



Regular Meeting Agenda December 3, 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

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

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Mission Statement

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

Vision Statement

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

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

Procedures for Addressing the Council/Board Members

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

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

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

Special Accommodations

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

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

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

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING AGENDA - CLOSED SESSION
December 3, 2019
5:30 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: Pike v. City of Placentia; Case CV-08-08586 DSF

3. 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

4. Pursuant to Government Code Section 54956.8
CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Property: 207-209 W. Crowther Avenue
Agency Negotiator: Damien R. Arrula, City Administrator
Negotiating Parties: USA Properties
Under Negotiations: Price and Terms of Payment

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

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING AGENDA
December 3, 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: Ken Milhandler

PLEDGE OF ALLEGIANCE: Girl Scouts of Orange County, Placentia Services Unit Honor Guard

PRESENTATIONS:

- a. **Presentation of Mayor's "Do the Right Thing" Award to Dale Carline**
Recipient: Dale Carline
Presenter: Mayor Shader

- b. **Presentation of Mayor's "Do the Right Thing" Award to Luis Ortiz**
Recipient: Luis Ortiz
Presenter: Mayor Shader

- c. **Presentation of Mayor's "Do the Right Thing" Jan Henderson**
Recipient: Jan Henderson
Presenter: Mayor Shader

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.n):

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 December 3, 2019**
Check Register
Fiscal Impact: \$701,418.77
Electronic Disbursement Register
Fiscal Impact: \$737,768.67
Recommended Action: It is recommended that the City Council:
 1) Receive and file
- 1.c. **Minutes of the City Council/Successor/ICDA Meetings – November 2016 through May 2017**
Recommended Action: Approve
- 1.d. **Award of a Construction Contract to Doty Brothers Inc. for Construction of the Placentia Transit Station Utility Relocation Project**
Fiscal Impact: Expense: \$ 256,087.72 Construction Contract Amount
 Budgeted: \$ 825,198.77 FY 2018-19 CIP Budget (Carry Forward)
 Committed: \$ 3,600,000.00 (Funds Have Not Been Appropriated)
Recommended Action: It is recommended that the City Council:
 1) Approve the Engineered Plans and Specifications prepared by Southern California Edison, AT&T, and Spectrum; and
 2) Approve a Public Works Agreement for the Placentia Transit Station Utility Relocation Project with Doty Brothers, Inc., for an amount of \$256,087.72; and
 3) Reject all other bids received and authorize return of the bid bonds; and
 4) Authorize the City Administrator to approve contract change orders up to 10% of the contract not-to-exceed amount or \$25,608.77; and
 5) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.
- 1.e. **Professional Services Agreement with David Volz Design, Inc. for Landscape Architecture Design Services for the Parque Del Arroyo Verde Renovation Project No. 7902**
Fiscal Impact: Expense: \$123,899 Professional Services Agreement
 Budget: \$150,000 FY 2018-19 CIP Budget (Carry Forward)
Recommended Action: It is recommended that the City Council:
 1) Award a Professional Services Agreement for professional landscape architecture services for the Parque del Arroyo Verde renovation Project to David Volz Design for a not-to-exceed amount of \$123,899; and
 2) Authorize the City Administrator to approve contract change orders up to 10% of the contract not-to-exceed amount or \$12,389; and
 3) Authorize the City Administrator and/or his designee to execute all the necessary documents, in a form approved by the City Attorney; and
 4) Authorize the City Administrator to create a bench list of the top four ranked landscape architecture firms to provide these services on future park and playground renovation projects.
- 1.f. **Purchase of Emergency Vehicle Traffic Signal Preemption System**
Fiscal Impact: Expense: \$249,463.88 Total Purchase Price of Traffic Signal Preemption System
 Budget: \$250,000.00 General Fund CIP (106013-6840)
 (Mid-Year Adjustment Required)
Recommended Action: It is recommended that the City Council:

- 1) Authorize the City Administrator to approve a purchase order to DDL Traffic Inc., for the purchase and installation of the Opticom Traffic Signal Preemption System for a not-to-exceed amount of \$249,463.88; and
- 2) Authorize the City Administrator to execute all necessary documents, in a form approved by the City Attorney.

1.g. **First Quarter Fiscal Year 2019-20 Financial Update**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Receive and file the First Quarter Fiscal Year 2019-20 Financial Update for Period Ending September 30, 2019.

1.h. **Purchase of 800 MHz Radios for the Placentia Fire and Life Safety Department**

Fiscal Impact: Expense: \$ 215,037.84 Total Purchase Price of Radios
 Budget: \$ 40,000.00 General Fund CIP (106010-6840)
 \$ 58,000.00 General Fund CIP (106011-6840)
 (Mid-Year Adjustment Required for Balance)

Recommended Action: It is recommended that the City Council:

- 1) Authorize the City Administrator to approve a purchase order to Motorola Solutions for the purchase of 800 MHz radios for a not-to-exceed amount of \$215,037.84; and
- 2) Authorize the City Administrator to execute all necessary documents, in a form approved by the City Attorney.

1.i. **Second 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) Waive full reading, by title only, and adopt 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.

1.j. **Purchase of Uniforms from Firefighters' Safety Center for Placentia Fire and Life Safety Department Staff**

Fiscal Impact: Expense: \$ 38,143.40 Total Purchase Price of Uniforms
 Budget: \$ 44,300.00 FY 2019-20 Operating Budget (103065/66/67-6360)

Recommended Action: It is recommended that the City Council:

- 1) Authorize the City Administrator to approve a purchase order to Firefighters' Safety Center for the purchase of Fire Department personnel uniforms for a not-to-exceed amount of \$38,143.40; and

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

1.k. **Measure M (M2) Expenditure Report for Fiscal Year 2018-19**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. R-2019-67, A Resolution of the City Council of the City of Placentia, California, concerning the Measure M2 Expenditure Report for the City of Placentia for the Fiscal Year ending June 30, 2019.

1.l. **Fire and Life Safety Department Uniform Patch and Logo**

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

Recommended Action: It is recommended that the City Council:

- 1) Review the recommended patch and logo for the Placentia Fire and Life Safety Department and incorporate any changes requested by the City Council; and
- 2) Approve the patch and logo for use by the new Placentia Fire and Life Safety Department.

1.m. **Award of Construction Contract to Cannon Constructors South, Inc. for Tenant Improvements for the Placentia Navigation Center**

Fiscal Impact: Expense: \$2,586,948 Construction Contract Amount
Budget \$5,650,000 Placentia Reg. Nav. Center Fund (784070-6899)

Recommended Action: It is recommended that the City Council:

- 1) Approve the construction plans, documents, and technical specifications prepared by Totum Corporation and award a construction contract to Cannon Constructors South, Inc., for the tenant improvements for the Placentia Navigation Center for a not-to-exceed amount of \$2,586,948; and
- 2) Authorize the City Administrator to approve contract change orders up to 10% or \$258,694.80; and
- 3) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

1.n. **City Council Reorganization**

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 the City Council consider continuing the reorganization of the City Council to the meeting to be held on Tuesday, December 17, 2019.

2. PUBLIC HEARINGS:

2.a. **Public Hearing, Introduction and First Reading of Ordinance No. O-2019-14 of the City Council of the City of Placentia, California, Adding Section 14.04.020 Entitled "Obstruction of Sidewalks" to Chapter 14.04 Entitled "Streets and Sidewalks" to the Placentia Municipal Code Prohibiting Sidewalk Obstructions**

Fiscal Impact: No Revenue Anticipated

Recommended Action: It is recommended that the City Council:

- 1) Open the Public Hearing concerning Ordinance No. O-2019-14; 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 and adopt Ordinance No. O-2019-13, An Emergency Ordinance of the City Council of the City of Placentia, California adding Section 14.04.020 entitled "Obstruction of Sidewalks" to Chapter 14.04 entitled "Streets and Sidewalks" to the Placentia Municipal Code Prohibiting Sidewalk Obstructions; and
- 5) Waive full reading, by title only, and introduce for first reading Ordinance No. O-2019-14, An Ordinance of the City Council of the City of Placentia, California adding Section

14.04.020 entitled "Obstruction of Sidewalks" to Chapter 14.04 entitled "Streets and Sidewalks" to the Placentia Municipal Code Prohibiting Sidewalk Obstructions

3. REGULAR AGENDA:

3.a. Placentia Open Spaces and Urban Greening Master Plan

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Review the Open Space and Urban Greening Master Plan (POSUG) and provide feedback to Staff on the document; and;
- 2) Receive and file the POSUG Master Plan; and
- 3) 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
- 4) Direct Staff to incorporate the POSUG recommended improvements into the City's seven (7) year Capital Improvement Plan (CIP); and
- 5) 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.

3.b. First Quarter Fiscal Year 2019-20 Treasurer's Report

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Receive and file the first quarter Fiscal Year 2019-20 Treasurer's Report.

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 17, 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:

- Reorganization of the City Council

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 December 3, 2019 meetings of the City Council, Successor Agency, and Industrial Commercial Development Authority was posted on November 26, 2019.

Rosanna Ramirez
Director of Administrative Services

City of Placentia
Check Register
For 12/3/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
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Grand Total: 767,283.85

Check Totals by ID

AP	767,283.85
EP	0.00
IP	0.00
OP	0.00

Void Total: 65,865.08
Check Total: 701,418.77

Fund Name	Check Totals by Fund
101-General Fund (0010)	387,175.48
117-Measure U Fund (0079)	114,794.59
206-Gas Tax Bond Fund (0052)	102,946.98
208-Scssr Agncy Ret Oblg (0054)	1,930.60
225-Asset Seizure (0021)	2,117.38
227-Explorer Grant NOC (0076)	15.48
228-NOC-Public Safety Grant(0061)	340.60
229-Comm Trans Hous Grant (0062)	468.68
231-Placentia Reg Nav Cent(0078)	3,604.84
233-Gen Plan Update Fees (0074)	69.00
234-Technology Impact Fees (0075)	40.25
260-Street Lighting Distrc (0028)	33,595.89
261-Public Safety CFD (0055)	12,487.15
265-Landscape Maintenance (0029)	9,849.46
275-Sewer Maintenance (0048)	1,750.10
280-Misc Grants Fund (0050)	235.41
501-Refuse Administration (0037)	438.84
601-Employee Health & Wlfre (0039)	11,065.97
605-Risk Management (0040)	6,089.00
701-Special Deposits (0044)	12,403.07

Check Total: 701,418.77

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 11/25/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
RV	GOLDEN STATE WATER V000928	AUG-OCT WATER CHARGES	296561-6335 Water	AP110719	5,046.42	101619		00102918	11/07/2019
RV	GOLDEN STATE WATER V000928	AUG-OCT WATER CHARGES	784070-6335 Water	AP110719	126.92	101619		00102918	11/07/2019
RV	GOLDEN STATE WATER V000928	AUG-OCT WATER CHARGES	109595-6335 Water	AP110719	27,759.20	101619		00102918	11/07/2019
RV	GOLDEN STATE WATER V000928	AUG-OCT WATER CHARGES	784070-6335 Water	AP110719	126.92	101819		00102918	11/07/2019
RV	GOLDEN STATE WATER V000928	AUG-OCT WATER CHARGES	109595-6335 Water	AP110719	27,759.20	101819		00102918	11/07/2019
RV	GOLDEN STATE WATER V000928	AUG-OCT WATER CHARGES	296561-6335 Water	AP110719	5,046.42	101819		00102918	11/07/2019
Check Total:					65,865.08				
Type Total:					65,865.08				
Void Total:					65,865.08				

**City of Placentia
Check Register
For 11/25/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	CALIFORNIA STATE V004813	PE 11/02/19 PD 11/08/19	0010-2196 Garnishments W/H	PY19023	1,240.60	2700/1901023		00102886	11/08/2019
MW OH	CALIFORNIA STATE V004813	PE 11/02/19 PD 11/08/19	0029-2196 Garnishments W/H	PY19023	138.46	2700/1901023		00102886	11/08/2019
MW OH	CALIFORNIA STATE V004813	PE 11/02/19 PD 11/08/19	0037-2196 Garnishments W/H	PY19023	69.23	2700/1901023		00102886	11/08/2019
MW OH	CALIFORNIA STATE V004813	PE 11/02/19 PD 11/08/19	0048-2196 Garnishments W/H	PY19023	64.15	2700/1901023		00102886	11/08/2019
Check Total:					1,512.44				
MW OH	FRANCHISE TAX BOARD V000404	PE 11/02/19 PD 11/08/19	0010-2196 Garnishments W/H	PY19023	54.00	2710/1901023		00102887	11/08/2019
MW OH	FRANCHISE TAX BOARD V000404	PE 11/02/19 PD 11/08/19	0048-2196 Garnishments W/H	PY19023	6.00	2710/1901023		00102887	11/08/2019
Check Total:					60.00				
MW OH	ORANGE COUNTY V000699	PE 11/02/19 PD 11/08/19	0048-2176 PCEA/OCEA Assoc Dues	PY19023	23.56	2610/1901023		00102888	11/08/2019
MW OH	ORANGE COUNTY V000699	PE 11/02/19 PD 11/08/19	0062-2176 PCEA/OCEA Assoc Dues	PY19023	9.62	2610/1901023		00102888	11/08/2019
MW OH	ORANGE COUNTY V000699	PE 11/02/19 PD 11/08/19	0029-2176 PCEA/OCEA Assoc Dues	PY19023	6.25	2610/1901023		00102888	11/08/2019
MW OH	ORANGE COUNTY V000699	PE 11/02/19 PD 11/08/19	0010-2176 PCEA/OCEA Assoc Dues	PY19023	324.69	2610/1901023		00102888	11/08/2019
MW OH	ORANGE COUNTY V000699	PE 11/02/19 PD 11/08/19	0037-2176 PCEA/OCEA Assoc Dues	PY19023	1.44	2610/1901023		00102888	11/08/2019
Check Total:					365.56				
MW OH	PCEA C/O NORTH ORANGE V000679	PE 11/02/19 PD 11/08/19	0029-2176 PCEA/OCEA Assoc Dues	PY19023	0.65	2615/1901023		00102889	11/08/2019
MW OH	PCEA C/O NORTH ORANGE V000679	PE 11/02/19 PD 11/08/19	0048-2176 PCEA/OCEA Assoc Dues	PY19023	2.45	2615/1901023		00102889	11/08/2019
MW OH	PCEA C/O NORTH ORANGE V000679	PE 11/02/19 PD 11/08/19	0037-2176	PY19023	0.15	2615/1901023		00102889	11/08/2019

**City of Placentia
Check Register
For 11/25/2019**

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 V000679	CE 11/02/19 PD 11/08/19	0062-2176 PCEA/OCEA Assoc Dues	PY19023	1.00	2615/1901023		00102889	11/08/2019
MW OH	PCEA C/O NORTH ORANGE V000679	CE 11/02/19 PD 11/08/19	0010-2176 PCEA/OCEA Assoc Dues	PY19023	33.75	2615/1901023		00102889	11/08/2019
Check Total:					38.00				
MW OH	PLACENTIA POLICE V003519	PE 11/02/19 PD 11/08/19	0010-2178 Placentia Police Assoc Dues	PY19023	2,250.99	2620/1901023		00102890	11/08/2019
MW OH	PLACENTIA POLICE V003519	PE 11/02/19 PD 11/08/19	0061-2178 Placentia Police Assoc Dues	PY19023	78.35	2620/1901023		00102890	11/08/2019
MW OH	PLACENTIA POLICE V003519	PE 11/02/19 PD 11/08/19	0076-2178 Placentia Police Assoc Dues	PY19023	5.88	2620/1901023		00102890	11/08/2019
MW OH	PLACENTIA POLICE V003519	PE 11/02/19 PD 11/08/19	0062-2178 Placentia Police Assoc Dues	PY19023	156.44	2620/1901023		00102890	11/08/2019
Check Total:					2,491.66				
MW OH	VANTAGEPOINT TRANSFER V007191	PE 11/02/19 PD 11/08/19	0048-2170 Deferred Comp Payable - ICMA	PY19023	94.59	2606/1901023		00102891	11/08/2019
MW OH	VANTAGEPOINT TRANSFER V007191	PE 11/02/19 PD 11/08/19	0054-2170 Deferred Comp Payable - ICMA	PY19023	17.40	2606/1901023		00102891	11/08/2019
MW OH	VANTAGEPOINT TRANSFER V007191	PE 11/02/19 PD 11/08/19	0037-2170 Deferred Comp Payable - ICMA	PY19023	8.12	2606/1901023		00102891	11/08/2019
MW OH	VANTAGEPOINT TRANSFER V007191	PE 11/02/19 PD 11/08/19	0062-2170 Deferred Comp Payable - ICMA	PY19023	31.75	2606/1901023		00102891	11/08/2019
MW OH	VANTAGEPOINT TRANSFER V007191	PE 11/02/19 PD 11/08/19	0029-2170 Deferred Comp Payable - ICMA	PY19023	45.90	2606/1901023		00102891	11/08/2019
MW OH	VANTAGEPOINT TRANSFER V007191	PE 11/02/19 PD 11/08/19	0010-2170 Deferred Comp Payable - ICMA	PY19023	2,430.21	2606/1901023		00102891	11/08/2019
Check Total:					2,627.97				
MW OH	A-1 FENCE COMPANY	NAV CTR TEMPORARY FENCING	784070-6830	AP110719	476.00	65999		00102892	11/07/2019

City of Placentia
Check Register
For 11/25/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V007378		Land Acquisition						
				Check Total:	476.00				
MW OH	ADAMSON POLICE V007539	CONCEALED VESTS	103047-6360 Uniforms	AP110719	1,694.77	311825		00102893	11/07/2019
MW OH	ADAMSON POLICE V007539	CONCEALED VESTS	103040-6360 Uniforms	AP110719	847.38	311825		00102893	11/07/2019
MW OH	ADAMSON POLICE V007539	CONCEALED VESTS	103041-6360 Uniforms	AP110719	6,785.77	311825		00102893	11/07/2019
MW OH	ADAMSON POLICE V007539	ARMOR VEST - CONNELL	103041-6360 Uniforms	AP110719	179.95	INV311107		00102893	11/07/2019
MW OH	ADAMSON POLICE V007539	ARMOR VEST - REYES	103041-6360 Uniforms	AP110719	179.95	INV311108		00102893	11/07/2019
MW OH	ADAMSON POLICE V007539	ARMOR VEST - GLOE	103041-6360 Uniforms	AP110719	179.95	INV311109		00102893	11/07/2019
MW OH	ADAMSON POLICE V007539	ARMOR VEST - IRVINE	103041-6360 Uniforms	AP110719	179.95	INV311112		00102893	11/07/2019
MW OH	ADAMSON POLICE V007539	ARMOR VEST - PALUMBO	103041-6360 Uniforms	AP110719	233.83	INV311113		00102893	11/07/2019
MW OH	ADAMSON POLICE V007539	ARMOR VEST - ANDERSON	103041-6360 Uniforms	AP110719	179.95	INV311764		00102893	11/07/2019
MW OH	ADAMSON POLICE V007539	ARMOR VEST - CARAVEZ	103041-6360 Uniforms	AP110719	179.95	INV311765		00102893	11/07/2019
MW OH	ADAMSON POLICE V007539	ARMOR VEST - CONTRERAS	613041-6360 Uniforms	AP110719	179.95	INV311770		00102893	11/07/2019
MW OH	ADAMSON POLICE V007539	ARMOR VEST - MILLSAP	103041-6360 Uniforms	AP110719	179.95	INV311771		00102893	11/07/2019
MW OH	ADAMSON POLICE V007539	ARMOR VEST - TITUS	103041-6360 Uniforms	AP110719	179.95	INV311995		00102893	11/07/2019
MW OH	ADAMSON POLICE V007539	ARMOR VEST - REVARD	103041-6360 Uniforms	AP110719	179.95	NV311772		00102893	11/07/2019

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				Check Total:	11,361.25				
MW OH	ALCALA, JASON V006564	PD TRAINING MEALS, MILEAGE	103041-6250 Staff Training	AP110719	149.60	JA102110119M		00102894	11/07/2019
				Check Total:	149.60				
MW OH	ALL CITIES ENGINEERING V011263	ADA RAMP CONSTRUCTION SVS	791905-6185 Construction Services	AP110719	102,086.05	1941	P11561	00102895	11/07/2019
				Check Total:	102,086.05				
MW OH	ALL CITY MANAGEMENT V000005	10/6-19 CROSSING GUARD SVS	103047-6290 Dept. Contract Services	AP110719	3,393.25	64170	P11520	00102896	11/07/2019
				Check Total:	3,393.25				
MW OH	AT & T V008736	NOV POWELL BLDG DSL	109595-6215 Telephone	AP110719	42.80	NOV 2019		00102897	11/07/2019
MW OH	AT & T V008736	NOV HVAC INTERNET	109595-6215 Telephone	AP110719	52.05	NOV HVAC 19		00102897	11/07/2019
MW OH	AT & T V008736	NOV PD YARD INTERNET	109595-6215 Telephone	AP110719	32.10	NOV PD 19		00102897	11/07/2019
				Check Total:	126.95				
MW OH	AT&T V004144	SEPT-OCT PHONE CHARGES	109595-6215 Telephone	AP110719	1,714.05	101219		00102898	11/07/2019
MW OH	AT&T V004144	SEPT-OCT PHONE CHARGES	296561-6215 Telephone	AP110719	565.11	101219		00102898	11/07/2019
				Check Total:	2,279.16				
MW OH	B & M LAWN & GARDEN V000127	CARBURETOR	103658-6301 Special Department Supplies	AP110719	162.42	465729		00102899	11/07/2019
MW OH	B & M LAWN & GARDEN V000127	SPARK PLUGS, BLOWER TUBE	103655-6301 Special Department Supplies	AP110719	192.88	466382		00102899	11/07/2019
MW OH	B & M LAWN & GARDEN V000127	CARBURETOR	103658-6301 Special Department Supplies	AP110719	55.38	466761		00102899	11/07/2019
MW OH	B & M LAWN & GARDEN	CARBURETOR	103658-6301	AP110719	116.22	466762		00102899	11/07/2019

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	V000127		Special Department Supplies						
				Check Total:	526.90				
MW OH	BARTEL ASSOCIATES LLC V010901	ACTUARIAL CONSULTING SVS	102020-6099 Professional Services	AP110719	2,500.00	19-816	P11588	00102900	11/07/2019
				Check Total:	2,500.00				
MW OH	BEN CLARK TRAINING V011329	HONOR GUARD REG - MCINERNEY	103041-6250 Staff Training	AP110719	69.00	AAM4333		00102901	11/07/2019
				Check Total:	69.00				
MW OH	BEST BEST & KRIEGER LLP V009431	AUG LEGAL SERVICES	101005-6006 Litigation	AP110719	9,092.75	859603		00102902	11/07/2019
MW OH	BEST BEST & KRIEGER LLP V009431	SEPT LEGAL SERVICES	101005-6006 Litigation	AP110719	8,052.61	860100		00102902	11/07/2019
				Check Total:	17,145.36				
MW OH	BREA TROPHY AND V004181	BAND REVIEW TROPHIES	104078-6301 Special Department Supplies	AP110719	165.13	7624		00102903	11/07/2019
				Check Total:	165.13				
MW OH	BRENNAN ESTIMATING V011259	AUG FIRE/SECURITY MONITORING	103654-6127 Alarm Monitoring	AP110719	360.00	4129	P11555	00102904	11/07/2019
MW OH	BRENNAN ESTIMATING V011259	SEPT FIRE/SECURITY MONITORING	103654-6127 Alarm Monitoring	AP110719	360.00	4353	P11555	00102904	11/07/2019
MW OH	BRENNAN ESTIMATING V011259	OCT FIRE/SECURITY MONITORING	103654-6127 Alarm Monitoring	AP110719	360.00	4354	P11555	00102904	11/07/2019
MW OH	BRENNAN ESTIMATING V011259	NOV FIRE/SECURITY MONITORING	103654-6127 Alarm Monitoring	AP110719	360.00	4355	P11555	00102904	11/07/2019
				Check Total:	1,440.00				
MW OH	CACEO V011331	MEMBERSHIP DUES - PIVAROFF	102533-6255 Dues & Memberships	AP110719	95.00	300011255		00102905	11/07/2019
MW OH	CACEO V011331	MEMBERSHIP DUES - EADY	102533-6255 Dues & Memberships	AP110719	95.00	300011608		00102905	11/07/2019

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				Check Total:	190.00				
MW OH	CALMAT CO. V010007	ASPHALT	103652-6301 Special Department Supplies	AP110719	415.97	72359456		00102906	11/07/2019
MW OH	CALMAT CO. V010007	ASPHALT	103652-6301 Special Department Supplies	AP110719	593.77	72393830		00102906	11/07/2019
				Check Total:	1,009.74				
MW OH	CARL WARREN & CO V008011	OCT LIABILITY ADMIN SVS	404582-6025 Third Party Administration	AP110719	1,661.00	1889985		00102907	11/07/2019
				Check Total:	1,661.00				
MW OH	CHAVARRIA, OSCAR V010243	PD TRAINING MEALS, MILEAGE	213041-6250 Staff Training	AP110719	35.49	OC101519MM		00102908	11/07/2019
				Check Total:	35.49				
MW OH	COMMERCIAL AQUATIC V005203	OCT FOUNTAIN MAINT	103654-6290 Dept. Contract Services	AP110719	367.20	I19-5646	P11543	00102909	11/07/2019
MW OH	COMMERCIAL AQUATIC V005203	OCT FOUNTAIN MAINT - LIBRARY	103654-6290 / 21008-6290 Dept. Contract Services	AP110719	232.80	I19-5646	P11543	00102909	11/07/2019
MW OH	COMMERCIAL AQUATIC V005203	OCT GOMEZ POOL MAINT	103654-6290 Dept. Contract Services	AP110719	1,100.00	I19-5648	P11543	00102909	11/07/2019
MW OH	COMMERCIAL AQUATIC V005203	OCT WHITTEN POOL MAINT	103654-6290 Dept. Contract Services	AP110719	1,100.00	I19-5673	P11543	00102909	11/07/2019
				Check Total:	2,800.00				
MW OH	CONNELL, JOSEPH V004080	PD TRAINING MEALS, MILEAGE	103040-6250 Staff Training	AP110719	54.86	JC100919MM		00102910	11/07/2019
				Check Total:	54.86				
MW OH	CSULB FOUNDATION V003930	COURT & TEMP HOLDING FACILITY	213041-6250 Staff Training	AP110719	266.00	2129		00102911	11/07/2019
				Check Total:	266.00				
MW OH	DEPARTMENT OF TOXIC V011332	EPA VERIFICATION FEE	103654-6301 Special Department Supplies	AP110719	222.50	201957275		00102912	11/07/2019

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				Check Total:	222.50				
MW OH	DEPARTMENT OF V007722	OUTDOOR AD PERMIT APPLICATION	102531-6257 Licenses & Permits	AP110719	800.00	ODA-0002		00102913	11/07/2019
				Check Total:	800.00				
MW OH	FACTORY MOTOR PARTS V010842	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP110719	80.27	102-087278		00102914	11/07/2019
MW OH	FACTORY MOTOR PARTS V010842	BATTERY	103658-6134 Vehicle Repair & Maintenance	AP110719	165.35	102-087417		00102914	11/07/2019
MW OH	FACTORY MOTOR PARTS V010842	CREDIT	103658-6134 Vehicle Repair & Maintenance	AP110719	-15.75	102-087461		00102914	11/07/2019
MW OH	FACTORY MOTOR PARTS V010842	RADIATOR	103658-6134 Vehicle Repair & Maintenance	AP110719	106.34	102-087539		00102914	11/07/2019
MW OH	FACTORY MOTOR PARTS V010842	THERMOSTAT	103658-6134 Vehicle Repair & Maintenance	AP110719	13.29	102-087705		00102914	11/07/2019
MW OH	FACTORY MOTOR PARTS V010842	OIL FILTERS	103658-6134 Vehicle Repair & Maintenance	AP110719	62.50	102-087706		00102914	11/07/2019
MW OH	FACTORY MOTOR PARTS V010842	SWAY BAR LINK KIT	103658-6134 Vehicle Repair & Maintenance	AP110719	37.02	102-087856		00102914	11/07/2019
MW OH	FACTORY MOTOR PARTS V010842	CREDIT	103658-6134 Vehicle Repair & Maintenance	AP110719	-28.00	102-087912		00102914	11/07/2019
MW OH	FACTORY MOTOR PARTS V010842	BRAKE ROTOR & PADS	103658-6134 Vehicle Repair & Maintenance	AP110719	190.98	102-088016		00102914	11/07/2019
MW OH	FACTORY MOTOR PARTS V010842	MOTOR OIL	103658-6134 Vehicle Repair & Maintenance	AP110719	59.25	102-088057		00102914	11/07/2019
MW OH	FACTORY MOTOR PARTS V010842	AIR FILTER	103658-6134 Vehicle Repair & Maintenance	AP110719	16.52	102-088080		00102914	11/07/2019
MW OH	FACTORY MOTOR PARTS V010842	CREDIT	103658-6134 Vehicle Repair & Maintenance	AP110719	-389.88	12-3256063		00102914	11/07/2019
MW OH	FACTORY MOTOR PARTS V010842	FUEL & AIR FILTERS	103658-6134 Vehicle Repair & Maintenance	AP110719	77.19	12-3273207		00102914	11/07/2019

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MW OH	FACTORY MOTOR PARTS V010842	GREASE	103658-6134 Vehicle Repair & Maintenance	AP110719	17.24	12-3275437		00102914	11/07/2019
MW OH	FACTORY MOTOR PARTS V010842	BRAKE PADS	103658-6134 Vehicle Repair & Maintenance	AP110719	144.05	12-3278233		00102914	11/07/2019
MW OH	FACTORY MOTOR PARTS V010842	CRANKCASE	103658-6134 Vehicle Repair & Maintenance	AP110719	2.49	12-3278917		00102914	11/07/2019
Check Total:					538.86				
MW OH	GILLIS, JOSEPH V008160	PD TRAINING MEALS	213041-6250 Staff Training	AP110719	200.00	JG10141819MM		00102915	11/07/2019
Check Total:					200.00				
MW OH	GLOE, ADAM V002828	PD TRAINING MEALS	103041-6250 Staff Training	AP110719	240.00	AG101519MM		00102916	11/07/2019
Check Total:					240.00				
MW OH	GOLDEN BELL PRODUCTS V005233	ASPHALT DEGREASER	103652-6301 Special Department Supplies	AP110719	216.14	16903		00102917	11/07/2019
Check Total:					216.14				
MW OH	GOMEZ, ROSIE V008922	PD TRAINING MEALS, MILEAGE	213041-6250 Staff Training	AP110719	35.49	RG101519MM		00102919	11/07/2019
Check Total:					35.49				
MW OH	HALO CONFIDENTIAL V008544	OCT PD BACKGROUND CHECKS	103040-6290 Dept. Contract Services	AP110719	4,385.00	0140	P11567	00102920	11/07/2019
MW OH	HALO CONFIDENTIAL V008544	OCT PD TRAINING MGMT SVS	103040-6290 Dept. Contract Services	AP110719	3,237.50	0141T	P11567	00102920	11/07/2019
Check Total:					7,622.50				
MW OH	HDL COREN & CONE V001564	OCT-DEC PROPERTY TAX MGMT SVS	02020-6099 Professional Services	AP110719	3,465.00	0027263-IN	P11538	00102921	11/07/2019
Check Total:					3,465.00				
MW OH	HI-WAY SAFETY RENTALS V000459	STREET SIGN MATERIALS	103652-6310 Street Signs	AP110719	266.01	95031		00102922	11/07/2019

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MW OH	HI-WAY SAFETY RENTALS V000459	STREET SIGN MATERIALS	103652-6310 Street Signs	AP110719	186.68 95528		00102922	11/07/2019
Check Total:					452.69			
MW OH	ICMA RETIREMENT TRUST V010029	ICMA P/E 11/2 PD 11/8	0054-2170 Deferred Comp Payable - ICMA	AP110719	54.94 110819A		00102923	11/07/2019
MW OH	ICMA RETIREMENT TRUST V010029	ICMA P/E 11/2 PD 11/8	0029-2170 Deferred Comp Payable - ICMA	AP110719	120.00 110819A		00102923	11/07/2019
MW OH	ICMA RETIREMENT TRUST V010029	ICMA P/E 11/2 PD 11/8	0037-2170 Deferred Comp Payable - ICMA	AP110719	60.00 110819A		00102923	11/07/2019
MW OH	ICMA RETIREMENT TRUST V010029	ICMA P/E 11/2 PD 11/8	0048-2170 Deferred Comp Payable - ICMA	AP110719	40.00 110819A		00102923	11/07/2019
MW OH	ICMA RETIREMENT TRUST V010029	ICMA P/E 11/2 PD 11/8	0010-2170 Deferred Comp Payable - ICMA	AP110719	1,374.59 110819A		00102923	11/07/2019
Check Total:					1,649.53			
MW OH	IMPERIAL SPRINKLER V006506	PVC PIPE	103655-6130 Repair & Maint/Facilities	AP110719	27.04 3925177-00		00102924	11/07/2019
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION FLOW CONTROLLER	296561-6130 Repair & Maint/Facilities	AP110719	423.46 3938066-00		00102924	11/07/2019
MW OH	IMPERIAL SPRINKLER V006506	SHOVELS	103655-6130 Repair & Maint/Facilities	AP110719	43.48 3942845-00		00102924	11/07/2019
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6130 Repair & Maint/Facilities	AP110719	609.03 3944665-00		00102924	11/07/2019
MW OH	IMPERIAL SPRINKLER V006506	SPRINKLER HEADS, PVC PIPE	296561-6130 Repair & Maint/Facilities	AP110719	431.43 39542979-00		00102924	11/07/2019
Check Total:					1,534.44			
MW OH	JOHN F KENNEDY BAND V011327	HERITAGE PARADE REFUND	100000-4346 Heritage Festival	AP110719	75.00 10302019		00102925	11/07/2019
Check Total:					75.00			
MW OH	L.N. CURTIS & SONS	5X4 PD PATCHES	103041-6360	AP110719	622.05 322854		00102926	11/07/2019

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	V011267		Uniforms						
MW OH	L.N. CURTIS & SONS V011267	PD NAMETAPE PATCHES	103041-6360 Uniforms	AP110719	109.17	326493		00102926	11/07/2019
MW OH	L.N. CURTIS & SONS V011267	PD JACKET - LOMELI	103041-6360 Uniforms	AP110719	161.61	329037		00102926	11/07/2019
MW OH	L.N. CURTIS & SONS V011267	5X4 PD PATCHES	103041-6360 Uniforms	AP110719	155.51	329076		00102926	11/07/2019
Check Total:					1,048.34				
MW OH	LENYI, DARIN V010245	TOLL ROAD REIMBURSEMENT	103040-6301 Special Department Supplies	AP110719	35.29	DL082019		00102927	11/07/2019
Check Total:					35.29				
MW OH	LINCOLN PUBLIC SAFETY V011264	10/21-11/1 CONSULTING SVS	103066-6001 Management Consulting Services	AP110719	6,750.00	006	P11556	00102928	11/07/2019
Check Total:					6,750.00				
MW OH	LOMELI, MICHAEL V010791	PD TRAINING MEALS, MILEAGE	103041-6250 Staff Training	AP110719	135.36	ML8242619MM		00102929	11/07/2019
Check Total:					135.36				
MW OH	M JACK BROOKS JD V010723	OCT CONSULTANT SVS	103065-6290 Dept. Contract Services	AP110719	6,035.00	092019 PHR	P11601	00102930	11/07/2019
Check Total:					6,035.00				
MW OH	MARTINEZ, STEVEN V011330	PARS REFUND	0044-2040 Special Deposits	AP110719	1,724.19	11042019		00102931	11/07/2019
Check Total:					1,724.19				
MW OH	MISSION LINEN SUPPLY V011110	6/4 PW UNIFORM CLEANING SVS	103650-6360 Uniforms	AP110719	95.96	510036220	P11592	00102932	11/07/2019
MW OH	MISSION LINEN SUPPLY V011110	7/23 PW UNIFORM CLEANING SVS	103650-6360 Uniforms	AP110719	107.34	510366210	P11592	00102932	11/07/2019
MW OH	MISSION LINEN SUPPLY V011110	10/8 PW UNIFORM CLEANING SVS	103650-6360 Uniforms	AP110719	107.89	510912725	P11592	00102932	11/07/2019

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MW OH	MISSION LINEN SUPPLY V011110	10/15 PW UNIFORM CLEANING SVS	103650-6360 Uniforms	AP110719	107.89	510966009	P11592	00102932	11/07/2019
					Check Total:	419.08			
MW OH	NEOFUNDS V010852	FUNDS FOR POSTAGE MACHINE	109595-6325 Postage	AP110719	5,010.00	101819		00102933	11/07/2019
					Check Total:	5,010.00			
MW OH	NEOPOST USA INC V010638	POSTAGE MACHINE INK	109595-6315 Office Supplies	AP110719	251.16	15887084		00102934	11/07/2019
					Check Total:	251.16			
MW OH	NIXON, CAROLE V006528	HERITAGE REIMBURSEMENT	104078-6301 Special Department Supplies	AP110719	17.23	11052019		00102935	11/07/2019
MW OH	NIXON, CAROLE V006528	HERITAGE REIMBURSEMENT	104078-6325 Postage	AP110719	22.05	11052019		00102935	11/07/2019
					Check Total:	39.28			
MW OH	ORANGE COUNTY SHERIFF'S ARREST CONTROL TACTICS REG V008628		213041-6250 Staff Training	AP110719	15.00	102819		00102936	11/07/2019
					Check Total:	15.00			
MW OH	PERMECO V004459	VETERANS MONUMENT DEPOSIT	105902-6185 Construction Services	AP110719	1,315.00	903103		00102937	11/07/2019
					Check Total:	1,315.00			
MW OH	PERRIN, PAUL L V010648	10/30 PRE-EMPLOYMENT	103040-6099 Professional Services	AP110719	225.00	19-23		00102938	11/07/2019
					Check Total:	225.00			
MW OH	PEST OPTIONS INC V010037	JULY GOPHER CONTROL SVS	103655-6130 Repair & Maint/Facilities	AP110719	175.00	337510		00102939	11/07/2019
MW OH	PEST OPTIONS INC V010037	JULY SQUIRREL CONTROL SVS	296561-6130 Repair & Maint/Facilities	AP110719	495.00	337510		00102939	11/07/2019
MW OH	PEST OPTIONS INC V010037	JULY GOPHER CONTROL SVS	103655-6130 Repair & Maint/Facilities	AP110719	175.00	337514		00102939	11/07/2019

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MW OH	PEST OPTIONS INC V010037	AUG SQUIRREL CONTROL SVS	296561-6130 Repair & Maint/Facilities	AP110719	990.00	337514		00102939	11/07/2019
MW OH	PEST OPTIONS INC V010037	SEPT-OCT SQUIRREL CONTROL SVS	296561-6130 Repair & Maint/Facilities	AP110719	990.00	337517		00102939	11/07/2019
MW OH	PEST OPTIONS INC V010037	SEPT-OCT RODENT CONTROL SVS	103655-6130 Repair & Maint/Facilities	AP110719	705.00	337517		00102939	11/07/2019
Check Total:					3,530.00				
MW OH	PLACENTIA POLICE CANINECRIMINAL INTERDICTION REG V008538		213041-6250 Staff Training	AP110719	75.00	AD111319R		00102940	11/07/2019
MW OH	PLACENTIA POLICE CANINECRIMINAL INTERDICTION REG V008538		213041-6250 Staff Training	AP110719	75.00	BC111319R		00102940	11/07/2019
MW OH	PLACENTIA POLICE CANINECRIMINAL INTERDICTION REG V008538		213041-6250 Staff Training	AP110719	75.00	BW111319R		00102940	11/07/2019
MW OH	PLACENTIA POLICE CANINECRIMINAL INTERDICTION REG V008538		213041-6250 Staff Training	AP110719	75.00	CD111319R		00102940	11/07/2019
MW OH	PLACENTIA POLICE CANINECRIMINAL INTERDICTION REG V008538		213041-6250 Staff Training	AP110719	75.00	IC111319R		00102940	11/07/2019
MW OH	PLACENTIA POLICE CANINECRIMINAL INTERDICTION REG V008538		213041-6250 Staff Training	AP110719	75.00	JC111319R		00102940	11/07/2019
MW OH	PLACENTIA POLICE CANINECRIMINAL INTERDICTION REG V008538		213041-6250 Staff Training	AP110719	75.00	JI111319R		00102940	11/07/2019
MW OH	PLACENTIA POLICE CANINECRIMINAL INTERDICTION REG V008538		213041-6250 Staff Training	AP110719	75.00	JM11131R		00102940	11/07/2019
MW OH	PLACENTIA POLICE CANINECRIMINAL INTERDICTION REG V008538		213041-6250 Staff Training	AP110719	75.00	NC111319R		00102940	11/07/2019
MW OH	PLACENTIA POLICE CANINECRIMINAL INTERDICTION REG V008538		213041-6250 Staff Training	AP110719	75.00	TR11131R		00102940	11/07/2019
MW OH	PLACENTIA POLICE CANINECRIMINAL INTERDICTION REG V008538		213041-6250 Staff Training	AP110719	75.00	VR111319R		00102940	11/07/2019
Check Total:					825.00				

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MW OH	PLACENTIA, CITY OF V000778	OCT DENTAL CLAIMS	395083-5130 Dental Claim	AP110719	5,050.51	OCTOBER 2019		00102941	11/07/2019
					Check Total:	5,050.51			
MW OH	REINKER, MARIA V011326	PD TRAINING MEALS, MILEAGE	213041-6250 Staff Training	AP110719	426.24	MR916019MM		00102942	11/07/2019
					Check Total:	426.24			
MW OH	RELIANCE STANDARD LIFE V008214	OCT INSURANCE PREMIUMS	109595-5169 STD Ins Premium	AP110719	3,110.98	100119 GL		00102943	11/07/2019
MW OH	RELIANCE STANDARD LIFE V008214	OCT INSURANCE PREMIUMS	109595-5169 STD Ins Premium	AP110719	2,122.48	100119 LTD		00102943	11/07/2019
MW OH	RELIANCE STANDARD LIFE V008214	OCT INSURANCE PREMIUMS	109595-5169 STD Ins Premium	AP110719	2,709.00	100119 STD		00102943	11/07/2019
					Check Total:	7,942.46			
MW OH	RIVERSIDE COUNTY V008065	TACTICAL RIFLE BASICS REG	103040-6250 Staff Training	AP110719	258.00	102819		00102944	11/07/2019
MW OH	RIVERSIDE COUNTY V008065	BACKGROUND INVESTIGATION REG	103040-6250 Staff Training	AP110719	249.00	BCTC0016547		00102944	11/07/2019
					Check Total:	507.00			
MW OH	RODRIGUEZ, MEGAN V010251	PD TRAINING MEALS, MILEAGE	103043-6250 Staff Training	AP110719	259.24	MR10212519M		00102945	11/07/2019
					Check Total:	259.24			
MW OH	ROYAL ROOFING V009420	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP110719	100.00	30-19-144		00102946	11/07/2019
MW OH	ROYAL ROOFING V009420	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP110719	100.00	30-19-153		00102946	11/07/2019
					Check Total:	200.00			
MW OH	SAN BERNARDINO COUNTY V005772	TRAFFIC COLLISION INVEST REG	103043-6250 Staff Training	AP110719	215.00	103019 SERVIN		00102947	11/07/2019
					Check Total:	215.00			

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MW OH	SECO ELECTRIC & LIGHTING V010182	LIGHT FIXTURES FOR MONUMENT	105902-6185 Construction Services	AP110719	2,451.40	5678		00102948	11/07/2019
					Check Total:	2,451.40			
MW OH	SHARP, NATALIE V011328	ADMIN CITATION REFUND	100000-4411 Administrative Citations	AP110719	300.00	006851		00102949	11/07/2019
					Check Total:	300.00			
MW OH	SO CAL LAND MAINTENANCE V011102	ECT PARK LANDSCAPE MAINT SVS	103655-6115 Landscaping	AP110719	22,968.91	8590	P11512	00102950	11/07/2019
					Check Total:	22,968.91			
MW OH	SOUTHERN CALIFORNIA V010002	INSTALL METER @ NAV CTR	784070-6330 Electricity	AP110719	3,001.92	7590242367		00102951	11/07/2019
					Check Total:	3,001.92			
MW OH	SPARKLETTS V000967	OCT SR CENTER WATER SERVICE	104079-6299 Other Purchased Services	AP110719	137.41	15169979	101619	00102952	11/07/2019
MW OH	SPARKLETTS V000967	OCT WHITTEN CTR WATER SVS	104072-6299 Other Purchased Services	AP110719	77.44	15169979	101919	00102952	11/07/2019
					Check Total:	214.85			
MW OH	TIAA COMMERCIAL FINANCE V010867	NOV PRINTER MANAGEMENT SVS	109595-6137 Repair Maint/Equipment	AP110719	1,920.14	6648253	P11505	00102953	11/07/2019
					Check Total:	1,920.14			
MW OH	TIME WARNER CABLE V004450	NOV CITY HALL INTERNET/VOICE	109595-6215 Telephone	AP110719	1,221.39	0347700102519		00102954	11/07/2019
MW OH	TIME WARNER CABLE V004450	NOV WHITTEN INTERNET	109595-6215 Telephone	AP110719	632.91	0347726102519		00102954	11/07/2019
MW OH	TIME WARNER CABLE V004450	NOV PW YARD INTERNET	109595-6215 Telephone	AP110719	632.91	0347858102619		00102954	11/07/2019
					Check Total:	2,487.21			
MW OH	TITUS, DILLON V011003	PD TRAINING MEALS, MILEAGE	103041-6250 Staff Training	AP110719	238.46	DT1071719MM		00102955	11/07/2019

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				Check Total:	238.46				
MW OH	TORRES, CAROLINA V009169	PD TRAINING MEALS, MILEAGE	213041-6250 Staff Training	AP110719	314.16	CT10142519MM		00102956	11/07/2019
				Check Total:	314.16				
MW OH	TRANSUNION RISK & V009317	OCT PD DATABASE TRANSACTIONS	103042-6290 Dept. Contract Services	AP110719	166.00	49451-201901-1		00102957	11/07/2019
MW OH	TRANSUNION RISK & V009317	SEPT PD DATABASE TRANSACTIONS	103042-6290 Dept. Contract Services	AP110719	169.00	49451-201909-1		00102957	11/07/2019
				Check Total:	335.00				
MW OH	TS CARPET & DESIGN V005731	DETECTIVE BUREAU CARPET	103042-6301 Special Department Supplies	AP110719	1,495.58	3731		00102958	11/07/2019
MW OH	TS CARPET & DESIGN V005731	50% DEPOSIT PD CARPET	555915-6185 Construction Services	AP110719	12,487.15	3749	P11612	00102958	11/07/2019
				Check Total:	13,982.73				
MW OH	TURBO DATA SYSTEMS INC V001238	TPM CITATION FORMS	103047-6230 Printing & Binding	AP110719	435.00	31169		00102959	11/07/2019
				Check Total:	435.00				
MW OH	UNDERGROUND SERVICE V010637	OCT DIG ALERT SVS	484356-6301 Special Department Supplies	AP110719	95.80	1020190522		00102960	11/07/2019
MW OH	UNDERGROUND SERVICE V010637	OCT REGULATORY COSTS	484356-6301 Special Department Supplies	AP110719	57.07	18DSBFE5873		00102960	11/07/2019
				Check Total:	152.87				
MW OH	UNIQUE PRINTING V010259	PD UNIFORM - KNOX	103042-6360 Uniforms	AP110719	224.03	41309		00102961	11/07/2019
				Check Total:	224.03				
MW OH	VERIZON WIRELESS V008735	9/21-10/20 COUNCIL IPAD CHARGE	109595-6215 Telephone	AP110719	220.95	98405166		00102962	11/07/2019
MW OH	VERIZON WIRELESS V008735	9/21-10/20 CA IPAD CHARGES	109595-6215 Telephone	AP110719	38.01	9840516682		00102962	11/07/2019

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MW OH	VERIZON WIRELESS V008735	9/21-10/20 IPAD CHARGES	109595-6215 Telephone	AP110719	482.38	9840516683		00102962	11/07/2019
MW OH	VERIZON WIRELESS V008735	9/21-10/20 KRAEMER INTERNET	109595-6215 Telephone	AP110719	19.01	9840521423		00102962	11/07/2019
MW OH	VERIZON WIRELESS V008735	9/21-10/20 KRAEMER INTERNET	109595-6215 / 21009-6215 Telephone	AP110719	19.00	9840521423		00102962	11/07/2019
Check Total:					779.35				
MW OH	WARREN, RICHARD V011095	DEMOLITION BOND REFUND	0044-2033 Construction & Demo Deposit	AP110719	500.00	40-19-11		00102963	11/07/2019
Check Total:					500.00				
MW OH	WELLS FARGO BANK NA V010035	GAS TAX BOND PAYMENT	0052-1150 Cash w/Fiscal Agent	AP110719	102,946.98	110419		00102964	11/07/2019
Check Total:					102,946.98				
MW OH	WEST COAST ARBORISTS INC V001124	09/1-15 TREE TRIMMING SVS	103655-6116 Tree Maintenance	AP110719	9,438.00	153080	P11511	00102965	11/07/2019
MW OH	WEST COAST ARBORISTS INC V001124	OCT PALM TREE PRUNING LIBRARY	103655-6116 / 21008-6116 Tree Maintenance	AP110719	1,752.61	153080	P11511	00102965	11/07/2019
MW OH	WEST COAST ARBORISTS INC V001124	OCT PALM TREE PRUNING SVS	103655-6116 Tree Maintenance	AP110719	2,460.39	153080	P11511	00102965	11/07/2019
Check Total:					13,651.00				
MW OH	YORBA LINDA WATER V001148	SEPT-OCT WATER CHARGES	109595-6335 Water	AP110719	2,026.67	102119		00102966	11/07/2019
Check Total:					2,026.67				
MW OH	YORBA LINDA WATER V006633	OCT SEWER FEES	484356-6297 Billing Services	AP110719	996.53	227198		00102967	11/07/2019
Check Total:					996.53				
MW OH	CBE V008124	OVERAGE CHG 10/5-11/4	109595-6175 Office Equipment Rental	AP111419	20.99	IN2206362		00102968	11/14/2019
Check Total:					20.99				

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MW OH	DIAZ, ALEXANDER V010598	DJ LET'S DANCE NOV	104071-6299 Other Purchased Services	AP111419	200.00	110519		00102969	11/14/2019
					Check Total:	200.00			
MW OH	EMPLOYMENT V000203	BENEFIT CHANGE JUL-SEPT	404581-5155 Employee Insurance Claims	AP111419	270.00	L1678607584		00102970	11/14/2019
					Check Total:	270.00			
MW OH	GOLDEN STATE WATER V000928	WATER CHARGES AUG-OCT FY19-20784070-6335	0044-2037 Water	AP111419	126.92	101919		00102971	11/14/2019
MW OH	GOLDEN STATE WATER V000928	WATER CHARGES AUG-OCT FY19-20296561-6335	0044-2037 Water	AP111419	5,046.42	101919		00102971	11/14/2019
MW OH	GOLDEN STATE WATER V000928	WATER CHARGES AUG-OCT FY19-20109595-6335	0044-2037 Water	AP111419	27,759.20	101919		00102971	11/14/2019
					Check Total:	32,932.54			
MW OH	ORANGE COUNTY V011002	OCSD SEWER FEE OCT 5% CITY FEE	0044-2037 County Sanitation Dist Fee	AP111419	874.00	B19-075		00102972	11/14/2019
MW OH	ORANGE COUNTY V011002	OCSD SEWER FEE OCT 5% CITY FEE	100000-4364 Sanitation Collect Fees	AP111419	-43.70	B19-075		00102972	11/14/2019
					Check Total:	830.30			
MW OH	VERIZON WIRELESS V008735	SEPT 21-OCT 20 PD DEVICES	109595-6215 Telephone	AP111419	1,838.73	9840516681		00102973	11/14/2019
					Check Total:	1,838.73			
MW OH	JOHN HANCOCK USA-PARS V010625	PARS-FT P/E 11/2 PD 11/8	0037-2131 Employer PARS/ARS Payable	AP111919	210.81	110819A		00102974	11/20/2019
MW OH	JOHN HANCOCK USA-PARS V010625	PARS-FT P/E 11/2 PD 11/8	0054-2131 Employer PARS/ARS Payable	AP111919	117.77	110819A		00102974	11/20/2019
MW OH	JOHN HANCOCK USA-PARS V010625	PARS-FT P/E 11/2 PD 11/8	0029-2131 Employer PARS/ARS Payable	AP111919	160.68	110819A		00102974	11/20/2019
MW OH	JOHN HANCOCK USA-PARS V010625	PARS-FT P/E 11/2 PD 11/8	0010-2131 Employer PARS/ARS Payable	AP111919	967.53	110819A		00102974	11/20/2019

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MW OH	JOHN HANCOCK USA-PARS V010625	PARS-FT P/E 11/2 PD 11/8	0048-2131 Employer PARS/ARS Payable	AP111919	171.93	110819A		00102974	11/20/2019
					Check Total:	1,628.72			
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 11/2 PD 11/8	0062-2126 Employee PARS/ARS W/H	AP111919	35.53	110819A		00102975	11/20/2019
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 11/2 PD 11/8	0010-2131 Employer PARS/ARS Payable	AP111919	1,156.39	110819A		00102975	11/20/2019
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 11/2 PD 11/8	0050-2126 Employee PARS/ARS W/H	AP111919	108.70	110819A		00102975	11/20/2019
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 11/2 PD 11/8	0050-2131 Employer PARS/ARS Payable	AP111919	108.70	110819A		00102975	11/20/2019
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 11/2 PD 11/8	0062-2131 Employer PARS/ARS Payable	AP111919	35.53	110819A		00102975	11/20/2019
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 11/2 PD 11/8	0010-2126 Employee PARS/ARS W/H	AP111919	1,156.39	110819A		00102975	11/20/2019
					Check Total:	2,601.24			
MW OH	ADMINSURE V004980	OCT WORKERS COMP ADMIN SVS	404580-6025 Third Party Administration	AP112119	4,158.00	12456		00102976	11/21/2019
					Check Total:	4,158.00			
MW OH	AGEE, ERIKA V009587	YOUTH BASKETBALL REFUND	100000-4340 Recreation Programs	AP112119	150.00	2002668.002		00102977	11/21/2019
					Check Total:	150.00			
MW OH	ALTERNATIVE HOSE INC V005320	HOSE ASSEMBLY	103658-6137 Repair Maint/Equipment	AP112119	45.83	5928378		00102978	11/21/2019
					Check Total:	45.83			
MW OH	AT & T V008736	NOV TEEN CENTER INTERNET SVS	109595-6215 Telephone	AP112119	32.10	NOV T/C 19		00102979	11/21/2019
					Check Total:	32.10			
MW OH	BALOLOY, JERED	SCHOLARSHIP AWARD	101511-6301 / 79466-6301	AP112119	100.00	111119JB		00102980	11/21/2019

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	V011338		Special Department Supplies						
				Check Total:	100.00				
MW OH	CALIFORNIA DENTAL V008102	DEC DENTAL INSURANCE PMT	395000-4720 ISF Dental Ins Reimbursement	AP112119	691.06	DECEMBER 19		00102981	11/21/2019
MW OH	CALIFORNIA DENTAL V008102	DEC DENTAL INSURANCE PMT	395083-5162 Dental Insurance Premiums	AP112119	131.08	DECEMBER 19		00102981	11/21/2019
				Check Total:	822.14				
MW OH	CANON FINANCIAL SERVICES V008979	NOV COPIER CONTRACT CHARGES	109595-6175 Office Equipment Rental	AP112119	1,404.32	20745250		00102982	11/21/2019
MW OH	CANON FINANCIAL SERVICES V008979	NOV COPIER CONTRACT CHARGES	109595-6175 Office Equipment Rental	AP112119	264.20	20745253		00102982	11/21/2019
				Check Total:	1,668.52				
MW OH	COUNTY OF ORANGE V005595	PW YARD INSPECTIONS	103654-6257 Licenses & Permits	AP112119	332.50	IN1200759		00102983	11/21/2019
				Check Total:	332.50				
MW OH	CRAFCO INC. V009329	ASPHALT	103652-6132 Repair & Maintenance/Streets	AP112119	893.82	9402153911		00102984	11/21/2019
				Check Total:	893.82				
MW OH	D & D SERVICES INC. V007321	OCT-DEC ANIMAL DISPOSAL SVS	103045-6280 Animal Control Services	AP112119	735.00	107094		00102985	11/21/2019
				Check Total:	735.00				
MW OH	DEPINHO ROOFING INC V010898	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP112119	100.00	30-19-156		00102986	11/21/2019
				Check Total:	100.00				
MW OH	DEPT OF TAX AND FEE V011333	TRANSACTION & USE TAX	790000-4062 Measure U Sales Taxes	AP112119	6,725.70	TF500239		00102987	11/21/2019
				Check Total:	6,725.70				
MW OH	FACTORY MOTOR PARTS V010842	BRAKE PADS & ROTOR	103658-6134 Vehicle Repair & Maintenance	AP112119	98.88	102-088514		00102988	11/21/2019

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MW OH	FACTORY MOTOR PARTS V010842	BLOWER MOTOR RESISTOR KIT	103658-6134 Vehicle Repair & Maintenance	AP112119	48.38	102-088894		00102988	11/21/2019
MW OH	FACTORY MOTOR PARTS V010842	ENGINE OIL PRESSURE SWITCH	103658-6134 Vehicle Repair & Maintenance	AP112119	44.86	102-088918		00102988	11/21/2019
MW OH	FACTORY MOTOR PARTS V010842	LIQUID TIRE CEMENT	103658-6134 Vehicle Repair & Maintenance	AP112119	24.64	102-088931		00102988	11/21/2019
MW OH	FACTORY MOTOR PARTS V010842	HVAC BLOWER MOTOR	103658-6134 Vehicle Repair & Maintenance	AP112119	38.82	12-3282060		00102988	11/21/2019
MW OH	FACTORY MOTOR PARTS V010842	HVAC BLOWER MOTOR	103658-6134 Vehicle Repair & Maintenance	AP112119	115.92	12-3289897		00102988	11/21/2019
MW OH	FACTORY MOTOR PARTS V010842	OIL PRESSURE FILTER	103658-6134 Vehicle Repair & Maintenance	AP112119	4.57	12-3290158		00102988	11/21/2019
MW OH	FACTORY MOTOR PARTS V010842	TIRE LINER SEALER	103658-6134 Vehicle Repair & Maintenance	AP112119	11.52	12-3290487		00102988	11/21/2019
Check Total:					387.59				
MW OH	FAIRWAY FORD V000376	INDICATOR ASSEMBLY	103658-6134 Vehicle Repair & Maintenance	AP112119	43.02	251690		00102989	11/21/2019
Check Total:					43.02				
MW OH	FIDELITY SECURITY LIFE V008132	NOV VISION INSURANCE PMT	395000-4740 ISF Employee Optical Costs	AP112119	1,763.27	164083977		00102990	11/21/2019
MW OH	FIDELITY SECURITY LIFE V008132	NOV VISION INSURANCE PMT	395083-5164 Optical Insurance Premiums	AP112119	1,218.05	164083977		00102990	11/21/2019
Check Total:					2,981.32				
MW OH	FIS V008518	OCT B/L INTERCHANGE FEES	102020-6025 Third Party Administration	AP112119	28.07	34523832		00102991	11/21/2019
Check Total:					28.07				
MW OH	GLACIER COMPUTER LLC V011300	A140 LTE INTEL CORE TABLETS	106012-6840 Machinery & Equipment	AP112119	19,097.47	97259	P11605	00102992	11/21/2019
Check Total:					19,097.47				

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MW OH	GST V009410	BLOCK OF TIME SVS	101523-6290 Dept. Contract Services	AP112119	3,250.00	INV41724		00102993	11/21/2019
					Check Total:	3,250.00			
MW OH	HEALTHPOINTE MEDICAL V010713	OCT PRE EMPLOYMENT EXAMS	101512-6099 Professional Services	AP112119	839.00	30601-3041082		00102994	11/21/2019
					Check Total:	839.00			
MW OH	HERC RENTALS INC V010786	SMALL BREAKER RENTAL	103654-6170 Equipment & Tool Rental	AP112119	68.39	31095576-001		00102995	11/21/2019
MW OH	HERC RENTALS INC V010786	CONCRETE GRINDER RENTAL	103652-6170 Equipment & Tool Rental	AP112119	93.83	31111383-001		00102995	11/21/2019
					Check Total:	162.22			
MW OH	HOT SHOTS ATHLETIC V009607	YOUTH BASKETBALL UNIFORMS	104071-6301 / 79376-6301 Special Department Supplies	AP112119	2,810.87	590		00102996	11/21/2019
					Check Total:	2,810.87			
MW OH	HOYT ROOFS INC V003476	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP112119	100.00	30-19-175		00102997	11/21/2019
MW OH	HOYT ROOFS INC V003476	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP112119	100.00	30-19-188		00102997	11/21/2019
					Check Total:	200.00			
MW OH	INFRASTRUCTURE V011245	JULY ON CALL PLAN CHECK SVS	103551-6099 Professional Services	AP112119	6,925.00	24371	P11537	00102998	11/21/2019
MW OH	INFRASTRUCTURE V011245	AUG-SEP ON CALL PLAN CHECK SVS	103551-6099 Professional Services	AP112119	11,865.00	24551	P11537	00102998	11/21/2019
					Check Total:	18,790.00			
MW OH	JONES & MAYER V009822	SEPT LEGAL SERVICES	547525-6005 Legal Services	AP112119	1,701.34	91032		00102999	11/21/2019
MW OH	JONES & MAYER V009822	CREDIT - LEGAL SERVICES	101005-6005 Legal Services	AP112119	-829.92	91436		00102999	11/21/2019
MW OH	JONES & MAYER	SEPT LEGAL SERVICES	101005-6005	AP112119	26,489.34	94212		00102999	11/21/2019

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	V009822		Legal Services						
MW OH	JONES & MAYER V009822	SEPT LEGAL SERVICES	101005-6005 Legal Services	AP112119	1,348.62	94215		00102999	11/21/2019
MW OH	JONES & MAYER V009822	SEPT LEGAL SERVICES	102531-6099 / 45057-6099 Professional Services	AP112119	335.16	94216		00102999	11/21/2019
MW OH	JONES & MAYER V009822	SEPT LEGAL SERVICES	101005-6005 Legal Services	AP112119	1,340.64	94220		00102999	11/21/2019
MW OH	JONES & MAYER V009822	SEPT LEGAL SERVICES	101005-6005 Legal Services	AP112119	2,390.80	94221		00102999	11/21/2019
MW OH	JONES & MAYER V009822	SEPT LEGAL SERVICES	101005-6005 Legal Services	AP112119	1,429.82	94226		00102999	11/21/2019
MW OH	JONES & MAYER V009822	SEPT LEGAL SERVICES	101005-6005 Legal Services	AP112119	156.41	94227		00102999	11/21/2019
MW OH	JONES & MAYER V009822	SEPT LEGAL SERVICES	101005-6005 Legal Services	AP112119	1,340.65	94228		00102999	11/21/2019
MW OH	JONES & MAYER V009822	SEPT LEGAL SERVICES	101005-6005 Legal Services	AP112119	826.72	94229		00102999	11/21/2019
MW OH	JONES & MAYER V009822	SEPT LEGAL SERVICES	101005-6005 Legal Services	AP112119	1,844.97	94234		00102999	11/21/2019
MW OH	JONES & MAYER V009822	SEPT LEGAL SERVICES	101005-6005 Legal Services	AP112119	7,324.11	94342		00102999	11/21/2019
				Check Total:	45,698.66				
MW OH	KEYSER MARSTON V010468	OCT REAL ESTATE ADVISORY SVS	102534-6099 Professional Services	AP112119	742.50	0034045	P11547	00103000	11/21/2019
				Check Total:	742.50				
MW OH	KWON, BRANDON V011337	STUDENT SPEAKER SCHOLARSHIP	101511-6301 / 79466-6301 Special Department Supplies	AP112119	100.00	111119BK		00103001	11/21/2019
				Check Total:	100.00				
MW OH	MARK43 INC	FIRE COMPUTER AIDED DISPATCH	796009-6840	AP112119	6,305.00	INV0197	P11614	00103002	11/21/2019

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For 11/25/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010565		Machinery & Equipment						
MW OH	MARK43 INC V010565	FIRE COMPUTER AIDED DISPATCH	106009-6840 Machinery & Equipment	AP112119	21,445.00	INV0197	P11614	00103002	11/21/2019
MW OH	MARK43 INC V010565	LEVY GARNISHMENT PMT	796009-6840 Machinery & Equipment	AP112119	-322.16	INV0197	P11614	00103002	11/21/2019
Check Total:					27,427.84				
MW OH	MC FADDEN-DALE V000635	STREET STENCIL SET	103658-6301 Special Department Supplies	AP112119	55.38	391038/5		00103003	11/21/2019
Check Total:					55.38				
MW OH	MCKENZIE, TOM V006560	PD TRAINING MEALS, MILEAGE	103041-6250 Staff Training	AP112119	128.58	TM10101219		00103004	11/21/2019
Check Total:					128.58				
MW OH	MIMUN, LIA V011336	STUDENT SPEAKER SCHOLARSHIP	101511-6301 / 79466-6301 Special Department Supplies	AP112119	100.00	111119LM		00103005	11/21/2019
Check Total:					100.00				
MW OH	NICKEY PETROLEUM V000696	GASOLINE	103658-6345 Gasoline & Diesel Fuel	AP112119	24,592.63	346994	P11509	00103006	11/21/2019
Check Total:					24,592.63				
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103550-6315 Office Supplies	AP112119	111.04	64044		00103007	11/21/2019
MW OH	OFFICE INDUSTRIES V007477	PAPER	109595-6315 Office Supplies	AP112119	165.26	64080		00103007	11/21/2019
MW OH	OFFICE INDUSTRIES V007477	PAPER	109595-6315 Office Supplies	AP112119	123.94	64108		00103007	11/21/2019
Check Total:					400.24				
MW OH	ORANGE COUNTY FIRE V000704	SEPT PLAN CHECK CHARGES	0044-2055 Or Co Fire Auth/Pln Rev Depos	AP112119	387.00	PC207159		00103008	11/21/2019
MW OH	ORANGE COUNTY FIRE V000704	OCT PLAN CHECK CHARGES	0044-2055 Or Co Fire Auth/Pln Rev Depos	AP112119	387.00	PC207161		00103008	11/21/2019

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	ORANGE COUNTY FIRE V000704	OCT PLAN CHECK CHARGES	0044-2055 Or Co Fire Auth/Pln Rev Depos	AP112119	244.00	PC207163		00103008	11/21/2019
					Check Total:	1,018.00			
MW OH	ORANGE COUNTY V007306	OCT PARKING CITATIONS	0044-2038 Parking Fines	AP112119	7,304.00	103119		00103009	11/21/2019
					Check Total:	7,304.00			
MW OH	PARKHOUSE TIRE INC V004472	TIRES	103658-6134 Vehicle Repair & Maintenance	AP112119	337.38	1020219066		00103010	11/21/2019
MW OH	PARKHOUSE TIRE INC V004472	TIRES	103658-6134 Vehicle Repair & Maintenance	AP112119	1,404.87	1020219443		00103010	11/21/2019
					Check Total:	1,742.25			
MW OH	PARS V006999	SEPT ARS PARS FEES	109595-6295 City Admin Services	AP112119	700.40	44223		00103011	11/21/2019
MW OH	PARS V006999	SEPT REP PARS FEES	109595-6295 City Admin Services	AP112119	400.00	44254		00103011	11/21/2019
					Check Total:	1,100.40			
MW OH	PEREZ, FRANK V001550	CAR SHOW REIMBURSEMENT	104078-6301 Special Department Supplies	AP112119	296.60	19-335		00103012	11/21/2019
					Check Total:	296.60			
MW OH	PEREZ, MARINA V011325	DEPOSIT REFUND - KRAEMER PARK	100000-4385 Facility Rental	AP112119	100.00	2002678.002		00103013	11/21/2019
					Check Total:	100.00			
MW OH	PINA, JUANA V008762	DEPOSIT REFUND - WHITTEN	100000-4385 Facility Rental	AP112119	150.00	2002674.002		00103014	11/21/2019
					Check Total:	150.00			
MW OH	POLICEONE.COM V011339	TASER CEW INSTRUCTOR CERT REG	103041-6250 Staff Training	AP112119	495.00	61637 REV 1		00103015	11/21/2019
					Check Total:	495.00			
MW OH	PRINCIPAL FINANCIAL	NOV LIFE INSURANCE PMT	395083-5163	AP112119	390.40	124129045000-00		00103016	11/21/2019

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Check Register
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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000844		Life Insurance Premiums						
MW OH	PRINCIPAL FINANCIAL V000844	NOV LIFE INSURANCE PMT	109595-5110 Life Ins Allocation	AP112119	755.52	124129045000-00		00103016	11/21/2019
Check Total:					1,145.92				
MW OH	PRINCIPAL LIFE V008141	NOV DENTAL INSURANCE PMT	395000-4720 ISF Dental Ins Reimbursement	AP112119	950.40	NOVEMBER 19		00103017	11/21/2019
MW OH	PRINCIPAL LIFE V008141	NOV DENTAL INSURANCE PMT	395083-5162 Dental Insurance Premiums	AP112119	871.20	NOVEMBER 19		00103017	11/21/2019
Check Total:					1,821.60				
MW OH	ROYAL ROOFING V009420	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP112119	100.00	30-19-152		00103018	11/21/2019
Check Total:					100.00				
MW OH	SAGECREST PLANNING AND V010576	DOCT PLAN CHECK, BLDG INSP SVS	102532-6290 Dept. Contract Services	AP112119	19,095.00	1604	P11535	00103019	11/21/2019
Check Total:					19,095.00				
MW OH	SCURRAH ROOFING V010450	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP112119	100.00	30-19-189		00103020	11/21/2019
MW OH	SCURRAH ROOFING V010450	BLDG PERMIT REFUND	0044-2036 CBSC State Fee	AP112119	1.00	B19-1277		00103020	11/21/2019
MW OH	SCURRAH ROOFING V010450	BLDG PERMIT REFUND	750000-4303 Technology Fee	AP112119	40.25	B19-1277		00103020	11/21/2019
MW OH	SCURRAH ROOFING V010450	BLDG PERMIT REFUND	0044-2030 Strong Motion Fees/Res.	AP112119	2.96	B19-1277		00103020	11/21/2019
MW OH	SCURRAH ROOFING V010450	BLDG PERMIT REFUND	100000-4160 Building Permits	AP112119	432.00	B19-1277		00103020	11/21/2019
MW OH	SCURRAH ROOFING V010450	BLDG PERMIT REFUND	740000-4302 General Plan Update Fee	AP112119	69.00	B19-1277		00103020	11/21/2019
MW OH	SCURRAH ROOFING V010450	BLDG PERMIT REFUND	0044-2049 Health & Safety Collection	AP112119	5.00	B19-1277		00103020	11/21/2019

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	650.21				
MW OH	SHEN, BEN V011334	80% PLUMBING PERMIT REFUND	100000-4162 Plumbing Permits	AP112119	104.00	B19-1280		00103021	11/21/2019
MW OH	SHEN, BEN V011334	80% PLUMBING PERMIT REFUND	100000-4162 Plumbing Permits	AP112119	104.00	B19-1281		00103021	11/21/2019
				Check Total:	208.00				
MW OH	SILVER & WRIGHT LLP V009853	OCT LEGAL SERVICES	101005-6299 Other Purchased Services	AP112119	785.80	26056		00103022	11/21/2019
				Check Total:	785.80				
MW OH	SIMMONS, PETER V007953	PIANO DOLLIES REIMBURSEMENT	0044-2063 Placentia Community Chorus	AP112119	273.92	11182019		00103023	11/21/2019
				Check Total:	273.92				
MW OH	SO CAL GAS V000909	SEPT-OCT GAS CHARGES	109595-6340 Natural Gas	AP112119	52.04	10252019		00103024	11/21/2019
				Check Total:	52.04				
MW OH	SOUTHERN CALIFORNIA V000910	SEPT-NOV ELECTRICAL CHARGES	296561-6330 Electricity	AP112119	244.84	110519		00103025	11/21/2019
MW OH	SOUTHERN CALIFORNIA V000910	SEPT-NOV ELECTRICAL CHARGES	109595-6330 / 21009-6330 Electricity	AP112119	50.80	110519		00103025	11/21/2019
MW OH	SOUTHERN CALIFORNIA V000910	SEPT-NOV ELECTRICAL CHARGES	109595-6330 / 21010-6330 Electricity	AP112119	223.50	110519		00103025	11/21/2019
MW OH	SOUTHERN CALIFORNIA V000910	SEPT-NOV ELECTRICAL CHARGES	286560-6330 Electricity	AP112119	33,595.89	110519		00103025	11/21/2019
MW OH	SOUTHERN CALIFORNIA V000910	SEPT-NOV ELECTRICAL CHARGES	109595-6330 Electricity	AP112119	29,686.79	110519		00103025	11/21/2019
				Check Total:	63,801.82				
MW OH	SPARKLETTS V000967	OCT WATER, COFFEE SERVICES	109595-6301 Special Department Supplies	AP112119	4,241.70	4106122-101719		00103026	11/21/2019
				Check Total:	4,241.70				

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	TIME WARNER CABLE V004450	NOV-DEC PD FIBER CHARGES	109595-6215 Telephone	AP112119	619.00	0528002111419		00103027	11/21/2019
					Check Total:	619.00			
MW OH	TITUS, DILLON V011003	PD TRAINING MILEAGE	103041-6250 Staff Training	AP112119	47.56	072219		00103028	11/21/2019
					Check Total:	47.56			
MW OH	TOMESCU, DANA V011335	DEPOSIT REFUND - BACKS BLDG	100000-4385 Facility Rental	AP112119	150.00	2002676.002		00103029	11/21/2019
					Check Total:	150.00			
MW OH	TRAFFIC MANAGEMENT V008463	REFLECTIVE PAVEMENT MARKERS	103652-6301 Special Department Supplies	AP112119	461.45	558831		00103030	11/21/2019
					Check Total:	461.45			
MW OH	TUFFREE MIDDLE SCHOOL V007403	VOCAL ENSEMBLE SCHOLARSHIP	101511-6301 / 79466-6301 Special Department Supplies	AP112119	100.00	111119		00103031	11/21/2019
					Check Total:	100.00			
MW OH	WANKE, CHAD P. V007435	OCT TRAVEL REIMBURSEMENT	101001-6245 Meetings & Conferences	AP112119	727.48	111919		00103032	11/21/2019
					Check Total:	727.48			
MW OH	CALIFORNIA STATE V004813	PE 11/16/19 PD 11/22/19	0029-2196 Garnishments W/H	PY19024	138.46	2700/1901024		00103033	11/26/2019
MW OH	CALIFORNIA STATE V004813	PE 11/16/19 PD 11/22/19	0010-2196 Garnishments W/H	PY19024	1,240.60	2700/1901024		00103033	11/26/2019
MW OH	CALIFORNIA STATE V004813	PE 11/16/19 PD 11/22/19	0048-2196 Garnishments W/H	PY19024	64.15	2700/1901024		00103033	11/26/2019
MW OH	CALIFORNIA STATE V004813	PE 11/16/19 PD 11/22/19	0037-2196 Garnishments W/H	PY19024	69.23	2700/1901024		00103033	11/26/2019
					Check Total:	1,512.44			
MW OH	FRANCHISE TAX BOARD V000404	PE 11/16/19 PD 11/22/19	0010-2196 Garnishments W/H	PY19024	54.00	2710/1901024		00103034	11/26/2019

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Check Register
For 11/25/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	FRANCHISE TAX BOARD V000404	PE 11/16/19 PD 11/22/19	0048-2196 Garnishments W/H	PY19024	6.00	2710/1901024		00103034	11/26/2019
Check Total:					60.00				
MW OH	ORANGE COUNTY V000699	PE 11/16/19 PD 11/22/19	0010-2176 PCEA/OCEA Assoc Dues	PY19024	324.68	2610/1901024		00103035	11/26/2019
MW OH	ORANGE COUNTY V000699	PE 11/16/19 PD 11/22/19	0062-2176 PCEA/OCEA Assoc Dues	PY19024	9.62	2610/1901024		00103035	11/26/2019
MW OH	ORANGE COUNTY V000699	PE 11/16/19 PD 11/22/19	0029-2176 PCEA/OCEA Assoc Dues	PY19024	6.26	2610/1901024		00103035	11/26/2019
MW OH	ORANGE COUNTY V000699	PE 11/16/19 PD 11/22/19	0048-2176 PCEA/OCEA Assoc Dues	PY19024	23.56	2610/1901024		00103035	11/26/2019
MW OH	ORANGE COUNTY V000699	PE 11/16/19 PD 11/22/19	0037-2176 PCEA/OCEA Assoc Dues	PY19024	1.44	2610/1901024		00103035	11/26/2019
Check Total:					365.56				
MW OH	PCEA C/O NORTH ORANGE V000679	PE 11/16/19 PD 11/22/19	0037-2176 PCEA/OCEA Assoc Dues	PY19024	0.15	2615/1901024		00103036	11/26/2019
MW OH	PCEA C/O NORTH ORANGE V000679	PE 11/16/19 PD 11/22/19	0048-2176 PCEA/OCEA Assoc Dues	PY19024	2.45	2615/1901024		00103036	11/26/2019
MW OH	PCEA C/O NORTH ORANGE V000679	PE 11/16/19 PD 11/22/19	0010-2176 PCEA/OCEA Assoc Dues	PY19024	33.75	2615/1901024		00103036	11/26/2019
MW OH	PCEA C/O NORTH ORANGE V000679	PE 11/16/19 PD 11/22/19	0029-2176 PCEA/OCEA Assoc Dues	PY19024	0.65	2615/1901024		00103036	11/26/2019
MW OH	PCEA C/O NORTH ORANGE V000679	PE 11/16/19 PD 11/22/19	0062-2176 PCEA/OCEA Assoc Dues	PY19024	1.00	2615/1901024		00103036	11/26/2019
Check Total:					38.00				
MW OH	PLACENTIA POLICE V003519	PE 11/16/19 PD 11/22/19	0010-2178 Placentia Police Assoc Dues	PY19024	2,225.31	2620/1901024		00103037	11/26/2019
MW OH	PLACENTIA POLICE V003519	PE 11/16/19 PD 11/22/19	0076-2178 Placentia Police Assoc Dues	PY19024	9.60	2620/1901024		00103037	11/26/2019
MW OH	PLACENTIA POLICE	PE 11/16/19 PD 11/22/19	0050-2178	PY19024	18.01	2620/1901024		00103037	11/26/2019

**City of Placentia
Check Register
For 11/25/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V003519		Placentia Police Assoc Dues						
MW OH	PLACENTIA POLICE V003519	PE 11/16/19 PD 11/22/19	0062-2178 Placentia Police Assoc Dues	PY19024	156.44	2620/1901024		00103037	11/26/2019
MW OH	PLACENTIA POLICE V003519	PE 11/16/19 PD 11/22/19	0061-2178 Placentia Police Assoc Dues	PY19024	82.30	2620/1901024		00103037	11/26/2019
Check Total:					2,491.66				
MW OH	VANTAGEPOINT TRANSFER V007191	PE 11/16/19 PD 11/22/19	0010-2170 Deferred Comp Payable - ICMA	PY19024	2,536.04	2606/1901024		00103038	11/26/2019
MW OH	VANTAGEPOINT TRANSFER V007191	PE 11/16/19 PD 11/22/19	0054-2170 Deferred Comp Payable - ICMA	PY19024	39.15	2606/1901024		00103038	11/26/2019
MW OH	VANTAGEPOINT TRANSFER V007191	PE 11/16/19 PD 11/22/19	0062-2170 Deferred Comp Payable - ICMA	PY19024	31.75	2606/1901024		00103038	11/26/2019
MW OH	VANTAGEPOINT TRANSFER V007191	PE 11/16/19 PD 11/22/19	0037-2170 Deferred Comp Payable - ICMA	PY19024	18.27	2606/1901024		00103038	11/26/2019
MW OH	VANTAGEPOINT TRANSFER V007191	PE 11/16/19 PD 11/22/19	0029-2170 Deferred Comp Payable - ICMA	PY19024	45.89	2606/1901024		00103038	11/26/2019
MW OH	VANTAGEPOINT TRANSFER V007191	PE 11/16/19 PD 11/22/19	0048-2170 Deferred Comp Payable - ICMA	PY19024	101.86	2606/1901024		00103038	11/26/2019
Check Total:					2,772.96				
Type Total:					701,418.77				
Check Total:					701,418.77				

City of Placentia
Electronic Disbursement Register
For 12/3/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
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Grand Total: 397,897.32

EDR Totals by ID

AP	0.00
EP	397,897.32
IP	0.00
OP	0.00

Fund Name	<u>EDR Totals by Fund</u>
101-General Fund (0010)	301,886.48
208-Scssr Agncy Ret Oblg (0054)	2,257.97
227-Explorer Grant NOC (0076)	118.66
228-NOC-Public Safety Grant(0061)	5,686.34
229-Comm Trans Hous Grant (0062)	2,159.84
265-Landscape Maintenance (0029)	3,159.55
275-Sewer Maintenance (0048)	14,754.96
280-Misc Grants Fund (0050)	337.67
281-OCATT Fund (0077)	6.89
501-Refuse Administration (0037)	2,879.99
601-Employee Health & Wlfre (0039)	64,648.97

Void Total: 0.00
EDR Total: 397,897.32

Electronic Disbursement Sub Totals: 397,897.32

ACH Payroll Direct Deposit for 11/22/19: 339,871.35

Electronic Disbursement Total: 737,768.67

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

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For 11/25/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	ICMA RETIREMENT TRUST V000496	PE 11/02/19 PD 11/08/19	0029-2170 Deferred Comp Payable - ICMA	PY19023	195.77	2995/1901023		00012533	11/08/2019
EP	ICMA RETIREMENT TRUST V000496	PE 11/02/19 PD 11/08/19	0037-2170 Deferred Comp Payable - ICMA	PY19023	152.25	2995/1901023		00012533	11/08/2019
EP	ICMA RETIREMENT TRUST V000496	PE 11/02/19 PD 11/08/19	0010-2170 Deferred Comp Payable - ICMA	PY19023	15,210.06	2995/1901023		00012533	11/08/2019
EP	ICMA RETIREMENT TRUST V000496	PE 11/02/19 PD 11/08/19	0048-2170 Deferred Comp Payable - ICMA	PY19023	655.24	2995/1901023		00012533	11/08/2019
EP	ICMA RETIREMENT TRUST V000496	PE 11/02/19 PD 11/08/19	0076-2170 Deferred Comp Payable - ICMA	PY19023	18.02	2995/1901023		00012533	11/08/2019
EP	ICMA RETIREMENT TRUST V000496	PE 11/02/19 PD 11/08/19	0054-2170 Deferred Comp Payable - ICMA	PY19023	96.19	2995/1901023		00012533	11/08/2019
EP	ICMA RETIREMENT TRUST V000496	PE 11/02/19 PD 11/08/19	0061-2170 Deferred Comp Payable - ICMA	PY19023	500.00	2995/1901023		00012533	11/08/2019
EP	ICMA RETIREMENT TRUST V000496	PE 11/02/19 PD 11/08/19	0062-2170 Deferred Comp Payable - ICMA	PY19023	100.00	2995/1901023		00012533	11/08/2019
Check Total:					16,927.53				
EP	PLACENTIA POLICE V000839	PE 11/02/19 PD 11/08/19	0010-2180 Police Mgmt Assn Dues	PY19023	804.14	2625/1901023		00012534	11/08/2019
Check Total:					804.14				
EP	AMERICAN FIDELITY V010011	FSA P/E 11/2 PD 11/8	0010-2190 Dependent Care SSA	ACH111819	56.25	2054522		00012535	11/18/2019
EP	AMERICAN FIDELITY V010011	FSA P/E 11/2 PD 11/8	0029-2188 Health Care SSA	ACH111819	1.08	2054522		00012535	11/18/2019
EP	AMERICAN FIDELITY V010011	FSA P/E 11/2 PD 11/8	0029-2190 Dependent Care SSA	ACH111819	37.50	2054522		00012535	11/18/2019
EP	AMERICAN FIDELITY V010011	FSA P/E 11/2 PD 11/8	0010-2188 Health Care SSA	ACH111819	272.06	2054522		00012535	11/18/2019
EP	AMERICAN FIDELITY V010011	FSA P/E 11/2 PD 11/8	0037-2188 Health Care SSA	ACH111819	16.83	2054522		00012535	11/18/2019

City of Placentia
Electronic Disbursement Register
For 11/25/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	AMERICAN FIDELITY V010011	FSA P/E 11/2 PD 11/8	0054-2188 Health Care SSA	ACH111819	32.50	2054522		00012535	11/18/2019
EP	AMERICAN FIDELITY V010011	FSA P/E 11/2 PD 11/8	0037-2190 Dependent Care SSA	ACH111819	18.75	2054522		00012535	11/18/2019
EP	AMERICAN FIDELITY V010011	FSA P/E 11/2 PD 11/8	0048-2188 Health Care SSA	ACH111819	10.84	2054522		00012535	11/18/2019
EP	AMERICAN FIDELITY V010011	FSA P/E 11/2 PD 11/8	0048-2190 Dependent Care SSA	ACH111819	12.50	2054522		00012535	11/18/2019
Check Total:					458.31				
EP	CALIFORNIA PUBLIC V010053	NOVEMBER UAL PAYMENT	101002-5144 Employer CalPERS UAL	ACH111819	0.07	NOVEMBER 19		00012536	11/18/2019
EP	CALIFORNIA PUBLIC V010053	NOVEMBER UAL PAYMENT	101003-5144 Employer CalPERS UAL	ACH111819	0.07	NOVEMBER 19		00012536	11/18/2019
EP	CALIFORNIA PUBLIC V010053	NOVEMBER UAL PAYMENT	101511-5144 Employer CalPERS UAL	ACH111819	6,409.81	NOVEMBER 19		00012536	11/18/2019
EP	CALIFORNIA PUBLIC V010053	NOVEMBER UAL PAYMENT	101512-5144 Employer CalPERS UAL	ACH111819	34.52	NOVEMBER 19		00012536	11/18/2019
EP	CALIFORNIA PUBLIC V010053	NOVEMBER UAL PAYMENT	101513-5144 Employer CalPERS UAL	ACH111819	12.19	NOVEMBER 19		00012536	11/18/2019
EP	CALIFORNIA PUBLIC V010053	NOVEMBER UAL PAYMENT	101523-5144 Employer CalPERS UAL	ACH111819	8.26	NOVEMBER 19		00012536	11/18/2019
EP	CALIFORNIA PUBLIC V010053	NOVEMBER UAL PAYMENT	102020-5144 Employer CalPERS UAL	ACH111819	2,413.61	NOVEMBER 19		00012536	11/18/2019
EP	CALIFORNIA PUBLIC V010053	NOVEMBER UAL PAYMENT	102531-5144 Employer CalPERS UAL	ACH111819	40.44	NOVEMBER 19		00012536	11/18/2019
EP	CALIFORNIA PUBLIC V010053	NOVEMBER UAL PAYMENT	102532-5144 Employer CalPERS UAL	ACH111819	14.58	NOVEMBER 19		00012536	11/18/2019
EP	CALIFORNIA PUBLIC V010053	NOVEMBER UAL PAYMENT	102533-5144 Employer CalPERS UAL	ACH111819	7.74	NOVEMBER 19		00012536	11/18/2019
EP	CALIFORNIA PUBLIC	NOVEMBER UAL PAYMENT	102534-5144	ACH111819	2,138.80	NOVEMBER 19		00012536	11/18/2019

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	V010053		Employer CalPERS UAL						
EP	CALIFORNIA PUBLIC V010053	NOVEMBER UAL PAYMENT	103040-5144 Employer CalPERS UAL	ACH111819	29,777.52	NOVEMBER 19		00012536	11/18/2019
EP	CALIFORNIA PUBLIC V010053	NOVEMBER UAL PAYMENT	103041-5144 Employer CalPERS UAL	ACH111819	66,618.84	NOVEMBER 19		00012536	11/18/2019
EP	CALIFORNIA PUBLIC V010053	NOVEMBER UAL PAYMENT	103042-5144 Employer CalPERS UAL	ACH111819	27,254.46	NOVEMBER 19		00012536	11/18/2019
EP	CALIFORNIA PUBLIC V010053	NOVEMBER UAL PAYMENT	103043-5144 Employer CalPERS UAL	ACH111819	10,397.62	NOVEMBER 19		00012536	11/18/2019
EP	CALIFORNIA PUBLIC V010053	NOVEMBER UAL PAYMENT	103047-5144 Employer CalPERS UAL	ACH111819	12,550.14	NOVEMBER 19		00012536	11/18/2019
EP	CALIFORNIA PUBLIC V010053	NOVEMBER UAL PAYMENT	103048-5144 Employer CalPERS UAL	ACH111819	8.84	NOVEMBER 19		00012536	11/18/2019
EP	CALIFORNIA PUBLIC V010053	NOVEMBER UAL PAYMENT	103550-5144 Employer CalPERS UAL	ACH111819	38.24	NOVEMBER 19		00012536	11/18/2019
EP	CALIFORNIA PUBLIC V010053	NOVEMBER UAL PAYMENT	103551-5144 Employer CalPERS UAL	ACH111819	14.80	NOVEMBER 19		00012536	11/18/2019
EP	CALIFORNIA PUBLIC V010053	NOVEMBER UAL PAYMENT	103590-5144 Employer CalPERS UAL	ACH111819	12.39	NOVEMBER 19		00012536	11/18/2019
EP	CALIFORNIA PUBLIC V010053	NOVEMBER UAL PAYMENT	103650-5144 Employer CalPERS UAL	ACH111819	11,279.13	NOVEMBER 19		00012536	11/18/2019
EP	CALIFORNIA PUBLIC V010053	NOVEMBER UAL PAYMENT	103652-5144 Employer CalPERS UAL	ACH111819	8,841.51	NOVEMBER 19		00012536	11/18/2019
EP	CALIFORNIA PUBLIC V010053	NOVEMBER UAL PAYMENT	103654-5144 Employer CalPERS UAL	ACH111819	6,989.66	NOVEMBER 19		00012536	11/18/2019
EP	CALIFORNIA PUBLIC V010053	NOVEMBER UAL PAYMENT	103658-5144 Employer CalPERS UAL	ACH111819	2,976.94	NOVEMBER 19		00012536	11/18/2019
EP	CALIFORNIA PUBLIC V010053	NOVEMBER UAL PAYMENT	104070-5144 Employer CalPERS UAL	ACH111819	68.92	NOVEMBER 19		00012536	11/18/2019
EP	CALIFORNIA PUBLIC	NOVEMBER UAL PAYMENT	104071-5144	ACH111819	7,501.47	NOVEMBER 19		00012536	11/18/2019

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	V010053		Employer CalPERS UAL						
EP	CALIFORNIA PUBLIC V010053	NOVEMBER UAL PAYMENT	296561-5144 Employer CalPERS UAL	ACH111819	1,796.48	NOVEMBER 19		00012536	11/18/2019
EP	CALIFORNIA PUBLIC V010053	NOVEMBER UAL PAYMENT	374386-5144 Employer CalPERS UAL	ACH111819	1,547.35	NOVEMBER 19		00012536	11/18/2019
EP	CALIFORNIA PUBLIC V010053	NOVEMBER UAL PAYMENT	101001-5144 Employer CalPERS UAL	ACH111819	0.66	NOVEMBER 19		00012536	11/18/2019
EP	CALIFORNIA PUBLIC V010053	NOVEMBER UAL PAYMENT	484356-5144 Employer CalPERS UAL	ACH111819	529.58	NOVEMBER 19		00012536	11/18/2019
EP	CALIFORNIA PUBLIC V010053	NOVEMBER UAL PAYMENT	773041-5144 Employer CalPERS UAL	ACH111819	6.89	NOVEMBER 19		00012536	11/18/2019
EP	CALIFORNIA PUBLIC V010053	NOVEMBER UAL PAYMENT	484376-5144 Employer CalPERS UAL	ACH111819	10,389.00	NOVEMBER 19		00012536	11/18/2019
EP	CALIFORNIA PUBLIC V010053	NOVEMBER UAL PAYMENT	547525-5144 Employer CalPERS UAL	ACH111819	937.54	NOVEMBER 19		00012536	11/18/2019
EP	CALIFORNIA PUBLIC V010053	NOVEMBER UAL PAYMENT	613041-5144 Employer CalPERS UAL	ACH111819	4,195.08	NOVEMBER 19		00012536	11/18/2019
EP	CALIFORNIA PUBLIC V010053	NOVEMBER UAL PAYMENT	623041-5144 Employer CalPERS UAL	ACH111819	7.99	NOVEMBER 19		00012536	11/18/2019
EP	CALIFORNIA PUBLIC V010053	NOVEMBER UAL PAYMENT	624072-5144 Employer CalPERS UAL	ACH111819	6.40	NOVEMBER 19		00012536	11/18/2019
				Check Total:	214,827.54				
EP	EMPLOYMENT V010052	STATE TAX P/E 11/2 PD 11/8	0029-2135 Calif Income Tax W/H	ACH111819	229.79	110319		00012537	11/18/2019
EP	EMPLOYMENT V010052	STATE TAX P/E 11/2 PD 11/8	0037-2135 Calif Income Tax W/H	ACH111819	245.47	110319		00012537	11/18/2019
EP	EMPLOYMENT V010052	STATE TAX P/E 11/2 PD 11/8	0048-2135 Calif Income Tax W/H	ACH111819	578.24	110319		00012537	11/18/2019
EP	EMPLOYMENT V010052	STATE TAX P/E 11/2 PD 11/8	0010-2135 Calif Income Tax W/H	ACH111819	16,493.87	110319		00012537	11/18/2019

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EP	EMPLOYMENT V010052	STATE TAX P/E 11/2 PD 11/8	0050-2135 Calif Income Tax W/H	ACH111819	18.72	110319		00012537	11/18/2019
EP	EMPLOYMENT V010052	STATE TAX P/E 11/2 PD 11/8	0076-2135 Calif Income Tax W/H	ACH111819	23.09	110319		00012537	11/18/2019
EP	EMPLOYMENT V010052	STATE TAX P/E 11/2 PD 11/8	0054-2135 Calif Income Tax W/H	ACH111819	275.99	110319		00012537	11/18/2019
EP	EMPLOYMENT V010052	STATE TAX P/E 11/2 PD 11/8	0061-2135 Calif Income Tax W/H	ACH111819	109.23	110319		00012537	11/18/2019
EP	EMPLOYMENT V010052	STATE TAX P/E 11/2 PD 11/8	0062-2135 Calif Income Tax W/H	ACH111819	456.50	110319		00012537	11/18/2019
Check Total:					18,430.90				
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/2 PD 11/8	0010-2115 Employee Medicare W/H	ACH111819	6,284.00	110819		00012538	11/18/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/2 PD 11/8	0010-2120 Employer Medicare Payable	ACH111819	6,157.02	110819		00012538	11/18/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/2 PD 11/8	0010-2125 Employee Social Sec W/H	ACH111819	69.58	110819		00012538	11/18/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/2 PD 11/8	0010-2130 Employer Soc Sec Payable	ACH111819	69.58	110819		00012538	11/18/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/2 PD 11/8	0029-2110 Federal Income Tax W/H	ACH111819	575.22	110819		00012538	11/18/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/2 PD 11/8	0029-2115 Employee Medicare W/H	ACH111819	63.98	110819		00012538	11/18/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/2 PD 11/8	0029-2120 Employer Medicare Payable	ACH111819	63.98	110819		00012538	11/18/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/2 PD 11/8	0037-2110 Federal Income Tax W/H	ACH111819	599.35	110819		00012538	11/18/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/2 PD 11/8	0037-2115 Employee Medicare W/H	ACH111819	77.35	110819		00012538	11/18/2019
EP	INTERNAL REVENUE	FED/MED/SS P/E 11/2 PD 11/8	0037-2120	ACH111819	71.05	110819		00012538	11/18/2019

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	V010054		Employer Medicare Payable						
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/2 PD 11/8	0010-2110 Federal Income Tax W/H	ACH111819	45,039.17	110819		00012538	11/18/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/2 PD 11/8	0048-2110 Federal Income Tax W/H	ACH111819	1,475.54	110819		00012538	11/18/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/2 PD 11/8	0076-2120 Employer Medicare Payable	ACH111819	6.60	110819		00012538	11/18/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/2 PD 11/8	0048-2115 Employee Medicare W/H	ACH111819	227.13	110819		00012538	11/18/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/2 PD 11/8	0048-2120 Employer Medicare Payable	ACH111819	222.63	110819		00012538	11/18/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/2 PD 11/8	0050-2110 Federal Income Tax W/H	ACH111819	192.73	110819		00012538	11/18/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/2 PD 11/8	0050-2115 Employee Medicare W/H	ACH111819	42.04	110819		00012538	11/18/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/2 PD 11/8	0050-2120 Employer Medicare Payable	ACH111819	42.04	110819		00012538	11/18/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/2 PD 11/8	0054-2110 Federal Income Tax W/H	ACH111819	662.36	110819		00012538	11/18/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/2 PD 11/8	0054-2115 Employee Medicare W/H	ACH111819	85.35	110819		00012538	11/18/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/2 PD 11/8	0054-2120 Employer Medicare Payable	ACH111819	71.85	110819		00012538	11/18/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/2 PD 11/8	0061-2110 Federal Income Tax W/H	ACH111819	252.75	110819		00012538	11/18/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/2 PD 11/8	0061-2115 Employee Medicare W/H	ACH111819	58.66	110819		00012538	11/18/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/2 PD 11/8	0061-2120 Employer Medicare Payable	ACH111819	58.66	110819		00012538	11/18/2019
EP	INTERNAL REVENUE	FED/MED/SS P/E 11/2 PD 11/8	0062-2110	ACH111819	1,192.51	110819		00012538	11/18/2019

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	V010054		Federal Income Tax W/H						
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/2 PD 11/8	0062-2115 Employee Medicare W/H	ACH111819	148.22	110819		00012538	11/18/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/2 PD 11/8	0062-2120 Employer Medicare Payable	ACH111819	148.22	110819		00012538	11/18/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/2 PD 11/8	0076-2110 Federal Income Tax W/H	ACH111819	54.09	110819		00012538	11/18/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/2 PD 11/8	0076-2115 Employee Medicare W/H	ACH111819	6.60	110819		00012538	11/18/2019
				Check Total:	64,018.26				
EP	ACOSTA, JOAQUIN E000017	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120119	206.00	DECEMBER 19		00012539	12/01/2019
				Check Total:	206.00				
EP	ALDWIR, MAMOUN E000113	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120119	1,535.05	DECEMBER 19		00012540	12/01/2019
				Check Total:	1,535.05				
EP	ANDERSON, MARLA E000071	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120119	549.00	DECEMBER 19		00012541	12/01/2019
				Check Total:	549.00				
EP	ARMSTRONG, JOHN T E000046	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120119	854.82	DECEMBER 19		00012542	12/01/2019
				Check Total:	854.82				
EP	AUDISS, JAY SCOTT E000125	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120119	1,836.00	DECEMBER 19		00012543	12/01/2019
				Check Total:	1,836.00				
EP	BABCOCK, CHARLES A E000015	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120119	351.00	DECEMBER 19		00012544	12/01/2019
				Check Total:	351.00				
EP	BEALS, SHARLENE	DEC MEDICAL REIMBURSEMENT	395083-5161	ACH120119	206.00	DECEMBER 19		00012545	12/01/2019

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	E000076		Health Insurance Premiums						
				Check Total:	206.00				
EP	BERMUDEZ, ALBERT E000124	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120119	500.00	DECEMBER 19		00012546	12/01/2019
				Check Total:	500.00				
EP	BONESCHANS, DENNIS E000020	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120119	206.00	DECEMBER 19		00012547	12/01/2019
				Check Total:	206.00				
EP	BUNNELL, DONALD E000062	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120119	549.00	DECEMBER 19		00012548	12/01/2019
				Check Total:	549.00				
EP	BURGNER, ARTHUR E000074	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120119	549.00	DECEMBER 19		00012549	12/01/2019
				Check Total:	549.00				
EP	BUSSE, MICHAEL E000131	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120119	1,406.00	DECEMBER 19		00012550	12/01/2019
				Check Total:	1,406.00				
EP	CHANDLER, JOHN P E000109	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120119	1,406.00	DECEMBER 19		00012551	12/01/2019
				Check Total:	1,406.00				
EP	CHANG, ROBERT E000107	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120119	1,303.00	DECEMBER 19		00012552	12/01/2019
				Check Total:	1,303.00				
EP	COBBETT, GEOFFREY E000007	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120119	549.00	DECEMBER 19		00012553	12/01/2019
				Check Total:	549.00				
EP	COOK, ARLENE M E000018	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120119	549.00	DECEMBER 19		00012554	12/01/2019

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				Check Total:	549.00				
EP	D'AMATO, ROBERT E000056	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120119	206.00	DECEMBER 19		00012555	12/01/2019
				Check Total:	206.00				
EP	DAVID, PRESTON E000112	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120119	207.00	DECEMBER 19		00012556	12/01/2019
				Check Total:	207.00				
EP	DAVIS, CAROLYN E000005	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120119	549.00	DECEMBER 19		00012557	12/01/2019
				Check Total:	549.00				
EP	DELOS SANTOS, JAMIE E000045	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120119	492.63	DECEMBER 19		00012558	12/01/2019
				Check Total:	492.63				
EP	DICKSON, ROBERTA JO E000011	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120119	206.00	DECEMBER 19		00012559	12/01/2019
				Check Total:	206.00				
EP	DOWNEY, CAROL E000082	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120119	549.00	DECEMBER 19		00012560	12/01/2019
				Check Total:	549.00				
EP	ECKENRODE, NORMAN E000029	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120119	549.00	DECEMBER 19		00012561	12/01/2019
				Check Total:	549.00				
EP	ESCOBOSA, LILLIAN E000055	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120119	549.00	DECEMBER 19		00012562	12/01/2019
				Check Total:	549.00				
EP	ESPINOZA, ROSALINDA E000016	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120119	585.11	DECEMBER 19		00012563	12/01/2019
				Check Total:	585.11				
EP	FRICKE, JUERGEN	DEC MEDICAL REIMBURSEMENT	395083-5161	ACH120119	835.00	DECEMBER 19		00012564	12/01/2019

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	E000075		Health Insurance Premiums						
				Check Total:	835.00				
EP	FULLER, GLENN H E000081	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120119	835.00	DECEMBER 19		00012565	12/01/2019
				Check Total:	835.00				
EP	GALLANT, KAREN E000008	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120119	549.00	DECEMBER 19		00012566	12/01/2019
				Check Total:	549.00				
EP	GARNER, JO ANN E000047	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120119	549.00	DECEMBER 19		00012567	12/01/2019
				Check Total:	549.00				
EP	GARNER, KITTY E000080	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120119	854.82	DECEMBER 19		00012568	12/01/2019
				Check Total:	854.82				
EP	GOMEZ, DANIEL E000049	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120119	549.00	DECEMBER 19		00012569	12/01/2019
				Check Total:	549.00				
EP	GRIMM, DENNIS L E000042	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120119	599.00	DECEMBER 19		00012570	12/01/2019
				Check Total:	599.00				
EP	HOLTSCRAW, KATHERINE E000121	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120119	492.63	DECEMBER 19		00012571	12/01/2019
				Check Total:	492.63				
EP	IRVINE, SUZETTE E000019	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120119	549.00	DECEMBER 19		00012572	12/01/2019
				Check Total:	549.00				
EP	JENKINS, ROBERT E000084	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120119	584.82	DECEMBER 19		00012573	12/01/2019

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				Check Total:	584.82				
EP	JOHNSON, SHARON E000099	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120119	549.00	DECEMBER 19		00012574	12/01/2019
				Check Total:	549.00				
EP	JONES, ROBERT E000053	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120119	163.37	DECEMBER 19		00012575	12/01/2019
				Check Total:	163.37				
EP	JUAREZ, JANET E000134	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120119	586.00	DECEMBER 19		00012576	12/01/2019
				Check Total:	586.00				
EP	JUDD, TERRELL E000115	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120119	1,308.00	DECEMBER 19		00012577	12/01/2019
				Check Total:	1,308.00				
EP	KIRKLAND, RICHARD L E000110	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120119	163.37	DECEMBER 19		00012578	12/01/2019
				Check Total:	163.37				
EP	LITTLE, DIANE M E000098	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120119	599.00	DECEMBER 19		00012579	12/01/2019
				Check Total:	599.00				
EP	LOOMIS, CORINNE E000122	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120119	586.00	DECEMBER 19		00012580	12/01/2019
				Check Total:	586.00				
EP	LOWREY, B J E000041	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120119	351.00	DECEMBER 19		00012581	12/01/2019
				Check Total:	351.00				
EP	MAERTZWEILER, MICHAEL IAN E000032	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120119	549.00	DECEMBER 19		00012582	12/01/2019
				Check Total:	549.00				
EP	MANNING, VEDA M	DEC MEDICAL REIMBURSEMENT	395083-5161	ACH120119	206.00	DECEMBER 19		00012583	12/01/2019

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For 11/25/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	E000063		Health Insurance Premiums						
				Check Total:	206.00				
EP	MILANO, JAMES E000054	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120119	549.00	DECEMBER 19		00012584	12/01/2019
				Check Total:	549.00				
EP	MILLER, RICHARD E000106	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120119	1,158.00	DECEMBER 19		00012585	12/01/2019
				Check Total:	1,158.00				
EP	MOORE, LARRY W E000044	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120119	206.00	DECEMBER 19		00012586	12/01/2019
				Check Total:	206.00				
EP	OLEA, ARLENE J E000014	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120119	549.00	DECEMBER 19		00012587	12/01/2019
				Check Total:	549.00				
EP	PALMER, GEORGE E000094	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120119	1,158.00	DECEMBER 19		00012588	12/01/2019
				Check Total:	1,158.00				
EP	PASCARELLA, RICHARD E000129	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120119	1,836.00	DECEMBER 19		00012589	12/01/2019
				Check Total:	1,836.00				
EP	PASCUA, RAYNALD E000114	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120119	1,738.89	DECEMBER 19		00012590	12/01/2019
				Check Total:	1,738.89				
EP	PASPALL, MIHAJLO E000085	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120119	462.74	DECEMBER 19		00012591	12/01/2019
				Check Total:	462.74				
EP	PEREZ, ROBERT E000111	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120119	163.37	DECEMBER 19		00012592	12/01/2019

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
				Check Total:	163.37				
EP	PICHON, WALTER E000103	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120119	258.83	DECEMBER 19		00012593	12/01/2019
				Check Total:	258.83				
EP	PINEDA, MATEO E000127	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120119	511.48	DECEMBER 19		00012594	12/01/2019
				Check Total:	511.48				
EP	PISCHEL, STEPHEN E000130	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120119	1,306.22	DECEMBER 19		00012595	12/01/2019
				Check Total:	1,306.22				
EP	POINT, ERIC E000133	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120119	1,836.00	DECEMBER 19		00012596	12/01/2019
				Check Total:	1,836.00				
EP	REDIFER, KIM R E000022	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120119	835.00	DECEMBER 19		00012597	12/01/2019
				Check Total:	835.00				
EP	RENDEN, BRIAN E000083	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120119	832.98	DECEMBER 19		00012598	12/01/2019
				Check Total:	832.98				
EP	REYES, ROGER T E000024	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120119	549.00	DECEMBER 19		00012599	12/01/2019
				Check Total:	549.00				
EP	REYNOLDS, MATTHEW E000132	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120119	586.00	DECEMBER 19		00012600	12/01/2019
				Check Total:	586.00				
EP	RICE, RUSSELL J E000059	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120119	1,406.00	DECEMBER 19		00012601	12/01/2019
				Check Total:	1,406.00				
EP	RISHER, THOMAS A	DEC MEDICAL REIMBURSEMENT	395083-5161	ACH120119	549.00	DECEMBER 19		00012602	12/01/2019

City of Placentia
Electronic Disbursement Register
For 11/25/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	E000013		Health Insurance Premiums						
				Check Total:	549.00				
EP	RIVERA, AIDA E000026	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120119	206.00	DECEMBER 19		00012603	12/01/2019
				Check Total:	206.00				
EP	ROACH, MICHAEL E000105	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120119	1,406.00	DECEMBER 19		00012604	12/01/2019
				Check Total:	1,406.00				
EP	ROBB, SANDRA E000043	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120119	549.00	DECEMBER 19		00012605	12/01/2019
				Check Total:	549.00				
EP	ROKOSZ, KEN A E000035	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120119	586.00	DECEMBER 19		00012606	12/01/2019
				Check Total:	586.00				
EP	ROSE, RICHARD D E000050	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120119	908.00	DECEMBER 19		00012607	12/01/2019
				Check Total:	908.00				
EP	SALE, LEE R E000031	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120119	549.00	DECEMBER 19		00012608	12/01/2019
				Check Total:	549.00				
EP	SANCHEZ, LAURA E000058	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120119	206.00	DECEMBER 19		00012609	12/01/2019
				Check Total:	206.00				
EP	SCHLIEDER, BEVERLY E000120	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120119	1,518.00	DECEMBER 19		00012610	12/01/2019
				Check Total:	1,518.00				
EP	SMITH, WARD E000128	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120119	1,406.00	DECEMBER 19		00012611	12/01/2019

City of Placentia
Electronic Disbursement Register
For 11/25/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
				Check Total:	1,406.00				
EP	SOMOYA, JOHN P E000089	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120119	835.00	DECEMBER 19		00012612	12/01/2019
				Check Total:	835.00				
EP	SOTO, PHILIP J E000052	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120119	549.00	DECEMBER 19		00012613	12/01/2019
				Check Total:	549.00				
EP	SPRAGUE, GARY A E000064	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120119	1,406.00	DECEMBER 19		00012614	12/01/2019
				Check Total:	1,406.00				
EP	STEPHEN, JEFFREY E000119	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120119	1,498.44	DECEMBER 19		00012615	12/01/2019
				Check Total:	1,498.44				
EP	TAYLOR, DAVID M E000088	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120119	599.00	DECEMBER 19		00012616	12/01/2019
				Check Total:	599.00				
EP	TAYLOR, LINDA E000126	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120119	500.00	DECEMBER 19		00012617	12/01/2019
				Check Total:	500.00				
EP	THOMANN, DARYLL L E000101	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120119	549.00	DECEMBER 19		00012618	12/01/2019
				Check Total:	549.00				
EP	TRIFOS, WILLIAM E000104	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120119	1,588.00	DECEMBER 19		00012619	12/01/2019
				Check Total:	1,588.00				
EP	VALENTINE, THOMAS E000118	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120119	599.00	DECEMBER 19		00012620	12/01/2019
				Check Total:	599.00				
EP	VERSTYNEN, WILLIAM	DEC MEDICAL REIMBURSEMENT	395083-5161	ACH120119	163.37	DECEMBER 19		00012621	12/01/2019

City of Placentia
Electronic Disbursement Register
For 11/25/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	E000092		Health Insurance Premiums						
				Check Total:	163.37				
EP	WAHL, KATHLEEN A E000030	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120119	206.00	DECEMBER 19		00012622	12/01/2019
				Check Total:	206.00				
EP	WIEST, STEPHEN E000079	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120119	549.00	DECEMBER 19		00012623	12/01/2019
				Check Total:	549.00				
EP	WORDEN, LARRY M E000116	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120119	533.75	DECEMBER 19		00012624	12/01/2019
				Check Total:	533.75				
EP	YAMAGUCHI, BRIAN E000123	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120119	1,406.00	DECEMBER 19		00012625	12/01/2019
				Check Total:	1,406.00				
EP	ZAMORA, JERRY E000037	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120119	835.00	DECEMBER 19		00012626	12/01/2019
				Check Total:	835.00				
EP	ZINN, JOHN E000009	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120119	1,101.28	DECEMBER 19		00012627	12/01/2019
				Check Total:	1,101.28				
EP	ICMA RETIREMENT TRUST V000496	PE 11/16/19 PD 11/22/19	0029-2170 Deferred Comp Payable - ICMA	PY19024	195.75	2995/1901024		00012628	11/26/2019
EP	ICMA RETIREMENT TRUST V000496	PE 11/16/19 PD 11/22/19	0037-2170 Deferred Comp Payable - ICMA	PY19024	151.59	2995/1901024		00012628	11/26/2019
EP	ICMA RETIREMENT TRUST V000496	PE 11/16/19 PD 11/22/19	0048-2170 Deferred Comp Payable - ICMA	PY19024	654.26	2995/1901024		00012628	11/26/2019
EP	ICMA RETIREMENT TRUST V000496	PE 11/16/19 PD 11/22/19	0010-2170 Deferred Comp Payable - ICMA	PY19024	15,215.38	2995/1901024		00012628	11/26/2019
EP	ICMA RETIREMENT TRUST	PE 11/16/19 PD 11/22/19	0050-2170	PY19024	42.14	2995/1901024		00012628	11/26/2019

City of Placentia
Electronic Disbursement Register
For 11/25/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V000496		Deferred Comp Payable - ICMA						
EP	ICMA RETIREMENT TRUST V000496	PE 11/16/19 PD 11/22/19	0076-2170 Deferred Comp Payable - ICMA	PY19024	10.26	2995/1901024		00012628	11/26/2019
EP	ICMA RETIREMENT TRUST V000496	PE 11/16/19 PD 11/22/19	0054-2170 Deferred Comp Payable - ICMA	PY19024	96.19	2995/1901024		00012628	11/26/2019
EP	ICMA RETIREMENT TRUST V000496	PE 11/16/19 PD 11/22/19	0061-2170 Deferred Comp Payable - ICMA	PY19024	511.96	2995/1901024		00012628	11/26/2019
EP	ICMA RETIREMENT TRUST V000496	PE 11/16/19 PD 11/22/19	0062-2170 Deferred Comp Payable - ICMA	PY19024	100.00	2995/1901024		00012628	11/26/2019
				Check Total:	16,977.53				
EP	PLACENTIA POLICE V000839	PE 11/16/19 PD 11/22/19	0010-2180 Police Mgmt Assn Dues	PY19024	804.14	2625/1901024		00012629	11/26/2019
				Check Total:	804.14				
				Type Total:	397,897.32				
				Check Total:	397,897.32				

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**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING MINUTES
November 1, 2016
5:30 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

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

ROLL CALL:

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

ORAL COMMUNICATIONS: None

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

CITY COUNCIL:

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

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

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

ROLL CALL:

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

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

INVOCATION: Police Chaplain Gary Drabek

PLEDGE OF ALLEGIANCE: Battalion Chief Colton Ashby

PRESENTATIONS:

Placentia City Council/Successor Agency/ICDA Minutes, November 1, 2016 - DRAFT

**1. c.
December 3, 2019**

a. **Presentation- Placentia Neighborhood Watch Crime Fighter of the Year Award**

Recipient: Marjorie Greene

Presenters: Placentia Neighborhood Watch Board Members Paula Mihalow, Peggy Yamaguchi and Mary Schmedical

CLOSED SESSION REPORT:

City Attorney/Agency Counsel Bettenhausen reported the Council/Agency met in closed session to discuss two items listed on the agenda (one item was pulled off) and nothing to report.

CITY ADMINISTRATOR REPORT:

City Administrator Arrula introduced new Chief of Police Darin Lenyi. Chief Lenyi thanked City Council for the opportunity to lead the Police Department. Director of Administrative Services Pischel announced that the Chief's swearing in ceremony will be held on November 9, 2016 at 3:00 p.m. in the Council Chambers.

City Administrator Arrula noted the City's General Municipal Election will be held on Tuesday, November 8, 2016 and the polls will be open from 7:00 a.m. To 8:00 p.m., and the 28th Annual Veterans Day Observance Ceremony will be held on Friday, November 11, 2016 at 10:00 a.m. at the Placentia Civic Center Plaza. City Administrator Arrula also noted that El Dorado High School will be hosting their 4th Annual Veteran's Day event on November 11, 2016 at 12:30 p.m.

ORAL COMMUNICATIONS:

Jeff Buchanan, resident, thanked City Council for placing an item on the agenda regarding the maintenance of parkway trees. He referenced the PAC and derogatory election materials being distributed and spoke on the qualifications and duties of a City Treasurer.

CITY COUNCIL/BOARD MEMBER COMMENTS:

Councilmember Nelson noted the City Treasurer's role and access to the City's banking records.

Councilmember Underhill inquired when they will be able to see the results of the KPMG forensic audit and what procedures have been put in place so an embezzlement does not happen again.

Councilmember Wanke thanked Staff for bringing the tree and sidewalk topic back to Council. He stated that there is an ongoing investigation therefore he supports Staff's recommendation on when the audit report is ready to release.

Mayor Pro Tem Green noted the timing of when the embezzlement took place.

Mayor Yamaguchi referred to Commission and Committee applications and whether the City is performing background checks per City Policy. He confirmed with the City Attorney that the City Council has the authority to appoint individuals to and/or remove individuals from a Committee and requested that an item be placed on the upcoming agenda for removal of a Planning Commission Member. Mayor Yamaguchi read the Code of Fair Campaign Practices that individuals sign during the election and encouraged everyone affiliated with the PAC to abide by this code of fair practices.

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

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

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

Fiscal Impact: None

Recommended Action: Approve.

(Approved 5-0, as recommended)

- 1.b. **City Fiscal Year 2016-17 Register for November 1, 2016**
Check Register
Fiscal Impact: \$2,443,286.53
Electronic Disbursement Register
Fiscal Impact: \$359,618.74
Recommended Action: It is recommended that the City Council:
 1) Receive and file.
(Approved 4-0-1, as recommended, Yamaguchi abstained)
- 1.c. **Resolution Establishing Federal Funding Disadvantaged Business Enterprise (DBE) Participation Level Goals for Fiscal Year 2016-17**
Fiscal Impact: None
Recommended Action: It is recommended that the City Council:
 1) Adopt Resolution R-2016-58, A Resolution of the City Council of the City of Placentia approving and adopting the anticipated Disadvantaged Business Enterprise (DBE) participation levels for Federal Fiscal Year (FFY) 2016-17; and
 2) Authorize the City Administrator to execute Exhibit 9B and all other DBE documents required.
(Approved 5-0, as recommended)
- 1.d. **Award of Contract for Official Tow Service and Issuance of Certificate of Public Convenience and Necessity**
Fiscal Impact: Expense: None
 Offsetting Revenue: \$32,500.00 (Annually) for Vehicle Towing Administrative Cost Recovery Fee
Recommended Action: It is recommended that the City Council:
 1) Adopt Resolution No. R-2016-59, A Resolution of the City Council of the City of Placentia issuing Certificates of Public Convenience and Necessity and approving official tow service agreement; and
 2) Approve the Official Tow Service Agreement with Hadley Tow and Exhibit A (Schedule of Rates) and authorize the Mayor to execute such agreement.
(Approved 5-0, as recommended)

2. PUBLIC HEARING:

- 2.a. **State Mandated Zoning Code Amendment No. 2016-01, Model Water Efficient Landscape Ordinance**
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 Zoning Code Amendment ZCA-2016-01; and
 2) Receive the Staff Report and consider all Public Testimony; and
 3) Close the Public Hearing; and
 4) Find that the adoption of the ordinance is exempt from environmental review pursuant to Sections 15307 and 15061(b)(3) of the CEQA Guidelines, and direct Staff to file a Notice of Exemption; and
 5) Waive full reading, by title only, and introduce for first reading Ordinance No. O-2016-06, An Ordinance of the City Council of the City of Placentia repealing Chapter 23.77 of Title 23 of the Placentia Municipal Code entitled "Xeriscape and Water Efficient Landscaping" and replacing it with the State of California Model Water Efficient Landscaping Ordinance.
(Approved 5-0, as recommended)

Mayor Yamaguchi opened the public hearing at 7:33 p.m.

Director of Development Services Lambert displayed a PowerPoint presentation on the zoning code amendment for the State-mandated Model Water Efficient Landscape Ordinance.

There was discussion of the limitations placed on homeowners, fees and processes associated with the amendment, the time frame for applicants, possible reprisals from the State for noncompliance, Staff's ability to process the applications, and parkway guidelines.

Blake Montero questioned if there was a term to this item or if it was indefinite due to the current drought.

Mayor Yamaguchi closed the public hearing by calling for a motion.

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

3. REGULAR AGENDA:

3.a. Purchase of Dual Waste and Recycling Receptacles

Fiscal Impact: Expense: \$29,761.53

Revenue: \$29,761.53 CalRecycle Grant Funds

No General Fund monies will be used for this purchase

Recommended Action: It is recommended that the City Council:

- 1) Approve the purchase of forty-five (45) dual waste and recycling receptacles from Tree Top Products, Inc. in the amount of \$29,761.53; and
- 2) Adopt Resolution No. R-2016-60, A Resolution of the City Council of the City of Placentia, California, authorizing a budget amendment in Fiscal Year 2016-17 increasing the appropriation budget in the miscellaneous grants fund in the amount of \$29,761.53, in compliance with City Charter §§ 1206 and 1209 pertaining to appropriations for actual expenditures; and
- 3) Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

(Approved 5-0, as recommended)

City Administrator Arrula gave an overview of Item 3.a. and introduced Acting Director of Public Works Estevez to present the Staff report on proposed dual waste recycling receptacles using grant funds.

There was discussion on the handling of the recyclables, securing of the receptacle lids, compliance and vandalism, and the size and ADA compliance of the receptacles.

Councilmember Wanke left his seat at 8:04 p.m.

Motion by Green, seconded by Yamaguchi and carried a (4-0-1, Wanke absent) vote to approve the recommended actions.

3.b. August 2016 (Preliminary) Treasurer's Report

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Receive and file the August 2016 (Preliminary) Treasurer's Report.

(Approved 5-0, as recommended)

City Treasurer Larson submitted the audited and approved August 2016 Preliminary Treasurer's Report and spoke on the issue of the City Treasurer having access to the City's bank records.

Councilmember Wanke returned to his seat at 8:10 p.m.

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

3.c. **Residential Parkway Tree and Sidewalk Maintenance Policies**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Receive and file the background information provided on the City's policies concerning residential parkway trees and sidewalk maintenance; and
 - 3) Direct Staff on whether to change any said policies or ordinances accordingly.
- (Continued 5-0)**

City Administrator Arrula noted that this item was brought in response to a previous request of City Council.

Motion by Underhill, seconded by Wanke to continue this item to January 10, 2017 at 7:00 p.m., due to the City Council reorganization and carried a (5-0) vote.

CITY COUNCIL/BOARD MEMBERS REQUESTS:

Councilmember Wanke requested that the City look into the information that was brought forward regarding a Planning Commissioner and that our applications should be updated to include perjury language. Requested City Attorney review the language.

Councilmember Underhill requested to see a copy of the forensic audit report.

Mayor Pro Tem Green asked Staff to report to City Council on how adding the City Treasurer as a signer on City accounts for independent access would enhance transparency for security.

Councilmember Nelson stated that he thinks the City Treasurer should be added but the City Administrator should not be removed as a signatory on checks.

Mayor Yamaguchi reiterated his request to initiate the investigation into the claims regarding Planning Commissioner Solomonson this evening and agendize the removal of Planning Commissioner Solomonson at the next meeting. Mayor Yamaguchi also requested Staff report back on historical and current background check process for Committee and Commission members and proposed background check procedures.

ADJOURNMENT:

The City Council/Successor Agency/ICDA Agency Board of Directors adjourned at 8:19 p.m. to November 15, 2016 at 5:30 p.m.

Jeremy B. Yamaguchi, Mayor/Agency Chair

ATTEST:

Patrick J. Melia, City Clerk/Agency Secretary

DRAFT

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING MINUTES
November 15, 2016
5:30 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

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

ROLL CALL:

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

ORAL COMMUNICATIONS: None

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

CITY COUNCIL:

1. Pursuant to Government Code Section 54956.8
CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Property: 207-209 W. Crowther Avenue APN: 339-402-05; 07; 08; 11
Agency Negotiator: Damien R. Arrula, City Administrator
Negotiating Parties: Placentia Mutual Properties, LLC
Under Negotiations: Price and Terms of Payment
2. Pursuant to Government Code Section 54956.9(d)(2):
CONFERENCE WITH LEGAL COUNSEL – POTENTIAL LITIGATION
Number of Cases: 3

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

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

ROLL CALL:

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

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

INVOCATION: Police Chaplain Gary Drabek

PLEDGE OF ALLEGIANCE: Girl Scout Troop 3070

PRESENTATIONS:

- a. **Presentation- Community Services Overview of 2016 Summer Programs**
Presenter: Community Services Coordinator Veronica Ortiz

CLOSED SESSION REPORT:

City Attorney/Agency Counsel Bettenhausen reported the Council/Agency met in closed session to discuss two items listed on the agenda, direction was given and there is nothing to report.

CITY ADMINISTRATOR REPORT:

City Administrator Arrula gave an overview of the Veterans Day events in the City and noted that donations for the City and the Friendly Center Thanksgiving Food Drive and can be dropped off at the Whitten Community Center by November 22, 2016. He announced the Thanksgiving holiday closure of City facilities; a community meeting on the Packing House District Transit Oriented Development to be held on Wednesday, November 30, 2016 at 7:00 p.m. at the Placentia Senior Center; and the Placita Santa Fe Merchants Association Tamale Festival, Las Posadas, and Winter Holiday Celebration on Wednesday, December 7, 2016 at 4:00 p.m. City Administrator Arrula announced that the City's General Municipal Election was held on November 8, 2016 for the purpose of filling three (3) seats on City Council, one (1) City Treasurer seat, and Measure NN which would establish five (5) equal geographical districts for the election of Councilmembers and stated that the election results will be issued the week of December 5, 2016 and the Oath of Office will be administered to successful candidates at a Special City Council meeting to be held on Tuesday, December 13, 2016.

City Clerk Melia read into the record a statement from Tom Solomonson, former Planning Commission Member and copies were made available to the Council.

ORAL COMMUNICATIONS:

Blake Montero, resident, stated that he was appalled by the Council's treatment of a Commissioner at the previous meeting.

CITY COUNCIL/BOARD MEMBER COMMENTS:

Councilmember Nelson congratulated those who were apparent winners in the election and pledged his help with a smooth transition.

Councilmember Underhill reminded everyone that it is still mosquito season and to be aware of standing water where mosquitos may breed.

Councilmember Wanke thanked the Girl Scouts and their parents for attending and leading the Pledge of Allegiance. He also thanked Community Services for the events they plan and present for Placentia residents and visitors. He congratulated Police Chief Darin Lenyi on his appointment.

Mayor Pro Tem Green clarified that the audit requested by Councilmember Underhill is not yet available due to an ongoing District Attorney investigation. He welcomed Chief Lenyi and noted that he was honored to have been the keynote speaker at the City's Veterans Day Ceremony. Mayor Pro Tem Green stated that he attended the Prayer Breakfast hosted by the Placentia Women's Club and it was very well attended.

Mayor Yamaguchi congratulated Chief Lenyi and thanked the Girl Scout troop for their participation in the meeting. He added that he had spoken at the Kumon Learning Center graduation and will be attending a Diemer Treatment Plant water treatment inspection in Yorba Linda where Placentia's water coming from the Colorado River is processed.

Councilmember Nelson announced the annual gala for Placentia's H.I.S. House on December 2, 2016.

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

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

- 1.a. **Consideration to Waive Reading in Full of all Ordinances and Resolutions**
Fiscal Impact: None
Recommended Action: Approve.
(Approved 5-0, as recommended)
- 1.b. **City Fiscal Year 2016-17 Register for November 15, 2016**
Check Register
Fiscal Impact: \$830,901.05
- Electronic Disbursement Register**
Fiscal Impact: \$576,186.65
Recommended Action: It is recommended that the City Council:
 1) Receive and file.
(Received and filed, Yamaguchi abstained)
- 1.c. **State Mandated Zoning Code Amendment No. 2016-01, Second Reading of Model Water Efficient Landscape Ordinance**
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) Find that the adoption of the ordinance is exempt from environmental review pursuant to Sections 15307 and 15061(b)(3) of the CEQA Guidelines, and direct Staff to file a Notice of Exemption; and
 2) Waive full reading, by title only, and adopt Ordinance O-2016-06, An Ordinance of the City Council of the City of Placentia Repealing Chapter 23.77 of Title 23 of the Placentia Municipal Code Entitled "Xeriscape and Water Efficient Landscaping" and Replacing It with the State of California Model Water Efficient Landscaping Ordinance.
(Approved 5-0, as recommended)
- 1.d. **Resolution Authorizing Temporary Suspension of Regulatory Ordinance Sections 23.76.050 and 10.28.010 for the Operation of the Las Posadas and Tamale Festival Scheduled for Wednesday, December 7, 2016**
Fiscal Impact: Estimated Expense: \$9,000 (\$1,000 General Fund Dollars)
 Revenue: \$8,000 (Reimbursement from Placita Santa Fe Merchants)
Recommended Action: It is recommended that the City Council:
 1) Provide approval for the Placita Santa Fe Merchants Association to hold the Las Posadas and Tamale Festival on December 7, 2016, contingent upon the Merchants Association continuing to work with City Staff to obtain all appropriate permits, and insurance; and agreeing to follow all City regulations for the event and reimburse the City for approximately 89 percent of event costs; and
 2) Adopt Resolution No. 2016-61, A Resolution of the City Council of the City of Placentia, California, authorizing the Temporary Suspension of Regulatory Ordinance Sections 23.76.050 and 10.28.010 of the Placentia Municipal Code for the operation of the Las Posadas and Tamale Festival on December 7, 2016 on the 100 and 200 Blocks of Santa Fe Avenue and the 200 Block of Bradford Avenue.
(Approved 5-0, as recommended)

2. PUBLIC HEARING:

- 2.a. **Public Hearing, Introduction and First Reading of State Mandated Ordinance No. O-2016-07 of the City Council of the City of Placentia, California, Repealing Chapter 18.04 of Title 18 and Chapters 20.03, 20.04, 20.08, 20.12, 20.16, 20.20 and 20.56 of Title 20 of the Placentia Municipal Code and Adopting By Reference, the California Fire Code, 2016 Edition,**

the California Building Code, 2016 Edition, the California Residential Code, 2016 Edition, the California Green Building Code Standards Code, 2016 Edition, the California Plumbing Code, 2016 Edition, the California Mechanical Code, 2016 Edition, and the California Electrical Code, 2016 Edition, 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-2016-07; 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-2016-07, An Ordinance of the City Council of the City of Placentia repealing Chapter 18.04 of Title 18 and Chapters 20.03, 20.04, 20.08, 20.12, 20.16, 20.20 and 20.56 of Title 20 of the Placentia Municipal Code and adopting by reference, the California Fire Code, 2016 Edition, the California Building Code, 2016 Edition, the California Residential Code, 2016 Edition, the California Green Building Standards Code, 2016 Edition, the California Plumbing Code, 2016 Edition, the California Mechanical Code, 2016 Edition, and the California Electrical Code, 2016 Edition, including all appendices, with certain amendments, additions and deletions thereto, including fees and penalties; and
- 5) Adopt Resolution No. R-2016-62, 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-2016-07 based upon local climatic, topographic and geologic conditions in accordance with the requirements of § 17958.5 of the California Health and Safety Code.

(Approved 5-0, as recommended)

City Administrator Arrula introduced Director of Development Services Joe Lambert and OCFA Chief Bowden to present an overview of the update to Placentia's Building Code and Fire Code.

There was discussion of the impact on residents already in the process of building or remodeling, fireplaces, sky lanterns, and model rockets.

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

3. REGULAR AGENDA:

3.a. Transit Oriented Development (TOD) Packing House District Zone and Public Realm Standards (Study Session 1 of 2)

Fiscal Impact: No fiscal impacts are associated with this Study Session. Potential significant economic benefit to the local Placentia economy, including jobs, public & private investment, and annual/one-time revenue.

Recommended Action: It is recommended that the City Council:

- 1) Receive and file the report and presentation; and
- 2) Solicit public comment regarding the proposed TOD District Plan, Public Realm Design Standards, and supporting documentation; and
- 3) Provide direction to Staff as appropriate regarding all of the TOD Plan documents; and
- 4) Schedule the second study session regarding the TOD Plan for the January 17, 2017 City Council meeting.

(Approved 5-0, as recommended)

Mayor Yamaguchi announced that due to community interest in Item 3.a., Council will invite public comment.

Councilmember Wanke requested that Item 3.b. be taken out of order and tabled due to lack of relevance. Motion by Wanke, seconded by Green, and carried a (4-0-1, Councilmember Nelson was absent from the dais) vote to approve tabling item 3.b.

City Administrator Arrula gave a presentation on the Packing House District Transit Oriented Development Zoning Amendment which covered the background and setting; answered the question, "What is a Transit Oriented Development?"; gave an overview of the TOD Zone Components; and outlined the next steps.

In response to Councilmembers' questions, City Administrator Arrula explained the current options for parking spaces, street parking, bike lanes and landscaping. He clarified the requirements for existing business and stated that the plan is to underground utilities. He stated that funds generated by the proposed CFD will be used only within the TOD zone and relevant documents will be available for public inspection.

There was a discussion of future regulation of short-term rentals, public safety facilities in the TOD zone, CFD impact on small businesses.

Alicia Garrett, Placentia Mutual Property, LLC, raised concerns regarding parking in the TOD for those who do not use public transit and the impact on businesses and home in the surrounding areas.

Kevin Kirwin, resident, questioned the reality of Staff's expectations of developers.

Dennis Blake, resident and property owner in Downtown Placentia, spoke in support of the TOD.

Ronald Molendyk, representing a planning firm, encouraged the Council to continue with the plans for the TOD.

Resident Blake Montero questioned the affordable housing element of the TOD plan, bicycle hubs, and the expected return on investment.

There was a discussion that clarified the difference in Section 8 (subsidized) housing and affordable (work force professional) housing.

City Administrator Arrula stated that the City would not be invoking eminent domain to acquire property for the TOD. Transactions will be between developers and private property owners.

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

3.b. Application Information and Consideration of Action Related to Planning Commissioner Solomonson

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Review the information presented in this report, discuss, and determine whether to take action to remove or retain Commissioner Solomonson as a member of the City's Planning Commission.

(Approved 5-0 to table, as recommended)

Councilmember Wanke requested that Item 3.b. be taken out of order and tabled due to lack of relevance. Motion by Wanke, seconded by Green, and carried a (4-0-1, Councilmember Nelson was absent from the dais) vote to approve tabling item 3.b.

3.c. Commission/Committee Background Checks

Fiscal Impact: TBD

Recommended Action: It is recommended that the City Council:

- 1) Receive and file the enclosed report related to the City's Commission/Committee application process and practices as well as other agencies practices concerning commissions/committees; and
- 2) Direct Staff to amend Policy No. 209 to remove commission/committee appointees from the list of volunteers to receive a background check (Live Scanned); or
- 3) Authorize the continued Live Scanning of all volunteers, including commission/committee appointees; and
- 4) Determine, if appropriate, whether or not all existing Commission/Committee members should be Live Scanned or whether this policy would apply only to new Commission/Committee members.

(Approved 5-0, as recommended)

City Administrator Arrula call on Director of Administrative Services Pischel to do a brief presentation of the Staff report and answer Councilmembers' questions.

Councilmember Wanke requested a review and update to the Commission and Committee application form.

Motion by Green, seconded by Nelson, and carried a (5-0) vote to amend Policy No. 209 to remove Commission/Committee appointees from the list of volunteers to receive background checks.

Mayor Yamaguchi stated that the City's policies should be followed, or the Council should be informed. City Administrator Arrula stated that Directors had been asked to review all City policies and determine if there may be other concerns. Mayor Yamaguchi directed that Staff update all outdated policies and ordinances and bring them to Council for approval.

CITY COUNCIL/BOARD MEMBERS REQUESTS:

Councilmember Underhill requested that Mr. Solomonson's letter of resignation be brought back to Council for a vote at the next meeting.

Councilmember Green requested an item be brought to Council regarding the sale of the City-owned property on Main Street and proceeds be used to purchase the Old City Hall Building.

Mayor Yamaguchi stated that he sent out no information regarding Planning Commissioner Tom Solomonson and the issue was raised by a member of the public during Oral Communications and required an address by the Council.

There was discussion and legal clarification regarding the acceptance of Commission and Committee member resignations.

ADJOURNMENT:

The City Council/Successor Agency/ICDA Agency Board of Directors adjourned at 9:31 p.m. to December 6, 2016 at 5:30 p.m.

Jeremy B. Yamaguchi, Mayor/Agency Chair

ATTEST:

Patrick J. Melia, City Clerk/Agency Secretary

DRAFT

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

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

ROLL CALL:

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

ORAL COMMUNICATIONS: None

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

CITY COUNCIL:

1. Pursuant to Government Code Section 54956.9(d)(4):
CONFERENCE WITH LEGAL COUNSEL – POTENTIAL LITIGATION
Number of Cases: 5
2. Pursuant to Government Code Section 54956.9(d)(2):
CONFERENCE WITH LEGAL COUNSEL – POTENTIAL LITIGATION
Number of Cases: 2
3. Pursuant to Government Code Section 54957.6
CONFERENCE WITH LABOR NEGOTIATOR
Agency Designated Representatives: Damien R. Arrula, City Administrator
Steve Pischel, Director of Administrative Services
Employee Organizations: Placentia City Employees Association (PCEA), Placentia Police Officers Association (PPOA), Placentia Police Management Association (PPMA), and Unrepresented Employees

CITY COUNCIL/SUCCESSOR AGENCY:

4. Pursuant to Government Code Section 54956.8:
CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Property: 110 S. Bradford APN: 339-052-24 & 312 S. Melrose APN: 339-393-10
City/Agency Negotiator: Damien R. Arrula, City Administrator/Executive Director
Negotiating Parties: City and Successor Agency to former Redevelopment Agency
Under Negotiation: Price and Terms of Payment

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

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

ROLL CALL:

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

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

INVOCATION: Police Chaplain Ken Milhander

PLEDGE OF ALLEGIANCE: John Wesley Thomas, Boy Scout Troop #99

PRESENTATION:

- a. **Employee of the Quarter- Sworn- Officer Matthew Herren**
Presenters: Mayor Yamaguchi and Chief Lenyi

The presentation was postponed until Officer Herren and his family are able to attend.

CLOSED SESSION REPORT:

City Attorney/Agency Counsel Bettenhausen reported the Council/Agency met in closed session to discuss five cases of potential initiation of litigation, two cases of potential litigation, and an item regarding labor negotiations listed on the agenda. There was no discussion on Item 4. Direction was given and there was nothing further to report.

CITY ADMINISTRATOR REPORT:

City Administrator Arrula introduced a new City of Placentia employee: Equipment Mechanic Mario Serna and announced the Tamale Festival and Las Posadas to be held December 7 in the Historic Old Town Placentia from 4:00 to 9:00 p.m. and the Winter Festival and Tree Lighting Ceremony on Wednesday, December 14 from 6:00 to 8:00 p.m. For more information, please contact the Community Services Department at (714) 993-8232.

ORAL COMMUNICATIONS:

John Thomas, Eagle Scout candidate, described his proposed service project to refurbish the Placentia Police Department motorcycle shed.

Resident Meredith Castillo thanked the City and especially Public Works for responding quickly to community issues brought to their attention.

Katy and Toby Wykoff requested help with resolving a Code Enforcement issue with a property line wall. There was discussion which included legal advice, a commitment to set a meeting with the Wykoff's, and direction to keep Mayor Yamaguchi informed.

Blake Montero, resident, requested regular updates from Council on the disposition of the property on Placentia Avenue.

CITY COUNCIL/BOARD MEMBER COMMENTS:

Councilmember Wanke reported that he would miss the Tamale Festival due to his work commitments.

Mayor Pro Tem Green noted that he would be volunteering at the Tamale Festival and enjoyed being part of the Thanksgiving Basket distribution.

Mayor Yamaguchi thanked everyone at the Friendly Center, the Staff at the Whitten Center, and Community Services for the success of the Thanksgiving Basket distribution. He attended the Metropolitan Water District's facilities inspection trip to the Diemer Water Treatment Plant and the Jet Propulsion Laboratory.

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

Councilmember Wanke pulled Items 1.g. and 1.h. for further discussion. Motion by Nelson, seconded by Green, and carried a (5-0, Yamaguchi abstained on Item 1.b.) vote to approve the remaining Consent Calendar Items.

- 1.a. **Consideration to Waive Reading in Full of all Ordinances and Resolutions**
Fiscal Impact: None
Recommended Action: Approve.
(Approved 5-0, as recommended)

- 1.b. **City Fiscal Year 2016-17 Register for December 6, 2016**
Check Register
Fiscal Impact: \$377,000.20
Electronic Disbursement Register
Fiscal Impact: \$550,207.49
Recommended Action: It is recommended that the City Council:
1) Receive and file.
(Received and filed, Yamaguchi abstained)

- 1.c. **Second Reading of Ordinance No. O-2016-07, Adopting State Mandated Building and Fire Codes**
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) Waive Full Reading, by Title Only, and Adopt Ordinance O-2016-07, An Ordinance of the City Council of the City of Placentia, California, Repealing Chapter 18.04 of Title 18 and Chapters 20.03, 20.04, 20.08, 20.12, 20.16, 20.20 and 20.56 of Title 20 of the Placentia Municipal Code and adopting by reference, the California Fire Code, 2016 Edition, the California Building Code, 2016 Edition, the California Residential Code, 2016 Edition, the California Plumbing Code, 2016 Edition, the California Electrical Code, 2016 Edition, the California Mechanical Code, 2016 Edition, and the California Green Building Standards Code, 2016 Edition, Including All Appendices, with Certain Amendments, Additions and Deletions Thereto, Including Fees and Penalties.
(Approved 5-0, as recommended)

- 1.d. **Measure M (M2) Expenditure Report for Fiscal Year 2015-16**
Fiscal Impact: None
Recommended Action: It is recommended that the City Council:
1) Adopt Resolution No. R-2016-63, A Resolution of the City Council of the City of Placentia, California, Concerning the Measure M2 Expenditure Report for the City of Placentia for the Fiscal Year ending June 30, 2016.
(Approved 5-0, as recommended)

- 1.e. **Acceptance of Grant Deed Agreements with the Orange County Transportation Authority for the Orangethorpe Avenue and Chapman Avenue Grade Separation Project**
Fiscal Impact: Expense: None
Recommended Action: It is recommended that the City Council:
1) Accept the four (4) right-of-way grant deeds, one (1) footing easement deed, and one (1) wall easement deed for the Project; and
2) Authorize the Mayor to sign the Certificate of Acceptance for the grant deeds, and easement deeds on behalf of the City; and
3) Direct the City Clerk to endorse the grant deeds and public utility easement deeds which embodies the acceptance of said right-of-ways and easements, and cause the documents to be submitted to the Orange County Clerk Recorder for recording of the documents.
(Approved 5-0, as recommended)

1.f. **Professional Services Agreement for Real Estate Advisory Services for 207-209 W. Crowther Avenue**

Fiscal Impact: Expense: \$49,900
Revenue: \$35,000 Economic Development Professional Services
\$14,900 General Government Contingency

Recommended Action: It is recommended that the City Council:

- 1) Award a Professional Services Agreement to Keyser Marston for Real Estate Advisory Services for 207-209 W. Crowther Avenue in the amount of \$49,900; and
- 2) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

(Approved 5-0, as recommended)

1.g. **Consideration of Participation in the Open PACE and Ygrene Property Assessed Clean Energy (PACE) Financing Programs**

Fiscal Impact: Expense: \$0
Revenue: \$10,000 Deposit for City Staff Time

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution R-2016-64, A Resolution of the City Council of the City of Placentia, California, Consenting to the Inclusion of Properties within the Territory of the City of Placentia in the CSCDA Open PACE Programs; Authorizing the California Statewide Communities Development Authority to Accept Applications from Property Owners, Conduct Contractual Assessments Proceedings and Levy Contractual Assessments with the Territory of the City of Placentia; and Authorizing Related Actions; and
- 2) Adopt Resolution R-2016-65, A Resolution of the City Council of the City of Placentia, California, Consenting to Inclusion of Properties within the City's Jurisdiction in the California Home Finance Authority Community Facilities District No. 2014-01 (Clean Energy) to Finance Renewable Energy Improvements, Energy Efficiency and Water Conservation Improvements and Electric Vehicle Charging Infrastructure and Approving Associate Membership in the Joint Exercise of Powers Authority Related Thereto; and
- 3) Adopt Resolution R-2016-66, A Resolution of the City Council of the City of Placentia, California, Consenting to Inclusion of Properties within the City's Jurisdiction in the California Home Finance Authority, Program to Finance Renewable Energy Generation, Energy and Water Efficiency Improvements and Electrical Vehicle Charging Infrastructure and Approving Associate Membership in the Joint Exercise of Powers Authority Related Thereto; and
- 4) Authorize the City Administrator or designee to execute all necessary documents, in a form approved by the City Attorney.

(Approved 5-0, as recommended)

Councilmember Wanke pulled Item 1.g. for further discussion and to express concerns about the financing of this project.

Wendy Gumb, Spruce Finance, and Brent Nebin, Ygrene Energy Fund, made themselves available for Council questions on Item 1.g.

Motion by Green, seconded by Nelson, and carried a (5-0) vote to table Item 1.g. for further research and discussion.

1.h. **Purchase of Replacement Police Service Rifles, 40MM "Less-Than-Lethal" Launchers, Ballistic Safety Equipment, and Associated Training**

Fiscal Impact: Expense: Expenditure of Assets Forfeiture Funds Not-To-Exceed \$190,000.00 to Purchase Equipment (Account No.: 213041-6840)

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution R-2016-67, A Resolution of the City Council of the City of Placentia, California, authorizing a budget amendment in Fiscal Year 2016-17 increasing the expenditure budget in the asset forfeiture fund in the amount of \$190,000.00 in compliance with City Charter §§ 1206 and 1209 pertaining to appropriations for actual expenditures; and
- 2) Approve the purchase of fifty (50) Sig Sauer MCX rifles from Adamson Industries for an amount-not-to exceed \$105,000.00; and
- 3) Approve the purchase of eight (8) Safaril and Def-Tec LMT 40MM "Less-Than-Lethal" launcher kits from Aardvark Tactical for an amount not-to-exceed \$10,000; and
- 4) Approve the purchase of fifty (50) Airframe ATX Ballistic Helmets from Crye Precision, LLC for an amount not-to-exceed \$42,500.00; and
- 5) Approve the purchase of one hundred (100) Ballistic Plates (50 Front and 50 Back plates) from Longfri Technologies for an amount not-to-exceed \$12,000.00; and
- 6) Approve the purchase of fifty (50) 5.11 Ballistic Plate carriers from Galls, Inc. for an amount not-to-exceed \$7,000.00; and
- 7) Approve the purchase of P.O.S.T. certified Rifle Training for sworn personnel from National Training Concepts for an amount not-to-exceed \$13,500.00; and
- 8) Authorize the City Administrator or his designee to execute all necessary documents to effectuate these actions.

(Approved 5-0, as recommended)

Councilmember Wanke pulled Items 1.h. to thank Staff and Chief Lenyi and his Staff for bringing this item back to Council. Motion by Wanke, seconded by Nelson, and carried a (5-0) vote to approve Item 1.h as recommended.

1.i. **Eagle Scout Service Project for Police Department Motor Barn and Waiver of City Plan Check and Permit Fees**

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

Recommended Action: It is recommended that the City Council:

- 1) Approve the Eagle Scout Service Project for Police Department Motor Barn Improvements; and
- 2) Waive all plan check and permit fees and authorize in-house staff support for this youth project; and
- 3) Authorize the City Administrator and/or his designee to execute all necessary documents, subject to City Attorney approval.

(Approved 5-0, as recommended)

1.j. **Temporary Parking Permit Program on the Corner of Crowther Avenue and Melrose Street**

Fiscal Impact: There is a minimal fiscal impact associated with the recommended action. The estimated cost to purchase and install the parking restriction street signs is approximately \$800. The cost to enforce the parking restrictions will be offset by parking citation revenues collected.

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. R-2016-68, A Resolution of the City Council of the City of Placentia, California, Prohibiting Vehicle Parking and Authorizing the Establishment of Temporary Preferential Parking Privileges on Crowther Avenue and Melrose Street.

(Approved 5-0, as recommended)

SUCCESSOR AGENCY:

1.k. **Amended Long Range Property Management Plan for the Successor Agency to the Former Redevelopment Agency**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council acting in its sole capacity as the Successor Agency to the Redevelopment Agency of the City of Placentia, take the following action:

- 1) Adopt Resolution RSA-2016-02, A Resolution of the Successor Agency to the Redevelopment Agency of the City of Placentia, California, Approving the Amended Long Range Property Management Plan Pursuant to Health and Safety Code Section 34191.5.

(Approved 5-0, as recommended)

2. PUBLIC HEARING: None

3. REGULAR AGENDA:

3.a. **September 2016 (Preliminary) Treasurer's Report**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Receive and file the September 2016 (Preliminary) Treasurer's Report.

(Approved 5-0, to receive and file)

City Treasurer Larson presented the September 2016 Preliminary Treasurer's Report Motion by Wanke, seconded by Yamaguchi, and carried a (5-0) vote to receive and file the September 2016 Treasurer's Report.

3.b. **Selection of Ad-Hoc Committee to Review Request for Proposals for Banking Services**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Appoint two (2) members of the City Council and the City Treasurer to be members of an Ad-Hoc committee charged with the review of proposals and recommendation to the City Council for selection of banking services for the City.

(Approved 5-0, as recommended)

Councilmember Wanke requested to take Item 3.d. out of order for the convenience of the public. Mayor Yamaguchi requested a show of hands for those attending primarily for Item 3.d. and made the decision to proceed with the original agenda order.

City Administrator Arrula introduced Interim CFO Larry Schroeder to outline the process and the recommendation from Staff. Motion by Yamaguchi, seconded by Wanke, and carried a (5-0) vote to appoint Mayor Pro Tem Green and Councilmember Wanke to the Ad-Hoc Committee to review RFPs for banking services.

3.c. **Old Town Placentia (Old Town) District Revitalization Plan, Development Standards and Public Realm Standards (Study Session 1 of 2)**

Fiscal Impact: No Fiscal Impacts are Associated with this Study Session. Potential Significant Economic Benefit to the Local Placentia Economy, Including Jobs, Public & Private Investments, and Annual/ One-Time Revenue

Recommended Action: It is recommended that the City Council:

- 1) Receive and file the report and presentation; and
- 2) Solicit public comment regarding the proposed Old Town District Revitalization Plan and Development Standards, Public Realm Design Standards, and supporting documentation; and
- 3) Provide direction to Staff, as appropriate, regarding all of the Old Town Plan documents; and
- 4) Schedule the second study session regarding the Old Town Plan for the January 17, 2017 City Council meeting.

(Approved 5-0, as recommended)

City Administrator Arrula introduced this item as Study Session one of two and gave a brief presentation on the Old Town Placentia Revitalization Plan that covered background, existing conditions and vision, development standards, public realm standards and circulation, historical resources and adaptive reuse, wayfinding and programming, funding and maintenance, and next steps. He stated that this was a planning document to which developers and investors may apply to proposed development and the project would involve no imminent domain on the City's behalf.

In response to Councilmembers' questions City Administrator Arrula stated that streetscape and traffic circulation are open for discussion.

Mayor Yamaguchi questioned the effect of the zoning changes on churches and requested that Staff come back to Council with more information, some alternative proposals, and expert reports on traffic circulation.

There was discussion on whether a Community Meeting or a second Study Session would be the next step.

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

3.d. **Ordinances Prohibiting All Marijuana Related Uses and Activities Including Recreational Marijuana**

Fiscal Impact: Cost Related to Enforcement

Recommended Action: It is recommended that the City Council:

- 1) Approve Urgency Ordinance No. O-2016-08, An Urgency Ordinance of the City Council of the City of Placentia, California, Repealing Chapter 8.42 of Title 8 of the City of Placentia Municipal Code and Replacing it with a New Chapter 8.42 to Prohibit Marijuana-Related Uses and Activities; and
- 2) Approve Interim Urgency Ordinance No. O-2016-09, An Urgency Interim Ordinance of the City Council of the City of Placentia, California, Amending Provisions of Title 23 (The Zoning Code) Prohibiting the Development of Marijuana Related Uses.

(Approved 5-0, as recommended)

City Administrator Arrula introduced City Attorneys Bettenhausen and Raven to do a presentation of a proposed ordinance prohibiting both medical and recreational marijuana-related uses which included the current situation in Placentia, the new State law on marijuana, limitations on the City's ability to ban, proposed changes to the PMC, surrounding cities with ordinances that ban marijuana, public consumption, and reasonable local regulations for personal cultivation indoors.

City Attorney Bettenhausen stated that these two urgency ordinances need to be in place at this time due to the new State laws that have been adopted and, if approved, should be followed up with a regular ordinance that first goes to Planning Commission.

Motion by Wanke, seconded by Yamaguchi, and carried a (4-0-1, Underhill abstained) vote to approve Urgency Ordinance O-2016-09 as recommended.

Motion by Wanke, seconded by Nelson, and carried a (4-0-1, Underhill abstained) vote to approve Urgency Ordinance O-2016-08 striking the paragraph specified by the attorneys.

CITY COUNCIL/BOARD MEMBERS REQUESTS:

Councilmember Green requested that an item be brought to Council at an upcoming meeting to consider banning smoking at any City owned facility or property.

ADJOURNMENT:

The City Council/Successor Agency/ICDA Agency Board of Directors adjourned at 9:16 p.m. in memory of Ronald Castro, Orange County Fire Authority Fire Fighter to December 13, 2016 at 7:00 p.m.

Jeremy B. Yamaguchi, Mayor/Agency Chair

ATTEST:

Patrick J. Melia, City Clerk/Agency Secretary

DRAFT

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
ADJOURNED REGULAR MEETING MINUTES
December 13, 2016
7:00 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

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

ROLL CALL:

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

INVOCATION: Police Chaplain Ken Milhander

PLEDGE OF ALLEGIANCE: Placentia Police Department Honor Guard

CITY ADMINISTRATOR REPORT:

City Administrator Arrula announced that the Winter Festival and Tree Lighting Ceremony will take place on December 14 from 6:00 to 8:00 p.m. at the Placentia Civic Center. All City facilities will be closed from December 16, 2016 through January 2, 2017; and free holiday tree collection is provided for single family households with automated collection beginning Tuesday, December 27th through Saturday, January 7th. For additional information please call Republic Services at (866) 238-2444.

ORAL COMMUNICATIONS:

Jeff Buchanan, resident, expressed appreciation for the service of Councilmembers Underhill and Nelson.

I. RECOGNITION OF OUTGOING COUNCILMEMBER CONSTANCE M. UNDERHILL

- a. Congressman Ed Royce's Office
Presenter: Alison Martin, District Representative
- b. Senator Bob Huff's Office
Presenter: Mayor Yamaguchi on behalf of Senator Huff
- c. Supervisor Shawn Nelson's Office
Presenter: Deputy Chief of Staff Mark Lopez
- d. City of Placentia
Presenters: Mayor Yamaguchi and City Administrator Arrula
- e. Comments: Constance Underhill

Connie Underhill stated that it had been a pleasure and an honor to serve Placentia for the past 20 years and that she was grateful for the public's confidence in her.

II. RECOGNITION OF OUTGOING COUNCILMEMBER SCOTT W. NELSON

- a. Congressman Ed Royce's Office
Presenter: Alison Martin, District Representative

- b. Senator Bob Huff's Office
Presenter: Mayor Yamaguchi on behalf of Senator Huff
- c. Supervisor Shawn Nelson's Office
Presenter: Deputy Chief of Staff Mark Lopez
- d. City of Placentia
Presenters: Mayor Yamaguchi and City Administrator Arrula

Councilmember Wanke shared fond memories of serving with Scott Nelson and summarized Nelson's many years of service in various positions.

- e. Comments: Scott Nelson

Scott Nelson highlighted some of his fiscal successes; stated that everything accomplished is a team effort and all work for the good of the City; and it has been an honor to serve. He thanked his family, Council, and Staff.

III. CERTIFICATION OF NOVEMBER 8, 2016 GENERAL MUNICIPAL ELECTION RESULTS

- a. **Certification of the Canvass of the November 8, 2016 General Municipal Election Results**
Financial Impact: None
Recommended Action: It is recommended that the City Council:
 - 1) Receive and File the Certificate of Registrar of Voters to Result of the Canvass of the General Election Returns; and
 - 2) Waive reading in full of Resolution No. R-2016-69; and
 - 3) Approve Resolution No. R-2016-69, A Resolution of City Council of the City of Placentia, California, Reciting the Fact of the General Municipal Election held on Tuesday, November 8, 2016 declaring the Result and such other Matters as Provided by Law.

City Clerk Melia read the Certificate of Registrar of Voters to Result of the Canvass of the General Election Returns of the November 8, 2016 election.

A motion was made by Mayor Yamaguchi, seconded by Councilmember Green and carried a (5-0) vote to receive and file the Certificate of Registrar of Voters to Result of the Canvass of the General Election Returns and approve Resolution R-2016-69.

---- 5 MINUTE RECESS ----

IV. OATHS OF OFFICE ADMINISTERED BY CITY CLERK MELIA PRESENTATION OF CERTIFICATES OF ELECTION AND SEATING OF OFFICIALS

- a. Councilmember Jeremy B. Yamaguchi
- b. Councilmember Ward L. Smith
- c. Councilmember Rhonda Shader
- d. Treasurer Kevin A. Larson

V. REORGANIZATION OF THE CITY COUNCIL

- a. City Clerk calls for the selection of Mayor of the City of Placentia

City Clerk Melia called for nominations for the position of Mayor.

Mayor Yamaguchi nominated, and Councilmember Wanke seconded the nomination of Mayor Pro Tem Green as Mayor for the term of December 13, 2016 through December 12, 2017.

City Clerk Melia declared the nominations closed, and pursuant to a 4-0-1, Smith abstained) roll call vote, Mayor Pro Tem Green was selected to serve as Mayor of the City of Placentia.

Mayor Green thanked everyone for the vote of confidence.

- b. Mayor calls for the selection of Mayor Pro Tem of the City of Placentia

Mayor Green called for nominations for the position of Mayor Pro Tem.

Councilmember Green nominated, and Councilmember Yamaguchi seconded the nomination of Councilmember Wanke as Mayor Pro Tem for the term of December 13, 2016 through December 12, 2017.

Motion by Yamaguchi, seconded by Smith, to close the nominations and pursuant to a unanimous roll call vote, Councilmember Wanke was selected to serve as Mayor Pro Tem of the City of Placentia.

VI. RECOGNITION OF 2016 MAYOR JEREMY B. YAMAGUCHI

- a. Congressman Ed Royce's Office
Presenter: Alison Martin, District Representative
- b. Senator Bob Huff's Office
Presenter: Mayor Green on behalf of Senator Huff
- c. Supervisor Shawn Nelson's Office
Presenter: Deputy Chief of Staff Mark Lopez
- d. City of Placentia
Presenter: Mayor Green and City Administrator Arrula

VII. COMMENTS – NEWLY ELECTED OFFICIALS

- a. Councilmember Jeremy B. Yamaguchi

Outgoing Mayor Yamaguchi thanked everyone and commented that he looks forward to another four years on Council. He welcomed the new members of Council and remarked that he was not only the youngest Mayor but also the youngest Senior Councilmember in Placentia's history.

- b. Councilmember Ward L. Smith

Councilmember Smith thanked everyone for their support and participation throughout his campaign and spoke of the importance of citizen participation in government and in building strong communities.

- c. Councilmember Rhonda Shader

Councilmember Shader thanked her family and friends and the people of Placentia who voted for her. She encouraged the citizens to contact her at any time with concerns and stated that she is committed to being fiscally responsible, remaining transparent and inclusive, encouraging responsible development, and being a small business champion.

- d. City Treasurer Kevin A. Larson

City Treasurer Larson congratulated the newly elected Councilmembers, thanked the outgoing Councilmembers, and thanked everyone who supported him and voted for him.

Mayor Pro Tem Wanke congratulated Mayor Green, the new Councilmembers, and City Treasurer Larson.

Mayor Green expressed his gratitude for his family and friends for supporting him and for their sacrifices.

**RECESS FOR RECEPTION RECOGNIZING MAYOR,
OUTGOING COUNCILMEMBERS, CITY TREASURER AND
CITY COUNCIL REORGANIZATION**
(Recess approximately 15-20 minutes)

ORAL COMMUNICATIONS:

Jeff Buchanan, resident, requested that Council consider planning for extra parking when there are multiple meetings or meetings that draw a large number of attendees and expressed his support of an upcoming City tree plan.

La Jolla neighborhood resident, Stanley Nelson, commented on the traffic on La Jolla and requested a traffic study and possibly the installation of speed bumps.

City Administrator Arrula updated the Council on plans to improve parking in the Civic Center vicinity and the City has already begun to implement some traffic-calming measures in the La Jolla area and near the school by the Whitten Center.

3. REGULAR AGENDA:

3.a. Transit Oriented Development (TOD) Packing House District and Public Realm Standards (Study Session 2 of 2)

Fiscal Impact: No Fiscal Impacts are Associated with this Study Session. Potential Significant Economic Benefit to the Local Placentia Economy, Including Jobs, Public & Private Investment, and Annual/ One-Time Revenue

Recommended Action: It is recommended that the City Council:

- 1) Receive and file the report and presentation, ask questions of Staff; and
- 2) Solicit public comment regarding the proposed TOD District Plan, Public Realm Design Standards, and supporting documentation; and
- 3) Provide direction to Staff as appropriate regarding all of the TOD Plan documents; and
- 4) Direct staff to conduct a public hearing before the Planning Commission.

City Administrator Arrula gave a brief presentation which included background, setting the stage for the TOD, a plan for two distinct destinations with Metrolink as the hub, the new Metrolink station and a 253 space parking structure, an explanation of a transit-oriented development, how a TOD works, examples of TOD and high density, the TOD history and plan features moving forward, the Packing House District TOD Zoning Amendment, the purpose and intent, highlights, existing conditions, TOD parking, existing versus proposed development standards, existing versus proposed land uses, what happens to existing uses after TOD adoption, what happens to existing uses after five years of TOD adoption, proposed development, public realm standards, funding and future maintenance, Kosmont's study on economic development analysis on the TOD, and next steps.

Councilmembers expressed their thoughts on the proposed TOD Development and a two-lane street with on-street parking versus a four-lane with no parking. Councilmembers requested an expert traffic study and multiple lighting options be provided and safe crosswalks be included in the plans.

Motion by Yamaguchi, seconded by Smith and carried a (5-0) vote to move forward with Option 2 with a ten-foot median.

CITY COUNCIL/BOARD MEMBERS REQUESTS:

Councilmembers wished happy and safe holidays to everyone and invited them to attend the Christmas Tree Lighting at the Civic Center.

The City Council/Successor Agency/ICDA Agency Board of Directors adjourned at 9:15 p.m. to December 20, 2016 at 5:30 p.m. in memory of Sharon Ellen Moyer, longtime Placentia resident and close friend of Councilmember Underhill.

Jeremy B. Yamaguchi, Mayor/Agency Chair

ATTEST:

Patrick J. Melia, City Clerk/Agency Secretary

DRAFT

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
ADJOURNED REGULAR MEETING MINUTES
January 10, 2017
5:30 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER: Mayor Green called the meeting to order at 5:00 p.m.

ROLL CALL:

PRESENT: Councilmember/Board Member Yamaguchi, Smith, Shader, Wanke, Green

ABSENT: None

ORAL COMMUNICATIONS: None

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

CITY COUNCIL:

1. Pursuant to Government Code Section 54956.9(d)(4):
CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
(Lamar Central Outdoor, LLC v. 567 Melrose Street, LLC et al.: Case No. 30-2016-00879187-CU-OR-CXC)
2. Pursuant to Government Code Section 54956.9(d)(4):
CONFERENCE WITH LEGAL COUNSEL –POTENTIAL INITIATION OF LITIGATION
Number of Cases: 2
3. Pursuant to Government Code Section 54957.6
CONFERENCE WITH LABOR NEGOTIATOR
Agency Designated Representatives: Damien R. Arrula, City Administrator
Steve Pischel, Director of Administrative Services
Employee Organizations: Placentia City Employees Association (PCEA), Placentia Police Officers Association (PPOA), Placentia Police Management Association (PPMA), and Unrepresented Employees

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

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

ROLL CALL:

PRESENT: Councilmember/Board Member Yamaguchi, Smith, Shader, Wanke, Green

ABSENT: None

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

INVOCATION: Director of Administrative Services Pischel

PLEDGE OF ALLEGIANCE: Police Officer Matthew Herren

PRESENTATIONS:

- a. **Employee of the Quarter: Police Officer Matthew Herren**
Presenters: Mayor Green, City Administrator Arrula and Chief Lenyi

- b. **2016 Employees of the Year**
Recipients: Police Dispatch/Records Supervisor Juanita Martinez
Chief Deputy City Clerk Rosanna Ramirez
Economic Development Manager Jeannette Ortega
Police Detective Jason Reger
Presenters: Mayor Green and City Administrator Arrula

- c. **2016 Employee Service Awards**
Presenters: Mayor Green and City Administrator Arrula

5-Year Recognition
Public Works Maintenance Worker Saul Nungaray
Economic Development Services Manager Jeanette Ortega
Police Officer Austin Martinez

10-Year Recognition
Public Works Maintenance Worker Edward Rodriguez
Community Services Supervisor Veronica Ortiz

15-Year Recognition
Police Lieutenant Michael Bradley Butts
Police Sergeant Brian Perry
Police Officer Sean Malone
Public Works Maintenance Worker Jose Ponce
Community Services Coordinator Felipe Zambrano

20-Year Recognition
Community Services Coordinator Maria Elena Maurer
Police Officer Christopher J. Stuber

30-Year Recognition
Community Services Program Coordinator Nancy Buck
Director of Administrative Services Stephen D. Pischel

CLOSED SESSION REPORT:

City Attorney/Agency Counsel Bettenhausen reported the Council/Agency met in closed session to discuss four items and there was one item of existing litigation to report on: Lamar Central Outdoor, LLC v. 567 Melrose Street, LLC. The Council authorized the City to intervene in the case and enter into an agreement with Lamar related to cost sharing and there was nothing further to report.

CITY ADMINISTRATOR REPORT:

City Administrator Arrula introduced a new City of Placentia employee: Police Dispatcher/Records Clerk Kara Hart and announced a Community Workshop on the Old Town Placentia Revitalization Plan at 7:00 p.m. on Wednesday, January 25, 2019 at the Placentia Senior Center, 143 S. Bradford Avenue. For additional information, please call (714) 993-8234. He also notified residents that sandbags, and sand will be available to Placentia residents at the City's Corporation Yard, Monday through Thursday from 6:00 a.m. to 4:30 p.m. and reminded residents to call 911 immediately if they notice downed power lines and notify Southern California Edison at (800) 611-1911 to report a power outage. City Administrator

Arrula noted that City Hall will be closed on Monday, January 16, in observance of Martin Luther King Jr. Day.

ORAL COMMUNICATIONS:

Judge Frederick Aguirre encouraged resident to sign up to become a member of the Orange County Grand Jury participating in investigations and making recommendations.

City Clerk Melia stated that the City Clerk's Office had received a letter from Steven Wontrobski concerning the Orange County Fire Authority to be entered into the record of the meeting and copies of the letter were given to Council.

Placentia resident Blake Montero spoke in support of the Placentia Veterans Village project.

Mr. Rivenburg, Placentia resident, requested that the City establish a consistent policy on holiday street sweeping and enforcement.

Placentia resident Mrs. Pike reported being frightened by gunshots and fireworks on New Year's Eve in Placentia and requested better enforcement of anti-fireworks and firearms codes. She also noted that the landscaping on Bastanchury creates very narrow sidewalks making it uncomfortable for people walking or in wheel chairs to use the sidewalks.

Arnie Pike, Placentia resident, make a plea for the City to enforce fireworks prohibitions in the City.

CITY COUNCIL/BOARD MEMBER COMMENTS:

Councilmember Smith wished everyone a Happy New Year and thanked the Staff for City Council orientation sessions.

Councilmember Shader, along with Mayor Green, represented the City at the Orange County Winterfest and on New Year's Eve served dinner to the Placentia Police Department to thank them for their service and sacrifice. She encouraged residents to apply to serve on City Commissions and Committees.

Mayor Pro Tem Wanke assured residents that the parking tickets issued on holidays had been waived and the City was in the process of changing the holiday parking enforcement policy and making the street sweeping schedule more readily accessible.

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

City Administrator Arrula pulled Item 1.c. for further discussion. Motion by Yamaguchi, seconded by Wanke, and carried a (5-0, Yamaguchi abstained on Item 1.b.) vote to approve the remaining Consent Calendar Items.

- 1.a. **Consideration to Waive Reading in Full of all Ordinances and Resolutions**
Fiscal Impact: None
Recommended Action: Approve.
(Approved 5-0, as recommended)

- 1.b. **City Fiscal Year 2016-17 Register for January 10, 2017**
Check Register
Fiscal Impact: \$3,102,580.87
Electronic Disbursement Register
Fiscal Impact: \$791,831.13
Recommended Action: It is recommended that the City Council:
1) Receive and file.
(Received and filed, Yamaguchi abstained)

- 1.c. **Resolution Adopting Statement of Investment Policy for 2017**
Fiscal Impact: None
Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. R-2017-01, A Resolution of the City Council of the City of Placentia, California, Acknowledging the Receipt and Filing of the Annual Statement of Investment Policy for the Year 2017.
(Approved 5-0, as recommended)

City Administrator Arrula pulled Items 1.c. to present to Council and read into the record some changes that were brought to his attention after the agenda had been published. Motion by Wanke, seconded by Green, and carried a (5-0) vote to approve Item 1.c. with the changes read into the record.

2. PUBLIC HEARING:

2.a. General Plan Amendment 2016-01, Zone Change 2016-01, Variance 2016-02, Development Plan Review 2016-01 and Development Agreement 2016-01

Fiscal Impact: Deferral of Development Impact Fees in Exchange for Community Benefits of Providing Veteran's Housing.

Recommended Action: It is recommended that the City Council:

- 1) Open the Public Hearing concerning General Plan Amendment No. 2016-01, Zone Change No. 2016-01, Variance 2016-02, Development Plan Review No. 2016-01 and Development Agreement 2016-01; and
- 2) Receive the Staff Report and consider all Public Testimony; and
- 3) Close the Public Hearing; and
- 4) Adopt Resolution No. R-2017-02, A Resolution of the City Council of the City of Placentia Adopting a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the Project in Accordance With the California Environmental Quality Act (CEQA) (Public Resources Code §§ 21000-21177) and Pursuant to §15063 of Title 14 of the California Code Of Regulations (CCR), Adopting General Plan Amendment 2016-01 to Change the General Plan Land Use Designation from Industrial and Commercial-Manufacturing to High Density Residential, Variance 2016-02 Which Would Allow Only 52 Parking Spaces Instead of the Required 115 and Allow For No Covered Parking or Carports for the Required 25 Covered Parking Spaces, and Development Plan Review 2016-01 to Develop and Operate a 50 Unit Apartment Complex to Provide Low Cost Housing to Military Veterans on a +/- 3.65 Gross Acres Site/2.78 Net Acres (Minus the Flood Control Channel Facility Site) at 1924 Orangeview Avenue; and
- 5) Waive full reading, by title only, and introduce for first reading Ordinance No. O-2017-01, An Ordinance of the City Council of the City of Placentia Approving Zone Change 2016-01 Amending the Official Zoning Map of the City by Changing the Zoning District from "M" Manufacturing and "C-M" Commercial Manufacturing to "R-3" High Density Residential on A +/- 3.65 Acre Property at 1924 Orangeview Avenue Related to the Development of the +/- 3.65 Acre Property at 1924 Orangeview Avenue, Placentia, California; and
- 6) Waive full reading, by title only, and introduce for first reading Ordinance No. O-2017-02, An Ordinance of the City Council of the City Of Placentia Approving Development Agreement 2016-01 with Mercy Housing California Related to the Development of the +/- 3.65 Acre Property At 1924 Orangeview Avenue, Placentia, California. [Development Agreement No. 2016-01].

(Approved 5-0, to accept Recommendation 4) and adopt Resolution No. R-2017-02)

(Approved 5-0, to accept Recommendation 5) and introduce for first reading Ordinance No. O-2017-01)

(Approved 5-0, to accept Recommendation 6) and introduce for first reading Ordinance No. O-2017-02)

Mayor Green opened the public hearing at 7:42 p.m.

City Administrator Arrula gave an overview of the project and introduced Director of Development Services to present the staff report and answer Council questions.

Director of Development Services Lambert covered the regional veterans housing profile, the need for veterans housing, Placentia Veterans Village development highlights, entitlements, site amenities, architectural design, programmatic services, financing, the developer profile, the development agreement, and Staff recommendations.

City Attorney Bettenhausen pointed out that the Mitigated Negative Declaration for the project was provided to the Council and added to the record.

Councilmember Smith commented that this is an outstanding project and program and he's glad Placentia is taking the lead.

Councilmember Shader expressed her excitement about the project which fills a great need and commented on the proposed community garden, the availability of transportation, Mercy Housing as a strong partner, and her concerns regarding the parking variance.

Councilmember Yamaguchi commented on proposed parking and the north wall along the railroad track.

Mayor Pro Tem Wanke questioned what uses would be allowed by OC Flood in the easement and suggested moving the community garden to the easement to allow for more parking. He urged Staff to be sure the actual landscaping of the project is comparable with the conceptual landscape plan.

In response to Councilmembers' questions City Administrator Arrula discussed affordable housing requirements, available State funding, tax credits, scheduling, parking, location of OCTA bus stops nearby, Placentia's Senior Mobility program, and the attention to detail given to the planned boundary walls and graffiti prevention.

In response to Councilmembers' questions Ed Holder, Vice President of Real Estate Development for Mercy Housing, gave more information on serving the needs of veterans with families, the target resident population, deadlines and requirements to qualify for State funds, tax credits, possible access controls, guest parking, and next steps.

Tom Dodson, of Tom Dodson and Associates Environmental Consultants, discussed proposed boundary walls and noise mitigation.

Robert Sackett, owner of 506 Fee Ana Street, commented that he was not notified in a timely fashion of both City Council and Planning Commission meetings on this project and that due to the holiday closure he was not able to obtain materials or to contact Director of Development Services Lambert. He commented on trash dumping, illegal parking, noise from the railroad, parking, and access to Fee Ana Street.

Mayor Green closed the public hearing at 8:38 p.m.

Motion by Yamaguchi, seconded by Smith and carried a (5-0) vote to accept Recommendation 4) and adopt Resolution No. R-2017-02.

Motion by Wanke, seconded by Yamaguchi and carried a (5-0) vote to accept Recommendation 5) and introduce for first reading Ordinance No. O-2017-01.

Motion by Wanke, seconded by Yamaguchi and carried a (5-0) vote to accept Recommendation 6) and introduce for first reading Ordinance No. O-2017-02.

3. REGULAR AGENDA:

3.a. **Annual City Council Appointments to Various Intergovernmental Agencies, Associations, and City Subcommittees**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Review the attached list of current appointments to the various intergovernmental agencies, associations, and City subcommittees and make appointments as desired; and
- 2) Adopt Resolution No. R-2017-03, A Resolution of the City Council of the City of Placentia, California, Designating and Appointing its Representative to the Orange County Fire Authority Board of Directors; and
- 3) Direct Staff to notify the various intergovernmental agencies, associations, and City subcommittees of the City Council appointments.

(See votes below)

Mayor Green requested to remain on the Orange County Fire Authority Board of Directors. Motion by Wanke, seconded by Yamaguchi and carried a (4-0-1, Mayor Green abstained) vote to approve reappointing Mayor Green to the Orange County Fire Authority Board of Directors.

Motion by Wanke, seconded by Yamaguchi and carried a (5-0) vote to approve reappointing Councilmember Yamaguchi to the League of California Cities with Mayor Pro Tem Wanke as the Alternate.

Motion by Yamaguchi, seconded by Wanke and carried a (5-0) vote to approve appointing Mayor Green to the Orange County City Selection Committee with Mayor Pro Tem Wanke as the Alternate.

Motion by Wanke, seconded by Green and carried a (5-0) vote to approve appointing Mayor Green to the Association of California Cities - OC with Councilmember Shader as the Alternate.

Motion by Yamaguchi, seconded by Green and carried a (3-0-2, Wanke and Smith abstained) vote to approve appointing Mayor Pro Tem Wanke to the Orange County Sanitation District with Councilmember Smith as the Alternate.

Motion by Wanke, seconded by Yamaguchi and carried a (4-0-1, Green abstained) vote to approve appointing Mayor Green to the Orange County Vector Control District.

Motion by Green, seconded by Wanke and carried a (5-0) vote to approve appointing Councilmember Yamaguchi to the Santa Ana River Flood Protection Agency with Councilmember Shader as the Alternate.

Motion by Wanke, seconded by Yamaguchi and carried a (3-0-2, Smith and Yamaguchi abstained) vote to approve appointing Councilmember Smith to the Southern California Association of Governments with Councilmember Yamaguchi as the Alternate.

Motion by Wanke, seconded by Yamaguchi and carried a (5-0) vote to approve remaining appointments as discussed: reappointment of Councilmember Yamaguchi and appointment of Councilmember Shader to the Yorba Linda & Golden State Water District; appointment of Mayor Green, Councilmember Shader, and City Treasurer Larson to the Placentia Community Foundation; renaming of the Downtown Parking Structure and Retail Development Ad Hoc Subcommittee to the Planning, Community, and Economic Development Committee and appointment of Mayor Pro Tem Wanke and Councilmember Shader; appointment of Councilmember Shader as Liaison to the Economic Development Committee; appointment of Mayor Green, Mayor Pro Tem Wanke, City Treasurer Larson, and City Administrator Arrula to the Finance and Investment Committee; appointment of Mayor Green and Councilmember Smith to the Financial Audit Oversight Committee; appointment of Councilmembers Yamaguchi and Smith to the Heritage Festival Committee; appointment of Mayor Pro Tem Wanke and Councilmember Smith to the Recycling Committee; reappointment of Mayor Green to the Oversight Board; and the General Plan Advisory Committee was named as a Subcommittee to

the Planning, Community, and Economic Development Committee and Mayor Pro Tem Wanke and Councilmember Shader were appointed.

CITY COUNCIL/BOARD MEMBERS REQUESTS:

Councilmember Yamaguchi requested that Staff address burned out street lights and suggested a City of Placentia app for communications from the public.

City Administrator Arrula responded that Staff is aware and is currently establishing a system to monitor street lights throughout the City to report them to Southern California Edison.

Mayor Pro Tem Wanke requested an update on the traffic situation and safety issues on La Jolla street.

Mayor Green requested that the Mayor's office be made more private by the addition of a wall and a door.

ADJOURNMENT:

The City Council/Successor Agency/ICDA Agency Board of Directors adjourned at 9:34 p.m. to Tuesday, January 17, 2017 at 5:30 p.m.

In Memory of

Frank "Paco" Marmolejo, Former City of Placentia Employee

Craig S. Green, Mayor/Agency Chair

ATTEST:

Patrick J. Melia, City Clerk/Agency Secretary

DRAFT

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING MINUTES
January 17, 2017
5:30 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER: Mayor Green called the meeting to order at 5:00 p.m.

ROLL CALL:

PRESENT: Councilmember/Board Member Shader, Smith, Yamaguchi, Green
ABSENT: Wanke

ORAL COMMUNICATIONS: None

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

CITY COUNCIL:

1. Pursuant to Government Code Section 54956.9(d)(4):
CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
(Lamar Central Outdoor, LLC v. 567 Melrose Street, LLC et al.: Case No. 30-2016-00879187-CU-OR-CXC)
Number of Cases: 2
2. Pursuant to Government Code Section 54956.9(d)(2):
CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Number of Cases: 1
3. Pursuant to Government Code Section 54957.6
CONFERENCE WITH LABOR NEGOTIATOR
Agency Designated Representatives: Damien R. Arrula, City Administrator
Steve Pischel, Director of Administrative Services
Employee Organizations: Placentia City Employees Association (PCEA), Placentia Police Officers Association (PPOA), Placentia Police Management Association (PPMA), and Unrepresented Employees
4. Pursuant to Government Code Section 54957(b)(1):
PERFORMANCE EVALUATION OF PUBLIC EMPLOYEES
City Administrator

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

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

ROLL CALL:

PRESENT: Councilmember/Board Member Shader, Smith, Yamaguchi, Wanke, Green
ABSENT: None

STAFF PRESENT: City Administrator/Executive Director Damien R. Arrula; City Attorney/Authority Counsel Christian L. Bettenhausen; Director of Administrative Services Steve

Pischel; Interim Finance Manager Rafaela King; Chief of Police Darin Lenyi; Director of Development Services Joe Lambert; Community Services Director Sandra Gonzalez; Acting Director of Public Works Luis Estevez; Economic Development Manager Jeanette Ortega; Chief Deputy City Clerk Rosanna Ramirez.

INVOCATION: Police Chaplain Kenneth Curry

PLEDGE OF ALLEGIANCE: Girl Scout Troops of Placentia

PRESENTATIONS:

- a. **Cultural Arts Project for Every Student (CAPES) Grants**
Grant Recipients: Placentia/Yorba Linda Unified School District Schools
Presenters: Mayor Green, Community Services Coordinator Felipe Zambrano, and Cultural Arts Commission Chair Rick Pana

CLOSED SESSION REPORT:

City Attorney/Agency Counsel Bettenhausen reported the Council/Agency met in closed session to discuss four items and on the first item there was a motion by Shader, seconded by Wanke and carried a (5-0) vote to approve the City to intervene in litigation identified in that item: Lamar Central Outdoor, LLC v. 567 Melrose Street concerning certain easement issues. There was nothing further to report.

CITY ADMINISTRATOR REPORT:

City Administrator Arrula introduced a new City of Placentia employee: Senior Planner Andrew Gonzales and announced a Community Workshop on the Old Town Placentia Revitalization Plan at 7:00 p.m. on Wednesday, January 25, 2019 at the Placentia Senior Center, 143 S. Bradford Avenue. For additional information, please call (714) 993-8234. He also notified residents that the City, in collaboration with the Public Health Advocates, will be hosting a Community Meeting at the Aguirre Building, 505 Jefferson Street, on February 2nd at 6:30 p.m. to focus on park improvements citywide. For more information, please contact Community Services at (714) 993-8232.

ORAL COMMUNICATIONS:

Meredith Castillo, Placentia resident, commented on and questioned the plans to implement Council districting.

Placentia resident Blake Montero questioned the progress of the sale of easements on 350-380 S. Placentia Avenue.

CITY COUNCIL/BOARD MEMBER COMMENTS:

Councilmember Smith reported his attendance at a Heritage Festival Committee meeting and a Love Placentia meeting.

Councilmember Shader stated that she would represent the City at the Placentia Chamber of Commerce *Excellence in Placentia* awards and announced that the event is open to all.

Councilmember Yamaguchi announced that the Miss Placentia/Miss Yorba Linda scholarship pageant will be held on February 11th and 12th at Valencia High School. For more information visit www.misspyl.org. He congratulated the Placentia Police Explorers for their achievements at the annual tactical competition and thanked them for the service they give to the community.

Mayor Green mentioned the Coyote sightings in Placentia and cautioned residents to protect their pets. He reported attending the Orange County Vector Control meeting and plans to bring mosquito and pest prevention education to the City.

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

Councilmember Shader pulled Items 1.c. and 1.d. for further discussion. Motion by Yamaguchi, seconded by Wanke, and carried a (5-0, Yamaguchi abstained on Item 1.b.) vote to approve the remaining Consent Calendar Items.

- 1.a. **Consideration to Waive Reading in Full of all Ordinances and Resolutions**
Fiscal Impact: None
Recommended Action: Approve.
(Approved 5-0, as recommended)
- 1.b. **City Fiscal Year 2016-17 Register for January 17, 2017**
Check Register
Fiscal Impact: \$746,525.35
Electronic Disbursement Register
Fiscal Impact: \$ 439,068.71
Recommended Action: It is recommended that the City Council:
1) Receive and file.
(Received and filed, Yamaguchi abstained)
- 1.c. **Professional Services Agreement for Engineering Design and Environmental Permitting Services and Program Supplement Agreement for the Golden Avenue Bridge Replacement Project**
Fiscal Impact: Expense: \$589,868
Revenue: \$390,639 Federal Highway Bridge Project Funds
\$ 50,611 City Development Impact Fees
No General Fund Dollars will be spent on this project.
Recommended Action: It is recommended that the City Council:
1) Approve a not-to-exceed Professional Services Agreement with Biggs Cardosa Associates, Inc. for the Golden Avenue Bridge Replacement Project in the amount of \$589,868; and
2) Authorize the City Administrator to approve amendments to this agreement up to 10% of the contract not-to-exceed amount, or \$58,986.80; and
3) Approve Resolution No. 2017-04, A Resolution of the City Council of the City of Placentia, California, authorizing the City Administrator to execute the Program Supplement Agreement No. 012-F to Administer Agency-State Agreement No. 12-5269F15 for the Federally Funded Golden Avenue Bridge Replacement Project Federal Project No. BRL-5269(025); and
4) Authorize the City Administrator to execute all necessary agreements for this project, in a form approved by the City Attorney.
(Approved 5-0, as recommended)

Councilmember Shader pulled Item 1.c. for further discussion and questioned why there was no proof of insurance included in the agreement for subcontractors and suggested that the City accept the proposal to allow the contractor to contact property owners in the project area. Mayor Green requested a synopsis of the accounting for this agreement/project. Director of Public Works Estevez made a brief presentation and answered Councilmembers' questions. Motion by Green, seconded by Wanke, and carried a (5-0) vote to approve Item 1.c. as recommended.

- 1.d. **Program Supplement Agreement with Caltrans for the Placentia Avenue Street Rehabilitation Project**
Fiscal Impact: None
Recommended Action: It is recommended that the City Council:
1) Approve Resolution No. 2017-05, A Resolution of the City Council of the City of Placentia, California, authorizing the City Administrator to execute the Program Supplement Agreement No. 013-F to administer Agency-State Agreement No. 12-5269F15 for the Federally Funded Placentia Avenue Rehabilitation Project; and
2) Authorize the City Administrator to execute all necessary agreements for this project, in a form approved by the City Attorney.
(Approved 5-0, as recommended)

Councilmember Shader pulled Item 1.d. for further discussion and requested that the Council be informed of how the complete project will be funded. Director of Public Works Estevez presented detailed information on funding for the project and answered Councilmembers' questions. Motion by Green, seconded by Smith, and carried a (5-0) vote to approve Item 1.d. as recommended.

1.e. **Resignations From the Senior Advisory Committee**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Accept the resignations of Mrs. Beverly Cardwell and Mr. Robert Dewey from the Senior Advisory Committee; and
- 2) Update the City's Master Commission/Committee vacancy list to include the vacancies on the Senior Advisory Committee.

(Approved 5-0, as recommended)

1.f. **Second Reading of Ordinance No. O-2017-01 Adopting Zone Change 2016-01 and Ordinance O-2017-02 Approving Development Agreement 2016-01 With Mercy Housing**

Fiscal Impact: Deferral of Development Impact Fees in Exchange for Community Benefit of Providing Veteran's Housing.

Recommended Action: It is recommended that the City Council:

- 1) Find that the second reading and adoption of Ordinance No. O-2017-01 and Ordinance No. O-2017-02 is consistent with the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program adopted by the City Council on January 10, 2017 for the project in accordance with the California Environmental Quality Act (CEQA) (Public Resources Code §§ 21000-21177) and pursuant to §15063 of Title 14 of the California Code of Regulations (CCR), and direct Staff to file a Notice of Determination; and
- 2) Waive full reading, by title only, and adopt Ordinance No. O-2017-01, An Ordinance of the City Council of the City of Placentia, California, Approving Zone Change 2016-01 amending the official zoning map of the City by changing the zoning district from "M" Manufacturing and "C-M" Commercial Manufacturing to "R-3" high density residential on a +/- 3.65 acre property at 1924 Orangeview Avenue related to the development of the +/- 3.65 acre property at 1924 Orangeview Avenue, Placentia, California; and
- 3) Waive full reading, by title only, and adopt Ordinance No. O-2017-02, An Ordinance of the City Council of the City of Placentia, California, Approving Development Agreement 2016-01 with Mercy Housing California related to the development of the +/- 3.65 acre property at 1924 Orangeview Avenue, Placentia, California [Development Agreement No. 2016-01].

(Approved 5-0, as recommended)

SUCCESSOR AGENCY CONSENT CALENDAR:

1.g. **Recognized Obligation Payment Schedule (ROPS 17-18) for July 1, 2017 Through June 30, 2018 & Reinstatement of Certain Loan Agreements Between the Successor Agency and City of Placentia**

Fiscal Impact:

Expenditures: RPTTF	\$2,700,747.00
ACA	\$ 250,000.00

Recommended Action: It is recommended that the City Council:

- 1) Approve Resolution RSA-2017-01, A Resolution of the City Council of the City of Placentia, California, Acting as the Successor Agency to the Redevelopment Agency of the City of Placentia, Approving and Adopting the Recognized Obligation Payment Schedule for the period of July 1, 2017 through June 30, 2018 (ROPS 17-18); and
- 2) Approve Resolution RSA-2017-02, A Resolution of the City Council of the City of Placentia, California, Acting as the Successor Agency to the Redevelopment Agency of the City of Placentia, Approving Reinstatement of Certain Loan

Agreements Between the City of Placentia and the Former Redevelopment Agency as Enforceable Obligations.
(Approved 5-0, as recommended)

2. PUBLIC HEARING:

2.a. **Amending the Comprehensive Fee Schedule Increasing Rates and Charges for Various City Services; and Approving a Professional Services Agreement with Revenue & Cost Specialist, LLC to Prepare an Overhead Cost Allocation Study and Comprehensive Fee and Rate Schedule**

Fiscal Impact: Expense: \$26,000 General Fund
Revenue: Estimated Increase Unknown

Recommended Action: It is recommended that the City Council:

- 1) Open the Public Hearing to consider amending the Comprehensive Fee Schedule for certain City fees, rates and charges for various City services to adjust for 5.04% CPI ; and
- 2) Receive the Staff Report and Public Testimony; and
- 3) Close the Public Hearing; and
- 4) Adopt Resolution No. R-2017-06, A Resolution of the City Council of the City of Placentia, California, Increasing, Establishing and Adopting Certain City Fees, Rates and Charges for various City Services; and
- 5) Approve a Consulting Services Agreement with Revenue & Cost Specialist, LLC for the preparation of an Overhead Cost Allocation Plan Study and Comprehensive Fee and Rate Study; and
- 6) Authorize the City Administrator to execute all necessary documents, in a form approved by the City Attorney; and
- 7) Adopt Resolution No. R-2017-07, A Resolution of the City Council of the City of Placentia, California, authorizing a budget amendment in Fiscal Year 2016-17 increasing the expenditure budget in the general fund in the amount of \$26,000, in compliance with City Charter §§1206 and 1209 pertaining to appropriations for actual expenditures.

[Approved 4-1, Shader voted no, to accept Recommendation 4)]
[Approved 5-0, to accept Recommendations 5), 6) and 7)]

Mayor Green opened the public hearing at 7:37 p.m.

City Administrator Arrula gave an overview of the status of the Comprehensive Fee and Rate Schedule and answered Councilmembers' questions regarding the timing of the process; technology improvements; online permitting; discounts for residency.

City Attorney Bettenhausen urged the Council to approve this item with the understanding that a fee study is scheduled, and different recommendations may be presented at a meeting in the near future.

Noting no members of the public wishing to address the Council on the item, Mayor Green closed the public hearing at 8:49 p.m.

Motion by Yamaguchi, seconded by Wanke and carried a (4-1, Shader voted no) vote to accept Recommendation 4) and adopt Resolution No. R-2017-06.

Motion by Wanke, seconded by Green and carried a (5-0) vote to accept Recommendations 5), 6), and 7) and adopt Resolution No. R-2017-07; approve a Consulting Services Agreement with Revenue & Cost Specialists, LLC; and approve the City Administrator to execute all necessary documents in a form approved by the City Attorney.

3. REGULAR AGENDA:

3.a. **October 2016 (Preliminary) Treasurer's Report**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Receive and file the October 2016 (Preliminary) Treasurer's Report.

(Received and Filed)

City Administrator Arrula introduced City Treasurer Kevin Larson who presented a brief overview of the October 2016 (Preliminary) Treasurer's Report. Motion by Wanke, seconded by Smith and carried a (5-0) vote to receive and file the October 2016 Treasurer's Report.

CITY COUNCIL/BOARD MEMBERS REQUESTS:

Councilmember Smith reminded residents that Love Placentia Serve Day will be April 29, 2017.

Councilmember Shader requested that the Council join her in sending greetings and congratulations to the City of Brea in recognition of Brea's upcoming Centennial celebration.

Councilmember Yamaguchi requested that the City of Placentia Police Explorers be invited to a Council meeting and remarked that he has repeatedly stated that the intersection of Highland and Orangethorpe is misidentified as City of Anaheim.

Mayor Pro Tem Wanke thanked Mrs. Cardwell and Mr. Dewey for their service on the Senior Advisory Committee.

ADJOURNMENT:

The City Council/Successor Agency/ICDA Agency Board of Directors adjourned at 7:56 p.m. to Tuesday, February 7, 2017 at 5:30 p.m.

Craig S. Green, Mayor/Agency Chair

ATTEST:

Patrick J. Melia, City Clerk/Agency Secretary

DRAFT

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING MINUTES
February 7, 2017
5:30 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER: Mayor Green called the meeting to order at 5:00 p.m.

ROLL CALL:

PRESENT: Councilmember/Board Member Shader, Smith, Wanke, Green
ABSENT: Yamaguchi

ORAL COMMUNICATIONS: None

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

SUCCESSOR AGENCY:

1. Pursuant to Government Code Section 54956.9(d)(1):
CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION
(DMWP, LLC v. Successor Agency to the Redevelopment Agency of the City of Placentia, et al. bearing Orange County Superior Case #30-2016-00993248-CU-BC-CJC)
Number of Cases: 1

CITY COUNCIL:

2. Pursuant to Government Code Section 54956.9(d)(4):
CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION
Number of Cases: 2
3. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
Pursuant to Government Code Section 54957(b)(1):
Title: City Administrator
4. Pursuant to Government Code Section 54956.9(d)(2):
CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Number of Cases: 1
5. Pursuant to Government Code Section 54957.6
CONFERENCE WITH LABOR NEGOTIATOR
Agency Designated Representatives: Damien R. Arrula, City Administrator
Steve Pischel, Director of Administrative Services
Employee Organizations: Placentia City Employees Association (PCEA), Placentia Police Officers Association (PPOA), Placentia Police Management Association (PPMA), and Unrepresented Employees

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

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

ROLL CALL:

PRESENT: Councilmember/Board Member Shader, Smith, Wanke, Green
ABSENT: Yamaguchi

STAFF PRESENT: City Administrator/Executive Director Damien R. Arrula; City Attorney/Authority Counsel Christian L. Bettenhausen; Director of Administrative Services Steve Pischel; Senior Financial Consultant Irwin Bornstein; Chief of Police Darin Lenyi; Director of Development Services Joe Lambert; Community Services Director Sandra Gonzalez; Director of Public Works Luis Estevez; Economic Development Manager Jeanette Ortega; Chief Deputy City Clerk Rosanna Ramirez.

INVOCATION: Police Chaplain Gary Drabek

PLEDGE OF ALLEGIANCE: Placentia Police Department Senior Police Officer Jose Flores

PRESENTATIONS:

- a. **Placentia’s Most Influential 2016**
Recipient: Director of Community Services Sandra Gonzalez
Presenters: Mayor Green and City Administrator Arrula

- b. **Recognition- Placentia Police Explorers Awarded at 19th Annual Chandler Tactical Competition**
Recipients: Placentia Police Explorers Poomima Somaiah, Marvin Kimbrough, and Cristal Servin
Presenters: Mayor Green, City Administrator Arrula, Police Chief Lenyi, and Explorer Advisors Officer Flores and Reserve Officer Yamaguchi

CLOSED SESSION REPORT:

City Attorney/Agency Counsel Bettenhausen reported the Council/Agency met in closed session to discuss one item for the Successor Agency and five items for the City Council. The Council considered each item, there was discussion, and there was nothing further to report.

CITY ADMINISTRATOR REPORT:

City Administrator Arrula announced that Luis Estevez has been appointed to serve as Director of Public Work and introduced two (2) new employees: City Engineer Masoud Sepahi and Irwin Bornstein who will serve on a temporary basis as Senior Financial Consultant. He noted that the City and Placentia Disposal will hold a free compost giveaway for resident on Saturday, February 10. For more information, please contact Placentia Republic Services at (714) 238-3300. He also noted that in observance of Presidents’ Day, City Hall will be closed on Monday, February 20, but the Police Department will remain fully operational.

ORAL COMMUNICATIONS:

Sebastian Calderon, District Representative for Senator Josh Newman, introduced himself to the Council.

John Dunton discussed delivering wreaths for fallen Police Officers and praised Police Chief Darin Lenyi for his dedication.

Placentia Resident Jeff Buchanan questioned the standing of the investigation into a former Planning Commissioner.

CITY COUNCIL/BOARD MEMBER COMMENTS:

Councilmember Smith noted that he attended the Placentia Chamber of Commerce Citizen of the Year event, the 80th Anniversary of the Placentia Rotary Club, a City-sponsored employee meet and greet, a Placentia Community Foundation meeting, and mandatory training provided by the Association of California Cities Orange County.

Councilmember Shader reported that she participated in a site-visit to a Transit Oriented Development (TOD) and attended a Placentia Community Foundation meeting, a meeting of the Placentia Historical Committee, the Old Town Placentia Revitalization Workshop, a Santa Ana Flood Control District Meeting, the Placentia Chamber of Commerce event, the staff meet and greet, the Champions Sports Park Workshop, and the state-mandated ethics and harassment prevention training.

Mayor Pro Tem Wanke stated that he attended the Association of California Cities Orange County Board meeting and, as the League of California Cities-appointed local President, traveled to Sacramento for a meeting of the Housing, Community and Economic Development Policy Committee. He noted that he attended an Orange County Sanitation District Board meeting where he serves as the Chair of the Administration Committee and the Steering Committee.

Mayor Green announced that he visited a Transit Oriented Development (TOD) site in Santa Ana, presented an "Employee of the Month" certificate at the Orange County Federation of Republican Women event to Councilmember Rhonda Shader.

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

Motion by Wanke, seconded by Smith, and carried a (4-0-1, Yamaguchi absent) vote to approve the Consent Calendar Items as recommended.

- 1.a. **Consideration to Waive Reading in Full of all Ordinances and Resolutions**
Fiscal Impact: None
Recommended Action: Approve.
(Approved 4-0-1, Yamaguchi absent, as recommended)

- 1.b. **City Fiscal Year 2016-17 Register for February 7, 2017**
Check Register
Fiscal Impact: \$1,271,812.36
Electronic Disbursement Register
Fiscal Impact: \$652,032.52
Recommended Action: It is recommended that the City Council:
1) Receive and file.
(Received and filed)

- 1.c. **Purchase of Two (2) Sewer Utility Maintenance Vehicles From Fairway Ford Fleet**
Fiscal Impact: Expense: \$57,566.78
Revenue: \$65,000.00 FY 2016-17 Sewer Maintenance Fund
Operating Budget
No General Fund Dollars will be utilized for this purchase.
Recommended Action: It is recommended that the City Council:
1) Authorize the purchase of two (2) Ford F-150 Sewer Utility Maintenance Trucks from Fairway Ford Fleet in the amount of \$57,566.78; and
2) Authorize the City Administrator to execute the necessary documents.
(Approved 4-0-1, as recommended, Yamaguchi absent)

- 1.d. **Acceptance of Construction Work and Notice of Completion for the Emergency Operations Center Renovation Project No. 2016-15**
Fiscal Impact: Expense: \$225,116.23
Revenue: \$183,000.00 Public Safety Fee Mitigation Funds
\$ 42,116.23 Asset Forfeiture Funds
No General Fund Dollars were used on this project.
Recommended Action: It is recommended that the City Council:
1) Accept the work performed by R Dependable Construction, Inc. for construction of the Emergency Operations Center Renovation Project in the total amount of \$163,566.45; and
2) Authorize the City Administrator to file a Notice of Completion with the Orange County Clerk Recorder's Office for the Project; and

3) Authorize the City Administrator to release retention funds in accordance with the terms of the contract.

(Approved 4-0-1, as recommended, Yamaguchi absent)

1.e. **Acceptance of Construction Work and Notice of Completion for Chapman Avenue Street Resurfacing Project No. 2016-35**

Fiscal Impact: Expense: \$178,494.97
Revenue: \$200,000.00 OCTA Cooperative Agreement
No General Fund Dollars were used on this project.

Recommended Action: It is recommended that the City Council:

- 1) Accept the work performed by All American Asphalt Inc., for construction of the Chapman Avenue Street Resurfacing Project in the total amount of \$169,144.97; and
- 2) Authorize the City Administrator to file a Notice of Completion with the Orange County Clerk Recorder's Office for the Project; and
- 3) Authorize the City Administrator to release retention funds in accordance with the terms of the contract.

(Approved 4-0-1, as recommended, Yamaguchi absent)

1.f. **Approval of Plans and Specifications and Award of Construction Contract for the Placentia Avenue Rehabilitation Project No. 2016-33**

Fiscal Impact: Expense: \$1,299,125 Construction Contract
Revenue: \$ 626,659 Measure M2 Funds
\$ 501,659 City of Fullerton
\$ 500,000 Federal APM Grant Funds
No General Fund Dollars will be used on this project.

Recommended Action: It is recommended that the City Council:

- 1) Approve plans and specifications prepared by Onward Engineering; and
- 2) Award a Public Works Agreement to Sequel Contractors, Inc., for Placentia Avenue Rehabilitation Project in the amount of \$1,299,125; and
- 3) Reject all other bids received and authorize the return of the bid bonds; and
- 4) Authorize the City Administrator to approve contract change orders up to 10% of the Public Works Agreement in the amount of \$129,912, for a total construction contract not-to-exceed amount of \$1,429,037; and
- 5) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

(Approved 4-0-1, as recommended, Yamaguchi absent)

1.g. **Accept the Donation of Retired Access Vehicle From Orange County Transportation Authority (OCTA)**

Fiscal Impact: Expense: \$0.00
Revenue: \$0.00

Recommended Action: It is recommended that the City Council:

- 1) Accept the donation of a retired ACCESS Program vehicle from OCTA.

(Approved 4-0-1, as recommended, Yamaguchi absent)

1.h. **Amendment No. 3 to Consulting Services Agreement for Provision of Building Official and Building and Public Works Inspection Services**

Fiscal Impact: Fiscal Year 2014-15 Expense: \$125,000
Offsetting Revenue: \$125,000
Budgeted: \$125,000

Recommended Action: It is recommended that the City Council:

- 1) Approve Amendment 3 to the Consulting Services Agreement with Lilley Planning Group, to provide professional services related to Public Works and Development Services for the period February 7, 2017 to February 7, 2018; and
- 2) Authorize the City Administrator to sign the necessary documents and approve contract extensions, in a form approved by the City Attorney.

(Approved 4-0-1, as recommended, Yamaguchi absent)

PUBLIC HEARING:

2.a. **Ordinance Prohibiting Any and All Marijuana Related Uses and Activities**

Fiscal Impact: Cost Related to Enforcement

Recommended Action: It is recommended that the City Council:

- 1) Open the Public Hearing concerning Ordinance No. O-2017-03; and
- 2) Receive the Staff Report and consider all Public Testimony; and
- 3) Close the Public Hearing; and
- 4) Find that the adoption of the ordinance is exempt from environmental review pursuant to Section 15061(b)(3) in that the proposed Code Amendments are not expected to create a negative impact on the physical environment and it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, and direct Staff to file a Notice of Exemption; and
- 5) Waive full reading, by title only, and introduce for first reading Ordinance No. O-2017-03, An Ordinance of the City Council of the City of Placentia repealing Chapter 8.42 of Title 8 of the City of Placentia Municipal Code and replacing it with a new Chapter 8.42 to prohibit marijuana-related uses and activities and amending provisions of Title 23 (The Zoning Code) prohibiting the development of marijuana related uses.

(Approved 4-1-1, as recommended, Wanke voted no, Yamaguchi absent)

Mayor Green opened the public hearing at 7:31 p.m.

City Administrator Arrula introduced Director of Development Services Lambert to give a brief presentation which included Placentia's current marijuana ban, Placentia's proposed Marijuana ban, the Prop 64 Statewide Initiative, new State law on marijuana, licensing of medical marijuana businesses, local control, proposed changes to the Placentia Municipal Code, surrounding cities with marijuana ordinances, other considerations, public consumption, personal cultivation permits, and Staff recommendations.

Placentia resident Peggy Yamaguchi questioned whether this would pertain to animals as well as humans and if the rules would be different for purchases made outside the City and transported into the City for consumption.

Director of Development Services Lambert stated that the proposed ordinance would not prohibit the purchase of marijuana in jurisdictions where it is legal, and the ordinance does specifically prohibit or regulate animal consumption.

Jeff Buchanan, Placentia resident, stated that he found the ordinance vague and recommended further review before adopting an ordinance.

Nathaniel Clark, retired businessman, stated that he would not allow employees to partake of alcohol or marijuana for accuracy and safety and urged the Council to enforce the ban with the strongest measures allowable.

Placentia Resident Linda Lucio spoke in favor of allowing medical marijuana for terminal or chronic illnesses.

Councilmember Shader commented with regard to the medical marijuana that the State provided an avenue for patients to meet their needs.

Councilmember Wanke stated that the State has not provided an avenue for patients and Proposition 64 explicitly allows the use of marijuana in Placentia and the City cannot prohibit use. He spoke of the dangers of the opioid crisis and expressed an opposing view on indoor versus outdoor personal cultivation.

City Attorney Carrie Raven gave a brief overview of Proposition 64 and answered Councilmembers' questions.

City Attorney Bettenhausen urged caution in attempting to set regulations that might expose the City to litigation.

Mayor Green closed the public hearing at 8:04 p.m.

Motion by Smith, seconded by Shader and carried a (4-1-1, Wanke voted no, Yamaguchi absent) vote to approve Item 2.a. as recommended.

3. REGULAR AGENDA:

3.a. Fiscal Recap of 2016 Heritage Festival, Approval of 2017 Event and Change to Committee Structure

Fiscal Impact: Expense: \$80,313 Expenditures for Fiscal Year 2016-17
Revenue: \$45,835 Revenues for Fiscal Year 2016-17
Net Cost: \$34,478 City General Fund for 2016 Event
2017 Expense: \$35,000 Estimated Net Expenditures for FY 2017-18

Recommended Action: It is recommended that the City Council:

- 1) Approve the Heritage Festival Committee's recommendation of event date, location, parade route, and estimated net expenditure amount of \$35,000 for the 2017 Heritage Festival; and
- 2) Select one of the recommended changes to the Committee structure, and take necessary action, if required, to dissolve the formal committee.

Mayor Green stated that Councilmember Yamaguchi requested that Item 3.a. be continued to the Regular Meeting on February 21, 2017 at 7:00 p.m. when he will be present to participate.

Motion by Wanke, seconded by Smith and carried a (4-0-1, Yamaguchi absent) voice vote to continue Item 3.a. to February 21, 2017 at 7:00 p.m.

3.b. Citizens Fiscal Sustainability Task Force Mission Statement

Fiscal Impact: None

Recommended Action: Consideration for City Council:

- 1) Affirmation that the Task Force should continue meeting; and
- 2) Review and approval of Mission Statement and Objectives for the Task Force in 2017; and
- 3) Consideration of conducting Bi-Monthly or Quarterly Task Force Meetings to include both the Regular Task Force Meeting and Town Hall Meetings; and
- 4) Direct Staff and Task Force to prepare a proposed meeting schedule and presentation materials for Town Hall community outreach meetings and present to City Council for approval at a future meeting.

City Administrator Arrula introduced Director of Administrative Services Pischel to give a brief presentation on behalf of the Citizen' Fiscal Sustainability Task Force.

Councilmember Shader noted that she had met the Committee Chair Robert McKinnell to better understand the Committee's previous report and she expressed gratitude to the Committee members for great work on the report and her desire to see the Committee continue.

Mayor Pro Tem Wanke thanked the Committee and expressed his desire to see the Committee continue.

Mayor Green expressed his desire to see the Committee continue and his gratitude for their hard work and integrity.

Committee Chair Robert McKinnell shared Task Force concerns regarding how the ad-hoc committee will complete their assigned tasks and discontinue the Committee.

Councilmember Smith stated that he supports the idea of an "as-needed" schedule of meetings for the Task Force.

Motion by Wanke, seconded by Smith and carried a (4-0-1, Yamaguchi absent) vote to approved Item 3.b. as presented for consideration.

CITY COUNCIL/BOARD MEMBERS REQUESTS: None

ADJOURNMENT:

The City Council/Successor Agency/ICDA Agency Board of Directors adjourned at 8:22 p.m. to Tuesday, February 21, 2017 at 5:30 p.m.

In Memory of

Sarah Marie Callaghan, Niece of Chief Deputy City Clerk Rosanna Ramirez

Craig S. Green, Mayor/Agency Chair

ATTEST:

Patrick J. Melia, City Clerk/Agency Secretary

DRAFT

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
SPECIAL MEETING MINUTES
CITY COMMISSION and COMMITTEE INTERVIEWS
February 13, 2017
5:00 p.m. – Administrative Conference Room #1
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER: Mayor Green called the meeting to order at 5:00 p.m.

ROLL CALL:

PRESENT: Councilmember/Board Member Shader, Smith, Yamaguchi, Wanke, Green
ABSENT: None

ORAL COMMUNICATIONS: None

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

ORAL COMMUNICATIONS: None

CITY COUNCIL:

a. **Interviews of applicants for various City Commissions and Committees**

Council conducted interviews for various City Commissions and Committees. There was discussion and vacancies will be filled at the Regular Council meeting on February 21, 2017.

CITY COUNCIL/BOARD MEMBERS REQUESTS: None

ADJOURNMENT:

The City Council/Successor Agency/ICDA Agency Board of Directors adjourn at 7:14 p.m. to February 21, 2017 at 5:30 p.m.

Craig S. Green, Mayor/Agency Chair

ATTEST:

Patrick J. Melia, City Clerk/Agency Secretary

DRAFT

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING MINUTES
February 21, 2017
5:30 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER: Mayor Green called the meeting to order at 5:00 p.m.

ROLL CALL:

PRESENT: Councilmember/Board Member Shader, Yamaguchi, Smith, Wanke, Green

ABSENT: None

ORAL COMMUNICATIONS: None

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

1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Pursuant to Government Code Section 54957(b)(1):

Title: City Administrator

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

CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION

Number of Cases: 4

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

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Number of Cases: 1

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

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

ROLL CALL:

PRESENT: Councilmember/Board Member Shader, Smith, Yamaguchi, Wanke, Green

ABSENT: None

STAFF PRESENT: City Administrator/Executive Director Damien R. Arrula; City Attorney/Authority Counsel Christian L. Bettenhausen; Director of Administrative Services Steve Pischel; Senior Financial Consultant Irwin Bornstein; Chief of Police Darin Lenyi; Director of Development Services Joe Lambert; Community Services Director Sandra Gonzalez; Director of Public Works Luis Estevez; Economic Development Manager Jeanette Ortega; Chief Deputy City Clerk Rosanna Ramirez

INVOCATION: Police Chaplain Gary Drabek

PLEDGE OF ALLEGIANCE: Boy Scout Troop Honor Guard

PRESENTATIONS:

- a. **Recognition - Police Department Motor Barn Eagle Scout Project**

Recipient: Eagle Scout Candidate John Thomas
Presenters: Mayor Green and City Administrator Arrula

b. **Recognition - Non-Profit Organization Lot 318 and the Placentia Community Foundation for Services to the Placentia Community**

Recipients: Placentia Community Foundation, Vivian Perez and Lot 318, Letty Gali

Presenters: Mayor Green and City Administrator Arrula

CLOSED SESSION REPORT:

City Attorney/Agency Counsel Bettenhausen reported the Council/Agency met in closed session to discuss six items. There was discussion on each, direction was given by Council, and there was nothing further to report.

CITY ADMINISTRATOR REPORT:

City Administrator Arrula announced the appointment of Interim Chief Financial Officer Shally Lin and that the Placentia Chamber of Commerce will host Mayor Craig Green's State of the City Address on Thursday, March 23, 2017, at 11:15 a.m. at the Alta Vista Country Club, 777 E. Alta Vista St. For more information or to purchase tickets for this event, please contact the Placentia Chamber of Commerce at (714) 528-1873 or visit www.placentiachamber.com. He noted that the Veterans Advisory Committee has embarked on a fundraiser for the expansion of the Placentia Veterans Monument. For more information, please visit www.placentia.org/veterans or call (714) 993-8117. He stated that Love Placentia is scheduled for Saturday, April 29, 2017. For more information or to sign up to volunteer, please visit www.loveplacentia.com.

ORAL COMMUNICATIONS:

Wendy Chou, Placentia resident, spoke about Rosecrest Community mailbox vandalism and home burglaries.

Placentia and Rosecrest Community resident Leroy Fisher, urged the City to assist with a solution to repeated mailbox break-ins.

Neil Berezsky, Placentia and Rosecrest Community resident, urged the City to assist with a solution to repeated mailbox break-ins.

Placentia and Rosecrest Community resident Willian Niefert asked the Council for help to solve the problem of repeated mailbox vandalism.

Ed Garcia questioned the Council regarding the public noticing and wording of ordinances and the availability to the public of embezzlement audit reports.

Chris Bunker expressed his support of the ordinance banning marijuana in Placentia.

Placentia resident Jane Thatcher spoke in support of the ordinance banning marijuana in Placentia and expressed concern that the ordinance is too vague.

Placentia Resident Matt Wade spoke in favor of the ordinance banning marijuana in Placentia.

City Attorney Bettenhausen gave an overview of the ordinance banning marijuana and Proposition 64 and stated that the District Attorney's investigation regarding the embezzlement is ongoing, does not involve City Staff, and the report is not a public document.

Police Chief Lenyi addressed the issue of the mailbox vandalism in the Rosecrest Community.

Director of Development Services Lambert discussed the process for determining the type of mailboxes approved for a community/project.

CITY COUNCIL/BOARD MEMBER COMMENTS:

Councilmember Smith reported that he participated in the interview process to fill positions on City commissions and committees, and attended meetings of the Heritage Festival Committee, the Santa Fe Merchants Association, the Love Placentia Coordination, the Placentia Community Collaborative, Planning Commission, and met with City Administrator Arrula and the Director of the Placentia Library District regarding facilities and parking issues.

Councilmember Shader noted that she attended the Miss Placentia/Miss Yorba Linda Scholarship Pageant and congratulated the contest winners, participated in the interview process to fill positions on City commissions and committees, participated in site-visits to a Transit Oriented Development (TOD) in El Monte and a veterans housing project, and thanked the public for their feedback.

Councilmember Yamaguchi congratulated the Miss Placentia/Miss Yorba Linda Scholarship Pageant winners and requested that the City honor them at an upcoming Council meeting. He urged the Council and Staff to intervene on behalf of the residents of Rosecrest in the matter of the mailbox vandalism and explained to residents that the agenda and packet are posted in advance of the meeting on the City's website and are available at City Hall.

Mayor Pro Tem Wanke welcomed Interim Chief Financial Officer Shally Lin and thanked Eagle Scout Candidate John Thomas for the renovation of the Police Department Motor Barn and recommended that residents dealing with Post Office issues contact Congressman Ed Royce's Office for assistance at (714)255-0101. He requested that Staff bring back to Council for review the historical permit process.

Mayor Green announced that he attended the Miss Placentia/Miss Yorba Linda Scholarship Pageant and thanked everyone who participated and supported the event and he attended the OCFA Best and Bravest Award Ceremony.

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

Mayor Pro Tem Wanke pulled Item 1.g. for further discussion. Motion by Wanke, seconded by Yamaguchi, and carried a (5-0) vote to approve the remaining Consent Calendar items as recommended.

- 1.a. **Consideration to Waive Reading in Full of all Ordinances and Resolutions**
Fiscal Impact: None
Recommended Action: Approve.
(Approved 5-0, as recommended)

- 1.b. **City Fiscal Year 2016-17 Register for February 21, 2017**
Check Register
Fiscal Impact: \$762,872.08
Electronic Disbursement Register
Fiscal Impact: \$481,521.84
Recommended Action: It is recommended that the City Council:
1) Receive and file.
(Received and filed)

- 1.c. **Award of Construction to G2 Construction Inc., for the OCTA M2 Environmental Cleanup Program Tier 1 Grant Project Phase 3**
Fiscal Impact: Expense: \$266,700
Revenue: \$200,000 OCTA M2 Environmental Cleanup Grant
\$ 50,974 Storm Drain Construction Fund
\$ 10,354 General Fund
\$ 5,372 CalRecycle Oil Payment Program Fund
Recommended Action: It is recommended that the City Council:
1) Approve plans and specifications prepared by G2 Construction, Inc., dated January 5, 2017, for the Catch Basin Screen Insert Project; and
2) Accept the proposal submitted by G2 Construction, Inc. in the amount of \$266,700; and

- 3) Award a Public Works Agreement to G2 Construction, Inc. for OCTA M2 Environmental Cleanup Program Tier 1 Grant Project Phase 3; and
- 4) Adopt Resolution No. R-2017-08, A Resolution of the City Council of the City of Placentia, California Authorizing an award of contract to G2 Construction, Inc. for the application for funds for the Environmental Cleanup, Tier 1 Grant program under Orange County Local Transportation Ordinance No. 3 for the City of Placentia Catch Basin Inserts Project, Phase 3; and
- 5) Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

(Approved 5-0, as recommended)

1.d. **Professional Services Agreement for a Citywide Development Impact Fee Nexus Study**

Fiscal Impact: Expense: \$30,200
Revenue: \$30,200 General Fund

Recommended Action: It is recommended that the City Council:

- 1) Approve a not-to-exceed Professional Services Agreement with SCI Consulting Group, In., to provide a Citywide Development Impact Fee Nexus Study for a total of \$30,200; and
- 2) Authorize the City Administrator to approve amendments to this agreement up to 10% of the contract not-to-exceed amount, or \$3,020; and
- 3) Authorize the City Administrator, or his designee, to execute the necessary documents for this project, in a form approved by the City Attorney.

(Approved 5-0, as recommended)

1.e. **Acceptance of a Public Utility Easement from the Orange County Transportation Authority for the Kraemer Boulevard Grade Separation Project**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Accept one (1) Easement for Public Utility purposes; and
- 2) Authorize the Mayor to sign the Certificate of Acceptance for the Public Utility Easement on behalf of the City; and
- 3) Direct the City Clerk to endorse a Public Utility Easement which embodies the acceptance of said easement, and cause the document to be submitted to the Orange County Clerk Recorder for recording of the documents.

(Approved 5-0, as recommended)

1.f. **Amendment No. 2 to Professional Services Agreement with Lilley Planning Group to Complete the Transit Oriented Development Zoning Amendment**

Fiscal Impact: Expense: Amendment No. 2 Not-To-Exceed Amount: \$12,500
Total Not-To-Exceed Amount: \$45,500

Recommended Action: It is recommended that the City Council:

- 1) Approve Amendment No. 2 to the Professional Services Agreement with Lilley Planning Group for an amount not-to-exceed \$12,500 to complete the Transit Oriented Development Zoning Amendment; and
- 2) Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

(Approved 5-0, as recommended)

1.g. **Second Reading of Ordinance No. 0-2017-03, Prohibiting Any and All Marijuana Related Uses and Activities**

Fiscal Impact: Costs Related to Enforcement

Recommended Action: It is recommended that the City Council:

- 1) Waive full reading, by title only, and adopt Ordinance 0-2017-03, An Ordinance of the City Council of the City of Placentia, California repealing Chapter 8.42 of Title 8 of the City of Placentia Municipal Code and replacing it with a new Chapter 8.42 to prohibit marijuana related uses and activities and

amending provisions of Title 23 (The Zoning Code) prohibiting the development of marijuana related uses; and

- 2) Find that the adoption of the ordinance is exempt from environmental review pursuant to Section 1506(b) (3) in that the proposed code amendments are not expected to create a negative impact on the physical environment and it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment and direct Staff to file a Notice of Exemption.

(Approved 4-1, Wanke voted no, as recommended)

Mayor Pro Tem Wanke pulled Item 1.g. to clarify his reasons for voting no on the introduction of this ordinance at the Council meeting of February 7, 2017. Motion by Wanke, seconded by Yamaguchi, and carried a (4-1) vote to approve Item 1.g. as recommended.

1.h **Amendment No. 1 to Professional Services Agreement with CASC Engineering and Consulting to Complete the Commercial Overlay Zone Change Amendment at Crowther & Placentia**

Fiscal Impact: Expense: Amendment No. 1 Not-To-Exceed Amount: \$5,000 Total Not-To-Exceed Amount: \$45,000

Recommended Action: It is recommended that the City Council:

- 1) Approve Amendment No. 1 to the Professional Services Agreement with CASC Engineering and Consulting for an additional amount not-to-exceed \$5,000, resulting in total contract amount not-to-exceed \$45,000 to complete CEQA related services associated with establishment of a commercial zone overlay district for the period July 1, 2016 to December 31, 2017; and
- 2) Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

(Approved 5-0, as recommended)

1.i. **Tentative Parcel Map (TPM) 2015-181: A Proposed Parcel Map to Subdivide an Approximately 0.18 Acre Lot Into Two (2) Parcels and Construction of Two (2) Residential Units Located at 1633 La Paloma Avenue within the Single Family Residential (R-1) and Oil Combining (O) Overlay Districts**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Adopt the findings set forth within Resolution No. PC-2016-09 (Attachment 1); and
- 2) Approve TPM 2015-181 subject to the Special Conditions of Approval and Standard Development requirements set forth in Attachment 2.

(Approved 5-0, as recommended)

2. PUBLIC HEARING: None

3. REGULAR AGENDA:

3.a. **November 2016 (Preliminary) Treasurer's Report**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Receive and file the November 2016 (Preliminary) Treasurer's Report.
- (Received and filed)**

3.b. **December 2016 (Preliminary) Treasurer's Report**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Receive and file the December 2016 (Preliminary) Treasurer's Report.
- (Received and filed)**

City Treasurer Larson gave a brief presentation of items 3.a. and 3.b. In response to Councilmembers' questions City Treasurer Larson clarified how the City handles large cash balances in the General Fund. Motion by Green, seconded by Shader, and carried a (5-0) vote to approve Item 3.a. and 3.b. as recommended.

3.c. **Fiscal Recap of 2016 Heritage Festival, Approval of 2017 Event and Change to Committee Structure**

Fiscal Impact: Expense: \$80,313 Expenditures for Fiscal Year (FY) 2016-17
Revenue: \$45,835 Revenues for Fiscal Year 2016-17
Net Cost: \$34,478 City General Fund for 2016 Event

Recommended Action: It is recommended that the City Council:

- 1) Approve the Heritage Festival Committee's recommendation of event date, location, parade route, and estimated net expenditure amount of \$35,000 for the 2017 Heritage Festival; and
- 2) Select one of the recommended changes to the Committee structure, and take necessary action, if required, to dissolve the formal committee.

(Approved 5-0, as amended)

City Administrator Arrula introduced Director of Community Services Gonzalez who gave a brief presentation which included a recap of the 2016 event, proposed festival changes for 2017, the 2017 event funding request, a comparison to similar City events, similar neighboring Cities' events, community sponsorships, the current Committee structure, options for restructuring the Committee and the organization of the event, and recommendations. There was discussion and Director of Community Services Gonzalez and City Administrator Arrula answered Councilmembers' questions. Mayor Green announced his Mayoral theme for the record: "We're Getting Better, and We're Moving Forward" which is proposed as the theme of the event.

Mayor Green called up Placentia Community Foundation Chair Vivian Perez to comment on the history and the future of the collaboration of the City, the Heritage Festival Committee and the Placentia Community Foundation.

Heritage Festival Committee Member Frank Perez reminded everyone that there are many tasks to be done in advance of the proposed event date and requested that a decision be made to accept the date.

Motion by Wanke, seconded by Yamaguchi, and carried a (5-0) vote to approve the event date, location, estimated net expenditure amount, and theme as recommended; keep the current event route; and continue the discussion of changes to the Committee structure to the Council Ad-Hoc Committee.

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

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Make appointments to fill the vacancies on the City Commissions and Committees; and
- 2) Direct Staff to continue the recruitment process for applicants to fill the balance of City Commissions and Committees vacancies and schedule interviews for consideration to fill said vacancies.

Mayor Green opened the discussion of appointments by requesting clarification on candidate Caron Berkley and was informed that the candidate is deployed with the National Guard and was unavailable for an interview but would be available in October 2017. Director of Administrative Services Pischel stated that Anthony Pirone is deployed and will return in October. The City doesn't have a date for Caron Berkley's return.

Mayor Green opened the nominations for the **Cultural Arts Commission** to fill two (2) vacancies: one expiring July 1, 2017 and one expiring July 1, 2018.

Wanke nominated, and Yamaguchi seconded, Beverly Womack to the Cultural Arts Commission for a term ending July 1, 2018. Shader nominated, and Wanke seconded, Kristina Muldoon to the Cultural Arts Commission for a term ending July 1, 2017.

Mayor Green closed the nominations. Motion by Yamaguchi, seconded by Wanke to approve the nominations.

AYES: Smith, Shader, Yamaguchi, Wanke, Green

NOES: None

Mayor Green opened the nominations for the **Economic Development Committee** to fill eight (8) vacancies for three-year terms and one (1) alternate vacancy for a two-year term.

Wanke nominated, and Yamaguchi seconded, Melanie Coward, Rosalina Davis, and Deniene Rivenburg to the Economic Development Committee for three-year terms.

Motion by Wanke, seconded by Smith to approve the nominations.

AYES: Smith, Shader, Yamaguchi, Wanke, Green

NOES: None

Shader nominated and Yamaguchi seconded Cristin Goldman, Weihua Yu, Blake Montero, Caron Berkley to the Economic Development Committee for three-year terms.

Yamaguchi left the dais at 9:15 p.m.

Motion by Shader, seconded by Smith to approve the nominations.

AYES: Smith, Shader, Green

NOES: Wanke

ABSENT FROM THE DAIS: Yamaguchi

There was consensus to continue the final appointments to the Economic Development Committee and to request that Staff continue to seek applicants. Mayor Green closed the nominations.

Mayor Green opened the nominations for the **Financial Audit Oversight Committee** to fill two (2) vacancies for three-year terms and one (1) vacancy filling an un-expired term ending July 1, 2018.

Yamaguchi returned to the dais at 9:19 p.m.

Wanke nominated, and Shader seconded, Deniene Rivenburg and Cristin Goldman to the Financial Audit Oversight Committee for three-year terms.

Motion by Wanke, seconded by Shader to approve the nominations.

AYES: Smith, Shader, Yamaguchi, Wanke, Green

NOES: None

Motion by Yamaguchi, seconded by Wanke, to continue the appointment to fill the unexpired term and to seek more applicants.

AYES: Shader, Yamaguchi, Wanke, Green

NOES: Smith

Mayor Green opened the nominations for the **Heritage Committee** to fill two (2) vacancies for non-expiring terms.

Wanke nominated, and Yamaguchi seconded, Kenny Binnings and Paul Petty to the Heritage Committee for non-expiring terms and to approve the nominations.

Mayor Green closed the nominations and called for a vote to approve Kenny Binnings and Paul Petty.

AYES: Smith, Shader, Yamaguchi, Wanke, Green
NOES: None

Mayor Green opened the nominations for the **Planning Commission** to fill two (2) vacancies for four-year terms.

Wanke nominated, and Green seconded, Claudia Keller and Heather Francine; Smith nominated Blake Montero to the Planning Commission for four-year terms. City Attorney Bettenhausen offered a suggestion on rules of order and Mayor Green closed the nominations and called for a voice vote on Heather Francine.

AYES: Smith, Shader, Yamaguchi, Wanke, Green
NOES: None

Mayor Green called for a voice vote on Claudia Keller.

AYES: Smith, Shader, Yamaguchi, Wanke, Green
NOES: None

Mayor Green closed the nominations.

Mayor Green opened the nominations for the **Recreation and Parks Commission** to fill one (1) vacancy for a four-year term.

Yamaguchi nominated, and Smith seconded, Ira Newman to the Recreation and Parks Commission for a four-year term. Mayor Green called for a voice vote on Ira Newman.

AYES: Smith, Shader, Yamaguchi, Wanke, Green
NOES: None

Shader stated the desire to expand the number of members on the Recreation and Parks Commission, and to appoint a seventh candidate. Shader nominated Russell Narahara. City Attorney Bettenhausen stated that changing the number of members would require that a resolution be prepared and brought back to Council. There was discussion and Shader moved to appoint Kenny Binnings and Russell Narahara to the Recreation and Parks Commission for four-year terms pending approval by Council of a resolution expanding the Commission to nine members at the Regular Council meeting on March 7, 2017. Mayor Green called for a voice vote on the motion.

AYES: Smith, Shader, Yamaguchi, Wanke, Green
NOES: None

Mayor Green left the dais at 9:26 p.m.

Mayor Pro Tem Wanke opened the nominations for the **Senior Advisory Committee** to fill two (2) vacancies for non-expiring terms and nominated Virginia Martinez and Claudia Keller. Seconded by Yamaguchi. Wanke closed the nominations and called for a voice vote on Virginia Martinez and Claudia Keller.

AYES: Smith, Shader, Yamaguchi, Wanke
NOES: None
ABSENT FROM THE DAIS: Green

Mayor Pro Tem Wanke opened the nominations for the **Traffic Safety Commission** to fill one (1) vacancy for a four-year term and nominated Robert Gorman with a second by Smith. Wanke closed the nominations and called for a voice vote on Robert Gorman.

AYES: Smith, Shader, Yamaguchi, Wanke
NOES: None
ABSENT FROM THE DAIS: Green

Mayor Pro Tem Wanke opened the nominations for the **Veterans Advisory Committee** to fill three (3) vacancies for non-expiring terms and nominated Anthony Pirone, Neel Schmitt, and Saira Zimmerman with a second by Smith. Wanke closed the nominations and called for a voice vote on Anthony Pirone, Neel Schmitt, and Saira Zimmerman. Shader questioned the

availability of Anthony Pirone, who is currently deployed with the National Guard, and was assured that it did not interfere with his appointment.

AYES: Smith, Shader, Yamaguchi, Wanke

NOES: None

ABSENT FROM THE DAIS: Green

Mayor Green returned to the dais at 9:27 p.m.

3.e. Mid-Year Budget Review for Fiscal Year 2016-17

Fiscal Impact: See Exhibit A-Attached

Recommended Action: It is recommended that the City Council:

- 1) Receive and file the Fiscal Year 2016-17 Mid-Year budget report; and
- 2) Approve Budget Resolution R-2017-09, A Resolution of the City Council of the City of Placentia Authorizing the Mid-Year Amendment to the Fiscal Year 2016-17 Budget; and
- 3) Approve the amendments to the Personnel Allocation Plan and Compensation Plan/Salary schedule.

City Administrator Arrula gave a brief overview of the Mid-Year Budget Review and introduced Senior Financial Consultant Irwin Bornstein to give a presentation which included a General Fund summary, General Fund revenue highlights, General Fund expenditure highlights, other fund highlights, mid-year personnel adjustments, and key conclusions.

In response to Councilmembers' questions and comments, City Administrator Arrula provided more detail on the personnel cost adjustments including part-time staff and Police Cadets; lifeguards and extended pool hours; and the Bi-Tech Public Systems financial software update.

Motion by Yamaguchi, seconded by Wanke, and carried a (5-0) vote to approve Item 3.e. as recommended.

CITY COUNCIL/BOARD MEMBERS REQUESTS:

Councilmember Yamaguchi requested an update on the City of Placentia App, an invitation to Miss Placentia and her court to be recognized at a Council meeting, and an update on the communications with the Post Office regarding the Rosecrest mailbox vandalism.

Mayor Green sent condolences on behalf of the City to the City of Whittier Police Department on the loss of Officer Keith Boyer and the wounding of a second officer.

ADJOURNMENT:

The City Council/Successor Agency/ICDA Agency Board of Directors adjourned at 9:56 p.m. to Tuesday, March 7, 2017 at 5:30 p.m.

In Memory of

Mary Janet Hicks, mother of OCFA Board Chairperson Beth Swift

And

Officer Keith Boyer, Whittier Police Officer killed in the line of duty

Craig S. Green, Mayor/Agency Chair

ATTEST:

Patrick J. Melia, City Clerk/Agency Secretary

DRAFT

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING MINUTES
March 7, 2017
5:30 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER: Mayor Green called the meeting to order at 5:00 p.m.

ROLL CALL:

PRESENT: Councilmember/Board Member Shader, Yamaguchi, Smith, Wanke, Green
ABSENT: None

ORAL COMMUNICATIONS: None

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

CITY COUNCIL:

1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Pursuant to Government Code Section 54957(b)(1):
Title: City Administrator

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

CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION
Number of Cases: 4

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

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Name of Case: Malone v City of Placentia, Case Number: 8:16-cv-01420-DFM

4. Pursuant to Government Code Section 54957.6

CONFERENCE WITH LABOR NEGOTIATOR

Agency Designated Representatives: Damien R. Arrula, City Administrator
Steve Pischel, Director of Administrative Services
Employee Organizations: Placentia City Employees Association (PCEA), Placentia Police Officers Association (PPOA), Placentia Police Management Association (PPMA), and Unrepresented Employees

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

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

ROLL CALL:

PRESENT: Councilmember/Board Member Shader, Smith, Yamaguchi, Wanke, Green
ABSENT: None

STAFF PRESENT: City Administrator/Executive Director Damien R. Arrula; City Attorney/Authority Counsel Christian L. Bettenhausen; Director of Administrative Services Steve Pischel; Senior Financial Consultant Irwin Bornstein; Chief of Police Darin Lenyi; Director of Development Services Joe Lambert; Community Services Director Sandra Gonzalez; Director of

Public Works Luis Estevez; Economic Development Manager Jeanette Ortega; Chief Deputy City Clerk Rosanna Ramirez

INVOCATION: Police Chaplain Sterling Bennett

PLEDGE OF ALLEGIANCE:

PRESENTATIONS:

- a. **Presentation of Championship Medals**
Recipient: Placentia's Youth Basketball Teams
Presenters: Mayor Green and City Administrator Arrula

CLOSED SESSION REPORT:

City Attorney/Agency Counsel Bettenhausen reported the Council/Agency met in closed session to discuss four items; there was discussion and direction given on Items 2, 3, and 4; Item 1 was continued to a reconvened Closed Session after the Regular Session; and there was nothing further to report.

CITY ADMINISTRATOR REPORT:

City Administrator Arrula announced the Placentia Chamber of Commerce will host Mayor Craig Green's State of the City Address on Thursday, March 23, 2017, at 11:15 a.m. at the Alta Vista Country Club, 777 E. Alta Vista St. and for more information or to purchase tickets for this event, please contact the Placentia Chamber of Commerce at (714) 528-1873 or visit www.placentiachamber.com. He noted that Saturday, April 8th, the Placentia Library District, the Placentia Library Friends Foundation, the Placentia Rotary Club, the Kiwanis Club of Placentia, and the Placentia Round Table Women's Club will be hosting an Easter Eggcitement and Spring Carnival and for more information, please call (714) 528-1906 at extension 212. He stated that Love Placentia Service Day is scheduled for Saturday, April 29, 2017 and for more information or to sign up to volunteer, please visit www.loveplacentia.com.

ORAL COMMUNICATIONS:

Deborah Ashby of the South Coast Air Quality Management District introduced herself and offered herself as a resource and point of contact to the Council and the City.

Placentia Historical Committee Member Wendy Elliot and Michelle Neads of the Placentia Library District noted that Share Day will be observed on April 1 and 2, 2017 and requested photos of Placentia sports teams, Police Officers and Canine Officers, and written recollections of living, working, and playing in Placentia.

Faith Schweigart, representing international organization *Up With People*, announced a benefit concert for the Children's Hospital of Orange County on March 25th at 7:00 p.m. at Cook Auditorium at Anaheim High School.

CITY COUNCIL/BOARD MEMBER COMMENTS:

Councilmember Smith reported that he attended a City Council Special Meeting at the City of Brea celebrating Brea's Centennial; a Metropolitan Water District tour of the State Water projects; a Placentia Historical Committee meeting; the Placentia Library Friends Foundation Authors' Luncheon; a *Get Healthy Placentia* stakeholders meeting; and an OC United Way meeting regarding homelessness.

Councilmember Shader noted that she attended Brea Centennial celebration and visited the City of Placentia Public Works Yard.

Mayor Pro Tem Wanke offered condolences to the family of Joe Lambert on the passing of his father; congratulated the Youth Basketball winners recognized earlier; and stated that he had attended the Orange County Sanitation District Steering Committee and Board Meeting.

Mayor Green congratulated Brea on their Centennial celebration and announced that he and the other Councilmembers are available to residents by phone, email, or appointment.

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

Motion by Wanke, seconded by Yamaguchi, and carried a (5-0) vote to approve Consent Calendar Items 1.a. through 1.e. as recommended.

- 1.a. **Consideration to Waive Reading in Full of all Ordinances and Resolutions**
Fiscal Impact: None
Recommended Action: Approve.
(Approved 5-0, as recommended)

- 1.b. **City Fiscal Year 2016-17 Register for March 7, 2017**
Check Register
Fiscal Impact: \$733,006.06
(Received and filed)

Electronic Disbursement Register
Fiscal Impact: \$517,339.52
Recommended Action: It is recommended that the City Council:
1) Receive and file.
(Approved 5-0, as recommended)

- 1.c. **Acceptance of a Deed of Easement and Right-of-Way from Martha M. Walswick and Leo G. Schaner for Street and Public Utilities Purposes Located at 334 Morse Avenue**
Fiscal Impact: None
Recommended Action: It is recommended that the City Council:
1) Accept one (1) Deed of Easement and Right-of-Way for public improvements; and
2) Authorize the City Clerk to sign the Certificate of Acceptance for an Easement Deed on behalf of the City; and
3) Direct the City Clerk to endorse a public improvement Easement Deed which embodies the acceptance of said easement, and record the document with the Orange County Clerk Recorder's Office.
(Approved 5-0, as recommended)

- 1.d. **Summary Vacation and Disposition of Former Bradford Avenue and Acquisition of 1,485 Square Feet of Property from an Existing Water Well Site Being Acquired from the Golden State Water Company**
Fiscal Impact: None
Recommended Action: It is recommended that the City Council:
1) Adopt Resolution No. 2017-10, a Resolution of the City Council of the City of Placentia, County of Orange, State of California, to summarily vacate former Bradford Avenue generally located to the east of a parcel owned by Golden State Water Company; and
2) Authorize the Mayor to sign the Summary Vacation on behalf of the City; and
3) Direct the City Clerk to record the Summary Vacation with the Orange County Clerk Recorder's Office.
(Approved 5-0, as recommended)

- 1.e. **Amendment No. 1 to Professional Services Agreement with Merchants Landscape Services, Inc. for Landscape Maintenance Services**
Fiscal Impact: Expense: \$27,012.89
Budgeted: \$27,012.89
Recommended Action: It is recommended that the City Council:
1) Approve Amendment No. 1 to Professional Services Agreement with Merchants Landscape Services, Inc., increasing the annual compensation by \$27,012.89; and

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

(Approved 5-0, as recommended)

2. PUBLIC HEARING:

2.a. Consideration of Proposed Programs and Activities to be Submitted to the County of Orange for Community Development Block Grant (CDBG) Funding for Fiscal Year 2017-18

Fiscal Impact: CDBG Funds in the amount of \$420,000 for Fiscal Year 2017-18

Recommended Action: It is recommended that the City Council:

- 1) Open the Public Hearing to consider proposed programs and activities for the Community Development Block Grant Funding for Fiscal Year 2017-18; and
- 2) Receive the staff report and consider all public testimony; and
- 3) Close the Public Hearing; and
- 4) Authorize the City Administrator to submit an application to the County of Orange to receive Community Development Block Grant Funds to support public service programs, public facilities improvements, housing needs and administrative expenses in the amount of \$420,000 for Fiscal Year 2017-18.

(Approved 5-0, as recommended)

Mayor Green opened the public hearing at 7:27 p.m.

City Administrator Arrula introduced Economic Development Manager Jeannette Ortega to give a brief presentation of the staff report.

Mayor Green closed the public hearing at 7:31 p.m.

Motion by Wanke, seconded by Smith and carried a (5-0) vote to approve Item 2.a. as recommended.

3. REGULAR AGENDA:

3.a. Policy Discussion and Review of a Draft Ordinance to Repeal Chapter 8.28 of Title 8 of the City of Placentia Municipal Code and Replace it with a New Chapter 8.28 to Prohibit Smoking of Tobacco Products and Marijuana in all City Facilities including the Civic Center Complex, City Parks and Public Facilities

Fiscal Impact: No fiscal impacts are anticipated with the passage or review of this ordinance.

Recommended Action: It is recommended that the City Council:

- 1) Receive the Staff Report and review the proposed draft ordinance; and
- 2) Ask any questions of Staff; and
- 3) Seek public comments concerning the proposed ordinance; and
- 4) Provide direction to staff as appropriate for preparation of a final draft ordinance to be considered by City Council at a future meeting.

City Administrator Arrula noted that Council previously gave direction to Staff to bring back a draft ordinance and policy discussion as it relates to smoking in public places and mentioned that there was discussion regarding the City's lack of an ordinance relating to smoking in public places particularly with the advent of marijuana legislation that bans recreational marijuana smoking in public places. He stated that Staff worked with the City Attorney to prepare the proposed ordinance and is seeking Council direction as well as public comment. He introduced Director of Development Services Joe Lambert to give a brief presentation.

In response to Councilmembers' questions and comments, Director of Development Services Lambert clarified what would be considered public places; City Administrator Arrula provided more detail on the timeline for deploying signs throughout the City parks and facilities and the disposal of smoking related trash; City Attorney Bettenhausen clarified the requirements

regarding signs related to the enforcement of the ordinance. Director of Administrative Services Pischel and Director of Community Services Gonzalez spoke to the steps taken to notify the public, users of our facilities, and the Placentia Library District of the proposed ordinance.

There was discussion and direction was given.

CITY COUNCIL/BOARD MEMBERS REQUESTS:

Councilmember Yamaguchi requested an update on the City of Placentia mobile app.

ADJOURNMENT:

The City Council/Successor Agency/ICDA Agency Board of Directors adjourned to a resumed Closed Session at 7:57 p.m.

In Memory of

Lambert, father of Director of Development Services Joe Lambert

The City Council/Successor Agency/ICDA Agency Board of Directors resumed the Regular Meeting at 8:25 p.m.

RESUMED CLOSED SESSION REPORT:

City Attorney/Agency Counsel Bettenhausen reported the Council/Agency met in resumed closed session to discuss one item; there was discussion and direction given on Item 1 and there was nothing further to report

The City Council/Successor Agency/ICDA Agency Board of Directors adjourned at 8:39 p.m. to Tuesday, March 21, 2017 at 5:30 p.m.

Craig S. Green, Mayor/Agency Chair

ATTEST:

Patrick J. Melia, City Clerk/Agency Secretary

DRAFT

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING MINUTES
March 21, 2017
5:30 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER: Mayor Green called the meeting to order at 5:00 p.m.

ROLL CALL:

PRESENT: Councilmember/Board Member Shader, Yamaguchi, Smith, Wanke, Green
ABSENT: None

ORAL COMMUNICATIONS: None

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

CITY COUNCIL:

1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Pursuant to Government Code Section 54957(b)(1):
Title: City Administrator

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

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION/CLAIM

Name of Case: City of Placentia vs. AIG/National Union Fire Insurance Company of Pittsburgh, PA/AIG Claim No. 4119088845US

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

CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION

Number of Cases: 1

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

CONFERENCE WITH LEGAL COUNSEL – POTENTIAL LITIGATION

Significant exposure to litigation: (1 case)

5. Pursuant to Government Code Section 54957.6

CONFERENCE WITH LABOR NEGOTIATOR

City Designated Representatives: Damien R. Arrula, City Administrator
Steve Pischel, Director of Administrative Services

Employee Organizations: Placentia City Employees Association (PCEA), Placentia Police Officers Association (PPOA), Placentia Police Management Association (PPMA), and Unrepresented Employees

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

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

ROLL CALL:

PRESENT: Councilmember/Board Member Shader, Smith, Yamaguchi, Wanke, Green
ABSENT: None

STAFF PRESENT: City Administrator/Executive Director Damien R. Arrula; City Attorney/Authority Counsel Christian L. Bettenhausen; Director of Administrative Services Steve Pischel; Senior Financial Consultant Irwin Bornstein; Acting Chief of Police Eric Point; Director of Development Services Joe Lambert; Director of Community Services Sandra Gonzalez; Public Works and Community Services Management Analyst Yvette Rodriguez; Economic Development Manager Jeanette Ortega; Chief Deputy City Clerk Rosanna Ramirez

INVOCATION: Police Chaplain Sterling Bennett

PLEDGE OF ALLEGIANCE: Girl Scouts of Orange County (GSOC), Placentia Service Unit

PRESENTATIONS:

- a. **Recognition of 35 Year Anniversary of Placentia Police Department Explorer Post**
Recipient: Police Officer Jose Flores
Presenters: Mayor Green and City Administrator Arrula

- b. **Recognition of Explorer De Leon for Outstanding Achievement in the 2017 Winter Explorer Academy**
Recipient: Darleene De Leon
Presenters: Mayor Green and City Administrator Arrula

CLOSED SESSION REPORT:

City Attorney/Agency Counsel Bettenhausen reported the Council/Agency met in closed session to discuss five items; there was discussion and direction given on Items 1 through 4; Item 5 was not discussed. Motion by Wanke, seconded by Yamaguchi, and carried a (5-0) vote to approve initiation of litigation on an item that will be disclosed at a later date and there was nothing further to report.

CITY ADMINISTRATOR REPORT:

City Administrator Arrula noted that Saturday, April 8th, the Placentia Library District, the Placentia Library Friends Foundation, the Placentia Rotary Club, the Kiwanis Club of Placentia, and the Placentia Round Table Women's Club will be hosting an Easter Eggcitement and Spring Carnival and for more information, please call (714) 528-1906 at extension 212. He announced that Love Placentia Service Day is scheduled for Saturday, April 29, 2017 and for more information or to sign up to volunteer, please visit www.loveplacentia.com.

ORAL COMMUNICATIONS:

Placentia resident Brian Cox addressed what he identified as unsafe cycling conditions on Kraemer Boulevard between Chapman Avenue and Orangethorpe Avenue.

Barbara Styke, Placentia resident, reported overgrown landscaping and standing water along Kraemer Boulevard and Alta Vista Drive.

CITY COUNCIL/BOARD MEMBER COMMENTS:

Councilmember Smith reported that he attended a Heritage Festival Committee planning meeting, a Love Placentia coordination meeting, the Santa Fe Merchants Association meeting, a Neighborhood Watch meeting, a fund-raising gala for LOT318, and a Placentia Community Collaborative meeting.

Councilmember Shader encouraged residents to sign up for Love Placentia and expressed gratitude to Principal Davis and El Dorado students and staff for allowing her to serve as "Principal of the Day." She also thanked the public for input on the proposed smoking ban in Placentia public places that was introduced at the previous Council meeting.

Councilmember Yamaguchi thanked Mr. Cox for his comments regarding Kraemer Boulevard during Oral Communications and recommended that the City consider Mr. Cox's

recommendations. He also reported that he participated in the Association of California Cities Orange County (ACCOC) advocacy trip to Sacramento.

Mayor Pro Tem Wanke stated that he represented the 4th District for Orange County at the Orange County Waste Management Commission, attended an Orange County Sanitation District Administration Committee meeting, a banking/RFP meeting at City Hall, and a baptism at St. Joseph's Church. He noted that the City of Placentia was not the lead agency on the Kraemer/Crowther underpass and stated his strong support of safe bike lanes.

Mayor Green encouraged residents to sign up for Love Placentia; noted that he attended an Orange County Vector Control meeting, enjoyed his stint as "Principal of the Day" at Tuffree Middle School, and gave an update on the status of the Mike Nguyen investigation and prosecution. He strongly recommended the Police and Fire Explorers for young Placentia residents.

City Attorney Bettenhausen stated that regarding the Mike Nguyen prosecution, there was also a Restitution Order issued by the Court and that the two additional persons involved in the embezzlement were not City employees.

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

Councilmember Shader pulled Item 1.g. for further discussion. Motion by Yamaguchi, seconded by Wanke, and carried a (5-0) vote to approve the remaining Consent Calendar Items 1.a. through 1.f. as recommended.

- 1.a. **Consideration to Waive Reading in Full of all Ordinances and Resolutions**
Fiscal Impact: None
Recommended Action: Approve.
(Approved 5-0, as recommended)

- 1.b. **City Fiscal Year 2016-17 Register for March 21, 2017**
Check Register
Fiscal Impact: \$ 460,911.59
Electronic Disbursement Register
Fiscal Impact: \$ 470,686.80
Recommended Action: It is recommended that the City Council:
1) Receive and file.
(Received and filed)

- 1.c. **Expansion of Recreation and Parks Commission Membership from Seven (7) to Nine (9) Members**
Fiscal Impact: None
Recommended Action: It is recommended that the City Council:
1) Adopt Resolution No. 2017-12, A Resolution of the City Council of the City of Placentia, California establishing the number of Recreation and Parks Commissioners at nine (9) members.
(Approved 5-0, as recommended)

- 1.d. **Cooperative Agreement for the Malvern Avenue/Chapman Avenue Traffic Signal Synchronization Program**
Fiscal Impact: Expense: \$81,756
Revenue: \$90,000 AB2766 Subvention Funds
No General Fund Dollars will be used on this project.
Recommended Action: It is recommended that the City Council:
1) Approve Cooperative Agreement for the Malvern Avenue/Chapman Avenue Corridor Project Regional Traffic Signal Synchronization Program between the Cities of Fullerton, Buena Park and Placentia; and
2) Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.
(Approved 5-0, as recommended)

1.e. **Professional Services Agreement with Nelson/Nygaard Consulting Associates, Inc., for the Placentia Community-Based Circulator Study**

Fiscal Impact: Expense: \$49,930
Revenue: \$45,000 OCTA M2 Project V Grant
\$ 5,000 Fiscal Year 2016-17 Gas Tax

Recommended Action: It is recommended that the City Council:

- 1) Approve the Professional Services Agreement with Nelson/Nygaard Consulting Associates, Inc., for the Placentia Community Based Circulator Study in the amount of \$49,930; and
- 2) Authorize the City Administrator or his designee to execute all necessary documents, in a form approved by the City Attorney.

(Approved 5-0, as recommended)

1.f. **Designation of Individuals Authorized to Invest City Monies in the Local Agency Investment Fund**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. R-2017-11, A Resolution of the City Council of the City of Placentia, California, authorizing investment of monies in the Local Agency Investment Fund.

(Approved 5-0, as recommended)

1.g. **2016 Housing Element Annual Progress Report**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

Receive and file the 2016 Housing Element Annual Progress Report.

Councilmember Shader pulled Item 1.g. for further discussion. There was discussion and clarification was provided by City Administrator Arrula, Director of Development Services Lambert, and City Attorney Bettenhausen regarding this State-mandated requirement. Motion by Wanke, seconded by Yamaguchi, and carried a (5-0) vote to approve Item 1.g. as recommended.

2. PUBLIC HEARING: None

3. REGULAR AGENDA:

3.a. **January 2017 (Preliminary) Treasurer's Report**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Receive and file the January 2017 (Preliminary) Treasurer's Report.

City Treasurer Larson gave a summary of the Preliminary January 2017 Treasurer's Report. Motion by Wanke, seconded by Green and carried a (5-0) vote to approve the recommended action.

3.b. **Capital Improvement Program Mid-Year Budget Amendment for Fiscal Year 2016-17**

Fiscal Impact: See Exhibit A - Attached

Recommended Action: It is recommended that the City Council:

- 1) Approve Budget Resolution R-2017-13, A Resolution of the City Council of the City of Placentia authorizing the Mid-Year Amendment to the Fiscal Year 2016-17 Budget; and
- 2) Approve an amendment to the Seven Year Capital Improvement Program for Fiscal Years 2016-17 through 2022-23 to include the Orange County Transportation Authority (OCTA) Project V Community Circulator Study.

City Administrator Arrula introduced Senior Financial Consultant Irwin Bornstein to give a brief presentation. In response to Councilmembers' questions Senior Financial Consultant Bornstein gave more detail on a few budget items. Motion by Wanke, seconded by Green and carried a (5-0) vote to approve the recommended actions.

3.c. **Amendment No. 1 to City Administrator Employment Agreement**

Fiscal Impact: \$9,000/Year

Recommended Action: It is recommended that the City Council:

- 1) Consider approval of Amendment No. 1 to the City Administrator Employment Agreement; and
- 2) Authorize Mayor to execute the Amendment on behalf of the City, in a form approved by the City Attorney.

City Attorney Bettenhausen gave a brief presentation. Motion by Shader, seconded by Yamaguchi and carried a (5-0) vote to approve the recommended actions.

CITY COUNCIL/BOARD MEMBERS REQUESTS:

Councilmember Smith commented on the prosecution of Mr. Nguyen and congratulated all who have participated in the process and requested that Staff bring back to Council a report and review of the investigation. City Administrator Arrula stated that the investigation is still ongoing and limits what the City can share at this time.

Councilmember Shader requested to see a list of projects that the City plans to accomplish.

Councilmember Yamaguchi requested that the digital agenda packets have all pages rotated to portrait orientation, consideration be given to the bicycle lanes on the Kraemer Boulevard Improvement Project, and requested clarification on an item on the Tentative Agenda Forecast.

Mayor Pro Tem Wanke expressed appreciation for Officers Flores and Yamaguchi and their work with the Police Explorers and thanked City Administrator Arrula for the job he has done under difficult circumstances.

Mayor Green thanked the City's Police Department and OCFA for protecting the citizens of the City.

ADJOURNMENT:

The City Council/Successor Agency/ICDA Agency Board of Directors adjourned at 8:12 p.m. to Tuesday, April 4, 2017 at 5:30 p.m.

ATTEST:

Craig S. Green, Mayor/Agency Chair

Patrick J. Melia, City Clerk/Agency Secretary

DRAFT

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING MINUTES**

April 4, 2017

**5:30 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER: Mayor Green called the meeting to order at 5:00 p.m.

ROLL CALL:

PRESENT: Councilmember/Board Member Shader, Smith, Wanke, Green

ABSENT: Yamaguchi

ORAL COMMUNICATIONS: None

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

CITY COUNCIL:

1. Pursuant to Government Code Section 54956.9(d)(4):
CONFERENCE WITH LEGAL COUNSEL – POTENTIAL LITIGATION
Significant exposure to litigation: (4 cases)
2. Pursuant to Government Code Section 54956.9(d)(1):
CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Name of Case: Lamar Central Outdoor, LLC v. 567 Melrose Street, LLC et al., Case No. 30-2016-00879187-CU-OR-CXC
3. Pursuant to Government Code Section 54956.9(d)(1):
CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Name of Case: 567 Melrose Street, LLC vs City of Placentia, et al., Case No. 30-2017-00909817-CU-EI-CXC)
4. Pursuant to Government Code Section 54956.9(d)(4):
CONFERENCE WITH LEGAL COUNSEL – POTENTIAL LITIGATION
Significant exposure to litigation: (1 case)
5. Pursuant to Government Code Section 54956.8
CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Property: 238 South Bradford Avenue APN: 339-061-08, and
234 South Bradford Avenue APN: 339-061-07
Agency Negotiator: Damien R. Arrula, City Administrator
Negotiating Parties: Jose J. Zepeda and Linda Zepeda
Under Negotiations: Price and Terms of Payment
6. Pursuant to Government Code Section 54957.6
CONFERENCE WITH LABOR NEGOTIATOR
City Designated Representatives: Damien R. Arrula, City Administrator
Steve Pischel, Director of Administrative Services
Employee Organizations: Placentia City Employees Association (PCEA), Placentia Police Officers Association (PPOA), Placentia Police Management Association (PPMA), and Unrepresented Employees

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

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

ROLL CALL:

PRESENT: Councilmember/Board Member Shader, Smith, Wanke, Green

ABSENT: Yamaguchi

STAFF PRESENT: City Administrator/Executive Director Damien R. Arrula; City Attorney/Authority Counsel Christian L. Bettenhausen; Director of Administrative Services Steve Pischel; Interim Chief Financial Officer Shally Lin; Chief of Police Darin Lenyi; Director of Development Services Joe Lambert; Director of Community Services Sandra Gonzalez; Director of Public Works Luis Estevez; Economic Development Manager Jeanette Ortega; Chief Deputy City Clerk Rosanna Ramirez

INVOCATION: Police Chaplain Ciro Beltran

PLEDGE OF ALLEGIANCE: Orange County Fire Authority Battalion Chief Colton Ashby

PRESENTATIONS: None

CLOSED SESSION REPORT:

City Attorney/Agency Counsel Bettenhausen reported the Council/Agency met in closed session to discuss six items; there was discussion on each, direction was given by Council, and there was nothing further to report.

CITY ADMINISTRATOR REPORT:

City Administrator Arrula introduced a new Police Department team member: Police Officer Freddy Lemus. He announced that Saturday, April 8th, the Easter Eggcitement and Spring Carnival will be held at Kraemer Memorial Park from 9:00 a.m. to 1:00 p.m. for the whole family and for additional information, please call (714) 528-1906; the City is hosting its Annual Photography Contest sponsored by the Cultural Arts Commission open to Placentia residents only, entries must be submitted by 5:00 p.m. on Thursday, April 27th, and Entry forms and further information may be obtained by contacting the Community Services Department at (714) 993-8232 or by visiting www.placentia.org; and Love Placentia Service Day is scheduled for Saturday, April 29, 2017 and for more information or to sign up to volunteer, please visit www.loveplacentia.com.

ORAL COMMUNICATIONS:

Placentia resident Meredith Castillo expressed concern for what he sees as unsafe conditions in the area of Wagner Elementary School and at the corner of Bastanchury Road and Valencia Avenue, and encouraged City Council to pursue renewing the All-America City designation.

CITY COUNCIL/BOARD MEMBER COMMENTS:

Councilmember Smith stated that he attended a Placentia Police K-9 Foundation Board meeting and a Veterans Advisory Board meeting,

Councilmember Shader encouraged residents to visit LovePlacentia.com to sign up to volunteer; attended the Orange County Water District meeting; and after touring Republic Services reminded residents to sort their trash and recycle.

Mayor Pro Tem Wanke noted that he attended an Orange County Sanitation District meeting; the Mayor's State of the City; the City of La Habra State of the City; the banking/RFG subcommittee; and the California League of Cities Housing, Community, and Economic Development Policy Committee meeting to review proposed legislation.

Mayor Green announced that the Lakeview Avenue Overcrossing Project is nearly finished and in order to safely pave the overpass, Orangethorpe Avenue will be closed in both directions from 9:00 p.m. to 6:00 a.m. on April 6 and 7; he attended a Veterans Advisory Board meeting where

an expansion of the Veterans Monument was discussed; and he provided a tour of City Hall and the Police Department for a troop of Daisy Girl Scouts.

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

Councilmember Shader pulled Item 1.g. for further discussion. Motion by Shader, seconded by Wanke, and carried a (4-0-1, Yamaguchi absent) vote to approve the remaining Consent Calendar items as recommended.

- 1.a. **Consideration to Waive Reading in Full of all Ordinances and Resolutions**
Fiscal Impact: None
Recommended Action: Approve.
(Approved 4-0-1, Yamaguchi absent, as recommended)

- 1.b. **City Fiscal Year 2016-17 Register for April 4, 2017**
Check Register
Fiscal Impact: \$ 2,328,053.94
Electronic Disbursement Register
Fiscal Impact: \$ 737,776.32
Recommended Action: It is recommended that the City Council:
1) Receive and file.
(Received and filed)

- 1.c. **Acceptance of Construction Work and Notice of Completion for the Backs Community Center ADA Improvement Project (Project No. 2016-18)**
Fiscal Impact: Expense: \$300,401.00
Revenue: \$140,000.00 Community Development Block Grant Funds
\$150,000.00 Park in-lieu Funds
\$ 25,000.00 General Fund
Recommended Action: It is recommended that the City Council:
1) Accept the work performed by St. George Groupe, Inc. for construction of the Backs Community Center ADA Improvement Project in the total amount of \$213,711.00; and
2) Approve Contract Change Order No. 1 in the amount of \$19,261.00 and authorize the City Administrator to execute Change Order No. 1; and
3) Authorize the City Administrator to file a Notice of Completion with the Orange County Clerk Recorder's Office for the Project; and
4) Authorize the City Administrator to release retention funds in accordance with the terms of the contract.
(Approved 4-0-1, Yamaguchi absent, as recommended)

- 1.d. **Land Exchange Agreement with Golden State Water Company for the Placentia Metrolink Station Project**
Fiscal Impact: None
Recommended Action: It is recommended that the City Council:
1) Approve the Land Exchange Agreement and accompanying Grant Deed of Fee Conveyance, Utility and Ingress Egress Easement with the Golden State Water Company; and
2) Authorize the City Administrator to execute the agreement and the Grant Deed in forms approved by the City Attorney; and
3) Direct the City Clerk to record the Grand Deed of Fee Conveyance, Utility, and Ingress Egress Easement with the Orange County Clerk Recorder's Office.
(Approved 4-0-1, Yamaguchi absent, as recommended)

- 1.e. **Amendment to Professional Services Agreement with Irwin Bornstein**
Fiscal Impact: Expense: Not-to-Exceed Amount: \$84,000
Recommended Action: It is recommended that the City Council:
1) Approve Amendment No. 1 to the Professional Services Agreement with Irwin Bornstein for a total not-to-exceed amount of \$84,000; and

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

(Approved 4-0-1, Yamaguchi absent, as recommended)

1.f. **Amendment to Professional Services Agreement with MV Cheng & Associates, Inc.**

Fiscal Impact: Expense: Not-to-Exceed Amount: \$80,000

Recommended Action: It is recommended that the City Council:

- 1) Approve Amendment No. 1 Professional Services Agreement with MV Cheng & Associates, Inc. for a total not-to-exceed amount of \$80,000; and
- 2) Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

(Approved 4-0-1, Yamaguchi absent, as recommended)

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

Fiscal Impact: Fiscal Year 2016-17 \$ 66,610 (Estimated)

Fiscal Year 2017-18 \$246,419 (Estimated)

Fiscal Year 2018-19 \$323,583 (Estimated)

Recommended Action: It is recommended that the City Council:

- 1) Approve the proposed Memorandum of Understanding with the Placentia Police Officers Association as outlined in Exhibit 1; and
- 2) Approve Resolution, R-2017-14, A Resolution of the City Council of the City of Placentia, California, Authorizing a Budget Amendment in Fiscal Year 2016-17 in Compliance with the City Charter of the City of Placentia §§1206 and 1209 Pertaining to Appropriations for Actual Expenditures; and
- 3) Authorize the City Administrator, Director of Administrative Services, and Human Resources Manager to execute the document on behalf of the City, in a form approved by the City Attorney.

(Approved 4-0-1, Yamaguchi absent, as recommended)

Councilmember Shader pulled Item 1.g. in order to state that the City has been out of contract with the Police Officers Association since June 2016 and it has been four (4) years since the City did a market rate adjustment for Police Officers; the proposed MOU is for two (2) years, it contains creative increases for new Officers, and sends the message that the City's Officers are important and valued and the City wishes to retain them. Motion by Shader, seconded by Wanke, and carried a (4-0-1, Yamaguchi absent) vote to approve the Consent Calendar Item 1.g. as recommended.

1.h. **Agreement for Grant Writing and Advocacy Services with Townsend Public Affairs, Inc.**

Fiscal Impact: Expense: \$60,000/Year

Recommended Action: It is recommended that the City Council:

- 1) Approve Professional Services Agreement with Townsend Public Affairs, Inc. for Grant Writing and Legislative Advocacy Services; and
- 2) Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

(Approved 4-0-1, Yamaguchi absent, as recommended)

2. PUBLIC HEARING:

2.a. **General Plan Amendment 2017-01 and Zone Change 2017-01 to establish the Packing House Transit Oriented Development District**

Fiscal Impact: Potential for up to \$1.5 million in annual sustainable revenue and \$15 million in one-time revenue including development impact fees. Infrastructure costs associated with TOD District will be funded by impact fees and annual assessments. No General Fund dollars will be utilized for the proposed District.

Recommended Action: It is recommended that the City Council:

- 1) Open the Public Hearing concerning General Plan Amendment 2017-01 and Zone Change 2017-01; and

- 2) Receive the Staff Report and consider all Public Testimony; and
- 3) Close the Public Hearing; and
- 4) Adopt Resolution No. 2017-XX, A Resolution of the City Council of the City of Placentia, California, adopting a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the project in accordance with the California Environmental Quality Act (CEQA) (Public Resources Code §§ 21000-21177) and pursuant to §15063 of Title 14 of the California Code of Regulations (CCR); and adopting General Plan Amendment 2017-01 to change the current land use designation from Industrial to Transit Oriented Development (TOD) for the project area; and adopting Public Realm Design Standards with related street and public improvement standards; and adopting a Streetscape Master Plan; and
- 5) Waive full reading, by title only, and introduce for first reading Ordinance No. O-2017-XX, An Ordinance of the City Council of the City of Placentia, California, Approving Zone Change 2017-01, establishing a new zoning district and development standards for the "Transit Oriented Development (TOD)" District for the approximately 28 acre project area.

Mayor Green opened the public hearing at 7:20 p.m.

City Administrator Arrula introduced Director of Development Services Lambert and Director of Public Works Estevez to give a presentation which included background, setting the stage for TOD, a plan for two distinct destinations with Metrolink as the hub, new Metrolink station and 253 space parking structure, what is Transit Oriented Development, how does TOD really work, examples of TOD and high density, TOD history and plan features moving forward, Placentia TOD zoning text amendment, purpose and intent, highlights, existing conditions, TOD parking, existing vs. proposed development, existing vs. proposed land uses, existing vs. proposed development standards, what happens to existing uses after TOD adoption, proposed development, public realm standards, Crowther Avenue, funding and future maintenance, Kosmont's study on economic development analysis on the TOD, community input, and next steps.

Fullerton Transportation Commission Chair Elizabeth Hansburg spoke in support of the TOD project.

Derek Kirk, North Orange County Chamber of Commerce Director of Community and Government Relations, expressed the Chamber's support of the project.

Placentia Resident Ronald Molendyk spoke in support of the Downtown revitalization

Thomas Jirovsky Senior Consultant from Kosmont Companies and Mark Miller of Albert Grover and Associates answered Councilmembers' questions regarding anticipated job creation, traffic studies, and pedestrian safety.

Councilmember Shader requested an amendment regarding on street parking on Crowther Avenue east of Melrose. Motion by Shader, to approve Recommendations 1 through 5 with an amendment to Recommendation 4 to amend the Streetscape Master Plan as to the median. There was discussion and Mayor Pro Tem Wanke requested that the motion be amended to include his comments regarding crosswalks, bump outs, and pavers.

Mayor Green closed the public hearing at 8:08 p.m.

City Attorney Bettenhausen recommended separate motions for the amendments to Recommendation 4 (Resolution R-2017-XX) and for Recommendation 5 (introduction of Ordinance O-2017-XX).

Motion by Shader, seconded by Wanke, and carried a (4-1, Yamaguchi absent) vote to approve Item 2.a. Recommendation 4 as amended.

Motion by Wanke, seconded by Shader, and carried a (4-1, Yamaguchi absent) vote to approve Item 2.a. Recommendation 5 as recommended.

City Administrator Arrula and Council thanked Staff, team members, and residents who contributed to this project.

3. REGULAR AGENDA:

3.a. February 2017 (Preliminary) Treasurer's Report

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Receive and file the February 2017 (Preliminary) Treasurer's Report.
(Received and filed)

City Treasurer Larson gave a summary of the Preliminary February 2017 Treasurer's Report. Motion by Wanke, seconded by Shader and carried a (4-1, Yamaguchi absent) vote to approve the recommended action.

3.b. CalPERS Required Changes to Approved Unrepresented Mid-Management and Management Salary Schedules for Fiscal Years 2013-2014, 2014-2015, 2015-2016, and 2016-17

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Approve the revised Unrepresented Mid-Management and Management Employee Salary Schedules for Fiscal Years 2013-2014, 2014-2015, 2015-2016, and 2016-17.

(Approved 4-0-1, Yamaguchi absent, as recommended)

Director of Development Services Pischel gave a brief presentation. Motion by Wanke, seconded by Smith and carried a (4-1, Yamaguchi absent) vote to approve the recommended action.

3.c. Residential Parkway Tree and Sidewalk Maintenance Policies

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Receive and file the background information provided on the City's policies concerning residential parkway trees and sidewalk maintenance; and
- 2) Direct Staff on whether to change any said policies or ordinances accordingly.

(Received and filed)

Director of Public Works Estevez gave a brief presentation and sought policy guidance. The presentation included background, past practices, recent practices, maintenance/repair costs and funding sources, consideration of operations plan moving forward, consideration of policy options, and Staff recommendations. There was discussion and Director of Public Works Estevez answered Councilmembers' questions. Policy direction was given.

Motion by Wanke, seconded by Shader and carried a (4-1, Yamaguchi absent) vote for the City to assume responsibility for maintenance and replacement of all residential parkway trees and sidewalks.

CITY COUNCIL/BOARD MEMBERS REQUESTS:

Councilmember Shader expressed appreciation for the Ad-Hoc Committee formed prior to her assuming office for the purpose of interviewing banks.

Mayor Pro Tem Wanke requested that Staff address the absence of the American flags that were previously displayed on Kraemer Boulevard and suggested that Council take a formal position on "evergreen" contracts for the City.

Mayor Green requested a flag be flown continuously at the Veterans Memorial and expressed his positive feelings regarding the State of the City.

ADJOURNMENT:

The City Council/Successor Agency/ICDA Agency Board of Directors adjourned in memory of Donna Bass, Placentia resident and long-time Historical Committee Member, at 8:41 p.m. to Tuesday, April 18, 2017 at 5:30 p.m.

Craig S. Green, Mayor/Agency Chair

ATTEST:

Patrick J. Melia, City Clerk/Agency Secretary

DRAFT

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
SPECIAL MEETING MINUTES
STUDY SESSION FOR THE OLD TOWN REVITALIZATION
April 10, 2017
6:00 p.m. – Backs Community Building Main Room
201 N. Bradford Avenue, Placentia, CA**

CALL TO ORDER: Mayor Green called the meeting to order at 5:00 p.m.

ROLL CALL:

PRESENT: Councilmember/Board Member Shader, Smith, Yamaguchi, Green

ABSENT: Wanke

ORAL COMMUNICATIONS: None

Study Session:

1.a. Old Town Placentia (Old Town) District Revitalization Plan, Development Standards and Streetscape Master Plan (Study Session 2 of 2)

Fiscal Impact: No Fiscal Impacts are associated with this study session. Potential significant economic benefit to the local Placentia economy, including jobs, public & private investment, and annual/one-time revenue

Recommended Action: It is recommended that the City Council:

- 1) Receive and file the report and presentation; and
- 2) Solicit public comment regarding the proposed Draft Old Town District Revitalization Plan and Development Standards, Public Realm Design Standards, and supporting documentation; and
- 3) Provide direction to Staff, as appropriate, regarding all of the Old Town Plan documents; and
- 4) Direct Staff to conduct a public hearing before the Planning Commission.

City Administrator Arrula gave a brief overview of the staff report and introduced Director of Development Services Lambert and Director of Public Works Estevez who gave a joint presentation which included background, purpose and intent, community outreach, a summary of public comments, the plan boundary, map and proximity, the Metrolink station and parking structure schedule, current conditions, creating a pedestrian friendly and active environment, development standards purpose and intent, current zoning, proposed zoning, proposed development standards, architectural styles, proposed parking standards, what happens to existing uses, public realm, complete streets concept, streetscape/landscape, traffic circulation, proposed traffic improvement measures, existing conditions, Option #1 Santa Fe West (one way), Option #2 Santa Fe Street Closure, Option #3 Santa Fe One Way East, Option #1 Santa Fe (One Way) Preferred Option, draft streetscape master plan, preserving historic fabric, adaptive reuse, signage (wayfinding), branding and ident, community events and programming, funding and maintenance, Kosmont's Gross Fiscal Impact and Economic Benefit Analysis, and next steps.

Director of Public Works Estevez

Director of Development Services Lambert recognized Assistant City Attorney Yolanda Summerhill, Dave Roseburg of Albert Grover and Associates, Tom Gyrovski of Kosmont

Companies, Jennifer Davis of Lilly Planning Group, and Nuvis Landscaping for their assistance in preparing the revitalization plan.

City Clerk Melia read two (2) public comments received in advance of the meeting into the record.

Mayor Green invited public comment.

Arturo Sandoval, Old Town Placentia resident, spoke in favor of the project but against rezoning.

Placentia resident Marylou McClellan requested more information regarding parking in the renovation plan.

Jose Sandoval, Old Town Placentia property owner, spoke against the revitalization plan.

Placentia resident Kevin Kirwin spoke in opposition to the plan and expressed concern about parking standards.

Andres Impalo, Placentia resident, expressed concern about traffic and problems with egress from the neighborhood of Santa Fe Court.

City Administrator Arrula and Director of Development Services Lambert answered Councilmembers' questions. There was discussion and direction was given to proceed with the Old Town Revitalization Plan, Old Town zone change, and General Plan Amendment.

CITY COUNCIL/BOARD MEMBERS REQUESTS: None

ADJOURNMENT:

The City Council/Successor Agency/ICDA Agency Board of Directors adjourned at 8:26 p.m. to its Regular Meeting on Tuesday, April 18, 2017, 5:30 p.m.

ATTEST:

Craig S. Green, Mayor/Agency Chair

Patrick J. Melia, City Clerk/Agency Secretary

DRAFT

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING MINUTES**

April 18, 2017

**5:30 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER: Mayor Green called the meeting to order at 5:00 p.m.

ROLL CALL:

PRESENT: Councilmember/Board Member Shader, Smith, Wanke, Green

ABSENT: Yamaguchi

ORAL COMMUNICATIONS: None

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

CITY COUNCIL:

1. Pursuant to Government Code Section 54956.9(d)(4):
CONFERENCE WITH LEGAL COUNSEL – POTENTIAL LITIGATION
Significant exposure to litigation: (3 cases)
2. Pursuant to Government Code Section 54957.6
CONFERENCE WITH LABOR NEGOTIATOR
City Designated Representatives: Damien R. Arrula, City Administrator
Steve Pischel, Director of Administrative Services
Employee Organizations: Placentia City Employees Association (PCEA), Placentia Police Management Association (PPMA), and Unrepresented Employees

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

CALL TO ORDER: Mayor Green called the meeting to order at 7:01 p.m.

ROLL CALL:

PRESENT: Councilmember/Board Member Shader, Smith, Yamaguchi, Wanke, Green

ABSENT: None

STAFF PRESENT: City Administrator/Executive Director Damien R. Arrula; City Attorney/Authority Counsel Christian L. Bettenhausen; Director of Administrative Services Steve Pischel; Interim Chief Financial Officer Shally Lin; Chief of Police Darin Lenyi; Director of Development Services Joe Lambert; Director of Public Works Luis Estevez; Chief Deputy City Clerk Rosanna Ramirez

INVOCATION: Councilmember Yamaguchi

PLEDGE OF ALLEGIANCE: Boy Scout Troop 723 Honor Guard

PRESENTATIONS:

a. **Presentation to the 2017 CIF Southern California Division 3 Regional Boys Soccer Champions**

Recipient: El Dorado High School Varsity Boys Soccer Team

Presenters: Mayor Green and City Administrator Arrula

CLOSED SESSION REPORT:

City Attorney/Agency Counsel Bettenhausen reported the Council/Agency met in closed session to discuss four (4) items; there was discussion and direction was given by Council on each; and there was a Motion by Green, seconded by Smith, and carried a (4-0-1, Yamaguchi absent) vote to initiate litigation on one (1) case which will be reported later.

CITY ADMINISTRATOR REPORT:

City Administrator Arrula introduced new Police Department Dispatcher Carol Crisostomo and recognized the Del Norte Garden Club of North Orange County and their volunteer efforts to promote the betterment and beautification of our City.

Mayor Green presented certificates to Del Norte Garden Club representatives Eleanor Barbour, Diana Moriarity, Julie Astle, and Pat Porter.

City Administrator Arrula announced that the City of Placentia and the Placentia Police Department invite you to participate in a free shredding and e-waste disposal event on Saturday, April 22, 2017 from 8:00 to 11:00 am at the Placentia Civic Center, 401 E. Chapman Avenue and for further information, please call (714) 993-8189; and Love Placentia Service Day is scheduled for Saturday, April 29, 2017 and for more information or to sign up to volunteer, please visit www.loveplacentia.com.

ORAL COMMUNICATIONS:

MJ Norr, Founder of The Parents' Voice USA, issued an invitation to an event featuring California State Fullerton teacher and Nobel Prize Nominee Dr. Joshua Smith on May 18, 2017 in Fullerton.

Mr. Pike expressed concern regarding the condition of sidewalks, curb ramps, and overgrown shrubbery in Placentia.

State Senator Josh Newman gave an update of current and future legislation that he is involved with and introduced members of his staff.

CITY COUNCIL/BOARD MEMBER COMMENTS:

Councilmember Smith stated that he attended an inspection tour of the Colorado River Aqueduct Project and facilities, a Santa Fe Merchants Association meeting, a Heritage Festival Committee meeting, a meeting of the Placentia Community Collaborative, and a couple of Neighborhood Watch meetings. He encouraged residents to contact him at wsmith@placentia.org if they are interested in Neighborhood Watch.

Councilmember Shader thanked the Placentia Rotary Club and the Community Services Department Staff for the successful Easter Egg excitement event, thanked those who attended the Old Town Workshop on April 10 for their valuable feedback, and encouraged resident to attend the Love Placentia Service Event on April 29, 2017.

Councilmember Yamaguchi congratulated the El Dorado High School Soccer team for their CIF Championship, and recognized Eagle Scout Dylan Gardner for his achievements, and announced the Annual California State Fullerton Special Olympic Games on Friday, April 21, 2017.

Mayor Green mentioned that he attended a Community Emergency Response Team (CERT) graduation, met with an Eagle Scout prospect to discuss possible service projects, toured the Placentia fire stations with Buena Park Mayor and OCFA Board Chair Beth Swift, gave a presentation to the YMCA Y's Men on development in Placentia, and attended the Regional Mayors Summit in the City of Industry.

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

Mayor Pro Tem Wanke pulled Item 1.g. for further discussion. Motion by Yamaguchi, seconded by Wanke, and carried a (5-0) vote to approve the remaining Consent Calendar items as recommended.

- 1.a. **Consideration to Waive Reading in Full of all Ordinances and Resolutions**
Fiscal Impact: None
Recommended Action: Approve.
(Approved 5-0, as recommended)
- 1.b. **City Fiscal Year 2016-17 Register for April 18, 2017**
Check Register
Fiscal Impact: \$775,855.02
Electronic Disbursement Register
Fiscal Impact: \$490,504.22
Recommended Action: It is recommended that the City Council:
1) Receive and file.
(Received and filed)
- 1.c. **Award of Contract for Pedestrian Accessibility Project Phase V Project 2017-01**
Fiscal Impact: Expense: \$82,650
Revenue: \$74,786 Community Development Block Grant Funds
\$16,129 Gas Tax Funds
Recommended Action: It is recommended that the City Council:
1) Reject the bid received from Golden State Constructors as non-responsive; and
2) Approve a Public Works Agreement with EBS General Engineering, Inc., for construction of the Pedestrian Accessibility Project Phase V in a not-to-exceed amount of \$82,650; and
3) Reject all other bids received and authorize the return of the bid bonds; and
4) Authorize the City Administrator to approve contract change orders up to 10% or \$8,265 for a total construction contract not-to-exceed amount of \$90,915; and
5) Approve Resolution No. R-2017-16, A Resolution of the City Council of the City of Placentia Authorizing the Amendment of the Fiscal Year 2016-17 Budget; and
6) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.
(Approved 5-0, as recommended)
- 1.d. **Approval of Plans and Specifications and Award of Contract for the Placentia Police Station Lobby ADA Improvement Project No. 2016-20**
Fiscal Impact: Expense: \$256,740
Revenue: \$169,000 Community Development Block Grant Funds
\$ 87,740 Asset Forfeiture Funds
Recommended Action: It is recommended that the City Council:
1) Approve the plans and specifications prepared by BOA Architecture; and
2) Approve a Public Works Agreement with R Dependable Construction, Inc., for construction of the Placentia Police Station Lobby ADA Improvement Project in the amount of \$169,000; and
3) Reject all other bids received and authorize the return of the bid bonds; and
4) Authorize the City Administrator to approve contract change orders up to 10% of the contract amount, or \$16,900, for a total construction contract not-to-exceed amount of \$185,900; and
5) Approve Resolution No. R-2017-17, A Resolution of the City Council of the City of Placentia Authorizing the Amendment of the Fiscal Year 2016-17 Budget; and
6) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.
(Approved 5-0, as recommended)

1.e. **Second Reading of Ordinance No. O-2017-04 Adopting Zone Change 2017-01 and General Plan Amendment 2017-01 Establishing A New Zoning District and Development Standards for the "Transit Oriented Development (TOD)" District**

Fiscal Impact: Potential for up to \$1.5 million in annual sustainable revenue and \$15 million in one-time revenue including development impact fees. Infrastructure costs associated with TOD District will be funded by impact fees and annual assessments. No General Fund dollars will be utilized for the proposed District.

Recommended Action: It is recommended that the City Council:

- 1) Waive full reading, by title only, and adopt Ordinance No. O-2017-04, and Ordinance of the City Council of the City of Placentia, California Adding Chapter 23.111 entitled "Transit Oriented Development Packing House District Development Standards," and amending Municipal Code Section 23.08.010 to establish the TOD Packing House Zoning District, and amending the Official Zoning Map of the City of Placentia, for the Transit Oriented Development ("TOD") Packing House District Zone.

(Approved 5-0, as recommended)

1.f. **Memorandum of Understanding between the City and the Placentia City Employees Association**

Fiscal Impact: Fiscal Year 2016-17 \$ 46,909 (Estimated)

Fiscal Year 2017-18 \$138,493 (Estimated)

Fiscal Year 2018-19 \$155,777 (Estimated)

Recommended Action: It is recommended that the City Council:

- 1) Approve the Memorandum of Understanding with the Placentia City Employees Association as outlined in Exhibit 1; and
- 2) Approve Resolution, R-2017-18, A Resolution of the City Council of the City of Placentia, California, Authorizing a Budget Amendment in Fiscal Year 2016-17 in Compliance with the City Charter of the City of Placentia §§1206 and 1209 Pertaining to Appropriations for Actual Expenditures; and
- 3) Authorize the City Administrator, Director of Administrative Services, and Human Resources Manager to execute the necessary documents on behalf of the City, in a form approved by the City Attorney.

(Approved 5-0, as recommended)

1.g. **Transfer of Affordable Housing Fund To The General Fund For 306-312 Baker Street (APN 339-391-15)**

Fiscal Impact: Transfer of \$500,000 in Affordable Housing Fund Account (#340000-8010) to Fiscal Year 2016-17 General Fund Budget

Recommended Action: It is recommended that the City Council:

- 1) Approve Resolution R-2017-20, A Resolution of the City Council of the City of Placentia, California Authorizing a Budget Amendment of the Fiscal Year 2016-17 Budget; and
- 2) Authorize an Interfund Transfer in the total amount of \$500,000 from the Affordable Housing Fund to the City's Fiscal Year 2016-17 General Fund Budget due to the property transfer between funds.

(Approved 5-0, as recommended)

Mayor Pro Tem Wanke pulled Item 1.g. in order draw attention to the fact that this item involves the transfer of \$500,000 of revenue into the General Fund and is the result of hard work by City Administrator Arrula and the Finance Department Staff. Motion by Wanke, seconded by Yamaguchi, and carried a (5-0) vote to approve Consent Calendar Item 1.g. as recommended.

2. PUBLIC HEARING:

2.a. **Appeal Of The Planning Commission's Denial Of Use Permit (UP) No. 2017-01 To Permit The Establishment And Operation Of A Massage Business Located At A Multi-Tenant Commercial Shopping Center Within The C-1 (Neighborhood Commercial) Zoning District**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Open the Public Hearing concerning UP 2017-01; and
- 2) Receive the Staff Report and consider all public testimony; and
- 3) Close the Public Hearing; and
- 4) Adopt Resolution No. R-2017-19, A Resolution of the City Council of the City of Placentia California, County of Orange, State of California, denying Use Permit No. 2017-01 and making findings of denial for the establishment and operation of a day spa with ancillary massage services on property located at 138 North Radford Avenue in the C-1 (Neighborhood Commercial) Zoning District; and making findings that the project is categorically exempt pursuant to the California Environmental Quality Act Guidelines (CEQA) set forth in Title 14 CCR § 15301 (Class 1 – Existing Facilities) and the City of Placentia Environmental Guidelines.

(Approved 5-0, to continue the public hearing to May 2, 2017 at 7:00 p.m.)

Mayor Green opened the public hearing at 7:41 p.m.

City Administrator Arrula introduced Director of Development Services Lambert to give a presentation which included the details of the appeal, the project site, PMC Chapter 8.44 – Massage Establishments, and Staff recommendation.

Terence Selman, business consultant for the business owner, spoke in favor of the business owner and encouraged Council to approve the requested use permit.

Samuel Woo, representing the Bradford Center who would be the landlord of the proposed business, spoke in support of the business owner.

There was discussion on statements regarding a previous business license application by this business owner and online advertising for the proposed business.

Councilmember Shader stated that she did her own research and found advertising for this proposed business to be objectionable.

Councilmember Yamaguchi questioned whether there was further evidence for Staff to present in support of Staff's denial of the use permit for this proposed business and stated that, in this instance, the Council is acting as a judicial body and not a legislative body and must keep personal opinion out of the decision.

Mayor Green closed the public hearing at 8:20 p.m.

Motion by Wanke, seconded by Yamaguchi, and carried a (5-0) vote to continue the public hearing to May 2, 2017 at 7:00 p.m. direct Staff to bring back to Council a resolution reversing the decision to deny and therefore approve the use permit for this proposed business.

3. REGULAR AGENDA:

3.a. Award of Contract for Banking Services

Fiscal Impact: Savings Year 1: \$10,000 - Fees Have Been Waived By Vendor

Estimated Cost: \$10,000 Annually Thereafter

Savings Years 2-5: \$10,000 Annually (\$40,000 in Aggregate due to Difference in Fees Compared To Current Bank)

Recommended Action: It is recommended that the City Council:

- 1) Approve a Professional Services Agreement with Banc of California for a term of five (5) years, with an option to extend the contract for two (2) additional one-year terms; and
- 2) Authorize the Mayor and City Administrator to sign the necessary documents, on behalf of the City, in a form approved by the City Attorney.

(Approved 5-0, as recommended)

City Administrator Arrula acknowledged the extensive and transparent work of Staff, City Council, City Treasurer Larson, and two (2) former treasurers currently serving as Councilmembers and introduced Senior Management Analyst Matt Reynolds and Senior Financial Consultant Irwin Bornstein to give a brief presentation which included a summary of the Request for Proposal (RFP) process and participants, the review and selection process, and Staff recommendations.

In response to Councilmembers' questions, Chief Financial Officer Shally Lin gave information on references for Banc of California and Senior Management Analyst Reynolds and City Administrator Arrula discussed wire transfers and new City policies and procedures.

There was discussion and a motion by Wanke, seconded by Yamaguchi carried a (5-0) vote to approve Item 3.a. as recommended.

CITY COUNCIL/BOARD MEMBERS REQUESTS:

Councilmember Shader requested Staff notify oil companies with property in Placentia to clear the overgrowth caused by the recent rains and asked for research into the possibility of a dog park in Placentia.

Mayor Pro Tem Wanke requested that Staff and the Recreation and Parks Commission assess and look at options to improve the condition of all the City's parks.

ADJOURNMENT:

The City Council/Successor Agency/ICDA Agency Board of Directors adjourned in memory of Thomas Robert Martinez, longtime Placentia resident and creator of the Placentia City Seal; and Christina Dunsmore, friend of Mayor Pro Tem Chad Wanke, wife and mother to Clay, Jacob, and Issac Dunsmore, at 8:55 p.m. to Tuesday, May 2, 2017 at 5:30 p.m.

Craig S. Green, Mayor/Agency Chair

ATTEST:

Patrick J. Melia, City Clerk/Agency Secretary

DRAFT

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING MINUTES**

May 2, 2017

**5:30 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER: Mayor Green called the meeting to order at 5:00 p.m.

ROLL CALL:

PRESENT: Councilmember/Board Member Shader, Smith, Yamaguchi, Wanke, Green

ABSENT: None

ORAL COMMUNICATIONS: None

CITY COUNCIL:

1. Pursuant to Government Code Section 54956.9(d)(4):
CONFERENCE WITH LEGAL COUNSEL – POTENTIAL LITIGATION
Significant exposure to litigation: (4 cases)
2. Pursuant to Government Code Section 54956.9(d)(1):
CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Name of Case: 567 Melrose Street, LLC vs City of Placentia, et al; Case 30-2017-00909817-CU-EI-CXC)
3. Pursuant to Government Code Section 54957.6
CONFERENCE WITH LABOR NEGOTIATOR
City Designated Representatives: Damien R. Arrula, City Administrator
Steve Pischel, Director of Administrative Services
Employee Organizations: Unrepresented Employees and Placentia Police Management Association (PPMA)

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

CALL TO ORDER: Mayor Green called the meeting to order at 7:01 p.m.

ROLL CALL:

PRESENT: Councilmember/Board Member Shader, Smith, Yamaguchi, Wanke, Green

ABSENT: None

STAFF PRESENT: City Administrator/Executive Director Damien R. Arrula; City Attorney/Authority Counsel Christian L. Bettenhausen; Director of Administrative Services Steve Pischel; Interim Chief Financial Officer Shally Lin; Chief of Police Darin Lenyi; Director of Development Services Joe Lambert; Director of Community Services Sandra Gonzalez; Director of Public Works Luis Estevez; Economic Development Manager Jeanette Ortega; Chief Deputy City Clerk Rosanna Ramirez

INVOCATION: Police Chaplain Sterling Bennett

PLEDGE OF ALLEGIANCE: Placentia Police Honor Guard

PRESENTATIONS:

- a. **Proclamation for National Peace Officer Memorial Day**
Recipient: Police Chief Lenyi
Presenters: Mayor Green and City Administrator Arrula
- b. **Proclamation for May 2017 as Poppy Days**
Recipient: Rebecca Garcia, President of American Legion Auxiliary Post 277
Presenters: Mayor Green and City Administrator Arrula
- c. **Proclamation for National Public Works Week**
Recipients: Luis Estevez, Director of Public Works
Joel Cardenas, Public Works Superintendent
Presenters: Mayor Green and City Administrator Arrula
- d. **Recognition of Miss Placentia and Miss Yorba Linda Scholarship Recipients**
Recipients: Cheyenne Kotick, Shannon Galipault, Sara Beth Arroyo, Sophia Stobel, Meghan Wang, Colby Bladow, Ava Siniscalchi, Khira Mistry
Presenters: Mayor Green and Executive Director of Miss Placentia and Miss Yorba Linda Scholarship Association Richelle Butcher

CLOSED SESSION REPORT:

City Attorney/Agency Counsel Bettenhausen reported the Council/Agency met in closed session to discuss six (6) items; there was discussion and direction was given by Council on each; and he referred to Item 1.e. on the Consent Calendar approving an agreement authorizing certain compensation and benefits for Unrepresented Mid-Management and Management Employees. Pursuant to SB 1436 he gave an oral summary of the approved adjustments.

CITY ADMINISTRATOR REPORT:

City Administrator Arrula introduced three (3) new Police Department employees: Police Officer John Nelson, Administrative Assistant Dana Prechtl, and Crime Analyst Allan Knox.

ORAL COMMUNICATIONS:

Placentia resident Bob McKinnell gave an update on the Citizens' Fiscal Sustainability Task Force.

Sheila Jordan, Placentia resident and co-administrator of the Placentia Buzz Facebook page, thanked the City of Placentia, the Placentia Police Department, and the Placentia Library District for their support of the 2016 Tree Lighting Festival and requested support for the 2017 event. She invited everyone to attend the First Annual Placentia Buzz Meet and Greet at Tri-City Park on Saturday, June 10, 2017.

Placentia Resident Meredith Castillo expressed concern about traffic near Wagner Elementary School and at the intersection of Bastanchury Road and Valencia Avenue and mentioned his desire to have a military banner program in the City.

CITY COUNCIL/BOARD MEMBER COMMENTS:

Councilmember Smith noted his attendance at a Complete Parks Program, a meeting of the Orange County Business Council, the swearing-in of several Police personnel, attended the Love Placentia Service Day Event, and attended the Get Healthy Placentia Initiative meeting. He thanked American Legion Auxiliary Post 277 for all they do for the community, Public Works for the service the Staff provides, congratulated the Miss Placentia and Yorba Linda Scholarship recipients, and thanked all the members of the Placentia Police Department for their service.

Councilmember Shader attended the Police Department swearing-in ceremony, the first meeting of the Economic Development Committee, the Placentia Community Foundation meeting, and the Love Placentia Service Day Event. She thanked everyone who participated.

Councilmember Yamaguchi thanked everyone involved in Love Placentia and congratulated the participants and winners in the Miss Placentia and Miss Yorba Linda Scholarship Pageant.

Mayor Pro Tem Wanke thanked the Public Works Staff for working under sometimes difficult circumstances.

Mayor Green announced the upcoming Orange County Fire Authority Open House on May 20, 2017 and noted that he attended the Love Placentia Service Day Event, an Eagle Scout Court of Honor for Dylan Gardner, a ground-breaking in Buena Park for the new Fire Department Station 61, and the Placentia Police Department swearing-in ceremony.

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

Motion by Wanke, seconded by Smith, and carried a (5-0, Yamaguchi abstained on Item 1.b.) vote to approve Consent Calendar items 1.a. through 1.f. as recommended.

- 1.a. **Consideration to Waive Reading in Full of all Ordinances and Resolutions**
Fiscal Impact: None
Recommended Action: Approve.
(Approved 5-0, as recommended)

- 1.b. **City Fiscal Year 2016-17 Register for May 2, 2017**
Check Register
Fiscal Impact: \$ 540,464.22
Electronic Disbursement Register
Fiscal Impact: \$ 513,133.75
Recommended Action: It is recommended that the City Council:
1) Receive and file.
(Received and filed, Yamaguchi abstained)

- 1.c. **Acceptance of Construction Work and Notice of Completion for the OCTA M2 Environmental Cleanup Program Tier 1 Grant Catch Basin Insert Project Phase 3**
Fiscal Impact: Expense: \$266,700
Revenue: \$200,000 OCTA M2 Environmental Cleanup Grant
\$ 50,974 Storm Drain Fund
\$ 10,354 General Fund
\$ 5,372 CalRecycle Oil Payment Program Fund
Recommended Action: It is recommended that the City Council:
1) Accept the work performed by G2 Construction, Inc. for construction of the OCTA M2 Environmental Cleanup Program Tier 1 Grant Catch Basin Insert Project Phase 3 in the total amount of \$266,700; and
2) Authorize the City Administrator to file a Notice of Completion with the Orange County Clerk Recorder's Office for the Project; and
3) Authorize the City Administrator to release retention funds in accordance with the terms of the contract.
(Approved 5-0, as recommended)

- 1.d. **Installation of Outdoor Exercise Area at Santa Fe Park**
Fiscal Impact: Expense: \$32,142.90 Exercise Equipment
Expense: \$19,750.00 Concrete
Offsetting Revenue: \$51,892.90 St. Jude Hospital Grant
Recommended Action: It is recommended that the City Council:
1) Approve the acquisition of outdoor exercise equipment from Greenfields Outdoor Fitness, Inc. in the amount of \$32,142.90 for Santa Fe Park; and
2) Approve the Public Works Agreement for Installation of Concrete with City Services Paving in the amount of \$19,750.00; and
3) Authorize the City Administrator and/or his designee to execute all necessary purchase documents on behalf of the City, in a form approved by the City Attorney.
(Approved 5-0, as recommended)

1.e. **Agreement Between the City and Unrepresented Mid-Management and Management Employees**

Fiscal Impact: Fiscal Year 2016-17 \$21,026 (Estimated)
Fiscal Year 2017-18 \$71,135 (Estimated)
Fiscal Year 2018-19 \$79,323 (Estimated)

Recommended Action: It is recommended that the City Council:

- 1) Approve an agreement authorizing certain compensation and benefits for Unrepresented Mid-Management and Management Employees as outlined in Exhibit 1; and
- 2) Approve Resolution, R-2017-XX, A Resolution of the City Council of the City of Placentia, California, Authorizing a Budget Amendment in Fiscal Year 2016-17, implementing adjustments outlined in Exhibit 1, in Compliance with the City Charter of the City of Placentia §§1206 and 1209 Pertaining to Appropriations for Actual Expenditures.

(Approved 5-0, as recommended)

1.f. **Agreement with Golden Star Technology to Furnish, Install, and Integrate Audiovisual Equipment into the City Council Chambers**

Fiscal Impact: Expense: \$37,931.53

Revenue: \$37,931.53 Public, Education, and Governmental Funds
No General Fund Dollars will be used on this project

Recommended Action: It is recommended that the City Council:

- 1) Approve a Professional Services Agreement with Golden Star (GST) for City Council Chamber Audiovisual Equipment Upgrades for an amount not-to-exceed \$37,931.53; and
- 2) Approve Resolution No. R-2017-XX, A Resolution of the City Council of the City of Placentia Authorizing a Budget Amendment for the Fiscal Year 2016-17 Budget; and
- 3) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

(Approved 5-0, as recommended)

2. PUBLIC HEARING:

2.a. **Appeal of the Planning Commission's Denial of Use Permit (UP) No. 2017-01 to Permit the Establishment and Operation of a Massage Business Located at a Multi-Tenant Commercial Shopping Center within the C-1 (Neighborhood Commercial) Zoning District**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Open the continued Public Hearing concerning UP 2017-01; and
- 2) Close the Public Hearing; and
- 3) Consider attached Resolution No. R-2017-XX, A Resolution of the City Council of the City of Placentia, County of Orange, State of California, approving Use Permit No. 2017-01 and making findings of approval for the establishment and operation of a day spa with ancillary massage services on property located at 138 North Bradford Avenue in the C-1 (Neighborhood Commercial) Zoning District; and making findings that the project is categorically exempt pursuant to the California Environmental Quality Act Guidelines (CEQA) set forth in Title 14 CCR § 15301 (Class 1 - Existing Facilities) and the City of Placentia Environmental Guidelines.

(Approved 3-2, Yamaguchi and Wanke voted no, to uphold the Planning Commission decision to deny the use permit for this proposed business)

City Administrator Arrula introduced Director of Development Services Lambert to give a presentation on the Continued Public Hearing which included a resolution prepared by staff at the direction of City Council approving the appeal and the Use Permit. He gave an overview of the

item and summarized the Planning Commission actions and the initial Public Hearing at the City Council meeting of April 18, 2017.

City Attorney Bettenhausen stated that if there was additional information to be presented it would be necessary to reopen the Public Hearing. If there was simply deliberation of the two (2) resolutions, the Public Hearing would not have to be reopened.

Motion by Wanke, seconded by Yamaguchi, and carried a (2-3, Smith, Shader, and Green voted no) vote to approve a resolution reversing the Planning Commission's decision to deny and therefore approve the use permit for this proposed business.

Motion by Shader, seconded by Smith, and carried a (3-2, Yamaguchi and Wanke voted no) vote to approve a resolution upholding the Planning Commission decision to deny the use permit for this proposed business.

3. REGULAR AGENDA: NONE

CITY COUNCIL/BOARD MEMBERS REQUESTS:

Councilmember Smith noted that he attended a Placentia Chamber of Commerce event where City Clerk Patrick Melia was honored for his 20 years of Chamber membership.

Mayor Pro Tem Wanke requested that Staff research the veteran and active duty military banner programs of nearby Cities and bring a report back to Council.

ADJOURNMENT:

The City Council/Successor Agency/ICDA Agency Board of Directors adjourned at 8:00 p.m. to Tuesday, May 16, 2017 at 5:30 p.m.

ATTEST:

Craig S. Green, Mayor/Agency Chair

Patrick J. Melia, City Clerk/Agency Secretary

DRAFT

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING MINUTES
May 16, 2017
5:30 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER: Mayor Green called the meeting to order at 5:00 p.m.

ROLL CALL:

PRESENT: Councilmember/ Board member Shader, Smith Yamaguchi, Wanke,
Green ABSENT: None

ORAL COMMUNICATIONS: None

CITY COUNCIL:

1. Pursuant to Government Code Section 54956.9(d)(1)
CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Name of Case: City of Placentia vs Ng Kan Hoi; et al; Case No. 30-2015-00826619
2. Pursuant to Government Code Section 54956.9(d)(4):
CONFERENCE WITH LEGAL COUNSEL – POTENTIAL LITIGATION
Significant exposure to litigation: (3 cases)
3. Pursuant to Government Code Section 54956.9(d)(1):
CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Name of Case: 567 Melrose Street, LLC vs City of Placentia, et al; Case 30-2017-00909817-CU-EI-CXC)
4. Pursuant to Government Code Section 54956.8
CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Property: 207-209 W. Crowther Avenue APN: 339-402-05; 07; 08; 11
City Negotiator: Damien R. Arrula, City Administrator
Negotiating Parties: Placentia Mutual Properties, LLC
Under Negotiations: Price and Terms of Payment
5. Pursuant to Government Code Section 54957.6
CONFERENCE WITH LABOR NEGOTIATOR
City Designated Representatives: Damien R. Arrula, City Administrator
Steve Pischel, Director of Administrative Services
Employee Organization: Placentia Police Management Association (PPMA)

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

CALL TO ORDER: Mayor Green called the meeting to order at 7:02 p.m.

ROLL CALL:

PRESENT: Councilmember/ Board member Shader, Smith, Yamaguchi, Wanke,
Green ABSENT: None

STAFF PRESENT: City Administrator/Executive Director Damien R. Arrula; City Attorney/Authority Counsel Christian L. Bettenhausen; Director of Administrative Services Steve Pischel; Interim Chief Financial Officer Shally Lin; Chief of Police Darin Lenyi; Director of Development Services Joe Lambert; Director of Administrative Service of Community Services Sandra Gonzalez; Director of Public Works Luis Estevez; Economic Development Manager Jeanette Ortega; Chief Deputy City Clerk Rosanna Ramirez

INVOCATION: Police Chaplain Ken Milhander

PLEDGE OF ALLEGIANCE: Girl Scout Troop

PRESENTATIONS:

- a. **Recognition of El Dorado High School Cheer Team as United Spirit Association National Champions**
Recipients: El Dorado High School Cheer Team
Presenters: Mayor Green and City Administrator Arrula
- b. **Proclamation for May through October as Drowning Prevention Awareness**
Recipient: Battalion Chief Chuck Fedak, Orange County Fire Authority
Presenters: Mayor Green and City Administrator Arrula
- c. **Presentation on 2020 U.S. Census**
Presenter: Armando Mendoza, Assistant Regional Census Manager, U.S. Census Bureau

CLOSED SESSION REPORT:

City Attorney/Agency Counsel Bettenhausen reported the Council/Agency met in closed session to discuss five items on the agenda and an additional urgency item; there was discussion on each, direction was given by Council, and there was nothing further to discuss.

CITY ADMINISTRATOR REPORT:

City Administrator Arrula recognized National Military Appreciation month. Mayor Green presented a proclamation to Veterans Advisory Committee Chair Ron Culler on behalf of the veterans of the community. City Administrator Arrula introduced new Police Officer Philip Estrada and announced that on Saturday, May 20, 2017 summer recreation program registration will begin and the first summer community walk with Mayor Green will take place at 8:30 a.m. For more information contact (714)993-8232. City Administrator Arrula noted that the Rotary Club of Placentia will host the ninth annual Cowabunga BBQ on Friday, June 2, 2017 at 6:00 p.m. at Tri-City Park. For more information visit www.rotarycowabunga.com.

ORAL COMMUNICATIONS:

Placentia Community Foundation Member Dwayne DeRose announced the Placentia Community Foundation's Annual Community Grant Summit on May 24, 2017 from 6:30 to 8:00 p.m. at the Backs Building.

Beverly Alterman, Placentia resident, addressed the Council regarding a lien that the City has on the commercial property located at 431 Palm Drive.

Mayor Green introduced for the record a letter submitted by Placentia resident Blake Montero regarding agenda item 1.i.

CITY COUNCIL/BOARD MEMBER COMMENTS:

Mayor Green and the Councilmembers congratulated City Administrator Arrula on being named City Administrator of the Year by the Association of California Cities Orange County (ACC-OC).

Councilmember Smith stated that he attended the Southern California Association of Governments (SCAG) Annual Conference General Assembly Meeting, a meeting of the Recreation and Parks Commission, a meeting with Staff and representatives from Republic Services regarding the City's

Public Works Agreement for waste collection, a fund-raising breakfast in support of the United Way's Women of Philanthropy Fund, a Placentia Collaborative meeting of non-profits. He thanked the community for the outpouring of support for the Placentia Police Department.

Councilmember Shader represented the City at the opening of the County's newest homeless shelter, Bridges at Kraemer, and attended the graduation of the Placentia Police Department's Citizen Academy.

Councilmember Yamaguchi noted that he attended a meeting of the Heritage Committee, met with the Placentia Library District Staff regarding lowering energy use and increasing sustainability. He requested that all publicly posted meetings be listed on the City's website calendar and kept up-to-date.

Mayor Pro Tem Wanke thanked the Police Department for everything they do to keep residents safe. He stated that he attended a meeting of the Legislative and Public Affairs Committee and the Administration Committee of the Orange County Sanitation District and invited members of the public to tour the facility in Fountain Valley. He also reported attending a meeting with Staff and representatives from Republic Services regarding the City's Public Works Agreement for waste collection.

Mayor Green announced that he attended a roundtable meeting with local Mayors and our State Congressman Ed Royce, met with our new OCFA Battalion Chief Andy Kovacs, attended the graduation of the Placentia Police Department's Citizen Academy, congratulated Pat Irot on her nomination for the Jennie Award in honor of her tireless volunteerism.

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

Mayor Pro Tem Wanke pulled Item 1.g., and Councilmember Smith pulled Item 1.h. for further discussion. Motion by Wanke, seconded by Yamaguchi, and carried a (5-0) vote to approve the remaining Consent Calendar items as recommended.

- 1.a. **Consideration to Waive Reading in Full of all Ordinances and Resolutions**
Fiscal Impact: None
Recommended Action: Approve.
(Approved 5-0, as recommended)

- 1.b. **City Fiscal Year 2016-17 Register for May 16, 2017**
Check Register
Fiscal Impact: \$1,239,775.77
Electronic Disbursement Register
Fiscal Impact: \$523,713.74
Recommended Action: It is recommended that the City Council:
1) Receive and file.
(Received and filed)

- 1.c. **Designation of Authorized Agent for the Purpose of Applying for and Receiving Federal and/or State Disaster Financial Assistance**
Fiscal Impact: Expense: None
Revenue: To Be Determined by Federal Emergency Management
Agency-Estimated \$52,005
Recommended Action: It is recommended that the City Council:
1) Designate the City Administrator as the Authorized Agent of the City of Placentia for the Purpose of Applying for and Receiving Federal Financial Assistance and/or State Financial Assistance; and
2) Authorize the City Clerk to execute the State of California Governor's Office of Emergency Services Form 130.
(Approved 5-0, as recommended)

- 1.d. **Approval of Grant Writing Services and Resolution Authorizing an Application to the State of California Department of Finance for a Community-Based Transitional Housing Program Grant**
Fiscal Impact: Expense: \$3,675
Revenue: \$3,675 General Government Account
Recommended Action: It is recommended that the City Council:
- 1) Authorize Blais & Associates, Inc. to provide grant writing services to apply for the Community-Based Transitional Housing Program for a not-to-exceed amount of \$3,675; and
 - 2) Adopt Resolution R-2017-XX, A Resolution of the City Council of the City of Placentia, California, Authorizing Application for the State Department of Finance Community-Based Transitional Housing Program; and
 - 3) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.
- (Approved 5-0, as recommended)**
- 1.e. **Award of Contract to Keyser Marston Associates, Inc. to Conduct an Affordable Housing Nexus Study and Fee**
Fiscal Impact: Expense: \$40,000
Revenue: \$25,000 Affordable Housing In-Lieu Fund Account
\$15,000 General Government Account
Recommended Action: It is recommended that the City Council:
- 1) Approve a Professional Services Agreement with Keyser Marston Associates, Inc. to Conduct an Affordable Housing Nexus Study for a not-to-exceed amount of \$40,000; and
 - 2) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.
- (Approved 5-0, as recommended)**
- 1.f. **Professional Services Agreement for Real Estate Advisory Services for 350 and 380 S. Placentia Avenue**
Fiscal Impact: Expense: \$45,000
Revenue: \$22,500 General Government Contingency (FY 2016-17)
\$22,500 Economic Development Professional Services (FY2017-18)
- Recommended Action: It is recommended that the City Council:
- 1) Award a Professional Services Agreement to Kosmont & Associates, Inc. for Real Estate Advisory Services for 350 and 380 S. Placentia Avenue for an amount not-to-exceed \$45,000; and
 - 2) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.
- (Approved 5-0, as recommended)**
- 1.g. **Purchase of Six (6) New Police Vehicles and Allocation of Asset Forfeiture Funds**
Fiscal Impact: Allocation of Asset Forfeiture Funds in an Amount Not-To-Exceed \$300,000 for the Purchase and Outfitting of Six Police Vehicles
Recommended Action: It is recommended that the City Council:
- 1) Approve the purchase of six (6) new 2017 Ford Interceptors from Wondries Fleet Group in an amount not-to-exceed \$218,000; and
 - 2) Approve the use of West Coast Lights & Sirens, Inc. as the designated company for the purchase and installation of the required emergency equipment for the patrol cars in an amount not-to-exceed \$82,000; and
 - 3) Adopt Resolution R-2017-XX, a Resolution of the City Council of the City of Placentia, California, authorizing a budget amendment for the Fiscal Year 2016-17 in an amount not-to-exceed \$300,000; and
 - 4) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.
- (Approved 5-0, as recommended)**

Mayor Pro Tem Wanke pulled Item 1.g. to mention to the public that new Police cars are much needed and are non-standard models requiring substantial additional equipment. He pointed out that these vehicles will be purchased using asset forfeiture funds. In response to Councilmembers' questions Chief Lenyi confirmed that this purchase replaces the last of the fleet that are past their useful life span and includes all required emergency equipment. Motion by Wanke, seconded by Smith, and carried a (5-0) vote to approve Item 1.g. as recommended.

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

Fiscal Impact: Expense: \$89,820 Software Support for CAD/RMS Systems
Fiscal Year 2017-18 Budget

Recommended Action: It is recommended that the City Council:

- 1) Approve the Software Support Agreement with Public Safety Systems Incorporated for an amount not-to-exceed \$89,820 for Fiscal Year 2017-18; and
- 2) Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney; and
- 3) Approve this agreement prior to the Fiscal Year 2017-18 so the City does not incur a reinstatement fee of 10% per month.

(Approved 5-0, as recommended)

Councilmember Smith pulled Item 1.h. to question whether Staff has explored other options for CAD/RMS software and was assured that research is being done into other providers. Motion by Smith, seconded by Wanke, and carried a (5-0) vote to approve Item 1.h. as recommended.

1.i. **Resolution Relating to Fiscal Year 2017-18 Levy of Assessments to the City of Placentia Landscape Maintenance District No. 92-1 and Setting Public Hearing for June 6, 2017 at 7:00 P.M.**

Fiscal Impact: Recouped Through Assessments: \$427,616
Single Family Residential: \$154.87/Parcel
Commercial/Industrial: \$1,548.70/Acre
Multiple Family Residential: \$108.41/Unit
Undeveloped: \$774.35/Parcel

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution R-2017-XX, A Resolution of the City Council of the City of Placentia directing preparation of the Engineer's Report for Fiscal Year 2017-18 for the continuation of the annual assessments for Landscape Maintenance District No. 92-1; and
- 2) Adopt Resolution R-2017-XX, A Resolution of the City Council of the City of Placentia declaring its intention to provide for an annual levy and collection of assessments for certain maintenance within an existing district, pursuant to the provisions of Division 15, Part 2, of the California Streets and Highways Code and setting a time and place for public hearing thereon.

(Approved 5-0, as recommended)

1.j. **Resolution Relating to Fiscal Year 2017-18 Levy of Assessments to the City of Placentia Street Lighting District No. 81-1 and Setting Public Hearing for June 6, 2017 at 7:00 P.M.**

Fiscal Impact: Recouped Through Assessments: \$154,427
Single Family Residential: \$27.38/Parcel
Commercial/Industrial: \$164.28/Acre
Tentative/Final Map: \$8.21/Unit

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution R-2017-XX, A Resolution of the City Council of the City of Placentia directing preparation of the Engineer's Report for Fiscal Year 2017-18 for the continuation of the annual assessments for Street Lighting District No. 81-1; and
- 2) Adopt Resolution R-2017-XX, A Resolution of the City Council of the City of Placentia declaring its intention to provide for the annual levy and collection of assessments for certain maintenance within an existing district pursuant to the provisions of

Division 15, Part 2, of the California Streets and Highways Code and place for a public hearing thereon.

(Approved 5-0, as recommended)

1.k. **Award of Contract for the Edwin T. Powell Building Roof Replacement and Improvements**

Fiscal Impact: Expense: \$135,000
Revenue: \$112,000 Community Development Block Grant Funds
\$ 15,000 Park In-Lieu Funds
\$ 8,000 General Fund

Recommended Action: It is recommended that the City Council:

- 1) Award a Public Works Agreement to Best Contracting Services, Inc. for Edwin T. Powell Building Roof Replacement and Improvements in the amount of \$125,038; and
- 2) Authorize the City Administrator to approve \$2,000 for inspection services and contract change orders up to \$7,962, for a total project not-to-exceed amount of \$135,000; and
- 3) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

(Approved 5-0, as recommended)

1.l. **Award of Contract for Ficus Vine Wall Maintenance Services**

Fiscal Impact: Expense: \$ 15,210 Fiscal Year 2017-18 Operating Budget
Revenue: \$115,000 Fiscal Year 2017-18 Operating Budget
(General Fund)

Recommended Action: It is recommended that the City Council:

- 1) Approve a Professional Services Agreement with Brightview Landscape Services, Inc. for tree trimming services in an amount not-to-exceed \$15,210 per year for an initial three (3) year contract term with the option to extend for two (2) additional one-year terms; and
- 2) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney; and
- 3) Authorize the City Administrator to approve the eligible contract term extensions for two (2) additional one-year terms based upon contractor performance and at the discretion of the City.

(Approved 5-0, as recommended)

SUCCESSOR AGENCY CONSENT CALENDAR:

1.m. **Amendment No. 1 to Successor Agency Staffing Support Services**

Fiscal Impact: Expense: \$15,000
Offsetting Revenue: \$15,000 (Successor Agency Administration Fund)
Total Budgeted: \$40,000 (Successor Agency Professional Services Account No.: 547525-6099)

Recommended Action: It is recommended that the City Council:

- 1) Approve Amendment No. 1 to the Professional Services Agreement with Kosmont & Associates, Inc. dba Kosmont Companies for an amount not-to-exceed \$15,000; and
- 2) Authorize the City Administrator to sign the necessary documents, in a form approved by the City Attorney.

(Approved 5-0, as recommended)

2. PUBLIC HEARING: None

3. REGULAR AGENDA:

3.a. **March 2017 (Preliminary) Treasurer's Report**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Receive and file the March 2017 (Preliminary) Treasurer's Report
(Received and filed)

City Treasurer Larson gave a summary of the Preliminary March 2017 Treasurer's Report. Motion by Yamaguchi, seconded by Wanke and carried a (5-0) vote to approve the recommended action.

3.b. **Presentation of the Draft Proposed Fiscal Year 2017-18 General Fund Operating Budget**

Fiscal Impact: Expenditures: \$37,311,432 in Appropriations

Revenue: \$37,578,432 in Operating Resources

Recommended Action: It is recommended that the City Council:

- 1) Review and discuss the Draft Proposed Fiscal Year (FY) 2017-18 General Fund Operating Budget and provide input and direction for final budget adoption; and
- 2) Set the public hearing for Budget adoption on June 20, 2017.

(Approved 5-0, as recommended)

City Administrator Arrula gave a brief overview of the item, which is a preliminary draft in presentation form only, and thanked the Finance Team and Management Staff for their diligence and hard work. He introduced Senior Management Analyst Matt Reynolds who gave a brief presentation and sought Council input and direction. The presentation included Fiscal Year 2016-17 Recap, budget philosophy, Fiscal Year 2017-18 budget goals, budget highlights, sales tax revenue, Placentia sales tax comparison to North Orange County, point of sales vs. County pool, department expenditures, General Fund position, expenditure summary, Fiscal Year 2017-18 position changes, misappropriation of public funds update, and budget calendar. There was discussion and Senior Management Analyst Reynolds answered Councilmembers' questions. Council direction was given.

Motion by Yamaguchi, seconded by Wanke and carried a (5-0) vote to set the public hearing for Budget adoption on June 20, 2017 at 7:00 p.m.

CITY COUNCIL/BOARD MEMBERS REQUESTS:

Councilmember Smith requested that Staff bring Council an update on the Council Districting issue.

Councilmember Yamaguchi reiterated his request for a City of Placentia App and asked that Staff include solar options in the City's talks with the Library concerning an HVAC Joint Agreement.

Mayor Pro Tem Wanke asked Staff to prepare a map of the City's parks and facilities, along with operating budgets and the expenditures.

Mayor Green asked Staff to provide information regarding signs and markings for bike lanes in the City. He also requested information on the street sweeping schedule on Golden Avenue between Valencia Avenue and Kraemer Boulevard.

ADJOURNMENT:

The City Council/Successor Agency/ICDA Agency Board of Directors adjourned at 8:34 p.m. to Tuesday, June 6, 2017 at 5:30 p.m.

Craig S. Green, Mayor/Agency Chair

ATTEST:

Patrick J. Melia, City Clerk/Agency Secretary



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: DECEMBER 3, 2019

SUBJECT: **AWARD OF A CONSTRUCTION CONTRACT TO DOTY BROTHERS INC. FOR CONSTRUCTION OF THE PLACENTIA TRANSIT STATION UTILITY RELOCATION PROJECT**

FISCAL
IMPACT: EXPENSE: \$ 256,087.72 CONSTRUCTION CONTRACT AMOUNT
BUDGETED: \$ 825,198.77 FY 2018-19 CIP BUDGET (CARRY FORWARD)
COMMITTED: \$ 3,600,000.00 (FUNDS HAVE NOT BEEN APPROPRIATED)

SUMMARY:

As part of the City's effort to develop a state-of-art transit center, the City plans to underground existing utility poles located in the alley ways, south of Santa Fe Avenue, near the future transit station. The purpose of relocating and undergrounding a portion of the existing overhead utilities at this location is to improve safety and the aesthetics to the entrance into the Metrolink station as well as relocate utilities that conflict with the transit station project and the parking structure. This is the first phase of the City's planned transit station project to be followed by a second phase that involves the construction of track and signal improvements needed for the station and the third phase which involves the construction of the station itself and parking structure.

The scope of this project includes removing or relocating five (5) Edison-owned utility poles and overhead power lines, cables, and shared assets belonging to AT&T and Spectrum. Staff has worked with these utility agencies over the past two (2) years for preparation of design and engineering for relocating and undergrounding these overhead utilities and poles. After receiving and finalizing the design and various agreements from these agencies, Staff solicited competitive bids for this project on October 10, 2019. A total of four (4) bids were received and the low bid was submitted by Doty Bros. Equipment Company (Doty) in the amount of \$256,087.72. Staff reviewed the bid received from Doty and found it to be accurate and responsive. The total cost of the project amounts to \$281,696.49. This includes the bid amount submitted by Doty in addition to a 10% construction contingency.

RECOMMENDATION:

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

1. Approve the Engineered Plans and Specifications prepared by Southern California Edison, AT&T, and Spectrum; and

1. d.
December 3, 2019

2. Approve a Public Works Agreement for the Placentia Transit Station Utility Relocation Project with Doty Brothers, Inc., for an amount of \$256,087.72; and
3. Reject all other bids received and authorize return of the bid bonds; and
4. Authorize the City Administrator to approve contract change orders up to 10% of the contract not-to-exceed amount or \$25,608.77; and
5. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

DISCUSSION:

The first phase of the planned Placentia Metrolink Station and Parking Structure Project (the "Project") involves the removal or relocation of five (5) utility poles and associated overhead utility cables. The relocation and undergrounding of these utility poles and overhead cables will facilitate the development of the planned parking structure as some of these utilities conflict with a portion of the planned parking structure improvements. The Project also provides substantial aesthetic benefits as well as improving the safety and welfare of the public by relocating some of these facilities below ground. The second phase of the Project involves a substantial amount of track and signal work required to operate a commuter train stop. The third and final phase of the Project entails the construction of the station and adjoining parking structure.

Staff worked with Southern California Edison, AT&T, and Charter Communication for preparation of the plans and specifications over the past two (2) years for undergrounding their facilities ahead of the planned construction of the parking structure . After receiving design and engineered plans from these agencies, Staff solicited competitive bids for this project. On October 10, 2019, four (4) bids were received, and the low bid was submitted by Doty in the amount of \$256,087.72.

The following four (4) bids were received on October 10, 2019:

	BIDDER	BID AMOUNT
1	Doty Bros. Equipment Company	256,087.72
2	Vantage Utility Services	383,293.00
3	Hot Line Construction Inc.	419,628.00
4	Par Electrical Contractors, Inc.	609,955.00

Staff reviewed the bid received from Doty Bros. and found it to be accurate and responsive. The total cost of the project amounts to \$281,696.49. This includes the bid amount submitted by Doty in addition to a 10% construction contingency. A reference check for Doty was conducted and those agencies surveyed provided good feedback regarding their quality of work and their responsiveness in resolving construction issues. As such, Staff recommends the City Council award a contract to Doty for construction of this project.

FISCAL IMPACT:

The total construction cost amounts to \$281,696.49. This cost consists of the bid amount submitted by Doty in the amount of \$256,087.72 and a 10% construction contingency amount of \$25,608.77. A total of \$825,198.77 has been carried forward from the FY 2018-19 CIP Budget and \$3,600,000 has been committed, but not appropriated for the construction of the Placentia transit station and the parking garage. As such, sufficient funds exist for the recommended actions.

Prepared by:



Masoud Sepahi, P.E.
City Engineer

Reviewed and approved:



Luis Estevez
Director of Public Works

Reviewed and approved:



Kim Krause
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Public Works Agreement with Doty Bros. Equipment Company

**CITY OF PLACENTIA
PUBLIC WORKS AGREEMENT FOR
PLACENTIA TRANSIT STATION UTILITY RELOCATION**

THIS AGREEMENT (herein "Agreement"), is made and entered into this 3rd day of December 2019 by and between the CITY OF PLACENTIA, a municipal corporation and charter city, (herein "City") and Doty Bros. Equipment Company, (herein "Contractor"). The parties hereto agree as follows:

WITNESSETH:

A. WHEREAS, City requires the construction of Placentia Transit Station Utility Relocation project 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 Doty Bros. Equipment Company a (California corporation, partnership, individual) located at 11232 E. Firestone Blvd., Norwalk, CA 90650.
- (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 City Engineer 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 Two Hundred Fifty Six Thousand, Eighty Seven Dollars, and Seventy two Cents (\$256,087.72) (herein "Contract Sum"), except as provided in Section 2.9. The City Administrator is authorized to approve change orders up to 10% of the contract, or not to exceed \$25,608.77. 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-five percent (95%) 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 five percent (5%) 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 December 3, 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:

Phil Dennis,
Vice President

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, INDEMNIFICATION AND BONDS

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, insurance 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 Community Development Director, 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 6.3 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 Labor and Materials and Performance Bonds. Concurrently with execution of this Agreement, Contractor shall deliver to City a labor and materials bond and a performance bond each in the sum of the amount of this Agreement, in the forms provided by the City Clerk, which secures the faithful performance of this Agreement. The bonds shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

6.5 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.

6.6 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-five percent (95%) 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 five percent (5%) 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 Council, 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 B). 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.: Masoud Sepahi, City Engineer

To Contractor: Phil Dennis, Vice President
11232 E. Firestone Blvd.
Norwalk, CA 90650

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, nor 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.

CITY OF PLACENTIA,
A municipal corporation and Charter City

Damien R. Arrula, City Administrator

Date: _____

ATTEST:

Robert S. McKinnell, City Clerk

CONTRACTOR

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

Project No. 5801

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Rosanna Ramirez, Director of
Administrative Services

Date: _____

**LABOR AND MATERIAL PAYMENT BOND
PUBLIC WORK (CALIFORNIA)**

KNOW ALL MEN BY THESE PRESENT:

WHEREAS, _____, as Principal, has entered into a contract dated _____, with the City of Placentia (Obligee) referred to and made a part hereof to perform the following work, to wit: _____ and all appurtenant work in accordance with PROJECT NO. _____, which requires Principal to file this bond to secure claims made in relation to the project.

NOW THEREFORE, we, _____, as Principal, and _____, a corporation organized under the laws of _____ and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of Placentia, as Obligee, and all sub-contractors, laborers, material persons and other persons employed in the performance of the referenced agreement, in the sum of _____ Dollars (\$ _____ .00), lawful money of the United States of America, for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

If the above bounden PRINCIPAL, his or its heirs, executors, administrators, successors, assigns, or any of his or its sub-contractors, fails to pay for any materials, provisions, provender, or other supplies, or teams, implements or machinery, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor to persons named in Section 9100 or the Civil Code, thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor deducted, withheld and paid over to the Employment Development Department from the wages of employees of the contractor and sub-contractors pursuant to Section 13020 of the Unemployment Insurance Code, that the SURETY on this bond will pay the same, in an amount not exceeding the sum specified in this bond, AND ALSO, in case suit is brought upon this bond, a reasonable attorney's fee, which shall be awarded by the court to the prevailing party in said suit, said attorney's fee to be taxed as costs in said suit and to be included in the judgment herein rendered.

As part of the obligation secured hereby, the SURETY shall not be exonerated or released from the obligation of the bond by any change, alteration, or modification in or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement or pertaining or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme of work of improvement, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under

any such contract or agreement, or under the bond, nor, where the bond is given for the benefit of claimants, by any fraud practiced by any person other than the claimant seeking to recover on the bond.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under the Civil Code so as to give them a right of action in a suit on this bond.

This bond is executed for the purpose of complying with the laws of the State of California and shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code of the State of California.

IN WITNESS THEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

Principal

By _____

Title

(Corporate Seal)

Principal

By _____

Title

APPROVED AS TO FORM:
/s/ Christian L. Bettenhausen
City Attorney

SUPPLEMENTAL INFORMATION TO BE COMPLETED BY PRINCIPAL

If an individual, so state. If a firm or co-partnership, state the firm and give the names of all individual co-partners composing the partnership. If a Corporation, state legal name of corporation; state also the names of the president, secretary, treasurer and manager thereof.

Business Address:

Telephone Number:

Date:

Print Name:

Principal

Signature:

Title

TAX IDENTIFICATION NUMBER

The Tax Equity and Fiscal Responsibility Act of 1982 requires the payer (City of Placentia) to report to the Internal Revenue Service taxable payments to payees.

You (as a payee) are required by law to provide us with your Taxpayer Identification Number (if an individual or partnership, your Social Security Number). If you do not provide us with your correct identification number, you may be subject to a penalty imposed by the Internal Revenue Service. The payments subject to withholdings may include, but are not limited to, interest, dividends, or other payments the City of Placentia and/or the Placentia Redevelopment Agency made to you. Other payments may include rents, royalties, commissions and fees for service of non-employees.

If you are exempt from income tax, we are still required, by law, to maintain a Tax Identification Number on file. **PLEASE PROVIDE YOUR TAX IDENTIFICATION NUMBER next to the appropriate listing below, sign, date and return to:**

CITY OF PLACENTIA FINANCE DEPARTMENT
401 E. Chapman
Placentia, CA 92870

Exempt: Yes___ No___ Telephone () _____

CORPORATION: _____

U.S.A. OR ANY AGENCIES THEREOF: _____

IRS CODE #501 TAX-EXEMPT ORGANIZATION: _____

A NON-COMMISSIONED CITY OF PLACENTIA EMPLOYEE: _____

SOLE PROPRIETOR: _____

A PARTNERSHIP: _____

OTHER: _____(Explain)

Signature/Title: _____ Date: _____

BID GUARANTEE

**TO THE CITY OF PLACENTIA
PROJECT NO. _____**

As a material inducement to the City to award the contract for Project No. _____ to _____, the undersigned ("Guarantor") has agreed to enter into this guarantee. The Guarantor hereby unconditionally guarantees to the fullest extent allowed by law the following work included in this project: _____ ("the work").

Guarantor guarantees that the materials and equipment used by itself and its subcontractors will be free from defects and that the work will conform to the plans and specifications. Should any of the materials or equipment prove defective or should the work as a whole, or any part thereof, prove defective for any reason whatsoever (except due to intentional torts by the City), or should the work as a whole or any part thereof fail to operate properly or fail to comply with the plans and specifications, Guarantor will, at the City's sole election: 1) reimburse the City, upon written demand, for all of the City's expenses incurred replacing or restoring any such equipment or materials, including the cost of any work necessary to make such replacement or repairs; or 2) replace any such defective material or equipment and repair said work completely, all without any cost to the City. Guarantor further guarantees that any such repair work will conform to the plans and specifications for the project. This guarantee will remain in effect for five years from the date on which the contracted for work is accepted for use by the City.

Guarantor understands and agrees that the City shall have the unqualified option to make any replacements or repairs itself or to have such replacement, repair, performed by the undersigned. The City shall have no obligation to consult with Guarantor before the City proceeds to perform any repair, replacement, or work itself. If the City elects to have Guarantor perform said repair, replacement, or work, Guarantor agrees that the repair, replacement, or work shall be performed within 15 days after receipt of a written demand from the City.

If the City elects to perform the replacement, repairs itself, Guarantor agrees to make reimbursement payment within 15 days after receipt of a written demand for payment from the City.

If the Guarantor fails or refuses to comply with this guarantee, the City shall be entitled to all costs and expenses, including attorneys and expert fees, reasonably incurred by reason of Guarantor's failure or refusal.

Guarantor _____ Date: _____

Contractor: _____ By: _____

Title: _____

STATEMENT OF NON-COLLUSION BY CONTRACTOR

The undersigned who submits herewith to the City of Placentia a bid or proposal does hereby certify:

- a. That all statements of fact in such bid or proposal are true;
- b. That such bid or proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;
- c. That such bid or proposal is genuine and not collusive or sham;
- d. That said bidder has not, directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the City of Placentia or of any other bidder or anyone else interested in the proposed procurement;
- e. Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid or proposal, or that anyone should refrain from bidding or withdraw his bid or proposal;
- f. Did not in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the bid or proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his bid or proposal price, or that of anyone else;
- g. Did not, directly or indirectly, submit his bid or proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member agent thereof, or to any individual or group of individuals, except to the City of Placentia, or to any person or persons who have a partnership or their financial interest with said bidder in his business.
- h. Did not provide, directly or indirectly to any officer or employee of the City of Placentia any gratuity, entertainment, meals, or anything of value, whatsoever, which could be objectively construed as intending to invoke any form of reciprocation or favorable treatment.
- i. That no officer or principal of the undersigned firm is related to any officer or employee of the city by blood or marriage within the third degree or is employed, either full or part time, by the City of Placentia either currently or within the last two (2) years.
- j. That no officer or principal of the undersigned firm nor any subcontractor to be engaged by the principal has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy or any other act in violation of any state or federal antitrust law in connection with the bidding upon award of, or performance of, any public work contract, with any public entity, within the last three years.

I certify, under penalty of perjury under the laws of the State of California, that the foregoing is true and correct and that this certification was executed:

On _____ at _____ California.

Firm _____

Street _____

City _____ State _____ Zip _____

(Signature)

(Print Name & Title)

**CITY OF PLACENTIA
PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENT: That,

WHEREAS, the CITY OF PLACENTIA (hereinafter called the "City") has awarded to _____, a California corporation (hereinafter "Principal"), an Agreement, dated _____, 20____ ("Agreement") whereby Principal agreed to provide construction services including _____;

WHEREAS, the Public Work to be performed by the Principal is more particularly set forth in the Agreement which is incorporated herein by reference and made a part hereof; and

WHEREAS, said Principal is required under the terms of the Agreement to furnish a bond for the faithful performance of the Agreement;

NOW, THEREFORE, we, _____, as Principal, and _____ as Surety, are held and firmly bound unto the City in the sum of _____ Dollars (\$_____) this amount being not less than one hundred percent (100%) of the total contract price under Agreement, lawful money of the United States of America for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, the obligation shall become null and void if the above-bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by well and truly keep and perform all the undertakings, terms, covenants, conditions, and agreements in the said Agreement and any alteration thereof, made as therein provided, all within the time and in the manner therein designated and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officer, agents and employees, as therein stipulated; otherwise it shall be and remain in full force and virtue.

As a part of the obligation secured hereby, and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred in successfully enforcing the obligation on the bond, all to be taxed as costs and included in any judgment rendered.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Agreement, the contract documents or of the work to be performed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extensions of time, alteration or modification of Agreement, the contract documents or of the work to be performed thereunder.

Surety's obligation shall be a guarantee of payment and performance and shall not be diminished by any bankruptcy or reorganization in bankruptcy or liquidation or the result of the foregoing or otherwise of Principal. Accordingly, the filing of any petition in bankruptcy or for rearrangement or reorganization or liquidation (or proceedings similar in purpose or effect) of Principal under any federal or state laws ("Insolvency Case") will not toll or delay the date due for payment or performance hereunder as more particularly specified in of the Construction Management Agreement. The City shall be not be required to await the outcome of an Insolvency Case or to enforce any of their respective rights under the Agreement, respectively, prior to obtaining payment in full from Surety. If for any reason payment received by the City in respect of the obligations of the Principal under the Agreement guaranteed pursuant to this bond is rescinded or must be returned or restored by the City, this bond shall be automatically reinstated and shall continue to be in effect as if such payment had not been made.

Collection of liquidated damages by City due to Principal's failure to timely achieve Substantial Completion shall not limit, modify, or act as an offset or credit against Surety's obligation to arrange for or cause the completion of the Public Work as and when required by the Agreement.

IN WITNESS WHEREOF three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety named herein, on the _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(Seal)
SURETY

(Seal)
PRINCIPAL

Project No. 5801

By _____

ADDRESS

By X _____
X _____

ADDRESS

APPROVED:

CITY ATTORNEY

Two (2) Notarized Signatures required from all Corporations.

INSTRUCTIONS

1. The above bond must be executed by both the Principal and the Surety.
2. If the Principal is a corporation, the bond must be executed in the corporate name and signed by the President or a Vice-President and the Secretary or Assistant Secretary, and the corporate seal affixed. If the Principal is a partnership, all partners must sign it. If the Principal is an individual doing business under a fictitious name, it must be signed by all persons having an interest in the business, and the fictitious name must be signed also. The bond must be notarized by both the Principal and the Surety.
3. The City Attorney of the City of Placentia must approve the bond.
4. The bond, after approval, must be filed with the City Clerk of the City of Placentia.

EXHIBIT A

SCOPE OF SERVICES

In general items of work consist of: Furnishing all labor, materials, tools, equipment, appurtenances and incidentals for providing undergrounding of all utility poles and accessories including, trenching, installation of conduits, excavation, backfilling, paving, coordination with all utility agencies, traffic control, installation of pull boxes, inspection, testing and construction all work in accordance to the project bid documents, plans, technical specifications and all other references as depicted in strict adherence to the latest building codes, City's standards and all other State and utility agency specifications.

Project No. 5801

EXHIBIT B
SCHEDULE OF PERFORMANCE

The Contractor shall complete all work in every detail within Sixty (60) Working Days from the date of the Notice to Proceed.

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. Contractors Pollution Liability Insurance

- Minimum Limits: \$1,000,000 per Pollution Incident; \$1,000,000 Aggregate;
- Coverage shall apply to pollution incidents at or from any location at which Contractor is performing work under this agreement.
- 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 shall be approved in advance by CITY. Contractor is responsible for any deductible or self-insured retention and shall fund it upon CITY written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving CITY.

- CITY shall be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of the Contractor. Additional insured status shall continue for one (1) year after completion of the work.
- The insurance provided to the additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by them.
- If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of work.
- The insurance shall be continued for one (1) year after completion of the work. If the insurance is on a Claims-Made basis, the continuation coverage may be provided by: (a) renewal of the existing policy; (b) an extended reporting period endorsement; or (c) replacement insurance with a retroactive date no later than the commencement of the work.
- Required Evidence of Coverage:
 1. Copy of the additional insured endorsement or policy language granting additional insured status;
 2. Copy of the endorsement or policy language indicating that coverage for the additional insureds is primary and non-contributory;
 3. Properly completed Certificate of Insurance.

E. Surety Bonds

- Bid bond.
- Performance and payment bonds for the entire contract price.
- The surety must be authorized to issue these bonds in the state of

California.

F. 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.

G. Documentation

- The Certificate of Insurance shall include the following reference:
**PLACENTIA TRANSIT STATION UTILITY RELOCATION, CITY
PROJECT # 5801**
- 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

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 PUBLIC WORKS

DATE: DECEMBER 3, 2019

SUBJECT: **PROFESSIONAL SERVICES AGREEMENT WITH DAVID VOLZ DESIGN, INC. FOR LANDSCAPE ARCHITECTURE DESIGN SERVICES FOR THE PARQUE DEL ARROYO VERDE RENOVATION PROJECT NO. 7902**

FISCAL
IMPACT: EXPENSE: \$123,899 PROFESSIONAL SERVICES AGREEMENT
BUDGET: \$150,000 FY 2018-19 CIP BUDGET (CARRY FORWARD)

SUMMARY:

On September 12, 2019, the City issued and publicly advertised a Request for Proposal (RFP) for professional landscape architecture design services for the Parque Del Arroyo Verde Renovation Project No. 7902 (the "Project"). This proposed Project will provide new playground equipment and expanded play areas, new park furnishings and security lighting, shade structures for play and picnic areas. It will also remove and replace broken concrete sidewalk panels and provide ADA accessibility improvements to ensure the park and playgrounds are fully accessible and provide minor cosmetic improvements to the restroom building.

Staff received eight (8) proposals, and after a thorough review selected David Volz Design (DVD), based upon their response to the requirements of the RFP, their qualifications, and their experience in designing park and playground improvements. The agreement with DVD will provide the City with engineered construction plans, technical specifications, and cost estimates (PS&E) in addition to construction support services. DVD will prepare two (2) park renovation conceptual plans based on Staff and Council's input for review and consideration by the City's Parks, Arts and Recreation Commission. Once their input has been received, DVD will complete the design package by Summer 2020, at which time the City will be able to advertise, bid, and construct the project. Due to the numerous well-qualified proposals received for this project, Staff also recommends creating a bench list of qualified landscape architects from which the City can solicit proposals for future park and playground renovation projects.

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Award a Professional Services Agreement for professional landscape architecture services for the Parque del Arroyo Verde renovation Project to David Volz Design for a not-to-exceed amount of \$123,899; and

1. e.
December 3, 2019

2. Authorize the City Administrator to approve contract change orders up to 10% of the contract not-to-exceed amount or \$12,389; and
3. Authorize the City Administrator and/or his designee to execute all the necessary documents, in a form approved by the City Attorney; and
4. Authorize the City Administrator to create a bench list of the top four ranked landscape architecture firms to provide these services on future park and playground renovation projects.

DISCUSSION:

The City Council budgeted a combination of Measure U Funds as well as park and recreation development impact fees and developer fees to renovate Parque del Arroyo Verde in the Fiscal Year 2019-20 Capital Improvement Program. The general scope of work proposed for this Project includes: replacement of existing playground equipment, expanded playground space, shade canopies and new park furnishings, new park security lighting, turf, landscaping and irrigation improvements, ADA compliance for ingress/egress, and removal and replacement of damaged sidewalk panels. Lastly, minor cosmetic improvements are planned for the existing restroom building. Staff publicly advertised a notice inviting proposals for professional landscape architecture design services for this project and on October 10, 2019, the City received a total of eight (8) proposals from well-qualified landscape architecture firms, all of whom have extensive experience in park and playground development. The Proposal Review Committee consisted of the Director of Public Works, the Interim Director of Community Services, and the Community Services Supervisor. The proposals were reviewed and scored based on the scoring criteria outlined in the request for proposals. the table below outlines the final scores and consultant rankings:

CONSULTANT	TOTAL COMBINED POINT SCORE	RANKING
David Volz Design	291	1
RHA Landscape Architects	290	2
Richard Fisher Associates	289	3
RJM Design Group	289	3
Landscape Dynamics	236	4
BMLA	236	4
Nuvis Landscape Architecture	244	5
KTU-A	250	6

David Volz Design (DVD) ranked first based upon their experience and expertise with similar projects and understanding of the work scope and approach of the City's proposed project. The contract scope of work (Attachment) to be provided by DVD include engineering design for all civil improvements and electrical improvements, and landscape architecture services for the playground and landscape/irrigation improvements. In addition, DVD will prepare two (2) conceptual park renovation plans based on input from Staff and Council for presentation at a regularly scheduled public meeting of the Parks, Arts and Recreation Commission for its

consideration and input. With the Commission's input and selection of a preferred conceptual plan, DVD will then prepare the final engineered plans and construction documents. DVD will be able to provide a complete bid package by Summer 2020 with an anticipated construction start date in September/October 2020.

Staff's cost estimate for these services amounts to \$140,000 which is based on an estimated 700 consultant hours dedicated to the project at an average hourly rate of \$200. Staff opened and reviewed the cost proposals for the top three ranked firms to analyze the resources allocated by each consultant to each project task to ensure the cost proposals received are reasonable for the services to be provided. Professional services agreements are awarded based on qualifications with the cost analyzed to determine if it is reasonable for the services to be delivered. Staff reviewed the cost proposal and resource allocation provided by DVD and found it to be appropriate for the services to be provided. The cost proposal breakdown provided by the top four ranked firms is outlined below:

CONSULTANT	COST PROPOSAL
David Volz Design	\$123,899
RHA Landscape Architects	\$82,675
Richard Fisher Associates	\$89,625
RJM Design Group	\$106,350

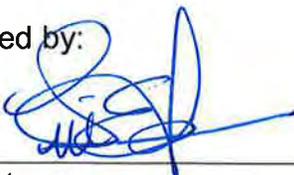
Based on the proposal provided and DVD's qualifications and references for similar projects, Staff recommends the City Council award this contract to David Volz Design. Based on the strong response from well-qualified companies to the City's request for proposal and close competition as evidenced by the scoring summary for all proposers, Staff also recommends that the City Council approve a bench list of the top four ranked firms noted above that the City can utilize for similar services on future park and playground renovation projects. This will allow Staff to solicit and negotiate project and cost proposals from these firms directly on the next park project and reduce the project delivery schedule.

FISCAL IMPACT:

The total cost for these services amounts to \$123,899. A total of \$150,000 in developer fees have been carried forward from the 2018-19 Capital Improvement Program Budget. As such, sufficient funds exist for the recommended actions.

An additional \$630,000 has been budgeted in the 2019-20 Capital Improvement Program Budget for the contraction and CA/CI costs associated with this project.

Prepared by:



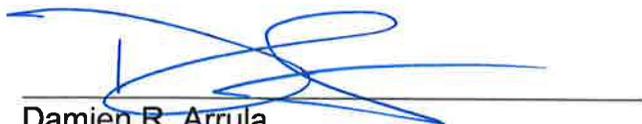
Luis Estevez
Director of Public Works

Reviewed and approved:



Kim Krause
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Professional Services Agreement with David Volz Design

**CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH
DAVID VOLZ DESIGN**

THIS AGREEMENT is made and entered into this 3rd day of December, 2019 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and David Volz Design, a California corporation ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to landscape architecture services for park and playground renovations, as more fully described herein; and

B. WHEREAS, Consultant represents that it is "design professional" as that term is defined by California Civil Code Section 2782.8 and has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

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

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the

work will be done by the City Administrator or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

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

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

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

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

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

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

independently applicable to any and all subcontractors that Consultant may engage during the term of this Agreement.

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A". Consultant's total compensation shall not exceed One Hundred Twenty-Three Thousand Eight Hundred and Ninety-Nine Dollars (\$123,899.00). The City Administrator is authorized to approve change orders up to 10% of the contract, or not-to-exceed \$12,389.

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described "SCOPE OF SERVICES", an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services.

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

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

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "A".

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of

performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 12 months, ending on December 31, 2020, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

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

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination within thirty-five (35) days after service of the notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant. City shall not be liable for any claim of lost profits.

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

5.0. INSURANCE

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

- (a) Broad-form commercial general liability, in a form at least as broad as ISO form #CG 00 01 04 13, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit. If Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Consultant.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, each incident for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California and Employers Liability Insurance with a minimum limit of \$1,000,000 per accident for any employee or employees of Consultant. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by

Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

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

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

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

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

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

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

- (a) Additional insureds: "The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured

retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Consultant's sole cost and expense."

- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Placentia, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Placentia shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Placentia, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

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

6.0. GENERAL PROVISIONS

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

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

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

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

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

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

IF TO CONSULTANT:

David Volz Design
151 Kalmus Drive
Costa Mesa, CA 92626
Tel: 714-641-1300

Attn: David Volz

IF TO CITY:

City of Placentia
401 E. Chapman
Placentia, CA 92870
Tel: 714-993-8148

Attn: Damien R. Arrula

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

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

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without

City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

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

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

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

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

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City but shall be made available to the City within ten (10) days of request or within ten (10) days of termination. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, preliminary notes and working documents, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

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

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

performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

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

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

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Consultant's Proposal.

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

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

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

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

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

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a

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

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

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

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

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

CITY OF PLACENTIA,
A municipal corporation

Damien R. Arrula, City Administrator

Date: _____

ATTEST:

Robert S. McKinnell City Clerk and ex-officio Clerk
of the City of Placentia

CONSULTANT

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Rosanna Ramirez, Risk Management

Date: _____

APPROVED AS TO CONTENT:

Luis Estevez, Project Manager

Date: _____

DEPARTMENTAL APPROVAL

Luis Estevez, Director of Public Works

Date: _____

EXHIBIT A
CONSULTANT'S PROPOSAL AND SCOPE OF WORK

October 10, 2019

Luis Estevez
Director of Public Works
City of Placentia
401 East Chapman Avenue
Placentia, CA 92870

Corporate Office
151 Kalmus Drive, Suite M8
Costa Mesa, CA 92626
714.641.1300

Coachella Valley Office
78060 Calle Estado
La Quinta, CA 92253
760.580.5165

San Jose Office
111 N. Market Street, Ste 300
San Jose, CA 95113
669.444.0461

**RE: PROPOSAL TO PROVIDE LANDSCAPE ARCHITECTURE DESIGN SERVICES FOR
PARQUE DEL ARROYO VERDE RENOVATION**

Dear Mr. Estevez,

We are looking forward to working with the City of Placentia. Our team of professionals has what it takes—expertise, enthusiasm, and exceptional service—to plan, design, and see to the successful completion of your projects.

Thank you for your consideration in selecting our team as your consultant.

Very truly yours,

DAVID VOLZ DESIGN



David J. Volz, L.A. # 2375
LEED Accredited Professional, QSD/QSP



COST PROPOSAL

David Volz Design proposes the following Not to Exceed fee schedule to provide the services identified in this proposal. The tasks listed below are offered at a fixed fee for the design services for identified program elements. The services included in this spreadsheet are project management, park design, and landscape architecture services.

Scope of Services

- Task 1 - Project Management, Meetings & Task Effort
- Task 2 – Preliminary Concept Plans
- Task 3 – Construction Documents
- Task 4 – Construction Assistance

	PR	DD/SLA	PP	CT	AD	Total	Fee
	\$220	\$193	\$135	\$121	\$110	Hrs	
Task 1 - Project Management, Meetings & Task Effort	16	8			4	28	\$ 5,504
Task 2 – Preliminary Concept Plans	8	48	8	48		112	\$ 17,912
Task 3 – Construction Documents	16	40	40	160	8	264	\$ 36,880
Task 4 – Construction Assistance	8	20	40	20	8	96	\$ 14,320
	48	116	88	228	20	500	\$ 74,616
Civil Engineering Services							\$ 40,848
Electrical Engineering Services							\$ 7,935
Reimbursable expenses, printing, copying, postage, etc.						Estimate	\$ 500

TOTAL PROPOSED DESIGN FEE \$ 123,899

ASSUMPTIONS:

1. Only services specifically noted in the scope of services are included in the fee schedule.
2. Proposal cost shall be fixed for one (1) year.
3. If needed the following services will be additional work items: specialty studies, environmental work, geotech report and stormwater reports. These services are not included in this proposal.
4. Further clarifications are in subconsultants proposals attached.
5. Restroom AA improvements are contemplated to include minor upgrades to fixtures and interior furnishings based upon the city CASp consultants recommendations. Structural or architectural improvements are not included in this scope of services.



SCOPE OF SERVICES

SCOPE OF SERVICES

NV5 has reviewed the RFP issued by the City. In addition, we have performed a job-site walk to make ourselves completely familiarized with the project goals and requirements. This groundwork provides a comprehensive understanding of key issues anticipated for the requested professional services and will enable our team to promptly and efficiently execute the civil engineering design services for the proposed project.

We have a thorough understanding of the requested professional services, project requirements and demands. The anticipated scope of work in general includes the preparation of conceptual designs for the renovation of the **Parque del Arroyo Verde Renovation Project** in the City of Placentia as well as the preparation of engineered plans and bid specifications for various park and playground improvements.

MEETINGS & COORDINATION

We will attend a Kick-Off Design meeting with the client and coordinate all conceptual design activities:

- A. Review all received as-built plans, utility and field reconnaissance information, including field measurements and site photos.
- B. Review project conceptual design requirements and procedures.
- C. Conduct meetings during the conceptual design and final design process with the client as required to review the current work progress, project schedule, discuss and resolve project related issues (a total of two (2) meetings is allocated).

OBTAIN & REVIEW DOCUMENTS/AS-BUILT PLANS

We will obtain and review available information pertinent to the project such as the existing as-built plans and utility plans.

FIELD SURVEY

We will conduct a field survey and provide the following design survey information as needed:

- A. Prepare a topographic survey extending through the project area to establish horizontal and vertical controls.
- B. Plot the detailed survey notes and electronic mapping files at 40 scale using CAD on 24" x 36" sheet identifying all existing conditions.

CONCEPTUAL PLAN (GRADING PLAN)

Obtain the conceptual site plan for the project from David Volz Design (DVD) and prepare conceptual/preliminary grading plan for the site. We will review the preliminary plans and information with the Client.

FINAL PLAN (GRADING PLAN)

Subsequent to selection of the final concept plan by the City, we will coordinate with DVD and prepare a final grading plan for the site. The plan will include the playground and walkway areas.

BID AND CONSTRUCTION SUPPORT SERVICES

NV5 will review and provide responses to Requests for Information during bid and construction phases. We will be available to attend field meetings if necessary (total of two meetings allocated).

Thank you for the opportunity to propose on this project. Should you have any questions about this proposal, please do not hesitate to call.

Sincerely,



David Niknafs, PE
Director of Transportation

PN: P27019-0006914.00



Jeffrey M. Cooper, PE
Director of Infrastructure

COMPANY INFORMATION/CONTACT

Name: NV5, Inc.
Address: 163 Technology Drive, Suite 100,
Irvine, CA 92618
Telephone Number: (949) 585-0477
Email of Contact: david.niknafs@nv5.com

COST PROPOSAL

FEE PROPOSAL Parque Del Arroyo Verde Renovation Project		
Task	Description	Fee
1	Meetings & Coordination	\$2,540
2	Obtain & Review Documents/As-Built Plans	\$1,860
3	Survey	\$9,900
4	Prepare Conceptual/Preliminary Grading Plan	\$9,910
5	Final Grading Plan	\$5,620
6	Prepare Specifications	\$1,950
7	Prepare Cost Estimate	\$2,300
8	Bid & Construction Support Services	\$1,440
TOTAL		\$35,520

Exemptions & Exclusions:

- (1) Geotechnical investigation.
- (2) Potholing of utilities.
- (3) Water Quality, hydrology, hydraulic analysis and report.
- (4) Electrical, Mechanical, and Structural Engineering services.
- (5) Application fees, permit fees, or any other fees required for the project.



DESIGN WEST ENGINEERING

Date: September 23, 2019

Company: David Volz Design
151 Kalmus Drive
Costa Mesa, CA 92626

Attention: **Jamie Graham**

Subject: **Parque Del Arroyo Verde Renovation**
Our Proposal #P-1913212

Project Scope

Electrical plans and specifications for the Parque Del Arroyo Verde Renovation project. Scope is to include new security walkway and parking lot lighting. Existing electrical service to be reused and new circuits added as required.

Drawing Design Format

Software used to for construction drawings will be based on the following:

AutoCad® version 2016 or later

Provided By Client

- 1) Record drawings of existing electrical systems
- 2) Project street address
- 3) Computer drawings files and associated support files as well as drawing format requirements
- 4) Catalog cuts and/or number of specific fixtures and/or equipment requested by your office and/or owner
- 5) Requirements of all equipment specified by your office and/or other consultants to be connected to mechanical, plumbing or electrical service
- 6) Format for book form specifications including font type, header and/or footer layout
- 7) Name, address and telephone number of any available project contacts (i.e. additional consultants, plan check, owners representative)
- 8) Restrictions or requirements to the property put in effect through conditional use permits or other likewise attachments to this property
- 9) 30-Day load recordings for requested electrical panels intended to be reused and 12 months of electric utility bills for verification of existing peak demand on main service



Services Included

- 1) (1) Pre-design site visit as required for verification of existing conditions
- 2) Electrical specifications provided in book format
- 3) State of California Board of Professional Engineers & Land Surveyors Electrical stamp and signature
- 4) Completion of applicable governing agency comments (plan check comments)
- 5) Electrical site plan including the following:
 - a) Site lighting layout, circuiting, and control wiring diagram for general lighting purposes
 - b) Point by Point of site lighting foot candle levels as necessary to comply with plan check requirements
 - c) Schedule of lighting fixtures
 - d) Title 24 lighting compliance forms
 - e) Coordination with existing electrical service and panelboards
 - f) Distribution and branch panel locations
 - g) Single line diagram
 - h) Load schedules
 - i) Voltage drop calcs
- 6) Construction administration support services:
 - a) Provide response to RFIs to Architect
 - b) Review and return to the Architect, shop drawings and submittals
 - c) Final site visit with "punch list"

Services Not Included

- 1) LEED Documentation, Credit Analysis or Credit Templates
- 2) CalGreen Commissioning and/or Title 24 acceptance testing services
- 3) Verifying locations of existing underground utilities which transit the site
- 4) Background generation
- 5) Upgrade to the existing electrical service due to either insufficient capacity or inadequate condition.
- 6) Site lighting pole base structural calculations and associated fees
- 7) Special effect lighting systems such as Stage and Theatrical lighting
- 8) Temporary power design
- 9) Load monitoring of existing electrical systems
- 10) Circuit tracing of existing circuits and/or feeders
- 11) Lightning protection and cathodic protection design
- 12) Public street lighting, traffic control and offsite utilities
- 13) Application or documentation for rebate program(s) other than listed in scope
- 14) Revisions to our plans after plan check approval due to changes in design, such as floor plan and site plan modifications, or additional scope changes
- 15) Attendance at pre-job walk
- 16) Construction contract bid negotiation process
- 17) Construction site visit(s) other than listed in services included



- 18) Estimate of probable construction cost and/or quantity take-off
- 19) Printing of drawings and specifications for submission to bidding contractors
- 20) Calculation of plan check and/or building permit fees or payment thereof
- 21) Delivery of plans to City or County agencies
- 22) Construction contract bid negotiation or review
- 23) Electrical Engineering services other than those listed in the scope of work and services included
- 24) Arc flash hazard analysis and protective device coordination study
- 25) Preparation of record/AS-built drawings
- 26) Preparation of multiple drawings or drawing set for separate construction phasing unless specifically indicated in Project Scope or Services Included

Fee

We propose to provide Electrical Engineering services for subject project for the sum of **\$6,900.00**.

Line Item not included in total:

Structural Calcs \$1,200.00 _____ Initial

Notes:

- 1) Attendance at design meetings, other than listed above, will be performed for the additional fee \$750.00 of per meeting up to two hours. Meeting time in excess of two hours will be billed at \$150.00 per hour.
- 2) Attendance at site meeting(s), other than listed above, will be performed for the additional fee of \$750.00 per trip for up to two hours. Site meeting time in excess of two hours will be billed at \$150.00 per hour.
- 3) Attendance at site meeting(s) other than listed above, requiring an employee to be on the clock for a period of more than ten hours consecutively, will be performed for the additional fee of \$750.00 per trip. This fee includes the price of transportation, meals and lodging.
- 4) Design West Engineering shall be provided by the client such information as is available to the client and the clients' consultants and contractors, and shall be entitled to rely upon the accuracy and completeness thereof.
- 5) Design West Engineering's fees are based on the understanding that the existing utilities and equipment have adequate capacity unless noted otherwise above. Any additional engineering required for upgrade will be provided at our regular hourly rates. Any services required during construction, outside of those listed previously, will be performed at our regular hourly rates.
- 6) In the event that either party to this contract brings action to enforce this contract, the prevailing party shall recover its attorney's fees and cost from the losing party.





Reimbursable Expenses

The following expenses, if incurred and paid by consultant while rendering services under this agreement shall be reimbursed by the client:

- 1) Reproduction expenses over and above standard design development coordination
- 2) Travel expenses for mileage, which shall be billed at \$.56/mile
- 3) Postage, shipping and handling of any requested expedited delivery
- 4) Outside services or consultants as required and approved in advance
- 5) Other such expenses as may be approved in advance

All reimbursable expenses shall be approved in advance, however, no reimbursable expenses are anticipated on this project. Travel expenses are included in the base fee.

Terms

Project will be billed on a progressive billing schedule, invoices due net 30 days.

We reserve the right to present a "Seven Day Notice of Cancellation of Services" and suspend all work on this project should the aforementioned terms be in default, until receipt of all delinquent items.

If above stated terms are agreeable, please sign and return one copy of this proposal to our office. If this agreement is not signed and returned and we are asked to proceed with the project, all conditions contained herein shall constitute a contract for services. Design West Engineering reserves the right to revise the fee stated herein if not accepted within a period on 60 days from the date of the proposal.

We appreciate the opportunity to work with you on this project. We look forward to your response.

Respectfully,

Roy Morales

Design West Engineering

Accepted by (Signature): _____

Accepted by (Print): _____

Date: _____

Client Job Number _____

DWE Proposal Number P-1913212



October 10, 2019

Luis Estevez
Director of Public Works
City of Placentia
401 East Chapman Avenue
Placentia, CA 92870

Corporate Office
151 Kaimus Drive, Suite M8
Costa Mesa, CA 92626
714.641.1300

Coachella Valley Office
78060 Calle Estado
La Quinta, CA 92253
760.580.5165

San Jose Office
111 N Market Street, Ste 300
San Jose, CA 95113
659.444.0461

**RE: PROPOSAL TO PROVIDE LANDSCAPE ARCHITECTURE DESIGN SERVICES FOR
PARQUE DEL ARROYO VERDE RENOVATION**

Dear Mr. Estevez,

Parque Del Arroyo Verde is in need of a major renovation. Upgrades to the offerings and infrastructure are needed in each of the park's areas. The David Volz Design team has a long resume of outstanding park refurbishment projects. DVD has provided complete makeovers for large parks creating new recreation offerings, providing up to date access opportunities, and updating the viability of park infrastructure. We are currently working on large park refurbishment projects in Yorba Linda, San Dimas, L.A. City and Costa Mesa. DVD just completed several community park renovation projects: a 5-year \$5 million update of South Gate's 100-acre community park, and last year Orangewood Park in West Covina was completely rebuilt into a stellar community facility. A ten-million-dollar makeover designed by DVD of Fremont Park, Glendale's oldest park, will be under construction by the end of the year.

DVD is well prepared to work with you and your staff to design a comprehensive refurbishment plan that will provide updated recreational opportunities, sustainable improvements, and maintenance upgrades that will enhance Parque Del Arroyo Verde's value to the community of Placentia. We are adept at developing construction documents that ensure high quality construction with minimal change orders on refurbishment projects.

We have identified in this proposal several recent and ongoing projects for you to review. As you review our expertise and experience, please consider the unique and proven benefits of David Volz Design.



- 1. EXPERIENCE ON SIMILAR PROJECTS** – DVD has been commissioned to lead the design process for hundreds of public park renovation projects. This work has resulted in accolades from community groups and design awards. The public projects we have been working on recently include: refurbishment of four parks in Irvine, the design of two parks in Lawndale, several parks in Anaheim, four parks in Lynwood, Costa Mesa's Jack Hammett park, San Juan Capistrano's Los Rios Park, a renovated park for West Covina and beautiful new pathways, band shelter, lighting, infrastructure and gardens for the South Gate Community Park. Also, the City of Stanton recently opened the award-winning DVD designed 11.5-acre Stanton Central Park. This park was a featured stop on last year's CPRS Park Operations Tour.

- 2. QUALIFICATIONS OF THE DESIGN TEAM** – I, David Volz, will lead the design input process. My firm has specialized





in the delivery of public projects including dozens of CPRS and APWA Award-winning parks. Mr. Gary Vasquez, DVD's Director of Design, will provide the creative flair that makes DVD's parks special places for play and recreation. Together, we will lead a team of landscape architects who are dedicated to public landscape design and who have extensive park planning experience.

3. **REFERENCES** – We have included ten specific client references; city officials who have direct experience with the DVD team on similar projects. Also, in the appendix section, we have included letters and quotes of recommendations from recent public agency clients who have high praises for our firm.
4. **RESPONSE TO THE PROJECT CHALLENGES** – The design expertise required for the planning renovation design at Parque Del Arroyo Verde is matched by DVD's offerings in this proposal. Our team has carefully reviewed the park site, identified development opportunities and provided, in this proposal, a proven strategy for developing an inspired program for park revitalization. Park planning is our passion and we will provide outstanding service on this important commission.

David Volz Design has a very creative park planning team who has designed hundreds of community parks and public landscapes. Our desire to be Placentia's design partner for the development of this Renovation Plan will be evidenced in our energy and enthusiasm every step of the way.

My firm and I look forward to working with the Placentia Public Works on this exciting and important park project.

This proposal is valid for 120 days.

Very truly yours,

DAVID VOLZ DESIGN

David J. Volz, L.A. # 2375
LEED Accredited Professional, QSD/QSP

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Los Rios Park, City of San Juan Capistrano

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DAVID VOLZ DESIGN FIRM PROFILE



PLANS, DESIGNS + MANAGES THESE PROJECT TYPES:

Demonstration gardens, mitigation + restoration landscapes
 Nature parks, interpretive gardens + wilderness camps
 Streetscape development + redevelopment
 Community, neighborhood + mini-parks
 Facility master plans + feasibility studies
 School fields + campus planning
 Irrigation renovation + redesign
 Design guidelines + standards
 Sports parks + stadiums
 Grant applications



LEED Accredited

“DVD continues to build its reputation on creativity and service in the design of outstanding public spaces. We strive to create the highest quality environments for our clients’ communities and neighborhoods. We work with public agencies and the people they serve to develop innovative landscapes of outstanding beauty.”

David Volz, President
 RLA, LEED AP, QSD/QSP

DAVID VOLZ DESIGN LANDSCAPE ARCHITECTS, INC.

www.dvolzdesign.com | Founded in 1997 | SBE

Corporate Office:

151 Kalmus Drive, Suite M8
 Costa Mesa, CA 92626
 Phone: 714-641-1300
 Fax: 714-641-1323

Email: dvd@dvolzdesign.com

Hours of Operation: 8:30am - 5:30pm

La Quinta Office:

78060 Calle Estadio
 La Quinta, CA 92253
 Phone: 760-580-5165

San Jose Office:

111 N. Market Street, Suite 300
 San Jose, CA 95113
 Phone: 669-444-0461

Contact Person:

David Volz, President
 151 Kalmus Drive, Suite M8, Costa Mesa, CA 92626
 714-641-1300
dvolz@dvolzdesign.com

S-Corporation - California | 20 years in business | 10 employees
 David Volz RLA#2375 | Gary Vasquez RLA #3883
 DVD has never filed for bankruptcy | Wholly-owned Business

David Volz Design (DVD) is committed to the creative design of outstanding public spaces. We develop landscapes, parks, sports fields and streetscapes to meet the specific needs of their communities. DVD designs special environments for those who seek recreation in a beautiful setting: wonderful natural environments for those who are simply looking for respite, and for those who pursue recreation and competitive athletic endeavors on the playing field. Our firm capitalizes on what the site and nature has to offer. For all of our commissions, we work to enhance the site's use, working within environmentally sound parameters while taking full advantage of the site and its surroundings to best service the community's needs.

Ever mindful of our role as stewards of the land, DVD's design philosophy includes careful consideration for realistic maintenance requirements and construction cost parameters. Our company understands the importance of protecting the environment, protecting our resources and the health of future generations. DVD is proud to be a LEED Accredited and a Qualified Stormwater Designer QSD company. We understand the commitment we have to the public to deliver quality projects that offer a high return for the public funds invested; projects that can be maintained and deliver a lifetime of service to the communities they are built for.

Our philosophy also embraces any opportunity to interact with the public to create environments that meet their needs. DVD's proven outreach approach has often been the catalyst for our most successful projects. Our proven approach and input we receive provides the inspiration that leads to creative and innovative solutions.

Parks and greenspaces designed by our firm have received awards and accolades from community groups, civic organizations, the American Public Works Association, the California Parks and Recreation Society and the National Recreation and Park's Society. In fact, last year two of our park projects won Award of Excellence honors from CPRS — the highest award given in their categories.



Join us on Facebook
 & Instagram @
 DavidVolzDesign



SUBCONSULTANT FIRM PROFILE

The logo for CivilSource, featuring the word "CivilSource" in a white, sans-serif font on a dark brown rectangular background.

An **N|V|5** Company

9890 Irvine Center Drive
Irvine, CA 92618
Tel: 949.585.0477
www.nv5.com

NV5/CIVILSOURCE, INC. (Civil Engineering) was acquired by NV5 in December 2016 to elevate the infrastructure platform in southern California. CivilSource, established in 2006 and located in Irvine, California, is a civil engineering consulting firm serving municipal, special district, industrial and private sector clients. CivilSource's large public client base includes 23 of 34 cities in Orange County and 22 of 88 Los Angeles counties, geographic regions with very high barriers to entry. The firm specializes in capital improvement projects and in the provision of comprehensive design and program management services on roadway, highway, and streets projects, as well as water and wastewater, flood control, and facilities projects. The staff includes licensed engineers and architects, certified inspectors, geotechnical surveyors and experienced public works professionals.

We offer a large network of professional consultants with expertise in a variety of engineering fields. Our staff and network include licensed engineers and architects, certified inspectors, geotechnical surveyors and experienced public works professionals. Our clients can rest assured that any given problem, regardless of project size or complexity, will be resolved by skilled and professional individuals. Offering a large network of professionals with expertise in a variety of engineering fields, our team includes licensed civil and geotechnical engineers, certified inspectors, surveyors, and experienced public works professionals. Our mission is to provide exceptional client service, in a cost effective and innovative manner, which guarantees quality and responsive service.



DESIGN WEST ENGINEERING

275 Hospitality Lane, Suite 100
San Bernardino, CA 92408
Tel: 909-890-3700
www.designwesteng.com
SBE #47289

DESIGN WEST ENGINEERS, INC (Electrical) is a full-service Mechanical, Electrical, Plumbing and Energy Consulting Firm. We are founded on the philosophies of second-to-none service, environmental sensibility, and commitment to forward-thinking innovation. Established in 2000 and centered on these ideas, we have quickly grown to become one of Southern California's most prominent and the Inland Empire's largest MEP firms. Our office currently maintains 30 employees.

We offer a diversified range of practical experience in municipal, educational, green-building, transportation, medical, commercial, and residential building sectors. Our highly qualified and innovative engineers work in a multi-disciplined environment, each familiar with overall project requirements in addition to their specific area of expertise. We offer you the most up-to-date expertise in the latest technologies to maximize your project's potential.

Together, we approach your project and its difficult challenges using well-designed, efficient, cost effective solutions that are tailored to your environment concerns, longevity, and constructability.

PROJECT TEAM

City of Placentia
Parque del Arroyo Verde
Renovation Project

David Volz Design
Landscape Architects, Inc

David Volz
RLA #2375, LEED AP, QSD/P
Principal in charge

Gary Vasquez
RLA #3883
Senior Landscape Architect / Director of Design

Paul Cassar
Project Manager

Yvonne Kan
Project Designer

Duane Tut
Project Designer

Luis Pedraza
Project Designer/CAD Technician

Dana Bull
Project Designer/CAD Technician

CivilSource / NV5
Civil Engineer

David Niknafs, PE
PE42697
Director of Transportation & Engineering

Art Biscocho
Civil Design Engineer

Andrew Riecken, LSIT
Survey

Design West Engineering
Electrical Engineer

Leo Maya, P.E.
E19480
Senior Electrical Engineer

Roy Morales, P.E.
*Project Manager / Senior
Electrical Designer*

David Volz Design provides award winning park planning and landscape architectural services to our public entity clients. We provide feasibility studies, concept and master planning as well as comprehensive construction plan development and project review services. We are a resource to the many public agency clients we have the honor to be contracted with.

Our firm is a California corporation, the principals are David Volz, RLA, QSP/D, LEED AP and Gary Vasquez, RLA. Our project professionals include landscape architects with advanced degrees and horticultural backgrounds and qualifications that make delivery of outstanding public projects possible. Landscape Architects and degreed design professionals include Paul Cassar, Yvonne Kan, Luis Pedraza, Dana Bull and Melissa Langer.

Our creative designers have the background and expertise to deliver outstanding landscape architecture services for your city's project. For this work, we have assembled a highly qualified team of landscape architects and specialized design consultants. The team will deliver:

CREATIVITY - We will provide you with unique and innovative solutions which will meet and exceed the expectations of the city. The project designs we put forward will creatively address the sites' development requirements, sustainability, the unique relationship to the nearby neighbors, program priorities, accessibility and recreation balance.

COMMUNICATION - DVD will continually keep you and your staff informed from the start and throughout all the projects' phases. Communication will be consistent and clear with all parties through completion of project.

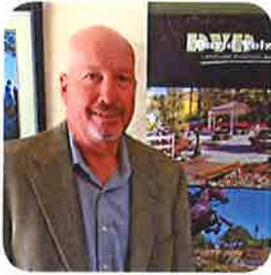
EXPERIENCE - DVD will provide a design team that has a history of working successfully with cities as an extension of Staff and providing project design and coordination in the development of dozens of award winning projects.

INTEREST IN YOUR PROJECT - DVD is ready to take on your projects and bring them to successful completion. DVD is focused on delivering outstanding public facilities to communities throughout California. Our team is dedicated to the success of your projects!

David Volz Design looks forward to a long relationship with your city. We are committed to delivering high quality services, designs, reports, documents, and support to the city. The DVD key team members are experienced and talented professionals and they will be supported by a team of licensed landscape architects, several very capable designers, sub consultants, and support staff.

DVD

DAVID VOLZ RESUME



PRINCIPAL IN CHARGE

DAVID VOLZ, Principal in Charge, has over 30 years of experience in the design of successful public landscapes, streetscapes and parks. He has managed public design projects including the master planning, design, and

construction of municipal projects for more than 100 public agencies in California. Mr. Volz has a broad base of experience focused in the development process from inception through master plan development, construction document preparation, contract administration, and on-site inspection.

His extensive knowledge of landscaping materials and vegetation is often called for at commission meetings and in council reports for agencies he has served. He has comprehensive experience in storm water treatments, habitat restoration, walking trails and water conservation.

He has an excellent reputation for facilitating community outreach programs for park design through the public input process. The public workshop process for park design is a concept that he always encourages. The opportunity to get first hand insights from users, neighbors, and the public in general is always beneficial in the design of public projects.

Several of Mr. Volz's most successful park projects have benefited from the ideas and energy that were put forth at public input sessions. Public landscape, streetscape and park project experience is Mr. Volz's design focus. Serving in various capacities from principal-in-charge to designer, he has overseen scores of award-winning projects for cities, school districts and public agencies throughout California.

EDUCATION

BS, Landscape Architecture, 1981
California State Polytechnic University, Pomona

Graduate Studies, Computer Applications for
Landscape Architecture, 1981,
California State Polytechnic University, Pomona

REGISTRATION

Landscape Architect, California #2375, 1983
Landscape Architect, Nevada #499, 1996
LEED Certified, 2008
Qualified Stormwater Professional, QSD/QSP, 2015

ROLE:

Principal in charge, worked with the client to determine goals, presented on multiple occasions to the community and council/ commission, and served as quality control of other professionals responsible for delivering concept plans and construction documents.

RECENT PROJECT EXPERIENCE

VERDUGO NORTH PARK MASTER PLAN

Client: City of Glendale

The intent is to provide a safe and fun and all-inclusive play space along with new park buildings, a parking lot and community facilities, and other new improvements at this important and well-used park.

Client Contact: Peter Vierheilig, Project Manager, (818) 937-8263
PVierheilig@glendaleca.gov

TWO POCKET PARKS

Client: City of South Pasadena

The Berkshire and Grevelia lots have been purchased and the neighborhood has given initial ideas for the conversion of these properties to pocket parks. David Volz Design is well prepared to bring to life the exciting park facilities that the neighbors envisioned for their community.

Client Contact: Shelia Pautsch, Community Services Director, (626) 403-7362, spautsch@southpasadenaca.gov

BEACH BOULEVARD MEDIANS

Client: City of Stanton

Beach Boulevard is a main thoroughfare in Stanton running for 3 miles, the entire length of the city. The design team coordinated with Caltrans and city departments for the median landscape improvements, creating a bold statement.

Client Contact: Jim Box, City Manager
(714) 379-9222 x277, jbox@ci.stanton.ca.us

WASHINGTON BLVD & I-5 ON RAMP

Client: City of Commerce

The City desires to install aesthetic improvements at the I-5/Washington Boulevard interchange, primarily consisting of landscaping, bridge painting, and a monument sign.

Client Contact: Maryam Babaki, Director Public Works, (323) 722-4805 Ext 2337, mbabaki@ci.commerce.ca.us

GARY VASQUEZ RESUME



SENIOR PROJECT MANAGER / DIRECTOR OF DESIGN

GARY VASQUEZ, Senior Project Manager, provides senior design leadership as a result of 20 years of experience designing multi-

faceted projects throughout California. His design abilities have proven to be not only innovative and unique, but award-winning. He will work under the direction of David Volz providing creative design solutions to the challenges and opportunities that arise. Mr. Vasquez has provided high quality project management on many of our firms' most successful and highly acclaimed park projects.

Mr. Vasquez is a key figure in our community outreach program. He successfully integrates the ideas generated through the public input process to create the master plan. This dedication to ensuring the community's input has led to extremely successful projects.

He has extensive experience in the development process from inception through master plan development, construction document preparation, contract administration, and on-site inspection. He ensures adherence to established project budgets, schedules and cost agreements. His expertise in concept development graphic illustration techniques and project planning. His broad knowledge of construction detailing, planting design and irrigation equipment anchor his approach to high quality project delivery.

His recent projects include project management, design, construction drawings and construction oversight and landscape plans for several projects.

EDUCATION

MLA, Landscape Architecture, 1989
California State Polytechnic University, Pomona

BS, Ornamental Horticulture, 1986
California State Polytechnic University, San Luis Obispo

REGISTRATION

Landscape Architect, California, #3883, 1992

ACCOMPLISHMENTS

Design of the Year Award, APA 2010

ROLE:

Director of Design, worked extensively on the development process from inception through master plan development, construction document preparation, contract administration, and on-site inspection. He managed the project to ensure adherence to established project budgets, and schedules.

RECENT PROJECT EXPERIENCE

DIAMOND BAR BOULEVARD / GRAND AVENUE STREETScape

Client: City of Diamond Bar

Cut steel panels, big timber rails, detailed crosswalks and sidewalks, and a foothill landscape design give great character to the main thoroughfare and hearken back to the ranchland history.

Client Contact/Title: Bob Rose, Director of Community Services, (909) 839-7061, brose@diamondbarca.gov

TURF MEDIAN REPLACEMENT

Client: City of Norwalk

This EEMP grant funded project included the removal of turf and replaced with low water use and drought tolerant plantings within medians and side panels.

Client Contact: Christine Roberto, Public Services Manager, (562) 929-5708, croberto@norwalkca.gov

HOLLYDALE COMMUNITY PARK

Client: City of South Gate

This park will be fully refurbished with new open play fields, community center, play spaces, picnic grounds and ball courts to provide a wonderful greenspace and needed recreational opportunities.

Client Contact: Paul Adams, Director of Parks and Recreation, (323) 563-5478, padams@sogate.org

FREMONT PARK

Client: City of Glendale

The park's ambiance and the many gathering spaces within the park will be enhanced by new synthetic turf soccer fields, community center, play spaces, picnic grounds, ball courts, and new lighting.

Client Contact: Shahan Begoumian (818) 548-2000, Sbegoumian@ci.glendale.ca.us



PAUL CASSAR RESUME



PROJECT MANAGER

PAUL CASSAR, Project Manager, has more than 13 years of experience in landscape architecture working on projects for public agencies. His design expertise ranges from recreational

parks to streetscapes, school sites, as well as city design guidelines.

A benefit to Mr. Cassar's design ability is his attention to detail and his knowledge of playground design, the latest construction practices and materials, ADA accessibility concerns, and his experience in the installation of hardscape, softscape, and irrigation systems. He brings field investigation, research, and communication experience to each of our projects.

Mr. Cassar has been a key figure at DVD in coordinating design development plans and carrying them through construction drawings. He is known for his ability to collaborate with a variety of clients, architects, engineers and designers and to successfully manage projects from beginning to end.

He ensures adherence to established project schedules and cost agreements, and monitors production for delivery of the highest quality products to clients. He cooperates well with staff, clients, and agencies to create successful products and works closely with contractors during construction. He is typically responsible for plan checking to ensure the successful completion and delivery of projects.

He utilized his expertise in a wide variety of projects including the Los Rios Park in San Juan Capistrano, Balboa Boulevard in Newport Beach and El Cariso Regional Park in the County of Los Angeles. In addition, the Maryland Avenue Park he collaborated on in Glendale won the APWA 2014 Project of the Year Award for Recreation and Athletic Facilities.

EDUCATION

BS, Landscape Architecture, 2005
California State Polytechnic University, Pomona

ROLE:

Project Manager, worked extensively on the development process from inception through master plan development, construction document preparation, contract administration, and on-site inspection. He managed the project to ensure adherence to established project budgets, and schedules.

RECENT PROJECT EXPERIENCE

FREMONT PARK

Client: City of Glendale

The park's ambiance and the many gathering spaces within the park will be enhanced by new synthetic turf soccer fields, community center, play spaces, picnic grounds, ball courts, and new lighting.

Client Contact: Shahen Begoumian
(818) 548-2000,
Sbegoumian@ci.glendale.ca.us

MILES AVENUE TURF REDUCTION

Client: City of La Quinta

The new street median island landscape along Miles Avenue will set a precedent for a new beautiful water thrifty and desert efficient landscape.

Client Contact/Title: Nick Nickerson, Project Manager, NAI Consulting, (760) 323-5344,
nnickerson@naiconsulting.com

STANTON CITY HALL

Client: City of Stanton

DVD was commissioned to update the look of the plaza and City Hall building facade to create a more welcoming area with covered entryways, new pavement and a reconsidered landscape.

Client Contact: Jim Box, City Manager
(714) 379-9222 x277, jbox@ci.stanton.ca.us

VALLEY VIEW MEDIANS

Client: City of Cypress

The lawn and aging irrigation system along this important thoroughfare will be redesigned. David Volz Design will prepare the plans for a bold and exciting streetscape with a water saving plant palette and a low maintenance irrigation system.

Client Contact: Nick Mangkalakiri, Senior Civil Engineer, (714) 754-5291,
nmangkal@cypressca.gov

YVONNE KAN RESUME



PROJECT DESIGNER / CAD TECHNICIAN

YVONNE KAN, Project Designer, has worked as part of the David Volz Design team since 2017. She has experience in many aspects of the public landscapes design

process including conceptual planning, planting design, irrigation design, and community presentation techniques.

Ms. Kan is extremely knowledgeable in drafting construction documents and understands exactly what information contractors will need. Her abilities include computer graphic skills, writing and composition, and an aptitude for tackling challenging tasks with timely completion of duties. She is typically responsible for plan checking to ensure consistent update of plan details from client requests.

Ms. Kan's years of landscape architectural experience includes design management of public, commercial and housing developments. Not only does she understand and work on the design and construction process but she is excellent at analyzing data from our community input charrette process to help form a common goal of what the community desires.

EDUCATION

BS, Landscape Architecture, 2005
California State Polytechnic University, Pomona

SKILLS

Adobe Creative Suite, Sketch up, AutoCAD, Microsoft Office

YEARS WITH DVD: August 2017 - present

ROLE:

Project Designer, responsible for analyzing data from our community input charrette process to help form a common goal of what the community desires, prepares landscape architectural plans, specifications, and cost estimates on a multitude of projects, plan checking to ensure consistent update of plan details from client requests.

RECENT PROJECT EXPERIENCE

TWO POCKET PARKS

Client: City of South Pasadena

The Berkshire and Grevelia lots have been purchased and the neighborhood has given initial ideas for the conversion of these properties to pocket parks. David Volz Design is well prepared bring to life the exciting park facilities that the neighbors envisioned for their community.

Client Contact: Shelia Pautsch, Community Services Director, (626) 403-7362, spautsch@southpasadenaca.gov

VILLAGE PARK SKATE PARK

Client: City of Paramount

The improvements to the existing park include standard handball elements, ball walls, striping of the courts and an access walkway.

Client Contact: Chris Cash, Public Works Director (562) 220-2100, ccash@paramountcity.com

VERDUGO NORTH PARK MASTER PLAN

Client: City of Glendale

The intent is to provide a safe and fun and all-inclusive play space along with new park buildings, a parking lot and community facilities, and other new improvements at this important and well-used park.

Client Contact: Peter Vierheilig, Project Manager, (818) 937-8263 PVierheilig@glendaleca.gov

WELWOOD LIBRARY

Client: City of Palm Springs

David Volz Design will create an appealing solution for the library patio space of the Welwood Facility.

Client Contact: Thomas Garcia, City Engineer, (760) 323-8253, thomas.garcia@palm Springs-ca.gov

LUIS PEDRAZA RESUME



PROJECT DESIGNER / CAD TECHNICIAN

LUIS PEDRAZA, Project Designer, has more than 5 years of experience in graphic design, working on projects for agencies and design companies ranging

from print advertisement to landscape design.

For his master thesis project Luis worked collaboratively with the Conservation Corp of Long Beach, Rivers and Mountains Conservancy to address park poverty issues in communities in West and North Long Beach. The work included inventory and analysis, extensive community outreach included canvassing and facilitating community workshops and meetings, leading and coordinating a community built project, developing a neighborhood vision plan, and creating conceptual plans for a variety of different projects including a park, plaza and commercial area.

He has expertise in concept development graphic illustration techniques and project planning. He has experience in managing and directing professional staff in a dynamic atmosphere and excellent communication skills. His ability to analyze project objectives and work closely with clients, architects, and engineers provides a solid foundation for reaching the successful completion of projects. He holds excellent communication skills and visual perception which result in projects that convey a vision from both the client and his innovative stylings.

EDUCATION

MLA. Landscape Architecture, California State Polytechnic University, Pomona, 2017

Certificate in Ornamental Horticulture, 2011, Orange Coast College, Costa Mesa, Ca

BA, Graphic Design, 2009, California State University, Fullerton, Ca

ACCOMPLISHMENTS

Student Merit Award ASLA, SoCal Chapter, 2017
"Quality of Life", Merit Award ASLA, SoCal Chapter, 2016
Annual Southern California Spring Garden Show, 2015
Annual Southern California Spring Garden Show, 2014

ROLE:

Project Designer, responsible for analyzing data from our community input charrette process to help form a common goal of what the community desires, prepares landscape architectural plans, specifications, and cost estimates on a multitude of projects, plan checking to ensure consistent update of plan details from client requests.

RECENT PROJECT EXPERIENCE

HARBOR BOULEVARD BIKE TRAIL IMPROVEMENTS

Client: City of Costa Mesa

The landscaping improvements provide a safety buffer and create pleasant conditions for bike riders or pedestrians.

Client Contact/Title: Baltazar Mejia, Senior Engineer, (714) 754-5291, baltazar.mejia@costamesaca.gov

HOLLYDALE COMMUNITY PARK

Client: City of South Gate

This park will be fully refurbished with new open play fields, community center, play spaces, picnic grounds and ball courts to provide a wonderful greenspace and needed recreational opportunities for the neighborhood.

Client Contact: Paul Adams, Director of Parks and Recreation, (323) 563-5478, padams@sogate.org

JACK HAMMETT SOCCER FIELDS

Client: City of Costa Mesa

Improvements including new walkways, parking lot expansion, water facilities and control structures relocation, and a new pedestrian connection will be designed.

Client Contact: Baltazar Mejia, Senior Engineer (714) 754-5291, baltazar.mejia@costamesaca.gov

STANTON CITY HALL

Client: City of Stanton

DVD was commissioned to update the look of the plaza and City Hall building facade to create a more welcoming area with covered entryways, new pavement and a reconsidered landscape.

Client Contact: Jim Box, City Manager (714) 379-9222 x277, jbox@ci.stanton.ca.us

CIVILSOURCE/NV5 RESUME

NV5 RESUME

CONTACT INFO

david.niknafs@nv5.com
949.585.0477

EXPERIENCE

30 years

EDUCATION

M.S. Civil Engineering

B.S. Civil Engineering

LICENSES

Civil Engineer (CA)
No. 42697

AFFILIATIONS

American Public Works
Association (APWA)

American Society of Civil
Engineers (ASCE)

Transportation &
Development Institute

DAVID NIKNAFS, PE

Vice President + Project Manager

Mr. Niknafs has more than 30 years of civil engineering experience in the public and private sectors working on various capital improvement projects and has extensive experience working as a project manager and senior engineer. He has managed numerous public works and development projects including parks, roadways, bridges, drainage, sewer, water, underground utilities, building facilities and related infrastructure improvement projects.

He is in charge of providing overall project direction to the project technical team and providing resource allocation; preparing and administering budgets; preparing and monitoring project schedules; managing production of preliminary design and final design; preparing various detailed technical reports; providing oversight and performing quality control; managing and monitoring construction activities; establishing, coordinating and maintaining working relationships with owners, developers, and other agencies.

Project Experience

Jack Hammett Sports Complex

CITY OF COSTA MESA | COSTA MESA, CA

Project Manager. Mr. Niknafs is responsible for providing professional design engineering services including plans, specifications, cost estimates and related bid documents for the improvements of Jack Hammett Sport Complex (home of the L.A. Chargers Summer Training Camp). Scope of work includes the upgrade of two natural turf soccer fields to synthetic turf fields that will include a sub-drain system, ADA compliant access walks, bleachers, and shade structures. The design will also examine the current parking circulation and capacity, and make recommendations for parking lot improvements for current and future needs. The design will also include a potable water wash down/cool down system and appropriate retrofit of the existing irrigation.

Tewinkle Park ADA Walkways & Parking Lot Improvements

CITY OF COSTA MESA | COSTA MESA, CA

Project Manager. Mr. Niknafs was responsible for providing professional design engineering services including plans, specifications, cost estimates and related bid documents for the improvements of Tewinkle Park. Scope of work included improvements to the park's ADA walkways and parking lot. This project consisted of repairing and improving the path of travel, facilities and buildings to bring them to current ADA standards.

Stanton Central Park

CITY OF STANTON | STANTON, CA

Constructability Review. Mr. Niknafs provided constructability review during the construction of the \$10M Stanton Central Park project. He performed a detailed constructability and value engineering review of the project documents. The 10.5-acre park includes a skate park, basketball courts, tennis courts, a softball field with MUSCO lighting, more than 4.5 acres of lawn, approximately 2 acres of decorative concrete and storm drain improvements. The parks also include a 2,200-square-foot community building, a 2,500-square-foot restroom and storage building, three picnic shelters and a bandstand pavilion. There is also a large splash pad and two kid play areas.

N | V | 5

CIVILSOURCE/NV5 RESUME

RESUMES

CONTACT INFO

art.biscocho@nv5.com
949.585.0477

EXPERIENCE

30 years

EDUCATION

B.S. Civil Engineering

ART BISCOCHO

Civil Design Engineer

Mr. Biscocho has more than 30 years of experience as a Project Designer. He has a demonstrated ability to manage multiple projects from planning to construction close-out. He has a wealth of knowledge of the overall operational experience working with municipal agencies, and his qualifications include the ability to review and prepare construction plans, specifications and cost estimates; provide engineering counter assistance; process permits; and establish, maintain and foster positive working relationships with agency staff.

Project Experience

Jim Gilliam Park Improvements

CITY OF LOS ANGELES | LOS ANGELES, CA

Project Designer. As a subconsultant to David Volz Design, Mr. Biscocho assisted the team providing surveying and professional engineering design services for the Jim Gilliam Park Playground Improvements project. Services provided included: obtaining and reviewing all available information pertinent to the project such as the existing water, sewer, and storm drain improvement plans from the City; utility agencies and/or other agencies having jurisdiction over this project to determine size and points of connection; conducting a field survey and providing design survey information as needed; preparing preliminary and final plans; managing and coordinating permit processing through the City of Los Angeles; preparation of final design improvement plans; and conducting meetings during the preliminary and final design.

Hesse Community Parking Lot Improvements

CITY OF RANCHO PALOS VERDES | RANCHO PALOS VERDES, CA

Project Designer. Mr. Biscocho provided engineering design services for the Hesse Community Park Parking Lot Improvements project. The project consisted of the design of concept plans for parking lot pavement improvements and parking lot lighting improvements. Our services included preparation of concept plans and a preliminary cost estimate for the proposed improvements and attending progress and City Council meetings as necessary.

Concrete Infrastructure Revitalization Program (Phase 1)

CITY OF LAGUNA NIGUEL | LAGUNA NIGUEL, CA

Project Designer. Mr. Biscocho is providing engineering design services for concrete improvements along Golden Lantern, including the replacement of sidewalks, curbs and gutters, access ramps and cross gutters located at various sites throughout the City. Phase 1 will include the area along Golden Lantern, and will primarily include the removal and reconstruction of damaged sidewalks.

ADA Curb Ramp Reconstruction Project

CITY OF PLACENTIA | PLACENTIA, CA

Project Designer. Mr. Biscocho prepared plans, specifications and cost estimates for the ADA Curb Ramp Reconstruction Project. The project included the improvement of 90 curb ramps within City limits that were identified by a recent Accessibility Assessment Report. Services provided included obtaining all available pertinent data; conducting a field review; topographic survey; preliminary and final bid package; and bid and construction support services.

NV5

CIVILSOURCE/NV5 RESUME

RESUMES

CONTACT INFO

andrew.riecken@nv5.com
949.585.0477

EXPERIENCE

13 years

EDUCATION

B.S. Construction
Management &
Engineering Technology

AAS, Civil Engineering

AAS, Architectural
Engineering

LICENSES/CERTIFICATES

Land Surveyor in Training

ANDREW J. RIECKEN, LSIT

Survey

Mr. Riecken has over 13 years of experience in performing topographic surveys for various engineering design projects. His experience includes boundary surveys for the purpose of determining ownership property lines for easement acquisition and boundary determination, as well as establishing aerial topographic survey control for aerial mapping of a proposed project and establishing survey control using GPS and conventional survey instrumentation and methods. Mr. Riecken has provided on-call surveying and engineering services in the design, construction and closeout phases for several municipalities involving stormwater rerouting, sewer system upgrades, water filtration and wastewater treatment plant improvements and floodwall and levee rehabilitation. He also has performed surveys for distribution and transmission OH and UG design, staking of overhead and underground transmission lines for viewing and construction, and as-built surveys for PLS-CADD design and construction, including conductors, connection points and pole locations.

Project Experience

Vina Vieja Park Pickleball Courts

CITY OF PASADENA | PASADENA, CA

Survey Engineer. As a subconsultant to David Volz Design, Mr. Riecken provided topographic survey services for the addition of pickleball courts at Vina Vieja Park. The 7.5 acres park nestled into a residential neighborhood includes an off-leash dog park, multiple picnic areas and playground equipment.

FY 2019-20 Arterial Roadway Rehabilitation

CITY OF PLACENTIA | PLACENTIA, CA

Survey Engineer. Mr. Riecken is providing topographic survey and field survey for the City's FY 2019-20 Arterial Roadway Rehabilitation Project.

Village of Downers Grove Storm Sewer Assessment

VILLAGE OF DOWNERS GROVE | DOWNERS GROVE, IL

Survey Engineer. Mr. Riecken provided field surveying services along an 11-foot diameter underground storm sewer; the main drainage corridor through the Village. The project involved damming and pumping down of multiple miles of storm drain and coordinating with Village Public Works staff, the Police Department and Contractors.

Infrastructure Upgrade Program

PEOPLES GAS | CHICAGO, IL

Mr. Riecken provided field surveying services for design and construction record drawings.

Sycamore Canyon Substation to Penasquitos Substation 230KV Underground Segment

SDG&E | SAN DIEGO, CA

Mr. Riecken processed field data and prepared as-built plans and quantities during the construction process.

N | V | 5

DESIGN WEST ENGINEERING, INC. RESUME

Resumes for Key Personnel



Leo Maya, Principal Electrical Engineer

With over 20 years of electrical design experience, Leo has been a key part of Design West since 2005. Leo has worked on a wide array of projects including large commercial and industrial buildings, health care and institutional facilities, sports field lighting, street and area lighting, golf course electrical systems, custom residences, and various dry utility designs. His dedication to maintaining long-term client relationships and his diverse electrical background have made him the natural selection to head up our Electrical Department in 2009. Leo's membership and board position for the IESNA (Illuminating Engineers Society of North America), keep him up to date with the latest lighting and energy efficient technologies. Leo is an ongoing student of Electrical Engineering at Arizona State University and holds a CA Electrical PE License.



Roy Morales, Electrical Department Head

Roy has relationships with many of the local agencies after providing years of reliable design and service to this clientele. His experience includes design for buildings, sports fields, street lighting, and solar photovoltaic systems. Roy is a Senior Project Manager as well as the Electrical Department Head for the San Bernardino office. Roy joined the Design West team after working several years with Dream Engineering when the company was bought out in 2009. Roy brought with him expertise in electrical applications including parks and street projects after providing years of reliable design and service to this clientele. His greatest sector of work is with municipal clients. Roy is a proven team leader both in how he runs his teams internally and how he runs his project teams when working with clients.



Arcadio Nungaray, Project Manager

Arcadio joined Design West in 2010 as an Electrical Project Designer and has operated as a Project Manager since 2015 with a project team including 3 supporting staff. As a resident design software expert, Arcadio also serves the team as CAD Manager and Bluebeam Manager. Arcadio excels at fast pace and rapid turn-around projects. His body of work is largely focused on parks and recreation facilities, government buildings, department of defense work, NASA, and solar photovoltaics. He is known for his responsiveness and thorough communication. Arcadio maintains his project deadlines in a resourceful and competent manner for each of his clients.



DESIGN WEST ENGINEERING

DWID

DAVID VOLZ DESIGN PROJECT EXPERIENCE

Client:

City of South Gate

Paul Adams
Director of Parks and Recreation
4900 Southern Avenue
South Gate, CA 90280-3075
(323) 563-5478
padams@sogate.org

Facility and Uses:

- Community outreach design approach
- Neighborhood park design
- Themed play area
- Community art garden
- Bio-swales
- Low maintenance drought tolerant plants
- 1/2 basketball courts
- Picnic area
- Exercise equipment

Services provided:

Concept Design
Design Development
Construction Documents
Bidding Assistance
Construction Period Services

Acreage:

(5) Half acre parcels

Date of completion:

January 2017

Cost of Design:

\$225,000

Cost of Construction:

\$2.5 million

Staff:

David Volz
Gary Vasquez
Paul Cassar
Luis Pedraza

STATE STREET PARK & SAFE ROUTES

City of South Gate

State Street park encompasses a 5-half acre utility overlay "found" parcels, along a half mile stretch of Southern Avenue. These parcels connect dozens of mid-city neighborhoods, as well as several local schools and commercial districts, they also allow for easy access to large city parks. Access to nature and open green space is provided throughout this 2 ½ acre park through elements including rolling turf grass, interspersed garden spaces as well as California native plantings that encompass one fifth of the site. The half-mile long park trail system meanders through the green space and provides access to numerous play and recreation nodes. This pathway-to-play parallels a new class 1 off street bikeway that runs the length of the project and connects to other city-wide trails. There are exciting play spaces, exercise equipment pods, sports courts and picnic spaces dispersed along the liner park's trail system. Play spaces that engage visitors in both self-directed as well as programed play opportunities. After any given school day, the park site is filled with kids traveling between school and home who stop to recreate along this parks' pathway. On weekends the picnic spaces are full with families and community celebrations of all kinds. There are sculptures in this park that tie together the art and nature theme that the community asked for during the park planning process. An example is the metal sculptures near the picnic shelter which are artistic interpretations of native California plants. State Street Park enriches the community, invites and provides access and elements of programed, prescribed and creative play, and provides wonderful park space on "found" underutilized utility corridor lands.



David Volz Design

DAVID VOLZ DESIGN PROJECT EXPERIENCE

Client:

City of Stanton

Allan Rigg

Public Works Director / City Engineer

7800 Katella Avenue

Stanton, CA 90680

(714) 890-4203

arigg@ci.stanton.ca.us

Key Elements:

- Community outreach design approach
- Neighborhood park design
- Splash pad area
- Water-wise irrigation system
- Train theme play area
- Community Center
- Community Art
- Butterfly garden
- Bio-swales
- Low maintenance drought tolerant plants
- 1/2 basketball court
- Picnic area
- Exercise equipment

Services provided:

- Community Outreach
- Master Plan
- Design Development
- Construction Documents
- Construction Period Services

Awards:

- CPRS Award of Excellence Park Planning
- ASCE Outstanding Parks & Recreation Project
- SCMAF Outstanding New Facility

Acreeage: 11.5

Date of completion:

June 2016

Cost of Design:

\$1.1 million

Cost of Construction:

\$11.2 million

Staff:

David Volz, Gary Vasquez, Paul Cassar,
Luis Pedraza



"This firm has provided Stanton with creative and professional design services on several municipal projects. The Dotson Park Project and our new Veteran's Memorial Park are two of the award winning projects DVD has designed for the City of Stanton."

Jim Box,
City Manager, City of Stanton

STANTON CENTRALPARK

City of Stanton

Stanton Central Park is a great move forward for the city's park system. Larger by far than any other park in Stanton, Central Park is a crowning achievement made possible through funding gained from a combination of a bond measure, a state grant and park-in-lieu fees; the project's design, construction and construction management required no general fund monies. Recreational amenities and facilities for baseball, soccer, basketball, tennis, skateboarding and fitness training gather athletes of all kinds to this special park. A rolling landscape makes the park fun to wander in and explore the open space and swaths of water-wise gardens and trees. This park reflects the city's commitment to provide quality of life while inspiring a healthy future. The design of this park exemplifies responsible, sustainable resource conservation measures. Drought tolerant and native trees, shrubs, succulents and groundcovers, in conjunction with state-of-the-art water-wise irrigation systems showcase the natural beauty that thrives in our Southern California climate. The butterfly garden inspires a sensate awareness of ecological systems at play in nature. Community art, plenty of benches and tables, covered picnicking areas, and open swaths of grass facilitate social gathering for the Stanton community. For the first time, Stanton has a place to host large-scale events like summer concerts to attract residents and visitors. This park provides a place for the citizens to come together and also creates a forum to strengthen relationships with the regional community.



DVD

DAVID VOLZ DESIGN PROJECT EXPERIENCE

Client:
City of Anaheim

Pamela Galera
Senior Project Planner
200 S. Anaheim Blvd
Anaheim, CA 92805
(714)765-5066
pgalera@anaheim.net

Facility and Uses:
Community Park
Play structure
BBQ area & picnic area
Tricycle path
Marble pitch
Drought-tolerant plantings
Handball court

Services provided:
Concept Plan
Design Development
Construction Documents
Bidding Assistance
Construction Period Services

Size: 8,700 square feet

Date of completion:
April 2016

Cost of Design:
\$37,700

Cost of Construction:
\$232,200

Staff:
David Volz
Gary Vasquez
Paul Cassar
Angela Lee

"David Volz Design has provided high quality design and consulting services ... innovative park planning and design, leadership at public outreach meetings ..."

~ Pamela Galera, LEED, AP, ASLA
City of Anaheim
Letter of Recommendation

CIRCLE PARK *City of Anaheim*

Circle Park is a dream of a park! In a neighborhood where private yard space is non-existent, Circle Park changed a street median island into an exciting social center. There are so many spaces the neighborhood residents can enjoy. A picnic shelter with tables and barbeque grills brings people out for pleasant gatherings. A tricycle path, marble pitch, and play equipment encourage active play and exercise for the neighborhood children every day. Water-wise plantings provide aesthetic value and also show examples of responsible landscaping in our Southern California climate. The vision of this park came from thoughtful collaboration between the design team, Anaheim City Public Works and Park Planning, and neighborhood residents. Neighborhood outreach resulted in several great inspirations for the park's design, and in the end, gave Circle Park a distinctive charm as a family-centered park. The location for this park was once a lonely median in a street cul-de-sac, about 8,700 square feet, with old plantings and no access. Once the project began, the tight budget and short time frame to construct were challenges that required creative thinking and careful attention to detail. The large street median was a perfect location to place a neighborhood park if the street parking and safe crosswalk configurations could be redesigned. City Public Works and Parks Staff creatively considered the challenges and with community support the street was reconfigured. The beautiful new park offers a great play space and stands as a vibrant centerpiece that enhances this pleasant little neighborhood. Circle Park may be small in size but it has very big value for this little cul-de-sac neighborhood, bringing life outdoors.



DVD

DAVID VOLZ DESIGN PROJECT EXPERIENCE

EL CARISO REGIONAL PARK *County of Los Angeles*

Owner:
County of Los Angeles

Sam Shadab
Project Manager
900 South Fremont Ave.
Alhambra, CA 91803
(626) 300-2337
sshadab@dpw.lacounty.gov

DVD:
Landscape Architect of Record

Facility and Uses:
Universally accessible playground
4 shaded play areas
Concession building
Synthetic turf fields
Sensory garden maze
Shaded picnic areas
Restrooms
Parking

Services provided:
Schematic Design
Design Development
Construction Documents
Permit and Bidding Assistance
Construction Period Services

Awards:
SCMAF Outstanding New Facility

Acreage: 80

Date of completion:
October 2014

Cost of Design:
\$846,000

Cost of Construction:
\$9.9 million

Staff:
David Volz
Gary Vasquez
Paul Cassar



The new facilities now attract more than a million visitors to the park each year. Soccer, handball, basketball and football enthusiasts stream to the park to enjoy the weeknight and weekend competition. The play area includes a wide variety of play opportunities, from simple sand and water-filling activities for the youngest or those who need to work on motor skill development, to those which challenge the body and encourage movement. All can be enjoyed by both the able-bodied and those who face challenges in that area. El Cariso is now well used by families into the evenings, as it feels so much more secure. Walkways are now well lit as enhanced pathway lighting illuminates the paths around the play structures and throughout the park, allowing for peaceful evening strolls. A security camera system was discreetly installed, monitoring all activity areas to ward off misdeeds. Special designed handball courts provide playability while allowing security personnel visual access into the playable spaces. This was achieved by using perforated metal side walls instead of traditional solid side walls. Water use has been greatly reduced through the removal of large swaths of under utilized turf grass and the inclusion of new low-water use plantings. Residents are meeting each other for the first time through special events, sporting events, and recreation programs that are strengthening the community image and defining a new Sylmar.



DAVID VOLZ DESIGN PROJECT EXPERIENCE

Client:
City of Glendale

Shahen Begoumian
Park Development Manager
(818) 548-3796
Sbegoumian@ci.glendale.ca.us

Facility and Uses:
Community Park
Play structure
Historic Tropic District theme
Shaded picnic area
Chess tables
Public art
Neighborhood garden
Drought-tolerant plantings
Stormwater run-off basin

Services provided:
Community Outreach
Master Plan
Design Development
Construction Documents
Bidding Assistance
Construction Period Services

Awards:
CPRS Award of Excellence
APWA Best Award Recreation & Athletic Facilities

Acreage: 1

Date of completion:
August 2014

Cost of Design:
\$200,000

Cost of Construction:
\$1.5 million

Staff:
David Volz
Gary Vasquez
Paul Cassar



"DVD and their team ... have provided leadership for community outreach, have designed creative and fun play spaces and have prepared high quality construction documents."

– George Balteria
City of Glendale
Letter of Recommendation

MARYLAND AVENUE PARK *City of Glendale*

This special park is one of the hundred parks funded through the state competitive grant program Proposition 84. Maryland Avenue Park is located in the historic Tropic District. The design team conducted extensive community outreach to develop a park program including opportunities for public art, historical and educational interpretive pieces, and a partnership with the local grade school to co-manage a neighborhood garden. Murals depicting historic Tropic fruit box labels, plaques with history lessons, and beautiful artistic metal gates adorn the new park. Built-in benches along a central boardwalk, an exercise area with workout stations, a picnic pavilion, and a raised bed community garden offer a great breadth of uses for this high-density, multi-ethnic neighborhood tract. Neighbors of the community are meeting each other for the first time in this wonderful park strengthening the community image and defining a new Tropic District in the City of Glendale. Residents feel safe with the park's beautiful entry gate and energy-efficient night lighting. Environmental conservation practices are demonstrated in this half-acre space. The formerly flat site has been graded to enhance visual interest and guide water run-off to the new storm water collection basin below the central boardwalk. Drought-tolerant plantings and sophisticated irrigation systems keep the park's water use low despite the small patch of luxurious grass.



DVD

CIVILSOURCE/NV5 PROJECT EXPERIENCE



JACK HAMMETT SPORTS COMPLEX

CITY OF COSTA MESA | COSTA MESA, CA

NV5 is providing engineering design services at Jack Hammett Sport Complex (home of the L.A. Chargers Summer Training Camp) to upgrade two natural turf soccer fields to synthetic turf fields that will include a sub-drain system, ADA-compliant access walks, bleachers and shade structures. The design also will examine the current parking circulation and capacity and make recommendations for parking lot improvements for current and future needs. The design also will include a potable water wash down/cool down system and appropriate retrofit of the existing irrigation.

DATES: DECEMBER 2018-DECEMBER 2019

KEY PERSONNEL: DAVID NIKNAFS

REFERENCE: BART MEJIA, CITY ENGINEER, 714.754.5378,
BART.MEJIA@COSTAMESACA.GOV



ADA CURB RAMP RECONSTRUCTION

CITY OF PLACENTIA | PLACENTIA, CA

NV5 prepared plans, specifications and cost estimates for the ADA Curb Ramp Reconstruction Project. The project included the improvement of 90 curb ramps within City limits that were identified by a recent Accessibility Assessment Report. Services provided included obtaining all available pertinent data; conducting a field review; topographic survey; preliminary and final bid package; and bid and construction support services.

DATES: JULY 2018-MARCH 2019

KEY PERSONNEL: DAVID NIKNAFS, ART BISCOCHO, MOHAMED LAZIM

REFERENCE: MASOUD SEPAHI, PE, CITY ENGINEER, 714.993.8132;
MSEPAHI@PLACENTIA.ORG



RESIDENTIAL STREET REHABILITATION

CITY OF PLACENTIA | PLACENTIA, CA

NV5 prepared plans, specifications and cost estimates for the City's Residential Street Rehabilitation Project. The project included the rehabilitation of existing pavement. Services included obtaining existing as-built plans and available pertinent data; taking pavement core samples at five locations; conducting field review and assessing pavement conditions; utility notification and coordination; preliminary and final bid packages; and construction support services.

DATES: MAY 2018-APRIL 2019

KEY PERSONNEL: DAVID NIKNAFS, ART BISCOCHO, MOHAMED LAZIM

REFERENCE: MASOUD SEPAHI, PE, CITY ENGINEER, 714.993.8132,
MSEPAHI@PLACENTIA.ORG

DESIGN WEST ENGINEERS PROJECT EXPERIENCE

Parks and Park Facilities

Stanton Central Park

Electrical design for a new Sports Park including lighting 2 Baseball and 2 Soccer Fields, swimming pool, skate park, parking lot, pedestrian walkways, shelters, concession stand, and restrooms.

South Gate Park



Electrical design for major of renovation of central park through 5 phases including new switchgear being installed to replace existing old gear, new walkway lighting and controls.

Hogan Park in Lawndale

Electrical design for new community park including all new security lighting, restroom and office building, and new electrical service.

College Park in Chino

Electrical design for new community park including lighting for basketball, picnic area and play areas, general walkway, and parking lot security lighting.

Discovery Park in McFarland

Electrical design for a new park including security lighting, restroom building and water play area.

Stoddard Park in Anaheim

MEP design for restroom building addition and remodel with new ADA pathways and ramp.

Vila Borba Park in Chino Hills

MEP design for restroom building

Sage Park in Anaheim

MEP design for restroom building.

Frontier Park in Tustin

Electrical design at existing park for lighting improvements including new panel and lighting controls adjacent to new exercise equipment area.

Bud Bender Park in Rialto

MEP design for park rehabilitation including new sports lighting at 2 baseballs fields, parking lot lighting, security lighting, and restroom/snack bar.

Hamel Park in Beverly Hills

Electrical design for a new community park with walkway lighting, parking lot, a restroom building.

Miller Park Amphitheater in Fontana



MEP design for a new 12,000 square foot two level building includes a full amphitheater stage including concessions and kitchen areas.

Kahler-Russell Park in Covina

Complete MEP design for the approximate 12,000 square foot community center at the city park. Project included verification of existing electrical service and providing new service where needed.

TeWinkle Park in Costa Mesa

Complete electrical design for security lighting and sports area lighting.

San Sevaine Park in Fontana



Electrical and Plumbing Design Basketball courts, parking lot and walkway lighting, and restrooms.

De Oro Park in Coachella

Electrical design to renovate existing park including new restroom, security lighting, and pedestals.

Grand Terrace Park in Grand Terrace

Electrical design for new security lighting, parking lot lighting and power to new restroom.

REFERENCES

Bart Mejia
Public Works Sr. Engineer
City of Costa Mesa
(714) 754-5291
Baltazar.Mejia@costamesaca.gov

Shahen Begoumian
Park Development Manager
City of Glendale
(818) 548-3796
Sbegoumian@ci.glendale.ca.us

Jake Ngo, PE
Principal Civil Engineer
City of Westminster
(714) 548-3459
jngo@westminster-ca.gov

Reza Jarfari
Senior Project Manager
City of Irvine
(949) 724-7545
rjafari@ci.irvine.ca.us

Alexandra Lopez
Director for Parks, Recreation &
Community Services
City of El Monte
(626) 580-2205
alopez@elmonteca.gov

David Liu
Public Works Director / City
Engineer
City of Diamond Bar
(760) 346-0611
dliu@diamondbarca.gov

John Montanchez
Community Services Director
City of Garden Grove
(714) 741-5214
johnmo@ggcity.org

“From Master Planning and Community Outreach to providing creative, sustainable and usable designs that enhance our community and excite our park goers, David Volz Design has consistently met all expectations.”

Paul Adams
Director of Parks and Recreation
City of South Gate
(323) 563-5478
padams@sogate.org

“Stanton Central park is an outstanding DVD designed park. The park has received accolades from the community and design awards from APWA and California Park and Recreation Society. DVD also designed Harry M. Dotson Park which also received awards from APWA.”

Allan Rigg
Director of Public Works
City of Stanton
(714) 890-4203
arigg@ci.stanton.ca.us

“A community outreach event ... was well attended and participants commended on how well DVD conducted the meeting and provided information regarding the design concepts for the park.”

Christine Roberto
Public Services Manager
City of Norwalk
(562) 929-5708
croberto@norwalkca.gov

“DVD’s team designed water efficient, easy to maintain, and visually pleasing improvements that enhanced the city’s green spaces and public landscapes.”

Alex Bangean, P.E.
Project Manager
City of Cypress
(714) 229-6694
abangean@ci.cypress.ca.us

“David Volz Design has always provided the City of Buena Park with high-quality professional services for these projects and many others.”

Jim Box
Director of Community Services
City of Buena Park
(714) 562-3850
jbox@buenapark.com

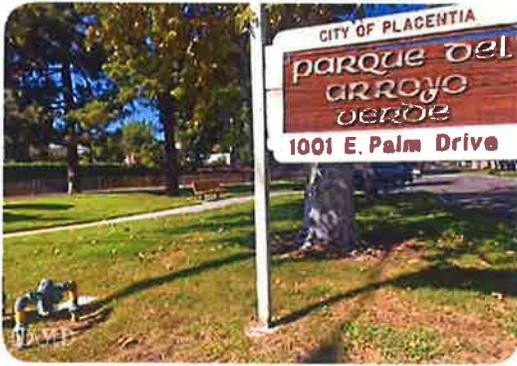
“David Volz Design has provided high quality design and consulting services ... innovative park planning and design, leadership at public outreach meetings ...”

Pamela Galera
Parks Manager
City of Anaheim
(714) 765-4463
pgalera@anaheim.net

“DVD has always provided the City of Paramount with high quality professional service and I would highly recommend David Volz Design to any agency.”

Adriana Figueroa
Public Works Director
City of Paramount
(562) 220-2100
afigueroa@paramountcity.com

UNDERSTANDING & APPROACH



Existing Site Photo

Parque Del Arroyo Verde is in need of refurbishment. An update of the facilities and infrastructure will provide a better recreational experience for your community. Consideration for updated amenities and new and refreshed gathering spaces, picnic, play, and parking areas will be a part of the renovation plan. Irrigation, the urban forest, access, and optimization of all use areas will be identified. Complete renovation of the park security lighting system and access accommodations will be provided in this rehabilitation program. Areas that are to remain as is, will be protected in place in the project renovation plan.

The David Volz Design team is well experienced in the renovation of large community park projects. Our team has just completed a five-year \$5 million renovation of South Gate's 100-acre community park and we have provided concept plans for renovation of the city's 90-acre Hollydale community park. We have also prepared concept plans and construction documents for renovation of Glendale's oldest recreation facility, Fremont Park, this \$10 million-dollar renovation will be under construction next spring.

For Parque Del Arroyo Verde, we will bring the DVD park planning expertise to address the renovation and upgrade of each component of this important park. Our concept plan and program recommendations will look holistically at the entire property and then we will provide an area by area program for the renovations. The following preliminary program is contemplated as a starting point for reviews and workshops with the Public Works Department:



Existing Site Photo



Existing Site Photo



Existing Site Photo

1. **Replace existing play equipment and add to the play space** - David Volz Design has a long design resume of creative, memorable, fun play spaces in parks across Orange County. We will provide for a wide range of recreation opportunities. We will put forward themes and background stories that will make this play space unique. Themed play areas DVD has designed in the past include trains, planes, boats, snakes, dinosaurs and even whales. We will deliver design and plan layouts that stretch children's imaginations.
2. **ADA upgrades** - Providing easy access and use of all the park facilities will be the focus of our ADA improvement program. DVD will work closely with the city CASp specialist to identify and remove barriers throughout the park.
3. **The playground surfacing will be reconstructed** - The new play space will have certified resiliency as specified by ASTM and National playground standards. Rubber access routes are contemplated, and other accessible,



Existing Site Photo



Existing Site Photo

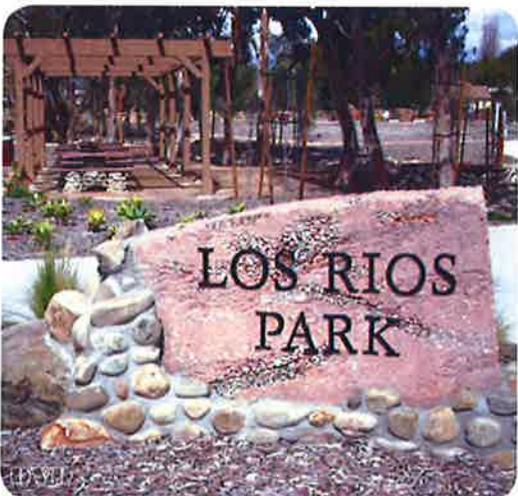
UNDERSTANDING & APPROACH



Stanton Central Park, City of Stanton



El Cariso Regional Park, County of Los Angeles



Los Rios Park, City of San Juan Capistrano

approved surfacing can also be considered. DVD will recommend a number of available surface products for the city to consider.

4. **Replace worn park furnishings** – DVD will propose new benches and picnic tables, new drinking fountains and park amenities to replace the end-of-life furnishings on this park property.
5. **ADA Updates** - David Volz Design has prepared refurbishment and upgrade plans for hundreds of park buildings. We will update the restroom interiors as directed by the city CASp specialist. Painting and cosmetic repairs to the building will also be recommended.
6. **Replace Park entry sign** - The old park sign on East Palma Drive will be replaced with a new park sign, concrete or wood as determined by the city.
7. **Lighting** - Sitewide lighting will address full access to the park walkways and parking areas. Updated control systems are anticipated. Low energy use maintenance-friendly components will be specified.
8. **Parking lot improvements** - Access elements including ramps and signs will be updated to meet current code. Surface sealing can also be a part of the improvement package.
9. **Replace turf and irrigation where damaged** - There are several areas of the park that appear to have irrigation problems, especially the back half of the park. Our irrigation expert will review the system and recommend updates and repairs where needed.
10. **Walking paths** - Add walking path areas in the park and adjacent flood control channel. Walking paths within the park and along the flood control channel can be added to make a loop path for walking. Mile markers can be added to encourage exercise uses.
11. **Replace broken concrete** - Broken or previously patched concrete walkways will be rebuilt with new concrete installations.
12. **New plant materials and shade trees** - Refreshing the landscape and the trees will be a part of the refurbishment plans. The reduction of turfgrass will be considered as a means to reduce water use. New drought-tolerant plantings will be recommended.

UNDERSTANDING & APPROACH



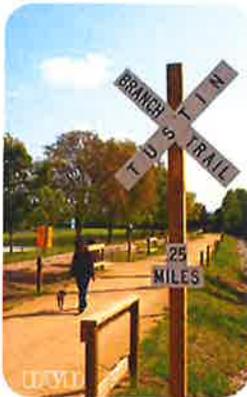
El Cariso Regional Park, County of Los Angeles

13. **New shade canopies over picnic areas and playground areas** - The picnic space needs shade. DVD will recommend a few options for the city to consider, shade sails, hard roof structure, or even an open awning structure. For the playlot, a shade sail or integral play piece shade canopies can be specified.

Our design team will bring creative ideas and well-conceived alternatives to the very first meeting with the Public Works Department. We will provide maps annotated with field notes, initial idea sketches and style pictures to communicate upgrade and renovation ideas from your RFP descriptions and our broad park design experience. This first meeting could be held as a workshop on-site to contemplate the upgrades proposed and to generate program alternatives for further design exploration. A second workshop is contemplated within the Phase I Concept Plan and program development sequence. Construction order-of-magnitude cost estimates will be prepared for evaluation of alternatives at this consolidation meeting. A final master plan will be prepared along with a letter report describing the development program and construction budget as the deliverable at the end of the Phase I Plan preparations. These master plan elements will be presented to Placentia's Park Commission for review to receive direction on the final improvement program.



Vista Sports Park,
City of Vista



Tustin Branch Trail,
County of Orange

In the second phase of the services, David Volz Design will provide for the development of Construction Documents for the renovation plan. The plans will meet the city standards and will be prepared for bidding by specific area or construction element as directed by city staff. Our team of experienced landscape architects will be complemented by our often relied upon civil engineer, NV5 and our trustworthy electrical engineer, DWE.



Admiral Kidd Park, City of Long Beach



Stanton Central Park, City of Stanton

SUSTAINABILITY



La Paz Sports Complex, City of Laguna Niguel
Storm Water Retention & Cleaning



Los Rios Park, City of San Juan Capistrano - Permeable Paving



Rancho Mirage City Hall,
City of Rancho Mirage
Maintenance Reduction



Admiral Kidd Park,
City of Long Beach
Storm Water Retention & Cleaning



Tustin Branch Trails, City of Tustin - Recycled & Revised Materials



Hopper Park, City of Lawndale

David Volz Design is committed to delivering public landscapes that are sustainable and beautiful. We embrace the principles of design that encourage stewardship of our resources, respect for the environment and creative sustainable practices. Through our affiliation with LEED's, we identify and quantify the sustainability of our designs. From our parks, all accessible playgrounds, streetscapes and sport fields to our historic gardens, DVD delivers outstanding, sustainable, award winning projects.

A beautiful and sustainable landscape starts with a clear understanding of the client's requirements, the site and environs and a creative approach to the design process. Water efficiencies, energy use reductions, waste reduction, recycled content and localized material's sourcing can all be quantified and are an integral part of our design.

David Volz Design is dedicated to the opportunity and challenge of creating unique spaces and special places that draw inspiration from the environs and the community. Our team is detail oriented and our focus is on delivering outstanding public landscapes that meet and exceed the expectations of our clients. David Volz Design believes the very definition of sustainability speaks of environments that are well used and enjoyed, and maintainable over time. We at DVD believe that the ultimate measure of sustainability of any public space has to be high use and enjoyment over the long term.

Resource conservation through the use and specification of recycled and reused materials and identification of locally sourced goods are important sustainability issues. Adaptive reuse of on-site materials, carefully balanced grading operations and protection of on-site resources are always considered in our designs.

Water resources are conserved through our thoughtful low water use planting schemes, precise irrigation layout and control systems, as well as, stormwater capture, cleaning and reuse. For pollution prevention, best practices stormwater recycling plans are embraced and integral to our designs. On site water detention, bio filtration, permeable pavement, and many other measures are creatively incorporated into the landscapes we design.

Our award-winning design of Rancho Mirage City Hall has been recently highlighted by the Sustainable Sites Initiative. David Volz Design is proud to have been chosen for this honor. The Sustainable Sites Initiative is an interdisciplinary effort by the American Society of Landscape Architects, the Lady Bird Johnson Wildflower Center and the United States Botanic Garden to create voluntary national guidelines and performance benchmarks for sustainable land design, construction and maintenance practices.

SCOPE OF SERVICES

David Volz Design proposes to provide the following design services to the City of Placentia for the Parque Del Arroyo Verde Renovation Project. Our team is well versed in the development of inspired improvement plans for important community park renovations. DVD will develop plans to define the park improvement project then prepare construction documents for the approved renovations. The following services are proposed:

Task One - Project Management, Meetings & Task Effort

- 1.01 Prepare comprehensive schedule
 - a. Work tasks
 - b. Durations, milestones
 - c. Assignments
 - d. Critical path
- 1.02 Project Management
 - a. Overall project control
 - b. Submittal and approval
 - c. Coordination with city/stakeholders
 - d. Manage submittal to oversight agencies
 - e. Design meetings and workshops (monthly)
 - f. Pre-construction meeting
 - g. Prepare meeting minutes/summaries
- 1.03 Schedule and billing
 - a. Provide oversight of sub-consultants
 - b. Maintenance of project schedule (monthly)
 - c. Billing controls

MEETINGS & DELIVERABLES

Design meeting/workshops
Pre-construction meeting
Project CPM schedule
Project Management/meeting reports



Task Two - Preliminary Concept Plans

- 2.01 Initial Community Services staff review and workshop
 - a. Meet with the Community project team on site
 - b. Conduct site walk
 - c. Discuss opportunities and objectives
 - d. Review limitations and challenges
 - e. Review program opportunities
 - f. Facilitate design charrette with city team
 - g. Gather initial ideas and direction
- 2.02 Prepare preliminary concept plan(s)
 - a. Develop designs for park improvements
 - b. Develop concepts and alternatives
 - c. Refine and consolidate ideas
 - d. Prepare initial concept plan map for city staff review
- 2.03 Cost benefit analysis
 - a. Prepare analysis of construction cost for each plan options
 - b. Provide comparison of each concept and comparative costs
- 2.04 Prepare final master plan
 - a. Review schematic layouts with City staff, obtain direction to prepare final master plan
 - b. Prepare master plan graphic
 - c. Prepare project letter report
- 2.05 Presentation to city Parks and Recreation Commission
 - a. Present Renovation Plans (2)
 - b. Document finding and direction of Commission
 - c. Modify plan or refurbishment program as directed by city staff

MEETINGS & DELIVERABLES

City staff review
Draft master plan graphics
Final master plan graphic
Presentation to Commission

SCOPE OF SERVICES

Task Three - Construction Documents

- 3.01 Initialize Construction Documents
 - a. Schedule verification
 - b. Program review and verification
 - c. Prepare base maps
 - d. Utility coordination
 - e. Specification outline
 - f. Product and materials submittal
- 3.02 Site topographic survey
- 3.03 Design Development
 - a. Finalize schematic site and layout plans for each park area
 - b. Major materials selection, types and finishes
 - c. Details
 - d. Catalog cuts
 - e. Product literature
 - f. Area detailing
 - g. Budget review and confirmation
 - h. Incorporate CEQA required mitigation
 - i. City staff presentation and review
- 3.04 Prepare Construction Drawings
 - a. Prepare technical specifications
 - b. Prepare construction cost budgets
 - c. Submittal/review at 95 percent and final documents
- 3.05 City Review Process Submittal
 - a. Design development elements
 - b. Materials board
 - c. Updated rendered plans
 - d. Updated budget plan
 - e. City staff review
- 3.06 Final Construction Documents
 - a. City project team review of work-to-date
 - b. Internal quality control review
 - c. Revise documents
 - d. Turnover of original plans and specifications

MEETINGS & DELIVERABLES

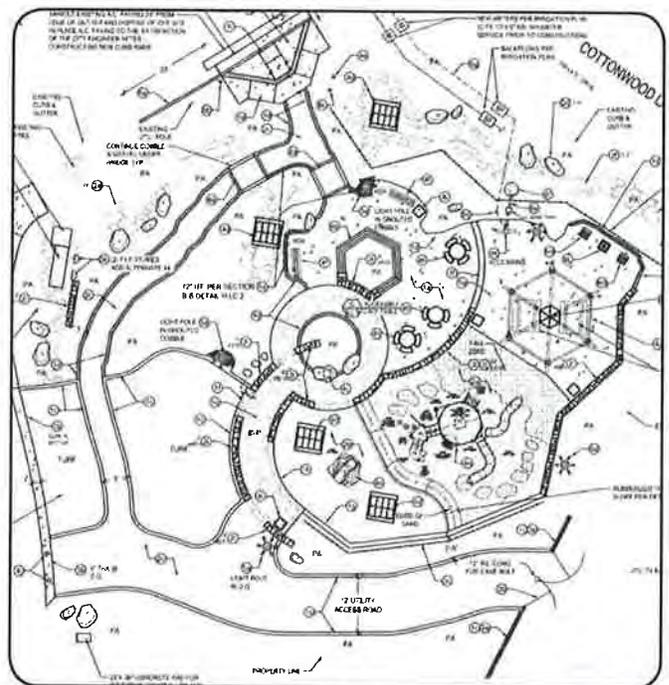
Site Survey
Design Development Package & Report
Construction Documents
Specifications
Cost Estimate

Task Four - Construction Assistance

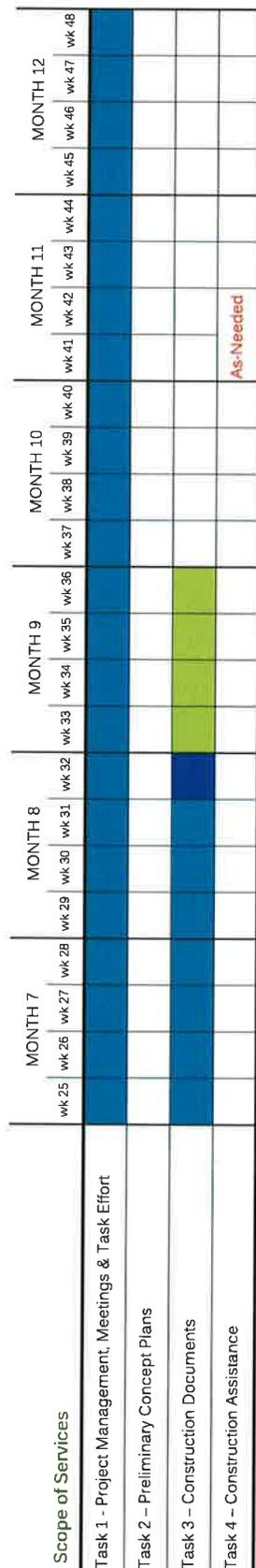
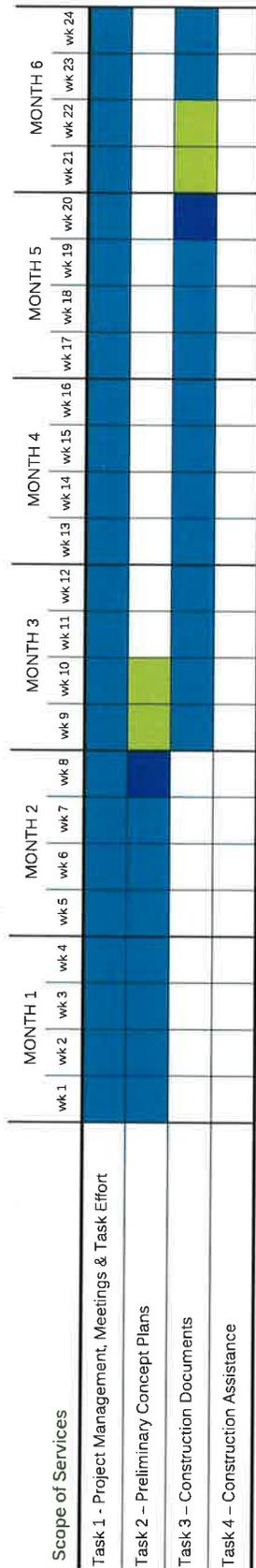
- 4.01 Bidding Services
 - a. Preparation of addenda
 - b. Response to requests for information/clarification
 - c. Bid review
 - d. City staff and construction management support
- 4.02 Construction Period Services
 - a. Prepare responses to request for information
 - b. Review and reply to submittals
 - c. Attend preconstruction meeting
 - d. Attend construction meetings and prepare summaries (up to 4 meetings)
 - e. Review change order requests and provide opinion
 - f. Final walk through and punch list preparation
 - g. City staff and construction management support

MEETINGS & DELIVERABLES

Bidding assistance
RFI responses, instructions
Meeting summaries
As-built plan preparation City staff support services



PROJECT SCHEDULE

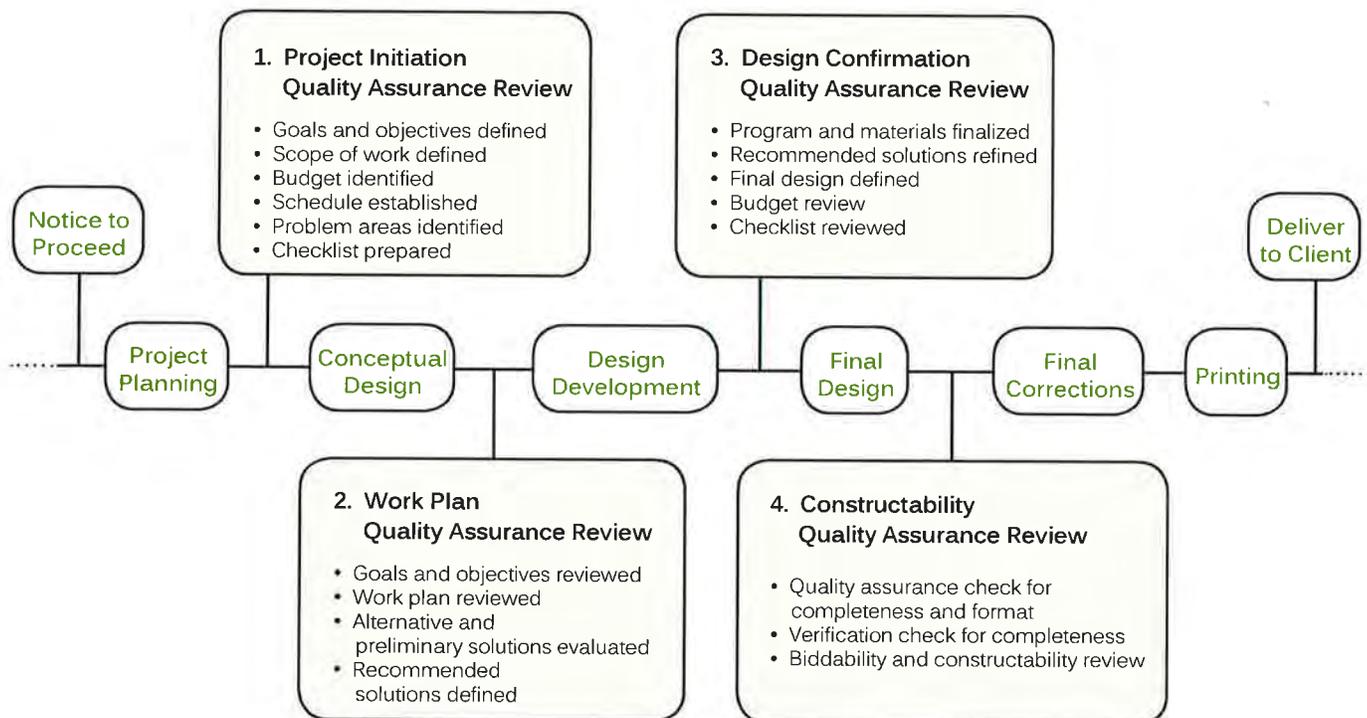


QUALITY CONTROL PROGRAM

DVD has an established quality control and assurance program that we undertake for all our design services, and for this project. The primary elements include:

- Verification that required deliverables and documents noted in the Scope of Work are provided.
- A Peer Review will be conducted by our senior professional staff to solicit critical comments and verify correctness.
- Retention of documents with highlighted markings and red-line comments, and verification that required revisions are incorporated into the updated documents.
- Continual assessment and tracking of project schedule and budget against baseline data.
- A complete construction review for constructability and biddability of the complete PS&E package will be assigned to experienced professionals on staff prior to final submittal to our client.

The Principal-in-Charge will be responsible for implementation of these Quality Control measures.



ABILITY TO STAY WITHIN BUDGET

Delivering projects within our client's expectations, budgets and time frame is our top priority. We aim to keep our clients happy and remain in a mutually beneficial relationship for the long-term. We are an extension of your staff and are willing to support you in any task needing assistance. In Anaheim, where we have had a 15 year on-call agreement, DVD is often called to help on fast track, high visibility projects. For instance, the George Washington Park site in downtown required a quick study and design to secure funding and to be a showcase park as its location is across the street from City Hall. DVD was able to meet the City's deadlines and the park has won accolades and design awards for its sensitivity to the neighborhood's needs, the historic relevance of the parks structures and the beauty of its overall design. Our client was very pleased that the neighborhood has an outstanding park and the funding targets and deadlines were met in the planning and design of this great facility.

David Volz Design strives to stay on top of the ever changing world of the construction industry and its pricing. We regularly analyze what is happening with projects during estimating and bidding process to ensure that we are as close as possible to our clients' budget. We have been very successful in tracking costs. The following are recent project estimates and the contract amount of the construction bid.

BALBOA BOULEVARD IMPROVEMENTS

City of Newport Beach

Entry monuments • New bus stops • Pedestrian oriented thoroughfare • Colorful plantings • Green walls • Storm water retention • APWA Project of the Year • ASCE Community Enhancement Project of the Year

Estimate: \$ 2 million

Construction Cost: \$ 2 million

WASHINGTON STREET PARK

City of Diamond Bar

Community neighborhood park • Universally accessible • Play structure • Stormwater detention: bio-swales & riparian corridor • Native and climate sensitive plantings • Low water usage irrigation • Shaded picnic area • Chess tables • Public art • Gardens • CPRS Award of Excellence

Estimate: \$ 600,000

Construction Cost: \$ 600,000

ADMIRAL KIDD PARK

City of Long Beach

11.5 acres • 2 themed play structures • ADA accessible • Exercise stations • Navy theme • Chess tables • Stormwater detention: bio-swales & riparian corridor • Climate sensitive plantings • Basketball court with volleyball overlay • New and updated soccer fields • CPRS Award of Excellence • APWA Project of the Year Two play structures

Estimate: \$ 2.7 million

Construction Cost: \$ 2.6 million

BELL GARDENS SPORTS PARK

City of Bell Gardens

18 acre sports park • Synthetic and natural turf • Shaded spectator areas • Lighting • Irrigation • Security systems • CPRS Award of Excellence • APWA Project of the Year

Estimate: \$ 6.9 million

Construction Cost: \$ 6.94 million

MARYLAND AVENUE MINI PARK

City of Glendale

Play structure • Historic Tropic District theme • Shaded picnic area • Chess tables • Public art • Community garden • Drought-tolerant plantings • Stormwater run-off basin • CPRS Award of Excellence • APWA Project of the Year

Estimate: \$ 1.6 million

Construction Cost: \$ 1.5 million

EL CARISO PARK

County of Los Angeles

Universally accessible playground • 4 shaded play areas • Concession building • Synthetic turf fields • Sensory Garden maze • Shaded picnic areas • Restrooms • Parking

Estimate: \$ 10 million

Construction Cost: \$ 10 million

LOS RIOS PARK

City of San Juan Capistrano

Historical depiction wall • Sustainable plantings & irrigation • Equestrian trail & tie-up facilities • Themed play structure • Picnic area • DG parking lot • CPRS Award of Excellence • APWA Project of the Year • APWA Planning Excellence • APA Award of Excellence

Estimate: \$ 2.25 million

Construction Cost: \$ 2 million

DATELAND PARK

City of Coachella

3.3 acre neighborhood and skate park • Splash pad • Shaded play areas • Restroom and community center • Amphitheater • Sustainable plantings

Estimate: \$ 2.8 million

Construction Cost: \$ 2.4 million

REQUIRED STATEMENTS



Harry Dotson Park, City of Stanton

David Volz Design Landscape Architects, Inc. has read, understood and agreed to all statements in the request for proposal and acknowledge receipt of all addenda (0).

David Volz Design Landscape Architects, Inc. is aware that this proposal is a public document and we do not request any information to be considered proprietary.

David Volz Design Landscape Architects, Inc. will not replace any designated team member without the consent or acknowledgment of the City of Placentia.



Hurless Barton Park, City of Yorba Linda

David Volz Design Landscape Architects, Inc. does not have any conflict of interests with the City of Placentia and has not had any claims, litigation, or arbitration on behalf of our firm in the last five (5) years related to professional services, including but not limited to, against a client for whom we performed professional services. If you have any concerns, please feel free to contact David Volz to discuss any issues with him directly. We, at DVD, pride ourselves in being upfront with the cities we work with.



South Gate Park, City of South Gate

This proposal is genuine, and not a sham or collusive, or made in the interest or on behalf of any person, and that the bidder/proposer has not directly or indirectly induced or solicited any other bidder/proposer to submit a sham bid, or any other person, firms, or corporation to refrain from bidding, and that the bidder/proposer has not sought by collusion to secure for himself/herself an advantage over any other bidder/proposer.

David Volz Design Landscape Architects, Inc. agrees and has the ability to fulfill the indemnification and insurance requirements contained in the sample contract. See our sample certification in appendix.



Cerritos School Park, City of Glendale

David Volz Design Landscape Architects, Inc. does not have any exceptions to the Scope of Services or other requirements of the RFP dated September 12, 2019, including the Sample Contract (Attachment A).

DAVID VOLZ DESIGN SBE CERTIFICATION

Supplier Profile



State of California Certification

Certification ID: 25194

Legal Business Name
DAVID VOLZ DESIGN LANDSCAPE ARCHITECTS INC

Address
151 KALMUS DR M-8

Doing Business As (DBA) Name 1
DAVID VOLZ DESIGN LANDSCAPE ARCHITECTS INC

COSTA MESA
CA 92626

Doing Business As (DBA) Name 2
David Volz Design

Email
jgraham@dvolzdesign.com

Office Phone Number
714/641-1300

Total No. of Employees
9

Business Fax Number
714/641-1323

Business Types
Service

Business Web Address
<http://www.dvolzdesign.com>

Notification Preference
Email

Service Areas

Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Los Angeles, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Orange, Placer, Plumas, Riverside, Sacramento, San Benito, San Bernardino, San Diego, San Joaquin, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Ventura, Yolo, Yuba

[View Keywords](#)

[View Classifications](#)

Active Certifications

?

Certification Type	Status	From	To
SB-Micro	Approved	06/06/2017	06/30/2019

DAVID VOLZ DESIGN DIR/PREVAILING WAGES

Registration for Fiscal Year: 2019

PWC Registration Number: 1000031128

Contractor Legal Name: DAVID VOLZ DESIGN LANDSCAPE ARCHITECTS, INC.

Contractor Legal Entity: Corporation

Legal Name	Registration Number	County	City	License Type/Number(s)	Current Status	Registration Date	Expiration Date
DAVID VOLZ DESIGN LANDSCAPE ARCHITECTS, INC	1000031128	ORANGE	COSTA MESA	OTHRLA 3883 OTHRLA 2375	Active	07/03/2018	06/30/2019

DAVID VOLZ DESIGN LEED CERTIFICATION



GREEN BUILDING CERTIFICATION INSTITUTE

HEREBY CERTIFIES THAT

David Volz

HAS ACHIEVED THE DESIGNATION OF

LEED® ACCREDITED PROFESSIONAL

BY DEMONSTRATING THE KNOWLEDGE OF GREEN BUILDING PRACTICE
REQUIRED FOR SUCCESSFUL IMPLEMENTATION OF THE LEADERSHIP IN ENERGY
AND ENVIRONMENTAL DESIGN (LEED®) GREEN BUILDING RATING SYSTEM™



Rubén L. Flores
Chairman

March 28, 2008
Date Issued

R.
Richard Feltrin, President and CEO

Printed on 50% recycled fibers | 50% post-consumer fibers | recycled and vegetable based inks

DAVID VOLZ DESIGN QSD/P CERTIFICATION

CERTIFICATE OF TRAINING
CALIFORNIA CONSTRUCTION GENERAL PERMIT

QUALIFIED SWPPP DEVELOPER (QSD)
AND
QUALIFIED SWPPP PRACTITIONER (QSP)

David Volz

Jun 01, 2017 - Jul 22, 2019

Certificate # 01176



California Stormwater Quality Association and
California Construction General Permit Training Team

LETTERS OF RECOMENDATION



COMMUNITY SERVICES DEPARTMENT
JIM BOX, DIRECTOR

August 19, 2019

RE: Recommendation in Support of David Volz Design Landscape Architects, Inc.

To Whom It May Concern:

David Volz Design has provided high-quality design and consulting services to the City of Buena Park for many years. They have provided park planning, leadership at public outreach meetings, creative park design, developed construction documents, and construction period services on several park projects.

One notable project the City of Buena Park is exceptionally proud of is the Rick Gomez Park. The project includes a high level of design and a team of sub-consultants under David Volz Designs' contract. David Volz Design team welcomed community input at outreach gatherings to design creative, interactive play areas and inviting, green spaces.

David Volz Design has always provided the City of Buena Park with high-quality professional service for these projects and many others. I highly recommend David Volz Design to your agency.

Sincerely,

John Box
Director of Community Services
City of Buena Park
(714) 562-3850
JBox@BuenaPark.com

"David Volz Design has always provided the City of Buena Park with high-quality professional services for these projects and many others."



CITY of CYPRESS
5275 Orange Avenue, Cypress, California 90630
Phone 714-229-6700 www.cypressca.org

August 29, 2019

RE: Recommendation in Support of David Volz Design Landscape Architects, Inc.

To Whom It May Concern:

The City of Cypress collaborated with David Volz Design on various projects throughout the city, including the recently completed Valley View Median Restoration.

DVD's team designed water efficient, easy to maintain, and visually pleasing improvements that enhanced the city's green spaces and public landscapes.

I would recommend David Volz Design to other agencies.

Sincerely,

Alex Bangean P.E.
Project Manager

"DVD's team designed water efficient, easy to maintain, and visually pleasing improvements that enhanced the city's green spaces and public landscapes."



CITY OF GARDEN GROVE

Steven R. Jones
Mayor
Stephanie Klaphenstein
Mayor Pro Tem / District 1
George S. Brietigam
Council Member / District 1
John R. O'Neill
Council Member / District 2
Thu-Ha Nguyen
Council Member / District 3
Patrick Phat Bui
Council Member / District 4
Kim Bernice Nguyen
Council Member / District 5

August 26, 2019

RE: Recommendation in Support of David Volz Design Landscape Architects, Inc.

To Whom It May Concern:

David Volz Design has provided high quality design and consulting services to the City of Garden Grove for many years. They have provided park planning, provided leadership at public outreach meetings, provided creative park design, developed construction documents and provided construction period services on several park projects.

Our latest project was Woodbury Park renovation, included a high level of design and a team of sub-consultants under David Volz Designs' contract. This project is was a part of the city's Prop 68 Grant application.

DVD has always provided the City of Garden Grove with high quality professional service for these projects and many others. I highly recommend David Volz Design to your agency.

Sincerely,

John Montanez
Community Services Director
johnmo@ggcity.org
714-741-5214

"DVD's team welcomed community input at a number of outreach gatherings to design creative and interactive play areas and inviting green spaces for both projects."



OFFICE OF THE CITY MANAGER

405 E. El Monte Avenue
Dinuba, CA 93618
B: (559) 590-5900
F: (559) 591-4246
info@dinuba.ca.gov

August 21, 2019

RE: Recommendation in Support of David Volz Design Landscape Architects, Inc.

To Whom It May Concern,

The City of Dinuba has commissioned David Volz Design to provide services on several park design projects. These services have included community-based design process, presentations to commissions and council and creative solutions that have addressed many community needs. Our recently completed Roosevelt Paseo is an outstanding DVD designed pedestrian pathway. The paseo has received accolades from the community and nearby elementary school served by the pathway.

Should additional information be required, please call me at the city number. I recommend David Volz Design to any agency looking for creative and professional landscape architectural services.

Sincerely,

Luis Palfan
City Manager
lupalfan@dinuba.ca.gov
(559) 591-5900

"I recommend David Volz Design to any agency looking for creative and professional landscape architectural services."



LETTERS OF RECOMENDATION



14717 BURIN AVENUE • LAWSDALE CALIFORNIA 90260 • (310) 973-3200 • FAX (310)

September 4, 2019

RE: Recommendation in Support of David Volz Design Landscape Architects, Inc.

To Whom It May Concern:

The City of Lawndale has collaborated with David Volz Design on two important park development projects in the city, including the recently completed Hogan Park renovation and expansion project, which included expansion of an existing park, street closure, utility relocation and provision of play areas for children aged 5 to 12 years old.

In addition, David Volz Design also collaborated with the City of Lawndale on Charles B. Hopper Park, a new one acre park designed and built on a former California Department of Transportation property within the City of Lawndale.

DVD's team welcomed community input at a number of outreach gatherings to design creative and interactive play areas and inviting green spaces for both projects.

I would highly recommend David Volz Design to any agency. My contact information is listed below. Please contact me for further comments in support of this firm.

Sincerely,

Mike Estes
Director of Community Services
City of Lawndale
(310) 973-3272
mest@lawndalecity.org

"DVD's team welcomed community input at a number of outreach gatherings to design creative and interactive play areas and inviting green spaces for both projects."



August 22, 2019

RE: Recommendation in Support of David Volz Design Landscape Architects, Inc.

To Whom It May Concern:

The City of Norwalk has collaborated with David Volz Design on several important park development projects, including recently completed master park plans for Hermosillo Park and Norwalk Park.

DVD's team welcomed community input at outreach gatherings to design creative, interactive play areas and inviting, green spaces. A community outreach event for Hermosillo Park was hosted by DVD which was well attended and participants commended on how well DVD conducted the meeting and provided information regarding the design concepts for the park.

I would highly recommend David Volz Design to any agency. My contact information is listed below. Please contact me for further comments in support of this firm.

Sincerely,

Christina Roberto
Public Services Manager
croberto@norwalkca.gov
(662) 929-5708

"A community outreach event ... was well attended and participants commended on how well DVD conducted the meeting and provided information regarding the design concepts for the park."



City of South Gate

Parks & Recreation Department

WWW.CITYOFSOUTHGATE.ORG

Parks Make Life Better!

August 21, 2019

RE: Recommendation in Support of David Volz Design Landscape Architects, Inc.

To Whom It May Concern:

David Volz and his team at David Volz Design have provided superior service to the City of South Gate on a variety of projects to improve our parks over the last twelve years. From Master Planning and Community Outreach to providing creative, sustainable and usable designs that enhance our community and excite our park goers, David Volz Design has consistently met all expectations.

Please feel free to contact me if you have any specific questions or would like additional information. We have had nothing but the best experiences with DVD and would enthusiastically recommend them to anyone looking for a top-quality landscape design firm for you public project.

Sincerely,

Paul L. Adams
Director of Parks & Recreation
323-563-5478
padams@sogate.org

"From Master Planning and Community Outreach to providing creative, sustainable and usable designs that enhance our community and excite our park goers, David Volz Design has consistently met all expectations."



September 17, 2019

RE: Recommendation in Support of David Volz Design, Landscape Architects, Inc.

To Whom It May Concern:

The City of Paramount collaborated with David Volz Design on several important park development projects, including recently completed conceptual park design documents for three of our parks, as well as a conceptual design for proposed park amenities utilizing Southern California Edison (SCE)'s right of way land.

The DVD's team welcomed community input at outreach gatherings to design creative, interactive play areas, and inviting green spaces.

DVD has always provided the City of Paramount with high quality professional service and I would highly recommend David Volz Design to any agency. My contact information is listed below. Please contact me for further comments in support of this firm at 562-220-2100.

CITY OF PARAMOUNT

Adriana Figueroa
Public Works Director

"DVD has always provided the City of Paramount with high quality professional service and I would highly recommend David Volz Design to any agency."

LETTERS OF RECOMENDATION



August 26, 2019

David J. Shuster
Mayor

Rigoberto A. Ramirez
Mayor Pro Tem

Carol Warren
Council Member

Gary Taylor
Council Member

Hang Aiyee Yee
Council Member

Jared Hoffmann
City Manager

RE: Recommendation in Support of David Volz Design Landscape Architects, Inc.

To Whom It May Concern:

The City of Stanton has commissioned David Volz Design to provide services on several park design projects. These services have included community-based design process, presentations to commissions and council and creative solutions that have addressed many community needs. Stanton Central Park is an outstanding DVD designed park. The park has received accolades from the community and design awards from APWA and California Park and Recreation Society. DVD also designed Harry M. Dotson Park which also received design awards from APWA.

Should additional information be required, please call me at the city number. I recommend David Volz Design to any agency looking for creative and professional landscape architectural services.

Sincerely,

Allan Rigg
Director of Public Works
(714) 379-8222 ext. 203

“Stanton Central park is an outstanding DVD designed park. The park has received accolades from the community and design awards from APWA and California Park and Recreation Society. DVD also designed Harry M. Dotson Park which also received awards from APWA.”

CITY OF SAN MATEO
Parks and Recreation Department



330 WEST 20TH AVENUE
SAN MATEO, CALIFORNIA 94063-1388
TELEPHONE: (650) 522-7400
FAX: (650) 522-7401

“We selected David Volz Design because they have created many award winning unique park designs for other public agencies.”

August 2, 2017

To whom it may Concern,

The City of San Mateo is currently working with David Volz Design to provide preliminary design documents for our Borel Park site. They have developed two very creative and innovative design concepts for our newest neighborhood park. We selected David Volz Design because they have created many award winning unique park designs for other public agencies. Most of their park and public agency projects are very well thought out and incorporate history, culture, and art to support a strong theme. All of the components of the design such as site furnishings, paving materials, and the plant selection all work together to support the design concept. David Volz Design does a great job creating attractive and functional public spaces with high recreation value.

Having worked with David Volz Design on several projects at different agencies, I have always found them easy to work with professional and the public appreciates the skills and commitment. I strongly recommend David Volz Design to any public agency seeking creative and professional landscape architectural services.

Greg Meek
Park Planning Administrator
(650) 522-7544
gmeek@cityofsanmateo.org

EXHIBIT B
CERTIFICATES OF INSURANCE AND ENDORSEMENTS

PROPOSAL

City of Placentia

To Provide Professional Landscape Architectural Design Services for
Parque del Arroyo Verde Renovation Project



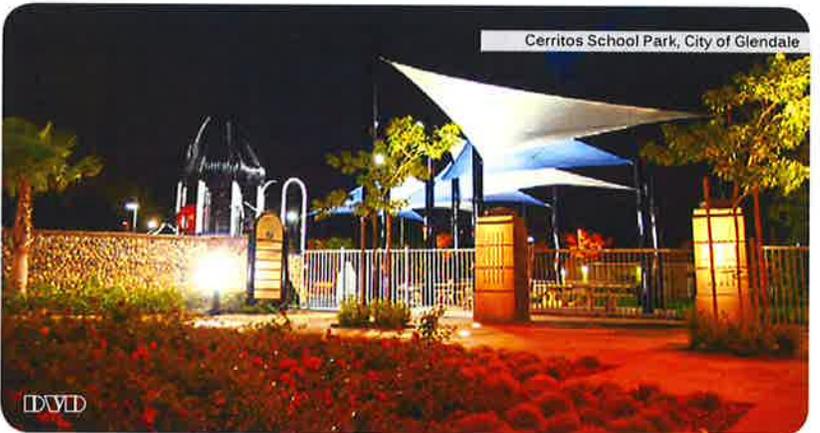
Washington Street Park, City of Diamond Bar



Los Rios Park, City of San Juan Capistrano



Heritage Island Park, City of Cerritos



Cerritos School Park, City of Glendale

Designing Landscapes that Create Community ...





Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: DECEMBER 3, 2019

SUBJECT: **PURCHASE OF EMERGENCY VEHICLE TRAFFIC SIGNAL PREEMPTION SYSTEM**

FISCAL
IMPACT: EXPENSE: \$249,463.88 TOTAL PURCHASE PRICE OF TRAFFIC SIGNAL
PREEMPTION SYSTEM
BUDGET: \$250,000.00 GENERAL FUND CIP (106013-6840)
(MID-YEAR ADJUSTMENT REQUIRED)

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. As a part of that decision, the City Council directed the City Administrator to take the necessary steps to implement the Department. On June 18, 2019, the City Council approved a contract with Lincoln Public Safety Management for a Senior Executive Fire Advisor to fulfill the duties associated with an Interim Fire Chief. Another step in the implementation of the Department is to purchase an emergency vehicle traffic signal preemption system (Opticom) for integration with the transportation network allowing efficient and rapid public safety response times. The purchase of Opticom equipment will allow equipped public safety vehicles to secure right-of-way through advance trigger of the signal green light thus reducing emergency response times and further improving public safety services to the community. In order to establish the Department, the City Council has authorized the financing of fire apparatus equipment and other capital equipment purchases for an amount not to exceed \$1,795,000. On November 19, 2019, the City Council formally approved a lease agreement based upon the aforementioned dollar figure for additional apparatus, equipment, tools, and other capital equipment such as the Opticom System. Therefore, sufficient funds exist for this capital purchase.

RECOMMENDATION:

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

1. Authorize the City Administrator to approve a purchase order to DDL Traffic Inc., for the purchase and installation of the Opticom Traffic Signal Preemption System for a not-to-exceed amount of \$249,463.88; and
2. Authorize the City Administrator to execute all necessary documents, in a form approved by the City Attorney.

1. f.

December 3, 2019

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. The authorization to purchase an emergency vehicle traffic signal preemption system needed to equip the City's new apparatus and traffic signal system is now presented to the City Council for its review and consideration. Staff outlined the benefits of using the Opticom Traffic Signal Preemption System as a means of reducing emergency response times by up to 25% while improving safety by reducing the potential for collisions at intersections.

Traffic signal preemption systems work by remote communications between an approaching emergency response vehicle and the traffic signal to change the traffic signal to a green light without forcing the response vehicle to stop or slow down at the intersection. It also flips the cross traffic to a red light to keep the intersection fully clear of any traffic for the emergency vehicle. The surrounding jurisdictions of Anaheim, Fullerton, Brea, and the OCFA servicing Yorba Linda all utilize the Opticom system, and the City's implementation of the same system will facilitate faster mutual and automatic aid responses for Placentia units assisting our neighbors and our neighbors assisting Placentia as is the current aid structure. The use of the preemption system is estimated to reduce emergency vehicle response times by up to 25%.

The proposed purchase presented to the City Council for its consideration will equip 30 of 63 signalized intersections throughout the City. City transportation and traffic engineering Staff will collaborate with public safety Staff to identify the priority corridors for the initial implementation of this system. Over time, and based on funding availability, additional traffic signals will be equipped with this system with the goal of equipping all 63 traffic signals with the preemption system. In addition, the City will also budget funds to equip its police patrol units with the same equipment in the future as funding is available. Most jurisdictions have implemented this approach to prioritize corridors and then slowly add additional traffic signals to the system. If approved by Council, Staff will order the traffic signal and apparatus equipment and work to coordinate installation as quickly as possible to ensure the system is operating ahead of the July 1, 2020 start date for the Placentia Fire and Life Safety Department. In addition, The City's 9-1-1/Advanced Life Support paramedic service provider, Lynch EMS, is also purchasing the necessary equipment to utilize the Opticom System for the new ambulances it is purchasing and assigning to Placentia. This will ensure rapid Emergency Medical Service responses in our community as well.

Global Traffic Technologies is the manufacturer of the Opticom System and it is only available for purchase in Southern California through a sole source authorized dealer, DDL Traffic, Inc. (DDL). The City's Purchasing and Contract Guidelines allow for sole source purchases if a proprietary product is only available through a single source. To facilitate, integrate, and ensure rapid mutual and automatic aid responses in and out of Placentia, it is necessary to utilize the same standardized system used by our neighboring jurisdictions. Staff reviewed the proposed unit pricing offered by the DDL bid against pricing offered to other jurisdictions to ensure competitive pricing, and the pricing is comparable to that secured by neighboring jurisdictions.

FISCAL IMPACT:

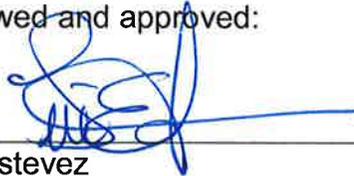
At the September 24, 2019 City Council meeting, Council authorized the financing of fire apparatus equipment and other capital equipment purchases needed to establish the Placentia Fire and Life Safety Department for an amount not to exceed \$1,795,000 and directed the City Administrator to finalize the required financing documents. On November 19, 2019, the City Council formally approved the final lease agreement package and borrowing costs for the new apparatus as well as equipment, tools, and other capital equipment purchases such as the Opticom System. The not-to-exceed purchase order amount for the system and its installation is \$249,463.88. A mid-year budget amendment will be necessary in order to appropriate \$250,000.00 for this purpose as the purchase was originally estimated to take place in Fiscal Year 2020-21. As such, sufficient funds exist for the recommended actions.

Prepared by:



Paul Martin, P.E., T.E.
Transportation Manager

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:

Opticom Equipment Quote from DDL Traffic Inc.

DDL TRAFFIC INC.
 14658 CENTRAL AVE
 CHINO, CA 91710
 PH # 714-321-7513
 FX # 909-614-7255

QUOTE

Date	Estimate #
10/31/2019	6993

Name / Address
CITY OF PLACENTIA

Rep	Project

Description	Qty	Cost	Total
764 OPTICOM PHASE SELECTOR	25	2,805.00	70,125.00T
764 OPTICOM PHASE SELECTOR	5	0.00	0.00T
GTT GPS MAST ARM RADIO UNIT # 76-1000-1189-0	25	2,705.00	67,625.00T
GTT GPS MAST ARM RADIO UNIT # 76-1000-1189-0	5	0.00	0.00T
GTT GPS CABLE # 1070 2500 FOOT ROLL # 78-8125-0423-7	3	2,400.00	7,200.00T
760 OPTICOM CARD RACK	30	295.00	8,850.00T
D Connector for Nema Controller	30	550.00	16,500.00T
PELCO CLAMP FOR GPS ANTENNA	30	65.00	1,950.00T
CONTRACTOR LABOR TO INSTALL GPS SYSTEM	30	750.00	22,500.00
TECHNICAL SUPPORT	30	550.00	16,500.00
GTT GPS OPTICOM VEHICLE KIT	7	3,040.00	21,280.00T
		0.00	0.00
PLACENTIA GPS OPTICOM SYSTEM			
THANKS			
DAN			

Please call if you have any questions @ 714-321-7513	Subtotal	\$232,530.00
	Sales Tax (8.75%)	\$16,933.88
	Total	\$249,463.88



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF FINANCE

DATE: DECEMBER 3, 2019

SUBJECT: **FIRST QUARTER FISCAL YEAR 2019-20 FINANCIAL UPDATE**

FISCAL
IMPACT: NONE

SUMMARY:

The Finance Department routinely prepares financial reports to update the City Council and the community on the City's fiscal position. As directed by the City Council, Staff is to report the City's financial condition at the end of each quarter of the fiscal year. The first quarter financial update is attached and contains year-to-date information through September 30, 2019.

RECOMMENDATION:

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

Receive and file the First Quarter Fiscal Year 2019-20 Financial Update for Period Ending September 30, 2019.

DISCUSSION:

REVENUES

General Fund. As of September 30, 2019, the City had received approximately 13% or \$4.8 million in General Fund revenues (excluding transfers-in) anticipated for Fiscal Year 2019-20. The total revenue collected for this period reflects an increase of \$3 million or 175% in comparison to the same period in the prior year. This increase is spurred by several one-time revenue collections: \$1.5 million was received from the sale of property to USA Properties for construction of a hotel; \$450,000 for permit fees associated with the Herald project; \$420,000 in Billboard Lease Revenue (which was delayed due to litigation with Lamar Central Outdoor, LLC in the prior year); and \$450,000 in Utility User Tax (which was previously recorded in a separate fund).

Property and sales tax revenues make up approximately 63% of the General Fund revenue budget. Property tax collections are nearly even, at this time, in comparison to the prior year's first quarter. Property tax collections for the first quarter are only 1.3% (\$202,000) of the estimated

1. g.
December 3, 2019

budget because the majority of property taxes are received in November, December, April, and May. Sales taxes are up approximately \$111,000 in comparison to the prior year's first quarter. Prior year actuals are low due to the implementation of the State's new reporting system, which resulted in many large businesses filing late returns. Transient Occupancy Tax (TOT) reflects an increase of approximately \$56,000; however, that is a timing difference as prior year actuals only included one month of receipts and the current year includes two. In comparing July over July, TOT receipts are 5.5% lower than last year.

Staff closely monitors both property tax and sales tax revenue collections to see if strong property tax receipts offset any potential sales tax declines. In addition, a comprehensive review of budget vs. actual revenues and expenditures will be performed at mid-year and, if needed, adjustments to the budget will be recommended for Council consideration. The mid-year review is tentatively scheduled for the February 18, 2019 City Council meeting.

Per Barrel Tax and Fines & Forfeitures revenues are down:

- Per Barrel Tax- A large annual fee from Bridgemark, typically received in July, has not yet arrived. It is anticipated to be received in the second quarter of FY 19-20.
- Fines & Forfeitures-Parking citation revenues are down due to vacancies in the Police Department.

While Investment Income appears to be down compared to the prior year, interest earnings have increased. The prior year's investment income category included building facility rental fees, which are now accounted for under charges for service, so this change has skewed the data. Transfers-in for the quarter, totaling \$264,675 were made on time; however, the first quarter Measure U transfer-in is delayed due to the timing of receipts from the State. This transfer will occur in the early part of the second quarter. Prior year Transfers-In includes \$650,000 from Utility Users Tax.

Measure U Fund. The first full quarter disbursement of Measure U revenues was received in the 4th quarter of FY 2018-19. These revenues are trending above target by 40%. The total Measure U revenue collections in the fourth quarter of FY 2018-19 were \$1.4 million, but a full-year of collections will be necessary to analyze the data, as some quarters will reflect higher/lower due to seasonality.

The City estimated Measure U revenues to be \$5,000,000 for FY 2019-20. The FY 2019-20 first quarter receipts currently total \$966,039.02 for July and August collections. Due to the timing of disbursements from the state, the first full quarter of revenues in FY 2019-20 will be reported in the second quarter.

EXPENDITURES

General Fund. The City has expended 21% or \$8 million of the \$38.3 million appropriated in the General Fund for Fiscal Year 2019-20. Expenditures are up \$1 million or 14% in comparison to

the first quarter in the prior year, primarily due to wage adjustments, new positions, rising CalPERS costs, and a litigation settlement.

- The Legislative Department expenditures increased by \$138,000 or 114%, which is due to the settlement of the MALDEF litigation in September.
- The Administrative Services Department expenditures increased 15% or \$56,000. This reflects wage adjustments approved by Council for Unrepresented and Miscellaneous employees, the addition of a Human Resources Analyst, step increases, and CalPERS increases.
- The Finance Department expenditures decreased by 14% or \$27,000 mainly as the result of a Staff member retiring. This led to the replacement of a CLASSIC PERS member with a PEPRA PERS member.
- The increase of \$46,000 in Development services is due to the wage adjustments for Miscellaneous and Unrepresented employees, an increase in the CalPERS rates, and a timing difference in the payment for contractual services. The salary and benefit expenditures for FY 2018-19 also had salary savings from a position vacancy.
- The Police Department expenditures increased by \$290,000 or 12% over last year. This is due to step increases, wage adjustments for Police Management, Miscellaneous and Unrepresented employees, the increase in the CalPERS rates and UAL payment, and leave buyout for a long-term employee who retired.
- Fire Service obligations to OCFA increased \$94,000 over last year's first quarter expenditures due to the increased contract cost.
- The Public Works Department expenditures increased by \$163,000, which reflects wage adjustments for Miscellaneous and Unrepresented employees, step increases, positions added/vacancies filled, increased CalPERS costs, timing differences in the payment for contractual services and an increase in some of the professional services contracts, such as landscaping.
- The increase of \$80,000 in Community Services wage adjustments for Miscellaneous and Unrepresented employees, a leave accrual payout, the restoration of part-time Staff in the FY 2019-20 Adopted Budget, increased CalPERS costs, and increased contract services costs for services that were previously donated.
- Debt Service expenditures decreased due to the reduction in the 2011 COP interest payment and the elimination of the lease/purchase payment for 120 South Bradford due to the final purchase of the property.

Measure U Fund. A total of \$127,497.04 was expended in the first quarter of FY 19-20 for ADA Ramp Design and the purchase of a forklift.

Prepared by:

Jess Terra by lea

Jessica Terra
Sr. Financial Analyst

Reviewed and approved:

Kim Krause

Kim Krause
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Revenues, Expenditures & Fund Balances – All Funds Summary, Period Beginning July 1, 2019 and ending September 30, 2019.
2. General Fund Revenues, Expenditures and Changes in Fund Balance – Budget and Actual, Period Beginning July 1, 2019 and ending September 30, 2019.

City of Placentia
Revenues, Expenditures and Fund Balance - All Funds Summary
First Quarter Period Ending September 30, 2019

	[A] ESTIMATED Beginning Fund Balance 7/1/2019 *	[B] BUDGET Revenues & Transfers In FY 2019-20	[C] ACTUAL Revenues & Transfers In 9/30/2019	[D] BUDGET Expenditures & Transfers Out FY 2019-20	[E] ACTUAL Expenditures & Transfers Out 9/30/2019	[F] = [A]+[B]-[D] ESTIMATED Ending Fund Balance 9/30/2019	[G] = [A]+[C]-[E] ACTUAL Ending Fund Balance 9/30/2019
GENERAL FUND							
10 General Fund - Unassigned (101)	\$ 47,054	\$ 39,463,500	\$ 5,110,257	\$ 38,278,050	\$ 8,059,016	\$ 1,232,504	\$ (2,901,706)
10 General Fund - Committed (101)	3,434,125	-	-	-	-	3,434,125	3,434,125
10 General Fund - Restricted and Nonspendable	5,277,691	-	-	-	-	-	5,277,691
Total General Funds	\$ 8,758,870	\$ 39,463,500	\$ 5,110,257	\$ 38,278,050	\$ 8,059,016	\$ 4,666,629	\$ 5,810,110
SPECIAL REVENUE FUNDS							
79 Measure U	\$ 1,410,323	\$ 5,000,000	\$ 418,392	\$ 4,899,000	\$ 127,497	1,511,323	1,701,218
16 Utility User Tax	-	-	-	-	-	-	-
17 Gas Tax	95	1,394,200	182,535	1,394,200	240,963	95	(58,333)
18 Measure M	486,499	917,500	109,320	952,600	688	451,399	595,131
19 Air Quality Management	190,270	67,000	-	77,200	12,827	180,070	177,443
21 Asset Seizure	223,523	-	265,963	130,000	3,391	93,523	486,096
22 Supplemental Law Enforcement	107,209	100,000	115,680	100,000	73,160	107,209	149,729
23 Park Development	19,697	-	-	-	-	19,697	19,697
24 Sewer Construction	21,485	-	-	-	-	21,485	21,485
25 Storm Drain Construction	23,960	-	-	-	-	23,960	23,960
26 Thoroughfare Construction	25,105	-	-	8,200	-	16,905	25,105
28 Street Lighting District	1	366,700	53,257	376,300	65,496	(11,599)	(12,238)
29 Landscape Maint District 92-1	12,593	439,700	272	447,200	91,903	5,093	(79,038)
30 Housing & Community Dev Fund	(201,293)	374,700	-	154,300	22,950	19,107	(224,243)
34 Affordable Housing In Lieu	54,158	-	-	53,500	-	658	54,158
47 Community Facilities District	47,680	-	-	-	-	47,680	47,680
50 Miscellaneous Grants	145,035	205,610	3,477	203,300	35,088	147,345	113,424
51 Traffic Offender	5,581	-	-	-	-	5,581	5,581
53 Housing Successor	1,667,440	108,200	900	-	-	1,775,640	1,668,340
52 Gas Tax Bond	489,642	484,500	2,219	484,500	-	489,642	491,861
54 Successor Agency	(16,216,742)	2,195,300	734,994	842,200	153,374	(14,863,642)	(15,635,122)
55 Public Safety CFD 2014-01	25,658	30,000	1,583	34,000	-	21,658	27,241
57 Public Safety Mitigation	(34,129)	-	-	-	-	(34,129)	(34,129)
58 PEG	(29,719)	80,000	-	97,300	10,798	(47,019)	(40,517)
59 Rehab Reimbursement	214,374	-	-	-	-	214,374	214,374
60 Gas Tax - RMRA	983,489	867,000	82,166	867,000	551,743	983,489	513,913
61 NOC - Public Safety Grant	(17,143)	310,000	310,000	310,000	49,481	(17,143)	243,376
62 Community-Based Transitional Hsg Gt	945,028	-	-	671,600	84,413	273,428	860,615
63 Citywide Park and Rec Impact Fee	11,821	600,000	524,737	600,000	-	11,821	536,558
65 Citywide Traffic Impact Fee	-	8,000	4,148	8,000	-	-	4,148
66 CW Stormdrain Impact Fee	326	-	-	-	-	326	326
67 Citywide Public Safety Impact Fee	(17,209)	-	52,213	-	-	(17,209)	35,004
68 Citywide Affordable Hsg Impact Fee	-	-	-	-	-	-	-
69 Quimby in Lieu Fee	-	-	505,130	-	-	-	505,130
70 TOD Traffic Impact Fee	52	100,000	221,132	100,000	-	52	221,184
71 TOD Sewer Impact Fee	(211,357)	-	310,242	-	-	(211,357)	98,885
72 TOD Streetscape Impact Fee	-	-	468,657	-	-	-	468,657
74 General Plan Update Fee	11,863	78,400	182,535	-	920	90,263	193,478
75 Technology Fee	58,449	41,000	105,266	35,000	8,750	64,449	154,965
76 Explorer Grant	50,154	68,500	-	68,500	22,231	50,154	27,923
77 OCATT Fund	-	127,000	-	127,000	21	-	(21)
78 Placentia Regional Navigation Center	2,828,688	-	-	-	81,890	2,828,688	2,746,798
80 TOD Streetscape Impact Fee	-	27,000	-	-	-	27,000	-
Total Special Revenue Funds	\$ (6,667,394)	\$ 13,990,310	\$ 4,654,821	\$ 13,042,900	\$ 1,637,584	\$ (5,719,984)	\$ (3,650,157)
CAPITAL PROJECTS FUND							
33 City Capital Projects (401)	\$ (597,713)	\$ -	\$ -	\$ -	\$ -	\$ (597,713)	\$ (597,713)
Total Capital Projects Funds	\$ (597,713)	\$ -	\$ -	\$ -	\$ -	\$ (597,713)	\$ (597,713)
ENTERPRISE FUNDS							
37 Refuse Administration - Working Capital	\$ 126,717	\$ 3,178,900	\$ 48,345	\$ 3,161,500	\$ 536,119	\$ 144,117	\$ (361,057)
48 Sewer Maintenance - Working Capital	1,427,485	780,000	128,685	1,350,200	205,561	857,285	1,350,609
Total Enterprise Funds	\$ 1,554,202	\$ 3,958,900	\$ 177,030	\$ 4,511,700	\$ 741,680	\$ 1,001,402	\$ 989,552
INTERNAL SERVICE FUNDS (ISF)							
39 Employee Health & Welfare (601)	\$ 34,326	\$ 1,156,200	\$ 293,129	\$ 1,142,700	\$ 205,578	\$ 47,826	\$ 121,877
40 Risk Management (605)	-	1,256,000	318,169	1,256,000	517,775	-	(199,606)
41 Equipment Replacement - Unrestricted (610)	34,481	-	-	-	-	34,481	34,481
Total Internal Service Funds	\$ 68,807	\$ 2,412,200	\$ 611,298	\$ 2,398,700	\$ 723,352	\$ 82,307	\$ (43,247)
City Grand Total	\$ 3,116,772	\$ 59,824,910	\$ 10,553,406	\$ 58,231,350	\$ 11,161,632	\$ (567,359)	\$ 2,508,546

City of Placentia
General Fund Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
FY 19/20 - 1st Quarter
Period ending 09-30-2019

	Budget		Actual 9/30/2019	% of Budget	Actual 9/30/2018	Change from Prior Year
	Original	Amended*				
REVENUES						
Property Tax	\$ 15,709,000	\$ 15,709,000	\$ 202,941	1.29%	\$ 208,699	\$ (5,758)
Sales and Use Tax	6,854,000	6,854,000	498,283	7.27%	387,699	110,584
Real Property Transfer Tax	231,000	231,000	52,146	22.57%	37,285	14,861
Utility Users Tax	2,420,000	2,420,000	449,126	18.56%	-	449,126
Transient Occupancy Tax	1,014,000	1,014,000	130,854	12.90%	74,626	56,228
Franchise Fees	2,320,000	2,320,000	128,818	5.55%	107,704	21,114
Business Licenses	1,029,000	1,029,000	50,083	4.87%	47,391	2,692
Lease Revenue	1,384,000	1,384,000	588,931	42.55%	159,918	429,013
Per Barrel Tax	40,000	40,000	9,556	23.89%	20,240	(10,684)
Permits	872,000	872,000	642,491	73.68%	227,332	415,159
Fines & Forfeitures	569,000	569,000	107,491	18.89%	113,392	(5,901)
Investment Income	72,000	72,000	43,888	60.96%	73,385	(29,497)
Intergovernmental	253,000	253,000	72,748	28.75%	13,965	58,783
Charges for Services	1,028,000	1,028,000	263,204	25.60%	237,315	25,889
Sales of Real Property	-	-	-	0.00%	-	-
Refund & Reimbursements	702,000	709,800	57,585	8.11%	54,327	3,258
Other Financing Sources	1,500,000	1,500,000	1,547,438	103.16%	-	1,547,438
Sub-total	35,997,000	36,004,800	4,845,582	13.46%	1,763,278	3,082,304
Transfer In	3,458,700	3,458,700	264,675	7.65%	855,633	(590,958)
Total Revenues	\$ 39,455,700	\$ 39,463,500	\$ 5,110,257	12.95%	\$ 2,618,911	\$ 2,491,345
Legislative	\$ 1,366,900	\$ 1,366,900	\$ 257,948	18.87%	120,370	137,578
Administration	2,048,500	2,048,500	423,166	20.66%	367,115	56,051
Finance	1,091,200	1,091,200	172,204	15.78%	200,139	(27,935)
Development Services	1,093,700	1,093,700	243,253	22.24%	197,041	46,212
Public Safety - Police	13,290,900	13,290,900	2,749,159	20.68%	2,458,476	290,683
Public Safety - Fire & Paramedic	6,798,100	6,798,100	1,699,519	25.00%	1,605,497	94,022
Public Safety - Animal Control	352,000	352,000	-	0.00%	-	-
Fire & Life Safety	1,245,800	1,245,800	49,294	3.96%	-	49,294
Public Works	3,679,500	3,693,500	718,647	19.46%	555,140	163,507
Community Services	1,620,500	1,611,500	434,703	26.98%	354,635	80,068
Environmental Planning	166,700	166,700	1,163	0.00%	768	395
General Government	4,004,200	4,004,200	1,002,773	25.04%	994,580	8,193
Debt Service	488,700	488,700	84,577	17.31%	109,646	(25,069)
Sub-total	37,246,700	37,251,700	7,836,407	21.04%	6,963,408	872,999
Capital Improvement Programs	804,900	814,050	169,534	20.83%	22,072	147,463
Transfers Out	212,300	212,300	53,075	25.00%	58,718	(5,643)
Total Expenditures	\$ 38,263,900	\$ 38,278,050	\$ 8,059,016	21.05%	\$ 7,044,197	\$ 1,014,819
Net Increase (Decrease) Fund Balance	\$ 1,191,800	\$ 1,185,450	\$ (2,948,760)			



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: DECEMBER 3, 2019

SUBJECT: **PURCHASE OF 800 MHz RADIOS FOR THE PLACENTIA FIRE AND LIFE SAFETY DEPARTMENT**

FISCAL
IMPACT: EXPENSE: \$215,037.84 TOTAL PURCHASE PRICE OF RADIOS
BUDGET: \$40,000.00 GENERAL FUND CIP (106010-6840)
\$58,000.00 GENERAL FUND CIP (106011-6840)
(MID-YEAR ADJUSTMENT REQUIRED FOR BALANCE)

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. As a part of that decision, the City Council directed the City Administrator to take the necessary steps to implement the Department. On June 18, 2019, the City Council approved a contract with Lincoln Public Safety Management for a Senior Executive Fire Advisor to fulfill the duties associated with an Interim Fire Chief. Another step in the implementation of the Department is to purchase the necessary 800 MHz radios for the fire department. This purchase includes mobile radios for each apparatus and command staff units, hand-held radios for personnel and base station radios for each fire station. The Motorola radios are dual band to allow the City's Fire Department to communicate with other agencies during mutual aid responses or when participating in wildfire strike teams. In addition, Lynch EMS, the City's new 9-1-1/Advanced Life Support service provider will be purchasing new radios for their personnel and ambulances assigned to Placentia allowing Lynch to communicate directly with Placentia's dispatch center and Fire and Police Departments, and make base hospital contact to receive orders from emergency room Staff when transporting patients to the hospital.

RECOMMENDATION:

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

1. Authorize the City Administrator to approve a purchase order to Motorola Solutions for the purchase of 800 MHz radios for a not-to-exceed amount of \$215,037.84; and
2. Authorize the City Administrator to execute all necessary documents, in a form approved by the City Attorney.

1. h.
December 3, 2019

DISCUSSION:

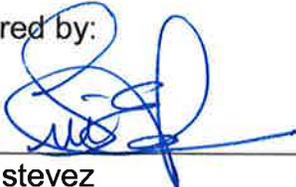
On June 4, 2019, the City Council accepted the recommendation of the Fire Protection RFP Review Committee and directed Staff to take the necessary measures and specific actions to staff, equip, and fully operationalize the Department by July 1, 2020. The proposed 800 MHz radio purchase for the Department is required to ensure the Department is able to communicate with our Police Department as well as our neighboring fire agencies on the County communications trunk system.

The proposed purchase presented to the City Council for its consideration will equip all the City's apparatus and command staff units with mobile radio units, as well as base radios for both fire stations and handheld radios for each on-duty firefighter. Lynch EMS, the City's new 9-1-1/Advanced Life Support EMS provider will also be purchasing their own Motorola 800 MHz radios. The radios are sold direct from Motorola without the use of a local manufacturer sales representative. The City's Purchasing and Contract Guidelines allow for sole source purchases if a proprietary product is only available through a single source. To facilitate, integrate, and ensure effective emergency communications and responses, it is necessary to utilize the same Countywide emergency communications system. The City's Police Department already utilizes similar Motorola radios.

FISCAL IMPACT:

At the September 24, 2019 City Council meeting, Council authorized the financing of fire apparatus equipment and other capital equipment purchases needed to establish the Placentia Fire and Life Safety Department for an amount not to exceed \$1,795,000 and directed the City Administrator to finalize the required financing documents. On November 19, 2019, the City Council formally approved the final lease agreement package and borrowing costs for the new apparatus as well as equipment, tools and other capital equipment purchases such as the Motorola 800MHz radios. The not-to-exceed purchase order amount for the radios is \$215,037.84. A mid-year budget amendment will be necessary in order to appropriate an additional \$117,100.00 to this purpose (\$98,000.00 was appropriated at the time of adoption of the FY 19-20 Operating & CIP Budgets). As such, 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:

Motorola Solutions Cost Proposal



Motorola Solutions
10680 Treena Street, Suite 200
San Diego, Ca 92131

Attention: Kim Caplan
Phone: 858-442-3979
kim.caplan@motorolasolutions.com
Quote: CAT-25SEPT19-PLACENTIA
christine.toth@bearcom.com

PREPARED FOR: Julie Kennicutt
AGENCY: Placentia Fire

Equipment Details and Pricing

Qty:	Model	Description	List Price	Price Book	Extended
APX4500 Mobile Control Station with Encryption					
2	M22URS9PW1 N	APX4500 7/800	\$ 5,799.00	\$ 4,204.28	\$8,408.55
2	QA02756	ADD: 3600 OR 9600 BAUD TRUNKING			
2	G843	ADD: AES ENCRYPTION			
2	GA00804	ADD: APX O2 CONTROL HEAD			
2	G444	ADD: APX CONTROL HEAD SOFTWARE			
2	G66	ADD: DASH MOUNT			
2	W3B2	CONTROL STATION DESK GCAI MIC			
2	G996	ADD: PROGRAMMING OVER P25 (OTAP)			
2	G298	ENH: ASTRO 25 OTAR W/ MULTIKEY			
2	G142	ADD: NO SPEAKER NEEDED			
2	G91	ADD: CONTROL STATION POWER SUPPLY			
2	W665	ADD: CONTROL STATION OPERATION			
2	G24	3 YEAR ESSENTIAL SERVICE			
2	GA09008	ADD: GROUP SERVICES			
2	G89	NO RF ANTENNA NEEDED			
APX8500 MOBILE ALL BAND RADIO WITH ENCRYPTION NO DEK					
9	M3778S9PW1 N	APX8500 ALL BAND MP MOBILE	\$ 9,864.00	\$ 7,151.40	\$64,362.60
9	G806	ENH: ASTRO DIGITAL CAI OP APX			
9	G51	ENH: SMARTZONE OPERATION APX			
9	G361	ADD: P25 TRUNKING SOFTWARE			
9	GA00805	ADD: APX O7 CONTROL HEAD			
9	G444	ADD: CONTROL HEAD SOFTWARE			
9	G843	ADD: AES ENCRYPTION			
9	B1B	ADD AUXILIARY 7.5 WATT SPEAKER			
9	G67	ADD: REMOTE MOUNT MID POWER			
9	GA01513	ADD: ALL BAND MOBILE ANTENNA (7/8/V/U)			
9	W22	ADD: PALM MICROPHONE			
9	G996	ADD: PROGRAMMING OVER P25 (OTAP)			
9	G298	ENH: ASTRO 25 OTAR W/ MULTIKEY			
9	G78	ADD: 3 YEAR ESSENTIAL SERVICE			
9	GA00235	ADD: NO GPS ANTENNA NEEDED			
9	GA09008	ADD: GROUP SERVICES			
APX8000E MODEL 3.5 WITH ENCRYPTION-GREEN HOUSING					
15	H91TGD9PW7 N	APX 8000 ALL BAND PORTABLE MODEL 3.5	\$ 10,816.00	\$ 7,841.60	\$117,624.00
15	H38	ADD: SMARTZONE OPERATION			
15	Q806	ADD: ASTRO DIGITAL CAI OPERATION			
15	Q361	ADD: P25 9600 BAUD TRUNKING			
15	G996	ADD: PROGRAMMING OVER P25 (OTAP)			
15	Q498	ENH: ASTRO 25 OTAR W/ MULTIKEY			
15	Q629	ENH: AES ENCRYPTION			
15	QA02006	ENH: APX8000E RUGGED RADIO			
15	QA01427	ALT:APX 8000 HOUSING GREEN			
15	Q58	ADD: 3 YEAR ESSENTIAL SERVICE			
15	QA09008	ADD: GROUP SERVICES			
Additional Options and Accessories					
15	PMN4504	APX8000E BATTERY	\$ 150.00	\$ 108.75	\$ 1,631.25
15	NNTN8860	CHARGER, SINGLE-UNIT, IMPRES	\$ 150.00	\$ 108.75	\$ 1,631.25
3	NNTN8844A	CHARGER, MULTI-UNIT, IMPRES 2, 6-DISP, NA/LA-PLUG, ACC USB CHGR	\$ 1,250.00	\$ 906.25	\$ 2,718.75
2	Y8066	YAGI ANTENNA	\$ 229.08	\$ 220.00	\$440.00

Pricing per Orange County Price Book Agreement # MA-060-15011560

QUOTE TERMS AND CONDITIONS :

- 1) Quotes are exclusive of all installation and programming charges(unless expressly stated) and all applicable taxes.
- 2) Purchaser will be responsible for shipping costs, which will be added to the invoice.
- 3) Prices quoted are valid for thirty (30) days from the date of this quote.
- 4) Unless otherwise stated, payment will be due within thirty days after invoice.
- 5) The information provided in this quote is provided for budgetary purposes only, and does not constitute an offer to sell or license any Motorola product.

Subtotal	\$196,816.40	
8.75% Tax	\$15,253.27	17,221.44
Shipping	\$0.00	1,000.00
Total	\$212,069.67	215,037.84

lea

REQUIRED INFORMATION FOR THE PURCHASE ORDER:

- 1) Be a valid Purchase Order / Contract / Notice to Proceed on Company Letterhead (*note: Purchase Requisitions cannot be accepted*).
- 2) Have a PO Number / Contract Number & Date
- 3) Identify "Motorola Solutions Inc." as the Vendor (Motorola Solutions Inc, 10680 Treema Street, Suite 200, San Diego, CA 92131)
- 4) Have Payment Terms or Contract Number (Net 30, or Agreement # MA-060-15011560)
- 5) Be issued in the Legal Entity's Name
- 6) Include a Bill-To Address with a Contact Name and Phone Number
- 7) Include a Ship-To Address with a Contact Name and Phone Number
- 8) Include an Ultimate Address (only if different than the Ship-To)
- 9) Be Greater than or Equal to the Value of the Order
- 10) Be in a Non-Editable Format
- 11) Identify Tax Exemption Status (where applicable)
- 12) Include a Signature (as Required)
- 13) Email PO to "christine.totb@bearcom.com" to submit order



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

SECOND READING AND ADOPTION	
Ord No. <u>O-2019-12</u>	Date <u>12/03/2019</u> Item No. <u>1.i.</u>
First reading approved on <u>11/19/2019</u> 2.a. (Date)	
Reviewed and Approved:	
Department Head <u>[Signature]</u>	
Deputy City Clerk <u>[Signature]</u>	

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

1. i.
December 3, 2019

2. a.
November 19, 2019

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



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: DECEMBER 3, 2019

SUBJECT: **PURCHASE OF UNIFORMS FROM FIREFIGHTERS' SAFETY CENTER FOR PLACENTIA FIRE AND LIFE SAFETY DEPARTMENT STAFF**

FISCAL
IMPACT: EXPENSE: \$38,143.40 TOTAL PURCHASE PRICE OF UNIFORMS
BUDGET: \$44,300.00 FY 2019-20 OPERATING BUDGET (103065/66/67-6360)

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. As a part of that decision, the City Council directed the City Administrator to take the necessary steps to implement the Department. On June 18, 2019, the City Council approved a contract with Lincoln Public Safety Management for a Senior Executive Fire Advisor to fulfill the duties associated with an Interim Fire Chief. Another step in the implementation of the Department is to purchase the necessary uniforms for Department Staff. This purchase provides an initial two (2) sets of uniforms for each sworn employee. Staff researched several uniform vendors and found the pricing provided by Firefighters' Safety Center to be the most competitive for the particular brand recommended by the City's Senior Executive Fire Advisor. The recommended actions will generate a purchase order to the approved vendor and newly hired Department Staff will be sent to the vendor's facility to be fitted for their uniforms.

RECOMMENDATION:

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

1. Authorize the City Administrator to approve a purchase order to Firefighters' Safety Center for the purchase of Fire Department personnel uniforms for a not-to-exceed amount of \$38,143.40; and
2. Authorize the City Administrator to execute all necessary documents, in a form approved by the City Attorney.

1. j.
December 3, 2019

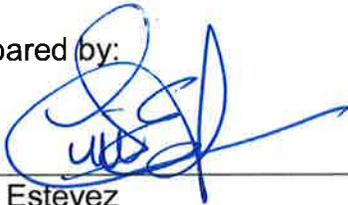
DISCUSSION:

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. The proposed purchase presented to the City Council for its consideration will provide two (2) initial sets of uniforms to all Department sworn personnel along with one (1) set of station boots and one (1) belt. The cost proposal also includes embroidering each Department employee's name as well as sewing on the uniform patches. The brand of uniform was recommended by the City's Senior Executive Fire Advisor as this particular brand is durable and long-lasting based on his experience. Staff researched the pricing provided by various uniform vendors online and found the pricing offered by Firefighters' Safety Center as the most competitive. Accordingly, Staff recommends the City Council authorize the issuance of a purchase order to this vendor for the proposed uniform purchase.

FISCAL IMPACT:

A total of \$44,300 has been budgeted in the FY 2019-20 Operating Budget for Fire Department uniform purchases. As such, sufficient funds exist for the recommended actions.

Prepared by:



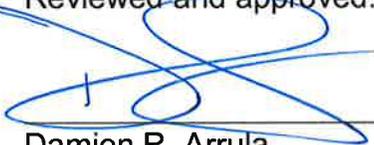
Luis Estevez
Director of Public Works

Reviewed and approved:



Kim Krause
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Firefighters' Safety Center Cost Proposal

Firefighters' Safety Ctr.

14565 Valley View Ave Ste W
Santa Fe Springs, CA 90670
P : 562 921 8686 | F : 562 921 0789



QUOTE

Date	Sales Rep	Paid / COD / Bill
10/23/2019	JACK EVANS	BILL DEPARTMENT

Name	Phone	Department
LUIS ESTEVEZ		PLACENTIA FIRE

Street Addr.	City	State	ZIP
--------------	------	-------	-----

Credit Card # :
Exp :

Billing Address :
email to :

Item #	Description	Qty	Unit price	Total price
740BK	WORKRITE BLACK S/S	8	\$98.95	\$791.60
740NB	WORKRITE NAVY S/S	96	\$98.95	\$9,499.20
FF3	FIREFIGHTER 3 BOOTS	52	\$239.00	\$12,428.00
BELT	BELT WITH BUCKLE	52	\$22.50	\$1,170.00
EMB	EMBROIDERY ON SHIRT	82	\$7.50	\$615.00
1S	SEWING OF DEPT PATCH	208	\$3.00	\$624.00
400BK/NB	WORKRITE PANTS A CUT		\$114.30	
402BK/NB	WORKRITEPANTS B CUT	104	\$119.15	\$12,391.60
1H	HEMMING OF PANTS	104	\$6.00	\$624.00

Subtotal **\$38,143.40**

Quick Notes :
QUOTE GOOD FOR 60 DAYS
NET 30 TERMS

Shipping & handling
Tax rate
Sales tax



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF FINANCE

DATE: DECEMBER 3, 2019

SUBJECT: **MEASURE M (M2) EXPENDITURE REPORT FOR FISCAL YEAR 2018-19**

FISCAL
IMPACT: NONE

SUMMARY:

On November 6, 1990, Orange County voters approved Measure M, which authorized the imposition of a one-half percent (1/2%) sales tax for a 20-year period effective April 1, 1991, to provide funding for regional and local transportation projects. On November 7, 2006, voters approved Measure M (M2). M2 is a 30-year, multi-billion dollar program extension of the original Measure M with a new slate of transportation projects and programs. The City of Placentia receives local M2 funds each year. Adoption of the attached resolution will approve and adopt the M2 Expenditure Report for submittal to the Orange County Transportation Authority (OCTA) as part of the M2 compliance.

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, concerning the Measure M2 Expenditure Report for the City of Placentia for the Fiscal Year ending June 30, 2019.

DISCUSSION:

The expenditure report is a detailed financial report submitted by the City and used to track financial activity as it relates to M2 and other improvement funds. The report accounts for funds received, interest earned, and use of M2 and other funds. The report is used to validate eligible use of funds and must be submitted within six (6) months following the end of the City's fiscal year.

1. k.
December 3, 2019

FISCAL IMPACT:

There is no fiscal impact. The M2 Expenditure Report is a receive and file document that is a required component of M2 compliance and must be submitted in order to qualify for current and future M2 funding.

Prepared by:



Jamie Trinh
Senior Accounting Technician

Reviewed and approved:



Kim Krause
Director of Finance

Reviewed and approved:



Luis Estevez
Director of Public Works

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Resolution No. R-2019-XX
2. Measure M2 Expenditure Report

RESOLUTION NO. R-2019-67

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, CONCERNING THE MEASURE M2 EXPENDITURE REPORT FOR THE CITY OF PLACENTIA FOR THE FISCAL YEAR ENDING JUNE 30, 2019

WHEREAS, local jurisdictions are required to meet eligibility requirements and submit eligibility verification packages to Orange County Transportation Authority (OCTA) in order to remain eligible to receive M2 funds.

WHEREAS, Local Transportation Authority Ordinance No. 3 requires local jurisdictions to adopt an annual Expenditure Report as part one of the eligibility requirements to account for Net Revenues, developer/traffic impact fees, and funds expended by local jurisdiction that satisfy the Maintenance of Effort requirements; and

WHEREAS, the Expenditure Report shall include all Net Revenue fund balances, interest earned, and expenditures identified by type and program or project; and

WHEREAS, the Expenditure Report must be adopted and submitted to the Orange County Transportation Authority (OCTA) each year within six months of the end of the local jurisdiction's fiscal year to be eligible to receive Net Revenues as part of Measure M2.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF PLACENTIA, does hereby inform OCTA that:

- a) The M2 Expenditure Report is in conformance with the M2 Expenditure Report Template provided in the Renewed Measure M Eligibility Guidelines and accounts for Net Revenues including interest earned, expenditures during the fiscal year and balances at the end of fiscal year.
- b) The M2 Expenditure Report is hereby adopted by the City of Placentia.
- c) The City of Placentia's Director of Finance is hereby authorized to sign and submit the Measure M2 Expenditure Report to OCTA for the fiscal year ending June 30, 2019.

PASSED, APPROVED AND ADOPTED on the 3rd day of December 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 3rd day of December 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

M2 Expenditure Report
Fiscal Year Ended June 30, 2019
Beginning and Ending Balances

Description	Line No.	Amount	Interest
Balances at Beginning of Fiscal Year			
A-M Freeway Environmental Mitigation	1	\$ -	\$ -
O Regional Capacity Program (RCP)	2	\$ -	\$ -
P Regional Traffic Signal Synchronization Program (RTSSP)	3	\$ -	\$ -
Q Local Fair Share	4	\$ 414,728.92	\$ -
R High Frequency Metrolink Service	5	\$ -	\$ -
S Transit Extensions to Metrolink	6	\$ -	\$ -
T Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	7	\$ -	\$ -
U Senior Mobility Program or Senior Non-Emergency Medical Program	8	\$ 21,816.33	\$ -
V Community Based Transit/Circulators	9	\$ (44,929.28)	\$ -
W Safe Transit Stops	10	\$ -	\$ -
X Environmental Cleanup Program (Water Quality)	11	\$ (160,000.00)	\$ -
Other*	12	\$ -	\$ -
Balances at Beginning of Fiscal Year	13	\$ 231,615.97	\$ -
Monies Made Available During Fiscal Year	14	\$ 801,141.18	\$ 8,230
Total Monies Available (Sum Lines 13 & 14)	15	\$ 1,032,757.15	\$ 8,230
Expenditures During Fiscal Year	16	\$ 546,257.23	\$ 8,230
Balances at End of Fiscal Year			
A-M Freeway Environmental Mitigation	17	\$ -	\$ -
O Regional Capacity Program (RCP)	18	\$ -	\$ -
P Regional Traffic Signal Synchronization Program (RTSSP)	19	\$ -	\$ -
Q Local Fair Share	20	\$ 611,427.18	\$ -
R High Frequency Metrolink Service	21	\$ -	\$ -
S Transit Extensions to Metrolink	22	\$ -	\$ -
T Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	23	\$ -	\$ -
U Senior Mobility Program or Senior Non-Emergency Medical Program	24	\$ 35,072.55	\$ -
V Community Based Transit/Circulators	25	\$ -	\$ -
W Safe Transit Stops	26	\$ -	\$ -
X Environmental Cleanup Program (Water Quality)	27	\$ (159,999.81)	\$ -
Other*	28	\$ -	\$ -

* Please provide a specific description

M2 Expenditure Report
Fiscal Year Ended June 30, 2019
Sources and Uses

Description	Line No.	Amount	Interest
Revenues:			
A-M Freeway Environmental Mitigation	1	\$ -	\$ -
O Regional Capacity Program (RCP)	2	\$ -	\$ -
P Regional Traffic Signal Synchronization Program (RTSSP)	3	\$ -	\$ -
Q Local Fair Share	4	\$ 537,670.54	\$ 8,229.51
R High Frequency Metrolink Service	5	\$ -	\$ -
S Transit Extensions to Metrolink	6	\$ -	\$ -
T Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	7	\$ -	\$ -
U Senior Mobility Program or Senior Non-Emergency Medical Program	8	\$ 58,541.36	\$ -
V Community Based Transit/Circulators	9	\$ 44,929.28	\$ -
W Safe Transit Stops	10	\$ -	\$ -
X Environmental Cleanup Program (Water Quality)	11	\$ 160,000.00	\$ -
Other*	12	\$ -	\$ -
TOTAL REVENUES (Sum lines 1 to 12)	13	\$ 801,141.18	\$ 8,229.51
Expenditures:			
A-M Freeway Environmental Mitigation	14	\$ -	\$ -
O Regional Capacity Program (RCP)	15	\$ -	\$ -
P Regional Traffic Signal Synchronization Program (RTSSP)	16	\$ -	\$ -
Q Local Fair Share	17	\$ 340,972.28	\$ 8,229.51
R High Frequency Metrolink Service	18	\$ -	\$ -
S Transit Extensions to Metrolink	19	\$ -	\$ -
T Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	20	\$ -	\$ -
U Senior Mobility Program or Senior Non-Emergency Medical Program	21	\$ 45,285.14	\$ -
V Community Based Transit/Circulators	22	\$ -	\$ -
W Safe Transit Stops	23	\$ -	\$ -
X Environmental Cleanup Program (Water Quality)	24	\$ 159,999.81	\$ -
Other*	25	\$ -	\$ -
TOTAL EXPENDITURES (Sum lines 14 to 25)	26	\$ 546,257.23	\$ 8,229.51
TOTAL BALANCE (Subtract line 26 from 13)	27	\$ 254,883.95	\$ -

* Please provide a specific description

M2 Expenditure Report
Fiscal Year Ended June 30, 2019
Streets and Roads Detailed Use of Funds

Type of Expenditure	Line No.	MOE ²	+Developer / Impact Fees	O	O Interest	P	P Interest	Q	Q Interest	X	X Interest	Other M2 ³	Other M2 Interest	Other ⁴	TOTAL
Indirect and/or Overhead	1	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Construction & Right-of-Way															
New Street Construction	2	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Street Reconstruction	3	\$	\$	\$	\$	\$	\$	\$ 149,118.65	\$ 8,229.51	\$	\$	\$	\$	\$	\$ 157,548.16
Signals, Safety Devices, & Street Lights	4	\$ 28,481.41	\$	\$	\$	\$	\$	\$ 100,579.89	\$	\$	\$	\$	\$	\$	\$ 139,061.30
Pedestrian Ways & Bikepaths	5	\$ 13,462.00	\$	\$	\$	\$	\$	\$ 50,800.00	\$	\$	\$	\$	\$	\$	\$ 64,262.00
Storm Drains	6	\$ 5,000.00	\$	\$	\$	\$	\$	\$	\$	\$ 159,999.81	\$	\$	\$	\$	\$ 164,999.81
Storm Damage	7	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Total Construction⁵	8	\$ 56,943.41	\$	\$	\$	\$	\$	\$ 300,698.54	\$ 8,229.51	\$ 159,999.81	\$	\$	\$	\$	\$ 525,871.27
Right of Way Acquisition	9	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Total Construction & Right-of-Way	10	\$ 56,943.41	\$	\$	\$	\$	\$	\$ 300,698.54	\$ 8,229.51	\$ 159,999.81	\$	\$	\$	\$	\$ 525,871.27
Maintenance															
Patching	11	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Overlay & Sealing	12	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Street Lights & Traffic Signals	13	\$	\$	\$	\$	\$	\$	\$ 40,273.74	\$	\$	\$	\$	\$	\$	\$ 40,273.74
Storm Damage	14	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Other Street Purpose Maintenance	15	\$ 613,896.46	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$ 613,896.46
Total Maintenance⁶	16	\$ 613,896.46	\$	\$	\$	\$	\$	\$ 40,273.74	\$	\$	\$	\$	\$	\$	\$ 654,170.20
Other	17	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$ 45,285.14	\$	\$	\$ 45,285.14
GRAND TOTALS (Sum Lines 1, 10, 16, 17)	18	\$ 670,839.87	\$	\$	\$	\$	\$	\$ 340,972.28	\$ 8,229.51	\$ 159,999.81	\$	\$ 45,285.14	\$	\$	\$ 1,225,326.61

¹ Includes direct charges for staff time
² Local funds used to satisfy maintenance of effort (MOE) requirements
³ Other M2 includes A-M, R,S,T,U,V, and W
⁴ Transportation related only
⁵ Please provide a specific description

Project	Description
A M	Freeway Environmental Mitigation
O	Regional Capacity Program (RCP)
P	Regional Traffic Signal Synchronization Program (RTSSP)
Q	Local Fair Share
R	High Frequency Metrolink Service
S	Transit Extensions to Metrolink
T	Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems
U	Senior Mobility Program or Senior Non-Emergency Medical Program
V	Community Based Transit/Circulators
W	Safe Transit Stops
X	Environmental Cleanup Program (Water Quality)

**M2 Expenditure Report
Fiscal Year Ended June 30, 2019
Local Fair Share Project List**

PROJECT NAME	AMOUNT EXPENDED
1902 - Kraemer Orange Road Rehab	94706
1905 - Design for ADA Ramp	49800
1907 - PED Access Phase 7	1000
2903 - Miraloma Richfield Signal Mod	30000
2904 - Citywide Traffic Signal Repair	45853.63
2906 - Kraemer Alta Vista Signal Improvement	45000
2907 - Bastanchury Valencia Signal Improvement	20000
5801 - Metro Station Parking Structure	62842.16
	\$ 349,201.79

M2 Expenditure Report
Fiscal Year Ended June 30, 2019

I certify that the interest earned on Net Revenues allocated pursuant to the Ordinance shall be expended only for those purposes for which the Net Revenues were allocated and all the information attached herein is true and accurate to the best of my knowledge:

Director of Finance (Print Name)

Date

Signature



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: CITY ADMINISTRATOR
FROM: DIRECTOR OF ADMINISTRATIVE SERVICES
DATE: DECEMBER 3, 2019
SUBJECT: **FIRE AND LIFE SAFETY DEPARTMENT UNIFORM PATCH AND LOGO**

FISCAL

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

SUMMARY:

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. In preparation for the new Department, the City Council directed the City Administrator to take the necessary steps to implement the Department. This includes creating the necessary insignia for the Department. As part of this process, the City held a communitywide contest to design the new Fire Department's uniform patch. The patch contest was well advertised, including an article in the OC Register. During the five and a half week contest period, the City received twelve (12) submittals from Placentia residents and students from the Placentia-Yorba Linda Unified School District. The submissions were then evaluated by the Ad-Hoc Committee and after requested changes, a patch was chosen to present to the City Council. Additionally, the Ad-Hoc Committee designed a logo to be used for the Fire Department for insignia on apparatus as well as Fire Department materials. This action tonight reviews and approves the Ad-Hoc Committee's recommendation on the Fire Department's patch and logo.

RECOMMENDATION:

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

1. Review the recommended patch and logo for the Placentia Fire and Life Safety Department and incorporate any changes requested by the City Council; and
2. Approve the patch and logo for use by the new Placentia Fire and Life Safety Department.

DISCUSSION:

On June 4, 2019, the Placentia City Council voted to establish the Placentia Fire and Life Safety Department and awarded a contract to Lynch EMS for 9-1-1/Advanced Life Support services. In preparation for the new Department, the City Council directed the City Administrator to take the necessary steps to implement the Department. This includes creating the necessary insignia for

1. I.
December 3, 2019

the Department. The City created a communitywide contest to design the new Department's uniform patch. The patch contest began on September 10, 2019 and submissions were accepted until October 17, 2019. In this time period, the patch contest was advertised on the City's Website, weekly City Administrator's newsletter (CA Weekly), social media, distributed to the Placentia-Yorba Linda Unified School District, advertised in a press release as well as a published OC Register article.

The contest rules specified the requirements for the patch including required text, format, size, design elements and that submittals must be from Placentia residents or Placentia-Yorba Linda Unified School District students. Rules indicated that the artwork would be the property of the City and changes may be made to submissions to embody the City's vision for the Fire Department's patch.

A total of twelve (12) submissions were received and evaluated by the Patch Contest Ad-Hoc Committee which was comprised of Mayor Pro Tem Ward Smith, Councilmember Chad Wanke, City Administrator Damien Arrula, Senior Executive Fire Advisor Scott Ferguson, Chief of Police Darin Lenyi, and additional Placentia Staff. The Ad-Hoc Committee met on November 6, 2019, November 12, 2019 and November 20, 2019 to evaluate submissions, discuss requested changes and ultimately recommend a proposed patch for Council review.

In addition to the uniform patch, the Department also requires a logo for use on the apparatus, letterhead, and other administrative items. The City worked with the Ad-Hoc Committee to create a desired design, which was also discussed and recommended at the aforementioned meetings.

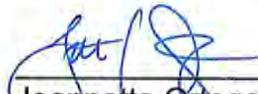
The Ad-Hoc Committee respectfully recommends that the City Council review the uniform patch and logo, make any changes and approve the uniform patch and logo for starting the Placentia Fire and Life Safety Department.

Prepared by:



Rebecca J. Rodstein
Communications and Marketing
Management Analyst

Reviewed and approved:



Jeannette Ortega
Assistant to the City Administrator/
Economic Development Manager

Reviewed and approved:



Rosanna Ramirez
Director of Administrative Services



Damien R. Arrula
City Administrator



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: DECEMBER 3, 2019

SUBJECT: **AWARD OF CONSTRUCTION CONTRACT TO CANNON CONSTRUCTORS SOUTH, INC. FOR TENANT IMPROVEMENTS FOR THE PLACENTIA NAVIGATION CENTER**

FISCAL
IMPACT: EXPENSE: \$2,586,948 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. The City Council previously awarded construction contracts for demolition and asbestos abatement work as well as voluntary building seismic retrofit work in order to advance these elements of the project and advance the project schedule. Totum solicited three (3) bids from qualified building contractors for the final building/tenant improvements and received two (2) responses from qualified contractors. The low bid was submitted by Cannon Constructors South, Inc. Staff recommends the City Council award this construction contract in order to complete this project and ensure timely delivery of the Navigation Center to the community.

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Approve the construction plans, documents, and technical specifications prepared by Totum Corporation and award a construction contract to Cannon Constructors South, Inc., for the tenant improvements for the Placentia Navigation Center for a not-to-exceed amount of \$2,586,948; and
2. Authorize the City Administrator to approve contract change orders up to 10% or \$258,694.80; and
3. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

1. m.
December 3, 2019

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 is 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. Based on the current project schedule, the project team anticipates opening the Center to the public in March 2020. The City Council previously approved construction contracts for demolition work and asbestos abatement as well as voluntary building seismic retrofit work in order to advance those elements of the project and the delivery schedule. Totum solicited bids from three (3) qualified building contractors to construct the final building/tenant improvements. 2H Construction elected to not submit a bid and notified Totum late on bid day that they would be unable to perform the work within the aggressive schedule the City and North SPA requires. The following bids were received by Totum:

Contractor	Bid Amount
Cannon Constructors South, Inc.	\$2,609,963
Parker Brown, Inc.	\$2,764,495
2H Construction	Did not submit bid

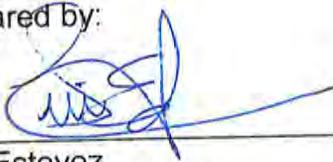
The bid schedule for this project included additive/alternate bid items that include the relining of the existing sewer lateral, additional fee incentive for delivering the project three (3) weeks early, and the purchase of a back-up power generator for the facility. The bid pricing noted in the table above includes these additive bid items. Staff recommends accepting the additive bid item for delivering the project three (3) weeks earlier than the original working day limit provided in the project specifications for an additional cost of \$16,500. The purchase of a back-up power generator could be added later towards the end of the project provided there are not any significant contract change orders required for the project, and budgeted funds remain for that purchase. The construction contract only covers the cost of the building improvements and does not include furniture, fixtures and equipment such as beds and mattresses and office furniture for the site operator. Funds for those purchases have been set aside in the project budget and Staff will solicit competitive bids for those furnishings separately. Staff would then return to the City Council with a separate request to consider and authorize the purchase of furniture and ancillary equipment needed to operate the Center in the near future.

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 Cannon Constructors South, Inc., for the final building/tenant improvements 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 \$2,215,224 in HEAP Grant funding along with an additional \$1,023,482 in SB2 Funding from the North SPA partner Cities 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 Cannon Constructors South, Inc.

**CITY OF PLACENTIA
PUBLIC WORKS AGREEMENT FOR
THE PLACENTIA NAVIGATION CENTER PROJECT**

THIS AGREEMENT (herein "Agreement"), is made and entered into this 3rd day of December 2019 by and between the CITY OF PLACENTIA, a municipal corporation and charter city, (herein "City") Cannon Constructors South, Inc., (herein "Contractor"). The parties hereto agree as follows:

WITNESSETH:

A. WHEREAS, City requires the construction of various tenant improvements to convert an existing industrial/commercial building into a 100-bed 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 Cannon Constructors South, Inc., a (California corporation) located at 1700 Ventura Boulevard, #301, Encino CA 91316.
- (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 City Engineer 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

Placentia Navigation Center

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 Two Million Five Hundred Eighty Six Thousand Nine Hundred and Forty Eight Dollars (\$2,586,948 (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. The City Administrator is authorized to approve change orders up to 10% of the contract, or not-to-exceed \$258,694.80.

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-five percent (95%) 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 five percent (5%) 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 March 31, 2021, 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:

Cannon Constructors South, Inc.
Attn: John McClelland, Director of Operations
17000 Ventura Boulevard, #301
Encino, CA 91316

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,

Placentia Navigation Center

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, INDEMNIFICATION AND BONDS

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, insurance 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.

Placentia Navigation Center

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 Community Development Director, 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 6.3 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 Labor and Materials and Performance Bonds. Concurrently with execution of this Agreement, Contractor shall deliver to City a labor and materials bond and a performance bond each in the sum of the amount of this Agreement, in the forms provided by the City Clerk, which secures the faithful performance of this Agreement. The bonds shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

6.5 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.

6.6 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-five percent (95%) 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 five percent (5%) 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 Council, 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.

Placentia Navigation Center

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 B). 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.: Luis Estevez, Director of Public Works

To Contractor:
Cannon Constructors South, Inc.
17000 Ventura Boulevard, #301
Encino, CA 91316
Attn: John McClelland, Director of Operations

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, nor 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

Placentia Navigation Center

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.

CITY OF PLACENTIA,
A municipal corporation and Charter City

Damien R. Arrula, City Administrator

Date: _____

ATTEST:

Robert S. McKinnell, City Clerk

CONTRACTOR

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

Date: _____

Placentia Navigation Center

APPROVED AS TO INSURANCE:

Rosanna Ramirez, Director of
Administrative Services

Date: _____

**LABOR AND MATERIAL PAYMENT BOND
PUBLIC WORK (CALIFORNIA)**

KNOW ALL MEN BY THESE PRESENT:

WHEREAS, _____, as Principal, has entered into a contract dated _____, with the City of Placentia (Obligee) referred to and made a part hereof to perform the following work, to wit: _____ and all appurtenant work in accordance with PROJECT NO. _____, which requires Principal to file this bond to secure claims made in relation to the project.

NOW THEREFORE, we, _____, as Principal, and _____, a corporation organized under the laws of _____ and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of Placentia, as Obligee, and all sub-contractors, laborers, material persons and other persons employed in the performance of the referenced agreement, in the sum of _____ Dollars (\$ _____ .00), lawful money of the United States of America, for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

If the above bounden PRINCIPAL, his or its heirs, executors, administrators, successors, assigns, or any of his or its sub-contractors, fails to pay for any materials, provisions, provender, or other supplies, or teams, implements or machinery, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor to persons named in Section 9100 or the Civil Code, thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor deducted, withheld and paid over to the Employment Development Department from the wages of employees of the contractor and sub-contractors pursuant to Section 13020 of the Unemployment Insurance Code, that the SURETY on this bond will pay the same, in an amount not exceeding the sum specified in this bond, AND ALSO, in case suit is brought upon this bond, a reasonable attorney's fee, which shall be awarded by the court to the prevailing party in said suit, said attorney's fee to be taxed as costs in said suit and to be included in the judgment herein rendered.

As part of the obligation secured hereby, the SURETY shall not be exonerated or released from the obligation of the bond by any change, alteration, or modification in or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement or pertaining or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme of work of improvement, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under

any such contract or agreement, or under the bond, nor, where the bond is given for the benefit of claimants, by any fraud practiced by any person other than the claimant seeking to recover on the bond.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under the Civil Code so as to give them a right of action in a suit on this bond.

This bond is executed for the purpose of complying with the laws of the State of California and shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code of the State of California.

IN WITNESS THEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

Principal

By _____

Title

(Corporate Seal)

Principal

By _____

Title

APPROVED AS TO FORM:
/s/ Christian L. Bettenhausen
City Attorney

SUPPLEMENTAL INFORMATION TO BE COMPLETED BY PRINCIPAL

If an individual, so state. If a firm or co-partnership, state the firm and give the names of all individual co-partners composing the partnership. If a Corporation, state legal name of corporation; state also the names of the president, secretary, treasurer and manager thereof.

Business Address:

Telephone Number: _____

Date: _____

Print Name: _____
Principal

Signature: _____
Title

TAX IDENTIFICATION NUMBER

The Tax Equity and Fiscal Responsibility Act of 1982 requires the payer (City of Placentia) to report to the Internal Revenue Service taxable payments to payees.

You (as a payee) are required by law to provide us with your Taxpayer Identification Number (if an individual or partnership, your Social Security Number). If you do not provide us with your correct identification number, you may be subject to a penalty imposed by the Internal Revenue Service. The payments subject to withholdings may include, but are not limited to, interest, dividends, or other payments the City of Placentia and/or the Placentia Redevelopment Agency made to you. Other payments may include rents, royalties, commissions and fees for service of non-employees.

If you are exempt from income tax, we are still required, by law, to maintain a Tax Identification Number on file. **PLEASE PROVIDE YOUR TAX IDENTIFICATION NUMBER next to the appropriate listing below, sign, date and return to:**

CITY OF PLACENTIA FINANCE DEPARTMENT
401 E. Chapman
Placentia, CA 92870

Exempt: Yes___No___ Telephone () _____

CORPORATION: _____

U.S.A. OR ANY AGENCIES THEREOF: _____

IRS CODE #501 TAX-EXEMPT ORGANIZATION: _____

A NON-COMMISSIONED CITY OF PLACENTIA EMPLOYEE: _____

SOLE PROPRIETOR: _____

A PARTNERSHIP: _____

OTHER: _____(Explain)

Signature/Title: _____ Date: _____

STATEMENT OF NON-COLLUSION BY CONTRACTOR

The undersigned who submits herewith to the City of Placentia a bid or proposal does hereby certify:

- a. That all statements of fact in such bid or proposal are true;
- b. That such bid or proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;
- c. That such bid or proposal is genuine and not collusive or sham;
- d. That said bidder has not, directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the City of Placentia or of any other bidder or anyone else interested in the proposed procurement;
- e. Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid or proposal, or that anyone should refrain from bidding or withdraw his bid or proposal;
- f. Did not in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the bid or proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his bid or proposal price, or that of anyone else;
- g. Did not, directly or indirectly, submit his bid or proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member agent thereof, or to any individual or group of individuals, except to the City of Placentia, or to any person or persons who have a partnership or their financial interest with said bidder in his business.
- h. Did not provide, directly or indirectly to any officer or employee of the City of Placentia any gratuity, entertainment, meals, or anything of value, whatsoever, which could be objectively construed as intending to invoke any form of reciprocation or favorable treatment.
- i. That no officer or principal of the undersigned firm is related to any officer or employee of the city by blood or marriage within the third degree or is employed, either full or part time, by the City of Placentia either currently or within the last two (2) years.
- j. That no officer or principal of the undersigned firm nor any subcontractor to be engaged by the principal has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy or any other act in violation of any state or federal antitrust law in connection with the bidding upon award of, or performance of, any public work contract, with any public entity, within the last three years.

I certify, under penalty of perjury under the laws of the State of California, that the foregoing is true and correct and that this certification was executed:

On _____ at _____ California.

Firm _____

(Signature)

Street _____

(Print Name & Title)

City _____ State _____ Zip _____

Placentia Navigation Center

**CITY OF PLACENTIA
PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENT: That,

WHEREAS, the CITY OF PLACENTIA (hereinafter called the "City") has awarded to _____, a California corporation (hereinafter "Principal"), an Agreement, dated _____, 20__ ("Agreement") whereby Principal agreed to provide construction services including _____;

WHEREAS, the Public Work to be performed by the Principal is more particularly set forth in the Agreement which is incorporated herein by reference and made a part hereof; and

WHEREAS, said Principal is required under the terms of the Agreement to furnish a bond for the faithful performance of the Agreement;

NOW, THEREFORE, we, _____, as Principal, and _____ as Surety, are held and firmly bound unto the City in the sum of _____ Dollars (\$ _____) this amount being not less than one hundred percent (100%) of the total contract price under Agreement, lawful money of the United States of America for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, the obligation shall become null and void if the above-bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by well and truly keep and perform all the undertakings, terms, covenants, conditions, and agreements in the said Agreement and any alteration thereof, made as therein provided, all within the time and in the manner therein designated and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officer, agents and employees, as therein stipulated; otherwise it shall be and remain in full force and virtue.

As a part of the obligation secured hereby, and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred in successfully enforcing the obligation on the bond, all to be taxed as costs and included in any judgment rendered.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Agreement, the contract documents or of the work to be performed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extensions of time, alteration or modification of Agreement, the contract documents or of the work to be performed thereunder.

Surety's obligation shall be a guarantee of payment and performance and shall not be diminished by any bankruptcy or reorganization in bankruptcy or liquidation or the result of the foregoing or otherwise of Principal. Accordingly, the filing of any petition in bankruptcy or for rearrangement or reorganization or liquidation (or proceedings similar in purpose or effect) of Principal under any federal or state laws ("Insolvency Case") will not toll or delay the date due for payment or performance hereunder as more particularly specified in of the Construction Management Agreement. The City shall be not be required to await the outcome of an Insolvency Case or to enforce any of their respective rights under the Agreement, respectively, prior to obtaining payment in full from Surety. If for any reason payment received by the City in respect of the obligations of the Principal under the Agreement guaranteed pursuant to this bond is rescinded or must be returned or restored by the City, this bond shall be automatically reinstated and shall continue to be in effect as if such payment had not been made.

Collection of liquidated damages by City due to Principal's failure to timely achieve Substantial Completion shall not limit, modify, or act as an offset or credit against Surety's obligation to arrange for or cause the completion of the Public Work as and when required by the Agreement.

IN WITNESS WHEREOF three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety named herein, on the _____ day of _____, 20__, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(Seal)

(Seal)

Placentia Navigation Center

SURETY

By _____

ADDRESS

APPROVED:

CITY ATTORNEY

PRINCIPAL

By X _____

X _____

ADDRESS

Two (2) Notarized Signatures required from all Corporations.

INSTRUCTIONS

1. The above bond must be executed by both the Principal and the Surety.
2. If the Principal is a corporation, the bond must be executed in the corporate name and signed by the President or a Vice-President and the Secretary or Assistant Secretary, and the corporate seal affixed. If the Principal is a partnership, all partners must sign it. If the Principal is an individual doing business under a fictitious name, it must be signed by all persons having an interest in the business, and the fictitious name must be signed also. The bond must be notarized by both the Principal and the Surety.
3. The City Attorney of the City of Placentia must approve the bond.
4. The bond, after approval, must be filed with the City Clerk of the City of Placentia.

EXHIBIT A

SCOPE OF SERVICES

The scope of services and improvements to be delivered in this project are wholly contained within the approved construction plans, bid specifications and technical specifications prepared by Totum Corporation for the Placentia Navigation Center. This scope of work includes items #3 and #4 included on Bid Schedule B of the project bid specifications.

SECTION C

BID

for the

PLACENTIA NAVIGATION CENTER PROJECT PROJECT NO. 2019-NOV

in the

CITY OF PLACENTIA

TO THE HONORABLE MAYOR AND MEMBERS OF THE COUNCIL OF PLACENTIA:

In compliance with the Notice Inviting Sealed Bids, the undersigned hereby proposes and agrees to perform all the work therein described, and to furnish all labor, material, equipment and incident insurance necessary therefore, in accordance with the plans and specifications on file in the office of the City of PLACENTIA. The undersigned agrees to perform the work therein to the satisfaction of and under the supervision of the City Construction Manager of the City of PLACENTIA, and to enter into a contract at the following prices. The undersigned agrees to complete the work within 15 weeks for both the interior and exterior improvements, starting from the date of the Notice to Proceed. A preliminary Notice to Proceed of 5 working days will be issued to provide sufficient time for the contractor to procure materials used for this project.

BIDDER declares that this bid is based upon careful examination of the work site, plans, specifications, Instructions to Bidders and all other contract documents. If this bid is accepted for award, BIDDER agrees to enter into a contract with CITY at the unit and/or lump sum prices set forth in the following Bid Schedule. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to CITY of the guaranty accompanying this bid.

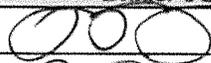
BIDDER understands that a bid is required for the entire work, and that the estimated quantities set forth in the Bid Schedule are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. THE CITY RESERVES THE RIGHT TO DELETE ANY ITEM FROM THE CONTRACT. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, fees, etc., and will be guaranteed for a period of ninety days from the bid opening date. If at such time the contract is not awarded, the CITY will reject all bids and will re-advertise the project. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

If awarded the Contract, the undersigned agrees that in the event of the BIDDER'S default in executing the required contract and filing the necessary bonds and insurance certificates within 10 working days after the date of the CITY'S notice of award of contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the CITY and this bid and the acceptance hereof may, at the CITY'S option, be considered null and void.

Issued with Bid Addendum #4

Accompanying this bid, find Bidders Bond in the amount of \$ 24,215.00, which said amount is not less than 10% of the aggregate of the total bid price, as required by the Notice Inviting Sealed Bids, payable to the CITY. (Please insert the words "Cash", "Certified Check", or "Bidder's Bond", as the case may be).

Bidder shall signify receipt of all Addenda here, if any:

<i>Addenda No.</i>	<i>Date Received</i>	<i>Bidder's Signature</i>
#4	11.19.19	
#3	11.15.19	
#2	11.13.19	
#1	11.7.19	

Issued with Bid Addendum #4

**PLACENTIA NAVIGATION CENTER PROJECT
PROJECT NO. 2019-NOV**

BID SCHEDULE A BID ITEMS

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
1	Full Scope of Work Per Plans and Specifications Complete in Place for All Interior & Exterior Building Improvements	1	LS	\$ 2,570,448.00	\$

SUBTOTAL: BID SCHEDULE A

\$ 2,570,448.00

ADD / DEDUCT ALTERNATE BID ITEM

BID SCHEDULE B BID ITEMS

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
1	Delete wrought iron sliding gate and entry gate and install a vinyl coated, manual operated sliding chain link gate system with chain link door.	1	LS	\$ -18,450.00	\$
2	Add cost to hydro-jet and re-line existing sewer from building to street with fiber glass lining.	1	LS	\$ 19,360.00	\$
3	Added cost to complete project in 14 weeks in lieu of 15 weeks, i.e. 1 week early	1	LS	\$ 5,500.00	\$
4	Added cost to complete project in 13 weeks in lieu of 14 weeks (Note, #3 must be accepted to use #4)	1	LS	\$ 11,000.00	\$

Issued with Bid Addendum #4

5	Delete all aluminum glazed wall systems and replace with standard studs and drywall.	1	LS	\$ -22,395.00	\$
6	Delete the entire exterior shower room related work in entirety other than to stub water in the shower wall and cap.	1	LS	\$ -24,250.00	\$
7	Added cost to furnish 1 new 75KW portable generator, as specified in E2.	1	LS	\$ 68,750.00	LS

SUBTOTAL: BID SCHEDULE B \$ 39,515.00

GRAND TOTAL: BID SCHEDULE A&B \$ 2,609,965.00

GRAND TOTAL: BID SCHEDULE A&B WRITTEN IN WORDS:

Two million six hundred nine thousand nine hundred sixty-five dollars

The lowest responsive, responsible bidder shall be determined based on the grand total amount of Bid Schedule A AND alternate bid items included in Bid Schedule B. The City reserves the right at its discretion to award a construction contract for both Bid Schedule A and selected / all items within B or just Bid Schedule A.

BIDDER'S NAME AND ADDRESS:

CANNON
CONSTRUCTORS

Southern California
17000 Ventura Blvd., # 301
Encino, CA 91316
Tel: (818) 815-2228, Fax: (818) 815-2229

LIST OF SUBCONTRACTORS

In accordance with Government Code Section 4104, the Bidder shall set forth the name and business address of each subcontractor who will perform work or render service to the bidder on said contract in an amount in excess of one-half of one percent of the total bid or \$10,000, whichever is greater, and the portion of the work to be done by such subcontractor.

<i>Bid Schedule (A or B)</i>	<i>Portion of Work %</i>	<i>Name and Address of Subcontractor</i>	<i>State License Number</i>	<i>Class</i>
A	NA	Liberty Building Maintenance & Services, Inc. 26378 Ruether Ave. Santa Clarita CA 91350	N/A	N/A
A & B	3%	KER-MAR CONCRETE LLC 14801 BLEDSOE STREET SYLMAR, CA 91342	1013095	C-8
A	3.2%	ATLAS ORNAMENTAL IRON WORKS INC 2510 EAST 52ND STREET HUNTINGTON PARK, CA 90255	730848	C-23, C-51
A	1.1%	F E CONSTRUCTION 7741 DENSMORE AVE VAN NUYS, CA 91406	400127	B
A	10%	ZORN PRODUCTIONS UNLIMITED INC 15220 TEXACO AVE PARAMOUNT, CA 90723	713065	C-6
A	6%	ALERT INSULATION COMPANY INC 15913 OLD VALLEY BLVD LA PUENTE, CA 91744	746781	C-2, C35
A	.8%	COASTAL ROOFING COMPANY INC 3303 HARBOR BLVD SUITE G-4/5 COSTA MESA, CA 92626	767366	C-39
A	1.6%	DOORTEK SYSTEMS INC 1550 S SINCLAIR ANAHEIM, CA 92806	726227	C-61, D28
A	3.5%	INTREPID GLASS & MIRROR INC 10009 CANOGA AVE UNIT C CHATSWORTH, CA 91311	972114	C17
A & B	9%	RICE DRYWALL INC 919 EAST 6TH STREET SANTA ANA, CA 92701	282535	C-9, B, C21
A & B	8.4%	J COLAVIN & SON INC A CALIFORNIA CORPORATION 5323 ALHAMBRA AVENUE LOS ANGELES, CA 90032	260803	C15, C54
A	.7%	G & S ACOUSTICS INC 4565 E INDUSTRIAL STREET #7E SIMI VALLEY, CA 93063	381678	C-2
A	1.9%	PERFORMANCE FLOOR SYSTEMS INC 24688 PASEO DE TORONTO YORBA LINDA, CA 92887	545452	C15
A	10%	RANDALL - MCANANY COMPANY 1528 WEST 178TH ST GARDENA, CA 90248	362689	B, C33
A	NA	FUSION SIGN & DESIGN INC 680 COLUMBIA AVE RIVERSIDE, CA 92507	894662	C-61, C45, D24, D03

By submission of this bid, the Bidder certifies that he is able to and will perform the balance of all work which is not covered in the above subcontractors listing.

LIST OF SUBCONTRACTORS

In accordance with Government Code Section 4104, the Bidder shall set forth the name and business address of each subcontractor who will perform work or render service to the bidder on said contract in an amount in excess of one-half of one percent of the total bid or \$10,000, whichever is greater, and the portion of the work to be done by such subcontractor.

<i>Bid Schedule (A or B)</i>	<i>Portion of Work %</i>	<i>Name and Address of Subcontractor</i>	<i>State License Number</i>	<i>Class</i>
A & B	1%	PREFERRED CONSTRUCTION SPECIALTIES INC 2841 SATURN STREET SUITE E BREA, CA 92821	707596	C-61, D34
A	3%	SINGLETON FIRE PROTECTION INC 12990 BRANFORD STREET UNIT G ARLETA, CA 91331	667001	C16
A & B	18%	MUIR-CHASE PLUMBING CO INC 4530 BRAZIL STREET LOS ANGELES, CA 90039	539835	C36,A,B, C20
A & B	9%	CLAY DUNN ENTERPRISES INC DBA AIR - TEC 1606 EAST CARSON ST CARSON, CA 90745	420650	C20
A & B	20%	J PEREZ ELECTRICAL INC dba JP ELECTRICAL SERVICES 13511 VIRGINIA AVENUE WHITTIER, CA 90605	943871	C10
A	2%	NATIONAL FAIL SAFE 6442 INDUSTRY WAY WESTMINSTER, CA 92683	329699	B, C-7, C10, C16
A	2.8%	PATRIOT PAVING INC 2300 NORTH BATAVIA ST ORANGE, CA 92865	929054	C12, A
A & B	2.9%	WOLVERINE FENCE COMPANY INC 930 SOUTH CYPRESS STREET LA HABRA, CA 90631	870586	C13

By submission of this bid, the Bidder certifies that he is able to and will perform the balance of all work which is not covered in the above subcontractors listing.

**NONCOLLUSION AFFIDAVIT
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

State of California

ss.

County of Orange

John Lucaseo; being first duly sworn, deposes and says that he or she is Assistant V.P. of Cannon Constructors South, Inc. the party making the foregoing bid that the bid is not made in the interest of, or on the behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Cannon Constructors South, Inc.

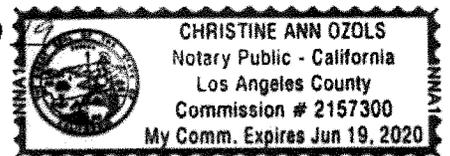
Name of Bidder

[Signature]
Signature of Bidder

17000 Ventura Blvd. Suite 301 Encino, CA 91316

Address of Bidder

Subscribed and sworn to before me this 19 day of Nov, 2019



NOTARY PUBLIC Christine Ann Ozols, Notary Public

NOTARY SEAL

Issued with Bid Addendum #4

WORKERS COMPENSATION INSURANCE CERTIFICATE

Pursuant to Section 1861 of the State Labor Code, each contractor to whom a public works contract has been awarded shall sign the following certificate.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Cannon Constructors South, Inc.

Contractor

By  _____

Executive V.P.

Title

Date: Nov 19, 2019

Issued with Bid Addendum #4

**UNDERGROUND SERVICE ALERT
IDENTIFICATION NUMBER**

(To be completed only by the awarded Contractor prior to excavation)

No excavation will be permitted until this form is completed and returned to the CITY.

Section 4216/4217 of the Government Code requires a Dig Alert Identification Number be issued before a Permit to Excavate will be valid.

To obtain a Dig Alert Identification Number, call Underground Service Alert at **1-800-422-4133** a minimum of two working days before scheduled excavation.

Dig Alert Identification Number: _____

Contractor

By

Title

Date: _____

Note: *This form is required for every **Dig Alert Identification Number** issued by U.S.A. during the course of the Work. Additional forms may be obtained from the CITY upon request.*

The undersigned is prepared to satisfy the City Council of the City of PLACENTIA of its ability, financially or otherwise, to perform the contract for the proposed work and improvements in accordance with the plans and specifications set forth.

Cannon Constructors South, Inc.

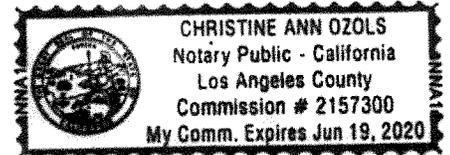
Company Name

Signature of Bidder

JOHN LOCASCIO

Printed or Typed Signature

Subscribed and sworn to before me this 19 day of Nov, 2019.



NOTARY PUBLIC Christine Ann Ozols, Notary Public

NOTARY SEAL

Listed below are the names, address and telephone numbers for three public agencies for which the bidder has performed similar work within the past two years:

1. DEPT. OF PUBLIC HEALTH 14500 ROSCOE BLVD.
PANORAMA CITY, CA 91402
 Name and Address of Public City

Name and Telephone No. of Project Manager: NOUBAR KARAMANOUKIAN
323-300-3700

<u>\$ 1,012,143.00</u>	<u>TI</u>	<u>7-16-19</u>
Contract Amount	Type of Work	Date Completed

2. DEPT. OF CHILDREN & FAMILY SERVICES 1 CIVIC ARTS PLAZA
CARSON, CA 90745
 Name and Address of Public City

Name and Telephone No. of Project Manager: VEDAD HASANOVIC
213-246-9997

<u>\$ 6,619,464.00</u>	<u>TI</u>	<u>5-17-19</u>
Contract Amount	Type of Work	Date Completed

3. CSSD 5770 S. EASTERN AVE. COMMERCE, CA 90040
 Name and Address of Public City

Name and Telephone No. of Project Manager: WILLIAM MOLINA 310-300-4106

<u>\$ 2,214,564.00</u>	<u>TI</u>	<u>2-25-19</u>
Contract Amount	Type of Work	Date Completed

Issued with Bid Addendum #4

DESIGN ENGINEER MAY NOT BID ON CONSTRUCTION CONTRACT

No engineering or architectural firm which has provided design services for a project shall be eligible to bid on the contract to construct the project. The firms ineligible to bid include the prime contractor for design, subcontractors of portions of the design, and affiliates of either. An affiliate is a firm which is subject to the control of the same persons(s), through joint ownership or otherwise.

ACKNOWLEDGED this 19 day of Nov, 20 19

at Encinitas, CA.



Authorized Signature

Executive V.P.

Position

Cannon Constructors South, Inc.

Company

NOTICE OF AFFIRMATIVE ACTION

By submitting a bid on any job or entering into any contractual agreement with the City of Placentia, the undersigned agrees not to discriminate in employment decisions against any person on account of race, creed, national origin, ethnic background, color, sex, age, or handicap in performing the work required under this bid.

ACKNOWLEDGED this 19 day of Nov, 2019

at Encino, CA.



Authorized Signature

Executive V.P.

Position

Cannon Constructors South, Inc.

Company

**PLACENTIA NAVIGATION CENTER PROJECT
PROJECT NO. 2019-NOV**

BID BOND

(To Accompany Contract Bid)

KNOW ALL MEN BY THESE PRESENTS,

That Cannon Constructors South, Inc., as PRINCIPAL, and Fidelity and Deposit Company of Maryland, as SURETY, are held and firmly bound unto the City of Placentia in the sum of TEN PERCENT (10%) of the total amount of the bid of said PRINCIPAL, to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

In no case shall the liability of said SURETY here under exceed the sum of
\$ Ten Percent (10%) of the Total Amount Bid.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT,

WHEREAS, said PRINCIPAL has submitted the above mentioned bid to the City of Placentia for certain construction for which bids are to be opened at the City Hall of the City of Placentia, 401 East Chapman Avenue, Placentia, California on September 1, 2016 for:

PLACENTIA NAVIGATION CENTER PROJECT

NOW, THEREFORE, if the aforesaid PRINCIPAL is awarded the contract and within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written consent in the prescribed form in accordance with the bid, and files the two bonds with the City of Placentia, one to guarantee faithful performance and the other to guarantee payment for Labor and Materials as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect.

PLACENTIA NAVIGATION CENTER PROJECT

In the event suit is brought upon this bond by the Obligee and judgment is recovered, said SURETY shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this

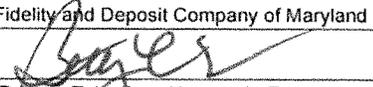
8th day of November 2019.

PRINCIPAL

SURETY

BY: Cannon Constructors South, Inc.

Title CFO

Fidelity and Deposit Company of Maryland

Betty L. Tolentino Attorney-in-Fact

BY: _____

Title

525 Market Street, Suite 2900
San Francisco, CA 94105
Address

(SEAL)

(SEAL)

Instructions: If the Contractor is a corporation, the agreement must be executed in the corporate name and signed by the President or Vice President and the Secretary or Assistant Secretary, and the corporate seal affixed. If the Contractor is an individual doing business under a fictitious name, it must be signed by all persons having an interest in the business, and the fictitious name must be signed also. All bond signatures must be notarized. The standard printed bid bond form of any bonding company approved by the City pursuant to Item 7, "Insurance Policies and Bonds", in the **Instructions to Bidders** may be used in lieu of the foregoing approved sample bond form provided the security stipulations protecting the City are in any way reduced by use of the surety company's standard printed form.

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.

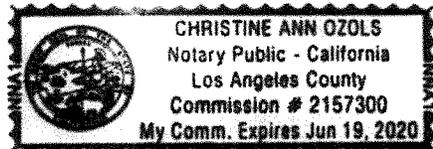
State of California
County of Los Angeles)

On November 11, 2019 before me, Christine Ann Ozols, Notary Public
(insert name and title of the officer)

personally appeared Michael Stieger
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.



Signature *Christine Ann Ozols* (Seal)

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 San Francisco

On November 8, 2019 before me, Virginia L. Ledford-Black, Notary Public
(insert name and title of the officer)

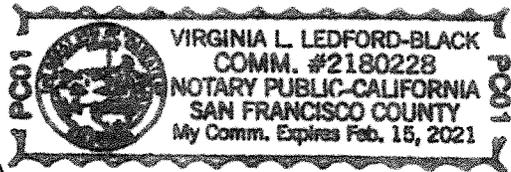
personally appeared Betty L. Tolentino,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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.

Signature

Virginia L. Ledford-Black (Seal)



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Maureen O'CONNELL, Robert P. WRIXON, M MOODY, Betty L. TOLENTINO, Janet C. ROJO, Virginia L. BLACK, Kevin RE, Susan M. EXLINE, Gillian BHASKARAN, T. LE, Brittany KAVAN, Julia ORTEGA, K. ZEROUNIAN, Douglas B. BOWRING, Susan HECKER and Matthew KALAFATIS, of Lafayette and San Francisco, California, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 11th day of June, A.D. 2019.



**ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 11th day of June, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 8th day of November, 2019.



Brian M. Hodges

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

EXHIBIT B

SCHEDULE OF PERFORMANCE

The entire scope of work for this project shall be completed and acceptable by the City no more than **15 weeks** from the issuance of the Notice to Proceed from the City. Additive alternate bid items #3 and #4 on Bid Schedule B allows for additional compensation to the contractor if the project is completed and acceptable by the City within **13 weeks**. Those two additive alternate bid items have been accepted by the City and will be paid at the unit pricing indicated on the bid schedule if the project is completed within 13 weeks.

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

Placentia Navigation Center

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

Placentia Navigation Center

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. Surety Bonds

- Performance and payment bonds for the entire contract price.

Placentia Navigation Center

- The surety must be authorized to issue these bonds in the state of California.

E. 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.

F. Documentation

- The Certificate of Insurance shall include the following reference:
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.

Placentia Navigation Center

EXHIBIT D

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

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: DECEMBER 3, 2019
SUBJECT: **CITY COUNCIL REORGANIZATION**

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

SUMMARY:

Each year the City Council elects one of its members as Mayor and one of its members as Mayor Pro Tempore. The City's Administrative Policy No. 114 states that in the absence of a Municipal Election, the City Council shall consider elections of the Mayor and Mayor Prop Tempore at the first meeting in December of each year. Due to the number of business items on tonight's agenda and in order to accommodate a ceremonial meeting specifically for the reorganization, Staff is requesting that City Council consider holding the reorganization at the next regularly scheduled meeting to be held on Tuesday, December 17, 2019.

RECOMMENDATION:

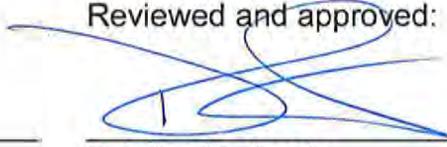
It is recommended that the City Council consider continuing the reorganization of the City Council to the meeting to be held on Tuesday, December 17, 2019.

Prepared by:



Rosanna Ramirez
Director of Administrative Services

Reviewed and approved:



Damien R. Arrula
City Administrator

1. n.
November 19, 2019



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: CHIEF OF POLICE AND DIRECTOR OF DEVELOPMENT SERVICES

DATE: DECEMBER 3, 2019

SUBJECT: **PUBLIC HEARING, INTRODUCTION AND FIRST READING OF ORDINANCE NO. O-2019-14 OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, ADDING SECTION 14.04.020 ENTITLED "OBSTRUCTION OF SIDEWALKS" TO CHAPTER 14.04 ENTITLED "STREETS AND SIDEWALKS" TO THE PLACENTIA MUNICIPAL CODE PROHIBITING SIDEWALK OBSTRUCTIONS**

FISCAL
IMPACT: No revenue anticipated.

SUMMARY:

The City of Placentia Municipal Code (PMC) currently does not address sidewalk obstruction by individuals. Various jurisdictions in Orange County have adopted similar regulations which have proven helpful in preventing individuals from blocking sidewalks, while providing another tool for enforcement for those who do obstruct public sidewalks. Unobstructed sidewalks are necessary to achieve compliance with the Americans with Disabilities Act (ADA) requirements, and will ensure pedestrian safety as they travel throughout Placentia. With this action, the City Council will conduct a Public Hearing to consider the attached Ordinance and obtain public input regarding the proposed code amendments recommended by Staff.

RECOMMENDATION:

It is recommended that the City Council:

1. Open the Public Hearing concerning Ordinance No. O-2019-14; 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 and adopt Ordinance No. O-2019-13, An Emergency Ordinance of the City Council of the City of Placentia, California adding Section 14.04.020 entitled "Obstruction of Sidewalks" to Chapter 14.04 entitled "Streets and Sidewalks" to the Placentia Municipal Code Prohibiting Sidewalk Obstructions; and

2. a.
December 3, 2019

5. Waive full reading, by title only, and introduce for first reading Ordinance No. O-2019-14, An Ordinance of the City Council of the City of Placentia, California adding Section 14.04.020 entitled "Obstruction of Sidewalks" to Chapter 14.04 entitled "Streets and Sidewalks" to the Placentia Municipal Code Prohibiting Sidewalk Obstructions

BACKGROUND:

The City of Placentia PMC currently does not address sidewalk obstruction, however, Police Department Staff research has found that various jurisdictions in Orange County have adopted similar regulations which have proven helpful in preventing individuals from blocking sidewalks, while providing another tool for enforcement for those who do obstruct public sidewalks. Unobstructed sidewalks are necessary to achieve compliance with the ADA requirements, and will ensure pedestrian safety as they travel throughout Placentia.

DISCUSSION:

The PMC does not address sidewalk obstruction by individuals. Currently, to address sidewalk obstruction, law enforcement cites a California Penal Code Section that requires additional circumstances be met for the case to be properly handled. The Placentia Police Department has not had success having these cases filed by the Orange County District Attorney's Office (OCDA). The proposed Ordinance adding section 14.04.020 to the PMC would make this a general intent crime whereby blocking a sidewalk for any reason that prevents people from being able to safely pass would be a violation of the PMC. The City would also be able to use our City Attorney to prosecute these cases, rather than the OCDA's Office.

The City has received numerous complaints of individuals obstructing public sidewalks to the point that they cannot safely pass without walking into the street. Staff is recommending adoption of the subject Ordinance to address the public health, safety, and welfare of its residents and other pedestrians, ensuring that sidewalks and other areas designated for pedestrian access are free of obstructions. Once the Ordinance is effective, the Placentia Police Department would have an adequate tool to enforce violations and show due diligence in addressing this issue. Due to the serious nature of the complaints received, Staff has also prepared an Emergency Ordinance, and recommends that City Council adopt the Emergency Ordinance (O-2019-13), which would become effective immediately. Staff also recommends that City Council introduce for first reading Ordinance No. O-2019-14, which will supersede the Emergency Ordinance once Ordinance No. O-2019-14 is effective.

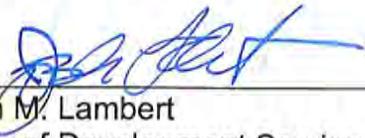
Prepared by:


Adam Gibe
Lieutenant

Reviewed and approved:


Darin Lenyi
Chief of Police

Reviewed and approved:



Joseph M. Lambert
Director of Development Services

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Emergency City Council Ordinance O-2019-13 – Sidewalk Obstruction
2. Council Ordinance O-2019-14 – Sidewalk Obstruction

ORDINANCE NO. O-2019-13

**AN EMERGENCY ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF PLACENTIA, CALIFORNIA ADDING
SECTION 14.04.020 ENTITLED "OBSTRUCTION OF
SIDEWALKS" TO CHAPTER 14.04 ENTITLED "STREETS
AND SIDEWALKS" TO THE PLACENTIA MUNIICIPAL
CODE PROHIBITING SIDEWALK OBSTRUCTIONS**

A. Recitals

(i) Whereas, the City of Placentia may make and enforce all regulations within the City to further the public health, safety and welfare.

(ii) Whereas, the City Council finds that it furthers the public health, safety and welfare to maintain sidewalks and other areas designated for pedestrian access free from obstructions and encroachments.

(iii) Whereas, Government Code Section 36937 empowers cities to adopt, by four-fifths vote, an urgency ordinance which is necessary for the immediate preservation of the public peace, health or safety; and

(iv) Whereas, the recent increase of individuals experiencing homelessness occupying sidewalks creates a serious hinderance to individuals who rely on unobstructed pedestrian rights-of-way to move about the City;

(v) Whereas, maintaining city sidewalks and other access areas in an unobstructed manner pursuant to this ordinance is necessary as an emergency measure to preserve the public peace, health, safety and welfare.

B. Ordinance

NOW, THEREFORE, the City Council of the City of Placentia does hereby find, determine and ordain as follows:

SECTION 1. The above findings are true and correct and hereby incorporated into this ordinance.

SECTION 2. Section 14.04.020 "Obstruction of Sidewalks" is hereby added to Chapter 14.04 "Streets and Sidewalks" of Title 14 "Public Property" of the Placentia Municipal Code as follows:

14.04.020 Obstruction of Sidewalks and entrances.

It is unlawful for any person to stand, sit or lie down upon any sidewalk, or in the entrance of any church, hall, theater, place of public assemblage or other building open

to the public in the city so as to, in any manner, hinder or obstruct such entrance or sidewalk, except to view a parade or similar event for which a permit has been issued.

SECTION 3. Severability. If any provision(s) of this ordinance or the application thereof to any person or circumstances is held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any other provision or application, and to this end, the provisions of this ordinance are declared to be severable. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, part or portion thereof, even though any one or more sections, subsections, clauses, phrases, parts or portions thereof was declared invalid or unconstitutional.

SECTION 4. 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 immediately after passage.

INTRODUCED at a regular meeting of the City Council of the City of Placentia held on December 3rd 2019.

PASSED, APPROVED AND ADOPTED 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 adopted at a regular meeting of the City Council of the City of Placentia, held on the 3rd day of December 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

ORDINANCE NO. O-2019-14

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA ADDING SECTION 14.04.020 ENTITLED "OBSTRUCTION OF SIDEWALKS" TO CHAPTER 14.04 ENTITLED "STREETS AND SIDEWALKS" TO THE PLACENTIA MUNICIPAL CODE PROHIBITING SIDEWALK OBSTRUCTIONS.

City Attorney's Summary

This Ordinance amends provisions of Title 14 (Public Property) of the Placentia Municipal Code and adopts new regulations to prohibit the obstruction of sidewalks. This Ordinance adds section 14.04.020 to the Placentia Municipal Code, making sidewalk obstruction a general intent crime, whereby blocking a sidewalk for any reason, that prevents people from being able to safely pass, would be a violation of the Placentia Municipal Code. Unobstructed sidewalks are necessary to achieve compliance with the Americans with Disabilities Act (ADA) requirements, and will ensure pedestrian safety as they travel throughout Placentia.

A. Recitals

(i) Whereas, the City of Placentia may make and enforce all regulations within the City to further the public health, safety and welfare.

(ii) Whereas, the City Council finds that it furthers the public health, safety and welfare to maintain sidewalks and other areas designated for pedestrian access free from obstructions and encroachments.

B. Ordinance

NOW, THEREFORE, the City Council of the City of Placentia does hereby find, determine and ordain as follows:

SECTION 1. The above findings are true and correct and hereby incorporated into this ordinance.

SECTION 2. Section 14.04.020 "Obstruction of Sidewalks" is hereby added to Chapter 14.04 "Streets and Sidewalks" of Title 14 "Public Property" of the Placentia Municipal Code as follows:

14.04.020 Obstruction of Sidewalks and entrances.

It is unlawful for any person to stand, sit or lie down upon any sidewalk, or in the entrance of any church, hall, theater, place of public assemblage or other building open to the public in the city so as to, in any manner, hinder or obstruct such entrance or sidewalk, except to view a parade or similar event for which a permit has been issued.

SECTION 3. Severability. If any provision(s) of this ordinance or the application thereof to any person or circumstances is held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any other provision or application, and to this end, the provisions of this ordinance are declared to be severable. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, part or portion thereof, even though any one or more sections, subsections, clauses, phrases, parts or portions thereof was declared invalid or unconstitutional.

SECTION 4. CEQA Exemption. This ordinance does not have the potential to create a negative impact on the physical environment, and it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. Therefore, the City Council finds that adoption of the Ordinance is exempt from environmental review pursuant to the provisions of the California Environmental Quality Act (CEQA), Section 15061(b)(3).

SECTION 5. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same, or the summary thereof, to be published and posted pursuant to the provisions of law and this Ordinance shall take effect thirty (30) days after passage.

INTRODUCED at a regular meeting of the City Council of the City of Placentia held on December 3rd 2019.

PASSED, APPROVED AND ADOPTED this ____th day of _____, 2020.

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 of the City of Placentia, held on the 3rd day of December 2019 and adopted at a regular meeting of the City Council of the City of Placentia, held on the ____ day of _____ 20____ 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



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: INTERIM DIRECTOR OF COMMUNITY SERVICES

DATE: DECEMBER 3, 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:

3. a.
November 19, 2019

1. Review the Open Space and Urban Greening Master Plan (POSUG) and provide feedback to Staff on the document; and
2. Receive and file the POSUG Master Plan; and
3. 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
4. Direct Staff to incorporate the POSUG recommended improvements into the City's seven (7) year Capital Improvement Plan (CIP); and
5. 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 Egg excitement 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:

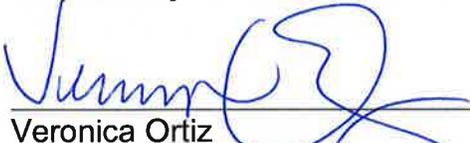
- Repair/replacement of damaged turf, playground surfaces, and walking trail areas at park facilities and throughout the City
- Replacement of playground structures
- Replacement/addition of picnic tables and benches throughout park facilities
- Addition of a dog park
- Addition of a splash pad
- Addition 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.

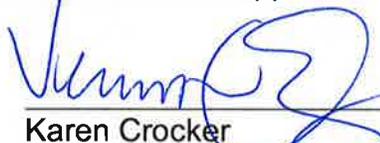
FISCAL IMPACT:

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.

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Attachment:

1. Placentia Open Space and Urban Greening Draft Master Plan (POSUG)
2. POSUG Power Point Presentation

City of Placentia

OPEN SPACES & URBAN GREENING MASTER PLAN

November 2019 Draft



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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 (RTP/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.

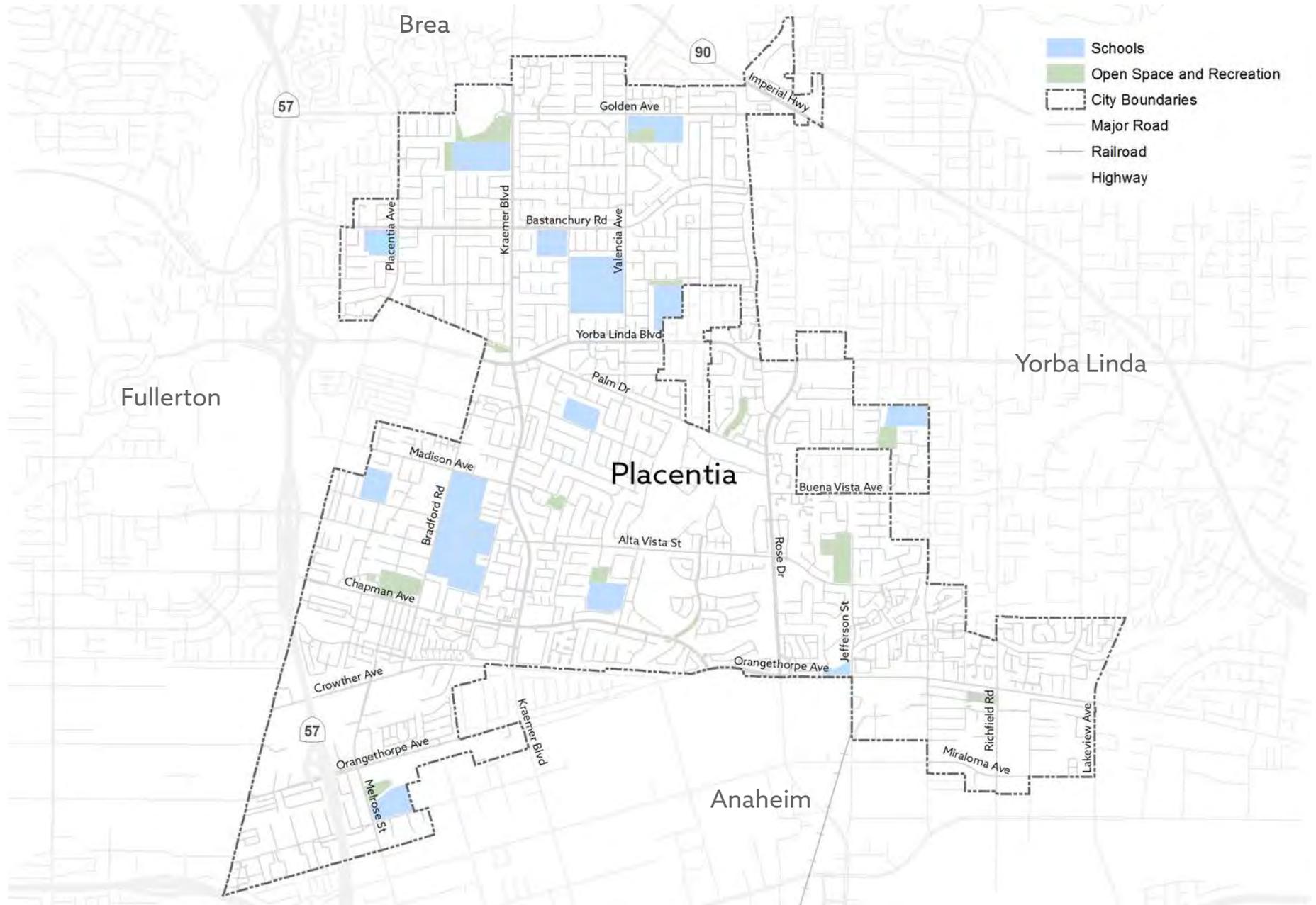


Figure 1-1: City of Placentia Study Area

Placentia Open Space for Recreation

The City of Placentia currently has 100.9 acres of park land which includes parkettes, 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 policies 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

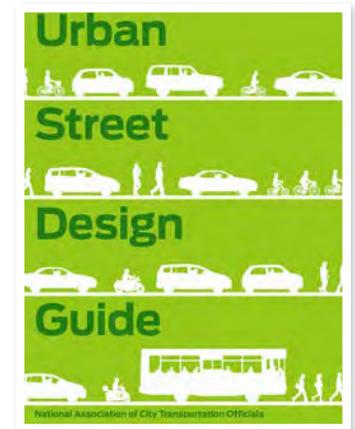
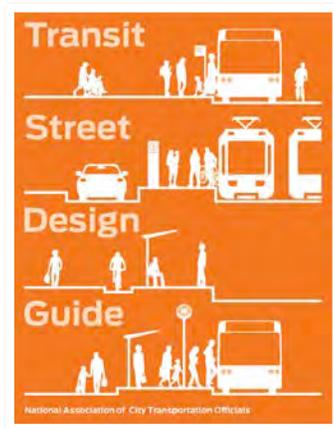
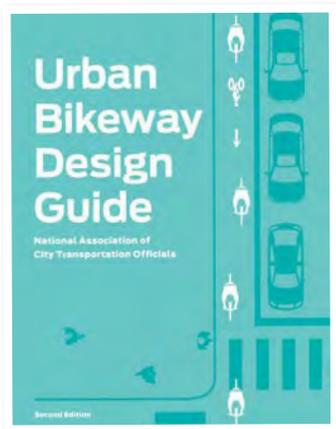
As transit starts to gain a more prominent role in cities, more people are using buses, streetcars, and light rail than ever before. As a result, street design is shifting to give transit the space it deserves. The NACTO Transit Street Design Guide provides guidance for the development of transit infrastructure 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

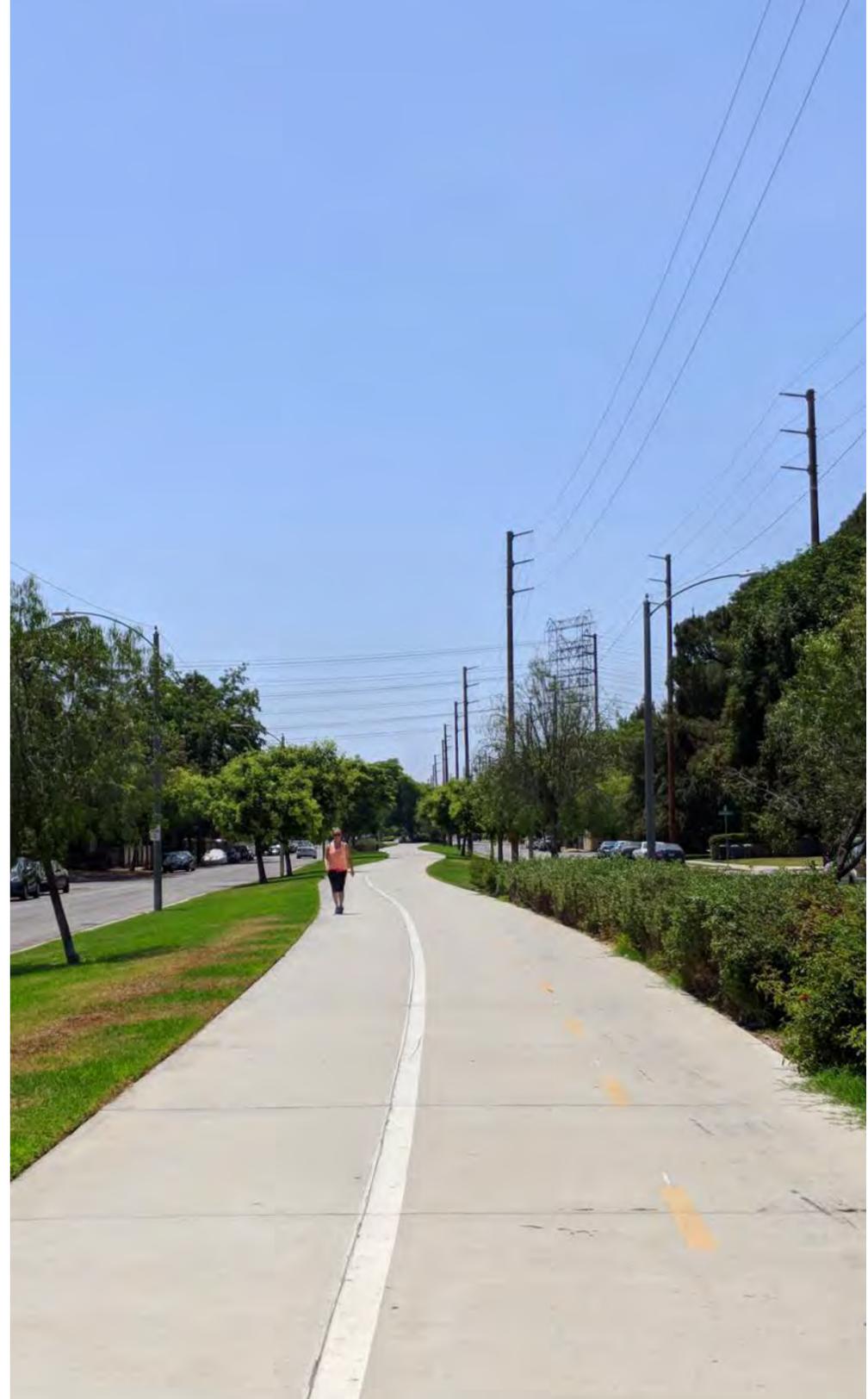
This reference has long been the official resource for bikeway planning and design in California, but now largely represents the minimum standards required for specific bikeway infrastructure types. Senate Bill 1 (Road Repair and Accountability Act) includes a provision for Caltrans to update the Highway 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 NRPA 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 bill 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.

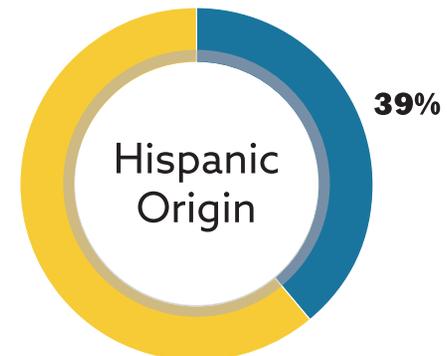
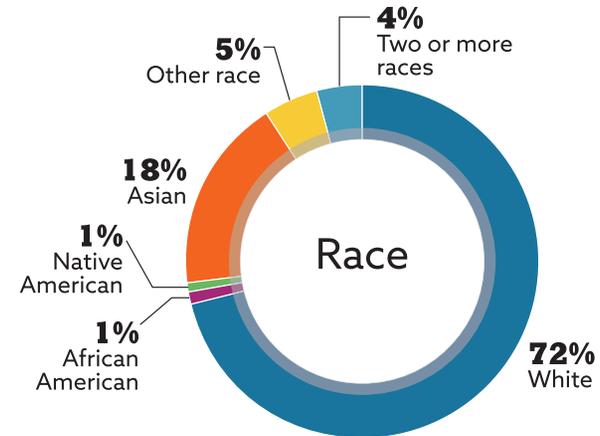
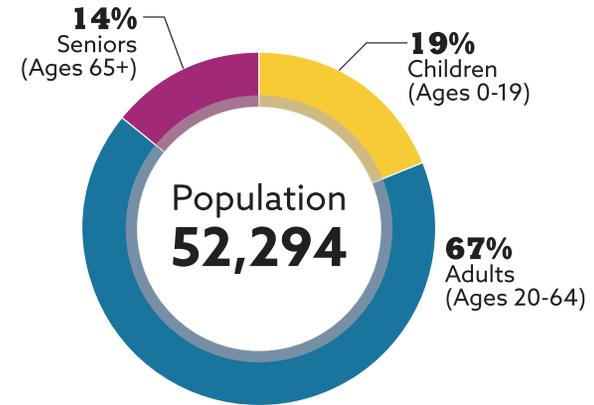
This chapter also summarizes various analysis models used to understand the City's park distribution and roadway network. Each dataset provides valuable information that contributes to the holistic understanding of the City's current park and open space network and how to improve it.

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

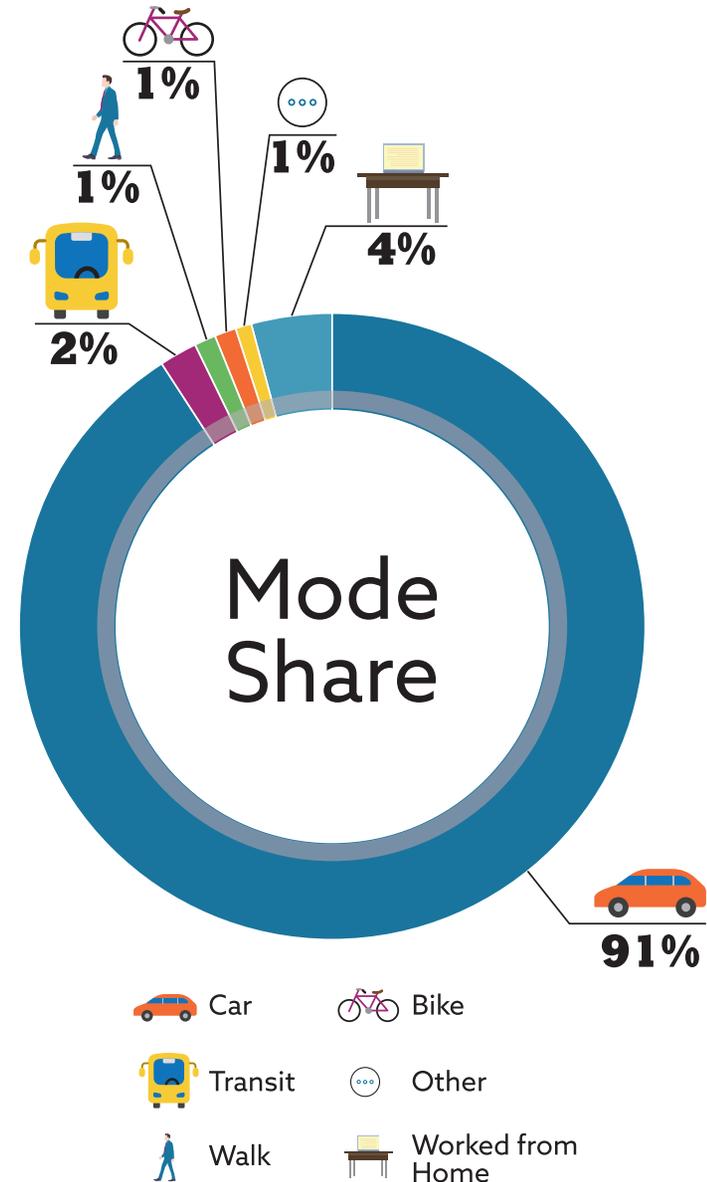
The walking mode share measures the percentage of workers aged 16 years and over who commute to work by foot. Mode share reflects how well infrastructure and land use patterns support travel to work by foot. In the City, walking mode share patterns are connected to the relative proximity of housing to 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 neighborhoods are

2 times

as likely to get enough physical activity as those who don't

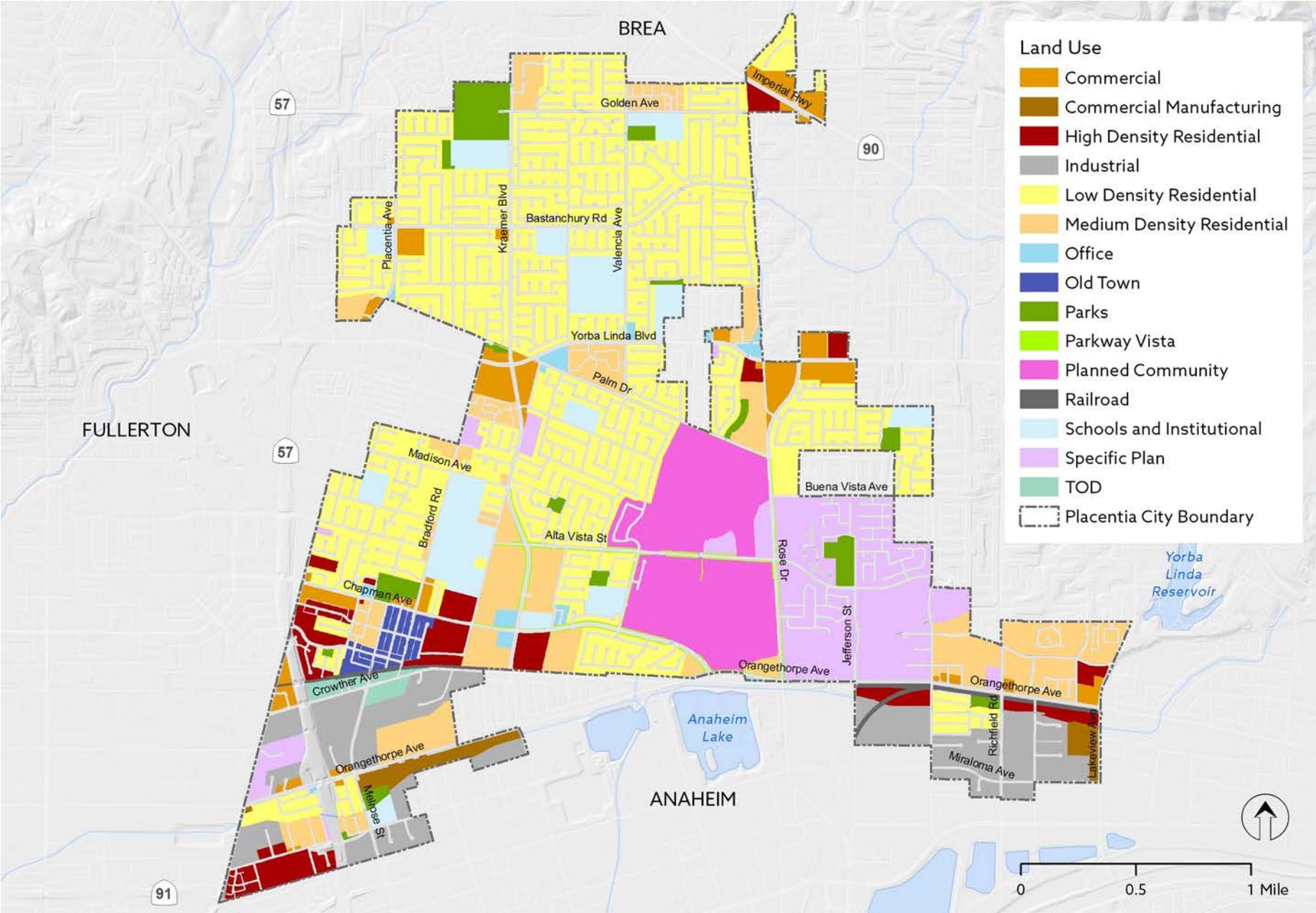
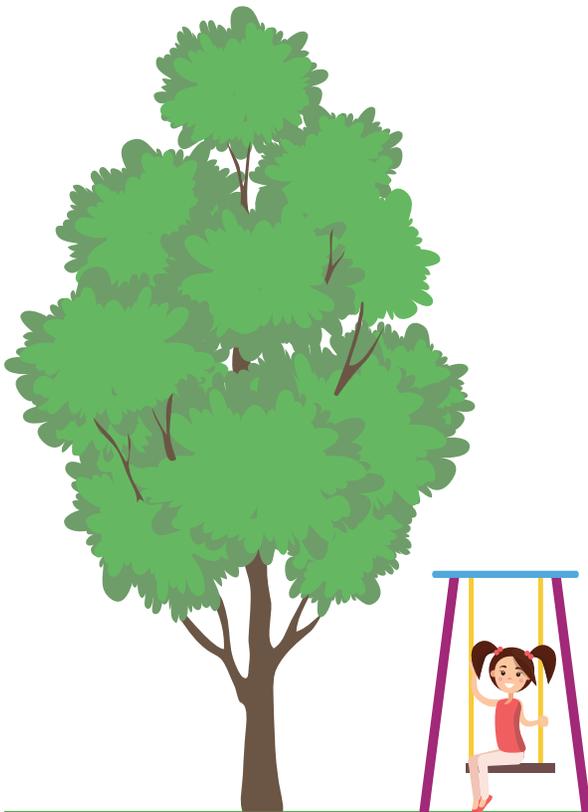


Figure 2-1: Land Use

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

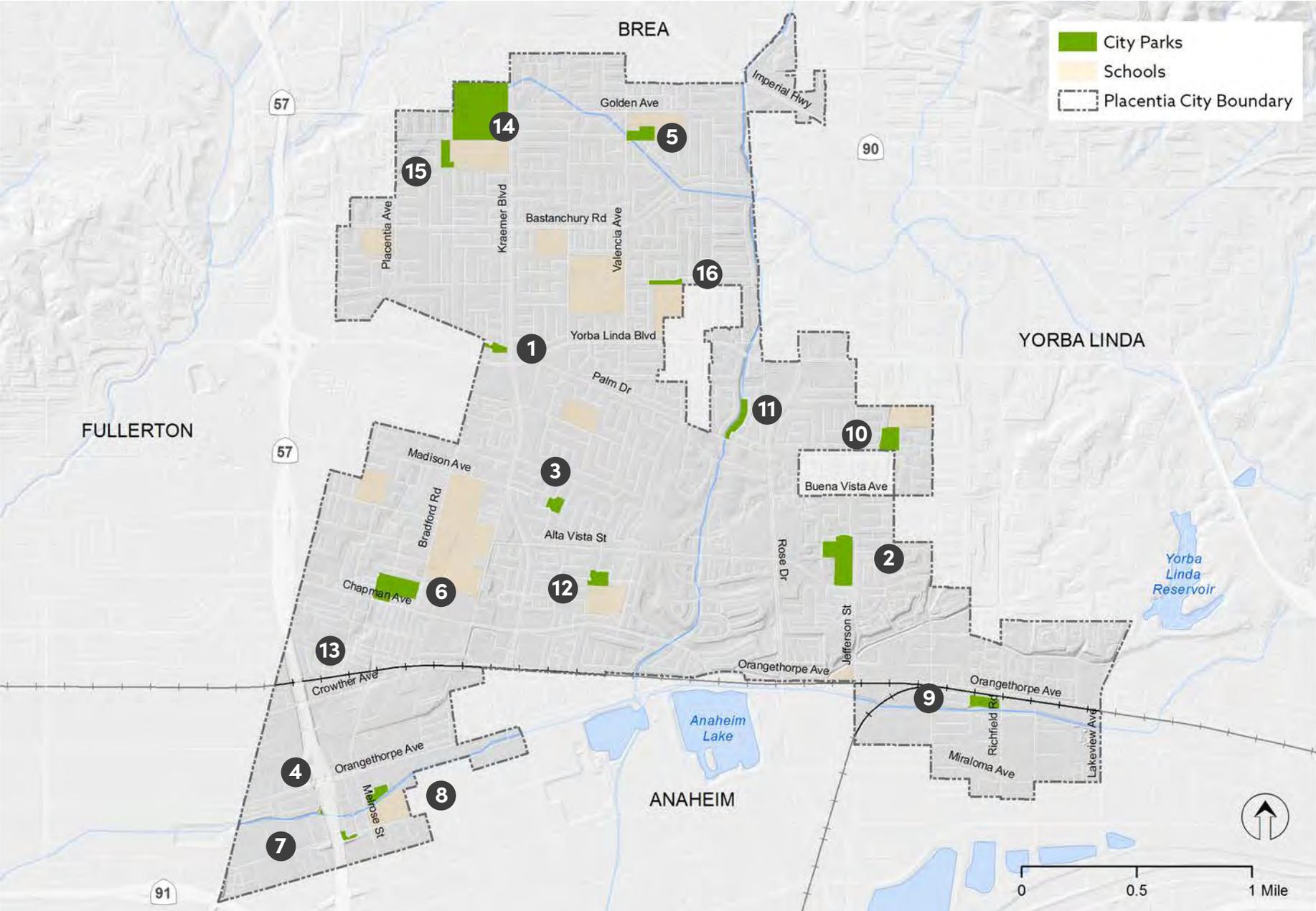


Figure 2-2: Parks and Open Space

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				

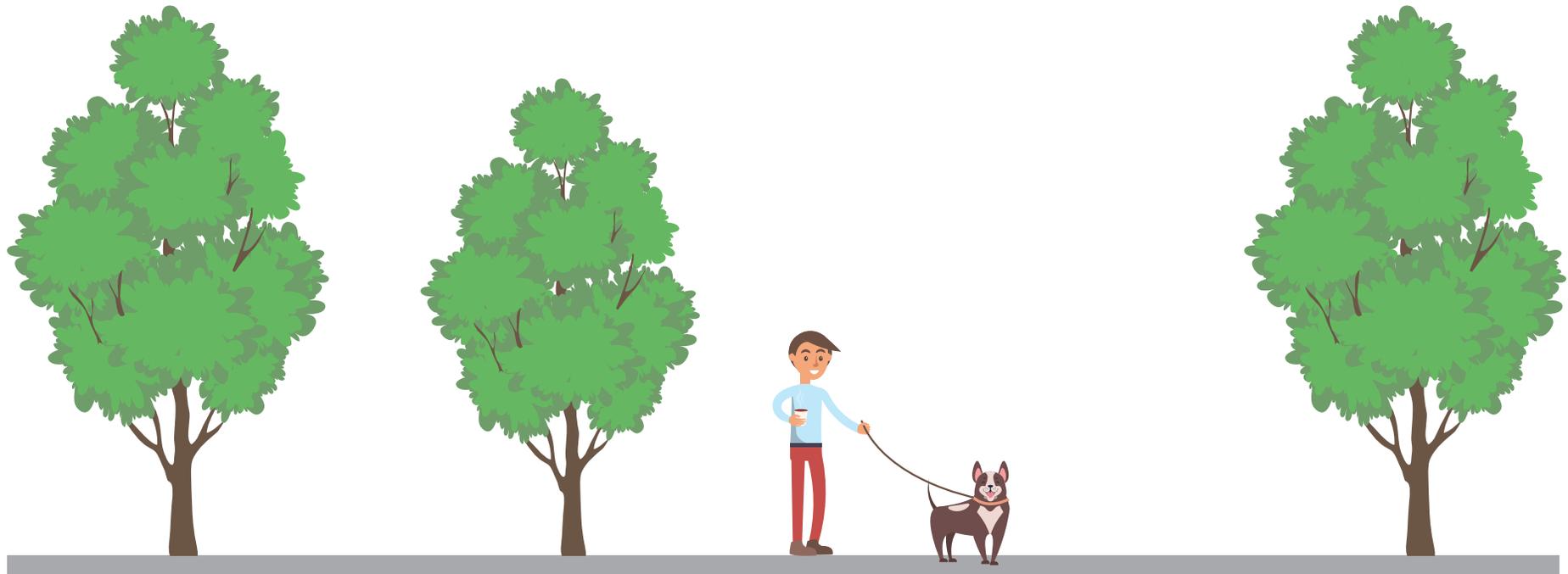
Open Grass Areas	Park Lighting	Picnic Structure	Picnic Tables	Playground Areas	Restrooms	Soccer Fields	Tennis Courts	Benches	Reservations	Swimming Pool	Snack Shack	Trash Cans	Trash Dumpsters	Outdoor Exercise Equipment
6		1						N				7		
4	45	1	9	1	2	2		15	Y		1	51	2	
1	1		7	1				7	N			7		
				1				1	N					
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

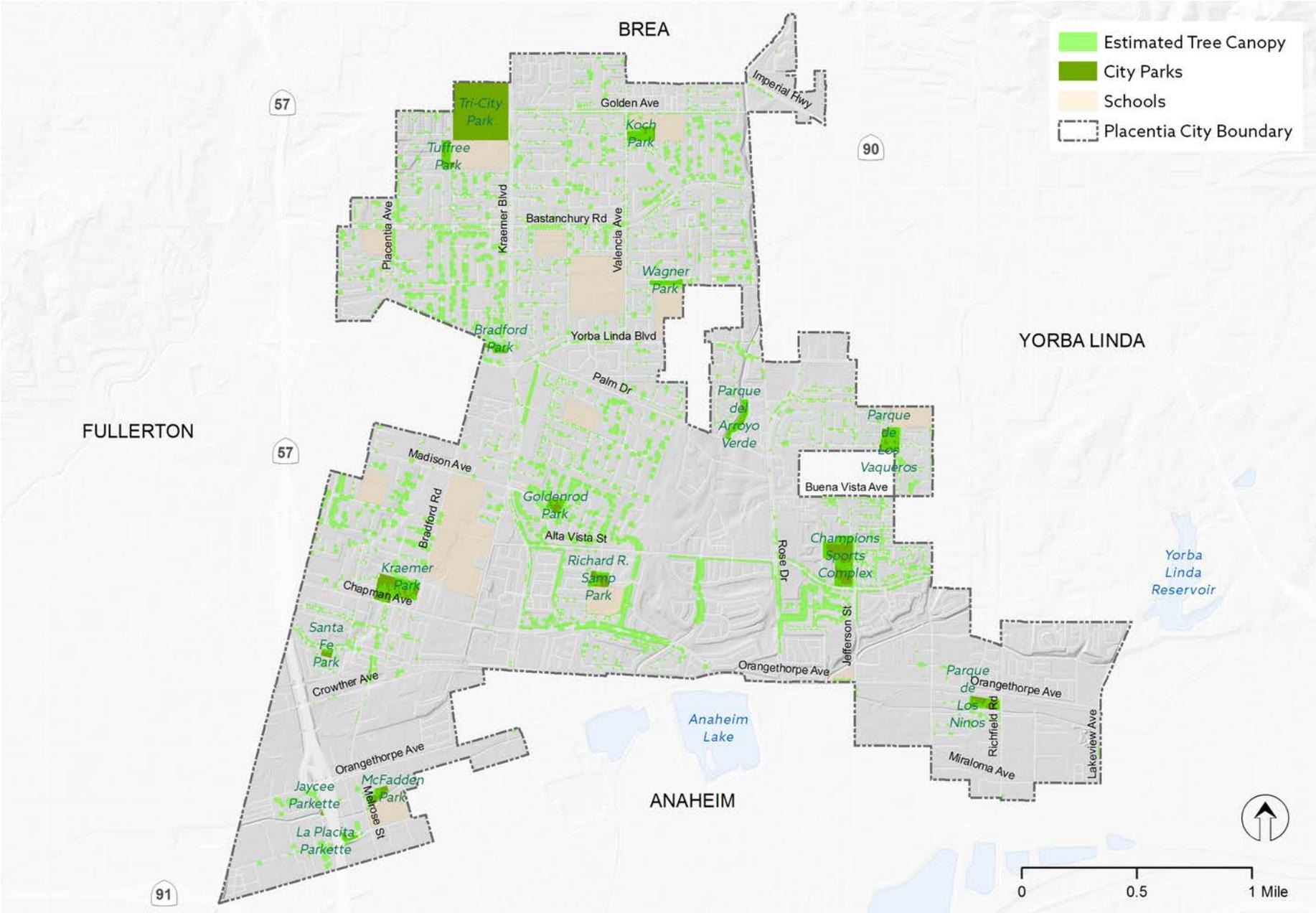


Figure 2-3: Tree Canopy

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.



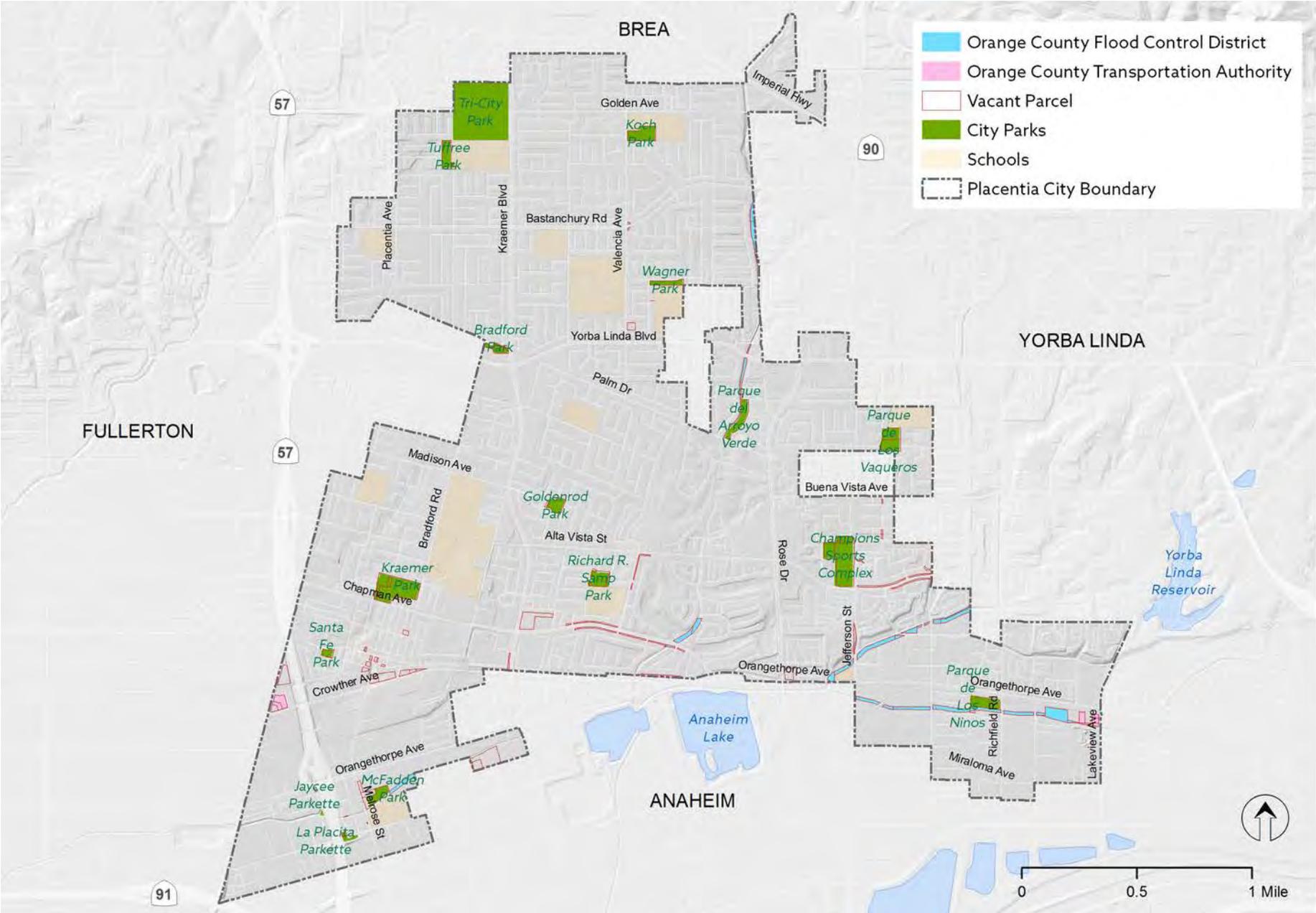


Figure 2-4: Public Easements and Utility Corridor Opportunities

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

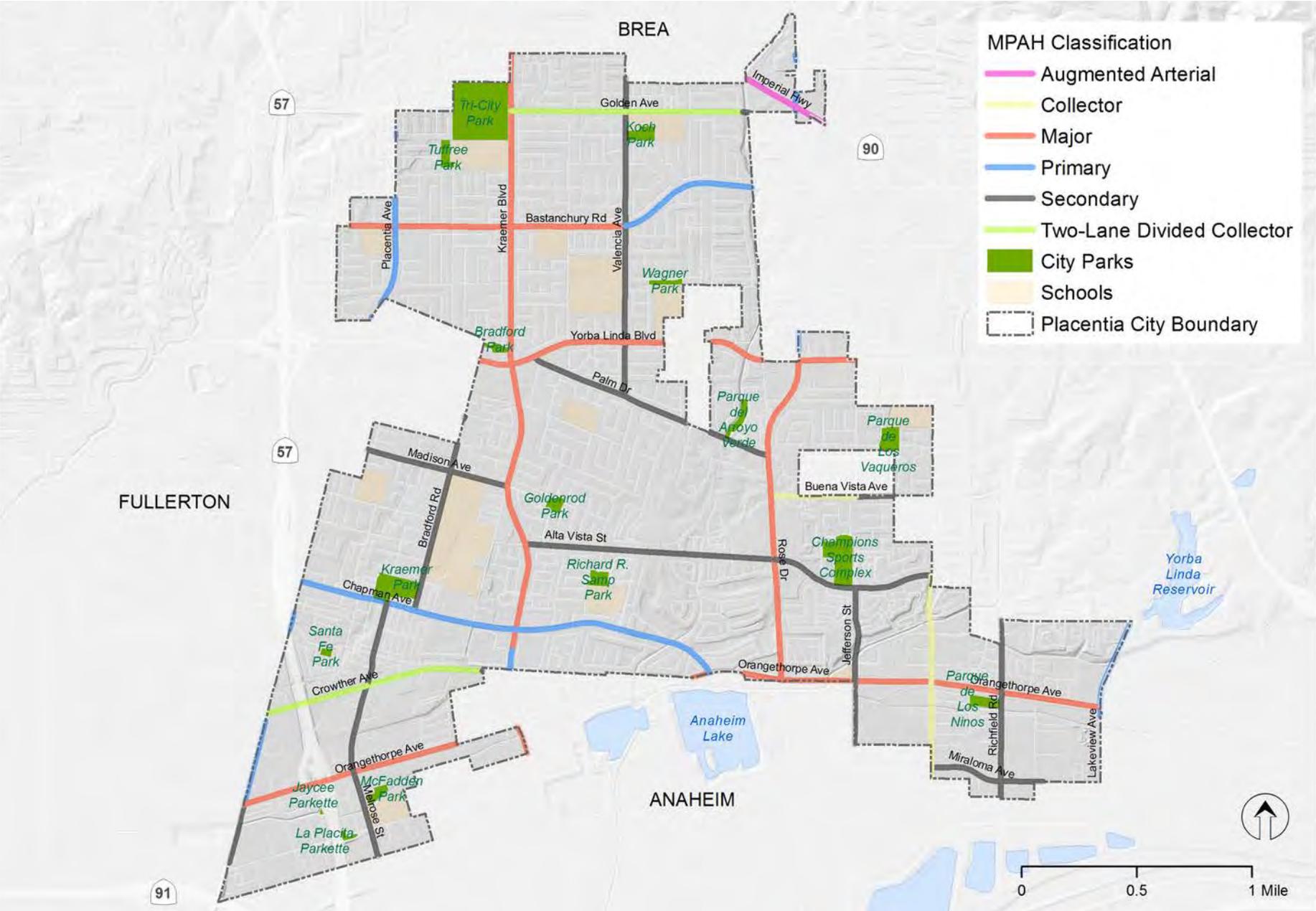


Figure 2-5: Street Classifications

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

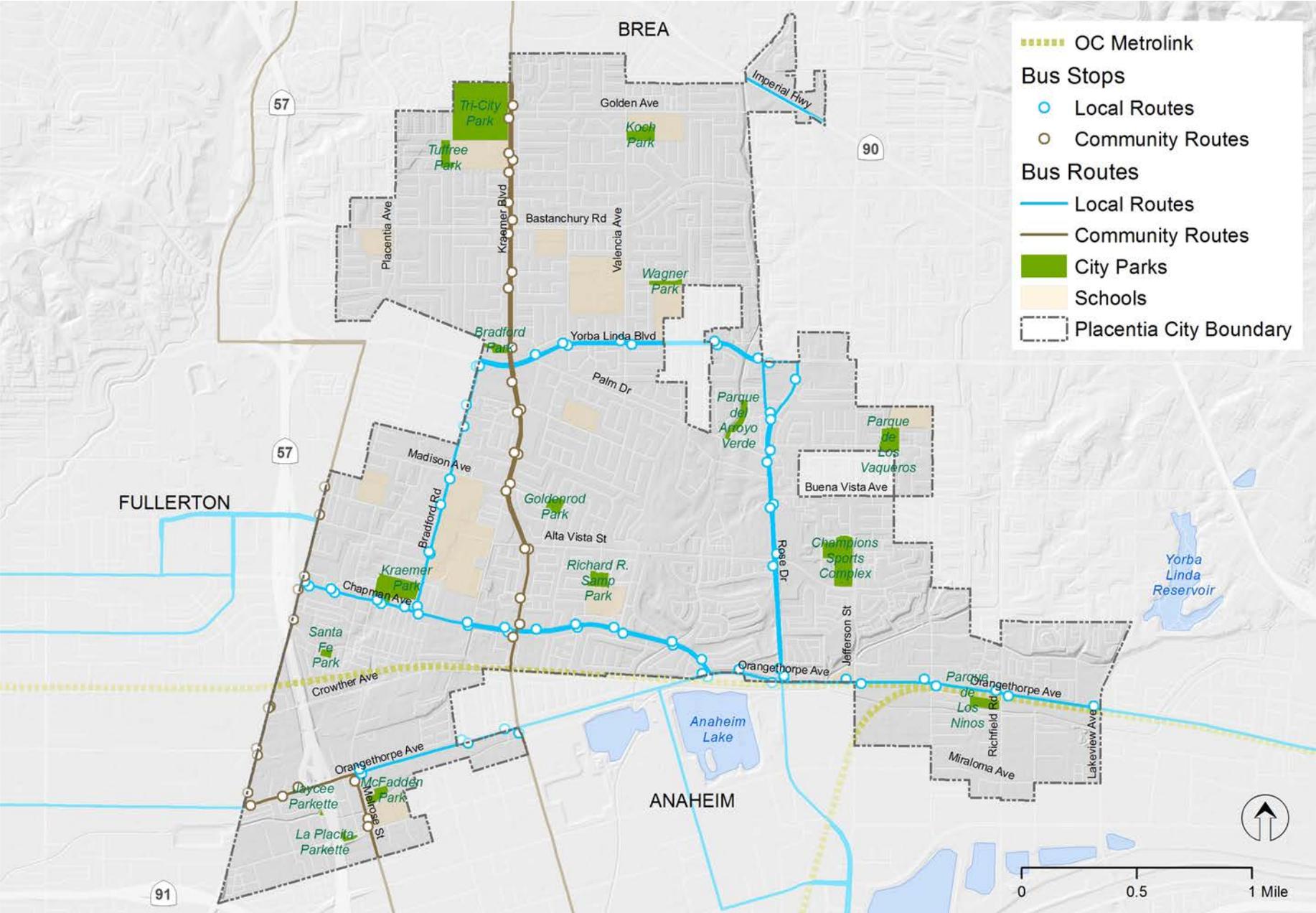


Figure 2-6: Transit Routes

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

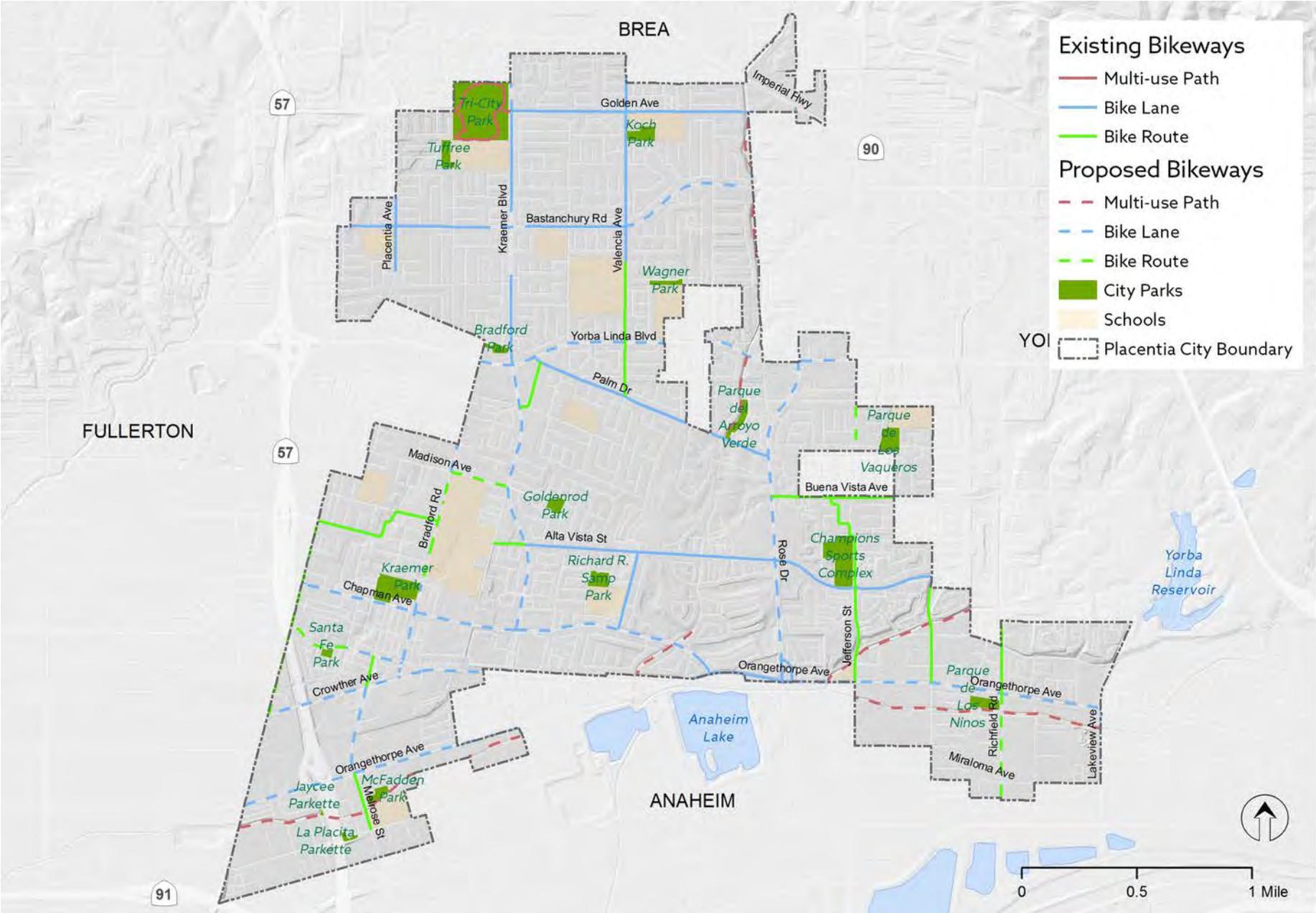


Figure 2-7: Existing and Previously Proposed Bike Facilities

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.

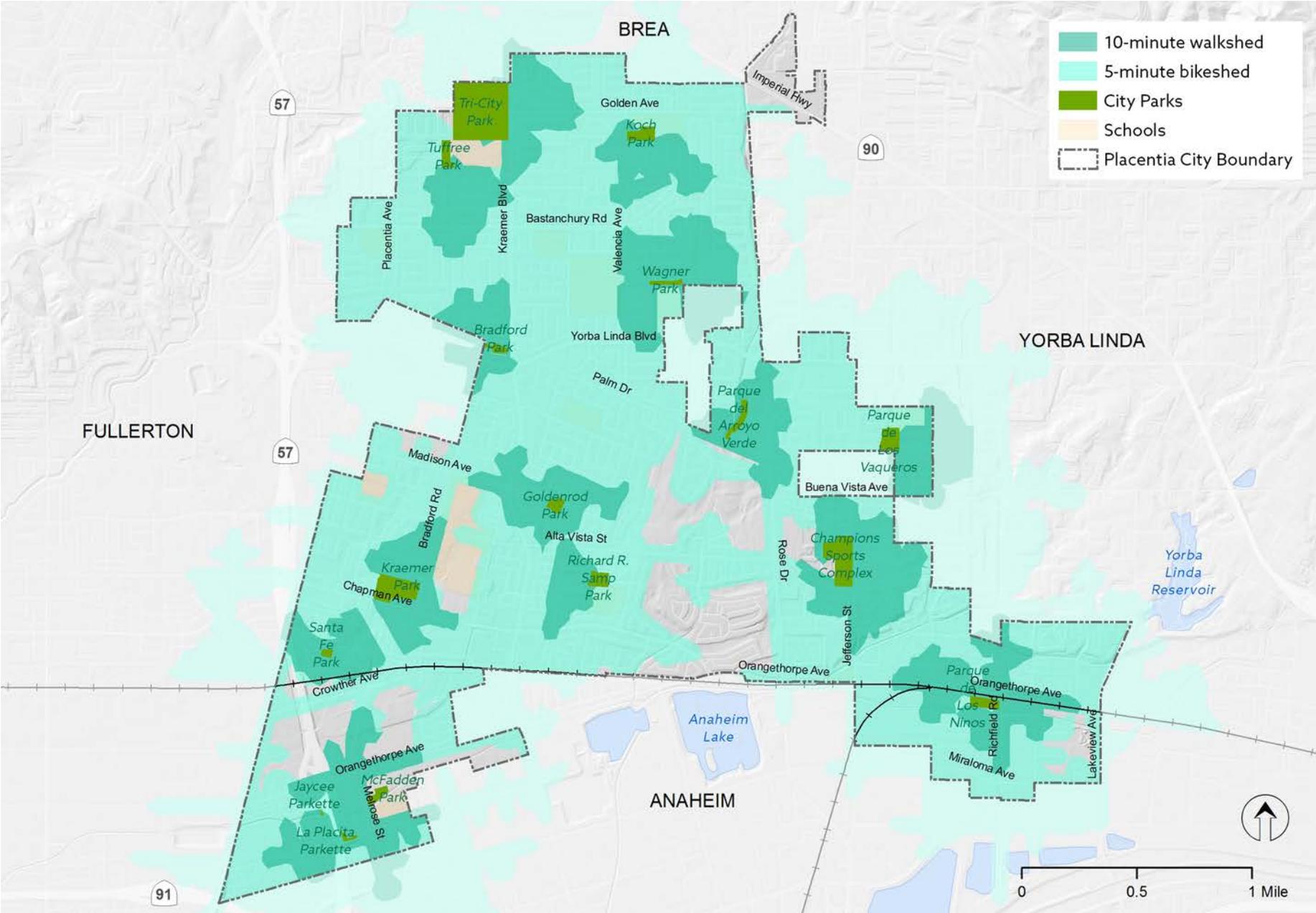


Figure 2-8: Existing Parks Level of Service

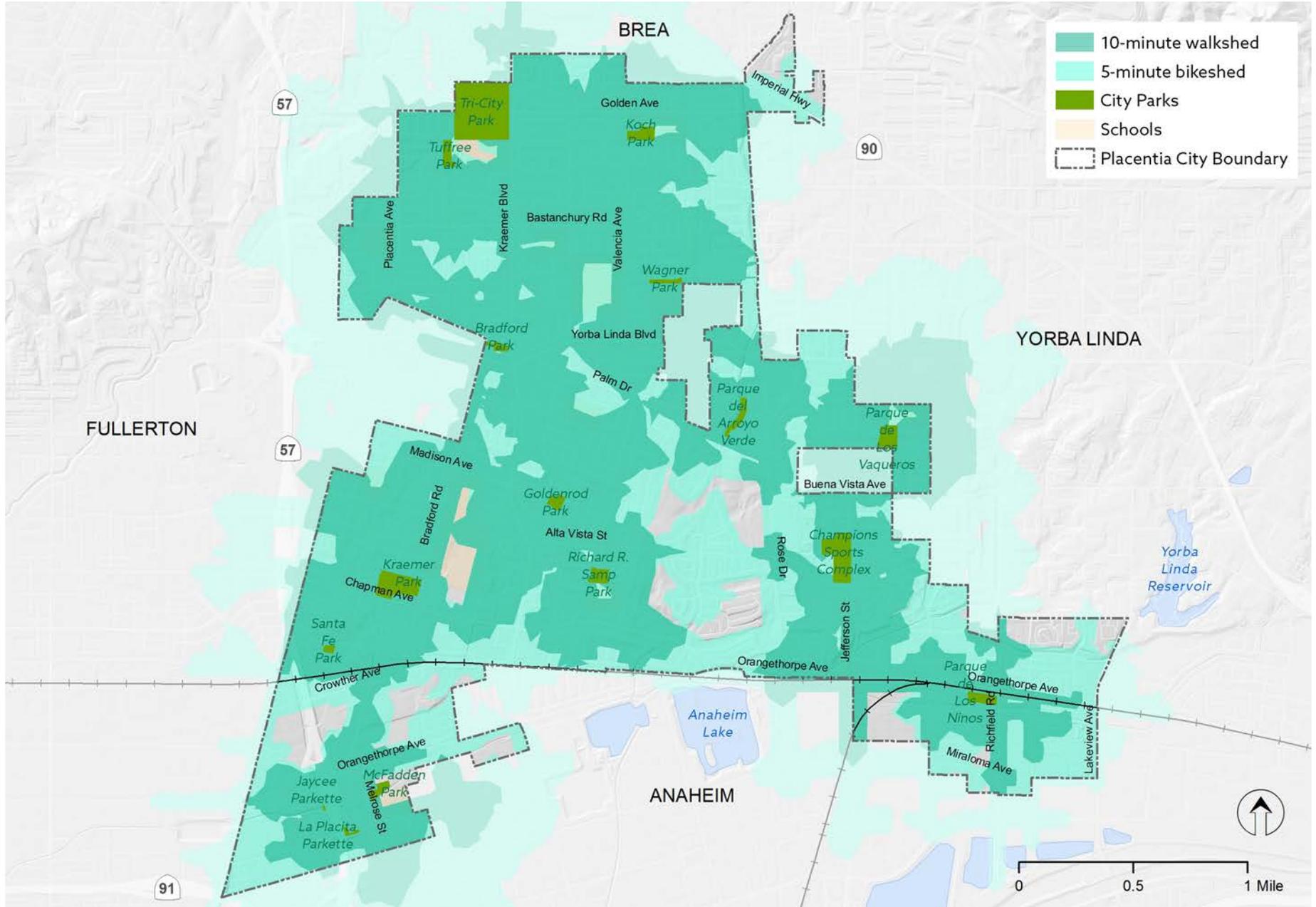


Figure 2-9: School Joint-Use Agreements Parks Level of Service

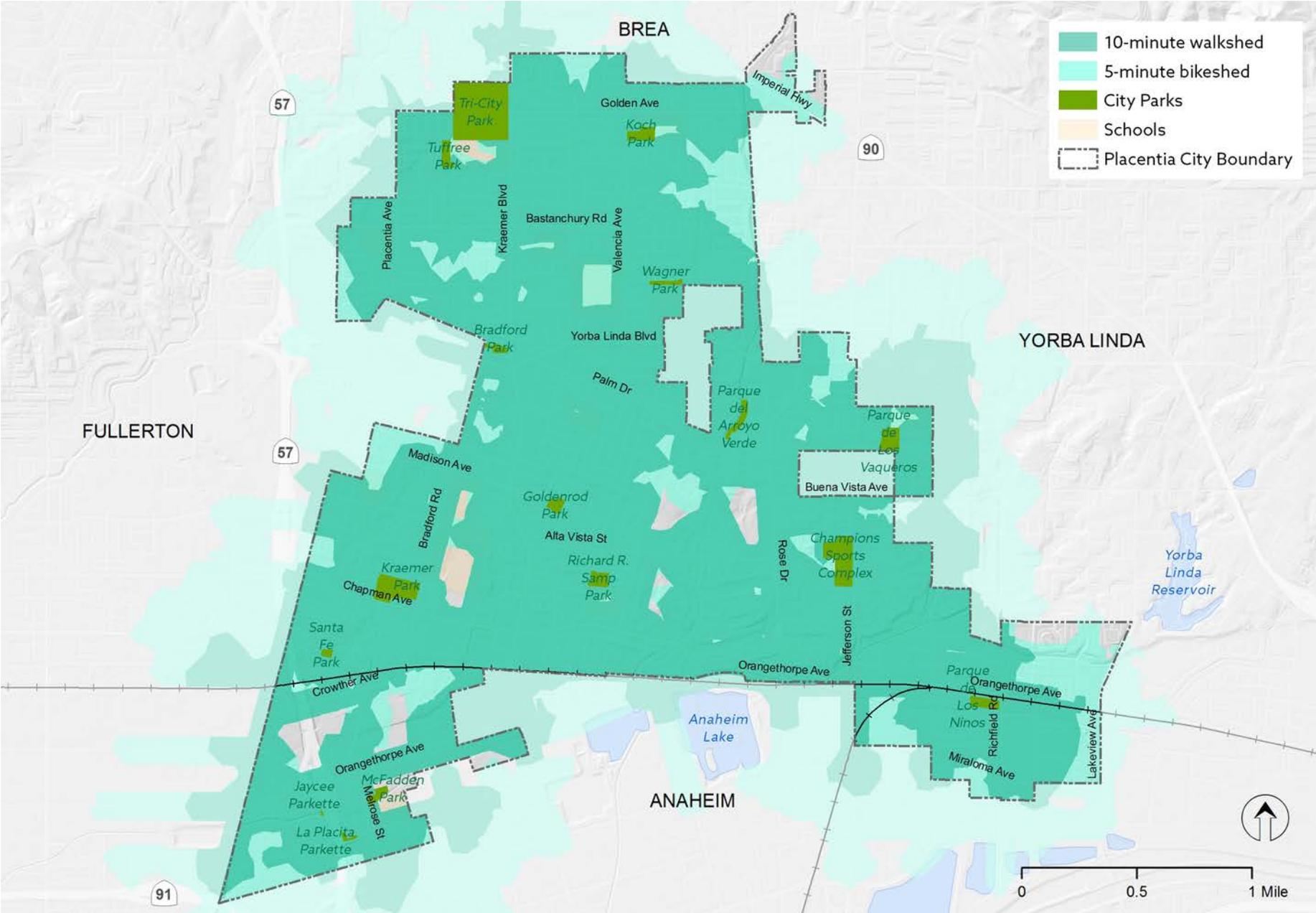


Figure 2-10: Expanded Parks Level of Service

Bicycle and Pedestrian Collisions

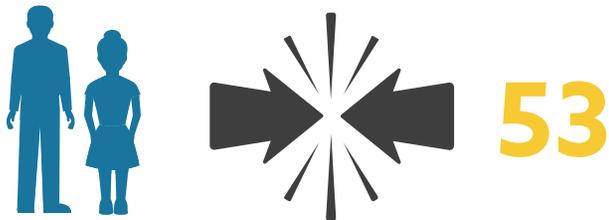
Bicycle and pedestrian collision data were obtained from the Statewide Integrated Traffic Records System (SWITRS) collision data set managed by the California Highway Patrol (CHP). This dataset captures all reported bicycle-vehicle, pedestrian-vehicle, and bicycle-pedestrian collisions that resulted 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.

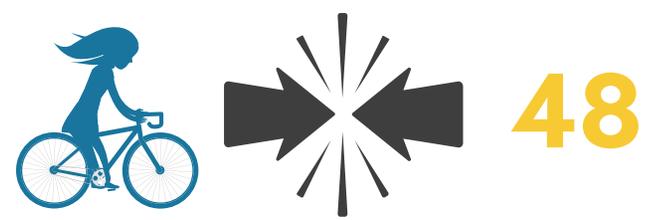
The corridors and intersections with the highest density of collisions include:

- 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



Bicyclist Collisions, 2014-2018



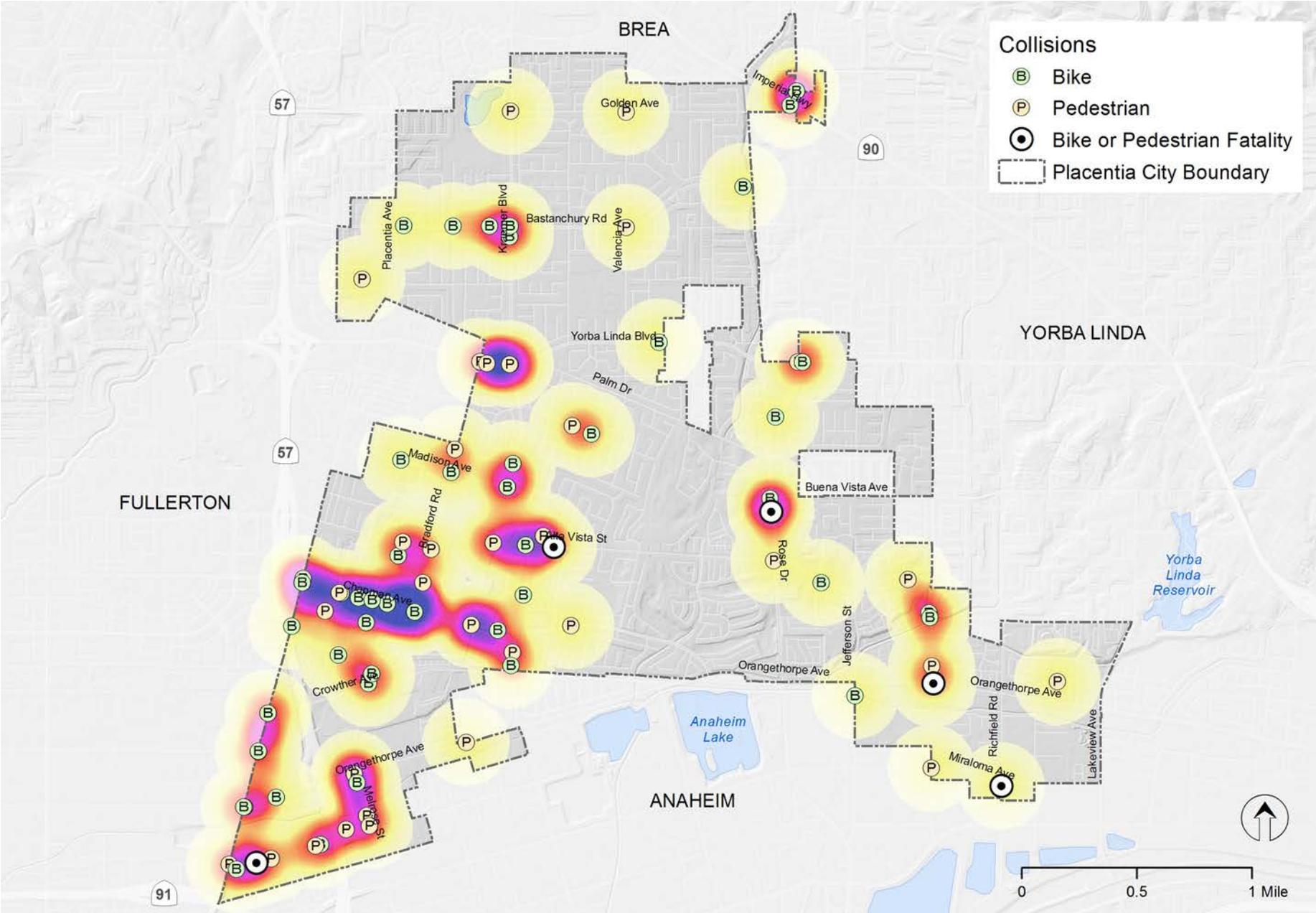


Figure 2-11: Bicyclist and Pedestrian Collision Analysis

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.

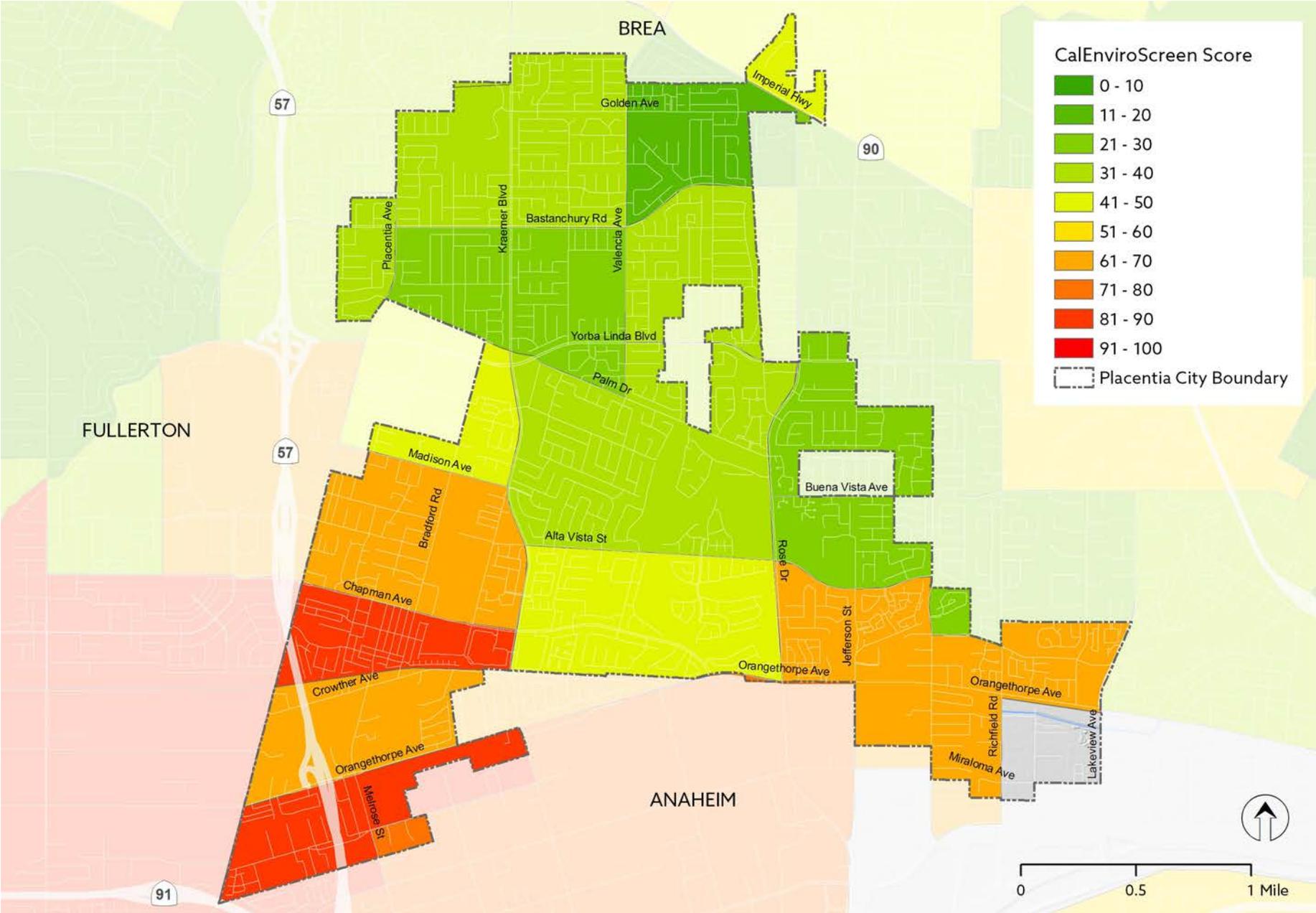


Figure 2-12: Health and Equity Index

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 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 as 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.

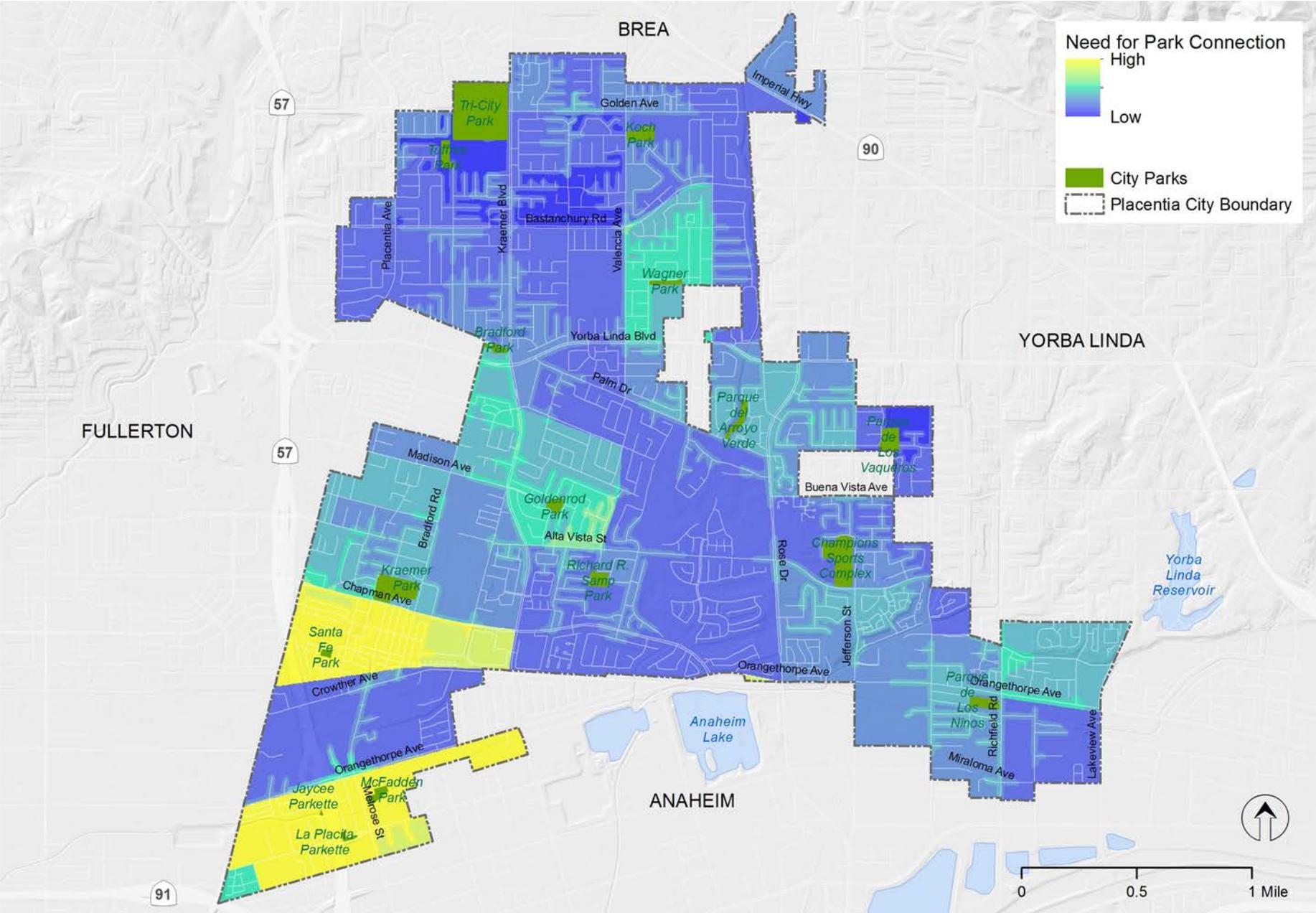


Figure 2-13: Park Connections Model

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03

Community Engagement



Community Engagement Overview

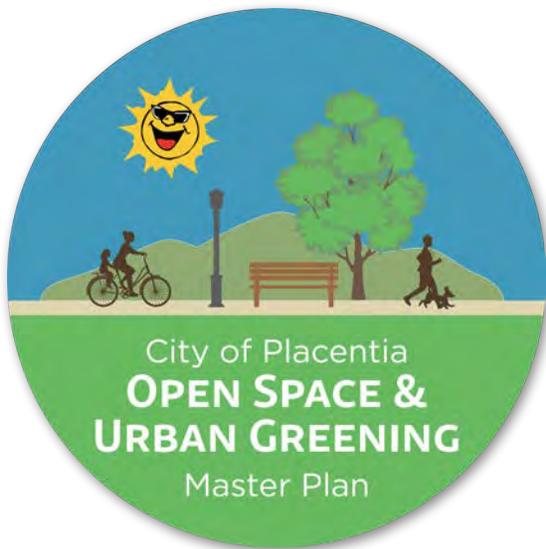
Community engagement played a major role throughout the planning process. One of the many goals of the Plan was to rely heavily on what Placentia residents and stakeholders had to say regarding their parks and how they access them. The City engaged with the community through a series of community workshops, 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

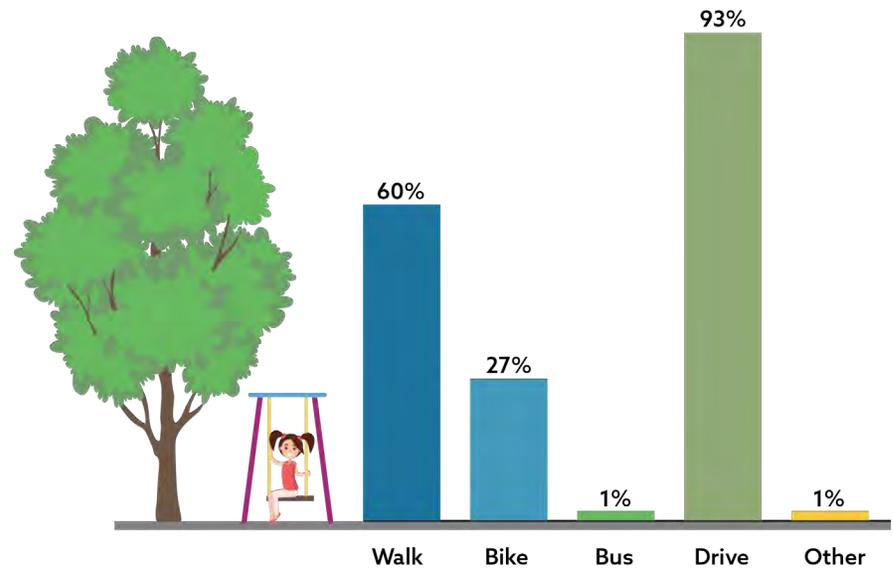
Survey

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.

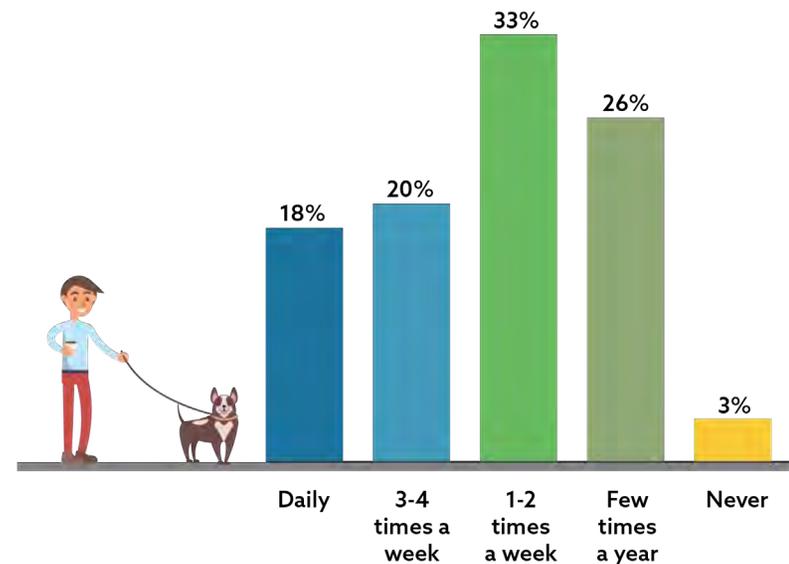
A total of 12 questions were asked, many of which included the option to provide additional comments related to the question. Most questions allowed respondents to select more than one category, resulting in totals that exceeded 100 percent.

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.

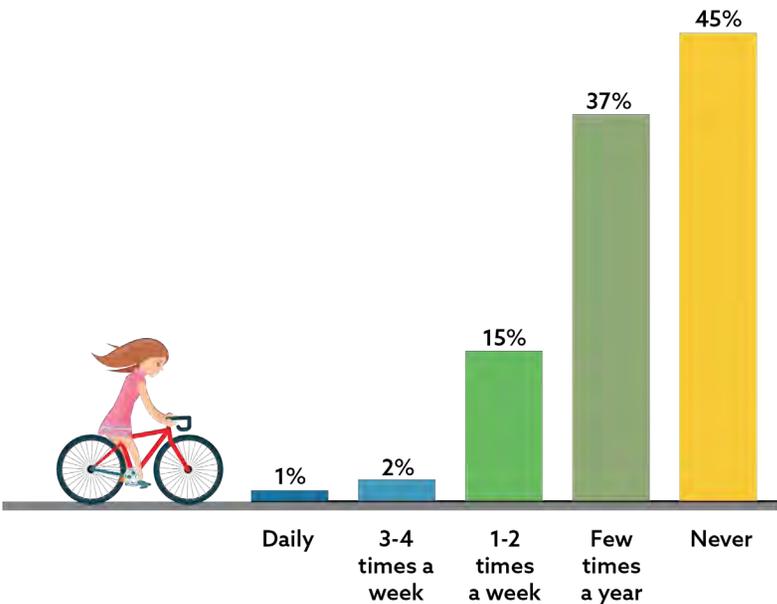
How do you get to city parks, open spaces, or facilities?



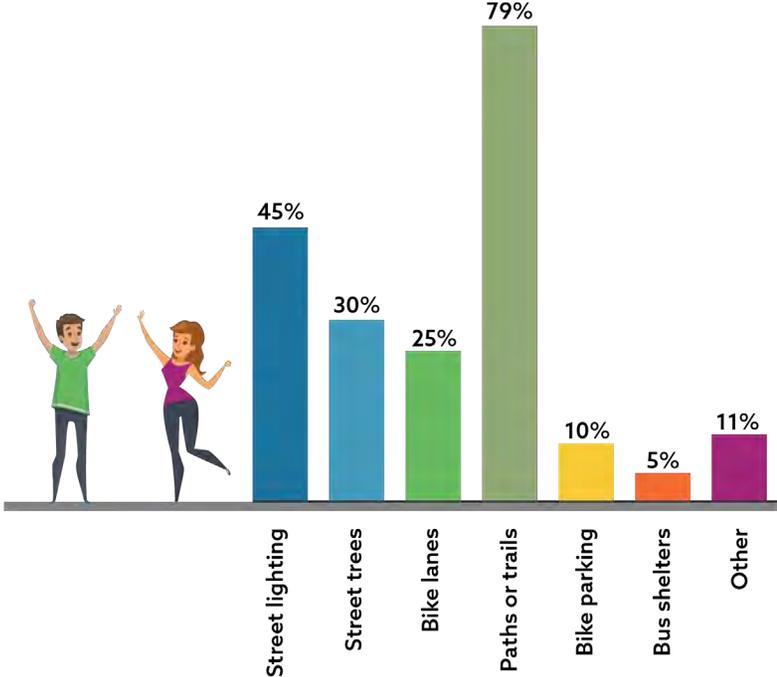
How often do you walk in Placentia?



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?



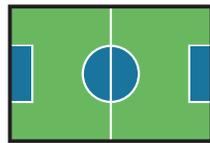
498 Surveys Completed!

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)



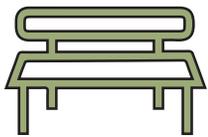
3.35

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

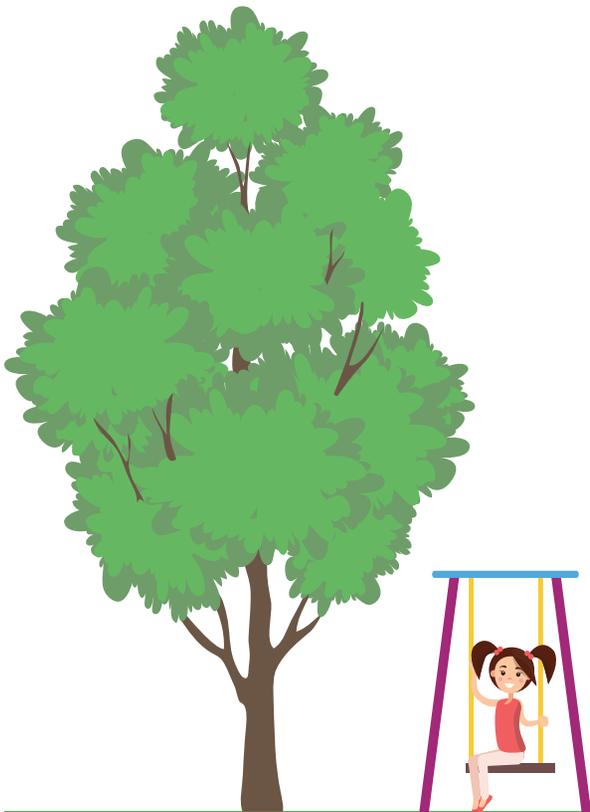
04

Recommendations

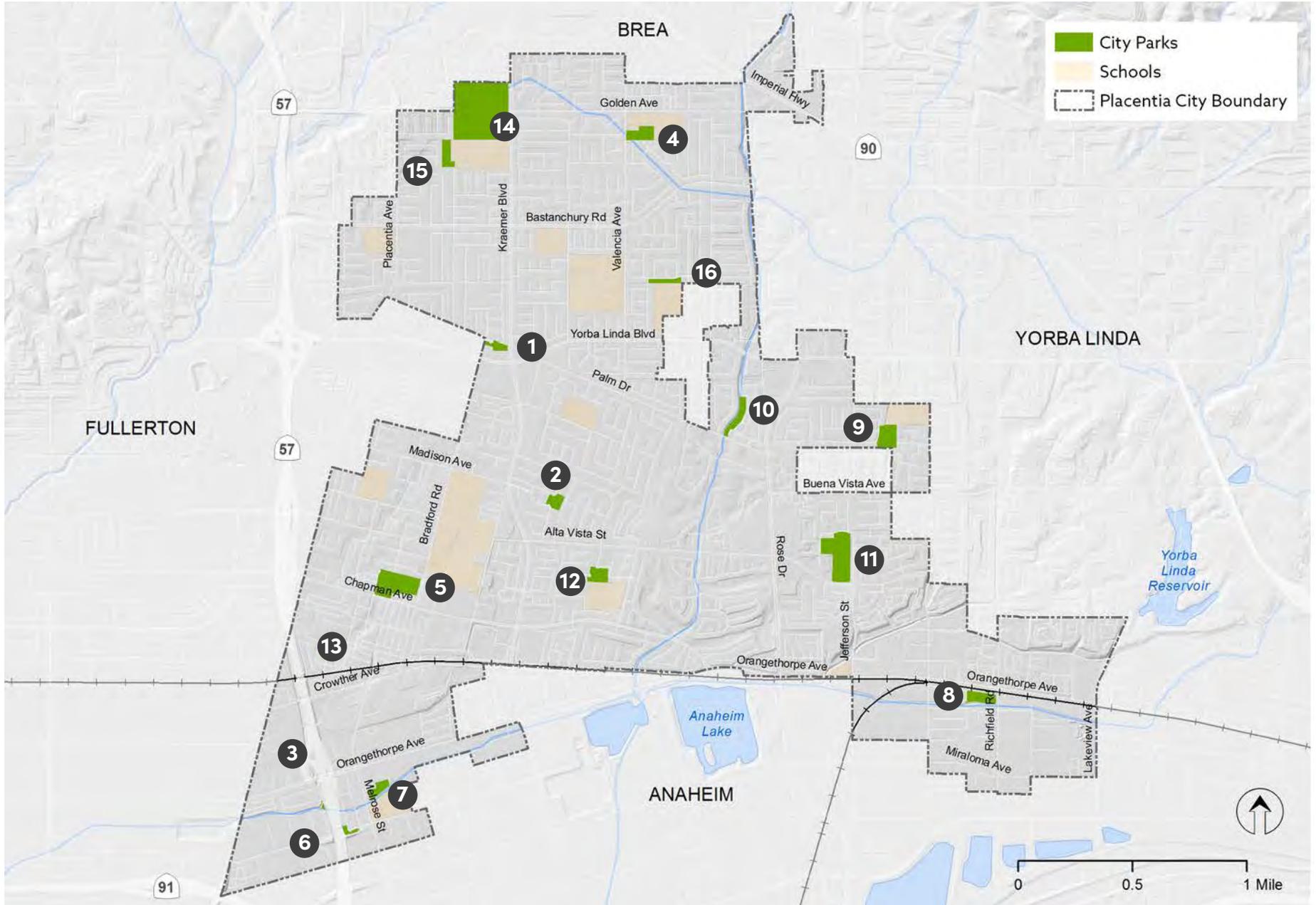


Park Recommendations

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 | 9 Parque de los Vaqueros |
| 2 Goldenrod Park | 10 Parque del Arroyo Verde |
| 3 Jaycee Parkette | 11 Placentia Champions Sport Complex |
| 4 Koch Park | 12 Richard R. Samp Park |
| 5 Kraemer Park | 13 Santa Fe Park |
| 6 La Placita Parkette | 14 Tri-City Park (County of Orange) |
| 7 McFadden Park | 15 Tuffree Park |
| 8 Parque de los Ninos | 16 Wagner Park |



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	

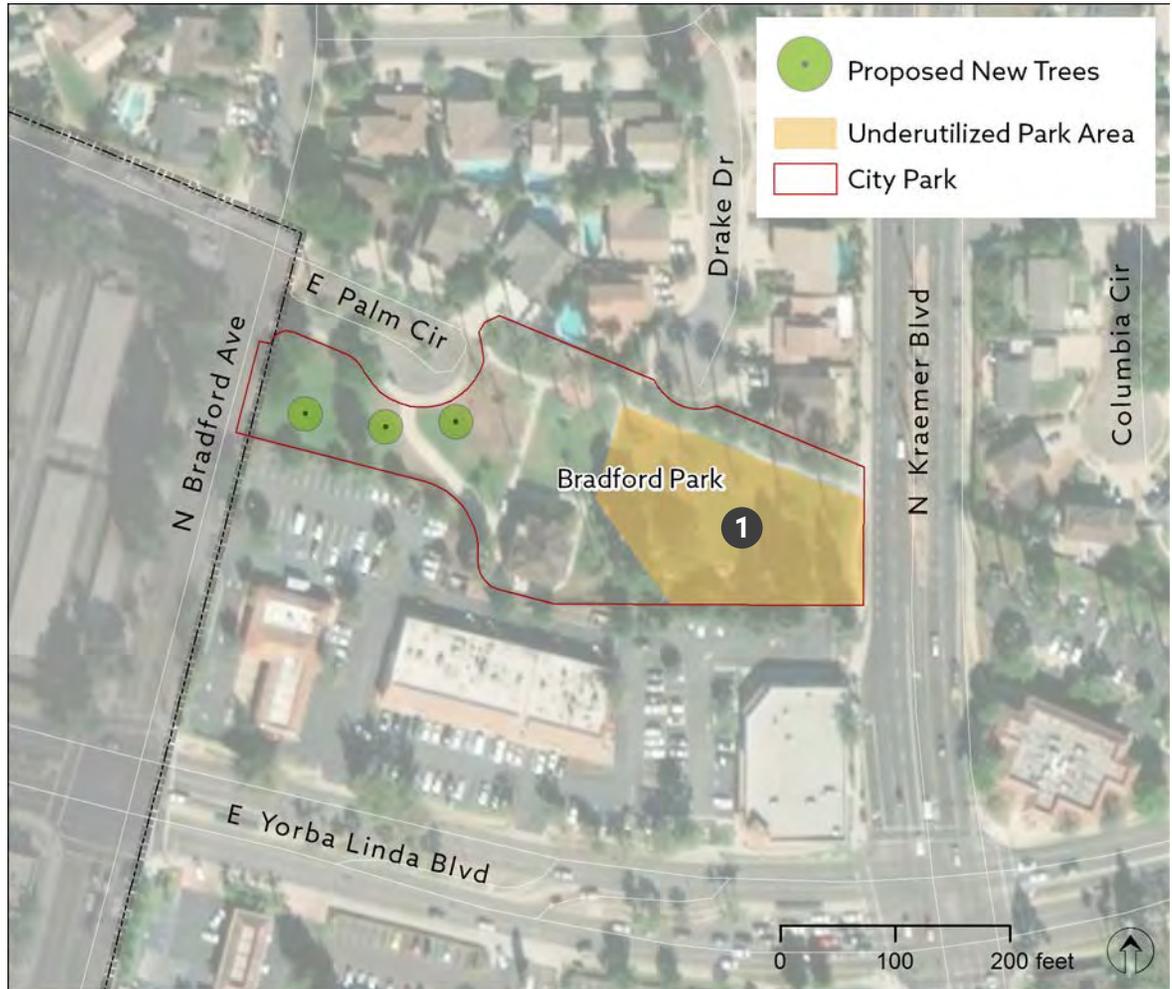


Figure 4-1: Bradford Park Infill/Expansion Potential



Park identification signage



Add safety and security lighting as needed



Repair / replace damaged turf throughout

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

Infill Facility Types	Typical SF	Area 1
		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

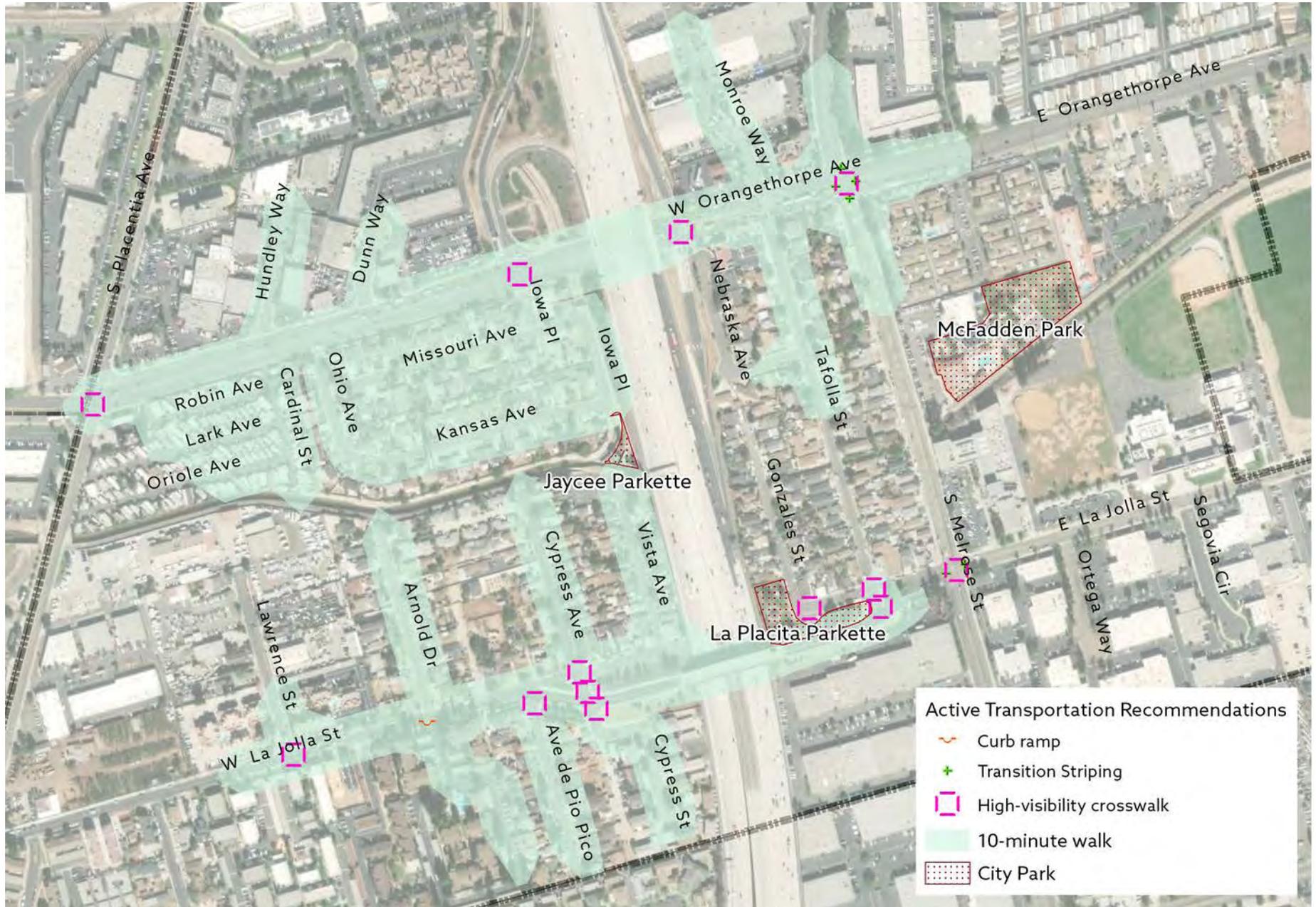


Figure 4-6: Jaycee Parkette Travelshed

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

Infill Facility Types	Typical SF	Area 1
		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

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

Infill Facility Types	Typical SF	Area	
		Area 1 9,331	Area 2 264,241
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

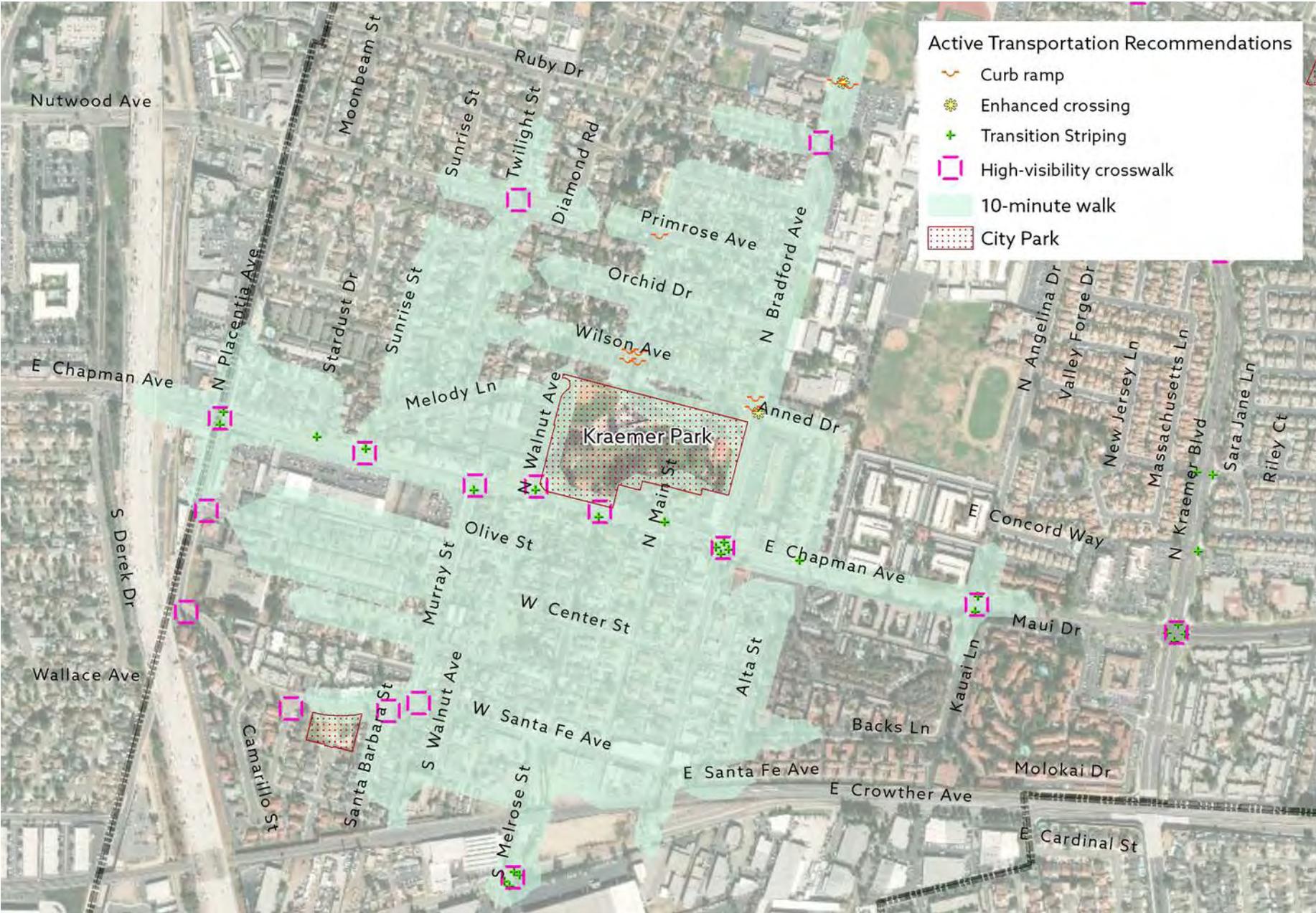


Figure 4-10: Kraemer Park Travelshed

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

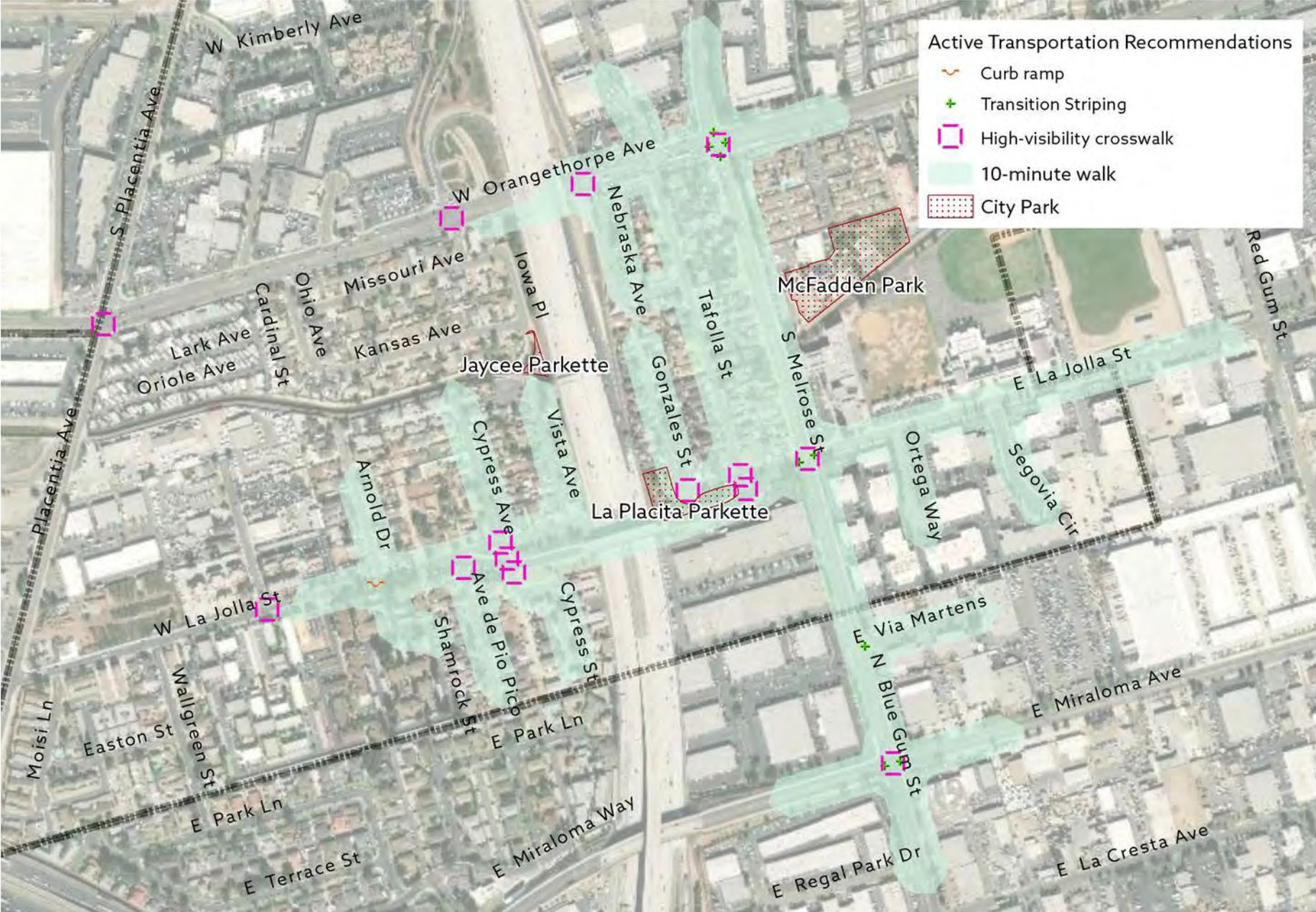


Figure 4-12: La Placita Parkette Travelshed

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

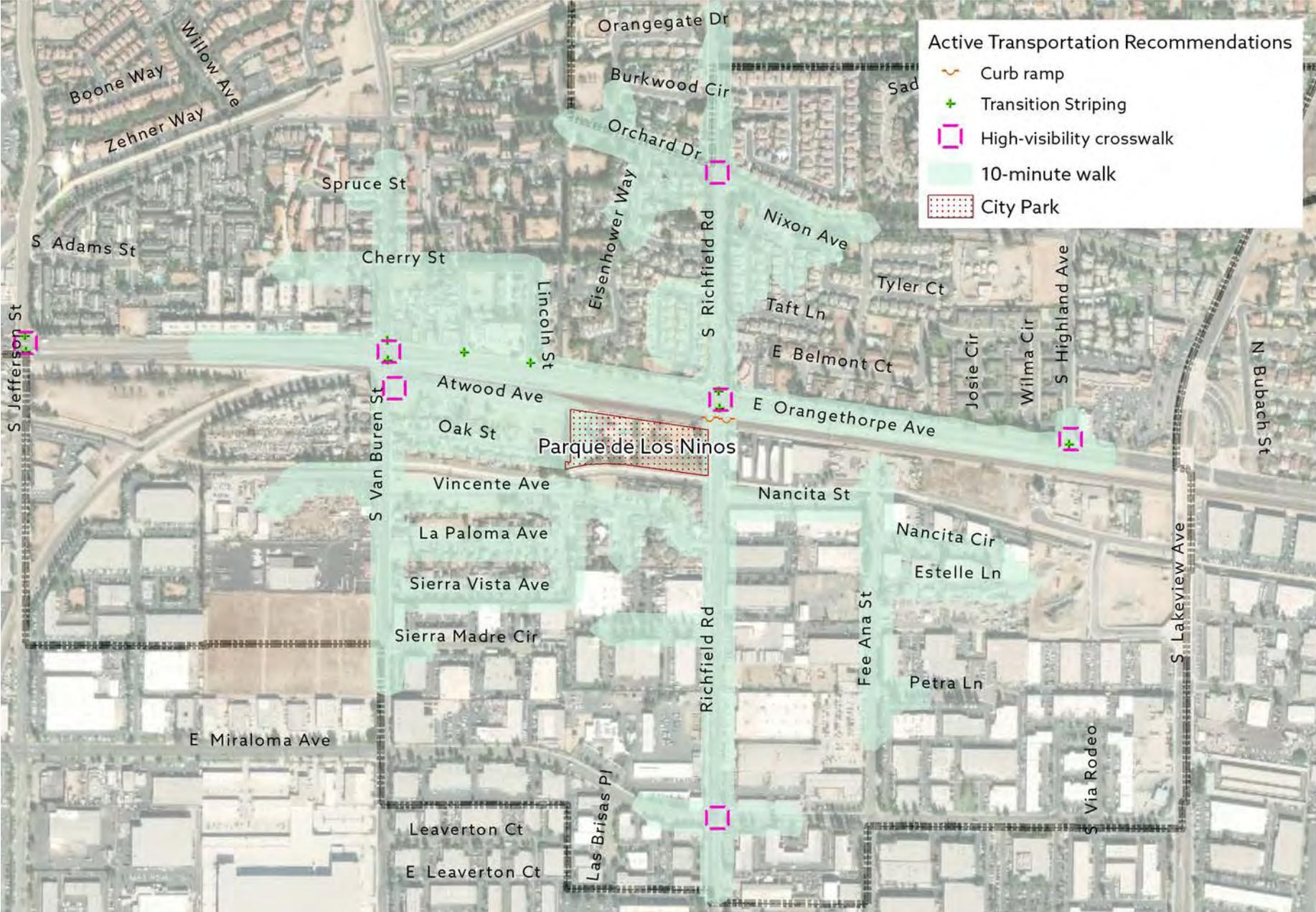


Figure 4-16: Parque de los Ninos Travelshed

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 and security 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

Infill Facility Types	Typical SF	Area 1 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

Infill Facility Types	Typical SF	Area 1	Area 2	Area 3
		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

Infill Facility Types	Typical SF	Area 1
		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.

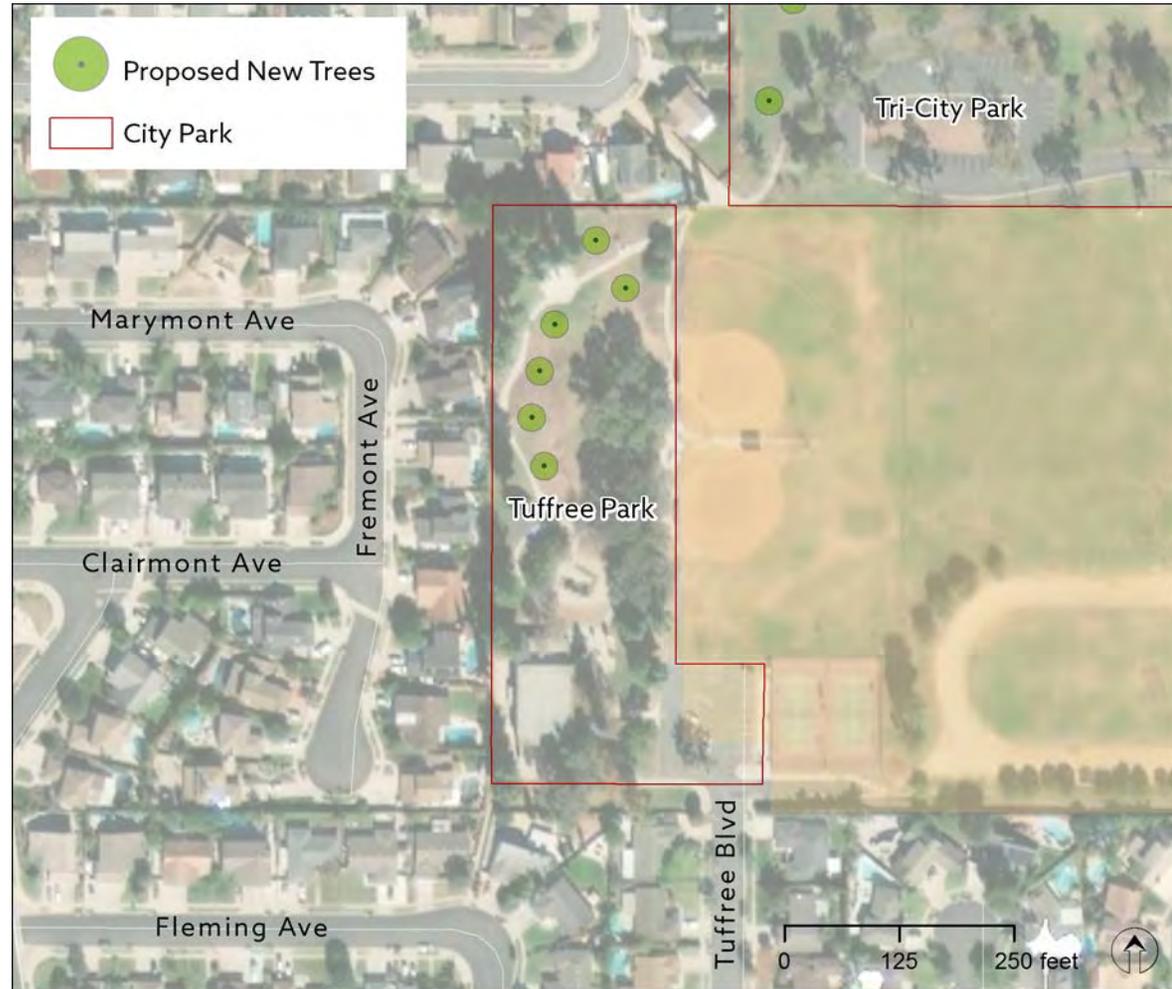


Figure 4-27: Tuffree Park Infill/Expansion Potential

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

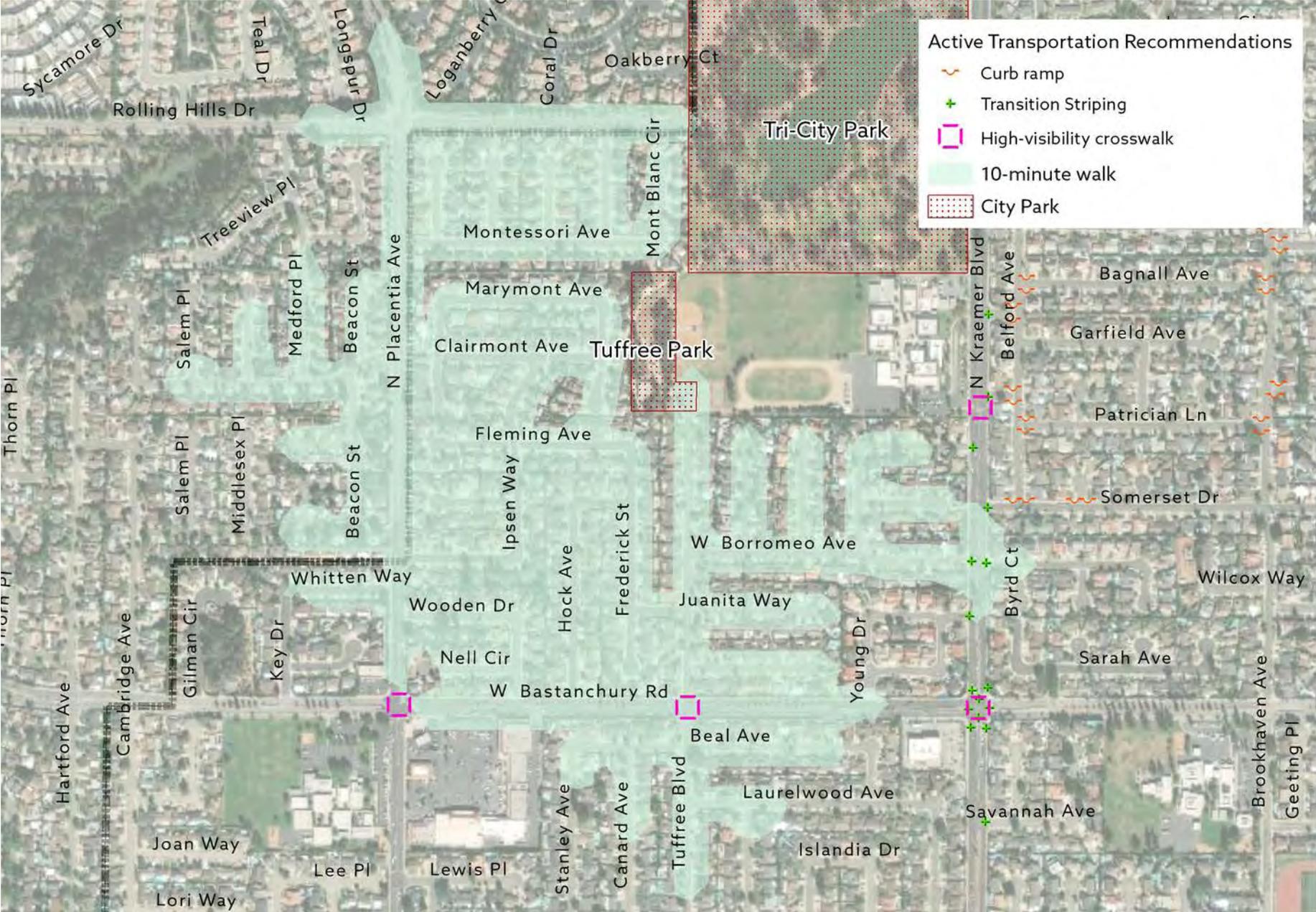


Figure 4-28: Tuffree Park Travelshed

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

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.

The City of Placentia should coordinate with the County of Orange to improve Class 1 connectivity through the park between Rolling Hills Drive and Golden Avenue.



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-driven 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. The numbers correspond to their prioritization ranking from Table 4-14.

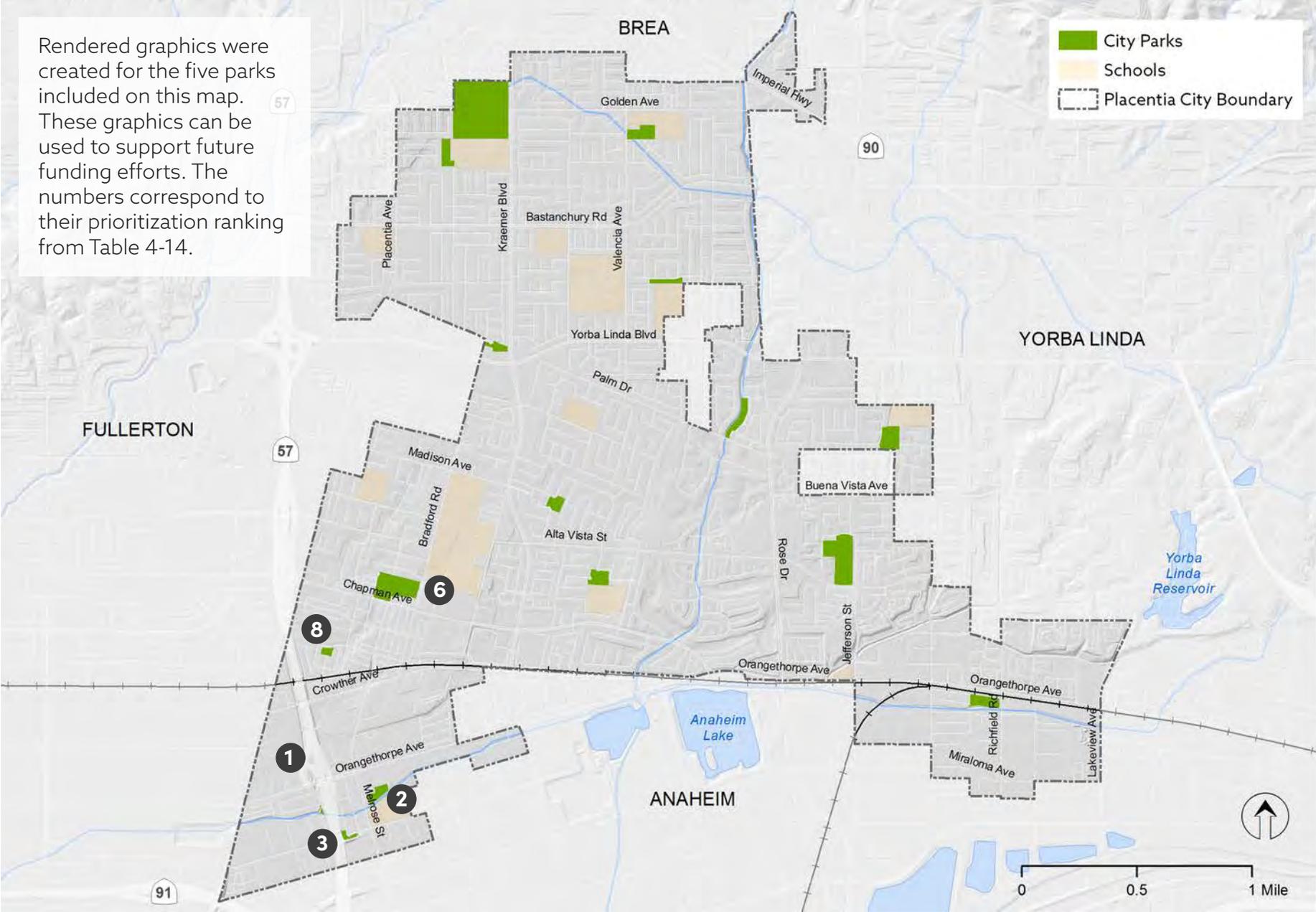




Figure 4-33: Jaycee Parkette Concept Plan



Figure 4-34: McFadden Park Concept Plan

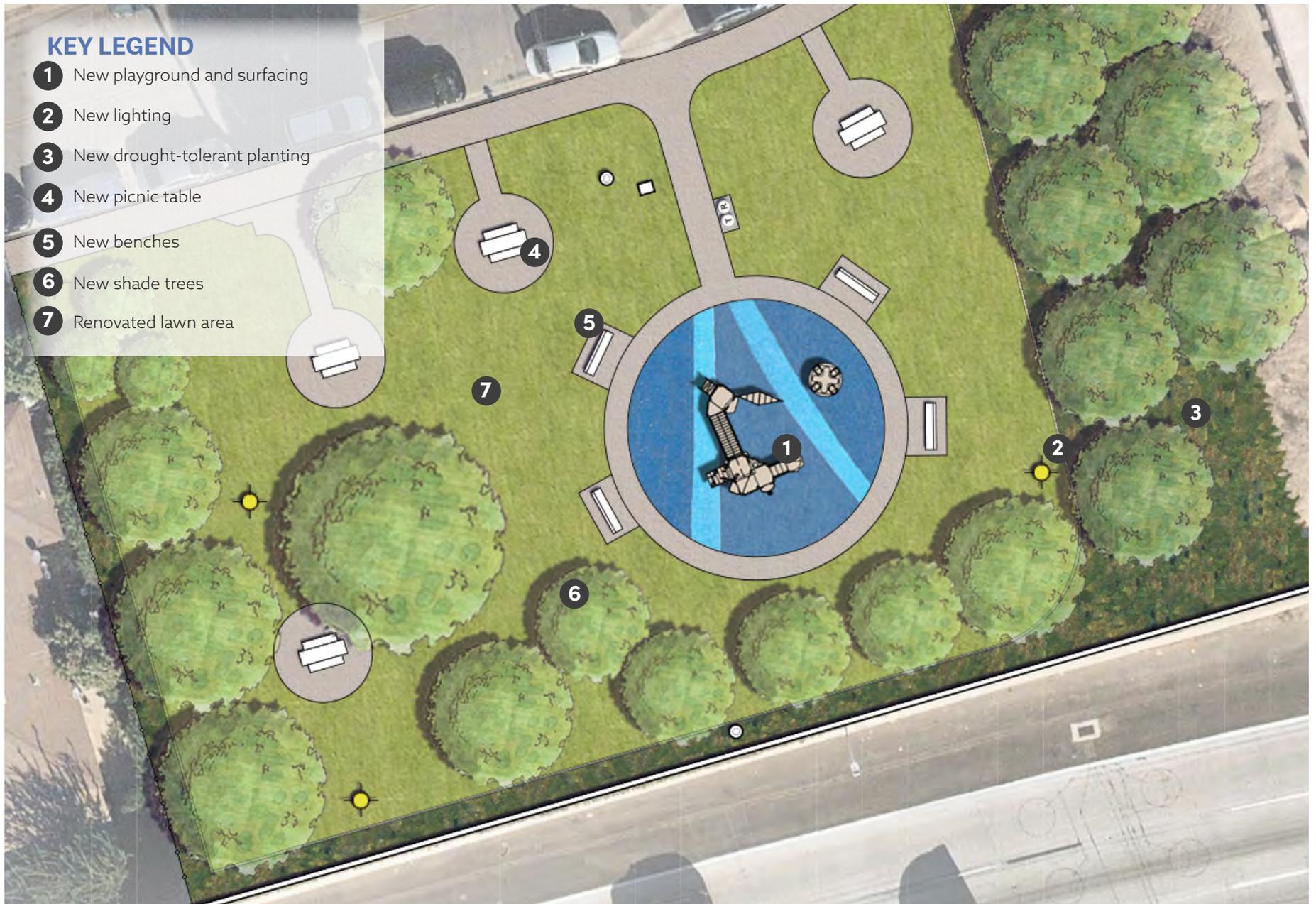


Figure 4-35: La Placita Parkette Concept Plan



Figure 4-36: Kraemer Park Concept Plan

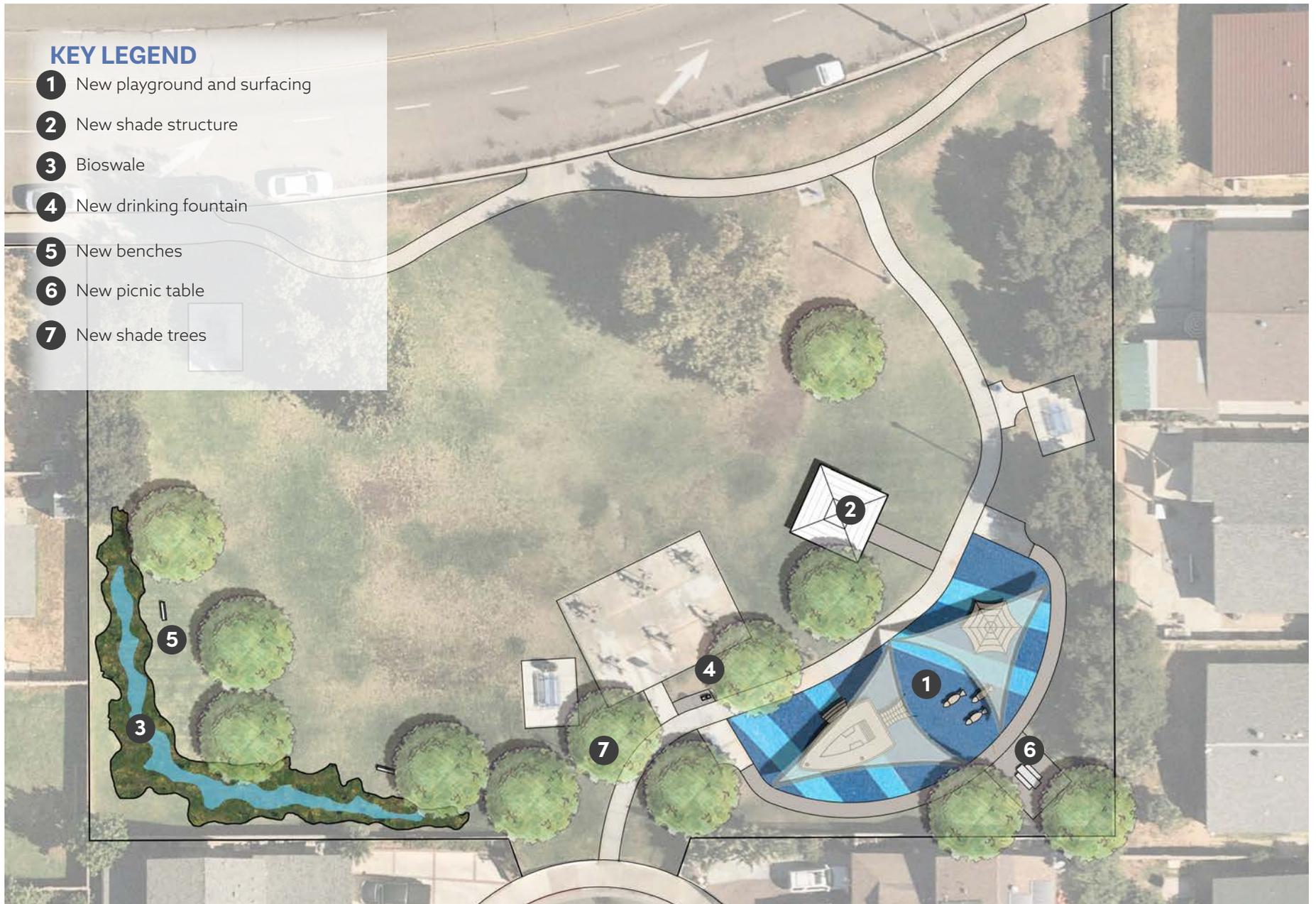


Figure 4-37: Santa Fe Park Concept Plan

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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.



1
Exercise equipment and playground features along Santa Ana's PE Trail



2
Outdoor exercise equipment along The Tracks at Brea



3
Site furnishings and lighting along Chicago's Bloomingdale Trail



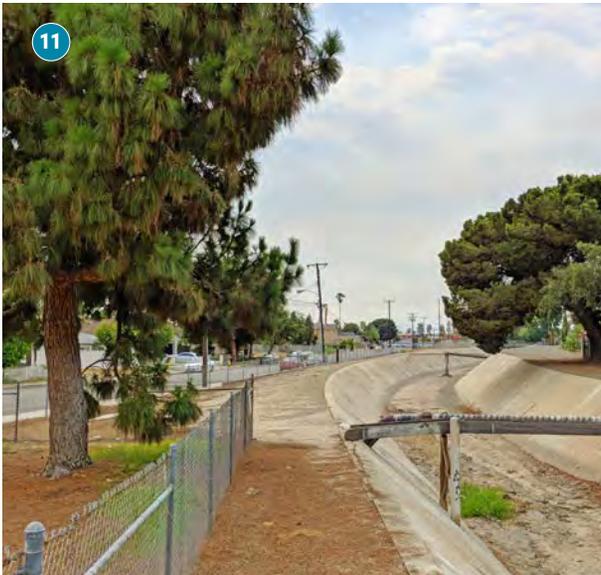
4
Art installations along the Atlanta BeltLine path



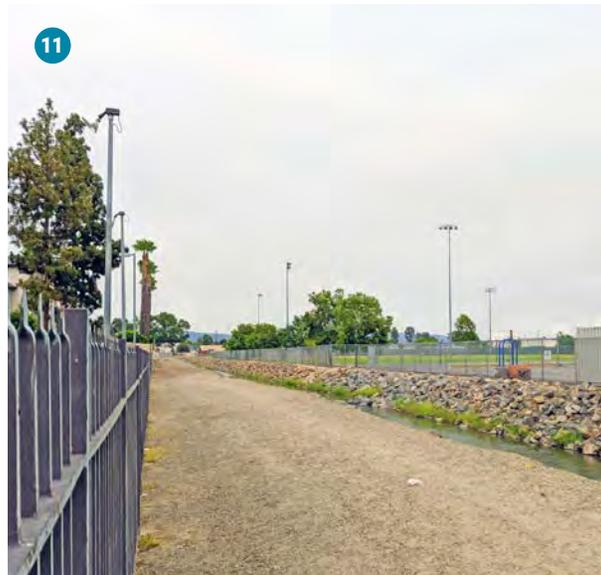
Carbon Canyon Channel, Section adjacent to Parque del Arroyo Verde



Opportunities for linear park elements or multi-use path on Alta Vista St.



Atwood Channel, section adjacent to Parque de Los Ninos



Carbon Creek Channel, section adjacent to McFadden Park, Melrose ES, and Valadez MS

Project #	Name	Length (Miles)
1	Carbon Canyon Channel	1.2
2	Carbon Canyon Channel	0.4
3	Palm Drive	0.2
4	Rose Drive	0.7
5	Kraemer Boulevard	0.7
6	Alta Vista Street	2.0
7	Central Avenue	0.2
8	Chapman Avenue	1.1
9	Carbon Canyon Channel	0.4
10	Carbon Creek Channel	0.4
11	Carbon Creek Channel	3.0
12	Richfield Channel	0.7
13	Atwood Channel	1.10
14	Golden Avenue	1.2

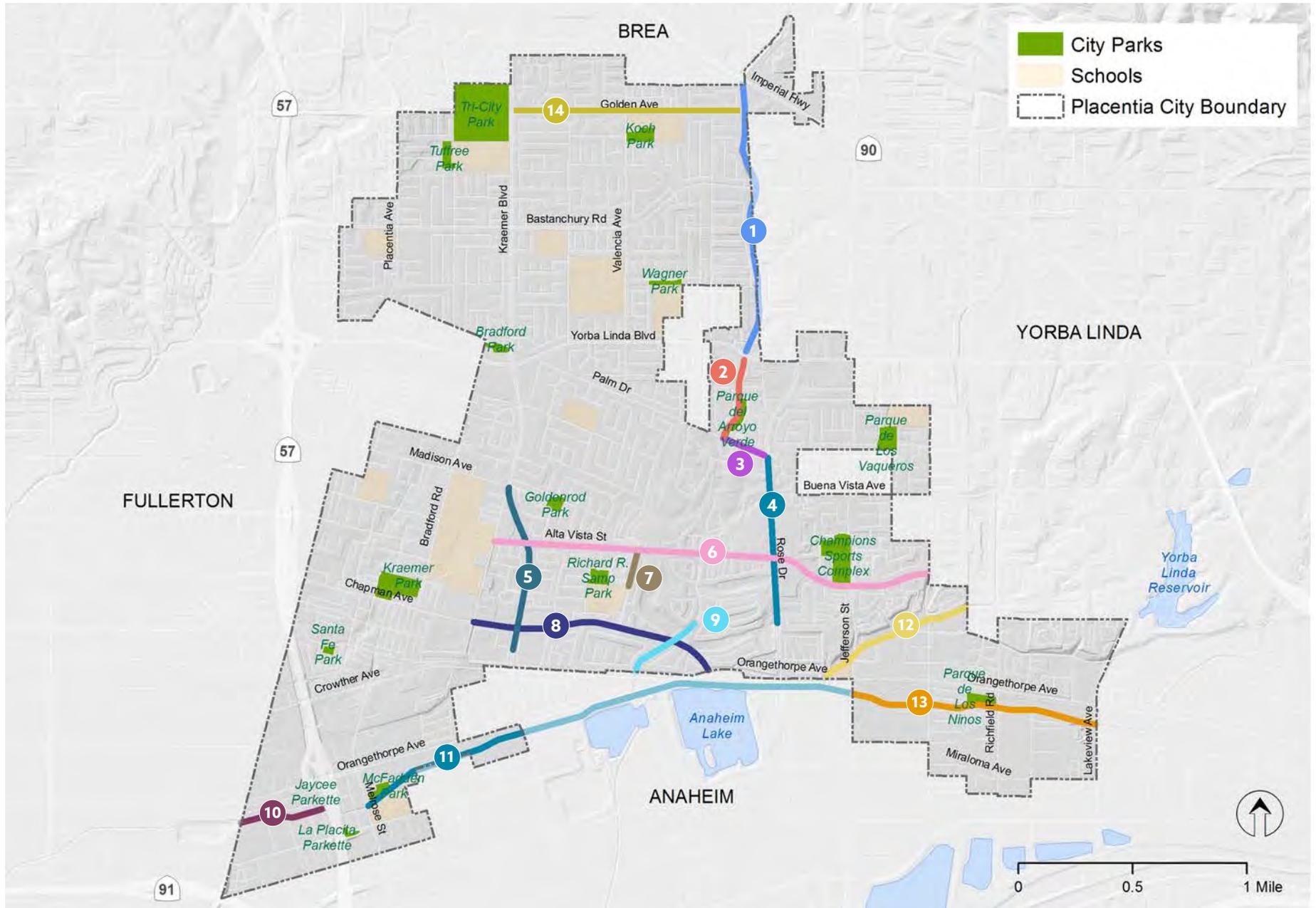


Figure 4-38: Linear Park and Multi-Use Path Opportunities

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

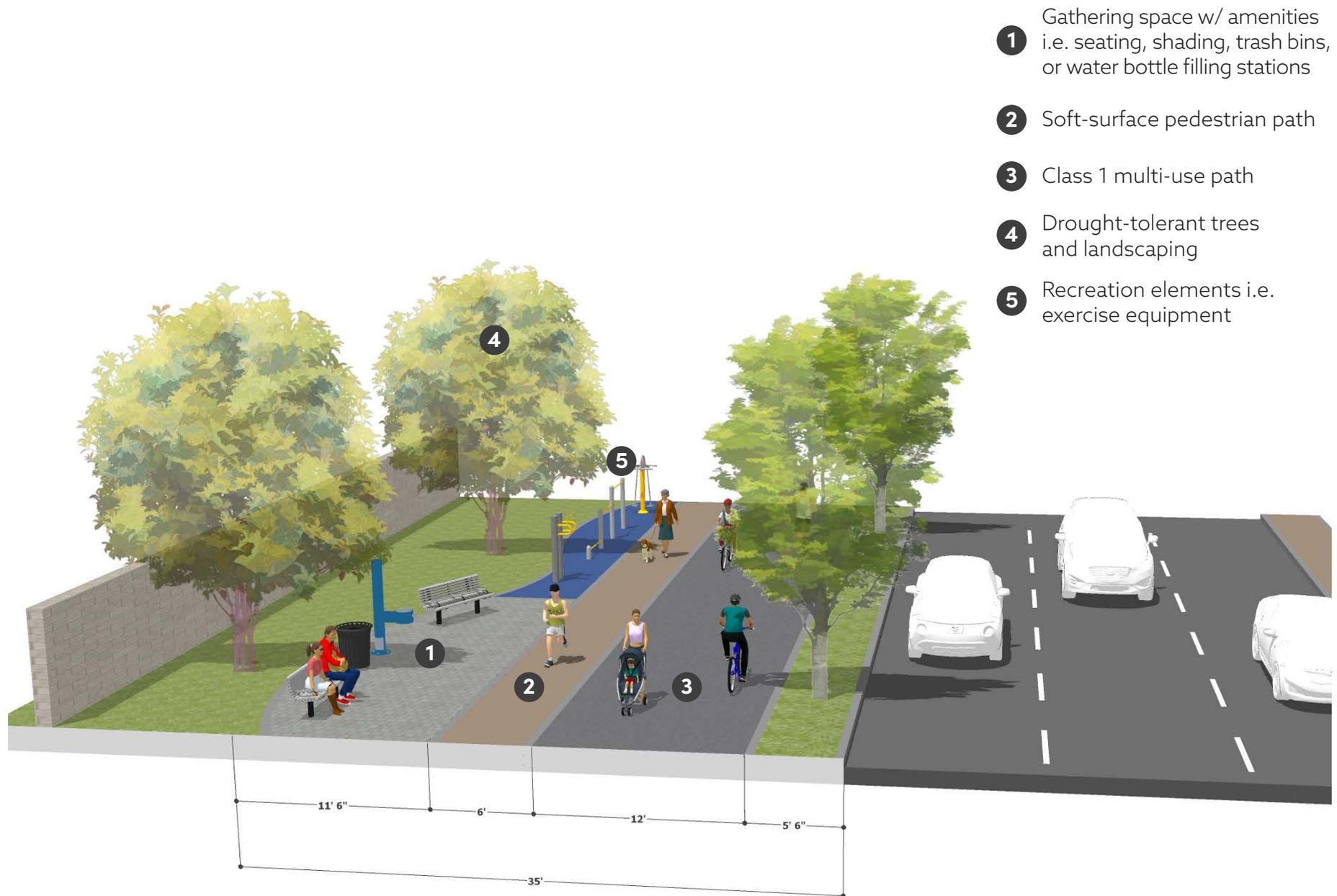
Linear Park and Class 1 Multi-Use Path Vignettes

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

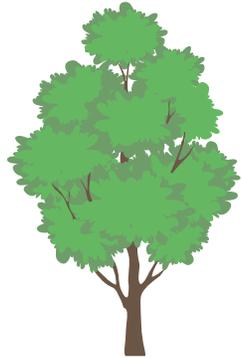
The following trees have been identified as excellent choices for carbon sequestration.

- 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 Palette

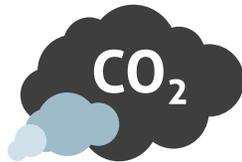
The following table includes a recommended list of trees that can be planted in Placentia. The trees in the table were selected based on the regions growing climate, the maintenance, height, canopy, and potential to sequester carbon.

Carbon Sequestration: Existing Trees



7,652

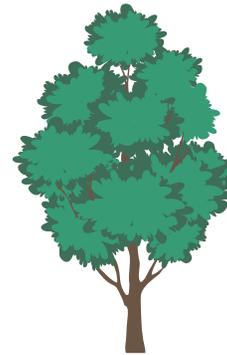
Existing Trees in Placentia



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'		●
Hymenoporum 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 Palette

Scientific Name	Common Name	Type	Mature H x W	Carbon Sequestration (lbs) (Assumes equal perimeters)	Minimum Parkway Requirements (feet)	Flowering Tree	Fall Color
<i>Magnolia grandiflora</i> 'Majestic Beauty'	Majestic Beauty Magnolia	Evergreen	40' x 20'	No Data Available	5'	●	
<i>Magnolia grandiflora</i> 'Samuel Sommer'	Samuel Sommer Magnolia	Evergreen	40' x 30'	No Data Available	5'	●	
<i>Melaleuca linariifolia</i>	Flaxleaf Paperbark	Evergreen	30' x 30'	No Data Available	5'	●	
<i>Melaleuca quinquenervia</i>	Cajeput Tree	Evergreen	40' x 60'	1,809	5'		
<i>Metasequoia glyptostroboides</i>	Dawn Redwood	Deciduous	80' x 30'	No Data Available	8'	●	
<i>Metrosideros excelsus</i>	New Zealand Christmas Tree	Evergreen	40' x 40'	26,539	5'	●	
<i>Nyssa sylvatica</i>	Sour Gum	Deciduous	50' x 25'	No Data Available	5'		●
<i>Pinus canariensis</i>	Canary Island Pine	Evergreen	80' x 50'	3,366	8'		
<i>Pistachia chinensis</i>	Chinese Pistache	Deciduous	40' x 40'	No Data Available	5'		●
<i>Pittosporum phillyraeoides</i>	Willow Pittosporum	Evergreen	50' x 15'	No Data Available	3'		
<i>Platanus mexicana</i>	Sycamore Alamo	Deciduous	50' x 25'	No Data Available	5'		●
<i>Platanus racemosa</i>	Sycamore California	Deciduous	60' x 40'	3,682	8'		●
<i>Platanus acerifolia</i>	Sycamore London Plane	Deciduous	60' x 40'	No Data Available	8'		●
<i>Podocarpus gracilior</i>	Fern Pine	Evergreen	60' x 60'	2,239	8'		
<i>Pyrus betulaefolia</i> 'Southworth'	Dancer Pear	Deciduous	25' x 20'	No Data Available	3'	●	●
<i>Pyrus calleryana</i> var.	Pear	Deciduous	35' x 25'	24,302	3'	●	●
<i>Quercus agrifolia</i>	Coast Live Oak	Evergreen	70' x 100'	6,069	8'		
<i>Quercus engelmannii</i>	Mesa Oak	Evergreen	60' x 80'	No Data Available	8'		
<i>Quercus ilex</i>	Holly Oak	Evergreen	70' x 70'	8,728	5'		
<i>Quercus rubra</i>	Northern Red Oak	Evergreen	90' x 80'	No Data Available	8'		
<i>Quercus suber</i>	Cork Oak	Evergreen	100' x 100'	No Data Available	8'		
<i>Quercus virginiana</i>	Southern Live Oak	Evergreen	60' x 100'	No Data Available	8'		
<i>Rhus lancea</i>	African Sumac	Evergreen	30' x 30'	No Data Available	5'		
<i>Sapium sebiferum</i>	Chinese Tallow Tree	Deciduous	40' x 35'	No Data Available	5'		●
<i>Sophora japonica</i>	Japanese Pagoda Tree	Deciduous	40' x 40'	No Data Available	5'		
<i>Tabebuia chrysotricha</i>	Golden Trumpet Tree	Evergreen	25' x 20'	No Data Available	3'	●	
<i>Tabebuia ipe</i>	Lavender Bloom	Deciduous	30' x 30'	No Data Available	5'	●	
<i>Tipuana tipu</i>	Tipu Tree	Semi	50' x 60'	No Data Available	8'	●	
<i>Tristania conferta</i>	Brisbane Box	Evergreen	60' x 40'	No Data Available	5'	●	
<i>Tristania laurina</i>	Swamp Myrtle	Evergreen	20' x 10'	No Data Available	3'		
<i>Ulmus parvifolia</i>	Chinese Elm	Evergreen	60' x 70'	7,441	5'		●
<i>Washingtonia robusta</i>	Mexican Fan Palm	Evergreen	90' x 15'	43,778	3'		
<i>Zelkova serrata</i>	Sawleaf Zelkova	Deciduous	40' x 40'	No Data Available	8'		●

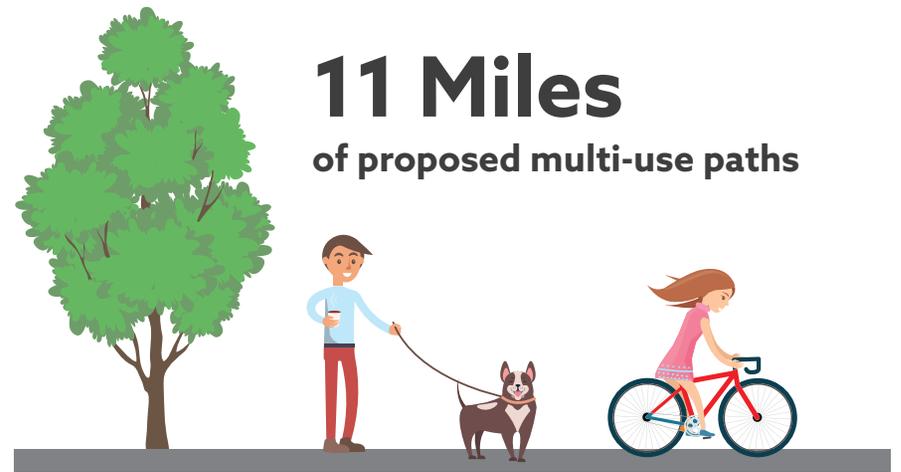
Vehicle Miles Traveled Reduction Analysis

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.



11 Miles
of proposed multi-use paths



171,858 VMT

reduced with proposed
multi-use paths

3,051,197 lbs

GHG emissions avoided

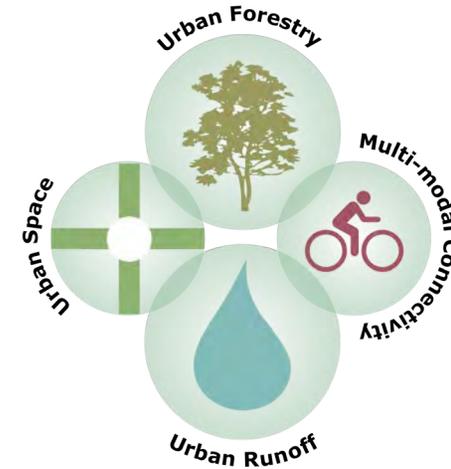
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Green Street Toolbox

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 through road striping or as a raised curb with decorative paving or vegetation.



Excess ROW / Building
Interface Zone

Pedestrian
Zone

Parkway
Zone

On-Street
Parking
Zone

Bicycle
Zone

Travel Lane
Zone

Center
Median

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 program 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.

Placentia is encouraged to partner with OCTA on national Bike Month announcements, promotion, and events.

Host a Ciclovía, Open Streets, and Other Signature Events

A Ciclovía (also ciclovía or cyclovía 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. Ciclovías 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. Ciclovías 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. Open streets events often have a theme of health, exercise, and active transportation, and include groups promoting free, healthy activities stationed along the route.

Orange County has participated in demonstration projects in collaboration with SCAG Go Human Events over the last few years. Several of these events were conducted during the planning and design phases of the OC Loop connections.



Fairmont Connector, Demonstration Project by OCTA and SCAG



Fairmont Connector, Demonstration Project by OCTA and SCAG

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. Several companies, both nationally and abroad, have created diverse fleets of mobility options that rely on today's technology.

Transportation options and services throughout 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 a few examples of national resources Placentia can refer to if they wish to explore these mobility options for their community. Placentia can also seek OCTA's suggested policies document published in 2018. This document provides guidance to local agencies considering shared active transportation permitting programs.

These resources provide valuable information on the successes and failures of new mobility products and programs, and how it's affected those communities. Understanding the overall balance of infrastructure, mobility devices, technology, and programs, will be key to establishing a successful environment where all people have the option to walk, hike, or ride to their destinations.



Dockless bikes



Electric dockless scooters

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							
FUNDING SOURCE	FUNDING ORIGIN	Typical Approaches		Implementation	First and Last Mile	Atypical Approaches			
		CIP Development	Maintenance and Operations			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							
FUNDING SOURCE	FUNDING ORIGIN	Typical Approaches		Implementation	 First and Last Mile	Atypical Approaches			
		CIP Development	Maintenance and Operations			 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							
FUNDING SOURCE	FUNDING ORIGIN	Typical Approaches		Implementation	First and Last Mile	Atypical Approaches			
		CIP Development	Maintenance and Operations			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							
FUNDING SOURCE	FUNDING ORIGIN	Typical Approaches		Implementation	First and Last Mile	Atypical Approaches			
		CIP Development	Maintenance and Operations			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							
FUNDING SOURCE	FUNDING ORIGIN	Typical Approaches		Implementation	 First and Last Mile	 Urban Forestry	 Back to Nature	 Low Impact Development	 Culture and History
		CIP Development	Maintenance and Operations						
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							
FUNDING SOURCE	FUNDING ORIGIN	Typical Approaches		Implementation	First and Last Mile	Atypical Approaches			
		CIP Development	Maintenance and Operations			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							
FUNDING SOURCE	FUNDING ORIGIN	Typical Approaches		Implementation	 First and Last Mile	 Urban Forestry	 Back to Nature	 Low Impact Development	 Culture and History
		CIP Development	Maintenance and Operations						
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							
FUNDING SOURCE	FUNDING ORIGIN	Typical Approaches		Implementation	First and Last Mile	Atypical Approaches			
		CIP Development	Maintenance and Operations			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	●	●	●	●	●	●	●	●



City of Placentia

Placentia Open Space and Urban Greening Plan

December 3, 2019

ktua

Background and Purpose



Background

- April 2016 Southern California Association of Governments (SCAG) adopted the 2016-2040 Regional Transportation Plan-Sustainable Communities Strategy (RTP/SCS).
 - Regional planning policy to integrate land use planning and transportation investments that focuses on local sustainable and active transportation.
- The Sustainable Planning Grant (SPG) is key to implementing the RTP/SCS.
 - In 2017 the City of Placentia was selected to receive a SPG grant for the development of the Open Spaces and Urban Greening Master Plan.



Purpose

- Open Spaces and Urban Greening Master Plan
 - A planning effort to safely and comfortably connect parks and open spaces throughout the City.
 - Address multi-use paths, bikeways, and pedestrian deficiencies between parks and open spaces.
 - Review opportunities to expand the number of trees planted throughout the park system.
 - Develop list of prioritized projects and grant opportunities for future design and implementation.
 - Coordinate implementation with other planned park and active transportation related projects and program elements.



Guiding Plans and Studies

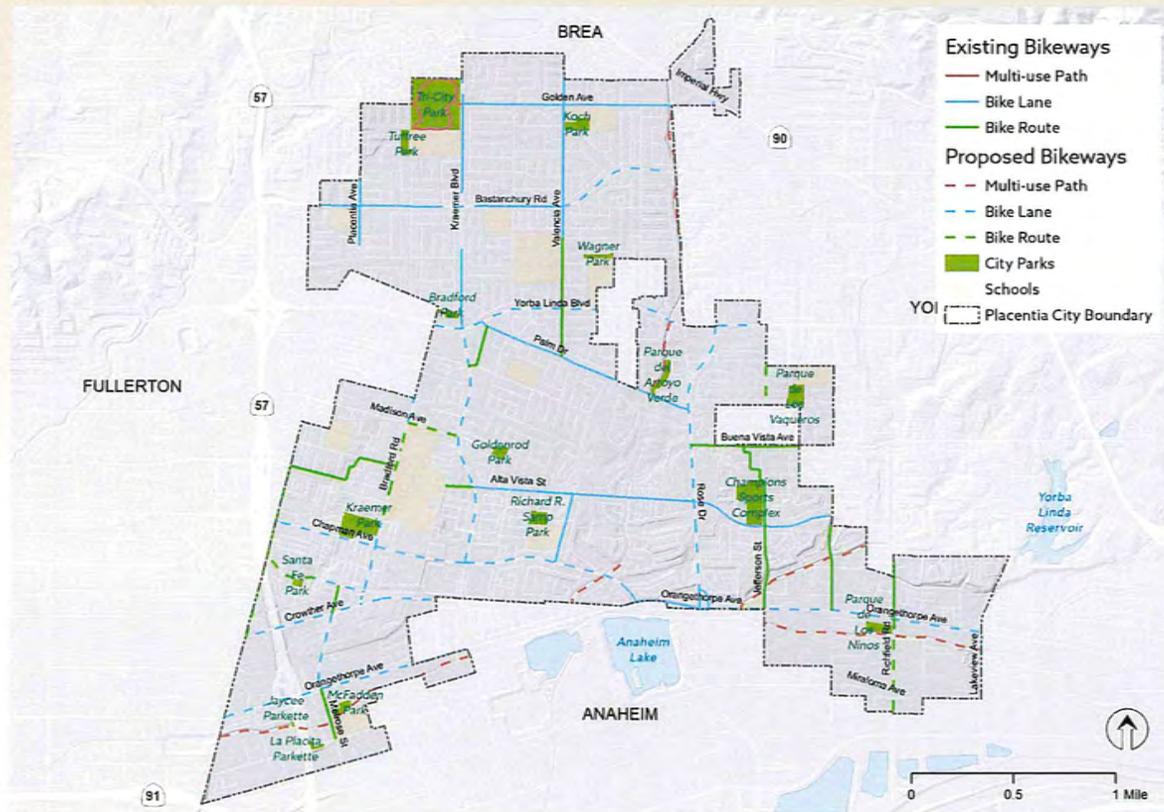
- City of Placentia General Plan
 - Open Space and Recreation Element
 - Mobility Element
- Complete Parks Placentia Research and Analysis
- Old Town Placentia Revitalization Plan
- Systematic Safety Analysis Report
- The Orange County Loop
- OCTA ATP Master Plan



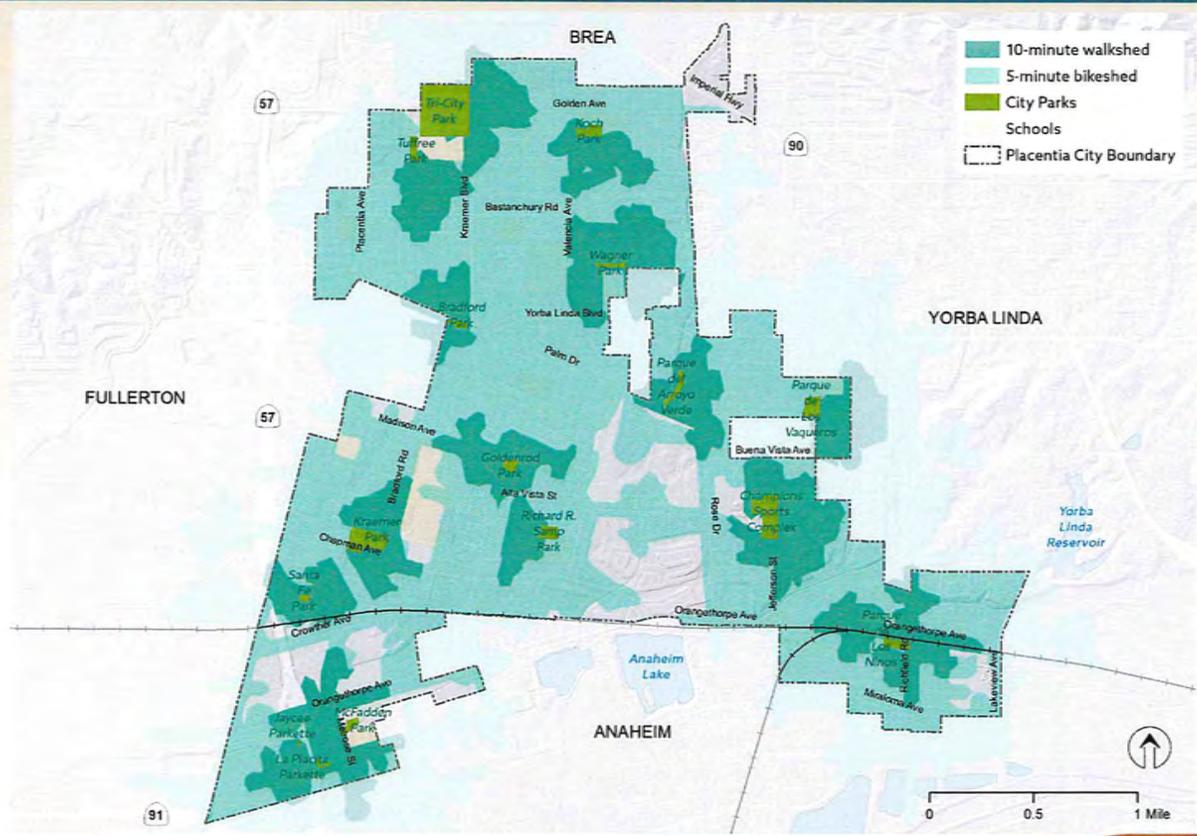
Study Area & Existing Conditions



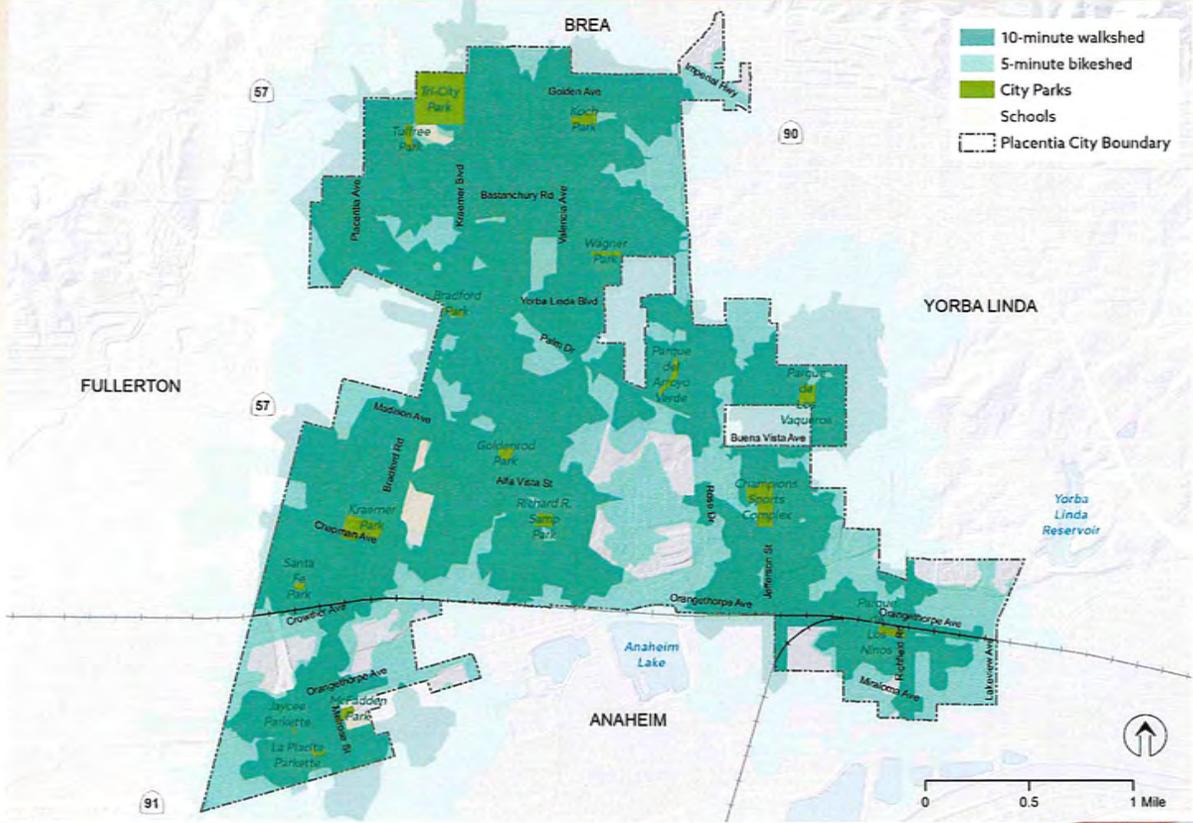
Existing Conditions – Bike & Road Networks



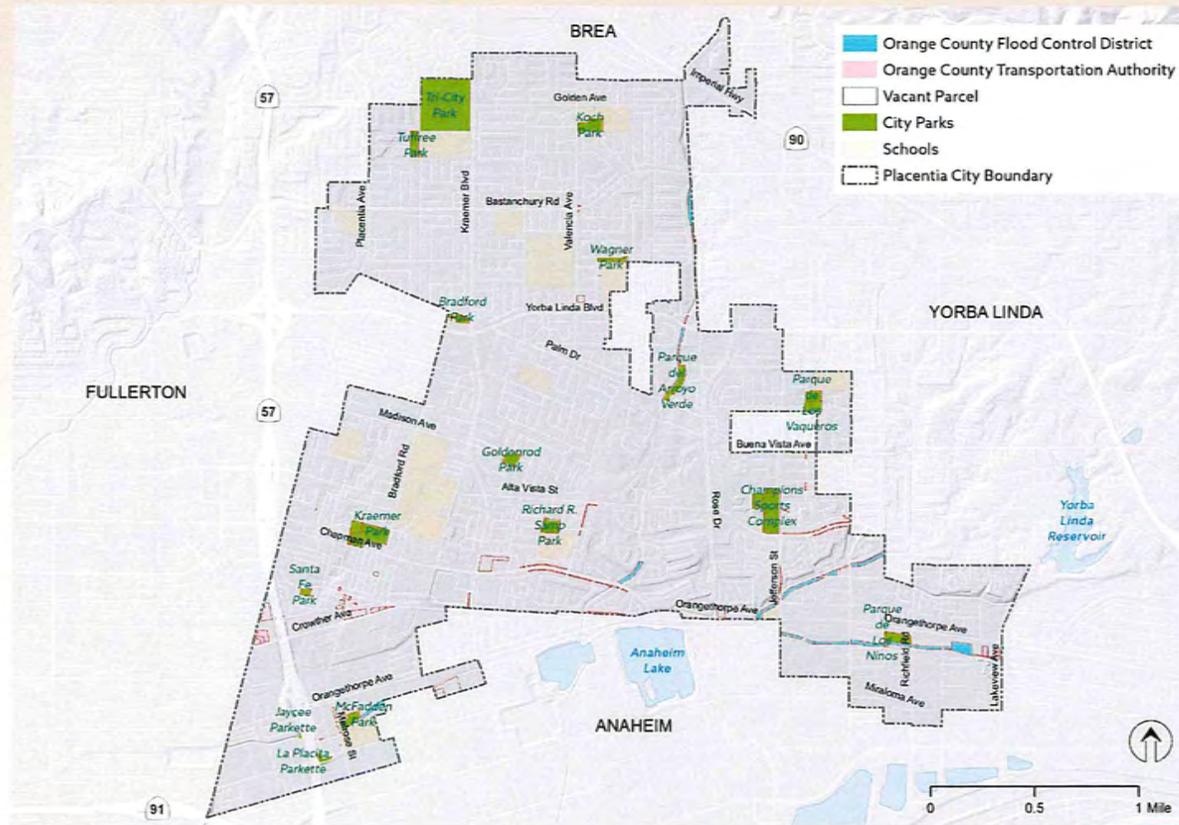
Existing Conditions – Park Distribution



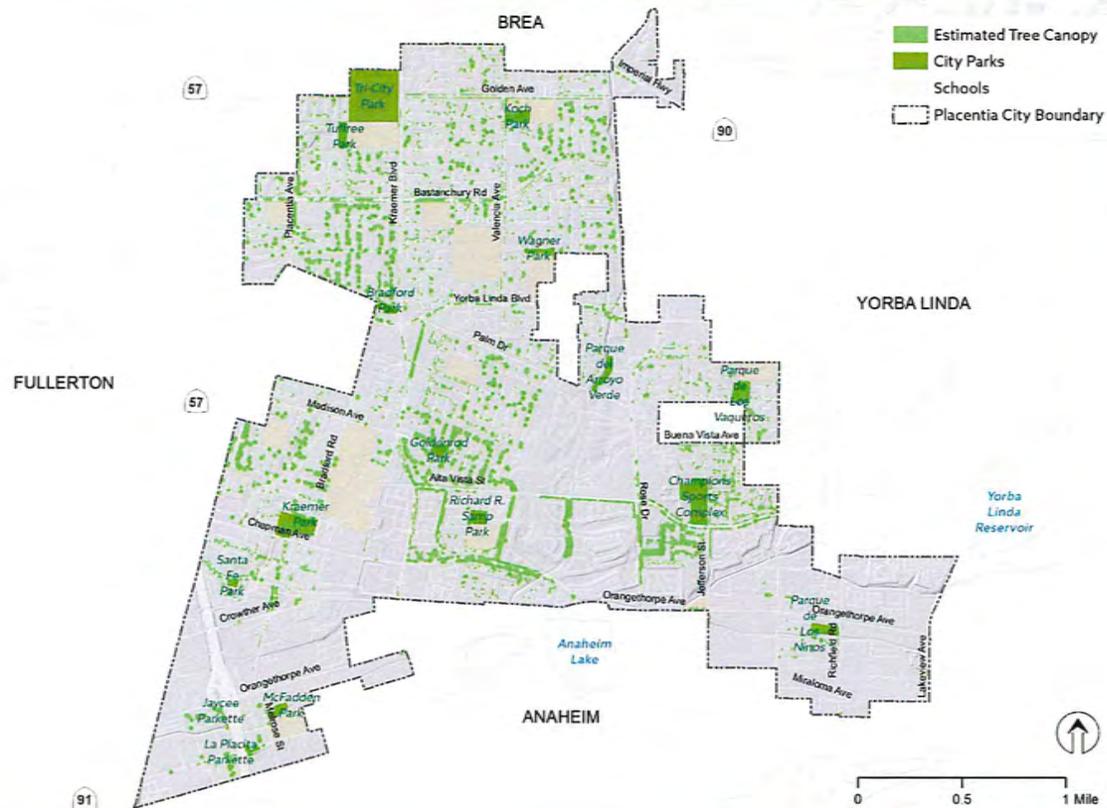
Existing Conditions – Park Distribution



Existing Conditions – Expansion Opportunities



Existing Conditions – Tree Canopy



Community Engagement



Community Engagement

- Information Gathering
 - Project Survey: July 30, 2018
 - Pop-up Workshop #1 Summer Concerts in the Park: August 9, 2018
 - Pop-up Workshop #2 Heritage Festival: October 13, 2018
 - Pop-up Workshop #3 Tamale Festival: December 13, 2018
- Preliminary Recommendations
 - Formal Workshop #4 Champions Sports Complex: March 2, 2019
 - Pop-up Workshop #5 Easter Egg-Citement & Spring Carnival: April 13, 2019



Community Engagement

Community Engagement Results

1 Project Survey	498 Completed Surveys
5 Community Workshops	700+ Survey and Map Comments
7 Stakeholder Meetings	8 Bike Helmets Awarded



Community Engagement



Recommendations



Recommendations- General Park Improvements

- Infill / expansion areas
- Proposed tree locations
- Active transportation recommendations within a 10 minute walkshed of each park.
- Overall maintenance improvements- safety, code compliance, and aesthetics
- Continue to establish joint-use agreements with schools



Recommendations- General Park Improvements

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

Infill Facility Types	Typical SF	Area 1 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



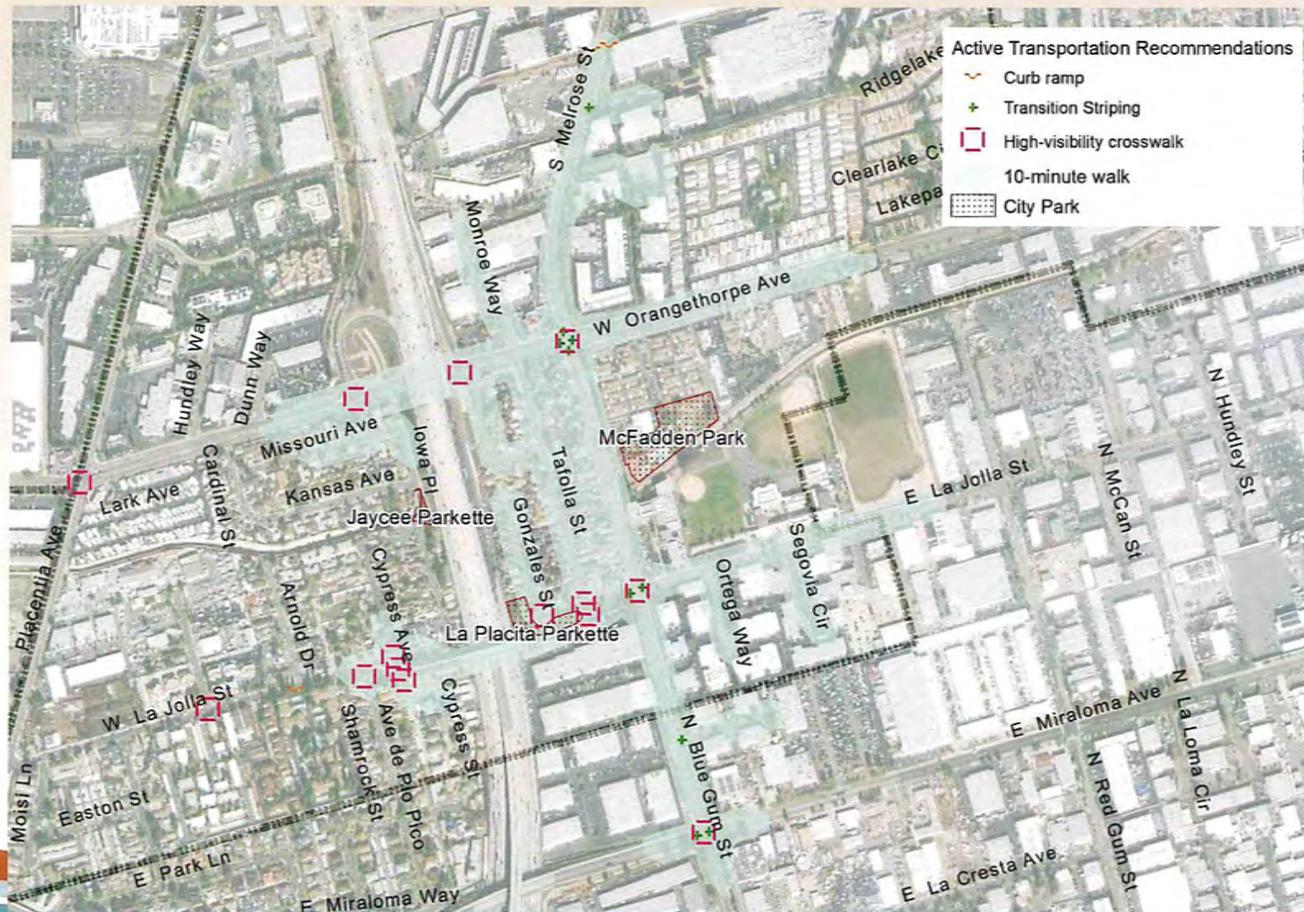
Repair / replace damaged playground surfaces



Add shading around play area



Recommendations- General Park Improvements



Recommendations- Park Prioritization

- Demographics
 - Age of Population
 - Density
 - Poverty Levels
 - Likelihood of a population walking or biking
- Walkshed Improvements
 - Distance of walkshed improvements from the park
 - Number of parks within a walkshed
- Deferred park improvements
 - Level of need for maintenance
- CalEnviroScreen
 - Potential vulnerability to the adverse effects of pollution



Recommendations- Park Concepts

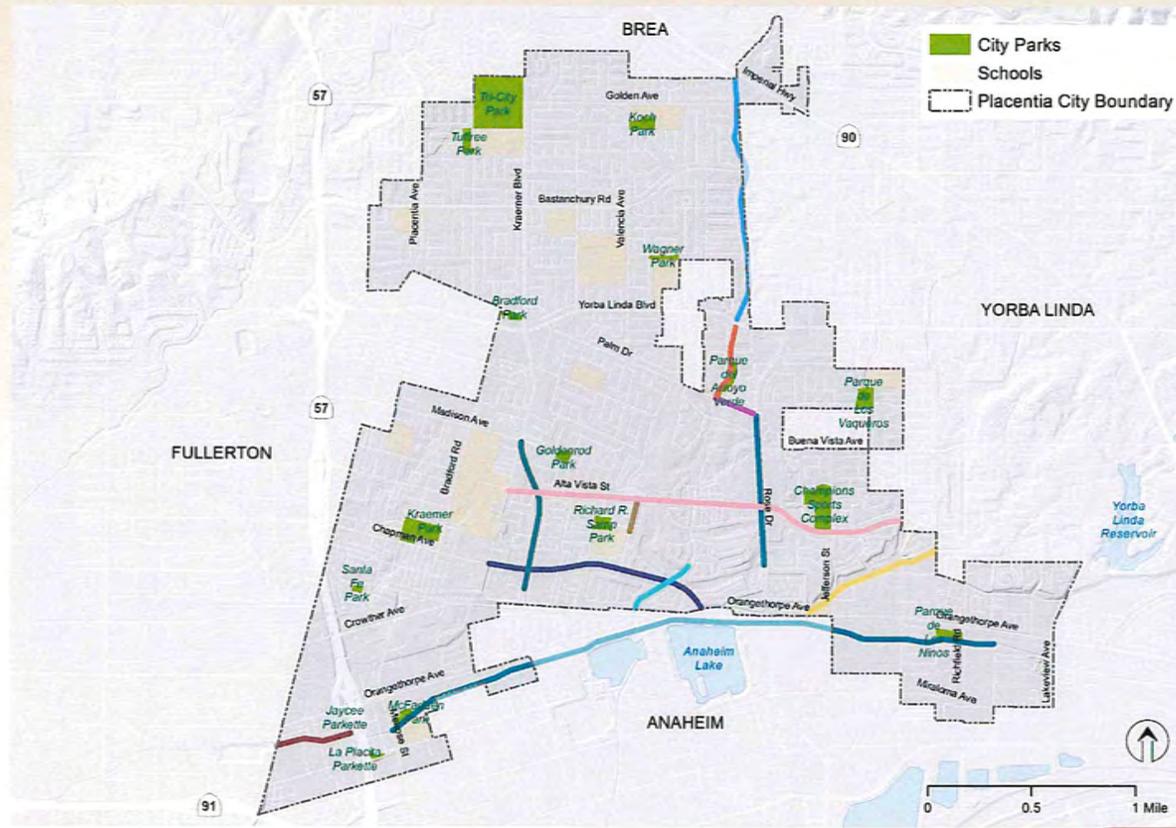


Recommendations- Linear Parks and Trails

- City-wide opportunities
 - Streets with excess right-of-ways
 - Flood control channels
 - Railroad corridors
- Features
 - Multi-use trails
 - Trees and vegetation
 - Outdoor exercise and play equipment
 - Art installations
 - Site Furnishings
 - Lighting
 - Signage



Recommendations- Linear Parks and Trails



Recommendations- Linear Parks and Trails



Excess ROW / Building Interface Zone

Pedestrian Zone

Parkway Zone

On-Street Parking Zone

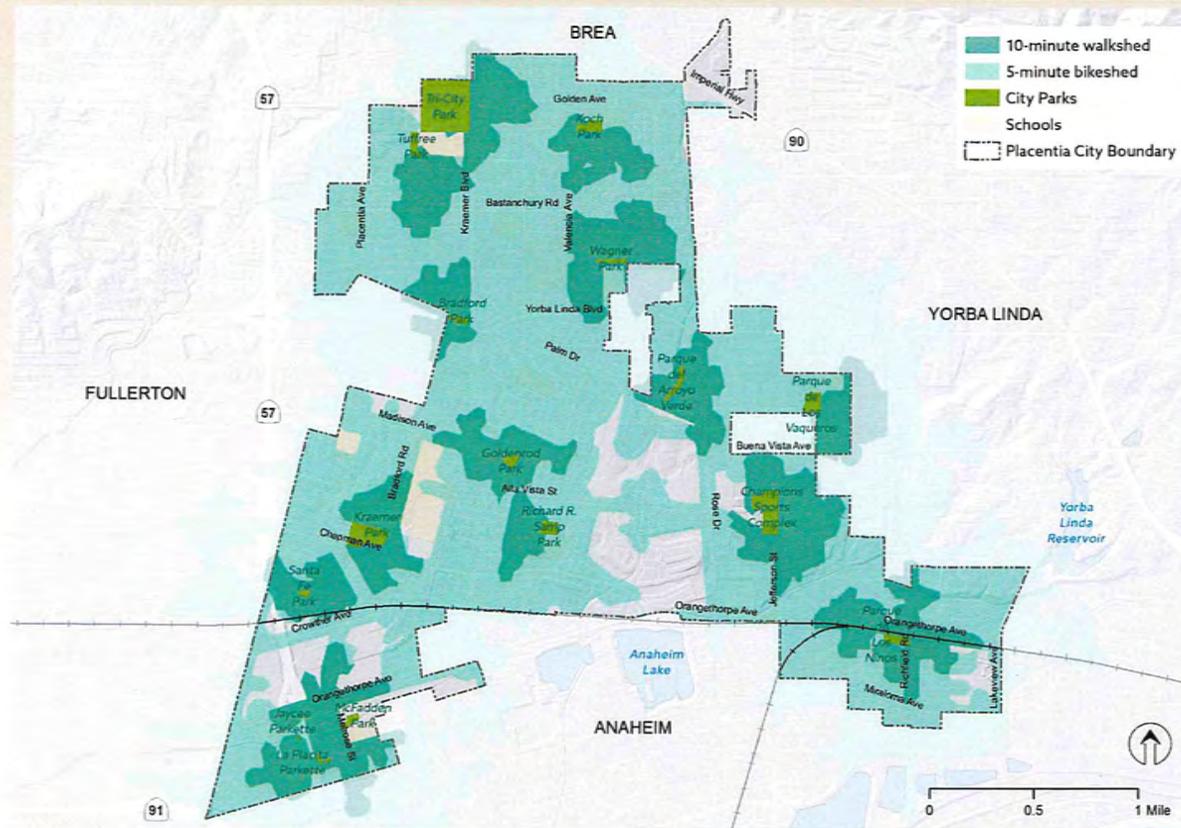
Bicycle Zone

Travel Lane Zone

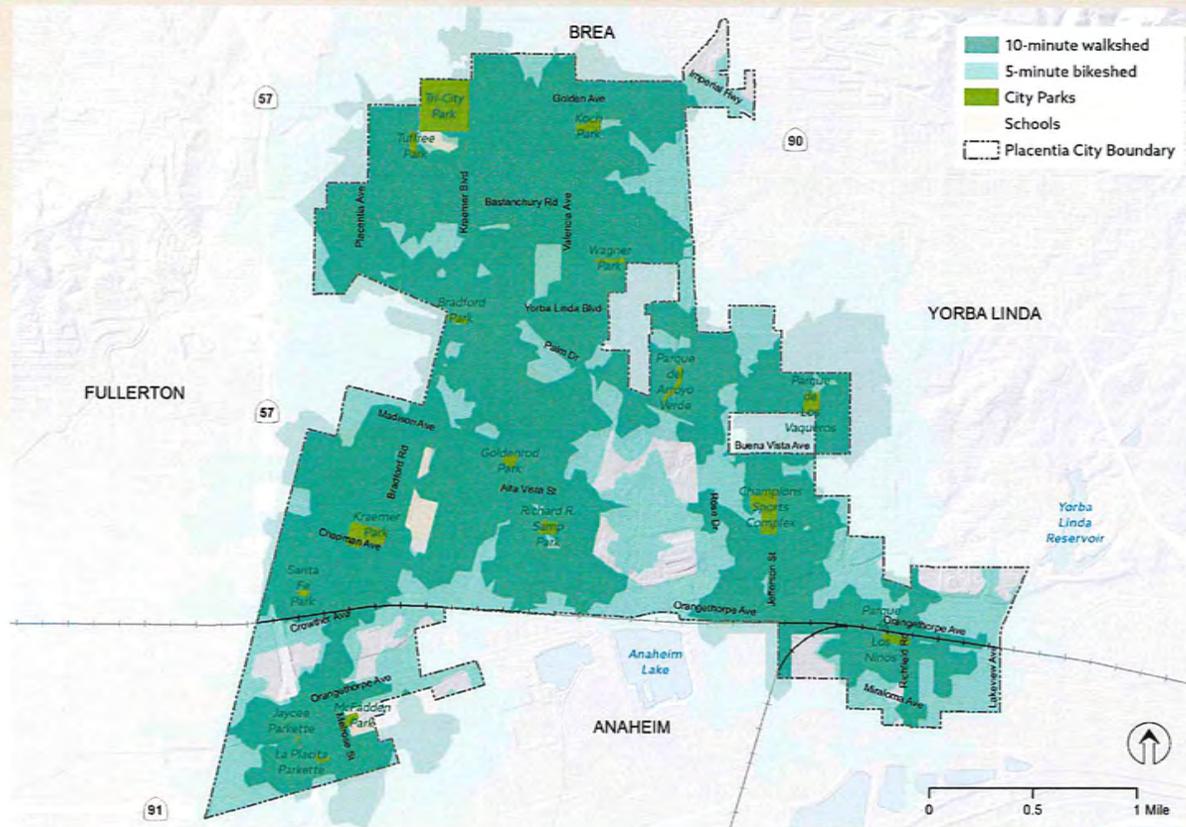
Center Median



Travelsheds– Parks



Travelsheds– Parks + Jointuse



Funding

FINDING, FRAMING, AND FUNDING A PROJECT		FUNDING USES						
FUNDING SOURCE	FUNDING ORIGIN	Typical Approaches		Implementation	Atypical Approaches			
		CIP Development	Maintenance and Operations		First and Last Mile	Urban Forestry	Back to Nature	Low Impact Development
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	•						



Questions & Comments





Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: CITY ADMINISTRATOR
FROM: DIRECTOR OF FINANCE
DATE: DECEMBER 3, 2019
SUBJECT: **FIRST QUARTER FISCAL YEAR 2019-20 TREASURER'S REPORT**
FISCAL
IMPACT: NONE

SUMMARY:

The Finance Department has prepared a Treasurer's Report and a comparable Cash and Investment Summary for the first quarter of Fiscal Year (FY) 2019-20. The Treasurer's Report includes all investments managed by the City and investments held by trustees.

RECOMMENDATION:

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

Receive and file the first quarter Fiscal Year 2019-20 Treasurer's Report.

DISCUSSION:

Government Code § 53646 states that the Treasurer or Finance Director of the City may render a report on investments at least quarterly to the legislative body.

The attached Treasurer's Report reflects the City's investment portfolio for the first quarter FY 2019-20. The City Treasurer has reviewed and signed the attached report.

Prepared by:

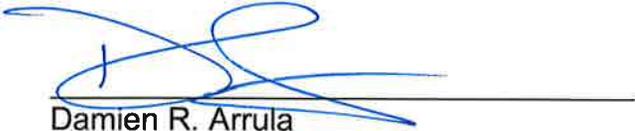
Jess Terra by lea
Jessica Terra
Sr. Financial Analyst

Reviewed and approved:

Kim Krause
Kim Krause
Director of Finance

3. b.
December 3, 2019

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

First Quarter FY 2019-20 Treasurer's Report and Cash and Investment Summary

City of Placentia

CITY TREASURER'S REPORT

**SEPTEMBER 2019
(Unaudited)**

FISCAL YEAR 2019-2020



CITY OF PLACENTIA TREASURER'S REPORT

CASH AND INVESTMENT DETAIL - CITY

As of September 30, 2019

HELD BY CITY						
Agency	Investment Description	Current Yield	Purchase Date	Maturity Date	Purchase Price	Market Value
CASH:						
Bank of America - General Checking	Account No. XXXXXX-0221	N/A	N/A	On Demand	\$ 255,418.25	\$ 255,418.25
Bank of America - Workers' Comp	Account No. XXXXXX-0525	N/A	N/A	On Demand	\$ 14,202.41	\$ 14,202.41
Bank of America - Healthcare	Account No. XXXXXX-0513	N/A	N/A	On Demand	\$ 11,247.90	\$ 11,247.90
Banc of California - Successor Agency	Account No. XXX-XXX-2728	N/A	N/A	On Demand	\$ 128,805.20	\$ 128,805.20
Banc of California - General Checking	Account No. XXX-XXX-2660	N/A	N/A	On Demand	\$ 1,685,758.03	\$ 1,685,758.03
Multi-Bank Securities Cash Account	Cash / Bank Deposits	N/A	N/A	On Demand	\$ 312.12	\$ 312.12
Total Cash					\$ 2,095,743.91	\$ 2,095,743.91
INVESTMENTS:						
Local Agency Investment Fund	City Account No. XX-XX-XXX	2.28%	N/A	On Demand	\$ 13,278,925.73	\$ 13,278,925.73
Multi-Bank Securities American Federal Bk	Certificate of Deposit	1.50%	2/10/2016	2/10/2020	\$ 245,000.00	\$ 244,676.60
Multi-Bank Securities Morgan Stanley	Certificate of Deposit	2.47%	2/1/2018	2/1/2021	\$ 245,000.00	\$ 247,263.80
Multi-Bank Securities Goldman Sachs	Certificate of Deposit	1.99%	2/3/2016	2/3/2021	\$ 245,000.00	\$ 245,649.25
Total Investments					\$ 14,013,925.73	\$ 14,016,515.38
TOTAL CASH & INVESTMENTS HELD BY CITY					\$ 16,109,669.64	\$ 16,112,259.29
HELD BY FISCAL AGENT						
Agency	Investment Description	Current Yield	Purchase Date	Maturity Date	Purchase Price	Market Value
2011 Gas Tax Certificates of Participation						
Wells Fargo	Wells Fargo Money Market	0.03%	N/A	N/A	\$ 491,860.58	\$ 491,860.58
2013 Tax Allocation Refunding Bond						
US Bank	First American Treasury Fund	0.01%	N/A	N/A	\$ 2,022.38	\$ 2,022.38
2003 Certificate of Participation						
US Bank	US Bank Money Market	0.03%	N/A	N/A	\$ 489,147.02	\$ 489,147.02
TOTAL INVESTMENTS HELD BY FISCAL AGENT					\$ 983,029.98	\$ 983,029.98
Cash & Investments Held by City and Fiscal Agent - Market Value					\$ 17,095,289.27	

City of Placentia
Changes in Cash Balances
For the Month of September 2019

RPT	Data		CASH BALANCE				CASH BALANCE
FUND	FUND	FUND	8/31/2019	RECEIPTS	DISBURSEMENTS	JOURNAL ENTRIES*	9/30/2019
101	10	GENERAL FUND	3,366,298.50	3,142,076.96	(4,077,410.41)	(378,950.76)	2,052,014.29
116	59	REHAB REIMBURSEMENTS FUND	217,808.09	8.50	-	-	217,816.59
117	79	MEASURE U	1,419,997.27	418,392.44	(140,604.54)	-	1,697,785.17
201	16	UTILITY TAX FUND	222,682.26	587.52	-	(587.52)	222,682.26
205	17	GAS TAX FUND	65,249.07	97,463.54	(65,549.92)	(155,225.00)	(58,062.31)
206	52	GAS TAX BOND FUND	-	-	-	-	-
207	53	HOUSING AGENCY FUND	252,737.35	833.34	-	-	253,570.69
208	54	SUCCESSOR AGENCY FUND	109,968.94	-	(14,008.58)	(4,750.00)	91,210.36
209	60	GAS TAX - RMRA FUND	872,830.69	82,166.46	(441,084.85)	-	513,912.30
210	18	MEASURE "M" FUND	487,499.92	109,320.39	(1,687.96)	-	595,132.35
211	58	PEG FUND	(34,675.07)	-	(5,841.00)	-	(40,516.07)
215	19	AIR QUALITY FUND	181,833.94	-	(171.99)	(4,218.30)	177,443.65
224	73	ASSET SEIZURE 15% TRAINING	43,101.63	-	-	83.62	43,185.25
225	21	ASSET SEIZURE FUND	488,899.84	-	(1,495.72)	-	487,404.12
226	51	TRAFFIC OFFENDER FUND	5,582.28	-	-	-	5,582.28
227	76	EXPLORER GRANT NOC FUND	41,937.41	-	(13,906.84)	-	28,030.57
228	61	NOC-PUBLIC SAFETY GRANT FUND	(47,308.02)	310,000.00	(18,188.65)	-	244,503.33
229	62	COMM. BASED TRANS. GRANT FUND	896,940.27	-	(34,532.29)	-	862,407.98
230	22	COPS/SUPPL LAW ENFORCE FUND	90,043.73	71,224.51	(30,995.00)	(25,000.00)	105,273.24
231	78	PLACENTIA REG NAV CENTER	2,747,061.56	-	(264.05)	-	2,746,797.51
233	74	GENERAL PLAN UPDATES	186,201.12	7,359.52	-	(48.00)	193,512.64
234	75	TECHNOLOGY IMPACT FEES	159,270.80	4,481.50	(10.00)	(8,778.00)	154,964.30
235	23	PARK DEVELOPMENT FUND	19,696.65	-	-	-	19,696.65
236	63	PARKS & RECREATION IMPACT FEES	536,559.22	-	-	-	536,559.22
238	65	CITY TRAFFIC IMPACT FEES FUND	4,147.87	-	-	-	4,147.87
239	66	CW STORMDRAIN IMPACT FEE	326.00	-	-	-	326.00
240	24	SEWER CONSTRUCTION FUND	21,485.93	-	-	-	21,485.93
241	57	PUBLIC SAFETY MITIGATION FUND	(34,129.59)	-	-	-	(34,129.59)
242	67	CITY PUB. SAFETY IMPACT FEE FUND	35,003.99	-	-	-	35,003.99
243	69	CITY QUIMBY IN LIEU FEE	505,130.17	-	-	-	505,130.17
245	25	STORM DRAIN CONSTRUCTION FUND	23,960.45	-	-	-	23,960.45
246	70	TOD TRAFFIC IMPACT FEES	221,185.28	-	-	-	221,185.28
247	71	TOD SEWER IMPACT FEES FUND	98,883.58	-	-	-	98,883.58
248	72	TOD STREETScape IMPACT FEE	468,657.38	-	-	-	468,657.38
250	26	THOROUGHFARE CONST. FUND	25,104.80	-	-	-	25,104.80
255	27	UNDERGROUND UTILITIES	-	-	(737.06)	-	(737.06)
260	28	PLACENTIA LIGHTING DISTRICT FUND	(32,348.19)	136.32	(33,102.28)	53,075.00	(12,239.15)
261	55	PUBLIC SAFETY CFD 2014-01 FUND	25,668.07	1,583.00	-	-	27,251.07
265	29	LANDSCAPE MAINT. DISTRICT	(38,922.88)	186.14	(38,649.86)	0.70	(77,385.90)
270	30	HOUSING & COMMUNITY DEVELOP.	(269,313.89)	107,140.00	(39,119.00)	(22,950.00)	(224,242.89)
275	48	SEWER MAINTENANCE FUND	1,391,880.49	75,912.36	(56,387.11)	(47,997.75)	1,363,407.99
280	50	MISC. GRANTS FUND	118,345.07	9,964.30	(14,751.14)	-	113,558.23
281	77	OCATT FUND	(13.78)	-	(6.89)	-	(20.67)
401	33	CAPITAL PROJECTS FUND	(597,712.86)	-	-	-	(597,712.86)
405	34	IN-LIEU LOW/MOD HOUSING FUND	54,158.27	-	-	-	54,158.27
501	37	REFUSE FUND	111,727.11	27,778.26	(263,138.24)	0.25	(123,632.62)
505	38	CNG FUELING STATION FUND	(234,822.10)	-	-	-	(234,822.10)
601	39	HEALTH & WELFARE INS. FUND	(73,509.58)	245.02	(100,920.93)	289,050.00	114,864.51
605	40	RISK MANAGEMENT FUND	1,775,940.18	-	(38,507.91)	314,000.00	2,051,432.27
610	41	EQUIPMENT REPLACEMENT FUND	34,481.79	-	-	-	34,481.79
701	44	SPECIAL DEPOSITS	1,185,996.19	29,622.64	(8,942.74)	(15,333.35)	1,191,342.74
715	47	COMMUNITY FAC. DISTRICT FUND	47,680.63	-	-	-	47,680.63
TOTAL PER GENERAL LEDGER			17,199,207.83	4,496,482.72	(5,440,014.96)	(7,629.11)	<u>16,248,046.48</u>

*Journal entries may include interest income, budgeted transfers between funds, and expenses such as E-V Spark payments and bank fees



CITY OF PLACENTIA TREASURER'S REPORT
CERTIFICATION
As of September 30, 2019

TREASURER'S REPORT

3 Month Projected Cash Revenues (October-December): \$ 9,400,000
3 Month Projected Cash Requirements (October-December): \$ 8,400,000

In compliance with the California Government Code Section 53646 et seq., I hereby certify that sufficient investment liquidity and anticipated revenues are available to meet the City's expenditure requirements for the next six months and that all investments are in compliance with the City's Investment Policy.

Submitted By: Kim Krause
Kim Krause, Finance Director

Approved By: Kevin A. Larson 11/18/19
Kevin A. Larson, City Treasurer

**CITY OF PLACENTIA TREASURER'S REPORT
CASH AND INVESTMENT SUMMARY
As of September 30, 2019**



Cash Accounts Held by City

Financial Agency	Account Type	Current Yield	Purchase Date	Maturity Date	Purchase Price	Market Value
Bank of America	General Checking	N/A	N/A	On Demand	\$ 255,418.25	\$ 255,418.25
Bank of America	Workers Compensation	N/A	N/A	On Demand	\$ 14,202.41	\$ 14,202.41
Bank of America	Health Care	N/A	N/A	On Demand	\$ 11,247.90	\$ 11,247.90
Banc of California	Successor Agency	N/A	N/A	On Demand	\$ 128,805.20	\$ 128,805.20
Banc of California	General Checking	N/A	N/A	On Demand	\$ 1,685,758.03	\$ 1,685,758.03
Multi-Bank Securities	Cash Account	N/A	N/A	On Demand	\$ 312.12	\$ 312.12
Total Cash Held by City:					\$ 2,095,743.91	\$ 2,095,743.91

Investment Accounts Held by City

Financial Agency	Account Type	Current Yield	Purchase Date	Maturity Date	Purchase Price	Market Value
Local Agency Investment Fund (LAIF)	State Investment Pool	2.28%	N/A	On Demand	\$ 13,278,925.73	\$ 13,278,925.73
Multi-Bank Securities American Federal Bank	Certificate of Deposit	1.50%	2/10/2016	2/10/2020	\$ 245,000.00	\$ 244,676.60
Multi-Bank Securities Morgan Stanley	Certificate of Deposit	2.47%	2/1/2018	2/1/2021	\$ 245,000.00	\$ 247,263.80
Multi-Bank Securities Goldman Sachs	Certificate of Deposit	1.99%	2/3/2016	2/3/2021	\$ 245,000.00	\$ 245,649.25
Weighted Average Yield of Investments:		2.26%	Total Investments Held by City:		\$ 14,013,925.73	\$ 14,016,515.38

	Purchase Price	Market Value
Total Cash and Investments Held by City:	\$ 16,109,669.64	\$ 16,112,259.29

	General Fund
Cash Balance as of September 30, 2019:	\$ 2,052,000.00
Prior Year Cash Balance as of September 30, 2018:	\$ (1,247,000.00)
Net Change in General Fund Cash Balance Compared to Prior Year:	\$ 3,299,000.00

3 Month Projected Cash Requirements (October-December):	\$ 8,400,000.00
3 Month Projected Cash Revenues (October-December):	\$ 9,400,000.00