Page is replaced by the following:

B. Employers' Liability Insurance:

1. Part Two of the policy applies to work in each state listed in Item 3.A.

The Limits of Liability under Part Two are the higher of:

**Bodily Injury
by Accident** **\$500,000 Each Accident**

**Bodily Injury
by Disease** **\$500,000 Policy Limit**

**Bodily Injury
by Disease** **\$500,000 Each Employee**

OR

2. The amount shown in the Information Page.

This provision 1 of **EXTENDED OPTIONS** does not apply in New York because the Limits Of Our Liability are unlimited.

In this provision the limits are changed from **\$500,000** to **\$1,000,000** in California.

2. Unintentional Failure to Disclose Hazards

If you unintentionally should fail to disclose all existing hazards at the inception date of your policy, we shall not deny coverage under this policy because of such failure.

3. Waiver of Our Right To Recover From Others

A. 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 any person or organization for whom you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the agreement.

B. This provision 3. does not apply in the states of Pennsylvania and Utah.

4. Foreign Voluntary Compensation and Employers' Liability Reimbursement

A. How This Reimbursement Applies

This reimbursement provision applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by an officer or employee.
2. The bodily injury must occur in the course of employment necessary or incidental to work in a country not listed in Exclusion C.1. of this provision.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The officer or employee's last exposure to those conditions of your employment must occur during the policy period.

B. We Will Reimburse

We will reimburse you for all amounts paid by you whether such amounts are:

1. voluntary payments for the benefits that would be required of you if you and your officers or employees were subject to any workers' compensation law of the state of hire of the individual employee.
2. sums to which Part Two (Employers' Liability Insurance) would apply if the Country of Employment were shown in Item 3.A. of the Information Page.

C. Exclusions

This insurance does not cover:

1. any occurrences in the United States, Canada, and any country or jurisdiction which is the subject of trade or economic sanctions imposed by the laws or regulations of the United States of America in effect as of the inception date of this policy.
2. any obligation imposed by a workers' compensation or occupational disease law, or similar law.
3. bodily injury intentionally caused or aggravated by you.

4. liability for any consequence, whether direct or indirect, of war, invasion, act of Foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power. No endorsement now or subsequently attached to this policy shall be construed as overriding or waiving this limitation unless specific reference is made thereto.

D. Before We Pay

Before we reimburse you for the benefits to the persons entitled to them, you must have them:

1. release you and us, in writing, of all responsibility for the injury or death,
2. transfer to us their right to recover from others who may be responsible for their injury or death,
3. cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits paid fail to do these things, our duty to reimburse ends at once. If they claim damages from us for the injury or death, our duty to reimburse ends at once.

E. Recovery From Others

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we reimbursed. We will pay the balance to the persons entitled to it. If persons entitled to the benefits make a recovery from others, they must repay us for the amounts that we have reimbursed you.

F. Reimbursement for Actual Loss Sustained

This endorsement provides only for reimbursement for the loss you actually sustain. In order for you to recover loss or expenses under this reimbursement you must:

1. actually sustain and pay the loss or expense in money after trial, or
2. secure our consent for the payment of the loss or expense.

G. Repatriation

Our reimbursement includes the additional expenses of repatriation to the United States

of America necessarily incurred as a direct result of bodily injury.

Our reimbursement shall be limited as follows:

1. to the amount by which such expenses exceed the normal cost of returning the officer or employee if in good health, or
2. in the event of death, to the amount by which such expenses exceed the normal cost of returning the officer or employee if alive and in good health.

In no event shall our reimbursement exceed the bodily injury by accident limit shown in Item 3.B. of the Information Page as respects any one such officer or employee whether dead or alive.

H. Endemic Disease

The word "disease" includes any endemic diseases.

The coverage applies as if endemic diseases were included in the provisions of the workers' compensation law.

5. Longshore and Harbor Workers' Compensation Act Coverage

General Section C. Workers' Compensation Law is replaced by the following:

C. Workers' Compensation Law

Workers' Compensation Law means the workers or workers' compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workers' compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

Part Two (Employers' Liability Insurance), C. Exclusions, exclusion 8, does not apply to work subject to the Longshore and Harbor Workers' Compensation Act.

This coverage does not apply to work subject to the Defense Base Act, the Outer Continental Shelf Lands Act, or the Nonappropriated Fund Instrumentalities Act.

SECTION III

1. SCHEDULE OF COVERED STATES

A. This endorsement only applies in the states listed in this Schedule of Covered States.

B. If a state, shown in Item 3.A. of the Information Page, approves this endorsement after the effective date of this policy, this endorsement will apply to this policy. The coverage will apply in the new state on the effective date of the state approval

C. Schedule of Covered States:

CA

Countersigned by



Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED
(ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to **SECTION II - WHO IS AN INSURED:**

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the lim-

its of insurance described in Section III - Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is

COMMERCIAL GENERAL LIABILITY

available to the additional insured when that person or organization is an additional insured under any other insurance.

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you be-

fore, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph **A.5., Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Transtech Engineers, Inc.

Endorsement Effective Date: 12/31/2017

SCHEDULE

Name Of Person(s) Or Organization(s): Re: All Operations of Named insured - The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

**CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH
ADVANCED APPLIED ENGINEERING, INC.,
DBA: INFRASTRUCTURE ENGINEERS**

THIS AGREEMENT is made and entered into this 24th day of July, 2018 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and Advanced Applied Engineering, Inc., dba: Infrastructure Engineers, a California "S" corporation] ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide On-call Plancheck services for Public Works' Improvements associated with Private Developments in the City of Placentia, as more fully described herein; and

B. WHEREAS, Consultant represents that it is "design professional" as that term is defined by California Civil Code Section 2782.8 and 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 Consultant's Proposal ("Proposal"), 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. All insurance requirements contained in this Agreement are independently applicable to any and all subcontractors that Consultant may engage during the

term of this Agreement.

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". Consultant's total compensation shall not exceed Seventy-Five Thousand Dollars (\$75,000.00).

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. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "A".

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 36 months, ending on July 10, 2021, 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 04 13, 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. If Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Consultant.
- (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, each incident 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 for any employee or employees of Consultant. 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 and endorsements 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:

Infrastructure Engineers
3060 Saturn Street, Suite 250
Brea, CA 92821
Tel: 714-940-0100
Fax: 714-940-0700
Attn: Sid J. Mousavi

IF TO CITY:

City of Placentia
401 E. Chapman
Placentia, CA 92870
Tel: 714-993-8132
Fax: 714-961-0283
Attn: Masoud Sepahi, P.E.

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 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, preliminary notes, working documents, 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, but shall be made available to the City within ten (10) days of request or within ten (10) days of termination. 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, preliminary notes and working documents, 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, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Consultant's Proposal.

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

Chad P. Wanke, Mayor

Date: _____

ATTEST:

Patrick J. Melia, City Clerk

CONSULTANT



Signature

Date: 6/14/18

Name and Title

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Rosanna Ramirez, Risk Management

Date: _____

APPROVED AS TO CONTENT:

Masoud Sepahi, Project Manager

Date: _____

DEPARTMENTAL APPROVAL

Luis Estevez, Director of Public Works

Date: _____

EXHIBIT A
CONSULTANT'S PROPOSAL

Proposal for On-call Plan Check Services for Private Development

April 25, 2018



Prepared for



The City of
Placentia





3060 Saturn Street, Suite 250
Brea, CA 92821
Tel.: (714) 940-0100
Fax: (714) 940-0700
www.infrastructure-engineers.com

April 25, 2018

Masoud Sepahi, PE, City Engineer
City of Placentia
Department of Public Works
401 E. Chapman Street
Placentia, California 92870

Subject: Proposal for On-call Plan Check Services for Private Development

Dear Mr. Sepahi:

We have established a reputation of meeting the expectations of our city clients by employing experienced staff members who not only understand engineering, but also have a solid foundation in the inner workings of the municipal office and public works process. More than 90% of our staff, as part of their professional development, has worked for City governments as employees. As a result, our company is known for providing responsive, quality recommendations and solutions to a wide variety of design projects, studies, construction issues and staff augmentation needs. We believe that successful projects are the result of a well-managed and motivated team, committed to being accountable and sharing ownership in the product or service.

The staff we are proposing to assign to the City of Placentia have worked together for several years and have developed cohesive relationships that will ultimately improve efficiency as each undertakes plan checks per their areas of expertise. We are eager to respond to the needs of the City, and we have the staff, qualifications and experience to support you, as noted below.

Qualified personnel. The proposed Infrastructure Engineers' team members exhibit the interpersonal skills, level of integrity, thoroughness, proactive approach and technical competence required by the City. Our staff has the proven ability to multi-task and to work with minimal supervision that is required to meet the City's needs. The team has a diverse experience in a variety of street improvement, water and sewer, storm drain, grading, traffic and vertical construction projects.

Demonstrated experience and references. Infrastructure Engineers' staff exclusively service state and local agencies and we have an extensive history of successfully providing a wide range of services. Our experience minimizes training time and results in cost savings to the City. Additionally, our team has extensive experience providing professional services for municipal agencies and we encourage the City to contact our references and confirm our successful track record.

Competitive rates. We understand cities are often faced with budget constraints. Infrastructure Engineers has a history of successfully delivering projects with very limited budgets. We are committed to working with the City and the rates provided herein are the generally accepted average within the industry.

We are excited and grateful for the opportunity to provide this proposal to the City of Placentia. Thank you for giving Infrastructure Engineers the opportunity to be of service to you and for the chance to make a difference in your community. Should you need additional information, I can be reached by phone at (714) 940-0100, ext. 5032, or by email at fdorrani@infengr.com.

Respectfully Submitted,
Infrastructure Engineers

A handwritten signature in blue ink, appearing to read "F. Dorrani", written over a light blue horizontal line.

Farzad Dorrani, MS
Principal-in-Charge



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1. Capabilities of the Firm

Infrastructure Engineers was established in 1994 for the sole purpose of providing professional engineering and municipal services to cities and agencies in Southern California. From the beginning, we have been committed to making a difference in the communities we serve by helping cities maintain and improve their infrastructure, providing staff augmentation, and by supporting civic functions.

To assist these municipalities with well-built projects, we provide plan checking and inspection, building and safety services, civil and traffic engineering design, architectural design, planning, construction management, NPDES/MS4 compliance and monitoring, and fund administration and grants services to municipalities. Infrastructure Engineers provides virtually all engineering services that mid-size cities need – whether on a consultant basis or as part of a staff augmentation program.

We continually strive to be the best in our market by focusing on quality, efficiency, cost effectiveness and timely delivery. Every element of our firm is structured to a commitment to technical excellence with an emphasis on our client's needs, so you can rest assured that your requirements and your projects will be well taken care of.

We understand that an integral component of plan check services is communication. People coming to the Public Works Department may be veteran contractors and developers or property owners pursuing their first project; whatever the situation, our staff have extensive experience providing courteous attention and service at the counter or over the phone, engaging with the public regarding expectations and requirements for plans.

We are available and enthusiastic! We will work hard for the City of Placentia while providing personal attention to every detail. In addition, we understand the funding and timing restriction challenges faced by cities. The Infrastructure team is intimately familiar with all aspects of providing engineering and plan check services required by the City because they have all worked at municipalities before.

Infrastructure Engineers reviews all plans and reports noted in Exhibit B. The city references listed on the following page will attest to our capabilities in providing timely and detailed development plan reviews.

City of Montebello

Client Contact:

*Danilo Batson, Director of Public Works
1600 W. Beverly Blvd.
Montebello, CA 90640*

Phone: (323) 887-1460

Email: dbatson@cityofmontebello.com

As an exclusive municipal contract provider to the City of Montebello, Infrastructure Engineers provides plan checks, along with a number of other engineering and design services, to the City. We have provided street plan checking on more than a dozen street projects, including Union Street, Market Place Drive, Washington Boulevard, Greenwood Avenue, and Olympic Boulevard. Other services we provide for include program management, construction

management, construction inspection, traffic engineering, NPDES compliance, updating the current Sewer Rate Study Report, staff augmentation at the City, urban stormwater program for commercial and industrial IC/ID inspections, stop sign warrant studies, traffic calming studies, and traffic signal timing reviews.



City of Bell Gardens

Client Contact:

*Chau Vu, Director of Public Works
8327 Garfield Avenue
Bell Gardens CA 90201*

Phone: (562) 806-7770

Email: CVu@bellgardens.org

As an exclusive municipal contract provider to the City of Bell Gardens for the past 11 years, Infrastructure Engineers provides a number of services to the City, including inspection and plan checking, municipal engineering, SWPPP/NPDES/MS4 compliance and reviews, staff augmentation, program management, and construction management. We provide subdivision map checking, improvement plan checking, building and structural plan

checking, and review of various engineering reports. Plan check services have been provided for Eastern Avenue Widening, Street Improvement Designs (Measure R), several phases of miscellaneous CIP street improvement phases under various federal grants, and numerous alley and street resurfacing projects. We have set up an urban stormwater program for commercial and industrial IC/ID inspections; upgrades to the John Anson Ford Sports Complex (irrigation and turf replacements); and a City water system evaluation. We also provide subdivision map checking, improvement plan checking, building and structural plan checking, and review of various engineering reports.

City of Baldwin Park

Client Contact:

*Gus Romo, Community Development Director.
14403 Pacific Avenue
Baldwin Park, CA 91706*

Phone: (626) 813-5253, Ext. 477

Email: gromo@baldwinpark.com

Infrastructure Engineers has been working with the City of Baldwin Park for more than 18 years. We have provided city engineering, inspection, plan check, design, and various staff augmentation services to the City. We provide subdivision map checking, improvement plan checking, building and structural plan checking, and review of various engineering reports. Projects reviewed have included many street improvement and rehabilitation projects

City of South El Monte

Client Contact:

*Jennifer Vasquez, Interim City Manager
1415 N. Santa Anita Avenue
South El Monte, CA, 91733*

Phone: (626) 579-6540 ext. 3215

Email: jvasquez@soelmonte.org

Infrastructure Engineers provided plan check, inspection, code enforcement and counter services to the City of South El Monte for more than 10 years. Infrastructure Engineers provided a broad range of plan review and civil engineering services to the City. We three staff assigned to work at the City as well as providing additional plan reviews in our office. We provided project engineering services for capital projects and SWPPP/NPDES/MS4 compliance and reviews. Projects

included many street improvement and rehabilitation projects, such as Durfee Avenue Project – Street and Median Improvement Project, Thienes Avenue Project – Street Improvement Project, Safe Route to School Project – Pedestrian Improvement Project.

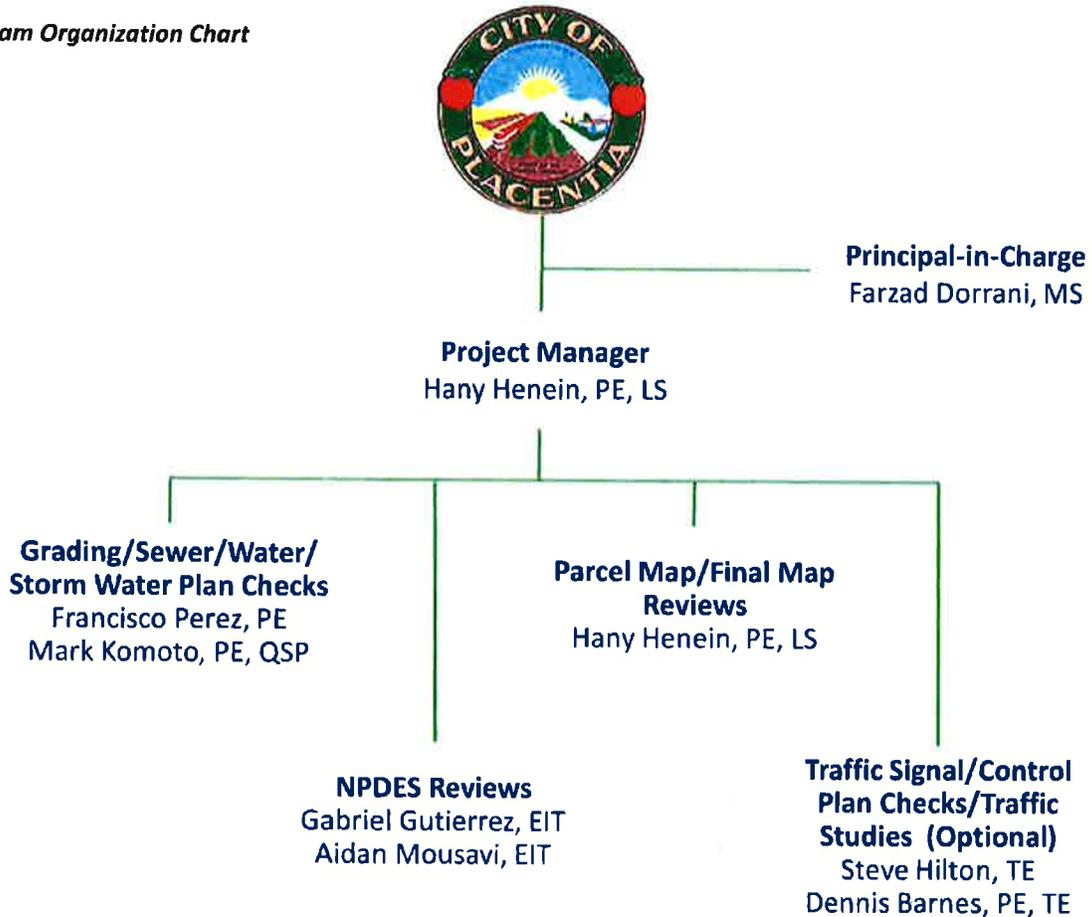


2. Background and Experience

The employees we have assigned to the City of Placentia have worked for various cities for most of their careers. We are eager to respond to the City needs, and we have the staff, qualifications and experience to support you. The proposed Infrastructure Engineers' team members exhibit the interpersonal skills, level of integrity, thoroughness, proactive approach and technical competence required by the City. Our staff has the proven ability to multi-task to meet your plan check needs. The team has diverse plan check experience in a variety of street improvement, water and sewer, storm drain, grading, traffic, NPDES and construction projects.

The organization chart below illustrates our team composition and the lines of communication for covering all types of plan checks the City may hand over for review.

Team Organization Chart





Qualifications and Experience of Staff

Hany Henein, PE, LS

Project Manager/Parcel Map, Final Maps Review

Education

BS, Civil Engineering

Registrations/Certifications

Registered Civil Engineer,
CA, No. 33090

Years of Experience: 42

Hany Henein has more than four decades of civil engineering design and land development experience that spans all areas of public works engineering. He designs, directs, and manages a wide variety of CIP projects - planning, directing, and managing all activities for a variety of CIP and maintenance projects, including the preparation of plans, specifications, designs, cost estimates, bid packages, and schedules.

He reviews and checks subdivision tract and parcel maps, lot line adjustments, map corrections, and easement deeds prior to their recordation. He has been responsible for checking engineering improvement plans, such as grading, street improvements, storm drain, water, sewer and reclaimed water, and their related bonds to insure proper inclusion and conformance to necessary public works and city standards.

He ensures the quality and cost effectiveness of the work of contracted engineering firms by developing and reviewing their contract documents, monitoring, reviewing, and approving all submittals, including construction plans, cost estimates, environmental documents, surveys, and technical specifications.

Hany performs analyses of land surveys, hydraulics and hydrology, and prepares cost estimates for land development projects, highways, and bridges. As an experienced land surveyor, he signs tract and parcel maps, legal descriptions, lot line adjustments, etc. Hany will meet with developers and help them through the process, discuss Public Works conditions of approval, initiate the conditions of approval for tracts, parcel maps, conditional-use permits, and Site plans.

Relevant Experience

Construction Manager, Suva Street Rehabilitation and Pedestrian Improvements, City of Bell Gardens. Hany was responsible for the oversight and construction of this federally funded project. The project consisted of .5 mile of commercial street rehabilitation and pedestrian improvements. The project included the installation of pedestrian improvements adjacent to Suva Elementary School and the surrounding area.

Construction Manager, Washington Boulevard Rehabilitation and Pedestrian Improvement, City of Montebello. Hany was responsible for the development and oversight of the project. The \$800,000 federally funded project included pavement rehabilitation, bridge modification, bike lanes, pedestrian improvements, entryway signage, ADA improvements, traffic calming and median island landscaping. The project was completed on time and under the contract amount.

Lead Design Engineer, Firestone Boulevard Improvements, City of South Gate. Firestone Blvd included more than 2.5 miles of street, pedestrian and bike improvements. The most significant challenges were to the pedestrian improvements - to provide ADA access and walkability in the community. Unique features included landscaping, rail crossings, traffic calming, bike lanes, and measures to include features for community identification.

Senior Engineer, Public Works Department, City of South Gate. Met with developers and guided them through the City's processes, discussed Public Works conditions of approval, initiated conditions of approval for tract, parcel maps, conditional use permits, and site plans. Calculated bonds, and plan check and inspection fees. Wrote the slate for the City's conditions of approval and introduced new forms for bonds and how they were to be calculated, based on unit prices fixed by the City. Provided technical support to inspectors during the design phase.



- ◆ Conducted analyses to determine and set policies and procedures in a variety of engineering fields. Set up budgets for several sections and determined staff needs through future project analysis. Assessed professional staff to ensure current practices and most recent codes were being used.
- ◆ Responsible for securing all federal and state grants possible, including ARRA, SR25, HPB, demolition, HSIP, and LA METRO, and the funds available through measures R, C, M, and CDBG. Guided the complete process from grant application through securing funds or E76 for either design or construction. Responsible for subsequent issue of RFPs for design, reviewing and interviewing successful consultants, wrote contracts and amendments, and monitored consultants through biweekly progress meetings and work schedule to ensure that designs adhered to scope of work and were completed on time and within budget.
- ◆ Performed as Resident Engineer or retained construction companies through the RFP process. Managed construction phase from preconstruction meeting through project completion. Provided Council agenda reports and attended the meetings when necessary. Managed all LAUSD projects (four new schools) in addition to the realignment of the 710 Freeway and the related projects with Caltrans and LA METRO.

Project Manager, Public Works Department, Contract Administration, City of Riverside. Responsibilities included documenting pre-construction conditions, identifying potential problems that may arise during the course of construction, and holding pre-construction meetings. Reviewed, approved, and monitored construction schedules, oversaw construction and provided technical support to inspectors, monitored project budgets, and coordinated with utility companies. Initiated, negotiated, and approved contract change orders, as necessary. Coordinated construction activities with other city departments, other agencies, and the community.

Senior Engineer, Public Works Department, Land Development, Capital Improvement, City of Corona. Provided guidance to private developers to meet city requirements with regard to conditions of approval and fees to insure a successful development and overall pleasant experience with the City. Reviewed and checked subdivision tract and parcel maps, lot line adjustments, map corrections and easement deeds prior to recording. Responsible for checking engineering improvement plans, such as grading, street improvements, storm drain, water, sewer and reclaimed water and their related bonds.

Provided technical support to the City's construction inspection team, redevelopment agency, and the CIP, as deemed necessary. Supervised the front counter where all the City's public property permits were issued. Responsible for collection of all City fees, issuance and release of the Public Works Department use and occupancy for private developers. Responsible for updating City fee structure and coordination with other city departments. Organized, planned, directed, reviewed, and assigned work load to front counter staff. Participated in preparation of the Land Development annual budget, rewrote the City's Conditions of Approval for tract and parcel maps for the Public Works Department and the Department of Water and Power, as well as the check list for map recording, and bond and fee letters. Trained and guided staff in the unit.

Senior Civil Engineer/Chief of Project Management and Development Support (PM&DS) Unit, County of Orange. During the 28 years with the County of Orange, Hany was responsible for a broad spectrum of engineering, design, and plan check reviews for CIP projects to be designed and drafted by consultant firms under contract with the County. He provided technical support for permit review requests for the Flood Control Programs Office and reviewed and checked subdivision tract and parcel maps, lot line adjustments and easement deeds prior to their recordation. He was responsible for checking all bonds for the tract and parcel maps and their related engineering plans and calculations for grading, street improvements, storm drains and other utilities to insure the proper inclusion of necessary public works in private development conforming to county standards. These plans also included all the water improvement plans and their bonds prior to any tract or parcel maps recordation.



Farzad Dorrani, MS

Principal-in-Charge

Education

MS, Civil Engineering
BS, Civil Engineering

Years of Experience: 30

Farzad Dorrani is the Chief Executive Officer of Infrastructure Engineers. As such, he has the authority to ensure all contracts are managed and completed to complete client satisfaction. Farzad has the authority to marshal resources to keep projects on schedule and within budgets. He has 30 years of experience in a variety of civil engineering projects. He has worked extensively on major infrastructure and public works improvement and rehabilitation projects throughout Southern

California for various agencies, such as the cities of La Puente, Montebello, Anaheim, Irwindale, and Malibu, as well as the Alameda Corridor-East Construction Authority. Farzad’s experience includes roadway design projects, parks, and downtown revitalization design projects, contract procurement, construction management, project management and administration.

Francisco Perez, PE

Grading/Sewer/Water/Storm Water Plan Checks

Education

BS, Civil Engineering

Registrations/Certifications

Registered Civil Engineer,
CA, No. 85392

Years of Experience: 19

Francisco Perez is a structural engineer with 19 years of experience in structural analysis and design. He provides code-compliant plan checks of various structures including wood, masonry, steel, and concrete, project shop drawing review and building construction coordination. He has been responsible for checking engineering improvement plans, such as grading, street improvements, storm drain, water, sewer and reclaimed water, and their related bonds to insure proper inclusion and conformance to necessary public works and city standards.

Francisco also provides efficient architectural coordination for engineering design and construction document revisions, project engineering and drafting coordination and management, and construction-phase coordination and management.

Relevant Experience

Francisco has been reviewing plans for the following cities via our city services contracts:

- ◆ City of Baldwin Park
- ◆ City of Montebello
- ◆ City of Bell Gardens
- ◆ City of South El Monte
- ◆ City of Lynwood
- ◆ City of Huntington Park

Notable projects that Francisco has designed include the following:

Holy Trinity Catholic Church, Ladera Ranch, CA. – 18,000 S.F. A-3 Occupancy, Type IIB construction. Steel Structural Analysis and Design of SMF and SCBF lateral force resisting systems in compliance with AISC 341-10 Seismic Provision. Responsible for design and construction phase project management.

Residential Treatment Facility, Victorville, CA. – 10,900 S.F. R-2 Occupancy, Type VA construction. Wood Frame Structural Analysis and Design of lateral force resisting systems in compliance with 2015 NDS. Responsible for design and construction phase project management.

Prologis Business Facility, Tracy, CA. – 1,012,000 S.F. B, S-1 Occupancy, Type IIIB construction Concrete Tilt-up Building. Structural Analysis and Design of concrete shear walls and BRBF lateral force resisting systems in compliance with AISC 341-10. Responsible for design and construction phase project management. Provided timely response to construction team RFI’s critical in the construction phase of the project.



Mark Komoto, PE, QSP

Grading/Sewer/Water/Storm Water Plan Checks

Education

BS, Civil Engineering

Registrations/Certifications

Registered Civil Engineer,
CA, No. 43403

Years of Experience: 34

Mark Komoto has 34 years of experience in the field of civil engineering and development projects. He has prepared encroachment permits for Caltrans, the Division of State Architect, several local agencies, and water and sewer districts. In addition, he has completed project reports, right-of-way and utility documents, hydrology and hydraulic reports, and numerous technical reports for various environmental documents.

Mark has served both public and private entities in roles as designer, inspector, project engineer, project manager, associate civil engineer, and senior civil engineer. His various roles have involved coordination with boards, councils, commissions, clients, committees, and agency staffs that involved infrastructure planning, pavement management studies, funding, design of capital improvements, and creation of special assessment districts. In these roles he has addressed development activities, computer modeling, project funding, establishment of rates/fees, subdivision mapping, agreements, and construction issues.

Relevant Experience

Project Manager, Master Plan of Arterial Highways, City of Anaheim. Responsible for completion of the City's annual PMS report. Based on this report, projects for grant funding could be obtained through OCTA, State funds, and Federal grants to rehabilitate and reconstruct the City's Arterial Highway system. Visual inspections of local streets, utilization of a Dynaflect, and/or Falling Weight Deflectometer machines for its arterial highways, were conducted annually. With over 30 years of experience in pavements, generally it has been noted that local streets fail due to age while arterial highways fail due to structural factors such as heavy traffic loads/volumes. Among arterial highways rehabilitated and reconstructed were Anaheim Boulevard, Lincoln Avenue, Katella Avenue, Santa Ana Canyon Road, Harbor Boulevard, Euclid Street, Brookhurst Street, Orangewood Avenue, La Palma Avenue, Disneyland Drive, West Street, Cerritos Avenue, and Ball Road.

Project Manager, City of Lancaster, Avenue I/SR-14 Interchange. Responsible for redesign of the southbound looped off-ramp/bridge and the widening of three ramps at the SR-14/Avenue I interchange. The project involved the completion of a Mitigated Negative Declaration (MND), a Project Report, redesigned water line, a Storm Water Data Report (SWDR), a hydrology and hydraulics report, Storm Water Pollution Prevention Plan (SWPPP), and plans, specifications and estimate (PS&E) documents. Responsible for coordination with Caltrans District 7 and the Office of Special Funded Projects/Headquarters (OSFP/HQ) group. The included construction of a drainage system that routes run-off easterly on Avenue I to the open channel (Amargosa Creek) on the east side and parallel to SR-14.

Civil Site Plans, & Specifications Lead, Orange County Transportation Authority (OCTA), Placentia Metrolink Station; Placentia, CA. Managed the civil work, drainage design, and civil specifications of this OCTA project that involved improvements to the 5.3-acre Placentia Metrolink Station bounded by Santa Fe Avenue (north), Melrose Street (west), and Crowther Avenue (south). This project constructed street, railroad improvements, rail platforms, and parking facilities. A revised drainage report, water quality management plan, drainage plan, and a conceptual SWPPP were prepared with the project's plans, specifications, and estimates. In addition, an encroachment Permit from the State Division of Architect was obtained for modifications to an existing pedestrian elevated crossing over railroad tracks.

Project Manager, City of Anaheim. Managed Capital Improvement Program projects involving reconstructed and rehabilitated arterial streets, drainage and sewers as Katella Avenue, Harbor Boulevard, Lincoln Avenue, Ball Road, and Santa Ana Canyon Road. All projects met design and construction budgets, schedules and qualified for grant funding.



Project Manager, City of Irvine, San Diego Creek Restoration. Managed the design of channel improvements to San Diego Creek from Sand Canyon Avenue to SR-133 Laguna Freeway. The channel needed to be restored to its as-built condition to transfer ownership and maintenance from the City of Irvine to the Orange County Flood Control District. Preliminary PS&E design documents for the channel restoration were prepared.

Project Manager, City of Thousand Oaks, Kelley Road Storm Drain Phase II Project. Responsible for the Kelley Road Master Plan Study and design of culverts crossing US Highway 101. The Kelley Road drainage basin had been subject to flooding at the downstream end at the Newberry Road/Kelley Road intersection. An updated hydrology report was prepared based upon Ventura County’s criteria (VCRAT 2.2). The culverts crossing US 101 were designed to handle a 25-year design storm.

Drainage Lead, City of Moreno Valley, SR-60/Nason Street Interchange. Managed the drainage tasks of this project. Prepared the SWDR, hydrology/hydraulics report, and PS&E documents for the project involving approvals by Caltrans District 8 for widening the on- and off-ramps to the SR-60/Nason Street interchange. This involved redesigning storm drains to connect into a proposed 90-inch reinforced concrete pipe. Obtained Caltrans 95% approval of the drainage report after one plan-check submittal.

Project Manager, City of Anaheim South Central Area, Drainage District 27, Northeast Industrial Area, Anaheim Plaza Area, and West Anaheim Area Master Plans of Drainage. Managed South Central Area, Drainage District 27, Northeast Industrial Area, Anaheim Plaza Area, and West Anaheim Area Master Plans of Drainage. The City (50 square miles, 330,000 people) had prepared master plans of drainage to determine existing and build-out condition storm drain deficiencies to program the deficiencies for inclusion into the City’s Capital Improvement Program to construct the needed storm drain pipes.

Gabriel Gutierrez, EIT NPDES Reviews

Education

MS, Environmental Studies
BS, Civil Engineering

Registrations/Certifications

Engineer-in-Training, CA,
No. 160972
Water Distribution
Operator Grade D2, CA, No.
47953

Years of Experience: 346

Gabriel Gutierrez’s six years of experience spans a broad range of civil and municipal engineering, including two years with the City of Calexico as an Engineering Technician. During his tenure with the City, Gabriel provided design of street improvement projects, writing and winning a grant for a pedestrian safety assessment, writing the conditions for the City’s MS4 compliance with the National Pollutant Discharge Elimination System, including a minor storm water management plan, several public outreach documents, storm water intake form for developers, and best management practices.

Relevant Experience

Project Manager, NPDES Watershed Management Plan and Integrated Monitoring Program Coordination, City of Bell Gardens. Worked with a variety of agencies to customize the City of Montebello’s storm water programs by using Best Management Practices (BMPs) to achieve compliance. Assisted with training and presentation of the requirements of the MS4 Permit to all maintenance staff and inspectors, coordinated with the Los Angeles County Flood Control District and seven other cities in Los Angeles County and worked on developing the strategy, design, and implementation of a Watershed Management Program and a Coordinated Integrated Monitoring Program. Attended all regular watershed meetings, representing the City of Bell Gardens, as requested by the City. Provided commercial and industrial permit inspections for all eligible businesses in the City of Bell Gardens; provided businesses with educational material and advised them on how to comply with the MS4 permit. Conducted audits and provided the reports, as required by the permit.

Project Manager, NPDES Watershed Management Plan and Integrated Monitoring Program Coordination, City of Montebello. Representing the City of Montebello during all of their negotiations and participation in subregional watershed management programs. Worked with a variety of agencies to customize the City’s storm



water programs by using BMPs to achieve compliance. Coordinated with the Los Angeles County Flood Control District and 14 other cities in Los Angeles and worked on developing the strategy, design, and implementation of a Watershed Management Program and a Coordinated Integrated Monitoring Program. Attend all watershed meetings and provide the reports to the City Engineer. Conduct commercial and industrial inspections for all businesses in the City of Montebello and provide all documentation, as required by the permit. With the collaboration of engineering, code enforcement, building, street maintenance, planning, and relevant contracted services, developed the annual report for the City, identifying methods used to meet compliance as well as providing calculations for scientific justification.

Project Manager, NPDES Program - Catch Basin Inventory and Inspection, City of Bell Gardens. Designed the form for the catch basin inspections and trained the inspector on how to perform the inspections.

Project Manager, Urban Storm Water Program – Commercial and Industrial IC/ID 2nd Inspection, City of Bell Gardens. Updated the inspection form and trained the team of inspectors in the field. Updated the City on a monthly basis and wrote the draft and final reports.

Project Manager, Asmus Park Catch Basin Evaluation and Feasibility Study, City of Bell Gardens. Responsible for researching and evaluating the situation at the storm drain inlet at the southeast corner of Asmus Park, as requested by the City. Drafted a report of the current situation as well as presenting the alternatives to address the noted issues. Point of contact for a percolation test performed to discover the feasibility for an infiltration project.

Project Manager, Urban Storm Water Program-Commercial & Industrial IC/ID 2nd Inspection, City of Montebello. Updated the inspection form and trained the team of inspectors in the field. Provided monthly project updates to the City as well as a draft and final report.

Project Manager, Urban Storm Water Program - Catch Basin Inventory and Inspection, City of Montebello. Designed the form for inspection of the catch basins and trained the inspector on how to perform the inspections.

Project Manager, NPDES Services, City of Montebello. Responsible for overseeing the MS4 permit for the City and ensuring compliance. Attends various meetings every month on behalf of the City. Planned different strategies for compliance for the different requirements from the Water Board and helped the City to prioritize storm water projects based on the needs of the permit.

SWPPP Task Lead, San Gabriel River Bikeway Project - Design Phase, City of Baldwin Park. Preparer of the SWPPP document and the Erosion Control Plan. This facility is a 28-mile bike path along the San Gabriel River that runs through several cities, including Baldwin Park.

Writer, MS4 Permit, City of Calexico. As part of the NPDES the City is required to obtain a MS4 permit. Wrote several of the conditions for this permit, including minor storm water management plan, several public outreach documents, storm water intake form for developers, BMP standards for the City, and other related material. Also, designed and processed a public survey for the City residents about this program.



Aidan Mousavi, EIT

NPDES Reviews

Education

BS, Civil Engineering
MBA, General

Registrations/Certifications

Engineer-in-Training, CA,
No. 153480

Years of Experience: 6

Aidan Mousavi's professional focus is primarily in the field of environmental infrastructure, where he works closely with cities to ensure compliance with NPDES. He has developed strategies for the efficient use of BMPs, thus gaining a set of skills that not only assists municipalities with compliance but helps keep them under budget as well. Aidan is familiar with municipal protocols and works within these structures to conduct field inspections and develop annual compliance reports.

Aidan works with a variety of agencies to customize storm water programs by using BMPs to achieve compliance. He has coordinated with the Los Angeles County Flood Control District and other cities within watershed program groups and worked on developing the strategy, design, and implementation of Watershed Management Programs and coordinated integrated monitoring programs.

Relevant Experience

Contract Engineering Assistant, City of South El Monte. Assisted with NPDES compliance requirements by providing annual training to field staff and by preparing the City for audits from the county or state Water Boards. Managed the City's goal in attaining Climate Registered status.

Project Manager, NPDES Watershed Management Plan and Integrated Monitoring Program Coordination, City of Bell Gardens. Worked with a variety of agencies to customize the City of Bell Gardens' storm water programs by using BMPs to achieve compliance. Assisted with training and presentation of the requirements of the MS4 Permit to all maintenance staff and inspectors. Coordinated with the Los Angeles County Flood Control District and seven other cities in Los Angeles County and worked on developing the strategy, design, and implementation of a Watershed Management Program and a Coordinated Integrated Monitoring Program. Attended all regular watershed meetings, representing the City of Bell Gardens, as requested by the City. Provided commercial and industrial permit inspections for all eligible businesses in the City of Bell Gardens. Provided the businesses with educational material and advised them on how to comply with the MS4 permit. Conducted audits and provided the reports, as required by the permit.

Project Manager, NPDES Watershed Management Plan and Integrated Monitoring Program Coordination, City of Montebello. Represented the City of Montebello during all of their negotiations and participation in subregional watershed management programs. Worked with a variety of agencies to customize the City's storm water programs by using BMPs to achieve compliance. Coordinated with the Los Angeles County Flood Control District and 14 other cities in Los Angeles and worked on developing the strategy, design, and implementation of a Watershed Management Program and a Coordinated Integrated Monitoring Program. As the City's representative, attended all watershed meetings and provided the reports to the City Engineer. Conducted commercial and industrial inspections for all businesses in the City of Montebello and provided all documentation, as required by the permit. With the collaboration of engineering, code enforcement, building, street maintenance, planning, and relevant contracted services, developed the annual report for the City, identifying methods used to meet compliance as well as providing calculations for scientific justification.

Inspector, NPDES Storm Water Program Inspection, City of Baldwin Park. As required under the state's Regional Water Quality Control Board regulations and city ordinances permitting inspection programs, the City of Baldwin Park has enlisted Infrastructure Engineers to conduct a routine visual inspection for point-source pollution control. The goal of this inspection is to prevent the discharge of pollutants associated with business



activities from entering the City’s storm drain system. Conducted all necessary inspections for the City of Baldwin Park and provided the appropriate reports.

Inspector/Program Manager, Urban Storm Water Program-Commercial & Industrial IC/ID 2nd Inspection, City of Montebello. Coordinated with the City for listing of all businesses within City’s jurisdiction and designated which businesses required NPDES inspections. Met with managers of each business to provide recommendations on how to minimize pollution and to inform them of recently updated City codes and ordinances. Provided inspection reports to the City and coordinated with code enforcement by drafting letters of violations for businesses refusing to comply. Uploaded business information, reports and pictures into a program called MS4Front for electronic record keeping and GIS toggling.

Inspector, Urban Storm Water Program – Commercial & Industrial IC-ID Inspection, City of Bell Gardens. Coordinated with City for the listing of all businesses within City’s jurisdiction and designated which businesses required NPDES inspections. Met with managers of each business to provide recommendations on how to minimize pollution and to inform them of recently updated City codes and ordinances. Provided inspection reports to the City and coordinated with code enforcement by drafting letters of violations for businesses refusing to comply. Uploaded business information, reports and pictures into MS4Front for electronic record keeping and GIS toggling.

Steve Hilton, TE

Traffic Studies/Traffic Control Plan Checks (Optional)

Education

BS, Civil Engineering

Registrations/Certifications

Registered Traffic Engineer,
CA, No. 2422

Years of Experience: 35

Steve Hilton has more than 35 years of experience in traffic engineering and transportation planning. He has provided city traffic engineering support services to the cities of Pico Rivera, Montebello, Monrovia, Bell Gardens, La Puente, Simi Valley, Solano Beach and Santee. Steve also served as the City Traffic Engineer for the City of Monterey Park for 13 years. His experience includes preparation of traffic engineering grants, studies, investigation and response to citizen inquiries and complaints; reviewing traffic accident data; plan, design, recommendations and

supervise traffic improvement projects. Steve also reviews development projects; prepares conditions of approval, coordinates with consulting firms, as well as county, state and federal agencies; makes presentations to City Councils, Planning Commissions, Traffic Commissions, Public Works Commissions, community groups, city departments, consultants, lawyers and courts. In addition, he is recognized as a traffic accident reconstruction expert and expert witness.

Dennis Barnes, PE, TE

Signals/Traffic Studies/Control Plan Checks (Optional)

Education

MS, Civil Engineering

BS, Civil Engineering

Registrations/Certifications

Registered Civil Engineer,
CA, No. 41454

Registered Traffic Engineer,
CA, No. 1171

Years of Experience: 39

Dennis Barnes is a traffic and transportation engineering project manager with 39 years of experience. He has designed more than 130 traffic signals throughout California as well as managed the preparation of plans, specifications and estimates (PS&E) for precise roadway alignments and prepared intersection designs and drainage studies for the six-mile Eastern Transportation Corridor, which runs through Tustin, California. Dennis served as the City Traffic Engineer for the cities of Norwalk, Mission Viejo, Tustin, Hawaiian Gardens, and Yorba Linda and as the Traffic and Transportation Manager/City Traffic Engineer for Buena Park. He has managed and prepared traffic studies and design plans for various traffic and transportation engineering projects throughout Orange, Riverside, San Bernardino, San Diego, and

Los Angeles Counties including numerous traffic impact studies for special land development and environmental



impact report (EIR) projects, traffic signal designs and traffic signal coordination projects for Orange County Transportation Authority (OCTA).

Relevant Experience

City Traffic Engineer, Traffic and Transportation Manager, City of Buena Park. Served as the Traffic and Transportation Manager/City Traffic Engineer for the City of Buena Park. Managed the daily activities of the Traffic Engineering Division within the Public Works Department. In this capacity, was directly responsible for developing and managing the annual traffic division budget, securing federal funding from Caltrans for City projects, supervising the design and construction upgrade of the new traffic management center, managing and operating the City's traffic signal system using TACTICS system software, and managing five ITS OCTA-funded Traffic Signal Synchronization Program (TSSP) projects for major arterials in the City. In addition, responsible for reviewing traffic signal operations and new system design projects, preparing PS&E for new traffic signals and striping plans, developing new signal timing using SYNCHRO 8, reviewing traffic impact studies and scopes of work prepared by consultants, and plan checking traffic control plans for City permits.

Project Manager, Beach Boulevard and Orangethorpe Avenue Intersection Improvements, City of Buena Park. Managed the initial development phases of this major land development project in the City. As part of the development phase process, managed and reviewed the drainage submittals to confirm acceptable operation to the existing infrastructure system. Reviewed and checked drainage calculations to ensure compliance with the Orange County Hydrology Manual and the Rational Method. The results of the Rational Method were used to perform a hydraulic analysis of the storm drain facilities on Beach Boulevard and the Fullerton Creek Channel with the proposed project development. Best management practices (BMPs) requirements and mitigation measures were reviewed and documented.

Project Manager, Citywide ITS Capital Improvement, City of Buena Park. Managed this project that consisted of work to implement a new citywide coordinated traffic signal timing program on five major arterial streets: Beach Boulevard, Knott Avenue, Valley View Street, Orangethorpe Avenue, and La Palma Avenue. In addition, the work included the construction of a new Traffic Management Center (TMC) using the latest state-of-the-art technology and the Siemens TACTICS software to manage the City's traffic signals. The project also included a number of hardware improvements, including new signal controllers, new wireless communications equipment, and new fiber optic cable and communication equipment along Beach Boulevard. Managed the consultant team for this project that required extensive testing, repairs and system integration to existing copper communications equipment and the construction of a new traffic management center.

Senior Traffic & Transportation Engineer/Project Manager/City Traffic Engineer, City of Norwalk. Served as a Senior Traffic and Transportation Engineer/Project Manager and as the City Traffic Engineer, providing expertise on a wide range of civil engineering services as part of a municipal engineering services contract with the City of Norwalk. This work included project and construction management, road and bridge design, highway and traffic engineering, transportation planning and modeling using TRAFFIX and QRS modelling software, traffic signal operations, traffic signal and system design, grant applications, freeway corridor design and analysis, and traffic impact and EIR studies.



3. Approach

At Infrastructure Engineers, we understand that successful implementation of construction projects demands exacting attention to plan details, both in terms of quality assurance/quality control (QA/QC), constructability review, and plan checking. Every component of the project must be taken into consideration. We believe that, while the fundamental framework for successful delivery of a project remains the same, each client has unique specifications and concerns. It is our job to ensure those components fit together and be satisfactorily addressed to provide a successful project.

Infrastructure Engineers staff will act as an extension of City staff in the area of plan checking. This includes implementing the City's comprehensive plan check program to ensure development standards and infrastructure requirements are met. To accomplish this, our plan checkers will focus on the City's requirements, master plan elements, codes, ordinances, and applicable standards, in conjunction with Infrastructure Engineers' considerable experience and knowledge of plan-check processes.

Our plan checkers are responsible for ensuring that engineering designers effectively produce project drawings in a manner that meets your expectations. To accomplish this, our team evaluates every minute detail to ensure the parts comprise a workable whole that follows project objectives, best practices, ordinances, and regulations and guidelines.

Our plan checkers will review development plans, maps and studies to ensure conformance with the following documents:

- ◆ Adopted Conditions of Approval
- ◆ Approved site plans or tentative maps
- ◆ Planning Department comments or Planning Commission minutes, as relevant
- ◆ City of Placentia General Plan, Specific Corridor Plan, and Active Transportation Plan
- ◆ Applicable City of Placentia Specific Plans
- ◆ Title report, current tax bill or other property ownership verification
- ◆ Professional studies (geotechnical, hydrology, sewer, traffic, etc.)
- ◆ Verification of submittal of a General Construction Activity Storm Water Permit, if required
- ◆ Grants or vacations of rights-of-way, as relevant
- ◆ Traverse, lot and tract boundary closures for final or parcel maps
- ◆ Reference maps, assessor maps, and other information related to final or parcel maps

Approach and Methodology

We have developed a brief description of services to be performed to show our standardization and thoroughness.

1. Prepare and monitor the implementation of project conditions of approval and attend meetings, as necessary.
2. Conduct a field review to record existing conditions and ensure that improvements fit within and address any constraints of the actual setting.
3. Plan check review and recommend approval of street improvement plans.
4. Plan check and recommend approval of easement documents, lot line adjustments, dedications, vacations, parcel, and tract maps, as relevant.
5. Maintain an established plan check procedure and review time-period.
6. Ensure that agreements and conditions for projects are thoroughly implemented.



Training of Team Members

All team members will be trained to fully understand the scope of services, expectations of City staff, turnaround time standards, applicable standards, and approval process by involved agencies. This will ensure a more refined check and implementation of professional services process.

Reporting Mechanism

In addition to continuous communication with City staff, we will provide written monthly reports, including plan check logs. Infrastructure Engineers' chain-of-custody document tracking system provides for an up-to-date and real-time reporting on current status of projects.

Coordination

We understand the importance of efficient and timely progress of all plan check processes; therefore, our checkers and managers advocate a proactive approach and teamwork among all stakeholders, including City staff, private engineers, developer representatives, residents, various county offices, utility companies and other involved entities.

To ensure successful and reliable services, Infrastructure Engineers will attend meetings with City staff, as requested. Infrastructure Engineers will maintain complete, accurate, and updated project files. All plan check files will be turned over to the City after completion of the plan-check process.

Development Review Services

We will work with City staff to fully vet projects and address any concerns the City might have. Our goal will be to address all necessary project issues, provide preliminary analysis of potential project impacts, converting these issues into conditions of approval, or mitigation measures for the project's environmental clearance and Planning Department approval.

Upon issuance of notification by the City, we will provide adequate staffing to review proposed projects. Depending on the size and capacity of the project we will engage various professionals to be on the plan checking team, i.e., civil engineer, professional land surveyor, NPDES professional, traffic engineer, and others, as needed.

Infrastructure Engineers' team will review proposed site plans, traffic impact reports (as needed), investigate and analyze utilities impacts, as well as land use impacts. We will check offsite improvement needs and, if necessary, we can review development impact fees and provide recommendations to the City. We have extensive experience in review of Disposition and Development Agreements and other development documents prior to the developer submitting actual plans for plan check.

General Civil Engineering Support

We will meet with City staff to discuss the parameters, approach, methodology, and establish the guidelines Infrastructure Engineers will follow for plan check services. We can provide turnkey services to the City of Placentia. We will develop and present our procedural check list for review and approval by the City. When notified by the City of a plan submittal, we will schedule a pick-up of the plans for delivery to our office, and then check for completeness of the plan submittal, log the plan set, and distribute for plan check. First plan check will be completed within 10 days or sooner and will be returned to the City. The returned plans will contain red-line corrections and a complete and thorough itemized written list of plan-check comments. All projects will be referenced by project number and address. When the plans are returned and resubmitted for review, the second plan check will be completed within 5 days or sooner and will be returned to the City. If all corrections are made, a positive statement will be provided that states the plans are ready for permits to be issued. If a third plan check is required, we will advise the City and, if appropriate, will schedule a meeting



between the design engineers, project owners, City staff, and plan checker to resolve the issues. All projects will be documented and logged for tracking purposes. Upon completion and issuance of permits, the complete project file will be returned to the City for record retention.

Onsite and Offsite Plan Checking

Infrastructure Engineers will provide our plan check guidelines checklist for the City's review and comments. This checklist has been developed and refined over the 20 years we have been providing plan check services to cities. We have also developed step-by-step plan check criteria to ensure every design drawing is reviewed with a consistent checking process. Upon receiving comments, we will incorporate comments into the check sheet to develop a final Improvement Plan Check Sheet that meets the City's approval and ensures that minimum standards are met. Current General Notes will be included on the first sheet of each plan set. Each project application will be thoroughly reviewed, and the required engineering conditions of approval will be prepared to comply with generally sound engineering and construction practices and applicable City, county, state, and federal standards, building codes, municipal codes and ordinances, and grading and drainage requirements.

Checklist for Subdivision Map Act - Plan Checking

This is a basic checklist that our plan checkers follow. Naturally, it can be modified to suit City needs.

1. Street lines are shown by solid lines, except where breaks are permitted
2. Streets extend beyond map limits and widths are shown
3. Correct widths are shown on each side of centerline before dedication
4. Total width after dedication is shown splitting the centerline
5. Street name limits are designated by small arrows and dashed lines where street name on frontage of lot is unclear, or widening of existing street intersects new street
6. Alleys are named once in each block
7. Widths of new streets, alleys, and walks are shown twice in each block, including the width on each side of centerline
8. All dimensions are given for streets being dedicated
9. No street names shall be shown in a common intersection
10. New street names being assigned are placed within strip of land being dedicated, if possible
11. Street name is arrowed in if strip of land is too narrow
12. Future street or alley shall be shown as 1-foot strips of land and labeled, such as "1' x 30' Future Street, part of Parcel A" when only half street in length
13. When future street or alley is too long to attach to a parcel, "Parcel E" designation is used
14. When future street or future alley is more than 1-foot-wide, delete the access restriction clause in the dedication statement in owner's certificate
15. Inside line of a future street is shown as dashed, when it is abutting a parcel line, and the access restriction clause is deleted
16. Future streets shown in solid lines when used as 1-foot-wide access restriction
17. Future street being offered as offsite easement shown in dashed lines with accompanying boundary dots. Include description in subtitle
18. Future street and future overlays are fully dimensioned



Math

1. Math is complete so that traverses are available for boundary of map, all centerlines, sideline to centerline calculations, all dedication, and each parcel
2. All arc lengths check with radius and delta
3. All semi-tangents check with other curve data
4. Summation of parts equals total length shown on map
5. Exterior boundary closes within .02' N and E
6. All parcels close within .01' N and E
7. All centerline traverses close within .02' N and E
8. All areas outside of map close in traverse

Title

1. Parcel Map No. is shown at top of each sheet
2. Sheet number of sheets shown in upper right corner of each sheet
3. Block No. or Sheet No. mentioned in subtitle, as required
4. Portions of lots shall be mentioned after whole lots
5. Spelling of tracts is shown exactly as recorded, including punctuations and abbreviations
6. Description mentions lot, block, tract number in that order
7. No abbreviations in subtitle except to agree with record
8. Place of record, such as "Maps, records of Orange County" is shown
9. Map reference uses the word "filed", rather than "recorded", when the map book number of a tract is greater than 760, and at all times when referring to a parcel map. All parcel maps are filed

Title Guarantee

1. Preliminary subdivision report in file
2. Spelling of all interests on map agrees with spelling in Preliminary Subdivision Report
3. Reason for omitted signatures is given in report
4. If reason is not stated, a copy of the deed shall be furnished by title company
5. Deed numbers shown on title sheet compare in all respects with Preliminary Subdivision Report

Seals

1. All seals placed inside of border line
2. Legible notarial seal given with each acknowledgement
3. Notary's name, state and county in the acknowledgement agrees with seal
4. Notary seal has not expired prior to date of notarization shown on map
5. Corporate seal is legible and agrees with corporation name

General Quality of Development Plans

The following are the basic items our plan checkers will note to begin each review.

1. Improvement plans should be on City title block sheets showing north arrow, names for streets and intersecting streets, existing field survey topographical and control data, and existing as-built reference drawing data.



2. Plans should be in compliance with the City's policy, subdivision agreements, conditions, City's standard plans and specifications, engineering standards, APWA Standard Plans and Specifications, City master plans, City ordinances, development codes, and local laws.
3. Construction traffic control plans should be provided. Developers will install street name signs and traffic signs and signals.
4. Plan checkers will note widening and improvement of existing streets, right-of-way, circulation, and capacity review.
5. Traffic engineering plans and street lighting plans should comply with City and state standards and should be approved by the City Traffic Engineer. Detour plans, as required by the City, should be submitted for City approval.

Grading Plans

All plans will conform to the City's Municipal Code and grading policies.

1. The site address (obtain from the building department)
2. Name, address and telephone number of the engineer and developer
3. City bench mark on each sheet. Elevations will be based on field survey or aerial topo, and North American Vertical Datum (NAVD 1988). No assumed elevations, partial elevations, or equations will be accepted. The county bench mark is only accepted when City bench mark has not been established.
4. Quantity of cut and fill, maximum depth of cut and fill and area of disturbed soil
5. Civil engineer's certification on title sheet. Engineer will stamp and sign each sheet
6. City signature block
7. Vicinity map and/or location map adequately indication the site location
8. General Notes

Americans with Disabilities Act Compliance

Our plan check team members have complete knowledge of the Americans with Disabilities Act (ADA) requirements and are familiar with construction details as related to improvements in the public right-of-way, including curb ramps, to fit the needed improvement within the existing constraints of each location to the best possible extent. In cases when this cannot be achieved, and design recommendations are needed, we devise solutions with minimum impacts to the surrounding existing improvements.

The Infrastructure Engineers plan checking team will ascertain that all rehabilitation recommendations will comply with ADA regulations and guidelines. As a minimum, curb ramps, sidewalks, and walkways will be comprehensively reviewed to provide full compliance with the latest federal and state ADA guidelines.

Subdivision Improvements

Subdivision improvements are public improvements to be built as dictated and required by the development's conditions of approval. Improvements will include street improvements, drainage improvements, landscape improvements, etc. As part of the overall process, we will determine if the required improvements are based on the conditions of approval and we will check and process them based on the established City timelines, design manual, and any other established codes that have been adopted by the City, such as the General Plan, Zoning Code, Specific Plans, Planned Community Programs and attendant Area Plans and City-approved Alternative Development Standards, previous entitlements, and City development agreements and guidelines.



Hydrology, Hydraulics and Sedimentation Studies

If project hydraulic and hydrology reports show a surface runoff during construction or after construction, the surface may require the developer to provide the following:

1. Provide erosion and sediment control plan (prepared on City title block sheets and signed by registered civil engineer with submittal date) is required for any grading and will be updated each year, prior to October 15, to reflect the conditions of the site during rainy season.
2. The erosion and sediment control plan is a part of the grading plan and will be reviewed and approved with the grading plan. Minimum requirements of the plan are outlined in the City and County Hydrology Manual, local drainage manual, design manual, and any other relevant codes or manual pertaining to the development.
3. Plans will include stormwater pollution prevention requirements with referenced best management practice (BMP) plans from the BMP Handbook, California Storm Water Quality Task Force, and the dewatering operation plan, as required.
4. Plans will include NPDES and WQMP plans for compliance.

Flood Plain Studies

If a development proposes planned grading into an existing flood plain, as determined by FEMA, the applicant will need to prepare a study to comply with FEMA requirements, establishing a new or modified flood plain and new water surface elevation. Modifications of the flood plain boundary may result in the applicant providing a Conditional Letter of Map Revision or Letter of Map Revision, CLOMAR or LOMAR, respectively.

Survey, Mapping and Right-of-Way

Our approach involves the following process:

1. Existing record review
2. Title review and title guarantee
3. Engineering surveying
4. Existing utility easement research and coordination
5. Field review and investigation
6. Right-of-way verification
7. Tentative and final maps
8. Proposed easements
9. Lot line adjustments

How We Ensure Projects Are Free of Errors

QA/QC is a top priority for Infrastructure Engineers. Producing engineering and construction documents of the highest caliber is what keeps us in business. Our QA/QC practice involves a comprehensive process to ensure delivery of quality products and services to meet your stringent criteria and are free of errors.

Infrastructure Engineers appoints an experienced and qualified QA/QC reviewer to provide leadership and guidance in producing complete and comprehensive documents to meet all industry standards, as well as the City's expectations. The QA/QC process includes the following actions:

- ◆ Assignment of skilled professionals instituting a comprehensive and interactive orientation of the project goals and the means of achieving these goals



- ◆ Daily contact by the Project Manager with each on-going activity to provide support and guidance, to maintain focus and momentum, and to monitor the quality of work
- ◆ Maintaining regularly scheduled project staff meetings for reviewing work status, reviewing technical elements of the project, coordinating and interconnecting activities, reviewing budget parameters, and discussing upcoming activities and responsibilities
- ◆ Internal (peer review) audits of design for quality, accuracy, and completeness
- ◆ Strictly and rigorously following Infrastructure Engineers-developed QA/QC standards and guidelines
- ◆ Review by the Project Manager prior to any submittal to assure services meet all standards and codes, project goals and objectives, and contract requirements
- ◆ Design QA/QC are carried out by our highly experienced and licensed professional civil engineers
- ◆ Constructability reviews during the design phase are carried out by our experienced construction managers and inspectors

Keeping Projects on Schedule

It has been a very rare occurrence if Infrastructure Engineers has ever caused a project delay. However, to ensure keeping any project on track, our Principal-in-Charge will authorize the use of any and all resources to correct any such delay, at no cost to the City of Placentia.



4. Response Time and Schedule

EXHIBIT "B"

ON-CALL PLAN CHECK SERVICES FOR PRIVATE DEVELOPMENT

Contract will be on an as-needed basis. Maximum contract amount will be \$75,000.00 unless a greater amount is authorized by the City and approved by the City Council. Consultant must be able to begin work upon approval and award of contract by the City Council. In general, the time for completion of each plan check may vary, however a maximum turnaround time of 10 working days (2 weeks) will be expected. Some plan checks may require a faster response time as identified by the City Engineer.

SCOPE OF ON-CALL PLAN CHECK SERVICES - The cost for each item listed below shall include burdened rates for all of the staff time, quality check, delivery and processing. The review cost shall include up to 3 submittals for each project being submitted.

PLANCHECK TYPE	REVIEW COST 1ST SHEET	REVIEW COST ADD. SHEETS
Entitlement, Tentative Tract/Parcel Map Review for conformance with State's Subdivision Map Act	N/A	N/A
Final Tract / parcel map review	\$600	\$600
Lot line adjustment and merger	\$600	\$600
Grading Plan (Precise)	\$600	\$600
Grading Plan (Rough)	\$600	\$600
Street Improvement Plan	\$600	\$600
Erosion Control Plan	\$600	\$600
Storm Drain Plan	\$600	\$600
Sanitary Sewer Plan	\$600	\$600

REPORT TYPE	COST PER REVIEW
Water Quality Management Plan.	\$2,500
Sewer Capacity Study Report.	\$750
Hydrology/Drainage Reports	\$750



5. Fee Schedule

City of Placentia
On-call Plan Check Services for Private Development
April 25, 2018



2017 HOURLY RATE SCHEDULE

Principal in Charge	\$205	Municipal Engineering Support	
Civil Engineering		Interim City Manager	\$194
Project Manager	\$168	Assistant/Deputy City Manager	\$173
Senior Engineer	\$147	City Engineer	\$157
Senior Plan Check Engineer	\$157	City Traffic Engineer	\$147
Plan Check Engineer	\$147	Deputy City Engineer	\$147
Engineering Associate	\$125	Deputy City Traffic Engineer	\$142
Engineering Assistant	\$105	Plan Check Engineer	\$157
GIS Analyst	\$136	Plan Checker	\$136
CAD Manager	\$136	CIP Manager	\$168
CAD Operator	\$100	Engineering Technician	\$89
Traffic Engineering		Building & Safety	
Principal Engineer	\$168	Building Official	\$157
Senior Traffic Engineer	\$142	Code Enforcement Manager	\$155
Traffic Engineer	\$136	Plan Check Engineer	\$147
Plan Checker	\$136	Plan Examiner	\$136
Engineering Associate	\$125	Code Enforcement Officer	\$115
Engineering Assistant	\$105	Senior Building Inspector	\$115
Engineering Technician	\$89	Building Inspector	\$98
Surveying		Counter Technician	\$89
Project Manager	\$168	Water/Wastewater/NPDES	
Survey Analyst	\$136	Water Engineer	\$158
Plan Checker (Subdivision & Survey Document)	\$147	Program Manager (NPDES)	\$175
Construction Management		Senior Water Engineer	\$168
Construction Manager	\$157	Engineering Associate	\$125
Resident Engineer	\$157	Engineering Assistant	\$105
Scheduler/Controller	\$136	Inspector (NPDES)	\$98
Senior P.W. Observer	\$100	Architectural Services	
Public Works Observer	\$89	Principal Architect	\$180
Technician	\$85	Development Manager	\$180
Utilities Coordinator	\$115	Senior Architect	\$168
Program Management		Architect	\$157
Project Director	\$175	Technician	\$145
Sr. Program Coordinator	\$125	Administrative & Clerical Services	
Program Assistant	\$105	Organizer/Supervisor	\$100
Labor Compliance Coordinator	\$95	Administrative Assistant	\$85
Fund Administrator	\$125	Clerk Typist	\$74
Community Development & Planning		Other Charges	
Director	\$180	Delivery	\$100
Development Services Manager	\$175	Mileage (Current federal guideline rate @ time of billing)/Mile	
Planning Manager	\$155	Travel	Cost + 15%
Principal Planner	\$150	Reimbursements	Cost + 15%
Project Manager	\$160		
Senior Planner	\$137		
Associate Planner	\$125		
Planning Technician	\$80		

Additional billing classifications may be added to the above list throughout the year as new positions are created. The above schedule is for straight time. Overtime will be charged at 1.5 times. Sundays and Holidays are charged at 2.0 times the standard time.

EXHIBIT B
CERTIFICATES OF INSURANCE AND ENDORSEMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/18/2018

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

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

PRODUCER Dealey, Renton & Associates 790 E. Colorado Blvd, #460 Pasadena, CA 91101 Lic #0020739	CONTACT NAME: Marie Swaney PHONE (A/C, No, Ext): 626-844-3070 E-MAIL ADDRESS: mswaney@dealeyrenton.com		FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		
INSURED AAEINCORP Advanced Applied Engineering, Inc. dba: Infrastructure Engineers 3060 Saturn St., Suite 250 Brea, CA 92821 (714) 940-0100	INSURER A: Travelers Property Casualty Co of Ameri		NAIC # 25674
	INSURER B: American Automobile Ins. Co.		21849
	INSURER C: Travelers Indemnity Co. of Connecticut		25682
	INSURER D: Travelers Casualty & Surety Co. America		31194
	INSURER E: INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 709731734

REVISION NUMBER:

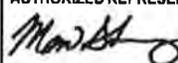
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	6803J438706	7/25/2017	7/25/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
C	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NOOwned Auto <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	BA4588L98A	7/25/2017	7/25/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	CUP6793Y117	7/25/2017	7/25/2018	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WZP81040730	8/1/2017	8/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			105664647	7/25/2017	7/25/2018	\$1,000,000 \$2,000,000 per claim Annual Aggregate

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

Insured owns no company vehicles; therefore, hired/non-owned Auto Liability is the maximum coverage that applies. Umbrella Liability policy is follow-form to underlying Policies: GL/Auto Liability/Employers Liability.
 Re: All operations of the named insured - The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are named as an additional insured as respects general liability as required per written contract or agreement. General Liability is Primary/Non-Contributory per policy form wording. Insurance coverage includes waiver of subrogation per the attached endorsement(s).

CERTIFICATE HOLDER**CANCELLATION 30 Day Notice**

City of Placentia 401 E. Chapman Placentia CA 92870	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM**

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE in the BUSINESS AUTO COVERAGE FORM and Paragraph e. in A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE in the MOTOR CARRIER COVERAGE FORM, whichever Coverage Form is part of your policy:

This includes any person or organization who you are required under a written contract or agreement

between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

**Workers' Compensation and Employers' Liability Insurance Policy
Waiver of Our Right to Recover From Others Endorsement - California
WC 04 03 06**

If the following information is not complete, refer to the appropriate Schedule attached to the policy.

Insured Advanced Applied Engineering, Inc. dba: Policy Number WZP81040730
 Infrastructure Engineers
Producer Dealey Renton & Associates Effective Date 8/01/2017

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.

Additional Premium %

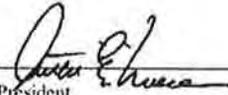
We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain 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 the percentage, as shown in the Schedule applicable to this endorsement, of the California workers' compensation premium otherwise due on such remuneration.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy

Secretary 

President 

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph A.5., **Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULED ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAME OF PERSONS OR ORGANIZATIONS:

City of Placentia
401 E. Chapman
Placentia CA 92870

PROJECT/LOCATION OF COVERED OPERATIONS:

Re: All operations of the named insured - The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers

PROVISIONS

1. The following is added to SECTION II - WHO IS AN INSURED:

The person or organization shown in the Schedule above is an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III - Limits Of Insurance.
- g. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to that additional insured ap-

COMMERCIAL GENERAL LIABILITY

plies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The insurance provided to the additional insured shown in the Schedule above is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against the additional insured shown in the Schedule above because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" on or for the project, or at the location, shown in the Schedule above, performed by you or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract with the person or organizations shown in the Schedule above, under which you are required to include that person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF DEVELOPMENT SERVICES

DATE: JULY 24, 2018

SUBJECT: **SECOND READING OF ORDINANCE NO. O-2018-06 ADOPTING ZONING CODE AND SPECIFIC PLAN AMENDMENT (ZCA) NO. 2017-09 AMENDING PLACENTIA MUNICIPAL CODE CHAPTER 23.107 ENTITLED "SPECIFIC PLAN 7", AMENDING THE EAST PLACENTIA SPECIFIC PLAN (SP-7) DESIGN GUIDELINES AND DEVELOPMENT STANDARDS, AND AMENDING THE SP-7 LAND USE MAP FOR THE PROJECT AREA.**

FISCAL

IMPACT: REVENUE: \$1,046,941 DEVELOPMENT IMPACT FEES

Additional one-time \$250,000 to be provided by the project developer to be earmarked for the costs associated with the maintenance and repair of the City's public park system and an additional one-time \$100,000 to be earmarked for the costs with re-landscaping the public right-of-way adjacent to the project site.

SUMMARY:

On July 10, 2018, a public hearing was held to consider approval of Zoning Code Amendment (ZCA) 2017-09, Development Plan Review (DPR) 2017-03, Use Permit (UP) 2017-09, Vesting Tentative Tract Map (VTTM) 18176, and adoption of Mitigated Negative Declaration (MND) 2018-01. The entitlements for a ZCA, DPR, UP, and a VTTM are requested to allow for the development of an +/-8.45 gross acre, unimproved site with an approximately 10,500 square foot, single-story commercial retail building and 54, detached single-family homes on the project site. The site is the last large remaining undeveloped commercial parcel both within SP-7 (East Placentia Specific Plan) and city-wide. The subject site's underlying land use designation of "Commercial" (C) will be re-designated and bifurcated into two underlying zoning designations of "Commercial" (C) (+/-1.99 acres) and "Medium Density Residential" (M) (+/-6.46 acres). The City Council unanimously approved the project, adopted Resolution No. R-2018-45 adopting a Mitigated Negative Declaration (MND 2018-01) for the project, thereby approving DPR 2017-03, UP 2017-09 and VTTM 18176. City Council also conducted first reading of Ordinance No. O-2018-06, approving ZCA 2017-09. This recommended action will approve second reading and adoption of Ordinance No. O-2018-06, which will take effect 30 days after adoption.

RECOMMENDATION:

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

1. Waive full reading, by title only, and adopt Ordinance No. O-2018-06, an Ordinance of the

**1.e.
July 24, 2018**

City Council of the City of Placentia, California, amending Placentia Municipal Code Chapter 23.107 entitled "Specific Plan 7" (SP-7) and amending the East Placentia Specific Plan (SP-7) Design Guidelines and Development Standards Section 4.2.2 entitled "Residential Site Development Standards" and Land Use Map for the Project Area, from an underlying land use designation of "Commercial" (C) to an Underlying Designation of Both "Commercial" (C) and "Medium Density Residential" (M).

BACKGROUND

On July 10, 2018, a public hearing was held to consider the project related entitlements which include a ZCA, a DPR, a UP, a VTTM, and adoption of a MND. The entitlements for a ZCA, DPR, UP, and a VTTM are requested to allow for the development of an +/-8.45 gross acre, unimproved site with an approximately 10,500 square foot, single-story commercial retail building and 54, detached single-family homes on the project site. The site is the last large remaining undeveloped commercial parcel both within SP-7 (East Placentia Specific Plan) and city-wide. The subject site's underlying land use designation of "Commercial" (C) will be re-designated and bifurcated into two underlying zoning designations of "Commercial" (C) (+/-1.99 acres) and "Medium Density Residential" (M) (+/-6.46 acres).

The City Council unanimously approved the project and adopted Resolution No. R-2018-45 adopting MND 2018-01 for the project, and approving DPR 2017-03, UP 2017-09, and VTTM 18176. City Council also conducted first reading of Ordinance No. O-2018-06, approving ZCA 2017-09. This recommended action will approve second reading and adoption of Ordinance No. O-2018-06, which will take effect 30 days after adoption.

DISCUSSION:

Ordinance No. O-2018-06 will amend Placentia Municipal Code Chapter 23.107 entitled "Specific Plan 7" (SP-7) and will amend the East Placentia Specific Plan (SP-7) Design Guidelines and Development Standards Section 4.2.2 entitled "Residential Site Development Standards" and Land Use Map for the Project Area, from an underlying land use designation of "Commercial" (C) to an Underlying Designation of Both "Commercial" (C) and "Medium Density Residential" (M).

ENVIRONMENTAL REVIEW:

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), the City of Placentia, acting in the capacity of Lead Agency, adopted a Mitigated Negative Declaration (MND) by adopting City Council Resolution No. R-2018-45 on July 10, 2018.

FISCAL IMPACT:

The proposed development will provide approximately \$1.04 million in one-time development impact fee revenue and approximately \$136,333 in annual ongoing revenue to the City. Pursuant

to DPR Condition No. 7, the developer has agreed to provide an additional one-time payment in the amount of \$250,000 for costs associated with the maintenance and repair of the City's public park system and an additional one-time payment in the amount of \$100,000 to re-landscape the public right-of-way adjacent to the project site to be paid 90-days after receiving final entitlement approvals and all appeal periods have passed. In addition to the aforementioned information, the proposed development will create additional positive revenue impacts associated with permanent job creation and temporary construction job creation.

Prepared by:



Andrew A. Gonzales
Senior Planner

Reviewed and approved:



Joseph M. Lambert
Director of Development Services

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Ordinance No. O-2018-06 Relating to ZCA No. 2017-09
 - Exhibit A: Draft PMC Chapter 23.107 – Development Standards
 - Exhibit B: Draft SP7 Section 4.2.2 – Development Standards
 - Exhibit C: Map of Project Area
 - Exhibit D: SP-7 Land Use Map

ORDINANCE NO. O-2018-06

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AMENDING PLACENTIA MUNICIPAL CODE CHAPTER 23.107 ENTITLED "SPECIFIC PLAN 7," AND AMENDING THE EAST PLACENTIA SPECIFIC PLAN (SP-7) DESIGN GUIDELINES AND DEVELOPMENT STANDARDS SECTION 4.2.2 ENTITLED "RESIDENTIAL SITE DEVELOPMENT STANDARDS" AND LAND USE MAP FOR THE PROJECT AREA, FROM AN UNDERLYING LAND USE DESIGNATION OF "COMMERCIAL" (C) TO AN UNDERLYING DESIGNATION OF BOTH "COMMERCIAL" (C) AND "MEDIUM DENSITY RESIDENTIAL" (M).

City Attorney Summary

This Ordinance would amend Chapter 23.107 of the City of Placentia Municipal Code and the East Placentia Specific Plan design guidelines and development standards modifying the minimum lot size, average lot size, minimum open space, minimum yard setbacks, and minimum building separation requirements. Additionally, modifying the East Placentia Specific Plan (SP-7) resulting in an amendment to the official Land Use Map of SP-7 from the project site exclusively designated as "Commercial" (C) to both "Commercial" (C) and "Medium Density Residential" (M).

A. Recitals.

(i) The project applicant, SC Placentia Development, LP, requests to adopt the new development standards associated with Development Plan Review (DPR) No. 2017-03, Use Permit (UP) No. 2017-09, and Vesting Tentative Tract Map (VTTM) No. 18176 for a horizontal mixed-use development project located at southeast corner of Alta Vista Street and Rose Drive. The modified standards will accommodate the development of 54, detached single-family homes on an unimproved 8.45-acre lot. Furthermore, the amendment will change the project site's underlying land use designation of "Commercial" (C) into two underlying zoning designations of "Commercial" (C) (+/-1.99 acres) and "Medium Density Residential" (M) (+/-6.46 acres).

(ii) Pursuant to Article XI, § 5 of the California Constitution and the City Charter, the City of Placentia may make and enforce all regulations and ordinances in respect to municipal affairs.

(iii) A duly noticed public hearing was conducted, and concluded, with respect to the Ordinance hereby recommended for adoption.

(iv) On or about June 12, 2018, the Planning Commission of the City of Placentia held a duly noticed public hearing and recommended to the City Council

approval of an Ordinance to amend Chapter 23.107 of the City of Placentia Municipal Code and the East Placentia Specific Plan design guidelines and development standards modifying the minimum lot size, average lot size, minimum open space, minimum yard setbacks, and minimum building separation requirements. Additionally, modifying the East Placentia Specific Plan (SP-7) resulting in an amendment to the official Land Use Map of SP-7 designating the project site from exclusively "Commercial" (C) to both "Commercial" (C) and "Medium Density Residential" (M).

(v) The City of Placentia provided notice of the City Council's public hearing in accordance with California Government Code Section 65090 and the City of Placentia Municipal Code Section 23.96.030.

(vi) All other legal prerequisites to the adoption of this resolution have occurred.

B. Ordinance.

NOW, THEREFORE, the City Council of the City of Placentia does hereby find, determine and ordain as follows:

SECTION 1. In all respects as set forth in the Recitals, Part A, of this Ordinance.

SECTION 2. The Mitigated Negative Declaration circulated for public review contains all contents as required in CCR Section 15071. The City has complied with the requirements of CEQA and the City of Placentia Environmental Guidelines. In adopting Resolution No. R-2018-XX, the City Council certified and adopted Mitigated Negative Declaration 2018-01 and adopted a Mitigation Monitoring and Reporting Program (MMRP) for the project in compliance with CEQA and the City of Placentia Environmental Guidelines.

SECTION 3. The City Council approves an amendment to the City of Placentia Municipal Code by amending Chapter 23.107 entitled "Specific Plan 7" as set forth in Exhibit "A".

SECTION 4. The City Council further approves amending the East Placentia Specific Plan (SP-7) Section 4.2.2 entitled "Residential Site Development Standards" as set forth in Exhibit "B".

SECTION 5. The City Council further approves amending the official Land Use Map of SP-7 as set forth in Exhibit "D".

SECTION 6. The City Council finds, in accordance with the requirements of Section 23.96.040 ("Amendments") of the Placentia Municipal Code, that the proposed amendment to the municipal code and SP-7 design guidelines and development standards will not be detrimental to the health, safety or general welfare of the persons residing or working within the neighborhood of the proposed amendment or within the city, and that it will not be injurious to property or improvements within the neighborhood

or within the city. The City Council also finds that the amendments are consistent with the latest adopted General Plan.

SECTION 7. If any section, subsection, sentence, clause, or phrase of this ordinance and/or the documents in support of this ordinance is/are for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 8. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same, or the summary thereof, to be published and posted pursuant to the provisions of law and this Ordinance shall take effect thirty (30) days after passage.

INTRODUCED at a regular meeting of the City Council of the City of Placentia held on July 10, 2018.

PASSED, APPROVED AND ADOPTED this 24th day of July 2018.

Chad P. Wanke, Mayor

ATTEST:

Patrick J. Melia, City Clerk

I, Patrick J. Melia, City Clerk of the City of Placentia, do hereby certify that the foregoing Ordinance was adopted at a regular meeting of the City Council of the City of Placentia, held on the 24th day of July 2018 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

Attachments: Exhibit "A" PMC Ch. 23.107 Dev Stds Redlined
 Exhibit "B" SP7 Sect 4.2.2 Dev Stds Redlined
 Exhibit "C" Map of Project Area
 Exhibit "D" Amendment to SP7 Land Use Map

EXHIBIT "A"
AMENDMENT TO PMC CHAPTER 23.107

Chapter 23.107 SPECIFIC PLAN 7

23.107.070 Building site area.

Minimum building site area and lot dimensions in these land use areas shall be as follows:

	Minimum Lot Size (in square feet)	Minimum Lot Width (in feet)
Low Density Residential (LDR)	6,000 ¹	60
Medium Density Residential (MDR)	<u>3,100</u> 4,000	40
Medium-High Residential (MHR)	4,000 ²	40
	24,000 ³	100
High Density Residential (HDR)	24,000	100
Commercial	None	None

- 1 Minimum of sixty-five (65) percent of the buildable lots shall be six thousand (6,000) square feet.
- 2 Single-family attached or detached units.
- 3 Apartment/condominium complexes.

(Ord. 97-O-114 § 1, 1997; Ord. 89-O-109 § 1, 1989)

23.107.090 Lot coverage.

(a) Maximum allowable lot coverage by structures in the established land use areas shall be as follows:

	Maximum Lot Coverage (net area)¹	Required Open Space (per dwelling unit)
Low Density Residential (LDR)	50%	None
Medium Density Residential (MDR)	100%	<u>100 square feet (detached single-family dwellings)</u>
		<u>400 square feet (single-family attached dwellings)</u>
Medium-High Residential (MHR)	100% ²	400 square feet
High Density Residential (HDR)	100% ²	400 square feet

- 1 Less the required setbacks and open space recreation areas.
- 2 Private attached ground-level patios may be credited as an amenity if open on three (3) sides and to the sky. Areas excluded from the open space requirements include all structures (except recreation buildings meeting above criteria) private streets, drives, parking lots and oil well exclusive-use areas.

(b) In addition, a designated common recreation area shall be provided and contain a minimum of three (3) amenities from the following list for medium, medium high and high density residential, **except for detached single-family dwellings within the Medium Density Residential (MDR) land use area which shall contain a minimum of two (2) amenities listed below:**

- (1) Swimming pool and patio deck;
- (2) Spa and patio deck;
- (3) Shade structure;
- (4) Tot lot with playground equipment;
- (5) Tennis, volleyball, basketball or multi-use sports court;
- (6) Recreation building with game room or gym equipment;
- (7) Barbecue area;
- (8) Passive recreation and seating areas. (Ord. 99-O-114 § 1, 1999; Ord. 97-O-114 § 2, 1997; Ord. 89-O-109 § 1, 1989)

23.107.100 Building setbacks.

Minimum building setbacks from actual or assumed property lines in established land use areas shall be as follows (Note: Assumed property lines shall be defined as the boundaries of the designated exclusive use area for each unit):

Land Use Area	Principal Structure and/or Accessory Structure	Patio Cover (Measured from the overhang)	Garage	Separation Between Buildings
Low Density Residential (LDR)	Front entry garage: 18'; Side entry garage: 15'; Rear: 20' Room additions: 10to rear property line; Side: 25% of lot width; 5' minimum	Side: 5'; Rear: 5'	N/A	N/A
Medium Density Residential (MDR)	Front: 15', public street; Front: 5', private street; Side: 5'; Rear: 10'	Side and rear: 3'; 5' if adjacent to street, greenbelt or perimeter boundary	Garage: 20' public street ¹ ; Garage: 5' private street ¹	One story: 10'; Two story: 15'
Medium High Residential (MHR)	Front: 15', public street; Front: 5', private street; Side: 5'; Rear: 10'	Side and rear: 3'; 5' if adjacent to street, greenbelt or perimeter boundary	Garages and carports, 0 setback for side and rear yards	Principal structure: 1/2 the principal structures' average height, no less than 10'; Accessory building: 5'
High Density Residential (HDR)	Front: 15', public street; Front: 5', private street; Side: 5'; Rear: 10'	Side and rear: 3'; 5' if adjacent to street, greenbelt or perimeter boundary	Garages and carports, 0 setback for side and rear yards	Principal structure: 1/2 the principal structures' average height, no less than 10'; Accessory building: 5'
Commercial	Front/corner lots compliance with Section 23.33.060. Interior lot or side yard: 0'; Adjacent to residential: 35'	N/A	N/A	N/A

- 1 Roll-up garage doors equipped with automatic door opener required for garages with less than 20 feet setback. There shall not be a garage setback between 5 and 19 feet from a private street or drive.
- 2 **The minimum side yard setback for each single-family detached principal structure and/or accessory structure shall be 4 feet.**

Additionally, setbacks for all other uses shall be as set forth in the East Placentia specific plan design guidelines and development standards as approved by the planning commission and/or city council. (Ord. O-2001-03 § 8, 2001; Ord. 99-O-114 § 2, 1999; Ord. 89-O-109 § 1, 1989)

23.107.145 Other requirements.

The specific plan area shall also be subject to and governed by the **East Placentia specific plan design guidelines and development standards as approved by the planning commission and/or city council**, Title 20, Building Codes, Title 22, Subdivisions, as well as those portions of this code that the city deems necessary to protect the health, safety and welfare of the city. (Ord. 89-O-109 § 1, 1989)

EXHIBIT "B"
AMENDMENT TO EAST PLACENTIA SPECIFIC PLAN
SP-7

4.2.2 RESIDENTIAL SITE DEVELOPMENT STANDARDS

Table 3 identifies the site development standards applicable to residential uses in the Specific Plan area, and Exhibit 5 illustrates some possible site layouts.

TABLE 3

SITE DEVELOPMENT STANDARDS-RESIDENTIAL USES

A. <u>General Requirements</u>	<u>Residential Category</u>			
	<u>L</u>	<u>M</u>	<u>MH</u>	<u>H</u>
1. Density, maximum dwelling units per net acre	6	15	18	25
2a. Average area per lot (single-family detached)	7,000	3,600 4,000	4,000	4,000
2b. Minimum area per lot (single-family detached)	6,000	3,100 4,000	4,000	4,000
3. Lot area, minimum per unit (single-family attached)	--	4,000	4,000	4,000
4. Lot area minimum square footage: project Or multiple-family (apartment)	--	24,000	24,000	24,000
5. Lot width, minimum in feet:				
Detached single-family	60'	40'	40'	40'
Attached single-family	--	no minimum		
Multiple-family	--	100'	100'	100'
6. Parking standards	Designated in Section 5.7 of this Specific Plan.			

4.2.2B Medium Density Residential

A. Building Height

Attached single-family dwellings shall have a maximum height of 35 feet, including roof-mounted equipment except where located adjacent to properties designated low density residential outside of the Specific Plan area, where the maximum height shall be 30 feet.

B. Building Site coverage

The total area covered by buildings shall be a maximum of 100 percent of the building site area, less the required setbacks and open space and recreation areas. If the building site area is subdivided into individual lots, the maximum coverage is 100 percent of each lot, less the required setbacks.

For single-family detached homes with a private yard, open space areas shall be provided at a minimum of 100 square feet per dwelling unit, in addition to required setback areas, which shall be provided within common designated recreational areas. Designated common recreation areas shall contain two or more of the following list of amenities.

For single-family attached homes, Aa minimum of 400 square feet of open space area shall be provided, in addition to required setback areas, per dwelling unit, which shall be provided within common designated recreational areas. Designated common recreation areas shall contain a minimum of three of the following list of amenities. Additional amenities not listed may be provided if approved by the Planning Commission or the City Council:

- Swimming pool and patio deck.
- Spa and patio deck.
- Shade structure (minimum 150 square feet).
- Tot lot with playground equipment.
- Tennis court or multi-use sports court.
- Basketball court or multi-use sports court.
- Recreation building with game room or gym equipment.
- Volleyball court.
- Barbeque areas.
- Passive recreation/seating areas.

Private attached ground-level patios may be credited if open on three sides and to the sky above. Areas excluded from the open space requirement include all structures (except recreation buildings meeting above criteria), private streets, drives, parking lots, and oil well exclusive-use areas.

C. Building Setbacks

1. From any public street right-of-way, the minimum building setback shall be 15 feet. The point of vehicular entry to any garage shall be a minimum setback of 20 feet from any public right-of-way line. Roll-up type garage doors shall be required.
2. From any private street or drive right-of-way (sidewalks are included in right-of-way, if provided), the minimum setback shall be 5 feet, provided that garages located less than 20 feet from any private street or drive shall have roll-up type doors and equipped with an automatic garage door opener. There shall not be a garage setback between 5 and 19 feet from a private street or drive.
3. The minimum side yard setback for each single-family detached principal structure and/or accessory structure shall be 54 feet.
4. The minimum rear yard setback for each dwelling unit and/or accessory structure shall be 10 feet.

5. The minimum horizontal distance between single-family attached principal structures shall be 10 feet for one-story and 15 feet for two-story.

D. Projections Into Required Setbacks

Covered patios, unenclosed on at least two sides, may extend to within 3 feet of the side or rear property lines, and the farthest projection point of the structure.

Eaves, cornices, chimneys, balconies and other similar architectural features shall not project more than 4 feet into any required front, ~~side~~ or rear yard and no more than 2 feet into any required side yard.

Location of swimming pools and/or spas shall conform with city regulations.

E. Minimum Gross Floor Area Per Unit Excluding the Garage

Bachelor	450 square feet
1 Bedroom	550 square feet
1 Bedroom with den	700 square feet
2 Bedroom	750 square feet
2 Bedroom with den or more	900 square feet

F. Fences, Hedges and Walls

Project Perimeter and Adjacent to Public Right-of-Way: Decorative masonry walls constructed to city standards shall be required.

Individual Lots: Decorative masonry walls (or fence if approved by Planning Commission and/or City Council), constructed to city standards shall be required, subject to the following:

1. Within front setback area – 3 feet maximum, except on key lots where the maximum height may be 6 feet within that portion of the front setback area abutting the area where a 6-foot high fence or wall is permitted on the abutting lot and not adjacent to the garage driveway.
2. Within other setback areas – the minimum height shall be 6 feet, measured from the highest adjacent grade. Fences shall be constructed in accordance with the architectural guidelines set forth in the Specific Plan.
3. Where a grade differential exists between building sites in any rear or side yard, the height of the fence or wall shall be a minimum of 6 feet and a maximum of 8 feet above the highest finished grade measured from either side.
4. All walls, fences and hedges shall be designed and maintained for adequate sight distance clearance.

EXHIBIT "C"
MAP OF PROJECT AREA

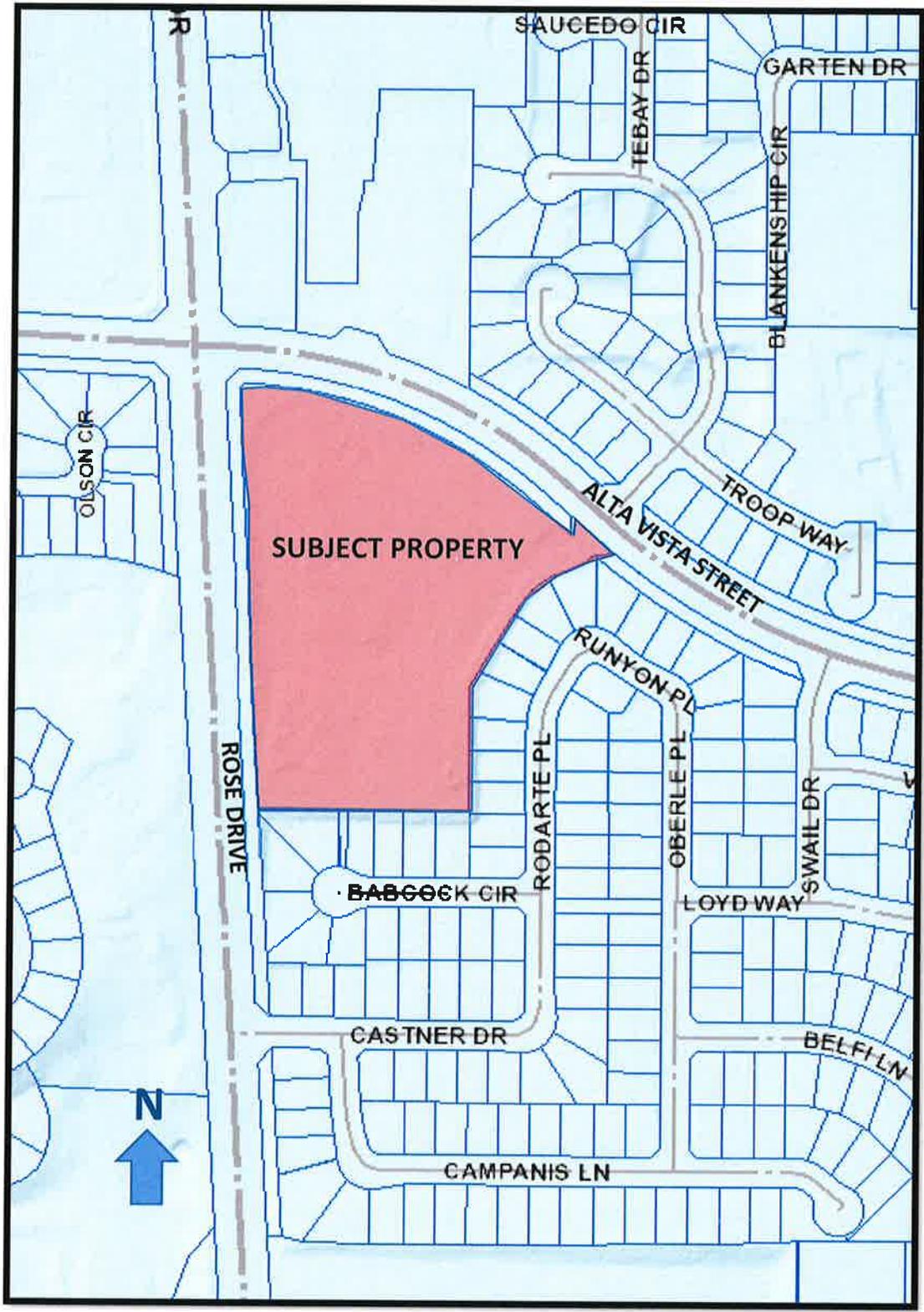
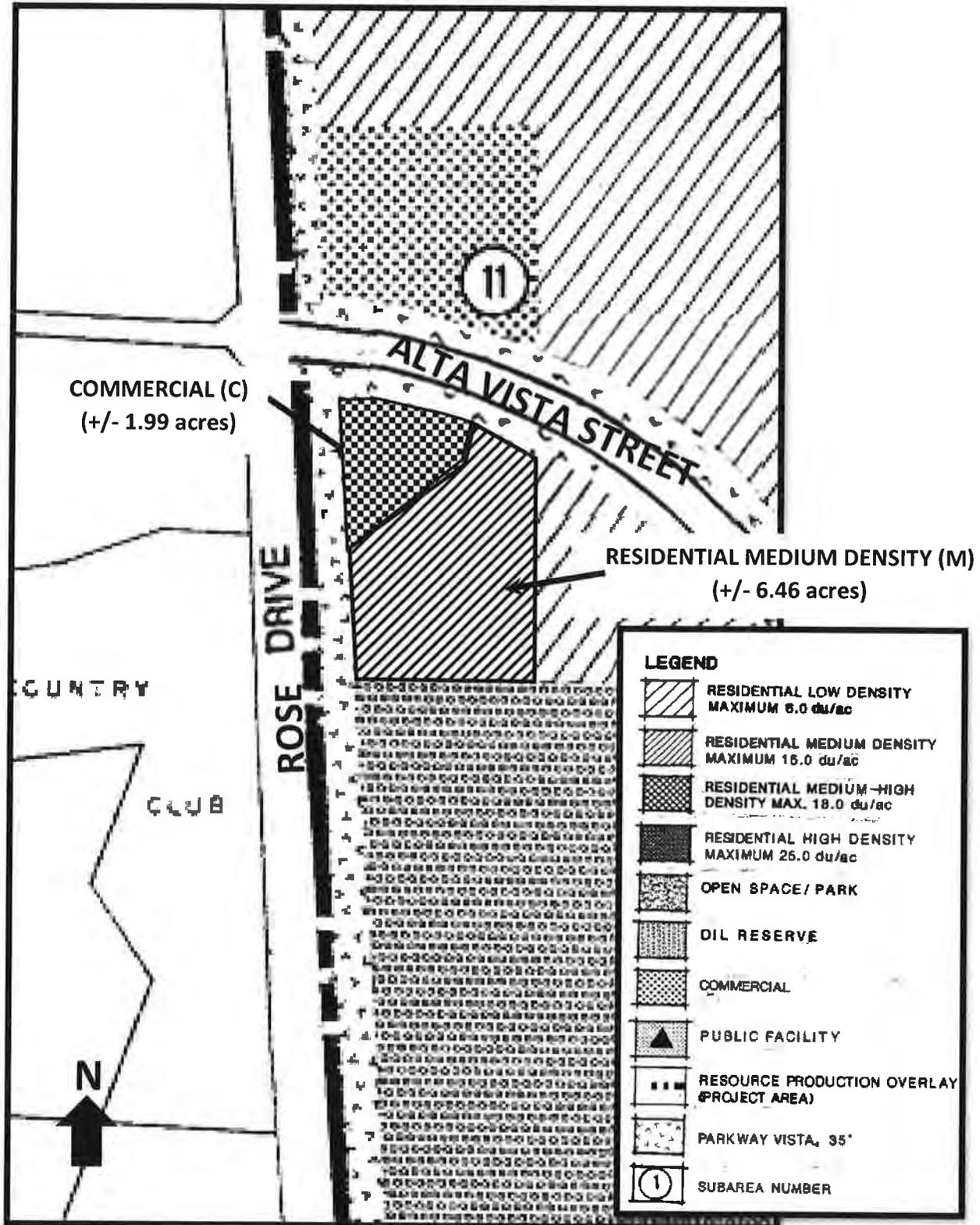


EXHIBIT "D"

AMENDMENT TO SP-7 LAND USE MAP





Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: CHIEF OF POLICE

DATE: JULY 24, 2018

SUBJECT: **EAGLE SCOUT SERVICE PROJECT FOR CABINET REPLACEMENT IN THE POLICE DEPARTMENT COPY ROOM**

FISCAL
IMPACT: NONE: ALL FUNDS FOR THE PROJECT ARE RAISED THROUGH PRIVATE DONATIONS

INTRODUCTION:

An Eagle Scout Candidate, Tyler Sanders, has proposed replacing the cabinets in the copy room within the Records Bureau in the Police Department. The project entails removing the existing cabinetry and replacing with new cabinetry that is designed specifically for records use. This upgrade will assist records personnel with access of department forms and it will enhance the overall organization of forms storage. Scout Tyler Sanders, who will plan, coordinate, and raise all necessary funds to construct the project, seeks City Council approval for the project.

RECOMMENDATION:

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

1. Approve the Eagle Scout Service Project for Placentia Police Department Records Bureau; and
2. Authorize in-house staff support for this youth service project; and
3. Authorize the City Administrator and/or his designee to execute all necessary documents, subject to City Attorney approval.

DISCUSSION:

The City of Placentia encourages and supports the partnership with local volunteers to collaborate on various community outreach and service projects. Included in the list of partnership opportunities are Eagle Scout service projects. Eagle Scout candidates are required to plan, coordinate, and complete a significant project that will benefit others. The City has worked closely

1.f.
July 24, 2018

with the Scouts over the years on a myriad of projects that have both benefitted the community and provided an avenue for Eagle Scout candidates to successfully reach the pinnacle of scouting.

For the Police Department Copy Room Cabinetry Replacement Project, Eagle Scout Service Project Boy Scout Tyler Sanders approached members of the City Council and presented the concept of replacing all the cabinetry in the Police Department Records Bureau copy room. The current cabinetry is old and outdated in appearance and in use. It lacks adequate shelving and compartments to fully organize records paperwork and related storage. The project will serve as candidate Sanders' Eagle Scout Service Project, which is required in order to achieve the status of "Eagle Scout" within the Boy Scouts of America. An Eagle Scout Service Project is a significant project that must present an opportunity for planning, development, and leadership. A Scout must coordinate all aspects of the project including all fund raising to pay for the proposed improvements.

Upon City Council approval of the Project, Staff will work with Eagle Scout Candidate Sanders on his preparation and installation of the new cabinetry. In addition, Eagle Scout Candidate Sanders will be responsible for continued communication and coordination with City Staff throughout the remainder of the project. All funding for the Project will be provided through private donations acquired by Sanders. There are no permitting requirements associated with this project.

Prepared by:


Brad Butts
Lieutenant/Administrative Services

Reviewed and approved:

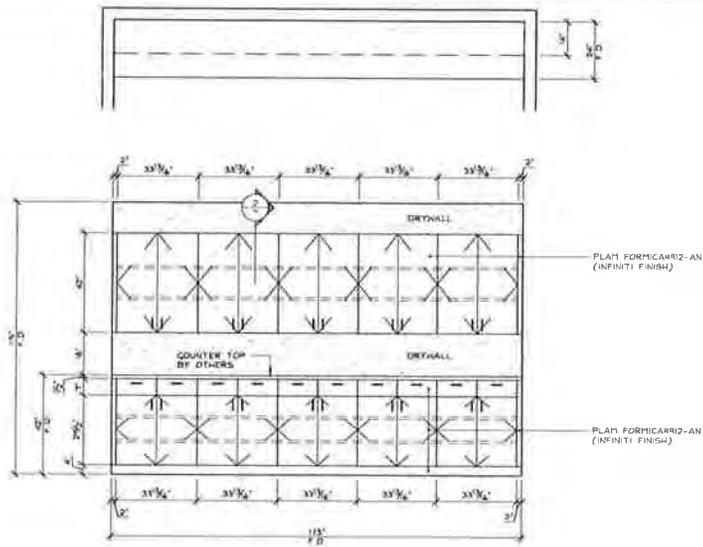

Darin Lenyi
Chief of Police

~~Reviewed and approved:~~

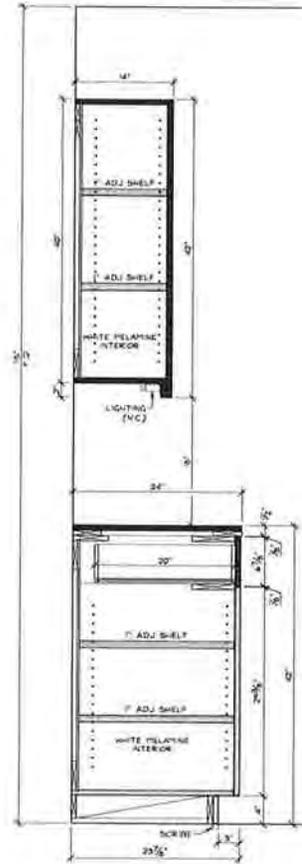

Damien R. Arrula
City Administrator

Attachment:

Eagle Scout Project Cabinet Design
Power Point



1 ELEVATION VIEW
 RFIN 2
 REF: NONE
 DRAWN BY: D LUX SCALE: 1/2" TO 1'-0"



2 SECTION
 RFIN 2
 REF: NONE
 DRAWN BY: D LUX SCALE: 1/2" TO 1'-0"



TYLER SANDERS EAGLE PROJECT

DATE

REVISIONS

▲	
▲	
▲	
▲	

SHEET NO

E 1

SCALE AS SHOWN



JOB NO

**PLACENTIA POLICE
DEPARTMENT
CABINET REPLACEMENT PROJECT**

TYLER SANDERS

BEFORE:

- OLD
- CROWDED
- DEVOID OF DOORS
- ONLY SHELVES
- ONLY LOWER CABINETS



CABINET ASSEMBLY



NEW CABINETS

- CLEAN NEW LOOK
- INCLUDES DOORS
- INCLUDES DRAWERS
- NEW UPPER CABINETS





Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: JULY 24, 2018

SUBJECT: **PURCHASE OF COMPRESSED NATURAL GAS AERIAL LIFT TRUCK FOR PUBLIC WORKS DEPARTMENT**

FISCAL IMPACT:

EXPENSE: \$155,703.28 AERIAL LIFT TRUCK PURCHASE

BUDGETED: \$ 43,060.00 FY 2018-19 GENERAL FUND

\$ 76,000.00 FY 2018-19 AIR QUALITY FUND

\$ 36,643.28 FY 2018-19 PUBLIC WORKS DEPT. BUDGET

SUMMARY:

The City owns and maintains a fleet of vehicles and equipment consisting of 120 units operated by multiple departments. The fleet consists of heavy duty trucks, passenger vehicles, police patrol and motor units, electric vehicles as well as concrete grinders, field groomers and trailers (collectively, the "Fleet"). The majority of the Fleet is utilized by the Police and Public Works Departments. Staff is recommending the purchase of one (1) replacement Aerial Lift Truck for the Public Works Department. The purchase will be made through National Joint Power Alliance (NJPA) Contract No. 012418-ALT, as the City's existing purchasing and contract guidelines allow for "piggybacking" onto publicly bid and contracted services and products approved by other public agencies. Funds to replace the existing aerial lift truck was budgeted in the approved Fiscal Year (FY) 2018-19 Capital Improvement Program (CIP) Budget. Additional funds are needed via the proposed budget amendment as the vendor's NJPA contract price for the vehicle increased after the budget was prepared for this purchase.

RECOMMENDATION:

It is recommended that the City Council take the following action(s):

1. Adopt Resolution No. R-2018-XX, A Resolution of the City Council of the City of Placentia, California, authorizing a budget amendment in Fiscal Year 2018-19 in compliance with City Charter §§ 1206 and 1209 pertaining to appropriations for actual expenditures; and
2. Approve the purchase of one (1) Altec Model AT37 G Articulating Telescopic Aerial through

1.g.
July 24, 2018

the National Joint Powers Alliance (NJPA) Contract No. 012418-ALT, for an amount not-to-exceed \$155,703.28; and

3. Authorize the City Administrator to execute the necessary purchase order.

DISCUSSION:

The Public Works Department seeks to purchase one (1) 2019 Ford F550/AT37-G CNG Hybrid Articulating Telescopic Aerial vehicle from Altec Industries, Inc. (Altec), utilizing the NJPA Contract No. 012418-ALT in the amount of \$155,703.28. This vehicle will replace the City's aging aerial bucket truck, a 1990 Ford F-450. This vehicle is regularly used by the Public Works Department for Citywide street maintenance activities, special events and emergency response during storms. The truck is well past its useful service life for a heavy-duty City maintenance vehicle and has required numerous repairs.

Staff conducted an analysis of various trucks used for street maintenance repairs by neighboring cities and recommends the replacement of the City's current aerial truck with the Ford/Altec F550/AT37-G Compressed Natural Gas (CNG) Articulating Telescopic Aerial vehicle. This replacement vehicle provides operational familiarity with projected enhanced reliability through upgraded systems design, alternative fueled engine platform and hybrid boom functionality and is necessary to satisfy job duty requirements and ensure that the vehicles in the City fleet are safe, reliable, modern and relevant to current and future needs.

In addition, the proposed replacement qualifies for grant funding including a matching grant of \$25,000 from the Mobile Source Reduction Committee (MSRC) Local Government Partnership Program which is budgeted within the Air Quality Fund and \$27,000 under the California Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project (HVIP) program, which will help offset the purchase cost. On February 20, 2018, the City Council approved submittal of an application to the MSRC's Local Government Partnership Program to reserve the matching grant from South Coast Air Quality Management District. In order to reserve the HVIP voucher, the City must issue a purchase order to the vendor and subsequently the vendor will reserve the voucher on behalf of the purchaser. The voucher amount will automatically be deducted from the purchase price.

Procurement Process

Placentia Municipal Code Section 3.08 authorizes the City to participate in governmental cooperative purchasing programs. Staff compared vendor pricing and contract pricing from NJPA, of which the City is a member, and determined that the pricing of the Altec AT37G Aerial Bucket Truck from NJPA Contract No. 012418-ALT provides fair and competitive pricing for the purchase of this truck. NJPA is a public agency service cooperative that serves over 50,000 members. Through national solicitations, they provide the opportunity for members to purchase through nationally leveraged, competitively bid contracts. NJPA contracts offer a multitude of products, equipment, and services to government agencies and non-profit entities. The NJPA is a municipal contracting agency established to allow participating municipal agencies to reduce the cost of procurement by leveraging the benefits of contract purchasing.

All NJPA bid contracts are competitively solicited nationally, reviewed and awarded by the NJPA Board of Directors. NJPA contract purchasing solutions are awarded on the members' behalf. Their contracts bring considerable value and efficiencies to members through nationally leveraged contracted suppliers and access to the highest quality products and brand. Each solicitation and Request for Proposals (RFP) contains language which includes all qualified customers in all fifty states. The City of Placentia is a member of NJPA and has used NJPA contracts in the past. Therefore, under the purchasing code the City may award the contract without competitive procurement and may use the NJPA's Purchase Contract No. 012418-ALT to obtain the Altec AT37G aerial bucket truck.

During recent procurement discussions with Altec, Staff was informed that NJPA awarded a new contract to Altec effective March 14, 2018, which increased the purchase cost of the vehicle. This increase and sales tax were not included in the approved FY 18-19 CIP Budget. In February 2018, Staff had obtained initial quotes from Altec that were based on Contract No. 031014-ALT, which was effective May 5, 2016. At that time, Staff was not aware that the NJPA issued a new solicitation for bids on Public Utility Equipment and Related Accessories in December 2017. In preparation to request approval of this purchase order, Staff obtained a revised NJPA quote, which included an increase to the total purchase price. The revised price for the new hybrid equipment, once the HVIP voucher, sales tax and delivery are applied, is \$155,703.28.

Initial Quote		Revised Quote	
Unit / Body / Chassis Total:	\$159,631.00	Unit / Body / Chassis Total:	\$170,423.00
HVIP Voucher	\$ (27,000.00)	HVIP Voucher	\$ (27,000.00)
Sub-Total:	\$132,631.00	Sub-Total:	\$143,423.00
Taxes @ 7.75%	\$ 10,278.90	Taxes @ 7.75%	\$ 11,115.28
Delivery to Customer:	\$ 1,065.00	Delivery to Customer:	\$ 1,065.00
Documentation & Admin Fee:	\$ 100.00	Documentation & Admin Fee:	\$ 100.00
TOTAL:	\$144,074.90	TOTAL:	\$155,703.28

Accordingly, Staff is recommending that the City Council approve a budget amendment to the FY 2018-19 CIP Budget and authorize the City Administrator or his designee to execute a purchase order to Altec.

FISCAL IMPACT:

A total of \$149,060 was budgeted in the FY 2018-19 CIP Budget for the aerial lift truck replacement. The adopted budget included an estimated \$30,000 HVIP voucher incentive that was to be paid directly to the vendor. After applying the actual HVIP voucher of \$27,000, the total replacement cost to the City is \$155,703.28.

Resolution No. R-2018-XX amending the FY 2018-19 Budget is presented for the City Council's consideration to transfer \$36,643.28 in existing budgeted funds from the Public Works Maintenance Budget to the Capital Improvement Program budget to cover the cost of this purchase.

Total Expense:	\$155,703.28 AERIAL LIFT TRUCK PURCHASE
Funding Sources:	\$ 43,060.00 FY 2018-18 GENERAL FUND \$ 76,000.00 FY 2018-19 AIR QUALITY FUND \$ 36,643.28 FY 2018-19 PUBLIC WORKS MAINTENANCE BUDGET

Prepared by:



Elsa Y. Robinson
Management Analyst

Reviewed and approved:



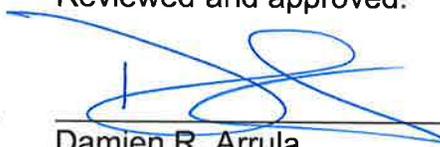
Luis Estevez
Director of Public Works

Reviewed and approved:



Kim Krause
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Resolution R-2018-XX
2. Altec Industries, Inc. National Joint Power Alliance Pricing 2018

RESOLUTION NO. R-2018-48

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING A BUDGET AMENDMENT IN FISCAL YEAR 2018-19 IN COMPLIANCE WITH CITY CHARTER OF THE CITY OF PLACENTIA §§ 1206 AND 1209 PERTAINING TO APPROPRIATIONS FOR ACTUAL EXPENDITURES.

A. Recitals.

(i) The adopted budget for the 2018-19 Fiscal Year sets out estimated appropriations for City expenses throughout the year.

(ii) From time to time the adopted budget must be adjusted when precise expenditures are finally determined or when estimated expenditures exceed projected costs allocated.

(iii) City Charter of the City of Placentia § 1206 authorizes the City Council to amend or supplement the budget by motion adopted by the affirmative votes of at least three members so as to authorize the transfer of unused balances appropriated for one purpose to another purpose, or to appropriate available revenues not included in the budget. All other legal prerequisites to the adoption 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. The adopted budget for Fiscal Year 2018-19, Resolution No. R-2018-41, is hereby amended to reflect the following expenditure of funds from the Account specified to the Account specified:

Fund	Description	Department	GL Account	Amount	Type
City Capital Projects	Vehicles	CIP	338901-6842	(30,000.00)	Expense
City Capital Projects	County Grants	CIP	330000-4210	(30,000.00)	Revenue
General Fund	Repair & Maint / Vehicles	Public Works	103658-6134	(12,000.00)	Expense
General Fund	Repair & Maint / Facilities	Public Works	103654-6130	(12,000.00)	Expense
General Fund	Special Dept. Supplies	Public Works	103654-6301	(6,000.00)	Expense
General Fund	Gasoline & Fuel	Public Works	103658-6345	(6,643.28)	Expense
General Fund	Vehicles	CIP	108901-6842	36,643.28	Expense

3. The Mayor shall sign this resolution, and the City Clerk shall attest and certify to the passage and adoption thereof.

PASSED, ADOPTED and APPROVED this 24th day of JULY 2018.

Chad P. Wanke, 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 24th day of July 2018 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



Altec Industries NJPA Price List
Contract # 012418-Alt

Item #	Item	Description	Code	2018 NJPA Price
1	AT200A	Telescopic Aerial Device (Non-Insulated)	BASE	\$78,458
2	AT200A	Secondary Stowage System	EDC	\$1,113
3	AT200A	Air Line To The Platform	AL	\$121
4	AT200A	Gas Engine	GAS	-\$3,682
5	AT200A	JEMS Hybrid Solution	HYBRID	\$16,047
6	AT200A	All Wheel Drive	AWD	\$5,075
7	AT200A	Platform heater, 120 VAC, 1500 watt	PH	\$289
8	AT200A	NYDOT Ford F550 Supercab - Upgrade from standard chassis (only for BASE model above)	FS	\$11,779
9	AT200A	Custom paint color for body (paint code must be provided)	CP	\$1,105
10	AT237	Articulating Telescopic Aerial Device (Non-Insulated)	BASE	\$96,976
11	AT237	35' Boom Height (AT235)	US35	-\$1,913
12	AT237	Secondary Stowage System	EDC	\$1,113
13	AT237	Air Line To The Platform	AL	\$130
14	AT237	Gas Engine	GAS	-\$4,312
15	AT237	JEMS Hybrid Solution	HYBRID	\$16,047
16	AT237	All Wheel Drive	AWD	\$5,075
17	AT248F	Articulating Telescopic Aerial Device (Non-insulated)	BASE	\$119,898
18	AT248F	All Wheel Drive	AWD	\$5,075
19	AT248F	Dodge Chassis	DODGE	\$2,696
20	AP45A	Telescopic Aerial Cable Placer (Non-Insulated)	BASE	\$200,695
21	AP45A	All Wheel Drive	AWD	\$23,008
22	AT30-G	Telescopic Aerial Device (Insulated)	BASE	\$90,927
23	AT30-G	Gas Engine	GAS	-\$4,312
24	AT30-G	JEMS Hybrid Solution	HYBRID	\$29,379
25	AT30-G	All Wheel Drive	AWD	\$5,075
26	AT37-G	Articulating Telescopic Aerial Device (Insulated)	BASE	\$99,290
27	AT37-G	40' Boom Height (AT40-G) MUST quote ISO boom option	US40	\$2,128
28	AT37-G	35' Boom Height (AT35-G)	US35	-\$492
29	AT37-G	ISO boom - MUST QUOTE for 40' boom height (n/a on base model)	ISO	\$3,746
30	AT37-G	H Frame Outriggers, Wooden Outrigger Pads, and Pad Holders	HFO	\$3,243
31	AT37-G	Gas Engine	GAS	-\$4,312
32	AT37-G	JEMS Hybrid Solution	HYBRID	\$29,379
33	AT37-G	All Wheel Drive	AWD	\$5,075
34	AT37G	NYDOT Ford F550 Supercab - Upgrade from standard chassis	FS	\$11,779
35	AT37G	Custom paint color for body (paint code must be provided)	CP	\$1,105
36	AT37-G	NY State AT37G DOT package in lieu of standard	NYB	\$166,297
37	AT37G	Custom paint color for body (paint code must be provided)	CP	\$1,105
38	AT41M	Articulating Telescopic Aerial Device with Material Handling (Insulated, 41' ground to platform height)	BASE	\$118,247
39	AT41M	Non-Material Handling Platform (AT40P)	PERSONEL	-\$2,145
40	AT41S	Articulating Telescopic Aerial Device (Non-Insulated AT40S)	PERSONEL	\$641
41	AT48M	Articulating telescopic Aerial Device with Material Handling (insulating lower arm) with 48' boom boom height (AT48M)	US48	\$11,480
42	AT41M	Auxiliary Outriggers, Interlock, Wooden Pads / Holders (AT48M Class 5 application only)	AOR	\$3,281
43	AT41M	All Wheel Drive	AWD	\$5,075
44	AT41M	NYDOT Ford F550 Supercab - Upgrade from standard chassis (only for BASE and PERSONEL options above)	FS	\$11,779
45	AT41M	Custom paint color for body (paint code must be provided)	CP	\$1,105
46	L37M	Overcenter Articulating Aerial Device with Material Handling (Insulated)	BASE	\$119,605
47	L37M	All Wheel Drive	AWD	\$5,075



**Altec Industries NJPA Price List
Contract # 012418-Alt**

Item #	Item	Description	Code	2018 NJPA Price
48	L45M	Overcenter Articulating Aerial Device with Material Handling (Insulated)	BASE	\$158,470
49	L45M	Overcenter Articulating Aerial Device - Personnel (insulated L45P)	US45P	-\$5,390
50	L45M	42' Boom Height (L42M)	US42	-\$2,350
51	L45M	42' boom height - personnel (insulated L42P)	US42P	-\$1,453
52	L45M	All Wheel Drive	AWD	\$23,507
53	LR756	Overcenter Articulating Aerial Device (Insulated)	BASE	\$135,615
54	LR756	58' Boom Height (LR758)	US58	\$1,161
55	LR756	60' Boom Height (LR760)	US60	\$1,797
56	LR756	Engine Start/Stop With Secondary Stowage System	EDC	\$2,586
57	LR756	All Wheel Drive	AWD	\$26,929
58	LR756	JEMS Hybrid Solution	HYBRID	\$73,047
59	LR756RM	Overcenter Articulating Aerial Device (Insulated)	BASE	\$147,110
60	LR756RM	58' Boom Height (LR758-RM)	US55	\$1,105
61	LR756RM	60' Boom Height (LR760-RM)	US60	\$1,632
62	LR756RM	Engine Start/Stop With Secondary Stowage System	EDC1	\$2,586
63	LR756RM	All Wheel Drive	HYBRID	\$26,929
64	LR756RM	JEMS Hybrid Solution	HYBRID	\$73,047
65	LR760-E70	Overcenter Articulating Aerial Device (Insulated)	BASE	\$162,667
66	LR760-E70	Engine Start/Stop With Secondary Stowage System	EDC1	\$2,586
67	LR760-E70RM	Overcenter Articulating Aerial Device Rear Mount (ROEC required for this option only)	US70RM	\$3,007
68	LR760-E70RM	Rear outriggers and elevator cage MUST Quote items for US70RM	ROEC	\$6,693
69	LR760-E70	All Wheel Drive	AWD	\$23,507
70	LR760-E70	JEMS Hybrid Solution	HYBRID	\$73,047
71	TA45M	Articulating Telescopic Aerial Device with Material Handling (Insulated)	BASE	\$158,216
72	TA45M	41' Boom Height (TA41M)	US41	-\$2,623
73	TA45M	Non-Material Handling Platform (ONLY FOR 45' BOOM HEIGHT- TA45)	PERSONEL	-\$4,937
74	TA45M	All Wheel Drive	AWD	\$23,507
75	TA45M	JEMS Hybrid Solution	HYBRID	\$73,047
76	TA50	Articulating Telescopic Aerial Device with Material Handling (Insulated)	BASE	\$175,994
77	TA50	All Wheel Drive	AWD	\$23,507
78	TA50	JEMS Hybrid Solution	HYBRID	\$51,612
79	TA60	Articulating Telescopic Aerial Device with Material Handling (Insulated)	BASE	\$184,467
80	TA60	55' Boom Height (TA55)	US55	-\$2,750
81	TA60	All Wheel Drive	AWD	\$23,507
82	TA60	JEMS Hybrid Solution	HYBRID	\$51,612
83	AA55	Non-Overcenter Aerial Device with Material Handling (Insulated)	BASE	\$168,508
84	AA55	Extended Side Reach (With X-Frame Primary Outriggers)	ESR	\$4,283
85	AA55	50' Boom Height (AA50)	US50	\$0
86	AA55	60' Boom Height (AA60)	US60	\$5,271
87	AA55	67' Boom Height (AA67)	US67	\$33,542
88	AA55	JEMS Hybrid Solution	HYBRID	\$73,047
89	AA55	All Wheel Drive	AWD	\$23,507
90	AA67-E100	Non-Overcenter Aerial Device with Elevator (Insulated)	BASE	\$344,523
91	AA67-E100	Non-compensating aerial device	NC	\$1,334
92	AA67-E100	Material handling	MH	\$5,093



Altec Industries NJPA Price List
Contract # 012418-Alt

Item #	Item	Description	Code	2018 NJPA Price
93	AA67-E100	Extended side reach	ESR	\$1,475
94	AA67-E100	All Wheel Drive	AWD	\$26,327
95	AN55E-OC	Overcenter Articulating Aerial Device with Material Handling, Extended Side Reach with X-Frame Outriggers (Insulated)	BASE	\$173,073
96	AN55E-OC	50' Boom Height (AN50E-OC)	US50	\$0
97	AN46E-OC	46' Boom Height (AN46E-OC)	US46	-\$2,080
99	AN55E-OC	JEMS Hybrid Solution	HYBRID	\$73,047
100	AN55E-OC	All Wheel Drive	AWD	\$23,507
101	AM55	Overcenter Aerial Device with Material Handling (Insulated)	BASE	\$173,073
102	AM55	50' Boom Height (AM50)	US50	\$0
103	AM55	60' Boom Height (AM60)	US60	\$4,702
103	AM55	Extended Side Reach (With X-Frame Primary Outriggers)	ESR	\$4,283
104	AM55	All Wheel Drive	AWD	\$23,507
105	A77T	Non-Overcenter Telescopic Aerial Device with Material Handling (Insulated)	BASE	\$232,118
106	A77T	65' Boom Height (A65T)	US65	-\$16,539
107	A77T	70' Boom Height (A70T)	US70	-\$13,058
108	A77T	72' Boom Height (A72T)	US72	-\$6,530
109	A77T	All Wheel Drive	AWD	\$23,507
110	A77T-E93	Non-Overcenter Aerial Device with Extended Reach Elevator (Insulated)	BASE	\$330,964
111	A77T-E93	All Wheel Drive	AWD	\$23,507
112	AH100	Articulating Telescopic Aerial Device with Material Handling (Insulated)	BASE	\$425,530
113	AH100	All Wheel Drive	AWD	\$23,507
114	AH125	Articulating Telescopic Aerial Device with Material Handling (Insulated)	BASE	\$579,865
117	AH125	All Wheel Drive	AWD	\$71,619
118	AH150	Articulating Telescopic Aerial Device with Material Handling (Insulated)	BASE	\$769,210
119	AH150	Hydraulic front drive assist	HFD	\$45,582
120	AH150	All Wheel Drive (custom chassis)	AWD	\$166,649
121	DB37	Digger Derrick - requires TRA	BASE	\$126,244
122	DB37	MUST Quote feature required for BASE, 16K trailer	TRA	\$10,987
123	TDA58	Backyard aerial device with 63' working height	BASE	\$190,716
124	DM47B	47' Digger Derrick (DM47BTR)	BASE	\$182,137
125	DM47B	45' Sheave Height (DM45)	US45	-\$1,307
126	DM47B	50' Sheave Height (DM50)	US50	\$4,708
127	DM47B	Boom Tip Winch	BTW	\$885
128	DM47B	Remove Upper Controls and Additional Accessories	DAA	-\$4,531
129	DM47B	RotaFloat	RF	\$1,156
130	DM47B	Electronic Side Load Protection-eSLP	ESLP	\$1,379
131	DM47B	All Wheel Drive	AWD	\$23,507
132	DH50	50' Fully hydraulic derrick, rear mount	BASE	\$214,836
133	DH50	All Wheel Drive	AWD	\$23,507
134	DC47	47' Digger Derrick	BASE	\$175,173
135	DC47	45' Sheave Height (DC45)	US45	-\$1,071



**Altec Industries NJPA Price List
Contract # 012418-Alt**

Item #	Item	Description	Code	2018 NJPA Price
136	DC47	Boom Tip Winch	BTW	\$885
137	DC47	All Wheel Drive	AWD	\$23,507

138	D2055B	55' Digger Derrick	BASE	\$230,072
139	D2055B	50' Sheave Height (D2050B)	US50	-\$1,178
140	D2055B	45' Sheave Height (D2045B)	US45	-\$1,482
141	D2055B	Boom Tip Winch	BTW	\$1,809
142	D2055B	Remove Upper Controls and Additional Accessories	DAA	-\$4,440
143	D2055B	10ft. Material Handling Jib	JIB	\$1,125
144	D2055B	RotaFloat	RF	\$1,250
145	D2055B	Electronic Side Load Protection-eSLP	ESLP	\$1,406
146	D2055B	All Wheel Drive	AWD	\$23,507

147	D3060B	60' Digger Derrick	BASE	\$237,724
148	D3060B	55' Sheave Height (D3055B)	US55	-\$1,067
149	D3060B	50' Sheave Height (D3050B)	US50	-\$1,067
150	D3060B	Boom Tip Winch	BTW	\$1,809
151	D3060B	Remove Upper Controls and Additional Accessories	DAA	-\$4,440
152	D3060B	10ft. Material Handling Jib	JIB	\$1,125
153	D3060B	RotaFloat	RF	\$1,250
154	D3060B	Electronic Side Load Protection-eSLP	ESLP	\$1,406
155	D3060B	All Wheel Drive	AWD	\$23,507

156	D4065B	65' Digger Derrick	BASE	\$253,182
157	D4065B	60' Sheave Height (D4060A)	US60	-\$4,529
158	D4065B	Remove Upper Controls and Additional Accessories	DAA	-\$4,440
159	D4065B	10ft. Material Handling Jib	JIB	\$1,125
160	D4065B	RotaFloat	RF	\$1,250
161	D4065B	Electronic Side Load Protection-eSLP	ESLP	\$1,406
162	D4065B	All Wheel Drive	AWD	\$23,507

163	DT65	65' Digger Derrick	BASE	\$279,043
164	DT65	All Wheel Drive	AWD	\$23,507

165	DT80	Digger Derrick	BASE	\$334,368
166	DT80	All Wheel Drive	AWD	\$23,507
167	DT80	Automatic Transmission	AUTO	\$6,327

167	HD35A-22	22' Hydraulic Pressure Digger	BASE	\$327,966
168	HD35A-22	17' Digger	HD35-17	-\$930
169	HD35A-22	12' Digger	HD35-12	-\$1,973
170	HD35A-22	10' Digger	HD35-10	-\$2,924
171	HD35A-22	All Wheel Drive	AWD	\$23,507

172	AC18-70B	Hydraulic Telescopic Crane	BASE	\$156,058
173	AC18-70B	Rear Mount Unit (Must Select UCR & FBO)	RM	\$2,440
174	AC18-70B	Continuous Rotation (Must Select FBO)	UCR	\$6,694
175	AC18-70B	Front Bumper Outrigger	FBO	\$5,414
176	AC18-70B	Two Piece 24'-40' - Telescopic Side Stow Jib	2JIB	\$5,660
177	AC18-70B	Two-Man Platform (Must Select RADIO)	PLAT	\$6,562
178	AC18-70B	Platform Test Lift Package for 600 lb Capacity Platform (750 lb proof & 600 lb trial). For Use With PLAT	PTL	\$2,698
179	AC18-70B	Crane Remote Controls (Required when ordering platform)	C-RADIO	\$12,116
180	AC18-70B	One (1) Sheave Load Block with holder	SHEAVE1	\$2,625
181	AC18-70B	Aptong Wood Flatbed	WOOD	\$5,601
182	AC18-70B	14" removable Railing	RR	\$2,520
183	AC18-70B	Tandem axle chassis	TANDEM	\$26,027
184	AC18-70B	Automatic Transmission	AUTO	\$6,327



Altec Industries NJPA Price List
Contract # 012418-Alt

Item #	Item	Description	Code	2018 NJPA Price
185	AC23-95B	Hydraulic Telescopic Crane	BASE	\$219,705
186	AC23-95B	Rear mount (AC23-95R)	RM	\$6,789
187	AC23-95B	Riding Seat (AC23-95S)	RS	\$21,655
188	AC23-95B	Front Bumper Outrigger	FBO	\$4,793
189	AC23-95B	Continuous Rotation (Must Select Front Bumper Outrigger)	UCR	\$4,035
190	AC23-95B	Two Piece 26'-44' - Telescopic Side Stow Jib	2JIB	\$6,451
191	AC23-95B	Two-Man platform (800lbs. Capacity)	PLAT	\$6,448
192	AC23-95B	One (1) Sheave Load Block With Holder	SHEAVE1	\$2,625
193	AC23-95B	Outrigger Jack Controls At Crane Controls	JC	\$1,064
194	AC23-95B	12,000 lb Two Speed Winch	12TW	\$2,022
195	AC23-95B	Radio remote controls, transmitter displays LMI info.	RRC	\$12,116
196	AC23-95B	Oil Cooler- 90,000 BTU	OC	\$1,794
197	AC23-95B	Automatic Transmission	AUTO	\$6,327

198	AC30-103S	Hydraulic Telescopic Crane	BASE	\$275,965
199	AC30-103S	Two Piece 26'-44' - Telescopic Side Stow Jib	2JIB	\$6,412
200	AC30-103S	Two-Man Platform (800lbs. Capacity)	PLAT	\$6,412
201	AC30-103S	One (1) Sheave Load Block With Holder	SHEAVE1	\$2,625
202	AC30-103S	Cab tilt mechanism 0 - 20 degrees (requires enclosed operator cab)	TILT	\$2,987
203	AC30-103S	Dual entry enclosed operator's cab	DE-OC	\$13,127
204	AC30-103S	Operator Cab AC	CAC	\$6,228
205	AC30-103S	Operator Cab Heat	CH	\$2,946
206	AC30-103S	Radio remote controls, transmitter displays LMI info.	RRC	\$12,116
207	AC30-103S	Centralized Outrigger Controls at Rear	COC	\$401
208	AC30-103S	Automatic Transmission	AUTO	\$6,327

209	AC38-127S	Hydraulic Telescopic Crane	BASE	\$306,520
210	AC38-127S	Heavy Lift (AC38-127S-HL)	USHL	\$5,536
211	AC38-127S	103', 4 section boom rear mount (AC38-103S)	AC38-103S	-\$4,960
212	AC38-127S	One Piece 31' - Side Stow Jib	1JIB	\$6,841
213	AC38-127S	Two Piece 31'-55' - Telescopic Side Stow Jib	2JIB	\$8,305
214	AC38-127S	Two-Man Platform (800lbs. Capacity)	PLAT	\$6,152
215	AC38-127S	One (1) Sheave Load Block With Holder	SHEAVE1	\$2,625
216	AC38-127S	Two (2) Sheave Load Block With Holder	SHEAVE2	\$4,186
217	AC38-127S	Cab tilt mechanism 0 - 20 degrees (requires enclosed operator cab)	TILT	\$2,987
218	AC38-127S	Dual entry enclosed operator's cab	DE-OC	\$13,127
219	AC38-127S	Operator Cab AC	CAC	\$6,228
220	AC38-127S	Operator Cab Heat	CH	\$2,946
221	AC38-127S	Radio remote controls, transmitter displays LMI info.	RRC	\$12,116
222	AC38-127S	Centralized Outrigger Controls at Rear	COC	\$401
223	AC38-127S	5,000 lb Auxiliary Winch	5AW	\$12,729
224	AC38-127S	Automatic Transmission	AUTO	\$6,327

225	AC40-152S	Hydraulic telescopic crane with Aerial operation mode, A92.2, radio remote controls & quick attach 1,200 lbs platform	BASE	\$410,108
226	AC40-152S	Two Piece 28'-49' - Telescopic Side Stow Jib	2JIB	\$8,595
227	AC40-152S	Operator Cab Air Conditioner	CAC	\$6,228
228	AC40-152S	One (1) Sheave Load Block with holder	SHEAVE1	\$2,625
229	AC40-152S	Two (2) Sheave Load Block with holder	SHEAVE2	\$4,186
230	AC40-152S	Three (3) Sheave Load Block with holder	SHEAVE3	\$4,800
231	AC40-152S	Automatic Transmission	AUTO	\$6,327

232	AC45-127S	Hydraulic telescopic crane	BASE	\$397,377
233	AC45-127S	Two Piece 28'-49' - Telescopic Side Stow Jib	2JIB	\$8,305
234	AC45-127S	Operator Cab Air Conditioner	CAC	\$5,998
235	AC45-127S	One (1) Sheave Load Block with holder	SHEAVE1	\$2,625
236	AC45-127S	Two (2) Sheave Load Block with holder	SHEAVE2	\$4,186
237	AC45-127S	Three (3) Sheave Load Block with holder	SHEAVE3	\$4,800
238	AC45-127S	Radio remote controls, transmitter displays LMI info.	RRC	\$12,116
239	AC45-127S	Platform - Two-Man 800 lb Capacity	PLAT	\$6,152



**Attec Industries NJPA Price List
Contract # 012418-Alt**

Item #	Item	Description	Code	2018 NJPA Price
240	AC45-127S	Automatic Transmission	AUTO	\$6,327
241	175	175 four section knuckleboom crane	BASE	\$152,504
242	175	Forestry Grapple Package	FG	\$89,899
243	175	Automatic Transmission	AUTO	\$6,327
244	365	365 four section knuckleboom crane	BASE	\$226,799
245	365	Automatic Transmission	AUTO	\$6,327
246	505	505 six section knuckleboom crane	BASE	\$258,337
247	505	Automatic Transmission	AUTO	\$6,327
248	LS63	63' Hydraulic Telescopic non-insulated aerial - work platform	BASE	\$197,454
249	RL9	Cable Reel Handling and Pulling Special Purpose Vehicle	BASE	\$202,917
250	RL9	All Wheel Drive	AWD	\$23,507
251	LP108	Truck-Mounted Underground and Overhead Cable Handler	BASE	\$375,137
252	LP108	All Wheel Drive	AWD	\$23,507
253	AD108	Arm-Driven Self-Propelled Cable Handler	BASE	\$175,085
254	HLIW1600T	Hotline Insulator Washer	BASE	\$136,237
255	DC1317	13" Capacity Disc Style Chipper with 74 HP Kohler diesel engine	BASE	\$35,238
256	DC1317	Hydraulic pivoting winch	HPW	\$6,557
257	DRM12	12" Capacity Drum Style Chipper with 74HP Kohler Diesel Engine	BASE	\$36,670
258	TRAILER	Single electric axle trailer, 19,000 GVWR Pole Trailer	BASE	\$15,128
259	TRAILER	Tandem electric axle trailer, 26,000 GVWR Pole Trailer	BASE	\$17,563
260	TRAILER	Tandem electric axle trailer, 30,000 GVWR Pole Trailer	BASE	\$19,111
261	TRAILER	16' long walk-in tool trailer	BASE	\$33,075
262	TRAILER	20' long walk-in tool trailer	BASE	\$35,700
263	AF1160	132"L x 96"W x 60"H Chip Dump Body	BASE	\$66,544
264	AF1360	156"L x 96"W x 60"H Chip Dump Body	BASE	\$75,389
265	AF1472	168"L x 96"W x 72"H Chip Dump Body	BASE	\$80,813
266	A108SW	108" L x 78"W fiberglass service body installed on Ford F350 4x4	BASE	\$52,403
267	A108SW	Diesel Engine	DIESEL	\$4,312
268	A108DW	108"L x 94"W steel service body installed on dual wheel Ford F350 4x4	BASE	\$47,524
269	A108DW	Diesel Engine	DIESEL	\$4,312
270	A132DW	132"L x 94"W steel service body installed on dual wheel Ford F450 4x4	BASE	\$55,431
271	A132DW	Diesel Engine	DIESEL	\$4,312

**NOTE: Items from this point down are to be purchased in conjunction with new equipment only

272	ACCESSORY OPTIONS	Biodegradable Hydraulic Oil (Per Gallon)	BDHF	\$38
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Item #	Item	Description	Code	2018 NJPA Price
273	ACCESSORY OPTIONS	Hydraulic Oil Heater, 12V, Adjustable Temperature Range With Programmable Controller	OH	\$1,413
274	ACCESSORY OPTIONS	WATER CASK (Includes Bracket)	BK	\$200
275	ACCESSORY OPTIONS	Hydraulic Oil Cooler, Single Fan	OC	\$425
276	ACCESSORY OPTIONS	Cone Holder, Fold Over Post Style	CH	\$269
277	ACCESSORY OPTIONS	Cab Guard	CG	\$2,775
278	ACCESSORY OPTIONS	Rear Window Guard	RW	\$263
279	ACCESSORY OPTIONS	Ladder Rack	LR	\$1,054
280	ACCESSORY OPTIONS	COMPARTMENT LIGHTS in Body Compartments - Rope LED (Per Compartment)	RL	\$144
281	ACCESSORY OPTIONS	COMPARTMENT LIGHTS in Body Compartments - Strip LED (Per Compartment)	SL	\$144
282	ACCESSORY OPTIONS	DRILL AUGER SET for UT57 Includes Four (4) 18" Long Augers in Sizes of 9/16", 11/16", 13/16", 15/16"	DRA	\$243
283	ACCESSORY OPTIONS	GAS POWERED GENERATOR. Honda 3000 Watt with cover, Recoil Start. Attached to Vehicle with Pins for Easy Removal.	GEN	\$2,395
284	ACCESSORY OPTIONS	HOSE REEL. Spring Loaded for Mounting 25' Conductive Hoses with HTMA Quick Couplings that Come with the Lower Tool Circuit. When it is an available option, Lower Tool Circuit Must be Ordered Separately.	HRS	\$1,351
285	ACCESSORY OPTIONS	COMPLETE 9' CROSS-ARM ASSEMBLY. Includes One (1) 9'x3" Cross-arm, Swivel Support, Brace Pole, Two (2) Brace Clamps, and Three (3) Four Way Conductor Holders	CAA	\$1,628
286	ACCESSORY OPTIONS	LOWER TOOL CIRCUIT	LTC	\$363
287	ACCESSORY OPTIONS	MULTIPLE CONDUCTOR ROLLER. Attaches to End of Jib for Lifting Phases.	MCR	\$478
288	ACCESSORY OPTIONS	JIB ADAPTER. Jib adapter is for Altec 4.1" x 4.1" Square Jibs (Square to Round Conversion)	MCR1	\$563
289	ACCESSORY OPTIONS	EXTRA MANUAL	PSM	\$85
290	ACCESSORY OPTIONS	PURE SINE WAVE INVERTER 1800 Watts Continuous. GFCI Outlet at Rear	PSWI	\$2,477
291	ACCESSORY OPTIONS	PURE SINE WAVE INVERTER.2400 Watts Continuous. GFCI Outlet at Rear.	PSWI2	\$2,806
292	ACCESSORY OPTIONS	PURE SINE WAVE INVERTER 3000 Watts Continuous. GFCI Outlet at Rear.	PSWI3	\$2,986
293	ACCESSORY OPTIONS	12 Volt Receptacle (Cigarette Lighter Style), Weatherproof	VRC	\$270
294	ACCESSORY OPTIONS	120 Volt GFCI Receptacle, Includes Weather-Resistant Enclosure	VRI	\$375
295	ACCESSORY OPTIONS	RADIO REMOTE CONTROLS (Required with Platfrom)	RADIO	\$9,821
296	ACCESSORY OPTIONS	AERIAL DEVICES AND DIGGER DERRICKS. (1) Day Basic Operator Training Class, Up to 15 Students. Good for Anywhere in the United States. Must be Scheduled at Least 3 months in Advance. Does not include instructor travel.	SENTRY1	\$2,425
297	ACCESSORY OPTIONS	CRANES. (2) Day Basic Operator Training Class, Up to 15 Students. Good for Anywhere in the United States. Must be Scheduled at least 3 Months in Advance. Does not include instructor travel.	SENTRY2	\$4,850
298	ACCESSORY OPTIONS	8-POINT HEX SOCKET SET. Set Includes Thirteen (13) Deep Well Sockets of Sizes 3/8" Thru 1-1/8"	HSS8	\$198
299	ACCESSORY OPTIONS	6-POINT HEX SOCKET SET. Set Includes Eleven (11) Deep Well Sockets of Sizes 1/2" Thru 1-1/8"	HSS	\$322



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Item #	Item	Description	Code	2018 NJPA Price
300	ACCESSORY OPTIONS	SOCKET SET for UTS6. Includes Eleven (11) 12-Point Sockets in Sizes of 1" 5/16, 1" 3/8, 1" 7/16, 1" 1/2, 1" 9/16, 1" 5/8, 1" 11/16, 1" 3/4, 1" 13/16, 1" 7/8, 2". All Sockets to be 3/4" Drive.	SOC1	\$248
301	ACCESSORY OPTIONS	NY State DOT lighting package	NYL	\$8,841
302	ACCESSORY OPTIONS	ONE (1) POST-MOUNTED SPOTLIGHT. Mounted on Driver's Side of Chassis. Controls are Extended in Cab for Ease of Operation.	SPOT	\$314
303	ACCESSORY OPTIONS	TWO (2) POST-MOUNTED SPOTLIGHTS. Mounted One (1) on Each Side of the Chassis. Controls are Extended in Cab for Ease of Operation.	SPOT1	\$629
304	ACCESSORY OPTIONS	TWO (2) DECK-MOUNTED SPOTLIGHTS. Mounted on Boom Support to Illuminate the Cargo Area. Each Light has Individual On/Off Switch and can be Directed Wherever Required.	SPOT2	\$513
305	ACCESSORY OPTIONS	FOUR (4) POINT STROBE SYSTEM (LED)	SPOT3	\$545
306	ACCESSORY OPTIONS	SIX (6) POINT STROBE SYSTEM (LED)	SPOT4	\$758
307	ACCESSORY OPTIONS	Spotlight, LED, Mounted to Truck, Can Be Directed Wherever Required.	SPOT5	\$398
308	ACCESSORY OPTIONS	Remote Spot Light, LED, Permanent Mount, With Wireless Dash Mounted Controls And Programmable Wireless Remote	SPOT6	\$688
309	ACCESSORY OPTIONS	Backup Camera System	VCAM	\$890
310	ACCESSORY OPTIONS	TOOL HOLDER FOR PISTOL GRIP CHAINSAW. Slip-On Type for Platform With or Without Liner. Keeps Tool Outside of Platform for Optimum Room.	TH1	\$125
311	ACCESSORY OPTIONS	TOOL HOLDER FOR POLE SAW. Attaches to Boom on Aerial Devices to Keep Tool Accessible and Out of Platform. Attaches to Boom by Means of Non-Conductive Straps and Buckles (Two (2) Pieces).	TH2	\$212
312	ACCESSORY OPTIONS	TOOL HOLDER FOR CIRCLE SAW. Attaches to Boom on Aerial Devices to Keep Tool Accessible and Out of Platform. Attaches to Boom by Means of Non-Conductive Straps and Buckles (Two (2) Pieces).	TH3	\$206
313	ACCESSORY OPTIONS	TOOL HOLDER FOR PRUNER. Attaches to Boom on Aerial Devices to Keep Tool Accessible and Out of Platform. Attaches to Boom by Means of Non-Conductive Straps and Buckles (Two (2) Pieces).	TH4	\$206
314	ACCESSORY OPTIONS	TOOL HOLDER FOR IMPACT WRENCHES AND DRILLS. Clip-On Type for Platform With or Without Liner. Keeps Tool Outside of Platform for Optimum Room.	TH5	\$230
315	ACCESSORY OPTIONS	TOOL HOSES. Second Set. 8' of 3/8" Non-Conductive Orange Hose with Clear Hose Guard on Both Ends. HTMA Couplers Installed Each End. One (1) set of Hoses Come with Vehicle when a Hydraulic Upper Tool is Ordered.	THS	\$194
316	ACCESSORY OPTIONS	HYDRAULIC JACK. 12-Ton with Handle and 4-Way Lug Wrench	TJ	\$217
317	ACCESSORY OPTIONS	TOOL TRAY. Fiberglass, Clips to Outside of Platform With or Without Liner	TT	\$138
318	ACCESSORY OPTIONS	Radial Outriggers, Folding Shoe, 164 Inch Max Spread (Only Available for D2000, D3000, and D4000 Digger Derricks)	RO	\$2,477
319	ACCESSORY OPTIONS	Dica Pads and Pad Holder - 24" x 24" x 1", With Rope Handle (Pair)	DP	\$615
320	TOOL OPTIONS	UHC – MY-TE HY3DHydraulic capstan. Includes a hydraulic foot valve for operation and a mounting bracket. 800lb single line or 1600lb double line lift.	UHC	\$2,978
321	TOOL OPTIONS	UHPP – Hydraulic pole puller. Used to pull poles for replacement. Comes with 7' of 1/2" high tensile chain and a base. Powered by lower tool circuit at 8 gpm.	UHPP	\$1,502



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Item #	Item	Description	Code	2018 NJPA Price
322	TOOL OPTIONS	UHT – Hydraulic tamp. With kidney-shaped head used for back-filling a pole hole. Comes with 3' hose whips and a 3' handle. Powered by lower tool circuit at 8 gpm. Provides 1600 blows perminute with a 2 1/2" stroke.	UHT	\$2,177
323	TOOL OPTIONS	UTS1 – Hydraulic chainsaw, pistol grip. Dual-spool (will work oneither an open center or closed center system) 15" cutting capacitystandard other lengths available.	UTS1	\$1,524
324	TOOL OPTIONS	UTS2 – Hydraulic pole saw. Featuring fiberglass poles and automatic chain oiling. Dual-spool (will work on either an opencenter or closed center system) 15" bar 5' handle. No other lengthbar is available.	UTS2	\$1,664
325	TOOL OPTIONS	UTS3 – Hydraulic circle saw. Featuring fiberglass pole and angled head and special trigger guard that de-activates the saw if removed.Dual-spool (will work on either an open center or closed centersystem) 9" diameter blade.	UTS3	\$1,841
326	TOOL OPTIONS	UTS4 – Hydraulic pruner. Overall length of 84" with a cuttingcapacity of 2 1/4". Pruner has a special trigger guard that de-activates the pruner if removed. This tool is dedicated or will onlywork on open or closed system.	UTS4	\$1,376
327	TOOL OPTIONS	UTS5 – Hydraulic sump pump. Includes 25' of 2 1/2" water hose with fitting for attachment to sump pump. Pump will move 375gpm at a 10' height at 8 gpm. Powered by lower tool circuit.	UTS5	\$2,418
328	TOOL OPTIONS	UTS6 – Hydraulic impact wrench. Maximum output torque of upto 1200 ft/lbs. comes with 3/4" square drive standard. Can be used as drill or as impact. Sockets are available as accessories. This is a dedicated tool and will be matched to the unit system provided.	UTS6	\$2,816
329	TOOL OPTIONS	UTS7 – Hydraulic drill. Uses standard 1/2" Jacobs chuck, and withthe correct bits handle drilling wood, metal or masonry. Speed andtorque proportional to flow and pressure of tool system. Drill has dual-spool for open and closed center system.	UTS7	\$1,924
330	TOOL OPTIONS	UTW – Hydraulic impact wrench. Maximum output torque of 400ft/lbs. Comes with 7/16" quick change chuck to 1/2" drive withadapter. Can be used as drill or as impact. Sockets and drill bits are available as accessories.	UTW	\$1,331
331	TOOL OPTIONS	SPOTLIGHT;PORTABLE MOUNT, SUCTION CUP;MODEL 7901 - WHITE;15' CORD W/CIGARETTE PLUG;5 50 AMPS AVG;CLEAR;WIRELESS HANDHELD REMOTE;RECT.ROTATING-MAGNET BASE;;	T1	\$306
332	TOOL OPTIONS	E-SPOT LITEBOX STANDARD SYSTEM;MULTI C4 LED LANTERN;120V AC / 12V DC;YELLOW;;	T2	\$232
333	TOOL OPTIONS	IMPACT DRILL BIT;QUICK CHANGE CHUCK;18" LONG;9/16" DIAMETER;;	T3	\$29
334	TOOL OPTIONS	DEEP CUT SHIP AUGER BIT; 11/16" DIA X 18" LONG; WOOD OWL 08808;;	T4	\$48
335	TOOL OPTIONS	DEEPCUT UTILITY POLE AUGER BIT; 18" X 13/16"; WOOD OWL BIT 08810;;	T5	\$50
336	TOOL OPTIONS	WOODOWL 08812 DRILL BIT; IMPACT; QUICK CHANGE; 18" LONG; 15/16" DIAMETER;	T6	\$56
337	TOOL OPTIONS	PAD;23.75" X 32" X 1";;ALTEC POLE PULLER MODEL ONLY;UHMW COMPOSITE MATERIAL;WITH HANDLE	T7	\$264
338	TOOL OPTIONS	Burndy HIW716MAG IMPACT WRENCH;STANDARD TORQUE;;;;;	T8	\$1,069
339	TOOL OPTIONS	LPHY750XT KOMPRESSOR;12 TON LOW PRESSURE;;FITS ALL STANDARD BURNDY U DIES	T9	\$2,870
340	TOOL OPTIONS	TELESCOPIC JIB EXTENSION;3.00 IN DIA;36.69 IN L;7 ADJUSTABLE HOLES;;;	T10	\$506
341	TOOL OPTIONS	ALTEC YELLOWJIB STORAGE BAG;VINYL BAG WITH SHOULDER STRAP;36.00" X 3.5" DIAMETER;;;	T11	\$53
342	TOOL OPTIONS	CHANCE WIREHOLDER SHEAVE COMBO;FOR 3" DIAMETER ROUND JIB;2.5" OPENING;;;	T12	\$1,180
343	TOOL OPTIONS	CHANCE WIREHOLDER SHEAVE COMBO;FOR 4" SQUARE JIB;;;	T13	\$1,265
344	TOOL OPTIONS	ALTEC SUPPLY TOOL APRON;YELLOW;24" X 24";18 POCKETS;;;	T14	\$146



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Item #	Item	Description	Code	2018 NJPA Price
345	TOOL OPTIONS	KLEIN SIDE CUTTING LIERS;HIGH LEVERAGE;NE-TYPE;9.00 IN JOURNEYMAN;HD CUTTING;	T15	\$47
346	TOOL OPTIONS	BW-244 BUG WRENCH;5/8" x 9/16" & 5/18" x 3/4";HEAVY DUTY;INSULATED HANDLE;FORGED CONSTRUCTION;REVERSING, 12 PT.;;	T16	\$47
347	TOOL OPTIONS	BUG WRENCH;RATCHET PENTA WITH 0 38 IN;HEX SOCKET;5/16" BALL-TIP HEX;BALL TIP;	T17	\$61
348	TOOL OPTIONS	GREENLEE RATCHETING ACSR CUTTERS	T18	\$647
349	TOOL OPTIONS	GREENLEE HEAVY DUTY RATCHET GUY WIRE CUTTERS;;;FAIRMONT 758.;;	T19	\$756
350	TOOL OPTIONS	BURNDY MD6 CRIMPING TOOL;PERMANENT "D3" & "BG" GROOVES;9,000 LBS OF CRIMPING FORCE;25 3/8" LONG.;;	T20	\$377
351	TOOL OPTIONS	BURNDY MD6-8 CRIMPING TOOL;PERMANENT "D3" & "O" GROOVES;25 3/8" LONG;9,000 LBS OF CRIMPING FORCE;BENT HARDWOOD HANDLES;WITHOUT FIXED NOSE DIE	T21	\$377
352	TOOL OPTIONS	1 1/2 TON LINCOLN STRAP HOIST;;;;;;	T22	\$280
353	TOOL OPTIONS	PELICAN PROGEAR ELITE COOLER;ICE CHEST SERIES;7-10 DAY ICE RETENTION;45 QUART; WHITE;INT. 19"L X 12" W X 12"D;EXT. 29.66"L X 20"W X 19.25"D;35.8 LBS.;	T23	\$238
354	TOOL OPTIONS	PELICAN PROGEAR ELITE COOLER;ICE CHEST SERIES;7-10 DAY ICE RETENTION;35 QUART;WHITE;INT.15.75"L X 12"W X 11.50"D;EXT. 26.41"L X 20"W X 18.75"D;32.28 LBS.;	T24	\$219
355	TOOL OPTIONS	S HOOK;COMPOSITE;FITS ALL STANDARD BUCKETS;;;;;SOLD IN PAIRS	T25	\$29
356	TOOL OPTIONS	HEAVY REINFORCED CANVAS BUCKET;ROUND BUCKET, ROPE SWIVEL SNAP;12" DIAMETER X 15" HIGH;;;;;	T26	\$56
357	TOOL OPTIONS	HEAVY REINFORCED CANVAS BUCKET;OVAL TOOL BUCKET;14" X 7" X 9";16 INSIDE POCKETS;13 OUTSIDE POCKETS;;;THIRTEEN INSIDE POCKETS	T27	\$95
358	TOOL OPTIONS	ORANGE VINYL TOOL BAGS;STANDARD;24" LONG X 10" WIDE X 18" HIGH;;;;;	T28	\$92
359	TOOL OPTIONS	EVOLUTION 6100 FULL BRIM;WHITE HARD HAT;HDPE SHELL, TYPE 1, CLASS C;6 PT POLYESTER SUSPENSION;WHEEL RATCHET, VENTED;;MODEL 280-EV6161V-10;	T29	\$14
360	TOOL OPTIONS	EVOLUTION 6100 CAP STYLE;WHITE HARD HAT;HDPE SHELL, TYPE 1, CLASS E;6 PT POLYESTER TEXTILE;WHEEL RATCHET, VENTED;;MODEL 280-EV6151V-10;	T30	\$11
361	TOOL OPTIONS	SUPERSQUEEZE WOOD POLE FALL;RESTRICTION DEVICE;FOR DISTRIBUTION;WEB WOVEN INNER STRAP;HOOKS ON WOVEN;STRAP; MODEL 488W2Q3.;;	T31	\$625
362	TOOL OPTIONS	POLE FALL RESTRAINT;SUPERSQUEEZE;WITH WEB INNER STRAP;AND WEBGRAB ADJUSTMENT.;;	T32	\$605
363	TOOL OPTIONS	SUPERSQUEEZE WOOD;POLE FALL RESTRICTION;FOR DISTRIBUTION;ROPE INNER STRAP;SNAP HOOKS ON WOVEN STRAP.;;MODEL 488RQ4.;;	T33	\$639
364	TOOL OPTIONS	ROPE LANYARD;BUCK-A-JUSTER.;;8 FT L;WITH BUCKGRAB;	T34	\$278
365	TOOL OPTIONS	CRIMPER;HAND.;;THREE SLOT MANUAL;6GA 4GA 2GA;NON-INSULATED	T35	\$158
366	TOOL OPTIONS	STANLEY ID07 IMPACT DRILL;HYDRAULIC;WITHOUT TRIGGER GUARD;QUICK CHANGE 7/16 IN CHUCK;4 - 12 GPM;750-2000 PSI	T36	\$732
367	WINCH OPTIONS	ECP – MY-RE Electric capstan package. Includes a 12-VDC utility capstanhoist with lb. single-line and 1600-lb. double-line capacity. Usually mounted on curbside rear of vehicle with drum to outside. Worm gear system for positive load handling. No extended shaft. (Does not Include Accessories)	ECP	\$2,244



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Item #	Item	Description	Code	2018 NJPA Price
368	WINCH OPTIONS	GNT – Mid-ship two-speed winch continuous duty planetary drive. 15,000 lb. bare drum capacity, powered level wind, and under floor operation. Swivel sheave at rear and 1,000 ft. of 7/16" cable with eye in one end are provided. Controls for winch, dog, and brake are located in light channel curbside rear. Winch is air shifted with mechanical drum brake. An extended shaft with body tunnel and door collar is provided. Front compartment on street side is default for winch motor and hydraulics.	GNT	\$24,508
369	WINCH OPTIONS	MOUNTED HYDRAULIC CAPSTAN. Mounted Curbside on Front Frame Extension Curbside. (NOTE: May Not Be Required if Truck Has Midship Winch with WES Option)	MHC	\$4,705
370	WINCH OPTIONS	Braden PD35 Bumper Package, 35,000 LB Planetary Gear Single-Speed Hydraulic Winch With Tool Boxes And RH Extended Shaft. Includes 150' of 3/4 Cable and controls in cab and on bumper.	MHW35	\$15,984
371	WINCH OPTIONS	HYDRAULIC FRONT WINCH. 1-speed. 20,000 lb. (Bare Drum) Capacity, Bumper Package. Planetary Drive Winch with Extended Shaft to Curbside. Bumper Package Includes a Four-Way Roller, Gravel Guard, Access Door, Winch Dog, and Two (2) Tow Eyes. Winch Comes with 150' of 1/2" Cable with an Eye in One End. Air Controls are Located Inside the Cab and on the Front Winch.	MHW	\$8,046
372	WINCH OPTIONS	CR REEL BAYONET CAPSTAN. 20" Diameter Collapsible Reel for Wire Take Up and a 7" Bayonet Capstan Drum that Fits Any of the Winch Extended Shafts Provided.	UHB	\$791
373	WINCH OPTIONS	Aluminum Bayonet Capstan Drum (fits any winch extended shaft)	UHBD	\$551

374	DERRICK AUGER OPTIONS	9" Diameter Dirt Auger Full Flight	UA09	\$938
375	DERRICK AUGER OPTIONS	12" Diameter Dirt Auger Full Flight	UA12	\$996
376	DERRICK AUGER OPTIONS	18" Diameter Dirt Auger Full Flight	UA18	\$1,215
377	DERRICK AUGER OPTIONS	24" Diameter Dirt Auger Full Flight	UA24	\$1,456
378	DERRICK AUGER OPTIONS	30" Diameter Dirt Auger Full Flight	UA30	\$1,798
379	DERRICK AUGER OPTIONS	9" Rock Ripper Auger Full Flight	UAR09	\$938
380	DERRICK AUGER OPTIONS	12" Rock Ripper Auger Full Flight	UAR12	\$1,263
381	DERRICK AUGER OPTIONS	18" Rock Ripper Auger Full Flight	UAR18	\$1,285
382	DERRICK AUGER OPTIONS	24" Rock Ripper Auger Full Flight	UAR24	\$2,271
383	DERRICK AUGER OPTIONS	30" Rock Ripper Auger Full Flight	UAR30	\$2,608

384	HIGH PRESSURE DERRICK AUGER OPTIONS	10" Diameter Rock Auger for Pressure Digger	PDR10	\$2,315
385	HIGH PRESSURE DERRICK AUGER OPTIONS	18" Diameter Auger for Pressure Digger	PDR18	\$2,522
386	HIGH PRESSURE DERRICK AUGER OPTIONS	24" Diameter Auger for Pressure Digger	PDR24	\$3,787
387	HIGH PRESSURE DERRICK AUGER OPTIONS	36" Diameter Auger for Pressure Digger	PDR36	\$4,112
388	HIGH PRESSURE DERRICK AUGER OPTIONS	48" Diameter Auger for Pressure Digger	PDR48	\$5,032



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Item #	Item	Description	Code	2018 NJPA Price
389	CHASSIS OPTIONS	Medium Duty CREW CAB	CC	\$7,336
390	CHASSIS OPTIONS	Light Duty SUPER CAB	FSC	\$2,003
391	CHASSIS OPTIONS	Light Duty CREW CAB	FCC	\$2,953
392	CHASSIS OPTIONS	DRIVER CONTROLLED LOCKING DIFFERENTIAL	D1	\$1,447
393	CHASSIS OPTIONS	TRACTION TYPE DIFFERENTIAL (No-Spin) / Automatic Type that Transfers Power from Slipping Wheel to Non-Slipping Wheel	D3	\$1,270
394	CHASSIS OPTIONS	DRIVER AND PASSENGER AIR OPERATED SUSPENSION SEATS	DSS2	\$1,031
395	CHASSIS OPTIONS	ECB - ENGINE COMPRESSION BRAKE	ECB	\$1,079
396	CHASSIS OPTIONS	ENGINE BLOCK HEATER OEM. 110-VAC	EH	\$97
397	CHASSIS OPTIONS	ENGINE EXHAUST BRAKE	EXB	\$719
398	CHASSIS OPTIONS	HYDRAULIC TRANSMISSION RETARDER (Only Available for 7000 Series Models)	HTR	\$10,097
399	CHASSIS OPTIONS	TRAILER LIGHTING CABLE. 110" Coiled Electric Cable with 7-Way Female Trailer Plugs on Each End. To Go With Option TBC or TTP. MUST BE SPECIFIED.	MTL	\$45
400	CHASSIS OPTIONS	MOTORIZED SIDE MIRRORS	RM3	\$458
401	CHASSIS OPTIONS	POWER EQUIPMENT (Power Locks and Power Windows)	FE	\$945
402	CHASSIS OPTIONS	CD PLAYER, CRUISE CONTROL & TILT STEERING	ICD	\$621
403	CHASSIS OPTIONS	IN-TANK FUEL WARMER. Uses Engine Coolant To Warm Fuel in Tank Before Pumping to Engine. Maximum Heated Temperature for Fuel 80 Degrees Under Any Circumstance.	SEHD	\$969
404	CHASSIS OPTIONS	RUSTPROOFING. Manufacturers Standard Rust Proof Installed on Cab and Body and In Doors. RUSTPROOF MATERIAL USED, ANCHOR TUFLEX RP/785, Light Brown in Color or similar	RP	\$299
405	CHASSIS OPTIONS	Medium Duty Spare Tire / Wheel. Shipped Loose with Vehicle Unless STC Option is Ordered. Front Tire	STF	\$1,118
406	CHASSIS OPTIONS	Medium Duty Spare Tire / Wheel. Shipped Loose with Vehicle Unless STC Option is Ordered. Rear Tire	STR	\$1,118
407	CHASSIS OPTIONS	Light Duty SPARE TIRE/WHEEL. Shipped Loose with Vehicle Unless STC Option is Ordered.	FS	\$299
408	CHASSIS OPTIONS	SPARE TIRE CARRIER. Mounted in the Cargo Area of Truck with Chain Retainer.	STC	\$278
409	CHASSIS OPTIONS	ELECTRIC TRAILER BRAKE CONTROLLER. Controls Trailers with Electric Brakes, Wired to 7-Way Plug Next to Pintle Hook	TBE	\$224
410	CHASSIS OPTIONS	VERTICAL EXHAUST. Mounted to Back of Cab. Vertical Tailpipe with Guard and Grab Handle	VES	\$232
411	CHASSIS OPTIONS	70 Gallon Fuel Tank (Medium Duty Chassis Only - Requires Engineering Approval)	FT	\$236
412	CHASSIS OPTIONS	Ford F550 4x2 Super Cab NY DOT package	FDOT	\$49,970
413	CHASSIS OPTIONS	Custom color chassis with approved OEM code for quantities greater than five	PDOT	\$770
414	TRAILER OPTIONS	Set of three (3) winches with nylon straps	WNCH3	\$239
415	TRAILER OPTIONS	Raised Bolsters on platform	BOL	\$127
416	TRAILER OPTIONS	Extended storage area - three (3) feet	ESA3	\$396
417	TRAILER OPTIONS	Extended storage area - six (6) feet (Req'd if EXT8 selected)	ESA6	\$695
418	TRAILER OPTIONS	Rear extender - eight (8) feet	EXT8	\$863



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Item #	Item	Description	Code	2018 NJPA Price
419	TRAILER OPTIONS	Length extension - Both eight (8) and ten (10) feet (Makes both 8" tongue and 10" receiver tubes up to 30' long)	LNGLTH	\$863
420	TRAILER OPTIONS	Additional Bolster (Typically selected when 10" tube is longer than 25')	BOL1	\$176
421	TRAILER OPTIONS	Additional one (1) to two (2) foot tongue length	LNGLTH1	\$258
422	TRAILER OPTIONS	Additional length; three (3) feet on 10" tube	LNGLTH2	\$254
423	TRAILER OPTIONS	Integral reel rack - pocket mount/spindle (Up to three (3) reel racks can be included)	INTRR	\$538
424	TRAILER OPTIONS	Additional reel rack pockets/pair (Can be supplied to make a trailer 'Reel Rack Ready')	RRP	\$46
425	TRAILER OPTIONS	Aluminum pole end light bar	ALUMLT	\$533
426	TRAILER OPTIONS	LED strobes for light bar, two (2) - High tech programmable mini strobes	LEDLT	\$254
427	TRAILER OPTIONS	Custom Paint (excludes red/yellow)	CP	\$254
428	TRAILER OPTIONS	Custom Paint - Yellow, single axle	CPY	\$573
429	TRAILER OPTIONS	Custom Paint - Yellow, tandem axle	CPY1	\$825
430	TRAILER OPTIONS	Galvanized Finish, single axle trailer	GAL1	\$1,380
431	TRAILER OPTIONS	Galvanized Finish, long tandem trailer	GAL2	\$2,071
432	TRAILER OPTIONS	Electric over Hydraulic brakes	BRAKES	\$812
433	TRAILER OPTIONS	3" Pintle eye (in lieu of standard 2.5")	PINTLE3	\$25
434	TRAILER OPTIONS	Rubber Wheel chocks and holders (Qty. two)	CHOCKS	\$51
435	TRAILER OPTIONS	Aluminum underbody boxes (Qty. two)	ALUMBX	\$609
436	TRAILER OPTIONS	Trucklite document holder	DOC	\$12
437	TRAILER OPTIONS	Circuit Breakers in Junction box	CURCUIT	\$36
438	TRAILER OPTIONS	Sliding Stanchion (Set of Four)	SS4	\$711
439	TRAILER OPTIONS	Cross Arm Carrier	CAC	\$396



**Altec Industries NJPA Price List
Contract # 012418-ALT**

Global - Used Equipment			
Model	Chassis Type	Chassis Year	
		2014	2015
A77-T **	6x6	\$ 202,676	\$ 220,376
AA55	4x2	\$ 114,988	\$ 126,161
AA55	4x4	\$ 127,032	\$ 138,165
AC38-127S **	8x6	\$ 223,120	\$ 241,608
AM55	4x2	\$ 122,320	\$ 133,043
AM55	4x4	\$ 137,127	\$ 147,523
AM900-E100 **	6x6	\$ 277,489	\$ 292,716
AT200	4x2	\$ 46,255	\$ 53,625
AT37-G	4x2	\$ 69,758	\$ 77,237
AT37-G	4x4	\$ 71,562	\$ 79,433
D3060B-TR **	6x6	\$ 178,437	\$ 194,127
DB37	Trailer	\$ 96,634	\$ 109,268
DC47-TR	4x2	\$ 123,876	\$ 132,909
DC47-TR	4x4	\$ 136,109	\$ 145,377
DM47-TR	4x2	\$ 123,876	\$ 132,909
DM47-TR	4x4	\$ 136,109	\$ 145,377

** Denotes FET fees were paid when unit was new. Global is not FET exempt.

** All items listed subject to availability, quote provided at time of request detailing options

** Delivery is \$2.00 / mile

** Alternate year models may be available in addition to the ones shown here, they will be discounted / priced appropriately to reflect this.

** Chassis model can be any standard chassis (Ford, Dodge, International, Freightliner, Peterbilt, etc)



**Altec Industries NJPA Price List
Contract # 012418-ALT**

NUECO - Used Equipment					
Model	Chassis Type	Chassis Year			
		2009	2010	2011	2012
AA755-MH	INTERNATIONAL 4300 4X2	\$ 65,900	\$ 69,900	\$ 74,900	\$ 81,900
	INTERNATIONAL 7300 4X4	\$ 67,900	\$ 73,900	\$ 77,900	\$ 84,900
AT37G	FORD F550 4X2	\$ 45,900	\$ 47,900	\$ 59,900	\$ 64,900
	FORD F550 4X4	\$ 49,900	\$ 54,900	\$ 59,900	\$ 68,900
AM55	INTERNATIONAL 4300 4X2	\$ 74,900	\$ 77,900	\$ 84,900	\$ 89,900
	INTERNATIONAL 4300 4X4	\$ 78,900	\$ 84,900	\$ 89,900	\$ 94,900
DM47	INTERNATIONAL 4300 4X2	\$ 74,900	\$ 78,900	\$ 84,900	\$ 115,000
	INTERNATIONAL 4300 4X4	\$ 77,900	\$ 84,900	\$ 89,900	\$ 119,000
TA40	INTERNATIONAL 4300 4X2	\$ 59,900	\$ 62,900	\$ 65,900	\$ 68,900
	INTERNATIONAL 4300 4X4	\$ 64,900	\$ 79,900	\$ 82,900	\$ 72,900
TA41M	INTERNATIONAL 4300 4X2	\$ 61,900	\$ 64,900	\$ 69,900	\$ 74,900

** Denotes FET fees were paid when unit was new.

** All items listed subject to availability, quote provided at time of request detailing options

** Delivery is \$2.00 / mile

** Alternate year models may be available in addition to the ones shown here, they will be discounted / priced appropriately to reflect this.

** Chassis model can be any standard chassis (Ford, Dodge, International, Freightliner, Peterbilt, etc.)



**Altec Industries NJPA Price List
Contract # 012418-ALT**

Service Items		
Altec PN	Description of Contract	2018 NJPA Price
970437357-	CONTRACT;PM INSPECTION;6 MONTH INTERVAL;SMALL AERIAL UNITS 40' AND UNDER WITHOUT MATERIAL HANDLING	\$ 337
970240659-	CONTRACT; PM INSPECTION;1 YEAR INTERVAL;SMALL AERIAL UNITS 40' AND UNDER WITHOUT MATERIAL HANDLING	\$ 448
970437364-	CONTRACT;PM INSPECTION;6 MONTH INTERVAL;MIDSIZE AERIALS UNDER 50' WITH OR WITHOUT MATERIAL HANDLING	\$ 485
970240660-	CONTRACT;PM INSPECTION;1YEAR INTERVAL;MIDSIZE AERIALS UNDER 50' WITH OR WITHOUT MATERIAL HANDLING	\$ 650
970437484-	CONTRACT PM INSPECTION;6 MONTH INTERVAL;LARGE AERIAL UNITS UNDER 65'	\$ 450
970255016-	CONTRACT;PM INSPECTION;1 YEAR INTERVAL;LARGE AERIAL UNITS UNDER 65'	\$ 620
970437489-	CONTRACT;PM INSPECTION;6 MONTH INTERVAL;EXTRA LARGE AERIAL MATERIAL HANDLING UNITS AND LARGE AERIAL ELEVATORS UNDER 100'	\$ 615
970240664-	CONTRACT;PM INSPECTION;1 YEAR INTERVAL;EXTRA LARGE AERIAL MATERIAL HANDLING UNITS AND LARGE AERIAL ELEVATORS UNDER 100'	\$ 864
970437500-	CONTRACT PM INSPECTION;6 MONTH INTERVAL;SMALL AND BACKYARD DERRICKS	\$ 780
970240662-	CONTRACT PM INSPECTION;1 YEAR INTERVAL;SMALL AND BACKYARD DERRICKS	\$ 860
970437494-	CONTRACT PM INSPECTION;6 MONTH INTERVAL;LARGE DERRICKS AND PRESSURE DIGGERS	\$ 815
970240661-	CONTRACT PM INSPECTION;1 YEAR INTERVAL;LARGE DERRICKS AND PRESSURE DIGGERS	\$ 990
970437503-	CONTRACT;PM INSPECTION;6 MONTH INTERVAL;TELESCOPIC BOOM TRUCK CRANES;	\$ 1,356
970240665-	CONTRACT;PM INSPECTION;1 YEAR INTERVAL;TELESCOPIC BOOM TRUCK CRANES;	\$ 1,662
970437515-	CONTRACT;PM INSPECTION;6 MONTH INTERVAL;ALTEC HILINE OR SIMILAR TRANSMISSION AERIAL OVER 75 FOOT	\$ 1,245
970437506-	CONTRACT;PM INSPECTION;1 YEAR INTERVAL;ALTEC HILINE OR SIMILAR TRANSMISSION AERIAL OVER 75 FOOT	\$ 1,449
970254981-	CONTRACT;DOT INSPECTION;1YEAR INTERVAL	\$ 150
970254978-	CONTRACT;PM INSPECTION TRAVEL;1 TRIP/YEAR	\$ 330
970254982-	CONTRACT;DIELECTRIC TEST; CAT B/C; BOOM & LINER & ISO GRIP (WHEN APPLICABLE)	\$ 290

- ** Scheduled Maintenance pricing is for inspections only. Repairs not included.
- ** Scheduled Maintenance maybe purchased up to 5 years in advance.
- ** Non-Altec units may be eligible.
- ** Travel is not included in the above pricing. Travel may be purchased separately with a 3 hour cap.



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: CHIEF OF POLICE

DATE: JULY 24, 2018

SUBJECT: **ESTABLISHMENT OF MILITARY BANNER RECOGNITION PROGRAM**

FISCAL

IMPACT: NONE: ALL FUNDS FOR THE PROJECT ARE PAID BY THE INDIVIDUAL BANNER APPLICANT

SUMMARY:

For quite some time Placentia community members have expressed a desire for the City to establish a military banner recognition program. City Staff have researched the design, cost, application process and banner locations for the establishment of a pilot banner program. The purpose of the program is to honor active duty military service personnel at various banner locations throughout the City (the "Program"). Several Orange County cities have established similar programs, and for consideration of the City Council, is the establishment of a Placentia "Hometown Heroes" military banner program.

This action will approve the implementation of a pilot program that allows family members of full-time active-duty military personnel to honor and display their service through purchasing a personalized banner that will be displayed on arterial Placentia roadway medians. An Ad-Hoc Committee comprised of interested citizen Matthew Nelson, Councilmembers Green and Smith, Veterans Advisory Committee members Ronald Culler and Larry Crawford, along with Staff from the City Administrator's Office, Police Department and Public Works have met and reviewed the Program details and budget, and have made a recommendation to the full Council to approve the establishment of the pilot program. The pilot program will be reviewed in one year to determine viability, cost and continuing interest from the community.

RECOMMENDATION:

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

1. Approve the Military Banner Recognition Program; and
2. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

1.h.
July 24, 2018

DISCUSSION:

Individuals from the community have attended Placentia City Council meetings and contacted the Staff to express their interest in the City having its own military banner program. These individuals have also reached out to the Veterans Advisory Committee Staff Liaison Lt. Brad Butts and expressed their interest in partnering with Placentia to initiate this program. City Staff agrees this program would help to publicly recognize individuals who serve in the armed forces by allowing family members to purchase a banner and sponsor the costs of displaying it on highly visible arterial roadway medians.

Staff research found that most cities display banners for one (1) year, due to their banners beginning to degrade after one (1) year of outdoor exposure. Staff found that Minute Man Press (MMP), a local printing business located in Placentia offered the lowest responsible bid price to print the military banners. The proposed banners that MMP offers include a heavier weight product than other vendors and their price of \$179.00 for each banner includes UV protection and waterproofing. Based upon the extended life of the banner, the heavier vinyl weight, UV protection and waterproofing add-ons, the proposed program will display the banner for up to two (2) years (dependent upon the longevity of the banner). This adds value to program applicants, in comparison to those cities that only display the banners for a one (1) year period. A comparison of the manufacturer's competitive quotes for a banner size of 30" x 60" and the necessary hardware can be found below.

Vendor	UV Protection	Notes	Vendor location	Banner Cost
* Minute Man Press	Yes	Waterproofing included. 18 oz vinyl material	Placentia	\$179.00
The Sauce Creative Services	Yes	13 oz vinyl material	Monrovia	\$177.20
Orora Visual	Yes	Reinforced material for extra strength. 13 oz vinyl material	Fullerton	\$436.40

When factoring in all related costs associated with implementing the proposed Program, Staff found the total cost for each honoree banner is \$260.00. This fee, which is paid by each individual applicant, covers the cost of the banner and hardware, the Police Department receiving applications and working with the individual applicant, Finance to process the payment and Public Works to safely install and remove the banner. After the estimated two (2) year display period, the banner is returned to the applicant. The following is a breakdown of itemized costs which are based upon Placentia's current fee schedule:

Item	Cost
Vendor (Minute Man Press) to Create Banner and Provide Hardware	\$179.00
Applications Administered by Police Dept. V.I.P. Program (Volunteers in Police)	No Fees
Public Works Maintenance Personnel (2) @ 1 Hour (Includes Installation & Removal)	\$ 81.00
Total	\$260.00

In researching the related costs of establishing the Program, Staff identified several cities that also administer a military banner program. The following costs are for the private purchase and administration of the application process, displaying and removing the banner.

Cities	Program Cost
Anaheim	No Cost (Sponsors)
Yorba Linda	\$ 85.00
Orange	\$120.00
Huntington Beach	\$160.00
Fountain Valley	\$200.00
Brea	\$250.00
Costa Mesa	\$275.00
Los Alamitos	\$375.00

Program Details

Honorees must be currently serving as an active-duty member in a full-time capacity in the United States Armed Forces. Branches of service include Air Force, Army, Coast Guard, Marines, National Guard, and Navy. Honorees must have a current place of residence in Placentia, or have an immediate family member (parent, spouse, son, daughter, grandparents) residing in Placentia. Applications will be accepted from August 1st to September 30th each year, allowing time for the banners to be ordered and installed during the month of November in the same year. As previously stated, the banner will remain on display for two (2) years.

The proposed banners would be installed on Kraemer and Yorba Linda Boulevards, which are high-visibility arterial locations and the proposed locations will not impact placement of other banners the City places throughout the City for special events. There are 32 suitable locations on Kraemer Boulevard and they range from north of Crowther Avenue to just north of Golden Avenue. There are also 29 suitable locations along Yorba Linda Boulevard, which run from Bradford Avenue to east of Rose Drive. All 61 light poles can be hung with two banners, creating a maximum of 122 banner sites. Only one banner can be purchased for each individual honoree and banners will be installed in locations at the sole discretion of the City.

An Ad-Hoc Committee was formed to review and make recommendations regarding the proposed pilot program. The Committee was comprised of community member Matthew Nelson, Councilmembers Green and Smith, Veterans Advisory Committee members Ronald Culler and Larry Crawford, along with Staff from the City Administrator's Office, Police Department and Public Works whom all met and reviewed the Program details and budget, and have made a recommendation to the full Council to approve the establishment of the pilot program.

It should be noted that Placentia community member Matthew Nelson is currently securing 501(c)(3) status to assist in the future administration of this pilot banner program and/or to provide a non-profit in which donations can be made to assist low-income families who may not be able to afford a banner on their own. He represents a group of local residents who have the desire to assist in programs that honor Placentia veterans and families of veterans. With the 2018 banner application dates rapidly approaching, we do not expect this community group to assist with this

year's application process. After the first year, and based upon review of the program, it is the City's hope to collaborate with them in future application periods.

Should the City Council approve the pilot program, Staff will begin the application phase of the project and complete all work in order to display the banners starting in November of 2018.

FISCAL IMPACT:

All costs related to the program are paid for by the individual applicants. The total cost for each banner to be produced, safely displayed and removed, and to administer the program is \$260.00. There is no fiscal impact to the City of Placentia for establishment of the proposed program.

Prepared by:



Brad Butts
Lieutenant/Administrative Services

Reviewed and approved:



Darin Lenyi
Chief of Police

Reviewed and approved:



Kim Krause
Director of Finance

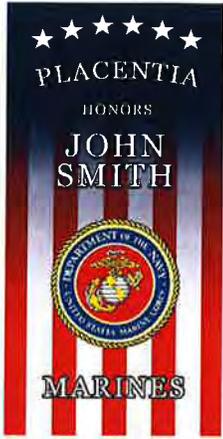
Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Military Banner Recognition Program Application
2. Placentia Banner Design
3. PowerPoint Presentation



City of Placentia

Military Banner Recognition Program

The Military Banner Recognition Program is designed to honor active duty military service personnel. The banner signifies the City's gratitude for their service and commitment to our nation and our community. The designated honoree must be currently serving as active duty in a full-time capacity in the United States Armed Forces (Air Force, Army, Coast Guard, Marines, National Guard, or Navy) and currently residing in Placentia or have an immediate family member (parent, spouse, son, daughter, or grandparents) residing in Placentia. Please attach proof with this application. Applications are accepted from August 1st to September 30th of every year. Banners are installed during the month of November and will remain on display for a period of two (2) years.

APPLICANT INFORMATION

Please type or print legibly.

Contact Name:

Mailing Address:

Phone Number: Email Address:

Relationship to the Honoree:

HONOREE INFORMATION

* Honoree's Name to be Printed on Banner:

*Twelve (12) Character Limit Per Line (Maximum Two Lines).

Honoree's Branch of Service:

*The City is not responsible for any errors in the applicants spelling of the honoree. Please verify the spelling for accuracy prior to submitting this application.

PAYMENT INFORMATION

Please submit completed application and payment in the amount of **\$260.00** to the City of Placentia, Attn: Police Department, Military Banner Program, 401 E. Chapman Avenue, Placentia, CA 92870. Payment must be received with this application in order to be processed.

Payment Method: Credit Card Check Check #: Payable to "City of Placentia"

TERMS

I understand by signing below that banners will be displayed on light poles along sections of Kraemer Boulevard and Yorba Linda Boulevard. The location of the banner will be at the City's discretion. Due to the limited amount of street light poles, only one (1) banner per honoree will be accepted. Honoree's name will be printed on both sides of the banner with the honoree's branch of service. The Military Banner will be on display for two (2) years from the date of installation and the Military Banner will be returned to the applicant identified on this form.

Signature: _____ Date: _____

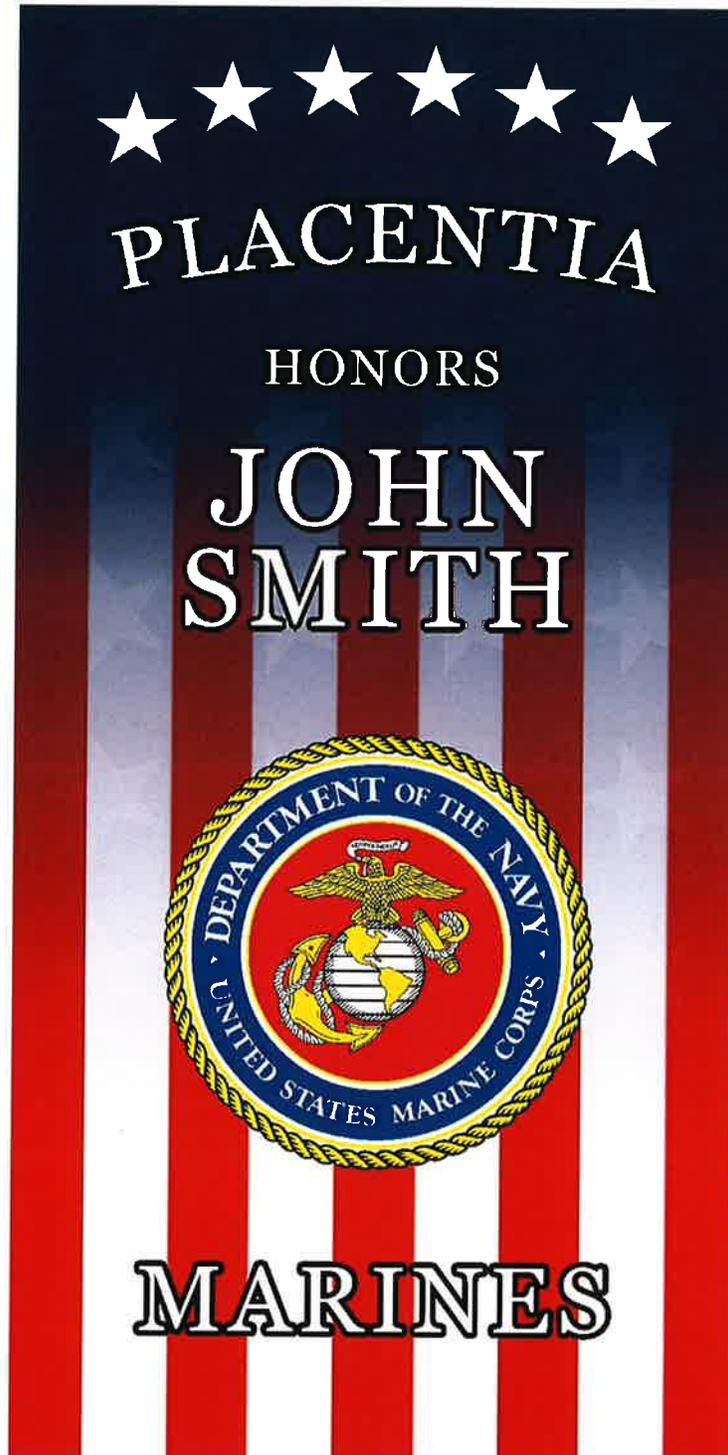
FOR OFFICE USE ONLY: Denied Approved: Date of Installation _____ Application No. _____

Applicant should retain a copy of this application for his/her records.

City of Placentia ♦ 401 E. Chapman Ave. Placentia, Ca 92870 ♦ Phone (714) 993-8225

CITY OF PLACENTIA
MILITARY BANNER RECOGNITION PROGRAM

Banner Design





City of Placentia



**City Council Meeting
July 24, 2018**

Military Banner Recognition Program

- The purpose of the program is to honor full-time active-duty military service personnel by displaying personalized banners along Kraemer and Yorba Linda Boulevards.
- Banner honorees must be currently serving in one of the branches of the United States Armed Forces, including Air Force, Army, Coast Guard, Marines, National Guard, and Navy.



Evolution of the Program

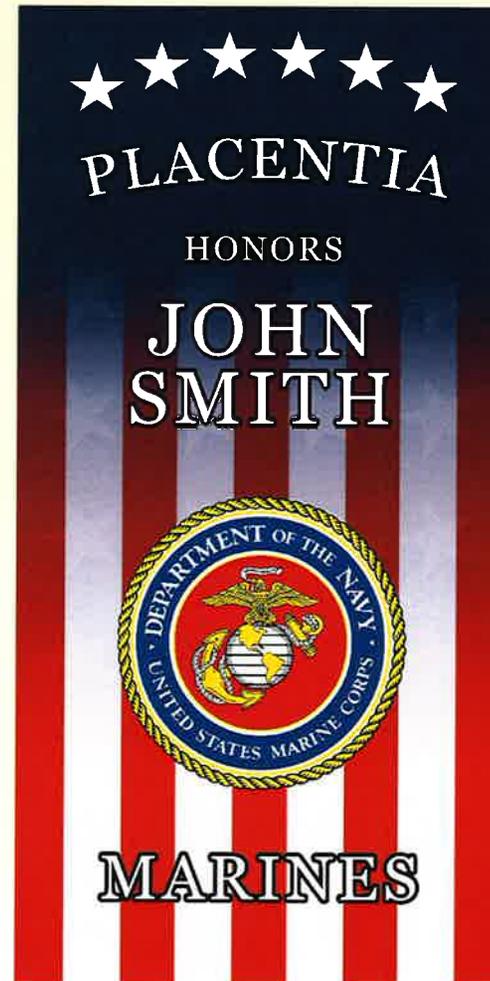
- The community expressed their desire for a military banner program.
- City Staff discussed the feasibility of the program.
- An Ad Hoc Committee was formed and comprised of Council Members Craig Green and Ward Smith, Veterans Advisory Committee Members Ronald Culler and Larry Crawford, Placentia resident Matthew Nelson, and City Staff including City Administrator Damien Arrula, Assistant to the City Administrator/ Economic Development Manager Jeannette Ortega and Lieutenant Brad Butts.
- Ad Hoc Committee meeting topics discussed were program eligibility and implementation, banner design, cost, application process, and administering the program.
- The Ad Hoc Committee unanimously supported the implementation of a pilot military banner program.



Banner Design

Features:

- UV Protection
- Waterproofing Applied
- 30" x 60"
- Heavy Weight Material
- Up to Two (2) Years Display Life



Program Cost

- No Fiscal Impact
- Source of Funds: The program is funded entirely by individual banner applicants.
- Itemized Cost for Banner Applicants:

Item	Cost
Customized Banner, 18 oz., UV/Waterproofing Protection, Hardware Included	\$179.00
Applications Administered by Police Dept. V.I.P. Program (Volunteers in Police)	No Fees
Public Works Maintenance Personnel (2) @ 1 Hour (Includes Installation & Removal)	\$ 81.00
Total	\$260.00





Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF DEVELOPMENT SERVICES

DATE: JULY 24, 2018

SUBJECT: **ZONING CODE AMENDMENT 2018-02 AMENDING CHAPTER 23.90 OF TITLE 23 (ZONING) OF THE PLACENTIA MUNICIPAL CODE PERTAINING TO THE REGULATION OF TEMPORARY SIGNS AND POLITICAL SIGNS**

FISCAL

IMPACT: No fiscal impacts are anticipated with the review of this ordinance.

SUMMARY:

The City of Placentia (City) proposes a Zoning Code Amendment (ZCA 2018-02, ZCA) whereby Chapter 23.90 (Signs-Advertising Structures) of Title 23 (Zoning) of the Placentia Municipal Code (PMC) would be amended specifically pertaining to the regulation of temporary signs and political signs. On July 10, 2018, the Planning Commission unanimously recommended approval of the ZCA and recommended that the City Council find that adoption of the ZCA is exempt from environmental review pursuant to the provisions of the California Environmental Quality Act (CEQA), Section 15061(b)(3).

RECOMMENDATION:

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

1. Open the Public Hearing concerning Zoning Code Amendment 2018-02; and
2. Receive the Staff Report, consider all public testimony, ask any questions of Staff; and
3. Close the Public Hearing; and
4. Find that adoption of Zoning Code Amendment No. 2018-02 is exempt from environmental review pursuant to the provisions of the California Environmental Quality Act (CEQA), Section 15061(b)(3) in that the proposed Code Amendments are not expected to create a negative impact on the physical environment and it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment; and
5. Waive full reading, by title only, and introduce for first reading Ordinance No. O-2018-XX, an Ordinance of the City Council of the City of Placentia, California, Amending Placentia Municipal Code Chapter 23.90 Regarding Signs.

2.a.
July 24, 2018

BACKGROUND:

Reed v. Town of Gilbert

Reed v. Town of Gilbert, is a 2015 Supreme Court case in which the Court found that provisions in a town's sign code ordinance imposed more stringent restrictions on signs directing the public to a meeting of a non-profit group than it did on signs conveying other messages. The Court determined that the provisions of the sign code were content based regulations of speech because the restrictions in the sign code that applied to any given sign depended entirely on the communicative content of the sign. The provisions of the code did not survive strict first amendment scrutiny because the town could not feasibly claim that placing limits on temporary directional signs were necessary to beautify the town while at the same time allowing unlimited numbers of other types of signs that created the same problem. Additionally, the Court said that the town was not able to show that limiting temporary directional signs was necessary to eliminate threats to traffic safety, while limiting other types of signs was not. In summary, the Court found that temporary signs, whether political in nature, religious in nature, or otherwise, must be treated equally, and cannot be treated differently based on content.

On July 10, 2018, the Planning Commission conducted a public hearing regarding ZCA 2018-02, and unanimously recommended approval of the ZCA and also recommended that the City Council find that adoption of the ZCA is exempt from environmental review pursuant to the provisions of the California Environmental Quality Act (CEQA), Section 15061(b)(3).

DISCUSSION:

Draft Ordinance Amending Chapter 23.90

The draft ordinance as recommended for adoption by the Planning Commission would amend Placentia Municipal Code Chapter 23.90 to eliminate inconsistencies with the Supreme Court ruling (Reed v. Town of Gilbert) as follows:

- The definition of political sign within Section 23.90.010 would be deleted and is replaced with the definition of temporary sign.
- The reference to temporary political signs within Section 23.90.060 would be deleted.
- Section 23.90.120 would be amended to address all temporary signs and would no longer address political signs.
- The reference to temporary advertising within Section 23.90.130 would be deleted.
- The reference to temporary advertising within Section 23.90.150 would be deleted.
- The reference to temporary advertising devices within Section 23.90.180 would be deleted and replaced with temporary signs.

- The reference to temporary advertising devices within Section 23.90.190 would be deleted and replaced with temporary signs.
- The reference to temporary advertising devices within Section 23.90.200 would be deleted and replaced with temporary signs.
- The reference to temporary advertising signs and devices within Section 23.90.would be deleted and replaced with temporary signs.

Additional Language Recommended by Staff

Subsequent to the Planning Commission recommendation on July 10, 2018, Staff working in concert with the City's legal counsel, recommends a minor amendment to the Ordinance recommended for approval by the Planning Commission:

23.90.120 Temporary signs.

General. Temporary signs are allowed in all districts subject to the following limitations:

(a) Private Property

- (1) Removal. All temporary signs shall be removed within ninety days of their placement **and no less than seven days after the event advertised on the sign has occurred.**

Adding the preceding, underlined and bold language adds additional performance standards regarding the timely removal of temporary signs and Staff recommends incorporating this language in the adopted Ordinance.

CEQA:

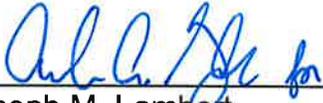
The proposed zoning code amendment was reviewed by Staff in accordance with the requirements of the CEQA. Based on that review, Staff recommends that the City Council find that adoption of ZCA 2018-02 is exempt from environmental review pursuant to the provisions of the CEQA Section 15061(b)(3) in that the proposed Code Amendments are not expected to create a negative impact on the physical environment and it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. On July 10, 2018, the Planning Commission unanimously recommended approval of the ZCA and recommended that the City Council find that adoption of the ZCA is exempt from CEQA pursuant to Section 15061 (b)(3) of the CEQA Guidelines.

CONCLUSION:

The City Attorney's office, in conjunction with Staff, has prepared an Ordinance whereby Chapter 23.90 (Signs-Advertising Structures) of Title 23 (Zoning) of the PMC is amended so that references to temporary political signs and temporary advertising signs are deleted and a new

section is added to regulate all temporary signs, which addresses concerns raised in Reed v. Town of Gilbert. The attached Ordinance would result in the approval of ZCA 2018-02 whereby Chapter 23.90 (Signs-Advertising Structures) of Title 23 (Zoning) of the Municipal Code would be amended to address concerns raised in Reed v. Town of Gilbert.

Prepared by:



Joseph M. Lambert
Director of Development Services

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Ordinance No. O-2018-XX

ORDINANCE NO. O-2018-07

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF PLACENTIA, CALIFORNIA AMENDING PLACENTIA
MUNICIPAL CODE CHAPTER 23.90 REGARDING SIGNS**

City Attorney Summary

This Ordinance would amend Chapter 23.90 (Signs-Advertising Structures) of the City of Placentia Municipal Code specifically pertaining to the regulation of temporary signs and political signs. This Ordinance would result in the following amendments: The definition of political sign within Section 23.90.010 would be deleted and is replaced with the definition of temporary sign; The reference to temporary political signs within Section 23.90.060 would be deleted; Section 23.90.120 would be amended to address all temporary signs and would no longer address political signs; The reference to temporary advertising within Section 23.90.130 would be deleted; The reference to temporary advertising within Section 23.90.150 would be deleted; The reference to temporary advertising devices within Section 23.90.180 would be deleted and replaced with temporary signs; The reference to temporary advertising devices within Section 23.90.190 would be deleted and replaced with temporary signs; The reference to temporary advertising devices within Section 23.90.200 would be deleted and replaced with temporary signs; and, the reference to temporary advertising signs and devices within Section 23.90 would be deleted and replaced with temporary signs.

WHEREAS, the City of Placentia has the authority, under its police power, to enact regulations for the public peace, morals, and welfare of the City; and

WHEREAS, the City of Placentia desires to amend portions of its Zoning Code pertaining to political and temporary signs in light of the United States Supreme Court's opinion in Reed v. Town of Gilbert; and

WHEREAS, it is the intent of the City Council to provide for fair and equal treatment of sign users; and

WHEREAS, all legal prerequisites prior to the adoption of this ordinance have occurred.

NOW, THEREFORE, THE MAYOR AND THE CITY COUNCIL OF THE CITY OF PLACENTIA HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Municipal Code Amendment. Sections 23.90.010 (Definitions), 23.90.060 (Exceptions), 23.90.120 (Temporary political signs), 23.90.130 (Temporary advertising for new residential developments), 23.90.140 (Off-site directional signs), 23.90.150 (Temporary advertising for developments other than new residential developments) 23.90.180 (Signs in the commercial district), 23.90.190 (Signs in the Santa Fe commercial districts), 23.90.200 (Signs in the industrial districts) and

23.90.210 (Signs for service stations) of Title 23 (Zoning) are hereby amended to provide as follows:

The definition of political sign within section 23.90.010 is hereby deleted and the definition of temporary sign has been replaced.

The reference to temporary political signs within section 23.90.060 is hereby deleted and replaced with temporary signs.

Section 23.90.120 is hereby amended to address all temporary signs and no longer addresses temporary political signs.

The reference to temporary advertising within section 23.90.130 is hereby deleted.

The reference to temporary advertising within section 23.90.150 is hereby deleted.

The reference to temporary advertising devices within section 23.90.180 is hereby deleted and replaced with temporary signs.

The reference to temporary advertising devices within section 23.90.190 is hereby deleted and replaced with temporary signs.

The reference to temporary advertising devices within section 23.90.200 is hereby deleted and replaced with temporary signs.

The reference to temporary advertising signs and devices within section 23.90.210 is hereby deleted and replaced with temporary signs.

"23.90.010 Definitions.

For the purpose of this chapter, certain terms used herein are defined as follows:

"Balloon" means an inflatable bag or other inflatable device of any size.

"Billboard" means any sign usually designed for use with changing advertising copy, and which is normally used for the advertisement of goods produced or services rendered at a location other than the premises on which the sign is located.

"Building frontage" means the lineal extent of a building or unit along either a street or a public parking area serving the business, not including loading or service areas.

"Business identification sign" means any sign erected or maintained for the purpose of identifying a bona fide business being conducted upon the premises on which the sign is located.

"Cabinet sign" means a fixed, self-contained, electrically illuminated sign.

“Center identification sign” means a free-standing sign structure containing the name identifying an integrated business development, and may also include identification signs on which the names and nature of business only within the development are uniformly displayed.

“Channel letter sign” means a sign consisting of a series of individual fixed letters, symbols or logos each illuminated by a fixed power source which is either exposed or inside the building on which the sign is attached.

“Doubleface sign” means a single sign with two (2) parallel signs faces back to back.

“Electric sign” means an advertising structure served or energized with electrical current for purpose of illuminating or for any other purpose.

“Free-standing sign” means any permanent sign not attached to a building.

“Freeway” means a highway with respect to which the owners of abutting lands have no right of easement or access to or from their abutting lands, or in respect to which such owners have only limited or restricted easement or access, and which is declared to be such in compliance with the Streets and Highways Code of the state.

“Integrated development” means a development consisting of five (5) or more interrelated business establishments, in separate units, using common driveways and on site parking facilities.

“Monument sign” means a low profile sign, not exceeding four (4) feet in height, supported by a solid pedestal extending under the entire length of the sign.

“Nonadvertising sign” means any sign posted on private property containing thereon a regulatory or warning notice, and upon which no advertising matter is displayed.

“Off-premises freeway sign” means an outdoor advertising sign adjacent to or visible from the freeway identifying a business at some location other than the property where the sign is displayed and does not include billboards.

“Permanent reader panel” means a permanently constructed changeable copy bulletin board lighted or unlighted with detachable precut letters and figures.

“Portable sign” means any movable external sign that is not permanently secured or attached to an approved structure, support or anchor.

“Projecting sign” means any sign which is affixed or attached to, and is supported solely by a building wall or structure, or parts thereof, and extends beyond building wall, or structure or parts thereof more than twelve (12) inches and whose angle of incidence to said building wall, structure or parts thereof, is greater than thirty (30) degrees.

“Roofline” means the height above finished grade of the uppermost beam, rafter, ridge board, or purlin of any building.

“Roof sign” is any sign erected, constructed and maintained wholly upon or over the roof of any building with the principal support on the roof structure.

“Sign” means and includes every announcement, declaration, demonstration, display, illustration, insignia, surface or space when erected or maintained in view of the general public for identification, advertisement or promotion of the interests of any business or person.

“Sign area” means the entire area within the outside border of the sign. The area of a sign having no continuous border or lacking a border shall mean the entire area within a single continuous perimeter formed by no more than eight (8) straight lines enclosing the extreme limits of writing, representations, emblem, or any figure or similar character, together with any frame or other material or color forming an integral part of the display or used as a border excluding the necessary supports or uprights on which such sign is placed. Where a sign has two (2) or more faces, the area of all faces shall be included in determining the area of the sign, except that where two such faces are placed back to back and are at no point more than three (3) feet from one another, the area of the sign shall be taken as the area of one (1) face if the two (2) faces are of equal area, or as the area of the larger face if the two (2) faces are of unequal area.

“Street frontage” means the lineal extent of a parcel of land along a street.

“Temporary sign” means any sign, not permanently attached to the ground or a structure, which is installed or placed for a limited duration.

“Wall sign” includes all flat signs, either of solid face construction or individual letters, which are placed against the exterior wall of any building or structure and extending not more than one (1) foot from the face of the building and having the advertisement on one (1) face only.

23.90.060 Exemptions.

The following nonilluminated signs shall be permitted in all districts with no permit required, subject to the limitations provided in this chapter, or as otherwise provided by state law:

(1) One (1) double-faced real estate sign not exceeding six (6) feet in area nor four (4) feet in height, pertaining to the sale or rental of the property on which displayed, provided that not more than one (1) sign per street frontage is allowed, and provided that such sign shall be removed at the time the property is sold or rented;

(2) One (1) professional nameplate or occupational sign denoting only the name and occupation of an occupant in a commercial building or public institutional building, provided that said sign does not exceed two (2) square feet in area and is

attached to and mounted parallel to the face of the building not exceeding four (4) inches from the wall;

(3) One (1) single-faced identification nameplate or sign on an apartment house, boarding or rooming house or similar uses, not exceeding three (3) square feet in area; provided that said sign is attached to and mounted parallel to the face of the building not exceeding four (4) inches from the wall;

(4) One (1) nameplate, denoting only the name of occupants of a dwelling, and not exceeding two (2) square feet in area not located closer than two (2) feet to the property line;

(5) Traffic or other municipal signs, legal notices, railroad crossing or danger signs;

(6) Nonadvertising warning signs or trespass signs on private property, posted no closer than one hundred (100) feet apart, not exceeding two (2) feet in area;

(7) Nonadvertising signs of public utility companies as may be required in their operations in providing services for the health and welfare of the general public, or as required by any law or regulations of the state or any agency thereof;

(8) One (1) sign per street frontage identifying the development and denoting the architect, engineer or contractor, when placed upon work under construction; provided, however, that no such sign shall exceed thirty-two (32) square feet in area nor eight (8) feet in height;

(9) On-site directional signs for public and private developments, denoting the entrance, exit and direction of traffic flow and not exceeding four (4) square feet in area; provided such sign is not prohibited or further regulated by other sections of this title or any other ordinance of the city;

(10) Nonadvertising displays commemorating legal holidays; providing, however, that said displays are not detrimental to public health, safety and general welfare;

(11) Off-site directional signs for the location of open houses, new residential developments, and garage sales not exceeding three (3) square feet in area and subject to the regulations in Section 23.90.140;

(12) Temporary signs subject to the regulations in Section 23.90.120

23.90.120 Temporary signs.

General. Temporary signs are allowed in all districts subject to the following limitations:

(A) Private Property

(1) Removal. All temporary signs shall be removed within ninety days of their placement and no less than seven days after the event advertised on the sign has occurred;

(2) No temporary sign shall be placed in any manner or location that would negatively affect or interfere with pedestrian or vehicular traffic;

(3) Sponsor Identification. The name, address, and telephone number of the person or organization responsible for posting a temporary sign shall be affixed to each sign in a permanent waterproof manner;

(4) In all zones, no more than three (3) temporary signs may be placed on the same property, and the total area of all the signs on the property may not exceed 30 square feet. If, however, there is more than one dwelling unit on the property, the maximum number of signs on the property shall be the greater of three or the number of dwelling units, provided that (i) each unit exceeding three signs on the property shall be attached to a dwelling; (ii) the total square footage of signs shall not exceed the product of 10 times the number of dwelling units, and; (iii) no individual sign exceeds 30 square feet.

(B) Public Property

Temporary signs are prohibited in the following locations:

(1) Public-Right of Way. No temporary sign shall be posted within a right-of-way (including, but not limited to, sidewalks, utility poles, light standards, median islands, tract entry planters, treewells, parkways, or on any traffic control sign or device).

(2) Public Facilities. No temporary sign shall be posted on any building or any land owned or controlled by the city. This section shall not, however, pertain to any building or land rented out by the city to an individual or party which agreement authorizes such signage.

23.90.130 Signs at new residential developments.

New residential developments located within the city limits which offer ten (10) or more units for sale or lease may erect signs subject to the following limitations:

(1) On-Site Signs. One sign per street frontage may be located within the boundaries of the development. Such signs shall not exceed one hundred (100) square feet in area or twenty-five (25) feet in height.

(2) Off-Site Signs. Three (3) signs may be located outside the boundaries of the development being advertised. Such signs shall not exceed thirty-two (32) square feet in area or fifteen (15) feet in height. These signs may only be erected on vacant property.

(3) Approval Required. Signs shall be subject to the review and approval of the director of development services. Sign permits shall be valid for one (1) year, or until all units have sold, whichever occurs first. As a condition of approval, a two hundred dollar (\$200.00) cash bond and right of entry agreement shall be required in order to guarantee prompt removal upon expiration of approval period.

23.90.150 Signs for developments other than new residential developments.

(A) Signs for new developments or for lease of existing developments other than residential projects shall be permitted subject to the following:

(1) One (1) free-standing sign per street frontage may be erected. Such signs shall not exceed thirty-two (32) square feet in area, nor eight (8) feet in height;

(2) One (1) wall sign per building frontage may be displayed. Such signs shall not exceed one (1) square foot per lineal foot of building frontage, provided, however that no sign shall exceed fifty (50) square feet;

(3) Signs shall not be displayed for more than one (1) year.

(4) Permits are required for pursuant to Sections 23.90.030 and 23.90.040.

23.90.180 Signs in commercial districts.

The following regulations shall apply to all signs and outdoor advertising structures in the "C-0," "C-1," "C-2," "C-M," and "T-C" districts.

(1) No sign shall be permitted that does not pertain directly to an approved business conducted on the premises.

(2) All signs, except those provided for in Section 23.90.120, temporary signs, shall be permanent in nature and shall be consistent with and reflect the architectural design of the building with which they are associated.

(3) The total sign area permitted per building frontage shall not exceed one (1) square foot per lineal foot of the building frontage on which the sign is located, subject to the following:

(a) Building frontages may not be combined to permit a larger sign on any one (1) building frontage.

(b) Signs shall be attached to the building or canopy, parallel to the building face. No portion of a channel letter or non-illuminated sign shall project more than six (6) inches, and no portion of a cabinet sign shall project more than twelve (12) inches from the face of the building or structure to which it is attached.

(4) Businesses in an integrated development shall comply with a uniform

sign program approved by the director of development services.

(5) In addition to the above, businesses occupying the entire building area on a parcel with a street frontage of at least one hundred (100) feet on one street may be permitted a free-standing monument sign subject to the following:

(a) Sign area per street frontage shall not exceed twenty (20) square feet per one hundred (100) lineal feet of the street frontage on which the sign is located, provided, however, that no one sign shall exceed three hundred twenty (320) square feet.

(b) Maximum height of free-standing signs shall not exceed eight (8) feet above the public sidewalk.

(c) Signs shall reflect the architectural design of the building with which they are associated.

(d) No portion of any sign or supporting structure shall be located closer than five (5) feet to any property line, nor be located in such a manner as to constitute a hazard to pedestrian or vehicular traffic.

(e) No sign is permitted for frontages on local residential streets.

(f) All free-standing signs shall include the address of the business in numerals and/or letters at least six (6) inches high. Addresses shall not be obscured by landscaping or other obstructions.

(6) In addition to the above, one (1) center identification sign per street frontage is required for integrated developments of five (5) or more separate units, subject to the following:

(a) The sign area shall not exceed thirty (30) square feet per one hundred (100) lineal feet of street frontage on which the sign is located; provided, however, that the maximum sign area shall not exceed three hundred twenty (320) square feet per sign.

(b) No sign shall exceed the height of the building with which it is associated.

(c) Signs shall reflect the architectural design of the building with which they are associated.

(d) No portion of any sign or supporting structure shall be located closer than five (5) feet to any property line, nor be located in such a manner as to constitute a hazard to pedestrian or vehicular traffic.

(e) No sign is permitted for frontages on local residential streets.

(f) All free-standing signs shall include the address of the business in numerals and/or letters at least six (6) inches high. Addresses shall not be obscured by landscaping or other obstructions.

(7) Businesses not located in integrated developments of five (5) or more units and located on a parcel with at least one hundred (100) lineal feet of street frontage on one (1) arterial street shall be permitted one (1) free standing monument sign per center subject to the same requirements in subsection (5) of this section.

(8) Signs oriented to freeway traffic shall be permitted subject to the following limitations:

(a) For properties adjacent to a freeway or freeway ramp, businesses are permitted a wall sign facing the freeway subject to the limitations of subsection (3) of this section, or a freestanding sign subject to the following:

(i) Total sign area shall not exceed thirty (30) square feet per one hundred (100) lineal feet of freeway frontage, provided, however, that the maximum sign area shall not exceed three hundred (300) square feet.

(ii) No sign shall exceed twenty (20) feet in height above the freeway driving surface.

(9) Window signs, including signs painted on windows and banners, shall be permitted subject to the following:

(a) They shall be permitted only inside a window of the business to which such signs pertain;

(b) Total area occupied by such signs shall not exceed more than twenty-five (25) percent of the window area through which they are displayed;

(c) Signs shall be displayed in a neat and orderly manner and shall not contain any words, symbols or pictures that may be offensive to the general public;

(d) Painted signs shall consist of lettering and/or random figures, the painting of solid areas shall be prohibited, except for seasonal holiday displays;

10) Signs for service stations shall comply with the provisions of Section 23.90.210.

23.90.190 Signs in the Santa Fe commercial district.

The following regulations shall apply to all signs and outdoor advertising structures in the "SF-C" district.

(1) No sign shall be permitted that does not pertain directly to an approved business conducted on the premises.

(2) All signs, except those provided for in Section 23.90.120, temporary signs, shall be permanent in nature and shall be consistent with and reflect the architectural design of the building with which they are associated.

(3) The total sign area permitted per building frontage shall not exceed one (1) square foot per lineal foot of the building frontage on which the sign is located, subject to the following:

(a) Building frontages may not be combined to permit a large sign on any one (1) building frontage.

(b) Signs shall be attached to the building or canopy, parallel to the building face. No portion of a channel letter or non-illuminated sign shall project more than six (6) inches, and no portion of a cabinet sign shall project more than twelve (12) inches from the face of the building or structure to which it is attached, except that on two story buildings, a projecting sign may be substituted in place of the business identification sign permitted pursuant to subsection (4) of this section subject to the following:

(i) The total sign area permitted shall not exceed one (1) square foot per lineal foot of building frontage from which the sign projects.

(ii) Each face of a double-faced projecting sign may be one (1) square foot per linear foot of building frontage.

(iii) A projecting sign shall maintain a minimum distance of twelve (12) inches between the building face and the sign.

(iv) A projecting sign shall not extend more than three (3) feet from the building face.

(v) An encroachment permit shall be required, where signs extend into the public right-of-way.

(4) Business identification signs shall consist of one (1) of the following:

(a) Sandblasted wood or equivalent synthetic material;

(b) Internally illuminated individual channel letters;

(c) Nonilluminated individual letters such as die cut metal, foam or channel letters;

(d) Canopy signs;

(e) Signs painted directly on buildings except for building frontages along Santa Fe and Bradford Avenues.

(5) Window signs, including signs painted on windows and banners, shall be permitted subject to the following:

(a) They shall be permitted only inside a window of the business to which such signs pertain;

(b) Total area occupied by said signs shall not exceed more than twenty-five (25) percent of the window area through which they are displayed;

(c) Signs shall be displayed in a neat and orderly manner and shall not contain any words, symbols or pictures that may be offensive to the general public;

(d) Painted signs shall consist of lettering and/or random figures, the painting of solid areas shall be prohibited, except for seasonal holiday displays;

23.90.200 Signs in industrial districts.

The following regulations shall apply to all signs and outdoor advertising structures in the "M" district:

(1) No sign shall be permitted that does not pertain directly to an approved business conducted on the premises.

(2) All signs, except those provided for in Section 23.90.120, temporary signs, shall be permanent in nature and shall be consistent with and reflect the architectural design of the building with which they are associated.

(3) The total sign area permitted per building frontage shall not exceed one (1) square foot for each two (2) lineal feet of building frontage on which the sign is located, subject to the following:

(a) Maximum size of any sign shall be one hundred (100) square feet.

(b) Building frontages may not be combined to permit a larger sign on any one (1) building frontage.

(c) Signs shall be attached to the building or canopy, parallel to the building face. No portion of a channel letter or non-illuminated sign shall project more than six (6) inches, and no portion of a cabinet sign shall project more than twelve (12) inches from the face of the building or structure to which it is attached.

(4) Businesses in an integrated development shall comply with a uniform sign program approved by the director of developmental services.

(5) Businesses occupying the entire building area on a parcel with a street frontage of at least one hundred (100) feet on one (1) street may be permitted a free-standing monument sign subject to the following:

(a) Sign area per street frontage shall not exceed twenty (20) square feet per one hundred (100) lineal feet of the street frontage on which the sign is located, provided however, that no one (1) sign shall exceed sixty (60) square feet.

(b) Maximum height of the sign shall not exceed four (4) feet in height.

(c) No portion of any sign or supporting structure shall be located closer than five (5) feet to any property line, nor be located in such a manner as to constitute a hazard to pedestrian or vehicular traffic.

(d) No sign is permitted for frontages on local residential streets.

(e) All free-standing signs shall include the address of the business in numerals and/or letters at least six (6) inches high. Addresses shall not be obscured by landscaping or other obstructions.

(6) In addition to the above, one (1) center identification sign per street frontage is permitted for integrated developments of five (5) or more separate units, subject to the same regulations stipulated in subsection (5) of this section.

(7) Signs for service stations shall comply with the provisions of Section 23.90.210.

(8) Signs oriented to freeway traffic shall be permitted subject to the following limitations:

(a) For properties adjacent to a freeway or freeway ramp, businesses are permitted a wall sign facing the freeway subject to the limitations of Section 23.90.200(3).

(b) For properties having freeway exposure, businesses are permitted a wall sign facing the freeway subject to the limitations of subsection (3) of this section.

23.90.210 Signs for service stations.

The following regulations shall apply to all signs and advertising structures for service stations, including mini-markets or similar associated uses:

(1) One (1) free-standing sign per street frontage may be permitted, subject to the following:

(a) Sign area shall not exceed twenty (20) square feet per one hundred (100) lineal feet of street frontage, plus twenty-four (24) square feet. Price signing shall be included within this sign area.

(b) Maximum height of the sign shall not exceed the height of the building or canopy with which it is associated.

(c) Signs shall reflect the architectural design of the building with which they are associated.

(d) Street frontages may not be combined to permit a larger sign on any frontage.

(e) All free-standing signs shall include the address of the business in numerals and/or letters at least six (6) inches high. Addresses shall not be obscured by landscaping or other obstructions.

(2) The total sign area of all wall signs per building frontage shall not exceed one (1) square foot per lineal foot of building frontage on which the sign is located.

(a) Building frontages may not be combined to permit a larger sign on any one (1) building frontage.

(b) Signs shall be attached to the building or canopy, parallel to the building face. No portion of a channel letter or non-illuminated sign shall project more than six (6) inches, and no portion of a cabinet sign shall project more than twelve (12) inches from the face of the building or structure to which it is attached.

(3) Window signs, including signs painted on windows and banners, shall be permitted subject to the following:

(a) They shall be permitted only inside a window of the business to which such signs pertain.

(b) Total area occupied by such signs shall not exceed more than twenty-five (25) percent of the window area through which they are displayed.

(c) Signs shall be displayed in a neat and orderly manner and shall not contain any words, symbols or pictures that may be offensive to the general public.

(d) Painted signs shall consist of lettering and/or random figures, the painting of solid areas shall be prohibited, except for seasonal holiday displays.

(4) Temporary signs may be permitted subject to the provisions of Section 23.90.120, temporary signs."

SECTION 2: Repeal of Inconsistent Sections. Any provision of the Placentia Municipal Code or appendices thereto inconsistent with the provisions of the Ordinance, to the extent of such inconsistencies and no further, are repealed or modified to that extent necessary to affect the provisions of this Ordinance.

SECTION 3: Environmental Review. The Council finds that adoption of this ordinance is not a "project" pursuant to California Public Resources Code Section 21065 because this ordinance merely amends sections in the Sign code chapter and it will not have any significant effect on the environment, and there is no reasonable basis

to conclude that this ordinance may cause a significant effect on the environment, thus no environmental review under the California Environmental Quality Act is required.

SECTION 4: Severability. If any section, subsection, clause or phrase or portion of this ordinance is for any reason held to be invalid by the decision of any court of competent jurisdiction, such decision shall not affect the validity of all other provisions of this ordinance. The City Council of Placentia hereby declares that it would have passed the ordinance codified in this chapter, and each section, subsection, sentence, clause and phrase or portion thereof, even though any one or more of the sections, subsections, sentences, clauses, or phrases or portions thereof be declared invalid or unconstitutional.

SECTION 5: Attestation. The Mayor shall sign and the City Clerk shall attest to the passage of this Ordinance. The City Clerk shall cause the same to be published once in the official newspaper within 15 days after its adoption. This Ordinance shall become effective 30 days from its adoption.

INTRODUCED at a regular meeting of the City Council of the City of Placentia held on July 24, 2018.

PASSED, APPROVED AND ADOPTED this ___ day of _____ 2018.

Chad P. Wanke

ATTEST:

Patrick J. Melia, City Clerk

I, Patrick J. Melia, City Clerk of the City of Placentia, do hereby certify that the foregoing Ordinance was adopted at a regular meeting of the City Council of the City of Placentia, held on the ___ day of _____ 2018 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



Housing Successor Agency to the Redevelopment Agency of the City of Placentia

AGENDA REPORT

TO: HOUSING SUCCESSOR AGENCY

VIA: CITY ADMINISTRATOR/EXECUTIVE DIRECTOR

FROM: HOUSING SUCCESSOR AGENCY STAFF

DATE: JULY 24, 2017

SUBJECT: **PUBLIC HEARING AND CONSIDERATION FOR THE DISPOSITION OF REAL PROPERTY CONSISTING OF A SINGLE PARCEL LOCATED AT 229 SOUTH MAIN STREET (APN 339-364-18) OWNED BY THE CITY OF PLACENTIA HOUSING SUCCESSOR AGENCY WHERE THE NET SALES PROCEEDS FUNDS WILL BE DEPOSITED WITH THE CITY OF PLACENTIA HOUSING SUCCESSOR AGENCY**

FISCAL
IMPACT: EXPENSE: \$17,000 (Brokerage Services & 33433 Report)
OFFSETTING REVENUE: \$340,000 (Sale of the Property)
No General Fund dollars will be used for this project

SUMMARY:

On September 19, 2017, the Housing Successor Agency to the former Redevelopment Agency of the City of Placentia ("Housing Successor Agency") retained the services of Kosmont Realty Corporation ("Kosmont") for real estate brokerage services and the preparation of a 33433 Summary Report to sell a certain low-mod property located at 229 South Main Street (APN: 339-364-18), (the "Property"). Upon sale of the Property, the sales proceeds will be deposited in the Housing Successor Agency's Low and Moderate-Income Housing Asset Fund ("LMIHAF") and held for future redevelopment of affordable housing in the City of Placentia ("City"), which primarily applies to the Placentia Veterans Village development by Mercy Housing. The top respondent selected, which best matched the Housing Successor Agency's pre-requisites related to experience, financial capacity, and purchase price, was Santana Investors, LLC. for a purchase offer of \$340,000 for the Property. This action approves a Purchase and Sale Agreement and Joint Escrow Instructions between the Housing Successor Agency and Santana Investors, LLC for the purchase of the Property.

RECOMMENDATION:

It is recommended that the Housing Successor Agency Board take the following actions:

1. Open the Public Hearing concerning the disposition of real property consisting of a single parcel located at 229 South Main Street; and
2. Receive the Staff Report, consider all public testimony, ask any questions of Staff; and

2.b.
July 24, 2018

3. Close the Public Hearing; and
4. Approve Resolution HSA-2018-XX, A Resolution of the City Council of the City of Placentia, California, Acting as the Housing Successor Agency to the Placentia Redevelopment Agency of the City of Placentia Making Findings Pursuant to Health and Safety Code Section 33433 and Approving a Purchase and Sale Agreement and Joint Escrow Instructions with Santana Investors, LLC for Real Property located at 229 South Main Street and Authorizing the Sale of Property in Connection Therein; and
5. Approve the Purchase and Sale Agreement and Joint Escrow Instructions with Santana Investors, LLC for Real Property located at 229 South Main Street; and
6. Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

DISCUSSION:

Before its dissolution in 2012, the Placentia Redevelopment Agency (“RDA”) owned certain real properties, including the subject Property, which were acquired, held, or transferred for low- and moderate-income housing purposes. The Redevelopment Dissolution Law, at Health and Safety Code 34176(e), states that properties acquired for low and moderate-income housing purposes, with any source of funds, and the proceeds realized or generated from such properties are “housing assets” that must be transferred to the entity assuming the “housing-related” functions of the former RDA; in this case, the City Council of the City of Placentia as Housing Successor Agency.

On July 30, 2012, the Successor Agency to the Placentia Redevelopment Agency of the City of Placentia (“Successor Agency”) sought transfer of the subject Property via a process known as the “Housing Asset List.” The law required this list to include all “housing assets” of the former RDA, and following review and approval by DOF, the listed assets were to be transferred to the Housing Successor Agency for management in accordance with the affordable housing provisions of the Community Redevelopment Law. Following its review of the Successor Agency’s “housing asset list,” on September 5, 2012, the DOF approved the classification of the Property as a “housing asset.”

The City retained Kosmont, a full-service real estate brokerage firm, to assist the Housing Successor Agency staff with real estate brokerage services to market and sell the subject Property. By retaining Kosmont, Staff would be able to leverage the firm’s expertise and knowledge of RDA dissolution with the brokerage experience related to the disposition of assets from the former RDA. Kosmont is currently providing Successor Agency Staff support services to the Placentia Successor Agency and has for nearly 30 years provided real estate, economic, and financial advisory services to several government and private entities, including providing real property brokerage services to several successor agencies throughout California.

Kosmont placed the Property for sale on the Multiple Listing Service (MLS) from May 15, 2018 to June 11, 2018. A total of five (5) purchase offers were received from private parties and presented

to the Housing Successor Agency, ranging from \$250,000 to \$328,000. Under the direction of the Housing Successor Agency, Kosmont requested best and final offers from the top three (3) respondents. The top respondent selected, which best matched the Housing Successor Agency's pre-requisites related to experience, financial capacity, and purchase price, was Santana Investors, LLC. for a purchase offer of \$340,000 for the Property.

Health and Safety Code Section 33433 provides that if a redevelopment agency wishes to sell property to which it holds title and if that property was acquired in whole or in part, directly or indirectly, with tax increment funds, the redevelopment agency must obtain approval of the proposed sale by resolution of the legislative body after a legally noticed public hearing, and prepare a summary report that sets forth certain details of the proposed sale and disposition of the properties to be sold.

The resolution approving the transaction must be adopted by a majority of the legislative body, and include the following findings: (1) a finding that the sale will assist in the elimination of blight, or provide housing for low- or moderate- income persons; (2) is consistent with the former RDA's implementation plan; and (3) the purchase price is not less than the fair market value of the property at its highest and best use under the implementation plan, or the purchase price is not less than the fair reuse value of the property given the covenants and conditions associated with the transaction.

In compliance with Health and Safety Code 33433, Housing Successor Agency staff prepared the required summary report and made it available for public inspection and copying on the date that the first notice of the joint public hearing was published on Friday, July 13, 2018, and provided proper notice for the public hearing held today (Tuesday, July 24, 2018). Moreover, staff believes the Housing Successor Agency may make the requisite disposition findings: (1) the sale will facilitate the elimination of blight, in that the properties are either vacant, underdeveloped, or in a state of disrepair, and the sale to private parties will facilitate their redevelopment, revitalization, or reuse, and the sale proceeds will provide funding to expand and preserve housing for low- or moderate- income persons; (2) use of the properties will be consistent with the implementation plan and City's General Plan; and (3) the purchase price is consistent with fair market value given the highest and best use under existing zoning and development standards.

If the Housing Successor Agency board approves the sale of the Property, the net sales proceeds will be deposited into the LMIHAF to expand and preserve the supply of low and moderate income housing in the City; in compliance with legislative requirements pertaining to the expenditure of Low and Moderate Income Housing Asset funds.

FISCAL IMPACT:

The property was purchased by the former Redevelopment Agency in 2010 for \$185,000. The proposed sale price is \$340,000. Kosmont would charge a maximum five (5) percent commission of the gross sales price. This equates to \$17,000 of the total purchase price (\$340,000) of the property as offered by Santana Investors, LLC. Kosmont's commission would be paid from the proceeds of the sale and distributed through escrow and would be split with buyer's broker.

The proceeds will be placed in the Housing Successor Agency's LMIHAF for future redevelopment of affordable housing in the City. Most notably, these funds would be used to fulfill funding commitments associated with the Placentia Veterans Village development by Mercy Housing. The amount paid to Kosmont and buyer's broker would be paid through escrow and would be netted out of the sales proceeds. Other sales cost such as the preparation of the 33433 Summary Report in the amount of \$6,500, legal services for preparing sales documents and escrow fees would also be netted out of the sales proceeds. No General Fund dollars will be used for this project.

Submitted by:



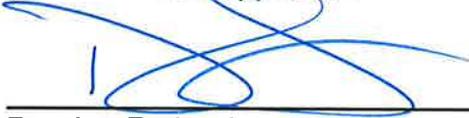
Jeannette Ortega
Assistant to the City Administrator/
Economic Development Manager/
Staff to Housing Successor Agency

Reviewed and approved:



Kim Krause
Director of Finance/
Staff to Housing Successor Agency

Reviewed and approved:



Damien R. Arrula
City Administrator/Executive Director

Attachments:

1. Property Description: 229 South Main Street
2. Resolution No. R-2018-XX
3. Purchase and Sale Agreement
4. 33433 Summary Report



**Housing Successor Agency to the
Redevelopment Agency
of the City of Placentia**

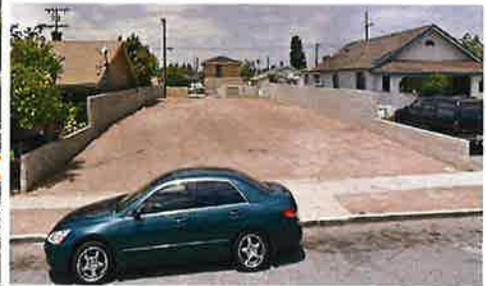
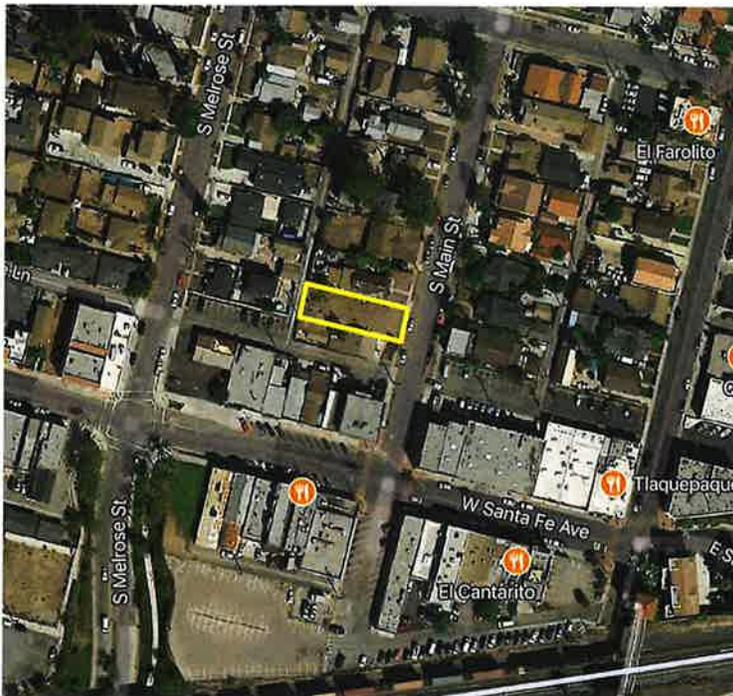
DESCRIPTION OF PROPERTY

July 24, 2018

**229 South Main Street
APN: 339-364-18**

The property at 229 South Main Street (APN 339-364-18) was acquired by the Placentia Redevelopment Agency ("Redevelopment Agency") on June 30, 2005 and currently serves as a vacant parcel.

It is the City's intention to sell and dispose of this property according to Section 33433 of the Community Redevelopment Law of the State of California (California Health and Safety Code ("HSC"), Sections 33000 et. seq.). This Section provides that if a redevelopment agency wishes to sell or lease property to which it holds title and if that property was acquired in whole or in part, directly or indirectly, with tax increment funds, the redevelopment agency must obtain approval of the proposed sale or lease by resolution of the legislative body after a legally noticed public hearing. A copy of the proposed sale or lease agreement(s) and a summary report ("Summary Report") that describes and contains specific financing elements of the proposed transaction(s) shall be available for public inspection prior to a public hearing. This Summary Report is required because tax increment funds from the former Redevelopment Agency were used to acquire this property.



RESOLUTION NO. HSA-2018-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, ACTING AS THE HOUSING SUCCESSOR AGENCY TO THE PLACENTIA REDEVELOPMENT AGENCY OF THE CITY OF PLACENTIA MAKING FINDINGS PURSUANT TO HEALTH AND SAFETY CODE SECTION 33433 AND APPROVING A PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS WITH SANTANA INVESTORS, LLC FOR REAL PROPERTY LOCATED AT 229 SOUTH MAIN STREET AND AUTHORIZING THE SALE OF PROPERTY IN CONNECTION THEREIN

A. Recitals.

(i) On December 29, 2011, the California Supreme Court rendered its decision in *California Redevelopment Association v. Matosantos*, upholding ABx1 26 ("Dissolution Act");

(ii) As a result of the California Supreme Court's decision, all redevelopment agencies in the State of California, including the Redevelopment Agency for the City of Placentia ("former RDA") dissolved as of February 1, 2012;

(iii) On January 17, 2012, the Placentia City Council adopted Resolution No. R-2012—03 accepting the City of Placentia's role as Successor Agency to the former Placentia Redevelopment Agency ("Successor Agency");

(iv) As of and after February 1, 2012 all assets, properties, and contracts of the former RDA were transferred, by operation of law, to the Successor Agency;

(v) Pursuant to the Dissolution Act, on or about January 17, 2012, the Placentia City Council approved Resolution No. R-2012-04 to elect to retain all housing assets and assume the affordable housing functions of the former Agency as of February 1, 2012 as Successor Agency to the former RDA ("Housing Successor Agency");

(vi) The Successor Agency owns real property located at 229 Main Street in Placentia, California, designated as APN 339-364-18, respectively (the "Property"); and

(vii) On September 19, 2017, the Housing Successor Agency retained the services of Kosmont Realty Corporation, a professional brokerage firm to market the Property for sale and prepare a 33433 Summary Report pursuant to Section 33433 of the Community Redevelopment Law of the State of California (California Health and Safety Code, Sections 33000 et. seq.); and

(viii) In compliance with Health and Safety Code 33433, the 33433 Summary Report has been made available for public inspection and the Housing Successor published a notice of public hearing for tonight's action; and

(ix) Housing Successor Agency has selected Santana Investors, LLC, a California limited liability company ("Buyer"), to purchase the Property pursuant to the terms of which are set forth in that certain draft instrument entitled "Purchase and Sale Agreement and Joint Escrow Instructions" in a form submitted herein (the "Agreement"); and

(x) The resolution approving the sale of the Property must be adopted by a majority of the legislative body, and include the following findings: (1) a finding that the sale will assist in the elimination of blight, or provide housing for low- or moderate-income persons; (2) is consistent with the former RDA's implementation plan; and (3) the purchase price is not less than the fair market value of the property at its highest and best use under the implementation plan, or the purchase price is not less than the fair reuse value of the property given the covenants and conditions associated with the transaction; and

(xi) If the Housing Successor Agency board approves the sale of the Property, the net sales proceeds will be deposited into the LMIHAF to expand and preserve the supply of low and moderate-income housing in the City; in compliance with legislative requirements pertaining to the expenditure of Low and Moderate Income Housing Asset funds; and

(xii) All other legal prerequisites to the adoption of this Resolution have occurred.

B. Resolution.

NOW, THEREFORE, THE CITY COUNCIL ACTING AS HOUSING SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF PLACENTIA DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

(1.) The Housing Successor Agency hereby finds that (1) the sale of the Property will assist in the elimination of blight, or provide housing for low- or moderate-income persons in that the properties are either vacant, underdeveloped, or in a state of disrepair, and the sale to private parties will facilitate their redevelopment, revitalization, or reuse, and the sale proceeds will provide funding to expand and preserve housing for low- or moderate- income persons; (2) the sale of the Property is consistent with the former RDA's implementation plan and the City's General Plan; and (3) the purchase price is not less than the fair market value of the property at its highest and best use under existing zoning and development standards.

(2.) The Housing Successor Agency hereby approves a Purchase and Sale Agreement and Joint Escrow Instructions with Santana Investors, LLC for the Property.

(3.) The Housing Successor Agency hereby authorizes and directs staff to take all actions necessary under the Dissolution Act for approval of the sale of the aforementioned property.

(4.) The Housing Successor Agency Chair shall sign this resolution, and the Clerk shall attest and certify to the passage and adoption thereof.

(5.) The Housing Successor Agency declares that, should any provision, section, paragraph, sentence or word of this resolution be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by reason of any preemptive or inconsistent legislation, the remaining provisions, sections, paragraphs, sentences and words of this resolution shall remain in full force and effect.

PASSED AND ADOPTED this 24th day of July 2018.

Chad Wanke, Housing Successor Agency Chair

ATTEST:

Patrick J. Melia, Housing Successor Agency Clerk

STATE OF CALIFORNIA
CITY OF PLACENTIA

I, Patrick J. Melia, Secretary of the Housing Successor Agency to the Redevelopment Agency of the City of Placentia do hereby certify that the foregoing Resolution No. HSA-2018-01 was adopted at a regular meeting of the City Council acting as the Housing Successor Agency to the Redevelopment Agency of the City of Placentia held on the 24th day of July 2018 by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

Patrick J. Melia, Housing Successor Agency Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, General Counsel

PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS

THIS PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS (the "Agreement"), dated this _____ day of July, 2018, is entered into by and between THE HOUSING SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF PLACENTIA, a public entity established and existing pursuant to California Health and Safety Code section 34170 *et. seq.* ("Seller"), and SANTANA INVESTORS, LLC, a _____, ("Buyer").

RECITALS

- A. Seller is the owner of that certain parcel(s) of real property and associated improvements located at 229 S. Main Street, City of Placentia, California, 92870, and particularly identified in the Official Records of the County of Orange as Assessor's Parcel Number(s) 339-364-18 and as more particularly described in Exhibit A hereto, together with all rights, title and interest in and to all appurtenances and improvements located therein (collectively, the "Property").
- B. Prior to February 1, 2012, the Property was acquired, and as of that date was owned, by the Redevelopment Agency of the City of Placentia ("Former Agency") for affordable housing purposes.
- C. On February 1, 2012, the Former Agency was dissolved by operation of law by virtue of California Assembly Bill 1x 26, codified in California Health & Safety Code sections 34170 *et seq.* (as subsequently amended from time to time, the "Dissolution Law")
- D. Pursuant to the Dissolution Law, the City of Placentia elected to be the Successor Agency to the Former Agency (the "Successor Agency"), and by such election is charged with administering the dissolution and "wind down" of the Former Agency upon its dissolution.
- E. Upon the Former Agency's dissolution, all assets, personal and real property, and contracts of the Former Agency, including the Property, were transferred, by operation of law, to the Successor Agency pursuant to, *inter alia*, the provisions of Health and Safety Code section 34175 (b).
- F. Pursuant to the Dissolution Law, the City Council of the City of Placentia approved Resolution No. R-2012-04 to elect to retain all housing assets and assume the affordable housing functions of the Former Agency as of February 1, 2012 as Housing Successor Agency (the "Housing Successor Agency").
- G. Buyer desires to purchase the Property from Seller, and Seller desires to sell the Property to Buyer, on the terms and subject to the conditions contained in this Agreement.

- H. The Governing Board of the Housing Successor Agency has approved and authorized the transaction contemplated in this Agreement by way of Housing Successor Agency Resolution No. _____, adopted following a duly noticed public hearing on July, _____, 2018,
- I. All other legal prerequisites to this Agreement have been satisfied, and this Agreement furthers the common benefit of the citizens of the City of Placentia, complies with the purposes and mandates of the Dissolution Law, and applicable provisions of the California Community Redevelopment Law.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and representations contained in this Agreement, Seller and Buyer (sometimes herein referred to individually as a "Party," and jointly as the "Parties") agree as follows:

ARTICLE I

INCORPORATION OF RECITALS

The foregoing recitals are true and correct, and incorporated as herein by the Parties as a material aspect of this Agreement.

ARTICLE II

PURCHASE AND SALE

2.1 Purchase and Sale. Pursuant to the terms and conditions contained in this Agreement, Seller hereby agrees to sell the Property to Buyer, and Buyer hereby agrees to purchase the Property from Seller.

2.2 Purchase Price. The purchase price ("Purchase Price") for the Property shall be THREE HUNDRED FORTY THOUSAND DOLLARS (\$340,000.00) payable by Buyer to Seller in cash at the Closing.

ARTICLE III

PURCHASE PRICE AND DEPOSITS

3.1 Opening of Escrow. Within three (3) days after this Agreement is executed by both Parties, Seller and Buyer shall open an escrow ("Escrow") through First American Title ("Escrow Holder"), Attention: Erin Reardon, Senior Escrow Officer, Address: 4 First American Way, Santa Ana, CA ("Escrow Agent"), by delivering an executed copy of this Agreement to Escrow Agent ("Opening of Escrow"). The opening date of Escrow ("Opening Date") shall be the date on which Escrow Holder receives a fully executed copy of this Agreement. Escrow Holder shall notify the Parties in writing of the Opening Date when established.

3.2 Deposit. Within five (5) business days after the Opening of Escrow, Buyer shall deliver a deposit (the "Deposit") in the amount of TEN THOUSAND DOLLARS and No/Cents (\$10,000.00). The Escrow Agent shall deposit the Deposit into a federally insured interest bearing account as designated by Buyer. The closing of the Escrow ("Close of Escrow") shall be in accordance with Article IV of this Agreement.

3.3 Purchase Price. The total Purchase Price for the Property shall be as set forth in Section 2.2 of this Agreement, which shall be payable by Buyer to Seller in cash (“Purchase Funds”) at Closing. Notwithstanding the foregoing, Buyer may elect to pay the Purchase Price in cash at any time prior to the Closing.

3.4 Balance of Purchase Price. Upon the Close of Escrow, the amount of the Deposit shall be credited toward the Purchase Price. Buyer shall deposit with the Escrow Agent the Purchase Funds in accordance with Section 3.6, in sufficient time such that the Escrow Agent will be able to disburse the cash proceeds accruing to Seller on the Close of Escrow.

3.5 Escrow Instructions. This Agreement shall constitute joint primary escrow instructions to the Escrow Agent; provided, however, that the Parties shall execute such additional instructions as requested by the Escrow Holder not inconsistent with the provisions hereof. This Agreement and any such escrow instructions executed by the Parties shall constitute the “Escrow Instructions” for the transaction described in this Agreement. In the event of any inconsistency between the Escrow Instructions and this Agreement, this Agreement shall control the rights and obligations of the parties.

Liquidated Damages. IF THE TRANSACTION CONTEMPLATED UNDER THIS AGREEMENT IS NOT CONSUMMATED DUE TO A BREACH OR DEFAULT OF BUYER THAT IS NOT CURED IN ACCORDANCE WITH THIS AGREEMENT, THEN SELLER SHALL HAVE THE RIGHT TO RECEIVE AND RETAIN THE DEPOSIT AS LIQUIDATED DAMAGES AS SELLER’S SOLE AND EXCLUSIVE REMEDY, EXCEPT THIS SECTION SHALL NOT LIMIT SELLER’S CLAIMS FOR ATTORNEYS’ FEES UNDER THIS AGREEMENT. THE RETENTION OF THE DEPOSIT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF THE CALIFORNIA CIVIL CODE, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO THE CALIFORNIA CIVIL CODE. BUYER AND SELLER AGREE THAT (I) THE AMOUNT OF LIQUIDATED DAMAGES IS REASONABLE CONSIDERING ALL OF THE CIRCUMSTANCES EXISTING AS OF THE DATE OF THIS AGREEMENT, INCLUDING THAT ASCERTAINING THE AMOUNT OF SELLER’S ACTUAL DAMAGES WOULD BE COSTLY AND INCONVENIENT; AND (II) THE AMOUNT OF THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE ESTIMATE OF THE DAMAGES TO SELLER, INCLUDING THE COST OF NEGOTIATING AND DRAFTING THIS AGREEMENT, COSTS OF COOPERATING IN SATISFYING CONDITIONS TO CLOSING, COSTS OF SEEKING ANOTHER BUYER, OPPORTUNITY COSTS IN KEEPING THE PROPERTY OUT OF THE MARKETPLACE AND OTHER COSTS INCURRED IN CONNECTION WITH THIS AGREEMENT. BUYER HAS REVIEWED THE EFFECT OF THIS PROVISION WITH LEGAL COUNSEL AND HAS AGREED THAT SUCH DAMAGES ARE A REASONABLE AND FAIR ESTIMATE OF THE DAMAGES SELLER WILL SUSTAIN IF AN EVENT OF DEFAULT BY BUYER OCCURS. UPON ANY BREACH OR DEFAULT BY BUYER UNDER THIS AGREEMENT THAT HAS NOT BEEN CURED IN ACCORDANCE WITH THE TERMS HEREOF, THIS AGREEMENT SHALL BE TERMINATED AND NEITHER PARTY SHALL HAVE ANY FURTHER RIGHTS OR OBLIGATIONS HEREUNDER, EXCEPT FOR THE RIGHT OF SELLER TO RECEIVE

AND RETAIN THE DEPOSIT AS LIQUIDATED DAMAGES IN ACCORDANCE WITH THIS SECTION. BY INITIALING THIS SECTION IMMEDIATELY BELOW, SELLER AND BUYER ACKNOWLEDGE THEIR APPROVAL OF THIS LIQUIDATED DAMAGES PROVISION AND AFFIRM THEIR RESPECTIVE AGREEMENTS CONTAINED IN THIS SECTION.

Buyer's Initials

Seller's Initials

3.6 Form of Payment. All money payable under this Agreement, for the Deposit, the Purchase Funds or otherwise, shall be paid in cash, by wire transfer, or by a cashier's check or certified check of immediately available Federal funds of the United States.

ARTICLE IV
CONDITIONS PRECEDENT

The purchase and sale under this Agreement shall be subject to the satisfaction of the conditions precedent set forth in this Article IV (unless waived in writing by the party to whom the benefit of such condition runs) on or before the Closing Date, or such earlier date as is specified in this Agreement, each of which conditions shall be a covenant of the Party required to perform such condition.

4.1 Conditions to Buyer's Obligations and Due Diligence Period.

A. Delivery of Title Report; Seller's Cure. Seller shall cause First American Title ("Title Insurer") to deliver to Buyer a preliminary title report for the Property ("Title Report") within two (2) business days following the Opening of Escrow, together with copies of any exceptions referred to in Schedule B of the Title Report. **THE PROPERTY IS TO SOLD "AS-IS," WITH NO CONDITIONS AND THE BUYER SHALL ACQUIRE THE PROPERTY SUBJECT TO ALL OTHER EXCEPTIONS DESCRIBED IN THE TITLE REPORT** (collectively, "Approved Exceptions"). At the Closing, Seller shall deliver title to the Property to Buyer subject only to the Approved Exceptions.

(i) Buyer's Notice of Objection. If the Title Report contains exceptions which are not acceptable to Buyer ("Unpermitted Exceptions"), Buyer shall, within ten (10) business days after receipt of the Title Report, deliver to Seller written notice of Buyer's objections (a "Notice of Objection"), if any, to such exceptions. If Buyer fails to deliver a Notice of Objection in accordance with the foregoing sentence, Buyer shall be deemed to have waived its right to object to any exceptions which would otherwise be Unpermitted Exceptions, and such exceptions shall thereafter be deemed Permitted Exceptions (as defined below).

(ii) Seller's Response Notice. Within ten (10) days following the date of receipt of a Notice of Objection (the "Seller Notice Period") from Buyer, Seller shall give notice (a "Response Notice") advising Buyer whether Seller will cause any of the Unpermitted Exceptions to be removed from the Title Report at or prior to Closing. If Seller fails to give the Response Notice during the Seller Notice Period, Seller shall be deemed to have determined that

it will not cause any Unpermitted Exceptions to be removed from the Title Report or otherwise addressed to the satisfaction of Buyer prior to Closing.

(iii) Title Termination Notice. Unless Seller agrees to cause all of the Unpermitted Exceptions to be removed from the Title Report or otherwise addressed to the satisfaction of Buyer, Buyer may terminate this Agreement by giving notice in writing to Seller (the "Title Termination Notice") within ten (10) business days following Buyer's receipt of the Response Notice or the date the Response Notice is deemed given. If Buyer gives a Title Termination Notice: (a) the Deposit shall be returned to Buyer, and; (b) this Agreement shall become null and void and of no further force or effect, except for those provisions that survive the early termination of this Agreement.

(iv) Specific Exclusions. Notwithstanding anything to the contrary set forth in this Article IV, any title matter arising after the date of the Title Report and added to the Title Report after its original issuance or any survey matter arising after the Due Diligence Period may be a Permitted Exception but first shall be subject to the same procedures set forth in this Section 4.1.A. (provided, however, that Buyer agrees to deliver a Notice of Objection no later than ten (10) business days following receipt of an update to the Title Report or Survey; and Seller shall have ten (10) business days to deliver a Response Notice). To the extent necessary the Closing shall be extended to accommodate such matters.

B. Delivery of Title and Title Insurance. Seller shall convey title to the Property to Buyer at the Closing (defined in Section 4.1 of this Article), subject only to the Permitted Exceptions. The term "Permitted Exceptions" shall mean: (i) liens for real property taxes shown as exceptions in the Title Report provided that the taxes are not delinquent; (ii) the standard exclusions to coverage under Title Insurer's Owner's Policy of Title Insurance ("Title Policy"); and (iii) any other lien, encumbrance, title exception or defect that appears in the Title Report, which Buyer has approved or which is caused by Buyer prior to the Closing. Notwithstanding the foregoing, in no event shall the following be considered Permitted Exceptions: deeds of trust or mortgages; lease agreements, judgments; mechanics' and materialmen's liens; tax liens; or liens, encumbrances or other title matters created by Seller after the date of this Agreement, other than those created with the prior written consent of Buyer. Buyer agrees that Seller's obligation to convey title to Buyer shall be deemed satisfied upon Title Insurer's willingness to issue the Title Policy subject only to the Permitted Exceptions.

C. Inspection. Buyer shall conduct or review such surveys, investigations, studies and inspections and make or review such geologic, environmental and soils tests and other studies of the Property as Buyer, in Buyer's discretion, deems necessary to determine the physical and land use characteristics of the Property (including its subsurface) and the Property's suitability for Buyer's anticipated use.

D. Review of Documents. Buyer has possession of copies of the documents, if any, listed on Exhibit B, and shall review the same. Seller represents that the documents listed on Exhibit B represent all documents which Seller has known possession.

E. Representations and Warranties. Each of the representations and warranties by Seller contained in Section 9.1 was true and correct in all material respects as of the date made and continues to be true and correct in all material respects as of the Closing.

F. Delivery of Closing Documents. Execution, delivery and acknowledgement as appropriate by Seller of the closing documents set forth in Section 5.1B(i) and other necessary closing documents as may be reasonably requested by Buyer or Escrow Agent.

G. Due Diligence Period. Buyer shall have THREE (3) CALENDAR DAYS after the Opening of Escrow (the "Due Diligence Period") to: (i) review the exceptions, legal descriptions and other matters contained in the Title Report; (ii) conduct or review such surveys, investigations, studies and inspections and make or review such geologic, environmental and soils tests and other studies of the Property; (iii) review the documents listed on Exhibit B, if any, and; (iv) review all other applicable due diligence materials respecting the Property (collectively, the "Due Diligence Items"). If Buyer, in its sole and absolute discretion, determines that the results of any information, inspection, test, examination or any investigation provided under this Agreement or performed or obtained during the Due Diligence Period fails to meet Buyer's criteria (established in Buyer's sole and absolute discretion) for the purchase and operation of the Property in the manner contemplated by Buyer, or Buyer deems the Property to be unsuitable for Buyer's purposes for any reason, then Buyer shall have the option to terminate this Agreement and shall so advise Seller by written notice (the "Disapproval Notice"), with a copy to Escrow Agent, given no later than 5:00 p.m. (Pacific Standard Time) on or before the last day of the Due Diligence Period. In the event Buyer provides the Disapproval Notice to Seller on or before the expiration of the Due Diligence Period, then this Agreement shall be deemed terminated, in which event: (i) Seller shall be entitled to keep the Deposit; (ii) Buyer shall be entitled to receive a refund of any funds placed in Escrow (excluding the Deposit); (iii) Buyer and Seller shall each pay one-half of Escrow expenses, excepting an ALTA survey, incurred to date of termination; and (iv) neither party shall have any right against the other arising out of such termination. If Buyer fails to timely deliver the Disapproval Notice on or before the expiration of the Due Diligence Period, this Agreement shall remain in full force and effect.

H. Access to Property. At reasonable times during the term of the Escrow, and upon reasonable prior notice to Seller, Buyer, its agents, contractors and subcontractors, shall have the right to enter upon the Property thereon to make any and all inspections and tests as Buyer deems desirable in its sole discretion. Upon Seller's written request, Buyer shall provide Seller with a copy of the results, reports or findings ("Results") from such testing within three (3) business days of Buyer's receipt of the same. Buyer further agrees to use the Results solely in connection with its review of the Property, and not to disclose, communicate or publish the nature or content of the Results to any person or entity, except to its personnel, representatives, consultants, directly involved in its review of the Property, or as otherwise required by law, regulation, legal process or regulatory authority.

For any entry to or on the Property by Buyer, Buyer's agents, Buyer's consultants or Buyer's contractors, Buyer shall leave the Property in substantially similar condition after entry as Property or equipment upon Property was found, and Buyer expressly waives, and shall indemnify, defend and hold harmless Seller from and against, any liabilities, claims, damages (including injury or damage to person or property), losses, costs and expenses to the extent resulting from the entry, inspections and studies conducted by Buyer and or its agents,

consultants and contractors on, under, or about the Property, including equipment on the Property.

I. No Material Change. No material change in the status of the use, title, occupancy or physical condition of the Property, unless caused by Buyer or its agents, shall have occurred with respect to the Property prior to Close of Escrow that has not been approved in writing by Buyer, which approval can be withheld in Buyer's sole discretion. Additionally, Seller shall: (i) maintain its existing insurance policies in full force and effect (Buyer acknowledges that Seller may be insured through the City of Placentia, a self-insured public agency and may not have specific policies in place applicable to the Property); (ii) provide prompt written notice to Buyer of any casualty or condemnation affecting any portion of the Property after the date of this Agreement, or any matter relating to zoning changes, rent control or increase in tax assessments; (iii) deliver to Buyer, promptly after receipt by Seller, copies of all notices of violation issued by any governmental authority with respect to the Property received by Seller after the date of this Agreement; (iv) advise Buyer promptly of any litigation, arbitration or other judicial or administrative proceeding which concerns or affects the Property; and (v) comply in material respects with the requirements of all contracts, licenses, permits, approvals, guaranties and warranties.

J. Seller Performance. Seller shall have delivered all documents listed on Exhibit B, if any, and duly performed each and every undertaking, covenant and agreement required to be performed by Seller under this Agreement prior to or at the Close of Escrow.

4.2 Conditions to Seller's Obligations.

Close of Escrow and Seller's obligation to sell the Property to Buyer pursuant to this Agreement, are subject to the satisfaction of the following conditions at or prior to Closing.

A. Authorization to Sell. Prior to the Closing, Seller shall have obtained any and all authorizations and approvals necessary to sell the Property pursuant to the Dissolution Legislation, including Finance

B. No Default. Buyer shall not be in material default of Buyer's obligations under this Agreement, including, but not limited to, Buyer's obligation to deliver the Purchase Price into escrow on or before the Closing Date. If the conditions above have not been satisfied or waived by Seller at or before the Closing Date through no fault of Seller, then Seller may, upon written notice to Buyer, cancel the Escrow, terminate this Agreement, and recover any documents delivered to the Escrow Holder pursuant to this Agreement

C. Delivery of Purchase Price. The Purchase Funds shall be delivered by or on behalf of Buyer to Escrow Agent as described in Section 3.4, in sufficient time such that the Escrow Agent will be able to disburse the cash proceeds accruing to Seller on the Close of Escrow.

D. Representations and Warranties. Each of the representations and warranties by Buyer contained in Section 8.4A and Section 9.2 below shall be determined to

have been true and correct in all material respects as of the date made and shall continue to be true and correct in all material respects as of the Closing.

E. Delivery of Closing Documents. Execution, delivery and acknowledgement as appropriate by Buyer of the closing documents set forth in Section 5.1B(ii) and other necessary closing documents as may be reasonably requested by Buyer or Escrow Agent. Seller shall have executed and deposited into Escrow, for delivery to Buyer and recording, a Grant Deed in the form attached hereto as Exhibit C. If any of the conditions to Buyer's obligations set forth above fail to occur at or before the Closing Date through no fault of Buyer, then Buyer may cancel the Escrow, terminate this Agreement, and recover any amounts paid by Buyer to the Escrow Holder toward the Purchase Price

4.3 Failure of Conditions. If any of the conditions precedent contained in this Article IV are not satisfied within the time periods specified in this Agreement (or waived or the time for satisfaction extended by the party to whose benefit the condition runs), the party to whose benefit the condition runs shall have the right to terminate this Agreement by delivering written notice to the other party and Escrow Agent within the time period specified by this Agreement. If Seller terminates this Agreement due to a failure of any condition set forth in Section 4.2, Seller shall have the right to retain the Deposit plus any accrued interest thereon, and exercise its rights under Article VI. If Buyer terminates this Agreement due to a failure of the conditions set forth in Section 4.1.C or G, Seller shall have the right to retain the Deposit plus any accrued interest thereon. If Buyer terminates this Agreement due to a failure of the conditions set forth in Section 4.1.A, B, D, E, F, H, I or J, then Buyer shall have the right to receive a refund of the Deposit less one-half (1/2) of Escrow Agent's and Title Insurer's normal escrow and title insurance cancellation fees and exercise its rights under Article VI. Nothing contained in this Agreement is intended nor shall permit any party in default to terminate this Agreement or the Escrow provided for in this Agreement as a result of such default.

ARTICLE V **CLOSING**

5.1 Closing. The purchase and sale of the Property shall be consummated at a Closing in accordance with the following:

A. Closing Date. The closing date shall occur on or before 11:00 a.m. on the date which is ten (10) calendar days after the expiration of the Due Diligence Period (the "Closing Date"), at the office of the Escrow Agent or such other location as is acceptable to the parties to this Agreement. Except as provided otherwise in Article VI, if the Escrow for the Property has not closed on or before the Closing Date, either party shall have the right to terminate the Escrow unless such party is in default of its obligations under this Agreement. Except as otherwise provided in Section 4.3, if the Escrow is so terminated as a result of a failure of a condition other than as a result of Buyer's default under this Agreement, the Deposit, less Buyer's share, if any, of the Escrow Agent's and Title Insurer's escrow and title cancellation fees and expenses, will be refunded to Buyer.

B. Closing Documents.

At or prior to Closing, Seller shall deposit into Escrow a Grant Deed in substantially the form attached hereto as Exhibit C, properly executed and acknowledged by Seller, in favor of Buyer, containing the legal description of the Property and subject only to the Approved Exceptions. At or prior to Closing, Buyer and Seller shall have each deposited into Escrow any supplemental escrow instructions necessary to close this Escrow. Escrow Holder shall deliver to Seller the Purchase Price, when;

(i) Seller. No later than the day prior to the Closing Date, Seller shall duly execute and acknowledge as appropriate and deliver to Escrow Agent the following:

(a) A grant deed ("Deed") conveying the Property to Buyer in substantially the form attached to this Agreement as Exhibit C;

(b) A Non-Foreign Entity Affidavit ("Affidavit"), substantially in the form attached to this Agreement as Exhibit D, pursuant to Section 10.2; and

(c) Such documents and instruments as Escrow Agent or Title Insurer may reasonably require to evidence the due authorization and execution of the documents and instruments to be delivered by Seller under this Agreement and to issue the Title Policy.

The obligations of Seller to deliver documents and instruments into Escrow in accordance with this Section 5.1B(i) are separate, independent covenants of Seller and shall not be conditioned upon Buyer's deliveries in accordance with Section 5.1B(ii).

(ii) Buyer. No later than the day prior to the Closing Date, Buyer shall duly execute and acknowledge as appropriate and deliver to the Escrow Agent the following:

(a) The amount of the Purchase Funds, along with Buyer's share of any costs and expenses to be paid to or through Escrow Agent, less the Deposit;

(b) A Change of Ownership Statement, as required by Title Insurer or Escrow Agent; and

(c) Such documents and instruments as Escrow Agent or Title Insurer may reasonably require to evidence the due authorization and execution of the documents and instruments to be delivered by Buyer under this Agreement and to issue the Title Policy.

The obligations of Buyer to deliver funds, documents and instruments into Escrow under this Section 5.1B(ii) shall be separate, independent covenants of Buyer and shall not be conditioned upon Seller's deliveries in accordance with Section 5.1B(i).

C. Closing Procedure. At such time as the Escrow Agent has received all of the items specified in Section 5.1.B, and at such time as Title Insurer is prepared to issue the Title Policy in accordance with Section 4.1.B, Buyer and Seller hereby authorize and instruct Escrow Agent to: (i) cause Title Insurer to record the Deed and Declaration of Restrictions and Covenants, and issue the Title Policy to Buyer; (ii) pay to the authorities lawfully entitled thereto

any recordation fees and transfer taxes in connection with this Agreement; (iii) compute pro-rations relating to the Property for the accounts of Seller and Buyer; (iv) pay to Seller an amount equal to the Purchase Price (including the Deposit), less any pro-rations chargeable to Seller including real estate brokerage commissions and any amounts payable by Seller to Escrow Agent for its services and expenditures in connection with this Agreement; (v) pay to Buyer the balance of the funds then held by Escrow Agent, less any pro-rations chargeable to Buyer and any amounts payable by Buyer to Escrow Agent for its services and expenditures in connection with this Agreement; (vi) deliver to Buyer and Seller a conformed copy of the Deed showing the recording information; and (vii) deliver to Buyer an executed original of the Affidavit.

5.2 Fees; Expenses; Prorations.

A. Fees, Expenses, Transfer Taxes.

(i) Seller. Seller shall pay or satisfy, as applicable: (a) all documentary transfer taxes imposed in connection with the recording of the Deed; (b) one-half (½) of the Escrow fees; (c) the cost of the Title Policy for Buyer in the amount of the Purchase Price; and (d) any other customary fees and charges and expenditures authorized by Seller. The parties agree that the amount of documentary transfer taxes will not be referred to in the Deed.

(ii) Buyer. Buyer shall pay: (a) one-half (½) of the Escrow fees; (b) the cost of recording the Deed and all other documents recorded at the Closing; and (c) any other customary fees and charges and expenditures authorized by Buyer. Buyer shall have the right to procure an ALTA Extended Coverage Owner's Policy of Title Insurance ("ALTA Policy") and Buyer shall pay for the increased cost of such ALTA Policy above the cost of the Title Policy, the cost of any survey that the Title Insurer requires for issuance of an ALTA Policy (other than the cost of the survey of the Property previously obtained by Seller, and a copy of which has been delivered to Buyer) and for the cost of any other increase in the amount or scope of title insurance if Buyer elects to increase the amount or scope of title insurance coverage or to obtain endorsements to the Title Policy or ALTA Policy. All other costs, if any, shall be apportioned between Buyer and Seller in the customary manner for real estate transactions in the County of Orange, State of California.

B. Real Property Taxes, Assessments and Rents. All real property taxes and assessments for the fiscal years of the taxing and assessing authorities in which the Closing occurs shall be prorated on the basis of a three hundred sixty-five (365) day year at the Closing with appropriate debits and credits to the accounts of Buyer and Seller so that Seller shall be responsible for paying all of the same, to the extent duly allocable to the period ending on the day immediately prior to the Closing Date and Buyer shall be responsible for paying all of the same (if any shall be due), to the extent duly allocable to the period commencing upon the Closing Date. At the Closing, Buyer shall reimburse Seller for any taxes and assessments which are allocable to the period commencing upon the Closing Date and which Seller has already paid. In addition, all rents, incomes and profits, if any, derived from the Property or attributable to the Property shall be prorated at the Closing with appropriate debits and credits to the accounts of Buyer and Seller so that Seller shall pay and receive, as appropriate, all of the same to the extent duly allocable to the period ending on the day prior to the Closing Date and Buyer shall pay and

receive, as appropriate, all of the same to the extent duly allocable to the period commencing upon the Closing Date.

C. Commissions. Seller represents and warrants that Kosmont Realty Corporation (KRC), California Bureau of Real Estate license number 01770428, may claim or is entitled to a real estate commission, finder's fees or any similar payments with respect to this Agreement or the sale of the Property. Buyer represents and warrants that it has engaged a broker with respect to its purchase of the Property (Miguel Gonzalez Jr., Century 21 Allstars, DRE License # 01716213). Buyer shall protect, defend, indemnify and hold the Seller harmless from and against all such claims for real estate commissions, finder's fees or any similar payments with respect to the purchase of the Property in accordance with this Agreement.

D. In the event the Department of Industrial Relations determines the sale of the Property is a public property is a public project pursuant to California Labor Code section 1720, *et seq.*, which requires the payment of prevailing wage rates and any other requirements, Buyer agrees to assume all risk of liability arising from the Department of Industrial Relations determination and shall bear the obligations to pay prevailing wages.

ARTICLE VI BREACH

6.1 General. If either Party breaches its obligations under this Agreement prior to the Closing, then the other party may, without terminating this Agreement, suspend performance by giving written notice to the other party until such breach is cured by the other party. Except for Seller's and Buyer's respective delivery obligations under Article V, including, without limitation, Buyer's delivery to the Escrow Agent of any portion of the Deposit or the Purchase Funds, neither party shall be in default under this Agreement unless it fails to cure a breach of such Party's obligations under this Agreement within twenty-four (24) hours after receipt of written notice of such breach from the non-breaching party. Nothing contained in this Agreement is intended nor shall permit any Party in default to terminate this Agreement or the Escrow provided for in this Agreement as a result of such default.

6.2 Buyer's Breach.

A. Buyer's Pre-Closing Breach. Except as expressly provided otherwise in Section 6.1, if Buyer breaches any of its obligations under this Agreement prior to the Closing and Buyer fails to cure such breach within twenty-four (24) hours after Buyer's receipt of written notice from Seller, then Seller may terminate this Agreement and retain the Deposit as liquidated damages in accordance with Section 3.3 as Seller's sole remedy. Notwithstanding the foregoing, Seller's right to recover attorneys' fees pursuant to Section 11.3 shall survive any termination of this Agreement pursuant to this Section. Buyer hereby acknowledges and agrees that in no event shall the notice and cure rights set forth in Section 6.1 apply to Buyer's failure to deliver any of the items into Escrow in accordance with Section 3.2 and Article V, including, without limitation, any portion of the Deposit or the Purchase Funds.

B. Buyer's Post-Closing Breach. If after the Closing, Buyer breaches any of its post-Closing obligations under this Agreement and Buyer fails to cure such breach within twenty-four (24) hours after Buyer's receipt of written notice from Seller, then Seller shall have

the right to pursue any and all remedies available to Seller at law or in equity, including the specific performance of this Agreement. Buyer hereby acknowledges that Seller's right to recover attorneys' fees pursuant to Section 11.3 shall survive the Close of Escrow and the recordation of the Deed.

6.3 Seller's Breach.

A. Seller's Pre-Closing Breach. Except as expressly provided otherwise in Sections 4.3 and 6.1, if Seller breaches its obligations under this Agreement and Seller fails to cure such breach within twenty-four (24) hours after Seller's receipt of written notice from Buyer or such other time before Closing if the cure cannot reasonably be obtained within such twenty-four-hour period, Buyer shall have the right to elect one, but not both, of the remedies set forth in this Section 6.3.

(i) Termination. Buyer shall have the right to terminate this Agreement and receive a refund of the Deposit.

(ii) Specific Performance. Buyer shall have the right to obtain specific performance by Seller provided Buyer is not in breach of its obligations under this Agreement.

ARTICLE VII **DEMOLITION, REHABILITATION AND SITE CLEARANCE**

7.1 Buyer's Obligations. After the Closing Date, Buyer, at Buyer's sole cost and expense, shall be responsible for and Seller shall have no liability for, or obligation related to any of the following: (i) any grading and removal or re-compaction of soil on the Property; (ii) obtaining utilities to serve the Property; (iii) any rehabilitation or reconfiguration of the improvements currently located on the Property; (iv) paying any and all fees with respect to the Property incurred after the Closing Date and the construction of any improvements on the Property; (v) any lot line or boundary adjustment with respect to the Property; (vi) satisfying any and all on-site and off-site (i.e. inside and outside of the perimeter boundary of the Property) conditions of approval, construction and other obligations with respect to Buyer's anticipated use of the Property; and (vii) removal of any and all personal property located on the Property at the Close of Escrow. Seller hereby waives any interest in all such personal property located on the Property and releases Buyer from any liability as a result of Buyer's disposition thereof.

ARTICLE VIII **CONDITION OF PROPERTY**

8.1 Condition of Property.

A. General. Buyer, as specified in Section 4.1C, has or shall have inspected and conducted tests, inspections, investigations and studies of the Property as Buyer, in Buyer's discretion, deems necessary. Buyer understands and acknowledges that the Property may be subject to earthquake, fire, floods, erosion, high water table, dangerous underground soil conditions, unavailability or shortages of water and other utilities and similar occurrences that may alter its condition or affect its suitability for any proposed use, including Buyer's anticipated

use, if any. Except to the extent expressly represented by Seller in this Agreement, Seller shall have no responsibility or liability with respect to any such condition or occurrence. Buyer represents that it is acting and will act only upon information obtained by it from its own inspection and investigation of the Property and upon the express representations of Seller contained in this Agreement. Except as provided otherwise in this Agreement, the suitability or lack of suitability of the Property for any proposed use, or availability or lack of availability of permits or approvals of governmental or regulatory authorities with respect to any proposed or intended use of the Property, shall not affect the rights or obligations of the Seller under this Agreement.

B. Environmental Condition. In connection with or on account of the construction, operation, maintenance and demolition of the buildings, fixtures, machinery and equipment located on the Property, certain substances classified as hazardous (collectively, "Hazardous Substances") may have been released or may be present on the Property. For these purposes, "Hazardous Substances" includes "hazardous substances" as defined in CERCLA (defined below); "pollutants", "contaminants" and "Toxic Substances" as defined in the Toxic Substances Control Act; "Hazardous Materials" as defined in the Hazardous Materials Transportation Act; and other substances deemed or determined to be harmful, injurious, noxious, hazardous, nuisance causing or toxic under any Environmental Law (defined below), and including "Petroleum" as defined in RCRA (defined below). The documents listed on Exhibit B, if any, set forth in more detail the environmental condition of the Property. Buyer acknowledges receipt of the documents listed on Exhibit B, if any, relating to the environmental condition of the Property.

For purposes of this Agreement, the term "Hazardous Materials" shall mean any and all (a) substances, products, by-products, waste, or other materials of any nature or kind whatsoever which is or becomes listed, regulated or addressed under any Environmental Laws (defined below), and (b) any materials, substances, products, by-products, waste, or other materials of any nature or kind whatsoever whose presence in and of itself or in combination with other materials, substances, products, by-products, or waste may give rise to liability under any Environmental Laws or any statutory or common law theory based on negligence, trespass, intentional tort, nuisance, strict or absolute liability or under any reported decisions of any state or federal court; and (c) any substance, product, by-product, waste or any other material which may be hazardous or harmful to the air, water, soil, environment or affect industrial hygiene, occupational, health, safety and/or general welfare conditions, including without limitation, petroleum and/or asbestos materials, products, byproducts, or waste. The term "Environmental Laws" shall mean and include all federal, state, and local laws, statutes, ordinances, regulations, resolutions, decrees, and/or rules now or hereinafter in effect, as may be amended from time to time, and all implementing regulations, directives, orders, guidelines, and federal or state court decisions, interpreting, relating to, regulating or imposing liability (including, but not limited to, response, removal, remediation and damage costs) or standards of conduct or performance relating to industrial hygiene, occupational, health, and/or safety conditions, environmental conditions, or exposure to, contamination by, or clean-up of, any and all Hazardous Materials, including without limitation, all federal or state, or environmental clean-up statutes.

C. Seller hereby represents and warrants to Buyer that; there are no leases, options to purchase, rights of first refusal or contracts for lease or sale of the Property; and there are no liens or claims against the Property other than the Approved Exceptions. Seller

specifically agrees to indemnify, defend and hold harmless Buyer, its directors, officers, members, agents and employees (collectively "Buyer Indemnitees") from and against any and all actions, claims, demands, losses, cost and expenses, including reasonable attorneys' fees and cost, damages and liabilities arising out of or in any way connected with any claim by a third party with regarding any lease, option to purchase, right of first refusal or contracts for lease or sale of the Property.

D. No Warranties. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 8.1 (C) OF THIS AGREEMENT, IT IS UNDERSTOOD AND AGREED THAT SELLER IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING BUT NOT LIMITED TO THE SUITABILITY OR DEVELOPABILITY OF THE PROPERTY FOR BUYER'S PARTICULAR PURPOSES. BUYER ACKNOWLEDGES AND AGREES THAT UPON CLOSING SELLER SHALL SELL AND CONVEY TO BUYER AND BUYER SHALL ACCEPT THE PROPERTY "IN ITS THEN EXISTING CONDITION AS IS, WHERE IS, WITH ALL FAULTS," EXCEPT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT. BUYER HAS NOT RELIED AND WILL NOT RELY ON, AND SELLER IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR RELATING THERETO MADE OR FURNISHED BY SELLER OR ANY AGENT PURPORTING TO REPRESENT SELLER, UNLESS SPECIFICALLY SET FORTH IN THIS AGREEMENT. BUYER REPRESENTS TO SELLER THAT BUYER HAS CONDUCTED, OR WILL CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS BUYER DEEMS NECESSARY OR DESIRABLE TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS MATERIALS ON OR DISCHARGED FROM THE PROPERTY, AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER OR ITS AGENTS, OTHER THAN SUCH REPRESENTATIONS AND WARRANTIES OF SELLER AS ARE EXPRESSLY SET FORTH IN THIS AGREEMENT. UPON CLOSING, SUBJECT TO SUCH REPRESENTATIONS AND WARRANTIES OF SELLER AS ARE EXPRESSLY SET FORTH IN THIS AGREEMENT, BUYER SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY BUYER'S INVESTIGATIONS, AND BUYER, UPON CLOSING, SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED AND RELEASED SELLER, THE HOUSING AUTHORITY OF THE CITY OF PLACENTIA, AND THE CITY OF PLACENTIA (AND THEIR OFFICERS, DIRECTORS, COMMISSIONS, AFFILIATED AGENCIES, EMPLOYEES AND AGENTS) FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH BUYER MIGHT HAVE ASSERTED OR ALLEGED AGAINST SELLER OR CITY (AND THEIR OFFICERS,

DIRECTORS, EMPLOYEES AND AGENTS) AT ANY TIME BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT CONSTRUCTION DEFECTS OR PHYSICAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS REGARDING THE PROPERTY EXISTING AT OR OCCURRING PRIOR TO CLOSING.

IN CONNECTION THEREWITH, BUYER ACKNOWLEDGES, UNDERSTANDS, AND HAS READ THE CONTENTS OF CALIFORNIA CIVIL CODE SECTION 1542, AND EXPRESSLY WAIVES ALL RIGHTS BUYER HAS, OR AT SOME TIME IN THE FUTURE MAY HAVE, UNDER CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES THAT:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

THE COVENANTS SET FORTH IN THIS SECTION SHALL SURVIVE CLOSE OF ESCROW AND DELIVERY OF THE GRANT DEED.

BUYER INITIALS _____

8.2 The Purchase Price and the terms and conditions set forth in this Agreement are the result of arm's-length bargaining between entities familiar with transactions of this kind and the price, terms and conditions reflect the fact that Buyer shall not have the benefit of, and, except as represented and warranted by Seller in this Agreement, is not relying upon, any statements, representations or warranties whatsoever made by or enforceable against Seller relating to the condition, operations, dimensions, descriptions, soil condition, other environmental condition, suitability, availability of utilities, compliance or lack of compliance with any Environmental Law (defined in Section 8.4) or other state, federal, county or local law, ordinance, order, permit or regulation or any other attribute or matter of or relating to the Property. Buyer represents, warrants and covenants to Seller that, except for Seller's express representations and warranties specified in Section 9.1, Buyer is relying solely upon its own inspection and investigation of the Property. If Seller obtains or has obtained in connection with this Agreement the services, opinions or work product of surveyors, architects, engineers, attorneys, Escrow Agent, Title Insurer, governmental authorities or any other person or entity with respect to the Property, Buyer and Seller agree that Seller shall do so only for the convenience of both parties and the reliance by Buyer upon any such services, opinions or work product shall not create or give rise to any liability of or against Seller.

8.3 Governmental Approvals. Buyer agrees not to submit any land use-related applications, reports, studies or other documents, including, without limitation, plans and specifications, impact statements for water, sewage, drainage or traffic, environmental review forms or energy conservation checklists to any governmental agency or any amendment or modification to any such instruments or documents prior to the Close of Escrow unless first approved by Seller.

8.4 Environmental Matters.

A. Buyer's Representations and Release of Seller. Except for the express representations and warranties of Seller set forth in this Agreement, Buyer shall rely solely upon its own inspection of the Property in determining the Property's physical and environmental condition, and the Property's suitability for Buyer's particular purpose(s), and shall have the right to review all reports, documents and studies described in Sections 4.1.C and 4.1.D. Except for damages arising from the express representations and warranties of Seller set forth in this Agreement, Buyer waives its right to recover, and hereby releases, Seller, its officers, affiliated agencies, employees, agents and affiliates of any of them (collectively, "Seller's Related Parties") from any and all damages, losses, liabilities, costs or expenses whatsoever (including reasonable attorneys' fees and costs) and claims therefor, whether direct or indirect, known or unknown or foreseen or unforeseen, which may arise from or be related to: (i) the physical condition of the Property; (ii) the Property's suitability, usability, or developability for Buyer's particular purpose(s); and (iii) the Property's compliance or lack of compliance with and remediation or "clean-up" liabilities arising under any law including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601 et seq.), ("CERCLA") the Resources Conservation and Recovery Act of 1976 (42 U.S.C. Sections 6901 et seq.), ("RCRA") the Clean Water Act (33 U.S.C. Sections 466 et seq.), the Safe Drinking Water Act (14 U.S.C. Sections 1401-1450), the Hazardous Materials Transportation Act (49 U.S.C. Sections 1801 et seq.), the Toxic Substance Control Act (15 U.S.C. Sections 2601-2629), the California Hazardous Substances Act (Health & Safety Code Sections 25100-25600), the California Porter-Cologne Water Quality Control Act (Water Code Sections 13000 et seq.) and all regulations, rulings and orders promulgated or adopted pursuant thereto (collectively, "Environmental Laws"). Buyer acknowledges, understands, and has read the contents of Section 1542 of the California Civil Code, and expressly waives the benefits of Section 1542 of the California Civil Code, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM, MUST HAVE MATERIALLY AFFECTED THIS SETTLEMENT WITH THE DEBTOR."

BUYER'S INITIALS

B. Drainage, Erosion Control and Storm Water Pollution Prevention Plans. Buyer shall be responsible for compliance with all state, local and federal governmental and regulatory requirements with respect to drainage, erosion control, the National Pollution Discharge Elimination System ("NPDES") or Storm Water Pollution Prevention Plans ("SWPPP's") on or relating to the Property to the extent such compliance requirements arise after the Close of Escrow.

ARTICLE IX
REPRESENTATIONS AND WARRANTIES

9.1 Seller's Representations and Warranties. In consideration of Buyer's entering into this Agreement and as an inducement to Buyer to purchase the Property, Seller makes the following covenants, representations and warranties, each of which is material and is being relied upon by Buyer (and the continued truth and accuracy of which shall constitute a condition precedent to Buyer's obligations hereunder):

A. Authority. Seller has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby; requisite action has been taken by Seller in connection with the entering into of this Agreement and the instruments referenced herein, and the consummation of the transactions contemplated hereby; and no consent of any other party is required.

B. Encumbrances. Seller is the owner of the fee interest in the Property free and clear of all liens, encumbrances and other matters other than those set forth in the Title Policy and the Property is not subject to any outstanding contract of sale, right of first refusal or purchase option, in favor of any person or entity, except Buyer. Seller will not sell, lease, sublease, assign, mortgage or otherwise encumber the Property without Buyer's prior written approval, which may be withheld in Buyer's sole discretion.

C. Representations. All representations and warranties of Seller set forth in this Agreement shall be true on and as of the Close of Escrow as if those representations and warranties were made on and as of such time.

D. Legal Power. The individuals executing this Agreement and the instruments referenced herein on behalf of Seller, have the legal power, right and actual authority to bind Seller to the terms and conditions hereof and thereof.

E. No Breach. There are no contracts or agreements relating to the leasing, operation and maintenance of the Property which will be effective as to the Property following the Closing. There are no agreements, rights or agreements under which any third person or party has any right or option to purchase the Property. This Agreement and all documents required hereby to be executed by Seller are and shall be valid, legally binding obligations of and enforceable against Seller in accordance with their terms, subject only to the applicable bankruptcy, insolvency, reorganization, moratorium laws or similar laws or equitable principles effecting or limiting the rights of contracting parties generally. To Seller's knowledge, neither the execution and delivery of this Agreement and the documents referenced herein, nor the incurrance of the obligations set forth herein, nor the consummation of the transactions herein contemplated, nor compliance with the terms of this Agreement and the documents reference herein, result in the breach of any terms, conditions or provisions of, or constitute a default under, any bond, note, or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan, partnership agreement, lease, or other agreements or instruments to which Seller is a party or effecting the Property.

F. Litigation. There are no suits, claims, foreclosure proceedings, property tax protests, zoning or other administrative proceedings that are pending or, to the best of Seller's knowledge, threatened with respect to or in any manner affecting the Property.

G. Condemnation; Eminent Domain. Seller has neither received any written notice from a governmental authority, nor has any knowledge of any action regarding eminent domain proceedings for the condemnation of all or any portion of the Property. To Seller's knowledge, Seller has not received any written notices of violations, including, without limitation, any environmental law violations, that still exist from any municipal or governmental bodies regarding the Property.

H. Due Diligence. Seller has delivered to Buyer complete legible copies of the items listed on Exhibit B, if any, attached hereto. The documents delivered by Seller to Buyer are all the material documents concerning the Property that, to Seller's knowledge, are in Seller's possession or under its control.

I. Environmental Laws. Except as disclosed on Exhibit B, to Seller's knowledge, Seller has not received written notice from any governmental authority that the Property or the use or operation thereof are in violation of any Environmental Laws, and to Seller's knowledge, no such written notice has been issued and, to Seller's knowledge, no violation of any Environmental Laws has occurred. Except as disclosed on Exhibit B, to Seller's knowledge, no part of the Property has ever been used by any person or entity to refine, produce, use, store, handle, transfer, process, transport or dispose of any Hazardous Substances.

J. Zoning and Development Standards. The Buyer represents and warrants that its Due Diligence of the Property has included a review and analysis of the zoning, development, and land use regulations currently existing and governing the Property. Buyer represents and warrants that it understands such zoning, development, and land use regulations, and that by purchasing the Property, Buyer is acquiring title thereto "AS IS" and subject to such zoning, development, and land use regulations. Buyer expressly acknowledges and understands that such zoning, development, and land use regulations may limit the suitability, usability, or developability of the Property for Buyer's particular purpose(s), and that any amendment, deviation, variance, or other change or exception to the zoning, development, and land use regulations governing the Property at Closing is subject to the sole and absolute discretion of the City of Placentia, and that Buyer's application for the same may be denied. Buyer expressly acknowledges that Seller has made no representation(s) or warranty(ies) concerning or relating to the likelihood of the City of Hawaiian Garden's approving Buyer's application for any amendment, deviation, variance, or other change or exception to the zoning, development, and land use regulations governing the Property, and Buyer expressly assumes the risk that such zoning, development, and land use regulations may limit or preclude Buyer's intended use or development of the Property.

K. Seller's Exemption from Certain Disclosures. Seller hereby notifies Buyer, and Buyer hereby acknowledges and accepts, that Seller, a governmental entity, is exempt from the disclosure requirements generally applicable to transfers of residential property codified in Article 1.5 (commencing with Section 1102) of Chapter 2, of Title 4, of Part 4, of Division 2, of

the California Civil Code. Buyer hereby expressly assumes all risks associated with or arising from the Seller's exemption from such disclosure requirements.

9.2 Buyer's Representations, Warranties and Covenants. In consideration of Seller entering into this Agreement, and as an inducement to Seller to sell the Property to Buyer, Buyer makes the following representations, warranties and covenants, each of which is material and is being relied upon by Seller (the continued truth and accuracy of which shall constitute a condition precedent to Seller's obligations hereunder and in the case of C. and D., below, ongoing obligations of Buyer which shall survive the Close of Escrow):

A. Authority. Buyer has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby; all requisite action (corporate, trust, partnership or otherwise) has been taken by Buyer in connection with the entering into of this Agreement and the instruments referenced herein, and the consummation of the transactions contemplated hereby; and no consent of any other party is required.

B. Representations. All representations and warranties of Buyer set forth in this Agreement shall be true on and as of the Close of Escrow as if those representations and warranties were made on and as of such time.

C. Development Requirements. Buyer acknowledges and agrees that Seller executes this Agreement solely in Seller's capacity as property owner, and not in its capacity as municipal body. Nothing contained herein is intended to grant Buyer any entitlements, development approvals, or permits. Buyer shall comply with all applicable building, rehabilitation and development processes and conditions, including without limitation certain obligations to construct and pay for certain public improvements on property located adjacent to the Property.

ARTICLE X

CONDEMNATION, DAMAGE AND DESTRUCTION

10.1 Condemnation. If, between the date of this Agreement and the Closing Date, condemnation or eminent domain proceedings affecting any portions of the Property are initiated or are threatened to be initiated by any entity other than Buyer to such extent that it would prevent Buyer's anticipated use of the Property, then, Buyer shall have the right to either: (i) affirm this Agreement, which shall remain in full force and effect without any diminution of the Purchase Price and Seller shall assign to Buyer upon the Closing Date all of Seller's rights to any condemnation awards by depositing an assignment of said award with the Escrow Agent; or (ii) subject to and conditioned on Buyer's compliance with the remaining provisions of this Section 10.1, terminate this Agreement and Escrow Agent or Seller, as applicable, shall return the Deposit to Buyer, less one-half (½) of Escrow Agent's and Title Insurer's normal escrow and title insurance cancellation fees; and neither party shall have any further obligations or liabilities to each other, except that Buyer's indemnity obligations under this Agreement shall survive any such termination. Buyer shall not propose, institute, cooperate with or permit any condemnation of all or any part of the Property prior to the Close of Escrow.

10.2 Damage and Destruction. If, between the date of this Agreement and the Closing Date, any portion of the Property is materially damaged or destroyed to such an extent that it would prevent Buyer's anticipated use of the Property, then Buyer shall have the option by written notice to Seller to: (i) terminate this Agreement and Buyer shall have no obligation to purchase the Property and Seller shall have no obligation to sell the Property to Buyer and Escrow Agent or Seller, as applicable, shall return to Buyer the Deposit, less one-half (½) of Escrow Agent's and Title Insurer's normal escrow and title insurance cancellation fees; or (ii) affirm this Agreement, which shall remain in full force and effect without delaying the Closing and without diminution of the Purchase Price.

ARTICLE XI **MISCELLANEOUS**

11.1 Assignment. Buyer shall neither assign its rights nor delegate its obligations under this Agreement without obtaining Seller's prior written consent, which consent may be withheld in Seller's sole and absolute discretion. Upon the receipt of Seller's written consent, Buyer, Seller and Buyer's proposed assignee shall execute a written assignment and assumption agreement in a form reasonably acceptable to Seller, in which such assignee assumes all of Buyer's obligations under this Agreement. In no event shall any such assignment release Buyer from any obligations or liability under this Agreement or delay the Close of Escrow. Prior to the delivery of any such assignment executed by Seller, Buyer shall reimburse Seller for Seller's reasonable attorneys' fees and costs incurred by Seller in connection with facilitating any such assignment. Notwithstanding the foregoing, Buyer shall have the right to assign its rights or obligations under this Agreement to any affiliate, parent or subsidiary entity without Seller's prior consent.

11.2 No Foreign Investors. Seller warrants and represents to Buyer that Seller is not a foreign individual, foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations). Seller shall execute and deliver to Buyer at the Closing the Affidavit substantially in the form of Exhibit D, certifying the representations and warranties made pursuant to this Section.

11.3 Attorneys' Fees. If any action, proceeding or arbitration is brought to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to all other damages, all costs and expenses of such action, proceeding or arbitration, including but not limited to actual attorneys' fees (including the allocated costs of in-house counsel), witness fees and court costs. The phrase "prevailing party" as used in this Section shall mean the party who receives substantially the relief desired whether by dismissal, summary judgment or otherwise. The terms of this Section shall survive the Close of Escrow and shall not be merged with the Deed.

11.4 Notices. All notices and requests under this Agreement shall be in writing and shall be sent by personal delivery, facsimile or e-mail (with hard copy to follow the next business day by overnight mail), by nationally recognized overnight mail carrier such as FedEx or delivered in person to the following street addresses:

SELLER: Placentia Housing Successor Agency
401 East Chapman Avenue,
Placentia, CA 92870
Attn: Chair (of Housing Successor Agency)

BUYER: _____

Attn: _____

With a copy to: Jones & Mayer
3777 North Harbor Blvd.
Fullerton CA 92835
Attn: Christian Bettenhausen, City
Attorney/General Counsel to Housing
Successor Agency

Escrow Agent and
Title Insurer: First American Title
4 First American Way
Santa Ana, CA 92707
Attn: Erin Reardon, Senior Escrow Officer
Debbie Tognetti, Title Officer

All notices shall be effective upon the earlier of personal delivery or receipt of a facsimile confirmation statement, if sent by facsimile, or receipt of confirmation of delivery, if delivered by e-mail or a nationally recognized overnight mail carrier; provided, however, receipt of the Purchase Price shall only be effective upon actual receipt in the form required under Section 3.4. Either Party may change its address or designate a new street address for notices under this Agreement by notice complying with the terms of this Section.

11.5 Cooperation. Buyer and Seller acknowledge that it may be necessary to execute documents other than those specifically referred to in this Agreement to complete the acquisition of the Property. Each party shall reasonably cooperate with the other in connection with the requirements imposed by this Agreement upon the other, to the end that neither party shall act in any manner to impede the other in performing its obligations under this Agreement. Buyer and Seller hereby agree to cooperate with each other by executing such other documents or taking such other action as may be reasonably necessary in accordance with the intent of the parties as evidenced by this Agreement, provided such documents do not create any additional liability or expense for such party not contemplated by this Agreement.

11.6 Survival. Buyer's and Seller's representations, warranties and obligations under this Agreement shall survive the Close of Escrow and shall not be merged into or defeated by the execution, delivery or recordation of the Deed given in connection with this Agreement. By consummating the transaction contemplated by this Agreement, Buyer waives its rights under

any written disclosures made to Buyer by Seller or any other entity prior to the Closing. If prior to the Closing, Buyer receives notice of any information which indicates that any of Seller's representations and warranties are untrue, Buyer shall promptly notify Seller in writing of such information. If Buyer waives any representation or warranty, then Seller shall have no liability under this Agreement for such representation or warranty to the extent waived. If this Agreement is terminated because of a failure of conditions in Article IV or pursuant to Article X, then neither Buyer nor Seller shall have any liability if any of Buyer's or Seller's representations or warranties are inaccurate, except as set forth in Article VI.

11.7 Interpretation. This Agreement shall be construed and enforced in accordance with the laws of the State of California as applicable to contracts entered into in California among parties doing business therein. This Agreement contains the entire agreement between the Parties respecting the purchase and sale of the Property and supersedes all prior negotiations, discussions, understandings and agreements, both oral and written, between the parties with respect to such matters. This Agreement shall not be effective between the parties until the date this Agreement is executed and delivered into Escrow by both Seller and Buyer. This Agreement may not be modified or amended in any way except by a writing executed by both Buyer and Seller. All Exhibits referenced herein are incorporated by this reference in this Agreement. The section headings of this Agreement are for convenience only and are not to be construed as part of this Agreement and do not in any way amplify or define the terms, conditions, and covenants of this Agreement and shall not be used in construction or interpretation of this Agreement. There are no third-party beneficiaries to this Agreement. Unless the context otherwise indicates, whenever used in this Agreement, the word "party" or "parties" means Buyer or Seller or both, as the context may require. Time is of the essence in the performance of each term of this Agreement.

11.8 Successors and Assigns. Subject to the restrictions set forth in Section 10.1, this Agreement shall be binding upon and inure to the benefits of the successors and assigns of the parties to this Agreement. In no event shall Buyer have any right to delay or postpone the Closing to create a partnership, corporation or other form of business association or to obtain financing to acquire title to the Property or to coordinate with any other sale, transfer, exchange or conveyance.

11.9 Severability. If any term or provision of this Agreement is determined to be invalid or unenforceable, the remaining terms and provisions shall not be affected thereby and shall remain in full force and effect to the maximum extent permitted by law.

11.10 Dates. Whenever any determination is to be made or action is to be taken on a date specified in this Agreement, if such date shall fall on Saturday, Sunday or legal holiday under the laws of the State of California, then in such event said date shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

11.11 Counterparts; Telefacsimile Execution. This Agreement may be executed in counterparts, all of which shall constitute the same Agreement, notwithstanding that all parties to this Agreement are not signatory to the same or original counterpart. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of an original executed counterpart. Any party delivering an executed counterpart of this Agreement

by telefacsimile also shall deliver an original executed counterpart of this Agreement, but the failure to deliver an original executed counterpart shall not affect the validity, enforceability and binding effect of this Agreement. Signature and acknowledgement pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one (1) document.

11.12 No Assumption of Seller's Liabilities. Buyer is acquiring only the Property from Seller and is not the successor of Seller. Except only for the obligations accruing after the Closing Date or assumed in writing by Buyer, Buyer does not assume or agree to pay, or indemnify Seller or any person or entity against any liability, obligation or expense of Seller or relating to the Property.

11.13 Limitation of Liability. No advisor, trustee, director, officer, partner, member, employee, beneficiary, shareholder, participant or agent of or in Seller or Buyer shall have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into under or pursuant to the provisions of this Agreement, or any amendment or amendments to any of the foregoing made at any time or times, heretofore or hereafter. The terms of this Section survive the Closing or termination of this Agreement.

(Signature Page Follows Immediately)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

“BUYER”:

By: _____

Name: _____

Its: _____ (title)

Dated: _____, 2018

“SELLER”:

Housing Successor Agency to the
Redevelopment Agency of the City of
Placentia,
a municipal corporation

By: _____

Name: Damien Arrula

Its: Executive Director

Dated: _____, 2018

DRAFT

EXHIBIT A

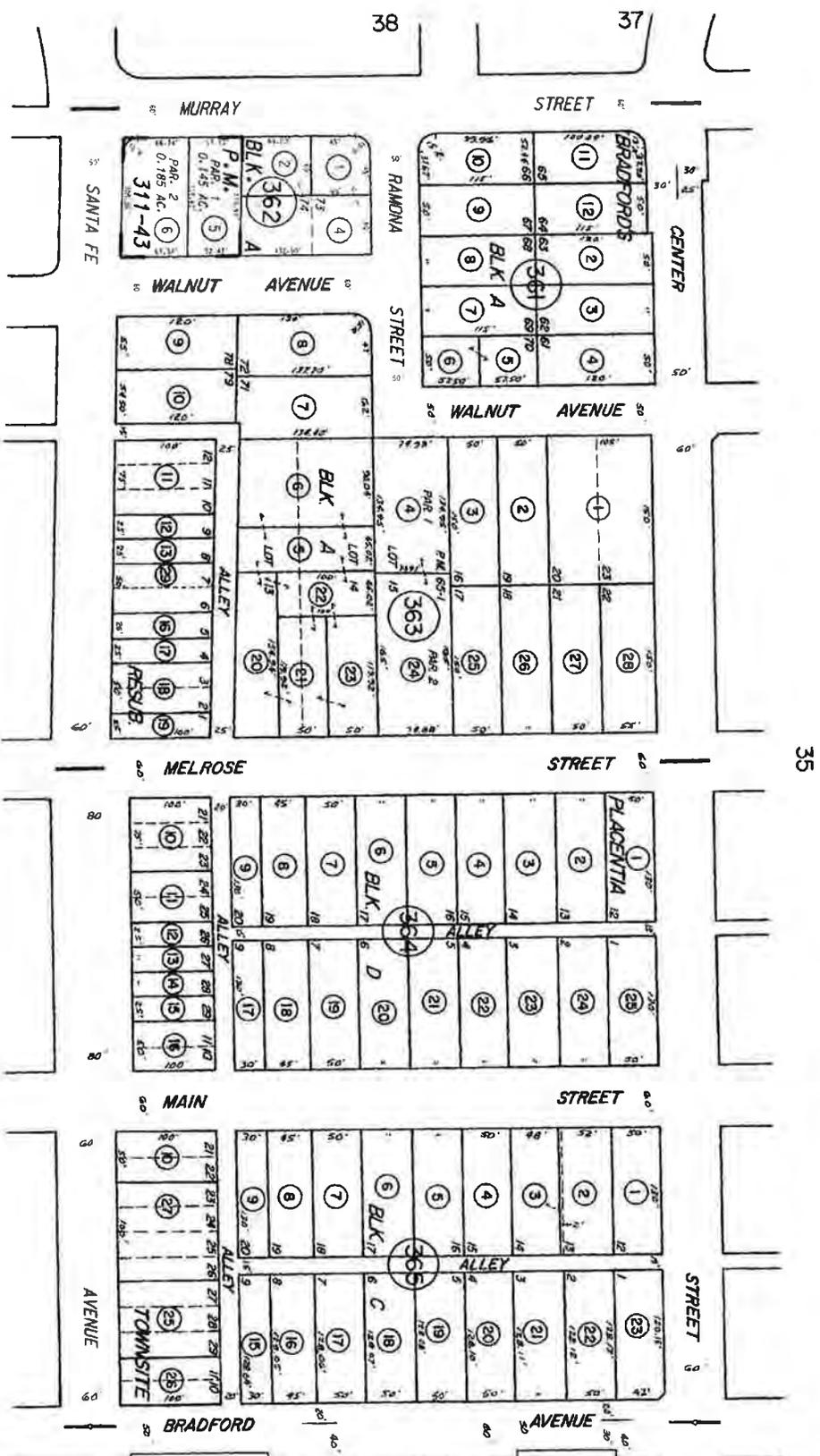
(Legal Description of the Property)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF PLACENTIA, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:
LOT 8 IN BLOCK D OF THE TOWNSITE OF PLACENTIA, IN THE CITY OF PLACENTIA, COUNTY OF ORANGE,
STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN **BOOK 6, PAGE 38, OF MISCELLANEOUS MAPS**, RECORDS OF ORANGE COUNTY, CALIFORNIA.
EXCEPT THEREFROM ALL WATER AND SUBSURFACE WATER RIGHTS, BELOW A DEPTH OF 500 FEET,
WITHOUT THE RIGHT FO SURFACE ENTRY, AS DEDICATED OR RESERVED IN INSTRUMENTS OF RECORD.
APN: 339-364-18

DRAFT

THIS MAP WAS PREPARED FOR ORANGE COUNTY, CALIFORNIA, BY THE ASSESSOR UNDER AUTHORITY OF THE ASSESSOR ACT AND CHAPTER 45, TITLE 46, SECTION 46000, AND ITS ACCURACY IS NOT GUARANTEED. ANY LIABILITY FOR OTHER USES, NOT TO BE REPRODUCED, ALL RIGHTS RESERVED. © COPYRIGHT, SHAWNEE COUNTY, ASSESSOR 2007

339-36



MARCH 1978

PLACENTIA TOWNSITE
BRADFORDS RESUB.
P.M. 6-38
M.M. 8-65
P.M. 65-1, 311-43

NOTE - ASSESSOR'S BLOCK & PARCEL NUMBERS SHOWN IN CIRCLES

ASSESSOR'S MAP BOOK 339 PAGE 36 COUNTY OF ORANGE



EXHIBIT B

No Documents Attached or Provided by Seller

DRAFT

EXHIBIT C

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Attention: _____

SPACE ABOVE THIS LINE FOR
RECORDER'S USE

Documentary Transfer Tax is set forth in a separate statement that is not part of the public record.

GRANT DEED

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the Housing Successor Agency to the Redevelopment Agency of the City of Placentia, a public entity organized and existing under California Health and Safety Code Sections 34170 *et seq.* ("Grantor"), hereby grants to _____, a _____ ("Grantee"), all that certain real property located in the County of Orange, State of California, more particularly described on Exhibit A, attached hereto and incorporated herein by this reference.

This grant and conveyance is made and accepted subject to:

1. All general and special real property taxes and assessments that are not delinquent, including supplemental taxes assessed as a result of this conveyance; and

(Signature of Grantor Follows Immediately)

IN WITNESS WHEREOF, this Grant Deed has been executed this ___ day of _____, 2018.

GRANTOR:

HOUSING SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF PLACENTIA, a public entity organized and existing under California Health and Safety Code Sections 34170 *et seq.*

By: _____

Name: Damien Arrula

Its: Executive Director

ATTEST:

By: _____

Name: Patrick J. Melia

Its: City Clerk/Housing Successor Agency Secretary

APPROVED AS TO FORM:

Jones & Mayer

By: _____

Name: Christian Bettenhausen

Its: City Attorney/Housing Successor Agency Counsel

EXHIBIT D

AFFIDAVIT

The HOUSING SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF PLACENTIA, a public entity organized and existing under California Health and Safety Code Sections 34170 *et seq.* (“Seller”), hereby certifies to _____ (“Buyer”), as follows:

1. Seller understands and acknowledges that this Affidavit may be disclosed to the Internal Revenue Service by Buyer in connection with that certain Purchase and Sale Agreement and Escrow Instructions dated as of _____, 2018 (collectively, with any and all amendments thereto, the “Purchase Agreement”), between Buyer and Seller, as evidence of Buyer’s compliance with Section 1445 of the Internal Revenue Code;
2. Seller is not a foreign individual, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
3. Seller’s U.S. Employer Identification Number is _____;
4. Seller’s office address is 401 East Chapman Avenue, Placentia, CA 92870;
5. Seller further understands and acknowledges that this Affidavit may be disclosed to the Franchise Tax Board of California by Buyer in connection with the Purchase Agreement;
6. Section 18662 of the California Revenue and Taxation Code provides that a buyer may be required to withhold 3 1/3% of the sales price of the California property sold by a non-resident seller, unless the sales price of the property is less than \$100,000.00;
7. Seller is not subject to any withholding pursuant to Section 18662 of the California Revenue and Taxation Code; and

The undersigned understands that any false statements contained in this Affidavit could be punished by fine or imprisonment or both. The undersigned certifies on behalf of Seller under penalty of perjury that the foregoing is true and correct, and that the undersigned is duly authorized to execute this Affidavit on behalf of Seller.

Dated as of this ____ day of _____, 2018, at _____, California.

HOUSING SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF PLACENTIA, a public entity organized and existing under California Health and Safety Code Section 34170 *et seq.*

By: _____

Name: Damien Arrula

Its: Executive Director

DRAFT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

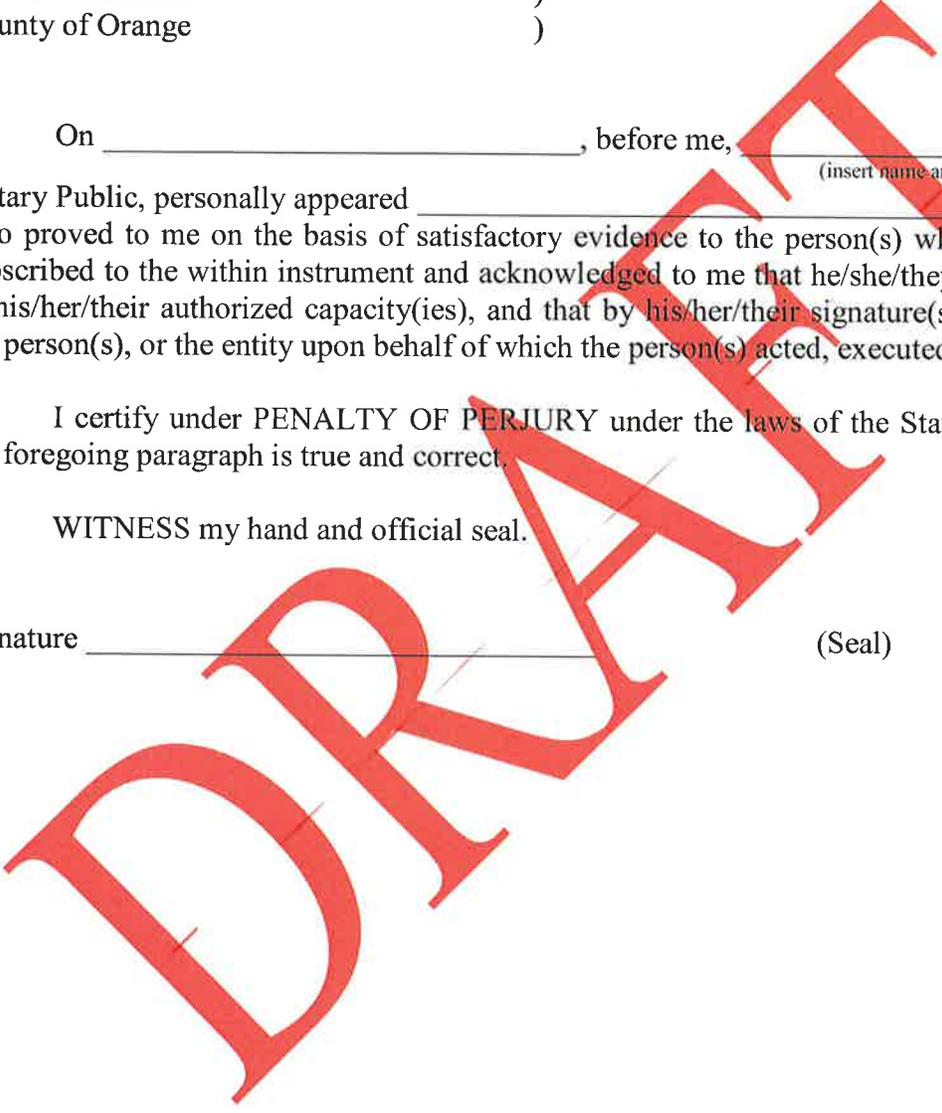
On _____, before me, _____
(insert name and title of the officer)

Notary Public, personally appeared _____
who proved to me on the basis of satisfactory evidence to the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)



**SUMMARY REPORT PURSUANT TO
SECTION 33433 OF
CALIFORNIA COMMUNITY REDEVELOPMENT LAW
IN CONNECTION WITH THE SALE OF PROPERTY
BY AND BETWEEN THE HOUSING SUCCESSOR AGENCY
OF THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF PLACENTIA
AND SANTANA INVESTORS, LLC**

This summary report ("Summary Report") for the proposed sale and disposition of property purchased with property tax increment funds has been prepared by the Housing Successor Agency to the former Placentia Redevelopment Agency ("Housing Successor Agency") pursuant to Health and Safety Code Section 33433. This Summary Report sets forth certain details of the proposed sale and disposition of property between the Housing Successor Agency and Santana Investors, LLC (the "Buyer") yet to be approved by the legislative body of the Housing Successor Agency.

The Housing Successor Agency proposes to sell, at fair market value, the approximately 5,850 square foot vacant, residentially zoned parcel owned by the former Placentia Redevelopment Agency's ("Redevelopment Agency") to Santana Investors, LLC. The Property is located at the following address (with Assessor Parcel Number in parenthesis): 229 S. Main Street, Placentia, CA 92870 (339-364-18).

I. BACKGROUND

Section 33433 of the Community Redevelopment Law of the State of California (California Health and Safety Code, Sections 33000 et. seq.) provides that if a redevelopment agency wishes to sell or lease property to which it holds title and if that property was acquired in whole or in part, directly or indirectly, with tax increment funds, the redevelopment agency must obtain approval of the proposed sale or lease by resolution of the legislative body after a legally noticed public hearing. A copy of the proposed sale or lease agreement(s) and a summary report that describes and contains specific financing elements of the proposed transaction(s) shall be available for public inspection prior to the public hearing.

Pursuant to Section 33433, the Summary Report must include the following information:

- The cost of the agreement to the redevelopment agency, including land acquisition costs, clearance costs, relocation costs, the costs of any improvements to be provided by the redevelopment agency, plus the expected interest on any loans or bonds to finance the agreement;
- The estimated value of the interest to be conveyed or leased, determined at the highest and best uses permitted under the redevelopment plan;
- The estimated value of the interest to be conveyed or leased, determined at the use and with the conditions, covenants, and development costs required by the sale or lease. The purchase price or present value of the lease payments which the lessor will be required to make during the term of the lease.
- If the sale price or total rental amount is less than the fair market value of the interest to be conveyed or leased, determined at the highest and best use consistent with the

redevelopment plan, then the redevelopment agency shall provide as part of the summary an explanation of the reasons for the difference.

- An explanation of why the sale or lease of the property will assist in the elimination of blight, with reference to all supporting facts and materials relied upon in making this explanation.

This Summary Report outlines the primary details of the proposed sale and disposition of the Property between the Housing Successor Agency and the prospective Buyer. This Summary Report is being prepared because tax increment funds from the former Redevelopment Agency were used to acquire the Property. The Summary Report is based upon information regarding the proposed sale of the Property and addresses the requirements pursuant to Health and Safety Code Section 33433.

II. REPORT ORGANIZATION

This report is based upon information in connection with the proposed sale and disposition of the Property and is organized into the following seven sections:

- **Summary of the Proposed Sale & Disposition** – This section includes a description of and other relevant information pertaining to the proposed sale of the Property between the Housing Successor Agency and the prospective Buyer;
- **Cost of the Proposed Sale & Disposition to the Agency** – This section summarizes the estimated costs of the proposed sale of the Property to the Housing Successor Agency;
- **Estimated Value of the Interest to be Conveyed Determined at the Highest and Best Use Permitted Under the Redevelopment Plan** – This section estimates the value of the property interest to be conveyed, determined at the highest and best use permitted under the redevelopment plan for the Project Area;
- **Estimated Value of the Interest to be Conveyed Determined at the Use and with the Conditions, Covenants, and Development Costs Required by the Sale** – This section estimates the value of the property interest to be conveyed determined at the use and with the conditions, covenants, and development costs required by the sale or lease;
- **Consideration Received and Comparison with the Established Value** - This section includes an explanation if the sale price is less than the fair market value of the interest to be conveyed or leased, determined at the highest and best use consistent with the redevelopment plan.
- **Elimination of Blight** – This section describes the existing conditions on the Property and includes an explanation of how the proposed sale will assist in the elimination of blight;

This Summary Report sets forth certain details of the proposed sale and disposition of the Property by the Housing Successor Agency to the prospective Buyer. A copy of the proposed purchase and sale agreement ("PSA"), which the prospective Buyer will be required to execute, in substantially the attached form, to effectuate the sale of the Property is attached to this Summary Report (see Attachment "A"). This Summary Report is made available for public

inspection and copying on the date that the first notice of the joint public hearing is published, which is Friday, July 13, 2018. The public hearing relating to the proposed sale of the Property is scheduled for Tuesday, July 24, 2018 at 7:00 p.m., in the City Council Chambers, at 401 East Chapman Avenue, Placentia, CA 92870.

III. SUMMARY OF PROPOSED SALE AND DISPOSITION OF PROPERTIES

As previously described, the Housing Successor Agency intends to sell, at fair market value, the Property to the prospective Buyer in its "As-Is" condition for a purchase price of \$340,000. The Property was originally acquired by the former Redevelopment Agency to expand and preserve the supply of affordable housing and alleviate blighting conditions in the City in furtherance of the Redevelopment Plan and 2010-2014 Five-Year Implementation Plan ("Implementation Plan") goals and objectives.

IV. COST OF THE PROPOSED SALE AND DISPOSITION TO THE AGENCY

The Housing Successor Agency's cost under the proposed sale of the Property is comprised of the costs associated with the original acquisition and the sale of the Property, including but not limited to the payment of real estate commissions, escrow services, title policy and documentary transfer taxes (if any) and other miscellaneous costs associated with conveyance of the Properties, which will be determined at the time of the closing of the proposed sales transaction. The specific costs to the former Redevelopment Agency as it pertains to land acquisition costs for the Property is reflected in the following table:

No.	Address	APN	Land Acquisition Cost
1.	229 S. Main Street	339-364-18	\$185,000

V. ESTIMATED VALUE OF THE INTEREST TO BE CONVEYED DETERMINED AT THE HIGHEST AND BEST USE PERMITTED UNDER THE REDEVELOPMENT PLAN

As described throughout this Summary Report, the Housing Successor Agency is proposing to sell the Property to the prospective Buyer. The Property will be sold in its current "as is" condition and no express or implied representations have been made to the prospective Buyer by the Housing Successor Agency regarding suitability for desired use, zoning and land use, subsurface compaction and/or the existence or non-existence of toxic waste, hazardous materials, and/or undesirable substances in or on the Property.

The prospective Buyer of the Property will be required to secure any and all land use and other entitlements, permits and approvals, which may be required by the City and any other governmental agency having jurisdiction over the Property, including any environmental review required in connection with any development project application submitted by the prospective Buyer.

The estimated value of the interest to be conveyed for the Property determined at the highest and best use permitted under the former Redevelopment Agency's Redevelopment Plan takes into consideration the uses and development potential permitted under the City of Placentia zoning code. Fee simple interest in the Property will be transferred through its proposed sale and disposition.

The low range of value was determined based on the estimate of market value of the subject Property as determined by an appraisal reported prepared by R.P. Laurain & Associates, Inc. dated on March 28, 2018. Since that time, the Housing Successor Agency has marketed the Properties for sale and has reviewed recent sales of comparable properties, in the immediate area, and real estate valuation trends as well as purchase offers received from the marketing and proposed sale of the Property, which was used as a basis for determining the high-end of the range of fair market value of the subject Property for this Summary Report.

The table below illustrates the estimated fair market value range for the Property:

No.	Address	APN	Fair Market Value Range	
			Low*	High**
1.	229 S. Main Street	339-364-18	\$257,000	\$340,000

*Value contained in this column represents the estimate of market value of the subject Property as determined by an appraisal reported prepared by R.P. Laurain & Associates, Inc. on March 28, 2018.

**Value contained in this column represents the highest purchase offer received for the Property from the prospective Buyer.

VI. ESTIMATED VALUE OF THE INTEREST TO BE CONVEYED AT THE USE AND WITH THE CONDITIONS, COVENANTS, AND DEVELOPMENT COSTS REQUIRED BY THE SALE

Pursuant to the discussion in Section V above, The Properties will be sold in “as-is, where is” condition and therefore no conditions, covenants, and development costs are required by the sale. The prospective Buyer will be required to pay fair market value for the Property based on the highest purchase offer received as a result of the marketing and sale of the Property, which is a purchase price of \$340,000.

VII. CONSIDERATION RECEIVED AND COMPARISON WITH THE ESTIMATED VALUE OF THE INTEREST TO BE CONVEYED

As mentioned in Section VI, the Property will be sold for fair market value in “as-is, where is” condition and therefore no conditions, covenants, and/or development costs will be required by the sale. Therefore, the consideration to be received by the Housing Successor Agency is equal to the estimated value of the interest to be conveyed. Further, the highest and best use permitted under the City of Placentia zoning code is determined to be the same as and equal to the fair market value of the Property.

VIII. ELIMINATION OF BLIGHT

The former Redevelopment Agency, established in 1982, sought to acquire the subject Property for the purpose of eliminating remaining blight conditions, encouragement of private development activities, and increasing, improving, and preserving the City’s supply of low and moderate-income housing through the continued implementation of the Redevelopment Plan and

Implementation Plan. The goals, objectives, programs, and expenditures contained in the Implementation Plan to contribute to the elimination and alleviation of blighting conditions as follows:

- Re-planning, redesign and/or redeveloping areas suffering from economic dislocation and disuse;
- Re-planning, redesign and/or redeveloping areas which are stagnant or improperly utilized, and which could not be accomplished by private enterprise acting alone without public participation and assistance;
- Protecting and promoting sound development and redevelopment of blighted areas and general welfare of the citizens of the City by remedying such injurious conditions through the employment of appropriate means;
- Installation of new or replacement of existing public improvements, facilities, buildings, and utilities in areas which are currently inadequately served with regard to such improvements, facilities, buildings, and utilities;
- Promoting retention of existing businesses and encouraging new business opportunities; creating a physical environment within the Project Area that will support economic development through private investment activities; and
- Other means as determined appropriate.

The signs of blight that existed prior to the dissolution of the former Redevelopment Agency still exist today. The subject Property is currently vacant and underutilized, which could contribute to depreciated and/or stagnant property values in the City. The proposed sale of the Properties, as described herein, will help eliminate blight within the Project Area as it will likely lead to the development of the Properties, increase of the current property tax base, and promote and stimulate economic activity and growth within the City.



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

FROM: CITY ADMINISTRATOR

DATE: JULY 24, 2018

SUBJECT: **RESOLUTION PROPOSING AND SUBMITTING TO THE VOTERS AT THE GENERAL MUNICIPAL ELECTIONS TO BE HELD ON NOVEMBER 6, 2018, A PROPOSAL TO ADOPT AN INITIATIVE ORDINANCE ESTABLISHING A LOCAL ONE CENT TRANSACTIONS (SALES) AND USE TAX, DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS, AND AUTHORIZING AND SETTING DEADLINES FOR THE FILING OF ARGUMENTS FOR OR AGAINST THE BALLOT MEASURE**

FISCAL

IMPACT: IF ENACTED BY VOTERS, GENERATES APPROXIMATELY \$5,000,000 IN LOCALLY CONTROLLED REVENUE NOT SUBJECT TO SEIZURE BY THE STATE

SUMMARY:

The State of California has taken over \$32.8 million in local tax dollars from Placentia since Fiscal Year 1992-93 and the City continues to lose an estimated \$2.1 million dollars every year. Since 2012 the City has been forced to adopt General Fund budgets with structural deficits. For Fiscal Year (FY) 2017-18, the structural operating deficit grew to \$6.1 million. Based upon the Citizens Fiscal Sustainability Task Force, the newly developed 10-year long term financial plan indicates that the City will continue to incur growing structural deficits each year ranging from \$7.9 million to \$11.3 million by FY 2028-29. In addition, in order to adopt a balanced budget for FY 2018-19, the City cut \$2.7M or about 15% of its operating budget, with the largest reduction coming from the City's Police Department. In total, this resulted in the elimination of 11 full-time equivalent positions, including one permanent police officer position, closing or reducing operating hours of community centers, and eliminating certain community-wide special events.

The City must identify and secure a reliable, long-term funding stream that is locally controlled where revenue is not subject to seizure or elimination by the State. Many other cities in California have used local funding mechanisms to achieve this goal, which ensures that taxpayer dollars stay local to address community priorities. The intent of tonight's action is to allow the City of Placentia's residents to decide if they wish to do so, approve a locally enacted revenue measure to ensure that the City is able to maintain vital services our community has identified, such as:

- Repairing and maintaining potholes, streets and sidewalks
- Providing quick 911 medical emergency response
- Providing fire protection and emergency medical services
- Maintaining our local Placentia Police Department

3.a.
July 24, 2018

- Reduce gang activity and drug related crimes
- Keeping public areas clean and free of graffiti

A local, one percent (1 cent) Transactions and Use ("Sales" Tax) would allow the City to fund services at levels consistent with the community's priorities and the public's desired quality of life, and would prevent the need for further significant cuts to vital City services and programs. This action approves a resolution proposing and submitting to the voters at the General Municipal Election to be held on November 6, 2018, a proposal to adopt an initiative ordinance establishing a one cent (TUT/sales tax), directing the City Attorney to prepare an impartial analysis, and authorizing and setting deadlines for the filing of arguments for or against the ballot measure.

RECOMMENDATION:

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

1. Approve Resolution No. R-2018-XX, a Resolution of the City Council of the City of Placentia, California Proposing and Submitting to the Voters at the General Municipal Election to be Held on November 6, 2018, a Proposal to Adopt an Ordinance Establishing a Local, One Cent Transactions and Use ("Sales") Tax; Directing the City Attorney to Prepare an Impartial Analysis; and Authorizing and Setting Deadlines for the Filing of Arguments For or Against the Ballot Measure; and
2. Waive full reading, by title only, and introduce for first reading Ordinance No. O-2018-XX, An Ordinance of The City of Placentia, California Enacting a Local Transactions and Use Tax ("Sales Tax") to be Administered by The California Department of Tax and Fee Administration, Subject to Adoption By the Electorate; and
3. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

DISCUSSION:

The State of California has taken over \$32.8 million in local tax dollars from Placentia since 1992. The City will continue to lose in excess of \$2.1 million dollars every year in General Fund property tax revenues due to the State's required shift of Education Revenue Augmentation Fund (ERAF).

In addition, despite the economy continuing to grow during the last two years, the City's sales tax revenue has declined during the same period. The reduction in sales tax revenue can attributed to the trend of online retail shopping. Traditional retail ("Brick and Mortar") stores generate 1 cent of local sales tax revenue to the City for every dollar of sales volume. Internet sales, however, generate approximately 1/10th of 1 cent of local sales tax revenue to the City for every dollar of sales volume. With the trend toward online purchases increasing significantly in the last few years, the City has been experiencing a decline in sales tax revenue, despite the economy growing.

Like many other California cities, all of the above-mentioned revenue losses are due to factors outside the City's control.

In response to decreasing revenues, the City has done much over the past several budget cycles to address its financial situation. Through various economic development strategies, revenue opportunities were created, including installing two digital billboards on City-owned property along the 57-freeway corridor. The two billboards generate a minimum of \$500,000 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. The City also entered into an Exclusive License Agreement with Galaxy Oil Company (Galaxy) for a period of ten (10) years for the purpose of constructing, installing, operating, and maintaining a retail self-service 76 Gasoline Station (Station) at a City-owned property located at 480 S. Placentia Avenue. The recently opened Station is estimated to generate \$25,000 in base rent and between \$200,000 and \$350,000 annually in general fund revenue to the City

In addition, primarily through sponsorships and limited grants from various nonprofits such as the Placentia Community Foundation, many of the City's recreation and community services special programs and events have continued. Sponsorships and grants are key to raising funds to allow the City to have quality community events including the annual Concerts & Movies in the Park; Christmas Tree Lighting Ceremony; and the Heritage Parade and Festival. Furthermore, as a result of Volunteers In Policing (VIPS) and Radio Amateur Civil Emergency Service (RACES), thousands of volunteer service hours are given to the City to support vital public safety department operations and services.

The City Council has also sought to find ways to raise revenue in those areas under its control, such as the imposition of cost recovery fees for services and other items, ensuring that the City is capturing revenue when appropriate.

Fiscal Year 2018-19 Budget

It is important to note; the FY 2018-19 Budget does not maintain all of the prior service levels the City has provided in the past. Although no new services have been added, there are existing services or programs that have not been funded due to limited revenues. The City made a total of \$2.7 million dollars in general fund revenue and expenditure reductions which includes the following:

- A reduction of 8 full-time vacant positions
- A reduction of 6,444 part-time hours
- All non-mandated training and conferences eliminated in all departments
- All department budgets reduced 15% except contracts or mandated costs
- All future vacant positions will be reviewed on a case-by-case basis before hiring a replacement
- Cuts to programs and expenditures including National Night Out and Concerts in the Park

- Deferred critical maintenance to public infrastructure, including critically needed street paving
- Non-replacement of City vehicles and equipment

These cuts, which add up to \$2.7 million in ongoing costs are not nearly enough for the City to achieve and sustain long term fiscal health. As noted, the City has been addressing these forecasts with cuts throughout the organization; however, without a change in revenues, future budgets may not be balanced without drastic reductions to services. The City's financial situation is not in response to an action, but in spite of significant actions already taken. Unfortunately, these measures have not been enough to close the City's structural budget deficit. While the City has made great strides in economic development, obtaining grant funding and using restricted funding, the current General Fund budget does not address the following deferred infrastructure maintenance:

- Streets & Roads: Additional \$3.7 million per year (Harris & Associates)
- Facilities & Parks: \$700,000 to \$900,000 per year (Jorgenson Report on Facilities)
- Vehicles & Equipment: \$300,000 per year (City of Anaheim Evaluation Report)
- Unfunded Capital Improvement Projects: \$1.3 million to \$1.6 million per year (Approved CIP Cost Estimates)

Lastly, despite efforts to cut costs to balance the annual budget, there has been additional review and determination by the following entities that the City needs additional revenue to maintain the quality of services and build adequate reserves. These independent entities include:

- Citizens Fiscal Sustainability Task Force
- City's Auditors
- State Auditor's Office
- Bond Rating Agencies

Citizen Fiscal Sustainability Task Force

In response to these ongoing challenges, on March 3, 2015 the City Council created a Citizens Fiscal Sustainability Task Force ("Task Force") and appointed seven members. The main goal of the Task Force was to develop a methodology to assess the City's fiscal sustainability status, identify areas of concern, solicit and evaluate expenditure reduction and revenue enhancement options from the community, Council and Staff and report their findings to the City Council. The Task Force conducted over 30 public meetings over a 2 ½ year period. Each public meeting lasted between two and three hours. They received reports on the City's financial situation, including the revenues the City receives and the various cuts and adjustments the City Council has made over the recent past; departmental presentations on department budgets, staffing, responsibilities, and previous steps taken to reduce costs; information on citywide costs and infrastructure projects; and a presentation on what local revenue options are available to the City.

On September 19, 2017, the Task Force presented a final comprehensive report to the City Council. The final Task Force report identified several areas of sustainability concern. One major work product contained within the final report is a 10-year financial forecast. This document was prepared with Task Force members using twenty (20) years of historical trend data, coupled with known factors as well as recent trends in revenue. This 10-year forecast verified the extent of the City's fiscal sustainability and determined that in FY 2019-20, the City is forecast to have a deferred infrastructure maintenance deficit of \$6.1 million, increasing to \$6.5 million by FY 2024-25, and total structural deficits ranging from \$7.9 million to \$11.2 million over that same timeframe. In summary, the final Task Force report included the following recommendations:

- Implementing cost-cutting and emergency reserve measures (the majority of which have now been implemented)
- Identifying options for revenue generation (several have been implemented)
- Continue to engage citizens on our fiscal sustainability efforts

Specifically, the City Council requested that the Task Force along with Staff host three (3) community meetings in October and November to engage the City's residents on the City's fiscal challenges, discuss community priorities and revenue solutions. In those meetings an informal survey was conducted to determine interest in examining a variety of potential locally controlled revenue solutions designed to make the City more fiscally sustainable. In addition to the community meetings, the City posted an online version of the community meeting presentation and solicited additional input.

Community Conversations and Feedback

In April 2018, the City retained the services of The Lew Edwards Group (LEG) to assist the City in its communications and outreach efforts regarding resident service priorities. That agreement included conducting a survey to ascertain public perceptions of the City, priorities for City services, and constituent views towards a potential locally enacted and controlled revenue measure.

Over the past few months, City Staff provided numerous presentations to resident and service organizations about the City's fiscal condition and to obtain input on service priorities. Copies of the survey have been placed on the City's website and various social media platforms. The City has received hundreds of responses to the community surveys which are designed to obtain feedback on what City services are important to our residents. In addition, community updates have been circulated to the residents, service groups and businesses through various informational mailers.

Based on feedback received from hundreds of community members, the top priorities for Placentia include in priority order:

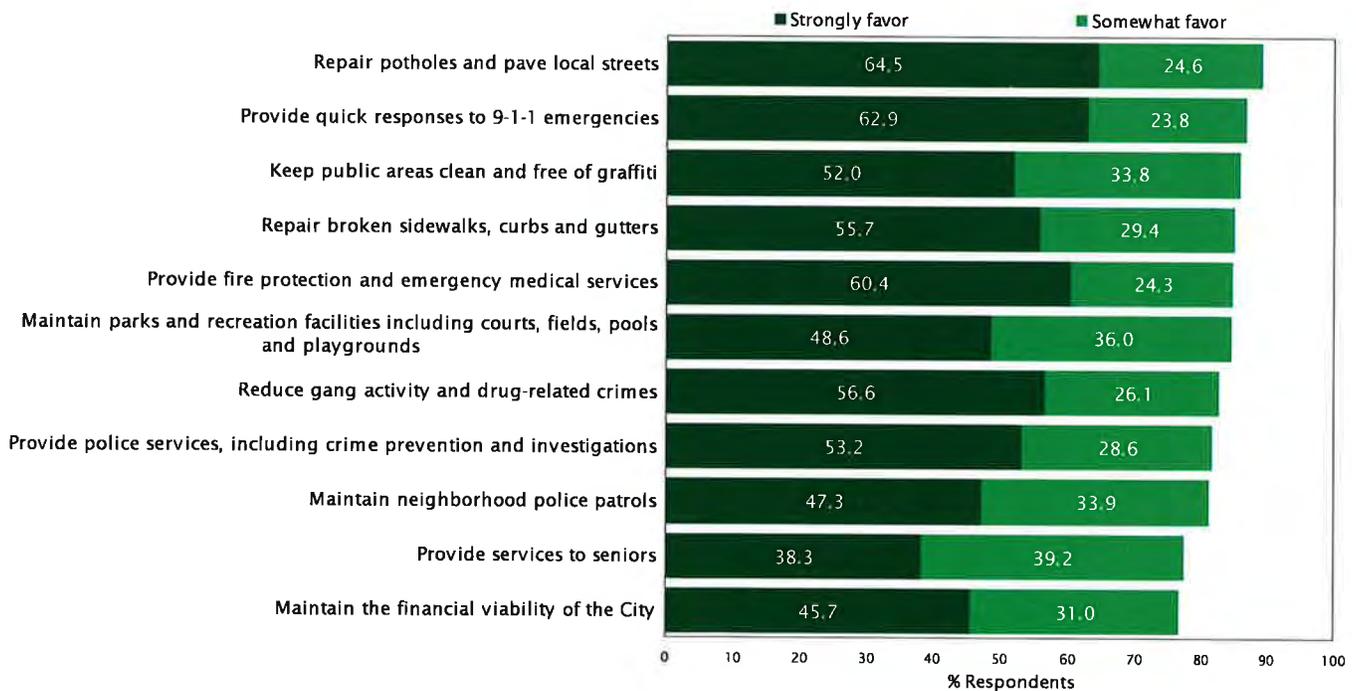
- Paving potholes and streets
- Ensuring quick responses to 911 emergencies
- Keeping public areas clean and graffiti-free

- Providing fire protection and emergency medical services
- Repairing broken sidewalks, curbs and gutters
- Addressing gangs, drugs and crime prevention

In addition, the City in conjunction with LEG, commissioned Dr. Timothy McLarney from True North Research to conduct a scientifically valid quality of life survey of likely registered voters. The survey was conducted in May and a wide range of information was assessed to ensure a comprehensive, balanced and unbiased study.

While there are a number of local revenue measure options available to the City, and all of those options were presented to the Task Force and to the City Council at the September 19, 2017 City Council Meeting, based upon feedback received from the aforementioned community meetings and online survey, the True North survey tested ballot language for a one-cent local sales tax. The results indicate that Placentia voters are willing to support a sales tax (at 61%-65% for a simple majority requirement measure) in order to provide adequate funding for, among other things, core City services.

As illustrated in the diagram below, residents were highly supportive of efforts to preserve Placentia's quality of life through maintaining public infrastructure including roads, sidewalks, and repairing potholes. Placentia residents were also very interested in maintaining the City's low 911 response times and the local Placentia Police Department, especially the Police Department's ability to provide crime prevention and investigation services. Finally, residents highly rated Placentia's quality of life, and strongly supported efforts to protect and maintain existing services.



Local Infrastructure Needs

Over the last few decades the City has used restricted funding and grant revenues to help support the critical maintenance and repair of local streets and roads. Nonetheless, despite efforts to obtain additional grant and restricted funding, Placentia's streets and roads are significantly deteriorating due to the lack of funds for consistent basic maintenance—and the City's residents want them addressed. In fact, Placentia streets and roads have been rated the 2nd worst in Orange County by the Orange County Transportation Authority. Major repairs and street paving have been deferred over the past seven years. The City of Placentia is responsible for maintaining over 100 linear miles of streets and roads, and we wish to make these repairs now, before it becomes significantly more expensive in the near future. Placentia's unfunded street and road repair liability has grown to \$28.9 million and is projected to grow to \$62.5 million if additional funding is not secured each year to address streets and roads.

Public Safety Needs

Public safety continues to be a priority in Placentia and represents over 52% of the City's General Fund. However, due primarily to statewide early jail release laws, crime related to residential and commercial burglary and vehicle break-ins has increased in Placentia over the last year. Without a continued local funding source, the City will be forced to cut public safety services, including gang and drug prevention and proactive neighborhood police patrols. The City needs additional funds to continue to provide citywide crime prevention, gang and youth violence prevention and intervention programs.

Legislation on Sales and Use and Transactions and Use Tax

State Tax Laws and the "Sales and Use" and "Transactions and Use" Distinction State law prescribes the limits and authority for the State and its political subdivisions, including cities, to collect and impose sales taxes. While commonly known as the "sales tax," State law distinguishes between a "sales and use tax" and "transactions and use tax" due to differences in tax base, with a transactions and use tax allowing for taxation on retail sales without being based on the location (or *situs*) of a sale.

Under State law, a Charter city may impose or increase a local transactions and use tax for general purposes if an ordinance is approved by a majority vote of a city council and a simple majority vote of the city's qualified electors. As a local, voter-approved measure, these funds are locally controlled and cannot be taken by the state.

Despite the different provisions of State law that apply to "sales and use taxes" and "transactions and use taxes," they both are commonly referred to as the "sales tax" and, as a practical matter, are administered similarly by State and local governments. As such, local ordinances and ballot measures that technically seek authority to collect a "transactions and use tax" are simply referred to as a "sales tax."

Revenue from a sales tax may be used for general or specific purposes, but that designation is significant under State law. A “general tax” requires a simple majority vote of the electorate for approval, while a “special tax” requires a two-thirds majority of the electorate. Courts have determined a tax is general when its revenues are available for expenditure for any and all governmental purposes.

In 2004 and 2010, two statewide ballot initiatives (Propositions 1A and 22) were approved by California voters, both of which increased protection against State reallocation of local sales tax revenues to fund the State’s agencies or programs. Article XIII, Section 24(b) of the State Constitution, enacted by Proposition 22, provides, “The Legislature may not reallocate, transfer, borrow, appropriate, restrict the use of, or otherwise use the proceeds of any tax imposed or levied by a local government solely for the local government’s purposes.” A recent appellate court case confirmed the broad language and protection afforded cities by this provision. Therefore, revenues from a city-approved sales tax, used for the city’s purposes, are constitutionally protected from State-mandated revenue shifts away from the city pursuant to a State statute, including a shift that is part of a “budget trailer bill” enacted as part of the annual State Budget Act.

The Tax Fairness, Transparency and Accountability Act of 2018

A very recent attempt at proposed legislation could have severely limited the ability of cities and counties to generate new revenue. The Tax Fairness, Transparency, and Accountability Act of 2018 would have drastically limited local revenue authority. In part, it was designed to eliminate local authority to impose a tax for general purposes by majority vote and instead required all local proposed tax increases subject to a two-thirds vote. This proposal would have also required two-thirds approval of all members of the local legislative body before a tax can be placed on the ballot. For cities and other local agencies, it would have applied retroactively and, if approved, may have voided some local measures approved by local voters on or after January 1, 2018. While this Initiative has been withdrawn from this November’s ballot, pundits believe similar measures could arise in the future, making it critical that the City act decisively to secure local funding now, before a similar situation arises in the future that could affect our ability to do so.

Summary of Placentia’s Proposed Transactions and Use Tax

The City’s financial situation requires significant action. Placement of this measure on the November 6, 2018 ballot will allow Placentia voters to decide the future of the City. It is important to note that the Mayor, nor the City Council can legally decide on this matter. Only the voters of Placentia have the power to make this decision. The City Council only has the authority to place the measure before the voters, thereby determining whether voters can vote on the measure or not. Again, the City Council cannot and does not have the ability to vote to approve a tax measure.

The measure that is being proposed for the November 6, 2018 ballot has a number of benefits for the City’s long term fiscal sustainability:

- Costs would be shared by visitors, businesses, and residents of Placentia who purchase certain goods and products. Sales tax is not levied on food purchased such as groceries or prescription medication.
- The measure would ensure that the funds would stay locally in Placentia and cannot be taken away by the State.
- The measure would require independent annual audits and citizen oversight.
- The measure would include tough fiscal accountability and transparency controls to ensure that all funds were being used properly.
- Not be a specific parcel tax on individual homes or property.

As we continue to monitor Placentia's short and long-term fiscal challenges, it is important to note the following:

- If we do not address the identified fiscal problems, the structural deficit will continue to grow
- Waiting for "things to get better" is not an option since we are at the economic peak now, yet continue to have a reduction in sales tax revenue due to online sales growth
- The City has a significantly low amount of undesignated reserves, which continue to get smaller and put the City at risk in a disaster or other large financial challenge
- The City has already made significant cuts in service levels and further cuts will impact public safety and other vital City services

FISCAL IMPACT:

The proposed one-cent local sales tax would generate \$5,000,000 annually, which would address the City's immediate and long-term fiscal challenges and the public's priorities. The incremental cost of placing this measure on the November ballot is \$8,500.

If the local ballot measure is approved, the operative date will be April 1, 2019, the first day of the first calendar quarter commencing more than 110 days after the adoption of the Ordinance, which is the day the City Council declares the vote. Therefore, the City would receive one quarter of the income in FY 2018-19 in the amount of \$1,250,000. Given that the City eliminated \$2.7 million from its operating budget this fiscal year alone, these additional funds would help ensure the City's short-term budget is stabilized while providing the necessary funds to continue operating as a full-service City. If additional funds are not realized, it is highly likely that the City will have to reexamine its financial ability to provide public safety and other essential services.

Reviewed and approved by:



Luis Estevez
Director of Public Works

Reviewed and approved:



Kim Krause
Director of Finance

Reviewed and approved by:



Darin Lenyi
Chief of Police

Reviewed and approved:



Rosanna Ramirez
Director of Administrative Services

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Resolution No. R-2018-XX

RESOLUTION NO. R-2018-49

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA PLACING THE PLACENTIA 911/ESSENTIAL SERVICES MEASURE BEFORE THE VOTERS OF THE CITY AT THE NOVEMBER 6, 2018 GENERAL MUNICIPAL ELECTION; REQUESTING THE ASSISTANCE OF THE COUNTY OF ORANGE IN CONNECTION WITH THAT ELECTION AND CONSOLIDATING THAT ELECTION WITH THE STATEWIDE GENERAL ELECTION BEING HELD ON THAT DATE

WHEREAS, nearly 77% of 9-1-1 emergency calls placed by Placentia residents are for medical emergencies and the City seeks to maintain rapid emergency response times; and

WHEREAS, the City of Placentia is one of a declining number of cities that still maintains its own local police department, so that that Placentia police officers and neighborhood patrols are available when needed and not diverted to service other cities; and

WHEREAS, the City must avoid additional deep cuts in all service areas, including police and fire protection, 911 emergency response times, the maintenance of streets, parks and public facilities, and programs for youth and seniors; and

WHEREAS, an Independent Citizens Financial Task Force has spent four years studying the City's needs and has recommended the implementation of reliable, secure sources of local funding that can be used to fund Placentia's essential city services and can't be taken by the State; and

WHEREAS, the City has engaged hundreds of residents in community survey interviews and public meetings, and residents have identified the following service priorities which the City seeks to address in any new revenue:

Repair potholes and pave local streets

Provide quick responses to 9-1-1 emergencies

Provide fire protection and emergency medical services

Reduce gang activity and drug related crimes

Keep public areas clean and free of graffiti; and

WHEREAS, all money raised by a local, voter-approved funding measure will be used exclusively to maintain essential city services in Placentia, not for other purposes; and

WHEREAS, the proposed measure will include Independent Citizens Oversight and annual reports to the community to ensure that any funds generated are spent properly; and

WHEREAS, the measure will provide resources to the City that will help the City to maintain its financial viability and provide funding for its local police department and essential city services, including street/pothole repair; quick responses to 9-1-1 emergencies; fire protection/emergency medical services; gang, drug, graffiti prevention; public cleanliness; and general services.

WHEREAS, Section 7285.9 of the Revenue and Taxation Code authorizes the City to levy a transactions and use tax; and

WHEREAS, the levy of such a tax requires the approval of the voters; and

WHEREAS, the City Council has called a General Municipal Election for Tuesday, November 6, 2018 (the "Election"); and

WHEREAS, the City Council desires to submit to the voters at the Election a transactions and use tax ordinance, and desires that the election on this "Placentia 911/Essential Services Measure" be consolidated with the statewide general election to be held on that date.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLACENTIA AS FOLLOWS:

Section 1. Recitals. The City Council hereby finds and determines that the foregoing recitals are correct.

Section 2. Election. The City Council hereby orders, pursuant to Section 9222 of the Elections Code, that the City of Placentia Transactions and Use Tax Ordinance of 2018 (the "Tax Ordinance"), which is attached hereto as Exhibit "A" and incorporated herein by reference, be submitted to the voters at the Election. Adoption of the ordinance requires a majority vote of those voting on the matter. **Ballot Question.** The question submitted by Section 2 of this Resolution shall appear on the ballot as follows:

Placentia 911/Essential Services Measure. To maintain Placentia's financial viability and provide funding for its local police department and essential city services, including street/pothole repair; quick responses to 911 emergencies; fire protection/emergency medical services; gang, drug, graffiti prevention; public cleanliness; general services, shall the ordinance establishing a one cent transactions and use (sales) tax be adopted, providing approximately \$5,000,000 annually until ended by voters, with citizens' oversight, independent audits, all funds controlled locally?	YES	
	NO	

Section 3. Consolidation. Pursuant Section 10400 et seq. of the Elections Code, the Board of Supervisors of Orange County is requested to consolidate the Election with other elections (including the City's general municipal election, which was called by separate resolution) held on the same day in the same territory or in the territory that is in part the same.

Section 4. Canvass. The Board of Supervisors is authorized to canvass the returns of the Election pursuant to Section 10411 of the Elections Code.

Section 5. Conduct of Election. Pursuant to Section 10002 of the Elections Code, the Board of Supervisors is requested to permit the County Clerk to render all services specified by Section 10418 of the Elections Code relating to the election, for which services the City agrees to reimburse the County, in accordance with current County pro-rations and allocation procedures.

Section 6. Filing with County. The City Clerk shall file a certified copy of this Resolution with the County Clerk.

Section 7. Impartial Analysis. The City Attorney shall prepare an impartial analysis of the measure. The analysis shall be included with other ballot materials.

Section 8. Arguments. Any person may prepare an argument for or against the measure not exceeding 300 words in length. Rebuttal arguments shall be permitted. If more than one argument is submitted for or against the measure, or more than one rebuttal is submitted for or against the measure, for each, the City Clerk shall select the argument/rebuttal to be included with the ballot materials.

PASSED, APPROVED and ADOPTED this 24th day of July 2018.

Chad P. Wanke, 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 24th day of July 2018 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

Exhibit "A"
Tax Ordinance

ORDINANCE NO. O-2018-08

**ORDINANCE OF THE CITY OF PLACENTIA, CALIFORNIA
ENACTING A LOCAL TRANSACTIONS AND USE TAX
("SALES TAX") TO BE ADMINISTERED BY THE
CALIFORNIA DEPARTMENT OF TAX AND FEE
ADMINISTRATION, SUBJECT TO ADOPTION BY THE
ELECTORATE**

THE PEOPLE OF THE CITY OF PLACENTIA DO ORDAIN AS FOLLOWS:

Section 1. TITLE. This ordinance shall be known as the City of Placentia Transactions and Use Tax Ordinance of 2018. The City of Placentia hereinafter shall be called "City." This ordinance shall be applicable in the incorporated territory of the City.

Section 2. OPERATIVE DATE. "Operative Date" means the first day of the first calendar quarter, commencing more than 110 days after the approval of the tax set forth herein by the voters pursuant to Section 15 of this ordinance.

Section 3. PURPOSE. This ordinance is adopted to achieve the following, among other purposes, and directs that the provisions hereof be interpreted in order to accomplish those purposes:

A. To extend the imposition of an existing retail transactions and use tax in accordance with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code and Section 7285.9 of Part 1.7 of Division 2 which authorizes the City to adopt this tax ordinance which shall be operative if a majority of the electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose.

B. To adopt a retail transactions and use tax ordinance that incorporates provisions identical to those of the Sales and Use Tax Law of the State of California insofar as those provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code.

C. To adopt a retail transactions and use tax ordinance that imposes a tax and provides a measure therefore that can be administered and collected by the California Department of Tax and Fee Administration in a manner that adapts itself as fully as practicable to, and requires the least possible deviation from, the existing statutory and administrative procedures followed by the California Department of Tax and Fee Administration in administering and collecting the California State Sales and Use Taxes.

D. To adopt a retail transactions and use tax ordinance that can be administered in a manner that will be, to the greatest degree possible, consistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, minimize the cost of collecting the transactions and use taxes, and at the same time, minimize the burden of record keeping upon persons subject to taxation under the provisions of this ordinance.

Section 4. **CONTRACT WITH STATE.** Prior to the operative date, the City shall contract with the California Department of Tax and Fee Administration to perform all functions incident to the administration and operation of this transactions and use tax ordinance; provided, that if the City shall not have contracted with the California Department of Tax and Fee Administration prior to the operative date, it shall nevertheless so contract and in such a case the operative date shall be the first day of the first calendar quarter following the execution of such a contract.

Section 5. **TRANSACTIONS TAX RATE.** For the privilege of selling tangible personal property at retail, a tax is hereby imposed upon all retailers in the incorporated territory of the City at the rate of 1% (one cent per dollar) of the gross receipts of any retailer from the sale of all tangible personal property sold at retail in said territory on and after the operative date of this ordinance.

Section 6. **PLACE OF SALE.** For the purposes of this ordinance, all retail sales are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the state sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the State or has more than one place of business, the place or places at which the retail sales are consummated shall be determined under rules and regulations to be prescribed and adopted by the California Department of Tax and Fee Administration.

Section 7. **USE TAX RATE.** An excise tax is hereby imposed on the storage, use or other consumption in the City of tangible personal property purchased from any retailer on and after the operative date of this ordinance for storage, use or other consumption in said territory at the rate of 1% (one cent per dollar) of the sales price of the property. The sales price shall include delivery charges when such charges are subject to state sales or use tax regardless of the place to which delivery is made.

Section 8. **ADOPTION OF PROVISIONS OF STATE LAW.** Except as otherwise provided in this ordinance and except insofar as they are inconsistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, all of the provisions of Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code are hereby adopted and made a part of this ordinance as though fully set forth herein.

Section 9. **LIMITATIONS ON ADOPTION OF STATE LAW AND COLLECTION OF USE TAXES.** In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

A. Wherever the State of California is named or referred to as the taxing agency, the name of this City shall be substituted therefor. However, the substitution shall not be made when:

1. The word "State" is used as a part of the title of the State Controller, State Treasurer, State Board of Control, California Department of Tax and

Fee Administration, State Board of Equalization, State Treasury, or the Constitution of the State of California;

2. The result of that substitution would require action to be taken by or against this City or any agency, officer, or employee thereof rather than by or against the California Department of Tax and Fee Administration, in performing the functions incident to the administration or operation of this Ordinance.

3. In those sections, including, but not necessarily limited to sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:

a. Provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use or other consumption remain subject to tax by the State under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code, or;

b. Impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by the state under the said provision of that code.

4. In Sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797 or 6828 of the Revenue and Taxation Code.

B. The word "City" shall be substituted for the word "State" in the phrase "retailer engaged in business in this State" in Section 6203 and in the definition of that phrase in Section 6203.

Section 10. PERMIT NOT REQUIRED. If a seller's permit has been issued to a retailer under Section 6067 of the Revenue and Taxation Code, an additional transactor's permit shall not be required by this ordinance.

Section 11. EXEMPTIONS AND EXCLUSIONS.

A. There shall be excluded from the measure of the transactions tax and the use tax the amount of any sales tax or use tax imposed by the State of California or by any city, city and county, or county pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or the amount of any state-administered transactions or use tax.

B. There are exempted from the computation of the amount of transactions tax the gross receipts from:

1. Sales of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the county in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this State, the United States, or any foreign government.

2. Sales of property to be used outside the City which is shipped to a point outside the City, pursuant to the contract of sale, by delivery to such point by the retailer or his agent, or by delivery by the retailer to a carrier for shipment to a consignee at such point. For the purposes of this paragraph, delivery to a point outside the City shall be satisfied:

a. With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, and undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code by registration to an out-of-City address and by a declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and

b. With respect to commercial vehicles, by registration to a place of business out-of-City and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.

3. The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the operative date of this ordinance.

4. A lease of tangible personal property which is a continuing sale of such property, for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the operative date of this ordinance.

5. For the purposes of subparagraphs (3) and (4) of this section, the sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

C. There are exempted from the use tax imposed by this ordinance, the storage, use or other consumption in this City of tangible personal property:

1. The gross receipts from the sale of which have been subject to a transactions tax under any state-administered transactions and use tax ordinance.

2. Other than fuel or petroleum products purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this State, the United States, or any foreign government. This exemption is in addition to the exemptions provided in Sections 6366 and 6366.1 of the Revenue and Taxation Code of the State of California.

3. If the purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the operative date of this ordinance.

4. If the possession of, or the exercise of any right or power over, the tangible personal property arises under a lease which is a continuing purchase of such property for any period of time for which the lessee is obligated to lease the property for an amount fixed by a lease prior to the operative date of this ordinance.

5. For the purposes of subparagraphs (3) and (4) of this section, storage, use, or other consumption, or possession of, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

6. Except as provided in subparagraph (7), a retailer engaged in business in the City shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the City or participates within the City in making the sale of the property, including, but not limited to, soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the City or through any representative, agent, canvasser, solicitor, subsidiary, or person in the City under the authority of the retailer.

7. "A retailer engaged in business in the City" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, or undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code. That retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the City.

D. Any person subject to use tax under this ordinance may credit against that tax any transactions tax or reimbursement for transactions tax paid to a district imposing, or retailer liable for a transactions tax pursuant to Part 1.6 of Division 2 of the Revenue and Taxation Code with respect to the sale to the person of the property the storage, use or other consumption of which is subject to the use tax.

Section 12. AMENDMENTS TO STATE LAW. All amendments subsequent to the effective date of this ordinance to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales and use taxes and which are not inconsistent with Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, and all amendments to Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, shall automatically become a part of this ordinance, provided however, that no such amendment shall operate so as to affect the rate of tax imposed by this ordinance.

Section 13. ENJOINING COLLECTION FORBIDDEN. No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action or proceeding in any court against the State or the City, or against any officer of the State or the City, to prevent or enjoin the collection under this ordinance, or Part 1.6 of Division 2 of the Revenue and Taxation Code, of any tax or any amount of tax required to be collected.

Section 14. SEVERABILITY. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance and the application of such provision to other persons or circumstances shall not be affected thereby.

Section 15. EFFECTIVE DATE AND SUBMISSION TO VOTERS. This ordinance relates to the levying and collecting of City transactions and use tax and shall take effect immediately. However, no tax imposed by this ordinance shall be effective unless this Ordinance has been approved by the voters of the City as required by Section 2(b) of Article XIII C of the California Constitution and applicable law. Furthermore, no tax imposed by this ordinance shall be effective prior to the operative date set by Section 2 of this ordinance.

Section 16. AUDIT. The proceeds of the tax imposed pursuant to this Ordinance, as well as the expenditure thereof, shall be audited annually by an independent accounting firm. Such independent audit may be a part of any other independent audit of municipal finances.

Section 17. CITIZENS' OVERSIGHT. A Citizens' Oversight Committee shall be formed to review the expenditure of funds generated by this ordinance, and to provide an annual report to the City Council on those expenditures. The committee shall consist of three members, appointed by the City Council. As long as those bodies exist, two of the members shall come from the Citizens Fiscal Sustainability Task Force and one from the Financial Audit Oversight Committee. Members so appointed shall serve without compensation for a term of four (4) years.

The Committee shall meet at least once annually. The Committee's annual report shall be presented to the City Council and shall also be published on the City's webpage. Unless otherwise directed by resolution or ordinance of the City Council, the Committee shall not have any function, power, or authority other than those expressly provided herein. In no event shall a failure of the City Council or the Citizens' Oversight Committee to meet or to take any other action invalidate any tax collected under this Chapter; however, any court of competent jurisdiction may issue an order to the City compelling the City to comply with this Section.

Section 18. USE OF FUNDS. The proceeds of the tax imposed by this ordinance shall be deposited in the general fund of the City and may be used to fund additional public safety and street and pothole repair services and for any other lawful municipal purpose. The tax does not meet the criteria established by Section 1(d) of Article XIII C of the California Constitution for special taxes, and is a general tax imposed for general government purposes.

Section 19. FINDING. The proposed tax will provide resources to the City that will help the City to maintain its financial viability and provide funding for its local police department and essential city services, including street/pothole repair; quick responses to 911 emergencies; fire protection/emergency medical services; gang, drug, graffiti prevention; public cleanliness; and general services.

Section 20. TERMINATION. The tax shall continue without sunset or expiration unless terminated by action of the voters.

INTRODUCED at a regular meeting of the City Council of the City of Placentia held on July 24, 2018.

PASSED, APPROVED AND ADOPTED this ___ day of ____ 2018.

Chad P. Wanke

ATTEST:

Patrick J. Melia, City Clerk

I, Patrick J. Melia, City Clerk of the City of Placentia, do hereby certify that the foregoing Ordinance was adopted at a regular meeting of the City Council of the City of Placentia, held on the ___ day of ____, 2018 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



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: CITY ADMINISTRATOR
FROM: DIRECTOR OF ADMINISTRATIVE SERVICES
DATE: JULY 24, 2018
SUBJECT: **APPOINTMENTS TO FILL VACANCIES ON FINANCIAL OVERSIGHT COMMITTEE AND HERITAGE COMMITTEE**

FISCAL
IMPACT: NONE

SUMMARY:

There are currently vacancies on all the City's various Commissions and Committees. The City has been advertising said vacancies over the past few months and to date, the City has received a total of seven (7) applications for various Commissions and Committees. While there are vacancies on other City Commissions and Committees, there is an immediate need to fill the vacancies on the Financial Audit Oversight Committee and the Heritage Committee due to their current projects. This action requests that City Council make appointments to fill the vacancies on these two (2) Committees so that these advisory bodies may operate effectively and with a full complement of members. Applications for appointments to the vacancies on the remaining advisory bodies will be presented to City Council in September.

RECOMMENDATION:

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

1. Make the necessary appointments to fill the vacancies listed below:
 - a. One (1) vacancy on the Financial Audit Oversight Committee
 - b. One (1) vacancy on the Heritage Committee; and
2. Direct Staff to continue the Commission and Committee Application/Recruitment process for any remaining vacancies and present to City Council in September for consideration of appointments.

DISCUSSION:

The Financial Audit Oversight Committee is comprised of five (5) members whom serve in an advisory capacity to the City Council with their primary role being to provide an internal audit function and set goals and objectives for the development of the annual audit plan. Two (2) applications were received for one vacancy: Robert McKinnell and Glen Casterline.

The Heritage Committee is comprised of seven (7) members whom, in collaboration with City Staff, are responsible for the planning and execution of the City's annual Heritage Celebration. There is one vacancy and one applicant, Patty Martin, who has been attending all of the Committee's meetings for the past six (6) months.

3.b.
July 24, 2018

The recruitment efforts announcing the vacancies for the various Commissions and Committees will continue and all applications will be presented to City Council for consideration in September.

Prepared by:

Reviewed and approved:



Rosanna Ramirez
Director of Administrative Services



Damien R. Arrula
City Administrator