Regular Meeting Agenda
November 19, 2019

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

Rhonda Shader
Mayor

Ward L. Smith
Mayor Pro Tem

Craig S. Green
Councilmember

Chad P. Wanke
Councilmember

Jeremy B. Yamaguchi
Councilmember

Robert S. McKinnell
City Clerk

Kevin A. Larson
City Treasurer

Damien R. Arrula
City Administrator

Christian L. Bettenhausen
City Attorney

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.

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

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Website: www.placentia.org

PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING AGENDA - CLOSED SESSION
November 19, 2019
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 Wanke
Councilmember/Board Member Yamaguchi
Mayor Pro Tem/Board Vice Chair Smith
Mayor/Board Chair Shader

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: (2 Cases)

2. Pursuant to Government Code Section 54956.9(d)(1):
   CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION
   Name of Case: City of Placentia vs. Onward Engineering, *et. al.*
   Case 30-2018-01040701

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

PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING AGENDA
November 19, 2019
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 Wanke
Councilmember/Board Member Yamaguchi
Mayor Pro Tem/Board Vice Chair Smith
Mayor/Board Chair Shader

INVOCATION: Chaplain Gary Drabek

PLEDGE OF ALLEGIANCE: Boy Scouts Troop 723 Honor Guard

PRESENTATIONS:

a. **Presentation of Mayor's "Do the Right Thing" Award to Girl Scout Sarah Nadel**
Recipient: Sarah Nadel
Presenter: Mayor Shader

b. **Recognition of Placentia Community Foundation 2019 Grant Award Recipients**
Recipients: Grant Award Recipients
Presenters: Mayor Shader and Vivian Perez

c. **Community Services 2019 Summer in Review**
Presenters: City of Placentia Community Services Staff

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.m):
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 2019-20 Register for November 19, 2019**
Check Register
Fiscal Impact: $354,451.30
Electronic Disbursement Register
Fiscal Impact: $798,218.71
Recommended Action: It is recommended that the City Council:
1) Receive and file

1.c. **Acceptance of Slope and Maintenance Easements and Right-Of-Way Grant Deeds from the Orange County Transportation Authority for the Lakeview Boulevard Grade Separation Project**
Fiscal Impact: There is no fiscal impact with the associated recommended actions.
Recommended Action: It is recommended that the City Council:
1) Accept the Slope and Maintenance Easement and right-of-way Grant Deed from the Orange County Transportation Authority; and
2) Authorize the City Administrator to sign the Certificate of Acceptance for these Deeds on behalf of the City; and
3) Direct the City Clerk to record the Slope and Maintenance Easement and right-of-way Grant Deeds with the Orange County Clerk-Recorder's Office.

1.d. **Authorization of Payment to Siemens Industry, Inc. for Traffic Signal Cabinet Replacement**
Fiscal Impact: Expense: $ 27,950 FY 2018-19 Operating Budget
Budgeted: $ 27,950 FY 2018-19 Operating Budget (103652-6099)
Recommended Action: It is recommended that the City Council:
1) Authorize the payment to Siemens, Inc. for traffic signal repair services in an amount not to exceed $27,950; and
2) Authorize the City Administrator or his designee to approve the invoice with Siemens.

1.e. **Purchase of a Stake Bed Dump Truck from Fairway Ford Fleet**
Fiscal Impact: Expense: Not to Exceed $47,423.33 Measure U Funds
Budgeted: $47,500.00 FY 2019-20 Measure U Funds (798001-6842) (Including Budget Transfer)
Recommended Action: It is recommended that the City Council:
1) Authorize the City Administrator to approve a purchase order for a new Public Works stake bed dump truck from Fairway Ford Fleet in the amount of $47,423.33; and
2) Authorize the City Administrator to execute the necessary documents to complete the sale.

1.f. **Resolution Authorizing Temporary Suspension of Regulatory Ordinance Section 10.28.010 to Facilitate the Placentia Founders Society's Two (2) Special Events Scheduled for Thursday, December 5, 2019 and Sunday, December 8, 2019**
Fiscal Impact: None
Recommended Action: It is recommended that the City Council:
1) Adopt Resolution No. 2019-62, A Resolution of the City Council of the City of Placentia, California, authorizing the temporary suspension of regulatory Ordinance Section 10.28.010 of the Placentia Municipal Code to facilitate the Placentia Founders Society's two (2) special events scheduled for December 5 and December 8, 2019.

1.g. **Tentative Tract Map (TTM) No. 19014: A Proposed Tract Map to Subdivide an Approximately 1.30-Acre, Unimproved Lot with 26 Residential Townhome Condominium Units Located Along the North Side of Golden Avenue, West of Imperial Highway Within the High Density Residential (R-3) Zoning District**

Fiscal Impact: Revenue: $304,486 Development Impact Fees

Recommended Action: It is recommended that the City Council:

1) Adopt Resolution No. R-2019-63, A Resolution of the City Council of the City of Placentia, California approving Tentative Tract Map (TTM) 19014 for the subdivision of 26 residential townhome units for condominium purposes on a 1.3-acre unimproved, vacant lot located within the High Density Residential (R-3) Zoning District and sited on property at the north side of Golden Avenue, west of Imperial Highway.

1.h. **Extension of Approval Request for Tentative Parcel Map No. TPM 2017-100 for the Subdivision of an Approximately 10-Acre Lot into Four Parcels with Two Located Within the City of Placentia and Remaining Lots Within the City of Anaheim on Property Located West of Van Buren Street, North of Miraloma Avenue Within the Manufacturing (M) and Oil Combining (O) Overlay Districts**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

1) Adopt Resolution No. R-2019-64, A Resolution of the City Council of the City of Placentia, California approving an extension of approval for Tentative Parcel Map No. TPM 2017-100 for the subdivision of four parcels located within the City of Placentia and the City of Anaheim on property located west of Van Buren Street, north of Miraloma Avenue within the Manufacturing (M) and Oil Combining (O) Overlay Districts.

1.i. **Memorandum of Understanding Between the City and the Placentia Police Officers Association**

Fiscal Impact: Fiscal Year 2019-20 $ 110,071
Fiscal Year 2020-21 $ 345,025

Recommended Action: It is recommended that the City Council:

1) Approve the Memorandum of Understanding with the Placentia Police Officers Association as outlined in Exhibit 1; and
2) Authorize the City Administrator, Director of Administrative Services, and Director of Finance to execute the necessary documents on behalf of the City, in a form approved by the City Attorney.

1.j. **Award of Construction Contract to SPS, Inc. for Voluntary Seismic Building Upgrades for the Placentia Navigation Center**

Fiscal Impact: Expense: $ 60,155 Construction Contract Amount
Budget: $5,650,000 Placentia Reg. Nav. Center Fund (784070-6899)

Recommended Action: It is recommended that the City Council:

1) Award a Construction Contract to SPS, Inc., for voluntary seismic building upgrades for the Placentia Navigation Center for a not-to-exceed amount of $60,155; and
2) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

1.k. **Adopt the Salary Schedules and Establish a Defined Contribution Plan for Designated Public Safety Employees**

Fiscal Impact: Fiscal Year 2019-20 $ 40,700
Fiscal year 2020-21 $181,520
Potential Savings Over Defined Benefit Plan: Up to $800,000 Annually in Early Operating Years. An Approximate Savings of Over $50 Million Over the Next 50 Years.

Recommended Action: It is recommended that the City Council:

1) Authorize the adoption of the ICMA-RC Defined Contribution 401(a) Pension Plan Administered by ICMA-RC; and
2) Authorize the City Administrator or his designee to execute all necessary documents in a form approved by the City Attorney; and
3) Approve the Fire Department Salary Schedule.

1.l. **Approval of Lease Agreement for Fire Apparatus, Department Tools, and One-Time Capital Equipment**

Fiscal Impact: $1,795,000 Total Maximum Loan Amount for Fire Apparatus Equipment, Other Related Fire Equipment, and Debt Issuance Costs

Recommended Action: It is recommended that the City Council:

1) Adopt Resolution R-2019-65 A Resolution of the City of Placentia authorizing a Lease and Financing Agreement with Branch Banking and Trust Company for the acquisition of new fire apparatus; and
2) Authorize the City Administrator to enter into a lease agreement with Branch Banking and Trust for an amount not to exceed $1,795,000, at an interest rate 2.65% over a 10-year term, and in a form approved by the City Attorney.

1.m. **Unrepresented Employees Participation in PARS Program**

Fiscal Impact: $13,700 Total Annual Fiscal Impact

Recommended Action: It is recommended that the City Council:

1) It is recommended that the City Council authorize the City Administrator to execute the necessary documents to authorize the Administrative Service Director, Finance Director, and Development Service Director to participate in the City's PARS program and provide the annual retirement contribution specified in this staff report, in a form approved by the City Attorney.

2. PUBLIC HEARINGS:

2.a. **Public Hearing, Introduction and First Reading of State Mandated Ordinance No. O-2019-12 of the City Council of the City of Placentia, California, Repealing Chapter 18.04 of Title 18 and Chapters 20.04, 20.08, 20.12, 20.16, 20.20, 20.36, 20.48, 20.52 and 20.56 of Title 20 of the Placentia Municipal Code and Adopting by Reference, the California Fire Code, 2019 Edition, the 2019 Editions of the California Building, Residential, Electrical, Plumbing, Mechanical, and Green Building Standards Code, 2018 Edition of the International Property Maintenance Code, 2019 Edition of the California Existing Building Code, 2019 Edition of the California Historical Building Code and 2019 California Energy Code, Including All Appendices, with Certain Amendments, Additions and Deletions Thereto, Including Fees and Penalties; And Adoption of a Resolution Making Required Findings Pursuant to the California Health & Safety Code**

Fiscal Impact: No fiscal impacts are anticipated with this ordinance as all costs will be recovered through the plan check and inspection process.

Recommended Action: It is recommended that the City Council:

1) Open the Public Hearing concerning Ordinance No. O-2019-12; and
2) Receive the Staff Report and consider all Public Testimony; and
3) Close the Public Hearing; and
4) Waive full reading, by title only, and introduce for first reading Ordinance No. O-2019-12, An Ordinance of the City Council of the City of Placentia, California, repealing Chapter 18.04 of Title 18 and Chapters 20.04, 20.08, 20.12, 20.16, 20.20, 20.36, 20.48, 20.52 and 20.56 of Title 20 of the Placentia Municipal Code and Adopting by reference, the California Fire Code, 2019 Edition, the 2019 Editions of the California Building, Residential, Electrical, Plumbing, Mechanical, and Green Building Standards Code, 2018 Edition of the International Property Maintenance Code, 2019 Edition of the California Existing Building Code, 2019 Edition of the California Historical Building

Code and 2019 California Energy Code, including all appendices, with certain amendments, additions and deletions thereto, including fees and penalties; and

5) Adopt Resolution No. R-2019-66, A Resolution of the City Council of the City of Placentia making required findings pertaining to modification to the uniform fire and construction codes adopted by Ordinance No. O-2019-12 based upon local climatic, topographic and geologic conditions in accordance with the requirements of § 17958.5 of the California Health and Safety Code.

3. REGULAR AGENDA:

3.a. **Placentia Fire and Life Safety Department Quarterly Update**

Fiscal Impact: There is no fiscal impact associated with the recommended action.

Recommended Action: It is recommended that the City Council:

1) It is recommended that City Council receive and file the presentation on the Placentia Fire and Life Safety Department Quarterly Update.

3.b. **Placentia Open Spaces and Urban Greening Master Plan**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

1) Receive and file the Placentia Open Space and Urban Greening (POSUG) Master Plan; and;
2) Accept the recommended improvements made by the consultant and included in the POSUG Master Plan to the City's park system, bike paths, and pedestrian paths; and
3) Direct Staff to incorporate the POSUG recommended improvements into the City's seven (7) year Capital Improvement Plan (CIP); and
4) Direct Staff to plan and prioritize the recommended improvements included in the POSUG Master Plan and allocate available funding to the projects through the City's annual budget process.

CITY COUNCIL/BOARD MEMBERS REQUESTS:

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

ADJOURNMENT:

The City Council/Successor Agency/ICDA Agency Board of Directors will adjourn to Tuesday, December 3, 2019 at 5:30 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:

- Agreement for Metro Transit Station Utility Relocation Project
- Grant of Easement to SCE for Transit Station Utility Undergrounding Project
- PSA for Design Services for Parque Del Arroyo Verde Renovation Project
- First Quarter Fiscal Year 2019-20 Financial Update
- First Quarter Treasurer's Report
- Agreement for Navigation Center Construction

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 November 19, 2019 meetings of the City Council, Successor Agency, and Industrial Commercial Development Authority was posted on November 14, 2019.

_____

Rosanna Ramirez
Director of Administrative Services

City of Placentia
Check Register
For 11/19/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Grand Total:	354,451.30				

Check Totals by ID	
AP	354,451.30
EP	0.00
IP	0.00
OP	0.00

Void Total:	0.00
Check Total:	354,451.30

Fund Name	Check Totals by Fund
101-General Fund (0010)	242,643.40
208-Sccssr Agncy Ret Oblg (0054)	72.34
209-State Gas Tax - RMRA (0060)	23,957.10
210-Measure M (0018)	3,620.64
211-PEG Fund (0058)	5,024.50
215-Air Quality Management (0019)	905.16
227-Explorer Grant NOC (0076)	2,765.96
228-NOC-Public Safety Grant(0061)	78.35
229-Comm Trans Hous Grant (0062)	195.24
230-Suppl Law Enfrcmnt (0022)	1,301.00
231-Placentia Reg Nav Cent(0078)	43,421.00
247-TOD Sewer Impact Fees (0071)	21,932.72
265-Landscape Maintenance (0029)	2,041.52
275-Sewer Maintenance (0048)	1,895.73
280-Misc Grants Fund (0050)	119.99
501-Refuse Administration (0037)	406.38
601-Employee Health & Wlfre (0039)	704.35
701-Special Deposits (0044)	3,365.92
Check Total:	354,451.30

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 11/07/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	CALIFORNIA STATE V004813	PE 10/19/19 PD 10/25/19	0010-2196 Garnishments W/H	PY19022	1,240.60	2700/1901022		00102788	10/31/2019
MW OH	CALIFORNIA STATE V004813	PE 10/19/19 PD 10/25/19	0029-2196 Garnishments W/H	PY19022	156.46	2700/1901022		00102788	10/31/2019
MW OH	CALIFORNIA STATE V004813	PE 10/19/19 PD 10/25/19	0037-2196 Garnishments W/H	PY19022	69.23	2700/1901022		00102788	10/31/2019
MW OH	CALIFORNIA STATE V004813	PE 10/19/19 PD 10/25/19	0048-2196 Garnishments W/H	PY19022	46.15	2700/1901022		00102788	10/31/2019
				Check Total:	**1,512.44**				
MW OH	FRANCHISE TAX BOARD V000404	PE 10/19/19 PD 10/25/19	0010-2196 Garnishments W/H	PY19022	54.00	2710/1901022		00102789	10/31/2019
MW OH	FRANCHISE TAX BOARD V000404	PE 10/19/19 PD 10/25/19	0029-2196 Garnishments W/H	PY19022	6.00	2710/1901022		00102789	10/31/2019
				Check Total:	**60.00**				
MW OH	ORANGE COUNTY V000699	PE 10/19/19 PD 10/25/19	0029-2176 PCEA/OCEA Assoc Dues	PY19022	7.23	2610/1901022		00102790	10/31/2019
MW OH	ORANGE COUNTY V000699	PE 10/19/19 PD 10/25/19	0010-2176 PCEA/OCEA Assoc Dues	PY19022	327.88	2610/1901022		00102790	10/31/2019
MW OH	ORANGE COUNTY V000699	PE 10/19/19 PD 10/25/19	0062-2176 PCEA/OCEA Assoc Dues	PY19022	6.39	2610/1901022		00102790	10/31/2019
MW OH	ORANGE COUNTY V000699	PE 10/19/19 PD 10/25/19	0037-2176 PCEA/OCEA Assoc Dues	PY19022	1.44	2610/1901022		00102790	10/31/2019
MW OH	ORANGE COUNTY V000699	PE 10/19/19 PD 10/25/19	0048-2176 PCEA/OCEA Assoc Dues	PY19022	22.62	2610/1901022		00102790	10/31/2019
				Check Total:	**365.56**				
MW OH	PCEA C/O NORTH ORANGE CO V000679	PE 10/19/19 PD 10/25/19	0029-2176 PCEA/OCEA Assoc Dues	PY19022	0.75	2615/1901022		00102791	10/31/2019
MW OH	PCEA C/O NORTH ORANGE CO V000679	PE 10/19/19 PD 10/25/19	0062-2176 PCEA/OCEA Assoc Dues	PY19022	0.66	2615/1901022		00102791	10/31/2019
MW OH	PCEA C/O NORTH ORANGE CO	PE 10/19/19 PD 10/25/19	0048-2176	PY19022	2.35	2615/1901022		00102791	10/31/2019

City of Placentia
Check Register
For 11/07/2019

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 CRE V000679	PE 10/19/19 PD 10/25/19	0010-2176 PCEA/OCEA Assoc Dues	PY19022	34.09	2615/1901022		00102791	10/31/2019
MW OH	PCEA C/O NORTH ORANGE CRE V000679	PE 10/19/19 PD 10/25/19	0037-2176 PCEA/OCEA Assoc Dues	PY19022	0.15	2615/1901022		00102791	10/31/2019
				Check Total:	**38.00**				
MW OH	PLACENTIA POLICE V003519	PE 10/19/19 PD 10/25/19	0010-2178 Placentia Police Assoc Dues	PY19022	2,256.87	2620/1901022		00102792	10/31/2019
MW OH	PLACENTIA POLICE V003519	PE 10/19/19 PD 10/25/19	0061-2178 Placentia Police Assoc Dues	PY19022	78.35	2620/1901022		00102792	10/31/2019
MW OH	PLACENTIA POLICE V003519	PE 10/19/19 PD 10/25/19	0062-2178 Placentia Police Assoc Dues	PY19022	156.44	2620/1901022		00102792	10/31/2019
				Check Total:	**2,491.66**				
MW OH	VANTAGEPOINT TRANSFER V007191	PE 10/19/19 PD 10/25/19	0029-2170 Deferred Comp Payable - ICMA	PY19022	45.88	2606/1901022		00102793	10/31/2019
MW OH	VANTAGEPOINT TRANSFER V007191	PE 10/19/19 PD 10/25/19	0062-2170 Deferred Comp Payable - ICMA	PY19022	31.75	2606/1901022		00102793	10/31/2019
MW OH	VANTAGEPOINT TRANSFER V007191	PE 10/19/19 PD 10/25/19	0054-2170 Deferred Comp Payable - ICMA	PY19022	17.40	2606/1901022		00102793	10/31/2019
MW OH	VANTAGEPOINT TRANSFER V007191	PE 10/19/19 PD 10/25/19	0010-2170 Deferred Comp Payable - ICMA	PY19022	2,430.21	2606/1901022		00102793	10/31/2019
MW OH	VANTAGEPOINT TRANSFER V007191	PE 10/19/19 PD 10/25/19	0048-2170 Deferred Comp Payable - ICMA	PY19022	94.61	2606/1901022		00102793	10/31/2019
MW OH	VANTAGEPOINT TRANSFER V007191	PE 10/19/19 PD 10/25/19	0037-2170 Deferred Comp Payable - ICMA	PY19022	8.12	2606/1901022		00102793	10/31/2019
				Check Total:	**2,627.97**				
MW OH	AAE SERVICES INC V011311	RELOCATE ELECTRICAL PANEL	102531-6099 / 45047-6099 Professional Services	AP103119	24,525.00	2459		00102794	10/31/2019
				Check Total:	**24,525.00**				

City of Placentia
Check Register
For 11/07/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	ALL CITY MANAGEMENT V000005	9/22-10/5 CROSSING GUARD SVS	103047-6290 Dept. Contract Services	AP103119	3,344.78	63813	P11520	00102795	10/31/2019
				Check Total:	**3,344.78**				
MW OH	AMERICAN INTEGRATED V011314	ENCAMPMENT CLEAN UP SVS	109595-6999 Other Expenditure	AP103119	23,592.72	2007836		00102796	10/31/2019
				Check Total:	**23,592.72**				
MW OH	ANAHEIM FULLERTON V006631	AUG CSUF PD TOWING SVS	103047-6183 CSUF PD Reimburse Impound Fees	AP103119	185.00	204533		00102797	10/31/2019
MW OH	ANAHEIM FULLERTON V006631	AUG TOWING SERVICES	103047-6181 Towing Services	AP103119	185.00	204863		00102797	10/31/2019
MW OH	ANAHEIM FULLERTON V006631	AUG TOWING SERVICES	103047-6181 Towing Services	AP103119	185.00	204880		00102797	10/31/2019
MW OH	ANAHEIM FULLERTON V006631	AUG TOWING SERVICES	103047-6181 Towing Services	AP103119	101.75	205442		00102797	10/31/2019
MW OH	ANAHEIM FULLERTON V006631	AUG TOWING SERVICES	103047-6181 Towing Services	AP103119	185.00	205445		00102797	10/31/2019
MW OH	ANAHEIM FULLERTON V006631	AUG TOWING SERVICES	103047-6181 Towing Services	AP103119	101.75	205452		00102797	10/31/2019
MW OH	ANAHEIM FULLERTON V006631	AUG CSUF PD TOWING SVS	103047-6183 CSUF PD Reimburse Impound Fees	AP103119	101.75	205453		00102797	10/31/2019
MW OH	ANAHEIM FULLERTON V006631	AUG TOWING SERVICES	103047-6181 Towing Services	AP103119	101.75	205543		00102797	10/31/2019
MW OH	ANAHEIM FULLERTON V006631	AUG TOWING SERVICES	103047-6181 Towing Services	AP103119	185.00	205867		00102797	10/31/2019
MW OH	ANAHEIM FULLERTON V006631	AUG TOWING SERVICES	103047-6181 Towing Services	AP103119	101.75	211601		00102797	10/31/2019
MW OH	ANAHEIM FULLERTON V006631	AUG CSUF PD TOWING SVS	103047-6183 CSUF PD Reimburse Impound Fees	AP103119	185.00	212201		00102797	10/31/2019
				Check Total:	**1,618.75**				
MW OH	ASSI SECURITY INC	INSTALL JAIL CAMERAS & CCTV	225913-6185	AP103119	1,301.00	65866	P11544	00102798	10/31/2019

City of Placentia
Check Register
For 11/07/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V011251		Construction Services						
				Check Total:	**1,301.00**				
MW OH	AT & T V008736	OCT SPORTS COMPLEX INTERNET	296561-6215 Telephone	AP103119	32.10	OCT LMD 19		00102799	10/31/2019
				Check Total:	**32.10**				
MW OH	AT & T MOBILITY V008709	OCT IPAD CHARGES	109595-6215 Telephone	AP103119	488.06	X10152019		00102800	10/31/2019
				Check Total:	**488.06**				
MW OH	AT&T V004144	SEPT-OCT PHONE CHARGES	109595-6215 Telephone	AP103119	8.23	100119		00102801	10/31/2019
MW OH	AT&T V004144	SEPT-OCT PHONE CHARGES	109595-6215 Telephone	AP103119	3,037.15	100119		00102801	10/31/2019
MW OH	AT&T V004144	SEPT-OCT PHONE CHARGES	296561-6215 Telephone	AP103119	125.67	100119		00102801	10/31/2019
				Check Total:	**3,171.05**				
MW OH	AT&T V011041	OCT CITY HALL INTERNET/VOICE	109595-6215 Telephone	AP103119	1,136.82	5535380505		00102802	10/31/2019
				Check Total:	**1,136.82**				
MW OH	BEAR ELECTRICAL V010997	SEPT ROUTINE SIGNAL MAINT	103590-6099 Professional Services	AP103119	3,165.00	9002	P11569	00102803	10/31/2019
MW OH	BEAR ELECTRICAL V010997	SEPT RESPONSE SIGNAL MAINT	103590-6099 Professional Services	AP103119	3,919.50	9014	P11569	00102803	10/31/2019
				Check Total:	**7,084.50**				
MW OH	BREA ROOFING V003463	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP103119	100.00	30-19-142		00102804	10/31/2019
				Check Total:	**100.00**				
MW OH	CALIFORNIA FORENSIC V000232	SEPT PD BLOOD DRAWS	103040-6055 Medical Services	AP103119	775.25	1128	P11521	00102805	10/31/2019
				Check Total:	**775.25**				

City of Placentia
Check Register
For 11/07/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	CALIFORNIA NEWSPAPER V009955	SEPT LEGAL ADVERTISING	101002-6225 Advertising/Promotional	AP103119	2,053.20	0000457287		00102806	10/31/2019
MW OH	CALIFORNIA NEWSPAPER V009955	SEPT LEGAL ADVERTISING	102531-6325 Postage	AP103119	286.00	0000457287		00102806	10/31/2019
MW OH	CALIFORNIA NEWSPAPER V009955	SEPT LEGAL ADVERTISING	103047-6181 Towing Services	AP103119	1,039.68	0000457287		00102806	10/31/2019
				Check Total:	**3,378.88**				
MW OH	CALIFORNIA PEACE V000208	LSP 300 INSURANCE PREMIUM	103040-6255 Dues & Memberships	AP103119	300.00	173680		00102807	10/31/2019
MW OH	CALIFORNIA PEACE V000208	CPOA AGENCY MEMBERSHIP	103040-6255 Dues & Memberships	AP103119	1,150.00	175790		00102807	10/31/2019
				Check Total:	**1,450.00**				
MW OH	CALMAT CO. V010007	ASPHALT	103652-6301 Special Department Supplies	AP103119	418.43	72369186		00102808	10/31/2019
MW OH	CALMAT CO. V010007	ASPHALT	103652-6301 Special Department Supplies	AP103119	515.11	72379187		00102808	10/31/2019
MW OH	CALMAT CO. V010007	ASPHALT	103652-6301 Special Department Supplies	AP103119	334.85	72381755		00102808	10/31/2019
MW OH	CALMAT CO. V010007	ASPHALT	103652-6301 Special Department Supplies	AP103119	415.97	72384087		00102808	10/31/2019
MW OH	CALMAT CO. V010007	ASPHALT	103652-6301 Special Department Supplies	AP103119	579.03	72387133		00102808	10/31/2019
MW OH	CALMAT CO. V010007	ASPHALT	103652-6301 Special Department Supplies	AP103119	627.37	72387134		00102808	10/31/2019
				Check Total:	**2,890.76**				
MW OH	CANON FINANCIAL SERVICES V008867	SCT COPIER MAINT SVS	109595-6175 Office Equipment Rental	AP103119	1,370.29	20632243		00102809	10/31/2019
MW OH	CANON FINANCIAL SERVICES V008867	SCT COPIER USAGE	109595-6175 Office Equipment Rental	AP103119	264.20	20632246		00102809	10/31/2019

City of Placentia
Check Register
For 11/07/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	**1,634.49**				
MW OH	CBE V008124	9/20-10/19 COPIER OVERAGES	109595-6175 Office Equipment Rental	AP103119	169.65	IN2201397		00102810	10/31/2019
				Check Total:	**169.65**				
MW OH	CHAVEZ, MINERVA V010818	DEPOSIT REFUND - BACKS BLDG	100000-4385 Facility Rental	AP103119	150.00	2002657.002		00102811	10/31/2019
				Check Total:	**150.00**				
MW OH	CHILL, ELIZABETH V011321	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP103119	18.00	19008983		00102812	10/31/2019
				Check Total:	**18.00**				
MW OH	CITY OF BREA V000125	19/20 ILJAOC AGENCY FEES	103043-6099 Professional Services	AP103119	14,035.00	LAW0000137		00102813	10/31/2019
				Check Total:	**14,035.00**				
MW OH	CLEAR CHOICE LIEN SALES V005847	SEPT CSUF PD LIEN SVS	103047-6183 CSUF PD Reimburse Impound Fees	AP103119	25.00	133A		00102814	10/31/2019
MW OH	CLEAR CHOICE LIEN SALES V005847	SEPT LIEN SERVICES	103047-6182 Lien Services	AP103119	50.00	133F		00102814	10/31/2019
MW OH	CLEAR CHOICE LIEN SALES V005847	SEPT LIEN SERVICES	103047-6182 Lien Services	AP103119	75.00	139F		00102814	10/31/2019
MW OH	CLEAR CHOICE LIEN SALES V005847	SEPT LIEN SERVICES	103047-6182 Lien Services	AP103119	100.00	149I		00102814	10/31/2019
MW OH	CLEAR CHOICE LIEN SALES V005847	OCT CSUF PD LIEN SVS	103047-6183 CSUF PD Reimburse Impound Fees	AP103119	25.00	153B		00102814	10/31/2019
MW OH	CLEAR CHOICE LIEN SALES V005847	OCT LIEN SERVICES	103047-6182 Lien Services	AP103119	50.00	153C		00102814	10/31/2019
MW OH	CLEAR CHOICE LIEN SALES V005847	SEPT LIEN SERVICES	103047-6182 Lien Services	AP103119	45.00	3725		00102814	10/31/2019
MW OH	CLEAR CHOICE LIEN SALES V005847	SEPT CSUF PD LIEN SVS	103047-6183 CSUF PD Reimburse Impound Fees	AP103119	15.00	7928		00102814	10/31/2019

City of Placentia
Check Register
For 11/07/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	CLEAR CHOICE LIEN SALES V005847	SEPT LIEN SERVICES	103047-6182 Lien Services	AP103119	15.00	7934		00102814	10/31/2019
MW OH	CLEAR CHOICE LIEN SALES V005847	OCT LIEN SERVICES	103047-6182 Lien Services	AP103119	15.00	7948		00102814	10/31/2019
				Check Total:	**415.00**				
MW OH	COLLINS COLLINS MUIR V010946	SEPT LITIGATION SVS	101005-6006 Litigation	AP103119	4,412.44	4325578		00102815	10/31/2019
				Check Total:	**4,412.44**				
MW OH	COPWARE INC V000172	2020 CALIFORNIA CODES	103040-6320 Books & Periodicals	AP103119	550.00	84864		00102816	10/31/2019
				Check Total:	**550.00**				
MW OH	COUNTY OF ORANGE V008881	SEPT CLETS CONNECTIVITY SVS	103043-6099 Professional Services	AP103119	1,104.51	SH 54382	P11574	00102817	10/31/2019
				Check Total:	**1,104.51**				
MW OH	COUNTY OF ORANGE V000715	OCT-DEC 800MHZ COST ALLOCATION	103043-6137 Repair Maint/Equipment	AP103119	11,362.00	SC11895	P11572	00102818	10/31/2019
				Check Total:	**11,362.00**				
MW OH	CRON & ASSOC V001603	10/15 TRANSCRIPTION SVS	103042-6290 Dept. Contract Services	AP103119	225.25	5589		00102819	10/31/2019
				Check Total:	**225.25**				
MW OH	DEPARTMENT OF V000184	JAN-MARCH STRONG MOTION FEES	0044-2030 Strong Motion Fees/Res.	AP103119	90.00	102819		00102820	10/31/2019
MW OH	DEPARTMENT OF V000184	JAN-MARCH STRONG MOTION FEES	0044-2030 Strong Motion Fees/Res.	AP103119	485.60	102819		00102820	10/31/2019
MW OH	DEPARTMENT OF V000184	JAN-MARCH STRONG MOTION FEES	100000-4364 Sanitation Collect Fees	AP103119	-53.42	102819		00102820	10/31/2019
MW OH	DEPARTMENT OF V000184	JAN-MARCH STRONG MOTION FEES	0044-2035 Strong Motion Fees/Non-Res	AP103119	20.50	102819		00102820	10/31/2019
MW OH	DEPARTMENT OF	JAN-MARCH STRONG MOTION FEES	0044-2035	AP103119	472.39	102819		00102820	10/31/2019

City of Placentia
Check Register
For 11/07/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000184		Strong Motion Fees/Non-Res						
MW OH	DEPARTMENT OF V000184	APR-JUNE STRONG MOTION FEES	0044-2035 Strong Motion Fees/Non-Res	AP103119	3.00	102919		00102820	10/31/2019
MW OH	DEPARTMENT OF V000184	APR-JUNE STRONG MOTION FEES	0044-2035 Strong Motion Fees/Non-Res	AP103119	1,320.00	102919		00102820	10/31/2019
MW OH	DEPARTMENT OF V000184	APR-JUNE STRONG MOTION FEES	100000-4364 Sanitation Collect Fees	AP103119	-89.87	102919		00102820	10/31/2019
MW OH	DEPARTMENT OF V000184	APR-JUNE STRONG MOTION FEES	0044-2030 Strong Motion Fees/Res.	AP103119	12.00	102919		00102820	10/31/2019
MW OH	DEPARTMENT OF V000184	APR-JUNE STRONG MOTION FEES	0044-2030 Strong Motion Fees/Res.	AP103119	462.43	102919		00102820	10/31/2019
				Check Total:	**2,722.63**				
MW OH	DRABEK, GARY V004197	SEPT RESERVE OFFICER STIPEND	103041-5005 / 50065-5005 Salaries/Part-Time	AP103119	200.00	100619		00102821	10/31/2019
				Check Total:	**200.00**				
MW OH	DUDEK & ASSOCIATES INC V004114	JULY SEWER ENGINEERING SVS	713811-6185 Construction Services	AP103119	21,457.18	20195643	P11536	00102822	10/31/2019
MW OH	DUDEK & ASSOCIATES INC V004114	AUG SEWER ENGINEERING SVS	713811-6185 Construction Services	AP103119	475.54	20196602	P11536	00102822	10/31/2019
MW OH	DUDEK & ASSOCIATES INC V004114	AUG-SEPT SSMP UPDATE SVS	484356-6120 R & M/Sewer & Storm Drain	AP103119	1,690.00	20197307	P11540	00102822	10/31/2019
				Check Total:	**23,622.72**				
MW OH	ECIS V006623	AUG FOG INSPECTION SVS	103593-6099 Professional Services	AP103119	2,060.00	COPG1220	P11552	00102823	10/31/2019
				Check Total:	**2,060.00**				
MW OH	EMPIRE MEDIA V010651	AUG MEDIA PRODUCTION SVS	581573-6099 Professional Services	AP103119	5,024.50	0093	P11548	00102824	10/31/2019
				Check Total:	**5,024.50**				
MW OH	ENTERPRISE FLEET	OCT PD VEHICLE LEASE CHARGES	103042-6165 / 50070-6165	AP103119	4,867.74	FBN3798587	P11575	00102825	10/31/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V003312		Vehicle Rental						
				Check Total:	**4,867.74**				
MW OH	ESPINOZA, GERMAN V011317	HERITAGE ELECTRICAL REFUND	100000-4346 Heritage Festival	AP103119	40.00	10212019		00102826	10/31/2019
				Check Total:	**40.00**				
MW OH	FIFTH AVENUE CLEANERS V010431	SEPT PD DRY CLEANING SVS	103040-6290 Dept. Contract Services	AP103119	482.85	SEPTEMBER 19		00102827	10/31/2019
				Check Total:	**482.85**				
MW OH	FM THOMAS AIR V010634	INSTALL HVAC AT KOCH PARK	107908-6185 Construction Services	AP103119	3,318.50	40158	P11553	00102828	10/31/2019
MW OH	FM THOMAS AIR V010634	INSTALL HVAC AT KOCH PARK	107908-6185 Construction Services	AP103119	1,991.10	40264	P11553	00102828	10/31/2019
				Check Total:	**5,309.60**				
MW OH	GALLS LLC V000438	PD UNIFORMS - INIGUEZ	103041-6360 Uniforms	AP103119	53.86	013680324		00102829	10/31/2019
MW OH	GALLS LLC V000438	PD UNIFORMS - INIGUEZ	103041-6360 Uniforms	AP103119	20.46	013730624		00102829	10/31/2019
MW OH	GALLS LLC V000438	PD UNIFORMS - INIGUEZ	103041-6360 Uniforms	AP103119	7.53	013753900		00102829	10/31/2019
MW OH	GALLS LLC V000438	PD UNIFORMS - INIGUEZ	103041-6360 Uniforms	AP103119	122.81	013803445		00102829	10/31/2019
MW OH	GALLS LLC V000438	PD UNIFORMS - RADOMSKI	103042-6360 Uniforms	AP103119	75.41	013814890		00102829	10/31/2019
MW OH	GALLS LLC V000438	PD UNIFORMS - BRITTAIN	103047-6360 Uniforms	AP103119	75.41	013814905		00102829	10/31/2019
MW OH	GALLS LLC V000438	PD UNIFORMS - EILEY	103041-6360 Uniforms	AP103119	150.83	013827323		00102829	10/31/2019
MW OH	GALLS LLC V000438	PD UNIFORMS - CONNELL	103040-6360 Uniforms	AP103119	75.41	013827367		00102829	10/31/2019

City of Placentia
Check Register
For 11/07/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	GALLS LLC V000438	PD UNIFORMS - RADOMSKI	103042-6360 Uniforms	AP103119	29.05	013857500		00102829	10/31/2019
MW OH	GALLS LLC V000438	PD UNIFORMS - REGER	103042-6360 Uniforms	AP103119	7.19	013857501		00102829	10/31/2019
MW OH	GALLS LLC V000438	PD UNIFORMS - CONROY	103042-6360 Uniforms	AP103119	23.18	013867915		00102829	10/31/2019
MW OH	GALLS LLC V000438	PD UNIFORMS - ANDERSON	103047-6360 Uniforms	AP103119	366.32	013952589		00102829	10/31/2019
MW OH	GALLS LLC V000438	PD UNIFORMS - ANDERSON	103047-6360 Uniforms	AP103119	424.52	013952604		00102829	10/31/2019
				Check Total:	**1,431.98**				
MW OH	GLASBY MAINT. SUPPLY CO V000445	JANITORIAL SUPPLIES	103654-6301 Special Department Supplies	AP103119	1,974.92	300580A		00102830	10/31/2019
MW OH	GLASBY MAINT. SUPPLY CO V000445	JANITORIAL SUPPLIES	103654-6301 Special Department Supplies	AP103119	64.48	300665A		00102830	10/31/2019
				Check Total:	**2,039.40**				
MW OH	GOLDEN STATE WATER V011316	NAV CTR WATER HOOKUP	784070-6335 Water	AP103119	2,500.00	102419		00102831	10/31/2019
				Check Total:	**2,500.00**				
MW OH	GOLDEN WEST COLLEGE V001174	PD ACADEMY REG FEES - INIGUEZ	103041-6250 Staff Training	AP103119	2,297.00	161		00102832	10/31/2019
				Check Total:	**2,297.00**				
MW OH	GST V009410	DESKTOP COMPUTERS	101523-6840 Machinery & Equipment	AP103119	1,554.28	INV40973		00102833	10/31/2019
				Check Total:	**1,554.28**				
MW OH	GUARDIAN ROOFS V010424	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP103119	100.00	30-19-050		00102834	10/31/2019
				Check Total:	**100.00**				
MW OH	HADLEY TOW	AUG TOWING SERVICES	103047-6181	AP103119	101.75	120000		00102835	10/31/2019

City of Placentia
Check Register
For 11/07/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010433		Towing Services						
MW OH	HADLEY TOW V010433	AUG TOWING SERVICES	103047-6181 Towing Services	AP103119	101.75	122822		00102835	10/31/2019
MW OH	HADLEY TOW V010433	AUG TOWING SERVICES	103047-6181 Towing Services	AP103119	101.75	123472		00102835	10/31/2019
MW OH	HADLEY TOW V010433	AUG TOWING SERVICES	103047-6181 Towing Services	AP103119	185.00	123565		00102835	10/31/2019
MW OH	HADLEY TOW V010433	AUG TOWING SERVICES	103047-6181 Towing Services	AP103119	101.75	123708		00102835	10/31/2019
MW OH	HADLEY TOW V010433	AUG TOWING SERVICES	103047-6181 Towing Services	AP103119	101.75	124022		00102835	10/31/2019
MW OH	HADLEY TOW V010433	AUG TOWING SERVICES	103047-6181 Towing Services	AP103119	101.75	124152		00102835	10/31/2019
MW OH	HADLEY TOW V010433	AUG TOWING SERVICES	103047-6181 Towing Services	AP103119	185.00	124436		00102835	10/31/2019
MW OH	HADLEY TOW V010433	AUG TOWING SERVICES	103047-6181 Towing Services	AP103119	101.75	124437		00102835	10/31/2019
				Check Total:	**1,082.25**				
MW OH	HEALTHPOINTE MEDICAL V010713	PRE-EMPLOYMENT PHYSICALS	101512-6099 Professional Services	AP103119	578.00	30601-3028055		00102836	10/31/2019
				Check Total:	**578.00**				
MW OH	HIRSCH PIPE AND SUPPLY V004494	PLUMBING SUPPLIES	296561-6130 Repair & Maint/Facilities	AP103119	67.40	6727566		00102837	10/31/2019
				Check Total:	**67.40**				
MW OH	HOME DEPOT CREDIT V010624	VET MEMORIAL REPAIR SUPPLIES	103654-6301 Special Department Supplies	AP103119	94.12	1015173		00102838	10/31/2019
MW OH	HOME DEPOT CREDIT V010624	FACILITY REPAIR SUPPLIES	103655-6130 Repair & Maint/Facilities	AP103119	65.06	1022549		00102838	10/31/2019
MW OH	HOME DEPOT CREDIT	OFFICE CONTRUCTION SUPPLIES	103654-6130	AP103119	111.92	1022576		00102838	10/31/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010624		Repair & Maint/Facilities						
MW OH	HOME DEPOT CREDIT V010624	GRAFFITI PAINT	103652-6301 Special Department Supplies	AP103119	233.35	14171		00102838	10/31/2019
MW OH	HOME DEPOT CREDIT V010624	PARK FENCE REPAIR SUPPLIES	103655-6301 Special Department Supplies	AP103119	69.71	2015063		00102838	10/31/2019
MW OH	HOME DEPOT CREDIT V010624	PARK RESTROOM REPAIR SUPPLIES	103655-6130 Repair & Maint/Facilities	AP103119	71.29	21440		00102838	10/31/2019
MW OH	HOME DEPOT CREDIT V010624	PAINT	103652-6301 Special Department Supplies	AP103119	43.54	3012821		00102838	10/31/2019
MW OH	HOME DEPOT CREDIT V010624	LIGHT FIXTURE PARTS	103654-6301 Special Department Supplies	AP103119	22.01	3033230		00102838	10/31/2019
MW OH	HOME DEPOT CREDIT V010624	BACKS BLDG REPAIRS SUPPLIES	103654-6130 Repair & Maint/Facilities	AP103119	140.39	4012761		00102838	10/31/2019
MW OH	HOME DEPOT CREDIT V010624	FENCE INSTALL SUPPLIES	103654-6130 Repair & Maint/Facilities	AP103119	70.52	4013737		00102838	10/31/2019
MW OH	HOME DEPOT CREDIT V010624	FENCE INSTALL SUPPLIES	103654-6130 Repair & Maint/Facilities	AP103119	4.83	4013741		00102838	10/31/2019
MW OH	HOME DEPOT CREDIT V010624	FAST SET CEMENT	103654-6130 Repair & Maint/Facilities	AP103119	104.22	4013746		00102838	10/31/2019
MW OH	HOME DEPOT CREDIT V010624	FAST SET CEMENT	103654-6130 Repair & Maint/Facilities	AP103119	30.04	4013798		00102838	10/31/2019
MW OH	HOME DEPOT CREDIT V010624	CEMENT, QUIKRETE ADHESIVE	103652-6301 Special Department Supplies	AP103119	38.02	4021084		00102838	10/31/2019
MW OH	HOME DEPOT CREDIT V010624	ELECTRICAL SUPPLIES	103654-6130 Repair & Maint/Facilities	AP103119	58.50	5013606		00102838	10/31/2019
MW OH	HOME DEPOT CREDIT V010624	POWER STRIP	103654-6301 Special Department Supplies	AP103119	6.97	5013639		00102838	10/31/2019
MW OH	HOME DEPOT CREDIT V010624	FENCE REPAIR SUPPLIES	103652-6301 Special Department Supplies	AP103119	4.78	5020898		00102838	10/31/2019
MW OH	HOME DEPOT CREDIT	FIRE ANT KILLER, CHAIN OIL	103655-6301	AP103119	37.66	6020757		00102838	10/31/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010624		Special Department Supplies						
MW OH	HOME DEPOT CREDIT V010624	PD CONSTRUCTION SUPPLIES	103654-6130 Repair & Maint/Facilities	AP103119	85.86	6020782		00102838	10/31/2019
MW OH	HOME DEPOT CREDIT V010624	PARK RESTROOM REPAIR SUPPLIES	103655-6130 Repair & Maint/Facilities	AP103119	86.44	7013453		00102838	10/31/2019
MW OH	HOME DEPOT CREDIT V010624	VET MEMORIAL REPAIR SUPPLIES	103654-6301 Special Department Supplies	AP103119	140.57	7014644		00102838	10/31/2019
MW OH	HOME DEPOT CREDIT V010624	CEMENT	103652-6301 Special Department Supplies	AP103119	24.34	7014650		00102838	10/31/2019
MW OH	HOME DEPOT CREDIT V010624	FACILITY REPAIR SUPPLIES	103654-6130 Repair & Maint/Facilities	AP103119	134.15	8014479		00102838	10/31/2019
MW OH	HOME DEPOT CREDIT V010624	VET MEMORIAL REPAIR SUPPLIES	103654-6301 Special Department Supplies	AP103119	138.25	9014287		00102838	10/31/2019
MW OH	HOME DEPOT CREDIT V010624	FACIITY REPAIR SUPPLIES	103654-6130 Repair & Maint/Facilities	AP103119	125.25	9014292		00102838	10/31/2019
				Check Total:	**1,941.79**				
MW OH	ICMA RETIREMENT TRUST V010029	ICMA P/E 10/19 PD 10/25	0029-2170 Deferred Comp Payable - ICMA	AP103119	120.00	102519A		00102839	10/31/2019
MW OH	ICMA RETIREMENT TRUST V010029	ICMA P/E 10/19 PD 10/25	0054-2170 Deferred Comp Payable - ICMA	AP103119	54.94	102519A		00102839	10/31/2019
MW OH	ICMA RETIREMENT TRUST V010029	ICMA P/E 10/19 PD 10/25	0010-2170 Deferred Comp Payable - ICMA	AP103119	1,124.59	102519A		00102839	10/31/2019
MW OH	ICMA RETIREMENT TRUST V010029	ICMA P/E 10/19 PD 10/25	0048-2170 Deferred Comp Payable - ICMA	AP103119	40.00	102519A		00102839	10/31/2019
MW OH	ICMA RETIREMENT TRUST V010029	ICMA P/E 10/19 PD 10/25	0037-2170 Deferred Comp Payable - ICMA	AP103119	60.00	102519A		00102839	10/31/2019
				Check Total:	**1,399.53**				
MW OH	JOHN L HUNTER & V009056	AUG NPDES CONSULTING SVS	103593-6099 Professional Services	AP103119	5,962.50	PLANP0819	P11603	00102840	10/31/2019

City of Placentia
Check Register
For 11/07/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	**5,962.50**				
MW OH	JONES & MAYER V009822	LEGAL SERVICES	103066-6001 Management Consulting Servics	AP103119	8,500.00	94232	P11523	00102841	10/31/2019
				Check Total:	**8,500.00**				
MW OH	KEYSTONE UNIFORMS V009178	EXPLORER UNIFORMS CORNELISON	763041-6360 / 50067-6360 Uniforms	AP103119	353.94	700037707		00102842	10/31/2019
MW OH	KEYSTONE UNIFORMS V009178	EXPLORER UNIFORMS - SCHMITT	763041-6360 / 50067-6360 Uniforms	AP103119	353.94	700037708		00102842	10/31/2019
MW OH	KEYSTONE UNIFORMS V009178	EXPLORER UNIFORMS MAGDELANO	763041-6360 / 50067-6360 Uniforms	AP103119	117.98	700037709		00102842	10/31/2019
MW OH	KEYSTONE UNIFORMS V009178	EXPLORER UNIFORMS - MORALES	763041-6360 / 50067-6360 Uniforms	AP103119	428.22	700037710		00102842	10/31/2019
MW OH	KEYSTONE UNIFORMS V009178	EXPLORER UNIFORMS - LEFEVRE	763041-6360 / 50067-6360 Uniforms	AP103119	353.94	700037711		00102842	10/31/2019
MW OH	KEYSTONE UNIFORMS V009178	EXPLORER UNIFORMS CORNELISON	763041-6360 / 50067-6360 Uniforms	AP103119	117.98	700037720		00102842	10/31/2019
MW OH	KEYSTONE UNIFORMS V009178	EXPLORER UNIFORMS - GONZALES	763041-6360 / 50067-6360 Uniforms	AP103119	471.92	700037721		00102842	10/31/2019
MW OH	KEYSTONE UNIFORMS V009178	EXPLORER UNIFORMS MAGDELANO	763041-6360 / 50067-6360 Uniforms	AP103119	450.06	700037722		00102842	10/31/2019
MW OH	KEYSTONE UNIFORMS V009178	EXPLORER UNIFORMS - LEFEVRE	763041-6360 / 50067-6360 Uniforms	AP103119	117.98	700037723		00102842	10/31/2019
				Check Total:	**2,765.96**				
MW OH	LANZ, SHION V011319	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP103119	43.00	19009225		00102843	10/31/2019
				Check Total:	**43.00**				
MW OH	LIEBERT CASSIDY V000597	SEPT LEGAL SERVICES	101005-6005 Legal Services	AP103119	141.00	1486662		00102844	10/31/2019
MW OH	LIEBERT CASSIDY	SEPT LEGAL SERVICES	101005-6005	AP103119	667.00	1486663		00102844	10/31/2019

City of Placentia
Check Register
For 11/07/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000597		Legal Services						
MW OH	LIEBERT CASSIDY V000597	SEPT LEGAL SERVICES	101005-6005 Legal Services	AP103119	1,610.00	1486664		00102844	10/31/2019
				Check Total:	**2,418.00**				
MW OH	LINCOLN PUBLIC SAFETY V011264	10/1-17 CONSULTING SVS	103066-6001 Management Consulting Servics	AP103119	7,250.00	005	P11556	00102845	10/31/2019
				Check Total:	**7,250.00**				
MW OH	LINEHAN, JUDITH A V011318	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP103119	100.00	30-19-141		00102846	10/31/2019
				Check Total:	**100.00**				
MW OH	LIU, LAUREN V011322	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP103119	75.00	PK475573		00102847	10/31/2019
				Check Total:	**75.00**				
MW OH	LUKE, BRADY V010674	10/18 DJ SERVICES	104071-6299 Other Purchased Services	AP103119	200.00	1023019		00102848	10/31/2019
				Check Total:	**200.00**				
MW OH	MANAGED HEALTH V008122	NOV EAP PROGRAM SVS	395083-5161 Health Insurance Premiums	AP103119	313.95	PRM-045175		00102849	10/31/2019
				Check Total:	**313.95**				
MW OH	MCBROOM, JUANITA V011324	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP103119	43.00	PK473965		00102850	10/31/2019
				Check Total:	**43.00**				
MW OH	MCCORMACK ROOFING V002663	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP103119	100.00	30-19-139		00102851	10/31/2019
				Check Total:	**100.00**				
MW OH	MERILUS, BRUNEL V011297	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP103119	100.00	30-19-022A		00102852	10/31/2019
				Check Total:	**100.00**				
MW OH	NATIONAL BUSINESS	FILING CABINETS	103654-6130	AP103119	5,017.94	MK532574	P11589	00102853	10/31/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000669		Repair & Maint/Facilities						
				Check Total:	**5,017.94**				
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP103119	572.81	63952		00102854	10/31/2019
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP103119	344.73	63983		00102854	10/31/2019
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	102020-6315 Office Supplies	AP103119	522.08	63995		00102854	10/31/2019
MW OH	OFFICE INDUSTRIES V007477	PAPER	109595-6315 Office Supplies	AP103119	165.26	64032		00102854	10/31/2019
				Check Total:	**1,604.88**				
MW OH	ONYX PAVING COMPANY V011258	SEPT STREET REHAB SVS	601906-6185 Construction Services	AP103119	23,957.10	19/309	P11546	00102855	10/31/2019
				Check Total:	**23,957.10**				
MW OH	ORANGE COUNTY V007306	1ST QTR ANIMAL SHELTER CONST.	103045-6130 Repair & Maint/Facilities	AP103119	15,917.00	AC2090008	P11606	00102856	10/31/2019
				Check Total:	**15,917.00**				
MW OH	PALA BAND OF MISSION V011184	SWAT SNIPER QUALIFICATIONS	103043-6162 Range Training	AP103119	80.00	253		00102857	10/31/2019
				Check Total:	**80.00**				
MW OH	PATEL, BINEETA V005068	DEPOSIT REFUND - BACK BLDG	100000-4385 Facility Rental	AP103119	125.00	2002656.002		00102858	10/31/2019
				Check Total:	**125.00**				
MW OH	PEREZ, FRANK V001550	HERITAGE TRUCK RENTAL	104078-6301 Special Department Supplies	AP103119	113.20	10212019		00102859	10/31/2019
				Check Total:	**113.20**				
MW OH	PEREZ, MARINA V011325	REFUND BALANCE OF ACCOUNT	100000-4385 Facility Rental	AP103119	41.00	2002654.002		00102860	10/31/2019
				Check Total:	**41.00**				

City of Placentia
Check Register
For 11/07/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	PERRIN, PAUL L V010648	10/16 POLYGRAPH EXAM	103040-6099 Professional Services	AP103119	225.00	19-21		00102861	10/31/2019
MW OH	PERRIN, PAUL L V010648	10/23 POLYGRAPH EXAM	103040-6099 Professional Services	AP103119	225.00	19-22		00102861	10/31/2019
				Check Total:	**450.00**				
MW OH	PLACENTIA CHAMBER OF V000772	SOTC LUNCHEON PAYMENT	103040-6245 Meetings & Conferences	AP103119	450.00	12026		00102862	10/31/2019
				Check Total:	**450.00**				
MW OH	PLACENTIA LIBRARY V000849	ELECTRICAL METER SPLIT FEES	103654-6130 Repair & Maint/Facilities	AP103119	28,068.93	10172019		00102863	10/31/2019
				Check Total:	**28,068.93**				
MW OH	PRINCIPAL FINANCIAL V000844	OCT LIFE INSURANCE PREMIUMS	109595-5110 Life Ins Allocation	AP103119	742.47	124129986000-01		00102864	10/31/2019
MW OH	PRINCIPAL FINANCIAL V000844	OCT LIFE INSURANCE PREMIUMS	395083-5163 Life Insurance Premiums	AP103119	390.40	124129986000-01		00102864	10/31/2019
				Check Total:	**1,132.87**				
MW OH	PSYCHOLOGICAL V009259	PRE-EMPLOYMENT PSYCH EXAMS	101512-6099 Professional Services	AP103119	1,600.00	523781		00102865	10/31/2019
				Check Total:	**1,600.00**				
MW OH	R H F INC V003206	NHTSA/IACH SPEC RECERT	103047-6137 Repair Maint/Equipment	AP103119	65.00	74683		00102866	10/31/2019
MW OH	R H F INC V003206	NHTSA/IACH SPEC RECERT	103047-6137 Repair Maint/Equipment	AP103119	85.00	74684		00102866	10/31/2019
MW OH	R H F INC V003206	NHTSA/IACH SPEC RECERT	103047-6137 Repair Maint/Equipment	AP103119	85.00	74685		00102866	10/31/2019
MW OH	R H F INC V003206	NHTSA/IACH SPEC RECERT	103047-6137 Repair Maint/Equipment	AP103119	65.00	74686		00102866	10/31/2019
				Check Total:	**300.00**				
MW OH	RBI TRAFFIC INC	AUG TRAFFIC ENGINEERING SVS	103590-6290	AP103119	7,440.00	2453	P11539	00102867	10/31/2019

City of Placentia
Check Register
For 11/07/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010707		Dept. Contract Services						
				Check Total:	**7,440.00**				
MW OH	RUIZ, JOSE V003319	EXPRIED CHECK REPLACEMENT	0010-1101 General Checking with Bank	AP103119	1,034.71	102419		00102868	10/31/2019
				Check Total:	**1,034.71**				
MW OH	SHRED-IT USA V000905	SEPT DOC SHRED SERVICES	374386-6299 Other Purchased Services	AP103119	267.44	8128305565		00102869	10/31/2019
				Check Total:	**267.44**				
MW OH	SOUTHERN CALIFORNIA V000910	AUG-OCT ELECTRICAL CHARGES	109595-6330 / 21009-6330 Electricity	AP103119	47.67	102419		00102870	10/31/2019
MW OH	SOUTHERN CALIFORNIA V000910	AUG-OCT ELECTRICAL CHARGES	784070-6330 Electricity	AP103119	92.09	102419		00102870	10/31/2019
MW OH	SOUTHERN CALIFORNIA V000910	AUG-OCT ELECTRICAL CHARGES	296561-6330 Electricity	AP103119	1,480.03	102419		00102870	10/31/2019
MW OH	SOUTHERN CALIFORNIA V000910	AUG-OCT ELECTRICAL CHARGES	109595-6330 / 21011-6330 Electricity	AP103119	14.41	102419		00102870	10/31/2019
MW OH	SOUTHERN CALIFORNIA V000910	AUG-OCT ELECTRICAL CHARGES	109595-6330 Electricity	AP103119	7,818.57	102419		00102870	10/31/2019
MW OH	SOUTHERN CALIFORNIA V000910	AUG-OCT ELECTRICAL CHARGES	109595-6330 / 21010-6330 Electricity	AP103119	108.88	102419		00102870	10/31/2019
				Check Total:	**9,561.65**				
MW OH	SUBURBAN PROPANE V000971	PROPANE	103658-6301 Special Department Supplies	AP103119	8.67	273104		00102871	10/31/2019
				Check Total:	**8.67**				
MW OH	TIME WARNER CABLE V004450	10/21-11/20 EOC CABLE	109595-6215 Telephone	AP103119	610.67	003446101619		00102872	10/31/2019
MW OH	TIME WARNER CABLE V004450	10/21-11/20 WHITTEN INTERNET	504077-6215 Telephone	AP103119	119.99	0431975102119		00102872	10/31/2019
MW OH	TIME WARNER CABLE	10/14-11/13 PD INTERNET	109595-6215	AP103119	619.00	0528002101419		00102872	10/31/2019

City of Placentia
Check Register
For 11/07/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V004450		Telephone						
MW OH	TIME WARNER CABLE V004450	10/23-11/22 NAV CNTR INTERNET	784070-6215 Telephone	AP103119	149.96	0570178102319		00102872	10/31/2019
				Check Total:	**1,499.62**				
MW OH	TOTUM CORP V010229	SEPT-OCT NAV CTR CONST. MGMT	780000-6290 Dept. Contract Services	AP103119	40,678.95	205027	P11557	00102873	10/31/2019
				Check Total:	**40,678.95**				
MW OH	TRAN, MIKE V011320	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP103119	43.00	PK475248		00102874	10/31/2019
				Check Total:	**43.00**				
MW OH	TURBO DATA SYSTEMS INC V001238	SEPT PRK CITATION PROCESSING	103047-6290 Dept. Contract Services	AP103119	1,269.39	31158	P11519	00102875	10/31/2019
				Check Total:	**1,269.39**				
MW OH	UNIQUE PRINTING V010259	PRINTING SVS - PD FORMS	103040-6230 Printing & Binding	AP103119	202.82	41167		00102876	10/31/2019
				Check Total:	**202.82**				
MW OH	UNITED RENTALS NORTH V001082	CONCRETE MIXER RENTAL	103654-6170 Equipment & Tool Rental	AP103119	209.13	174577849-001		00102877	10/31/2019
MW OH	UNITED RENTALS NORTH V001082	HERITAGE TRAILER RENTAL	103655-6170 / 79392-6170 Equipment & Tool Rental	AP103119	663.74	174742369-001		00102877	10/31/2019
MW OH	UNITED RENTALS NORTH V001082	HERITAGE UTV RENTALS	103655-6170 / 79392-6170 Equipment & Tool Rental	AP103119	690.21	174853216-001		00102877	10/31/2019
MW OH	UNITED RENTALS NORTH V001082	CONCRETE MIXER RENTAL	103654-6170 Equipment & Tool Rental	AP103119	617.48	175018632-001		00102877	10/31/2019
				Check Total:	**2,180.56**				
MW OH	VOLL, RACHELLE V011323	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP103119	43.00	PK474236		00102878	10/31/2019
				Check Total:	**43.00**				
MW OH	WATERLOGIC AMERICAS LLC	OCT PD WATER SERVICE	103041-6301	AP103119	225.20	183007		00102879	10/31/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010708		Special Department Supplies						
				Check Total:	**225.20**				
MW OH	WEST COAST LIGHTS & SIRE	LIGHTBAR FOR UNIT 18	103041-6301	AP103119	2,065.13	18790		00102880	10/31/2019
	V006106		Special Department Supplies						
				Check Total:	**2,065.13**				
MW OH	WESTERN TRANSIT	SEPT SR TRANSPORTATION SVS	184071-6401 / 79538-6401	AP103119	3,620.64	2-3079	P11587	00102881	10/31/2019
	V008280		Community Programs						
MW OH	WESTERN TRANSIT	SEPT SR TRANSPORTATION SVS	194315-6401	AP103119	905.16	2-3079	P11587	00102881	10/31/2019
	V008280		Community Programs						
				Check Total:	**4,525.80**				
MW OH	XLNT TINT WINDOW TINTING	PD CONF ROOM WINDOW TINTING	103041-6301	AP103119	472.08	58797		00102882	10/31/2019
	V001145		Special Department Supplies						
				Check Total:	**472.08**				
MW OH	YAMAGUCHI, BRIAN	SEPT RESERVE OFFICER STIPEND	103041-5005 / 50065-5005	AP103119	200.00	100619		00102883	10/31/2019
	V003248		Salaries/Part-Time						
				Check Total:	**200.00**				
MW OH	YORBA LINDA FEED STORE	K9 DOG FOOD	103041-6301	AP103119	123.89	687883		00102884	10/31/2019
	V003242		Special Department Supplies						
MW OH	YORBA LINDA FEED STORE	K9 DOG FOOD	103041-6301	AP103119	133.59	690044		00102884	10/31/2019
	V003242		Special Department Supplies						
				Check Total:	**257.48**				
MW OH	YORBA REGIONAL ANIMAL	EMERGENCY K9 MEDICAL SVS	103041-6301	AP103119	363.16	711531135		00102885	10/31/2019
	V008472		Special Department Supplies						
				Check Total:	**363.16**				
				Type Total:	**354,451.30**				
				Check Total:	**354,451.30**				

City of Placentia
Electronic Disbursement Register
For 11/19/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
				Grand Total:	467,925.04				

EDR Totals by ID

AP	0.00
EP	467,925.04
IP	0.00
OP	0.00

Fund Name	EDR Totals by Fund
101-General Fund (0010)	257,895.60
208-Sccssr Agncy Ret Oblg (0054)	2,377.65
211-PEG Fund (0058)	88.93
225-Asset Seizure (0021)	796.20
227-Explorer Grant NOC (0076)	32.74
228-NOC-Public Safety Grant(0061)	3,207.01
229-Comm Trans Hous Grant (0062)	5,859.41
265-Landscape Maintenance (0029)	2,397.89
275-Sewer Maintenance (0048)	7,791.26
280-Misc Grants Fund (0050)	5,034.23
501-Refuse Administration (0037)	2,406.78
601-Employee Health & Wlfre (0039)	150,935.32
605-Risk Management (0040)	28,760.16
701-Special Deposits (0044)	341.86

Void Total:	0.00
EDR Total:	467,925.04

Electronic Disbursement Sub Totals:	467,925.04
ACH Payroll Direct Deposit for 11/8/19:	330,293.67
Electronic Disbursement Total:	798,218.71

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 11/07/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	ICMA RETIREMENT TRUST V000496	PE 10/19/19 PD 10/25/19	0029-2170 Deferred Comp Payable - ICMA	PY19022	195.76	2995/1901022		00012525	10/31/2019
EP	ICMA RETIREMENT TRUST V000496	PE 10/19/19 PD 10/25/19	0037-2170 Deferred Comp Payable - ICMA	PY19022	143.75	2995/1901022		00012525	10/31/2019
EP	ICMA RETIREMENT TRUST V000496	PE 10/19/19 PD 10/25/19	0010-2170 Deferred Comp Payable - ICMA	PY19022	14,894.18	2995/1901022		00012525	10/31/2019
EP	ICMA RETIREMENT TRUST V000496	PE 10/19/19 PD 10/25/19	0048-2170 Deferred Comp Payable - ICMA	PY19022	646.26	2995/1901022		00012525	10/31/2019
EP	ICMA RETIREMENT TRUST V000496	PE 10/19/19 PD 10/25/19	0062-2170 Deferred Comp Payable - ICMA	PY19022	66.39	2995/1901022		00012525	10/31/2019
EP	ICMA RETIREMENT TRUST V000496	PE 10/19/19 PD 10/25/19	0054-2170 Deferred Comp Payable - ICMA	PY19022	96.19	2995/1901022		00012525	10/31/2019
EP	ICMA RETIREMENT TRUST V000496	PE 10/19/19 PD 10/25/19	0061-2170 Deferred Comp Payable - ICMA	PY19022	500.00	2995/1901022		00012525	10/31/2019
				Check Total:	**16,542.53**				
EP	PLACENTIA POLICE V000839	PE 10/19/19 PD 10/25/19	0010-2180 Police Mgmt Assn Dues	PY19022	804.14	2625/1901022		00012526	10/31/2019
				Check Total:	**804.14**				
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 10/19 PD 10/25	0010-2115 Employee Medicare W/H	ACH103119	6,692.33	102519		00012527	10/31/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 10/19 PD 10/25	0010-2120 Employer Medicare Payable	ACH103119	6,627.63	102519		00012527	10/31/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 10/19 PD 10/25	0029-2110 Federal Income Tax W/H	ACH103119	650.59	102519		00012527	10/31/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 10/19 PD 10/25	0029-2115 Employee Medicare W/H	ACH103119	73.03	102519		00012527	10/31/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 10/19 PD 10/25	0029-2120 Employer Medicare Payable	ACH103119	73.03	102519		00012527	10/31/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 10/19 PD 10/25	0037-2110 Federal Income Tax W/H	ACH103119	602.96	102519		00012527	10/31/2019

City of Placentia
Electronic Disbursement Register
For 11/07/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 10/19 PD 10/25	0010-2110 Federal Income Tax W/H	ACH103119	50,736.86	102519		00012527	10/31/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 10/19 PD 10/25	0037-2115 Employee Medicare W/H	ACH103119	77.37	102519		00012527	10/31/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 10/19 PD 10/25	0062-2120 Employer Medicare Payable	ACH103119	179.90	102519		00012527	10/31/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 10/19 PD 10/25	0037-2120 Employer Medicare Payable	ACH103119	71.17	102519		00012527	10/31/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 10/19 PD 10/25	0048-2110 Federal Income Tax W/H	ACH103119	1,902.43	102519		00012527	10/31/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 10/19 PD 10/25	0048-2115 Employee Medicare W/H	ACH103119	256.28	102519		00012527	10/31/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 10/19 PD 10/25	0048-2120 Employer Medicare Payable	ACH103119	251.85	102519		00012527	10/31/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 10/19 PD 10/25	0050-2110 Federal Income Tax W/H	ACH103119	222.95	102519		00012527	10/31/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 10/19 PD 10/25	0050-2115 Employee Medicare W/H	ACH103119	42.95	102519		00012527	10/31/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 10/19 PD 10/25	0050-2120 Employer Medicare Payable	ACH103119	42.95	102519		00012527	10/31/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 10/19 PD 10/25	0054-2110 Federal Income Tax W/H	ACH103119	662.36	102519		00012527	10/31/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 10/19 PD 10/25	0054-2115 Employee Medicare W/H	ACH103119	84.81	102519		00012527	10/31/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 10/19 PD 10/25	0054-2120 Employer Medicare Payable	ACH103119	71.52	102519		00012527	10/31/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 10/19 PD 10/25	0061-2110 Federal Income Tax W/H	ACH103119	333.89	102519		00012527	10/31/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 10/19 PD 10/25	0061-2115 Employee Medicare W/H	ACH103119	68.47	102519		00012527	10/31/2019

City of Placentia
Electronic Disbursement Register
For 11/07/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 10/19 PD 10/25	0061-2120 Employer Medicare Payable	ACH103119	68.47	102519		00012527	10/31/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 10/19 PD 10/25	0062-2110 Federal Income Tax W/H	ACH103119	1,791.76	102519		00012527	10/31/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 10/19 PD 10/25	0062-2115 Employee Medicare W/H	ACH103119	179.90	102519		00012527	10/31/2019
				Check Total:	**71,765.46**				
EP	BANK OF AMERICA V008741	PINK PATCH KEYCHAINS	0044-2083 / 50404-2083 Pink Patch Donations	ACH102519	221.89	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	OC CHAMBER MTG REG - SHADER	101001-6245 Meetings & Conferences	ACH102519	75.00	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	COUNCIL SUPPLIES	101001-6245 Meetings & Conferences	ACH102519	81.67	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	COUNCIL SUPPLIES	101001-6245 Meetings & Conferences	ACH102519	69.11	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	BUSINESS MTG REG - SHADER	101001-6245 Meetings & Conferences	ACH102519	75.00	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	YL SOTC REG - SHADER	101001-6245 Meetings & Conferences	ACH102519	55.00	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	TUSTIN SOTC REG - SHADER	101001-6245 Meetings & Conferences	ACH102519	30.00	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	COUNCIL SUPPLIES	101001-6245 Meetings & Conferences	ACH102519	67.91	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	COUNCIL SUPPLIES	101001-6245 Meetings & Conferences	ACH102519	30.45	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	COUNCIL SUPPLIES	101001-6245 Meetings & Conferences	ACH102519	158.39	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	STATE OF THE CITY SUPPLIES	101001-6301 Special Department Supplies	ACH102519	23.84	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA	STATE OF THE CITY SUPPLIES	101001-6301	ACH102519	45.90	SEPTEMBER 19		00012528	10/25/2019

City of Placentia
Electronic Disbursement Register
For 11/07/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V008741		Special Department Supplies						
EP	BANK OF AMERICA V008741	STATE OF THE CITY INVITATIONS	101001-6301 Special Department Supplies	ACH102519	11.92	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	STATE OF THE CITY SUPPLIES	101001-6301 Special Department Supplies	ACH102519	19.40	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	STATE OF THE CITY SUPPLIES	101001-6301 Special Department Supplies	ACH102519	20.72	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	STATE OF THE CITY SUPPLIES	101001-6301 Special Department Supplies	ACH102519	15.65	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	SOTC CHALLENGE COINS	101001-6301 Special Department Supplies	ACH102519	1,346.31	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	STATE OF THE CITY SUPPLIES	101001-6301 Special Department Supplies	ACH102519	153.25	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	BUSINESS MEETING MEALS	101511-6245 Meetings & Conferences	ACH102519	37.48	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	BUSINESS MEETING MEALS	101511-6245 Meetings & Conferences	ACH102519	35.68	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	BUSINESS MEETING MEALS	101511-6245 Meetings & Conferences	ACH102519	75.00	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	BUSINESS MEETING MEALS	101511-6245 Meetings & Conferences	ACH102519	77.90	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	BUSINESS MEETING MEALS	101511-6245 Meetings & Conferences	ACH102519	30.00	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	BUSINESS MEETING MEALS	101511-6245 Meetings & Conferences	ACH102519	12.98	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	MGMT LUNCH FOR S. GONZALEZ	101511-6245 Meetings & Conferences	ACH102519	213.79	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	BUSINESS MEETING MEALS	101511-6245 Meetings & Conferences	ACH102519	63.34	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA	BUSINESS MEETING MEALS	101511-6245	ACH102519	42.43	SEPTEMBER 19		00012528	10/25/2019

City of Placentia
Electronic Disbursement Register
For 11/07/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V008741		Meetings & Conferences						
EP	BANK OF AMERICA V008741	BUSINESS MEETING MEALS	101511-6245 Meetings & Conferences	ACH102519	41.34	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	WORKING LUNCH MEAL	101511-6245 Meetings & Conferences	ACH102519	6.32	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	101511-6315 Office Supplies	ACH102519	44.01	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	101511-6315 Office Supplies	ACH102519	18.30	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	AIR FRESHENER DISPENSERS	101511-6315 Office Supplies	ACH102519	25.00	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	AIR FRESHENER	101511-6315 Office Supplies	ACH102519	5.97	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	AIR FRESHENER	101511-6315 Office Supplies	ACH102519	5.70	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	MGMT PHOTO FOR S. GONZALEZ	101511-6315 Office Supplies	ACH102519	4.34	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	101511-6315 Office Supplies	ACH102519	42.48	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	NEPELRA CONF REG - MUNOZ	101512-6245 Meetings & Conferences	ACH102519	199.00	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	NEPERLA CONF HOTEL - MOHAN	101512-6245 Meetings & Conferences	ACH102519	160.25	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	JOB FAIR CATERING SVS	101512-6250 Staff Training	ACH102519	536.05	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	NEPELRA MEMBERSHIP - MOHAN	101512-6255 Dues & Memberships	ACH102519	199.00	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	NEPELRA MEMBERSHIP - MUNOZ	101512-6255 Dues & Memberships	ACH102519	195.00	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA	INTERVIEW PANEL SUPPLIES	101512-6301	ACH102519	21.66	SEPTEMBER 19		00012528	10/25/2019

City of Placentia
Electronic Disbursement Register
For 11/07/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V008741		Special Department Supplies						
EP	BANK OF AMERICA V008741	INTERVIEW PANEL MEALS	101512-6301 Special Department Supplies	ACH102519	92.97	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	MISC SUPPLIES	101512-6301 Special Department Supplies	ACH102519	90.00	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	INTERVIEW PANEL SUPPLIES	101512-6301 Special Department Supplies	ACH102519	22.69	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	INTERVIEW PANEL MEALS	101512-6301 Special Department Supplies	ACH102519	32.90	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	101512-6301 Special Department Supplies	ACH102519	37.77	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	101512-6315 Office Supplies	ACH102519	69.12	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	TONER	101512-6315 Office Supplies	ACH102519	81.55	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	AMAZON PRIME MEMBERSHIP	101523-6255 Dues & Memberships	ACH102519	129.41	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	LAPTOP CHARGER	101523-6301 Special Department Supplies	ACH102519	32.99	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	SEPT CONFERENCE CALL SVS	101523-6999 Other Expenditure	ACH102519	74.95	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	FIRE TASK COORDINATE SOFTWARE	101523-6999 Other Expenditure	ACH102519	1,154.76	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	CHIPOTLE OPENING EVENT MEALS	102531-6245 Meetings & Conferences	ACH102519	29.80	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	PUBLIC SAFETY PHOTOS	102534-6230 Printing & Binding	ACH102519	49.00	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	HOUSING FORUM REG - ORTEGA	102534-6245 Meetings & Conferences	ACH102519	75.00	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA	BUSINESS MEETING MEALS	103040-6245	ACH102519	21.28	SEPTEMBER 19		00012528	10/25/2019

City of Placentia
Electronic Disbursement Register
For 11/07/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V008741		Meetings & Conferences						
EP	BANK OF AMERICA V008741	BUSINESS MEETING MEALS	103040-6245 Meetings & Conferences	ACH102519	41.28	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH102519	22.04	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH102519	36.21	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH102519	29.10	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH102519	17.69	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH102519	21.83	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH102519	30.00	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH102519	24.83	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH102519	33.94	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH102519	30.00	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH102519	25.16	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH102519	28.00	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH102519	17.16	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH102519	17.03	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA	DISPATCHER MEALS	103040-6301 / 50408-6301	ACH102519	10.55	SEPTEMBER 19		00012528	10/25/2019

City of Placentia
Electronic Disbursement Register
For 11/07/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V008741		Special Department Supplies						
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH102519	29.79	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH102519	18.97	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH102519	32.80	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH102519	28.77	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH102519	21.11	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH102519	17.36	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH102519	7.88	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH102519	12.00	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH102519	25.50	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH102519	37.21	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH102519	20.59	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH102519	14.75	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH102519	41.32	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH102519	30.00	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA	DISPATCHER MEALS	103040-6301 / 50408-6301	ACH102519	23.82	SEPTEMBER 19		00012528	10/25/2019

City of Placentia
Electronic Disbursement Register
For 11/07/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V008741		Special Department Supplies						
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH102519	22.71	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH102519	27.75	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH102519	29.08	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH102519	25.03	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH102519	29.64	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH102519	25.53	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH102519	28.78	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH102519	8.97	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH102519	29.54	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH102519	19.81	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH102519	31.89	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH102519	11.58	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH102519	11.52	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH102519	11.09	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA	DISPATCHER MEALS	103040-6301 / 50408-6301	ACH102519	13.15	SEPTEMBER 19		00012528	10/25/2019

City of Placentia
Electronic Disbursement Register
For 11/07/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V008741		Special Department Supplies						
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH102519	30.00	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH102519	29.08	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH102519	7.48	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH102519	34.27	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH102519	10.68	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH102519	24.59	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH102519	41.33	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH102519	27.38	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH102519	24.40	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH102519	20.46	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH102519	10.97	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH102519	18.09	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	BRIEFING ROOM SUPPLIES	103040-6301 / 50409-6301 Special Department Supplies	ACH102519	326.42	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	103040-6315 Office Supplies	ACH102519	48.78	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA	POSTAGE	103040-6325	ACH102519	67.90	SEPTEMBER 19		00012528	10/25/2019

City of Placentia
Electronic Disbursement Register
For 11/07/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V008741		Postage						
EP	BANK OF AMERICA V008741	PD TRAINING REG - GLOE	103041-6250 Staff Training	ACH102519	129.00	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	PD TRAINING HOTEL - MCKENZIE	103041-6250 Staff Training	ACH102519	426.69	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	PD TRAINING PARKING - MCKENZIE	103041-6250 Staff Training	ACH102519	14.00	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	PD TRAINING HOTEL - GLOE	103041-6250 Staff Training	ACH102519	726.20	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	FLASHDRIVES FOR PD	103041-6301 Special Department Supplies	ACH102519	157.60	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	9/27-10/26 MCV CABLE SVS	103041-6301 Special Department Supplies	ACH102519	80.99	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	PD TRAINING REG - CONROY	103042-6250 Staff Training	ACH102519	1,175.00	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	CELL PHONE REPAIRS	103042-6290 Dept. Contract Services	ACH102519	100.00	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	SEPT MAPPING SOFTWARE SVS	103042-6290 Dept. Contract Services	ACH102519	15.00	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	BINDERS	103042-6301 Special Department Supplies	ACH102519	43.48	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	SR CENTER COFFEE SUPPLIES	0044-2064 Senior Advisory Committee	ACH102519	119.97	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	UV BULBS	103043-6301 Special Department Supplies	ACH102519	143.49	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	PHOTO BACKDROP	581573-6301 Special Department Supplies	ACH102519	53.79	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	TRASH BAGS	103043-6301 Special Department Supplies	ACH102519	80.92	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA	REPLENISH PD SUPPLIES	103043-6301 / 50100-6301	ACH102519	844.20	SEPTEMBER 19		00012528	10/25/2019

City of Placentia
Electronic Disbursement Register
For 11/07/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V008741		Special Department Supplies						
EP	BANK OF AMERICA V008741	BULB FOR PURIFIER IN PD	103043-6301 / 50100-6301 Special Department Supplies	ACH102519	188.54	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	MOUNTING TAPE	103048-6301 Special Department Supplies	ACH102519	154.99	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	MEETING SUPPLIES	103048-6301 Special Department Supplies	ACH102519	26.00	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	MEETING SUPPLIES	103048-6301 Special Department Supplies	ACH102519	17.95	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	FASTRAK FOR FIRE CHIEF	103066-6255 Dues & Memberships	ACH102519	100.00	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	FASTRAK FOR FIRE CHIEF	103066-6255 Dues & Memberships	ACH102519	100.00	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	OC CHAMBER MTG REG - ESTEVEZ	103066-6255 Dues & Memberships	ACH102519	75.00	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	CEAOC MTG REG - SEPAHI	103550-6245 Meetings & Conferences	ACH102519	30.00	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	MEETING SUPPLIES	103550-6245 Meetings & Conferences	ACH102519	22.88	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	MEETING SUPPLIES	103550-6245 Meetings & Conferences	ACH102519	22.49	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	INTERVIEW PANEL MEALS	103550-6245 Meetings & Conferences	ACH102519	53.96	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	PESTICIDE QAC RENEWAL - NAJERA	103652-6301 Special Department Supplies	ACH102519	60.00	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	OFFICE FURNITURE	103654-6130 Repair & Maint/Facilities	ACH102519	1,982.89	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	DEMOLITION HAMMER RENTAL	103654-6170 Equipment & Tool Rental	ACH102519	37.15	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA	DEMOLITION HAMMER RENTAL	103654-6170	ACH102519	50.00	SEPTEMBER 19		00012528	10/25/2019

City of Placentia
Electronic Disbursement Register
For 11/07/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V008741		Equipment & Tool Rental						
EP	BANK OF AMERICA V008741	SAMS CLUB MEMBERSHIP FOR PW	103654-6301 Special Department Supplies	ACH102519	100.00	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	A FRAME SIGNS	103654-6301 Special Department Supplies	ACH102519	209.94	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	BACKS BLDG SUPPLIES	103654-6301 Special Department Supplies	ACH102519	35.86	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	DIMMER SWITCH FOR EOC	103654-6301 Special Department Supplies	ACH102519	157.85	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	JANITORIAL SUPPLIES	103654-6301 Special Department Supplies	ACH102519	65.67	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	FACILITY SUPPLIES	103654-6301 Special Department Supplies	ACH102519	6.38	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	LITTER PICKER FOR HERITAGE	103655-6301 Special Department Supplies	ACH102519	54.36	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	FENCING BRACKETS	103655-6301 Special Department Supplies	ACH102519	33.09	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	TRUCK DOOR HANDGE	103658-6134 Vehicle Repair & Maintenance	ACH102519	10.76	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	2" DOT TAPE	103658-6134 Vehicle Repair & Maintenance	ACH102519	57.22	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	LOCK HANDLE FOR TRUCK BED	103658-6301 Special Department Supplies	ACH102519	27.45	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	GASOLINE	103658-6345 Gasoline & Diesel Fuel	ACH102519	25.00	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	SEPT REC SCHEDULING SVS	104070-6099 Professional Services	ACH102519	132.00	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	NRPA CONF AIRFARE - CUEVAS	104070-6245 Meetings & Conferences	ACH102519	544.96	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA	NRPA CONF MEALS	104070-6245	ACH102519	40.55	SEPTEMBER 19		00012528	10/25/2019

City of Placentia
Electronic Disbursement Register
For 11/07/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V008741		Meetings & Conferences						
EP	BANK OF AMERICA V008741	NRPA CONF UBER SVS	104070-6245 Meetings & Conferences	ACH102519	7.76	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	NRPA CONF UBER SVS	104070-6245 Meetings & Conferences	ACH102519	1.00	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	NRPA CONF MEALS	104070-6245 Meetings & Conferences	ACH102519	29.44	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	NRPA CONF UBER	104070-6245 Meetings & Conferences	ACH102519	25.35	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	NRPA CONF MEALS	104070-6245 Meetings & Conferences	ACH102519	70.72	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	NRPA CONF HOTEL - ORTIZ	104070-6245 Meetings & Conferences	ACH102519	828.15	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	CPRS MEMBERSHIP - GONZALEZ	104070-6255 Dues & Memberships	ACH102519	170.00	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	NRPA MEMBERSHIP - GONZALEZ	104070-6255 Dues & Memberships	ACH102519	675.00	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	104070-6315 Office Supplies	ACH102519	105.87	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	NRPA CONF AIRFARE - ORTIZ	104071-6245 Meetings & Conferences	ACH102519	533.96	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	NRPA CONF TAXI SVS	104071-6245 Meetings & Conferences	ACH102519	35.90	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	NRPA CONF MEALS	104071-6245 Meetings & Conferences	ACH102519	37.92	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	NRPA CONF MEALS	104071-6245 Meetings & Conferences	ACH102519	40.55	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	NRPA CONF MEALS	104071-6245 Meetings & Conferences	ACH102519	10.49	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA	CREDIT - NRPA CONF	104071-6245	ACH102519	-89.00	SEPTEMBER 19		00012528	10/25/2019

City of Placentia
Electronic Disbursement Register
For 11/07/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V008741		Meetings & Conferences						
EP	BANK OF AMERICA V008741	NRPA CONF HOTEL - CUEVAS	104071-6245 Meetings & Conferences	ACH102519	828.15	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	SEPT TEEN CENTER SPOTIFY	104071-6299 Other Purchased Services	ACH102519	14.99	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	SEPT TEEN CENTER HULU	104071-6299 Other Purchased Services	ACH102519	44.99	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	FANS FOR BACKS BLDG	104071-6301 Special Department Supplies	ACH102519	159.30	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	MISC SUPPLIES	104071-6301 Special Department Supplies	ACH102519	30.90	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	PERSONAL USE - COST REIMBURSED	104071-6301 Special Department Supplies	ACH102519	69.05	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	ACH102519	30.39	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	TEEN CENTER SUPPLIES	104071-6301 Special Department Supplies	ACH102519	50.77	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	TABLES FOR BACKS & WHITTEN	104071-6301 Special Department Supplies	ACH102519	861.78	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	RIBBON CUTTING SUPPLIES	104071-6301 Special Department Supplies	ACH102519	28.58	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	REC MEETING SUPPLIES	104071-6301 Special Department Supplies	ACH102519	26.00	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	ACH102519	91.16	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	ACH102519	231.60	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	BEAN BAG CHAIR REPAIRS	104071-6301 Special Department Supplies	ACH102519	30.00	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA	SEPT VOLUNTEER MATCH SVS	104071-6301	ACH102519	9.95	SEPTEMBER 19		00012528	10/25/2019

City of Placentia
Electronic Disbursement Register
For 11/07/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V008741		Special Department Supplies						
EP	BANK OF AMERICA V008741	P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	ACH102519	248.45	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	ACH102519	32.60	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	ACH102519	144.57	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	HERITAGE EVENT SUPPLIES	104078-6301 Special Department Supplies	ACH102519	28.81	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	HERITAGE EVENT SUPPLIES	104078-6301 Special Department Supplies	ACH102519	278.99	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	HERITAGE EVENT SUPPLIES	104078-6301 Special Department Supplies	ACH102519	119.39	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	HERITAGE EVENT SUPPLIES	104078-6301 Special Department Supplies	ACH102519	119.50	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	HERITAGE EVENT SUPPLIES	104078-6301 Special Department Supplies	ACH102519	129.11	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	HERITAGE PARKING PASSES	104078-6301 Special Department Supplies	ACH102519	489.27	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	HERITAGE EVENT SUPPLIES	104078-6301 Special Department Supplies	ACH102519	170.88	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	HERITAGE EVENT SUPPLIES	104078-6301 Special Department Supplies	ACH102519	193.02	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	HERITAGE EVENT SUPPLIES	104078-6301 Special Department Supplies	ACH102519	49.05	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	HERITAGE EVENT SUPPLIES	104078-6301 Special Department Supplies	ACH102519	64.40	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	HERITAGE EVENT SUPPLIES	104078-6301 Special Department Supplies	ACH102519	95.66	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA	SR CENTER SUPPLIES	104079-6301	ACH102519	41.17	SEPTEMBER 19		00012528	10/25/2019

City of Placentia
Electronic Disbursement Register
For 11/07/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V008741		Special Department Supplies						
EP	BANK OF AMERICA V008741	SR CENTER RAFFLE PRIZES	104079-6301 Special Department Supplies	ACH102519	208.64	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	SR HEALTH FAIR SUPPLIES	104079-6301 Special Department Supplies	ACH102519	169.21	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	SR HEALTH FAIR SUPPLIES	104079-6301 Special Department Supplies	ACH102519	107.21	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	SR CENTER SUPPLIES	104079-6301 Special Department Supplies	ACH102519	32.58	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	SR CENTER SUPPLIES	104079-6301 Special Department Supplies	ACH102519	54.21	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	SR CENTER LUAU SUPPLIES	104079-6301 Special Department Supplies	ACH102519	283.34	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	SR CENTER SUPPLIES	104079-6301 Special Department Supplies	ACH102519	31.07	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	BROWN BAG MTG MEALS	109595-6301 Special Department Supplies	ACH102519	48.94	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	BROWN BAG MTG SUPPLIES	109595-6301 Special Department Supplies	ACH102519	75.00	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	BROWN BAG MTG MEALS	109595-6301 Special Department Supplies	ACH102519	399.11	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	MISC SUPPLIES	109595-6301 Special Department Supplies	ACH102519	44.40	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	SOTC WORKING LUNCH MEALS	109595-6301 Special Department Supplies	ACH102519	73.68	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	FACILITY SUPPLIES	109595-6301 Special Department Supplies	ACH102519	6.98	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	RETIREMENT PLAQUE	109595-6301 Special Department Supplies	ACH102519	48.55	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA	PUSH CART FOR CITY HALL	109595-6315	ACH102519	69.57	SEPTEMBER 19		00012528	10/25/2019

City of Placentia
Electronic Disbursement Register
For 11/07/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V008741		Office Supplies						
EP	BANK OF AMERICA V008741	CLEAN UP EVENT TRASH CANS	109595-6999 Other Expenditure	ACH102519	263.34	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	PD TRAINING HOTEL - GILLIS	213041-6250 Staff Training	ACH102519	796.20	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	CREDIT - SHIPPING CHARGES	503048-6301 Special Department Supplies	ACH102519	-225.31	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	FOLDING TABLES FOR CERT	503048-6301 Special Department Supplies	ACH102519	87.03	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	PROJECTOR FOR CERT	503048-6301 Special Department Supplies	ACH102519	437.71	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	PROPANE CYLINDER FOR CERT	503048-6301 Special Department Supplies	ACH102519	40.45	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	RADIOS FOR CERT	503048-6301 Special Department Supplies	ACH102519	457.98	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	PROJECTOR SCREEN FOR CERT	503048-6301 Special Department Supplies	ACH102519	122.24	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	SPINAL BACKBOARD FOR CERT	503048-6301 Special Department Supplies	ACH102519	533.67	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	TRIAGE SUPPLIES FOR CERT	503048-6301 Special Department Supplies	ACH102519	785.80	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	TRAUMA KITS FOR CERT	503048-6301 Special Department Supplies	ACH102519	237.91	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	BANDAGES FOR CERT	503048-6301 Special Department Supplies	ACH102519	79.90	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	TRAUMA KIT SUPPLIES FOR CERT	503048-6301 Special Department Supplies	ACH102519	86.90	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	SURGE PROTECTORS	503048-6301 Special Department Supplies	ACH102519	130.45	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA	OUTDOOR SHOWER	503048-6301	ACH102519	209.90	SEPTEMBER 19		00012528	10/25/2019

City of Placentia
Electronic Disbursement Register
For 11/07/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V008741		Special Department Supplies						
EP	BANK OF AMERICA V008741	IGLOO COOLERS	503048-6301 Special Department Supplies	ACH102519	434.96	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	DESK LAMPS	503048-6301 Special Department Supplies	ACH102519	442.50	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	BIOHAZARD WASTE BAGS	503048-6301 Special Department Supplies	ACH102519	84.95	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	STORAGE BINS	503048-6301 Special Department Supplies	ACH102519	130.48	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	PROPANE	503048-6301 Special Department Supplies	ACH102519	164.76	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	OFFICE CHAIRS	504077-6135 Repair/Maint Off Furn & Eqp	ACH102519	293.59	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	504077-6135 Repair/Maint Off Furn & Eqp	ACH102519	180.65	SEPTEMBER 19		00012528	10/25/2019
EP	BANK OF AMERICA V008741	PRODUCTION ROOM SPEAKERS	581573-6301 Special Department Supplies	ACH102519	35.14	SEPTEMBER 19		00012528	10/25/2019
				Check Total:	**31,575.76**				
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/5 PD 10/11	0010-2150 Survivor Benefit Package	ACH102319	109.71	101119		00012529	10/24/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/5 PD 10/11	0010-2195 PERS Uniform	ACH102319	17.84	101119		00012529	10/24/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/5 PD 10/11	0029-2140 Employee PERS W/H	ACH102319	725.52	101119		00012529	10/24/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/5 PD 10/11	0029-2150 Survivor Benefit Package	ACH102319	1.14	101119		00012529	10/24/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/5 PD 10/11	0029-2195 PERS Uniform	ACH102319	0.24	101119		00012529	10/24/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/5 PD 10/11	0037-2140 Employee PERS W/H	ACH102319	789.35	101119		00012529	10/24/2019

City of Placentia
Electronic Disbursement Register
For 11/07/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/5 PD 10/11	0037-2150 Survivor Benefit Package	ACH102319	1.06	101119		00012529	10/24/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/5 PD 10/11	0048-2140 Employee PERS W/H	ACH102319	2,377.21	101119		00012529	10/24/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/5 PD 10/11	0048-2150 Survivor Benefit Package	ACH102319	4.15	101119		00012529	10/24/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/5 PD 10/11	0010-2140 Employee PERS W/H	ACH102319	77,707.43	101119		00012529	10/24/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/5 PD 10/11	0048-2195 PERS Uniform	ACH102319	1.02	101119		00012529	10/24/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/5 PD 10/11	0076-2150 Survivor Benefit Package	ACH102319	0.08	101119		00012529	10/24/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/5 PD 10/11	0050-2140 Employee PERS W/H	ACH102319	8.84	101119		00012529	10/24/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/5 PD 10/11	0050-2150 Survivor Benefit Package	ACH102319	0.02	101119		00012529	10/24/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/5 PD 10/11	0054-2140 Employee PERS W/H	ACH102319	768.82	101119		00012529	10/24/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/5 PD 10/11	0054-2150 Survivor Benefit Package	ACH102319	0.65	101119		00012529	10/24/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/5 PD 10/11	0061-2140 Employee PERS W/H	ACH102319	1,116.61	101119		00012529	10/24/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/5 PD 10/11	0061-2150 Survivor Benefit Package	ACH102319	0.93	101119		00012529	10/24/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/5 PD 10/11	0061-2195 PERS Uniform	ACH102319	0.55	101119		00012529	10/24/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/5 PD 10/11	0062-2140 Employee PERS W/H	ACH102319	1,783.23	101119		00012529	10/24/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/5 PD 10/11	0062-2150 Survivor Benefit Package	ACH102319	2.79	101119		00012529	10/24/2019

City of Placentia
Electronic Disbursement Register
For 11/07/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/5 PD 10/11	0076-2140 Employee PERS W/H	ACH102319	32.66	101119		00012529	10/24/2019
				Check Total:	**85,449.85**				
EP	CALIFORNIA PUBLIC V006234	NOV MEDICAL INSURANCE	101512-6099 Professional Services	ACH110719	141.51	10000015837216		00012530	11/07/2019
EP	CALIFORNIA PUBLIC V006234	NOV MEDICAL INSURANCE	395083-5161 Health Insurance Premiums	ACH110719	14,940.87	10000015837216		00012530	11/07/2019
EP	CALIFORNIA PUBLIC V006234	NOV MEDICAL INSURANCE	101512-6099 Professional Services	ACH110719	158.91	10000015837216		00012530	11/07/2019
EP	CALIFORNIA PUBLIC V006234	NOV MEDICAL INSURANCE	395000-4715 ISF Health Ins Reimbursement	ACH110719	135,994.45	10000015837216		00012530	11/07/2019
				Check Total:	**151,235.74**				
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/19 PD 10/25	0010-2150 Survivor Benefit Package	ACH110719	102.83	102519		00012531	11/07/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/19 PD 10/25	0010-2195 PERS Uniform	ACH110719	17.84	102519		00012531	11/07/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/19 PD 10/25	0029-2140 Employee PERS W/H	ACH110719	677.17	102519		00012531	11/07/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/19 PD 10/25	0029-2150 Survivor Benefit Package	ACH110719	1.16	102519		00012531	11/07/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/19 PD 10/25	0029-2195 PERS Uniform	ACH110719	0.25	102519		00012531	11/07/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/19 PD 10/25	0037-2140 Employee PERS W/H	ACH110719	720.05	102519		00012531	11/07/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/19 PD 10/25	0037-2150 Survivor Benefit Package	ACH110719	1.07	102519		00012531	11/07/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/19 PD 10/25	0048-2140 Employee PERS W/H	ACH110719	2,346.75	102519		00012531	11/07/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/19 PD 10/25	0010-2140 Employee PERS W/H	ACH110719	74,252.14	102519		00012531	11/07/2019

City of Placentia
Electronic Disbursement Register
For 11/07/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/19 PD 10/25	0048-2150 Survivor Benefit Package	ACH110719	4.30	102519		00012531	11/07/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/19 PD 10/25	0062-2150 Survivor Benefit Package	ACH110719	2.47	102519		00012531	11/07/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/19 PD 10/25	0048-2195 PERS Uniform	ACH110719	1.01	102519		00012531	11/07/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/19 PD 10/25	0054-2140 Employee PERS W/H	ACH110719	692.60	102519		00012531	11/07/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/19 PD 10/25	0054-2150 Survivor Benefit Package	ACH110719	0.70	102519		00012531	11/07/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/19 PD 10/25	0061-2140 Employee PERS W/H	ACH110719	1,116.61	102519		00012531	11/07/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/19 PD 10/25	0061-2150 Survivor Benefit Package	ACH110719	0.93	102519		00012531	11/07/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/19 PD 10/25	0061-2195 PERS Uniform	ACH110719	0.55	102519		00012531	11/07/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/19 PD 10/25	0062-2140 Employee PERS W/H	ACH110719	1,852.97	102519		00012531	11/07/2019
				Check Total:	**81,791.40**				
EP	ADMINSURE V011303	OCT WORKERS COMP CLAIMS	404580-5165 Workers' Compensation Claims	ACH110619	28,760.16	10012019-103120		00012532	10/31/2019
				Check Total:	**28,760.16**				
				Type Total:	**467,925.04**				
				Check Total:	**467,925.04**				

Placentia City Council
AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: NOVEMBER 19, 2019

SUBJECT: **ACCEPTANCE OF SLOPE AND MAINTENANCE EASEMENTS AND RIGHT-OF-WAY GRANT DEEDS FROM THE ORANGE COUNTY TRANSPORTATION AUTHORITY FOR THE LAKEVIEW BOULEVARD GRADE SEPARATION PROJECT**

FISCAL IMPACT: There is no fiscal impact with the associated recommended actions.

SUMMARY:

The Orange County Transportation Authority (OCTA) was the lead agency overseeing the acquisition of right-of-way, design, and construction of five (5) grade separation projects in the City. Construction on the Lakeview Boulevard Grade Separation Project (the "Project") was completed in 2017. As outlined in the Cooperative Agreement with OCTA for this Project, OCTA acquired the necessary right-of-way, properties, and easements for the Project that the City would accept at the conclusion of the Project. This action includes acceptance of the last remaining easements and grant deeds for the Project as listed and described in the table below.

RECOMMENDATION:

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

1. Accept the Slope and Maintenance Easement and right-of-way Grant Deed from the Orange County Transportation Authority; and

2. Authorize the City Administrator to sign the Certificate of Acceptance for these Deeds on behalf of the City; and

3. Direct the City Clerk to record the Slope and Maintenance Easement and right-of-way Grant Deeds with the Orange County Clerk-Recorder's Office.

DISCUSSION:

The City and OCTA entered into a Cooperative Agreement in 2009 detailing each agency's responsibilities for delivering five (5) grade separation projects in the City. Prior to construction, the City was required to provide right-of-way access for parcels necessary to construct the Project.

The agreement provided for the construction of railroad grade separations on the BNSF Orangethorpe Railroad Corridor at Placentia Avenue, Kraemer Boulevard, Chapman Avenue, Rose/Tustin Drive, and Lakeview Boulevard. The agreement requires the City to accept any easements or properties acquired by OCTA for the purpose of constructing these grade separation projects in order to maintain those improvements post-construction. Construction of the Lakeview Avenue Grade Separation Project was completed in 2017 and the improvements within the City of Placentia have been accepted by the City. In accordance with the Cooperative Agreement, OCTA secured all right-of-way necessary for the construction of the Project and the City must now accept the conveyance of all of the properties and easements acquired for the Project. The Deeds being accepted by the City Council are associated with the last remaining parcel and this action concludes all easements and right-of-way deeds associated with the Lakeview Grade Separation project by OCTA.

Attached are two fully executed Deeds, including a Slope Maintenance Easement Deed and a right-of-way Grant Deed. The Deeds convey to the City, the last remaining right-of-way portion of a privately owned parcel and an easement for maintaining drainage on Veteran's way. These deeds are identified and described in more detail in the attached legal documents and exhibits.

Prepared by:

Masoud Sepahi, P.E.
City Engineer

Reviewed and approved:

Luis Estevez
Director of Public Works

Reviewed and approved:

Damien R. Arrula
City Administrator

Attachments:

1. Slope Maintenance Easement Deed
2. Right-of-way Grant Deed

APN NUMBER	PROJECT PARCEL NO
346-331-07	LAK-015-02
346-331-07	LAK-015-01

NO FEE DOCUMENT
Exempt per Government Code §6103 & §27383

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Placentia
401 East Chapman Avenue
Placentia, CA 92870
Attn: Engineering Division

The Above Space For Recorder's Use Only

Project Name: Lakeview Avenue Grade Separation Project
Address: 1936 Orangeview Avenue, Placentia CA
APN: 346-331-07
Project Parcel No.: LAK-015-02

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTIONS 6103 AND 27383 OF THE CALIFORNIA GOVERNMENT CODE.

SLOPE AND MAINTENANCE EASEMENT DEED

ORANGE COUNTY TRANSPORTATION AUTHORITY, a Public Agency ("Grantor"), which acquired title in the Final Order of Condemnation, recorded March 27, 2019 in the Official Records of the Orange County Recorder as Instrument No. 2019000097312, hereby grants to **CITY OF PLACENTIA, a public body corporate and politic** ("Grantee"), a slope and maintenance easement which allows Grantee and its employees, agents, representatives, and their contractors, the right to use the described property for a permanent, nonexclusive easement for the purpose of constructing thereon cut and/or fill slopes and appurtenant parts thereof incident to the construction of the Lakeview Avenue Grade Separation Project, as specifically identified in the attached legal description and plat map as Exhibits "A" and "B", respectively. Specifically, the Grantee has a right to construct, maintain, and adjust, as applicable, a slope, and includes the right of ingress/egress and appurtenances thereto, over and across, the subject real property.

Underlying fee owner shall allow Grantee access to the Easement area. Grantee will backfill to grade, with dirt, and apply hydroseeding in that portion of the Easement affected by its work.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors, and assigns.

Grantee is expressly granted the right to convey, transfer, or assign the easement rights described above to other public entities

Dated this 16th day of September 2019.

Orange County Transportation Authority, a Public Agency

By _____
James G. Beil,
Executive Director, Capital Programs

Approved as to Form:

By Cassie Trym, for
James M. Donich
General Counsel

ATTACHMENT 1

ACKNOWLEDGMENT

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 September 16, 2019 before me, ---- Nadia Lu Faelnar, notary public --
(insert name and title of the officer)

personally appeared ---------- James Gerard Beil ----------,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

NADIA LU FAELNAR
Commission # 2127229
Notary Public - California
Orange County
My Comm. Expires Sep 19, 2019

Signature _____ (Seal)

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed by the Slope and Maintenance Easement Deed dated _____, 2019 from ORANGE COUNTY TRANSPORTATION AUTHORITY, a Public Agency, to the **City of Placentia, a public body corporate and politic**, is hereby accepted by the undersigned officer on behalf of the City of Placentia pursuant to the authority conferred by that Agreement of Conveyance of Property, adopted by motion of the Placentia City Council, and hereby consents to recordation thereof.

CITY OF PLACENTIA

BY: _____

DATED: _____

ATTACHMENT 1

EXHIBIT "A"

ATTACHMENT 1

EXHIBIT 'A'

LEGAL DESCRIPTION

APN 346-331-07

LAK-015-02 (Slope and Maintenance Easement)

Being a portion of Lot 4 in Block 36 of the Yorba Linda Tract, in the County of Orange, State of California, as shown on map recorded in Book 5, Pages 17 and 18, inclusive of Miscellaneous Maps, in the Office of the County Recorder of said County, more particularly described as follows:

BEGINNING at the southwest corner of said Lot 4; thence along the westerly line of said Lot 4 North 00°30'41" East 248.77 feet to a point on the northerly line of the southerly 248.77 feet of said Lot 4; thence along said northerly line South 89°27'18" East 253.91 feet to a point on the easterly line of that certain land conveyed to Biblano De Los Reyes as described in Deed recorded March 31, 1931 in Book 465, Page 463 of Official Records of said county; thence along said easterly line North 00°30'41" East 56.47 feet to the TRUE POINT OF BEGINNING; thence continuing on said easterly line North 00°30'41" East 23.73 feet to the beginning of a non-tangent curve concave northeasterly having a radius of 2886.00 feet, a radial line to said curve bears South 14°46'41" West; thence northwesterly along said curve through a central angle of 01°27'22" a distance of 73.34 feet; thence North 73°45'57" West 54.13 feet to the beginning of a curve concave northerly having a radius of 31.00 feet; thence westerly along said curve through a central angle of 15°27'18" a distance of 8.36 feet to the easterly line of that certain land conveyed to Vicente De Los Reyes as described in Deed recorded March 31, 1931 in said county; thence along said easterly line South 00°30'41" West 25.04 feet to the beginning of a non-tangent curve concave northeasterly having a radius of 54.00 feet; a radial line to said curve bears South 17°48'02" West; thence leaving said easterly line and southeasterly along said curve through a central angle of 01°33'59" a distance of 1.48 feet; thence

EXHIBIT C

South 73°45'57" East 54.13 feet to the beginning of a curve concave northeasterly having a radius of 2999.00 feet; thence southeasterly along said curve through a central angle of 01°54'17" a distance of 99.78 feet to the TRUE POINT OF BEGINNING.

Containing 3,318 square feet (0.07 acres), more or less.

Bearings and distances shown hereon are based on the California Coordinate System of 1983, Zone 6. Multiply distances shown by 0.99999084 to obtain ground distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.



Kari J. Launer
L.S. No. 3679
Expiration Date: 9/30/2013

APRIL 17, 2012
Date

EXHIBIT C

EXHIBIT "B"

ATTACHMENT 1

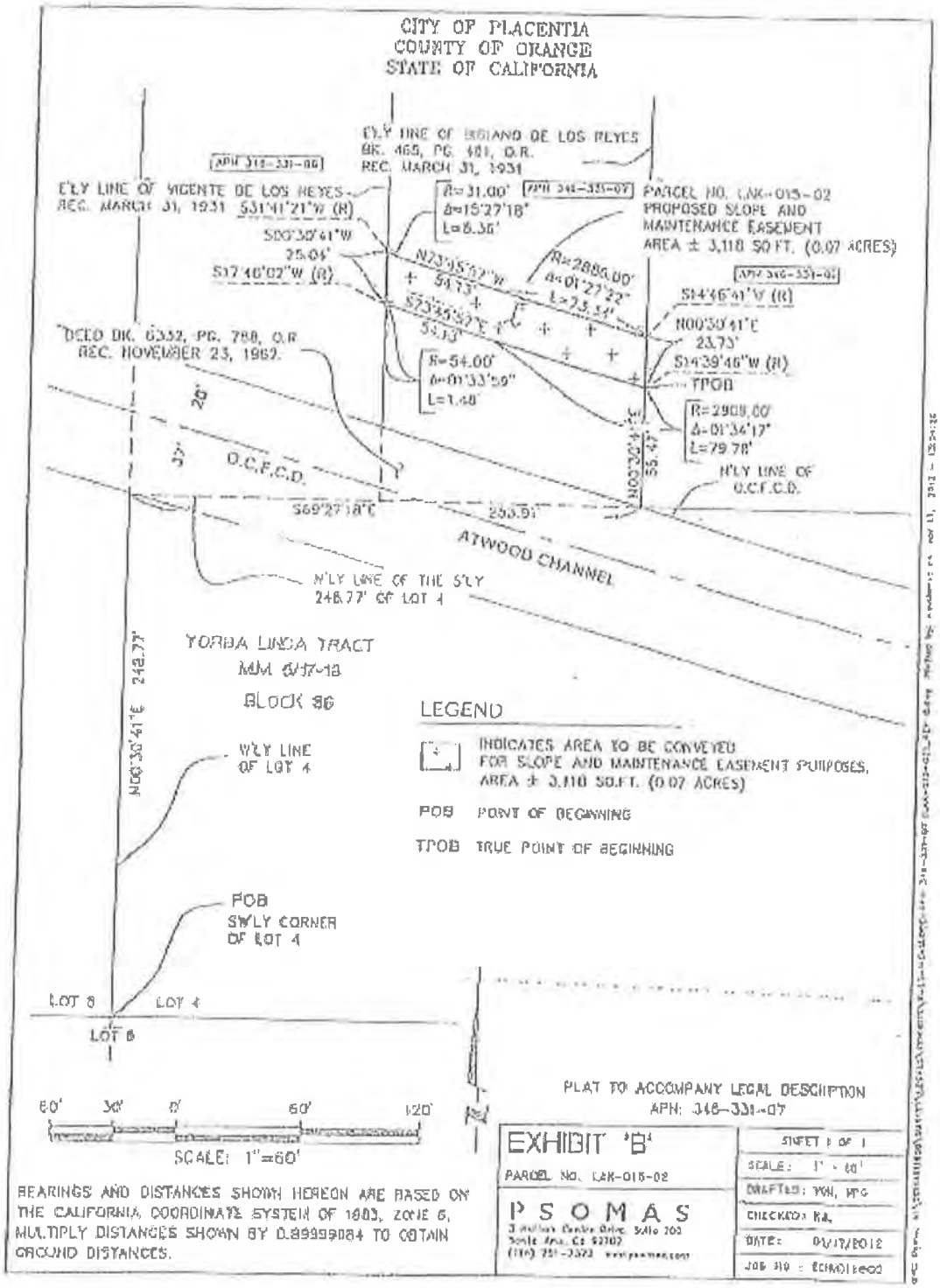


EXHIBIT D

1392570.1

ATTACHMENT 1

NO FEE DOCUMENT
Exempt per Government Code §6103 & §27383

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Placentia
401 East Chapman Avenue
Placentia, CA 92870
Attn: Engineering Division

The Above Space For Recorder's Use Only

Project Name: Lakeview Avenue Grade Separation Project
Address: 1936 Orangeview Avenue, Placentia, CA 92870
APN: 346-331-07
Project Parcel No.: LAK-015-01

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTIONS 6103 AND 27383 OF THE CALIFORNIA GOVERNMENT CODE.

GRANT DEED

ORANGE COUNTY TRANSPORTATION AUTHORITY, a Public Agency ("Grantor"), which acquired title in the Final Order of Condemnation, recorded March 27, 2019 in the Official Records of the Orange County Recorder as Instrument No. 2019000097312, hereby grants to **CITY OF PLACENTIA, a public body corporate and politic** ("Grantee"), all that real property situated in the City of Placentia, County of Orange, State of California, described as follows:

See Exhibit "A", legal description, and Exhibit B, plat to accompany legal description, attached hereto and made a part hereof

Dated this 16th day of September 2019.

Orange County Transportation Authority, a Public Agency

By _____
James G. Beil,
Executive Director, Capital Programs

Approved as to Form:

By Cassie Trym, for
James M. Donich
General Counsel

ACKNOWLEDGMENT

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 September 16, 2019 before me, ---- Nadia Lu Faelnar, notary public --
(insert name and title of the officer)

personally appeared ---------- James Gerard Beil ----------,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

NADIA LU FAELNAR
Commission # 2127229
Notary Public - California
Orange County
My Comm. Expires Sep 19, 2019

Signature _____ (Seal)

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed by the Grant Deed dated _____, 2019 from ORANGE COUNTY TRANSPORTATION AUTHORITY, a Public Agency, to the **City of Placentia, a public body corporate and politic**, is hereby accepted by the undersigned officer on behalf of the City of Placentia pursuant to the authority conferred by that Agreement of Conveyance of Property, adopted by motion of the Placentia City Council, and hereby consents to recordation thereof.

CITY OF PLACENTIA

BY: _____

DATED: _____

EXHIBIT 'A'

LEGAL DESCRIPTION

APN 346-331-07

LAK-015-01 (Fee)

Being a portion of Lot 4 in Block 36 of the Yorba Linda Tract, in the County of Orange, State of California, as shown on map recorded in Book 5, Pages 17 and 18, inclusive of Miscellaneous Maps, in the Office of the County Recorder of said County, more particularly described as follows:

BEGINNING at the southwest corner of said Lot 4; thence along the westerly line of said Lot 4 North 00°30'41" East 248.77 feet to a point on the northerly line of the southerly 248.77 feet of said Lot 4; thence along said northerly line South 89°27'18" East 253.07 feet to a point on the northerly line of the Orange County Flood Control District (Atwood Channel) as described in Grant Deed recorded November 23, 1962 in Book 6332, Page 788 of Official Records of said county, said point also being the TRUE POINT OF BEGINNING; thence continuing the along said northerly line of the southerly 248.77 feet of Lot 4 South 89°27'18" East 0.84 feet to a point on the easterly line of that certain land conveyed to Bibiano De Los Reyes as described in Deed recorded March 31, 1931 in Book 465, Page 461 of Official Records of said county, said line also being parallel to the westerly line of said Lot 4; thence northerly along said easterly and parallel line North 00°30'41" East 56.47 feet to the beginning of a non-tangent curve concave northeasterly having a radius of 2909.00 feet; a radial line to said curve bears South 14°39'47" West; thence leaving said easterly and parallel line northwesterly along said curve through a central angle of 01°34'17" a distance of 79.78 feet; thence North 73°45'57" West 54.13 feet to the beginning of a curve concave northerly having a radius of 54.00 feet; thence northwesterly along said curve through a central angle of 01°33'59" a distance of 1.48 feet to a point on the easterly line of that certain land conveyed to Vicente De Los Reyes as described in Deed recorded March 31, 1931;

EXHIBIT A

thence along said easterly line South 00°30'41" West 86.93 feet to a point on the northerly line of said Orange County Flood Control District (Attwood Channel); thence along said northerly line South 74°19'03" East 134.44 feet to the TRUE POINT OF BEGINNING.

Containing 7,373 square feet (0.17 acres), more or less.

Bearings and distances shown hereon are based on the California Coordinate System of 1983, Zone 6. Multiply distances shown by 0.99999084 to obtain ground distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Kari J. Lathen
L.S. No. 5679
Expiration Date: 9/30/2011

March 31, 2011
Date

PROFESSIONAL LAND SURVEYOR
KARI J. LATHEN
No. 5679
Exp. 9/30/11
STATE OF CALIFORNIA

EXHIBIT A
5

ATTACHMENT 2

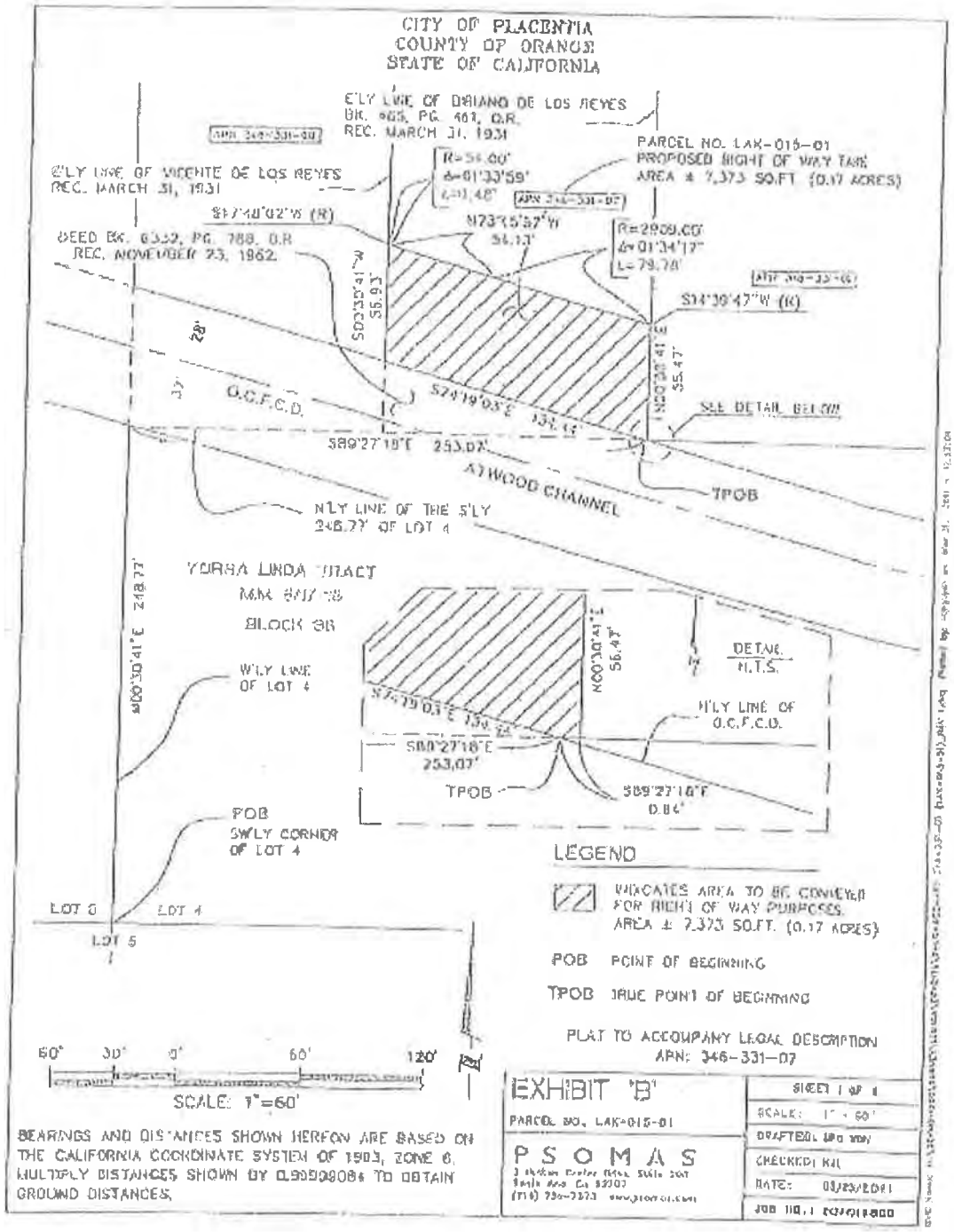

CITY OF PLACENTIA
COUNTY OF ORANGE
STATE OF CALIFORNIA
E'LY LINE OF RANCHO DE LOS REYES
BK. 665, PG. 461, O.R.
REC. MARCH 31, 1931
APN 346-331-08
PARCEL NO. LAK-015-01
PROPOSED RIGHT OF WAY TAKE
AREA ± 7,373 SQ.FT. (0.17 ACRES)
R=56.00'
Δ=61°33'59"
L=60.18'
APN 346-331-07
E'LY LINE OF VICENTE DE LOS REYES
REC. MARCH 31, 1931
S61°48'02"W (R)
N73°15'57"W
56.13'
R=2909.00'
Δ=01°34'17"
L=79.78'
APN 346-331-06
DEED BK. 6332, PG. 788, O.R.
REC. NOVEMBER 23, 1962
S03°35'41"W
56.93'
S14°39'47"W (R)
N00°30'41"W
55.47'
28'
33'
O.C.F.C.D.
S74°19'03"E 133.13'
SEE DETAIL BELOW
S89°27'18"E 253.07'
ATWOOD CHANNEL
TPOB
N'LY LINE OF THE S'LY
248.77' OF LOT 4
YORBA LINDA TRACT
M.M. 8/17-18
BLOCK 38
S00°30'41"E 248.77'
W'LY LINE
OF LOT 4
N00°30'41"W
56.47'
DETAIL
N.T.S.
S74°19'03"E 133.13'
E'LY LINE OF
O.C.F.C.D.
S89°27'18"E
253.07'
TPOB
S89°27'18"E
0.84'
POB
SW'LY CORNER
OF LOT 4
LOT 6
LOT 4
LOT 5
LEGEND
INDICATES AREA TO BE CONVEYED
FOR RIGHT OF WAY PURPOSES.
AREA ± 7,373 SQ.FT. (0.17 ACRES)
POB POINT OF BEGINNING
TPOB TRUE POINT OF BEGINNING
PLAT TO ACCOMPANY LEGAL DESCRIPTION
APN: 346-331-07
60' 30' 0' 60' 120'
SCALE: 1"=60'
BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON
THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6.
MULTIPLY DISTANCES SHOWN BY 0.99998086 TO OBTAIN
GROUND DISTANCES.
EXHIBIT "B"
PARCEL NO. LAK-015-01
P S O M A S
SHEET 1 OF 1
SCALE: 1" = 60'
DRAFTED: JPO MAY
CHECKED: KAL
DATE: 03/23/2021
JOB NO.: 20191800

EXHIBIT B

Placentia City Council
AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: NOVEMBER 19, 2019

SUBJECT: **AUTHORIZATION OF PAYMENT TO SIEMENS INDUSTRY, INC. FOR TRAFFIC SIGNAL CABINET REPLACEMENT**

FISCAL IMPACT:		
	EXPENSE: $27,950	FY 18-19 OPERATING BUDGET
	BUDGETED: $27,950	FY 18-19 OPERATING BUDGET (103652-6099)

SUMMARY:

From 2012 to 2019, the City contracted with Siemens Industry, Inc. ("Siemens") to provide preventative maintenance services as well as extraordinary repairs and emergency response for the City's traffic signal system. Under this agreement, Siemens performed various extraordinary repairs including replacement of the traffic signal cabinet at the intersection of Kraemer Boulevard and Madison Avenue as the result of a traffic collision incident in 2017. Staff is requesting the City Council authorize payment to Siemens for this extraordinary repair completed under the existing Agreement between the City and Siemens for traffic signal maintenance services effective August 21, 2012 and expired on August 20, 2018.

RECOMMENDATION:

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

1. Authorize the payment to Siemens, Inc. for traffic signal repair services in an amount not to exceed $27,950; and

2. Authorize the City Administrator or his designee to approve the invoice with Siemens.

DISCUSSION:

The City operates and maintains sixty-three (63) signalized intersections including additional traffic signal equipment used in connection with Railroad Quiet Zone Supplemental Safety Measures, traffic signal synchronization projects, and battery backup systems. The City utilizes a single contractor to provide preventative maintenance services as well as extraordinary repairs and emergency response for the City's traffic signal system. The contract scope of work for these services includes monthly, quarterly, bi-annual, and annual preventative maintenance services to

maintain traffic signal equipment, intersection safety lights, flashing beacons, and speed feedback signs. The scope of work also consists of extraordinary repairs as well as 24-hour emergency response. Emergency repair or response includes unanticipated extraordinary repairs that are necessary and are compensated on a time and materials basis.

On October 26, 2017, a vehicle crashed into the traffic signal cabinet at the intersection of Kraemer Boulevard and Madison Avenue. The collision impact damaged the traffic signal cabinet beyond repair and sheared it from its concrete foundation. When this incident occurred, Siemens responded to the emergency call-out and installed a temporary cabinet until a new cabinet and foundation could be installed. In December 2017, Siemens installed the new traffic signal cabinet and foundation to restore the intersection to full operational mode.

The City received the invoice for this emergency repair in June 2018 and submitted an insurance claim for the total repair and replacement costs of the damaged cabinet. In September 2018, the City received reimbursement for a portion of the total repair and replacement costs. This resulted in a delay in processing payment since the work was performed in Fiscal Year (FY) 17-18 and the expenditure was not appropriated in the FY 2018-19 Operating Budget due to Staff's assumption the City would receive full reimbursement for these unanticipated costs. Additional funds were allocated as part of the FY 2018-19 Mid-Year Budget Amendment to cover these unanticipated costs, however, the invoice was misplaced during processing and Siemens did not inquire with the City on the status of the unpaid invoice until many months afterwards.

The Public Works Department reviewed the matter with the Finance Department, which recommended that City Council authorize payment in the amount of $27,950 for the work completed in December 2017. As part of its review of financial controls and contracting processes, Staff has implemented new procedures to effectively track and ensure timely payment of all invoices. Staff is requesting that the City Council approve the payment of this invoice since it exceeds the City Administrator's administrative approval limit by $2,950 and the contract with Siemens has since expired.

FISCAL IMPACT:

The recommended action will approve a payment to Siemens Industry, Inc. in the amount of $27,950 for Invoice No. 5610121707. As part of the year-end process, this invoice was charged to the FY 2018-19 Operating Budget, which was amended to include this expense.

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

Attachment:

Invoice No. 5610121707 from Siemens Industry, Inc.

SIEMENS

Invoice

Cust PO No	Cust PO Date	Quotation No	Invoice No	Date
Signed Proposal	12/11/2017		5610121707	06/19/2018
Sales Order No	**Sales Ord Date**	**Lock Box No**	**Customer No**	
3006913555	12/11/2017	3283	30432830	Page 1 of 1

Bill To:	Sold To:	Ship To:
CITY OF PLACENTIA 401 E CHAPMAN AVE PLACENTIA CA 92870	CITY OF PLACENTIA 401 E CHAPMAN AVE PLACENTIA CA 92870	CITY OF PLACENTIA 401 E CHAPMAN AVE PLACENTIA CA 92870

Remit check payments to:	Remit Incoming Wires To:	Remit Incoming ACH's To:
SIEMENS MOBILITY, INC. PO Box 3283 CAROL STREAM IL 60132	Citibank New York 111 Wall Street New York, New York 10043 USA ABA# 021000089 Swift: CITIUS33 Account: 30847747 Send Remittance Instructions to: IUSMobilityarequest.Industry@siemens.com	Siemens Mobility, Inc. / Lockbox #3283 C/o Citibank Lockbox Operations 8430 W. Bryn Mawr Avenue, 3rd Floor Chicago, IL 60631 Account: 30847747 ABA# 021000089

Delivery#: Ship Date:

INCO Terms: Free on board
ORIGIN

Line Item	Material Number/Description	U/M	Invoice Qty	Unit Price	Total Price
100	TYZ:RCM_MFX_INTRSC LUMP SUM AS PER QUOTED PRICE APPROVED BY RUSTY BEARDSLY REPLACEMENT OF ECONOLITE P44 CABINET & FOUNDATION AT THE INTERSECTION OF KRAEMER / MADISON PLACED TRAFFIC CONTROL, SHUT DOWN INTERSECTION & REMOVE EXISTING SIEMENS SPARE CABINET. BREAKDOWN EXISTING FOUNDATION, FORM AND POUR A NEW 18" RAISED P44 CABINET FOUNDATION IN SAME LOCATION. FURNISHED AND INSTALLED NEW ECONOLITE TS2-1 PNG P44 HORIZ CABINET ON NEW FOUNDATION AND REPULLED EXISTING WIRING BACK INTO NEW CABINET. INSTALLED EXISTING ASC3 CONTROLLER AND VIDEO DETECTION EQUIPMENT AND RESET INTERSECTION BACK TO NORMAL OPERATION.	PC	1		27,950.00

City of Placentia
Public Works Dept.
RECEIVED ON
AUG 29 2019
Approved By:
Approved On: 8/29/19

Total Wt.: 0 KG **Currency: USD** **Invoice Total:** 27,950.00

Payment Terms: Net Due 30 Days Net Due By: 07/19/2018

"These items are controlled by the U.S. Government (when labeled with "ECCN" unequal "N") and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred or otherwise disposed of to any other country or to any person other than the authorized ultimate consignee or end user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. Government or as otherwise authorized by U.S. law and regulations. Items labeled with "AL" unequal "N" are subject to European national export authorization. Items without label, with label "AL:N" / "ECCN:N" or label "AL:9X9999" / "ECCN: 9X9999" may require authorization from responsible authorities depending on the final end-use, or the destination."

"We hereby certify that these goods were produced in compliance with all the applicable requirements of Section 6, 7, and 12 of the Fair Labor Standards Act, as amended, and regulations and orders of the United States Department of Labor issued under Section 14, thereof."

ATTACHMENT 1

Placentia City Council
AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: NOVEMBER 19, 2019

SUBJECT: **PURCHASE OF A STAKE BED DUMP TRUCK FROM FAIRWAY FORD FLEET**

FISCAL IMPACT: EXPENSE: NOT TO EXCEED $47,423.33 MEASURE U FUNDS
BUDGETED: $47,500.00 FY 2019-2020 MEASURE U FUNDS (798001-6842) (INCLUDING BUDGET TRANSFER)

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, and electric vehicles, as well as concrete grinders, field groomers, and trailers (collectively, the "Fleet"). Most of the Fleet is utilized by the Police and Public Works Departments. A fleet condition analysis was conducted in January 2019, and it was determined that the average age of the City's Fleet is 10 years with the average Public Works vehicle aged at 16 years of service. Based upon this analysis and due to the cost of maintenance, reliability, and deteriorated condition of the 1989 Public Works stake bed dump truck, Staff is recommending the replacement of this truck. The proposed action will approve the purchase of a new stake bed dump truck utilizing Measure U funds appropriated in the Fiscal Year 2019-2020 Capital Improvement Program (CIP) Budget.

RECOMMENDATION:

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

1. Authorize the City Administrator to approve a purchase order for a new Public Works stake bed dump truck from Fairway Ford Fleet in the amount of $47,423.33; and

2. Authorize the City Administrator to execute the necessary documents to complete the sale.

DISCUSSION:

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, and electric vehicles, as well as concrete grinders, field groomers, and trailers (collectively, the "Fleet"). Most of the Fleet is utilized by the Police and Public Works Departments. A fleet condition analysis was conducted in January 2019 by Public Works Staff in order to assess

the overall condition of the City's vehicles and equipment and to update the replacement schedule with recommended fleet purchases to be included in the Fiscal Year 2019-20 CIP funded by Measure U. The stake bed truck proposed for replacement is assigned to Public Works and is utilized in several different applications while providing routine maintenance services for the community. The existing stake bed truck was put into service in 1989 and has far exceeded its useful service life. The truck is no longer reliable for day to day use and is costly to keep in service in terms of fuel efficiency and maintenance effort. As such, Measure U Funds to replace this vehicle have been budgeted in the FY 2019-20 CIP Budget. Staff proposes to purchase a replacement from Fairway Ford Fleet ("Fairway") located in Placentia.

Staff obtained a bid from Fairway and compared it to the State's purchasing contract for this type of vehicle. State purchasing contracts provide competitive bid pricing to local governments without having to go through a separate procurement process. The City's Municipal Code allows the City to "piggy back" on these types of public agency agreements as well. In evaluating Fairway's total bid price, Staff determined that by applying the Local Business Preference Program criteria, the State Bid Quote listed at $ 52,887.48. Essentially, this program provides a five percent (5%) price advantage (up to $25,000) to local businesses in determining the lowest bid received. In other words, the City can reduce the total price of a bid submitted by a Placentia business by five percent (5%) in a competitive bid process, with a maximum reduction of $25,000 to determine the lowest bid received. This consideration encourages local business growth and supports local economy within the community.

Staff analyzed the bid pricing provided in the State's purchasing contract and determined that the pricing provided was only for the truck cab and chassis. It did not include the rear stake bed and dump hoist. The list price for the truck cab and chassis amounts to $37,575. The City would then have additional purchase and installation costs associated with purchasing the stake bed and dump hoist. Staff obtained a quote for that additional equipment which totaled $15,312.48. When combined with the base price of the truck cab and chassis, the total cost of the stake bed truck if purchased through the State purchasing contract and using a second vendor for the additional equipment amounts to $52,887.48. The total cost of the same truck and equipment purchased as a complete unit with no additional up-fitting through Fairway amounts to $47,423.33. Accordingly, staff recommends purchasing the stake bed truck through Fairway Ford.

Business	Bid Pricing
Fairway Ford Fleet (complete unit)	$47,423.33
State Bid List (cab/chassis and dump bed separate purchases)	$52,887.48

FISCAL IMPACT:

A total of $85,000 in Measure U Funds was budgeted in the FY 2019-20 CIP Budget for the purchase of a new forklift and stake bed truck for the Public Works Department. The new forklift has been purchased under budget, within the City Administrator's administrative approval limit and put into service. A portion of the savings from the Forklift purchase will be transferred to the Stake Bed Truck line item. The budget transfer amount is $12,500 from account number 798002-6185 to 798001-6842. The total cost to replace the stake bed truck is $47,423.33, and with the proposed budget transfer sufficient funds exist for the recommended actions.

Prepared by:

Joel Cardenas
Public Works Superintendent

Reviewed and approved by:

Luis Estevez
Director of Public Works

Reviewed and approved by:

Kim Krause
Director of Finance

Reviewed and approved by:

Damien R. Arrula
City Administrator

Attachment:
Fairway Ford Fleet Quote

FAIRWAY Ford

1350 Yorba Linda Boulevard • Placentia • California • 92870
Tel: 714/ 579-3800 • Fax: 714/ 996-5610

DATE OCTOBER 30, 2019

CITY OF PLACENTIA
401 E. CHAPMAN AVE
PLACENTIA. CA 92870

BID FOR 2020 F-350

YEAR	2020
MAKE	FORD
MODEL	F-350 Stake Bed Dump
BODY:	
12` Stakebed Dump	
Back-up Alarm	
Smooth Steel Floor	
Cab High Solid Gates	
Rear Gates-Swing Away	
Beacon Light	
4 Corner Strobe	

BID PRICE	**$43,598.00**
SALES TAX (8.75%)	**$3,814.83**
TIRE FEE	**$10.50**
TOTAL AMOUNT DUE	**$47,423.33**

OPTIONS NOT INCLUDED
Hitch and Plug--$790.00 plus tax
60" underbed boxes--$790.00 plus tax
Please advise if either of these are options that will be added,

If you should have any questions regarding this bid quote please contact Trina Maurer-Fleet Manager

Placentia City Council
AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: INTERIM DIRECTOR OF COMMUNITY SERVICES

DATE: NOVEMBER 19, 2019

SUBJECT: **RESOLUTION AUTHORIZING TEMPORARY SUSPENSION OF REGULATORY ORDINANCE SECTION 10.28.010 TO FACILITATE THE PLACENTIA FOUNDERS SOCIETY'S TWO (2) SPECIAL EVENTS SCHEDULED FOR THURSDAY, DECEMBER 5, 2019 AND SUNDAY, DECEMBER 8, 2019**

FISCAL IMPACT: NONE

SUMMARY:

The Placentia Founders Society ("Founders") is a local 501(C)3 nonprofit organization that supports the preservation and promotion of the historic Bradford House. Periodically, the Founders host "members only" events at the Bradford House to raise funds towards maintaining the facility and to thank the members for their contributions throughout the year. This action approves a resolution which temporarily suspends §10.28.010 of the Placentia Municipal Code (PMC) to facilitate the Founders' two (2) special events.

RECOMMENDATION:

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

> Adopt Resolution No. 2019-XX, A Resolution of the City Council of the City of Placentia, California, authorizing the temporary suspension of regulatory Ordinance Section 10.28.010 of the Placentia Municipal Code to facilitate the Placentia Founders Society's two (2) special events scheduled for December 5 and December 8, 2019.

DISCUSSION:

The Founders host events periodically at the historic Bradford House located at 136 E. Palm Drive, Placentia. The Founders typically request a waiver of the "No Alcohol" policy from the City prior to each event. It has been suggested that the Founders make an annual request to City Council to include all events in one year that would include wine served along with food at each event. This request is for special events scheduled for December 5, 2019 and December 8, 2019.

In order to serve wine at the events, Section 10.28.010 of the PMC, which prohibits the consumption of alcohol on public property, will need to be temporarily suspended by the City Council during each of these events.

Prepared by:

Karen Crocker
Interim Director of Community Services

Reviewed and approved:

Damien R. Arrula
City Administrator

Attachments:

1. Correspondence from Placentia Founder's Society
2. Resolution R-2019-XX – Waiver for Founder's Society Special Events



THE BRADFORD HOUSE

PLACENTIA FOUNDERS SOCIETY
136 Palm Circle
Placentia CA 92870
714-993-2470

September 5, 2019

Placentia City Council
401 E. Chapman Ave.
Placentia, CA 92870

Dear Sir and Madam,

The Placentia Founders Society is requesting a waiver of the "no alcohol" policy for two events at the Bradford House, 136 Palm Circle, Placentia. At each of these events, wine will be served to our members along with food being served by a PFS Board member.

Our annual Holiday Party will be held on December 8,2019 from 4:30 to 7:00 pm. On Thursday, December 5, 2019, the Placentia Founders Society will host a Placentia Chamber of Commerce Mixer from 5:00 to 7:00 pm.

We appreciate your continued support of the Placentia Founders Society and the Bradford House and we look forward to your approval. Please call me at 714 993-2979 if additional information is needed.

Sincerely,

Judie Dee, President
Placentia Founders Society

RESOLUTION NO. R-2019-62

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, AUTHORIZING THE TEMPORARY SUSPENSION OF REGULATORY ORDINANCE SECTION 10.28.010 OF THE PLACENTIA MUNICIPAL CODE TO FACILITATE THE PLACENTIA FOUNDERS SOCIETY'S TWO (2) SPECIAL EVENTS SCHEDULED FOR DECEMBER 5 AND DECEMBER 8, 2019

A. Recitals.

(i). The City of Placentia adopted Ordinance No.0-2008-10 which amended Title 1 of the Placentia Municipal Code by adding Chapter 1.14 allowing the City Council the discretion to temporarily suspend specific ordinances during special events when it has been determined that the public welfare and interest will be served by such suspension; and

(ii). The City Council finds that certain events of public interest may benefit the City, including recognition of historical landmarks and community volunteers, by generating favorable publicity, and by enhancing a marketable image for the City.

(iii). All legal prerequisites to the adoption of this Resolution have occurred.

B. Resolution.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Placentia does hereby declare that:

1. In all respects as set forth in the Recitals, Part A., of this Resolution.

2. The City temporarily suspends Placentia Municipal Code § 10.28.010 relative to the controlled use of alcohol in a public place during the Placentia Founders Society special events at the Bradford House on Thursday, December 5, 2019 from 5:00 p.m. to 7:00 p.m., and Sunday, December 8, 2019 from 4:30 p.m. to 7:00 p.m., and

3. The specified section of the Placentia Municipal Code (Section 10.28.010) shall remain in full force and effect throughout the remainder of the City.

PASSED, APPROVED and ADOPTED this 19th day of November 2019.

Rhonda Shader, Mayor

ATTEST:

Robert C. McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert C. McKinnell, 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 19th day of November 2019 by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

Robert C. McKinnell, 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 DEVELOPMENT SERVICES

DATE: NOVEMBER 19, 2019

SUBJECT: **TENTATIVE TRACT MAP (TTM) NO. 19014: A PROPOSED TRACT MAP TO SUBDIVIDE AN APPROXIMATELY 1.30-ACRE, UNIMPROVED LOT WITH 26 RESIDENTIAL TOWNHOME CONDOMINIUM UNITS LOCATED ALONG THE NORTH SIDE OF GOLDEN AVENUE, WEST OF IMPERIAL HIGHWAY WITHIN THE HIGH DENSITY RESIDENTIAL (R-3) ZONING DISTRICT**

FISCAL IMPACT: REVENUE: $304,486 DEVELOPMENT IMPACT FEES

SUMMARY:

Tentative Tract Map 19014 is an application to subdivide an approximately 1.3-acre unimproved, vacant lot with 26 residential townhome condominium units located at the north side of Golden Avenue, west of Imperial Highway (collectively, "TTM"). At the Planning Commission ("Commission") meeting held November 12, 2019, the Commission voted 5-0-1 to recommend approval of TTM 19014 to the City Council. In accordance with Placentia Municipal Code (PMC) Sections 22.72.060 and 22.72.070, the Commission hereby submits a report of its findings and recommends approval of TTM 19014 to the City Council.

RECOMMENDATION:

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

> Adopt Resolution No. R-2019-XX, A Resolution of the City Council of the City of Placentia, California approving Tentative Tract Map (TTM) 19014 for the subdivision of 26 residential townhome units for condominium purposes on a 1.3-acre unimproved, vacant lot located within the High Density Residential (R-3) Zoning District and sited on property at the north side of Golden Avenue, west of Imperial Highway.

BACKGROUND:

PMC Section 22.72.010(a) requires a tract map for all subdivisions of five (5) or more parcels and PMC Section 22.72.060(c) requires that the Commission recommend conditional approval or denial of the subdivision map to the City Council. At the Commission meeting held November 12, 2019, the Commission voted 5-0-1 (Keller absent), to recommend approval of TTM 19014 to the

City Council. At that same meeting, the Commission reviewed and approved Development Plan Review (DPR) No. 2019-02 and Use Permit (UP) No. 2019-03 to permit the development of an unimproved, approximately 1.3-gross acre lot for the construction of six (6), three-story, multi-family buildings consisting of 26 residential townhome units and associated hardscape and landscape improvements. In accordance with PMC Sections 23.75.010 and 23.87.040, DPR 2019-02 and UP 2019-03 do not require City Council approval and therefore are not part of the request. However, pursuant to PMC Section 22.72.070, City Council approval is necessary for TTMs.

DISCUSSION:

Subject Site and Surrounding Land Uses

The table below illustrates the site and existing land uses surrounding the site, General Plan land use designation, and zoning designation:

Location	Existing Land Use	Land Use Element General Plan Designation	Zoning Map Designation
Existing	Unimproved Vacant Land	High Density Residential	High Density Residential (R-3)
Proposed	Attached, Single-Family Residential	High Density Residential	R-3
North	Multi-Family Residential	High Density Residential	R-3
South (across Golden Avenue)	Single-Family Residential	City of Yorba Linda	City of Yorba Linda
East	Multi-Family Residential	High Density Residential	R-3
West (across Carbon Canyon Creek Channel)	Single-Family Residential	Single-Family Residential	Single-Family Residential (R-1)

Applicable Code Section – Placentia Municipal Code

The subject property is currently zoned R-3. The project will be required to comply with the development standards and use requirements set forth in the PMC for projects within the R-3 Zoning District. Pursuant to PMC Section 22.72.057, subdivisions consisting of five or more parcels shall require Planning Commission review at a noticed public hearing, to review and solicit a recommendation for final action on the proposed TTM by the City of Placentia City Council.

Lot Standards

Title 22 (Subdivisions) of the PMC sets forth development standards defining the minimum lot width, lot depth, and lot area for all parcels in all zoning districts to bring about orderly development throughout the City. The R-3 district standards requires a minimum area of 8,000 square feet for all interior lots with a minimum frontage width of 80 feet. The proposed lots exceed the minimum requirements with a lot area of 56,582 square feet and a minimum lot width at approximately 208 linear feet. Overall, the proposed subdivision will not modify the size and configuration of the lot,

will maintain compliance with the minimum requirements of the PMC, and will be compatible with existing lots within the surrounding area.

ENVIRONMENTAL:

The proposed application was reviewed by Staff in accordance with the requirements of the California Environmental Quality Act (CEQA); Public Resources Code §§ 21000 *et esq.*; the State CEQA Guidelines, 14 C.C.R. §§ 15000 *et esq.*; and the Environmental Guidelines of the City of Placentia. Staff recommends that the City Council exercise its independent judgement and find that TTM 19014 is exempt from CEQA pursuant to State CEQA Guidelines § 15332 (Class 32 – In-Fill Development Projects) as the permit would be issued to an infill development project.

FISCAL IMPACT:

Approval of the Tentative Tract Map to subdivide 26 residential townhome condominium units will generate approximately $304,486 in Development Impact Fees.

Prepared by:

Andrew A. Gonzales
Senior Planner

Reviewed and approved:

Joseph M. Lambert
Director of Development Services

Reviewed and approved:

Kim Krause
Director of Finance

Reviewed and approved:

Damien R. Arrula
City Administrator

Attachments:

1. Resolution No. R-2019-XX Related to TTM 19014
   Attachment A: Conditions of Approval for Tentative Tract Map No. 19014
2. TTM 19014 Subdivision Map
3. Planning Commission Staff Report for TTM 19014, DPR 2019-02, UP 2019-03, and Attachments Thereto

RESOLUTION NO. R-2019-63

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA APPROVING TENTATIVE TRACT MAP (TTM) 19014 FOR THE SUBDIVISION OF 26 RESIDENTIAL TOWNHOME UNITS FOR CONDOMINIUM PURPOSES ON A 1.3-ACRE UNIMPROVED, VACANT LOT LOCATED WITHIN THE HIGH DENSITY RESIDENTIAL (R-3) ZONING DISTRICT AND SITED ON PROPERTY AT THE NORTH SIDE OF GOLDEN AVENUE, WEST OF IMPERIAL HIGHWAY

A. Recitals

WHEREAS, on November 12, 2019, the Planning Commission of the City of Placentia conducted, and concluded, a duly noticed public hearing, as required by law, recommending to the City Council of the City of Placentia, approval of Tentative Tract Map (TTM) 19014 for the project located at the northside of Golden Avenue, west of Imperial Highway.

WHEREAS, The Planning Commission heard testimony, received a report and other relevant information from City Staff and members of the public including Brandywine Homes, c/o Angela Meyer, ("Applicant" hereinafter), regarding a Tentative Tract Map application.

WHEREAS, all 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:

Section 1. The City Council hereby specifically finds that all of the facts set forth in the Recitals, Part A, of this Resolution are true and correct.

Section 2. Based upon substantial evidence presented to this City Council with regard to the application, including written staff reports, verbal testimony and development plans, the City Council hereby specifically finds as follows:

a. The proposed project will not be: (1) detrimental to the health, safety or general welfare of the persons residing or working within the neighborhood of the proposed development or within the city, or (2) injurious to the property or improvements within the neighborhood or within the city. Subject to compliance with the attached Conditions of Approval set forth in Attachment "A" of this Resolution and by this reference incorporated herein and Standard Development Requirements, the project complies with

all applicable code requirements and development standards of the High Density Residential (R-3) Zoning District and Title 22, and with other applicable regulations of the Placentia Municipal Code (PMC).

b. The proposed use is consistent with the City's General Plan. The General Plan Land Use designation for the subject site is "High Density Residential," and the proposed use does not involve any change in the land use of the subject site. The proposed project involves the development of six, three-story, multi-family buildings consisting of a total of 26 residential town home units.

c. The proposed project as presented in the staff report and accompanying plans complies with all requirements of Chapter 23.21, "R-3"-High Density Multiple-Family District, of the PMC. City Staff carefully examined the proposed development against the applicable development regulations prescribed in Title 23 (Zoning Ordinance) and determined it to be in substantial compliance. The proposed Development includes Conditions of Approval and Standard Development Requirements to ensure full compliance with applicable code requirements.

d. Conditions necessary to secure the purposes of this section, including guarantees and evidence of compliance with conditions are made part of this development approval. Attachment "1.A" of the staff report (Attachment A to this Resolution) contain Conditions of Approval and Standard Development requirements specific to this development application in order to provide assurances that the proposed construction of the residential development project and related on and off-site improvements are in compliance with applicable requirements of the PMC.

e. That the proposed map is consistent with the General Plan. The proposed Tentative Tract Map is to subdivide the land concurrent with the construction of six, three-story, multi-family buildings consisting of a total of 26 residential town home units on the site. The proposed residential development and subdivision map and the design of the proposed project including the proposed improvements are consistent with all polices, programs, and goals of the General Plan.

f. That the site is physically suitable for the type of development. The subject site is a 1.3-acre area, which has been designed to accommodate the development, as well as sufficient parking and landscaping. Based on this, the subject site is adequate to accommodate the proposed residential development.

g. That the design of the subdivision and type of improvements proposed are not likely to cause serious public health problems. The proposed subdivision is to allow the formation of 26 residential condominium units within the City of Placentia that will accommodate six residential townhome buildings.

h. That the design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision. As part of the review of the application, an

extensive record research was completed. Additionally, the applicant submitted a preliminary title report with their application. Although easements have been found, they are mostly for utility access only. All of the easements will be protected in place and will not be altered by the construction of the project.

i. That the design of the subdivision or the proposed improvements is not likely to cause substantial environmental damage or substantially and avoidably injure wildlife or their habitat. The subject site is an underutilized and unimproved property that only has limited vegetation. There are no known areas within the City that host wildlife or their habitat, most particularly species.

j. The intent of the R-3 zone is to stabilize and maintain the residential character of the district for high density apartment living. The proposed project will create a new multi-family residential development. The applicant has designed the residential development in a manner that accomplishes all the goals of the General Plan and Zoning Code, while avoiding significant impacts to the neighboring properties by utilizing proper site design, good architecture, and providing appropriate areas of open space. Furthermore, the proposed design will enhance the streetscape, thus providing a pleasing aspect to those driving along Golden Avenue.

k. The proposed development's site plan and its design features, including architecture and landscaping, will integrate harmoniously with and enhance the character and design of the site, the immediate neighborhood, and the surrounding areas of the City. Currently the site is underutilized undeveloped site.

Section 3.

a. Based upon the environmental review of the project, the City Council finds that Tentative Tract Map 19014 is exempt from the California Environmental Quality Act ("CEQA"), Public Resources Code §§ 21000 *et seq.*, the State CEQA Guidelines, 14 C.C.R. §§ 15000 *et seq.*, and the Environmental Guidelines of the City of Placentia pursuant to the State CEQA Guidelines § 15332 (Class 32 – Infill Development Projects) as the permit would be issued to an infill development project.

b. The City Council finds and determines that, based upon the findings set forth above and below, and changes and alterations which have been incorporated into and conditioned upon the proposed project, no significant adverse environmental effects will occur; and

c. The City Council finds that facts supporting the above-specified findings are contained in the staff report and exhibits, and the information provided during the City Council meeting conducted with respect to the Application.

Section 4. Based upon the findings and conclusions set forth herein, the City Council hereby approves Tentative Tract Map 19014, as modified herein, and specifically

subject to the conditions set forth in Attachment A to this Resolution attached hereto and by this reference incorporated herein.

PASSED, ADOPTED and APPROVED this 19th day of November 2019.

Rhonda Shader, Mayor

ATTEST:

Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert S. McKinnell, 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 19th day of November 2019 by the following vote:

AYES:	Councilmembers:
NOES:	Councilmembers:
ABSENT:	Councilmembers:
ABSTAIN:	Councilmembers:

Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

Christian Bettenhausen, City Attorney

ATTACHMENT “A”

Attachment "A"
Special Conditions of Approval for
Tentative Tract Map No. (TTM) 19014
Northside of Golden Avenue, west of Imperial Highway
(APNs: 334-021-12)

SPECIAL CONDITIONS

If the above referenced application is approved, applicant and/or property owner shall comply with the Special Conditions listed below and the Standard Development Requirements attached.

ALL OF THE FOLLOWING SPECIAL CONDITIONS OF APPROVAL AND STANDARD DEVELOPMENT REQUIREMENTS SHALL BE FULLY COMPLIED WITH FOR THE DEVELOPMENT PLAN REVIEW TO CONTINUE IN GOOD STANDING.

DEVELOPMENT SERVICES DEPARTMENT – PLANNING DIVISION:

1. Failure to abide by and faithfully comply with any and all conditions attached to this action shall constitute grounds for revocation or amendment of said actions by the City of Placentia Planning Commission and City Council.

2. The applicant shall, as a condition of project approval, at its sole expense, defend, indemnify and hold harmless the City, its officers, employees, agents and consultants from any claim, action, proceeding, liability or judgment against the City, its officers, employees, agents and/or consultants, which action seeks to set aside, void, annul or otherwise challenge any approval by the City Council, Planning Commission, or other City decision-making body or City staff action concerning applicant's project. The applicant shall pay the City's defense costs, including attorney fees and all other litigation-related expenses, and shall reimburse the City for any and all court costs, which the City may be required to pay as a result of such defense. The applicant shall further pay any adverse financial award which may issue against the City including but not limited to any award of attorney fees to a party challenging such project approval. The City shall retain the right to select its counsel of choice in any action referred to herein. The City agrees to promptly notify the applicant of any such claim filed against the City and to fully cooperate in the defense of any such action.

3. Approval of Tentative Tract Map (TTM) 19014 and the final map is contingent upon City Council Approval.

4. TTM 19014 shall expire twenty-four (24) months after approval or conditional approval if a final map is not recorded. Upon written request, by the developer, the time limit may be extended an additional twelve (12) months by City Council.

5. A final map shall be prepared by or under the direction of a registered Civil engineer or licensed land surveyor in the State, as provided for in the Business and Professions Code.

6. TTM 19014 shall comply with the applicable requirements of Title 22 Subdivisions of the Placentia Municipal Code.

7. Any modifications to the approved floor plan/site plan and any modifications which will change, expand or intensify the use shall be subject to review and approval by the Director of Development Services. The Director of Development Services or his or her designee may determine if such modifications require approval by the Placentia Planning Commission or may be approved administratively by City staff.

8. Prior to final release of the residential units for occupancy, all Special Conditions of Approval and Standard Development Requirements shall have been completed and final inspections approved for their respective portion.

9. Applicant/builder is responsible, at its sole cost and expense, to cause all cable, telephone, electrical, and other utility services serving the property to be placed underground within the subject site. Prior to the issuance of building permits, Applicant/builder shall submit a separate utility plan for each such utility service. The utility plan shall indicate the precise location of where all cable, telephone, electrical, and other utility services serving the property will be placed underground within the subject site, as well as the points of connection at the proposed building or buildings on the site and the public right-of-way. Prior to the submittal of the utility plans to the City, the plans shall be reviewed and approved by the utility companies. Evidence of approvals shall be in the form of a signed and dated approval stamp and/or approval letter. If the precise locations of future utility services cannot be reasonably ascertained prior to the issuance of building permits, upon prior written approval of the Director of Development Services, prior to issuance of a certificate of occupancy. Applicant/builder shall provide the City with "as built" plans showing the precise locations where all cable, telephone, electrical, and other utility services serving the property were placed underground within the subject site, as well as the points of connection at the building or buildings on the site and the public right-of-way.

10. The final action of Tentative Tract Map (TTM) No. 19014 shall be contingent upon final approval of Development Plan Review (DPR) No. 2019-02 and Use Permit (UP) No. 2019-03. In the event the TTM is denied, approval of any of the aforementioned entitlements shall be deemed to be null and void.

11. Comply with all applicable conditions of approval adopted as part of the approval of DPR 2019-02 and UP 2019-03.

PUBLIC WORKS – ENGINEERING DIVISION:

12. Prior to recordation of the final map, the public improvement plans as required shall be prepared and signed by the City Engineer.

Final Map

13. Applicant shall provide a quitclaim or relocation of any easement(s) that affects the proposed development.

14. The applicant shall prepare and submit a preliminary title report no older than 90 days.

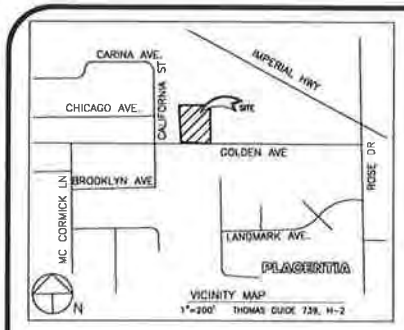
15. Prior to approval of the Final Map, pursuant to the Subdivision Improvement Agreement for Public Improvements and survey Monumentation, the developer shall provide security in an amount specified in writing by the Registered Civil Engineer or a Licensed Land Surveyor of record. The developer shall enter into an agreement providing for the necessary right-of-way, design and construction of missing public improvements, which shall be constructed in coordination with adjacent existing improvements prior to occupancy of the development and subject to review and approval by the City Engineer.

16. The applicant shall establish a Homeowner's association (HOA) for the purpose of maintaining all private access, common lots, onsite fire hydrant, common sewer line, WQMP, LIP, open space, storm drainage and emergency opening of security gate. The association is subject to the review and approval of the Director of Public Works and City Attorney and shall be recorded concurrently with the final map.

17. Prior to the exoneration of any security, the applicant shall submit one (1) duplicate Mylar of the final map and all as built public improvement plans, in a manner acceptable to the City Engineer. The computer analysis may be submitted on a CD with a proper labeled.

TENTATIVE TRACT NO. 19014
FOR CONDOMINIUM PURPOSES

IN THE CITY OF PLACENTIA, COUNTY OF ORANGE, STATE OF CALIFORNIA
BEING A SUBDIVISION OF LOT 2 OF TRACT NO. 17489, AS PER MAP FILED IN BOOK 923,
PAGES 44 THROUGH 47, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.



LEGAL DESCRIPTION:

REAL PROPERTY IN THE CITY OF PLACENTIA, COUNTY OF ORANGE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

LOT 2 OF TRACT NO. 17843, IN THE CITY OF PLACENTIAA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 923, PAGES 44 AND 47 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.
APN: 334-021-12

EXISTING EASEMENTS:

FIRST AMERICAN TITLE
Order Number: NHSC-5845858 (C)

④- AN EASEMENT IN FAVOR OF THE YORBA LINDA WATER COMPANY FOR PIPELINES AND INCIDENTAL PURPOSES, RECORDED NOVEMBER 7, 1911 IN BOOK 203, PAGE 391 OF DEEDS.
(PLOTTED HEREON)

⑤- COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS IN A DOCUMENT RECORDED SEPTEMBER 2, 1913 IN BOOK 242, PAGE 88 OF DEEDS.
(BLANKET IN NATURE – NOT PLOTTED HEREON)

⑥- AN EASEMENT IN FAVOR OF UNION OIL COMPANY OF CALIFORNIA FOR PIPELINE AND INCIDENTAL PURPOSES, RECORDED OCTOBER 4, 1923 IN BOOK 489, PAGE 268 OF DEEDS.
(PLOTTED HEREON)

⑦- AN EASEMENT IN FAVOR OF THE CITY OF PLACENTIA SUCCESSOR IN INTEREST TO THE COUNTY OF ORANGE FOR THE RIGHT TO ERECT, CONSTRUCT, REPAIR, AND MAINTAIN CHECK DAMS, ETC. AND INCIDENTAL PURPOSES, RECORDED AUGUST 29, 1938 IN BOOK 984, PAGE 78 OF OFFICIAL RECORDS.
(PLOTTED HEREON)

⑧- THE EFFECT OF A MAP PURPORTING TO SHOW THE LAND AND OTHER PROPERTY, FILED IN BOOK 18, PAGE 34 OF RECORD OF SURVEYS.
(BLANKET IN NATURE, VARIOUS COURSE AND DISTANCES OF SAID RECORD OF SURVEY ARE REFERENCED HEREON)

⑨- AN EASEMENT IN FAVOR OF THE UNITED STATES OF AMERICA FOR FLOOD CONTROL AND CHANNEL RECTIFICATION AND INCIDENTAL PURPOSES, RECORDED DECEMBER 21, 1960 IN BOOK 5558, PAGE 547 OF OFFICIAL RECORDS
(PLOTTED HEREON)

⑩- THE TERMS AND PROVISIONS CONTAINED IN A DOCUMENT ENTITLED "DECLARATION OF RESTRICTION" RECORDED JULY 28, 1976 IN BOOK 11825, PAGE 1460 OF OFFICIAL RECORDS.
(BLANKET IN NATURE – NOT PLOTTED HEREON)

⑪- AN EASEMENT IN FAVOR OF THE YORBA LINDA COUNTY WATER DISTRICT FOR PIPELINES AND INCIDENTAL PURPOSES, RECORDED MARCH 4, 1981 IN BOOK 13688, PAGE 1513 OF OFFICIAL RECORDS.
(PLOTTED HEREON)

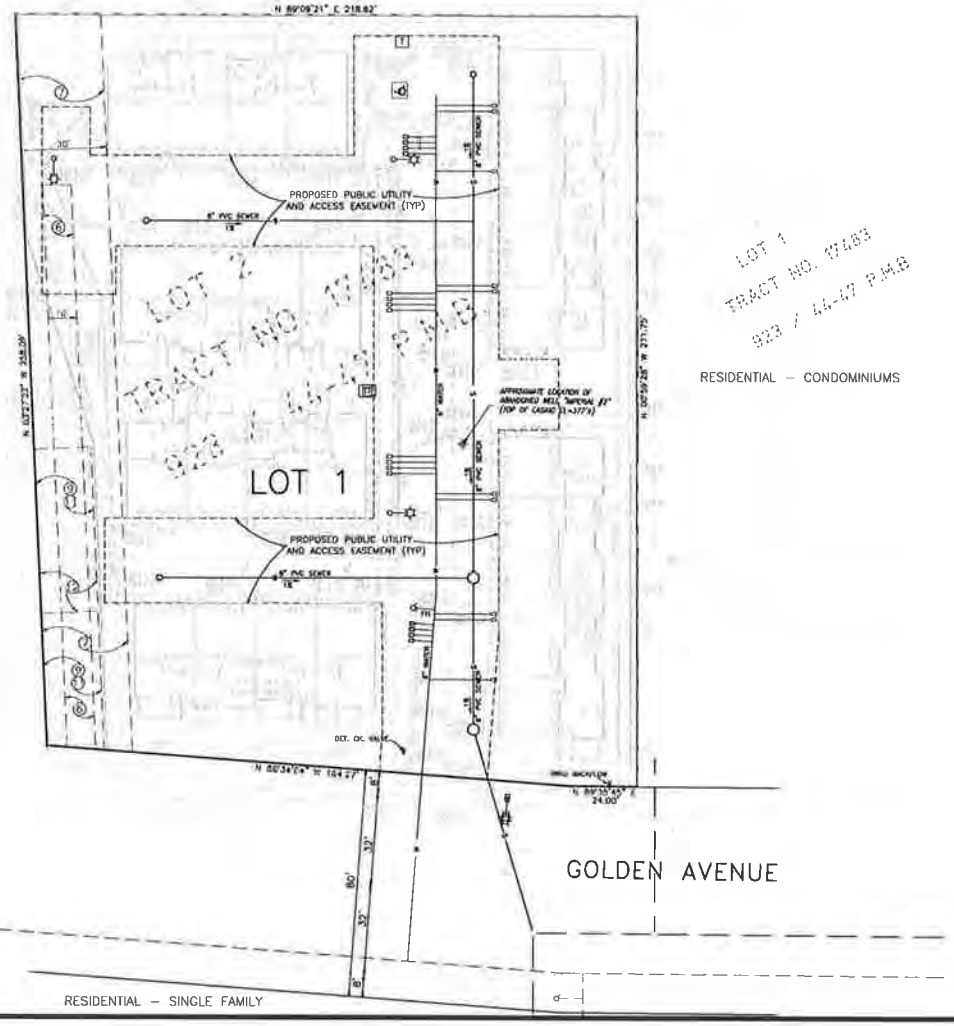
⑫- AN EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA GAS COMPANY FOR PIPELINES AND INCIDENTAL PURPOSES, RECORDED APRIL 16, 1981 IN BOOK 14022, PAGE 1239 OF OFFICIAL RECORDS
(PLOTTED HEREON)

⑬- AN EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA GAS COMPANY FOR PIPELINES AND COMMUNICATION FACILITIES AND INCIDENTAL PURPOSES, RECORDED NOVEMBER 5, 2014 AS INSTRUMENT NO 20140004516B4 OF OFFICIAL RECORDS
(EXACT LOCATION NOT APPARENT FROM RECORD – NOT PLOTTED HEREON)

RESIDENTIAL – APARTMENTS

RESIDENTIAL – SINGLE FAMILY

CARBON CANYON FLOOD CONTROL CHANNEL (E03)



N

Scale 1" = 20'

GENERAL NOTES

1. EXISTING LAND USE: HIGH DENSITY RESIDENTIAL
2. PROPOSED LAND USE: 26 RESIDENTIAL CONDOMINIUMS.
3. EXISTING ZONING: R-3
4. WATER SERVICE PROVIDED BY: YORBA LINDA WATER DISTRICT.
5. SEWER SERVICE PROVIDED BY: YORBA LINDA WATER DISTRICT
6. ALL PROPOSED UTILITIES ARE TO BE UNDERGROUND (OTHER THAN FOR TEMPORARY CONSTRUCTION PURPOSES).
7. ELECTRIC SERVICE PROVIDED BY: SOUTHERN CALIFORNIA EDISON
8. GAS SERVICE PROVIDED BY: SOCAL GAS CO.
9. TELEPHONE SERVICE PROVIDED BY: AT&T
10. CABLE TELEVISION PROVIDED BY: CHARTER COMMUNICATIONS
11. PROJECT IS WITHIN THE PLACENTIA – YORBA LINDA UNIFIED SCHOOL DISTRICT
12. STREET IMPROVEMENTS SHOWN HEREON SHALL MEET THE REQUIREMENTS OF THE CITY OF PLACENTIA.
13. ALL LOTS SHALL BE HOMEOWNER OR HOMEOWNER ASSOCIATION MAINTAINED.
14. PROPERTY IS LOCATED WITHIN FLOOD ZONE "X", (AREA OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN)
PER FIRM PANEL 06059C0083J, DATED DECEMBER 3, 2009.
15. ASSESSOR'S PARCEL NUMBER: 334-021-12
16. PARKING PROVIDED: 52 ENCLOSED (2 PER UNIT IN GARAGE)
8 GUEST + 1 GUEST (ACCESSIBLE)

DEVELOPER:

BRANDYWINE HOMES
18580 ASTON
IRVINE, CALIFORNIA 92606
(949) 398-2400
ATTENTION: MS. ANGELA MEYER

PROPOSED LOT AREA:

LOT	GROSS & NET AREA (SF)	(AC)
1	56,581	1.30

DENSITY CALCULATIONS:

PROPOSED CONDOMINIUMS: 26 UNITS
NET AREA: 1.30 AC
PROPOSED DENSITY: 20.0 DU/AC

PROPERTY ADDRESS:

1049 GOLDEN AVENUE
PLACENTIA, CA 92870

STATEMENT OF OWNERSHIP:

WE, THE UNDERSIGNED, DO HEREBY STATE THAT WE ARE THE RECORD OWNERS OF THE PROPERTY COMPRISING THIS VESTING TENTATIVE TRACT MAP AND THAT WE HAVE CONSENTED TO THE FILING OF SAID MAP.

JONES IMPERIAL #2, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY
417 PALMER AVENUE
APTOS, CA 95003
(831) 862-0888

BY: _____ DATE: _____
GARY SCHILLING

PREPARED BY:

REGISTERED PROFESSIONAL ENGINEER ALAN R. SHORT No. 30873 EXP. 3/31/20 CIVIL STATE OF CALIFORNIA

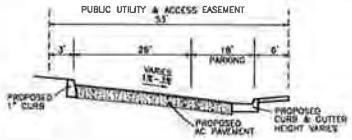
ALAN R. SHORT, P.E.
25011 Pinewood Lane
Laguna Hills, CA 92653
(949) 586-3200
ASHORT@COX.NET

ALAN R. SHORT, P.E. DATE: 7/15/19
R.C.E. 30873, EXPIRES 3/31/20

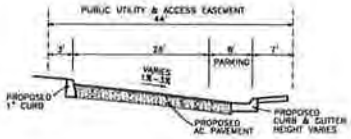
SCALE: 1" = 20'
DATE: 7/15/19
GROSS AREA: ±1.30 AC
CONTOUR: 1'
TOTAL LOTS: 1 NUMBERED
0 LETTERED

TENTATIVE TRACT NO. 19014

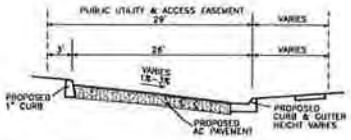
SHEET 1 OF 2



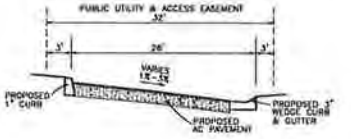
TYPICAL PRIVATE DRIVEWAY
SECTION SECTION A-A N.T.S.



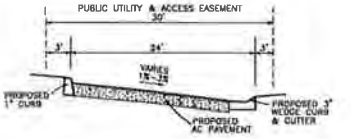
TYPICAL PRIVATE DRIVEWAY
SECTION B-B N.T.S.



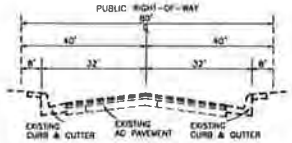
TYPICAL PRIVATE DRIVEWAY
SECTION SECTION C-C N.T.S.



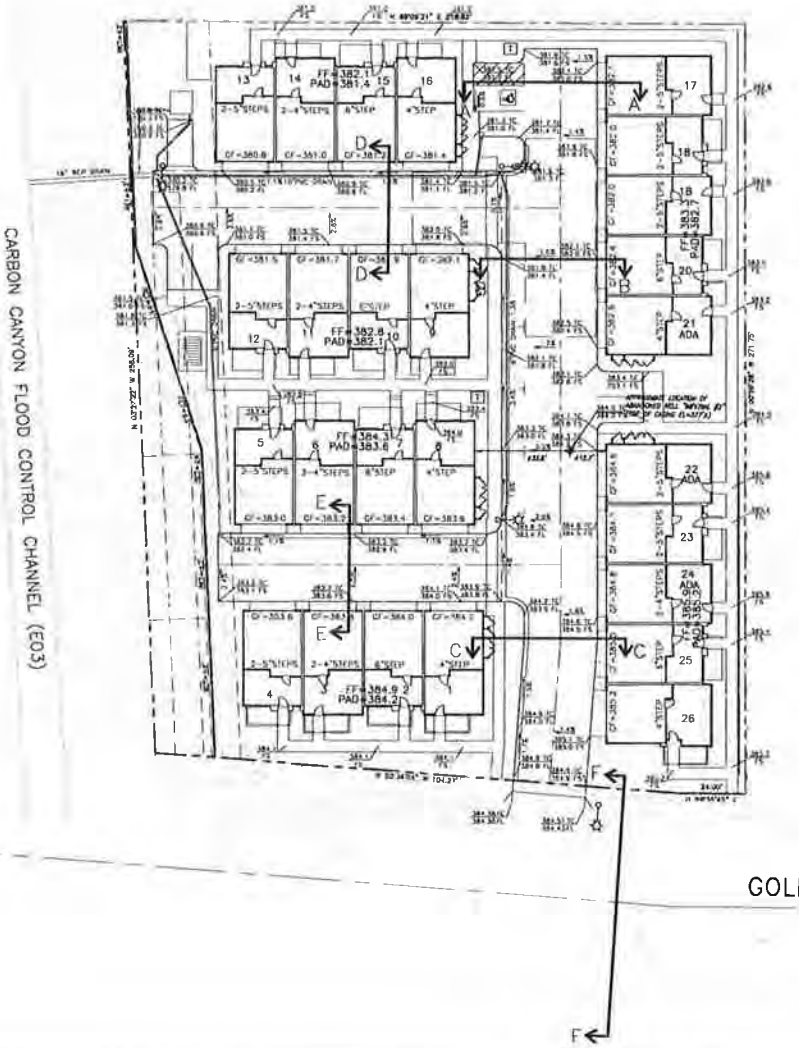
TYPICAL PRIVATE DRIVEWAY
SECTION SECTION D-D N.T.S



TYPICAL PRIVATE DRIVEWAY
SECTION SECTION E-E N.T.S.

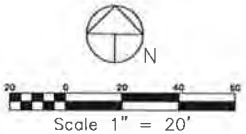


GOLDEN AVENUE
SECTION SECTION F-F N.T.S.



LEGNED:

	TENTATIVE TRACT BOUNDARY
FF= 207.50	FINISHED FLOOR ELEVATION
PAD= 206.8	PROPOSED PAD ELEVATION
S	EXISTING SEWER
W	EXISTING WATER
	EXISTING STREET LIGHT
S	PROPOSED SEWER LINE
W	PROPOSED WATER LINE
F	PROPOSED FIRE LINE
EX FH	EXISTING FIRE HYDRANT
FH	PROPOSED FIRE HYDRANT
	PROPOSED STREET LIGHT
TC	TOP OF CURB ELEVATION
FL	FLOW LINE ELEVATION
FS	FINISHED SURFACE ELEVATION
1	PROPOSED LOT NUMBER
RET	RETAINING WALL HEIGHT



Scale 1" = 20'

ALAN R. SHORT, P.E.
RCE 30813 EXP. 3/31/20

7/15/19

SCALE: 1" = 20'
DATE: 7/15/19
GROSS AREA: ±1 30 AC
CONTOUR: 1'
TOTAL LOTS: 1 NUMBERED
0 LETTERED

CONCEPTUAL GRADING TENTATIVE TRACT NO. 19014

SHEET 2 OF 2

Placentia Planning Commission

AGENDA STAFF REPORT

TO: PLANNING COMMISSION

FROM: ANDREW A. GONZALES, SENIOR PLANNER

DATE: NOVEMBER 12, 2019

SUBJECT: **DEVELOPMENT PLAN REVIEW (DPR) NO. 2019-02, USE PERMIT (UP) NO. 2019-03, AND TENTATIVE TRACT MAP (TTM) NO. 19014 FOR THE DEVELOPMENT OF AN UNIMPROVED 1.3-GROSS ACRE SITE WITH 26 RESIDENTIAL TOWNHOME UNITS LOCATED AT THE NORTHSIDE OF GOLDEN AVENUE, WEST OF IMPERIAL HIGHWAY (BRANDYWINE HOMES)**

RECOMMENDATION

It is recommended that the Planning Commission take the following actions:

1) Open Public Hearing, concerning Development Plan Review (DPR) No. 2019-02, Use Permit (UP) No. 2019-03, and Tentative Tract Map (TTM) No. 19014; and

2) Receive the Staff Report and consider all Public Testimony; and

3) Close the Public Hearing; and

4) Adopt Resolution No. PC-2019-17, a Resolution of the Planning Commission of the City of Placentia, approving DPR 2019-02 and UP 2019-03, and making findings to permit the development of an unimproved approximately 1.3-gross acre lot for the construction of six, three-story, multi-family buildings consisting of 26 residential townhome units and associated hardscape and landscape improvements within the High Density Residential (R-3) Zoning District on property located at the northside of Golden Avenue, west of Imperial Highway; and making findings that the project is categorically exempt pursuant to the California Environmental Quality Act (CEQA) set forth in Title 14 CCR § 15332 (Class 32 – In-Fill Development Projects) and the City of Placentia Environmental Guidelines; and

5) Adopt Resolution No. PC-2019-18, a Resolution of the Planning Commission of the City of Placentia, recommending that the City Council of the City of Placentia approve Tentative Tract Map 19014 to permit the subdivision of 26 townhome units for residential condominium purposes requested via DPR No. 2019-02 and CUP No. 2019-03 subject to the Conditions of Approval and Standard Development Requirements; and making findings that the project is categorically

exempt pursuant to the California Environmental Quality Act (CEQA) set forth in Title 14 CCR § 15332 (Class 32 – In-Fill Development Projects) and the City of Placentia Environmental Guidelines.

PROJECT DESCRIPTION

The applicant, Brandywine Homes, requests approval of a Development Plan Review, Use Permit, and Tentative Tract Map to develop an unimproved 1.3-gross acre site with 26 condominium townhome units. The 26 units will be located within six separate building. Four buildings will be orientated in an east-to-west direction with each building containing four attached residential units and two buildings will be orientated in a north-to-south direction with each building containing five attached residential units. The proposed development will have a residential density of 20 units per acre.



Three floor plans are proposed which are noted on the development plans as "Plan 1", "Plan 2A", "Plan 2B". The plan types will measure between 1,530 square feet and 1,755 square feet in overall floor area and contain an attached two-car garage per unit. Each unit will either have three bedrooms and 2.5 baths (Plan 1) or four bedrooms and 3.5 baths (Plan 2A and Plan 2B). Each building will be three stories at a height of approximately 35 feet, with portions of the building exceeding the maximum height limit to assist with greater

roof articulation. A total of 63 parking spaces will be provided, comprised of 52 garage spaces, 11 guest parking spaces with one accessible (ADA) parking space.

Vehicular access to the project will be provided by a 26-foot wide driveway connection along Golden Avenue. A system of internal drive aisles will provide direct access to each individual garage. Along the westerly portion of the site, the terminus of drive aisles will be articulated with decorative paving to create a dual use area for both passive and active activities. Decorative landscaping will be provided throughout the site and within the parking areas.

PROJECT CHARACTERISTICS

Applicable Code Section – Placentia Municipal Code

The project is located within the R-3 Zoning District. The project will be required to comply with the development standards and use requirements set forth in the Placentia Municipal Code (PMC) for projects located within the R-3 Zoning District. Pursuant to PMC Section 23.75.010(a), construction of new buildings shall require a DPR to be reviewed and approved at a noticed public hearing before the Planning Commission, including a UP pursuant to PMC Section 23.21.030 for the development of townhomes.

Subject Site and Surrounding Land Uses

The table below illustrates the site and surrounding existing land uses, General Plan Land Use designation and zoning:

Location	Existing Land Use	Land Use Element General Plan Designation	Zoning Map Designation
Existing	Unimproved Vacant Land	High Density Residential	High Density Residential (R-3)
Proposed	Attached, Single-Family Residential	High Density Residential	R-3
North	Multi-Family Residential	High Density Residential	R-3
South (across Golden Avenue)	Single-Family Residential	City of Yorba Linda	City of Yorba Linda
East	Multi-Family Residential	High Density Residential	R-3
West (across Carbon Canyon Creek Channel)	Single-Family Residential	Single-Family Residential	Single-Family Residential (R-1)

ZONING COMPLIANCE ANALYSIS

Site Development Standards

The project is located within the R-3 Zoning District. The proposed residential townhome development project is permitted with a DPR and UP subject to review and approval by the Planning Commission. The proposed development and use complies with the base zoning district in terms of the maximum height limit, minimum setbacks, minimum onsite parking, and maximum lot coverage requirements. No impacts to nearby sensitive land use receptors (e.g., residential) is anticipated because the project will be similar in nature as the existing multi-family developments abutting the subject site. The following matrix provides a summary of the development's compliance with the identified development standards:

STANDARD	PROJECT
Height 35 ft. max.	30 ft. – top of 3rd floor living area; 38 ft. – top of roof (PMC Section 23.81.090 allows buildings to exceed the height limit for roof elements)
Setbacks Front Yard Setback – 15 ft. min. Interior Side Yard Setback – 5 ft. min. Rear Yard Setback - 10 ft. min.	Front: 15 ft. (Golden Avenue) East Side Yard: 11 ft. 7 in. West Side Yard: 10 ft. 4 in. South Rear Yard: 10 ft.
Building Separation 20 ft. min.	22 ft.
Lot Coverage 60% max. (33,949 sq. ft.)	60% (33,934 sq. ft.)
Parking Two spaces per dwelling: 52 spaces min. Additional 15% min. of total parking required for guest parking: 8 spaces min. Total Parking Required: 60 spaces min.	52 spaces 11 spaces 63 spaces

Lot Area and Dimensions Minimum Lot Area: 8,000 sq. ft. Minimum Lot Width: 80 linear ft.	Lot Area: 56,582 sq. ft. (1.3 gross acres) Approx. 208 linear ft.

Other Departments Concerns and Requirements

The Divisions of Planning and Building, Public Works Department, Community Services Department, as well as the Orange County Fire Authority have reviewed the application and submitted comments, but had no major concerns with the proposal. All applicable code requirements and conditions of approval have been incorporated into draft resolutions for consideration and approval by the Planning Commission for DPR 2019-02 and UP 2019-03, and consideration and recommendation by the Planning Commission to the City Council for TTM 19014.

ISSUES ANALYSIS:

Consistency with the General Plan

The General Plan features policies that promotes the reinvestment of underutilized properties while being sensitive to the suburban atmosphere and requires new developments to provide adequate improvements and pay impact fees to offset the demand costs on city services and facilities. The proposed development and subdivision is consistent with the following Land Use policies of the General Plan:

> *Policy 1.1* – Large, contiguous vacant or underutilized parcels should be comprehensively planned for development to minimize effects on the City suburban atmosphere.

Development of vacant property will promote further compatibility with existing developments within the surrounding area. The proposed project will be consistent with the General Plan and will result in a compatible continuation to existing land uses and development within the surrounding area.

Land Use Compatibility

The project will be compatible with the surrounding area as the development will revitalize an underutilized and undeveloped property with the development of six, three-story, multi-family buildings consisting of 26 residential townhome units. The development project will be located within a developed and established area that aims to create and foster a symbiotic relationship with nearby land uses. The development will provide a compatible transition between nearby land uses that complements the residential densities of the housing tracts to the north, south, and east. Based upon the use, overall site layout, and building design, the proposed development is not anticipated to result in any adverse impacts to the surrounding area.

Architecture



The proposed project will include four buildings, that consist of 26 units. There are three floorplans proposed ("Plan 1", "Plan 2A", "Plan 2B"). The residential buildings will utilize Spanish style architectural features such low-pitched clay tile roofs, mosaic tile work around arched doorway entries, divided light windows, corbels, earth tone colors, decorative clay style vents within gables, decorative ironwork and woodwork around the balconies, and window shutters. The overall building mass is appropriately broken up into different building volumes utilizing design techniques as contrasting building colors, building plain projections and offsets, variable roof styles, and doorway insets which all assist in minimizing the potential for the buildings to appear as monolithic. The project employs four-sided architecture by using the same material on all four sides of a structure so that, no matter what vantage point it is viewed from, the design is never interrupted and all the parts are perceived as part of a unified whole.



Planning, Community, Economic Development, and Housing Ad Hoc Committee

All major development projects within the City of Placentia require review by the Planning, Community, Economic Development, and Housing Ad Hoc Committee. The Committee reviewed this project on July 30, 2019, and collectively the development project was well received. The Committee did not request any significant changes to be made to the site layout or architectural design of the project.

CEQA

The proposed application was reviewed by staff in accordance with the requirements of the California Environmental Quality Act ("CEQA"), Public Resources Code §§ 21000 *et seq.*, the State CEQA Guidelines, 14 C.C.R. §§ 15000 *et seq.*, and the Environmental Guidelines of the City of Placentia. Staff recommends that the Planning Commission exercise its independent judgment and find that DPR 2019-02, UP 2019-03, and TTM 19014 is exempt from CEQA pursuant to State CEQA Guidelines § 15332 (Class 32 – Infill Development Projects).

PUBLIC NOTIFICATION

Legal notice was published in the Placentia News-Times on October 31, 2019. Notices were sent to property owners of record within a 300-foot radius of the subject property, posted at the Civic Center, and on the City website on October 31, 2019. As of November 7, 2019, staff has received one opposition letter (Attachment No. 5), including one verbal comment in support and six verbal comments in opposition to the requested development project. Concerns raised by nearby residents are related to onsite parking adequacy, potential traffic impacts, overall building height, obstruction of surrounding views, and potential privacy impacts.

CONCLUSION

The proposed project is consistent with the City's General Plan and meets the minimum development standards of the PMC. With the recommended conditions of approval, it is the determination of city staff that the proposed development will be compatible with adjacent land uses and will not result in any adverse impacts onto the surrounding neighborhood.

RECOMMENDATION

Staff recommends that the Planning Commission of the City of Placentia adopt the Resolution PC-2019-17 recommending approval of DPR 2019-02 and UP 2019-03, and that the Planning Commission recommend to the City Council of the City of Placentia adoption of Resolution PC-2019-18 recommending approval of TTM 19014.

Prepared and submitted by:

Andrew A. Gonzales
Senior Planner

ATTACHMENTS:

1. Resolution No. PC-2019-17

2. Resolution No. PC-2019-18
3. Project Plans including the Site Plan, Floor Plans, Building Elevations, Preliminary Landscape Plan, colored renderings, and Tentative Tract Map (TTM 19014)
4. Colors and Materials Palette Received and Dated September 26, 2019
5. Public Comment Letter

RESOLUTION NO. PC-2019-17

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF PLACENTIA APPROVING DEVELOPMENT PLAN REVIEW (DPR) NO. 2019-02 AND USE PERMIT (UP) NO. 2019-03 FOR THE DEVELOPMENT OF SIX, THREE-STORY RESIDENTIAL TOWNHOME BUILDINGS CONSISTING OF A TOTAL OF 26 CONDOMINIUM UNITS ON AN UNDEVELOPED 1.3-ACRE UNIMPROVED, VACANT LOT LOCATED AT THE NORTHSIDE OF GOLDEN AVENUE, WEST OF IMPERIAL HIGHWAY WITHIN THE HIGH DENSITY RESIDENTIAL (R-3) ZONING DISTRICT.

A. Recitals.

WHEREAS, Angela Meyer, representing Brandywine Homes ("Applicant" hereinafter), located along the northside of Golden Avenue, west of Imperial Highway, filed two applications for approval of Development Plan Review (DPR) No. 2019-02 and Use Permit (UP) No. 2019-03, as described in the title of this Resolution. Hereinafter, in this Resolution, the subject Development Plan Review and Use Permit requests are referred to as the "Applications"; and

WHEREAS, on November 12, 2019, the Planning Commission conducted a duly noticed public hearing, as required by law, and received a staff report and other relevant information from City staff and members of the public regarding the Brandywine Homes, c/o Angela Meyer, application for Development Plan Review and Use Permit applications; and

WHEREAS, after careful consideration of all pertinent testimony and the staff report offered in the case, the Planning Commission voted to approve the "Application"; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

B. Resolution.

NOW, THEREFORE, it is hereby found, determined and resolved by the Planning Commission of the City of Placentia as follows:

Section 1. Development Plan Review. The development, as modified by the attached Conditions of Approval and Standard Development Requirements (Attachment "A"), meets the overall requirements of PMC Chapter 23.21 ("R-3"-High Density Multiple-Family District) and PMC Chapter 23.75 (Development Plan Review) of the Zoning Code. As such, the Planning Commission finds as follows:

a. The project meets or exceeds the criteria established in PMC Section 23.75.020; and

b. Conditions of Approval have been prepared as necessary to prevent: (A) detriment to the health, safety or general welfare of the persons residing or

working within the neighborhood of the proposed development or within the city, or (B) injurious to the property or improvements within the neighborhood or within the city, and

c. The proposed development will be consistent with the latest adopted general plan; and

d. Conditions necessary to secure the purposes of Section 23.75.020, including guarantees and evidence of compliance with conditions, are made part of the development approval.

Section 2. Use Permit. Based upon substantial evidence presented to this Commission during the public hearing conducted with regard to the Applications, including written staff reports, verbal testimony and development plans, in accordance with PMC Section 23.21.030 (Uses Permitted Subject to Obtaining a Use Permit) for the development of condominium townhome units and PMC Chapter 23.87 (Use Permits). As such, the Planning Commission finds as follows:

a. The proposed use will not be: (A) detrimental to the general health, safety or general welfare of the persons residing or working within the neighborhood of the proposed development or within the city, or (B) injurious to the property or improvements within the neighborhood or within the city; and

b. The proposed use will be consistent with the latest adopted general plan; and

c. Conditions necessary to secure the purposes of this section, including guarantees and evidence of compliance with conditions, are made part of the Use Permit approval.

Section 3. Based upon the environmental review of the project, the Planning Commission finds that DPR 2019-02 and UP 2019-03 is exempt from the California Environmental Quality Act ("CEQA"), Public Resources Code §§ 21000 *et seq.,* the State CEQA Guidelines, 14 C.C.R. §§ 15000 *et seq.,* and the Environmental Guidelines of the City of Placentia pursuant to the State CEQA Guidelines § 15332 (Class 32 – Infill Development Projects) as the permit would be issued to an infill development project.

Section 4. The Planning Commission hereby directs that, upon approval of DPR 2019-02 and UP 2019-03, that a Notice of Exemption shall be filed with the Orange County Clerk/Recorder.

Section 5. Based upon the findings and conclusions set forth herein, this Planning Commission hereby approves DPR 2019-02 and UP 2019-03 as modified herein, and specifically subject to the conditions set forth in Attachment "A" attached hereto and by this reference incorporated herein.

Section 6. The Secretary to the Planning Commission shall:

a. Certify to the adoption of this Resolution; and

b. Forthwith transmit a certified copy of this Resolution, by certified mail, to the applicant at the address of record set forth in the Application.

ADOPTED AND APPROVED THIS 12TH DAY OF NOVEMBER, 2019.

CHRISTINE J. SCHAEFER, CHAIR

I, Joseph M. Lambert, Secretary to the Planning Commission of the City of Placentia, do hereby certify that the foregoing Resolution was introduced at a regular meeting of the Planning Commission of the City of Placentia held on the 12th day of November, 2019, and was passed at this regular meeting of the Planning Commission of the City of Placentia held on the 12th day of November, 2019, by the following vote:

AYES:	COMMISSION MEMBERS:
NOES:	COMMISSION MEMBERS:
ABSENT:	COMMISSION MEMBERS:
ABSTAINED:	COMMISSION MEMBERS:

ATTEST:

JOSEPH M. LAMBERT,
SECRETARY TO THE PLANNING COMMISSION

APPROVED AS TO FORM:

TOM DUARTE
ASSISTANT CITY ATTORNEY

Attachment A: Conditions of Approval for Development Plan Review No. 2019-02 and Use Permit No. 2019-03

Attachment "A"
Special Conditions of Approval and Standard Development Requirements for Development Plan Review (DPR) No. 2019-02 & Use Permit (UP) No. 2019-03
Northside of Golden Avenue, west of Imperial Highway

SPECIAL CONDITIONS

If the above referenced application is approved, applicant and/or property owner shall comply with the Special Conditions listed below and the Standard Development Requirements attached.

ALL THE FOLLOWING SPECIAL CONDITIONS OF APPROVAL AND STANDARD DEVELOPMENT REQUIREMENTS SHALL BE FULLY COMPLIED WITH FOR THE DEVELOPMENT PLAN REVIEW TO CONTINUE IN GOOD STANDING.

DEVELOPMENT SERVICES DEPARTMENT – PLANNING DIVISION:

1. Development Plan Review (DPR) No. 2019-02 and Use Permit (UP) No. 2019-03 is valid for a period of twenty-four (24) months from the date of final determination, unless extended pursuant to Placentia Municipal Code (PMC) Sections 23.75.080 and 23.87.080. If the development of the site and/or use approved by this action is not established by obtaining Building Permits within such a period of time, this approval shall be terminated and shall be null and void, unless an extension is applied for and approved.

2. Failure to abide by and faithfully comply with any and all conditions attached to this action shall constitute grounds for revocation of said action by the City of Placentia Planning Commission.

3. The applicant shall, as a condition of project approval, at its sole expense, defend, indemnify and hold harmless the City, its officers, employees, agents and consultants from any claim, action, proceeding, liability or judgment against the City, its officers, employees, agents and/or consultants, which action seeks to set aside, void, annul or otherwise challenge any approval by the City Council, Planning Commission, or other City decision-making body or City staff action concerning applicant's project. The applicant shall pay the City's defense costs, including attorney fees and all other litigation-related expenses, and shall reimburse the City for any and all court costs, which the City may be required to pay as a result of such defense. The applicant shall further pay any adverse financial award which may issue against the City including but not limited to any award of attorney fees to a party challenging such project approval. The City shall retain the right to select its counsel of choice in any action referred to herein. The City agrees to promptly notify the applicant of any such claim filed against the City and to fully cooperate in the defense of any such action.

4. The site plan, floor plans, and elevations, including all associated architectural, landscape, and civil drawings, received and dated September 5, 2019, and the colors and materials palette received and dated September 26, 2019, shall be the conceptually approved design.

5. Any significant modifications to the approved site plan, floor plans, and elevation plans, including any modifications which will change, expand or intensify the use(s) shall be subject to review and approval by the Director of Development Services. The Director of Development Services or his or her designee may determine if such modifications require approval by the City of Placentia Planning Commission or may be approved administratively by City staff.

6. All applicable provisions of the Placentia Municipal Code (PMC) shall be met prior to issuance of Building Permits and shall be adhered to at all times.

7. Prior to issuance of building permits, except as otherwise noted, the project plans shall be submitted for the review and certification for inclusion into the entitlement file by the Director of Development Services and shall include the following information:

   a. All Special Conditions of Approval and Standard Development Requirements of DPR 2019-02 and Use Permit (UP) No. 2019-03. Include any project revisions on the applicable sheets of the project plans. Additionally, include separate sheets with approved Special Conditions of Approval and Standard Development Requirements to be printed verbatim on one of the first three pages of all the working drawing sets used for issuance of building permits (architectural, structural, electrical, mechanical, and plumbing) and shall be referenced in the sheet index. The minimum font size utilized for printed text shall be 12 point.

   b. Typical cross section views and details through the property and across each property line as directed by the Director of Development Services.

   d. Location of transformers, meters and other aboveground appurtenances.

   e. The developer shall submit for City approval a construction staging plan that indicates how safe vehicular and pedestrian access to the site will be maintained for the duration of the construction period. The construction stage plan shall include measures such as, but not limited to the following:

      i. A telephone number and a name of a contact person for registering complaints or comments shall be posted in a clearly visible manner along the perimeter of the site.

      ii. A flag person shall be employed to direct traffic when construction vehicles access the project site and the construction staging area.

      iii. Alternate pedestrian routes to the site shall be clearly delineated with safe access to and from the site.

iv. If any sidewalk is blocked during construction, alternate routes for pedestrians and bicycles shall be clearly marked with signs approved by the City.

v. All access points shall be clearly marked during construction, and if an access point is blocked during construction, a detour sign to an alternate access point shall be clearly posted.

vi. A detailed timeline outlining the course of drilling, grading/construction work that will take place on the property.

8. All waste bins shall be kept within their respective garages so as not to be visible from the adjacent street.

9. Prior to any modification of the floor plans that would affect parking as stipulated in the zoning code, the applicant shall obtain written approval from the Director of Development Services or his/her designee.

10. All mechanical equipment shall be screened from public view to the satisfaction of the Development Services Director.

11. The applicant, property owner(s), and/or homeowners' association (HOA) shall be responsible for maintaining their respective properties, including the landscaped areas, walkways, and all paved surfaces, free from graffiti, debris and liter. Graffiti shall be removed by the applicant/business owner(s) within 72 hours of defacement and/or upon notification by the City.

12. Prior to issuance of the residential building permits, the applicant must follow the procedure for approval under the MWELO for the proposed landscaping of each respective portion. A MWELO procedure and approval package is available from the front counter in the Development Services Department.

13. At the request of the Director of Development Services, applicant and/or property owner will provide a Parking Management Plan at their own expense to be reviewed by the Director of Development Services to remedy any parking concerns that may arise with the project. The staff review of the parking management plan will be at the expense of the property owner/property management company.

14. Developer shall pay all applicable residential DIF's prior to issuance of the first building permit of each construction phase, as depicted in the construction phasing plan dated received on October 2, 2019, including but not limited to:

    a. Developer shall pay in full to the City of Placentia, all applicable citywide Development Impact Fees adopted by and set forth in City Council Ordinance O-2017-10 prior to issuance of the first building permit.

    b. Developer shall pay in full to the City of Placentia, all applicable citywide Affordable Housing Fees adopted by and set forth in City Council Ordinance O-2017-11 prior to issuance of the first building permit.

15. Developer and/or property owner agrees to approve the incorporation of the project into the Community Facilities District No. CFD 2014-01 (Public Services) pursuant to the provisions of California Government Code Section 53311, et seq. Said annexation into CFD No. 2014-01 shall be fully completed in accordance with California law prior to issuance of any Certificate of Occupancy for the project.

16. Developer and/or property owner agrees to approve the incorporation of the project into the Landscape Maintenance District No. LMD 1992-01 pursuant to the provisions of California Streets and Highways Code Section 22500, et seq. Said annexation into LMD No. 1992-01 shall be fully completed in accordance with California law prior to issuance of any Certificate of Occupancy for the project.

17. Developer and/or property owner agrees to approve the incorporation of the project into the Street Lighting District No. SLD 1981-01 pursuant to the provisions of California Streets and Highways Code Section 22500, et seq. Said annexation into SLD No. 1981-01 shall be fully completed in accordance with California law prior to issuance of any Certificate of Occupancy for the project.

18. Developer and/or property owner agrees that the City may, at its sole election, require that, instead annexing into SLD 1981-01 and/or LMD 1992-1, the project shall be incorporated into a Community Facilities District to be created by the City pursuant to the provision of California Government Code Section 53311, et seq; the purpose of which, and the initial amount of the taxes and assessments thereunder, will be substantially the same, in whole or in part, as SLD 1981-1 and/or LMD 1992-1. Developer and/or property owner agrees to approve the incorporation of the project into said Community Facilities District.

19. Prior to the issuance of any building permits, submit the following for the approval of the Director of Development Services:

    a. An exterior lighting (photometric) plan showing location, type of fixtures and areas of illumination shall be submitted and reviewed for compliance with City standards and the Placentia Municipal Code. Lighting shall neither negatively impact adjacent properties nor the public right-of-way.

    b. Complete landscape and irrigation plans.

    c. Postmaster approval of the location and design of the mailboxes, if applicable.

20. The individual residential units cannot be occupied, the final Certificate of Occupancy cannot be approved, and utilities cannot be released until the following is completed for each respective portion of the property:

    a. The property owner(s) and/or their successor(s) willfully agree to annex into those district(s) for the project area identified by Condition Nos. 14-17 above. If any of the subject units are sold prior to annexation into the three districts, the future property owner(s) must complete the annexation process and no Certificates of

Occupancy shall be issued prior to completion of annexation.

b. The property owner(s) shall pay in full all applicable impact fees associated with the development project.

21. The final action of DPR 2019-02 and Use Permit 2019-03 shall be contingent upon final approval of and Tentative Tract Map 19014. In the event the DPR or UP is denied, approval of any of the aforementioned entitlements shall be deemed to be null and void.

22. Comply with all applicable conditions of approval of TTM 19014.

DEVELOPMENT SERVICES DEPARTMENT – BUILDING DIVISION:

23. The project shall comply with 2016 Editions of California Building Code (CBC), California Electrical Code (CEC), California Mechanical Code (CMC), California Plumbing Code (CPC), California Energy Code (CEnC), California Green Building Standards Code (CGBSC), & California Fire Code (CFC).

24. Required accessibilities for units shall be per Chapter 11A & for common areas shall be per Chapter 11B of 2016 CBC. Please note that plans will not be plan checked for ADA requirements, which the sole responsibility of the architect of record and the owner of the project.

25. All required site accessibilities and accessible parking stalls shall be addressed on approved precise grading plans.

26. Complete Building, Electrical, Mechanical, Plumbing, & approved Civil plans are required.

PUBLIC WORKS DEPARTMENT:

27. All public improvement and grading plans shall be drawn on twenty-four (24) inch by thirty-six (36) inch Mylar and signed by a registered civil engineer or other registered/licensed professional as required, using City of Placentia's drawing templates.

28. Prior to issuance of Certificate of Occupancy or building final for the last phase of construction, as depicted in the construction phasing plan dated received on October 2, 2019, all existing and new utilities including electric power, telephone, telecommunication fiber and/or cable TV in the street adjacent to and on-site shall be placed underground in accordance with the City of Placentia standards and ordinances.

29. It is the applicant's responsibility to notify all utility companies and the City of Placentia for disconnection, undergrounding of utilities and/or relocation of the existing utilities, vaults and meters. It is also the applicant's responsibility to insure applicant notifies

the Building Inspection Division that these utilities have been properly relocated and/or disconnected. Prior to recordation of the final map, the public improvement plans as required shall be prepared and signed by the City Engineer.

30. Prior to issuance of a Certificate of Occupancy, the engineer of record shall submit all approved project plans on an AutoCAD DWG and DFX formatted Compact Disc (CD) to the Public Works Department. If the required files are unavailable, the applicant shall pay a scanning fee to cover the cost of scanning the as-built plans.

31. Title of tentative map needs to clarify whether the application is for Apartment Complex or Condominium units.

32. Provide an erosion control, Storm Water Pollution Prevention Plans (SWPPP) for protection of the site during and post excavation activities.

Grading

33. The development site shall be graded to drain surface water to the existing City storm drain system with no cross-lot drainage permitted. Drainage shall be indicated on the precise grading plans. The applicant has indicated that the drainage will be diverted to the existing County Flood Control drainage channel. Applicant to provide the City with the County and the Army Corps of Engineers' approval letters and permits.

34. Prior to the issuance of a grading permit, the applicant shall prepare a Low Impact Development (LID) specifically identifying the Best Management Practices (BMP's) that will be used on site to control predictable pollutant runoff. The plan shall identify the types of structural and/or non-structural measures to be used. The plan shall comply with the Orange County Drainage Area Management Plan (DAMP) and LID Implementation Guideline. Website available at (http://ocwatersheds.com/publiced/residents/glltd) Particular attention should be addressed to the appendix section "Best Management Practices for priority redevelopment." The LID shall clearly show the locations of structural or Nonstructural BMP's, and assignment of long term maintenance responsibilities. The plan shall be prepared to the general form and content and submitted to the Director of Public Works/City Engineer for review and approval.

35. Prior to the issuance of a grading permit, the applicant shall prepare and submit a Water Quality Management Plan (WQMP) specifically identifying the Best Management Practices (BMP's) that will be used on site to control predictable pollutant runoff. The plan shall comply with the Orange County Drainage Area Management Plan (DAMP). Particular attention should be addressed to the appendix section "Best Management Practices for Development." The WQMP shall clearly show the locations of structural BMP's, and assignment of long term maintenance responsibilities (which shall also be included in the Maintenance Agreement). The plan shall be prepared to the general form and content shown in the City of Placentia's WQMP template and shall be submitted to the City Engineer for review and approval. Website available at (http://www.placentia.org/index.aspx?nid=262).

36. Prior to the issuance of a grading permit, the applicant shall demonstrate to the City Engineer that coverage has been obtained under the California's General Permit for Discharge of Storm Water Associated with Construction Activity by providing a copy of the Notice of Intent (NOI) submitted to the State Water Resources Control Board and a copy of the subsequent notification of the issuance of a Waste Discharge Identification (WDID) Number to the City Engineer. Construction activity subject to this permit includes clearing, grading and disturbances to the ground such as stockpiling, or excavation. Prior to the issuance of a grading permit, the applicant shall submit to the City Engineer for review a Stormwater Pollution Prevention Plan (SWPPP). A copy of the approved SWPPP shall be kept at the project site and available for review upon request.

37. Prior to the issuance of grading permits, the applicant shall prepare and submit a precise grading plan prepared by a licensed civil engineer to the Engineering Division of the Public Works Department showing building footprints, new and revised pads and elevations of finished grades, drainage routes, retaining walls, erosion control, slope easements, structural best management practices (BMPs) conforming to the approved water quality management plan, and other pertinent information. The project development shall accept and make provisions for the existing surface water that are the natural flows from the adjacent properties immediately abutting to the development site.

38. Prior to approval of the final design plans and issuance of a grading permit, the applicant shall conduct a site-specific geotechnical investigation for the entire site and prepare a report that fully assesses the geologic and soil conditions of the site. As part of the report preparation, soil sampling and any geotechnical testing will be completed at each location where structures are to be erected. The report shall provide grading and structural design recommendations for avoiding liquefaction, subsidence or collapse for each of the proposed structures. The recommendations shall be implemented by the Applicant.

39. Prior to the issuance of a grading permit, erosion control plans and notes shall be submitted and approved by the Engineering Division of Public Works Department.

40. All private slopes of 4 feet or more in vertical height and of 4:1 or greater slope, but less than 2:1 slope, shall be, at minimum, irrigated and landscaped with appropriate ground cover for erosion control. Slope planting required by this section shall include a permanent irrigation system to be installed by the developer prior to occupancy.

41. Surety and agreement guaranteeing completion of all on-site grading improvements including drainage, structural BMPs, erosion control, grading operations shall be posted and executed to the satisfaction of the City Engineer prior to the issuance of grading permits.

42. The final grading plan for the parcels shall be substantially the same, specifically with regard to pad elevations, size, and configuration; as the proposed grading illustrated

on the approved site plan. If there is a significant deviation between the two plans the Development Services Director and the City Engineer will review the plans and determine if a finding of substantial conformance can be made prior to the issuance of a grading permit. The Community Development Director and the City Engineer may refer the matter to the Planning Commission for an opinion before making a decision. Failure to achieve such a finding will require processing a revised site plan.

43. All parking, common, and storage areas shall be lighted to maintain a minimum of 1-foot candle power. These areas should be lighted from sunset to sunrise and be on photo censored cell.

44. The site grading, landscape, irrigation, and street improvement plans shall be coordinated for consistency with each other and for consistency with the requirements and standards of the City of Placentia.

45. Identify all storm drain structures, types, sizes and specifications on the plans.

Public Improvements and Construction

46. All proposed public ADA ramps require review and approval by the City's CASP inspector, BOA Architecture. Provide a note on the plans, that the Contractor is required to have hold point inspections for CASP and BOA architectures inspection prior to pouring and installing ADA ramps. Provide ADA ramps at the Main Entrance to the sidewalk in a manner as approved by all applicable State and Federal laws and standards.

47. At the discretion of the Public Works Director and/or Development Services Director, the developer shall be responsible for removing two existing SCE utility poles and undergrounding associated overhead utility lines immediately adjacent to the front of the subject property. Undergrounding work shall include installation of SCE, Charter, AT&T and Extenet cables and conduits from the existing overhead poles on the west side of the bridge to the east side of the bridge, by hanging them either on the existing or new bridge. If the Golden Avenue Bridge construction occurs prior to or concurrently with the completion of this development project, the applicant will work with all applicable utility agencies to hang the utility lines under the new bridge and to complete the undergrounding work. However, if the bridge project is delayed to such an extent that the issuance of final certificate of occupancy for the final phase of said development precedes the bridge construction, the applicant will be required to work with the utility agencies to locate the utility conduits on the side of the existing bridge and to remove two existing SCE utility poles. The applicant is responsible for contacting and working with utility agencies for the details and costs of hanging these dry utilities under the bridge. All utility relocation work shall be done under a separate contract by the applicant and paid for by the applicant.

Alternatively, in lieu of undergrounding the utility poles and locating all existing overhead lines underground and on the old bridge, the developer may submit permit ready utility plans for the undergrounding of the two existing SCE utility poles and

associated overhead lines in conjunction with posting a bond or in lieu fee not to exceed an amount of $500,000 to cover all associated expenses of undergrounding activities which include, but are not limited to staff review, undergrounding work, inspections, etc. The amount of the bond or in lieu fee shall be based on cost estimates submitted by the applicant and reviewed buy City staff, and those cost shall include, but are not limited to staff review, undergrounding work, inspections. All undergrounding activities required by this condition or the posting of a bond must be completed prior to the issuance of the last certificate of occupancy for of the last phase of the project to the satisfaction of both the Public Works Director and Development Services Director.

Storm Drain Improvements and Construction

48. The project street and lot grading shall be designed in a manner that perpetuates the existing natural drainage patterns with respect to tributary drainage area and outlet points. Unless otherwise approved by the Public Works Director.

49. The project shall be designed to accept and properly dispose of all off-site drainage flowing onto or through the site. The storm drain design and improvements shall be subject to review and approval by City Engineer. The hydraulics and hydrology report shall include detailed drainage studies indicating how the grading, in conjunction with the drainage conveyance systems including applicable swales, channels, street flows, catch basins, storm drains, and flood water retarding, BMP treatment and LID, will allow building pads to be safe from inundation from rainfall runoff which may be expected from all storms up to and including the theoretical 100-year flood per the Orange County Hydrology Manual. The project development shall be designed to accept and properly dispose of all off-site drainage flowing onto or through the site. If the quantities exceed the existing downstream capacity, the developer shall provide adequate drainage facilities to mitigate the impact as approved by the City Engineer.

50. Prior to the approval of the improvement plans, the hydrology study shall show that the 25-year storm flow will be contained within the street from curb to curb and the 100-year storm flow shall be contained within the street right-of-way. When either of these criteria are exceeded, additional drainage facilities shall be installed. All analysis shall comply with the Orange County Hydrology Manual and County Local Drainage Manual.

51. The post development peak flow rate generated from the project site shall be less than or equal to the pre development peak flow rate from the site for all frequency storms up to and including 100-year return.

52. Drainage facilities with sump conditions shall be designed to convey the tributary 100-year storm flows. Secondary emergency flow bypass shall also be provided as approved by City Engineer.

53. Provide and identify all pavement and driveway paving materials used inside the development areas.

54. Preliminary WQMP shall include a feasibility check to ensure the proposed infiltration BMPs are not proposed to be within 100 feet horizontally of a water supply well and/or non-potable well for the protection of groundwater quality per Orange County TGD.

55. In case, parcel drainage is to the Northwest corner into the Channel, this option requires both the County and Army Corps of Engineers permits. Applicant to provide all regulatory permits associated with the proposed drainage into the channel prior to issuance of the first Building Permit.

56. Prior to the issuance of a building permit, the applicant shall dedicate ingress and egress of the access route within the project site and improve it fully operational as required by the Orange County Fire Authority and satisfaction to the City Engineer.

57. The applicant shall submit a Will Serve Letter from Yorba Linda water District for water and sanitary sewer service for the project.

Demolition

58. Provide a site plan showing that the new building footprint will be completely outside of the easement areas.

59. Provide a full set of plans for demolition of the existing facilities and utilities, including above ground and underground structures, footings, utilities, vaults, fences, walls, sewer lines, storm drain pipes, waterlines, etc., Plans shall address conditions and procedures, as are necessary, to show that the demolition work will be conducted without creating a hazardous condition, when excavating next to other existing footings, walls and slopes. A separate demolition permit is required from the Building Department, prior to performing any kind of demolition on site.

60. The existing sanitary sewer line must be removed and caped at the property line. The sewer cap shall be inspected and shall not be covered until an inspection has been made by the Yorba Linda Water District inspector. This inspection shall be requested at least 24 hours before the inspection is needed

61. A copy of the Grant deed and owner's permission on the application for demolition is required at the time of issuance of the permit.

62. It is the applicant's responsibility to notify all utility companies and the City of Placentia for disconnection and removal of the existing utilities, vaults and meters. It is also the applicant's responsibility to insure applicant notifies the Building Inspection Division that these utilities have been properly disconnected.

63. Provide an erosion control, Storm Water Pollution Prevention Plans (SWPPP) for protection of the site during and post demolition and excavation activities.

ORANGE COUNTY FIRE AUTHORITY

64. Prior to approval of a rough grading permit or any building permit:

    a. Complete Methane investigation, and if applicable, mitigation (service codes PR172-PR176); and

    b. Obtain approval of a Fire master plan (service code PR145)

65. Prior to issuance of a building permit, the applicant shall submit plans addressing the following items for review and approval of their respective portion:

    a. Underground piping for private hydrants and fire sprinkler systems (service code PR470-PR475); and

    b. fire sprinkler system (service codes PR400-PR465).

66. Prior to concealing interior construction, the applicant shall submit plans addressing the following items for review and approval:

    a. Fire alarm system.

RESOLUTION NO. PC-2019-18

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF PLACENTIA RECOMMENDING TO THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, APPROVAL OF TENTATIVE TRACT MAP (TTM) NO. 19014 FOR THE SUBDIVISION OF 26 RESIDENTIAL TOWNHOME UNITS FOR CONDOMINIUM PURPOSES ON A 1.3-ACRE UNIMPROVED, VACANT LOT LOCATED WITHIN THE HIGH DENSITY RESIDENTIAL (R-3) ZONING DISTRICT AND SITED ON PROPERTY AT THE NORTHSIDE OF GOLDEN AVENUE, WEST OF IMPERIAL HIGHWAY.

A. Recitals.

WHEREAS, On November 12, 2019, the Planning Commission of the City of Placentia conducted, and concluded, a duly noticed public hearing, as required by law, recommending to the City Council of the City of Placentia, approval of Tentative Tract Map (TTM) 19014 for the project located at the northside of Golden Avenue, west of Imperial Highway.

WHEREAS, The Planning Commission heard testimony, received a report and other relevant information from City staff and members of the public regarding Brandywine Homes', c/o Angela Meyer, application for a Tentative Tract Map.

WHEREAS, All legal prerequisites to the adoption of this Resolution have occurred.

B. Resolution.

NOW, THEREFORE, the Planning Commission of the City of Placentia recommends to the City Council the following:

Section 1. The Commission hereby specifically finds that all of the facts set forth in the Recitals, Part A, of this Resolution are true and correct.

Section 2. Based upon substantial evidence presented to this Commission during the public hearing conducted with regard to the Application, including written staff reports, verbal testimony and development plans, this Commission hereby specifically finds as follows:

a. The proposed project will not be: (1) detrimental to the health, safety or general welfare of the persons residing or working within the neighborhood of the proposed development or within the city, or (2) injurious to the property or improvements within the neighborhood or within the city. Subject to compliance with the attached Conditions of Approval set forth in Attachment "A" of this Resolution and by this reference incorporated herein and Standard Development Requirements, the

project complies with all applicable code requirements and development standards of the High Density Residential (R-3) Zoning District and Title 22, and with other applicable regulations of the Placentia Municipal Code (PMC).

b. The proposed use is consistent with the City's General Plan. The General Plan Land Use designation for the subject site is "High Density Residential", and the proposed use does not involve any change in the land use of the subject site. The proposed project involves the development of six, three-story, multi-family buildings consisting of a total of 26 residential town home units.

c. The proposed project as presented in the staff report and accompanying plans complies with all requirements of Chapter 23.21, "R-3"-High Density Multiple-Family District, of the PMC. City Staff carefully examined the proposed development against the applicable development regulations prescribed in Title 23 (Zoning Ordinance), and determined it to be in substantial compliance. The proposed Development includes Conditions of Approval and Standard Development Requirements to ensure full compliance with applicable code requirements.

d. Conditions necessary to secure the purposes of this section, including guarantees and evidence of compliance with conditions are made part of this development approval. Attachment "A" contain Conditions of Approval and Standard Development requirements specific to this development application in order to provide assurances that the proposed construction of the residential development project and related on and off-site improvements are in compliance with applicable requirements of the PMC.

e. That the proposed map is consistent with the General Plan. The proposed Tentative Tract Map is to support the construction of six, three-story, multi-family buildings consisting of a total of 26 residential town home units on the site. The proposed residential development is consistent with all polices, programs, and goals of the General Plan.

f. That the site is physically suitable for the type of development. The subject site is a 1.3-acre area, which has been designed to accommodate the development, as well as sufficient parking and landscaping. Based on this, the subject site is adequate to accommodate the proposed residential development.

g. That the design of the subdivision or type of improvements is not likely to cause serious public health problems. The proposed subdivision is to allow the formation of 26 residential condominium units within the City of Placentia that will accommodate six residential townhome buildings.

h. That the design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision. As part of the review of the application, an extensive record research was completed. Additionally, the application submitted a

preliminary title report with their application. Although easements have been found, they are mostly for utility access only. All of the easements will be protected in place and will not be altered by the construction of the project.

i. That the design of the subdivision or the proposed improvements is not likely to cause substantial environmental damage or substantially and avoidably injure wildlife or their habitat. The subject site is an underutilized and unimproved property that only has limited vegetation. There are no known areas within the City that host wildlife or their habitat, most particularly species.

j. The intent of the R-3 zone is to stabilize and maintain the residential character of the district for high density apartment living . The proposed project will create a new multi-family residential development. The applicant has designed the residential development in a manner that accomplishes all of the goals of the General Plan and Zoning Code, while avoiding significant impacts to the neighboring properties by utilizing proper site design, good architecture, and providing appropriate areas of open space. Furthermore, the proposed design will enhance the streetscape, thus providing a pleasing aspect to those driving along Golden Avenue.

k. The proposed development's site plan and its design features, including architecture and landscaping, will integrate harmoniously with and enhance the character and design of the site, the immediate neighborhood, and the surrounding areas of the City. Currently the site is underutilized undeveloped site.

Section 3. The Planning Commission hereby recommends: (a). The City Council of the City of Placentia find that Notice Of Exemption, adopted with respect to the project was prepared in compliance with the California Environmental Quality Act ("CEQA"), California Public Resources Code §§ 21000, *et seq.,* the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, §§ 15332, In-Fill Development Projects, *et seq.,* and the Environmental Guidelines of the City of Placentia and that the Council review and consider the information contained in said Notice Of Exemption with respect to the Application;

(a). The City Council find and determine that, based upon the findings set forth below, and changes and alterations which have been incorporated into and conditioned upon the proposed project, no significant adverse environmental effects will occur; and

(b). The City Council find that facts supporting the above-specified findings are contained in the staff report and exhibits, and the information provided during the public hearing conducted with respect to the Application.

Section 4. Based upon the findings and conclusions set forth herein, this Planning Commission hereby recommends that City Council approve Tentative Tract Map 19014, as modified herein, and specifically subject to the conditions set forth in Attachment "A" attached hereto and by this reference incorporated herein.

Section 5. The Secretary to the Planning Commission shall:

a. Certify to the adoption of this Resolution; and

b. Forthwith transmit a certified copy of this Resolution, by certified mail, to the Applicant at the address of record set forth in the Application.

ADOPTED AND APPROVED THIS 12TH DAY OF NOVEMBER 2019.

CHRISTINE J. SCHAEFER, CHAIR

I, Joseph M. Lambert, Secretary to the Planning Commission of the City of Placentia, do hereby certify that the foregoing Resolution was introduced at a regular meeting of the Planning Commission of the City of Placentia held on the 12th day of November, 2019, and was passed at this regular meeting of the Planning Commission of the City of Placentia held on the 12th day of November, 2019, by the following vote:

AYES:	COMMISSION MEMBERS:
NOES:	COMMISSION MEMBERS:
ABSENT:	COMMISSION MEMBERS:
ABSTAINED:	COMMISSION MEMBERS:

ATTEST:

JOSEPH M. LAMBERT,
SECRETARY TO THE PLANNING COMMISSION

APPROVED AS TO FORM:

TOM DUARTE
ASSISTANT CITY ATTORNEY

Attachment A: Conditions of Approval for Tentative Tract Map No. 19014

Attachment "A"
Special Conditions of Approval for
Tentative Tract Map No. (TTM) 19014
Northside of Golden Avenue, west of Imperial Highway

SPECIAL CONDITIONS

If the above referenced application is approved, applicant and/or property owner shall comply with the Special Conditions listed below and the Standard Development Requirements attached.

ALL OF THE FOLLOWING SPECIAL CONDITIONS OF APPROVAL AND STANDARD DEVELOPMENT REQUIREMENTS SHALL BE FULLY COMPLIED WITH FOR THE DEVELOPMENT PLAN REVIEW TO CONTINUE IN GOOD STANDING.

DEVELOPMENT SERVICES DEPARTMENT – PLANNING DIVISION:

1. Failure to abide by and faithfully comply with any and all conditions attached to this action shall constitute grounds for revocation or amendment of said actions by the City of Placentia Planning Commission.

2. The applicant shall, as a condition of project approval, at its sole expense, defend, indemnify and hold harmless the City, its officers, employees, agents and consultants from any claim, action, proceeding, liability or judgment against the City, its officers, employees, agents and/or consultants, which action seeks to set aside, void, annul or otherwise challenge any approval by the City Council, Planning Commission, or other City decision-making body or City staff action concerning applicant's project. The applicant shall pay the City's defense costs, including attorney fees and all other litigation-related expenses, and shall reimburse the City for any and all court costs, which the City may be required to pay as a result of such defense. The applicant shall further pay any adverse financial award which may issue against the City including but not limited to any award of attorney fees to a party challenging such project approval. The City shall retain the right to select its counsel of choice in any action referred to herein. The City agrees to promptly notify the applicant of any such claim filed against the City and to fully cooperate in the defense of any such action.

3. Approval of Tentative Tract Map (TTM) 19014 and the final map is contingent upon City Council Approval.

4. TTM 19014 shall expire twenty-four (24) months after approval or conditional approval if a final map is not recorded. Upon written request, by the developer, the time limit may be extended an additional twelve (12) months by City Council.

5. A final map shall be prepared by or under the direction of a registered Civil engineer or licensed land surveyor in the State, as provided for in the Business and Professions Code.

6. TTM 19014 shall comply with the applicable requirements of Title 22 Subdivisions of the Placentia Municipal Code.

7. Any modifications to the approved floor plan/site plan and any modifications which will change, expand or intensify the use shall be subject to review and approval by the Director of Development Services. The Director of Development Services or his or her designee may determine if such modifications require approval by the Placentia Planning Commission or may be approved administratively by City staff.

8. Prior to final release of the residential units for occupancy, all Special Conditions of Approval and Standard Development Requirements shall have been completed and final inspections approved for their respective portion.

9. Applicant/builder is responsible, at its sole cost and expense, to cause all cable, telephone, electrical, and other utility services serving the property to be placed underground within the subject site. Prior to the issuance of building permits, Applicant/builder shall submit a separate utility plan for each such utility service. The utility plan shall indicate the precise location of where all cable, telephone, electrical, and other utility services serving the property will be placed underground within the subject site, as well as the points of connection at the proposed building or buildings on the site and the public right-of-way. Prior to the submittal of the utility plans to the City, the plans shall be reviewed and approved by the utility companies. Evidence of approvals shall be in the form of a signed and dated approval stamp and/or approval letter. If the precise locations of future utility services cannot be reasonably ascertained prior to the issuance of building permits, upon prior written approval of the Director of Development Services, prior to issuance of a certificate of occupancy. Applicant/builder shall provide the City with "as built" plans showing the precise locations where all cable, telephone, electrical, and other utility services serving the property were placed underground within the subject site, as well as the points of connection at the building or buildings on the site and the public right-of-way.

10. The final action of Tentative Tract Map (TTM) No. 19014 shall be contingent upon final approval of Development Plan Review (DPR) No. 2019-02 and Use Permit (UP) No. 2019-03. In the event the TTM is denied, approval of any of the aforementioned entitlements shall be deemed to be null and void.

11. Comply with all applicable conditions of approval of DPR 2019-02 and UP 2019-03.

PUBLIC WORKS – ENGINEERING DIVISION:

12. Prior to recordation of the final map, the public improvement plans as required shall be prepared and signed by the City Engineer.

Final Map

13. Applicant shall provide a quitclaim or relocation of any easement(s) that affects the proposed development.

14. The applicant shall prepare and submit a preliminary title report no older than 90 days.

15. Prior to approval of the Final Map, pursuant to the Subdivision Improvement Agreement for Public Improvements and survey Monumentation, the developer shall provide security in an amount specified in writing by the Registered Civil Engineer or a Licensed Land Surveyor of record. The developer shall enter into an agreement providing for the necessary right-of-way, design and construction of missing public improvements, which shall be constructed in coordination with adjacent existing improvements prior to occupancy of the development and subject to review and approval by the City Engineer.

16. The applicant shall establish a Homeowner's association (HOA) for the purpose of maintaining all private access, common lots, onsite fire hydrant, common sewer line, WQMP, LIP, open space, storm drainage and emergency opening of security gate. The association is subject to the review and approval of the Director of Public Works and City Attorney and shall be recorded concurrently with the final map.

17. Prior to the exoneration of any security, the applicant shall submit one (1) duplicate Mylar of the final map and all as built public improvement plans, in a manner acceptable to the City Engineer. The computer analysis may be submitted on a CD with a proper labeled.



Perspective

SHEET INDEX

0.1 Cover Sheet

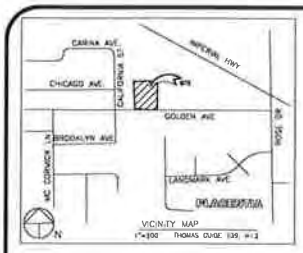
Civil
Tentative Tract
Conceptual Grading

Landscape
L1 Schematic Landscape Plan
L2 Schematic Enlargement Plan- Open Space Areas
L3 Schematic Wall & Fence Plan
L4 Schematic Planting Plan
L5 Schematic Trash Circulation Plan

Architecture
A1.0 Site Plan
A1.1 Open Space Exhibit
A1.2 Building Coverage Exhibit
A2.0 Building A Elevations
A2.1 Building B Elevations
A2.2 Building C Elevations
A3.0 Building A Floor Plans
A3.1 Building B Floor Plans
A3.2 Building C Floor Plans
A5.0 Plan 1 Unit Plans
A5.1 Plan 2A Unit Plans
A5.2 Plan 2B Unit Plans
A6.0 Perspectives
A6.1 Details

TENTATIVE TRACT NO. 19014
FOR CONDOMINIUM PURPOSES

IN THE CITY OF PLACENTIA, COUNTY OF ORANGE, STATE OF CALIFORNIA
BEING A SUBDIVISION OF LOT 2 OF TRACT NO. 17489, AS PER MAP FILED IN BOOK 923, PAGES 44 THROUGH 47, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.



LEGAL DESCRIPTION:

REAL PROPERTY IN THE CITY OF PLACENTIA, COUNTY OF ORANGE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

LOT 2 OF TRACT NO. 17489, IN THE CITY OF PLACENTIA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 923, PAGES 44 AND 47 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.
APN: 339-021-12

EXISTING EASEMENTS:

FIRST AMERICAN TITLE
Order Number: 8815C-5815958 (C)

(E) AN EASEMENT IN FAVOR OF THE YORBA LINDA WATER COMPANY FOR PIPELINES AND INCIDENTAL PURPOSES, RECORDED NOVEMBER 7, 1911 IN BOOK 693, PAGE 391 OF DEEDS.
(PLOTTED HEREON)

(S) COVENANTS CONDITIONS RESTRICTIONS AND EASEMENTS IN A DOCUMENT RECORDED SEPTEMBER 3 1912 IN BOOK 243 PAGE 98 OF DEEDS.
(BLANKET IN NATURE - NOT PLOTTED HEREON)

(L) AN EASEMENT IN FAVOR OF UNION OIL COMPANY OF CALIFORNIA FOR PIPELINE AND INCIDENTAL PURPOSES RECORDED OCTOBER 1 1923 IN BOOK 494 PAGE 166 OF DEEDS.
(PLOTTED HEREON)

(T) AN EASEMENT IN FAVOR OF THE CITY OF PLACENTIA SUCCESSOR BY MERGER TO THE COUNTY OF ORANGE FOR THE RIGHT TO ERECT, CONSTRUCT, AND MAINTAIN CHUTE TOWER, ETC AND INCIDENTAL PURPOSES, RECORDED AUGUST 29 1930 IN BOOK 584 PAGE 78 OF OFFICIAL RECORDS
(PLOTTED HEREON)

(A) THE EFFECT OF A MAP PURPORTING TO SHOW THE LAND AND OTHER PROPERTY, FILED IN BOOK 1A, PAGE 21 OF RECORD OF SURVEYS.
(BLANKET IN NATURE, VARIOUS COURSE AND DISTANCES OF SAID RECORD OF SURVEY ARE REFERENCED HEREON.)

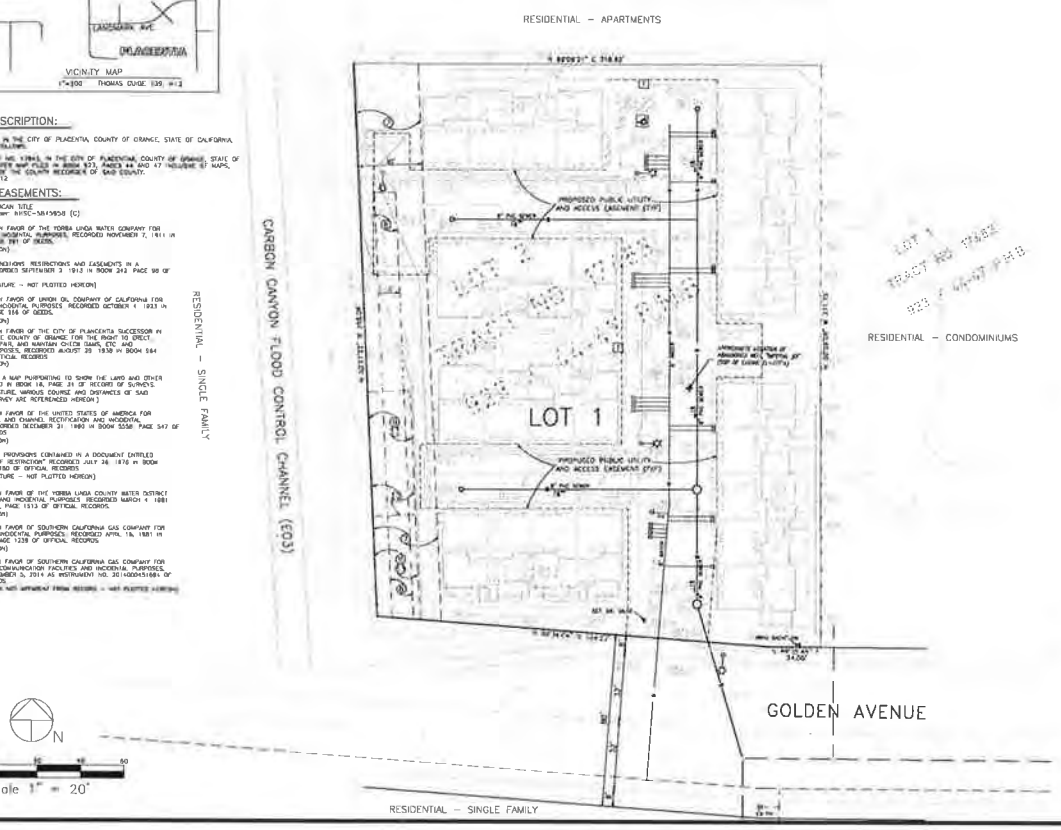
(U) AN EASEMENT IN FAVOR OF THE UNITED STATES OF AMERICA FOR FLOOD CONTROL AND CHANNEL RECTIFICATION AND INCIDENTAL PURPOSES, RECORDED DECEMBER 31, 1980 IN BOOK 5558, PAGE 547 OF OFFICIAL RECORDS
(PLOTTED HEREON)

(V) THE TERMS AND PROVISIONS CONTAINED IN A DOCUMENT ENTITLED "DECLARATION OF RESTRICTION" RECORDED JULY 26, 1976 IN BOOK 11813, PAGE 1480 OF OFFICIAL RECORDS
(BLANKET IN NATURE - NOT PLOTTED HEREON)

(W) AN EASEMENT IN FAVOR OF THE YORBA LINDA COUNTY WATER DISTRICT FOR PIPELINES AND INCIDENTAL PURPOSES RECORDED MARCH 4 1981 IN BOOK 13868, PAGE 1313 OF OFFICIAL RECORDS.
(PLOTTED HEREON)

(X) AN EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA GAS COMPANY FOR PIPELINES AND INCIDENTAL PURPOSES, RECORDED APRIL 16, 1981 IN BOOK 14022, PAGE 1239 OF OFFICIAL RECORDS
(PLOTTED HEREON)

(Y) AN EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA GAS COMPANY FOR PIPELINES AND COMMUNICATION FACILITIES AND INCIDENTAL PURPOSES, RECORDED NOVEMBER 3, 2014 AS INSTRUMENT NO. 20140551684 OF OFFICIAL RECORDS.
(LIMIT: LOCATION NOT DIFFERENT FROM RECORD - NOT PLOTTED HEREON)



GENERAL NOTES

1. EXISTING LAND USE: HIGH DENSITY RESIDENTIAL
2. PROPOSED LAND USE: 26 RESIDENTIAL CONDOMINIUMS
3. EXISTING ZONING: R-3
4. WATER SERVICE PROVIDED BY: YORBA LINDA WATER DISTRICT
5. SEWER SERVICE PROVIDED BY YORBA LINDA WATER DISTRICT
6. ALL PROPOSED UTILITIES ARE TO BE UNDERGROUND (OTHER THAN FOR TEMPORARY CONSTRUCTION PURPOSES)
7. ELECTRIC SERVICE PROVIDED BY: SOUTHERN CALIFORNIA EDISON
8. GAS SERVICE PROVIDED BY: SOCAL GAS CO
9. TELEPHONE SERVICE PROVIDED BY: AT&T
10. CABLE TELEVISION PROVIDED BY: CHARTER COMMUNICATIONS
11. PROJECT IS WITHIN THE PLACENTIA – YORBA LINDA UNIFIED SCHOOL DISTRICT
12. STREET IMPROVEMENTS SHOWN HEREON SHALL MEET THE REQUIREMENTS OF THE CITY OF PLACENTIA.
13. ALL LOTS SHALL BE HOMEOWNER OR HOMEOWNER ASSOCIATION MAINTAINED
14. PROPERTY IS LOCATED within FLOOD ZONE "X", (AREA OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN) PER FIRM PANEL 06059C0061J DATED DECEMBER 3 2009
15. ASSESSOR'S PARCEL NUMBER: 339-021-12
16. PARKING PROVIDED: 52 ENCLOSED (2 PER UNIT IN GARAGE) 8 GUEST + 1 GUEST (ACCESSIBLE)

DEVELOPER:

BRANDYWINE HOMES
18360 ASTON
IRVINE, CALIFORNIA 92606
(949) 296-2400
ATTENTION: MS ANGELA MEYER

PROPOSED LOT AREA:

LOT	GROSS & NET AREA (SF)	(AC)
1	56,581	1.30

DENSITY CALCULATIONS:

PROPOSED CONDOMINIUMS:	26 UNITS
NET AREA:	1.30 AC
PROPOSED DENSITY:	20.0 DU/AC

PROPERTY ADDRESS:

1248 GOLDEN AVENUE
PLACENTIA, CA 92870

STATEMENT OF OWNERSHIP:

WE, THE UNDERSIGNED, DO HEREBY STATE THAT WE ARE THE RECORD OWNERS OF THE PROPERTY COMPRISING THIS VESTING TENTATIVE TRACT MAP AND THAT WE HAVE CONSENTED TO THE FILING OF SAID MAP.

JONES IMPERIAL #2, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY
417 PALMER AVENUE
APTOS, CA 95003
(831) 662-0888

BY: _____ DATE: _____
CARY SCHILLING

PREPARED BY:

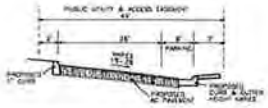


SCALE: 1" = 20'
DATE: 8/26/19
GROSS AREA: ± 1.30 AC
CONTOUR: 1'
TOTAL LOTS: 1 NUMBERED
0 LETTERED

TENTATIVE TRACT NO. 19014



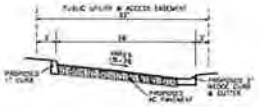
TYPICAL PRIVATE DRIVEWAY
SECTION SECTION A-A N.T.S.



TYPICAL PRIVATE DRIVEWAY
SECTION B-B N.T.S.



TYPICAL PRIVATE DRIVEWAY
SECTION SECTION C-E N.T.S.



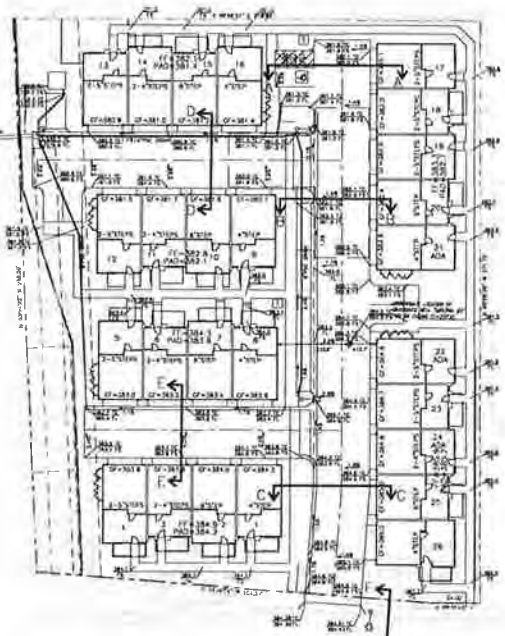
TYPICAL PRIVATE DRIVEWAY
SECTION SECTION D-D N.T.S.



TYPICAL PRIVATE DRIVEWAY
SECTION SECTION E-E N.T.S.



GOLDEN AVENUE
SECTION SECTION F-F N.T.S.



LEGEND:

	TENTATIVE TRACT BOUNDARY
FF= 207.50	FINISHED FLOOR ELEVATION
PAD= 206.8	PROPOSED PAD ELEVATION
	EXISTING SEWER
	EXISTING WATER
	EXISTING STREET LIGHT
	PROPOSED SEWER LINE
	PROPOSED WATER LINE
	PROPOSED FIRE LINE
	EXISTING FIRE HYDRANT
	PROPOSED FIRE HYDRANT
	PROPOSED STREET LIGHT
TC	TOP OF CURB ELEVATION
FL	FLOW LINE ELEVATION
FS	FINISHED SURFACE ELEVATION
1	PROPOSED LOT NUMBER
RW	RETAINING WALL HEIGHT

N

20 0 20 40 80

Scale 1" = 20'

Mark Short 8/26/19

SCALE	1" = 20'
DATE:	8/26/19
GROSS AREA:	±1.30 AC
CONTOUR:	1'
TOTAL LOTS:	1 NUMBERED 0 LETTERED

CONCEPTUAL GRADING TENTATIVE TRACT NO. 19014

SHEET 2 OF 2









LEGEND

1. Central community green space area with shade structure & freestanding BBQ & picnic table for small social events and group gatherings, see sheet L-2 Enlargement.
2. Two community cluster mailboxes per USPS review and approval.
3. Proposed wall, pilaster, gate or fence, per Wall & Fence Plan.
4. 4' wide community natural colored concrete sidewalk, with light broom finish.
5. Accessible parking stall and striping per Civil plans.
6. Guest parking stall.
7. Natural colored concrete driveway, with light broom finish.
8. Private concrete patio / yard area, homeowner maintained.
9. Common area landscape, builder installed and HOA maintained.
10. Property line.
11. Public street R.O.W.
12. Public street sidewalk, per Civil plans.
13. Transformer to be screened with landscape, quantity and final locations to be determined.
14. Proposed trees per sheet L-3 (Planting plan).
15. Stamped colored concrete.
16. Existing channel maintenance access road.
17. Enhanced paving areas at drive alley ends for additional activities for community residents, see sheet L-2 Enlargement.



Conceptual images (provided herein are subject to change)

Schematic Landscape Plan

Brandywine Homes

2nd City Submittal | Project No. BH18-D | Date: Aug. 29, 2019 | L-1

1049 Golden Avenue - Placentia, CA



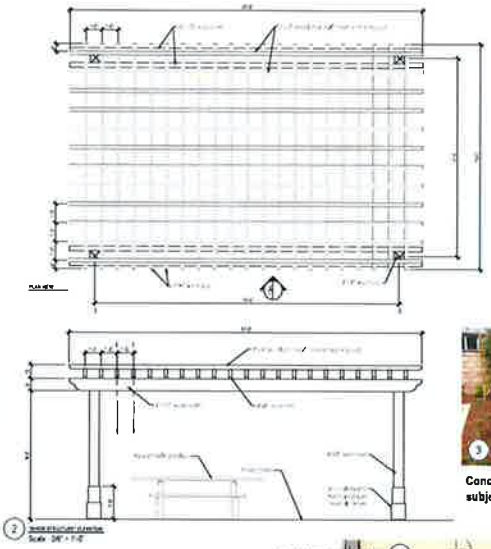




Conceptual Images (provided herein are subject to change)



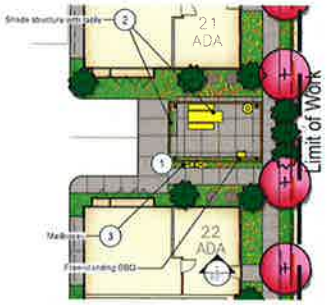
Plan View - Drive Alley Ends







Conceptual Images (provided herein are subject to change)



Plan View - Pocket Park

Schematic Enlargement Plan - Open Space Areas

Brandywine Homes

2nd City Submittal | Project No. BH18-0 | Date: Aug. 28, 2018

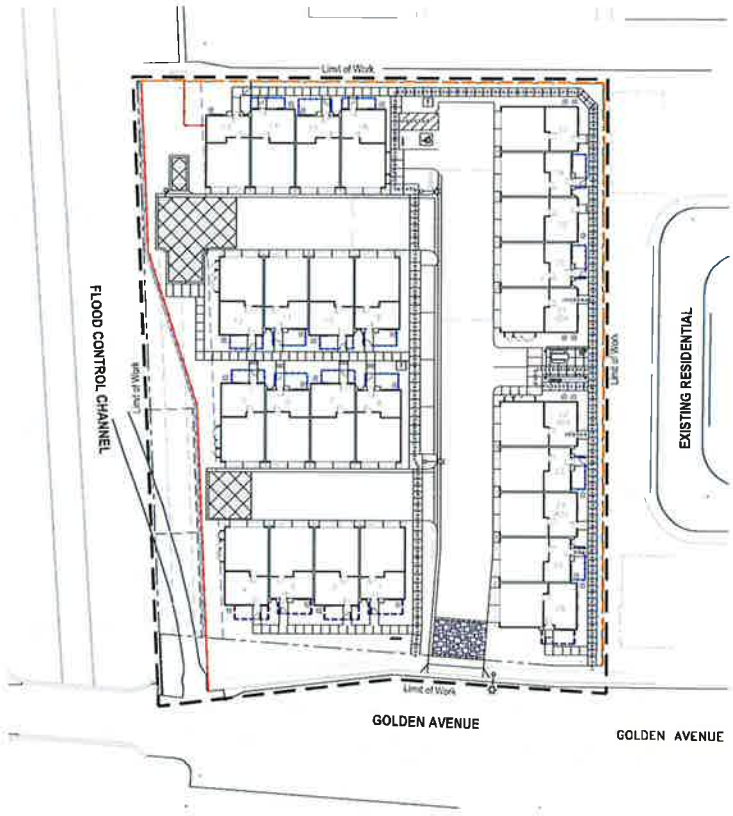
L-2

1049 Golden Avenue - Placentia, CA









WALL LEGEND

1. Existing 6' min. (varying ht.) property line precision CMU wall, protect in place (if new property line walls are needed, split-face CMU in matching color will be used).
2. 3'-0" High stucco over CMU wall, with flat stucco cap.
3. 6'-0" High tube steel patio fence (black paint color).
4. 5'-0" High tube steel fence (black paint color).
5. Retaining Verdura block wall (tan color to match existing wall).
6. 3'-0" High metal patio gates (black paint color).
7. 3'-0" High stucco over CMU sign wall, with stucco or precast cap.

ADA Path of Travel





Schematic Wall & Fence Plan

Brandywine Homes

2nd City Submittal | Project No.: BH18-0 | Date: Aug. 28, 2018

L-3

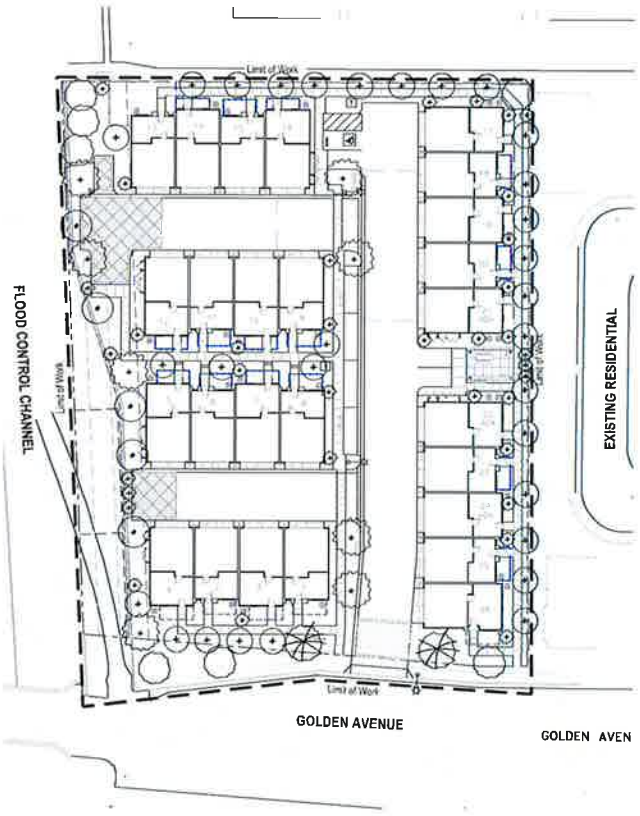
1049 Golden Avenue - Placentia, CA

SHRUBS and GROUND COVER

Anigozanthos	Kangaroo Paw
Agave sp	Agave
Aloe sp.	Aloe
Bougainvillea sp.	Bougainvillea
Callistemon citrinus 'Little John'	Dwarf Bottlebrush
Carex	Sedges
Carissa m. 'Green Carpet'	Dwarf Natal Plum
Chamaerops humilis	Mediterranean Fan Palm
Cordyline 'Pink Passion'	Pink Passion Dracaena Palm
Dasylirion longissimum	Mexican Grass Tree
Delosperma cooperi	Trailing Ice Plant
Dianella revoluta 'Little Rev'	Little Rev ™ Flax Lily
Iris sp	Iris
Kalanchoe thyrsiflora	Flapjack Paddle Plant
Lavandula stoechas 'Larkman Hazel	Hazel ™ Spanish Lavender
Ligustrum japonicum 'Texanum'	Japanese Privet
Nassella pulchra	Purple Needlegrass
Muhlenbergia rigens	Deer Grass
Rhaphiolepis indica 'Clara'	Indie Hawthorn
Rosmarinus p. 'Huntington Carpet'	Groundcover / Prostrate Rosemary
Trachelospermum jasminoides	Star Jasmine
Westringia sp	Westringia
Xylosma congestum 'Compact'	Compact Xylosma
Yucca gloriosa	Spanish Dagger

VINES & ESPALIERS

Bougainvillea 'Monka' (Do-La-La® Bougainvillea)	Bougainvillea
Macfadyena unguis-cati	Cat's Claw Vine



PLANTING LEGEND

Symbol	Type/Form	Suggestions	Trunk	Size	Water Use	Qty
	TREES	Botanical Name (Common Name)				
	Focal	Acacia stenophylla (Shoestring Acacia)	Single	36" Box	Low	7
	Evergreen Flowering	Arbutus unedo (Strawberry Tree)	Multi	24" Box	Low	30
	Street	Tristania conferta (Brisbane Box)	Single	24" Box	Moderate	8
	Medium	Rhus lancea (African Sumac)	Single	24" Box	Low	6
	Medium Screen	Geyera parviflora (Australian Willow)	Single	15 gal	Moderate	10
	Columnar	Cupressus sempervirens (Italian Cypress)	Single	15 gal	Low	36
					Total	97

NOTES:
1. Irrigation (including spray and/or drip) will be provided in the Construction Document phase, and to be installed per local California water regulations (AB1881) and any City water conservation ordinances/standards.
2. Transformers, back flow preventers & other above ground utilities to be screened with landscape as per current per local codes & regulations.
3. Landscape lighting (landscape uplights, pathlights/bollards, etc.) to be coordinated with Electrical Engineer in future phase.
4. The plant palette listed provides a list of plant material to select from when preparing final landscape construction documents for this project. However, substitutions may be required due to availability, soils tests, or other conditions.
5. All trees within 5' of hardscape to be installed with root barriers.

Schematic Planting Plan

Brandywine Homes

2nd City Submittal | Project No. BH180 | Date: Aug. 28, 2018 | L-4

1049 Golden Avenue - Placentia, CA



LEGEND

- Regular trash bin
- Recycle bin
- Trash hauler path of travel. (Backing up into one small lane would be required)

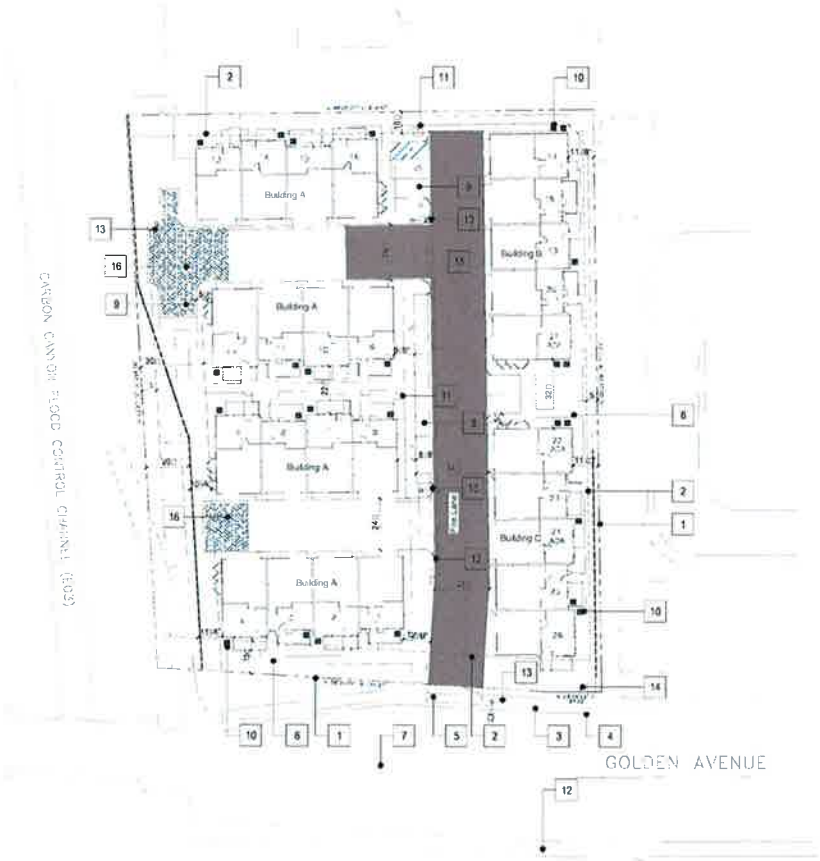
Green Waste would be disposed of by HOA Landscape Contractor

Schematic Trash Circulation Plan

Brandywine Homes

L-5

1049 Golden Avenue - Placentia, CA



Site Summary

Gross Site Area:	1.30 Acres
Dwelling Units:	26 Units
Gross Density:	20.0 DU/AC

Plan	Type	Area	#
1	3 bd/2.5 ba, Side by Side Garage	1,530 sf	12
2A	4 bd/3.5 ba, Side by Side Garage	1,740 sf	13
2B	4 bd/3.5 ba, Side by Side Garage	1,755 sf	1
Total Units			26

Parking Required

Resident: 2.0 x 26	52 Spaces
Guest: 0.3 x 26	8 Spaces
Spaces Required: 2.3/unit	60 Spaces

Parking Provided

Private Garages:	52 Spaces
Open Parking:	11 Spaces
Spaces provided: 2.3/unit	63 Spaces

Open Space Summary

Open Space Required:	
200 sf x 26 units:	5,200 sf
Open Space Provided:	15,395 sf

Development Standards Summary

Standard	Required	Provided
Front Setback	15' Min.	15' Min.
Side Yard Setback	5' Min.	5' Min.
Rear Setback	10' Min.	10' Min.
Building to Building:	20' Min.	20' Min.
Building Street Coverage:	60% max. 33,949 sf	33,934 sf
Open Space:	200 sf/Unit	590 sf/Unit
Building Height:	35' Max.	±38'

LEGEND

1. Property Line
2. Building Setback
3. Curb
4. Gutter
5. Driveway Approach
6. Sidewalk
7. Street Centerline
8. Parallel Parking Space - 8'x22'
9. Perpendicular Parking Space - 9'x18'
10. AC condenser
11. Transformer
12. Fire Hydrant
13. Light Fixture
14. Backflow Device
15. Fire Turnaround
16. Enhanced Paving Activity Zone



Open Space Summary

	Required	Provided
	200sf x 26 units = 5,200 sf	15,993 sf
	50 sf Min	50 sf Min

Summary of Open Space Provided

Common Open Space	11,500 sf
Private Patios	2,425 sf

Private Balconies

Plan 1:	12 units x 79 sf	948 sf
Plan 2A:	13 units x 80 sf	1,040 sf
Plan 2B:	1 unit x 80 sf	80 sf

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PLACENTIA TOWNHOMES

CONCEPT DESIGN

OPEN SPACE EXHIBIT

A1.1



Building Coverage Summary

Maximum Building Coverage: 56,582 sf x 60% = 33,949 sf

Building Coverage Provided:

Building Footprint Area:	19,982 sf
Street Area (Excluding Activity Zone Pavers):	13,952 sf
Total Building Coverage:	33,934 sf = 60%
Activity Zone Paving Area:	2,025 sf

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PLACENTIA, CA

CONCEPT DESIGN
AUGUST 23, 2019

BUILDING COVERAGE EXHIBIT

A1.2



Facing Alley Left Elevation



Facing Golden Ave Front Elevation

Material Legend

1. S-Tile Roof
2. Stucco
3. Stucco Trim
4. Garage Doors
5. Wood Railing
6. Metal Railing
7. Corbels
8. Decorative Iron Work
9. Decorative Tile
10. Light Fixture
11. Vinyl Windows
12. Window Shutters
13. Gable Accents



Right Elevation



Rear Elevation

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PLACENTIA, CA #2019-0024

CONCEPT DESIGN
AUGUST 23, 2019

BUILDING ELEVATIONS
BUILDING A

A2.0



Left Elevation



Front Elevation

Material Legend

1. S-Tile Roof
2. Stucco
3. Stucco Trim
4. Garage Doors
5. Wood Railing
6. Metal Railing
7. Corbels
8. Decorative Iron Work
9. Decorative Tile
10. Light Fixture
11. Vinyl Windows
12. Window Shutters
13. Gable Accents



Right Elevation



Rear Elevation



Facing Golden Ave Left Elevation



Front Elevation

Material Legend

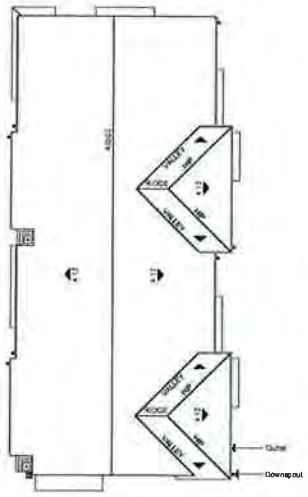
1. S-Tile Roof
2. Stucco
3. Stucco Trim
4. Garage Doors
5. Wood Railing
6. Metal Railing
7. Corbels
8. Decorative Iron Work
9. Decorative Tile
10. Light Fixture
11. Vinyl Windows
12. Window Shutters
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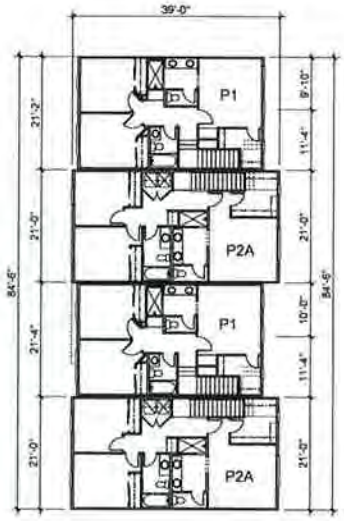
Right Elevation



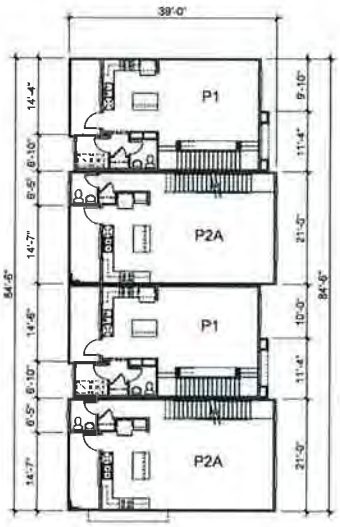
Rear Elevation



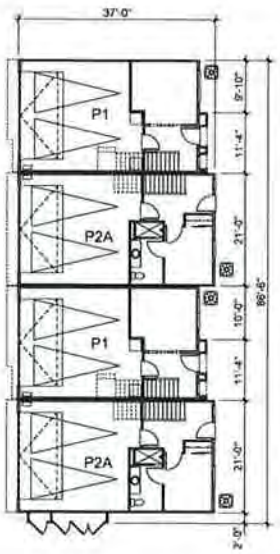
Roof Plan



Third Floor
3126 SQ FT



Second Floor
3189 SQ FT



First Floor
3083 SQ FT

Building A

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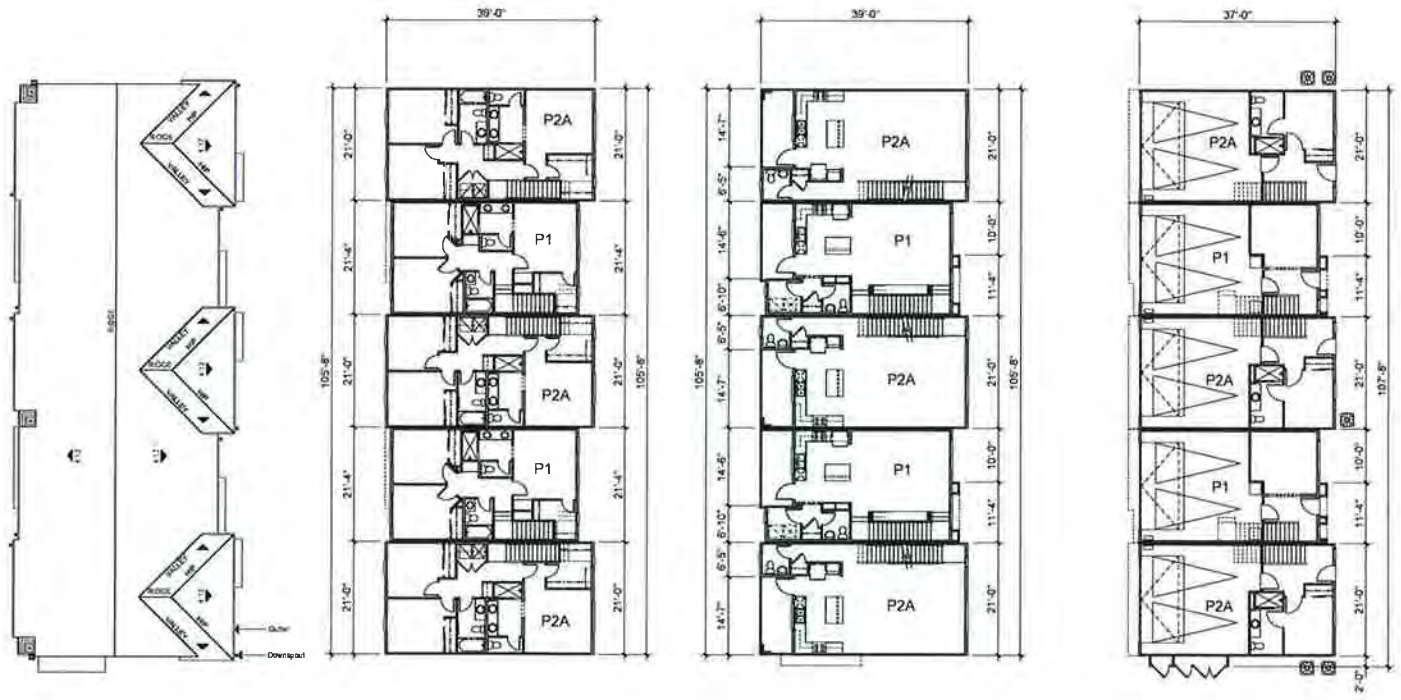
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PLACENTIA, CA

CONCEPT DESIGN
AUGUST 23 2019

BUILDING PLANS

A3.0



Roof Plan

Third Floor
3950 SQ. FT

Second Floor
4014 SQ. FT

First Floor
3845 SQ. FT

Building B

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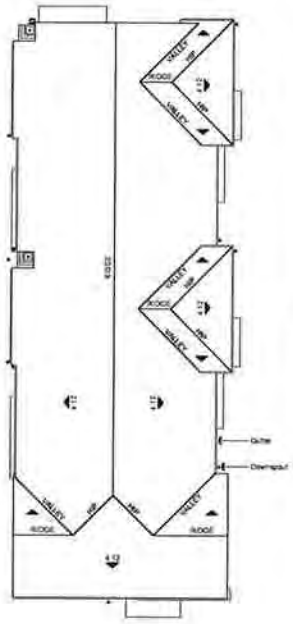
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PLACENTIA, CA #2019-0024

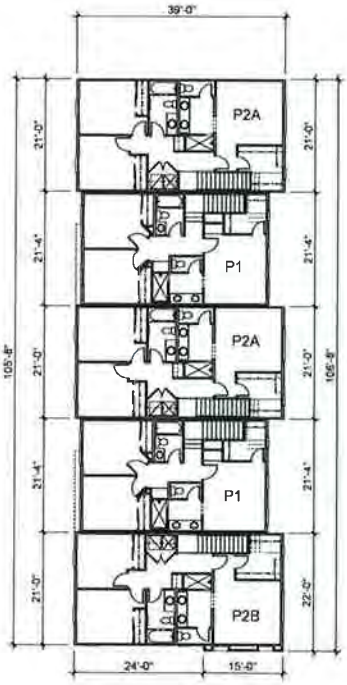
CONCEPT DESIGN
AUGUST 23, 2019

BUILDING PLANS
BUILDING B

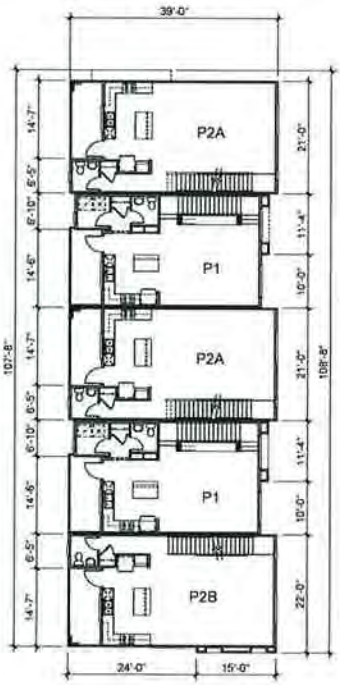
A3.1



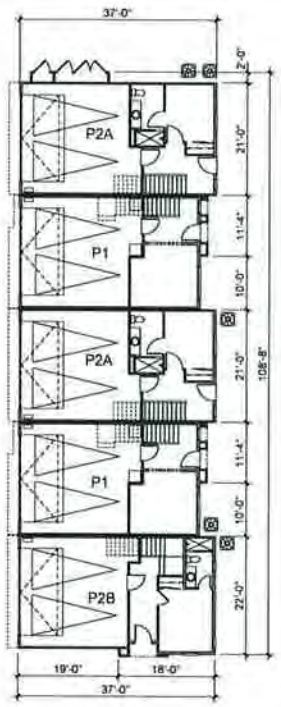
Roof Plan



Third Floor
3965 SQ. FT



Second Floor
4029 SQ. FT



First Floor
3863 SQ. FT

Building C

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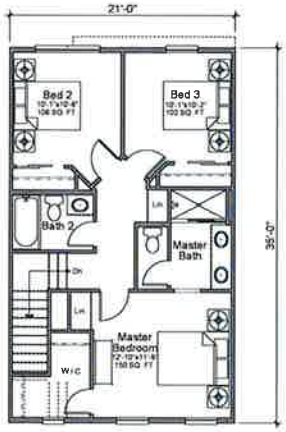
BRANDYWINE HOMES

PLACENTIA TOWNHOMES
PLACENTIA, CA

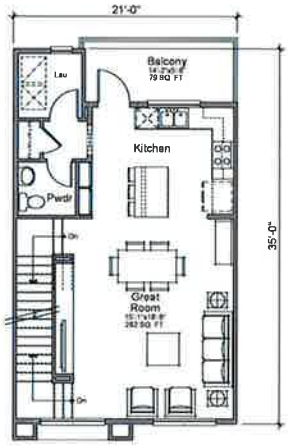
CONCEPT DESIGN
AUGUST 23 2018

BUILDING PLANS
BUILDING C

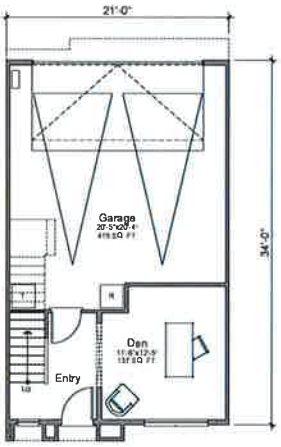
A3.2



Third Floor
644 SQ. FT.

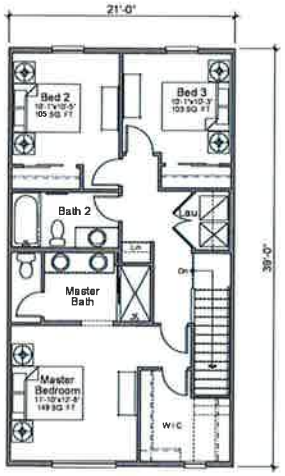


Second Floor
622 SQ. FT.

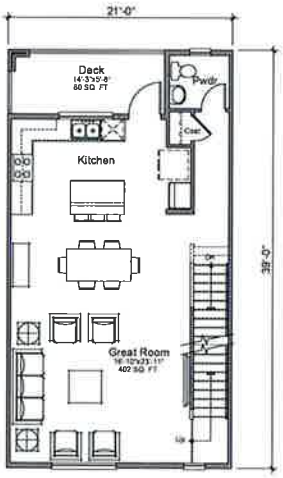


First Floor
264 SQ. FT.

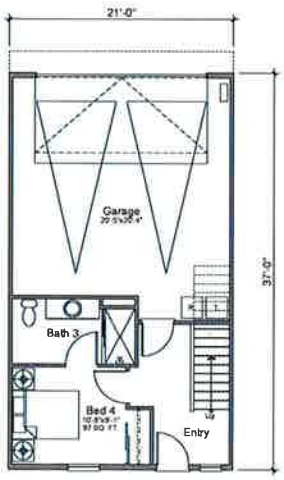
Plan 1
3 Bed, 2.5 Bath + Den
1,530 SQ. FT. Net
Private Open Space: 79 SQ. FT.



Third Floor
732 SQ. FT.

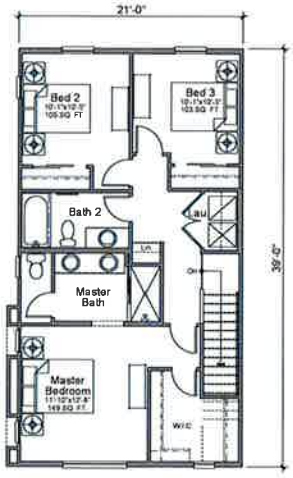


Second Floor
689 SQ. FT.

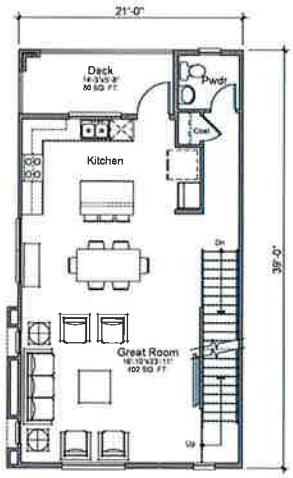


Accessible First Floor
319 SQ. FT.

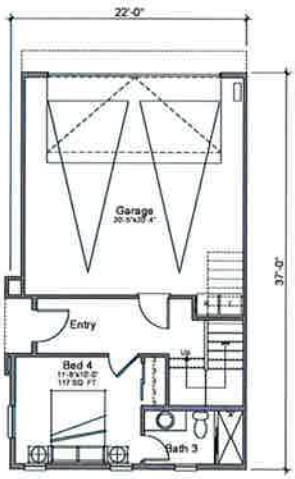
Plan 2A
4 Bed, 3.5 Bath
1,740 SQ. FT. Net
Private Open Space: 80 SQ. FT.



Third Floor
732 SQ. FT.



Second Floor
689 SQ. FT.



Side Entry First Floor
334 SQ. FT.

Plan 2B
4 Bed, 3.5 Bath
1,755 SQ. FT. Net
Private Open Space: 80 SQ. FT.



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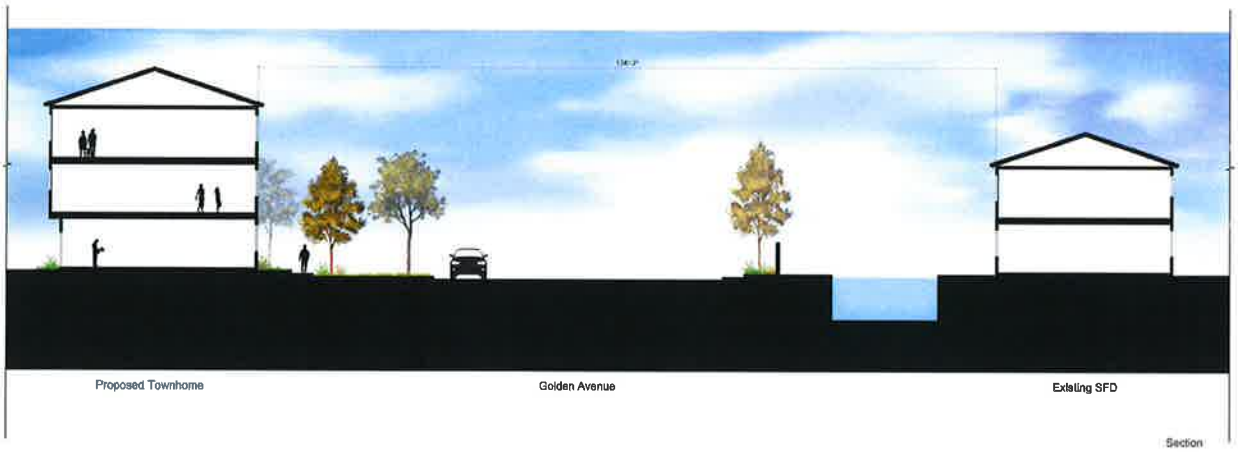
CONCEPT DESIGN
AUGUST 23, 2019

PERSPECTIVES
VIEW FROM GOLDEN AVENUE

A6.0




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Section



Gable Accent



Finial





Accent Tile Surround



Eave Detail



Window Trim and Shutters

Entry Trim



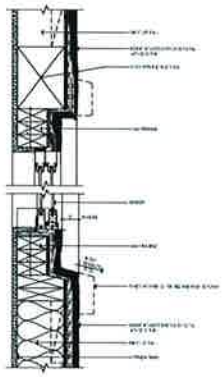
Decorative Metal Pot Shelf



Metal Railing Balcony



Entry Canopy



Typical Recessed Window



Wood Railing



Garage and Decorative Corbel

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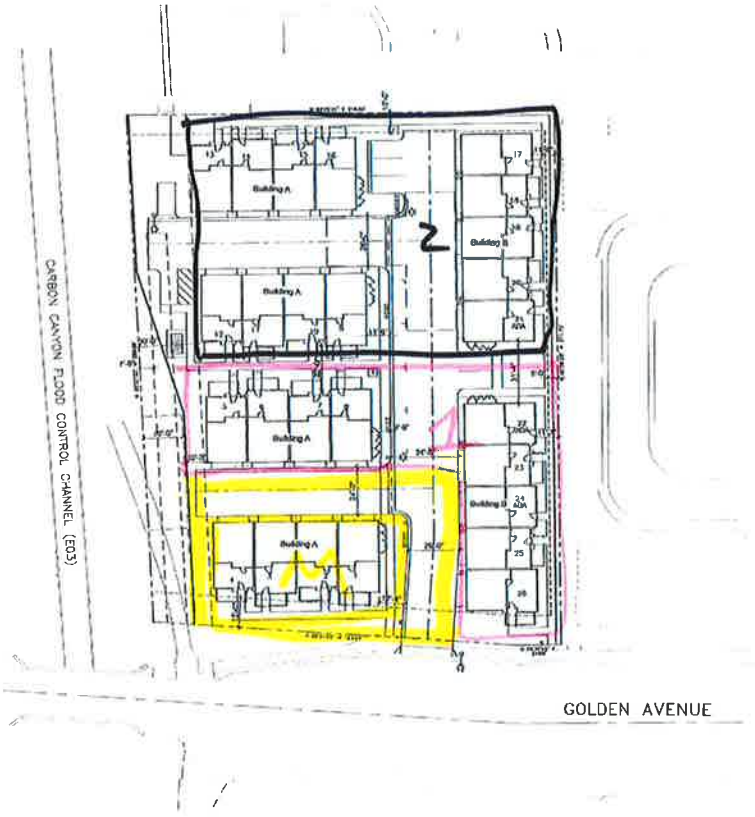
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PLACENTIA, CA

CONCEPT DESIGN

DETAILS

A6.1



Site Summary

Gross Site Area:	1.30 Acres
Dwelling Units:	26 Units
Gross Density:	20.0 DU/AC

Plan	Type	Area	#
2	3 bd/2.5 ba, Side by Side Garage	1,530 sf	12
3	4 bd/3.5 ba, Side by Side Garage	1,742 sf	14
Total Units			26

Parking Required

Resident: 26x2.0	52 Spaces
Guest: 26x0.3	8 Spaces
Spaces Required (2.3/unit)	60 Spaces

Parking Provided

Private Garages:	52 Spaces
Open Parking:	11 Spaces
Spaces provided (2.3/unit)	63 Spaces

Open Space Summary

Open Space Required:	
200 sf/Unit: 200x26	5,200 sf
Open Space Provided:	15,353 sf

Development Standards Summary

Standard	Required	Provided
Front Setback:	15' Min.	15' Min.
Side Yard Setback	5' Min.	5' Min.
Rear Setback:	10' Min.	10' Min.
Building to Building:	20' Min.	20' Min.
Building/Street Coverage:	60% max.(33,977 sf)	±36,000 sf
Open Space:	200 sf/Unit	590 sf/Unit
Building Height:	35' Max.	±38'

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PLANNING

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BRANDYWINE HOMES

PLACENTIA TOWNHOMES
PLACENTIA, CA

CONCEPT DESIGN

SITE PLAN

A1.0

STUCCO 1
OMEGA A6503



STUCCO 2
SW 7506



STUCCO 3
SW 7037



ROOF
EAGLE 3636



SPANISH TILE
ZACATECAS TALAVERA
GROUT - ORCO MAC CREAM



TRIM 1
SW 6083



ACCENT 1
SW 7584



ACCENT 2
SW 9150



GARAGE 1
SW 6102



GARAGE 2
SW 9090



DOWNSPOUTS
CUSTOM-BILT METALS
BEAVER BROWN OR SIMILAR



WINDOW FRAME
WHITE

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BRANDYWINE HOMES

PLACENTIA TOWNHOMES
PLACENTIA, CA # 2018-0024

MATERIAL BOARD

Milgard
WINDOWS & DOORS

STYLE LINE® SERIES

More Light, More View
Contemporary Design
Energy Efficient





Above: Single hung and double horizontal sliding windows
Cover: Picture-over-casement windows in combination

Now you can have a contemporary design and energy efficiency all in one.

Enhance your home's design with a sleek, clean look. Milgard Style Line® Series windows will make your home feel expansive and the slim profile allows for plenty of natural light. With clean lines, functionality and durability, you will enjoy the light, the view and so much more for years to come.

"They stand by their product. We have lived in a home for more than 22 years that had Milgard windows. They truly do have a "lifetime warranty". This is why we chose Milgard again as replacement windows in a different home. The difference these windows made was astonishing to look through."

– Linden, CA

STYLE LINE® SERIES


Single hung windows


Double horizontal sliding window

Full Lifetime Warranty

At Milgard, we build our windows and doors to last. With the dedication to quality that we put into building the best windows in the business, it wouldn't make sense to back them with anything but the best warranty in the business.

That's why we back every properly installed window and door for as long as the homeowner owns their home – including parts and labor. It's why you can be sure you won't find any windows better than Milgard.

For complete warranty details, visit milgard.com.

Why you should choose Milgard windows and doors

Quality

Milgard offers award-winning windows and patio doors built for long-lasting comfort. For over 50 years, industry experts have consistently recognized Milgard as a trusted brand. By producing our vinyl and fiberglass frame materials in-house, we can more closely monitor for quality control. Milgard windows and patio doors stand up, while standing out.

BUILDER Magazine Brand Survey
Western U.S. Results

Experience

Since 1962, Milgard Windows & Doors has designed and assembled superior, top quality windows and patio doors, backed with a Full Lifetime Warranty. Milgard engineers are known for their industry-leading designs using patented technologies. Whatever your project calls for, Milgard has the right product that can beautifully reflect your vision. From new construction to home remodeling, all Milgard windows and doors are custom made to your exact specifications.

PARTNER

Service

We serve the Western U.S. and Canada with a dozen full-service facilities and customer care centers. Our belief is that by being close to our customers, we can provide you better service.

Peace of *Mind*

All Your Needs are Covered

- Worry-free vinyl construction that won't corrode and does not need painting
- Custom sizes built to your exact specifications.
- Positive Action™ Lock that assures you when the window is closed, it's locked.
- The standard dual-pane construction provides more noise control than single-pane windows, giving you more peace and quiet.
- Optional Accessory and Comfort Package upgrades to maximize efficiency and durability.
- Seemingly endless combinations of windows, doors, and transoms in any array you can imagine.
- Style Line Series windows are designed for both new construction and replacement projects.



Hassle-free Installation

Style Line Series windows can be manufactured with the specific frame profile needed for replacement or new construction projects, giving the flexibility your installer requires.

Installation Configurations



Block Frame
Enables quick "tilt-in" installation with almost no disruption to siding or interior trim casework.



Nailing Fin
Perfect for home additions and remodeling where siding or stucco is removed.



Z-bar
Integrated window trim that makes replacing windows on stucco homes fast and easy, reducing the possibility of costly repairs.



Exclusively for the Style Line Series, the Comfort Package is an optional upgrade that includes:

Accessory Package
Weep hole covers and Pull Rail Screens described below.

Glass Breakage Coverage
With Glass Breakage Coverage, your broken glass will be replaced at no charge. See Full Lifetime Warranty for details.

Milgard Energy Package Upgrade
Ask your Milgard Dealer to guide you through the best energy package for your area and climate that can meet or exceed ENERGY STAR® standards.

Accessory Package

The optional Accessory Package gives you additional features that help your windows perform even better.



Weep Hole Covers
An aesthetic touch, but these help to keep the weeping system clear of debris or pests.



Pull Rail Screens
Let the fresh air in while keeping everything else out. This upgraded screen frame has an integrated pull rail that makes removing the screens easy. Available on horizontal slider and single hung windows.

Define your home with *Windows*

Style Line® Series windows can be combined to include different operating styles for even more design options.



HORIZONTAL SLIDER



Horizontal Slider windows open with the sash sliding left or right. In a single slider, one sash slides to open. In a double slider, both

Since they open and close without protruding, horizontal sliders are an excellent choice for rooms facing walkways, porches



SINGLE HUNG



In the single hung window, the bottom sash moves up to open and allow air flow and the top sash is fixed. Since it opens and closes without protruding, single-hung windows are an excellent choice for first-story rooms. Single hung windows work well in combinations.



CASEMENT



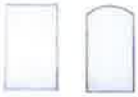
A casement window is hinged at the side and opens outward like a door. Unlike single hung or sliding windows, a casement window has no rail for an unobstructed view. If you're installing windows over a sink, countertop or appliance, a casement window with a crank can be the perfect solution.



AWNING



Awning windows are hinged on top and open outward, enabling ventilation without letting in rain or falling leaves. They are a great choice to pair with non-operable windows, such as above or below a picture window.



PICTURE AND RADIUS



Like the art on the walls, picture windows are the frame for your view. With picture windows, you can frame your view in just about any shape or size. Combine picture windows with any operating style, and use in



SLIDING DOOR

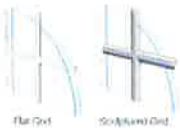


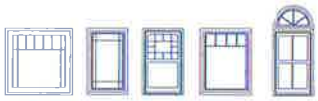
Style Line Series sliding patio doors are the perfect complement to Style Line windows, with the same narrow frame profile that expands your home and your view.

Make it your *Own*

Grids

Express your creativity and dramatically increase your home's curb appeal with our virtually endless grid options. Flat and Sculptured grids are placed inside the glass unit for easy cleaning.





Premium Exterior Vinyl Finishes

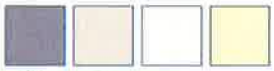
Not available on sliding patio doors

Standard



Premium













Decorative Glass

Decorative glass can add privacy or design to any room. All decorative glass can be tempered, which turns it into safety glass. Consider this for showers or over a bathtub. Decorative glass is available in these and many more styles and tints. Ask your Milgard dealer to show you the options.





Positive Action Lock

With its simple operation, the Milgard Positive Action Lock is window hardware you can count on to perform. Made to close and lock the window securely in one action, it eliminates any guessing. If the window is closed, it's locked. Plus, it meets and exceeds the toughest residential forced entry codes in the nation, making your windows beautiful and safer.



Casement and Awning Hardware

The operating hardware for casement and awning styles is an innovative folding handle that tucks out of the way with the locking hardware designed for smooth, easy-to-operate action. A folding nesting handle with stainless steel hardware is available as an optional upgrade.

Colors shown are approximate due to printing limitations.



Offset single hung windows and sliding door with transom

Milgard WINDOWS & DOORS

milgard.com

Connect with Milgard: milgard.com/social

Style Line® and Positive Action™ are trademarks of Milgard Manufacturing, Inc.

ENERGY STAR® is a registered trademark of the U.S. Environmental Protection Agency. Milgard Windows is proud to be an ENERGY STAR® partner, with all Style Line® Series products ENERGY STAR® qualified for all U.S. zones.

Milgard windows and doors meet criteria for structural integrity and reliable performance established by the American Architectural Manufacturers Association (AAMA). Consult your Milgard representative for specific test information.

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(https://www.championwindows.biz/)

Serving all of Southern California

661-295-5930

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Search



7000 Series Windows



Our Warranty (http://www.championwindows.biz/support/warranty/)

The Champion 7000 Series, our original model, provides a lifetime of reliable, trouble-free operation, as well as a very high level of energy efficiency for your home. With Champion Windows, you will find quality windows and doors that help builders achieve better results with quick delivery times, personalized service and minimal call backs. The Champion 7000 Series is affordable and available in many styles and sizes.The 7000 series also provides a 5/16"stucco key for security and an exterior glaze for optimum performance during all seasons. We provide all of our windows with weather-resistant features and virtually maintenance-free vinyl construction. You will be giving your customer's added value with Champion window and patio door products.

If you have ever used our windows, you already know the difference we provide for our customers. If you have not, we hope you will take this opportunity to see what a quality-conscious company can do for your construction business.

Fusion Welded Frame and Sash: Superior strength, leak resistance and structural integrity

Block and Tackle Balance System: Provides a lifetime of smooth sash operation

Interlocking Meeting Rails: Integral interlocks provide additional security

Trim Sightline: Allows a great amount of natural light

Frames Available with Integral Nail Fin and Stucco Key: Allows for use in new construction applications

Designer Sweep Lock: Provides added security

2 Full Length Extruded Lift Rails: On Single Hung's specifically, both upper and lower lift rail provides easy sash operation

3/4" High Performance Insulated Glass System: Minimally conductive, thermally efficient spacer provides barrier to heat transfer in insulating glass unit

Unique Pocket Sill: Provides immediate water runoff and out-performs traditional weep systems

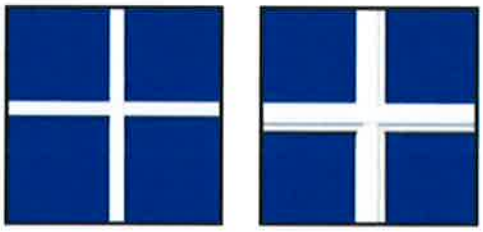
Heavy Duty Weather-strip Design: Single weather-stripping provides superior resistance to air and water infiltration

Sturdy Half Screen: Heavy-duty construction for a lifetime of trouble-free operation

Available In: Single Hung, XO and XOX Horizontal Slider and Picture Window

Style Options

Internal Grid Style Options:



Flat 5/8" **Sculptured 1"**

Optional Designer Color Choices:

White (standard) Almond (optional)



Min/Max Sizes for 7000 Series Windows

Window Type	Min	Max
Single Hung (SH)	2020	4060
Horizontal Slider(XO)	2020	6060
XOX 1/4 Vent	4020	8050
XOX 1/3 Vent	3020	9060
Fixed / OP	1610	5050

7000 Series Windows (https://www.championwindows.biz/products/7000-series-windows/)

7100 Series Windows (https://www.championwindows.biz/products/7100-series-windows/)

6000 Series Sliding Patio Doors (https://www.championwindows.biz/products/6000-series-sliding-patio-doors/)

Internal Grids (https://www.championwindows.biz/products/internal-grids/)

Window Styles (https://www.championwindows.biz/products/window-styles/)

Glass Types (https://www.championwindows.biz/products/glass-types/)

Warranty (https://www.championwindows.biz/support/warranty/)

Egress Calculator (https://www.championwindows.biz/products/egress-calculator/)

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MAXIM LIGHTING

Lighting Your Life Since 1970

Product Specifications - 85103BK

Job Name:	Job Type:
Quantity:	Comments



85103BK

Westlake EE 1-Light Outdoor Wall Lantern

ENERGY STAR CERTIFIED

Finish
Black

Glass/Shade
Frosted

Product Category
Outdoor Wall Mount

Lamping

Number of Bulbs	1
Light Type	Fluorescent
Bulb Type	GU24
Max Bulb Wattage	18
Max Fixture Wattage	18
Rated Life	±10,000 Hours
Rated Lumens	±1,355
Color Temp	±2,700 K
Bulb(s)	Included
Light Up/Down	N/A
Beam Spread	N/A
CRI	81-82
Photo Cell Included	N/A
Ballast/Driver/Transformer	No
Dimmable	No

Measurements

Width	9.5"
Height	24.0"
Length	N/A
Extension	10"
Back Plate Width	4.5"
Back Plate Height	10.0"
HCO	19.5"
Min Overall Height	N/A
Max Overall Height	N/A
Hanging Weight	4.4 lbs
Height Adjustable	N/A
Slope	N/A
Chain Length	N/A
Wire Length	N/A
Canopy Width	N/A
Canopy Height	N/A
Canopy Length	N/A

Shipping

Carton Weight	4.4 lbs
Carton Width	10"
Carton Height	21"
Carton Length	12"
Carton Cubic Feet	1.42
Master Pack	4
Master Pack Weight	30.0 lbs
Master Pack Width	21.9"
Master Pack Height	21.5"
Master Pack Length	23.9"
Master Cubic Feet	6.50
UPS Shippable	Yes

Certification

Safety Rating	Wet
Energy Star	Yes
CA Title 24	Yes
CA Title 20	No
ADA	No
Dark Sky	N/A

Other

UPC Code	783209032323
Shades Included	N/A
Crystals Included	N/A
Diffuser Included	N/A
Conversion Kit	N/A
Material	Die Cast Aluminum

Equivalents

Incandescent Watts	123
Fluorescent Watts	N/A

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Always consult a qualified, licensed electrician before installation of any product weighing 35 pounds or more. We recommend that a qualified, licensed electrician do the installation. Always install to a mechanically sound structure.

253 North Vineland Avenue | City of Industry, California 91746 | 800.486.2946p 800.486.7337f | www.maximlighting.com

CONCRETE COLOR SELECTOR



Davis Colors: *Setting the Standard for Concrete Colors.*








DAVIS COLORS

COLOR GROUP: Subtle

COLOR GROUP: Standard

Colors for Concrete

Davis Colors™ mix into any concrete, transforming it into a new design feature for building and paving projects or to enhance appearance around the home. Davis Colors™ are strong, durable and last as long as the concrete. Installation is cleaner and easier than toppings, stains or coatings and requires less labor. There are bold and intense premium colors, standard colors that make an attractive upgrade for any project, and

This pdf color card is just for ideas. If you choose a color by viewing this on your PC or from a printout of the pdf file, your colored concrete may be a big surprise. Please make your selection from our printed color card, hard samples or job site test.



SANDSTONE
0.75 LB 5237



CANYON
0.5 LB 160



SANTA FE
0.75 LB 1117



MOCHA
1 LB 6058



RUSTIC BROWN
2 LBS 6058



PEBBLE
0.5 LB 641



DUNE
0.5 LB 6058



OUTBACK
0.5 LB 677



SEQUOIA SAND
1 LB 641



YOSEMITE BROWN
2 LBS 641

Color name, number and dose-rate to mix with each 94 lb. sack of cement.

(Dry dose rates shown, liquid dose rates higher)



SILVERSMOKE
0.25 LB 8084 * or 1.25 LBS 860



LIGHT GRAY
0.5 LB 8084 * or 2.5 LBS 860



OMAHA TAN
1 LB 5084



HARVEST GOLD
2 LBS 5084



◄Concrete Base Color

The natural base color of concrete, finishing and curing method determines final color. This card simulates lab samples made with a light broom finish from Type II gray cement, sand and water at 0.56 water/cement ratio for a 4" slump (see uncolored reference at left). Different cements, sand, rock, mixing and job-site conditions and contractor technique can alter color from this card. Concrete is produced from natural materials. Surface variation common to uncolored concrete can impact colored concrete.



DARK GRAY
1 LB 8084 * or 5 LBS 860



BAYOU
1 LB 6130



COCOA
2 LBS 6130

* ***Caution:*** *8084 is not compatible with air-entraining admixtures. See back page for more information.*

COLOR GROUP: Premium

low-cost subtle shades that add a hint of color to gray concrete. As the leading producer of colors for concrete since 1952, we offer the widest spectrum available.

This pdf color card is just for ideas. If you choose a color by viewing this on your PC or from a printout of the pdf file, your colored concrete may be a big surprise. Please make your selection from our printed color card, hard samples or job site test.



SANGRIA
1.5 LBS 1117



TILE RED
3 LBS 1117



BRICK RED
4 LBS 160



SAN DIEGO BUFF
1.5 LBS 5237



SUNSET ROSE
1 LB 160



BAJA RED
2 LBS 160



TERRA COTTA
4 LBS 10134



SPANISH GOLD
3 LBS 5084



SOUTHERN BLUSH
1 LB 10134



SALMON
2 LBS 10134



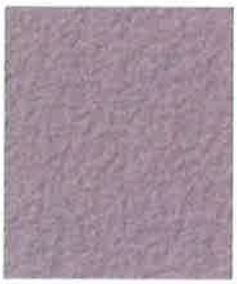
MESA BUFF
2 LBS 5447



PALOMINO
3 LBS 5447



FLAGSTONE BROWN
3 LBS 641



MESQUITE
1 LB 677



TAUPE
2 LBS 677



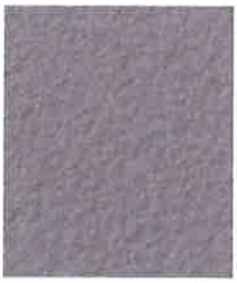
SIERRA
2 LBS 61078



ADOBE
4 LBS 61078



KAILUA
4 LBS 677



PEWTER
1 LB 860



COBBLESTONE
2 LBS 860



GRAPHITE
2 LBS 8084 *



WILLOW GREEN
3 LBS 5376



GREEN SLATE
3 LBS 3685

January 2014 Notice- All color swatches adjusted to new uncolored gray base cement shade. These swatches differ from previous color cards.

MIX-IN COLORS FOR CONCRETE

Uses: Davis Colors are used in cast-in-place, slab-on-grade, precast, tilt-up and decorative concrete; shotcrete, mortar, concrete masonry units, pavers, retaining wall units and rooftile. They can also be used to color cast stone, plaster, stucco and other cement-based construction materials. Designed for mix-in use only, they should not be sprinkled or dusted onto the concrete surface.

Ingredients: Pure, concentrated pigments made of high-quality metal oxides recycled from iron or refined from the earth and specially processed for mixing into concrete. Davis Colors comply with ASTM C979 *Pigments for Integrally Colored Concrete.* They are lightfast, alkali-resistant, weather-resistant, durable and long-lasting like concrete. Davis Colors are available in a wide spectrum of standard colors and can be custom formulated to match design requirements. ★Unlike other Davis Colors, Supra-Instant® black #8084 is a specially treated carbon black. Carbon black is the highest in tint strength and the most economical, but can fade if concrete is not sealed against water penetration. Sealing and periodic re-sealing can minimize this effect.

Packaging: Concrete suppliers use our Mix-Ready® disintegrating bags or Chameleon® bulk handling system. The Chameleon® is a computer-controlled automatic color dosing system used by concrete producers. Mix-Ready® bags are tossed into the mix without opening or pouring. They disintegrate under mixing action, releasing pigments to disperse uniformly leaving no bags to litter the environment.

Installation: Integrally colored concrete is installed the same way as high quality uncolored concrete. Choose a color on the inside of this color card and specify it by name and color number. Create a custom color by varying the amount of color added to the mix. Confirm desired color with a fully-cured job-site test panel. Dry color dose rates range from 1/2 to 7 lbs. per 94 lbs. of cement content and should never exceed 10% of cement content. (Liquid dose rates are higher). Cement content includes portland cement, fly ash, silica fume, lime and other cementitious materials but does not include aggregate or sand. Davis Colors have been used successfully in a wide variety of mix designs and are compatible with commercially available admixtures. The only known incompatibility is with calcium chloride set accelerator which causes blotching and discoloration. ★Supra-Instant® black #8084 reduces or negates the effect of air-entraining admixtures.

Finishes: Paving and floors can be finished with pattern-stamped, broomed, troweled, exposed aggregate, salt-finished, sand-blasted, diamond-polishing or many other visually appealing textures. Cast-in-place, precast and tilt-up structures can be textured with sand-blasting, bushhammering, grinding, polishing, special forms or form liners. The combinations and possibilities are endless. Here are just a few:


Exposed Aggregate


Light Broom (wavy)


Stamped/ Patterned


Salt Finish


Sand Blasted


Form Liner

Curing & Sealing: W-1000 Clear™ is a non-clouding, spray-on cure and sealer that meets or exceeds ASTM C309 standards and is specially formulated for colored concrete and exposed aggregate finishes. Other curing methods, such as water curing or plastic sheets cause discoloration. Color Seal™ is an optional, thin-film sealer that's tinted to match the shades on this Color Selector. When applied over colored concrete or the W-1000 Clear™, it provides a more uniform appearance.

Quality Tips: For best results; materials, curing, weather conditions and workmanship should be uniform throughout a project. Quality starts with the concrete mix; use a low water-content, high-performance mix design. When planning a project, budget for craftsmanship.

Consumer Advice: Contractors are independently owned and operated without affiliation to Davis Colors. Choose a licensed and qualified contractor who provides written information and example projects you can see before you buy. Check the yellow pages, ask your local ready mix or building material dealer or visit www.concreteconnection.com to find contractors who specialize in colored concrete.

Specify Davis: Choose a color from this color selector and specify it by name and color number. Add color call-out to plan documents or specifications. For complete architectural and guide spec information, visit our web site, refer to our architectural binder, call, fax or write. Our guide specifications can be found in SweetSource®, Spec-Data®, ARCAT/Spec-Disk® or at www.daviscolors.com/specs.

Mixing Guide:

Use the same pigment-to-cement ratio, type and brand of cement and aggregates throughout project. Changes in cement and aggregate color affect final color.

Keep slump less than 5" (12.5 cm) and water content consistent. High water content causes concrete to appear pale or "faded". If higher slump is required, use a water reducing admixture instead of added water.

Calcium Chloride set-accelerator causes discoloration; Do not use with color.

Specify air content of 5% to 7% for improved workability and long term durability in freeze/thaw climates.

Schedule loads for consistent mix times. Deliver and discharge in less than 1-1/2 hours. Clean mixer thoroughly between color change-overs.

Confirm color number and weight in Mix-Ready® bag (or combination of bags) is the same required by mix design.

Wet mixer with 1/2 to 2/3 total batch water. Toss in Mix-Ready® bags and mix at charging speed for at least one minute. Add cement, aggregate and remaining batch water. Continue mixing at charging speed for at least 5 minutes (7 minutes for pea-gravel mixes).

Notice: In mixes with small aggregate or batches with short mixing duration, Mix-Ready® bags may not completely disintegrate. In sand-blasted or exposed aggregate finishes, use small bag sizes (15 lbs. maximum) or open bag and pour color normally.

The Chameleon® is a computer-controlled color dosing system for Ready Mix operators exclusively from Davis. It improves color accuracy and availability. Chameleon® dose rates differ from the rates on front of this card. For more information, go to www.daviscolors.com/chameleon.

Contractor's Guide:

Prepare a well-drained subgrade. Add a 2 to 3 inch (50 to 75 mm) layer of sand, gravel or crushed stone. Uniformly compact the subgrade and moisten evenly, leaving no puddles, standing water, ice, frost, or muddy areas.

If vapor barrier is used, overlap sheets and tape over holes in barrier. Place a 3" (75mm) layer of granular self-draining compactible fill over the barrier to minimize shrinkage cracking.

Position forms for uniform slab thickness. Follow American Concrete Institute standards for reinforcement and joint placement to control cracking.

Allow ample time and manpower for placement and finish work. Finish evenly and with care.

Begin troweling after bleed water evaporates. Late or hard troweling and edging causes "burns" or dark spots.

Water added at job-site to mixer or pumps will cause color to pale. Keep additions to a minimum and consistent among loads. Don't wet finishing tools or brooms or sprinkle water on the surface.

Do not sprinkle pigment or cement onto the surface.

Rotary, dry-broom, pattern stamped or rough finishes usually cure more even-colored than smooth-troweled finishes.

Uneven curing=uneven drying=uneven color. Cure colored concrete with Davis W-1000 Clear™ cure and seal. (info at: www.daviscolors.com/literature)

Do not use plastic sheets, water curing or curing products which discolor. Wood and other objects left on curing concrete cause discoloration.

Efflorescence is a white powdery substance that appears on concrete surfaces. A result of water evaporation, it is more noticeable on colored surfaces making them look faded or lighter in color when not cleaned off. Proper curing and protection against water penetration reduces tendency for efflorescence to occur. Remove with detergent or mild-acid cleaners formulated to remove efflorescence. Follow cleaner instructions and test in a small area to make sure cleaner will not etch or discolor the surface. Wear rubber gloves and eye protection.

For samples or additional information contact:

DAVIS COLORS

Tel: 800-356-4848
Fax: 323-269-1053
www.daviscolors.com

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SOLOMON COLORS, INC.

LIQUID & GRANULAR COLORS

TECHNICAL SPECIFICATIONS: ColorFlo® CF Liquid & SG Granular Colors

THIS COLOR CARD REPRESENTS COLORS THAT CAN BE PRODUCED BY SOLOMON COLORSELECT AND QUICKCOLOR SYSTEMS.

IRON OXIDE PIGMENTS
The use of iron oxide colors in concrete has grown to be the single largest application for this type of pigment. This increase in usage has created a demand for better technology and quality control throughout the concrete industry.

MIXING
- The drum must be cleaned. Do not use reclaimed slurry water or reclaimed aggregates.
- Add approximately two-thirds of the mix water and one-half of the aggregates to the drum, then add color pigment at full charging speed. Add the balance of the ingredients (water, aggregates, cement and admixtures) and mix at a full charging speed for a minimum of 5 minutes (50 revolutions) when using Solomon Color Cubes® in liquid color, or 10 minutes when using dry pigment powder or granules (100 revolutions), before pouring concrete (5 13-7.36 m³/L).
- When using small or smooth rounded aggregates, do not add the bag to the truck. Add only the color pigment by opening the bag and pouring all color into the truck.
- Mixer should be loaded to a minimum of 40% capacity to assure good color dispersion.
- Be sure to use the same mix design and maintain a consistent water-to-cement ratio throughout the job. The use of plasticizers, water reducers and air entraining products designed for colored concrete production are acceptable. Solomon Colors strongly recommends the use of test slab to determine final color outcome.
- After pour has begun, adding water to the load to improve workability often causes color variation.
- When using Solomon Colors pigments packaged in recyclable bags, slit the bag along the top dotted line and completely remove and discard the top portion of the bag. Following these guidelines will destroy the paper bag and provide the best dispersion of the pigment.

ADDITIVES
- DO NOT use calcium chloride. This product can cause discoloration in the form of light and dark areas in the finished product. Non-chloride accelerators, including hot water, are acceptable accelerators.
- Check the compatibility of the mix design (plasticizers, water reducers and air entraining products) with the addition of color by pouring a test slab to confirm the preferred results.

JOB PREPARATION
Good drainage and compacted aggregate solid many benefits to decorative concrete. Pouring concrete over an inconsistent sub-grade or mix of dirt, plastic, wood, asphalt and existing concrete will not cure evenly. These types of sub-grades will force the majority of water to the surface to evaporate, causing efflorescence in those affected areas. In hot conditions, dampen the sub-grade before each pour to keep moisture in the concrete to allow better hydration. Keep the sub-grade moisture consistent throughout the day without allowing the water to pool.

Jobs requiring a vapor retarder, and job sites having high heat and low humidity conditions, are exceptions to pouring over plastic. Pouring concrete directly over plastic can lead to numerous problems, including excessive bleed water, uneven drying time, shrinkage cracking, and efflorescence. Consider adding 2" - 4" of sand between plastic and concrete. If pouring directly over plastic, mix design may need to be altered. Slump and placement techniques require tighter tolerances, and finishers need to be well trained and experienced.

FOR VERTICAL APPLICATIONS (CAST-IN PLACE OR TILT-UP WALL)
All forms should be cleaned thoroughly prior to use or reuse, and applied release agents should be non-staining. For best results, forms should be free of cement residue from any prior concrete pour of a different color. Vertical wood forms should be made of medium-density overlay plywood. For color uniformity, methods and material used in preparing the forms should be consistent through the completion of the job. Lightly and uniformly sandblasting vertical surfaces is highly recommended to remove minor form marks and any colored residue resulting from water, cement and coloring agents bleeding toward the forms during concrete placement.

CURING
- DO NOT fog or spray water on the surface during the initial curing period.
- DO NOT cover the surface with plastic.
- Failure to follow these guidelines can lead to uneven curing and coloration.

Solomon Colors recommends the following products and curing method:

BRICKFORM CURE & SEAL products meet the ASTM Standards C 309 and C 1315 for curing most new colored architectural concrete flatwork. Apply at a rate of 250-300 sq. ft. per gallon (6.13-7.36 m² per liter) once the slab is hard enough to be walked on without marring the surface.

Use caution when applying these products in high heat, direct sunlight and/or in windy conditions. Please reference the appropriate Cure & Seal Technical Information Sheet for a full description of the product use limitations and precautions. Links to these sheets and additional coloring information are available at www.brickform.com.

Proper curing, along with maintaining a low slump and protecting the surface against water penetration, reduces the possibility of efflorescence. If efflorescence does occur, remove efflorescence using BRICKFORM E-ETCH. Follow with a light scrubbing or the use of a low r.p.m. rotary scrubbing machine.

TECHNICAL SPECIFICATION DATA
Composition and Materials: Pigments are pure red, yellow, and black iron oxides.

Solomon Colors has expanded the color range by formulating laboratory-controlled, high tinting strength pigment blends. Each of these colors is 95% to 99% minus 325-mesh particle size. Solomon Colors iron oxides are permanent, inert, stable to atmospheric condition, surface, limeproof, and free of deleterious fillers and extenders. All Solomon Colors pigments comply with ASTM C979 for integrally colored concrete and are produced and tested to an established plant standard.

SOLAR REFLECTANCE INDEX (SRI)
SRI is the measure of a surface's ability to stay cool in the sun by reflecting solar radiation and emitting thermal radiation. The SRI value is calculated according to ASTM E 1980. Please visit the Solomon Colors website for additional SRI information: www.solomoncolors.com

LIMITATIONS
A level of 7% (by dry weight) color based on the weight of total cementitious material used is the color saturation point. Color added in excess of 10% (by dry weight) can reduce the overall strength of the finished product. Conversely, a level of color below 1% can cause irregular coloring and general "washed out" appearance.

LIMIT OF WARRANTY AND LIABILITY
Solomon Colors, Inc. warrants that their products conform to the description and standards as stated on the product packaging and specific product literature. If properly mixed and applied, Solomon Colors, Inc. warrants the color to be uniform, limeproof, and surface. The exclusive remedy of the user or buyer and the limit of the liability of this company shall be the purchase price paid by the user or buyer for the quantity of the Solomon Colors, Inc. products involved.

For more information go to
www.solomoncolors.com
www.brickform.com

To improve a colored concrete project, consider using UltraFiber 500 and DAY1 Finishing Aid made by Solomon Colors.
UltraFiber 500 will not ball or fuzz, and is the only fiber to accept color. DAY1 lubricates the surface and eliminates the need to add water to the surface.
See www.solomoncolors.com for more information.

SOLOMON COLORS, INC. SOLOMON COLORS, INC.: 4050 Color Plant Road, Springfield, IL 62702 | 1371 Laurel Avenue, Rialto, CA 92376 | 800-624-0261

SOLOMON COLORS, INC.

LIQUID & GRANULAR COLORS

Colors for ColorSelect® & QuickColor® Systems



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800-624-0261

SOLOMON COLORS, INC.

LIQUID & GRANULAR COLORS

Loadings in four color groupings are represented as follows:

1% loading | 3% loading | 3% loading | 4% loading

ColorFlo® CF Liquid & SG Granular Colors
FOR COLORSELECT® & QUICKCOLOR® SYSTEMS

These color chips represent shades of integral colors based on medium tone gray Type I-II Portland cement with 4" slump. Use this chart as a guideline only. The colors may not exactly represent the final color. Shade variations of cement and aggregate, plus variations in the mix design, volume of water, addition of admixtures and other additives, etc., may have an effect on the final color. Therefore, we recommend that a test slab be poured and approved prior to the start of the job.

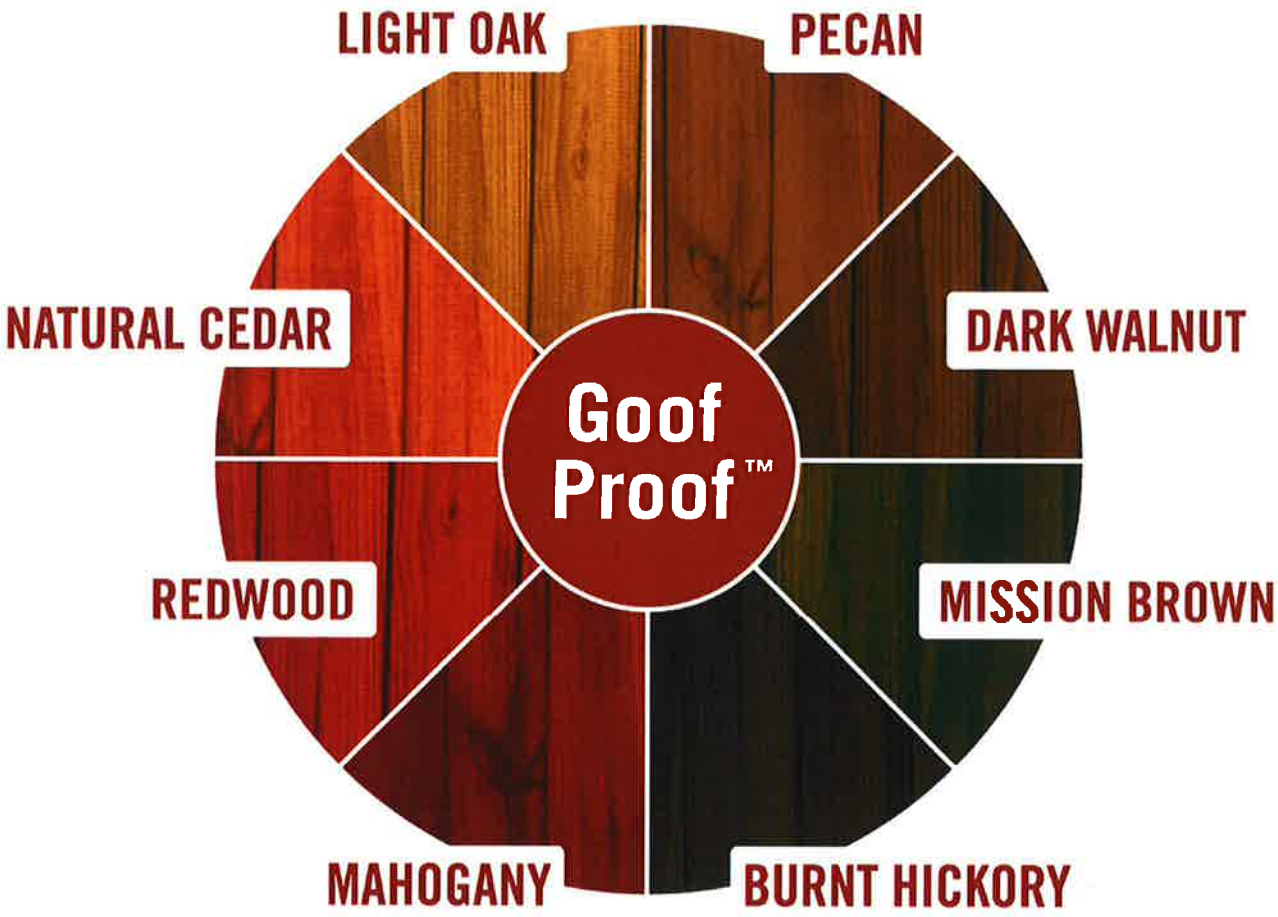






SOLOMON COLORS, INC.
An Employee Owned Company
Corporate Office: 4050 Color Plant Road, Springfield, IL 62702
Western Facility: 1371 Laurel Avenue, Rialto, CA 92376
www.solomoncolors.com
(800) 624-0261

THIS COLOR CARD REPRESENTS COLORS THAT CAN BE PRODUCED BY SOLOMON COLORSELECT AND QUICKCOLOR SYSTEMS.


LIGHT OAK
PECAN
NATURAL CEDAR
DARK WALNUT
Goof Proof™
REDWOOD
MISSION BROWN
MAHOGANY
BURNT HICKORY

October 29, 2019

To:

Placentia Planning Commission
401 East Chapman Ave
Placentia, CA-92870

From:
Hari Yarramreddy
2368 Navigation Cir
Placentia, CA-92870

Subject: Request for **NO CHANGES** be made to current parking code on North side of Golden Ave between Navigation Circle and proposed project location.

Dear Sir

We have received notice of public hearing (copy enclosed) and I would like to express my concern about the parking on the North side of Golden Ave between Navigation circle and the proposed project location. Currently it's a No-Parking Anytime zone, however we heard that might change with the proposed housing development by Brandywine Homes, APN 341-021-12.

Major concerns are,

1. The homes on the Navigation circle are right adjacent to Golden Ave, street parking creates privacy and unsafe conditions to the residents.
2. Creates blind spots for the drivers exiting Navigation cir on to both sides of Golden Ave.
3. Traffic on the Golden Ave considerably increased, street parking makes it even worse.

I urge Placentia planning commission to maintain the status quo of current parking code on North side of Golden Ave between Navigation Circle and proposed project location.

Thank You

RECEIVED
OCT 30 2019
PLANNING

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Planning Commission of the City of Placentia will hold a public hearing in the **Council Chambers** of the Placentia City Hall, 401 East Chapman Avenue on **Tuesday, October 8, 2019 at 6:30 p.m.**, or as soon thereafter as the matter may be heard, to consider the following item:.

Applicant: **Brandywine Homes, c/o Angela Meyer**

Project Location: **1049 Golden Avenue (northside of Golden Avenue, west of Imperial Highway)**
APN 341-021-12

Case No.:
1) Development Plan Review No. DPR 2019-02;
2) Use Permit No. UP 2019-03; and
3) Tentative Tract Map No. TTM 19014

DPR: To permit the development of six, three-story townhome buildings consisting of 26 condominium units in total and associated landscape and hardscape improvements on a 1.3-acre unimproved, vacant lot. **UP:** To permit the development of townhome condominium units within the High Density Residential (R-3) Zoning District requested via DPR 2019-02. **TTM:** To permit the subdivision of 26 townhome units for residential condominium purposes.

Environmental Determination (CEQA): The proposed development is not expected to create a negative impact on the physical environment and, therefore, staff is recommending a categorical exemption pursuant to the California Environmental Quality Act (CEQA) Guideline § 15332 (Class 32-In-Fill Development Projects) and City Environmental Guidelines.

ALL INTERESTED PERSONS are invited to attend this hearing and express opinions upon the items listed above.

ANY WRITTEN MATERIALS to be submitted to the Planning Commission should be submitted to the Planning Division at least twenty-four (24) hours prior to the hearing. Ten (10) copies are requested.

IF YOU CHALLENGE this proposal in court, you may be limited to raising only those issues you or someone else raised at the public hearings described in this notice or written correspondence delivered to the Planning Commission.

FURTHER INFORMATION on these items may be obtained at the Development Services Department, Planning Division, or by telephone: (714) 993-8124.

Joseph Lambert
SECRETARY TO THE PLACENTIA PLANNING COMMISSION

PUBLISHED: September 26, 2019
POSTED: September 26, 2019
MAILED: September 26, 2019

PARA INFORMACÍON EN ESPAÑOL, LLAME AL (714) 993-8124

Placentia City Council
AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF DEVELOPMENT SERVICES

DATE: NOVEMBER 19, 2019

SUBJECT: **EXTENSION OF APPROVAL REQUEST FOR TENTATIVE PARCEL MAP NO. TPM 2017-100 FOR THE SUBDIVISION OF AN APPROXIMATELY 10-ACRE LOT INTO FOUR PARCELS WITH TWO LOCATED WITHIN THE CITY OF PLACENTIA AND REMAINING LOTS WITHIN THE CITY OF ANAHEIM ON PROPERTY LOCATED WEST OF VAN BUREN STREET, NORTH OF MIRALOMA AVENUE WITHIN THE MANUFACTURING (M) AND OIL COMBINING (O) OVERLAY DISTRICTS**

FISCAL IMPACT: NONE

SUMMARY:

On January 16, 2018, the City Council approved Tentative Parcel Map No. TPM 2017-100 for the subdivision of an approximately 10-acre lot into four (4) parcels located in the cities of Placentia and Anaheim on property generally located west of Van Buren Street, north of Miraloma Avenue within the Manufacturing (M) and Oil Combining (O) Overlay Districts. The approval of TPM 2017-100 is set to expire on January 16, 2020. Approval of this request by the City Council will extend the approval of the subdivision map until January 18, 2021.

RECOMMENDATION:

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

> Adopt Resolution No. R-2019-XX, A Resolution of the City Council of the City of Placentia, California approving an extension of approval for Tentative Parcel Map No. TPM 2017-100 for the subdivision of four parcels located within the City of Placentia and the City of Anaheim on property located west of Van Buren Street, north of Miraloma Avenue within the Manufacturing (M) and Oil Combining (O) Overlay Districts.

BACKGROUND:

The Placentia Municipal Code (PMC) Section 22.80.100(b) allows the City Council to approve a 12-month extension for all approved subdivisions of four (4) or fewer parcels. On January 16, 2018, the City Council voted unanimously to approve TPM 2017-100 for a new industrial development complex located within the City of Anaheim and the City of Placentia. In 2019 the

complex was completed with two industrial buildings located on an approximately 5.0-acre lot within the City of Placentia. The development resulted in two new industrial buildings measuring approximately 48,160 square feet and 70,250 square feet in conjunction with various onsite hardscape and landscape improvements.

The applicant, CP Logistics Van Burren, LLC, is requesting a 12-month extension to allow for a time buffer in order to finalize the associated final parcel map through the cities of Placentia and Anaheim. The coordination of processing one subdivision map through both cities has resulted in unforeseen delays that has created complications completing the final parcel map prior to the January 16, 2020 deadline.

DISCUSSION:

Applicable Code Section – Placentia Municipal Code

The subject property is currently M(O). The project will be required to comply with the development standards and use requirements set forth in the PMC for projects within the M(O) Zoning Districts. TPM 2017-100 remains consistent with all requirements specified within Chapters 23.47 "M"-Manufacturing District and 23.60 "O" and "O-1" – Combining Oil District.

Lot Standards

Title 22 (Subdivisions) of the PMC sets forth development standards defining the minimum lot width, lot depth, and lot area for all parcels in all zoning districts to bring about orderly development throughout the City. In accordance with PMC Section 23.16.030, the M District standards requires a minimum area of 20,000 square feet for all interior lots with a minimum frontage width of 100 feet. The proposed lots exceed the minimum requirements with a lot area of 89,331 square feet (Parcel 1) and 127,730 square feet (Parcel 2) and a minimum lot width at 256 feet (Parcel 1 and Parcel 2). Overall, the proposed subdivision continues to comply with the minimum requirements of the PMC and will be compatible to existing lots within the surrounding area.

Environmental:

The proposed application was reviewed by Staff in accordance with the requirements of the California Environmental Quality Act (CEQA), Public Resources Code §§ 21000 *et esq.*, the State CEQA Guidelines, 14 C.C.R. §§ 15000 *et esq.*, and the Environmental Guidelines of the City of Placentia. Staff recommends that the City Council exercise its independent judgement and find that TPM 2017-100 is exempt from CEQA pursuant to State CEQA Guidelines § 15315 (Class 15 – Minor Land Divisions) as the subdivision will result in the creation of four or less lots.

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. Resolution No. R-2019-XX – TPM 2017-100
2. TPM 2017-100 Subdivision Map
3. Applicant's Extension of Approval Request Dated Received November 4, 2019
4. January 16, 2018 City Council Staff Report for TPM 2017-100 and Attachments

RESOLUTION NO. R-2019-64

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA APPROVING AN EXTENSION OF TIME APPROVAL FOR TENTATIVE PARCEL MAP NO. TPM 2017-100 FOR THE SUBDIVISION OF FOUR PARCELS LOCATED WITHIN THE CITY OF PLACENTIA AND THE CITY OF ANAHEIM ON PROPERTY LOCATED WEST OF VAN BUREN STREET, NORTH OF MIRALOMA AVENUE WITHIN THE MANUFACTURING (M) AND OIL COMBINING (O) OVERLAY DISTRICTS

A. Recitals

WHEREAS, Jay Tanjuan, representing CP Logistics Van Buren, LLC, and Panattoni ("Applicant" hereinafter), located on property west of Van Buren Street, north of Miraloma Avenue, filed an application for an extension of approval of Tentative Parcel Map No. TPM 2017-100, as described in the title of this Resolution. In this Resolution, the subject Tentative Parcel Map are referred to as the "Applications";

WHEREAS, the requested extension of approval for TPM 2017-100 will extend the expiration of the subdivision map an additional twelve (12) months to January 18, 2021 and, thereby, maintain all conditions of approval as prescribed by Resolution No. PC-2017-23;

WHEREAS, on January 16, 2018, the City Council of the City of Placentia considered Tentative Parcel Map No. TPM 2017-100 at a regular meeting of the City Council, as required by law, approving a recommendation of approval from the Planning Commission of the City of Placentia for TPM 2017-100;

WHEREAS, on December 12, 2017, the Planning Commission of the City of Placentia conducted, and concluded, a duly noticed public hearing, as required by law, recommending to the City Council of the City of Placentia, approval of TPM 2017-100;

WHEREAS, The Planning Commission heard testimony, received a report and other relevant information from City Staff and members of the public including the "Applicant", regarding a Tentative Tract Map application.

WHEREAS, all 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:

Section 1. The City Council hereby specifically finds that all of the facts set forth in the Recitals, Part A, of this Resolution are true and correct.

Section 2. Based upon substantial evidence presented to this City Council with regard to the application, including written staff reports and development plans, the City Council hereby specifically finds as follows:

a. The proposed project will not be: (1) detrimental to the health, safety or general welfare of the persons residing or working within the neighborhood of the proposed development or within the city, or (2) injurious to the property or improvements within the neighborhood or within the city. Subject to compliance with the Conditions of Approval set forth by Resolution No. PC-2017-23, the project complies with all applicable code requirements and development standards of the Manufacturing (M) and Oil Combining Overlay Zoning District and Title 22, and with other applicable regulations of the Placentia Municipal Code (PMC).

b. The proposed use is consistent with the City's General Plan. The General Plan Land Use designation for the subject site is "Industrial", and the proposed use does not involve any change in the land use of the subject site. The proposed project involves the subdivision of on lot into four lots with two lots within the City of Placentia measuring approximately 2.07 acres (Parcel 1) and 2.93 acres (Parcel 2) in order to accommodate for the development of an industrial building on each respective lot.

c. The proposed project as presented in the staff report and accompanying plans complies with all requirements of Chapter 23.47, "M"-Manufacturing District, of the PMC. City Staff carefully examined the proposed development against the applicable development regulations prescribed in Title 23 (Zoning Ordinance) and determined it to be in substantial compliance. The proposed Development includes Conditions of Approval and Standard Development Requirements to ensure full compliance with applicable code requirements.

d. Conditions necessary to secure the purposes of this section, including guarantees and evidence of compliance with conditions are made part of this development approval. Resolution No. PC-2017-23 contain Conditions of Approval and Standard Development requirements specific to this development application in order to provide assurances that the proposed construction of the residential development project and related on and off-site improvements are in compliance with applicable requirements of the PMC.

e. That the proposed map is consistent with the General Plan. The proposed Tentative Parcel Map is to support the construction of two industrial buildings on the site. The proposed industrial development is consistent with all polices, programs, and goals of the General Plan.

f. That the site is physically suitable for the type of development. The subject site is a 5-acre area, which has been designed to accommodate the development,

as well as sufficient parking and landscaping. Based on the this, the subject site is adequate to accommodate the proposed industrial development.

g. That the site is physically suitable for the type of development. The subject site is a 5-acre area, which has been designed to accommodate the development, as well as sufficient parking and landscaping. Based on this, the subject site is adequate to accommodate the proposed industrial development.

h. That the design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision. As part of the review of the application, an extensive record research was completed. Additionally, the applicant submitted a preliminary title report with their application. Although easements have been found, they are mostly for utility access only. All of the easements will be protected in place and will not be altered by the construction of the project.

i. That the design of the subdivision or the proposed improvements is not likely to cause substantial environmental damage or substantially and avoidably injure wildlife or their habitat. The subject site is an underutilized and unimproved property that only has limited vegetation. There are no known areas within the City that host wildlife or their habitat, most particularly species.

j. The intent of the M(O) zone is to stabilize and retain the industrial character and integrity of the district. The proposed project will create a new industrial complex. The applicant has designed the industrial development in a manner that accomplishes all of the goals of the General Plan and Zoning Code, while avoiding significant impacts to the neighboring properties by utilizing proper site design, good architecture, and providing active community open spaces. Furthermore, the proposed design will enhance the streetscape, thus providing a pleasing aspect to those driving on Van Buren Street.

k. The proposed development's site plan and its design features, including architecture and landscaping, will integrate harmoniously with and enhance the character and design of the site, the immediate neighborhood, and the surrounding areas of the City. Currently the site is underutilized undeveloped site.

Section 3.

a. Based upon the environmental review of the project, the City Council finds that Tentative Tract Map 18129 is exempt from the California Environmental Quality Act ("CEQA"), Public Resources Code §§ 21000 *et seq.*, the State CEQA Guidelines, 14 C.C.R. §§ 15000 *et seq.*, and the Environmental Guidelines of the City of Placentia pursuant to the State CEQA Guidelines § 15315 (Class 15 – Minor Land Division) as the subdivision will result in the creation of four or less lots.

b. The City Council finds and determines that, based upon the findings set forth above and below, and changes and alterations which have been incorporated into and conditioned upon the proposed project, no significant adverse environmental effects will occur; and

c. The City Council finds that facts supporting the above-specified findings are contained in the staff report and exhibits, and the information provided during the City Council meeting conducted with respect to the Application.

Section 4. Based upon the findings and conclusions set forth herein, the City Council hereby approves the extension of approval for TPM 2017-100 for twelve (12) months to January 18, 2021, as modified herein, and specifically subject to the conditions of approval set forth in Resolution No. PC-2017-23 and by this reference incorporated herein.

PASSED, ADOPTED and APPROVED this 19th day of November 2019.

_____
Rhonda Shader, Mayor

ATTEST:

_____
Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert S. McKinnell, 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 19th day of November 2019 by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

_____
Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

_____
Christian Bettenhausen, City Attorney

SHEET 1 OF 7 SHEETS
NUMBER OF PARCELS: 4 NUMBERED
AREA: 9.996 ACRES GROSS
AREA: 9.966 ACRES NET
DATE OF SURVEY: SEPTEMBER 2016
BEING ALL OF TENTATIVE
PARCEL MAP NO. 2017-100

PARCEL MAP NO. 2017-100

IN THE CITIES OF ANAHEIM AND PLACENTIA
COUNTY OF ORANGE, STATE OF CALIFORNIA

BEING A SUBDIVISION OF THE NORTH HALF OF LOT 40 OF HAZARD'S SUBDIVISION AS SHOWN ON LICENSED SURVEYOR'S MAP FILED IN BOOK 1, PAGE 26 OF RECORDS OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

THIENES ENGINEERING, INC. DATE OF SURVEY: SEPTEMBER 2016 BRIAN L. THIENES P.L.S. NO. 5750

ACCEPTED AND FILED AT THE REQUEST OF
FIRST AMERICAN TITLE INSURANCE COMPANY
DATE: _____
TIME: _____ FEE: $ _____
INSTRUMENT NO. _____
BOOK: _____ PAGE: _____
HUGH NGUYEN
COUNTY CLERK/RECORDER
BY: _____
DEPUTY

OWNERSHIP CERTIFICATE:

WE, THE UNDERSIGNED, BEING ALL PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND COVERED BY THIS MAP, DO HEREBY CONSENT TO THE PREPARATION OF SAID MAP, AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

WE HEREBY IRREVOCABLY OFFER FOR DEDICATION TO THE CITY OF ANAHEIM:

THE 4' WIDE EASEMENT FOR SIDEWALK, CURB RAMPS AND OTHER PUBLIC PURPOSES AS SHOWN ON THIS MAP.

THE 40' WIDE EASEMENT FOR ACCESS AND EMERGENCY PURPOSES INCLUDING INGRESS AND EGRESS RIGHTS TO MAINTAIN A PUBLIC SEWER MANHOLE AND PUBLIC SEWER LINE AS SHOWN ON THIS MAP.

THE 20' WIDE EASEMENT FOR ACCESS PURPOSES INCLUDING INGRESS AND EGRESS RIGHTS TO MAINTAIN A PUBLIC SEWER MANHOLE AND PUBLIC SEWER LINE AS SHOWN ON THIS MAP.

THE 15' WIDE AND 20' WIDE EASEMENT FOR SEWER INCLUDING INGRESS AND EGRESS RIGHTS FOR MAINTENANCE PURPOSES AS SHOWN ON THIS MAP.

WE ALSO HEREBY RELEASE AND RELINQUISH TO THE CITY OF ANAHEIM ALL VEHICULAR ACCESS RIGHTS TO VAN BUREN STREET, EXCEPT AT STREET INTERSECTIONS AND APPROVED ACCESS LOCATIONS, AS SHOWN ON THIS MAP.

WE HEREBY IRREVOCABLY OFFER FOR DEDICATION TO THE CITY OF PLACENTIA:

THE 2.5' WIDE EASEMENT FOR ROAD, PUBLIC UTILITIES AND OTHER PUBLIC PURPOSES OVER PARCEL 1, AS SHOWN ON THIS MAP.

THE 4' WIDE EASEMENT FOR SIDEWALK PURPOSES OVER PARCEL 1, AS SHOWN ON THIS MAP.

THE 10' BY 6' WIDE FIRE HYDRANT EASEMENT OVER PARCEL 1, AS SHOWN ON THIS MAP.

THE 40' WIDE EASEMENT FOR ACCESS AND EMERGENCY PURPOSES INCLUDING INGRESS AND EGRESS RIGHTS TO MAINTAIN PUBLIC UTILITIES, AS SHOWN ON THIS MAP.

WE ALSO HEREBY RELEASE AND RELINQUISH TO THE CITY OF PLACENTIA, ALL VEHICULAR ACCESS RIGHTS TO VAN BUREN STREET, EXCEPT AT APPROVED DRIVEWAYS, AS SHOWN ON THIS MAP.

WE HEREBY RESERVE FOR OURSELVES, OUR HEIRS AND ASSIGNS, THE FOLLOWING:

A 5' WIDE WATER LINE EASEMENT OVER PARCEL 1 FOR THE BENEFIT OF PARCEL 2;

A 4' WIDE ADA ACCESS EASEMENT OVER PARCEL 1 FOR THE BENEFIT OF PARCEL 2.

A FIRE LINE EASEMENT OVER PARCEL 1 FOR THE BENEFIT OF PARCEL 2.

A 40' WIDE RECIPROCAL VEHICULAR AND PEDESTRIAN ACCESS, UTILITY, SURFACE DRAINAGE, EMERGENCY PERSONNEL AND EMERGENCY VEHICLE ACCESS EASEMENT FOR THE BENEFIT OF PARCELS 1, 2, 3, AND 4.

A VARIABLE WIDTH STORM DRAIN EASEMENT OVER PARCEL 1 FOR THE BENEFIT OF PARCELS 2, 3 AND 4.

A 5' WIDE WATER LINE EASEMENT OVER PARCEL 4 FOR THE BENEFIT OF PARCEL 3.

A 4' WIDE ADA ACCESS EASEMENT OVER PARCEL 4 FOR THE BENEFIT OF PARCEL 3.

A 7.5' AND 5' WIDE FIRE LINE EASEMENT OVER PARCEL 4 FOR THE BENEFIT OF PARCEL 3.

A RECIPROCAL 6' BY 15' FIRE LINE EASEMENT OVER PARCELS 3 AND 4 FOR THE BENEFIT OF PARCELS 1, 2, 3, AND 4.

A 10' WIDE SEWER LINE EASEMENT OVER PARCEL 3 FOR THE BENEFIT OF PARCEL 4.

A RECIPROCAL PARKING EASEMENT OVER PORTIONS OF PARCELS 3 AND 4 FOR THE BENEFIT OF PARCELS 3 AND 4. THE TERMS AND CONDITIONS OF SUCH EASEMENT BEING AS SET FORTH IN CC&Rs BEING RECORDED AFTER THE FILING OF THE PARCEL MAP.

CP LOGISTICS VAN BUREN, LLC, A DELAWARE LIMITED LIABILITY COMPANY
BY: CP LOGISTICS PLATFORM, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS SOLE MEMBER
BY: PANATTONI CLP, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS ADMINISTRATOR
BY: PANATTONI CLP OPERATOR, LLC, A DELWARE LIMITED LIABILITY COMPANY, ITS MANAGER

BY: _____

PRINT NAME: WILLIAM BULLEN

PRINT TITLE: VICE PRESIDENT

NOTARY ACKNOWLEDGMENT:

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 _____)
) ss
COUNTY OF _____)

ON _____ BEFORE ME _____ (INSERT NAME), A NOTARY PUBLIC

PERSONALLY APPEARED _____
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY ON BEHALF OF WHICH THE PERSONS(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF TEXAS THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

_____ _____
SIGNATURE MY COMMISSION NUMBER

_____ MY COMMISSION EXPIRES _____
PRINT NAME

MY PRINCIPAL PLACE OF BUSINESS IS IN: _____ COUNTY

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF CP LOGISTICS VAN BUREN, LLC IN SEPTEMBER 2016. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN SUCH POSITIONS WITHIN 90 DAYS AFTER COMPLETION OF IMPROVEMENTS; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP.

DATED THIS _____ DAY OF _____, 2019

BRIAN L. THIENES _____
P.L.S. NO. 5750
MY LICENSE EXPIRES: 12/31/19

PROFESSIONAL LAND SURVEYOR BRIAN L. THIENES NO. 5750 STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT: (CITY OF ANAHEIM)

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND IT TO BE SUBSTANTIALLY THE SAME AS IT APPEARED IN THE TENTATIVE MAP AS FILED WITH, AMENDED AND APPROVED BY THE CITY OF ANAHEIM PLANNING COMMISSION; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND CITY SUBDIVISION REGULATIONS HAVE BEEN COMPLIED WITH. THIS STATEMENT WILL BE EFFECTIVE ON THE DATE UPON WHICH THE COUNTY OF ORANGE APPROVES THE MAP AS TECHNICALLY CORRECT.

THE CITY OF ANAHEIM DOES NOT ACCEPT AT THIS TIME THE IRREVOCABLE OFFERS OF DEDICATION AS SHOWN IN THE OWNERSHIP CERTIFICATE: (THE CITY'S NON-ACCEPTANCE OF THE IRREVOCABLE OFFERS OF DEDICATION SHALL RESERVE THE CITY'S ABILITY TO ACCEPT ALL OR PART OF THE DEDICATIONS AT ANY LATER DATE IN ACCORDANCE WITH STATE LAW WITHOUT ANY FURTHER ACTION BY THE OFFERORS.)

THE 4' WIDE EASEMENT FOR SIDEWALK, CURB RAMPS AND OTHER PUBLIC PURPOSES AS DEDICATED.

THE 40' WIDE EASEMENT FOR ACCESS AND EMERGENCY PURPOSES INCLUDING INGRESS AND EGRESS RIGHTS TO MAINTAIN A PUBLIC SEWER MANHOLE AND PUBLIC SEWER LINE AS DEDICATED.

THE 20' WIDE EASEMENT FOR ACCESS PURPOSES INCLUDING INGRESS AND EGRESS RIGHTS TO MAINTAIN A PUBLIC SEWER MANHOLE AND PUBLIC SEWER LINE AS DEDICATED.

THE 15' WIDE AND 20' WIDE EASEMENT FOR SEWER INCLUDING INGRESS AND EGRESS RIGHTS FOR MAINTENANCE PURPOSES AS DEDICATED.

THE CITY OF ANAHEIM DOES HEREBY ACCEPT ALL VEHICULAR ACCESS RIGHTS TO VAN BUREN STREET AS RELEASED AND RELINQUISHED.

I ALSO HEREBY CERTIFY THAT THE CITY OF ANAHEIM HAS APPROVED SUBJECT MAP PURSUANT TO THE PROVISIONS OF SECTION 66436 (a)(3)(A) OF THE SUBDIVISION MAP ACT.

DATED THIS _____ DAY OF _____, 2019

_____ _____
CITY ENGINEER R.C.E. NO.
CITY OF ANAHEIM MY REGISTRATION EXPIRES:

CITY ENGINEER'S STATEMENT: (CITY OF PLACENTIA)

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND IT TO BE SUBSTANTIALLY IN CONFORMANCE WITH THE TENTATIVE MAP, IF REQUIRED, AS FILED WITH, AMENDED AND APPROVED BY THE CITY PLANNING COMMISSION; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND CITY SUBDIVISION REGULATIONS HAVE BEEN COMPLIED WITH AND THE MAP IS TECHNICALLY CORRECT IN ALL RESPECTS NOT STATED TO BY THE COUNTY SURVEYOR.

DATED THIS _____ DAY OF _____, 2019

MASOUD SEPAHI _____
CITY ENGINEER R.C.E. NO. 52786
CITY OF PLACENTIA MY REGISTRATION EXPIRES: 12-31-2020

REGISTERED PROFESSIONAL ENGINEER MASOUD SEPAHI No. 52786 CIVIL STATE OF CALIFORNIA

COUNTY SURVEYOR'S STATEMENT:

(CITY OF ANAHEIM)
I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND THAT ALL MAPPING PROVISIONS OF THE SUBDIVISION MAP ACT HAVE BEEN COMPLIED WITH AND I AM SATISFIED SAID MAP IS TECHNICALLY CORRECT.

(CITY OF PLACENTIA)
I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND THAT ALL MAPPING PROVISIONS OF THE SUBDIVISION MAP ACT HAVE BEEN COMPLIED WITH AND I AM SATISFIED SAID MAP IS TECHNICALLY CORRECT RELATIVE TO THE PARCEL MAP BOUNDARY.

DATED THIS _____ DAY OF _____, 2019

KEVIN R. HILLS, COUNTY SURVEYOR
L.S. 6617

_____
BY: LILY M. N. SANDBERG, DEPUTY COUNTY SURVEYOR
L.S. 8402

SEE SHEET 2 FOR SIGNATURE OMISSIONS, IMPROVEMENT CERTIFICATE, CITY CLERK'S CERTIFICATE (CITY OF PLACENTIA), & COUNTY TREASURER-TAX COLLECTOR'S CERTIFICATE

SHEET 2 OF 7 SHEETS
NUMBER OF PARCELS: 4 NUMBERED
AREA: 9.996 ACRES GROSS
AREA: 9.966 ACRES NET
DATE OF SURVEY: SEPTEMBER 2016
BEING ALL OF TENTATIVE
PARCEL MAP NO. 2017-100

PARCEL MAP NO. 2017-100

IN THE CITIES OF ANAHEIM AND PLACENTIA
COUNTY OF ORANGE, STATE OF CALIFORNIA

THIENES ENGINEERING, INC. DATE OF SURVEY: SEPTEMBER 2016 BRIAN L. THIENES P.L.S. NO. 5750

SIGNATURE OMISSIONS:

PURSUANT TO THE PROVISIONS OF SECTION 66436 (a)(3)(A) OF THE SUBDIVISION MAP ACT, THE FOLLOWING SIGNATURE HAS BEEN OMITTED:

SOUTHERN CALIFORNIA EDISON COMPANY, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES PER GRANT OF EASEMENT RECORDED OCTOBER 10, 2018 AS INSTRUMENT NO. 20180003680091, OF OFFICIAL RECORDS.

CITY OF ANAHEIM, A MUNICIPAL CORPORATION, HOLDER OF AN EASEMENT FOR ROAD, PUBLIC UTILITIES AND OTHER PUBLIC PURPOSES PER EASEMENT DEED RECORDED MAY 22, 2018 AS INSTRUMENT NO. 20180001853312, OF OFFICIAL RECORDS.

PURSUANT TO THE PROVISIONS OF SECTION 66436 (a)(3)(C) OF THE SUBDIVISION MAP ACT, THE FOLLOWING SIGNATURES HAVE BEEN OMITTED:

LAOR LIQUIDATING ASSOCIATES, A PARTNERSHIP, HOLDER OF MINERAL RIGHTS BY DOCUMENT RECORDED APRIL 21, 1976 AS INSTRUMENT NO. 22328, IN BOOK 11710, PAGE 727 OF OFFICIAL RECORDS OF ORANGE COUNTY.

CITY CLERK'S CERTIFICATE: (CITY OF PLACENTIA)

STATE OF CALIFORNIA)
CITY OF PLACENTIA) SS
COUNTY OF ORANGE)

I HEREBY CERTIFY THAT THIS MAP WAS PRESENTED FOR APPROVAL TO THE CITY COUNCIL OF THE CITY OF PLACENTIA AT A REGULAR MEETING THEREOF HELD ON THE _____ DAY OF _____, 2019, AND THAT THEREUPON SAID COUNCIL DID, BY AN ORDER DULY PASSED AND ENTERED, APPROVED SAID MAP.

AND DID ALSO ACCEPT THE FOLLOWING IRREVOCABLE OFFERS OF DEDICATIONS ON BEHALF OF THE CITY OF PLACENTIA:

THE 2.5' WIDE EASEMENT FOR ROAD, PUBLIC UTILITIES AND OTHER PUBLIC PURPOSES OVER PARCEL 1, AS DEDICATED.

THE 4' WIDE EASEMENT FOR SIDEWALK PURPOSES OVER PARCEL 1, AS DEDICATED.

THE 10' BY 6' WIDE FIRE HYDRANT EASEMENT OVER PARCEL 1 AS DEDICATED.

THE 40' WIDE EASEMENT FOR ACCESS AND EMERGENCY PURPOSES INCLUDING INGRESS AND EGRESS RIGHTS TO MAINTAIN PUBLIC UTILITIES, AS DEDICATED.

THE VEHICULAR ACCESS RIGHTS TO VAN BUREN STREET, AS RELEASED AND RELINQUISHED.

AND DID ALSO APPROVE SUBJECT MAP PURSUANT TO THE PROVISIONS OF SECTION 66436(a)(3)(A) OF THE SUBDIVISION MAP ACT.

DATED THIS _____ DAY OF _____, 2019

PATRICK J. MELIA _____ BY: _____
CITY CLERK OF THE CITY OF PLACENTIA DEPUTY

COUNTY TREASURER-TAX COLLECTOR'S CERTIFICATE:

STATE OF CALIFORNIA)
) SS
COUNTY OF ORANGE)

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF MY OFFICE, THERE ARE NO LIENS AGAINST THE LAND COVERED BY THIS MAP OR ANY PART THEREOF FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOT YET PAYABLE.

AND DO CERTIFY TO THE RECORDER OF ORANGE COUNTY THAT THE PROVISIONS OF THE SUBDIVISION MAP ACT HAVE BEEN COMPLIED WITH REGARDING DEPOSITS TO SECURE PAYMENT OF TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND COVERED BY THIS MAP.

DATED THIS _____ DAY OF _____, 2019

SHARI L. FREIDENRICH _____ BY: _____
COUNTY TREASURER-TAX COLLECTOR TREASURER-TAX COLLECTOR

IMPROVEMENT CERTIFICATE:

PURSUANT TO THE PROVISIONS OF SECTION 66411.1 OF THE SUBDIVISION MAP ACT, NOTICE IS HEREBY GIVEN THAT THE FOLLOWING IMPROVEMENTS ARE REQUIRED TO BE CONSTRUCTED AS DIRECTED BY THE CITY ENGINEER FOR FUTURE BUILDING OR GRADING SITE DEVELOPMENT PLANS:

STREET IMPROVEMENTS ALONG VAN BUREN STREET INCLUDING BUT NOT LIMITED TO STREET GRADING AND PAVING; CURB AND GUTTER; LANDSCAPING AND IRRIGATION; TRAFFIC RELATED IMPROVEMENTS; SIDEWALK AND APPURTENANCES, PER CURRENT CITY OF ANAHEIM AND CITY OF PLACENTIA PUBLIC WORKS STANDARDS AT THE TIME OF CONSTRUCTION AND AS APPROVED BY THE CITY ENGINEER SHALL BE CONSTRUCTED PRIOR TO FINAL BUILDING AND ZONING INSPECTIONS.

SEWER IMPROVEMENTS INCLUDING BUT NOT LIMITED TO: MAIN LINE AND LATERAL LINES, MANHOLES AND APPURTENANCES, PER CURRENT CITY OF ANAHEIM AND CITY OF PLACENTIA PUBLIC WORKS STANDARDS AT THE TIME OF CONSTRUCTIONS AND AS APPROVED BY THE CITY ENGINEER SHALL BE CONSTRUCTED PRIOR TO FINAL BUILDING AND ZONING INSPECTIONS.

STORM DRAIN IMPROVEMENTS INCLUDING BUT NOT LIMITED TO: MAIN LINE AND LATERAL LINES, MANHOLES, CATCH BASINS AND APPURTENANCES, PER CURRENT CITY OF ANAHEIM AND CITY OF PLACENTIA PUBLIC WORKS STANDARDS AT THE TIME OF CONSTRUCTION AND AS APPROVED BY THE CITY ENGINEER SHALL BE CONSTRUCTED PRIOR TO FINAL BUILDING AND ZONING INSPECTIONS.

SHEET 3 OF 7 SHEETS
NUMBER OF PARCELS: 4 NUMBERED
AREA: 9.996 ACRES GROSS
AREA: 9.966 ACRES NET
DATE OF SURVEY: SEPTEMBER 2016
BEING ALL OF TENTATIVE
PARCEL MAP NO. 2017-100

PARCEL MAP NO. 2017-100

IN THE CITIES OF ANAHEIM AND PLACENTIA
COUNTY OF ORANGE, STATE OF CALIFORNIA

THIENES ENGINEERING, INC. DATE OF SURVEY: SEPTEMBER 2016 BRIAN L. THIENES P.L.S. NO. 5750

MONUMENT AND ESTABLISHMENT NOTES:

[1] FOUND SPIKE AND WASHER STAMPED "ORANGE COUNTY SURVEY", PER R8; ACCEPTED AS THE NORTHERLY CENTERLINE INTERSECTION OF ORANGETHORPE AVENUE (OLD) AND VAN BUREN STREET AS SHOWN ON R1; FLUSH.

[2] FOUND SPIKE AND WASHER, TAGGED "ORANGE COUNTY SURVEY", PER R8; ACCEPTED AS CENTERLINE INTERSECTION OF ORANGETHORPE AVENUE AND VAN BUREN STREET AS SHOWN ON R4; DOWN 0.2'.

[3] FOUND GEAR SPIKE AND WASHER ILLEGIBLE PER R3; ACCEPTED AS BEING THE SPIKE & WASHER STAMPED "LS 2988" PER R3 AND ACCEPTED AS CENTERLINE INTERSECTION VAN BUREN STREET AND SIERRA VISTA AVENUE ALSO BEING THE EASTERLY PROLONGATION OF THE NORTH LINE OF LOT 40 OF R9 PER R1; DOWN 0.1'.

[4] FOUND SPIKE WITH PUNCH AND ILLEGIBLE WASHER; ACCEPTED AS BEING THE SPIKE & WASHER STAMPED "LS 2998" PER R5; ACCEPTED AS CENTERLINE INTERSECTION VAN BUREN STREET AND MIRALOMA AVENUE; FLUSH.

[5] ESTABLISHED BY INTERSECTION OF THE CENTERLINE OF VAN BUREN STREET AND THE EASTERLY PROLONGATION OF NORTHERLY LINE OF R5; FOUND 3/4" IRON PIPE, NO TAG, NO REF; DOWN 0.9'; N 39°00'00" E, 0.15' FROM THE ESTABLISHED POINT.

[6] FOUND 1" IRON PIPE, TAGGED "LS 3807"; PER CITY OF ANAHEIM TIE BOOK 53, PAGE 113; ACCEPTED AS AN ANGLE POINT IN THE CENTERLINE OF MIRALOMA AVENUE PER R5; DOWN 0.3'.

[7] FOUND 2" BRASS DISK WITH PUNCH, IN WELL MONUMENT, PER CORNER RECORD 2005-1804; ACCEPTED AS THE CENTERLINE INTERSECTION MIRALOMA AVENUE AND JEFFERSON STREET AS SHOWN ON R1; DOWN 2.1'; O.C.S. GPS # 5231.

[8] FOUND SPIKE AND WASHER, TAGGED "COUNTY SURVEYOR RCE 6978", PER R4; ACCEPTED AS CENTERLINE INTERSECTION ORANGETHORPE AVE. (OLD) AND JEFFERSON STREET PER R4; DOWN 0.2'.

[9] S.F.N.; INTERSECTION OF CENTERLINE OF JEFFERSON STREET AND THE WESTERLY PROLONGATION OF NORTHERLY LINE OF LOT 41 OF R9; ESTABLISHED BY PRORATION BETWEEN [7] & [8] PER R1.

[10] FOUND LEAD AND TACK, TAGGED "LS 3999" IN LIEU OF 2" IRON PIPE TAGGED "LS 3999" PER R3; ACCEPTED AS SOUTHWEST CORNER PARCEL 1 OF R3, ALSO ACCEPTED AS BEING A POINT ON LINE BETWEEN CITY OF ANAHEIM AND CITY OF PLACENTIA.

[11] S.F.N.; NORTHWEST CORNER OF LOT 40 OF R9; ESTABLISHED BY PRORATION PER R1 AND R3.

[12] FOUND 1" IRON PIPE, TAGGED "LS 3807", NO REF; ACCEPTED AS THE NORTHWEST CORNER OF R5; DOWN 0.4'.

[13] FOUND 1" IRON PIPE, TAGGED "LS 3807", NO REF; ACCEPTED AS THE NORTHWEST CORNER OF LOT 4 OF R5; DOWN 1.2'.

[14] FOUND NAIL AND TAG, TAGGED "LS 3807", NO REF; ACCEPTED AS THE NORTHWEST CORNER OF LOT 10 OF R5; DOWN 0.9'.

[15] FOUND 1" IRON PIPE, TAGGED "LS 3807", NO REF; ACCEPTED AS THE NORTHWEST CORNER OF LOT 12 OF R5; UP 0.2'.

[16] FOUND 1" IRON PIPE, TAGGED "LS 3807", NO REF; ACCEPTED AS THE SOUTHWEST CORNER PARCEL 1 OF R5; DOWN 0.9'.

[17] FOUND 1" IRON PIPE, NO TAG, NO REF; ACCEPTED AS THE NORTHEAST CORNER LOT 40 OF R9; DOWN 0.4'; SET TAG "LS 5750".

[18] CITY LIMIT LINE, ESTABLISHED BY A LINE THROUGH [10] PER R3 TO THE MID POINT OF THE EAST LINE OF THE NORTH HALF OF LOT 40 OF R9.

[19] S.F.N.; ESTABLISHED BY INTERSECTION OF [18] AND WEST LINE OF NORTH HALF LOT 40 OF R9.

[20] ANGLE POINT IN THE CITY BOUNDARY LINE AND THE MID POINT OF THE EAST LINE OF THE NORTH HALF OF LOT 40 OF R9.

[21] S.F.N.; CENTERLINE INTERSECTION OF SIERRA MADRE CIRCLE AND VAN BUREN STREET; ESTABLISHED AT MID POINT BETWEEN [3] & [5].

[22] S.F.N.; NORTHEAST CORNER OF R5; ESTABLISHED BY INTERSECTION OF EASTERLY PROLONGATION OF THE NORTHERLY LINE OF R5 AND THE WESTERLY LINE OF VAN BUREN STREET (29.50' WESTERLY HALF RIGHT OF WAY).

LEGEND:

S.F.N. SEARCHED FOUND NOTHING
( ) RECORD DATA AS NOTED PER MAP REFERENCE
,,,,,, INDICATES RELEASED AND RELINQUISHED VEHICULAR ACCESS RIGHTS.

MONUMENT NOTES:

ALL MONUMENTS SHOWN "SET" OR "TO BE SET" WILL BE SET WITHIN 90 DAYS AFTER COMPLETION OF IMPROVEMENTS.

● INDICATES FOUND MONUMENT AS NOTED.
▲ INDICATES FOUND O.C.S. GPS MONUMENT AS NOTED.
○ INDICATES 1" IRON PIPE, TAGGED "LS 5750", TO BE SET.
□ INDICATES 2" IRON PIPE, TAGGED "LS 5750", TO BE SET.

NOTE: IN THE EVENT THE ABOVE MONUMENTS ON EITHER THE BOUNDARY CORNERS OR THE PARCEL CORNERS CANNOT BE SET AS STATED ABOVE, DUE TO UNFORESEEN CIRCUMSTANCES, THEN THE FOLLOWING WILL BE SET AT THE LOCATION SPECIFIED IN LIEU THEREOF:

1. A LEAD & TACK TAGGED "L.S. 5750" WILL BE SET IN CONCRETE ON TOP OF CURB.
2. A SPIKE AND WASHER, STAMPED "L.S. 5750" WILL BE SET IN ASPHALT SURFACE, 2" OR MORE IN THICKNESS.

BASIS OF BEARINGS:

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING BETWEEN O.C.S. HORIZONTAL CONTROL STATION NO. 5231 AND O.C.S. HORIZONTAL CONTROL STATION NO. 0477 BEING N 63°15'57" E PER RECORDS ON FILE IN THE OFFICE OF THE ORANGE COUNTY SURVEYOR.

DATUM STATEMENT:

CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE IV, 1983 NAD, (2007.00 EPOCH OCS GPS ADJUSTMENT). ALL DISTANCES SHOWN ARE GROUND DISTANCES, UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES, MULTIPLY GROUND DISTANCES BY A COMBINATION FACTOR OF 0.99999057 AT OCS GPS #5231 [7].

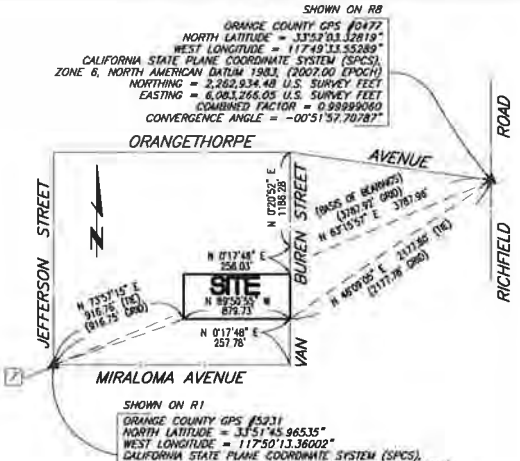
O.C.S. HORIZONTAL CONTROL DESCRIPTION:

O.C.S. HORIZONTAL CONTROL STATION NO. 0477:
FOUND PUNCHED BOLT AND O.C.S. WASHER STAMPED "RCE 6978" DOWN 0.1' BELOW SURFACE AT THE CENTERLINE INTERSECTION OF ORANGETHORPE AVENUE AND RICHFIELD ROAD.

O.C.S. HORIZONTAL CONTROL STATION NO 5231:
FOUND 2" PUNCHED BRASS DISK DOWN 2.0' IN WELL MONUMENT, LOCATED AT THE CENTERLINE INTERSECTION OF JEFFERSON STREET AND MIRALOMA AVENUE.

GPS TIES & BASIS OF BEARINGS

N.T.S.

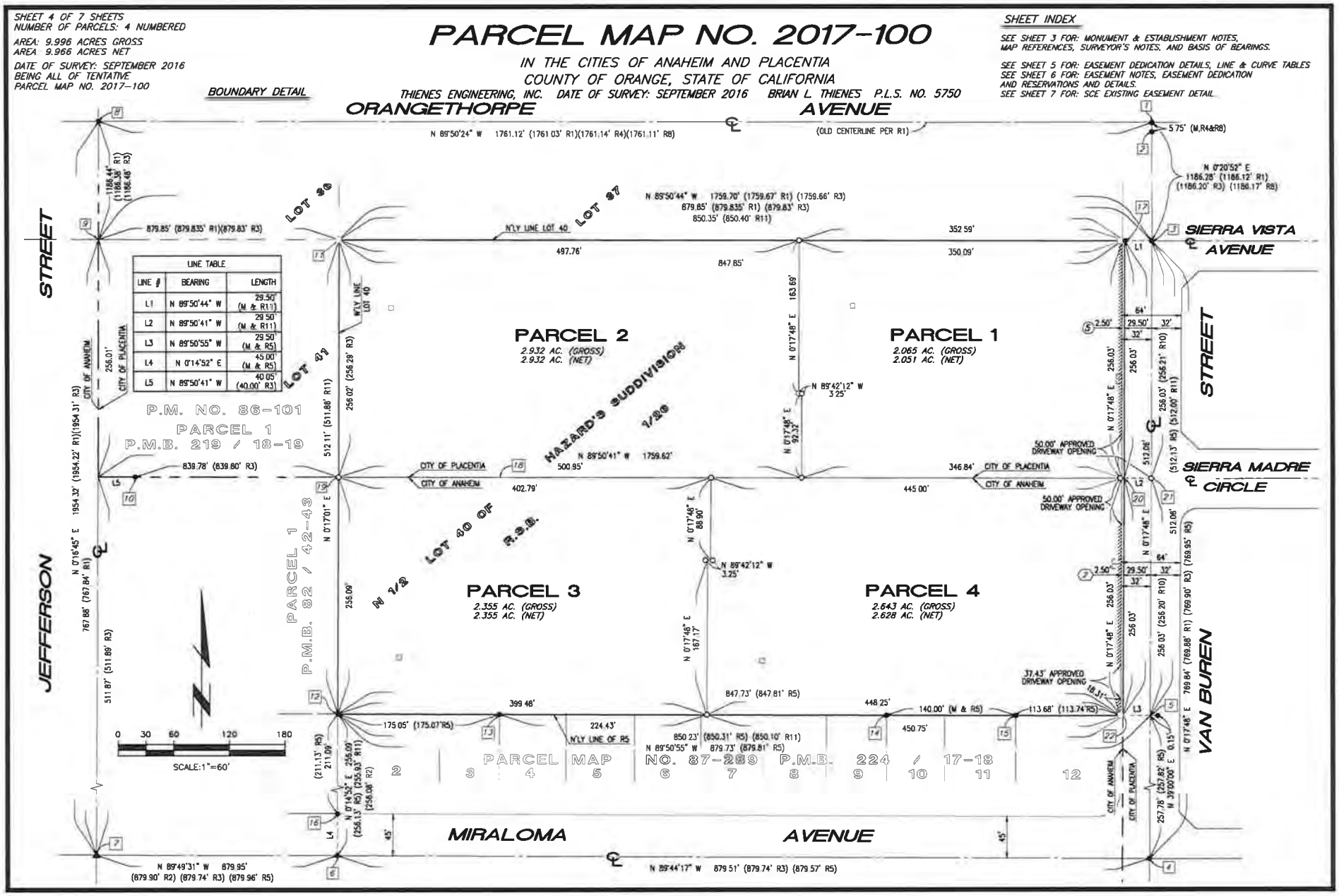


MAP REFERENCES:

R1	RECORD OF SURVEY NO. 82-1126	R.S.B. 104/11
R2	PARCEL MAP	P.M.B. 36/18
R3	PARCEL MAP NO. 86-101	P.M.B. 219/18-19
R4	PARCEL MAP NO. 85-335	P.M.B. 209/3-6
R5	PARCEL MAP NO. 87-289	P.M.B. 224/17-18
R6	PARCEL MAP NO. 87-180	P.M.B. 233/39-40
R7	RECORD OF SURVEY	R.S.B. 77/39
R8	RECORD OF SURVEY	R.S.B. 100/8-13
R9	MAP OF HAZARD'S SUBDIVISION	R.S.B. 1/26
R10	PARCEL MAP NO. 81-805	P.M.B. 163/38-39
R11	RECORD OF SURVEY	R.S.B. 5/50

SHEET INDEX

SEE SHEET 4 FOR: BOUNDARY DETAIL LINE & CURVE TABLES
SEE SHEET 5 FOR: EASEMENT DEDICATION DETAILS, LINE & CURVE TABLES
SEE SHEET 6 FOR: EASEMENT NOTES, EASEMENT DEDICATION AND RESERVATIONS AND DETAILS.
SEE SHEET 7 FOR: SCE EXISTING EASEMENT DETAIL


SHEET 4 OF 7 SHEETS
NUMBER OF PARCELS: 4 NUMBERED
AREA: 9.996 ACRES GROSS
AREA: 9.966 ACRES NET
DATE OF SURVEY: SEPTEMBER 2016
BEING ALL OF TENTATIVE
PARCEL MAP NO. 2017-100
BOUNDARY DETAIL
PARCEL MAP NO. 2017-100
IN THE CITIES OF ANAHEIM AND PLACENTIA
COUNTY OF ORANGE, STATE OF CALIFORNIA
THIENES ENGINEERING, INC. DATE OF SURVEY: SEPTEMBER 2016 BRIAN L. THIENES P.L.S. NO. 5750
SHEET INDEX
SEE SHEET 3 FOR: MONUMENT & ESTABLISHMENT NOTES, MAP REFERENCES, SURVEYOR'S NOTES, AND BASIS OF BEARINGS.
SEE SHEET 5 FOR: EASEMENT DEDICATION DETAILS, LINE & CURVE TABLES
SEE SHEET 6 FOR: EASEMENT NOTES, EASEMENT DEDICATION AND RESERVATIONS AND DETAILS.
SEE SHEET 7 FOR: SCE EXISTING EASEMENT DETAIL
ORANGETHORPE AVENUE
(OLD CENTERLINE PER R1)
N 89°50'24" W 1761.12' (1761.03' R1)(1761.14' R4)(1761.11' R8)
JEFFERSON STREET
VAN BUREN STREET
SIERRA VISTA AVENUE
SIERRA MADRE CIRCLE
MIRALOMA AVENUE
N 89°49'31" W 879.95' (879.90' R2) (879.74' R3) (879.96' R5)
N 89°44'17" W 879.51' (879.74' R3) (879.57' R5)
LINE TABLE
LINE # | BEARING | LENGTH
L1 | N 89°50'44" W | 29.50' (M & R11)
L2 | N 89°50'41" W | 29.50' (M & R11)
L3 | N 89°50'55" W | 29.50' (M & R5)
L4 | N 0°14'52" E | 45.00' (M & R5)
L5 | N 89°50'41" W | 40.05' (40.00' R3)
PARCEL 1
2.065 AC. (GROSS)
2.051 AC. (NET)
PARCEL 2
2.932 AC. (GROSS)
2.932 AC. (NET)
PARCEL 3
2.355 AC. (GROSS)
2.355 AC. (NET)
PARCEL 4
2.643 AC. (GROSS)
2.628 AC. (NET)
HAZARD'S SUBDIVISION
LOT 39
LOT 37
LOT 41
N'LY LINE LOT 40
W'LY LINE LOT 40
N 1/2 LOT 40 OF R.S.B.
P.M. NO. 86-101
PARCEL 1
P.M.B. 219 / 18-19
PARCEL 1
P.M.B. 82 / 42-43
PARCEL MAP NO. 87-289 P.M.B. 224 / 17-18
CITY OF ANAHEIM
CITY OF PLACENTIA
50.00' APPROVED DRIVEWAY OPENING
37.43' APPROVED DRIVEWAY OPENING
SCALE:1"=60'
0 30 60 120 180
ATTACHMENT 2

SHEET 5 OF 7 SHEETS
NUMBER OF PARCELS: 4 NUMBERED

AREA: 9.996 ACRES GROSS
AREA: 9.966 ACRES NET

DATE OF SURVEY: SEPTEMBER 2016
BEING ALL OF TENTATIVE
PARCEL MAP NO. 2017-100

PARCEL MAP NO. 2017-100

IN THE CITIES OF ANAHEIM AND PLACENTIA
COUNTY OF ORANGE, STATE OF CALIFORNIA
THIENES ENGINEERING, INC. DATE OF SURVEY: SEPTEMBER 2016 BRIAN L. THIENES P.L.S. NO. 5750

SHEET INDEX

SEE SHEET 3 FOR: MONUMENT & ESTABLISHMENT NOTES, MAP REFERENCES, SURVEYOR'S NOTES, AND BASIS OF BEARINGS.

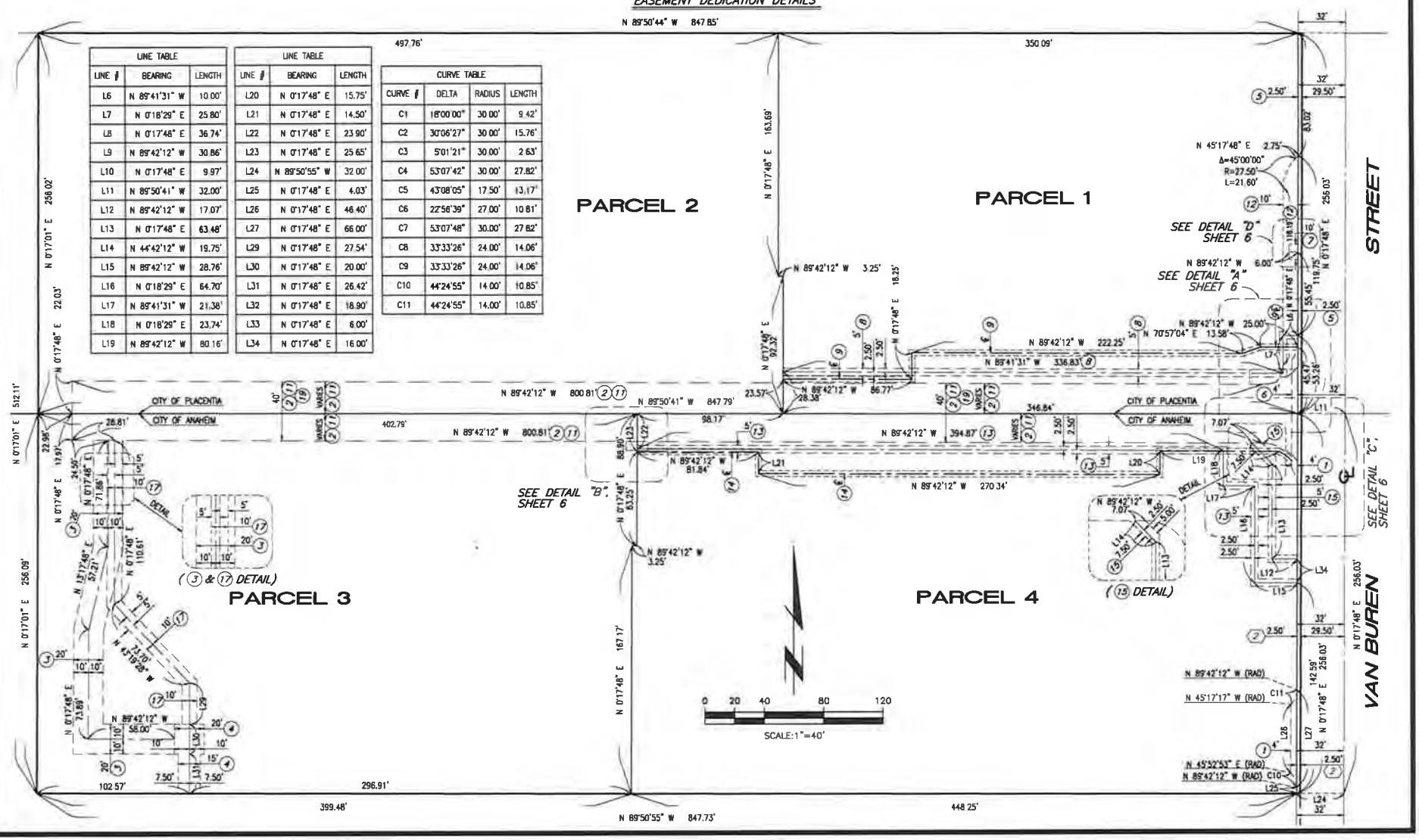
SEE SHEET 4 FOR: BOUNDARY DETAIL, LINE & CURVE TABLES
SEE SHEET 6 FOR: EASEMENT NOTES, EASEMENT DEDICATION AND RESERVATIONS AND DETAILS.
SEE SHEET 7 FOR: SCE EXISTING EASEMENT DETAIL

EASEMENT DEDICATION DETAILS

LINE TABLE		
LINE #	BEARING	LENGTH
L6	N 89°41'31" W	10.00'
L7	N 0°18'29" E	25.80'
L8	N 0°17'48" E	36.74'
L9	N 89°42'12" W	30.86'
L10	N 0°17'48" E	9.97'
L11	N 89°50'41" W	32.00'
L12	N 89°42'12" W	17.07'
L13	N 0°17'48" E	63.48'
L14	N 44°42'12" W	19.75'
L15	N 89°42'12" W	28.76'
L16	N 0°18'29" E	64.70'
L17	N 89°41'31" W	21.38'
L18	N 0°18'29" E	23.74'
L19	N 89°42'12" W	80.16'

LINE TABLE		
LINE #	BEARING	LENGTH
L20	N 0°17'48" E	15.75'
L21	N 0°17'48" E	14.50'
L22	N 0°17'48" E	23.90'
L23	N 0°17'48" E	25.65'
L24	N 89°50'55" W	32.00'
L25	N 0°17'48" E	4.03'
L26	N 0°17'48" E	46.40'
L27	N 0°17'48" E	66.00'
L29	N 0°17'48" E	27.54'
L30	N 0°17'48" E	20.00'
L31	N 0°17'48" E	26.42'
L32	N 0°17'48" E	18.90'
L33	N 0°17'48" E	6.00'
L34	N 0°17'48" E	16.00'

CURVE TABLE			
CURVE #	DELTA	RADIUS	LENGTH
C1	18°00'00"	30.00'	9.42'
C2	30°06'27"	30.00'	15.76'
C3	5°01'21"	30.00'	2.63'
C4	53°07'42"	30.00'	27.82'
C5	43°08'05"	17.50'	13.17'
C6	22°56'39"	27.00'	10.81'
C7	53°07'48"	30.00'	27.82'
C8	33°33'26"	24.00'	14.06'
C9	33°33'26"	24.00'	14.06'
C10	44°24'55"	14.00'	10.85'
C11	44°24'55"	14.00'	10.85'



ATTACHMENT 2

SHEET 6 OF 7 SHEETS
NUMBER OF PARCELS: 4 NUMBERED

AREA: 9.996 ACRES GROSS
AREA: 9.966 ACRES NET

DATE OF SURVEY: SEPTEMBER 2016
BEING ALL OF TENTATIVE
PARCEL MAP NO. 2017-100

PARCEL MAP NO. 2017-100

IN THE CITIES OF ANAHEIM AND PLACENTIA
COUNTY OF ORANGE, STATE OF CALIFORNIA

THIENES ENGINEERING, INC. DATE OF SURVEY: SEPTEMBER 2016 BRIAN L. THIENES P.L.S. NO. 5750

SHEET INDEX

SEE SHEET 3 FOR: MONUMENT & ESTABLISHMENT NOTES, MAP REFERENCES, SURVEYOR'S NOTES, AND BASIS OF BEARINGS.

SEE SHEET 4 FOR: BOUNDARY DETAIL, LINE & CURVE TABLES
SEE SHEET 5 FOR: EASEMENT DEDICATION DETAILS, LINE & CURVE TABLES
SEE SHEET 7 FOR: SCE EXISTING EASEMENT DETAIL.

EXISTING EASEMENTS:

(1) AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, GRANTED TO SOUTHERN CALIFORNIA EDISON COMPANY PER GRANT OF EASEMENT RECORDED OCTOBER 10, 2018 AS INSTRUMENT NO. 2018000368091, OF OFFICIAL RECORDS.

(2) A 2.5' WIDE EASEMENT FOR ROAD, PUBLIC UTILITIES AND OTHER PUBLIC PURPOSES, GRANTED TO THE CITY OF ANAHEIM PER EASEMENT DEED RECORDED MAY 22, 2018 AS INSTRUMENT NO. 2018000185312, OF OFFICIAL RECORDS.

EASEMENT DEDICATIONS AND RESERVATIONS:

(1) A 4' WIDE EASEMENT FOR SIDEWALK, CURB RAMPS AND OTHER PUBLIC PURPOSES OVER PARCEL 4 TO THE CITY OF ANAHEIM, DEDICATED HEREON

(2) A 40' WIDE EASEMENT FOR ACCESS AND EMERGENCY PURPOSES INCLUDING INGRESS AND EGRESS RIGHTS TO MAINTAIN A PUBLIC SEWER MANHOLE AND PUBLIC SEWER LINE OVER PARCELS 1, 2, 3, AND 4 TO THE CITY OF ANAHEIM, DEDICATED HEREON

(3) A 20' WIDE EASEMENT FOR ACCESS PURPOSES INCLUDING INGRESS AND EGRESS RIGHTS TO MAINTAIN A PUBLIC SEWER MANHOLE AND PUBLIC SEWER LINE OVER PARCEL 3 TO THE CITY OF ANAHEIM, DEDICATED HEREON

(4) 15' WIDE AND 20' WIDE EASEMENT FOR SEWER INCLUDING INGRESS AND EGRESS RIGHTS FOR MAINTENANCE PURPOSES OVER PARCEL 3 TO THE CITY OF ANAHEIM, DEDICATED HEREON

(5) A 2.5' WIDE EASEMENT FOR ROAD, PUBLIC UTILITIES AND OTHER PUBLIC PURPOSES OVER PARCEL 1 TO THE CITY OF PLACENTIA, DEDICATED HEREON

(6) A 4' WIDE EASEMENT FOR SIDEWALK PURPOSES OVER PARCEL 1 TO THE CITY OF PLACENTIA, DEDICATED HEREON

(7) A 10' BY 6' WIDE FIRE HYDRANT EASEMENT OVER PARCEL 1 TO THE CITY OF PLACENTIA, DEDICATED HEREON

(8) A 5' WIDE WATER LINE EASEMENT OVER PARCEL 1 FOR THE BENEFIT OF PARCEL 2 AS RESERVED HEREON

(9) A 4' WIDE ADA ACCESS EASEMENT OVER PARCEL 1 FOR THE BENEFIT OF PARCEL 2 AS RESERVED HEREON (CENTERLINE PLOTTED)

(10) A FIRE LINE EASEMENT OVER PARCEL 1 FOR THE BENEFIT OF PARCEL 2 AS RESERVED HEREON

(11) A 40' WIDE RECIPROCAL VEHICULAR AND PEDESTRIAN ACCESS, UTILITY, SURFACE DRAINAGE, EMERGENCY PERSONNEL AND EMERGENCY VEHICLE ACCESS EASEMENT FOR THE BENEFIT OF PARCELS 1, 2, 3, AND 4 AS RESERVED HEREON

(12) A STORM DRAIN EASEMENT OVER PARCEL 1 FOR THE BENEFIT OF PARCELS 2, 3 AND 4 AS RESERVED HEREON

(13) A 5' WIDE WATER LINE EASEMENT OVER PARCEL 4 FOR THE BENEFIT OF PARCEL 3 AS RESERVED HEREON

(14) A 4' WIDE ADA ACCESS EASEMENT OVER PARCEL 4 FOR THE BENEFIT OF PARCEL 3 AS RESERVED HEREON (CENTERLINE PLOTTED)

(15) A 7.5' WIDE AND 5' WIDE FIRE LINE EASEMENT OVER PARCEL 4 FOR THE BENEFIT OF PARCEL 3 AS RESERVED HEREON

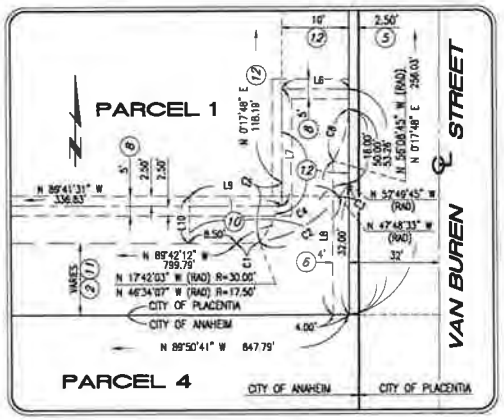
(16) A RECIPROCAL 6' BY 15' FIRE LINE EASEMENT OVER PARCELS 3 AND 4 FOR THE BENEFIT OF PARCELS 1, 2, 3, AND 4 AS RESERVED HEREON

(17) A 10' WIDE SEWER LINE EASEMENT OVER PARCEL 3 FOR THE BENEFIT OF PARCEL 4 AS RESERVED HEREON

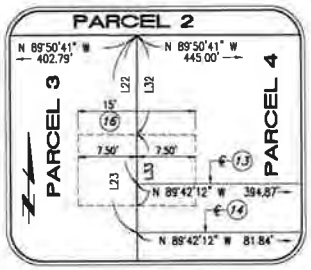
(18) NOT USED.

(19) A 40' WIDE EASEMENT FOR ACCESS AND EMERGENCY PURPOSES INCLUDING INGRESS AND EGRESS RIGHTS TO MAINTAIN PUBLIC UTILITES OVER PARCELS 1, 2, 3, AND 4 TO THE CITY OF PLACENTIA, DEDICATED HEREON

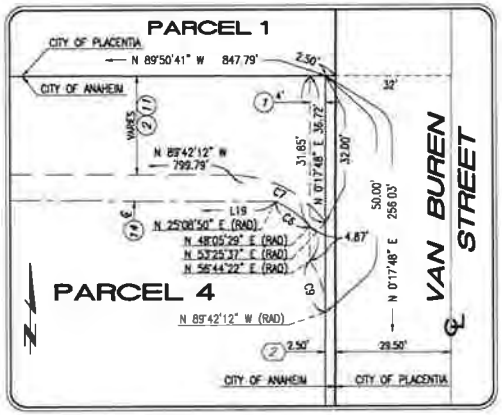
EASEMENT DESCRIPTIONS AND DETAILS "A" THROUGH "D"



DETAIL "A"
N.T.S



DETAIL "B"
N.T.S



DETAIL "C"
N.T.S



DETAIL "D"
N.T.S.

ATTACHMENT 2

SHEET 7 OF 7 SHEETS
NUMBER OF PARCELS: 4 NUMBERED
AREA: 9.996 ACRES GROSS
AREA: 9.966 ACRES NET
DATE OF SURVEY: SEPTEMBER 2016
BEING ALL OF TENTATIVE
PARCEL MAP NO. 2017-100

PARCEL MAP NO. 2017-100

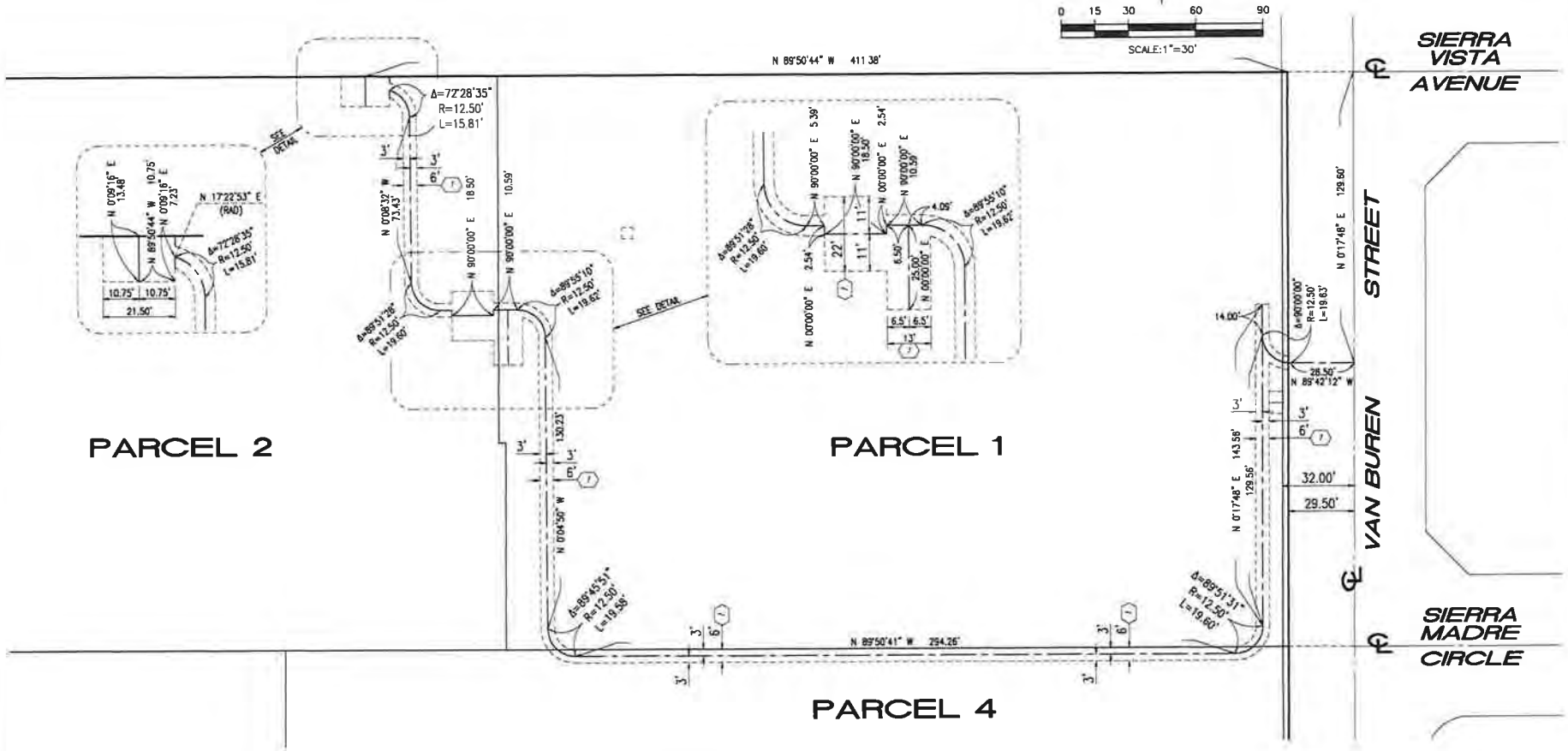
IN THE CITIES OF ANAHEIM AND PLACENTIA
COUNTY OF ORANGE, STATE OF CALIFORNIA
THIENES ENGINEERING, INC. DATE OF SURVEY: SEPTEMBER 2016 BRIAN L. THIENES P.L.S. NO. 5750

SHEET INDEX

SEE SHEET 3 FOR: MONUMENT & ESTABLISHMENT NOTES, MAP REFERENCES, SURVEYOR'S NOTES, AND BASIS OF BEARINGS.

SEE SHEET 4 FOR: BOUNDARY DETAIL, LINE & CURVE TABLES
SEE SHEET 5 FOR: EASEMENT DEDICATION DETAILS, LINE & CURVE TABLES
SEE SHEET 6 FOR: EASEMENT NOTES, EASEMENT DEDICATION AND RESERVATIONS AND DETAILS.

SCE EASEMENT (7) DETAIL



ATTACHMENT 2

PANATTONI®

November 4, 2019

Andrew Gonzales
City of Placentia
401 E. Chapman Ave., Placentia, CA 92870

Dear Andrew,

Per our email correspondence on October 28, 2019, the purpose of this letter is to specify the reason for the Tentative Parcel Map (TPM 2017-100) request to extend the recordation of the final parcel map for an additional twelve (12) months by City of Placentia City Council.

The final parcel map has been approved by the City of Placentia, City of Anaheim and County of Orange at staff level and in a position to route for signature and eventual recordation. However, by the time that I am able to get a date for the City of Placentia City Council to approve and sign the final parcel map, TPM 2017-100 will have expired or be close to expiration. The expiration date is December 11, 2019. Since this project is in two cities, I will also have to get the City of Anaheim to sign. This does not require City Council approval with the City of Anaheim but will still take time to route through the City of Anaheim. Additionally, this final parcel map will need to be signed by the County of Orange tax collector who has implemented a new process for signing final parcel maps which will now take approximately four to six weeks instead of the typical one day as it was in the recent past. Finally this final parcel map will need to signed by the County of Orange prior to recordation.

This signing/approval process will take time and allowing this twelve (12) month extension will give me the time I need to complete this entire process.

Please contact me if you have any questions.

Respectfully,

Jay Tanjuan
Sr. Development Manager

ATTACHMENT 3

Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF DEVELOPMENT SERVICES

DATE: JANUARY 16, 2018

SUBJECT: **TENTATIVE PARCEL MAP (TPM) 2017-100: A PROPOSED PARCEL MAP TO SUBDIVIDE AN APPROXIMATELY 10-ACRE LOT INTO FOUR PARCELS WITH TWO LOCATED WITHIN THE CITY OF PLACENTIA AND THE REMAINING LOTS WITHIN THE CITY OF ANAHEIM ON PROPERTY LOCATED WEST OF VAN BUREN STREET, NORTH OF MIRALOMA AVENUE WITHIN THE MANUFACTURING (M) AND OIL COMBINING (O) OVERLAY DISTRICTS**

FISCAL IMPACT: NONE

SUMMARY:

At the Planning Commission meeting held December 12, 2017, the Planning Commission voted 4-0-3 to recommend approval of TPM 2017-100 to the City Council. TPM 2017-100 is an application to subdivide an approximately 10-acre lot into four lots with two lots within the City of Placentia measuring approximately 2.07 acres (Parcel 1) and 2.93 acres (Parcel 2) and the remaining located within the City of Anaheim on property located west of Van Buren Street, north of Miraloma Avenue. In accordance with Placentia Municipal Code (PMC) Sections 22.80.060 and 22.80.070, the Planning Commission hereby submits a report of its findings and recommends approval of TPM 2017-100 to the City Council.

RECOMMENDATION:

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

1. Adopt the findings set forth within Resolution No. PC-2017-23 (Attachment 1); and
2. Approve TPM 2017-100, subject to the Special Conditions of Approval and Standard Development requirements set forth in Attachment 2; and
3. Adopt the finding that the project is categorically exempt pursuant to the California Environmental Quality Act (CEQA) set forth in Title 14 CCR § 15315 (Class 15 – Minor Land Divisions) and the City of Placentia Environmental Guidelines.

BACKGROUND:

PMC Section 22.80.010(a) requires a parcel map for all subdivisions of four (4) or fewer parcels and PMC Section 22.80.060(c) requires that the Planning Commission take action to recommend

to the City Council conditional approval or denial of the subdivision map. At the Planning Commission meeting held December 12, 2017, the Planning Commission voted 4-0-3 (three members absent), to recommend approval of TPM 2017-100 to the City Council. At that same meeting, the Planning Commission reviewed and approved Development Plan Review (DPR) No. 2017-02 to permit the development of an approximately 5.0-acre portion of an unimproved lot with two new industrial buildings measuring approximately 48,160 square feet and 70,250 square feet in conjunction with various onsite hardscape and landscape improvements. The development project is part of a larger industrial complex proposed to include two additional industrial buildings located within the Anaheim city limits. In accordance with PMC Section 23.75.010, DPR 2017-02 does not require City Council approval and, therefore is not part of the request. However, pursuant to PMC Section 22.80.070, City Council approval is necessary for TPMs.

DISCUSSION:

Subject Site and Surrounding Land Uses

The table below illustrates the site and surrounding existing land uses, General Plan Land Use designation and zoning:

	Existing Land Use	Land Use Element General Plan Designation	Zoning Map Designation
Existing	Unimproved Vacant Land	Industrial	M(O) (Manufacturing – Oil Combining Districts)
Proposed	Two Industrial Buildings – 48,160 sq. ft. (Building 1) & 70,250 sq. ft. (Building 2); 160 parking spaces	Industrial	M(O)
North	Building Supply Business	Industrial	M(O)
South (City of Anaheim)	Unimproved Vacant Land	Industrial	Anaheim Canyon Specific Plan
East (Across Van Buren Street)	Industrial Business Park	Industrial	M(O)
West	Industrial Business Park	Industrial	M(O)

Applicable Code Section – Placentia Municipal Code

The subject property is currently M(O). The project will be required to comply with the development standards and use requirements set forth in the PMC for projects within the M(O) Zoning Districts. Pursuant to PMC Section 22.80.010, subdivisions consisting of four or less parcels shall require

Planning Commission review at a noticed public hearing, to review and solicit a recommendation for final action on the proposed TPM by the City of Placentia City Council.

Lot Standards

Title 22 (Subdivisions) of the PMC sets forth development standards defining the minimum lot width, lot depth and lot area for all parcels in all zoning districts to bring about orderly development throughout the City. The M District standards requires a minimum area of 20,000 square feet for all interior lots with a minimum frontage width of 100 feet. The proposed lots exceed the minimum requirements with a lot area of 89,331 square feet (Parcel 1) and 127,730 square feet (Parcel 2) and a minimum lot width at 256 feet (Parcel 1 and Parcel 2). Overall, the proposed subdivision will comply with the minimum requirements of the PMC and will be compatible to existing lots within the surrounding area.

ENVIRONMENTAL:

The proposed application was reviewed by Staff in accordance with the requirements of the California Environmental Quality Act ("CEQA"), Public Resources Code §§ 21000 *et esq.*, the State CEQA Guidelines, 14 C.C.R. §§ 15000 *et esq.*, and the Environmental Guidelines of the City of Placentia. Staff recommends that the City Council exercise its independent judgement and find that TPM 2017-100 is exempt from CEQA pursuant to State CEQA Guidelines § 15315 (Class 15 – Minor Land Divisions) as the project is located within an urbanized area zoned for industrial use resulting in the subdivision into four or fewer parcels.

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. Resolution No. PC-2017-23
2. Conditions of Approval
3. Planning Commission Staff Report for TPM 2017-100 and DPR and Attachments

RESOLUTION NO. PC-2017-23

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF PLACENTIA RECOMMENDING TO THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, APPROVAL OF TENTATIVE PARCEL MAP (TPM) 2017-100 FOR THE SUBDIVISION OF ONE LOT INTO FOUR LOTS, WITH TWO LOTS LOCATED WITHIN A 10.0-ACRE AREA LOCATED WITHIN THE CITY OF PLACENTIA ON PROPERTY WEST OF VAN BUREN STREET, NORTH OF MIRALOMA AVENUE (APN 346-164-03 & 346-164-29).

A. Recitals.

WHEREAS, On December 12, 2017, the Planning Commission of the City of Placentia conducted, and concluded, a duly noticed public hearing, as required by law, recommending to the City Council of the City of Placentia, approval of Tentative Parcel Map (TPM) 2017-100 for the project located west of Van Buren Street, north of Miraloma Avenue.

WHEREAS, The Planning Commission heard testimony, received a report and other relevant information from City staff and members of the public regarding CP Logistics Van Buren, LLC, C/O Jay Tanjuan, application for a Tentative Parcel Map application.

WHEREAS, All legal prerequisites to the adoption of this Resolution have occurred.

B. Resolution.

NOW, THEREFORE, the Planning Commission of the City of Placentia recommends to the City Council the following:

Section 1. The Commission hereby specifically finds that all of the facts set forth in the Recitals, Part A, of this Resolution are true and correct.

Section 2. Based upon substantial evidence presented to this Commission during the public hearing conducted with regard to the Application, including written staff reports, verbal testimony and development plans, this Commission hereby specifically finds as follows:

a. The proposed project will not be: (1) detrimental to the health, safety or general welfare of the persons residing or working within the neighborhood of the proposed development or within the city, or (2) injurious to the property or improvements within the neighborhood or within the city. Subject to compliance with the attached Conditions of Approval set forth in Attachment "2" of the staff report and by this reference incorporated herein and Standard Development Requirements, the project

complies with all applicable code requirements and development standards of the M(O) (Manufacturing – Oil Combining Districts) Zoning District and Title 22, and with other applicable regulations of the Placentia Municipal Code (PMC).

b. The proposed use is consistent with the City's General Plan. The General Plan Land Use designation for the subject site is "M(O)", and the proposed use does not involve any change in the land use of the subject site. The proposed project involves the development of two industrial buildings.

c. The proposed project as presented in the staff report and accompanying plans complies with all requirements of Chapter 23.47, "M"-Manufacturing District, of the PMC. City Staff carefully examined the proposed development against the applicable development regulations prescribed in Title 23 (Zoning Ordinance), and determined it to be in substantial compliance. The proposed Development includes Conditions of Approval and Standard Development Requirements to ensure full compliance with applicable code requirements.

d. Conditions necessary to secure the purposes of this section, including guarantees and evidence of compliance with conditions are made part of this development approval. Attachments "2.A" contain Conditions of Approval and Standard Development requirements specific to this development application in order to provide assurances that the proposed construction of the two industrial buildings and related on and off-site improvements are in compliance with applicable requirements of the PMC.

e. That the proposed map is consistent with the General Plan. The proposed Tentative Parcel Map is to support the construction of two industrial buildings on the site. The proposed industrial development is consistent with all polices, programs, and goals of the General Plan.

f. That the site is physically suitable for the type of development. The subject site is a 5-acre area, which has been designed to accommodate the development, as well as sufficient parking and landscaping. Based on this, the subject site is adequate to accommodate the proposed industrial development.

g. That the design of the subdivision or type of improvements is not likely to cause serious public health problems. The proposed subdivision is to allow the formation of four parcels with two parcels within the City of Placentia that will accommodate two industrial buildings.

h. That the design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision. As part of the review of the application, an extensive record research was completed. Additionally, the application submitted a preliminary title report with their application, which confirms that no conflicts with easements will result by the construction of the project.

i. That the design of the subdivision or the proposed improvements is not likely to cause substantial environmental damage or substantially and avoidably injure wildlife or their habitat. The subject site is an underutilized property that only has limited vegetation. There are no known areas within the City that host wildlife or their habitat, most particularly species.

j. The intent of the M(O) zone is to stabilize and retain the industrial character and integrity of the district. The proposed project will create a new industrial complex. The applicant has designed the industrial development in a manner that accomplishes all of the goals of the General Plan and Zoning Code, while avoiding significant impacts to the neighboring properties by utilizing proper site design, good architecture, and providing active community open spaces. Furthermore, the proposed design will enhance the streetscape, thus providing a pleasing aspect to those driving on Van Buren Street.

k. The proposed development's site plan and its design features, including architecture and landscaping, will integrate harmoniously with and enhance the character and design of the site, the immediate neighborhood, and the surrounding areas of the City. Currently the site is underutilized undeveloped site.

Section 3. The Planning Commission hereby recommends: (a). The City Council of the City of Placentia find that Notice Of Exemption, adopted with respect to the project was prepared in compliance with the California Environmental Quality Act ("CEQA"), California Public Resources Code §§ 21000, *et seq.,* the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, §§ 15315, Minor Land Divisions, *et seq.,* and the Environmental Guidelines of the City of Placentia and that the Council review and consider the information contained in said Notice Of Exemption with respect to the Application;

(a). The City Council find and determine that, based upon the findings set forth below, and changes and alterations which have been incorporated into and conditioned upon the proposed project, no significant adverse environmental effects will occur; and

(b). The City Council find that facts supporting the above-specified findings are contained in the staff report and exhibits, and the information provided during the public hearing conducted with respect to the Application.

Section 4. Based upon the findings and conclusions set forth herein, this Planning Commission hereby recommends that City Council approve Tentative Parcel Map 2017-100, as modified herein, and specifically subject to the conditions set forth in Attachments "2.A" attached hereto and by this reference incorporated herein.

Section 5. The Secretary to the Planning Commission shall:

a. Certify to the adoption of this Resolution; and

b. Forthwith transmit a certified copy of this Resolution, by certified mail, to the Applicant at the address of record set forth in the Application.

ADOPTED AND APPROVED this 12th day of December 2017.

CHRISTINE J. SCHAEFER, CHAIR

I, Joseph M. Lambert, Secretary to the Planning Commission of the City of Placentia, do hereby certify that the foregoing Resolution was introduced at a regular meeting of the Planning Commission of the City of Placentia held on the 12th day of December, 2017, and was passed at this regular meeting of the Planning Commission of the City of Placentia held on the 12th day of December, 2017, by the following vote:

AYES:	PEREZ, LEE, TOMAZIC, & KELLER
NOES:	NONE
ABSENT:	SCHAEFER, FRANCINE, & SCHENCK
ABSTAINED:	NONE

ATTEST:

JOSEPH M. LAMBERT,
SECRETARY TO THE PLANNING COMMISSION

APPROVED AS TO FORM:

YOLANDA M. SUMMERHILL,
ASSISTANT CITY ATTORNEY

ATTACHMENT 4

Attachment A
Special Conditions of Approval and Standard Development Requirements for Tentative Parcel Map No. 2017-100
Westside of Van Buren Street, approximately 450 feet north of Miraloma Avenue
APN: 346-164-03 & 346-164-29

SPECIAL CONDITIONS

If the above referenced application is approved, applicant and/or property owner shall comply with the Special Conditions listed below and the Standard Development Requirements attached.

TO PERMIT THE SUBDIVISION OF ONE LOT INTO FOUR LOTS WITHIN TWO WITHIN THE CITY OF PLACENTIA MEASURING APPROXIMATELY 2.07 ACRES (PARCEL 1) AND 2.93 ACRES (PARCEL 2) FOR PROPERTY WITHIN THE M(O) (MANUFACTURING – OIL COMBINING DISTRICTS) ZONING DISTRICT.

DEVELOPMENT SERVICES DEPARTMENT – PLANNING DIVISION:

1. Failure to abide by and faithfully comply with any and all conditions attached to this action shall constitute grounds for revocation or amendment of said actions by the City of Placentia Planning Commission.

2. The applicant shall, as a condition of project approval, at its sole expense, defend, indemnify and hold harmless the City, its officers, employees, agents and consultants from any claim, action, proceeding, liability or judgment against the City, its officers, employees, agents and/or consultants, which action seeks to set aside, void, annul or otherwise challenge any approval by the City Council, Planning Commission, or other City decision-making body or City staff action concerning applicant's project. The applicant shall pay the City's defense costs, including attorney fees and all other litigation-related expenses, and shall reimburse the City for any and all court costs, which the City may be required to pay as a result of such defense. The applicant shall further pay any adverse financial award which may issue against the City including but not limited to any award of attorney fees to a party challenging such project approval. The City shall retain the right to select its counsel of choice in any action referred to herein. The City agrees to promptly notify the applicant of any such claim filed against the City and to fully cooperate in the defense of any such action.

3. Approval of Tentative Parcel Map (TPM) 2017-100 and the final map is contingent upon City Council Approval.

4. TPM 2017-100 shall expire twenty-four (24) months after approval or conditional approval if a final map is not recorded. Upon written request, by the developer, the time limit may be extended an additional twelve (12) months by City Council. The final map shall be recorded concurrently with the bifurcated portion of the map processed through the City of Anaheim. Evidence of the recording shall be submitted to the City of Placentia within 48 hours of the maps recordation.

5. A final map shall be prepared by or under the direction of a registered Civil engineer or licensed land surveyor in the State, as provided for in the Business and Professions Code.

6. TPM 2017-100 shall comply with the applicable requirements of Title 22 Subdivisions of the Placentia Municipal Code.

7. Any modifications to the approved floor plan/site plan and any modifications which will change, expand or intensify the use shall be subject to review and approval by the Director of Development Services. The Director of Development Services or his or her designee may determine if such modifications require approval by the Placentia Planning Commission or may be approved administratively by City staff.

8. Prior to final release of the buildings for occupancy, all Special Conditions of Approval and Standard Development Requirements shall have been completed and final inspections approved.

9. Applicant/builder is responsible, at its sole cost and expense, to cause all cable, telephone, electrical, and other utility services serving the property to be placed underground within the subject site. Prior to the issuance of building permits, Applicant/builder shall submit a separate utility plan for each such utility service. The utility plan shall indicate the precise location of where all cable, telephone, electrical, and other utility services serving the property will be placed underground within the subject site, as well as the points of connection at the proposed building or buildings on the site and the public right-of-way. Prior to the submittal of the utility plans to the City, the plans shall be reviewed and approved by the utility companies. Evidence of approvals shall be in the form of a signed and dated approval stamp and/or approval letter. If the precise locations of future utility services cannot be reasonably ascertained prior to the issuance of building permits, upon prior written approval of the Director of Development Services, prior to issuance of a certificate of occupancy. Applicant/builder shall provide the City with "as built" plans showing the precise locations where all cable, telephone, electrical, and other utility services serving the property were placed underground within the subject site, as well as the points of connection at the building or buildings on the site and the public right-of-way.

PUBLIC WORKS DEPARTMENT:

10. Prior to issuance of grading permit, the applicant shall simultaneously process a Conditional Certificate of Compliance with final map to certify that a parcel (APN 346-164-29) complies with Subdivision Map Act in accordance with the provisions of Section 664989.35 of Subdivision Map Act. This document is to state City of Placentia accepts the fact that parcel has been legally created.

11. Prior to approval of the Final Parcel Map, pursuant to the Subdivision Improvement Agreement for Public Improvements and survey Monumentation, the developer shall provide security in an amount specified in writing by the Registered Civil Engineer or a Licensed Land Surveyor of record. The developer shall enter into an agreement providing for the necessary right-of-way, design and construction of missing public improvements, which shall be constructed in coordination with adjacent existing improvements prior to occupancy of the development and subject to review and approval by the City Engineer.

12. Prior to the exoneration of any security, the applicant shall submit one (1) duplicate Mylar of the final map and all as built public improvement plans, in a manner acceptable to the City Engineer. The computer analysis may be submitted on a CD with a proper labeled.

13. The applicant shall record a 40 foot wide ingress and egress easement and driveway opening over the parcels between north (APN 346-164-29) and south (APN 346-164-3) parcels for emergency vehicle access.

14. The applicant shall establish a property owner's association (POA) for the purpose of maintaining all private access, common lots, onsite fire hydrant, common sewer line, WQMP, LIP, open space, storm drainage and emergency opening of security gate. The association is subject to the review and approval of the Director of Public Works and City Attorney and shall be recorded concurrently with the final map.

Placentia Planning Commission

AGENDA STAFF REPORT

TO: PLANNING COMMISSION

FROM: ANDREW GONZALES, SENIOR PLANNER

DATE: DECEMBER 12, 2017

SUBJECT: **DEVELOPMENT PLAN REVIEW (DPR) 2017-02 AND TENTATIVE PARCEL MAP (TPM) 2017-100 FOR PROPERTY LOCATED WEST OF VAN BUREN STREET, NORTH OF MIRALOMA AVENUE (PANATTONI INDUSTRIAL DEVELOPMENT)**

RECOMMENDATION

It is recommended that the Planning Commission take the following action:

1) Open Public Hearing, concerning Development Plan Review (DPR) No. 2017-02 and Tentative Parcel Map (TPM) No. 2017-100, receive the Staff Report and consider all Public Testimony, close the Public Hearing; and

2) Adopt Resolution No. PC-2017-22, a Resolution of the Planning Commission of the City of Placentia, approving DPR 2017-02 and making findings to permit the development of an unimproved approximately 5.0-acre lot for the construction of two industrial buildings on vacant, unimproved property located within the M(O) (Manufacturing – Oil Combining Districts) Zoning District on property located west of Van Buren Street, north of Miraloma Avenue; and making findings that the project is categorically exempt pursuant to the California Environmental Quality Act (CEQA) set forth in Title 14 CCR § 15332 (Class 32 – In-Fill Development Projects) and the City of Placentia Environmental Guidelines; and

3) Adopt Resolution No. PC-2017-23, a Resolution of the Planning Commission of the City of Placentia, California, recommending to the City Council of the City of Placentia, approval of TPM 2017-100 for the subdivision of one lot into four lots with two lots within the City of Placentia measuring approximately 2.07 acres (Parcel 1) and 2.93 acres (Parcel 2) subject to the Conditions of Approval and Standard Development Requirements; and making findings that the project is categorically exempt pursuant to the California Environmental Quality Act (CEQA) set forth in Title 14 CCR § 15315 (Class 15 – Minor Land Divisions) and the City of Placentia Environmental Guidelines.

REQUEST:

The applicant, CP Logistics Van Buren, LLC, requests approval of a Development Plan Review (DPR) and Tentative Parcel Map (TPM) to allow for the development of unimproved, vacant land previously utilized as farmland on an approximately 5.0-acre site. The DPR will allow for the construction of two new industrial buildings measuring approximately 48,160 square feet (Building 1) and 70,250 square feet (Building 2) in conjunction with various onsite hardscape and landscape improvements, including a TPM that will subdivide one lot into four lots with two within the City of Placentia measuring approximately 2.07 acres (Parcel 1) and 2.93 acres (Parcel 2). The project will be a part of a larger industrial complex that will include two additional industrial buildings located within the Anaheim city limits. The subject property is located on property west of Van Buren Street, north of Miraloma Avenue.

PROJECT BACKGROUND AND DESCRIPTION:

The subject site is unimproved, vacant property that straddles the jurisdictions of Placentia and Anaheim. The property has historically been utilized as farmland and is categorized as "Prime Farmland" according to the California Department of Conservation's Division of Land Resource Projection. The entire property encompasses an approximately 10-acre area. The site frontages are unimproved and lack curbs, gutters, sidewalks, and driveway(s). The site has been utilized for agricultural purposes as recently as 2014. Since that time, no agricultural uses have operated on the subject site.

The applicant intends to improve the entire property with a total of four industrial buildings, two within the City of Placentia and the remaining within the City of Anaheim. The two buildings sited within the City of Placentia will be approximately 48,160 square feet (Building 1) and 70,250 square feet (Building 2). Building 1 will be setback approximately 18 feet from Van Buren Street with Building 2 to be located along the rear half of the site. The buildings will be setback approximately 1 foot 6 inches from from the side (north) property line.

Access onto the site will be served by a 40-foot wide common driveway and 40-foot common wide drive aisle that will bisect the site from Van Buren Street to the rear portion of the property. The drive aisle will serve as a fire access lane and will be located within both jurisdictions. A secondary access point will be located to the south of the project site along Van Buren Street, within the Anaheim portion of the industrial complex. Reciprocal access is required to be maintained for the proposed parcels to ensure safe and adequate onsite vehicular circulation. Onsite parking will be distributed throughout the site around the buildings, excluding the front of Building 1 and along the north property line. Approximately 10,500 square feet of decorative landscaping will be distributed throughout the project site along the property frontage and within the parking lot areas. The parking lot has been designed to accommodate oversized shipping trucks and will have unobstructed access to shipping docks located at the rear of each respective building. The loading docks will be adequately screened from street view by either the proposed buildings, landscaping, or an 8-foot high metal fence.

The interior of each building will be comprised of a small office area and warehouse/storage area. The office area will not occupy more than 25% of the interior floor area of the building in accordance with the M(O) district standards. Occupants for each building have not been determined, but in accordance with the Zoning Code, uses such as manufacturing, warehousing, storage, distribution or wholesale, and research and testing facilities would be permitted to occupy the buildings.

Each building is proposed to be sited on its own respective parcel. Each parcel will measure between 89,331 square feet (Parcel 1) and 127,730 (Parcel 2). TPM 2017-100 will allow for the sale, lease, and financing of each individual parcel.

Applicable Code Section – Placentia Municipal Code

The subject property is currently M(O). The project will be required to comply with the development standards and use requirements set forth in the Placentia Municipal Code (PMC) for projects within the M(O) Zoning Districts. Pursuant to PMC Section 23.75.010(a), construction of new buildings shall require a DPR to be reviewed and approved at a noticed public hearing before the Planning Commission. Furthermore, in accordance with PMC Section 22.80.010, subdivisions consisting of four or less parcels shall require Planning Commission review at a noticed public hearing, to review and solicit a recommendation for final action on the proposed TPM by the City of Placentia City Council.

PROJECT CHARACTERISTICS

Subject Site and Surrounding Land Uses

The table below illustrates the site and surrounding existing land uses, General Plan Land Use designation and zoning:

	Existing Land Use	Land Use Element General Plan Designation	Zoning Map Designation
Existing	Unimproved Vacant Land	Industrial	M(O) (Manufacturing – Oil Combining Districts)
Proposed	Two Industrial Buildings – 48,160 sq. ft. (Building 1) & 70,250 sq. ft. (Building 2); 160 parking spaces	Industrial	M(O)
North	Building Supply Business	Industrial	M(O)
South (City of Anaheim)	Unimproved Vacant Land	Industrial	Anaheim Canyon Specific Plan

East (Across Van Buren Street)	Industrial Business Park	Industrial	M(O)
West	Industrial Business Park	Industrial	M(O)

ZONING COMPLIANCE ANALYSIS

Site Development Standards

The project is located within the M(O) Zoning District. Based on staff's analysis, the project meets all the minimum and maximum development standards of the PMC, including minimum setbacks, maximum building height, and minimum off-street parking requirements. The following matrix provides a summary of development's compliance with the identified development standards:

Standard	Project
Height 54 ft. maximum	Between 34 ft. and 40 ft. Both buildings have a primary building height of 34 ft., with a variation in overall height attributed to varying parapet heights that are intended to break up each building's mass and assist in the screening of rooftop mechanical equipment.
Setbacks Front Yard Setback – 17 ft. minimum Side Yard Setback - 0 feet min. Rear Yard Setback - 10 ft. min.	Front: 18 ft. North Side Yard: 1 ft. 9 in. (Building 1) and 1 ft. 6 in. (Building 2); South Side Yard: Approx. 45 ft. 6 in. (Building 1) and Approx. 27 ft. 1 in. (Building 2) Rear Yard: 132 ft.
Parking Two spaces per 1,000 sq. ft. up to 20,000 sq. ft. plus one space per 1,000 sq. ft. of area over 20,000 sq. ft. 138 spaces minimum Building 1 @ 48,160 sq. ft. – 68 spaces min. Building 2 @ 70,250 sq. ft. – 70 spaces min.	160 spaces

Four spaces per 1,000 sq. ft. of office area in excess of 25% of total sq. ft. of the unit.	Office area for Buildings 1 and 2 are less than 25% of the unit area.
Lot Area and Dimensions Minimum Lot Area: 20,000 sq. ft. Minimum Lot Width: 100 ft.	 89,331 sq. ft. (Parcel 1) and 127,730 sq. ft. (Parcel 2) Approx. 256 ft. (Parcels 1 and 2)
Loading Spaces Unit Size (sq. ft.) 15,001-50,000 – 2 Type B (Building 1) 50,001-and over – 3 Type B (Building 2)	 5 Type B spaces (Building 1) 7 Type B spaces (Building 2)

Other Departments Concerns and Requirements

The Divisions of Planning and Building, Public Works Department, Community Services Department, Police Department, as well as the Orange County Fire Authority have reviewed the application and submitted comments, but had no major concerns with the proposal. All applicable code requirements and conditions of approval have been incorporated into draft resolutions for consideration and recommendation by the Planning Commission.

ISSUES ANALYSIS:

General Plan Consistency

The General Plan features policies that promotes the reinvestment of underutilized properties while being sensitive to the suburban atmosphere and requires new developments to provide adequate improvements, dedication of land, and pay impact fees to offset the demand costs on city services and facilities. The proposed development and subdivision is consistent with the following Land Use policies of the General Plan:

> *Policy 1.1* – Large, contiguous vacant or underutilized parcels should be comprehensively planned for development to minimize effects on the City suburban atmosphere.
>
> *Policy 2.1* – The distribution of land uses within the general plan shall be such as to achieve an economical community which will not require added public expenditures per household, per commercial establishment, or per employee to finance new development or to update existing development.
>
> *Policy 2.5* – Ensure new developments provide adequate improvements, dedications, and fees to the City to fully cover the project's demand costs on City services and facilities.

Development of a large vacant property will promote further compatibility with newer development in the surrounding area and stimulate investment and business activity which will strengthen the economic vitality of the City. The development will provide necessary improvements within the public right-of-way including street dedication and installation of new sidewalks, gutters, and driveway approaches. Impact fees will be required to be paid by the developer in an effort to offset any associated impacts on City services and facilities. Overall, the proposed development and subdivision will be consistent with the General Plan and will result in a compatible continuation to existing land uses and development within the surrounding area.

PMC Consistency

Incorporation of the recommended conditions of approval will result in a project that complies with the provisions of the M(O) zoning district. The proposed project, with incorporation of the recommended conditions of approval, will meet or exceed the provisions of the M(O) zoning district and other applicable provisions of the PMC, including minimum parking requirements, minimum setbacks, and maximum building height.

Land Use Compatibility

The project will be compatible with the surrounding area as the development will revitalize an underutilized property, historically utilized for agricultural purposes, with an industrial complex comprised of four industrial buildings sited within the jurisdictions of Anaheim and Placentia. Two industrial buildings will be located within Placentia's city limits and will have a symbiotic relationship with the southerly industrial buildings in terms of common vehicular access and unifying architectural design theme. All business activities will be fully contained within each building's interior, with all exterior activity areas (e.g., truck loading/unloading) to be screened from public view by either the building or decorative landscaping and screen walls. The project design will resemble other modern industrial buildings within the surrounding area and will assist in facilitating further development within the greater Atwood area. Based upon the use, overall site layout, and building design, the proposed development is not anticipated to result in any adverse impacts to the surrounding area.

Landscaping

Proposed landscaping for the project will include a mix of native and ornamental varieties along much of the site perimeter and within the parking lot area of the development. Tree plantings along the site perimeter and interior, and would include varieties such as Africa sumacs, desert willows, junipers, and Brisbane boxs. Other native/ornamental species will serve as ground cover throughout the development. The landscaping plan will meet the requirements of the MWELO (Model Water Efficient Landscape Ordinance) as required by the City's code.

Architecture, Materials and Color Palette

The applicant has defined the architectural design theme of the project as follows: "to create an ideal building proportion with a seamless continuous rhythm throughout the entire business park, resulting in a contemporary and timeless design for each building." The project exhibits a high quality design that is well-articulated with aesthetically pleasing exterior building finishes and ornamental native landscaping. The design of the buildings are modern with emphasis on geometric form and a strong focus on horizontal and vertical lines. Along the building facades, building breaks are achieved by wall offsets, reveals, score lines, contrasting building materials, paint colors, punched out windows, and metal canopies, creating multiple building volumes that minimize the visual mass of the structure. The undulating roof height assists in reducing the visual perception of the structures as monolithic. "The building glazing areas are designed for both an aesthetic and functional purposes. The majority of the glazing areas are situated at the proposed office locations and the remainder of the elevations consist of clerestory glazing, each of these features providing for a uniform distribution of daylight throughout the building interior. The horizontality of both the main building entry canopies and the painted horizontal elements provide a unifying feature for each building, creating a uniform business park."

CEQA

The proposed application was reviewed by staff in accordance with the requirements of the California Environmental Quality Act ("CEQA"), Public Resources Code §§ 21000 *et esq.*, the State CEQA Guidelines, 14 C.C.R. §§ 15000 *et esq.*, and the Environmental Guidelines of the City of Placentia. Staff recommends that the Planning Commission exercise its independent judgement and find that DPR 2017-02 is exempt from CEQA pursuant to State CEQA Guidelines § 15332 (Class 32 – Infill Development Projects) as the entitlement is to approve an infill development project; and that the Planning Commission make the finding to recommend to the City Council of the City of Placentia: that TPM 2017-100 is exempt from CEQA pursuant to State CEQA Guidelines § 15315 (Class 15 – Minor Land Divisions) as the project is located within an urbanized area zoned for industrial use resulting in the subdivision into four or fewer parcels. Since two entitlements are requested, two independent CEQA determinations are proposed.

PUBLIC NOTIFICATION:

Legal notice was published in the Placentia News Times on December 1, 2017, and notices were sent to property owners of record within a 300-foot radius of the subject property on November 30, 2017. As of December 7, 2017, staff has received no comments in support or opposition of the request.

CONCLUSION

The proposed project is consistent with the City's General Plan and meets the minimum development standards of the PMC. With the recommended conditions of approval, the

proposed development and subdivision will be compatible with adjacent land uses and will not result in any adverse impacts onto the surrounding area.

RECOMMENDATION

Staff recommends that the Planning Commission of the City of Placentia adopt the Resolution PC-2017-22 recommending approval of DPR 2017-02, and that the Planning Commission recommend to the City Council of the City of Placentia adoption of Resolution PC-2017-23 recommending approval of TPM 2017-100.

Prepared and submitted by:

Andrew A. Gonzales
Senior Planner

Review and approved by:

Joseph M. Lambert
Director of Development Services

ATTACHMENTS:

1. Resolution No. PC-2017-22 approving DPR 2017-02
2. ~~Resolution No. PC-2017-23 recommending City Council approval of TPM 2017-100~~
3. Project Plans Dated and Received August 21, 2017
4. Tentative Parcel Map No. 2017-100 Dated and Received November 17, 2017
5. Colors and Materials Board Dated and Received June 29, 2017
6. Site Photographs

ATTACHMENT 1
DRAFT RESOLUTION NO. PC-2017-22

RESOLUTION NO. PC-2017-22

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF PLACENTIA APPROVING DEVELOPMENT PLAN REVIEW NO. 2017-02 AND MAKING FINDINGS TO PERMIT THE DEVELOPMENT, OF AN UNIMPROVED APPROXIMATELY 5.0-ACRE LOT FOR THE CONSTRUCTION OF TWO INDUSTRIAL BUILDINGS ON PROPERTY LOCATED WEST OF VAN BUREN STREET, NORTH OF MIRALOMA AVENUE (APN 346-164-29).

A. Recitals.

WHEREAS, CP Logistics Van Buren, LLC, C/O Jay Tanjuan ("Applicant" hereinafter), located west of Van Buren Street, north of Miraloma Avenue, filed an application for approval of Development Plan Review (DPR) 2017-02, as described in the title of this Resolution. Hereinafter, in this Resolution, the subject Development Plan Review request is referred to as the "Application";

WHEREAS, the subject property is currently located within the M(O) (Manufacturing – Oil Combining Districts) Zoning District;

WHEREAS, the subject site is designated as Industrial land use type by the City's General Plan;

WHEREAS, pursuant to the Placentia Municipal Code (PMC) Section 23.75.010 zoning district, approval of a Development Plan Review by the Planning Commission is required for construction of new buildings in all zones;

WHEREAS, on December 12, 2017, this Commission conducted a duly noticed public hearing, as required by law, and concluded said hearing prior to the adoption of this Resolution; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

B. Resolution.

NOW, THEREFORE, it is hereby found, determined and resolved by the Planning Commission of the City of Placentia as follows:

SECTION NO. 1: Based on the evidence presented and the findings set forth, DPR 2017-02 is hereby found to be consistent with the Placentia General Plan and the implementation thereof.

SECTION NO. 2: Based upon substantial evidence presented to this Commission during the public hearing conducted with regard to the Application, including written staff reports, verbal testimony and development plans, this Commission hereby specifically finds as follows:

a. The project meets or exceeds the criteria established in PMC Section 23.75.020; and

b. Conditions of Approval have been prepared as necessary to prevent: (A) detriment to the health, safety or general welfare of the persons residing or working within the neighborhood of the proposed development or within the city, or (B) injurious to the property or improvements within the neighborhood or within the city, and;

c. The proposed development will be consistent with the latest adopted general plan; and

d. Conditions necessary to secure the purposes of PMC Section 23.75.020, including guarantees and evidence of compliance with conditions, are made part of the development approval.

SECTION NO. 3: Based upon the environmental review of the project, the Planning Commission finds that DPR 2017-02 is exempt from the California Environmental Quality Act ("CEQA"), Public Resources Code §§ 21000 *et seq.*, the State CEQA Guidelines, 14 C.C.R. §§ 15000 *et seq.*, and the Environmental Guidelines of the City of Placentia pursuant to the State CEQA Guidelines § 15332 (Class 32 – Infill Development Projects) as the permit would be issued to an infill development project.

SECTION NO. 4: The Planning Commission hereby directs that, upon approval of DPR 2017-02, that a Notice of Exemption shall be filed with the Orange County Clerk/Recorder.

SECTION NO. 5: Based upon the findings and conclusions set forth herein, this Planning Commission hereby approves DPR 2017-02 as modified herein, and specifically subject to the conditions set forth in Attachments "1.A" and "1.B" attached hereto and by this reference incorporated herein.

SECTION NO. 6: The Secretary to the Planning Commission shall:

a. Certify to the adoption of this Resolution; and

b. Forthwith transmit a certified copy of this Resolution, by certified mail, to the Applicant at the address of record set forth in the Application.

ADOPTED AND APPROVED this 12th day of December, 2017

CHRISTINE J. SCHAEFER, CHAIR

I, Joseph M. Lambert, Secretary to the Planning Commission of the City of Placentia, do hereby certify that the foregoing Resolution was introduced at a regular meeting of the Planning Commission of the City of Placentia held on the 12th day of

December 2017, and was passed at this regular meeting of the Planning Commission of the City of Placentia held on the 12th day of December, 2017, by the following vote:

AYES:	PEREZ, LEE, TOMAZIC, & KELLER
NOES:	NONE
ABSENT:	SCHAEFER, FRANCINE, & SCHENCK
ABSTAINED:	NONE

ATTEST:

_____
JOSEPH M. LAMBERT,
SECRETARY TO THE PLANNING COMMISSION

APPROVED AS TO FORM

_____
YOLANDA M. SUMMERHILL,
ASSISTANT CITY ATTORNEY

ATTACHMENT "A"

Attachment A
Special Conditions of Approval and Standard Development Requirements for Development Plan Review No. 2017-02
Westside of Van Buren Street, approximately 450 feet north of Miraloma Avenue
APN: 346-164-29

SPECIAL CONDITIONS

If the above referenced application is approved, applicant and/or property owner shall comply with the Special Conditions listed below and the Standard Development Requirements attached.

ALL OF THE FOLLOWING SPECIAL CONDITIONS OF APPROVAL AND STANDARD DEVELOPMENT REQUIREMENTS SHALL BE FULLY COMPLIED WITH TO CONTINUE IN GOOD STANDING FOR THE DEVELOPMENT PLAN REVIEW TO PERMIT THE DEVELOPMENT OF AN UNIMPROVED 4.98-ACRE LOT FOR THE CONSTRUCTION OF TWO INDUSTRIAL BUILDINGS MEASURING APPROXIMATELY 48,160 SQUARE FEET (BUILDING 1) AND 70,250 SQUARE FEET (BUILDING 2) IN CONJUNCTION WITH VARIOUS ONSITE HARDSCAPE AND LANDSCAPE IMPROVEMENTS.

DEVELOPMENT SERVICES DEPARTMENT – PLANNING DIVISION:

1. Development Plan Review (DPR) 2017-02 is valid for a period of two (2) years from the date of final determination. If construction of the approved industrial buildings have not commenced within such a period of time, this approval shall be terminated and shall be null and void, unless an extension is applied for and approved by the Director of Development Services.

2. Failure to abide by and faithfully comply with any and all conditions attached to this action shall constitute grounds for revocation of said action by the City of Placentia Planning Commission.

3. The applicant shall, as a condition of project approval, at its sole expense, defend, indemnify and hold harmless the City, its officers, employees, agents and consultants from any claim, action, proceeding, liability or judgment against the City, its officers, employees, agents and/or consultants, which action seeks to set aside, void, annul or otherwise challenge any approval by the City Council, Planning Commission, or other City decision-making body or City staff action concerning applicant's project. The applicant shall pay the City's defense costs, including attorney fees and all other litigation-related expenses, and shall reimburse the City for any and all court costs, which the City may be required to pay as a result of such defense. The applicant

shall further pay any adverse financial award which may be issued against the City including but not limited to any award of attorney fees to a party challenging such project approval. The City shall retain the right to select its counsel of choice in any action referred to herein. The City agrees to promptly notify the applicant of any such claim filed against the City and to fully cooperate in the defense of any such action.

4. Any modifications to the approved floor plan/site plan and any modifications which will change, expand or intensify the use shall be subject to review and approval by the Director of Development Services. The Director of Development Services or his or her designee may determine if such modifications require approval by the Placentia Planning Commission or may be approved administratively by City staff.

5. Prior to the issuance of building permits, the following shall be completed:
   a. One set of project plans, revised pursuant to Conditional of Approval No. 14, shall be submitted for review, approval and inclusion in the entitlement file, to the Planning Division.
   b. Reductions of the approved resolution and conditions of approval shall be printed verbatim on one of the first three pages of all the working drawing sets used for issuance of building permits (architectural, structural, electrical, mechanical, and plumbing) and shall be referenced in the sheet index. The minimum font size utilized for printed text shall be 12 point.
   c. Prior to the issuance of building permits, the developer shall submit for City approval a construction staging plan that indicates how safe vehicular and pedestrian access to the site will be maintained for the duration of the construction period. The construction staging plan shall include measures such as, but not limited to the following:
      i. A telephone number and a name of a contact person for registering complaints or comments shall be posted in a clearly visible manner along the perimeter of the site.
      ii. A flag person shall be employed to direct traffic when construction vehicles access the project site and the construction staging area.
      iii. Alternate pedestrian routes to the site shall be clearly delineated with safe access to and the site.
      iv. If any sidewalk is blocked during construction, alternate routes for pedestrians and bicycles shall be clearly marked with signs approved by the City.
      v. All access points shall be clearly marked during construction, and if an access point is blocked during construction, a detour sign to an alternate access point shall be clearly posted.

6. If at any time in the future, the Director of Development Services determines that a parking/circulation study is necessary to address parking and/or circulation issues relative to the use, the applicant, current business owner, and/or property owner, shall be responsible for the cost of a parking and/or circulation study prepared by a consultant selected by the City. The applicant, current business owner, and/or property owner shall also be responsible for the implementation costs of any mitigation measures deemed appropriate by the City based upon the findings of this study.

7. The applicant, current business owner, and/or property owner shall be responsible for maintaining the property, including the landscaped areas, walkways, and all paved surfaces, free from graffiti, debris and liter. Graffiti shall be removed by the applicant, current business owner, and/or property owner within 72 hours of defacement and/or upon notification by the City. The paint utilized to cover the graffiti must substantially match the existing structure. In the event that the paint finish of the abated area is noticeably distinguishable from the rest of the structure, the property owner shall paint additional portions of the building to minimize the disparity, subject to the approval of the Director of Development Services.

8. All trash bins shall be kept inside trash enclosures, and gates closed at all times, except during disposal and pick-up. Trash pick-up shall be done on a regular basis.

9. All mechanical equipment shall be screened from public view to the satisfaction of the Development Services Director.

10. Any temporary signs or permanent signs shall be reviewed and approved by the City prior to fabrication and installation.

11. The applicant, prospective business owner(s), and/or property owner(s) shall obtain approval of a Building and Zoning Compliance Application and shall obtain approval of a City Business License. The applicant, prospective business owner(s), and/or property owner(s) shall maintain a valid City Business License at all times during operation of any business conducted within the two industrial buildings.

12. This Development Plan Review may be reviewed at the discretion of the Director of Development Services in order to determine if a respective business is operating in compliance with all required Special Conditions of Approval and Standard Development Requirements.

13. There shall be no special promotional events held on the property, unless a written request for such is received and approved by the City of Placentia Development Services Director and the Police Department's Administrative Lieutenant at least 14 days in advance.

14. The site plan, floor plans, and elevations approved by the Planning Commission shall be the conceptually approved design with the following modifications:

a. The street facing doors for "Building 1" shall be decorative and shall match the door style utilized for the primary entry doors located along the southeasterly portion of the building.

b. All colors and materials reflected on the submitted colors and materials board dated received on August 21, 2017, shall be reflected on the elevation drawings. The colors, materials, and any associated exterior finishes, shall be clearly depicted and specified within a legend key (e.g., 1,2,3) on the elevation plans as to the location(s) of the aforementioned doors, windows, light fixtures, architectural canopy, and all other exterior improvements. A copy of the manufacturer's brochure copied on the project plans may be provided in lieu of an illustrative detail of the exterior improvement. The brochure should identify the manufacturer's name, item serial number, item name, common name, and texture.

c. Energy saving lamps shall be used for all outdoor lighting. All outside lighting shall be directed to prevent spillage onto adjacent properties. The type and location of all exterior lighting shall be on the site plan and elevations. Parking lot light standards shall not exceed a height of 20 feet. If any light standards are to be located within the parking lot area, the final design and location are to be approved by the Planning Division. If necessary, a detailed lighting plan with photometric information shall be required if the Planning Division determines that the proposed onsite lighting may result in the spillage of light onto nearby properties.

d. Blockwall/fencing plans (including a site plan, section drawings, and elevations depicting the height and material of all walls and fences) shall be submitted to and approved by the Planning Division. Double walls shall be avoided to the greatest extent feasible. The applicant, current business owner, and/or property owner shall coordinate with the adjacent property owner(s) and make reasonable attempts to construct one common property line wall. If coordination with the property owner(s) cannot be accomplished, the applicant shall construction up to an eight (8) foot high decorative wall (e.g., slump stone or split face) entirely within the subject property. Prior to construction of any new walls, a plan must be submitted identifying the removal of any existing walls located on the subject property. Any removal of walls on private property and construction of a new common wall shall include approval by the the adjacent property owner(s). The plan shall identify materials, seep holes, and drainage.

e. All bollards shall be constructed of durable material. Any metal bollards shall be wrapped with a durable slipcover rather than a painted bollard.

f. All vehicular driveway entry areas shall be enhanced with decorative paving. The paving band material shall extend from the street to the first cross aisle. Paving materials shall complement the building's architectural design. Appropriate paving materials shall include brick, pavers, exposed aggregate, or colored concrete with saw cut line patterns.

g. Provide a green screen or other decorative concealing device that adequately screens at-grade mechanical equipment easily discernable from public view.

15. Prior to the issuance of building permits, landscape and irrigation plans shall be prepared by a licensed landscape architect and presented to the Planning Division for review and approval. Landscaping to include a variation of trees, shrubs, vines, and ground cover, shall be installed and permanently maintained in all common areas of the project site. The plans shall conform to the State Model Water Efficient Landscaping Ordinance per AB 1881, Section 23.78.130-Landscaping of the Placentia Municipal Code (PMC), and City of Placentia Policy No. 720 – Xeriscape and Landscape Water Conservation Standards.

16. DPR 2017-02 shall comply with all federal, State, and local laws, regulations, and ordinances applicable to all onsite development and operational activities applicable to the industrial development project.

17. The structure cannot be occupied, the final building permit(s) cannot be approved, and utilities cannot be released until the property owner(s) for the industrial development until the following is completed:

    a. The property owner(s) and/or their successor(s) willfully agree to enter into any established Community Facility District(s) (CFD), Landscape Maintenance District(s) (LMD), and Street Lighting Maintenance District(s) (SLMD) or participate in the annexation into said district(s) for the project area. If any of the subject property(ies) are sold prior to annexation into the three districts, the future property owner(s) must complete the annexation process and no Certificates of Occupancy shall be issued prior to completion of annexation.

    b. The property owner(s) shall pay in full all applicable impact fees associated with the development project.

DEVELOPMENT SERVICES DEPARTMENT – BUILDING AND SAFETY DIVISION:

18. Prior to the submittal of building permits, the following shall be completed:

    a. The applicant shall obtain approval from the South Coast Air Quality Management District (SCAQMD) prior to the demolition of any onsite structures. The applicant shall follow all procedural requirements and regulations of the South Coast Air Quality Management District (SCAQMD) and any other local, state, or federal law regarding the removal and disposal of any hazardous material including asbestos, lead, and PCB's. These requirements include but are not limited to: survey, identification of removal methods, containment measures, use and treatment of water, proper truck hauling, disposal procedures, and proper notification to any and all involved agencies.

    b. Landscape plans for approval for the overall site. Landscape plans shall be prepared and designed by a licensed California landscape architect.

19. Prior to issuance of building permits, the following shall be completed:

    a. Building plans shall be approved by the Orange County Fire Authority (OCFA). Each building shall be equipped with an automatic fire sprinkler system. Fire sprinkler plans shall be submitted to OCFA for review and approval prior to installation.

b. Provide detail wall plans along the property lines prepared by a licensed California Civil Engineer. Proposed new building walls along the property lines shall be at least 6 feet in height from either side of the adjacent properties.

PUBLIC WORKS DEPARTMENT:

20. All improvement and grading plans shall be drawn on twenty-four (24) inch by thirty-six (36) inch Mylar and signed by a registered civil engineer or other registered/licensed professional as required.

21. Prior to issuance of Certificate of Occupancy or building final, all existing and new utilities including electric power, telephone, telecommunication fiber and/or cable TV in the street adjacent to and on-site shall be placed underground in accordance with the City of Placentia standards and ordinances.

22. Prior to issuance of a Certificate of Occupancy, the engineer of record shall submit all approved project plans on an AutoCAD DWG and DFX formatted Compact Disc (CD) to the Public Works Department. If the required files are unavailable, the applicant shall pay a scanning fee to cover the cost of scanning the as-built plans.

Grading

23. Prior to the issuance of a grading permit, the applicant shall prepare a Low Impact Development (LID) specifically identifying the Best Management Practices (BMP's) that will be used on site to control predictable pollutant runoff. The plan shall identify the types of structural and/or non-structural measures to be used. The plan shall comply with the Orange County Drainage Area Management Plan (DAMP) and Local Implementation Plan (LIP) Guideline. Website available at (http://ocwatersheds.com/publiced/residents/glltd) Particular attention should be addressed to the appendix section "Best Management Practices for priority redevelopment." The LID shall clearly show the locations of structural or Nonstructural BMP's, and assignment of long term maintenance responsibilities. The plan shall be prepared to the general form and content and submitted to the Director of Public Works/City Engineer for review and approval.

24. Prior to the issuance of a grading permit, the applicant shall prepare a Water Quality Management Plan (WQMP) specifically identifying the Best Management Practices (BMP's) that will be used on site to control predictable pollutant runoff. The plan shall comply with the Orange County Drainage Area Management Plan (DAMP). Particular attention should be addressed to the appendix section "Best Management Practices for Development." The WQMP shall clearly show the locations of structural BMP's, and assignment of long term maintenance responsibilities (which shall also be included in the Maintenance Agreement). The plan shall be prepared to the general form and content shown in the City of Placentia's WQMP Template and shall be submitted to the City Engineer for review and approval. Website available at (http://www.placentia.org/index.aspx?nid=262).

25. The applicant shall provide proof in the form of stamped plans or a letter from the City of Anaheim showing that they have reviewed and approved Water Quality Management Plan (WQMP) including Local Implementation Plan (LIP) for that portion of the project that is within the City of Anaheim prior to the first issuance of occupancy permit.

26. Prior to the issuance of a grading permit, the applicant shall demonstrate to the City Engineer that coverage has been obtained under the California's General Permit for Discharge of Storm Water Associated with Construction Activity by providing a copy of the Notice of Intent (NOI) submitted to the State Water Resources Control Board and a copy of the subsequent notification of the issuance of a Waste Discharge Identification (WDID) Number to the City Engineer. Construction activity subject to this permit includes clearing, grading and disturbances to the ground such as stockpiling, or excavation. Prior to the issuance of a grading permit, the applicant shall submit to the City Engineer for review a Stormwater Pollution Prevention Plan (SWPPP). A copy of the approved SWPPP shall be kept at the project site and available for review upon request.

27. Prior to the issuance of grading permits, the applicant shall prepare and submit a precise grading plan prepared by a licensed civil engineer to the Engineering Division of the Public Works Department showing building footprints, new and revised pads and elevations of finished grades, drainage routes, retaining walls, erosion control, slope easements, structural best management practices (BMPs) conforming to the approved water quality management plan, and other pertinent information. The project development shall accept and make provisions for the existing surface water that are the natural flows from the adjacent properties immediately abutting to the development site.

28. Prior to approval of the final design plans and issuance of a grading permit, the applicant shall conduct a site-specific geotechnical investigation for the entire site and prepare a report that fully assesses the geologic and soil conditions of the site. As part of the report preparation, soil sampling and any geotechnical testing will be completed at each location where structures are to be erected. The report shall provide grading and structural design recommendations for avoiding liquefaction, subsidence or collapse for each of the proposed structures. The recommendations shall be implemented by the Applicant.

29. Prior to the issuance of a grading permit, erosion control plans and notes shall be submitted and approved by the Engineering Division of Public Works Department.

30. All private slopes of 4 feet or more in vertical height and of 4:1 or greater slope, but less than 2:1 slope, shall be, at minimum, irrigated and landscaped with appropriate ground cover for erosion control. Slope planting required by this section shall include a permanent irrigation system to be installed by the developer prior to occupancy.

31. Surety and agreement guaranteeing completion of all on-site grading improvements including drainage, structural BMPs, erosion control, grading operations shall be posted and executed to the satisfaction of the City Engineer prior to the issuance of grading permits.

32. The final grading plan for the parcels shall be substantially the same, specifically with regard to pad elevations, size, and configuration; as the proposed grading illustrated on the approved site plan. If there is a significant deviation between the two plans the Development Services Director and the City Engineer will review the plans and determine if a finding of substantial conformance can be made prior to the issuance of a grading permit. The Development Services Director and the City Engineer may refer the matter to the Planning Commission for an opinion before making a decision. Failure to achieve such a finding will require processing a revised site plan.

33. Prior to issuance of grading permit, the applicant shall submit a preliminary title report no older than 90 days.

34. Prior to issuance of any permits (such as grading, tree removal, encroachment, or building), the site grading, landscape, irrigation, and street improvement plans shall be coordinated for consistency with each other and for consistency with the requirements and standards of the City of Placentia and/or City of Anaheim.

35. All site, grading, landscape, irrigation, and street improvement plans shall be coordinated for consistency with each other and for consistency with the requirements and standards of the City of Placentia and/or City of Anaheim; prior to issuance of any permits (such as grading, tree removal, encroachment, building, etc.), or approved use has commenced, whichever comes first.

Public Improvements and Construction

36. Existing pavement and sidewalk conditions of Van Buren Street are determined unsuitable due to cracking, irregular surface, age, water damage, and/or failure to meet structural section to support the new industrial development. The applicant shall provide street resurfacing of the full street width of pavement along the full length of property frontage (grind to a depth of 2-inch and 2-inch overlay). All public improvements shown on the plans and/or tentative map shall be constructed to City of Placentia standards, ordinances, policies and/or reasonably determined by the City Engineer to be applicable to the project.

37. Prior to issuance of a building permit, the applicant shall obtain a right of way use agreement approved by City of Placentia for that portion of the City of Anaheim's water main extension to be installed in Van Buren Street to serve the water for a parcel to the south in City of Anaheim.

38. The developer shall dedicate additional right-of-way (2.5 feet in width) for public improvements, sewer, water, storm drain and public utility purposes to meet City standards conveying 52-foot curb to curb and 64-foot right-of-way to right-of-way. As part of the land dedication for the street improvements the developer shall prepare a Grant Deed for Street and Public Utility Purposes with associated legal description and plat map for the City to record.

39. Prior to issuance of a Certificate of Occupancy, Van Buren Street shall be improved with concrete curb and gutter located 26 feet from the centerline and shall tie into the existing asphalt pavement, curb, gutter and sidewalk. The improvement includes resurfacing of existing pavement across the full width of Van Buren Street.

40. All parking, common, and storage areas shall be lighted to maintain a minimum of 1-foot candle power. These areas should be lighted from sunset to sunrise and be on photo censored cell.

41. All of the street improvement shall follow and comply with the following design standards throughout this project including but not limited to tree well and grates, in addition to the following requirements:
    a. Driveways shall conform to the applicable City of Placentia standards and shall be shown on the street improvement plans.
    b. Driveways shall be located at a minimum of two (2) feet from the property line prolongation at the curb.
    c. Concrete sidewalks shall be constructed along all public street frontages in accordance with City Standards.
    d. The minimum centerline and flow line grades shall be one percent unless otherwise approved by the City Engineer.
    e. Street lights shall be provided along streets adjoining and within the subject site in accordance with City Standards or as approved by the City Engineer.

42. Improvement plans shall be based upon a centerline profile extending beyond the project boundaries a minimum distance of 150 feet at a grade and alignment approved by the City Engineer.

43. Prior to the issuance of building permit, the applicant shall enter into an agreement and post security bond, in a form and amount acceptable to the City Engineer, guaranteeing the construction of public improvements in conformance with applicable City standards and the City Code, including, but not limited to the following:

    a. Street improvement including, but not limited to: pavement, curb and gutter, sidewalks, driveway approaches, street lights, signing, striping, traffic signal systems and other traffic control devices as appropriate.

    b. Storm drain facilities

    c. Landscaping

    d. Sewer systems

e. Street lighting

44. All utilities to the project site will be undergrounded. All existing overhead utilities and utility poles currently located on the project site must be removed and undergrounded.

Storm Drain Improvements and Construction

45. The development site shall be graded to drain surface water to the existing City storm drain system in Van Buren Street with no cross lot drainage permitted. If a drainage crossing a property line is altered and involves the use of drainage pipes, culverts, and V-gutters to conduct the storm water to an approved city system, a drainage easement shall be established by the recordation of Covenants Agreements and Restrictions for the benefit of each parcel. Drainage shall be indicated on the precise grading plans.

46. The project street and lot grading shall be designed in a manner that perpetuates the existing natural drainage patterns with respect to tributary drainage area and outlet points. Unless otherwise approved by the Public Works Director.

47. Drainage easements, when required, shall be shown on the grading plans and noted as follows: "Drainage Easement - no buildings, obstructions, or encroachments by landfills are allowed."

48. The project shall be designed to accept and properly dispose of all off-site drainage flowing onto or through the site. The storm drain design and improvements shall be subject to review and approval by City Engineer. The hydraulics and hydrology report shall include detailed drainage studies indicating how the grading, in conjunction with the drainage conveyance systems including applicable swales, channels, street flows, catch basins, storm drains, and flood water retarding, BMP treatment and LID, will allow building pads to be safe from inundation from rainfall runoff which may be expected from all storms up to and including the theoretical 100-year flood per the Orange County Hydrology Manual. The project development shall be designed to accept and properly dispose of all off-site drainage flowing onto or through the site. If the quantities exceed the existing downstream capacity, the developer shall provide adequate drainage facilities to mitigate the impact as approved by the City Engineer.

49. Prior to the approval of the improvement plans, the hydrology study shall show that the 25-year storm flow will be contained within the street from curb to curb and the 100-year storm flow shall be contained within the street right-of-way. When either of these criteria are exceeded, additional drainage facilities shall be installed. All analysis shall comply with the Orange County Hydrology Manual and County Local Drainage Manual.

50. The post development peak flow rate generated from the project site shall be less than or equal to the pre development peak flow rate from the site for all frequency storms up to and including 100-year return.

51. Drainage facilities with sump conditions shall be designed to convey the tributary 100-year storm flows. Secondary emergency flow bypass shall also be provided as approved by City Engineer.

52. This project site falls within the flood hazard area AE with base flood elevation as defined by the Federal Emergency Management Agency (FEMA), as part of the National Flood Insurance Program. Prior to the approval of any improvement or grading plan, the applicant shall comply with the rules and regulations of FEMA and City Ordinance for development within a flood hazard area designated as Zone AE per the latest FIRM. Compliance may include obtaining a Conditional Letter of Map Revision (CLOMR) from FEMA prior to development and a Letter of Map Revision (LOMR) from FEMA after completion of development.

53. Prior to issuance of grading permit, the flood plain boundaries on the property shall be delineated on an environmental constraint sheet to accompany the grading plan. Calculations and the applicable data used to determine these boundaries shall be submitted to the Public Works Director for review. The area within the delineated flood plain shall be labeled "Flood Plain" and shall be kept free of all buildings and obstructions unless the applicant obtains a CLOMA from FEMA.

54. The applicant shall provide evidence that the cumulative effect of the proposed development, along with the existing and anticipated development, will not increase the base elevation at any point within Flood Plain.

Sewer Line Improvements and Construction

55. Sewer flow calculations justifying force main design and pump capacity to the main shall be prepared by a registered civil engineer and submitted as a part of an improvement plan for approval by the City Engineer.

56. Prior to issuance of building permit, the developer's engineer shall analyze and mitigate any sewer system deficiencies for all phases of the proposed development. Results of the system analysis may require special construction such as booster pumps, upsizing the downstream pipes and backwater valves. The engineering analysis and special construction requirements shall be subject to review and approval of City Engineer.

57. Onsite water improvement and fire protection plans shall be approved by the Fire Marshal, the local water district, and City Engineer. The water distribution lines and appurtenances shall conform to the applicable laws and adopted regulations enforced by the Golden State Water Company.

58. Prior to the issuance of a building permit, the applicant shall dedicate ingress and egress of the access route within the project site and improve it fully operational as required by the Orange County Fire Authority and satisfaction to the City Engineer.

59. The applicant shall submit a Will Serve Letter from the City of Placentia-and Golden State Water Company.

60. Prior to the issuance of a building permit, the applicant shall dedicate ingress and egress of the access route within the project site and improve it fully operational as required by the Orange County Fire Authority and satisfaction to the City Engineer.

61. Install new sanitary sewer manholes at the proposed connection to the existing City sewer line.

POLICE DEPARTMENT:

62. Install a monument sign on the northeast corner of the access driveway and Van Buren Street which indicates the address number of the two buildings, the name of the street (Van Buren St.), and the City (Placentia). Numbers and letters should be a minimum of six inches in height.

63. On each building have address numbers with the street name and city displayed in a prominent location so as to be highly visible to approaching vehicular traffic. Numbers and letter should be a minimum six inches in height.

64. Comply with the Placentia Police Department Building Security Requirements for non-residential structures (see attached).

ORANGE COUNTY FIRE AUTHORITY (OCFA)

65. Prior to issuance of a grading permit or building permit, if a grading permit is not required, the following items shall be submitted to OCFA:
    a. Fire master plan (service code PR145).
    b. Methane investigation/mitigation (service codes PR172-PR176). It will need to be determined if the address is in an "Administrative Boundary" or not. If the property is in an "Administrative Boundary", it will be necessary to conduct soil testing.

66. Prior to the issuance of a building permit, the following shall be submitted and approved by OCFA:
    a. Hazardous equipment, processes, or operations (service codes PR345-PR360);
    b. High-piled storage (service code PR330);
    c. Underground piping for private hydrants and fire sprinkler systems (service code PR470-PR475).

d. Underground piping (service code PR470-PR475), if private hydrants are installed/modified or a fire; and

e. Fire sprinkler system (service codes PR400-PR465).

ATTACHMENT B

PLACENTIA POLICE DEPARTMENT

STANDARD DEVELOPMENT REQUIREMENTS
NON-RESIDENTIAL

The following standards shall be required for all non-residential developments. No modifications shall be made without the approval of the Chief of Police.

Doors-Exterior Swinging

Swinging exterior glass doors, wood or metal doors with glass panels, solid wood or metal doors shall be constructed or protected as follows:

1. All wood doors shall be of solid core construction with a minimum thickness of one and three-fourths (1 3/4) inches.

2. Hollow steel doors shall be of a minimum 16 U.S. gauge and have sufficient reinforcement to maintain the designated thickness of the door when any locking device is installed; such reinforcement being able to restrict collapsing of the door around any locking device.

3. A single or double door shall be equipped with a double or single cylinder deadbolt lock. The bolt shall have a minimum projection of one (1) inch and be constructed so as to repel cutting tool attack. The deadbolt shall have an embedment of at least three-fourths (3/4) inch into the strike receiving the projected bolt. The cylinder shall have a cylinder guard, a minimum of five pin tumblers, and shall be connected to the inner portion of the lock by connecting screws of at least one-fourth (1/4) inch in diameter.

4. The strike plate for deadbolts on all wood framed doors shall be constructed of minimum sixteen (16) U.S. gauge steel, bronze, or brass and secured to the jamb by minimum of two screws, which must penetrate at least two (2) inches into solid backing beyond the surface to which the strike is attached.

5. Aluminum frame swinging doors shall be equipped as follows:

   a. The jamb on all aluminum frame swinging doors shall be so constructed or protected to withstand 1,600 pounds of pressure in both a vertical distance of three inches and a horizontal distance of one inch each side of the strike, so as to prevent violation of the strike.

   b. A single or double door shall be equipped with a double cylinder deadbolt with a bolt projection exceeding one inch or a hook-shaped or expanding deadbolt that engages the strike sufficiently to prevent spreading. The deadbolt lock shall have a minimum of five-pin tumblers and a cylinder guard.

6. All exterior doors equipped with lever-handled locking devices which operate the deadbolt shall have thresholds designed and installed so as to prevent the passing of rigid materials between the door and threshold to the interior.

7. Double doors shall be equipped as follows:

a. The inactive leaf of double door(s) shall be equipped with metal flush bolts having a minimum embedment of 5/8 inch into the head and threshold of the doorframe.

b. Double doors shall have an astragal constructed of steel a minimum of 0.125 inch thick, which will cover the opening between the doors. The astragal shall be a minimum of two inches wide, and extend a minimum of one inch beyond the edge of the door to which it is attached. The astragal shall be attached to the outside of the active door by means of welding or with nonremovable bolts spaced apart on not more than ten inches centers. (The door to which such an astragal is attached must be determined by the fire safety codes.)

8. Door stops on wooden jambs for in-swinging doors shall be of one piece construction with the jamb.

9. Panic hardware, whenever required by the Uniform Building Code or Title 24, California Code of Regulations, shall be installed as follows:

a. Panic hardware shall contain a minimum of two locking points on each door; or

b. On single doors, panic hardware may have one locking point, which is not to be located at either the top or bottom rails of the doorframe. The door shall have an astragal constructed of steel 0.125 inch thick, which shall be attached with nonremovable bolts to the outside of the door. The astragal shall extend a minimum of six inches vertically above and below the latch of the panic hardware. The astragal shall be a minimum of two inches wide and extend a minimum of one inch beyond the edge of the door to which it is attached.

c. Double doors containing panic hardware shall have an astragal attached to the doors at their meeting point, which will close the opening between them, but not interfere with the operation of either door.

10. Hinges for out-swinging doors shall be equipped with non-removable hinge pins or a mechanical interlock to preclude removal of the door from the exterior from the exterior by removing the hinge pins.

11. In office buildings (multiple occupancy), all entrance doors to individual

office suites shall meet the construction and locking requirements for exterior doors.

Windows

1. Except when double cylinder deadbolts are utilized, any glazing utilized within 40 inches of any door locking mechanism shall be constructed or protected as follows:

    a. Fully tempered glass or rated burglary resistant glazing; or

    b. Iron or steel grills of at least 1/8-inch material with a minimum two-inch mesh secured on the inside of the glazing may be utilized; or

    c. The glazing shall be covered with iron bars of at least ½ inch round or one-inch by ¼-inch flat steel material, spaced not more than five inches apart, secured on the inside of the glazing.

    d. Items b. and c., above, shall not interfere with the operation of opening windows if such windows are required to be openable by the Uniform Building Code.

2. No louvered windows shall be used.

3. Sliding windows shall incorporate an anti-lift device.

Roof Openings

Roof openings shall be protected as follows if the roof is accessible via an exterior ladder or the roof is less than 20 feet from ground level or if any portion of it is within 12 feet vertically or six feet horizontally from any exterior accessible surface or any adjoining roof, balcony, landing, stair tread or similar structure:

1. All skylights on the roof of any building used for business purposes shall be provided with:

    a. Rated burglary-resistant glazing; or

    b. Iron bars of at least one-half inch round or one by ¼ inch flat steel material under the skylight and securely fastened; or

    c. A steel grill of at least 1/8 inch material with a maximum two-inch mesh under the skylight and securely fastened.

2. All hatchway openings on the roof of any building or premises used for business purposes shall be secured as follows:

    a. If the hatchway is of wooden material, it shall be covered on the inside with at least 16 U.S. gauge sheet metal, or its equivalent, attached with screws.

b. The hatchway shall be secured from the inside with a slide bar or slide bolts.

c. Outside hinges on all hatchway openings shall be provided with nonremovable pins when using pin-type hinges.

3. Air ducts or vents exceeding ninety-six (96) square inches in an area with the smallest dimension exceeding six (6) inches on roof or exterior walls shall be covered by iron or steel bars of at least one-half (1/2) inch material spaced not more than five (5) inches apart; or steel grills of at least twelve (12) gauge material of two (2) inch mesh (maximum) securely mounted.

Ladders

Ladders leading to the roof shall do so from the interior of the building.

Phone Panels

There shall be no exterior phone panels.

Lighting-Parking Lots, Walkways, Buildings

Buildings, open parking lots, walkways, and accesses thereto shall conform to the following light standards:

1. All types of exterior doors shall be illuminated during the hours of darkness, with a minimum maintained one foot-candle of light, measured within a five-foot radius on each side of the door at ground level. The light source shall be controlled by a photocell device or a timeclock with an astronomic clock feature and capable of operating during a power outage.

2. Recessed areas of buildings or fences, which have a minimum depth of two feet, a minimum height of five feet, and do not exceed six feet in width and are capable of human concealment, shall be illuminated with a minimum maintained 0.25 foot-candles of light at ground level during the hours of darkness. This requirement applies to defined recessed areas which are within six feet of the edge of a designated walking surface with an unobstructed pathway to it, not hindered by walls or hedge row landscaping a minimum of two feet in height.

3. Stairways shall be illuminated with a minimum maintained one foot-candle of light on all landings and stair treads, during the hours of operation, including one hour thereafter.

4. All interior or exterior corridors, passageways and walkways in any hotel, motel or inn shall be illuminated at all times with a minimum maintained one foot-candle of light on the walking surface.

5. All exterior pedestrian walkways, interior common corridors, and open parking lots shall be illuminated with a minimum maintained one foot-candle of light on the walking or driving surface during the hours of operation and one hour thereafter.

6. The light source utilized to comply with this section to meet parking and drive surface lighting shall have a rated average bulb life of not less than 15,000 hours.

7. Light fixtures for parking, driveways, and walkways shall be Dark-Sky compliant per the International Dark-Sky Association standards for casting light downward

8. Accessible luminaires utilized to meet the requirements of this section have vandal resistant light fixtures and be not less than three feet in height from ground level when used to illuminate walkways and a minimum of eight feet in height from ground level when illuminating surfaces associated with vehicles. Light fixtures shall be deemed accessible if mounted within fifteen feet vertically or six feet horizontally from any accessible surface or any adjoining roof, balcony, landing, stair tread, platform or similar structure.

9. A site plan shall be provided showing buildings, parking area, walkways, detailed landscaping and a point-by-point photometric calculation of the required light levels. Foot-candles shall be measured on a horizontal plane and conform to a uniformity ratio of 6:1 average/minimum. Landscaping shall not be planted so as to obscure required light levels.

Addressing

Addressing for nonresidential buildings shall conform to the following specifications:

1. Numerals shall be mounted on the wall, be no higher than 30 feet, and face the street on which the building is addressed. Numerals are to be clearly visible from this same street and not obscured by building landscaping at full maturity. Addressing shall be of a color contrasting to the background to which they are affixed. Method of attachment shall not include the use of two-sided tape or any material not resistant to weather conditions.

2. Where distance or intervening obstructions impair visibility from the street, addressing shall be mounted on all buildings so as to be visible from drive aisles and walkways internal to the site, and each such address, or an encompassing range of addresses, shall be displayed on monument signs visible from each site entrance from all approaching directions. In such cases, directional wayfinding signs shall be provided per No. 5 below.

3. Numerals shall be no less than six inches in height, if located less than 100 feet from the center line of the addressed street or 12 inches in height if placed further than 100 feet from the center line of the addressed street. The numerals shall be in a Sans Serif font with a stroke weight of medium to bold,

or an approved equivalent font which is clearly legible, and illuminated during the hours of darkness using a light source provided with an uninterruptible A.C. power source or controlled only by a photoelectric device, which may be the common area site lighting.

4. The rear doors of all buildings shall have address numbers not less than six inches in height, using a Sans Serif font with a stroke weight of medium to bold, or an approved equivalent font which is clearly legible, and be of a color contrasting to the background to which they are affixed. Method of attachment shall not include the use of two-sided tape or any material not resistant to weather conditions.

5. For sites having multiple buildings for which addressing mounted on the building is not clearly visible from the street, or for which drive aisles diverge from a site entrance in a manner such that the direct route to each building is not obvious, vehicle directional signs shall be provided. Vehicle direction signage from the point of site entry to each building entrance shall display building addresses or unit number range, and be located at all turning points along the route to a building entrance. Signs shall be no less than 2 feet from ground level and not obstructed by landscaping at full maturity or parked cars. Numerals shall be at least 3 inches in height using a Sans Serif font with a stroke weight of medium to bold, or an approved equivalent font which is clearly legible.

6. Buildings with a total square footage of at least 30,000 square feet shall have rooftop numbers placed parallel to the addressed street, screened from public view and only visible from the air. The numerals are to be white, block lettered, constructed of weather resistant material, and placed against a black background. Address numbers are to be a minimum of 4 feet in height and 18 inches wide. When more than one street address is assigned to a building, the beginning and ending address numbers are to be placed on the rooftop at opposite ends of the building, reflecting the approximate location of these addresses.

Exceptions:

1. For buildings having white roofing, black lettering shall be used in lieu of white lettering.

2. Buildings providing addressing for a helipad as specified in the California Building Code.

Emergency Access

Private roads and parking areas or parking facilities when controlled by unmanned automated parking gates shall provide for police emergency access utilizing Click2Enter radio controlled entry system and Knox key switch device to be installed and designed as follows:

1. The key switch control shall be installed at a height of 42 inches from finished driveway grade and a minimum of 15 feet from the entry/exit gate, and be located on the driver's side of the road or driveway. The key switch is to be accessible in such a manner as to not require a person to exit their vehicle to reach it; nor to require any back-up movements in order to enter/exit the gate. The key switch may be installed within a visitor telephone/intercom call box if meeting the above criteria. The control housing shall consist of heavy gauge metal, and be vandal- and weather-resistant and be mounted on a substantial structure such as a steel post, concrete, or masonry pedestal.

2. Key switches shall be secured to the control housing or telephone/intercom call box utilizing tamper resistant screws.

3. Except for an open surface parking lot with less than 100 parking spaces, a radio controlled entry system shall be installed per City specifications.

4. Vehicle gates shall be designed to open in a power failure.

5. All lockable pedestrian gates or doors to common area walkways shall provide for police emergency access utilizing Click2Enter and Knox key switch device which shall be installed as follows:

   a. Pedestrian gates/doors using an electrically automated type lock shall be provided with Click2Enter and a Knox key switch within a telephone/intercom console, or installed adjacent to the door inside a wall/door frame, or in a control housing as described in No. 1 above or in a method approved by the police department. Key switches shall be secured utilizing tamper resistant screws. The Click2Enter main unit or a remote receiver shall be visible in order to determine, when activated, if the signal was received by illuminating a light. More than one gate or door which is in close proximity to another may be operated by Click2Enter if approved by the police department.

   b. Pedestrian gates or doors utilizing mechanical locks shall be provided with a Knox key vault adjacent to each gate or door, securely attaching it to a fence or wall, mounted 4 feet above finished grade and within 2 feet of the locking device.

   c. Elevators with access control systems shall be provided with a key switch adjacent to the access control reader utilizing tamper resistant screws.

6. Emergency vehicle access gates shall be designed so as to provide access to the padlock from either side of the gate. A key vault shall be installed on each side of the gate. Owner's padlock shall be used to secure the gate.

7. All key switches, key vaults, and padlocks shall be sub-mastered to an Orange County Fire Authority key for access by the police department. The radio controlled entry system shall be programmed to frequencies approved by the

police department and Orange County Fire Authority.

8. Key switches, key vaults, padlocks, and radio controlled entry system installations shall be identifiable to approaching police personnel in a manner as approved by the police department.

9. An Emergency Access Plan shall be required when a radio controlled entry system, key switch, or key vault is required to be installed. The plan is to identify the location of each device on a site plan.

Construction Site Security

The number of access points onto the site shall be minimized and, where feasible, situated in locations that are highly visible from an adjacent street, and conform to the following:

1. Perimeter construction site fencing shall be installed adjacent to streets and designed as ` follows:

   a. Chain link or other metal fencing and gates, at least six feet in height, and

      (1) Vehicle and pedestrian access gates shall not be covered with any fabric. Fencing with fabric shall not be covered for the first 50 feet in lineal length, or greater where necessary for sight distance control, on each side of a gate.

   b. All vehicle and pedestrian openings shall have gates secured after hours of operation by a padlock(s) designed to prohibit cutting of the shackle; and

      (1) Coil chain, minimum 30 grade, at least 3/8-inch thick, if used to secure a gate, or

      (2) Cable at least 5/16-inch thick, if used to secure a gate.

   c. Perimeter fencing may be removed when there is no longer outside storage of building materials or building fixtures and when there are no remaining exterior construction activities requiring separation of non-construction related personnel and public from exterior construction activity.

   d. Alternative fencing and protection may be approved by the police department.

2. Office trailers and temporary buildings shall be secured as follows:

   a. At a minimum, doors shall have a deadbolt lock and an auxiliary locking device using a hasp or slide bolt with a protective device to prohibit cutting of a padlock, attached with non-removable bolts from the exterior, and locked with a padlock having a minimum ½-inch thick shackle with heel and toe locking; or

secured in a manner as approved by the police department.

b. All windows shall be secured from entry using either:

(1) Steel bars of at least ½-inch round or one-inch by ¼-inch flat steel material, spaced not more than five inches apart, securely attached on the inside of the trailer using bolts that are nonremovable from the exterior; or

(2) Steel grate mesh of at least 1/8-thick material, securely attached on the interior or exterior of the trailer using means that are resistant to removal from the exterior.

3. Storage containers with at least 64 square feet of storage area shall be secured as follows:

a. Doors shall be secured using a hasp or slide bolt with a protective device to prohibit cutting of the padlock, attached with nonremovable bolts from the exterior, and locked with a padlock having a minimum ½-inch thick shackle with heel and toe locking; or secured in a manner as approved by the police department.

b. Exterior hinge pins shall be rendered nonremovable by design or welding.

4. Site lighting shall be installed and designed as follows:

a. Where lighting required would impinge on occupied residential properties:

(1) Motion sensors may be used to control light fixtures.

(2) Elements of the lighting provisions below may be modified or not required when approved by the police department.

b. All vehicle gate locations shall be illuminated, during the hours of darkness, with an approximate minimum maintained one foot-candle of light on the ground, within and on all sides of the gated opening for a distance of 15 feet beyond the opening. Outdoor lighting shall be maintained and installed so that direct rays are confined to the site and adjacent properties and streets open to the public are protected from glare.

c. All open centralized storage areas for building materials or building fixtures shall be illuminated, during the hours of darkness, with an approximate minimum maintained one foot-candle of light on the ground, within and on all sides of the stored items for a distance of 15 feet beyond the materials or fixtures.

d. All trailers, temporary buildings, or containers used as an office or for storage of building materials, or fixtures for buildings, or construction equipment shall be illuminated on all sides with openings, during the hours of darkness,

with an approximate minimum maintained one foot-candle of light on the ground for a distance of 15 feet beyond the exterior walls.

e. Luminaries utilized to meet this section shall be installed at least 18 feet from the ground, have tempered or polycarbonate lenses, and meet or exceed U.L. Bulletin 1572 for wet locations.

5. Forklifts shall be rendered inoperable, when hours of operation are ceased, by removing the key and adding a device to either disable the engine or other measure to prohibit moving it.

6. A record shall be developed and maintained of on-site motorized construction vehicle equipment, which have wheels a minimum of 15 inches in diameter, listing the manufacturer, model, license plate number, vehicle identification number (VIN), and product identification number (PIN).

7. An address sign shall be installed at all perimeter vehicle access points and include the street name and number, using minimum six-inch high letters and numbers, and shall be posted at the top of the perimeter fence or at least five feet from the ground.

8. A "No Trespassing" sign, conforming to the requirements of California Penal Code, Section 602, shall be installed at all perimeter access points, posted at the top of the perimeter fence or at least five feet from the ground.

9. A 24-hour emergency phone number, for management of the site, shall be posted at the main gated entrance and on the exterior of an on-site office trailer or building near the main vehicle entrance.

10. The following additional security measures shall be required if the residential construction site has 25 or more dwelling units:

a. Institute at least one of the following additional security measures:

(1) Provide color cameras that view all vehicle access points and record vehicle license plates when the hours of operation cease, saving recorded activity for at least 60 days; or

(2) Utilize a California State Licensed Security Guard for every contiguous 20 acres or portion thereof, to monitor the site when hours of operation cease, recording persons and vehicles entering and leaving it, saving recorded activity for at least 60 days; or

(3) Other alternate measure(s) approved by the police department that are found to provide at least the equivalent security of providing one of measures (1) or (2) above.

b. Develop a written procedure and implement a property identification program approved by the police department that is designed to readily identify ownership of heavy equipment, building materials where feasible, and building

equipment.

Definitions

Astragal is a device, either fixed or movable, which eliminates the vertical opening between a pair of doors when in the closed position.

Burglary resistant glazing means those materials as defined in Underwriters' Laboratories Bulletin 972.

Fully tempered glass means those materials meeting or exceeding UCB Standard 24-2 for Safety Glazing.

Glazing is all glass, plastics, and fiberglass utilized as an exterior window, vision panel, light, or pane within any type of door.

Hours of operation shall mean the time period when any activity requires the presence of employees or workers within or about the affected business.

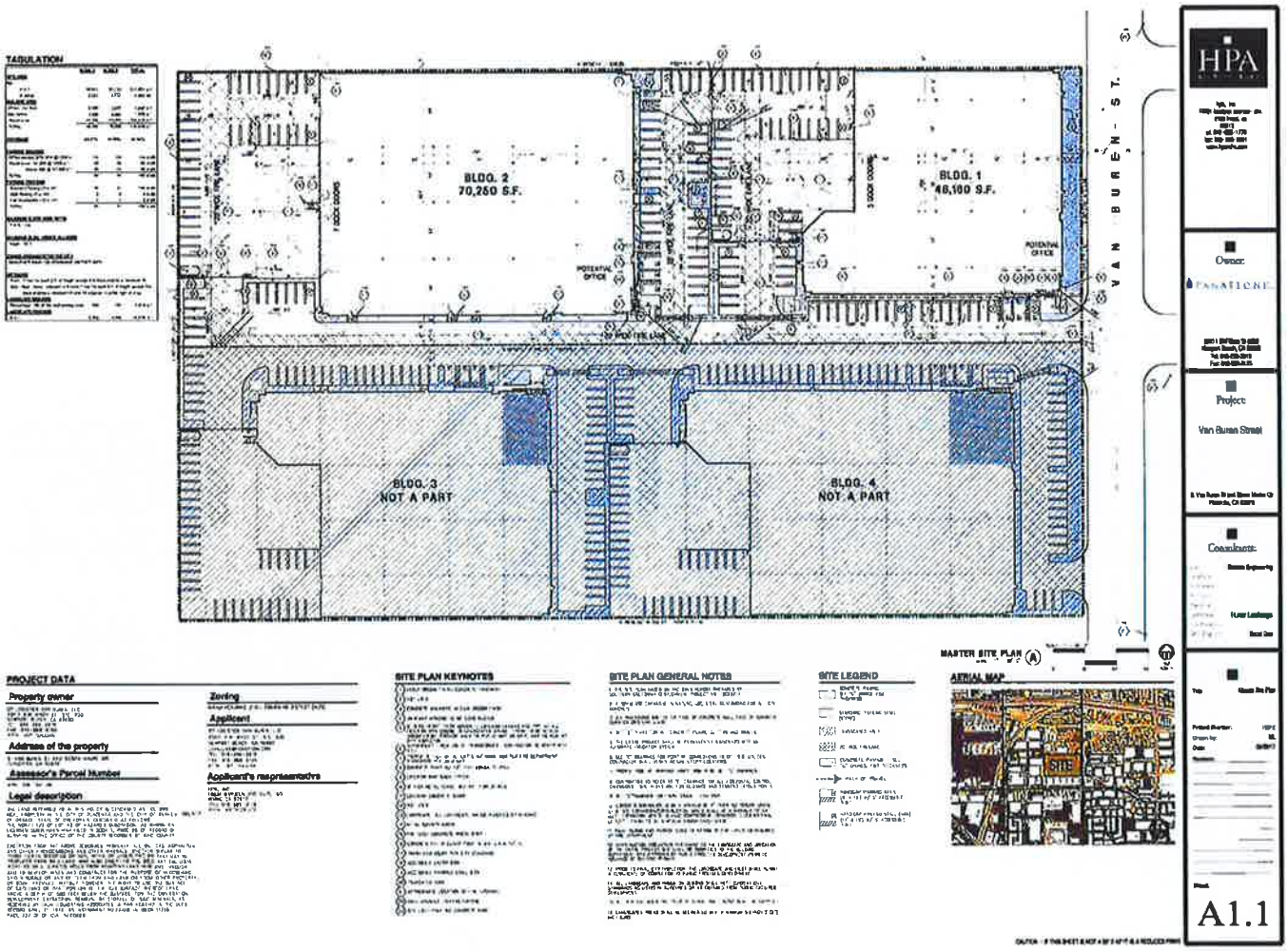
Hours of darkness shall mean any time from one-half hour before sunset and one-half hour after sunrise and any other time when the illumination level is less than the required lighting for uses as designated in this chapter.

Luminaire is a complete lighting device consisting of a light source together with its direct appurtenances, such as globe, reflector refractor, housing and such support as is integral with the housing. The pole, post or bracket is not considered a part of the luminaire.

Minimum maintained foot-candles of light is the amount of light falling on that point of a surface with the least illumination, calculated through application of a maintenance factor, which is a multiplier applied to account for aging of the lamp and for dirt build-up on the luminaire during the period for which a lamp is in place.

Vandal resistant light fixture has a lens constructed of materials meeting or exceeding U.L. Bulletin 972 (Burglary Resistant Glazing) and a housing meeting or exceeding U.L. Bulletin 1572 (Wet Locations.)

ATTACHMENT 3
PROJECT PLANS DATED
&
RECEIVED JUNE 29, 2017



PROJECT DATA

Property owner

Address of the property

Assessor's Parcel Number

Legal description

Zoning

Applicant

Applicant's representative

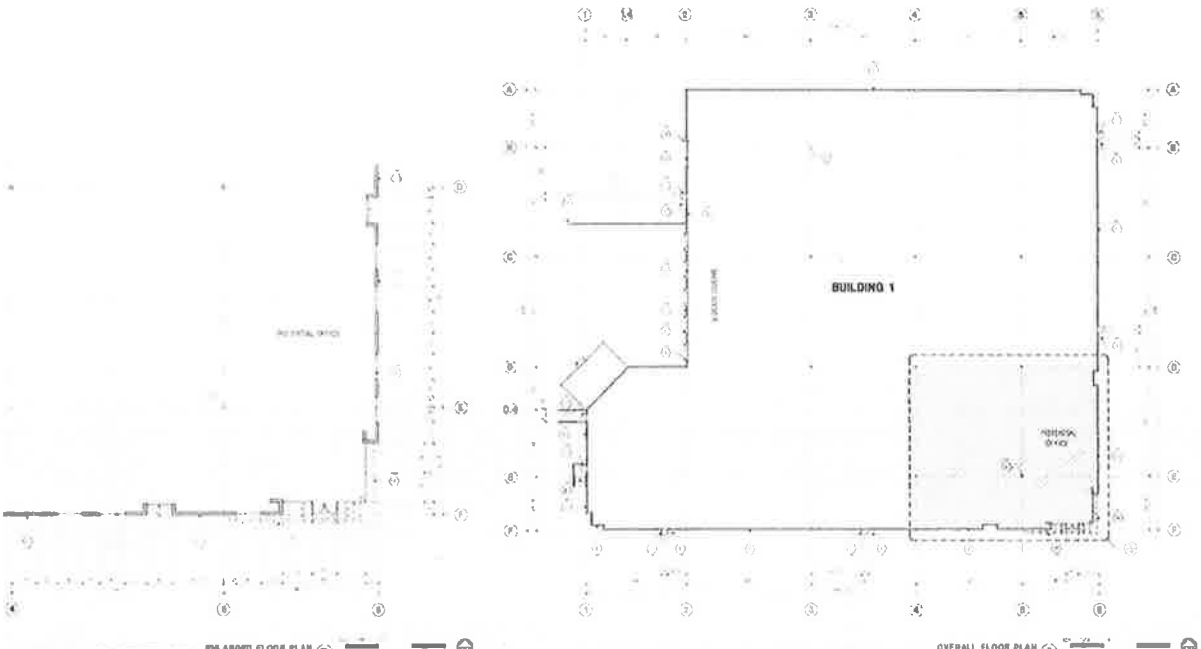
SITE PLAN KEYNOTES

SITE PLAN GENERAL NOTES

SITE LEGEND

AERIAL MAP

ATTACHMENT 4



FLOOR PLAN KEYNOTES

FLOOR PLAN GENERAL NOTES

FLOOR SLAB & POUR STRIPS REQ

HPA

Owner:

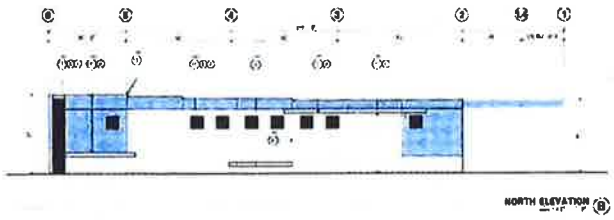
Project:

Van Buren Street

Consultants:

1-A2.1

ATTACHMENT 4



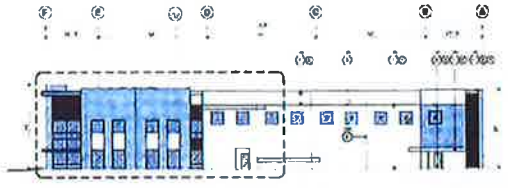
NORTH ELEVATION (B)



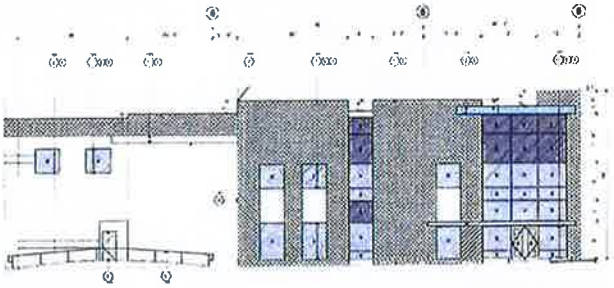
WEST ELEVATION (A)



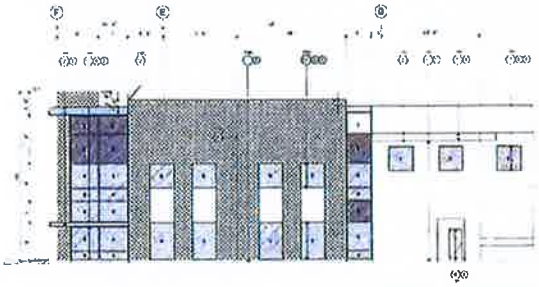
SOUTH ELEVATION (D)



EAST ELEVATION (C)



ENLARGED SOUTH ELEVATION (F)



ENLARGED EAST ELEVATION (E)

ELEVATION KEYNOTES

ELEVATION GENERAL NOTES

ELEVATION COLOR LEGEND/SCHED.

GLAZING LEGEND

HPA

Owner:

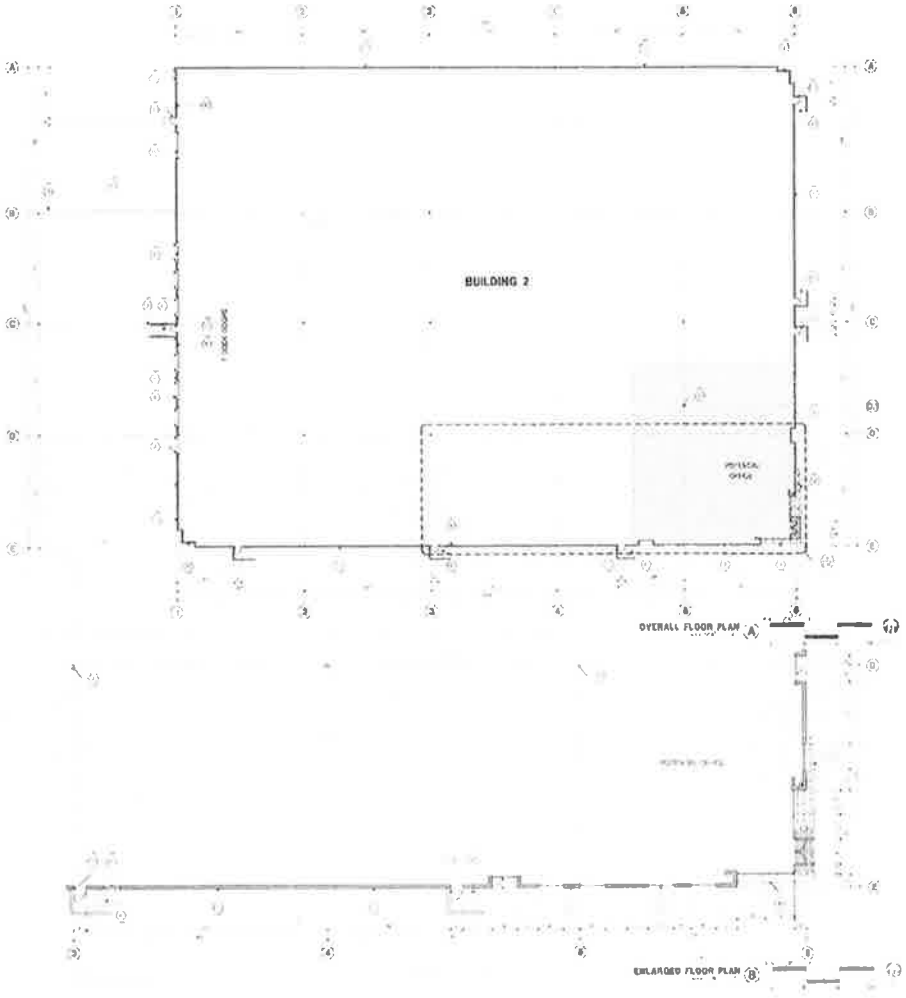
Project:

Van Buren Street

Consultants:

1-A3.1

ATTACHMENT 4



FLOOR PLAN KEYNOTES

FLOOR PLAN GENERAL NOTES

FLOOR SLAB & POUR STRIPS REQ.

HPA

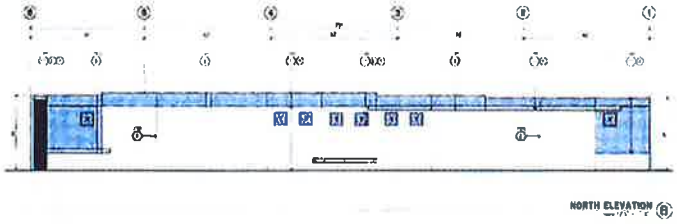
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Project:

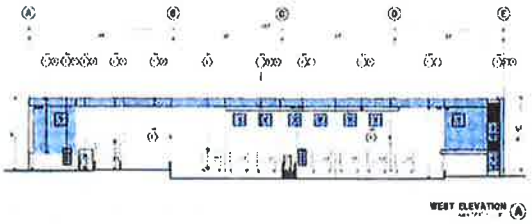
Van Buren Street

2-A2.1

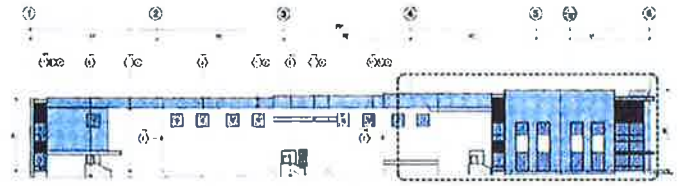
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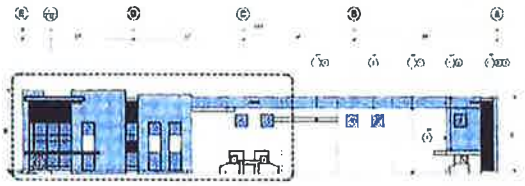
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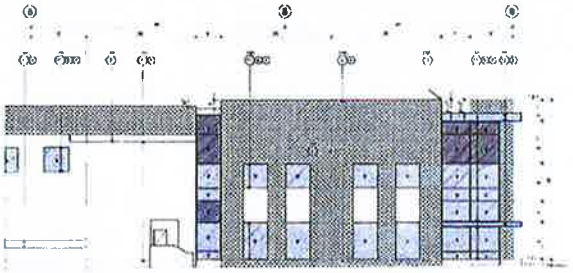
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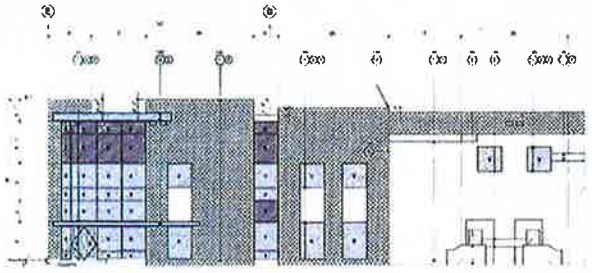
SOUTH ELEVATION (D)



EAST ELEVATION (C)



ENLARGED SOUTH ELEVATION (F)



ENLARGED EAST ELEVATION (E)

ELEVATION KEYNOTES

ELEVATION GENERAL NOTES

ELEVATION COLOR LEGEND/SCHED.

GLAZING LEGEND

HPA

Owner:
PANATTONI

Project:
Van Buren Street

Consultants:

2-A3.1

ATTACHMENT 4

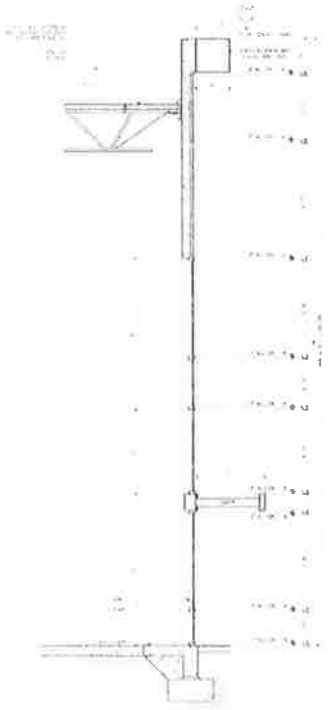


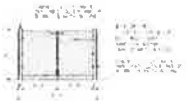


METAL FENCE DETAIL (C)

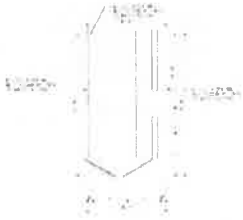


TYP. CONCRETE REVEAL (B)

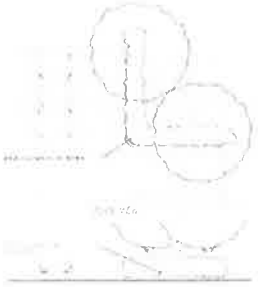




TRASH ENCLOSURE GATE ELEVATION (G)



TRASH ENCLOSURE PLAN (F)



GROUND MOUNTED EQUIPMENT SCREENING, TYP. (E)



ENLARGED METAL FENCE AND GATE ELEVATION (J)



TRASH ENCLOSURE SECTION (H)

TYP. STOREFRONT ELEVATION (A)

HPA

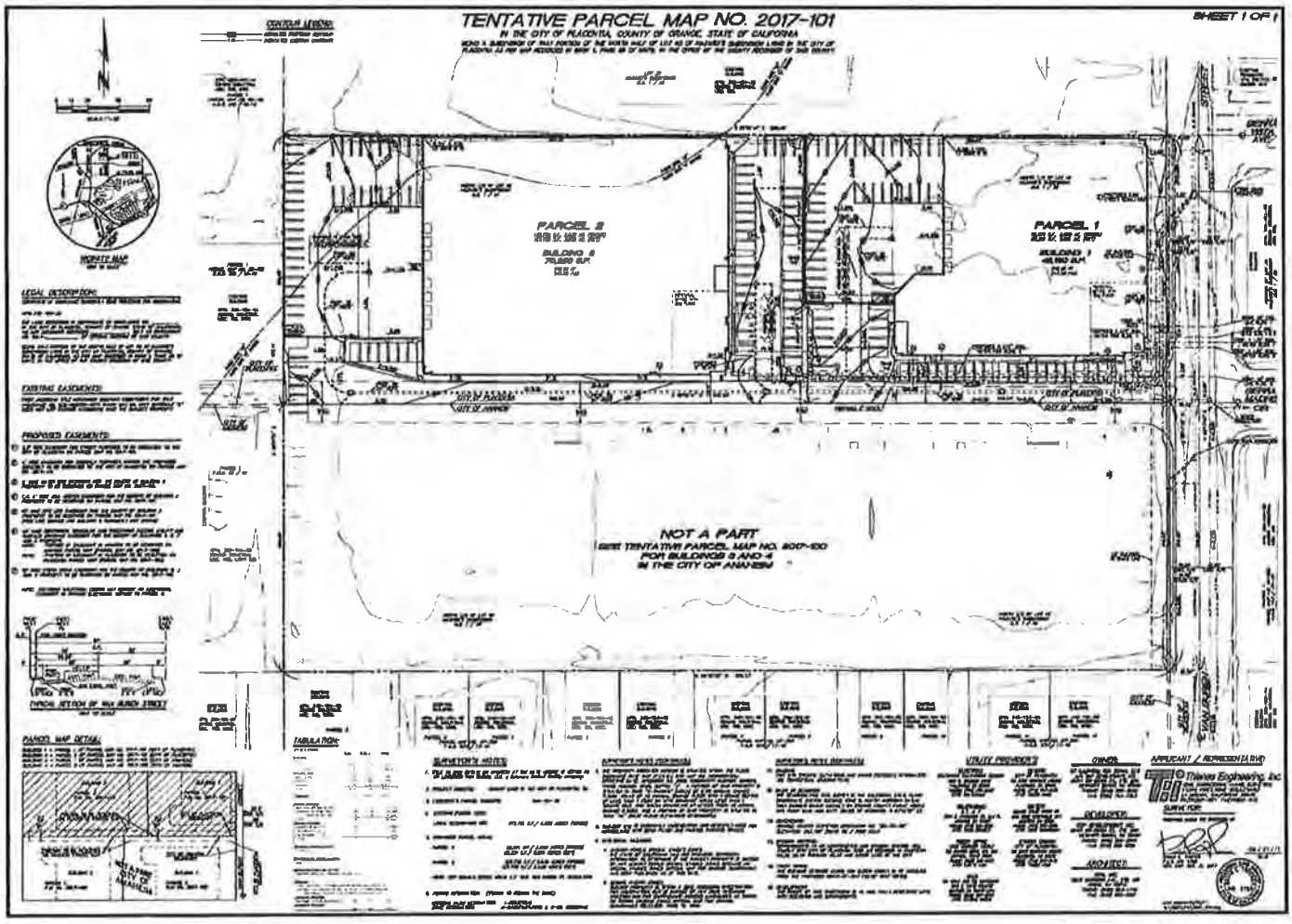
Project

Van Buren Street

A4.1

ATTACHMENT 4

ATTACHMENT 4
TENTATIVE PARCEL MAP NO. 2017-101
DATED & RECEIVED JUNE 29, 2017



ATTACHMENT 4

ATTACHMENT 5
COLORS & MATERIALS BOARD
DATED & RECEIVED JUNE 29, 2017



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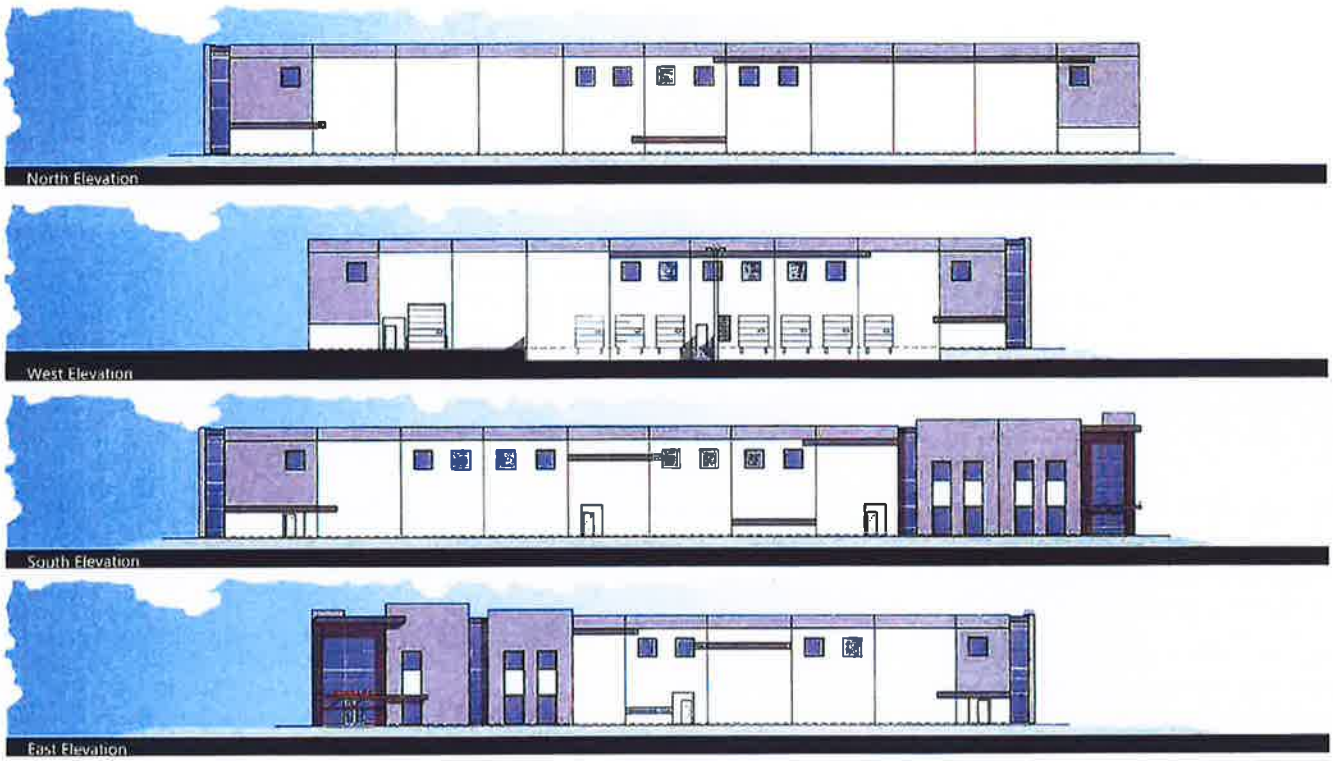
VAN BUREN STREET

ANAHEIM & PLACENTIA, CA

PANATTONI

Job No 16312.00 | CONCEPTUAL STREET ELEVATIONS - BUILDING 1 | 05.17.2017

ATTACHMENT 4



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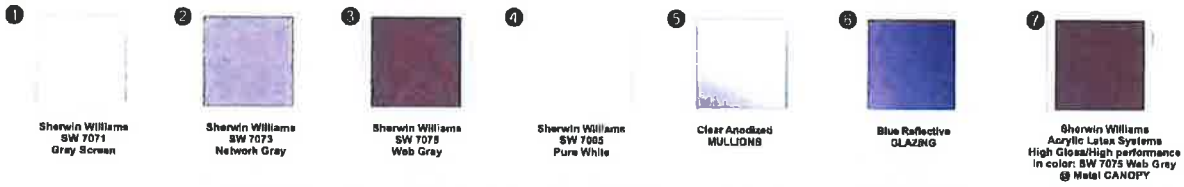
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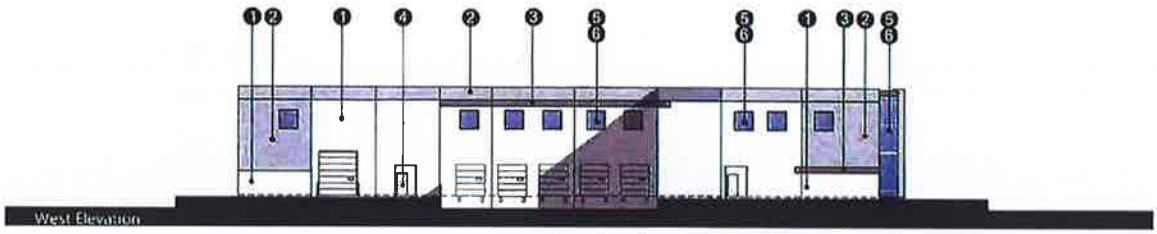
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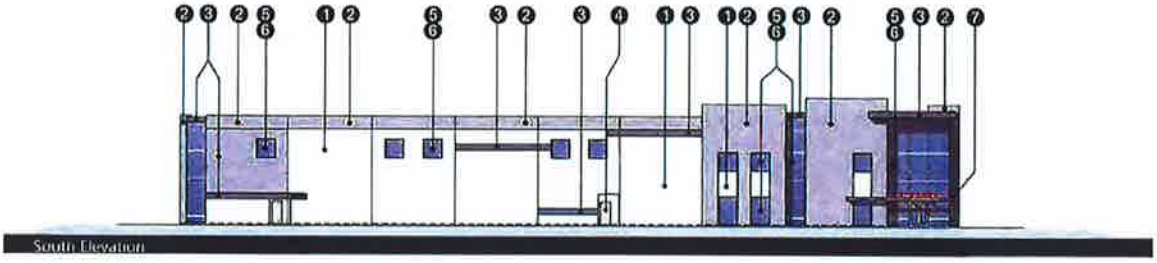
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ATTACHMENT 4







HPA

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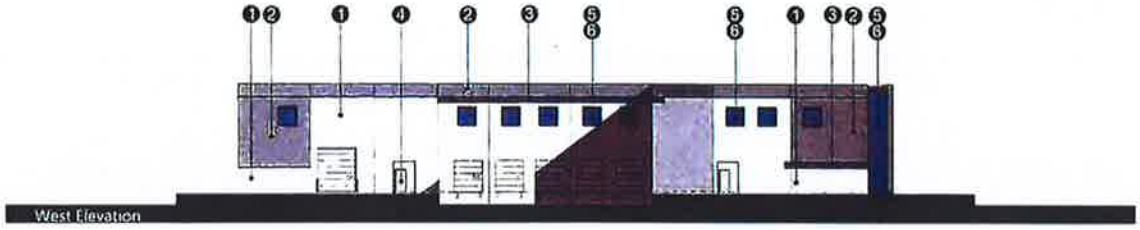
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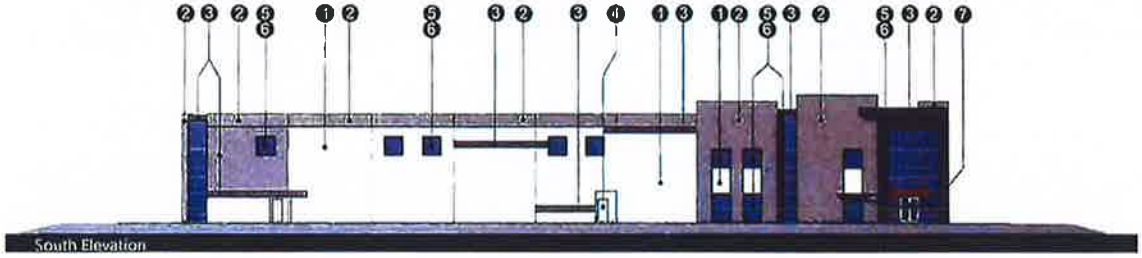
PANATTONI®

Job No 1631200 | CONCEPTUAL STREET ELEVATIONS & MATERIAL BOARD - BUILDING 1 (TYPICAL) | 05/2017

ATTACHMENT 4







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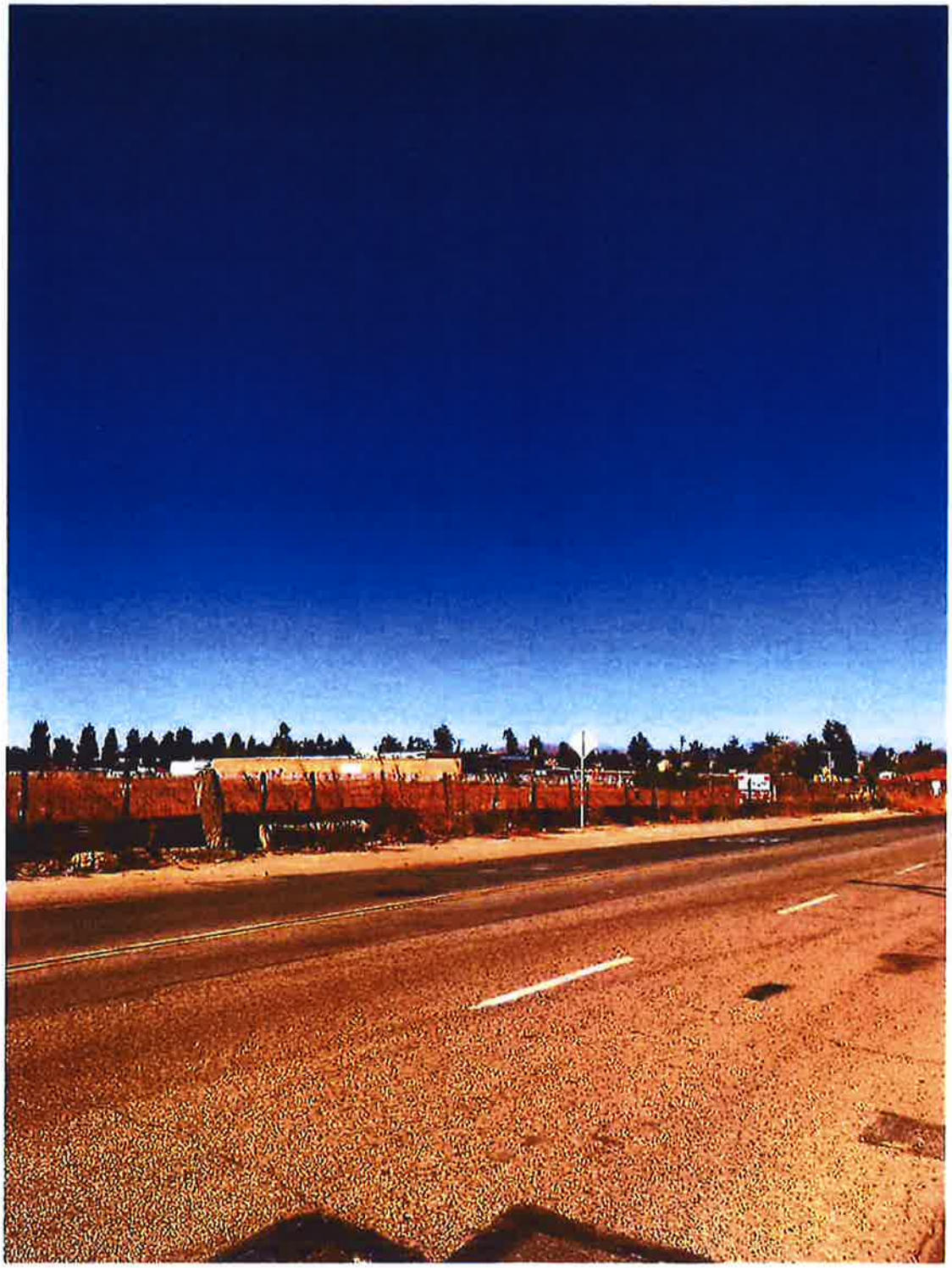
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PANATTONI

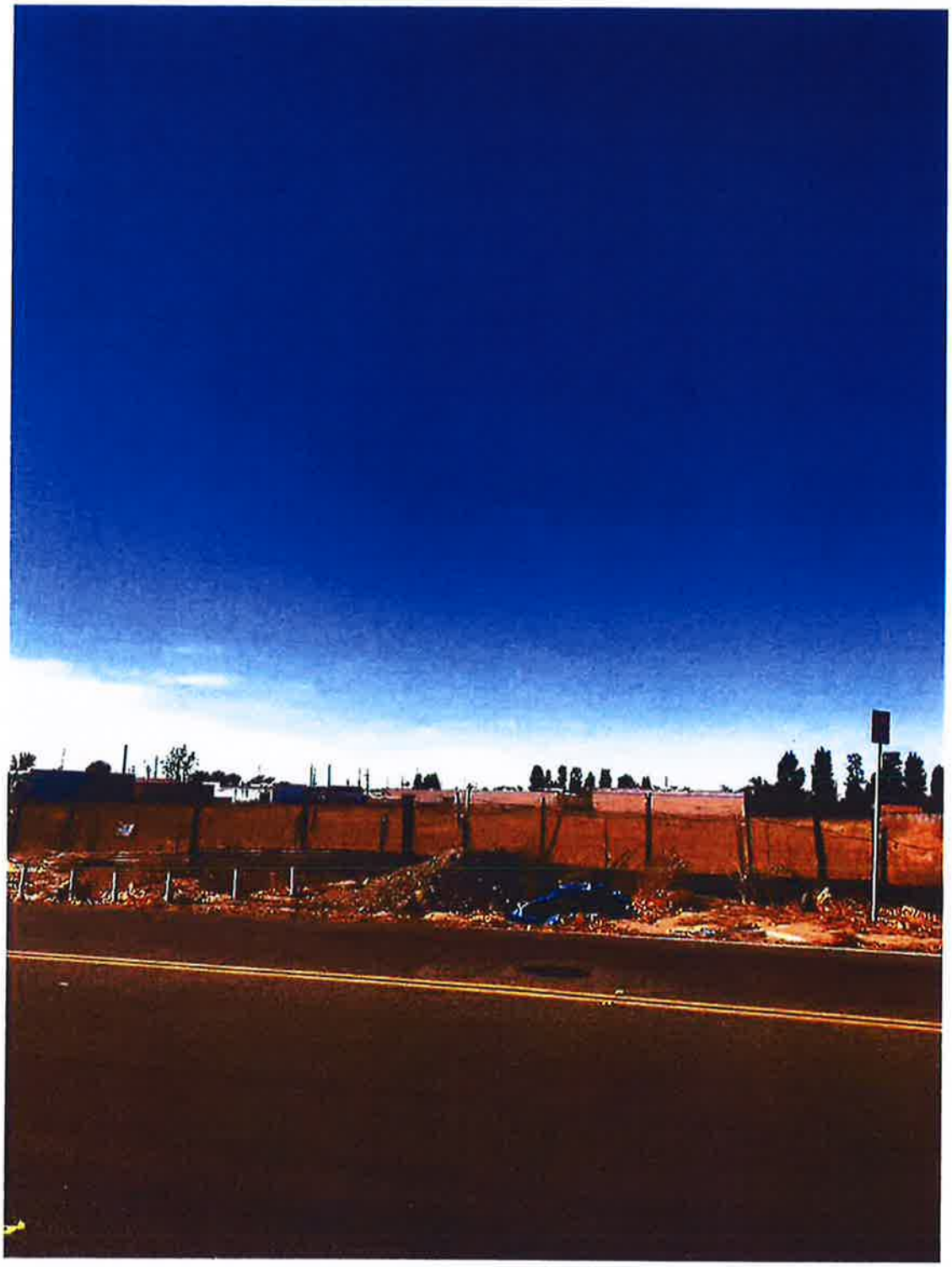
CONCEPTUAL STREET ELEVATIONS & MATERIAL BOARD - BUILDING 3 TYPICAL

ATTACHMENT 4

ATTACHMENT 6
SITE PHOTOGRAPHS



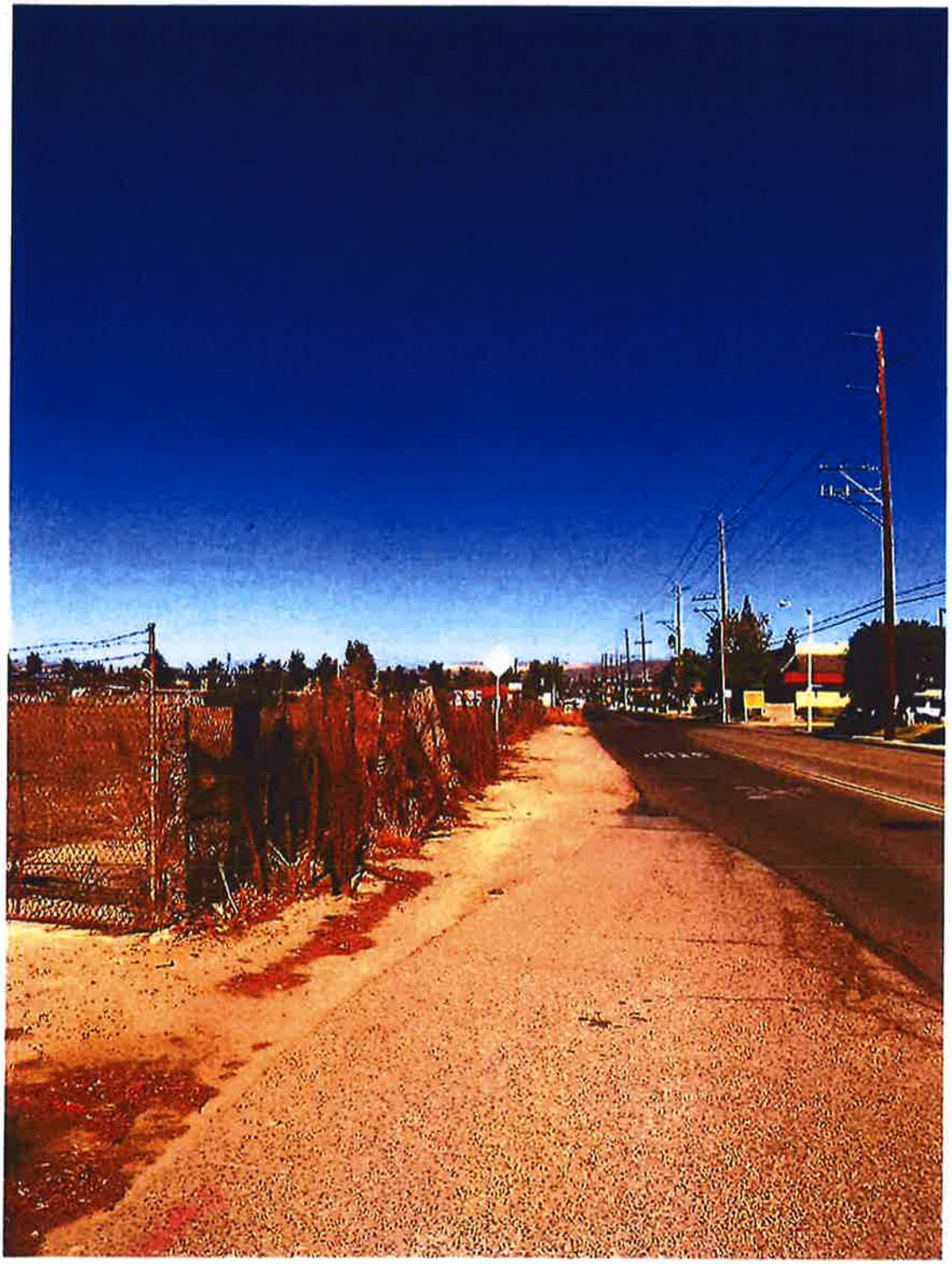
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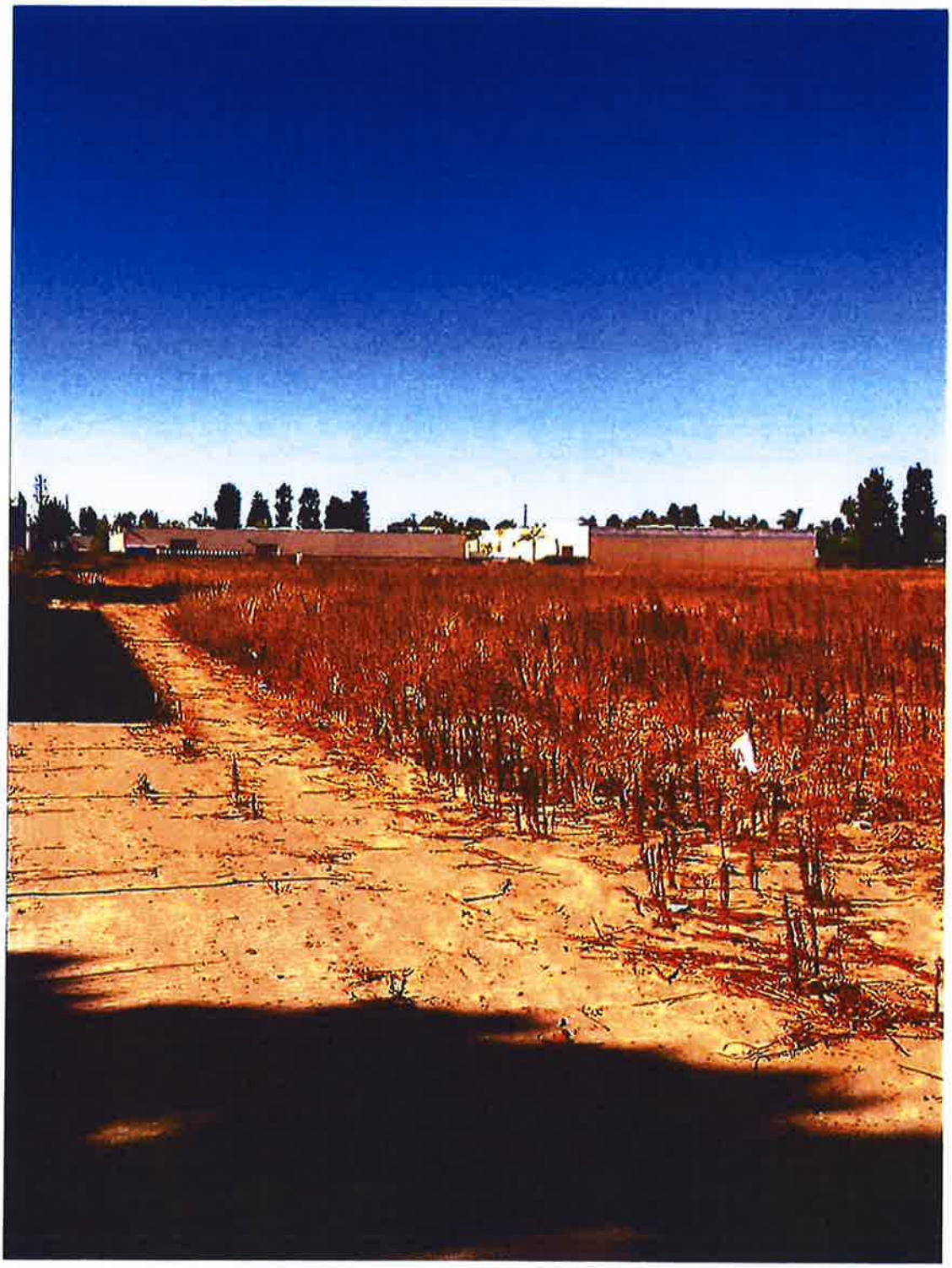
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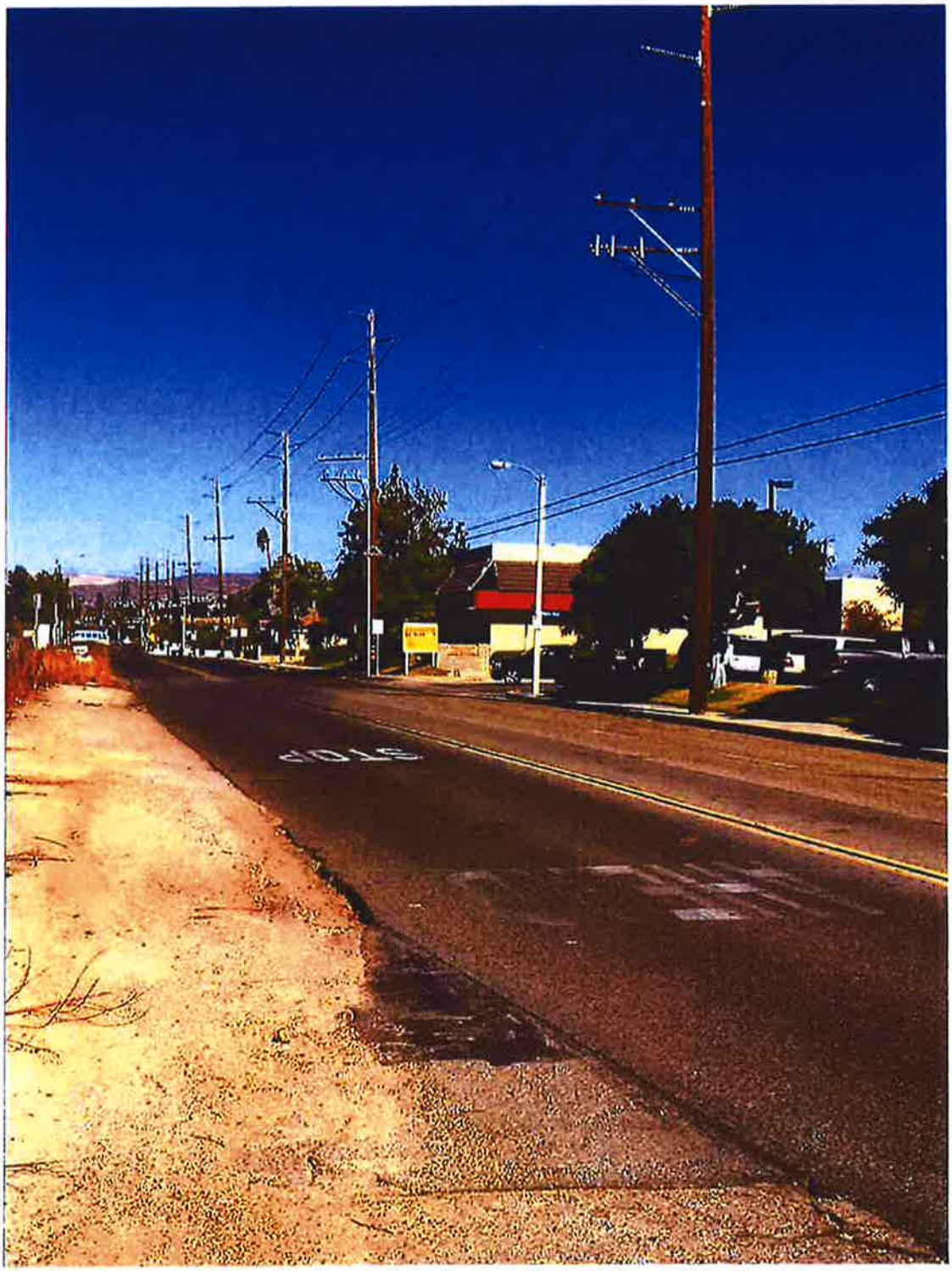
ATTACHMENT 4



ATTACHMENT 4



ATTACHMENT 4



ATTACHMENT 4

Placentia City Council
AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF ADMINISTRATIVE SERVICES

DATE: NOVEMBER 19, 2019

SUBJECT: **MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE PLACENTIA POLICE OFFICERS ASSOCIATION**

FISCAL IMPACT:

FISCAL YEAR 2019-20	$110,071
FISCAL YEAR 2020-21	$345,025

SUMMARY:

The Placentia Police Officers Association (PPOA) represents approximately 30 full-time employees. The City and PPOA have been engaged in good faith labor negotiations and have reached a tentative agreement on the wages, hours, and working conditions for PPOA employees. PPOA ratified the tentative agreement on October 1, 2019. The Memorandum of Understanding (MOU), which represents the tentative agreement, is being presented for City Council consideration and approval.

RECOMMENDATION:

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

1. Approve the Memorandum of Understanding with the Placentia Police Officers Association as outlined in Exhibit 1; and

2. Authorize the City Administrator, Director of Administrative Services, and Director of Finance to execute the necessary documents on behalf of the City, in a form approved by the City Attorney.

DISCUSSION:

The MOU between the City and the PPOA expired on February 28, 2019. The City representatives have been in discussion with PPOA Board Representatives over the past seven months. With City Council direction and cooperation from the PPOA, the negotiations process has been successfully completed between the parties.

A summary of the significant agreements for this MOU include the following compensation and benefit adjustments:

1. Term: March 1, 2019 – June 30, 2021
2. Compensation: 5% increase for all unit employees effective October 6, 2019 and a 5% increase for all unit employees effective the pay period that includes July 1, 2020.
3. Education and POST Certification: The salary schedule for Police Officers is restructured to include base pay only. Pay differentials for education and POST certification are provided as percentage-based pay differentials calculated off the base rate of pay.
4. Overtime and Compensatory Time Off: Overtime definitions and calculations are more clearly stated to the existing practice within the City. Compensatory Time Off (CTO) for non-FLSA hours is documented in the MOU reflecting the City's current practice. FLSA CTO is capped at 300 hours. FLSA CTO is paid to an employee who promotes within the City at the regular rate of pay prior to promotion.
5. Shift Selection: Shift selection is based on seniority.
6. Special Assignment Pay: Addition of Homelessness Liaison Officer Pay of $225/month for a maximum of two Police Officers.
7. Special Assignments: A process for an appeal by an employee removed from a special assignment has been added to the MOU.
8. Medical Contributions: Employer medical contributions are capped based on enrollment at $735/month for employee only, $1,542/month for employee +1, and $1,972/month for employee+2 or more coverage. Employer medical contributions are capped at the current 2019 contribution levels for retirees eligible under the 1995 Insurance Benefits agreement. A new tier of medical opt out, capped at $400 per month, is created for new employees hired into the PPOA unit on or after January 1, 2020.
9. Holiday Closure: City to provide forty-eight (48) hours of paid leave to be utilized by active employees during the holiday closure period at the end of December each year. For employees unable to use the leave during the holiday closure, additional time to use the leave is provided and unused hours are paid with the last paycheck in June.
10. Leave Cash Out: Implementation of a leave cash out process that complies with the constructive receipt provisions under the IRS regulations.
11. Hours of work: Clarification on work schedules, hours of work and meal periods.
12. Advancement through the Salary Range: Salary step movement may occur following twelve months of overall satisfactory performance at each step.
13. Leaves of Absence: Employees with accrued leave must use all available accrued leave when absent from work for a partial day or full day. During any unpaid leave of absence, unit members do not accrue leave and do not receive benefits unless required by law.
14. Contract Language: The contract language has been re-written for clarity, conformance with applicable laws, and to reflect the actual practices within the City. The contract language revisions, while significant, are not economic items and are intended to communicate more clearly the parties' agreements.
15. All other components shall remain in the Memorandum of Understanding and will remain in full force and effect for the term of the agreement.

FISCAL IMPACT:

The total cost for the aforementioned salary and benefit adjustments is estimated at $110,071 for the Placentia Police Officers Association members for Fiscal Year 2019-20. The mid-year budget amendment will include some minor adjustments to the salary and benefit expenditures that were

included in the Fiscal Year 2019-20 Adopted Budget. The fiscal impact for Fiscal Year 2020-21 will be $345,025.

Prepared by:

Rosanna Ramirez
Director of Administrative Services

Reviewed and approved:

Kim Krause
Director of Finance

Reviewed and approved:

Damien R. Arrula
City Administrator

Attachment:
Exhibit 1: PPOA MOU

PLACENTIA
Rich Heritage, Bright Future

MEMORANDUM OF UNDERSTANDING

Between

THE CITY OF PLACENTIA
and
PLACENTIA POLICE OFFICERS ASSOCIATION (PPOA)

March 1, 2019 – June 30, 2021

(Approved by the City Council on November 19, 2019)

ATTACHMENT 1

TABLE OF CONTENTS

PREAMBLE 5
ARTICLE 1 - PPOA RECOGNITION 6
ARTICLE 2 - PPOA RIGHTS 6
A. Membership Dues 6
B. Access to Placentia Communication Systems 6
C. PPOA Business On City Time 6
ARTICLE 3 - NON-DISCRIMINATION 7
ARTICLE 4 - CITY PERSONNEL RULES 7
ARTICLE 5 – PROBATION 7
ARTICLE 6 - ADVANCEMENT THROUGH THE SALARY SCHEDULE 7
ARTICLE 7 - PAYROLL PROCESSES 7
ARTICLE 8 - COMPENSATION AND SPECIAL ASSIGNMENT PAY 8
A. Compensation 8
B. Education and POST Certification Differentials 8
C. Longevity Pay Program 8
D. Special Assignment Pay 9
E. Bilingual Pay 10
F. Marksmanship Incentive Pay 10
G. New Employee Finder's Fee/Incentive Pay 11
H. Lateral Police Officers 11
ARTICLE 9 - OVERTIME AND WORK SCHEDULES 11
A. Overtime Definitions 11
B. Calculation of Overtime Payment 11
C. Compensatory Time Off (CTO) 12
D. Overtime for Extra Events at Placentia-Linda Unified School District (PYLUSD) 12
E. Work Schedules 12
F. Shift Trades 12
G. Specialty Positions Assignment, Rotation, and Removal 13
H. Rules of Evidence and Procedure for Employees Removed from Special Assignments 14
I. Court Time 15
J. Mandatory Training Meetings and Call Outs 16

K. Investigator Standby 16
L. Range Training 16
M. Off-Duty Canine Pay 17
N. Off-Duty Motorcycle Pay 17
ARTICLE 10 – MEAL PERIODS 17
ARTICLE 11 - RETIREMENT 18
ARTICLE 12 - MEDICAL INSURANCE COVERAGE 18
ARTICLE 13 - OTHER INSURANCE PROGRAMS 20
A. Dental Plan 20
B. Vision Care Plan 20
C. Short and Long Term Disability 20
D. Life Insurance 20
ARTICLE 14 - PERSONAL TIME OFF 21
A. PTO Accrual Rate 21
B. Use of Personal Time Off 21
C. PTO Payment Upon Separation of Employment 21
D. Employees Not Granted PTO Use 21
E. Annual Leave Buy Back 22
ARTICLE 15 - SICK LEAVE AND ALTERNATIVE HEALTH AND WELLNESS 22
A. Alternative Health and Wellness Leave/Program 22
B. AHW Incentives 23
C. Frozen Sick Leave 23
D. AHW and Sick Leave Upon Reemployment 23
ARTICLE 16 - BEREAVEMENT LEAVE 24
ARTICLE 17 - OTHER LEAVE PROVISIONS 24
A. Non-Industrial Injury 24
B. Industrial Accident Leave 24
C. Military Leave 24
D. Other Leaves 24
ARTICLE 18 - HOLIDAYS 24
A. Designated Holidays 25
B. Floating Holiday 25
C. Dates of Observance of a Holiday 25
D. Holidays for Shift Employees 25

E. Holiday Closure 25
ARTICLE 19 –LEAVES OF ABSENCE 26
ARTICLE 20- EDUCATION REIMBURSEMENT 26
ARTICLE 21 - POLICE UNIFORMS 26
ARTICLE 22 - GRIEVANCE AND ARBITRATION PROCEDURES 27
A. Purpose 27
B. Matters Subject to Grievance Procedure 27
C. Informal Grievance Procedure 27
D. Formal Grievance Procedure 27
E. Conduct of Grievance Procedure 28
F. Arbitration 29
ARTICLE 23 - IRS SECTION 125 FLEXIBLE SPENDING ACCOUNTS PROGRAM 30
ARTICLE 24 - SEVERABILITY CLAUSE 30
ARTICLE 25 - TERM 30
APPENDIX "A" - JOB CLASS AND SALARY SCHEDULE 32
APPENDIX "B"- 1995 Insurance Changes 1
APPENDIX "C" - Total Compensation Survey Components 3

PREAMBLE

The wages, hours and conditions of employment that are set forth in this Memorandum have been discussed and jointly proposed by and between the City of Placentia (hereinafter called "PLACENTIA" or "the City") and the Placentia Police Officers' Association (hereinafter called "PPOA") and shall apply to all the employees of PLACENTIA working in the job classes set forth in Appendix "A".

The terms and conditions of employment that are set forth in this Memorandum have been discussed in good faith between representatives of PLACENTIA and PPOA. PPOA has recommended and its members have ratified all of the terms and conditions of employment as set forth herein. Staff officials of PLACENTIA recommend to the Placentia City Council that the terms and conditions of employment as set forth herein be implemented by resolution of the City Council. Upon the adoption of such a resolution, all the terms and conditions of this Memorandum so incorporated shall become effective without further action by either party.

Unless otherwise noted, changes to wages, hours, and conditions of employment are prospective following City Council approval of the Memorandum of Understanding (MOU).

ARTICLE 1 - PPOA RECOGNITION

PLACENTIA hereby recognizes the Placentia Police Officers' Association ("PPOA") as the representative for all its members to the fullest extent allowable under California law, the Meyers-Milias-Brown Act Government Code Section 3500, et seq., applying to public employees. As public employees, such Unit Employees have the right to discuss individual problems of employment with PLACENTIA, provided that, upon request of a Unit Employee, the PPOA shall be kept fully informed and have the right to be present and represent the Unit Employee at all such meetings between PLACENTIA and the individual or when City Rules, Regulations, Policies or laws affecting wages, hours and/or other terms and conditions of employment may be amended or changed.

The City agrees that the Representatives of the Association, shall be entitled to meet and confer with Management during said representatives' normal working hours (no more than three hours per meeting) without suffering any loss in pay while absent from duties for such purpose.

ARTICLE 2 - PPOA RIGHTS

A. Membership Dues

The City will provide dues authorization forms to new employees who may become members of the Association. When the City receives a dues authorization form or upon written notice from the Association that the employee has authorized dues deduction, membership dues will be automatically deducted from an employee's pay and forwarded by the City to PPOA. Dues deductions begin the beginning of the pay period following the City's receipt of notice from the PPOA.

B. Access to Placentia Communication Systems

The City's interdepartmental messenger service may be used for individual business oriented communication between employees who are represented by the Association and Directors of the Association or their designees.

In the interests of facilitating communication with Association members and the distribution of information to association members, the Association may utilize the City's e-mail system to communicate with association members in matters of normal association business. The City's e-mail system and interdepartmental communications system shall not be used for political or campaign related activity. Use of the City's email system is subject to compliance with City policy and communications should not be considered confidential or exempt from public disclosure under the Public Records Act. PPOA may use the City's email for a reasonable amount of time for PPOA business.

C. PPOA Business On City Time

PPOA members will be allowed to conduct a reasonable amount of PPOA business during their regular work shift(s).

ARTICLE 3 - NON-DISCRIMINATION

The City and the Association agree that they shall not discriminate against any employee based on protected class under state or federal law.

ARTICLE 4 - CITY PERSONNEL RULES

The City and PPOA agree, during the term of the MOU, to meet and confer pursuant to the Myers-Milias-Brown Act (MMBA) regarding Personnel Rules and City policies within the scope of bargaining and any proposed changes to said rules and/or policies.

ARTICLE 5 – PROBATION

A. All original Police sworn personnel appointments shall be tentative and subject to a probationary period of one year (12 months) of actual service.

B. Newly-hired entry-level Police Officers (not possessing a POST Basic Certificate) shall be subject to an eighteen (18) month probationary period.

C. The City Administrator may establish a longer probationary period for specified cases.

D. The police department shall complete a written performance evaluation indicating whether the employee has or has not been granted permanent status, give a copy to the employee, and file the original with the Human Resources Division before the probationer's permanent status date.

ARTICLE 6 - ADVANCEMENT THROUGH THE SALARY SCHEDULE

Unit employees are eligible to advance one-step in the salary schedule after 12 months of service in the current step and with satisfactory job performance. For example, employees hired at Step A are eligible for movement to Step B after 12 months of City service and upon receipt of a performance evaluation that identifies that the employee meets all job standards.

ARTICLE 7 - PAYROLL PROCESSES

Unit employees will be paid on a bi-weekly basis.

ARTICLE 8 - COMPENSATION AND SPECIAL ASSIGNMENT PAY

The basic salary schedule will be set forth in Appendix "A" attached to this MOU.

A. Compensation

1. Effective INSERT DATE BEGIN OF PP WHEN RATIFIED, the salary range will be increased by five percent (5%). Individuals will receive an adjustment of five percent related to the change in the salary schedule.

2. Effective the beginning of the pay period including July 1, 2020, the salary range will be increased by five percent (5%). Individuals will receive an adjustment of five percent related to the change in the salary schedule.

B. Education and POST Certification Differentials

1. Police Officers in possession of a Basic POST Certificate receive Basic POST incentive pay of 2.5% applied to the base hourly rate of pay.

2. Police Officers with either an Intermediate POST certificate or an Associate of Arts/Science degree (AA/AS) will receive a 4.5% differential applied to the base hourly rate of pay.

3. Police Officers with either an Advanced POST certificate or a Bachelor of Arts/Science degree (BA/BS) will receive a 7% differential applied to the base hourly rate of pay.

4. Police Officers may receive Basic POST Pay and one other education differential (POST or Degree). These pays calculate off the base hourly rate of pay and do not compound.

5. To the extent permitted by law, the City shall report education or POST pay as compensation earnable pursuant to CCR § 571 (a)(2) and § 571.1 (b)(2)

C. Longevity Pay Program

Unit employees who have completed five years of service with the City of Placentia will receive longevity pay of 4% applied to the base rate of pay.

Unit employees who have completed fifteen years of service with the City of Placentia will receive an additional longevity pay of 5% (for a total of 9%) applied to the base rate of pay.

To the extent permitted by law, the City shall report longevity pay as special compensation to CalPERS pursuant to CCR §571(a)(1) and 571.1 (b)(1) Incentive pay – Longevity.

D. Special Assignment Pay

1. Police Officers assigned to Investigations shall receive 5% applied to the base rate of pay.

   To the extent permitted by law, the City shall report this as special compensation to CalPERS pursuant to CCR §571 and §571.1 Special Assignment Pay – Police Investigation.

2. Police Officers assigned to Canine duties shall receive 5% applied to the base rate of pay.

   To the extent permitted by law, the City shall report this as special compensation to CalPERS pursuant to CCR §571 and §571.1 (b)(1) Special Assignment Pay – Canine Officer.

3. Police Officers assigned to Personnel and Training shall receive 5% applied to the base rate of pay.

   To the extent permitted by law, the City shall report this as special compensation to CalPERS pursuant to CCR §571 and §571.1 Special Assignment Pay – Police Administrative Officer.

4. Police Officers who are designated to act as a Field Training Officer shall receive 5% applied to the base rate of pay whether they have a current trainee or not. This pay is not reportable to CalPERS as special compensation.

   City agrees to provide an additional 4% applied to the base rate of pay for those unit members assigned to FTO specialty and actively training.

   To the extent permitted by law, the City shall report this as special compensation to CalPERS pursuant to CCR §571 and §571.1 Special Assignment Pay – Training Premium.

5. Police Officers assigned motorcycle duty or assigned to the Traffic Division shall receive 5% applied to the base rate of pay.

   To the extent permitted by law, the City shall report this as special compensation to CalPERS pursuant to CCR §571 and §571.1 Special Assignment Pay – Motorcycle Patrol or Traffic Detail.

6. Police Officers assigned to School Resources Officer duty shall receive 5% applied to the base rate of pay.

To the extent permitted by law, the City shall report this as special compensation to CalPERS pursuant to CCR §571 and §571.1 Special Assignment Pay – Police Liaison.

7. Police Officers assigned as a Homeless Liaison Officer (maximum of two assignments) shall receive $225 per month while working in this assignment.

   This additional compensation is not reportable to CalPERS as special compensation.

8. Police Officers regularly assigned to a shift where more than half of the regularly assigned hours falls between 6:00 p.m. and 6:00 a.m. will receive a shift differential of 2.5% applied to the base rate of pay for the regularly scheduled hours assigned to the night shift.

   To the extent permitted by law, the City shall report this as special compensation to CalPERS pursuant to CCR §571 and §571.1 Special Assignment Pay – Shift Differential.

E. Bilingual Pay

1. Unit employees who have the ability to communicate in a language in addition to English, and who occupy positions in which said ability is regularly used, may be designated by the City to receive Bilingual Pay differential of $165 per month to speak another language.

2. Unit employees who have the bilingual fluency above basic conversation, and including the ability to read and translate may receive $250 per month.

3. The designation of employees to receive Bilingual Pay shall be at the sole discretion of the City Administrator of the City of Placentia. The Police Department must pre-approve need for bi-lingual specialty. Prior to receiving Bilingual Pay, designated employees must pass an objective testing process selected by the City demonstrating bilingual ability.

4. To the extent permitted by law, the City shall report this as special compensation to CalPERS pursuant to CCR §571 and §571.1 Special Assignment Pay – Bilingual Premium.

F. Marksmanship Incentive Pay

Incentive Pay for Distinguished Expert at $150.00 and Expert at $100.00 shall be available to all full-time unit employees, one time per year at the Annual Badge Qualification Shoot, under existing range standards or as approved by the Chief of Police. Qualification shall be earned during the first string of fire only on the designated day of the shoot. City agrees to allow a warm up of ten (10) rounds at a stationary target. Ammunition for practice shall be available as per budget and policy established by the Chief of Police.

To the extent permitted by law, the City shall report this as special compensation to CalPERS pursuant to CCR §571 (a)(1) and §571.1 (b)(3) Marksmanship Pay.

G. New Employee Finder's Fee/Incentive Pay

City agrees to provide unit members with Finder's Fee of $1,000 for the recruitment of a Police Officer that successfully completes the FTO program. City agrees to pay $1,000 to Police Officers who successfully complete FTO program. This pay is not reportable to CalPERS as special compensation.

H. Lateral Police Officers

The Chief of Police has been provided the discretion to hire lateral transfers at an initial pay step consistent with the employee's experience and background and to provide POST certification or education pay upon hire to eligible employees. Additionally, the City may permit leave accrual rates that grant consideration for prior sworn service and set accruals at a higher tier than entry level.

ARTICLE 9 - OVERTIME AND WORK SCHEDULES

A. Overtime Definitions

1. MOU/Contract overtime is defined as hours actually worked over forty hours **paid** in a seven-day workweek. All paid leave counts as hours worked toward eligibility for MOU/Contract overtime.

2. Fair Labor Standards Act (FLSA) overtime is defined as hours actually worked in excess of eighty-six (86) in a fourteen (14) day FLSA 207(k) work period. Hours worked is defined as hours actually worked by the employee. Paid leave does not count as hours worked for determining FLSA overtime eligibility.

B. Calculation of Overtime Payment

1. MOU/Contract Overtime will be calculated as 1.5 the base hourly rate of pay. The following pay differentials will also be calculated on overtime hours worked:
   - POST/Education Pay
   - Longevity Pay
   - Special Assignment Pay

2. FLSA overtime will be calculated pursuant to the requirements of the Fair Labor Standards Act.

C. Compensatory Time Off (CTO)

1. Police Officers may accrue non-FLSA CTO in lieu of payment for MOU/Contract overtime hours worked. There is no maximum cap on the non-FLSA CTO accrual. The non-FLSA CTO bank is also used for the receipt of holiday in lieu accruals.

2. Police Officers may accrue FLSA Compensatory Time Off in lieu of payment for working FLSA overtime. FLSA CTO accruals are capped at a maximum of three hundred (300) hours.

3. Any Police Officer with accrued FLSA CTO above 300 hours will be paid for all hours above 300 with the pay period that follows City Council approval of the MOU.

4. Police Officers who are promoted to another classification will be paid for accrued FLSA compensatory time off at their regular rate of pay prior to promotion.

D. Overtime for Extra Events at Placentia-Linda Unified School District (PYLUSD)

Members assigned to work overtime for special detail/extra events at schools will receive a 4-hour minimum when scheduled for special detail/extra events.

E. Work Schedules

1. Police Officers working in Patrol work the 3/12.5 hour work schedule. Each week, employees work three 12.5 hour work days and during a four week period, employees work an additional ten hour work day. This will result in seventy-five regularly scheduled hours in one fourteen day work period and eighty-five regularly scheduled hours in the other fourteen-day work period. Unit members are regularly scheduled for 160 hours in a four-week period. The basic work hours for patrol shifts shall be:
    - Day shift: 0600-1830 hours
    - Night shift: 1800-0630 hours

2. Police Officers working in assignments other than patrol, work the 4/10 work schedule and work four ten hour consecutive work days each week. These schedules and hours are assigned by the supervisor.

3. Work schedules and hours of work are set under the direction of the Police Chief and shifts are selected by seniority.

F. Shift Trades

Subject to approval by the Chief of Police and subject to departmental manpower requirements, unit employees will be permitted to voluntarily trade work or leave days providing that employees scheduled to work must inform his/her supervisor generally 72 hours in advance of any voluntary trade of work days or leave days.

The employee taking the shift off will have the actual hours taken off removed from their specified leave bank; providing further, that no employee shall trade days with any other employee for the purpose of achieving any premium payments due under this MOU.

The City agrees that it is responsible for keeping accurate accounting of all hours worked to ensure that employees are compensated and scheduled for make up days as necessary to carry out the objectives of these schedules.

G. Specialty Positions Assignment, Rotation, and Removal

Specialty Positions are understood to include:

- Detective (Including Those Assigned To Task Forces)
- Special Enforcement Detail (Narcotics and Gangs)
- Traffic Officers (including Motors, Commercial Enforcement, Accident Investigation and DUI enforcement)
- Canine Officer
- School Resource Officer
- Personnel and Training

Any such assignment is not vested and may be revoked at any time and the Rules of Evidence shall govern any appeal required by Section 3304(b) of the California Government Code and Procedure for Employee Removed from Special Assignments as identified below.

Specialty Position assignments are intended to be for a minimum period of three years, unless circumstances dictate an earlier rotation. Such circumstances may include, but are not limited to, promotion, application and selection for another Specialty Position, request by the officer to return to former position, staffing requirements, reorganization or performance issues, or a decision by the Police Chief.

The typical duration for a Specialty Assignment is three (3) years. Any person, holding a Specialty Position may receive two (2) two-year (2) extensions at the conclusion of the three-year assignment. Those extensions will be based upon documented job performance and the approval of the Chief of Police and are not guaranteed. For purposes of this policy, documented job performance will include that performance articulated in the employee's annual performance evaluation, Personnel Incident Reports (PIRs) and counseling memorandums. The decision of the Chief of Police to deny an extension shall not be considered discipline and is not appealable.

At the conclusion of the above-described seven-year maximum assignment period the position will be opened to interested, eligible personnel. Any person holding a Specialty Position may

reapply for that position or another Specialty Position. Assignments extending beyond seven years will be made, year-by-year.

Any person in a Specialty Position who applies and is selected for another Specialty Position would then serve in that assignment for the minimum three-year period and would be eligible to qualify for two (2) two-year extensions as described above.

Personnel assigned to patrol will not be subject to mandatory rotation out of patrol as patrol is not deemed a special assignment.

H. Rules of Evidence and Procedure for Employees Removed from Special Assignments

Any Police Officer removed from a Specialty Pay position for non-disciplinary reasons may file a written appeal with the City Administrator within 10 days of receiving notice of removal, in accordance with the following:

a. Hearings shall be conducted by the City Administrator or his/ her designee.

b. The question to be decided is whether the City abused its discretion in removing the Police Officer from the Specialty Pay position.

c. Formal rules of evidence and procedure that may be applicable in a court of law shall not apply to these hearings. Evidence, both oral and documentary, shall be admissible if it is the type of evidence that responsible persons are accustomed to rely on in the conduct of serious affairs, regardless of the existence of any judicial rule which might have made improper the admission of such evidence over objection in civil actions. Hearsay evidence may be admitted for the purpose of supplementing or explaining any direct evidence but shall not be sufficient by itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be applicable to the same extent that they are recognized in civil actions.

d. Each party shall have the right to call and examine witnesses, to introduce exhibits and to cross examine opposing witnesses. If the employee does not testify his or her own behalf, the employee may be called and examined as if under cross-examination.

e. Testimony shall be recorded by means of either a tape recording or certified court reporter.

f. Witness shall be sworn unless both parties stipulate otherwise.

g. Written declarations made under penalty of perjury shall be admissible, provided, however, that declarants shall be made available for testimony at the request of the party against whom the declaration is offered.

h. The Police Officer appealing the removal from the Specialty Pay position has the burden of proof. The standard of proof is a preponderance of the evidence. The City shall present its case first. During the presentation of the City's case, the officer shall have the right to cross-examine any witness called to testify by the City. During the presentation of the officer's case, the City shall have the right to cross-examine any witness called by the employee to testify.

i. Both parties shall have the right to counsel. Employee may be represented by the applicable employee organization representative.

j. Both parties shall have the right to present an opening argument prior to the presentation of any evidence and a closing argument after the presentation of all evidence.

k. The City Administrator, or his/her designee, shall decide all questions of procedure and evidence.

l. The City Administrator, or his/her designee, shall issue a written decision within 30 days of 1) the conclusion of the hearing, or 2) the receipt of post-hearing briefs if such briefs are requested by the City Administrator or his/her designee.

m. The decision of the City Administrator shall be final and binding. If the City Manager chooses to designate a hearing officer, that hearing officer will make a recommendation based on written findings to the City Administrator, whose decision shall be final and binding.

n. Any objection to the City Administrator, or his/her designee, on the grounds of bias, must be made in writing, stating the reasons therefore, by delivering of the writing to the City Administrator no later than five (5) days prior to the date of the hearing.

I. Court Time

If a unit employee is subpoenaed to court on City business during his/her off-duty hours, such court time shall be compensated at time and one-half pay or time and one half comp time spent in court. A unit employee shall receive credit for a minimum of three (3) hours of court time if the entire period of such court time occurs during the unit employee's off-duty hours, before or after the unit employee's assigned shift. The overtime rate starts at the time the unit employee receives the order to respond to court immediately without delay.

In lieu of appearing as shown on the subpoena, a unit employee subpoenaed during his/her off-duty hours may be placed on stand-by status. If a court appearance does not result from stand-

by status, the unit employee shall be compensated at the rate of $100 for each morning period and an additional $100 for each afternoon period of such stand-by.

If a unit employee's court appearance is required within 2½ hours following the end of his/her assigned work shift (night shift), he/she shall be compensated at 1½ times his/her hourly rate for "bridge time" and actual work hours resulting from said court appearance.

If an employee eligible for Court time compensation is required to make a work-related court appearance during off-duty hours such that said appearance may result in fatigue during his/her next scheduled work shift, said court time may, upon employee request and with advance supervisory approval, be handled in any one of the following alternative ways:

a. the employee may report late to his/her next scheduled work shift, by an amount of time equivalent to that spent in the court appearance;
b. the employee may leave his next scheduled work shift early, by an amount of time equivalent to that spent in the court appearance;
c. the employee may be compensated for said court time in accordance with the applicable provisions for court time as stated in the MOU.

J. Mandatory Training Meetings and Call Outs

Mandatory training, meetings, and call outs shall be compensated at time and one half compensatory time off or in cash at the employee's option. Unit employees required by the City to attend training, meetings or if called out for duty when off duty, shall receive credit for a minimum of three (3) hours overtime inclusive of travel time. Unit employees shall not be eligible for the three (3) hour minimum for training, meetings or call outs which occur as an extension of (before or after) a shift.

K. Investigator Standby

One investigator/detective shall be available on standby status each weekend (including extended 3 and 4 day holiday weekends) throughout the year. Standby status shall begin at 12:01 a.m. following the last regular City workday prior to the weekend and end at 11:59 p.m. on the first regular City workday following the weekend. The Standby Investigator/Detective shall be provided a pager or cell phone while on standby. Standby compensation shall be $150 per day; and if called out while on Standby, the employee shall receive, in addition to Standby Pay, overtime compensation for time actually worked.

L. Range Training

All unit employees shall receive overtime for attendance at "Range (weapons) Training", for a three (3) hour minimum per training. This only applies when the Range training does not occur during the member's regular shift.

Unit employees assigned to provide staff range training will receive 2.5% applied to the base rate of pay for the 2080 regularly scheduled hours assigned per year. No more than five unit

members may be assigned to as range staff/trainers. This compensation is not reported as special compensation to CalPERS.

M. Off-Duty Canine Pay

City shall provide for canine pay of fifteen hours per pay period at time and a half the hourly State of California minimum wage rate. Said hourly rate of pay shall be adjusted whenever the State minimum wage rate is adjusted.

It is recognized that the Canine Officer is sometimes required to perform extraordinary off-duty canine care, such as veterinary emergency or other rare occurrence which may cause a substantial increase in the normal off-duty hours worked. The Canine Officer shall submit a written request to the Police Chief or the Chief's assigned designee for additional compensation for extraordinary off-duty canine care. Such additional compensation, approved by the Police Chief or the Chief's assigned designee shall be compensated at time and one-half the same hourly rate as normal off-duty canine activities.

N. Off-Duty Motorcycle Pay

City shall provide for motorcycle pay of three (3) hours each pay period at time and a half the hourly rate of the State of California minimum wage. Said hourly pay shall be adjusted whenever the State minimum wage is adjusted.

The parties acknowledge that the FLSA, which governs the entitlement to compensation for canine duties, entitles the parties to agree to a reasonable number of hours per month for the performance of off duty canine duties. The hours derived at in this agreement were determined after an actual inquiry of the Officers assigned in the canine special assignment as addressed by Leever v. City of Carson City, 360 F.3d 1014 (9th Cir. 2004). It is the intent of the parties through the provisions of this section to fully comply with the requirements of the FLSA. In addition, both parties believe that this section of the MOU does comply with the requirements of the FLSA. The City and Officers understand and agree that this additional compensation is intended to compensate canine/motor officers for all off duty hours spent caring, grooming, feeding and otherwise maintaining their assigned canine or maintaining their assigned motorcycle, in compliance with the FLSA and interpretive cases and rulings. Unless otherwise authorized by a supervisor, employees in these assignments must limit their off-duty hours to a maximum of fifteen (15) hours per pay period (for canine) and three (3) hours per pay period because they are only being paid for those specific hours per pay period.

ARTICLE 10 – MEAL PERIODS

Unit members receive a paid thirty (30) minute meal break because they are required to be working or available to respond immediately to calls for service during their meal break.

ARTICLE 11 - RETIREMENT

All employees covered under this MOU shall be members of the California Public Employees' Retirement System (CalPERS) and are subject to all applicable provisions of the City's contract with CalPERS, as amended.

1. PERS 3% @ 50 FORMULA – For Classic Members, the employees will contribute the full (9) percent member contribution via payroll deduction.

2. PERS 2.7% @ 57 FORMULA – For PEPRA Members, the employees will contribute one-half the total normal cost as identified by CalPERS via payroll deduction.

ARTICLE 12 - MEDICAL INSURANCE COVERAGE

A. The City will provide access to medical insurance through the California Public Employees' Retirement System (CalPERS). If a unit employee elects to participate in a CalPERS medical plan, the maximum monthly City contribution, including any PERS required minimum, will be made as follows:

1. For Active Employees:
   The City shall pay up to 100% of the plan selected, up to a maximum of:
   $735 per month for employee only
   $1,542 per month for employee+1
   $1,972 per month for employee+2

2. For Retirees, if hired prior to November 21, 1995:
   The City shall pay up to 100% of the plan selected, up to a maximum of:
   $735 per month for employee only
   $1,542 per month for employee+1
   $1,972 per month for employee+2

   Once the retiree attains eligibility for Medicare coverage, the City's contribution shall be up to a maximum of:
   $599 per month for employee only
   $1,406 per month for employee+1
   $1,836 per month for employee+2

3. For Retirees, if hired on or after November 21, 1995:
   The City shall pay the CalPERS minimum mandated contribution.

B. Unit employees may select any available CalPERS benefit plan. Should a unit employee select a plan with premiums in excess of the City contribution level, the employee will be responsible for payment of the remaining premium through payroll deductions. Should an

individual select a plan with a premium less than the City contribution, the City's contribution is limited to the plan premium.

C. Active employees who were hired into the POA unit prior to January 1, 2020 and who opt out of medical coverage will receive a medical opt-out payment. This payment is intended to comply with the Affordable Care Act's Eligible Opt Out arrangement. The opt out amount for these employees are as follows:

Active Employees	Monthly Opt-Out Rates
Family to 2 –Party	$357.50
2 –Party to Employee	$536.25
Family to Employee only	$607.75
Employee	$607.75
Employee + Dependent	$822.25
Employee + Family	$1,001.00

D. Employees hired into POA after January 1, 2020 who opt out, will receive an opt out amount of $400 per month.

E. Employees who opt out of the CalPERS medical plan and receive cash must provide the following: (1) proof that the employee and all individuals for whom the employee intends to claim a personal exemption deduction ("tax family"), have or will have minimum essential coverage through another source (other than coverage in the individual market, whether or not obtained through Covered California) for the plan year to which the opt out arrangement applies ("opt out period"); and (2) the employee must sign an attestation that the employee and his/her tax family have or will have such minimum essential coverage for the opt out period. An employee must provide the attestation every plan year at open enrollment or within 30 days after the start of the plan year. The opt-out payment cannot be made and the City will not in fact make payment if the employer knows that the employee or tax family member doesn't have such alternative coverage, or if the conditions in this paragraph are not otherwise satisfied.

F. Medical Re-Opener - Affordable Care Act (ACA)

The parties recognize that certain changes to State and Federal laws programs, taxes and regulations including the Affordable Care Act, may impact future medical plan offerings. In the event that reform measures or changes in the healthcare marketplace alter healthcare coverage options, costs or other elements of healthcare and materially alter the provisions on this MOU, either party may request to reopen regarding medical insurance for the purpose of discussing alternative approaches and proposals to providing healthcare coverage.

ARTICLE 13 - OTHER INSURANCE PROGRAMS

A. Dental Plan

The City agrees to make available to all Unit Employees dental insurance, and to pay the full premium for employee and dependent coverage for said insurance, plus any premium increases which occur during the term of the Memorandum of Understanding. The City reserves the right to select the insurance carrier, or to administer any fringe benefit programs that now exist or may exist in the future during the term of this Memorandum of Understanding. The City agrees to meet and confer with PPOA representatives before any reduction of dental insurance coverage.

Effective January 1, 2017 the City agrees to provide dental enhancement to the Principle PPO Plan/Principal Point-Of-Service (POS) Dental Plan to include orthodontic coverage, this benefit is a $1,500 lifetime maximum per family member enrolled in the dental plan.

B. Vision Care Plan

The City agrees to provide all Unit Employees a vision care plan. Further, The City agrees that it shall pay the full premium for employee and the dependent coverage during the term of this Memorandum of Understanding. The City reserves the right to select the plan carrier, or to administer any fringe benefit programs that now exist or may exist in the future during the term of this Memorandum of Understanding. The City agrees to meet and confer with PPOA representatives before any reduction of vision plan coverage.

C. Short and Long Term Disability

The City agrees to provide to all full-time unit employees a short-term disability insurance plan at its sole expense. The basic coverage of this insurance shall be to guarantee a disabled employee an income of 66-2/3% of his/her basic salary up to a maximum of $1,230/week following a fifteen (15) day waiting period or the exhaustion of all accrued sick leave. Definition of "disability" and duration of eligibility for benefits shall be as set forth in the City's policy with its insurance carrier.

The City agrees to provide to all full-time unit employees a long-term disability insurance plan at its sole expense. The basic coverage of this insurance shall be to guarantee a disabled employee an income of 66-2/3% of his/her basic salary up to a maximum of $5,334/month following a ninety (90) day waiting period. Definition of "disability" and duration of eligibility for benefits shall be as set forth in the City's policy with its insurance carrier.

D. Life Insurance

The City agrees to provide to all unit employees life insurance at its sole expense, in the amount of $50,000 for the employee and in the amount of $1,000 for spouse, registered domestic partner and children over the age of six (6) months.

ARTICLE 14 - PERSONAL TIME OFF

The purpose of personal time off (PTO) is to enable eligible unit employees to take time off from work.

A. PTO Accrual Rate

Each eligible full time unit employee shall accrue personal time off on the following basis:

Years of Service	Accumulation Rate	Maximum Accumulation
0-3 years	3.08 hrs/pay period – or 80 hours annually	260 Hours
3-10 years	4.62 hrs/pay period – or 120 hours annually	340 Hours
10+ years	6.46 hrs/pay period – or 168 hours annually	436 Hours

A completed biweekly pay period is defined as a biweekly pay period in which the employee has been in pay status for more than half of the working hours in that pay period.

B. Use of Personal Time Off

1. Unit employees will request personal time off through their immediate supervisor.
2. Approval of a personal time off request is the responsibility of the Chief of Police or his/her designee. He/she will primarily consider the needs of the City and, insofar as possible, the wishes of the employee.
3. Use of PTO may not exceed accumulated PTO leave bank.
4. Unit employees with Extraordinary Vacation Leave Banks may use either their PTO bank or their Extraordinary Vacation Bank when taking leave.

C. PTO Payment Upon Separation of Employment

An employee who separates from the service of the City shall receive payment for unused and accumulated PTO as of the date of separation, provided that accumulation of PTO shall be conditional upon completion of one (1) year of continuous service and an employee who, for any reason, does not complete one (1) year of continuous service, shall receive no credit/payment for personal time off.

D. Employees Not Granted PTO Use

PTO accumulation may not exceed twice the annual rate of accrual plus 100 hours. Any accumulation over this amount shall require the approval of the City Administrator.
An exception will be granted in the special circumstance involving a unit employee who is within six pay periods of exceeding his/her accumulation maximum. Such a unit employee will meet

with their supervisor at least 60 days before the projected date on which they would meet their accumulation maximum. The purpose of the meeting will be to request use of PTO and to develop a plan to manage their PTO with the accumulation maximum. If the unit employee is denied a request to use PTO and the denial would result in exceeding the accumulation maximum, the City will cash out up to 20 hours of PTO from the employee's PTO bank.

E. Annual Leave Buy Back

Annually, by December 15th, employees may submit an irrevocable election form to receive payment of accrued leave in the following year under the following conditions:

1. An employee may elect to cash out up to one-hundred and fifty (150) hours of accrued PTO, Extraordinary Vacation Leave, or Comp Time to be paid with the first paycheck in December as long as after the cash out, a minimum of forty (40) hours remain in the PTO bank.
2. Employees with Extraordinary Vacation Leave must cash out that leave bank prior to requesting to cash out PTO or Comp Time.

For example, irrevocable election forms submitted in December 2019 will be for the December 2020 cash out. The hours of leave, which are converted to pay, shall be deducted from the employee's applicable accrual bank as identified on the irrevocable election form. The remaining unused leave shall remain in the applicable leave bank.

ARTICLE 15 - SICK LEAVE AND ALTERNATIVE HEALTH AND WELLNESS

Unit employees participate in the Alternative Health and Wellness (AHW) program which provides leave to be used for sick leave purposes as well as an incentive when employees use low amounts of leave. For long-term unit members, frozen sick leave banks may exist. Frozen sick leave banks may also be used for sick leave purposes or employees have the option of cashing out a portion of that leave as described below.

AHW hours and frozen sick leave hours may be used for an employees' illness or injury, medical appointments, for victims of domestic violence or stalking, or for other reasons the law allows sick leave to be used. Additionally, AHW leave may be used for family sick leave purposes as defined under the law (Labor Code 233).

Evidence may be required in the form of a physician's certification, or other documentation, for any absence of a duration of three (3) or more consecutive working days during which AHW or frozen sick leave is requested unless waived by the City Administrator. If the absence during which leave is requested is less than 3 consecutive work days no physician's certificate (note) will be necessary prior to returning to work, unless the City has reasonable cause to believe there is abuse of the leave.

A. Alternative Health and Wellness Leave/Program

1. AHW leave accrual cannot exceed one-hundred and ninety-two (192) hours.
2. Unit members receive up to ninety-six (96) hours of AHW leave with the first pay period in July, as long as the AHW bank does not exceed 192 hours.
3. The AHW hours have no cash value during employment or upon separation from City service.
4. New employees will receive a pro-rated amount of AHW hours based on their date of hire. For example, an employee who begins employment in October, will receive sixty-four (64) hours of AHW with the first pay period in November for the remaining eight months in the fiscal year. New employees may use AHW leave after completing three months of City service.

B. AHW Incentives

1. Unit members in active service as of July 1st, will receive $250 with the first pay check in July.
2. In addition to the $250, unit members who use thirteen (13) hours or less of AHW leave between July 1 – June 30, will be given $1,000 with the first paycheck in the fiscal year and may convert twenty-four (24) hours of AHW leave to their PTO bank (subject to PTO bank maximums). The employees must submit an election form requesting the conversion by June 1st of each year, and those who meet the criteria will have the 24 hours converted to PTO prior to the annual allocation of AHW leave.
3. In addition to the $250, unit members who use more than thirteen (13) hours but twenty-six (26) hours or less of AHW leave between July 1 – June 30, will be given $500 with the first paycheck in the fiscal year and may convert twelve (12) hours of AHW leave to their PTO bank (subject to PTO bank maximums). The employees must submit an election form requesting the conversion by June 1st of each year, and those who meet the criteria will have the 12 hours converted to PTO prior to the annual allocation of AHW leave.

C. Frozen Sick Leave

For unit members with frozen sick leave, each year those employees may elect to cash out up to ninety-six (96) hours of frozen sick leave, until the frozen sick leave is depleted. The cash out is paid at the employees' base hourly rate of pay. Unit members electing to cash out frozen sick leave, must submit a frozen sick leave cash out form no later than November 15th of each year to receive the cash out with the first paycheck in December.

Frozen sick leave has no cash value at the time of separation from employment.

D. AHW and Sick Leave Upon Reemployment

An employee who separates from City service and is reemployed by the City shall be treated as a new employee and shall not be entitled to any prior AHW leave unless required by law.

ARTICLE 16 - BEREAVEMENT LEAVE

Unit members are eligible for bereavement leave because of death within the immediate family. Immediate family shall be defined as parent, child, spouse, registered domestic partner, sibling, grandparent, grandchildren, and spouse's parents and grandparents. PPOA members may take bereavement leave for one full workweek (up to 40 hours) for each death that occurs in the member's immediate family.

ARTICLE 17 - OTHER LEAVE PROVISIONS

A. Non-Industrial Injury

When an employee sustains a non-industrial injury/illness, and the City has received work restrictions from the treating physician, the City will engage in the interactive process to evaluate the ability to provide reasonable accommodation to permit the employee to work in a light/modified duty capacity.

B. Industrial Accident Leave

Police personnel covered by Section 4850 of the California Labor Code, shall receive industrial accident leave according to the provisions of Section 4850, California Labor Code. (Pay is non-taxable to the extent of wage loss.)

Any employee so entitled shall continue to accrue PTO, holidays, and AHW, and to earn eligibility for consideration for merit salary increases during an absence resulting from an on-the-job injury.

The City will engage in the interactive process to evaluate the ability to provide reasonable accommodation to permit the employee to work in a light/modified duty capacity when a treating physician indicates that an employee may return to work with work restrictions.

C. Military Leave

Military Leave with pay shall be granted pursuant to Division 2, Part 1, Chapter 7, Sections 395, et seq. of the Military and Veterans' Code of the State of California and City Resolution R-2001-64.

D. Other Leaves

The City Administrator may grant a leave of absence without pay to a unit member at his/her sole discretion.

ARTICLE 18 - HOLIDAYS

A. Designated Holidays

All Unit Employees, except as hereinafter noted, shall be entitled to the following holidays, consisting of ten (10) hours each:

1. New Year's Day	January 1
2. Martin Luther King Day	(Third Monday in January)
3. Washington's Birthday	(Third Monday in February)
4. Memorial Day	(Last Monday in May)
5. Independence Day	July 4
6. Labor Day	(First Monday in September)
7. Veterans' Day	November 11
8. Thanksgiving Day	(Fourth Thursday in November)
9. Friday after Thanksgiving	(Day after Thanksgiving)
10. Christmas Eve	December 24
11. Christmas Day	December 25

B. Floating Holiday

One "floating holiday" in each 12-month period; effective at the beginning the fiscal year may be taken on such date as requested by the employee subject to supervisor's approval. Unused floating holiday hours as of June 1st will be paid annually as cash at the base hourly rate of pay with the second paycheck in June.

C. Dates of Observance of a Holiday

When a holiday falls on a Sunday, the following Monday shall be deemed to be a holiday in lieu of the day observed. When a holiday falls on Saturday, the preceding Friday shall be deemed to be a holiday in lieu of the day observed. As Christmas Eve and Christmas are successive holidays, if either of them falls on a Saturday or Sunday, the City will celebrate the double holiday on the Friday preceding and the Monday following such a weekend.

D. Holidays for Shift Employees

Unit Employees subject to shift work in the Police Department shall not be entitled to leave on designated holidays, but will receive 4.62 hours per pay period in lieu of holiday pay or leave on the designated holiday.

E. Holiday Closure

1. City to provide forty-eight (48) hours of leave for use during the holiday closure. Employees who are not working between December 20, 2019 and January 3, 2020, must use these hours for days off of work. Employees in critical positions who are unable to utilize time off during Holiday Closure period will receive pay for unused hours on the last paycheck in June 2020. Hours are subject to the normal approval process and will be prorated for new employees. Employees must be employed during Holiday Closure

period between December 20, 2019 and January 3, 2020 to be eligible. Any time not utilized or paid out will be forfeited effective June 30, 2020.

2. City to provide forty-eight (48) hours of Leave for use during the holiday closure. Employees who are not working between December 18, 2020 and January 4, 2021, must use these hours for days off work. Employees in critical positions who are unable to utilize time off during Holiday Closure period will receive pay for unused hours on the last paycheck in June 2021. Hours are subject to the normal approval process and will be prorated for new employees. Employees must be employed during Holiday Closure period between December 18, 2020 and January 4, 2021 to be eligible. Any time not utilized or paid out will be forfeited effective June 30, 2021.

ARTICLE 19 –LEAVES OF ABSENCE

1. During any unpaid leave of absence, unit members will not accrue leave and the City will not contribute toward medical/insurance benefits, unless required to do so under the law.

2. Unit members with accrued leave are required to utilize their leave accruals when they are absent from their regular schedule. Accrued leave shall be used to cover any hours of absence from the employees' regular work schedule. Unpaid leaves of absence for partial or full days, is not authorized when accrued leave is available.

ARTICLE 20- EDUCATION REIMBURSEMENT

The City shall reimburse an employee 75% of the actual cost of books and tuition for a curse given by accredited public and private institutions at the current per unit cost of tuition at a "tax supported" institution (Cal-State Fullerton shall be used as the standard). The City may cap the amount of tuition reimbursement funds. Those funds will be identified annually in the City budget. Requests for reimbursement will be processed on a first come, first serve basis subject to the annual cap. Course work must directly pertain to the employee's present duties and/or pertain to the next step toward promotion in his/her field of endeavor. A written request must be submitted and approved by his/her department head and the City Administrator prior to the date of the first meeting of the course. Reimbursement will only be provided if the employee receives a grade of C or better in said course and provided said employee remains in the employ of the City for one (1) year after successful completion of said course. If he/she leaves prior to said one (1) year, the reimbursement shall be deducted from his/her final check.

ARTICLE 21 - POLICE UNIFORMS

The City will purchase uniforms for all regular, full-time uniformed members of the Police Department. A uniform allowance shall be reported to CalPERS for "classic" members in the amount not to exceed $300 per calendar year per employee.

Uniform allowance is not considered pension reportable compensation for "new members" hired after January 1, 2013, pursuant to the Public Employee Pension Reform Act of 2013. (PEPRA).

ARTICLE 22 - GRIEVANCE AND ARBITRATION PROCEDURES

A. Purpose

The purpose of the grievance procedure is:

1. To promote improved employer-employee relations by establishing grievance procedures on matters for which appeal or hearing is not provided by other regulations.
2. To afford unit employees, individually or through qualified employee organizations a systematic means of obtaining further consideration of problems after every reasonable effort has failed to resolve them through discussions.
3. To provide that a grievance shall be settled as near as possible to the point of origin.
4. To provide that appeals shall be conducted as informally as possible.

B. Matters Subject to Grievance Procedure

Any unit employee shall have the right to grieve alleged violations or misapplications of this Memorandum of Understanding or of existing resolutions, ordinances, rules or regulations with respect to wages, hours, or conditions of employment, or suspension, dismissal from employment or any other disciplinary action; and for which appeal is not provided by other regulations or is not prohibited.

C. Informal Grievance Procedure

A unit employee who has a problem or complaint should first try to get it settled through discussion with his/her immediate supervisor without undue delay. If, after this discussion, he/she does not believe the problem has been satisfactorily resolved, he/she shall have the right to discuss it with his/her supervisor's immediate superior. Every effort should be made to find an acceptable solution by informal means at the lowest possible level of supervision. If the unit employee is not in agreement with the decision reached by discussion, he/she shall then have the right to file a formal grievance. Any formal grievance must be filed within thirty (30) calendar days after the event giving rise to said grievance.

D. Formal Grievance Procedure

1. First Level of Review (Step 1) - The grievance shall be presented in writing to the unit employee's immediate supervisor, who shall render his/her decision and comments in writing and return them to the unit employee within fifteen (15) calendar days after

receiving the grievance in writing. If the unit employee does not agree with his/her supervisor's decision, or if no answer has been received within fifteen (15) calendar days after submitting the grievance in writing to the immediate supervisor, the unit employee may present an appeal in writing to the Police Chief. Failure of the unit employee to take further action within ten (10) calendar days after receipt of the written decision of his/her supervisor, or within twenty-five (25) calendar days following submittal of the written grievance to the supervisor if no decision by the supervisor is rendered, will constitute a withdraw/dropping of the grievance.

2. Department Review (Step 2) - The Police Chief receiving the grievance, or his/her designated representative, shall discuss the grievance with the unit employee, his/her representative, if any, and with other appropriate persons. The Police Chief (or designee) shall render his/her decision and comments in writing, and return them to the unit employee within fifteen (15) calendar days after receiving the grievance. If the unit employee does not agree with the decision reached or if no answer has been received within fifteen (15) calendar days, he/she may present the grievance, in writing, to the City Administrator. Failure of the unit employee to take further action within ten (10) calendar days after receipt of the decision of the Police Chief, or within twenty-five (25)calendar days following submittal of the written grievance to the Police Chief if no decision is rendered, will constitute a withdraw/dropping of the grievance.

3. City Administrator Review (Step 3) - The City Administrator shall discuss the grievance with the unit employee, his/her representative, if any, and with other appropriate persons. The City Administrator may designate a fact-finding committee or an individual not in the normal line of supervision, to advise him/her concerning the grievance. The City Administrator shall render a decision in writing to the unit employee within twenty (20) calendar days after receiving the grievance. If the unit employee does not agree with the decision reached or if no answer has been received within twenty (20) calendar days, he/she may submit the grievance to binding arbitration, as outlined below. Failure of the unit employee to take further action within ten (10) calendar days after receipt of the City Administrator's decision, or within a total of twenty (20) calendar days following submittal of the written grievance to the City Administrator, if no decision is rendered will constitute a withdraw/dropping of the grievance.

E. Conduct of Grievance Procedure

1. The time limits specified above may be extended to a definite date by mutual agreement of the unit employee and the reviewer concerned.
2. The unit employee may request the assistance of another person of his/her own choosing in preparing and presenting his/her appeal at any level of review.

3. The unit employee and his/her representative may be permitted to use a reasonable amount of work time, as determined by the Police Chief, in conferring about and presenting the appeal.
4. Unit employees shall be assured freedom from reprisal for using the grievance procedure.

F. Arbitration

1. General Provisions

After having exhausted the provisions of the Grievance Procedure set forth herein, an eligible unit employee shall have the right to submit to binding arbitration any grievance which has not been resolved to his/her satisfaction, except in instances where such submission is specifically prohibited by the Personnel Ordinance, City Personnel Rules or this Memorandum of Understanding. Such appeal may be filed only after completion of Step 3 of the Grievance Procedure and in accordance with the time limits provided herein. Binding arbitration, as provided in this Article, shall be the sole and exclusive procedure for final resolution of unresolved grievances.

2. Procedures

If the grievant is not satisfied with the decision rendered at Step 3 of the Grievance Procedure, he/she may submit the matter to binding arbitration within the time limits set forth in the Grievance Procedures by filing written notice of such submission with the Director of Administrative Services. The written notice shall set forth the issue being submitted to binding arbitration, the provision(s) allegedly violated, and the remedy requested.

a. The City's representative and the grievant, or his/her designated representative(s), shall select an impartial third party to serve as the arbitrator.
b. If the City's representative and the grievant, or his/her designated representative(s), are unable to agree upon an impartial third party, then the arbitrator shall be selected by mutually striking and ranking names from a list of professional arbitrators supplied by the American Arbitration Associations. Failure of the unit employee to participate in obtaining a list of arbitrators, selecting a single arbitrator, or scheduling an arbitration date, within thirty (30) calendar days of being requested to do so by the City, shall constitute a dropping of the grievance.
c. Each party to the dispute shall have the opportunity to present testimony and relevant evidence and to cross-examine witnesses before the arbitrator. After hearing the case, the arbitrator shall, in writing, submit to the parties his/her decision for resolution of the grievance. The decision of the arbitrator shall be final and binding upon both parties.

3. Conditions

The arbitrator shall have no power to add to, subtract from, nor to modify any of the terms of any memorandum of understanding between the parties. The arbitrator's award shall be consistent with, and controlled by, the Personnel Rules, Ordinances, and Charter of the City of Placentia, as well as the laws and Constitution of the State of California.

4. All expenses of arbitration shall be borne equally by the parties.

5. The provisions of this Section shall in no way apply to the "meet-and-confer" process.

ARTICLE 23 - IRS SECTION 125 FLEXIBLE SPENDING ACCOUNTS PROGRAM

Placentia agrees to continue an IRS Section 125 Flexible Spending Accounts Program.

ARTICLE 24 - SEVERABILITY CLAUSE

If any part of this MOU is rendered or declared invalid by reason of any existing or subsequently-enacted legislation, governmental regulation or order or decree of court, the invalidation of such part of this MOU shall not render invalid the remaining part hereof.

ARTICLE 25 - TERM

The terms of this MOU are to remain in full force and effect through June 30, 2021. Upon adoption of a resolution implementing the terms of this Memorandum of Understanding by the City Council of the City of Placentia, this Memorandum shall be in full force and effect as of November 19, 2019.

In the event of a financial emergency substantially reducing city revenues, the parties agree to reopen negotiations for a thirty (30) day period to negotiate the impact of such reductions. If mutual agreement is not reached by the parties, the terms of the MOU will remain unchanged.

This agreement, upon ratification and adoption supersedes all prior agreements, whether written or oral, unless expressly stated to the contrary herein and constitutes the complete and entire agreement between the parties and concludes the meet and confer process for its term unless otherwise expressly stated.

FOR THE CITY:	FOR PPOA:
Damien Arrula, City Administrator	Michael McGill, Adams Ferrone
Rosanna Ramirez, Director of Administrative Services	Name, PPOA President

Kim Krause, Director of Finance	Name, PPOA Vice-President
Kristi Recchia, Labor Relations Director, Liebert Cassidy Whitmore	Name, PPOA Treasurer/Secretary

APPENDIX "A" - JOB CLASS AND SALARY SCHEDULE

Placentia Police Officers Association (PPOA)

EFFECTIVE INSERT DATE

Table to be inserted by City

EFFECTIVE (PP THAT INCLUDES JULY 1, 2020)

Table to be inserted by City

APPENDIX "B"- 1995 Insurance Changes

A. Tier I - Employees, hired prior to November 21, 1995.

1. The City shall make available single party and dependent medical, dental, optical, long-term disability and life insurance to all classified employees, and to such other employees and officials as may be designated by the City Council. The City shall pay that amount toward the premiums for such insurance as may be determined by the City Council and the employee shall pay the remainder of the premium. Such premiums shall be paid only to the company or companies with whom the City has contracted for such insurance coverage.
2. During periods of approved medical leave without pay, the City shall continue to pay its normal contribution for the above insurances for all officers and employees.
3. Upon service retirement, or ordinary disability retirement, the City shall continue to pay its normal contribution for medical, dental, optical, and life insurances for all eligible employees. These benefits shall be considered to be vested for employees hired prior to November 21, 1995. Retired employees receiving these insurances shall if eligible enroll in, and pay for Medicare, Part B, at their earliest eligible date, as primary carrier. Employees retiring for industrial disability shall not be eligible for this benefit.

B. Tier II - Employees, hired on or after November 21, 1995.

1. The City shall make available single party and dependent medical, dental, optical, long-term disability and life insurance to all classified employees, and to such other employees and officials as may be designated by the City Council. The City shall pay that amount toward the premiums for such insurance as may be determined by the City Council and the employee shall pay the remainder of the premium. Such premiums shall be paid only to the company or companies with whom the City has contracted for such insurance coverage.
2. During periods of approved medical leave without pay, the City shall continue to pay its normal contribution for the above insurances for all officers and employees.
3. Upon service retirement, or ordinary disability retirement, Tier II employees shall have the option of participating in a post-retirement insurance benefit program at their own cost. Employees retiring for industrial disability shall not be eligible for this benefit.
4. PLACENTIA agrees that PPOA representative(s) shall participate in the exploration and possible development of an employee paid pre-funded

post-retirement benefits program for employees hired after November 21, 1995.

APPENDIX "C" - Total Compensation Survey Components

The parties agree the following components will be used to guide future Total Compensation Surveys:

- Top Step Salary - subtract any employee contribution to Retirement Plan as outlined below
- Medical - maximum City contribution for Medical, Dental, Vision, LTD, Life
- Uniform Allowance - Divide annual amount by 12 and add to monthly rate
- Retiree Medical - Enter amount provided to new hires. Amount paid by City into retiree health savings plan, or, if benefit provided upon retirement, the maximum benefit provided for retiree medical, dental and vision.
- POST/Education Pay - Use Maximum amount provided for:
  - AA or Intermediate POST Certificate Amount
  - BA or Advanced POST Certificate Amount
  - MA Amount
  - Combine if allowed
- Special Assignment Pay - Maximum amount provided at each City for any Special Assignment (Combine if Allowed)
- Bilingual Pay - Monthly amount or convert to monthly amount.
- Longevity - Maximum amount provided.
- Employee Retiree Contributions - Any contributions paid by employee toward retirement plan (either employer or employee portion but paid by employee)

Placentia City Council
AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: NOVEMBER 19, 2019

SUBJECT: **AWARD OF CONSTRUCTION CONTRACT TO SPS, INC. FOR VOLUNTARY SEISMIC BUILDING UPGRADES FOR THE PLACENTIA NAVIGATION CENTER**

FISCAL IMPACT:
EXPENSE: $ 60,155 CONSTRUCTION CONTRACT AMOUNT
BUDGET: $5,650,000 PLACENTIA REG. NAV. CENTER FUND (784070-6899)

SUMMARY:

The North Orange County Service Planning Area ("North SPA") received Homeless Emergency Aid Program (HEAP) funding to open homeless Navigation Centers in the Cities of Placentia and Buena Park. The Placentia Navigation Center ("Center") will be located at 731. S. Melrose Street in an existing commercial building, and the City Council previously awarded a design and construction management contract to Totum Corporation to renovate the existing building and deliver a turn-key Center to the North SPA. The Center is anticipated to open in March 2020, and to keep the project on schedule, a construction contract for voluntary seismic building upgrades is presented to the City Council for its consideration. Totum solicited three (3) bids from seismic retrofit contractors and received two (2) responses. The low bid was submitted by SPS, Inc. Staff recommends the City Council award this seismic construction contract in order to advance the project and ensure timely delivery of the Navigation Center to the community.

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Award a Construction Contract to SPS, Inc., for voluntary seismic building upgrades for the Placentia Navigation Center for a not-to-exceed amount of $60,155; and

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

DISCUSSION:

The North SPA received HEAP funding to open homeless Navigation Centers in the Cities of Placentia and Buena Park. The North SPA is comprised of the Cities of Anaheim, Brea, Buena Park, Cypress, Fullerton, La Habra, La Palma, Los Alamitos, Orange, Placentia, Villa Park,

Stanton, and Yorba Linda. The Placentia Center will be located at 731. S. Melrose Street. The Center is one of two (2) new facilities proposed to serve the North SPA. The proposed Center along with the other North SPA site in Buena Park, addresses a comprehensive regional solution in North Orange County to provide supportive services to individuals experiencing homelessness. The 100 beds at the proposed Placentia Center will be designated for North SPA Cities only.

On June 18, 2019, the City Council awarded a contract to Totum Corporation to provide design and construction management services for the planned Center. The contract scope of work includes architecture and engineering design services, space planning, coordination with the City's selected site operator, as well as soliciting bids for construction from experienced building contractors. Placentia's Center is currently in the final engineering and architectural design phase. Based on the current project schedule, the project team anticipates opening the Center to the public in March 2020. In order to keep the project on schedule, Staff recommends advancing as much of the improvement work as possible. As such, Totum solicited bids from three (3) seismic retrofit contractors in order to advance this work and keep the project on schedule. Only two (2) contractors elected to submit a bid. The following bids were received by Totum:

Contractor	Bid Amount
SPS, Inc.	$60,155.00
Saunders Construction, Inc.	$67,992.23
David Woolever	No Bid

Based on the recommendations from Totum as well as the qualifications and experience of the contractor, Staff recommends the City Council award a Construction Contract to SPS, Inc., for the voluntary seismic retrofit work for the Center.

FISCAL IMPACT:

The Fiscal Year (FY) 2018-19 Operating Budget appropriated $5,650,000 to the Placentia Regional Navigation Center Fund. The un-expended budget has been rolled forward to the FY 2019-20 Budget and currently $2,109,100 in HEAP Grant funding is available to fund the construction of the Placentia Navigation Center. Accordingly, sufficient funds exist for the recommended actions.

Prepared by:

Luis Estevez
Director of Public Works

Reviewed and approved:

Kim Krause
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Construction Contract with SPS, Inc.

CITY OF PLACENTIA
PUBLIC WORKS AGREEMENT FOR
Voluntary Seismic Retrofit Work for the Placentia Navigation Center

THIS AGREEMENT (herein "Agreement"), is made and entered into this 19th day of November 2019 by and between the CITY OF PLACENTIA, a municipal corporation and charter city, (herein "City") and SPS, Inc., (herein "Contractor"). The parties hereto agree as follows:

W I T N E S S E T H:

A. WHEREAS, City requires the construction of voluntary seismic retrofit work at the Placentia Navigation Center as set forth more fully in this Agreement.

B. WHEREAS, Contractor represents to City that Contractor is qualified to perform said work and has submitted a proposal to City for the same.

C. WHEREAS, City desires to have Contractor perform said services on the terms and conditions set forth herein.

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 and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, City and Contractor hereby agree as follows:

1.0 DEFINITIONS

1.1 Definitions. As used in this Agreement, the following definitions shall be applicable:

(a) Contractor. Contractor shall mean SPS, Inc., a (California corporation) located at 3000 East Miraloma Avenue, Anaheim, CA 92806

(b) City. City shall mean the City of Placentia, a Municipal Corporation and Charter City, located at 401 E. Chapman, Placentia, California 92870.

(c) City Council. City Council shall mean the City Council of the City of Placentia.

(d) Contract Officer shall mean the person designated by the City Administrator or Director of Public Works of City and shall have the duties set forth in Section 5.2.

(e) Services. Services shall mean the services to be performed by the

Contractor pursuant to this Agreement.

(f) Satisfactory. Satisfactory shall mean satisfactory to the City Administrator or his/her designee.

2.0 SERVICES OF CONTRACTOR

2.1 Scope of Services. In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and services and Contractor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended.

2.2 Documents Included in Contract. This contract consists of this Agreement and any Exhibits, which are incorporated herein by this reference. In the event of an inconsistency, the terms of this Agreement shall govern.

2.3 Compliance with Law. All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered, including but not limited to, the claims procedure set forth in Public Contract Code Section 9204, a summary of which is attached to this agreement as Exhibit "E."

2.4 Licenses, Permits, Fees and Assessments. Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement, including registration with the Department of Industrial Relations of the State of California as required by Labor Code Section 1725.5 before commencing performance under this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder. Contractor shall be responsible for all subcontractors' compliance with this Section 2.4.

2.5 Familiarity with Work. By executing this Contract, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

2.6 Standard of Performance. Contractor, its subcontractors and their employees, in the performance of Contractor's work under this Agreement shall be responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures used in the Contractor's field.

Any costs for failure to meet the foregoing standard or to correct otherwise defective work that requires re-performance of the work, shall be borne in total by the Contractor and not by the City. The failure of a project to achieve the performance goals and objectives stated in this Agreement is not a basis for requesting re-performance unless the work conducted by Contractor and/or its subcontractors is deemed by the City to have failed the foregoing standard of performance.

In the event Contractor fails to perform in accordance with the above standard:

1. Contractor will re-perform, at its own expense, any task which was not performed to the reasonable satisfaction of City. Any work re-performed pursuant to this paragraph shall be completed within the time limitations originally set forth for the specific task involved. Contractor shall work any overtime required to meet the deadline for the task at no additional cost to the City;

2. The City shall provide a new schedule for the re-performance of any task pursuant to this paragraph in the event that re-performance of a task within the original time limitations is not feasible; and

3. The City shall have the option to direct Contractor not to re-perform any task which was not performed to the reasonable satisfaction of the City Project Manager pursuant to application of (1) and (2) above. In the event the City directs Contractor not to re-perform a task, the City shall negotiate a reasonable settlement for satisfactory work performed. No previous payment shall be considered a waiver of the City's right to reimbursement.

Nothing contained in this section is intended to limit any of the rights or remedies which the City may have under law.

2.7 Care of Work. The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

2.8 Further Responsibilities of Parties. Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other. Contractor shall require all subcontractors to comply with the provisions of this agreement.

2.9 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract

Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum as set forth in Section 3.1, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.

2.10 Prevailing Wage Laws. Contractor represents and warrants that it is registered with the Department of Industrial Relations pursuant to SB 854 and Labor Code 1725.5. Contractor shall ensure that its subcontractors comply with said requirements. In accordance with Labor Code Section 1770 et seq., the Director of the Department of Industrial Relations of the State of California has ascertained a general prevailing rate of wages, which is the minimum amount, which shall be paid to all workers employed to perform the work pursuant to this Agreement. A copy of the general prevailing wage rate determination is on file in the Office of the City Clerk and is hereby incorporated by reference into this Agreement. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. Contractor must forfeit to the City Twenty Five Dollars ($25.00) a day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. Contractor is required to post a copy of such wage rates at all times at the contract site. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced. Contractor also shall comply with State law requirements to maintain payroll records and shall provide for certified records and inspection of records as required by California Labor Code Section 1770 et. seq., including Section 1776. Contractor shall comply with all statutory requirements relating to the employment of apprentices.

3.0 COMPENSATION

3.1 Contract Sum. For the services rendered pursuant to this Agreement, the Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of Sixty Thousand One Hundred and Fifty-Five Dollars ($60,155.00) (herein "Contract Sum"), except as provided in Section 2.9. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

3.2 Progress Payments. Prior to the first day of the month, during the progress of the work, commencing on the day and month specified in the Agreement, Contractor shall submit to the Contract Officer a complete itemized statement of all labor and materials incorporated into the work during the preceding month and the portion of the contract sum applicable thereto. Upon approval in writing by the Contract Officer, payment shall be made in thirty (30) days. City shall pay Contractor a sum based upon ninety percent (90%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining ten percent (10%) thereof shall be retained as performance security. Refer to Section 8.4 of this Agreement for retention of funds.

4.0 PERFORMANCE SCHEDULE

4.1 Time of Essence. Time is of the essence in the performance of this Agreement.

4.2 Schedule of Performance. Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "B", and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Scope of Services may be approved in writing by the Contract Officer.

4.3 Force Majeure. The time period(s) specified in the Scope of Services for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes for the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

4.4 Term. Unless earlier terminated in accordance with Section 8.9 of this Agreement, this Agreement shall continue in full force and effect until final approval and acceptance of the project by the Contract Officer. Notwithstanding the foregoing, this Agreement shall terminate no later than November 18, 2020, unless the parties mutually agree in writing to extend the term.

5.0 COORDINATION OF WORK

5.1 Representative of Contractor. The following principals of Contractor are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

James W. Murray, CEO

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City.

5.2 Contract Officer. The Contract Officer shall be such person as may be designated by the City Administrator or City Engineer of City. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions that must be made by

City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

5.3 Prohibition Against Assignment. The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

5.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its subcontractors, agents or employees, performs the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, subcontractors, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its subcontractors, agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint enterprise with Contractor.

5.5 Identity of Persons Performing Work. Contractor represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services set forth herein. Contractor represents that the tasks and services required herein will be performed by Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services.

5.6 Utility Relocation. City is responsible for removal, relocation, or protection of existing main or trunk line utilities to the extent such utilities were not identified in the invitation for bids or specifications. City shall reimburse contractor for any costs incurred in locating, repairing damage not caused by contractor and removing or relocating such unidentified utility facilities, including equipment idled during such work. Contractor shall not be assessed liquidated damages for delay arising from the removal or relocation of such unidentified utility facilities.

5.7 Trenches or Excavations. Pursuant to California Public Contract Code Section 7104, in the event the work included in this Agreement requires excavations more than four (4) feet in depth, the following shall apply.

(a) Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contractor

believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site different from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

(b) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order per Section 2.9 of this Agreement.

(c) That, in the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

6.0 INSURANCE AND INDEMNIFICATION

6.1 Insurance. The Contractor and all subcontractors, if any, shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, as set forth in Exhibit "C" attached hereto and incorporated herein by this reference.

Conditions:
In accordance with Public Contract Code Section 20170, the insurance of surety companies who provide or issue the policy shall have been admitted to do business in the State of California with a credit rating of A- or better.

This insurance shall not be canceled, limited in scope or coverage or non-renewed until after thirty (30) days prior written notice has been given to the Director of Public Works, City of Placentia, 401 E. Chapman Ave., Placentia, California 92870.

Any insurance maintained by the City of Placentia shall apply in excess of and not combined with insurance provided by this policy.

The City of Placentia, its officers, employees, representatives, attorneys, and volunteers shall be named as additional named insureds with respect to: liability arising out of activities performed by or on behalf of the Contractor and all Subcontractors pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Contractor and all Subcontractors; automobiles owned, leased, hired, or borrowed by the Contractor and all Subcontractors.

Prior to commencement of any work under this contract, Contractor shall deliver to the City insurance endorsements confirming the existence of the insurance required by this contract, and including the applicable clauses referenced above.

Such endorsements shall be signed by an authorized representative of the insurance company and shall include the signatory's company affiliation and title. Should it be deemed necessary by the City, it shall be Contractor's responsibility to see that the City receives documentation, acceptable to the City, which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company.

If the Contractor fails to maintain the aforementioned insurance, or secure and maintain the aforementioned endorsement, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement. However, procuring of said insurance by the City is an alternative to other remedies the City may have, and is not the exclusive remedy for failure of Contractor to maintain said insurance or secure said endorsement. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which became due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this agreement.

Each contract between the Contractor and any subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section 6.1.

6.2 Certificates of Insurance. Contractor 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 to this Agreement as Exhibit "D" and are incorporated herein by this reference.

6.3 Indemnification. Contractor shall defend, indemnify, hold free and harmless the City of Placentia, its elected and appointed officials, officers, agents and employees, at Contractor's sole expense, from and against any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising or alleged to arise out of or in connection with the performance of the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising or alleged to arise from the negligent acts or omissions of Contractor hereunder, or arising or alleged to arise from Contractor's performance of or failure to perform any term, provision, covenant or condition of this Agreement.

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith.

(b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', subcontractors' or invitees') negligent performance of or failure to perform such work, operations or activities hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom.

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel selected by City.

(d) Contractor's duty to defend and indemnify as set out in this Section 6.2 shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

Notwithstanding the foregoing, Contractor 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.

The Contractor's indemnification obligations pursuant to this Section 6.3 shall survive the termination of this Agreement. Contractor shall require the same indemnification from all subcontractors.

6.4 Sufficiency of Insurer or Surety. Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements

are waived by the Risk Manager of the City due to unique circumstances. In the event the Senior Management Analyst of City ("Senior Management Analyst") determines that the work or services to be performed under this Agreement creates an increased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies required by this Section 6 may be changed accordingly upon receipt of written notice from the Senior Management Analyst; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Senior Management Analyst to the City Council of City within ten (10) days of receipt of notice from the Senior Management Analyst.

6.5 Substitution of Securities. Pursuant to California Public Contract Code Section 22300, substitution of eligible equivalent securities for any monies withheld to ensure performance under the contract for the work to be performed will be permitted at the request and expense of the successful bidder.

7.0 RECORDS AND REPORTS

7.1 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

7.2 Records. Contractor shall keep, and require subcontractors to keep, such books and records (including but not limited to payroll records as required herein) as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

7.4 Public Records Act Disclosure. Contractor 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 Contractor, 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 Contractor 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.

8.0 GENERAL PROVISIONS

8.1 Governing Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 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.

The Principal set forth in Section 5.1 above shall be the representative for Contractor for purposes of this Agreement, and shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

8.3 Disputes. In the event either party fails to perform its obligations hereunder, the nondefaulting party shall provide the defaulting party written notice of such default. The defaulting party shall have ten (10) days to cure the default; provided that, if the default is not reasonably susceptible to being cured within said ten (10) day period, the defaulting party shall have a reasonable time to cure the default, not to exceed a maximum of thirty (30) days, so long as the defaulting party commences to cure such default within ten (10) days of service of such notice and diligently prosecutes the cure to completion; provided further that if the default is an immediate danger to the health, safety and general welfare, the defaulting party shall take such immediate action as may be necessary. Notwithstanding the foregoing, the nondefaulting party may, in its sole and absolute discretion, grant a longer cure period. Should the defaulting party fail to cure the default within the time period provided in this Section, the nondefaulting party shall have the right, in addition to any other rights the nondefaulting party may have at law or in equity, to terminate this Agreement. Compliance with the provisions of this Section 8.3 shall be a condition precedent to bringing any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured.

8.4 Retention of Funds. Progress payments shall be made in accordance with the provisions of Section 3.2 of this Agreement. In accordance with said section, City shall pay Contractor a sum based upon ninety percent (90%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by

said statement. The remaining ten percent (10%) thereof shall be retained as performance security to be paid to the Contractor within sixty (60) days after final acceptance of the work by the City Administrator or his/her designee, after Contractor shall have furnished City with a release of all undisputed contract amounts if required by City. In the event there are any claims specifically excluded by Contractor from the operation of the release, the City may retain proceeds (per Public Contract Code 7107) of up to 150% of the amount in dispute. City's failure to deduct or withhold shall not affect Contractor's obligations hereunder.

8.5 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.6 Rights and Remedies. Rights and Remedies are cumulative except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

8.7 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.8 Liquidated Damages. Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City Five Hundred Dollars ($500) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Scope of Services (Exhibit A) or Schedule of Performance (Exhibit A). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

8.9 Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, Contractor shall vacate any City owned property which Contractor is permitted to occupy hereunder and City may, after compliance with the provisions of Section 8.3, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of setoff or partial payment of the amounts owed the City as previously stated.

8.10 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and shall be deemed to be given when served personally or deposited in the US Mail, prepaid, first-class mail, return receipt requested, addressed as follows:

To City: City of Placentia
401 E. Chapman Ave
Placentia, California 92870
Attn: Damien R. Arrula, City Administrator

To Contractor:
SPS, Inc.
3000 East Miraloma Avenue
Anaheim, CA 92806

8.11 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.12 Conflict of Interest. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

Contractor and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor'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, Contractor and its officers, employees, associates and subcontractor shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

8.13 Covenant Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. To the extent required by law, contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

8.14 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.15 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its

invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.16 Hiring of Illegal Aliens Prohibited. Contractor shall not hire or employ any person to perform work within the City of Placentia or allow any person to perform work required under this Agreement unless such person is properly documented and legally entitled to be employed within the United States.

8.17 Unfair Business Practices Claims. In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body renders final payment to the contractor without further acknowledgment by the parties. (Sec. 7103.5, California Public Contract Code).

8.18 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

8.19 PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor 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, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor 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, Contractor 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.

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

8.21 Legal Responsibilities. The Contractor shall keep itself informed of City, State, and Federal laws, ordinances and regulations, which may in any manner affect the performance of its services pursuant to this Agreement. The Contractor shall at all times observe

and comply with all such laws, ordinances and regulations. Neither the City, nor its officers, agents, or employees shall be liable at law or in equity as a result of the Contractor's failure to comply with this section.

8.22 Termination for Convenience. The City may terminate this Agreement without cause for convenience of the City upon giving contractor 30 days prior written notice of termination of the Agreement. Upon receipt of the notice of termination the Contractor shall cease all further work pursuant to the Agreement. Upon such termination by the City the Contractor shall not be entitled to any other remedies, claims, actions, profits, or damages except as provided in this paragraph. Upon the receipt of such notice of termination Contractor shall be entitled to the following compensation:

1. The contract value of the work completed to and including the date of receipt of the notice of termination, less the amount of progress payments received by contractor.

2. Actual move-off costs including labor, rental fees, equipment transportation costs, the costs of maintaining on-site construction office for supervising the mover-off.

3. The cost of materials custom made for this Agreement which cannot be used by the Contractor in the normal course of his business, and which have not been paid for by City in progress payments.

4. All costs shall not include any markups as might otherwise be allowed by any plans or specifications which were a part of the Agreement.

The provisions of this paragraph shall supersede any other provision of the Agreement or any provision of any plans, specification, addendums or other documents which are or may become a part of this Agreement. City and Contractor agree that the provisions of this paragraph are a substantive part of the consideration for this Agreement.

8.23 Responsibility for Errors. Contractor shall be responsible for its work and results under this Agreement. Contractor, 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 Contractor occurs, then Contractor shall, at no cost to City, provide all necessary design drawings, estimates and other Contractor 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.

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

8.25 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.

8.26 No Third-Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Contractor 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.

8.27 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.

8.28 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.

8.29 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.

8.30 Funding Source Conditions – Contractor's Obligation. Contractor acknowledges that the City may be paying for the Project by using funds it receives or will receive from various funding sources in the form of grants and/or subsidies, and the like under certain terms and conditions. Contractor acknowledges and agrees that any failure of the Contractor and/or its subcontractors to perform its obligations under the Contract, including, but not limited to, timely submitting accurate reports and records, that in any way results in the City not meeting the terms and conditions placed on the funds by the funding source, or forfeiting its entitlement to or, otherwise, not receiving, the funds, then the Contractor shall be liable to pay the City for the funds not granted to the City on the Project.

8.31 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.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

ATTEST:

CITY OF PLACENTIA,
A municipal corporation and Charter City

_____ Date: _____
Damien R. Arrula, City Adminstrator

CONTRACTOR

_____ Date: _____
Signature

_____
Name and Title

_____
Social Security or Taxpayer ID Number

ATTEST:

_____
Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

_____ Date: _____
Christian L. Bettenhausen, City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____
Rosanna Ramirez, Director of
Administrative Services

APPROVED AS TO CONTENT:

_____ Date: _____
Luis Estevez, Project Manager

DEPARTMENTAL APPROVAL

_____ Date: _____

Luis Estevez, Director of Public Works

EXHIBIT A

SCOPE OF SERVICES
Attached

Specialists in the Repair & Reinforcement of
GLUE-LAMINATED BEAMS
WOOD ROOF TRUSSES
SEISMIC REINFORCEMENT

November 12, 2019

Totum
Attention: Alejandro Pinel

Subject: Seismic Upgrade
731 S. Melrose Place - Placentia

Per your request, we propose to provide all labor, material and equipment to complete the seismic upgrade at the above site per the plans prepared by KPFF Associates.. Our scope of work shall include: All labor, material, and equipment required to complete a seismic upgrade.

The following work is required:

Scope of Work:

- Detail 1/S3.1- 16 locations
- Detail 2/S3.1- 16 locations
- Detail 3/S3.1- 10 locations
- Detail 4/S3.1- 10 locations
- Detail 5/S3.1- 8 locations
- Detail 6/S3.1- 32 locations
- Detail 7/S3.1- 12 locations
- Detail 8/S3.1- No Work required.
- Detail 10/S3.1- 3 locations

All work in warehouse are shall be done during regular daytime hours: Monday-Friday 6:00 am-2:30 pm
All work shall be done while the building is vacant.

Project is bid as a prevailing wage project. All payroll, wages, etc.. shall be included accordingly.

The total cost to complete the above work including: Engineering and plans, all labor, material, and equipment is $56,750.

If Bond is required add 6% of project total = $3405.

Allow approximately 1 week to complete material fabrication and mobilization.
Allow approximately 1 week to complete construction.

Office to be demoed by others prior to construction.

3000 East Miraloma • Anaheim, CA 92806 • 714/632-8333 • Fax 714/632-7131 • #B1-309472
Website: www.spsconstruction.com • E-mail: info@spsconstruction.com

ATTACHMENT 1
EXHIBIT A

Note: We shall coordinate the deputy inspection for the epoxy anchors in order to minimize the cost to the owner. Per city code, the owner is the pay the deputy inspector directly.

General Exclusions:
Plan check and permit fees. Deputy inspections as required for epoxy anchors.
Any electrical, mechanical, and/or plumbing.
Foil insulation replacement if required.
Any ADA plans and/or work if required by city.

Again, SPS Inc. has specialized in the repair and reinforcement of commercial roof structures for over 45 years. We have completed hundreds of similar design/build seismic projects in the past.

Thank you again for the opportunity to be of service. Please review and give me a call to discuss.

Respectfully,

James W. Murray- CEO
SPS Inc.

3000 East Miraloma • Anaheim, CA 92806 • 714/632-8333 • Fax 714/632-7131 • #B1-309472
Website: www.spsconstruction.com • E-mail: info@spsconstruction.com

EXHIBIT B

SCHEDULE OF PERFORMANCE

The scope of work contained herein shall be completed within 15 working days from the Notice to Proceed issued to the contractor by the City. No work shall begin prior to receipt of the Notice to Proceed from the City.

EXHIBIT C

INSURANCE REQUIREMENTS

Contractor shall maintain and shall require all its subcontractors, consultants, and other agents to maintain the insurance listed below. Any requirement for insurance to be maintained after completion of the work shall survive this agreement.

CITY reserves the right to review any and all of the required insurance policies and/or endorsements but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this agreement.

A. Workers Compensation & Employers Liability Insurance

- Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- Employers Liability with limits of $1,000,000 per Accident; $1,000,000 Disease per employee; $1,000,000 Disease per policy.
- The policy shall include a written waiver of the insurer's right to subrogate against CITY.
- Required Evidence of Coverage:
    1. Subrogation waiver endorsement; and
    2. Properly completed Certificate of Insurance.

B. General Liability Insurance

- Commercial General Liability Insurance no less broad than Insurance Services Office (ISO) form CG 00 01.
- Coverage shall be on a standard occurrence form. Claims-Made forms are not acceptable without prior written consent. Modified, limited or restricted Occurrence forms are not acceptable without prior written consent.
- Minimum Limits: $1,000,000 per Occurrence; $2,000,000 General Aggregate; $2,000,000 Products/Completed Operations Aggregate. The General Aggregate

shall apply separately to each project. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Umbrella Liability Insurance. If contractor maintains higher limits than the specified minimum limits, CITY requires and shall be entitled to coverage for the higher limits maintained by contractor.

- Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by CITY. Contractor is responsible for any deductible or self-insured retention and shall fund it upon CITY'S written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving CITY.
- Coverage shall be continued for one (1) year after completion of the work.
- CITY shall be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of the contractor. CITY shall continue to be an additional insured for completed operations for (1) year after completion of the work.
- The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard ("f" definition of insured contract in ISO form CG 00 01, or equivalent).
- The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- The policy shall cover inter-insured suits and include a "Separation of Insureds" or "severability" clause which treats each insured separately.
- The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against all persons or entities that are, or are required to be, additional insureds.
- The policy shall not contain a Contractors' Warranty or other similar language which eliminates or restricts insurance because of a subcontractor's failure to carry specific insurance or to supply evidence of such insurance.
- Required Evidence of Coverage:
    1. Copy of the additional insured endorsement or policy language granting additional insured status; (The City of Placentia, its officers, employees, representatives, attorneys, and volunteers shall be named as additional named insureds with respect to: liability arising

out of activities performed by or on behalf of the Contractor and all Subcontractors pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Contractor and all Subcontractors; automobiles owned, leased, hired, or borrowed by the Contractor and all Subcontractors.)

2. Copy of the endorsement or policy language indicating that coverage applicable to the additional insureds is primary and non-contributory;
3. Properly completed Certificate of Insurance; and
4. Completed and signed Agent/Broker Questionnaire with supporting documentation as required.

C. Automobile Liability Insurance

- Minimum Limit: $1,000,000 combined single limit per accident.
- Coverage shall apply to all owned, hired and non-owned vehicles.
- CITY shall qualify as an insured.
- Required Evidence of Coverage:
    1. Copy of the endorsement or policy language indicating that CITY is an insured; and
    2. Properly completed Certificate of Insurance.

D. Standards for Insurance Companies

- Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

E. Documentation

- The Certificate of Insurance shall include the following reference: Voluntary Seismic Retrofit Work for the Placentia Navigation Center
- The name and address for Additional Insured endorsements and Certificates of Insurance is: City of Placentia
- Contractor 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; or (3) the deductible or self-insured retention is increased.
- Current Evidence of Coverage shall be provided for the entire required period of insurance.

- Upon written request, certified copies of required insurance policies shall be provided within thirty (30) days.

EXHIBIT D

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

ATTACHMENT 1

EXHIBIT E

CLAIMS PROCEDURE

SUMMARY OF PUBLIC CONTRACT CODE § 9204

The following procedure will apply to any claims by the Contractor on the City:

A "claim" is a separate demand on the City by a contractor on a public works project and sent by registered mail or certified mail with return receipt requested, for one or more of the following:

- A time extension, including relief from penalties for delay
- Payment by the City of money damages under the terms of the contract
- Payment of an amount that is disputed by the City

Initial Review

The claim must be supported by appropriate documentation. The City has 45 days within which to review the claim and provide the contractor with a written statement identifying the disputed and undisputed portions of the claim. If the City does not issue a written statement, the claim is deemed rejected in its entirety. The City will pay any undisputed portion of the claim within 60 days of issuing the statement.

Meet & Confer

If the contractor disputes the City's written response, or if the City does not issue one, the contractor may request in writing an informal conference to meet and confer for possible settlement of the claim. The City will schedule the meet and confer conference within 30 days of this request and provide a written statement identifying the remaining disputed and undisputed portions of the claim within 10 business days of the meet and confer. The City will pay the undisputed portion within 60 days of issuing this statement.

Mediation

With respect to any disputed portion remaining after the meet and confer, the City and contractor will submit the matter to nonbinding mediation, agree to a mediator within 10 business days after issuing the written statement, and share mediation costs equally. If mediation is unsuccessful, then the terms of the public works agreement and applicable law will govern resolution of the dispute.

Miscellaneous Provisions

Amounts not paid by the City in a timely manner bear interest at 7% per annum. Subcontractors may submit claims via this procedure through the general contractor. The City and contractor may waive the requirement to mediate but cannot otherwise waive these claim procedures.

Placentia City Council
AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF ADMINISTRATIVE SERVICES

DATE: NOVEMBER 19, 2019

SUBJECT: **ADOPT THE SALARY SCHEDULES AND ESTABLISH A DEFINED CONTRIBUTION PLAN FOR DESIGNATED PUBLIC SAFETY EMPLOYEES**

FISCAL IMPACT: FISCAL YEAR 2019-20 $ 40,700
FISCAL YEAR 2020-21 $ 181,520
POTENTIAL SAVINGS OVER DEFINED BENEFIT PLAN: UP TO $800,000 ANNUALLY IN EARLY OPERATING YEARS. AN APPROXIMATE SAVINGS OF OVER $50 MILLION OVER THE NEXT 50 YEARS.

SUMMARY:

The City provides a defined benefit retirement benefit (pension) to its employees through the California Public Employees' Retirement System (CalPERS). The City's CalPERS Safety-Fire category has been inactive for the past 44 years. On September 10, 2019 following a thorough review and evaluation of benefit options, Staff submitted a recommendation to terminate the inactive CalPERS Safety-Fire category from the CalPERS contract, which was subsequently approved by CalPERS. In an effort to proactively control future pension costs for new employees in the Safety-Fire category the City recommends contracting with ICMA-RC to provide an alternate defined contribution retirement plan for Safety-Fire members.

City Council action would adopt the salary schedules and establish a 401(a) defined contribution retirement savings plan for full-time fire safety employees of the Placentia Fire and Life Safety Department.

RECOMMENDATION:

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

1. Authorize the adoption of the ICMA-RC Defined Contribution 401(a) Pension Plan Administered by ICMA-RC; and

2. Authorize the City Administrator or his designee to execute all necessary documents in a form approved by the City Attorney; and

3. Approve the Fire Department Salary Schedule.

DISCUSSION:

Until recently the City had a contract with CalPERS to provide retirement benefits to its firefighters. Subsequent to the termination of the CalPERS contract the City would like to establish a defined contribution retirement savings account for Safety-Fire members through ICMA-RC in which the City would contribute ten percent of the City's eligible fire safety employees' salary into a tax qualified defined contribution plan.

There are several benefits of a Defined Contribution Plan including:

1. Employer Contribution rate can be set by the City.

2. The City can change employer contributions at its discretion.

3. Vesting requirements can be determined by the City.

4. Hardships withdrawals are not allowed, but loans may be allowed after the vesting period.

5. The employee benefits through participation in a tax-qualified retirement program that provides advantages during employment (e.g., no immediate taxation on any contributions received and tax-deferred accumulation).

6. At termination of employment, if the employee has met the vesting period, the employee's vested account balance may be rolled over into an Individual Retirement Account (IRA) or other qualified retirement plans that accept rollovers. The employee would also have the option to cash out the vested contributions under IRS rules governing such distributions.

The plan would entail the following key elements: 1) The City would contribute up to 10% of the eligible employee's salary into an ICMA-RC defined contribution account, 2) The vesting period for the employee to have access to the aforementioned funds would be four (4) years of full-time employment with the City. As the trust administrator, ICMA-RC will ensure that all City of Placentia eligible employees will be educated in the program and will be provided information regarding plan investments. ICMA-RC also provides training to payroll staff to ensure that the program is properly implemented and will also monitor the program to generate and submit all necessary reports.

FISCAL IMPACT:

It is estimated that the proposed ICMA-RC defined contribution plan will save approximately $600,000-$800,000 annually in the early operating years of the Placentia Fire & Life Safety Department. This annual savings when coupled with potential unfunded liability savings of not paying into an underfunded pension plan, results in an approximate savings of over $50 million over the next 50 years. The cost for defined contribution plan is $ 40,700 in Fiscal Year (FY) 2019-20 and $181,520 in FY 2020-21.

Prepared by:

Rosanna Ramirez
Director of Administrative Services

Reviewed and approved:

Kim Krause
Director of Finance

Reviewed and approved:

Damien R. Arrula
City Administrator

Attachment:
Fire Department Salary Schedule

City of Placentia Proposed Fire Department
Proposed Salary Schedule for Fire Department Employees

	Hourly Rate by Step				
Position	**A**	**B**	**C**	**D**	**E**
Fire Chief	$ 64.26275	$ 67.47588	$ 70.84968	$ 74.39216	$ 78.11177
Battalion Chief	$ 53.61491	$ 56.51010	$ 59.56154	$ 62.77789	$ 66.16779
Management Analyst	$ 32.10537	$ 33.71064	$ 35.39617	$ 37.16598	$ 39.02428
Fire Captain [1]	$ 27.24966	$ 28.72116	$ 30.27198	$ 31.90660	$ 33.62947
Fire (Apparatus) Engineer [1]	$ 23.38359	$ 24.64630	$ 25.97734	$ 27.38016	$ 28.85852
Fire Fighter [1]	$ 20.55117	$ 21.66106	$ 22.83071	$ 24.06354	$ 25.36299

	Annual Salary				
Position	**A**	**B**	**C**	**D**	**E**
Fire Chief	$ 133,667	$ 140,350	$ 147,367	$ 154,736	$ 162,472
Battalion Fire Chief	$ 111,519	$ 117,541	$ 123,888	$ 130,578	$ 137,629
Management Analyst	$ 66,779	$ 70,118	$ 73,624	$ 77,305	$ 81,170
Fire Captain	$ 79,351	$ 83,636	$ 88,152	$ 92,912	$ 97,929
Fire (Apparatus) Engineer	$ 68,093	$ 71,770	$ 75,646	$ 79,731	$ 84,036
Fire Fighter	$ 59,845	$ 63,077	$ 66,483	$ 70,073	$ 73,857

1 - Position hourly rates are based on a 56 hour work week / 2,912 annual work hours

Placentia City Council
AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF FINANCE

DATE: NOVEMBER 19, 2019

SUBJECT: **APPROVAL OF LEASE AGREEMENT FOR FIRE APPARATUS, DEPARTMENT TOOLS, AND ONE-TIME CAPITAL EQUIPMENT**

FISCAL IMPACT: $1,795,000 TOTAL MAXIMUM LOAN AMOUNT FOR FIRE APPARATUS EQUIPMENT, OTHER RELATED FIRE EQUIPMENT, AND DEBT ISSUANCE COSTS

SUMMARY:

On June 4, 2019, the City Council voted to establish the Placentia Fire and Life Safety Department (the "Department") and awarded a contract to Lynch EMS for 9-1-1/Advanced Life Support services. Since that time, Council has approved several requests to purchase equipment or enter into contracts with service providers. On September 24, 2019, Council approved Resolution No. 2019-46, authorizing the City Administrator to enter into a financing agreement for an amount not to exceed $1,795,000, at an interest rate not to exceed 4%, over a term of 5 years. This financing included equipment that will be affixed to the apparatus, command vehicles and other capital equipment needed to form the department also approved by Council.

Staff has secured financing with Branch Banking and Trust Company (BB&T) which is the same bank used for the first apparatus financing. BB&T will co-term the payment of the second loan for $1.795 million on the same schedule as the first loan, with an interest of 2.65% over a period of 10 years.

RECOMMENDATION:

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

1. Adopt Resolution R-2019-XX, A Resolution of the City of Placentia authorizing a Lease Agreement with Branch Banking and Trust Company for the acquisition of new fire apparatus and other fire related capital equipment; and

2. Authorize the City Administrator to enter into a lease agreement with Branch Banking and Trust for an amount not to exceed $1,795,000, at an interest rate 2.65% over a 10-year term, and in a form approved by the City Attorney.

DISCUSSION:

On June 4, 2019, the City Council accepted the recommendation of the Fire Protection RFP Review Committee and directed Staff to take the necessary measures and specific actions to staff, equip, and fully operationalize the Department by July 1, 2020. On July 9, 2019, the City Council authorized the purchase and financing of four (4) new fire suppression apparatus. This financing was secured with BB&T at an interest rate of 2.69% over a 10-year term. On September 24, 2019, Council approved a second request to purchase and finance the tools and equipment needed to equip the City's new apparatus as well as finance the cost of additional one-time capital equipment. Council gave authority to the City Administrator to secure financing not to exceed $1.795 million at an interest rate not to exceed 4% over a 5-year period. Staff contacted the City's broker who got a quote from BB&T at an interest rate of 2.65% over a 10-year term, co-termed with the first loan.

FISCAL IMPACT:

Many public agencies finance the cost of their apparatus and equipment given the substantial cost and impact to an agency's cash flow with large cash outlays for equipment acquisitions of this size. This is necessary in Placentia's case since the City is starting a new Department from the ground-up. Staff is recommending that Council authorize the City Administrator to enter into lease agreement with Branch Banking and Trust for an amount not to exceed $1,795,000.00, to finance the cost of apparatus tools and equipment, Command Staff and support vehicles, as well as additional one-time capital equipment and related costs, including the cost of issuing the debt, at an interest rate of 2.65% over a term of 10 years, and in a form approved by the City Attorney. The previous financing secured for the apparatus was at an interest rate of 2.69% over a 10-year term. The mid-year budget amendment will include expenditure appropriations for the apparatus equipment, command vehicles, support vehicles and other related purchases, funded by the loan proceeds.

Prepared by:

K Krause

Kim Krause
Director of Finance

Reviewed and approved:

Damien Arrula
City Administrator

Attachments:

1. Lease Agreement with Branch Banking and Trust Company
2. Resolution No. R-2019-XX – Authorizing Financing

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "***Agreement***") is dated as of November 25, 2019, and is between the **CITY OF PLACENTIA, CALIFORNIA**, a public body of the California (the "***Lessee***"), and **BRANCH BANKING AND TRUST COMPANY** ("***BB&T***").

RECITALS:

The Lessee has the power to acquire such personal property as it may deem appropriate for carrying out its governmental and proprietary functions, and to acquire such property pursuant to lease agreements. This Agreement provides for BB&T to make available to the Lessee the sum of $1,795,000 to enable the Lessee to acquire the Equipment (as defined herein) by lease, and provides for securing the Lessee's obligations under this Agreement by creating certain security interests in favor of BB&T.

NOW THEREFORE, for and in consideration of the mutual promises in this Agreement, and other good and valuable consideration, the parties hereby agree as follows:

ARTICLE I
DEFINITIONS; INTERPRETATION

Unless the context clearly requires otherwise, capitalized terms used in this Agreement and not otherwise defined shall have the following meanings:

"***Additional Payments***" means any of BB&T's reasonable and customary fees and expenses related to the transactions contemplated by this Agreement, any of BB&T's expenses (including attorneys' fees) in prosecuting or defending any action or proceeding in connection with this Agreement, any required license or permit fees, state and local sales and use or ownership taxes or property taxes which BB&T is required to pay as a result of this Agreement, inspection and re-inspection fees, and any other amounts payable by the Lessee (or paid by BB&T on the Lessee's behalf) as a result of its covenants under this Agreement (together with interest that may accrue on any of the above if the Lessee shall fail to pay the same, as set forth in this Agreement).

"***Amount Advanced***" has the meaning assigned in Section 2.02 hereof.

"***Base Payments***" means the rental payments payable by the Lessee pursuant to Section 3.01 hereof.

"***Bond Counsel Opinion***" means a written opinion (in form and substance acceptable to BB&T) of an attorney or firm of attorneys acceptable to BB&T.

"***Budget Officer***" means the Lessee officer or official from time to time charged with preparing the Lessee's draft budget as initially submitted to the Governing Board for its consideration.

"***Business Day***" means any day on which banks in the State are not by law authorized or required to remain closed.

"***Closing Date***" means the date on which this Agreement is first executed and delivered by the parties.

"***Code***" means the Internal Revenue Code of 1986, as amended, including regulations, rulings and revenue procedures promulgated thereunder or under the Internal Revenue Code of 1954, as amended, as applicable to the Lessee's obligations under this Agreement and all proposed (including temporary) regulations which, if adopted in the form proposed, would apply to such obligations. Reference to any specific Code provision shall be deemed to include any successor provisions thereto.

"Deposit Account Control Agreement" means the Deposit Account Control Agreement, dated as of September 1, 2019, among the Depository Bank, BB&T and the Lessee.

"Depository Bank" means Banc of California, National Association, its successors and assigns.

"***Equipment***" has the meaning assigned in Section 2.03 hereof, and is generally expected to include the personal property described on Exhibit A attached hereto.

"***Event of Default***" means one or more events of default as defined in Section 7.01 hereof.

"***Event of Nonappropriation***" means any failure by the Governing Board to adopt, by the first day of any Fiscal Year, a budget for the Lessee that includes an appropriation for Required Payments, or the Governing Board's amendment of an annual budget to remove an appropriation for Required Payments, in each case, as contemplated by Section 3.05 hereof.

"***Fiscal Year***" means the Lessee's fiscal year beginning July 1 or such other fiscal year as the Lessee may later lawfully establish.

"***Governing Board***" means the City Council of the Lessee as from time to time constituted.

"***Lessee***" means the City of Placentia, California

"***Lessee Representative***" means the Lessee's finance officer, investment officer or such other person or persons at the time designated, by a written certificate in the form of Exhibit D attached hereto furnished to BB&T and signed on the Lessee's behalf by the presiding officer of the Governing Board, to act on the Lessee's behalf for any purpose (or any specified purpose) under this Agreement.

"***Net Proceeds***," when used with respect to any amounts derived from claims made on account of insurance coverages required under this Agreement, any condemnation award arising out of the condemnation of all or any portion of the Equipment, or any amounts received in lieu or in settlement of any of the foregoing, means the amount remaining after deducting from the gross proceeds thereof all expenses (including attorneys' fees and costs) incurred in the collection of such

proceeds, and after reimbursement to the Lessee or BB&T for amounts previously expended to remedy the event giving rise to such payment or proceeds.

"***Prime Rate***" means the interest rate so denominated and set by Branch Banking & Trust Company of North Carolina (whether or not such bank, or any affiliate thereof, is at any time the counterparty to this Agreement) as its "Prime Rate," as in effect from time to time.

"***Project Costs***" means all costs of the acquiring, installing and equipping of the Equipment as determined in accordance with generally accepted accounting principles and that will not adversely affect the exclusion from gross income for federal income tax purposes of the designated interest component of Base Payments payable by the Lessee under this Agreement, including (a) sums required to reimburse the Lessee or its agents for advances made for any such costs, (b) interest during the period of the acquisition, installation and equipping of the Equipment and for up to six months thereafter, and (c) all costs related to the financing of the Equipment through this Agreement and all related transactions.

"***Project Fund***" means the Deposit Account, as defined in the Deposit Account Control Agreement.

"***Required Payments***" means Base Payments and Additional Payments.

"***Security Property***" means the Equipment and all amounts on deposit from time to time in the Project Fund.

"***State***" means the State of California.

"***UCC***" means the Uniform Commercial Code or any successor law as in effect from time to time in the State.

All references in this Agreement to designated "Sections" and other subdivisions are to the designated sections and other subdivisions of this Agreement. The words "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Section or other subdivision unless the context indicates otherwise. Words importing the singular number shall include the plural number and vice versa.

ARTICLE II
LEASE; ADVANCE; SECURITY

Section 2.01. Lease. BB&T hereby leases to the Lessee, and the Lessee hereby leases from BB&T, the Equipment, for a term beginning on the Closing Date and ending upon final payment of all Required Payments, unless this Agreement is earlier terminated as provided herein. The Lessee shall be entitled to possession of all property constituting any portion of the Equipment and may retain possession of all property constituting any portion of the Equipment so long as no Event of Default is continuing under this Agreement and no Event of Nonappropriation has occurred.

Section 2.02. Advance. BB&T shall advance $1,795,000 (the "***Amount Advanced***") to the Lessee by making a deposit of $1,795,000 on the Closing Date to the Project Fund as provided in Article IV herein, and the Lessee hereby accepts the Amount Advanced from BB&T.

Section 2.03. UCC Security Agreement.

(a) This Agreement is intended as and constitutes a security agreement pursuant to the UCC with respect to the Security Property, which is described as follows:

(i) all moneys on deposit from time to time in the Project Fund; and

(ii) all property acquired by the Lessee with funds advanced by BB&T pursuant to this Agreement, all personal property obtained in substitution or replacement for all or any portion of the foregoing, and all proceeds of the foregoing (collectively, the "***Equipment***").

The Lessee hereby grants to BB&T a security interest in the Security Property to secure the Required Payments.

(b) The Lessee shall allow BB&T to deliver and file, or cause to be filed, in such place or places as may be required by law, financing statements (including any continuation statements required by the UCC or determined appropriate by BB&T in its sole discretion) in such form as BB&T may reasonably require to perfect and continue the security interest in the Equipment and in the moneys on deposit from time to time in the Project Fund.

Section 2.04. Lessee's Limited Obligation.

(a) No provision of this Agreement shall be construed or interpreted as creating a pledge of the Lessee's full faith, credit or taxing power within the meaning of any constitutional debt limitation. No provision of this Agreement shall be construed or interpreted as an improper delegation of governmental powers or as a donation or a lending of the Lessee's credit within the meaning of the State constitution. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of the Lessee's moneys (other than the funds held under this Agreement or such funds as constitute proceeds as described in Section 2.03(a)(ii) of this Agreement), nor shall any provision of this Agreement restrict the future issuance of any of the Lessee's bonds or obligations payable from any class or source of the Lessee's moneys (except to the extent this Agreement restricts the incurrence of additional obligations secured by the Security Property).

(b) Nothing in this Section is intended to impair or prohibit execution on the Security Property if the Required Payments are not paid when due or otherwise upon the occurrence of an Event of Default under this Agreement.

Section 2.05. Lessee's Continuing Obligations. Except for an Event of Nonappropriation as described in Section 3.05 hereof, the Lessee shall remain liable for full performance of all its covenants under this Agreement (subject to the limitations described in Section 2.04 hereof), including payment of all Required Payments, notwithstanding the occurrence of any event or circumstances whatsoever, including any of the following:

(a) BB&T's waiver of any right granted or remedy available to it;

(b) The forbearance or extension of time for payment or performance of any obligation under this Agreement, whether granted to the Lessee, a subsequent owner of the Equipment or any other person;

(c) The release of all or part of the Security Property or the release of any party who assumes all or any part of such performance;

(d) Any act or omission by BB&T (but this provision does not relieve BB&T of any of its obligations under this Agreement);

(e) The sale of all or any part of the Equipment; or

(f) Another party's assumption of the Lessee's obligations under this Agreement.

ARTICLE III
LESSEE'S PAYMENT OBLIGATION AND RELATED MATTERS

Section 3.01. Rental; Purchase Option.

(a) As rental for the Equipment, the Lessee shall make Base Payments to BB&T in lawful money of the United States at the times and in the amounts set forth in Exhibit B attached hereto, except as otherwise provided in this Agreement. As indicated in Exhibit B, the Base Payments reflect the repayment of the Amount Advanced and include designated interest components.

(b) Upon payment of all the Base Payments and all Additional Payments, the Lessee may, at its option, purchase all of BB&T's interest in the Equipment, on an as-is, where-is basis, upon notice and payment to BB&T of the sum of Ten Dollars ($10.00). This option to purchase the Equipment is personal to the Lessee and is not assignable.

Section 3.02. Additional Payments. The Lessee shall pay all Additional Payments on a timely basis directly to the person or entity to which such Additional Payments are owed in lawful money of the United States.

Section 3.03. Prepayment. At its option on any scheduled payment date, the Lessee may prepay the outstanding principal component of the Amount Advanced (in whole but not in part), and thereby obtain ownership of all the Equipment free of this lease and BB&T's security interest in the Equipment, by paying (a) all Additional Payments then due and payable, (b) all interest accrued and unpaid to the prepayment date, and (c) 101% of the outstanding principal component of the Amount Advanced, in accordance with the provisions of Exhibit B attached hereto.

Section 3.04. Late Payments. If the Lessee fails to pay any Base Payment when due, the Lessee shall pay additional interest on the principal component of the late Base Payment at an annual

rate equal to the Prime Rate from the original due date, limited, however, to the maximum amount allowed by law.

Section 3.05. Appropriations.

(a) The Budget Officer shall include in the initial proposal for each of the Lessee's annual budgets the amount of all Base Payments and estimated Additional Payments coming due during the Fiscal Year to which such budget applies. Notwithstanding that the Budget Officer includes such an appropriation for Required Payments in a proposed budget, the Governing Board may determine not to include such an appropriation in the Lessee's final budget for such Fiscal Year.

(b) The Budget Officer shall deliver notification to BB&T within 15 days after the adoption of the annual budget if an amount equal to the Base Payments and estimated Additional Payments coming due during the next Fiscal Year has not been appropriated by the Lessee in such budget for such purposes.

(c) The actions required of the Lessee and its officers and/or officials pursuant to this Section shall be deemed to be and shall be construed to be in fulfillment of ministerial duties, and it shall be the duty of each and every Lessee officer and/or official to take such action and do such things as are required by law in the performance of the official duty of such officers and/or officials to enable the Lessee to carry out and perform the actions required pursuant to this Section and the remainder of this Agreement to be carried out and performed by the Lessee.

(d) Subject to its right of nonappropriation, the Lessee currently believes that it can obtain funds sufficient to pay all Required Payments when due.

(e) Notwithstanding any other provision of the Agreement to the contrary, if the Lessee fails to appropriate funds to pay the Required Payments for the next Fiscal Year to continue leasing of the Equipment, this Agreement shall terminate, shall create no further obligation of the Lessee as to subsequent Fiscal Years and shall be null and void. In such Event of Nonappropriation, the Lessee shall notify BB&T at least twenty (20) days prior to the end of the then current Fiscal Year. The Lessee shall not, in this sole event, be obligated to make any Required Payments beyond the end of such Fiscal Year. The happening of such occurrence shall be conclusively presumed from the Lessee's notification of BB&T or BB&T's assignee of such occurrence. In such Event of Nonappropriation, this Agreement shall terminate on the last day of the Fiscal Year for which appropriations were received without penalty or expense to the Lessee of any kind whatsoever. Subsequent to such termination of this Agreement, the Lessee shall have no continuing obligation to make Required Payments under this Agreement. No right of action or damages shall accrue to the benefit of BB&T or its assignee as to that portion of this Agreement which may so terminate. The provisions of this paragraph shall remain in full force and effect notwithstanding the failure of any party to comply with any provision of this Agreement and whether or not the Lessee is in default under this Agreement. The Lessee agrees to surrender possession of and title to the Equipment to BB&T or its assignee on the date of such termination. BB&T shall have all the rights and remedies to take possession of the Equipment and to sell, lease, or otherwise dispose of the Equipment as its own property without liability to the Lessee.

Section 3.06. No Abatement. There shall be no abatement or reduction of the Required Payments for any reason, including, but not limited to, any defense, recoupment, setoff, counterclaim, or any claim (real or imaginary) arising out of or related to the Equipment, except as expressly provided in this Agreement. The Lessee assumes and shall bear the entire risk of loss and damage to the Equipment from any cause whatsoever. The Required Payments shall be made in all events unless the Lessee's obligation to make Required Payments is terminated as otherwise provided in this Agreement.

Section 3.07. Interest Rate and Payment Adjustment. (a) "***Rate Adjustment Event***" means (i) any action by the Internal Revenue Service (including the delivery of a deficiency notice) or any other federal court or administrative body determining, or (ii) receipt by BB&T of an opinion of nationally recognized bond counsel to the effect, (A) that the interest component of Base Payments, or any portion thereof, is includable in any beneficiary's gross income for federal income tax purposes or (B) that the Lessee's obligations under this Agreement are not "qualified tax-exempt obligations" within the meaning of Code Section 265 (a "***265 Event***").

(b) Upon any Rate Adjustment Event, (i) the unpaid principal portion of the Amount Advanced shall continue to be payable on dates and in amounts as set forth in Exhibit B, but (ii) the interest components of the Base Payments shall be recalculated, at an interest rate equal to an annualized interest rate equal to the Prime Rate plus 2% (200 basis points), to the date (retroactively, if need be) determined pursuant to the Rate Adjustment Event to be the date interest became includable in any beneficiary's gross income for federal income tax purposes (or in the case of a 265 Event, retroactively to the Closing Date), limited, however, to the maximum interest rate allowed by law.

(c) The Lessee shall pay interest at such adjusted rate (subject to credit for interest previously paid) to each affected beneficiary, notwithstanding the fact that any particular beneficiary may not necessarily be a beneficiary to this Agreement on the date of a Rate Adjustment Event. The Lessee shall additionally pay to all affected counterparties any interest, penalties or other charges assessed against or payable by such beneficiary and attributable to a Rate Adjustment Event notwithstanding the prior repayment of the entire Amount Advanced or any transfer to another beneficiary.

ARTICLE IV
PROJECT FUND

Section 4.01. Project Fund. Pursuant to Section 2.02, on the Closing Date, BB&T shall deposit $1,795,000 into the Project Fund, which shall be held separate and apart from all other funds or accounts of the Lessee. The Project Fund is the Lessee's property, but the Lessee may withdraw amounts on deposit in the Project Fund only as provided herein and only for application from time to time to the payment of Project Costs or otherwise as permitted by Section 4.03 hereof. Pending such application, such amounts shall be subject to a lien and charge in favor of BB&T to secure the Lessee's obligations hereunder.

Section 4.02. Requisitions from Project Fund. The Lessee may withdraw funds from the Project Fund only after authorization from BB&T. BB&T shall authorize the disbursement of

funds from the Project Fund only to the Lessee and only upon its receipt of one or more written requisitions in the form set forth in Exhibit C attached hereto signed by a Lessee Representative. The Lessee shall submit its signed requisitions in pdf format by electronic transmission at the email address contained in the requisition form.

Upon receipt of a requisition from the Lessee, BB&T shall undertake such review of the matters referred to in such requisition as it shall deem appropriate, and within seven (7) Business Days after such receipt shall notify the Lessee if it does not approve the requisition with the reasons for its disapproval. BB&T has no obligation to make a review and any review by BB&T is only for BB&T's benefit. BB&T shall not unreasonably withhold payment of any requisition.

Section 4.03. Disposition of Project Fund Balance. (a) Promptly after the acquisition of the Equipment, and when the Lessee has withdrawn from the Project Fund all of the funds needed to acquire the Equipment, the Lessee shall deliver to BB&T a written certificate of completion executed by a Lessee Representative stating that (i) the Equipment has been acquired, (ii) there are no mechanic's or other liens against the Equipment for labor or materials furnished in connection with the acquisition of the Equipment, and (iii) no further funds will be requisitioned from the Project Fund to pay Project Costs. BB&T may then withdraw any balance remaining in the Project Fund (and not required to be retained to pay Project Costs incurred but not yet paid) and apply such amount as provided in subsection (d) of this Section.

(b) Upon the occurrence of an Event of Default, BB&T may withdraw any balance remaining in the Project Fund and apply such amount as provided in subsection (d) of this Section.

(c) If (i) more than three years have elapsed from the Closing Date or (ii) at least six months have elapsed from BB&T's most recent receipt of a requisition for Project Costs, then BB&T, upon 30 days' notice from BB&T to the Lessee, may withdraw any balance remaining in the Project Fund and apply such amount as provided in subsection (d) of this Section.

(d) BB&T may apply any amounts withdrawn from the Project Fund pursuant to this Section in the following order: (i) to the payment of any Additional Payments then due to BB&T under this Agreement, (ii) to the payment of any interest accrued to the Project Fund disposition date that is then due and payable, (iii) to the payment of any principal amount then due and payable, (iv) to the prepayment of principal and accrued interest in accordance with the prepayment provisions of this Agreement, and (v) to the payment of future Base Payments in inverse order of maturity; provided, however, that (1) at the option of BB&T, BB&T may deliver funds held in the Project Fund to the Lessee to be applied to additional Project Costs or future debt service payments, and (2) in no event will BB&T apply any funds in the manner set forth herein if it is advised in an opinion of bond counsel provided by the Lessee that such a use of funds could adversely affect the exclusion from gross income for federal income tax purposes of the interest component of Base Payments. Any prepayment pursuant to this Section shall not affect any other Lessee payment obligation hereunder. BB&T shall notify the Lessee of any withdrawal from the Project Fund made under this Section, and in the notice shall describe its application of the funds so withdrawn.

Section 4.04. Investment. (a) The Lessee and BB&T agree that money in the Project Fund will be continuously invested and reinvested in a public funds money rate savings account, as directed by BB&T, that meets the requirements for the investment of public funds under State law.

(b) From and after the date that is three years from the Closing Date, the Lessee and BB&T agree that money in the Project Fund will not be invested at a "yield," as determined under the Code, in excess of the "yield" on the Lessee's obligations under this Agreement, unless the Lessee has supplied BB&T with an opinion of bond counsel to the effect that such investment will not adversely affect the exclusion from gross income for federal income tax purposes to which the interest components of Base Payments would otherwise be entitled.

(c) Investment obligations acquired with money in the Project Fund shall be deemed at all times to be part of the Project Fund. The interest accruing thereon and any profit or loss realized upon the disposition or maturity of any such investment shall be credited to or charged against the Project Fund.

(d) All earnings on moneys in the Project Fund shall be used for Project Costs or otherwise applied in accordance with Section 4.03 hereof.

Section 4.05. Public Funds Money Rate Savings Account. The Project Fund shall be created and held by the Depository Bank as a public funds money rate savings account or the equivalent. All earnings on moneys in the Project Fund shall be used for Project Costs or otherwise applied in accordance with Section 4.03 hereof.

ARTICLE V
LESSEE'S COVENANTS, REPRESENTATIONS AND WARRANTIES

Section 5.01. Indemnification. To the extent permitted by law, the Lessee shall indemnify, protect and save BB&T and its officers and directors harmless from all liability, obligations, losses, claims, damages, actions, suits, proceedings, costs and expenses, including attorneys' fees, arising out of, connected with, or resulting directly or indirectly from the Equipment or the transactions contemplated by this Agreement, including without limitation the possession, condition or use of the Equipment. The indemnification arising under this Section shall survive the Agreement's termination.

Section 5.02. Covenant as to Tax Exemption. (a) The Lessee covenants that it will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income for federal income taxation purposes of the interest portion of the obligation created by this Agreement under Section 103 of the Code. In particular, the Lessee covenants that it will not directly or indirectly use or permit the use of any proceeds of any fund created under this Agreement, any funds of the Lessee or any property financed or refinanced with funds provided to the Lessee under this Agreement, or otherwise take or omit to take any action, that would cause the obligation created by this Agreement to be an "arbitrage bond" within the meaning of Section 148(a) of the Code or a "private activity bond" under Section 141 of the Code. The Lessee will maintain books on which will be recorded (i) BB&T or (ii) any assignee of the Base Payments due under this Agreement, as the registered owner of such Base Payments. To that end, the Lessee has executed the Use of Proceeds Certificate dated as of the date hereof (the "***Use of Proceeds Certificate***") and will comply with all requirements of Section 141 and Section 148 of the Code to the extent applicable.

(b) The Lessee hereby represents and warrants that its representations and warranties in the Use of Proceeds Certificate with respect to its investment and use of funds provided under this Agreement, and its use of any property financed or refinanced with funds provided under this Agreement, are true, correct and complete.

(c) Without limiting the generality of the foregoing, the Lessee agrees that there shall be paid from time to time all amounts required to be rebated to the United States of America pursuant to Section 148(f) of the Code and any temporary, proposed or final Treasury Regulations as may be applicable to the obligation created by this Agreement from time to time. This covenant shall survive the termination of this Agreement.

(d) Notwithstanding any provision of this Section, if the Lessee shall provide to BB&T a Bond Counsel Opinion to the effect that any action required under this Section or the Use of Proceeds Certificate is no longer required, or to the effect that some further action is required, to maintain the exclusion from gross income of the interest on the obligation created by this Agreement pursuant to Section 103 of the Code, the Lessee and BB&T may rely conclusively on such opinion in complying with the provisions thereof.

(e) To the extent permitted by law, the Lessee hereby designates and authorizes BB&T and its employees as its agents and attorneys-in-fact of the Lessee for the purpose of preparing and filing with the IRS a form 8038-G (or other form required under Section 149(e) of the Code) with respect to this Agreement.

(f) The Lessee acknowledges that its personnel must be familiar with the arbitrage rebate rules because the tax-exempt status of the interest on the Base Payments depends upon continuing compliance with such rules. The Lessee therefore covenants to take all reasonable action to assure that Lessee personnel responsible for the investment of and accounting for financing proceeds comply with such rules.

(g) The Lessee represents that the aggregate face amount of all tax-exempt obligations issued by the Lessee during the current calendar year does not, and will not, exceed $10,000,000. The Lessee also represents that it has designated each of the Base Payments under this Agreement as a "qualified tax-exempt obligation" for the purposes of the Code.

Section 5.03. Validity of Organization and Acts. The Lessee is validly organized and existing under State law, has full power to enter into this Agreement and has duly authorized and has obtained all required approvals and all other necessary acts required prior to the execution and delivery of this Agreement. This Agreement is a valid, legal and binding obligation of the Lessee.

Section 5.04. Maintenance of Existence. The Lessee shall maintain its existence, shall continue to be a local governmental unit of the State, validly organized and existing under State law, and shall not consolidate with or merge into another local governmental unit of the State, or permit one or more other local governmental units of the State to consolidate with or merge into it, unless the local governmental unit thereby resulting assumes the Lessee's obligations under this Agreement.

Section 5.05. Acquisition of Permits and Approvals. All permits, consents, approvals or authorizations of all governmental entities and regulatory bodies, and all filings and notices required on the Lessee's part to have been obtained or completed as of today in connection with the authorization, execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement and the acquisition, installation and equipping of the Equipment have been obtained and are in full force and effect, and there is no reason why any future required permits, consents, approvals, authorizations or orders cannot be obtained as needed.

Section 5.06. No Breach of Law or Contract. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated by this Agreement, nor the fulfillment of or compliance with the terms and conditions of this Agreement, (a) to the best of the Lessee's knowledge, constitutes a violation of any provision of law governing the Lessee or (b) results in a breach of the terms, conditions or provisions of any contract, agreement or instrument or order, rule or regulation to which the Lessee is a party or by which the Lessee is bound.

Section 5.07. No Litigation. There is no litigation or any governmental administrative proceeding to which the Lessee (or any official thereof in an official capacity) is a party that is pending or, to the best of the Lessee's knowledge after reasonable investigation, threatened with respect to (a) the Lessee's organization or existence, (b) its authority to execute and deliver this Agreement or to comply with the terms of this Agreement, (c) the validity or enforceability of this Agreement or the transactions contemplated by this Agreement, (d) the title to office of any Governing Board member or any other Lessee officer or official, (e) any authority or proceedings relating to the Lessee's execution or delivery of this Agreement, or (f) the undertaking of the transactions contemplated by this Agreement.

Section 5.08. No Current Default or Violation. (a) The Lessee is not in violation of any existing law, rule or regulation applicable to it, (b) the Lessee is not in default under any contract, other agreement, order, judgment, decree or other instrument or restriction of any kind to which the Lessee is a party or by which it is bound or to which any of its assets are subject, including this Agreement, and (c) no event or condition has happened or existed, or is happening or existing, under the provisions of any such instrument, including this Agreement, which constitutes or which, with notice or lapse of time, or both, would constitute an event of default hereunder or thereunder.

Section 5.09. No Misrepresentation. No representation, covenant or warranty by the Lessee in this Agreement is false or misleading in any material respect.

Section 5.10. Environmental Warranties.

(a) The Lessee warrants and represents to BB&T that, to the best of the Lessee's knowledge after thorough investigation, the Equipment is not now and has not ever been used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process Hazardous Materials (defined below).

(b) The Lessee covenants that the Equipment shall be kept free of Hazardous Materials and shall not be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process Hazardous Materials, except in connection with the normal

maintenance and operation of the Equipment, and the Lessee shall not cause or permit, as a result of any intentional or unintentional act or omission on the part of the Lessee or any lessee, the release of Hazardous Materials onto the Equipment or suffer the presence of Hazardous Materials on the Equipment, except in connection with the normal maintenance and operation of the Equipment.

(c) The Lessee shall comply with, and ensure compliance by all users and lessees with, all applicable federal, State and local laws, ordinances, rules and regulations with respect to Hazardous Materials and shall keep the Equipment free and clear of any liens imposed pursuant to such laws, ordinances, rules and regulations. If the Lessee receives any notices from any governmental agency or any lessee with regard to Hazardous Materials on, from or affecting the Equipment, the Lessee shall immediately notify BB&T. The Lessee shall conduct and complete all investigations, studies, sampling and testing and all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials, on, from or affecting the Equipment in accordance with all applicable federal, State and local laws, ordinances, rules, regulations and policies and to BB&T's satisfaction.

(d) "***Hazardous Materials***" means any explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials, asbestos or any materials containing asbestos, or any other substance or material as defined by any federal, State or local environmental law, ordinance, rule or regulation including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. sections 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. sections 1801 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. sections 9601 et seq.), and the regulations adopted and publications promulgated pursuant thereto.

(e) To the extent permitted by law, the Lessee shall indemnify and hold BB&T harmless from and against (i) any and all damages, penalties, fines, claims, liens, suits, liabilities, costs (including clean-up costs), judgments and expenses (including attorneys', consultants' or experts' fees and expenses) of every kind and nature suffered by or asserted against BB&T as a direct or indirect result of any warranty or representation made by the Lessee in subsections (a) through (c) of this Section being false or untrue in any material respect, or (ii) any requirement under any law, regulation or ordinance, local, State or federal, which requires the elimination or removal of any hazardous materials, substances, wastes or other environmentally regulated substances by BB&T or the Lessee or any transferee or assignee BB&T or the Lessee.

(f) The Lessee's obligations under this Section shall continue in full force and effect notwithstanding full payment of the Required Payments or execution on the security interests created under this Agreement.

Section 5.11. Further Instruments. Upon BB&T's request, the Lessee shall execute, acknowledge and deliver such further instruments reasonably necessary or desired by BB&T to carry out the purposes of this Agreement or any other document related to the transactions contemplated by this Agreement, and subject to the liens and security interests hereof and thereof all or any part of

the Security Property intended to be given or conveyed hereunder or thereunder, whether now given or conveyed or acquired and conveyed subsequent to the date of this Agreement.

Section 5.12. BB&T's Advances for Performance of Lessee's Obligations. If the Lessee fails to perform any of its obligations under this Agreement, BB&T is hereby authorized, but not obligated, to perform such obligation or cause it to be performed. All expenditures incurred by BB&T (including any advancement of funds for payment of taxes, insurance premiums or other costs of maintaining the Equipment, and any associated legal or other expenses, together with interest at the Prime Rate), shall be secured as Additional Payments under this Agreement. The Lessee promises to pay all such amounts to BB&T immediately upon demand.

Section 5.13. Equipment Will Be Used and Useful. The acquisition, installation and equipping of the Equipment is necessary and expedient for the Lessee, and will perform essential functions of the Lessee appropriate for units of local government. The Lessee has an immediate need for, and expects to make immediate use of, all of the Equipment, and does not expect such need or use to diminish in any material respect during the term of the Agreement. The Equipment will not be used in any private business or put to any private business use.

Section 5.14. Financial Information.

(a) The Lessee shall send to BB&T a copy of the Lessee's audited financial statements for each Fiscal Year within 30 days of the Lessee's acceptance of such statements, but in any event within 270 days of the completion of such Fiscal Year.

(b) The Lessee shall furnish BB&T, at such reasonable times as BB&T shall request, all other financial information (including, without limitation, the Lessee's annual budget as submitted or approved) as BB&T may reasonably request. The Lessee shall permit BB&T or its agents and representatives to inspect the Lessee's books and records and make extracts therefrom.

Section 5.15. Taxes and Other Governmental Charges. The Lessee shall pay, as Additional Payments, the full amount of all taxes, assessments and other governmental charges lawfully made by any governmental body during the term of this Agreement. With respect to special assessments or other governmental charges which may be lawfully paid in installments over a period of years, the Lessee shall be obligated to provide for Additional Payments only for such installments as are required to be paid during the Agreement term. The Lessee shall not allow any liens for taxes, assessments or governmental charges with respect to the Equipment or any portion thereof to become delinquent (including, without limitation, any taxes levied upon the Equipment or any portion thereof which, if not paid, will become a charge on any interest in the Equipment, including BB&T's interest, or the rentals and revenues derived therefrom or hereunder).

Section 5.16. Lessee's Insurance.

(a) The Lessee shall, at its own expense, acquire, carry and maintain broad-form extended coverage property damage insurance with respect to all Equipment in an amount equal to the actual cash value of the Equipment. Such property damage insurance shall include BB&T as loss payee.

Any Net Proceeds of the insurance required by this subsection (a) shall be payable as provided in Section 6.15 hereof.

(b) The Lessee shall, at its own expense, acquire, carry and maintain comprehensive general liability insurance (and auto liability insurance, if applicable) in accordance with State statute or as customarily held by similar entities in the State.

(c) The Lessee shall also maintain workers' compensation insurance issued by a responsible carrier authorized under State law to insure the Lessee against liability for compensation under applicable State law as in effect from time to time.

(d) All insurance shall be maintained with generally recognized responsible insurers in accordance with State law and may carry reasonable deductible or risk-retention amounts.

(e) BB&T shall not be responsible for the sufficiency or adequacy of any required insurance and shall be fully protected in accepting payment on account of such insurance or any adjustment, compromise or settlement of any loss agreed to by BB&T.

(g) Upon request by BB&T, the Lessee shall deliver to BB&T a certificate stating that the risk coverages required by this Agreement are in effect, and stating the carriers, policy numbers, coverage limits and deductible or risk-retention amounts for all such coverages, and listing BB&T as loss payee.

ARTICLE VI
THE EQUIPMENT

Section 6.01. Acquisition, Installation and Equipping. The Lessee shall comply with all provisions of law applicable to the acquisition of the Equipment, accept all portions of the Equipment when properly delivered, and provide for the proper installation and equipping thereof and thereafter promptly place each such portion in service.

Section 6.02. Changes in Location. The Lessee shall promptly inform BB&T if any component of the Equipment shall be moved from the location designated for such Equipment at the time of its acquisition.

Section 6.03. Acquisition and Installation within Funds Available. The Lessee represents that, based upon its examination of the plans and specifications for the Equipment, estimated installation costs and the Equipment's anticipated configuration, the Equipment can be acquired and installed for a total price within the total amount of funds to be available therefor in the Project Fund, income anticipated to be derived from the investment thereof and other funds previously identified and designated for such purposes. If the total amount available for such purposes in the Project Fund shall be insufficient to pay the entire cost of acquiring and installing the Equipment, the Lessee promises to pay any such excess costs, with no resulting reduction or offset in the amounts otherwise payable by the Lessee under this Agreement.

Section 6.04. Disclaimer of Warranties. The Lessee agrees that BB&T has not designed the Equipment, that BB&T has not supplied any plans or specifications with respect thereto and that BB&T (a) is not a manufacturer of, nor a dealer in, any of the component parts of the Equipment or similar equipment, (b) has not made any recommendation, given any advice nor taken any other action with respect to (i) the choice of any supplier, vendor or designer of, or any other contractor with respect to, the Equipment or any component part thereof or any property or rights relating thereto, or (ii) any action taken or to be taken with respect to the Equipment or any component part thereof or any property or rights relating thereto at any stage of the acquisition, installation and equipping thereof, (c) has not, at any time, had physical possession of the Equipment or any component part thereof or made any inspection thereof or of any property or rights relating thereto, and (d) has not made any warranty or other representation, express or implied, that the Equipment or any component part thereof or any property or rights relating thereto (i) will not result in or cause injury or damage to persons or property, (ii) has been or will be properly designed, or will accomplish the results which the Lessee intends therefor, or (iii) is safe in any manner or respect.

BB&T MAKES NO EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER WITH RESPECT TO THE EQUIPMENT OR ANY COMPONENT PART THEREOF, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE MERCHANTABILITY OR THE FITNESS OR SUITABILITY THEREOF FOR ANY PURPOSE, and further including the design or condition thereof; the safety, quality or capacity thereof; compliance thereof with the requirements of any law, rule, specification or contract pertaining thereto; any latent defect; the Equipment's ability to perform any function; that the Amount Advanced will be sufficient to pay all costs of the acquisition and installation of the Equipment; or any other characteristic of the Equipment; it being agreed that the Lessee is to bear all risks relating to the Equipment, the installation thereof and the transactions contemplated by this Agreement, and the Lessee hereby waives the benefits of any and all implied warranties and representations of BB&T.

The provisions of this Section shall survive the Agreement's termination.

Section 6.05. Right of Entry and Inspection. BB&T and its representatives and agents shall have the right to enter upon the Lessee's property and inspect the Equipment from time to time, and the Lessee shall cause any vendor, contractor or sub-contractor to cooperate with BB&T and its representatives and agents during such inspections.

No right of inspection or approval granted in this Section shall be deemed to impose upon BB&T any duty or obligation whatsoever to undertake any inspection or to make any approval. No inspection made or approval given by BB&T shall be deemed to impose upon BB&T any duty or obligation whatsoever to identify or correct any defects in the Equipment or to notify any person with respect thereto, and no liability shall be imposed upon BB&T, and no warranties (either express or implied) are made by BB&T as to the quality or fitness of any improvement, any such inspection and approval being made solely for BB&T's benefit.

Section 6.06. Compliance with Requirements.

(a) The Lessee shall cause the Equipment to be installed in a careful manner and in compliance with all applicable legal requirements.

(b) The Lessee shall observe and comply promptly with all current and future requirements relating to the Equipment's use or condition imposed by (i) any judicial, governmental or regulatory body having jurisdiction over the Equipment or any portion thereof or (ii) any insurance company writing a policy covering the Equipment or any portion thereof, whether or not any such requirement shall necessitate structural changes or improvements or interfere with the use or enjoyment of the Equipment.

(c) The Lessee shall obtain and maintain in effect all licenses and permits required for the Equipment's operation.

(d) The Lessee shall in no event use the Equipment or any part thereof, nor allow the same to be used, for any unlawful purpose, or suffer any act to be done or any condition to exist with respect to the Equipment or any part thereof, nor any article to be brought thereon, which may be dangerous, unless safeguarded as required by law, or which may, in law, constitute a nuisance, public or private, or which may make void or voidable any insurance then in force with respect thereto.

Section 6.07. Use and Operation. The Lessee shall use and operate the Equipment and related property for its reasonably intended use or purpose and for no other purpose unless required by law. The Lessee shall be solely responsible for the Equipment's operation, and shall not contract with any other person or entity for the Equipment's operation.

Section 6.08. Maintenance and Repairs; Additions.

(a) The Lessee shall keep the Equipment in good order and repair (reasonable wear and tear excepted) and in good operating condition, shall not commit or permit any waste or any other thing to occur whereby the value or usefulness of the Equipment might be impaired, and shall make from time to time all necessary or appropriate repairs, replacements and renewals.

(b) The Lessee may, also at its own expense, make from time to time any additions, modifications or improvements to the Equipment that it may deem desirable for its governmental or proprietary purposes and that do not materially impair the effective use, nor materially decrease the value or substantially alter the intended use, of the Equipment. The Lessee shall do, or cause to be done, all such things as may be required by law in order fully to protect the security of and all BB&T's rights under this Agreement.

(c) Any and all additions to or replacements of the Equipment and all parts thereof shall constitute accessions to the Equipment and shall be subject to all the terms and conditions of this Agreement and included in the "Equipment" for the purposes of this Agreement.

(d) Notwithstanding the provisions of subsection (c) of this Section, however, the Lessee may, from time to time in its sole discretion and at its own expense, install machinery, equipment and other tangible property in or on the Equipment. All such property shall remain the Lessee's sole property in which BB&T shall have no interest; provided, however, that any such property which

becomes permanently affixed to the Equipment shall be subject to the lien and security interest arising under this Agreement if BB&T shall reasonably determine that the Equipment would be damaged or impaired by the removal of such machinery, equipment or other tangible property.

Section 6.09. Security. The Lessee shall take all reasonable steps necessary to safeguard the Equipment against theft. The security afforded the Equipment shall at all times be equal to or better than the security afforded the Lessee's personal property that is not subject to this Agreement.

Section 6.10. Utilities. The Lessee shall pay all charges for utility services furnished to or used on or in connection with the Equipment, as may be applicable dependent upon the type of equipment.

Section 6.11. Risk of Loss. The Lessee shall bear all risk of loss to the Equipment.

Section 6.12. Condemnation. The Lessee shall immediately notify BB&T if any governmental authority shall institute, or shall notify the Lessee of any intent to institute, any action or proceeding for the taking of, or damages to, all or any part of the Equipment or any interest therein under the power of eminent domain, or if there shall be any damage to the Equipment due to governmental action, but not resulting in a taking of any portion of the Equipment. The Lessee shall file and prosecute its claims for any such awards or payments in good faith and with due diligence and cause the same to be collected and paid over to BB&T, and to the extent permitted by law hereby irrevocably authorizes and empowers BB&T, in the Lessee's name or otherwise, to collect and receipt for any such award or payment and to file and prosecute such claims. If the Lessee receives any Net Proceeds arising from any such action, the Lessee shall apply such Net Proceeds as provided in Section 6.15.

Section 6.13. Title. Title to the Equipment and any and all additions, repairs, replacements or modifications thereto shall at all times be in the Lessee, subject to the lien of this Agreement. Upon the Lessee's payment in full of all Required Payments, BB&T, at the Lessee's expense and request, shall cancel this Agreement.

Section 6.14. No Encumbrance, Mortgage or Pledge of Equipment.

(a) The Lessee shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien (including mechanics' and materialmen's liens), charge, encumbrance or other claim in the nature of a lien on or with respect to the Equipment. The Lessee shall promptly, at its own expense, take such action as may be duly necessary to discharge any such mortgage, pledge, lien, charge, encumbrance or claim not excepted above which it shall have created, incurred or suffered to exist.

(b) The Lessee shall reimburse BB&T for any expense incurred by BB&T to discharge or remove any such mortgage, pledge, lien, security interest, encumbrance or claim, with interest thereon at the Prime Rate.

Section 6.15. Damage and Destruction; Use of Net Proceeds.

(a) The Lessee shall promptly notify BB&T if (i) the Equipment or any portion thereof is stolen or is destroyed or damaged by fire or other casualty, (ii) a material defect in the installation of the Equipment shall become apparent, or (iii) title to or the use of all or any portion of the Equipment shall be lost by reason of a defect in title. Each notice shall describe generally the nature and extent of such damage, destruction or taking.

(b) The Lessee shall apply the Net Proceeds, (i) to the prompt completion, repair or restoration of the Equipment, (and pay any costs in excess of Net Proceeds, if necessary), or (ii) together with other available funds as may be necessary, to the prepayment of all outstanding Required Payments pursuant to Section 3.03. The Lessee shall promptly report to BB&T regarding the use of Net Proceeds.

(c) Any repair, restoration, modification, improvement or replacement paid for in whole or in part out of Net Proceeds shall be the Lessee's property and shall be part of the Equipment.

ARTICLE VII
DEFAULTS AND REMEDIES; TERMINATION

Section 7.01. Events of Default. An "***Event of Default***" is any of the following:

(a) Except as provided in Section 7.04 hereof, the Lessee's failing to make any Base Payment when due.

(b) The Lessee's breaching or failing to perform or observe any term, condition or covenant of this Agreement on its part to be observed or performed, other than as provided in subsection (a) of this Section, including payment of any Additional Payment, for a period of 15 days after written notice specifying such failure and requesting that it be remedied shall have been given to the Lessee by BB&T, unless BB&T shall agree in writing to an extension of such time prior to its expiration.

(c) The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law by or against the Lessee as a debtor, or the appointment of a receiver, custodian or similar officer for the Lessee or any of its property, and the failure of such proceedings or appointments to be vacated or fully stayed within 30 days after the institution or occurrence thereof.

(d) Any warranty, representation or statement made by the Lessee in this Agreement is found to be incorrect or misleading in any material respect on the Closing Date (or, if later, on the date made).

(e) Any lien, charge or encumbrance prior to the security interest created under Section 2.03 hereof, or affecting the validity of the Agreement, is found to exist, or proceedings are instituted against the Lessee to enforce any lien, charge or encumbrance against the Equipment and such lien, charge or encumbrance would be prior to the lien of this Agreement.

Section 7.02. Remedies on Default. Upon the continuation of any Event of Default, BB&T may, without any further demand or notice, exercise any one or more of the following remedies:

(a) Require Lessee to pay (and Lessee agrees that it shall pay) all amounts then currently due under this Agreement and all remaining Base Payments due during the fiscal year in effect when the default occurs together with interest on such amounts at the highest lawful rate from the date of BB&T's demand for such payment; subject in all cases to the appropriation conditions set forth in Section 3.05 of this Agreement;

(b) Proceed by appropriate court action to enforce the Lessee's performance of the applicable covenants of this Agreement or to recover for the breach thereof;

(c) As provided in Article IV hereof, pay over any balance remaining in the Project Fund to be applied against outstanding Base Payments in any manner BB&T may reasonably deem appropriate; and

(d) Avail itself of all available remedies under this Agreement, including without limitation execution as provided in Section 7.03 hereof, and, to the extent permitted by law, recovery of attorneys' fees and other expenses.

Section 7.03. Execution on Personal Property. Upon the continuation of any Event of Default and in addition to all other remedies granted in this Agreement, BB&T shall have all the rights and remedies of a secured party under the UCC and may proceed to execute upon the Security Property.

Section 7.04. Consequences of Nonappropriation. Upon an Event of Nonappropriation, the Lessee shall have no further obligation to pay Base Payments beyond the end of the Fiscal Year for which amounts have been appropriated for Base Payments. This Agreement shall terminate on the last day of the Fiscal Year for which amounts have been appropriated for Base Payments without any penalty to the Lessee whatsoever. The Lessee agrees to peaceably surrender possession of and title to the Equipment to BB&T or its assignees on the first day of the Fiscal Year to which the Event of Nonappropriation applies, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States as designated by BB&T.

In addition, upon the occurrence of any Event of Nonappropriation, BB&T may, without any further demand or notice, take action with respect to the Lessee and the Equipment as contemplated in Section 7.05 hereof.

Section 7.05. Possession of Equipment. Upon the continuation of an Event of Default or the occurrence of an Event of Nonappropriation, the Lessee shall immediately lose the right to possess, use and enjoy the Equipment (but may remain in possession of the Equipment as a lessee at will of BB&T), and thereupon the Lessee (a) shall pay monthly in advance to BB&T a fair and reasonable rental value for the use and possession of the Equipment (in an amount BB&T shall determine in its reasonable judgment), and (b) upon BB&T's demand, shall deliver possession of the Equipment to BB&T or, at BB&T's direction, to any purchaser of the Equipment after an execution sale.

In addition, upon the continuation of any Event of Default or the occurrence of an Event of Nonappropriation, BB&T, to the extent permitted by law, is hereby authorized to (i) take possession of the Equipment, with or without legal action, (ii) lease the Equipment, (iii) collect all rents and profits therefrom, with or without taking possession of the Equipment, and (iv) after deducting all costs of collection and administration expenses, apply the net rents and profits first to the payment of necessary maintenance and insurance costs, and then to the Lessee's account and in reduction of the Lessee's corresponding Required Payments in such fashion as BB&T shall reasonably deem appropriate. BB&T shall be liable to account only for rents and profits it actually receives.

Section 7.06. No Remedy Exclusive; Delay Not Waiver. All remedies under this Agreement are cumulative and may be exercised concurrently or separately. The exercise of any one remedy shall not be deemed an election of such remedy or preclude the exercise of any other remedy. If any Event of Default shall occur and thereafter be waived by BB&T, such waiver shall be limited to the particular breach so waived and shall not be deemed a waiver of any other breach under this Agreement.

Section 7.07. Payment of Costs and Attorney's Fees. If BB&T employs an attorney to assist in the enforcement or collection of Required Payments, or if BB&T voluntarily or otherwise shall become a party to any suit or legal proceeding (including a proceeding conducted under any state or federal bankruptcy or insolvency statute) to protect the Equipment, to protect the lien of this Agreement, to enforce collection of the Required Payments or to enforce compliance by the Lessee with any of the provisions of this Agreement, the Lessee, to the extent permitted by law, agrees to pay reasonable attorneys' fees and all of the costs that may reasonably be incurred (whether or not any suit or proceeding is commenced), and such fees and costs (together with interest at the Prime Rate) shall be secured as Required Payments.

ARTICLE VIII
WIRE TRANSFER REQUIREMENTS

In order to prevent unauthorized or fraudulent wire transfers through cyber fraud and other means, BB&T and the Lessee hereby agree to the provisions of this Article VIII.

Section 8.01. Wire Transfer Requirements. In the event a wire transfer is made by BB&T to disburse funds as contemplated by this Agreement (a "***Disbursement***"), said wire transfer shall be delivered as directed in a written "***Disbursement Authorization***" provided to BB&T by a representative of the Lessee, subject to the terms and conditions set forth in this Article. For the purposes of this Article, a representative of the Lessee shall include employees and elected and/or appointed officials of the Lessee, bond counsel, the Lessee's legal counsel, the Lessee's financial advisor or other designated representative.

Section 8.02. Verification Procedures. Prior to making any Disbursement pursuant to a Disbursement Authorization not delivered to BB&T in person by a representative of the Lessee, BB&T shall verify such Disbursement Authorization verbally via telephone communication with a representative of the Lessee. The Lessee shall ensure that a representative of the Lessee will provide such verification to BB&T. The Lessee shall not disclose, or allow to be disclosed, such BB&T verification procedures to any third party unless there is a legitimate business need to make

such disclosure or such disclosure is required by law, and the Lessee accepts the risk of such third-party knowledge of the security procedures. If the Lessee has reason to believe that a security procedure has been obtained by or disclosed to an unauthorized person or learns of any unauthorized transfer or of any discrepancy in a transfer request, then the Lessee shall notify BB&T immediately.

Section 8.03. Payee Identification. The Lessee is solely responsible for accurately identifying the wire transfer information contained in the Disbursement Authorization delivered to BB&T by a representative of the Lessee, including but not limited to the bank name and its ABA number, beneficiary's account name and account number and beneficiary's physical address, together with other information requested by BB&T (collectively, "***Remittance Instructions***"). If the Remittance Instructions describe a beneficiary inconsistently by name and account number, the Lessee acknowledges that BB&T may make payment on the basis of the account number alone, that BB&T is not obligated to detect such errors, and that the Lessee assumes the risk of any loss resulting therefrom.

Section 8.04. Duty to Reconcile Written Confirmation. Upon request from a representative of the Lessee, BB&T shall use its best efforts to send a representative of the Lessee written confirmation of the Disbursement in the form of a reference number, beneficiary name and wire amount. A representative of the Lessee shall promptly review and reconcile the written confirmation of the Disbursement sent by BB&T, and shall report to BB&T in writing, promptly, but in no event later than ten (10) Business Days after the date of such written confirmation, any unauthorized, erroneous, unreceived or improperly executed payment. BB&T and the Lessee agree that ten (10) Business Days is a reasonable time for the detection and reporting to BB&T of such information. After that time, all items on the written confirmation will be considered correct and the Lessee will be precluded from recovering from BB&T if such wire transfer identified in the written confirmation was actually made by BB&T. For the avoidance of doubt, any such writings can be provided electronically.

Section 8.05. Unauthorized Payments. Notwithstanding any other provision herein, if a Disbursement has been verified by a representative of the Lessee pursuant to Section 8.02, it shall be binding on the Lessee if BB&T acted in good faith in making such Disbursement.

Section 8.06. Recordation. BB&T may record any telephone conversation between BB&T and a representative of the Lessee in order to reduce the risk of unauthorized or erroneous transfers. BB&T may retain such recordings for as long as BB&T may deem necessary.

Section 8.07. Applicable Law. All wire transfer orders are governed by Division 11 of the UCC, except as any provisions thereof that may be and are modified by the terms hereof. If any part of the applicable wire transfer order involves the use of the Fedwire, the rights and obligations of BB&T and the Lessee regarding that wire transfer order are governed by Regulation J of the Federal Reserve Board.

ARTICLE IX
MISCELLANEOUS

Section 9.01. Notices.

(a) Any communication required or permitted by this Agreement must be in writing.

(b) Any communication under this Agreement shall be sufficiently given and deemed given when delivered by hand, on the date shown on a certified mail receipt, or delivery receipt from a national commercial package delivery service or five days after being mailed by first-class mail, postage prepaid, if addressed as follows:

(i) If to the Lessee, to City of Placentia, California, 401 E. Chapman Avenue, Placentia, California 92870 Attention: Finance Officer; or

(ii) If to BB&T, to Branch Banking and Trust Company, 5130 Parkway Plaza Boulevard, Charlotte, North Carolina 28217, Attention: Governmental Finance.

(c) Any addressee may designate additional or different addresses for communications by notice given under this Section to each of the others.

Section 9.02. No Assignments by Lessee. The Lessee shall not sell or assign any interest in this Agreement.

Section 9.03. Assignments by BB&T. BB&T may, at any time and from time to time, assign all or any part of its interest in the Security Property or this Agreement, including, without limitation, BB&T's rights to receive Required Payments. Any assignment made by BB&T or any subsequent assignee shall not purport to convey any greater interest or rights than those held by BB&T pursuant to this Agreement.

The Lessee agrees that this Agreement may become part of a pool of obligations at BB&T's or its assignee's option. BB&T or its assignees may assign or reassign all or any part of this Agreement, including the assignment or reassignment of any partial interest through the use of certificates evidencing participation interests in this Agreement. Notwithstanding the foregoing, no assignment or reassignment of BB&T's interest in the Equipment or this Agreement shall be effective unless and until the Lessee shall receive a duplicate original counterpart of the document by which such assignment or reassignment is made disclosing the name and address of each such assignee.

The Lessee further agrees that BB&T's interest in this Agreement may be assigned in whole or in part upon terms which provide in effect that the assignor or assignee will act as a collection and paying agent for any holders of certificates of participation in this Agreement, provided the Lessee receives a copy of such agency contract and such collection and paying agent covenants and agrees to maintain for the full remaining term of this Agreement a written record of each assignment and reassignment of such certificates of participation.

The Lessee agrees to execute any document reasonably required in connection with any assignment. Any assignor must provide notice of any assignment to the Lessee, and the Lessee shall keep a complete and accurate record of all assignments as required by the Code. After the giving of any such notice, the Lessee shall thereafter make all payments in accordance with the notice to the

assignee named therein and shall, if so requested, acknowledge such assignment in writing, but such acknowledgment shall in no way be deemed necessary to make the assignment effective.

Section 9.04. Amendments. No term or provision of this Agreement may be amended, modified or waived without the prior written consent of the Lessee and BB&T.

Section 9.05. Governing Law. The Lessee and BB&T intend that State law shall govern this Agreement.

Section 9.06. Liability of Officers and Agents. No officer, agent or employee of the Lessee shall be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated by this Agreement. Such officers or agents shall be deemed to execute such documents in their official capacities only, and not in their individual capacities. This Section shall not relieve an officer, agent or employee of the Lessee from the performance of any official duty provided by law.

Section 9.07. Severability. If any provision of this Agreement shall be determined to be unenforceable, that shall not affect any other provision of this Agreement.

Section 9.08. Non-Business Days. If the date for making any payment or the last day for performance of any act or the exercising of any right shall not be a Business Day, such payment shall be made or act performed or right exercised on or before the next preceding Business Day.

Section 9.09. Entire Agreement. This Agreement constitutes the Lessee's entire agreement with respect to the general subject matter covered by this Agreement.

Section 9.10. Binding Effect. Subject to the specific provisions of this Agreement, and in particular, Section 9.03 hereof, this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

Section 9.11. **Fees and Expenses.** The fees and disbursements of counsel to the Lessee, the fees and disbursements of the municipal advisors to the Lessee, fees and charges of the Depository Bank, fees of the California Debt and Investment Advisory Commission, fees of counsel to the BB&T and other miscellaneous expenses of the Lessee incurred in connection with the offering and delivery of this Agreement shall all be the obligation of the Lessee. BB&T shall have no responsibility for any expenses associated with this Agreement, including, but not limited to, the expenses identified above as the obligation of the Lessee.

[Remainder of Page Left Blank]

IN WITNESS WHEREOF, the parties have duly signed, sealed and delivered this Agreement by duly authorized officers, all as of the date first above written.

(SEAL)

Attest:

By: _____
Printed Name:
Title:

CITY OF PLACENTIA, CALIFORNIA

By: _____

Printed Name:
Title:

BRANCH BANKING AND TRUST COMPANY

By: _____
Printed Name:
Title:

[Lease Agreement dated August 27, 2019, between the City of Placentia, California and Branch Banking and Trust Company]

EXHIBIT A -- PROJECT AND EQUIPMENT DESCRIPTION

Fire trucks and equipment as more particularly described in the Project Fund requisitions.

EXHIBIT B -- PAYMENT SCHEDULE

Bond Debt Service
City of Placentia, California Customer #9905000346 NAICS Code 921140
Fire Trucks and Equipment Note 00002
Dated Date 11/25/2019

Delivery Date 11/25/2019

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service	Bond Balance	Total Bond Value
11/25/2019						$1,795,000.00	$1,795,000.00
8/1/2020	$ 75,496.16	$ 0.03	$ 32,504.46	$ 108,000.62		$1,719,503.84	$1,719,503.84
2/1/2021	$ 85,217.19	$ 0.03	$ 22,783.43	$ 108,000.62		$1,634,286.65	$1,634,286.65
6/30/2021					$ 216,001.23	$1,634,286.65	$1,634,286.65
8/1/2021	$ 86,346.32	$ 0.03	$ 21,654.30	$ 108,000.62		$1,547,940.33	$1,547,940.33
2/1/2022	$ 87,490.41	$ 0.03	$ 20,510.21	$ 108,000.62		$1,460,449.92	$1,460,449.92
6/30/2022					$ 216,001.24	$1,460,449.92	$1,460,449.92
8/1/2022	$ 88,649.65	$ 0.03	$ 19,350.96	$ 108,000.61		$1,371,800.27	$1,371,800.27
2/1/2023	$ 89,824.26	$ 0.03	$ 18,176.35	$ 108,000.61		$1,281,976.01	$1,281,976.01
6/30/2023					$ 216,001.23	$1,281,976.01	$1,281,976.01
8/1/2023	$ 91,014.43	$ 0.03	$ 16,986.18	$ 108,000.61		$1,190,961.58	$1,190,961.58
2/1/2024	$ 92,220.38	$ 0.03	$ 15,780.24	$ 108,000.62		$1,098,741.20	$1,098,741.20
6/30/2024					$ 216,001.23	$1,098,741.20	$1,098,741.20
8/1/2024	$ 93,442.29	$ 0.03	$ 14,558.32	$ 108,000.61		$1,005,298.91	$1,005,298.91
2/1/2025	$ 94,680.41	$ 0.03	$ 13,320.21	$ 108,000.62		$ 910,618.50	$ 910,618.50
6/30/2025					$ 216,001.23	$ 910,618.50	$ 910,618.50
8/1/2025	$ 95,934.92	$ 0.03	$ 12,065.70	$ 108,000.62		$ 814,683.58	$ 814,683.58
2/1/2026	$ 97,206.06	$ 0.03	$ 10,794.56	$ 108,000.62		$ 717,477.52	$ 717,477.52
6/30/2026					$ 216,001.23	$ 717,477.52	$ 717,477.52
8/1/2026	$ 98,494.04	$ 0.03	$ 9,506.58	$ 108,000.62		$ 618,983.48	$ 618,983.48
2/1/2027	$ 99,799.08	$ 0.03	$ 8,201.53	$ 108,000.61		$ 519,184.40	$ 519,184.40
6/30/2027					$ 216,001.23	$ 519,184.40	$ 519,184.40
8/1/2027	$ 101,121.42	$ 0.03	$ 6,879.19	$ 108,000.61		$ 418,062.98	$ 418,062.98
2/1/2028	$ 102,461.28	$ 0.03	$ 5,539.33	$ 108,000.61		$ 315,601.70	$ 315,601.70
6/30/2028					$ 216,001.23	$ 315,601.70	$ 315,601.70
8/1/2028	$ 103,818.89	$ 0.03	$ 4,181.72	$ 108,000.61		$ 211,782.81	$ 211,782.81
2/1/2029	$ 105,194.49	$ 0.03	$ 2,806.12	$ 108,000.61		$ 106,588.32	$ 106,588.32
6/30/2029					$ 216,001.22	$ 106,588.32	$ 106,588.32
8/1/2029	$ 106,588.32	$ 0.03	$ 1,412.30	$ 108,000.62			
6/30/2030					$ 108,000.62		
	$1,795,000.00		$257,011.69	$2,052,011.69	$2,052,011.69		

EXHIBIT C – FORM OF PROJECT FUND REQUISITION

[TO BE PREPARED ON LESSEE'S LETTERHEAD FOR SUBMISSION]

PROJECT FUND REQUISITION

[Date] _____

Email requisitions to: GFProjectfunds@bbandt.com

Requisition Team
Branch Banking and Trust Company
Direct Dial: (252) 296-0452 or (252) 296-0653

RE: Request for disbursement of funds from the Project Fund related to Contract No. 9905000346-00002 with the City of Placentia, California dated November 25, 2019

To Whom It May Concern,

Pursuant to the terms and conditions of the Lease Agreement dated as of November 25, 2019 (the "Contract") between the City of Placentia, California (the "Lessee") and Branch Banking and Trust Company, the Lessee requests the disbursement of funds from the Project Fund established under the Agreement for the following Project Costs:

This is requisition number ____ from the Project Fund.

Disbursements will be to the City of Placentia, California via wire transfer from a deposit account maintained at Banc of California.

Amount: $_____

Attach copies of applicable vendor invoices and copies of Certificates of Origin or Titles of expenditures to requisition when submitting.

Project Description:

Location of Equipment/Project:

Physical address of Lessee: City of Placentia, California, 401 E. Chapman Avenue, Placentia, California 92870 Attention: Finance Officer

The Lessee makes this requisition pursuant to the following representations:

1. The Lessee has appropriated in its current fiscal year funds sufficient to pay the Base Payments and estimated Additional Payments due in the current Fiscal Year.

2. The purpose of this disbursement is for partial payment of the cost of the Project provided for under the Agreement referenced above.

3. The requested disbursement has not been subject to any previous requisition.

4. No notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable herein to any of the persons, firms or corporations named herein has been received, or if any notice of any such lien, attachment or claim has been received, such lien, attachment or claim has been released or discharged or will be released or discharged upon payment of this requisition.

5. This requisition contains no items representing payment on account of any percentage entitled to be retained on the date of this requisition.

6. No Event of Default is continuing under the Agreement, and no event or condition is existing which, with notice or lapse of time or both, would become an Event of Default.

7. The Lessee shall allow BB&T to deliver and file, or cause to be filed, any Uniform Commercial Code financing statements with respect to the Project or portion of the Project that BB&T may request to evidence its security interest.

8. The Lessee has in place insurance on this portion of the Project that complies with the insurance provisions of the Agreement.

9. Each amount requested for payment in this requisition either (a) represents a reimbursement to the Lessee for a Project Cost expenditure previously made, and such reimbursement complies with the provisions of the Code (generally, an issuer may reimburse a prior expenditure out of tax-exempt bond proceeds if (i) the issuer has declared its "official intent" to reimburse the expenditure no later than 60 days after the date the expenditure is paid *and* (ii) the expenditure is being reimbursed no later than the end of the permitted "reimbursement period" of at least 18 months, and at most 3 years, from the date the expenditure was paid), or (b) will be used by the Lessee promptly upon the receipt of funds from BB&T to make payments for Project Costs to third parties described in this requisition.

Capitalized terms used in this requisition have the meanings ascribed in the Agreement.

Attached is evidence that the amounts shown in this requisition are properly payable at this time, such as bills, receipts, invoices, architects' payment certifications or other appropriate documents.

IF REQUEST IS FINAL REQUEST, CHECK HERE ☐.

CITY OF PLACENTIA, CALIFORNIA

By:_____

Printed Name:_____

Title:_____

EXHIBIT D – FORM OF CERTIFICATE
DESIGNATING LESSEE REPRESENTATIVES

In accordance with the terms of the Lease Agreement dated November 25, 2019 (the "Agreement") between the City of Placentia, California (the "Lessee") and Branch Banking and Trust Company ("BB&T"), the Lessee designates the following persons as Lessee Representatives authorized to sign requisitions to withdraw funds from the Project Fund account (as such terms are defined in the Agreement):

Printed Name:	Signature:
_____	_____
_____	_____
_____	_____
_____	_____

The Lessee may designate additional Lessee Representatives to sign requisitions upon written notification to BB&T.

City of Placentia, California

_____
Name:
Title:

RESOLUTION NO. R-2019-65

A RESOLUTION OF THE CITY OF PLACENTIA AUTHORIZING A LEASE AGREEMENT WITH BRANCH BANKING AND TRUST COMPANY FOR THE ACQUISITION OF NEW FIRE APPARATUS AND OTHER FIRE RELATED CAPITAL EQUIPMENT

A. Recitals

(i). On June 4, 2019, the Placentia City Council voted to create the Placentia Fire and Life Safety Department and authorized the City Administrator to take the necessary steps to fully staff and equip the new department to begin work on July 1, 2020; and

(ii). The Placentia City Council has determined that a true and urgent need exists for the acquisition of various fire apparatus tools, equipment, supplies, materials, command staff and support vehicles, as well as other capital equipment necessary to fully operationalize a modern fire department, as described in the staff report, in the attachments and at this meeting (hereinafter collectively the "Equipment"); and

(iii). The City has negotiated financing for the lease and subsequent purchase of the apparatus and the installation of additional tools and equipment on apparatus recently ordered with Branch Banking and Trust Company; and

(iv). A Lease Agreement for financing the acquisition of the apparatus, equipment, tools and installation thereof has been prepared and is attached as Attachment 1, and

(v). The Lease Agreement established the amount of principal of $1,795,000, establishes periodic payments by the City, and a total debt service during the term of the agreement in the amount of $2,053,643.53.

B. Resolution

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLACENTIA DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

1. The Equipment, as defined above, is essential to the function of the City of Placentia Fire and Life Safety Department and the services to be provided to our citizens, that we have an immediate need for the Equipment which is not temporary or expected to diminish in the foreseeable future; and that the City will use substantially all of the Equipment for the purpose of performing one or more of our governmental or proprietary functions consistent with the permissible scope of our authority.
2. All prior actions taken by City staff to secure financing of the Equipment with Branch Banking and Trust Company for the acquisition of the Equipment are ratified.

ATTACHMENT 2

3. The City Administrator or his designee is hereby authorized to enter into a lease agreement, Attachment 1, with Branch Banking and Trust Company for an amount not to exceed $1,795,000, to finance the cost of the Equipment, including additional one-time capital equipment and related costs, and the cost of issuing the debt, at an interest rate not to exceed 2.65% over a term of 10 years, and in a form approved by the City Attorney.
4. The City Administrator or his designee is hereby authorized to execute all contracts and documentation associated with the financing and acquisition of the fire apparatus, and to take such other action as incidental to finalizing the transaction and taking position of the fire apparatus and other related fire equipment.
5. The City Council of the City of Placentia designates the City Administrator and the City Clerk and/or his designees to execute and deliver, and to witness or attest, respectively, any related documents necessary to the consummation of this transaction, in forms to be approved by the City Attorney.

APPROVED and ADOPTED this 19th day of November 2019.

_____
Rhonda Shader, Mayor

ATTEST:

_____
Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert S. McKinnell, City Clerk of the City of Placentia do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 24th day of September 2019 by the following vote:

AYES:	Councilmembers:
NOES:	Councilmembers:
ABSENT:	Councilmembers:
ABSTAIN:	Councilmembers:

_____
Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

_____
Christian L. Bettenhausen, City Attorney

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "***Agreement***") is dated as of November 25, 2019, and is between the **CITY OF PLACENTIA, CALIFORNIA**, a public body of the California (the "***Lessee***"), and **BRANCH BANKING AND TRUST COMPANY** ("***BB&T***").

RECITALS:

The Lessee has the power to acquire such personal property as it may deem appropriate for carrying out its governmental and proprietary functions, and to acquire such property pursuant to lease agreements. This Agreement provides for BB&T to make available to the Lessee the sum of $1,795,000 to enable the Lessee to acquire the Equipment (as defined herein) by lease, and provides for securing the Lessee's obligations under this Agreement by creating certain security interests in favor of BB&T.

NOW THEREFORE, for and in consideration of the mutual promises in this Agreement, and other good and valuable consideration, the parties hereby agree as follows:

ARTICLE I
DEFINITIONS; INTERPRETATION

Unless the context clearly requires otherwise, capitalized terms used in this Agreement and not otherwise defined shall have the following meanings:

"***Additional Payments***" means any of BB&T's reasonable and customary fees and expenses related to the transactions contemplated by this Agreement, any of BB&T's expenses (including attorneys' fees) in prosecuting or defending any action or proceeding in connection with this Agreement, any required license or permit fees, state and local sales and use or ownership taxes or property taxes which BB&T is required to pay as a result of this Agreement, inspection and re-inspection fees, and any other amounts payable by the Lessee (or paid by BB&T on the Lessee's behalf) as a result of its covenants under this Agreement (together with interest that may accrue on any of the above if the Lessee shall fail to pay the same, as set forth in this Agreement).

"***Amount Advanced***" has the meaning assigned in Section 2.02 hereof.

"***Base Payments***" means the rental payments payable by the Lessee pursuant to Section 3.01 hereof.

"***Bond Counsel Opinion***" means a written opinion (in form and substance acceptable to BB&T) of an attorney or firm of attorneys acceptable to BB&T.

"***Budget Officer***" means the Lessee officer or official from time to time charged with preparing the Lessee's draft budget as initially submitted to the Governing Board for its consideration.

"***Business Day***" means any day on which banks in the State are not by law authorized or required to remain closed.

"***Closing Date***" means the date on which this Agreement is first executed and delivered by the parties.

"***Code***" means the Internal Revenue Code of 1986, as amended, including regulations, rulings and revenue procedures promulgated thereunder or under the Internal Revenue Code of 1954, as amended, as applicable to the Lessee's obligations under this Agreement and all proposed (including temporary) regulations which, if adopted in the form proposed, would apply to such obligations. Reference to any specific Code provision shall be deemed to include any successor provisions thereto.

"Deposit Account Control Agreement" means the Deposit Account Control Agreement, dated as of September 1, 2019, among the Depository Bank, BB&T and the Lessee.

"Depository Bank" means Banc of California, National Association, its successors and assigns.

"***Equipment***" has the meaning assigned in Section 2.03 hereof, and is generally expected to include the personal property described on Exhibit A attached hereto.

"***Event of Default***" means one or more events of default as defined in Section 7.01 hereof.

"***Event of Nonappropriation***" means any failure by the Governing Board to adopt, by the first day of any Fiscal Year, a budget for the Lessee that includes an appropriation for Required Payments, or the Governing Board's amendment of an annual budget to remove an appropriation for Required Payments, in each case, as contemplated by Section 3.05 hereof.

"***Fiscal Year***" means the Lessee's fiscal year beginning July 1 or such other fiscal year as the Lessee may later lawfully establish.

"***Governing Board***" means the City Council of the Lessee as from time to time constituted.

"***Lessee***" means the City of Placentia, California

"***Lessee Representative***" means the Lessee's finance officer, investment officer or such other person or persons at the time designated, by a written certificate in the form of Exhibit D attached hereto furnished to BB&T and signed on the Lessee's behalf by the presiding officer of the Governing Board, to act on the Lessee's behalf for any purpose (or any specified purpose) under this Agreement.

"***Net Proceeds***," when used with respect to any amounts derived from claims made on account of insurance coverages required under this Agreement, any condemnation award arising out of the condemnation of all or any portion of the Equipment, or any amounts received in lieu or in settlement of any of the foregoing, means the amount remaining after deducting from the gross proceeds thereof all expenses (including attorneys' fees and costs) incurred in the collection of such

proceeds, and after reimbursement to the Lessee or BB&T for amounts previously expended to remedy the event giving rise to such payment or proceeds.

"***Prime Rate***" means the interest rate so denominated and set by Branch Banking & Trust Company of North Carolina (whether or not such bank, or any affiliate thereof, is at any time the counterparty to this Agreement) as its "Prime Rate," as in effect from time to time.

"***Project Costs***" means all costs of the acquiring, installing and equipping of the Equipment as determined in accordance with generally accepted accounting principles and that will not adversely affect the exclusion from gross income for federal income tax purposes of the designated interest component of Base Payments payable by the Lessee under this Agreement, including (a) sums required to reimburse the Lessee or its agents for advances made for any such costs, (b) interest during the period of the acquisition, installation and equipping of the Equipment and for up to six months thereafter, and (c) all costs related to the financing of the Equipment through this Agreement and all related transactions.

"***Project Fund***" means the Deposit Account, as defined in the Deposit Account Control Agreement.

"***Required Payments***" means Base Payments and Additional Payments.

"***Security Property***" means the Equipment and all amounts on deposit from time to time in the Project Fund.

"***State***" means the State of California.

"***UCC***" means the Uniform Commercial Code or any successor law as in effect from time to time in the State.

All references in this Agreement to designated "Sections" and other subdivisions are to the designated sections and other subdivisions of this Agreement. The words "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Section or other subdivision unless the context indicates otherwise. Words importing the singular number shall include the plural number and vice versa.

ARTICLE II
LEASE; ADVANCE; SECURITY

Section 2.01. Lease. BB&T hereby leases to the Lessee, and the Lessee hereby leases from BB&T, the Equipment, for a term beginning on the Closing Date and ending upon final payment of all Required Payments, unless this Agreement is earlier terminated as provided herein. The Lessee shall be entitled to possession of all property constituting any portion of the Equipment and may retain possession of all property constituting any portion of the Equipment so long as no Event of Default is continuing under this Agreement and no Event of Nonappropriation has occurred.

Section 2.02. Advance. BB&T shall advance $1,795,000 (the "***Amount Advanced***") to the Lessee by making a deposit of $1,795,000 on the Closing Date to the Project Fund as provided in Article IV herein, and the Lessee hereby accepts the Amount Advanced from BB&T.

Section 2.03. UCC Security Agreement.

(a) This Agreement is intended as and constitutes a security agreement pursuant to the UCC with respect to the Security Property, which is described as follows:

(i) all moneys on deposit from time to time in the Project Fund; and

(ii) all property acquired by the Lessee with funds advanced by BB&T pursuant to this Agreement, all personal property obtained in substitution or replacement for all or any portion of the foregoing, and all proceeds of the foregoing (collectively, the "***Equipment***").

The Lessee hereby grants to BB&T a security interest in the Security Property to secure the Required Payments.

(b) The Lessee shall allow BB&T to deliver and file, or cause to be filed, in such place or places as may be required by law, financing statements (including any continuation statements required by the UCC or determined appropriate by BB&T in its sole discretion) in such form as BB&T may reasonably require to perfect and continue the security interest in the Equipment and in the moneys on deposit from time to time in the Project Fund.

Section 2.04. Lessee's Limited Obligation.

(a) No provision of this Agreement shall be construed or interpreted as creating a pledge of the Lessee's full faith, credit or taxing power within the meaning of any constitutional debt limitation. No provision of this Agreement shall be construed or interpreted as an improper delegation of governmental powers or as a donation or a lending of the Lessee's credit within the meaning of the State constitution. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of the Lessee's moneys (other than the funds held under this Agreement or such funds as constitute proceeds as described in Section 2.03(a)(ii) of this Agreement), nor shall any provision of this Agreement restrict the future issuance of any of the Lessee's bonds or obligations payable from any class or source of the Lessee's moneys (except to the extent this Agreement restricts the incurrence of additional obligations secured by the Security Property).

(b) Nothing in this Section is intended to impair or prohibit execution on the Security Property if the Required Payments are not paid when due or otherwise upon the occurrence of an Event of Default under this Agreement.

Section 2.05. Lessee's Continuing Obligations. Except for an Event of Nonappropriation as described in Section 3.05 hereof, the Lessee shall remain liable for full performance of all its covenants under this Agreement (subject to the limitations described in Section 2.04 hereof), including payment of all Required Payments, notwithstanding the occurrence of any event or circumstances whatsoever, including any of the following:

(a) BB&T's waiver of any right granted or remedy available to it;

(b) The forbearance or extension of time for payment or performance of any obligation under this Agreement, whether granted to the Lessee, a subsequent owner of the Equipment or any other person;

(c) The release of all or part of the Security Property or the release of any party who assumes all or any part of such performance;

(d) Any act or omission by BB&T (but this provision does not relieve BB&T of any of its obligations under this Agreement);

(e) The sale of all or any part of the Equipment; or

(f) Another party's assumption of the Lessee's obligations under this Agreement.

ARTICLE III
LESSEE'S PAYMENT OBLIGATION AND RELATED MATTERS

Section 3.01. Rental; Purchase Option.

(a) As rental for the Equipment, the Lessee shall make Base Payments to BB&T in lawful money of the United States at the times and in the amounts set forth in Exhibit B attached hereto, except as otherwise provided in this Agreement. As indicated in Exhibit B, the Base Payments reflect the repayment of the Amount Advanced and include designated interest components.

(b) Upon payment of all the Base Payments and all Additional Payments, the Lessee may, at its option, purchase all of BB&T's interest in the Equipment, on an as-is, where-is basis, upon notice and payment to BB&T of the sum of Ten Dollars ($10.00). This option to purchase the Equipment is personal to the Lessee and is not assignable.

Section 3.02. Additional Payments. The Lessee shall pay all Additional Payments on a timely basis directly to the person or entity to which such Additional Payments are owed in lawful money of the United States.

Section 3.03. Prepayment. At its option on any scheduled payment date, the Lessee may prepay the outstanding principal component of the Amount Advanced (in whole but not in part), and thereby obtain ownership of all the Equipment free of this lease and BB&T's security interest in the Equipment, by paying (a) all Additional Payments then due and payable, (b) all interest accrued and unpaid to the prepayment date, and (c) 101% of the outstanding principal component of the Amount Advanced, in accordance with the provisions of Exhibit B attached hereto.

Section 3.04. Late Payments. If the Lessee fails to pay any Base Payment when due, the Lessee shall pay additional interest on the principal component of the late Base Payment at an annual

rate equal to the Prime Rate from the original due date, limited, however, to the maximum amount allowed by law.

Section 3.05. Appropriations.

(a) The Budget Officer shall include in the initial proposal for each of the Lessee's annual budgets the amount of all Base Payments and estimated Additional Payments coming due during the Fiscal Year to which such budget applies. Notwithstanding that the Budget Officer includes such an appropriation for Required Payments in a proposed budget, the Governing Board may determine not to include such an appropriation in the Lessee's final budget for such Fiscal Year.

(b) The Budget Officer shall deliver notification to BB&T within 15 days after the adoption of the annual budget if an amount equal to the Base Payments and estimated Additional Payments coming due during the next Fiscal Year has not been appropriated by the Lessee in such budget for such purposes.

(c) The actions required of the Lessee and its officers and/or officials pursuant to this Section shall be deemed to be and shall be construed to be in fulfillment of ministerial duties, and it shall be the duty of each and every Lessee officer and/or official to take such action and do such things as are required by law in the performance of the official duty of such officers and/or officials to enable the Lessee to carry out and perform the actions required pursuant to this Section and the remainder of this Agreement to be carried out and performed by the Lessee.

(d) Subject to its right of nonappropriation, the Lessee currently believes that it can obtain funds sufficient to pay all Required Payments when due.

(e) Notwithstanding any other provision of the Agreement to the contrary, if the Lessee fails to appropriate funds to pay the Required Payments for the next Fiscal Year to continue leasing of the Equipment, this Agreement shall terminate, shall create no further obligation of the Lessee as to subsequent Fiscal Years and shall be null and void. In such Event of Nonappropriation, the Lessee shall notify BB&T at least twenty (20) days prior to the end of the then current Fiscal Year. The Lessee shall not, in this sole event, be obligated to make any Required Payments beyond the end of such Fiscal Year. The happening of such occurrence shall be conclusively presumed from the Lessee's notification of BB&T or BB&T's assignee of such occurrence. In such Event of Nonappropriation, this Agreement shall terminate on the last day of the Fiscal Year for which appropriations were received without penalty or expense to the Lessee of any kind whatsoever. Subsequent to such termination of this Agreement, the Lessee shall have no continuing obligation to make Required Payments under this Agreement. No right of action or damages shall accrue to the benefit of BB&T or its assignee as to that portion of this Agreement which may so terminate. The provisions of this paragraph shall remain in full force and effect notwithstanding the failure of any party to comply with any provision of this Agreement and whether or not the Lessee is in default under this Agreement. The Lessee agrees to surrender possession of and title to the Equipment to BB&T or its assignee on the date of such termination. BB&T shall have all the rights and remedies to take possession of the Equipment and to sell, lease, or otherwise dispose of the Equipment as its own property without liability to the Lessee.

Section 3.06. No Abatement. There shall be no abatement or reduction of the Required Payments for any reason, including, but not limited to, any defense, recoupment, setoff, counterclaim, or any claim (real or imaginary) arising out of or related to the Equipment, except as expressly provided in this Agreement. The Lessee assumes and shall bear the entire risk of loss and damage to the Equipment from any cause whatsoever. The Required Payments shall be made in all events unless the Lessee's obligation to make Required Payments is terminated as otherwise provided in this Agreement.

Section 3.07. Interest Rate and Payment Adjustment. (a) "***Rate Adjustment Event***" means (i) any action by the Internal Revenue Service (including the delivery of a deficiency notice) or any other federal court or administrative body determining, or (ii) receipt by BB&T of an opinion of nationally recognized bond counsel to the effect, (A) that the interest component of Base Payments, or any portion thereof, is includable in any beneficiary's gross income for federal income tax purposes or (B) that the Lessee's obligations under this Agreement are not "qualified tax-exempt obligations" within the meaning of Code Section 265 (a "***265 Event***").

(b) Upon any Rate Adjustment Event, (i) the unpaid principal portion of the Amount Advanced shall continue to be payable on dates and in amounts as set forth in Exhibit B, but (ii) the interest components of the Base Payments shall be recalculated, at an interest rate equal to an annualized interest rate equal to the Prime Rate plus 2% (200 basis points), to the date (retroactively, if need be) determined pursuant to the Rate Adjustment Event to be the date interest became includable in any beneficiary's gross income for federal income tax purposes (or in the case of a 265 Event, retroactively to the Closing Date), limited, however, to the maximum interest rate allowed by law.

(c) The Lessee shall pay interest at such adjusted rate (subject to credit for interest previously paid) to each affected beneficiary, notwithstanding the fact that any particular beneficiary may not necessarily be a beneficiary to this Agreement on the date of a Rate Adjustment Event. The Lessee shall additionally pay to all affected counterparties any interest, penalties or other charges assessed against or payable by such beneficiary and attributable to a Rate Adjustment Event notwithstanding the prior repayment of the entire Amount Advanced or any transfer to another beneficiary.

ARTICLE IV
PROJECT FUND

Section 4.01. Project Fund. Pursuant to Section 2.02, on the Closing Date, BB&T shall deposit $1,795,000 into the Project Fund, which shall be held separate and apart from all other funds or accounts of the Lessee. The Project Fund is the Lessee's property, but the Lessee may withdraw amounts on deposit in the Project Fund only as provided herein and only for application from time to time to the payment of Project Costs or otherwise as permitted by Section 4.03 hereof. Pending such application, such amounts shall be subject to a lien and charge in favor of BB&T to secure the Lessee's obligations hereunder.

Section 4.02. Requisitions from Project Fund. The Lessee may withdraw funds from the Project Fund only after authorization from BB&T. BB&T shall authorize the disbursement of

funds from the Project Fund only to the Lessee and only upon its receipt of one or more written requisitions in the form set forth in Exhibit C attached hereto signed by a Lessee Representative. The Lessee shall submit its signed requisitions in pdf format by electronic transmission at the email address contained in the requisition form.

Upon receipt of a requisition from the Lessee, BB&T shall undertake such review of the matters referred to in such requisition as it shall deem appropriate, and within seven (7) Business Days after such receipt shall notify the Lessee if it does not approve the requisition with the reasons for its disapproval. BB&T has no obligation to make a review and any review by BB&T is only for BB&T's benefit. BB&T shall not unreasonably withhold payment of any requisition.

Section 4.03. Disposition of Project Fund Balance. (a) Promptly after the acquisition of the Equipment, and when the Lessee has withdrawn from the Project Fund all of the funds needed to acquire the Equipment, the Lessee shall deliver to BB&T a written certificate of completion executed by a Lessee Representative stating that (i) the Equipment has been acquired, (ii) there are no mechanic's or other liens against the Equipment for labor or materials furnished in connection with the acquisition of the Equipment, and (iii) no further funds will be requisitioned from the Project Fund to pay Project Costs. BB&T may then withdraw any balance remaining in the Project Fund (and not required to be retained to pay Project Costs incurred but not yet paid) and apply such amount as provided in subsection (d) of this Section.

(b) Upon the occurrence of an Event of Default, BB&T may withdraw any balance remaining in the Project Fund and apply such amount as provided in subsection (d) of this Section.

(c) If (i) more than three years have elapsed from the Closing Date or (ii) at least six months have elapsed from BB&T's most recent receipt of a requisition for Project Costs, then BB&T, upon 30 days' notice from BB&T to the Lessee, may withdraw any balance remaining in the Project Fund and apply such amount as provided in subsection (d) of this Section.

(d) BB&T may apply any amounts withdrawn from the Project Fund pursuant to this Section in the following order: (i) to the payment of any Additional Payments then due to BB&T under this Agreement, (ii) to the payment of any interest accrued to the Project Fund disposition date that is then due and payable, (iii) to the payment of any principal amount then due and payable, (iv) to the prepayment of principal and accrued interest in accordance with the prepayment provisions of this Agreement, and (v) to the payment of future Base Payments in inverse order of maturity; provided, however, that (1) at the option of BB&T, BB&T may deliver funds held in the Project Fund to the Lessee to be applied to additional Project Costs or future debt service payments, and (2) in no event will BB&T apply any funds in the manner set forth herein if it is advised in an opinion of bond counsel provided by the Lessee that such a use of funds could adversely affect the exclusion from gross income for federal income tax purposes of the interest component of Base Payments. Any prepayment pursuant to this Section shall not affect any other Lessee payment obligation hereunder. BB&T shall notify the Lessee of any withdrawal from the Project Fund made under this Section, and in the notice shall describe its application of the funds so withdrawn.

Section 4.04. Investment. (a) The Lessee and BB&T agree that money in the Project Fund will be continuously invested and reinvested in a public funds money rate savings account, as directed by BB&T, that meets the requirements for the investment of public funds under State law.

(b) From and after the date that is three years from the Closing Date, the Lessee and BB&T agree that money in the Project Fund will not be invested at a "yield," as determined under the Code, in excess of the "yield" on the Lessee's obligations under this Agreement, unless the Lessee has supplied BB&T with an opinion of bond counsel to the effect that such investment will not adversely affect the exclusion from gross income for federal income tax purposes to which the interest components of Base Payments would otherwise be entitled.

(c) Investment obligations acquired with money in the Project Fund shall be deemed at all times to be part of the Project Fund. The interest accruing thereon and any profit or loss realized upon the disposition or maturity of any such investment shall be credited to or charged against the Project Fund.

(d) All earnings on moneys in the Project Fund shall be used for Project Costs or otherwise applied in accordance with Section 4.03 hereof.

Section 4.05. Public Funds Money Rate Savings Account. The Project Fund shall be created and held by the Depository Bank as a public funds money rate savings account or the equivalent. All earnings on moneys in the Project Fund shall be used for Project Costs or otherwise applied in accordance with Section 4.03 hereof.

ARTICLE V
LESSEE'S COVENANTS, REPRESENTATIONS AND WARRANTIES

Section 5.01. Indemnification. To the extent permitted by law, the Lessee shall indemnify, protect and save BB&T and its officers and directors harmless from all liability, obligations, losses, claims, damages, actions, suits, proceedings, costs and expenses, including attorneys' fees, arising out of, connected with, or resulting directly or indirectly from the Equipment or the transactions contemplated by this Agreement, including without limitation the possession, condition or use of the Equipment. The indemnification arising under this Section shall survive the Agreement's termination.

Section 5.02. Covenant as to Tax Exemption. (a) The Lessee covenants that it will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income for federal income taxation purposes of the interest portion of the obligation created by this Agreement under Section 103 of the Code. In particular, the Lessee covenants that it will not directly or indirectly use or permit the use of any proceeds of any fund created under this Agreement, any funds of the Lessee or any property financed or refinanced with funds provided to the Lessee under this Agreement, or otherwise take or omit to take any action, that would cause the obligation created by this Agreement to be an "arbitrage bond" within the meaning of Section 148(a) of the Code or a "private activity bond" under Section 141 of the Code. The Lessee will maintain books on which will be recorded (i) BB&T or (ii) any assignee of the Base Payments due under this Agreement, as the registered owner of such Base Payments. To that end, the Lessee has executed the Use of Proceeds Certificate dated as of the date hereof (the "***Use of Proceeds Certificate***") and will comply with all requirements of Section 141 and Section 148 of the Code to the extent applicable.

(b) The Lessee hereby represents and warrants that its representations and warranties in the Use of Proceeds Certificate with respect to its investment and use of funds provided under this Agreement, and its use of any property financed or refinanced with funds provided under this Agreement, are true, correct and complete.

(c) Without limiting the generality of the foregoing, the Lessee agrees that there shall be paid from time to time all amounts required to be rebated to the United States of America pursuant to Section 148(f) of the Code and any temporary, proposed or final Treasury Regulations as may be applicable to the obligation created by this Agreement from time to time. This covenant shall survive the termination of this Agreement.

(d) Notwithstanding any provision of this Section, if the Lessee shall provide to BB&T a Bond Counsel Opinion to the effect that any action required under this Section or the Use of Proceeds Certificate is no longer required, or to the effect that some further action is required, to maintain the exclusion from gross income of the interest on the obligation created by this Agreement pursuant to Section 103 of the Code, the Lessee and BB&T may rely conclusively on such opinion in complying with the provisions thereof.

(e) To the extent permitted by law, the Lessee hereby designates and authorizes BB&T and its employees as its agents and attorneys-in-fact of the Lessee for the purpose of preparing and filing with the IRS a form 8038-G (or other form required under Section 149(e) of the Code) with respect to this Agreement.

(f) The Lessee acknowledges that its personnel must be familiar with the arbitrage rebate rules because the tax-exempt status of the interest on the Base Payments depends upon continuing compliance with such rules. The Lessee therefore covenants to take all reasonable action to assure that Lessee personnel responsible for the investment of and accounting for financing proceeds comply with such rules.

(g) The Lessee represents that the aggregate face amount of all tax-exempt obligations issued by the Lessee during the current calendar year does not, and will not, exceed $10,000,000. The Lessee also represents that it has designated each of the Base Payments under this Agreement as a "qualified tax-exempt obligation" for the purposes of the Code.

Section 5.03. Validity of Organization and Acts. The Lessee is validly organized and existing under State law, has full power to enter into this Agreement and has duly authorized and has obtained all required approvals and all other necessary acts required prior to the execution and delivery of this Agreement. This Agreement is a valid, legal and binding obligation of the Lessee.

Section 5.04. Maintenance of Existence. The Lessee shall maintain its existence, shall continue to be a local governmental unit of the State, validly organized and existing under State law, and shall not consolidate with or merge into another local governmental unit of the State, or permit one or more other local governmental units of the State to consolidate with or merge into it, unless the local governmental unit thereby resulting assumes the Lessee's obligations under this Agreement.

Section 5.05. Acquisition of Permits and Approvals. All permits, consents, approvals or authorizations of all governmental entities and regulatory bodies, and all filings and notices required on the Lessee's part to have been obtained or completed as of today in connection with the authorization, execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement and the acquisition, installation and equipping of the Equipment have been obtained and are in full force and effect, and there is no reason why any future required permits, consents, approvals, authorizations or orders cannot be obtained as needed.

Section 5.06. No Breach of Law or Contract. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated by this Agreement, nor the fulfillment of or compliance with the terms and conditions of this Agreement, (a) to the best of the Lessee's knowledge, constitutes a violation of any provision of law governing the Lessee or (b) results in a breach of the terms, conditions or provisions of any contract, agreement or instrument or order, rule or regulation to which the Lessee is a party or by which the Lessee is bound.

Section 5.07. No Litigation. There is no litigation or any governmental administrative proceeding to which the Lessee (or any official thereof in an official capacity) is a party that is pending or, to the best of the Lessee's knowledge after reasonable investigation, threatened with respect to (a) the Lessee's organization or existence, (b) its authority to execute and deliver this Agreement or to comply with the terms of this Agreement, (c) the validity or enforceability of this Agreement or the transactions contemplated by this Agreement, (d) the title to office of any Governing Board member or any other Lessee officer or official, (e) any authority or proceedings relating to the Lessee's execution or delivery of this Agreement, or (f) the undertaking of the transactions contemplated by this Agreement.

Section 5.08. No Current Default or Violation. (a) The Lessee is not in violation of any existing law, rule or regulation applicable to it, (b) the Lessee is not in default under any contract, other agreement, order, judgment, decree or other instrument or restriction of any kind to which the Lessee is a party or by which it is bound or to which any of its assets are subject, including this Agreement, and (c) no event or condition has happened or existed, or is happening or existing, under the provisions of any such instrument, including this Agreement, which constitutes or which, with notice or lapse of time, or both, would constitute an event of default hereunder or thereunder.

Section 5.09. No Misrepresentation. No representation, covenant or warranty by the Lessee in this Agreement is false or misleading in any material respect.

Section 5.10. Environmental Warranties.

(a) The Lessee warrants and represents to BB&T that, to the best of the Lessee's knowledge after thorough investigation, the Equipment is not now and has not ever been used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process Hazardous Materials (defined below).

(b) The Lessee covenants that the Equipment shall be kept free of Hazardous Materials and shall not be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process Hazardous Materials, except in connection with the normal

maintenance and operation of the Equipment, and the Lessee shall not cause or permit, as a result of any intentional or unintentional act or omission on the part of the Lessee or any lessee, the release of Hazardous Materials onto the Equipment or suffer the presence of Hazardous Materials on the Equipment, except in connection with the normal maintenance and operation of the Equipment.

(c) The Lessee shall comply with, and ensure compliance by all users and lessees with, all applicable federal, State and local laws, ordinances, rules and regulations with respect to Hazardous Materials and shall keep the Equipment free and clear of any liens imposed pursuant to such laws, ordinances, rules and regulations. If the Lessee receives any notices from any governmental agency or any lessee with regard to Hazardous Materials on, from or affecting the Equipment, the Lessee shall immediately notify BB&T. The Lessee shall conduct and complete all investigations, studies, sampling and testing and all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials, on, from or affecting the Equipment in accordance with all applicable federal, State and local laws, ordinances, rules, regulations and policies and to BB&T's satisfaction.

(d) "***Hazardous Materials***" means any explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials, asbestos or any materials containing asbestos, or any other substance or material as defined by any federal, State or local environmental law, ordinance, rule or regulation including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. sections 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. sections 1801 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. sections 9601 et seq.), and the regulations adopted and publications promulgated pursuant thereto.

(e) To the extent permitted by law, the Lessee shall indemnify and hold BB&T harmless from and against (i) any and all damages, penalties, fines, claims, liens, suits, liabilities, costs (including clean-up costs), judgments and expenses (including attorneys', consultants' or experts' fees and expenses) of every kind and nature suffered by or asserted against BB&T as a direct or indirect result of any warranty or representation made by the Lessee in subsections (a) through (c) of this Section being false or untrue in any material respect, or (ii) any requirement under any law, regulation or ordinance, local, State or federal, which requires the elimination or removal of any hazardous materials, substances, wastes or other environmentally regulated substances by BB&T or the Lessee or any transferee or assignee BB&T or the Lessee.

(f) The Lessee's obligations under this Section shall continue in full force and effect notwithstanding full payment of the Required Payments or execution on the security interests created under this Agreement.

Section 5.11. Further Instruments. Upon BB&T's request, the Lessee shall execute, acknowledge and deliver such further instruments reasonably necessary or desired by BB&T to carry out the purposes of this Agreement or any other document related to the transactions contemplated by this Agreement, and subject to the liens and security interests hereof and thereof all or any part of

the Security Property intended to be given or conveyed hereunder or thereunder, whether now given or conveyed or acquired and conveyed subsequent to the date of this Agreement.

Section 5.12. BB&T's Advances for Performance of Lessee's Obligations. If the Lessee fails to perform any of its obligations under this Agreement, BB&T is hereby authorized, but not obligated, to perform such obligation or cause it to be performed. All expenditures incurred by BB&T (including any advancement of funds for payment of taxes, insurance premiums or other costs of maintaining the Equipment, and any associated legal or other expenses, together with interest at the Prime Rate), shall be secured as Additional Payments under this Agreement. The Lessee promises to pay all such amounts to BB&T immediately upon demand.

Section 5.13. Equipment Will Be Used and Useful. The acquisition, installation and equipping of the Equipment is necessary and expedient for the Lessee, and will perform essential functions of the Lessee appropriate for units of local government. The Lessee has an immediate need for, and expects to make immediate use of, all of the Equipment, and does not expect such need or use to diminish in any material respect during the term of the Agreement. The Equipment will not be used in any private business or put to any private business use.

Section 5.14. Financial Information.

(a) The Lessee shall send to BB&T a copy of the Lessee's audited financial statements for each Fiscal Year within 30 days of the Lessee's acceptance of such statements, but in any event within 270 days of the completion of such Fiscal Year.

(b) The Lessee shall furnish BB&T, at such reasonable times as BB&T shall request, all other financial information (including, without limitation, the Lessee's annual budget as submitted or approved) as BB&T may reasonably request. The Lessee shall permit BB&T or its agents and representatives to inspect the Lessee's books and records and make extracts therefrom.

Section 5.15. Taxes and Other Governmental Charges. The Lessee shall pay, as Additional Payments, the full amount of all taxes, assessments and other governmental charges lawfully made by any governmental body during the term of this Agreement. With respect to special assessments or other governmental charges which may be lawfully paid in installments over a period of years, the Lessee shall be obligated to provide for Additional Payments only for such installments as are required to be paid during the Agreement term. The Lessee shall not allow any liens for taxes, assessments or governmental charges with respect to the Equipment or any portion thereof to become delinquent (including, without limitation, any taxes levied upon the Equipment or any portion thereof which, if not paid, will become a charge on any interest in the Equipment, including BB&T's interest, or the rentals and revenues derived therefrom or hereunder).

Section 5.16. Lessee's Insurance.

(a) The Lessee shall, at its own expense, acquire, carry and maintain broad-form extended coverage property damage insurance with respect to all Equipment in an amount equal to the actual cash value of the Equipment. Such property damage insurance shall include BB&T as loss payee.

Any Net Proceeds of the insurance required by this subsection (a) shall be payable as provided in Section 6.15 hereof.

(b) The Lessee shall, at its own expense, acquire, carry and maintain comprehensive general liability insurance (and auto liability insurance, if applicable) in accordance with State statute or as customarily held by similar entities in the State.

(c) The Lessee shall also maintain workers' compensation insurance issued by a responsible carrier authorized under State law to insure the Lessee against liability for compensation under applicable State law as in effect from time to time.

(d) All insurance shall be maintained with generally recognized responsible insurers in accordance with State law and may carry reasonable deductible or risk-retention amounts.

(e) BB&T shall not be responsible for the sufficiency or adequacy of any required insurance and shall be fully protected in accepting payment on account of such insurance or any adjustment, compromise or settlement of any loss agreed to by BB&T.

(g) Upon request by BB&T, the Lessee shall deliver to BB&T a certificate stating that the risk coverages required by this Agreement are in effect, and stating the carriers, policy numbers, coverage limits and deductible or risk-retention amounts for all such coverages, and listing BB&T as loss payee.

ARTICLE VI
THE EQUIPMENT

Section 6.01. Acquisition, Installation and Equipping. The Lessee shall comply with all provisions of law applicable to the acquisition of the Equipment, accept all portions of the Equipment when properly delivered, and provide for the proper installation and equipping thereof and thereafter promptly place each such portion in service.

Section 6.02. Changes in Location. The Lessee shall promptly inform BB&T if any component of the Equipment shall be moved from the location designated for such Equipment at the time of its acquisition.

Section 6.03. Acquisition and Installation within Funds Available. The Lessee represents that, based upon its examination of the plans and specifications for the Equipment, estimated installation costs and the Equipment's anticipated configuration, the Equipment can be acquired and installed for a total price within the total amount of funds to be available therefor in the Project Fund, income anticipated to be derived from the investment thereof and other funds previously identified and designated for such purposes. If the total amount available for such purposes in the Project Fund shall be insufficient to pay the entire cost of acquiring and installing the Equipment, the Lessee promises to pay any such excess costs, with no resulting reduction or offset in the amounts otherwise payable by the Lessee under this Agreement.

Section 6.04. Disclaimer of Warranties. The Lessee agrees that BB&T has not designed the Equipment, that BB&T has not supplied any plans or specifications with respect thereto and that BB&T (a) is not a manufacturer of, nor a dealer in, any of the component parts of the Equipment or similar equipment, (b) has not made any recommendation, given any advice nor taken any other action with respect to (i) the choice of any supplier, vendor or designer of, or any other contractor with respect to, the Equipment or any component part thereof or any property or rights relating thereto, or (ii) any action taken or to be taken with respect to the Equipment or any component part thereof or any property or rights relating thereto at any stage of the acquisition, installation and equipping thereof, (c) has not, at any time, had physical possession of the Equipment or any component part thereof or made any inspection thereof or of any property or rights relating thereto, and (d) has not made any warranty or other representation, express or implied, that the Equipment or any component part thereof or any property or rights relating thereto (i) will not result in or cause injury or damage to persons or property, (ii) has been or will be properly designed, or will accomplish the results which the Lessee intends therefor, or (iii) is safe in any manner or respect.

BB&T MAKES NO EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER WITH RESPECT TO THE EQUIPMENT OR ANY COMPONENT PART THEREOF, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE MERCHANTABILITY OR THE FITNESS OR SUITABILITY THEREOF FOR ANY PURPOSE, and further including the design or condition thereof; the safety, quality or capacity thereof; compliance thereof with the requirements of any law, rule, specification or contract pertaining thereto; any latent defect; the Equipment's ability to perform any function; that the Amount Advanced will be sufficient to pay all costs of the acquisition and installation of the Equipment; or any other characteristic of the Equipment; it being agreed that the Lessee is to bear all risks relating to the Equipment, the installation thereof and the transactions contemplated by this Agreement, and the Lessee hereby waives the benefits of any and all implied warranties and representations of BB&T.

The provisions of this Section shall survive the Agreement's termination.

Section 6.05. Right of Entry and Inspection. BB&T and its representatives and agents shall have the right to enter upon the Lessee's property and inspect the Equipment from time to time, and the Lessee shall cause any vendor, contractor or sub-contractor to cooperate with BB&T and its representatives and agents during such inspections.

No right of inspection or approval granted in this Section shall be deemed to impose upon BB&T any duty or obligation whatsoever to undertake any inspection or to make any approval. No inspection made or approval given by BB&T shall be deemed to impose upon BB&T any duty or obligation whatsoever to identify or correct any defects in the Equipment or to notify any person with respect thereto, and no liability shall be imposed upon BB&T, and no warranties (either express or implied) are made by BB&T as to the quality or fitness of any improvement, any such inspection and approval being made solely for BB&T's benefit.

Section 6.06. Compliance with Requirements.

(a) The Lessee shall cause the Equipment to be installed in a careful manner and in compliance with all applicable legal requirements.

(b) The Lessee shall observe and comply promptly with all current and future requirements relating to the Equipment's use or condition imposed by (i) any judicial, governmental or regulatory body having jurisdiction over the Equipment or any portion thereof or (ii) any insurance company writing a policy covering the Equipment or any portion thereof, whether or not any such requirement shall necessitate structural changes or improvements or interfere with the use or enjoyment of the Equipment.

(c) The Lessee shall obtain and maintain in effect all licenses and permits required for the Equipment's operation.

(d) The Lessee shall in no event use the Equipment or any part thereof, nor allow the same to be used, for any unlawful purpose, or suffer any act to be done or any condition to exist with respect to the Equipment or any part thereof, nor any article to be brought thereon, which may be dangerous, unless safeguarded as required by law, or which may, in law, constitute a nuisance, public or private, or which may make void or voidable any insurance then in force with respect thereto.

Section 6.07. Use and Operation. The Lessee shall use and operate the Equipment and related property for its reasonably intended use or purpose and for no other purpose unless required by law. The Lessee shall be solely responsible for the Equipment's operation, and shall not contract with any other person or entity for the Equipment's operation.

Section 6.08. Maintenance and Repairs; Additions.

(a) The Lessee shall keep the Equipment in good order and repair (reasonable wear and tear excepted) and in good operating condition, shall not commit or permit any waste or any other thing to occur whereby the value or usefulness of the Equipment might be impaired, and shall make from time to time all necessary or appropriate repairs, replacements and renewals.

(b) The Lessee may, also at its own expense, make from time to time any additions, modifications or improvements to the Equipment that it may deem desirable for its governmental or proprietary purposes and that do not materially impair the effective use, nor materially decrease the value or substantially alter the intended use, of the Equipment. The Lessee shall do, or cause to be done, all such things as may be required by law in order fully to protect the security of and all BB&T's rights under this Agreement.

(c) Any and all additions to or replacements of the Equipment and all parts thereof shall constitute accessions to the Equipment and shall be subject to all the terms and conditions of this Agreement and included in the "Equipment" for the purposes of this Agreement.

(d) Notwithstanding the provisions of subsection (c) of this Section, however, the Lessee may, from time to time in its sole discretion and at its own expense, install machinery, equipment and other tangible property in or on the Equipment. All such property shall remain the Lessee's sole property in which BB&T shall have no interest; provided, however, that any such property which

becomes permanently affixed to the Equipment shall be subject to the lien and security interest arising under this Agreement if BB&T shall reasonably determine that the Equipment would be damaged or impaired by the removal of such machinery, equipment or other tangible property.

Section 6.09. Security. The Lessee shall take all reasonable steps necessary to safeguard the Equipment against theft. The security afforded the Equipment shall at all times be equal to or better than the security afforded the Lessee's personal property that is not subject to this Agreement.

Section 6.10. Utilities. The Lessee shall pay all charges for utility services furnished to or used on or in connection with the Equipment, as may be applicable dependent upon the type of equipment.

Section 6.11. Risk of Loss. The Lessee shall bear all risk of loss to the Equipment.

Section 6.12. Condemnation. The Lessee shall immediately notify BB&T if any governmental authority shall institute, or shall notify the Lessee of any intent to institute, any action or proceeding for the taking of, or damages to, all or any part of the Equipment or any interest therein under the power of eminent domain, or if there shall be any damage to the Equipment due to governmental action, but not resulting in a taking of any portion of the Equipment. The Lessee shall file and prosecute its claims for any such awards or payments in good faith and with due diligence and cause the same to be collected and paid over to BB&T, and to the extent permitted by law hereby irrevocably authorizes and empowers BB&T, in the Lessee's name or otherwise, to collect and receipt for any such award or payment and to file and prosecute such claims. If the Lessee receives any Net Proceeds arising from any such action, the Lessee shall apply such Net Proceeds as provided in Section 6.15.

Section 6.13. Title. Title to the Equipment and any and all additions, repairs, replacements or modifications thereto shall at all times be in the Lessee, subject to the lien of this Agreement. Upon the Lessee's payment in full of all Required Payments, BB&T, at the Lessee's expense and request, shall cancel this Agreement.

Section 6.14. No Encumbrance, Mortgage or Pledge of Equipment.

(a) The Lessee shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien (including mechanics' and materialmen's liens), charge, encumbrance or other claim in the nature of a lien on or with respect to the Equipment. The Lessee shall promptly, at its own expense, take such action as may be duly necessary to discharge any such mortgage, pledge, lien, charge, encumbrance or claim not excepted above which it shall have created, incurred or suffered to exist.

(b) The Lessee shall reimburse BB&T for any expense incurred by BB&T to discharge or remove any such mortgage, pledge, lien, security interest, encumbrance or claim, with interest thereon at the Prime Rate.

Section 6.15. Damage and Destruction; Use of Net Proceeds.

(a) The Lessee shall promptly notify BB&T if (i) the Equipment or any portion thereof is stolen or is destroyed or damaged by fire or other casualty, (ii) a material defect in the installation of the Equipment shall become apparent, or (iii) title to or the use of all or any portion of the Equipment shall be lost by reason of a defect in title. Each notice shall describe generally the nature and extent of such damage, destruction or taking.

(b) The Lessee shall apply the Net Proceeds, (i) to the prompt completion, repair or restoration of the Equipment, (and pay any costs in excess of Net Proceeds, if necessary), or (ii) together with other available funds as may be necessary, to the prepayment of all outstanding Required Payments pursuant to Section 3.03. The Lessee shall promptly report to BB&T regarding the use of Net Proceeds.

(c) Any repair, restoration, modification, improvement or replacement paid for in whole or in part out of Net Proceeds shall be the Lessee's property and shall be part of the Equipment.

ARTICLE VII
DEFAULTS AND REMEDIES; TERMINATION

Section 7.01. Events of Default. An "***Event of Default***" is any of the following:

(a) Except as provided in Section 7.04 hereof, the Lessee's failing to make any Base Payment when due.

(b) The Lessee's breaching or failing to perform or observe any term, condition or covenant of this Agreement on its part to be observed or performed, other than as provided in subsection (a) of this Section, including payment of any Additional Payment, for a period of 15 days after written notice specifying such failure and requesting that it be remedied shall have been given to the Lessee by BB&T, unless BB&T shall agree in writing to an extension of such time prior to its expiration.

(c) The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law by or against the Lessee as a debtor, or the appointment of a receiver, custodian or similar officer for the Lessee or any of its property, and the failure of such proceedings or appointments to be vacated or fully stayed within 30 days after the institution or occurrence thereof.

(d) Any warranty, representation or statement made by the Lessee in this Agreement is found to be incorrect or misleading in any material respect on the Closing Date (or, if later, on the date made).

(e) Any lien, charge or encumbrance prior to the security interest created under Section 2.03 hereof, or affecting the validity of the Agreement, is found to exist, or proceedings are instituted against the Lessee to enforce any lien, charge or encumbrance against the Equipment and such lien, charge or encumbrance would be prior to the lien of this Agreement.

Section 7.02. Remedies on Default. Upon the continuation of any Event of Default, BB&T may, without any further demand or notice, exercise any one or more of the following remedies:

(a) Require Lessee to pay (and Lessee agrees that it shall pay) all amounts then currently due under this Agreement and all remaining Base Payments due during the fiscal year in effect when the default occurs together with interest on such amounts at the highest lawful rate from the date of BB&T's demand for such payment; subject in all cases to the appropriation conditions set forth in Section 3.05 of this Agreement;

(b) Proceed by appropriate court action to enforce the Lessee's performance of the applicable covenants of this Agreement or to recover for the breach thereof;

(c) As provided in Article IV hereof, pay over any balance remaining in the Project Fund to be applied against outstanding Base Payments in any manner BB&T may reasonably deem appropriate; and

(d) Avail itself of all available remedies under this Agreement, including without limitation execution as provided in Section 7.03 hereof, and, to the extent permitted by law, recovery of attorneys' fees and other expenses.

Section 7.03. Execution on Personal Property. Upon the continuation of any Event of Default and in addition to all other remedies granted in this Agreement, BB&T shall have all the rights and remedies of a secured party under the UCC and may proceed to execute upon the Security Property.

Section 7.04. Consequences of Nonappropriation. Upon an Event of Nonappropriation, the Lessee shall have no further obligation to pay Base Payments beyond the end of the Fiscal Year for which amounts have been appropriated for Base Payments. This Agreement shall terminate on the last day of the Fiscal Year for which amounts have been appropriated for Base Payments without any penalty to the Lessee whatsoever. The Lessee agrees to peaceably surrender possession of and title to the Equipment to BB&T or its assignees on the first day of the Fiscal Year to which the Event of Nonappropriation applies, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States as designated by BB&T.

In addition, upon the occurrence of any Event of Nonappropriation, BB&T may, without any further demand or notice, take action with respect to the Lessee and the Equipment as contemplated in Section 7.05 hereof.

Section 7.05. Possession of Equipment. Upon the continuation of an Event of Default or the occurrence of an Event of Nonappropriation, the Lessee shall immediately lose the right to possess, use and enjoy the Equipment (but may remain in possession of the Equipment as a lessee at will of BB&T), and thereupon the Lessee (a) shall pay monthly in advance to BB&T a fair and reasonable rental value for the use and possession of the Equipment (in an amount BB&T shall determine in its reasonable judgment), and (b) upon BB&T's demand, shall deliver possession of the Equipment to BB&T or, at BB&T's direction, to any purchaser of the Equipment after an execution sale.

In addition, upon the continuation of any Event of Default or the occurrence of an Event of Nonappropriation, BB&T, to the extent permitted by law, is hereby authorized to (i) take possession of the Equipment, with or without legal action, (ii) lease the Equipment, (iii) collect all rents and profits therefrom, with or without taking possession of the Equipment, and (iv) after deducting all costs of collection and administration expenses, apply the net rents and profits first to the payment of necessary maintenance and insurance costs, and then to the Lessee's account and in reduction of the Lessee's corresponding Required Payments in such fashion as BB&T shall reasonably deem appropriate. BB&T shall be liable to account only for rents and profits it actually receives.

Section 7.06. No Remedy Exclusive; Delay Not Waiver. All remedies under this Agreement are cumulative and may be exercised concurrently or separately. The exercise of any one remedy shall not be deemed an election of such remedy or preclude the exercise of any other remedy. If any Event of Default shall occur and thereafter be waived by BB&T, such waiver shall be limited to the particular breach so waived and shall not be deemed a waiver of any other breach under this Agreement.

Section 7.07. Payment of Costs and Attorney's Fees. If BB&T employs an attorney to assist in the enforcement or collection of Required Payments, or if BB&T voluntarily or otherwise shall become a party to any suit or legal proceeding (including a proceeding conducted under any state or federal bankruptcy or insolvency statute) to protect the Equipment, to protect the lien of this Agreement, to enforce collection of the Required Payments or to enforce compliance by the Lessee with any of the provisions of this Agreement, the Lessee, to the extent permitted by law, agrees to pay reasonable attorneys' fees and all of the costs that may reasonably be incurred (whether or not any suit or proceeding is commenced), and such fees and costs (together with interest at the Prime Rate) shall be secured as Required Payments.

ARTICLE VIII
WIRE TRANSFER REQUIREMENTS

In order to prevent unauthorized or fraudulent wire transfers through cyber fraud and other means, BB&T and the Lessee hereby agree to the provisions of this Article VIII.

Section 8.01. Wire Transfer Requirements. In the event a wire transfer is made by BB&T to disburse funds as contemplated by this Agreement (a "***Disbursement***"), said wire transfer shall be delivered as directed in a written "***Disbursement Authorization***" provided to BB&T by a representative of the Lessee, subject to the terms and conditions set forth in this Article. For the purposes of this Article, a representative of the Lessee shall include employees and elected and/or appointed officials of the Lessee, bond counsel, the Lessee's legal counsel, the Lessee's financial advisor or other designated representative.

Section 8.02. Verification Procedures. Prior to making any Disbursement pursuant to a Disbursement Authorization not delivered to BB&T in person by a representative of the Lessee, BB&T shall verify such Disbursement Authorization verbally via telephone communication with a representative of the Lessee. The Lessee shall ensure that a representative of the Lessee will provide such verification to BB&T. The Lessee shall not disclose, or allow to be disclosed, such BB&T verification procedures to any third party unless there is a legitimate business need to make

such disclosure or such disclosure is required by law, and the Lessee accepts the risk of such third-party knowledge of the security procedures. If the Lessee has reason to believe that a security procedure has been obtained by or disclosed to an unauthorized person or learns of any unauthorized transfer or of any discrepancy in a transfer request, then the Lessee shall notify BB&T immediately.

Section 8.03. Payee Identification. The Lessee is solely responsible for accurately identifying the wire transfer information contained in the Disbursement Authorization delivered to BB&T by a representative of the Lessee, including but not limited to the bank name and its ABA number, beneficiary's account name and account number and beneficiary's physical address, together with other information requested by BB&T (collectively, "***Remittance Instructions***"). If the Remittance Instructions describe a beneficiary inconsistently by name and account number, the Lessee acknowledges that BB&T may make payment on the basis of the account number alone, that BB&T is not obligated to detect such errors, and that the Lessee assumes the risk of any loss resulting therefrom.

Section 8.04. Duty to Reconcile Written Confirmation. Upon request from a representative of the Lessee, BB&T shall use its best efforts to send a representative of the Lessee written confirmation of the Disbursement in the form of a reference number, beneficiary name and wire amount. A representative of the Lessee shall promptly review and reconcile the written confirmation of the Disbursement sent by BB&T, and shall report to BB&T in writing, promptly, but in no event later than ten (10) Business Days after the date of such written confirmation, any unauthorized, erroneous, unreceived or improperly executed payment. BB&T and the Lessee agree that ten (10) Business Days is a reasonable time for the detection and reporting to BB&T of such information. After that time, all items on the written confirmation will be considered correct and the Lessee will be precluded from recovering from BB&T if such wire transfer identified in the written confirmation was actually made by BB&T. For the avoidance of doubt, any such writings can be provided electronically.

Section 8.05. Unauthorized Payments. Notwithstanding any other provision herein, if a Disbursement has been verified by a representative of the Lessee pursuant to Section 8.02, it shall be binding on the Lessee if BB&T acted in good faith in making such Disbursement.

Section 8.06. Recordation. BB&T may record any telephone conversation between BB&T and a representative of the Lessee in order to reduce the risk of unauthorized or erroneous transfers. BB&T may retain such recordings for as long as BB&T may deem necessary.

Section 8.07. Applicable Law. All wire transfer orders are governed by Division 11 of the UCC, except as any provisions thereof that may be and are modified by the terms hereof. If any part of the applicable wire transfer order involves the use of the Fedwire, the rights and obligations of BB&T and the Lessee regarding that wire transfer order are governed by Regulation J of the Federal Reserve Board.

ARTICLE IX
MISCELLANEOUS

Section 9.01. Notices.

(a) Any communication required or permitted by this Agreement must be in writing.

(b) Any communication under this Agreement shall be sufficiently given and deemed given when delivered by hand, on the date shown on a certified mail receipt, or delivery receipt from a national commercial package delivery service or five days after being mailed by first-class mail, postage prepaid, if addressed as follows:

(i) If to the Lessee, to City of Placentia, California, 401 E. Chapman Avenue, Placentia, California 92870 Attention: Finance Officer; or

(ii) If to BB&T, to Branch Banking and Trust Company, 5130 Parkway Plaza Boulevard, Charlotte, North Carolina 28217, Attention: Governmental Finance.

(c) Any addressee may designate additional or different addresses for communications by notice given under this Section to each of the others.

Section 9.02. No Assignments by Lessee. The Lessee shall not sell or assign any interest in this Agreement.

Section 9.03. Assignments by BB&T. BB&T may, at any time and from time to time, assign all or any part of its interest in the Security Property or this Agreement, including, without limitation, BB&T's rights to receive Required Payments. Any assignment made by BB&T or any subsequent assignee shall not purport to convey any greater interest or rights than those held by BB&T pursuant to this Agreement.

The Lessee agrees that this Agreement may become part of a pool of obligations at BB&T's or its assignee's option. BB&T or its assignees may assign or reassign all or any part of this Agreement, including the assignment or reassignment of any partial interest through the use of certificates evidencing participation interests in this Agreement. Notwithstanding the foregoing, no assignment or reassignment of BB&T's interest in the Equipment or this Agreement shall be effective unless and until the Lessee shall receive a duplicate original counterpart of the document by which such assignment or reassignment is made disclosing the name and address of each such assignee.

The Lessee further agrees that BB&T's interest in this Agreement may be assigned in whole or in part upon terms which provide in effect that the assignor or assignee will act as a collection and paying agent for any holders of certificates of participation in this Agreement, provided the Lessee receives a copy of such agency contract and such collection and paying agent covenants and agrees to maintain for the full remaining term of this Agreement a written record of each assignment and reassignment of such certificates of participation.

The Lessee agrees to execute any document reasonably required in connection with any assignment. Any assignor must provide notice of any assignment to the Lessee, and the Lessee shall keep a complete and accurate record of all assignments as required by the Code. After the giving of any such notice, the Lessee shall thereafter make all payments in accordance with the notice to the

assignee named therein and shall, if so requested, acknowledge such assignment in writing, but such acknowledgment shall in no way be deemed necessary to make the assignment effective.

Section 9.04. Amendments. No term or provision of this Agreement may be amended, modified or waived without the prior written consent of the Lessee and BB&T.

Section 9.05. Governing Law. The Lessee and BB&T intend that State law shall govern this Agreement.

Section 9.06. Liability of Officers and Agents. No officer, agent or employee of the Lessee shall be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated by this Agreement. Such officers or agents shall be deemed to execute such documents in their official capacities only, and not in their individual capacities. This Section shall not relieve an officer, agent or employee of the Lessee from the performance of any official duty provided by law.

Section 9.07. Severability. If any provision of this Agreement shall be determined to be unenforceable, that shall not affect any other provision of this Agreement.

Section 9.08. Non-Business Days. If the date for making any payment or the last day for performance of any act or the exercising of any right shall not be a Business Day, such payment shall be made or act performed or right exercised on or before the next preceding Business Day.

Section 9.09. Entire Agreement. This Agreement constitutes the Lessee's entire agreement with respect to the general subject matter covered by this Agreement.

Section 9.10. Binding Effect. Subject to the specific provisions of this Agreement, and in particular, Section 9.03 hereof, this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

Section 9.11. **Fees and Expenses.** The fees and disbursements of counsel to the Lessee, the fees and disbursements of the municipal advisors to the Lessee, fees and charges of the Depository Bank, fees of the California Debt and Investment Advisory Commission, fees of counsel to the BB&T and other miscellaneous expenses of the Lessee incurred in connection with the offering and delivery of this Agreement shall all be the obligation of the Lessee. BB&T shall have no responsibility for any expenses associated with this Agreement, including, but not limited to, the expenses identified above as the obligation of the Lessee.

[Remainder of Page Left Blank]

IN WITNESS WHEREOF, the parties have duly signed, sealed and delivered this Agreement by duly authorized officers, all as of the date first above written.

(SEAL)

Attest:

By: _____
Printed Name:
Title:

CITY OF PLACENTIA, CALIFORNIA

By: _____

Printed Name:
Title:

BRANCH BANKING AND TRUST COMPANY

By: _____
Printed Name:
Title:

[Lease Agreement dated August 27, 2019, between the City of Placentia, California and Branch Banking and Trust Company]

EXHIBIT A -- PROJECT AND EQUIPMENT DESCRIPTION

Fire trucks and equipment as more particularly described in the Project Fund requisitions.

EXHIBIT B -- PAYMENT SCHEDULE

Bond Debt Service

City of Placentia, California Customer #9905000346 NAICS Code 921140

Fire Trucks and Equipment Note 00002

Dated Date 11/25/2019

Delivery Date 11/25/2019

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service	Bond Balance	Total Bond Value
11/25/2019						$1,795,000.00	$1,795,000.00
8/1/2020	$ 75,496.16	$ 0.03	$ 32,504.46	$ 108,000.62		$1,719,503.84	$1,719,503.84
2/1/2021	$ 85,217.19	$ 0.03	$ 22,783.43	$ 108,000.62		$1,634,286.65	$1,634,286.65
6/30/2021					$ 216,001.23	$1,634,286.65	$1,634,286.65
8/1/2021	$ 86,346.32	$ 0.03	$ 21,654.30	$ 108,000.62		$1,547,940.33	$1,547,940.33
2/1/2022	$ 87,490.41	$ 0.03	$ 20,510.21	$ 108,000.62		$1,460,449.92	$1,460,449.92
6/30/2022					$ 216,001.24	$1,460,449.92	$1,460,449.92
8/1/2022	$ 88,649.65	$ 0.03	$ 19,350.96	$ 108,000.61		$1,371,800.27	$1,371,800.27
2/1/2023	$ 89,824.26	$ 0.03	$ 18,176.35	$ 108,000.61		$1,281,976.01	$1,281,976.01
6/30/2023					$ 216,001.23	$1,281,976.01	$1,281,976.01
8/1/2023	$ 91,014.43	$ 0.03	$ 16,986.18	$ 108,000.61		$1,190,961.58	$1,190,961.58
2/1/2024	$ 92,220.38	$ 0.03	$ 15,780.24	$ 108,000.62		$1,098,741.20	$1,098,741.20
6/30/2024					$ 216,001.23	$1,098,741.20	$1,098,741.20
8/1/2024	$ 93,442.29	$ 0.03	$ 14,558.32	$ 108,000.61		$1,005,298.91	$1,005,298.91
2/1/2025	$ 94,680.41	$ 0.03	$ 13,320.21	$ 108,000.62		$ 910,618.50	$ 910,618.50
6/30/2025					$ 216,001.23	$ 910,618.50	$ 910,618.50
8/1/2025	$ 95,934.92	$ 0.03	$ 12,065.70	$ 108,000.62		$ 814,683.58	$ 814,683.58
2/1/2026	$ 97,206.06	$ 0.03	$ 10,794.56	$ 108,000.62		$ 717,477.52	$ 717,477.52
6/30/2026					$ 216,001.23	$ 717,477.52	$ 717,477.52
8/1/2026	$ 98,494.04	$ 0.03	$ 9,506.58	$ 108,000.62		$ 618,983.48	$ 618,983.48
2/1/2027	$ 99,799.08	$ 0.03	$ 8,201.53	$ 108,000.61		$ 519,184.40	$ 519,184.40
6/30/2027					$ 216,001.23	$ 519,184.40	$ 519,184.40
8/1/2027	$ 101,121.42	$ 0.03	$ 6,879.19	$ 108,000.61		$ 418,062.98	$ 418,062.98
2/1/2028	$ 102,461.28	$ 0.03	$ 5,539.33	$ 108,000.61		$ 315,601.70	$ 315,601.70
6/30/2028					$ 216,001.23	$ 315,601.70	$ 315,601.70
8/1/2028	$ 103,818.89	$ 0.03	$ 4,181.72	$ 108,000.61		$ 211,782.81	$ 211,782.81
2/1/2029	$ 105,194.49	$ 0.03	$ 2,806.12	$ 108,000.61		$ 106,588.32	$ 106,588.32
6/30/2029					$ 216,001.22	$ 106,588.32	$ 106,588.32
8/1/2029	$ 106,588.32	$ 0.03	$ 1,412.30	$ 108,000.62			
6/30/2030					$ 108,000.62		
	$1,795,000.00		$257,011.69	$2,052,011.69	$2,052,011.69		

EXHIBIT C – FORM OF PROJECT FUND REQUISITION

[TO BE PREPARED ON LESSEE'S LETTERHEAD FOR SUBMISSION]

PROJECT FUND REQUISITION

[Date] _____

Email requisitions to: GFProjectfunds@bbandt.com

Requisition Team
Branch Banking and Trust Company
Direct Dial: (252) 296-0452 or (252) 296-0653

RE: Request for disbursement of funds from the Project Fund related to Contract No. 9905000346-00002 with the City of Placentia, California dated November 25, 2019

To Whom It May Concern,

Pursuant to the terms and conditions of the Lease Agreement dated as of November 25, 2019 (the "Contract") between the City of Placentia, California (the "Lessee") and Branch Banking and Trust Company, the Lessee requests the disbursement of funds from the Project Fund established under the Agreement for the following Project Costs:

This is requisition number ____ from the Project Fund.

Disbursements will be to the City of Placentia, California via wire transfer from a deposit account maintained at Banc of California.

Amount: $_____

Attach copies of applicable vendor invoices and copies of Certificates of Origin or Titles of expenditures to requisition when submitting.

Project Description:

Location of Equipment/Project:

Physical address of Lessee: City of Placentia, California, 401 E. Chapman Avenue, Placentia, California 92870 Attention: Finance Officer

The Lessee makes this requisition pursuant to the following representations:

1. The Lessee has appropriated in its current fiscal year funds sufficient to pay the Base Payments and estimated Additional Payments due in the current Fiscal Year.

2. The purpose of this disbursement is for partial payment of the cost of the Project provided for under the Agreement referenced above.

3. The requested disbursement has not been subject to any previous requisition.

4. No notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable herein to any of the persons, firms or corporations named herein has been received, or if any notice of any such lien, attachment or claim has been received, such lien, attachment or claim has been released or discharged or will be released or discharged upon payment of this requisition.

5. This requisition contains no items representing payment on account of any percentage entitled to be retained on the date of this requisition.

6. No Event of Default is continuing under the Agreement, and no event or condition is existing which, with notice or lapse of time or both, would become an Event of Default.

7. The Lessee shall allow BB&T to deliver and file, or cause to be filed, any Uniform Commercial Code financing statements with respect to the Project or portion of the Project that BB&T may request to evidence its security interest.

8. The Lessee has in place insurance on this portion of the Project that complies with the insurance provisions of the Agreement.

9. Each amount requested for payment in this requisition either (a) represents a reimbursement to the Lessee for a Project Cost expenditure previously made, and such reimbursement complies with the provisions of the Code (generally, an issuer may reimburse a prior expenditure out of tax-exempt bond proceeds if (i) the issuer has declared its "official intent" to reimburse the expenditure no later than 60 days after the date the expenditure is paid *and* (ii) the expenditure is being reimbursed no later than the end of the permitted "reimbursement period" of at least 18 months, and at most 3 years, from the date the expenditure was paid), or (b) will be used by the Lessee promptly upon the receipt of funds from BB&T to make payments for Project Costs to third parties described in this requisition.

Capitalized terms used in this requisition have the meanings ascribed in the Agreement.

Attached is evidence that the amounts shown in this requisition are properly payable at this time, such as bills, receipts, invoices, architects' payment certifications or other appropriate documents.

IF REQUEST IS FINAL REQUEST, CHECK HERE ☐.

CITY OF PLACENTIA, CALIFORNIA

By:_____

Printed Name:_____

Title:_____

EXHIBIT D – FORM OF CERTIFICATE
DESIGNATING LESSEE REPRESENTATIVES

In accordance with the terms of the Lease Agreement dated November 25, 2019 (the "Agreement") between the City of Placentia, California (the "Lessee") and Branch Banking and Trust Company ("BB&T"), the Lessee designates the following persons as Lessee Representatives authorized to sign requisitions to withdraw funds from the Project Fund account (as such terms are defined in the Agreement):

Printed Name:	Signature:
_____	_____
_____	_____
_____	_____
_____	_____

The Lessee may designate additional Lessee Representatives to sign requisitions upon written notification to BB&T.

City of Placentia, California

_____
Name:
Title:

Placentia City Council
AGENDA STAFF REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: CITY ATTORNEY'S OFFICE

DATE: NOVEMBER 19, 2019

SUBJECT: **UNREPRESENTED EMPLOYEES PARTICIPATION IN PARS PROGRAM**

FISCAL IMPACT: $13,700 TOTAL ANNUAL FISCAL IMPACT

SUMMARY

Due to the implementation of the Public Employees' Pension Reform Act (PEPRA) and recent interpretations of that law by California Public Employees' Retirement System (PERS), certain unrepresented department heads are being treated differently from each other with respect to the amount of salary subject to pension contributions. Whereas most department heads receive an annual retirement contribution of $15,476, the Directors of Administrative Services, Finance, and Development Services only receive an annual contribution of $10,800. This results in a disparity of $4,676.

In order to ensure that the City is being equitable in its compensation to all department heads, Staff is requesting the City Council to authorize that each of these unrepresented employees be entitled to receive a nominal additional retirement benefit based upon their full salary. This benefit would come in the form of a contribution to a defined contribution plan. Several existing management staff are already enrolled in PARS, so this action would provide the PARS benefit to all of the current executive staff. Staff has determined that the amount to be contributed for each of these employees equates to 2.72% of gross salary.

RECOMMENDATION

It is recommended that the City Council authorize the City Administrator to execute the necessary documents to authorize the Administrative Service Director, Finance Director, and Development Service Director to participate in the City's PARS program and provide the annual retirement contribution specified in this staff report, in a form approved by the City Attorney.

FISCAL IMPACT:

The annual defined contribution per executive ranges from $4,400 to $4,700. The total annual fiscal impact is $13,700.

1. m.
November 19, 2019

Prepared by:

Christian Bettenhausen
City Attorney

Reviewed and approved:

Jessica Terra
Sr. Financial Analyst

Reviewed and approved:

Damien R. Arrula
City Administrator

Reviewed and approved:

Placentia City Council
AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF DEVELOPMENT SERVICES

DATE: NOVEMBER 19, 2019

SUBJECT: **PUBLIC HEARING, INTRODUCTION AND FIRST READING OF STATE MANDATED ORDINANCE NO. O-2019-12 OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, REPEALING CHAPTER 18.04 OF TITLE 18 AND CHAPTERS 20.04, 20.08, 20.12, 20.16, 20.20, 20.36, 20.48, 20.52 AND 20.56 OF TITLE 20 OF THE PLACENTIA MUNICIPAL CODE AND ADOPTING BY REFERENCE, THE CALIFORNIA FIRE CODE, 2019 EDITION, THE 2019 EDITIONS OF THE CALIFORNIA BUILDING, RESIDENTIAL, ELECTRICAL, PLUMBING, MECHANICAL, AND GREEN BUILDING STANDARDS CODE, 2018 EDITION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE, 2019 EDITION OF THE CALIFORNIA EXISTING BUILDING CODE, 2019 EDITION OF THE CALIFORNIA HISTORICAL BUILDING CODE AND 2019 CALIFORNIA ENERGY CODE, INCLUDING ALL APPENDICES, WITH CERTAIN AMENDMENTS, ADDITIONS AND DELETIONS THERETO, INCLUDING FEES AND PENALTIES; AND ADOPTION OF A RESOLUTION MAKING REQUIRED FINDINGS PURSUANT TO THE CALIFORNIA HEALTH & SAFETY CODE**

FISCAL IMPACT: No fiscal impacts are anticipated with this ordinance as all costs will be recovered through the plan check and inspection process.

SUMMARY:

Every three years the California Building Standards Commission ("CBSC") adopts a new set of State mandated model codes to regulate development and construction projects within the State of California. These model codes are effective for all local jurisdictions unless a jurisdiction adopts local amendments to the model codes. If a jurisdiction amends the model codes, then it is the responsibility of that jurisdiction to adopt the code by reference and the applicable local amendments by January 1st of the year the model codes become effective. With this action, the City Council will conduct a Public Hearing to consider the 2019 Fire and Building related Codes and obtain public input regarding the proposed amendments recommended by Staff.

RECOMMENDATION:

It is recommended that the City Council:

1. Open the Public Hearing concerning Ordinance No. O-2019-12; and

2. Receive the Staff Report and consider all Public Testimony; and

3. Close the Public Hearing; and

4. Waive full reading, by title only, and introduce for first reading Ordinance No. O-2019-12, An Ordinance of the City Council of the City of Placentia, California, repealing Chapter 18.04 of Title 18 and Chapters 20.04, 20.08, 20.12, 20.16, 20.20, 20.36, 20.48, 20.52 and 20.56 of Title 20 of the Placentia Municipal Code and Adopting by reference, the California Fire Code, 2019 Edition, the 2019 Editions of the California Building, Residential, Electrical, Plumbing, Mechanical, and Green Building Standards Code, 2018 Edition of the International Property Maintenance Code, 2019 Edition of the California Existing Building Code, 2019 Edition of the California Historical Building Code and 2019 California Energy Code, including all appendices, with certain amendments, additions and deletions thereto, including fees and penalties; and

5. Adopt Resolution No. R-2019-66, A Resolution of the City Council of the City of Placentia making required findings pertaining to modifications to the uniform fire and construction codes adopted by Ordinance No. O-2019-12 based upon local climatic, topographic and geologic conditions in accordance with the requirements of § 17958.5 of the California Health and Safety Code.

BACKGROUND:

The CBSC reviews and revises the model codes that regulate development and construction projects within the State of California every three years. The new model codes are then adopted by the State. California adopted the model codes in July 2019, with an effective date of January 1, 2020. Although the models are effective without local adoption, local adoption permits a city to amend the codes to reflect local conditions. The State Fire Marshal is responsible for adopting the Fire Code updates and the City adopts the code with local amendments.

DISCUSSION:

The City participated with all member cities of the Orange County Fire Authority to review the updated codes as adopted by the CBSC and the Fire Code as adopted by the State Fire Marshal. There are a total of eleven relevant codes which have been revised for the 2019 cycle and adopted by the State as follows:

- 2019 California Building Code
- 2019 California Mechanical Code
- 2019 California Green Building Standards Code
- 2019 California Fire Code (State Fire Marshal)
- 2019 California Historical Building Code
- 2018 International Property Maintenance Code
- 2019 California Plumbing Code
- 2019 California Electrical Code
- 2019 California Residential Code
- 2019 California Energy Code
- 2019 California Existing Building Code

Per California Government Code § 50022.2, the model codes may be adopted by reference, without the necessity of publishing the entirety of the model codes. Local adoption of such codes is mandated on January 1, 2020 and requires approval of the City Council. Prior to such adoption,

jurisdictional bodies may amend said codes if such amendments are justified on the basis of a local climatic, local geological or local topographical condition which makes such amendments necessary. The proposed local amendments reflect local climactic, geographic, or geological conditions that are unique to Placentia.

The City Attorney's Office in conjunction with the City's Building Division, Development Services Director, Emergency Operations Manager, and Interim Fire personnel have completed a thorough analysis of the State Codes and developed a locally amended version for adoption. A detailed listing of the local amendments proposed for adoption is set forth in the attached Resolution.

One amendment of note is a change to the definition of "Fire Code Official" in that it is now defined as "the Director of the Placentia Fire and Life Safety Department or other individual as appointed by the City Administrator of the City, or his or her designee." In practice, this definition allows the City Administrator to appoint OCFA to act as the Fire Code Official until such time as the Director of the Placentia Fire and Life Safety Department assumes command.

Prepared by:

Joseph M. Lambert
Director of Development Services

Reviewed and approved:

Damien R. Arrula
City Administrator

Attachments:

1. City Council Ordinance No. O-2019-12
2. Resolution No. R-2019-66 – Local Amendments to CA Building and CA Fire Codes

ORDINANCE NO. O-2019-12

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, REPEALING CHAPTER 18.04 OF TITLE 18 AND CHAPTERS 20.04, 20.08, 20.12, 20.16, 20.20, 20.36, 20.48, 20.52 AND 20.56 OF TITLE 20 OF THE PLACENTIA MUNICIPAL CODE AND ADOPTING BY REFERENCE, THE CALIFORNIA FIRE CODE, 2019 EDITION, THE 2019 EDITIONS OF THE CALIFORNIA BUILDING, RESIDENTIAL, ELECTRICAL, PLUMBING, MECHANICAL, AND GREEN BUILDING STANDARDS CODE, 2018 EDITION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE, 2019 EDITION OF THE CALIFORNIA EXISTING BUILDING CODE, 2019 EDITION OF THE CALIFORNIA HISTORICAL BUILDING CODE AND 2019 CALIFORNIA ENERGY CODE, INCLUDING ALL APPENDICES, WITH CERTAIN AMENDMENTS, ADDITIONS AND DELETIONS THERETO, INCLUDING FEES AND PENALTIES

City Attorney's Summary

This Ordinance repeals existing provisions of Titles 18 and 20 of the Placentia Municipal Code and adopts new standards and codes regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises in the City as well as prescribing regulations for erecting, construction, enlargement, alteration, repair, improving, removal, conversion, demolition, occupancy, equipment use, height, and area of buildings and structures. This Ordinance adopts, by reference, the California Fire Code, 2019 Edition, and codes adopted by the California Building Standards Commission, including the California Building Code, 2019 Edition, the California Residential Code, 2019 Edition, the California Green Building Standards Code, 2019 Edition; the California Plumbing Code, 2019 Edition, the California Mechanical Code, 2019 Edition, the California Electrical Code, 2019 Edition, the 2018 Edition of the International Property Maintenance Code, the 2019 Edition of the California Existing Building Code, the 2019 Edition of the California Historical Building Code, the California Energy Code, 2019 Edition and provides for the issuance of permits and collection of fees therefor and establishing penalties for violation(s) thereof.

A. Recitals.

1. WHEREAS, pursuant to California Government Code Section 50022.1 et seq. the City of Placentia may adopt by reference the California Building Standards Code, 2019 Edition as provided in Title 24 of the California Code of Regulations and other model codes; and

2. WHEREAS, the California Building Standards Commission ("Commission") recently adopted the 2019 Edition of the California Building Standards Code; and

3. WHEREAS, California Health and Safety Code Section 17958.7 and 18941.5 authorize cities to adopt the California Building Standards Code with modifications determined to be reasonably necessary because of local climatic, geological or topographical conditions; and

4. WHEREAS, the City desires to adopt the California Building Standards Code and other model codes with the necessary amendments to assure the Codes are tailored to the particular safety needs of the City as required by its unique climatic, geological and topographical conditions; and

5. WHEREAS, the Building Official has recommended that changes and modifications be made to the California Building Standards Code, and have advised that certain changes and modifications to said Code are reasonably necessary due to local conditions within the City, and have further advised that the remainder of the said changes and modifications are of an administrative or procedural nature, or concern themselves with subjects not covered by the Code, or are reasonably necessary to safeguard life and property within the City; and

6. WHEREAS, the Fire Marshall and Building Official have recommended that changes and modifications be made to the California Building Standards Code, which are necessary for administrative clarification and to establish administrative standards for the effective enforcement of the building standards of the City and do not modify a building standard pursuant to California Health & Safety Code Section 17958, 17958.7, and/or 18941.5; and

7. WHEREAS, the City held a public hearing on November 19, 2019, at which time all interested persons had the opportunity to appear and be heard on the matter of adopting the Codes as amended herein; and

8. WHEREAS, the City published notice of the aforementioned public hearing pursuant to California Government Code Section 6066 on November 7, 2019 and November 14, 2019; and

9. WHEREAS, any and all other legal prerequisites relating to the adoption of this Ordinance have occurred.

B. Ordinance.

The City Council of the City of Placentia does ordain as follows:

SECTION 1. In all respects as set forth in the Recitals, Part A., of this Ordinance.

SECTION 2. Purpose. The purpose of this ordinance is to adopt by reference the latest edition of the California Fire Code, 2019 Edition, and the California Building Code, 2019 Edition, the California Residential Code, 2019 Edition, the California Green Building Standards Code, 2019 Edition; the California Plumbing Code, 2019 Edition, the California Mechanical Code, 2019 Edition, the California Electrical Code, 2019 Edition, the 2018 Edition of the International Property Maintenance Code, the 2019 Edition of the California Existing Building Code, the 2019 Edition of the California Historical Building Code.

SECTION 3. Authority. Pursuant to Government Code section 50022.2, the City Council adopts this ordinance adopting by reference the California Building Standards Code (California Code of Regulations, Title 24) as required and/or permitted by state statutes, including Health and Safety Code sections 17922, 18938 and 18941.5.

SECTION 4. Findings. The City Council made findings that the proposed amendments to the Codes are reasonably necessary because of local climatic, geologic or topographic conditions. The findings are supported and based upon the express findings and determinations, set forth in Resolution No. R-2019-66, adopted November 19, 2019.

SECTION 5. Amendment. Chapter 18.04 of Title 18 and Chapters 20.04, 20.08, 20.12, 20.16, 20.20, 20.36, 20.48, 20.52 and 20.56 of Title 20 of the Placentia Municipal Code hereby are repealed, in their entirety; provided, however, that said repeal shall not vitiate any permit or entitlement issued thereunder and, further, said repeal shall not apply to or excuse any violation(s) thereof occurring prior to the effective date of this ordinance and provided further that the codes thereby adopted, as previously adopted by reference and amended by ordinances of this City, shall continue to be applicable to construction wherein plans have been submitted for plan check as of the effective date of this ordinance so long as the initial permit therefor is issued no later than thirty (30) days after the effective date of this Ordinance.

SECTION 6. A new Chapter 18.04 hereby is added to Title 18 of the Placentia Municipal Code to read, in words and figures, as follows:

"Chapter 18.04

"California Fire Code, 2019 Edition

"Sections:

"18.04.010	**Title**
"18.04.020	**Purpose**
"18.04.030	**Adoption of Fire Code**
"18.04.040	**Definition of Terms**
"18.04.050	**Amendments to Fire Code**
"18.04.060	**Enforcement and Inspections**
"18.04.070	**Fees**
"18.04.080	**Copy filed**

"Section 18.04.010 - Title.

"This Chapter shall be known as the 'Placentia Fire Code.'

"Section 18.04.020 - Purpose.

" The purpose of this chapter is to prescribe regulations and govern the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises as herein provided.

"Section 18.04.030 - Adoption of Fire Code.

"There hereby is adopted as the 'Placentia Fire Code,' except as otherwise provided in this Chapter, that certain code known and designated as the California Fire Code, 2019 Edition, as set forth in Title 24, Part 9 of the California Code of Regulations, including all appendices thereto and including all amendments made herein, and such Code shall be and become the Fire Code of the City of Placentia, to regulate and govern the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises as herein provided.

"Whenever the California Code of Regulations and State Building Standards Code of Regulations differ from any provision of the Placentia Fire Code, said State regulations shall prevail over the provisions of the Placentia Fire Code except as specifically modified herein.

"Section 18.04.040 - Definition of Terms.

"Whenever any of the following names or terms are used in the California Fire Code, each such name or term shall be deemed and construed to have the meaning ascribed to it in this section as follows:

"(A) 'Building department' means the 'building division' of the City.

"(B) 'Building official' means the chief building official of the City as appointed by the City Administrator of the City, or his or her designee.

"(C) 'City' means the City of Placentia.

"(D) 'Fire code official' means the Director of the Placentia Fire and Life Safety Department or other individual as appointed by the City Administrator of the City, or his or her designee.

"(E) 'Jurisdiction' means the City of Placentia.

"(F) 'Local Enforcing Agency' means the agency for which the Fire Code Official performs its duties and/or the City.

"(G) 'OCFA' means Orange County Fire Authority.

"Section 18.04.050 - Amendments to Fire Code.

"The following provisions of the California Fire Code hereby are amended to read, in words and figures, as follows:

"Chapter 1

Scope and Administration

Chapter 1 General Requirements. Adopt Chapter 1 in its entirety, with the exception of

Section 109, and with the following amendments:

Section 110.4 Violation penalties is hereby revised as follows:

> **110.4 Violation penalties.** Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof *or shall fail to comply with any issued orders or notices* or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, *shall be subject to penalties assessed as prescribed by the authority having jurisdiction*. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 110.4.2 Infraction and misdemeanor is hereby added as follows:

> ***110.4.2 Infraction and misdemeanor.*** *Persons operating or maintaining any occupancy, premises or vehicle subject to this code that shall permit any fire or life safety hazard to exist on premises under their control shall be guilty of an infraction. Persons who fail to take immediate action to abate a fire or life safety hazard when ordered or notified to do so by the chief or a duly authorized representative are guilty of a misdemeanor.*

Chapter 2

Definitions

Chapter 2 Definitions is adopted in its entirety with the following amendments:

Sections 202 General Definitions is hereby revised by adding "Spark Arrester" as follows:

> **202 General Definitions**
>
> ***SPARK ARRESTER.*** *A listed device constructed of noncombustible material specifically for the purpose of meeting one of the following conditions:*
>
> 1. *Removing and retaining carbon and other flammable particles/debris from the exhaust flow of an internal combustion engine in accordance with California Vehicle Code Section 38366.*
> 2. *Fireplaces that burn solid fuel in accordance with California Building Code Chapter 28.*

Chapter 3

General Requirements

Chapter 3 General Requirements. Adopt Chapter 3 in its entirety, with the exception of Sections 308.1.4, *311.5 through 311.5.5, 318, and 319*, and with the following amendments:

Section 304.1.2 Vegetation is hereby revised as follows:

304.1.2 Vegetation. Weeds, grass, vines or other growth that is capable of being ignited and endangering property, shall be cut down and removed by the owner or occupant of the premises. Vegetation clearance requirement in urban-wildland interface areas shall be in accordance with Chapter 49. *Type, amount, arrangement, and maintenance of vegetation in a fuel modification area, interior slope, or similarly hazardous area shall be in accordance with OCFA Guideline C-05 "Vegetation Management Guideline—Technical Design for New Construction, Fuel Modification Plans, and Maintenance Program."*

Section 305.6 Hazardous Conditions is hereby added as follows:

305.6 Hazardous conditions. *Outdoor fires burning wood or other solid fuel are not allowed when any of the following conditions applies:*

1. *when predicted sustained winds exceed 8 MPH and relative humidity is less than 25%, or a red flag condition has been declared*
2. *when an official sign was caused to be posted by the fire code official, or a public announcement is made*

No outdoor fires using any fuel type are permitted when predicted sustained winds exceed 20 MPH or when such fires present a hazard as determined by the fire code official.

Section 305.7 Disposal of rubbish is hereby added as follows:

305.7 Disposal of rubbish. *Rubbish, trash or combustible waste material shall be burned only within an approved incinerator and in accordance with Section 307.2.1.*

Section 307 OPEN BURNING, RECREATIONAL FIRES AND PORTABLE OUTDOOR FIREPLACES is hereby revised as follows:

SECTION 307 OPEN BURNING, RECREATIONAL FIRES, *FIRE PITS, FIRE RINGS,* AND *PORTABLE* OUTDOOR FIREPLACES

Sections 307.6 Outdoor Fireplaces, Fire Pits, Fire Rings, or similar devices used at Group R Occupancies is hereby added as follows:

307.6 Outdoor Fireplaces, Fire Pits, Fire Rings, or similar devices used at Group R Occupancies. *Outdoor fireplaces, fire pits, fire rings, or similar exterior devices used at Group R occupancies shall comply with this section.*

Exception: *Barbeques, grills, and other portable devices intended solely for cooking.*

Section 307.6.1 Gas-fueled devices is hereby added as follows:

307.6.1 Gas-fueled devices. *Outdoor fireplaces, fire pits and similar devices fueled by natural gas or liquefied-petroleum gas are allowed when approved by the Building Department and the device is designed to only burn a gas flame and not wood or other solid fuel. At R-3 occupancies, combustible construction and vegetation shall not be located within three feet of an atmospheric column that extends vertically from the perimeter of the device. At other R occupancies, the minimum distance shall be ten feet. Where a permanent Building Department approved hood and vent is installed, combustible construction may encroach upon this column between the bottom of the hood and the vent opening. Where chimneys or vents are installed, they shall have a spark arrester as defined in Section 202.*

Section 307.6.2 Devices using wood or fuels other than natural gas or liquefied-petroleum gas is hereby added as follows:

307.6.2 Devices using wood or fuels other than natural gas or liquefied-petroleum gas. *Permanent outdoor fireplaces burning wood or other solid fuel shall be constructed in accordance with the California Building Code with clearance from combustible construction and building openings as required therein. Fires in a fireplace shall be contained within a firebox with an attached chimney. The opening in the face of the firebox shall have an installed and maintained method of arresting sparks.*

The burning of wood or other solid fuel in a device is not allowed within 25 feet of combustible structures unless within an approved permanent fireplace. Conditions which could cause a fire to spread within 25 feet of a structure or to vegetation shall be eliminated prior to ignition. Fires in devices burning wood or solid fuel shall be in accordance with Sections 305, 307, and 308.

Exceptions:

1. *Portable fireplaces and fire rings/pits equipped with a device to arrest sparks shall be located at least 3' from combustible construction at R-3 occupancies,*
2. *Portable fireplaces, and fire pits/rings equipped with a device to arrest sparks, shall be located at least 15 feet from combustible structures at other R occupancies.*

Section 307.6.2.1 Where prohibited is hereby added as follows:

307.6.2.1 Where prohibited. *The burning of wood and other solid fuels shall not be conducted within a fuel modification zone, Wildfire Risk Area (WRA), Wildland-Urban Interface Area (WUI), or in locations where conditions could cause the spread of fire to the WRA or WUI.*

Exceptions:

1. *Permanent fireplaces that are not located in a fuel modification zone*

2. *Where determined by the Fire Code Official that the location or design of the device should reasonably prevent the start of a wildfire.*

Section 308.1.6.3 Sky lanterns is hereby revised as follows:

308.1.6.3 Sky lanterns. A person shall not *ignite,* release, or cause to be released a sky lantern.

Section ~~320~~ 321 Fuel Modification Requirements for New Construction is hereby added as follows:

~~320~~ ***321 Fuel Modification Requirements for New Construction.*** *All new structures and facilities adjoining land containing hazardous combustible vegetation shall be approved and in accordance with the requirements of OCFA Guideline C-05 "Vegetation Management Guideline – Technical Design for New Construction Fuel Modification Plans and Maintenance Program."*

Section ~~321~~ 322 Clearance of brush or vegetation growth from roadways is hereby added as follows:

~~321~~ ***322 Clearance of brush or vegetation growth from roadways.*** *The fire code official is authorized to cause areas within 10 feet (3048 mm) on each side of portions of highways and private streets which are improved, designed or ordinarily used for vehicular traffic, to be cleared of flammable vegetation and other combustible growth. Measurement shall be from the flow-line or the end of the improved edge of the roadway surfaces.*

Exception: *Single specimens of trees, ornamental shrubbery or cultivated ground cover such as green grass, ivy, succulents or similar plants used as ground covers, provided that they do not form a means of readily transmitting fire.*

Section ~~322~~ 323 Unusual Circumstances is hereby added as follows:

~~322~~ ***323 Unusual circumstances.*** *The fire code official may suspend enforcement of the vegetation management requirements and require reasonable alternative measures designed to advance the purpose of this code if determined that in any specific case that any of the following conditions exist:*

1. *Difficult terrain.*
2. *Danger of erosion.*
3. *Presence of plants included in any state and federal resources agencies, California Native Plant Society and county-approved list of wildlife, plants, rare, endangered and/or threatened species.*
4. *Stands or groves of trees or heritage trees.*
5. *Other unusual circumstances that make strict compliance with the clearance of vegetation provisions undesirable or impractical.*

Section 324 Use of Equipment is hereby added as follows:

324 Use of equipment. *Except as otherwise provided in this section, no person shall use, operate, or cause to be operated in, upon or adjoining any hazardous fire area any internal combustion engine which uses hydrocarbon fuels, unless the engine is equipped with a spark arrester as defined in Section 202 maintained in effective working order, or the engine is constructed, equipped and maintained for the prevention of fire.*

Exceptions:

1. *Engines used to provide motor power for trucks, truck tractors, buses, and passenger vehicles, except motorcycles, are not subject to this section if the exhaust system is equipped with a muffler as defined in the Vehicle Code of the State of California.*

2. *Turbocharged engines are not subject to this section if all exhausted gases pass through the rotating turbine wheel, there is no exhaust bypass to the atmosphere, and the turbocharger is in good mechanical condition*

Section ~~323.1~~ 324.1 Use of Equipment and Devices Generating Heat, Sparks or Open Flames is hereby added as follows:

~~323.1~~ ***324.1 Equipment and devices generating heat, sparks or open flames.*** *During any time of the year within Wildfire Risk Areas, within or immediately adjacent to any forest- or brush-covered land or non-irrigated grass-covered land, no person shall use or operate any welding equipment, cutting torches, tar pots, grinding devices, or other tools or equipment that may produce a spark, fire, or flame that could result in a wildfire without doing the following:*

1. *First clearing away all flammable material, including snags, from the area around such operation for a distance of 30 feet or other approved method to reduce fire spread into the wildlands. If 30 foot clearing cannot be achieved, then an alternate method shall be approved by the AHJ prior to work starting.*
2. *Maintain one serviceable round point shovel with an overall length of not less than forty-six (46) inches and one backpack pump water-type fire extinguisher fully equipped and ready for use at the immediate area during the operation.*
3. *Stop work when winds are 8 MPH or greater during periods when relative humidity is less than 25%, or a red flag condition has been declared or public announcement is made, when an official sign was caused to be posted by the fire code official, or when such fires present a hazard as determined by the fire code official.*
4. *Keep a cell phone nearby and call 911 immediate in case of fire.*

Section ~~323. 2~~ 324.2 Spark Arresters is hereby added as follows:

~~323.2~~ ***324.2 Spark arresters.*** *Spark arresters shall comply with Section 202, and when affixed to the exhaust system of engines or vehicles subject to Section 324 shall not be placed or mounted in such a manner as to allow flames or heat from the exhaust system to ignite any flammable material.*

Chapter 4

Emergency Planning and Preparedness

Chapter 4: **Emergency Planning and Preparedness.** Adopt only the sections, subsections, and amendment listed below:

401 – *401.9*
402
403.2
403.5 – 403.5.4
403.10.2.1.1
403.13 – 403.13.3
404.5 – 404.6.6
407

Section 407.5 is revised as follows:

> **407.5 Hazardous Materials Inventory Statement.** Where required by the fire code official, each application for a permit shall include a Hazardous Materials Inventory Statement in accordance with Section 5001.5.2.

Chapter 5

Fire Service Features

Chapter 5 Fire Service Features is adopted in its entirety with the following amendments:

SECTION 501.1 Scope is revised as follows:

> **501.1 Scope.** Fire service features for buildings, structures and premises shall comply with this chapter *and, where required by the fire code official, with OCFA Guideline B-09, "Fire Master Plan for Commercial & Residential Development." Fire service features for buildings, structures and premises located in State Responsibility Areas, and Local Responsibility Areas designated as Very High Hazard Fire Severity Zone shall also comply with OCFA Guideline B-09a, "Fire Safe Development in State Responsibility Areas, and Local Responsibility Areas designated as Very High Hazard Fire Severity Zone".*

Section 510.1 Emergency responder radio coverage *in new buildings* is revised as follows:

> ***510.1 Emergency responder radio coverage in new buildings.*** *All new buildings shall have approved radio coverage for emergency responders within the building based upon the existing coverage levels of the public safety communication systems utilized by the jurisdiction, measured at the exterior of the building. This section shall not require improvement of the existing public*

safety communication systems. The Emergency Responder Radio Coverage System shall comply with the Orange County Sheriff's Department, Communications and Technology Division guidelines and specifications and, where the functionality or performance requirements in the California Fire Code are more stringent, this code.

Exceptions:

1. *In buildings or structures where it is determined by the fire code official that the radio coverage system is not needed, including but not limited to the following:*
    a. *Existing buildings or structures, unless required by the Building Official and OCFA for buildings and structures undergoing extensive remodel and/or expansion.*
    b. *Elevators.*
    c. *Structures that meet all of the following:*
        i. *Three stories or less, and*
        ii. *Do not have subterranean storage or parking, and*
        iii. *Do not exceed 50,000 square feet on any single story.*
    d. *Structures that meet all of the following:*
        i. *Residential structures four stories or less, and*
        ii. *Constructed of wood, and*
        iii. *Do not have subterranean storage or parking, and*
        iv. *Are not built integral to an above ground multi-story parking structure.*

Should a structure that is three stories or less and 50,000 square feet or smaller on any single story include subterranean storage or parking, then this ordinance shall apply only to the subterranean areas.

2. *In facilities where emergency responder radio coverage is required and such systems, components or equipment required could have a negative impact on the normal operations of the facility, the fire code official shall have the authority to accept an automatically activated emergency radio coverage system.*

Section 510.2 Emergency responder radio coverage in existing buildings is deleted without replacement:

Section 510.3 Permit required *is deleted without replacement.*

Chapter 6

Building Services and Systems

Chapter 6 Building Services and Systems is adopted in its entirety without **amendments:**

Chapter 7

Fire and Smoke Protection Features

Chapter 7 Fire and Smoke Protection Features is adopted in its entirety without amendments.

Chapter 8

Interior Finish, Decorative Materials and Furnishings

Chapter 8 Interior Finish, Decorative Materials and Furnishings is adopted in its entirety without amendments.

Chapter 9

Fire Protection and Life Safety Systems

Adopt Chapter 9 Fire Protection and Life Safety Systems is adopted in its entirety with the following amendments:

Section 903.2 Where required is hereby revised as follows:

903.2 Where required. Approved automatic sprinkler systems in buildings and structures shall be provided *when one of the following conditions exists:*

1. ***New Buildings**: Notwithstanding any applicable provisions of Sections 903.2.1 through 903.2.19 an automatic fire-extinguishing system shall also be installed in all occupancies when the total building area exceeds 5,000 square feet (465 m2) as defined in Section 202, regardless of fire areas or allowable area.*

   Exception: Subject to approval by the Fire Code Official, open parking garages in accordance with Section 406.5 of the California Building Code.

2. ***Existing Buildings**: Notwithstanding any applicable provisions of this code, an automatic sprinkler system shall be provided in an existing building when an addition occurs and when one of the following conditions exists:*

   a. *When an addition is 33% or more of the existing building area, and the resulting building area exceeds 5,000 square feet (465 m2) as defined in Section 202; or*

   b. *When an addition exceeds 2,000 square feet and the resulting building area exceeds 5,000 square feet.*

   c. *An additional story is added above the second floor regardless of fire areas or allowable area.*

Exception: Additions to Group R-3 occupancies shall comply with Section 903.2.8 (2).

903.2.8 Group R. An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area as follows:

1. ***New Buildings:*** *An automatic sprinkler system shall be installed throughout all new buildings.*

2. ***Existing R-3 Buildings****: An automatic sprinkler system shall be installed throughout when one of the following conditions exists:*

    a. *When an addition is 50% or more of the existing building area as defined in Section 202, and greater than 1000 square feet within a two year period; or,*
    b. *An addition when the existing building is already provided with automatic sprinklers; or,*
    c. *When an existing Group R Occupancy is being substantially renovated, and where the scope of the renovation is such that the Building Code Official determines that the complexity of installing a sprinkler system would be similar as in a new building.*

Exceptions:

1. Existing Group R-3 occupancies converted to Group R-3.1 occupancies and not housing bedridden clients, not housing non-ambulatory clients above the first floor, and not housing clients above the second floor.
2. Existing Group R-3 occupancies converted to Group R-3.1 occupancies housing only one bedridden client and complying with Section 435.8.3.3 of the California Building Code.
3. Pursuant to Health and Safety Code, Section 13113, occupancies housing ambulatory children only, none of whom are mentally ill children or children with intellectual disabilities, and the buildings or portions thereof in which such children are housed are not more than two stories in height, and building or portions thereof housing such children have an automatic fire alarm system activated by approved smoke detectors.
4. Pursuant to Health and Safety Code, Section 13143.6, occupancies licensed for protective social care which house ambulatory clients only, none of whom is a child (under the age of 18 years), or who is elderly (65 years of age or over).

When not used in accordance with Section 504.2 or 506.3 of the California Building Code, an automatic sprinkler system installed in accordance with Section 903.3.1.2 shall be allowed in Group R-2.1 occupancies.

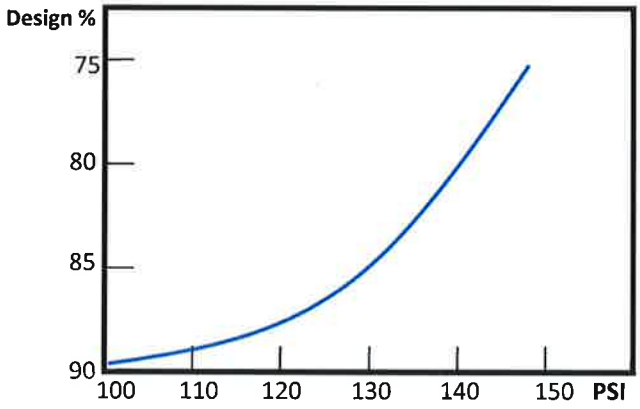
An automatic sprinkler system designed in accordance with Section 903.3.1.3 shall not be utilized in Group R-2.1 or R-4 occupancies.

Section 903.3.5.3 Hydraulically calculated systems is hereby added as follows:

903.3.5.3 Hydraulically calculated systems. *The design of hydraulically calculated fire sprinkler systems shall not exceed 90% of the water supply capacity.*

Exception: *When static pressure exceeds 100 psi, and when required by the fire code official, the fire sprinkler system shall not exceed the water supply capacity specified by Table 903.3.5.3.*

TABLE 903.3.5.3
Hydraulically Calculated Systems



Chapter 10

Means of Egress

Chapter 10 Means of Egress is adopted in its entirety without amendments.

Chapter 11

Construction Requirements for Existing Buildings

Chapter 11 Construction Requirements for Existing Buildings. Adopt only those sections and subsections listed below:

1103.7
1103.7.3
1103.7.3.1
1103.7.8 – 1103.7.8.2
1103.7.9 – 1103.7.9.10
1103.8 – 1103.8.5.3
1103.9.1
1107
1113
1114
1115

Chapter 12
Energy Systems

Chapter 12 Energy Systems is adopted in its entirety with the following amendment added:

1201.1.1 Other Systems *Where required by the fire code official, other systems and operations including but not limited to battery systems assembly, battery reconditioning and storage, research and development of battery storage systems, electric vehicle manufacturing and testing, and battery charging systems for cars and carts inside of buildings or structures, shall comply with this chapter.*

Exception: When approved by the fire code official, charging stations for electric vehicles located in open parking garages of Type I or II construction and/or approved parking structures with fire protection systems.

Chapter 20
Aviation Facilities

Chapter 20 Aviation Facilities is adopted in its entirety without amendments.

Chapter 21
Dry Cleaning

Chapter 21 Dry Cleaning is adopted in its entirety without amendments.

Chapter 22
Combustible Dust-Producing Operations

Chapter 22 Combustible Dust-Producing Operations is adopted in its entirety without amendments.

Chapter 23
Motor Fuel-Dispensing Facilities and Repair Garages

Chapter 23 Motor Fuel-Dispensing Facilities and Repair Garages is adopted in its entirety without amendments.

Chapter 24
Flammable Finishes

Chapter 24 Flammable Finishes is adopted in its entirety without amendments.

Chapter 25
Fruit and Crop Ripening

Chapter 25 Fruit and Crop Ripening is deleted in its entirety.

Chapter 26
Fumigation and Insecticidal Fogging

Chapter 26 Fumigation and Insecticidal Fogging is deleted in its entirety.

Chapter 27
Semiconductor Fabrication Facilities

Chapter 27 Semiconductor Fabrication Facilities is adopted in its entirety without amendments

Chapter 28

Lumber Yards and Agro-Industrial, Solid Biomass and Woodworking Facilities

Chapter 28 Lumber Yards and Agro-Industrial, Solid Biomass and Woodworking Facilities is adopted in its entirety with the following amendments:

Section 2801.2 Permit is hereby revised as follows:

> **2801.2 Permit**. Permits shall be required as set forth in Section 105.6 *and 105.6.29*.

Section 2808.2 Storage site is hereby revised as follows:

> **2808.2 Storage site**. Storage sites shall be level and on solid ground, elevated soil lifts or other all-weather surface. Sites shall be thoroughly cleaned *and approval obtained from the fire code official* before transferring ~~wood~~ products to the site.

Section 2808.3 Size of piles is hereby revised as follows:

> **2808.3 Size of piles**. Piles shall not exceed *15* feet in height, *50* feet in width and *100* feet in length.
>
> **Exception:** The fire code official is authorized to allow the pile size to be increased where a fire protection plan is provided for approval that includes, but is not limited to, the following:
>
> 1. Storage yard areas and materials-handling equipment selection, design and arrangement shall be based upon sound fire prevention and protection principles.
> 2. Factor that lead to spontaneous heating shall be identified in the plan, and control of the various factors shall be identified and implemented, including provisions for monitoring the internal condition of the pile.

3. The plan shall include means for early fire detection and reporting to the public fire department; and facilities needed by the fire department for fire extinguishment including a water supply and fire hydrants.
4. Fire apparatus access roads around the piles and access roads to the top of the piles shall be established, identified and maintained.
5. Regular yard inspections by trained personnel shall be included as part of an effective fire prevention maintenance program.

Additional fire protection called for in the plan shall be provided and shall be installed in accordance with this code. The increase of the pile size shall be based upon the capabilities of the installed fire protection system and features.

Section 2808.4 Pile Separation is hereby revised as follows:

2808.4. Pile separation. Piles shall be separated from adjacent piles by *minimum distance of 20 feet. Additionally, piles shall have a minimum separation of 100 feet from combustible vegetation.*

Section 2808.7 Pile fire protection is hereby revised as follows:

2808.7 Pile fire protection. Automatic sprinkler protection shall be provided in conveyor tunnels and combustible enclosures that pass under a pile. Combustible conveyor systems and enclosed conveyor systems shall be equipped with an approved automatic sprinkler system. *Oscillating sprinklers with a sufficient projectile reach are required to maintain a 40% to 60% moisture content and wet down burning/smoldering areas.*

Section 2808.9 Material-handling equipment is hereby revised as follows:

2808.9 Material-handling equipment. *All material-handling equipment operated by an internal combustion engine shall be provided and maintained with an approved spark arrester.* Approved material-handling equipment shall be available for moving wood chips, hogged material, wood fines and raw product during fire-fighting operations.

Section 2808.11 Temperature control is hereby added as follows:

2808.11 Temperature control. *The temperature shall be monitored and maintained as specified in Sections 2808.11.1 and 2808.11.2.*

Section 2808.11.1 Pile temperature control is hereby added as follows:

2808.11.1 Pile temperature control. *Piles shall be rotated when internal temperature readings are in excess of 165 degrees Fahrenheit.*

Section 2808.11.2 New material temperature control is hereby added as follows:

2808.11.2 New material temperature control. *New loads delivered to the*

facility shall be inspected and tested at the facility entry prior to taking delivery. Material with temperature exceeding 165 degrees Fahrenheit shall not be accepted on the site. New loads shall comply with the requirements of this chapter and be monitored to verify that the temperature remains stable.

Section 2808.12 Water availability is hereby added as follows:

2808.12 Water Availability. *Facilities with over 2500 cubic feet shall provide a water supply. The minimum fire flow shall be no less than 500 GPM @ 20 psi for a minimum of 1 hour duration for pile heights up to 6 feet and 2 hour duration for pile heights over 6 feet. If there is no water purveyor, an alternate water supply with storage tank(s) shall be provided for fire suppression. The water supply tank(s) shall provide a minimum capacity of 2500 gallons per pile (maximum 30,000 gallons) for piles not exceeding 6 feet in height and 5000 gallons per pile (maximum 60,000) for piles exceeding 6 feet in height. Water tank(s) shall not be used for any other purpose unless the required fire flow is left in reserve within the tank at all times. An approved method shall be provided to maintain the required amount of water within the tank(s).*

Section 2808.13 Tipping area is hereby added as follows:

2808.13 Tipping areas *shall comply with the following:*

1. *Tipping areas shall not exceed a maximum area of 50 feet by 50 feet.*
2. *Material within a tipping area shall not exceed 5 feet in height at any time.*
3. *Tipping areas shall be separated from all piles by a 20 foot wide fire access lane.*
4. *A fire hydrant or approved fire water supply outlet shall be located within 150 feet of all points along the perimeter of the tipping area.*
5. *All material within a tipping area shall be processed within 5 days of receipt.*

Section 2808.14 Emergency Contact is hereby added as follows:

2808.14 Emergency Contact*. The contact information of a responsible person or persons shall be provided to the Fire Department and shall be posted at the entrance to the facility for responding units. The responsible party should be available to respond to the business in emergency situation.*

Chapter 29
Manufacture of Organic Coatings

Chapter 29 Manufacture of Organic Coatings is adopted in its entirety without amendments.

Chapter 30
Industrial Ovens

Chapter 30 Industrial Ovens is adopted in its entirety without amendments.

Chapter 31
Tents, Temporary Special Event Structures and Other Membrane Structures

Chapter 31 Temporary Special Event Structures and Other Membrane Structures is adopted in its entirety without amendments.

Chapter 32
High-Piled Combustible Storage

Chapter 32 High-Piled Combustible Storage is adopted in its entirety without amendments.

Chapter 33
Fire Safety During Construction and Demolition

Chapter 33 Fire Safety During Construction and Demolition is adopted in its entirety without amendments.

Chapter 34
Tire Rebuilding and Tire Storage

Chapter 34 Tire Rebuilding and Tire Storage is adopted in its entirety without amendments.

Chapter 35
Welding and Other Hot Work

Chapter 35 Welding and Other Hot Work is adopted in its entirety without amendments.

Chapter 36
Marinas

Chapter 36 Marinas is adopted in its entirety without amendments.

Chapter 37
Combustible Fibers

Chapter 37 Combustible Fibers is adopted in its entirety without amendments.

Chapter 39
Processing and Extraction Facilities

Chapter 39 Processing and Extraction Facilities is adopted in its entirety without amendments.

Chapter 48
Motion Picture and Television Production Studio Sound Stages, Approved

Production Facilities and Production Locations

Chapter 48 Motion Picture and Television Production Studio Sound Stages, Approved Production Facilities and Production Locations is adopted in its entirety without amendments.

Chapter 49
Requirements for Wildland-Urban Interface Fire Areas

Chapter 49 Requirements for Wildland-Urban Interface Fire Areas is adopted in its entirety with the following amendments:

Section 4906.3 Requirements is hereby revised as follows:

4906.3 Requirements. Hazardous vegetation and fuels around all applicable buildings and structure shall be maintained in accordance with the following laws and regulations:

1. Public Resources Code, Section 4291.
2. California Code of Regulations, Title 14, Division 1.5, Chapter 7, Subchapter 3, Section 1299 (see guidance for implementation "General Guideline to Create Defensible Space").
3. California Government Code, Section 51182.
4. California Code of Regulations, Title 19, Division 1, Chapter 7, Subchapter 1, Section 3.07.
5. *OCFA Guideline C-05 "Vegetation Management Guideline – Technical Design for New Construction Fuel Modification Plans and Maintenance Program."*

Section 4908 Fuel Modification Requirements for New Construction is hereby added as follows:

4908 Fuel Modification Requirements for New Construction. *All new buildings to be built or installed in a Wildfire Risk Area shall comply with the following:*

1. *Preliminary fuel modification plans shall be submitted to and approved by the fire code official prior to or concurrently with the approval of any tentative map.*

2. *Final fuel modification plans shall be submitted to and approved by the fire code official prior to the issuance of a grading permit.*

3. *The fuel modification plans shall meet the criteria set forth in the Fuel Modification Section of OCFA Guideline C-05 "Vegetation Management Guideline – Technical Design for New Construction Fuel Modification Plans and Maintenance Program."*

   1.1 *The fuel modification plan shall include provisions for the maintenance of the fuel modification in perpetuity.*

4. *The fuel modification plan may be altered if conditions change. Any alterations to the fuel modification areas shall have prior approval from the fire code*

official.

5. *All elements of the fuel modification plan shall be maintained in accordance with the approved plan and are subject to the enforcement process outlined in the Fire Code.*

Chapter 50
Hazardous Materials – General Provisions

Chapter 50 Hazardous Materials – General Provisions is adopted in its entirety with the following amendments.

Section 5001.5.2 Hazardous Materials Inventory Statement (HMIS), is hereby revised as follows:

5001.5.2 Hazardous Materials Inventory Statement (HMIS). Where required by the fire code official, an application for a permit shall include an HMIS, such as the Superfund Amendments and Reauthorization Act of 1986 (SARA) Title III, Tier II Report or other approved statement, *which shall be completed and approved prior to approval of plans, and/or the storage, use or handling of chemicals on the premises.* The HMIS shall include the following information:

1. Product Name
2. Component.
3. Chemical Abstract Service (CAS) number.
4. Location where stored or used.
5. Container size.
6. Hazard classification.
7. Amount in storage.
8. Amount in use-closed systems.
9. Amount in use-open systems.

Section 5003.1.1.1 Extremely Hazardous Substances is hereby added as follows:

5003.1.1.1 Extremely Hazardous Substances. *No person shall use or store any amount of extremely hazardous substances (EHS) in excess of the disclosable amounts (see Health and Safety Code Section 25500 et al) in a residential zoned or any residentially developed property.*

Chapter 51
Aerosols

Chapter 51 Aerosols is adopted in its entirety without amendments.

Chapter 53
Compressed Gases

Chapter 53 Compressed Gases is adopted in its entirety without amendments.

Chapter 54
Corrosive Materials

Chapter 54 Corrosive materials is adopted in its entirety without amendments.

Chapter 55
Cryogenic Fluids

Chapter 55 Cryogenic Fluids is adopted in its entirety without amendments.

Chapter 56
Explosives and Fireworks

Chapter 56 Explosives and Fireworks is adopted in its entirety with the following amendments:

Section 5608.2 Firing is hereby added as follows:

5608.2 Firing. *All fireworks displays, regardless of mortar, device, or shell size, shall be electrically fired.*

Section 5608.3 Application for Permit is hereby added as follows:

Section 5608.3 Application for Permit. *A diagram of the grounds on which the display is to be held showing the point at which the fireworks are to be discharged, the fallout area based on 100 feet per inch of shell size, the location of all buildings, roads, and other means of transportation, the lines behind which the audience will be restrained, the location of all nearby trees, telegraph or telephone line, or other overhead obstructions shall be provided to the City of Placentia.*

Chapter 57
Flammable and Combustible Liquids

Chapter 57 Flammable and Combustible Liquids. Adopt Chapter 57, *with the exception of Section 5707*, in its entirety *and with the following amendment:*

Section 5701.1.1 On-Demand Mobile fueling *is added as follows:*

Section 5701.1.1 Mobile fueling. *On-demand mobile fueling of Class I, II, and III liquids into the fuel tanks of vehicles is prohibited.*

Chapter 58
Flammable Gases and Flammable Cryogenic Fluids

Chapter 58 Flammable Gases and Flammable Cryogenic Fluids. Adopt Chapter 58, *with the exception of Section 5809*, in its entirety *and with the following amendment:*

Section 5801.1 Scope is revised as follows:

Section 5801.1 Scope. The storage and use of flammable gases and flammable cryogenic fluids shall be in accordance with this chapter, NFPA 2 and NFPA 55. Compressed gases shall also comply with Chapter 53 and cryogenic fluids shall also comply with Chapter 55. Flammable cryogenic fluids shall comply with Section 5806. Hydrogen motor fuel-dispensing stations and repair garages and their associated above-ground hydrogen storage systems shall also be designed, constructed and maintained in accordance with Chapter 23. *Mobile fueling of gaseous and liquid hydrogen, compressed natural gas (CNG), and liquefied natural gas (LNG) into the fuel tanks of vehicles is prohibited.*

Exceptions:

1. Gases used as refrigerants in refrigeration systems (see Section 605).
2. Liquefied petroleum gases and natural gases regulated by Chapter 61.
3. Fuel-gas systems and appliances regulated under the California Mechanical Code and the California Plumbing Code other than gaseous hydrogen systems and appliances.
4. Pyrophoric gases in accordance with Chapter 64.

Chapter 59
Flammable Solids

Chapter 59 Flammable Solids is adopted in its entirety without amendments.

Chapter 60
Highly Toxic and Toxic Materials

Chapter 60 Highly Toxic and Toxic Materials is adopted in its entirety without amendments.

Chapter 61
Liquefied Petroleum Gases

Chapter 61 Liquefied Petroleum Gases is adopted in its entirety without amendments.

Chapter 62
Organic Peroxides

Chapter 62 Organic Peroxides is adopted in its entirety without amendments.

Chapter 63
Oxidizers, Oxidizing Gases, and Oxidizing Cryogenic Fluids

Chapter 63 Oxidizers, Oxidizing Gases, and Oxidizing Cryogenic Fluids is adopted in its entirety without amendments.

Chapter 64
Pyrophoric Materials

Chapter 64 Pyrophoric Materials is adopted in its entirety without amendments.

Chapter 65
Pyroxylin (Cellulose Nitrate) Plastics

Chapter 65 Pyroxylin (Cellulose Nitrate) Plastics is adopted in its entirety without amendments.

Chapter 66
Unstable (Reactive) Materials

Chapter 66 Unstable (Reactive) Materials is adopted in its entirety without amendments.

Chapter 67
Water-Reactive Solids and Liquids

Chapter 67 Water-Reactive Solids and Liquids is adopted in its entirety without amendments.

Chapter 80
Referenced Standards

Chapter 80 Referenced Standards is adopted in its entirety with the following amendments:

NFPA 13, 2016 Edition, Standard for the Installation of Sprinkler Systems is hereby amended as follows:

Section 6.7.3 is hereby revised as follows:

> **6.7.3** Fire department connections *(FDC)* shall be of an approved type. *The location shall be approved and be no more than 150 feet from a public hydrant. The FDC may be located within 150 feet of a private fire hydrant when approved by the fire code official. The size of piping and the number of 2½" inlets shall be approved by the fire code official. If acceptable to the water authority, it may be installed on the backflow assembly. Fire department inlet connections shall be painted OSHA safety red or as approved. When the fire sprinkler density design requires more than 500 gpm (including inside hose stream demand), or a standpipe system is included, four 2½" inlets shall be provided.*

Section 8.3.3.1 is hereby revised as follows:

> **8.3.3.1** *When fire sprinkler systems are installed in shell buildings of undetermined use (Spec Buildings) other than warehouses (S occupancies), fire sprinklers of the*

quick-response type shall be used. Use is considered undetermined if a specific tenant/occupant is not identified at the time the fire sprinkler plan is submitted.
Sprinklers in light hazard occupancies shall be one of the following:

(1) Quick-response type as defined in 3.6.4.8
(2) Residential sprinklers in accordance with the requirements of 8.4.5
(3) Quick response CMSA sprinklers
(4) ESFR sprinklers
(5) Standard-response sprinklers used for modifications or additions to existing light hazard systems equipped with standard-response sprinklers
(6) Standard-response sprinklers used where individual standard-response sprinklers are replaced in existing light hazard systems

Section 8.15.1.2.7 is hereby revised as follows:

8.15.1.2.7 Concealed spaces filled with noncombustible insulation shall not require sprinkler protection *when approved by the fire code official.*

Section 11.1.1.1 is hereby added as follows:

11.1.1.1 *When fire sprinkler systems are required in buildings of undetermined use other than warehouses, they shall be designed and installed to have a fire sprinkler density of not less than that required for an Ordinary Hazard Group 2 use, with no reduction(s) in density or design area. Warehouse fire sprinkler systems shall be designed to Figure 16.2.1.3.2 (d) curve "G". Use is considered undetermined if a specific tenant/occupant is not identified at the time the sprinkler plan is submitted. Where a subsequent use or occupancy requires a system with greater capability, it shall be the responsibility of the occupant to upgrade the system to the required density for the new use or occupancy.*

Section 11.2.3.1.1.1 is hereby added as follows:

11.2.3.1.1.1 *The available water supply for fire sprinkler system design shall be determined by one of the following methods, as approved by the fire code official:*

1) *Subtract the project site elevation from the low water level for the appropriate pressure zone and multiply the result by 0.433;*
2) *Use a maximum of 40 psi, if available;*
3) *Utilize the OCFA water-flow test form/directions to document a flow test conducted by the local water agency or an approved third party licensed in the State of California.*

NFPA 13D 2016 Edition, Standard for the Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes is hereby amended as follows:

Section 7.1.2 is hereby revised as follows:

7.1.2 The sprinkler system piping shall not have separate control valves installed unless supervised by *a central station, proprietary, or remote station alarm service.*

NFPA 14, 2013 Edition, Installation of Standpipe and Hose Systems is hereby amended as follows:

Section 7.3.1.1 is hereby is deleted in its entirety and replaced as follows:

~~**7.3.1.1** Hose connections and hose stations shall be unobstructed and shall be located not less than 3 ft (0.9 m) or more than 5 ft (1.5 m) above the floor.~~

7.3.1.1 *Class I and III Standpipe hose connections shall be unobstructed and shall be located not less than 18 inches or more than 24 inches above the finished floor. Class II Standpipe hose connections shall be unobstructed and shall be located not less than 3 feet or more than 5 feet above the finished floor.*

NFPA 24, 2016 Edition, Standard for the Installation of Private Fire Service Mains and Their Appurtenances is hereby amended as follows:

Section 6.2.8.1 is hereby added as follows:

6.2.8.1 *All indicating valves controlling fire suppression water supplies shall be painted OSHA red.*

Exceptions:

1. *Brass or bronze valves on sprinkler risers mounted to the exterior of the building may be left unpainted.*
2. *Where OS&Y valves on the detector check assembly are the only control valves, at least one OS&Y valve shall be painted red.*

Section 6.2.9 is hereby amended as follows:

All connections to private fire service mains for fire protection systems shall be arranged in accordance with one of the following so that they can be isolated:

(1) A post indicator valve installed not less than 40 ft (12 m) from the building

(a) For buildings less than 40 ft (12 m) in height, a post indicator valve shall be permitted to be installed closer than 40 ft (12 m) but at least as far from the building as the height of the wall facing the post indicator valve.

(2) A wall post indicator valve

(3) An indicating valve in a pit, installed in accordance with Section 6.4

(4) A backflow preventer with at least one indicating valve not less than 40 ft (12 m) from the building

(a) For buildings less than 40 ft (12 m) in height, a backflow preventer

with at least one indicating valve shall be permitted to be installed closer than 40 ft (12 m) but at least as far from the building as the height of the wall facing the backflow preventer.

(5) Control valves installed in a fire-rated room accessible from the exterior

(6) Control valves in a fire-rated stair enclosure accessible from the exterior

Section 10.1.5 is hereby added as follows:

10.1.5 *All ferrous pipe and joints shall be polyethylene encased per AWWA C150, Method A, B, or C. All fittings shall be protected with a loose 8-mil polyethylene tube or sheet. The ends of the tube or sheet shall extend past the joint by a minimum of 12 inches and be sealed with 2 inch wide tape approved for underground use. Galvanizing does not meet the requirements of this section.*

Exception: 304 or 316 Stainless Steel pipe and fittings

Section 10.4.1.1 is hereby revised as follows:

10.4.1.1 All bolted joint accessories shall be cleaned and thoroughly coated with asphalt or other corrosion-retarding material after installation.

Exception: Bolted joint accessories made from 304 or 316 stainless steel.

Section 10.4.1.1.1 is hereby added as follows:

10.4.1.1.1 *All bolts used in pipe-joint assembly shall be 316 stainless steel.*

Section 10.4.3.2 is hereby deleted and replaced as follows:

10.4.3. *Where fire service mains enter the building adjacent to the foundation, the pipe may run under a building to a maximum of 24 inches, as measured from the interior face of the exterior wall to the center of the vertical pipe. The pipe under the building or building foundation shall be 304 or 316 stainless steel and shall not contain mechanical joints or it shall comply with 10.4.3.2.1 through 10.4.3.2.4.*

Appendices

Appendix A is deleted in its entirety without amendments.

Appendix B is adopted in its entirety with~~out~~ amendments outlined in Guideline B-09.

Appendix BB is adopted in its entirety without amendments.

Appendix C is adopted in its entirety without amendments.

Appendix CC is adopted in its entirety without amendments.

Appendix D is deleted in its entirety without amendments.

Appendix E is deleted in its entirety without amendments.

Appendix F is deleted in its entirety without amendments.

Appendix G is deleted in its entirety without amendments.

Appendix H is ~~deleted~~ in its entirety without amendments.

Appendix I is deleted in its entirety without amendments.

Appendix J is deleted in its entirety without amendments.

Appendix K is deleted in its entirety without amendments.

Appendix L is deleted in its entirety without amendments.

Appendix M is deleted in its entirety without amendments.

Appendix N is deleted in its entirety without amendments.

Appendix O is deleted in its entirety without amendments.

"Section 18.04.060 - Enforcement and Inspections.

"The Placentia Fire Code, as set forth in this chapter shall be enforced by the Local Enforcement Agency. The Fire Code Official or City Administrator or designee, may detail and designate such staff members as shall be deemed necessary from time to time to enforce Chapter 18.04.

"Section 18.04.070 - Fees.

"Notwithstanding any provision of the Placentia Fire Code as hereby adopted, all fees for services provided pursuant to the Placentia Fire Code shall approved by resolution therefor as adopted by the city council of the city of Placentia or the Orange County fire authority board of directors, as the case may be, pursuant to the provisions of

California Government Code Section 66016, et seq. In addition to any other fee(s) to be charged hereunder, any person, firm, partnership or corporation initiating or engaging in any work without the permit therefor as required hereunder shall pay a penalty equal to one hundred (100) percent of the fee for the requisite permit if issued after such work commences, is initiated or engaged in by such person, firm, partnership or corporation.

"Section 18.04.080 - Copy filed.

"One (1) copy of the California Fire Code, 2019 Edition, including all appendices thereto and including all amendments made herein is on file in the office of the building official and the Orange County fire authority pursuant to the requirements of California Health and Safety Code Section 18942(e)(1) and is available for public inspection."

SECTION 7. A new Chapter 20.04 hereby is added to Title 20 of the Placentia Municipal Code to read, in words and figures, as follows:

"Chapter 20.04

"California Building Code, 2019 Edition

"Sections:

"20.04.010	**Title**
"20.04.020	**Purpose**
"20.04.030	**Adoption of Building Code**
"20.04.040	**Definition of Terms**
"20.04.050	**Amendments to Building Code**
"20.04.060	**Enforcement and Inspections**
"20.04.070	**Fees**
"20.04.080	**Copy filed**

Chapter 15.04

BUILDING CODE

"Section 20.04.010 - Title.

"This Chapter shall be known as the 'Placentia Building Code.'

"Section 20.04.020 - Purpose.

"The purpose of this Chapter is to prescribe regulations for erecting, construction, enlargement, alteration, repair, improving, removal, conversion, demolition, occupancy, equipment use, height, and area of buildings and structures and conditions hazardous to life or property in the occupancy of buildings and premises as herein provided.

"Section 20.04.030 - Adoption of Building Code

"Except as provided in this chapter, those certain building codes known and designated as the California Building Code 2019 Edition, including all appendices, is hereby adopted by reference as the Building Code of the City of Placentia for regulating the erection, construction, enlargement, alteration, repair, moving, removal, demolition, conversion, occupancy, equipment, use, height, area and maintenance of all buildings and/or structures in the City of Placentia.

"Whenever the California Code of Regulations and State Building Standards Code of Regulations differ from any provision of the Placentia Building Code, said State regulations shall prevail over the provisions of the Placentia Building Code except as specifically modified herein.

"Section 20.04.040 - Definition of Terms.

"Whenever any of the following names or terms are used in the California Building Code, each such name or term shall be deemed and construed to have the meaning ascribed to it in this section as follows:

"(A) 'Building department' means the 'building division' of the City.

"(B) 'Building official' means the chief building official of the City as appointed by the City Administrator of the City, or his or her designee.

"(C) 'City' means the City of Placentia.

"(D) 'Fire Code' means the Placentia Fire Code

"(E) 'Fire code official' means the Director of the Placentia Fire and Life Safety Department or other individual as appointed by the City Administrator of the City, or his or her designee.

"(F) 'Local enforcing agency' means the City.

"Section 20.04.050 - Amendments to Building Code.

"The following provisions of the 2019 California Building Code (CBC) are hereby amended to read, in words and figures, as follows:

Administrative Provisions. Division II of Chapter 1, entitled "Scope and Administration", is applicable in the City.

CBC Section 101.1 is amended, by inserting City of Placentia into the text as the name of the jurisdiction.

CBC Section 101.4 is amended by deletion of its entirety (including sections 101.4.1, 101.4.2, 101.4.3, 101.4.4, 101.4.5, 101.4.6 and 101.4.7), and replaced with the following:

"101.4. Referenced Codes. The California Codes listed below shall be considered part of the requirements of this code to the extent of each such reference:

1. California Building Code, 2019 Edition, based on the 2018 International Building Code

2. California Residential Code, 2019 Edition, based on the 2018 International Residential Code
3. California Green Building Standards Code, 2019 Edition
4. California Existing Building Code, 2019 Edition, based on the 2018 International Existing Building Code
5. California Mechanical Code, 2019 Edition, based on the 2018 Uniform Mechanical Code
6. California Plumbing Code, 2019 Edition, based on the 2018 Uniform Plumbing Code
7. California Electrical Code, 2019 Edition, based on the 2017 National Electrical Code
8. International Property Maintenance Code, 2018 Edition
9. California Historical Building Code, 2019 Edition

The provisions of these Construction Codes as amended by this chapter shall constitute the Building Regulations of the City of Placentia. Where the California Code of Regulations and State Building Standards Code of Regulations differ from any sections of the Construction Codes, State regulations shall prevail over the Construction Codes.

One (1) copy of all the above codes and standards therefore are on file in the office of the building official pursuant to Health and Safety Code Section 18942 (d) (1) and are made available for public inspection.

"CBC Section 105.2 is revised by amending exception 1, 2 and 9, and adding 14 as follows:

1. One-story detached accessory structures used as tool and storage sheds, patio and pool supply sheds, BBQ or stand-alone fireplaces not exceeding 6 feet above grade (gas lines require permits), playhouses and similar uses, provided the floor area does not exceed 120 square feet, with no air conditioning, no electrical, and no plumbing fixtures, and conforming to the Zoning Code.
2. Wood, steel, vinyl, iron, or other similar such fences not over 6 feet high. Masonry walls or fences not over 3 feet high.
9. Prefabricated swimming pools accessory to a Group R-3 occupancy that are less than 18 inches (457.2 mm) deep, do not exceed 5,000 gallons (18,927.059L) and are installed entirely above ground.
14. Decks not exceeding 200 square feet (18.58 m^2) in area, that are not more than 30 inches (762 mm) above grade at any point, are not attached to a dwelling and do not serve the exit door required by Section R311.2.

"CBC Section 105.5 is amended as follows:

105.5 Expiration. Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 12 months after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced. The building official is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.

Time limitation for permit expiration as the result of code enforcement shall be as per notice of violation or as otherwise determined by the Building Official.

"CBC Section 107.3 is amended to add a paragraph as follows:

An expedited review and permit issuance process shall be provided for EV Charging

Stations and simplified forms for submittal will be made available on the City's website.

"CBC Section 110.A. is amended to add a paragraph as follows:

Right of Entry.

"1. The building official shall have the authority to enter any building or premises for the purpose making an inspection to enforce the provisions of this code, or to investigate the existence in any building or upon any premises any conditions or violations(s) of this code, which make the building or premises unsafe, dangerous or hazardous in order to protect the public health, safety and welfare of the City. In addition, the building official is authorized to enter any building or premises in order to inspect the same for purposes of issuing any permit issued or required hereunder.

"2. Except in emergency situations, the building official shall not enter any building or premises without the consent of the owner or occupant thereof, unless he or she possesses a search warrant authorizing entry and search of said building or premises. No person shall hinder or prevent the building official while in the performance of the duties herein described as emergency situations or while in possession of a search warrant, from entering upon and into any and all premises under his or her jurisdiction, at all reasonable hours, for the purpose of inspecting the same to determine whether or not the provisions of this code and all other applicable laws or ordinances pertaining to the protection of persons or property are observed therein.

"CBC Section 113.3 is amended to provide as follows:

Board of Appeals when used in the Building Standards Codes shall mean the City Planning Commission. The Board of Appeals is hereby established for each of the Building Standards Codes. Depending on the subject of the appeal, specialized expertise may be solicited for the purpose of providing input to the Appeals Board.

"CBC Table 1505.1 is amended, by the deletion of Table 1505.1 and the addition of a new Table 1505.1 thereto, to read as follows:

TABLE 1505.1[a]
MINIMUM ROOF COVERING CLASSIFICATIONS
TYPES OF CONSTRUCTION

IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
B	B	B	B	B	B	B	B	B

For SI: 1 foot = 304.8 mm, 1 square foot = 0.0929 m^2.
a. Unless otherwise required in accordance with Chapter 7A.

"CBC Section 1505.1.3 is amended, by the deletion of the entire section and the addition of a new section thereto, to read as follows:

1505.1.3 Roof coverings within all other areas. The entire roof covering of every existing structure where more than 50 percent of the total roof area is replaced within any one-year period, the entire roof covering of every new structure, and any roof covering applied in the alteration, repair or replacement of the roof of every existing structure, shall be a fire-retardant roof covering that is at least Class B.

"CBC Section 1807.1.6 is amended to read as follows:

1807.1.6 Prescriptive design of concrete and masonry foundation walls. Concrete and masonry foundation walls that are laterally supported at the top and bottom shall be permitted to be designed and constructed in accordance with this section. Prescriptive design of foundation walls shall not be used for structures assigned to Seismic Design Category D, E or F.

"CBC Section 3109.2 is amended as follows:

3109.2 Construction permit; safety features required. New or remodel pools or spas, at a private single-family home, shall have an enclosure complying with the amended California Residential Code Appendix V.

"Section 20.04.060 - Enforcement and Inspections.

"The Placentia Building Code, as set forth in this Chapter 20.04 shall be enforced by the City Building Official or his or her designee.

"Section 20.04.070 - Fees.

"Notwithstanding any provision of the Placentia Building Code as hereby adopted, all fees for services provided pursuant to the Placentia Building Code shall approved by resolution therefor as adopted by the City Council of the City of Placentia pursuant to the provisions of California Government Code § 66016, *et seq.* In addition to any other fee(s) to be charged hereunder, any person, firm, partnership or corporation initiating or engaging in any work without the permit therefor as required hereunder shall pay, a penalty equal to 100% of the fee for the requisite permit if issued after such work commences, is initiated or engaged in by such person, firm, partnership or corporation.

"Section 20.04.080 - Copy filed.

"One (1) copy of the California Building Code, 2019 Edition, based on the 2018 International Building Code as published by the International Code Council, including all appendices thereto and including all amendments made herein is on file in the office of the Building Official pursuant to the requirements of California Health and Safety Code § 18942(e)(1) and is available for public inspection."

SECTION 8. A new Chapter 20.08 hereby is added to Title 20 of the Placentia Municipal Code to read, in words and figures, as follows:

"Chapter 20.08

"California Residential Code, 2019 Edition

"Sections:

"20.08.010	**Title**
"20.08.020	**Purpose**
"20.08.030	**Adoption of Residential Code**
"20.08.040	**Definition of Terms**
"20.08.050	**Amendments to Residential Code**
"20.08.060	**Enforcement and Inspections**
"20.08.070	**Fees**
"20.08.080	**Copy filed**

"Section 20.08.010 - Title.

"This Chapter shall be known as the 'Placentia Residential Code.'

"Section 20.08.020 - Purpose.

"The purpose of this Chapter is to prescribe regulations for erecting, construction, enlargement, alteration, repair, improving, removal, conversion, demolition, occupancy, equipment use, height, and area of buildings and structures and conditions hazardous to life or property in the occupancy of residential buildings and premises as herein provided.

"Section 20.08.030 - Adoption of the 2019 California Residential Code.

"Except as provided in this chapter, those certain building codes known and designated as the *California Residential Code* (CRC) 2019 Edition, including appendix H and V, shall become the residential code of the City of Placentia for regulating the erection, construction, enlargement, alteration, repair, moving, removal, demolition, conversion, equipment, use, height, area and maintenance of all residential structures within the scope of the CRC in the City of Placentia.

"Whenever the California Code of Regulations and State Building Standards Code of Regulations differ from any provision of the Placentia Residential Code, said State regulations shall prevail over the provisions of the Placentia Residential Code except as specifically modified herein.

"Section 20.08.040 - Definition of Terms.

"Whenever any of the following names or terms are used in the California Residential Code, each such name or term shall be deemed and construed to have the

meaning ascribed to it in this section as follows:

"(A) 'Building department' means the 'building division' of the City.

"(B) 'Building official' means the chief building official of the City as appointed by the City Administrator of the City, or his or her designee.

"(C) 'City' means the City of Placentia.

"(D) 'Fire Code' means the Placentia Fire Code. '

"(E) 'Fire code official' means the Director of the Placentia Fire and Life Safety Department or other individual as appointed by the City Administrator of the City, or his or her designee.

"(F) 'Jurisdiction' means the City.

"(G) 'Local enforcing agency' means the agency for which the Fire Code Official performs its duties and/or the City.

"Section 20.08.050 - Amendments to Residential Code.

"The following provisions of the 2019 California Residential Code (CRC) hereby are amended to read, in words and figures, as follows:

CRC Division II, Administration, Sections 101 through 116 is deleted in their entirety. Refer to this code Section 15.04.020, Administrative Provisions, for the administration of the CRC.

CRC Table R301.2 (1) is revised to read as follows:

TABLE R301.2(1)
CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA

GROUND SNOW LOAD o	WIND DESIGN				SEISMIC DESIGN CATEGORY f	SUBJECT TO DAMAGE FROM			WINTER DESIGN TEMP e	ICE BARRIER UNDERLAYMENT REQUIRED h	FLOOD HAZARDS g	AIR FREEZING INDEX i	MEAN ANNUAL TEMP j
	Speed (MPH) d	Topographic effects k	Special wind region l	Windborne debris zone m		Weathering a	Frost line depth b	Termite c					
ZERO	**110**	**No**	**No**	**No**	**D2 or E**	**Negligible**	**12"**	**Very Heavy**	**43**	**No**	**Yes**	**0**	**60**

MANUAL J DESIGN CRITERIA n

ELEVATION	LATITUDE	WINTER HEATING	SUMMER COOLING	ALTITUDE CORRECTION FACTOR	INDOOR DESIGN TEMPERATURE	DESIGN TEMPURATURE COOLING	HEAT TEMPERATURE DIFFERENCE
305	**34**	**37**	**91**		**70**	**75**	
COOLING TEMURATURE DIFFERENCE	WIND VELOCITY HEATING	WIND VELOCITY COOLING	COINCIDENT WET BULB	DAILY RANGE	WINTER HUMIDITY	SUMMER HUMIDITY	
7			**69**	**27**		**7 (50% RH)**	

For SI: 1 pound per square foot = 0.0479 kPa, 1 mile per hour = 0.447 m/s.

a. Weathering may require a higher strength concrete or grade of masonry than necessary to satisfy the structural requirements of this code. The weathering column shall be filled in with the weathering index (i.e., "negligible," "moderate" or "severe") for concrete as determined from the Weathering Probability Map [Figure R301.2(3)]. The grade of masonry units shall be determined from ASTM C 34, C 55, C 62, C 73, C 90, C 129, C 145, C 216 or C 652.
b. The frost line depth may require deeper footings than indicated in Figure R403.1(1). The jurisdiction shall fill in the frost line depth column with the minimum depth of footing below finish grade.
c. The jurisdiction shall fill in this part of the table to indicate the need for protection depending on whether there has been a history of local subterranean termite damage.
d. The jurisdiction shall fill in this part of the table with the wind speed from the basic wind speed map [Figure R30l.2(4)].Wind exposure category shall be determined on a site-specific basis in accordance with Section R301.2.1.4.
e. The outdoor design dry-bulb temperature shall be selected from the columns of 971/2-percent values for winter from Appendix D of the *California Plumbing Code.* Deviations from the Appendix D temperatures shall be permitted to reflect local climates or local weather experience as determined by the building official.
f. The jurisdiction shall fill in this part of the table with the seismic design category determined from Section R301.2.2.1.
g. The City of Placentia does not have any Flood Hazards Zones. **(OR, if yes)** See City's FIRM maps for Flood Hazard Locations.
h. In accordance with Sections R905.2.7.1, R905.4.3.1, R905.5.3.1, R905.6.3.1, R905.7.3.1 and R905.8.3.1, where there has been a history of local damage from the effects of ice damming, the jurisdiction shall fill in this part of the table with "YES." Otherwise, the jurisdiction shall fill in this part of the table with "NO."
i. The jurisdiction shall fill in this part of the table with the 100-year return period air freezing index (BF-days) from Figure R403.3(2) or from the l00-year (99%) value on the National Climatic Data Center data table "Air Freezing Index- USA Method (Base 32°)" at www.ncdc.noaa.gov/fpsf.htrnl.
j. The jurisdiction shall fill in this part of the table with the mean annual temperature from the National Climatic Data Center data table "Air Freezing Index-USA Method (Base 32°F)" at www.ncdc.noaa.gov/fpsf.html.
k. In accordance with Section R301.2.1.5, where there is local historical data documenting structural damage to buildings due to topographic wind speed-up effects, the jurisdiction shall fill in this part of the table with "YES." Otherwise, the jurisdiction shall indicate "NO" in this part of the table.
l. In accordance with Figure R301.2(4)A, where there is local historical data documenting unusual wind conditions, the jurisdiction shall fill in this part of the table with "YES" and identify any specific requirements. Otherwise, the jurisdiction shall indicate "NO" in this part of the table.
m. In accordance with Section R301.2.1.2.1, the jurisdiction shall indicate the wind-borne debris wind zone(s). Otherwise, the jurisdiction shall indicate "NO" in this part of the table.
n. The jurisdiction shall fill in these sections of the table to establish the design criteria using Table 1a or 1b from ACCA Manual J or established criteria determined by the jurisdiction.
o. The jurisdiction shall fill in this section of the table using the Ground Snow Loads in Figure R301.2 (6).

CRC Section R902.1 is amended by revising it to allow only class A or B roofs as follows:

R902.1 Roofing covering materials. Roofs shall be covered with materials as set forth in Sections R904 and R905. A minimum Class A or B roofing shall be installed in areas designated by this section. Classes A or B roofing required by this section to be listed shall be tested in accordance with UL 790 or ASTM E 108.

Exceptions:

1. Class A roof assemblies include those with coverings of brick, masonry and

exposed concrete roof deck.

2. Class A roof assemblies also include ferrous or copper shingles or sheets, metal sheets and shingles, clay or concrete roof tile, or slate installed on noncombustible decks.

CRC Section R902.1.3 is amended by revising it to require a minimum Class B roof as follows:

R902.1.3 Roof coverings within all other areas. The entire roof covering of every existing structure where more than 50 percent of the total roof area is replaced within any one-year period, the entire roof covering of every new structure, and any roof covering applied in the alteration, repair or replacement of the roof of every existing structure, shall be a fire-retardant roof covering that is at least Class B.

CRC Section R902.2, first paragraph is amended by revising it to allow only Class A or B treated wood roofs as follows:

R902.2 Fire-retardant-treated shingles and shakes. Fire-retardant-treated wood shakes and shingles are wood shakes and shingles complying with UBC Standard 15-3 or 15-4 which are impregnated by the full-cell vacuum-pressure process with fire-retardant chemicals, and which have been qualified by UBC Standard 15-2 for use on Class A or B roofs.

CRC Appendix V, amend section AV100.2(a) as follows:

Except as provided in Section AV100.5, when a building permit is issued for the construction of a new swimming pool or spa or the remodeling of an existing swimming pool or spa at a private single-family home, the respective swimming pool or spa shall be equipped with item #1 below AND at least one additional following seven drowning prevention features:

CRC Appendix V, amend section AV100.2(a) #1 as follows:

1. An enclosure that meets the requirements of AV100.3 and isolates the swimming pool and spa from the private single-family home. Any walls of the residential structure or accessory structures used to complete the isolation enclosure must have door openings equipped with protection as required in AV100.2 (a) #4 or #5. Any such door protection device provided for this purpose may not be used to comply with the second drowning prevention feature requirement.

"Section 20.08.060 - Enforcement and Inspections.

"The Placentia Residential Code, as set forth in this Chapter 20.08 shall be enforced by the City Building Official or his or her designee.

"Section 20.08.070 - Fees.

"Notwithstanding any provision of the Placentia Residential Code as hereby adopted, all fees for services provided pursuant to the Placentia Residential Code shall approved by resolution therefor as adopted by the City Council of the City of Placentia pursuant to the provisions of California Government Code § 66016, *et seq*. In addition to any other fee(s) to be charged hereunder, any person, firm, partnership or corporation initiating or engaging in any work without the permit therefor as required hereunder shall pay, a penalty equal to 100% of the fee for the requisite permit if issued after such work commences, is initiated or engaged in by such person, firm, partnership or corporation.

"Section 20.08.080 - Copy filed.

"One (1) copy of the *California Residential Code* (CRC) 2019 Edition, including all appendices thereto and including all amendments made herein is on file in the office of the Building Official pursuant to the requirements of California Health and Safety Code § 18942(e)(1) and is available for public inspection."

SECTION 9. A new Chapter 20.12 hereby is added to Title 20 of the Placentia Municipal Code to read, in words and figures, as follows:

"Chapter 20.12

"California Plumbing Code, 2019 Edition

"Sections:

"20.12.010	**Title**
"20.12.020	**Purpose**
"20.12.030	**Adoption of Plumbing Code**
"20.12.040	**Definition of Terms**
"20.12.050	**Amendments to Plumbing Code**
"20.12.060	**Enforcement and Inspections**
"20.12.070	**Fees**
"18.12.080	**Copy filed**

"Section 20.12.010 - Title.

"This Chapter shall be known as the 'Placentia Plumbing Code.'

"Section 20.12.020 - Purpose.

"The purpose of this Chapter is to prescribe regulations for construction, enlargement, alteration, repair, improving, removal, conversion, demolition, equipment use, plumbing systems, materials and appurtenances and conditions hazardous to life or property in the occupancy of buildings and premises as herein provided.

"Section 20.12.030 - Adoption of Plumbing Code.

"Except as otherwise provided in this Chapter, the California Plumbing Code, 2019 Edition, is hereby adopted as the 'Placentia Plumbing Code,' regulating erection,

installation, alteration, repair, relocation, replacement, maintenance or use of plumbing systems within the City of Placentia.

"Whenever the California Code of Regulations and State Building Standards Code of Regulations differ from any provision of the Placentia Plumbing Code, said State regulations shall prevail over the provisions of the Placentia Plumbing Code except as specifically modified herein.

"Section 20.12.040 - Definition of Terms.

"Whenever any of the following names or terms are used in the California Plumbing Code, each such name or term shall be deemed and construed to have the meaning ascribed to it in this section as follows:

"(A) 'Authority having jurisdiction' means the City of Placentia.

"(B) 'Building department' means the 'building division' of the City.

"(C) 'Building official' means the chief building official of the City as appointed by the City Administrator of the City, or his or her designee.

"(D) 'City' means the City of Placentia.

"(E) 'Fire Code' means the Placentia Fire Code.

"(F) 'Fire code official' means the Director of the Placentia Fire and Life Safety Department or other individual as designated by the City Administrator of the City, or his or her designee.

"(G) "Jurisdiction' means the City.

"(H) 'Local enforcing agency' means the agency for which the Fire Code Official performs its duties and/or the City.

"Section 20.12.050 - Amendments to Plumbing Code.

"The following provisions of the California Plumbing Code (CPC) hereby are amended to read, in words and figures, as follows:

"CPC Division II, Scope and Administration, Section 101.0 through 107.0, inclusive of Table 104.5, are deleted in their entirety. Refer to this code, Section 15.04.020, Administrative Provisions, for the administration of the CPC.

"Section 20.12.060 - Enforcement and Inspections.

"The Placentia Plumbing Code, as set forth in this Chapter 20.12 shall be enforced by the building official or his or her designee.

"Section 20.12.070 - Fees.

"Notwithstanding any provision of the Placentia Plumbing Code as hereby adopted, all fees for services provided pursuant to the Placentia Plumbing Code shall approved by resolution therefor as adopted by the City Council of the City of Placentia pursuant to the provisions of California Government Code § 66016, *et seq.* In addition to any other fee(s) to be charged hereunder, any person, firm, partnership or corporation initiating or engaging in any work without the permit therefor as required hereunder shall pay, a penalty equal to 100% of the fee for the requisite permit if issued after such work commences, is initiated or engaged in by such person, firm, partnership or corporation.

"Section 20.12.080 - Copy filed.

"One (1) copy of the California Plumbing Code, 2019 Edition, including all appendices thereto and including all amendments made herein is on file in the office of the Building Official pursuant to the requirements of California Health and Safety Code § 18942(e)(1) and is available for public inspection."

SECTION 10. A new Chapter 20.16 hereby is added to Title 20 of the Placentia Municipal Code to read, in words and figures, as follows:

"Chapter 20.16

"California Electrical Code, 2019 Edition

"Sections:

"20.16.010	**Title**
"20.16.020	**Purpose**
"20.16.030	**Adoption of Electrical Code**
"20.16.040	**Definition of Terms**
"20.16.050	**Amendments to Electrical Code**
"20.16.060	**Enforcement and Inspections**
"20.16.070	**Fees**
"20.16.080	**Copy filed**

"Section 20.16.010 - Title.

"This Chapter shall be known as the 'Placentia Electrical Code.'

"Section 20.16.020 - Purpose.

"The purpose of this Chapter is to prescribe regulations for construction, enlargement, alteration, repair, improving, removal, conversion, demolition, equipment use, electrical systems, materials and appurtenances and conditions hazardous to life or property in the occupancy of buildings and premises as herein provided.

"Section 20.16.030 - Adoption of Electrical Code.

"Except as provided in this chapter, the California Electrical Code, 2019 Edition, based on the 2017 National Electrical Code as published by the National Fire Protection Association is hereby adopted as the 'Placentia Electrical Code,' regulating all installation, arrangement, alteration, repair, use and other operation of electrical wiring, connections, fixtures and other electrical appliances on premises within the City of Placentia.

"Whenever the California Code of Regulations and State Building Standards Code of Regulations differ from any provision of the Placentia Electrical Code, said State regulations shall prevail over the provisions of the Placentia Electrical Code except as specifically modified herein.

"Section 20.16.040 - Definition of Terms.

"Whenever any of the following names or terms are used in the California Electrical Code, each such name or term shall be deemed and construed to have the meaning ascribed to it in this section as follows:

"(A) 'Authority having jurisdiction' means the City of Placentia.

"(B) 'Building department' means the 'building division' of the City.

"(C) 'Chief Electrical Inspector' means the chief building official of the City as appointed by the City Administrator of the City, or his or her designee.

"(D) 'City' means the City of Placentia.

"(E) 'Fire Code' means the Placentia Fire Code.

"(F) 'Fire code official' means the Director of the Placentia Fire and Life Safety Department or other individual as designated by the City Administrator of the City, or his or her designee.

"(G) 'Jurisdiction' means the City.

"(H) 'Local enforcing agency' means the agency for which the Fire Code Official performs its duties and/or the City.

"Section 20.16.050 - Amendments to Electrical Code.

"The following provisions of the California Electrical Code hereby are amended to read, in words and figures, as follows:

"Refer to this code, Section 15.04.020, Administrative Provisions, for the administration of the *CEC.*

"Article 310.106(B) Conductor Material is amended by the addition of a second paragraph to read as follows:

Copper wire shall be used for wiring No. 6 and smaller in all installations. Consideration for use of aluminum wiring can be made by the Building Official for feeder lines only on an individual basis where adequate safety measures can be ensured.

"Article 310 Conductors for General Wiring is amended by the addition of Article 310.121 to read as follows:

310.121 Continuous inspection of aluminum wiring. Aluminum conductors of No. six (6) or smaller used for branch circuits shall require continuous inspection by an independent testing agency approved by the Building Official for proper torque of connections at their termination point.

"Section 20.16.060 - Enforcement and Inspections.

"The Placentia Electrical Code, as set forth in this Chapter 20.12 shall be enforced by the building official or his or her designee.

"Section 20.16.070 - Fees.

"Notwithstanding any provision of the Placentia Electrical Code as hereby adopted, all fees for services provided pursuant to the Placentia Electrical Code shall approved by resolution therefor as adopted by the City Council of the City of Placentia pursuant to the provisions of California Government Code § 66016, *et seq*. In addition to any other fee(s) to be charged hereunder, any person, firm, partnership or corporation initiating or engaging in any work without the permit therefor as required hereunder shall pay a penalty equal to 100% of the fee for the requisite permit if issued after such work commences, is initiated or engaged in by such person, firm, partnership or corporation.

"Section 20.16.080 - Copy filed.

"One (1) copy of the California Electrical Code, 2019 Edition, based on the 2017 National Electrical Code as published by the National Fire Protection Association, including all appendices thereto and including all amendments made herein is on file in the office of the Building Official pursuant to the requirements of California Health and Safety Code § 18942(e)(1) and is available for public inspection."

SECTION 11. A new Chapter 20.20 hereby is added to Title 20 of the Placentia Municipal Code to read, in words and figures, as follows:

"Chapter 20.20

"California Mechanical Code, 2019 Edition

"Sections:

"20.20.010	**Title**
"20.20.020	**Purpose**

"20.20.030	**Adoption of Mechanical Code**
"20.20.040	**Definition of Terms**
"20.20.050	**Amendments to Mechanical Code**
"20.20.060	**Enforcement and Inspections**
"20.20.070	**Fees**
"20.20.080	**Copy filed**

"Section 20.20.010 - Title.

"This Chapter shall be known as the 'Placentia Mechanical Code.'

"Section 20.20.020 - Purpose.

"The purpose of this Chapter is to prescribe regulations for construction, enlargement, alteration, repair, improving, removal, conversion, demolition, equipment use, mechanical systems, materials and appurtenances and conditions hazardous to life or property in the occupancy of buildings and premises as herein provided.

"Section 20.20.030 - Adoption of Mechanical Code.

"Except as provided in this chapter, the California Mechanical Code, 2019 Edition, is hereby adopted as the 'Placentia Mechanical Code,' including all appendices thereto and including all amendments made herein, and such Code shall be and become the Mechanical Code of the City of Placentia, governing, regulating and controlling the design, construction, installation, quality of materials, location, operation and maintenance of heating, ventilating, cooling, refrigeration systems, Incinerators and other miscellaneous heat producing appliances in the City of Placentia.

"Whenever the California Code of Regulations and State Building Standards Code of Regulations differ from any provision of the Placentia Mechanical Code, said State regulations shall prevail over the provisions of the Placentia Mechanical Code except as specifically modified herein.

"Section 20.20.040 - Definition of Terms.

"Whenever any of the following names or terms are used in the California Mechanical Code, each such name or term shall be deemed and construed to have the meaning ascribed to it in this section as follows:

"(A) 'Authority having jurisdiction' means the City of Placentia.

"(B) 'Building department' means the 'building division' of the City.

"(C) 'Mechanical inspector' means the chief building official of the City as appointed by the City Administrator of the City, or his or her designee.

"(D) 'City' means the City of Placentia.

"(E) 'Fire Code' means the Placentia Fire Code.

"(F) 'Fire code official' means the Director of the Placentia Fire and Life Safety Department or other individual as designated by the City Administrator of the City, or his or her designee.

"(G) "Jurisdiction' means the City.

"(H) 'Local enforcing agency' means the agency for which the Fire Code Official performs its duties and/or the City.

"Section 20.20.050 - Amendments to Mechanical Code.

"The California Mechanical Code, 2019 Edition is hereby amended to read, in words and figures, as follows:

"CMC Division II, Scope and Administration, Section 101.0 through 107.0, inclusive of Table 104.5, are deleted in their entirety. Refer to this code, Section 15.04.020, Administrative Provisions, for the administration of the CMC.

"Section 20.20.060 - Enforcement and Inspections.

"The Placentia Mechanical Code, as set forth in this Chapter 20.20 shall be enforced by the building official or his or her designee.

"Section 20.20.070 - Fees.

"Notwithstanding any provision of the Placentia Mechanical Code as hereby adopted, all fees for services provided pursuant to the Placentia Mechanical Code shall approved by resolution therefor as adopted by the City Council of the City of Placentia pursuant to the provisions of California Government Code § 66016, *et seq.* In addition to any other fee(s) to be charged hereunder, any person, firm, partnership or corporation initiating or engaging in any work without the permit therefor as required hereunder shall pay a penalty equal to 100% of the fee for the requisite permit if issued after such work commences, is initiated or engaged in by such person, firm, partnership or corporation.

"Section 20.20.080 - Copy filed.

"One (1) copy of the California Mechanical Code, 2019 Edition, including all appendices thereto and including all amendments made herein is on file in the office of the building official pursuant to the requirements of California Health and Safety Code § 18942(e)(1) and is available for public inspection."

SECTION 12. A new Chapter 20.46 hereby is added to Title 20 of the Placentia Municipal Code to read, in words and figures, as follows:

"Chapter 20.46

"California Energy Code, 2019 Edition

"Sections:

"20.46.010	**Title**
"20.46.020	**Purpose**
"20.46.030	**Adoption of California Energy Code**
"20.46.040	**Definition of Terms**
"20.46.050	**Enforcement and Inspections**
"20.46.060	**Fees**
"20.46.070	**Copy filed**

"Section 20.46.010 - Title.

"This Chapter shall be known as the 'Placentia Energy Code.'

"Section 20.46.020 - Purpose.

"The purpose of this Chapter is to prescribe regulations for regulating and controlling the energy efficiency of buildings in the City of Placentia.

"Section 20.46.030 - Adoption of Green Building Standards Code.

"Except as provided in this chapter, those certain building codes known and designated as the California Energy Code, 2019 Edition, as developed by the California Energy Commission, shall be and become the Energy Code of the City of Placentia, including all appendices thereto.

"Whenever the California Code of Regulations and State Building Standards Code of Regulations differ from any provision of the Placentia Energy Code, said State regulations shall prevail over the provisions of the Placentia Energy Code except as specifically modified herein.

"Section 20.46.040 - Definition of Terms.

"Whenever any of the following names or terms are used in the California Energy Code, each such name or term shall be deemed and construed to have the meaning ascribed to it in this section as follows:

"(A) 'Authority having jurisdiction' means the City of Placentia.

"(B) 'Building department' means the 'building division' of the City.

"(C) 'Building Official' means the chief building official of the City as appointed by the City Administrator of the City, or his or her designee.

"(D) 'City' means the City of Placentia.

"(E) 'Fire Code' means the Placentia Fire Code.

"(F) 'Fire code official' means the Director of the Placentia Fire and Life Safety

Department or other individual as designated by the City Administrator of the City, or his or her designee.

"(G) "Jurisdiction' means the City.

"(H) 'Local enforcing agency' means the agency for which the Fire Code Official performs its duties and/or the City.

"Section 20.46.050 - Enforcement and Inspections.

"The Placentia Energy Code, as set forth in this Chapter 20.46 shall be enforced by the building official or his or her designee.

"Section 20.46.060 - Fees.

"Notwithstanding any provision of the Placentia Energy Code as hereby adopted, all fees for services provided pursuant to the Placentia Energy Code shall approved by resolution therefor as adopted by the City Council of the City of Placentia pursuant to the provisions of California Government Code § 66016, *et seq.* In addition to any other fee(s) to be charged hereunder, any person, firm, partnership or corporation initiating or engaging in any work without the permit therefor as required hereunder shall pay a penalty equal to 100% of the fee for the requisite permit if issued after such work commences, is initiated or engaged in by such person, firm, partnership or corporation.

"Section 20.46.070 - Copy filed.

"One (1) copy of the California Energy Code, 2019 Edition, including all appendices thereto is on file in the office of the building official pursuant to the requirements of California Health and Safety Code § 18942(e)(1) and is available for public inspection."

SECTION 13. A new Chapter 20.48 hereby is added to Title 20 of the Placentia Municipal Code to read, in words and figures, as follows:

"Chapter 20.48

"California Green Building Standards Code, 2019 Edition

"Sections:

"20.48.010	**Title**
"20.48.020	**Purpose**
"20.48.030	**Adoption of Green Building Standards Code**
"20.48.040	**Definition of Terms**
"20.48.050	**Amendments to Green Building Standards Code**
"20.48.060	**Enforcement and Inspections**
"20.48.070	**Fees**
"20.48.080	**Copy filed**

"Section 20.48.010 - Title.

"This Chapter shall be known as the 'Placentia Green Building Standards Code.'

"Section 20.48.020 - Purpose.

"The purpose of this Chapter is to prescribe regulations for construction, enlargement, alteration, repair, improving, removal, conversion, demolition, equipment use, building systems, materials and appurtenances in order to optimize use of renewable resources and minimize effects on the environment in the City of Placentia. This chapter shall also serve to reduce the negative impacts of construction and encourage sustainable construction practices in the planning and design, energy efficiency, water efficiency and conservation, and environmental quality of all newly constructed buildings or structures in the City of Placentia.

"Section 20.48.030 - Adoption of Green Building Standards Code.

""Except as provided in this chapter, those certain building codes known and designated as the *California Green Building Standards Code* 2019 Edition, shall become the Green Building Code of the of the City of Placentia,, including all appendices thereto and including all amendments made herein, for reducing the negative impact and encouraging sustainable construction practices in the planning and design, energy efficiency, water efficiency and conservation, and environmental quality of all newly constructed buildings or structures in the City of Placentia.

"Whenever the California Code of Regulations and State Building Standards Code of Regulations differ from any provision of the Placentia Green Building Standards Code, said State regulations shall prevail over the provisions of the Placentia Green Building Standards Code except as specifically modified herein.

"Section 20.48.040 - Definition of Terms.

"Whenever any of the following names or terms are used in the California Green Building Standards Code, each such name or term shall be deemed and construed to have the meaning ascribed to it in this section as follows:

"(A) 'Authority having jurisdiction' means the City of Placentia.

"(B) 'Building department' means the 'building division' of the City.

"(C) 'Building Official' means the chief building official of the City as appointed by the City Administrator of the City, or his or her designee.

"(D) 'City' means the City of Placentia.

"(E) 'Fire Code' means the Placentia Fire Code.

"(F) 'Fire code official' means the Director of the Placentia Fire and Life Safety Department or other individual as designated by the City Administrator of the City, or his

or her designee.

"(G) "Jurisdiction' means the City.

"(H) 'Local enforcing agency' means the agency for which the Fire Code Official performs its duties and/or the City.

"Section 20.48.050 - Amendments to Green Building Standards Code.

"The following provisions of the California Green Building Standards Code hereby are amended to read, in words and figures, as follows:

"Section 202 is amended to add a definition as follows:

Sustainability. Consideration of present development and construction impacts on the community, the economy, and the environment without compromising the needs of the future.

"Section 20.48.060 - Enforcement and Inspections.

"The Placentia Green Building Standards Code, as set forth in this Chapter 20.48 shall be enforced by the building official or his or her designee.

"Section 20.48.070 - Fees.

"Notwithstanding any provision of the Placentia Green Building Standards Code as hereby adopted, all fees for services provided pursuant to the Placentia Green Building Standards Code shall approved by resolution therefor as adopted by the City Council of the City of Placentia pursuant to the provisions of California Government Code § 66016, *et seq.* In addition to any other fee(s) to be charged hereunder, any person, firm, partnership or corporation initiating or engaging in any work without the permit therefor as required hereunder shall pay a penalty equal to 100% of the fee for the requisite permit if issued after such work commences, is initiated or engaged in by such person, firm, partnership or corporation.

"Section 20.48.080 - Copy filed.

"One (1) copy of the California Green Building Standards Code, 2019 Edition, including all appendices thereto and including all amendments made herein is on file in the office of the building official pursuant to the requirements of California Health and Safety Code § 18942(e)(1) and is available for public inspection."

SECTION 14. A new Chapter 20.50 hereby is added to Title 20 of the Placentia Municipal Code to read, in words and figures, as follows:

"Chapter 20.50

"California Existing Building Code, 2019 Edition

"Sections:

"20.50.010	**Title**
"20.50.020	**Purpose**
"20.50.030	**Adoption of California Existing Building Code**
"20.50.040	**Definition of Terms**
"20.50.050	**Amendments to California Existing Building Code**
"20.50.060	**Enforcement and Inspections**
"20.50.070	**Fees**
"20.50.080	**Copy filed**

"Section 20.50.010 - Title.

"This Chapter shall be known as the 'Placentia California Existing Building Code.'

"Section 20.50.020 - Purpose.

"The purpose of this Chapter is to prescribe regulations for the alteration, repair, addition and change of occupancy of existing structures in the City of Placentia.

"Section 20.50.030 - Adoption of California Existing Building Code.

""Except as provided in this chapter, those certain building codes known and designated as the California Existing Building Code, 2019 Edition, shall become the Existing Building Code of the City, regulating the alteration, repair, addition and change of occupancy of existing structures in the City of Placentia.

"Whenever the California Code of Regulations and State Building Standards Code of Regulations differ from any provision of the California Existing Building Code, said State regulations shall prevail over the provisions of the California Existing Building Code except as specifically modified herein.

"Section 20.50.040 - Definition of Terms.

"Whenever any of the following names or terms are used in the California Existing Building Code, each such name or term shall be deemed and construed to have the meaning ascribed to it in this section as follows:

"(A) 'Authority having jurisdiction' means the City of Placentia.

"(B) 'Building department' means the 'building division' of the City.

"(C) 'Building Official' means the chief building official of the City as appointed by the City Administrator of the City, or his or her designee.

"(D) 'City' means the City of Placentia.

"(E) 'Fire Code' means the Placentia Fire Code.

"(F) 'Fire code official' means the Director of the Placentia Fire and Life Safety Department or other individual as designated by the City Administrator of the City, or his or her designee.

"(G) "Jurisdiction' means the City.

"(H) 'Local enforcing agency' means the agency for which the Fire Code Official performs its duties and/or the City.

"Section 20.50.050 - Amendments to the California Existing Building Code.

"The 2019 California Existing Building Code is hereby amended as follows:

Division II, Scope and Administration, Section 101 through 117 are deleted in their entirety. Refer to this code, Section 15.04.020, Administrative Provisions, for the administration of the California Existing Building Code.

"Section 20.50.060 - Enforcement and Inspections.

"The Placentia Existing Building Code, as set forth in this Chapter 20.50 shall be enforced by the building official or his or her designee.

"Section 20.50.070 - Fees.

"Notwithstanding any provision of the Placentia Existing Building Code as hereby adopted, all fees for services provided pursuant to the Placentia Existing Building Code approved by resolution therefor as adopted by the City Council of the City of Placentia pursuant to the provisions of California Government Code § 66016, *et seq.* In addition to any other fee(s) to be charged hereunder, any person, firm, partnership or corporation initiating or engaging in any work without the permit therefor as required hereunder shall pay a penalty equal to 100% of the fee for the requisite permit if issued after such work commences, is initiated or engaged in by such person, firm, partnership or corporation.

"Section 20.50.080 - Copy filed.

"One (1) copy of the California Existing Building Code, 2019 Edition, including all appendices thereto and including all amendments made herein is on file in the office of the building official pursuant to the requirements of California Health and Safety Code § 18942(e)(1) and is available for public inspection."

SECTION 15. A new Chapter 20.52 hereby is added to Title 20 of the Placentia Municipal Code to read, in words and figures, as follows:

"Chapter 20.52

"California Historical Building Code, 2019 Edition

"Sections:

"20.52.010 Title
"20.52.020 Purpose
"20.52.030 Adoption of Historical Building Code
"20.52.040 Definition of Terms
"20.52.050 Enforcement and Inspections
"20.52.060 Fees
"20.52.070 Copy filed

"Section 20.52.010 - Title.

"This Chapter shall be known as the 'Placentia Historical Building Code.'

"Section 20.52.020 - Purpose.

"The purpose of this Chapter is to prescribe regulations for the alteration, repair, addition and change of occupancy of historical structures in the City of Placentia.

"Section 20.52.030 - Adoption of California Historical Building Code.

""Except as provided in this chapter, those certain building codes known and designated as the California Historical Building Code, 2019 Edition, shall become the Existing Building Code of the City, regulating the alteration, repair, addition and change of occupancy of historical structures in the City of Placentia.

"Whenever the California Code of Regulations and State Building Standards Code of Regulations differ from any provision of the California Existing Building Code, said State regulations shall prevail over the provisions of the California Existing Building Code except as specifically modified herein.

"Section 20.52.040 - Definition of Terms.

"Whenever any of the following names or terms are used in the California Historical Building Code, each such name or term shall be deemed and construed to have the meaning ascribed to it in this section as follows:

"(A) 'Authority having jurisdiction' means the City of Placentia.

"(B) 'Building department' means the 'building division' of the City.

"(C) 'Building Official' means the chief building official of the City as appointed by the City Administrator of the City, or his or her designee.

"(D) 'City' means the City of Placentia.

"(E) 'Fire Code' means the Placentia Fire Code.

"(F) 'Fire code official' means the Director of the Placentia Fire and Life Safety Department or other individual as designated by the City Administrator of the City, or his

or her designee.

"(G) "Jurisdiction' means the City.

"(H) 'Local enforcing agency' means the City.

"Section 20.52.050 - Enforcement and Inspections.

"The Placentia Historical Building Code, as set forth in this Chapter 20.52 shall be enforced by the building official or his or her designee.

"Section 20.52.060 - Fees.

"Notwithstanding any provision of the Placentia Historical Building Code as hereby adopted, all fees for services provided pursuant to the Placentia Historical Building Code approved by resolution therefor as adopted by the City Council of the City of Placentia pursuant to the provisions of California Government Code § 66016, *et seq.* In addition to any other fee(s) to be charged hereunder, any person, firm, partnership or corporation initiating or engaging in any work without the permit therefor as required hereunder shall pay a penalty equal to 100% of the fee for the requisite permit if issued after such work commences, is initiated or engaged in by such person, firm, partnership or corporation.

"Section 20.52.070 - Copy filed.

"One (1) copy of the California Historical Building Code, 2019 Edition, including all appendices thereto and including all amendments made herein is on file in the office of the building official pursuant to the requirements of California Health and Safety Code § 18942(e)(1) and is available for public inspection."

SECTION 16. A new Chapter 20.54 hereby is added to Title 20 of the Placentia Municipal Code to read, in words and figures, as follows:

"Chapter 20.54

"International Property Maintenance Code, 2018 Edition

"Sections:

"20.54.010	**Title**
"20.54.020	**Purpose**
"20.54.030	**Adoption of International Property Maintenance Code**
"20.54.040	**Definition of Terms**
"20.54.050	**Amendments to International Property Maintenance Code**
"20.54.060	**Enforcement and Inspections**
"20.54.070	**Fees**
"20.54.080	**Copy filed**

"Section 20.54.010 - Title.

"This Chapter shall be known as the 'Placentia Property Maintenance Code.'

"Section 20.54.020 - Purpose.

"The purpose of this Chapter is to prescribe regulations for the maintenance of buildings and structures within the City of Placentia.

"Section 20.54.030 - Adoption of International Property Maintenance Code

"Except as provided in this chapter, those certain building codes known and designated as the International Property Maintenance Code, 2018 Edition, shall be and become the Property Maintenance Code of the City of Placentia, regulating the maintenance of buildings and structures within the City of Placentia.

"Whenever the California Code of Regulations and State Building Standards Code of Regulations differ from any provision of the International Property Maintenance Code, said State regulations shall prevail over the provisions of the International Property Maintenance Code except as specifically modified herein.

"Section 20.54.040 - Definition of Terms.

"Whenever any of the following names or terms are used in the International Property Maintenance Code, each such name or term shall be deemed and construed to have the meaning ascribed to it in this section as follows:

"(A) 'Authority having jurisdiction' means the City of Placentia.

"(B) 'Building department' means the 'building division' of the City.

"(C) 'Building Official' means the chief building official of the City as appointed by the City Administrator of the City, or his or her designee.

"(D) 'City' means the City of Placentia.

"(E) 'Fire Code' means the Placentia Fire Code.

"(F) 'Fire code official' means the Director of the Placentia Fire and Life Safety Department or other individual as designated by the City Administrator of the City, or his or her designee.

"(G) "Jurisdiction' means the City.

"(H) 'Local enforcing agency' means the agency for which the Fire Code Official performs its duties and/or the City.

"Section 20.54.050 - Amendments to the International Property Maintenance Code.

"The 2018 International Property Maintenance Code, 2018 Edition, is hereby amended as follows:

1. Where the term International Building Code Is used it shall be replaced with the term California Building Code.
2. Where the term International Residential Code is used it shall be replaced with the term California Residential Code.
3. Where the term International Plumbing Code is used it shall be replaced with the term California Plumbing Code.
4. Where the term International Energy Conservation Code is used it shall be replaced with the term California Energy Code.
5. Where the term International Fire Code is used it shall be replaced with the term California Fire Code.
6. Where the term International Fuel Gas Code Is used it shall be replaced with the term California Plumbing Code.
7. Where the term International Mechanical Code is used it shall be replaced with the term California Mechanical Code.
8. Where the term NFPA 70 is used it shall be replaced with the term California Electrical Code.
9. Where the term International Code is used it shall be replaced with the term Placentia Zoning Code.

Section 101.1 is hereby amended as follows:

101.1 Title. These regulations shall be known as the *Property Maintenance Code* of the City of Placentia, hereinafter referred to as this code".

Section 303 is hereby deleted.

Section 304.14 is hereby amended as follows:

304.14 Insect screens. During the period from March 1 of each year to November 15 of each year, every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with approved tightly fitting screens of not less than 16 mesh per inch (16 mesh per 25 mm) and every screen door used for insect control shall have a self-closing device In good working condition.

Exception: Screens shall not be required where other approved means, such as air curtains or insect repellent fans, are employed.

Section 602.3 is hereby amended as follows:

602.3 Heat supply. Every owner and operator of any building who rents, leases

or lets one or more dwelling units or sleeping units on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat during the period from October 1 of each year to May 1 of the following year to maintain a temperature of not less than 68°F (20°C) in all habitable rooms, bathrooms and toilet rooms.

"Section 20.54.060 - Enforcement and Inspections.

"The Placentia Property Maintenance Code, as set forth in this Chapter 20.54 shall be enforced by the building official or his or her designee.

"Section 20.54.070 - Fees.

"Notwithstanding any provision of the Placentia Property Maintenance Code as hereby adopted, all fees for services provided pursuant to the Placentia Property Maintenance Code approved by resolution therefor as adopted by the City Council of the City of Placentia pursuant to the provisions of California Government Code § 66016, *et seq.* In addition to any other fee(s) to be charged hereunder, any person, firm, partnership or corporation initiating or engaging in any work without the permit therefor as required hereunder shall pay a penalty equal to 100% of the fee for the requisite permit if issued after such work commences, is initiated or engaged in by such person, firm, partnership or corporation.

"Section 20.54.080 - Copy filed.

"One (1) copy of the International Property Maintenance Code, 2018 Edition, including all appendices thereto and including all amendments made herein is on file in the office of the building official pursuant to the requirements of California Health and Safety Code § 18942(e)(1) and is available for public inspection."

SECTION 16. Penalty for Violation.

It shall be unlawful for any person, firm, partnership or corporation to violate any provision or to fail to comply with any of the requirements of this Ordinance hereby adopted. Any person, firm, partnership or corporation violating any provision of this Ordinance or failing to comply with any of its requirements shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punished by a fine not exceeding One Thousand Dollars ($1,000.00), or by imprisonment not exceeding six (6) months, or by both such fine and imprisonment. Each and every person, firm, partnership, or corporation shall be deemed guilty of a separate offense for each and every day or any portion thereof during which any violation of any of the provisions of this Ordinance is committed, continued or permitted by such person, firm, partnership or corporation, and shall be deemed punishable therefor as provided in this Ordinance.

SECTION 17. Severability.

The City Council declares that, should any provision, section, paragraph, sentence or word of this Ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, the remaining

provisions, sections, paragraphs, sentences and words of this Ordinance shall remain in full force and effect.

SECTION 18. 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 January 3, 2020.

PASSED, ADOPTED and APPROVED this 3rd day of December, 2019.

_____
Rhonda Shader, Mayor

ATTEST:

_____
Robert S. McKinnell, City Clerk

I, Robert S. McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council held on the 19th day of November 2019 and was finally adopted at a regular meeting held on the ___ day of_____, 2019, by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

_____
Robert S. McKinnell, City Clerk

APPROVED AS TO FORM

_____
Christian Bettenhausen, City Attorney

RESOLUTION NO. R-2019-66

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA MAKING REQUIRED FINDINGS PERTAINING TO MODIFICATIONS TO THE UNIFORM FIRE AND CONSTRUCTION CODES ADOPTED BY ORDINANCE NO. O-2019-12 BASED UPON LOCAL CLIMATIC, TOPOGRAPHIC AND GEOLOGIC CONDITIONS IN ACCORDANCE WITH THE REQUIREMENTS OF § 17958 OF THE CALIFORNIA HEALTH AND SAFETY CODE

A. RECITALS

1. The State of California mandates all cities in the state impose the same requirements as are contained in the most recent edition(s) of the California Building Code, the California Fire Code, the California Green Building Standards Code, the California Residential Code, the California Plumbing Code, the California Mechanical Code, and the California Electrical Code ("Codes").

2. California Health and Safety Code § 17958.5(a) authorizes cities to make modifications or changes to the Codes which are reasonably necessary as a result of local climatic, geologic, or topographic conditions.

3. Prior to effecting any modifications or changes to the Codes, this City Council is required by the provisions of California Health and Safety Code § 17958.7 to make express findings that such changes or modifications are reasonably necessary due to local climatic, geologic, or topographic conditions.

4. The Development Services Department, through the City Administrator, has recommended changes and modifications be made to the Codes and has presented satisfactory evidence to this City Council that said changes and modifications to the Codes are reasonably necessary due to local conditions in the City and have further advised that the remainder of said changes and modifications are of an administrative or procedural nature, or are concerned with subjects not covered by the Codes or are reasonably necessary to safeguard life and property within the City.

5. The City Council desires to ensure that the changes and modifications to the Codes required for proper implementation of Ordinance No. O-2019-12 are in effect concurrently with effective date of Ordinance No. O-2019-12.

6. All 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. Pursuant to the provisions of California Health and Safety Code §§ 17958.5(a) and 17958.7, this City Council hereby finds and determines that the changes and modifications to the Codes as set forth in Ordinance No. O-2019-12 are reasonably

necessary due to local climatic, geologic, or topographic conditions within the City as follows:

a) Climatic Conditions

(1) Orange County is located in a semi-arid Mediterranean type climate. It annually experiences extended periods of high temperatures with little or no precipitation. Hot, dry (Santa Ana) winds, which may reach speeds of 70 M.P.H. or greater, are also common to the area. These climatic conditions cause extreme drying of vegetation and common building materials. Frequent periods of drought and low humidity add to the fire danger. This predisposes the area to large destructive fires (conflagration). In addition to directly damaging or destroying buildings, these fires are also prone to disrupt utility services throughout the County. Obstacles generated by a strong wind, such as fallen trees, street lights and utility poles will greatly impact the response time to reach an incident scene.

(2) The climate alternates between extended periods of drought and brief flooding conditions. Flood conditions may affect the Orange County fire Authority's ability to respond to a fire or emergency condition. Floods also disrupt utility services to buildings and facilities within the County.

(3) Water demand in this densely populated area far exceeds the quantity supplied by natural precipitation; and although the population continues to grow, the already-taxed water supply does not. California is projected to increase in population by nearly 10 million over the next quarter of a century with 50 percent of that growth centered in Southern California. Due to storage capacities and consumption, and a limited amount of rainfall future water allocation is not fully dependable. This necessitates the need for additional and on-site fire protection features.

(4) These dry climatic conditions and winds contribute to the rapid spread of even small fires originating in high-density housing or vegetation. These fires spread very quickly and create a need for increased levels of fire protection. The added protection of fire sprinkler systems and other fire protection features will supplement normal fire department response by providing immediate protection for the building occupants and by containing and controlling the fire spread to the area of origin. Fire sprinkler systems will also reduce the use of water for firefighting by as much as 50 to 75 percent.

b) Topographical conditions

(1) Natural; slopes of 15 percent or greater generally occur throughout the foothills of Orange County. The elevation change caused by the hills creates the geological foundation on which communities with Orange County is built and will continue to build. With much of the populated flatlands already built upon, future growth will occur on steeper slopes and with greater constraints in terrain.

(2) Traffic and circulation congestion is an artificially created, obstructive topographical condition, which is common throughout Orange County.

(3) These topographical conditions combine to create a situation that places fire department response time to fire occurrences at risk and makes it necessary to provide automatic on-site fire-extinguishing systems and other protection measures to protect occupants and property.

c) Geological Conditions

(1) The Orange County region is a densely populated area that has buildings constructed over and near a vast and complex network of faults that are believed to be capable of producing future earthquakes similar or greater in size than the 1994 Northridge and the 1971 Sylmar earthquakes. Earthquake faults run along the northeast and southwest boundaries of Orange County. The Newport-Inglewood Fault, located within Orange County was the source of the destructive 1933 Long Beach earthquake (6.3 magnitude) which took 120 lives and damaged buildings in an area from Laguna Beach to Marina Del Rey to Whittier. In December 1989, another earthquake occurred in the jurisdiction of Irvine at an unknown fault line. Regional planning for reoccurrence of earthquakes is recommended by the state of California, Department of Conservation.

(2) Previous earthquakes have been accompanied by disruption of traffic flow and fires. A severe seismic event has the potential to negatively impact any rescue or fire suppression activities because it is likely to create obstacles similar to those indicated under the high wind section above. The October 17, 1989, Santa Cruz earthquake resulted in one major fire in the Marina District (San Francisco). When combined with the 34 other fires locally and over 500 responses, the department was taxed to its fullest capabilities. The Marina fire was difficult to contain because mains supplying water to the district burst during the earthquake. This situation creates the need for both additional fire protection and automatic on-site fire protection for building occupants. State Department of Conservation noted in their 1988 report (Planning Scenario on a Major Earthquake on the Newport-Inglewood Fault Zone, page 59), "unfortunately, barely meeting the minimum earthquake standards of building codes places a building on the verge of being legally unsafe."

(3) Road circulation features located throughout the County also make amendments reasonably necessary. Located through the County are major roadways, highways and flood control channels that create barriers and slow response times. Hills, slopes, street and storm drain design, accompanied by occasional heavy rainfall, causes roadway flooding and landslides and at times may make an emergency access route impassable. There are areas in Orange County that naturally have extended emergency response times that exceed the 5 minute goal.

(4) Soils throughout the County possess corrosive properties that reduce the expected usable life of water services when metallic pipes are in contact with soils.

Due to the topographical conditions of sprawling development separated by waterways and narrow and congested streets and the expected infrastructure damage inherent in seismic zones described above, it is prudent to rely on automatic fire sprinkler systems to mitigate extended fire department response time and keep fires manageable with reduced fire flow (water) resources available for a given structure. Additional fire protection is also justified to match the current resources of firefighting equipment and personnel within the Orange County Fire Authority and the Placentia Fire and Life Safety Department which will be the Fire Authority of the City of Placentia effective July 1, 2020.

3. This City Council hereby finds that the facts supporting the findings reference herein are contained in the staff report and the oral and documentary evidence

submitted to this City Council during the public hearing conduced regarding the adoption of Ordinance No. O-2019-12.

4. In accordance with the provisions of California Health and Safety Code § 17958.7, the City Clerk hereby is directed to forthwith file a certified copy of this Resolution and Ordinance O-2019-12 with the California Building Standards Commission.

5. A full, true and correct copy of this Resolution shall be maintained in the office of the building official for public inspection.

6. The City Clerk shall certify to the adoption of this Resolution.

PASSED AND ADOPTED this 19th day of November 2019.

Rhonda Shader, Mayor

ATTEST:

Robert S. McKinnell, City Clerk

I, Robert S. McKinnell, City Clerk of the City of Placentia, hereby certify that the foregoing Resolution was adopted a regular meeting of the City Council of the City of Placentia, held on the 19th day of November 2019, by the following vote:

AYES: Councilmember:
NOES: Councilmember:
ABSENT: Councilmember:
ABSTAIN: Councilmember:

Robert S. McKinnell, 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 PUBLIC WORKS
DIRECTOR OF ADMINISTRATIVE SERVICES

DATE: NOVEMBER 19, 2019

SUBJECT: **PLACENTIA FIRE AND LIFE SAFETY DEPARTMENT QUARTERLY UPDATE**

FISCAL IMPACT: There is no fiscal impact associated with the recommended action.

SUMMARY:

A quarterly update on the progress made thus far in establishing the Placentia Fire and Life Safety Department and new 9-1-1/Advanced Life Support paramedic services is presented to the City Council and community to outline the progress made in advancing those efforts.

RECOMMENDATION:

It is recommended that City Council receive and file the presentation on the Placentia Fire and Life Safety Department Quarterly Update.

DISCUSSION:

On June 4, 2019, the Placentia City Council voted to establish the Placentia Fire and Life Safety Department (the "Department") and awarded a contract to Lynch EMS for 9-1-1/Advanced Life Support services. As a part of that decision, the City Council directed the City Administrator to take the necessary steps to implement the Department. In the ensuing four months, the City has made significant progress in advancing this effort to ensure the new Department and Lynch EMS will be ready to begin service and take command on July 1, 2020. A quarterly update is presented to the City Council and community to share the progress made thus far. Presentation materials will be made available at the City Council meeting.

FISCAL IMPACT:

There is no fiscal impact associated with the recommended action.

Prepared by:

Luis Estevez
Director of Public Works

Prepared by:

Rosanna Ramirez
Director of Administrative Services

Reviewed and approved:

Damien R. Arrula
City Administrator

Fire and Life Safety Department Quarterly Update

First Quarter Update

Consultant Expert Support

Senior Executive Fire Advisor Scott Ferguson

- 37 years experience in the fire service
- Over 11.5 years experience as Fire Chief in Manhattan Beach, Santa Monica and Murrieta
- 5 years experience as Deputy Fire Chief
- Other positions include: Chief Training Officer, Battalion Chief, Captain/Training Captain and Firefighter



Senior Fire Advisor Ken Riddle

- 28 years with Las Vegas Fire and Rescue
- 15 years executive level
- 20 Fire & EMS consulting
- Executive Fire Officer Graduate
- Executive Director Nevada Fire Chief's Association
- 16 years International Association of Fire Chiefs, EMS Section
- Original member of National Fire Protection Association 1710 Committee (Standards for career fire departments)



Additional Consultants

- Working with experienced and highly qualified:
  - Fire vendors
  - Apparatus consultants

Apparatus Update

July 9 – City Council Approves Contracts and Financing for Fire Apparatus

- Four brand-new fire suppression apparatus
  - Type I Engine (2)
  - Quint with 100-foot ladder (1)
  - Mini-pumper (1)
- Apparatus financing is approved and completed at 2.69% over 10 years
  - Received lowest interest rate available
- Recommended and vetted by multiple experts
- All four units are currently in production





Engine Update

- Delivery date scheduled for April/May
- Redundancy plan in place if delivery is late
- Engines can be leased for training





Mini-Pumper Update

- Fully equipped Ford F550
- Highest-quality vehicle available
- Holds 350 gallons of water and 40 gallons of firefighting foam
- Mini-pumper already in post-production inspections
- Anticipated March delivery









September 10 – Council Approves Purchase of Three Command Staff Vehicles

- Two 2019 Ford F350's for the Battalion Chiefs
- One 2020 Police Interceptor for the Fire Chief
- Outfitted with all the high-quality, technologically-advanced equipment needed
- Recommended and vetted by multiple Fire Chiefs and experts
- Delivery expected in early spring 2020





September 10 – Council Approves Financing for Support Vehicles

- 15 person passenger van
- Light duty pick-up truck
- Final procurement to come before Council tonight





Fire Department Equipment

September 24 – Council Approves Purchase and Financing of Apparatus Tools and Equipment

- All items picked specifically for Placentia, reviewed by experts and are compatible with neighboring cities
- Over 600 individual pieces of new equipment purchased to stock apparatus including:
  - Breathing apparatus
  - Hoses and clamps
  - Multipurpose tools
  - Bolt cutters
  - Axes and hand tools
  - Hydraulic cutting tools
- Delivery to equipment supplier Derotic Emergency Equipment underway
- Spare equipment purchased to ensure additional supplies available on shelf if needed





Equipment Starting to Arrive

Operations

September 19 – Facility Assessment

- City staff toured both Placentia Fire Stations with OCFA staff to discuss Fire Station transition needs and coordination
- Facility needs assessment being conducted by consultant with photo documentation
- Beginning in January, City and OCFA Staff will meet monthly on transition
- Identified station improvements will be listed in future Capital Improvement Project (CIP) budget
- Facility transition plan to be finalized by early 2020





Agency Partnership for Delivery of Services

October 3 – Agreement for Integration to OC-MEDS Data System

- City enters into agreement for electronic integration of 911 EMS dispatch data into County of Orange's OC-MEDS data system
- Utilization of the OC-MEDS electronic reporting system ensures:
  - Regulatory and patient care data privacy compliance
  - Seamless coordination of call times and demographic data into patient care reports
  - Opportunity to grow and adapt to changing healthcare information from hospitals and health plans

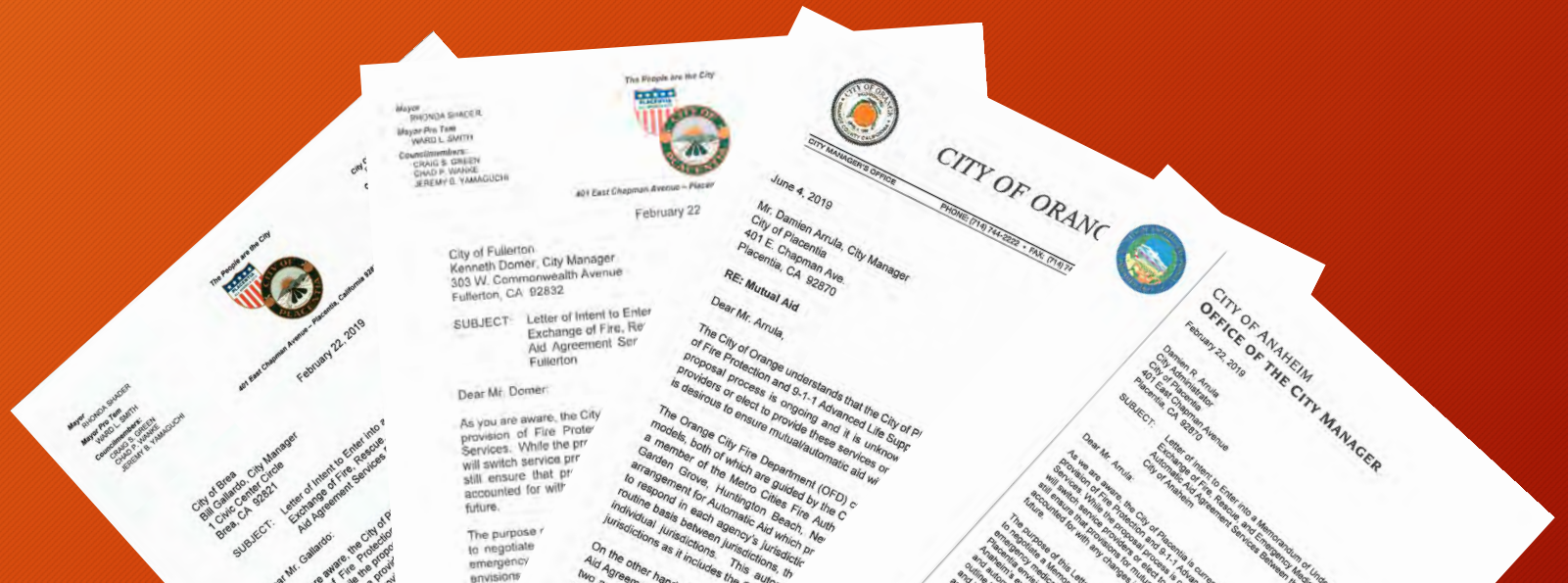


October 16 – Automatic and Mutual Aid Meeting

- Senior Executive Fire Advisor Ferguson and Fire Chiefs from Anaheim, Fullerton/Brea and OCFA discuss framework for adapting the existing automatic and mutual aid agreements that already provide coverage to Placentia

Ongoing Communications

- Senior Executive Fire Advisor Ferguson meets regularly with our neighboring Fire Chiefs to continue discussion on finalizing automatic and mutual aid agreements
- Ensure a smooth transition that provides the highest-quality service to all residents



Placentia Dispatch Update

Dispatch

- Currently recruiting a Public Safety Communications Manager to run integrated Dispatch Center
- Hired 5 new Police Dispatch/Records Clerks within the past three months
- Fire and Emergency Medical Dispatch (EMD) protocols and training being developed
- First training program being finalized
- Training will begin in January



Computer Aided Dispatch (CAD) and Records System

- City Council approves contract to upgrade Mark43 Computer Aided Dispatch (CAD) system to add Fire & EMS functionality
- Implementation kick-off meeting and Mark43 Implementation Team assigned to Placentia
- OCMEDS/ImageTrend Electronic Patient Care Records (ePCR) integration started
- Met with Orange County Communications to begin Dispatch radio and console upgrades
- Finalized integration into Orange County CAD-to-CAD with Tellus Safety Solutions on 10/31/19
  - Awaiting OCFA Chief Fennessy approval to join hub
- Fire GIS district grids uploaded to Mark43 CAD system
- New, widescreen, high definition monitors currently in testing in Dispatch

Human Resources Update

Preparation for Fire Department

- Compilation of benefit packages that are competitive with surrounding agencies
- Job specifications for each position
- Minimum Qualifications (MQs) of surrounding agencies identified and utilized to create Placentia's MQs

Recruitment

- New permanent Human Resources Analyst hired to support Fire Department recruitment and implementation
- Conducting interviews this week for Public Safety Management Analyst to support Fire Department
- Recruitments anticipated to begin November 25, 2019
- Hiring all positions:
  - Fire Chief
  - Battalion Chiefs
  - Captains
  - Engineers
  - Firefighters
  - Reserve Firefighters

Marketing

- Day after the vote to create the new Fire Department, Human Resources began a contact list of anyone who expressed interest in joining the new Placentia Fire Department
- Ads placed on City's electronic billboards
- Recruitment video in production
- Job Postings will be advertised in fire specific publications and social media



Emergency Medical Services (EMS) Update

Lynch Ambulance

Lynch's Progress in Becoming Placentia's New EMS Provider

- Two primary ambulances and one backup have been ordered from manufacturer and are in production
  - Mid-February delivery
- Cardiac Monitors
  - The latest in advanced cardiac monitor/defibrillators have been ordered



Lynch's Integration into City

- Data analysis
  - Lynch is currently analyzing data on call volume within Placentia and neighboring cities to develop demand predictions, heat maps and effective deployment models
- Continued involvement within the City
  - Attending events to meet the community including Taste of Placentia, Tacos and Tequila, and the Placentia Heritage Festival
  - Instructed medical training for the City's Community Emergency Response Team (CERT)







Next Steps/ Upcoming Items

Upcoming City Council Agenda Items

- Purchase of:
  - Radios
  - Opticom Emergency Vehicle Preemption System
  - Uniforms
- Approval of Fire and Life Safety Department patch and logo
- Work rules
- Fire station alerting system
- Automatic and mutual aid agreement
- County Integration into countywide CAD-to-CAD system

Upcoming Projects for Implementation Team

- Programing command vehicle and apparatus computers
- Fire alerting system
- Ambulance ordinance
- Complete recruitments/begin training
- Next update: January 2020

Placentia City Council
AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: INTERIM DIRECTOR OF COMMUNITY SERVICES

DATE: NOVEMBER 19, 2019

SUBJECT: **PLACENTIA OPEN SPACES AND URBAN GREENING MASTER PLAN**

FISCAL IMPACT: NONE

SUMMARY:

In 2017, the City of Placentia ("City") was selected by the Southern California Association of Governments (SCAG), through a competitive application process, as one of 54 projects in Southern California to develop an Open Spaces and Urban Greening (OSUG) Master Plan as part of SCAG's Sustainability Program. The Placentia Open Spaces and Urban Greening (POSUG) Master Plan outlines a sustainable strategy to preserve and improve existing parks and open space, recapture future parks and open space, increase the urban forest, and implement urban greening strategies to reduce vehicle miles traveled and greenhouse emissions.

SCAG is a Joint Powers Authority under California State law, established as an association of local governments and agencies that voluntarily convene as a forum to address regional issues.

As part of the Sustainability Program, SCAG conducted a Request for Proposals (RFP) process seeking a professional consultant to develop the POSUG Master Plan for the City of Placentia. Interviews were conducted on January 23, 2018. The professional design and planning firm KTUA was selected as the consultant. KTUA was founded in 1970 and has a rich history of working on a variety of park projects including renovation of existing park sites and design of new parks.

As the selected consultant, KTUA entered into a contract with SCAG in May 2018 to work collaboratively with the City to develop the POSUG Master Plan. Completion of the contract term was deemed December 31, 2019.

The recommended actions will finalize the project and provide the City with a completed POSUG Master Plan to be utilized as a guide for future Capital Improvement projects.

RECOMMENDATION:

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

1. Receive and file the Placentia Open Space and Urban Greening (POSUG) Master Plan; and;

2. Accept the recommended improvements made by the consultant and included in the POSUG Master Plan to the City's park system, bike paths, and pedestrian paths; and

3. Direct Staff to incorporate the POSUG recommended improvements into the City's seven (7) year Capital Improvement Plan (CIP); and

4. Direct Staff to plan and prioritize the recommended improvements included in the POSUG Master Plan and allocate available funding to the projects through the City's annual budget process.

DISCUSSION:

In 2017, the City was selected by SCAG, through an application process, as one of nine (9) cities in the Southern California area to develop OSUG as part of SCAG's Sustainability Program. After conducting an RFP process, SCAG and the City selected KTUA as the consultant to deliver the POSUG project. The POSUG Master Plan project kick-off meeting was held in June 2018 and included City Staff, KTUA Staff, and representatives from SCAG. During the POSUG kick-off meeting, project areas were identified to be incorporated by KTUA. These areas included, Project Planning and Coordination, Stakeholder Engagement and Communications, Research and Identification of Existing Area Conditions, and Final Plan and Recommendations. As part of the project development, KTUA was required to work closely with City Staff to conduct project meetings; maintain communication; review and collect relevant data and documents; and prepare area maps identifying parcel ownerships, park inventory, and bike facilities.

The Stakeholder Engagement and Communications element identified in the plan was crucial throughout the development of the plan. KTUA was required to prepare a public outreach plan. Working closely with City Staff, KTUA conducted stakeholder interviews, created and implemented a project survey, conducted outreach events and community workshops to gain resident input and feedback.

Workshops were scheduled at key milestones in the project's planning process to communicate goals and objectives to the community. These workshops took place at Concerts in the Park, the Heritage Festival, the Tamale Festival, and the Easter Eggcitement and Spring Carnival event. KTUA utilized these workshops and the City's webpage to distribute a project survey designed to gather feedback from the community to determine how to improve existing park facilities, make walking and biking to parks more enjoyable, and expand the City's urban forest. Additionally, the survey was used to determine priority levels for park amenities and improvements. A remarkable 498 surveys were completed and were used to determine recommended park/facility improvements.

Based on feedback gathered from the survey and community workshops, potential park/facility improvements were identified. The overall recommended improvements included in the final plan are below:

- Repair/replacement of damaged turf, playground surfaces, and walking trail areas at park facilities and throughout the City
- Replacement of playground structures
- Replacement/addition of picnic tables and benches throughout park facilities
- Addition of a dog park
- Addition of a splash pad
- Addition of a community garden

Additionally, KTUA provided further park improvement recommendations in the final plan including addition of park safety lighting, replacement of dead trees, addition of multi-use park paths, addition of shade for play structures and outdoor exercise equipment, repair/replacement of cracked concrete, and addition of park identification and signage.

FISCAL IMPACT:

At this time, there is no fiscal impact associated with the POSUG Master Plan. The POSUG Master Plan will be utilized as an information tool to prioritize future park, facility, and walking path improvement projects throughout the City. Additionally, information gathered from the POSUG Master Plan may be used to obtain future grant opportunities. The recommended actions will provide the City with a completed POSUG Master Plan to be utilized as a guide for future Capital Improvement Projects (CIP) to be incorporated into the City's seven (7) year CIP plan. Potential allocation of available funds would be made through the City's annual budget process as approved by City Council.

Prepared by:

Veronica Ortiz
Community Services Supervisor

Reviewed and approved:

Karen Crocker
Interim Director of Community Services

Reviewed and approved:

Damien R. Arrula
City Administrator

City of Placentia

Open Spaces & Urban Greening Master Plan

November 2019 Draft



Acknowledgements

City of Placentia

Sandra Gonzalez, Director of Community Services
Veronica Ortiz, Community Services Supervisor, Project Manager
Luis Estevez, Director of Public Works
Marshe Samuel, Office Assistant

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Alex Samarin, GIS Manager
Silvia Fang, GIS Analyst
Juan Alberto Bonilla, Senior Planner
Jorge Nozot, Planner

Southern California Association of Governments





Table of Contents

01 **Introduction** 1
Purpose 2
Study Area: City of Placentia 2
Ongoing and Past Guiding Plans 5
Primary Guidance for Street and Citywide Park Design 7
Applicable Initiatives and Legislation 10

02 **Existing Conditions & Analyses** 15
Existing Conditions 16
Analysis 36

03 **Community Engagement** 47
Community Engagement Overview 48

04 **Recommendations** 57
Park Recommendations 58
Green Street Toolbox 114
Recommended Programs and Partnerships 122
Evolving State of Mobility 126

05 **Funding** 127
Potential Funding Sources 128

List of Figures

Figure 1-1: City of Placentia Study Area 3
Figure 2-1: Land Use 19
Figure 2-2: Parks and Open Space 21
Figure 2-3: Tree Canopy 27
Figure 2-4: Public Easements and Utility Corridor Opportunities 29
Figure 2-5: Street Classifications 31
Figure 2-6: Transit Routes 33
Figure 2-7: Existing and Previously Proposed Bike Facilities 35
Figure 2-8: Existing Parks Level of Service 37
Figure 2-9: School Joint-Use Agreements Parks Level of Service 38
Figure 2-10: Expanded Parks Level of Service 39
Figure 2-11: Bicyclist and Pedestrian Collision Analysis 41
Figure 2-12: Health and Equity Index 43
Figure 2-13: Park Connections Model 45
Figure 4-1: Bradford Park Infill/Expansion Potential 60
Figure 4-2: Bradford Park Travelshed 61
Figure 4-3: Goldenrod Park Infill/Expansion Potential 62
Figure 4-4: Goldenrod Park Travelshed 63
Figure 4-5: Jaycee Parkette Infill/Expansion Potential 64
Figure 4-6: Jaycee Parkette Travelshed 65
Figure 4-7: Koch Park Infill/Expansion Potential 66
Figure 4-8: Goldenrod Park Travelshed 67
Figure 4-9: Kraemer Park Infill/Expansion Potential 68
Figure 4-10: Kraemer Park Travelshed 69
Figure 4-11: La Placita Parkette Infill/Expansion Potential 70
Figure 4-12: La Placita Parkette Travelshed 71
Figure 4-13: McFadden Park Infill/Expansion Potential 72
Figure 4-14: McFadden Park Travelshed 73
Figure 4-15: Parque de los Ninos Infill/Expansion Potential 74
Figure 4-16: Parque de los Ninos Travelshed 75
Figure 4-17: Parque de los Vaqueros Infill/Expansion Potential 76
Figure 4-18: Parque de los Vaqueros Travelshed 77
Figure 4-19: Parque del Arroyo Verde Infill/Expansion Potential 78
Figure 4-20: Parque del Arroyo Verde Travelshed 79
Figure 4-21: Champions Sports Complex Infill/Expansion Potential 80
Figure 4-22: Placentia Champions Sports Complex Travelshed 81
Figure 4-23: Richard R. Samp Park Infill/Expansion Potential 82
Figure 4-24: Richard R. Samp Park Travelshed 83
Figure 4-25: Santa Fe Park Infill/Expansion Potential 84
Figure 4-26: Santa Fe Park Travelshed 85
Figure 4-27: Tuffree Park Infill/Expansion Potential 86
Figure 4-28: Tuffree Park Travelshed 87
Figure 4-29: Park Infill/Expansion – Wagner Park 88
Figure 4-30: Wagner Park Travelshed 89
Figure 4-31: Tri-City Park Infill/Expansion Potential 90
Figure 4-32: Tri-City Park Travelshed 91
Figure 4-33: Jaycee Parkette Concept Plan 94
Figure 4-34: McFadden Park Concept Plan 95
Figure 4-35: La Placita Parkette Concept Plan 96
Figure 4-36: Kraemer Park Concept Plan 97
Figure 4-37: Santa Fe Park Concept Plan 98
Figure 4-38: Linear Park and Multi-Use Path Opportunities 103
Figure 4-39: Typical 14 Foot Class 1 multi-use path 106
Figure 4-40: Typical 30-35 Foot Class 1 multi-use path 107

List of Tables

Table 4-1: Park Infill/Expansion – Bradford Park 60
Table 4-2: Park Infill/Expansion – Goldenrod Park 62
Table 4-3: Park Infill/Expansion – Jaycee Parkette 64
Table 4-4: Park Infill/Expansion – Koch Park 66
Table 4-5: Park Infill/Expansion – Kraemer Park 68
Table 4-6: Park Infill/Expansion – La Placita Parkette 70
Table 4-7: Park Infill/Expansion – McFadden Park 72
Table 4-8: Park Infill/Expansion – Parque de los Ninos 74
Table 4-9: Park Infill/Expansion – Parque del Arroyo Verde 78
Table 4-10: Park Infill/Expansion – Champions Sports Complex 80
Table 4-11: Park Infill/Expansion – Richard R. Samp Park 82
Table 4-12: Park Infill/Expansion – Santa Fe Park 84
Table 4-13: Park Infill/Expansion – Wagner Park 88
Table 4-14: Park Prioritization 92
Table 4-15: Tree Pallette 110
Table 5-1: Potential Funding Sources 129

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01

Introduction



Purpose

The mission statement of Placentia is to keep the City a pleasant place by providing a safe family atmosphere, superior public services, and policies that promote the highest standards of community life. With this mission in mind, the primary purpose of this study is to take a fresh look at what Placentia has in terms of park and open spaces assets and how alternative and non-motorized transportation amenities can get people to these locations. Another goal is to provide potential future expansion of the urban forest within future parks and open space areas.

Placentia's history is rooted in agriculture, but the population since its start in 1837 continues to grow, especially booming during the 1970s. Today, the community of 52,294 residents that occupy the City are finding that the available land for parks and open space is quickly disappearing with new development.

Based on the ever-growing population, equivalences will be an essential tool for expanding recreation in non-traditional ways. This includes non-standard parks, linear parks, pocket parks and other non-traditional public realm spaces. In addition, land and policies dedicated to allowing for networks of walkways, pedestrian paths, bike facilities, and public transportation services will be important for future growth in providing healthy access to recreation and in meeting the sustainability goals of reducing VMT and GHG levels.

In April 2016, the Southern California Association of Governments (SCAG) adopted the 2016-2040 Regional Transportation Plan-Sustainable Communities Strategy (RTO/SCS), which is used to guide regional planning policy through the integration of land use planning and transportation investment decision-making aimed at local sustainability and active transportation assistance for bicycle and pedestrian planning efforts. The Sustainability Planning Grant (SPG) is a key SCAG initiative for implementing the RTP/SCS. It focuses on meeting local needs of the residents to help implement the RTP/SCS, reducing greenhouse gas (GHG) emissions, and provides a range of local and regional benefits.

The City of Placentia received funding for one of the approximately 65 projects that were part of SCAG's Sustainability Planning grant program. The City of Placentia's Open Spaces and Urban Greening Master Plan (Plan) outlines a sustainability strategy to preserve and improve existing parks and open space, recapture future parks and open space, increase the urban forest, and implement urban greening strategies to reduce Vehicle Miles Travelled/Greenhouse Gas (VMT/GHG) emissions.

As part of the urban greening strategies, the Plan will create new non-motorized transportation options that connect people to open spaces, public transit, Old Town Placentia, the Orange County Loop (OC Loop), and the future Metrolink Station. The Plan will identify optimal locations for bike and pedestrian paths that will encourage residents to cycle and/or walk to the City's open spaces, parks, and the OC Loop, 66 miles of seamless connections and an opportunity for people to bike, walk and connect to some of Southern California's most scenic beaches and inland recreation areas.

Study Area: City of Placentia

This plan examines the network of open space and parks through the entire City and how people access the parks, including active and mass transportation.

Placentia is located within the County of Orange, totalling an area of 6.6 square miles. State Route (SR) 91 runs south of the City and the SR 57 runs through the southwest section of Placentia. The origin of Placentia as it was incorporated in 1926 is rooted in rail transit and citrus. The Santa Fe Railroad was re-routed through the area to support the local citrus industry and packing houses to distribute avocados, grapes, walnuts, and citrus fruit. The Valencia Orange Growing and Packing became the center of the City and supported much of the growth at that time. Today, Placentia is known for its quiet neighborhoods and historic downtown, and has a population of 52,294.

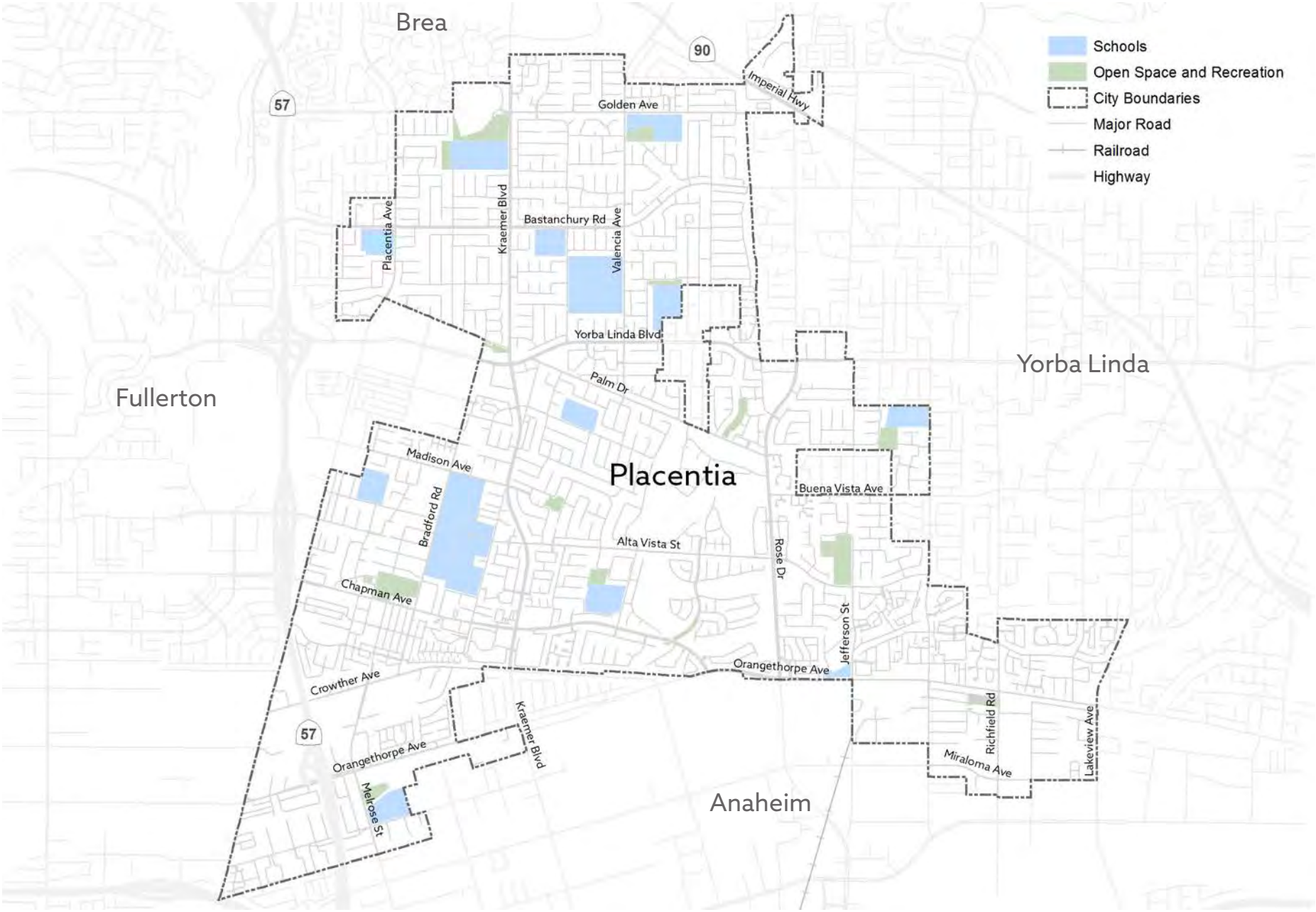


Figure 1-1: City of Placentia Study Area

Placentia Open Space for Recreation

The City of Placentia currently has 100.9 acres of park land which includes parklettes, neighborhood parks, community parks, and a portion of special use (golf courses and sports complexes) and sub regional parks (County of Orange Tri-City Park). The Community Services Department operates 15 parks within the City.

Placentia Bikeways

The City of Placentia currently includes Class I, II, and III bike facilities. These bikeways provide access to schools, transit, parks, and other open space within the City, but also function as a recreational opportunity within the City. It is the City's goal to include bikeways into new development of street networks and as part of implementing Complete Streets concepts, but also as a way to connect to neighboring cities and counties within the region.

Placentia Walkways

The walkway system within the City of Placentia includes sidewalks along road networks and multi-use paths set off roadways. Throughout the City, there is a need to improve connectivity by replacing or repairing damaged walks or incorporating new walks where there is a gap, and installing pedestrian ramps and facilities at road intersections where they are missing. Similar to bikeways, walkways provide access to transit, schools, parks, and open space, and it is the City's goal to enhance the network to provide more opportunities to walk to and from various destinations.



Ongoing and Past Guiding Plans

The following plans were reviewed for relevance to the Plan and to ensure that all planning efforts are aligned and integrated. The plans consist of ongoing studies such as the General Plan update and its corresponding elements, as well as completed studies.

City of Placentia General Plan

The Placentia General Plan is the primary city-wide comprehensive plan that guides future growth. The City of Placentia is currently undergoing an update to the General Plan. Within the plan, the Open Space and Recreation Element and the Circulation Element addresses goals and policies related to open space and access to recreational opportunities.

Open Space and Recreation Element

The Open Space and Recreation Element provides strategies and actions to preserve and enhance open space areas to meet the recreational needs of its residents. The document quantifies different types of open space and recreational facilities in an attempt to meet the City's park development goal of providing 4 acres per 1,000 residents for a total goal of 202 acres.

The element identifies recreational needs with an assessment of its residents through participant/user surveys and staff, instructor, participant, and citizen input at community meetings. Needs include a skate park, dog park, gymnasium, senior/community center, performing arts center, and an aquatics complex based on the City of Placentia Parks and Facilities Development Study completed in February 2007.

Mobility Element

The Mobility Element of the General Plan provides the City's overall transportation management for streets, highways, rail lines, active transportation, and all other modes of transportation. The Mobility Element also recognizes the City's commitment towards advancing innovation in transportation and long term sustainability as outlined in SB 375, AB 1358, and SB 1000.

This element also acknowledges the important relationship between land use and transportation. The goals and polices outlined go hand-in-hand with both the transportation system and the people and goods it must service.

Complete Parks Placentia Research and Analysis

The Complete Parks document identifies current policies and goals within the City related to parks. Through the process of community outreach, the following were identified as areas for improvements for the park system.

- Increase maintenance, vigilance, and lighting;
- Improved programming opportunities for all age groups including adults, free programming, and cultural events;
- Provide well maintained plantings including increased tree canopies and water efficient landscape;
- Increase funding for parks; and
- Improve comfort levels for walking and biking to parks.

Old Town Placentia Revitalization Plan

The Old Town Placentia Revitalization Plan recognizes the importance of the safety and improved character of the public realm. By incorporating infrastructure for bicycling, and creating streets, sidewalks, paseos, and parks that encourage walking, the Old Town area provides an opportunity to increase walking and biking to park, open space, and transit, and to expand the tree canopy.

Systematic Safety Analysis Report

As a part of the Caltrans funded Systemic Safety Analysis Report Program (SSARP), a citywide assessment of collisions was completed to propose modifications in traffic controls and safety improvement projects to address elevated collision rates along roadways and at intersections throughout Placentia. A total of 46 project recommendations were made and broken into groups based on the improvements required and funding capabilities.

The first project will upgrade traffic signal equipment and provide left-turn arrows at the following five intersections:

- Bastanchury Road at Valencia Avenue
- Yorba Linda Boulevard at Kraemer Boulevard
- Yorba Linda Boulevard at Palm Drive
- Kraemer Boulevard at Madison Avenue
- Chapman Avenue at Bradford Avenue

The second group of 19 projects, roadway segment improvements, include elements such as restricting left turns, installing new traffic signals, improving sight distances, installing medians and curb extensions, and striping modifications. The third group of 22 projects, intersection improvements, include elements such as new flashing yellow arrows for left-turns, installing new left-turn lanes, updating traffic signal timing, and reconfiguring traffic signal operations.

The Orange County Loop

The Orange County (OC) Loop is a vision for 66 miles of seamless connections and an opportunity for people to bike, walk, and connect to some of California's most scenic beaches and inland reaches. About 80 percent of the OC Loop is already in place and currently covers nearly 54 miles. OCTA has been working closely with Placentia to close the gaps that currently exist within the City.

OCTA ATP Master Plan

Orange County Transportation Authority (OCTA) is working to develop Orange County's Bike and Pedestrian Plan to improve active transportation county-wide in order to make active transportation a more reliable mode of transportation within Orange County.

Project goals include:

- Advance a strategic walking and biking network;
- Enhance walking and biking access to transit;
- Improve high-need pedestrian areas;
- Reduce pedestrian and bicyclist collisions;
- Strengthen stakeholder partnerships;
- Incorporate diverse community perspectives; and
- Leverage funding opportunities.



Primary Guidance for Street and Citywide Park Design

Providing safe, convenient, and comfortable access for all users is the primary goal of comprehensive street design. This report recommends using Complete Streets standards as the basis for new roadway design, construction, and renovation. Assembly Bill 1358 codifies Complete Streets into law by requiring that general plan circulation element updates: "identify how the jurisdiction will provide for the routine accommodation of all users of the roadway including drivers, pedestrians, cyclists, individuals with disabilities, seniors, and public transit users." Placentia has addressed complete street concepts in the 2019 general plan & mobility element update & has indicated a strong commitment to expanding active transportation opportunities to the community.

While pedestrians have benefited from "routine accommodation," with features such as sidewalks, curb ramps, crosswalks, dedicated crosswalk signals, etc., these infrastructural improvements are still not universally applied. This results in a walking environment often perceived as unsafe and uncomfortable, which therefore discourages people from walking. Pedestrian accommodation is being re-evaluated in the context of improving the overall street environment through the implementation of additional enhancements that make walking more comfortable, and therefore to encourage more people to do so.

Bicycle infrastructure state of practice in the United States has undergone a significant transformation in the last decade. Much of this may be attributed to bicycling's changing role in the overall transportation system. Once viewed as an "alternative" mode, it is increasingly viewed as a legitimate transportation mode and one that should be actively promoted as a means of achieving environmental, social, and economic goals.

While connectivity and convenience remain essential quality indicators, much recent research indicates that the increased acceptance and practice of daily bicycling, in particular, will require "low-stress" bicycle infrastructure. Specific types and design interventions intended to encourage ridership among the "interested, but concerned" demographic tend to be those that separate bicyclists from high volume and high speed vehicular traffic.

Just as the state of practice of bicycle and pedestrian infrastructure has evolved, so has technical guidance. While bikeway design guidance in California has traditionally come from the state, especially Caltrans and the California Manual on Uniform Traffic Control Devices (CA MUTCD), cities are increasingly turning to national organizations for guidance on best practices. These are primarily the American Association of State Highway and Transportation Officials (AASHTO), the National Association of City Transportation Officials (NACTO), and the Federal Highway Administration (FHWA).

Fortunately for California cities, there is increased flexibility in design guidance offered by both Caltrans and the FHWA. In 2014, Caltrans officially endorsed the NACTO Urban Street Design Guide and Urban Bikeway Design Guide as valuable toolkits for designing and constructing safe, attractive streets for all users. California cities may also apply for experimental designation from the FHWA for projects not in conformance with the CA MUTCD.

The creation of more Complete Streets is supported by these manuals' guidance, as well as by several pieces of important legislation. The following section provides a review of the state of practice for walking and bicycling infrastructure, particularly the AASHTO and NACTO guides. It also includes a discussion on Routine Accommodation, as well as summaries of relevant legislation at the local, regional, state, and national levels.

Infrastructure design improvement recommendations described later in this report borrow heavily from the AASHTO Guide to Bicycle Facilities and the NACTO Urban Bikeway and Urban Street Design Guides, particularly for guidance on "innovative" infrastructure. The FHWA supports using these resources to further develop bicycling and walking transportation networks, particularly in urban areas. Compliance with applicable guidelines and standards is also required by California Street and Highways Code Section 891.2 and most grant programs.

NACTO Urban Bikeway/Urban Street Design Guides

The NACTO guides represent the industry standard for innovative bicycle and walking infrastructure and treatments in the United States. In 2014, Caltrans followed AASHTO and officially endorsed the NACTO Urban Street Design Guide and Urban Bikeway Design Guide as valuable toolkits for designing and constructing safe and attractive streets. At the time, Caltrans was only the third State Department of Transportation to officially endorse the guides. It is important to note that virtually all of the bikeway guide's design treatments (with two exceptions) are permitted under the Federal MUTCD. The NACTO Urban Street Design Guide is the more generalized of the two guides and organized into six sections. Each section is further subdivided, depending on topic. The NACTO Urban Bikeway Design Guide is also organized into six sections, but its information is bicycle-specific. For each section, it offers three levels of guidance: Required Features, Recommended Features, and Optional Features.

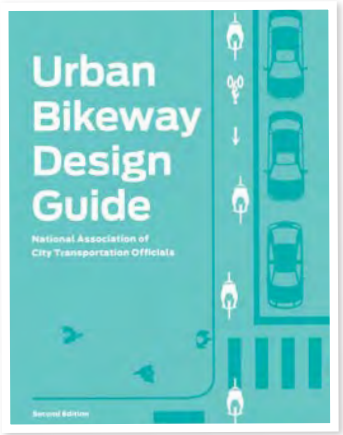
NACTO Transit Street Design Guide

As transit starts to gain a more prominent role in cities, more people are using buses, streetcars, and light rail than ever before. As a result, street design is shifting to give transit the space it deserves. The NACTO Transit Street Design Guide provides guidance for the development of transit infrastructure on streets, as well as for prioritizing transit, improving its service quality, and to support other related goals. The majority of design elements included in this guide are consistent with MUTCD standards, including signage, markings, and signal elements that have received interim approval. These guidelines were developed using other design guidance as a basis, along with city case studies, best practices, research, and evaluation of existing designs, and professional consensus.

NACTO Urban Street Stormwater Guide

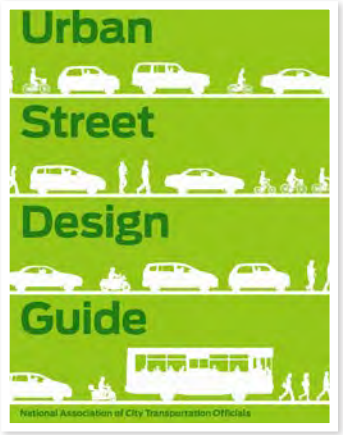
The NACTO Urban Street Stormwater Guide provides guidance on how to create resilient cities that are better prepared for climate change, while creating public spaces that deliver social and economic value. This guide focuses on green infrastructure within urban streets, including the design and engineering of stormwater management practices that support and improve mobility. It also intends to reduce the impacts of runoff and human activity on natural ecological processes.

One of the main goals of this guide is to encourage interdepartmental partnerships around sustainable infrastructure, which includes communicating the benefits of such projects. However, this guide does not address stormwater management strategies on private property, nor does it address drainage and infiltration around controlled-access highways.









Caltrans Highway Design Manual - Chapter 1000 – Bikeway Planning and Design

This reference has long been the official resource for bikeway planning and design in California, but now largely represents the minimum standards required for specific bikeway infrastructure types. Senate Bill 1 (Road Repair and Accountability Act) includes a provision for Caltrans to update the Highway Design Manual to incorporate "Complete Streets" design concepts.

AASHTO Guide to Bikeway Facilities

This memorandum expresses FHWA support for taking a flexible approach to bicycle and pedestrian infrastructure design. The AASHTO bicycle and pedestrian design guides are the primary national resources for planning, designing, and operating bicycle and pedestrian infrastructure. The NACTO Urban Bikeway Design Guide and the Institute of Transportation Engineers (ITE) Designing Urban Walkable Thoroughfares guide builds upon the flexibilities provided in the AASHTO guides, which can help communities plan and design safe and convenient walking and riding infrastructure.

Recreation, Park, and Open Space Guidelines

For several years, the accepted standard for measuring and assessing needs within a city's park and recreation standards has been population and geographic area using recommendations from the National Recreation and Parks Association (NRPA). As a guiding principle, this is a good start for minimum standards, however, no two cities are the same and further investigation into the demographics, density of development, financial constraints, and user priorities should also be considered. A study completed by NRPA, 2016 NPRA Field Report Park and Recreation Agency Performance Benchmarks, was developed to highlight average standards different recreation and park agencies are currently meeting across the nation. Within this document, it notes that typical park and recreation agencies have 9.5 acres of park land per 1,000 residents and that there is one park for every 2,277 residents. It also identifies various amenities that are found in outdoor facilities with a majority of the park and recreation agencies having playgrounds as an asset.



Applicable Initiatives and Legislation

The following section describes state and local legislations, bonds, and initiatives that are related to parks, urban forestry, and active transportation. This background information helps inform some of the overarching goals of the Plan.

NRPA Parks and Recreation Inclusion Report

While not currently part of any required legislation, the National Recreation and Parks Association (NRPA) encourages cities to develop their own formal inclusion policy. This policy would ensure every member of their community has access to the benefits that parks and recreation offer regardless of race, ethnicity, age, income level, physical ability, sexual orientation, gender, or religion. To support this cause, NRPA's Parks for Inclusion initiative aims to improve access to health and wellness activities in parks and works at a framework for individual cities to create and implement inclusive policies in local parks and recreation.

Excel Beyond the Bell (EBB Program)

NRPA has been advocating alongside key out-of-school-time partners, including the Afterschool Alliance, Boys & Girls Clubs of America and the National 4-H Council, to raise the profile of quality summer and afterschool programs as a critical strategy in combatting the nation's substance abuse epidemic. EBB aims to keep young people healthy, productive, and connected during out-of-school time. With a proven track record for increasing resilience, supporting positive youth development, and preventing substance use, EBB has shown how investing in afterschool and summer learning programs is a cost-effective way for Congress to help build and enhance an integrated trauma-informed system that supports children, youth, and families impacted by the substance misuse crisis in this country.

Let's Move!

Past President Obama, along with Past First Lady Michelle Obama, established the Let's Move Campaign in an effort to help solve the problem of childhood obesity. Strategies included updating child nutrition policies in a way that addresses the best available scientific information, ensuring access to healthy, affordable food in schools and communities, as well as increasing physical activity and empowering parents and caregivers with the information and tools they need to make good choices for themselves and their families.

California Children's Outdoor Bill of Rights (COBR)

The California Children's Outdoor Bill of Rights (COBR) identifies ten outdoor activities that the California Roundtable on Recreation, Parks and Tourism believes are the basic outdoor needs for healthy childhood development. The California Children's Outdoor Bill of Rights states that every child should have the opportunity to:

- Play in a safe place
- Explore nature
- Learn to swim
- Go fishing
- Follow a trail
- Camp under the stars
- Ride a bike
- Go boating
- Connect with the past
- Plant a seed

CA Proposition 68 (2018)

Proposition 68 passed in June 2018 as the largest bond investment in natural resources and under-served communities in California's history. Available funds are aimed at enhancing local or regional park infrastructure as well as creating new parks and new recreation opportunities in under-served communities across California.

Over $250 million dollars will be awarded through the State-wide Park Program (SPP) through a competitive grant process.

City of Placentia Measure U

Measure U, a local one-cent sales tax measure, was approved by local voters during the November 6, 2018 ballot. Measure U will provide local funds for Placentia's 911 emergencies and essential city services. The measure will fund public safety services such as street paving and keeping public areas such as parks and community centers clean and free of graffiti.

State Legislation

AB-32 California Global Warming Solutions (2006)

This bill calls for the reduction of greenhouse gas emissions and codifies the 2020 emissions reduction goal. This act also directs the California Air Resources Board to develop specific early actions to reduce greenhouse gases while also preparing a scoping plan to identify how best to reach the 2020 limit.

AB-390 Pedestrian Crossing Signals (2017)

AB-390 was signed by the governor in October 2017. Under the previous state law, it was illegal to step into a crosswalk if the countdown timer was counting down—even if the person crossing the street had enough time to make it to the other side before the traffic light changed. The new bill allows a pedestrian facing a flashing "DON'T WALK" or "WAIT" or approved "Upraised hand" symbol with a "countdown" signal to proceed so long as a pedestrian completes the crossing before the display of the steady "Don't Walk" or "Wait" or "upraised hand" symbol when the countdown ends.

AB-902 Traffic Violations and Diversion Programs (2015)

Existing law provides that a local authority may not allow a person who has committed a traffic violation under the Vehicle Code to participate in a driver awareness or education program as an alternative to the imposition of those penalties and procedures, unless the program is a diversion program for a minor who commits an infraction not involving a motor vehicle and for which no fee is charged.

This bill allows any person of any age who commits an infraction not involving a motor vehicle to participate in a diversion program that is sanctioned by local law enforcement. The bill eliminates the requirement that such a program charge no fee.

AB-1096 Electric Bicycles as Vehicles (2015)

This bill clarifies electric bicycle (e-bike) status in California as those with fully operable pedals and an electric motor of less than 750 watts. It establishes three classes of electric bicycles based on their motor speed and level of electric assist:

Class 1 e-bike, or low-speed pedal-assisted electric bicycle, is equipped with a motor that provides assistance only when the rider is pedaling and that stops providing assistance when the bicycle reaches 20 mph.

Class 2 e-bike, or low-speed throttle-assisted electric bicycle, is equipped with a motor that can exclusively propel the bicycle and that cannot provide assistance above 20 mph.

Class 3 e-bike, or speed pedal-assisted electric bicycle, is equipped with a motor that provides assistance only when the rider is pedaling and stops providing assistance when the bicycle reaches 28 mph.

E-bike operators do not need a driver's license, registration or license plate, but must abide by existing traffic laws. While Classes 1 and 2 are considered legal on streets and trails, Class 3 e-bikes are prohibited from paths, lanes, and trails unless specifically authorized by a local ordinance. Class 3 e-bikes operators must be 16 or older and wear a helmet.

AB-1193 Bikeways (2014)

This bills amends various code sections, all relating to bikeways in general, specifically by recognizing a fourth class of bicycle infrastructure, cycle tracks. However, the following may be even more significant to future bikeway development:

Existing law requires Caltrans, in cooperation with county and city governments, to establish minimum safety design criteria for the planning and construction of bikeways, and requires the

department to establish uniform specifications and symbols regarding bicycle travel and traffic related matters. Existing law also requires all city, county, regional, and other local agencies responsible for the development or operation of bikeways or roadways to utilize all of those minimum safety design criteria and uniform specifications and symbols.

This bill revised these provisions to require Caltrans to establish minimum safety design criteria for each type of bikeway and also authorized local agencies to utilize different minimum safety criteria if adopted by resolution at a public meeting.

AB-1218 California Environmental Quality Act Exemption: Bicycle Transportation Plans (2017)

According to the Civil Code, Section 15262, Feasibility and Planning Studies:

"A project involving only feasibility or planning studies for possible future actions which the agency, board, or commission has not approved, adopted, or funded does not require the preparation of an EIR or Negative Declaration, but does require consideration of environmental factors. This section does not apply to the adoption of a plan that will have a legally binding effect on later activities. Association of Environmental Professionals 2014 CEQA Guidelines 229."

AB-1218 extends CEQA exemptions for bicycle transportation plans for an urbanized area until January 1, 2021. These exemptions include restriping of streets and highways, bicycle parking and storage, signal timing to improve street and highway intersection operations, and related signage for bicycles, pedestrians, and vehicles under certain conditions. It exempts projects consisting of restriping of streets and highways for bicycle lanes in an urbanized area that are consistent with a bicycle transportation plan under certain conditions. Planning projects such as this Plan are generally exempt from CEQA analysis since they are planning and conceptual recommendations. As individual recommendations move forward toward further design and implementation, the City will then need to determine if there are impacts for which additional environmental review may be necessary.

AB-1358 Complete Streets (2008)

This bill requires the legislative body of a city or county, upon revision of the circulation element of their general plan, to identify how the jurisdiction will provide for the routine accommodation of all users of the roadway including drivers, pedestrians, cyclists, individuals with disabilities, seniors, and public transit users. The bill also directs the State Office of Planning Research (OPR) to amend guidelines for general plan circulation element development so that the building and operation of local transportation infrastructure safely and conveniently accommodates everyone, regardless of their travel mode.

AB-1371 Passing Distance/Three Feet for Safety (2013)

This bill, widely referred to as the "Three Foot Passing Law," requires drivers to provide at least three feet of clearance when passing cyclists. If traffic or roadway conditions prevent drivers from giving cyclists three feet of clearance, they must "slow to a speed that is reasonable and prudent" and wait until they reach a point where passing can occur without endangering the cyclist. Violations are punishable by a $35 base fine, but drivers who collide with cyclists and injure them in violation of the law are subject to a $220 fine.

AB-1581 Bicycle and Motorcycle Traffic Signal Actuation (2007)

This bill defines a traffic control device as a traffic-actuated signal that displays one or more of its indications in response to the presence of traffic detected by mechanical, visual, electrical, or other means. Upon the first placement or replacement of a traffic-actuated signal, the signal would have to be installed and maintained, to the extent feasible and in conformance with professional engineering practices, so as to detect lawful bicycle or motorcycle traffic on the roadway. Caltrans has adopted standards for implementing the legislation.

SB-1 Road Repair and Accountability (2017)

This bill was drafted to address California's significant funding shortfall in maintaining the state's multi-modal transportation network, which is considered the state's economic backbone and critical to quality of

life. It is specifically intended to direct increased revenue to the state's highest transportation needs, while fairly distributing the economic impact of increased funding across all user types.

SB-1 increases several taxes and fees to raise over $5 billion annually in new transportation revenues, prioritizing funding towards maintenance and rehabilitation and safety improvements on state highways, local streets, and roads, and bridges and to improve the state's trade corridors, transit, and active transportation infrastructure. Once fully implemented, approximately $1.5 billion per year in new revenue is earmarked for local streets and roads maintenance and rehabilitation and other eligible uses, including Complete Streets projects.

In addition to augmenting the Active Transportation Program by $100 million per year, SB 1 requires that Caltrans update the Highway Design Manual to incorporate "Complete Streets" design concepts.

SB-375 Redesigning Communities to Reduce Greenhouse Gases (2008)

This bill seeks to reduce vehicle miles traveled through land use and planning incentives. Key provisions require the larger regional transportation planning agencies to develop more sophisticated transportation planning models, and to use them for the purpose of creating "preferred growth scenarios" in their regional plans that reduce greenhouse gas emissions. The bill also provides incentives for local governments to incorporate these preferred growth scenarios into the transportation elements of their general land use plans.

SB-672 Traffic-Actuated Signals: Motorcycles and Bicycles (2017)

This bill extends indefinitely the requirement to install traffic-actuated signals to detect lawful bicycle or motorcycle traffic on the roadway. By indefinitely extending requirements regarding traffic-actuated signals applicable to local governments, this bill would impose a state-mandated local program. Existing law requires the state to reimburse local agencies and school districts for certain costs mandated by the state.

SB-743 CEQA Reform (2013)

For decades, vehicular congestion has been interpreted as an environmental impact. Projections of degraded Level of Service (LOS) have, at a minimum, driven up project costs and, at a maximum, precluded projects altogether, particularly on-street bicycle projects.

SB-743 removes the requirement of LOS as a measure of vehicle traffic congestion that must be used to analyze environmental impacts under the California Environmental Quality Act (CEQA). This is important because adequately accommodating bicyclists, particularly in built-out environments, often requires reallocation of right-of-way, and the potential for increased vehicular congestion. The reframing of LOS as a matter of driver inconvenience, rather than an environmental impact, forces planners to assess the impacts of transportation projects differently and may help to support active transportation projects that improve mobility for all



roadway users. For example, as of November 2017, California state agencies stopped using LOS to measure environmental impacts in lieu of Vehicle Miles Traveled (VMT).

SB-760 Transportation Funding: Active Transportation: Complete Streets (2017)

This bill established a Division of Active Transportation within Caltrans to give attention to active transportation program matters to guide progress toward meeting the department's active transportation program goals and objectives. This bill requires the California Transportation Commission (CTC) to give high priority to increasing safety for pedestrians and bicyclists and to the implementation of bicycle and pedestrian infrastructure. The bill also directs the department to update the Highway Design Manual to incorporate "Complete Streets" design concepts, including guidance for selection of bicycle infrastructure.

Caltrans' Deputy Directive 64-R1

Deputy Directive 64-R1 is a policy statement affecting Caltrans mobility planning and projects requiring the agency to: "…provide for the needs of travelers of all ages and abilities in all planning, programming, design, construction, operations, and maintenance activities, and products on the State highway system. The Department (Caltrans) views all transportation improvements as opportunities to improve safety, access, and mobility for all travelers in California and recognizes bicycle, pedestrian, and transit modes as integral elements of the transportation system." The directive goes on to describe the environmental, health, and economic benefits of more Complete Streets.

Federal Legislation

S-2004/HR-2468 Safe Streets Act (2014)

HR2468 encourages safer streets through policy adoption at the state and regional levels, mirroring an approach already being used in many local jurisdictions, regional agencies, and states governments. The bill calls upon all states and metropolitan planning organizations (MPOs) to adopt Safe Streets policies for federally funded construction and roadway improvement projects within two years. Federal legislation will ensure consistency and flexibility in road-building processes and standards at all levels of governance.

Complete Streets and Routine Accommodation

A Complete Street is one designed and operated to provide safe access for all users, including pedestrians, bicyclists, vehicle drivers, and transit riders of all ages and abilities. Complete Streets make it easy to cross the street, to walk to shops, and to bicycle to work. They allow buses to operate efficiently and make it safer for people to walk to and from transit locations.

A hurdle many cities face is that their various plans are not well integrated. Despite many cities' attempts to support a "Complete Streets approach," entrenched and often contradictory policies can make implementation difficult. For instance, an active transportation plan, an ADA transition plan, and a specific plan may address the same area, but ignore each other's recommendations. One plan may identify a certain project, but it may not be implementable due to prevailing policies and practices that prioritize vehicular flow and parking over other modes.

Implementing Complete Streets policy often addresses increased flexibility to allow for the creation of a more balanced transportation system. In the case of an active transportation plan, the network identified could become the bicycle and pedestrian layers. Identification in such a plan, reiteration within a Complete Streets policy framework, and exemption from traditional traffic analyses can make implementation more likely and much more affordable.

Legislative support for Complete Streets can be found at the State level (AB-1358) and is being developed at the national level (HR-2468). As noted in the previous section on applicable legislation, AB-1358 requires cities and counties to incorporate Complete Streets in their general plan updates and directs the State Office of Planning Research (OPR) to include Complete Streets principles in its update of guidelines for general plan circulation elements.

02

Existing Conditions & Analyses



Existing Conditions

Understanding the existing roadway conditions, demographics, land uses, and other context-sensitive information in Placentia is important for planning for its future. This chapter summarizes various datasets to provide meaningful discussions on how each of the topics support or impede bicycle and pedestrian facility development within the City.

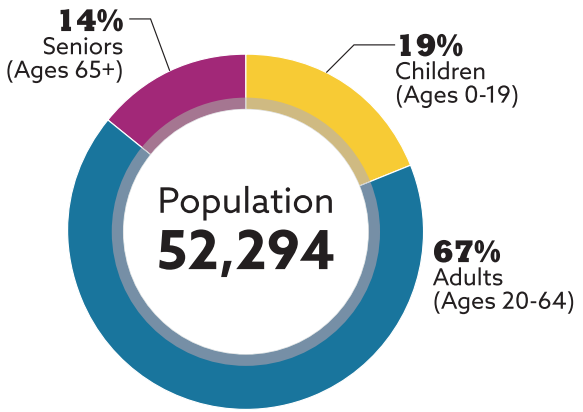
This chapter also summarizes various analysis models used to understand the City's park distribution and roadway network. Each dataset provides valuable information that contributes to the holistic understanding of the City's current park and open space network and how to improve it.

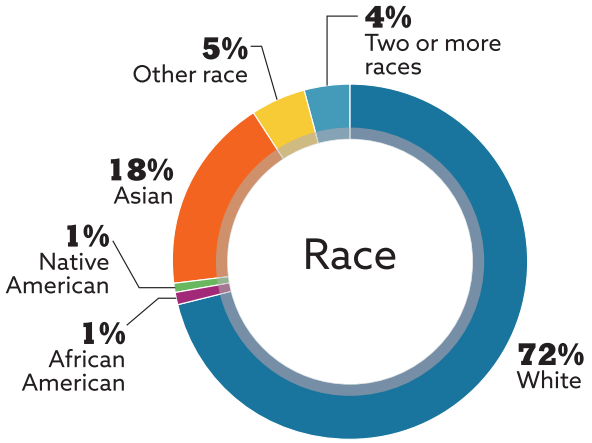
Demographics

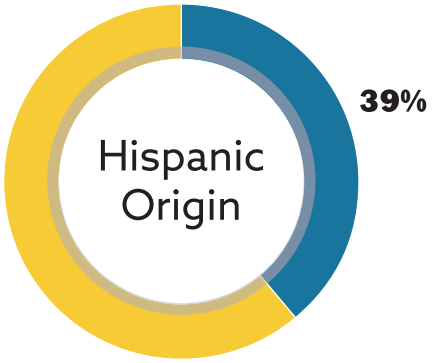
According to the U.S. Census 2017 American Community Survey (ACS), there are 52,294 residents living within Placentia's 6.63 square miles. This results in a population density of 7,887 residents per square mile among the 16,408 households. Age distribution varies among the population, with 26.1 percent under the age of 19, 48.1 percent between the ages of 20 and 59, and 25.8 percent over the age of 60.

Placentia is also home to a racial and ethnic diverse population. 72.1 percent identify as white, 1.3 percent as black or African American, 0.7 percent American Indian and Alaska Native, 17.6 percent as Asian, 0.2 percent as native Hawaiian or Pacific Islander, 3.5 percent as two or more races, and 4.6 percent as some other race. Of the total population, 38.8 percent identify as Hispanic or Latino.

The median household income is $88,501. Of the households surveyed in 2017, most households have access to one or more vehicles, with just over 3 percent reporting lacking access to a vehicle.







Source: 2017 American Community Survey 5-year Estimate

Mode Share

According to the U.S. Census 2017 American Community Survey, there are an estimated 26,237 workers in Placentia. Mode splits for workers' commute trips are:

- Car: 91 percent
- Public Transit: 2 percent
- Walk: 1 percent
- Bicycle: 1 percent
- Work from Home: 4 percent
- Other Means: 1 percent

Over 91 percent of workers in Placentia drive to work. This suggests that investments in transit and other mobility choices should be done to reduce employee commuter trips and reduce traffic congestion in Placentia.

Walking Mode Share

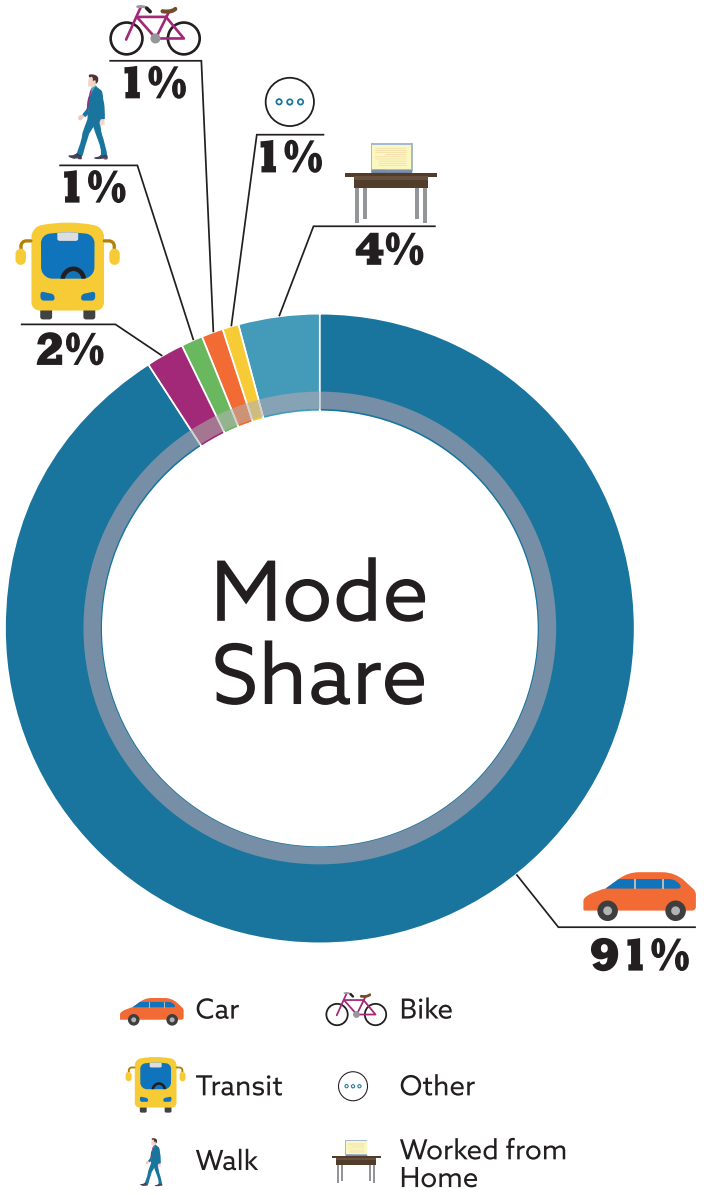
The walking mode share measures the percentage of workers aged 16 years and over who commute to work by foot. Mode share reflects how well infrastructure and land use patterns support travel to work by foot. In the City, walking mode share patterns are connected to the relative proximity of housing to employment centers.

Bicycling Mode Share

Similar to the walking mode share, bicycling mode share measures the percentage of resident workers aged 16 years and over who commute to work by bicycle. In the City, moderate bicycling mode share levels are evenly distributed, with peaks observed near high residential concentrations and retail commercial centers.

Public Transit Mode Share

Transit mode share measures the percentage of workers aged 16 years and over who commute to work by transit. This mode share reflects how well first mile-last mile infrastructure, transit routes, and land-use patterns support travel to work by transit.



Source: 2017 American Community Survey 5-year Estimate

Land Use

Placentia is home to a diverse set of land uses. The City contains large tracts of residential land uses supported by education, open space, commercial, and mixed use land uses north of Crowther Avenue. Industrial land uses are primarily found south of Crowther Avenue, supported by small sections of residential land uses.

Commercial land uses are primarily found along arterial and collector streets such as Chapman Avenue, Kraemer Boulevard, and Yorba Linda Boulevard.



People who live in walkable neighborhods are

2 times

as likely to get enough physical activity as those who dont

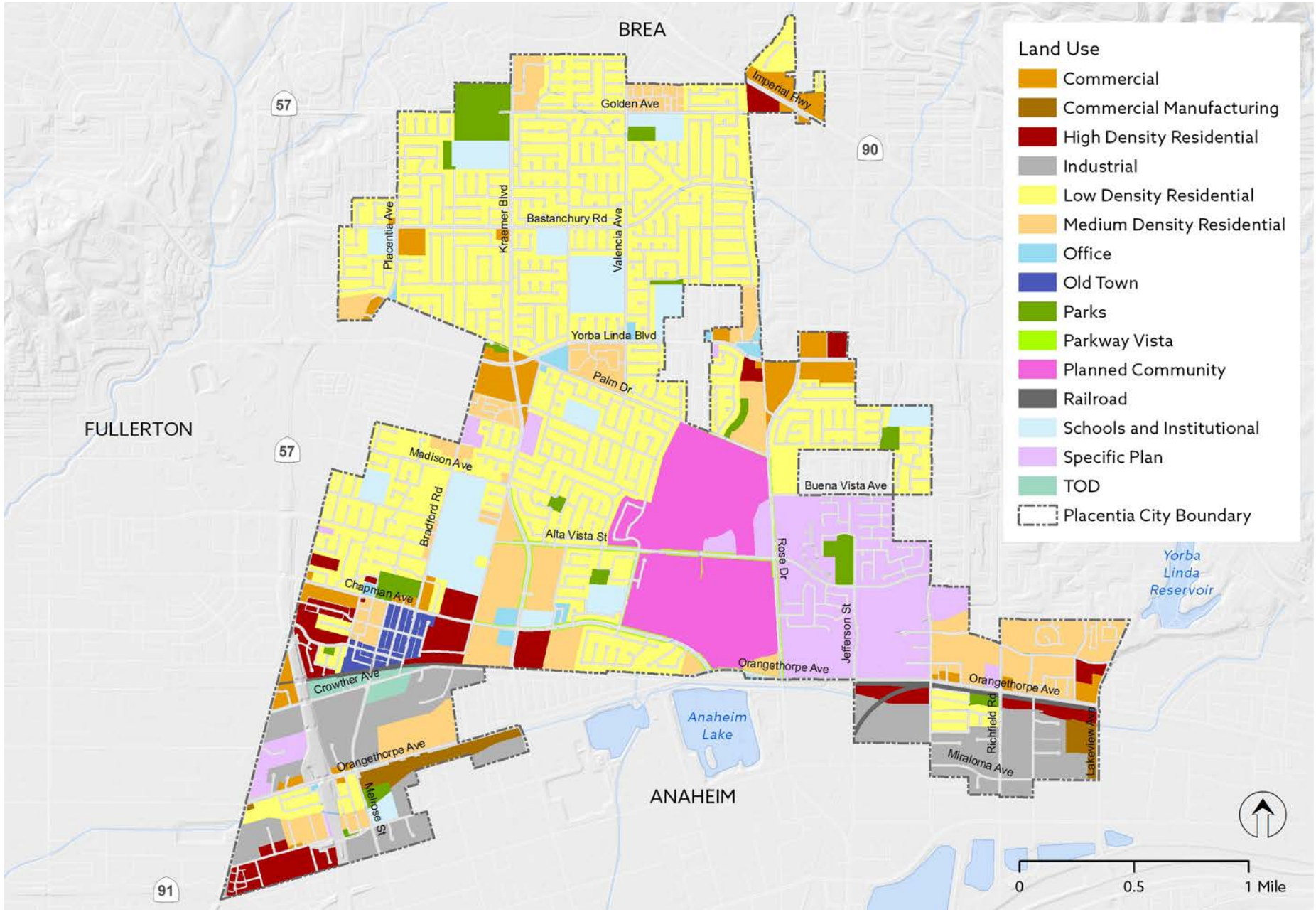
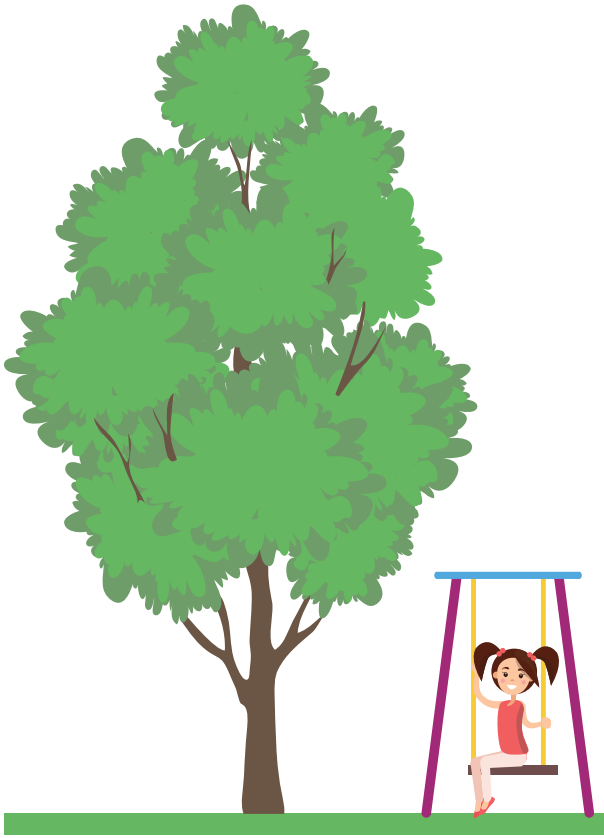


Figure 2-1: Land Use

Parks and Open Space

Placentia defines open space and recreational facilities as parks, schools, community and privately-owned recreational facilities, bikeways, trails, golf courses, and open space easements. Efforts were focused on parks, joint-use agreements with schools, bikeways, trails, and open space easements for this Plan. Figure 2-2 depicts all of the parks that were evaluated and discussed during field work and community engagement.



1. Bradford Park
2. Placentia Champions Sport Complex
3. Goldenrod Park
4. Jaycee Parkette
5. Koch Park
6. Kraemer Park
7. La Placita Parkette
8. McFadden Park
9. Parque de los Ninos
10. Parque de los Vaqueros
11. Parque del Arroyo Verde
12. Richard R. Samp Park
13. Santa Fe Park
14. Tri-City Park
15. Tuffree Park
16. Wagner Park

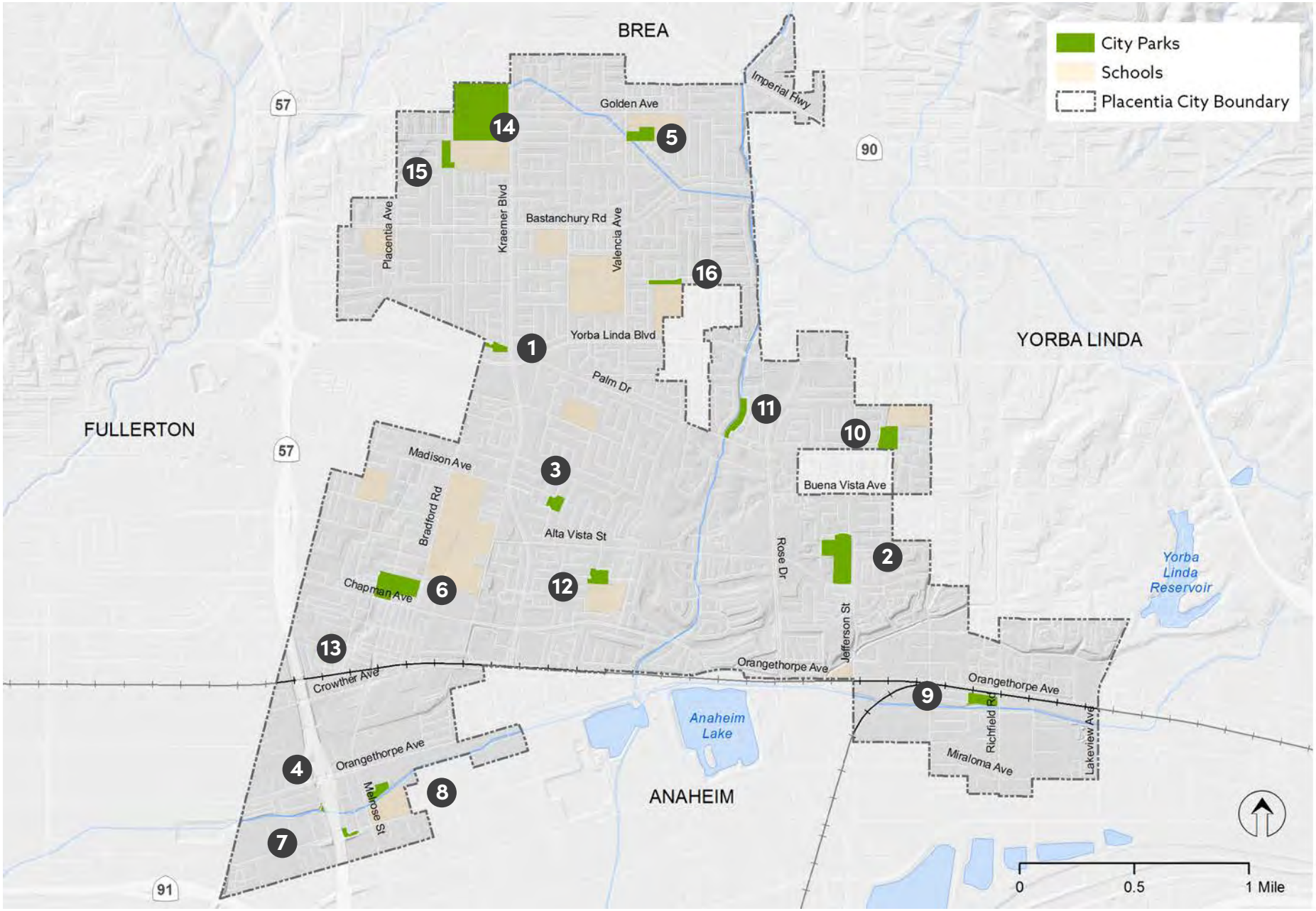


Figure 2-2: Parks and Open Space

Park and Recreation Inventory

The following table depicts the features and amenities present at each of the parks in Placentia.

Park Sites	Acreage	Barbecues	Baseball/Softball	Basketball	Drinking Fountains	Field Lights	Flag Poles	Walking Paths	Overnight Camping	Tot Lots	Lake with Fishing	Handball Courts	Mobile Storage	Multi-Purpose Facilities
Bradford Park	1.7				1		1	1						
Placentia Champions Sports Complex	13	2	3	2	12	22	1	1		1			3	1
Goldenrod Park	2.5	3		0.5	1					1				
Jaycee Parkette	0.4				1					1				
Koch Park	4.3	4	2		2		1	1		1			4	1
Kraemer Park	11	4	1	2			1	1		1				3
La Placita Parkette	0.9									1				
McFadden Park	3.9	2		1.5	2			1		1		2		1
Parque de los Ninos	3.7	1	1	1	1		1	1		1		2		1
Parque de los Vaqueros	5.4	3						1		1				

Open Grass Areas	Park Lighting	Picnic Structure	Picnic Tables	Playground Areas	Restrooms	Soccer Fields	Tennis Courts	Benches	Reservations	Swimming Pool	Snack Shack	Trash Cans	Trash Dumpsters	Outdoor Exercise Equipment
6		1						N				7		
4	45	1	9	1	2	2		15	Y		1	51	2	
1	1		7	1				7	N			7		
				1				1	N					
1	12	3	17	1	1			15	Y		1	13	3	
1	15	2	10	1	1			2	Y			19	3	X
1								1	N					
1	18	1		1	1				Y	1		4	1	X
1	18		5	1	2			2	N	1		2		X
1	14	1	9	1	1			10	Y			8	2	

Park Sites	Acreage	Barbecues	Baseball/Softball	Basketball	Drinking Fountains	Field Lights	Flag Poles	Walking Paths	Overnight Camping	Tot Lots	Lake with Fishing	Handball Courts	Mobile Storage	Multi-Purpose Facilities
Parque del Arroyo Verde	4.4	2			2			1		1				
Richard R. Samp Park	3.4	4			1			1		1				
Santa Fe Park	1.1									1				
Tri-City Park	40	10			4			1		1	1			
Tuffree Park	3.4	2	2		2	14	1	1		1		2	2	1
Wagner Park	1.8									1				

Open Grass Areas	Park Lighting	Picnic Structure	Picnic Tables	Playground Areas	Restrooms	Soccer Fields	Tennis Courts	Benches	Reservations	Swimming Pool	Snack Shack	Trash Cans	Trash Dumpsters	Outdoor Exercise Equipment
1	9		9	1	1			4	Y			4		
1	1	1	7	1				2	N			4		
1	4		1	1				1	N			2		X
1	7	3	48	1	2			45	Y			88	2	
1	4	1	6	1	1		2	2	Y		1	9	2	
			3	2				4	N			5		

Tree Canopy

Figure 2-3 depicts Placentia's tree canopy using the City's current GIS tree data. This map identifies the current distribution of tree canopy benefits, and areas that are deficient. . The consistency of a tree canopy varies between neighborhoods and is largely based on the presence or absence of parkways or planted setbacks from the back of the sidewalk to property lines. Land use types also play a major role in the availability of a tree canopy. Industrial areas such as those found in the southwest section of the City between Crowther Avenue and Orangethorpe Avenue lack trees. This is contrasted by the neighborhood in northwest Placentia between Bastanchury Road, Kraemer Boulevard, Yorba Linda Boulevard, and Placentia Avenue which has an evenly distributed tree canopy.

This information provides a visual guide to help prioritize neighborhoods and corridors that lack a consistent tree canopy.

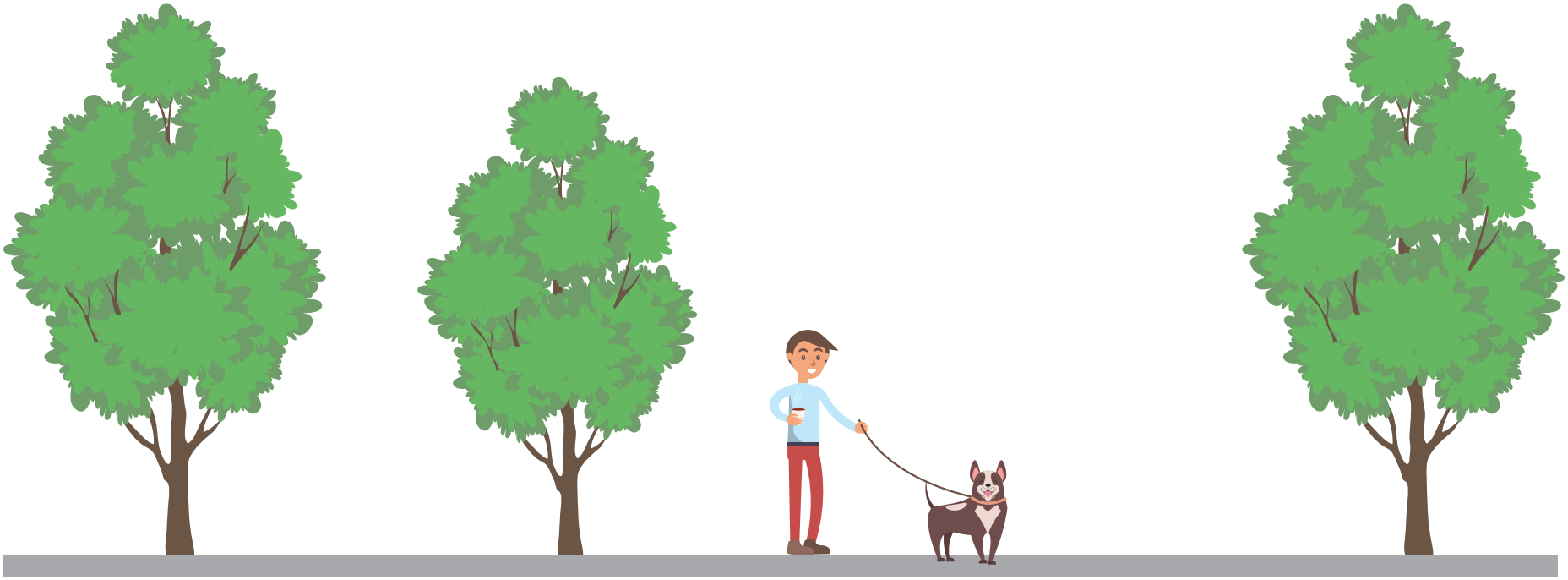
Urban trees in the U.S. remove

711,000 tons

of air pollution annually, providing

$3.8 billion

in savings and improving public health



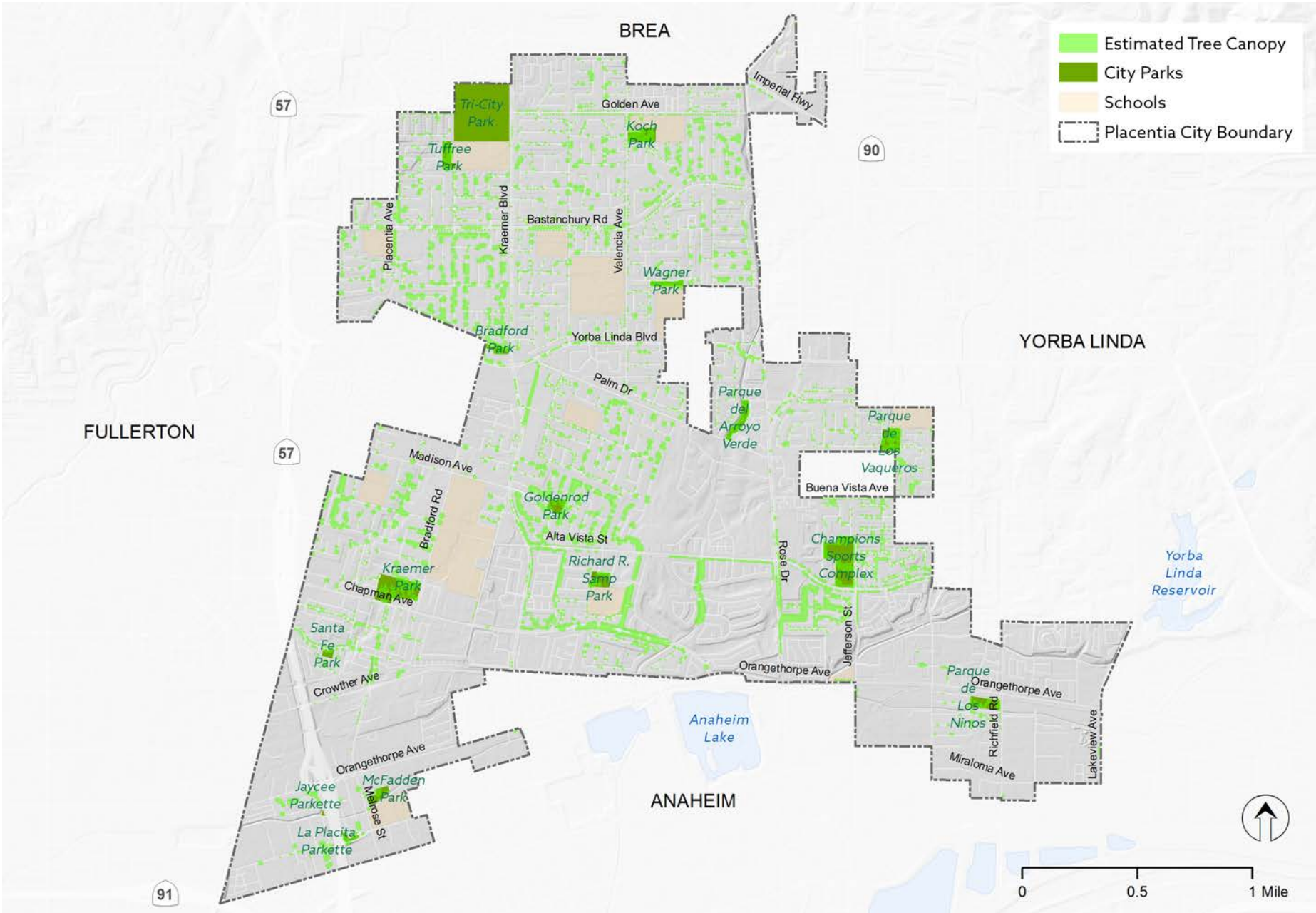


Figure 2-3: Tree Canopy

Public Easement, Utility Corridor Opportunities, and Vacant Parcels

Within the City's boundaries, there are limited public easement and utility corridor opportunities. There are a few flood control channels in the southern region of the City that may provide active transportation opportunities to parks and open space. Other opportunities include vacant parcels in the southern and southwestern regions of the city. Below is an example of a flood control channel the City is conducting research on to determine the feasibility of constructing a multi-use path. This potential multi-use path would provide access to McFadden Park, Valadez Middle School Academy, and Melrose Elementary School.

The City maintains a bikeway and trails agreement with County of Orange to use flood control properties as off-street pedestrian and bike trails. The City has partnered with the County on the development of 'Segment D' of OC Loop Project, which will be hosted in Placentia. In addition, the City recently received a Bicycle Corridor Improvement Program (BCIP) Grant application for planning and environment review for a bike trail along Atwood Channel.



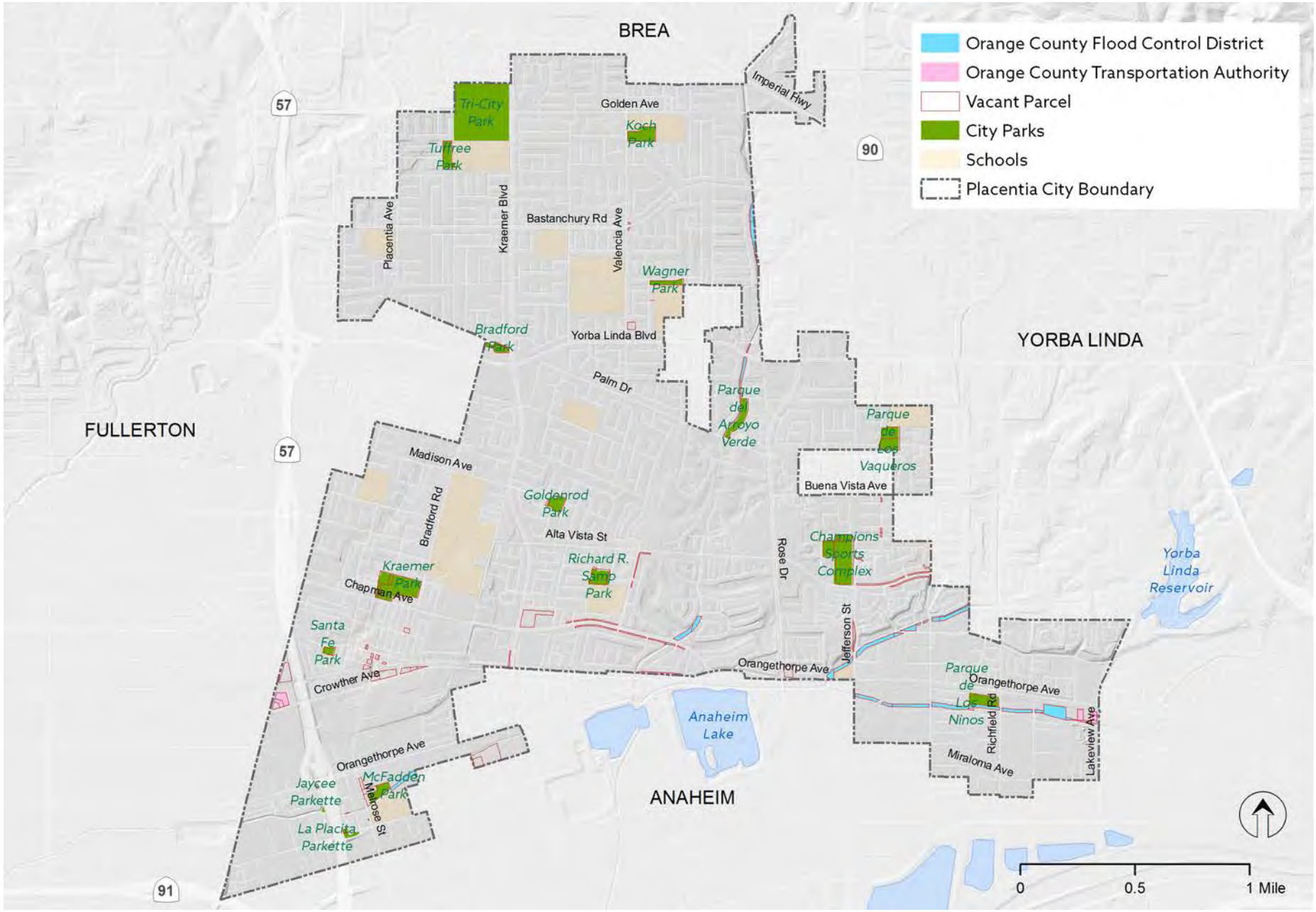


Figure 2-4: Public Easements and Utility Corridor Opportunities

Street Classification: Orange County Master Plan of Arterial Highways

Placentia uses the Orange County Master Plan of Arterial Highways (MPAH) designation for its streets. The MPAH establishes a county-wide surface roadway network intended to provide a guideline for the development of an inter-community arterial highway system to effectively serve existing and future land uses in the County. According to the Mobility Element, most of the major, primary, and secondary arterial streets within the City are built out to their designated width including curb, gutter, and sidewalk.



Arterial street, Yorba Linda Boulevard



Collector street, Palm Drive



Local street, Monterey Circle

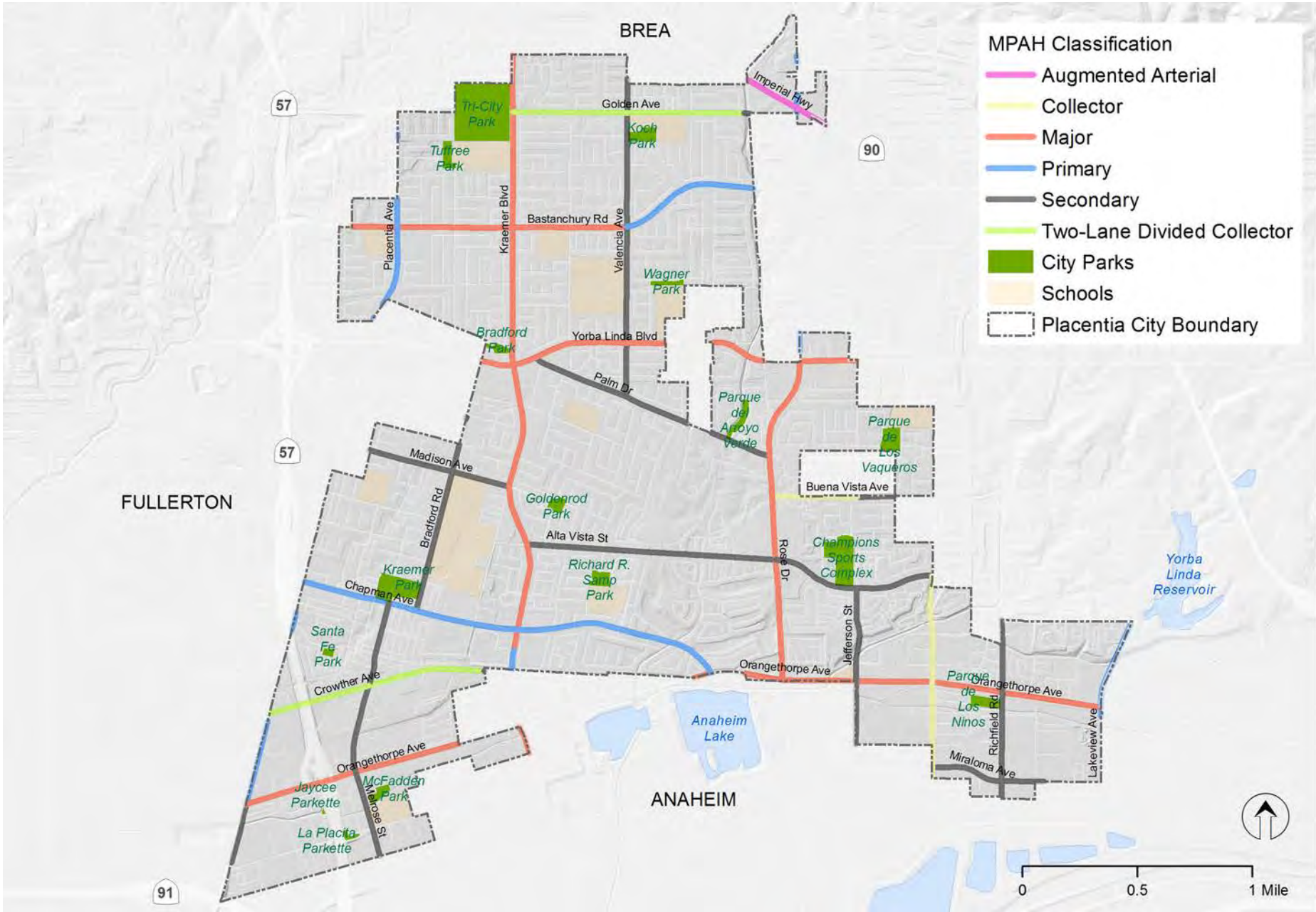
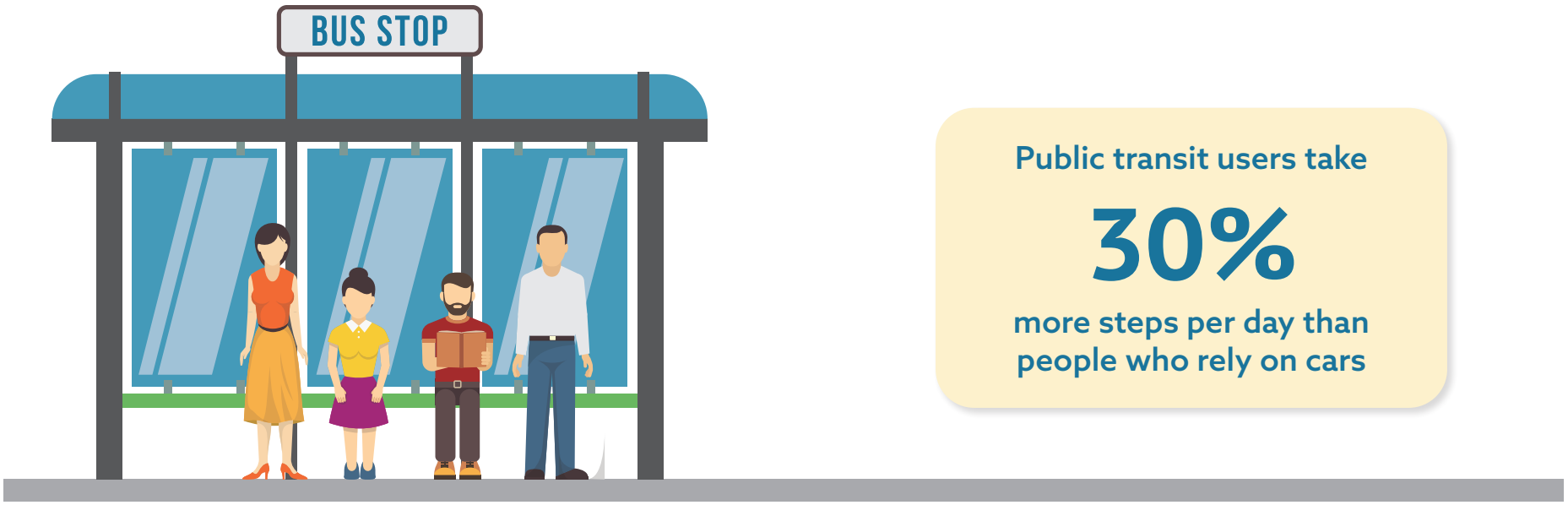


Figure 2-5: Street Classifications

Transit Routes

Orange County Transportation Authority (OCTA) provides transit service to the City. OCTA has a small network of OC BUS routes that are found along the some of the City's arterial and collector streets. Routes 20,24,26,30,71,129,153, and 213 service the City.

A major ongoing effort between the City, OCTA, California State University Fullerton, and Metrolink is currently underway for the planning and construction of the future Placentia Metrolink Station located in Old Town Placentia. This new Metrolink station will service both the City and the region, and provide improved access to the other local and regional destinations.



Public transit users take

30%

more steps per day than people who rely on cars

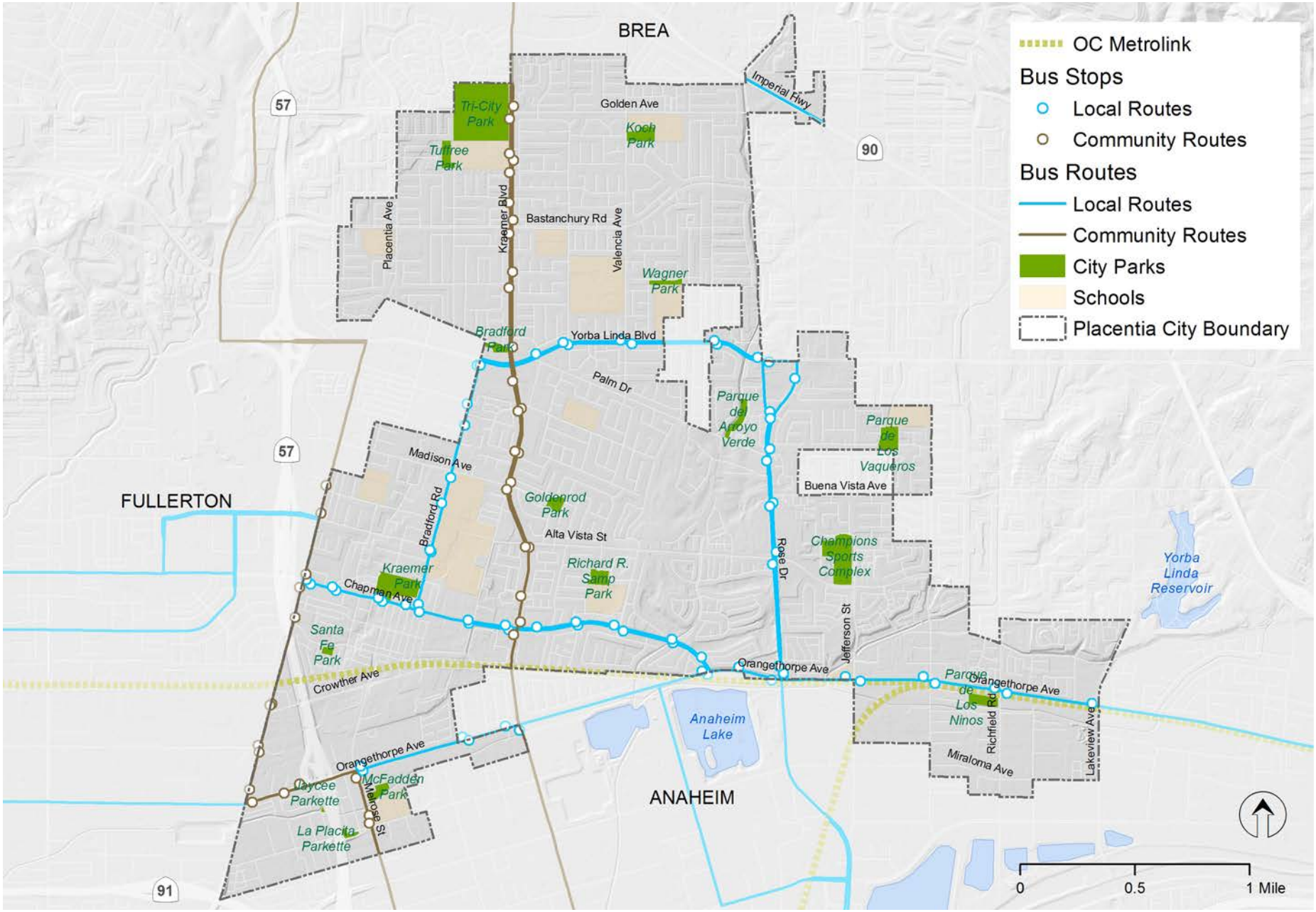


Figure 2-6: Transit Routes

Existing and Previously Proposed Bike Facilities

Placentia's existing bike facility network includes bike routes, bike lanes, and multi-use paths. These facilities are located along major corridors and residential streets such as Kraemer Boulevard, Alta Vista, Jefferson Street, and Palm Drive. Figure 2-7 depicts previously planned bikeways that will aid in providing citywide connections to destinations such as schools, commercial centers, and parks. The Plan will use this information to determine where gaps can be addressed to ensure safe biking facilities are planned to and from parks throughout Placentia.

The OC Loop

The OC Loop is a 66-mile vision for biking and walking that improves quality of life, supports freedom from car-dependency, and promotes healthy living for residents of Orange County. When complete, it will provide users with options to bike, walk, and connect to beaches and other Orange County destinations. Current improvements include Segment D which involve the addition new access points at the proposed Golden Avenue Bridge.

Go Placentia Loop

The Go Placentia Loop is planned to provide bikeway improvements for southwest Placentia, primarily through their Old Town neighborhood. These improvements consist of a network of bike lanes and bike routes that will provide improved connections to destinations such as Kraemer Park, Kraemer Middle School, Valencia High School, and the new Metrolink Station.



People who live near trails are

50%

more likely to meet physical activity guidelines

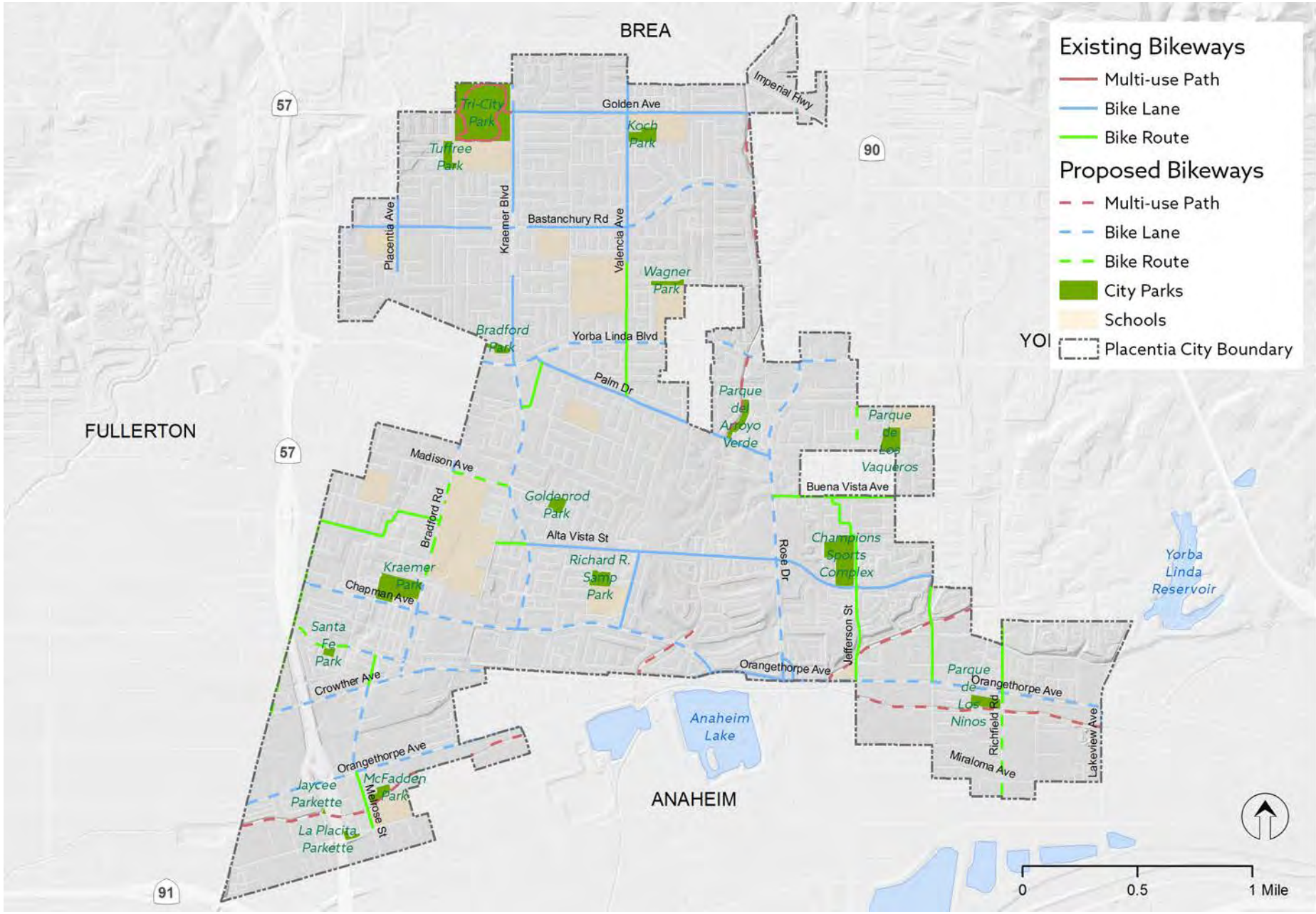


Figure 2-7: Existing and Previously Proposed Bike Facilities

Analysis

Analysis of existing and future conditions, as well as latent demand, is an essential step in any parks or transportation planning process. For this Plan, analysis included spatial (GIS) analysis, fieldwork, and community and stakeholder input. This multi-pronged approach allowed for maximal data capture and cross-referencing of findings.

This section is primarily concerned with explanations and discussions of the various spatial analyses employed in this project. Brief discussions of the role of fieldwork and community/stakeholder input are provided below, while the remainder is devoted to spatial analysis.

The project team conducted fieldwork, using measuring tools and georeferenced photos, on several occasions. Fieldwork was conducted prior to the project kick-off (to better understand existing conditions) and during project development (to verify data obtained from GIS and community/stakeholder input).

Community and stakeholder input played a very important role in developing facility and program recommendations. A summary of community and stakeholder input obtained and its impact on project recommendations is included in Chapter 3, "Community Engagement."

Spatial analysis included simple, data-driven analyses and more complex analyses, requiring evaluations of layered information and multiple inputs. Data-driven topics include park level of service analysis, healthy and equity index analysis, collision analysis, and a propensity model analysis.

Park Level of Service Analysis

A Level of Service Analysis (LOS) was performed on all parks and open spaces located within the City. LOS examines the walktime and biketime to these facilities by using a Geographical Information System (GIS) based parkshed analysis. The LOS analysis took into account the percentage of population being serviced by neighborhood, community, and regional parks. Instead of using radius circles from parks that only consider a direct distance instead of walking, driving, or biking distances, this study utilizes actual network routes that lead to park and recreation facilities. This method is more accurate and is more appropriate to use, and it puts attention on the need to improve the local network in order to improve access to these park facilities. This type of analysis is important, since a general goal for access should be that neighborhood park users live within walking or biking distance of neighborhood parks.

For each park, a GIS analysis was completed that generated polygons representing a 10-minute walkshed and a 5-minute bikeshed, including total travel time with approximate delay due to traffic signals and finding parking. Resulting walkshed and bikeshed polygons were superimposed on the city base map to see which regions were well covered by park access and to estimate the number of residents served by park type. Results from this analysis are displayed in Figure 2-8 through 2-10.

Figure 2-8 depicts the park level of service utilizing only the existing parks and open space in the City. The map informs the City that there are gaps in the 10-minute walking times to parks, but that most of the City is served well with a 5-minute bike time to a park.

Figure 2-9 depicts park level of service with the addition of schools through the City's joint-use agreements. This map informs the City that with the schools, most neighborhoods have access to a park or open space with recreation amenities. Gaps include areas in the southwest and southcentral regions of the City.

Figure 2-10 depicts park level of service utilizing existing parks, joint-use agreements, and proposed improvements (discussed in Chapter 4) throughout the City. This analysis informs the City that almost all residents of Placentia would have 10-minute walking or 5-minute biking access to parks and open space if the proposed projects were implemented and if the City maintained their joint-use agreements with the schools.

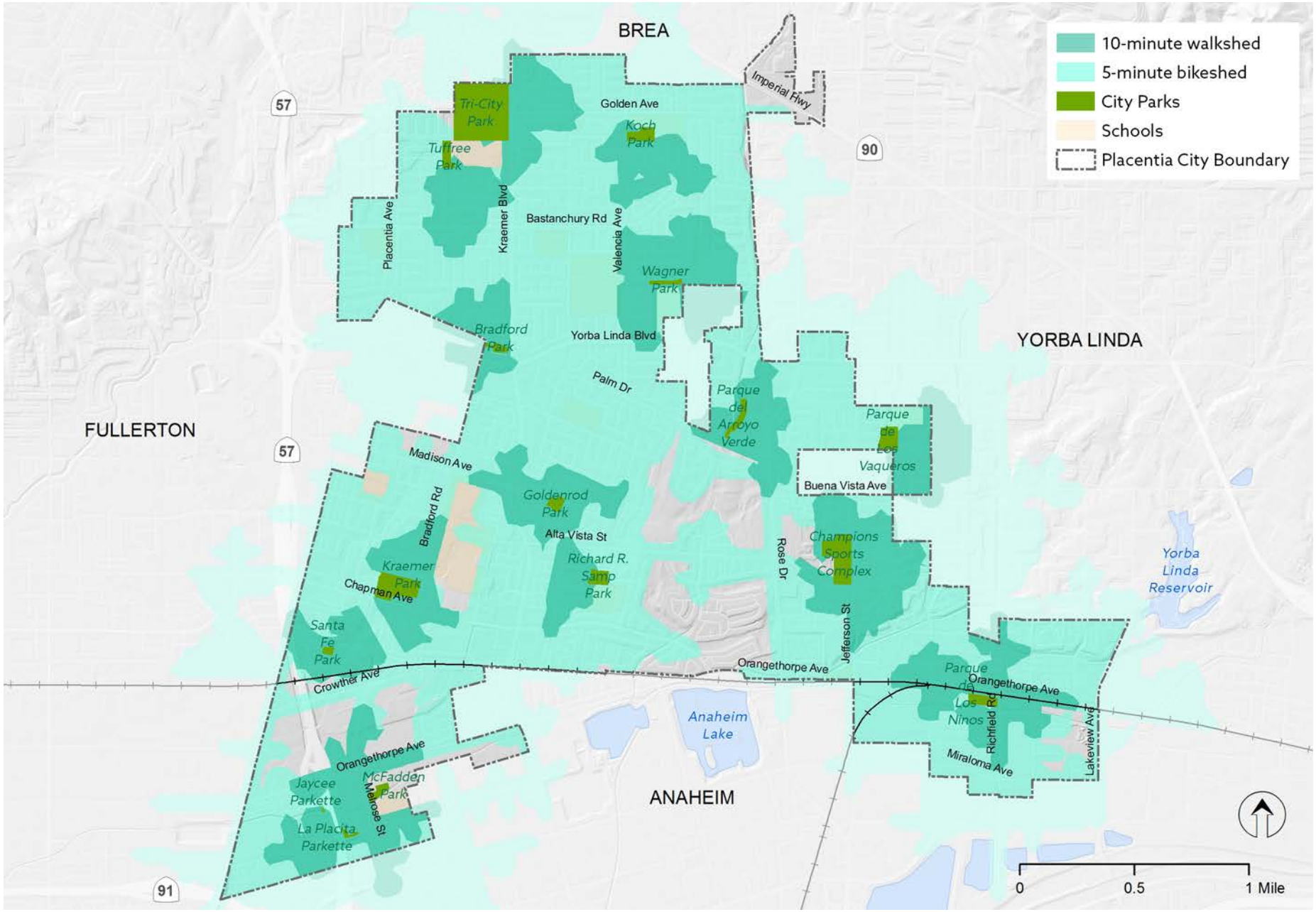


Figure 2-8: Existing Parks Level of Service

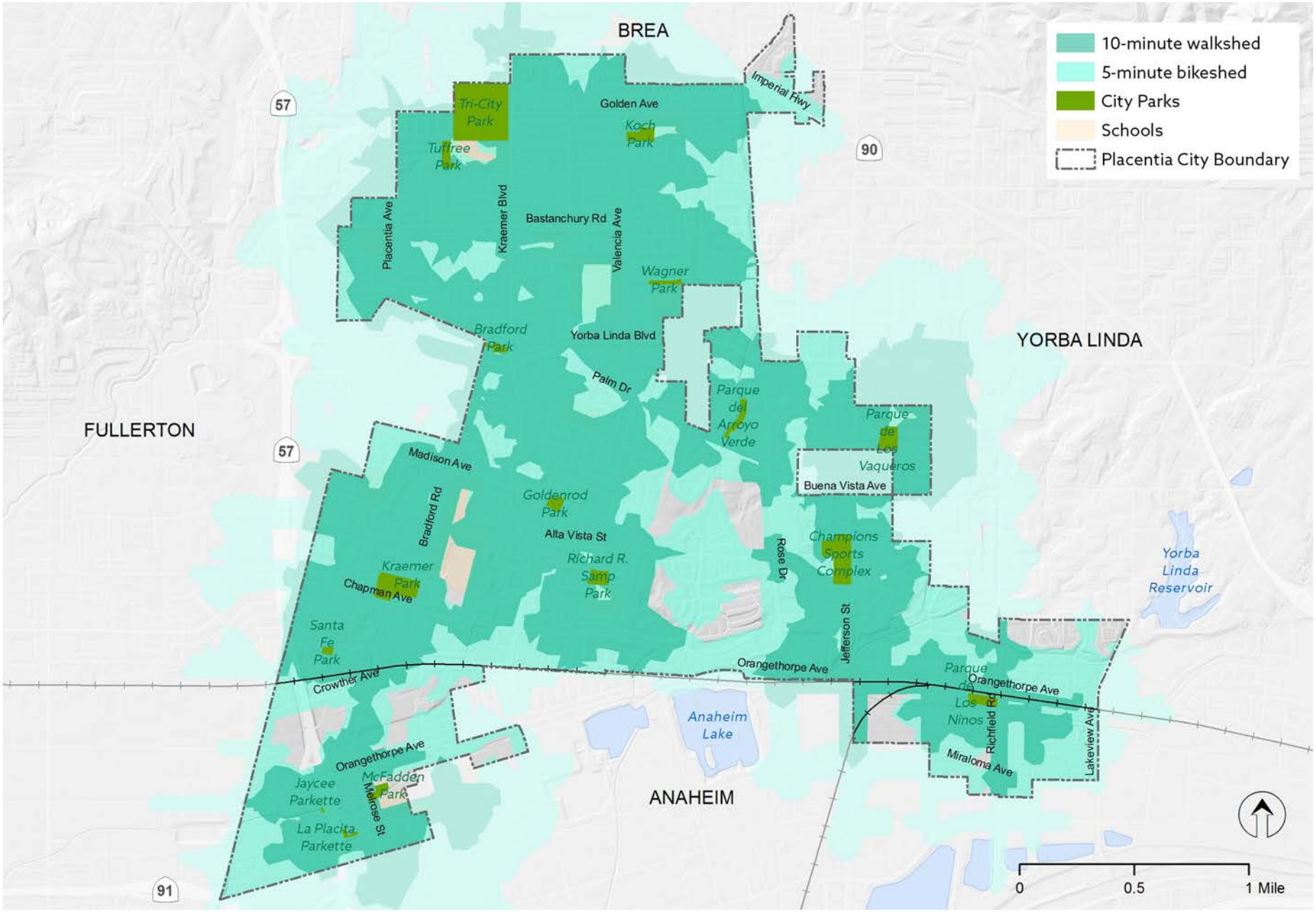


Figure 2-9: School Joint-Use Agreements Parks Level of Service

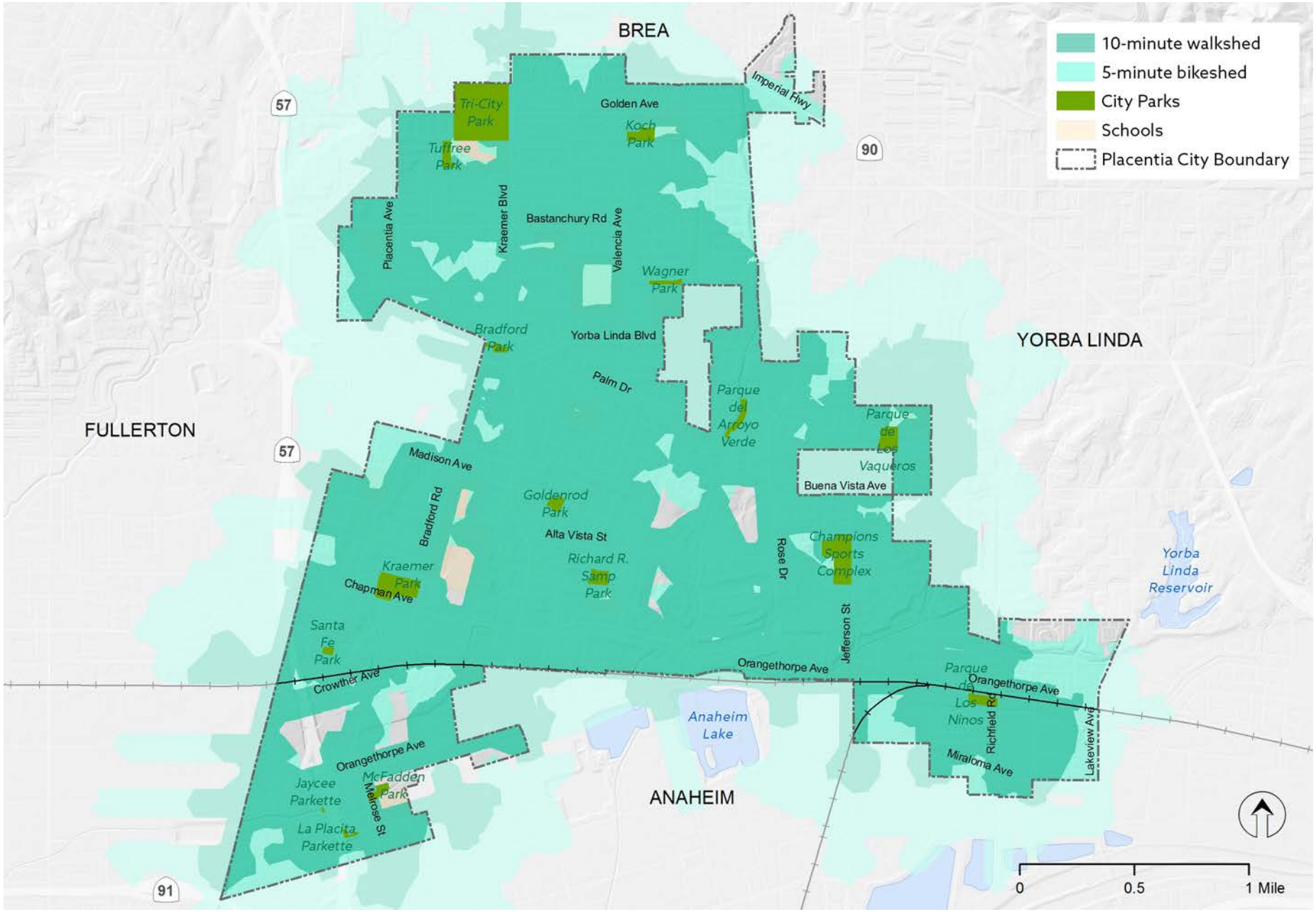


Figure 2-10: Expanded Parks Level of Service

Bicycle and Pedestrian Collisions

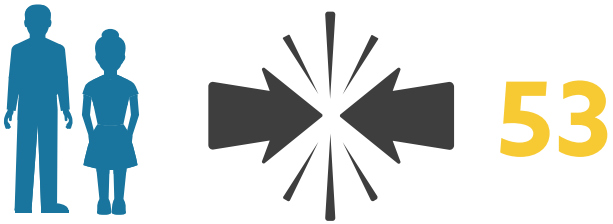
Bicycle and pedestrian collision data were obtained from the Statewide Integrated Traffic Records System (SWITRS) collision data set managed by the California Highway Patrol (CHP). This dataset captures all reported bicycle-vehicle, pedestrian-vehicle, and bicycle-pedestrian collisions that resulted in injury or property damage in Placentia in the five-year period of 2014 through 2018. Collisions on off-street paths or highways are not reported in the data. It is important to note that collisions involving bicyclists are known to be under-reported, and therefore bicycle collisions are likely under-represented in this analysis.

During this five-year period there were a total of 48 bicycle-related collisions and 53 pedestrian-related collisions; 7 of which resulted in fatalities. Most collisions (27) were caused by vehicles not driven on the right side of the roadway. The remainder of collisions were caused by a variety of driver, bicyclist, and pedestrian violations.

The corridors and intersections with the highest density of collisions include:

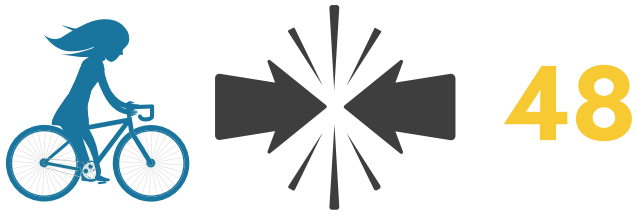
- Chapman Avenue between Kraemer Boulevard
- Alta Vista Street between Angelina Drive and Hollyhock Lane
- Kraemer Boulevard at Bastanchury Road, Yorba Lina Boulevard, and Madison Avenue
- Rose Drive between Buena Vista Avenue and Alta Vista Street

Pedestrian Collisions, 2014-2018



53

Bicyclist Collisions, 2014-2018



48

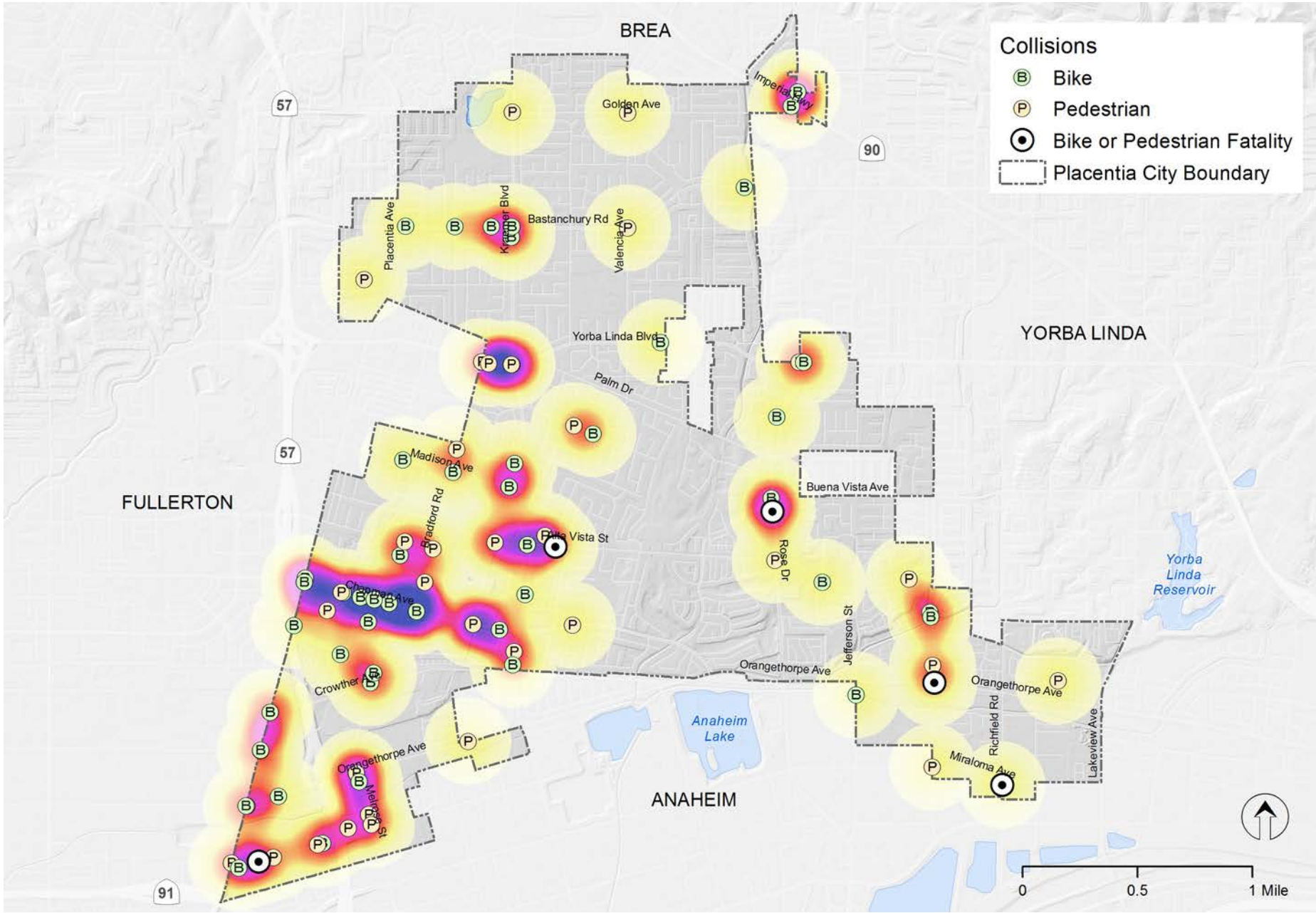


Figure 2-11: Bicyclist and Pedestrian Collision Analysis

Health and Equity Index

Socio-economic and demographic data was analyzed to identify disadvantaged communities by census tract. The data for this analysis is derived from California's Environmental Health Hazard Assessment (CEHHA) CalEnviroscreen 3.0 mapping tool. CalEnviroscreen 3.0 is a mapping tool that can be used to help identify California communities that are disproportionately burdened by pollution and where people are most vulnerable to its effects. It uses environmental, health, and socioeconomic information to produce scores for every census tract in the state. The online tool allows users to download GIS-based data to study how well the community they're studying stands. The tool depicts the area's scores: a high score means a higher pollution and environmental burden compared to areas with lower scores.

The tool helps the TMP identify opportunities for low-income residents, children, seniors and the disabled, to access non-motorized transportation options. This analysis can also be used to verify that recommended facilities are addressing the transportation needs of disadvantaged residents by ensuring that their neighborhoods are being adequately served by non-motorized facilities to access important destinations like schools, parks, employment, food, and medical services.

Figure 2-12 depicts the CalEnviroscreen Index for the City. The map depicts that the southwest region of the City has a higher score as compared to central and northern Placentia. The higher pollution and environmental burden of this area can help this plan and the City prioritize projects that may help address the issues and conditions that contributed to their high score.

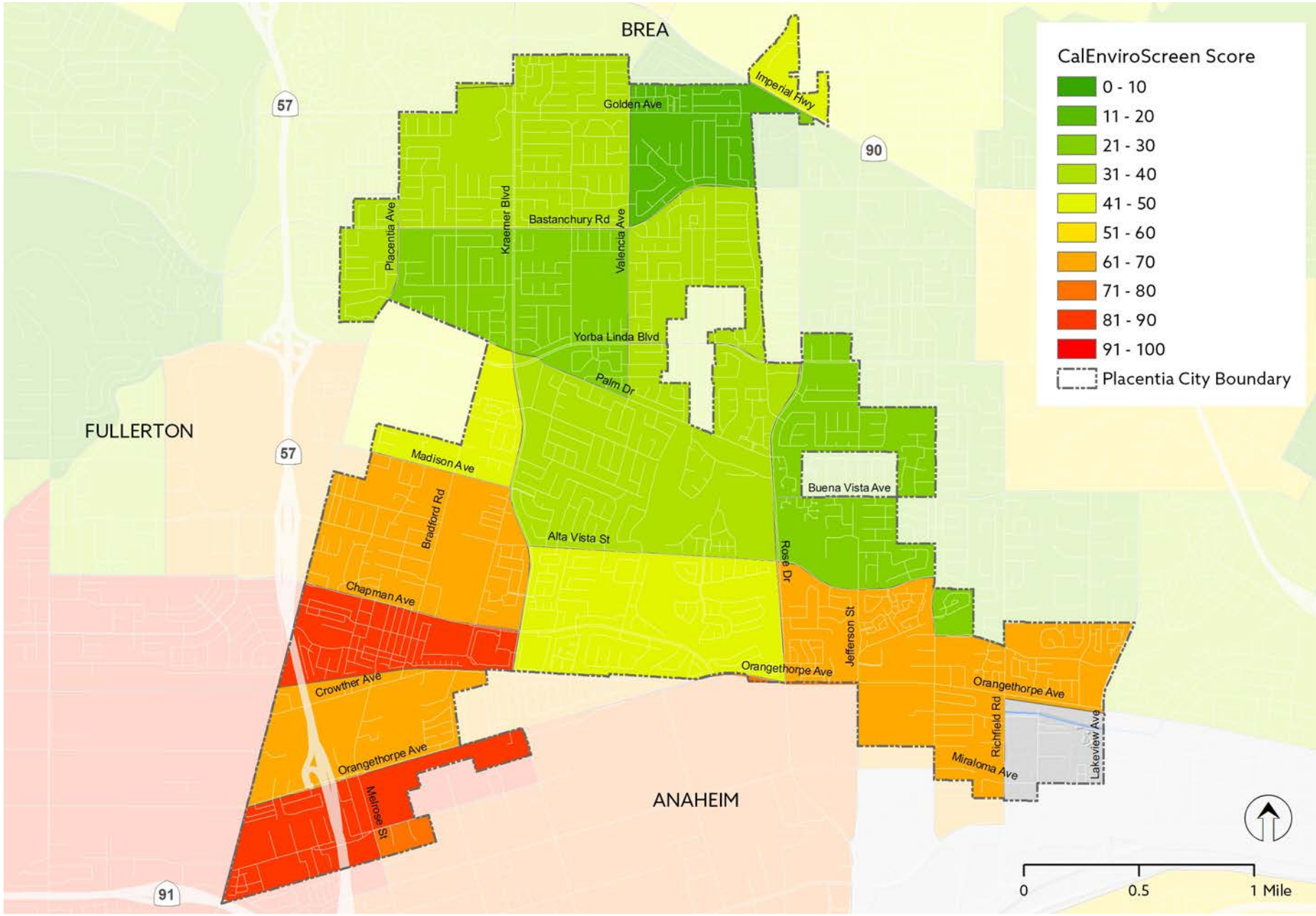


Figure 2-12: Health and Equity Index

Parks Connection Model

A parks connection model was developed to help understand the relationship between availability of park spaces as well as the physical connections to and from those parks. The park connections model has two components: a score based on the number of overlapping park walksheds (walkshed component), and a score based on populations likely to use parks or the need for active transportation to parks (population component). The model was generated using 10-minute park walksheds and Census data.

The walkshed component was calculated by identifying the overlapping areas among all park walksheds. Areas that that were able to access more than one park within a 10-minute walk were ranked higher in the model than those that could only access one park. Citywide, the maximum number of parks accessible within a 10-minute walk was 3. Therefore, 3 is the highest score in the walkshed component.

The population component used 2017 American Community Survey (ACS) data for the following factors: population density, school-age children (ages 0 -17), commuters using walk and bike modes, and individuals with no vehicles. Each ACS factor was given a range of scores (0 - 3) based on natural breaks in the data. The population component also incorporates CalEnviroscreen, a statewide environmental justice index which includes socioeconomic factors such median household income in addition to environmental pollution factors. The highest percentile score in CalEnviroscreen were ranked using the following: 50-70 percentile (1), 70-100 percentile (2).

All factors in both subcomponents of the parks connections model were overlaid in GIS. High scores in the model represent areas where populations in need of park connections overlap with areas that have relatively more parks within a 10-minute walk.

Figure 2-13 is the park connections model map that depicts areas of need in Placentia. Based on all of the inputs, the model depicts that the southwest region of the City has a higher need for parks and improved access to parks. This model can be used as a means to develop general recommendations and to help select projects described in Chapter 4 of this Plan.

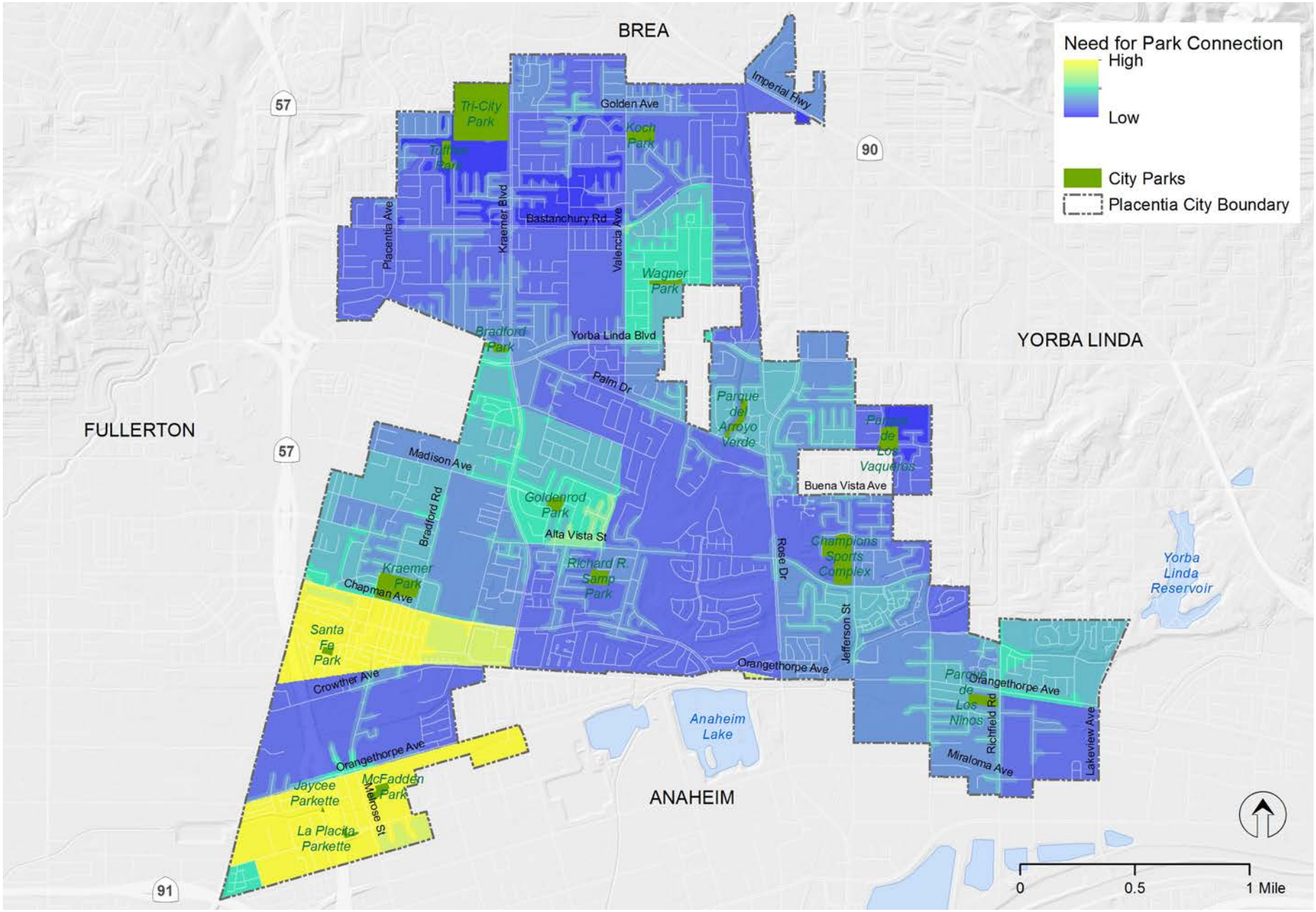


Figure 2-13: Park Connections Model

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03

Community Engagement



Community Engagement Overview

Community engagement played a major role throughout the planning process. One of the many goals of the Plan was to rely heavily on what Placentia residents and stakeholders had to say regarding their parks and how they access them. The City engaged with the community through a series of community workshops, stakeholder interviews, a project survey, and online tools.

Outreach materials were designed to maximize community engagement. All outreach materials were designed and made available in both paper and digitally, as well as in English and Spanish, because of Placentia's multi-generational and diverse population. Spanish-speaking team members were present at all workshops.

Branding and Announcements

To generate public interest and to create a unique identity, the team branded the project with a logo designed specifically for this project with the colors found in the City's logo and website. Branding this project assisted in easy and immediate recognition whenever outreach materials such as flyers and surveys, were posted online or when the team was present at a special event workshop.

Community engagement materials for the workshops included fact sheets and flyers. These materials were designed using the project's branding and were printed in both English and Spanish. These materials were distributed prior to and during the workshops to encourage participation and invite people to share their thoughts.







Community Workshops

Four community workshops were scheduled at key milestones in the project's planning process to communicate goals, objectives, and present preliminary results. These workshops primarily took place at city-wide events to efficiently reach out to large numbers of community members in a setting with guaranteed attendance.

Workshop #1: Concerts in the Park

The first workshop took place on Thursday, August 9, 2018 at Tri-City Park. The focus of the first workshop was to introduce the project, present the Plan's goals and objectives, and invite community members to participate in the project survey.

At this special event workshop, the team made available a city-wide map depicting all the parks and existing bikeways found throughout the City. Support exhibits included photo boards depicting potential park amenity improvements, as well as potential pedestrian and bikeway improvements. A bicycle helmet raffle took place and free bike lights were distributed. The information gathered at this workshop provided valuable direction regarding where to focus the data-gathering and analyses process.





Workshop #2: Heritage Festival

The second workshop was scheduled on Saturday, October 13, 2018. The workshop took place during the annual Placentia Heritage Festival that is held at Tri-City Park. This workshop was very similar to the first workshop in that its focus was to gather initial input from community members on the table maps as well as to encourage them to participate in the project survey. Support exhibits, a bike helmet raffle, and free bike lights were made available.

Scheduling this workshop at the Heritage Festival was successful thanks to the large attendance from not only Placentia residents, but neighboring cities as well. This provided helpful information regarding access to parks from adjacent cities and their residents.

Workshop #3: Tamale Festival

The third workshop took place on Thursday, December 13, 2018. The team participated in the immensely popular annual Tamale Festival held in Old Town Placentia. This event draws crowds from not only the entire City, but all over Orange County as well. The materials for this workshop once again included a table map with existing and previously proposed bikeways, and all the parks within the City's boundaries. Additional exhibits included a tree canopy analysis that depicted the City's urban forest using existing GIS tree data. This workshop was the last time the paper survey was made available to the community.

The information gathered at this workshop was used to finalize in-person community input. All of information gathered was used to help develop preliminary project recommendations later discussed in Chapter 4.

"Shade! Need shade for the kids to enjoy the parks during the summer."

"I would improve the baseball fields at Tuffree Hill Park and Champions. More care to the fields means happier parents and leagues."

"Update playground equipment."

"I would love to have ropes/par course style in and around the parks for kids to get off their screens and get outside."

"Safe walking or bike trails to and from parks."

"I would connect them with a bike/walking path away from the street. I don't feel safe enough to ride my bike or walk in some areas due to high amounts of street traffic."

"We also desperately need a splash pad."

"Dog park at Tri City would be awesome!"

Workshop #4.1 Champions Sports Complex

The fourth workshop was originally scheduled on Saturday, March 2, 2019 at Champions Sports Complex. The purpose of the fourth workshop was to present preliminary recommendations for parks and open spaces, as well as pedestrian and bikeway improvements. The workshop was held at the Aguirre Building and was meant to coincide with a baseball tournament that was to take place during the same time frame. Due to rainy weather, the baseball tournament was cancelled and workshop participation suffered as well. Four residents came out to provide their valuable comments.

The City instructed the team to schedule another special event workshop to gather much-needed community feedback on the preliminary recommendations.

Workshop #4.2 Easter Egg-Citement & Spring Carnival

The team scheduled a follow-up workshop to supplement the rained-out workshop previously scheduled at Champions Sports Complex. The Easter Egg-Citement & Spring Carnival was the perfect opportunity to have a final community workshop. The annual event took place on April 13th, 2019 at Kraemer Park. Easter related activities, arts and crafts, community booths, and vendors were present at this event.

Materials for this workshop included table maps for each of the parks with their respective preliminary recommendations. The maps depicted under-utilized park spaces and potential improvements that may qualify within that footprint. Pedestrian improvements such as missing curb ramps, sidewalks, and enhanced crossings were included. Additional exhibits included city-wide maps depicting park level of service and bikeway/trail recommendations as well as infographics depicting survey results.

The team gave out bike lights, reflective "slap bands", and Easter themed candy.

Community Engagement Results

1 Project Survey	**498** Completed Surveys
5 Community Workshops	**700+** Survey and Map Comments
7 Stakeholder Meetings	**8** Bike Helmets Awarded


Concerts in the Park


Concerts in the Park


Concerts in the Park


Concerts in the Park


Concerts in the Park


Concerts in the Park


Heritage Festival


Heritage Festival


Heritage Festival


Heritage Festival


Heritage Festival


Heritage Festival


Heritage Festival


Heritage Festival


Tamale Festival


Tamale Festival


Tamale Festival


Easter Egg-Citement


Easter Egg-Citement


Easter Egg-Citement


Easter Egg-Citement


Easter Egg-Citement


Easter Egg-Citement



Easter Egg-Citement

Placentia Parks Commission Meeting

The project team scheduled a Recreation and Parks Commission meeting to discuss the goals and objectives of this Plan. The meeting included a short presentation regarding the planning process, community engagement strategies, and project development. The commissioners had an opportunity to provide their feedback and voice their thoughts on existing challenges and potential opportunities.

Feedback they provided included:

- Make all parks accessible and safe
- Address gaps in the sidewalk and bicycling network
- Need for more recreation and park funding to address maintenance and renovations
- Encourage City to continue applying for grant funding

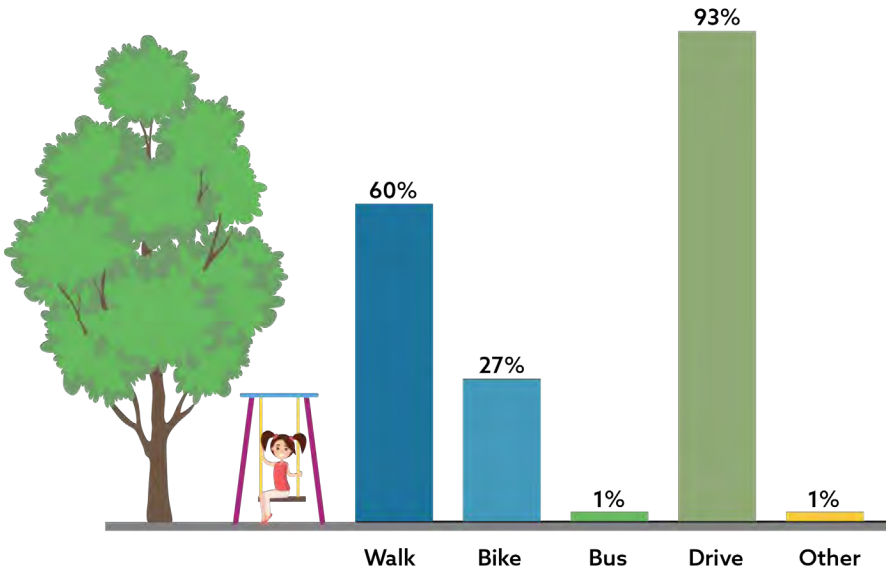
Survey

A survey was designed to determine priority levels for park amenities and improvements. People had the opportunity to provide specific park comments using the open-comment question. In addition, questions regarding satisfaction levels of current pedestrian and bicycle infrastructure, as well as desired improvements were also included. The survey was initially made available at the first community workshop on August 9, 2018 at the Concerts in the Park. The survey was subsequently announced via the City's email listserv and social media outlets through February 25, 2019.

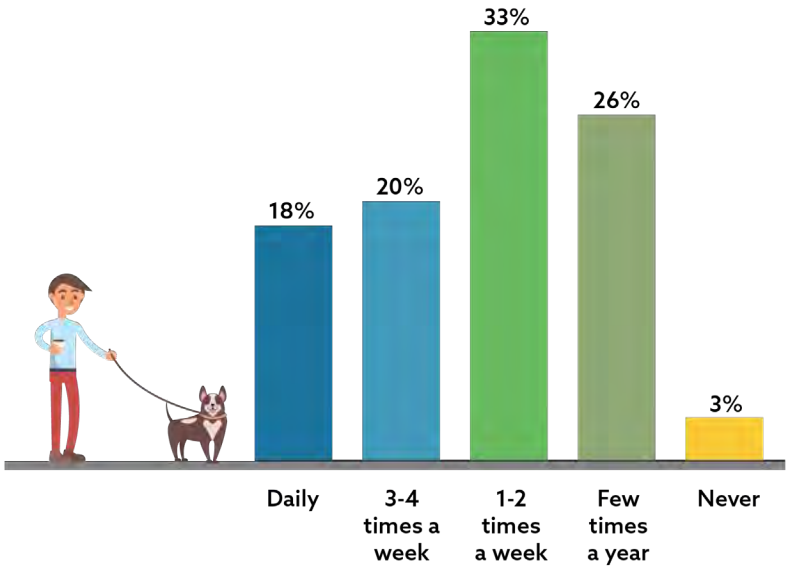
A total of 12 questions were asked, many of which included the option to provide additional comments related to the question. Most questions allowed respondents to select more than one category, resulting in totals that exceeded 100 percent.

A remarkable 498 surveys were completed during the planning process. The results provided helpful insight to important challenges and opportunities that will be used to guide additional GIS analyses and to develop recommendations. The following section depicts several of the questions asked and their respective results. The complete survey summary can be found in Appendix A.

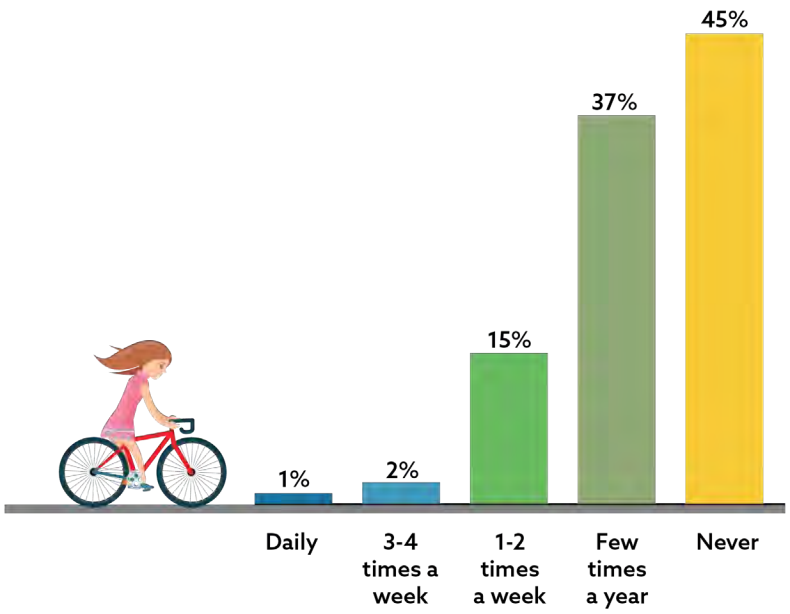
How do you get to city parks, open spaces, or facilities?



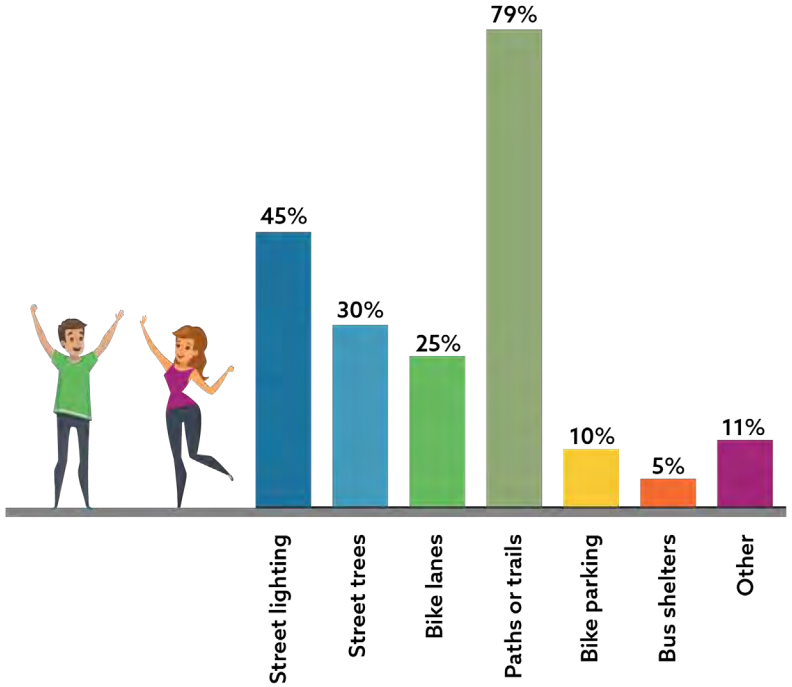
How often do you walk in Placentia?



How often do you bike in Placentia?



What would make it easier for you to walk, bike, or take public transit more to parks and open spaces in Placentia?





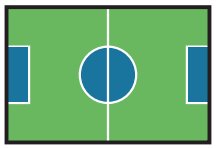
498 Surveys Completed!

People were asked to select their lowest and highest priorities for park program elements. A higher number means higher priority. Public priorities based on a scale of 1 through 5.



4.22

Walking Trails
Senderos para caminar



3.37

Ball Fields (soccer, baseball, football)
Campos de pelota (fútbol, béisbol, fútbol americano)



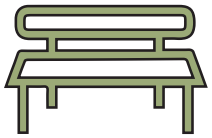
3.35

Playground / Tot Lot
Área de juegos para niños



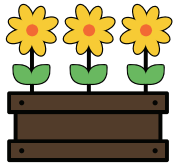
3.27

Dog Park
Parque para perros



3.25

Picnic Tables / Benches
Mesas o bancas para picnics



3.24

Community Garden
Jardines comunitarios



3.21

Group Picnic Areas
Zonas de picnic para grupos



3.11

Splash Pad
Área de juegos de agua para niños

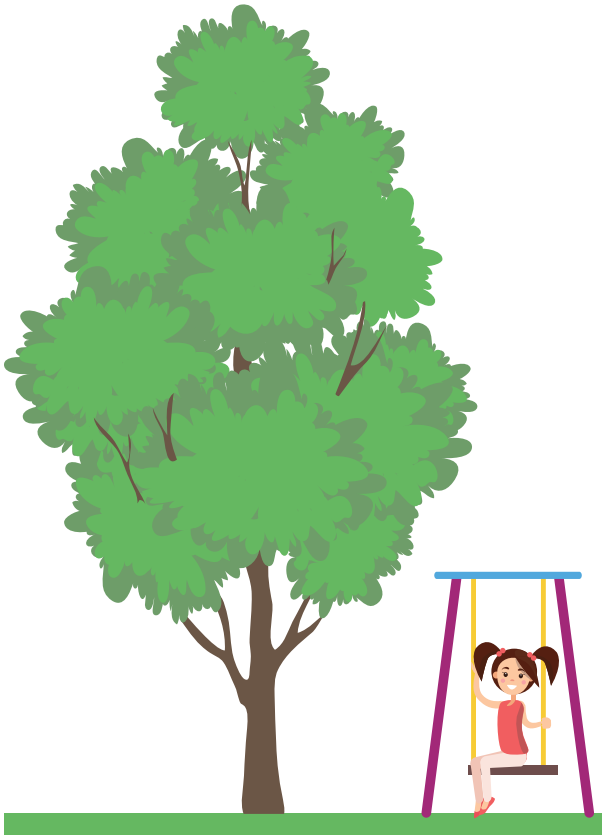
04

Recommendations

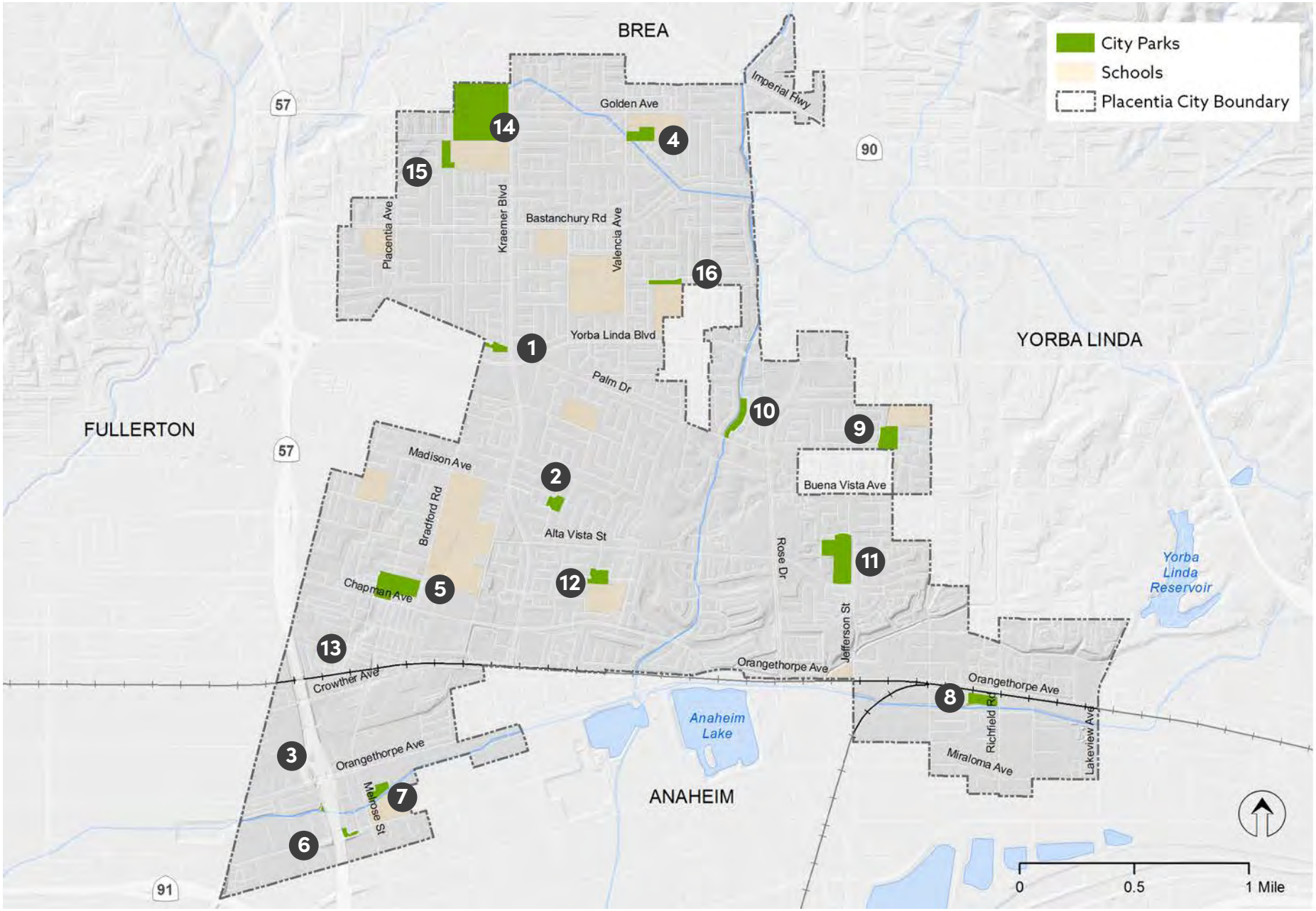


Park Recommendations

The following section includes cut sheets created for each park in Placentia. Each cut sheet contains recommendations for pedestrian improvements within a 10-minute walk and park amenities for under-utilized spaces based on field work and input received at the community outreach events. These recommendations will guide future improvements throughout the City. Additional trees, where appropriate, should be incorporated into all parks to provide shade, comfort, and to help with greenhouse gas reductions. Recommendations to repair existing park features are also included for each park.



1. Bradford Park
2. Goldenrod Park
3. Jaycee Parkette
4. Koch Park
5. Kraemer Park
6. La Placita Parkette
7. McFadden Park
8. Parque de los Ninos
9. Parque de los Vaqueros
10. Parque del Arroyo Verde
11. Placentia Champions Sport Complex
12. Richard R. Samp Park
13. Santa Fe Park
14. Tri-City Park (County of Orange)
15. Tuffree Park
16. Wagner Park


BREA
FULLERTON
YORBA LINDA
ANAHEIM
City Parks
Schools
Placentia City Boundary
Golden Ave
Imperial Hwy
Placentia Ave
Kraemer Blvd
Bastanchury Rd
Valencia Ave
Yorba Linda Blvd
Palm Dr
Madison Ave
Bradford Rd
Alta Vista St
Buena Vista Ave
Rose Dr
Jefferson St
Chapman Ave
Crowther Ave
Orangethorpe Ave
Melrose St
Anaheim Lake
Yorba Linda Reservoir
Richfield Rd
Lakeview Ave
Miraloma Ave
57
90
91
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
0
0.5
1 Mile

Bradford Park

Bradford Park is located in central Placentia and is accessed via Kraemer Boulevard and Yorba Linda Boulevard. The park is primarily used for passive recreation due to the lack of amenities and playground features. The park is part of the larger Historic Bradford House complex that is preserved and managed by The Placentia Founders Society.

Potential improvements include park identification signage, security lighting, and turf damage repair.

Table 4-1: Park Infill/Expansion – Bradford Park

		Area 1
Infill Facility Types	**Typical SF**	**22,782**
Ball Field	30,000-100,000	
Bocce Ball/Shuffleboard	5,000-10,000	•
Community Center/Gym	25,000-70,000	
Court Sports	2,000-5,000	
Dog Park	10,000-75,000	
Exterior Exercise Areas	5,000-20,000	
Picnic Areas	500-1,500	•
Playgrounds	4,000-6,000	
Soccer Field	14,000-75,000	
Non-Traditional Recreation Facilities		
Adventure Playgrounds	4,000-6,000	
Community Garden	10,000-40,000	•
Disk Golf Course	50,000-200,000	
Pump Track/Bike Skills Course	10,000-20,000	
Pickleball	25,000-35,000	
Skate Park	10,000-35,000	
Skate Spot	1,500-10,000	
Small Performance Stage	15,000	•
Tennis	7,000-28,000	
Volleyball	4,000-16,000	



Figure 4-1: Bradford Park Infill/Expansion Potential



Park identification signage



Add safety and security lighting as needed



Repair / replace damaged turf throughout



Figure 4-2: Bradford Park Travelshed

Goldenrod Park

Goldenrod Park is located in central Placentia and is accessed via Madison Avenue and Hollyhock Lane. People use the park for passive and active recreation with the available open grass areas, playground features, benches, and picnic tables.

Potential improvements include ADA upgrades, playground upgrades, playground surface replacement, park identification signage, security lighting, shading around playgrounds, and turf damage repair.

Table 4-2: Park Infill/Expansion – Goldenrod Park

		Area 1
Infill Facility Types	**Typical SF**	**27,192**
Ball Field	30,000-100,000	
Bocce Ball/Shuffleboard	5,000-10,000	•
Community Center/Gym	25,000-70,000	•
Court Sports	2,000-5,000	•
Dog Park	10,000-75,000	
Outdoor Exercise Areas	5,000-20,000	•
Picnic Areas	500-1,500	•
Playgrounds	4,000-6,000	•
Soccer Field	14,000-75,000	
Non-Traditional Recreation Facilities		
Adventure Playgrounds	4,000-6,000	•
Community Garden	10,000-40,000	•
Disk Golf Course	50,000-200,000	
Pump Track/Bike Skills Course	10,000-20,000	
Pickleball	25,000-35,000	•
Skate Park	10,000-35,000	
Skate Spot	1,500-10,000	
Small Performance Stage	15,000	
Tennis	7,000-28,000	
Volleyball	4,000-16,000	



Figure 4-3: Goldenrod Park Infill/Expansion Potential

Recommendations

- ADA upgrades throughout the park
- Repair/Replace playground & surfaces
- Park identification signage
- Replace turf with drought tolerant plants
- Add seating around play area
- Add safety and security lighting as needed
- Add shading around play area



Figure 4-4: Goldenrod Park Travelshed

Jaycee Parkette

Jaycee Parkette is located in southwest Placentia and is accessed via Iowa Place and Kansas Avenue. People use the small park for passive recreation with the available playground and picnic tables.

Potential improvements include ADA upgrades, playground upgrades, playground surface replacement, park identification signage, security lighting, shading around playgrounds, and turf damage repair.

Table 4-3: Park Infill/Expansion – Jaycee Parkette

		Area 1
Infill Facility Types	**Typical SF**	**4,082**
Ball Field	30,000-100,000	
Bocce Ball/Shuffleboard	5,000-10,000	
Community Center/Gym	25,000-70,000	
Court Sports	2,000-5,000	
Dog Park	10,000-75,000	
Exterior Exercise Areas	5,000-20,000	
Picnic Areas	500-1,500	•
Playgrounds	4,000-6,000	•
Soccer Field	14,000-75,000	
Non-Traditional Recreation Facilities		
Adventure Playgrounds	4,000-6,000	
Community Garden	10,000-40,000	
Disk Golf Course	50,000-200,000	
Pump Track/Bike Skills Course	10,000-20,000	
Pickleball	25,000-35,000	
Skate Park	10,000-35,000	
Skate Spot	1,500-10,000	
Small Performance Stage	15,000	
Tennis	7,000-28,000	
Volleyball	4,000-16,000	



Figure 4-5: Jaycee Parkette Infill/Expansion Potential

Recommendations

- ADA upgrades throughout the park
- Repair/Replace playground surfaces
- Park identification signage
- Replace turf with drought tolerant plants
- Add seating around play area
- Add safety and security lighting as needed
- Add shading around play area

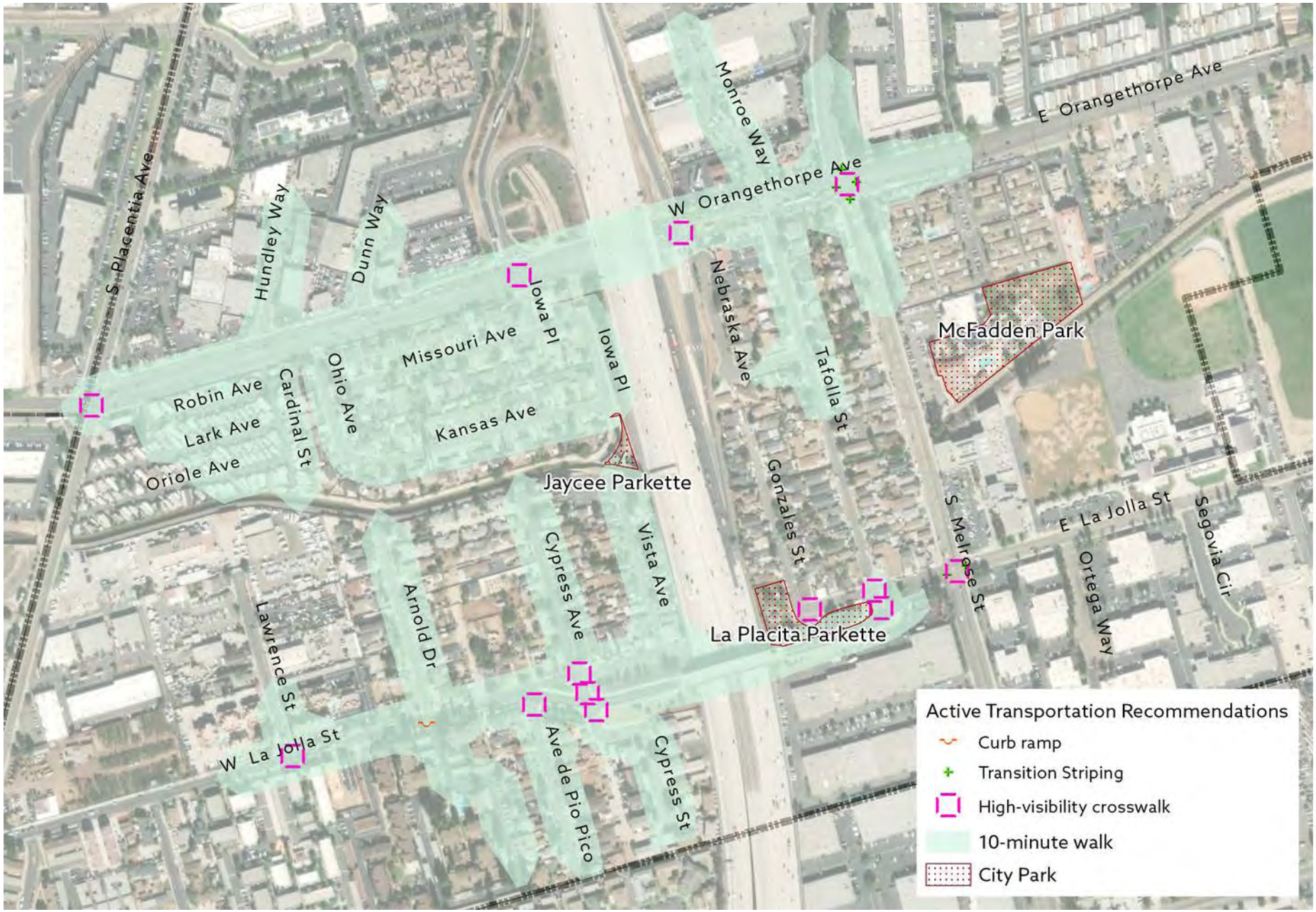


Figure 4-6: Jaycee Parkette Travelshed

Koch Park

Koch Park is located in northeast Placentia and is accessed via Valencia Avenue and Golden Avenue. Koch Park is heavily used by the residential community and the adjacent Golden Elementary School. The recreation center, picnic tables, and passive recreation serve as major attractors.

Potential improvements include ADA upgrades, sidewalk repairs, shading around playgrounds, playground surface repairs, slope erosion, new shade shelters, and new picnic tables.

Table 4-4: Park Infill/Expansion – Koch Park

		Area 1
Infill Facility Types	**Typical SF**	**110,894**
Ball Field	30,000-100,000	
Bocce Ball/Shuffleboard	5,000-10,000	•
Community Center/Gym	25,000-70,000	
Court Sports	2,000-5,000	•
Dog Park	10,000-75,000	•
Outdoor Exercise Areas	5,000-20,000	•
Picnic Areas	500-1,500	•
Playgrounds	4,000-6,000	•
Soccer Field	14,000-75,000	
Non-Traditional Recreation Facilities		
Adventure Playgrounds	4,000-6,000	•
Community Garden	10,000-40,000	•
Disk Golf Course	50,000-200,000	
Pump Track/Bike Skills Course	10,000-20,000	
Pickleball	25,000-35,000	•
Skate Park	10,000-35,000	
Skate Spot	1,500-10,000	
Small Performance Stage	15,000	•
Tennis	7,000-28,000	•
Volleyball	4,000-16,000	•



Figure 4-7: Koch Park Infill/Expansion Potential

Recommendations

- ADA upgrades throughout the park
- Repair/Replace playground & surfaces
- Park identification signage
- Replace turf with drought tolerant plants
- Add seating around play area
- Add safety and security lighting as needed
- Add shading around play area



Figure 4-8: Goldenrod Park Travelshed

Kraemer Park

Kraemer Park is located in southwest Placentia and is accessed via Bradford Avenue and Chapman Avenue. The City considers Kraemer Park as the primary green jewel in the City since it is programmed with community events and offers many park amenities across its 11 acres.

Potential improvements include ADA upgrades, park identification signage, security lighting, shading around playgrounds, turf damage repair, slope erosion, a new skate park/skate spot, and an addition to the Backs Community Center for the new Senior Center.

Table 4-5: Park Infill/Expansion – Kraemer Park

		Area 1	Area 2
Infill Facility Types	**Typical SF**	**9,331**	**264,241**
Ball Field	30,000-100,000		•
Bocce Ball/Shuffleboard	5,000-10,000	•	•
Community Center/Gym	25,000-70,000		•
Court Sports	2,000-5,000	•	•
Dog Park	10,000-75,000		
Exterior Exercise Areas	5,000-20,000	•	•
Picnic Areas	500-1,500	•	•
Playgrounds	4,000-6,000	•	•
Soccer Field	14,000-75,000		•
Non-Traditional Recreation Facilities			
Adventure Playgrounds	4,000-6,000	•	•
Community Garden	10,000-40,000		•
Disk Golf Course	50,000-200,000		
Pump Track/Bike Skills Course	10,000-20,000		
Pickleball	25,000-35,000		•
Skate Park	10,000-35,000		•
Skate Spot	1,500-10,000		•
Small Performance Stage	15,000		•
Tennis	7,000-28,000	•	•
Volleyball	4,000-16,000	•	•



Figure 4-9: Kraemer Park Infill/Expansion Potential

Recommendations

- ADA upgrades throughout the park
- Park identification signage
- Add safety and security lighting as needed
- Potential location for skate park or skate spot
- Repair / replace damaged turf throughout
- Replace trees that have died
- Provide park access from Melrose St
- Address slope erosion

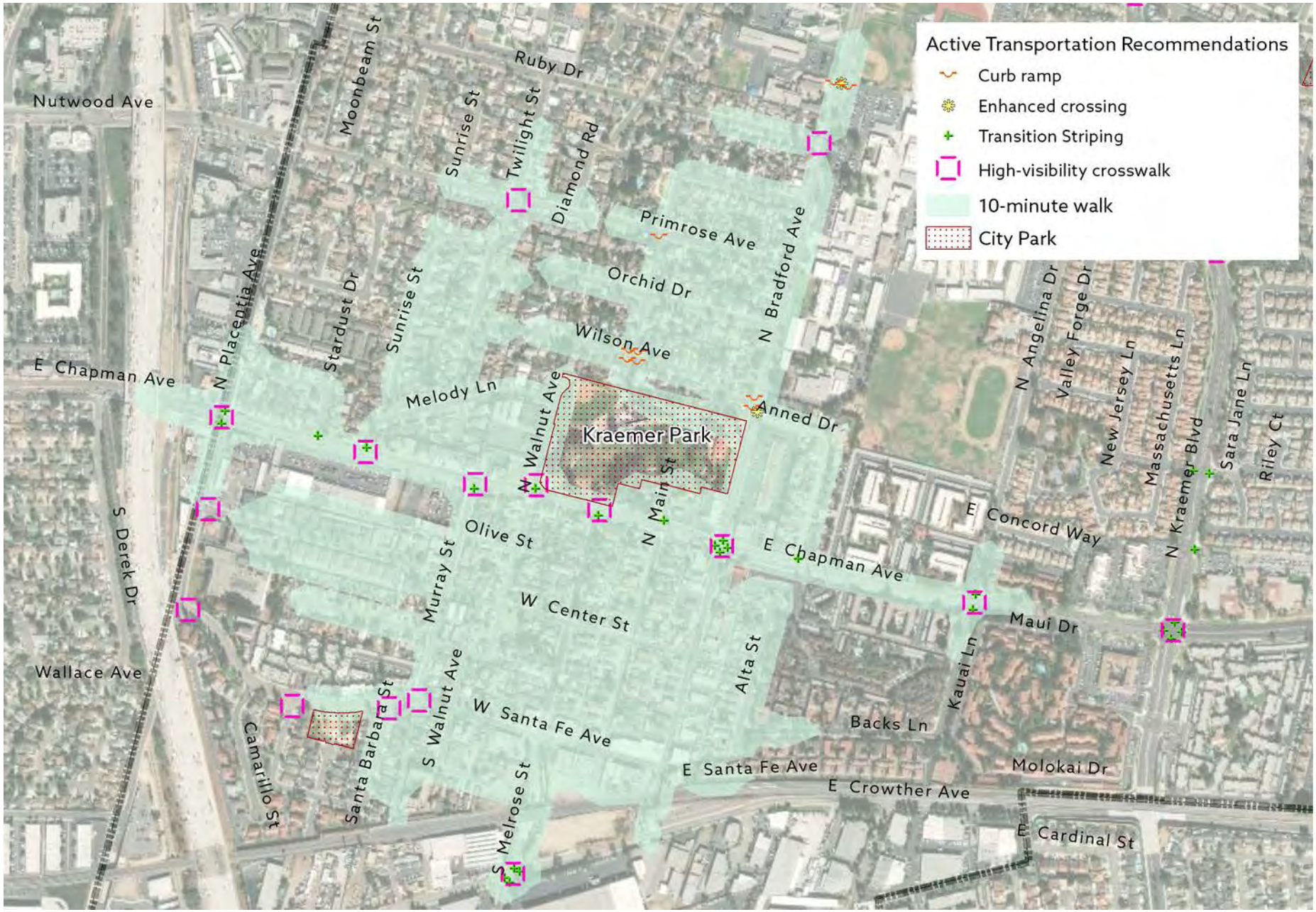


Figure 4-10: Kraemer Park Travelshed

La Placita Parkette

La Placita Parkette is located in southwest Placentia and is accessed via La Jolla Street. People use the small park for passive recreation with the available playground, picnic tables, and open grass areas.

Potential improvements include ADA upgrades, playground surface repair, park identification signage, security lighting, shading around playgrounds, and turf damage repair.

Table 4-6: Park Infill/Expansion – La Placita Parkette

		Area 1
Infill Facility Types	**Typical SF**	**10,529**
Ball Field	30,000-100,000	
Bocce Ball/Shuffleboard	5,000-10,000	
Community Center/Gym	25,000-70,000	
Court Sports	2,000-5,000	
Dog Park	10,000-75,000	
Exterior Exercise Areas	5,000-20,000	•
Picnic Areas	500-1,500	•
Playgrounds	4,000-6,000	•
Soccer Field	14,000-75,000	
Non-Traditional Recreation Facilities		
Adventure Playgrounds	4,000-6,000	•
Community Garden	10,000-40,000	
Disk Golf Course	50,000-200,000	
Pump Track/Bike Skills Course	10,000-20,000	
Pickleball	25,000-35,000	
Skate Park	10,000-35,000	
Skate Spot	1,500-10,000	
Small Performance Stage	15,000	
Tennis	7,000-28,000	
Volleyball	4,000-16,000	



Figure 4-11: La Placita Parkette Infill/Expansion Potential

Recommendations

- ADA upgrades throughout the park
- Repair/Replace playground surfaces
- Address slope erosion
- Add safety and security lighting as needed
- Park identification signage
- Add shading around play area

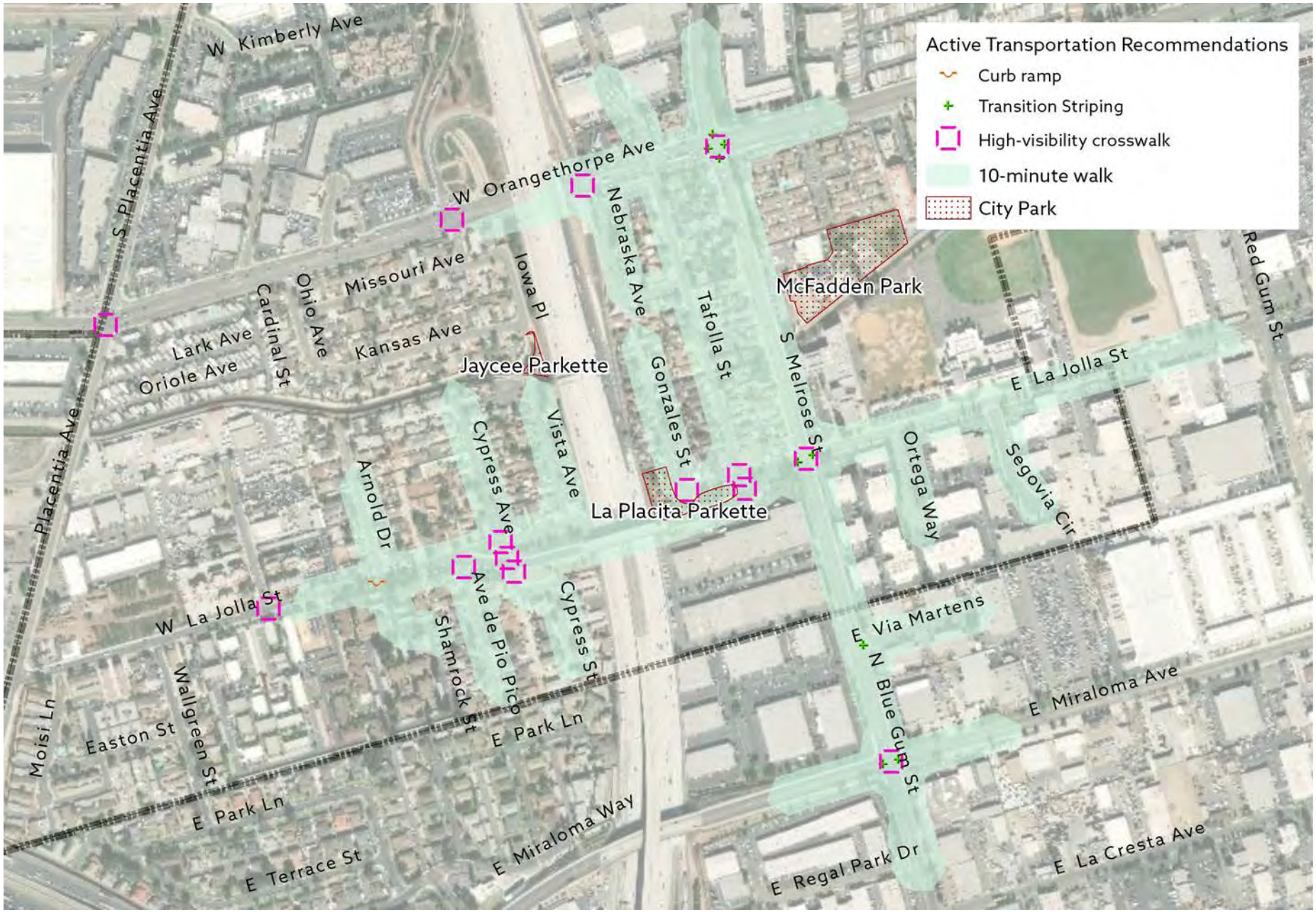


Figure 4-12: La Placita Parkette Travelshed

McFadden Park

McFadden Park is located in southwest Placentia and is accessed primarily via Melrose Street. The park offers many opportunities for passive and active recreation with the available open grass areas, playground features, benches, picnic tables, pool, handball courts, basketball courts, and exercise equipment.

Potential improvements include ADA upgrades, playground surface repair, security lighting, shading around playgrounds, turf damage repair, and irrigation repair.

Table 4-7: Park Infill/Expansion – McFadden Park

		Area 1
Infill Facility Types	**Typical SF**	**47,794**
Ball Field	30,000-100,000	•
Bocce Ball/Shuffleboard	5,000-10,000	•
Community Center/Gym	25,000-70,000	
Court Sports	2,000-5,000	
Dog Park	10,000-75,000	
Exterior Exercise Areas	5,000-20,000	•
Picnic Areas	500-1,500	•
Playgrounds	4,000-6,000	•
Soccer Field	14,000-75,000	•
Non-Traditional Recreation Facilities		
Adventure Playgrounds	4,000-6,000	•
Community Garden	10,000-40,000	
Disk Golf Course	50,000-200,000	
Pump Track/Bike Skills Course	10,000-20,000	
Pickleball	25,000-35,000	•
Skate Park	10,000-35,000	
Skate Spot	1,500-10,000	
Small Performance Stage	15,000	
Tennis	7,000-28,000	
Volleyball	4,000-16,000	



Figure 4-13: McFadden Park Infill/Expansion Potential

Recommendations

ADA upgrades throughout the park

Repair / replace damaged turf and planting throughout

Repair / replace damaged irrigation throughout

Repair / replace damaged playground surfaces

Add shading around play area

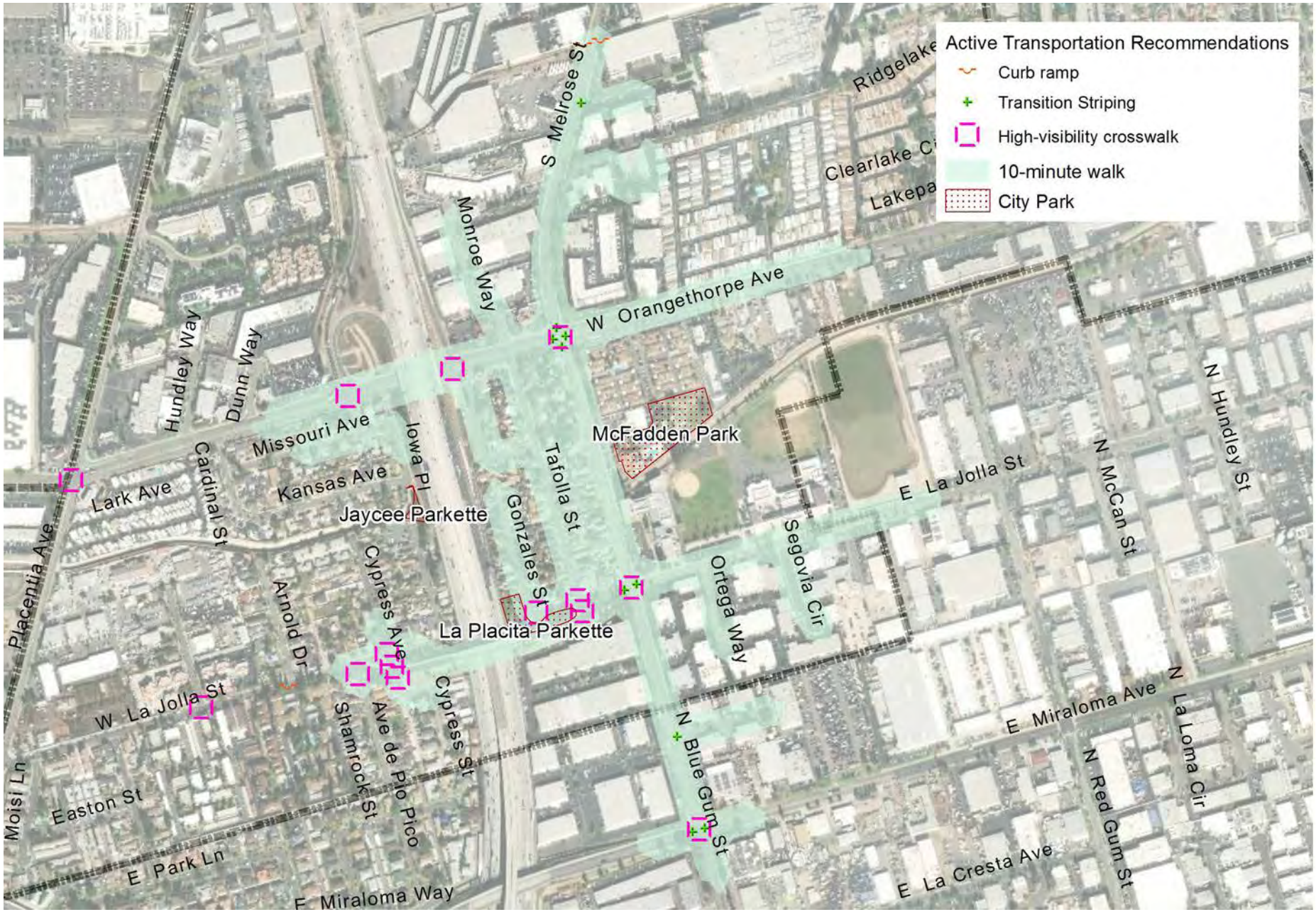


Figure 4-14: McFadden Park Travelshed

Parque de los Ninos

Parque de los Ninos is located in southeast Placentia and is accessed via Orangethorpe Avenue and Richfield Road. The park offers many opportunities for passive and active recreation with the available open grass areas, playground features, benches, picnic tables, pool, handball courts, basketball court, and outdoor exercise equipment.

Potential improvements include ADA upgrades, playground upgrades, playground surface repair, security lighting, shading around playgrounds, turf damage repair, and irrigation repair.

Table 4-8: Park Infill/Expansion – Parque de los Ninos

		Area 1
Infill Facility Types	**Typical SF**	**78,297**
Ball Field	30,000-100,000	
Bocce Ball/Shuffleboard	5,000-10,000	•
Community Center/Gym	25,000-70,000	
Court Sports	2,000-5,000	•
Dog Park	10,000-75,000	•
Exterior Exercise Areas	5,000-20,000	•
Picnic Areas	500-1,500	•
Playgrounds	4,000-6,000	•
Soccer Field	14,000-75,000	•
Non-Traditional Recreation Facilities		
Adventure Playgrounds	4,000-6,000	•
Community Garden	10,000-40,000	•
Disk Golf Course	50,000-200,000	
Pump Track/Bike Skills Course	10,000-20,000	
Pickleball	25,000-35,000	
Skate Park	10,000-35,000	
Skate Spot	1,500-10,000	
Small Performance Stage	15,000	
Tennis	7,000-28,000	
Volleyball	4,000-16,000	



Figure 4-15: Parque de los Ninos Infill/Expansion Potential

Recommendations

- ADA upgrades throughout the park
- Replace outdated playground equipment
- Repair / replace damaged playground surfaces
- Park identification signage
- Add safety and security lighting as needed
- Repair / replace damaged turf throughout
- Replace trees that have died
- Explore addition of multi-use path along flood control channel with park access
- Add shading around play area and outdoor exercise equipment
- Replace cracked concrete walkways within park

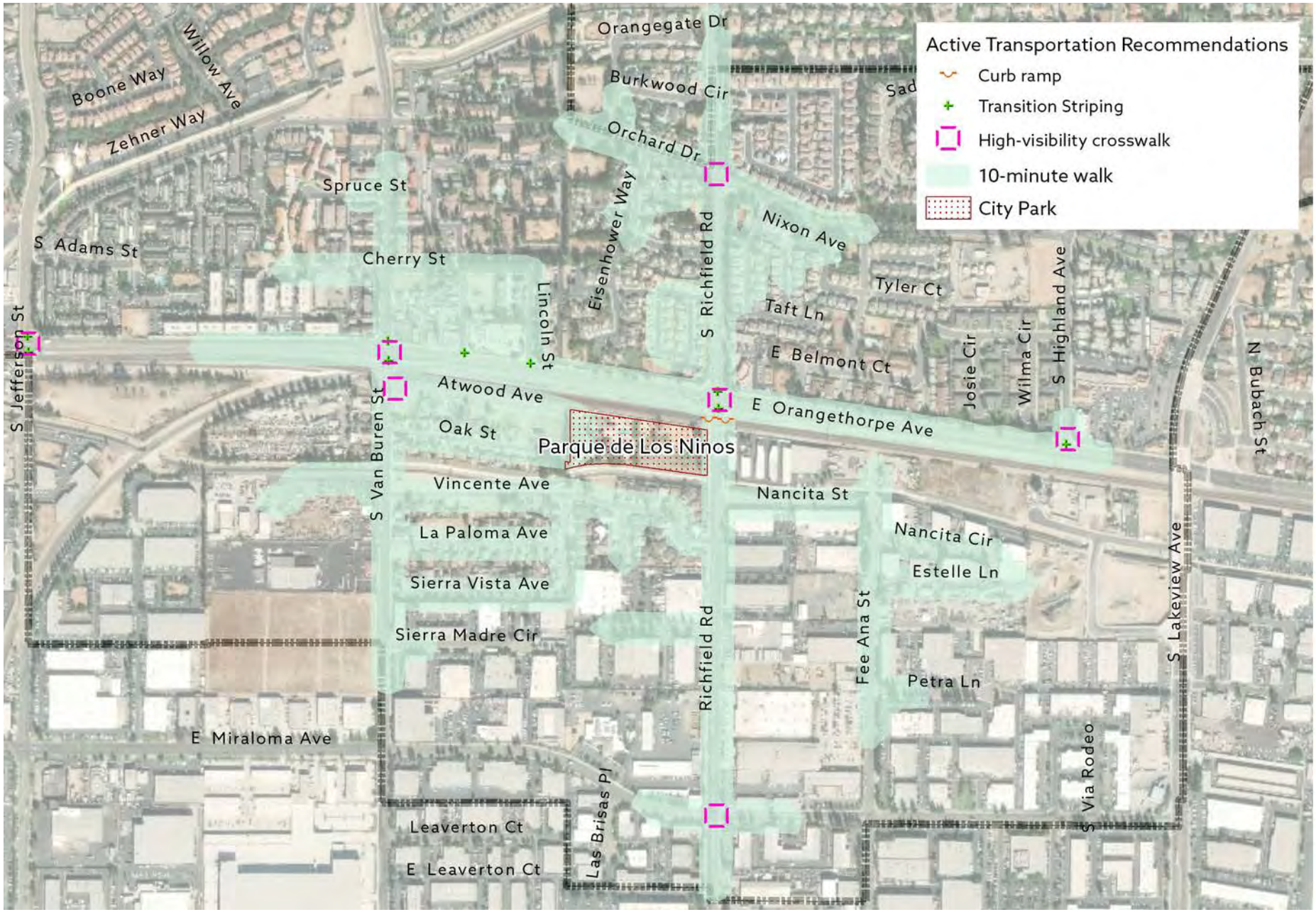


Figure 4-16: Parque de los Ninos Travelshed

Parque de los Vaqueros

Parque de los Vaqueros is located in central Placentia and is accessed via Yellowstone Avenue and Carlsbad Street. The park offers many opportunities for passive recreation with the available open grass areas, playground features, benches, and picnic tables.

Potential improvements include ADA upgrades, playground upgrades, playground surface repair, security lighting, shading around playgrounds, turf damage repair, and park furnishings upgrades.

All areas of the park are currently programmed and being utilized at appropriate levels. No additional programs or park amenities are recommended at this time except for the general park improvements described above.



Figure 4-17: Parque de los Vaqueros Infill/Expansion Potential

Recommendations

- ADA upgrades throughout the park
- Replace outdated playground equipment
- Repair / replace damaged playground surfaces
- Replace park furnishings
- Park identification signage
- Add safety and security lighting as needed
- Repair / replace damaged turf throughout
- Replace trees that have died
- Replace wood decking on pedestrian bridges over creeks
- Maintain drainage ditches
- Replace cracked concrete walkways within park

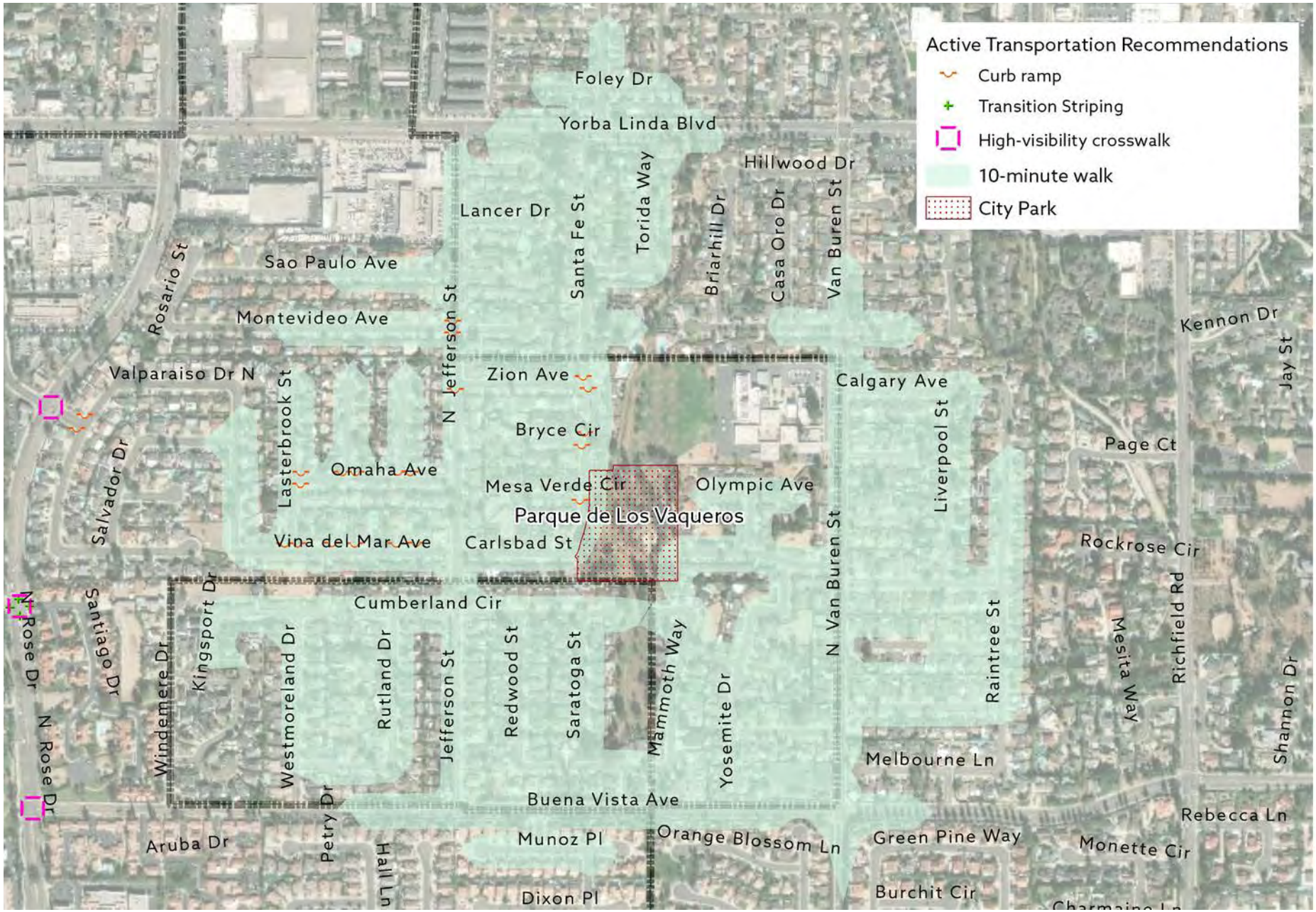


Figure 4-18: Parque de los Vaqueros Travelshed

Parque del Arroyo Verde

Parque del Arroyo Verde is located in central Placentia and is accessed primarily via Palm Drive. The park offers several opportunities for passive and active recreation with the available open grass areas, playground, benches, and picnic tables.

Potential improvements include ADA upgrades, playground upgrades, playground surface repairs, security lighting, turf damage repair, and park furnishings upgrades.

Table 4-9: Park Infill/Expansion – Parque del Arroyo Verde

		Area 1
Infill Facility Types	**Typical SF**	**74,342**
Ball Field	30,000-100,000	
Bocce Ball/Shuffleboard	5,000-10,000	
Community Center/Gym	25,000-70,000	
Court Sports	2,000-5,000	
Dog Park	10,000-75,000	•
Exterior Exercise Areas	5,000-20,000	•
Picnic Areas	500-1,500	•
Playgrounds	4,000-6,000	•
Soccer Field	14,000-75,000	
Non-Traditional Recreation Facilities		
Adventure Playgrounds	4,000-6,000	•
Community Garden	10,000-40,000	
Disk Golf Course	50,000-200,000	
Pump Track/Bike Skills Course	10,000-20,000	
Pickleball	25,000-35,000	•
Skate Park	10,000-35,000	
Skate Spot	1,500-10,000	
Small Performance Stage	15,000	
Tennis	7,000-28,000	
Volleyball	4,000-16,000	



Figure 4-19: Parque del Arroyo Verde Infill/Expansion Potential

Recommendations

- ADA upgrades throughout the park
- Replace outdated playground equipment
- Repair / replace damaged playground surfaces
- Replace outdated park furnishings
- Park identification signage
- Add safety and security lighting as needed
- Repair / replace damaged turf throughout
- Explore addition of multi-use path along flood control channel with park access
- Replace cracked concrete walkways within park



Figure 4-20: Parque del Arroyo Verde Travelshed

Placentia Champions Sports Complex

Placentia Champions Sports Complex is located in south-central Placentia and is accessed via Alta Vista Street and Jefferson Street. The park offers many opportunities for passive and active recreation with the available open grass areas, ball fields, playground features, benches, picnic tables, basketball courts, and multi-purpose room.

Potential improvements include ADA upgrades, playground surface repair, security lighting, turf damage repair, and furnishing upgrades.

Table 4-10: Park Infill/Expansion – Champions Sports Complex

		Area 1	Area 2	Area 3
Infill Facility Types	**Typical SF**	**15,946**	**10,119**	**7,143**
Ball Field	30,000-100,000			
Bocce Ball/Shuffleboard	5,000-10,000	•	•	•
Community Center/Gym	25,000-70,000			
Court Sports	2,000-5,000	•	•	•
Dog Park	10,000-75,000	•	•	
Exterior Exercise Areas	5,000-20,000	•	•	•
Picnic Areas	500-1,500	•	•	•
Playgrounds	4,000-6,000	•	•	•
Soccer Field	14,000-75,000	•		
Non-Traditional Recreation Facilities				
Adventure Playgrounds	4,000-6,000			
Community Garden	10,000-40,000			
Disk Golf Course	50,000-200,000			
Pump Track/Bike Skills Course	10,000-20,000	•	•	
Pickleball	25,000-35,000			
Skate Park	10,000-35,000	•	•	
Skate Spot	1,500-10,000	•	•	•
Small Performance Stage	15,000	•		
Tennis	7,000-28,000	•	•	•
Volleyball	4,000-16,000	•	•	•



Figure 4-21: Placentia Champions Sports Complex Infill/Expansion Potential

Recommendations

- ADA upgrades throughout the park
- Park identification signage
- Repair / replace damaged playground surfaces
- Add safety and security lighting as needed
- Add adequate lighting to baseball fields
- Repair / replace damaged turf throughout, especially in playing fields
- Replace trees that have died
- Provide additional park furnishings, i.e. trash cans near playing fields
- Install doors in men's restroom



Figure 4-22: Placentia Champions Sports Complex Travelshed

Richard R. Samp Park

Richard R. Samp Park is located in central Placentia and is accessed via Alta Vista Street and Central Avenue. The park offers several opportunities for passive recreation with the available open grass areas, playground, benches, and picnic tables.

Potential improvements include ADA upgrades, playground surface repairs, park identification signage, security lighting, turf damage repair, shading around playground, and park furnishings upgrades.

Table 4-11: Park Infill/Expansion – Richard R. Samp Park

		Area 1
Infill Facility Types	**Typical SF**	**26,704**
Ball Field	30,000-100,000	
Bocce Ball/Shuffleboard	5,000-10,000	•
Community Center/Gym	25,000-70,000	•
Court Sports	2,000-5,000	•
Dog Park	10,000-75,000	
Exterior Exercise Areas	5,000-20,000	•
Picnic Areas	500-1,500	•
Playgrounds	4,000-6,000	•
Soccer Field	14,000-75,000	
Non-Traditional Recreation Facilities		
Adventure Playgrounds	4,000-6,000	•
Community Garden	10,000-40,000	•
Disk Golf Course	50,000-200,000	
Pump Track/Bike Skills Course	10,000-20,000	
Pickleball	25,000-35,000	•
Skate Park	10,000-35,000	
Skate Spot	1,500-10,000	
Small Performance Stage	15,000	
Tennis	7,000-28,000	
Volleyball	4,000-16,000	



Figure 4-23: Richard R. Samp Park Infill/Expansion Potential

Recommendations

- ADA upgrades throughout the park
- Repair / replace damaged playground surfaces
- Park identification signage
- Add safety and security lighting as needed
- Repair / replace damaged turf throughout
- Add shading around play area



Figure 4-24: Richard R. Samp Park Travelshed

Santa Fe Park

Santa Fe Park is located in southwest Placentia and is accessed via Santa Fe Avenue. Capistrano Street, and Santa Barbara Street. The park offers several opportunities for passive recreation with the available open grass areas, playground, picnic tables, and outdoor exercise equipment.

Potential improvements include ADA upgrades, playground surface repairs, park identification signage, turf damage repair, shading around playground, and park furnishings upgrades.

Table 4-12: Park Infill/Expansion – Santa Fe Park

		Area 1
Infill Facility Types	**Typical SF**	**5,203**
Ball Field	30,000-100,000	
Bocce Ball/Shuffleboard	5,000-10,000	•
Community Center/Gym	25,000-70,000	
Court Sports	2,000-5,000	
Dog Park	10,000-75,000	
Exterior Exercise Areas	5,000-20,000	•
Picnic Areas	500-1,500	•
Playgrounds	4,000-6,000	•
Soccer Field	14,000-75,000	
Non-Traditional Recreation Facilities		
Adventure Playgrounds	4,000-6,000	•
Community Garden	10,000-40,000	
Disk Golf Course	50,000-200,000	
Pump Track/Bike Skills Course	10,000-20,000	
Pickleball	25,000-35,000	
Skate Park	10,000-35,000	
Skate Spot	1,500-10,000	•
Small Performance Stage	15,000	
Tennis	7,000-28,000	
Volleyball	4,000-16,000	•



Figure 4-25: Santa Fe Park Infill/Expansion Potential

Recommendations

- ADA upgrades throughout the park
- Park identification signage
- Add shading around play area and exercise area
- Replace damaged turf throughout
- Repair / replace damaged playground surfaces

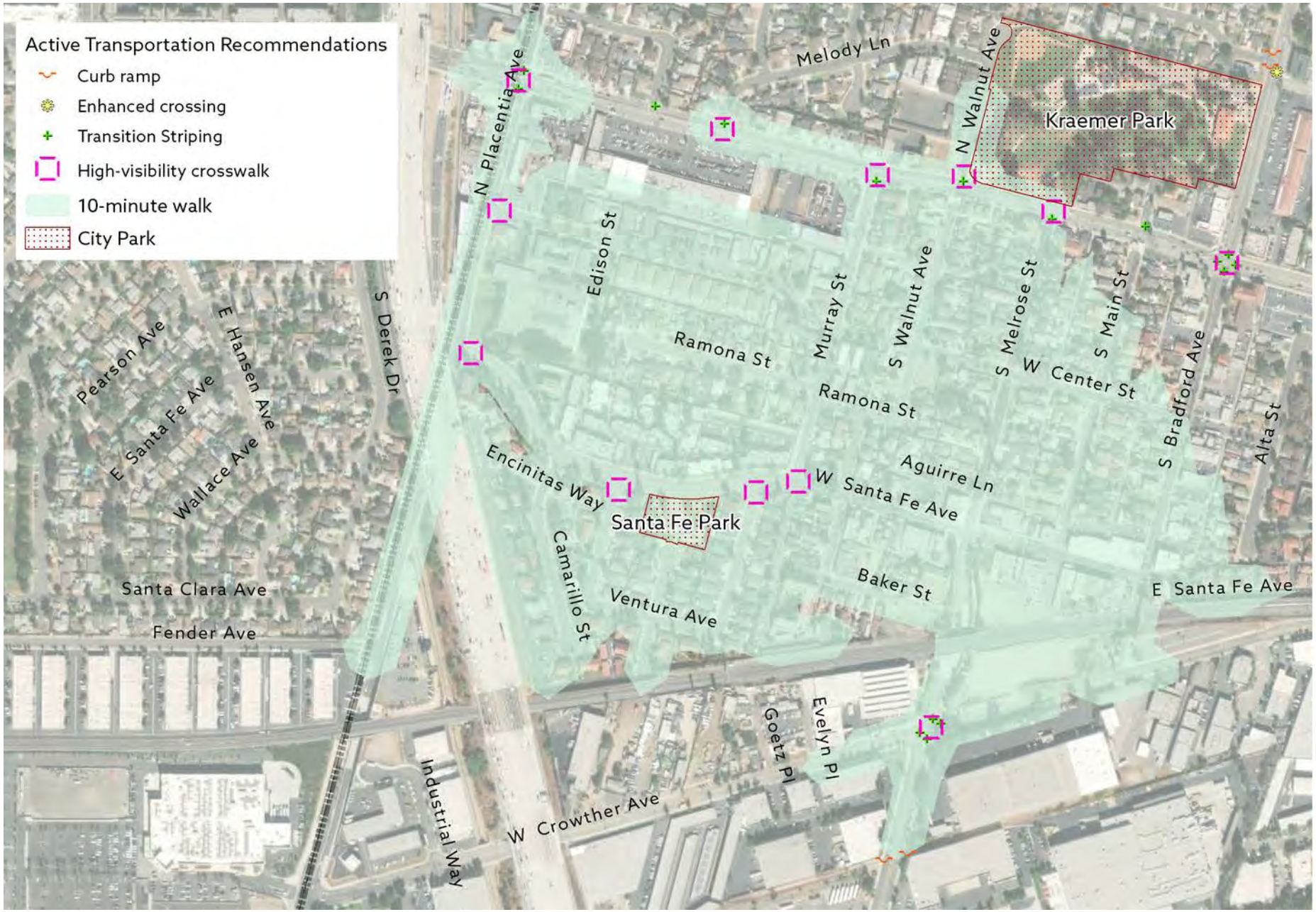


Figure 4-26: Santa Fe Park Travelshed

Tuffree Park

Tuffree Park is located in northwest Placentia and is accessed via Tuffree Boulevard and Fremont Avenue. The park offers several opportunities for passive and active recreation with the available playground features, benches, picnic tables, handball courts, and multi-purpose room.

Potential improvements include ADA upgrades, playground surface repair, security lighting, turf damage repair, park furnishings upgrades, and ball field repairs.

All areas of the park are currently programmed and being utilized at appropriate levels. No additional programs or park amenities are recommended at this time except for the general park improvements described above.

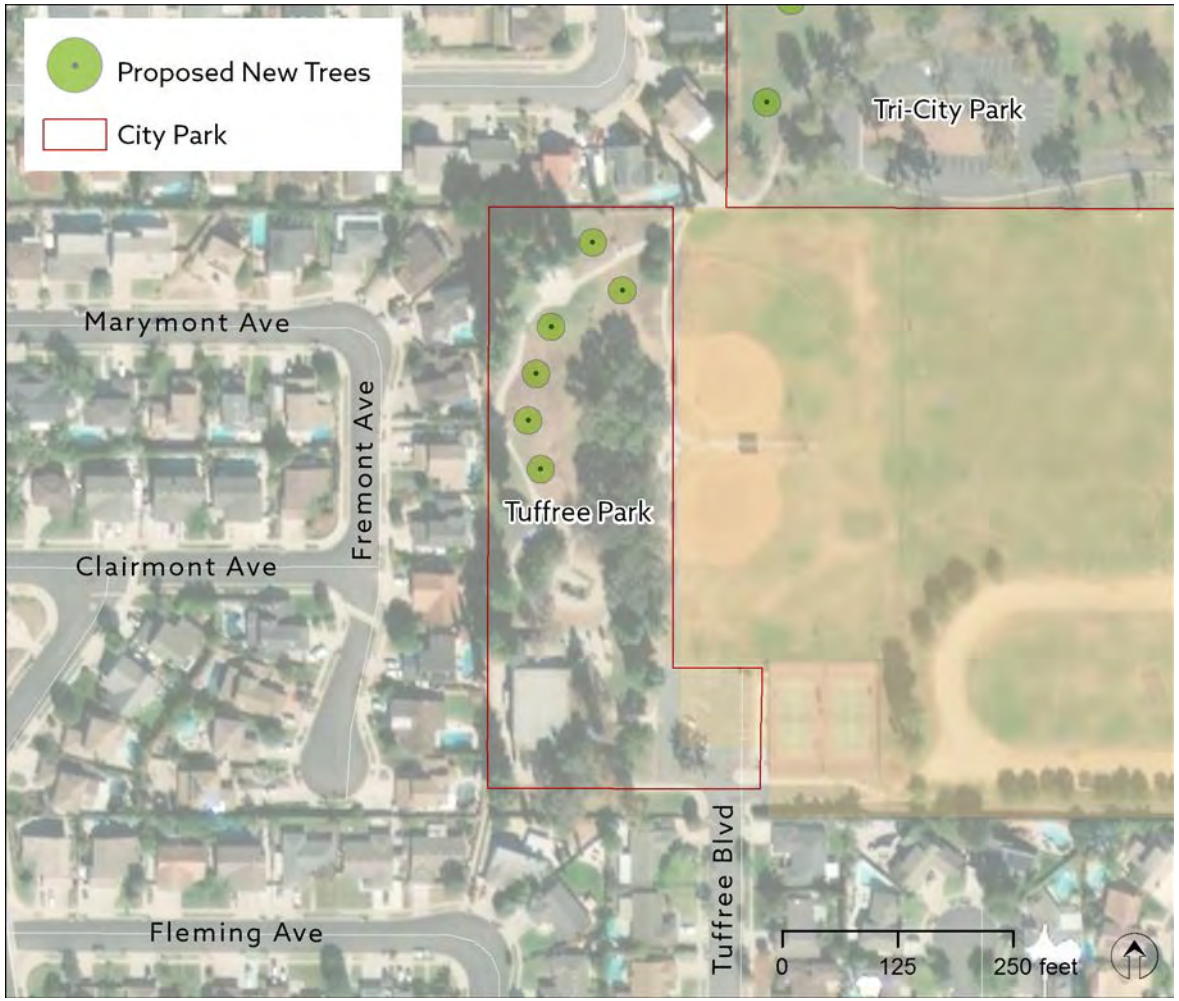


Figure 4-27: Tuffree Park Infill/Expansion Potential

Recommendations

- ADA upgrades throughout the park
- Park identification signage
- Add safety and security lighting as needed
- Repair / replace damaged turf throughout
- Repair / replace damaged playground surfaces
- Repaint handball courts
- Replacing fencing around baseball fields
- Provide additional park furnishings
- Coordinate ball field repairs with school per joint-use-agreement

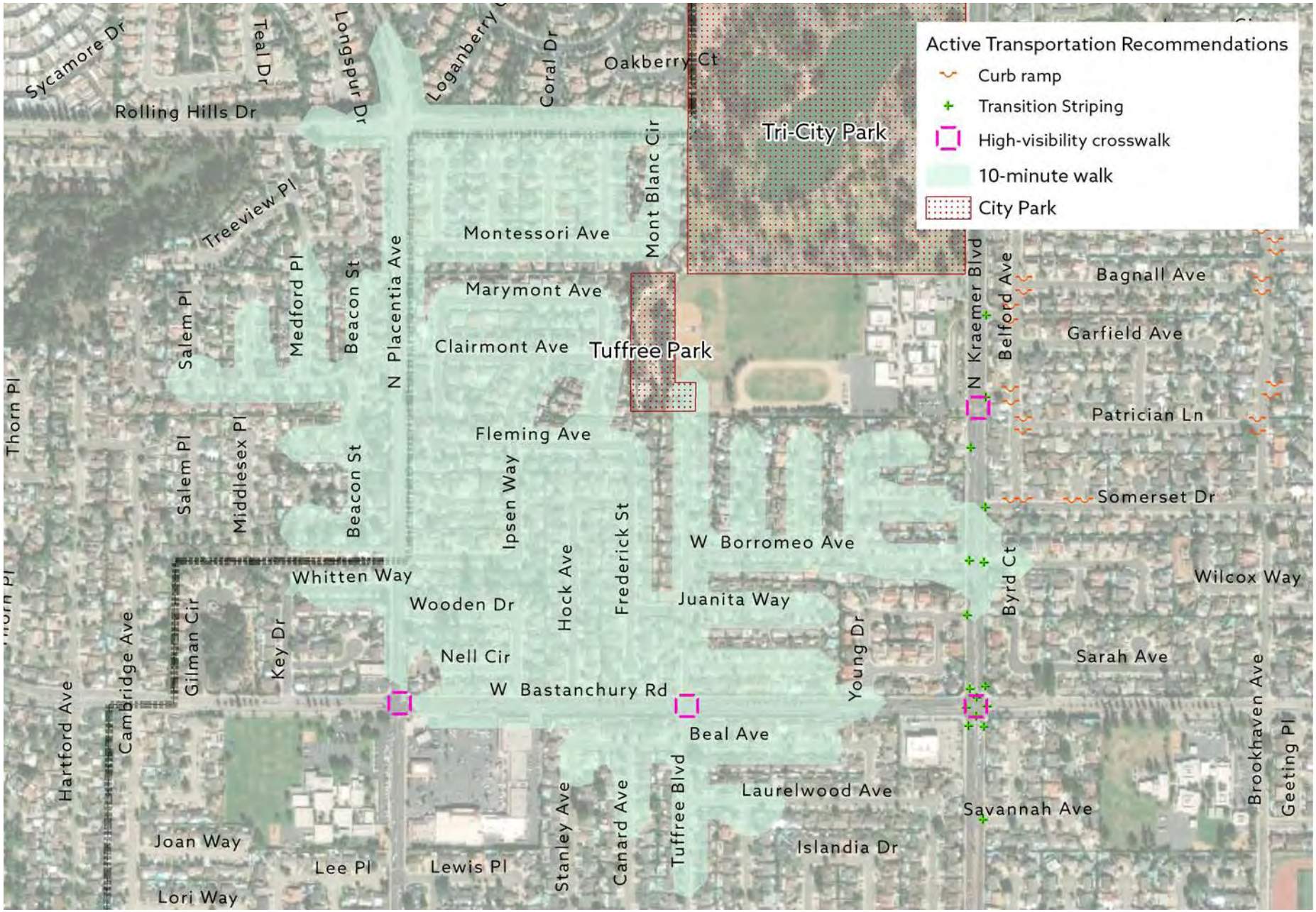


Figure 4-28: Tuffree Park Travelshed

Wagner Park

Wagner Park is located in central Placentia and is accessed via Trumpet Avenue and Cartlen Drive. The park offers opportunities for passive recreation activities with the available playgrounds, picnic tables, benches, and open grass areas.

Potential improvements include ADA upgrades, playground surface repairs, park identification signage, turf damage repair, shading around playground, replacing cracked concrete walkways, and park furnishings upgrades.

Table 4-13: Park Infill/Expansion – Wagner Park

		Area 1
Infill Facility Types	**Typical SF**	**55,241**
Ball Field	30,000-100,000	
Bocce Ball/Shuffleboard	5,000-10,000	•
Community Center/Gym	25,000-70,000	
Court Sports	2,000-5,000	•
Dog Park	10,000-75,000	•
Exterior Exercise Areas	5,000-20,000	•
Picnic Areas	500-1,500	•
Playgrounds	4,000-6,000	•
Soccer Field	14,000-75,000	
Non-Traditional Recreation Facilities		
Adventure Playgrounds	4,000-6,000	•
Community Garden	10,000-40,000	•
Disk Golf Course	50,000-200,000	•
Pump Track/Bike Skills Course	10,000-20,000	
Pickleball	25,000-35,000	•
Skate Park	10,000-35,000	
Skate Spot	1,500-10,000	
Small Performance Stage	15,000	
Tennis	7,000-28,000	
Volleyball	4,000-16,000	



Figure 4-29: Park Infill/Expansion – Wagner Park

Recommendations

- ADA upgrades throughout the park
- Replace outdated playground equipment
- Repair / replace damaged playground surfaces
- Replace park furnishings
- Park identification signage
- Add safety and security lighting as needed
- Repair / replace damaged turf throughout
- Replace cracked concrete walkways within park

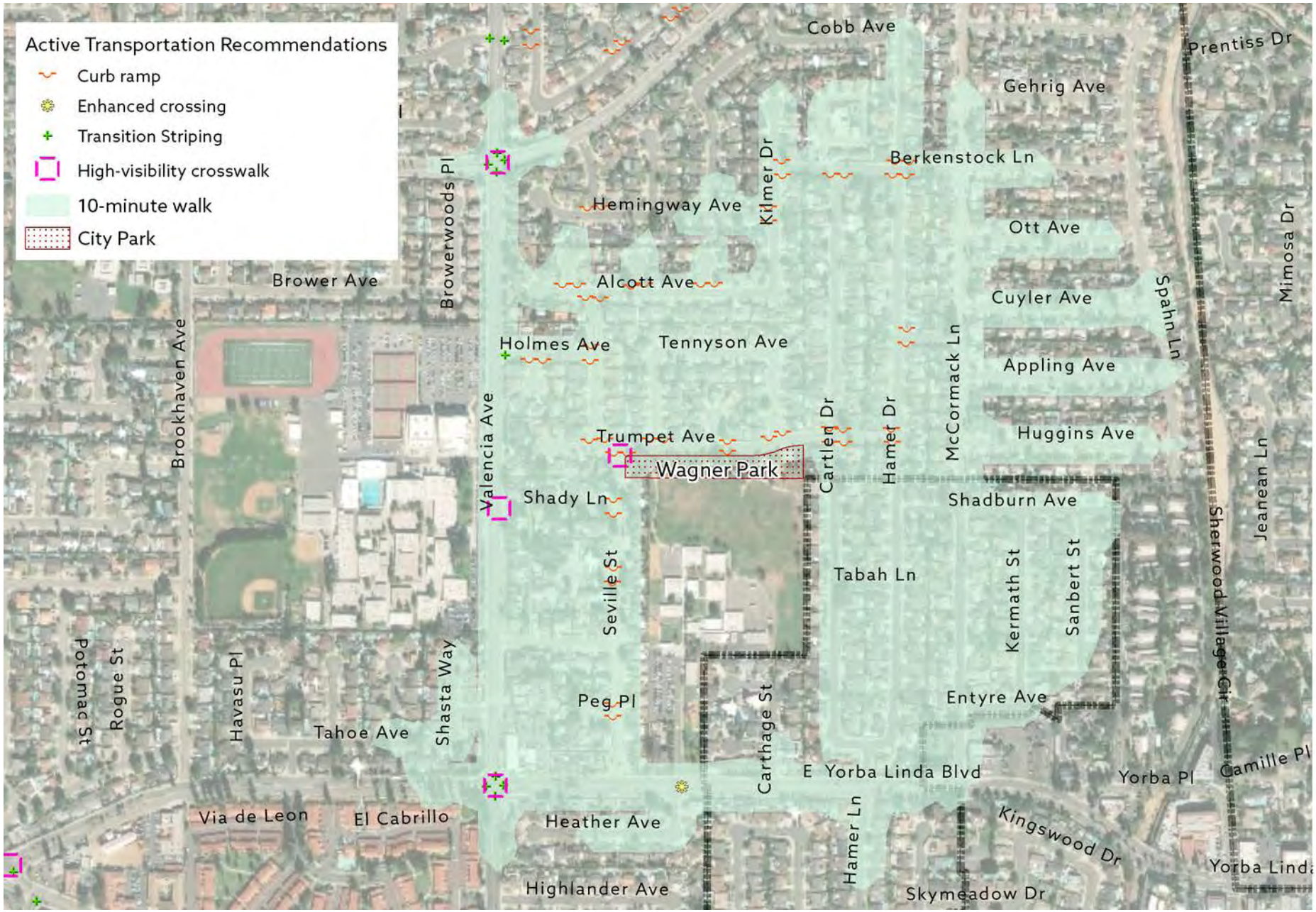


Figure 4-30: Wagner Park Travelshed

Tri-City Park

Tri-City Park is located in northwest Placentia and is accessed via Kraemer Boulevard, Golden Avenue, and Rolling Hills Drive. The park is managed by the County of Orange and offers many opportunities for passive and active recreation with the available grass areas, playground features, benches, picnic tables, multi-use paths, and fishing lake.

This park is owned, operated, and maintained by County of Orange and not within Placentia's jurisdiction; however, it serves as a valuable recreational resource to the community.



Figure 4-31: Tri-City Park Infill/Expansion Potential

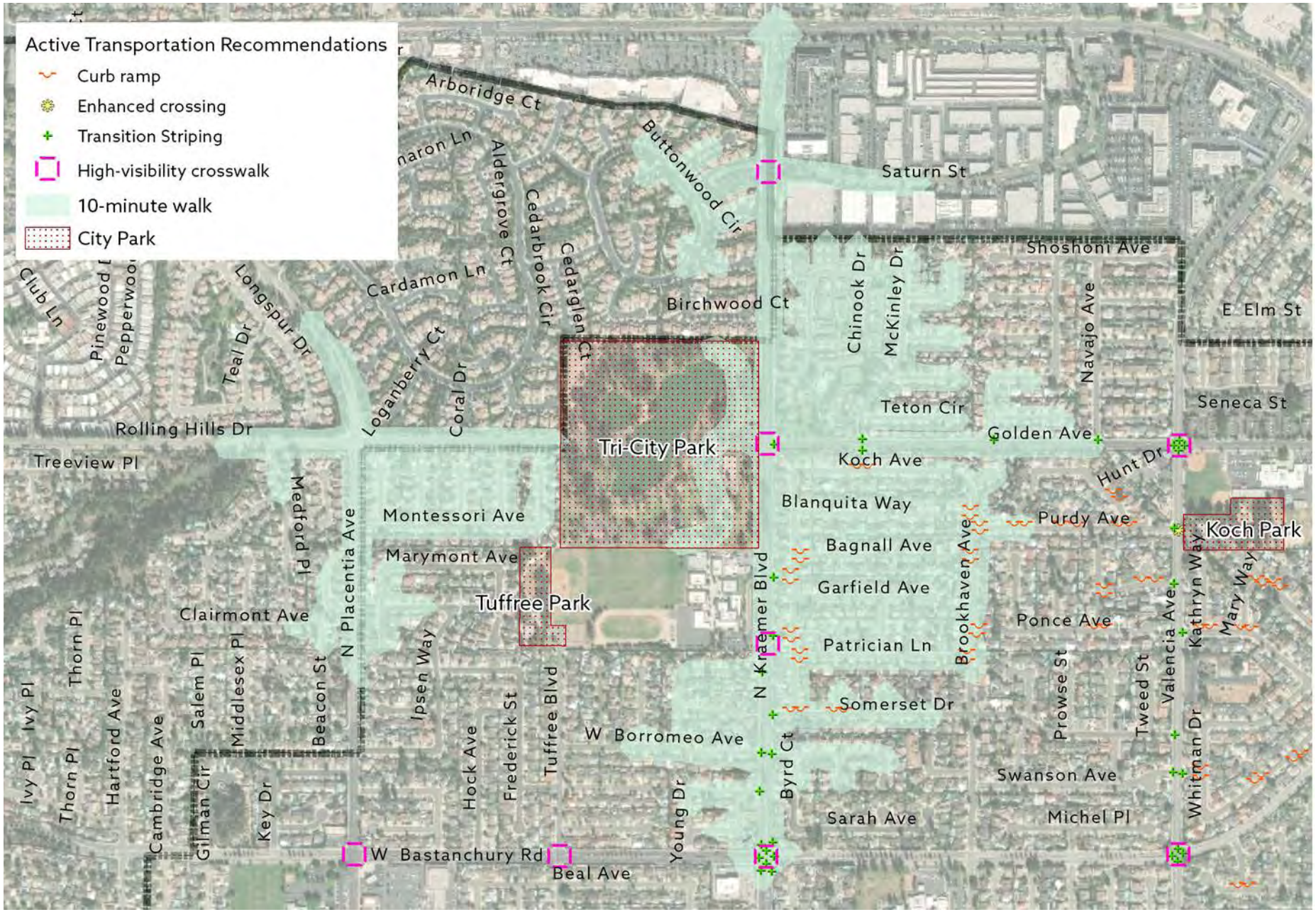


Figure 4-32: Tri-City Park Travelshed

Park Prioritization Process

The park prioritization process combines a data-drive processes and City feedback. The process uses the four submodels described below to create this prioritized list of parks.

Demographic Submodel

The demographic submodel accounts for the following factors calculated for the 10-minute walksheds of each park.

- Population Density
- Percent of Population Under 5
- Percent of Population Age 5-17
- Percent of Population Age 65+
- Percent of Population Below Poverty Level
- Percent of Population that bikes to work (proxy variable for likelihood of using active modes to nearby parks)
- Percent of Population that walks to work (proxy variable for likelihood of using active modes to nearby parks)

Walkshed Improvements Submodel

For each proposed pedestrian improvement, the walkshed improvements submodel accounts for the distance to the closest park, the number of parks within a 10-minute walkshed, and the distance to the closest park.

Deferred Park Improvements Submodel

Each park was assessed for the degree of needed maintenance as of the writing of this report.

CalEnviroScreen Submodel

For the 10-minute walkshed of each park, the average Statewide percentiles from CalEnviroScreen 3.0 were calculated.

Park Prioritization List

The following table depicts the park rankings based on the results of the prioritization model. The ranking of each park, albeit important, is meant to be used as a guide for future funding or grant opportunities.

Rank #	Park	Score
1	Jaycee Parkette	55.19
2	McFadden Park	54.81
3	La Placita Parkette	47.96
4	Parque de Los Ninos	46.31
5	Wagner Park	46.11
6	Kraemer Park	45.30
7	Koch Park	44.68
8	Santa Fe Park	44.51
9	Parque del Arroyo Verde	43.90
10	Parque de Los Vaqueros	39.57
11	Tuffree Park	39.47
12	Champions Sports Complex	39.44
13	Tri-City Park	36.76
14	Goldenrod Park	34.03
15	Bradford Park	33.38
16	Richard R. Samp Park	26.46

Table 4-14: Park Prioritization

Rendered graphics were created for the five parks included on this map. These graphics can be used to support future funding efforts.

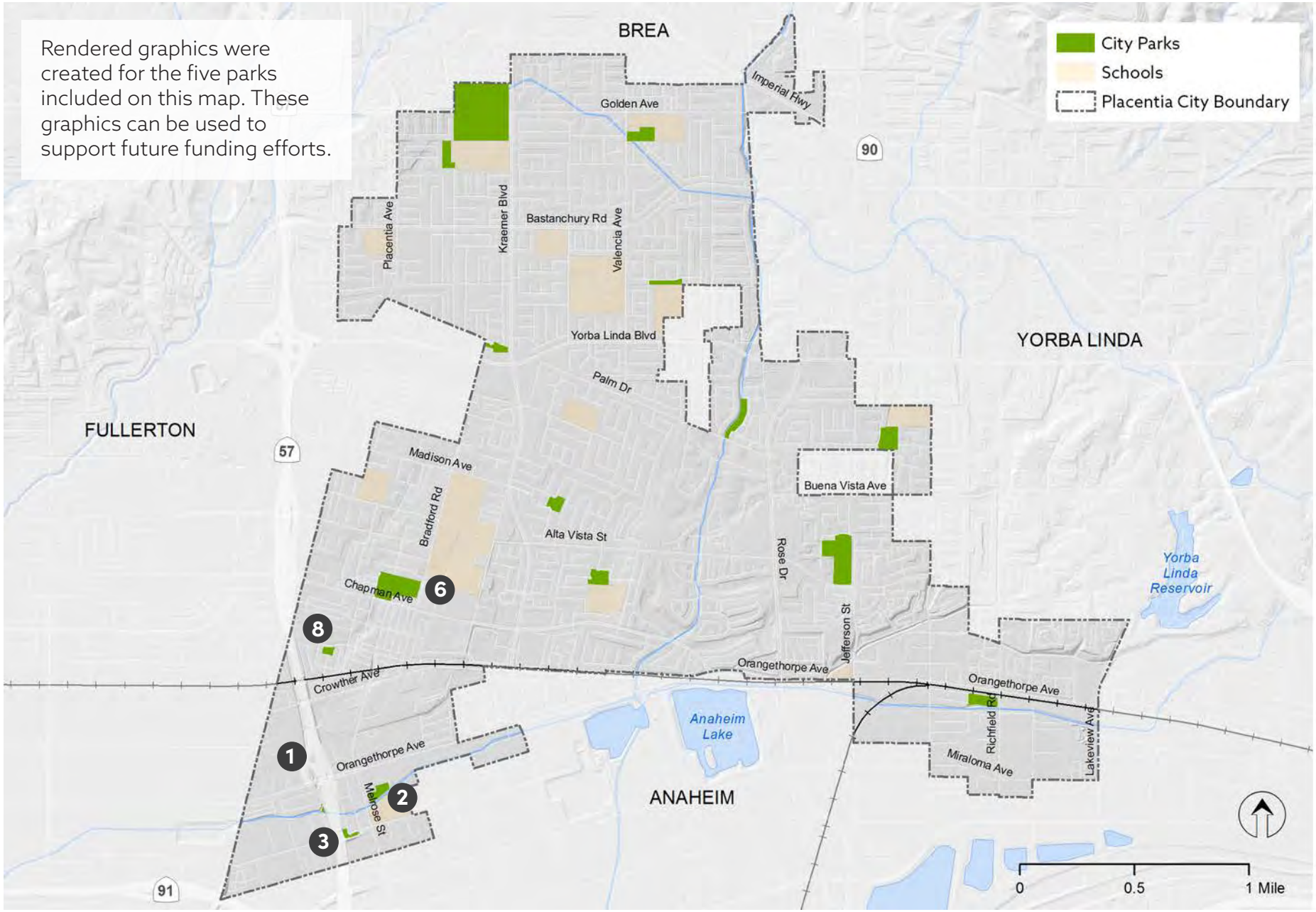




Figure 4-33: Jaycee Parkette Concept Plan



Figure 4-34: McFadden Park Concept Plan

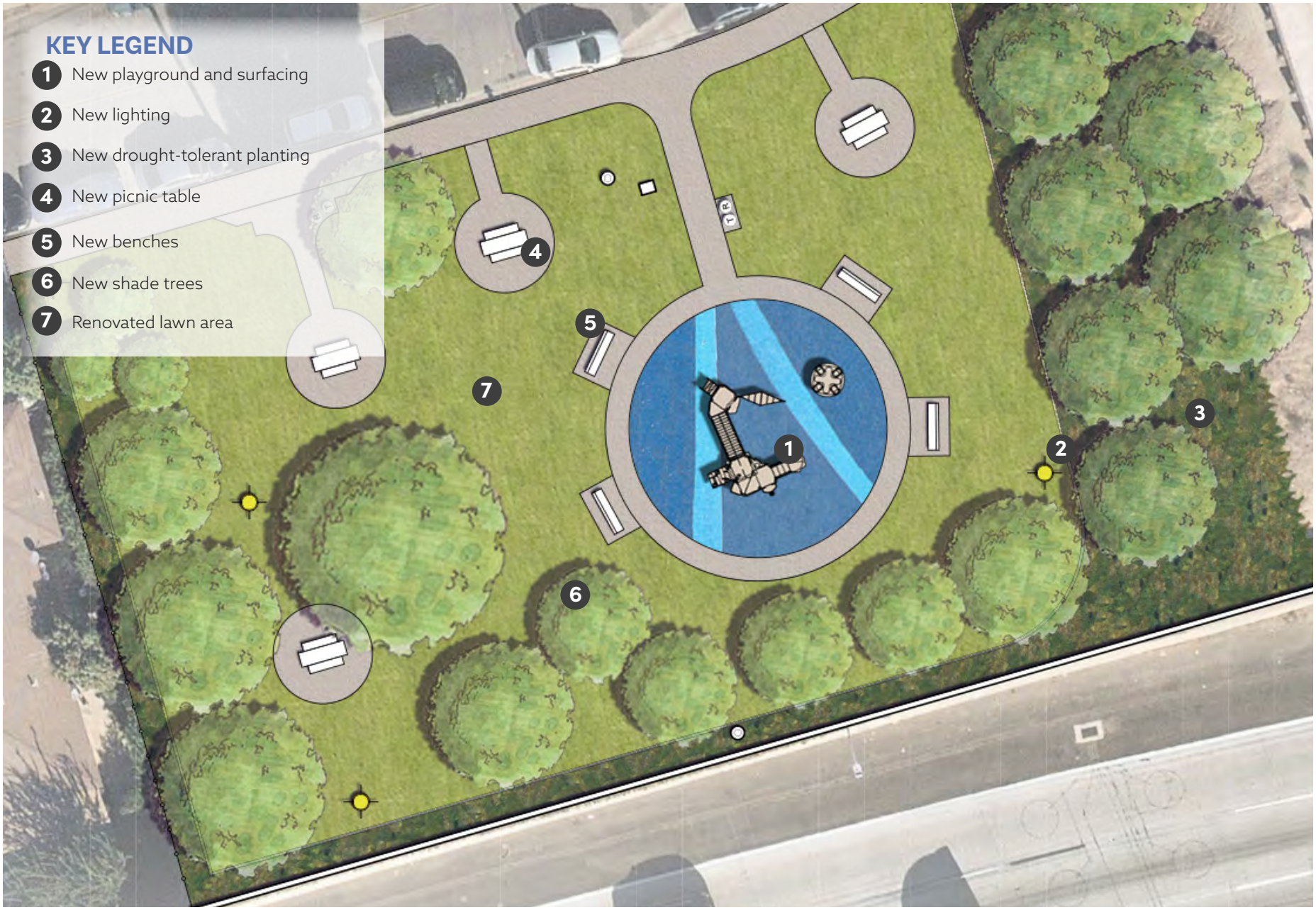


Figure 4-35: La Placita Parkette Concept Plan



Figure 4-36: Kraemer Park Concept Plan

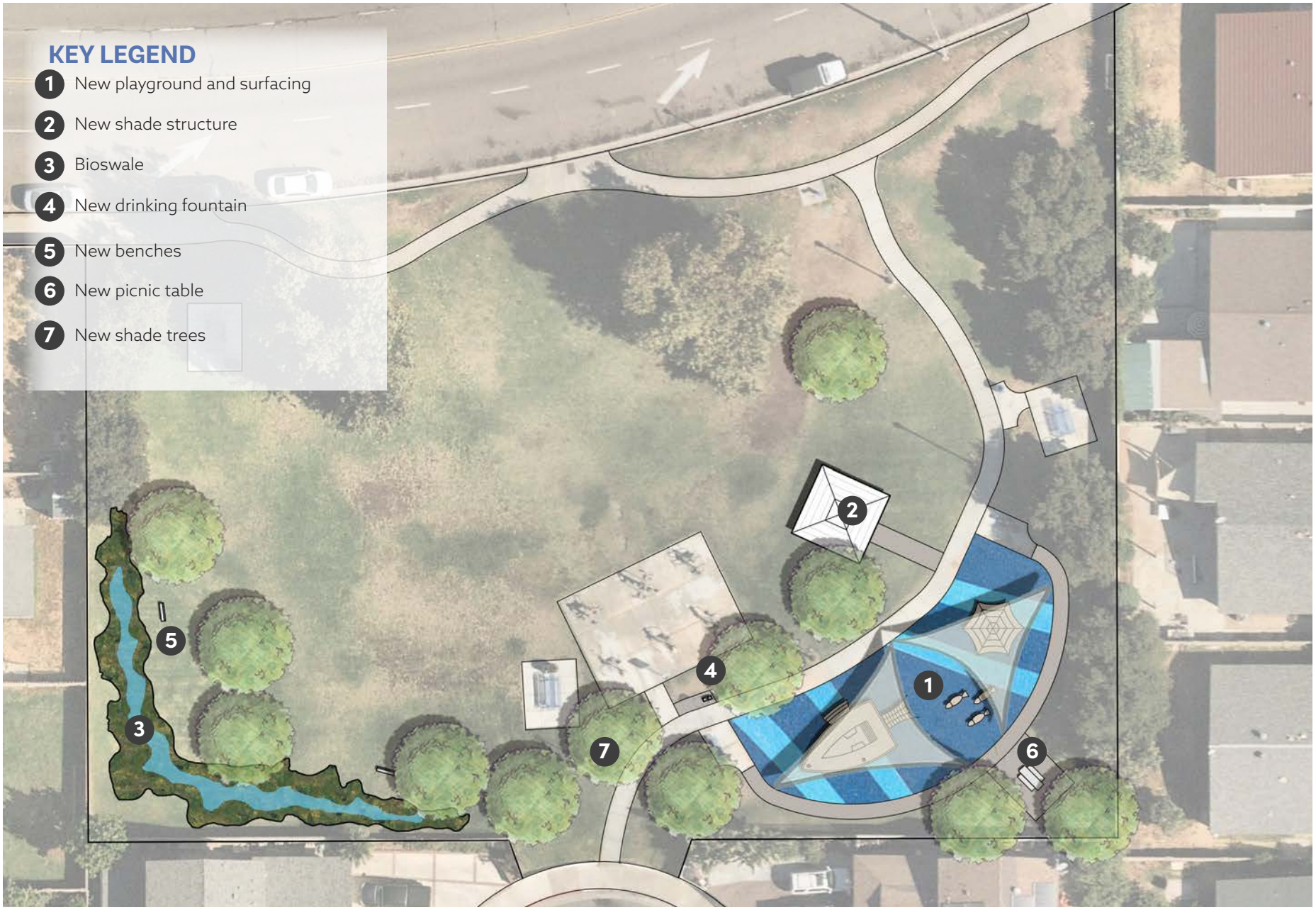


Figure 4-37: Santa Fe Park Concept Plan

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Linear Park and Multi-Use Path Opportunities

Identifying linear park or multi-use path opportunities throughout Placentia was one of major goals of this Plan. The team reviewed aerial maps and conducted field work to identify locations for potential improvements.

Part of the exercise was to determine where in Placentia city-owned vacant parcels, flood control channels, railroad corridors, or streets with excess right-of-way were located. These types of locations provide the space needed to design and implement linear parks, multi-use paths, or a combination of the two for current and future Placentia residents to enjoy. They provide new opportunities for recreation, exercise, or comfortable connections to and from parks and other local destinations. These features will also help reduce the City's overall vehicle miles traveled and help reduce the carbon footprint. Furthermore, they help close park deficiencies identified in the level of service analysis discussed in Chapter 2 of this Plan.

To the right are a few examples both locally and from across the country where planners, engineers, and landscape architects came together to design and build linear parks or multi-use paths. Figure 4-38 depicts linear park and multi-use path opportunities identified throughout Placentia that are broken into different segments throughout the City. The map is supported by photos of a small sample of existing locations that depict their existing conditions.

Linear Park or Multi-Use Path Examples

1 City of Santa Ana, Pacific Electric Trail

The Pacific Electric Trail is a two-mile, multi-use path found in central-east Santa Ana that provides residents recreational and transportation opportunities. Additional amenities along the trail include playground equipment and outdoor exercise stations. The trail provides connections to Downtown Santa Ana, the Pacific Electric Park, and other trail connections at its southern terminus.

2 City of Brea, The Tracks at Brea

The Tracks at Brea is a 50-acre, four mile long linear park that provides Brea residents recreational and transportation opportunities. The corridor features a two-way bike path, pedestrian path, outdoor exercise equipment, bike repair stations, seating areas, shade structures, themed gardens, and green infrastructure, among other amenities. The corridor was created with the help of a volunteer community task force.

3 City of Chicago, The Bloomingdale Trail (The 606)

The 606 is a linear park and greenway trail network found throughout northwest Chicago. The Bloomingdale Trail is the backbone to this network, providing residents recreation and transportation opportunities along its 2.7 miles. The trail was originally a railroad that was converted into a greenway after the City partnered with local neighborhood groups and The Trust for Public Land.

4 City of Atlanta, The BeltLine

The BeltLine is a planned 22-mile loop of multi-use paths and parks that will eventually connect 45 neighborhoods in Atlanta along railroad corridors that once serviced the city. As of 2019, the BeltLine consists of five trails and seven parks that welcome approximately two million visitors each year. The BeltLine was a grassroots initiative of local citizens and leaders to create a comprehensive approach to transportation, land use, open space, and sustainability.



Exercise equipment and playground features along Santa Ana's PE Trail



Outdoor exercise equipment along The Tracks at Brea



Site furnishings and lighting along Chicago's Bloomingdale Trail



Art installations along the Atlanta BeltLine path



Flood control channel and service road adjacent to Parque del Arroyo Verde



Opportunities for linear park elements or multi-use path on Alta Vista St.



Flood control channel adjacent to Parque de Los Ninos



Flood control channel and service road adjacent to McFadden Park

Project #	Length (Miles)
1	1.2
2	0.4
3	0.2
4	0.7
5	0.7
6	2.0
7	0.2
8	1.1
9	0.4
10	0.4
11	3.0
12	0.7

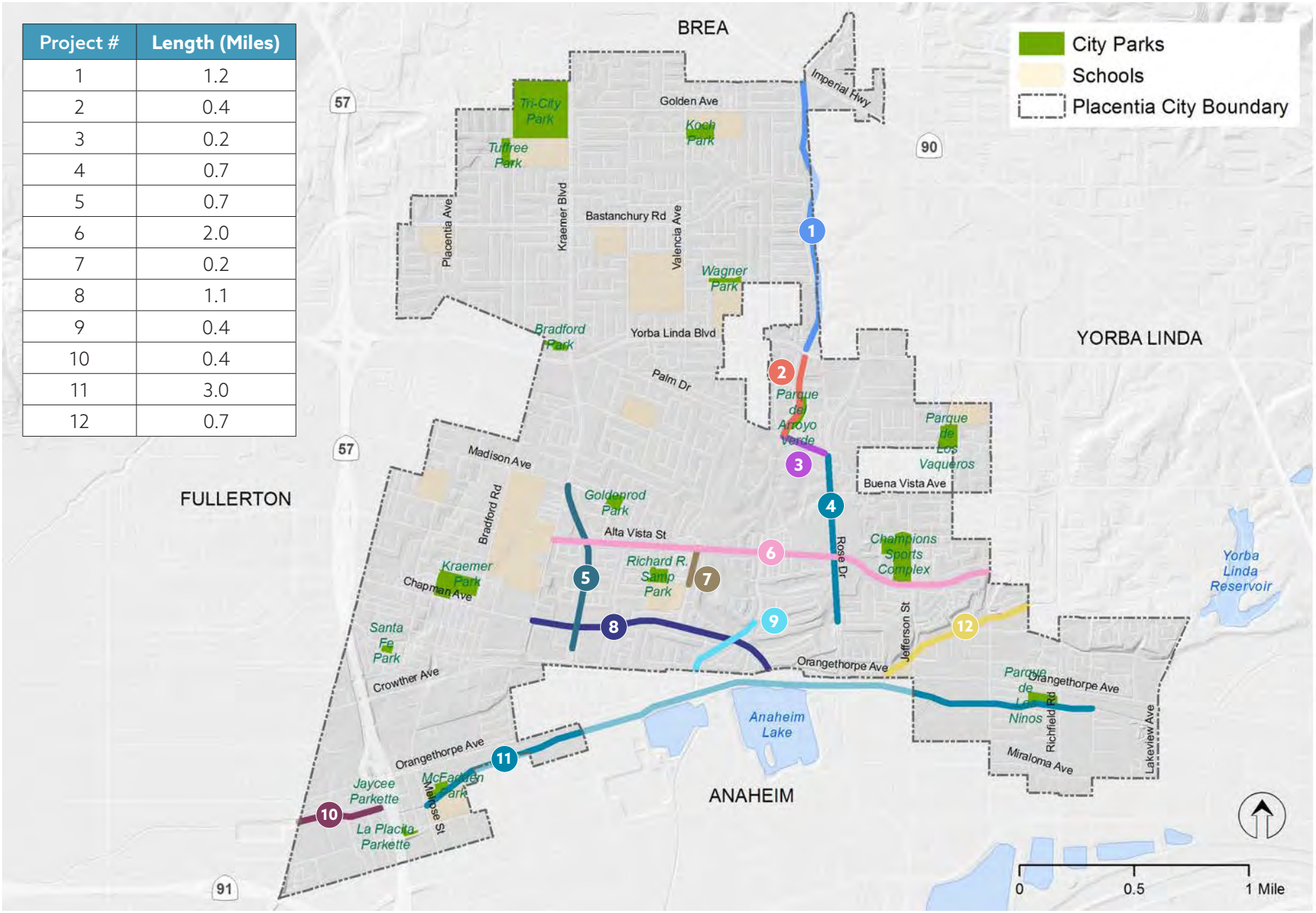


Figure 4-38: Linear Park and Multi-Use Path Opportunities

Linear Park and Multi-Use Path Amenities

The following section describes amenities that are commonly found along linear parks and multi-use paths. These amenities can vary in design but they may incorporate a theme to reflect the area's history or culture. The local context and community of Placentia should be considered when selecting amenities.

- Benches / rest stops
- Picnic tables
- Trash and recycling receptacles
- Small plazas or gathering spaces
- Shade trellis / shade structures
- Restroom
- Pedestrian-scale lighting
- Small playground features / play pockets
- Exercise equipment
- Bicycle parking
- Bicycle fix-it stations
- Public art
- Green infrastructure such as rain gardens
- Trees
- Themed gardens such as butterfly gardens
- Demonstration gardens
- Interpretive signage
- Wayfinding signage
- Geocaching markers
- Mile markers
- Drinking fountains / dog bowls
- Emergency call boxes



Small playground, City of Santa Ana



Benches and trash receptable, City of Brea



Bicycle parking, City of Brea



Interpretive signage, City of Brea



Rain garden, City of Brea

Linear Park and Class 1 Multi-Use Path Vignettes

The linear park and multi-use path opportunities identified in Figure 4-33 exist within flood control channels or along excess right-of-way along main corridors. The following two vignettes depict potential improvements that can be designed for these two conditions. Figure 4-34 depicts improvements along flood control channels with typical widths of 14 feet. Figure 4-35 depicts improvements for street corridors with typical widths of 30 to 35 feet.

1. Class 1 multi-use path
2. Amenities i.e. trash bins or water bottle stations
3. New trees and drought-tolerant landscaping
4. Recreation elements i.e. exercise equipment
5. Enhanced fencing

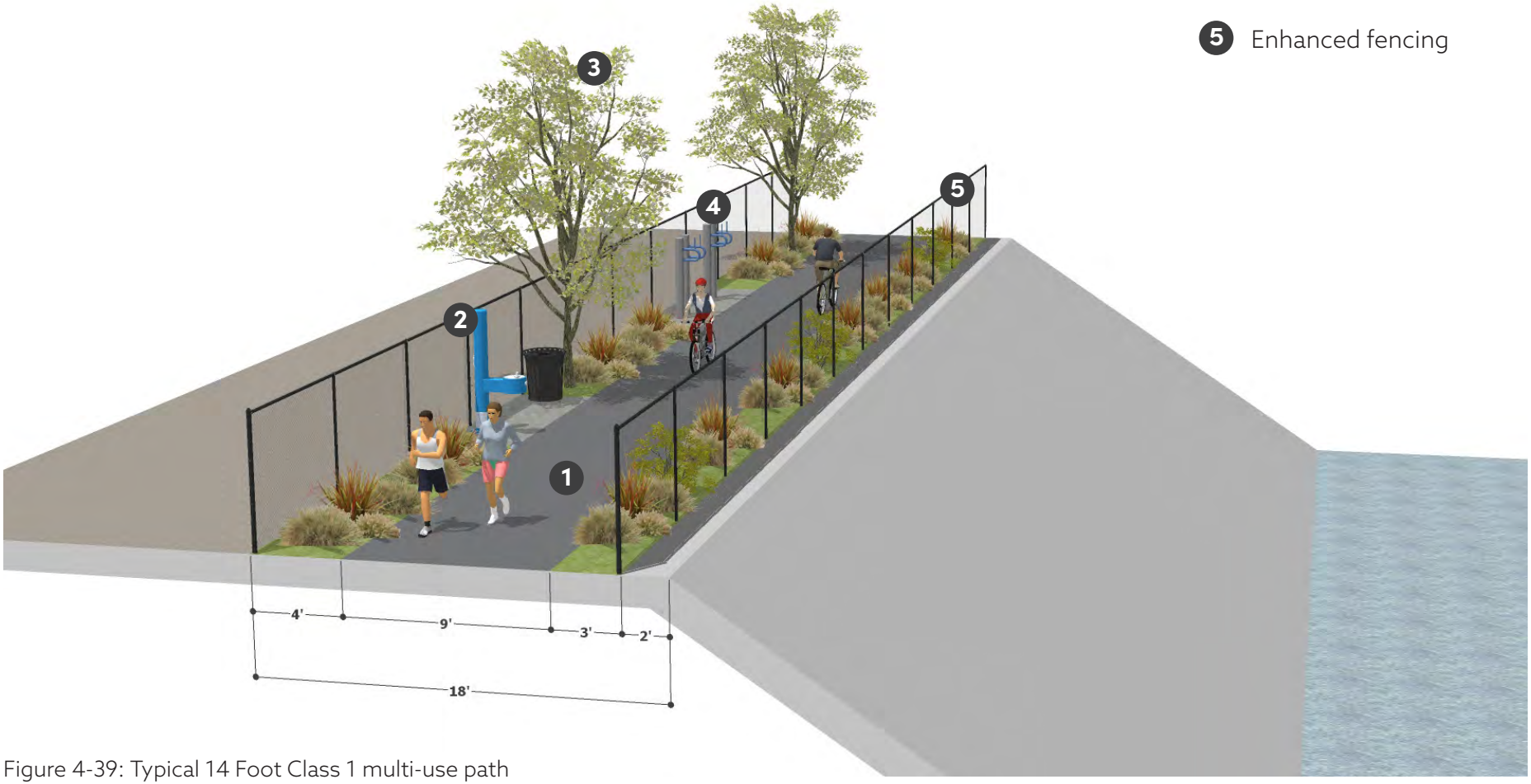


Figure 4-39: Typical 14 Foot Class 1 multi-use path

1. Gathering space w/ amenities i.e. seating, shading, trash bins, or water bottle filling stations
2. Soft-surface pedestrian path
3. Class 1 multi-use path
4. Drought-tolerant trees and landscaping
5. Recreation elements i.e. exercise equipment

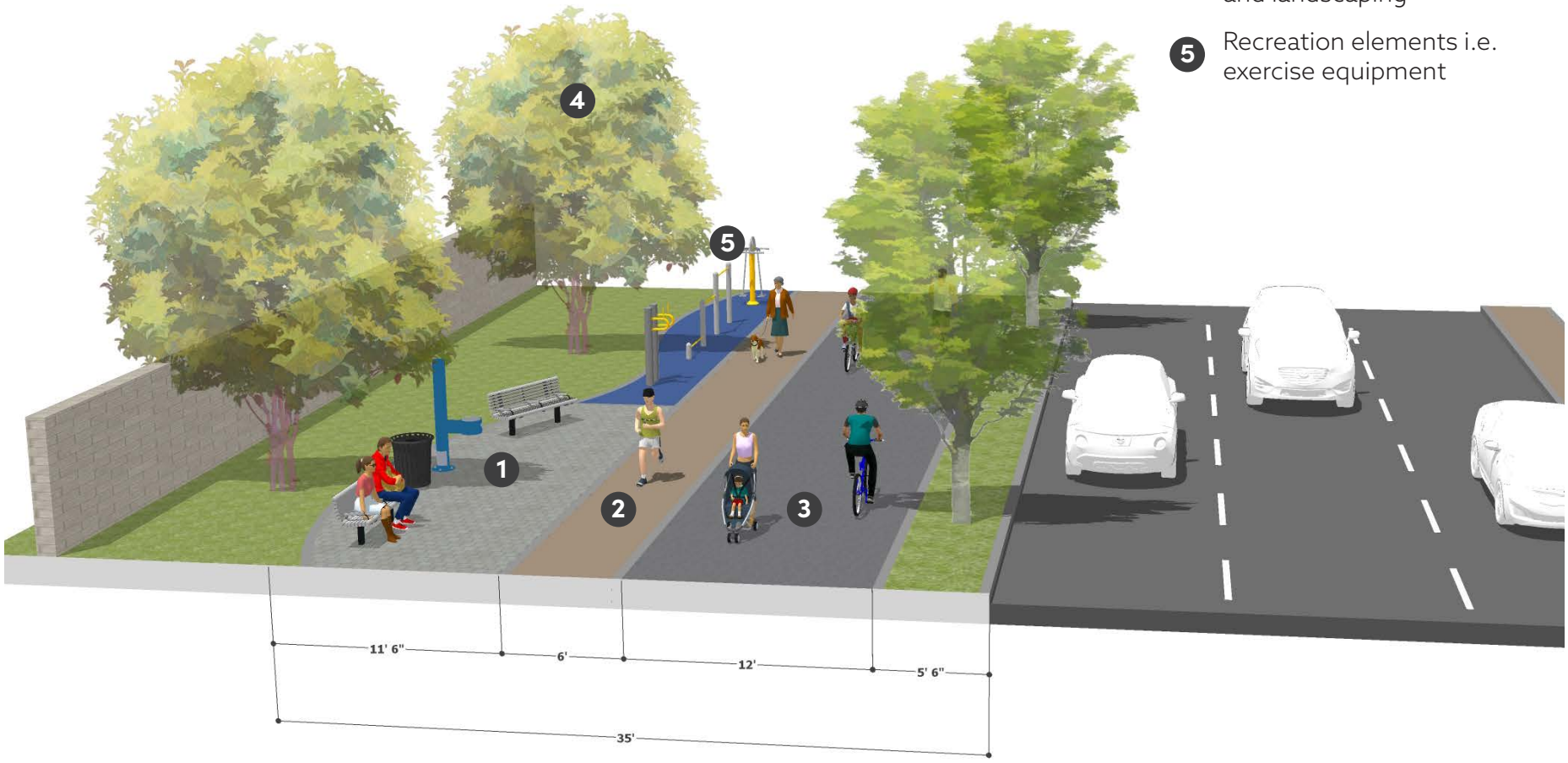


Figure 4-40: Typical 30-35 Foot Class 1 multi-use path

Greenhouse Gas Emission Reduction Analysis

The Greenhouse Gas Emission Analysis in this Plan consists of understanding the important role trees have in trapping greenhouse gases before they reach the atmosphere.

Trees absorb and store key greenhouse gases before they reach the upper atmosphere where they can help trap heat around the Earth's surface. Carbon sequestration is the process where CO2 is pulled from the atmosphere and stored for a long period of time. The terrestrial approach consists of trees absorbing carbon during photosynthesis and storing it in the tree's wood.

This Plan utilized the i-Tree calculator to better understand where the City of Placentia stands in current levels of carbon sequestration. The i-Tree calculator is a comprehensive, state-of-the-art, peer-reviewed software suite from the USDA Forest Service that provides urban and rural forestry analysis and benefits assessment tools. Communities, non-profit organizations, consultants, volunteers, and students around the world have used i-Tree to report on individual trees, parcels, neighborhoods, and cities.

The following infographics depict the results from the iTree calculator using available tree data. The first set of infographics depict the amount of carbon sequestration taking place with the existing trees in the City. The second set of infographics depict carbon sequestration quantities based on an estimated number of new trees planted in either streetscape projects, existing park projects, and proposed linear park / multi-use path corridors.

Additional Guidance

Inevitably, the City of Placentia will continue to develop and change. With any building improvements or new construction, trees should always be considered within the development to increase the urban tree canopy. There is a long list of things to consider when selecting a tree for a site or space. Certain species may be more appropriate than others for various reasons.

As part of the goal to maximize carbon sequestration, the following should be taken into consideration:

- Trees with large leaves and wide crowns enable the highest levels of photosynthesis;
- Fast growing trees store the most carbon during their first decades, this being a tree's most productive period; and
- Long-lived trees can keep carbon stored for generations without releasing it in decomposition.

Recommended Trees for Southern California

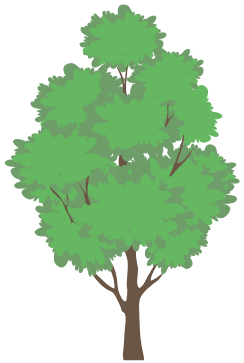
The following trees have been identified as excellent choices for carbon sequestration.

- Liquidambar styraciflua, American sweetgum (parks only)
- Pinus species, Pines (parks and parkways)
- Quercus species, Oaks (parks and parkways)
- Platanus x acerifolia, London plane (parks and parkways)
- Liriodendron tulipifera, Tulip tree (parks and parkways)
- Taxodium distichum, Bald cypress (parks and parkways)

Recommended Tree Pallette

The following table includes a recommended list of trees that can be planted in Placentia. The trees in the table were selected based on the regions growing climate, the maintenance, height, canopy, and potential to sequester carbon.

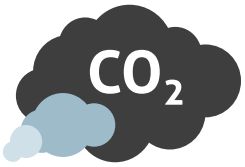
Carbon Sequestration: Existing Trees



7,652

Existing Trees in Placentia



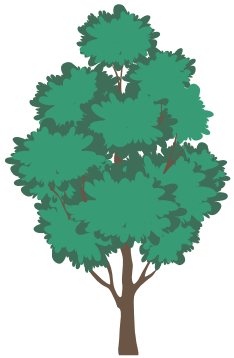




8,089,715 lbs

of carbon dioxide captured over the next 30 years by existing trees in Placentia

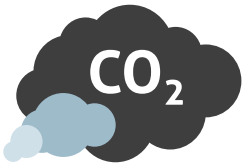
Carbon Sequestration: Proposed Trees



2,134

Proposed Trees in Placentia







16,090,900 lbs

of carbon dioxide captured over the next 30 years by trees proposed in this Plan

Scientific Name	Common Name	Type	Mature H x W	Carbon Sequestration (lbs) (Assumes equal perimeters)	Minimum Parkway Requirements (feet)	Flowering Tree	Fall Color
Agonis flexuosa	Peppermint tree	Evergreen	30' x 25'	1,809	5'		
Albizia julibrissin	Mimosa or Silk Tree	Deciduous	60' x 40'	95	5'	•	
Arecastrum romanzoffianum	Queen Palm	Evergreen	50' x 20'	19,335	3'		
Bauhinia blakeana	Hong Kong Orchid Tree	Deciduous	20' x 20'	1,966	3'	•	
Bauhinia variegata 'Purpurea'	Purple Orchid Tree	Semi	30' x 20'	1,966	5'	•	
Betula nigra	River Birch	Deciduous	80' x 50'	3,865	8'		•
Brachychiton populneus	Bottle Tree	Evergreen	40' x 30'	82,964	5'	•	
Callistemon citrinus	Lemon Bottlebrush	Evergreen	15' x 10'	318	3'	•	
Callistemon viminalis	Weeping Bottlebrush	Evergreen	30' x 20'	251	5'	•	
Calocedrus decurrens	Incense Cedar	Evergreen	60' x 30'	1,325	5'		
Calodendron capense	Cape Chestnut	Semi	40' x 40'	26,053	5'	•	
Cassia leptophylla	Gold Medallion	Semi	20' x 30'	1,324	5'	•	
Cedrus deodara	Deodar Cedar	Evergreen	40' x 80'	5,204	8'		
Celtis sinensis	Chinese Hackberry	Deciduous	50' x 50'	731	8'		
Cercis canadensis 'Forest Pansy'	Eastern Redbud	Deciduous	20' x 15'	95	3'	•	•
Cercis reniformis 'Alba'	Texas White Redbud	Deciduous	20' x 20'	95	3'	•	•
Chionanthus retusus	Chinese Fringe Tree	Deciduous	20' x 15'	No Data Available	3'	•	•
Chitalpa tashkentensis	Chitalpa	Deciduous	25' x 25'	No Data Available	3'	•	
Cinnamomum camphora	Camphor Tree	Evergreen	50' x 60'	7,215	8'		
Fraxinus velutina	Modesto Ash	Evergreen	50' x 40'	858	5'		•
Ficus benjamina	Weeping Fig	Evergreen	30' x 30'	7,357	3'		
Geijera parviflora	Australian Willow	Evergreen	40' x 25'	60,008	5'		
Ginkgo biloba	Maidenhair Tree	Deciduous	60' x 40'	2,678	5'		•
Hymenesporum flavum	Sweetshade	Evergreen	40' x 20'	No Data Available	3'	•	
Jacaranda mimosifolia	Jacaranda	Deciduous	40' x 50'	3,431	5'	•	
Koelreuteria bipinnata	Chinese Flame Tree	Deciduous	50' x 50'	952	8'	•	•
Koelreuteria paniculata	Goldenrain Tree	Deciduous	25' x 25'	No Data Available	5'	•	•
Lagerstroemia indica	Crape Myrtle	Deciduous	25' x 20'	741	3'	•	•
Laurus nobilis	Grecian Laurel	Evergreen	40' x 30'	No Data Available	5'		
Liquidambar styraciflua 'Rotundiloba'	Round-Leafed Sweetgum	Deciduous	60' x 35'	18,824	8'		•
Liriodendron tulipifera	Tulip Tree	Deciduous	80' x 40'		5'	•	•
Magnolia grandiflora	Magnolia	Evergreen	60' x 40'	16,465	8'	•	
Magnolia grandiflora 'Russett'	Russett Magnolia	Evergreen	20' x 15'	No Data Available	3'	•	
Magnolia grandiflora 'St. Mary'	St. Mary Magnolia	Evergreen	30' x 20'	No Data Available	3'	•	

Table 4-15: Tree Pallette

Scientific Name	Common Name	Type	Mature H x W	Carbon Sequestration (lbs) (Assumes equal perimeters)	Minimum Parkway Requirements (feet)	Flowering Tree	Fall Color
Magnolia grandiflora 'Majestic Beauty'	Majestic Beauty Magnolia	Evergreen	40' x 20'	No Data Available	5'	•	
Magnolia grandiflora 'Samuel Sommer'	Samuel Sommer Magnolia	Evergreen	40' x 30'	No Data Available	5'	•	
Melaleuca linariifolia	Flaxleaf Paperbark	Evergreen	30' x 30'	No Data Available	5'	•	
Melaleuca quinquenervia	Cajeput Tree	Evergreen	40' x 60'	1,809	5'		
Metasequoia glyptostroboides	Dawn Redwood	Deciduous	80' x 30'	No Data Available	8'	•	
Metrosideros excelsus	New Zealand Christmas Tree	Evergreen	40' x 40'	26,539	5'	•	
Nyssa sylvatica	Sour Gum	Deciduous	50' x 25'	No Data Available	5'		•
Pinus canariensis	Canary Island Pine	Evergreen	80' x 50'	3,366	8'		
Pistachia chinensis	Chinese Pistache	Deciduous	40' x 40'	No Data Available	5'		•
Pittosporum phillyraeoides	Willow Pittosporum	Evergreen	50' x 15'	No Data Available	3'		
Platanus mexicana	Sycamore Alamo	Deciduous	50' x 25'	No Data Available	5'		•
Platanus racemosa	Sycamore California	Deciduous	60' x 40'	3,682	8'		•
Platanus acerifolia	Sycamore London Plane	Deciduous	60' x 40'	No Data Available	8'		•
Podocarpus gracilior	Fern Pine	Evergreen	60' x 60'	2,239	8'		
Pyrus betulaefolia 'Southworth'	Dancer Pear	Deciduous	25' x 20'	No Data Available	3'	•	•
Pyrus calleryana var.	Pear	Deciduous	35' x 25'	24,302	3'	•	•
Quercus agrifolia	Coast Live Oak	Evergreen	70' x 100'	6,069	8'		
Quercus engelmannii	Mesa Oak	Evergreen	60' x 80'	No Data Available	8'		
Quercus ilex	Holly Oak	Evergreen	70' x 70'	8,728	5'		
Quercus rubra	Northern Red Oak	Evergreen	90' x 80'	No Data Available	8'		
Quercus suber	Cork Oak	Evergreen	100' x 100'	No Data Available	8'		
Quercus virginiana	Southern Live Oak	Evergreen	60' x 100'	No Data Available	8'		
Rhus lancea	African Sumac	Evergreen	30' x 30'	No Data Available	5'		
Sapium sebiferum	Chinese Tallow Tree	Deciduous	40' x 35'	No Data Available	5'		•
Sophora japonica	Japanese Pagoda Tree	Deciduous	40' x 40'	No Data Available	5'		
Tabebuia chrysotricha	Golden Trumpet Tree	Evergreen	25' x 20'	No Data Available	3'	•	
Tabebuia ipe	Lavender Bloom	Deciduous	30' x 30'	No Data Available	5'	•	
Tipuana tipu	Tipu Tree	Semi	50' x 60'	No Data Available	8'	•	
Tristania conferta	Brisbane Box	Evergreen	60' x 40'	No Data Available	5'	•	
Tristania laurina	Swamp Myrtle	Evergreen	20' x 10'	No Data Available	3'		
Ulmus parvifolia	Chinese Elm	Evergreen	60' x 70'	7,441	5'		•
Washingtonia robusta	Mexican Fan Palm	Evergreen	90' x 15'	43,778	3'		
Zelkova serrata	Sawleaf Zelkova	Deciduous	40' x 40'	No Data Available	8'		•

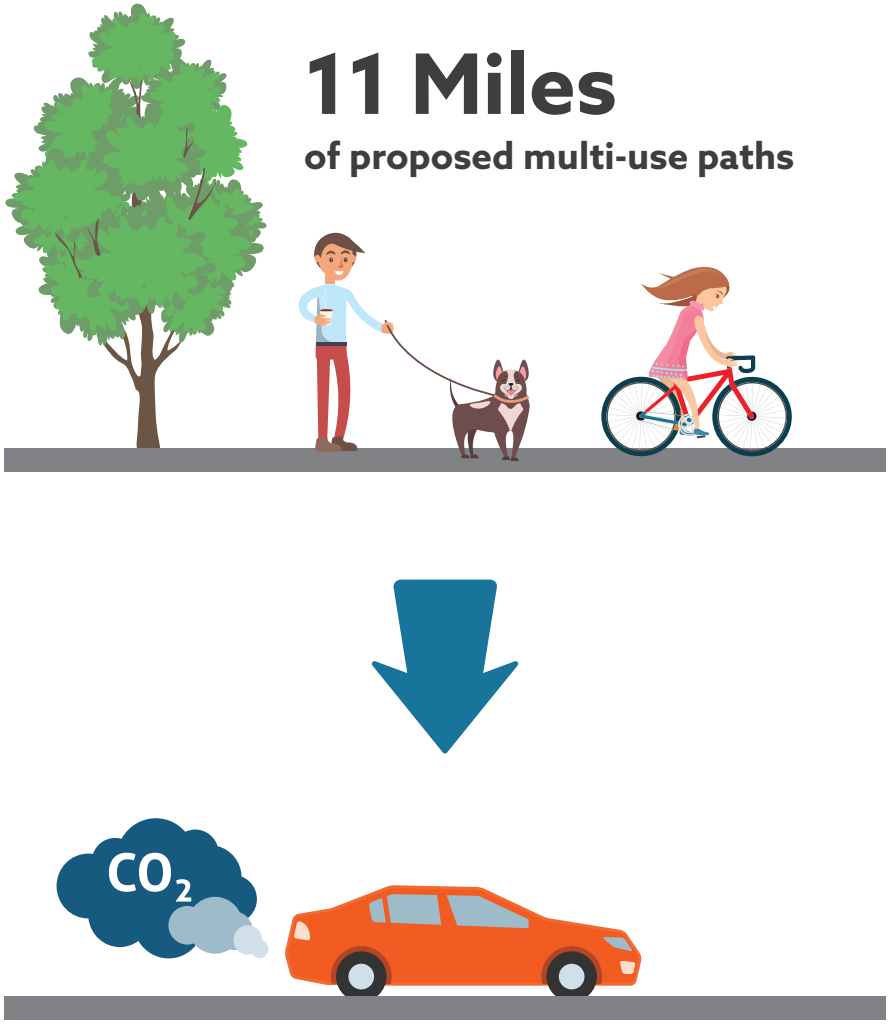
Vehicle Miles Traveled Reduction Analysis

Reducing vehicle miles traveled (VMT) is an official goal of the U.S. Government as it is stated in sections of the Clean Air Act (CAA), the 1993 Climate Change Action Plan (CCAP), and in the Congestion Mitigation Air Quality Improvement Program (CMAQ). Similar goals are also included in both the Intermodal Surface Transportation Efficiency Act (ISTEA) and the Transportation Equity Act for the 21st Century (TEA-21). With the adoption of Senate Bill (SB) 375 in 2008, California became one of the first states in the country to establish a comprehensive policy aimed at reducing VMT in an attempt to reduce the greenhouse gas (GHG) emissions. Achieving VMT reduction goals also relies on major behavioral transportation changes for Californians, making safe, comfortable, and convenient active transportation infrastructure that much more important.

Identifying opportunities to reduce VMT to parks and open spaces in a city like Placentia, where 93 percent of survey respondents claim they drive to parks, is crucial to address regional, state-wide, and national goals for a healthy future. As discussed in the previous section, this Plan identified multi-use path opportunities throughout the City that would provide safe and comfortable connections to parks, as well as safe and comfortable connections to other destinations in Placentia and areas beyond the boundaries of the City. These 12 projects totaled approximately 11 miles of multi-use paths which are widely considered the most favored and beloved facilities for recreation and transportation purposes.

This Plan used a tool developed by the California Air Resources Board to estimate VMT reduction based on walking and bicycling infrastructure improvements in a given city. The infographic to the right depicts the reduction in VMT's using the proposed 12 multi-use paths identified in this Plan. Although the tool is an approximation of VMT reduction, it provides insight to the impact just 12 projects may have in Placentia.

Encouraging people to walk, bike, or scooter to their nearest park is one crucial component in the overall objective of reducing VMT and GHG. By implementing facilities such as these multi-use paths, Placentia will be on its way to truly making a positive impact on the environment and resident's lives.



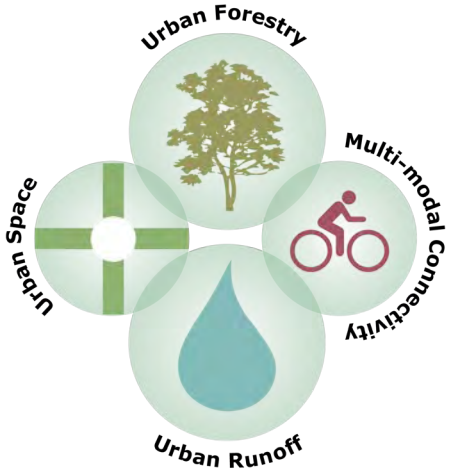
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Green Street Toolbox

The Green Street Toolbox is a guide that can be used to design a multi-faceted street or urban trail. The toolbox is organized by the following four design elements: Urban Forestry, Urban Runoff, Multi-Modal Connectivity, and Urban Open Space.

The following pages identify where the various improvements and solutions can be applied. It is important to recognize the existing right-of-way found throughout many of the neighborhoods in Placentia when using this guide. Many of Placentia's streets are already built-out, limiting certain toolbox elements and designs.



Building Interface Zone

The building interface zone is the space immediately adjacent to a building. This space typically contains outdoor seating, merchandise displays, and other features that may attract people to enter the business.

Excess ROW

The excess ROW zone is excess space located adjacent to the pedestrian zone. This zone is found along streets with wide setbacks or locations adjacent to open space.

Pedestrian Zone

The pedestrian zone is the paved space in the right-of-way dedicated to pedestrians directly adjacent to the building interface zone or excess ROW zone. Sidewalks are constructed within this zone.

Parkway Zone

The parkway zone is the space between the sidewalk and the curb edge. It serves as a buffer between people on a sidewalk and parked or traveling vehicles.

On-Street Parking Zone

This zone is the space used for on-street parking. Pedestrian curb extensions (also known as bulbouts) can be constructed within this space at intersections or midblock crossings. Curb extensions reduce the crossing distance from one side of the street to another while also providing improved pedestrian visibility to drivers.

Bicycle Zone

The bicycle zone is the space in the right-of-way that is used for bicycle facilities such as bicycle lanes or separated bikeways.

Travel Lane Zone

The travel lane zone is the space dedicated for vehicular traffic.

Center Median

The center median separates opposing lanes of traffic on roadways. This space can be delineated though road striping or as a raised curb with decorative paving or vegetation.



What are the Elements of the Toolkit?

Urban Forestry-Green Infrastructure

This element addresses improvements related to improving the urban tree canopy and related environmental benefits. These improvements should be coordinated with the urban runoff element as much as possible to maximize benefits.

Urban Runoff

The urban runoff element addresses improvements as they relate to capturing water. These strategies can be incorporated into sidewalks, parkways, or center medians.

Multi-Modal Connectivity

Multi-modal connectivity enhances the pedestrian and bicyclist experience by providing a variety of safe and comfortable facilities such as crosswalks, lighting, and wayfinding signage.

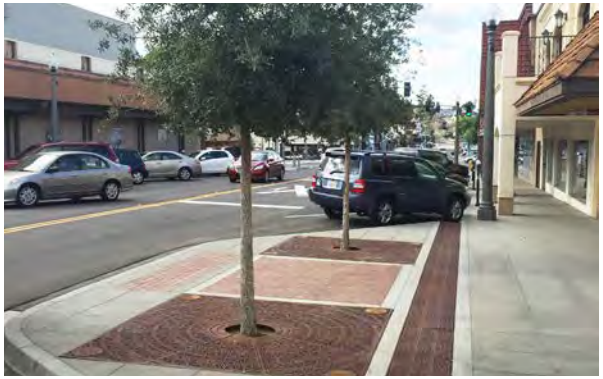
Urban Open Space

Urban open spaces may include canyons, parks, plazas, access to existing trails, or excess right-of-way. This element describes how open spaces can be placed in the public realm and how connections to existing trails can be improved.

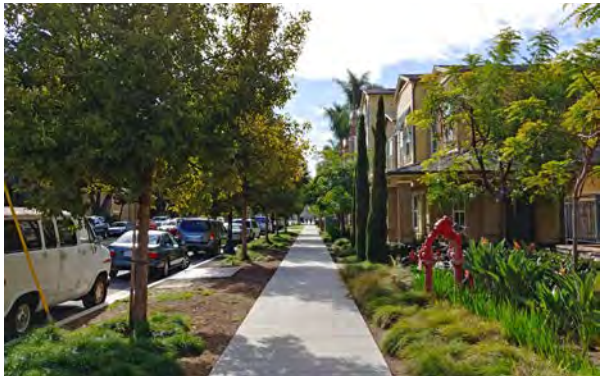
Urban Forestry-Green Infrastructure Element

Parkway, On-Street Parking with Curb Extensions and Center Median Zones

Recommendations for the Urban Forestry-Green Infrastructure Element include drought-tolerant, evergreen, upright trees with canopies that provide adequate shade. Native, drought-tolerant shrubs or ground cover with mulch are also recommended in all parkway zones, curb extensions, and center medians. Green infrastructure such as bioswales and rain gardens are highly recommended to be included to maximize environmental benefits.



Small tree in a curb extension



Small to large canopy tree



Ground cover in a midblock curb extension



Trees planted in rain garden



Bioswale with appropriate trees and vegetation



Bioswale designed as center median

Urban Runoff Element

Pedestrian Zone

The Urban Runoff Element in the Pedestrian Zone recommends installing hardscape features that improve water infiltration. Permeable pavers or asphalt are a few examples.

Parkway, On-Street Parking Zone, and Center Median

The Urban Runoff Element in this zone recommends the use and/or installation of infiltration basins to capture and filter water. Infiltration basins should be planted with vegetation that tolerates both wet and dry conditions. For areas that don't have a Parkway Zone, a sidewalk with permeable pavers in conjunction with trees installed with a tree grate can improve water infiltration.



Permeable pavers



Permeable asphalt



Permeable pavers



Infiltration basin with bioretention soils and subsurface drain



Curb openings draining to bioretention or infiltration areas



Small to large tree with tree grate

Multi-Modal Connectivity

Building Interface Zone

In the Building Interface Zone, multi-modal connectivity recommendations include seating, bicycle racks, bicycle lockers, wayfinding signage, or pedestrian scale lighting.

Parkway Zone

Multi-Modal Connectivity elements in the Parkway Zone includes public art, wayfinding signage, seating, transit amenities, and pedestrian scale lighting.



Public seating



Bicycle rack



Bicycle lockers



Transit facilities with shelters and seating



Wayfinding signage



Pedestrian-scale lighting

Street Crossing Options

Street crossing options to improve multi-modal connectivity include enhanced crosswalks, curb extensions, median refuges, or enhanced crossing signals such as Rectangular Rapid Flashing Beacons (RRFB) or Pedestrian Hybrid Beacons (PHB).



Median refuge



Staggered crossing with school zone crosswalks



Enhanced marked crosswalk



Curb extension with enhanced crosswalk



Rectangular Rapid Flashing Beacon (RRFB)



Pedestrian Hybrid Beacon (PHB)

Bicycling Zone

The following bicycle facilities can be designed and installed throughout Placentia. The specific facility type will vary from street to street depending on the street's existing right-of-way, traffic volumes, traffic speeds, and land use.



Multi-use path



Separated bikeway



Buffered bicycle lane



Bicycle lane



Bicycle route



Bike boulevard

Urban Open Space

The Urban Open Space element includes a variety of amenities and enhancements based on the surrounding context. Options include multi-use paths, DG walkways, trailhead signage, wayfinding signage, green infrastructure, trees, par course equipment, or small playground features.



Multi-use path



DG walkways



Trailhead signage



Wayfinding signage



Green infrastructure



Trees

Recommended Programs and Partnerships

The City's Community Services Department already offers an incredible list of recreation programs and activities, most of which can be found in their quarterly publication, the *Placentia Palm Quarterly*. The City also offers youth programs through the *Youth Positive Activities and Recreation for Kids Program* (P.A.R.K.). P.A.R.K is offered at four locations during the school year and include arts and crafts, excursions, homework assistance, sports, and other supervised activities. The City also has several partnerships with local groups and organizations such as the Friendly Center, Placentia Community Foundation, Placentia Boys and Girls Club, Placentia Teen Center, St. Jude Hospital, and Lot 318.

The following section describes programs that take place throughout the state of California and the country that Placentia can explore pursuing related to parks and open space, urban forestry, and multi-modal transportation.

Tree Planting Program

The City recently adopted an urban forest management program and is in the process of developing a tree ordinance in support of increasing their urban tree canopy. Programs throughout the state and nation allow residents to sign up for a street tree if they have a parkway or front yard available. Available trees are based off of a list of approved trees that have been vetted by an arborist to thrive in the climate and context of Placentia.

Apply for Tree City USA

The Tree City USA program began in 1976 as a nationwide movement to provide the framework necessary for communities to manage and expand their urban tree canopy. As of 2019, more than 3,400 communities have achieved the Tree City USA status. Placentia can achieve this goal by meeting the four core standards established by the program which include: maintaining a tree board or department, having a community tree ordinance, spending at least $2 per capita on urban forestry, and celebrating Arbor Day. Placentia already has an annual program as part of "Love Placentia" which is a service day in association with Arbor day.

Public Health Partnerships

Partnering with local public health organizations such as hospitals and non-profit groups may provide several opportunities to improve the community's access to parks as well as encourage residents to get active and participate in outdoor recreation. Placentia has already partnered with groups such as the Community Action Partnership of Orange County and St. Jude Hospital. Through this partnership, the City received nutrition education and physical activity opportunities in the neighborhoods around Title I schools. This partnership also provided funding for outdoor exercise equipment in parks and new playground features.

There are many other kinds of public health partnerships throughout the state and country that Placentia can explore as well. Programs such as the *Pittsburgh Parks Conservancy Community, Family, School, and Summer Camp* educate people of all ages and backgrounds about the value of healthy habitats and ecosystems, and the relationship between humans and nature. Another award-winning program is the St. Croix River Valley *PowerUp* initiative. This programs was launched in 2013 with a major focus on youth healthy living. *PowerUp* educated youth on the importance of being outdoors, playing in parks, hiking, bicycling, and walking.

Prescribing Vitamin N

New York Times best-seller Richard Louv published a book called *Vitamin N* in which he describes 500 activities parents can organize and participate in to connect their children with the natural world. Richard Louv's acclaimed efforts have inspired environmental and health organizations to participate in what's called *Prescribing Vitamin N* to people to encourage them to connect with nature. The City can explore partnerships with local organizations, health officials, businesses, schools, etc. that are open to participating in nature-focused activities such as visiting and playing in local parks.

Placentia can also coordinate a *Vitamin N Challenge*. This family-friendly activity was created by the Children & Nature Network to get people outside and to interact with the natural world.



City of Long Beach Housing and Neighborhood Services Bureau

Foundations, Philanthropies, and Non-Profit Organizations

Orange County is fortunate to be home to several dozen environmental and recreation foundations, philanthropies, and non-profit organizations whose mission is to educate, protect, and encourage people. The City can explore meaningful partnerships with the following groups to provide Placentia residents additional resources related to parks, open space, trails, nature, and recreation:

- Back to Natives Restoration
- Boys & Girls Clubs of Brea-Placentia-Yorba Linda
- California Cultural Resources Preservation Alliance, Inc.
- Chino Hills State Park Interpretive Association
- Earthroots Field School, Inc.
- Environmental Nature Center
- Friendly Center
- Friends of Harbors, Beaches and Parks, Inc.
- Goin Native Therapeutic Gardens
- Hills For Everyone
- Inside the Outdoors Foundation
- Lot 318
- Orange County Conservation Corps
- Orange County Community Foundation
- Placentia Community Foundation
- Playworks Southern California
- St. Jude Medical Center
- The Bicycle Tree
- The Ecology Center
- Trails4All
- Yorba Linda-Placentia Family YMCA

National Take a Walk in the Park Day

National Take a Walk in the Park Day is observed annually on March 30th. This event encourages people of all ages to walk to and throughout their local parks.

Participate in National Bike Month

Since 1956, communities from all over the country have celebrated National Bike Month as a chance to showcase the many benefits of bicycling as well as to encourage people of all ages and backgrounds to bicycle more often. The biggest event that takes place during National Bike Month is Bike to Work Day. Local business, nonprofits, and entire city agencies participate by either hosting pit stops where bicyclists can stop to gather healthy food and drinks, or by simply bicycling to work.

Host a Ciclovia, Open Streets, and Other Signature Events

A Ciclovía (also ciclovia or cyclovia in English) is a Spanish word that translates into "bicycle path" and is used to describe a temporary event where a street(s) is closed to vehicles for use by people and non-motorized transportation. Ciclovias and open streets events are celebrations of livable streets and communities, encouraging citizens and businesses to get out in the street and enjoy their city through active participation. Ciclovias have gained considerable popularity in the United States in the past five years.

While all open streets events are alike in their creation of a people-oriented, car-free space, they are otherwise unique. In some cities, the event occurs once or twice a year, while in others it occurs every Saturday or Sunday throughout the entire summer. Some cities reuse routes, while others, like Los Angeles, host the events in different locations around the city. Open streets events often have a theme of health, exercise, and active transportation, and include groups promoting free, healthy activities stationed along the route. The routes can incorporate new bikeways and preferred routes, encouraging their use. Orange County has participated in several open streets events in the last few years, many during the planning and design for the OC Loop.



Bike to Work Day Pit Stop, KTUA



CicloSDias 2017, Open Streets Event Two-Way Cycle Track Demonstration, KTUA

Evolving State of Mobility

During the development of this Plan, many cities throughout the country, especially in Southern California, were experiencing a new way of transportation: bike-share and scooter-share. Even though bike-share had already been established in other major cities such as New York and Washington D.C., these mobility options were relatively new in the region. Even more remarkable was the rise of dockless bike-share and scooter-share. Companies such as Lime and Bird have created a diverse fleet of mobility options that rely on today's technology.

Transportation options and services throughout small communities and large cities are in a continuous evolving state. Thankfully, there are several resources available by notable groups that help breakdown the complexity of embracing these mobility options. The National Association of City Transportation Officials (NACTO), PeopleForBikes, and the Better Bike Share Partnership are just a few examples of resources that Placentia can refer to if they wish to explore these mobility options for their community. These resources provide valuable information on the successes and failures of mobility endeavors, and how it's affected those communities.

Understanding the overall balance of a city's infrastructure, mobility devices, and the programs available to their community, will be key to establishing a successful environment where people have the option to walk, hike, or ride to their destinations.



JUMP dockless bikes by Uber



Electric dockless scooters by Bird

05

Funding



Potential Funding Sources

The following chapter identifies potential funding opportunities for design, implementation, and maintenance for parks, open space, and transportation-related projects. Table 5-1 provides this information and is arranged into federal, state, local, and private categories. The right side of the table lists both typical and atypical approaches to address each funding source. Many funding sources can be accessed through atypical project approaches by combining several categories or elements of a project into one application.

The table makes it clear that there are many potential funding opportunities available for cities to apply for. Placentia is encouraged to partner with other groups to develop comprehensive and competitive applications to increase their chances of receiving funding. The Placentia Community Foundation, Lot 318, The Friendly Center, or St. Jude Medical Center are all excellent groups, with which the city has partnered in the past, and should continue their relationship on future funding and grant applications.

The city should also be aware that whenever federal funds are used for park, bicycle, and pedestrian projects, a certain level of state and/or local matching funding is generally required. State funds are often available to local governments on similar terms. Almost every implemented project or program in the United States has had more than one funding source and it often takes a large level of effort and coordination to compile the various sources together.

The information provided in this chapter is relevant as of the completion of this plan. It should be noted that current funding sources may be depleted, or that new sources may become available. The city should coordinate and encourage staff to periodically review these funding sources and verify their viability.



TABLE 5-1: Potential Funding Sources

FINDING, FRAMING, AND FUNDING A PROJECT		FUNDING USES							
		Typical Approaches				Atypical Approaches			
FUNDING SOURCE	FUNDING ORIGIN	CIP Development	Maintenance and Operations	Implementation	First and Last Mile	Urban Forestry	Back to Nature	Low Impact Development	Culture and History
Federal Funding Sources									
Land and Water Conservation Fund (LCWF)	U.S. National Park Service/California Department of Parks and Recreation	●					●	●	
Urban Community Forestry Program	U.S. National Park Service	●				●			
Surface Transportation Program (STP)	Federal Highway Administration (FHWA)/ Caltrans	●		●	●			●	
Highway Safety Improvement Program (HSIP)		●		●	●			●	
Transportation Alternative Program (TAP)	Federal Highway Administration (FHWA)	●		●	●			●	
Recreational Trails Program	Federal Highway Administration (FHWA)/ Regional agency may also contribute	●		●	●		●	●	
EPA Brownfields Clean Up and Assessments	U.S. Environmental Protection Agency	●		●	●			●	
Sustainable Communities Planning Grant and Incentive Program	U.S. Dept. of Housing and Urban Development (HUD)				●				
Urban Revitalization and Livable Communities Act				●	●				
Community Development Block Grants		●			●		●		●
ACHIEVE, Communities Putting Prevention to Work, Pioneering Communities	Center for Disease Control and Prevention				●		●		
Urban and Community Forest Program	Department of Agriculture, Forest Service	●		●		●	●	●	
Community Forest and Open Space Conservation		●		●		●	●	●	

TABLE 5-1: Potential Funding Sources (cont.)

FINDING, FRAMING, AND FUNDING A PROJECT		FUNDING USES							
		Typical Approaches				Atypical Approaches			
FUNDING SOURCE	FUNDING ORIGIN	CIP Development	Maintenance and Operations	Implementation	First and Last Mile	Urban Forestry	Back to Nature	Low Impact Development	Culture and History
Choice Neighborhoods Implementation Grants	Department of Housing and Urban Development, Office of Public and Indian Housing	●		●	●		●	●	
Safe Routes to School, Mini-grants	National Center for Safe Routes to School and Caltrans	●		●	●				
Metropolitan and Statewide and Nonmetropolitan Transportation Planning	Federal Transit Administration (FTA)	●		●	●			●	
Urbanized Area Formula Grants		●	●		●			●	
Bus and Bus Facilities Formula Grants		●			●				
Enhanced Mobility of Seniors and Individuals with Disabilities		●	●		●				
Formula Grants for Rural Areas		●	●		●				
TOD Planning Pilot Grants		●	●		●			●	

TABLE 5-1: Potential Funding Sources (cont.)

FINDING, FRAMING, AND FUNDING A PROJECT		FUNDING USES							
		Typical Approaches				Atypical Approaches			
FUNDING SOURCE	FUNDING ORIGIN	CIP Development	Maintenance and Operations	Implementation	First and Last Mile	Urban Forestry	Back to Nature	Low Impact Development	Culture and History
State Funding Sources									
Land and Water Conservation Fund (LCWF)	California Department of Parks and Recreation (DPR)	●			●		●	●	
Statewide Park Program Prop 84 Round 2		●		●	●				
Recreational Trails Program		●	●	●	●		●	●	
Proposition 117 - Habitat Conservation		●		●		●	●	●	
Nature Education Facilities		●	●				●		●
Watershed Program		●		●			●	●	
Parks and Water Bond Act of 2018 - Prop 68		●	●	●		●	●	●	
Stormwater Flood Management Prop. 1E		●		●	●	●	●	●	
Roberti-Z'Berg-Harris (RZH) Grant Program - Prop 40		●	●		●	●	●	●	
Aquatic Center Grants	Department of Boating and Waterways	●							

TABLE 5-1: Potential Funding Sources (cont.)

FINDING, FRAMING, AND FUNDING A PROJECT		FUNDING USES							
		Typical Approaches				Atypical Approaches			
FUNDING SOURCE	FUNDING ORIGIN	CIP Development	Maintenance and Operations	Implementation	First and Last Mile	Urban Forestry	Back to Nature	Low Impact Development	Culture and History
Community Based Transportation Planning, Environmental Justice and Transit Planning	California Department of Transportation (Caltrans)	●			●			●	
Active Transportation Planning Grants (ATP)		●		●	●			●	
Regional Improvement Program		●			●			●	
Safe Routes to School Programs(SR2S)		●			●			●	
Traffic Safety Grants	California Office of Traffic Safety	●		●	●				
Local Partnership Program - Competitive and Formulaic	California Transportation Commission (SB 1 funds)		●	●				●	
Coastal Conservancy Grants	California Coastal Conservancy	●			●	●	●	●	●
Non-point Source Pollution, Watershed Plans, Water Conservation (Props 13, 40, 50 and 84)	State Water Resources Control Board	●	●			●		●	
Sustainable Communities Planning, Regional SB 375	Strategic Growth Council/Dept of Conservation	●			●	●	●	●	●
Environmental Enhancement and Mitigation (EEMP)	California Natural Resources Agency and Caltrans	●					●	●	
California River Parkways and Urban Streams Restoration Grant	California Natural Resources Agency/ Department of Water Resources	●	●		●		●	●	
Strategic Growth Council Urban Greening Program	California Natural Resources Agency	●		●		●	●	●	
California Cap and Trade Program	Cal EPA, Air Resources Board	●		●	●	●	●		
Urban Forestry Program (Leafing Out, Leading Edge and Green Trees Grants)	California Department of Forestry and Fire Protection (CAL FIRE)	●		●		●			

TABLE 5-1: Potential Funding Sources (cont.)

FINDING, FRAMING, AND FUNDING A PROJECT		FUNDING USES							
		Typical Approaches				Atypical Approaches			
FUNDING SOURCE	FUNDING ORIGIN	CIP Development	Maintenance and Operations	Implementation	First and Last Mile	Urban Forestry	Back to Nature	Low Impact Development	Culture and History
Local Funding Sources									
Special Habitat Conservation Programs	Regional MPOs/Local Cities			●		●	●	●	
Special Parks and Recreation Bond Revenues		●	●	●	●	●	●	●	●
Special Transportation Bonds and Sales Tax Initiatives		●	●	●	●	●	●	●	●
Advertising Sales/Naming Rights	Local Jurisdictions	●	●		●	●			●
Community Facilities District (CFD)				●					
Infrastructure Financing District (IFD)		●	●	●	●	●	●	●	●
Facilities Benefit Assessment District (BFA)				●					
Easement Agreements/Revenues		●	●	●		●			
Equipment Rental Fees		●	●		●		●		●
Facility Use Permits Fees		●	●		●		●		●
Fees and Charges/Recreation Service Fees		●	●		●		●		●
Food and Beverage Tax		●	●		●		●		●

TABLE 5-1: Potential Funding Sources (cont.)

FINDING, FRAMING, AND FUNDING A PROJECT		FUNDING USES							
		Typical Approaches				Atypical Approaches			
FUNDING SOURCE	FUNDING ORIGIN	CIP Development	Maintenance and Operations	Implementation	First and Last Mile	Urban Forestry	Back to Nature	Low Impact Development	Culture and History
General Fun	Local Jurisdictions	●	●	●	●	●	●	●	●
General Obligation Bonds		●	●	●	●	●	●	●	●
Intergovernmental Agreements		●	●	●	●	●	●	●	●
Lease Revenues		●	●		●	●	●	●	●
Measure U		●	●	●		●		●	
Mello Roos Districts		●	●	●	●	●	●	●	●
Residential Park Improvement Fees		●		●	●	●	●	●	●
Park Impact Fees		●		●	●	●	●	●	●
Traffic Impact Fees		●	●	●	●	●	●	●	●
In-Lieu Fees		●		●	●	●	●	●	●
Pouring Rights Agreements		●			●	●	●	●	●
Private Development Agreements		●	●	●	●	●	●	●	●
Surplus Real Estate Sale Revenues		●			●	●	●	●	●

TABLE 5-1: Potential Funding Sources (cont.)

FINDING, FRAMING, AND FUNDING A PROJECT		FUNDING USES							
		Typical Approaches				Atypical Approaches			
FUNDING SOURCE	FUNDING ORIGIN	CIP Development	Maintenance and Operations	Implementation	First and Last Mile	Urban Forestry	Back to Nature	Low Impact Development	Culture and History
Revenue Bond Revenues	Local Jurisdictions	●	●		●	●	●	●	●
Sales Tax Revenues		●	●	●	●	●	●	●	●
Transient Occupancy Tax Revenues		●	●	●	●	●	●	●	●
Wastewater Fund Reserves			●		●	●		●	
Utility Taxes		●	●		●	●	●	●	●
Business Improvement Districts (BID)	Non-profits, Business Organizations or City			●					
Maintenance Assessment Districts (MAD)			●	●	●	●		●	●
Property Based Improvement Districts (PBID) Landscape Maintenance District (LMD)				●					
Various Sports Field Grants	Various Agencies, Foundations and Corporations	●	●	●	●				
Community Health Initiatives	Kaiser Permanente	●		●	●			●	
America's Historical Planning Grants	National Endowment for the Humanities	●		●					●
Corporate Sponsorships	Private Corporations	●	●	●	●	●	●	●	●
Private Sector Partnerships		●	●	●	●	●	●	●	●

TABLE 5-1: Potential Funding Sources (cont.)

FINDING, FRAMING, AND FUNDING A PROJECT		FUNDING USES							
		Typical Approaches				Atypical Approaches			
FUNDING SOURCE	FUNDING ORIGIN	CIP Development	Maintenance and Operations	Implementation	First and Last Mile	Urban Forestry	Back to Nature	Low Impact Development	Culture and History
Non-Profit Partnerships	Non-Profit Corporations	●	●	●	●	●	●	●	●
Foundation Grants	Private Foundations	●	●	●	●	●	●	●	●
Private Donations	Private Individuals	●	●	●	●	●	●	●	●
Irrevocable Remainder Trusts		●	●	●				●	●
Targeted Fund-raising Activities	Local Jurisdictions	●	●	●	●	●	●	●	●