



Regular Meeting Agenda May 4, 2021

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

SPECIAL PROCEDURES NOTICE DURING COVID-19 EMERGENCY

On March 4, 2020, Governor Newsom proclaimed a State of Emergency as a result of the threat of the COVID-19 virus.

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Given the health risks associated with COVID-19, please be advised that while the City Council Chambers are open to the public, some or all of the Placentia City Council Members may attend this meeting via teleconference. Those locations are not listed on the agenda and are not accessible to the public. Seating in the Council Chambers will be limited and additional seating for the public will be available the Front Community Meeting Room at City Hall.

How to Observe the Meeting

To maximize public safety while maintaining transparency and public access in addition to being open to the public, all City Council meetings are available to view live on AT&T U-verse (Channel 99), Spectrum (Channel 3), and online at www.placentia.org/pctv.

How to Submit Public Comment

Members of the public may provide public comment in person in a safe and socially distanced manner. Masks are mandatory. Comments may also be sent for City Council consideration by email to the City Clerk at cityclerk@placentia.org. Please limit submitted comments to 200 words or less. Comments received before or during a Council meeting, until the close of the **Oral Communications** portion of the agenda, may not be read during the City Council meeting but will be summarized in the public record, subject to the regular time limitations per speaker. Longer submittals will be included in the public record. If you are unable to provide your comments in writing, please contact the City Clerk's office for assistance at (714) 993-8231.

Americans with Disabilities Act Accommodation

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Until further notice the City will implement the guidelines of the California Department of Public Health regarding social distancing.

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Mayor Craig S. Green
District 2

Mayor Pro Tem Chad P. Wanke
District 4

Rhonda Shader
Councilmember
District 1

Ward L. Smith
Councilmember
District 5

Jeremy B. Yamaguchi
Councilmember
District 3

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

Phone: (714) 993-8117
Fax: (714) 961-0283

Email:
administration@placentia.org
Website: www.placentia.org

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.

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(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
PLACENTIA PUBLIC FINANCING AUTHORITY
REGULAR MEETING AGENDA - CLOSED SESSION
May 4, 2021
5:30 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER:

PRIOR TO ROLL CALL:

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

ORAL COMMUNICATIONS: (PLEASE SEE PAGE ONE FOR SPECIAL INSTRUCTIONS ON SUBMITTING PUBLIC COMMENT DURING THE COVID-19 CRISIS)

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: (1 Case)
2. Pursuant to Government Code Section 54956.9 (d)(4):
CONFERENCE WITH LEGAL COUNSEL – Potential Initiation of Litigation
3. Pursuant to Government Code Section 54956.8
CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Property: 2101 N. Tuffree Blvd., Tuffree Park
Agency Negotiator: Damien R. Arrula, City Administrator
Negotiating Parties: Damien R. Arrula, City Administrator
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
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PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
PLACENTIA PUBLIC FINANCING AUTHORITY
REGULAR MEETING AGENDA
May 4, 2021
7:00 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER:

PRIOR TO ROLL CALL:

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

INVOCATION: Charles Frost

PLEDGE OF ALLEGIANCE:

PRESENTATIONS:

a. Proclamation of May 2021 as "Older Americans Month"

Presenter: Mayor Green

Recipient: Carol Downey, First Female Mayor of Placentia, and OC Senior Citizens Advisory Council Member

b. Proclamation of May 16-22, 2021 as "National Public Works Week"

Presenter: Mayor Green

Recipients: Deputy City Administrator Luis Estevez and Public Works Staff

c. Proclamation of May 9-15, 2021 as "National Police Week"

Presenter: Mayor Green

Recipients: Placentia Chief of Police Darin Lenyi and Police Department Staff

CLOSED SESSION REPORT:

CITY ADMINISTRATOR REPORT:

ORAL COMMUNICATIONS: (PLEASE SEE PAGE ONE FOR SPECIAL INSTRUCTIONS ON SUBMITTING PUBLIC COMMENT DURING THE COVID-19 CRISIS)

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CITY COUNCIL/BOARD MEMBER COMMENTS:

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

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. **Minutes**
City Council/Successor/ICDA/PPFA Regular Meeting: April 20, 2021
Recommended Action: Approve

- 1.c. **City Fiscal Year 2020-21 Register for May 4, 2021**
Check Register
Fiscal Impact: \$2,905,590.47
Electronic Disbursement Register
Fiscal Impact: \$ 870,273.06
Recommended Action: It is recommended that the City Council:
1) Receive and file

- 1.d. **Second Reading of Ordinance O-2021-03, Regarding Zone Change No. ZC 2018-01, Development Plan Review No. DPR 2018-01, and Tentative Tract Map No. TTM 19104 for the Development of an Approximately 5.6-Gross Acre Site With 139 Residential Townhome Units Located At 443 & 455 S. Van Buren Street (Toffoli Investments)**
Fiscal Impact: These Development Impact Fees are established for cost recovery or statutory purposes only. There is no immediate fiscal impact associated with the recommended actions. The adoption of revised development impact fees and residential affordable housing impact fees will not have an immediate impact on revenues to the City until effective 60 days subsequent to adoption. This update essentially adjusts the fees commensurate with the Construction Cost Index (CCI), and therefore, does not provide unanticipated revenue, rather adjusts revenue commensurate with CCI.
Recommended Action: It is recommended that the City Council:
1) Waive full reading, by title only, and adopt Ordinance No. O-2021-03, an Ordinance of the City Council of the City of Placentia, California, amending the official Zoning Map of the City of Placentia from Manufacturing (M) District and Oil Combining (O) Zoning District to High Density Residential (R-3) Zoning District to bring the zoning of the site into alignment with the updated General Plan High Density Residential Land Use Designation on an approximately 5.6-gross acre lot, located at 443 and 455 S. Van Buren Street (APNs 346-164-22, -25, & -26).

- 1.e. **Resolution for Setting of Public Hearing For Fiscal Year 2021-22 Solid Waste Collection Rates**
Fiscal Impact: Expense: \$ 6,000 Mailing Expense
Budgeted: \$ 6,000 FY 2020-21 Operating Budget Refuse Administration Fund (374386-6299)
Recommended Action: It is recommended that the City Council:
1) Adopt Resolution No. R-2021-18, a Resolution of the City Council of the City of Placentia, California, declaring its intention to adopt increased solid waste collection charges, setting a public hearing for July 6, 2021, and directing Staff to provide notice pursuant to Proposition 218; and

- 2) Adopt Resolution No. R-2021-19, a Resolution of the City Council of the City of Placentia, California, adopting procedures for establishing and increasing property related fees and charges under Proposition 218.

1.f. **Resolution Setting Public Hearing For Proposed Sewer Rate Increases**

Fiscal Impact: Expense: \$ 12,000 Mailing Expense
 Budgeted: \$ 12,000 FY 2020-21 Operating Budget Sewer Maintenance Enterprise Fund

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. R-2021-20, a Resolution of the City Council of the City of Placentia, California, declaring its intention to adopt increased sanitary sewer system service fees, setting a public hearing for July 6, 2021, and directing Staff to provide notice pursuant to Proposition 218; and
- 2) Adopt Resolution No. R-2021-21, a Resolution of the City Council of the City of Placentia, California, adopting procedures for establishing and increasing property related fees and charges under Proposition 218.

1.g. **Resolution Relating to Fiscal Year 2021-22 Levy of Assessments to the City of Placentia Landscape Maintenance District No. 92-1 and Setting a Public Hearing for June 1, 2021 at 7:00 P.M.**

Fiscal Impact: Revenue: \$ 447,500 Recouped Through Assessments
 Expenditures: \$ 417,300 (LMD 92-1 Fund)

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution R-2021-22, a Resolution of the City Council of the City of Placentia, California, directing preparation of the final Engineer's Report for Fiscal Year 2021-22 for the continuation of the annual assessments for Landscape Maintenance District No. 92-1; and
- 2) Adopt Resolution R-2021-23, a Resolution of the City Council of the City of Placentia, California, 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 setting a time and place for public hearing thereon.

1.h. **Resolution Relating to Fiscal Year 2021-22 Levy of Assessments to the City of Placentia Street Lighting District No. 81-1 and Setting a Public Hearing for June 1, 2021 at 7:00 P.M.**

Fiscal Impact: Revenue: \$ 135,000 (SLD-81-1 Assessments)
 \$ 35,900 (Transfer in From General Fund)
 Expenditures: \$ 170,900 (SLD 81-1 Fund)

Recommended Action: It is recommended that the City Council:

- 3) Adopt Resolution R-2021-24, a Resolution of the City Council of the City of Placentia, California, directing preparation of the Engineer's Report for Fiscal Year 2021-22 for the continuation of the annual assessments for Street Lighting District No. 81-1; and
- 4) Adopt Resolution R-2021-25, a Resolution of the City Council of the City of Placentia, California, 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.

1.i. **Award of Contract to Houston and Harris Inc. For Sewer Maintenance Services**

Fiscal Impact: Expense: \$592,066.95 Total Cost for Services
 Budgeted: \$220,000.00 Estimated FY 21-22 Sewer Maintenance Fund
 \$220,000.00 Estimated FY 22-23 Sewer Maintenance Fund
 \$220,000.00 Estimated FY 23-24 Sewer Maintenance Fund

Recommended Action: It is recommended that the City Council:

- 1) Approve a Professional Services Agreement with Houston and Harris PCS, Inc. for sewer maintenance services in an amount not-to-exceed \$197,355.65 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 contract amendments up to 10% of the initial three-year contract amount, or \$59,206.70; and
- 4) Authorize the City Administrator to approve the eligible contract term extension based upon contractor performance and at the discretion of the City.

1.j. **Professional Services Agreement with AGA Engineers, Inc. For Transit Oriented Development Traffic Mitigation Engineering Design Services**

Fiscal Impact: Expense: \$ 59,000 Professional Engineering Services
 Budgeted: \$100,000 FY 2020-21 CIP Budget

Recommended Action: It is recommended that the City Council:

- 1) Award a Professional Services Agreement with AGA Engineers, Inc. for traffic engineering services in an amount not-to-exceed \$59,000; and
- 2) Authorize the City Administrator to approve contract amendments up to 10%, or \$5,900, of the contract not-to-exceed amount; and
- 3) Authorize the City Administrator to sign the required documents, in a form approved by the City Attorney.

1.k. **Amendment No. 1 to Maintenance Services Agreement with Axis General Construction Inc. For Storm Water Pump Station Maintenance Services**

Fiscal Impact: Expense: \$125,095.21 Total Cost for Services
 Budgeted: \$ 45,860.00 FY 2020-21 Operating Budget (103652 6099)
 \$ 37,907.64 Estimated for FY 2021-22 Operating Budget

Recommended Action: It is recommended that the City Council:

- 1) Approve Amendment No. 1 to the Maintenance Services Agreement with Axis General Construction Inc. for provision of Storm Water Pump Station, increasing the contract not-to-exceed amount by \$11,372.29 for a cumulative total of \$125,095.21; and
- 2) Authorize the City Administrator to approve contract change orders up to 10% of the cumulative three-year contract amount, or \$12,509.52; and
- 3) Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

1.l. **Approval of Final Tract Map No. 18129 for the Parcel Located at Southwest Corner of Orchard Drive and Highland Avenue**

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

Recommended Action: It is recommended that the City Council:

- 1) Approve Final Tract Map No. 18129, subject to review and approval by the County Surveyor; and
- 2) Authorize the City Clerk to sign Final Tract Map No. 18129.

1.m. **Budget Amendment of Granicus Solutions for Web Streaming, On Demand/Video, And Agenda Meeting Management**

Fiscal Impact: Expense: \$6,500 Software Maintenance
 Funding Source: \$6,500 PEG Access Fund (581573-6136)

Recommended Action: It is recommended that the City Council:

- 1) Approve Resolution No. R-2021-26, a Resolution of the City Council of the City of Placentia, California authorizing a budget amendment in Fiscal Year 2020-21 in compliance with City Charter of the City of Placentia Sections 1206 and 1209 pertaining to appropriations for actual expenditures; and
- 2) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

1.n. **Resolution Authorizing Temporary Suspension of Regulatory Ordinances Pertaining to the Operation of the Placentia Chamber of Commerce Jazz Festival Event Fundraiser at Bradford Park on Saturday, May 29, 2021, Pending Receipt of Approved Insurance Documents**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Approve an Agreement in a form approved by the City Attorney with the Placentia Chamber of Commerce to host the "Placentia Jazz Festival" fundraising event at Bradford Park and authorize the City Administrator or designee to execute all applicable documents; and
- 2) Adopt Resolution No. R-2021-27, a Resolution of the City Council of the City of Placentia authorizing the temporary suspension of Regulatory Sections 10.28.010 and 23.76.050 of the Placentia Municipal Code for the operation of the "Placentia Jazz Festival" fundraising event on May 29, 2021 from 3:00 to 9:00 p.m. at Bradford Park located at 136 East Palm Circle.

2. PUBLIC HEARING: None

3. REGULAR AGENDA:

3.a. **Emergency Purchase of Citywide Unified Communications (Telephone System) As a Service (UCaaS) Solution from RingCentral, Implemented by Golden Star Technology, Inc. (GST)**

Fiscal Impact:

Expense:	\$ 26,042.13	Total Purchase Price
	\$ 4,645.76	Monthly Subscription
Budgeted:	\$ 6,968.64	Software Maintenance (101523-6136)
	\$ 23,419.23	Machinery & Equipment (101523-6840)

Recommended Action: It is recommended that the City Council:

- 1) Approve the City Administrator's emergency purchase authorization in the amount of \$26,042.13 from GST for the procurement and implementation of the Voice Over Internet Protocol (VOIP) telephone solution; and
- 2) Authorize the City Administrator to execute all necessary documents, in a form approved by the City Attorney; and
- 3) Approve Resolution No. R-2021-28, a Resolution of the City Council of the City of Placentia, California, authorizing a budget amendment in Fiscal Year 2020-21 in compliance with City Charter of the City of Placentia Sections 1206 and 1209 pertaining to appropriations for actual expenditures.

CITY COUNCIL/BOARD MEMBERS REQUESTS:

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

Adjourned in Memory of

Carlos Cabral, Father of Executive Assistant Maria Perez

ADJOURNMENT:

The City Council/Successor Agency/ICDA/PPFA Board of Directors will adjourn to a regular City Council meeting on Tuesday, May 18, 2021 at 5:30 p.m.

TENTATIVE AGENDA FORECAST

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

- Agreement for Citywide Fiber Optic Deployment Inspection Services
- Purchase Order with Valverde Construction for Old Town Sewer Repairs
- NOC: City Hall Wood Refinishing Project
- Resolution Adopting FY 2021-22 SB-1 Annual Street Resurfacing Project
- Purchase of Homeless Liaison Officer Truck
- Agreement for On-Call Construction Management and Inspection Services
- Purchase Order for Fleet Garage Vehicle Lift Improvements
- Amendment to SiFi Development Agreement
- Agreement for Catch Basin Screen Insert Project Phase VI

CERTIFICATION OF POSTING

I, Karen O'Leary, Deputy City Clerk of the City of Placentia and Assistant Secretary of the Industrial Commercial Development Authority, the Successor Agency, and the Placentia Public Financing Authority hereby certify that the Agenda for the May 4, 2021 meetings of the City Council, Successor Agency, Industrial Commercial Development Authority, and the Placentia Public Financing Authority was posted on April 29, 2021.

Karen O'Leary
Deputy City Clerk

DRAFT

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
PLACENTIA PUBLIC FINANCING AUTHORITY
REGULAR MEETING MINUTES
April 20, 2021
7:00 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

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**1. b.
May 4, 2021**

CALL TO ORDER: Mayor Green called the meeting to order at 5:31 p.m.

ROLL CALL:

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

ORAL COMMUNICATIONS:

Mayor Green opened Oral Communications for the Closed Session. City Clerk McKinnell stated that the City Clerk's Office had received no public comment for the Closed Session.

The City Council and Boards of Directors recessed to the Administrative Conference Room for the purpose of conducting their Closed Session proceedings on the following:

1. 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 recessed to their 7:00 p.m. Regular Meeting.

CALL TO ORDER: Mayor Green called the meeting to order at 7:09 p.m.

PRIOR TO ROLL CALL:

Prior to Roll Call City Attorney Bettenhausen read into the record a notice regarding teleconferencing public meetings under the Brown Act during the COVID-19 health risks. He noted that although the Council Chambers are currently closed to the public, public comment can be made by email to cityclerk@placentia.org. He advised that because the meeting was teleconferenced all votes must be taken by roll call vote.

ROLL CALL:

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

STAFF PRESENT:

City Attorney/Authority Counsel Christian Bettenhausen; City Administrator Damien Arrula; Deputy City Administrator Rosanna Ramirez; Deputy City Administrator Luis Estevez; Chief of Police Darin Lenyi; Fire Chief J. Pono Van Gieson; Director of Finance Jessica Brown; Director of Community Services Karen Crocker; Director of Development Services Joe Lambert; Assistant to the City Administrator/Economic Development Manager Jeannette Ortega

INVOCATION: Fernando Villicana

PLEDGE OF ALLEGIANCE: Mayor Green

PRESENTATIONS:

a. Proclamation of April 30, 2021 as "National Arbor Day"

Presenter: Alana Tucker, Program Manager for the Arbor Day Foundation

Recipients: Mayor Green, City Administrator Arrula, Deputy City Administrator Estevez, and Management Analyst Elsa Robinson

A prerecorded video was shown in which Alana Tucker, Program Manager for the Arbor Day Foundation, congratulated the City for attaining Tree City USA status. Mayor Green presented the National Arbor Day

proclamation to City Administrator Arrula, Deputy City Administrator Estevez, and Management Analyst Elsa Robinson.

b. Presentation of Placentia Police Department Award Program

Presenter: Placentia Chief of Police Darin Lenyi

Chief of Police Lenyi gave a brief presentation on the Placentia Police Department Community Recognition Program. Placentia Police Officers are encouraged to recognize and reward citizens who are observed doing something positive such as providing first aid to someone who is injured, directing traffic during a traffic collision, or staying at a scene to be a witness. The Officer may award the citizen with a Placentia Police Department Challenge Coin and collect contact information on a Citizens Award Card.

Mayor Green thanked the Chief and expressed his appreciation for the efforts of the Police Department.

CLOSED SESSION REPORT:

City Attorney/Agency Counsel Bettenhausen stated that there was nothing to report from the Closed Session.

CITY ADMINISTRATOR REPORT:

City Administrator Arrula noted there was no City Administrator Report.

ORAL COMMUNICATIONS:

Mayor Green opened Oral Communications. City Clerk McKinnell stated that the City Clerk's Office received no communications from the public.

CITY COUNCIL/BOARD MEMBER COMMENTS:

Councilmember Shader noted that she was continuing to conduct legislative review for the City and mentioned her attendance at meetings of the Placita Santa Fe Merchants Association, the Navigation Center Board, and some development meetings. She stated that, on behalf of the Mayor and the City, she presented a certificate to the owners of Tokyo Automotive in recognition of their donation of a car to the residents of Placentia Veterans Village.

Councilmember Shader informed the public that, in partnership with St. Jude, the City of Placentia will be hosting COVID-19 vaccine clinics every Tuesday through July 27, 2021 from 8:30 a.m. to 5:00 p.m. at the Whitten Community Center located at 900 South Melrose Avenue. The clinics will operate by appointment only and will be for those 18 years old and over. Appointments can be scheduled through <https://myturn.ca.gov>. Those who wish to be vaccinated at the Whitten Community Center location must choose "Providence-Whitten Community Center Clinic" when registering. Staff is available to help make an appointment for anyone who does not have access to the internet. For more information call (714) 986-2333.

Councilmember Shader announced that the County of Orange 4th District will be hosting a free virtual job fair on Wednesday, May 5, 2021 from 10:00 a.m. to 2:00 p.m. The public will be able to safely network with employers through an online platform, visit virtual booths and watch presentations from job fair partners, interact with hiring managers to apply for open opportunities, and even submit a resume and interview via video conferencing. Employers looking for great new additions to their companies may also register for the job fair. For more information visit www.oconestop.com/jobfairs.

Councilmember Smith noted his attendance at several meetings, many of which were related to the League of California Cities American Rescue Plan associated with direct and flexible relief to municipalities for COVID expenses. He mentioned his attendance at a fundraising event for the Placentia Police Department's K-9 Foundation and the retirement of La Habra Police Chief Jerry Price after 30 years of dedicated public service. He stated that he attended, on behalf of Mayor Green, a tree planting ceremony at Bradford Park by the Mojave Chapter of the Daughters of the American Revolution (DAR) in honor of members of the DAR who passed away during the preceding year.

Councilmember Smith announced that the City of Placentia *Love Placentia Service Day* is scheduled for Saturday, April 24, 2021. Love Placentia is a service day opportunity for anyone willing to serve in various service projects. Churches, local government, businesses, non-profits, and residents are encouraged to partner together to better the community. The event will kick off with a virtual rally at 8:00 a.m. Projects will occur at various locations throughout the City from 9:00 a.m. to 12:00 p.m. All recommended CDC safety protocols will be enforced. Visit www.loveplacentia.com for more information.

Councilmember Smith also invited the public to attend a virtual Arbor Day Celebration on Wednesday, April 28, 2021 at 5:00 p.m. The City will celebrate its recently awarded Tree City USA designation by planting six (6) trees in the surrounding grassy areas of the Placentia Civic Center. The virtual event will be streamed on Facebook Live at www.Facebook.com/placentiaca.

Councilmember Yamaguchi mentioned that COVID-19 vaccines are now available for anyone 16 years old and above.

Mayor Pro Tem Wanke stated that he had Chaired a meeting of the Administration Committee of the Orange County Sanitation District (OC SAN) Board, held two (2) community meetings with residents of Placentia Council District 4 to discuss the needs of their neighborhoods and how the City can assist them, met with the Chairman of the Yorba Linda Water District (YLWD) and the President of the East Orange Water District, and a Placentia Police Department Badge Pinning Ceremony.

Mayor Pro Tem Wanke announced that the County of Orange has opened the second application period for the Orange County Emergency Rental Assistance (ERA) program to provide funding assistance to households unable to pay rent and utilities due to the COVID-19 pandemic. Applications will be accepted until April 30, 2021 or until funding is exhausted. Eligible expenses are unpaid rent or utility bills due to COVID-19 impact only, not future rent or utility costs and applicants must meet the income requirement. To apply and for information, visit www.211oc.org.

Mayor Green noted his attendance at the Placentia Police Department Badge Pinning Ceremony and, as a member of the Orange County Mosquito and Vector Control District Board, he warned everyone that mosquito season is approaching.

Mayor Green announced that beginning May 4, 2021, City Council meetings will reopen to the public. All recommended CDC guidelines will be followed, and attendees will be asked to wear a face covering and social distancing will be enforced.

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

Councilmember Shader pulled Item 1.q. for further discussion. Motion by Shader, seconded by Smith, 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. **Minutes**

City Council/Successor/ICDA/PPFA Regular Meeting: April 6, 2021

Recommended Action: Approve

(Approved 5-0, as recommended)

1.c. **City Fiscal Year 2020-21 Register for April 20, 2021**

Check Register

Fiscal Impact: \$ 503,955.81

Electronic Disbursement Register

Fiscal Impact: \$ 928,492.74

Recommended Action: It is recommended that the City Council:

1) Receive and file

(Received and file, as recommended)

1.d. **Amendment No. 3 to Maintenance Services Agreement with Bear Electrical Solutions, Inc. For Traffic Signal Maintenance Services**

Fiscal Impact: Expense: \$340,000 Two-Year Cumulative Contract Cost
Budgeted: \$170,000 Fiscal Year 2021-22 Operating Budget
\$120,000 (103590-6099)
\$ 50,000 (173590-6099)
\$170,000 Estimated For Fiscal Year 2022-23 Operating Budget

Recommended Action: It is recommended that the City Council:

- 1) Approve Amendment No. 3 to the Maintenance Services Agreement with Bear Electrical Solutions, Inc., for Traffic Signal Maintenance Services for an additional two-year term and increasing the contract not-to-exceed amount by \$340,000 (\$170,000 per year); and
- 2) Authorize the City Administrator to approve contract change orders up to 10% of the cumulative two-year contract extension, or \$34,000; and
- 3) Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

(Approved 5-0, as recommended)

1.e. **Approval of Final Parcel Map 2019-175 Subdividing an Approximate 0.26-Acre Lot Into Three (3) Parcels Located At the 1600 Block of La Paloma Avenue within the R-1 (O) (Single-Family Residential – Oil Combining District) Zoning District**

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

Recommended Action: It is recommended that the City Council:

- 1) Approve Final Parcel Map No. 2019-175, subject to review and approval by the County Surveyor; and
- 2) Authorize the City Clerk to sign Final Parcel Map No. 2019-175.

(Approved 5-0, as recommended)

1.f. **Approval of Final Parcel Map 2007-186 Subdividing an Approximately 0.57-Acre Lot Into Three Parcels Located At 1802 N. Valencia Avenue, East Side of Valencia Avenue Between Valencia Avenue and the Western Terminus of Alcott Avenue**

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

Recommended Action: It is recommended that the City Council:

- 1) Approve Final Parcel Map No. 2007-186, subject to review and approval by the County Surveyor; and
- 2) Authorize the City Clerk to sign Final Parcel Map No. 2007-186.

(Approved 5-0, as recommended)

1.g. **Acceptance of Construction Work and Notice of Completion for the FY 2019-2020 Arterial Roadway Rehabilitation Project, City Project No. 1002**

Fiscal Impact: Expense: \$ 2,207,799.00 Construction Contract
\$ 218,917.09 Change Order No. 1
\$ 2,426,716.09 Total Construction Cost
Budget: \$ 2,483,600.00 Total Project Budget FY 2020-21 CIP Budget
\$ 1,860,200.00 Measure U (791002-6185)
\$ 312,000.00 Measure M (181002-6185)
\$ 194,500.00 SB 1/RMRA (601002-6185)
\$ 100,000.00 CalRecycle Grant (501002-6185)
\$ 16,900.00 Thoroughfare Construction Fund (261002-6185)

Recommended Action: It is recommended that the City Council:

- 1) Accept the work performed by All American Asphalt Inc. for construction of the FY 2019-20 Arterial Roadway Rehabilitation Project, City Project No. 1002, for a grand total amount of \$2,426,716.09; and
- 2) Authorize the City Administrator to approve Contract Change Order No. 1 in the amount of \$218,917.09; 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 5-0, as recommended)

1.h. **Acceptance of Construction Work and Notice of Completion for Old City Hall Roof Replacement and HVAC Improvement Project, City Project No. 5002**

<u>Fiscal Impact:</u>	Expense: \$ 164,700.00	Construction Contract Amount
	\$ 34,835.31	Change Order No. 1 (305002-6185)
	\$ 199,535.31	Total Construction Cost
Budget:	<u>\$ 258,400.00</u>	<u>Total Project Budget</u>
	\$ 38,000.00	Measure U (795002-6185)
	\$ 220,400.00	Housing & Community Develop. Fund (305002-6185 FY 2019-20 CIP Carryover)

Recommended Action: It is recommended that the City Council:

- 1) Accept the work performed by Best Contracting Services, Inc. for the Old City Hall Roof Replacement and HVAC Improvement Project, City Project No. 5002, for a grand total amount of \$199,535.31; and
- 2) Authorize the City Administrator to approve contract Change Order No. 1 in the amount of \$34,835.31; 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 5-0, as recommended)

1.i. **Purchase of Evidence Lockers With Prop 69 Funds**

<u>Fiscal Impact:</u>	Expense: \$ 120,725	(103043-6840)
	Revenue: \$ 110,000	Miscellaneous Grants – Prop 69 (103043-4210)
	Budgeted: \$ 10,725	FY 2020-21 General Fund (103043-6840)

Recommended Action: It is recommended that the City Council:

- 1) Approve the appropriation of Prop 69 funding from the County of Orange in the amount of \$110,000; and
- 2) Approve the purchase of evidence storage lockers from McMurray Stern for an amount not-to-exceed \$120,725; and
- 3) Authorize the City Administrator and/or his designee, to execute all the necessary documents, in a form approved by the City Attorney.

(Approved 5-0, as recommended)

1.j. **Professional Services Agreement With California Forensic Phlebotomy, Inc. For Forensic Blood Draw Services**

<u>Fiscal Impact:</u>	\$20,000 (Estimated) For Fiscal Year 2021-22 Budget (103040-6055)
	\$21,000 (Estimated) For Fiscal Year 2022-23 Budget (103040-6055)
	\$22,000 (Estimated) For Fiscal Year 2023-24 Budget (103040-6055)

Recommended Action: It is recommended that the City Council:

- 1) Approve the Professional Services Agreement with California Forensic Phlebotomy, Inc. for a three-year term ending June 30, 2024; and
- 2) Authorize the City Administrator and/or his designee to execute all the necessary documents in a form approved by the City Attorney.

(Approved 5-0, as recommended)

1.k. **Purchase of Two (2) License Plate Reader Units**

<u>Fiscal Impact:</u>	Expense: \$ 49,570	(676106-6840)
	Budgeted: \$ 49,570	Public Safety Impact Fee Funds
	No General Fund dollars will be utilized for this purchase	

Recommended Action: It is recommended that the City Council:

- 1) Approve the purchase of two (2) License Plate Reader units from Vigilant Solutions, LLC for an amount not-to-exceed \$49,570; and
- 2) Authorize the City Administrator and/or his designee, to execute all the necessary documents, in a form approved by the City Attorney.

(Approved 5-0, as recommended)

1.l. Replacement Purchase of Mobile Data Computers

Fiscal Impact: Expense: \$51,966.64 (676107-6840)
 Revenue: \$51,966.64 Public Safety Impact Fee Funds
 No General Fund dollars will be utilized for this purchase

Recommended Action: It is recommended that the City Council:

- 1) Approve the purchase of replacement MDCs and necessary equipment and configuration with DuraTech USA, Inc. for an amount not to exceed \$51,966.64; and
- 2) Authorize the City Administrator and/or his designee, to execute all the necessary documents, in a form approved by the City Attorney.

(Approved 5-0, as recommended)

1.m. Approve 2020 Orange County Operational Area Agreement

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:
 Approve the 2020 Orange County Operational Area Agreement; and

(Approved 5-0, as recommended)

- 1) Adopt Resolution R-2021-16, a Resolution of the City Council of the City of Placentia, California, approving the Operational Area Agreement of the County of Orange and local agencies.

1.n. Acceptance of Resignation From the Senior Advisory Committee

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Accept the resignation of Johnnie Broadfoot from the Senior Advisory Committee; and
- 2) Update the City's master Commission/Committee vacancy list to include the vacancy on the Senior Advisory Committee.

(Approved 5-0, as recommended)

1.o. Professional Services Agreement With JHD Planning, LLC To Complete the 6th Cycle Regional Housing Needs Assessment (RHNA) Update to the Housing Element of the General Plan

<u>Fiscal Impact:</u> Consultant Proposal:	\$69,460
Staff Recommended Contingency:	<u>\$10,000</u>
Total Cost Of The Contracts:	\$79,460
Budgeted SB2 Funds:	\$60,000 (509102-6017)
Budgeted General Plan Update Fee Funds:	\$19,460 (749102-6017)
Total Budgeted:	\$79,460

Recommended Action: It is recommended that the City Council:

- 1) Approve a Professional Services Agreement with JHD Planning, LLC to provide professional services related to updating the Housing Element of the General Plan for an amount not to exceed \$79,460; and
- 2) Authorize the City Administrator to sign the necessary documents, in a form approved by the City Attorney.

(Approved 5-0, as recommended)

1.p. **Acceptance of Construction Work and Notice of Completion for Fire Station 2 Renovation Project, City Project No. 5105**

<u>Fiscal Impact:</u>	Expense: \$ 84,400	Construction Contract Amount
	\$ 14,800	Change Order No. 1 (675105-6185)
	\$ 99,200	Total Construction Cost
Budget:	\$ 408,250	Total Project Budget
	\$ 14,250	Measure U CIP (795105-6185)
	\$ 174,000	City Public Safety Impact Fee (675105-6185)
	\$ 220,000	General Fund (105105-6185)

Recommended Action: It is recommended that the City Council:

- 1) Accept the work performed by Noble E & C Inc. for the Fire Station No. 2 Renovation Project, City Project No. 5105, for a grand total amount of \$99,200; and
- 2) Authorize the City Administrator to approve contract Change Order No. 1 in the amount of \$14,800; 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 5-0, as recommended)

1.q. **Agreement With All City Management Services, Inc. For Crossing Guard Services**

Fiscal Impact: \$72,072 For Fiscal Year 2021-22 Budget (103047-6290)
\$77,553 For Fiscal Year 2022-23 Budget
\$77,553 For Fiscal Year 2023-24 Budget
Budgeted: \$72,072 FY 2021-22 Operating Budget (General Fund)

Recommended Action: It is recommended that the City Council:

- 1) Approve the Agreement with All City Management Services, Inc. for a three (3) year term ending June 30, 2024 for an amount not-to-exceed \$72,072 (FY 2021-22), \$77,553 (FY 2022-23) and \$77,553 (FY 2023-24); and
- 2) Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

(Approved 5-0, as recommended)

Councilmember Shader pulled Item 1.q. to discuss the importance of insurance certificates being included with vendor contracts in the agenda packet. She stated that she had not received the proof of insurance for All City Management Services, Inc. and therefore would not be able to approve the item. City Administrator Arrula confirmed that the Police Department had received updated insurance certificates and Deputy City Administrator Ramirez confirmed that she had reviewed and approved the certificates. Councilmember Shader requested confirmation that proof of insurance had been received. Motion by Shader, seconded by Wanke, and carried a (5-0) vote to approve Consent Calendar Item 1.q., as recommended.

2. PUBLIC HEARING:

2.a. **Zone Change No. ZC 2018-01, Development Plan Review No. DPR 2018-01, and Tentative Tract Map No. TTM 19104 for the Development of an Approximately 5.6-Gross Acre Site With 139 Residential Townhome Units Located At 443 & 455 S. Van Buren Street (Toffoli Investments)**

Fiscal Impact: Revenue: \$2,010,774 Development Impact Fees

Recommended Action: It is recommended that the City Council:

- 1) Open Public Hearing concerning ZC 2018-01, DPR 2018-01, and TTM 19104; and
- 2) Receive the Staff Report, consider all public testimony, ask questions of Staff; and
- 3) Close the Public Hearing; and
- 4) Adopt Resolution No. R-2021-17, a Resolution of the City Council of the City of Placentia, California, adopting Mitigated Negative Declaration (MND) No. 2020-01 and a Mitigation Monitoring and Reporting Program with the California Environmental Quality Act (Public Resources Code §§ 21000-21177 and §15000 Et. Seq. of Title 14

of the California Code of Regulations) (CEQA), approving Development Plan Review No. DPR 2018-01, and Tentative Tract Map No. TTM 19104 to allow for the development of an approximately 5.6-gross acre lot for the construction of 22, three-story, multi-family buildings consisting of 139 for-sale residential townhome units and associated hardscape and landscape improvements, on property located at 443 and 455 S. Van Buren Street (APN: 346-164-22, -25, & -26); and

- 5) Waive full reading, by title only, and introduce for first reading Ordinance No. O-2021-03, an Ordinance of the City Council of the City of Placentia, California, amending the official Zoning Map of the City of Placentia from Manufacturing (M) District and Oil Combining (O) Zoning District to High Density Residential (R-3) Zoning District to bring the zoning of the site into alignment with the updated General Plan High Density Residential Land Use Designation on an approximately 5.6-gross acre lot, located at 443 and 455 S. Van Buren Street (APNs 346-164-22, -25, & -26).

(Approved 5-0, to adopt Resolution R-2021-17 as amended)

Mayor Green opened the Public Hearing at 7:34 p.m.

City Administrator Arrula introduced Director of Development Services Lambert who presented the Staff Report on the development of an approximately 5.6-gross acre site with 139 residential townhome units located at 443 and 455 South Van Buren Street. He provided a presentation which included current General Plan, zoning designations, and the area vision; the development proposal; the CEQA determination; and Staff recommendations.

Mayor Green asked for more detail on the color scheme.

Mayor Pro Tem Wanke asked if Staff had reviewed the proposed materials as provided by the manufacturer and were satisfied with the samples.

Director Lambert noted that between the Planning Commission meeting, where this item was considered, and this meeting, Staff responded to a concern with the applicant regarding Condition of Approval No. 8. Council was given a handout detailing the proposed changes to Attachment A of Resolution R-2021-17.

Mayor Pro Tem Wanke asked for clarification on the letters of opposition mentioned in the presentation.

Applicant Alan Toffoli, Architect Mike Woodley, Civil Engineer Dane McDougal, Environmental Consultant Kyle Emerson, CEQA Consultant Joann Lombardo, and Architect Mike Fuller joined the meeting via Zoom. Mr. Toffoli and Mr. Woodley presented their vision for the Latitude development which included community features, existing site conditions, a site plan, and a conceptual rendering.

City Clerk McKinnell read into the record two (2) email communications from Placentia resident Monica Apalategui questioning ingress and egress for the development and commenting on train noise and traffic conditions.

Councilmember Shader pointed out that the development will create more privacy and a nicer entryway near their homes for the owners of the property bordering the new development. As a member of the Development Ad-Hoc Committee, Councilmember Shader expressed her support for the development and townhome living. She asked for more information on traffic impact studies concerning the proposed development.

Director Lambert discussed the traffic studies, mitigation measures, and impact monitoring responsibilities.

Councilmember Shader asked for more information on sidewalk improvements outside the proposed development.

Councilmember Yamaguchi thanked Staff for managing the project and bringing it to the City Council. He expressed his concern with potential traffic problems and asked whether Staff had plans for traffic

signal improvements and/or traffic signal synchronization to assist with traffic flow. He asked about the parking

requirements for the development and for confirmation that Staff was comfortable with the parking requirements.

City Administrator Arrula clarified that one of the City's standard conditions is that all Covenants, Conditions and Restrictions (CC&Rs) must be reviewed by the City Attorney.

Director Lambert called on CEQA Consultant Joann Lombardo to discuss the traffic impact study regarding the proposed development.

Mayor Pro Tem Wanke, as a member of the Development Ad-Hoc Committee, expressed his support of the developer and the proposed development.

Mayor Green discussed requiring garages to be used for parking and not for storage and restricting the number of residents per unit.

Mayor Green closed the public hearing at 8:24 p.m.

Director Lambert read into the record the amendment to Conditions of Approval Item 8.

Councilmember Shader asked Applicant Alan Toffoli to confirm that he had the same understanding of the amendment to the Conditions of Approval.

Motion by Shader, seconded by Wanke, and carried a (5-0) vote to approve Item 2.a., with the amendment to Attachment A of Resolution R-2021-17.

Motion by Shader, seconded by Smith, and carried a (5-0) vote to approve the introduction of Ordinance O-2021-03.

3. REGULAR AGENDA:

3.a. Continued Item - Study Session: 2020 Sewer Cost Recovery Fee Rate Study

Fiscal Impact: There is no immediate fiscal impact associated with this Study Session. Based upon City Council policy direction, Staff will finalize any proposed sewer rate cost recovery adjustments and return to the City Council on May 4, 2021, to schedule the public hearing and Proposition 218 process to formally adjust the City's sewer rates.

Recommended Action: It is recommended that the City Council:

- 1) Receive and file the Staff report and presentation; and
- 2) Ask any questions of Staff; and
- 3) Provide Staff with policy direction relative to the 2020 Sewer Cost Recovery Fee Study and any potential adjustments to the City's existing sewer rate; and
- 4) Direct Staff to return to the May 4, 2021 City Council meeting to formally adopt a resolution setting the public hearing date to consider formally adopting increased sewer collection rates and adopting a resolution outlining the procedures for establishing and increasing property related fees and charges under Proposition 218.

(Approved 5-0, as recommended)

Mayor Pro Tem Wanke stated that he had asked for the previous Study Session to be continued to address his questions and concerns and, after reviewing the Staff report containing the data newly available, his questions had been answered. He requested a discussion covering a couple of topics and approval of the item without the full presentation. Mayor Pro Tem Wanke noted that residents had posed questions regarding the seeming inequity of some neighborhoods paying higher rates and higher taxes to maintain sewers in neighborhoods that paid lower rates and taxes. He stated that viewing a map of the City's gravity-fed sewer system answered these questions. He discussed the accuracy and methodology of the discharge factor used in setting sewer collection rates.

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

CITY COUNCIL/BOARD MEMBERS REQUESTS:

Councilmember Shader requested that City Council form an Ad-Hoc or a standing Committee to address parking in Old Town Placentia. Councilmembers Shader and Wanke agreed to be members of an Old Town Parking Ad-Hoc Committee.

Councilmember Smith reiterated his request that Staff review the Placentia Municipal Code (PMC) relating to recreational vehicle storage in or on residential parcels, both self-propelled and those that are towable. He suggested Placentia declare a temporary moratorium on enforcement of recreational vehicles parked on private property while the topic is researched and considered. There was Council support for pausing enforcement of recreational vehicle parking on private property.

Mayor Pro Tem Wanke requested that Staff review the differences in City and County recreational vehicle parking codes.

Councilmember Yamaguchi stressed that he was not in favor of a moratorium or a pause in enforcement of recreational vehicle parking codes. He noted that he did support a Study Session on the topic.

City Attorney Bettenhausen cautioned that the City Council could not take formal action on the request but could consider it on a future agenda.

Mayor Pro Tem Wanke requested that Staff add an item to a future agenda to consider a policy change regarding when development impact fees are due. He also requested that Staff contact the Yorba Linda Water District to discuss preparing a Memorandum of Understanding to bring before City Council to facilitate projects and possibly lower rates for the City's YLWD customers.

Mayor Pro Tem Wanke requested that an item of potential litigation be added to the May 4, 2021 City Council Closed Session for a discussion with Fire Chief Van Gieson. Councilmember Yamaguchi supported the request.

ADJOURNMENT:

The City Council/Successor Agency/ICDA/PPFA Board of Directors adjourned at 8:48 p.m. in memory of Johnnie Broadfoot, senior advisory Committee Member, and longtime Placentia resident, to a regular City Council meeting on Tuesday, May 4, 2021 at 5:30 p.m.

Craig S. Green, Mayor/Agency Chair

ATTEST:

Robert S. McKinnell, City Clerk/Agency Secretary

City of Placentia
Check Register
For 05/03/2021

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
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Grand Total: 2,905,590.47

Check Totals by ID

AP	2,905,590.47
EP	0.00
IP	0.00
OP	0.00

Void Total: 0.00

Check Total: 2,905,590.47

Fund Name	<u>Check Totals by Fund</u>
101-General Fund (0010)	257,869.33
117-Measure U Fund (0079)	27,510.35
208-Secssr Agncy Ret Oblg (0054)	1,131.73
210-Measure M (0018)	14,605.53
225-Asset Seizure (0021)	1,352.95
227-Explorer Grant NOC (0076)	3.02
228-NOC-Public Safety Grant(0061)	1.97
242-City Pub Sfty Impct Fee (0067)	12,621.26
265-Landscape Maintenance (0029)	5,834.64
270-CDBG Fund (0030)	8,235.00
275-Sewer Maintenance (0048)	419.62
280-Misc Grants Fund (0050)	26.54
302-Public Financing Autho(0082)	1,118,005.27
401-City Capital Projects (0033)	418.55
501-Refuse Administration (0037)	276,298.58
601-Employee Health & Wlfre (0039)	895.83
701-Special Deposits (0044)	1,180,360.30

Check Total: 2,905,590.47

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

1. c.
May 4, 2021

**City of Placentia
Check Register
For 04/27/2021**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	AT & T V008736	APR FD1 STN INTERNET	109595-6215 Telephone	AP041521	32.81	APRIL FD1 2021		00107611	04/15/2021
MW OH	AT & T V008736	APRIL HVAC INTERNET	109595-6215 Telephone	AP041521	52.79	APRIL HVAC 21		00107611	04/15/2021
Check Total:					85.60				
MW OH	AXIS GENERAL V011183	FEB KRAEMER PUMP STN MAINT	103652-6099 Professional Services	AP041521	371.64	8086	P11770	00107612	04/15/2021
MW OH	AXIS GENERAL V011183	FEB KRAEMER PUMP STN MAINT	103652-6099 / 21009-6099 Professional Services	AP041521	371.65	8086	P11770	00107612	04/15/2021
MW OH	AXIS GENERAL V011183	FEB PLACENTIA PUMP STN MAINT	103652-6099 / 21010-6099 Professional Services	AP041521	371.65	8087	P11770	00107612	04/15/2021
MW OH	AXIS GENERAL V011183	FEB PLACENTIA PUMP STN MAINT	103652-6099 Professional Services	AP041521	371.64	8087	P11770	00107612	04/15/2021
MW OH	AXIS GENERAL V011183	FEB MELROSE PUMP STN MAINT	103652-6099 Professional Services	AP041521	743.29	8089	P11770	00107612	04/15/2021
Check Total:					2,229.87				
MW OH	BEE MAN, THE V000117	BEE REMOVAL SERVICES	103655-6130 Repair & Maint/Facilities	AP041521	180.00	113528		00107613	04/15/2021
Check Total:					180.00				
MW OH	BOB HALL AND ASSOCIATES V011422	FIRE RECRUITMENT SVS	101512-6001 Management Consulting Services	AP041521	5,000.00	1035A		00107614	04/15/2021
Check Total:					5,000.00				
MW OH	BRASS EAGLE FABRICATION V011927	FORCIBLE ENTRY DOOR SIMULATOR	03066-6250 Staff Training	AP041521	7,400.00	04072021	P12007	00107615	04/15/2021
Check Total:					7,400.00				
MW OH	BRENNAN ESTIMATING V011259	APRIL ALARM MONITORING	103654-6127 Alarm Monitoring	AP041521	360.00	6320	P11781	00107616	04/15/2021
Check Total:					360.00				
MW OH	CALIFORNIA DENTAL	MAY DENTAL INSURANCE PMT	395000-4720	AP041521	773.19	050121		00107617	04/15/2021

City of Placentia
Check Register
For 04/27/2021

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V008102		ISF Dental Ins Reimbursement						
MW OH	CALIFORNIA DENTAL V008102	MAY DENTAL INSURANCE PMT	395083-5162 Dental Insurance Premiums	AP041521	122.64	050121		00107617	04/15/2021
				Check Total:	895.83				
MW OH	CALMAT CO. V010007	ASPHALT	103652-6301 Special Department Supplies	AP041521	336.49	72898210		00107618	04/15/2021
				Check Total:	336.49				
MW OH	CENTURY BUSINESS V010180	12/14-3/13 COPIER USAGE FEES	109595-6175 Office Equipment Rental	AP041521	386.15	AR15873		00107619	04/15/2021
				Check Total:	386.15				
MW OH	DATA TICKET INC. V006119	FEB CODE CITATION PROCESSING	102533-6290 Dept. Contract Services	AP041521	336.00	123216		00107620	04/15/2021
				Check Total:	336.00				
MW OH	DENNIS AND DEBORAH V007072	APRIL-JUNE LEASE PMT	103043-6160 Facility Rental	AP041521	17,745.15	041221	P11937	00107621	04/15/2021
				Check Total:	17,745.15				
MW OH	DEROTIC EMERGENCY V011295	AERIAL LADDER INSPECT, MAINT	103066-6134 Vehicle Repair & Maintenance	AP041521	1,200.00	SO-1403		00107622	04/15/2021
MW OH	DEROTIC EMERGENCY V011295	LATE FEE	103066-6134 Vehicle Repair & Maintenance	AP041521	30.00	SO-1403		00107622	04/15/2021
				Check Total:	1,230.00				
MW OH	FACTORY MOTOR PARTS V010842	TPMS SENSOR KIT	103658-6134 Vehicle Repair & Maintenance	AP041521	107.46	102-129361	P11898	00107623	04/15/2021
MW OH	FACTORY MOTOR PARTS V010842	DRILLED ROTOR	103658-6134 Vehicle Repair & Maintenance	AP041521	239.89	102-129471	P11898	00107623	04/15/2021
MW OH	FACTORY MOTOR PARTS V010842	AIR & OIL FILTERS	103658-6134 Vehicle Repair & Maintenance	AP041521	132.19	102-129518	P11898	00107623	04/15/2021
MW OH	FACTORY MOTOR PARTS V010842	OIL	103658-6134 Vehicle Repair & Maintenance	AP041521	48.65	102-129548	P11898	00107623	04/15/2021

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MW OH	FACTORY MOTOR PARTS V010842	ROTOR ASSEMBLY	103658-6134 Vehicle Repair & Maintenance	AP041521	161.09	11-1842262	P11898	00107623	04/15/2021
MW OH	FACTORY MOTOR PARTS V010842	ANTI FREEZE	103658-6134 Vehicle Repair & Maintenance	AP041521	41.86	12-3916987	P11898	00107623	04/15/2021
MW OH	FACTORY MOTOR PARTS V010842	BRAKE PADS	103658-6134 Vehicle Repair & Maintenance	AP041521	119.00	12-3918933	P11898	00107623	04/15/2021
MW OH	FACTORY MOTOR PARTS V010842	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP041521	27.66	12-3927772	P11898	00107623	04/15/2021
MW OH	FACTORY MOTOR PARTS V010842	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP041521	31.23	12-3927850	P11898	00107623	04/15/2021
Check Total:					909.03				
MW OH	GALLS LLC V000438	FD UNIFORM NAMEPLATE	103066-6360 Uniforms	AP041521	9.43	017993397		00107624	04/15/2021
MW OH	GALLS LLC V000438	FD UNIFORMS	103066-6360 Uniforms	AP041521	114.59	017993400		00107624	04/15/2021
MW OH	GALLS LLC V000438	FD UNIFORMS	103066-6360 Uniforms	AP041521	114.60	017993401		00107624	04/15/2021
MW OH	GALLS LLC V000438	FD UNIFORMS	103066-6360 Uniforms	AP041521	114.60	017993402		00107624	04/15/2021
MW OH	GALLS LLC V000438	FD UNIFORMS	103066-6360 Uniforms	AP041521	143.85	018008576		00107624	04/15/2021
MW OH	GALLS LLC V000438	FD UNIFORM NAMEPLATE	103066-6360 Uniforms	AP041521	9.43	018008584		00107624	04/15/2021
Check Total:					506.50				
MW OH	GRANICUS INC. V007659	SHORT TERM RENTAL MONITORING	102531-6099 Professional Services	AP041521	7,297.00	133164	P12008	00107625	04/15/2021
Check Total:					7,297.00				
MW OH	ICMA RETIREMENT TRUST V010029	ICMA P/E 4/3 PD 4/9	0037-2170 Deferred Comp Payable - ICMA	AP041521	75.00	PR2101007		00107626	04/15/2021
MW OH	ICMA RETIREMENT TRUST	ICMA P/E 4/3 PD 4/9	0010-2170	AP041521	2,677.32	PR2101007		00107626	04/15/2021

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	V010029		Deferred Comp Payable - ICMA						
MW OH	ICMA RETIREMENT TRUST V010029	ICMA P/E 4/3 PD 4/9	0054-2170 Deferred Comp Payable - ICMA	AP041521	53.92	PR2101007		00107626	04/15/2021
MW OH	ICMA RETIREMENT TRUST V010029	ICMA P/E 4/3 PD 4/9	0029-2170 Deferred Comp Payable - ICMA	AP041521	10.01	PR2101007		00107626	04/15/2021
MW OH	ICMA RETIREMENT TRUST V010029	ICMA P/E 4/3 PD 4/9	0048-2170 Deferred Comp Payable - ICMA	AP041521	50.00	PR2101007		00107626	04/15/2021
MW OH	ICMA RETIREMENT TRUST V010029	ICMA-401 P/E 4/3 PD 4/9	0010-2170 Deferred Comp Payable - ICMA	AP041521	7,160.59	PR2101007A		00107626	04/15/2021
Check Total:					10,026.84				
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 4/3 PD 4/9	0010-2131 Employer PARS/ARS Payable	AP041521	829.90	PR2101007		00107627	04/15/2021
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 4/3 PD 4/9	0054-2131 Employer PARS/ARS Payable	AP041521	28.47	PR2101007		00107627	04/15/2021
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 4/3 PD 4/9	0054-2131 Employer PARS/ARS Payable	AP041521	47.18	PR2101007		00107627	04/15/2021
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 4/3 PD 4/9	0010-2131 Employer PARS/ARS Payable	AP041521	1,071.63	PR2101007		00107627	04/15/2021
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 4/3 PD 4/9	0054-2131 Employer PARS/ARS Payable	AP041521	23.79	PR2101007		00107627	04/15/2021
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 4/3 PD 4/9	0010-2131 Employer PARS/ARS Payable	AP041521	567.88	PR2101007		00107627	04/15/2021
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 4/3 PD 4/9	0048-2131 Employer PARS/ARS Payable	AP041521	47.18	PR2101007		00107627	04/15/2021
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 4/3 PD 4/9	0048-2131 Employer PARS/ARS Payable	AP041521	114.00	PR2101007		00107627	04/15/2021
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 4/3 PD 4/9	0037-2131 Employer PARS/ARS Payable	AP041521	66.05	PR2101007		00107627	04/15/2021
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 4/3 PD 4/9	0037-2131 Employer PARS/ARS Payable	AP041521	221.26	PR2101007		00107627	04/15/2021

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MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 4/3 PD 4/9	0029-2131 Employer PARS/ARS Payable	AP041521	20.46	PR2101007		00107627	04/15/2021
					Check Total:	3,037.80			
MW OH	LEGAL SHIELD V008104	MARCH LEGAL SERVICES	0010-2192 Police Legal Services	AP041521	100.93	MARCH 2021		00107628	04/15/2021
MW OH	LEGAL SHIELD V008104	MARCH LEGAL SERVICES	0048-2192 Police Legal Services	AP041521	17.63	MARCH 2021		00107628	04/15/2021
					Check Total:	118.56			
MW OH	LEXIPOL LLC V003511	FIRE POLICY MANUALS	103066-6290 Dept. Contract Services	AP041521	9,369.00	INVLEX815	P12002	00107629	04/15/2021
					Check Total:	9,369.00			
MW OH	LOMELI, CATHY V011463	EMT CERT REIMBURSEMENT	103066-6250 Staff Training	AP041521	122.66	3800849364		00107630	04/15/2021
					Check Total:	122.66			
MW OH	MARCENE TAYLOR INC V011928	CONST COST ESTIMATING SVS	103551-6290 Dept. Contract Services	AP041521	6,500.00	2966	P12006	00107631	04/15/2021
					Check Total:	6,500.00			
MW OH	MC FADDEN-DALE V000635	SCREWS	103654-6301 Special Department Supplies	AP041521	19.72	439435/5		00107632	04/15/2021
MW OH	MC FADDEN-DALE V000635	HOSE SPLITTER, SUPPLIES	103654-6301 Special Department Supplies	AP041521	43.91	439909/5		00107632	04/15/2021
MW OH	MC FADDEN-DALE V000635	SAW POWER DRILL BIT	103654-6301 Special Department Supplies	AP041521	31.36	439928/5		00107632	04/15/2021
MW OH	MC FADDEN-DALE V000635	SILICA SAND	103652-6301 Special Department Supplies	AP041521	38.57	443274/5		00107632	04/15/2021
MW OH	MC FADDEN-DALE V000635	BLACK GLOVES	103654-6301 Special Department Supplies	AP041521	44.29	443324/5		00107632	04/15/2021
					Check Total:	177.85			
MW OH	MCKENZIE, TOM	WINTER TUITION REIMBURSEMENT	109595-5150	AP041521	1,624.50	WINTER 20		00107633	04/15/2021

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	V006560		Tuition Reimbursement						
				Check Total:	1,624.50				
MW OH	MOLONEY, TRACEY V011052	MURAL DESIGN SERVICES	795106-6185 Construction Services	AP041521	1,000.00	040121		00107634	04/15/2021
				Check Total:	1,000.00				
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	102531-6315 Office Supplies	AP041521	64.84	68024		00107635	04/15/2021
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	102532-6315 Office Supplies	AP041521	42.67	68024		00107635	04/15/2021
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	102531-6315 Office Supplies	AP041521	44.44	68025		00107635	04/15/2021
MW OH	OFFICE INDUSTRIES V007477	PAPER	109595-6315 Office Supplies	AP041521	39.42	68041		00107635	04/15/2021
				Check Total:	191.37				
MW OH	ORANGE COUNTY V011002	MAR FACILITIES CAPACITY FEES	0044-2037 County Sanitation Dist Fee	AP041521	1,179,870.30	MARCH 21		00107636	04/15/2021
MW OH	ORANGE COUNTY V011002	MAR FACILITIES CAPACITY FEES	100000-4364 Sanitation Collect Fees	AP041521	-58,993.52	MARCH 21		00107636	04/15/2021
				Check Total:	1,120,876.78				
MW OH	RELIANCE STANDARD LIFE V008214	APRIL INSURANCE PREMIUMS	109595-5163 Life Insurance Premiums	AP041521	4,626.85	040121 GL		00107637	04/15/2021
MW OH	RELIANCE STANDARD LIFE V008214	APRIL INSURANCE PREMIUMS	109595-5163 Life Insurance Premiums	AP041521	4,527.81	040121 LTD		00107637	04/15/2021
MW OH	RELIANCE STANDARD LIFE V008214	APRIL INSURANCE PREMIUMS	109595-5163 Life Insurance Premiums	AP041521	4,154.20	040121 STD		00107637	04/15/2021
				Check Total:	13,308.86				
MW OH	SILVER & WRIGHT LLP V009853	MARCH CODE ENFORCE LEGAL SVS	101005-6299 Other Purchased Services	AP041521	518.80	27668		00107638	04/15/2021
				Check Total:	518.80				

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MW OH	SO CAL GAS V000909	FEB-APRIL GAS CHARGES	109595-6340 Natural Gas	AP041521	229.73	032421		00107639	04/15/2021
				Check Total:	229.73				
MW OH	SOUTHERN CALIFORNIA V000910	OCT-NOV ELECTRICAL COSTS	296561-6330 Electricity	AP041521	1,400.59	041521		00107640	04/15/2021
				Check Total:	1,400.59				
MW OH	THE KARAGINES FAMILY V007073	APRIL-JUNE LEASE PMT	103043-6160 Facility Rental	AP041521	17,745.15	041221	P11936	00107641	04/15/2021
				Check Total:	17,745.15				
MW OH	THE SAUCE CREATIVE V007476	PRINTING SVS - NAV CTR FLYER	104071-6230 Printing & Binding	AP041521	350.00	4696		00107642	04/15/2021
				Check Total:	350.00				
MW OH	TIME WARNER CABLE V004450	APRIL EOC SPECTRUM SVS	109595-6215 Telephone	AP041521	625.71	0034466032621		00107643	04/15/2021
				Check Total:	625.71				
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 4/3 PD 4/9	0010-2126 Employee PARS/ARS W/H	AP041521	1,627.75	PR2101007		00107644	04/15/2021
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 4/3 PD 4/9	0010-2131 Employer PARS/ARS Payable	AP041521	1,627.75	PR2101007		00107644	04/15/2021
				Check Total:	3,255.50				
MW OH	WELLS FARGO VENOR FIN V010076	APRIL NS COPIER LEASE PMT	104071-6301 Special Department Supplies	AP041521	188.36	5014461571		00107645	04/15/2021
				Check Total:	188.36				
MW OH	BEST CONTRACTING V010594	RETENTION PAYMENT	305002-6185 Construction Services	AP042221	8,235.00	16135	P11906	00107646	04/23/2021
MW OH	BEST CONTRACTING V010594	RETENTION PAYMENT	795002-6185 Construction Services	AP042221	1,741.77	16135	P11906	00107646	04/23/2021
				Check Total:	9,976.77				
MW OH	AFTERMATH SERVICES LLC	BIO-HAZARD CLEANING SVS	103043-6099	AP042321	375.00	JC2021-6564		00107647	04/23/2021

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	V009949		Professional Services						
				Check Total:	375.00				
MW OH	ALL CITY MANAGEMENT V000005	3/7-20 CROSSING GUARD SVS	103047-6290 Dept. Contract Services	AP042321	3,267.22	69609	P11942	00107648	04/23/2021
MW OH	ALL CITY MANAGEMENT V000005	3/21-4/3 CROSSING GUARD SVS	103047-6290 Dept. Contract Services	AP042321	1,633.61	69836	P11942	00107648	04/23/2021
				Check Total:	4,900.83				
MW OH	ALLIANCE BUSINESS V011660	APRIL FD DEDICATED INTERNET	109595-6215 Telephone	AP042321	1,364.14	1209645		00107649	04/23/2021
				Check Total:	1,364.14				
MW OH	ANAHEIM FULLERTON V006631	FEB TOWING SERVICES	103047-6181 Towing Services	AP042321	185.00	21-0201-1658		00107650	04/23/2021
MW OH	ANAHEIM FULLERTON V006631	FEB TOWING SERVICES	103047-6181 Towing Services	AP042321	185.00	21-0201-1674		00107650	04/23/2021
MW OH	ANAHEIM FULLERTON V006631	FEB TOWING SERVICES	103047-6181 Towing Services	AP042321	185.00	21-0209-1913		00107650	04/23/2021
MW OH	ANAHEIM FULLERTON V006631	FEB TOWING SERVICES	103047-6181 Towing Services	AP042321	101.75	21-0213-2062		00107650	04/23/2021
MW OH	ANAHEIM FULLERTON V006631	FEB TOWING SERVICES	103047-6181 Towing Services	AP042321	101.75	21-0217-2158		00107650	04/23/2021
MW OH	ANAHEIM FULLERTON V006631	FEB TOWING SERVICES	103047-6181 Towing Services	AP042321	185.00	21-0220-2270		00107650	04/23/2021
MW OH	ANAHEIM FULLERTON V006631	FEB TOWING SERVICES	103047-6181 Towing Services	AP042321	185.00	21-0220-2276		00107650	04/23/2021
MW OH	ANAHEIM FULLERTON V006631	FEB TOWING SERVICES	103047-6181 Towing Services	AP042321	101.75	21-0221-2289		00107650	04/23/2021
MW OH	ANAHEIM FULLERTON V006631	FEB TOWING SERVICES	103047-6181 Towing Services	AP042321	101.75	21-0221-2291		00107650	04/23/2021
MW OH	ANAHEIM FULLERTON	FEB TOWING SERVICES	103047-6181	AP042321	101.75	21-0222-2298		00107650	04/23/2021

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	V006631		Towing Services						
MW OH	ANAHEIM FULLERTON V006631	FEB TOWING SERVICES	103047-6181 Towing Services	AP042321	185.00	21-0223-2351		00107650	04/23/2021
MW OH	ANAHEIM FULLERTON V006631	FEB TOWING SERVICES	103047-6181 Towing Services	AP042321	101.75	21-0224-2356		00107650	04/23/2021
MW OH	ANAHEIM FULLERTON V006631	FEB TOWING SERVICES	103047-6181 Towing Services	AP042321	185.00	21-0228-2455		00107650	04/23/2021
				Check Total:	1,905.50				
MW OH	ANAHEIM SCREEN & GLASS V010390	INSTALL OFFICE WINDOWS	795107-6185 Construction Services	AP042321	3,687.42	40123	P11984	00107651	04/23/2021
				Check Total:	3,687.42				
MW OH	AT&T V004144	FEB-APRIL WATER CHARGES	109595-6335 Water	AP042321	4,446.34	040221		00107652	04/23/2021
MW OH	AT&T V004144	MARCH-APRIL PHONE CHARGES	109595-6215 Telephone	AP042321	4,500.98	040621		00107652	04/23/2021
MW OH	AT&T V004144	MARCH-APRIL PHONE CHARGES	296561-6215 Telephone	AP042321	559.72	040621		00107652	04/23/2021
				Check Total:	9,507.04				
MW OH	AT&T V007715	APRIL FD STN 1 PHONE LINES	109595-6215 Telephone	AP042321	64.67	STA1 APR 2		00107653	04/23/2021
MW OH	AT&T V007715	APRIL FD STN 2 PHONE LINES	109595-6215 Telephone	AP042321	64.67	STA2 APR 21		00107653	04/23/2021
				Check Total:	129.34				
MW OH	AT&T MOBILITY V011025	3/11-4/10 PW FIRSTNET CHARGES	109595-6215 Telephone	AP042321	1,451.35	17777248		00107654	04/23/2021
				Check Total:	1,451.35				
MW OH	AUTODESK INC V010734	AUTOCAD SYSTEM RENEWAL	101523-6136 Software Maintenance	AP042321	2,820.00	9056458821		00107655	04/23/2021
				Check Total:	2,820.00				

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MW OH	B & M LAWN & GARDEN V000127	EARTH AUGER	103654-6301 Special Department Supplies	AP042321	1,109.75	494663		00107656	04/23/2021
MW OH	B & M LAWN & GARDEN V000127	GATORLINE SPOOL	103654-6301 Special Department Supplies	AP042321	76.32	494664		00107656	04/23/2021
Check Total:					1,186.07				
MW OH	BEAR ELECTRICAL V010997	JAN RESPONSE SIGNAL MAINT	103590-6099 Professional Services	AP042321	6,706.50	12131R	P11754	00107657	04/23/2021
MW OH	BEAR ELECTRICAL V010997	JAN RESPONSE SIGNAL MAINT	103590-6099 / 21010-6099 Professional Services	AP042321	17.50	12131R	P11754	00107657	04/23/2021
MW OH	BEAR ELECTRICAL V010997	JAN RESPONSE SIGNAL MAINT	103590-6099 / 21009-6099 Professional Services	AP042321	57.50	12131R	P11754	00107657	04/23/2021
MW OH	BEAR ELECTRICAL V010997	JAN RESPONSE SIGNAL MAINT	103590-6099 / 21011-6099 Professional Services	AP042321	80.00	12131R	P11754	00107657	04/23/2021
Check Total:					6,861.50				
MW OH	BIGGS CARDOSA V010461	FEB ENGINEERING SVS	331801-6185 Construction Services	AP042321	418.55	80934	P11852	00107658	04/23/2021
Check Total:					418.55				
MW OH	CALIFORNIA FORENSIC V000232	MARCH PD BLOOD DRAWS	103040-6055 Medical Services	AP042321	453.20	1579	P11791	00107659	04/23/2021
Check Total:					453.20				
MW OH	CALIFORNIA POLICE CHIEFS V000196	BECOMING A PD CHIEF REG	103040-6250 Staff Training	AP042321	575.00	042121 BUTTS		00107660	04/23/2021
Check Total:					575.00				
MW OH	CALIFORNIA STATE V006510	FEB 2020 CSUFPD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP042321	261.63	20-0119		00107661	04/23/2021
MW OH	CALIFORNIA STATE V006510	FEB 2020 CSUFPD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP042321	411.62	20-0158		00107661	04/23/2021
MW OH	CALIFORNIA STATE V006510	FEB 2020 CSUFPD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP042321	527.50	20-0172		00107661	04/23/2021

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MW OH	CALIFORNIA STATE V006510	FEB 2020 CSUFPD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP042321	527.50	20-0180		00107661	04/23/2021
MW OH	CALIFORNIA STATE V006510	FEB 2020 CSUFPD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP042321	110.00	20-0181		00107661	04/23/2021
Check Total:					1,838.25				
MW OH	CARRANZA, CATHY V008766	SPORTS DAY CATERING SVS	109595-6301 Special Department Supplies	AP042321	1,200.00	04.13.21		00107662	04/23/2021
Check Total:					1,200.00				
MW OH	CELLEBRITE USA INC V008838	UFED 4PC ULTIMATE RENEWAL	103042-6290 Dept. Contract Services	AP042321	4,300.00	INVUS228336		00107663	04/23/2021
Check Total:					4,300.00				
MW OH	CITY OF BREA V000125	BLDG DEPT FORMS	102532-6315 Office Supplies	AP042321	903.57	ASCS001632		00107664	04/23/2021
Check Total:					903.57				
MW OH	CLEAR CHOICE LIEN SALES MARCH LIEN SERVICES V005847		103047-6182 Lien Services	AP042321	25.00	105 3/8/21		00107665	04/23/2021
MW OH	CLEAR CHOICE LIEN SALES MARCH LIEN SERVICES V005847		103047-6182 Lien Services	AP042321	25.00	110 3/15/21		00107665	04/23/2021
MW OH	CLEAR CHOICE LIEN SALES MARCH LIEN SERVICES V005847		103047-6182 Lien Services	AP042321	25.00	114 3/18/21		00107665	04/23/2021
MW OH	CLEAR CHOICE LIEN SALES MARCH LIEN SERVICES V005847		103047-6182 Lien Services	AP042321	150.00	119 3/25/21		00107665	04/23/2021
MW OH	CLEAR CHOICE LIEN SALES MARCH LIEN SERVICES V005847		103047-6182 Lien Services	AP042321	15.00	6306 3/18/21		00107665	04/23/2021
MW OH	CLEAR CHOICE LIEN SALES MARCH LIEN SERVICES V005847		103047-6182 Lien Services	AP042321	30.00	6307 3/18/21		00107665	04/23/2021
Check Total:					270.00				
MW OH	COLANTUONO HIGHSMITH & MARCH LITIGATION SVS V009754		101005-6006 Litigation	AP042321	120.45	47380		00107666	04/23/2021

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				Check Total:	120.45				
MW OH	COLOSO, EMANUEL V011469	FACILITY RENTAL REFUND	100000-4385 / 79348-4385 Facility Rental	AP042321	150.00	2002764.002A		00107667	04/23/2021
				Check Total:	150.00				
MW OH	COUNTY OF ORANGE V000715	APR-JUNE 800MHZ COSTS	103043-6137 Repair Maint/Equipment	AP042321	11,465.00	SC12759	P11881	00107668	04/23/2021
				Check Total:	11,465.00				
MW OH	D PREP LCC V006692	OFFICE INVOLVED SHOOTING REG	213041-6250 Staff Training	AP042321	249.00	OIS20210222-23		00107669	04/23/2021
				Check Total:	249.00				
MW OH	DATA TICKET INC. V006119	MAR CODE CITATION PROCESSING	102533-6290 Dept. Contract Services	AP042321	865.00	123550		00107670	04/23/2021
				Check Total:	865.00				
MW OH	DDL TRAFFIC INC V011348	UNIT 1 GPS OPTICOM	796118-6840 Machinery & Equipment	AP042321	3,306.00	7436		00107671	04/23/2021
				Check Total:	3,306.00				
MW OH	DLW CONSULTING & V011427	MARCH FD BACKGROUND CHECKS	103066-6290 Dept. Contract Services	AP042321	3,600.00	PFLS 2021-01	P11858	00107672	04/23/2021
MW OH	DLW CONSULTING & V011427	APRIL FD BACKGROUND CHECKS	103066-6290 Dept. Contract Services	AP042321	3,600.00	PFLS 2021-02	P11858	00107672	04/23/2021
				Check Total:	7,200.00				
MW OH	ENTERPRISE FLEET V003312	APR PD VEHICLE LEASE PMT	103042-6165 / 50070-6165 Vehicle Rental	AP042321	1,877.36	FBN4175428	P11818	00107673	04/23/2021
MW OH	ENTERPRISE FLEET V003312	APR CHIEF'S VEHICLE LEASE PMT	798105-6165 Vehicle Rental	AP042321	688.29	FBN4175428	P11818	00107673	04/23/2021
				Check Total:	2,565.65				
MW OH	ESTRADA, REYNALDO V011936	DEMO BOND REFUND	0044-2033 Construction & Demo Deposit	AP042321	100.00	30-21-020		00107674	04/23/2021
				Check Total:	100.00				

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MW OH	FAIRWAY FORD V000376	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP042321	65.82	262123	P11854	00107675	04/23/2021
MW OH	FAIRWAY FORD V000376	FUEL PIPE	103658-6134 Vehicle Repair & Maintenance	AP042321	158.96	262130	P11854	00107675	04/23/2021
Check Total:					224.78				
MW OH	FIFTH AVENUE CLEANERS V010431	MARCH PD DRY CLEANING SVS	103040-6290 Dept. Contract Services	AP042321	549.84	MARCH 21		00107676	04/23/2021
Check Total:					549.84				
MW OH	GALLS LLC V000438	PD UNIFORMS	103041-6360 Uniforms	AP042321	398.80	016292310		00107677	04/23/2021
MW OH	GALLS LLC V000438	DISPATCH UNIFORMS	101515-6360 Uniforms	AP042321	275.38	017791335	P11992	00107677	04/23/2021
MW OH	GALLS LLC V000438	DISPATCH UNIFORMS	101515-6360 Uniforms	AP042321	195.75	017803049	P11992	00107677	04/23/2021
MW OH	GALLS LLC V000438	DISPATCH UNIFORMS	101515-6360 Uniforms	AP042321	121.78	017820227	P11992	00107677	04/23/2021
MW OH	GALLS LLC V000438	DISPATCH UNIFORMS	101515-6360 Uniforms	AP042321	69.60	0178387418	P11992	00107677	04/23/2021
MW OH	GALLS LLC V000438	DISPATCH UNIFORMS	101515-6360 Uniforms	AP042321	81.04	017847384	P11992	00107677	04/23/2021
MW OH	GALLS LLC V000438	DISPATCH UNIFORMS	101515-6360 Uniforms	AP042321	65.25	017849512	P11992	00107677	04/23/2021
MW OH	GALLS LLC V000438	DISPATCH UNIFORMS	101515-6360 Uniforms	AP042321	988.32	017857905	P11992	00107677	04/23/2021
MW OH	GALLS LLC V000438	DISPATCH UNIFORMS	101515-6360 Uniforms	AP042321	81.06	017954809	P11992	00107677	04/23/2021
MW OH	GALLS LLC V000438	DISPATCH UNIFORMS	101515-6360 Uniforms	AP042321	804.74	017965881	P11992	00107677	04/23/2021
Check Total:					3,081.72				
MW OH	GEOCON WEST INC	GEOTECH ENGINEERING SVS	109595-6999	AP042321	11,193.25	721030149	P11949	00107678	04/23/2021

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	V011765		Other Expenditure						
				Check Total:	11,193.25				
MW OH	GLASBY MAINT. SUPPLY COJANITORIAL SUPPLIES V000445		103654-6130 Repair & Maint/Facilities	AP042321	269.22	314107A	P11855	00107679	04/23/2021
MW OH	GLASBY MAINT. SUPPLY CODISINFECTANT CLEANER V000445		103654-6130 / 50500-6301 Repair & Maint/Facilities	AP042321	261.00	314315A	P11855	00107679	04/23/2021
MW OH	GLASBY MAINT. SUPPLY COJANITORIAL SUPPLIES V000445		103654-6130 Repair & Maint/Facilities	AP042321	1,313.96	314315A	P11855	00107679	04/23/2021
MW OH	GLASBY MAINT. SUPPLY COJANITORIAL SUPPLIES V000445		103654-6130 Repair & Maint/Facilities	AP042321	279.29	314538A	P11855	00107679	04/23/2021
				Check Total:	2,123.47				
MW OH	GST V009410	FD PHONE SYSTEM CABLE DROPS	675105-6185 Construction Services	AP042321	12,621.26	INV60114	P12014	00107680	04/23/2021
				Check Total:	12,621.26				
MW OH	HALO CONFIDENTIAL V011712	MARCH PD BACKGROUND CHECKS	103040-6290 Dept. Contract Services	AP042321	2,830.00	0174	P11861	00107681	04/23/2021
				Check Total:	2,830.00				
MW OH	HEALTHPOINTE MEDICAL V010713	MAR PRE-EMPLOYMENT EXAMS	101512-6099 Professional Services	AP042321	1,410.00	30601-3489756		00107682	04/23/2021
				Check Total:	1,410.00				
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	296561-6130 Repair & Maint/Facilities	AP042321	1,789.69	4565421-00		00107683	04/23/2021
				Check Total:	1,789.69				
MW OH	JMDIAZ INC V011920	MAR QUIET ZONE CONSULTANT SVS	03551-6099 Professional Services	AP042321	2,425.13	002 (21-056)	P11993	00107684	04/23/2021
				Check Total:	2,425.13				
MW OH	JOHN L HUNTER & V009056	FEB NPDES CONSULTING SVS	103593-6099 Professional Services	AP042321	3,127.50	PLA1MS412102	P11931	00107685	04/23/2021
				Check Total:	3,127.50				

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MW OH	KEYSER MARSTON V010468	GROUND LEASE ANALYSIS	101511-6001 Management Consulting Services	AP042321	2,227.50	0035499		00107686	04/23/2021
				Check Total:	2,227.50				
MW OH	KOA CORPORATION V006654	MAR ENGINEERING DESIGN SVS	181101-6185 Construction Services	AP042321	14,605.53	JC03080-5	P11911	00107687	04/23/2021
				Check Total:	14,605.53				
MW OH	KOA HILLS CONSULTING LLC V011519	029-4/1 CONSULTING SVS	796103-6840 Machinery & Equipment	AP042321	1,312.50	7871	P11793	00107688	04/23/2021
MW OH	KOA HILLS CONSULTING LLC V011519	05-9 CONSULTING SVS	796103-6840 Machinery & Equipment	AP042321	1,268.75	7894	P11793	00107688	04/23/2021
				Check Total:	2,581.25				
MW OH	KOSMONT COMPANIES V006131	MARCH SA CONSULTING SVS	547525-6099 Professional Services	AP042321	951.60	1502.9-061	P11970	00107689	04/23/2021
				Check Total:	951.60				
MW OH	LAE ASSOCIATES INC V011942	BUSINESS LICENSE REFUND	100000-4101 Gross Receipts	AP042321	1,093.40	042121		00107690	04/23/2021
				Check Total:	1,093.40				
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS	103043-6360 Uniforms	AP042321	124.67	INV474420		00107691	04/23/2021
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS	103043-6360 Uniforms	AP042321	404.14	INV475489		00107691	04/23/2021
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS	103041-6360 Uniforms	AP042321	474.64	INV477547		00107691	04/23/2021
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS	103042-6360 Uniforms	AP042321	181.62	INV479029		00107691	04/23/2021
				Check Total:	1,185.07				
MW OH	LRM ASSOCIATES INC V011764	CONSTRUCTION DOCUMENTS	795106-6185 Construction Services	AP042321	4,000.00	92972	P12009	00107692	04/23/2021
				Check Total:	4,000.00				

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MW OH	LYNCH EMS V011542	APRIL PARAMEDIC SERVICES	101516-6290 Dept. Contract Services	AP042321	81,250.00	21-7709	P11730	00107693	04/23/2021
				Check Total:	81,250.00				
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP042321	50.50	67982		00107694	04/23/2021
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP042321	136.55	68000		00107694	04/23/2021
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP042321	32.07	68014		00107694	04/23/2021
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	102532-6315 Office Supplies	AP042321	21.77	68033		00107694	04/23/2021
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	102531-6315 Office Supplies	AP042321	7.01	68033		00107694	04/23/2021
MW OH	OFFICE INDUSTRIES V007477	PAPER	109595-6315 Office Supplies	AP042321	236.53	68063		00107694	04/23/2021
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP042321	12.75	B68000-1		00107694	04/23/2021
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	102532-6315 Office Supplies	AP042321	12.04	B68024-1		00107694	04/23/2021
				Check Total:	509.22				
MW OH	ORIGINAL HEMS V011450	PD UNIFORM ALTERATIONS	103047-6360 Uniforms	AP042321	12.00	132094		00107695	04/23/2021
				Check Total:	12.00				
MW OH	PACIFIC EMBROIDERY V008348	DEV SERVICES SHIRTS	102531-6360 Uniforms	AP042321	242.18	79665		00107696	04/23/2021
				Check Total:	242.18				
MW OH	PERRIN, PAUL L V010648	PRE-EMPLOYMENT POLYGRAPH	103040-6099 Professional Services	AP042321	235.00	21-04		00107697	04/23/2021
				Check Total:	235.00				

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MW OH	PLACENTIA YORBA LINDA V000794	ENVELOPES W/CITY LOGO	109595-6315 Office Supplies	AP042321	668.00	82PI0261		00107698	04/23/2021
				Check Total:	668.00				
MW OH	POWERSTRIDE BATTERY COBATTERIES V000785		103658-6134 Vehicle Repair & Maintenance	AP042321	215.49	C 554162		00107699	04/23/2021
				Check Total:	215.49				
MW OH	REPUBLIC WASTE SERVICES V007205	MARCH REFUSE COLLECTION SVS	374386-6101 Disposal	AP042321	275,812.74	676-004389633	P11830	00107700	04/23/2021
				Check Total:	275,812.74				
MW OH	SIRCHIE V000936	DRYING CABINET FILTERS	103043-6301 Special Department Supplies	AP042321	1,786.97	0486470-IN		00107701	04/23/2021
				Check Total:	1,786.97				
MW OH	SOUTHERN CALIFORNIA V000910	MAR-APR ELECTRICAL CHARGES	109595-6330 / 21009-6330 Electricity	AP042321	87.50	041321		00107702	04/23/2021
MW OH	SOUTHERN CALIFORNIA V000910	MAR-APR ELECTRICAL CHARGES	296561-6330 Electricity	AP042321	1,277.78	041321		00107702	04/23/2021
MW OH	SOUTHERN CALIFORNIA V000910	MAR-APR ELECTRICAL CHARGES	109595-6330 / 21012-6330 Electricity	AP042321	19.76	041321		00107702	04/23/2021
MW OH	SOUTHERN CALIFORNIA V000910	MAR-APR ELECTRICAL CHARGES	109595-6330 Electricity	AP042321	4,946.47	041321		00107702	04/23/2021
MW OH	SOUTHERN CALIFORNIA V000910	MAR-APR ELECTRICAL CHARGES	109595-6330 / 21011-6330 Electricity	AP042321	120.18	041321		00107702	04/23/2021
MW OH	SOUTHERN CALIFORNIA V000910	MAR-APR ELECTRICAL CHARGES	109595-6330 / 21010-6330 Electricity	AP042321	94.74	041321		00107702	04/23/2021
				Check Total:	6,546.43				
MW OH	SPARKLETTS V000967	MARCH SR CTR COFFEE, WATER SVS	09595-6301 Special Department Supplies	AP042321	367.83	14974536 033121		00107703	04/23/2021
				Check Total:	367.83				
MW OH	TANGO TANGO INC	RADIO INTEGRATION APP	103042-6301	AP042321	645.00	2462		00107704	04/23/2021

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	V011054		Special Department Supplies						
				Check Total:	645.00				
MW OH	TRANSUNION RISK & V009317	MARCH PD DATABASE	103042-6290 Dept. Contract Services	AP042321	170.30	4951-202103-1		00107705	04/23/2021
				Check Total:	170.30				
MW OH	TRILLIUM CNG (1720) V007952	MARCH CNG FUEL COSTS	103658-6345 Gasoline & Diesel Fuel	AP042321	172.19	21407456		00107706	04/23/2021
				Check Total:	172.19				
MW OH	TURBO DATA SYSTEMS INC V001238	MARCH PD CITATION PROCESSING	103047-6290 Dept. Contract Services	AP042321	743.38	34737	P11801	00107707	04/23/2021
				Check Total:	743.38				
MW OH	UNITED RENTALS NORTH V001082	CONCRETE MIX	103652-6301 Special Department Supplies	AP042321	388.00	192471563-001		00107708	04/23/2021
MW OH	UNITED RENTALS NORTH V001082	CONCRETE MIX	103652-6301 Special Department Supplies	AP042321	356.07	192719049-001		00107708	04/23/2021
				Check Total:	744.07				
MW OH	US BANK ST PAUL V010025	2020A PENSION BOND INTEREST	825525-6915 Interest/Bonds/COP's/Leases	AP042321	1,118,005.27	1750623		00107709	04/23/2021
				Check Total:	1,118,005.27				
MW OH	V & V MANUFACTURING INC V010393	CHIEF BADGES	103040-6299 Other Purchased Services	AP042321	232.97	51893		00107710	04/23/2021
				Check Total:	232.97				
MW OH	WATERLOGIC AMERICAS LLC V010708	APRIL PD WATER SVS	103041-6301 Special Department Supplies	AP042321	97.07	582731		00107711	04/23/2021
				Check Total:	97.07				
MW OH	WEST COAST ARBORISTS INC V001124	6/16-31 RESIDENT TREE MAINT	0044-2039 Tree Trimming Deposits	AP042321	390.00	170896		00107712	04/23/2021
				Check Total:	390.00				
MW OH	WEST COAST LIGHTS & SIRENS	UNIT 88 OUTFITTING	103041-6137	AP042321	4,766.16	21174		00107713	04/23/2021

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	V006106		Repair Maint/Equipment					
MW OH	WEST COAST LIGHTS & SIRENS V006106	REPLACE UNIT 4 LIGHTBAR	213041-6137 Repair Maint/Equipment	AP042321	1,103.95 21186		00107713	04/23/2021
MW OH	WEST COAST LIGHTS & SIRENS V006106	SWAT TRUCK OUTFITTING	798004-6842 Vehicles	AP042321	10,505.62 21146	P11850	00107713	04/23/2021
Check Total:					16,375.73			
MW OH	YORBA LINDA FEED STORE V003242	K9 DOG FOOD	103041-6301 Special Department Supplies	AP042321	128.20 756167		00107714	04/23/2021
MW OH	YORBA LINDA FEED STORE V003242	K9 DOG FOOD	103041-6301 Special Department Supplies	AP042321	127.12 756824		00107714	04/23/2021
Check Total:					255.32			
MW OH	YORBA LINDA WATER V001148	MAR-APR WATER CHARGES	109595-6335 Water	AP042321	341.22 040521		00107715	04/23/2021
Check Total:					341.22			
MW OH	AT&T V004144	MARCH-APRIL PHONE CHARGES	109595-6215 Telephone	AP042421	4,500.98 040621A		00107716	04/23/2021
MW OH	AT&T V004144	MARCH-APRIL PHONE CHARGES	296561-6215 Telephone	AP042421	559.72 040621A		00107716	04/23/2021
Check Total:					5,060.70			
MW OH	GOLDEN STATE WATER V000928	FEB-APRIL WATER CHARGES	109595-6335 Water	AP042421	4,446.34 040221A		00107717	04/23/2021
Check Total:					4,446.34			
MW OH	CALIFORNIA STATE V004813	PE 04/17/21 PD 04/23/21	0029-2196 Garnishments W/H	PY21008	9.23 2700/2101008		00107718	04/27/2021
MW OH	CALIFORNIA STATE V004813	PE 04/17/21 PD 04/23/21	0010-2196 Garnishments W/H	PY21008	1,544.75 2700/2101008		00107718	04/27/2021
MW OH	CALIFORNIA STATE V004813	PE 04/17/21 PD 04/23/21	0048-2196 Garnishments W/H	PY21008	46.15 2700/2101008		00107718	04/27/2021
MW OH	CALIFORNIA STATE	PE 04/17/21 PD 04/23/21	0037-2196	PY21008	69.23 2700/2101008		00107718	04/27/2021

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	V004813		Garnishments W/H						
				Check Total:	1,669.36				
MW OH	FRANCHISE TAX BOARD V000404	PE 04/17/21 PD 04/23/21	0010-2196 Garnishments W/H	PY21008	1,055.08	2710/2101008		00107719	04/27/2021
				Check Total:	1,055.08				
MW OH	ORANGE COUNTY V000699	PE 04/17/21 PD 04/23/21	0029-2176 PCEA/OCEA Assoc Dues	PY21008	6.44	2610/2101008		00107720	04/27/2021
MW OH	ORANGE COUNTY V000699	PE 04/17/21 PD 04/23/21	0076-2176 PCEA/OCEA Assoc Dues	PY21008	1.31	2610/2101008		00107720	04/27/2021
MW OH	ORANGE COUNTY V000699	PE 04/17/21 PD 04/23/21	0054-2176 PCEA/OCEA Assoc Dues	PY21008	2.20	2610/2101008		00107720	04/27/2021
MW OH	ORANGE COUNTY V000699	PE 04/17/21 PD 04/23/21	0048-2176 PCEA/OCEA Assoc Dues	PY21008	14.46	2610/2101008		00107720	04/27/2021
MW OH	ORANGE COUNTY V000699	PE 04/17/21 PD 04/23/21	0010-2176 PCEA/OCEA Assoc Dues	PY21008	406.86	2610/2101008		00107720	04/27/2021
MW OH	ORANGE COUNTY V000699	PE 04/17/21 PD 04/23/21	0037-2176 PCEA/OCEA Assoc Dues	PY21008	1.63	2610/2101008		00107720	04/27/2021
				Check Total:	432.90				
MW OH	PCEA C/O NORTH ORANGE V000679	CRE 04/17/21 PD 04/23/21	0029-2176 PCEA/OCEA Assoc Dues	PY21008	0.67	2615/2101008		00107721	04/27/2021
MW OH	PCEA C/O NORTH ORANGE V000679	CRE 04/17/21 PD 04/23/21	0010-2176 PCEA/OCEA Assoc Dues	PY21008	42.29	2615/2101008		00107721	04/27/2021
MW OH	PCEA C/O NORTH ORANGE V000679	CRE 04/17/21 PD 04/23/21	0076-2176 PCEA/OCEA Assoc Dues	PY21008	0.14	2615/2101008		00107721	04/27/2021
MW OH	PCEA C/O NORTH ORANGE V000679	CRE 04/17/21 PD 04/23/21	0037-2176 PCEA/OCEA Assoc Dues	PY21008	0.17	2615/2101008		00107721	04/27/2021
MW OH	PCEA C/O NORTH ORANGE V000679	CRE 04/17/21 PD 04/23/21	0054-2176 PCEA/OCEA Assoc Dues	PY21008	0.23	2615/2101008		00107721	04/27/2021
MW OH	PCEA C/O NORTH ORANGE V000679	CRE 04/17/21 PD 04/23/21	0048-2176	PY21008	1.50	2615/2101008		00107721	04/27/2021

**City of Placentia
Check Register
For 04/27/2021**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000679		PCEA/OCEA Assoc Dues						
				Check Total:	45.00				
MW OH	VANTAGEPOINT TRANSFER PE 04/17/21 PD 04/23/21 V007191		0010-2170 Deferred Comp Payable - ICMA	PY21008	1,637.41	2606/2101008		00107722	04/27/2021
MW OH	VANTAGEPOINT TRANSFER PE 04/17/21 PD 04/23/21 V007191		0054-2170 Deferred Comp Payable - ICMA	PY21008	8.31	2606/2101008		00107722	04/27/2021
MW OH	VANTAGEPOINT TRANSFER PE 04/17/21 PD 04/23/21 V007191		0029-2170 Deferred Comp Payable - ICMA	PY21008	200.33	2606/2101008		00107722	04/27/2021
MW OH	VANTAGEPOINT TRANSFER PE 04/17/21 PD 04/23/21 V007191		0076-2170 Deferred Comp Payable - ICMA	PY21008	1.57	2606/2101008		00107722	04/27/2021
MW OH	VANTAGEPOINT TRANSFER PE 04/17/21 PD 04/23/21 V007191		0061-2170 Deferred Comp Payable - ICMA	PY21008	1.97	2606/2101008		00107722	04/27/2021
MW OH	VANTAGEPOINT TRANSFER PE 04/17/21 PD 04/23/21 V007191		0037-2170 Deferred Comp Payable - ICMA	PY21008	30.06	2606/2101008		00107722	04/27/2021
MW OH	VANTAGEPOINT TRANSFER PE 04/17/21 PD 04/23/21 V007191		0048-2170 Deferred Comp Payable - ICMA	PY21008	112.67	2606/2101008		00107722	04/27/2021
MW OH	VANTAGEPOINT TRANSFER PE 04/17/21 PD 04/23/21 V007191		0050-2170 Deferred Comp Payable - ICMA	PY21008	2.36	2606/2101008		00107722	04/27/2021
MW OH	VANTAGEPOINT TRANSFER PE 04/17/21 PD 04/23/21 V007191		0010-2170 Deferred Comp Payable - ICMA	PY21008	1,138.07	2608/2101008		00107722	04/27/2021
MW OH	VANTAGEPOINT TRANSFER PE 04/17/21 PD 04/23/21 V007191		0050-2170 Deferred Comp Payable - ICMA	PY21008	24.18	2608/2101008		00107722	04/27/2021
MW OH	VANTAGEPOINT TRANSFER PE 04/17/21 PD 04/23/21 V007191		0048-2170 Deferred Comp Payable - ICMA	PY21008	9.41	2608/2101008		00107722	04/27/2021
MW OH	VANTAGEPOINT TRANSFER PE 04/17/21 PD 04/23/21 V007191		0054-2170 Deferred Comp Payable - ICMA	PY21008	9.41	2608/2101008		00107722	04/27/2021
MW OH	VANTAGEPOINT TRANSFER PE 04/17/21 PD 04/23/21 V007191		0037-2170 Deferred Comp Payable - ICMA	PY21008	13.17	2608/2101008		00107722	04/27/2021
MW OH	VANTAGEPOINT TRANSFER PE 04/17/21 PD 04/23/21 V007191		0010-2170 Deferred Comp Payable - ICMA	PY21008	119.98	2609/2101008		00107722	04/27/2021

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For 04/27/2021

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	VANTAGEPOINT TRANSFER PE 04/17/21 PD 04/23/21 V007191		0048-2170 Deferred Comp Payable - ICMA	PY21008	6.62	2609/2101008		00107722	04/27/2021
MW OH	VANTAGEPOINT TRANSFER PE 04/17/21 PD 04/23/21 V007191		0037-2170 Deferred Comp Payable - ICMA	PY21008	9.27	2609/2101008		00107722	04/27/2021
MW OH	VANTAGEPOINT TRANSFER PE 04/17/21 PD 04/23/21 V007191		0054-2170 Deferred Comp Payable - ICMA	PY21008	6.62	2609/2101008		00107722	04/27/2021
Check Total:					3,331.41				
Type Total:					2,905,590.47				
Check Total:					2,905,590.47				

City of Placentia
Electronic Disbursement Register
For 05/03/2021

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
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Grand Total: 415,316.37

<u>EDR Totals by ID</u>	
AP	0.00
EP	415,316.37
IP	0.00
OP	0.00

Fund Name	<u>EDR Totals by Fund</u>
101-General Fund (0010)	331,702.17
208-Sccssr Agncy Ret Oblg (0054)	2,453.17
227-Explorer Grant NOC (0076)	193.85
228-NOC-Public Safety Grant(0061)	5,101.72
229-Comm Trans Hous Grant (0062)	248.21
265-Landscape Maintenance (0029)	1,249.96
275-Sewer Maintenance (0048)	5,165.48
280-Misc Grants Fund (0050)	1,224.89
501-Refuse Administration (0037)	3,024.83
601-Employee Health & Wlfre (0039)	64,952.09

Void Total: 0.00
EDR Total: 415,316.37

Electronic Disbursement Sub Totals: 415,316.37

ACH Payroll Direct Deposit for 04/23/2021: 454,956.69

Electronic Disbursement Total: 870,273.06

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

City of Placentia
Electronic Disbursement Register
For 04/28/2021

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	AMERICAN FIDELITY V010011	FSA P/E 4/17 PD 4/23	0010-2188 Health Care SSA	ACH042621	692.00	6000550A		00014498	04/27/2021
EP	AMERICAN FIDELITY V010011	FSA P/E 4/17 PD 4/23	0054-2188 Health Care SSA	ACH042621	5.82	6000550A		00014498	04/27/2021
EP	AMERICAN FIDELITY V010011	FSA P/E 4/17 PD 4/23	0010-2190 Dependent Care SSA	ACH042621	208.33	6000550A		00014498	04/27/2021
EP	AMERICAN FIDELITY V010011	FSA P/E 4/17 PD 4/23	0037-2188 Health Care SSA	ACH042621	9.12	6000550A		00014498	04/27/2021
EP	AMERICAN FIDELITY V010011	FSA P/E 4/17 PD 4/23	0048-2188 Health Care SSA	ACH042621	16.78	6000550A		00014498	04/27/2021
EP	AMERICAN FIDELITY V010011	P/E 4/3,4/17 PD 4/9,4/23	0048-2155 Per Sec Plan - Opt. Life	ACH042621	143.26	D293087		00014498	04/27/2021
EP	AMERICAN FIDELITY V010011	P/E 4/3,4/17 PD 4/9,4/23	0048-2155 Per Sec Plan - Opt. Life	ACH042621	16.25	D293087		00014498	04/27/2021
EP	AMERICAN FIDELITY V010011	P/E 4/3,4/17 PD 4/9,4/23	0037-2155 Per Sec Plan - Opt. Life	ACH042621	18.00	D293087		00014498	04/27/2021
EP	AMERICAN FIDELITY V010011	P/E 4/3,4/17 PD 4/9,4/23	0029-2155 Per Sec Plan - Opt. Life	ACH042621	14.90	D293087		00014498	04/27/2021
EP	AMERICAN FIDELITY V010011	P/E 4/3,4/17 PD 4/9,4/23	0010-2155 Per Sec Plan - Opt. Life	ACH042621	2,065.63	D293087		00014498	04/27/2021
EP	AMERICAN FIDELITY V010011	P/E 4/3,4/17 PD 4/9,4/23	0061-2155 Per Sec Plan - Opt. Life	ACH042621	14.87	D293087		00014498	04/27/2021
EP	AMERICAN FIDELITY V010011	P/E 4/3,4/17 PD 4/9,4/23	395000-2187 Voluntary Plan Life	ACH042621	1,834.94	D293087		00014498	04/27/2021
EP	AMERICAN FIDELITY V010011	P/E 4/3,4/17 PD 4/9,4/23	0076-2155 Per Sec Plan - Opt. Life	ACH042621	1.85	D293087		00014498	04/27/2021
				Check Total:	5,041.75				
EP	EMPLOYMENT V010052	STATE TAX P/E 4/17 PD 4/23	0029-2135 Calif Income Tax W/H	ACH042621	50.82	PR2101008		00014499	04/27/2021
EP	EMPLOYMENT	STATE TAX P/E 4/17 PD 4/23	0037-2135	ACH042621	268.51	PR2101008		00014499	04/27/2021

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Electronic Disbursement Register
For 04/28/2021

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V010052		Calif Income Tax W/H						
EP	EMPLOYMENT V010052	STATE TAX P/E 4/17 PD 4/23	0010-2135 Calif Income Tax W/H	ACH042621	25,391.97	PR2101008		00014499	04/27/2021
EP	EMPLOYMENT V010052	STATE TAX P/E 4/17 PD 4/23	0048-2135 Calif Income Tax W/H	ACH042621	359.15	PR2101008		00014499	04/27/2021
EP	EMPLOYMENT V010052	STATE TAX P/E 4/17 PD 4/23	0076-2135 Calif Income Tax W/H	ACH042621	79.37	PR2101008		00014499	04/27/2021
EP	EMPLOYMENT V010052	STATE TAX P/E 4/17 PD 4/23	0050-2135 Calif Income Tax W/H	ACH042621	210.30	PR2101008		00014499	04/27/2021
EP	EMPLOYMENT V010052	STATE TAX P/E 4/17 PD 4/23	0054-2135 Calif Income Tax W/H	ACH042621	235.86	PR2101008		00014499	04/27/2021
EP	EMPLOYMENT V010052	STATE TAX P/E 4/17 PD 4/23	0061-2135 Calif Income Tax W/H	ACH042621	248.95	PR2101008		00014499	04/27/2021
				Check Total:	26,844.93				
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/17 PD 4/23	0010-2115 Employee Medicare W/H	ACH042621	8,890.44	PR2101008		00014500	04/27/2021
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/17 PD 4/23	0010-2120 Employer Medicare Payable	ACH042621	8,890.44	PR2101008		00014500	04/27/2021
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/17 PD 4/23	0029-2110 Federal Income Tax W/H	ACH042621	196.08	PR2101008		00014500	04/27/2021
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/17 PD 4/23	0029-2115 Employee Medicare W/H	ACH042621	36.94	PR2101008		00014500	04/27/2021
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/17 PD 4/23	0029-2120 Employer Medicare Payable	ACH042621	36.94	PR2101008		00014500	04/27/2021
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/17 PD 4/23	0037-2110 Federal Income Tax W/H	ACH042621	657.96	PR2101008		00014500	04/27/2021
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/17 PD 4/23	0037-2115 Employee Medicare W/H	ACH042621	80.70	PR2101008		00014500	04/27/2021
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/17 PD 4/23	0010-2110 Federal Income Tax W/H	ACH042621	68,316.12	PR2101008		00014500	04/27/2021

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For 04/28/2021

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/17 PD 4/23	0037-2120 Employer Medicare Payable	ACH042621	80.70	PR2101008		00014500	04/27/2021
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/17 PD 4/23	0062-2120 Employer Medicare Payable	ACH042621	17.87	PR2101008		00014500	04/27/2021
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/17 PD 4/23	0048-2110 Federal Income Tax W/H	ACH042621	997.15	PR2101008		00014500	04/27/2021
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/17 PD 4/23	0048-2115 Employee Medicare W/H	ACH042621	135.09	PR2101008		00014500	04/27/2021
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/17 PD 4/23	0048-2120 Employer Medicare Payable	ACH042621	135.09	PR2101008		00014500	04/27/2021
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/17 PD 4/23	0050-2110 Federal Income Tax W/H	ACH042621	498.62	PR2101008		00014500	04/27/2021
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/17 PD 4/23	0050-2115 Employee Medicare W/H	ACH042621	48.66	PR2101008		00014500	04/27/2021
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/17 PD 4/23	0050-2120 Employer Medicare Payable	ACH042621	48.66	PR2101008		00014500	04/27/2021
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/17 PD 4/23	0054-2110 Federal Income Tax W/H	ACH042621	573.26	PR2101008		00014500	04/27/2021
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/17 PD 4/23	0054-2115 Employee Medicare W/H	ACH042621	64.37	PR2101008		00014500	04/27/2021
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/17 PD 4/23	0054-2120 Employer Medicare Payable	ACH042621	64.37	PR2101008		00014500	04/27/2021
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/17 PD 4/23	0061-2110 Federal Income Tax W/H	ACH042621	675.27	PR2101008		00014500	04/27/2021
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/17 PD 4/23	0061-2115 Employee Medicare W/H	ACH042621	114.04	PR2101008		00014500	04/27/2021
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/17 PD 4/23	0061-2120 Employer Medicare Payable	ACH042621	114.04	PR2101008		00014500	04/27/2021
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/17 PD 4/23	0062-2110 Federal Income Tax W/H	ACH042621	198.35	PR2101008		00014500	04/27/2021

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/17 PD 4/23	0062-2115 Employee Medicare W/H	ACH042621	17.87	PR2101008		00014500	04/27/2021
					Check Total:	90,889.03			
EP	WASHINGTON STATE V011597	P/E 4/17 PD 4/23	0010-2196 Garnishments W/H	ACH042621	521.53	PR2101008		00014501	04/27/2021
					Check Total:	521.53			
EP	ICMA RETIREMENT TRUST V000496	PE 04/17/21 PD 04/23/21	0029-2170 Deferred Comp Payable - ICMA	PY21008	46.74	2995/2101008		00014502	04/27/2021
EP	ICMA RETIREMENT TRUST V000496	PE 04/17/21 PD 04/23/21	0037-2170 Deferred Comp Payable - ICMA	PY21008	166.95	2995/2101008		00014502	04/27/2021
EP	ICMA RETIREMENT TRUST V000496	PE 04/17/21 PD 04/23/21	0048-2170 Deferred Comp Payable - ICMA	PY21008	340.35	2995/2101008		00014502	04/27/2021
EP	ICMA RETIREMENT TRUST V000496	PE 04/17/21 PD 04/23/21	0050-2170 Deferred Comp Payable - ICMA	PY21008	84.86	2995/2101008		00014502	04/27/2021
EP	ICMA RETIREMENT TRUST V000496	PE 04/17/21 PD 04/23/21	0054-2170 Deferred Comp Payable - ICMA	PY21008	162.00	2995/2101008		00014502	04/27/2021
EP	ICMA RETIREMENT TRUST V000496	PE 04/17/21 PD 04/23/21	0010-2170 Deferred Comp Payable - ICMA	PY21008	22,147.02	2995/2101008		00014502	04/27/2021
EP	ICMA RETIREMENT TRUST V000496	PE 04/17/21 PD 04/23/21	0061-2170 Deferred Comp Payable - ICMA	PY21008	557.11	2995/2101008		00014502	04/27/2021
EP	ICMA RETIREMENT TRUST V000496	PE 04/17/21 PD 04/23/21	0076-2170 Deferred Comp Payable - ICMA	PY21008	17.64	2995/2101008		00014502	04/27/2021
					Check Total:	23,522.67			
EP	PLACENTIA FIREFIGHTERS V011878	P/E 4/17 PD 4/23	0010-2178 Placentia Police Assoc Dues	PY21008	665.00	PR2101008		00014503	04/27/2021
					Check Total:	665.00			
EP	PLACENTIA POLICE V000839	PE 04/17/21 PD 04/23/21	0010-2180 Police Mgmt Assn Dues	PY21008	804.14	2625/2101008		00014504	04/27/2021
					Check Total:	804.14			

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Electronic Disbursement Register
For 04/28/2021

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	PLACENTIA POLICE V003519	PE 04/17/21 PD 04/23/21	0010-2178 Placentia Police Assoc Dues	PY21008	2,278.16	2620/2101008		00014505	04/27/2021
EP	PLACENTIA POLICE V003519	PE 04/17/21 PD 04/23/21	0076-2178 Placentia Police Assoc Dues	PY21008	8.87	2620/2101008		00014505	04/27/2021
EP	PLACENTIA POLICE V003519	PE 04/17/21 PD 04/23/21	0050-2178 Placentia Police Assoc Dues	PY21008	46.18	2620/2101008		00014505	04/27/2021
EP	PLACENTIA POLICE V003519	PE 04/17/21 PD 04/23/21	0061-2178 Placentia Police Assoc Dues	PY21008	126.23	2620/2101008		00014505	04/27/2021
Check Total:					2,459.44				
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/3 PD 4/9	0048-2150 Survivor Benefit Package	ACH042721	2.64	PR2101007		00014506	04/28/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/3 PD 4/9	0076-2140 Employee PERS W/H	ACH042721	2.54	PR2101007		00014506	04/28/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/3 PD 4/9	0010-2140 Employee PERS W/H	ACH042721	58,184.27	PR2101007		00014506	04/28/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/3 PD 4/9	0010-2140 Employee PERS W/H	ACH042721	53.52	PR2101007		00014506	04/28/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/3 PD 4/9	0010-2140 Employee PERS W/H	ACH042721	262.68	PR2101007		00014506	04/28/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/3 PD 4/9	0010-2140 Employee PERS W/H	ACH042721	37,343.05	PR2101007		00014506	04/28/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/3 PD 4/9	0048-2195 PERS Uniform	ACH042721	0.68	PR2101007		00014506	04/28/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/3 PD 4/9	0010-2150 Survivor Benefit Package	ACH042721	131.18	PR2101007		00014506	04/28/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/3 PD 4/9	0062-2140 Employee PERS W/H	ACH042721	0.04	PR2101007		00014506	04/28/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/3 PD 4/9	0010-2195 PERS Uniform	ACH042721	29.93	PR2101007		00014506	04/28/2021
EP	CALIFORNIA PUBLIC	PERS P/E 4/3 PD 4/9	0062-2140	ACH042721	6.92	PR2101007		00014506	04/28/2021

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V010053		Employee PERS W/H						
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/3 PD 4/9	0061-2140 Employee PERS W/H	ACH042721	1,001.98	PR2101007		00014506	04/28/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/3 PD 4/9	0029-2140 Employee PERS W/H	ACH042721	262.82	PR2101007		00014506	04/28/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/3 PD 4/9	0029-2140 Employee PERS W/H	ACH042721	169.50	PR2101007		00014506	04/28/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/3 PD 4/9	0061-2140 Employee PERS W/H	ACH042721	579.12	PR2101007		00014506	04/28/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/3 PD 4/9	0029-2150 Survivor Benefit Package	ACH042721	0.90	PR2101007		00014506	04/28/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/3 PD 4/9	0062-2140 Employee PERS W/H	ACH042721	7.16	PR2101007		00014506	04/28/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/3 PD 4/9	0029-2195 PERS Uniform	ACH042721	0.53	PR2101007		00014506	04/28/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/3 PD 4/9	0054-2140 Employee PERS W/H	ACH042721	380.70	PR2101007		00014506	04/28/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/3 PD 4/9	0054-2140 Employee PERS W/H	ACH042721	292.36	PR2101007		00014506	04/28/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/3 PD 4/9	0037-2140 Employee PERS W/H	ACH042721	502.77	PR2101007		00014506	04/28/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/3 PD 4/9	0037-2140 Employee PERS W/H	ACH042721	368.75	PR2101007		00014506	04/28/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/3 PD 4/9	0061-2150 Survivor Benefit Package	ACH042721	1.43	PR2101007		00014506	04/28/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/3 PD 4/9	0037-2150 Survivor Benefit Package	ACH042721	1.14	PR2101007		00014506	04/28/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/3 PD 4/9	0061-2195 PERS Uniform	ACH042721	1.46	PR2101007		00014506	04/28/2021
EP	CALIFORNIA PUBLIC	PERS P/E 4/3 PD 4/9	0054-2150	ACH042721	0.85	PR2101007		00014506	04/28/2021

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	V010053		Survivor Benefit Package						
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/3 PD 4/9	0048-2140 Employee PERS W/H	ACH042721	897.34	PR2101007		00014506	04/28/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/3 PD 4/9	0048-2140 Employee PERS W/H	ACH042721	619.61	PR2101007		00014506	04/28/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/3 PD 4/9	0076-2150 Survivor Benefit Package	ACH042721	0.02	PR2101007		00014506	04/28/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/17 PD 4/23	0010-2140 Employee PERS W/H	ACH042721	36,769.21	PR2101008		00014506	04/28/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/17 PD 4/23	0010-2150 Survivor Benefit Package	ACH042721	121.29	PR2101008		00014506	04/28/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/17 PD 4/23	0010-2195 PERS Uniform	ACH042721	29.97	PR2101008		00014506	04/28/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/17 PD 4/23	0029-2140 Employee PERS W/H	ACH042721	262.85	PR2101008		00014506	04/28/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/17 PD 4/23	0029-2140 Employee PERS W/H	ACH042721	169.53	PR2101008		00014506	04/28/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/17 PD 4/23	0029-2150 Survivor Benefit Package	ACH042721	0.89	PR2101008		00014506	04/28/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/17 PD 4/23	0029-2195 PERS Uniform	ACH042721	0.52	PR2101008		00014506	04/28/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/17 PD 4/23	0037-2140 Employee PERS W/H	ACH042721	501.38	PR2101008		00014506	04/28/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/17 PD 4/23	0037-2140 Employee PERS W/H	ACH042721	367.70	PR2101008		00014506	04/28/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/17 PD 4/23	0037-2150 Survivor Benefit Package	ACH042721	1.15	PR2101008		00014506	04/28/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/17 PD 4/23	0048-2140 Employee PERS W/H	ACH042721	886.76	PR2101008		00014506	04/28/2021
EP	CALIFORNIA PUBLIC	PERS P/E 4/17 PD 4/23	0048-2140	ACH042721	611.99	PR2101008		00014506	04/28/2021

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	V010053		Employee PERS W/H						
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/17 PD 4/23	0048-2150 Survivor Benefit Package	ACH042721	2.63	PR2101008		00014506	04/28/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/17 PD 4/23	0048-2195 PERS Uniform	ACH042721	0.71	PR2101008		00014506	04/28/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/17 PD 4/23	0050-2140 Employee PERS W/H	ACH042721	286.98	PR2101008		00014506	04/28/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/17 PD 4/23	0050-2150 Survivor Benefit Package	ACH042721	0.54	PR2101008		00014506	04/28/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/17 PD 4/23	0050-2195 PERS Uniform	ACH042721	0.09	PR2101008		00014506	04/28/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/17 PD 4/23	0054-2140 Employee PERS W/H	ACH042721	380.55	PR2101008		00014506	04/28/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/17 PD 4/23	0054-2140 Employee PERS W/H	ACH042721	292.18	PR2101008		00014506	04/28/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/17 PD 4/23	0054-2150 Survivor Benefit Package	ACH042721	0.85	PR2101008		00014506	04/28/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/17 PD 4/23	0010-2140 Employee PERS W/H	ACH042721	57,809.08	PR2101008		00014506	04/28/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/17 PD 4/23	0061-2195 PERS Uniform	ACH042721	1.31	PR2101008		00014506	04/28/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/17 PD 4/23	0061-2150 Survivor Benefit Package	ACH042721	1.67	PR2101008		00014506	04/28/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/17 PD 4/23	0061-2140 Employee PERS W/H	ACH042721	683.07	PR2101008		00014506	04/28/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/17 PD 4/23	0076-2140 Employee PERS W/H	ACH042721	83.31	PR2101008		00014506	04/28/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/17 PD 4/23	0061-2140 Employee PERS W/H	ACH042721	2.87	PR2101008		00014506	04/28/2021
EP	CALIFORNIA PUBLIC	PERS P/E 4/17 PD 4/23	0010-2140	ACH042721	97.21	PR2101008		00014506	04/28/2021

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	V010053		Employee PERS W/H						
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/17 PD 4/23	0076-2150 Survivor Benefit Package	ACH042721	0.25	PR2101008		00014506	04/28/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/17 PD 4/23	0061-2140 Employee PERS W/H	ACH042721	978.30	PR2101008		00014506	04/28/2021
				Check Total:	201,450.73				
EP	ALDWIR, MAMOUN E000113	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050321	1,301.00	MAY 2021		00014507	05/03/2021
				Check Total:	1,301.00				
EP	ANDERSON, MARLA E000071	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050321	541.78	MAY 2021		00014508	05/03/2021
				Check Total:	541.78				
EP	ARMSTRONG, JOHN T E000046	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050321	967.14	MAY 2021		00014509	05/03/2021
				Check Total:	967.14				
EP	AUDISS, JAY SCOTT E000125	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050321	1,751.00	MAY 2021		00014510	05/03/2021
				Check Total:	1,751.00				
EP	BABCOCK, CHARLES A E000015	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050321	370.00	MAY 2021		00014511	05/03/2021
				Check Total:	370.00				
EP	BEALS, SHARLENE E000076	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050321	199.39	MAY 2021		00014512	05/03/2021
				Check Total:	199.39				
EP	BERMUDEZ, ALBERT E000124	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050321	496.10	MAY 2021		00014513	05/03/2021
				Check Total:	496.10				
EP	BONESCHANS, DENNIS E000020	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050321	199.39	MAY 2021		00014514	05/03/2021

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				Check Total:	199.39				
EP	BUNNELL, DONALD E000062	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050321	541.78	MAY 2021		00014515	05/03/2021
				Check Total:	541.78				
EP	BURGNER, ARTHUR E000074	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050321	541.78	MAY 2021		00014516	05/03/2021
				Check Total:	541.78				
EP	BUSSE, MICHAEL E000131	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050321	1,307.00	MAY 2021		00014517	05/03/2021
				Check Total:	1,307.00				
EP	CHANDLER, JOHN P E000109	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050321	1,399.00	MAY 2021		00014518	05/03/2021
				Check Total:	1,399.00				
EP	CHANG, ROBERT E000107	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050321	1,296.00	MAY 2021		00014519	05/03/2021
				Check Total:	1,296.00				
EP	COBBETT, GEOFFREY E000007	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050321	541.78	MAY 2021		00014520	05/03/2021
				Check Total:	541.78				
EP	COOK, ARLENE M E000018	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050321	541.78	MAY 2021		00014521	05/03/2021
				Check Total:	541.78				
EP	D'AMATO, ROBERT E000056	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050321	199.39	MAY 2021		00014522	05/03/2021
				Check Total:	199.39				
EP	DAVID, PRESTON E000112	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050321	541.78	MAY 2021		00014523	05/03/2021
				Check Total:	541.78				
EP	DAVIS, CAROLYN	JUNE MEDICAL REIMBURSEMENT	395083-5161	ACH050321	541.78	MAY 2021		00014524	05/03/2021

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	E000005		Health Insurance Premiums						
				Check Total:	541.78				
EP	DEAN, ANDREW E000135	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050321	1,817.00	MAY 2021		00014525	05/03/2021
				Check Total:	1,817.00				
EP	DELOS SANTOS, JAMIE E000045	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050321	541.78	MAY 2021		00014526	05/03/2021
				Check Total:	541.78				
EP	DOWNEY, CAROL E000082	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050321	541.78	MAY 2021		00014527	05/03/2021
				Check Total:	541.78				
EP	ECKENRODE, NORMAN E000029	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050321	541.78	MAY 2021		00014528	05/03/2021
				Check Total:	541.78				
EP	ESCOBOSA, LILLIAN E000055	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050321	541.78	MAY 2021		00014529	05/03/2021
				Check Total:	541.78				
EP	FRICKE, JUERGEN E000075	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050321	879.00	MAY 2021		00014530	05/03/2021
				Check Total:	879.00				
EP	FULLER, GLENN H E000081	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050321	879.00	MAY 2021		00014531	05/03/2021
				Check Total:	879.00				
EP	GALLANT, KAREN E000008	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050321	541.78	MAY 2021		00014532	05/03/2021
				Check Total:	541.78				
EP	GARNER, JO ANN E000047	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050321	541.78	MAY 2021		00014533	05/03/2021

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				Check Total:	541.78				
EP	GARNER, KITTY E000080	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050321	884.44	MAY 2021		00014534	05/03/2021
				Check Total:	884.44				
EP	GRIMM, DENNIS L E000042	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050321	592.00	MAY 2021		00014535	05/03/2021
				Check Total:	592.00				
EP	HOLTSCRAW, KATHERINE E000121	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050321	526.77	MAY 2021		00014536	05/03/2021
				Check Total:	526.77				
EP	IRVINE, SUZETTE E000019	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050321	541.78	MAY 2021		00014537	05/03/2021
				Check Total:	541.78				
EP	JENKINS, ROBERT E000084	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050321	556.94	MAY 2021		00014538	05/03/2021
				Check Total:	556.94				
EP	JOHNSON, SHARON E000099	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050321	199.39	MAY 2021		00014539	05/03/2021
				Check Total:	199.39				
EP	JONES, ROBERT E000053	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050321	168.56	MAY 2021		00014540	05/03/2021
				Check Total:	168.56				
EP	JUAREZ, JANET E000134	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050321	579.00	MAY 2021		00014541	05/03/2021
				Check Total:	579.00				
EP	JUDD, TERRELL E000115	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050321	879.47	MAY 2021		00014542	05/03/2021
				Check Total:	879.47				
EP	KIRKLAND, RICHARD L	MAY MEDICAL REIMBURSEMENT	395083-5161	ACH050321	168.56	MAY 2021		00014543	05/03/2021

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	E000110		Health Insurance Premiums						
				Check Total:	168.56				
EP	LITTLE, DIANE M E000098	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050321	592.00	MAY 2021		00014544	05/03/2021
				Check Total:	592.00				
EP	LOOMIS, CORINNE E000122	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050321	531.69	MAY 2021		00014545	05/03/2021
				Check Total:	531.69				
EP	LOWREY, B J E000041	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050321	370.00	MAY 2021		00014546	05/03/2021
				Check Total:	370.00				
EP	MAERTZWEILER, MICHAEL E000032	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050321	541.78	MAY 2021		00014547	05/03/2021
				Check Total:	541.78				
EP	MANNING, VEDA M E000063	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050321	199.39	MAY 2021		00014548	05/03/2021
				Check Total:	199.39				
EP	MILANO, JAMES E000054	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050321	541.78	MAY 2021		00014549	05/03/2021
				Check Total:	541.78				
EP	MILLER, RICHARD E000106	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050321	1,131.00	MAY 2021		00014550	05/03/2021
				Check Total:	1,131.00				
EP	MOORE, LARRY W E000044	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050321	199.39	MAY 2021		00014551	05/03/2021
				Check Total:	199.39				
EP	OLEA, ARLENE J E000014	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050321	541.78	MAY 2021		00014552	05/03/2021

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				Check Total:	541.78				
EP	PALMER, GEORGE E000094	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050321	1,151.00	MAY 2021		00014553	05/03/2021
				Check Total:	1,151.00				
EP	PASCARELLA, RICHARD E000129	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050321	1,751.00	MAY 2021		00014554	05/03/2021
				Check Total:	1,751.00				
EP	PASCUA, RAYNALD E000114	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050321	1,734.00	MAY 2021		00014555	05/03/2021
				Check Total:	1,734.00				
EP	PASPALL, MIHAJLO E000085	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050321	480.12	MAY 2021		00014556	05/03/2021
				Check Total:	480.12				
EP	PEREZ, ROBERT E000111	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050321	168.56	MAY 2021		00014557	05/03/2021
				Check Total:	168.56				
EP	PICHON, WALTER E000103	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050321	238.25	MAY 2021		00014558	05/03/2021
				Check Total:	238.25				
EP	PINEDA, MATEO E000127	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050321	505.96	MAY 2021		00014559	05/03/2021
				Check Total:	505.96				
EP	PISCHEL, STEPHEN E000130	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050321	1,301.00	MAY 2021		00014560	05/03/2021
				Check Total:	1,301.00				
EP	POINT, ERIC E000133	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050321	1,817.00	MAY 2021		00014561	05/03/2021
				Check Total:	1,817.00				
EP	REDIFER, KIM R	MAY MEDICAL REIMBURSEMENT	395083-5161	ACH050321	879.00	MAY 2021		00014562	05/03/2021

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	E000022		Health Insurance Premiums						
				Check Total:	879.00				
EP	RENDEN, BRIAN E000083	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050321	889.45	MAY 2021		00014563	05/03/2021
				Check Total:	889.45				
EP	REYES, ROGER T E000024	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050321	541.78	MAY 2021		00014564	05/03/2021
				Check Total:	541.78				
EP	REYNOLDS, MATTHEW E000132	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050321	531.69	MAY 2021		00014565	05/03/2021
				Check Total:	531.69				
EP	RICE, RUSSELL J E000059	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050321	1,399.00	MAY 2021		00014566	05/03/2021
				Check Total:	1,399.00				
EP	RISHER, THOMAS A E000013	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050321	541.78	MAY 2021		00014567	05/03/2021
				Check Total:	541.78				
EP	RIVERA, AIDA E000026	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050321	199.39	MAY 2021		00014568	05/03/2021
				Check Total:	199.39				
EP	ROACH, MICHAEL E000105	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050321	1,399.00	MAY 2021		00014569	05/03/2021
				Check Total:	1,399.00				
EP	ROBB, SANDRA E000043	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050321	541.78	MAY 2021		00014570	05/03/2021
				Check Total:	541.78				
EP	ROKOSZ, KEN A E000035	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050321	579.00	MAY 2021		00014571	05/03/2021

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				Check Total:	579.00				
EP	ROSE, RICHARD D E000050	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050321	1,013.04	MAY 2021		00014572	05/03/2021
				Check Total:	1,013.04				
EP	SALE, LEE R E000031	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050321	541.78	MAY 2021		00014573	05/03/2021
				Check Total:	541.78				
EP	SANCHEZ, LAURA E000058	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050321	199.39	MAY 2021		00014574	05/03/2021
				Check Total:	199.39				
EP	SCHLIEDER, BEVERLY E000120	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050321	1,734.00	MAY 2021		00014575	05/03/2021
				Check Total:	1,734.00				
EP	SMITH, WARD E000128	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050321	1,356.00	MAY 2021		00014576	05/03/2021
				Check Total:	1,356.00				
EP	SOMOYA, JOHN P E000089	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050321	879.00	MAY 2021		00014577	05/03/2021
				Check Total:	879.00				
EP	SOTO, PHILIP J E000052	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050321	541.78	MAY 2021		00014578	05/03/2021
				Check Total:	541.78				
EP	SPRAGUE, GARY A E000064	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050321	1,307.00	MAY 2021		00014579	05/03/2021
				Check Total:	1,307.00				
EP	STEPHEN, JEFFREY E000119	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050321	1,253.11	MAY 2021		00014580	05/03/2021
				Check Total:	1,253.11				
EP	TAYLOR, DAVID M	MAY MEDICAL REIMBURSEMENT	395083-5161	ACH050321	582.00	MAY 2021		00014581	05/03/2021

City of Placentia
Electronic Disbursement Register
For 04/28/2021

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	E000088		Health Insurance Premiums						
				Check Total:	582.00				
EP	TAYLOR, LINDA E000126	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050321	579.00	MAY 2021		00014582	05/03/2021
				Check Total:	579.00				
EP	THOMANN, DARYLL L E000101	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050321	541.78	MAY 2021		00014583	05/03/2021
				Check Total:	541.78				
EP	TRIFOS, WILLIAM E000104	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050321	1,445.00	MAY 2021		00014584	05/03/2021
				Check Total:	1,445.00				
EP	VALENTINE, THOMAS E000118	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050321	592.00	MAY 2021		00014585	05/03/2021
				Check Total:	592.00				
EP	VERSTYNEN, WILLIAM E000092	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050321	168.56	MAY 2021		00014586	05/03/2021
				Check Total:	168.56				
EP	WAHL, KATHLEEN A E000030	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050321	199.00	MAY 2021		00014587	05/03/2021
				Check Total:	199.00				
EP	WIEST, STEPHEN E000079	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050321	542.00	MAY 2021		00014588	05/03/2021
				Check Total:	542.00				
EP	WORDEN, LARRY M E000116	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050321	592.00	MAY 2021		00014589	05/03/2021
				Check Total:	592.00				
EP	YAMAGUCHI, BRIAN E000123	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050321	1,356.00	MAY 2021		00014590	05/03/2021

**City of Placentia
Electronic Disbursement Register
For 04/28/2021**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
				Check Total:	1,356.00				
EP	ZINN, JOHN E000009	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050321	1,196.68	MAY 2021		00014591	05/03/2021
				Check Total:	1,196.68				
				Type Total:	415,316.37				
				Check Total:	415,316.37				



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: CITY ADMINISTRATOR
FROM: DIRECTOR OF DEVELOPMENT SERVICES
DATE: APRIL 20, 2021
SUBJECT: **ZONE CHANGE NO. ZC 2018-01, DEVELOPMENT PLAN REVIEW NO. DPR 2018-01, AND TENTATIVE TRACT MAP NO. TTM 19104 FOR THE DEVELOPMENT OF AN APPROXIMATELY 5.6-GROSS ACRE SITE WITH 139 RESIDENTIAL TOWNHOME UNITS LOCATED AT 443 & 455 S. VAN BUREN STREET (TOFFOLI INVESTMENTS)**

SECOND READING AND ADOPTION	
Ord No. <u>O-2021-03</u>	Date <u>05/04/2021</u> Item No. <u>1.d.</u>
First reading approved on <u>04/20/2021</u>	(Date)
Reviewed and Approved:	
Department Head <u>[Signature]</u>	
Deputy City Clerk <u>[Signature]</u>	

FISCAL IMPACT: REVENUE: \$2,010,774 DEVELOPMENT IMPACT FEES

SUMMARY:

At the Planning Commission meeting held on April 13, 2021, the Planning Commission voted 6-0-1, (Lee was absent), to recommend approval of Zone Change No. ZC 2018-01, Development Plan Review No. DPR 2018-0, Tentative Tract Map No. TTM 19104 to the City Council, and also recommended that City Council adopt Mitigated Negative Declaration No. MND 2020-01 related to the project. The applications for a ZC, DPR, and TTM are requested to allow for the development of a partially improved 5.6-gross acre lot with 22, three-story, multi-family buildings consisting of 139 for-sale residential town home units and associated hardscape and landscaping improvements that will be utilized for a private internal street system, outdoor parking, and pedestrian walkways, including landscaping for the property perimeter and passive and non-passive open space areas.

RECOMMENDATION:

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

1. Open Public Hearing concerning ZC 2018-01, DPR 2018-01, and TTM 19104; and
2. Receive the Staff Report, consider all public testimony, ask questions of Staff; and
3. Close the Public Hearing; and
4. Adopt Resolution No. R-2021-XX, a Resolution of the City Council of the City of Placentia, California, adopting Mitigated Negative Declaration (MND) No. 2020-01 and a Mitigation Monitoring and Reporting Program with the California Environmental Quality Act (Public

1. d.
May 4, 2021

2. a.
April 20, 2021

Resources Code §§ 21000-21177 and §15000 Et. Seq. of Title 14 of the California Code of Regulations) (CEQA), approving Development Plan Review No. DPR 2018-01, and Tentative Tract Map No. TTM 19104 to allow for the development of an approximately 5.6-gross acre lot for the construction of 22, three-story, multi-family buildings consisting of 139 for-sale residential townhome units and associated hardscape and landscape improvements, on property located at 443 and 455 S. Van Buren Street (APN: 346-164-22, -25, & -26); and

5. Waive full reading, by title only, and introduce for first reading Ordinance No. O-2021-XX, an Ordinance of the City Council of the City of Placentia, California, amending the official Zoning Map of the City of Placentia from Manufacturing (M) District and Oil Combining (O) Zoning District to High Density Residential (R-3) Zoning District to bring the zoning of the site into alignment with the updated General Plan High Density Residential Land Use Designation on an approximately 5.6-gross acre lot, located at 443 and 455 S. Van Buren Street (APNs 346-164-22, -25, & -26).

DISCUSSION:

The applicant, Toffoli Investments, requests approval of a Zone Change, Development Plan Review, and Tentative Tract Map to develop a partially improved 5.6-gross acre lot for the construction of 22, three-story, multi-family buildings consisting of 139 for-sale residential townhome units and associated hardscape and landscaping improvements that will be utilized for a private internal street system, outdoor parking, and pedestrian walkways, including landscaping for the property perimeter and passive and non-passive open space areas. The property is bordered by a 100-foot wide Burlington Northern and Santa Fe Railway (BNSF) right-of-way to the north, 70-foot wide Atwood Channel to the south, and S. Van Buren Street and four existing single family residences to the east. Access to the site will be provided from S. Van Buren Street and said access will be directly across the street from the western terminus of Oak Street.

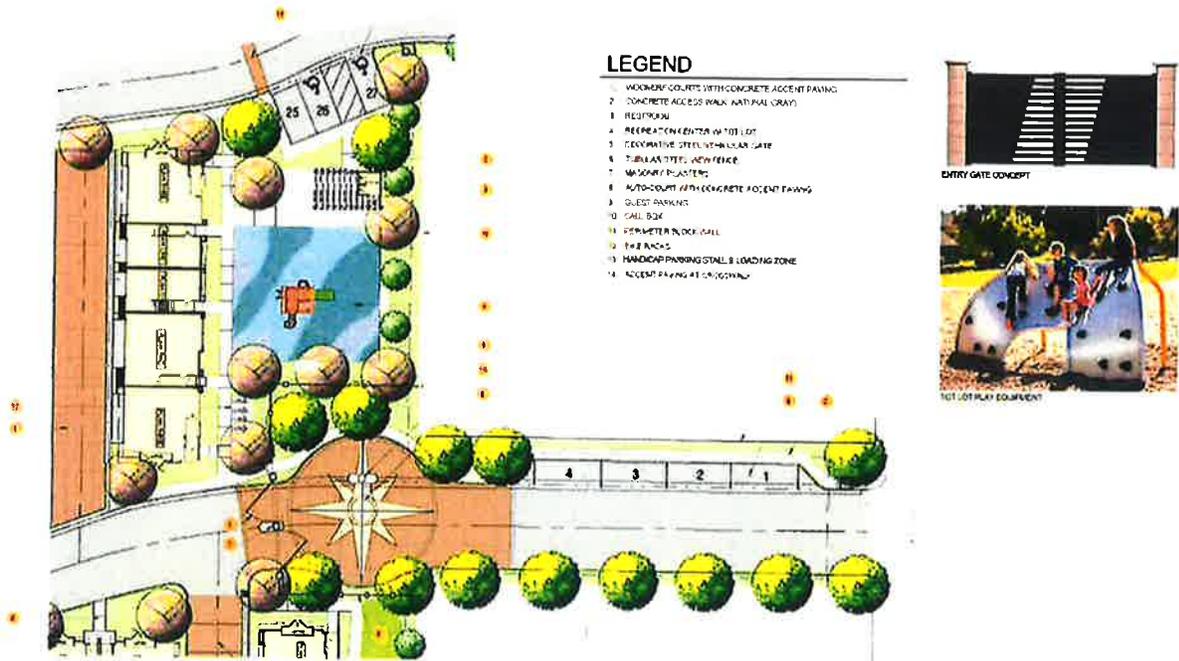
The 139 units will be located within 22 separate three-story buildings. 13 of the buildings will be designed as traditional townhomes where each unit has a side-by-side attachment (Metro Towns). These products are primarily located within the northerly portion of the site adjacent to the BNSF railway. Nine buildings will be townhomes but will have both a side-by-side attachment and rear attachment to each unit (Back-to-Back Towns). These back-to-back products are centrally and southerly located on the site. The proposed development will have a residential density of 24.8 units per acre, in compliance with R-3 standards.



Six (6) floor plans are proposed which are noted on the development plans as Plan 1, Plan 1 BB (back-to-back), Plan 2, Plan 2 BB, Plan 3, and Plan 3 BB. The plan types will measure between 762 square feet and 1,349 square feet in overall floor area and contain an attached one or two-car garage per unit. Each unit will have either one (1) bedroom and 1.5 baths (Plans 1 and 1BB), two (2) bedrooms and 2.5 baths (Plans 2 and 2BB), or two (2) bedrooms with an additional bedroom or loft option and 2.5 baths (Plans 3 and 3BB). A breakdown of the unit mix is located below:

Unit Type	Bedroom	Bathroom	Unit Size	Qty.
Plan 1BB	1	1.5	762 sq. ft.	5
Plan 1	1	1.5	806 sq. ft.	20
Plan 2BB	2	2.5	1,289 sq. ft.	35
Plan 2	2	2.5	1,296 sq. ft.	17
Plan 3BB	2/3	2.5	1,317 sq. ft.	36
Plan 3	2/3	2.5	1,349 sq. ft.	26

Each building will be three (3) stories with an overall building height of approximately 35 feet, with certain allowable projections of the building exceeding the maximum height limit to assist with greater roof articulation. A total of 301 parking spaces will be provided, comprised of 254 garage spaces and 47 guest parking spaces with four (4) accessible (ADA) parking spaces throughout the site.



Vehicular access to the project will be provided by a 28-foot wide thoroughfare connection directly across from Oak Street, with pedestrian access provided north of the main entry drive aisle. Access into the development will be controlled by both a 25-foot wide security gate and pedestrian security gate. A bypass lane equipped with both a Knox box and call box will be provided for either emergency vehicles or guests attempting to gain entry into the development. A system of internal drive aisles will provide direct access to each individual garage. For the back-to-back townhome units, the terminus of drive aisles will be articulated with decorative paving to create pseudo paseo areas for both passive and active activities. Decorative landscaping will be provided throughout the site and within the parking areas.



Four (4) open space areas will be provided which will include both passive and non-passive open space. The passive areas will feature seating areas, trellis shade structures, barbecues, and a fire pit. The non-passive areas will feature a tot lot, bocce court, and a dog park.

Applicable Code Section – Placentia Municipal Code

The project is currently located within the Manufacturing (M) District and Oil Combining (O) Zoning District, but the ZC 2018-01 will modify the zoning to High Density Residential (R-3) Zoning District to bring the zoning of the site into alignment with the updated General Plan High Density Residential land use designation. The project will be required to comply with the development standards and use requirements set forth in the Placentia Municipal Code (PMC) for projects located within the R-3 Zoning District. Pursuant to PMC Section 23.75.010(a), construction of new buildings shall require a DPR to be reviewed and approved at a noticed public hearing before the Planning Commission.

Subject Site and Surrounding Land Uses

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

Location	Existing Land Use	Land Use Element General Plan Designation	Zoning Map Designation
Existing	Partially Improved Industrial Land	High Density Residential	Manufacturing (M) District and Oil Combining (O) Zoning District
Proposed	Attached, Single-Family Residential Townhomes	High Density Residential	High Density Residential (R-3)
North	BNSF Railway	Railroad	Not Specified
South	Atwood Channel	Industrial	M(O)
East (adjacent and across S. Van Buren Street)	Single Family Residential	High Density Residential Low Density Residential	M(O) Single-Family Residential (R-1)
West (across BNSF Railway)	Single-Family Residential	High Density Residential	Manufacturing (M) District and Oil Combining (O) Zoning District

ZONING COMPLIANCE ANALYSIS

Site Development Standards

The project is located within the M(O) Zoning District. Due to the zone change requested through ZC 2018-01 the proposed residential townhome development project will be analyzed in accordance with the R-3 development standards. The townhome development is permitted with a DPR subject to review and approval by the Planning Commission. In accordance with PMC Section 23.21.030, proposed condominium or townhome developments within the R-3 Zoning District require the approval of a Use Permit (UP) by the Planning Commission when they are developed as a Planning Unit Development (PUD). However, given that the project does not intend to create a single-family housing development or propose a maximum allowable density of

15 dwelling units per acre, as limited by the City's PUD development standards, a UP is not mandated for this development project.

The proposed development and use complies with the proposed base zoning district in terms of the maximum height limit, minimum setbacks, maximum lot coverage and maximum density requirements. No impacts to nearby sensitive land use receptors (e.g., single-family residential) is anticipated because the project will be residential in nature and will provide adequate buffers along the easterly periphery of the site to existing single-family residences.

Due to the unique mix of unit types, notably the 25, one-bedroom unit product types (Plan 1 and Plan 1BB), the existing R-3 development standards do not adequately address minimum onsite parking for one-bedroom units. Using these standards results in an overage of parking as compared to uses in other high-density zones within the city such as the TOD (Transit Oriented Development Packing House District) Zoning District which requires one space per each studio or one-bedroom unit. Applying the R-3 parking standard to the one-bedroom units will result in an overage of parking. The one-bedroom units will be parked at a higher rate than the TOD zone requires, and will be commensurable with the R-3 parking requirements, yet slightly modified for the one bedroom units. The Planning, Community, Economic Development, and Housing Ad Hoc Committee supported an interpretation of the code for the one-bedroom units.

The following matrix provides a summary of the development's compliance with the identified development standards:

STANDARD	PROJECT
Height 35 ft. max.	30 ft. – top of 3 rd floor living area; 39 ft. 10 in. – top of roof (PMC Section 23.81.090 allows buildings to exceed the height limit for roof elements)
Setbacks Front Yard Setback – 15 ft. min. Interior Side Yard Setback – 5 ft. min. Rear Yard Setback - 10 ft. min.	Front: +176 ft. (S. Van Buren Street) South Side Yard: 7 ft. 6 in. North Side Yard: 9 ft. South Rear Yard: No rear yard based on lot configuration.
Building Separation 20 ft. min.	+12 ft.
Lot Coverage 60% max. (145,627 sq. ft.)	58.2% (141,177 sq. ft.)

<p>Parking Two spaces per dwelling: 278 spaces min. Additional 15% min. of total parking required for guest parking: 42 spaces min. Total Parking Required: 320 spaces min.</p>	<p>254 spaces 47 spaces 301 spaces* (see discussion above) *Additional unmarked parking spaces are distributed throughout the development that meets and exceeds the parking shortfall. Applying a one space requirement for one-bedroom units results in an overall minimum parking mandate of 291 spaces.</p>
<p>Lot Area and Dimensions Minimum Lot Area: 8,000 sq. ft. Minimum Lot Width: 80 linear ft.</p>	<p>Lot Area: 242,629 sq. ft. (5.6 gross acres) Approx. 369 linear ft.</p>

Other Departments Concerns and Requirements

The Divisions of Planning and Building, Public Works Department, Police Department, and Fire and Life Safety Department have reviewed the application and submitted comments but had no major concerns with the proposal. All applicable code requirements and conditions of approval have been incorporated into draft resolutions for consideration and recommendation by the Planning Commission to the City Council for DPR 2018-01 and TTM 19104.

ISSUES ANALYSIS:

Consistency with the General Plan

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

Land Use Element

Policy 1.2 – Allow for a variety of residential infill opportunities including single family, multi-family, mixed-use, manufactured housing and mobile homes, in designated areas to satisfy regional housing needs.

Policy 2.6 – Require new multifamily development to provide adequate buffers (such as decorative walls and landscaped setbacks) along boundaries with single-family residential uses to reduce impacts on residences due to noise, traffic, parking, light and glare, and differences in scale; to ensure privacy; and to provide visual compatibility.

Policy 5.1 – Encourage development projects to utilize high quality design for architecture and site planning through the City's design review process. Create Design Guidelines for focused areas and for development Citywide.

Policy 5.8 – Improve the quality of Placentia's multi-family neighborhoods through a) improved buffers between multi-family residences, and commercial, and business park uses; b) provision of usable private and common open space in new multi-family projects; c) increased code enforcement; and d) improved site, building, and landscape design.

Housing Element

Goal 1 – Develop and maintain an adequate supply of housing that varies sufficiently in cost, size, type, and tenure to meet the economic and social needs of existing and future residents within the constraints of available land.

California Housing Element law mandates that each city show it has adequate sites available through appropriate zoning and development standards and with the requirement public services and facilities for a range of housing types and incomes. The City must demonstrate that it has the capacity or adequate sites to accommodate the project needs for housing at all income levels.

Southern California Association of Governments (SCAG), the Council of Governments (COG) representing the region, in cooperation with local jurisdictions, is responsible for allocating the region's projected new housing demand in each jurisdiction. The process is known as the Regional Housing Needs Assessment (RHNA) and the goals are referred to as the "regional share" goals for new housing construction. The market rate housing development on a site that permits housing assists the City in achieving the goal for new housing construction in an area that otherwise prohibited housing. Furthermore, it will greatly assist in providing additional units to address California's current housing crisis and assist in offsetting the city's "regional share" of housing units which is 4,374 residential units for the upcoming planning cycle.

Land Use Compatibility

The project will be compatible with the surrounding area as the development will revitalize an underutilized and blighted non-conforming industrial property with the development of 22, three-story, multi-family buildings consisting of 139 for-sale residential town home units. The development will be located on a partially developed industrial property containing non-conforming automotive uses. The project aims to serve as a catalyst triggering more development and investment into the Atwood neighborhood. The development will provide a compatible transition between nearby land uses that complement the residential densities of the housing

tracts to the north (across Orangethorpe Avenue) and east (across S. Van Buren Street). Based upon the use, overall site layout, and building design, the proposed development is not anticipated to result in any significantly adverse impacts to the surrounding area.

Architecture



The proposed project will include 22 buildings, that consist of 139 total units. There are six (6) floorplans proposed (Plan 1, Plan 1BB, Plan 2, Plan 2BB, Plan 3, and Plan 3BB). The residential buildings will employ a take on Contemporary Craftsman, with elements of Ranch and Mid-Century Modern architecture. The rooflines are lower than traditional Craftsman homes, and exteriors are made up of clean lines. The building volume is broken up by the employment of a number of design techniques as exterior façade pop outs/building projections, inset front doors and inset second floor patios creating shadow and relief, and contrasting building materials. These design techniques visually minimize the size/volume of the building. The project employs four-sided architecture by using the same material on all four (4) sides of a structure so that, no matter what vantage point it is viewed from, the design is never interrupted, and all the parts are perceived as part of a unified whole.



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

All major development projects within the City of Placentia require review by the Planning, Community, Economic Development, and Housing Ad-Hoc Committee. The Committee reviewed a handful of development iterations for the site on five (5) different occasions sponsored by two (2) different developers. The current applicant, Toffoli Investments, had their proposed development project reviewed by the Ad Hoc Committee on May 16, 2019, and September 10, 2020, and collectively, the development project was well received. The Committee did not request any significant changes to be made to the site layout or architectural design of the project, but emphasized some additional architectural elements to be added to each of the building facades in order to minimize the occurrence of unarticulated facades.

Planning Commission

On April 13, 2021, the City of Placentia Planning Commission held a noticed public hearing to review and solicit a recommendation to the City Council to certify and adopt MND 2020-01, and approve ZC 2018-01, DPR 2018-01, and TTM 19104. Due to COVID-19 restrictions, the general public was allowed to solicit comments via email during the meeting and subsequent to agenda packet publication. Comments were received via e-mail, mail, or otherwise prior to agenda packet publication. Prior to Planning Commission agenda packet publication City Staff received one (1) letter expressing concern with the project related to noise and parking and one (1) phone call by a nearby industrial property owner expressing concern over potential impacts to their business operations by the proximity of the development to their business. An additional email communication in opposition of the development and rezoning effort was received after posting the Planning Commission packet. The communication expressed concern over matters of spot zoning, parking, and neighborhood compatibility (Attachment 7). It is the opinion of City Staff that all areas of concern in this correspondence are adequately and thoroughly discussed in the MND document and the Response to Comments (Attachment 1), which determined that that project would result in less than significant impacts to the environment. The project applicant expressed support of City Staff's recommendation and support of the recommended conditions associated with DPR 2018-01 and TTM 19104. The Planning Commission voted to recommend approval (6-0-1) of all entitlements and the MND to the City Council.

CEQA

An initial study was conducted by Comprehensive Planning Service, a professional environmental firm. This document evaluated all CEQA related issues contained in the latest Initial Study Checklist form. The evaluation determined that either no impact or less than significant impacts would be associated within all environmental categories, excluding Cultural Resources, Hazards and Hazardous Materials, Noise, Transportation, Tribal Cultural Resources, and Utilities and Service Systems. All of the aforementioned require implementation of mitigation measures to reduce impacts to a less than significant level. The required mitigation has been proposed in this Initial Study to reduce impacts for these issues to a less than significant impact. These mitigation measures are intended to be adopted by the City Council with a Mitigation and Monitoring Reporting Program. The City acquired the services of a third-party environmental consultant,

PGN, to review and evaluate the merits of the submitted environmental analysis for completeness and accuracy.

Based on the findings in this Initial Study, the City of Placentia proposes to adopt a Mitigated Negative Declaration (MND) for the ZC, DPR, and TTM. A Notice of Intent to Adopt a Mitigated Negative Declaration (NOI) was issued for this project by the City of Placentia. The Initial Study and Notice of Intent to adopt a Mitigated Negative Declaration was circulated for 30 days of public comment because this project is considered a project of regional significance. This 30-day review period ran from August 20, 2020 to September 18, 2020. Comments received during this comment period were responded to and were available for Planning Commission review at the April 13, 2021 meeting. This final IS/MND package was evaluated by the Planning Commission, and the Planning Commission recommended that City Council adopt the final IS/MND (Attachment 1).

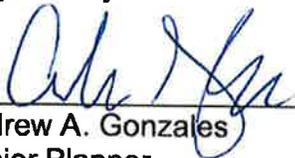
PUBLIC NOTIFICATION

Legal notice was published in the Placentia News Times on April 8, 2021. Notices were sent to property owners of record within a 300-foot radius of the subject property, posted at the Civic Center, and was posted on the City website on April 8, 2021. As of April 15, 2021, Staff has received no letters in support of and one (1) letter in opposition to the development project.

FISCAL IMPACT:

The proposed development will provide approximately \$2,010,774 in one-time development impact fee revenue. The development is also conditioned to annex into the Public Services Community Facilities District 2014-01 (among other districts) which will provide ongoing annual revenues to support the Police Department and Placentia Fire and Life Safety Department which cumulatively will generate \$47,597.77 annually. In addition to the aforementioned information, there will be additional positive revenue impacts associated with permanent job creation and construction job creation. Increased sales tax revenue will also be realized from new residents shopping and dining at nearby shops and restaurants.

Prepared by:



Andrew A. Gonzales
Senior Planner

Reviewed and approved:



Joseph M. Lambert
Director of Development Services

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Resolution No. R-2020-XX Relating to MND No. 2020-012, ZC 2018-01, DPR No. 2018-01, and TTM 19104
 - Exhibit A: Mitigated Negative Declaration No. MND 2020-01
(<http://www.placentia.org/DocumentCenter/View/8834/Latitude-MND-8-10-2020>)
 - Exhibit B: Mitigation Monitoring & Reporting Program
(<http://www.placentia.org/DocumentCenter/View/8833/Latitude-Residential-Project-MMRP-8-10-2020->)
 - Exhibit C: Response to Comments for MND 2020-01
(<http://www.placentia.org/DocumentCenter/View/8978/Latitude-MND-Response-to-Comments-10-21-2020>)
 - Attachment A: Conditions of Approval for Development Plan Review No. DPR 2018-01 & Tentative Tract Map No. TTM 19104
2. Ordinance No. O-2021-XX Relating to ZC No. 2018-01
 - Exhibit A: Amendment to the City of Placentia Zoning District Map
3. Project Plans including the Site Plan, Floor Plans, Building Elevations, Preliminary Landscape Plan, Colored Renderings, Colors and Materials Palette, and Tentative Tract Map (TTM 19104)
4. Vicinity Map
5. Site Photographs
6. Draft Planning Commission Minutes from the April 13, 2021 Meeting
7. Letter of Opposition

ORDINANCE NO. O-2021-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF PLACENTIA FROM MANUFACTURING (M) DISTRICT AND OIL COMBINING (O) ZONING DISTRICT TO HIGH DENSITY RESIDENTIAL (R-3) ZONING DISTRICT TO BRING THE ZONING OF THE SITE INTO ALIGNMENT WITH THE UPDATED GENERAL PLAN HIGH DENSITY RESIDENTIAL LAND USE DESIGNATION ON AN APPROXIMATELY 5.6-GROSS ACRE LOT, ON PROPERTY LOCATED AT 443 AND 455 S. VAN BUREN STREET (APNS: 346-164-22, -25, & -26)

City Attorney's Summary

This Ordinance would result in an amendment to the Official Zoning Map of the City of Placentia modifying the existing Manufacturing (M) District and Oil Combining (O) Zoning District for the project site (an approximately 5.6-gross acre site, on property located at 443 and 455 S. Van Buren Street (APNs: 346-164-22, -25, & -26) to the R-3 (High Density Residential) Zoning District.

WHEREAS, the City of Placentia wishes to amend the Official Zoning Map of the City of Placentia, changing the existing "M" (Manufacturing) Zoning District and "O" (Oil Combining) Zoning District to "R-3" (High Density Residential) for property located on an approximately 5.6-gross acre lot at 443 and 455 S. Van Buren Street (Exhibit "A") to allow for the development of 22, three-story, multi-family buildings consisting of 139 for-sale residential townhome units and associated hardscape and landscape improvements, and certification of a Mitigated Negative Declaration to ensure environmental impacts of the Zoning Change No. ZC 2018-01, Development Plan Review No. DPR 2018-01, and Tentative Tract Map No. TTM 19104 are mitigated to a level that is less than significant in accordance with the California Environmental Quality Act ("CEQA") and the City of Placentia Environmental Guidelines as codified in Title 14 of the California Code of Regulations ("CCR") Section 15000 et. seq., Public Resources Code Section 21000 et. seq.; and

WHEREAS, in accordance with CEQA, an Initial Study was prepared to review and consider the environmental impacts of the land use change to the existing Zoning District and Land Use designation to allow for the development of 22, three-story, multi-family buildings consisting of 139 for-sale residential townhome units. Based upon the Initial Study, on or about August 20, 2020, the City of Placentia, as lead agency, published a Notice of Intent to Adopt a Mitigated Negative Declaration ("MND") based on potentially significant impacts on the environment with respect to Cultural Resources, Hazards and Hazardous Materials, Noise, Transportation, Tribal Cultural Resources, and Utilities and Service Systems. The MND incorporated mitigation measures that would bring all environmental effects of the ZC, DPR, and TTM to a level that is less than significant; and

WHEREAS, on or about April 13, 2021, the Planning Commission of the City of Placentia held a duly noticed public hearing and recommended to the City Council approval of the modification to change the existing zoning from “Manufacturing” (M) and “Oil Combining” (O) to “High Density Residential” (R-3), amending the official Zoning Map of the City of Placentia, and recommended adoption of a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the entire project; and

WHEREAS, the City of Placentia provided notice of the City Council’s public hearing in accordance with California Government Code Section 65090 and the City of Placentia Municipal Code Section 23.96.030; and

WHEREAS, on April 20th, 2021, the City Council of the City of Placentia held a duly noticed public hearing at which time it considered all evidence presented, whether written or oral; and

WHEREAS, all other prerequisites to the adoption of this resolution have occurred.

NOW, THEREFORE, THE CITY COUNCIL OF PLACENTIA DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. In all respects as set forth in the Recitals of this Ordinance.

SECTION 2. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this Ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one (1) or more subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, or invalid, or ineffective, provided the basic purposes of this Ordinance and the benefits to the City and the public are not substantially impaired.

SECTION 3. CEQA. The Mitigated Negative Declaration circulated for public review contains all contents as required in CCR Section 15071. The City has complied with the requirements of CEQA and the City of Placentia Environmental Guidelines. In adopting Resolution No. R-2021-17, the City Council certified and adopted Mitigated Negative Declaration 2020-01 and adopted a Mitigation Monitoring and Reporting Program (MMRP) for the project in compliance with CEQA and the City of Placentia Environmental Guidelines.

SECTION 4. The City Council hereby amends the Official Zoning Map of the City of Placentia for the project area, maintained in accordance with the provisions of § 23.08.020 of the Placentia Municipal Code, as set forth in Exhibit “A” attached hereto

and by this reference made a part hereof. The zone change for properties shown on Exhibit "A" is a change from "M(O)" to "R-3."

SECTION 5. The City Council finds, in accordance with the requirements of Section 23.96.040 ("Amendments") of the Placentia Municipal Code, that the proposed amendment to the municipal code will not be detrimental to the health, safety or general welfare of the persons residing or working within the neighborhood of the proposed amendment or within the city, and that it will not be injurious to property or improvements within the neighborhood or within the city. The City Council also finds that the amendment is consistent with the latest adopted General Plan.

SECTION 6. Effective Date. This Ordinance shall take effect on the 31st day after adoption.

SECTION 7. Certification. The City Clerk shall certify the passage of this ordinance and shall cause the same to be entered in the book of original ordinances of said City; shall make a minute passage and adoption thereof in the records of the meeting at which time the same is passed and adopted; and shall, within fifteen (15) days after the passage and adoption thereof, cause the same to be published as required by law, in a publication of general circulation.

INTRODUCED at a regular meeting of the City Council of the City of Placentia held on the 20th day of April 2021.

PASSED, APPROVED AND ADOPTED this 4th day of May 2021.

Craig S. Green, 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 Ordinance was introduced at a regular meeting of the City Council of the City of Placentia, held on the 20th day of April 2021 and adopted at a regular meeting of the City Council of the City of Placentia, held on the 4th day of May 2021 by the following vote:

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

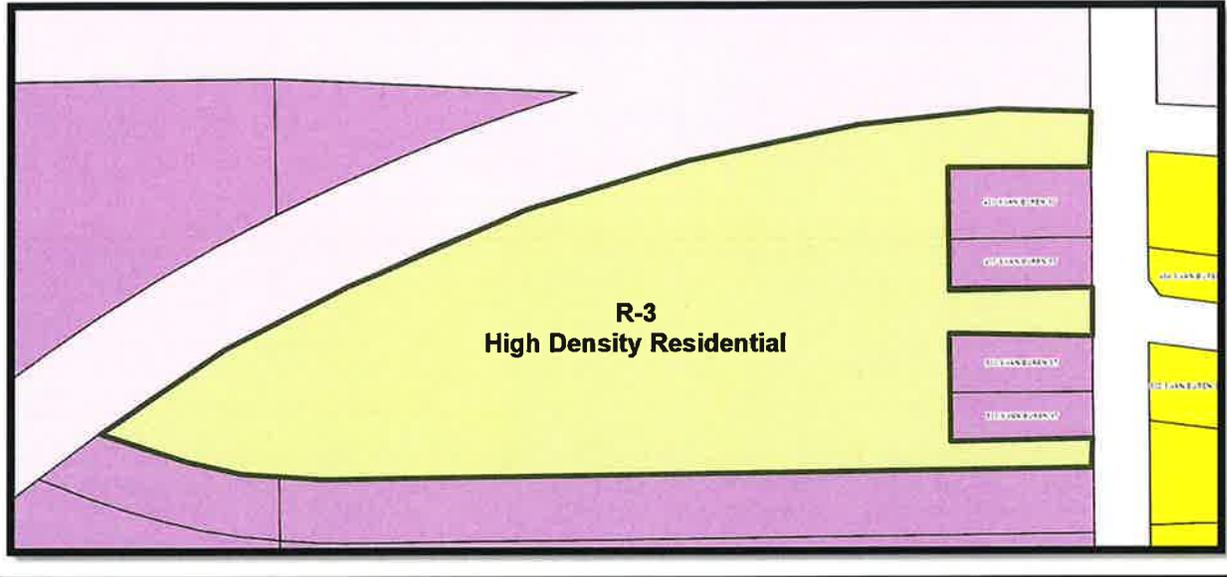
Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

EXHIBIT A: Amendment to the City of Placentia Zoning District Map

Exhibit A
Resulting Amendment to the City of Placentia Zoning District Map





Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY CITY ADMINISTRATOR / PUBLIC SERVICES & INFRASTRUCTURE

DATE: MAY 4, 2021

SUBJECT: **RESOLUTION FOR SETTING OF PUBLIC HEARING FOR FISCAL YEAR 2021-22 SOLID WASTE COLLECTION RATES**

FISCAL
IMPACT: EXPENSE: \$ 6,000 MAILING EXPENSE
BUDGETED: \$ 6,000 FY 2020-21 OPERATING BUDGET
REFUSE ADMINISTRATION FUND (374386-6299)

SUMMARY:

In 2010, the City entered into a Franchise Agreement ("Agreement") with Republic Waste Services of Southern California, LLC ("Republic") for solid waste collection services. Per the existing Agreement, solid waste rates are to be reviewed annually to determine if any adjustments are warranted based on changes in the Consumer Price Index (CPI). Staff and representatives from Republic meet each year to discuss potential adjustments to solid waste rates paid by residents and business owners. The last residential and commercial rate adjustment took place on July 1, 2020. Republic is proposing an adjustment to residential and commercial rates effective July 1, 2021, along with the implementation of a new collection fee in response to a newly created State unfunded mandate related to recycling of green waste.

Based on the recommendation from the City Attorney's Office, the City uses a public hearing and protest procedure consistent with Proposition 218 set forth in Article XIII D of the California Constitution. Proposition 218 was approved by voters in 1996 to establish legal requirements for imposing or increasing property-related taxes, assessments, fees, and charges. Fees for refuse collection service provided to single family residential properties in Placentia are paid via the property tax roll and each property owner is not invoiced separately for refuse collection service. The recommended actions will authorize Staff to initiate the Proposition 218 notification process and set a public hearing for July 6, 2021 to consider the rate adjustment to the City's solid waste services.

RECOMMENDATION:

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

1. Adopt Resolution No. R-2021-XX, a Resolution of the City Council of the City of Placentia, California, declaring its intention to adopt increased solid waste collection charges, setting

1. e.
May 4, 2021

a public hearing for July 6, 2021, and directing Staff to provide notice pursuant to Proposition 218; and

2. Adopt Resolution No. R-2021-XX, a Resolution of the City Council of the City of Placentia, California, adopting procedures for establishing and increasing property related fees and charges under Proposition 218.

DISCUSSION:

On July 20, 2010, the City entered into an Agreement with Republic for solid waste and recycling services. Per Section 24.3 of the Agreement, Republic is entitled to request a general annual rate adjustment to account for inflation. The agreed upon methodology for making this adjustment is determined by the CPI for the Los Angeles County Area as stated in Section 24.3 of the Agreement. Republic can adjust the rates in July of each year based on the change in CPI for all Urban Consumers for the 12 month period ending January 31st of each year. Staff and representatives from Republic confer each year to discuss potential adjustments to solid waste rates paid by residents and business owners. The last residential and commercial rate adjustment took place on July 1, 2020. Republic is proposing an adjustment to residential and commercial rates effective July 1, 2021.

Proposition 218

In addition, to the provisions established in the Franchise Agreement, the City's ability to adjust rates is governed by Proposition 218. In 1996, California voters approved Proposition 218 which requires a specific process for cities to impose or increase certain types of fees. The provisions of Proposition 218 set forth in Article XIII D of the California Constitution provide that certain types of "Property Related Fees" are subject to a "majority protest" process.

The provisions of Proposition 218 set criteria for property-related fees for refuse, water, and sewer services. The fees must be set so that:

- The revenues generated by the fee do not exceed the cost of service.
- No property owner's fee exceeds his/her proportionate share of the costs.
- The City does not impose a property-related fee for a service that is not available to the property owner.

Under Proposition 218, the City's refuse collection fees are considered "Property Related Fees" since the fees are paid by property owners via the property tax roll. In other cities, refuse collection fees are either billed directly to each customer by the waste hauler or they are collected as part of the water utility bill. Proposition 218, and subsequent legislation AB 1260, define the process for establishing or adjusting property-based fees. The process requires a notice of the proposed fee be sent to all property owners in the City and 45 days after the notice is sent, a public hearing be conducted by the City Council. During the 45-day period and until the close of the public hearing, a property owner may protest the fee by submitting a written protest. If more than 50% of the property owners of record in the City protest the fee, the City Council would be prohibited from enacting the fee change.

Staff recommends that the City Council adopt a resolution that sets a public hearing date of July 6, 2021 for the annual rate increase in conformance with Proposition 218 (Attachment 1) and a second resolution that establishes the procedures for establishing and increasing property-related fees and directing Staff to commence the 45-day protest process consistent with Proposition 218 (Attachment 2). A notice including procedures for submitting a written protest will be mailed to all property owners shown on the last equalized property tax assessment roll of single-family households. The notice will include information about refuse collection services in the City, the reason for the proposed rate increase, as well as the current rates and proposed rates (Attachment 3). Owners will be informed that if they wish to protest the proposed new rates, they must submit their written protest to the City Clerk in advance or on the night of the public hearing prior to the close of the hearing.

Proposed Rates for FY 2020-21

The proposed refuse rates for Fiscal year ("FY") 2020-21 (Attachment 4) include increases due to the following circumstances:

- 1) Annual Rate Adjustment per CPI per Section 24.3 of the Agreement
- 2) Increase in the Orange County Landfill Tipping Fees per Section 24.5 of the Agreement
- 3) City Refuse & Recycling Coordinator Fee

Annual Rate Adjustment per CPI for January 2021

In accordance with the City's current waste hauling Franchise Agreement with Republic, the company is entitled to request a general annual rate adjustment to account for inflation. The agreed upon methodology for making this adjustment is determined by the CPI for Los Angeles County-Orange County Area as stated in Section 24.3 of the Agreement. Republic can adjust the rates in July of each year based on the change in CPI for all Urban Consumers for the 12 month period ending January 31st of each year. The change in CPI for the most recent 12 month period was 0.9% (percent).

In addition to the annual CPI adjustment for all rates, commercial and industrial rates are adjusted annually for changes in the organic waste disposal/processing fee per ton per Section 24.7 of the Agreement. The estimated percentage increase to the annual organic waste processing fee is 0.12% (percent). The City and Republic Services are waiting for the revised processing costs for FY 2021-22 from Waste Management's CORE Organic Waste Processing Facility in the City of Orange. Republic Services utilizes this third-party facility to process organic waste generated from commercial and industrial businesses.

Orange County Landfill Tipping Fees

Another component of the rate includes landfill "tipping fees", which are passed through directly to the customer. Beginning in 2010, the County of Orange (County) increased the landfill gate tipping fees from \$22.00 per ton to \$31.37 per ton. Per the Waste Disposal Agreement with the County of Orange, the county disposal fee is adjusted each July 1st according to the change in CPI- All Urban Consumers, All Cities for the 12 month period ending October 31st of each year.

The change in CPI for the most recent 12 month period was 1.17% (percent). In 2020, the landfill gate tipping fees were increased again to \$35.67 per ton. For FY 2021-22, the County will increase the fee to \$36.09, which represents a 1.17% (percent) increase from the FY 2020-21 fees.

City Refuse & Recycling Coordinator Fee

SB 1383 is the most significant waste reduction unfunded mandate the State of California has adopted in the last 30 years. It requires the State to reduce organic waste into landfills by 75% by 2025, which equates to over 20 million tons annually. The purpose of this effort is to reduce the amount of methane gas released into the atmosphere as food and green waste decomposes in landfills. The law also requires the State to increase edible food recovery by 20%. Since the law establishes statewide targets, a prescriptive approach to compliance is being used. This is very different from AB 939 (Integrated Waste Management Act), which set jurisdictional waste diversion mandates and allowed local governments to develop their own programs for reaching compliance.

AB 341 (mandatory commercial and multi-family recycling) and AB 1826 (mandatory commercial and multi-family organics recycling) are incorporated into SB 1383 regulations. These two (2) unfunded state mandates make local jurisdictions ultimately responsible for ensuring 100% compliance with the State's recycling goals. SB 1383 further extended the implementation of organic waste recycling programs to single family homes and made local jurisdictions directly responsible for programming and enforcement actions starting on January 1, 2022. AB 1594, another unfunded mandate, was implemented last year and requires the City to recycle all green landscape waste that is generated in the City, the cost of which was ultimately passed on to ratepayers.

The following is a summary of unfunded SB 1383 mandates that the City is now required to comply with:

- Recycle all food waste generated by all waste generators, including residents, businesses, City facilities, and large events and venues.
- Monitor and enforce compliance for all generators and track activities via an electronic database for annual reporting.
- Implement ordinances or similarly enforceable mechanisms.
- Establish (via ordinance and otherwise) all required enforcement protocols that include a schedule of fines for non-compliant entities. This ordinance must match State-developed standards, including minimum fine structure.
- Establish an edible food recovery program that recovers edible food from the waste stream for human consumption.
- Conduct regular outreach and education to generators, haulers, facilities, and edible food recovery organizations.
- Conduct regular inspections of waste generator facilities to ensure regulatory compliance and to reduce contamination of recyclable materials.
- Procure products derived from California recycled organic waste such as compost, mulch, and renewable natural gas (RNG) produced from organic waste at levels to be prescribed by the State annually. Such procurement standards must also be incorporated into a new City ordinance.

The City is proposing to fund a City Refuse and Recycling Coordinator position that will be solely dedicated to assist the Public Works Department with the implementation of various City recycling and/or waste management related programs. There are currently several unfunded State mandates being issued requiring all jurisdictions in California to bring their commercial businesses and/or residents into compliance. Some of the legislation currently impacting the City of Placentia includes but is not limited to AB 341 and AB 1826. On the horizon is SB 1383, which will have extensive requirements for residents and businesses alike. The City Refuse and Recycling Coordinator position will coordinate with the City's waste hauler and will perform outreach and monitoring, and will address reporting requirements established by CalRecycle under the various legislation mentioned above. In addition, this person will serve as the main point of contact for residents and businesses alike to resolve service issues with Republic as well as an educational resource to ensure compliance with State law.

Proposed Rate Increase

The following two (2) tables provide a summary and breakdown of the proposed residential waste rates for FY 2021-22.

Residential Waste Rate Summary – FY 2021-22			
Residential Rate	FY 2020-21	FY 2021-22	Rate Change
Single-Family (Monthly)	\$29.63	\$28.80	-\$0.83/-2.8%
Single-Family (Annual)	\$349.02	\$345.60	-\$3.42/-0.98%

Calculation for Proposed Rate	
Rate Component	Single-Family Residential (Monthly)
Base Service Fee	\$22.95
Green Waste Processing Fee	\$2.25
CPI Adjustment of 0.9% (January 2021 over January 2021)	\$0.22
Landfill Disposal Fee Adjustment of 1.17%	\$3.38 (\$0.04)
City Refuse & Recycling Coordinator Fee	\$0.30
Proposed FY 21-22 Rate	\$28.80

The following two (2) tables provide a summary and breakdown of the proposed commercial waste rates for FY 2021-22. This table only reflects the most commonly utilized rates for discussion purposes. Attachment 4 includes the full rate schedule for both residential and commercial refuse services.

Commercial Refuse & Recycling Rate Summary – FY 2021-22			
Commercial Monthly Rate	FY 2020-21	FY 2021-22	Rate Change
3-Yard Refuse Container	\$182.51	\$185.68	\$3.17/1.74%
3-Yard Recycling Container	\$156.02	\$158.87	\$2.85/1.82%

Commercial Organics Rate Summary – FY 2021-22			
Commercial Organics Monthly Rate	FY 2020-21	FY 2021-22	Rate Change
2-Yard Refuse or Organics Container	\$142.40	\$144.90	1.75%
64 Gallon Organics Cart	\$47.90	\$48.34	0.92%

Commercial Rates Breakdown – FY 2021-22				
Rate Component	3-Yard Trash Container	3-Yard Recycling Container	2-Yard Organics Container	64 Gallon Organics Cart
Base Service Fee	\$155.83	\$155.83	\$124.57	\$47.85
CPI Adjustment of 0.9% (January 2021 over January 2020)	\$1.36	\$1.36	\$1.09	\$0.42
Landfill Disposal Fee Adjustment of 1.17%	\$26.77(\$0.31)	N/A	\$17.66 (\$0.21)	N/A
Organics Recycling Component Adjustment of 0.16%*	\$0.29	N/A	\$0.23	\$0.08
City Refuse & Recycling Coordinator Fee	\$1.43	\$1.43	\$1.15	\$0.44
Proposed FY 2021-22 Rate	\$185.68	\$158.87	\$144.90	\$48.26

*Note: This is only an estimate.

Sewer Utility, Refuse and Recycling Committee Review

The Sewer Utility, Refuse and Recycling Committee (“Committee”) received a presentation on the proposed rates at its April 21, 2021, meeting, and supported the recommendation to initiate the annual rate increase process for the City’s solid collection service rates for FY 2021-22.

Proposition 218 Process and Next Steps

As this refuse proposal is subject to the Proposition 218 process, below is a timeline of the steps necessary to complete the process:

Step	Date
Adoption of Resolution to Set Public Hearing and Direct Staff to Initiate the Proposition 218 Process	May 4, 2021
Staff to Finalize Draft Agreement Amendment between City and Republic Services	May 5, 2021 – July 6, 2021
Staff finalizes the Public Notice for printing and mailing	May 5, 2021 – May 21, 2021
Notice of Public Hearing – 45 Day Minimum Notice	No later than Friday, May 21, 2021
Public Hearing	July 6, 2021
Effective Date of Rates	July 1, 2021

FISCAL IMPACT:

The cost for postage for mailing the public hearing notice for the proposed rate increase to residential trash services is estimated at \$6,000. There are budgeted funds in the FY 2020-21 Refuse Administration Budget to cover these costs. There is no impact to the General Fund.

Prepared by: 

 Elsa Y. Robinson
 Management Analyst

Reviewed and approved: 

 Luis Estevez
 Deputy City Administrator

Reviewed and approved: 

 Jessica Brown
 Director of Finance

Reviewed and approved: 

 Damien R. Arrula
 City Administrator

Attachments:

1. Resolution No. R-2021-XX – Setting Public Hearing
2. Resolution No. R-2021-XX – Ballot Procedures
3. Proposed FY 2021-22 Refuse Rate Schedule
4. Draft Prop 218 Notice of Public Hearing

RESOLUTION NO. R-2021-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, DECLARING ITS INTENTION TO ADOPT INCREASED SOLID WASTE COLLECTION CHARGES, SETTING A PUBLIC HEARING FOR JULY 6, 2021, AND DIRECTING STAFF TO PROVIDE NOTICE PURSUANT TO PROPOSITION 218

A. Recitals

(i). The City Council of the City of Placentia, California ("City") hereby finds, determines, declares, and resolves as follows:

(ii). the Legislature of the State of California, by enactment of Assembly Bill 939 of 1989 Act) (California Public Resources Code Section 40000 et seq.), has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for solid waste handling within their jurisdiction; and,

Pursuant to California Public Resources Code §40059 (a)(1), the City Council of the City of Placentia has determined that the public health, safety, and welfare require that an exclusive franchise agreement be awarded to qualified solid waste enterprise for solid waste handling services within the City of Placentia ("City").

(iii). Article XIII D of the California Constitution imposes certain procedural and substantive requirements relating to assessments (as defined).

Proposition 218, article XIII D section 2(e) defines "fee" as any levy or charge imposed upon real property by an agency "as an incident of property ownership, including a user fee or charge for a property related service." Article XIII D section 2(h) defines "property-related service" as "a public service having direct relationship to property ownership.

B. Resolution

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLACENTIA DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

1. The Recitals set forth in Part A., above, are true and correct.
2. The City Council hereby declares its intention to provide and collect fees for solid waste collection services provided to all record owners within in the City, described in Section 3 of this Resolution, for Fiscal Year 2020-21

The services within in the City included but are not limited to: trash collection, trash disposal, yard waste collection and processing, recycle collection and processing, and bulky-item collection.

The City Council hereby declares its intention to conduct a Public Hearing concerning the proposed solid waste rate increases for Fiscal Year 2020-XX in accordance with Section 6 of Article 13D of the California Constitution; and, notice is hereby given that a Public Hearing on these matters will be held by the City Council on Tuesday, June 16, 2020 at 7:00 P.M., or as soon thereafter as feasible, in the City Council Chambers located at 401 East Chapman Avenue, Placentia, California.

3. The City Clerk is hereby instructed to provide notice of the proposed rate increases in conformity with Proposition 218 and the Proposition 218 Omnibus Implementation Act, California Government Code sections 53500 et seq.

At the Public Hearing, the City Council shall consider all objections or protests, if any, to the proposed rate increases, and any person shall be permitted to present written or oral testimony. Although oral comments at the Public Hearing will not qualify as a formal protest, the City Council welcomes community input during the Public Hearing.

At the conclusion of the Public Hearing, all protests submitted and not withdrawn will be tabulated in conformity with the City's tabulation guidelines.

A majority protest exists if protests are submitted in opposition to the proposed rate increases by a majority (50% plus 1) of the property owners and solid waste service customers. Although both property owners and solid waste service customers are permitted to submit protests, only one protest shall be counted for each parcel.

At the Public Hearing, all interested persons shall be afforded the opportunity to hear and be heard.

The City Council hereby directs staff to mail the notice of the public hearing regarding the levy of a user fee to be held on June 16, 2020 at 7:00 p.m. at the Council Chambers located at 401 East Chapman Avenue, Placentia, CA 92870. The City Council also directs staff to include in the notice envelope the user fee ballot and Resolution R-2020-17.

APPROVED and ADOPTED this 4th day of May 2021.

Craig S. Green, Mayor

ATTEST:

Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert S. McKinnell, City Clerk of the City Of Placentia do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 4th day of May 2021 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

RESOLUTION NO. R-2021-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, ADOPTING PROCEDURES FOR ESTABLISHING AND INCREASING PROPERTY RELATED FEES AND CHARGES UNDER PROPOSITION 218

A. Recitals

(i). The City Council of the City of Placentia, California ("City") hereby finds, determines, declares, and resolves as follows:

(ii). Proposition 218 was adopted on November 6, 1996, adding Articles XIII C and XIII D to the California Constitution.

(iii.) Articles XIII C and XIII D of the California Constitution requires the City to comply with the substantive and procedural requirements set forth in section 6 of Article XIII D of the California Constitution prior to imposing or increasing a fee or charge upon any parcel of property or upon any person as an incident of property ownership; and

(iv). Proposition 218 requires that the "record owner" of the parcel upon which the fee or charge is proposed for imposition or increase be notified of the amount of the fee, the basis upon which the amount of the fee was calculated, the reason for the fee, and the date, time, and location of a public hearing on the fee; and

(v.) Proposition 218 does not clearly set forth the meaning of "record owner" for purposes of the notice required by section 6 of Article XIII D; and Proposition 218 does not clearly set forth who is allowed to submit protests, the procedure for submitting protests, or how the protests are to be tabulated; and

(vi). The City Council wishes to set forth procedures for these two issues in this resolution which are intended to be consistent with both Proposition 218 and with the Proposition 218 Omnibus Implementation Act.

(vii). Proposition 218, article XIII D section 2(e) defines "fee" as any levy or charge imposed upon real property by an agency "as an incident of property ownership, including a user fee or charge for a property related service." Article XIII D section 2(h) defines "property-related service" as "a public service having direct relationship to property ownership.

B. Resolution

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLACENTIA DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

1. The facts set forth in the Recitals, Part A of this Resolution, are true and correct.

2. The following procedures shall be used when imposing or increasing a fee or charge subject to Article XIII D of the California Constitution when notice of a public hearing with respect to the adoption or increase of water, wastewater, or solid waste utility charges has been given by the City pursuant to Article XIII D, Section 6(a) of the California Constitution, the following shall apply:

3. Definitions. Unless the context plainly indicates another meaning was intended, the following definitions shall apply in construction of these guidelines:

(a). "Parcel" means a County Assessor's parcel the owner or occupant of which is subject to the proposed charge that is the subject of the hearing.

(b). "Record customer" and "customer of record" mean (i) the person or persons whose name or names appear on the City's records as the person who has contracted for, or is obligated to pay for, utility services to a particular utility account or (ii) another person who demonstrates to the reasonable satisfaction of the City Clerk that he, she, or it is a tenant of real property directly liable to pay the proposed fee.

(c). "Record owner" or "parcel owner" means the person or persons whose name or names appear on the County Assessor's latest equalized assessment roll as the owner of a parcel.

(d) A "fee protest proceeding" is not an election, but the City Clerk will maintain the confidentiality of protests as provided below and will maintain the security and integrity of protests at all times.

4. Protest Submittal:

(a). Any record owner or customer of record who is subject to the proposed utility charge that is the subject of the hearing may submit a written protest to the City Clerk, by:

- Delivery to the City Clerk's Office at Placentia City Hall, 401 East Chapman Avenue, Placentia, CA 92870 during published business hours
- Mail to City Clerk, 401 East Chapman Avenue, Placentia, CA 92870 or
- Personally, submitting the protest at the public hearing.

(b). Protests must be received by the end of the public hearing, including those mailed to the City. No postmarks will be accepted; therefore, any protest

not actually received by the close of the hearing, whether or not mailed prior to the hearing, shall not be counted.

(c). Emailed, faxed and photocopied protests shall not be counted.

(d). Although oral comments at the public hearing will not qualify as a formal protest unless accompanied by a written protest, the City Council welcomes input from the community during the public hearing on the proposed charges.

5. Protest Withdrawal. Any person who submits a protest may withdraw it by submitting to the City Clerk a written request that the protest be withdrawn. The withdrawal of a protest shall contain sufficient information to identify the affected parcel and the name of the record owner or customer of record who submitted both the protest and the request that it be withdrawn.

6. Multiple Record Owners or Customers of Record:

(a) . Each record owner or customer of record of a parcel served by the City may submit a protest. This includes instances where:

(i) A parcel is owned by more than a single record owner or more than one name appears on the City's records as the customer of record for the parcel, or

(ii) A customer of record is not the record owner, or

(iii) A parcel includes more than one record customer, or

(iv) Multiple parcels are served via a single utility account, as master-metered multiple family residential units.

(b). Only one protest will be counted per parcel as provided by Government Code Section 53755(b).

7. Transparency, Confidentiality, and Disclosure:

(a). To ensure transparency and accountability in the fee protest tabulation while protecting the privacy rights of record owners and customers of record, protests will be maintained in confidence until tabulation begins following the public hearing.

(b). Once a protest is opened during the tabulation, it becomes a disclosable public record, as required by state law.

8. City Clerk. The City Clerk shall not accept as valid any protest if he or she determines that any of the following is true:

(a). The protest does not state its opposition to the proposed charges.

(b). The protest does not name the record owner or record customer of the parcel identified in the protest as of the date of the public hearing.

(c). The protest does not identify a parcel served by the City that is subject to the proposed charge.

(d). The protest does not bear an original signature of the named record owner of, or record customer with respect to, the parcel identified on the protest. Whether a signature is valid shall be entrusted to the reasonable judgment of the City Clerk, who may consult signatures on file with the County Elections Official.

(e). The protest was altered in a way that raises a fair question as to whether the protest actually expresses the intent of a record owner or a customer of record to protest the charges.

(f). The protest was not received by the City Clerk before the close of the public hearing on the proposed charges.

(g). A request to withdraw the protest was received prior to the close of the public hearing on the proposed charges.

9. City Clerk's Decisions Final. The City Clerk's decision that a protest is not valid shall constitute a final action of the City and shall not be subject to any internal appeal.

10. Majority Protest:

(a). A majority protest exists if written protests are timely submitted and not withdrawn by the record owners of, or customers of record with respect to, a majority (50% plus one) of the parcels subject to the proposed charge.

(b). While the City may inform the public of the number of parcels served by the City when a notice of proposed rates is mailed, the number of parcels with active customer accounts served by the City on the date of the hearing shall control in determining whether a majority protest exists.

11. Tabulation of Protests. At the conclusion of the public hearing, the City Clerk shall tabulate all protests received, including those received during the public hearing, and shall report the results of the tabulation to the City Council. If the total number of protests received is insufficient to constitute a majority protest, the City Clerk may determine the absence of a majority protest without validating the protests received but may instead deem them all valid without further examination. Further, if the number of protests received is obviously substantially fewer than the number required to constitute a majority protest, the City Clerk may determine the absence of a majority protest without opening the envelopes in which protests are returned

12. Report of Tabulation. If at the conclusion of the public hearing, the City Clerk determines that she will require additional time to tabulate the protests, she shall so advise the City Council, which may adjourn the meeting to allow the tabulation to be completed on another day or days. If so, the City Council shall declare the time and place of tabulation, which shall be conducted in a place where interested members of the public may observe the tabulation, and the City Council shall declare the time at which the meeting shall be resumed to receive and act on the tabulation report of the City Clerk.

13. This resolution will become effective immediately upon adoption.

APPROVED and ADOPTED this 4th day of May 2021.

Craig S. Green, Mayor

ATTEST:

Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert S. McKinnell, City Clerk of the City Of Placentia do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 4th day of May 2021 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

CITY OF PLACENTIA
EXHIBIT "A" BACK-UP

July 1, 2021 ADJUSTED RATES

277.75% Local CPI-U [12 Months Annual 2020]

280.17% Local CPI-U [12 Months Annual 2021]

0.673% Local CPI-U Change (Adjustment in (B))

Jan 2021 over Jan 2020 Annual CPI, using Los Angeles- Long Beach-Anaheim

0.16% Organics Sector Wide PI TO BE CONFIRMED BY REPUBLIC

\$35.67 Orange County Gate Fee July 2020

\$36.09 Orange County Gate Fee July 2021

1.177% Orange County Gate Fee Change (Adjustment in (E))

	(A) Service Fee	(B) Green Waste Processing Rate	(C) CPI Adj.	(D) Adjusted Service Fee [(A)+(B)]	(E) Orange Co. Landfill	(F) Landfill Adjustment	(G) Adjusted Landfill Cost [(F)+(E)]	(H) Solid Waste & Recycling Svcs. Coordinator Fee	(I) Total Rate [(D)+(G)+(H)]	(J) Total Rate EH 7-1-21	(K) Franchise [15% of (I)]	(L) Administrative [5% of (I)]	(M) Fees Paid to Placentia	Net Percent Rate Change	DOUBLE-CHECK OF RATE CALCULATIONS		
															(B) Must = 0.87%	(E) Must = 1.18%	(J) Must = 20.00%
RESIDENTIAL																	
Single Family	\$ 22.95	\$2.25	\$ 0.22	\$ 25.42	\$ 3.34	\$ 0.04	\$ 3.38	\$ 0.30	\$ 28.80	\$ -	\$ -	\$ -	\$ -	0.98%	0.86%	1.18%	0.00%
Additional Containers																	
Black "Trash" Container	\$ 8.04		\$ 0.05	\$ 8.04	\$ 3.34	\$ 0.04	\$ 3.38		\$ 8.42	\$ -	\$ -	\$ -	\$ -	0.98%	0.87%	1.18%	20.00%
Brown "Yard Waste" Container	\$ 5.24		\$ 0.05	\$ 5.24	n/a				\$ 5.24	\$ -	\$ -	\$ -	\$ -	0.87%	0.87%	n/a	20.00%
Green "Recycling" Container	\$ -		\$ -	\$ -	n/a				\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	n/a	n/a	n/a
Residential Special Services																	
Residential Roll-Out Service	\$ 12.33		\$ 0.11	\$ 12.44	n/a				\$ 12.44	\$ -	\$ -	\$ -	\$ -	0.87%	0.87%	n/a	20.00%
Extra Dump - All 3 Containers	\$ 26.19		\$ 0.23	\$ 26.42	n/a				\$ 26.42	\$ -	\$ -	\$ -	\$ -	0.87%	0.87%	n/a	20.00%
Exchange of All 3 Containers	\$ 40.50		\$ 0.35	\$ 40.86	n/a				\$ 40.86	\$ -	\$ -	\$ -	\$ -	0.87%	0.87%	n/a	20.00%
Container Replacement - Misuse	\$ 71.66		\$ 0.63	\$ 72.28	n/a				\$ 72.28	\$ -	\$ -	\$ -	\$ -	0.87%	0.87%	n/a	20.00%
Residential Bulky-Item Pick-ups																	
Additional Pick-ups over 3x p/Year	\$ 50.69		\$ 0.44	\$ 51.13	n/a				\$ 51.13	\$ -	\$ -	\$ -	\$ -	0.87%	0.87%	n/a	20.00%
Charge for each item over 10	\$ 7.24		\$ 0.06	\$ 7.30	n/a				\$ 7.30	\$ -	\$ -	\$ -	\$ -	0.87%	0.87%	n/a	20.00%
Additional Fee Gas Recovery	\$ 50.69		\$ 0.44	\$ 51.13	n/a				\$ 51.13	\$ -	\$ -	\$ -	\$ -	0.87%	0.87%	n/a	20.00%
Three Yard Containers																	
3 Days + Dump	\$ 93.70		\$ 0.82	\$ 94.52	\$ 5.80	\$ 0.07	\$ 6.87		\$ 100.39	\$ -	\$ -	\$ -	\$ -	0.89%	0.87%	1.18%	20.00%
Each Additional Day	\$ 7.66		\$ 0.07	\$ 7.73	n/a				\$ 7.73	\$ -	\$ -	\$ -	\$ -	0.87%	0.87%	n/a	20.00%

CITY OF PLACENTIA
EXHIBIT "A" BACK-UP

(A) Service Fee	(B) CPI Adj.	(C) Adjusted Service Fee	(D) Orange Co. Landfill	(E) Landfill Adjustment	(F) Adjusted Landfill Cost	(G) Solid Waste & Recycling Svcs, Coordinator Fee Sector PI 0.92%	(H) Total Rate [(C)+(F)+(G)]	(I) Organic PI 0.16%	(J) Total Rate Eff 7-1-21	(K) Franchise [15% of (G)]	(L) Administrative [5% of (G)]	(M) Fees Paid to Placentia	Net Percent Rate Change	DOUBLE-CHECK OF RATE CALCULATIONS			
		[(A)+(B)]			[(D)+(E)]									(B) Must =	(E) Must =	(J) Must =	
COMMERCIAL														0.87%	1.18%	20.00%	
Commercial Barrel (Each)																	
1 x p/wk (Max of Three)	\$ 20.82	\$ 0.18	\$ 21.00	\$ 6.38	\$ 0.08	\$ 6.46	\$ 0.18	\$ 27.46	\$ 0.04	\$ 27.61	\$ 4.13	\$ 1.37	\$ 5.50	1.10%	0.87%	1.18%	20.00%
Each Additional Pick-up Freq (Max 3 X)	\$ 20.82	\$ 0.18	\$ 21.00	\$ 6.38	\$ 0.08	\$ 6.46	\$ 0.18	\$ 27.46	\$ 0.04	\$ 27.61	\$ 4.13	\$ 1.37	\$ 5.50	1.10%	0.87%	1.18%	20.00%
Organic Commercial Barrel (Each)																	
BAG only, 1 x p/wk (Max of Three)	\$ 47.85	\$ 0.42	\$ 48.28				\$ 0.44	\$ 48.28	\$ 0.08	\$ 48.34	\$ 7.25	\$ 2.41	\$ 9.68	1.03%	0.87%	0.00%	20.00%
Each Additional Pick-up Freq (Max 3 X)														0.00%	0.00%	0.00%	
Two Yard Containers																	
One Pick-up Only	\$ 124.57	\$ 1.09	\$ 126.00	\$ 17.66	\$ 0.21	\$ 17.87	\$ 1.18	\$ 144.87	\$ 0.23	\$ 144.80	\$ 21.74	\$ 7.23	\$ 28.97	1.07%	0.87%	1.18%	20.00%
Each Additional Pick-up Freq (Max 3 X)	\$ 65.07	\$ 0.57	\$ 66.83	\$ 17.66	\$ 0.21	\$ 17.87	\$ 0.80	\$ 83.50	\$ 0.13	\$ 83.64	\$ 12.55	\$ 4.18	\$ 16.73	1.10%	0.87%	1.18%	20.00%
Non-Scheduled Pick-up	\$ 59.26	\$ 0.52	\$ 60.78	\$ 4.08	\$ 0.05	\$ 4.13	\$ 0.66	\$ 63.91	\$ 0.10	\$ 64.01	\$ 9.80	\$ 3.20	\$ 12.80	1.05%	0.87%	1.18%	20.00%
Three Yard Containers																	
First Pick-up	\$ 155.83	\$ 1.36	\$ 167.19	\$ 26.46	\$ 0.31	\$ 26.77	\$ 1.43	\$ 185.39	\$ 0.29	\$ 186.08	\$ 27.85	\$ 9.27	\$ 37.12	1.08%	0.87%	1.18%	20.00%
Each Additional Pick-up Freq	\$ 84.20	\$ 0.73	\$ 84.93	\$ 26.46	\$ 0.31	\$ 26.77	\$ 0.77	\$ 112.47	\$ 0.16	\$ 112.86	\$ 16.90	\$ 5.62	\$ 22.52	1.11%	0.87%	1.18%	20.00%
Non-Scheduled Pick-up	\$ 72.85	\$ 0.64	\$ 73.49	\$ 6.10	\$ 0.07	\$ 6.17	\$ 0.87	\$ 80.33	\$ 0.13	\$ 80.48	\$ 12.07	\$ 4.02	\$ 16.09	1.08%	0.87%	1.18%	20.00%
Three Yard Manure Containers																	
First Pick-up	\$ 155.83	\$ 1.36	\$ 167.19	\$ 39.84	\$ 0.47	\$ 40.31	\$ 1.43	\$ 189.83	\$ 0.31	\$ 189.26	\$ 29.88	\$ 9.95	\$ 39.84	1.09%	0.87%	1.18%	20.00%
Each Additional Pick-up Freq	\$ 84.20	\$ 0.73	\$ 84.93	\$ 39.84	\$ 0.47	\$ 40.31	\$ 0.77	\$ 128.01	\$ 0.20	\$ 128.21	\$ 18.83	\$ 6.30	\$ 25.23	1.13%	0.87%	1.18%	20.00%
Non-Scheduled Pick-up	\$ 72.84	\$ 0.64	\$ 73.48	\$ 6.10	\$ 0.07	\$ 6.17	\$ 0.87	\$ 80.32	\$ 0.13	\$ 80.44	\$ 12.07	\$ 4.02	\$ 16.09	1.08%	0.87%	1.18%	20.00%
Three Yard Compactors																	
First Pick-up	\$ 192.26	\$ 1.66	\$ 193.83	\$ 85.31	\$ 0.77	\$ 88.08	\$ 1.77	\$ 261.78	\$ 0.41	\$ 262.20	\$ 39.33	\$ 13.08	\$ 52.42	1.11%	0.87%	1.18%	20.00%
Each Additional Pick-up Freq	\$ 120.88	\$ 1.05	\$ 121.82	\$ 85.31	\$ 0.77	\$ 88.08	\$ 1.11	\$ 189.11	\$ 0.30	\$ 189.41	\$ 28.41	\$ 9.45	\$ 37.87	1.14%	0.87%	1.18%	20.00%
Non-Scheduled Pick-up	\$ 110.71	\$ 0.97	\$ 111.87	\$ 15.07	\$ 0.18	\$ 16.26	\$ 1.02	\$ 127.94	\$ 0.20	\$ 128.14	\$ 19.22	\$ 6.40	\$ 25.62	1.07%	0.87%	1.18%	20.00%
Four Yard Containers																	
First Pick-up	\$ 171.42	\$ 1.50	\$ 172.91	\$ 35.69	\$ 0.42	\$ 36.11	\$ 1.88	\$ 210.00	\$ 0.33	\$ 210.33	\$ 31.64	\$ 10.53	\$ 42.17	1.08%	0.87%	1.18%	20.00%
Each Additional Pick-up Freq	\$ 92.62	\$ 0.81	\$ 93.43	\$ 35.69	\$ 0.42	\$ 36.11	\$ 0.89	\$ 130.39	\$ 0.21	\$ 130.60	\$ 19.59	\$ 6.52	\$ 26.11	1.12%	0.87%	1.18%	20.00%
Non-Scheduled Pick-up	\$ 80.13	\$ 0.70	\$ 80.83	\$ 8.23	\$ 0.10	\$ 8.33	\$ 0.74	\$ 86.89	\$ 0.14	\$ 87.04	\$ 13.51	\$ 4.49	\$ 18.00	1.08%	0.87%	1.18%	20.00%
Six Yard Containers																	
First Pick-up	\$ 179.21	\$ 1.58	\$ 180.77	\$ 52.92	\$ 0.82	\$ 83.84	\$ 1.88	\$ 235.06	\$ 0.37	\$ 236.33	\$ 35.45	\$ 11.80	\$ 47.25	1.10%	0.87%	1.18%	20.00%
Each Additional Pick-up Freq	\$ 98.83	\$ 0.84	\$ 97.87	\$ 52.82	\$ 0.82	\$ 83.84	\$ 0.89	\$ 152.10	\$ 0.24	\$ 152.34	\$ 22.85	\$ 7.81	\$ 30.46	1.14%	0.87%	1.18%	20.00%
Non-Scheduled Pick-up	\$ 83.79	\$ 0.73	\$ 84.82	\$ 12.22	\$ 0.14	\$ 12.38	\$ 0.77	\$ 97.85	\$ 0.15	\$ 97.89	\$ 14.67	\$ 4.88	\$ 19.55	1.07%	0.87%	1.18%	20.00%

CITY OF PLACENTIA
EXHIBIT "A" BACK-UP

(A) Service Fee	(B) CPI Adj.	(C) Adjusted Service Fee	(D) Orange Co. Landfill	(E) Landfill Adjustment	(F) Adjusted Landfill Cost	(G) Solid Waste & Recycling Svcs. Coordinator Fee Sector PI 9.92%	(H) Total Rate [(C)+(F)+(G)]	(I) Organic PI 0.16%	(J) Total Rate Eff 7-1-21	(K) Franchisee (15% of (J))	(L) Administrative (5% of (J))	(M) Fees Paid to Placentia	Net Percent Rate Change	DOUBLE-CHECK OF RATE CALCULATIONS		
		[(A)+(B)]			[(D)+(E)]									Must = 0.87%	Must = 1.18%	Must = 20.00%
COMMERCIAL																
Three Yard Construction Bin																
First Pick-up	\$ 203.06	\$ 1.77	\$ 204.84	\$ 26.69	\$ 0.32	\$ 27.21	\$ 233.91	\$ 0.37	\$ 234.28	\$ 35.14	\$ 11.70	\$ 46.84	1.07%	0.87%	1.18%	20.00%
Each Additional Pick-up Freq	\$ 99.14	\$ 0.88	\$ 100.00	\$ 27.86	\$ 0.33	\$ 28.18	\$ 128.00	\$ 0.20	\$ 128.31	\$ 19.40	\$ 6.46	\$ 25.86	1.10%	0.87%	1.18%	20.00%
Non-Scheduled Pick-up	\$ 72.85	\$ 0.84	\$ 73.49	\$ 8.42	\$ 0.08	\$ 8.60	\$ 80.86	\$ 0.13	\$ 80.79	\$ 12.12	\$ 4.03	\$ 16.15	1.06%	0.87%	1.18%	20.00%
Temp Three Yard Container - Non Profit																
3 Days + Dump	\$ 90.70	\$ 0.79	\$ 91.49	\$ 6.42	\$ 0.08	\$ 6.60	\$ 98.83	\$ 0.16	\$ 98.88	\$ 14.85	\$ 4.94	\$ 19.79	1.05%	0.87%	1.18%	20.00%
Each Additional Day	\$ 7.43	\$ 0.06	\$ 7.60				\$ 7.57	\$ 0.01	\$ 7.88	\$ 1.14	\$ 0.38	\$ 1.52	1.03%	0.87%	0.00%	20.00%
Commercial Recycle Containers																
Three Yard "Recycle" Containers																
First Pick-up	\$ 155.83	\$ 1.36	\$ 157.19				\$ 158.82	\$ 0.25	\$ 158.87	\$ 23.83	\$ 7.93	\$ 31.76	1.03%	0.87%	0.00%	20.00%
Each Additional Pick-up Freq	\$ 84.20	\$ 0.73	\$ 84.93				\$ 85.70	\$ 0.13	\$ 85.84	\$ 12.88	\$ 4.29	\$ 17.17	1.03%	0.87%	0.00%	20.00%
Non-Scheduled Pick-up	\$ 72.85	\$ 0.64	\$ 73.49				\$ 74.16	\$ 0.12	\$ 74.28	\$ 11.14	\$ 3.71	\$ 14.85	1.03%	0.87%	0.00%	20.00%
Contaminated Bin (Trash)	\$ 155.83	\$ 1.36	\$ 157.19				\$ 158.82	\$ 0.25	\$ 158.87	\$ 23.83	\$ 7.93	\$ 31.76	1.03%	0.87%	0.00%	20.00%
Commercial Special Services																
Pull Out Service																
First Pick-up	\$ 81.33	\$ 0.53	\$ 81.88				\$ 81.88	\$ -	\$ 81.88	\$ 9.28	\$ 3.09	\$ 12.37	0.87%	0.87%	0.00%	20.00%
Each Additional Pick-up Freq	\$ 61.33	\$ 0.53	\$ 61.88				\$ 61.88	\$ -	\$ 61.88	\$ 9.28	\$ 3.09	\$ 12.37	0.87%	0.87%	0.00%	20.00%
Non-Scheduled Pick-up	\$ 61.33	\$ 0.53	\$ 61.88				\$ 61.88	\$ -	\$ 61.88	\$ 9.28	\$ 3.09	\$ 12.37	0.87%	0.87%	0.00%	20.00%
Surcharge - Sunday Service	\$ 14.08	\$ 0.12	\$ 14.20				\$ 14.20	\$ -	\$ 14.20	\$ 2.13	\$ 0.71	\$ 2.84	0.87%	0.87%	0.00%	20.00%
Bin Exchange after One-Time p/Year	\$ 89.29	\$ 0.78	\$ 90.06				\$ 90.06	\$ -	\$ 90.08	\$ 13.51	\$ 4.50	\$ 18.01	0.87%	0.87%	0.00%	20.00%
Redelivery of Bin(s) - Non Payment	\$ 90.52	\$ 0.78	\$ 91.31				\$ 91.31	\$ -	\$ 91.31	\$ 13.70	\$ 4.57	\$ 18.27	0.87%	0.87%	0.00%	20.00%
Locking Latch Bins																
Self-Up Coat	\$ 107.43	\$ 0.94	\$ 108.37				\$ 108.37	\$ -	\$ 108.37	\$ 16.26	\$ 5.42	\$ 21.68	0.87%	0.87%	0.00%	20.00%
Monthly Maintenance Fee P/tp Freq	\$ 2.39	\$ 0.02	\$ 2.41				\$ 2.41	\$ -	\$ 2.41	\$ 0.38	\$ 0.12	\$ 0.48	0.87%	0.87%	0.00%	20.00%
Special Access / Code or Key Fee	\$ 11.91	\$ 0.10	\$ 12.01				\$ 12.01	\$ -	\$ 12.01	\$ 1.80	\$ 0.60	\$ 2.40	0.87%	0.87%	0.00%	20.00%
Container Steam Cleaning after 1x/Year	\$ 114.67	\$ 1.00	\$ 115.87				\$ 115.87	\$ -	\$ 115.87	\$ 17.35	\$ 5.78	\$ 23.13	0.87%	0.87%	0.00%	20.00%
Clean-Up/Disposal "Over the Top"	\$ 41.68	\$ 0.38	\$ 42.04				\$ 42.04	\$ -	\$ 42.04	\$ 8.31	\$ 2.10	\$ 8.41	0.87%	0.87%	0.00%	20.00%
Commercial Bulky-Item Pick-ups																
Basic Charge - Two Items	\$ 50.69	\$ 0.44	\$ 51.13				\$ 51.13	\$ -	\$ 51.13	\$ 7.67	\$ 2.58	\$ 10.23	0.87%	0.87%	0.00%	20.00%
Charge for each item over Two	\$ 7.24	\$ 0.08	\$ 7.30				\$ 7.30	\$ -	\$ 7.30	\$ 1.10	\$ 0.37	\$ 1.47	0.87%	0.87%	0.00%	20.00%
Additional Fee Gas Recovery	\$ 50.69	\$ 0.44	\$ 51.13				\$ 51.13	\$ -	\$ 51.13	\$ 7.67	\$ 2.56	\$ 10.23	0.87%	0.87%	0.00%	20.00%
Tilt Hopper Monthly Rental	\$ 46.43	\$ 0.41	\$ 46.83				\$ 46.83	\$ -	\$ 46.83	\$ 7.02	\$ 2.34	\$ 9.38	0.87%	0.87%	0.00%	20.00%
Three Yard Bin Monthly Rental	\$ 59.52	\$ 0.52	\$ 60.04				\$ 60.04	\$ -	\$ 60.04	\$ 9.01	\$ 3.00	\$ 12.01	0.87%	0.87%	0.00%	20.00%

CITY OF PLACENTIA
EXHIBIT "A" BACK-UP

(A) Service Fee	(B) CPI Adj.	(C) Adjusted Service Fee	(D) Orange Co Landfill	(E) Landfill Adjustment	(F) Adjusted Landfill Cost	(G) Solid Waste & Recycling Svcs, Coordinator Fee Sector PI 0.82%	(H) Total Rate [(C)+(F)+(G)]	(I) Organic PI 0.16%	(J) Total Rate EM 7-1-21	(K) Franchise [15% of (J)]	(L) Administrative [5% of (J)]	(M) Fees Paid to Placentia	Net Percent Rate Change	DOUBLE-CHECK OF RATE CALCULATIONS			
		[(A)+(B)]			[(C)+(E)]									(B) Must =	(E) Must =	(J) Must =	
														0.87%	1.18%	20.00%	
INDUSTRIAL ROLL-OFF SERVICES																	
Permanent Services																	
15-Yard Demo Container	\$ 411.82	\$ 3.59	\$ 416.42	\$ 220.95	\$ 2.80	\$ 223.86	\$ 3.78	\$ 842.75	\$ 1.01	\$ 843.76	\$ 96.58	\$ 32.14	\$ 128.70	1.12%	0.87%	1.18%	20.00%
15-Yard Demo Container - Clean Inerts	\$ 374.98	\$ 3.27	\$ 378.25				\$ 3.46	\$ 381.70	\$ 0.60	\$ 382.30	\$ 57.35	\$ 19.09	\$ 76.44	1.03%	0.87%	0.00%	20.00%
30-Yard Drop Off Container	\$ 389.35	\$ 3.40	\$ 392.75	\$ 184.13	\$ 2.17	\$ 186.30	\$ 3.88	\$ 582.63	\$ 0.92	\$ 583.55	\$ 87.53	\$ 29.13	\$ 116.66	1.11%	0.87%	1.18%	20.00%
30-Yard Container - Green Waste	\$ 540.39	\$ 4.71	\$ 545.10				\$ 4.87	\$ 550.08	\$ 0.86	\$ 550.94	\$ 82.64	\$ 27.50	\$ 110.14	1.03%	0.87%	0.00%	20.00%
40-Yard Compactor	\$ 489.14	\$ 4.27	\$ 493.41	\$ 257.78	\$ 3.04	\$ 260.82	\$ 4.80	\$ 758.73	\$ 1.19	\$ 760.92	\$ 113.98	\$ 37.94	\$ 151.93	1.12%	0.87%	1.18%	20.00%
Temporary Services																	
15-Yard Demo Container	\$ 420.59	\$ 3.67	\$ 424.26	\$ 220.95	\$ 2.80	\$ 223.86	\$ 3.87	\$ 851.88	\$ 1.02	\$ 852.90	\$ 97.91	\$ 32.58	\$ 130.49	1.12%	0.87%	1.18%	20.00%
15-Yard Demo Container - Clean Inerts	\$ 387.27	\$ 3.38	\$ 390.65				\$ 3.86	\$ 394.21	\$ 0.62	\$ 394.83	\$ 59.22	\$ 19.71	\$ 78.93	1.03%	0.87%	0.00%	20.00%
30-Yard Drop Off Container	\$ 409.03	\$ 3.57	\$ 412.60	\$ 184.13	\$ 2.17	\$ 186.30	\$ 3.76	\$ 802.87	\$ 0.95	\$ 803.82	\$ 90.54	\$ 30.13	\$ 120.67	1.10%	0.87%	1.18%	20.00%
30-Yard Container - Green Waste	\$ 552.89	\$ 4.82	\$ 557.71				\$ 5.08	\$ 562.80	\$ 0.88	\$ 563.68	\$ 84.52	\$ 28.13	\$ 112.65	1.03%	0.87%	0.00%	20.00%
Overweight Surcharge p/ton (Actual weight over 8 tons/load)																	
Trash Loads	\$ 20.01	\$ 0.17	\$ 20.18	\$ 38.63	\$ 0.43	\$ 37.28	\$ 0.18	\$ 57.82	\$ 0.09	\$ 57.72	\$ 8.66	\$ 2.88	\$ 11.54	1.33%	0.87%	1.18%	20.00%
Clean Inerts	\$ 36.89	\$ 0.32	\$ 37.21				\$ 0.34	\$ 37.55	\$ 0.08	\$ 37.63	\$ 5.64	\$ 1.88	\$ 7.52	1.03%	0.87%	0.00%	20.00%
Clean Green Waste	\$ 48.29	\$ 0.42	\$ 48.71				\$ 0.44	\$ 49.15	\$ 0.08	\$ 49.23	\$ 7.39	\$ 2.46	\$ 9.85	1.03%	0.87%	0.00%	20.00%
Industrial Special Services																	
Saturday Service - Per Pull	\$ 37.70	\$ 0.33	\$ 38.11				\$ 38.11		\$ -	\$ 38.11	\$ 5.72	\$ 1.91	\$ 7.63	0.87%	0.87%	0.00%	20.00%
Mandatory Signature Required - Per Pull	\$ 5.96	\$ 0.05	\$ 6.01				\$ 6.01		\$ -	\$ 6.01	\$ 0.90	\$ 0.30	\$ 1.20	0.87%	0.87%	0.00%	20.00%
Additional Days Temp R/O Per Day	\$ 14.46	\$ 0.13	\$ 14.69				\$ 14.69		\$ -	\$ 14.69	\$ 2.19	\$ 0.73	\$ 2.92	0.87%	0.87%	0.00%	20.00%
Stand-By Hourly Rate	\$ 90.52	\$ 0.79	\$ 91.31				\$ 91.31		\$ -	\$ 91.31	\$ 13.70	\$ 4.57	\$ 18.27	0.87%	0.87%	0.00%	20.00%
Relocation/Trip Charge/Dead Run	\$ 60.04	\$ 0.52	\$ 60.56				\$ 60.56		\$ -	\$ 60.56	\$ 9.01	\$ 3.00	\$ 12.01	0.87%	0.87%	0.00%	20.00%
Packer "Turn-A-Round" Surcharge Per Pull	\$ 11.91	\$ 0.10	\$ 12.01				\$ 12.01		\$ -	\$ 12.01	\$ 1.80	\$ 0.60	\$ 2.40	0.87%	0.87%	0.00%	20.00%
Heavy-Duty Truck Service - Per Pull	\$ 416.67	\$ 3.63	\$ 420.30				\$ 420.30		\$ -	\$ 420.30	\$ 63.05	\$ 21.02	\$ 84.07	0.87%	0.87%	0.00%	20.00%
R/O Container Steam Cleaning after 1st/Yr.	\$ 119.05	\$ 1.04	\$ 120.09				\$ 120.09		\$ -	\$ 120.09	\$ 18.01	\$ 6.00	\$ 24.01	0.87%	0.87%	0.00%	20.00%
Storage Container Rental / Delivery	\$ 94.05	\$ 0.82	\$ 94.87				\$ 94.87		\$ -	\$ 94.87	\$ 14.23	\$ 4.74	\$ 18.97	0.87%	0.87%	0.00%	20.00%
Storage Container Return \$10 DO + Per/Mil	\$ 1.31	\$ 0.01	\$ 1.32				\$ 1.32		\$ -	\$ 1.32	\$ 0.20	\$ 0.07	\$ 0.27	0.87%	0.87%	0.00%	20.00%



City of Placentia
401 East Chapman Avenue
Placentia, CA 92870

CITY OF PLACENTIA NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on Tuesday July 06, 2021 at 7:00 p.m., or as soon thereafter as the matter may be heard, the City Council of the City of Placentia will hold a Public Hearing in the Council Chambers of the Placentia City Hall, 401 E. Chapman Avenue, to consider proposed increases to the City's solid waste rates for Fiscal Year 2021-22, with a proposed effective date of July 1, 2021.

REASON FOR PUBLIC HEARING: The City Council will hold a public hearing on the above date and time to consider increasing rates for residential and commercial refuse collection services. In 1996, California voters approved Proposition 218, which establishes a specific process for cities to impose or increase certain types of fees. Proposition 218 provides that certain "Property Related" rates are subject to a noticed public hearing and "majority protest" process. Solid waste and recycling collection fees for single-family residential properties can be considered "Property Related" fees under Proposition 218 because in Placentia, fees for refuse collection and recycling services paid by single family residential customers are collected via the property tax roll. In most other Cities, refuse haulers bill customers directly or the fees for service are billed via a water or other utility bill.

This notice is being provided to you pursuant to Section 6 of Article XIID of the California Constitution (Proposition 218) and Section 53755 of the Government Code which require that notification be sent 45 days in advance of the public hearing, to the address to which the City customarily provides the refuse collection service, or the known mailing address of the property owner, for each identified single family residential parcel upon which any new or increased refuse rate or charge is being proposed ("customer of record"). You are being provided with this notice 45 days in advance of the public hearing as the identified owner of real property in the City of Placentia subject to the proposed solid waste and recycling rates. As a property owner, you have a right to submit a written protest to the proposed rate change.

BASIS FOR RATE INCREASES: The request for the proposed rate increase is based upon the City's existing refuse collection franchise agreement with Republic Services ("Franchise Agreement"). The Franchise Agreement provides for increases in refuse rates due to following: (a) the Service Component will automatically be adjusted each July 1st in proportion to the increase or decrease in the cost of living as determined by the percentage change in the Consumer Price Index ("CPI") for All Urban Consumers in the Los Angeles-Long Beach-Anaheim, CA area for the twelve (12) month period ending on January 31st, (b) the Disposal Component will automatically be adjusted in proportion to the increase or decrease in disposal costs as determined by the percentage change in the County Landfill Gate Tipping fee, and (c) changes in other operational costs in providing refuse collection services. The proposed rate increase for Fiscal Year 2021-2022 is due to a 3.1% increase in the cost of living as determined by CPI-U, Los Angeles-Long-Beach Anaheim, CA index for January 2021 over January 2020, a 1.76% increase in the County Landfill Gate Tipping Fee as determined by County of Orange, which will be in effect July 1, 2021

WRITTEN PROTEST PROCEDURES: Any property owner whose property will be subject to the imposition of the proposed solid waste service fees and any tenant directly responsible for the payment of such fees (i.e., a customer of record) may submit a written protest to the proposed changes; provided, however, that only one protest will be counted per identified parcel. Any written protest must state that the identified property owner is in opposition to the proposed solid waste service charges; (2) provide the location of the identified parcel (by assessor’s parcel number, street address, or customer account); (3) provide written evidence (example: current copy of City Services Bill) that the person is the property owner, if the person was not shown on Orange County’s last equalized assessment roll as the property owner; and (4) include the name and signature of the property owner submitting the protest. Written protests may be submitted by mail or in person to the City Clerk’s Office at 401 East Chapman Avenue, Placentia, CA 92870 or at the Public Hearing (date and time noted above), provided they are received prior to the conclusion of the public comment portion of the Public Hearing. *Any protest submitted via e-mail or other electronic means will not be accepted.*

PUBLIC HEARING PROCESS: All property owners of record and members of the public are invited to attend the public hearing. All members of the public are entitled to make comments at the public hearing, regardless of whether they choose to submit a written protest or own property that would be subject to the new increased rates. The City Council will hear and consider all materials and testimony concerning these matters, as well as, all written protests against the proposed rate increases. At the Public Hearing, the City Council will hear and consider all written and oral protests to the proposed solid waste service charges. **Oral comments at the Public Hearing, however, will not qualify as formal protests unless accompanied by a written protest.**

The City Clerk will tabulate written protests immediately following the close of the public hearing and will report the results directly to the City Council.

- If you do not want to protest the proposed rates, you do not need to take any action.
- If you want to protest the proposed rates, you must provide a written protest as outlined above.

At the close of the Public Hearing, the City Council will be authorized to adopt new refuse rates and related fees if written protests against the proposed increases are not presented by a majority of identified parcels upon which the proposed rates are to be imposed. If the proposed rates and fees are adopted, the increases will be effective July 1, 2021.

The City Council meeting agenda and staff report for the Public Hearing should be available by 7:00 p.m., Thursday, July 01, 2021 on the City’s website at: <http://placentia.org/citycouncilagenda>.

If you have questions regarding this notice or how it may impact your property, please contact the Department of Public Works at (714) 993-8148, Monday through Thursday from 7:30 a.m. to 6:00 p.m.

On page 3 of the notice, please find a summary of the proposed solid waste and recycling collection rates effective July 1, 2021.

EN ESPAÑOL: Para recibir una copia de este documento en español sobre la propuesta de incrementar las tarifas de la colección de basura por favor llámenos al (714) 993-8148, de lunes a viernes de 7:30 a.m. a 6:00 p.m.

Residential Waste Rate Summary – FY 2021-22			
Residential Rate	FY 2020-21	FY 2021-22	Rate Change
Single-Family (Monthly)	\$29.63	\$28.80	-\$0.83/-2.8%
Single-Family (Annual)	\$349.02	\$345.60	-\$3.42/-0.98%

Calculation for Proposed Rate	
Rate Component	Single-Family Residential (Monthly)
Base Service Fee	\$22.95
Green Waste Processing Fee	\$2.25
CPI Adjustment of 0.9% (January 2021 over January 2020)	\$0.22
Landfill Disposal Fee Adjustment of 1.17%	\$3.38 (\$0.04)
City Refuse & Recycling Coordinator Fee	\$0.30
Proposed FY 21-22 Rate	\$28.80

Commercial Refuse & Recycling Rate Summary – FY 2021-22			
Commercial Monthly Rate	FY 2020-21	FY 2021-22	Rate Change
3-Yard Refuse Container	\$182.51	\$185.68	\$3.17/1.74%
3-Yard Recycling Container	\$156.02	\$158.87	\$2.85/1.82%

Commercial Organics Rate Summary – FY 2021-22			
Commercial Organics Monthly Rate	FY 2020-21	FY 2021-22	Rate Change
2-Yard Refuse or Organics Container	\$142.40	\$144.90	1.75%
64 Gallon Organics Cart	\$47.90	\$48.34	0.92%

Commercial Rates Breakdown – FY 2021-22				
Rate Component	3-Yard Trash Container	3-Yard Recycling Container	2-Yard Organics Container	64 Gallon Organics Cart
Base Service Fee	\$155.83	\$155.83	\$124.57	\$47.85
CPI Adjustment of 0.9% (January 2021 over January 2020)	\$1.36	\$1.36	\$1.09	\$0.42

Landfill Disposal Fee Adjustment of 1.17%	\$26.77(\$0.31)	N/A	\$17.66 (\$0.21)	N/A
Organics Recycling Component Adjustment of 0.16%*	\$0.29	N/A	\$0.23	\$0.08
City Refuse & Recycling Coordinator Fee	\$1.43	\$1.43	\$1.15	\$0.44
Proposed FY 2021-22 Rate	\$185.68	\$158.87	\$144.90	\$48.26

*Note: This is only an estimate.



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY CITY ADMINISTRATOR / PUBLIC SERVICES & INFRASTRUCTURE

DATE: MAY 4, 2021

SUBJECT: **RESOLUTION SETTING PUBLIC HEARING FOR PROPOSED SEWER RATE INCREASES**

FISCAL
IMPACT: EXPENSE: \$ 12,000 MAILING EXPENSE
BUDGETED: \$ 12,000 FY 2020-21 OPERATING BUDGET
SEWER MAINTENANCE ENTERPRISE FUND

SUMMARY:

The Public Works Department is charged with administering the City's Sewer Maintenance Enterprise Fund ("Fund"). During the last two (2) fiscal year reviews of the City's Comprehensive Annual Financial Report (CAFR), the City's Financial Audit Oversight Committee ("Committee") has noted that the Fund has a structural deficit. The Committee also noted that actions should be taken by the City to ensure there are sufficient funds to properly administer the City's sewer system. In 2018, the City completed a Sewer Master Plan ("Master Plan") under a contract with Dudek Corporation. Subsequently the City contracted with SCI Consulting Services ("SCI") to prepare a Sewer Cost Recovery Fee Rate Study ("Study"). The previous sewer rate study was completed in 2005 and there have been no adjustments or updates to the original sewer rate fee since that time.

On March 16, 2021, the City Council initiated a Study Session on the Study and continued the item to the April 20, 2021 City Council Regular Meeting to allow more time for Staff to provide further information on the proposed rates. The City Council conducted the Study on April 20, 2021 and directed Staff to return to the City Council on May 4, 2021 to set the public hearing date and initiate the Proposition 218 process.

RECOMMENDATION:

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

1. Adopt Resolution No. R-2021-XX, a Resolution of the City Council of the City of Placentia, California, declaring its intention to adopt increased sanitary sewer system service fees, setting a public hearing for July 6, 2021, and directing Staff to provide notice pursuant to Proposition 218; and

1. f.
May 4, 2021

2. Adopt Resolution No. R-2021-XX, a Resolution of the City Council of the City of Placentia, California, adopting procedures for establishing and increasing property related fees and charges under Proposition 218.

DISCUSSION:

Background

The City currently maintains 84 miles of gravity sanitary sewer pipelines and approximately 600 manholes. The City's wastewater is transferred into the Orange County Sanitation District's collection system (OCSD) via 35 separate connections for treatment. Yorba Linda Water District (YWLD) owns and maintains 10 miles of sewer lines within the City's borders and provides sewer collection for the County unincorporated "Hamer Island."

On April 26, 2002, the Santa Ana Regional Water Quality Control Board ("RWQCB") issued Board Order ("Order") No. R8-2002-0014, which prohibited the discharge of untreated sewage to any surface water storm or drainage system. This Order included numerous provisions, including the requirement for every agency to prepare a Sewer System Management Plan (SSMP) to address all requirements of the Order by September 30, 2005. In 2005, the City adopted a sanitary sewer fee and established the Sewer Maintenance Enterprise Fund to meet the increased costs and to comply with regulations adopted by the Santa Ana RWQCB.

In addition to regulatory compliance, to adequately maintain and operate the sewer collection system ensuring the system functions properly and preventing sewage spills, the City must develop and regularly update a financial plan for the Sewer Maintenance Enterprise Fund to meet operation and maintenance costs and fund necessary capital improvements. The City has not adjusted the sanitary sewer fee rates since March 2005 even though the costs associated with maintaining the City's sewer system continue to rise. In 2019, the City contracted with SCI to conduct a cost recovery study of the City's Sewer Maintenance Enterprise Fund.

The Study was presented to the City Council Sewer Utility, Refuse, and Recycling Ad-Hoc Committee ("SURR Committee") at their February 24, 2021 meeting. Staff presented the detailed findings of the Master Plan and Study and proposed an updated sewer rate structure. Upon a thorough review, the Committee provided Staff direction and recommended that the Study rates be forwarded to the full City Council for consideration.

On March 16, 2021, the City Council held a Study Session to review a Staff report and presentation on the background and analysis relative to a potential increase to the City's existing sewer collection rates based upon the recently completed Master Plan and Study. The City Council voted to continue the Study Session to the April 20, 2021 City Council meeting and requested additional information from Staff regarding the City's existing sewer fee structure and rate methodology. The City Council conducted a Study Session on April 20, 2021 regarding the Study and directed Staff to return to the City Council on May 4, 2021 to set the public hearing date and initiate the Proposition 218 process.

2020 Sewer Cost Recovery Fee Rate Study

The completed Study includes a five-year financial plan and cost of service analysis as well as development of sanitation rates. The analysis reviewed the current rate structure in determining needed adjustments for the next five (5) years. The study includes the following findings:

- The City's current sewer service rates provide a minimal amount of funding to provide for basic maintenance of the sewer system.
- The rates do not provide any funding for capital improvements and system repairs.
- The rates have not been adjusted since March 2005; since that time, the cumulative annual price change has increased by a factor of 37.2% and revenues have not kept pace with the capital needs of the system.

The Study recommends the implementation of an updated sewer service fee structure that includes two (2) separate fees: maintenance fee and capital fee. The maintenance fee will fund operating and maintenance costs of the sewer system. The capital fee will fund sewer replacement, rehabilitation, and capacity enhancement improvements through a series of capital projects that are necessary to replace and upgrade the sewer system. The capital rate was developed utilizing the City's Sewer Master Plan. The Sewer Master Plan prepared by Dudek in 2018 identified over \$13 million in needed rehabilitation and capacity improvement projects. There is currently no dedicated funding source for these recommended capital improvements.

The proposed fee structure will continue to be based on water consumption per user category and charged on a per cubic foot (CCF) unit. To properly allocate costs to each customer class, the City's consultant estimated the discharge factors and sewer flow for each class using water consumption data provided by GSWC and YLWD from 2016-2019. The discharge factors for Single-Family Residential, Multi-Family Residential, Institutional, and Government/Public customers remained consistent with the discharged factors calculated from the 2005 study. The current Study recommends a discharge factor of 100% for Commercial and Industrial customers since these customers typically have minimal landscape irrigation or outdoor watering needs. The data suggests that outdoor water use for these classes is minimal since annualized winter use for these classes nearly equals their actual yearly use, thus their return to sewer factor is nearly 100%.

The following table provides a summary and breakdown of the proposed sewer fee rates for FY 2021-22:

Table 1: Current vs Proposed Rates for FY 2021-22

User Class	Proposed Rates for FY 2021-22			
	Current Rate (Per CCF)	Sewer Maintenance Fee (Per CCF)	Sewer Capital Fee (Per CCF)	Total Proposed Rates (Per CCF)
Single-Family Residential	\$0.35	\$0.32	\$ 0.40	\$0.72
Multi-Family Residential	\$0.39	\$0.36	\$0.46	\$0.82
Commercial	\$0.37	\$0.42	\$0.46	\$0.96

Industrial	\$0.37	\$0.42	\$0.54	\$0.96
Institutional	\$0.25	\$0.23	\$0.30	\$0.53
Government and Public	\$0.35	\$0.32	\$0.40	\$0.72

The following table summarizes the current and proposed sewer rates over the next five (5) years with an annual of increase of 3.0%.

Table 2: Proposed Five-Year Sewer Fee Schedule

User Class	Current (FY 2020-21)	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26
Single-Family Residential	\$0.35	\$0.72	\$0.74	\$0.76	\$0.79	\$0.81
Multi-Family Residential	\$0.39	\$0.82	\$0.84	\$0.87	\$0.89	\$0.92
Commercial	\$0.37	\$0.96	\$0.99	\$1.02	\$1.05	\$1.08
Industrial	\$0.37	\$0.96	\$0.99	\$1.02	\$1.05	\$1.08
Institutional	\$0.25	\$0.53	\$0.54	\$0.56	\$0.58	\$0.59
Government & Public	\$0.35	\$0.72	\$0.74	\$0.76	\$0.79	\$0.81

Proposition 218

In addition to the provisions established in the franchise agreement, the City’s ability to adjust rates is governed by Proposition 218. In 1996, California voters approved Proposition 218 which requires a specific process for cities to impose or increase certain types of fees. The provisions of Proposition 218 set forth in Article XIII D of the California Constitution provide that certain types of “Property Related Fees” are subject to a “majority protest” process.

The provisions of Proposition 218 set criteria for property-related fees for refuse, water, and sewer services. The fees must be set so that:

- The revenues generated by the fee do not exceed the cost of service
- No property owner’s fee exceeds his/her proportionate share of the costs
- The City does not impose a property-related fee for a service that is not available to the property owner

Upon incorporation of the City Council' s recommendations and direction to send Proposition 218 notices, pursuant to California Constitution Article XIII D, Section 6, Staff will prepare and send notices to all property owners (and as a courtesy to all customers, i. e. tenants) that receive sewer service from the City. There will be a 45-day public notice period at which time, property owners and customers may send written protests for consideration by the City Council. Protests from property owners will be tallied at the public hearing tentatively set for July 6, 2021 . Notwithstanding

a majority protest, City Council can consider verbal testimony from anyone and written protests from non-property owners and decide to approve the rates.

Proposition 218, and subsequent legislation AB 1260, define the process for establishing or adjusting property-based fees. The process requires a notice of the proposed fee be sent to all property owners in the City and 45 days after the notice is sent, a public hearing be conducted by the City Council. During the 45-day period and up until the close of the public hearing, a property owner may protest the fee by submitting a written protest. If more than 50% (percent) of the property owners of record in the City protest the fee, the City Council would be prohibited from enacting the fee change.

Proposition 218 Process and Next Steps

The proposed Sanitary Sewer Service Fees are subject to the Proposition 218 process, below is a timeline of the steps necessary to complete the process:

Step	Date
Adoption of Resolution to Set Public Hearing and Direct Staff to Initiate the Proposition 218 Process	May 4, 2021
Community Outreach	May 5, 2021 – July 6, 2021
Staff finalizes the Public Notice for printing and mailing	May 5, 2021 – May 21, 2021
Notice of Public Hearing – 45 Day Minimum Notice	No later than Friday, May 21, 2021
Public Hearing	July 6, 2021
Effective Date of Rates	August 6, 2021

Staff recommends that the City Council adopt a resolution stating the City’s intention to adopt the proposed Sanitary Sewer Service Fees for fiscal years 2021-22 through 2025-26 and sets a public hearing date of July 6, 2021, in conformance with Proposition 218 (Attachment 1) and a second resolution that establishes the procedures for establishing and increasing property-related fees and directs Staff to commence the 45-day protest process consistent with Proposition 218 (Attachment 2). A notice including procedures for submitting a written protest will be mailed to all property owners shown on the last equalized property tax assessment roll that receive sewer service from the City. The notice will include information about sewer services in the City and the reason for the proposed rate increase, as well as the current rates and proposed rates (Attachment 3). Owners will be informed that if they wish to protest the proposed new rates, they must submit their written protest to the City Clerk in advance or on the night of the public hearing prior to the close of the hearing.

FISCAL IMPACT:

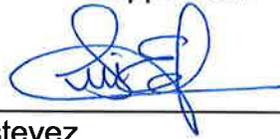
The cost for postage for mailing out the public hearing notice for the proposed rate increase to the City's sewer rates is estimated at \$12,000. There are budgeted funds in the Fiscal Year 2020-21 Sewer Enterprise Fund budget to cover these costs. There is no impact to the General Fund.

Prepared by:



Elsa Y. Robinson
Management Analyst

Reviewed and approved:



Luis Estevez
Deputy City Administrator

Reviewed and approved:



Jessica Brown
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Resolution No. R-2021-XX – Setting Public Hearing
2. Resolution No. R-2021-XX – Ballot Procedures
3. Draft Prop 218 Public Notice of Proposed Sewer Rate Increase

RESOLUTION NO. R-2021-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, DECLARING ITS INTENTION TO ADOPT INCREASED SANITARY SEWER SYSTEM SERVICE FEES, SETTING A PUBLIC HEARING FOR JULY 6, 2021, AND DIRECTING STAFF TO PROVIDE NOTICE PURSUANT TO PROPOSITION 218

A. Recitals

(i). The City Council of the City of Placentia, California ("City") hereby finds, determines, declares, and resolves as follows:

Pursuant to Section 5473 of the California Health & Safety Code, the City Council has received a report of sewer charges for Fiscal Years 2021-22 through 2025-26, computed in conformity with a Sewer Rate Study Report prepared by SCI Consulting (which Report will be placed on file in the Office of the City Clerk and available for public inspection prior to the protest hearing and is incorporated herein by reference); and,

(ii). the Legislature of the State of California, by enactment of Assembly Bill 939 of 1989 Act) (California Public Resources Code Section 40000 et seq.), has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for solid waste handling within their jurisdiction; and,

Pursuant to California Public Resources Code §40059 (a)(1), the City Council of the City of Placentia has determined that the public health, safety, and welfare require that an exclusive franchise agreement be awarded to qualified solid waste enterprise for solid waste handling services within the City of Placentia ("City").

On May 4, 2020, the City Council considered the proposed sewer rates and concluded that it is appropriate to adopt the rates it proposes for the next five fiscal years; and

(iii). Article XIII D of the California Constitution imposes certain procedural and substantive requirements relating to assessments (as defined).

Proposition 218, article XIII D section 2(e) defines "fee" as any levy or charge imposed upon real property by an agency "as an incident of property ownership, including a user fee or charge for a property related service." Article XIII D section 2(h) defines "property-related service" as "a public service having direct relationship to property ownership.

B. Resolution

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLACENTIA DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

1. The Recitals set forth in Part A., above, are true and correct.
2. The City Council hereby declares its intention to provide and collect fees for solid waste collection services provided to all record owners within in the City, described in Section 3 of this Resolution, for fiscal years 2021– 2022 through 2025–2026; and,
3. The City Council hereby declares its intention to conduct a Public Hearing concerning the proposed sewer rate increases for fiscal years 2021– 2022 through 2025–2026 in accordance with Section 6 of Article 13D of the California Constitution; and, notice is hereby given that a Public Hearing on these matters will be held by the City Council on Tuesday, July 6, 2021 at 7:00 P.M., or as soon thereafter as feasible, in the City Council Chambers located at 401 East Chapman Avenue, Placentia, California.
4. The City Clerk is hereby instructed and authorized to give notice of a hearing on the proposed rates in the manner required by Health & Safety Code section 5473.1 and Government Code section 6066 and the Deputy City Administrator is hereby instructed and authorized to give notice of a protest hearing on the proposed rates as required by Article XIII D, section 6, subdivision (a) of the California Constitution in substantially the form presented to the City Council at its May 4, 2021 meeting with such hearing to be held at 7:00 p.m. in the City Council chambers on July 6, 2021.
5. At the Public Hearing, the City Council shall consider all objections or protests, if any, to the proposed rate increases, and any person shall be permitted to present written or oral testimony. Although oral comments at the Public Hearing will not qualify as a formal protest, the City Council welcomes community input during the Public Hearing.
6. At the conclusion of the Public Hearing, all protests submitted and not withdrawn will be tabulated in conformity with the City's tabulation guidelines.
7. A majority protest exists if protests are submitted in opposition to the proposed rate increases by a majority (50% plus 1) of the property owners and solid waste service customers. Although both property owners and solid waste service customers are permitted to submit protests, only one protest shall be counted for each parcel.
8. At the Public Hearing, all interested persons shall be afforded the opportunity to hear and be heard.
9. The City Council hereby directs staff to mail the notice of the public hearing regarding the levy of a user fee to be held on June 16, 2020 at 7:00 p.m. at the Council Chambers located at 401 East Chapman Avenue, Placentia, CA 92870.

APPROVED and ADOPTED this 4TH day of May 2021.

Craig S. Green, Mayor

ATTEST:

Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert S. McKinnell, City Clerk of the City Of Placentia do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 4th day of May 2021 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

RESOLUTION NO. R-2021-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, ADOPTING PROCEDURES FOR ESTABLISHING AND INCREASING PROPERTY RELATED FEES AND CHARGES UNDER PROPOSITION 218

A. Recitals

(i). The City Council of the City of Placentia, California ("City") hereby finds, determines, declares, and resolves as follows:

(ii). Proposition 218 was adopted on November 6, 1996, adding Articles XIIC and XIID to the California Constitution.

(iii.) Articles XIIC and XIID of the California Constitution requires the City to comply with the substantive and procedural requirements set forth in section 6 of Article XIID of the California Constitution prior to imposing or increasing a fee or charge upon any parcel of property or upon any person as an incident of property ownership; and

(iv). Proposition 218 requires that the "record owner" of the parcel upon which the fee or charge is proposed for imposition or increase be notified of the amount of the fee, the basis upon which the amount of the fee was calculated, the reason for the fee, and the date, time, and location of a public hearing on the fee; and

(v.) Proposition 218 does not clearly set forth the meaning of "record owner" for purposes of the notice required by section 6 of Article XIID; and Proposition 218 does not clearly set forth who is allowed to submit protests, the procedure for submitting protests, or how the protests are to be tabulated; and

(vi). The City Council wishes to set forth procedures for these two issues in this resolution which are intended to be consistent with both Proposition 218 and with the Proposition 218 Omnibus Implementation Act.

(vii). Proposition 218, article XIID section 2(e) defines "fee" as any levy or charge imposed upon real property by an agency "as an incident of property ownership, including a user fee or charge for a property related service." Article XIID section 2(h) defines "property-related service" as "a public service having direct relationship to property ownership.

B. Resolution

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLACENTIA DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

1. The facts set forth in the Recitals, Part A of this Resolution, are true and correct.

2. The following procedures shall be used when imposing or increasing a fee or charge subject to Article XIID of the California Constitution when notice of a public hearing with respect to the adoption or increase of water, wastewater, or solid waste utility charges has been given by the City pursuant to Article XIID, Section 6(a) of the California Constitution, the following shall apply:

3. Definitions. Unless the context plainly indicates another meaning was intended, the following definitions shall apply in construction of these guidelines:

(a). "Parcel" means a County Assessor's parcel the owner or occupant of which is subject to the proposed charge that is the subject of the hearing.

(b). "Record customer" and "customer of record" mean (i) the person or persons whose name or names appear on the City's records as the person who has contracted for, or is obligated to pay for, utility services to a particular utility account or (ii) another person who demonstrates to the reasonable satisfaction of the City Clerk that he, she, or it is a tenant of real property directly liable to pay the proposed fee.

(c). "Record owner" or "parcel owner" means the person or persons whose name or names appear on the County Assessor's latest equalized assessment roll as the owner of a parcel.

(d) A "fee protest proceeding" is not an election, but the City Clerk will maintain the confidentiality of protests as provided below and will maintain the security and integrity of protests at all times.

4. Protest Submittal:

(a). Any record owner or customer of record who is subject to the proposed utility charge that is the subject of the hearing may submit a written protest to the City Clerk, by:

- Delivery to the City Clerk's Office at Placentia City Hall, 401 East Chapman Avenue, Placentia, CA 92870 during published business hours
- Mail to City Clerk, 401 East Chapman Avenue, Placentia, CA 92870 or
- Personally submitting the protest at the public hearing.

(b). Protests must be received by the end of the public hearing, including those mailed to the City. No postmarks will be accepted; therefore, any protest

not actually received by the close of the hearing, whether or not mailed prior to the hearing, shall not be counted.

(c). Emailed, faxed and photocopied protests shall not be counted.

(d). Although oral comments at the public hearing will not qualify as a formal protest unless accompanied by a written protest, the City Council welcomes input from the community during the public hearing on the proposed charges.

5. Protest Withdrawal. Any person who submits a protest may withdraw it by submitting to the City Clerk a written request that the protest be withdrawn. The withdrawal of a protest shall contain sufficient information to identify the affected parcel and the name of the record owner or customer of record who submitted both the protest and the request that it be withdrawn.

6. Multiple Record Owners or Customers of Record:

(a) . Each record owner or customer of record of a parcel served by the City may submit a protest. This includes instances where:

(i) A parcel is owned by more than a single record owner or more than one name appears on the City's records as the customer of record for the parcel, or

(ii) A customer of record is not the record owner, or

(iii) A parcel includes more than one record customer, or

(iv) Multiple parcels are served via a single utility account, as master-metered multiple family residential units.

(b). Only one protest will be counted per parcel as provided by Government Code Section 53755(b).

7. Transparency, Confidentiality, and Disclosure:

(a). To ensure transparency and accountability in the fee protest tabulation while protecting the privacy rights of record owners and customers of record, protests will be maintained in confidence until tabulation begins following the public hearing.

(b). Once a protest is opened during the tabulation, it becomes a disclosable public record, as required by state law.

8. City Clerk. The City Clerk shall not accept as valid any protest if he or she determines that any of the following is true:

(a). The protest does not state its opposition to the proposed charges.

(b). The protest does not name the record owner or record customer of the parcel identified in the protest as of the date of the public hearing.

(c). The protest does not identify a parcel served by the City that is subject to the proposed charge.

(d). The protest does not bear an original signature of the named record owner of, or record customer with respect to, the parcel identified on the protest. Whether a signature is valid shall be entrusted to the reasonable judgment of the City Clerk, who may consult signatures on file with the County Elections Official.

(e). The protest was altered in a way that raises a fair question as to whether the protest actually expresses the intent of a record owner or a customer of record to protest the charges.

(f). The protest was not received by the City Clerk before the close of the public hearing on the proposed charges.

(g). A request to withdraw the protest was received prior to the close of the public hearing on the proposed charges.

9. City Clerk's Decisions Final. The City Clerk's decision that a protest is not valid shall constitute a final action of the City and shall not be subject to any internal appeal.

10. Majority Protest:

(a). A majority protest exists if written protests are timely submitted and not withdrawn by the record owners of, or customers of record with respect to, a majority (50% plus one) of the parcels subject to the proposed charge.

(b). While the City may inform the public of the number of parcels served by the City when a notice of proposed rates is mailed, the number of parcels with active customer accounts served by the City on the date of the hearing shall control in determining whether a majority protest exists.

11. Tabulation of Protests. At the conclusion of the public hearing, the City Clerk shall tabulate all protests received, including those received during the public hearing, and shall report the results of the tabulation to the City Council. If the total number of protests received is insufficient to constitute a majority protest, the City Clerk may determine the absence of a majority protest without validating the protests received but may instead deem them all valid without further examination. Further, if the number of protests received is obviously substantially fewer than the number required to constitute a majority protest, the City Clerk may determine the absence of a majority protest without opening the envelopes in which protests are returned

12. Report of Tabulation. If at the conclusion of the public hearing, the City Clerk determines that she will require additional time to tabulate the protests, she shall so advise the City Council, which may adjourn the meeting to allow the tabulation to be completed on another day or days. If so, the City Council shall declare the time and place of tabulation, which shall be conducted in a place where interested members of the public may observe the tabulation, and the City Council shall declare the time at which the meeting shall be resumed to receive and act on the tabulation report of the City Clerk.

13. This resolution will become effective immediately upon adoption.

APPROVED and ADOPTED this 4th day of May 2021

Craig S. Green, Mayor

ATTEST:

Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert S. McKinnell, City Clerk of the City Of Placentia do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 4th day of May 2021 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



**NOTICE OF PUBLIC HEARING
ON PROPOSED ADJUSTMENTS TO SEWER RATES**

NOTICE IS HEREBY GIVEN that on **Tuesday, July 6, 2021, at 7:00 p.m.**, at or as soon thereafter as may be heard, a public hearing will be held at the Placentia City Council Chambers located, at 401 East Chapman Avenue in the City Council Chambers to consider proposed increases to the City's sewer rates,

NOTICE IS FURTHER GIVEN that the City of Placentia ("City") proposes to consider and adopt an increase to rates for a five year time period for sewer rates ("Rates") applicable to the Assessor Parcel Number ("APN") for which you are shown as the property owner of record based on the County of Orange 2020/2021 Secured Tax Roll; or the property for which you are currently the customer of record for sewer services.

WHY ARE YOU RECEIVING THIS NOTICE?

You are receiving this notification in compliance with California Constitution Article XIII D Section 6 (Proposition 218) requirements that all impacted property owners are mailed notice of proposed rate changes at least 45 days prior to a public hearing. In addition, Section 53755 of the Government Code authorizes that notices be mailed to customers who are billed for the service. Proposition 218 also establishes a protest process for the public to follow if they wish to oppose the proposed rates. The purpose of the public hearing is to consider all written protests against the proposed rate changes. As the owner of record of a parcel, or a customer subject to the imposition of the proposed rate changes, you may submit a written protest against the proposed rate changes.

At the time of the public hearing, the City Council will hear and consider all persons interested in this matter and will consider and may adopt the proposed increased Rate or impose a rate in an amount less than the proposed increase set forth below. If the City receives, prior to the closing of the public hearing on July 6, 2021, written protests against the proposed increase to the Rates by a majority of owners of the parcels located within the City's service area, the City cannot impose the proposed Rate increase for the sewer service.

BASIS OF PROPOSED RATES

The City is required, by State Law, City standards and practices, and Enterprise Fund requirements, to collect revenues sufficient to fund current and future costs of operating, maintaining, and administering the existing sewer facilities, and fund capital improvements and infrastructure replacement programs. These revenues allow the City to protect public health and safely and reliably collect, convey, and treat wastewater. By State law, the City may not collect more revenue than is necessary to recover the total costs of providing services. The proposed rates were developed through a comprehensive Sewer Cost Recovery Study designed to meet all legal requirements and fairly and equitably recover the required revenue from all customer classes. The 2020 Sewer Cost Rate Study is available for review at www.placentia.org/sewerrates.

WHY ARE THE RATE CHANGES BEING CONSIDERED?

The City of Placentia provides wastewater collection service to the majority of parcels within the 6.6 square mile City limits through approximately 84 miles of gravity sanitary sewer pipelines. The City's wastewater collection system conveys untreated wastewater to Orange County Sanitation District's (OCSD) trunk sewer system via 35 separate connections. OCSD conveys, treats, and disposes of the City's wastewater flows via OCSD treatment plants. The City is responsible for maintaining the gravity sanitary sewer pipelines.

Financially, the City's sewer system is operated as a self-supporting enterprise that relies primarily on revenues from sewer rates to fund the cost of providing service. The sewer rates collected from property owners generate the revenue to operate and maintain the system and invest in necessary replacements and upgrades. The City has not adjusted the sanitary sewer fee rates since March 2005 even though the costs associated with maintaining the City's sewer system continue to rise.

The City is obligated by State regulations to maintain the integrity of its sewer system so that sewage spills do not occur. During the last two (2) fiscal year reviews of the City's Comprehensive Annual Financial Report (CAFR), the City's Financial Audit Oversight Committee ("Committee") has noted that the Fund has a structural deficit. The Committee also noted that actions should be taken by the City to ensure there are sufficient funds to properly administer the City's sewer system. In 2018, the City completed a Sewer Master Plan ("Master Plan") and identified \$15.9 million in needed rehabilitation and capacity improvement projects.

The City recently completed the 2020 Sewer Cost Rate Study and develop a financial plan that guides investment in the sewer sanitary system over the next five years. The Study recommends the implementation of an updated sewer service fee structure that includes two (2) separate fees: maintenance fee and capital fee. The maintenance fee will fund operating and maintenance costs of the sewer system.

The capital fee will fund sewer replacement, rehabilitation, and capacity enhancement improvements through a series of capital projects that are necessary to replace and upgrade the sewer system.

Additional information regarding the basis for the proposed rate increase are set forth in the Study, staff reports, and supporting documents provided to the City Council for the Study Session held on March 16, 2021 and April 20, 2021 can be found at: <https://www.placentia.org/667/City-Council-Meeting-Archives>.

PROPOSED SEWER RATES

The City is proposing to phase in a series of sewer rate increases over the next five years as shown on the table below. The proposed sewer rates include two components as follows:

- Sewer Maintenance Fee
- Sewer Capital Fee

PROPOSED SEWER RATE SCHEDULE FOR FY 2021-22 (10/6/21)				
User Class	Current Rates (FY 2020-21)	Sewer Maintenance Fee	Sewer Capital Fee	Total Sewer Fees
Single-Family Residential	\$0.35	\$0.32	\$0.42	\$0.72
Multi-Family Residential	\$0.39	\$0.36	\$0.46	\$0.82
Commercial	\$0.37	\$0.42	\$0.54	\$0.96
Industrial	\$0.37	\$0.42	\$0.54	\$0.96
Institutional	\$0.25	\$0.23	\$0.30	\$0.53
Government & Public	\$0.35	\$0.23	\$0.40	\$0.72

PROPOSED FIVE-YEAR SEWER RATE SCHEDULE (\$/sq ft)						
User Class	Current Rates (FY 2020-21)	Proposed FY 2021-22	Proposed FY 2022-23	Proposed FY 2023-24	Proposed FY 2024-25	Proposed FY 2025-26
Single-Family Residential	\$0.35	\$0.72	\$0.74	\$0.76	\$0.79	\$0.81
Multi-Family Residential	\$0.39	\$0.82	\$0.84	\$0.87	\$0.89	\$0.92
Commercial	\$0.37	\$0.96	\$0.99	\$1.02	\$1.05	\$1.08
Industrial	\$0.37	\$0.96	\$0.99	\$1.02	\$1.05	\$1.08
Institutional	\$0.25	\$0.53	\$0.54	\$0.56	\$0.58	\$0.59
Government & Public	\$0.35	\$0.72	\$0.74	\$0.76	\$0.79	\$0.81

Proposition 218 allows **property owners** to respond to the proposed fees prior to or during the public hearing. Consistent with the provisions of Proposition 218, this notice has been mailed to all owners of affected real property as the names and addresses appear on the latest equalized assessment role. If you object to the proposed fees as described in this Notice you may file a written protest with the City Clerk at or before the time set for the public hearing. Protests can be mailed or personally delivered to:

City Clerk
City of Placentia
401 East Chapman Avenue
Placentia, CA 92870

A valid protest **must** include:

1. The name of the record owner or owners of the property, and
2. Identification of the property by either assessor's parcel number or street address, and
3. A statement of protest ("I protest" will suffice), and
4. The original signature of the protesting owner or owners (photocopies will not be accepted).

If the owners of a majority of the affected properties file written protests, the proposed fee will NOT be imposed.

Please note that each property will be counted as a single vote, regardless of the number of owners. If there are two record owners, both must sign the written protest. If there are more than two owners, the protest must be signed by a majority of the owners. Multiple protests returned for a single property will be disallowed and the City Clerk will only accept one protest per property.

The City Clerk will determine the validity of all protests submitted and exclude any invalid protests from the final tabulation. The City Clerk may confer with the City Attorney in determining the validity of written protests. As part of this process, the City Attorney may view contested or suspect protest forms. The City Clerk's decisions shall be final and binding. In the preliminary determination of validity, the City Clerk will disregard as invalid all protests in the following categories:

1. The purported protest is a photocopy and does not contain an original authorized signature,
2. The purported protest does not identify the owners of the property,
3. The purported protest has not been signed by the owner or owners of record,
4. The purported protest has not been signed by both record owners (if there are two owners) or a majority of record owners (if there are more than two owners),
5. The purported protest does not have an identifiable statement of protest,
6. The purported protest is one of multiple protests returned for a single property, or
7. The purported protest's appearance or method of delivery reflects any other circumstances which reasonably demonstrate that the protest has been tampered with or is otherwise invalid.

If you have any questions regarding this Notice or the proposed sewer maintenance fee, or would like even more detailed information, please call Elsa Robinson, Management Analyst for City of Placentia at (714) 993-8148.

Si quiere tener esta noticia o más información sobre la tarifa de alcantarillado sanitario en español, por favor llame a la Ciudad de Placentia, (714) 993-8148.

**City of Placentia
401 East Chapman Avenue
Placentia, CA 92870**



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY CITY ADMINISTRATOR / PUBLIC SERVICES & INFRASTRUCTURE

DATE: MAY 4, 2021

SUBJECT: **RESOLUTION RELATING TO FISCAL YEAR 2021-22 LEVY OF ASSESSMENTS TO THE CITY OF PLACENTIA LANDSCAPE MAINTENANCE DISTRICT NO. 92-1 AND SETTING A PUBLIC HEARING FOR JUNE 1, 2021 AT 7:00 P.M.**

FISCAL
IMPACT: REVENUE: \$447,500 RECOUPED THROUGH ASSESSMENTS
EXPENDITURES: \$417,300 (LMD 92-1 FUND)

SUMMARY:

Each year the City must conduct a public hearing to provide for the Levy of Assessments for the City of Placentia Landscape Maintenance District No. 92-1 ("LMD No. 92-1"), prepare a final Engineer's Report, and provide for any annexations into the District as proposed. This action will adopt resolutions necessary to set forth a public hearing for June 1, 2021 to provide for the Fiscal Year ("FY") 2021-22 annual levy of assessments for LMD No. 92-1 as well as finalize the annual Engineer's Report.

RECOMMENDATION:

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

1. Adopt Resolution R-2021-XX, a Resolution of the City Council of the City of Placentia, California, directing preparation of the final Engineer's Report for Fiscal Year 2021-22 for the continuation of the annual assessments for Landscape Maintenance District No. 92-1; and
2. Adopt Resolution R-2021-XX, a Resolution of the City Council of the City of Placentia, California, 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 setting a time and place for public hearing thereon.

**1. g.
May 4, 2021**

DISCUSSION:

LMD No. 92-1 (the "District") assesses various parcels located within the District a flat amount each year to provide funding to maintain various perimeter and median landscapes, as well as other improvements (e.g., entrance signs, parkway vistas). The current maximum assessment rate per assessment unit for single family residential parcels is \$154.87 per year. This rate cannot be increased without the approval of the property owners within the District.

The District was established pursuant to the provisions of the "Landscaping and Lighting Act of 1972," Division 15 of the Streets and Highway Code. The annual levy of assessments is for providing landscape maintenance of specific improvements in those areas within the Boundary Map of the District and outlined in the preliminary Engineer's Report, which is on file in the offices of the City Engineer and City Clerk. A final annual Engineer's Report will be prepared and presented to the City Council for its consideration as required by law.

The legal authority for setting the assessments in LMD No. 92-1 is set forth in the Landscape and Lighting Act of 1972 which is found in Streets and Highways Code Section 22500, *et seq.*, and pertinent provisions of the California Government Code. The District is exempt from and not subject to the procedures and approval processes set forth in Article XIII D, Section 4 of the California Constitution enacted by Proposition 218 on November 5, 1996. That is due to the fact that Proposition 218 also enacted Article XIII D, Sections 5 and 5(b) which exempts assessment districts formed prior to November 6, 1996 and which were formed pursuant to a petition signed by those owning all the parcels subject to the assessment at the time the assessment was initially imposed, provided there is no increase in the amount assessed on a property owner in a particular category from the prior year.

In Placentia, LMD No. 92-1 was formed prior to November 6, 1996, and pursuant to a petition signed by those owning all the parcels, subject to the assessment at the time the assessment was initially imposed. In addition, there is no increase in the amount assessed on a property owner in a category of assessment unit for FY 2021-22 as compared to FY 2020-21. Therefore, the District is exempt from the procedures and approval processes of Proposition 218 for FY 2021-22.

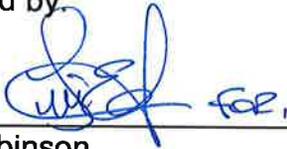
Two (2) resolutions have been prepared for City Council consideration. The first resolution (Attachment 1) orders the preparation of a final Engineer's Report to include the plans, specifications, cost estimate, and diagram of the landscape improvements. The second resolution (Attachment 2) declares the Council's intention to provide for the annual levy and collection of assessments, as well as establishes June 1, 2021 as the public hearing date.

FISCAL IMPACT:

The annual assessment charged in the LMD has not been increased since 1992 when it was first formed. However, ongoing annual maintenance and operation costs have continued to increase creating a structural deficit in the LMD fund. Pursuant to City Council policy direction, maintenance for Placentia Champions Sports Complex has been paid for from the General Fund for the past several years in part to help slow the growth of the structural deficit. For FY 2021-22 LMD No. 92-

1 has estimated current expenditures of \$417,300. The irrigation budget in the LMD for FY 2021-22 was reduced in order to help create a small reserve cushion to avoid a General Fund subsidy to the LMD. The district will generate approximately \$447,500 in revenue leaving a balance of \$30,200 allocated as an LMD reserve cushion for next fiscal year. Staff is currently evaluating various options the City Council could consider restructuring the LMD to ensure the financial sustainability of the Fund over the long term. Staff will present the City Council with potential options to evaluate as part of the June 1, 2021, public hearing to consider adopting the LMD levy for FY 2021-22. Funding for the Engineer's Report has been appropriated in the adopted FY 2020-21 Budget. There is no impact to the General Fund associated with these recommended actions.

Prepared by:



Elsa Robinson
Management Analyst

Reviewed and approved:



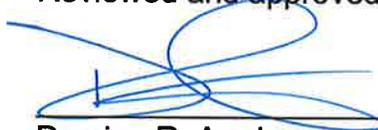
Luis Estevez
Deputy City Administrator

Reviewed and approved:



Jessica Brown
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Resolution R-2021-XX, Directing Preparation of the Final Engineer's Report
2. Resolution R-2021-XX, Setting a Public Hearing
3. Preliminary Engineer's Report – Placentia LMD 92-1 Fiscal Year 2021-22

RESOLUTION NO. R-2021-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, DIRECTING PREPARATION OF THE FINAL ENGINEER'S REPORT FOR FISCAL YEAR 2021-22 FOR THE CONTINUATION OF THE ANNUAL ASSESSMENTS FOR LANDSCAPE MAINTENANCE DISTRICT NO. 92-1

A. Recitals

(i). On May 5, 1992, by its Resolution No. 92-R-123, this Council ordered the formation of and levied the first assessment within the Placentia Landscape Maintenance District No. 92-1 ("District") in accordance with the provisions of Article XIII D of the California Constitution, and the Landscaping and Lighting Act of 1972 (the "Act"), Part 2 of Division 15 of the California Streets and Highways Code (commencing with Section 22500 thereof); and

(ii). The City Council of the City of Placentia, California, desires to initiate proceedings for the annual levy of assessments for said District; and

(iii). The proceedings for the annual levy of assessments shall relate to the fiscal year commencing July 1, 2021, and ending June 30, 2022; and

(iv). The provisions of said Division 15, Part 2, require a written Report, consisting of the following; and

1. Plans and specifications of the area of the works of improvement to be maintained; and
2. An estimate of the costs for maintaining the improvements for the above-referenced fiscal year; and
3. A diagram of the area proposed to be assessed; and
4. An assessment of the estimated costs for maintenance work for said fiscal year.

B. Resolution

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLACENTIA DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

1. The Recitals set forth in Part A., above, are true and correct.

2. The purpose of the District is for the installation, maintenance and servicing of landscape improvements, as described in Section 3 below.

3. Within the landscape maintenance district, the existing and proposed improvements to be undertaken by the City are generally described as the installation, maintenance, and servicing of public facilities, including but not limited to, landscaping, sprinkler systems, park facilities, play fields, landscape corridors, publicly owned trees, street frontages, playground equipment and hard-court areas, as applicable, for property owned and maintained by the City. Maintenance means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of said improvements, including repair, removal, or replacement of all or part of any improvement; providing for the life, growth, health and beauty of landscaping; and cleaning, sandblasting and painting of walls and other improvements to remove or cover graffiti. Servicing means the furnishing of electric current or energy for the operation or lighting of any improvements, and water for irrigation of any landscaping or the maintenance of any other improvements.

4. SCI Consulting Group is hereby designated as Engineer of Work for purposes of these proceedings and is hereby ordered to prepare a Final Engineer's Report in accordance with Article 4 of Chapter 1 of the Act and Article XIII D of the California Constitution. Upon completion, the Engineer shall file the Engineer's Report with the City Clerk for submission to the Council.

APPROVED and ADOPTED this 4th day of May 2021.

Craig S. Green, Mayor

ATTEST:

Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert S. McKinnell, City Clerk of the City Of Placentia do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 4th day of May 2021 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

RESOLUTION NO. R-2021-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, 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 SETTING THE TIME AND PLACE FOR A PUBLIC HEARING THEREON

A. Recitals

(i). The City Council of the City of Placentia, in 1992, formed a landscape maintenance district pursuant to the terms and provisions of the Landscaping and Lighting Act of 1972 ("Act"), Division 15, Part 2, of the California Streets and Highways Code, in what is known and designated as:

**CITY OF PLACENTIA
LANDSCAPE MAINTENANCE DISTRICT NO. 92-1**

(Hereinafter the "District.")

(ii). Proposition 218 adopted November 5, 1996 added Articles XIII C and XIII D to the California Constitution providing, at Article XIII D, § 5, that new assessment districts formed after November 6, 1996 and assessment increases in existing assessment districts be subject to specified procedures and approval processes set forth in Article XIII D, § 4; and

(iii). California Constitution Article XIII D, §§ 5 and 5 (b), provides that any assessment imposed in an assessment district formed prior to November 6, 1996 pursuant to a petition signed by those owning all of the parcels subject to the assessment at the time such district was formed and the assessment initially imposed, provided there is no increase in the amount assessed on an owner in a particular category of assessment unit, shall be exempt from the procedures and approval process set forth in Article XIII D, § 4; and

(iv). The District was formed prior to November 6, 1996 pursuant to a petition signed by those owning all of the parcels subject to the assessment at the time the assessment was initially imposed; and

(v). There is no increase in the amount proposed to be assessed on any parcel within the District in any category of assessment unit, for the period from Fiscal Year 2020-21 to Fiscal Year 2021-22, thereby rendering the District exempt from the procedures and approval process set forth in Article XIII D, § 4; and

(vi). The City Council desires, pursuant to the provisions of the Act to provide for the annual levy of assessments for the 2021-22 Fiscal Year, to provide for the costs and expenses reasonably necessary for the maintenance of improvements within said District; and

(vii). The assessment engineer has presented a report ("Report"), as required by law, setting forth the reasonably necessary maintenance for Fiscal Year 2021-22 and setting forth the recommended levy therefore.

B. Resolution

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLACENTIA DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

1. The facts set forth in the Recitals, Part A of this Resolution, are true and correct.
2. The Report has been made, filed with the City Clerk and duly considered by the City Council and is hereby deemed sufficient and preliminarily approved. The Report shall stand as the Engineer's Report for all subsequent proceedings under and pursuant to the foregoing resolution.
3. The public interest and convenience require the annual levy and collection of special assessments for the continual maintenance of improvements, to serve and benefit said District as set forth in the Report of the Engineer, incorporated herein as a part hereof.
4. The Report, setting forth the reasonably necessary maintenance for Fiscal Year 2021-22 and setting forth the recommended levy therefore, hereby is received and is directed to be filed in the Office of the City Clerk.
5. The public interest and convenience require, and it is the intention of this City Council to order, reasonably necessary maintenance for Fiscal Year 2021-22, and further it is determined to be in the public interest and convenience to levy and collect annual assessments to pay the costs and expenses of said maintenance and improvements as estimated in said "Report."
6. The assessments levied and collected shall be for the maintenance of certain landscape improvements, maintenance, and servicing as set forth in the Engineer's Report, referenced and so incorporated herein.
7. NOTICE IS HEREBY GIVEN THAT ON TUESDAY, JUNE 1, 2022, AT 7:00 P.M. OR AS SOON THEREAFTER AS THE MATTER MAY BE HEARD, IN THE COUNCIL CHAMBERS LOCATED AT 401 E. CHAPMAN AVENUE, PLACENTIA, THE CITY COUNCIL SHALL CONDUCT A PUBLIC HEARING TO RECEIVE PROTESTS OR OBJECTIONS, IF ANY THERE BE, REGARDING THE LEVEL OF MAINTENANCE AND

THE LEVY OF ASSESSMENTS WITHIN AND UPON ALL PROPERTY WITHIN LANDSCAPE MAINTENANCE DISTRICT NO. 92-1. ANY PERSON WHO WISHES TO OBJECT TO THE PROCEEDINGS FOR THE ANNUAL LEVY SHOULD FILE A WRITTEN PROTEST WITH THE CITY CLERK PRIOR TO THE TIME SET AND SCHEDULED FOR SAID PUBLIC HEARING.

8. The City Council hereby directs the City Clerk to give notice of a public hearing, pursuant to California Government Code § 6061, in a newspaper of general circulation within the City.

9. The City Clerk is further directed to cause a copy of this Resolution to be posted upon the official bulletin board customarily used for the posting of notices and to mail, by first class mail, a copy of the notice to those interested parties who have filed written requests.

10. For any and all information relating to the proceedings, protest procedure, any documentation and/or information of a procedural or technical nature, your attention is directed:

Luis Estevez
Public Works Department
City of Placentia
401 East Chapman Avenue
Placentia, California

APPROVED and ADOPTED this 4th day of May 2021.

Craig S. Green, Mayor

ATTEST:

Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert S. McKinnell, City Clerk of the City Of Placentia do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 4th day of May 2021 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



CITY OF PLACENTIA

LANDSCAPE MAINTENANCE DISTRICT No. 92-1

ENGINEER'S REPORT

FISCAL YEAR 2021-22

APRIL 2021

PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972,
GOVERNMENT CODE AND ARTICLE XIII D OF THE CALIFORNIA CONSTITUTION

ENGINEER OF WORK:
SCI Consulting Group
4745 MANGELS BOULEVARD
FAIRFIELD, CALIFORNIA 94534
PHONE 707.430.4300
FAX 707.430.4319
WWW.SCI-CG.COM

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CITY OF PLACENTIA

CITY COUNCIL

Craig S. Green, Mayor
Chad P. Wanke, Mayor Pro Tem
Rhonda Shader, Councilmember
Ward L. Smith, Councilmember
Jeremy B. Yamaguchi, Councilmember

CITY ADMINISTRATOR

Damien Arrula

DEPUTY CITY ADMINISTRATOR

Luis Estevez

CITY ATTORNEY

Christian L. Bettenhausen

ENGINEER OF WORK

SCI Consulting Group
Lead Assessment Engineer, Jerry Bradshaw, P.E.

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INTRODUCTION

OVERVIEW

The City of Placentia (the "City") services and maintains perimeter and median landscaping, and other improvements ("Improvements") to various parts of the City. In order to fund the maintenance and operation (the "Services") of these projects and improvements, the City has formed Landscape Maintenance District No. 92-1, ("District"). This Engineer's Report ("Report") was prepared to establish the budget for the Improvements (as described below) that will be funded by the 2021-22 assessments and other revenue, and to determine the general and special benefits received from the Improvements by property within the District and the method of assessment apportionment to lots and parcels. This Report and the assessments have been made pursuant to the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code (the "Act") and Article XIII D of the California Constitution (the "Article").

ENGINEER'S REPORT AND CONTINUATION OF ASSESSMENTS

The assessment has been continued for over 20 years. In each subsequent year for which the assessments will be continued, the Placentia City Council (the "Council") must direct the preparation of an Engineer's Report, budgets, and proposed assessments for the upcoming fiscal year. After the report is completed, the City Council may preliminarily approve the Engineer's Report and the continued assessments and establish the date for a public hearing on the continuation of the assessments. Accordingly, this Engineer's Report (the "Report") was prepared pursuant to the direction of the City Council.

As required by the Act, this Report includes plans and specifications, a diagram or map of the District, the benefits received by property from the Improvements within the District, and the method of assessment apportionment to lots and parcels within the District.

If the Council approves this Engineer's Report and the continuation of the Assessments by resolution, a notice of public hearing must be published in a local newspaper at least 10 days prior to the date of the public hearing. The resolution preliminarily approving the Engineer's Report and establishing the date for a public hearing is typically used for this notice.

Following the minimum 10-day time period after publishing the notice, a public hearing is held for the purpose of allowing public testimony about the proposed continuation of the Assessments. This hearing is currently scheduled for June 1, 2021. At this hearing, the Council will consider approval of a resolution confirming the continuation of the Assessments for fiscal year 2021-22. If so confirmed and approved, the Assessments would be submitted to the Orange County Auditor/Controller for inclusion on the property tax rolls for fiscal year 2021-22.

Beginning in 2014, SCI Consulting Group became the Assessment Engineer for the District. To maintain an accurate reference and legally defensible record of the District, pertinent

language used in previous engineer's reports has been retained herein and is cited in italics as appropriate.

LEGISLATIVE ANALYSIS

PROPOSITION 218

The Right to Vote on Taxes Act was approved by the voters of California on November 6, 1996, and is now Article XIIC and XIID of the California Constitution. Proposition 218 provides for benefit assessments to be levied to fund the cost of providing services and improvements, as well as maintenance and operation expenses to a public improvement which benefits the assessed property.

SILICON VALLEY TAXPAYERS ASSOCIATION, INC. V SANTA CLARA COUNTY OPEN SPACE AUTHORITY (2008) 44 CAL. 4TH 431

In July of 2008, the California Supreme Court issued its ruling on the *Silicon Valley Taxpayers Association, Inc. v. Santa Clara County Open Space Authority* ("SVTA"). This ruling is significant in that the Court clarified how Proposition 218 made changes to the determination of special benefit. The Court also found that:

- Benefit assessments are for special, not general, benefit
- The services and/or improvements funded by assessments must be clearly defined
- Special benefits are directly received by and provide a direct advantage to property in the Improvement District
- The assessment paid by property should be proportional to the special benefits it receives from the Improvements

This Engineer's Report and the process used to establish the continuation of the assessments for fiscal year 2021-22 are consistent with the SVTA decision and with the requirements of Article XIIC and XIID of the California Constitution based on the following factors:

1. The District is drawn to include the entire City; although only parcels deriving special benefits are included in the assessment rolls. Thus, zones of benefit are not required and the assessment revenue derived from real property in the District is expended only on the Improvements in the District.
2. The Improvements which are constructed and maintained with assessment proceeds in the District are located in close proximity to the real property subject to the assessment. The Improvements provide landscaping and other services to the residents of such assessed property. The proximity of the Improvements to the assessed parcels provides a special benefit to the parcel being assessed pursuant to the factors outlined by the Supreme Court in that decision.
3. Due to their proximity to the assessed parcels, the Improvements financed with assessment revenues in the District benefit the properties in that District in a manner

different in kind from the benefit that other parcels of real property in the City derive from such Improvements, and the benefits conferred on such property in the District are more extensive than a general increase in property values.

4. The assessments paid in the District are proportional to the special benefit that each parcel within that Assessment District receives from the Improvements because:
 - a. The specific landscaping Improvements and maintenance and utility costs thereof in the District are specified in this Report; and
 - b. Such Improvement and maintenance costs in the District are allocated among different types of property located within the District, and equally among those properties which have similar characteristics, such as single-family residential parcels, multi-family residential parcels, commercial parcels, industrial parcels, etc.

DAHMS V. DOWNTOWN POMONA PROPERTY (2009) 174 CAL. APP. 4TH 708

In *Dahms v. Downtown Pomona Property* ("Dahms") the Court upheld an assessment that was 100% special benefit (i.e. 0% general benefit) on the rationale that the services and improvements funded by the assessments were directly provided to property in the assessment district. The Court also upheld discounts and exemptions from the assessment for certain properties.

BONANDER V. TOWN OF TIBURON (2009) 180 CAL. APP. 4TH 103

Bonander v. Town of Tiburon ("Bonander"), the 1st District Court of Appeal overturned a benefit assessment approved by property owners to pay for placing overhead utility lines underground in an area of the Town of Tiburon. The Court invalidated the assessments primarily on the grounds that the assessments had been apportioned to assessed property based on the costs within sub-areas of the assessment district instead of the overall cost of the improvements and the overall proportional special benefits.

BEUTZ V. COUNTY OF RIVERSIDE (2010) 184 CAL. APP. 4TH 1516

Steven Beutz v. County of Riverside ("Beutz") the Court overturned an assessment for park maintenance in Wildomar, California, primarily because the general benefits associated with improvements and services were not explicitly calculated, quantified and separated from the special benefits.

GOLDEN HILL NEIGHBORHOOD ASSOCIATION V. CITY OF SAN DIEGO (2011) 199 CAL. APP. 4TH 416

On September 22, 2011, the San Diego Court of Appeal issued a decision on the Golden Hill Neighborhood Association v. City of San Diego appeal. This decision overturned an assessment for street and landscaping maintenance in the Greater Golden Hill neighborhood of San Diego, California. The court described two primary reasons for its decision. First, like in Beutz, the court found the general benefits associated with services were not explicitly calculated, quantified and separated from the special benefits. Second,

the court found that the City had failed to record the basis for the assessment on its own parcels.

COMPLIANCE WITH CURRENT LAW

This Engineer's Report is consistent with the *SVTA* decision and with the requirements of Article XIII C and XIII D of the California Constitution because the Improvements to be funded are clearly defined; the benefiting property in the District enjoys close and unique proximity, access and views to the Improvements; the Improvements serve as an extension of usable land area for benefiting properties in the District and such special benefits provide a direct advantage to property in the District that is not enjoyed by the public at large or other property.

This Engineer's Report is consistent with *Beutz, Dahms* and *Greater Golden Hill* because the Improvements will directly benefit property in the District and the general benefits have been explicitly calculated and quantified and excluded from the Assessments. The Engineer's Report is consistent with *Bonander* because the Assessments have been apportioned based on the overall cost of the Improvements and Services proportional special benefit to each property, rather than the proportional cost to the District to provide the Improvements to specific properties.

PLANS & SPECIFICATIONS

The City maintains landscaping and other improvements in locations within the District's boundaries. The work and improvements to be undertaken by the Landscape Maintenance District No. 92-1 and the cost thereof paid from the levy of the annual Assessment provide special benefit to Assessor Parcels within the District as defined in the Method of Assessment herein. In addition to the definitions provided by the Landscaping and Lighting Act of 1972, (the "Act") the work and improvements are generally described as follows:

ENTRANCE SIGNS

The entrance signs with landscape improvements to be maintained are to be located at the following locations within the District:

- Central Avenue at Chapman Avenue (n/e corner)
- Central Avenue at Gordon Drive
- Central Avenue at Buck Place
- Buena Vista Street at Dressel Drive
- Buena Vista Street at Petry Drive
- Alta Vista Street at Chang Drive
- Alta Vista Street at Swail Drive
- Alta Vista Street at Tebay Drive

ISLANDS

The landscaped islands to be maintained by the District are located as follows:

- Kraemer Blvd. from Alta Vista Street to n/o City Hall
- Connecticut Way e/o Kraemer Blvd
- Rose Drive from Alta Vista Street to Buena Vista Street

PARKWAY VISTAS

The landscaped parkway vistas to be maintained by the District are located as follows:

- Kraemer Blvd. e/s (n/o City Hall to Connecticut Way)
- Kraemer Blvd. e/s (Connecticut Way to Alta Vista St.)
- Alta Vista Street n/s (from 900' w/o to 800' e/o Dunnivant Dr.)
- Alta Vista Street n/s (Rose Dr. to Jefferson St.)
- Alta Vista Street n/s (Jefferson St. to Van Buren St.)
- Alta Vista Street s/s (Kraemer Blvd. to All America Way)
- Alta Vista Street s/s (Central Ave. to Dunnivant Dr.)
- Alta Vista Street s/s (Dunnivant Dr. to Rose Dr.)
- Alta Vista Street s/s (Rose Dr. to Jefferson St.)
- Alta Vista Street s/s (Jefferson St. to Van Buren St.)
- Rose Drive w/s (Alta Vista St. to 500'+ n/o Orangethorpe Ave.)
- Rose Drive e/s (Alta Vista St. to north boundary of Shopping Center)

- Rose Drive e/s (Alta Vista St. to 200' s/o Castner Dr.)

UNOCAL/FIELDSTONE OIL WELL LOTS – RIGHT-OF-WAY SCREEN PLANTING

The landscaped screen planting areas to be maintained by the District are located as follows:

- Dressel Drive / Howard Place
- Mykannen Circle / Cisneros Lane
- Tidland Circle
- Nevin Lane / Tucker Place
- Nevin Lane / Evans Lane
- Gerhold Lane
- Hill Street / Granger Drive
- Larson Lane / Evans Lane

STREET RIGHT-OF-WAY LANDSCAPING

The street landscaping to be maintained by the District is located as follows:

- Jefferson Street e/s (Alta Vista St. to Garten Dr.)
- Buena Vista s/s (320'± w/o Petry Dr. to 500'± e/o Dressel Dr.)
- Van Buren Street w/s (750' n/o Alta Vista St. to Orchard Dr.)
- Chang Drive (Alta Vista St. to Evans Ln.)
- Dressel Drive (Buena Vista St. to Munoz Pl.)
- Central Avenue (Alta Vista St. to Chapman Ave.)
- Chapman Avenue (Central Ave. to 1130'± east)
- Chapman Avenue (Mission Way to All America Way)
- All America Way w/s (City Hall to Alta Vista St.)
- All America Way e/s (Chapman Ave. 100'± s/o Dartmouth Dr.)
- Van Buren Street e/s (Richfield Channel to 200' s/o Alta Vista St.)
- Dunnavant Drive (Alta Vista to 1300'± south) (does not include Lot "F", Tract 15139)
- Other minor areas that front non-contiguous assessed parcels

EASEMENTS – PUBLIC STORM DRAIN AND SEWER

Landscaped easements to be maintained by the District are located as follows:

- At various locations within TM 14161 (Fieldstone and Van Daele Tracts and TM 15699 Placentia Development Company)
- Does not include Lot "F," Tract 15139

PLACENTIA CHAMPIONS SPORTS COMPLEX

Maintenance and service may include (but is not limited to) the following¹:

- Payments for electrical energy and water usage
- Repair, replacement or enhancement of community building, parking lots, fencing, signage, lighting and fixed recreational structures such as playgrounds, play fields, courts, walkways, dugouts, bleachers, scoreboards, restrooms, drinking fountains, picnic tables and shelters, and ancillary items such as storage and utility structures
- Irrigation, cultivation, pest control and replacement of plant material, trees, shrubs, ground cover, turf, supplies
- Personnel, utility and equipment costs
- Contract services where applicable

Installation, maintenance and servicing of Improvements, may include, but are not limited to, turf and play areas, landscaping, ground cover, shrubs and trees, irrigation systems, sidewalks, parking lots, drainage systems, lighting, fencing, entry monuments, basketball courts, tennis courts, other recreational facilities, graffiti removal and repainting, and labor, materials, supplies, utilities and equipment, as applicable, at each of the locations owned, operated or maintained by the District.

As applied herein, "Installation" means the construction of Improvements, including, but not limited to, land preparation (such as grading, leveling, cutting and filling), sod, landscaping, irrigation systems, walkways and drainage, lights, playground equipment, play courts, playing fields, recreational facilities and public restrooms.

"Maintenance" means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of any improvement, including repair, removal or replacement of all or any part of any improvement; providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury; the removal of trimmings, rubbish, debris, and other solid waste, and the cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

"Servicing" means the furnishing of electric current, or energy, gas or other illuminating agent for any public lighting facilities or for the lighting or operation of any other improvements; or water for the irrigation of any landscaping, the operation of any fountains, or the maintenance of any other improvements.

Incidental expenses include all of the following: (a) The costs of preparation of the report, including plans, specifications, estimates, diagram, and assessment; (b) the costs of printing, advertising, and the giving of published, posted, and mailed notices; (c)

¹ For Fiscal Year 2021-22, none of the expenditures shown in Table 1 are for the Placentia Champions Sports Complex. See Note "A" under Table 1 for more details.

compensation payable to the County for collection of assessments; (d) compensation of any engineer or attorney employed to render services in proceedings pursuant to this part; (e) any other expenses incidental to the construction, installation, or maintenance and servicing of the Improvements; (f) any expenses incidental to the issuance of bonds or notes pursuant to Streets & Highways Code Section 22662.5; and (g) costs associated with any elections held for the approval of a new or increased assessment (Streets & Highways Code §22526).

Modifications to the District structure could include, but are not limited to, substantial changes or expansion of the Improvements provided, substantial changes in the service provided, modifications or restructuring of the District including annexation or detachment of specific parcels, revisions in the method of apportionment, or proposed new or increased assessments.

The assessment proceeds will be exclusively used for Improvements within the District plus incidental expenses.

FISCAL YEAR 2021-22 ESTIMATE OF COST AND BUDGET

BUDGET FOR FISCAL YEAR 2021-22

The 1972 Act provides that the total costs for providing the maintenance and servicing of the District Improvements and facilities can be recovered in the assessment spread including incidental expenses. The latter can include engineering fees, legal fees, printing, mailing, postage, publishing and all other costs identified with the District proceedings.

An estimate of District costs for fiscal year 2021-22 for the maintenance and servicing of the Improvements is provided below.

TABLE 1 – FY 2021-22 ESTIMATE OF COSTS

Expenditure Item	Amount
Salaries & Benefits	\$ 101,300
Legal Services	0
Engineering Services	10,100
Special Studies	0
Other Professional Services	900
Landscaping	73,000
Repair / Maintenance Services	15,000
Construction Services	0
Telephone	7,000
Advertising	0
City Administrative Services	0
Electricity	20,000
Water	190,000
Estimated Expenditures [^]	<u>\$ 417,300</u>
Revenue Item	Amount
Direct Benefit Assessments	\$ 447,502
General Fund Contribution	
Amount from (to) Dedicated Reserves	(30,202)
Estimated Revenues	<u>\$ 417,300</u>
Budget Allocation to Parcels	Amount
Total Assessment Budget ^B	\$ 447,502
Total Assessment Units (AUs)	2,889.530
Assessment per Assessment Unit (AU) ^C	<u>\$ 154.87</u>

Notes to Estimate of Costs:

A. The total estimated expenses for this Fiscal Year do not include the following maintenance and operating costs for the Placentia Sports Champion Complex: \$53,454 for landscape and general maintenance plus \$14,005 for restroom janitorial services. These costs, totaling \$67,459 (or approximately 15% of the total assessment district's annual expenses) are covered by the City's General Fund.

B. The Act requires that proceeds from the assessments must be deposited into a special fund that has been set up for the revenues and expenditures of the District. Moreover, funds raised by the assessment shall be used only for the purposes stated within this Report. Any balance remaining at the end of the Fiscal Year, June 30, must be carried over to the next Fiscal Year. The District may also establish a reserve fund for contingencies and special projects as well as a capital improvement fund for accumulating funds for larger capital improvement projects or capital renovation needs. Any remaining balance would either be placed in the reserve fund, the capital improvement fund, or would be used to reduce future years' assessments.

C. The rate shown here is for an Assessment Unit (single family home or its equivalent). For the definition of the term AU and rates for other types of property, see the section titled, "Method of Assessment" and the sections following it in this report.

METHOD OF ASSESSMENT APPORTIONMENT

METHOD OF APPORTIONMENT

This section of the Engineer's Report explains the benefits to be derived from the Improvements and the methodology used to apportion the total assessment to properties within the District.

The District consists of certain assessor parcels within the boundaries as defined by the Assessment Diagram referenced in this report and the parcels identified by the Assessor Parcel Numbers listed with the levy roll. The parcel list includes all privately and publicly owned parcels as shown. The method used for apportioning the Assessment is based upon the relative special benefits to be derived by the properties in the District over and above general benefits conferred on real property or to the public at large. The Assessment is apportioned to lots and parcels in proportion to the relative special benefit from the Improvements. The apportionment of special benefit is a two-step process: the first step is to identify the types of special benefit arising from the Improvements and the second step is to allocate the Assessments to property based on the estimated relative special benefit for each type of property.

DISCUSSION OF BENEFIT

In summary, the Assessments can only be levied based on the special benefit to property. This benefit is received by property over and above any general benefits. With reference to the requirements for assessments, Section 22573 of the Landscaping and Lighting Act of 1972 states:

"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."

Proposition 218, as codified in Article XIID of the California Constitution, has confirmed that assessments must be based on the special benefit to property and that the value of the special benefits must exceed the cost of the assessment:

"No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel."

The following benefit categories summarize the types of special benefit to residential, commercial, industrial and other lots and parcels resulting from the Improvements to be provided with the assessment proceeds. These types of special benefit are summarized as follows:

- A. Proximity to Improved Landscaped Areas and Other Public Improvements within the District.
- B. Access to Improved landscaped areas and Other Public Improvements within the District.
- C. Improved Views within the District.
- D. Extension of a property's outdoor areas and green spaces for properties within close proximity to the Improvements.
- E. Creation of individual lots for residential and commercial use that, in absence of the Assessments, would not have been created.

In this case, the recent SVTA v. SCCOSA decision provides enhanced clarity to the definitions of special benefits to properties from similar improvements in three distinct areas:

- Proximity
- Expanded or improved access
- Views

The SVTA v. SCCOSA decision also clarifies that a special benefit is a service or improvement that provides a direct advantage to a parcel and that indirect or derivative advantages resulting from the overall public benefits from a service or improvement are general benefits. The SVTA v. SCCOSA decision also provides specific guidance that park improvements are a direct advantage and special benefit to property that is proximate to a park that is improved by an assessment:

The characterization of a benefit may depend on whether the parcel receives a direct advantage from the improvement (e.g. proximity to a park) or receives an indirect, derivative advantage resulting from the overall public benefits of the improvement (e.g. general enhancement of the district's property values).

Proximity, improved access and views, in addition to the other special benefits listed herein further strengthen the basis of these assessments.

Moreover, the Dahms decision further clarified that certain services and improvements funded by assessments, that are over and above what otherwise would be provided and that other property in general and the public do not share or receive are 100% special benefit. The assessment-funded services upheld by Dahms included streetscape maintenance and security services.

SPECIAL BENEFIT

The special benefits from the Improvements are further detailed below:

PROXIMITY TO IMPROVED LANDSCAPED AREAS WITHIN THE DISTRICT

Only the specific properties within close proximity to the Improvements are included in the District. The District has been narrowly drawn to include the properties that receive special

benefits from the Improvements. Therefore, property in the District enjoys unique and valuable proximity and access to the Improvements that the public at large and property outside the District do not share.

In absence of the Assessments, the Improvements would not be provided and the public improvements funded in the District would be degraded due to insufficient funding for maintenance, upkeep and repair. Therefore, the Assessments provide Improvements that are over and above what otherwise would be provided. Improvements that are over and above what otherwise would be provided do not by themselves translate into special benefits but when combined with the unique proximity and access enjoyed by parcels in the District, they provide a direct advantage and special benefit to property in the District.

ACCESS TO IMPROVED LANDSCAPED AREAS WITHIN THE DISTRICT

Since the parcels in the District are nearly the only parcels that enjoy close access to the Improvements, they directly benefit from the unique close access to improved landscaping areas and other public improvements that are provided by the Assessments. This is a direct advantage and special benefit to property in the District.

IMPROVED VIEWS WITHIN THE ASSESSMENT DISTRICTS

The City, by maintaining permanent public improvements funded by the Assessments in the District, provides improved views to properties in the District. The properties in the District enjoy close and unique proximity, access and views of the specific Improvements funded in the District; therefore, the improved and protected views provided by the Assessments are another direct and tangible advantage that is uniquely conferred upon property in the District.

EXTENSION OF A PROPERTY'S OUTDOOR AREAS AND GREEN SPACES FOR PROPERTIES WITHIN CLOSE PROXIMITY TO THE IMPROVEMENTS

In large part because it is cost prohibitive to provide large open land areas on property in the District, the residential, commercial and other benefiting properties in the District do not have large outdoor areas and green spaces. The Improvements within the District provide additional outdoor areas that serve as an effective extension of the land area for proximate properties because the Improvements are uniquely proximate and accessible to property in close proximity to the Improvements. The Improvements, therefore, provide an important, valuable and desirable extension of usable land area for the direct advantage and special benefit of properties in the District because such properties have uniquely good and close proximity to the Improvements.

CREATION OF INDIVIDUAL LOTS FOR RESIDENTIAL AND COMMERCIAL USE THAT, IN ABSENCE OF THE ASSESSMENTS, WOULD NOT HAVE BEEN CREATED

In most of the District, the original owner/developer(s) of the property within the District agreed unanimously to the Assessments. The Assessments provide the necessary funding for public improvements that were required as a condition of development and subdivision approval. Therefore, such Assessments allowed the original property to be subdivided and for development of the parcels to occur. As parcels were sold, new owners were informed

of the Assessments through the title reports, and in some cases, through Department of Real Estate "White Paper" reports that the parcels were subject to assessment. Purchase of property was also an "agreement" to pay the Assessment. Therefore, in absence of the Assessments, the lots within most of the District would not have been created. These parcels, and the improvements that were constructed on the parcels, receive direct advantage and special benefit from the Assessments.

GENERAL VERSUS SPECIAL BENEFIT

Article XIII C of the California Constitution requires any local agency proposing to increase or impose a benefit assessment to "separate the general benefits from the special benefits conferred on a parcel." The rationale for separating special and general benefits is to ensure that property owners subject to the benefit assessment are not paying for general benefits. An assessment can fund special benefits but cannot fund general benefits. Accordingly, a separate estimate of the special and general benefit is given in this section.

In other words:

Total Benefit	=	General Benefit	+	Special Benefit
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There is no widely-accepted or statutory formula for general benefit. General benefits are benefits from improvements or services that are not special in nature, are not "particular and distinct" and are not "over and above" benefits received by other properties. SVTA vs. SCCOSA provides some clarification by indicating that general benefits provide "an indirect, derivative advantage" and are not necessarily proximate to the improvements.

In this Report, the general benefit is liberally estimated and described, and then budgeted so that it is funded by sources other than the Assessment.

The starting point for evaluating general and special benefits is the current, baseline level of service. The Assessment will fund Improvements "over and above" this general, baseline level and the general benefits estimated in this section are over and above the baseline.

A formula to estimate the general benefit is listed below:

General Benefit	=	Benefit to Real Property Outside the Assessment District	+	Benefit to Real Property Inside the Assessment District that is Indirect and Derivative	+	Benefit to the Public at Large
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Special benefit, on the other hand, is defined in the state constitution as "a particular and distinct benefit over and above general benefits conferred on real property located in the

district or to the public at large.” The SVTA v. SCCOSA decision indicates that a special benefit is conferred to a property if it “receives a direct advantage from the improvement (e.g., proximity to a park).” In these Assessments, as noted, properties in the District have close and unique proximity, views and access to the Improvements and uniquely improved desirability from the Improvements and other properties and the public at large do not receive significant benefits because they do not have proximity, access or views of the Improvements. Therefore, the overwhelming proportion of the benefits conferred to property is special, and is only minimally received by property outside the Districts or the public at large.

BENEFIT FINDING

The District contains the Placentia Champions Sports Complex, which is distinct from other landscape improvements in the District. Due to significantly different characteristics between the two types of improvements, benefits will be discussed and calculated separately under the categories of “Park Improvements” and “Landscaping Improvements.”

PARK IMPROVEMENTS - QUANTIFICATION OF GENERAL BENEFIT

In this section, the general benefit from park Improvements is liberally estimated and described, and then budgeted so that it is funded by sources other than the Assessment. This Park section is focused on the Placentia Champions Sports Complex. Other District Improvements are discussed below in “*Landscaping Improvements - Quantification of General Benefit.*”

BENEFIT TO PROPERTY OUTSIDE THE ASSESSMENT DISTRICTS

For the purposes of calculating benefit to properties outside the District, the Park will be considered as a neighborhood park inasmuch as it provides amenities for nearby properties. While it functions as a community (or even regional) facility for organized sports such as baseball and soccer, the general benefit derived from those activities will be discussed under the “*Benefit to the General Public*” below.

Properties within the District receive much of the special benefits from the park Improvements because properties in the District enjoy unique close proximity and access to the park Improvements that is not necessarily enjoyed by other properties or the public at large. However, certain properties within the proximity/access radius of the park Improvements, but outside of the boundaries of the District, may receive some benefit from the park Improvements. Since this benefit is conferred to properties outside the District boundaries, it contributes to the overall general benefit calculation and will not be funded by the Assessments.

Since the properties outside the District but within the effective proximity radii are not assessed for their benefits because they are outside of the area that can be assessed by the District, this is a form of general benefit to other property. A 50% reduction factor is applied to these properties because they are all on only one side of the Improvements and properties in the District enjoy the advantage of over twice the average proximity to the park

Improvements. The general benefit to property outside of the District is calculated as follows with the parcel and data analysis performed by SCI Consulting Group.

ASSUMPTIONS:

- 651 parcels outside the District but within 0.5 miles of the Park
- 2,212 parcels in the District
- 50% relative benefit compared to property within the District

CALCULATION:

General Benefit to property outside the District =
 $651 / (651 + 2,212) * 0.5 = 11.37\%$

BENEFIT TO PROPERTY *INSIDE* THE ASSESSMENT DISTRICTS THAT IS *INDIRECT AND DERIVATIVE*

The “indirect and derivative” benefit to property within the District is particularly difficult to calculate. A solid argument can be presented that all benefit within the District is special, because the Improvements are clearly “over and above” and “particular and distinct” when compared with the baseline level of service and the unique proximity, access and views of the Improvements enjoyed by benefiting properties in the District.

Nevertheless, the SVTA vs. SCCOSA decision indicates there may be general benefit “conferred on real property located in the district” A measure of the general benefits to property within the Assessment area is the percentage of land area within or directly abutting the District that is publicly owned and used for regional purposes such as major roads, rail lines and other regional facilities because such properties used for regional purposes could provide indirect benefits to the public at large. Approximately 2.91% of the land area in the District is used for such regional purposes, so this is a measure of the general benefits to property within the District.

BENEFIT TO THE PUBLIC AT LARGE

The general benefit to the public at large can be estimated by the proportionate amount of time that the District’s parks facilities are used and enjoyed by individuals who are not residents, employees, customers or property owners in the District. In this District, there is only one park facility: Placentia Champions Sports Complex (“Complex”). The Complex serves the needs of many people in two primary ways: as a neighborhood park serving nearby residents for shorter and more frequent visits; and as a community or regional park serving people from all over Placentia and the surrounding areas as a destination for organized sports such as soccer and baseball league play. The general benefit of the former was discussed above; the general benefit of the latter is discussed here.

When the Complex functions as a community or regional park, it becomes a destination for longer and less frequent visits (for example, scheduled league play). Of the five ways benefits are conferred (proximity, access, views, extension of a property’s green space, and

creation of lots), the community or regional function confers benefits only in the “access” and “extension of a property’s green space” categories (proximity does not apply as these trips are from outside the District; people do not come for the views; and the facility was not tied to the creation of faraway lots). Therefore the general benefit is no more than 40%. That figure, however, is reduced by the percentage that the community or regional park benefits property owners within the district (special benefit). The City estimates that approximately 71% of participants in these organized sports are from the City of Placentia. However, only 15.11% of Placentia parcels lie inside the district, so it is estimated that (15% of 71% =) 10.73% of the users are from within the District. Conversely, 89.27% are from outside the District. Therefore (40% x 89.27% =) 35.71% of the benefits from the Parks Improvements are general benefits to the public at large

TOTAL PARK IMPROVEMENTS GENERAL BENEFITS

Using a sum of these three measures of general benefit, we find that approximately 49.98% of the benefits conferred by the Improvements may be general in nature and should be funded by sources other than the assessment.

PARKS GENERAL BENEFIT CALCULATION	
	11.37% (Outside the District)
+	2.91% (Property within the District)
+	35.71% (Public at Large)
=	49.99% (Total General Benefit)

LANDSCAPING AND OTHER IMPROVEMENTS - QUANTIFICATION OF GENERAL BENEFIT

In this section, the general benefit from landscaping and other types of Improvements (other than park Improvements) is liberally estimated and described, and then budgeted so that it is funded by sources other than the Assessment.

BENEFIT TO PROPERTY OUTSIDE THE ASSESSMENT DISTRICTS

Properties within the District receive almost all of the special benefits from the other Improvements because properties in the District enjoy unique close proximity and access to the Improvements that is not enjoyed by other properties or the public at large. However, certain properties within the proximity/access radius of the Improvements, but outside of the boundaries of the District, may receive some benefit from the Improvements. Since this benefit is conferred to properties outside the District boundaries, it contributes to the overall general benefit calculation and will not be funded by the Assessments. The general benefit to property outside of the District is calculated with the parcel and data analysis performed by SCI Consulting Group.

Since the properties outside the District but with frontage abutting the Improvements cannot be assessed by the District, this is a form of general benefit to other property. The primary way that parcels outside the district benefit by the Improvements is from views. Therefore, parcels that abut the landscape areas and are not separated from the Improvements by a

privacy fence are counted for this general benefit. The general benefit to property outside of the District is calculated as follows.

ASSUMPTIONS:

- 22 parcels outside the District
- 2,212 parcels in the District

CALCULATION:

$$\text{General Benefit to property outside the District} = \frac{22}{(22+2,212)} = 0.99\%$$

BENEFIT TO PROPERTY *INSIDE* THE ASSESSMENT DISTRICTS THAT IS *INDIRECT AND DERIVATIVE*

The “indirect and derivative” benefit to property within the District is particularly difficult to calculate. A solid argument can be presented that all benefit within the District is special, because the other Improvements are clearly “over and above” and “particular and distinct” when compared with the baseline level of service and the unique proximity, access and views of the other Improvements enjoyed by benefiting properties in the District.

Nevertheless, the SVTA vs. SCCOSA decision indicates there may be general benefit “conferred on real property located in the district” A measure of the general benefits to property within the Assessment area is the percentage of land area within or directly abutting the District that is publicly owned and used for regional purposes such as major roads, rail lines and other regional facilities because such properties used for regional purposes could provide indirect benefits to the public at large. Approximately 2.91% of the land area in the District is used for such regional purposes, so this is a measure of the general benefits to property within the District.

BENEFIT TO THE PUBLIC AT LARGE

The general benefit to the public at large can be estimated by the proportionate amount of time that the District’s other Improvements including landscaping are used and enjoyed by individuals who are not residents, employees, customers or property owners in the District. It should be noted that these other Improvements do not attract the public at large in the same way as park improvements – and they confer far less benefit to the public at large than do similar park improvements. In essence, the public does not visit an area to enjoy setback landscaping in the same way as they may visit a park.

One way to measure the special benefit to the general public is by the car trips through an area with Improvements. Of the five ways benefits are conferred (proximity, access, views, extension of a property’s green space, and creation of lots), the only benefit that is conferred by way of pass-by car trips is views, which accounts for 10% of the total benefits, since views are less critically important and are enjoyed much less often to the average non-resident driver than to a resident.

Next, the views factors are weighted by the relevant number of car trips. Using the lane miles as representative of pass-by traffic, an analysis shows that 90% of the lane miles are on arterial or collector streets where the general public has views of the landscaping. Therefore (90% of 10% =) 9.0% of the benefits from the other Improvements are general benefits to the public at large.

TOTAL OTHER IMPROVEMENTS GENERAL BENEFITS

Using a sum of these three measures of general benefit, we find that approximately 12.89% of the benefits conferred by the Improvements may be general in nature and should be funded by sources other than the assessment.

LANDSCAPING GENERAL BENEFIT CALCULATION	
	0.99% (Outside the District)
+	2.91% (Property within the District)
+	9.00% (Public at Large)
=	<u>12.90%</u> (Total General Benefit)

TOTAL COMBINED GENERAL BENEFITS

The total general benefit for Parks is 49.98% and for Landscaping and other Improvements is 12.89%. However, none of the District budget is for Parks – all of the budget is currently allocated for Landscaping and other Improvements. Therefore, using those proportions to calculate a weighted average of the general benefits for each type of Improvement, the resulting total combined general benefit is $(0 \times 49.98\%) + (1.00 \times 12.90\%) = 12.90\%$.

Although this analysis finds that 12.90% of the assessment may provide general benefits from the Improvements, the Assessment Engineer establishes a requirement for a minimum contribution from sources other than the assessments of 13%. This minimum contribution above the measure of general benefits will serve to provide additional coverage for any other general benefits.

FINAL STEP – CALCULATE THE CURRENT GENERAL BENEFIT CONTRIBUTION FROM THE CITY

This general benefit cannot be funded from the Assessments; it must be funded from other sources such as the City's General Fund or other non-District funds. These contributions can also be in the form of in-lieu contributions to the installation and maintenance of the Improvements such as other City assets that support and protect the Improvements. The City of Placentia will contribute both monetary and in-lieu resources to ensure that the general benefits conferred by the proposed Improvements are not funded by the District's Assessments.

A summary and quantification of these other contributions from the City is discussed below:

The City of Placentia owns, maintains, rehabilitates and replaces curb and gutter along the border of the District Improvements. This curb and gutter serves to support, contain, retain,

manage irrigation flow and growth, and provide a boundary for the Improvements. The contribution from the City towards general benefit from the maintenance, rehabilitation, and replacement of the curb and gutter is conservatively estimated to be 5%.

The City owns and maintains a storm drainage system along the border of the District Improvements. This system serves to prevent flooding and associated damage to the Improvements, and manage urban runoff including local pollutants loading from the Improvements. The contribution from the City towards general benefit from the maintenance, and operation of the local storm drainage system is conservatively estimated to be 5%.

The City owns and maintains local public streets along the border of the District Improvements. These public streets provide access to the Improvements for its enjoyment as well as efficient maintenance. The contribution from the City towards general benefit from the maintenance of local public streets is conservatively estimated to be 5%.

The value of the construction of the improvements can be quantified and monetized as an annuity. Since this construction was performed and paid for by non-assessment funds, this "annuity" can be used to offset general benefit costs, and is conservatively estimated to contribute 10%.

The total General Benefit is liberally quantified at 13% which is entirely offset by the conservatively quantified total non-assessment contribution towards general benefit described above of 25%. Therefore, no additional General Benefit must be funded by the City.

METHOD OF APPORTIONMENT

The development of an Assessment methodology requires apportioning to determine the relative special benefit for each property. As the District was formed by a different engineer of record, the precise language from the most recent Engineer's Report is included below:

It has been determined that the improvements provide a specific and special benefit to all assessed parcels of land in the development area. Landscaping and irrigation of street rights-of-way, entryways, islands, sewer and storm drain easements, areas surrounding existing oil wells and the parkway vistas aesthetically enhances the development areas. The landscaped pedestrian corridor along Alta Vista Street also provides pedestrian access throughout the development area. The aesthetic enhancement and use of the parkway vistas increases the desirability of the properties located within the boundaries of the District mainly because of the property's close proximity and accessibility to the improvements. Therefore, maintenance of these public improvements renders a special and direct benefit to the parcels located throughout the District and the levy of a special assessment for the maintenance of the improvements is deemed appropriate.

The method of apportionment (Method of Assessment) set forth in the Report is based on the premise that each assessed property receives special benefits from the landscape improvements within the District, and the assessment obligation for each parcel reflects that parcel's proportional special benefits as compared to other properties that receive special benefits.

The assessment method used in spreading the annual landscape maintenance costs is based on an assessment unit (AU) factor as follows:

*Each **Single Family Detached Residential Unit** is considered to be one AU and is assessed the cost attributable to one AU.*

***Multi-Family Residential Units** are assessed 0.70 or 70% of an AU since they have a higher density than Single Family Detached Units (number of dwelling units/acres). The decrease in assessment is a direct result of the reduced amount of assessable acreage per Multi-Family Unit and the reduction in occupancy per unit.*

*In converting **Developed Commercial, Industrial, Institutional and Other Non-Residential** properties to AUs, the factor used is based on the City of Placentia average single-family residential density of ten dwelling units per acre. Therefore, the parcels in this Class will be assessed 10 AU per acre or any portion thereof. These properties benefit from the maintenance of improvements because of the enhanced desirability resulting from well-kept landscape areas. Improved aesthetic appeal also increases the draw of businesses to purchase or lease property and the increased opportunity to draw clientele.*

***Assessable Undeveloped Acreage** also benefits from the maintenance and service of the landscape improvements. This benefit comes in the form of enhanced desirability due to the improved aesthetics of the area resulting from improvements. The enhanced aesthetics increases the desirability of the property to future homeowners and future commercial property owners or lessors. However, because the property is vacant, less use will be made of the improvements. It is reasonable to derive that vacant property, when compared to developed property, receives about half of the benefit of developed properties, therefore the Single Family Residence acreage equivalent used for developed non-residential properties of 10 AU per acres is reduced to 5 AU per acre for undeveloped land.²*

Further clarification on the four benefit classes is provided below:

² From the 2013-14 Engineer's Annual Levy Report, City of Placentia, Landscape Maintenance District No. 92-1, dated June 4, 2013

Class I - Single family detached residential, including condominium form of ownership of single-family detached dwellings.

Class II - Developed commercial, industrial, and institutional where a map or a building permit for construction has been issued as of March 15 of the prior Fiscal Year.

Class III – Multi-family residential and attached residential, approved project where a map has been recorded or a building permit for construction of dwelling units has been issued as of March 15 of the prior Fiscal Year.

Class IV – Undeveloped and all other properties that are not in Class I, II, or III regardless if they have been approved for future development or are in the process of securing development approval as of June 15 of the prior Fiscal Year.³

ANNUAL ASSESSMENT CALCULATION

For fiscal year 2021-22 the amount of Assessments for the District is not increased from prior years. The Calculations for maintenance, service and incidentals follows:

³ From the 2013-14 Engineer's Annual Levy Report, City of Placentia, Landscape Maintenance District No. 92-1, dated June 4, 2013

Table 2 – ASSESSMENT CALCULATION

Class	Description	Quantity	AU Ratio		Assessment
			Factor		Units
I	Single Family	2,080 parcels	x	1.00	= 2,080.000 AU
II	Comm, Indust	27.927 acres	x	10.00	= 279.270 AU
III	Multi-Family	648 units	x	0.70	= 453.600 AU
IV	Undeveloped	15.332 acres	x	5.00	= 76.660 AU
TOTAL Assessment Units					2,889.530 AU

Proposed Assessment Rate
\$447,501.51 / 2,889.530 AU = \$154.87 /AU

Class Assessments					
<u>Class I</u>	Single Family	<u>Each parcel is assessed at one assessment unit:</u>			
		\$ 154.87	x	1.00	= \$ 154.87 /Parcel
<u>Class II</u>	Comm, Indust	<u>Each Acre is assessed at 10 assessment units:</u>			
		\$ 154.87	x	10.00	= \$ 1,548.70 /Acre
<u>Class III</u>	Multi-Family	<u>Each Unit is assessed at 0.70 assessment units:</u>			
		\$ 154.87	x	0.70	= \$ 108.41 /Unit
<u>Class IV</u>	Undeveloped	<u>Each Acre is assessed at 5 assessment units:</u>			
		\$ 154.87	x	5.00	= \$ 774.35 /Acre

DURATION OF ASSESSMENT

The District was formed or annexed in previous years. It is proposed that the Assessments be continued every year after their formation or annexation, so long as the public Improvements need to be maintained and improved, and the City requires funding from the Assessments for these Improvements in the District. As noted previously, the Assessment can continue to be levied annually after the City Council approves an annually updated Engineer's Report, budget for the Assessment, Improvements to be provided, and other specifics of the Assessment. In addition, the City Council must hold an annual public hearing to continue the Assessment.

APPEALS OF ASSESSMENTS LEVIED TO PROPERTY

Any property owner who feels that the Assessment levied on the subject property is in error as a result of incorrect information being used to apply the foregoing method of assessment

may file a written appeal with the City of Placentia City Administrator or his or her designee. Any such appeal is limited to correction of an Assessment during the then-current Fiscal Year and applicable law. Upon the filing of any such appeal, the City Administrator or his or her designee will promptly review the appeal and any information provided by the property owner. If the City Administrator or his or her designee finds that the Assessment should be modified, the appropriate changes shall be made to the Assessment Roll. If any such changes are approved after the Assessment Roll has been filed with the County for collection, the City Administrator or his or her designee is authorized to refund to the property owner the amount of any approved reduction. Any dispute over the decision of the City Administrator or his or her designee shall be referred to the Placentia City Council, and the decision of the City Council shall be final.

ASSESSMENT FUNDS MUST BE EXPENDED WITHIN THE DISTRICT AREA

The net available Assessment funds, after incidental, administrative, financing and other costs shall be expended exclusively for Improvements within the boundaries of the District or as described herein, and appropriate incidental and administrative costs as defined in the Plans and Specifications section.

ASSESSMENT

WHEREAS, the City of Placentia directed the undersigned engineer of Work to prepare and file a report presenting an estimate of costs, a Diagram for the District and an assessment of the estimated costs of the Improvements upon all assessable parcels within the District;

NOW, THEREFORE, the undersigned, by virtue of the power vested in me under the Act, Article XIID of the California Constitution, and the order of the Placentia City Council, hereby makes the following Assessment to cover the portion of the estimated cost of the Improvements, and the costs and expenses incidental thereto to be paid by the District.

The amount to be paid for said Improvements and the expense incidental thereto, to be paid by the District for the Fiscal Year 2021-22 is generally as follows:

TABLE 3 – FY 2021-22 SUMMARY COST ESTIMATE

Salaries & Benefits	\$ 101,300
Operating Expenses	305,900
Capital Expenses	0
Administration and Project Management	10,100
Total for Services	<u>\$ 417,300</u>
Less General Fund Contribution	0
Less Other Revenue	0
Amount to (from) Dedicated Reserves	30,202
Net Amount to Assessments	<u><u>\$ 447,502</u></u>

As required by the Act, an Assessment Diagram of the District is hereto attached and incorporated herein by reference. The distinctive number of each parcel or lot of land in the District is its Assessor Parcel Number appearing on the Assessment Roll.

I do hereby assess and apportion the net amount of the cost and expenses of the Improvements, including the costs and expenses incident thereto, upon the parcels and lots of land within the District, in accordance with the special benefits to be received by each parcel or lot, from the Improvements, and more particularly set forth in the Estimate of Cost and Method of Assessment in the Report.

The Assessment is made upon the parcels or lots of land within the District in proportion to the special benefits to be received by the parcels or lots of land, from the Improvements.

Each parcel or lot of land is described in the Assessment Roll by reference to its parcel number as shown on the Assessor's Maps of the County of Orange for the Fiscal Year 2021-22. For a more particular description of the property, reference is hereby made to the deeds and maps on file and of record in the office of the County Recorder of the County.

I hereby will place opposite the Assessor Parcel Number for each parcel or lot within the Assessment Roll, the amount of the assessment for the Fiscal Year 2021-22 for each parcel or lot of land within the District.

Dated: April 19, 2021

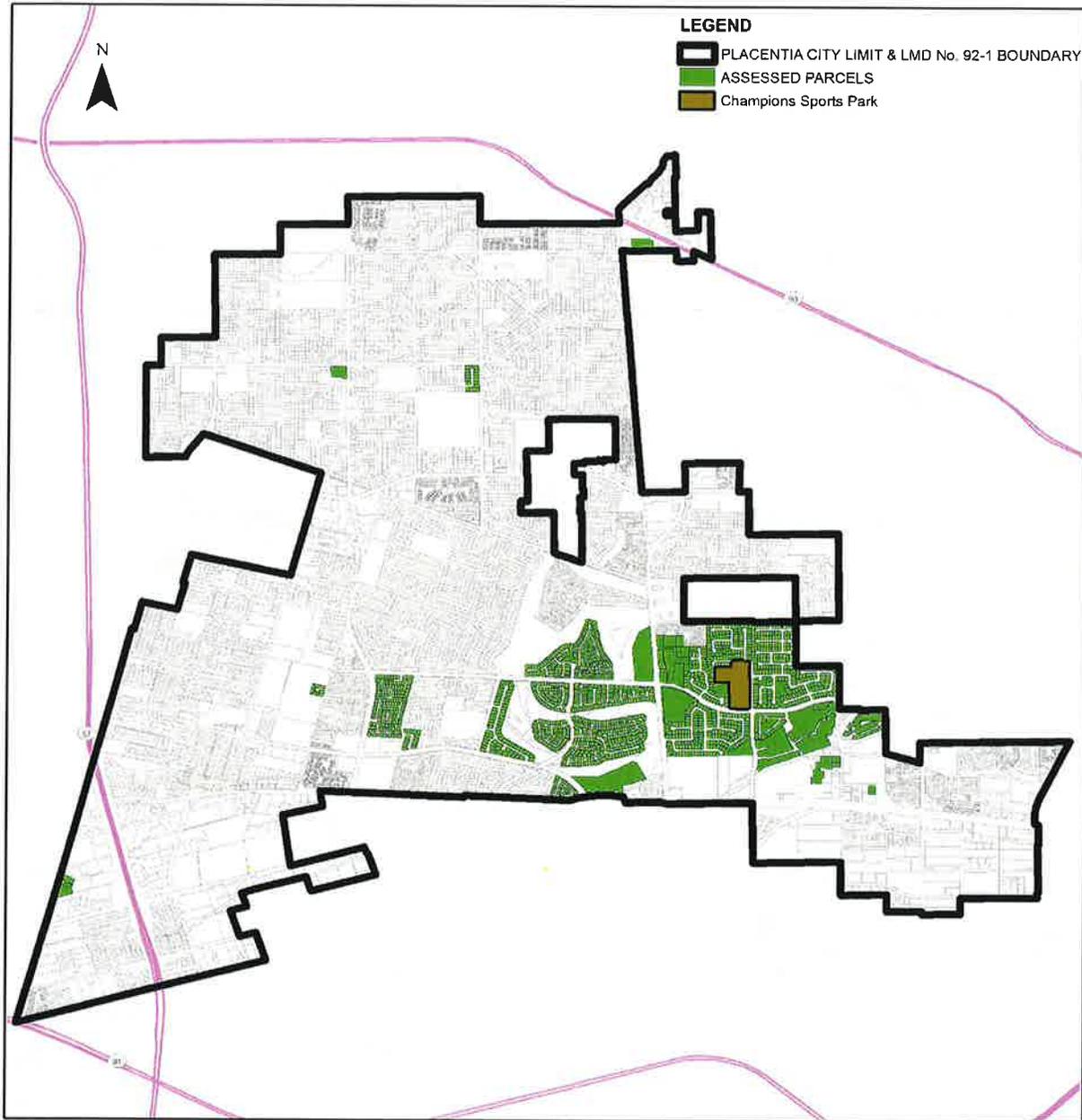
Engineer of Work



By 
Jerry Bradshaw, License No. C048845

ASSESSMENT DIAGRAM

The District boundary is conterminous with the City Limits. The parcels to be assessed in Landscape Maintenance District No. 92-1 are shown on the Assessment Diagram, which is on file with the City Clerk of the City of Placentia, and includes all those properties included in the original formation of the District and subsequent annexations. The following Assessment Diagram is for general location only and is not to be considered the official boundary map. The lines and dimensions of each lot or parcel within the District are those lines and dimensions as shown on the maps of the Assessor of the County of Orange, for Fiscal Year 2021-22, and are incorporated herein by reference, and made a part of this Diagram and this Report.



PREPARED BY SCI CONSULTING GROUP
4745 MANGELS BLVD
FAIRFIELD CA 94534
(707)430-4300

**CITY OF PLACENTIA LANDSCAPING MAINTENANCE DISTRICT No. 92-1
ASSESSMENT DIAGRAM**

ASSESSMENT ROLL

An Assessment Roll (a listing of all parcels assessed within the District and the amount of the Assessment) will be filed with the City Clerk and is, by reference, made part of this Report and is available for public inspection during normal office hours at the City Hall at 401 East Chapman Avenue, Placentia, California 92870.

Each lot or parcel listed on the Assessment Roll is shown and illustrated on the latest County Assessor records and these records are, by reference made part of this Report. These records shall govern for all details concerning the description of the lots or parcels.



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY CITY ADMINISTRATOR /PUBLIC SERVICES AND INFRASTRUCTURE

DATE: MAY 4, 20201

SUBJECT: **RESOLUTION RELATING TO FISCAL YEAR 2021-22 LEVY OF ASSESSMENTS TO THE CITY OF PLACENTIA STREET LIGHTING DISTRICT NO. 81-1 AND SETTING A PUBLIC HEARING FOR JUNE 1, 2021 AT 7:00 P.M.**

FISCAL
IMPACT: REVENUE: \$135,000 (SLD-81-1 ASSESSMENTS)
\$ 35,900 (TRANSFER IN FROM GENERAL FUND)
EXPENDITURES: \$170,900 (SLD 81-1 FUND)

SUMMARY:

Each year the City must conduct a public hearing to provide for the Levy of Assessments for the City of Placentia Street Lighting District ("SLD") No. 81-1 (the "District"), prepare a final Engineer's Report, and provide for any annexations into the District as proposed. This action will adopt resolutions necessary to set forth a public hearing for June 1, 2021, to provide for the Fiscal Year ("FY") 2021-22 annual levy of assessments for SLD No. 81-1 as well as finalize the annual Engineer's Report.

RECOMMENDATION:

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

1. Adopt Resolution R-2021-XX, a Resolution of the City Council of the City of Placentia, California, directing preparation of the Engineer's Report for Fiscal Year 2021-22 for the continuation of the annual assessments for Street Lighting District No. 81-1; and
2. Adopt Resolution R-2021-XX, a Resolution of the City Council of the City of Placentia, California, 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.

1. h.
May 4, 2021

DISCUSSION:

The City Council adopted Resolution No. 81-R-133 on June 2, 1981, establishing SLD No. 81-1 pursuant to provisions of the Landscaping and Lighting Act of 1972, Division 15 of the Streets and Highway Code. SLD 81-1 generates revenue to pay for the electric utility costs for 814 streetlights located along arterial streets throughout the City. SLD No. 81-1 is divided into five (5) assessment zones. Zone A is made up of 3,281 residential parcels. Zone B consists of 269.712 acres of commercial and industrial land. Zone C, which includes parcels from the former Santa Fe Lighting District No. 1, no longer exists and has been folded into Zone B. Zone D includes 65 parcels that have a recorded tentative or final map but are not yet developed. Lastly, Zone E includes open space, streets, or landscaped parcels and is exempt from the assessment. The assessment rate charged varies by zone. Zone A properties pay \$27.38 per parcel per year. Zone B pays \$164.28 per acre, and Zone C properties pay a rate of \$8.21 per unit.

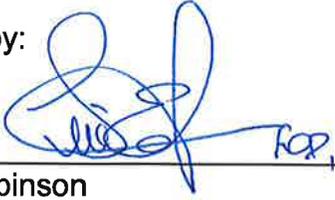
The legal authority for setting the assessments in SLD No. 81-1 is set forth in the Landscape and Lighting Act of 1972 found in Streets and Highways Code Section 22500, *et seq.*, and pertinent provisions of the California Government Code. The annual levy is for providing street lighting and means of assessment for maintenance of same in those existing and newly developing properties designated on the Boundary Map of the District, which is on file in the offices of the City Engineer and City Clerk.

SLD No. 81-1 is exempt from, and not subject to the procedures and approval processes set forth in Article XIII D, Section 4 of the California Constitution enacted by Proposition 218 on November 5, 1996. The reason SLD No. 81-1 is not subject to Proposition 218 can be attributed to the fact that Proposition 218 also enacted Article XIII D, Sections 5 and 5(b) which exempted assessment districts formed prior to November 6, 1996 and which were formed pursuant to a petition signed by those owning all the parcels subject to the assessment at the time the assessment was initially imposed. This exemption is contingent on there being no increase in the amount assessed on a property owner in a category from the prior year. Since SLD No. 81-1 was formed prior to November 6, 1996 pursuant to a petition signed by those owning all the parcels subject to the assessment at the time the assessment was initially imposed, the District is exempt from the procedures and approval process set forth by Proposition 218.

FISCAL IMPACT:

SLD No. 81-1 has estimated expenditures of \$170,900 for FY 2021-22. The largest cost center is for electric utility costs which totals \$160,000. The proposed assessment rates for FY 2021-22 will generate approximately \$135,000 in revenue leaving a negative balance of \$35,900 which is backfilled by the City's General Fund. SLD 81-1 has operated at a deficit for numerous years because of the limited ability to increase assessment rates to relieve the annual General Fund contribution to the District.

Prepared by:



Elsa Y. Robinson
Management Analyst

Reviewed and approved:



Luis Estevez
Deputy City Administrator

Reviewed and approved:



Jessica Brown
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Resolution R-2021-XX, Directing Preparation of the Final Engineer's Report
2. Resolution R-2021-XX, Setting a Public Hearing
3. Preliminary Engineer's Report – Placentia SLD-81-1 FY 2021-22

RESOLUTION NO. R-2021-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, DIRECTING PREPARATION OF THE ENGINEER'S REPORT FOR FISCAL YEAR 2021-22 FOR THE CONTINUATION OF THE ANNUAL ASSESSMENTS FOR STREET LIGHTING DISTRICT NO. 81-1

A. Recitals

(i). On June 2, 1981, by its Resolution No. 81-R-133, this Council ordered the formation of and levied the first assessment within the Placentia Street Lighting District No. 81-1 ("District") in accordance with the provisions of Article XIII D of the California Constitution, and the Landscaping and Lighting Act of 1972 (the "Act"), Part 2 of Division 15 of the California Streets and Highways Code (commencing with Section 22500 thereof); and

(ii). The City Council of the City of Placentia, California, desires to initiate proceedings for the annual levy of assessments for said District; and

(iii). The proceedings for the annual levy of assessments shall relate to the fiscal year commencing July 1, 2021, and ending June 30, 2022; and

(iv). The provisions of said Division 15, Part 2, require a written Report, consisting of the following:

1. Plans and specifications of the area of the works of improvement to be maintained;
2. An estimate of the costs for maintaining the improvements for the above-referenced fiscal year;
3. A diagram of the area proposed to be assessed;
4. An assessment of the estimated costs for maintenance work for said fiscal year.

B. Resolution

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLACENTIA DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

1. The Recitals set forth in Part A., above, are true and correct.
2. The purpose of the District is for the installation, maintenance and servicing of street lighting improvements, as described in Section 3 below.
3. Within the Street Lighting District, the existing and proposed improvements to be undertaken by the City are generally described as the installation, maintenance and servicing of public facilities including, but not limited to, street lighting owned or

maintained by the City. Maintenance means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of said improvements, including repair, removal, or replacement of all or part of any improvement. Servicing means the furnishing of electric current or energy for the operation or lighting of any improvements.

4. SCI Consulting Group is hereby designated as Engineer of Work for purposes of these proceedings and is hereby ordered to prepare the final Engineer's Report in accordance with Article 4 of Chapter 1 of the Act and Article XIII D of the California Constitution. Upon completion, the Engineer shall file the Engineer's Report with the City Clerk for submission to the Council.

APPROVED and ADOPTED this 4th day of May 2021.

Craig S. Green, Mayor

ATTEST:

Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert S. McKinnell, City Clerk of the City Of Placentia do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 4th day of May 2021 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

RESOLUTION NO. R-2021-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, 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 SETTING THE TIME AND PLACE FOR A PUBLIC HEARING THEREON

A. Recitals

(i). The City Council of the City of Placentia, in 1981, formed a street lighting district pursuant to the terms and provisions of the Landscaping and Lighting Act of 1972 ("Act"), Division 15, Part 2, of the California Streets and Highways Code, in what is known and designated as:

**CITY OF PLACENTIA
STREET LIGHTING DISTRICT NO. 81-1**

(Hereinafter the "District.")

(ii). Proposition 218 adopted November 5, 1996 added Articles XIII C and XIII D to the California Constitution providing, at Article XIII D, § 5, that new assessment districts formed after November 6, 1996 and assessment increases in existing assessment districts be subject to specified procedures and approval processes set forth in Article XIII D, § 4; and

(iii). California Constitution Article XIII D, §§ 5 and 5 (b), provides that any assessment imposed in an assessment district formed prior to November 6, 1996 pursuant to a petition signed by those owning all of the parcels subject to the assessment at the time such district was formed and the assessment initially imposed, provided there is no increase in the amount assessed on an owner in a particular category of assessment unit, shall be exempt from the procedures and approval process set forth in Article XIII D, § 4; and

(iv). The District was formed prior to November 6, 1996 pursuant to a petition signed by those owning all of the parcels subject to the assessment at the time the assessment was initially imposed; and

(v). There is no increase in the amount proposed to be assessed on any parcel within the District in any category of assessment unit, for the period from Fiscal Year

2020-21 to Fiscal Year 2021-22, thereby rendering the District exempt from the procedures and approval process set forth in Article XIII D, § 4; and

(vi). The City Council desires, pursuant to the provisions of the Act to provide for the annual levy of assessments for the 2021-22 Fiscal Year, to provide for the costs and expenses reasonably necessary for the maintenance of improvements within said District; and

(vii). The assessment engineer has presented a report ("Report"), as required by law, setting forth the reasonably necessary maintenance for Fiscal Year 2021-22 and setting forth the recommended levy therefore.

B. Resolution

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLACENTIA DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

1. The facts set forth in the Recitals, Part A of this Resolution, are true and correct.
2. The Report has been made, filed with the City Clerk and duly considered by the City Council and is hereby deemed sufficient and preliminarily approved. The Report shall stand as the Engineer's Report for all subsequent proceedings under and pursuant to the foregoing resolution.
3. The public interest and convenience require the annual levy and collection of special assessments for the continual maintenance of improvements, to serve and benefit said District as set forth in the Report of the Engineer, incorporated herein as a part hereof.
4. The Report, setting forth the reasonably necessary maintenance for Fiscal Year 2021-22 and setting forth the recommended levy therefore, hereby is received and is directed to be filed in the Office of the City Clerk.
5. The public interest and convenience require, and it is the intention of this City Council to order, reasonably necessary maintenance for Fiscal Year 2021-22, and further it is determined to be in the public interest and convenience to levy and collect annual assessments to pay the costs and expenses of said maintenance and improvements as estimated in said "Report."
6. The assessments levied and collected shall be for the maintenance of certain street light improvements, maintenance, and servicing as set forth in the Engineer's Report, referenced and so incorporated herein.

7. NOTICE IS HEREBY GIVEN THAT ON TUESDAY, JUNE 1, 2021, AT 7:00 P.M. OR AS SOON THEREAFTER AS THE MATTER MAY BE HEARD, IN THE COUNCIL CHAMBERS LOCATED AT 401 E. CHAPMAN AVENUE, PLACENTIA, THE

CITY COUNCIL SHALL CONDUCT A PUBLIC HEARING TO RECEIVE PROTESTS OR OBJECTIONS, IF ANY THERE BE, REGARDING THE LEVEL OF MAINTENANCE AND THE LEVY OF ASSESSMENTS WITHIN AND UPON ALL PROPERTY WITHIN STREET LIGHTING DISTRICT NO. 81-1. ANY PERSON WHO WISHES TO OBJECT TO THE PROCEEDINGS FOR THE ANNUAL LEVY SHOULD FILE A WRITTEN PROTEST WITH THE CITY CLERK PRIOR TO THE TIME SET AND SCHEDULED FOR SAID PUBLIC HEARING.

8. The City Council hereby directs the City Clerk to give notice of a public hearing, pursuant to California Government Code § 6061, in a newspaper of general circulation within the City.

9. The City Clerk is further directed to cause a copy of this Resolution to be posted upon the official bulletin board customarily used for the posting of notices and to mail, by first class mail, a copy of the notice to those interested parties who have filed written requests.

10. For any and all information relating to the proceedings, protest procedure, any documentation and/or information of a procedural or technical nature, your attention is directed:

Luis Estevez
Public Works Department
City of Placentia
401 East Chapman Avenue
Placentia, California 92870
(714) 993-8148

APPROVED and ADOPTED this 4th day of May 2021.

Craig S. Green, Mayor

ATTEST:

Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert S. McKinnell, City Clerk of the City Of Placentia do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 4th day of May 2021 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



CITY OF PLACENTIA

STREET LIGHTING DISTRICT No. 81-1

ENGINEER'S REPORT

APRIL 2021

FISCAL YEAR 2021-22

PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972 AND
ARTICLE XIID OF THE CALIFORNIA CONSTITUTION

ENGINEER OF WORK:
SCIConsultingGroup
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CITY OF PLACENTIA

CITY COUNCIL

Craig Green, Mayor
Chad P. Wanke, Mayor Pro Tem
Rhonda Shader, Councilmember
Ward Smith, Councilmember
Jeremy B. Yamaguchi, Councilmember

CITY ADMINISTRATOR

Damien Arrula

DEPUTY CITY ADMINISTRATOR

Luis Estevez

CITY ATTORNEY

Christian L. Bettenhausen

ENGINEER OF WORK

SCI Consulting Group
Lead Assessment Engineer, Jerry Bradshaw, P.E.

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INTRODUCTION

OVERVIEW

The City of Placentia (the "City") serves and maintains streetlights and associated improvements (the "Improvements") in certain parts of the City. In order to fund the maintenance and operation (the "Services") of these projects and improvements, the City has formed Street Lighting District No. 81-1 ("District"). This Engineer's Report ("Report") was prepared to establish the budget for maintenance and operation of the Improvements (as described below) that will be funded by the 2021-22 assessments and other revenue, and to determine the general and special benefits received from the Improvements by property within the District and the method of assessment apportionment to lots and parcels. This Report and the assessments have been made pursuant to the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code (the "Act") and Article XIID of the California Constitution (the "Article").

ENGINEER'S REPORT AND CONTINUATION OF ASSESSMENTS

The assessment has been continued for over 30 years. In each subsequent year for which the assessments will be continued, the Placentia City Council (the "Council") must direct the preparation of an Engineer's Report, budgets, and proposed assessments for the upcoming fiscal year. After the report is completed, the City Council may preliminarily approve the Engineer's Report and the continued assessments and establish the date for a public hearing on the continuation of the assessments. Accordingly, this Engineer's Report (the "Report") was prepared pursuant to the direction of the City Council.

As required by the Act, this Report includes plans and specifications, a diagram or map of the District, the benefits received by property from the Improvements within the District, and the method of assessment apportionment to lots and parcels within the District.

If the Council approves this Engineer's Report and the continuation of the Assessments by resolution, a notice of public hearing must be published in a local newspaper at least 10 days prior to the date of the public hearing. The resolution preliminarily approving the Engineer's Report and establishing the date for a public hearing is typically used for this notice.

Following the minimum 10-day time period after publishing the notice, a public hearing is held for the purpose of allowing public testimony about the proposed continuation of the Assessments. This hearing is currently scheduled for June 1, 2021. At this hearing, the Council will consider approval of a resolution confirming the continuation of the Assessments for fiscal year 2021-22. If so confirmed and approved, the Assessments would be submitted to the Orange County Auditor/Controller for inclusion on the property tax rolls for fiscal year 2021-22.

Beginning in 2014, SCI Consulting Group became the Assessment Engineer for the District. To maintain an accurate reference and legally defensible record of the District, pertinent language used in previous engineer's reports has been retained herein and is cited in italics as appropriate.

STREET LIGHTING DISTRICT BACKGROUND

Street Lighting District No. 81-1 was formed in 1981. Prior to that, the County of Orange had established and maintained street lighting assessment districts within the City of Placentia. After the passage of Proposition 13 in 1978, the County decided to cease annexations to its existing districts. In response to that, the City formed its own district (No. 81-1) to allow for future development to be included in an assessment district providing street lighting services.

The portions of the City previously included in the County's street light assessment remained under the County's jurisdiction until 1996, when the City took over management of those areas. However, they were not annexed into District No. 81-1, and continue to be funded and operated separately from the District. Therefore, those areas and the parcels therein are not included in this report or the assessment calculations herein.

LEGISLATIVE ANALYSIS

PROPOSITION 218

The Right to Vote on Taxes Act was approved by the voters of California on November 6, 1996, and is now Article XIII C and XIII D of the California Constitution. Proposition 218 provides for benefit assessments to be levied to fund the cost of providing services, improvements, as well as maintenance and operation expenses to a public improvement which benefits the assessed property

SILICON VALLEY TAXPAYERS ASSOCIATION, INC. V SANTA CLARA COUNTY OPEN SPACE AUTHORITY

In July of 2008, the California Supreme Court issued its ruling on the Silicon Valley Taxpayers Association, Inc. v. Santa Clara County Open Space Authority ("SVTA"). This ruling is the most significant court case in further legally clarifying the substantive assessment requirements of Proposition 218. Several of the most important elements of the ruling included further emphasis that:

- Benefit assessments are for special benefits to property, not general benefits.
- The services and/or improvements funded by assessments must be clearly defined.
- Assessment districts must be drawn to contain all parcels that receive a special benefit from a proposed public improvement.
- Assessments paid in each assessment district must be proportional to the special benefit received by each such parcel from the improvements and services funded by the assessment.

This Engineer's Report and the process used to establish the continuation of the assessments for fiscal year 2021-22 are consistent with the SVTA decision and with the requirements of Article XIII C and XIII D of the California Constitution based on the following factors:

1. The District is drawn to include the entire City; although only parcels deriving special benefits are included in the assessment rolls. Thus, zones of benefit are not required and the assessment revenue derived from real property in the District is extended only on the Improvements in the District.
2. The Improvements which are constructed and maintained with assessment proceeds in the District are located in close proximity to the real property subject to the assessment. The Improvements provide illumination to streets and sidewalks enabling improved access to the residents of such assessed property. The proximity of the Improvements to the assessed parcels and the improved access and increased safety provided to of the residents of the assessed parcels by the Improvements provides a special benefit to the parcel being assessed pursuant to the factors outlined by the Supreme Court in that decision.
3. Due to their proximity to the assessed parcels, the Improvements financed with assessment revenues in the District benefit the properties in that District in a manner different in kind from the benefit that other parcels of real property in the City derive from such Improvements, and the benefits conferred on such property in the District are more extensive than a general increase in property values.
4. The assessments paid in the District are proportional to the special benefit that each parcel within that Assessment District receives from the Improvements because:
 - a. The specific lighting Improvements and maintenance and utility costs thereof in the District and the costs thereof are specified in this Report; and
 - b. Such Improvement and maintenance costs in the District are allocated among different types of property located within the District, and equally among those properties which have similar characteristics, such as single-family residential parcels, multi-family residential parcels, commercial parcels, industrial parcels, etc.

DAHMS V. DOWNTOWN POMONA PROPERTY

On June 8, 2009, the 4th Court of Appeal amended its original opinion upholding a benefit assessment for property in the downtown area of the City of Pomona in Dahms v. Downtown Pomona Property ("*Dahms*"). On July 22, 2009, the California Supreme Court denied review. In Dahms the Court upheld an assessment that was 100% special benefit (i.e. 0% general benefit) on the rationale that the services and improvements funded by the assessments were directly provided to property in the assessment district. The Court also upheld discounts and exemptions from the assessment for certain properties.

BONANDER V. TOWN OF TIBURON

On December 31, 2009, in *Bonander v. Town of Tiburon* ("*Bonander*"), the 1st District Court of Appeal overturned a benefit assessment approved by property owners to pay for placing overhead utility lines underground in an area of the Town of Tiburon. The Court invalidated the assessments primarily on the grounds that the assessments had been apportioned to assessed property based in part on relative costs within sub-areas of the assessment district instead of the overall cost of the improvements and the overall proportional special benefits.

BEUTZ V. COUNTY OF RIVERSIDE

On May 26, 2010 the 4th District Court of Appeals issued a decision in the *Steven Beutz v. County of Riverside* ("*Beutz*"). This decision overturned an assessment for park maintenance in Wildomar, California, primarily because the general benefits associated with improvements and services was not explicitly calculated, quantified and separated from the special benefits.

GOLDEN HILL NEIGHBORHOOD ASSOCIATION V. CITY OF SAN DIEGO

On September 22, 2011, the San Diego Court of Appeal issued a decision on the *Golden Hill Neighborhood Association v. City of San Diego* appeal. This decision overturned an assessment for street and landscaping maintenance in the Greater Golden Hill neighborhood of San Diego, California. The court described two primary reasons for its decision. First, like in *Beutz*, the court found the general benefits associated with services were not explicitly calculated, quantified and separated from the special benefits. Second, the court found that the City had failed to record the basis for the assessment on its own parcels.

COMPLIANCE WITH CURRENT LAW

This Engineer's Report is consistent with the requirements of Article XIIC and XIID of the California Constitution and with the *SVTA* decision because the Improvements to be funded are clearly defined; the Improvements are directly available to and will directly benefit property in the District; and the Improvements provide a direct advantage to property in the District that would not be received in absence of the Assessments.

This Engineer's Report is consistent with *Beutz*, *Dahms* and *Greater Golden Hill* because the Improvements will directly benefit property in the District and the general benefits have been explicitly calculated and quantified and excluded from the Assessments. The Engineer's Report is consistent with *Bonander* because the Assessments have been apportioned based on the overall cost of the Improvements and Services and proportional special benefit to each property, rather than the proportional cost to the District to provide the Improvements to specific properties.

PLANS AND SPECIFICATIONS

The work and Improvements proposed to be undertaken by the City and the cost thereof paid from the levy of the annual assessment provide special benefit to Assessor Parcels within the District defined in the Method of Assessment herein. Consistent with the Act, the Improvements are generally described as follows:

Facilities and Improvements

The facilities and improvements within the District are defined as street light standards, their appurtenances and energy and maintenance costs to operate them. Street lighting systems in the District consist of Edison-owned lights as of the date of this report, as shown below.

TABLE 1 – DISTRICT FACILITIES

No. of Lights	Size of Lumens	Type of Light	Owner
31	5800	Sodium Vapor	S.C.E.
43	9500	Sodium Vapor	S.C.E.
222	16000	Sodium Vapor	S.C.E.
518	22000	Sodium Vapor	S.C.E.
Total	814		

Scope of Work

Southern California Edison company (S.C.E) shall be the supplier of electrical energy for all of the above listed street lights as well as providing needed maintenance and replacements for those street lights owned by S.C.E. Costs for electrical energy and maintenance of S.C.E-owned street lights shall be billed to the City by S.C.E. The City shall disburse payments to S.C.E. from the Special Fund established for the District. Costs incurred by the City for: administration, engineering, operations and other related requirements shall be paid from the District's Special Fund for those costs.

Changes and Modifications to the District

Modifications to the District structure could include but are not limited to:

- *Substantial changes or expansion of the improvements provided*
- *Substantial changes in the service provided*

- *Modifications or restructuring of the district including annexation or detachment of specific parcels*
- *Revisions in the method of apportionment*
- *Proposed new or increased assessments*¹

¹ From the 2013-14 Engineer's Annual Levy Report, City of Placentia, Street Lighting District No. 81-1, dated June 4, 2013.

FISCAL YEAR 2021-22 ESTIMATE OF COST AND BUDGET

BUDGET FOR FISCAL YEAR 2021-22

The 1972 Act provides that the total costs for providing the maintenance and servicing of the District Improvements and facilities can be recovered in the assessment spread including incidental expenses. The latter can include engineering fees, legal fees, printing, mailing, postage, publishing and all other costs identified with the District proceedings.

An estimate of District costs for fiscal year 2021-22 for the maintenance and servicing of the Improvements is provided below.

TABLE 2 – FY 2021-22 ESTIMATE OF COSTS

Expenditure Item	Amount
Legal Services	\$ -
Engineering Services	10,100
Other Professional Services	-
Repair / Maintenance Services	-
Advertising	800
City Administrative Services	-
Postage	-
Electricity	160,000
Estimated Expenditures	<u>\$ 170,900</u>
Revenue Item	Amount
Direct Benefit Assessments	\$ 134,868
General Fund Contribution	36,032
Estimated Revenues	<u>\$ 170,900</u>
Budget Allocation to Parcels	Amount
Total Assessment Budget ^A	\$ 134,868
Total Assessment Units (AUs)	4,925.772
Assessment per Assessment Unit (AU) ^B	<u>\$ 27.38</u>

Notes to Estimate of Costs:

A. The Act requires that proceeds from the assessments must be deposited into a special fund that has been set up for the revenues and expenditures of the District. Moreover, funds raised by the assessment shall be used only for the purposes stated within this Report. Any balance remaining at the end of the Fiscal Year, June 30, must be carried over to the next Fiscal Year. The District may also establish a reserve fund for contingencies and special projects as well as a capital improvement fund for accumulating funds for larger capital improvement projects or capital renovation needs. Any remaining balance would

either be placed in the reserve fund, the capital improvement fund, or would be used to reduce future years' assessments.

B. The rate shown here is for an Assessment Unit (single family home or its equivalent). For the definition of the term AU and rates for other types of property, see the section titled, "Method of Assessment" and the sections following it in this report.

METHOD OF ASSESSMENT

METHOD OF APPORTIONMENT

This section of the Engineer's Report includes an explanation of the benefits to be derived from the installation, maintenance and servicing of the Improvements throughout the District and the Assessment methodology used to apportion the total Assessment to properties within the Assessment District.

The District consists of certain assessor parcels within the boundaries as defined by the Assessment Diagram referenced in this report and the parcels identified by the Assessor Parcel Numbers listed with the levy roll. The parcel list includes all privately and publicly owned parcels as shown. The method used for apportioning the Assessment is based on the proportional special benefits to be derived by the properties in the District over and above general benefits conferred on real property or to the public at large. The apportionment of special benefit is a two-step process: the first step is to identify the types of special benefit arising from the Improvements, and the second step is to allocate the Assessments to property based on the estimated relative special benefit for each type of property.

DISCUSSION OF BENEFIT

In summary, the Assessments can only be levied based on the special benefit to property. This benefit is received by property over and above any general benefits. Moreover, such benefit is not based on any one property owner's use of the Improvements or a property owner's specific demographic status. With reference to the requirements for Assessments, Section 22573 of the Landscaping and Lighting Act of 1972 states:

The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements.

Proposition 218, as codified in Article XIID of the California Constitution, has confirmed that Assessments must be based on the special benefit to property and that the special benefits must exceed the cost of the assessment:

No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel.

The SVTA decision clarifies that a special benefit is a service or improvement that provides a direct advantage to a parcel and that indirect or derivative advantages resulting from the overall public benefits from a service or improvement are general benefits.

The following benefit categories summarize the types of special benefit to residential, commercial, industrial and other lots and parcels resulting from the Improvements to be provided with the assessment proceeds. These types of special benefit are summarized as follows:

- A. Creation of individual lots for residential and commercial use that, in absence of the Assessments, would not have been created
- B. Improved visibility and safety
- C. Improved access
- D. Improved community character and vitality

SPECIAL BENEFIT

The special benefits from the Improvements are further detailed below:

CREATION OF INDIVIDUAL LOTS FOR RESIDENTIAL AND COMMERCIAL USE THAT, IN ABSENCE OF THE ASSESSMENTS, WOULD NOT HAVE BEEN CREATED

In most of the District, the original owner/developer(s) of the property within the District agreed unanimously to the Assessments. The Assessments provide the necessary funding for public improvements that were required as a condition of development and subdivision approval. Therefore, such Assessments allowed the original property to be subdivided and for development of the parcels to occur. As parcels were sold, new owners were informed of the Assessments through the title reports, and in some cases, through Department of Real Estate "White Paper" reports that the parcels were subject to assessment. Purchase of property was also an "agreement" to pay the Assessment. Therefore, in absence of the Assessments, the lots within most of the District would not have been created. These parcels, and the improvements that were constructed on the parcels, receive direct advantage and special benefit from the Assessments.

IMPROVED VISIBILITY AND SAFETY

Well maintained, effective street lighting provides special benefit to proximate parcels, within the range of the light, because it allows for safer and improved use of the property in the evenings and at night. Street lighting provides special benefit as it increases neighborhood safety and reduces the likelihood of crime on the proximate parcels. Over time, the Improvements continue to confer a particular and distinct special benefit upon parcels within the District because of the nature of the Improvements. The proper maintenance of the streetlights and appurtenant facilities reduces property-related crimes, especially vandalism, against assessed properties in the District.

IMPROVED ACCESS

Well maintained, effective street lighting enhances ingress, egress and accessibility of all forms to the assessed parcels in the evening and at night by increasing visibility. Improved

visibility also helps prevent local and pedestrian traffic accidents related to the assessed parcels.

IMPROVED COMMUNITY CHARACTER AND VITALITY

Well maintained, effective street lighting promotes evening and nighttime social interaction of residents and customers of businesses and industry. This creates a positive atmosphere and enhanced community image in the evening and at night for the assessed parcels.

All of the above-mentioned items also contribute to a specific enhancement to each of the parcels within the District. The proximate street lights clearly make each parcel safer, more visible, more accessible, more useful, more valuable and more desirable; and this further strengthens the basis of these Assessments.

GENERAL VERSUS SPECIAL BENEFIT

The proceeds from the District are used to fund Improvements and increased levels of maintenance to the public facilities that serve and benefit the assessed properties in the District. In absence of the District, such Improvements would not be properly maintained. Therefore, the District's purpose is to ensure that the necessary and beneficial public facilities for property in the District are properly maintained and repaired over time. The assessments will ensure that street lighting and associated improvements within and adjacent to the District are functional, well maintained and safe. These public resources directly benefit the property in the District and will confer distinct and special benefits to the assessed properties within the District. Moreover, in absence of the assessments, a condition of development would not be met and future construction in the District could be denied. The creation of individual lots, if any, and the approval for construction in the District, is the overriding clear and distinct special benefit conferred exclusively on property in the District and not enjoyed by other properties outside the District. Therefore, the assessments solely provide special benefit to assessed property in the District over and above the general benefits conferred to the public at large or properties outside the District.

Although the Improvements maintained by the Services may be available to the general public at large, the Improvements and Services are specifically designed, located and created to provide additional and improved resources for property inside the District, and not the public at large. Other properties that are outside the District do not enjoy the unique proximity and other special benefit factors described previously. These Improvements and Services are of special benefit to properties located within the District because they provide a direct advantage to properties in the District that would not be provided in absence of the Assessments. Any general benefits to surrounding properties outside of the District, if any there were, are collateral and conferred concomitantly.

QUANTIFICATION OF GENERAL BENEFIT

Although the analysis used to support these assessments concludes that the benefits are solely special, as described above, consideration is made for the suggestion that a portion

of the benefits are general. General benefits cannot be funded by these assessments – the funding must come from other sources.

The maintenance and servicing of these improvements is also partially funded, directly and indirectly from other sources including the City of Placentia, Orange County, and the State of California. This funding comes in the form of grants, development fees, special programs, and general funds, as well as direct maintenance and servicing of other co-located facilities (e.g., curbs, gutters, streets, drainage systems, etc.). This funding from other sources more than compensates for general benefits, if any, received by the properties within the District.

In the 2009 Dahms case, the court upheld an assessment that was 100% special benefit on the rationale that the services funded by the assessments were directly provided within the assessment district. It is also important to note that the improvements and services funded by the assessments in Pomona are similar to the improvements and services funded by the Assessments described in this Engineer’s Report, and the Court found these improvements and services to be 100% special benefit. Also similar to the assessments in Pomona, the Assessments described in this Engineer’s Report fund Improvements and Services directly provided within the District, and every benefiting property in the District enjoys proximity and access to the Improvements. Therefore, Dahms establishes a basis for minimal or zero general benefits from the Assessments.

STEP 1 – CALCULATE GENERAL BENEFIT

The General Benefits from this assessment may be quantified as illustrated in the following table.

TABLE 3 – CALCULATION OF GENERAL BENEFIT

Benefit Factor	Relative Weight	General Benefit Contribution	Relative General Benefit
Creation of individual lots for development or approval of building permits	85	0%	0
Improved nighttime visibility and safety	5	25%	1.25
Improved Access	5	25%	1.25
Improved Community Character and Vitality	5	25%	1.25
Total	100		3.75
Total Calculated General Benefit			3.75%

As a result, the City of Placentia will contribute at least 2.5% of the total budget from sources other than the assessment. This contribution offsets any general benefits from the Assessment Services.

STEP 2 – CALCULATE THE CURRENT GENERAL BENEFIT CONTRIBUTION FROM THE CITY

This general benefit contribution is the sum of the following components:

The City of Placentia owns, maintains, rehabilitates and replaces curb and gutter along the border of the District improvements. This curb and gutter serves to support, contain, retain, manage irrigation flow and growth, and provide a boundary for the Improvements. The contribution from the City of Placentia towards general benefit from the maintenance, rehabilitation, and replacement of the curb and gutter is conservatively estimated to be 1%.

The City of Placentia owns and maintains a storm drainage system along the border of the District Improvements. This system serves to prevent flooding and associated damage to the improvements, and manage urban runoff including local pollutants loading from the Improvements. The contribution from the City of Placentia towards general benefit from the maintenance, and operation of the local storm drainage system is conservatively estimated to be 1%.

The City of Placentia owns and maintains local public streets along the border of the District Improvements. These public streets provide access to the Improvements for its enjoyment as well as efficient maintenance. The contribution from the City of Placentia towards general benefit from the maintenance of local public streets is conservatively estimated to be 1%.

The value of the construction of the improvements can be quantified and monetized as an annuity. Since this construction was performed and paid for by non-assessment funds, this "annuity" can be used to offset general benefit costs, and is conservatively estimated to contribute 10%.

Therefore the total General Benefit is conservatively quantified at 2.5% which is more than offset by the total non-assessment contribution towards general benefit of 13%.

METHOD OF APPORTIONMENT

The development of an Assessment methodology requires apportioning to determine the relative special benefit for each property. As the District was formed by a different engineer of record, the precise language from the most recent Engineer's Report is included below:

The methodology used fairly distributes the cost of the street lighting system in relation to the benefits received. For Fiscal Year 2021-22 there are 3,567 parcels of property in the District, grouped into one of three benefit zones for assessment purposes. The District was originally established with five benefit zones (A through E) to distinguish variations in benefit. However, Zone C is no longer applicable. The five benefit zones originally established for the District include the following:

Zone A: Single Family residential, whether detached or condominium.

Zone B: Commercial, industrial, churches, apartments, etc., either developed or in process of development.

Zone C: Parcels in the former Santa Fe Lighting District No. 1. This zone designation was originally established to distinguish specific non-residential parcels that were previously part of the Santa Fe Lighting District No. 1 and were annexed to this District. Originally, the assessments for these parcels included a temporary loan. The loan recoupment has been satisfied and these parcels are now included as part of Zone B.

Zone D: Parcels that have a recorded tentative or final map, but are not yet developed.

Zone E: Open Space, street areas, or landscape strip parcels are considered to receive no benefit. Parcels within this zone are exempt from assessment.

The basic methodology of apportionment developed for this District in 1981-82 is based on assessment unit. This methodology assigns each residential parcel in Zone A one assessment unit (AU). The relationship between residential parcels in Zone A and acreage parcels in Zone B was established at a six to one ratio based on general density figures for the City. Zone C originally designated parcels that were part of the former Santa Fe Street Lighting District No. 1. The assessments for parcels in Zone C originally included the conversion improvement costs associated with these parcels and were spread over a two-year period. These conversion costs have been satisfied and the Zone C parcels are now included in Zone B. Zone C has been eliminated. Zone D designates parcels where the final tract or parcel maps have been approved and recorded, however construction is not yet in progress. This zone is assessed at 30% of one assessment unit per parcel or proposed parcels based on the approved tract map, whichever is the greater of the two.²

ANNUAL ASSESSMENT CALCULATION

For fiscal year 2021-22, the amount of Assessments for the District is not increased from prior years. The calculations for maintenance, service and incidentals follows:

² From the 2013-14 Engineer's Annual Levy Report, City of Placentia, Street Lighting District No. 81-1, dated June 4, 2013. Zone E was reported to have 33 parcels, but they were not identified in the accompanying data. Therefore those parcels are not included in the current data. Because they are exempt from assessment, there is no effect on the assessment apportionment calculations.

TABLE 4 – ASSESSMENT CALCULATION

Zone	Quantity		AU Ratio Factor		Assessment Units
A	3,288 units	x	1.00	=	3,288.000 AU
B	269.712 acres	x	6.00	=	1,618.272 AU
D	65 units	x	0.30	=	19.500 AU
TOTAL Assessment Units					4,925.772 AU

AU Cost	\$134,867.64 / 4,925.772 AU	=	\$27.38 /AU
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Zone Assessments					
<u>Zone A</u>	<u>Each residential unit is assessed at one assessment unit:</u>				
	\$27.38	x	1.00	=	27.38 /Parcel
<u>Zone B</u>	<u>Each acre is assessed at six assessment units:</u>				
	\$27.38	x	6.00	=	164.28 /Acre
<u>Zone D</u>	<u>Each unit or parcel (the greater) is assessed at 0.30 assessment units</u>				
	\$27.38	x	0.30	=	8.21 /Unit

DURATION OF ASSESSMENT

The District was formed or annexed in previous years. It is proposed that the Assessments be continued every year after their formation or annexation, so long as the public Improvements need to be maintained and improved, and the City requires funding from the Assessments for these Improvements in the Assessment Districts. As noted previously, the Assessment can continue to be levied annually after the City Council approves an annually updated Engineer's Report, budget for the Assessment, Improvements to be provided, and other specifics of the Assessment. In addition, the City Council must hold an annual public hearing to continue the Assessment.

APPEALS AND INTERPRETATION

Any property owner who feels that the assessment levied on the subject property is in error as a result of incorrect information being used to apply the foregoing method of assessment, may file a written appeal with the City of Placentia Public Works department. Any such appeal is limited to correction of an assessment during the then current or, if before July 1, the upcoming fiscal year. Upon the filing of any such appeal, the City of Placentia City Engineer or his or her designee will promptly review the appeal and any information provided by the property owner. If the City Engineer of the City of Placentia or her or his designee finds that the assessment should be modified, the appropriate changes shall be made to the assessment roll. If any such changes are approved after the assessment roll has been filed with the County for collection, the City Engineer or his or her designee is authorized to refund to the property owner the amount of any approved reduction. Any dispute over the decision of the City Engineer or her or his designee shall be referred to the Public Works Manager, whose decision shall be final.

ASSESSMENT STATEMENT

WHEREAS, the City of Placentia directed the undersigned Engineer of Work to prepare and file a report presenting an estimate of costs, a diagram for the District, and an assessment of the estimated costs of the Improvements upon all assessable parcels within the District;

NOW, THEREFORE, the undersigned, by virtue of the power vested in me under the Act, Article XIII D of the California Constitution, and the order of the Placentia City Council, hereby makes the following assessment to cover the portion of the estimated cost of the Improvements, and the costs and expenses incidental thereto to be paid by the District.

The amount to be paid for the Improvements and the expense incidental thereto, to be paid by the District for the fiscal year 2021-22 is generally as follows:

**TABLE 5 – FY 2021-22 SUMMARY COSTS ESTIMATE
FOR STREET LIGHTING DISTRICT No. 81 -1**

Operating Expenses	\$ 160,800
Capital Expenses	0
Administration and Project Management	10,100
Total for Services	<u>\$ 170,900</u>
Less General Fund Contribution	\$ (36,032)
Less Other Revenue	0.00
Amount to (from) Dedicated Reserves	0.00
Net Amount to Assessments	<u>\$ 134,868</u>

As required by the Act, an Assessment Diagram of the District is hereto attached and incorporated herein by reference. The distinctive number of each parcel or lot of land in the District is its Assessor Parcel Number appearing on the Assessment Roll.

I do hereby assess and apportion the net amount of the cost and expenses of the Improvements, including the costs and expenses incident thereto, upon the parcels and lots of land within the District, in accordance with the special benefits to be received by each parcel or lot, from the Improvements, and more particularly set forth in the Estimate of Cost and Method of Assessment in the Report.

The Assessments are made upon the parcels or lots of land within the District in proportion to the special benefits to be received by the parcels or lots of land, from the Improvements.

Each parcel or lot of land is described in the Assessment Roll by reference to its parcel number as shown on the Assessor's Maps of the County of Orange for the Fiscal Year 2021-22. For a more particular description of said property, reference is hereby made to the deeds and maps on file and of record in the office of the County Recorder of the County.

I hereby place opposite the Assessor Parcel Number for each parcel or lot within the Assessment Roll, the amount of the assessment for the fiscal year 2021-22 for each parcel or lot of land within the District.

Dated: April 19, 2021

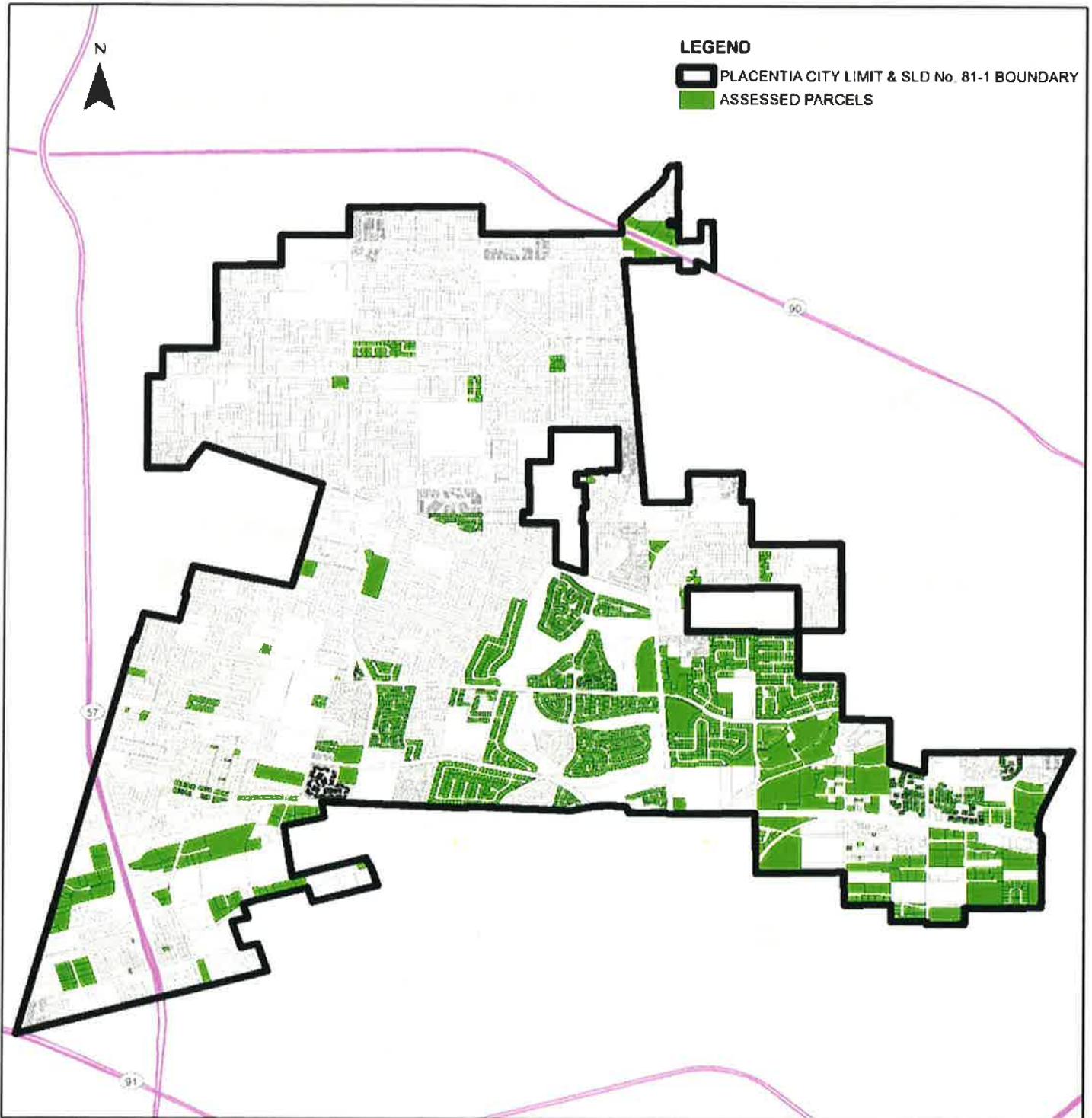
Engineer of Work



By JTB
Jerry Bradshaw, License No. C048845

ASSESSMENT DIAGRAM

The District boundary is conterminous with the City Limits. The parcels to be assessed in Street Lighting District No. 81-1 are shown on the Assessment Diagram, which is on file with the City Clerk of the City of Placentia, and includes all those properties included in the original formation of the District and subsequent annexations. The following Assessment Diagram is for general location only and is not to be considered the official boundary map. The lines and dimensions of each lot or parcel within the District are those lines and dimensions as shown on the maps of the Assessor of the County of Orange, for Fiscal Year 2021-22, and are incorporated herein by reference, and made a part of this Diagram and this Report.



PREPARED BY SCI CONSULTING GROUP
4745 MANGELS BLVD
FAIRFIELD CA 94534
(707)430-4300

**CITY OF PLACENTIA STREET LIGHTING DISTRICT No. 81-1
ASSESSMENT DIAGRAM**

CITY OF PLACENTIA
STREET LIGHTING DISTRICT No. 81-1
ENGINEER'S REPORT, FY 2021-22

SCI Consulting Group
ATTACHMENT 3

ASSESSMENT ROLL

An Assessment Roll (a listing of all parcels assessed within the District and the amount of the Assessment) will be filed with the City Clerk and is, by reference, made part of this Report and is available for public inspection during normal office hours at the City Hall at 401 East Chapman Avenue, Placentia, California 92870.

Each lot or parcel listed on the Assessment Roll is shown and illustrated on the latest County Assessor records and these records are, by reference made part of this Report. These records shall govern for all details concerning the description of the lots or parcels.



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY CITY ADMINISTRATOR / PUBLIC SERVICES & INFRASTRUCTURE

DATE: MAY 04, 2021

SUBJECT: **AWARD OF CONTRACT TO HOUSTON AND HARRIS INC. FOR SEWER MAINTENANCE SERVICES**

FISCAL
IMPACT: EXPENSE: \$592,066.95 TOTAL COST FOR SERVICES
BUDGETED: \$220,000.00 ESTIMATED FY 21-22 SEWER MAINTENANCE FUND
\$220,000.00 ESTIMATED FY 22-23 SEWER MAINTENANCE FUND
\$220,000.00 ESTIMATED FY 23-24 SEWER MAINTENANCE FUND

SUMMARY:

The City's current Agreement for sewer maintenance services is set to expire on June 30, 2021. The City issued a Notice Inviting Bids for these services and bids were received on April 5, 2021, from five (5) contractors. The lowest responsive, responsible bid was received from Houston and Harris PCS, Inc. ("Houston and Harris"). This action will award a three-year agreement to Houston & Harris for sewer maintenance services as directed by the City in an amount not-to-exceed \$197,355.65 per year or a cumulative three-year contract for an amount not-to-exceed \$592,066.95. The term of the agreement is for three (3) years with the option to extend for one (1) two-year term, based upon contractor performance and at the discretion of the City.

RECOMMENDATION:

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

1. Approve a Professional Services Agreement with Houston and Harris PCS, Inc. for sewer maintenance services in an amount not-to-exceed \$197,355.65 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 contract amendments up to 10% of the initial three-year contract amount, or \$59,206.70; and

4. Authorize the City Administrator to approve the eligible contract term extension based upon contractor performance and at the discretion of the City.

DISCUSSION:

The City currently utilizes a contractor to provide sewer cleaning and sewer line CCTV (closed-circuit television) services throughout the City's sewer utility system. The contractor shall serve on an on-call basis and the service contract scope of work includes the flushing of 396,000 linear feet of sewer lines annually, as well as CCTV inspection of interior sewer lines and after-hours emergency response. The current agreement expires in June 2021. As such, Staff solicited competitive bids to continue providing these services.

On April 5, 2021, the City received five (5) bids from contractors qualified to provide these services. The following table provides the bid amounts received from each contractor:

Contractor	Bid Amount
Houston and Harris PCS, Inc.	\$197,355.65
Pipe Tech Inc	\$269,313.10
Empire Cleaning	\$293,316.04
National Plant Services	\$297,493.90
Nor-Cal Pipeline Services	\$303,840.00

Houston and Harris has been providing sewer maintenance services to Placentia for the past five (5) years and has done an exceptional job throughout the duration of their contract. Additionally, Houston and Harris also provides sewer maintenance services to several other Orange County Cities including the cities of Newport Beach, Orange, Santa Ana, and Buena Park. Based upon Houston and Harris's extensive experience, prior success in delivering these services to Placentia, and the bid amount received, Houston and Harris has been identified as the lowest responsive, responsible bidder. As such, Staff recommends awarding a contract to Houston and Harris for these services.

FISCAL IMPACT:

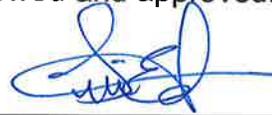
The agreement with Houston and Harris is for an annual not-to-exceed amount of \$197,355.65. The term of the agreement is for three (3) years for a cumulative three-year not-to-exceed contract amount of \$592,066.95 with the option to extend for one (1) additional two-year term based upon contractor performance and at the discretion of the City. Funding for sewer maintenance services has been approved in the Fiscal Year 2021-22 Operating Budget with \$220,000 allocated in Sewer Maintenance Account No. 484376-6120. No General Fund dollars will be utilized for these services.

Prepared by:



Joel Cardenas
Public Works Superintendent

Reviewed and approved:



Luis Estevez
Deputy City Administrator

Reviewed and approved:



Jessica Brown
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Maintenance Services Agreement with Houston & Harris, PCS Inc.

**CITY OF PLACENTIA
MAINTENANCE SERVICES AGREEMENT
WITH
HOUSTON AND HARRIS PCS INC**

THIS AGREEMENT is made and entered into this 4TH day of May, 2021 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and Houston and Harris PCS Inc, a California corporation ("Contractor").

W I T N E S S E T H:

A. WHEREAS, City proposes to utilize the services of Contractor as an independent contractor to provide sewer maintenance and inspection services as more fully described herein; and

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

C. WHEREAS, City and Contractor 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 CONTRACTOR

1.1. Scope of Services. Contractor shall provide the professional services described in Contractor'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 Contractor 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 Contractors in similar fields and circumstances in accordance with sound professional practices. Contractor 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 Contractor's performance of this Agreement. Contractor 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 Contractor 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 Contractor to comply with this section.

1.3. Performance to Satisfaction of City. Contractor 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 Contractor to review the quality of the work and resolve the matters of concern;
- (b) Require Contractor 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. Contractor 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. Contractor 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 Contractor's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Contractor 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. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

Contractor shall, in all solicitations and advertisements for employees placed by, or on behalf of Contractor 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. Contractor 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. Contractor acknowledges that City may enter into agreements with other Contractors 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. Contractor may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Contractor's sole cost and expense. All insurance requirements contained in this Agreement are independently applicable to any and all subcontractors that Contractor may engage during the term of this

Agreement.

1.8. Confidentiality. Employees of Contractor in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Contractor covenants that all data, documents, discussion, or other information developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Contractor 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. Contractor's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Contractor shall be paid in accordance with the fee schedule set forth in Exhibit "A." Contractor's total compensation shall not exceed One Hundred Ninety-Seven Thousand Three Hundred and Thirty-Five Dollars and Sixty-Five Cents (\$ 197,355.65).

2.2. Additional Services. Contractor shall not receive compensation for any services provided outside the scope of services specified in the Contractor'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 Contractor 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 Contractor's standard hourly rates shall be paid to the Contractor for such additional services. Such increase in additional fees shall be limited to 10% of the total contract sum. The City Administrator is authorized to approve a Change Order for such additional services. Any increases, taken either separately or cumulatively, that result in the Contract Sum exceeding ten percent (10%) of the Contract Sum must be approved by the City Council.

2.3. Method of Billing. Contractor 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 Contractor's services which have been completed to City's sole satisfaction. City shall pay Contractor'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 Contractor'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." The Project Schedule may be amended by mutual

agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Contractor is encountered, a time extension may be mutually agreed upon in writing by the City and the Contractor. The Contractor 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 three years, ending on May 04, 2024, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. The agreement may be extended for an additional two-year term based on contractor performance

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 Contractor. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Contractor 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 Contractor 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 Contractor 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 Contractor, 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

- f. for thirty (30) days or longer; or
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 Contractor 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 Contractor. 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 Contractor 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 Contractor, at no cost to City. Any use of uncompleted documents without specific written authorization from Contractor shall be at City's sole risk and without liability or legal expense to Contractor.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Contractor 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 from #CG 00 01 04 13, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit. If Contractor maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Contractor.
- (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 Contractor. Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor to comply with this section.

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 Contractor under this Agreement are adequate to protect Contractor. If Contractor believes that any such insurance coverage is insufficient, Contractor shall provide, at its own expense, such additional insurance as Contractor 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 Contractor pursuant to its contract with the City; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor."
- (b) Notice: "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; (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, Contractor shall forthwith obtain and submit proof of substitute insurance. Should Contractor fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Contractor's sole cost and expense."
- (c) Other insurance: "The Contractor'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 Contractor'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. 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 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 Contractor 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.

Contractor shall designate a representative for purposes of this Agreement who 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.

6.3. Project Managers. City shall designate a Project Manager to work directly with Contractor in the performance of this Agreement. It shall be the Contractor's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the

services and the Contractor 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.

Contractor 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 Contractor without the express written approval by the City. Contractor 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 CONTRACTOR:

Houston and Harris PCS, Inc
21831 Barton Road
Grand Terrace, CA 92313
Tel: 909-622-8990

Attn: Larry Houston, General
Manager

IF TO CITY:

City of Placentia
401 E. Chapman
Placentia, CA 92870
Tel: 714-993-8148

Attn: Joel Cardenas, Public
Works Superintendent

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. Contractor agrees to submit to the personal jurisdiction of such court in the event of such action.

6.7. Assignment. Contractor shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Contractor'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 Contractor of Contractor's obligation to perform all other obligations to be performed by Contractor hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. Contractor agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Contractor's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Contractor, 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 work performed by the Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not the Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the 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. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Contractor's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Contractor is and shall be acting at all times as an independent contractor and not as an employee of City. Contractor 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 Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor 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. Contractor 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 Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Contractor 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. Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.10. 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.

6.11. 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.

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 Contractor or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Contractor 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 Contractor. City shall indemnify and hold harmless Contractor 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 Contractor. Contractor 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. Contractor or Contractor'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. 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.

6.14. Conflict of Interest. 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 subcontractors 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.

6.15. 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.

6.16. Prohibited Employment. Contractor 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 Contractor'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 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.

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

CONTRACTOR

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, Deputy City Administrator

Date: _____

APPROVED AS TO CONTENT:

Joel Cardenas, Public Works Superintendent

Date: _____

DEPARTMENTAL APPROVAL:

Luis Estevez, Deputy City Administrator

Date: _____

EXHIBIT A

CONTRACTOR'S PROPOSAL AND SCOPE OF WORK

Section C

PROPOSAL

Bidders Name Houston & Harris PCS, Inc.

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF PLACENTIA;

The undersigned, as bidder, declares that: (1)-this proposal is made without collusion with any other person, firm or corporation, and that the only persons or parties interested as principals are those named herein as sworn in the attached Non-Collusion Affidavit; (2)-bidder has carefully examined the Specifications, Instructions To Bidders, Proposal, Notice Inviting Sealed Bids and all other contract documents and information furnished therefore and the site of the proposed work; and (3)-bidder has investigated and is satisfied as to the conditions to be encountered, the character, quality and quantities of work to be performed and materials to be furnished. Furthermore, bidder agrees that submission of this proposal shall be conclusive evidence that such examination and investigation have been made and agrees, in the event this contract be awarded to bidder, to enter into a contract with the City Council of the CITY OF SEAL BEACH, to perform said proposed work in accordance with the Plans, if any, and the terms of the Specifications, in the time and manner therein prescribed, and to furnish or provide all materials, labor, tools, equipment, apparatus and other means necessary so to do, except such thereof as may otherwise be furnished or provided under the terms of said Specifications, for the following stated unit prices or lump sum price as submitted on the Bid Sheet herein.

The bidder shall submit as part of this proposal a completed copy of the Contractor's Industrial Safety Record. This Safety Record must include all construction work undertaken in the State of California by the bidder and any partnership, joint venture or corporation that any principal of the bidder participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of bid submittal. Separate information shall be submitted for each such partnership, joint venture, or corporate or individual bidder. The bidder may attach any additional information or explanation of data which he would like to be taken into consideration in evaluating the safety record. An explanation of the circumstances surrounding any and all fatalities must be attached.

Accompanying this proposal is (Circle one "cash", "a Cashier's Check", "a certified check", or "a Bidder's Bond in the form furnished by the City", as the case may be) in the amount of \$ 1.0%, an amount equal to at least ten percent (10%) of the total aggregate bid price based on the quantities shown and the unit prices quoted. The undersigned bidder agrees that should bidder be awarded the Contract on the basis hereof and thereafter fail or refuse to enter into a Contract and provide the required evidence of insurance and bonds within 15 calendar days after written notice of the award, the cash, check or bond shall be forfeited to the city in accordance with Public Contract Code section -20172, except as otherwise provided in Public Contract Code section -20174. The undersigned agrees that in the event of such failure, the actual amount of damages to the City would be impractical and extremely difficult to determine.

In compliance with the Notice Inviting Sealed Bids, the undersigned hereby agrees to enter into a contract to furnish all labor, materials and supplies for this project in accordance with the Specifications, Plans other Contract Documents which are on file in the office of the Public Works Manager of the CITY OF PLACENTIA, to the satisfaction and under the direction of the Public Works Manager, at the following prices: The contractor shall perform all work under this contract for a period of thirty-six (36) months. The term of this contract may be extended for two additional one-year terms, based on performance and at the option of the City starting from the day after the issuance of the Notice to Proceed.

**City of Placentia
California**

**PROPOSAL
FOR
SEWER MAINTENANCE SERVICES
BID SHEET**

NO.	ITEM DESCRIPTION	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM COST
1.	Sewer Line Cleaning	LF	372,246	\$ 0.324	\$ 120,500.08
2.	CCTV Inspection	LF	50,000	\$ 0.479	\$ 23,940.00
3.	After- Hours Emergency Response	HR	150	\$ 285.00	\$ 42,750.00
4.	Quarterly Cleaning of Enhance Areas	LF	23,754	\$ 0.423	\$ 10,049.00

TOTAL BID PRICE (BASED ON BID SCHEDULE TOTAL OF UNIT PRICES):

\$ 197,239.08

Total Bid Price in Numbers

One Hundred Ninety Seven Thousand Two Hundred Thirty Nine dollars and eight cents

Total Bid Price in Written Form

IN CASE OF DISCREPANCY BETWEEN WORDS AND FIGURES, THE WORDS SHALL PREVAIL.

NOTE: The City reserves the right to award a contract to the lowest responsible bidder in parts or in its entirety and reserves the right to reject all bids and re-advertise, as appears to be in the best interests of the City. A bid is required for this entire work, the estimated quantities set forth in this Bid Sheet being solely for the purpose of comparing bids, and final compensation under the Contract will be based upon the actual quantities of work satisfactorily completed. The unit and/or lump sum prices bid shall include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amount bid, unit prices shall govern over extended amounts, and words shall govern over figures. The City reserves the right to increase or decrease the amount of any quantity shown and to delete any item from the Contract.

The undersigned bidder agrees that, if awarded the Contract, bidder will complete all work according to the contract documents.

Legal Business Name of Bidder	Houston & Harris PCS, Inc.
Business Address	21831 Barton Road, Grand Terrace, CA 92313
Business Tel. No.	909-422-8990

EXHIBIT B
CERTIFICATES OF INSURANCE AND ENDORSEMENTS

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

All persons or organizations as requested by written contract with the Named Insured.

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

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

**COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
All persons or organizations as required by written contract with the Named Insured	As designated in written contract with the Named Insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".
- However:
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**
- If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.
- This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
All persons or organizations as required by written contract with the Named Insured	As designated in written contract with the Named Insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.
- However:
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
- This insurance does not apply to "bodily injury" or "property damage" occurring after:
1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO PROTECTION - GOLD

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SUMMARY OF COVERAGES

- A. Effect of This Endorsement
- B. Newly Acquired or Formed Entities
- C. Employees as Insureds – Nonowned Autos
- D. Additional Insured by Contract, Permit or Agreement
- E. Supplementary Payments – Bail Bonds
- F. Supplementary Payments – Loss of Earnings
- G. Personal Effects and Property of Others Extension
- H. Prejudgment Interest Coverage
- I. Fellow Employee – Officer, Managers and Supervisors
- J. Hired Auto Physical Damage
- K. Temporary Substitute Autos – Physical Damage Coverage
- L. Expanded Towing Coverage
- M. Auto Loan or Lease Coverage
- N. Original Equipment Manufacturer Parts – Leased Private Passenger Types
- O. Deductible Amendments
- P. Rental Reimbursement Coverage
- Q. Expanded Transportation Expense
- R. Extra Expense – Stolen Autos
- S. Physical Damage Limit of Insurance
- T. New Vehicle Replacement Cost
- U. Physical Damage Coverage Extension
- V. Transfer of Rights of Recovery Against Others To Us
- W. Section IV – Business Auto Conditions – Notice of and Knowledge of Occurrence
- X. Hired Car Coverage Territory
- Y. Emergency Lock Out
- Z. Cancellation Condition

**COMMERCIAL AUTO
AC 70 05 03 16**

A. EFFECT OF THIS ENDORSEMENT

Coverage provided under this policy is modified by the provisions of this endorsement. If there is any conflict between the provisions of this endorsement and the provision(s) of any state-specific endorsement also attached to this policy, then the provision(s) of the state-specific endorsement shall apply instead of the provisions of this endorsement that are in conflict, but only to the extent of the conflict, and only to the extent necessary to bring such provisions into conformance with the state requirement(s) contained in the provision(s) of the state-specific endorsement.

B. NEWLY ACQUIRED OR FORMED ENTITIES

The Named Insured shown in the Declarations is amended to include any organization you newly acquire or form, other than a partnership, joint venture, or limited liability company, and over which you maintain ownership or majority (more than 50%) interest; if there is no other similar insurance available to that organization. Coverage under this provision is afforded until the 180th day after you acquire or form the organization or the end of the policy period, whichever is later.

C. EMPLOYEES AS INSURED – NONOWNED AUTOS

The following is added to paragraph A.1. Who Is An Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

- d. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. ADDITIONAL INSURED BY CONTRACT, PERMIT OR AGREEMENT

The following is added to A.1. Who Is An Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any person or organization that you are required to name as an additional insured in a written contract or agreement that is executed or signed by you prior to a "bodily injury" or "property damage" occurrence is an "insured" for Covered Auto Liability coverage. However, with respect to covered "autos", such person or organization is an insured only to the extent that person or organization qualifies as an "insured" under A.1. Who is an Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

If specifically required by the written contract or agreement referenced in the paragraph above, any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.

E. SUPPLEMENTARY PAYMENTS – BAIL BONDS

Supplementary Payments of SECTION II – COVERED AUTOS LIABILITY COVERAGE is revised as follows:

- (2) Up to \$2,500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

F. SUPPLEMENTARY PAYMENTS – LOSS OF EARNINGS

Supplementary Payments of the SECTION II – COVERED AUTOS LIABILITY COVERAGE is revised as follows:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

G. PERSONAL EFFECTS AND PROPERTY OF OTHERS EXTENSION

- 1. The Care, Custody or Control Exclusion of SECTION II – COVERED AUTOS LIABILITY COVERAGE, does not apply to "property damage" to property, other than your property, up to an amount not exceeding \$250 in any one "accident". Coverage is excess over any other valid and collectible insurance.

- 2. The following paragraph is added to A.4. Coverage Extensions of SECTION III – PHYSICAL DAMAGE COVERAGE:

- c. We will pay up to \$500 for your property that is lost or damaged as a result of a covered "loss", without applying a deductible. Coverage is excess over any other valid and collectible insurance.

H. PREJUDGMENT INTEREST COVERAGE

The following paragraph is added to SECTION II – COVERED AUTOS LIABILITY COVERAGE, 2. Coverage Extensions, a. Supplementary Payments:

(7) Prejudgment interest awarded against the "insured" on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

I. FELLOW EMPLOYEE – OFFICERS, MANAGERS, AND SUPERVISORS

The Fellow Employee Exclusion in SECTION II – COVERED AUTOS LIABILITY COVERAGE is replaced as follows;

A. "Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business. This exclusion does not apply to an "insured" who occupies a position as an officer, manager, or supervisor.

J. HIRED AUTO PHYSICAL DAMAGE

If covered "auto" designation symbols 1 or 8 apply to Liability Coverage and if at least one "auto" you own is covered by this policy for Comprehensive, Specified Causes of Loss, or Collision coverages, then the Physical Damage coverages provided are extended to "autos" you lease, hire, rent or borrow without a driver; and provisions in the Business Auto Coverage Form applicable to Hired Auto Physical Damage apply up to a limit of \$100,000. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. Any Comprehensive deductible does not apply to fire or lightning.

K. TEMPORARY SUBSTITUTE AUTOS – PHYSICAL DAMAGE COVERAGE

The following is added to paragraph C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos of SECTION I - COVERED AUTOS:

If Physical Damage Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own while used with the permission of its owner as a temporary

substitute for a covered "auto" you own that is out of service because of its:

- a. Breakdown;
- b. Repair;
- c. Servicing;
- d. "Loss"; or
- e. Destruction

The coverage that applies is the same as the coverage provided for the vehicle being replaced.

L. EXPANDED TOWING COVERAGE

1. We will pay up to:

- a. \$100 for a covered "auto" you own of the private passenger type, or
- b. \$500 for a covered "auto" you own that is not of the private passenger type,

for towing and labor costs incurred each time the covered "auto" is disabled. However, the labor must be performed at the place of disablement.

2. This coverage applies only for an "auto" covered on this policy for Comprehensive or Specified Causes of Loss Coverage and Collision Coverages.

3. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto".

M. AUTO LOAN OR LEASE COVERAGE

1. In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease, including up to a maximum of \$500 for early termination fees or penalties, for your covered "auto" less:

- a. The amount paid under SECTION III – PHYSICAL DAMAGE COVERAGE of this policy; and
- b. Any:
 - 1) Overdue lease/loan payments at the time of the "loss";
 - 2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - 3) Security deposits not refunded by a lessor;
 - 4) Costs of extended warranties, Credit Life insurance, Health, Accident, or Disability insurance purchased with the lease; and

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- 5) Carry-over balances from previous leases.
2. This coverage only applies to a "loss" which is also covered under this policy for Comprehensive, Specified Causes of Loss, or Collision coverage.
3. Coverage does not apply to any unpaid amount due on a loan for which the covered "auto" is not the sole collateral.

N. ORIGINAL EQUIPMENT MANUFACTURER PARTS – LEASED PRIVATE PASSENGER TYPES

Under Paragraph C. Limit of Insurance of SECTION III – PHYSICAL DAMAGE COVERAGE, Section 4 is added as follows:

4. We will use new original equipment vehicle manufacturer parts for any private passenger type covered "auto" where required by the lease agreement which has a term of at least six months. If a new original equipment vehicle manufacturer part is not in production or distribution we may use a like, kind and quality replacement part.

O. DEDUCTIBLE AMENDMENTS

The following are added to the Deductible provision of SECTION III – PHYSICAL DAMAGE COVERAGE:

If another policy or coverage form that is not an automobile policy or coverage form issued by this company applies to the same "accident", the following applies:

1. If the deductible under this coverage is the smaller (or smallest) deductible, it will be waived:
2. If the deductible under this coverage is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

If a Comprehensive or Specified Causes of Loss Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident," if the cause of the loss is covered for those vehicles. This provision only applies if you carry Comprehensive or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

No deductible applies to glass if the glass is repaired, in a manner acceptable to us, rather than replaced.

P. RENTAL REIMBURSEMENT COVERAGE

1. This coverage applies only to a covered "auto" for which Physical Damage Coverage is provided on this policy.
2. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto." No deductibles apply to this coverage.
3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.
 - b. The number of days shown in the Schedule.
4. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred.
 - b. \$75 for any one day or for a maximum of 30 days.
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under SECTION III – PHYSICAL DAMAGE COVERAGE Coverage Extension.

Q. EXPANDED TRANSPORTATION EXPENSE

Paragraph A.4.a. of SECTION III – PHYSICAL DAMAGE COVERAGE is replaced by the following:

We will pay up to \$50 per day to a maximum of \$1500 for temporary transportation expense incurred by you because of the total theft of a

covered "auto" of the private passenger type. We will only pay for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

R. EXTRA EXPENSE – STOLEN AUTOS

The following paragraph is added to Coverage Extensions of SECTION III – PHYSICAL DAMAGE COVERAGE:

- c. We will pay for up to \$5,000 for the expense of returning a stolen covered "auto" to you. We will pay only for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage

S. PHYSICAL DAMAGE LIMIT OF INSURANCE

Under SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph C., Limit of Insurance is replaced by the following:

C. Limit Of Insurance

- 1. The most we will pay for "loss" in any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss", or
 - b. The cost of repairing or replacing the damaged or stolen property.
- 2. \$1500 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
 - a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment.
 - b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
 - c. An integral part of such equipment.
- 3. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
- 4. The cost of repairing or replacing may:
 - a. Be based on an estimate which includes parts furnished by the original equip-

ment manufacturer or other sources including non-original equipment manufacturers and

- b. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the net improvement.
5. If we offer to pay the actual cash value of the damaged or stolen property, we will value auto advertising wraps, paint customization, and similar business related advertising modifications, in addition to the actual cash value of the property. Auto advertising wraps, paint customization, and similar business related advertising modifications will be valued at the cost to replace them with an adjustment made for depreciation and physical condition.

T. NEW VEHICLE REPLACEMENT COST

The following is added to the Limit of Insurance provision of SECTION III – PHYSICAL DAMAGE COVERAGE:

5. The provisions of paragraphs 1. and 3. do not apply to a covered "auto" of the private passenger type or a vehicle with a gross vehicle weight rating of 20,000 pounds or less which is a "new vehicle."
- In the event of a total "loss" to your new vehicle to which this coverage applies, we will pay at your option:
- a. The verifiable "new vehicle" purchase price you paid for your damaged vehicle, not including any insurance or warranties purchased;
 - b. If it is available, the purchase price, as negotiated by us, of a "new vehicle" of the same make, model, and equipment or the most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or manufacturers' dealership; or .
 - c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or manufacturer's dealership.

We will not pay for initiation or set up costs associated with loans or leases

As used in this endorsement, a "new vehicle" means an "auto" of which you are the original owner that has not been previ-

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ously titled and which you purchased less than 365 days before the date of the "loss".

U. PHYSICAL DAMAGE COVERAGE EXTENSIONS

Under SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, Coverage Extensions, b. Loss of Use Expenses is replaced by the following:

b. Loss of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto."

However, the most we will pay for any expenses for loss of use is \$50 per day, to a maximum of \$1,500. The insurance provided by this provision is excess over any other collectible insurance.

V. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" because of payments we make for damages under this coverage form.

W. NOTICE OF AND KNOWLEDGE OF OCCURRENCE

SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph A is amended as follows:

6. NOTICE OF AND KNOWLEDGE OF OCCURRENCE

a. Your obligation in the Duties in the Event of Accident, Claim, Suit or Loss Condition relative to notification requirements applies only when the "accident" or "loss" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

b. Your obligation in the Duties in the Event of Accident, Claim, Suit or Loss Condition relative to providing us with documents concerning a claim or "suit" will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

X. HIRED CAR – COVERAGE TERRITORY

Item (5) of the Policy Period, Coverage Territory General Conditions replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

Y. EMERGENCY LOCKOUT

We will reimburse you up to \$100 for reasonable expense incurred for the services of a locksmith to gain entry into your covered "auto" subject to these provisions:

1. Your door key, electronic key or key entry pad has been lost, stolen or locked in your covered "auto" and you are unable to enter such "auto", or
2. Your keyless entry device battery dies and you are unable to enter such "auto" as a result,
3. Your key, electronic key or key entry pad has been lost or stolen and you have changed the lock to prevent an unauthorized entry; and

4. Original copies of receipts for services of a locksmith must be provided before reimbursement is payable.

Z. CANCELLATION CONDITION

Paragraph A.2. of the COMMON POLICY CONDITION – CANCELLATION applies except as follows:

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If we cancel for any reason other than non-payment of premium, we will mail or deliver to the First Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states that require more than 60 days prior notice of cancellation.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA
BLANKET BASIS**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

The additional premium for this endorsement shall be 2% of the total manual premium otherwise due on such remuneration. The minimum premium for this endorsement is \$350.

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

SCHEDULE

BLANKET WAIVER

Person/Organization Blanket Waiver – Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

Job Description

All CA Operations

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 09/01/2020

Policy No. HOWC116572

Endorsement No.

Insured Houston & Harris PCS, Inc.

Premium \$

Insurance Company Cypress Insurance Company



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY CITY ADMINISTRATOR / PUBLIC SERVICES & INFRASTRUCTURE

DATE: MAY 4, 2021

SUBJECT: **PROFESSIONAL SERVICES AGREEMENT WITH AGA ENGINEERS, INC. FOR TRANSIT ORIENTED DEVELOPMENT TRAFFIC MITIGATION ENGINEERING DESIGN SERVICES**

FISCAL

IMPACT: EXPENSE: \$ 59,000 PROFESSIONAL ENGINEERING SERVICES
BUDGETED: \$ 100,000 FY 2020-21 CIP BUDGET

SUMMARY:

In 2017, AGA Engineers, Inc. ("AGA"), previously known as Albert Grover & Associates, prepared the traffic impact study for the Packing House/Transit-Oriented Development Zone (TOD) and identified future TOD-related traffic operation deficiencies. The TOD project area at full build-out will increase residential and commercial densities, resulting in increased daily vehicular trips that exceed the operational capacity at several intersections around the Packing House/TOD area. The study analyzed twelve (12) signalized intersections and identified five (5) that will exceed operational capacity at the project full buildout and will require mitigation measures.

Staff is recommending that AGA complete the necessary design and engineering work to improve the intersections to accommodate new TOD development since they conducted the original traffic impact analysis and developed the recommended mitigation measures. In addition to the focused traffic impact study report of the TOD project area, AGA completed a Citywide Systemic Safety Analysis Report for the City in 2019. Given AGA's familiarity with the conditions of the existing traffic conditions, as well as the proposed future TOD development along Crowther Avenue, AGA will be able to utilize previously captured data/analysis to efficiently prepare the final engineering design and estimates for the proposed intersection improvements. Per the City's existing Purchasing Policy, the City may contract directly with firms for professional consulting services such as engineering design services.

Since the TOD project will contribute to the future traffic growth at the intersections, the fair share of improvement costs for the TOD project was established based on a per-unit cost and a per-square foot cost for commercial and office uses in the project area. The TOD Impact Fees are designed to cover the total costs associated with the intersection improvement design and construction. The City has received the TOD Traffic Development Impact Fees to fully fund the professional design work for the intersection improvements.

1. j.
May 4, 2021

RECOMMENDATION:

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

1. Award a Professional Services Agreement with AGA Engineers, Inc. for traffic engineering services in an amount not-to-exceed \$59,000; and
2. Authorize the City Administrator to approve contract amendments up to 10%, or \$5,900, of the contract not-to-exceed amount; and
3. Authorize the City Administrator to sign the required documents, in a form approved by the City Attorney.

DISCUSSION:

In 2017, AGA completed a traffic impact study for the planned Packing House District TOD project area. The study analyzed 12 signalized intersections and determined that five (5) intersections will be impacted by the increased daily traffic volumes generated by the new development in the TOD. The level of service at these intersections will deteriorate from level of service (LOS) D to LOS E or F in the peak hours at full build-out. The City's criteria for acceptable signalized intersection LOS is D or better. A project impact is deemed significant when a signalized intersection deteriorates to LOS E or F due to additional trips associated with new development. Mitigation measures are required to bring each deficient location back to an acceptable operational condition. As such, the traffic impact study identified operational improvements needed for each location to accommodate traffic demand from the TOD new developments as well as cost estimates to complete this work. Those cost estimates were built into the TOD Development Impact Fee Schedule approved in 2018, and a separate TOD Traffic Impact Fee was created for TOD developers to fund the cost of the traffic signal upgrades and lane configuration improvements.

Four (4) of the impacted intersections identified in the TOD traffic impact study are included in this proposed agreement and scope of work:

1. Placentia Avenue at Crowther Avenue
2. Orangethorpe Avenue at SR-57 Northbound Ramp
3. Orangethorpe Avenue at Melrose Street
4. Orangethorpe Avenue at Kraemer Boulevard

The mitigation measures identified for the Orangethorpe / Placentia Avenue intersection will be challenging to pursue at this juncture due to existing right-of-way constraints and the potential need to acquire right-of-way to complete. In addition, this is a shared intersection with the City of Fullerton which will require a higher degree of coordination and collaboration. Potential new development opportunities at this intersection will create additional traffic impacts at this location which will need further study, analysis, and reconciliation with TOD-related mitigation measures.

AGA recommended that this intersection not be included in this effort at this juncture in order to re-analyze the traffic impact models once the mitigation measures at the other four (4) intersections are designed and implemented as well as to provide additional time to consider other potential redevelopment opportunities at the Orangethorpe/Placentia intersection.

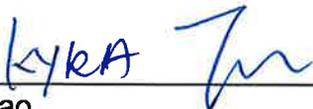
Development within the TOD is already underway with the first project, The Herald, nearing completion of construction with a planned opening in Fall 2021. JPI development with an additional 418 multi-family residential units on the west side of the TOD is currently under construction and anticipated to receive first occupancy in late 2022. Development plan reviews for the City's TOD property located at the northeast corner of Bradford and Crowther is currently underway with an additional 189 apartment units and 1,500 square feet of retail in the planning stages.

Based on the TOD traffic impact study completed in 2017, these intersection improvements are critical to ensure efficient traffic circulation and enhanced safety within the TOD area. As such, the City needs to move forward and complete the final engineering design for these intersection improvements to be subsequently followed by implementing the mitigation measures as a future Capital Improvement Program (CIP) construction project. Each TOD project shall pay its fair share of the intersection improvement costs at the time of entitlement based on existing per unit and per square foot fees. Staff is recommending the City Council award a Professional Services Agreement to AGA for these services since AGA originally prepared the TOD Traffic Impact Report and subsequent mitigation measures. Per the City's existing Purchasing Policy, sole-source Professional Services Agreements may be awarded without a separate Request for Proposals process when procuring professional engineering design services. The agreement amount is for a not-to-exceed amount of \$59,000.

FISCAL IMPACT:

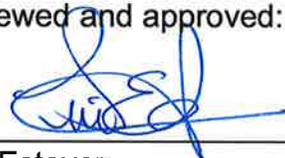
The proposed agreement not-to-exceed amount is \$59,000. The City has budgeted a total of \$100,000 in TOD Traffic Impact Development Impact Fees in the FY 2020-21 CIP Budget to cover the cost of these services. No General Fund dollars will be used to pay for these services. As such, sufficient funds exist for the recommended actions.

Prepared by:



Kyra Tao
Transportation Manager

Reviewed and approved:



Luis Estevez
Deputy City Administrator

Reviewed and approved:



Jessica Brown
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Professional Services Agreement with AGA Engineers, Inc.

**CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH
AGA ENGINEERS INC**

THIS AGREEMENT is made and entered into this 4TH day of May, 2021 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and AGA Engineers Inc, a California Corporation("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to traffic engineer design services, 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 Fifty Nine Thousand Dollars (\$ 59,000.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described "SCOPE OF SERVICES", an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services.

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 24 months, ending on May 04th, 2023, 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:

AGA Engineers Inc
211 Imperial Highway Suite 208,
Fullerton, CA 92835
Tel: 714-992-4592

Attn: Ignacio Sanchez, Senior
Transportation Engineer

IF TO CITY:

City of Placentia
401 E. Chapman
Placentia, CA 92870
Tel: 714-993-8148

Attn: Kyra Tao, Transportation
Manager

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

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

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without

City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

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

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

6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant

shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

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

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

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, 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:

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, Deputy City Administrator

Date: _____

APPROVED AS TO CONTENT:

Kyra Tao, Project Manager

Date: _____

DEPARTMENTAL APPROVAL

Luis Estevez, Deputy City Administrator

Date: _____

EXHIBIT A
CONSULTANT'S PROPOSAL AND SCOPE OF WORK



April 14, 2021

Mr. Luis Estevez
Director of Public Works
City of Placentia
401 East Chapman Avenue
Placentia, California 92870

RE: Proposal – Four Packing House Area TOD Traffic Signal Upgrades

Dear Luis,

AGA Engineers, Inc. (AGA) is pleased to provide you with this letter proposal for various Packing House Area Transit Oriented Development (TOD) mitigation improvements at four intersections within the City of Placentia. Four of the five intersections identified in the Packing House Area TOD report for mitigations are:

1. Placentia Avenue at Crowther Avenue
2. Orangethorpe Avenue at SR-57 Northbound Ramp
3. Orangethorpe Avenue at Melrose Street
4. Orangethorpe Avenue at Kraemer Boulevard

The following are the basic improvements to the intersections as outlined in the TOD report, including preliminary rough estimates for construction costs:

1. Placentia Avenue/Crowther Avenue
Based on the analyses using the Highway Capacity Manual (HCM) methodology, it is recommended to have the project upgrade the left turn signal phasing for all movements from permissive left turns to protected/permissive left turn phasing. The Level of Service (LOS) is expected to improve PM peak hour conditions from a LOS F to LOS D with this improvement.
 - Estimated Cost - \$60,000 - \$100,000 based on existing signal design.
2. Orangethorpe Avenue/SR-57 Northbound Ramp
Restripe the northbound off-ramp middle lane as a shared left-turn/right-turn lane similar to what Caltrans did at the northbound off-ramp at Chapman Avenue. The LOS is expected to improve PM peak hour conditions from a LOS F to LOS E or better with these improvements.
 - Estimated Cost - \$50,000

The westbound right turn movement is expected to increase from an existing 550 vehicles per hour (vph) to 800 vph during the PM period for Year 2035. This movement should be closely monitored and may require additional improvements to reduce the congestion and queuing. An additional improvement would be to modify the northeast corner on Orangethorpe Avenue at the northbound on-ramp to add an exclusive westbound right-turn lane.

- Estimated Cost - \$400,000 – for future consideration only. No improvements at this time.

AGA Engineers, Inc.

211 Imperial Highway, Suite 208, Fullerton, CA 92835
(714) 992-4592 Email: aga@agaengineersinc.com

3. Orangethorpe Avenue/Melrose Street

Provide an exclusive southbound right-turn lane with overlap signal phasing and northbound dual left-turn lanes at Orangethorpe Avenue/Melrose Street. The LOS is expected to improve the PM peak hour conditions from LOS F to LOS E or better from this improvement. The analysis of the pedestrian activity at this intersection is recommended and evaluate the possibility for the removal of the west leg crosswalk. New vehicular turning movement counts and pedestrian counts will be required.

- Estimated Cost - \$150,000

Public outreach is recommended to explain the benefits and reasons for the removal of the west leg crosswalk.

4. Orangethorpe Avenue/Kraemer Boulevard

The improvements at this intersection requires the coordination with both cities of Placentia and Anaheim.

- Restripe Orangethorpe Avenue to provide eastbound dual left-turn lanes.
- Add an additional north/south thru lane (three lanes each) by restriping the northbound and southbound right turn lanes to thru lanes.

The LOS is expected to improve both AM and PM peak hour conditions from a LOS F to LOS E or better from these improvements (recommended to revise analysis with latest data). New vehicular turning movement counts and pedestrian counts will be required.

- Estimated Cost - \$150,000

Based on the foregoing, the following general scope of work will be utilized for the design plans for each intersection in three phases.

General Scope of Work

Phase I: Topographic Survey, Kick-Off Meeting, Utility Research, Base Plan, and Preliminary (30% Level) Plans

Task 1: Project Design Kick-Off Meeting and Research

An initial/kick-off meeting will be held with City staff to discuss the project requirements. We will obtain existing plans from the City including any "as-built" plans, right-of-way mapping, topographic mapping, and miscellaneous drawings, samples, City drafting symbols, logs, etc. which the City has offered to make available. It is assumed that the City will provide copies of available plans without cost, and that the City will provide a list of names of contact persons for utilities within the project limits.

Task 2: Field Review

AGA staff will conduct a thorough field review of the project intersections for the specific purpose of gathering topographic data to properly identify all existing conditions at the site. AGA will conduct our field work to collect—at a minimum—all signs, roadway striping and markings, curb, gutter, street lights, existing traffic signal equipment, existing structures, and any other objects within the public right-of-way. Available “as-built” signal plans, roadway plans, and utility plans will be obtained from the City. We will also verify the location of all underground, surface, and overhead utility facilities.

Task 3: Utility Coordination and Base Mapping

AGA will determine where interfaces with existing facilities should be constructed and will coordinate with the utility companies regarding the locations of the interfaces. Utilizing AutoCAD, AGA will prepare a base plan at a scale of 1" = 20', showing existing drainage culverts, gutters, walls, driveways, signs, striping, underground and overhead utilities, and all other pertinent facilities within the street right-of-way. The base plan will then be sent to the utility companies to verify the location of the utility lines. Notification and research will be done per the City's procedure, and AGA will maintain a Utility Notification log.

Task 4: Concept Design and Preliminary Traffic Signal Plans and Details (30% Level)

Upon completion of the base plan and coordination with utility companies, AGA will prepare a 30% traffic signal design plan which will conform to the latest Caltrans Standard Plans and Standard Specifications, the most current California Manual on Uniform Traffic Control Devices, and the City's Special Provisions. The topographic data and existing roadway as-built information will be used to create a 1" = 20' scale traffic signal modification plan for the intersections and will show a north arrow, scale, general notes, construction notes, construction legend, centerlines, right-of-way lines, existing improvements, existing phase assignments, controller location, type and location of poles (pole schedule), conductor schedule, video detection locations, conduit and pull box locations, and the new electrical service location. The plan will also show all recorded utility, edge of pavement, recommended locations of new controller assembly and service cabinet, interconnect, and any striping modifications, if required. Three copies will be prepared and submitted to the City for review and approval.

Task 5: Prepare Preliminary Cost Estimate

AGA will prepare a preliminary cost estimate based upon the proposed improvements identified.

Deliverables:

- ✓ Title Sheet
- ✓ Three (3) copies of the 30% preliminary design plan (electronic files as requested)
- ✓ Preliminary Cost Estimates

Phase I Progress Meeting

We suggest a progress meeting take place within two weeks after the City has received and reviewed the 30% design plans. The meeting, to be conducted at the City facility, will provide an opportunity for City staff to comment on the preliminary plans, and AGA engineers to describe the proposed work to be done in detail. We will discuss designs and placements of all proposed signal and video detection equipment in relation to roadway design elements. Upon City concurrence with the preliminary plan, we will then proceed to the preliminary signal design. Meeting notes will be prepared by AGA staff and forwarded to City Project Manager.

Phase II Plans, Specifications, and Estimates (PS&E) (60% Level)

Task 1: Interim Traffic Signal Plans and Details (60% Level)

After discussing the 30% preliminary design with the City, at the Phase I progress meeting, AGA will then proceed with the preparation of 60% design plans. The plans will show the final locations of all signal hardware. Labels and border information will be added to the plans for this submittal. Also, an engineer's estimate of probable construction costs will be submitted along with the 60% design plans.

Deliverables:

- ✓ Three (3) copies of the 60% traffic signal plans (with electronic files as requested)
- ✓ Probable construction costs will be provided at this time

Phase II Progress Meeting

The AGA team will hold a project meeting at the City to review preliminary plans prepared in Phase II, to finalize details, discuss project milestones and further concur with the City regarding the improvements required for the intersections. Meeting notes will be prepared by AGA staff and forwarded to City Project Manager.

Phase III Final Plans, Specifications, and Estimates (100% Level)

Task 1: Final PS&E

After City review, discussions at the 60% design meeting, and approval of the 60% design submittal with any minor comments, the AGA design team will finalize all plans for the 100% submittal and approval signatures. Utilizing the latest edition of the State of California Department of Transportation Standard Plans and Standard Specifications, and based upon City approval, AGA will prepare the final construction plans. An engineer's estimate of the construction costs will be prepared based on the final plans, Special Provisions, and on recent bid prices for similar work in the area. The plan and engineer's estimates will be submitted to the City for review and approval. After the City's approval, AGA will make final corrections to the plan, specifications and cost estimate. AGA's Quality Control Manager, Mr. Sadam, will conduct an objective review to ensure the accuracy of all design calculations, deliverables, and other work products in accordance with our QA/QC process. All exhibits, plans, and backup documentation will be checked, corrected, and back-checked for accuracy and completeness.

Deliverables:

- ✓ Hard copy plans on 24" x 36" high quality Mylar for Project Manager's approval
- ✓ Three (3) copies of the 100% traffic signal modification plans
- ✓ Final Utility Coordination Records
- ✓ Final Cost Estimate

Phase III Final Meeting

The AGA team will hold a project meeting at the City to review final plans prepared in Phase III, to finalize details, discuss any minor comments before finalizing all documents for Phase IV—Bid Package. Meeting notes will be prepared by AGA staff and forwarded to City Project Manager.

The following is our proposed detailed scope of work with design costs for each individual intersection. This detailed scope is based upon further discussion by our in-house staff and a review of the 2018 General Plan Mobility Element – Update Technical Traffic Study by KOA Corporation (KOA).

Detailed Scope of Work

1. Placentia Avenue at Crowther Avenue

The TOD recommended mitigation is to install protected/permissive left turn phasing for all four left turn movements.

- a. Not-to-exceed design cost - \$11,500

2. Orangethorpe Avenue at SR-57 Northbound Ramp

- a. Prepare concept plan. Determine if any median modifications will be required to enable truck turning from the northbound off-ramp middle lane - \$2,500
- b. Proceed with designing striping plan, if no impacts to median- \$4,000 (for SR-57 northbound off-ramp only)
- c. Caltrans Encroachment Permit - \$4,000

3. Orangethorpe Avenue at Melrose Street

The TOD recommended mitigation is to install a southbound right turn overlap and a northbound dual left turn lane; however, the 2018 General Plan Mobility Element – Update Technical Traffic Study report recommends protected/permissive left turn operation in the north-south directions. We believe the intersection should be reanalyzed to determine if an alternative improvement, such as north-south split phasing with a dual left turn in the northbound direction and removal of the west side north-south crosswalk, is feasible and more cost-effective. The City's Systemic Safety Analysis Report Program (SSARP) Final Report recommends conversion to split phase signal phasing and removal of the west leg crosswalk at the intersection. In order to re-analyze the intersection, vehicular turning movement counts and pedestrian counts will be collected.

AGA will provide support to the City on the outreach efforts and any required presentations relative to the crosswalk removal.

- a. Revise analysis - \$4,000
- b. Design cost - \$12,500
- c. Support to the City for Public outreach - \$4,500

4. Orangethorpe Avenue at Kraemer Boulevard

The improvements at this intersection requires coordination with both cities of Placentia and Anaheim. The KOA report analysis for the year 2040 indicates that this intersection will operate at an acceptable Level of Service (LOS) D for both AM and PM peak periods; however, AGA recommends a reanalysis of this intersection to determine what mitigation, if any, is feasible. Potential improvements, via restriping, include – implementing dual eastbound left turn lanes, and converting northbound right turn lane and southbound right lane as third north/south through lanes. Vehicular turning movement counts and pedestrian counts will be collected to re-analyze the intersection.

- a. Revise analysis - \$4,000
- b. Design cost - \$12,000

The City of Placentia is to coordinate with the City of Anaheim on the proposed improvements as this is a shared intersection.

Total Analysis and Design Costs

Total "Revise Analysis Cost"	\$8,000
Concept Plan Cost	\$2,500
Total Not-to-Exceed "Design Cost"	\$40,000
Caltrans Encroachment Permit	\$4,000
Outreach Support and Presentations	\$4,500
Total Not-to-Exceed Cost	\$59,000

Schedule

The total time to complete this project is as follows:

- From notice-to-proceed to analysis 2 months
 - For Caltrans Intersection 5 months
 - From analysis to design plan 4 months
- Total Project Time 11 months**

If you have any questions or would like to discuss any aspect of our proposal, please contact me.

Respectfully submitted,

AGA ENGINEERS, INC.

Ignacio Sanchez H. 

Ignacio Sanchez, P.E., T.E.
Senior Transportation Engineer



EXHIBIT B
CERTIFICATES OF INSURANCE AND ENDORSEMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/27/2021

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

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

PRODUCER IOA Insurance Services 130 Vantis, Suite 250 Aliso Viejo, CA 92656		CONTACT NAME: (AVC) Donna Esquivel PHONE (A/C, No, Ext): (949) 297-5962 FAX (A/C, No): E-MAIL ADDRESS: donna.esquivel@ioausa.com	
www.ioausa.com	CA License #0E67768	INSURER(S) AFFORDING COVERAGE INSURER A: RLI Insurance Company NAIC # 13056 INSURER B: RSUI Indemnity Company 22314 INSURER C: Continental Casualty Company 20443 INSURER D: INSURER E: INSURER F:	
INSURED AGA Engineers, Inc. 211 E. Imperial Hwy., Suite 208 Fullerton CA 92835			

COVERAGES **CERTIFICATE NUMBER:** 61389025 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Primary/Non-Contributory <input checked="" type="checkbox"/> Waiver of Subrogation GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	PSB0008919 Blanket AI and Prim/NonCon Endt #PPB3040212; Blanket Wvr of Subr Endt #BP04970106 Professional Services performed by the Insured are Excluded	7/1/2020	7/1/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Prim/NonCon <input checked="" type="checkbox"/> Wvr of Subr	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	PSA0002928 Blanket AI, Prim/NonCon and Blanket Wvr of Subr included on pg 2 of Form #PPA3000313	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NHA249815 Excludes Professional Liability; Follow Form	7/1/2020	7/1/2021	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
A	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input checked="" type="checkbox"/>	PSW0004954 Blanket Waiver of Subrogation Endt #WC0403060484	7/1/2020	7/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	<input type="checkbox"/> Professional Liability <input type="checkbox"/> Claims-Made			MCH591940711	7/1/2020	7/1/2021	\$3,000,000 Each Claim \$3,000,000 Annual Aggregate

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

Any person or organization that Insured agrees in a contract or agreement requiring insurance to include, is an Additional Insured with respect to General Liability (GL) and Automobile Liability, but only to the extent provided within the Endorsements noted above and attached. GL includes Separation of Insureds and Contractual Liability per limitations in the BusinessOwners' Coverage form. A Workers' Compensation Waiver is included for any person or organization that Insured is required to waive rights of recovery against in a written contract or agreement, but only to the extent provided within the Endorsement noted above and attached. Coverage is subject to all policy terms, conditions, limitations and exclusions.

CERTIFICATE HOLDER**CANCELLATION**

City of Placentia 401 E. Chapman Avenue Placentia CA 92870	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE (AVC) Alicia K. Igram 
--	--

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY IOA Insurance Services		NAMED INSURED AGA Engineers, Inc. 211 E. Imperial Hwy., Suite 208 Fullerton CA 92835	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability (03/16)

HOLDER: City of Placentia

ADDRESS: 401 E. Chapman Avenue Placentia CA 92870

Description of Operations Continued: 30 Day Notice of Cancellation/10 Days for Non-Payment in accordance with policy provisions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**RLIPack® FOR PROFESSIONALS
BLANKET ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY

1. **C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:
 - a. In the performance of your ongoing operations;
 - b. In connection with premises owned by or rented to you; or
 - c. In connection with "your work" and included within the "product-completed operations hazard".
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
 - b. This insurance does not apply to the rendering of or failure to render any "professional services".
 - c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.
3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

 - a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
 - b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.
4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II – LIABILITY)**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

However, if you specifically agree in a contract or agreement that the insurance provided to an

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

Named Insured: AGA Engineers, Inc.

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name Of Person Or Organization:
Any person or organization that you are required to waive rights of recovery against in a written contract or agreement, even if you have not entered in to a written contract with that person or organization.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Paragraph K. **Transfer Of Rights Of Recovery Against Others To Us** in **Section III – Common Policy Conditions** is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. Broad Form Named Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any business entity newly acquired or formed by you during the policy period, provided you own fifty percent (50%) or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of one hundred eighty (180) days following the acquisition or formation of the business entity.

This provision does not apply to any person or organization for which coverage is excluded by endorsement.

B. Employees As Insureds

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Blanket Additional Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any person or organization that you are required to include as an additional insured on this coverage form in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs is an "insured" for liability coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

The insurance provided to the additional insured will be on a primary and non-contributory basis to the additional insured's own business auto coverage if you are required to do so in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs.

D. Blanket Waiver Of Subrogation

The following is added to the **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization to the extent required of you by a contract executed prior to any "accident" or

"loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

E. Employee Hired Autos

1. The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions:

Paragraph **5.b.** of the **Other Insurance** Condition in the **BUSINESS AUTO CONDITIONS** is deleted and replaced with the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

F. Fellow Employee Coverage

SECTION II – COVERED AUTOS LIABILITY COVERAGE, Exclusion B.5. does not apply if you have workers compensation insurance in-force covering all of your employees.

G. Auto Loan Lease Gap Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance, is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" shown in the Schedule of Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the **PHYSICAL DAMAGE COVERAGE** section of the policy; and

2. Any:

a. Overdue lease/loan payments at the time of the "loss";

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Any person or organization that you are required to waive rights of recovery against in a written contract or agreement.

Job Description

Jobs performed for any person or organization that you have agreed with in a written contract to provide this agreement.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 7/1/2020
Insured AGA Engineers, Inc.

Policy No. PSW0004954
Insurance Company
RLI Insurance Company

Endorsement No.

Countersigned By _____





Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY CITY ADMINISTRATOR / PUBLIC SERVICES & INFRASTRUCTURE

DATE: MAY 4, 2021

SUBJECT: **AMENDMENT NO. 1 TO MAINTENANCE SERVICES AGREEMENT WITH AXIS GENERAL CONSTRUCTION INC. FOR STORM WATER PUMP STATION MAINTENANCE SERVICES**

FISCAL
IMPACT: EXPENSE: \$ 125,095.21 TOTAL COST FOR SERVICES
BUDGETED: \$ 45,860.00 FY 2020-21 OPERATING BUDGET (103652 6099)
\$ 37,907.64 ESTIMATED FOR FY 2021-22 OPERATING BUDGET

SUMMARY:

In April 2019, the City entered into a Maintenance Services Agreement with Axis General Construction Inc. ("Axis") for Storm Water Pump Station Maintenance services for an amount not to exceed \$37,907.64 per year for an initial three-year contract term for a cumulative three-year not-to-exceed contract amount of \$113,722.92, with the option to extend for one (1) additional two-year term based upon contractor performance and at the discretion of the City. The City Administrator was authorized to approve contract amendments up to 10% of the annual not-to-exceed contract amount, or \$3,790.

Earlier this year, a series of storms flushed a large amount of sediment into the Melrose Pump Station's wet well impacting the pumping functions of the station and additional vandalism damaged some key electrical components that caused the station to shut down during a storm and temporarily flood the street. The final cost for the repairs was recently tabulated and reviewed by Staff and it was determined that the costs will exceed the City Administrator's administrative approval limit and thus the proposed agreement amendment was brought forward to the next available City Council meeting for the Council's review and consideration. Staff is presenting this Agreement Amendment for City Council consideration to increase the contract not-to-exceed amount to cover previously completed and future potential extraordinary repairs to the City's storm water pump stations.

RECOMMENDATION:

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

1. k.
May 4, 2021

1. Approve Amendment No. 1 to the Maintenance Services Agreement with Axis General Construction Inc. for provision of Storm Water Pump Station, increasing the contract not-to-exceed amount by \$11,372.29 for a cumulative total of \$125,095.21; and
2. Authorize the City Administrator to approve contract change orders up to 10% of the cumulative three-year contract amount, or \$12,509.52; and
3. Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

DISCUSSION:

The City has three (3) storm water pump stations located at the Melrose, Kraemer, and Placentia Grade Separation Bridges. These three (3) pump stations convey storm flows from beneath the railroad bridges which are pumped uphill through the storm drain system until it reaches gravity flow downstream. The City currently utilizes a single contractor to provide preventative maintenance services as well as extraordinary repairs and emergency response for the City's three (3) pump stations. In 2019, the City underwent a competitive bid process and awarded a Maintenance Services Agreement to Axis to provide these services for an amount not to exceed \$37,907.64 per year for an initial three-year contract term and a cumulative three-year not-to-exceed contract amount of \$113,722.92. The contract scope of work provides for routine maintenance of each pump station such as the cleaning of wet wells, flow monitoring, and the inspection and/or repairs of sump and main pumps. The station's electrical systems and variable frequency drives and back-up generators also require routine preventative maintenance. The scope of work also provides for extraordinary repairs as well as 24-hour emergency response.

The City maintains fourteen (14) separate maintenance contracts that provide for routine, preventative maintenance work as well as for extraordinary work. There is typically set unit bid pricing for the routine maintenance work and extraordinary repairs are typically paid for on a time and materials basis based upon set contractor hourly rates. The contracts are set up this way so that the City has a contractor under contract to make necessary repairs above and beyond routine maintenance, without having to solicit separate bids for each repair needed for City-owned property and infrastructure. For example, throughout the year the City often performs unexpected repairs due to mechanical failure, electrical malfunctions, debris overflow, or other technical issues. While some contractual spending authority is available within the contract not-to-exceed amount, a single large repair could reach that cap and require Staff to return to the City Council to request an increase to the spending cap for potential future repairs.

Staff is recommending Amendment No. 1 to the Maintenance Services Agreement with Axis to increase the contract not-to-exceed amount by an additional \$11,372.29 for a cumulative amount of \$125,095.21 to cover several emergency storm water pump stations repairs already completed. In addition, the proposed amendment authorizes the City Administrator to approve any contract change orders up to 10% of the new three-year contract not-to-exceed amount, or \$12,509.52, to provide sufficient contractual spending authority for the balance of the initial three-year contract term with Axis. Contractual spending authority is always balanced against available budgeted funds. No other terms of the original agreement or compensation have been changed.

FISCAL IMPACT:

The amendment with Axis is to increase the contract not-to-exceed amount by \$11,372.29, for a cumulative three-year contract not-to-exceed amount of \$125,095.21. Sufficient funds have been budgeted as part of the Fiscal Year (FY) 2020–21 operating budget and the annual contract amount will be included in the FY 2021-22 operating budget.

Prepared by:



Joel Cardenas
Public Works Superintendent

Reviewed and approved:



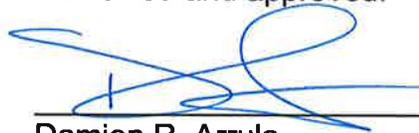
Luis Estevez
Deputy City Administrator

Reviewed and approved:



Jessica Brown
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Amendment No. 1 to Maintenance Services Agreement with Axis General Construction, Inc.

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
PROVISION OF PROFESSIONAL SERVICES WITH
AXIS GENERAL CONSTRUCTION INC**

This Amendment No. 1 (“Amendment”) to Maintenance Services Agreement is made and entered into effective the May 4, 2021, by and between the CITY OF PLACENTIA, a Charter City and Municipal Corporation (“CITY”), and Axis General Construction Inc, a California corporation (hereinafter “CONSULTANT”). CITY and CONSULTANT are sometimes hereinafter individually referred to as “Party” and or collectively referred to as the “Parties.”

A. Recitals.

(i). CITY and CONSULTANT entered into a Professional Services Agreement (“Agreement”) effective April 1st 2019 through which CONSULTANT has been providing maintenance services as more fully explained in the Scope of Services attached to the Agreement as Exhibit “A.”

(ii). The Parties now seek to amend the Agreement to increase compensation for traffic signal maintenance by an additional \$12,509.52 for additional storm water pump station repairs.

(iii). All legal prerequisites to the making of this Amendment have occurred.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows:

B. Amendment to Agreement.

1. Section 2.1, Paragraph 1 of the Agreement is hereby amended to read as follows:

Consultant shall be paid in accordance with the fee scheduled set forth in Exhibit “A”. Consultant’s total compensation shall not exceed One Hundred Twenty Five Thousand and Ninety Five Dollars and Twenty One Cents (\$125,095.21) over the initial three-year term.

3. Except as specifically modified herein, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

4. The Agreement, all amendments together with this Amendment No. 1 and all Exhibits attached thereto, constitutes the entire Agreement between the Parties and supersedes all prior negotiations, arrangements, representations, and understandings, if any, made by or between the Parties with respect to the subject matter hereof. No amendment or other modification of the Agreement, as modified by this Amendment No. 1 shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

5. Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this Amendment No. 1 and that such execution is binding upon the entity for which he or she is executing this document.

IN WITNESS WHEREOF, the Parties have caused Amendment No. 1 to the Maintenance Services Agreement are to be executed as of the day and year first above written.

CONSULTANT

CITY OF PLACENTIA

By: _____
Christopher Purzycki, President

By: _____
Damien R. Arrula, City Administrator

ATTEST:

By: _____
Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

By: _____
Christian L. Bettenhausen, City Attorney

City of PLACENTIA
California
BID FOR
STORM WATER PUMP STATIONS MAINTENANCE SERVICES

ITEM NO.	ITEM DESCRIPTION	EST. QTY.	UNIT PRICE	ITEM COST
1.	Kraemer Boulevard Pump Station; Monthly, Quarterly and Annual Maintenance Services	12	\$ 1,053.00	\$ 12,636.00
2.	Melrose Street Pump Station; Monthly, Quarterly, and Annual Maintenance Services	12	\$ 1053.00	\$ 12,636.00
3.	Placentia Avenue Pump Station; Monthly, Quarterly, and Annual Maintenance Services	12	\$ 1053.00	\$ 12,636.00
Grand Total Bid Amount:				\$ 37,908.00

Labor Rates for Extraordinary Work

Normal Business Hours Rate

\$ 130.00

Emergency After-Hours Rate

\$ 182.50

NOTE: The City reserves the right to award a contract to the lowest responsible bidder in parts or in its entirety and reserves the right to reject all bids and re-advertises, as appears to be in the best interests of the City. A bid is required for this entire work, the estimated quantities set forth in this Bid Sheet being solely for the purpose of comparing bids, and final compensation under the Contract will be based upon the actual quantities of work satisfactorily completed. The unit and/or lump sum prices bid shall include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amount bid, unit prices shall govern over extended amounts, and words shall govern over figures. The City reserves the right to increase or decrease the amount of any quantity shown and to delete any item from the Contract.

The undersigned bidder agrees that, if awarded the Contract, bidder will complete all work according to the contract documents. The undersigned bidder is licensed in accordance with the requirements of the Business and Professions Code, California Contractor's License No. 924887, Class B, C16, C36, D21 (REQUIRED AT TIME OF AWARD).

**City of PLACENTIA
California
BID FOR
STORM WATER PUMP STATIONS MAINTENANCE SERVICES**

ITEM NO.	ITEM DESCRIPTION	EST. QTY.	UNIT PRICE	ITEM COST
1.	Kraemer Boulevard Pump Station: Monthly Maintenance Services	12	\$ 743.29	\$ 8919.48
2.	Kraemer Boulevard Pump Station: Quarterly Maintenance Services	4	\$ 743.29	\$ 2973.16
3.	Kraemer Boulevard Pump Station: Annual Maintenance Services	1	\$ 743.29	\$ 743.29
4.	Meirose Street Pump Station: Monthly Maintenance Services	12	\$ 743.29	\$ 8919.48
5.	Meirose Street Pump Station: Quarterly Maintenance Services	4	\$ 743.29	\$ 2973.16
6.	Meirose Street Pump Station: Annual Maintenance Services	1	\$ 743.29	\$ 743.29
7.	Placentia Avenue Pump Station: Monthly Maintenance Services	12	\$ 743.29	\$ 8919.48
8.	Placentia Avenue Pump Station: Quarterly Maintenance Services	4	\$ 743.29	\$ 2973.16
9.	Placentia Avenue Pump Station: Annual Maintenance Services	1	\$ 743.29	\$ 743.29
Grand Total Bid Amount:				\$ 37,907.84

Labor Rates for Extraordinary Work

Normal Business Hours Rate

\$ 130.00

Emergency After-Hours Rate

\$ 182.50

ENDORSEMENT AGREEMENT



WAIVER OF SUBROGATION
BLANKET BASIS

9105705-20
RENEWAL
SC
5-49-36-49
PAGE 1 OF 1

HOME OFFICE
SAN FRANCISCO

EFFECTIVE JULY 7, 2020 AT 12.01 A.M.
AND EXPIRING JULY 7, 2021 AT 12.01 A.M.

ALL EFFECTIVE DATES ARE
AT 12:01 AM PACIFIC
STANDARD TIME OR THE
TIME INDICATED AT
PACIFIC STANDARD TIME

AXIS GENERAL CONSTRUCTION, INC.
4771 LAVELL DR
YORBA LINDA, CA 92886

WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE
LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL
NOT ENFORCE OUR RIGHT AGAINST THE PERSON OR
ORGANIZATION NAMED IN THE SCHEDULE.

THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU
PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU
TO OBTAIN THIS AGREEMENT FROM US.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE
2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

<u>PERSON OR ORGANIZATION</u>	<u>JOB DESCRIPTION</u>
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER	BLANKET WAIVER OF SUBROGATION

NOTHING IN THIS ENDORSEMENT SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND
ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY
OTHER THAN AS ABOVE STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR
LIMITATIONS IN THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

JULY 10, 2020

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY CITY ADMINISTRATOR / PUBLIC SERVICES & INFRASTRUCTURE

DATE: MAY 4, 2021

SUBJECT: **APPROVAL OF FINAL TRACT MAP NO. 18129 FOR THE PARCEL LOCATED AT SOUTHWEST CORNER OF ORCHARD DRIVE AND HIGHLAND AVENUE**

FISCAL

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

SUMMARY:

On July 9, 2019, the City Council approved Tentative Parcel Map No. (TTM) 18129 for the subdivision of 16 residential townhome units for condominium proposes on a 1.24-acre lot located within the medium density residential (R-G) and oil combining (O) zoning districts and sited on property at the southwest corner of Orchard Drive and Highland Avenue.

RECOMMENDATION:

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

1. Approve Final Tract Map No. 18129, subject to review and approval by the County Surveyor; and
2. Authorize the City Clerk to sign Final Tract Map No. 18129.

DISCUSSION:

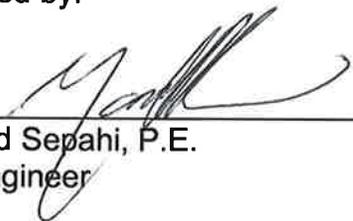
PMC Section 22.80.010(a) requires a parcel map for all subdivisions of four (4) or fewer parcels and PMC Section 22.80.060(c) requires that the Planning Commission take action to recommend to the City Council conditional approval or denial of the subdivision map. On July 10, 2018, the Planning Commission approved Tentative Tract Map (TTM) 18129 for subdivision of 16 residential townhome units for condominium purposes on a 1.24-acre lot located within the "R-G" and "O" Zoning Districts and sited on property at the southwest corner of Orchard Drive and Highland Avenue. The proposed project is consistent with the City's General Plan and meets the minimum development standards of the City of Placentia's Municipal Code (PMC).

With the recommended conditions of approval, the proposed subdivision located within the existing R-G Zoning District will be compatible with adjacent land uses and will not result in any adverse impacts to the surrounding area. The proposed project is also consistent with the City's General Plan and meets the minimum development standards of the PMC.

1. I.
May 4, 2021

The recommended actions will accept Final Tract Map No. 18129 for subdivision of 16 residential townhome units for condominium purposes.

Prepared by:



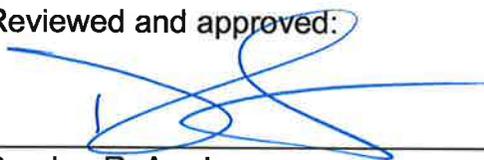
Masoud Sepahi, P.E.
City Engineer

Reviewed and approved:



Luis Estevez
Deputy City Administrator

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Tract Map No. 18129

SHEET 1 OF 4 SHEETS
ALL OF TENTATIVE TRACT NO. 18129
1 NUMBERED LOT
1.223 ACRES (GROSS AND NET)
54,963 SQUARE FEET (GROSS AND NET)
DATE OF SURVEY: JUNE 2019

TRACT NO. 18129

IN THE CITY OF PLACENTIA, COUNTY OF ORANGE,
STATE OF CALIFORNIA.

BEING A SUBDIVISION OF PARCEL 2 AS PER MAP FILED IN BOOK 53, PAGE 39 OF PARCEL MAPS .
TOGETHER WITH THAT PORTION OF HIGHLAND AVENUE AS VACATED BY RESOLUTION NO. 78-R-142
RECORDED AUGUST 9, 1973 IN BOOK 10842, PAGE 926 OF OFFICIAL RECORDS, AS IT WOULD PASS BY
OPERATION OF LAW.
EXCEPTING THEREFROM THAT PORTION INCLUDED WITHIN TRACT NO. 9938, AS PER MAP
RECORDED IN BOOK 427, PAGES 49 AND 50 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE
COUNTY RECORDER, ORANGE COUNTY, CALIFORNIA.

THOMAS A. KING, R.C.E. 16916
KING CIVIL ENGINEERING CORP.
FOR CONDOMINIUM PURPOSES

OWNERSHIP CERTIFICATE

We, the undersigned, being all parties having any record title interest in the land covered by this map, do hereby consent to the preparation and recording of said map, as shown within the distinctive border line.

We hereby dedicate to the City of Placentia an easement for public utility purposes, emergency access and public service vehicle ingress and egress purposes as shown on this map.

We hereby release and relinquish to the City of Placentia:

- 1) All vehicular access rights to Orchard Drive and Highland Avenue except of approved access locations.

HQT HIGHLAND PLACENTIA, LLC, a California Limited Liability Company, Owner

By: Duane R. Huennemann
Its Manager

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

State of California)
County of _____) ss

On _____ before me, _____, a Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person or the entity upon behalf of which the person 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:

Signature _____
Notary Public in and for said State
(Print Name)

My Principal Place of Business is _____ County
My Commission expires _____

SIGNATURE OMISSION NOTES:

The following signatures have been omitted under the provisions of Section 86438, (a)(3)(A) of the Subdivision Map Act:

1. Yurke Linda Water District, successor in interest to Yurke Linda Water Company, holder of an easement for rights of way and incidental purposes, recorded November 7, 1911 in Book 203, Page 281 of Deeds, of Los Angeles County Records. (The location of the easement cannot be determined from record information.)
2. City of Placentia, holder of an easement for streets, public utility and incidental purposes recorded August 9, 1973 as Book 10842, Page 928 of Official Records.
3. City of Placentia, holder of an easement recorded June 12, 1978 in Book 12711, Page 1484 of Official Records.
4. City of Placentia, holder of an easement for public sidewalks, utilities and incidental purposes recorded February 2, 1979 as Book 13024, Page 259 of Official Records.
5. The Southern California Edison Company, holder of an easement for underground electrical supply system and communication systems and incidental purposes, recorded June 5, 2016 as Instrument No. 201800204900 of Official Records.
6. Anaheim Union Water Company, holder of an easement for ditches and incidental purposes, recorded August 10, 1984 in Book 126 of Deeds, Page 51, and February 23, 1987 in Book 200 of Deeds, Page 335, both of the Los Angeles County Records.
7. Yurke Linda Water District, holder of an easement for water supply purposes, recorded March 20, 2021 as Instrument No. 2021000 of Official Records.

ACCEPTED AND FILED AT THE REQUEST OF:

FIRST AMERICAN TITLE COMPANY

DATE _____ TIME _____ FEE \$ _____

INSTRUMENT NO. _____

BOOK _____ PAGE _____

HUGH NGUYEN

COUNTY CLERK-RECORDER

BY _____ DEPUTY

ENGINEER'S STATEMENT

This map was prepared by me or under my direction and is based upon a field survey in conformance with the requirements of the Subdivision Map Act and local ordinances of the City of Placentia. I hereby state that all monuments are of the character and occupy the positions indicated, or that they will be set in such positions within 90 days after acceptance of improvements and that said monuments are sufficient to enable the survey to be retraced. I hereby state this final map substantially conforms to the conditionally approved tentative map.

THOMAS A. KING, R.C.E. 16916
MARCH 22, 2021

Thomas A. King Date
R.C.E. 16916
Expiration Date: 6/30/2021

CITY ENGINEER'S STATEMENT

I hereby state that I have examined this map, that it conforms substantially to the Tentative Map and all approved alterations thereof, that all provisions of State Law and Local Subdivision Ordinances of the City of Placentia applicable at the time of the approval of the Tentative Map have been complied with.

Dated this _____ day of _____, 2021

Manoel Sampaio, City Engineer of the City of Placentia
R.C.E. NO. 52794
Expiration Date: 12/31/2022

CITY SURVEYOR'S STATEMENT

I hereby state that I have examined this map and have found that it conforms with mapping provisions of the Subdivision Map Act and I am satisfied this map is technically correct.

Dated this _____ day of _____, 2021

David B. Regland, City Surveyor of the City of Placentia
L.S. 5173
Expiration Date: 6/30/2021

COUNTY SURVEYOR'S STATEMENT

I hereby state that I have examined this map and have found that all mapping provisions of the Subdivision Map Act have been complied with and I am satisfied said map is technically correct relative to the tract map boundary.

Dated this _____ day of _____, 2021

Kevin R. Hilla, County Surveyor
L.S. 6617

By: Lily M. N. Sandberg, Deputy County Surveyor
P.L.S. 8402

CITY CLERK'S CERTIFICATE

State of California)
City of Placentia) ss
County of Orange)

I hereby certify that this map was presented for approval to the City Council of the City of Placentia at a regular meeting thereof held on the _____ day of _____, 2021, and that thereupon said Council did, by an order duly passed and entered, approve said map.

And did accept on behalf of the City of Placentia:

1. The vehicle access rights to Orchard Drive and Highland Avenue as released and relinquished.
 2. The easement for public utility purposes, emergency access and public service vehicle ingress and egress purposes as dedicated.
- And did also approve subject map pursuant to the provisions of section 86438 (a)(3)(A) of the Subdivision Map Act.

Dated this _____ day of _____, 2021

Robert S. McInnes
City Clerk of the City of Placentia

COUNTY TREASURER-TAX COLLECTOR'S CERTIFICATE:

State of California)
County of Orange) ss

I hereby certify that according to the records of my office, there are no liens against the land covered by this map or any part thereof for unpaid State, County, municipal or local taxes or special assessments collected or taxes, except taxes or special assessments collected on taxes not yet payable.

And do certify to the Recorder of Orange County that the provisions of the Subdivision Map Act have been complied with regarding deposits to assure payment of taxes or special assessments collected on taxes on the land covered by this map.

Dated this _____ day of _____, 2021

Shari L. Fraidensh
County Treasurer-Tax Collector

BT:
Treasurer-Tax Collector



SHEET 2 OF 4 SHEETS
 ALL OF TENTATIVE TRACT NO. 18129
 1 NUMBERED LOT
 1.252 ACRES (GROSS AND NET)
 AREA: 54,963 SQUARE FEET (GROSS AND NET)
 DATE OF SURVEY: JUNE 30, 2019
 SCALE: 1" = 60'

KING CIVIL ENGINEERING CORP.
 THOMAS A. KING, R.C.S. 16916

BASIS OF BEARINGS:
 THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING BETWEEN O.C.S. HORIZONTAL CONTROL STATION O.P.S. NO. 0477 AND STATION O.P.S. NO. 3272, BEING N74°58'00"E, PER RECORDS ON FILE IN THE OFFICE OF THE ORANGE COUNTY SURVEYOR.

DATUM STATEMENT:
 COORDINATES SHOWN ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE VI, (2017.50 EPOCH OCS GPS ADJUSTMENT). ALL DISTANCES SHOWN ARE GROUND, UNLESS OTHERWISE NOTED.
 TO OBTAIN GRID DISTANCES MULTIPLY GROUND DISTANCE BY 0.9999911, AVERAGE VALUE.

REFERENCE NOTES:
 SWF - indicates searched nothing found.
 (MAR) - indicates measured distance and (R) distance.
 R1 - indicates record per Parcel Map, P.M. 53/28.
 R2 - indicates record (or computed from record) per Tract No. 9936, M.M. 437/49-50.
 R3 - indicates record (or computed from record) per Tract No. 15158, M.M. 732/20-23.
 R4 - indicates record (or computed from record) per Tract No. 9381, M.M. 417/27-28.
 R5 - indicates record per Parcel Map No. 82-273, P.M. 253/20-21.
 (NF) - Record as indicated above, unless otherwise noted.

TRACT NO. 18129

IN THE CITY OF PLACENTIA, COUNTY OF ORANGE,
 STATE OF CALIFORNIA,
 FOR CONDOMINIUM PURPOSES

EASEMENT NOTES:

- (A) Indicates an easement for public utility purposes, emergency access and public service vehicle ingress and egress purposes restricted to the City of Placentia as shown on Sheet No. 4.
- (B) Indicates an easement for water supply purposes dedicated to the Yorba Linda Water District per instrument No. 2021000000 at Official Records and shown on Sheet No. 4.
- (C) Indicates an existing 5' wide easement for Public Sewer and Utilities purposes dedicated to the City of Placentia, per Document recorded February 2, 1978 in Book 13024 Page 228 of Official Records.

NOTES:

- (1) All vehicular access rights to Orchard Drive and Highland Avenue except at the approved access locations are hereby released and relinquished to the City of Placentia.

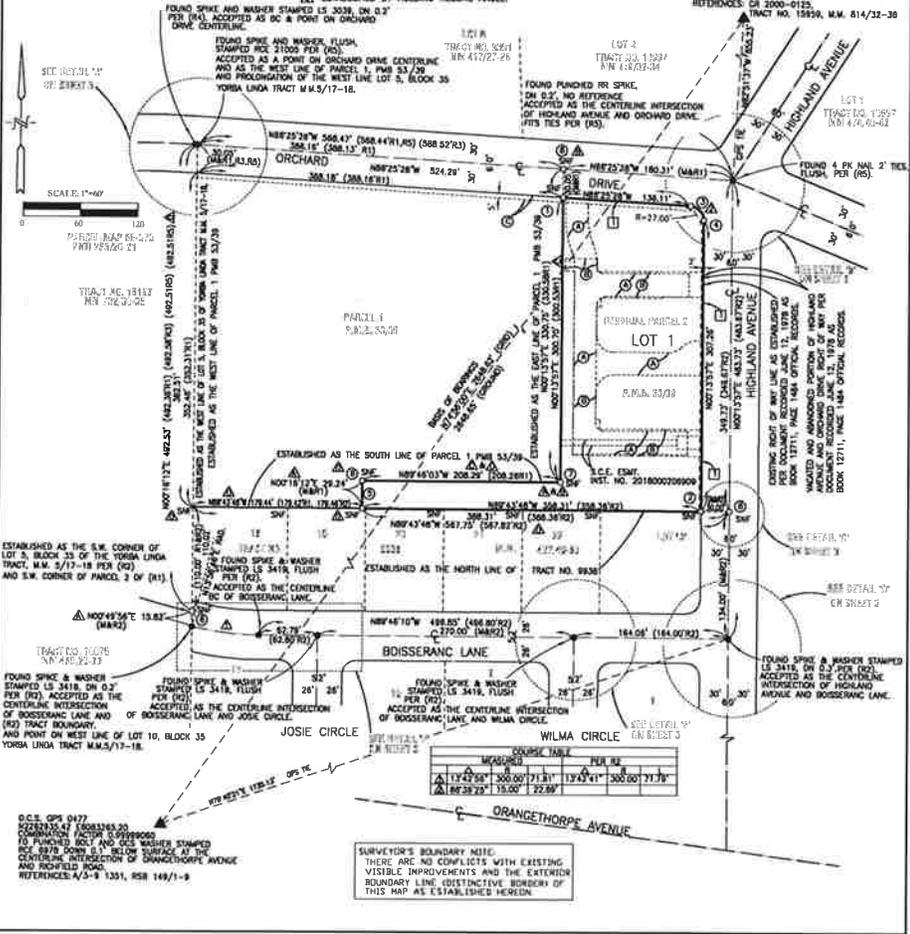
MONUMENT NOTES:

- indicates found monument as indicated and noted herein.
- ⊙ indicates found OCS GPS control station monument per the Horizontal Control Data Sheet of the Orange County Surveyor.
- indicates well monument as indicated and noted herein.
- ① Set 2" I.P. with nail and tag stamped RCE 18918, down 0.2', offset N00°13'07"E 2.00' from Tract Corner.
- ② Set 2" I.P. with nail and tag stamped RCE 18918, down 0.2', offset S89°43'48"E 2.00' from Tract Corner.
- ③ Set lead, nail and tag stamped RCE 18918, offset N3°34'32"E 5.00' from Tract Corner in sidewalk.
- ④ Set lead, nail and tag stamped RCE 18918, offset S89°48'03"E 5.00' from Tract Corner in sidewalk.
- ⑤ Set lead, nail and tag stamped RCE 18918 in top of wall offset 0.33', N0°16'12"E & S89°43'48"E from Tract Corner.
- ⑥ Set lead, nail and tag stamped RCE 18918 in top of wall, offset S89°48'03"E 0.33' East from Tract Corner.
- ⑦ Set spike and washer stamped RCE 18918 flush.

ESTABLISHMENT NOTES:

- △ ESTABLISHED BY HOLDING RECORD DISTANCE.
- △ ESTABLISHED BY HOLDING LINE PARALLEL WITH AND RECORD DISTANCE FROM THE CENTERLINE OF HIGHLAND AVENUE PER (R1).
- △ ESTABLISHED BY BEARING-BEARING INTERSECTION.
- △ ESTABLISHED BY HOLDING RECORD ANGLE.

O.C.S. GPS 5322
 N234223.81 16005022.77
 COMBINATION FACTOR 0.99998862
 TO OCS WELL MONUMENT WITH 2 1/4" ALUM CAP
 STAMPED "1972" WITH A "C" ON WEST SIDE OF CAP,
 ON 1.3' LOCATED AT THE CENTERLINE INTERSECTION
 OF LAUREN AVENUE AND ORCHARD DRIVE.
 REFERENCES: OR 2000-0125,
 TRACT NO. 18959, M.M. 814/32-36



MEASURED	PER BE
1743'58"	300.00' 71.31'
8928'29"	350.00' 71.79'

SURVEYOR'S BOUNDARY NOTE:
 THERE ARE NO CONFLICTS WITH EXISTING VISIBLE IMPROVEMENTS AND THE EXTERIOR BOUNDARY LINE (DISTINCTIVE BORDER) OF THIS MAP AS ESTABLISHED HEREON.

SHEET 3 OF 4 SHEETS
 ALL OF TENTATIVE TRACT NO. 18129
 1.181 ACRES (GROSS AND NET)
 AREA: 54,963 SQUARE FEET (GROSS AND NET)
 DATE OF SURVEY: JUNE 2019

TRACT NO. 18129

IN THE CITY OF PLACENTIA, COUNTY OF ORANGE,
 STATE OF CALIFORNIA

KING CIVIL ENGINEERING CORP.
 THOMAS A. KING, R.C.E. 16916

CENTERLINE TIE DETAILS

REFERENCE NOTES:

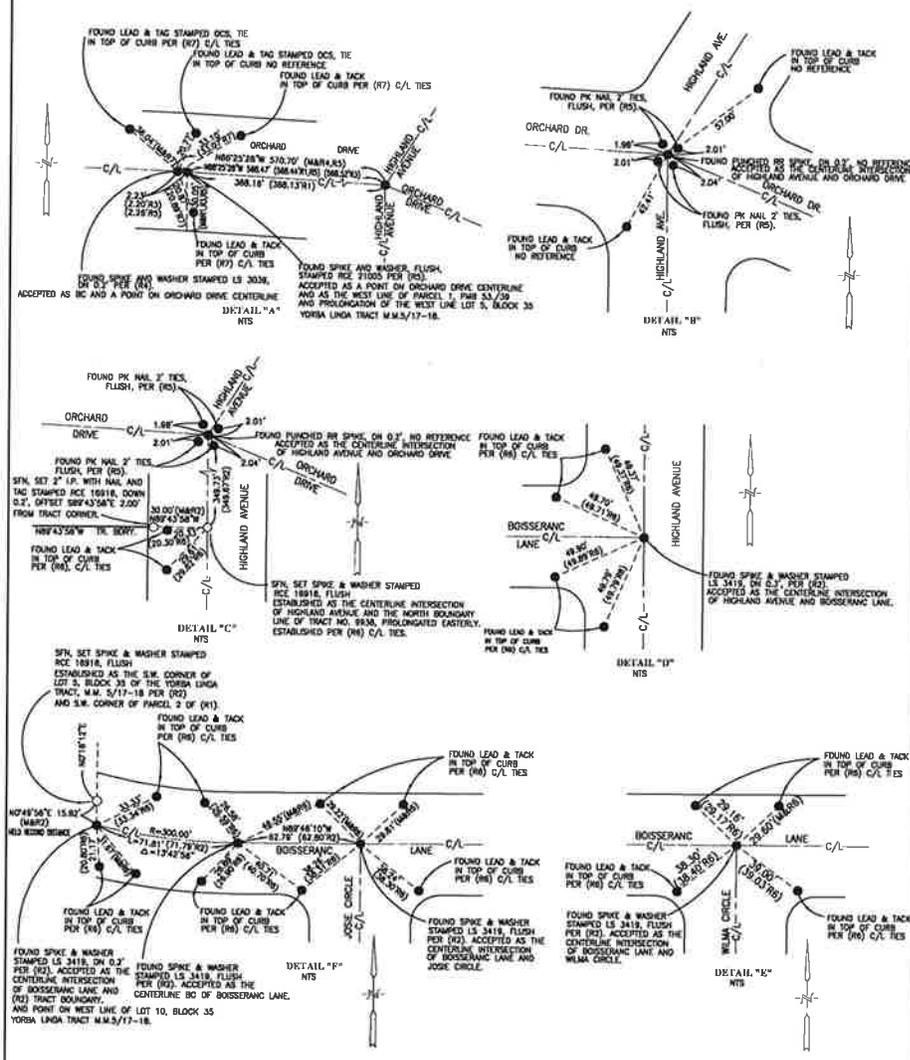
- BNF - indicates searched nothing found.
- MBF - indicates measured distance and R1 distance.
- R1 - indicates record per Parcel Map, PM 53/39.
- R2 - indicates record (or computed from record) per Tract No. 9938, M.M. 427/46-50.
- R3 - indicates record (or computed from record) per Tract No. 15195, M.M. 735/30-35.
- R4 - indicates record (or computed from record) per Tract No. 8391, M.M. #17/27-28.
- R5 - indicates record per Parcel Map No. 05-373, PM 253/20-21.
- R6 - indicates record per Tract No. 9938 Centerline Tie on file at the City of Placentia.
- R7 - indicates record per Tract No. 8381 Centerline Tie on file at the City of Placentia.
- (Rf) - Record as indicated above, unless otherwise noted.

MONUMENT NOTES:

- - indicates found monument as indicated and noted herein.
- ▲ - indicates found OCS GPS control station monument per the Horizontal Control Data Sheet of the Orange County Surveyors.
- - indicates not monument as indicated and noted herein.

GENERAL NOTE:

See Sheet No. 2 for Basis of Bearings, Datum Statement and Additional Monument Notes.



SHEET 4 OF 4 SHEETS
 ALL OF EXHIBITIVE TRACT NO. 18129
 1 NUMBERED LOT
 1.261 ACRES (GROSS AND NET)
 AREA: 54,963 SQUARE FEET (GROSS AND NET)
 DATE OF SURVEY: JUNE 2019

KING CIVIL ENGINEERING CORP.
 THOMAS A. KING, R.C.E. 16916

TRACT NO. 18129

IN THE CITY OF PLACENTIA, COUNTY OF ORANGE,
 STATE OF CALIFORNIA
 FOR CONDOMINIUM PURPOSES

CITY OF PLACENTIA EASEMENT DETAILS VORBA LINDA WATER DISTRICT EASEMENT DETAILS

REFERENCE NOTES:

- (SIF) - Indicates searched nothing found.
- (M&B) - Indicates measured distance and B/L distance.
- 11 - Indicates record per Parcel Map, PMB 52/29.
- 12 - Indicates record (or computed from record) per Tract No. 9938, M.M. 427/48-50.
- 13 - Indicates record (or computed from record) per Tract No. 15198, M.M. 729/30-35.
- 14 - Indicates record (or computed from record) per Tract No. 8381, M.M. 413/57-28.
- 15 - Indicates record per Parcel Map No. 85-373, PMB 253/20-21.
- 16 - Indicates record per Tract No. 9938 Centerline Tie on file at the City of Placentia.
- 17 - Indicates record per Tract No. 8381 Centerline Tie on file at the City of Placentia.
- (R) - Record as indicated above, unless otherwise noted.

MONUMENT NOTES:

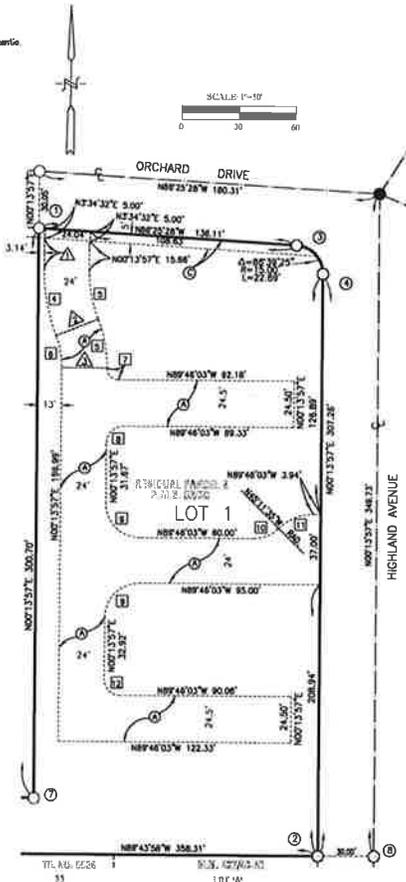
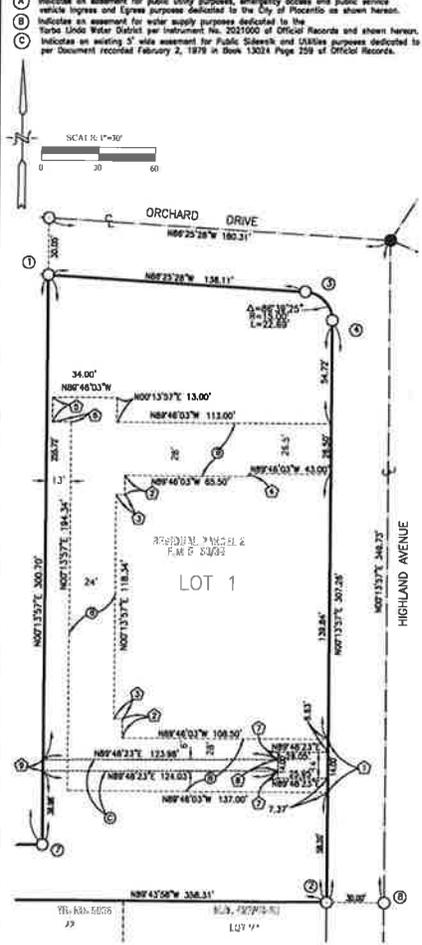
- - Indicates found monument as indicated and noted herein.
- ▲ - Indicates found GCS GPS control station monument per the Horizontal Control Data Sheet of the Orange County Surveyor.
- - Indicates set monument as indicated and noted on Sheet No. 2.

GENERAL NOTE:

See Sheet No. 2 for Details of Bearings, Datum Statement and Additional Monument Notes.

EASEMENT NOTES:

- (A) Indicates an easement for public utility purposes, emergency access and public service vehicle ingress and egress purposes dedicated to the City of Placentia as shown herein.
- (B) Indicates an easement for water supply purposes dedicated to the Vorba Linda Water District per Instrument No. 2021000 of Official Records and shown herein.
- (C) Indicates an existing 5' wide easement for Public Sidewalk and Utility purposes dedicated to the City of Placentia per Document recorded February 2, 1978 in Book 13024 Page 259 of Official Records.





Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF DEVELOPMENT SERVICES

DATE: MAY 4, 2021

SUBJECT: **BUDGET AMENDMENT OF GRANICUS SOLUTIONS FOR WEB STREAMING, ON DEMAND/VIDEO, AND AGENDA MEETING MANAGEMENT**

FISCAL
IMPACT: EXPENSE: \$6,500 SOFTWARE MAINTENANCE
FUNDING SOURCE: \$6,500 PEG ACCESS FUND (581573-6136)

SUMMARY:

Since 2011, the City has used the Granicus, Inc. solution to streamline and realize technological efficiencies in the compilation, distribution, indexing, keyword searching, and user-access of City Council and agenda-related management and documentation. This system compliments the City's existing investment in its Electronic Document Management System (Laserfiche).

On March 4, 2020, Governor Newsom proclaimed a State of Emergency as a result of the threat of the COVID-19 virus. On March 17, 2020, Governor Newsom issued Executive Order N-29-20, which temporarily suspends requirements of the Brown Act allowing City Council Members to hold public meetings via teleconferencing and make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to observe and to address the City Council. Since the implementation of these safety measures, the City received several inquiries from the public regarding the video quality of the online live stream of City Council Meetings. In particular, the PowerPoint presentations were very difficult to read due to the low resolution of 480i. In direct response to COVID-19, the City approved the City Council Chamber video upgrades on July 21, 2020 to a 1080p resolution has resulted in higher quality video for the public to view on the City's live stream. This action approves the contract amendment with Granicus in the amount of \$6,5000 to account for the additional increase in the annual maintenance fee for these video upgrades.

RECOMMENDATION:

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

1. Approve Resolution No. R-2021-XX, a Resolution of the City Council of the City of Placentia, California authorizing a budget amendment in Fiscal Year 2020-21 in compliance with City Charter of the City of Placentia Sections 1206 and 1209 pertaining to appropriations for actual expenditures; and

1. m.
May 4, 2021

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

DISCUSSION:

The City has undertaken several projects over the last few years to provide transparency to residents regarding City records as well as “user-friendly” access to the legislative agenda and meetings of the City Council. The Council has expressed on-going interest in maximizing the use of technology to enhance resident interaction with local government, reduce impacts on the environment, and conserve staff time and resources.

The Granicus system has improved public and in-house access to the Council/Agency meeting broadcasts through its Government Transparency and Meeting Efficiency Suites. This system creates an online repository of government webcast and documents – all cross-linked, keyword searchable, and accessible live and on-demand. The system also allows for the ability to create “jump-to” points to any item on the agenda and automates the minutes creation, editing, and publishing process.

On March 17, 2020, Governor Newsom issued Executive Order N-29-20, which temporarily suspends requirements of the Brown Act allowing City Council Members to hold public meetings via teleconferencing and make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to observe and to address the City Council. All City Council meetings are available to view live on AT&T U-verse (Channel 99), Spectrum (Channel 3), and online at www.placentia.org/pctv. Since the implementation of these safety measures, the City received several inquiries from the public regarding the video quality of the online live stream of City Council Meetings. In particular, the Staff PowerPoint presentations were very difficult to read due to the low resolution of 480i. In direct response to COVID-19, the City approved the City Council Chamber video upgrades on July 21, 2020 to a 1080p resolution which has resulted in higher quality video for the public to view on the City’s live stream. This action approves the contract amendment with Granicus to account for the additional increase in the annual maintenance fee for these video upgrades.

FISCAL IMPACT:

The increase in the annual maintenance fee is \$6,500. This results in a total annual Granicus fee of \$31,670. The annual fee will be allocated to the Information Technology Account in the amount of \$8,000 and in the PEG Access Fund in the amount of \$23,670.

Prepared by:



Jeannette Ortega
Assistant to the City Administrator/
Economic Development Manager

Reviewed and approved:



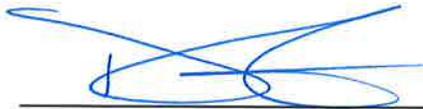
Joseph M. Lambert
Director of Development Services

Reviewed and approved:



Jessica Brown
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Granicus Proposal for FY 2021-22
2. Resolution No. R-2021-XX - Budget Amendment

Granicus Proposal for Placentia, CA

Granicus Contact

Name: Cale Brakke

Phone: (720) 892-0352

Email: cale.brakke@granicus.com

Proposal Details

Quote Number: Q-126617

Prepared On: 12/31/2020

Valid Through: 3/31/2021

Pricing

Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)

Currency: USD

Period of Performance: 4/1/2021 - 3/31/2022

Contract End Date: 3/31/2024

Annual Fees for Renewing Subscriptions

Solution	Billing Frequency	Quantity/Unit	Annual Fee
<i>Added</i> → Granicus Encoding Appliance Software (GT)	Annual	1 Each	\$1,200.00
govDelivery for Integrations	Annual	1 Each	\$0.00
Open Platform Suite	Annual	1 Each	\$5,159.70
Template - Sectioned View Page	Annual	1 Each	\$1,041.86
Template - Sectioned View Page	Annual	1 Each	\$375.07
Meeting Efficiency Suite	Annual	1 Each	\$3,611.79
Government Transparency Suite	Annual	1 Each	\$6,251.18
Peak Agenda Management	Annual	1 Each	\$8,334.90
Send Agenda (Peak)	Annual	1 Each	\$0.00
<i>Added</i> → Upgrade to SDI 720p Streaming	Annual	1 Each	\$5,000.00
Template - Player	Annual	1 Each	\$694.58
SUBTOTAL:			\$31,669.08

Remaining Period(s)		
Solution(s)	4/1/2022 - 3/31/2023	4/1/2023 - 3/31/2024
Granicus Encoding Appliance Software (GT)	\$1,260.00	\$1,323.00
govDelivery for Integrations	\$0.00	\$0.00
Open Platform Suite	\$5,417.69	\$5,688.57
Template - Sectioned View Page	\$1,093.95	\$1,148.65
Template - Sectioned View Page	\$393.82	\$413.51
Meeting Efficiency Suite	\$3,792.38	\$3,982.00
Government Transparency Suite	\$6,563.74	\$6,891.93
Peak Agenda Management	\$8,751.65	\$9,189.23
Send Agenda (Peak)	\$0.00	\$0.00
Upgrade to SDI 720p Streaming	\$5,250.00	\$5,512.50
Template - Player	\$729.31	\$765.77
SUBTOTAL:	\$33,252.53	\$34,915.16

Product Descriptions	
Name	Description
Granicus Encoding Appliance Software (GT)	Granicus Encoding Appliance Software (GT) This includes the LiveManager Software solution where webcasts are started/stopped, agendas amended and indexed, votes and attendance recorded, and minutes created.
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/ documents, and index of archives. These are able to be published and accessible through a searchable viewpage.

Product Descriptions

Name	Description
Meeting Efficiency Suite	<p>Meeting Efficiency is a hybrid Software-as-a-Service (SaaS) and Hardware-as-a-Service (HaaS) solution that enables government organizations to simplify the in-meeting management and post-meeting minutes creation processes of the clerk's office. By leveraging this solution, the client will be able to streamline meeting data capture and minutes production, reducing staff efforts and decreasing time to get minutes published. During a meeting, use LiveManager to record roll calls, motions, votes, notes, and speakers, all indexed with video. Use the index points to quickly edit minutes, templates to format in Microsoft Word, and publish online with the click of a button. Meeting Efficiency includes:</p> <ul style="list-style-type: none"> • Unlimited user accounts • Unlimited meeting bodies • Unlimited storage of minutes documents • Access to the LiveManager software application for recording information during meetings • Access to the Word Add-in software component for minutes formatting in MS Word if desired • Up to one (1) MS Word minutes template (additional templates can be purchased if needed)
Government Transparency Suite	<p>Government Transparency are the live in-meeting functions. Streaming of an event, pushing of documents, and indexing of events.</p>
Peak Agenda Management	<p>Peak Agenda Management is a Software-as-a-Service (SaaS) solution that enables government organizations to simplify the agenda management and minutes recording process of the clerk's office. Peak Agenda Management allows clerks to streamline the way they compile and produce agendas and record minutes for public meetings and includes:</p> <ul style="list-style-type: none"> • Unlimited user accounts • Unlimited meeting bodies and meeting types • Access to up to one (1) Peak Agenda Management site
Upgrade to SDI 720p Streaming	<p>Upgrade to SDI 720p Streaming (requires Digital encoder and HD feed)</p>
Template - Player	<p>creating a custom video player page</p>

Terms and Conditions

- Link to Terms: https://granicus.com/pdfs/Master_Subscription_Agreement.pdf
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Placentia, CA to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- If submitting a Purchase Order, please include the following language: All pricing, terms and conditions of quote Q-126617 dated 12/31/2020 are incorporated into this Purchase Order by reference.
- Granicus certifies that it will not sell, retain, use, or disclose any personal information provided by Client for any purpose other than the specific purpose of performing the services outlined within this Agreement.
- Notwithstanding anything to the contrary, Granicus reserves the right to adjust pricing at any renewal in which volume based pricing is used and the volume has changed from the prior term without regard to the prior term's per-unit pricing.
- Granicus Communications Suite Subscriber Information.
 - Data provided by the Client and contact information gathered through the Client's own web properties or activities will remain the property of the Client ("Direct Subscriber"), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of the Client, unless required by law.
 - Granicus shall: (i) not disclose the Client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the Client hereby grants to Granicus a perpetual, non-cancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products by the Client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and any other legitimate business purpose, including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).
- Data obtained through the Granicus Advanced Network.
 - Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client's digital communication (the "Advanced Network"). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a "Network Subscriber" to the agency it subscribed to through the Advanced Network.
 - Network Subscribers are available for use while the Client is under an active subscription with Granicus. Network Subscribers will not transfer to the Client upon termination of any Granicus Order, SOW, or Exhibit. The Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW, or Exhibit placed under this agreement. All information related to Network Subscribers must be destroyed by the Client within 15 calendar days of the Order, SOW, or Exhibit placed under this agreement terminating.

- Opt-In. During the last 10 calendar days of the Client's subscription, the Client may send an opt-in email to Network Subscribers that shall include an explanation of the Client's relationship with Granicus terminating and that the Network Subscribers may visit the Client's website to subscribe to further updates from the Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to the Client upon termination.

Agreement and Acceptance

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Billing Information

Name:

Phone:

Email:

Address:

Placentia, CA

Signature:

Name:

Title:

Date:

RESOLUTION NO. R-2021-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING A BUDGET AMENDMENT IN FISCAL YEAR 2020-21 IN COMPLIANCE WITH CITY CHARTER OF THE CITY OF PLACENTIA SECTIONS 1206 AND 1209 PERTAINING TO APPROPRIATIONS FOR ACTUAL EXPENDITURES

A. Recitals.

(i). The adopted budget for the 2020-21 Fiscal Year sets out estimated appropriations for City expenses throughout the year.

(ii). From time to time the adopted budget must be adjusted when precise expenditures are finally determined or when estimated expenditures exceed projected costs allocated.

(iii). City Charter of the City of Placentia § 1206 authorizes the City Council to amend or supplement the budget by motion adopted by the affirmative votes of at least three members so as to authorize the transfer of unused balances appropriated for one purpose to another purpose, or to appropriate available revenues not included in the budget. All other legal prerequisites to the adoption of this Resolution have occurred.

B. Resolution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLACENTIA DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

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

2. The adopted budget for Fiscal Year 2020-21, Resolution No. R-2020-38, is hereby amended to reflect the following available balances from FY2020-21 from the to the Account specified:

Fund	Description	Department	GL Account	Amount	Type
Economic Development	Meetings and Conferences	Development Services	102534-6245	\$6,500	Revenue
Admin – Technology	Software Maintenance	Administration	101523-6136	\$6,500	Expense

3. The Mayor shall sign this resolution, and the City Clerk shall attest and certify to the passage and adoption thereof.

PASSED, ADOPTED AND APPROVED THIS 4th DAY OF MAY 2021.

Craig S. Green, 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 4th day of May 2021 by the following vote:

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

Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

Christian Betterhausen, City Attorney



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: CITY ADMINISTRATOR
FROM: DIRECTOR OF COMMUNITY SERVICES
DATE: MAY 4, 2021

SUBJECT: **RESOLUTION AUTHORIZING TEMPORARY SUSPENSION OF REGULATORY ORDINANCES PERTAINING TO THE OPERATION OF THE PLACENTIA CHAMBER OF COMMERCE JAZZ FESTIVAL EVENT FUNDRAISER AT BRADFORD PARK ON SATURDAY, MAY 29, 2021, PENDING RECEIPT OF APPROVED INSURANCE DOCUMENTS**

FISCAL
IMPACT: None

SUMMARY:

Over the past five (5) years the City of Placentia ("City"), the Placentia Chamber of Commerce ("Chamber"), and the County of Orange ("County") have worked collaboratively to host a "Taste of Placentia" event in conjunction with the City's annual summer concerts series at Tri City Park. The "Taste of Placentia" events have been hugely successful due the excellent working relationship between the City, Chamber, and the County.

This year, the Chamber is requesting to partner with the City to plan and implement the "Placentia Jazz Festival" event to be held on Saturday, May 29, 2021 from 3:00 to 9:00 p.m. at Bradford Park located at 136 East Palm Circle.

The "Placentia Jazz Festival" event will encompass the parking area and the open grass space at the park. The event will feature crawfish as the main food option, a beer and wine garden, and live entertainment. Additionally, as part of the partnership with the City and the Chamber, the Founders Society ("Founders") supports hosting the event at Bradford Park and recommends approval of the festival.

Furthermore, to comply with the Centers for Disease Control (CDC) recommended COVID-19 safety protocols, the event will follow guidelines as recommended by the Health Department and outlined in the recommended Operations of Amusement Parks.

This item requests the adoption of a resolution temporarily suspending certain regulatory ordinances of the Placentia Municipal Code to allow for music and alcohol to be permitted at the "Placentia Jazz Festival" event in collaboration with the Chamber located at Bradford Park from 3:00 to 9:00 p.m. on Saturday, May 29, 2021.

**1. n.
May 4, 2021**

RECOMMENDATION:

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

1. Approve an Agreement in a form approved by the City Attorney with the Placentia Chamber of Commerce to host the "Placentia Jazz Festival" fundraising event at Bradford Park and authorize the City Administrator or designee to execute all applicable documents; and
2. Adopt Resolution No. R-2021-XX, a Resolution of the City Council of the City of Placentia authorizing the temporary suspension of Regulatory Sections 10.28.010 and 23.76.050 of the Placentia Municipal Code for the operation of the "Placentia Jazz Festival" fundraising event on May 29, 2021 from 3:00 to 9:00 p.m. at Bradford Park located at 136 East Palm Circle.

DISCUSSION:

Over the past five (5) years the City, the Chamber, and the County have worked collaboratively to host a "Taste of Placentia" event in conjunction with the City's annual summer concerts series at Tri City Park. The "Taste of Placentia" events have been hugely successful due the excellent working relationship between the City, Chamber, and the County.

The Chamber is requesting to partner with the City to plan and implement the "Placentia Jazz Festival" event to be held on Saturday, May 29, 2021 from 3:00 to 9:00 p.m. at Bradford Park located at 136 East Palm Circle.

The event will feature live Jazz music, community art displays, and local business displays. Boiled crawfish and shrimp will be the main dish, and food trucks may also participate. The goal of the event is to raise funds to support music and art programs in Placentia schools. The fundraising portion of the event would include sales of pre-sold online tickets for entry and crawfish and shrimp meals. Proposed alcohol sales will be conducted during the event and will require proof of valid identification.

As the COVID-19 pandemic continues, the Chamber understands that the event must comply with the CDC's recommended safety protocols. The Orange County Health Department (OC Health) has recommended that the Chamber submit an application for the operation of the event and should plan to follow the guidelines as set forth in the Operations of Amusement Parks. Using the recommended guidelines, the Chamber plans to implement the following protocols for the safe operation of the event:

- Promote online sales of tickets
- Ticket sales will be limited
- Sell crawfish/shrimp food tickets online
- Appropriate screening of participants will be conducted at limited entry points
- Only three (3) access entries and will be available
- The area of the event will be fenced or barricaded
- A contactless entry system will be implemented by scanning online tickets

- Reserved food tables will be set up with ample space in between
- Food and beverages will be delivered to the tables to prevent lines from forming at food areas
- Participants will be required to wear masks when not eating or drinking

Additionally, due to the lack of parking at Bradford Park, the Chamber understands that they will need to provide a parking plan to the City and utilize shuttle transportation for participants. Any rental fees or permit fees associated to securing a parking location will be paid for by the Chamber.

The attached resolution suspends (for the duration of the event) the Municipal Code sections pertaining to the controlled use of alcohol on public property and to the use of amplified music which may exceed the noise standards during the "Placentia Jazz Festival" event. The Chamber has met with City Staff and agreed to follow all City guidelines, obtain all necessary permits, and follow associated regulations from the State Department of Alcohol Beverage Control (ABC) and OC Health. City Staff supports the implementation of the "Placentia Jazz Festival" as an opportunity to provide families a fun and safe environment following a difficult year of mandated Stay at Home orders and recommend approval of the event.

Currently, due to the COVID-19 pandemic, OC Health and ABC have not determined when or if permits for events and festivals will be approved, however OC Health has recommended the Chamber submit the event application for review. The Chamber will continue to monitor State and County guidelines regarding safe operation during the pandemic and will communicate with OC Health and ABC to determine the possibility of gaining event approvals for the operation of the "Placentia Jazz Festival" event and beer and wine garden. If approvals are not provided by OC Health and ABC, the Chamber will not conduct the event.

FISCAL IMPACT:

Per the City's Facilities Use Policy (Policy No. 815), the Director of Community Services maintains the discretion to waive facility use fees and staff fees for the benefit of the community programs and events. As identified by the Chamber, all proceeds from the "Placentia Jazz Festival" will support music and art programs in Placentia schools and will directly benefit local students further enhancing the quality of life of the Placentia community. Staff supports the implementation of the event and recommends following Policy No. 815 and waiving the facility use and staff fees. The Director may not waive deposit fees. A Memorandum of Understanding (MOU) between the City and the Chamber will be required for the implementation of the event. The appropriate deposit fees will be outlined in the MOU. Other details of the MOU will include the requirement for the Chamber to name the City as additionally insured for use of Bradford Park, provide all Staff and volunteers for the event, provide a parking plan including an alternate parking location and shuttle transportation, and rent all necessary equipment for the event at their own expense.

Prepared by:



Veronica Ortiz
Community Services Supervisor

Reviewed and approved by:



Karen Crocker
Director of Community Services

Reviewed and approved by:



Damien R. Arrula
City Administrator

Attachments:

1. Resolution R-2021-XX - Temporary Suspension of Regulatory Sections 10.28.010 and 23.76.050.
2. Placentia Chamber of Commerce Letter Requesting Event Approval
3. MOU Between the City and Chamber for The Implementation of the Event

RESOLUTION NO. R-2021-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA 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 JAZZ FESTIVAL EVENT ON MAY 29TH AT BRADFORD PARK, 136 EAST PALM CIRCLE

A. Recitals.

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

(ii) The City Council finds that certain events of broad public interest may benefit the City and the City's economy by attracting large numbers of visitors, by generating favorable publicity, and by enhancing a marketable image for the City.

B. Resolution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLACENTIA DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

1. In all respects as set forth in the Recitals, Part A., of this Resolution.
2. The City temporarily suspends Placentia Municipal Code Section 23.76.050 relative to use of amplified music which may exceed the noise standards during the Jazz Festival event in at Bradford Park on May 29th from 3:00 p.m. to 9:00 p.m., 136 E. Palm Circle.
3. The City temporarily suspends Placentia Municipal Code Section 10.28.010 relative to the controlled use of alcohol in a public place during the Jazz Festival event at Bradford Park, 136 E. Palm Circle on May 29th from 3:00 p.m. to 9:00 p.m.
4. The specified sections of the Placentia Municipal Code (Sections 23.76.050 and 10.28.010) shall remain in full force and effect throughout the remainder of the City.
5. This Resolution shall take effect from and after its date of adoption.

PASSED and ADOPTED this 4th day of May 2021.

Craig S. Green, Mayor

ATTEST:

Robert S. Mckinnell, City Clerk

I, ROBERT 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 4th day of May 2021, by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

Robert S. Mckinnell, City Clerk

APPROVED AS TO FORM:

Christian L. Bettehnausen, City Attorney



Board of Directors April 21, 2021

President
Matthew Wolfe
The Mortgage Wolfe

Vice President
Walt Lynch
Lynch Ambulance Services

Past President
Joe Rasic
Craftsman Wood Fired Pizza

Treasurer
Aaron McLennan
Grandfield Tax & Business Svcs

Secretary
Nancy Board
Empower Your Image

Ambassador Liaison
Shirley Thiele

Board Members

Laurie Arroyo
Placentia Roundtable
Women's Club

Kenny Binnings
Perimeter Protection &
Surveillance Services

Rick Ellis
Bristol Farms

Tina Maraj
RE/MAX One

Bert Reitz
Century 21 Discovery

Bob Robinson
Empire Energy Solutions

Eddie Tabata
PYLUSD

Beverly Thomson

To Whom it May Concern:

Here are some bullet points regarding a new event we are creating for the community:

Name of the event is Placentia Jazz and Art Festival

Brea held an annual Jazz Festival in downtown area for years and was a big draw across Southern CA.

After 2019 the organizer decided not to continue the event, terminating the event.

A committee interested in starting a similar festival in Placentia has formed. The members are comprised of Kenny Binnings (Chamber of Commerce, Heritage Committee Chair), Michele Severson (Chamber of Commerce), David Saliby (El Dorado alumni and band director at Tuffree), Kaylee Hawley (El Dorado Alumni and artist) and Ward Smith (City Council).

Our vision is to host an annual Jazz and Art event in the Spring. The event would initially be held at the Bradford House until the parking structure opens in Old Town, and would then move to Old Town, and serve as a way to introduce Old Town to a larger, more diverse audience.

While we planned on this event for 2022, we see an opportunity for a Community Kickoff in 2021, one that will be historical in its significance and will be the seed that roots the culture of this new event in Placentia.....connecting the community from the recovery of Covid.

Therefore, for we would like to launch the Placentia Jazz and Art Festival on May 29, 2021 specifically for our community. Next year we will make it a larger event for Southern CA.

Our theme this year is Celebrating Community, Thanking our Essential Workers, Supporting our Schools.

Covid has kept a lid on the community celebrating and connecting, but that is ending soon.

Our Essential Workers has been both instrumental and caring in the protecting and serving our community.

Schools hit a wall for quite a while. Funds for art and music have dwindled and they are starting to turn the machine back on.

The Mission of the Placentia Chamber of Commerce is to provide leadership for the advancement of economic vitality and quality of life for the total community

117 N. Main Street, Placentia CA 92870 714-528-1873 fax 714-528-1879
PlacentiaChamber.com

ATTACHMENT 2



page 2

We have an opportunity for the Placentia Jazz and Art festival to rise from the Covid lockdowns and be the first event to re-connect the community, and then repeat for years to come.

To drive our theme of Celebrating Community and Supporting our Schools, we are approaching El Dorado High School, Valencia High School, Kraemer Middle School and Tuffree Middle School to invite their Jazz bands to play. We are inviting the band directors to play as headliners for the event. We are also inviting their art departments to display their student's work and will host a competition.

We have arranged donations to the art and music programs for the schools that opt to participate.

With this, we expect many residents to come out and support their kids, the schools and the arts.

Although we have not been able to secure an ABC License yet, if we are able to do so, we ask in advance for Council's approval to have alcohol at Bradford Park. We will, of course, follow all the ABC guidelines including fencing and security.

Thank you for your time and consideration. We are excited to bring a new event to our community!

Respectfully,

Kenny Binnings

Kenny Binnings
Event Chair
Placentia Chamber Board of Directors

Michele Severson

Michele Severson
Event Chair
Placentia Chamber Executive Director

The Mission of the Placentia Chamber of Commerce is to provide leadership for the advancement of economic vitality and quality of life for the total community

117 N. Main Street, Placentia CA 92870 714-528-1873 fax 714-528-1879
PlacentiaChamber.com

ATTACHMENT 2

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered into this 4th day of May 2021 by and between the City of Placentia ("CITY") located at 401 E. Chapman Ave., Placentia, and the Placentia Chamber of Commerce located at 117 N. Main St., Placentia, Ca, 92870.

RECITALS

WHEREAS, the CITY and the Placentia Chamber of Commerce wish to facilitate the Placentia Jazz and Art Festival event in the CITY; and

WHEREAS the CITY seeks to provide a space for the Placentia Chamber of Commerce to provide a community event for residents, and

WHEREAS, the CITY is a rightful possessor with a right to transfer use of Bradford Park, to Placentia Chamber of Commerce during the term of this MOU for the Placentia Jazz and Art Festival.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM

This MOU shall commence on the Effective Date of May 29, 2021, unless previously terminated as provided herein or otherwise agreed to in writing by the parties.

2. SCOPE OF USE

CITY hereby grants to Placentia Chamber of Commerce, including its officers, employees, agents, contractors and volunteers, clients, invitees, visitors, and other users of the Space, during the term of this MOU, the right to enter onto, access, occupy and use the Space for the duration of the MOU during the hours of use referenced below. Permissible uses of the Space by Placentia Chamber of Commerce and the Placentia Jazz and Art Festival Participants.

3. SCOPE OF SERVICES

A. PLACENTIA CHAMBER OF COMMERCE RESPONSIBILITIES

1. Designate a Chamber member to act as the Chamber representative for all matters related to the EVENT and its participation in the EVENT. Designee will communicate directly with the designated City staff representative
2. Ensure that any food vendors and/or food booths at the event comply with all Orange County Health Care Agency and City Requirements such as having current and valid Health Care Agency Permits and City Business License.

3. Operate the Beer and Wine Garden in compliance with all State and City regulations including obtaining appropriate permits from the Department of Alcoholic Beverage Control (ABC)
4. Obtain Private Security to secure the Beer and Wine Garden area.
5. The Placentia Chamber of Commerce at their own expense will provide the participants of the EVENT, the necessary items such as all canopies, tables, chairs, decorations, and other needed equipment to facilitate the EVENT in a uniform and professional business manner per the CITY'S approval (unless otherwise specified below).
6. Coordinate all set up starting no earlier than 10:00 a.m., with the event open to the public from 3:00 p.m. to 9:00 p.m., and clean-up of all EVENT related booths and supplies no later than 11:59 p.m. Any questions regarding set-up procedures to be pre-arranged with City of Placentia staff representative.
7. Coordinate with designated City staff representatives the EVENT layout and submit a scale plot map of the layout to City staff by Thursday, May 20, 2021. EVENT booths cannot obstruct walkways and cannot be placed in parking areas, driveways, or areas with vehicle traffic.
8. Coordinate with designated City of Placentia staff representative arrival times and procedures for EVENT participants including arrival time of vendors, offsite parking for vendors, and parking areas for participants.
9. Ensure all participants of the EVENT are informed of and follow any logistical set-up and egress of the event established by the City.
10. Utilize professional and business-like decorations and signage for the EVENT.
11. Provide CITY a copy of all promotional material for the EVENT.
12. Provide the CITY a parking plan including an alternate parking location and utilize shuttles to transport participants. Any fees associated to the rental of shuttle services or securing a parking location will be paid for by the Chamber of Commerce.
13. Provide comprehensive general liability insurance policy in the amount of one million dollars (\$1,000,000) covering EVENT related activities naming CITY and their respective elected and appointed officials, officers, employees, agents, and representatives as additional insured by endorsement to the policy. Worker's compensation insurance shall be required to be maintained in accordance with state law.
14. To the extent allowable by law, Placentia Chamber of Commerce shall indemnify, defend, and hold harmless the CITY, its officers, employees, contractors and volunteers from and against any and all liability, loss, damage, expense, costs (including reasonable attorneys' fees) or claims for injury or

property damages to the extent arising out of or in connection with Placentia Chamber of Commerce's acts and/or omissions arising from or related to this MOU, including use of the CITY's property by Placentia Chamber of Commerce the performance of this MOU, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury and/or damages and/or losses of property, regardless of severity and including death, are caused by or result from the negligent or intentional acts or omissions of the Placentia Chamber of Commerce, its officers, agents or employees.

15. Be responsible for its independent operation, execution, planning and accounting of the event as a separately governed operation by the Placentia Chamber of Commerce.
16. This MOU is by and between the CITY and the Placentia Chamber of Commerce and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association as between the CITY and the Placentia Chamber of Commerce. Each of CITY and the Placentia Chamber of Commerce understands and agrees to bear the sole responsibility and liability for administering the Workers' Compensation benefits to any person deemed legally entitled to such benefits for injuries arising from or connected with this MOU.

B. CITY'S RESPONSIBILITIES

1. Provide Space to the Placentia Chamber of Commerce to host the event.
2. Coordinate with a designated Chamber representative all arrival and set up information for all EVENT participants.
3. Provide one (1) Community Services Staff and from 10:00 a.m. to 11:45 p.m. to assist with event coordination and monitoring. As well as operate a First Aid Station during the event.
4. Assist with advertising for the event through Placentia's Weekly Newsletter and social media. The City will also advertise for the event through the City's website, Placentia Palm Quarterly Newsletter, and with targeted emails if and/or when possible.

4. CONTACT INFORMATION

Placentia Chamber of Commerce Designee:

Matthew Wolfe
President
117 N. Main Street,
Placentia, Ca, 92870
Office: 714-528-1783
Fax: 714-528-1879
Email: michele@placentiachamber.com

CITY Staff Representatives:

Karen Crocker, Director of Community Services
Veronica Ortiz, Community Services Supervisor
Felipe Zambrano, Community Services Coordinator

401 E. Chapman Ave.
Placentia, CA 92870
Office: (714) 993-8222
Fax: (714) 961-0283
Email: vortiz@placentia.org

IN WITNESS WHEREOF, the parties herein have caused this MOU to be executed by and through their respective officers, as of the date last written below.

CITY OF PLACENTIA

Placentia Chamber of Commerce

Damien Arrula
City Administrator

Matthew Wolfe
President

Date

Date

APPROVED AS TO FORM:

Christian Bettenhausen, City Attorney



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY CITY ADMINISTRATOR / SUPPORT & EMERGENCY SERVICES

DATE: MAY 4, 2021

SUBJECT: **EMERGENCY PURCHASE OF CITYWIDE UNIFIED COMMUNICATIONS (TELEPHONE SYSTEM) AS A SERVICE (UCaaS) SOLUTION FROM RINGCENTRAL, IMPLEMENTED BY GOLDEN STAR TECHNOLOGY, INC. (GST)**

FISCAL
IMPACT: EXPENSE: \$26,042.13 TOTAL PURCHASE PRICE
\$ 4,645.76 MONTHLY SUBSCRIPTION
BUDGETED: \$ 6,968.64 SOFTWARE MAINTENANCE (101523-6136)
\$23,719.25 MACHINERY & EQUIPMENT (101523-6840)

SUMMARY:

On or about April 22, 2021 the City's Cisco Call Manager on-premises phone system started experiencing critical errors and intermittent citywide outages. Our Managed Solutions provider, Golden Star Technologies, Inc. (GST) diagnosed the problem to be a failed hard disk array after a power outage. Due to the current system's age, it has been deemed end-of-life by the manufacturer and a repair solution is non-existent; the system has failed daily since.

The City of Placentia operates in a 24/7/365 environment within in its Public Safety divisions and telephone communications are a vital component of the operational needs of each of these Departments. Reliable communications with our residents are of the utmost importance.

As such, the City Administrator directed City Staff and GST to research and locate an expeditious solution to replace our current system. With the assistance of industry experts at GST, the City has identified and selected a cloud-based solution to implement within the desired timeframe. Optional solutions were presented, but all admittedly could not deliver a product in a condensed one-week or less timeframe. Thus, the only viable candidate was selected, a Unified Communications Service (UCaaS) Solution from RingCentral, Inc.

Per the City's adopted Purchasing Policy (No. 430):

Emergency purchases may be made without competitive bidding when time is of the essence, and shall be made only to:

1. *to preserve or protect life, health, or property; or*
2. *upon natural disaster; or*

3. a.
May 4, 2021

3. to forestall a shutdown of essential public services.

Based on conditions 1 and 2 being met, the City Administrator authorized this purchase under his emergency purchase authority on April 29, 2021 to restore vital City telephone communications as soon as possible.

RECOMMENDATION:

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

1. Approve the City Administrator's emergency purchase authorization in the amount of \$26,042.13 from GST for the procurement and implementation of the Voice Over Internet Protocol (VOIP) telephone solution; and
2. Authorize the City Administrator to execute all necessary documents, in a form approved by the City Attorney; and
3. Approve Resolution No. R-2021-XX, a Resolution of the City Council of the City of Placentia, California, authorizing a budget amendment in Fiscal Year 2020-21 in compliance with City Charter of the City of Placentia Sections 1206 and 1209 pertaining to appropriations for actual expenditures.

DISCUSSION:

The City's Information Technology (IT) Department currently hosts hardware devices, such as Private Branch Exchange (PBX) servers and voice gateways, in the data center to provide telephone service (PBX) to citizens and Staff. This change would remove these hardware devices from the data center and into RingCentral's cloud-based solution. RingCentral's cloud PBX solution will provide for transition of local work to remote work in a matter of minutes as this solution is a true Voice over Internet Protocol (VoIP) solution. This solution also takes the PBX from the data center and positions it into the cloud, allowing for an "always available" solution. Meaning that if something happens to the data center, calls will continue to come into the City if there is functioning Internet. The City currently maintains redundant Internet Service Providers (ISPs) to ensure that the Internet is always connected.

Due to the cloud-hosted nature of the RingCentral telephone service, our configuration will be redundant in data centers across the country and is held to a 99.999% "5 Nines Uptime" uptime standard. Some other direct benefits of this solution are lower costs, less security concerns, flexibly, mobility, increased collaboration, disaster recovery, automatic updates, and sustainability. City phones can literally be answered anywhere in the world from any Internet connected device at any time.

RingCentral Office Standard Licenses also includes 24/7/365 support and the following features:

- VOIP Softphone (Computer application to make calls)
- Mobile App (Make work calls from a cellular phone)

- Audio/Video Conferencing (1,000 person audio/100 person video for each employee)
- SMS Text Messaging
- Fax to Email
- Phone Hardware for Each workstation
- Support for Lobby phones
- Local and Long Distance included to the US and Canada
- Transcribed Voicemail
- Public Records Act requests (Message retention management)
- Automated Greeting and Phone Tree
- Microsoft Office 365 Integration

Over the last five (5) days while troubleshooting our existing solution, an internal research committee was also assembled. Staff attended an online demonstration of the RingCentral system and immediately realized potential benefits of a modern feature-rich system. Our system design was shared with the vendor and we established that an expedited transition would be possible, including all remote City facilities. It was also quickly established that this system can grow with the City and is a good fit for the long term. Staff also took time to confirm the desktop handsets were in-stock and could be shipped next-day to expedite installation. Lastly, RingCentral currently services hundreds of government and school district clients. Two City references were contacted, and both gave a positive review of the ease of use and responsiveness of RingCentral as a vendor; both recommending them 100%.

RingCentral is a 6-year running Gartner Magic Quadrant named leader for UCaaS and is also a leading provider of cloud messaging, customer engagement and contact center solutions for businesses worldwide. More flexible and cost effective than legacy on-premises PBX and video conferencing systems that it replaces, RingCentral empowers modern mobile and distributed workforces to communicate, collaborate, and connect via any mode, any device, and any location. RingCentral's open platform integrates with leading third-party business applications and enables customers to easily customize business workflows. RingCentral is headquartered in Belmont, California, and has offices worldwide.

As a part of the evaluation process, Staff also obtained a quote from Microsoft Teams (MT). Unfortunately, the timeframe and additional equipment necessary with the MT quote would not have been a solution for the City's current situation and therefore, MT was no longer pursued as an eligible option. In addition, Staff reached out to Spectrum Enterprise to obtain a third quote; however Spectrum indicated to Staff that they could not meet our necessary timeframe to be fully operational. Based upon all of the aforementioned information, RingCentral was deemed the most cost-effective and efficient solution to meet all of the City's communication needs.

FISCAL IMPACT:

The total expense associated with the emergency purchase authorization to Golden Star Technologies, Inc. (GST) for the implementation of the RingCentral system is \$26,042.13 plus the monthly subscription fees of \$4,645.76, for a total of \$30,687.89 and is not included in the 2021-22 operating budget. The requested budget adjustment in the amount of \$30,687.89 in the Administration – Information Technology fund (101523) is required to cover the initial purchase

and subscription fees for two (2) months and is detailed in the attached budget resolution. The annual subscription fees will be included in future operating budgets.

Prepared by:



David Radomski
Police Sergeant

Reviewed and approved:



Rosanna Ramirez
Deputy City Administrator

Reviewed and approved:



Jessica Brown
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Quote No. 095031 from Golden State Technology
2. RingCentral, Inc. Purchase Agreement
3. Resolution R-2021-28 - Budget Amendment

Ring Central_04262021



Prepared by:
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 (562) 345-8744
 Fax (562) 546-1290
 mjoo@gstes.com

Prepared for:
City of Placentia
 401 E. Chapman Ave
 Placentia, CA 92870
 Rosanna Ramirez
 rramirez@placentia.org

Quote Information:
Quote #: 095031
 Version: 2
 Quote Date: 04/29/2021
 Expiration Date: 05/24/2021

Monthly Subscription - RingCentral

Line	Item	Description	Price	Qty	Ext. Price	Tax
1	Ring Central Service	Ring Central Service Price - 5 year annual pricing, broken down by month RingCentral Office - Standard Licenses^ (Users & Fax) VoIP Softphone, Mobile App, Team Messaging, RC Video, Audio Conferencing, SMS, Fax are included Limited Voice Extensions (Lobby Phones) Additional Local Number Local & Long Distance for US & Canada included Compliance and Administrative Cost Recovery Fee E-911	\$19.52	119	\$2,322.88	0%

Subtotal: **\$2,322.88**

Phones & Installation Services (One-time Cost)

Line	Item	Description	Price	Qty	Ext. Price	Tax
1	YEA-100-042-003	Yealink SKYPE T42S IP Phone	\$108.08	75	\$8,106.00	8.75%
2	YEA-100-046-003	Yealink SIP-T46S-SFB- HD IP Phone	\$159.44	39	\$6,218.16	8.75%
3	YEA-100-048-003	Yealink T48S w/ Expansion Module	\$253.86	5	\$1,269.30	8.75%
4	Professional Services - REMOTE Project Management, Implement	Professional Services REMOTE OPTION (one-time fee/purchase) -	\$6,761.36	1	\$6,761.36	0%

ATTACHMENT 1



12881 166th Street
 Cerritos, CA 90703
<https://gstes.com>
 (562) 345-8700

Phones & Installation Services (One-time Cost)

Line	Item	Description	Price	Qty	Ext. Price	Tax
** NASPO ValuePoint Cloud Solutions solicitation #CH16012**						
					Subtotal:	\$22,354.82

Shipping

Line	Item	Description	Price	Qty	Ext. Price	Tax
1	GST-SHIPPING	SHIPPING CHARGE	\$0.00	1	\$0.00	0%

Quote Summary

Description	Amount
Monthly Subscription - RingCentral	\$2,322.88
Phones & Installation Services (One-time Cost)	\$22,354.82
Subtotal:	\$24,677.70
Tax:	\$1,364.43
Total:	\$26,042.13

TERMS AND CONDITIONS

All prices and descriptions are subject to change without notice.

THIS PRICE LIST IS A QUOTATION ONLY AND IS NOT AN ORDER OR OFFER TO SELL. No contract for sale will exist unless and until a purchase order has been issued by you and accepted by Golden Star Technology Inc. ("GST"). Acceptance by GST of any offer is expressly conditioned upon your assent to the Terms and Conditions of Sale set forth in GST's invoices.

The prices contained in this list may not be relied upon as the price at which GST will accept an offer to purchase products unless expressly agreed to by GST in writing. Products quoted were selected by GST based on specifications available at the time of the quotation, and are not guaranteed to meet bid specifications. Product specifications may be changed by the manufacturer without notice. It is your responsibility to verify product conformance to specifications of any subsequent contract. All products are subject to availability from the manufacturer. The freight costs listed are estimates. Shipping costs may vary based on time of purchase, quantity ordered, shipment carrier and warehouse sourced. Actual shipping costs will be calculated during shipment and will be reflected on your invoice. For hardware product(s), manufacturer warranty will begin upon physical delivery of the hardware products(by) by the customer or GST warehouse. For software product(s), the manufacturer warranty will begin upon electronic or physical receipt of the software product(s) by you or GST. Any returns must be approved by GST based on manufacturer approval. More details at gstes.com/RMA.

GST is not responsible for compliance with regulations, requirements or obligations associated with any contract resulting from this quotation unless said regulations, requirements or obligations have been passed to GST and approved in writing by an authorized representative of GST.

WE DO EVERYTHING WE CAN TO ENSURE THAT THE PRICES WE HAVE QUOTED ARE CORRECT AND CURRENT, AND WE TRY TO KEEP OUR PRICES CONSTANT. HOWEVER, DUE TO IMPENDING TARIFFS, PRICES MAY INCREASE AT ANY TIME FROM OUR OEM AND VENDORS THAT IS

ATTACHMENT 1

12881 166th Street
Cerritos, CA 90703
<https://gstes.com>
(562) 345-8700



OUT OF OUR CONTROL.

ATTACHMENT 1

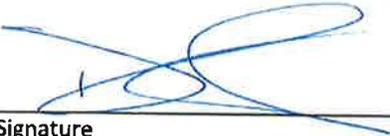
▶ Appendix

From RingCentral

Non-appropriation of Funds clause:

Non-Appropriation Clause. Customer will make diligent efforts to secure the appropriation of funds sufficient to meet all payment obligations under the Agreement throughout the Initial or Renewal Term. In the event that sufficient funds are not appropriated to the Customer, and provided that Customer does not obtain the same or substantially similar services provided under this Agreement from a competitor of RingCentral, Customer may terminate this Agreement by giving RingCentral no less than thirty (30) days' written notice prior to the end of the fiscal year (June 30th) of Customer's intention to terminate. Such termination date shall be effective on the last day of the fiscal year (June 30th), and Customer shall be relieved of any liability for any contractual amounts due for the Initial or then-current Renewal Term subsequent to the effective date of the termination. Customer acknowledges and agrees that RingCentral shall be held immune from any and all liability that may arise as a result of the Customer's loss of RingCentral furnished Services resulting from a disruption of Service because of a termination by the Customer for insufficient funding.

Customer Signature



Date

04/29/21

3.a.2 RingCentral, Inc. Purchase Agreement

This attachment will be uploaded and sent to City Council as soon as it is received.

RESOLUTION NO. R-2021-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, AUTHORIZING A BUDGET AMENDMENT IN FISCAL YEAR 2020-21 IN COMPLIANCE WITH CITY CHARTER OF THE CITY OF PLACENTIA SECTIONS 1206 AND 1209 PERTAINING TO APPROPRIATIONS FOR ACTUAL EXPENDITURES

A. Recitals.

(i). The adopted budget for the 2020-21 Fiscal Year sets out estimated appropriations for City expenses throughout the year.

(ii). From time to time the adopted budget must be adjusted when precise expenditures are finally determined or when estimated expenditures exceed projected costs allocated.

(iii). City Charter of the City of Placentia § 1206 authorizes the City Council to amend or supplement the budget by motion adopted by the affirmative votes of at least three members so as to authorize the transfer of unused balances appropriated for one purpose to another purpose, or to appropriate available revenues not included in the budget. All other legal prerequisites to the adoption of this Resolution have occurred.

B. Resolution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLACENTIA DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

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

2. The adopted budget for Fiscal Year 2020-21, Resolution No. R-XXXX, is hereby amended to reflect the following available balances from FY2020-21 from the to the Account specified:

Fund	Description	Department	GL Account	Amount	Type
Admin – Technology	Machinery & Equipment	Administration	101523-6840	\$23,719.25	Expense
Admin – Technology	Software Maintenance	Administration	101523-6136	\$6,968.64	Expense

3. The Mayor shall sign this resolution, and the City Clerk shall attest and certify to the passage and adoption thereof.

PASSED, ADOPTED AND APPROVED THIS 4th DAY OF MAY 2021.

Craig S. Green, 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 4th day of May 2021 by the following vote:

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

Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

Christian Bettenhausen, City Attorney