



Regular Meeting Agenda March 21, 2023

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

Mayor Ward L. Smith
District 5

Mayor Pro Tem Jeremy B. Yamaguchi
Councilmember
District 3

Kevin Kirwin
Councilmember
District 2

Rhonda Shader
Councilmember
District 1

Chad P. Wanke
Councilmember
District 4

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.

Special Accommodations

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

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

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

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
PLACENTIA PUBLIC FINANCING AUTHORITY
REGULAR MEETING AGENDA - CLOSED SESSION
March 21, 2023
5:00 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER:

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

ORAL COMMUNICATIONS:

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

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

1. Pursuant to Government Code Section 54957.6
CONFERENCE WITH LABOR NEGOTIATORS
Agency Designated Representatives: Damien Arrula, City Administrator
Alice Burnett, Director of Human Resources
Employee Organizations: Placentia City Employees Association (PCEA)
Placentia Firefighters Association (PFA)
Placentia Police and Fire Management Association (PPFMA)
Placentia Police Officers Association (PPOA)
Unrepresented Employees
2. Pursuant to Government Code Section 54956.9(d)(1)
CONFERENCE WITH LEGAL COUNSEL – Existing Litigation
Case: City of Placentia, et al v. Purdue Pharma L.P., et al; USDC, Northern District of California
(Case No. 19-cv-02325-JST, transferred to USDC, Northern District of Ohio, MDL No. 2)
3. Pursuant to Government Code Section 54956.9(d)(1)
CONFERENCE WITH LEGAL COUNSEL – Existing Litigation
Case: Arcadia, et al. v. So. Cal. Edison Corp., Santa Barbara Superior Court Case
No. 20 CV 02026SCE
4. Pursuant to Government Code Section 54956.8
CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Property: 207 W. Chapman Avenue
Agency Negotiator: Damien R. Arrula, City Administrator
Negotiating Party: James and Nedra Crocker
Under Negotiations: Price and Terms

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

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
PLACENTIA PUBLIC FINANCING AUTHORITY
REGULAR MEETING AGENDA
March 21, 2023
7:00 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER:

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

INVOCATION: Chaplain Sterling Bennett

PLEDGE OF ALLEGIANCE: Officer Zachary King

PRESENTATION:

- a. **Proclamation** March 29, 2023 as National Vietnam War Veterans Day
Presenter: Mayor Smith
Recipient: Craig S. Green

CLOSED SESSION REPORT:

CITY ADMINISTRATOR REPORT:

ORAL COMMUNICATIONS:

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

CITY COUNCIL/BOARD MEMBER COMMENTS:

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

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

- 1.a. **Consideration to Waive Reading in Full of all Ordinances and Resolutions**
Fiscal Impact: None
Recommended Action: Approve
- 1.b. **City Fiscal Year 2022-23 Registers for March 21, 2023**
Check Register
Fiscal Impact: \$2,059,882.98
Electronic Disbursement Register
Fiscal Impact: \$ 649,192.17
Recommended Action: It is recommended that the City Council:
1) Receive and file

- 1.c. **Acceptance of Resignation from the Heritage Festival Committee**
Fiscal Impact: None
Recommended Action: It is recommended that the City Council:
 1) Accept the resignation of Manpreet Chadha from the Heritage Festival Committee; and
 2) Update the City’s master Commission/Committee vacancy list to include the vacancy on the Committee indicated above.
- 1.d. **Tentative Tract Map (TTM) No. 19183: A Proposed Tract Map to Subdivide an Approximately 1.3-Acre Site with 39 Residential Townhome Condominium Units Located at 1952 & 1958 East Veterans Way within the High Density Residential (R-3) Zoning District**
Fiscal Impact:
 Revenue: \$653,568 Development Impact Fees
Recommended Action: It is recommended that the City Council:
 1) Adopt Resolution No. R-2023-14, A Resolution of the City Council of the City of Placentia, California, adopting a Categorical Exemption pursuant to the California Environmental Quality Act (Public Resources Code §§ 21000-21177 and §15000 et seq. of Title 14 of the California Code Of Regulations) (CEQA) and approving Tentative Tract Map (TTM) 19183 pertaining to the subdivision of property located at 1952 and 1958 East Veterans Way for 39 residential townhome units for condominium purposes on the subject 1.3-acre property located within the High Density Residential (R-3) Zoning District and making findings in support thereof.
- 1.e. **Consideration of a Resolution Authorizing Application to, and Participation in the Prohousing Designation Program with The State Department of Housing and Community Development (HCD); and Consideration of a Resolution Authorizing Application for, and Receipt of Prohousing Incentive Pilot Program Funds**
Fiscal Impact: No immediate impact, could result in receipt of \$1,000,000 in State Funding
Recommended Action: It is recommended that the City Council:
 1) Adopt Resolution No. R-2023-15, a Resolution of the City Council of the City of Placentia, California, authorizing application to and participation in the Prohousing Designation Program; and
 2) Adopt Resolution No. R-2023-16, a Resolution of the City Council of the City of Placentia, California, authorizing application for, and receipt of, Prohousing Incentive Pilot Program funds.
- 1.f. **Annual Housing Report**
Fiscal Impact: None
Recommended Action: It is recommended that the City Council:
 1) Receive and file the 2022 Housing Element Annual Progress Report.
- 1.g. **Extension of Lease Agreement with Kappe Terracina, LLC for 166 E. La Jolla Avenue**
Fiscal Impact:
 Expense: \$39,479 Monthly Base Rent Lease Extension
 Budget: FY 2023-24 Operating Budget (103043-6160)
Recommended Action: It is recommended that the City Council:
 1) Approve a three-month term extension with Kappe Terracina, LLC, for 166 E. La Jolla Avenue, Placentia for a monthly base rent of \$39,479; and
 2) Authorize the City Administrator to execute the term extension in a form approved by the City Attorney.

- 1.h. **Amended and Restated City Administrator Employment Agreement**
Fiscal Impact: FY22/23- \$30,375 (101511-5001)
Recommended Action: It is recommended that the City Council:
 1) Approve the amended and restated City Administrator’s Employment Agreement, to be executed by the Mayor, in a form approved by the City Attorney.
- 1.i. **Lease Agreement for New Copiers and Managed Print Services**
Fiscal Impact:
 Expense: \$14,394 (April – June 2023)
 Budget: \$14,500 (109595-6175)
Recommended Action: It is recommended that the City Council:
 1) Approve the Agreement with Century Business Services (CBS) for Managed Print Services and the replacement of eight (8) copier machines and forty (40) office printers throughout various City locations for a total amount of \$57,600 annually, for five years; and
 2) Authorize the City Administrator or their designee to execute all necessary documents, in a form approved by the City Attorney.

2. PUBLIC HEARINGS:

- 2.a. **CDBG Grant Funding for Proposed Programs for FY 2023-24**
Fiscal Impact: CDBG Funds in the amount of \$377,237 for Fiscal Year 2023-24
Recommended Action: It is recommended that the City Council:
 1) Open the Public Hearing to consider proposed programs and activities for the Community Development Block Grant Funding for Fiscal Year 2023-24; and
 2) Receive the Staff report, consider all public testimony, ask any questions of Staff; and
 3) Close the Public Hearing; and
 4) Authorize the City Administrator to submit an application to the County of Orange to receive CDBG Funds to support public service programs, public facilities improvements, housing rehabilitation needs, and administrative expenses for Fiscal Year 2023-24; and
 5) Authorize the City Administrator to execute all necessary documents, in a form approved by the City Attorney.

3. REGULAR AGENDA:

- 3.a. **Introduction and First Reading of Ordinance No. 2023-01 of the City Council of the City of Placentia, California, Amending Chapter 9.20 (“Wildlife”) of Title 9 (“Animals and Fowl”) of the Placentia Municipal Code Relating to Feeding Wildlife within the City**
Fiscal Impact: None
Recommended Action: It is recommended that the City Council:
 1) Receive the staff report and consider the first reading of Ordinance No. 0-2023-01; and
 2) Find that the recommended actions are exempt from the California Environmental Quality Act (“CEQA”) pursuant to Sections 15061(b)(3) of the CEQA Guidelines, (Title 14, Chapter 3 of the California Code of Regulations). Section 21065 of the Public Resources Code, and the City of Placentia Local Guidelines for implementing CEQA.
- 3.b. **Approval of the Design Concept Plan for Playground Renovations at Koch Park (Phase II) and Approval of a Public Works Agreement with Playcore D.B.A Gametime for the Purchase and Installation of the Playground Equipment, CIP Project No. 7312**
Fiscal Impact:
 Budgeted: \$600,000.00 CIP Fund (797312-6760) Project No. 7312
 Expense: \$593,742.96 CIP Fund (797312-6760) Project No. 7312

Recommended Action: It is recommended that the City Council:

- 1) Provide Staff with input to incorporate into the design plan for the renovation of the Koch Park (Phase II) playground project; and
- 2) Approve the design concept plan for the Koch Park (Phase II) playground renovation project; and
- 3) Approve the purchase of the Koch Park (Phase II) playground equipment utilizing the budgeted CIP funding in Fiscal Year 2022-2023 for project 7312; and
- 4) Award a Public Works Agreement to PlayCore d.b.a GameTime, for the Koch Park (Phase II) playground equipment renovation project in the amount of \$593,742.96; and
- 5) Authorize the City Administrator to approve contract change orders up to a total of \$6,254.04 or a not-to-exceed total contract amount of \$600,000; and
- 6) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney

3.c. **Approval of the Design Concept Plan for Playground Renovations at Tuffree Park and Approval of Public Works Agreement with Playcore D.B.A. Gametime for the Purchase and Installation of the Playground and Shade Sails Equipment, CIP Projects No. 7301 and No. 7302**

Fiscal Impact:

Budgeted: \$300,000.00 CIP Fund (697301-6760) Project No. 7301
\$ 45,000.00 CIP Fund (697302-6760) Project No. 7302
Expense: \$338,054.12 CIP Budget Funds

Recommended Action: It is recommended that the City Council:

- 1) Provide Staff with input to incorporate into the design plan for the renovation of the Tuffree Park playground and shade sails projects; and
- 2) Approve the design concept plan for the Tuffree Park playground renovation project and addition of the shade sails; and
- 3) Approve the purchase of the Tuffree Park playground and shade sails equipment utilizing the budgeted CIP funding in Fiscal Year 2022-2023 for projects 7301 and 7302; and
- 4) Award a Public Works Agreement to PlayCore d.b.a. GameTime for the Tuffree Park playground and shade sails equipment renovation project in the amount of \$338,054.12; and
- 5) Authorize the City Administrator to approve contract change orders up to a total of \$6,945.88 or a not-to-exceed total contract amount of \$345,000; and
- 6) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

3.d. **2023 City Treasurer Investment Report Update**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Receive and file the 2023 Treasury Update.

CITY COUNCIL/BOARD MEMBERS REQUESTS:

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

ADJOURNMENT:

The City Council/Successor Agency/ICDA/PPFA Board of Directors will adjourn to a regular City Council meeting on Tuesday, April 4, 2023 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:

- Old Town Streetscape Improvement Project Design
- PSA: Architectural Design Services for City Hall and Police Station Office Renovation Project
- PSA: Halo Confidential Services, Amendment #1
- Second Reading: Adoption of Feeding of Wildlife Ordinance
- Enhanced Infrastructure Financing District (EIFD) Infrastructure Financing Plan (IFP) Amendment

CERTIFICATION OF POSTING

I, Carole M. Wayman, 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 March 21, 2023 meetings of the City Council, Successor Agency, Industrial Commercial Development Authority, and the Placentia Public Financing Authority was posted on March 16, 2023.

Carole M. Wayman
Deputy City Clerk

City of Placentia
Check Register
For 03/21/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
------	----------------	-------------	---------------------	----------	--------	----------	------	---------	------------

Grand Total: 2,064,792.92

Check Totals by ID

AP	2,064,792.92
EP	0.00
IP	0.00
OP	0.00

Void Total: 4,909.94
Check Total: 2,059,882.98

Fund Name	<u>Check Totals by Fund</u>
101-General Fund (0010)	1,724,949.10
117-Measure U Fund (0079)	78,907.00
208-Scssr Agncy Ret Oblg (0054)	1,777.47
225-Asset Seizure (0021)	4,405.73
227-Explorer Grant NOC (0076)	330.33
228-NOC-Public Safety Grant(0061)	2,419.37
231-Placentia Reg Nav Cent(0078)	481.94
238-City Traffic Impct Fees (0065)	34,646.44
240-Sewer Construction (0024)	1,512.78
246-TOD Traffic Impact Fees (0070)	5,853.00
247-TOD Sewer Impact Fees (0071)	77,519.47
248-TOD Strscape Impct Fee (0072)	707.00
260-Street Lighting Distret (0028)	3,801.86
265-Landscape Maintenance (0029)	10,512.57
275-Sewer Maintenance (0048)	5,232.33
280-Misc Grants Fund (0050)	86,051.00
401-City Capital Projects (0033)	2,189.03
405-Afford Housing In-Lieu (0034)	7,142.44
501-Refuse Administration (0037)	3,309.44
601-Employee Health & Wlfre (0039)	2,122.34
605-Risk Management (0040)	1,661.00
701-Special Deposits (0044)	4,351.34

Check Total: 2,059,882.98

1.b.
March 21, 2023

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

City of Placentia
Check Register
For 03/15/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
RV	PLACENTIA FIREFIGHTERS V011878	EXERCISE EQUIPMENT	103066-6301 Special Department Expenses	AP022723	4,909.94	100		00017124	03/03/2023
					Check Total:	4,909.94			
					Type Total:	4,909.94			
					Void Total:	4,909.94			

City of Placentia
Check Register
For 03/15/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	ALCALA, JASON V006564	PD TRAINING MEAL, MILEAGE	213041-6250 Staff Training	AP022723	269.13	ALCALA227233		00126283	03/03/2023
					Check Total:	269.13			
MW OH	AMAZON CAPITAL SERVICES V012336	OFFICE SUPPLIES	103065-6315 Office Supplies	AP022723	98.52	1164-CPYC-		00126284	03/03/2023
MW OH	AMAZON CAPITAL SERVICES V012336	OFFICE SUPPLIES	103065-6315 Office Supplies	AP022723	-17.39	1G7X-XCTK-		00126284	03/03/2023
MW OH	AMAZON CAPITAL SERVICES V012336	OFFICE SUPPLIES	103065-6315 Office Supplies	AP022723	50.00	1JRN-9DHV-		00126284	03/03/2023
MW OH	AMAZON CAPITAL SERVICES V012336	OFFICE SUPPLIES	103065-6315 Office Supplies	AP022723	69.04	1KFH-9JW1-		00126284	03/03/2023
MW OH	AMAZON CAPITAL SERVICES V012336	BATTERIES	103066-6301 Special Department Expenses	AP022723	220.08	1YLJ-9WFK-		00126284	03/03/2023
					Check Total:	420.25			
MW OH	ANAHEIM FULLERTON V006631	12/1 TOWING SVS	103047-6181 Towing Services	AP022723	185.00	22-1201-22475	P12740	00126285	03/03/2023
MW OH	ANAHEIM FULLERTON V006631	12/2 TOWING SVS	103047-6181 Towing Services	AP022723	101.75	22-1202-22522	P12740	00126285	03/03/2023
MW OH	ANAHEIM FULLERTON V006631	12/9 TOWING SVS	103047-6181 Towing Services	AP022723	185.00	22-1210-22804	P12740	00126285	03/03/2023
MW OH	ANAHEIM FULLERTON V006631	12/12 TOWING SVS	103047-6181 Towing Services	AP022723	101.75	22-1213-22883	P12740	00126285	03/03/2023
MW OH	ANAHEIM FULLERTON V006631	12/13 TOWING SVS	103047-6181 Towing Services	AP022723	185.00	22-1213-22890	P12740	00126285	03/03/2023
MW OH	ANAHEIM FULLERTON V006631	12/15 TOWING SVS	103047-6181 Towing Services	AP022723	185.00	22-1215-22992	P12740	00126285	03/03/2023
MW OH	ANAHEIM FULLERTON V006631	12/16 TOWING SVS	103047-6181 Towing Services	AP022723	185.00	22-1217-23042	P12740	00126285	03/03/2023
MW OH	ANAHEIM FULLERTON	12/21 TOWING SVS	103047-6181	AP022723	101.75	22-1221-23161	P12740	00126285	03/03/2023

City of Placentia
Check Register
For 03/15/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V006631		Towing Services						
MW OH	ANAHEIM FULLERTON V006631	12/26 TOWING SVS	103047-6181 Towing Services	AP022723	185.00	22-1227-23312	P12740	00126285	03/03/2023
MW OH	ANAHEIM FULLERTON V006631	12/28 TOWING SVS	103047-6181 Towing Services	AP022723	185.00	22-1229-23391	P12740	00126285	03/03/2023
MW OH	ANAHEIM FULLERTON V006631	12/31 TOWING SVS	103047-6181 Towing Services	AP022723	101.75	23-0101-23487	P12740	00126285	03/03/2023
				Check Total:	1,702.00				
MW OH	ANTHEM LIFE INSURANCE V000046	MAR LIFE INSURANCE	395083-5163 Life Insurance Premiums	AP022723	5.00	MARCH 23		00126286	03/03/2023
				Check Total:	5.00				
MW OH	AT & T V008736	2/15-3/14 LMD INTERNET SVS	109595-6215 Telephone/Internet	AP022723	52.79	FEB LMD 23		00126287	03/03/2023
MW OH	AT & T V008736	2/13-3/12 KOCH PARK INTERNET	109595-6215 Telephone/Internet	AP022723	63.49	KP FEB 23		00126287	03/03/2023
				Check Total:	116.28				
MW OH	AT&T V004144	JAN-FEB PHONE CHARGES	109595-6215 Telephone/Internet	AP022723	5,105.86	02223		00126288	03/03/2023
MW OH	AT&T V004144	JAN-FEB PHONE CHARGES	109595-6215 / 21008-6215 Telephone/Internet	AP022723	10.28	02223		00126288	03/03/2023
MW OH	AT&T V004144	JAN-FEB PHONE CHARGES	296561-6215 Telephone/Internet	AP022723	656.32	02223		00126288	03/03/2023
MW OH	AT&T V004144	JAN-FEB PHONE CHARGES	296561-6215 Telephone/Internet	AP022723	685.96	022723		00126288	03/03/2023
MW OH	AT&T V004144	JAN-FEB PHONE CHARGES	109595-6215 Telephone/Internet	AP022723	3,749.81	022723		00126288	03/03/2023
				Check Total:	10,208.23				
MW OH	BEAR ELECTRICAL	JAN ROUTINE TS MAINT	103590-6099	AP022723	2,762.62	17963	P12489	00126289	03/03/2023

City of Placentia
Check Register
For 03/15/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010997		Professional Services						
MW OH	BEAR ELECTRICAL V010997	JAN ROUTINE TS MAINT	103590-6099 / 21009-6099 Professional Services	AP022723	219.38	17963	P12489	00126289	03/03/2023
MW OH	BEAR ELECTRICAL V010997	JAN ROUTINE TS MAINT	103590-6099 / 21010-6099 Professional Services	AP022723	108.00	17963	P12489	00126289	03/03/2023
MW OH	BEAR ELECTRICAL V010997	JAN ROUTINE TS MAINT	103590-6099 / 21011-6099 Professional Services	AP022723	75.00	17963	P12489	00126289	03/03/2023
Check Total:					3,165.00				
MW OH	CALIFORNIA DEPARTMENT V011462	2022 UNDERGROUND TANK FEE	103654-6257 Licenses & Permits	AP022723	255.17	021623		00126290	03/03/2023
Check Total:					255.17				
MW OH	CALMAT CO. V010007	ASPHALT	103652-6301 Special Department Expenses	AP022723	670.87	73559784	P12556	00126291	03/03/2023
MW OH	CALMAT CO. V010007	ASPHALT	103652-6301 Special Department Expenses	AP022723	394.24	73562606	P12556	00126291	03/03/2023
Check Total:					1,065.11				
MW OH	CANON FINANCIAL SERVICES V008979	1-28 COPIER LEASE	109595-6175 Office Equipment Rental	AP022723	254.09	29996324		00126292	03/03/2023
MW OH	CANON FINANCIAL SERVICES V008979	1-28 COPIER USAGE	109595-6175 Office Equipment Rental	AP022723	1,598.65	29996325		00126292	03/03/2023
Check Total:					1,852.74				
MW OH	CHARTER COMMUNICATIONS V004450	1-4-3/13 PD FIBER INTERNET	109595-6215 Telephone/Internet	AP022723	619.00	0528002021423		00126293	03/03/2023
MW OH	CHARTER COMMUNICATIONS V004450	1-4-3/13 WHITTEN INTERNET SVS	109595-6215 Telephone/Internet	AP022723	119.99	0619546021423		00126293	03/03/2023
MW OH	CHARTER COMMUNICATIONS V004450	1-3-3/11 BACKS BLDG INTERNET	109595-6215 Telephone/Internet	AP022723	299.98	0629685021223		00126293	03/03/2023
Check Total:					1,038.97				

City of Placentia
Check Register
For 03/15/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	CHARTER COMMUNICATIONS V012060	21-3/20 PD BWC INTERNET SVS	109595-6215 Telephone/Internet	AP022723	799.00	11980240102212		00126294	03/03/2023
					Check Total:	799.00			
MW OH	CITY OF BREA V000125	INSP JOB CARDS, PERMIT FORMS	102532-6315 Office Supplies	AP022723	1,127.69	ASR0000184		00126295	03/03/2023
					Check Total:	1,127.69			
MW OH	CITY OF PLACENTIA V000773	REIMBURSEMENT PETTY CASH FUND	103041-6250 Staff Training	AP022723	99.61	022823		00126296	03/03/2023
					Check Total:	99.61			
MW OH	CLEAR CHOICE LIEN SALES V005847	LIEN SERVICES	103047-6182 Lien Services	AP022723	125.00	176-010523		00126297	03/03/2023
MW OH	CLEAR CHOICE LIEN SALES V005847	LIEN SERVICES	103047-6182 Lien Services	AP022723	25.00	183-01123		00126297	03/03/2023
MW OH	CLEAR CHOICE LIEN SALES V005847	LIEN SERVICES	103047-6182 Lien Services	AP022723	25.00	187-011923		00126297	03/03/2023
MW OH	CLEAR CHOICE LIEN SALES V005847	LIEN SERVICES	103047-6182 Lien Services	AP022723	25.00	191-012523		00126297	03/03/2023
MW OH	CLEAR CHOICE LIEN SALES V005847	LIEN SERVICES	103047-6182 Lien Services	AP022723	85.50	324-012623		00126297	03/03/2023
MW OH	CLEAR CHOICE LIEN SALES V005847	LIEN SERVICES	103047-6182 Lien Services	AP022723	45.00	3893-012023		00126297	03/03/2023
MW OH	CLEAR CHOICE LIEN SALES V005847	LIEN SERVICES	103047-6182 Lien Services	AP022723	15.00	6743-010323		00126297	03/03/2023
MW OH	CLEAR CHOICE LIEN SALES V005847	LIEN SERVICES	103047-6182 Lien Services	AP022723	15.00	6744-010523		00126297	03/03/2023
MW OH	CLEAR CHOICE LIEN SALES V005847	LIEN SERVICES	103047-6182 Lien Services	AP022723	15.00	6750-011223		00126297	03/03/2023
					Check Total:	375.50			

City of Placentia
Check Register
For 03/15/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	COLANTUONO HIGHSMITH & V009754	NOV-DEC LEGAL SERVICES	101005-6005 Legal Services	AP022723	1,167.50	54982		00126298	03/03/2023
MW OH	COLANTUONO HIGHSMITH & V009754	NOV-JAN LEGAL SERVICES	101005-6005 Legal Services	AP022723	2,583.50	54983		00126298	03/03/2023
					Check Total:	3,751.00			
MW OH	CONTRERAS, JOSHUA V011352	PD TRAINING MEAL, MILEAGE	213041-6250 Staff Training	AP022723	269.13	CONTERAS2272		00126299	03/03/2023
					Check Total:	269.13			
MW OH	COSTAR REALTY V012340	FEB REAL ESTATE DATABASE	109595-6999 Other Expenditure	AP022723	540.00	117239231-1	P12608	00126300	03/03/2023
					Check Total:	540.00			
MW OH	DLW CONSULTING & V011427	01/03 BACKGROUND SVS	101512-6099 Professional Services	AP022723	3,600.00	PFLS 2023-01	P12795	00126301	03/03/2023
MW OH	DLW CONSULTING & V011427	01/30 BACKGROUND SVS	101512-6099 Professional Services	AP022723	1,800.00	PFLS 2023-02	P12795	00126301	03/03/2023
					Check Total:	5,400.00			
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP022723	111.90	102-181206	P12506	00126302	03/03/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP022723	55.30	102-181240	P12506	00126302	03/03/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP022723	41.44	102-181474	P12506	00126302	03/03/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP022723	21.49	102-181560	P12506	00126302	03/03/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP022723	40.97	102-181604	P12506	00126302	03/03/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP022723	22.77	102-181759	P12506	00126302	03/03/2023

City of Placentia
Check Register
For 03/15/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP022723	30.05	102-181918	P12506	00126302	03/03/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP022723	30.05	102-182032	P12506	00126302	03/03/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP022723	14.92	102-182110	P12506	00126302	03/03/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP022723	80.66	12-5111228	P12506	00126302	03/03/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP022723	41.41	164-252498	P12506	00126302	03/03/2023
Check Total:					490.96				
MW OH	FAILSAFE TESTING LLC V012127	FD E1, E2 & T2 TESTING	103066-6134 Vehicle Repair & Maintenance	AP022723	2,277.84	12645		00126303	03/03/2023
Check Total:					2,277.84				
MW OH	FAIRWAY FORD V000376	WASHER FLUID	103658-6134 Vehicle Repair & Maintenance	AP022723	8.00	276411		00126304	03/03/2023
Check Total:					8.00				
MW OH	FIREFIGHTERS SAFETY V011346	FD UNIFORMS	103066-6360 Uniforms	AP022723	843.36	29203		00126305	03/03/2023
Check Total:					843.36				
MW OH	FIREMAN'S GRAPHIC'S V011955	FD HELMET STICKERS	103066-6361 Personal Protection Equipment	AP022723	126.59	603747		00126306	03/03/2023
Check Total:					126.59				
MW OH	GOLDEN STATE WATER V000928	JAN-FEB WATER CHARGES	109595-6335 Water	AP022723	4,952.19	022223		00126307	03/03/2023
MW OH	GOLDEN STATE WATER V000928	JAN-FEB WATER CHARGES	296561-6335 Water	AP022723	923.90	022223		00126307	03/03/2023
MW OH	GOLDEN STATE WATER	JAN-FEB WATER CHARGES	296561-6335	AP022723	2,224.17	022723		00126307	03/03/2023

City of Placentia
Check Register
For 03/15/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000928		Water						
MW OH	GOLDEN STATE WATER V000928	JAN-FEB WATER CHARGES	109595-6335 Water	AP022723	538.15	022723		00126307	03/03/2023
Check Total:					8,638.41				
MW OH	GST V009410	SERVERS - CITY HALL	106302-6364 Computer Hardware	AP022723	10,454.86	INV84009	P12482	00126308	03/03/2023
MW OH	GST V009410	SERVERS - PD	106302-6364 Computer Hardware	AP022723	369,249.78	INV84009	P12482	00126308	03/03/2023
MW OH	GST V009410	SWITCHES	106302-6364 Computer Hardware	AP022723	316,270.44	INV84009	P12482	00126308	03/03/2023
MW OH	GST V009410	SERVERS - CITY HALL	796302-6364 Computer Hardware	AP022723	4,140.18	INV84010	P12482	00126308	03/03/2023
Check Total:					700,115.26				
MW OH	HALO CONFIDENTIAL V011712	FEB PD TRAINING MGMT SVS	103040-6290 Dept. Contract Services	AP022723	1,700.00	0209T	P12503	00126309	03/03/2023
Check Total:					1,700.00				
MW OH	HERC RENTALS INC V010786	11/11-12/9 GENERATOR RENTAL	103654-6170 Equipment & Tool Rental	AP022723	5,862.14	33241170-002	P12784	00126310	03/03/2023
MW OH	HERC RENTALS INC V010786	12/9-12/28 GENERATOR RENTAL	103654-6170 Equipment & Tool Rental	AP022723	4,379.37	33380004-001	P12784	00126310	03/03/2023
MW OH	HERC RENTALS INC V010786	12/29-1/25 GENERATOR RENTAL	103654-6170 Equipment & Tool Rental	AP022723	4,022.31	33411621-001	P12784	00126310	03/03/2023
Check Total:					14,263.82				
MW OH	IRVINE, JEFFREY V009851	PD TRAINING MEAL	213041-6250 Staff Training	AP022723	120.00	IRVINE022123		00126311	03/03/2023
Check Total:					120.00				
MW OH	KANA PIPELINE V007618	NOV CONSTRUCTION SVS - TOD	713101-6750 Infrastructure - Sewer	AP022723	46,545.74	42315	P12552	00126312	03/03/2023

City of Placentia
Check Register
For 03/15/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	KANA PIPELINE V007618	NOV CONSTRUCTION SVS - TOD	103101-6750 Infrastructure - Sewer	AP022723	140,059.15	42315	P12552	00126312	03/03/2023
MW OH	KANA PIPELINE V007618	DEC CONSTRUCTION SVS - TOD	103101-6750 Infrastructure - Sewer	AP022723	93,201.96	42955	P12552	00126312	03/03/2023
MW OH	KANA PIPELINE V007618	DEC CONSTRUCTION SVS - TOD	713101-6750 Infrastructure - Sewer	AP022723	30,973.73	42955	P12552	00126312	03/03/2023
Check Total:					310,780.58				
MW OH	KEYSER MARSTON V010468	OCT REAL ESTATE ADVISORY SVS	342534-6099 Professional Services	AP022723	4,571.19	0037325	P12732	00126313	03/03/2023
MW OH	KEYSER MARSTON V010468	DEC REAL ESTATE ADVISORY SVS	342534-6099 Professional Services	AP022723	2,571.25	0037464	P12732	00126313	03/03/2023
Check Total:					7,142.44				
MW OH	KING, ZACH V009974	PD TRAINING MEALS	213041-6250 Staff Training	AP022723	120.00	KING022123		00126314	03/03/2023
Check Total:					120.00				
MW OH	KOA HILLS CONSULTING LLC V011519	13-16 CONSULTING SERVICES	796204-6840 Machinery & Equipment	AP022723	875.00	9682	P12541	00126315	03/03/2023
Check Total:					875.00				
MW OH	KOSMONT COMPANIES V006131	JAN EIFD & IFP CONSULTING SVS	109595-6999 Other Expenditure	AP022723	3,698.50	2207.10-005	P12609	00126316	03/03/2023
MW OH	KOSMONT COMPANIES V006131	JAN SUCCESOR AGENCY SUPPORT	547525-6099 Professional Services	AP022723	760.50	1502.9-073	P12711	00126316	03/03/2023
Check Total:					4,459.00				
MW OH	LEHR AUTO V009930	PD VH REMOVE LIGHTS & SIRENS	213041-6840 Machinery & Equipment	AP022723	525.00	S184203		00126317	03/03/2023
Check Total:					525.00				
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - EATON	103041-6360 Uniforms	AP022723	1,196.90	INV677891		00126318	03/03/2023

City of Placentia
Check Register
For 03/15/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	1,196.90				
MW OH	MAKO OVERHEAD DOOR V011736	FIRE STATION 2 DOOR REPAIR	103066-6301 Special Department Expenses	AP022723	2,440.00	35756		00126319	03/03/2023
				Check Total:	2,440.00				
MW OH	MANAGED HEALTH V008122	MAR EMPLOYEE ASSISTANT	213041-6250 Staff Training	AP022723	518.70	PRM-078874		00126320	03/03/2023
				Check Total:	518.70				
MW OH	MARTIN, ARMANDO V011735	DEC ANIMAL REMOVAL SVS	103045-6280 Animal Control Services	AP022723	600.00	0001783	P12515	00126321	03/03/2023
MW OH	MARTIN, ARMANDO V011735	JAN ANIMAL REMOVAL SVS	103045-6280 Animal Control Services	AP022723	600.00	0001838	P12515	00126321	03/03/2023
				Check Total:	1,200.00				
MW OH	MCPEEKS CDJR OF ANAHEIM V011285		103658-6134 Vehicle Repair & Maintenance	AP022723	162.11	5138307		00126322	03/03/2023
				Check Total:	162.11				
MW OH	MMASC V008471	MEMBERSHIP RENEWAL - V. ORTIZ	104071-6255 Dues & Memberships	AP022723	90.00	6363		00126323	03/03/2023
				Check Total:	90.00				
MW OH	MOTOROLA SOLUTIONS V010749	800MHZ UPGRADE PMT	105525-6905 Principal/Bonds/COP's/Leases	AP022723	41,867.53	31769	P12575	00126324	03/03/2023
				Check Total:	41,867.53				
MW OH	NAPA AUTO PARTS V011456	AXEL REPAIR KIT, OIL SEAL	103658-6134 Vehicle Repair & Maintenance	AP022723	185.89	089374		00126325	03/03/2023
MW OH	NAPA AUTO PARTS V011456	GEAR OIL, AIR FILTER	103658-6134 Vehicle Repair & Maintenance	AP022723	116.94	090026		00126325	03/03/2023
				Check Total:	302.83				
MW OH	NATIONAL TESTING	2023-24 MEMBERSHIP	101512-6255	AP022723	500.00	11978		00126326	03/03/2023

City of Placentia
Check Register
For 03/15/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V011414		Dues & Memberships						
				Check Total:	500.00				
MW OH	OFFICE INDUSTRIES V007477	BUSINESS LICENSE FORMS	109595-6315 Office Supplies	AP022723	831.64	69771		00126327	03/03/2023
MW OH	OFFICE INDUSTRIES V007477	PAPER	109595-6315 Office Supplies	AP022723	253.74	69845		00126327	03/03/2023
MW OH	OFFICE INDUSTRIES V007477	PAPER	109595-6315 Office Supplies	AP022723	256.61	69862		00126327	03/03/2023
				Check Total:	1,341.99				
MW OH	ORANGE COUNTY COUNCIL V011014	CYCLE 2 DIGITAL AERIAL DATA	102531-6099 Professional Services	AP022723	3,000.00	2022-162		00126328	03/03/2023
				Check Total:	3,000.00				
MW OH	ORTCO INC V010660	PLAYGROUND CLIMBER	104071-6130 Repair & Maint/Facilities	AP022723	2,300.00	23-033		00126329	03/03/2023
				Check Total:	2,300.00				
MW OH	PACIFIC TRUCK EQUIPMENT V000775	REPLACEMENT PUMP AND MOTOR	103658-6134 Vehicle Repair & Maintenance	AP022723	2,558.87	75278	P12667	00126330	03/03/2023
				Check Total:	2,558.87				
MW OH	PARKHOUSE TIRE INC V004472	TIRES	103658-6134 Vehicle Repair & Maintenance	AP022723	708.66	1020266464	P12758	00126331	03/03/2023
				Check Total:	708.66				
MW OH	PEREZ, LARISSA V011753	PD TRAINING TRAVEL	213041-6250 Staff Training	AP022723	165.87	PEREZ022723		00126332	03/03/2023
				Check Total:	165.87				
MW OH	POWERSTRIDE BATTERY CO V000785	BATTERY REPAIR	103658-6134 Vehicle Repair & Maintenance	AP022723	60.33	C68684		00126333	03/03/2023
				Check Total:	60.33				

City of Placentia
Check Register
For 03/15/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	PRUDENTIAL OVERALL V000836	2/15 PW UNIFORM CLEANING SVS	103650-6360 Uniforms	AP022723	163.29	62784601	P12480	00126334	03/03/2023
					Check Total:	163.29			
MW OH	QUADIENT FINANCE USA IN	ADD POSTAGE - MAILING MACHINE	109595-6325 Postage	AP022723	1,064.43	021523		00126335	03/03/2023
					Check Total:	1,064.43			
MW OH	REXEL ENERGY SOLUTIONS	SCH - EV CHARGING STATIONS	798206-6842 Vehicles	AP022723	3,486.66	S2863689.001	P12776	00126336	03/03/2023
MW OH	REXEL ENERGY SOLUTIONS	SOLD CH - EV CHARGING STATIONS	795106-6850 Building & Facilities	AP022723	3,486.66	S2863691.001	P12776	00126336	03/03/2023
					Check Total:	6,973.32			
MW OH	RODRIGUEZ, DONNA V005014	SHEET MUSIC - PLACENTIA CHORUS	0044-2063 Placentia Community Chorus	AP022723	278.34	021523		00126337	03/03/2023
					Check Total:	278.34			
MW OH	RP LAURAIN & ASSOCIATES	APPRAISAL SVS - 207 W CHAPMAN	103551-6099 Professional Services	AP022723	4,800.00	10018	P12675	00126338	03/03/2023
					Check Total:	4,800.00			
MW OH	SECO ELECTRIC & LIGHTING	INSTALL DEDICATED CIRCUITS	795106-6850 Building & Facilities	AP022723	1,246.75	7810		00126339	03/03/2023
					Check Total:	1,246.75			
MW OH	SILVER & WRIGHT LLP V009853	LEGAL SERVICES	101005-6299 Other Purchased Services	AP022723	13.67	31144		00126340	03/03/2023
					Check Total:	13.67			
MW OH	SO CAL GAS V000909	JAN-FEB GAS CHARGES	109595-6340 Natural Gas	AP022723	1,178.99	022823		00126341	03/03/2023
					Check Total:	1,178.99			
MW OH	SOUTHERN CALIFORNIA	JAN-FEB ELECTRIC CHARGES	109595-6330	AP022723	24,312.50	022223		00126342	03/03/2023

City of Placentia
Check Register
For 03/15/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000910		Electricity						
MW OH	SOUTHERN CALIFORNIA V000910	JAN-FEB ELECTRIC CHARGES	109595-6330 / 21009-6330 Electricity	AP022723	88.30	022223		00126342	03/03/2023
MW OH	SOUTHERN CALIFORNIA V000910	JAN-FEB ELECTRIC CHARGES	109595-6330 / 21011-6330 Electricity	AP022723	158.77	022223		00126342	03/03/2023
MW OH	SOUTHERN CALIFORNIA V000910	JAN-FEB ELECTRIC CHARGES	109595-6330 / 21010-6330 Electricity	AP022723	13.02	022223		00126342	03/03/2023
MW OH	SOUTHERN CALIFORNIA V000910	JAN-FEB ELECTRIC CHARGES	296561-6330 Electricity	AP022723	273.98	022223		00126342	03/03/2023
MW OH	SOUTHERN CALIFORNIA V000910	JAN-FEB ELECTRIC CHARGES	296561-6330 Electricity	AP022723	14.38	022823		00126342	03/03/2023
MW OH	SOUTHERN CALIFORNIA V000910	JAN-FEB ELECTRIC CHARGES	109595-6330 Electricity	AP022723	2,089.63	022823		00126342	03/03/2023
				Check Total:	26,950.58				
MW OH	SUNBELT RENTALS INC V012370	1/24-2/20 ELECTRIC HEATER RENT	103654-6170 Equipment & Tool Rental	AP022723	710.94	135280481-0001		00126343	03/03/2023
				Check Total:	710.94				
MW OH	THE SAUCE CREATIVE V007476	YOUTH BASKETBALL FLYER UPDATE	4071-6230 / 79376-6230 Printing & Binding	AP022723	50.00	5788		00126344	03/03/2023
				Check Total:	50.00				
MW OH	TITUS, DILLON V011003	PD TRAINING MEAL	213041-6250 Staff Training	AP022723	120.00	TITUS012123		00126345	03/03/2023
				Check Total:	120.00				
MW OH	TOTAL IMAGING SOLUTIONS V011730	VIEWSCAN MACHING REPAIRS	103041-6137 Repair Maint/Equipment	AP022723	575.00	20524		00126346	03/03/2023
				Check Total:	575.00				
MW OH	TRAFFIC MANAGEMENT V008463	PW - REFLECTIVE SHEETING	103652-6301 Special Department Expenses	AP022723	278.00	962475		00126347	03/03/2023

City of Placentia
Check Register
For 03/15/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	278.00				
MW OH	TREJO, DANIELA V012221	PD TRAINING LODGING	213041-6250 Staff Training	AP022723	140.87	TREJO030223		00126348	03/03/2023
				Check Total:	140.87				
MW OH	UNIQUE PRINTING V010259	BUSINESS CARDS - KNUTSON	103040-6230 Printing & Binding	AP022723	31.75	44807		00126349	03/03/2023
MW OH	UNIQUE PRINTING V010259	ENVELOPES	103040-6315 Office Supplies	AP022723	695.68	44807		00126349	03/03/2023
				Check Total:	727.43				
MW OH	VERIZON WIRELESS V008735	1/21-2/20 PD DEVICES INTERNET	109595-6215 Telephone/Internet	AP022723	3,704.23	9928182616		00126350	03/03/2023
MW OH	VERIZON WIRELESS V008735	1/21-2/20 IPAD INTERNET SVS	109595-6215 Telephone/Internet	AP022723	38.01	9928182617		00126350	03/03/2023
				Check Total:	3,742.24				
MW OH	WADE, SAMANTHA V012212	PD TRAINING LODGING	213041-6250 Staff Training	AP022723	140.87	WADE022723		00126351	03/03/2023
				Check Total:	140.87				
MW OH	WELLS FARGO VENDOR FIN2/23-3/23 PRINTER SERVICE V010076		109595-6175 Office Equipment Rental	AP022723	141.38	5023840777		00126352	03/03/2023
MW OH	WELLS FARGO VENDOR FIN3/1-31 COPIER/PRINTER SERVICE V010076		109595-6175 Office Equipment Rental	AP022723	219.89	5023939243		00126352	03/03/2023
				Check Total:	361.27				
MW OH	YORBA LINDA WATER V001148	DEC-JAN WATER CHARGES	109595-6335 Water	AP022723	266.41	022223		00126353	03/03/2023
MW OH	YORBA LINDA WATER V001148	JAN-FEB WATER CHARGES	109595-6335 Water	AP022723	970.15	022723		00126353	03/03/2023
				Check Total:	1,236.56				
MW OH	AIRGAS USA	WELDING SUPPLIES	103654-6137	AP030623	79.16	9134996084		00126354	03/09/2023

City of Placentia
Check Register
For 03/15/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V004871		Repair Maint/Equipment						
				Check Total:	79.16				
MW OH	ALCALA, JASON V006564	PD TRAINING MEALS, MILEAGE	213041-6250 Staff Training	AP030623	177.20	ALCALA031323		00126355	03/09/2023
				Check Total:	177.20				
MW OH	ALCALA, JASON V006564	PD TRAINING HOTEL	213041-6250 Staff Training	AP030623	816.76	ALACALA03062		00126356	03/09/2023
				Check Total:	816.76				
MW OH	ALL CITY MANAGEMENT V000005	2/5-18 CROSSING GUARD SVS	103047-6290 Dept. Contract Services	AP030623	3,988.44	83466	P12461	00126357	03/09/2023
				Check Total:	3,988.44				
MW OH	AMAZON CAPITAL SERVICE V012336	BPHONE CABLES FOR FLEET	103658-6301 Special Department Expenses	AP030623	45.62	1367-7KCK-		00126358	03/09/2023
MW OH	AMAZON CAPITAL SERVICE V012336	ST APC UPS BATTERY BACKUPS	101523-6840 Machinery & Equipment	AP030623	309.87	1763-1MWX-		00126358	03/09/2023
MW OH	AMAZON CAPITAL SERVICE V012336	OFFICE CHAIRS	103065-6301 Special Department Expenses	AP030623	332.79	1DNX-T7KK-		00126358	03/09/2023
				Check Total:	688.28				
MW OH	AMERICAN OFFICE V009212	CONVERTING WORKSTATIONS	104071-6855 Furniture & Fixtures	AP030623	1,400.00	14170		00126359	03/09/2023
				Check Total:	1,400.00				
MW OH	ANAHEIM FULLERTON V006631	JAN TOWING SVS	103047-6181 Towing Services	AP030623	185.00	23-0101-23503	P12740	00126360	03/09/2023
MW OH	ANAHEIM FULLERTON V006631	JAN TOWING SVS	103047-6181 Towing Services	AP030623	101.75	23-0101-23504	P12740	00126360	03/09/2023
MW OH	ANAHEIM FULLERTON V006631	JAN TOWING SVS	103047-6181 Towing Services	AP030623	185.00	23-0102-23511	P12740	00126360	03/09/2023
MW OH	ANAHEIM FULLERTON	JAN TOWING SVS	103047-6181	AP030623	185.00	23-0106-23665	P12740	00126360	03/09/2023

City of Placentia
Check Register
For 03/15/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V006631		Towing Services						
MW OH	ANAHEIM FULLERTON V006631	JAN TOWING SVS	103047-6181 Towing Services	AP030623	185.00	23-0106-23690	P12740	00126360	03/09/2023
MW OH	ANAHEIM FULLERTON V006631	JAN TOWING SVS	103047-6181 Towing Services	AP030623	185.00	23-0108-23741	P12740	00126360	03/09/2023
MW OH	ANAHEIM FULLERTON V006631	JAN TOWING SVS	103047-6181 Towing Services	AP030623	185.00	23-0109-23746	P12740	00126360	03/09/2023
MW OH	ANAHEIM FULLERTON V006631	JAN TOWING SVS	103047-6181 Towing Services	AP030623	101.75	23-0113-23903	P12740	00126360	03/09/2023
MW OH	ANAHEIM FULLERTON V006631	JAN TOWING SVS	103047-6181 Towing Services	AP030623	185.00	23-0114-23947	P12740	00126360	03/09/2023
MW OH	ANAHEIM FULLERTON V006631	JAN TOWING SVS	103047-6181 Towing Services	AP030623	101.75	23-0124-24269	P12740	00126360	03/09/2023
MW OH	ANAHEIM FULLERTON V006631	JAN TOWING SVS	103047-6181 Towing Services	AP030623	185.00	23-0130-24448	P12740	00126360	03/09/2023
MW OH	ANAHEIM FULLERTON V006631	JAN TOWING SVS	103047-6181 Towing Services	AP030623	185.00	23-0130-24451	P12740	00126360	03/09/2023
MW OH	ANAHEIM FULLERTON V006631	JAN TOWING SVS	103047-6181 Towing Services	AP030623	101.75	23-0130-24461	P12740	00126360	03/09/2023
MW OH	ANAHEIM FULLERTON V006631	FEB TOWING SVS	103047-6181 Towing Services	AP030623	185.00	23-0220-25160	P12740	00126360	03/09/2023
				Check Total:	2,257.00				
MW OH	ANAHEIM SCREEN & GLASSDISPATCH - REPLACE WINDOW V010390		103654-6130 Repair & Maint/Facilities	AP030623	1,520.62	41266		00126361	03/09/2023
				Check Total:	1,520.62				
MW OH	AT&T V004144	JAN-FEB PHONE CHARGES	296561-6215 Telephone/Internet	AP030623	73.47	030723		00126362	03/09/2023
MW OH	AT&T	JAN-FEB PHONE CHARGES	109595-6215	AP030623	586.09	030723		00126362	03/09/2023

City of Placentia
Check Register
For 03/15/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V004144		Telephone/Internet						
MW OH	AT&T V004144	JAN-FEB PHONE CHARGES	109595-6215 / 21009-6215 Telephone/Internet	AP030623	12.24	030723		00126362	03/09/2023
				Check Total:	671.80				
MW OH	BANISTER, JAMES V011869	PARAMEDIC LICENSE CERT	103066-6250 Staff Training	AP030623	250.00	P32144		00126363	03/09/2023
				Check Total:	250.00				
MW OH	BEAR ELECTRICAL V010997	JAN RESPONSE TS MAINT	103590-6099 Professional Services	AP030623	1,795.00	18045	P12489	00126364	03/09/2023
				Check Total:	1,795.00				
MW OH	BERNAL, JANESSA V012482	PERMIT DEPOSIT REFUND	104071-4385 Facility Rental	AP030623	150.00	2003408.002		00126365	03/09/2023
				Check Total:	150.00				
MW OH	BIGGS CARDOSA V010461	ENGINEERING SVS - GOLDEN AVE	331801-6740 Infrastructure - Streets	AP030623	2,189.03	85806	P12642	00126366	03/09/2023
				Check Total:	2,189.03				
MW OH	BRANDON, SPENCER V012480	EMT CERTIFICATION	103066-6250 Staff Training	AP030623	162.00	74718		00126367	03/09/2023
				Check Total:	162.00				
MW OH	BUTTS, BRAD V002941	FEB FASTER REIMBURSEMENT	103040-6301 Special Department Expenses	AP030623	361.50	FEBRUARY 23		00126368	03/09/2023
				Check Total:	361.50				
MW OH	CARL WARREN & CO V008011	FEB LIABILITY SERVICE	404582-6025 Third Party Administration	AP030623	1,661.00	CWC-2029897		00126369	03/09/2023
				Check Total:	1,661.00				
MW OH	CCP INDUSTRIES INC V010526	EYEWEAR, LATEX GLOVE	103654-6301 Special Department Expenses	AP030623	126.48	IN03219450		00126370	03/09/2023

City of Placentia
Check Register
For 03/15/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	126.48				
MW OH	CHAVEZ, JAMES V012488	TUITION REIMBURSEMENT	109595-5150 Tuition Reimbursement	AP030623	1,733.62	22-03		00126371	03/09/2023
				Check Total:	1,733.62				
MW OH	CITY OF ANAHEIM V010186	1/18-2/14 SHARED TS ELECTRIC	109595-6330 Electricity	AP030623	59.41	022823		00126372	03/09/2023
				Check Total:	59.41				
MW OH	CONVERSE CONSULTANTS V005996	ENVIRONMENTAL REPORTS - BAKER	01511-6001 Management Consulting Services	AP030623	3,200.00	23-42108-01-01	P12798	00126373	03/09/2023
				Check Total:	3,200.00				
MW OH	COUNTY OF ORANGE V008881	FEB OCATS CIRCUIT SUPPORT	103043-6290 Dept. Contract Services	AP030623	1,104.51	SH 64740		00126374	03/09/2023
				Check Total:	1,104.51				
MW OH	CRON & ASSOC V001603	TRANSCRIPTION SERVICE	103042-6290 Dept. Contract Services	AP030623	241.50	6609		00126375	03/09/2023
				Check Total:	241.50				
MW OH	DDL TRAFFIC INC V011348	BBS CABINET	652302-6741 Infrastructure - Traffic	AP030623	28,996.88	8234	P12600	00126376	03/09/2023
MW OH	DDL TRAFFIC INC V011348	GPS TEST KIT & CONNECTORS	652301-6741 Infrastructure - Traffic	AP030623	5,649.56	8323	P12611	00126376	03/09/2023
				Check Total:	34,646.44				
MW OH	EILEY, TIFFANY V009544	PS TRAINING MEAL, MILEAGE	103041-6250 Staff Training	AP030623	80.63	EILEY36233102		00126377	03/09/2023
				Check Total:	80.63				
MW OH	ENTENMANN-ROVIN CO V000342	PD BADGES	103040-6299 Other Purchased Services	AP030623	1,015.65	0171800-IN		00126378	03/09/2023
				Check Total:	1,015.65				

City of Placentia
Check Register
For 03/15/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	FERGUSON, SCOTT V011709	UNIFORM ALTERATIONS REIMB.	103066-6360 Uniforms	AP030623	280.00	10611		00126379	03/09/2023
					Check Total:	280.00			
MW OH	FRANCHISE TAX BOARD V000404	P/E 02/18 PD 02/24	0010-2196 Garnishments W/H	AP030623	56.48	PR231004		00126380	03/09/2023
					Check Total:	56.48			
MW OH	GALLS LLC V000438	PD UNIFORM - IRVINE - CR	103041-6360 Uniforms	AP030623	-111.99	023302391		00126381	03/09/2023
MW OH	GALLS LLC V000438	PD UNIFORM - EILEY	103041-6360 Uniforms	AP030623	88.36	023481700		00126381	03/09/2023
MW OH	GALLS LLC V000438	PD UNIFORM - TERRONES	103043-6360 Uniforms	AP030623	135.24	023521465		00126381	03/09/2023
MW OH	GALLS LLC V000438	PD UNIFORM - HERNANDEZ	103041-6360 Uniforms	AP030623	77.27	023585401		00126381	03/09/2023
MW OH	GALLS LLC V000438	PD UNIFORM - IRVINE	103041-6360 Uniforms	AP030623	125.42	023585453		00126381	03/09/2023
					Check Total:	314.30			
MW OH	GILLIS, JOSEPH V008160	TUITION REIMBURSEMENT	109595-5150 Tuition Reimbursement	AP030623	1,248.75	22-05		00126382	03/09/2023
					Check Total:	1,248.75			
MW OH	GOLDEN STATE WATER V000928	JAN-FEB WATER CHARGES	109595-6335 Water	AP030623	11,712.57	030723		00126383	03/09/2023
MW OH	GOLDEN STATE WATER V000928	JAN-FEB WATER CHARGES	296561-6335 Water	AP030623	4,685.63	030723		00126383	03/09/2023
					Check Total:	16,398.20			
MW OH	GOMEZ, JOSE DE JESUS V012489	TUITION REIMBURSEMENT	109595-5150 Tuition Reimbursement	AP030623	207.00	22-04		00126384	03/09/2023
					Check Total:	207.00			

City of Placentia
Check Register
For 03/15/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	GRANICUS INC. V007659	JAN-MAR SUITES, TEMPLATES	101523-6136 Software Maintenance	AP030623	8,313.09	160315	P12746	00126385	03/09/2023
				Check Total:	8,313.09				
MW OH	GST V009410	FEB PROFESSIONAL SVS	101523-6290 Dept. Contract Services	AP030623	20,475.00	INV86531	P12788	00126386	03/09/2023
				Check Total:	20,475.00				
MW OH	HI-WAY SAFETY RENTALS V000459	1/24-2/21 K-RAIL RENTAL	103652-6099 Professional Services	AP030623	1,300.00	118342	P12484	00126387	03/09/2023
				Check Total:	1,300.00				
MW OH	HIRSCH PIPE AND SUPPLY V004494	PLUMBING REPAIR MATERIALS	103654-6130 Repair & Maint/Facilities	AP030623	219.17	8735893		00126388	03/09/2023
				Check Total:	219.17				
MW OH	HR GREEN PACIFIC INC V010735	JAN CONSTRUCTION MGMT & INSP	791201-6740 Infrastructure - Streets	AP030623	20,296.00	160285	P12548	00126389	03/09/2023
				Check Total:	20,296.00				
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	104071-6130 Repair & Maint/Facilities	AP030623	753.55	0008532195-001	P12509	00126390	03/09/2023
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	104071-6130 Repair & Maint/Facilities	AP030623	300.89	0009640477-001	P12509	00126390	03/09/2023
				Check Total:	1,054.44				
MW OH	JOHN HANCOCK USA-PARS V010625	ER PARS-FT P/E 2/18 PD 2/24	0010-2131 Employer PARS/ARS Payable	AP030623	773.22	PR2301004		00126391	03/09/2023
MW OH	JOHN HANCOCK USA-PARS V010625	ER PARS-FT P/E 2/18 PD 2/24	0010-2131 Employer PARS/ARS Payable	AP030623	872.01	PR2301004		00126391	03/09/2023
MW OH	JOHN HANCOCK USA-PARS V010625	ER PARS-FT P/E 2/18 PD 2/24	0010-2131 Employer PARS/ARS Payable	AP030623	638.87	PR2301004		00126391	03/09/2023
MW OH	JOHN HANCOCK USA-PARS V010625	ER PARS-FT P/E 2/18 PD 2/24	0037-2131 Employer PARS/ARS Payable	AP030623	215.64	PR2301004		00126391	03/09/2023

City of Placentia
Check Register
For 03/15/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	JOHN HANCOCK USA-PARS V010625	ER PARS-FT P/E 2/18 PD 2/24	0037-2131 Employer PARS/ARS Payable	AP030623	73.54	PR2301004		00126391	03/09/2023
MW OH	JOHN HANCOCK USA-PARS V010625	ER PARS-FT P/E 2/18 PD 2/24	0029-2131 Employer PARS/ARS Payable	AP030623	17.77	PR2301004		00126391	03/09/2023
MW OH	JOHN HANCOCK USA-PARS V010625	ER PARS-FT P/E 2/18 PD 2/24	0048-2131 Employer PARS/ARS Payable	AP030623	102.57	PR2301004		00126391	03/09/2023
MW OH	JOHN HANCOCK USA-PARS V010625	ER PARS-FT P/E 2/18 PD 2/24	0048-2131 Employer PARS/ARS Payable	AP030623	52.53	PR2301004		00126391	03/09/2023
MW OH	JOHN HANCOCK USA-PARS V010625	ER PARS-FT P/E 2/18 PD 2/24	0054-2131 Employer PARS/ARS Payable	AP030623	52.53	PR2301004		00126391	03/09/2023
MW OH	JOHN HANCOCK USA-PARS V010625	ER PARS-FT P/E 2/18 PD 2/24	0054-2131 Employer PARS/ARS Payable	AP030623	4.50	PR2301004		00126391	03/09/2023
				Check Total:	2,803.18				
MW OH	KOA HILLS CONSULTING LL V011519	CONSULTING SERVICES	796204-6840 Machinery & Equipment	AP030623	1,443.75	9706	P12541	00126392	03/09/2023
				Check Total:	1,443.75				
MW OH	LEHR AUTO V009930	REPLACE VERTEX SHOCKS	213041-6840 Machinery & Equipment	AP030623	504.20	SI84489		00126393	03/09/2023
				Check Total:	504.20				
MW OH	MACCUBBIN, MICHAEL V007311	3/4 FIRE - WATER REIMBURSEMENT	103040-6301 Special Department Expenses	AP030623	29.94	030423		00126394	03/09/2023
				Check Total:	29.94				
MW OH	MAESTAS, HENRY EDDIE V012048	3/10 ENTERTAINER	104071-6299 Other Purchased Services	AP030623	200.00	133407		00126395	03/09/2023
				Check Total:	200.00				
MW OH	MARTINEZ CONCRETE INC V012334	CONSTRUCTION SVS- RETENTION	791305-6740 Infrastructure - Streets	AP030623	6,705.50	3	P12767	00126396	03/09/2023
				Check Total:	6,705.50				

City of Placentia
Check Register
For 03/15/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
MW OH	MARTINEZ, JOHN V010060	TUITION REIMBURSEMENT	109595-5150 Tuition Reimbursement	AP030623	1,734.35 22-06		00126397	03/09/2023
MW OH	MARTINEZ, JOHN V010060	TUITION REIMBURSEMENT	109595-5150 Tuition Reimbursement	AP030623	1,691.20 22-09		00126397	03/09/2023
					Check Total:	3,425.55		
MW OH	MC FADDEN-DALE V000635	FACILITIES MAINT SUPPLIES	103654-6301 Special Department Expenses	AP030623	36.33 488920/5		00126398	03/09/2023
MW OH	MC FADDEN-DALE V000635	FACILITIES MAINT SUPPLIES	103654-6301 Special Department Expenses	AP030623	80.08 503045/5		00126398	03/09/2023
MW OH	MC FADDEN-DALE V000635	SILICA SAND	103658-6134 Vehicle Repair & Maintenance	AP030623	39.44 506245/5		00126398	03/09/2023
MW OH	MC FADDEN-DALE V000635	HARDWARES	103654-6301 Special Department Expenses	AP030623	18.73 506377/5		00126398	03/09/2023
MW OH	MC FADDEN-DALE V000635	FACILITIES MAINT SUPPLIES	103654-6301 Special Department Expenses	AP030623	129.52 506975/5		00126398	03/09/2023
MW OH	MC FADDEN-DALE V000635	FACILITIES MAINT SUPPLIES	103654-6301 Special Department Expenses	AP030623	52.23 507221/5		00126398	03/09/2023
MW OH	MC FADDEN-DALE V000635	FACILITIES MAINT SUPPLIES	103654-6301 Special Department Expenses	AP030623	53.17 507253/5		00126398	03/09/2023
					Check Total:	409.50		
MW OH	MICROSOFT CORPORATION V012470	IT MANAGER LAPTOP	101523-6840 Machinery & Equipment	AP030623	2,181.09 7349445906		00126399	03/09/2023
					Check Total:	2,181.09		
MW OH	MUNICIPAL EMERGENCY V011423	FD LEATHER STRUCTURAL BOOTS	103066-6361 Personal Protection Equipment	AP030623	677.07 IN1837904	P12492	00126400	03/09/2023
					Check Total:	677.07		
MW OH	NV5 INC V011256	09/22-1/23 INSP SVS - OLD CH	795106-6850 Building & Facilities	AP030623	15,730.00 315292	P12685	00126401	03/09/2023

City of Placentia
Check Register
For 03/15/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
					Check Total:	15,730.00		
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP030623	29.33 69866		00126402	03/09/2023
MW OH	OFFICE INDUSTRIES V007477	PAPER	109595-6315 Office Supplies	AP030623	128.30 69874		00126402	03/09/2023
					Check Total:	157.63		
MW OH	ORANGE COUNTY V000699	OCEA P/E 2/18 PD 2/24	0037-2176 PCEA/OCEA Assoc Dues	AP030623	14.10 PR2301004		00126403	03/09/2023
MW OH	ORANGE COUNTY V000699	OCEA P/E 2/18 PD 2/24	0054-2176 PCEA/OCEA Assoc Dues	AP030623	0.35 PR2301004		00126403	03/09/2023
MW OH	ORANGE COUNTY V000699	OCEA P/E 2/18 PD 2/24	0010-2176 PCEA/OCEA Assoc Dues	AP030623	460.72 PR2301004		00126403	03/09/2023
MW OH	ORANGE COUNTY V000699	OCEA P/E 2/18 PD 2/24	0048-2176 PCEA/OCEA Assoc Dues	AP030623	13.37 PR2301004		00126403	03/09/2023
MW OH	ORANGE COUNTY V000699	OCEA P/E 2/18 PD 2/24	0029-2176 PCEA/OCEA Assoc Dues	AP030623	8.11 PR2301004		00126403	03/09/2023
					Check Total:	496.65		
MW OH	ORANGE COUNTY V007306	FEB PARKING CITATION	0044-2038 Parking Fines	AP030623	3,773.00 022823		00126404	03/09/2023
					Check Total:	3,773.00		
MW OH	PACIFIC SUN TECHNOLOGIES V012481	REINSPECTION FEE	102532-4160 Building Permits	AP030623	80.00 B22-2373		00126405	03/09/2023
					Check Total:	80.00		
MW OH	PBK-WLC ARCHITECTS V012022	FEB -PUBLIC SAFETY CENTER	105213-6850 Building & Facilities	AP030623	15,377.50 000000000016	P12649	00126406	03/09/2023
					Check Total:	15,377.50		
MW OH	PCEA C/O NORTH ORANGE V000679	OCEA P/E 2/18 PD 2/24	0054-2176 PCEA/OCEA Assoc Dues	AP030623	0.03 PR2301004		00126407	03/09/2023

**City of Placentia
Check Register
For 03/15/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	PCEA C/O NORTH ORANGE V000679	PCEA P/E 2/18 PD 2/24	0010-2176 PCEA/OCEA Assoc Dues	AP030623	39.89	PR2301004		00126407	03/09/2023
MW OH	PCEA C/O NORTH ORANGE V000679	PCEA P/E 2/18 PD 2/24	0029-2176 PCEA/OCEA Assoc Dues	AP030623	0.70	PR2301004		00126407	03/09/2023
MW OH	PCEA C/O NORTH ORANGE V000679	PCEA P/E 2/18 PD 2/24	0037-2176 PCEA/OCEA Assoc Dues	AP030623	1.22	PR2301004		00126407	03/09/2023
MW OH	PCEA C/O NORTH ORANGE V000679	PCEA P/E 2/18 PD 2/24	0048-2176 PCEA/OCEA Assoc Dues	AP030623	1.16	PR2301004		00126407	03/09/2023
Check Total:					43.00				
MW OH	PEREZ, LARISSA V011753	PD TRAINING MEAL, MILEAGE	103041-6250 Staff Training	AP030623	80.63	PEREZ36233102		00126408	03/09/2023
Check Total:					80.63				
MW OH	PETE'S ROAD SERVICE INC V000767	TIRE REPAIR SERVICE	103658-6134 Vehicle Repair & Maintenance	AP030623	1,449.52	23-0650754-00		00126409	03/09/2023
Check Total:					1,449.52				
MW OH	PLACENTIA FIREFIGHTERS V012483	EXERCISE EQUIPMENT	103066-6301 Special Department Expenses	AP030623	4,909.94	100		00126410	03/09/2023
Check Total:					4,909.94				
MW OH	PREMIER FIRST RESPONDER V011754	CRITICAL INCIDENT DEBRIEFING	103040-6299 Other Purchased Services	AP030623	850.00	1219		00126411	03/09/2023
Check Total:					850.00				
MW OH	PRI MANAGEMENT GROUP V011596	PD TRAINING REAGISTRATION	213041-6250 Staff Training	AP030623	259.00	GRIFFITH02272		00126412	03/09/2023
MW OH	PRI MANAGEMENT GROUP V011596	PD TRAINING REGISTRATION	213041-6250 Staff Training	AP030623	259.00	VASQUEZ02272		00126412	03/09/2023
Check Total:					518.00				
MW OH	PRUDENTIAL OVERALL V000836	2/22 PW UNIFORM CLEANING	103650-6360 Uniforms	AP030623	163.29	62786614		00126413	03/09/2023

**City of Placentia
Check Register
For 03/15/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	163.29				
MW OH	RAYMUNDO PEREZ ROOFING V012347	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP030623	100.00	30-22-165		00126414	03/09/2023
				Check Total:	100.00				
MW OH	RHA LANDSCAPE V011993	LA PLACITA PARQUETTE DESIGN	507911-6760 Infrastructure - Parks	AP030623	65.00	1022060		00126415	03/09/2023
				Check Total:	65.00				
MW OH	RING CENTRAL INC V012026	FEB PHONE SVS	101523-6136 Software Maintenance	AP030623	7,535.71	CD_000531381	P12789	00126416	03/09/2023
MW OH	RING CENTRAL INC V012026	MAR PHONE SVS	101523-6136 Software Maintenance	AP030623	7,533.73	CD_000545417	P12789	00126416	03/09/2023
				Check Total:	15,069.44				
MW OH	RODRIGUEZ, SHEILA V012246	TUITION REIMBURSEMENT	109595-5150 Tuition Reimbursement	AP030623	1,616.48	22-07		00126417	03/09/2023
				Check Total:	1,616.48				
MW OH	ROYAL KIDS PARTIES V012484	BUSINESS LICENSE OVERPAYMENT	100000-4101 Business License Fees	AP030623	50.80	030223		00126418	03/09/2023
				Check Total:	50.80				
MW OH	SECO ELECTRIC & LIGHTING V010182	LED T8 HYBRID LAMPS	103654-6130 Repair & Maint/Facilities	AP030623	774.39	7492		00126419	03/09/2023
MW OH	SECO ELECTRIC & LIGHTING V010182	00A 480V SQUARE D CONTACTOR	103654-6130 Repair & Maint/Facilities	AP030623	1,114.31	7811		00126419	03/09/2023
MW OH	SECO ELECTRIC & LIGHTING V010182	00A 480V SQUARE D CONTACTOR	103654-6130 / 21008-6130 Repair & Maint/Facilities	AP030623	793.75	7811		00126419	03/09/2023
MW OH	SECO ELECTRIC & LIGHTING V010182	REPAIRED BENT 12FT STEEL POLE	103655-6130 Repair & Maint/Facilities	AP030623	650.00	7812		00126419	03/09/2023
MW OH	SECO ELECTRIC & LIGHTING V010182	TROUBLESHOT POWER- CITY YARD	103654-6130 Repair & Maint/Facilities	AP030623	187.50	7813		00126419	03/09/2023

City of Placentia
Check Register
For 03/15/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	SECO ELECTRIC & LIGHTING V010182	TUFFREE PARK LIGHTS REPAIR	103655-6130 Repair & Maint/Facilities	AP030623	250.00	7815		00126419	03/09/2023
					Check Total:	3,769.95			
MW OH	SELBERT PERKINS DESIGN V012172	JAN WAYFINDING DESIGN SVS	709201-6770 Infrastructure - Major Studies	AP030623	5,853.00	20230115	P12539	00126420	03/09/2023
MW OH	SELBERT PERKINS DESIGN V012172	JAN WAYFINDING DESIGN SVS	729201-6770 Infrastructure - Major Studies	AP030623	707.00	20230115	P12539	00126420	03/09/2023
					Check Total:	6,560.00			
MW OH	SIERRA ROOF INC V012487	ROOFING BOND REIMBURSEMENT	0044-2033 Construction & Demo Deposit	AP030623	100.00	30-22-174		00126421	03/09/2023
MW OH	SIERRA ROOF INC V012487	ROOFING BOND REIMBURSEMENT	0044-2033 Construction & Demo Deposit	AP030623	100.00	30-22-175		00126421	03/09/2023
					Check Total:	200.00			
MW OH	SO CAL GAS V000909	JAN-FEB GAS CHARGES	109595-6340 Natural Gas	AP030623	294.93	030723		00126422	03/09/2023
					Check Total:	294.93			
MW OH	SOUTHERN CALIFORNIA V000910	JAN-FEB ELECTRIC CHARGES	109595-6330 Electricity	AP030623	21,138.77	030723		00126423	03/09/2023
MW OH	SOUTHERN CALIFORNIA V000910	JAN-FEB ELECTRIC CHARGES	109595-6330 / 21010-6330 Electricity	AP030623	651.20	030723		00126423	03/09/2023
MW OH	SOUTHERN CALIFORNIA V000910	JAN-FEB ELECTRIC CHARGES	109595-6330 / 21009-6330 Electricity	AP030623	81.72	030723		00126423	03/09/2023
MW OH	SOUTHERN CALIFORNIA V000910	JAN-FEB ELECTRIC CHARGES	286560-6330 Electricity	AP030623	3,801.86	030723		00126423	03/09/2023
MW OH	SOUTHERN CALIFORNIA V000910	JAN-FEB ELECTRIC CHARGES	296561-6330 Electricity	AP030623	63.52	030723		00126423	03/09/2023
					Check Total:	25,737.07			
MW OH	SPARKLETTS	FEB FILTRATION SYSTEM SERVICE	109595-6301	AP030623	4,991.78	4106122 021723		00126424	03/09/2023

City of Placentia
Check Register
For 03/15/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000967		Special Department Expenses						
				Check Total:	4,991.78				
MW OH	TEAM ONE MANAGEMENT V010070	FEB PARK JANITORIAL SVS	103655-6290 Dept. Contract Services	AP030623	5,931.25	82	P12516	00126425	03/09/2023
				Check Total:	5,931.25				
MW OH	THE SAUCE CREATIVE V007476	EASTER EGGCITEMENT FLYER	104071-6230 Printing & Binding	AP030623	375.00	5980		00126426	03/09/2023
				Check Total:	375.00				
MW OH	THOMSON REUTERS - WEST V009649	FED PD SOFTWARE SERVICE	103042-6290 Dept. Contract Services	AP030623	378.22	847931638		00126427	03/09/2023
				Check Total:	378.22				
MW OH	TOTUM CORP V010229	JAN SIFI CONST INSPECTION SVS	103551-6099 Professional Services	AP030623	13,447.68	206029	P12466	00126428	03/09/2023
MW OH	TOTUM CORP V010229	JAN PSC - CONST INSPECTION SVS	105213-6850 / 229999-6850 Building & Facilities	AP030623	19,040.00	206022	P12762	00126428	03/09/2023
				Check Total:	32,487.68				
MW OH	TRANSTECH ENGINEERS INC V011220	NOV ENGINEERING DESIGN SVS	501301-6740 Infrastructure - Streets	AP030623	30,052.00	20222656	P12631	00126429	03/09/2023
MW OH	TRANSTECH ENGINEERS INC V011220	NOV ENGINEERING DESIGN SVS	791301-6740 Infrastructure - Streets	AP030623	7,513.00	20222656	P12631	00126429	03/09/2023
MW OH	TRANSTECH ENGINEERS INC V011220	DEC ENGINEERING DESIGN SVS	791301-6740 Infrastructure - Streets	AP030623	5,813.90	20231010	P12631	00126429	03/09/2023
MW OH	TRANSTECH ENGINEERS INC V011220	DEC ENGINEERING DESIGN SVS	501301-6740 Infrastructure - Streets	AP030623	23,255.60	20231010	P12631	00126429	03/09/2023
MW OH	TRANSTECH ENGINEERS INC V011220	JAN ENGINEERING DESIGN SVS	501301-6740 Infrastructure - Streets	AP030623	32,678.40	20231477	P12631	00126429	03/09/2023
MW OH	TRANSTECH ENGINEERS INC V011220	JAN ENGINEERING DESIGN SVS	791301-6740 Infrastructure - Streets	AP030623	8,169.60	20231477	P12631	00126429	03/09/2023

**City of Placentia
Check Register
For 03/15/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	107,482.50				
MW OH	TTS ENGINEERING INC V012466	JAN PSC - CONTRUCTION SVS	105213-6850 / 229999-6850 Building & Facilities	AP030623	208,810.00	23301-1	P12777	00126430	03/09/2023
				Check Total:	208,810.00				
MW OH	TURBO DATA SYSTEMS INC V001238	FEB PARKING CITATION PROCESS	103047-6290 Dept. Contract Services	AP030623	1,349.87	39641		00126431	03/09/2023
				Check Total:	1,349.87				
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 02/18 PD02/24	0010-2126 Employee PARS/ARS W/H	AP030623	1,605.88	PR2301004		00126432	03/09/2023
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 02/18 PD02/24	0010-2131 Employer PARS/ARS Payable	AP030623	1,605.88	PR2301004		00126432	03/09/2023
				Check Total:	3,211.76				
MW OH	YORBA LINDA WATER V001148	JAN-FEB WATER CHARGES	109595-6335 Water	AP030623	1,118.56	030723		00126433	03/09/2023
				Check Total:	1,118.56				
MW OH	YORBA LINDA WATER V006633	FEB SEWER CHARGES	484356-6297 Billing Services	AP030623	1,053.99	551476		00126434	03/09/2023
				Check Total:	1,053.99				
				Type Total:	1,807,314.09				
				Check Total:	1,807,314.09				

City of Placentia
Check Register
For 03/15/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	AMERICAN FIDELITY V010011	FSA P/E 02/18/2023 PD 02/24/20	0054-2188 Health Care SSA	PY23004	8.35	2178132BA		00017130	03/08/2023
MW OH	AMERICAN FIDELITY V010011	FSA P/E 02/18/2023 PD 02/24/20	0050-2188 Health Care SSA	PY23004	0.00	2178132BA		00017130	03/08/2023
MW OH	AMERICAN FIDELITY V010011	FSA P/E 02/18/2023 PD 02/24/20	0037-2188 Health Care SSA	PY23004	10.57	2178132BA		00017130	03/08/2023
MW OH	AMERICAN FIDELITY V010011	FSA P/E 02/18/2023 PD 02/24/20	0048-2188 Health Care SSA	PY23004	36.35	2178132BA		00017130	03/08/2023
MW OH	AMERICAN FIDELITY V010011	FSA P/E 02/18/2023 PD 02/24/20	0010-2188 Health Care SSA	PY23004	1,345.51	2178132BA		00017130	03/08/2023
MW OH	AMERICAN FIDELITY V010011	FSA P/E 02/18/2023 PD 02/24/20	0010-2190 Dependent Care SSA	PY23004	233.33	2178132BA		00017130	03/08/2023
MW OH	AMERICAN FIDELITY V010011	FSA P/E 02/18/2023 PD 02/24/20	0048-2190 Dependent Care SSA	PY23004	0.00	2178132BA		00017130	03/08/2023
MW OH	AMERICAN FIDELITY V010011	FSA P/E 02/18/2023 PD 02/24/20	0054-2190 Dependent Care SSA	PY23004	0.00	2178132BA		00017130	03/08/2023
MW OH	AMERICAN FIDELITY V010011	PR#003, PR#004	0076-2155 Per Sec Plan - Opt. Life	PY23004	3.39	D558226		00017130	03/08/2023
MW OH	AMERICAN FIDELITY V010011	PR#003, PR#004	0050-2155 Per Sec Plan - Opt. Life	PY23004	0.00	D558226		00017130	03/08/2023
MW OH	AMERICAN FIDELITY V010011	PR#003, PR#004	0054-2155 Per Sec Plan - Opt. Life	PY23004	10.26	D558226		00017130	03/08/2023
MW OH	AMERICAN FIDELITY V010011	PR#003, PR#004	0037-2155 Per Sec Plan - Opt. Life	PY23004	18.00	D558226		00017130	03/08/2023
MW OH	AMERICAN FIDELITY V010011	PR#003, PR#004	0048-2155 Per Sec Plan - Opt. Life	PY23004	119.78	D558226		00017130	03/08/2023
MW OH	AMERICAN FIDELITY V010011	PR#003, PR#004	0029-2155 Per Sec Plan - Opt. Life	PY23004	49.36	D558226		00017130	03/08/2023
MW OH	AMERICAN FIDELITY	PR#003, PR#004	0010-2155	PY23004	2,537.73	D558226		00017130	03/08/2023

City of Placentia
Check Register
For 03/15/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010011		Per Sec Plan - Opt. Life						
MW OH	AMERICAN FIDELITY V010011	PR#003, PR#004	395000-2187 Voluntary Plan Life	PY23004	2,117.34	D558226		00017130	03/08/2023
				Check Total:	6,489.97				
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 02/18 PD 02/24	0010-2140 Employee PERS W/H	PY23004	107,950.21	PR2301004		00017131	03/08/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 02/18 PD 02/24	0050-2195 PERS Uniform	PY23004	0.00	PR2301004		00017131	03/08/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 02/18 PD 02/24	0073-2195 PERS Uniform	PY23004	0.00	PR2301004		00017131	03/08/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 02/18 PD 02/24	0061-2195 PERS Uniform	PY23004	1.04	PR2301004		00017131	03/08/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 02/18 PD 02/24	0048-2195 PERS Uniform	PY23004	0.61	PR2301004		00017131	03/08/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 02/18 PD 02/24	0010-2195 PERS Uniform	PY23004	24.33	PR2301004		00017131	03/08/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 02/18 PD 02/24	0021-2195 PERS Uniform	PY23004	0.00	PR2301004		00017131	03/08/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 02/18 PD 02/24	0029-2195 PERS Uniform	PY23004	0.03	PR2301004		00017131	03/08/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 02/18 PD 02/24	0024-2140 Employee PERS W/H	PY23004	792.67	PR2301004		00017131	03/08/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 02/18 PD 02/24	0029-2140 Employee PERS W/H	PY23004	451.21	PR2301004		00017131	03/08/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 02/18 PD 02/24	0029-2140 Employee PERS W/H	PY23004	0.00	PR2301004		00017131	03/08/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 02/18 PD 02/24	0037-2140 Employee PERS W/H	PY23004	1,275.46	PR2301004		00017131	03/08/2023
MW OH	CALIFORNIA PUBLIC	PERS PE 02/18 PD 02/24	0078-2140	PY23004	214.27	PR2301004		00017131	03/08/2023

City of Placentia
Check Register
For 03/15/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010053		Employee PERS W/H						
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 02/18 PD 02/24	0078-2140 Employee PERS W/H	PY23004	0.46	PR2301004		00017131	03/08/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 02/18 PD 02/24	0076-2140 Employee PERS W/H	PY23004	0.00	PR2301004		00017131	03/08/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 02/18 PD 02/24	0076-2140 Employee PERS W/H	PY23004	102.17	PR2301004		00017131	03/08/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 02/18 PD 02/24	0054-2140 Employee PERS W/H	PY23004	421.50	PR2301004		00017131	03/08/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 02/18 PD 02/24	0048-2140 Employee PERS W/H	PY23004	1,856.29	PR2301004		00017131	03/08/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 02/18 PD 02/24	0050-2140 Employee PERS W/H	PY23004	0.00	PR2301004		00017131	03/08/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 02/18 PD 02/24	0061-2140 Employee PERS W/H	PY23004	1,490.65	PR2301004		00017131	03/08/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 02/18 PD 02/24	0058-2140 Employee PERS W/H	PY23004	0.00	PR2301004		00017131	03/08/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 02/18 PD 02/24	0048-2145 Employee PERS Payback W/H	PY23004	4.40	PR2301004		00017131	03/08/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 02/18 PD 02/24	0054-2145 Employee PERS Payback W/H	PY23004	12.94	PR2301004		00017131	03/08/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 02/18 PD 02/24	0037-2145 Employee PERS Payback W/H	PY23004	18.11	PR2301004		00017131	03/08/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 02/18 PD 02/24	0029-2145 Employee PERS Payback W/H	PY23004	2.59	PR2301004		00017131	03/08/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 02/18 PD 02/24	0010-2145 Employee PERS Payback W/H	PY23004	220.71	PR2301004		00017131	03/08/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 02/18 PD 02/24	0010-2150 Survivor Benefit Package	PY23004	134.87	PR2301004		00017131	03/08/2023

City of Placentia
Check Register
For 03/15/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 02/18 PD 02/24	0029-2150 Survivor Benefit Package	PY23004	1.13	PR2301004		00017131	03/08/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 02/18 PD 02/24	0024-2150 Survivor Benefit Package	PY23004	0.93	PR2301004		00017131	03/08/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 02/18 PD 02/24	0037-2150 Survivor Benefit Package	PY23004	2.09	PR2301004		00017131	03/08/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 02/18 PD 02/24	0054-2150 Survivor Benefit Package	PY23004	0.48	PR2301004		00017131	03/08/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 02/18 PD 02/24	0048-2150 Survivor Benefit Package	PY23004	3.09	PR2301004		00017131	03/08/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 02/18 PD 02/24	0050-2150 Survivor Benefit Package	PY23004	0.00	PR2301004		00017131	03/08/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 02/18 PD 02/24	0058-2150 Survivor Benefit Package	PY23004	0.00	PR2301004		00017131	03/08/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 02/18 PD 02/24	0061-2150 Survivor Benefit Package	PY23004	0.93	PR2301004		00017131	03/08/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 02/18 PD 02/24	0062-2150 Survivor Benefit Package	PY23004	0.00	PR2301004		00017131	03/08/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 02/18 PD 02/24	0073-2150 Survivor Benefit Package	PY23004	0.00	PR2301004		00017131	03/08/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 02/18 PD 02/24	0076-2150 Survivor Benefit Package	PY23004	0.17	PR2301004		00017131	03/08/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 02/16 PD 02/16	0010-2150 Survivor Benefit Package	PY23004	0.93	PR2301904		00017131	03/08/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 02/16 PD 02/16	0010-2140 Employee PERS W/H	PY23004	401.03	PR2301904		00017131	03/08/2023
Check Total:					115,385.30				
MW OH	CALIFORNIA STATE V004813	P/E 02/18/2023 PD 02/24/2023	0048-2196 Garnishments W/H	PY23004	0.00	2301004		00017132	03/08/2023

City of Placentia
Check Register
For 03/15/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	CALIFORNIA STATE V004813	P/E 02/18/2023 PD 02/24/2023	0048-2196 Garnishments W/H	PY23004	46.15	2301004		00017132	03/08/2023
MW OH	CALIFORNIA STATE V004813	P/E 02/18/2023 PD 02/24/2023	0037-2196 Garnishments W/H	PY23004	0.00	2301004		00017132	03/08/2023
MW OH	CALIFORNIA STATE V004813	P/E 02/18/2023 PD 02/24/2023	0037-2196 Garnishments W/H	PY23004	69.23	2301004		00017132	03/08/2023
MW OH	CALIFORNIA STATE V004813	P/E 02/18/2023 PD 02/24/2023	0029-2196 Garnishments W/H	PY23004	0.00	2301004		00017132	03/08/2023
MW OH	CALIFORNIA STATE V004813	P/E 02/18/2023 PD 02/24/2023	0029-2196 Garnishments W/H	PY23004	9.23	2301004		00017132	03/08/2023
MW OH	CALIFORNIA STATE V004813	P/E 02/18/2023 PD 02/24/2023	0010-2196 Garnishments W/H	PY23004	2,196.90	2301004		00017132	03/08/2023
Check Total:					2,321.51				
MW OH	EMPLOYMENT V010052	P/E 02/18/2023 PD 02/24/2024	0061-2135 Calif Income Tax W/H	PY23004	331.13	2301004		00017133	03/08/2023
MW OH	EMPLOYMENT V010052	P/E 02/18/2023 PD 02/24/2024	0054-2135 Calif Income Tax W/H	PY23004	123.14	2301004		00017133	03/08/2023
MW OH	EMPLOYMENT V010052	P/E 02/18/2023 PD 02/24/2024	0076-2135 Calif Income Tax W/H	PY23004	61.53	2301004		00017133	03/08/2023
MW OH	EMPLOYMENT V010052	P/E 02/18/2023 PD 02/24/2024	0078-2135 Calif Income Tax W/H	PY23004	71.78	2301004		00017133	03/08/2023
MW OH	EMPLOYMENT V010052	P/E 02/18/2023 PD 02/24/2024	0037-2135 Calif Income Tax W/H	PY23004	407.43	2301004		00017133	03/08/2023
MW OH	EMPLOYMENT V010052	P/E 02/18/2023 PD 02/24/2024	0048-2135 Calif Income Tax W/H	PY23004	468.35	2301004		00017133	03/08/2023
MW OH	EMPLOYMENT V010052	P/E 02/18/2023 PD 02/24/2024	0024-2135 Calif Income Tax W/H	PY23004	191.42	2301004		00017133	03/08/2023
MW OH	EMPLOYMENT V010052	P/E 02/18/2023 PD 02/24/2024	0029-2135 Calif Income Tax W/H	PY23004	91.24	2301004		00017133	03/08/2023

City of Placentia
Check Register
For 03/15/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	EMPLOYMENT V010052	P/E 02/18/2023 PD 02/24/2024	0010-2135 Calif Income Tax W/H	PY23004	30,234.92	2301004		00017133	03/08/2023
					Check Total:	31,980.94			
MW OH	INTERNAL REVENUE V010054	FED/MED/SS PE 02/18 PD 02/24	0029-2110 Federal Income Tax W/H	PY23004	190.75	2301004		00017134	03/08/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS PE 02/18 PD 02/24	0037-2110 Federal Income Tax W/H	PY23004	954.77	2301004		00017134	03/08/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS PE 02/18 PD 02/24	0010-2110 Federal Income Tax W/H	PY23004	70,869.41	2301004		00017134	03/08/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS PE 02/18 PD 02/24	0024-2110 Federal Income Tax W/H	PY23004	384.06	2301004		00017134	03/08/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS PE 02/18 PD 02/24	0048-2110 Federal Income Tax W/H	PY23004	1,106.01	2301004		00017134	03/08/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS PE 02/18 PD 02/24	0054-2110 Federal Income Tax W/H	PY23004	301.21	2301004		00017134	03/08/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS PE 02/18 PD 02/24	0061-2110 Federal Income Tax W/H	PY23004	444.80	2301004		00017134	03/08/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS PE 02/18 PD 02/24	0076-2110 Federal Income Tax W/H	PY23004	132.65	2301004		00017134	03/08/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS PE 02/18 PD 02/24	0078-2110 Federal Income Tax W/H	PY23004	151.23	2301004		00017134	03/08/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS PE 02/18 PD 02/24	0078-2115 Employee Medicare W/H	PY23004	22.10	2301004		00017134	03/08/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS PE 02/18 PD 02/24	0076-2115 Employee Medicare W/H	PY23004	15.21	2301004		00017134	03/08/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS PE 02/18 PD 02/24	0061-2115 Employee Medicare W/H	PY23004	75.41	2301004		00017134	03/08/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS PE 02/18 PD 02/24	0054-2115 Employee Medicare W/H	PY23004	40.84	2301004		00017134	03/08/2023

City of Placentia
Check Register
For 03/15/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	INTERNAL REVENUE V010054	FED/MED/SS PE 02/18 PD 02/24	0024-2115 Employee Medicare W/H	PY23004	71.85	2301004		00017134	03/08/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS PE 02/18 PD 02/24	0010-2115 Employee Medicare W/H	PY23004	10,185.60	2301004		00017134	03/08/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS PE 02/18 PD 02/24	0037-2115 Employee Medicare W/H	PY23004	124.64	2301004		00017134	03/08/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS PE 02/18 PD 02/24	0029-2115 Employee Medicare W/H	PY23004	44.56	2301004		00017134	03/08/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS PE 02/18 PD 02/24	0048-2115 Employee Medicare W/H	PY23004	183.84	2301004		00017134	03/08/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS PE 02/18 PD 02/24	0048-2120 Employer Medicare Payable	PY23004	183.84	2301004		00017134	03/08/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS PE 02/18 PD 02/24	0029-2120 Employer Medicare Payable	PY23004	44.56	2301004		00017134	03/08/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS PE 02/18 PD 02/24	0037-2120 Employer Medicare Payable	PY23004	124.64	2301004		00017134	03/08/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS PE 02/18 PD 02/24	0010-2120 Employer Medicare Payable	PY23004	10,185.60	2301004		00017134	03/08/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS PE 02/18 PD 02/24	0024-2120 Employer Medicare Payable	PY23004	71.85	2301004		00017134	03/08/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS PE 02/18 PD 02/24	0054-2120 Employer Medicare Payable	PY23004	40.84	2301004		00017134	03/08/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS PE 02/18 PD 02/24	0061-2120 Employer Medicare Payable	PY23004	75.41	2301004		00017134	03/08/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS PE 02/18 PD 02/24	0076-2120 Employer Medicare Payable	PY23004	15.21	2301004		00017134	03/08/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS PE 02/18 PD 02/24	0078-2120 Employer Medicare Payable	PY23004	22.10	2301004		00017134	03/08/2023
MW OH	INTERNAL REVENUE	Medicare Tax- A Abbey PR 23019	0010-2120	PY23004	44.09	2301904		00017134	03/08/2023

**City of Placentia
Check Register
For 03/15/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010054		Employer Medicare Payable						
MW OH	INTERNAL REVENUE V010054	Medicare Tax- A Abbey PR 23019	0010-2115 Employee Medicare W/H	PY23004	44.09	2301904		00017134	03/08/2023
				Check Total:	96,151.17				
MW OH	WASHINGTON STATE V011597	P/E 02/18/2023 PD 02/24/2023	0010-2196 Garnishments W/H	PY23004	240.00	2301004		00017135	03/08/2023
				Check Total:	240.00				
				Type Total:	252,568.89				
				Check Total:	252,568.89				

City of Placentia
ACH Check Register
For 03/21/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
------	----------------	-------------	---------------------	----------	--------	----------	------	---------	------------

Grand Total: 101,581.69

Check Totals by ID

AP	101,581.69
EP	0.00
IP	0.00
OP	0.00

Void Total: 0.00
Check Total: 101,581.69

Fund Name	<u>Check Totals by Fund</u>
101-General Fund (0010)	41,993.87
208-Secssr Agncy Ret Oblg (0054)	195.80
227-Explorer Grant NOC (0076)	40.31
228-NOC-Public Safety Grant(0061)	88.00
231-Placentia Reg Nav Cent(0078)	50.00
265-Landscape Maintenance (0029)	70.28
275-Sewer Maintenance (0048)	666.83
501-Refuse Administration (0037)	360.36
601-Employee Health & Wlfre (0039)	58,116.24

Check Total: 101,581.69

ACH Payroll Direct Deposit for 02/17/2023: 547,610.48

Electronic Disbursement Total: 649,192.17

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

City of Placentia
Check Register
For 03/15/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	ALDWIR, MAMOUN E000113	MAR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETFFEB23	1,293.00	MAR-23		00017042	03/02/2023
				Check Total:	1,293.00				
MW OH	ANDERSON, MARLA E000071	MAR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETFFEB23	533.78	MAR-23		00017043	03/02/2023
				Check Total:	533.78				
MW OH	ARMSTRONG, JOHN T E000046	MAR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETFFEB23	1,143.00	MAR-23		00017044	03/02/2023
				Check Total:	1,143.00				
MW OH	AUDISS, JAY SCOTT E000125	MAR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETFFEB23	1,821.00	MAR-23		00017045	03/02/2023
				Check Total:	1,821.00				
MW OH	BABCOCK, CHARLES A E000015	MAR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETFFEB23	314.00	MAR-23		00017046	03/02/2023
				Check Total:	314.00				
MW OH	BEALS, SHARLENE E000076	MAR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETFFEB23	191.39	MAR-23		00017047	03/02/2023
				Check Total:	191.39				
MW OH	BERMUDEZ, ALBERT E000124	MAR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETFFEB23	571.00	MAR-23		00017048	03/02/2023
				Check Total:	571.00				
MW OH	BUNNELL, DONALD E000062	MAR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETFFEB23	533.78	MAR-23		00017049	03/02/2023
				Check Total:	533.78				
MW OH	BURGNER, ARTHUR E000074	MAR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETFFEB23	533.78	MAR-23		00017050	03/02/2023
				Check Total:	533.78				

City of Placentia
Check Register
For 03/15/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
MW OH	BUSSE, MICHAEL E000131	MAR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETFFEB23	1,391.00 MAR-23		00017051	03/02/2023
				Check Total:	1,391.00			
MW OH	CHANDLER, JOHN P E000109	MAR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETFFEB23	1,391.00 MAR-23		00017052	03/02/2023
				Check Total:	1,391.00			
MW OH	CHANG, ROBERT E000107	MAR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETFFEB23	1,288.00 MAR-23		00017053	03/02/2023
				Check Total:	1,288.00			
MW OH	COBBETT, GEOFFREY E000007	MAR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETFFEB23	533.78 MAR-23		00017054	03/02/2023
				Check Total:	533.78			
MW OH	COOK, ARLENE M E000018	MAR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETFFEB23	533.78 MAR-23		00017055	03/02/2023
				Check Total:	533.78			
MW OH	D'AMATO, ROBERT E000056	MAR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETFFEB23	191.39 MAR-23		00017056	03/02/2023
				Check Total:	191.39			
MW OH	DAVID, PRESTON E000112	MAR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETFFEB23	533.78 MAR-23		00017057	03/02/2023
				Check Total:	533.78			
MW OH	DAVIS, CAROLYN E000005	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETFFEB23	533.78 MAR-23		00017058	03/02/2023
				Check Total:	533.78			
MW OH	DEAN, ANDREW E000135	MAR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETFFEB23	1,821.00 MAR-23		00017059	03/02/2023
				Check Total:	1,821.00			

City of Placentia
Check Register
For 03/15/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
MW OH	DELOS SANTOS, JAMIE E000045	MAR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETFFEB23	185.29 MAR-23		00017060	03/02/2023
				Check Total:	185.29			
MW OH	DICKSON, ROBERTA JO E000011	MAR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETFFEB23	191.39 MAR-23		00017061	03/02/2023
				Check Total:	191.39			
MW OH	DOWNEY, CAROL E000082	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETFFEB23	533.78 MAR-23		00017062	03/02/2023
				Check Total:	533.78			
MW OH	ECKENRODE, NORMAN E000029	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETFFEB23	533.78 MAR-23		00017063	03/02/2023
				Check Total:	533.78			
MW OH	ESCOBOSA, LILLIAN E000055	MAR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETFFEB23	533.78 MAR-23		00017064	03/02/2023
				Check Total:	533.78			
MW OH	ESPINOZA, ROSALINDA E000016	MAR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETFFEB23	571.00 MAR-23		00017065	03/02/2023
				Check Total:	571.00			
MW OH	FRICKE, JUERGEN E000075	MAR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETFFEB23	879.00 MAR-23		00017066	03/02/2023
				Check Total:	879.00			
MW OH	FULLER, GLENN H E000081	MAR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETFFEB23	879.00 MAR-23		00017067	03/02/2023
				Check Total:	879.00			
MW OH	GALLANT, KAREN E000008	MAR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETFFEB23	533.78 MAR-23		00017068	03/02/2023
				Check Total:	533.78			

City of Placentia
Check Register
For 03/15/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	GARNER, JO ANN E000047	MAR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETFEB23	533.78	MAR-23		00017069	03/02/2023
				Check Total:	533.78				
MW OH	GARNER, KITTY E000080	MAR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETFEB23	876.44	MAR-23		00017070	03/02/2023
				Check Total:	876.44				
MW OH	GRIMM, DENNIS L E000042	MAR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETFEB23	314.00	MAR-23		00017071	03/02/2023
				Check Total:	314.00				
MW OH	HOLTSCRAW, KATHERINE E000121	MAR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETFEB23	571.00	MAR-23		00017072	03/02/2023
				Check Total:	571.00				
MW OH	IRVINE, SUZETTE E000019	MAR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETFEB23	533.78	MAR-23		00017073	03/02/2023
				Check Total:	533.78				
MW OH	JENKINS, ROBERT E000084	MAR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETFEB23	689.04	MAR-23		00017074	03/02/2023
				Check Total:	689.04				
MW OH	JOHNSON, SHARON E000099	MAR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETFEB23	191.39	MAR-23		00017075	03/02/2023
				Check Total:	191.39				
MW OH	JONES, ROBERT E000053	MAR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETFEB23	148.68	MAR-23		00017076	03/02/2023
				Check Total:	148.68				
MW OH	JUAREZ, JANET E000134	MAR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETFEB23	148.68	MAR-23		00017077	03/02/2023
				Check Total:	148.68				

**City of Placentia
Check Register
For 03/15/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	JUDD, TERRELL E000115	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETFEB23	1,000.50	MAR-23		00017078	03/02/2023
				Check Total:	1,000.50				
MW OH	KIRKLAND, RICHARD L E000110	MAR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETFEB23	148.68	MAR-23		00017079	03/02/2023
				Check Total:	148.68				
MW OH	LITTLE, DIANE M E000098	MAR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETFEB23	269.02	MAR-23		00017080	03/02/2023
				Check Total:	269.02				
MW OH	LOOMIS, CORINNE E000122	MAR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETFEB23	571.00	MAR-23		00017081	03/02/2023
				Check Total:	571.00				
MW OH	LOWREY, B J E000041	MAR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETFEB23	314.00	MAR-23		00017082	03/02/2023
				Check Total:	314.00				
MW OH	MAERTZWEILER, MICHAEL E000032	MAR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETFEB23	533.78	MAR-23		00017083	03/02/2023
				Check Total:	533.78				
MW OH	MILANO, JAMES E000054	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETFEB23	533.78	MAR-23		00017084	03/02/2023
				Check Total:	533.78				
MW OH	MILLER, RICHARD E000106	MAR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETFEB23	1,143.00	MAR-23		00017085	03/02/2023
				Check Total:	1,143.00				
MW OH	NAJERA, JOSEPH D. E000136	MAR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETFEB23	571.00	MAR-23		00017086	03/02/2023
				Check Total:	571.00				

City of Placentia
Check Register
For 03/15/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	OLEA, ARLENE J E000014	MAR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETFEB23	533.78	MAR-23		00017087	03/02/2023
				Check Total:	533.78				
MW OH	PALMER, GEORGE E000094	MAR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETFEB23	1,143.00	MAR-23		00017088	03/02/2023
				Check Total:	1,143.00				
MW OH	PASCARELLA, RICHARD E000129	MAR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETFEB23	1,821.00	MAR-23		00017089	03/02/2023
				Check Total:	1,821.00				
MW OH	PASCUA, RAYNALD E000114	MAR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETFEB23	1,726.00	MAR-23		00017090	03/02/2023
				Check Total:	1,726.00				
MW OH	PASPALL, MIHAJLO E000085	MAR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETFEB23	448.36	MAR-23		00017091	03/02/2023
				Check Total:	448.36				
MW OH	PEREZ, ROBERT E000111	MAR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETFEB23	148.68	MAR-23		00017092	03/02/2023
				Check Total:	148.68				
MW OH	PICHON, WALTER E000103	MAR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETFEB23	269.02	MAR-23		00017093	03/02/2023
				Check Total:	269.02				
MW OH	PINEDA, MATEO E000127	MAR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETFEB23	415.50	MAR-23		00017094	03/02/2023
				Check Total:	415.50				
MW OH	PISCHEL, STEPHEN E000130	MAR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETFEB23	876.17	MAR-23		00017095	03/02/2023
				Check Total:	876.17				

**City of Placentia
Check Register
For 03/15/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	POINT, ERIC E000133	MAR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETFEB23	1,821.00	MAR-23		00017096	03/02/2023
				Check Total:	1,821.00				
MW OH	REDIFER, KIM R E000022	MAR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETFEB23	879.00	MAR-23		00017097	03/02/2023
				Check Total:	879.00				
MW OH	RENDEN, BRIAN E000083	MAR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETFEB23	448.36	MAR-23		00017098	03/02/2023
				Check Total:	448.36				
MW OH	REYES, ROGER T E000024	MAR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETFEB23	533.78	MAR-23		00017099	03/02/2023
				Check Total:	533.78				
MW OH	REYNOLDS, MATTHEW E000132	MAR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETFEB23	571.00	MAR-23		00017100	03/02/2023
				Check Total:	571.00				
MW OH	RICE, RUSSELL J E000059	MAR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETFEB23	1,391.00	MAR-23		00017101	03/02/2023
				Check Total:	1,391.00				
MW OH	RIVERA, AIDA E000026	MAR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETFEB23	191.39	MAR-23		00017102	03/02/2023
				Check Total:	191.39				
MW OH	ROACH, MICHAEL E000105	MAR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETFEB23	1,391.00	MAR-23		00017103	03/02/2023
				Check Total:	1,391.00				
MW OH	ROBB, SANDRA E000043	MAR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETFEB23	191.39	MAR-23		00017104	03/02/2023
				Check Total:	191.39				

City of Placentia
Check Register
For 03/15/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	ROSE, RICHARD D E000050	MAR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETFEB23	1,288.00	MAR-23		00017105	03/02/2023
				Check Total:	1,288.00				
MW OH	SALE, LEE R E000031	MAR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETFEB23	533.78	MAR-23		00017106	03/02/2023
				Check Total:	533.78				
MW OH	SANCHEZ, LAURA E000058	MAR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETFEB23	191.39	MAR-23		00017107	03/02/2023
				Check Total:	191.39				
MW OH	SCHLIEDER, BEVERLY E000120	MAR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETFEB23	876.44	MAR-23		00017108	03/02/2023
				Check Total:	876.44				
MW OH	SMITH, WARD E000128	MAR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETFEB23	584.00	MAR-23		00017109	03/02/2023
				Check Total:	584.00				
MW OH	SOTO, PHILIP J E000052	MAR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETFEB23	533.78	MAR-23		00017110	03/02/2023
				Check Total:	533.78				
MW OH	SPRAGUE, GARY A E000064	MAR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETFEB23	1,685.00	MAR-23		00017111	03/02/2023
				Check Total:	1,685.00				
MW OH	STEPHEN, JEFFREY E000119	MAR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETFEB23	1,288.00	MAR-23		00017112	03/02/2023
				Check Total:	1,288.00				
MW OH	TAYLOR, DAVID M E000088	MAR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETFEB23	584.00	MAR-23		00017113	03/02/2023
				Check Total:	584.00				

City of Placentia
Check Register
For 03/15/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	TAYLOR, LINDA E000126	MAR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETFEB23	529.37	MAR-23		00017114	03/02/2023
				Check Total:	529.37				
MW OH	THOMANN, DARYLL L E000101	MAR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETFEB23	533.78	MAR-23		00017115	03/02/2023
				Check Total:	533.78				
MW OH	TRIFOS, WILLIAM E000104	MAR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETFEB23	879.00	MAR-23		00017116	03/02/2023
				Check Total:	879.00				
MW OH	VALENTINE, THOMAS E000118	MAR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETFEB23	584.00	MAR-23		00017117	03/02/2023
				Check Total:	584.00				
MW OH	VERSTYNEN, WILLIAM E000092	MAR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETFEB23	148.68	MAR-23		00017118	03/02/2023
				Check Total:	148.68				
MW OH	WAHL, KATHLEEN A E000030	MAR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETFEB23	191.00	MAR-23		00017119	03/02/2023
				Check Total:	191.00				
MW OH	WIEST, STEPHEN E000079	MAR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETFEB23	534.00	MAR-23		00017120	03/02/2023
				Check Total:	534.00				
MW OH	WORDEN, LARRY M E000116	MAR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETFEB23	584.00	MAR-23		00017121	03/02/2023
				Check Total:	584.00				
MW OH	YAMAGUCHI, BRIAN E000123	MAR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETFEB23	1,391.00	MAR-23		00017122	03/02/2023
				Check Total:	1,391.00				

**City of Placentia
Check Register
For 03/15/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	ZINN, JOHN E000009	MAR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RET FEB23	1,293.00	MAR-23		00017123	03/02/2023
Check Total:					1,293.00				
MW OH	MISSION SQUARE 100091 V012393	ICMA P/E 02/18/2023 PD 02/24/2	0010-2170 Deferred Comp Payable - ICMA	ACH23004	7,209.03	PR2301004		00017125	03/03/2023
Check Total:					7,209.03				
MW OH	MISSION SQUARE 301387 V012394	ICMA P/E 02/18/2023 PD 02/24/2	0010-2170 Deferred Comp Payable - ICMA	ACH23004	30,133.15	301387-PY004		00017126	03/03/2023
MW OH	MISSION SQUARE 301387 V012394	ICMA P/E 02/18/2023 PD 02/24/2	0029-2170 Deferred Comp Payable - ICMA	ACH23004	70.28	301387-PY004		00017126	03/03/2023
MW OH	MISSION SQUARE 301387 V012394	ICMA P/E 02/18/2023 PD 02/24/2	0037-2170 Deferred Comp Payable - ICMA	ACH23004	360.36	301387-PY004		00017126	03/03/2023
MW OH	MISSION SQUARE 301387 V012394	ICMA P/E 02/18/2023 PD 02/24/2	0048-2170 Deferred Comp Payable - ICMA	ACH23004	666.83	301387-PY004		00017126	03/03/2023
MW OH	MISSION SQUARE 301387 V012394	ICMA P/E 02/18/2023 PD 02/24/2	0054-2170 Deferred Comp Payable - ICMA	ACH23004	195.80	301387-PY004		00017126	03/03/2023
MW OH	MISSION SQUARE 301387 V012394	ICMA P/E 02/18/2023 PD 02/24/2	0076-2170 Deferred Comp Payable - ICMA	ACH23004	26.81	301387-PY004		00017126	03/03/2023
MW OH	MISSION SQUARE 301387 V012394	ICMA P/E 02/18/2023 PD 02/24/2	0078-2170 Deferred Comp Payable - ICMA	ACH23004	50.00	301387-PY004		00017126	03/03/2023
Check Total:					31,503.23				
MW OH	PLACENTIA FIREFIGHTERS V011878	PFPA P/E 02/18/2023 PD 02/24/2	0010-2178 Placentia Police Assoc Dues	ACH23004	850.00	2301004		00017127	03/03/2023
Check Total:					850.00				
MW OH	PLACENTIA POLICE V000839	PPMA P/E 02/18/2023 PD 02/24/2	0010-2180 Police Mgmt Assn Dues	ACH23004	665.76	2301004		00017128	03/03/2023
Check Total:					665.76				
MW OH	PLACENTIA POLICE	PPOA P/E 02/18/2023 PD 02/24/2	0010-2178	ACH23004	3,135.93	2301004		00017129	03/03/2023

City of Placentia
Check Register
For 03/15/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V003519		Placentia Police Assoc Dues						
MW OH	PLACENTIA POLICE V003519	PPOA P/E 02/18/2023 PD 02/24/2	0021-2178 Placentia Police Assoc Dues	ACH23004	0.00	2301004		00017129	03/03/2023
MW OH	PLACENTIA POLICE V003519	PPOA P/E 02/18/2023 PD 02/24/2	0050-2178 Placentia Police Assoc Dues	ACH23004	0.00	2301004		00017129	03/03/2023
MW OH	PLACENTIA POLICE V003519	PPOA P/E 02/18/2023 PD 02/24/2	0061-2178 Placentia Police Assoc Dues	ACH23004	0.00	2301004		00017129	03/03/2023
MW OH	PLACENTIA POLICE V003519	PPOA P/E 02/18/2023 PD 02/24/2	0061-2178 Placentia Police Assoc Dues	ACH23004	88.00	2301004		00017129	03/03/2023
MW OH	PLACENTIA POLICE V003519	PPOA P/E 02/18/2023 PD 02/24/2	0062-2178 Placentia Police Assoc Dues	ACH23004	0.00	2301004		00017129	03/03/2023
MW OH	PLACENTIA POLICE V003519	PPOA P/E 02/18/2023 PD 02/24/2	0076-2178 Placentia Police Assoc Dues	ACH23004	13.50	2301004		00017129	03/03/2023
Check Total:					3,237.43				
Type Total:					101,581.69				
Check Total:					101,581.69				



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF COMMUNITY SERVICES

DATE: MARCH 21, 2023

SUBJECT: **ACCEPTANCE OF RESIGNATION FROM THE HERITAGE FESTIVAL COMMITTEE**

FISCAL
IMPACT: NONE

SUMMARY:

The City has received a letter of resignation from the following Committee member:

Manpreet Chadha, Heritage Festival Committee

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Accept the resignation of Manpreet Chadha from the Heritage Festival Committee; and
2. Update the City's master Commission/Committee vacancy list to include the vacancy on the Committee indicated above.

STRATEGIC PLANNING STATEMENT:

There is no specific strategic planning goal or objective associated with this agenda item.

DISCUSSION:

Manpreet Chadha has volunteered her time at the City of Placentia and was appointed to the Heritage Festival Committee in 2021. Manpreet Chadha submitted a letter resigning from the Heritage Festival Committee effective December 2, 2022. The City extends a sincere thank you to Mrs. Chadha for her service. An appointment for this vacancy is anticipated to be made as part of the City's current Commission/Committee application/recruitment process.

1.c.
March 21, 2023

Prepared by:



Aileen Munoz
Community Services Coordinator

Reviewed and approved:



Veronica Ortiz
Community Services Supervisor

Reviewed and approved:



Karen Crocker
Director of Community Services

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Resignation letter from Mrs. Chadha

Jessica Godoy | Office Assistant – City Clerk
City of Placentia | 401 E. Chapman Ave. Placentia, CA 92870
714-993-8142 | FAX 714-961-0283 | Email: jgodoy@placentia.org



PLACENTIA
CALIFORNIA *A pleasant place to live*

Download the iPlacentia Mobile App:



Follow Us:

CONFIDENTIALITY NOTICE

This e-mail transmission, and any documents, files or previous e-mail messages attached to it may contain information that is confidential. If you are not the intended recipient, or a person responsible for delivering it to the intended recipient, you are hereby notified that you must not read this transmission and that any disclosure, copying, printing, distribution or use of any of the information contained in or attached to this transmission is STRICTLY PROHIBITED. If you have received this transmission in error, please immediately notify the sender by telephone or return e-mail and delete the original transmission and its attachments without reading or saving in any manner. Thank you.

From: Manpreet Chadha <manpreetc8906@gmail.com>

Sent: Friday, December 2, 2022 5:39 PM

To: Nancy Albitre <nalbitre@placentia.org>; Jessica Godoy <jgodoy@placentia.org>; Rosanna Ramirez <r Ramirez@placentia.org>

Subject: Resignation from Heritage Committee

EMAIL FROM EXTERNAL SOURCE: Don't reply, click on a link or open an attachment unless you recognize the sender and know the content to be safe. If you believe this email to be unsafe, please use the [Report Phish](#) button in Outlook to notify the IT department.

Hello,

Please accept this email as my resignation from the Heritage Committee.

I have started working full time and don't have the bandwidth to attend and participate in 2 committees. I **will continue on the Senior advisory committee** for now.

Please confirm my resignation and receipt of this email.



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF DEVELOPMENT SERVICES

DATE: MARCH 21, 2023

SUBJECT: TENTATIVE TRACT MAP (TTM) NO. 19183: A PROPOSED TRACT MAP TO SUBDIVIDE AN APPROXIMATELY 1.3-ACRE SITE WITH 39 RESIDENTIAL TOWNHOME CONDOMINIUM UNITS LOCATED AT 1952 & 1958 EAST VETERANS WAY WITHIN THE HIGH DENSITY RESIDENTIAL (R-3) ZONING DISTRICT

FISCAL

IMPACT: REVENUE: \$653,568 DEVELOPMENT IMPACT FEES

SUMMARY:

Tentative Tract Map (TTM) 19183 is an application to subdivide an approximately 1.3-acre property for condominium purposes in conjunction with the construction of 39 residential townhome condominium units located at 1952 and 1958 East Veterans Way. At the Planning Commission ("Commission") meeting held February 14, 2023, the Commission voted 5-0-1 to recommend approval of TTM 19183 to the City Council. In accordance with Placentia Municipal Code (PMC) Sections 22.72.060 and 22.72.070, the Commission hereby submits a report of its findings and recommends approval of TTM 19183 to the City Council.

RECOMMENDATION:

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

Adopt Resolution No. R-2023-14, A Resolution of the City Council of the City of Placentia, California, adopting a Categorical Exemption pursuant to the California Environmental Quality Act (Public Resources Code §§ 21000-21177 and §15000 *et seq.* of Title 14 of the California Code Of Regulations) (CEQA) and approving Tentative Tract Map (TTM) 19183 pertaining to the subdivision of property located at 1952 and 1958 East Veterans Way for 39 residential townhome units for condominium purposes on the subject 1.3-acre property located within the High Density Residential (R-3) Zoning District and making findings in support thereof.

STRATEGIC PLAN STATEMENT:

This item is consistent with the City Council approved 5-Year Strategic Goal to achieve:

1.d.
March 21, 2023

Implementation of Housing Element Strategies, Objective Number 3.10. This agenda item will specifically create opportunities for the development of more housing in the city, including a mix of housing at various price points.

BACKGROUND:

PMC Section 22.72.002 requires a Tract Map for all subdivisions of five (5) or more parcels and PMC Section 22.72.060(c) requires that the Planning Commission recommend conditional approval or denial of the subdivision map to the City Council. At the Planning Commission meeting held February 14, 2023, the Commission voted 5-0-1-0 to recommend approval of TTM 19183 to the City Council. At that same meeting, the Commission reviewed and approved Development Plan Review (DPR) No. 2022-01 and Use Permit (UP) No. 2022-01 to permit the development of an approximately 1.3-gross acre lot for the construction of four (4), three-story, multi-family buildings consisting of 39 residential townhome units and associated hardscape and landscape improvements.

DISCUSSION:

Subject Site and Surrounding Land Uses

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

Location	Existing Land Use	Land Use Element General Plan Designation	Zoning Map Designation
Existing	Vacant	High Density Residential	High Density Residential (R-3)
Proposed	Attached, Single-Family Residential Townhomes	High Density Residential	High Density Residential (R-3)
North	B.N.S.F. Railroad	Railroad	N/A
South (Across Veterans Way & Atwood Channel)	Commercial Manufacturing Buildings	Industrial	C-M
East	Private Recycling Facility	High Density Residential	High Density Residential (R-3)
West	Veterans Village housing for Veterans	High Density Residential	High Density Residential (R-3)

Applicable Code Section – Placentia Municipal Code

The subject property is currently zoned R-3. The project will be required to comply with the development standards and use requirements set forth in the PMC for projects within the R-3 Zoning District. Pursuant to PMC Section 22.72.060, subdivisions consisting of five or more parcels shall require Planning Commission review at a noticed public hearing, to review and solicit a recommendation for final action on the proposed TTM by the City of Placentia City Council (PMC 22.72.070).

Site Development Standards

Title 22 (Subdivisions) of the PMC sets forth development standards defining the minimum lot width, lot depth, and lot area for all parcels in all zoning districts to bring about orderly development throughout the City. The standards of Title 22 and the R-3 district requires a minimum area of 8,000 square feet for all interior lots with a minimum frontage width of 80 feet. The subject property exceeds these minimum requirements and the proposed subdivision will not modify the size and configuration of the lot, because the subdivision is solely for condominium purposes.

The proposed development associated with this subdivision, DPR No. 2022-01 and UP No. 2022-01, will be compatible with existing developed R-3 properties within the surrounding area. In fact, the architectural design of this development will be reminiscent of the “Craftsman” architectural style, which is similar to the adjacent Veteran’s Village located directly to the west of the subject site. DPR No. 2022-01 and UP No. 2022-01 will be consistent with the PMC and Placentia General Plan. The proposed density will not exceed 30 dwelling units/acre and will be comply with all development standards set forth in the PMC and will be consistent with the High-Density Land Use Designation of the General Plan.

The Divisions of Planning and Building, Public Works Department, Engineering/Traffic, Police Department, and Fire and Life Safety Department reviewed the application and submitted comments but had no major concerns with the proposal. The project was reviewed by the **Housing, Community and Economic Development Ad Hoc Committee, who support the development as proposed.**

ENVIRONMENTAL:

The proposed application was reviewed by Staff in accordance with the requirements of the California Environmental Quality Act (CEQA); Public Resources Code §§ 21000 *et seq.*; the State CEQA Guidelines, 14 C.C.R. §§ 15000 *et seq.*; and the Environmental Guidelines of the City of Placentia. Staff and the Planning Commission both recommend that the City Council exercise its independent judgement and find that TTM 19183 is exempt from CEQA pursuant to State CEQA Guidelines § 15332 (Class 32 – In-Fill Development Projects) as the permit would be issued to an infill development project.

FISCAL IMPACT:

Approval of the Tentative Tract Map to subdivide the property for 39 residential townhome condominium units will generate approximately \$653,568 in Development Impact Fees.

Prepared by:



Lesley Whittaker
Associate Planner

Reviewed and approved:



Joseph M. Lambert
Director of Development Services

Reviewed and approved:



Jennifer Lampman
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Resolution No. R-2023-14 Related to TTM 19183
Attachment A: Conditions of Approval for Tentative Tract Map No. 19183
2. Resolution No. 2023-02
3. TTM 19183 Subdivision Map and Project Plans
4. Planning Commission Staff Report for TTM 19183, DPR 2022-01, UP 2022-01, and Attachments Thereto (Attachments 4-6 of the Planning Commission Staff Report)

RESOLUTION NO. R-2023-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, ADOPTING A CATEGORICAL EXEMPTION PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (PUBLIC RESOURCES CODE §§ 21000-21177 AND §15000 *ET SEQ.* OF TITLE 14 OF THE CALIFORNIA CODE OF REGULATIONS) (CEQA) AND APPROVING TENTATIVE TRACT MAP (TTM) 19183 PERTAINING TO THE SUBDIVISION OF PROPERTY LOCATED AT 1952 AND 1958 EAST VETERANS WAY FOR 39 RESIDENTIAL TOWNHOME UNITS FOR CONDOMINIUM PURPOSES ON THE SUBJECT 1.3-ACRE PROPERTY LOCATED WITHIN THE HIGH DENSITY RESIDENTIAL (R-3) ZONING DISTRICT AND MAKING FINDINGS IN SUPPORT THEREOF

A. Recitals.

WHEREAS, On February 14, 2023, the Planning Commission of the City of Placentia conducted, and concluded, a duly noticed public hearing, as required by law, recommending to the City Council of the City of Placentia, approval of Tentative Tract Map No. TTM 19183 for the property located at 1952 and 1958 East Veterans Way.

WHEREAS, The Planning Commission heard testimony, received a report and other relevant information from City staff and members of the public including Alan Toffoli, of Toffoli Investments, LLC. (“Applicant” hereinafter), regarding a Tentative Tract Map application.

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

B. Resolution.

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

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

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

a. The proposed project will not be: (1) detrimental to the health, safety or general welfare of the persons residing or working within the neighborhood of the proposed development or within the city, or (2) injurious to the property or improvements within the neighborhood or within the city. The subject subdivision is not likely to cause serious public health problems. Subject to compliance with the attached Conditions of Approval set forth in Attachment "1.A." of the staff report (Attachment A to this Resolution) and by this reference incorporated herein and Standard Development Requirements, the project complies with all applicable code requirements and development standards of the "R-3" High Density Residential Zoning District and Title 22, and with other applicable regulations of the Placentia Municipal Code (PMC).

b. The proposed use and proposed subdivision is consistent with the City's General Plan and the Placentia Municipal Code. The General Plan Land Use designation for the subject site is High-Density Residential, and the proposed use does not involve any change in the allowable land use of the subject site. The proposed project involves the subdivision of a 1.3-acre parcel into 39 residential condominiums (townhomes) consistent with the "R-3" High Density Residential Zoning District and consistent with the General Plan Land Use designation. Therefore, the site is physically suitable for the proposed type and density of development as it is in conformance with the PMC and General Plan.

c. The proposed project as presented in the staff report and accompanying plans complies with all requirements of Chapter 23.21 of the PMC. City Staff carefully examined the proposed subdivision against the applicable development regulations prescribed in Title 23 (Zoning Ordinance) and Title 22 and determined it to be in substantial compliance. The proposed subdivision includes Conditions of Approval and Standard Development Requirements to ensure full compliance with applicable code requirements and to ensure full compliance with the General Plan, and with applicable design improvements required therein.

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

e. That the proposed subdivision map is consistent with the General Plan and with all provisions of Title 22 of the PMC. The proposed Tentative Tract Map application is to subdivide an existing 1.3 acre property into 39 residential condominiums (townhomes). Therefore, the proposed Tentative Tract Map and it's designs and proposed improvements are consistent with all polices, programs, and goals of the General Plan and PMC.

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

g. That the design of the subdivision or the proposed improvements is not likely to cause substantial environmental damage or substantially and avoidably injure wildlife or their habitat. The subject site is an underutilized and vacant property that has only limited vegetation. There are no known areas within the City that host wildlife or their habitat. In addition, neither the design nor types of improvements associated with the Tentative Tract Map are likely to cause serious public health problems.

Section 3. a. The City Council of the City of Placentia finds that TTM 19183 is exempt from the California Environmental Quality Act (“CEQA”), Public Resources Code §§ 21000 *et seq.*, the State CEQA Guidelines, 14 C.C.R. §§ 15000 *et seq.*, and the Environmental Guidelines of the City of Placentia pursuant to the State CEQA Guidelines § 15332 (Class 32 – Infill Development Project) as this subdivision will result in the division of property in an urbanized area zoned for residential use and located in an infill area, consisting of less than five acres The division is in conformance with the General Plan and zoning, no variances or exceptions are required, all services and access to the proposed subdivision for condominium purposes to local standards are available, the parcel was not involved in a division of a larger parcel within the previous 2 years, and the parcel does not have an average slope greater than 20 percent;

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

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

Section 4. Based upon the findings and conclusions set forth herein, the City Council hereby approves Tentative Tract Map 19183, as modified herein, and specifically subject to the conditions set forth in Attachment “1.A.” of the staff report (Attachment A to this Resolution) attached hereto and by this reference incorporated herein.

PASSED, ADOPTED and APPROVED this 21st day of March 2023.

Ward L. Smith, 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 21st day of March 2023 by the following vote:

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

Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

Christian Bettenhausen, City Attorney

**Attachment “A”
Special Conditions of Approval for
Tentative Tract Map No. TTM 19183
1952 and 1958 East Veterans Way**

SPECIAL CONDITIONS

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

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

DEVELOPMENT SERVICES DEPARTMENT – PLANNING DIVISION:

1. Failure to abide by and faithfully comply with any and all conditions attached to this action shall constitute grounds for revocation or amendment of said actions by the City of Placentia Planning Commission.
2. The applicant shall, as a condition of project approval, at its sole expense, defend, indemnify and hold harmless the City, its officers, employees, agents and consultants from any claim, action, proceeding, liability or judgment against the City, its officers, employees, agents and/or consultants, which action seeks to set aside, void, annul or otherwise challenge any approval by the City Council, Planning Commission, or other City decision-making body or City staff action concerning applicant’s project. The applicant shall pay the City’s defense costs, including attorney fees and all other litigation-related expenses, and shall reimburse the City for any and all court costs, which the City may be required to pay as a result of such defense. The applicant shall further pay any adverse financial award which may issue against the City including but not limited to any award of attorney fees to a party challenging such project approval. The City shall retain the right to select its counsel of choice in any action referred to herein. The City agrees to promptly notify the applicant of any such claim filed against the City and to fully cooperate in the defense of any such action.
3. Approval of Tentative Tract Map No. TTM 19183 and the final map is contingent upon City Council Approval.
4. TTM 19183 shall expire twenty-four (24) months after approval or conditional approval if a final map is not recorded. Upon written request, by the developer, the time limit may be extended an additional twelve (12) months by City Council.
5. A final map shall be prepared by or under the direction of a registered Civil engineer or licensed land surveyor in the State, as provided for in the Business and Professions Code.

6. TTM 19183 shall comply with the applicable requirements of Title 22 Subdivisions of the Placentia Municipal Code.
7. Any modifications to the approved floor plan/site plan and any modifications which will change, expand or intensify the use shall be subject to review and approval by the Director of Development Services. The Director of Development Services or his or her designee may determine if such modifications require approval by the Placentia Planning Commission or may be approved administratively by City staff.
8. Prior to final release of the residential units for occupancy, all Special Conditions of Approval and Standard Development Requirements shall have been completed and final inspections approved for their respective portion.
9. The approval of Tentative Tract Map No. TTM 19183 shall be contingent upon approval of Development Plan Review No. DPR 2022-01 and Use Permit No. UP 2022-01. In the event the TTM is denied, approval of any of the aforementioned DPR and UP entitlements shall be deemed to be null and void. In the event the DPR and UP are denied, TTM 19183 shall be deemed null and void.
10. Comply with all applicable conditions of approval of DPR 2022-01 and UP 2022-01.

PUBLIC WORKS – ENGINEERING DIVISION:

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

Final Map

12. Applicant shall provide a quitclaim or relocation of any existing easements that affect the proposed development in addition to all the necessary easements and dedications for all the street improvements and access to the property by the City.
13. The applicant shall prepare and submit a preliminary title report not older than 90 days.
14. Prior to approval of the Final Map, pursuant to the Subdivision Improvement Agreement for Public Improvements, the developer shall provide security in an amount specified in writing by the Registered Civil Engineer or a Licensed Land Surveyor of record. The developer shall enter into an agreement providing for the necessary right-of-way, design, and construction of missing public improvements, which shall be constructed in coordination with adjacent existing improvements prior to occupancy of the development and subject to review and approval by the City Engineer.

15. Prior to the exoneration of any security, the applicant shall submit one (1) duplicate Mylar of the final map and all as built public improvement plans, in a manner acceptable to the City Engineer.
16. Developer shall provide CASp inspection and Certification of all improvements located within the public Right-of-way as ADA compliant.
17. This project falls under the City's Municipal Code: 8.04.390 Special requirements for construction/deconstruction waste. This is to ensure the diversion of at least fifty (50) percent of all construction/deconstruction waste generated within the city the following special requirements apply to all covered projects as listed in Section 8.04.400:
 - a. All contractors or owner-builders applying for a permit are required to complete a project form and attest that only an authorized city agent will be used to haul debris and other solid waste generated by that project.
 - b. All contractors or owner-builders are required to place a deposit with the city to ensure their compliance with the required use of an authorized city agent. The specific deposit amount shall be an equivalent to One (1.00) percent of the total project value.
 - c. Upon completion of the project, and if proof deemed satisfactory by the city confirms that all solid waste hauling for that project was done by an authorized city agent then a full refund of the deposit will be made. Acceptable forms of proof are weight tickets, collection receipts, billings, or similar statements from an authorized city agent showing that they performed solid waste collection at the location established for that project. It is the contractor's or owner-builders' responsibility to provide receipts covering all hauling activity for that project. Failure to provide complete records will be deemed as noncompliance.
 - d. Failure to provide receipts or other acceptable proof of compliance for all solid waste hauling on a project will result in the forfeiture of one hundred (100) percent of deposited funds. (O-2011-08 § 2, 2011)
18. Prior to recordation of the final map, the public improvement plans as required shall be prepared and signed by the City Engineer.
19. Applicant shall provide a quitclaim or relocation of any easement(s) that affects the proposed development. The developer will accept and take over all the existing Slope and Maintenance Easement Deeds on both Parcels A & B, being developed. The City will Quitclaim these deeds to the developer prior to the approval of the final map.
20. The applicant shall prepare and submit a preliminary title report no older than 90 days.

21. Prior to approval of the Final Map, pursuant to the Subdivision Improvement Agreement for Public Improvements and survey Monumentation, the developer shall provide security in an amount specified in writing by the Registered Civil Engineer or a Licensed Land Surveyor of record. The developer shall enter into an agreement providing for the necessary right-of-way, design, and construction of missing public improvements, which shall be constructed in coordination with adjacent existing improvements prior to occupancy of the development and subject to review and approval by the City Engineer.
22. The applicant shall establish a Homeowner's association (HOA) for the purpose of maintaining all private access, common lots, onsite fire hydrant, common sewer line, WQMP, LIP, open space, storm drainage and emergency opening of security gate. The association is subject to the review and approval of the Director of Public Works and City Attorney and shall be recorded concurrently with the final map.
23. Prior to the exoneration of any security, the applicant shall submit one (1) duplicate Mylar of the final map and all as built public improvement plans, in a manner acceptable to the City Engineer. The computer analysis may be submitted on a CD with a proper labeled.
24. Applicant shall provide a quitclaim or relocation of any easement(s) that affects the proposed development.
25. The applicant shall prepare and submit a preliminary title report no older than 90 days.
26. Prior to approval of the Final Map, pursuant to the Subdivision Improvement Agreement for Public Improvements and survey Monumentation, the developer shall provide security in an amount specified in writing by the Registered Civil Engineer or a Licensed Land Surveyor of record. The developer shall enter into an agreement providing for the necessary right-of-way, design and construction of missing public improvements, which shall be constructed in coordination with adjacent existing improvements prior to occupancy of the development and subject to review and approval by the City Engineer.
27. The applicant shall establish a Homeowner's association (HOA) for the purpose of maintaining all private access, common lots, onsite fire hydrant, common sewer line, WQMP, LIP, open space, storm drainage and emergency opening of security gate. The association is subject to the review and approval of the Director of Public Works and City Attorney and shall be recorded concurrently with the final map.
28. Prior to the exoneration of any security, the applicant shall submit one (1) duplicate Mylar of the final map and all as built public improvement plans, in a manner acceptable to the City Engineer. The computer analysis may be submitted on a CD with a proper labeled.

RESOLUTION NO. PC-2023-02

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF PLACENTIA RECOMMENDING TO THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, APPROVAL OF TENTATIVE TRACT MAP NO. TTM 19183 FOR THE SUBDIVISION OF 39 RESIDENTIAL TOWNHOME UNITS FOR CONDOMINIUM PURPOSES ON A 1.3-ACRE LOT LOCATED WITHIN THE HIGH DENSITY RESIDENTIAL (R-3) ZONING DISTRICT LOCATED AT 1952 AND 1958 EAST VETERANS WAY (APN: 346-331-33 & 346-331-35) AND MAKING FINDINGS THAT THE PROJECT IS CATEGORICALLY EXEMPT PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) SET FORTH IN TITLE 14 CCR § 15332 (CLASS 32 – INFILL DEVELOPMENT PROJECTS) AND THE CITY OF PLACENTIA ENVIRONMENTAL GUIDELINES.

A. Recitals.

WHEREAS, On February 14, 2023, the Planning Commission of the City of Placentia conducted, and concluded, a duly noticed public hearing, as required by law, recommending to the City Council of the City of Placentia, approval of Tentative Tract Map No. TTM 19183 for the project located at 1952 and 1958 East Veterans Way.

WHEREAS, The Planning Commission heard testimony, received a report and other relevant information from City staff and members of the public regarding Veterans Way Development, c/o Alan Toffoli, application for a Tentative Tract Map.

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

B. Resolution.

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

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

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

a. The proposed project will not be: (1) detrimental to the health, safety or general welfare of the persons residing or working within the neighborhood of the proposed development or within the city, or (2) injurious to the property or improvements

within the neighborhood or within the city. Subject to compliance with the attached Conditions of Approval set forth in Attachment "A" of this Resolution and by this reference incorporated herein and Standard Development Requirements, the project complies with all applicable code requirements and development standards of the High Density Residential (R-3) Zoning District and Title 22, and with other applicable regulations of the Placentia Municipal Code (PMC).

b. The proposed use is consistent with the City's General Plan. The General Plan Land Use designation for the subject site is "High Density Residential", and the proposed use does not involve any change in the land use of the subject site. The proposed project involves the development of four, three-story, multi-family buildings consisting of a total of 39 residential townhome units.

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

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

e. That the proposed map is consistent with the General Plan. The proposed Tentative Tract Map is to support the construction of four, three-story, multi-family buildings consisting of a total of 39 residential town home units on the site. The proposed residential development is consistent with all polices, programs, and goals of the General Plan.

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

g. That the design of the subdivision or type of improvements is not likely to cause serious public health problems. The proposed subdivision is to allow the formation and subdivision of 39 residential condominium units within the City of Placentia that will accommodate four residential townhome buildings.

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

i. That the design of the subdivision or the proposed improvements is not likely to cause substantial environmental damage or substantially and avoidably injure wildlife or their habitat. The subject site is an underutilized property, with a legal non-conforming single-family residential home and limited vegetation. There are no known areas within the City that host wildlife or their habitat, most particularly species.

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

k. The proposed development's site plan and its design features, including architecture and landscaping are consistent with the General Plan, and will integrate harmoniously with and enhance the character and design of the site, the immediate neighborhood, and the surrounding areas of the City.

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

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

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

Section 4. Based upon the findings and conclusions set forth herein, this Planning Commission hereby recommends that City Council approve Tentative Tract Map 19183, as modified herein, and specifically subject to the conditions set forth in Attachment "A" attached hereto and by this reference incorporated herein.

Section 5. The Secretary to the Planning Commission shall:

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

ADOPTED AND APPROVED THIS 14TH DAY OF FEBRUARY 2023.

FRANK PEREZ, CHAIR

I, Joseph M. Lambert, Secretary to the Planning Commission of the City of Placentia, do hereby certify that the foregoing Resolution was introduced at a regular meeting of the Planning Commission of the City of Placentia held on the 14th day of February, 2023, and was passed at this regular meeting of the Planning Commission of the City of Placentia held on the 14th day of February, 2023, by the following vote:

AYES:	COMMISSION MEMBERS: ROCKE, EVANS, POLICHETTI, KELLER, SILVESTRI
NOES:	COMMISSION MEMBERS: NONE
ABSENT:	COMMISSION MEMBERS: PEREZ
ABSTAINED:	COMMISSION MEMBERS: NONE

ATTEST:

JOSEPH M. LAMBERT,
SECRETARY TO THE PLANNING COMMISSION

APPROVED AS TO FORM:

CITY ATTORNEY

Attachment A: Conditions of Approval for Tentative Tract Map No. 19183

**Attachment “A”
Special Conditions of Approval for
Tentative Tract Map No. TTM 19183
1952 and 1958 East Veterans Way**

SPECIAL CONDITIONS

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

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

DEVELOPMENT SERVICES DEPARTMENT – PLANNING DIVISION:

1. Failure to abide by and faithfully comply with any and all conditions attached to this action shall constitute grounds for revocation or amendment of said actions by the City of Placentia Planning Commission.
2. The applicant shall, as a condition of project approval, at its sole expense, defend, indemnify and hold harmless the City, its officers, employees, agents and consultants from any claim, action, proceeding, liability or judgment against the City, its officers, employees, agents and/or consultants, which action seeks to set aside, void, annul or otherwise challenge any approval by the City Council, Planning Commission, or other City decision-making body or City staff action concerning applicant’s project. The applicant shall pay the City’s defense costs, including attorney fees and all other litigation-related expenses, and shall reimburse the City for any and all court costs, which the City may be required to pay as a result of such defense. The applicant shall further pay any adverse financial award which may issue against the City including but not limited to any award of attorney fees to a party challenging such project approval. The City shall retain the right to select its counsel of choice in any action referred to herein. The City agrees to promptly notify the applicant of any such claim filed against the City and to fully cooperate in the defense of any such action.
3. Approval of Tentative Tract Map No. TTM 19183 and the final map is contingent upon City Council Approval.
4. TTM 19183 shall expire twenty-four (24) months after approval or conditional approval if a final map is not recorded. Upon written request, by the developer, the time limit may be extended an additional twelve (12) months by City Council.

5. A final map shall be prepared by or under the direction of a registered Civil engineer or licensed land surveyor in the State, as provided for in the Business and Professions Code.
6. TTM 19183 shall comply with the applicable requirements of Title 22 Subdivisions of the Placentia Municipal Code.
7. Any modifications to the approved floor plan/site plan and any modifications which will change, expand or intensify the use shall be subject to review and approval by the Director of Development Services. The Director of Development Services or his or her designee may determine if such modifications require approval by the Placentia Planning Commission or may be approved administratively by City staff.
8. Prior to final release of the residential units for occupancy, all Special Conditions of Approval and Standard Development Requirements shall have been completed and final inspections approved for their respective portion.
9. The approval of Tentative Tract Map No. TTM 19183 shall be contingent upon approval of Development Plan Review No. DPR 2022-01 and Use Permit No. UP 2022-01. In the event the TTM is denied, approval of any of the aforementioned DPR and UP entitlements shall be deemed to be null and void. In the event the DPR and UP are denied, TTM 19183 shall be deemed null and void.
10. Comply with all applicable conditions of approval of DPR 2022-01 and UP 2022-01.

PUBLIC WORKS – ENGINEERING DIVISION:

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

Final Map

12. Applicant shall provide a quitclaim or relocation of any existing easements that affect the proposed development in addition to all the necessary easements and dedications for all the street improvements and access to the property by the City.
13. The applicant shall prepare and submit a preliminary title report not older than 90 days.
14. Prior to approval of the Final Map, pursuant to the Subdivision Improvement Agreement for Public Improvements, the developer shall provide security in an amount specified in writing by the Registered Civil Engineer or a Licensed Land Surveyor of record. The developer shall enter into an agreement providing for the necessary right-of-way, design, and construction of missing public improvements, which shall be constructed in coordination with adjacent existing improvements prior

to occupancy of the development and subject to review and approval by the City Engineer.

15. Prior to the exoneration of any security, the applicant shall submit one (1) duplicate Mylar of the final map and all as built public improvement plans, in a manner acceptable to the City Engineer.
16. Developer shall provide CASp inspection and Certification of all improvements located within the public Right-of-way as ADA compliant.
17. This project falls under the City's Municipal Code: 8.04.390 Special requirements for construction/deconstruction waste. This is to ensure the diversion of at least fifty (50) percent of all construction/deconstruction waste generated within the city the following special requirements apply to all covered projects as listed in Section 8.04.400:
 - a. All contractors or owner-builders applying for a permit are required to complete a project form and attest that only an authorized city agent will be used to haul debris and other solid waste generated by that project.
 - b. All contractors or owner-builders are required to place a deposit with the city to ensure their compliance with the required use of an authorized city agent. The specific deposit amount shall be an equivalent to One (1.00) percent of the total project value.
 - c. Upon completion of the project, and if proof deemed satisfactory by the city confirms that all solid waste hauling for that project was done by an authorized city agent then a full refund of the deposit will be made. Acceptable forms of proof are weight tickets, collection receipts, billings, or similar statements from an authorized city agent showing that they performed solid waste collection at the location established for that project. It is the contractor's or owner-builders' responsibility to provide receipts covering all hauling activity for that project. Failure to provide complete records will be deemed as noncompliance.
 - d. Failure to provide receipts or other acceptable proof of compliance for all solid waste hauling on a project will result in the forfeiture of one hundred (100) percent of deposited funds. (O-2011-08 § 2, 2011)
18. Prior to recordation of the final map, the public improvement plans as required shall be prepared and signed by the City Engineer.
19. Applicant shall provide a quitclaim or relocation of any easement(s) that affects the proposed development. The developer will accept and take over all the existing Slope

and Maintenance Easement Deeds on both Parcels A & B, being developed. The City will Quitclaim these deeds to the developer prior to the approval of the final map.

20. The applicant shall prepare and submit a preliminary title report no older than 90 days.
21. Prior to approval of the Final Map, pursuant to the Subdivision Improvement Agreement for Public Improvements and survey Monumentation, the developer shall provide security in an amount specified in writing by the Registered Civil Engineer or a Licensed Land Surveyor of record. The developer shall enter into an agreement providing for the necessary right-of-way, design, and construction of missing public improvements, which shall be constructed in coordination with adjacent existing improvements prior to occupancy of the development and subject to review and approval by the City Engineer.
22. The applicant shall establish a Homeowner's association (HOA) for the purpose of maintaining all private access, common lots, onsite fire hydrant, common sewer line, WQMP, LIP, open space, storm drainage and emergency opening of security gate. The association is subject to the review and approval of the Director of Public Works and City Attorney and shall be recorded concurrently with the final map.
23. Prior to the exoneration of any security, the applicant shall submit one (1) duplicate Mylar of the final map and all as built public improvement plans, in a manner acceptable to the City Engineer. The computer analysis may be submitted on a CD with a proper labeled.
24. Applicant shall provide a quitclaim or relocation of any easement(s) that affects the proposed development.
25. The applicant shall prepare and submit a preliminary title report no older than 90 days.
26. Prior to approval of the Final Map, pursuant to the Subdivision Improvement Agreement for Public Improvements and survey Monumentation, the developer shall provide security in an amount specified in writing by the Registered Civil Engineer or a Licensed Land Surveyor of record. The developer shall enter into an agreement providing for the necessary right-of-way, design and construction of missing public improvements, which shall be constructed in coordination with adjacent existing improvements prior to occupancy of the development and subject to review and approval by the City Engineer.
27. The applicant shall establish a Homeowner's association (HOA) for the purpose of maintaining all private access, common lots, onsite fire hydrant, common sewer line, WQMP, LIP, open space, storm drainage and emergency opening of security gate. The association is subject to the review and approval of the Director of Public Works and City Attorney and shall be recorded concurrently with the final map.
28. Prior to the exoneration of any security, the applicant shall submit one (1) duplicate

Mylar of the final map and all as built public improvement plans, in a manner acceptable to the City Engineer. The computer analysis may be submitted on a CD with a proper labeled.

SHEET INDEX

SHEET 1 TENTATIVE TRACT MAP
 SHEET 2 PRELIMINARY GRADING & UTILITY PLAN
 SHEET 3 CIRCULATION & PARKING PLAN

OWNER/SUBDIVIDER

TOFFOLI INVESTMENTS, LLC
 3 HUGHES
 IRVINE, CALIFORNIA 92618
 PHONE: (949) 768-2535

ENGINEER INFORMATION

CAV CONSULTING, INC.
 9830 IRVINE CENTER DRIVE
 IRVINE, CALIFORNIA 92618
 PHONE: (949) 916-3800

SOILS ENGINEER

ALTA CALIFORNIA GEOTECHNICAL, INC.
 170 N. MAPLE STREET, SUITE 108
 CORONA, CA 92880
 PHONE: (951) 509-7090

SITE ADDRESS

1952 & 1958 E. VETERANS WAY
 PLACENTIA, CA 92870

ASSESSOR'S PARCEL NUMBERS:

PARCEL A 346-331-33, PORTION OF OLD - 06
 PARCEL B 346-331-35, PORTION OF OLD - 07

LEGAL DESCRIPTION

PARCEL A (APN: 346-331-33 PORTION OF OLD -06):

A PORTION OF LOT 4 IN BLOCK 36 OF THE YORBA LINDA TRACT, IN THE CITY OF PLACENTIA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 5, PAGES 17 AND 18 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 4 AND RUNNING THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 4, 248.77 FEET; THENCE EASTERLY PARALLEL WITH THE SOUTH LINE OF SAID LOT 4, 254.41 FEET TO THE TRUE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED AND RUNNING THENCE FROM SAID TRUE POINT OF BEGINNING EASTERLY PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 4, 140.25 FEET TO A POINT; THENCE NORTHERLY PARALLEL WITH THE EASTERLY LINE OF SAID LOT 4, 246.25 FEET TO A POINT IN THE NORTHERLY LINE OF SAID LOT 4; THENCE WESTERLY ALONG SAID NORTHERLY LINE 141.72 FEET TO THE NORTHEAST CORNER OF THAT CERTAIN PROPERTY CONVEYED TO BIBIANO DE LOS REYES BY DEED DATED MARCH 31, 1931; THENCE SOUTHERLY IN A DIRECT LINE 265.75 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION OF LOT 4 IN BLOCK 46 OF THE YORBA LINDA TRACT IN BOOK 5, PAGES 17 AND 18 OF MISCELLANEOUS MAPS, AS EXCEPTED IN FEE SIMPLE TO THE ORANGE COUNTY TRANSPORTATION AUTHORITY, A PUBLIC ENTITY, IN DEED RECORDED JANUARY 11, 2019 AS INSTRUMENT NO. 2019000011023 OF OFFICIAL RECORDS.

PARCEL B (APN: 346-331-35, PORTION OF OLD -07):

THAT PORTION OF LOT 4, BLOCK 36 OF THE YORBA LINDA TRACT, IN THE CITY OF PLACENTIA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 5, PAGES 17 AND 18 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 4 AND RUNNING THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 4, 248.77 FEET; THENCE EASTERLY, PARALLEL WITH THE SOUTH LINE OF SAID LOT 4, 123.31 FEET TO THE TRUE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; RUNNING THENCE FROM SAID TRUE POINT OF BEGINNING EASTERLY, PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 4, 130.60 FEET TO A POINT; THENCE NORTHERLY, PARALLEL WITH THE EASTERLY LINE OF SAID LOT 4, 265.75 FEET, TO A POINT IN THE NORTHERLY LINE OF SAID LOT 4; THENCE WESTERLY ALONG SAID NORTHERLY LINE, 131.97 FEET TO THE NORTHEAST CORNER OF THAT OF THAT CERTAIN PROPERTY CONVEYED TO VICENTE DE LOS REYES BY DEED DATED MARCH 31, 1931; THENCE SOUTHERLY IN A DIRECT LINE 283.90 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 4 IN BLOCK 36 OF THE YORBA LINDA TRACT IN THE CITY OF PLACENTIA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 5, PAGES 17 AND 18 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AS DESCRIBED IN THE ORDER SETTLING FINAL ACCOUNT AND DECREE OF DISTRIBUTION TO ELMER DE LOS REYES, ET AL., RECORDED MAY 13, 1960 IN BOOK 5243, PAGES 516 OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER, THAT LIES SOUTHERLY OF A LINE WHICH IS PARALLEL AND CONCENTRIC WITH AND NORTHERLY 28.00 FEET FROM THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE CENTERLINE OF FEE ANA STREET DISTANCE SOUTH 00°23'34" EAST, 323.72 FEET FROM THE INTERSECTION OF SAID CENTERLINE WITH THE CENTERLINE OF ORANGETHORPE AVENUE; THENCE NORTH 89°37'35" EAST, 61.00 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 500.00 FEET; THENCE EASTERLY 132.18 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°08'48"; THENCE TANGENT TO SAID CURVE SOUTH 75°13'37" EAST, 912.31 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 1000.00 FEET; THENCE EASTERLY 126.29 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°14'09"; THENCE TANGENT TO SAID CURVE SOUTH 82°27'46" EAST, 312.63 FEET TO A POINT ON THE CENTERLINE OF TAYLOR STREET DISTANT SOUTH 00°48'16" EAST, 413.51 FEET FROM THE INTERSECTION OF SAID CENTERLINE WITH THE CENTERLINE OF SAID ORANGETHORPE AVENUE AS SAID CENTERLINE IS LOCATED EASTERLY OF SAID CENTERLINE OF TAYLOR STREET AS GRANTED TO ORANGE COUNTY FLOOD CONTROL DISTRICT IN DEED RECORDED NOVEMBER 23, 1962 IN BOOK 6332, PAGES 788 OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM, THAT PORTION OF LOT 4 IN BLOCK 46 OF THE YORBA LINDA TRACT IN BOOK 5, PAGES 17 AND 18 OF MISCELLANEOUS MAPS, DESCRIBED AND SHOWN AS LAK-015-01 IN FAVOR OF THE ORANGE COUNTY TRANSPORTATION AUTHORITY, A PUBLIC AGENCY BY FINAL ORDER OF CONDEMNATION RECORDED MARCH 27, 2019 AS INSTRUMENT NO. 2019000097312 OFFICIAL RECORDS.

LOT AREA

GROSS: 1.30 AC (56,629 SF)

FLOOD ZONE

THE SUBJECT PROPERTY FALLS WITHIN "ZONE X 0.2% ANNUAL CHANCE FLOOD HAZARD" PER FEMA MAP NO. 06059C0152J, A PRINTED PANEL, EFFECTIVE DECEMBER 3, 2009 (TABLE A-3).

DEMOLITION NOTES:

- 1) ALL EXISTING BUILDINGS LOCATED WITHIN THE PROPERTY SHALL BE DEMOLISHED AND REMOVED
- 2) ALL EXISTING FENCES/SCREEN WALLS WITHIN THE PROPERTY SHALL BE DEMOLISHED AND REMOVED
- 3) ALL EXISTING FENCES/SCREEN WALLS LOCATED ON OR NEAR THE PROPERTY LINE SHALL BE PROTECTED IN PLACE OR RELOCATED, WHERE POSSIBLE.

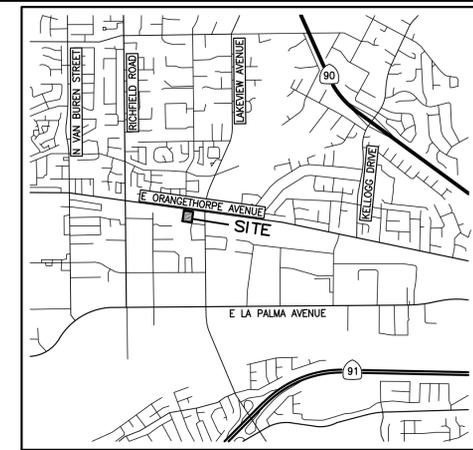
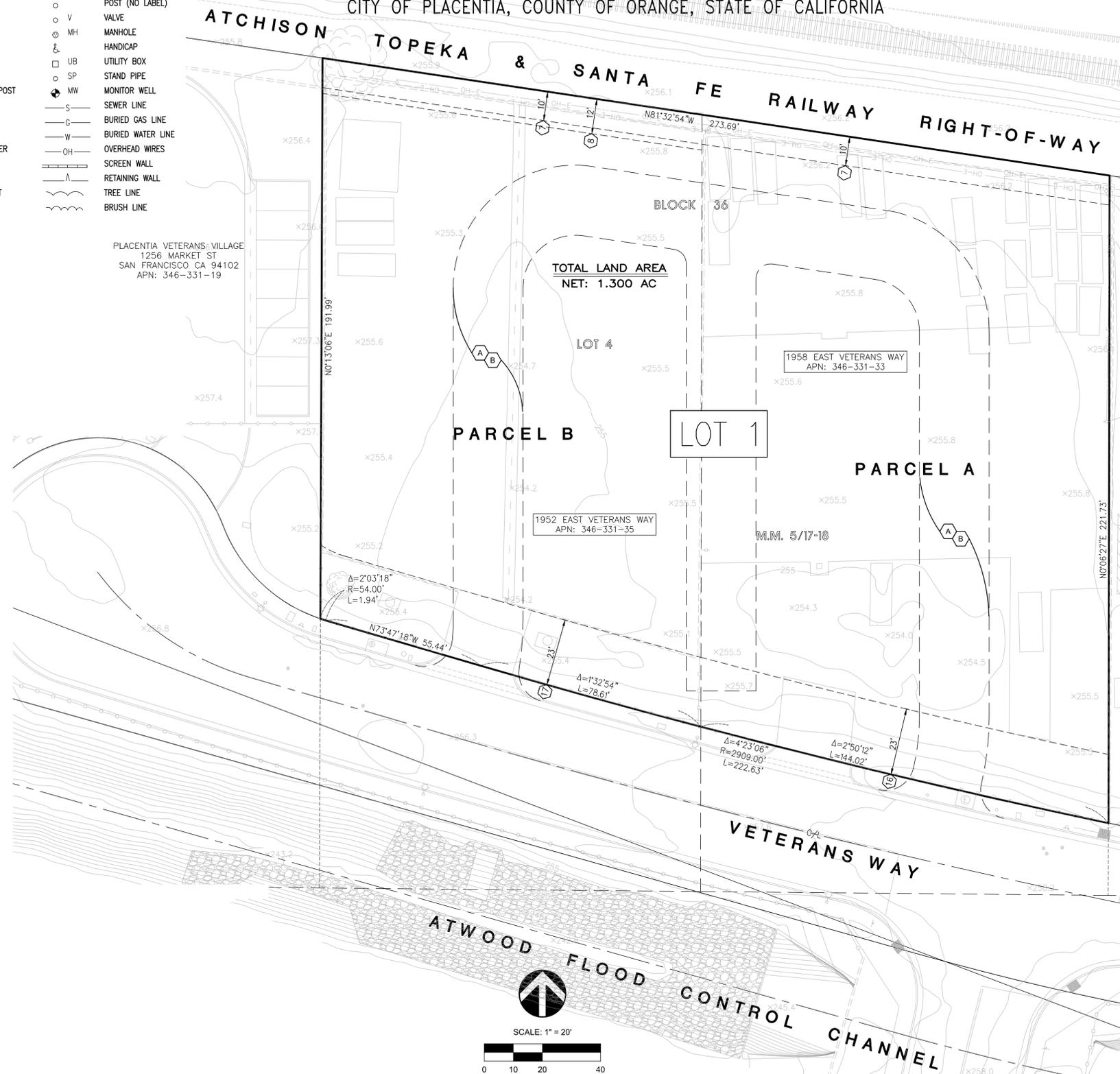
LEGEND

- | | | | |
|------|-----------------|---|---------------------|
| CONC | CONCRETE | — | EXISTING ESMT |
| ASPH | ASPHALT | ● | POWER POLE |
| ○ | TREE | ↑ | GUYWIRE/ANCHOR |
| ○ | BUSH | □ | METER |
| ○ | PALM TREE | ○ | POST (NO LABEL) |
| ○ | MAIL BOX | ○ | V VALVE |
| ○ | STREET LIGHT | ⊗ | MH MANHOLE |
| ○ | SIGN (10') | ⊗ | HANDICAP |
| ○ | SIGN (5') | □ | UB UTILITY BOX |
| ○ | LARGE SIGN POST | ○ | SP STAND PIPE |
| ○ | LS | ⊕ | MW MONITOR WELL |
| □ | CB CATCH BASIN | — | S SEWER LINE |
| □ | DI DROP INLET | — | G BURIED GAS LINE |
| □ | LP LIGHT POLE | — | W BURIED WATER LINE |
| ○ | M PARKING METER | — | OH OVERHEAD WIRES |
| ○ | DI DROP INLET | — | SCREEN WALL |
| ○ | S SIGN | — | RETAINING WALL |
| + | FH FIRE HYDRANT | — | TREE LINE |
| | | — | BRUSH LINE |

PLACENTIA VETERANS VILLAGE
 1256 MARKET ST
 SAN FRANCISCO CA 94102
 APN: 346-331-19

TENTATIVE TRACT MAP NO. 19183

FOR CONDOMINIUM PURPOSES
 CITY OF PLACENTIA, COUNTY OF ORANGE, STATE OF CALIFORNIA



TITLE INFORMATION

THE FOLLOWING TITLE INFORMATION WAS DERIVED FROM A PRELIMINARY REPORT FOR TITLE INSURANCE PREPARED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, ORDER NO.: 989-30054127-A-BAM, AND BEING DATED SEPTEMBER 24, 2020 AT 7:30 AM., AMENDED OCTOBER 6, 2020

EXCEPTIONS

- # DENOTES PLOTTED ITEM.
- 4 EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT IN FAVOR OF: YORBA LINDA WATER COMPANY
 PURPOSE: WATER RIGHTS AND RIGHTS OF WAY
 RECORDING DATE: NOVEMBER 07, 1911
 RECORDING NO: IN BOOK 203, PAGE 291 DEEDS
 (SAID EASEMENT IS BLANKET IN NATURE FOR WATER RIGHTS)
 - 5 EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS RESERVED IN A DOCUMENT; RESERVED BY: M. N. NEWMARK, ET AL.
 PURPOSE: IRRIGATION OR DRAINAGE DITCHES, PIPE LINES OR CONDUITS AND ROAD PURPOSES
 RECORDING DATE: NOVEMBER 25, 1912
 RECORDING NO: IN BOOK 224, PAGE 1 DEEDS
 (SAID EASEMENT IS BLANKET IN NATURE)
 - 7 EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT; IN FAVOR OF: STANDARD OIL COMPANY
 PURPOSE: PIPE LINES
 RECORDING DATE: OCTOBER 17, 1919
 RECORDING NO: IN BOOK 344, PAGE 255 DEEDS
 - 8 EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT; GRANTED TO: CITY OF PLACENTIA
 PURPOSE: SANITARY SEWER
 RECORDING DATE: APRIL 28, 1972
 RECORDING NO: AS INSTRUMENT NO. 1972-25481, IN BOOK 10103, PAGE 958 OFFICIAL RECORDS
 - 16 EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT; GRANTED TO: CITY OF PLACENTIA, A PUBLIC BODY CORPORATE AND POLITIC
 PURPOSE: A PERMANENT, NON-EXCLUSIVE EASEMENT FOR THE RIGHT TO CONSTRUCT, MAINTAIN AND ADJUST, AS APPLICABLE, A SLOPE AND INCLUDES THE RIGHT OF INGRESS/EGRESS AND APPURTENANCES
 RECORDING DATE: NOVEMBER 26, 2018
 RECORDING NO: AS INSTRUMENT NO. 2018000440772 OFFICIAL RECORDS
 - 17 EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS CONDEMNED BY AN INSTRUMENT; ENTITLED: FINAL ORDER OF CONDEMNATION
 COURT: SUPERIOR
 CASE NO.: 30-2012-00598191
 IN FAVOR OF: ORANGE COUNTY TRANSPORTATION AUTHORITY, A PUBLIC ENTITY
 PURPOSE: SLOPE AND MAINTENANCE
 RECORDING DATE: MARCH 27, 2019
 RECORDING NO: AS INSTRUMENT NO. 2019000097312 OFFICIAL RECORDS
- MATTERS CONTAINED IN THAT CERTAIN DOCUMENT
- ENTITLED: SLOPE AND MAINTENANCE EASEMENT DEED
 EXECUTED BY: ORANGE COUNTY TRANSPORTATION AUTHORITY AND THE CITY OF PLACENTIA
 RECORDING DATE: NOVEMBER 25, 2019
 RECORDING NO: AS INSTRUMENT NO. 2019000491699 OFFICIAL RECORDS

PROPOSED EASEMENTS

- (A) AN EASEMENT FOR EMERGENCY AND SOLID WASTE COLLECTION SERVICE PURPOSES INCLUDING INGRESS AND EGRESS RIGHTS FOR ACCESS PURPOSES AS DEDICATED TO THE CITY OF PLACENTIA.
- (B) AN EASEMENT FOR ROAD, PUBLIC UTILITY AND OTHER PUBLIC PURPOSES AS DEDICATED TO THE CITY OF PLACENTIA.

DEVELOPER : REVISIONS					
NO.	DATE	INITIAL	DESCRIPTION	APP	DATE

OWNER/DEVELOPER:
TOFFOLI INVESTMENTS, LLC
 3 HUGHES, IRVINE, CALIFORNIA 92618

SOILS ENGINEER :
ALTA CALIFORNIA GEOTECHNICAL, INC.
 170 N. MAPLE STREET, SUITE 108
 CORONA, CA 92880
 PHONE (951) 509-7090

PREPARED BY :



TENTATIVE TRACT MAP 19183

DATE: 1/23/2023

SHEET 1 OF 3

SCALE: AS SHOWN DRAWN BY: JV CHECKED BY: JC

CITY OF PLACENTIA

SITE DATA:

LAND AREA
GROSS: 1.30 ACRES

DENSITY
GROSS: 30.0 DU/AC

UNITS
TINY TOWNS 39
TOTAL 39

PARKING
GARAGES STALLS: 66 PROVIDED
OPEN STALLS: 19 PROVIDED
REQUIRED PARKING: 2.15 STALLS/UNIT = 83.85 STALLS

PROPOSED ZONING:
"R-3" HIGH DENSITY MULTIPLE-FAMILY

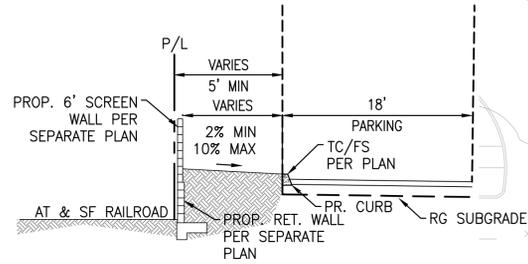
OPEN SPACE
- SQUARE FEET (- ACRES)
REQUIRED: 200 S.F./UNIT = 7,800 S.F. OR 0.18 ACRES

SETBACKS
FRONT - 15 FEET
STREET - 10 FEET
SIDE - 5 FEET
REAR - 10 FEET

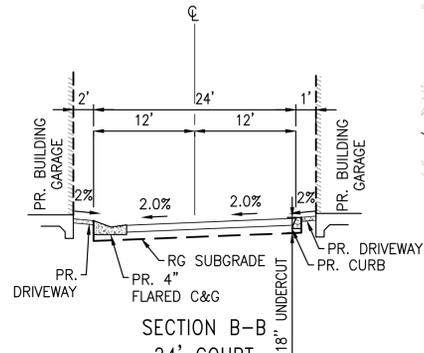
LOT COVERAGE
- SQUARE FEET (- ACRES)
REQUIRED: 60% MAX. = 33,978 S.F. OR 0.78 ACRES

HEIGHT: 35' MAX - PROPOSED 35'-2"

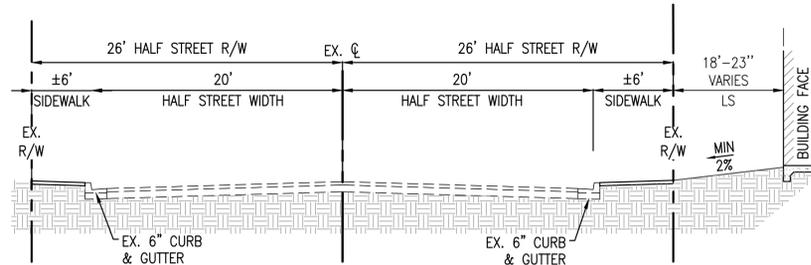
MINIMUM DISTANCE BETWEEN BUILDINGS:
20' MIN. DOUBLE ACCESS
12' MIN. SINGLE ACCESS
10' MIN. BETWEEN ALL OTHER BILLINGS



SECTION A-A
NORTH PROPERTY LINE:
RETAINING WALL CONDITION
NOT TO SCALE



SECTION B-B
24' COURT
NOT TO SCALE



SECTION C-C
VETERANS WAY STREET SECTIONS
52' RIGHT OF WAY
NOT TO SCALE

LEGEND

- 91 — EX. CONTOUR LINE
- — — — — PROPERTY LINE
- — — — — EXISTING CURB AND GUTTER
- — — — — STREET LIGHT
- — FIRE HYDRANT
- — — — — CENTERLINE
- ==== EX. STORM DRAIN LINE
- ==== PROP. STORM DRAIN
- — JUNCTION STRUCTURE
- — MANHOLE
- — CLEANOUT
- — INLET
- 91 — PROP. CONTOUR LINE



DEVELOPER : REVISIONS					
NO.	DATE	INITIAL	DESCRIPTION	APP	DATE

OWNER/DEVELOPER:
TOFFOLI INVESTMENTS, LLC
3 HUGHES, IRVINE, CALIFORNIA 92618

SOILS ENGINEER:
ALTA CALIFORNIA GEOTECHNICAL, INC.
170 N. MAPLE STREET, SUITE 108
COPPOCK, CA 92680
PHONE (951) 509-7090

PREPARED BY:

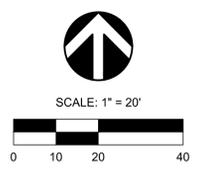


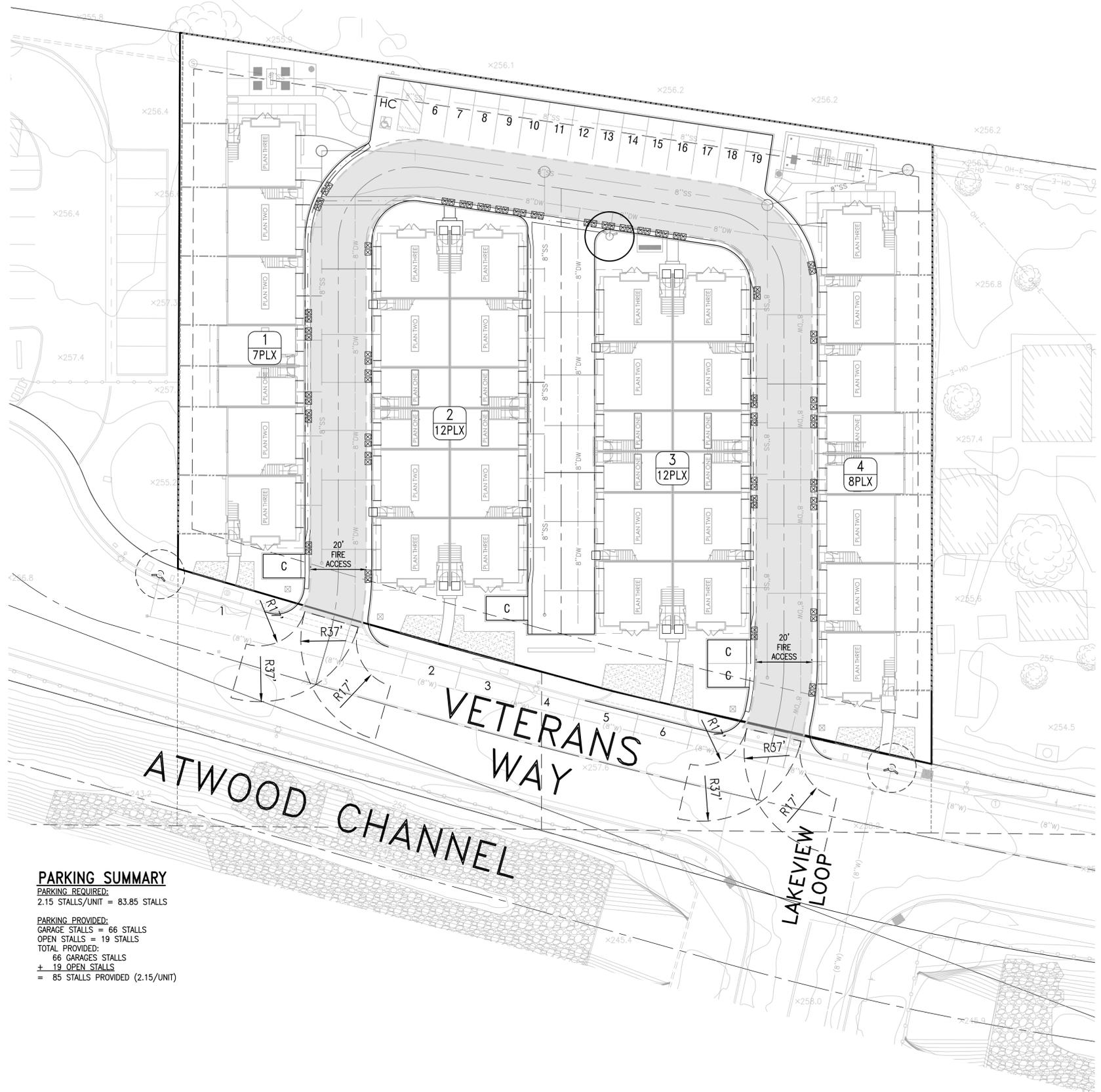
TENTATIVE TRACT MAP 19183
PRELIMINARY GRADING AND UTILITY PLAN

DATE: 1/23/2023
SHEET 2 OF 3

SCALE: AS SHOWN | DRAWN BY: JV | CHECKED BY: JC

CITY OF PLACENTIA





LEGEND

TRASH BIN LOCATIONS

2 CANS PER UNIT:
 - 1 FOR TRASH
 - 1 FOR RECYCLING MATERIALS

ADA PATH OF TRAVEL

BUILDING NUMBER 1
 UNIT NUMBERS 6PLX

PROPOSED FIRE HYDRANT

EXISTING FIRE HYDRANT

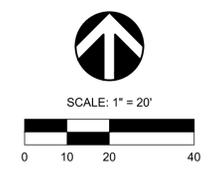
PROPOSED FIRE TRUCK ACCESS

TURNING RADIUS

PARKING SUMMARY

PARKING REQUIRED:
 2.15 STALLS/UNIT = 83.85 STALLS

PARKING PROVIDED:
 GARAGE STALLS = 66 STALLS
 OPEN STALLS = 19 STALLS
TOTAL PROVIDED:
 66 GARAGE STALLS
 + 19 OPEN STALLS
 = 85 STALLS PROVIDED (2.15/UNIT)



DEVELOPER : REVISIONS					
NO.	DATE	INITIAL	DESCRIPTION	APP	DATE

OWNER/DEVELOPER:
TOFFOLI INVESTMENTS, LLC
 3 HUGHES, IRVINE, CALIFORNIA 92618

SOILS ENGINEER :
ALTA CALIFORNIA GEOTECHNICAL, INC.
 170 N. MAPLE STREET, SUITE 108
 OROVIA, CA 92880
 PHONE (951) 509-7090

PREPARED BY :

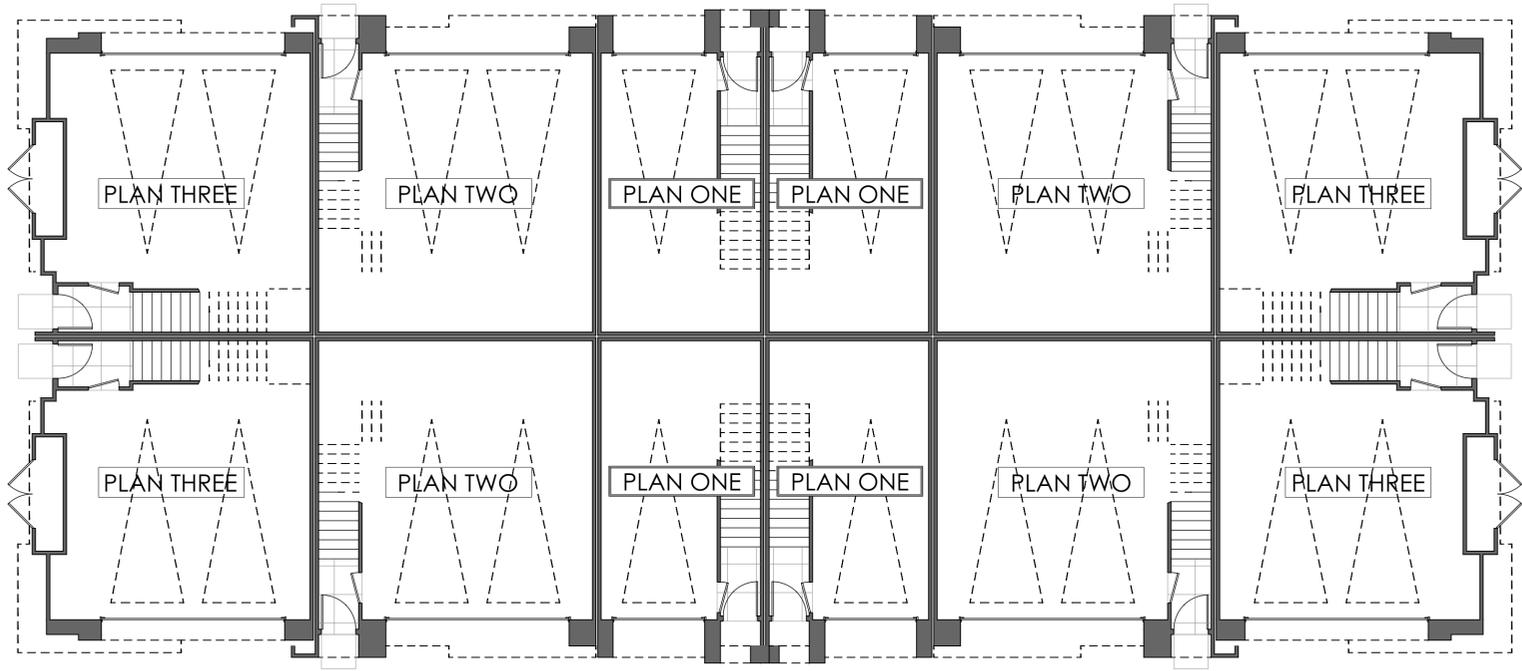


TENTATIVE TRACT MAP 19183
CIRCULATION & PARKING PLAN

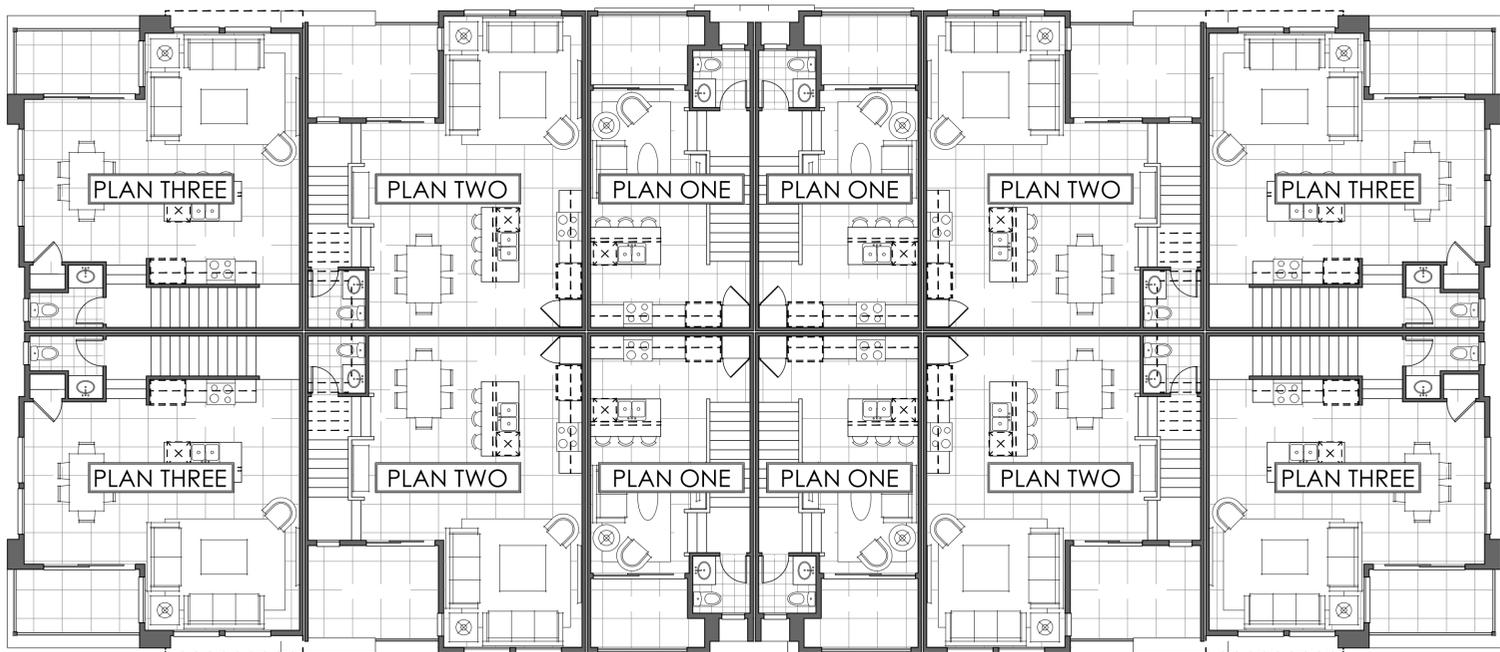
DATE: 1/23/2023
 SHEET 3 OF 3

SCALE: AS SHOWN DRAWN BY: JV CHECKED BY: JC

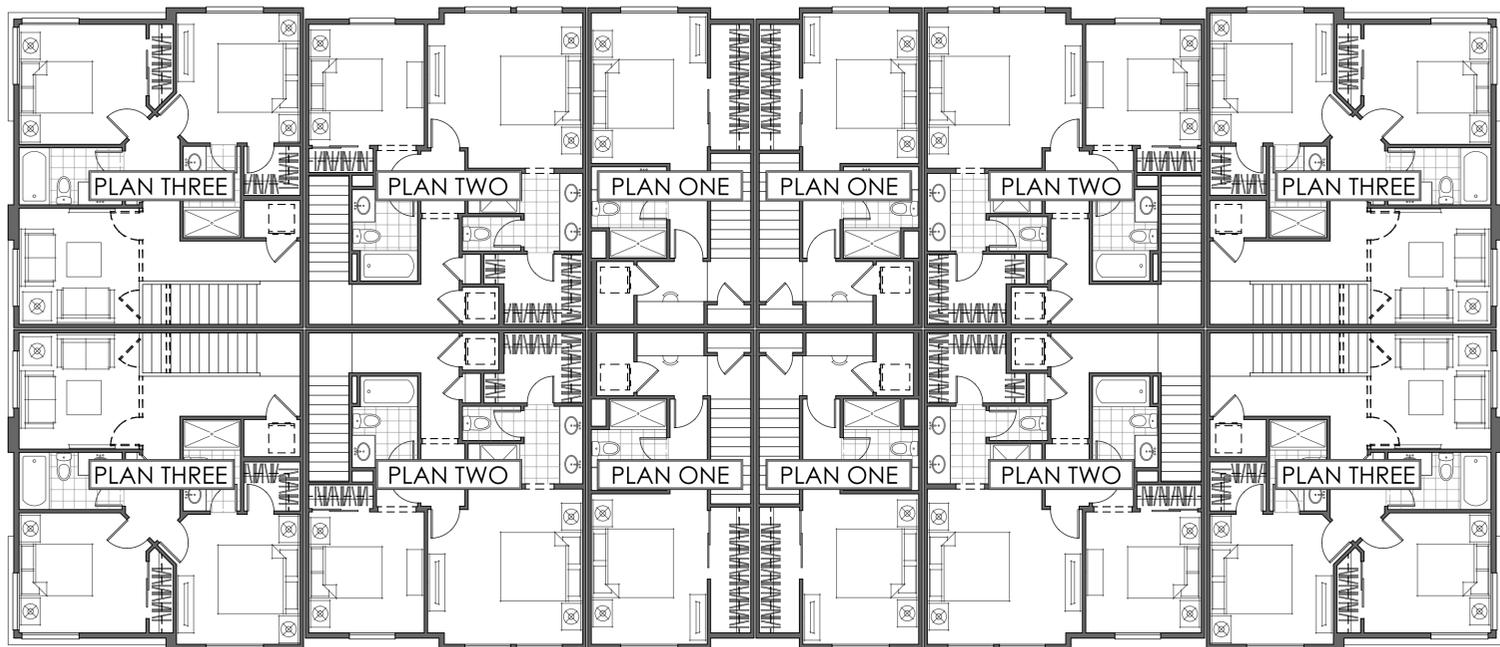
CITY OF PLACENTIA



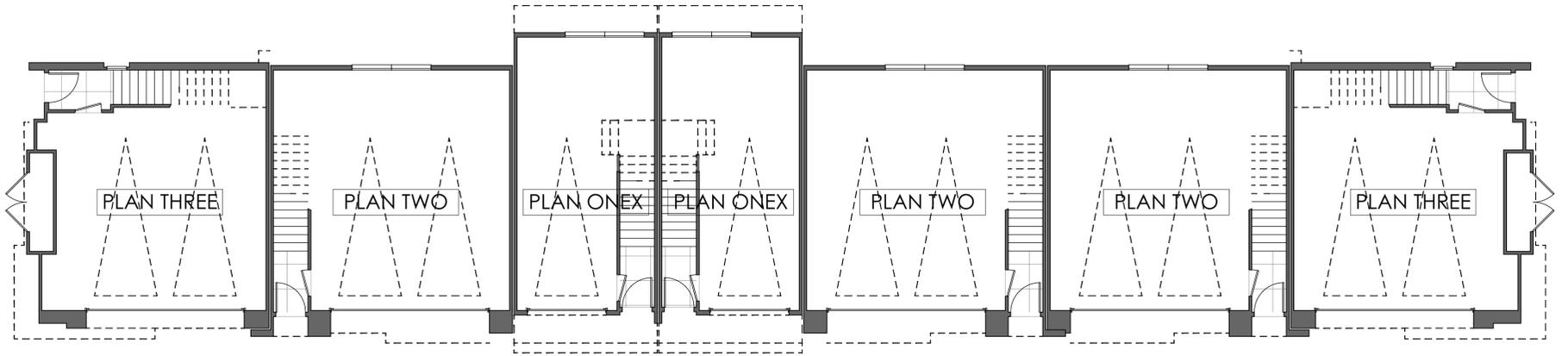
FLOOR ONE



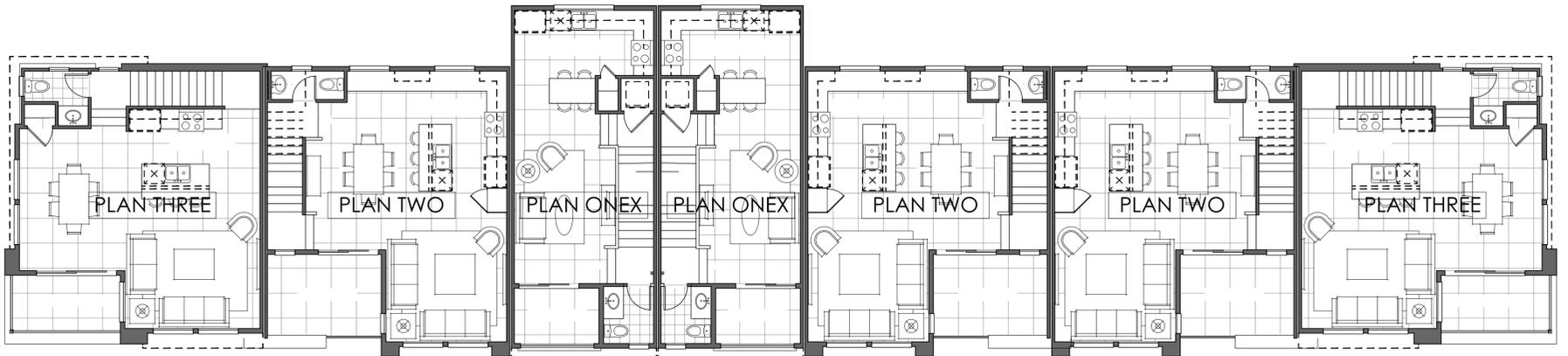
FLOOR TWO



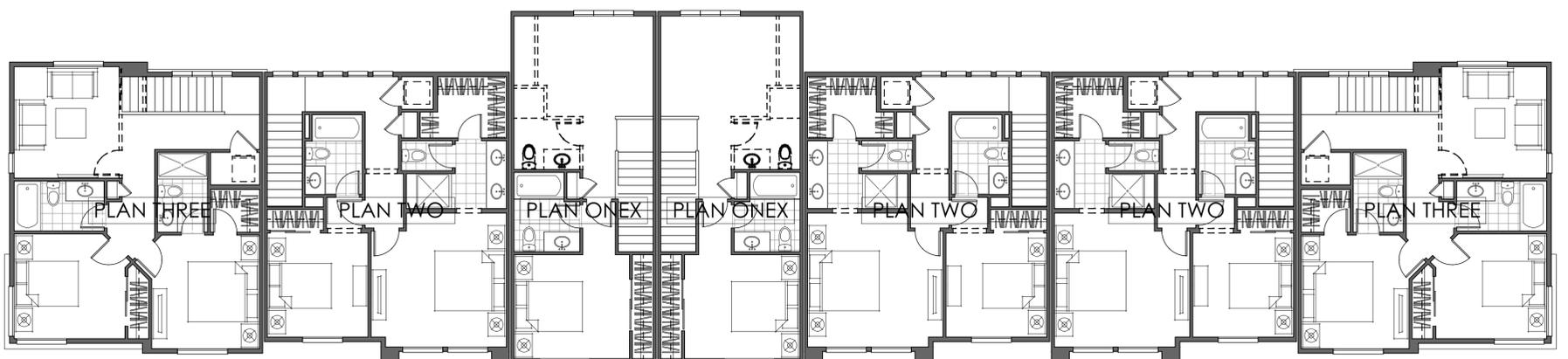
FLOOR THREE



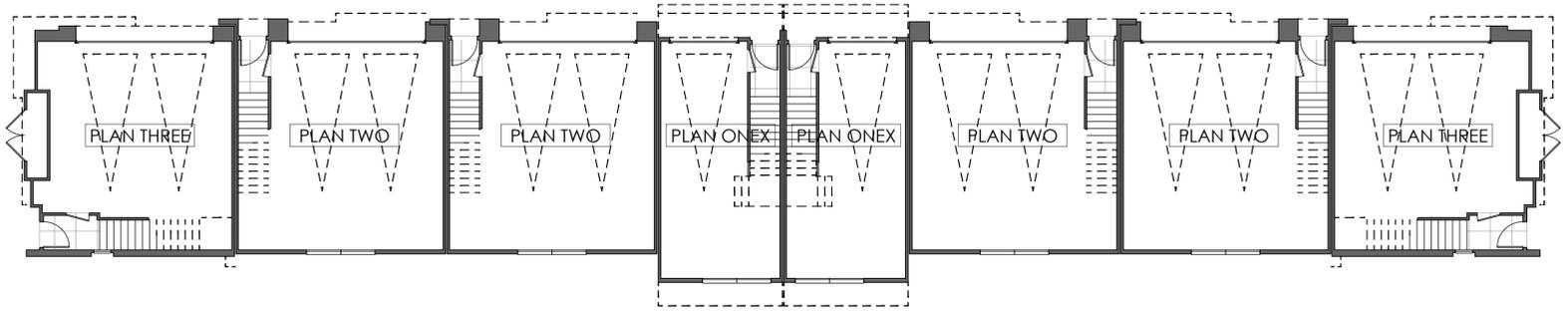
FLOOR ONE



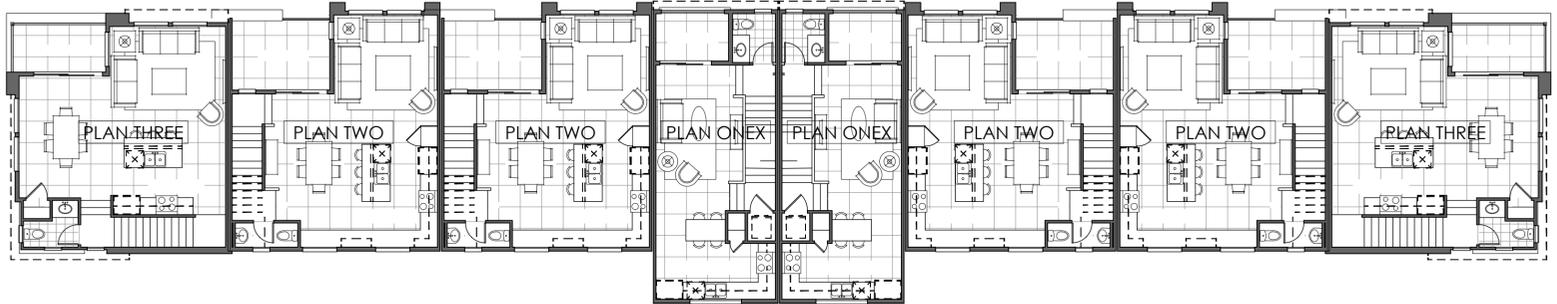
FLOOR TWO



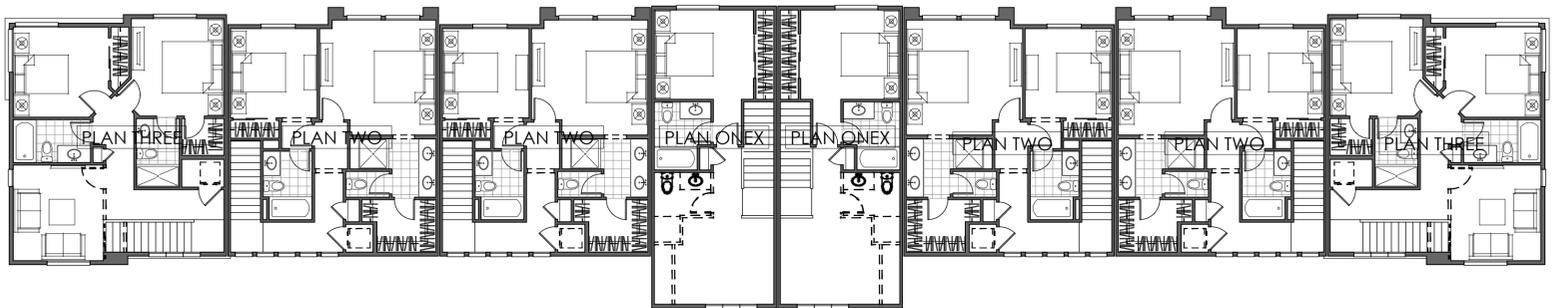
FLOOR THREE



FLOOR ONE



FLOOR TWO



FLOOR THREE



07.13.22

CONCEPTUAL CHARACTER STUDY

PLACENTIA - VETERAN'S WAY | TOFFOLI INVESTMENTS, LLC.
PLACENTIA, CALIFORNIA

NOTE: SQUARE FOOTAGE MAY VARY BASED ON CALCULATION METHODS

THESE DRAWINGS ARE INTENDED FOR DESIGN DEVELOPMENT AND PRELIMINARY STUDIES ONLY AND ARE NOT TO BE USED FOR ANY OTHER PURPOSE SUCH AS FINAL PLOTTING OR FINAL ENGINEERING. COPYRIGHT WOODLEY ARCHITECTURAL GROUP, INC. THESE DRAWINGS MAY NOT BE USED OR DUPLICATED WITHOUT THE EXPRESS WRITTEN PERMISSION OF WOODLEY ARCHITECTURAL GROUP, INC.



woodley
architectural
group, inc

colorado // 731 southpark dr. suite B
littleton, co 80120 / 303 683.7231
california // 2943 pullman st. suite A
santa ana, ca 92705 / 949 553.8919



07.27.22

CONCEPTUAL CHARACTER STUDY
PLACENTIA - VETERAN'S WAY | TOFFOLI INVESTMENTS
PLACENTIA, CALIFORNIA

TOFF-2104



woodley
architectural
group, inc

colorado // 731 southpark dr. suite B
littleton, co 80120 / 303.683.7231
california // 2943 pullman st. suite A
santa ana, ca 92705 / 949.553.8919

these drawings are intended for design development and preliminary studies only and are not to be used for any other purpose, such as final plotting or final engineering. copyright Woodley Architectural Group, Inc. these drawings may not be used or duplicated without the expressed written permission of Woodley Architectural Group, Inc.



07.27.22

CONCEPTUAL CHARACTER STUDY
PLACENTIA - VETERAN'S WAY | TOFFOLI INVESTMENTS
PLACENTIA, CALIFORNIA

TOFF-2104



these drawings are intended for design development and preliminary studies only and are not to be used for any other purpose, such as final plotting or final engineering. copyright Woodley Architectural Group, Inc. these drawings may not be used or duplicated without the expressed written permission of Woodley Architectural Group, Inc.

LEGEND

- 1. CONCRETE DRIVEWAY
- 2. CONCRETE WALKWAYS
- 3. COMMUNITY GATHERING SPACE W/ FIREPIT LOUNGE AREA
- 4. SHADE STRUCTURE W/ BBQ COUNTER & PICNIC TABLES
- 5. PEDESTRIAN ENTRY WALKS W/ CONCRETE STEPS
- 6. ENTRY MONUMENT SIGN WALL
- 7. ENTRY MONUMENT PILASTERS
- 8. SYNTHETIC TURF AREA
- 9. CONCRETE SIDEWALK
- 10. PARKING STALL
- 11. HANDICAP PARKING STALL, LOADING ZONE & SIGN (TYP)
- 12. PERIMETER BLOCK WALL
- 13. INTERIOR VINYL FENCING
- 14. ASPHALT PAVING
- 15. MAILBOX CLUSTERS

PLANT LEGEND

TREES:

- | | |
|-------------------------------|--------------------------|
| ARBUS UNEDO | STRAWBERRY TREE |
| CUPRESSUS SEMPERVIRENS | ITALIAN CYPRESS |
| ERIOBOTRYA JAPONICA | LOQUAT |
| GELERA PARVIFLORA | AUSTRALIAN WILLOW |
| GINKGO BILOBA | MAIDENHAIR TREE |
| KOELREUTERIA PANICULATA | GOLDENRAIN TREE |
| LAGERSTROEMIA INDICA | CRAPE MYRTLE |
| LIRIODENDRON TULIPIFERA | TULIP TREE |
| LOPHOSTEMON CONFERTUS | BRISBANE BOX |
| MAGNOLIA G. 'MAGESTIC BEAUTY' | MAJESTIC BEAUTY MAGNOLIA |
| PARKINSONIA 'DESERT MUSEUM' | PALO VERDE |
| PISTACIA CHINESSIS | CHINESE PISTACHE |
| PODOCARPUS GRACILIOR | FERN PINE |
| RHUS LANCEA | AFRICAN SUMAC |

SHRUBS:

- | | |
|--|--------------------------|
| ACACIA REDOLENS DESERT CARPET | DESERT CARPET |
| ACHILLEA MILLEFOLIUM | COMMON YARROW |
| AGAPANTHUS AFRICANUS (WHITE & BLUE) | LILY OF THE NILE |
| ALOGYNE HUEGELI | BLUE HIBISCUS |
| CALLISTEMON 'LITTLE JOHN' | DWARF BOTTLEBRUSH |
| CEANOTHUS GRISEUS VAR. HORIZONTALIS | CARMEL CREEPER CEANOTHUS |
| CERCIS OCCIDENTALIS | WESTERN REDBUD |
| CISTUS HYBRIDUS | WHITE ROCKROSE |
| CISTUS X PURPUREUS | ORCHID ROCKROSE |
| DIANELLA REVOLUTA | BLACK ANTHEM FLAX LILY |
| DODONAEA VISCOSA | HOPSEED BUSH |
| ELAEAGNUS PUNGENS | SILVERBERRY |
| ESCALLONIA FRADESII | PINK PRINCESS ESCALLONIA |
| FELICIA SELLOWIANA | PINEAPPLE GUAVA |
| HEMEROCALLIS CULTIVARS (EVERGREEN VARIETY) | DAYLILY |
| HESPERALOE PARVIFLORA | RED YUCCA |
| LANTANA CAMARA | YELLOW SAGE |
| LANTANA MONTEVIDENSIS | TRAILING LANTANA |
| LEUCOPHYLLUM FRUTESCENS | TEXAS RANGER |
| LIGUSTRUM JAPONICUM | TEXAS PRIVET |
| MUHLENBERGIA RIGENS | DEER GRASS |
| NANDINA SPP. | HEAVENLY BAMBOO |
| NANDINA DOMESTICA 'NANA' | DWARF HEAVENLY BAMBOO |
| NERIUM OLEANDER | OLEANDER |
| PHOTINIA FRASERI | FRASER PHOTINIA |
| PITTOSPORUM 'TOBIRA 'WHEELER'S DWARF' | WHEELER'S DWARF TOBIRA |
| PODOCARPUS MACROPHYLLUS 'MAK' | SHRUBBY YEW PINE |
| PRUNUS CAROLINIANA | CAROLINA CHERRY LAUREL |
| RHAPHIOLEPIS INDICA | INDIAN HAWTHORNE |
| RHUS INTEGRIFOLIA | LEMONADE BERRY |
| ROSA 'ICEBERG' | ICEBERG ROSE |
| ROSMARINUS OFFICINALIS | ROSEMARY |
| SALVIA GREGGII | AUTUMN SAGE |
| STRELITZIA NICOLAI | GIANT BIRD OF PARADISE |
| STRELITZIA REGINAE | BIRD OF PARADISE |
| TECOMA STANS | YELLOW BELLS |
| TRACHELOSPERMUM JASMINOIDES | STAR JASMINE |
| WESTRINGIA FRUTICOSA | COASTAL ROSEMARY |
| XYLOSMA CONGESTUM | SHINY XYLOSMA |

SUCCULENT / CACTUS:

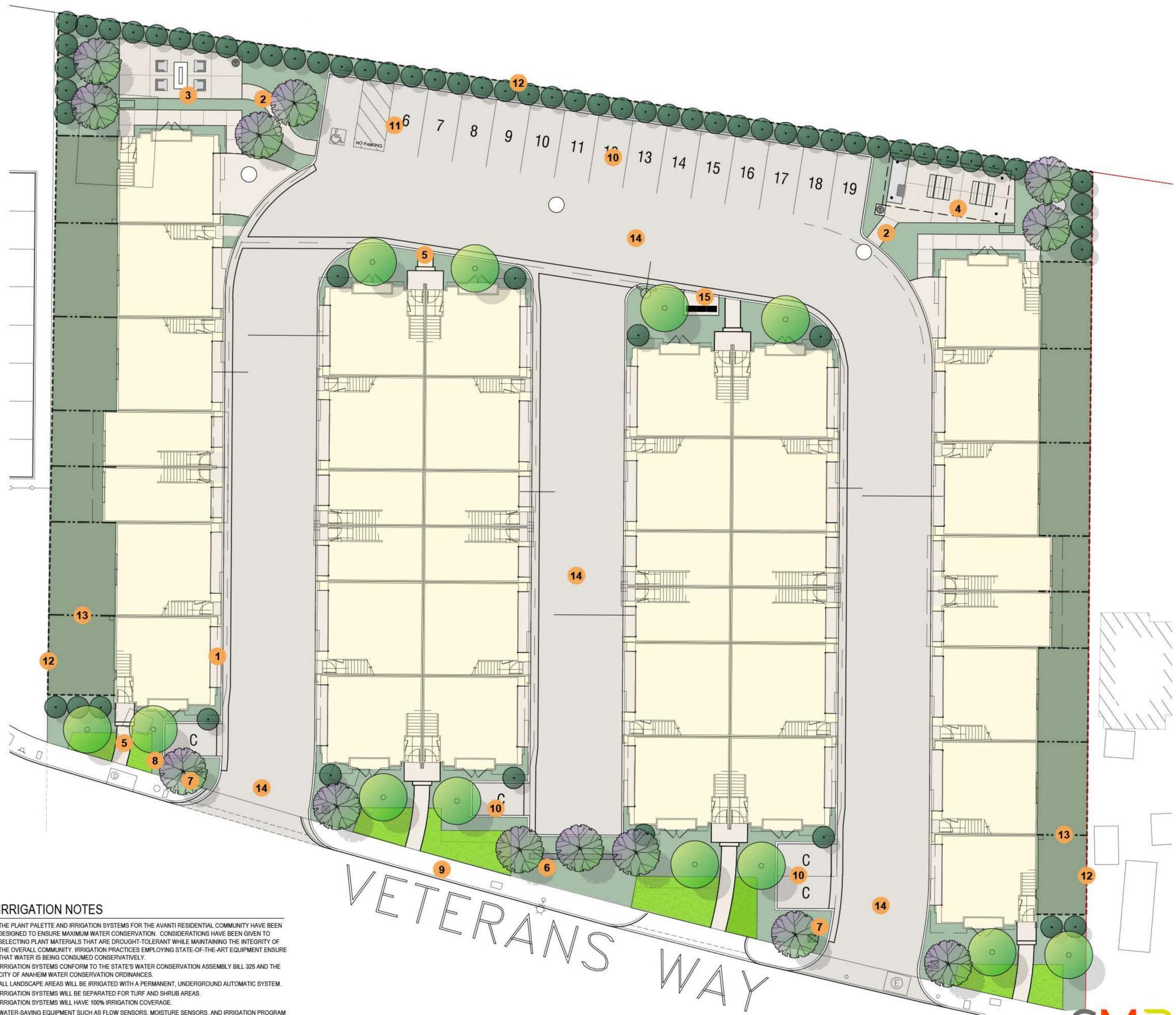
- | | |
|----------------------|----------------|
| AGAVE ATTENUATA | FOXTAIL AGAVE |
| AGAVE DESMETTIANA | SMOOTH AGAVE |
| AGAVE VILMORINIANA | OCTOPUS AGAVE |
| ALOE VERA | MEDICINAL ALOE |
| SENECIO MANDRALISCAE | KLEINIA |

GROUND COVER:

- | | |
|---------------------------|-------------------------|
| CARISSA G. 'GREEN CARPET' | GREEN CARPET NATAL PLUM |
| MYOPORUM PARVIFOLIUM | CREeping MYOPORUM |
| PELARGONIUM PELTATUM | IVY GERANIUM |
| SENECIO SERPENS | BLUE CHALKSTICKS |

VINES:

- | | |
|------------------------------|-----------------------------|
| DISTICTIS BUCCINATORIA | RED TRUMPET VINE |
| HARDENBERGIA COMPTONIANA | LILAC VINE |
| LONICERA JAPONICA 'HALLIANA' | HALL'S JAPANESE HONEYSUCKLE |



IRRIGATION NOTES

THE PLANT PALETTE AND IRRIGATION SYSTEMS FOR THE AVANTI RESIDENTIAL COMMUNITY HAVE BEEN DESIGNED TO ENSURE MAXIMUM WATER CONSERVATION. CONSIDERATIONS HAVE BEEN GIVEN TO SELECTING PLANT MATERIALS THAT ARE DROUGHT-TOLERANT WHILE MAINTAINING THE INTEGRITY OF THE OVERALL COMMUNITY. IRRIGATION PRACTICES EMPLOYING STATE-OF-THE-ART EQUIPMENT ENSURE THAT WATER IS BEING CONSUMED CONSERVATIVELY.

IRRIGATION SYSTEMS CONFORM TO THE STATE'S WATER CONSERVATION ASSEMBLY BILL 325 AND THE CITY OF ANAHEIM WATER CONSERVATION ORDINANCES.

ALL LANDSCAPE AREAS WILL BE IRRIGATED WITH A PERMANENT, UNDERGROUND AUTOMATIC SYSTEM. IRRIGATION SYSTEMS WILL BE SEPARATED FOR TURF AND SHRUB AREAS.

IRRIGATION SYSTEMS WILL HAVE 100% IRRIGATION COVERAGE.

WATER-SAVING EQUIPMENT SUCH AS FLOW SENSORS, MOISTURE SENSORS, AND IRRIGATION PROGRAM USING CIMIS (CALIFORNIA IRRIGATION MANAGEMENT INFORMATION SYSTEM) DATA WILL BE INCLUDED.

VETERANS WAY | Preliminary Landscape Plan



SCALE: 1" = 10' - 0"



LEGEND

- | | |
|--|--|
| 1. CONCRETE DRIVEWAY | 8. SYNTHETIC TURF AREA |
| 2. CONCRETE WALKWAYS | 9. CONCRETE SIDEWALK |
| 3. COMMUNITY GATHERING SPACE W/
FIREPIT LOUNGE AREA | 10. PARKING STALL |
| 4. SHADE STRUCTURE W/ BBQ COUNTER &
PICNIC TABLES | 11. HANDICAP PARKING STALL, LOADING
ZONE & SIGN (TYP) |
| 5. PEDESTRIAN ENTRY WALKS W/
CONCRETE STEPS | 12. PERIMETER BLOCK WALL |
| 6. ENTRY MONUMENT SIGN WALL | 13. INTERIOR VINYL FENCING |
| 7. ENTRY MONUMENT PILASTERS | 14. ASPHALT PAVING |
| | 15. MAILBOX CLUSTERS |

PLANT LEGEND

TREES:

- | | |
|-------------------------------|--------------------------|
| ARBUS UNEDO | STRAWBERRY TREE |
| CUPRESSUS SEMPERVIRENS | ITALIAN CYPRESS |
| ERIOBOTRYA JAPONICA | LOQUAT |
| GEUKERA PARVIFLORA | AUSTRALIAN WILLOW |
| GINKGO BILOBA | MAIDENHAIR TREE |
| KOELREUTERIA PANICULATA | GOLDENRAIN TREE |
| LAGERSTROEMIA INDICA | GRAPE MYRTLE |
| LIRIODENDRON TULIPIFERA | TULIP TREE |
| LOPHOSTEMON CONFERTUS | BRISBANE BOX |
| MAGNOLIA G. 'MAJESTIC BEAUTY' | MAJESTIC BEAUTY MAGNOLIA |
| PARKINSONIA 'DESERT MUSEUM' | PALO VERDE |
| PISTACIA CHINESIS | CHINESE PISTACHE |
| PODOCARPUS GRACILIOR | FERN PINE |
| RHUS LANCEA | AFRICAN SUMAC |

SHRUBS:

- | | |
|--|--------------------------|
| ACACIA REDOLENS DESERT CARPET | DESERT CARPET |
| ACHILLEA MILLEFOLIUM | COMMON YARROW |
| AGAPANTHUS AFRICANUS (WHITE & BLUE) | LILY OF THE NILE |
| ALOGYNE HUEGELI | BLUE HIBISCUS |
| CALLISTEMON 'LITTLE JOHN' | DWARF BOTTLEBRUSH |
| CELANOTHUS GRISEUS VAR. HORIZONTALIS | CARMEL CREEPER CEANOTHUS |
| CERCIS OCCIDENTALIS | WESTERN REDBUD |
| CISTUS HYBRIDUS | WHITE ROCKROSE |
| CISTUS X PURPUREUS | ORCHID ROCKROSE |
| DIANELLA REVOLUTA | BLACK ANTHEL FLAX LILY |
| DODONAEA VISCOSA | HOPSEED BUSH |
| ELAEAGNUS PUNGENS | SILVERBERRY |
| ESCALLONIA FRADESII | PINK PRINCESS ESCALLONIA |
| FELUJA SELLOWIANA | PINEAPPLE GUAVA |
| HEMEROCALLIS CULTIVARS (EVERGREEN VARIETY) | DAYLILY |
| HESPERALOE PARVIFLORA | RED YUCCA |
| LANTANA CAMARA | YELLOW SAGE |
| LANTANA MONTEVIDENSIS | TRAILING LANTANA |
| LEUCOPHYLLUM FRUTESCENS | TEXAS RANGER |
| LIGUSTRUM JAPONICUM | TEXAS PRIVET |
| MUHLENBERGIA RIGENS | DEER GRASS |
| NANDINA SPP. | HEAVENLY BAMBOO |
| NANDINA DOMESTICA 'NANA' | DWARF HEAVENLY BAMBOO |
| NERIUM OLEANDER | OLEANDER |
| PHOTINIA FRASERI | FRASER PHOTINIA |
| PITTIOSPORUM TOBIRA 'WHEELER'S DWARF' | WHEELER'S DWARF TOBIRA |
| PODOCARPUS MACROPHYLLUS 'MAKI' | SHRUBBY YEW PINE |
| PRUNUS CAROLINIANA | CAROLINA CHERRY LAUREL |
| RHAPHIOLEPIS INDICA | INDIAN HAWTHORNE |
| RHUS INTEGRIFOLIA | LEMONADE BERRY |
| ROSA 'ICEBERG' | ICEBERG ROSE |
| ROSMARINUS OFFICINALIS | ROSEMARY |
| SALVIA GREGGII | AUTUMN SAGE |
| STRELITZIA NICOLAI | GIANT BIRD OF PARADISE |
| STRELITZIA REGINAE | BIRD OF PARADISE |
| TECOMA STANS | YELLOW BELLS |
| TRACHELOSPERMUM JASMINOIDES | STAR JASMINE |
| WESTRINGIA FRUTICOSA | COASTAL ROSEMARY |
| XYLOSMA CONGESTUM | SHINY XYLOSMA |

SUCCULENT / CACTUS:

- | | |
|----------------------|----------------|
| AGAVE ATTENUATA | FOXTAIL AGAVE |
| AGAVE DESMETTIANA | SMOOTH AGAVE |
| AGAVE VILMORINIANA | OCTOPUS AGAVE |
| ALOE VERA | MEDICINAL ALOE |
| SENECIO MANDRALISCAE | KLEINIA |

GROUND COVER:

- | | |
|---------------------------|-------------------------|
| CARISSA G. 'GREEN CARPET' | GREEN CARPET NATAL PLUM |
| MYOPORUM PARVIFOLIUM | CREEPING MYOPORUM |
| PELARGONIUM PELTATUM | IVY GERANIUM |
| SENECIO SERPENS | BLUE CHALKSTICKS |

VINES:

- | | |
|------------------------------|-----------------------------|
| DISTICTIS BUCCINATORIA | RED TRUMPET VINE |
| HARDENBERGIA COMPTONIANA | LILAC VINE |
| LONICERA JAPONICA 'HALLIANA' | HALL'S JAPANESE HONEYSUCKLE |

LIGHTING LEGEND

- 39W LED POST LIGHT (TYPE III) 12FT OVERALL HEIGHT USA# VPR-EA30PLEDIW-36LED-350MA-WW 9FT POLE (4" ROUND) *FINISH BY OWNER
- BUILDING SCONCE - REFER TO ARCHITECT'S PLANS
- 28W LED 42" TALL BOLLARD TYPE III DISTRIBUTION USA# BDARS-LED-AR-24LED-WW-120-HS-3000K LEDs

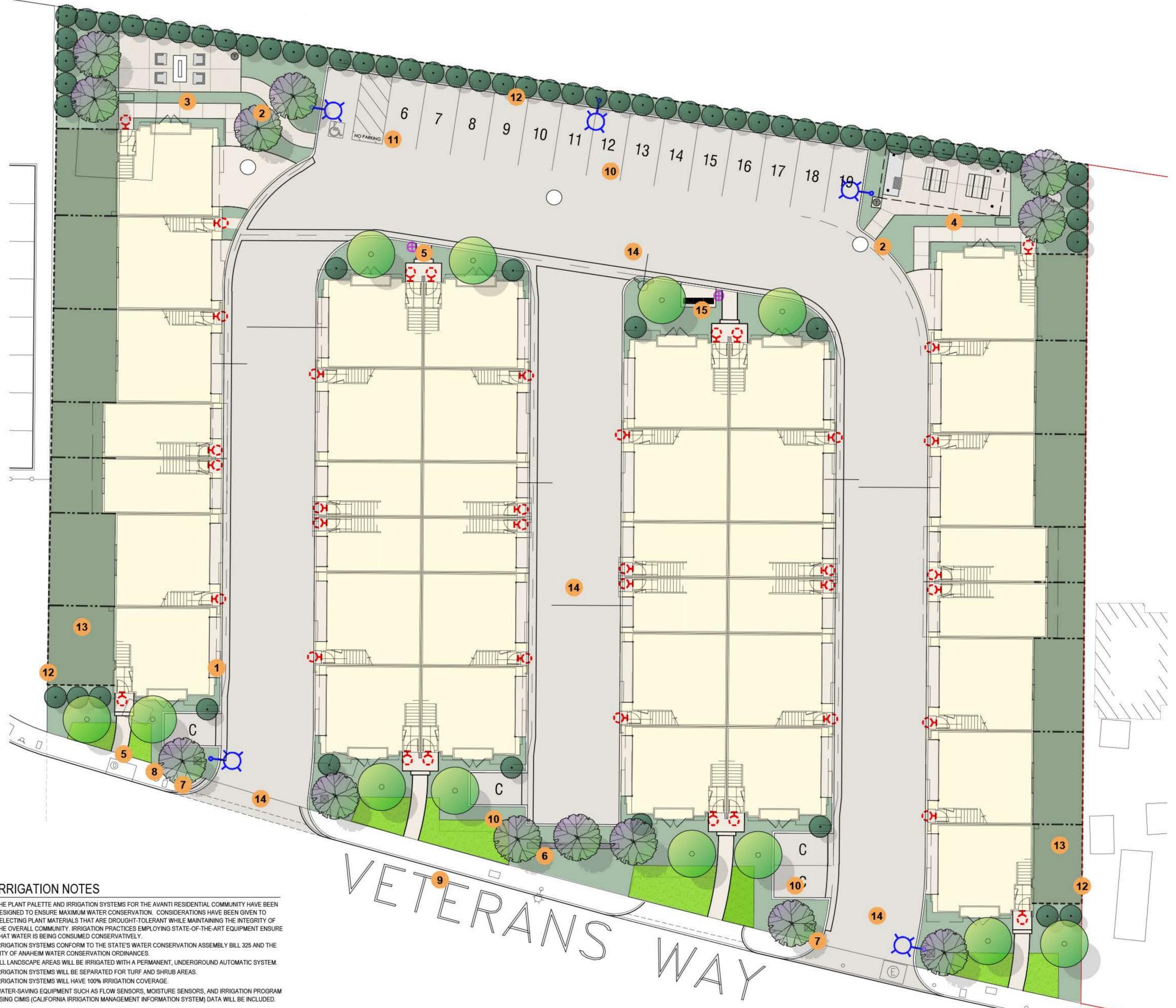
IRRIGATION NOTES

THE PLANT PALETTE AND IRRIGATION SYSTEMS FOR THE AVANTI RESIDENTIAL COMMUNITY HAVE BEEN DESIGNED TO ENSURE MAXIMUM WATER CONSERVATION. CONSIDERATIONS HAVE BEEN GIVEN TO SELECTING PLANT MATERIALS THAT ARE DROUGHT-TOLERANT WHILE MAINTAINING THE INTEGRITY OF THE OVERALL COMMUNITY. IRRIGATION PRACTICES EMPLOYING STATE-OF-THE-ART EQUIPMENT ENSURE THAT WATER IS BEING CONSUMED CONSERVATIVELY.

IRRIGATION SYSTEMS CONFORM TO THE STATE'S WATER CONSERVATION ASSEMBLY BILL 325 AND THE CITY OF ANAHEIM WATER CONSERVATION ORDINANCES.

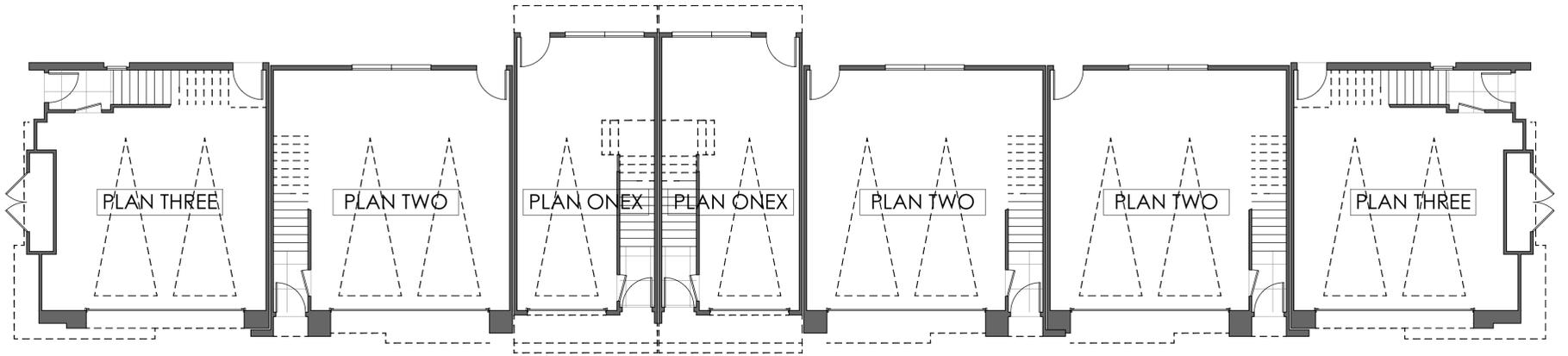
ALL LANDSCAPE AREAS WILL BE IRRIGATED WITH A PERMANENT, UNDERGROUND AUTOMATIC SYSTEM. IRRIGATION SYSTEMS WILL BE SEPARATED FOR TURF AND SHRUB AREAS. IRRIGATION SYSTEMS WILL HAVE 100% IRRIGATION COVERAGE.

WATER-SAVING EQUIPMENT SUCH AS FLOW SENSORS, MOISTURE SENSORS, AND IRRIGATION PROGRAM USING CIMIS (CALIFORNIA IRRIGATION MANAGEMENT INFORMATION SYSTEM) DATA WILL BE INCLUDED.

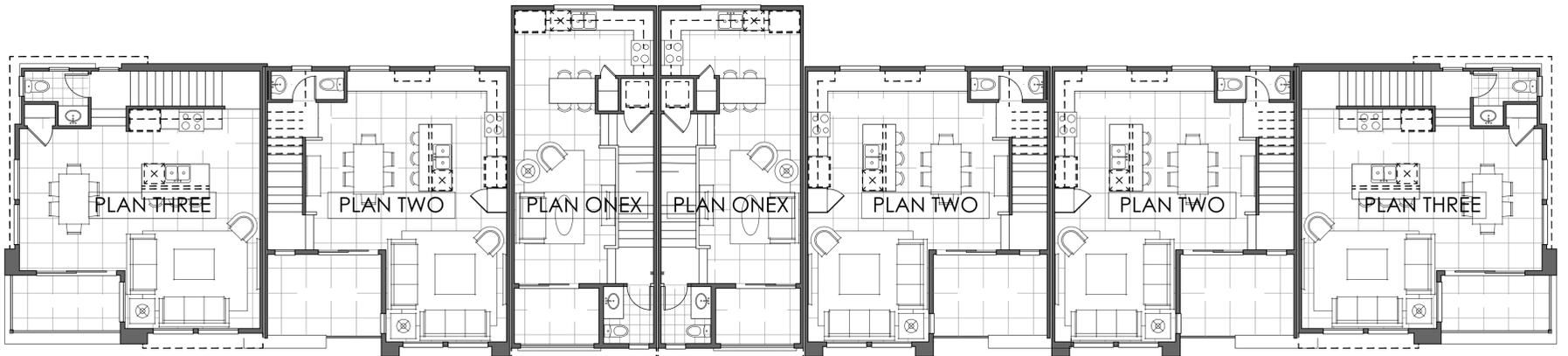


SCALE: 1" = 10' - 0"

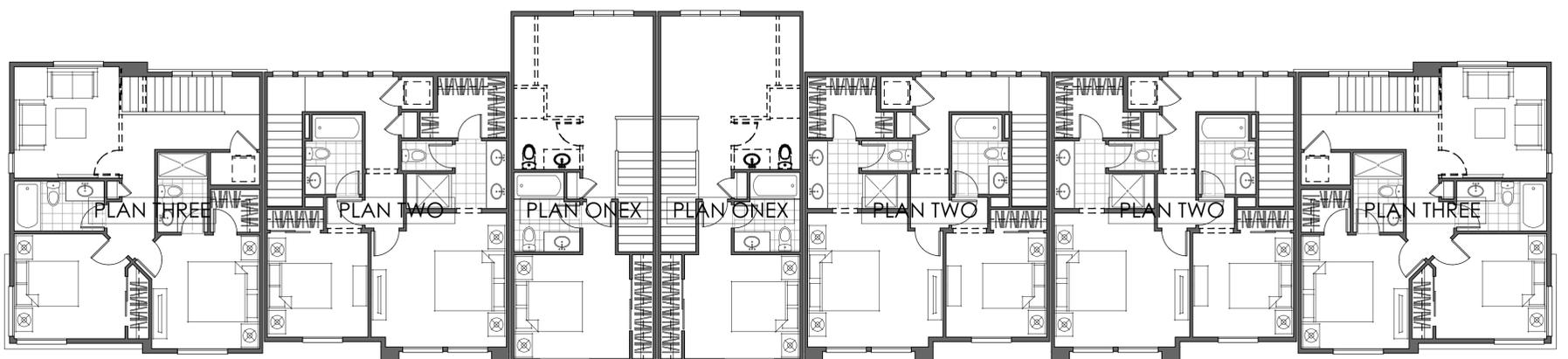




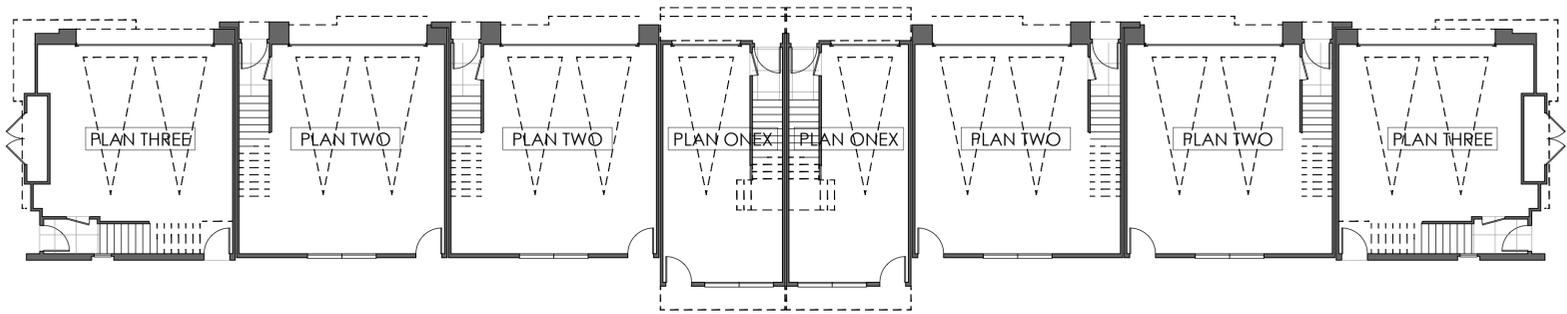
FLOOR ONE



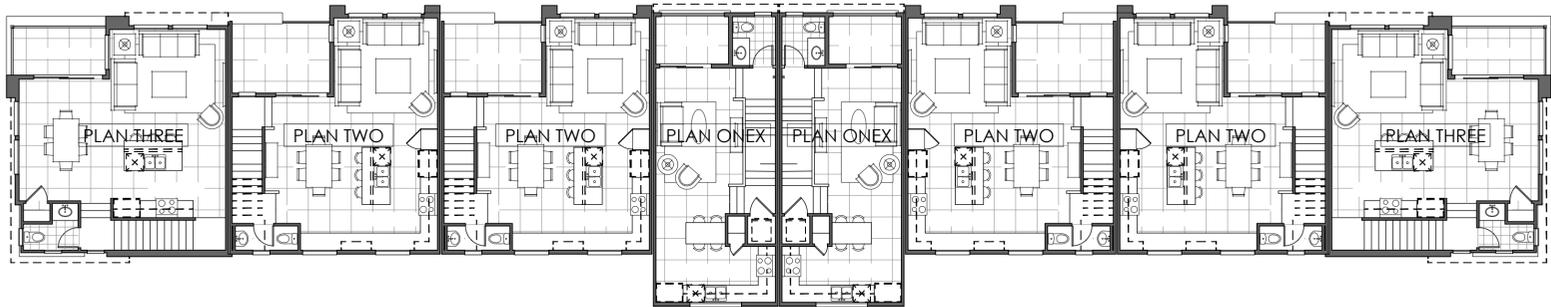
FLOOR TWO



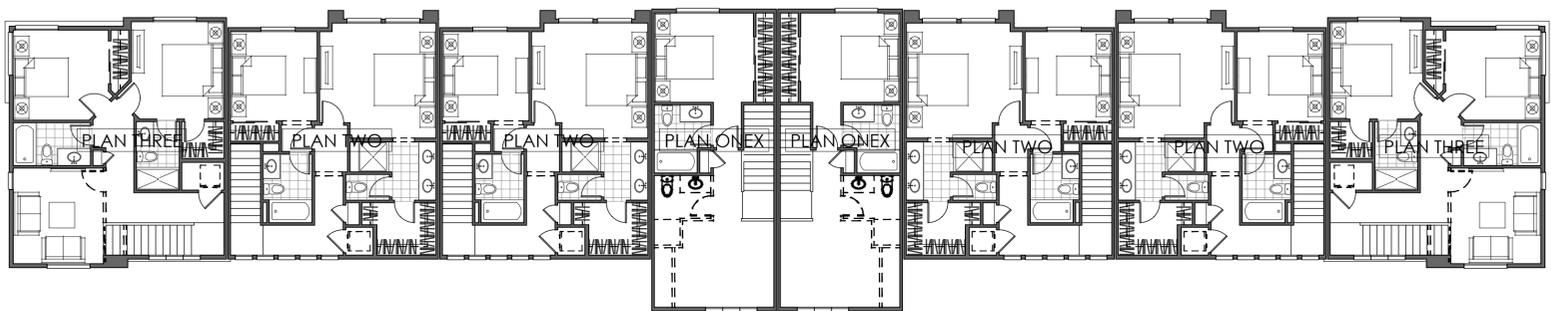
FLOOR THREE



FLOOR ONE



FLOOR TWO



FLOOR THREE



la Miraval

SIMUTIS



Placentia Planning Commission

AGENDA STAFF REPORT

TO: PLANNING COMMISSION

FROM: LESLEY WHITTAKER, ASSOCIATE PLANNER

DATE: FEBRUARY 14, 2023

SUBJECT: **DEVELOPMENT PLAN REVIEW NO. DPR 2022-01, TENTATIVE TRACT MAP NO. TTM 19183, AND USE PERMIT NO. UP 2022-01 FOR THE DEVELOPMENT OF AN APPROXIMATELY 1.3-NET ACRE SITE WITH 39 RESIDENTIAL TOWNHOME UNITS LOCATED AT 1952 & 1958 EAST VETERANS WAY (TOFFOLI INVESTMENTS)**

RECOMMENDATION

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

- 1) Open Public Hearing, concerning Development Plan Review No. DPR 2022-01, UP 2022-01, and Tentative Tract Map No. TTM 19183; and
- 2) Receive the Staff Report and consider all Public Testimony; and ask any questions of Staff; and
- 3) Close the Public Hearing; and
- 4) Adopt Resolution No. PC-2023-01, a Resolution of the Planning Commission of the City of Placentia, approving DPR 2022-01 and UP 2022-01 and making findings to permit the development of an approximately 1.3-net acre lot for the construction of four, three-story, multi-family buildings consisting of 39 for-sale residential townhome units and associated hardscape and landscape improvements within the proposed High Density Residential (R-3) Zoning District on property located at 1952 and 1958 Veterans Way and making findings that the project is categorically exempt pursuant to the California Environmental Quality Act (CEQA) set forth in Title 14 CCR § 15332 (Class 32 – In-Fill Development Projects) and the City of Placentia Environmental Guidelines; and
- 5) Adopt Resolution No. PC-2023-02, a Resolution of the Planning Commission of the City of Placentia, recommending that the City Council of the City of Placentia approve Tentative Tract Map No. 19183 to permit the subdivision of 39 townhome units for residential condominium purposes requested via DPR No. 2022-01 and UP No. 2022-01 subject to the Conditions of Approval and Standard Development Requirements; and making findings that the project is categorically exempt pursuant to the California Environmental Quality Act (CEQA) set forth in

Title 14 CCR § 15332 (Class 32 – In-Fill Development Projects) and the City of Placentia Environmental Guidelines.

STRATEGIC PLAN STATEMENT

This item is consistent with the City Council 5-Year Strategic Goals to:

- Promote Community and Economic Development; and
- Improve City Beautification

The development of vacant land into 39 condominium townhomes, which will include hardscape and landscape improvements, will enhance the recently rezoned from Manufacturing to High-Density Residential area—offering more housing opportunities. The project, with the proposed landscaping, will aesthetically enhance the streetscape of the area.

PROJECT DESCRIPTION

The applicant, Toffoli Investments, requests approval of a Development Plan Review, Tentative Tract Map, and Use Permit to develop a 1.3-acre vacant lot for the construction of four, three story, multi-family buildings consisting of 39 for-sale residential townhome units and associated hardscape and landscaping improvements.

The property is located south of Orangethorpe Avenue, west of N. Lakeview Avenue. The project site is adjacent to the existing Veterans Village housing development. Access to the site will be provided from Lakeview Loop. A future City trail system project, referred to as Atwood Trail, will provide future residents with East and West access along the Orange County Flood Control Channel.



A Tentative Tract Map has been submitted in conjunction with the DPR and UP to combine two parcels into one, 56,628-square foot parcel and to subdivide the resulting lot that will create 39 residential condominium units.

The proposed 39 units will be located within four separate three-story buildings. Each of the four buildings feature side-by-side attached units. Building 1, is located on the westerly end of the lot and will contain seven townhomes. Buildings 2 and 3 will each contain 12 units and Building 4 on the easterly side will contain eight townhomes. Each building contains a mix of one, two, and three-bedroom condominiums.

Access to the site will be provided by two 20-foot-wide driveways that form a loop connecting to each driveway. There is also an internal street that intersects the two middle buildings (Buildings 1 and 2) and dead ends before intersecting with Veterans Way. A pedestrian walkway in the northwest corner leads to a community firepit, with lounge chairs among shade trees. Another walkway in the northeast corner leads to community picnic tables and barbeques.

The proposed development will have a residential density of 30 units per acre, in compliance with R-3 maximum density standards. In November 2022, the City Council approved a Zoning Code Amendment changing the R-3 (High Density Residential) density from 25 du/ac to 30 du/ac.

Buildings 1 and 4 (located on the westerly and easterly ends of the property respectively) contain a mix of three floor plans, which are noted in the development plans as Plan One X, Plan Two, and Plan Three. Plan One X is a bedroom, with a loft that can be opted to construct as a second bedroom. Each unit will have either one bedroom and 1.5 baths or 2.5 baths. The two buildings (Building 2 and 3) are designed back-to-back, offering Plan One, Plan Two, Plan Three. The Plan One in these buildings does not offer the optional second bedroom. A breakdown of the unit mix is provided below:

Building 1 (7-plex)				
Unit Type	Bedroom	Bathroom	Unit Size	Qty.
Plan 1X	1+1*	1.5	990 sq. ft.	2
Plan 2	1	2.5	1,320 sq. ft.	3
Plan 3	2	2.5	1,368 sq. ft.	2
Building 2 (12-plex)				
Plan 1	1	1.5	775 sq. ft.	4
Plan 2	2	2.5	1,312 sq. ft.	4
Plan 3	3	2.5	1,340 sq. ft.	4
Building 3 (12-plex)				
Plan 1	1	1.5	775 sq. ft.	4
Plan 2	2	2.5	1,312 sq. ft.	4

Plan 3	3	2.5	1,340 sq. ft.	4
Building 4 (8-plex)				
Plan 1X	1+1*	1.5	990 sq. ft.	2
Plan 2	2	2.5	1,320 sq. ft.	4
Plan 3	3	2.5	1,368 sq. ft.	2
*Loft or optional bedroom				

Each building will be three 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 85 parking spaces will be provided, comprised of 66 garage spaces and 19 open parking stalls. The majority of parking spaces is concentrated in the northerly rear of the property, with four compact spaces near Buildings 1, 2, and 3.

Decorative hardscape will be added to the compact spaces toward the front of the development and landscaping will be provided throughout the site. Community amenities in the form of a firepit lounge area and picnic tables, with barbeques, will be located in the rear corners of the development.

Small greenbelts, with shade trees will align the north and south edges of the project. All four buildings will have pedestrian walk-up access from Veterans Way

PROJECT CHARACTERISTICS

Applicable Code Section – Placentia Municipal Code

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

Subject Site and Surrounding Land Uses

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

Location	Existing Land Use	Land Use Element General Plan Designation	Zoning Map Designation
Existing	Vacant	High Density Residential	High Density Residential (R-3)

Proposed	Attached, Single-Family Residential Townhomes	High Density Residential	High Density Residential (R-3)
North	B.N.S.F. Railroad	Railroad	N/A
South (Across Veterans Way & Atwood Channel)	Commercial Manufacturing Buildings	Industrial	C-M
East	Private Recycling Facility	High Density Residential	High Density Residential (R-3)
West	Veterans Way Apartments for Veterans	High Density Residential	High Density Residential (R-3)

ZONING COMPLIANCE ANALYSIS

Site Development Standards

The project is located within the R-3 Zoning District. The townhome development is conditionally 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. Residential development projects are developed as condominiums or townhomes.

When calculating parking requirements for this development, it was evident that, the municipal code did not adequately address 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 using the conservative industry standards. The one-bedroom units will be parked at a significantly higher rate than the TOD Zone requires and will be commensurate with the R-3 parking requirements, yet slightly modified for the one-bedroom units for this Veterans Way Project. 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.	35.2 ft. – top of roof (PMC Section 23.81.090 allows buildings to exceed the height limit for roof elements)
Setbacks Front Yard Setback – 15 ft. min. Interior Side Yard Setback – 5 ft. min. Rear Yard Setback - 10 ft. min.	Front: 15 ft. (Veterans Way) West Side Yard: 13.9 ft. East Side Yard: 9.7 ft. North Rear Yard: 24.3 ft.
Building Separation 20 ft. min.	24 ft.
Lot Coverage 60% max. (33,978 sq. ft.)	38.2% (21,602 sq. ft.)
Parking *Two spaces per dwelling: 74 spaces min. Additional 15% min. of total parking required for guest parking (74 x 15%) Total Parking Required: 85 spaces min.	74 spaces 11 spaces 85 spaces* (see discussion above) *Applying a one space requirement for one-bedroom units results in an overall minimum parking mandate of 85 spaces.
Lot Area and Dimensions Minimum Lot Area: 8,000 sq. ft. Minimum Lot Width: 80 linear ft.	Lot Area: 56,628 sq. ft. (1.3 gross acres) Approx. 222.63 linear ft.

Other Departments Concerns and Requirements

The Divisions of Planning and Building, Public Works Department, Engineering/Traffic, Police Department, and Fire and Life Safety Department have reviewed the application and submitted comments but had no major concerns with the proposal. The project was reviewed by Ad Hoc Committee and there were no major concerns with the proposed development. 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 TTM 19183, as the DPR and UP do not require City Council review, however the resolution for the DPR and UP is a final approval by Planning Commission.

ISSUES ANALYSIS:

Consistency with the General Plan

The General Plan features policies that promote 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 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.

The addition of 39 townhomes is compatible with the High-Density Residential District Land Use, which is now 30 du/ac. The proposed townhomes will provide more housing for the community.

Land Use Compatibility

The project will be compatible with the surrounding area as the development will enhance and add an additional 39 housing units to the recently rezoned area. The project adds more residential development and investment into the neighborhood, and this additional 1.3-acre parcel development, with 39 for-sale condominium townhomes will complement the adjacent Veterans Village Apartments to the west. The development will provide a compatible transition between nearby land uses that complement the residential densities of the housing tracts under construction to the west. 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 residential buildings will be a clean and contemporary modern design, with elements of Industrial architecture. The exteriors are made up of asymmetrical 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 that offer a pop of color and

inset 2nd 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 materials on all four sides of a structure so that, no matter what vantage point it is viewed from, the design is never interrupted, and all the parts are perceived as part of a unified whole.

CEQA

The proposed application was reviewed by staff in accordance with the requirements of the California Environmental Quality Act (“CEQA”), Public Resources Code §§ 21000 *et seq.*, the State CEQA Guidelines, 14 C.C.R. §§ 15000 *et seq.*, and the Environmental Guidelines of the City of Placentia. Staff recommends that the Planning Commission exercise its independent judgement and find that DPR 2022-03 and UP 2022-02 is exempt from CEQA pursuant to State CEQA Guidelines § 15332 (Class 32 – Infill Development Projects) and recommend that the City Council find that TTM 19183 is exempt from CEQA, as the entitlement is to approve an infill development project.

PUBLIC NOTIFICATION

Legal notice was published in the Placentia News-Times on February 2, 2023. Notices were sent to property owners of record within a 300-foot radius of the subject property and posted at the Civic Center on February 2, 2023. As of February 9, 2023, staff has not received any correspondence related to this project.

CONCLUSION

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

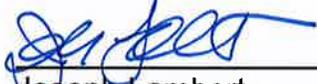
RECOMMENDATION

Staff recommends that the Planning Commission adopt Resolution PC-2023-01 approving DPR 2022-01 and UP 2022-01, and that the Planning Commission adopt Resolution PC-2023-02 recommending to the City Council of the City of Placentia approval of TTM 19183.

Prepared and submitted by:



Lesley Whittaker
Associate Planner



Joseph Lambert
Development Services Director

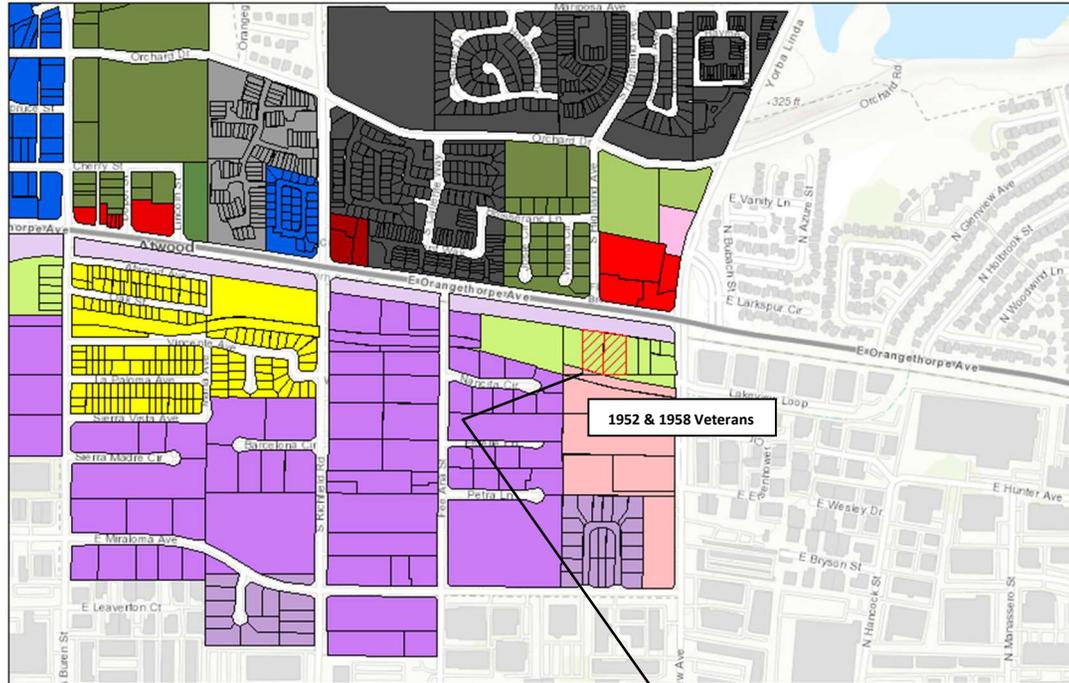
ATTACHMENTS:

1. Resolution No. PC-2023-01
2. Resolution No. PC-2023-02
3. Project Plans including the Site Plan, Floor Plans, Building Elevations, Preliminary Landscape Plan, Colored Renderings, and Tentative Tract Map (TTM 19183)
4. Vicinity Map
5. Site Photographs
6. Legal Hearing Notice, Radius Map, and Mailing List



ATTACHMENT 2. VICINITY ZONING MAP

DPR 2022-01, TTM 19183, UP 2022-01; 1952 & 1958 E. VETERANS WAY

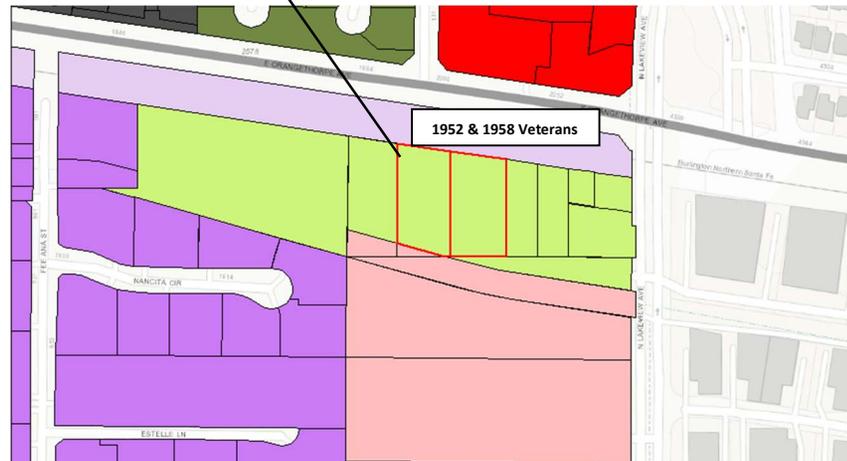


Aerial A.

Zoning Code

C-1	R-3
C-1 (O)	R-3 (O-1)
C-1 (O-1)	R-A
C-2	R-G
C-2-H65	R-G (O)
C-M	R-G(O) & C-1 (O)
C-O	RPC (O)
M	SP-1
M (O)	SP-2
M (PMD)	SP-3
PUD-1	SP-4
PUD-2	SP-5
PUD-2 (O)	SP-6 (O)
PUD-3	SP-7
PUD-3 (O)	SP-8
PUD-4	SP-9
R-1	SP-10
R-1 (MHP)	T-C
R-1 (O)	Old Town
R-2	TOD
R-2 (MHP)	N/A

Aerial B.





(TAYLOR STREET)

LAKEVIEW

AVENUE

YORBA LINDA

AC. 366-30
POR. LOT 8
15

ORANGETHORPE (PLACENTIA-YORBA RD.) AVENUE

R.R.

2 0.28 AC.
30
3 0.189 AC.
31
29
28
27

300 FT
100'

36 2.032 AC.

BLK. 36

331

A.T. & S.F.

POR. SBE 804-30-26A-1

PAR. 2 14 1.02 AC.
TRACT
M.O.S.S.

33 0.694 AC.
32 0.13 AC.

(ATWOOD CHANNEL)

20 0.188 AC.

37 3.232 AC.

AVENUE

34 0.17 AC.
35

10

4 5
62.50' 105'
108' 90.14'
62.50' 23.6' 51.42' 59.90'
109' 107' 32.64' 42.97' 18.13' 71.69' 14.5' 110.4' 37.2'

19 0.455 AC.
18 0.230 AC.

9

6 13
62.50' 108' 109' 19.74' 49.03' 17.71' 90.44' 146.26' 71.69' 14.5' 154.63' 107' 32.64' 42.97' 18.13' 71.69' 14.5' 110.4' 37.2'

344
33

344
24

7

14 NO. 9938
108.29' 19.07' 49.03' 16.98' 109' 107' 32.64' 42.97' 18.13' 71.69' 14.5' 110.4' 37.2'

21 3.204 AC. (C)

241

CIRCLE

8

9

TRACT

10

ORANGETHORPE (PLACENTIA-YORBA ROAD) AVENUE

POR. SBE 804-30-26A-1

A.T. & S.F.

344
100'

LOT 3
BLK. 36

(ATWOOD CHANNEL)

6

10

APN	NAME	ADDRESS	CITY	STATE	ZIP
346-331-33	MARIE ARPI TCHOBOIAN	1016 N VINEDO AVE	PASADENA	CA	91107
346-331-35	MARIE ARPI TCHOBOIAN	1952 E VETERANS WAY	PLACENTIA	CA	92870
343-361-14	COBBLESTONE 1993	1667 LINCOLN AVE	ORANGE	CA	92865
343-361-15	COBBLESTONE 1993	1667 LINCOLN AVE	ORANGE	CA	92865
343-692-05	DNG MANAGEMENT	798 BULL CREEK RD	MARS HILL	NC	28754
343-692-18	COVINGTREE HOMEOWNERS ASSOC	1369 RIVERSIDE DR	FULLERTON	CA	92831
346-241-02	ORANGE COUNTY FLOOD CONTROL	300 N FLOWER ST 6TH FLOOR	SANTA ANA	CA	92703
346-241-06	RNKS LLC	1913 NANCITA CIR	PLACENTIA	CA	92870
346-241-07	LIZZIE LLC	304 COPO DE ORO DR	BREA	CA	92823
346-241-08	SALIM WAKIM	20640 VIA BREVE	YORBA LINDA	CA	92886
346-331-02	CITY OF PLACENTIA	401 E CHAPMAN AVE	PLACENTIA	CA	92870
346-331-03	CITY OF PLACENTIA	401 E CHAPMAN AVE	PLACENTIA	CA	92870
346-331-09	ORANGE COUNTY FLOOD CONTROL	300 N FLOWER ST 6TH FLOOR	SANTA ANA	CA	92703
346-331-10	ORANGE COUNTY FLOOD CONTROL	300 N FLOWER ST 6TH FLOOR	SANTA ANA	CA	92703
346-331-11	CITY OF PLACENTIA	401 E CHAPMAN AVE	PLACENTIA	CA	92870
346-331-19	PLACENTIA VETERANS VILLAGE	1256 MARKET ST	SAN FRANCISCO	CA	94102
346-331-27	CHERYL SILVA	1826 E VERDE PL	ANAHEIM	CA	92805
346-331-29	SANCHEZ RODRIGUEZ LLC	1138 S SHAWNEE DR	SANTA ANA	CA	92704
346-331-30	CITY OF PLACENTIA	401 E CHAPMAN AVE	PLACENTIA	CA	92870
346-331-32	CITY OF PLACENTIA	401 E CHAPMAN AVE	PLACENTIA	CA	92870
346-331-36	AJAX LAKEVIEW DEV	18 CYPRESS POINT	NEWPORT BEACH	CA	92660
346-331-37	AJAX LAKEVIEW DEV	18 CYPRESS POINT	NEWPORT BEACH	CA	92660

Certified Property Owner's
Affidavit

I, Michael Higginson

Hereby certify that the attached list contains the names and addresses of all persons to whom all property is assessed as they appear on the latest available assessment roll of the county within the area described on the attached application and for all properties within 300 feet from the exterior boundaries of the property described on the attached application, as of 4/6/22

Subject Parcel number 346-331-33, 35

I certify under penalty of perjury the forgoing is true and correct to the best of my knowledge.

(Signed) Michael Higginson

Name Michael Higginson

Address 3040 Hwy 193 Greenwood, CA. 95635

Phone # 800-528-7104



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF DEVELOPMENT SERVICES

DATE: MARCH 21, 2023

SUBJECT: **CONSIDERATION OF A RESOLUTION AUTHORIZING APPLICATION TO, AND PARTICIPATION IN THE PROHOUSING DESIGNATION PROGRAM WITH THE STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (HCD); AND CONSIDERATION OF A RESOLUTION AUTHORIZING APPLICATION FOR, AND RECEIPT OF PROHOUSING INCENTIVE PILOT PROGRAM FUNDS**

FISCAL IMPACT: NO IMMEDIATE IMPACT, COULD RESULT IN RECEIPT OF \$1,000,000 IN STATE FUNDING

SUMMARY:

The City of Placentia is in the process of applying to the State to obtain a Prohousing designation. Attached Resolutions will authorize application to and participation in the Prohousing Designation Program, and will make Placentia eligible to apply for the Prohousing Incentive Pilot Program grant funds in a total amount not to exceed \$1,000,000.

RECOMMENDATION:

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

1. Adopt Resolution No. R-2023-15, a Resolution of the City Council of the City of Placentia, California, authorizing application to and participation in the Prohousing Designation Program; and
2. Adopt Resolution No. R-2023-16, a Resolution of the City Council of the City of Placentia, California, authorizing application for, and receipt of, Prohousing Incentive Pilot Program funds.

STRATEGIC PLAN STATEMENT:

This item is consistent with the City Council approved 5-Year Strategic Goal to achieve the following:

1.e.
March 21, 2023

Implementation of Housing Element Strategies, Objective Number 3.10. This agenda item will specifically create opportunities for the development of more housing in the city, including a mix of housing at various price points. Also, this item will serve to enhance affordable housing production efforts in general as it will create potential funding mechanisms and other incentives to attract and promote affordable housing in the community.

BACKGROUND:

The State has determined that increasing the availability of housing is critical to bettering the quality of life of all Californians. The 2019-2020 Budget Act provided a spectrum of support, incentives, and accountability measures to meet California's housing goals, and provided for the establishment of the Prohousing Designation Program. The intent of this State program is to encourage jurisdictions to enact regulations, adopt policies, and establish local programs that go beyond current state laws and conventional standards and will accelerate the production of housing, both market rate and affordable at all density levels.

In return for adopting such pro-housing regulations, policies, and programs, local governments can receive an official designation and receive an advantage such as priority processing or funding points when applying for various funding programs. Current eligible funding programs that prioritize those with Prohousing designation include Affordable Housing & Sustainable Communities (AHSC), Infill Infrastructure Grant (IIG), and Transformative Climate Communities (TCC). However, the State is actively looking to add additional programs, particularly those that are only open to those with a Prohousing designation. A successful Prohousing designation could potentially lead to receipt of Prohousing Incentive Pilot Program funds in a total amount not to exceed \$1,000,000.

DISCUSSION:

The City of Placentia is in the process of applying to the State to obtain a Prohousing designation. This Program is only open to those jurisdictions that have a certified Housing Element, which is an ongoing effort. Staff is now working with Kimley-Horn consultants to address the latest comments regarding the adopted Housing Element from the State Department of Housing and Community Development (HCD). Staff anticipates achieving a State certified Housing Element no later than Summer 2023, or earlier.

The attached Resolution (attachment 1) is a required component of the application. Upon the City Council's approval of the Resolution, City staff will submit the entire Prohousing Designation Program application to HCD for review and approval. City Staff has been working with SCAG staff in crafting this application to HCD.

The second Resolution attached to this Staff Report (attachment 2) is authorizing application for, and receipt of, Prohousing Incentive Pilot (PIP) Program funds. Receipt of these funds is contingent upon receiving the Prohousing Designation from HCD. Adoption of this Resolution would make Placentia eligible to apply for the PIP grant funds in a total amount not to exceed \$1,000,000. Said funds may be used for the development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to low- and moderate-income households, including necessary operating subsidies. The funds could be

utilized to help finance an affordable housing development in Placentia, or for assisting those at risk of homelessness, including funding for navigation centers and emergency shelters, among other eligible expenses.

FISCAL IMPACT:

Approval of a Prohousing designation and access to the resulting PIP grant funds could result in Placentia receiving up to \$1,000,000 in grant funds to generate affordable housing.

Prepared by:



Joseph M. Lambert
Director of Development Services

Reviewed and approved:

Jennifer Lampman

Jennifer Lampman
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Resolution No. R-2023-15, a Resolution of the City Council of the City of Placentia, California, authorizing application to and participation in the Prohousing Designation Program
2. Resolution No. R-2023-16, a Resolution of the City Council of the City of Placentia, California, authorizing application for, and receipt of, Prohousing Incentive Pilot Program funds

RESOLUTION NO. R-2023-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, AUTHORIZING APPLICATION TO AND PARTICIPATION IN THE PROHOUSING DESIGNATION PROGRAM

WHEREAS, Government Code section 65589.9 established the Prohousing Designation Program (“**PDP**” or “**Program**”), which creates incentives for jurisdictions that are compliant with state housing element requirements and that have enacted Prohousing local policies; and

WHEREAS, such jurisdictions will be designated Prohousing, and, as such, will receive additional points or other preference during the scoring of their competitive applications for specified housing and infrastructure funding; and

WHEREAS, the Department of Housing and Community Development (“**Department**”) has adopted emergency regulations (Cal. Code Regs., tit. 25, § 6600 et seq.) to implement the Program (“**Program Regulations**”), as authorized by Government Code section 65589.9, subdivision (d); and

WHEREAS, the **CITY OF PLACENTIA** (“**Applicant**”) desires to submit an application for a Prohousing Designation (“**Application**”).

THEREFORE, IT IS RESOLVED THAT:

1. Applicant is hereby authorized and directed to submit an Application to the Department.
2. Applicant acknowledges and confirms that it is currently in compliance with applicable state housing law.
3. Applicant acknowledges and confirms that it will continue to comply with applicable housing laws and to refrain from enacting laws, developing policies, or taking other local governmental actions that may or do inhibit or constrain housing production. Examples of such local laws, policies, and action include moratoriums on development; local voter approval requirements related to housing production; downzoning; and unduly restrictive or onerous zoning regulations, development standards, or permit procedures. Applicant further acknowledges and confirms that it commits itself to affirmatively furthering fair housing pursuant to Government Code section 8899.50.
4. If the Application is approved, Applicant is hereby authorized and directed to enter into, execute, and deliver all documents required or deemed necessary or appropriate to participate in the Program, and all amendments thereto (the “**Program Documents**”).

5. Applicant acknowledges and agrees that it shall be subject to the Application; the terms and conditions specified in the Program Documents; the Program Regulations; and any and all other applicable law.
6. **The CITY ADMINISTRATOR** is authorized to execute and deliver the Application and the Program Documents on behalf of the Applicant for participation in the Program.

PASSED, ADOPTED and APPROVED this 21st day of March 2023.

Ward L. Smith, 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 21st day of March 2023 by the following vote:

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

Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

Christian Bettenhausen, City Attorney

RESOLUTION NO. R-2023-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING APPLICATION FOR, AND RECEIPT OF, PROHOUSING INCENTIVE PILOT PROGRAM FUNDS

WHEREAS, pursuant to Health and Safety Code 50470 et. Seq, the Department of Housing and Community Development (“Department”) is authorized to issue Guidelines as part of an incentive program (hereinafter referred to by the Department as the Prohousing Incentive Pilot Program or “PIP”); and

WHEREAS, the City Council of the City of Placentia desires to submit a PIP grant application package (“Application”), on the forms provided by the Department, for approval of grant funding for eligible activities toward planning & implementation activities related to housing and community development as a result of meeting eligibility criteria including but not limited to Prohousing Designation; and

WHEREAS, the Department has issued Guidelines and Application on December 15, 2022 in the amount of \$25,705,546 for PIP;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLACENTIA (“APPLICANT”) RESOLVES AS FOLLOWS:

SECTION 1. The City Administrator is hereby authorized and directed to submit an Application to the Department in response to the NOFA, and to apply for the PIP grant funds in a total amount not to exceed \$1,000,000;

SECTION 2. In connection with the PIP grant, if the Application is approved by the Department, the City Manager of the City of Placentia is authorized and directed to enter into, execute, and deliver on behalf of the Applicant, a State of California Agreement (“Standard Agreement”) for the total amount not to exceed \$1,000,000, and any and all other documents required or deemed necessary or appropriate to evidence and secure the PIP grant, the Applicant’s obligations related thereto, and all amendments thereto; and

SECTION 3. The Applicant shall be subject to the terms and conditions as specified in the Guidelines, and the Standard Agreement provided by the Department after approval. The Application and any and all accompanying documents are incorporated in full as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the Application will be enforceable through the fully executed Standard Agreement. Pursuant to the Guidelines and in conjunction with the terms of the Standard Agreement, the Applicant hereby agrees to use the funds for eligible uses and allowable expenditures in the manner presented and specifically identified in the approved Application.

PASSED, ADOPTED and APPROVED this 21st day of March 2023.

Ward L. Smith, 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 21st day of March 2023 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



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: CITY ADMINISTRATOR
FROM: DIRECTOR OF DEVELOPMENT SERVICES
DATE: MARCH 21, 2023
SUBJECT: **2022 HOUSING ELEMENT ANNUAL PROGRESS REPORT**
FISCAL
IMPACT: NONE

SUMMARY:

State law requires cities to prepare and submit an Annual Progress Report ("APR") on the status and progress of implementing the goals identified within the City's certified Housing Element. Government Code Section 65700 exempts charter cities from preparing an APR on the status of the housing element. However, all cities including charter cities must submit an Annual Progress Report to be eligible for certain funding programs. This report is to be submitted to the City Council, the Governor's Office of Planning and Research ("OPR"), and the California Department of Housing and Community Development ("HCD") prior to April 1 of each year. This action receives and files the 2022 Housing Element Annual Progress Report which subsequently will be sent to the State.

RECOMMENDATION:

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

Receive and file the 2022 Housing Element Annual Progress Report.

STRATEGIC PLAN STATEMENT:

This item is consistent with the City Council approved 5-Year Strategic Goal to achieve the following:

Implementation of Housing Element Strategies, Objective Number 3.10. This agenda item will ensure opportunities for the development of more housing in the city, including a mix of housing at various price points. Also, this item will serve to enhance affordable housing production efforts in general as the adopted Housing Element encourages housing production, including an emphasis on the production of affordable housing in the community.

1.f.
March 21, 2023

DISCUSSION:

Government Code Section 65400 requires that the City provide the governing body, in this case the City Council, an APR on the status and progress in implementing the Housing Element using forms and definitions adopted by the California Department of Housing and Community Development. Government Code Section 65700 exempts charter cities from preparing an annual report on the status of the Housing Element. However, all cities including charter cities must submit an annual report to be eligible for certain funding programs. As stated by HCD, the APR is an important tool to facilitate implementation of a community's Housing Element and to track and monitor progress in addressing housing needs and goals. The APR includes information on a city's progress in fulfilling the Regional Housing Needs Allocation ("RHNA"), including the number of housing units permitted (that is, how many building permits were pulled by developers) by defined income level, as well as the status of programs in the housing element and efforts to remove governmental constraints. The aforementioned reporting is based on the RHNA, programs and policies in the 6th Cycle Housing Element adopted by City Council on March 15, 2022.

The APR is to be provided to the OPR and to HCD no later than April 1 of every year. Once reviewed, received and filed by the City Council, Staff will electronically submit the APRs to the OPR and the HCD.

The APR is primarily a spreadsheet of required information regarding annual building activity broken down into pre-defined income levels (for example, Very Low, Low, and Moderate). These income levels correspond to the Regional Housing Need Allocation (RHNA) as assigned by the Southern California Association of Governments (SCAG), as empowered by HCD. The RHNA process is the part of Housing Element Law used to determine how many new homes, and the affordability of those homes, each local government must plan for in its Housing Element. As detailed in the City's Amendment to the Housing Element for the 2021-2029 Planning Period, which was adopted by the City Council on March 15, 2022, the City's Regional Housing Needs Assessment (RHNA) is 4,398 units. Those 4,398 units, which must be "planned for" in the Housing Element planning period of 2021 to 2029, are broken down into the following income categories:

Income Level	Regional Housing Needs Assessment 2021-2029
Extremely Low	622
Very Low	621
Low	680
Moderate	782
Above Moderate	1,693
Totals	4,398

During the Housing Element planning period of 2006-2014, Placentia was assigned a total RHNA allocation of 98 total units. Regarding the 2013-2021 Planning Period and corresponding Housing Element which was adopted by City Council on January 7, 2014, the City's assigned RHNA was 492 total units. As demonstrated, during the last three Planning Period cycles, the RHNA has drastically increased from 98 units for the 2006-2014 Planning Period, to 492 units for the 2013-

2021 Planning Period, to 4,398 units for the 2021-2029 Planning Period (6th Cycle). Below is a snapshot of the progress Placentia has made related to facilitating housing production for calendar year 2022, as it relates to the 2021-2029 Planning Period (6th Cycle):

Income Level		RHNA Allocation by Income Level	Projection Period 06/30/2021-10/14/2021	2021	2022	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Very Low	Deed Restricted	1,243	-	-	-	-	1,243
	Non-Deed Restricted		-	-	-		
Low	Deed Restricted	680	-	-	64	66	614
	Non-Deed Restricted		2	-	-		
Moderate	Deed Restricted	782	-	-	14	14	768
	Non-Deed Restricted		-	-	-		
Above Moderate		1,693	-	34	73	107	1,586
Total RHNA		4,398					
Total Units			2	34	151	187	4,211

Under state law, a density of 30 units/acre is considered necessary to facilitate affordable housing which is not subsidized. This requirement was satisfied within the Old Town Placentia Revitalization Plan adopted in 2017 near the proposed Metrolink station. In addition, the City has an active Request for Proposals (RFP) seeking an affordable housing developer to build on the City (or Agency) owned lots on Baker Street for workforce housing. As mentioned, properties on Baker Street are within a “by-right” sub-area of the Old Town Zone which allows housing at a base density of 65 units/acre.

Regarding affordable housing production during the last several years, the City worked with the County of Orange, and in partnership with Mercy Housing California in 2018, to construct of a 49-unit affordable (extremely low income) housing development for homeless and/or disabled Veterans (with an additional manager’s unit). partially located on a property owned by Orange County Flood Control, leased to Mercy Housing and located within the City. Other affordable housing developments entitled and/or under construction include: The Santa Angelina development at Church of the Blessed Sacrament (64 units); and, USA Properties was approved to construct 189 housing units, 187 income restricted affordable workforce housing units, and two manager units.

In addition to the aforementioned affordable residential developments, the City entitled several developments since 2018. Of note, The Herald (215 units) was finished in 2021. JPI is building 418 residential apartment units, approved which are scheduled for occupancy by Fall 2023. In 2021, Toffoli Investments was approved to construct 139 for-sale residential townhomes, with an additional 12 units approved in 2022. Toffoli Investments also is in the process of entitling 39 residential units on Veterans Way. Several other developments (including a 100-unit subdivision) are currently in the entitlement phase. In conclusion, the City of Placentia has been entitling and facilitating the construction of affordable and market rate housing units at a remarkably high pace since at least 2016.

Prepared by:



Joseph M. Lambert
Director of Development Services

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. 2021 Housing Element Annual Progress Report
2. Tab A2 of Attachment 1, Printer Friendly Format

Project Identifier					Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes							Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Density By Application	
1					2	3	4	5							6	7	8	9	10
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Date Application Submitted- (see instructions)	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by project	Total DISAPPROVED Units by Project	Was APPLICATION SUBMITTED Pursuant to GC 65913.4(b)? (SB 35 Streamlining)	Ddi the housing development application seek incentives or concessions pursuant to Government Code section 65915?
Summary Row: Start Data Entry Below							0	0	0	0	23	0	170	193	86	0			
346-331-32	346-331-32	1952 & 1958 E. Veterans Way	Veterans Way Toffoli	DPR 2022-01, TTM 19183, UP 2022-01	5+	O	1/14/2022							39	39	39	0	No	No
346-164-24	346-164-24	502 & 513 S. Van Buren St.	Hudson II	DPR 2022-03, TTM 19251, UP 2022-04	5+	O	6/30/2022							12	12	12	0	No	No
339-022-09	339-022-09	432 Morse	ADU	ADU 2022-03	ADU	O	5/18/2022					1			1	1		No	No
340-481-39	340-481-39	1072 Hennetta Circle	ADU	ADU 2022-08	ADU	O	5/23/2022					1			1	1		No	No
339-021-29	339-021-29	248 Wilson	ADU	ADU 2022-09	ADU	O	5/24/2022					1			1	1		No	No
336-192-14	336-192-14	1836 Allegheny	ADU	ADU 2022-11	ADU	O	5/5/2022					1			1	1		No	No
339-323-05	339-323-05	604 Twilight	ADU	ADU 2022-12	ADU	O	5/16/2022					1			1	1		No	No
	336-012-35	431 Livingston	ADU	ADU 2022-13	ADU	O	5/19/2022					1			1	1		No	No
	340-241-08	427 Windflower	ADU	ADU 2022-16	ADU	O	6/30/2022					1			1	1		No	No
	336-322-33	420 Montessori	ADU	ADU 2022-17	ADU	O	7/18/2022					1			1	1		No	No
	339-021-11	420 Orchard	ADU	ADU 2022-19	ADU	O	8/17/2022					1			1	1		No	No
	336-391-11	2143 McCormack Ln	ADU	ADU 2022-20	ADU	O	9/29/2022					1			1	1		No	No
	339-321-05	604 N. Placentia	ADU	ADU 2022-21	ADU	O	9/15/2022					1			1	1		No	No
	336-121-27	2201 Valencia	ADU	ADU 2022-22	ADU	O	9/28/2022					1			1	1		No	No
	344-162-20	967 Tafolla	ADU	ADU 2022-23	ADU	O	9/21/2022					1			1	1		No	No
	339-041-28	307 Orangegrove	ADU	ADU 2022-24	ADU	O	10/10/2022					1			1	1		No	No
	336-423-08	1743 Canard	ADU	ADU 2022-25	ADU	O	10/11/2022					1			1	1		No	No
	341-493-33	1267 E. Runyon	ADU	ADU 2022-01	ADU	O	3/26/2022					1			1	1		No	No
	336-323-04	2219 Montgomery Circle	ADU	ADU 2022-02	ADU	O	2/15/2022					1			1	1		No	No
	339-322-38	528 Sunrise	JADU	ADU 2022-04	ADU	O	12/16/2021					1			1	1		No	No
	344-142-04	920 Arnold	ADU	ADU 2022-05	ADU	O	2/23/2022					1			1	1		No	No
	339-351-09	409 Olive	ADU	ADU 2022-07	ADU	O	5/6/2022					1			1	1		No	No
	336-483-25	1820 Carlten	ADU	ADU 2022-10	ADU	O	6/2/2022					1			1	1		No	No
	336-451-25	949 Cobb	ADU	ADU 2022-15	ADU	O	6/15/2022					1			1	1		No	No
	344-153-14	529 Kansas	ADU	ADU 2022-18	ADU	O	7/21/2022					1			1	1		No	No
	346-172-25	17000 La Paloma	La Paloma	TPM 2019-175/SPR 2022-01	SFD	O	2/4/2020							3	3	3		No	No
	339-431-02, 339-431-03, 339-431-04, 339-431-05, 339-431-06, 339-401-008, 339-401-09	505, 515, 523, 531, 535 W. Crowther Ave., 407 Goetz Place, 409 Evelyn Place	JPI	DPR 2018-04	5+	R	5/8/2018							418	418	418	0	No	No
	346-181-19	1663 Oak St	Nick Rocco House	SPR 2021-01	SFD	O	3/2/2021							1	1	1		No	No
	344-282-29	1014 Cypress St.	Colette's House	SPR 2021-07	2 to 4	R	7/20/2021				2				2	2		No	No
	339-354-19	119 S. Main	Ramos Duplex	SPR 2021-06	2 to 4	O	12/7/2021							2	2	2		No	No
	339-321-03	616 N. Placentia	ADU	ADU 2021-02	ADU	O	3/22/2021					1			1	1		No	No
	339-402-05, 339-402-05, 339-402-08, 339-402-11	207 & 209 W. Crowther Ave.	USA Properties	DPR 2020-03	5+	R	5/18/2021	94		93				2	189	189		No	No
	336-413-14	738 Royal Stewart Dr.		ADU 2020-08	ADU	O	12/2/2020					1			1	1		No	No

Jurisdiction	Placentia	
Reporting Year	2022	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

ANNUAL ELEMENT PROGRESS REPORT Housing Element Implementation

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.
Please contact HCD if your data is different than the material supplied here

Table B
Regional Housing Needs Allocation Progress
Permitted Units Issued by Affordability

Income Level		RHNA Allocation by Income Level	Projection Period - 06/30/2021-10/14/2021	2									3	4
				2021	2022	2023	2024	2025	2026	2027	2028	2029		
Very Low	Deed Restricted	1,243	-	-	-	-	-	-	-	-	-	-	-	-
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-	-	1,243
Low	Deed Restricted	680	-	-	64	-	-	-	-	-	-	-	-	66
	Non-Deed Restricted		2	-	-	-	-	-	-	-	-	-	-	614
Moderate	Deed Restricted	782	-	-	14	-	-	-	-	-	-	-	-	14
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-	-	768
Above Moderate		1,693	-	34	73	-	-	-	-	-	-	-	-	1,586
Total RHNA		4,398												
Total Units			2	34	151	-	-	-	-	-	-	-	-	4,211
Progress toward extremely low-income housing need, as determined pursuant to Government Code 65583(a)(1).														
		5		2021	2022	2023	2024	2025	2026	2027	2028	2029	6	7
		Extremely low-income Need											Total Units to Date	Total Units Remaining
Extremely Low-Income Units*		622		S	-	-	-	-	-	-	-	-	-	622

*Extremely low-income housing need determined pursuant to Government Code 65583(a)(1). Value in Section 5 is default value, assumed to be half of the very low-income RHNA. May be overwritten.

Note: units serving extremely low-income households are included in the very low-income RHNA progress and must be reported as very low-income units in section 7 of Table A2. They must also be reported in the extremely low-income category (section 13) in Table A2 to be counted as progress toward meeting the extremely low-income housing need determined pursuant to Government Code 65583(a)(1).

Please note: For the last year of the 5th cycle, Table B will only include units that were permitted during the portion of the year that was in the 5th cycle. For the first year of the 6th cycle, Table B will only include units that were permitted since the start of the planning period. Projection Period units are in a separate column.

Please note: The APR form can only display data for one planning period. To view progress for a different planning period, you may login to HCD's online APR system, or contact HCD staff at apr@hcd.ca.gov.

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Jurisdiction	Placentia		
Reporting Year	2022	(Jan. 1 - Dec. 31)	
Table D			
Program Implementation Status pursuant to GC Section 65583			
Housing Programs Progress Report			
Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.			
1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
Program HE-1.1: Manufactured Housing and Mobile Homes	Preserve existing mobile home parks and manufactured housing	Ongoing	Completed. Staff reviewed the use of manufactured housing and is encouraging manufactured housing use through contacting distributors for information and meeting with manufacturers and developers who specialize in this housing
Program HE-1.2: Locate Housing Near Transportation, Employment and Service	Proximity to transportation employment and services	Ongoing	Ongoing. This remains a high priority of the City as the construction of the Placentia Metrolink Station is scheduled to start late 2019. The City Council approved and adopted the Transit Oriented Development (TOD) Packing House District near the future Metrolink Station on April 18, 2017 which allows densities up to 95 du/acre. To date, 633 units have been entitled in the TOD District. On July 18, 2017, the Old Town Zoning District was adopted (Ordinance No. O-2017-05) by City Council and the Development Standards include a sub-area allowing high density housing by right without a public hearing, at a density up to 65 dwelling units per acre. Both the TOD and Old Town Zoning Districts are immediately adjacent to the Placentia Metrolink Station.
Program HE-1.3: Pursue County, State, and Federal Housing Funds	Increase use of county, state and federal funds	Ongoing, and Monitor funding opportunities on an annual basis and apply for funding as opportunities arise	The City has applied for a Prohousing designation and for PIP funding specifically to produce affordable housing

<p>Program HE-1.4: Emergency Shelters, Low Barrier Navigation Centers, Transitional and Supportive Housing and Agricultural Employee Housing</p>	<p>Encourage the provision of emergency shelters, low barrier navigation centers, transitional and supportive housing and agricultural employee housing consistent with State law</p>	<p>Previously completed and ongoing to 6/23/2023</p>	<p>Previously completed and ongoing: On May 7, 2016 the City Council approved Ordinance No. O-2013-08 to amend Title 23 (Zoning Ordinance) of the Placentia Municipal Code Pertaining to Emergency Shelters, Supportive and Transitional Housing Facilities, Single Room Occupancies and Provisions for Reasonable Accommodations for Persons with Disabilities, including Standards and Procedures. However, To ensure compliance with recent changes to State law (AB 139), a Code amendment will be processed in 2022 to revise emergency shelter parking standards. Separation requirements for emergency shelters will also be modified consistent with current law.</p>
<p>Program HE-1.5: Infrastructure Provision</p>	<p>Reduce constraints associated with infrastructure</p>	<p>Annual review, revisions as appropriate</p>	<p>Previously completed and ongoing: Annual review, revisions were as appropriate</p>
<p>Program HE-1.6: Development Processing System Review</p>	<p>Minimize development review/processing time</p>	<p>Ongoing</p>	<p>Prepare SB 35 procedures by June 23. Continue to post zoning, development standards and fees on the City website. Ongoing, Annual Review</p>
<p>Program HE-1.7: Vacant and Underutilized Land Inventory</p>	<p>Inventory of vacant and underutilized land</p>	<p>Annual</p>	<p>Ongoing. The City provides the inventory of vacant and underutilized land upon request and routinely discusses these parcels with developers. In FY 17-18, the City has budgeted consulting services with an private economic development firm to assist with identifying up-to-date inventory of vacant and underutilized land. The City is in the process of selling these vacant lands to qualified developers.</p>
<p>Program HE-1.8: Adequate Sites for Housing Development</p>	<p>Rezone sufficient land with appropriate densities to accommodate the RHNA allocation</p>	<p>Partially Completed and June 23</p>	<p>Partially completed. Ordinance No. O-2022-08 adopted by the City Council in December 2022 changed the allowable density in the R-3 Zone from 25 to 30 dwelling units per acre which the Housing Element required. The other rezoning required by the Housing Element is underway, which is the expansion of the TOD Zone to facilitate additional housing opportunities at a density up to 95 dwelling units per acre.</p>
<p>Program HE-1.9: Monitoring of Constructed Units Based on Income-Level</p>	<p>Tracking performance by income level.</p>	<p>Ongoing</p>	<p>Ongoing. Forms have been developed to gain the information at the time a building permit is issued.</p>

<p>Program HE-1.10: Encourage Development of Housing for Extremely-Low Income Households</p>	<p>The construction of 616 ELI units</p>	<p>Annual</p>	<p>Annual consultation with affordable housing developers, or as development opportunities arise, however, this was also a completed effort with the issuance of permits for 49 very low income units in 2018 (the Veteran's Village development) contributing to achieving this goal. The City is reviewing other incentive programs to implement. The City has increased its contacts with non-profit developers regarding affordable housing opportunities. The elimination of redevelopment set aside funds severely restricts this effort.</p>
<p>Program HE-1.11: Density Bonus Ordinance</p>	<p>Update the Density Bonus Ordinance consistent with State law</p>	<p>Completed</p>	<p>The City of Placentia provides for a density bonus, incentives and concessions to facilitate and encourage the development of lower-income housing units through its Density Bonus Ordinance. To ensure that City regulations are consistent with recent changes to State law, the City will process an amendment to the ordinance in mid-2023. The City will inform housing developers of the Density Bonus Ordinance through informational materials distributed at City Hall, on the City's website and during pre-application meetings.</p>
<p>Program HE-1.12: Development of Senior Housing</p>	<p>Senior Housing Development</p>	<p>Completed/Ongoing</p>	<p>The City recognizes the unique character of the senior population. Seniors typically have specialized housing needs and fixed incomes that may require housing units not generally included in market rate housing. In 2020 the City Council approved entitlements for a 64-unit affordable senior housing development at 1314 N. Angelina Drive. The City shall continue to encourage the development of a wide range of housing choices for seniors through incentives (e.g., financial assistance, parking reductions, regulatory waivers). These may include independent living communities and assisted living facilities with on-site services and access to health care, nutrition, transportation and other appropriate services.</p>
<p>Program HE-1.13: Development of Housing for Larger Families</p>	<p>Housing units with 3+ bedrooms</p>	<p>Ongoing</p>	<p>The City recognizes that providing appropriately-sized housing units for large families is important to improving livability, reducing instances of overcrowding and minimizing deferred maintenance issues. The City shall encourage incorporation of units with 3 or more bedrooms in for-sale and rental housing developments to accommodate the needs of larger families through activities such as technical assistance, expedited processing, and flexibility in development standards.</p>

<p>Program HE-1.14: Housing for Persons with Special Needs</p>	<p>Increased availability of housing units for households with special needs</p>	<p>Annual/Ongoing</p>	<p>Housing to accommodate persons and families with special needs is a high priority for Placentia. In 2018 the City approved the Veteran’s Village development with 49 very-low-income units for veterans who are homeless or at risk of homelessness. The project also provides services such as vocational training, mental health counseling, job placement, etc. The City shall continue to work with non-profit housing developers, service providers and the County of Orange to encourage and support the development of housing for special needs households, including persons with developmental disabilities, through activities such as technical assistance, assistance in seeking funding annually, expedited processing and flexibility in development standards.</p>
<p>Program HE-1.15: Transit-Oriented Development</p>	<p>Transit-oriented development</p>	<p>Completed and Ongoing; expand existing TOD zone boundaries, goal for adoption is June 2023</p>	<p>Transit-Oriented Development (TOD) is a compact mixed-use or commercial area designed to maximize access to public transport, and often incorporates features to encourage transit ridership. Consistent with federal, state and regional policies focusing on concentrated growth around transit, in 2017 the City Council adopted the TOD Packing House zoning district, which allows densities up to 95 du/acre near the future Metrolink Station. Since then, 633 multi-family units have been entitled in the TOD District. Also in 2017, the Old Town Zoning District was adopted, which includes a sub-area allowing high-density housing by-right up to 65 units per acre. The City continues to work with developers on TOD opportunities connected with the forthcoming Placentia Metrolink Station. Incentives include the utilization of City-owned property as well as reduced parking requirements and densities up to 95 dwelling units per acre for the TOD Zone and up to 65 dwelling units per acre for the Old Town Zone. The City shall encourage Transit-Oriented Developments through incentives that may include financial assistance, density bonus, and regulatory waivers. (see also Programs 1.2 and 1.8). To expand housing opportunities, an amendment to the TOD zone will be processed</p>
<p>Program HE-1.16: Single-Room Occupancy (SROs)</p>	<p>Facilitate development of SROs</p>	<p>Ongoing</p>	<p>Single-room-occupancy developments (SROs) provide housing opportunities for lower-income individuals, persons with disabilities, and the elderly. State law requires that jurisdictions identify zoning districts available to encourage and facilitate a variety of housing types, including SROs. The Zoning Code allows SRO developments in the R-3 and C-2 districts. The City will continue to encourage development of SROs through a variety of methods including financial assistance, density bonus, and regulatory concessions.</p>

<p>Program HE-1.17: Residential Parking Requirements</p>	<p>Revise existing multi-family parking standards in the R-3 district</p>	<p>Oct-23</p>	<p>The City's greatest potential for affordable housing development exists in the area near the Metrolink station. As part of the new TOD zone for this area, the City adopted parking standards based on the realistic demand and opportunities for shared parking in TOD and mixed-use developments, especially new housing units affordable to lower- and moderate-income households. The City will also initiate an amendment to the Code to revise reduce multi-family parking standards for small (i.e., studio or 1-bedroom) units in the R-3 district to one covered space per unit (garage or carport) to reduce this potential constraint.</p>
<p>Program HE-1.18: Encourage and Facilitate Lot Consolidation</p>	<p>Encourage/facilitate lot consolidation</p>	<p>Ongoing, and Zoning Code Amendment in 2022-23</p>	<p>The City will encourage and facilitate consolidation of vacant and underutilized lots to create larger building sites for residential development through a lot consolidation density incentive that allows a 5% density increase when parcels totaling at least 0.5 acre are consolidated, and a 10% density increase when parcels totaling at least 1.0 acre are consolidated. This incentive program will be publicized to developers and other interested parties through printed materials available at City Hall and electronically on the City's website.</p>
<p>Program HE-1.19: Accessory Dwelling Units</p>	<p>Encourage ADU production</p>	<p>Completed and Ongoing</p>	<p>Accessory dwelling units (also known as ADUs, second units or granny flats) can help to address a portion of the city's housing needs, particularly for small lower-income households. City ADU regulations were updated in 2020 consistent with State law. The City will continue to monitor legislation and revise regulations as necessary to ensure conformance with current law. The Orange County Council of Governments (OCCOG) is currently preparing an "ADU Toolkit" that will be available to all jurisdictions in the county. The City will utilize the ADU toolkit, which is expected to include standard plan examples, and other ADU resources to encourage ADU production. In addition, the City will explore and pursue ADU funding annually, modify development standards and reduce fees beyond the minimum requirements of State law, prepare pre-approved plans, and provide homeowner/applicant assistance tools.</p>

<p>Program HE-2.1: Support Regional and Local Fair Housing Efforts</p>	<p>Affirmatively further fair housing activities</p>	<p>Annual and Ongoing</p>	<p>The City will continue to disseminate information regarding fair housing in a variety of locations including City Hall, the City website and the library, and conduct ongoing, proactive outreach to engage members of all socio-economic groups and recruit members of underrepresented groups to participate in City meetings. The City will continue to seek funding to support the Fair Housing Council of Orange County (FHCOC), which provides community education, individual counseling, mediation, and low-cost advocacy with the expressed goal of eliminating housing discrimination and guaranteeing the rights of all people to freely choose the housing for which they qualify in the area they desire. The City will invite FHCOC to conduct annual fair housing outreach targeted to Placentia residents and landlords.</p>
<p>Program HE-2.2: Section 8 Rental Assistance</p>	<p>Provide information regarding housing assistance</p>	<p>Ongoing</p>	<p>The City will continue to provide referral services and information to residents regarding the Section 8 Rental Housing Assistance Program administered by the Orange County Housing Authority.</p>
<p>Program HE-2.3: Minimize Constraints on Housing for Persons with Disabilities</p>	<p>Minimize regulatory constraints on housing for persons with disabilities</p>	<p>Ongoing and, process Zoning Code amendment in 2023</p>	<p>The City will continue to implement the Reasonable Accommodation Ordinance, which provides relief from local regulations and permitting procedures that may have a discriminatory effect on housing for persons with disabilities. In addition, a Zoning Ordinance amendment will be processed in 2023 to update the definition of “family” consistent with State law.</p>
<p>Program HE-2.4: Comprehensive Housing Resource Directory</p>	<p>Housing Resource Directory</p>	<p>Ongoing</p>	<p>The City of Placentia will continue to coordinate with the County of Orange to publicize the County’s Comprehensive Housing Resource Directory, which will be made available on the City’s website and in print form at City Hall, the library and other public buildings.</p>
<p>Program HE-3.1: Community Based Neighborhood Rehabilitation</p>	<p>Conserve and improve existing residential neighborhoods</p>	<p>Ongoing</p>	<p>The City of Placentia will continue to coordinate with the County of Orange to publicize the County’s Comprehensive Housing Resource Directory, which will be made available on the City’s website and in print form at City Hall, the library and other public buildings. The City also utilizes CDBG funds annually for the repair and rehabilitation of housing units citywide.</p>
<p>Program HE-3.2: Neighborhood Identity</p>	<p>Create neighborhood identity</p>	<p>Ongoing</p>	<p>Encourage the creation of neighborhood themes and identity in all types of residential developments by use of building material, texture, color and landscaping linked with architectural styles. The City has some Objective Standards adopted and is also considering additional neighborhood and/or citywide architectural design guidelines.</p>

<p>Program HE-3.3: Placentia Rehabilitation Grant Program</p>	<p>Rehabilitate existing housing units utilizing CDBG funding</p>	<p>Ongoing</p>	<p>The City of Placentia shall continue to provide grants to rehabilitate owner-occupied, very-low-income housing units. The City shall outreach to potential applicants continuously through the City's website and will distribute printed material annually.</p>
<p>Program HE-3.4: Energy Conservation and Sustainable Building Practices</p>	<p>Continue to provide energy conservation educational materials to residents</p>	<p>Completed/Ongoing</p>	<p>The City recognizes that utility costs contribute to a household's overall expenditure for housing. The City shall promote energy and water conservation and "green building" in new and existing residential developments by providing educational materials on the City's website and in print form at City Hall, the library and at other public buildings. Compliance with Title 24 of the California Building Code will be required of all residential construction necessitating a building permit. The City shall also refer residents to local utility providers for energy and water conservation programs through the City's website. Finally, through participation in the HERO Program, the City shall provide information and encourage property owners to participate in the property-assessed conservation improvements as allowed by the program.</p>
<p>Program HE-3.5: Monitor and Preserve Affordable Housing At-Risk of Conversion to Market Rate</p>	<p>Encourage preservation and extension/renewal of "At Risk" units</p>	<p>Completed/Ongoing</p>	<p>The City shall continue to monitor units with affordability covenants that are eligible to expire during the next 10 years. To encourage the preservation of these "at-risk" units, the City shall coordinate with the County and non-profit housing organizations to encourage the extension and/or renewal of deed restrictions or covenants., comply with noticing requirements, provide education and assistance to tenants, assist with funding, and promptly reach out to qualified entities to preserve at-risk housing units.</p>
<p>Program HE-3.6: Vacant Building Ordinance</p>	<p>Prevent blight and deterioration in neighborhoods</p>	<p>Completed/Ongoing</p>	<p>To prevent blight and deterioration of Placentia's residential and non-residential neighborhoods, the Municipal Code establishes owner responsibilities for the maintenance and rehabilitation of long-term vacant buildings. The ordinance requires the registration of vacant properties resulting from foreclosure, and provides for an administrative monitoring program for boarded-up and vacant buildings. To ensure compliance, the ordinance imposes fees and civil penalties; and provides for administrative review and appeal opportunities. The City will continue to implement this ordinance to prevent blight and deterioration in Placentia's neighborhoods.</p>

Jurisdiction	Placentia	
Reporting Period	2022	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table F

Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1(c)

Please note this table is optional: The jurisdiction can use this table to report units that have been substantially rehabilitated, converted from non-affordable to affordable by acquisition, and preserved, including mobilehome park preservation, consistent with the standards set forth in Government Code section 65583.1, subdivision (c). Please note, motel, hotel, hostel rooms or other structures that are converted from non-residential to residential units pursuant to Government Code section 65583.1(c)(1)(D) are considered net-new housing units and must be reported in Table A2 and not reported in Table F.

Activity Type	Units that Do Not Count Towards RHNA ⁺ Listed for Informational Purposes Only				Units that Count Towards RHNA ⁺ Note - Because the statutory requirements severely limit what can be counted, please contact HCD to receive the password that will enable you to populate these fields.				The description should adequately document how each unit complies with subsection (c) of Government Code Section 65583.1 ⁺ . For detailed reporting requirements, see the checklist here: https://www.hcd.ca.gov/community-development/docs/adequate-sites-checklist.pdf
	Extremely Low-Income ⁺	Very Low-Income ⁺	Low-Income ⁺	TOTAL UNITS ⁺	Extremely Low-Income ⁺	Very Low-Income ⁺	Low-Income ⁺	TOTAL UNITS ⁺	
Rehabilitation Activity									
Preservation of Units At-Risk									
Acquisition of Units									
Mobilehome Park Preservation									
Total Units by Income									

and restrictions for the unit. Before adding information to

ove Moderate	Notes
	6
<u>Date Converted</u>	<u>Notes</u>

Jurisdiction	Placentia	
Reporting Year	2022	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

Building Permits Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	64
	Non-Deed Restricted	0
Moderate	Deed Restricted	14
	Non-Deed Restricted	0
Above Moderate		73
Total Units		151

Note: Units serving extremely low-income households are included in the very low-income permitted units totals

Units by Structure Type	Entitled	Permitted	Completed
SFA	0	16	0
SFD	1	25	18
2 to 4	0	2	0
5+	12	94	221
ADU	23	14	3
MH	0	0	0
Total	36	151	242

Housing Applications Summary	
Total Housing Applications Submitted:	33
Number of Proposed Units in All Applications Received:	193
Total Housing Units Approved:	86
Total Housing Units Disapproved:	0

Use of SB 35 Streamlining Provisions	
Number of Applications for Streamlining	0
Number of Streamlining Applications Approved	0
Total Developments Approved with Streamlining	0
Total Units Constructed with Streamlining	0

Units Constructed - SB 35 Streamlining Permits			
Income	Rental	Ownership	Total
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	0	0	0

Cells in grey contain auto-calculation formulas

Jurisdiction	Placentia
Reporting Year	2022 (Jan. 1 - Dec. 31)

Please update the status of the proposed uses listed in the entity's application for funding and the c 50515.02 or 50515.03, as applicable.

Total Award Amount	\$
---------------------------	----

Task	\$ Amount Awarded	\$ Cumulative Reimbursement Requested
ADU Development tools	\$30,000.00	\$0.00
Comprehensive Zone Change	\$25,000.00	\$0.00
Adoption of CEQA Guidelines	\$30,000.00	\$0.00

Summary of entitlements, building permits, and certificates of occupancy (auto-populated from Tak

Completed Entitlement Issued by Affordability Summary	
Income Level	
Very Low	Deed Restricted
	Non-Deed Restricted
Low	Deed Restricted
	Non-Deed Restricted
Moderate	Deed Restricted
	Non-Deed Restricted
Above Moderate	
Total Units	

Building Permits Issued by Affordability Summary**Income Level**

Very Low	Deed Restricted
	Non-Deed Restricted
Low	Deed Restricted
	Non-Deed Restricted
Moderate	Deed Restricted
	Non-Deed Restricted
Above Moderate	
Total Units	

Certificate of Occupancy Issued by Affordability Summary**Income Level**

Very Low	Deed Restricted
	Non-Deed Restricted
Low	Deed Restricted
	Non-Deed Restricted
Moderate	Deed Restricted
	Non-Deed Restricted
Above Moderate	
Total Units	

Current Year
0
0
64
0
14
0
73
151

Current Year
0
0
0
0
3
0
239
242

eligible uses specified in Section

Other Funding	Notes
None	may repurpose this funding to Comprehensive Zone Change as OCCOG has used REAP funding for this task County-wide
Other	
None	

Table A2

Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units																
Project Identifier					Unit Types		Affordability by Household Incomes - Completed Entitlement									
1					2	3	4								5	6
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Entitlement Date Approved	# of Units issued Entitlements	
Summary Row: Start Data Entry Below							0	0	0	0	23	0	13		36	
339-091-08, 09	339-091-08, 09	140-150 E. Crowther Ave.	The Herald	DPR 2017-01; VTM 18118; DA 2017-01; MND 2017-04	5+	R							215	10/3/2017	215	
346-331-32	346-331-32	1952 & 1958 E. Veterans Way	Veterans Way Toffoli	DPR 2022-01, TTM 19183, UP 2022-01	5+	O							39	2/14/2023	39	
346-164-24	346-164-24	502 & 513 S. Van Buren St.	Hudson II	DPR 2022-03, TTM 19251, UP 2022-04	5+	O							12	12/13/2022	12	
339-022-09	339-022-09	432 Morse	ADU	ADU 2022-03	ADU	O				1					1	
	339-112-27	777 W. Orangethorpe Ave		GPA 2022-01, SPA 2021-01, DPR 2021-02, SPA 2021-01, ND 2021-01	5+	O							248		248	
339-021-29	339-021-29	248 Wilson	ADU	ADU 2022-09	ADU	O				1				9/6/2022	1	
336-192-14	336-192-14	1836 Allegheny	ADU	ADU 2022-11	ADU	O				1				7/25/2022	1	
339-323-05	339-323-05	604 Twilight	ADU	ADU 2022-12	ADU	O				1				6/13/2022	1	
336-012-35	336-012-35	431 Livingston	ADU	ADU 2022-13	ADU	O				1				7/20/2022	1	
340-241-08	340-241-08	427 Windflower	ADU	ADU 2022-16	ADU	O				1				8/15/2022	1	
336-322-33	336-322-33	420 Montessori	ADU	ADU 2022-17	ADU	O				1				10/11/2022	1	
339-021-11	339-021-11	420 Orchid	ADU	ADU 2022-19	ADU	O				1				11/2/2022	1	
336-391-11	336-391-11	2143 McCormack Ln	ADU	ADU 2022-20	ADU	O				1				10/6/2022	1	
339-321-05	339-321-05	604 N. Placentia	ADU	ADU 2022-21	ADU	O				1				11/9/2022	1	
343-691-06	343-691-06	1971-1988 Orchard Dr	HQT	DPR 2018-03, UP 2018-04, TTM 18129	SFA	O							16	3/6/2018	16	
344-162-20	344-162-20	967 Tafolla	ADU	ADU 2022-23	ADU	O				1				11/14/2022	1	
339-041-28	339-041-28	307 Orangegrove	ADU	ADU 2022-24	ADU	O				1				9/9/2022	1	
336-423-08	336-423-08	1743 Canard	ADU	ADU 2022-25	ADU	O				1				11/3/2022	1	
341-493-33	341-493-33	1267 E. Runyon	ADU	ADU 2022-01	ADU	O				1				4/26/2022	1	
336-323-04	336-323-04	2219 Montgomery Circle	ADU	ADU 2022-02	ADU	O				1				3/15/2022	1	
339-322-38	339-322-38	528 Sunrise	JADU	ADU 2022-04	ADU	O				1				2/23/2022	1	
344-142-04	344-142-04	920 Arnold	ADU	ADU 2022-05	ADU	O				1				2/23/2022	1	
339-351-09	339-351-09	409 Olive	ADU	ADU 2022-07	ADU	O				1				4/6/2022	1	
336-483-25	336-483-25	1820 Cartlen	ADU	ADU 2022-10	ADU	O				1				6/2/2022	1	
336-451-25	336-451-25	949 Cobb	ADU	ADU 2022-15	ADU	O				1				8/2/2022	1	
344-153-14	344-153-14	529 Kansas	ADU	ADU 2022-18	ADU	O				1				9/13/2022	1	
346-172-25	346-172-25	17000 La Paloma	La Paloma	TPM 2019-175/SPR 2022-01	SFD	O							3	2/4/2020	3	
339-431-02, 339-431-03, 339-431-04, 339-431-05, 339-431-06, 339-401-008, 339-401-09	339-431-02, 339-431-03, 339-431-04, 339-431-05, 339-431-06, 339-401-008, 339-401-09	505, 515, 523, 531, 535 W. Crowther Ave., 407 Goetz Place, 409 Evelyn Place	JPI	DPR 2018-04	5+	R							418	5/8/2018	418	
346-181-19	346-181-19	1663 Oak St	Nick Rocco House	SPR 2021-01	SFD	O							1	3/2/2021	1	
344-282-29	344-282-29	1014 Cypress St.	Collette's House	SPR 2021-07	2 to 4	R			2					7/20/2021	2	
339-354-19	339-354-19	119 S. Main	Ramos Duplex	SPR 2021-06	2 to 4	O							2	12/7/2021	2	
339-321-03	339-321-03	616 N. Placentia	ADU	ADU 2021-02	ADU	O				1				3/22/2021	1	
339-402-05, 339-402-05, 339-402-08, 339-402-11	339-402-05, 339-402-05, 339-402-08, 339-402-11	207 & 209 W. Crowther Ave.	USA Properties	DPR 2020-03	5+	R	94		93				2	5/18/2021	189	
336-413-14	336-413-14	738 Royal Stewart Dr.	ADU		ADU	O					1			12/2/2020	1	



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY CITY ADMINISTRATOR / PUBLIC SERVICES & INFRASTRUCTURE

DATE: MARCH 21, 2023

SUBJECT: **EXTENSION OF LEASE AGREEMENT WITH KAPPE TERRACINA, LLC FOR 166 E. LA JOLLA AVENUE**

FISCAL
IMPACT: EXPENSE: \$39,479 MONTHLY BASE RENT LEASE EXTENSION
BUDGET: FY 2023-24 OPERATING BUDGET (103043-6160)

SUMMARY:

The City currently leases an industrial commercial building at 166 E. La Jolla Avenue as supplemental office space and to house the Police Department's vehicle storage and impound lot and other operations. The existing lease expires on December 31, 2023, and the building was sold in October 2022. The new owners have agreed to extend the lease an additional three (3) months at market rate to provide the City additional time to finish construction of the new property and evidence warehouse and provide sufficient time to move into and occupy the new facility.

RECOMMENDATION:

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

1. Approve a three-month term extension with Kappe Terracina, LLC, for 166 E. La Jolla Avenue, Placentia for a monthly base rent of \$39,479; and
2. Authorize the City Administrator to execute the term extension in a form approved by the City Attorney.

STRATEGIC PLAN STATEMENT:

This item is consistent with the City Council approved 5-Year Strategic Goal 5, Implement Public Infrastructure to Meet Community Needs, and Objective 5.4, Construct the Placentia Public Safety Center.

1.g.
March 21, 2023

DISCUSSION:

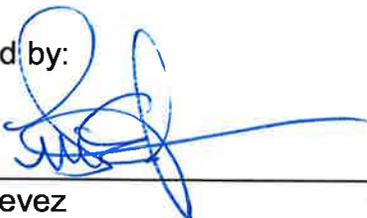
On January 1, 2021, the City Council entered into a lease agreement with the Karagines Family Trust and the Dennis and Deborah Sigalos Family Trust for the property they owned at 166 E. La Jolla Avenue, Placentia (Attachment 1). The property includes an approximately 21,000 square foot light industrial commercial building that the Placentia Police Department has been utilizing for a number of years as supplemental office space and to house the Police Department's vehicle storage and impound lot and other operations. The term of the agreement is for three (3) years and expires on December 31, 2023. In October 2022, Kappe Terracina, LLC, purchased the building. The City is currently constructing the Placentia Public Safety Center which will include warehouse space for the Police Department to transfer the operations currently housed in the leased building. The Placentia Public Safety Center is scheduled to be completed by the end of December 2023.

The project team has phased the Public Safety Center Project in two (2) main project phases to focus on delivering the new warehouse first, given the time constraints the expiring lease agreement presents to the City. City Staff has held numerous discussions with the building's new owners in the hopes of securing a short-term extension to hedge against any unforeseen delays in completing the new warehouse, and to provide sufficient time for the Police Department to physically transfer all operations currently housed in the leased building into the new Placentia Public Safety Center. The new owners have agreed to extend the existing lease an additional three (3) months at market rate lease terms (Attachment 2) from December 31, 2023, through March 31, 2024. Staff recommends that the City Council approve this proposed lease agreement to ensure there is sufficient time for a smooth transition into the facility. The proposed agreement includes an early termination provision of \$13,042.69 should the City elect to forgo the lease extension within four (4) months of the lease expiration date.

FISCAL IMPACT:

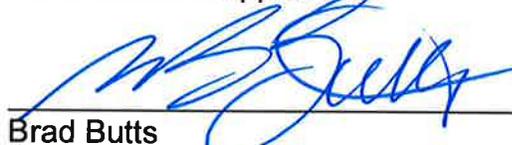
The proposed lease extension includes a monthly base rent of \$39,479 for three (3) months (or \$118,437 total) through March 31, 2024. The City has budgeted funds in the Operating Budget each year to cover the cost of leasing this facility and Staff will ensure that sufficient funds are budgeted in the FY 2023-24 Operating Budget to cover the monthly payments through the lease extension expiration date.

Prepared by:



Luis Estevez
Deputy City Administrator

Reviewed and approved:



Brad Butts
Chief of Police

Reviewed and approved:

Jennifer Lampman

Jennifer Lampman
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Existing Lease Agreement
2. First Amendment to Lease Agreement

LEASE AGREEMENT

This Lease ("Lease") made and entered into as of January 1, 2021 ("Effective Date"), by and between the Karagines Family Trust and the Dennis and Deborah Sigalos Family Trust (collectively the "LESSOR") and the City of Placentia, a Charter City and municipal corporation ("CITY") (collectively the "Parties" sometimes hereinafter) regarding that certain parcel of real property, with improvements thereon, as depicted in Exhibit "A" hereto and commonly referred to as 166 East La Jolla Avenue, Placentia, California ("Property").

A. Recitals.

(i). Lessor represents and warrants that it owns that certain real property, located entirely within City, the common and legal description of which is set forth in Exhibit "A," attached hereto and incorporated herein by this reference and hereinafter are referred to as "the Premises."

(ii). All legal prerequisites to the making of this Lease have occurred.

B. Lease.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby the parties hereto agree as follows:

1. **Rent.** The rent for the Premises shall be at the following rent schedule:

January 1, 2021 – December 31, 2021	\$11,830.10 per month
January 1, 2022 – December 31, 2022	\$12,421.61 per month
January 1, 2023 – December 31, 2023	\$13,042.69 per month

DIVIDE BY 2 FOR THE TWO FAMILIES
↓
 $\times 3 = 39,128.07 \div 2 = 19,564.03$

The rent shall be due and payable quarterly, in advance, commencing January 1, 2021, and due and payable on or before the first day of each and every quarter thereafter. Said rent shall be paid to Lessor in equal amounts to the Lessors' address of record.

2. **Term.** The term of this Lease shall commence on January 1, 2021 ("Commencement Date"). Unless earlier terminated as provided herein, this Lease shall expire and be of no further force and effect at midnight December 31, 2023 (the "Initial Term"). Notwithstanding the foregoing, the Parties hereto may mutually agree in writing to extend the term hereof; provided, however, that no such extension shall exceed a period of two (2) one (1) year periods. This Lease may be terminated without further liability on one-hundred, eighty (180) days prior written notice as follows: (a) by either party upon a default of any covenant, condition, or term hereof by the other party, which default is not cured within one-hundred, eighty (180) days of receipt of written notice of default; (b) by CITY in its sole discretion upon written notice to LESSOR, this Lease, and upon CITY's written notice and payment to LESSOR of an early termination payment as liquidated damages by CITY to LESSOR equal to four (4) months rental at the Rent rate then in effect. The early termination payment in this Section shall not in any way be considered as Rent or Rent offset. Other than as stated herein, LESSOR and CITY shall not have the right to terminate, revoke or cancel this Lease Agreement.

3. **Property Acceptance.** CITY accepts the Premises in "as-is" condition and acknowledges LESSOR has not made any representations, express or implied, as to its condition. CITY, as part of the consideration for the Premises, agrees at CITY's sole cost and expense, to keep the Premises in good condition and repair, and surrender the Premises in good condition and repair with the exception of reasonable wear and tear thereof.

4. **Utilities.** CITY shall pay promptly all charges for gas, electricity, water, refuse removal, sewer assessment, and other utility bills applicable to the Premises during CITY's occupation, and hold LESSOR harmless therefrom.

5. **Equipment.** All shelving and storage racks throughout the commissary and warehouse areas shall not be removed from the property without previous written consent from LESSOR. All storage shelving and warehouse racks shall be maintained. Refrigeration and freezers shall be maintained up until end of life is determined by a third party vendor.

6. **Maintenance.** CITY rents the Premises "as is" and is responsible for all maintenance. At the sole cost of CITY, CITY shall maintain the Premises in good, clean, and safe condition. LESSOR shall not have any responsibility to maintain the Premises. CITY is responsible for all repair and/or replacement of glass as necessary and for all cleaning and general maintenance of the Premises including, but not limited to plumbing, heating, electrical and parking surfaces. CITY and LESSOR understand and acknowledge that due to the age of the building that the roof may leak or currently leaks. The Parties agree that LESSOR has the obligation to make such roof repairs as reasonably necessary. CITY shall maintain open space and parking areas in a weed-free groomed condition. Plantings are encouraged. Painting of the building or any part of the Premises shall be at the approval of LESSOR. All signing shall conform to CITY code and permits obtained from CITY Building Inspector.

7. **LESSOR Representations and Warranties.** LESSOR makes the following representations and warranties as of the Effective Date and again as of Closing:

7.1. LESSOR has obtained all necessary authorizations and consents to enable it to execute and deliver this Lease and to consummate the transaction contemplated hereby. This Lease and the other documents to be executed by LESSOR hereunder will have been duly entered into by LESSOR and will constitute legal, valid and binding obligations of LESSOR enforceable in accordance with their respective terms.

7.2. LESSOR is not a "foreign person" within the meaning of 26 U.S.C. § 1445(f)(3) (Internal Revenue Code of 1986, as amended).

7.3. The execution, delivery and performance of this Lease hereunder will not conflict with any Lease, contract or law applicable to LESSOR nor constitute a default under any Lease or instrument to which LESSOR is a party or by which LESSOR or the Property are bound.

7.4. LESSOR has not: (1) made a general assignment for the benefit of creditors; (2) filed any voluntary petition in bankruptcy; (3) received notice of the appointment of a receiver to take possession of all or substantially all of its assets; (4) received notice of the attachment or other judicial seizure of all or substantially all of its assets; (5) admitted in writing its inability to pay its

debts as they come due; or (6) made an offer of settlement, extension or composition to its creditors generally.

8. CITY Representations. CITY represents and warrants as of the Effective Date and again as of the Closing as follows:

8.1. CITY has obtained all necessary authorizations and consents to enable it to execute and deliver this Lease and to consummate the transaction contemplated hereby. This Lease and the other documents to be executed by CITY hereunder will have been duly entered into by CITY and will constitute legal, valid and binding obligations of CITY enforceable in accordance with their respective terms.

8.2. The execution, delivery and performance of this Lease and the Closing hereunder will not conflict with any Lease, contract or law applicable to CITY nor constitute a default under any Lease or instrument to which CITY is a party or by which CITY is bound.

8.3. CITY has not (i) made a general assignment for the benefit of creditors; (ii) filed any voluntary petition in bankruptcy against it; (iii) received notice of the appointment of a receiver to take possession of all or substantially all of its assets; (iv) received notice of the attachment or other judicial seizure of all or substantially all of its assets; (v) admitted in writing its inability to pay its debts as they come due; or (vi) made an offer of settlement, extension or composition to its creditors generally.

8.4. CITY or its consultants/advisors have the expertise, knowledge and experience to analyze the Property. CITY acknowledges that, except for the § 7 representations and warranties, CITY will in no way rely on any records of LESSOR.

9. LESSOR has not made (and specifically negates and disclaims) any representations or warranties, promises, covenants, Leases or guarantees of any kind, character or nature whatsoever, whether express, implied or otherwise, oral, written, of, as to, concerning or relating to any Property Conditions. Except for Reserved Matters, the parties intend that the foregoing release shall be effective with respect to all matters, past and present, known and unknown, suspected and unsuspected. CITY realizes and acknowledges that factual matters now unknown to it may have given or may hereafter give rise to losses, damages, liabilities, costs and expenses which are presently unknown, unanticipated and unsuspected, and CITY further agrees that the waivers and releases herein have been negotiated and agreed upon in light of that realization and that CITY nevertheless hereby intends to release, discharge and acquit LESSOR from any such unknown losses, damages, liabilities, costs and expenses. In furtherance of this intention, the CITY hereby expressly waives any and all rights and benefits conferred upon it by the provisions of California Civil Code § 1542, which provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.”

The CITY acknowledges that the foregoing acknowledgments, releases and waivers

including the waiver of the provisions of California Civil Code § 1542 were expressly bargained for.

City Initials



"Property Conditions" means any matter whatsoever relating to the Property or this Lease or of concern to CITY, including: title; the environmental condition of the Property (including the presence or absence of Hazardous Materials in, on or about the Property and including: claims, liabilities and contribution, reimbursement and indemnity rights relating to the presence, discovery or removal of any Hazardous Materials in, at, about or under any Property, or for, connected with or arising out of any and all claims or causes of action based thereon including any claims made under CERCLA or other similar environmental laws, whether state or Federal, providing for contribution); ~~water, soil, pest and geological conditions of the Property~~; the financial condition of the Property; the suitability of the Property or any and all activities and/or uses which may be conducted thereon; the compliance of or by the Property with any and all laws, rules, ordinances or regulations of any applicable governmental authority or body (including environmental, zoning, building codes, and the status of any development or use rights respecting the Property); the habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Property; or the physical condition of the Building, including construction defects, deferred maintenance or other adverse physical conditions or defects.

10. Brokerage Commissions. LESSOR and CITY each represent and warrant that no real estate commission, broker's fee or finder's fee is payable in connection with the transaction contemplated by this Lease. LESSOR indemnifies CITY from and against any and all liabilities, claims, demands, damages, or costs of any kind arising from or connected with any broker's or finder's fee or commission or charge ("Broker Claims") claimed to be due by any person arising from or by reason of the conduct of LESSOR with respect to this transaction.

CITY indemnifies LESSOR from and against any and all Broker Claims claimed to be due by any person arising from or by reason of the conduct of CITY with respect to this transaction.

12. LESSOR Default. If LESSOR defaults under any of the terms of this Lease and if such default is not cured within thirty (30) days after receipt by LESSOR of written notice from CITY, CITY shall be entitled as the sole and exclusive remedy of CITY to either: (1) terminate this Lease; or (2) commence an action for specific performance, provided however that as a condition to specific performance CITY shall have performed all of its obligations hereunder and waived all conditions for CITY's benefit. In no event shall CITY be entitled to actual, punitive or consequential damages. CITY acknowledges and agrees that its recourse against LESSOR under this Lease for a default by LESSOR hereunder ~~is limited to the remedies set forth in this Section, and in no event shall CITY seek or attempt to obtain any recovery or judgment against any other assets (if any) of LESSOR, or against any of LESSOR's direct or indirect members, partners, directors, officers, employees or shareholders.~~

13. Notices. All notices, elections, requests and other communication hereunder shall be in writing and shall be deemed given (a) when personally delivered or delivered by

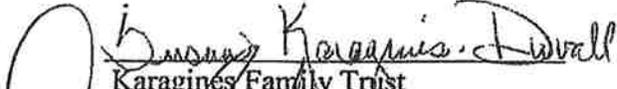
reputable overnight courier service; or (b) two (2) business days after being deposited in the United States mail, postage prepaid, certified or registered, or (c) when sent by facsimile before 5:00 p.m. Pacific time on a business day (as evidenced by a confirmation slip from sender's fax machine showing the transmission date and time and recipient's fax number) and otherwise on the next business day. Phone and email addresses are provided for convenience only and shall not constitute effective notice. Notices shall be addressed as follows (or to such other person or at such other address, of which any party hereto shall have given written notice as provided herein):

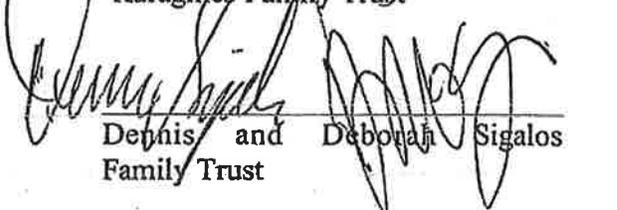
If to LESSOR:	Addresses on File
If to CITY:	City of Placentia Attention: City Administrator 401 E. Chapman Avenue Placentia, California 92870
With a copy to:	Christian L. Bettenhausen City Attorney City of Placentia 37777 N. Harbor Blvd. Fullerton, CA 92835

14. General Provisions. This Lease: (1) shall be binding upon and shall inure to the benefit of LESSOR and CITY and their respective successors and assigns; (2) is assignable by CITY to any entity, provided that: (i) such assignment shall be subject to a written assignment executed by assignor and assignee as in form and substance reasonably acceptable to LESSOR, including provisions whereby assignee assumes all of assignor's liability and assignor acknowledges that assignor is not released from liability as a result of the assignment; and (ii) the Lease is being assigned concurrently to such assignee; (3) constitutes the entire Lease of CITY and LESSOR with respect to the purchase and sale of the Property, and supersedes any prior or contemporaneous Lease with respect thereto. No amendment or modification of this Lease shall be binding upon the parties unless made in writing and signed by both LESSOR and CITY; (4) shall not be recorded by any party and, if recorded by any party, the other party hereto may immediately terminate all of its obligations under this Lease, and the party who recorded the Lease shall pay all reasonable costs and attorneys' fees in removing this Lease of record; (5) is governed by and construed in accordance with the laws and customs of the State of California; (6) may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same instrument; (7) may be executed and then delivered by fax or scanned email which shall constitute effective execution and delivery. If any action is instituted between LESSOR and CITY in connection with the enforcement of this Lease or any provision hereof, the party prevailing in such action shall be entitled to recover from the other party all of its reasonable costs in bringing such action, including reasonable attorney fees.

In witness whereof, the parties hereto have executed this Lease as of the Effective Date.

LESSOR


Karagines Family Trust


Dennis and Deborah Sigalos
Family Trust

CITY


Damien R. Arrula
City Administrator
City of Placentia

ATTEST: 
City Clerk

Approved as to form:

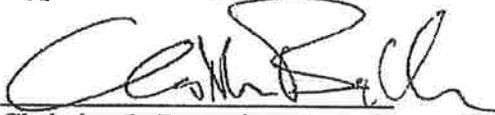

Christian L. Bettenhausen
City Attorney

Exhibit "A" (166 E. La Jolla)

Property Description:

The property located at 166 E. La Jolla Street is bounded by 160 E. La Jolla Street to the North, 172 E. La Jolla Street to the east, The City of Placentia boundary to the south, and 1037, 1040, 1020, and 1000 Segovia Circle to the west. The legal description being P Bk 84 Pg 16 Par 1, and Assessor's Parcel Number (APN): 344-241-03.



FIRST AMENDMENT TO LEASE

This First Amendment to Lease (“**Amendment**”) is made and entered into as of February 21, 2023, by and between Kappe Terracina, LLC, a Delaware limited liability company (“**Lessor**”) and the City of Placentia, a Charter City and municipal corporation (“**Lessee**”).

RECITALS

A. Lessor’s predecessor in interest, The Dennis and Deborah Sigalos Family Trust and The Karagines Family Trust (collectively, “**Original Landlord**”), and Lessee are parties to that certain Lease Agreement dated January 1, 2021 (the “**Lease**”) for the rental of certain premises described as 166 East La Jolla Avenue, Placentia, CA (the “**Premises**”).

B. Lessor as succeeded to all of the rights and interests of Original Landlord under the Lease.

C. Lessor and Lessee desire to amend and modify the Lease, as hereinafter provided in this Amendment.

D. Unless specifically defined in this Amendment, all capitalized terms used herein shall have the same meaning as the terms set forth in the Lease.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

1. **Extension of Term.** The current Lease Term for the Premises, which is currently scheduled to expire on December 31, 2023, is hereby extended until March 31, 2024 (the “**Revised Expiration Date**”), unless sooner terminated as provided in the Lease or in this Amendment. The 3-month portion of the Lease Term (as so extended) from January 1, 2024 (the “**Extension Term Commencement Date**”) through the Revised Expiration Date is hereby referred to as the “**Extension Term.**”

2. **Monthly Rent.** Beginning on the Extension Term Commencement Date, Lessee shall pay to Lessor monthly installments of Rent for the entire Premises during the Extension Term as set forth in the following schedule:

<u>Period</u>	<u>Monthly Base Rent</u>
January 1, 2024 – March 31, 2024	\$39,479.00

3. **Lessee Termination Option.** Lessee shall have the option (the “**Termination Option**”) to terminate this Lease at any time after January 1, 2024, by delivering to Lessor a written notice of such termination (the “**Termination Notice**”) at least four (4) months prior to the requested termination date (the “**Termination Date**”), which Termination Date must be specifically identified in the Termination Notice. The delivery of the Termination Notice to Lessor must be accompanied by payment by Lessee to Lessor of a termination fee of \$13,042.69 (the “**Termination Fee**”). If there are any uncured defaults by Lessee as of the date Lessee delivers the Termination Notice or as of the Termination Date, or if Lessee fails to deliver the Termination Fee to Lessor along with the Termination Notice, the Termination Option shall be void, and the Lease shall remain in effect. If the Termination Notice and Termination Fee are delivered as and when required hereunder, the Lease shall be deemed automatically terminated as of the Termination Date with and Lessee shall surrender the Premises to Lessor on the Termination Date in accordance with the terms of the Lease. Any failure by Lessee to do so shall result in Lessor being entitled to pursue its rights and remedies under the Lease and/or at law or equity with Lessee being deemed a “holdover” tenant after the Termination Date.

4. **Condition of the Premises.** Lessor shall not be obligated to provide or pay for any improvements, work or services related to the improvement, remodeling or refurbishment of the Premises, and Lessee shall continue to accept the Premises in its "AS IS" condition as of the date of execution of this Amendment.

5. **Brokers.** Each party represents and warrants to the other that no broker, agent or finder negotiated or was instrumental in negotiating or consummating this Amendment. Each party further agrees to defend, indemnify and hold harmless the other party from and against any claim for commission or finder's fee by any entity other than Broker who claims or alleges that they were retained or engaged by or at the request of such party in connection with this Amendment.

6. **Reaffirmation.** Lessee acknowledges and agrees the Lease is valid and in full force and effect, the Lessor is not in default thereunder, and all conditions and obligations on Lessor's part to be fulfilled under the terms of the Lease have been satisfied or fully performed, including, but not limited to, all required tenant improvements, allowances, alterations, installations and construction, for which payment has been made in all cases. No offset, claim, defense, or counterclaim is available to Lessee against rent payable by Lessee or against any other performance or obligation otherwise due from Lessee under the Lease, and no event has occurred and no condition exists, which with the giving of notice or the passage of time, or both, would constitute a default under the Lease.

7. **Successors and Assigns.** The Lease, except as herein modified, is continued and ratified in all respects and shall remain in full force and effect between the parties hereto, their successors and assigns.

8. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument. Electronic signatures and/or signatures transmitted by facsimile or email shall have the same effect as an original signature.

9. **No Further Modification.** Except as set forth in this Amendment, all of the terms and provisions of the Lease shall remain unmodified and in full force and effect. This Amendment may be amended or modified only by a written instrument executed by the Lessor and Lessee. Effective as of the date hereof, all references to the "Lease" shall refer to the Lease as amended by this Amendment.

10. **Consistency with Lease.** In the event of any inconsistency between this Amendment and the Lease, the terms of this Amendment shall control.

IN WITNESS WHEREOF, this Amendment has been made and executed as of the date first-above written.

LESSOR:

KAPPE TERRACINA, LLC,
a Delaware limited liability company

By: _____
Name: Ross Mitchell
Title: Authorized Signatory

LESSEE:

CITY OF PLACENTIA,
a Charter City and municipal corporation

By: _____
Name: _____
Title: _____



Placentia City Council

AGENDA REPORT

REVISED

TO: CITY COUNCIL

FROM: CITY ATTORNEY

DATE: MARCH 21, 2023

SUBJECT: **AMENDED AND RESTATED CITY ADMINISTRATOR EMPLOYMENT AGREEMENT**

FISCAL

IMPACT: FY22/23- \$30,375 (101511-5001)

SUMMARY:

As required under the terms of the City Administrator's Employment Agreement ("Agreement"), the City Council conducted an annual evaluation of the City Administrator. Pursuant to the Council's direction, proposed changes to the Agreement have been incorporated into the attached amendment. For ease of administration the amendment constitutes a complete restatement of the Agreement, incorporating all prior amendments and the new terms listed below.

RECOMMENDATION:

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

1. Approve the amended and restated City Administrator's Employment Agreement, to be executed by the Mayor, in a form approved by the City Attorney.

DISCUSSION:

Currently the City Administrator receives a base salary of \$295,948.30. Following the conclusion of this year's evaluation of the City Administrator, the City Council requested the preparation of the attached amended and restated agreement.

If approved, the amended and restated agreement would incorporate all previous approved amendments and implement the following changes to the Agreement:

1. Provide an annual physical, which may include a body scan/cardiogram. Any examinations associated with the annual physical, not covered by insurance shall be reimbursed up to \$1,000.00; and
2. Provide a one-time grant of 250 hours of paid time off (PTO), for a net value of \$20,500. The PTO bonus leave shall be distributed immediately upon execution of the Agreement; and

1.h.

March 21, 2023

3. The administrator may convert up to 96 hours of AHW leave allowance on the last day of the fiscal year and shall be credited to the Administrator's PTO leave balance.

No other adjustments or modifications are proposed or recommended at this time.

Prepared and submitted by:



Christian L. Bettenhausen
City Attorney

Attachment:

Amended and Restated City Administrator Employment Agreement

AMENDED
RESTATEMENT
CITY ADMINISTRATOR EMPLOYMENT AGREEMENT

This agreement (“Agreement”) shall constitute an amendment and complete restatement of the City Administrator’s Employment Agreement, originally executed on March 1, 2016, and incorporating all prior amendments.

This Agreement is made, entered into, and to be effective March 21, 2023 (“Effective Date”), by and between the City of Placentia, a Charter City and municipal corporation (“City”), and Damien R. Arrula, an individual who has education, training and experience in municipal management (“Administrator”). Under this Agreement the City offers, and Administrator accepts, employment as City Administrator of the City.

A. Recitals.

- i. In order to insure that its governmental responsibilities are met at all times, the City must attract and retain management personnel who exhibit the highest degree of knowledge, experience, technical ability, professionalism, and leadership qualities.
- ii. In order to attract and retain in its employment a City Administrator who possesses those qualities and experience necessary to fulfill the City’s immediate and long-term objectives, the City Council, on behalf of the City, has determined that it is advisable to enter into this employment agreement with Administrator.
- iii. It is the desire of City to continue the services of Administrator and to provide certain benefits, conditions of employment and set working conditions for Administrator.
- iv. City and Administrator desire to enter into this Agreement in order to specify the terms and conditions of Administrator’s employment with City.

Now therefore, in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

B. Agreement.

1. Term.

This Agreement shall remain in full force and effect from March 21, 2023 through and including the date of termination of Administrator, unless otherwise provided herein.

2. Duties:

Administrator shall perform those duties and have those responsibilities and powers set forth in the City's Charter, Municipal Code and City Policies, as amended from time to time, including but not limited to those described in Section 810 of the Charter. Administrator shall perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign.

3. Devotion to City Business:

Administrator's position is full-time. Administrator shall not engage in any business, educational, professional, charitable, or other activities that would conflict or materially interfere with performance of his/her City Administrator duties, except as may be specifically authorized by the City Council.

4. City Council Commitments:

The relationship between the City Council and Administrator shall be governed by all applicable provisions of the City Charter, Municipal Code and City Policies, as amended from time to time, including but not limited to Section 610 of the Charter.

5. Termination of Employment and this Agreement; General Release; Severance:

A. At Will Employment. Administrator is an at will employee, and serves at the discretion of the City Council. The City Council may terminate Administrator's employment with the City immediately at any time, with or without cause, subject to the City's compliance with all other obligations in this Agreement.

B. Termination By City Without Cause.

1) If City Council, in its absolute discretion, terminates this Agreement (thereby terminating Administrator's employment) Without Cause, as determined by the affirmative votes of a majority of the members of the City Council at a Regular Meeting, City shall be obligated to pay Administrator the Monthly Severance Benefit described in this Section 5.B. Following a termination Without Cause the City shall begin to pay Administrator, on a monthly basis, an amount equal to Administrator's then regular monthly Base Salary and benefits at the time of termination (the monthly payments being hereinafter referred to as the "Monthly Severance Benefit"). The Monthly Severance Benefits shall include the ability to continue participation, during the Severance Period (as defined below), in any medical, dental and vision plans Administrator and his dependents are currently enrolled in through the City at the time of termination ("Healthcare Benefit"). As a condition to Administrator's receipt of the Monthly Severance Benefit, Administrator must first sign and deliver to the City Council, and not revoke, a General Release Agreement ("Release Agreement") in a form mutually agreed upon by the City Attorney and Administrator, releasing the City, its officials and employees from all liability.

2) Notwithstanding anything stated in this section 5.B. to the contrary, Administrator's right to receive the Monthly Severance Benefit payments shall automatically terminate upon the first to occur of the following: (a) the date which is twelve (12) months from the date Administrator's employment is terminated from the City; or (b) the date when Administrator obtains commensurate full time employment with another employer (the period between Administrator's termination and the first to occur of either (a) or (b) above shall be hereinafter referred to as the "Severance Period"). While the Severance Period is in effect Administrator shall be required to actively solicit employment with other agencies.

3) While the Severance Period remains in effect, City will endeavor to retain Administrator as an "active" and "classic" employee (as defined by CalPERS), until such time as Administrator receives full-time employment with another agency. This obligation shall only apply if the City determines, in its absolute discretion, that it is legally permissible for the City to do so and will not result in any additional expense or exposure

to the City. City shall have no obligation under this paragraph if City is required to assign actual duties or responsibilities to Administrator during the Severance Period.

C. Termination by City For Cause.

1) If City terminates this Agreement (thereby terminating Administrator's employment) for Cause, as determined by the affirmative votes of a majority of the members of the City Council, Administrator shall not be entitled to any additional compensation or payment, specifically including the Monthly Severance Benefit. Administrator shall be entitled only to accrued Base Salary and vacation pay, and to any other accrued and unused benefit allowances according to their terms ("Accrued Salary and Benefits").

2) In the event of a termination for Cause, Administrator shall have a limited right to an appeal before the entire current membership of the Council. Nothing herein shall be deemed to confer upon Administrator the right to have a hearing challenging the Council's decision to terminate Administrator. The sole purpose of the hearing shall be to discuss the Council's proposal not to pay Administrator the Monthly Severance Benefit. To initiate an appeal, Administrator must file a written request with the City Clerk within 72 hours of the Council's decision to terminate. The Council shall endeavor to hear the appeal within 10 days from the date the request is filed. The appeal shall be heard in closed or open session, at the election of Administrator, and shall be limited to a presentation as to why Administrator believes Cause does not exist. There shall be no entitlement to a trial-like evidentiary hearing. The City Council shall then make a final determination. The appeal hearing and any determination resulting therefrom shall not constitute a waiver of rights or due process related to Administrator's termination.

3) As used in this Agreement, Cause shall only mean any of the following:

- a. Conviction of, or plea of guilty or nolo contendere to, any crime or offense (other than traffic violations or similar

- offenses) which is likely to have a material adverse impact on the City or on the Administrator's reputation;
- b. Proven failure of the Administrator to observe or perform any of his duties and obligations, if that failure continues for a period of thirty (30) business days from the date of his receipt of notice from the City Council specifying the acts or omissions deemed to amount to that failure. The thirty business days does not include any period of leave that is acknowledged and required by state and/or federal law;
 - c. Conviction of any crime involving an "abuse of office or position," as that term is defined in Government Code Section 53243.;
 - d. Any grossly negligent action or inaction by Administrator that materially and adversely: (a) impedes or disrupts the operations of City or its organizational units; (b) is detrimental to employees or public safety; or (c) violates City's properly-established rules or procedures.
 - e. Moral Turpitude which is defined herein as (1) intentionally dishonest conduct, which is likely to have a material negative impact on the City or its reputation; or (2) conduct which constitutes a blatant violation of moral conduct standards. Acts of moral turpitude means a general readiness to do evil, an act of baseness, vileness, or depravity in the private and social duties which a man owes to his fellowmen, or to society in general, contrary to the accepted and customary rule of right and duty between man and man.

D. In no event may Administrator be terminated within ninety (90) days after any municipal election for the selection or recall of one or more of the members of the City Council.

E. If, during the Term or any extended Term, Administrator dies, Administrator's estate shall receive Accrued Salary and Benefits and section 11A of this Agreement shall apply. Administrator's estate shall not be entitled to any additional compensation or payment, including but not limited to any Monthly Severance Benefit.

F. In the event Administrator is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, or mental incapacity for a period of three (3) consecutive months beyond any provided sick leave, the City may terminate Administrator's employment and this Agreement.

G. Administrator may resign from his employment at any time upon giving thirty (30) days written notice to the City Council. In the event of Administrator's resignation from employment, Administrator shall be entitled to any Accrued Salary and Benefits, but Administrator shall not be entitled to any additional compensation or payments including but not limited to the Monthly Severance Benefit.

H. Notwithstanding anything stated herein to the contrary:

1) In the event Administrator is terminated because of conviction of any felony or other offense involving a violation of his official duties, misappropriation of public funds, or corruption in office, City shall have no obligation to pay the Severance pay and benefits designated above, including but not limited to the Monthly Severance Benefit.

2) Pursuant to California Government Code 53243.2, regardless of the terms of this contract, if the contract is terminated, any cash settlement related to the termination that Administrator may receive from the City shall be fully reimbursed to the City if Administrator is convicted of a crime involving an abuse of his or her office or position.

3) As stated in California Government Code 53244(a), a local public officer who is convicted by a state or federal trial court of any felony under state or federal law for conduct arising out of, or in the performance of, his or her official duties shall forfeit any contract right or other common law, constitutional, or statutory claim against a local public agency employer to retirement or pension rights or benefits, however those benefits may be characterized, including lost compensation, other than the accrued rights and benefits to which he may be entitled under any public retirement system in which he

is a member. The forfeiture provided by this section shall be in addition to, and independent of, any forfeiture of public retirement system rights and benefits pursuant to Section 7522.70, 7522.72, or 7522.74.

6. Compensation and Annual Evaluation:

A. Administrator's annual Base Salary shall be Two Hundred Ninety-Five Thousand Nine-Hundred and Forty-Eight Dollars and Thirty Cents (\$295,948). Said amount shall be payable in bi-weekly installments at the same time and in the same manner as other employees of the City are paid. Any increases shall be subject to City Council approval, unless otherwise provided herein.

B. The City Council, working in conjunction with Administrator, may set objectives each year for Administrator under this Agreement. The City Council may evaluate Administrator's performance at least once a year during the month of February ("Annual Evaluation"). Following the completion of the Annual Evaluation the City Council may, in its absolute discretion, provide a merit increase equal to three percent (3%) of Administrator's base salary ("Merit Increase"). In the event an Annual Evaluation is not conducted within sixty (60) days of February 1st, Administrator's performance will be deemed as meeting or exceeding expectations and a Merit Increase will be applied. In addition, the City Council may, in its absolute discretion, approve a one-time bonus for meeting certain goals set by City Council.

C. Administrator shall only be entitled to receive cost-of-living adjustments or other similar across-the-board increases and/or benefit when the same increase and/or benefit has been approved for the other unrepresented management employees. Any cost-of-living adjustments or other across-the-board increases granted to City bargaining units shall not apply to Administrator.

D. Any Base Salary increases approved by the City Council from time to time pursuant to this Agreement shall not require an amendment to the Agreement to be effective. Such may be set forth in an annual position allocation plan, resolution or minute action approved by the City Council and ratified by resolution.

E. If the City intentionally reduces the Base Salary or any other material financial benefit of the Administrator, such action shall constitute a termination of this

Agreement Without Cause under Section 5.A. of this Agreement, and Administrator shall be entitled to the Monthly Severance Benefit.

8. Deferred Compensation:

As part of Administrator's annual compensation, City agrees to provide a Section 457 deferred compensation program which will be administered by Mission Square (formally ICMA-RC), and to pay half the normal annual deferral limit into such program as permitted under the Internal Revenue Code. In January of each year, the City shall contribute a maximum total of \$9,000.00 toward the Administrator's Employee Contribution into that Deferred Compensation Program (the "Employee Contribution"). In addition to the Employee Contribution, City shall also pay half the normal annual deferral limit into such program as permitted under the Internal Revenue Code ("Deferred Compensation Match").

9. Pension:

City agrees to enroll Administrator in the California Public Employees Retirement System ("CalPERS") as a "Classic" employee as defined by the California Public Employees' Pension Reform Act ("PEPRA") at the 2% @ 55 formula ("PERS Plan") and shall make all appropriate Employer contributions on Administrator's behalf. Administrator understands and agrees that Administrator shall be solely responsible for the required Employee contributions to CalPERS, which amounts shall be deducted each pay period from Employee's gross salary. Both the City and Employee contributions shall be made in accordance with the provisions of CalPERS. Should the City be unable to completely fulfill the PERS Plan, City shall provide a supplementary defined benefit plan equivalent to the PERS Plan ("Supplemental Plan"), subject to the approval of the parties. Said PERS Plan and/or Supplemental Plan shall have an effective date of April 7, 2014. Employer contributions to the Supplemental Plan shall be adjusted annually through actuarial analysis to ensure the plan equivalency.

10. Health and Medical Benefits Insurance:

City shall provide Administrator with the same health plans (medical, dental, and vision) which are provided to other unrepresented management employees, and shall pay that portion of the employee and dependent rate or premium as the City Council agrees to provide to all unrepresented management employees.

In addition, Administrator shall, at his election, be able to have an annual physical, which may include a body scan/cardiogram. Any examinations associated with the annual physical, not covered by insurance shall be reimbursed up to \$1,000.00.

11. Life Insurance and Disability:

A. The City agrees to pay for a term life insurance policy, equal to 12 months of Administrator's Base Salary, on Administrator's life with a carrier selected by the City. Administrator shall designate the beneficiaries of the policy. Administrator shall also be entitled to participate in any voluntary group life insurance programs approved by the City Council for all unrepresented management employees.

B. City agrees to put into force and to make required premium payments for short-term and long-term disability coverage for Administrator on the same terms available to all other unrepresented management employees.

12. Allowances:

A. Administrator's duties may require him to be available and to respond to the demands of City business at all times and outside of regular business hours. City shall pay Administrator Eight Hundred Dollars (\$800.00) monthly in compensation for the use and maintenance of his personal vehicle on City business ("Auto Allowance"). Administrator may elect, in his/her sole discretion, to receive a City vehicle for business and personal use in lieu of an Auto Allowance. The Auto Allowance shall not be reported as income for purposes of contribution or payment by City or Administrator to City's retirement plan. It is understood, however, that Administrator is solely responsible for the tax consequences of any allowances provided under this Agreement, whether under state or federal law.

B. Administrator's Auto Allowance increases approved by the City Council from time to time pursuant to this Agreement shall not require an amendment to this Agreement to be effective. Such may be set forth in an annual or mid-year budget resolution or minute action approved by the City Council and ratified by resolution.

13. Equipment:

City shall pay Administrator One Hundred and Fifty Dollars (\$150.00) monthly as a telecommunications allowance. The telecommunications allowance shall not be reported as income for purposes of contribution or payment by City or Administrator to City's retirement plan.

14. Business and Professional Expenses:

A. City recognizes that Administrator may incur expenses of a non-personal, job-related nature that are reasonably necessary to Administrator's service to City. City agrees to either pay such expenses in advance or to reimburse the expenses, so long as the expenses are incurred and submitted according to City's normal expense reimbursement procedures, or such other procedure as may be designated by the City Council. To be eligible for reimbursement, all expenses must be supported by documentation meeting City's normal requirements and must be submitted within time limits established by City.

B. City agrees to pay the professional dues and subscriptions on behalf of Administrator which are necessary for Administrator's continuation or full participation in international, national, regional, state, or local associations and organizations necessary and desirable for Administrator's continued professional participation, growth and advancement, or for the good of the City.

C. City agrees to pay Administrator's travel and subsistence expenses for official travel, meetings, and occasions reasonably necessary to continue Administrator's professional development, and for Administrator's reasonable participation in necessary official and other functions for the City; including, but not limited to, national, regional, state, and local conferences, and governmental groups and committees on which

Administrator serves as a member. Notwithstanding the above, the number of conferences or meetings City will pay for each year, and attendance at out-of-state conferences and meetings, shall be at the discretion of the City Council as set forth in the City's budget.

15. Leave:

A. Administrator shall accrue paid time off (PTO) leave at the rate of 6.46 hours per pay period, in addition to recognized City holidays and floating holidays provided to other City employees. In addition, Administrator shall receive a one-time bonus of 250 hours of PTO leave time, which is equivalent to a net bonus of \$20,500. The PTO bonus leave shall be distributed immediately upon execution of the Agreement. At any time Administrator shall be entitled to cash out accrued but unused PTO time, provided that at least eighty (80) hours of total leave bank, inclusive of other leave bank time, has been accrued but remains unused and available. The amount paid to Administrator shall be based on Administrator's annual Base Salary at the time the PTO leave is paid. Upon termination or resignation from employment or the non-renewal of this Agreement, Administrator shall be paid for all accrued and unused PTO leave time.

B. Administrator shall retain accrued but unused/frozen paid sick leave on the date of the commencement of employment. At any time Administrator shall be entitled to cash out balance accrued but unused/frozen sick leave. The amount paid Administrator shall be based on Administrator's annual Base Salary at the time the sick leave is paid. Upon termination or resignation from employment or the non-renewal of this Agreement, Administrator shall be paid for all accrued and unused/frozen sick leave time.

C. Each year Administrator shall be credited with sixty (60) hours of management administrative leave for use during the calendar year. Management administrative leave hours may be used for leave purposes only and will have no cash value. In addition, management administrative leave hours must be utilized in the calendar year credited, and any remaining balance may not be carried over to the next calendar year. Administrator shall retain the same benefits and/or changes of administrative leave as afforded to other unrepresented management employees.

D. Administrator shall accrue alternative health and wellness leave at the same rate as other City employees. Administrator shall retain the same benefits and/or changes of alternative health and wellness leave as afforded to other City employees. The Administrator may convert up to 96 hours of AHW leave allowance on the last day of the fiscal year, and shall be credited to the Administrator's PTO leave balance.

16. Abuse of Office or Position:

If Administrator is convicted of a crime involving an abuse of his office or position, all of the following shall apply: (a) if Administrator is provided with administrative leave pay pending an investigation, Administrator shall be required to fully reimburse City such amounts paid; (b) if City pays for the criminal legal defense of Administrator (which would be in its sole discretion, as it is generally not obligated to pay for a criminal defense), Administrator shall be required to fully reimburse City such amounts paid; and (c) if this Agreement is terminated, any Severance Pay and Severance Benefits related to the termination that Administrator may receive from City, including but not limited to the Monthly Severance Benefit, shall be fully reimbursed to City or shall be void if not yet paid to Administrator. For purposes of this Section, abuse of office or position means conviction of a crime by a court of law for either: (x) an abuse of public authority, including waste, fraud, or violation of the law under color of authority; or (y) a crime against public justice.

17. Enforcement of this Agreement:

The prevailing party in any action brought to enforce this Agreement or to resolve any dispute or controversy arising under its terms and conditions, shall be entitled to payment of his/her/its reasonable attorneys' fees and costs. The venue for any action in enforcement of this Agreement shall be before the Superior Court for the County of Orange.

18. Communications Upon Administrator's Separation Without Cause:

Only in the event of a termination Without Cause, City and Administrator agree that neither party will make disparaging comments about the other, or about any of the

City's public officials or employees, for a period of twelve (12) months from the date of Administrator's termination. As used herein, "disparaging" shall mean "to lower in esteem; discredit; to speak slightingly of; show disrespect for; belittle." (Webster's New World Collegiate Dictionary, Fourth Ed., IDG Books Worldwide, Inc., pg 414). Nothing herein prevents either party, or its officers or employees, from truthfully answering questions made under oath in a legal proceeding. Any press release concerning Administrator's termination Without Cause shall be mutually agreed upon between the parties. Either party may verbally repeat the substance of the joint press release or statement.

19. Indemnification:

Consistent with the California Government Code, City shall defend, hold harmless, and indemnify Administrator, using legal counsel mutually acceptable to the Parties, against expense or legal liability for acts or omissions by Administrator occurring within the course and scope of Administrator's employment under this Agreement. Legal representation, provided by City for City Administrator, shall extend until a final determination of the issues including any and all losses, damages, judgments, interest, settlements, fines, court costs, and the reasonable costs and expenses of legal proceedings, including appeals, and including attorneys' fees, and expert witness fees and all other trial and appellate costs, imposed upon, or suffered by Administrator, which are directly related to the claim, action, suit, or proceeding. In the event there is a conflict of interest between City and Administrator such that independent counsel is required for Administrator, Administrator may engage his/her own legal counsel, in which event City shall indemnify Administrator, including direct payment of all such reasonable costs related thereto.

20. Notices:

Any notices to be given hereunder by either party to the other in writing may be effected either by personal delivery, mail, or email. Mailed notices shall be addressed to the parties as set forth below, but each party may change his/her/its address by written notice given in accordance with this Section. Notices delivered personally or by email will

be deemed communicated as of actual receipt. Mailed notices will be deemed communicated and received as of three (3) calendar days following the date of mailing.

CITY: City of Placentia
Attention: Mayor
401 E. Chapman Avenue
Placentia, CA 92870

ADMINISTRATOR: Damien R. Arrula
401 E. Chapman Avenue
Placentia, CA 92870

21. Conflict With City Charter or Municipal Code:

The terms of this Agreement shall govern the relationship between the City and Administrator. Notwithstanding the foregoing, provisions of the City's Charter, Municipal Code and Policies which specifically define the roles, duties, responsibilities and limitations of the office of City Administrator, shall have preeminence in defining the relationship between the parties.

22. Entire Agreement:

This Agreement represents the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing, between the parties with respect to the employment of Administrator by City, and contains all of the covenants and agreements between the parties with respect to that employment. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by either party, or by anyone acting on behalf of either party, which are not embodied herein, and that no other employment agreement, statement, or promise not contained in this Agreement shall be valid or binding upon either party.

23. Modifications:

Any modifications to this Agreement shall be effective only if in writing and signed by both of the parties hereto, unless specifically provided herein to the contrary.

24. Effect of Waiver:

The failure of either party to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

25. Partial Invalidity:

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

26. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

This Agreement is entered into this _____ day of _____, 2023.

CITY OF PLACENTIA

By: _____

Ward L. Smith, Mayor

Damien R. Arrula

Attest:

Robert S. McKinnell, City Clerk

Approved as to Form:

Christian Bettenhausen, City Attorney



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY CITY ADMINISTRATOR / SUPPORT AND EMERGENCY SERVICES

DATE: MARCH 21, 2023

SUBJECT: **LEASE AGREEMENT FOR NEW COPIERS AND MANAGED PRINT SERVICES**

FISCAL
IMPACT: EXPENSE: \$14,394 (APRIL – JUNE 2023)
BUDGETED : \$14,500 (109595-6175)

SUMMARY:

The City of Placentia (City) solicited proposals to replace multi-function copiers whose lease contracts have expired and to replace, monitor, maintain and provide supplies for thirty-five (35) office printers within the City and add five (5) more. Three quotes have been obtained from different vendors and Centruy Business Services (CBS) submitted the lowest responsive bid.

Currently there are two different copier lease agreements and a separate printer maintenance agreement, all of which expired in 2021 and are currently operating on a month-to-month basis. The new contract agreement through CBS would replace and upgrade all current copier and printer equipment to the latest models, along with providing standardization of equipment models for better upkeep and lower maintenance rates.

RECOMMENDATION:

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

1. Approve the Agreement with Century Business Services (CBS) for Managed Print Services and the replacement of eight (8) copier machines and forty (40) office printers throughout various City locations for a total amount of \$57,600 annually, for five years; and
2. Authorize the City Administrator or their designee to execute all necessary documents, in a form approved by the City Attorney.

STRATEGIC PLAN STATEMENT:

There is no specific strategic planning goal or objective associated with this agenda item.

1.i.
March 21, 2023

DISCUSSION:

The City's current copiers are outdated and under different contract agreements which have expired and are on a month-to-month basis. Following a review of the City's needs and in an effort to consolidate lease agreements, equipment has been identified for replacement, which will provide the same functionality at lower costs, while also streamlining the paperwork associated with multiple lease agreements to ensure efficient processing.

The copier in Police Administration is an older Canon model copier that has reached its end of life cycle and is currently inoperable. The maintenance agreement has expired and is long overdue for a replacement. The replacement copier would be a current model of Kyocera copiers bringing it in line with our current fleet of copiers throughout City Hall.

There are two additional Canon copiers within the City, that are on a separate month-to-month lease agreement that are also due for an upgrade. One is located in Police Records and the other is within Public Works. Other copier models include various outdated Kyocera and Konica Minolta copiers located at the City Yard, Tow Yard, Whitten Center, and throughout City Hall.

Also, there are thirty-five (35) different types of printers (HP, Lexmark, Konica Minolta) currently on the City network with a request to add five (5) additional printers for the new Fire Department Headquarters and Human Resources. Under the new contract agreement, all printers will be replaced and standardized to one single Kyocera printer brand.

The City contacted vendors to obtain proposals for a total of 40 copiers and desktop printers. The following table provides the proposal amounts received from three companies.

Company	Proposal Amount
Century Business Services	\$4,798.50/month
CBE Office Technologies	\$5,310.39/month
Copy Link, Inc.	\$5,298.74/month

Based on the proposals received, Staff recommends the City Council award a contract to Century Business Services for the amount of \$4,798.50 per month for a term of 63 months.

With the consolidation of equipment and agreements, Staff will be able to monitor printing volumes and costs, auto toner and supply replenishment, generate online reports, control inventory, develop an asset replacement strategy, streamline service and maintenance requests and ensure one monthly bill to process, opposed to having three individual bills.

Maintenance and supply agreements are included in the submitted proposals. The maintenance agreement is based upon the monthly usage of the existing copiers taking into account of the new requested equipment. The City has the option of seeking another lease upgrade after sixty-three (63) months.

FISCAL IMPACT:

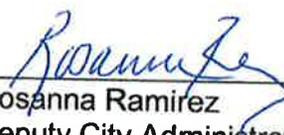
Funding for replacement and managed print services was anticipated and included in the current fiscal year's operating budget. The cost of our current copier monthly lease, and managed print services with service agreements averages around \$4,567 a month. With the new agreement, the cost to the City would increase to \$4,798.50 a month (not including any overage charges the City may take on in the future). The increase in costs factors in the additions of 5 new printers being added, the cost of inflation, and all copier inventory getting replaced with new equipment. In order to get the lowest monthly program payment, the contract agreement would be for 63 months and over the course of the 63 month contract agreement it would cost the City an additional \$2,796 annually for a total of \$13,980. The increased amount will be accounted for in the budget for the upcoming fiscal year along with future fiscal years.

Prepared by:



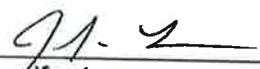
Daniel Chang
IT Manager

Reviewed and approved:



Rosanna Ramirez
Deputy City Administrator

Reviewed and approved:



Jennifer Lampman
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Lease Agreement Contract
2. Quote 1 – Century Business Solutions
3. Quote 2 – CBE Office Technologies
4. Quote 3 – Copy Link

EQUIPMENT DESCRIPTION

Equipment MFG Model & Description	Serial Number	Accessories
See Schedule A		
<input type="checkbox"/> See attached schedule for additional Equipment / Accessories		

Billing Address: **401 East Chapman Ave., Placentia, CA 92870**
 Equipment Location: _____

SUPPLIER | **TRANSACTION TERMS**

Carillon Office Technologies & Services, Inc. DBA Century Business Services 1675 Scenic Ave, Suite #250 Costa Mesa, CA 92626	Term: <u>63</u> months Minimum Monthly Payment: \$4,798.50 (plus applicable taxes) Excess Per Image Billing Preference (monthly if not checked) <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Annually Supplier Fuel/Freight Fee: \$ <u>0.00</u> per month (Not to exceed \$75.00 per month) The following additional payments are due on the date this Agreement is signed by you: Advance Payment: \$ <u>0.00</u> (plus applicable taxes) Applied to: <input type="checkbox"/> First <input type="checkbox"/> Last Document Fee: \$75.00 (included on first invoice)
---	--

Image Type	Minimum Number of Images	Excess Per Image Charge
B&W	19,829	\$007, \$014
Color	21,016	\$045, \$08

YOU HAVE SELECTED THE EQUIPMENT. THE SUPPLIER AND ITS REPRESENTATIVES ARE NOT OUR AGENTS AND ARE NOT AUTHORIZED TO MODIFY THE TERMS OF THIS AGREEMENT. YOU ARE AWARE OF THE NAME OF THE MANUFACTURER OF EACH ITEM OF EQUIPMENT AND YOU WILL CONTACT EACH MANUFACTURER FOR A DESCRIPTION OF YOUR WARRANTY RIGHTS. WE MAKE NO WARRANTIES TO YOU, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY OR OTHERWISE. WE PROVIDE THE EQUIPMENT TO YOU AS-IS. YOU AGREE TO USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS, AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES. WE SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES. WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEGAL, TAX OR ACCOUNTING TREATMENT OF THIS AGREEMENT AND YOU ACKNOWLEDGE THAT WE ARE AN INDEPENDENT CONTRACTOR AND NOT A FIDUCIARY OF CUSTOMER. YOU WILL OBTAIN YOUR OWN LEGAL, TAX AND ACCOUNTING ADVICE RELATED TO THIS AGREEMENT AND WILL MAKE YOUR OWN DETERMINATION OF THE PROPER AGREEMENT TERM FOR ACCOUNTING PURPOSES. YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER. BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF IOWA. YOU CONSENT TO THE JURISDICTION AND VENUE OF FEDERAL AND STATE COURTS IN IOWA. TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS TO YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK TO SEE IDENTIFYING DOCUMENTS. BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE RECEIPT OF PAGES 1 AND 2 OF THIS AGREEMENT AND AGREE TO THE TERMS OF PAGES 1 AND 2. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT YOU AND US FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

TERMS AND CONDITIONS

1. **COMMENCEMENT OF AGREEMENT.** Commencement of this Agreement and acceptance of the Equipment shall occur upon delivery of the Equipment to you ("Commencement Date"). To the extent that the Equipment includes intangible property or associated services such as periodic software licenses and prepaid database subscription rights, such intangible property shall be referred to as "Software". You understand and agree that we have no right, title or interest in the Software and you will comply throughout the Term of this Agreement with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Commencement Date of this Agreement. You agree to inspect the Equipment upon delivery and verify by telephone or in writing such information as we may require. The Equipment is accepted by you under this Agreement unless you notify us within three (3) days of delivery that you do not accept the Equipment and specify the defect or malfunction. In that event, we will replace the defective item of Equipment or cancel this Agreement and you will assume all our rights under any purchase order or agreement entered into by us to buy the Equipment. If you signed a purchase order or similar agreement for the purchase of the Equipment, by signing this Agreement you assign to us all of your rights, but none of your obligations under it. All attachments, accessories, replacements, replacement parts, substitutions, additions and repairs to the Equipment shall form part of the Equipment under this Agreement.

2. **IMAGE CHARGES.** Each month during the Term of this Agreement, you agree to remit to us the Minimum Monthly Payment ("Minimum Payment") and all other sums when due and payable at the address we provide to you from time to time. In return for the Minimum Payment, you are entitled to produce the Minimum Number of Images for each applicable Image Type each month. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree cash and cash equivalents are not acceptable forms of payment for this Agreement and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit payments to us. Minimum Payments will include any freight, delivery, installation and other expenses we finance on your behalf at your request. You also agree to pay us the applicable Excess Per Image Charge (plus applicable taxes) for each metered image that exceeds the applicable Minimum Number of Images for each Image Type. You acknowledge that the Equipment includes a separate meter for each Image Type and that you understand the differences between the Image Types. We may estimate the number of images produced if you do not provide us with meter readings within seven (7) days of request. We will adjust the estimated charge for excess images upon receipt of actual meter readings. Notwithstanding any adjustments, you will never pay us less than the Minimum Payment. You agree that after the first twelve (12) months of the Term (or any extension or renewal) of this Agreement, and at the end of each following twelve (12) month period thereafter, the Minimum Payments and Excess Per Image Charges may be increased by an amount equal to the lesser of: (a) up to 15% of the Minimum Payments and Excess Per Image Charges in effect at the end of the prior twelve (12) month period; or (b) the maximum percentage permitted by applicable law. At our option, you will: (a) provide us by telephone or facsimile the actual meter readings when requested by us; (b) provide us (or our agent) access to the Equipment to obtain meter readings; or (c) allow us (or our agent) to attach an automatic meter reading device to the Equipment. We may audit any automatic meter reading device periodically. Minimum Payments are due whether or not you receive an invoice. If you have a dispute with the Supplier regarding the Equipment or any service, repair or maintenance of the Equipment (including without limitation, any Equipment designated "Service Only"), you shall continue to pay us all Minimum Payments and Excess Per Image Charges without deduction or withholding of any amounts. You authorize us to adjust the Minimum Payments by not more than 15% to reflect any reconfiguration of the Equipment or adjustments to reflect applicable sales taxes or the cost of the Equipment by the manufacturer and/or Supplier. You agree to pay us an interim rent payment from and including the Commencement Date through,

Continued on Page 2

OWNER ("We", "Us")	CUSTOMER ("You")
Wells Fargo Vendor Financial Services, LLC	The City of Placentia
By: X _____	(Customer Full Legal Name) By: X _____
Name: _____	Name: _____ Title: _____
Title: _____ Date: _____	Date: _____ Federal Tax ID: 95-60000763

SCHEDULE "A"

Agreement No. _____

Customer/Lessee ("You") _____

**EQUIPMENT MODEL &
ATTACHMENTS**

SERIAL #

LOCATION ADDRESS

(3) Kyocera 4054ci / copy, print, scan

(3) Document feeder

(3) Stapler finisher

(3) Paper cassettes

(5) Kyocera 5054ci / copy, print, scan

(5) Document feeder

(4) Stapler finisher & hole punch

(1) Booklet finisher & hole punch

(5) Paper cassettes

(6) Kyocera PA5000X

(8) Kyocera M6635cidn MFP

(2) Fax option for Kyocera M6635cidn

(26) Kyocera P6230cdn

Customer/Lessee ("You"): _____

(Signature of Authorized Signer)

Print Name: _____

Print Title: _____

Date: _____

(Date of Signature)

CENTURY BUSINESS SERVICES, INC (CBS)
EQUIPMENT SERVICE MAINTENANCE AGREEMENT TERMS (AGREEMENT)

Initial _____

Term: This Agreement shall be in effect for one (1) year or the term of the Print Management Program, whichever is applicable. If the Equipment is under a one (1) year Service Maintenance Agreement, it will automatically renew each year unless terminated in the manner set forth herein. Either party may terminate the Agreement by giving the other at least sixty (60) days written notice. Notice of termination by customer must be accompanied by payments due under the existing agreement. If a customer cancels an agreement during the initial year or during any subsequent renewal year (mid-term), the customer is responsible to pay CBS in full the remaining balance of that year's agreement at time of cancellation. The remaining balance will be determined by the per copy/print charge and the remaining unpaid months stated on the agreement. This is important because CBS provides preventative service (parts and labor) based on the annual minimum contracted volume.

Maintenance Services: All calls under this Agreement will be made on the customer's premises at the address shown on the customer's order and during regular business hours, 8:00 am to 5:00 pm, Monday through Friday (holidays excepted) and on equipment described on the reverse side. Service requested by the customer at the other than regular business hours will be billed at one and one half times our normal per call service charge. Service requested on Sundays or Holidays will be billed at twice our normal per call service rate.

Meter Readings: Customer agrees to allow CBS to install meter-reading software to obtain meter readings. If customer does not wish to install said software, the customer agrees to provide CBS true and accurate meter readings within one (1) week of CBS' request. If the customer is unable to provide the meters after CBS' request, CBS will dispatch a technician to collect the meters and CBS will bill you \$95 per hour. For the purpose of this agreement, 11 X 17 size copies shall be considered two (2) standard size copies.

Exclusions: Services not included in this Agreement, will be charged in accordance with CBS's T&M rates then in effect. The following services are outside the scope of this Agreement, but are not limited to, the provision of following: (1) repairs performed by persons other than company representatives and as a result further repairs are needed, (2) the performance of normal operator functions, (3) repair damage from any cause other than ordinary use (4) increase in service time resulting from operator neglect or unique applications, (5) performance of services necessitated by accident, temperature, inadequate ventilation, power outage, (6) performance services necessitated by the introduction of a computer virus or other bug into the Equipment (7) problems relating to or caused by software which was not licensed by CBS.

Changes: CBS, shall have the right to change prices and terms and conditions for the services performed hereunder-effective one year after the commencement date, and at the end of every twelve (12) month period thereafter.

Toner Usage: At the end of this agreement CBS will assess all the toner that was provided to you. If the customer has used more than 125% of estimated usage base on manufacturer yield, the customer will be responsible for paying CBS for the excess usage at the current market price.

Relocation of Equipment: Customer will be liable for all costs associated with any Equipment relocation requested by the Customer. These costs will include all applicable installation and removal charges, special rigging charges and any parts and Technical Representative labor connected that is accepted by CBS. CBS shall have the right to inspect the Equipment and charge separately for the cost of placing it in proper operating condition. CBS shall submit an estimate of the cost of such repairs for the Customers approval before the work is initiated.

Condition of Equipment: This agreement is entered into with the understanding that the Equipment will be in good operating condition on the commencement date. If the Equipment is not under warranty or under a CBS maintenance agreement at the time this agreement is accepted by CBS, CBS shall have the right to inspect the Equipment and charge separately for the cost of placing it in proper operating condition. CBS shall submit an estimate of the cost of such repairs for Customer approval before the work is initiated.

Confidentiality/Security: The Customer is responsible for the security of its proprietary and confidential information and for maintaining a procedure external to the Equipment to reconstruct lost or altered Customer files, data, or programs.

Network/Printing Support: CBS will service all hardware attached to the copier/printer and will oversee a successful installation to the Customers network, and up to 10 workstations. The Customer must provide a responsible person to input necessary entries or changes to their server or workstations. After the successful implementation of printing from the Customers network environment, CBS's responsibility ends. Any additional support required will be charged to the Customer at CBS's current hourly service rate in effect at the time of services rendered.

Liability: With respect to property damage or injury (including death) to persons arising out of, or connected with services performed under this agreement, is limited strictly to that imposed by law, and there is no contract that imposes any greater liability on CBS, Inc.

Services: The Customer understands and agrees that if CBS, Inc is called upon to perform service on the Equipment under contract and the agreement is discovered to have expired, either by meter reading or date, the Customer may either renew the agreement as of the expiration of the contract, or pay for the service rendered on a time and materials basis, based on current billable service rates.

Toner Shipments: CBS will bill the customer toner shipping-charges based on estimated toner usage.

General A. Free Access: CBS shall have free access to the Equipment to perform services thereon. **B. Taxes.** Customer agrees to pay all taxes including state and local sales and excise taxes however designated, levied or based on the service charges pursuant to this Agreement, and any taxes or amounts in lieu thereof paid or payable by CBS in respect of the foregoing. **C. Equipment Operators.** Customer shall provide Equipment Key Operators for each shift of operation. **D. Assignment.** Neither the benefits nor the obligations of this Agreement are assignable without the written consent of CBS, Inc. **E. Telephone and Utility Charges.** CBS shall not be responsible for any telephone and utility charges incurred by the Customer when using the Equipment, or by CBS personnel in the course of performing maintenance repair service. **F. Entire Agreement.** This Agreement shall become effective only after execution by Customer and CBS, Inc in the places provided. It is expressly understood that no other form of acceptance, verbal or written, will be valid or binding and that this Agreement shall constitute the entire Agreement between Customer and Century Business Services, Inc with respect to its subject matter irrespective of inconsistent or additional terms and conditions in Customer's purchase orders, in any other document submitted to CBS by Customer, or in representations made by CBS personnel. **G. No Waiver.** Customer acknowledges and agrees that any delay or failure to enforce its rights here under CBS, Inc does not constitute a waiver of such rights by CBS, Inc. or in any way prevent CBS, Inc. from enforcing such rights, or any other rights hereunder, at a later time.

City of Placentia Proposed Solution

Current Equipment Make & Model	Type	Qty	Proposed Recommendation
Main Office: 401 East Chapman Ave, Placentia (Orange), CA 92870			
Kyocera 4052ci	B&W / Color Floor Model MFP	3	Kyocera 4054ci
Konica Minolta C3351	B&W / Color Desktop MFP	5	Kyocera M6630cidn / One with Fax Option
Lexmark M3250	B&W Desktop Printer	5	Kyocera P3150dn
Lexmark M3150	B&W Desktop Printer	1	Kyocera P3150dn
Konica C3100P	B&W / Color Printer	19	Kyocera P6230cdn
Police Tow Yard: 166 E. La Jolla Ave, Placentia (Orange), CA 92870			
Konica Minolta C3351	B&W / Color Desktop MFP	2	Kyocera M6630cidn
Corporate Yard: 2999 E. La Jolla Ave, Placentia (Orange), CA 92870			
Konica Minolta C3351	B&W / Color Desktop MFP	1	Kyocera M6630cidn / with Fax Option
Whitten Center: 900 S. Melrose St., Placentia (Orange), CA 92870			
Konica C3100P	B&W / Color Printer	1	Kyocera P6230cdn
Fire Chief			
No Equipment Currently	B&W / Color Printer	1	Kyocera P6230cdn
Outside of the Mayor's Office			
ImageRunner Advance C5550i	B&W / Color Floor Model MFP	1	Kyocera 5054ci
Police Administration			
ImageRunner Advance C5550i	B&W / Color Floor Model MFP	1	Kyocera 5054ci
Fire Headquarters			
No Equipment Currently	B&W / Color Floor Model MFP	1	Kyocera 5054ci
No Equipment Currently	B&W / Color Printer	3	Kyocera P6230cdn
HR Director			
No Equipment Currently	B&W / Color Printer	1	Kyocera P6230cdn
Sr. HR Tech			
No Equipment Currently	B&W / Color Printer	1	Kyocera P6230cdn
City Hall Public Works			
Canon ImageRunner	B&W / Color Floor Model MFP	1	Kyocera 5054ci
PD Records			
Canon ImageRunner	B&W / Color Floor Model MFP	1	Kyocera 5054ci

Proposed New Monthly Program Contract (Before Taxes)		\$4,798.50
Volume Included:		
Kyocera Copiers:	B&W: 10,770	
	Color Level 1: 13,157	
	Color Level 2: 4,182	
Desktop Devices:	B&W: 9,059	
	Color: 3,677	

Kyocera MyPanel Application

New MyPanel application eliminates the need to physically touch any of the panels across your shared Kyocera devices.

There is no cost involved and implementation is easy. Simply print and post QR codes on your Kyocera devices and instruct your teams to install the Kyocera MyPanel application on their corporate and/or personal mobile phones and/or tablets. Employees can then manage all print, scan and copy functionality directly from their mobile device (available for Apple iOS, Android and Windows platforms).





CBE Office Technologies

Proposal

For





Equipment Included in Contract Breakdown

Main Office: 401 East Chapman Ave., Placentia (Orange), CA 92870

- (3) Canon ImageRunner Advance DX C5840i / Stapler Finisher
 - (5) Canon ImageRunner Advance DX C357iF
 - (6) Canon imageCLASS LBP236dw
 - (19) Canon Color imageCLASS LBP712Cdn
-

Police Tow Yard: 166 E. La Jolla Ave., Placentia (Orange), CA 92870

- (2) Canon ImageRunner Advance DX C357iF
-

Corporate Yard: 2999 E. La Jolla Ave, Placentia (Orange), CA 92870

- (1) Canon ImageRunner Advance DX C357iF
-

Whitten Center: 900 S. Melrose St., Placentia (Orange), CA 92870

- (1) Canon Color imageCLASS LBP712Cdn
-

Fire Chief

- (1) Canon Color imageCLASS LBP712Cdn
-

Outside of the Mayor's Office

- (1) Canon ImageRunner Advance DX 5850i / Stapler Finisher & 2-3 Hole Punch
-

Police Administration

- (1) Canon ImageRunner Advance DX 5850i / Stapler Finisher & 2-3 Hole Punch

Fire Headquarters

- (1) Canon ImageRunner Advance DX 5850i / Stapler Finisher & 2-3 Hole Punch
 - (3) Canon Color imageCLASS LBP712Cdn
-



HR Director

(1) Canon Color imageCLASS LBP712Cdn

Sr. HR Tech

(1) Canon Color imageCLASS LBP712Cdn

City Hall Public Works

(1) Canon ImageRunner Advance DX 5850i / Stapler Finisher & 2-3 Hole Punch

PD Records

(1) Canon ImageRunner Advance DX 5850i / Stapler Finisher & 2-3 Hole Punch





Included Volume in Contract Breakdown

Proposed New Monthly Program Contract (Before Taxes)		\$5,310.39
Volume Included:		
Canon Department Copiers:		B&W: 10,770 Color: 17,339
Canon Desktop Devices:		B&W: 9,059 Color: 3,677

Service contract to be billed at .008 B&W and .065 Color per page. The contract includes all parts, labor and toner, excludes paper.



SHARP Canon RICOH 



The Official Office Solutions Provider of the LA Clippers



ORANGE COUNTY
BUSINESS JOURNAL

America's Fastest-Growing Private Companies! (2014/2013/2012/2011/2010/2009/2008)



Top 100 Fastest-Growing Private Companies! (2015/2014/2013/2012/2011/2010/2009/2008/2007)



A Proposal For



February 9th, 2023





Copy Link is the Right choice!

At Copy Link we have built our business one satisfied customer at a time. When evaluating a company to meet your office equipment needs there are many issues to consider. We invite you to compare the services and benefits you will receive at Copy Link against any of our competitors. We are confident that Copy Link will rise above the rest!

Features and Benefits	Copy Link	Company B	Company C
Locally owned and operated	✓		
Serving San Diego County since 1990	✓		
Live person ready to take your call	✓		
Local in-house Help Desk for immediate resolutions	✓		
Staff that know you and recognize your account	✓		
4 Hour service response time	✓		
Service technician's average tenure of 16 years	✓		
All vehicles stocked with over \$7500 in parts, all the time	✓		
Guaranteed uptime performance	✓		
Guaranteed loaner system if yours is out of service	✓		
Master Technicians on Staff	✓		
Premier Dealer and Authorized Service center	✓		
Award Winning Product Lineup	✓		
A company culture that exemplifies a sense of urgency	✓		
An accessible experienced Management Team	✓		





Proposed Solution for: The City of Placentia

Quantity	Equipment / Location	Description
Main Office: 401 East Chapman Ave., Placentia (Orange), CA 92870		
3	Sharp BP-70C55	Stapler Finisher
5	Sharp MX-C357F	Desktop Color MFP
6	Sharp MX-B557P	Desktop B&W Printer
19	Sharp MX-C407P	Desktop Color Printer
Police Tow Yard: 166 E. La Jolla Ave., Placentia (Orange), CA 92870		
2	Sharp MX-C357F	Desktop Color MFP
Corporate Yard: 2999 E. La Jolla Ave, Placentia (Orange), CA 92870		
1	Sharp MX-C357F	Desktop Color MFP
Whitten Center: 900 S. Melrose St., Placentia (Orange), CA 92870		
1	Sharp MX-407P	Desktop Color Printer
Fire Chief		
1	Sharp MX-C407P	Desktop Color Printer
Outside of the Mayor's Office		
1	Sharp BP-70C55	Stapler Finisher & 2-3 Hole Punch
Police Administration		
1	Sharp BP-70C55	Stapler Finisher & 2-3 Hole Punch
Fire Headquarters		
1	Sharp BP-70C55	Stapler Finisher & 2-3 Hole Punch
3	Sharp MX-C407P	Desktop Color Printer
HR Director		
1	Sharp MX-C407P	Desktop Color Printer
Sr. HR Tech		
1	Sharp MX-C407P	Desktop Color Printer
City Hall Public Works		
1	Sharp BP-70C55	Stapler Finisher & 2-3 Hole Punch
PD Records		
1	Sharp BP-70C55	Stapler Finisher & 2-3 Hole Punch

**Monthly Lease
Payment**

\$5,298.74

**Monthly
Black & White
included**

19,829

**Monthly
Color
included**

21,016

Mono CPP

\$0.012

Color CPP

\$0.08

All-Inclusive Maintenance & Supplies:

Relax knowing your system is backed with everything you need to keep your system running productively. Our all-inclusive maintenance agreement includes parts, labor and supplies (i.e., toner, developer and drum, preventative maintenance and on-site service.) *Excludes paper, staples and toner waste collection containers. All applicable taxes will apply.*

- 19,829 B&W copies included per month. All additional B&W copies billed quarterly at \$0.012 per copy.
- 21,016 Color copies per month. All additional Color copies billed monthly at \$0.08 per copy.
- 4 hour response time in the metro area and next-day service for out-of-town customers.



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF DEVELOPMENT SERVICES

DATE: MARCH 21, 2023

SUBJECT: **PUBLIC HEARING AND CONSIDERATION OF PROPOSED PROGRAMS AND ACTIVITIES TO BE SUBMITTED TO THE COUNTY OF ORANGE FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING FOR FISCAL YEAR 2023-24**

FISCAL
IMPACT: CDBG FUNDS IN THE AMOUNT OF \$377,237 FOR FISCAL YEAR 2023-24

SUMMARY:

The Federal Housing and Community Development Act of 1974 provides Community Development Block Grant (CDBG) funds for projects that promote the development of viable urban communities by providing suitable living environments for persons of low and moderate income. As a Metropolitan City, the City of Placentia does not compete with 11 other County cities to apply and receive CDBG funds through the County of Orange ("County"). The amount of CDBG funding received by the City is established and provided directly by the U.S. Department of Housing and Urban Development (HUD) via the County. The funding allocation varies from year to year; therefore, the funding allocation will be presented to the City Council on an annual basis.

For Fiscal Year ("FY") 2023-24, the anticipated funding amount is \$377,237, of which the City will receive \$339,514 directly. Eligible funding programs and activities must adhere to National Objectives established by HUD and the County's Consolidated Plan. The program and projects must achieve a specified performance outcome such as improving accessibility through removal of physical barriers or promoting livable and viable neighborhoods by providing a benefit to low to moderate income residents. This action will conduct a public hearing on the proposed programs and activities and authorize the City Administrator, or his designee, to submit the application to the County to receive CDBG funds for the programs and activities described herein.

RECOMMENDATION:

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

1. Open the Public Hearing to consider proposed programs and activities for the Community Development Block Grant Funding for Fiscal Year 2023-24; and
2. Receive the Staff report, consider all public testimony, ask any questions of Staff; and

2.a.
March 21, 2023

3. Close the Public Hearing; and
4. Authorize the City Administrator to submit an application to the County of Orange to receive CDBG Funds to support public service programs, public facilities improvements, housing rehabilitation needs, and administrative expenses for Fiscal Year 2023-24; and
5. Authorize the City Administrator to execute all necessary documents, in a form approved by the City Attorney.

DISCUSSION:

The Federal Housing and Community Development Act of 1974 provides CDBG funds for projects that promote the development of viable urban communities by providing suitable living environments for persons of low and moderate income. As a Metropolitan City, the City does not compete with 11 other County cities to apply and receive CDBG funds through the County. The City’s funding allocation will be established annually by HUD.

Eligible programs and activities must adhere to the established performance objectives established by HUD and conform to the priority levels set by the County. This includes creating a suitable living environment that benefits communities, families, or individuals that are from designated low to moderate income areas of the City. Projects must also achieve specified performance outcomes such as improving accessibility through removal of physical barriers or promoting livable and viable neighborhoods by providing a benefit to low to moderate income residents.

As indicated in the chart below, the CDBG amount of \$339,514 will be allocated to the City and will serve as a direct offset and/or supplement to the General Fund for specific programs and activities that support viable urban communities. The remaining \$37,723 will be provided to the County to cover costs related to preparation of the Annual Action Plan (AAP), Consolidated Annual Performance and Evaluation Report (CAPER), and other administrative costs.

CDBG ALLOCATION TO THE CITY OF PLACENTIA		
Activity	Program	Allocation
Housing Needs	Housing Rehabilitation Program	\$52,500
	Facade Improvement Program	\$190,291
Public Services (Mandated 15% of CDBG Funds)	Senior Services Salaries (Lunch Program)	\$21,000
	Public Services Salaries (Neighborhood Services)	\$38,000
Administration - City	Assistant to the City Administrator/Economic Development Manager Salary for Administering CDBG Programs	\$37,723
Total CDBG Allocation to the City		\$339,514

CDBG ALLOCATION TO THE COUNTY OF ORANGE		
Activity	Program	Allocation
Administration - County	County Staff - Maximum HUD Allocation	\$37,723
Total CDBG Allocation to the County		\$37,723
TOTAL CDBG FUNDING ALLOCATION		\$377,237

Program Activities

Housing Needs: The goal is to preserve and rehabilitate existing ownership housing stock. Due to the large percentage of the City’s housing stock exceeding 50 years of age, measures must be taken to preserve the quality and livability of existing residential units. Many of these housing units are owned by low-moderate income persons, often elderly or disabled residents, who are unable to adequately care for their homes. Minor exterior rehabilitation efforts are often necessary to provide exterior repairs, weatherization, or clean-up improvements to maintain the quality of living conditions or for health and safety issues.

In addition, the Façade Improvement Program will be implemented in an effort to remove blight and provide for the expansion of the City’s tax base through the use of CDBG funds for eligible façade improvements to local businesses. The funds can be used for exterior improvements among the aging commercial buildings in the Old Town Placentia area. The program will be designed to promote Placentia as a positive venue for quality business, incentivize business improvements and attraction to enhance local economic growth, and ensure that government regulations promote a favorable business climate.

Public Services: HUD requires 15% of the total CDBG funding allocation to be designated to public services. Based upon the community need and HUD requirements, there is a high priority need to continue to support public services for senior and youth populations. The City’s continuing Senior Lunch Program provides a local community benefit to the senior and disabled population by providing daily nutritional meals supplemented by much-needed social interaction. The program serves an average of 450 lunches a month to senior and disabled residents in Placentia and the surrounding communities. The majority of attendees are over the age of 65, live alone, and are considered low-income. The City also provides several Neighborhood Services programs including free food distribution and human services referrals in areas designated as low-to-moderate income. These Neighborhood Services programs ensure that comprehensive and coordinated resources are available to support family needs.

Administrative Costs: HUD approves the allocation of 20% of the total CDBG funding for administrative costs. Per the current agreement with the County of Orange, the 20% will be equally divided between the City and the County. The County will file, on behalf of the City, several HUD mandated reports including the AAP, CAPER, Analysis of Impediments (AI), Citizen Participation Plan (CPP), and the Integrated Disbursement and Information System (IDIS) management. The City’s administrative costs will be for the monitoring and reporting of the programs and activities. Administrative costs will specifically be for the submittal of quarterly expenditure reports, financial activity, contracts, and summary of accomplishments for each of the programs and activities.

FISCAL IMPACT:

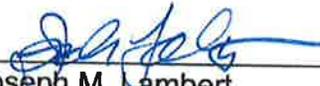
Submittal of the proposed CDBG program and activities to the County will have a positive financial impact. The City will receive approximately \$339,514 of the anticipated total amount of \$377,237 in CDBG allocated funds for FY 2023-24 for the implementation of specific programs and activities that will have a positive impact upon our community.

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:



Damien R. Arrula
City Administrator



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF COMMUNITY SERVICES

DATE: MARCH 21, 2023

SUBJECT: **INTRODUCTION AND FIRST READING OF ORDINANCE NO. O-2023-01 OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, AMENDING CHAPTER 9.20 ("WILDLIFE") OF TITLE 9 ("ANIMALS AND FOWL") OF THE PLACENTIA MUNICIPAL CODE RELATING TO FEEDING WILDLIFE WITHIN THE CITY**

FISCAL
IMPACT: NONE

SUMMARY:

The proposed amended ordinance will update Chapter 9.20 of the Placentia Municipal Code ("PMC") by prohibiting the public feeding of wildlife. The proposed amendment will enable the Community Services Department, Public Works Department and Police Department to effectively enforce provisions of the PMC relating to the feeding of "wildlife" in City parks and athletic fields.

DISCUSSION:

The Community Services Department noted the PMC does not contain provisions relating to the public feeding wildlife at City Parks and Athletic Fields. The population of ground squirrels at certain athletic fields and parks has noticeably increased which could be exacerbated by feeding from the public. This increase in ground squirrel activity is causing negative impacts to the City parks and athletic fields.

Specifically, staff has noticed a significant increase in the number of holes on athletic fields, park grounds and slopes. City maintenance staff and contractors cannot keep up with filling the holes daily. The growing ground squirrel population is also causing damage to the park lighting at Champions Park by chewing electrical wires. Holes and underground tunneling create a significant safety hazard for users of the athletic fields. Additionally, ground squirrels may carry disease which can infect members of the public. The proposed ordinance mirrors Section 251.1 of Title 14 of the California Code of Regulations which prohibits the "harassment" of any mammal, which expressly includes intentional acts such as feeding because it can disrupt the animal's natural foraging behavior.

3.a.
March 21, 2023

City staff has reviewed the current conditions and developed a proposed ordinance to amend Chapter 9.20 of the PMC to prohibit the public from feeding wildlife in the City with certain exceptions. The amended ordinance also applies to other forms of wildlife.

RECOMMENDATION:

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

1. Receive the staff report and consider the first reading of Ordinance No. 0-2023-01; and
2. Find that the recommended actions are exempt from the California Environmental Quality Act ("CEQA") pursuant to Sections 15061(b)(3) of the CEQA Guidelines, (Title 14, Chapter 3 of the California Code of Regulations). Section 21065 of the Public Resources Code, and the City of Placentia Local Guidelines for implementing CEQA.

STRATEGIC PLANNING STATEMENT:

There is no specific strategic planning goal or objective associated with this agenda item.

Prepared by:



Karen Crocker
Director of Community Services

Reviewed and approved:



Christian L. Bettenhausen
City Attorney

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Ordinance O-2023-01 amending Chapter 9.20 of the PMC

ORDINANCE NO. 2023-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, AMENDING CHAPTER 9.20 (“WILD ANIMALS”) TO TITLE 9 (“ANIMALS AND FOWL”) OF THE PLACENTIA MUNICIPAL CODE RELATING TO FEEDING WILDLIFE WITHIN THE CITY.

WHEREAS, the City of Placentia (“City”) is a charter city organized under the laws of the State of California with authority to enact ordinances to protect the public health, safety and welfare within the City under Article XI, Section 7 of the California Constitution; and

WHEREAS, the feeding of wildlife can lead to negative impacts on animals, people and the environment; and

WHEREAS, feeding wildlife can lead to aggressive behavior towards humans, which presents health and safety concerns for residents and visitors to the City; and

WHEREAS, feeding wildlife can artificially support the growth and carrying capacity of urban wildlife populations, compromising wildlife health and increasing human exposure to, and potential conflicts with, wildlife; and

WHEREAS, feeding wildlife can cause certain species to localize activity in the vicinity of the food source, thus increasing associated negative impacts on property owners and individuals within those neighborhoods; and

WHEREAS, Section 251.1 of Title 14 of the California Code of Regulations prohibits the harassment of any game or nongame bird or mammal or furbearing mammal, expressly including intentional acts such as feeding that disrupt the animal’s natural foraging behavior; and

WHEREAS, the City Council finds that an ordinance prohibiting the intentional and negligent feeding of certain types of wildlife, as defined, and further specifying types of permissible and prohibited conduct regarding interaction with wildlife in the City, is consistent with the City’s long-standing commitment to protect and conserve biological resources and public safety and will promote the public health, safety and welfare.

NOW, THEREFORE, BE IT ORDAINED, BY THE CITY COUNCIL OF THE CITY OF PLACENTIA, AS FOLLOWS:

Section 1. All of the above recitals are correct and hereby incorporated by reference. The City Council hereby finds as follows:

1. The foregoing recitals are true and correct and are made a part of this ordinance.
2. There is no possibility that the adoption of this ordinance will have a significant impact on the environment, and therefore, the adoption of this ordinance is exempt from the California Environmental Quality Act (“CEQA”), pursuant to Section 15061(b)(3) of the CEQA Guidelines (Title 14, Chapter 3 of the California Code of Regulations).

Section 2. Municipal Code Amendment. Chapter 9.20 (“Wild Animals”) of Title 9 (“Animals and Fowl”) of the Placentia Municipal Code is hereby amended to provide as follows:

Chapter 9.20 - WILDLIFE

9.20.010 Definitions

For purposes of this chapter, the following definitions shall apply:

“Feed” means to give, distribute, place, expose, deposit, or scatter any edible material on any public or private property with the intention of feeding, attracting, domesticating or enticing wildlife, whether or not wildlife is in the vicinity at the time. Feeding does not include baiting in the permitted and legal take or depredation of wildlife in accordance with federal, state and local law.

“Person” means any individual, corporation, company, partnership, firm, association, or political subdivision of this State subject to municipal jurisdiction.

“Wildlife” means any non-domesticated species of animal including but not limited to coyotes, deer, wild turkeys, foxes, skunks, raccoons, possums, squirrels, ducks, geese, ravens, crows, and gulls.

“Wild animal” means and includes any animal, reptile, fowl, or fish which is not tame or gentle as found in nature but is of a wild nature or disposition, or which is known to be vicious, or which must be kept in confinement to be brought within the immediate power of the owner. “Wild animal” does not include any bird life except as otherwise provided by law, any hamster, guinea pig, white rats and/or mice, any nonpoisonous snake not exceeding six feet in length, any turtle, any nonpoisonous toads, lizards, salamanders, newts, chameleons, kangaroo rats, and any fish except piranha and walking catfish.

9.20.020 Wild animals not permitted in city – Exceptions.

It is unlawful for any person to keep or maintain or cause to be kept or maintained, within the city of Placentia any wild animal except those enumerated in Section 9.20.010. This section shall not prohibit the keeping or maintaining of wild animals within the city of Placentia in the following locations:

- A. Wild animals in zoos or museums—any wild animals which are kept confined in zoos or museums for the public to view;
- B. Wild animals in bona fide, licensed veterinary hospitals for treatment;
- C. Wild animals may be maintained by bona fide educational institutions for the purpose of instruction, provided such wild animals are securely confined and are properly cared for in a manner satisfactory to Orange County Animal Control services.

9.20.030 Disturbing or taking wildlife.

No person shall hunt, kill, wound, feed, touch, tease, frighten, or intentionally disturb wildlife in any park, sports field, recreational area or open space except persons in the performance of their official duties, or in areas designated and under conditions established by the City to include the health and safety of the public.

9.20.040 Harassment of Animals

No person shall harass, herd or drive any game or nongame bird or mammal or furbearing mammal. For the purposes of this section, harass is defined as an intentional act which disrupts an animal's normal behavior patterns, which includes, but is not limited to, breeding, feeding or sheltering. This section does not apply to a landowner or tenant who drives herds birds or mammals for the purpose of preventing damage to private or public property, including aquaculture and agricultural crops. Feeding a wild animal, including, but not limited to ducks and squirrels is considered animal harassment.

9.20.050 Feeding of Wildlife Prohibited

- A. No person shall purposely or knowingly feed wildlife on public or private property in the City of Placentia.
- B. No person shall leave or store any refuse, garbage, pet food, seed or birdseed, fruit, meat, dairy, vegetable, grain or other food in a negligent manner likely to feed wildlife.
- C. No person shall fail to take remedial action to cease contact or conflict with wildlife, including to secure or remove outdoor refuse, cooking grills, pet food, backyard birdfeeders or any other similar food source or attractant, after being advised by the city to undertake such remedial action.

9.20.060 Exceptions

The prohibitions in Section 9.20.060 do not apply to:

- A. Landscaping, gardening, and/or maintaining vegetable gardens, fruit and nut trees or other plants, so long as such activities are not conducted for the purpose of feeding wildlife as defined in this article.
- B. Feeding of birds, except wild turkeys, outdoors on private residential properties using bird feeders, to the extent authorized by law and subject to the following requirements:
 - 1. Bird feeders shall be placed at least five (5) feet above the ground and shall be suspended on a cable or otherwise secured so as to prevent the bird feeders from being easily accessible to other wildlife.
 - 2. The feeding shall not substantially interfere with the rights of surrounding property owners.

3. The area below and around bird feeders must be kept clean and free of seed and an accumulation of feces.
 4. No person shall knowingly allow or permit bird feeders to become an attractant for rodents or other wildlife other than birds.
 5. Bird feeders shall be kept clean to prevent the spread of disease among wild bird populations.
- C. Baiting, for the purpose of trapping, feral cats as part of an approved Trap-Neuter-Release program.
- D. Any property owner baiting, for the purpose of trapping, wildlife on their property when authorized by, and in accordance with, State law including but not limited to trapping gophers, house mice, moles, rats, and voles pursuant to Fish and Game Code section 4005(f); taking of certain mammals found injuring crops or property pursuant to Fish and Game Code section 4152; taking of certain nongame birds and mammals such as weasels, skunks, opossum, moles and rodents pursuant to 14 CCR § 472; or as otherwise permitted and authorized by State law.

Section 3. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held by a court of competent jurisdiction to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of the Ordinance. The City Council of the City of Placentia hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause and phrase thereof irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases may be held invalid or unconstitutional.

Section 4. Effective Date and Publication. This ordinance shall be and the same is hereby declared to be in full force and effect from and after thirty (30) days after the date of its passage. Within fifteen (15) days after the passage of this Ordinance, the City Clerk shall cause a summary of said Ordinance to be published as provided in Government Code §36933, in a newspaper of general circulation published and circulated in the City of Placentia, along with the names of the City Council voting for and against its passage.

PASSED, APPROVED AND ADOPTED THIS 4TH DAY OF APRIL 2023.

Ward L. Smith, Mayor

ATTEST:

Robert S. McKinnell
City Clerk

APPROVED AS TO FORM:

Christian Bettenhausen, City Attorney

STATE OF CALIFORNIA }
COUNTY OF ORANGE } SS.
CITY OF PLACENTIA }

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 21st day of March 2023, and adopted at a regular meeting of the City Council of the City of Placentia, held on the 4th day of April 2023 by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

Witness my hand and the official seal of the City of Placentia this 4th day of April, 2023.

Robert S. McKinnell,
City Clerk



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF COMMUNITY SERVICES

DATE: MARCH 21, 2023

SUBJECT: **APPROVAL OF THE DESIGN CONCEPT PLAN FOR PLAYGROUND RENOVATIONS AT KOCH PARK (PHASE II) AND APPROVAL OF A PUBLIC WORKS AGREEMENT WITH PLAYCORE D.B.A GAMETIME FOR THE PURCHASE AND INSTALLATION OF THE PLAYGROUND EQUIPMENT, CIP PROJECT NO. 7312**

FISCAL

IMPACT: BUDGETED: \$600,000.00 (797312-6760) PROJECT NO. 7312

EXPENSE: \$593,742.96 (797312-6760) PROJECT NO. 7312

SUMMARY:

The Placentia Parks Initiative (“PPI”) is a citywide initiative which is aimed at establishing a significant capital investment into the City’s parks and open space by improving and renovating aging park infrastructure and amenities over the course of the next two (2) fiscal years. At the May 18, 2021 meeting, the City Council approved the PPI as a tool to be utilized for prioritizing park and building improvement projects as funding becomes available. Included in the PPI was the renovation of the Koch Park (Phase II) playground area.

The project will include installation of all new playground equipment and will substantially increase the play area at the park. Phase II of the project will complement the recently installed Placentia Fire and Life Safety Department play structure by adding two (2) new structures to complete the “First Responders” theme. The new structures will be themed to represent the City’s Police Department and the Public Works Department.

The design concept plan has been reviewed by Staff and was presented to the Parks, Arts, and Recreation Commission (PARC) at the November 14, 2022 Commission meeting for their review. Funding for the project has been identified as \$600,000 for the playground equipment from Measure U in the current Capital Improvement (“CIP”) budget. The proposed action will approve the design plan of the Koch Park (Phase II) playground renovation project and will award a Public Works Agreement to PlayCore d.b.a GameTime (PlayCore), for the purchase and installation of the playground equipment in the amount of \$593,742.96, satisfying CIP project No. 7312.

3.b.
March 21, 2023

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Provide Staff with input to incorporate into the design plan for the renovation of the Koch Park (Phase II) playground project; and
2. Approve the design concept plan for the Koch Park (Phase II) playground renovation project; and
3. Approve the purchase of the Koch Park (Phase II) playground equipment utilizing the budgeted CIP funding in Fiscal Year 2022-2023 for project 7312; and
4. Award a Public Works Agreement to PlayCore d.b.a GameTime, for the Koch Park (Phase II) playground equipment renovation project in the amount of \$593,742.96; and
5. Authorize the City Administrator to approve contract change orders up to a total of \$6,254.04 or a not-to-exceed total contract amount of \$600,000; and
6. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

STRATEGIC PLAN STATEMENT:

This item is consistent with the City Council approved 5-Year Strategic Plan Goal to Implement Public Infrastructure to Meet Community Needs and complete the Placentia Parks Initiative, under Objective #5.2.

DISCUSSION:

At the May 18, 2021 meeting, the City Council approved the Placentia Parks Initiative (PPI) as a tool to be utilized for prioritizing park and building improvement projects as funding becomes available. Included in the PPI was the renovation of the Koch Park (Phase II) playground project. The project will include complete installation of two (2) new play structures that will represent the Police and Public Works Departments. The two (2) new structures will encompass approximately 7,000 square feet and will complete the "First Responders" theme by complementing the recently installed Placentia Fire and Life Department play area. By adding these new structures, the play area at the park will increase by 1,500 square feet. The Police themed structure will include a Police Station, police car spring rider, and police SUV. The Public Works themed structure will include a slide, backhoe with monkey bars, dump truck, and excavator spring riders. Incorporated shade sails will be included in the new structures. The new rubberized surfacing will feature the same road design from the Placentia Fire and Life Safety Department structure and ADA accessible engineered wood fiber will also be incorporated in the play area.

The design concept plan provided by PlayCore d.b.a GameTime ("PlayCore"), aligns with the City Council approved Placentia Park Initiative ("PPI"), to enhance play experiences throughout the City's parks system, by creating unique "themed" playgrounds that are all different. The Parks, Arts, and Recreation (PARC) Commission reviewed the design concept plans for the renovation of the Koch Park (Phase II) playground project, at the November 14, 2022, meeting. The PARC Commission recommends approval of the proposed design concept plans provided by PlayCore. Per the Commission's recommendation, the provided concept plan provides for a creative design, that also incorporates early childhood play and meets the City's proposed project budget. Additionally, the custom colorful Police Department and Public Works Department theme adds to the "First Responders" element of the park that is consistent with the recently added Placentia Fire and Life Safety Department playground structure.

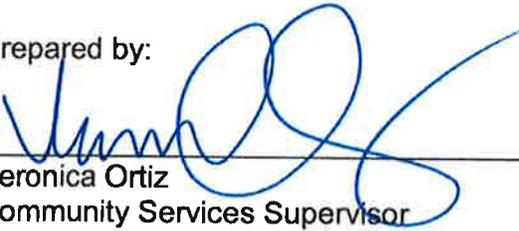
Upon approval of the concept design, Staff will work with PlayCore, to order and finalize the installation of the playground equipment for the park. Staff recommends the City Council approve the concept design plans and award a Public Works Agreement to PlayCore, for the purchase and installation of the playground equipment in the amount of \$593,742.96.

A total of one (1) OMNIA Partners (OMNIA) cost proposal for this project was received. OMNIA is a national public sector cooperative purchasing organization. Based on PlayCore's experience, references, and the automatic low bid received through OMNIA, Staff recommends that the City Council award a Public Works contract to PlayCore in the amount of \$593,742.96, and an additional \$6,254.04 in contingency funds for change orders related to unforeseen conditions encountered during construction. The project budget will be funded utilizing CIP funds currently identified in FY 2022-2023 CIP budget.

FISCAL IMPACT:

The City Council budgeted \$600,000.00 for the Koch Park (Phase II) playground renovation project from Measure U in the Capital Improvement Program (CIP) in the current Fiscal Year 2022-2023 budget. The total budget the playground project is \$600,000.00. Therefore, sufficient funds exist within the CIP budget to order, purchase, and install the playground equipment at \$593,742.96 consistent with the PPI.

Prepared by:



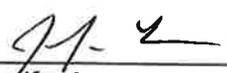
Veronica Ortiz
Community Services Supervisor

Reviewed and approved by:



Karen Crocker
Director of Community Services

Reviewed and approved by:



Jennifer Lampman
Director of Finance

Reviewed and approved by:



Damien R. Arrula
City Administrator

Attachments:

1. Koch Park (Phase II) Playground Concept Design Plans
2. PlayCore d.b.a GameTime Playground Purchase and Installation Contract



City of Placentia

Koch Park (Phase II) Concept Plan

March 21, 2023

Background

- In May 2021, the City Council approved the Placentia Parks Initiative (PPI); a citywide plan which is aimed at establishing a significant investment into the City's parks and open spaces
- As part of the PPI, the City created a priority list of park projects and allocated funding for the completion of the projects over the course of the next two (2) Fiscal Years
- Included in the PPI is a goal to create "destination parks" by improving aging park infrastructure and providing unique "themed" playgrounds that are all different
- Koch Park (Phase II) is included in the PPI for renovation of the existing playground
- A total of one (1) OMNIA Partners cost proposal for this project was received in the amount of \$593,742.96
- The total project budget is \$600,000
- The proposed design from Pacific Play Systems Inc. will align with the City's vision established in the PPI



Current Park Photos



Current Park Photos



Current Park Photos



Concept Plans



Concept Plans



Concept Plans



Concept Plans



Questions & Comments



**CITY OF PLACENTIA
PUBLIC WORKS AGREEMENT FOR
KOCH PHASE TWO PLAYGROUND RENOVATIONS**

THIS AGREEMENT (herein "Agreement"), is made and entered into this 21 day of March, 2023 by and between the CITY OF PLACENTIA, a municipal corporation and charter city, (herein "City") and PlayCore Wisconsin Inc. d/b/a GameTime (herein "Contractor"). The parties hereto agree as follows:

WITNESSETH:

A. WHEREAS, City requires the renovation of Koch Park Playground phase two as set forth more fully in this Agreement.

B. WHEREAS, Contractor represents to City that Contractor is qualified to perform said work and has submitted a proposal to City for the same.

C. WHEREAS, City desires to have Contractor perform said services on the terms and conditions set forth herein.

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

E. WHEREAS, this Agreement is authorized under City Administrator's authority to execute contracts under \$25,000. Placentia Municipal Code Section 3.08.085.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, City and Contractor hereby agree as follows:

1.0 DEFINITIONS

1.1 Definitions. As used in this Agreement, the following definitions shall be applicable:

- (a) Contractor. Contractor shall mean PlayCore Wisconsin Inc. d/b/a GameTime a (Wisconsin corporation, partnership, individual) located at 150 PlayCore Drive SE Fort Payne AL 35967.
- (b) City. City shall mean the City of Placentia, a Municipal Corporation and Charter City, located at 401 E. Chapman, Placentia, California 92870.
- (c) City Council. City Council shall mean the City Council of the City of Placentia.
- (d) Contract Officer shall mean the person designated by the City Administrator or City Engineer of City and shall have the duties set forth

in Section 5.2.

- (e) **Services.** Services shall mean the services to be performed by the Contractor pursuant to this Agreement.
- (f) **Satisfactory.** Satisfactory shall mean satisfactory to the City Administrator or his/her designee.

2.0 SERVICES OF CONTRACTOR

2.1 Scope of Services. In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and services and Contractor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended.

2.2 Documents Included in Contract. This contract consists of this Agreement and any Exhibits, which are incorporated herein by this reference. In the event of an inconsistency, the terms of this Agreement shall govern.

2.3 Compliance with Law. All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered, including but not limited to, the claims procedure set forth in Public Contract Code Section 9204, a summary of which is attached to this agreement as Exhibit "E."

2.4 Licenses, Permits, Fees and Assessments. Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement, including registration with the Department of Industrial Relations of the State of California as required by Labor Code Section 1725.5 before commencing performance under this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder. Contractor shall be responsible for all subcontractors' compliance with this Section 2.4.

2.5 Familiarity with Work. By executing this Contract, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

2.6 Standard of Performance. Contractor, its subcontractors and their employees, in the performance of Contractor's work under this Agreement shall be responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures used in the Contractor's field.

Any costs for failure to meet the foregoing standard or to correct otherwise defective work that requires re-performance of the work, shall be borne in total by the Contractor and not by the City. The failure of a project to achieve the performance goals and objectives stated in this Agreement is not a basis for requesting re-performance unless the work conducted by Contractor and/or its subcontractors is deemed by the City to have failed the foregoing standard of performance.

In the event Contractor fails to perform in accordance with the above standard:

1. Contractor will re-perform, at its own expense, any task which was not performed to the reasonable satisfaction of City. Any work re-performed pursuant to this paragraph shall be completed within the time limitations originally set forth for the specific task involved. Contractor shall work any overtime required to meet the deadline for the task at no additional cost to the City;
2. The City shall provide a new schedule for the re-performance of any task pursuant to this paragraph in the event that re-performance of a task within the original time limitations is not feasible; and
3. The City shall have the option to direct Contractor not to re-perform any task which was not performed to the reasonable satisfaction of the City Project Manager pursuant to application of (1) and (2) above. In the event the City directs Contractor not to re-perform a task, the City shall negotiate a reasonable settlement for satisfactory work performed. No previous payment shall be considered a waiver of the City's right to reimbursement.

Nothing contained in this section is intended to limit any of the rights or remedies which the City may have under law.

2.7 Care of Work. The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

2.8 Further Responsibilities of Parties. Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other. Contractor shall require all subcontractors to comply with the provisions of this agreement.

2.9 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to

the Contractor, incorporating therein any adjustment in (i) the Contract Sum as set forth in Section 3.1, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of ten percent (10%) or less of the Contract Sum, may be approved by the City Administrator. 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. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.

2.10 Prevailing Wage Laws. Contractor represents and warrants that it is registered with the Department of Industrial Relations pursuant to SB 854 and Labor Code 1725.5. Contractor shall ensure that its subcontractors comply with said requirements. In accordance with Labor Code Section 1770 et seq., the Director of the Department of Industrial Relations of the State of California has ascertained a general prevailing rate of wages, which is the minimum amount, which shall be paid to all workers employed to perform the work pursuant to this Agreement. A copy of the general prevailing wage rate determination is on file in the Office of the City Clerk and is hereby incorporated by reference into this Agreement. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. Contractor must forfeit to the City Twenty Five Dollars (\$25.00) a day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. Contractor is required to post a copy of such wage rates at all times at the contract site. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced. Contractor also shall comply with State law requirements to maintain payroll records and shall provide for certified records and inspection of records as required by California Labor Code Section 1770 et. seq., including Section 1776. Contractor shall comply with all statutory requirements relating to the employment of apprentices.

3.0 COMPENSATION

3.1 Contract Sum. For the services rendered pursuant to this Agreement, the Contractor shall be compensated as specified herein, Five Hundred Ninety Three Thousand Seven Hundred Forty Two Dollars Ninety Six Cents (\$593,742.96), but not exceeding the maximum contract amount of Six Hundred Thousand Dollars. (\$600,000.00) herein "Contract Sum", except as provided in Section 2.9. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

3.2 Progress Payments. Prior to the first day of the month, during the progress of the work, commencing on the day and month specified in the Agreement, Contractor shall submit to the Contract Officer a complete itemized statement of all labor and materials incorporated into the work during the preceding month and the portion of the contract sum applicable thereto. Upon approval in writing by the Contract Officer, payment shall be made in thirty (30) days. City shall pay Contractor a sum based upon ninety percent (90%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining ten percent (10%) thereof shall be retained as performance security. Refer to Section 8.4 of this Agreement for retention of funds.

4.0 PERFORMANCE SCHEDULE

4.1 Time of Essence. Time is of the essence in the performance of this Agreement.

4.2 Schedule of Performance. Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "B", and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Scope of Services may be approved in writing by the Contract Officer.

4.3 Force Majeure. The time period(s) specified in the Scope of Services for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes for the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

4.4 Term. Unless earlier terminated in accordance with Section 8.9 of this Agreement, this Agreement shall continue in full force and effect until final approval and acceptance of the project by the Contract Officer. Notwithstanding the foregoing, this Agreement shall terminate no later than January 31, 2024, unless the parties mutually agree in writing to extend the term.

5.0 COORDINATION OF WORK

5.1 Representative of Contractor. The following principals of Contractor are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Clint Whiteside

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City.

5.2 Contract Officer. The Contract Officer shall be such person as may be designated by the City Administrator or City Engineer of City. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions that must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the

approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

5.3 Prohibition Against Assignment. The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

5.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its subcontractors, agents or employees, performs the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, subcontractors, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its subcontractors, agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint enterprise with Contractor.

5.5 Identity of Persons Performing Work. Contractor represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services set forth herein. Contractor represents that the tasks and services required herein will be performed by Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services.

5.6 Utility Relocation. City is responsible for removal, relocation, or protection of existing main or trunk line utilities to the extent such utilities were not identified in the invitation for bids or specifications. City shall reimburse contractor for any costs incurred in locating, repairing damage not caused by contractor and removing or relocating such unidentified utility facilities, including equipment idled during such work. Contractor shall not be assessed liquidated damages for delay arising from the removal or relocation of such unidentified utility facilities.

5.7 Trenches or Excavations. Pursuant to California Public Contract Code Section 7104, in the event the work included in this Agreement requires excavations more than four (4) feet in depth, the following shall apply.

- (a) Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site

different from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

- (b) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order per Section 2.9 of this Agreement.
- (c) That, in the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

6.0 INSURANCE AND INDEMNIFICATION

6.1 Insurance. The Contractor and all subcontractors, if any, shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, as set forth in Exhibit "C" attached hereto and incorporated herein by this reference.

Conditions:

In accordance with Public Contract Code Section 20170, the insurance of surety companies who provide or issue the policy shall have been admitted to do business in the State of California with a credit rating of A- or better.

This insurance shall not be canceled, limited in scope or coverage or non-renewed until after thirty (30) days prior written notice has been given to the Community Development Director, City of Placentia, 401 E. Chapman Ave., Placentia, California 92870.

Any insurance maintained by the City of Placentia shall apply in excess of and not combined with insurance provided by this policy.

The City of Placentia, its officers, employees, representatives, attorneys, and volunteers shall be named as additional named insureds with respect to: liability arising out of activities performed by or on behalf of the Contractor and all Subcontractors pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Contractor and all Subcontractors; automobiles owned, leased, hired, or borrowed by the Contractor and all Subcontractors.

Prior to commencement of any work under this contract, Contractor shall deliver to the City insurance endorsements confirming the existence of the insurance required by this contract, and including the applicable clauses referenced above.

Such endorsements shall be signed by an authorized representative of the insurance company and shall include the signatory's company affiliation and title. Should it be deemed necessary by the City, it shall be Contractor's responsibility to see that the City receives documentation, acceptable to the City, which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company.

If the Contractor fails to maintain the aforementioned insurance, or secure and maintain the aforementioned endorsement, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement. However, procuring of said insurance by the City is an alternative to other remedies the City may have, and is not the exclusive remedy for failure of Contractor to maintain said insurance or secure said endorsement. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which became due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this agreement.

Each contract between the Contractor and any subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section 6.1.

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

6.3 Indemnification. Contractor shall defend, indemnify, hold free and harmless the City of Placentia, its elected and appointed officials, officers, agents and employees, at Contractor's sole expense, from and against any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising or alleged to arise out of or in connection with the performance of the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising or alleged to arise from the negligent acts or omissions of Contractor hereunder, or arising or alleged to arise from Contractor's performance of or failure to perform any term, provision, covenant or condition of this Agreement.

- (a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith.
- (b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents',

employees', subcontractors' or invitees') negligent performance of or failure to perform such work, operations or activities hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom.

- (c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel selected by City.
- (d) Contractor's duty to defend and indemnify as set out in this Section 6.2 shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

Notwithstanding the foregoing, Contractor shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City.

The Contractor's indemnification obligations pursuant to this Section 6.3 shall survive the termination of this Agreement. Contractor shall require the same indemnification from all subcontractors.

6.4 Sufficiency of Insurer or Surety. Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances. In the event the Senior Management Analyst of City ("Senior Management Analyst") determines that the work or services to be performed under this Agreement creates an increased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies required by this Section 6 may be changed accordingly upon receipt of written notice from the Senior Management Analyst; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Senior Management Analyst to the City Council of City within ten (10) days of receipt of notice from the Senior Management Analyst.

6.5 Substitution of Securities. Pursuant to California Public Contract Code Section 22300, substitution of eligible equivalent securities for any monies withheld to ensure performance under the contract for the work to be performed will be permitted at the request and expense of the successful bidder.

7.0 RECORDS AND REPORTS

7.1 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

7.2 Records. Contractor shall keep, and require subcontractors to keep, such books and records (including but not limited to payroll records as required herein) as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

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

8.0 GENERAL PROVISIONS

8.1 Governing Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

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

The Principal set forth in Section 5.1 above shall be the representative for Contractor for purposes of this Agreement, and shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

8.3 Disputes. In the event either party fails to perform its obligations hereunder, the nondefaulting party shall provide the defaulting party written notice of such default. The defaulting party shall have ten (10) days to cure the default; provided that, if the default is not reasonably susceptible to being cured within said ten (10) day period, the defaulting party shall have a reasonable time to cure the default, not to exceed a maximum of thirty (30) days, so long as the defaulting party commences to cure such default within ten (10) days of service of such notice and diligently prosecutes the cure to completion; provided further that if the default is an immediate danger to the health, safety and general welfare, the defaulting party shall take such immediate action as may be necessary. Notwithstanding the foregoing, the nondefaulting party may, in its sole and absolute discretion, grant a longer cure period. Should the defaulting party fail to cure the default within the time period provided in this Section, the nondefaulting party shall have the right, in addition to any other rights the nondefaulting party may have at law or in equity, to terminate this Agreement. Compliance with the provisions of this Section 8.3 shall be a condition precedent to bringing any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured.

8.4 Retention of Funds. Progress payments shall be made in accordance with the provisions of Section 3.2 of this Agreement. In accordance with said section, City shall pay Contractor a sum based upon ninety percent (90%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining ten percent (10%) thereof shall be retained as performance security to be paid to the Contractor within sixty (60) days after final acceptance of the work by the City Administrator or his/her designee, after Contractor shall have furnished City with a release of all undisputed contract amounts if required by City. In the event there are any claims specifically excluded by Contractor from the operation of the release, the City may retain proceeds (per Public Contract Code 7107) of up to 150% of the amount in dispute. City's failure to deduct or withhold shall not affect Contractor's obligations hereunder.

8.5 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval

shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.6 Rights and Remedies. Rights and Remedies are cumulative except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

8.7 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.8 Liquidated Damages. Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City Five Hundred Dollars (\$500) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Scope of Services (Exhibit A) or Schedule of Performance (Exhibit A). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

8.9 Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, Contractor shall vacate any City owned property which Contractor is permitted to occupy hereunder and City may, after compliance with the provisions of Section 8.3, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of setoff or partial payment of the amounts owed the City as previously stated.

8.10 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and shall be deemed to be given when served personally or deposited in the US Mail, prepaid, first-class mail, return receipt requested, addressed as follows:

To City: City of Placentia
 401 E. Chapman Ave
 Placentia, California 92870
 Attn: Matthew Brand

To Contractor:
 PlayCore Wisconsin Inc.
 Clint Whiteside
 150 PlayCore Drive SE
 Fort Payne AL 35967

8.11 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.12 Conflict of Interest. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

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

8.13 Covenant Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. To the extent required by law, contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

8.14 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.15 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.16 Hiring of Illegal Aliens Prohibited. Contractor shall not hire or employ any person to perform work within the City of Placentia or allow any person to perform work required under this Agreement unless such person is properly documented and legally entitled to be employed within the United States.

8.17 Unfair Business Practices Claims. In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of

Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body renders final payment to the contractor without further acknowledgment by the parties. (Sec. 7103.5, California Public Contract Code).

8.18 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

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

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

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

8.21 Legal Responsibilities. The Contractor shall keep itself informed of City, State, and Federal laws, ordinances and regulations, which may in any manner affect the performance of its services pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws, ordinances and regulations. Neither the City, nor its officers, agents, or employees shall be liable at law or in equity as a result of the Contractor's failure to comply with this section.

8.22 Termination for Convenience. The City may terminate this Agreement without cause for convenience of the City upon giving contractor 30 days prior written notice of termination of the Agreement. Upon receipt of the notice of termination the Contractor shall cease all further work pursuant to the Agreement. Upon such termination by the City the Contractor shall not be entitled to any other remedies, claims, actions, profits, or damages except as provided in this paragraph. Upon the receipt of such notice of termination Contractor shall be entitled to the following compensation:

1. The contract value of the work completed to and including the date of receipt of the notice of termination, less the amount of progress payments received by contractor.

2. Actual move-off costs including labor, rental fees, equipment transportation costs, the costs of maintaining on-site construction office for supervising the mover-off.

3. The cost of materials custom made for this Agreement which cannot be used by the Contractor in the normal course of his business, and which have not been paid for by City in progress payments.

4. All costs shall not include any markups as might otherwise be allowed by any plans or specifications which were a part of the Agreement.

The provisions of this paragraph shall supersede any other provision of the Agreement or any provision of any plans, specification, addendums or other documents which are or may become a part of this Agreement. City and Contractor agree that the provisions of this paragraph are a substantive part of the consideration for this Agreement.

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

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

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

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

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

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

Project No. 7312

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

8.30 Funding Source Conditions – Contractor's Obligation. Contractor acknowledges that the City may be paying for the Project by using funds it receives or will receive from various funding sources in the form of grants and/or subsidies, and the like under certain terms and conditions. Contractor acknowledges and agrees that any failure of the Contractor and/or its subcontractors to perform its obligations under the Contract, including, but not limited to, timely submitting accurate reports and records, that in any way results in the City not meeting the terms and conditions placed on the funds by the funding source, or forfeiting its entitlement to or, otherwise, not receiving, the funds, then the Contractor shall be liable to pay the City for the funds not granted to the City on the Project.

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

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

ATTEST:

CITY OF PLACENTIA,
A municipal corporation and Charter City

Ward Smith, Mayor

Date: _____

CONTRACTOR

Clint Whiteside

Date: 3/16/2023

Signature

Clint Whiteside, Director of Sales Administration

Name and Title

39-1720480

Social Security or Taxpayer ID Number

Project No. 7312

ATTEST:

Robert McKinnell, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Rosanna Ramirez, Deputy City Administrator

Date: _____

APPROVED AS TO CONTENT:

Project Manager

Date: _____

DEPARTMENTAL APPROVAL

Karen Crocker, Director of Community Services

Date: _____

Project No. 7312

EXHIBIT A
SCOPE OF SERVICES

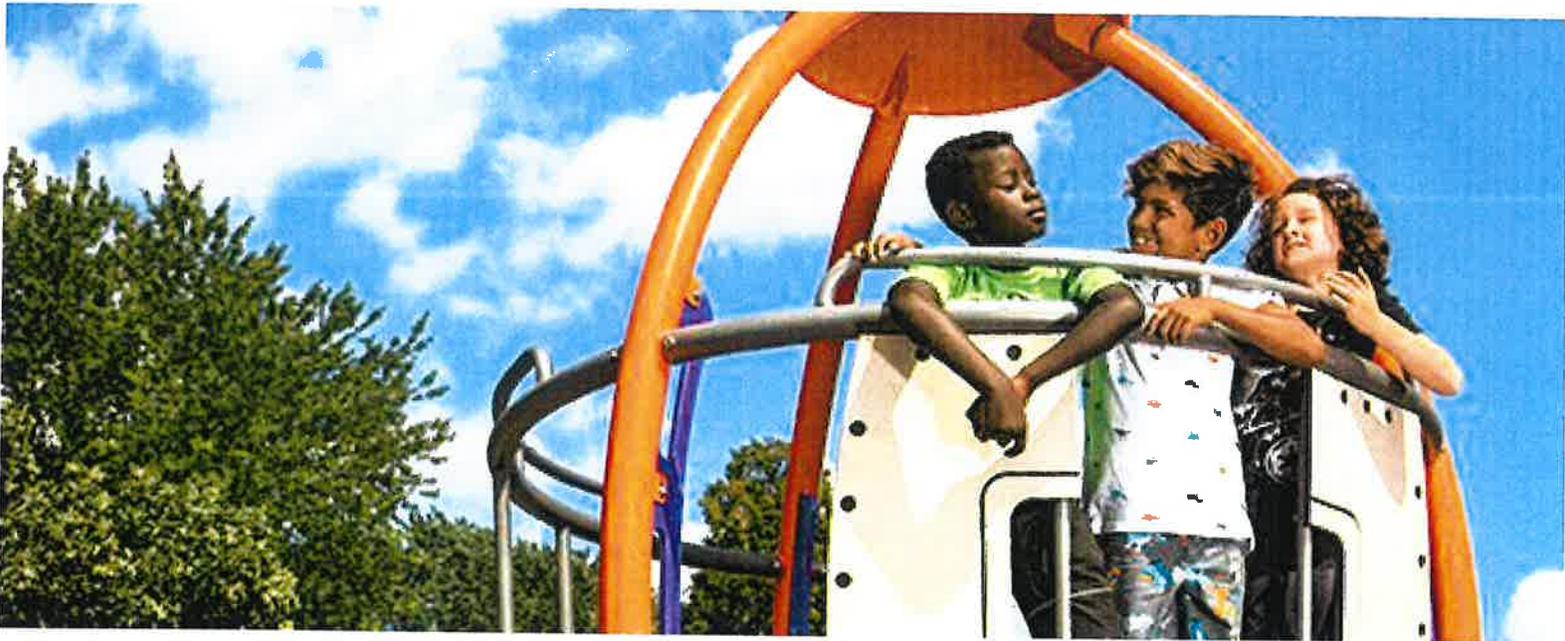
Proposal for
City of Placentia

Prepared by



03-14-2023
Job # 106417-01

Koch Park Playground Phase 2 Option 2A



805-910-5971 | www.gwpark.com

Koch Park Playground Phase 2- Project 106417-01-Opt 2
Placentia, CA



**Koch Park Playground Phase 2- Project 106417-01-Opt 2
Placentia, CA**



A STRONG FOUNDATION IN PLAY FOR OVER 50 YEARS

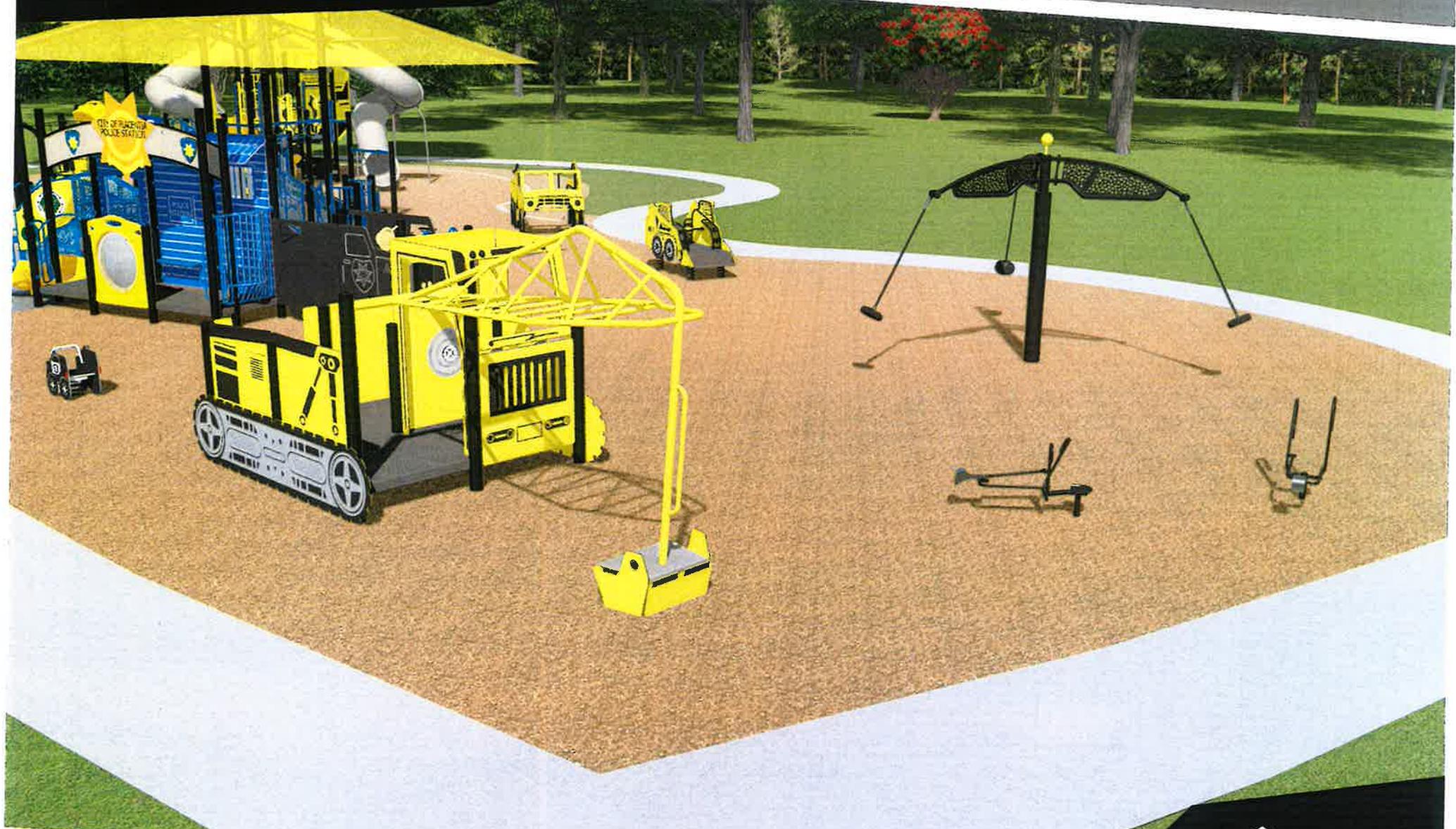
P: (435) 245-5055 / F: 435 245-5057 Brandon@gwpark.com



**Koch Park Playground Phase 2- Project 106417-01-Opt 2
Placentia, CA**



**Koch Park Playground Phase 2- Project 106417-01-Opt 2
Placentia, CA**



A STRONG FOUNDATION IN PLAY FOR OVER 50 YEARS

P: (435) 245-5055 / F: 435 245-5057 Brandon@gwpark.com



**Koch Park Playground Phase 2- Project 106417-01-Opt 2
Placentia, CA**



A STRONG FOUNDATION IN PLAY FOR OVER 50 YEARS

P: (435) 245-5055 / F: 435 245-5057 Brandon@gwpark.com



**Koch Park Playground Phase 2- Project 106417-01-Opt 2
Placentia, CA**

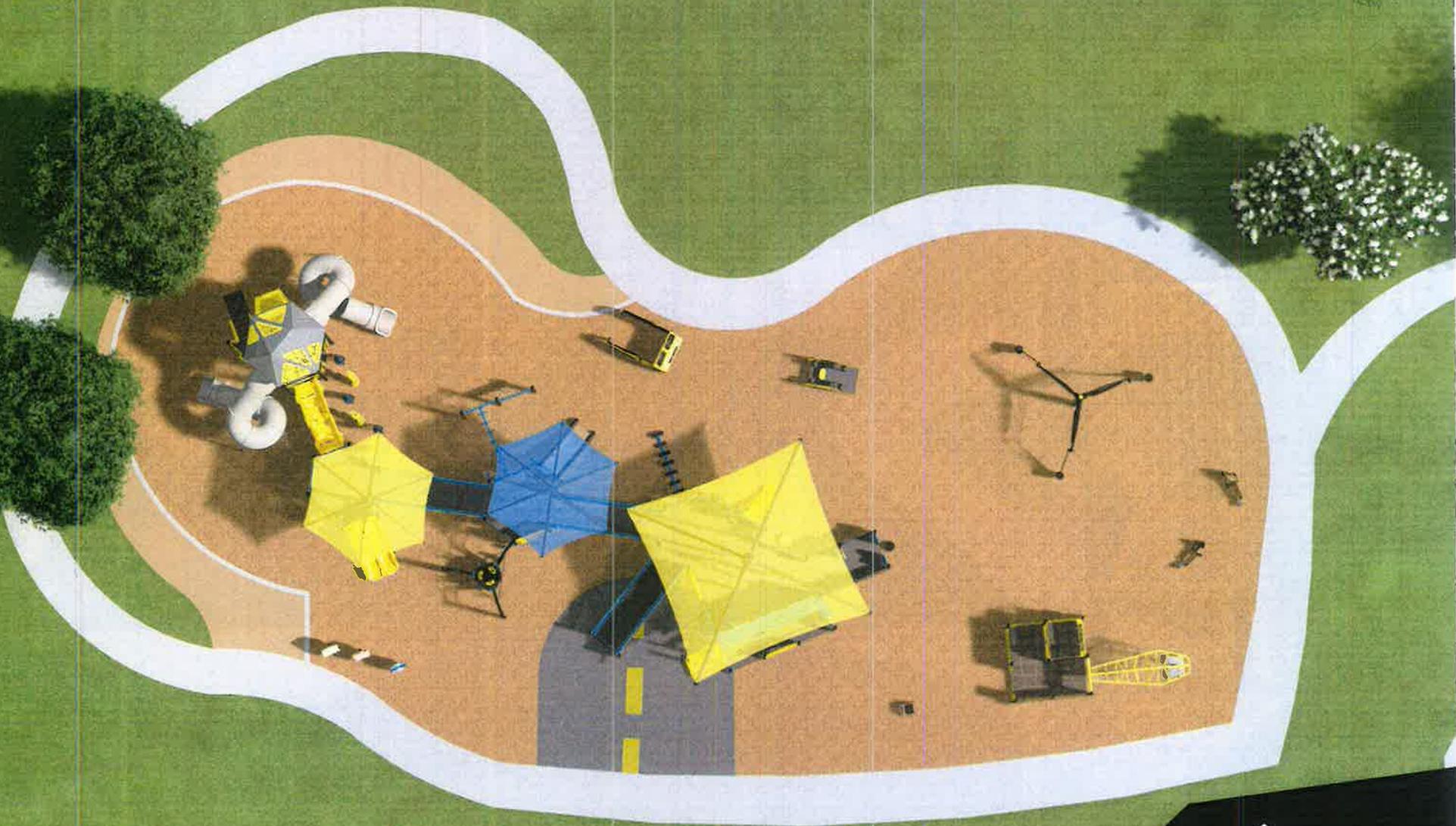


A STRONG FOUNDATION IN PLAY FOR OVER 50 YEARS

P: (435) 245-5055 / F: 435 245-5057 Brandon@gwpark.com



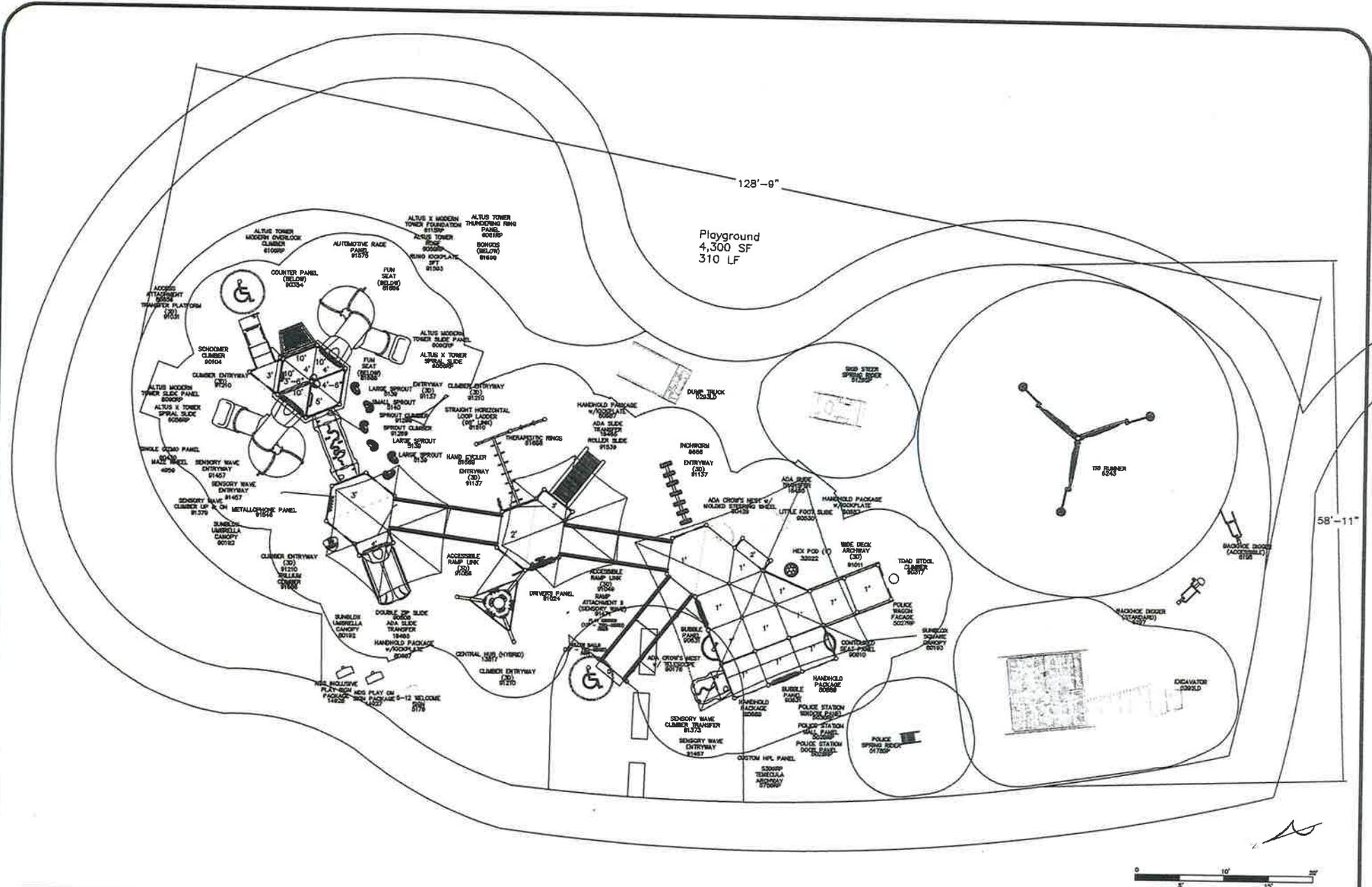
**Koch Park Playground Phase 2- Project 106417-01-Opt 2
Placentia, CA**



A STRONG FOUNDATION IN PLAY FOR OVER 50 YEARS

P: (435) 245-5055 / F: 435 245-5057 Brandon@gwpark.com





City of Placentia
 Koch Park Playground Phase 2
 Placentia, CA
 Representative
 Great Western

SALES REP
 BRANDON SEITZ
 805-910-5971
 BRANDON@GWPARK.COM

Total Elevated Play Components	27	Required	7
Total Elevated Play Components Accessible By Ramp	19	Required	7
Total Elevated Components Accessible By Transfer	8	Required	7
Total Accessible Ground Level Components Shown	13	Required	9
Total Different Types Of Ground Level Components	7	Required	5

This play equipment is recommended for children ages
 5 - 12

Minimum Area Required:
 -
 Scale: -
 This drawing can be scaled only when in an 18" x 24" format

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Drawn By:
 MW
 Date:
 9/14/22
 Drawing Name
 106417-01-Opt 2

CUSTOM COLOR SELECTIONS

Approved by: _____

Project: 106417-01-Opt 2
 Surfacing: EWF with Minimal PIP

CUSTOM COLORS:

ITEM COLOR
 Sensory Wave Link Champagne
 Sprouts Blue/Yellow
 Tri-Runner Starlight/Yellow
 Police White/Black HDPE
 Construction Yellow/Black HDPE

ITEM COLOR
 Tower Accent Starlight
 Roto Yellow
 HDPE Champagne
 Roof Black
 Metallic/Yellow

NA <input type="radio"/>	BASIC	NA <input type="radio"/>	ACCENT/ARCH	NA <input type="radio"/>	METAL ROOF	NA <input type="radio"/>	ROTO	NA <input checked="" type="radio"/>	TUBE	NA <input checked="" type="radio"/>	PLASTIC ROOF	NA <input type="radio"/>	HDPE	2 COLOR HDPE	NA <input type="radio"/>	SHADE	
<input type="radio"/>	White	<input type="radio"/>	White	<input type="radio"/>	White	<input type="radio"/>	White	<input type="radio"/>	White	<input checked="" type="radio"/>	White	<input type="radio"/>	Edaphus Gray	<input type="radio"/>	White/Black	<input type="radio"/>	Khaki
<input type="radio"/>	Metallic	<input type="radio"/>	Metallic	<input type="radio"/>	Metallic	<input type="radio"/>	Beige	<input type="radio"/>	Beige	<input type="radio"/>	Beige	<input type="radio"/>	Black	<input type="radio"/>	Black/White	<input type="radio"/>	Graphite
<input type="radio"/>	Starlight	<input checked="" type="radio"/>	Starlight	<input type="radio"/>	Starlight	<input type="radio"/>	Green	<input type="radio"/>	Green	<input type="radio"/>	Green	<input type="radio"/>	Beige	<input type="radio"/>	White/Black	<input type="radio"/>	Clay
<input type="radio"/>	Black	<input type="radio"/>	Black	<input type="radio"/>	Black	<input type="radio"/>	Light Green	<input checked="" type="radio"/>	Light Green	<input type="radio"/>	Light Green	<input type="radio"/>	Brown	<input type="radio"/>	Black/White	<input type="radio"/>	Orange
<input type="radio"/>	Bronze	<input checked="" type="radio"/>	Bronze	<input type="radio"/>	Bronze	<input type="radio"/>	Spring Green	<input type="radio"/>	Spring Green	<input type="radio"/>	Spring Green	<input type="radio"/>	Brown	<input type="radio"/>	Black/White	<input type="radio"/>	Green
<input type="radio"/>	Beige	<input type="radio"/>	Beige	<input type="radio"/>	Beige	<input type="radio"/>	Dark Blue	<input checked="" type="radio"/>	Dark Blue	<input type="radio"/>	Dark Blue	<input type="radio"/>	Green	<input type="radio"/>	White/Black	<input type="radio"/>	Evergreen
<input type="radio"/>	Brown	<input type="radio"/>	Brown	<input type="radio"/>	Brown	<input type="radio"/>	Blue	<input type="radio"/>	Blue	<input type="radio"/>	Blue	<input type="radio"/>	Spring Green	<input type="radio"/>	White/Black	<input type="radio"/>	Azule
<input type="radio"/>	Dark Green	<input type="radio"/>	Dark Green	<input type="radio"/>	Dark Green	<input type="radio"/>	Sky Blue	<input type="radio"/>	Sky Blue	<input type="radio"/>	Sky Blue	<input type="radio"/>	Blue	<input type="radio"/>	White/Black	<input type="radio"/>	Acquamarine
<input type="radio"/>	Green	<input checked="" type="radio"/>	Green	<input type="radio"/>	Green	<input type="radio"/>	Periwinkle	<input type="radio"/>	Periwinkle	<input type="radio"/>	Periwinkle	<input type="radio"/>	Blue	<input type="radio"/>	White/Black	<input type="radio"/>	Seafoam
<input type="radio"/>	Light Green	<input type="radio"/>	Light Green	<input type="radio"/>	Light Green	<input type="radio"/>	Royal Purple	<input checked="" type="radio"/>	Royal Purple	<input type="radio"/>	Royal Purple	<input type="radio"/>	Sky Blue	<input type="radio"/>	White/Black	<input type="radio"/>	Deep Sea
<input type="radio"/>	Spring Green	<input type="radio"/>	Spring Green	<input type="radio"/>	Spring Green	<input type="radio"/>	Burgundy	<input type="radio"/>	Burgundy	<input type="radio"/>	Burgundy	<input type="radio"/>	Purple	<input type="radio"/>	White/Black	<input type="radio"/>	Black
<input type="radio"/>	Blue	<input type="radio"/>	Blue	<input type="radio"/>	Blue	<input type="radio"/>	Red	<input type="radio"/>	Red	<input type="radio"/>	Red	<input type="radio"/>	Burgundy	<input type="radio"/>	White/Black	<input type="radio"/>	Red
<input type="radio"/>	Sky Blue	<input checked="" type="radio"/>	Sky Blue	<input type="radio"/>	Sky Blue	<input type="radio"/>	Orange	<input checked="" type="radio"/>	Orange	<input type="radio"/>	Orange	<input type="radio"/>	Red	<input type="radio"/>	White/Black	<input type="radio"/>	Orange
<input type="radio"/>	Periwinkle	<input type="radio"/>	Periwinkle	<input type="radio"/>	Periwinkle	<input type="radio"/>	Yellow	<input type="radio"/>	Yellow	<input type="radio"/>	Yellow	<input type="radio"/>	Orange	<input type="radio"/>	White/Black	<input type="radio"/>	Yellow
<input type="radio"/>	Royal Purple	<input checked="" type="radio"/>	Royal Purple	<input type="radio"/>	Royal Purple	<input type="radio"/>						<input type="radio"/>	Yellow	<input type="radio"/>	White/Black	<input type="radio"/>	
<input type="radio"/>	Burgundy	<input type="radio"/>	Burgundy	<input type="radio"/>	Burgundy	<input type="radio"/>						<input type="radio"/>	Yellow	<input type="radio"/>	White/Black	<input type="radio"/>	
<input type="radio"/>	Red	<input type="radio"/>	Red	<input type="radio"/>	Red	<input checked="" type="radio"/>						<input type="radio"/>	Yellow	<input type="radio"/>	White/Black	<input type="radio"/>	
<input type="radio"/>	Orange	<input checked="" type="radio"/>	Orange	<input type="radio"/>	Orange							<input type="radio"/>	Yellow	<input type="radio"/>	White/Black	<input type="radio"/>	
<input type="radio"/>	Yellow	<input type="radio"/>	Yellow	<input type="radio"/>	Yellow							<input type="radio"/>	Yellow	<input type="radio"/>	White/Black	<input type="radio"/>	

DECKS

RECYCLED LUMBER

ROCK

NA <input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	NA <input type="radio"/>	NA <input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>				
	Gray	Blue	Brown		Gray	Tudor	Steel			Light Green	Deep Granite

HANDGRIP

NA

PRIMARY NATURAL

Red Green Blue Beige

NA

Visualize Standard

Visualize Custom

Red Sky Blue Yellow Green Brown Neutral Black Red/Black Red/Sky Blue Sky Blue/White Green/Brown



GameTime C/O Great Western Recreation
 P.O. Box 680121
 Fort Payne, AL 35967
 Office: 435-245-5055 Fax: 435-245-5057
 www.gwpark.com

03/14/2023
 Quote #
 106417-01-03

Koch Park Playground Phase 2 Option 2A CPRS Grant CWO

City of Placentia
 Attn: Karen Crocker
 2210 N Valencia Ave
 Placentia, CA 92870
 Phone: 714-993-8227
 kcrocker@placentia.org

Ship to Zip 92867

Quantity	Part #	Description	Unit Price	Amount
1	RDU	GameTime - Custom 5-12 Playground- <ul style="list-style-type: none"> • Reference Drawing 106417-01-Opt 2 	\$292,394.00	\$292,394.00
3	5139	GameTime - Large Sprout Climber	\$1,927.00	\$5,781.00
1	5140	GameTime - Small Sprout Climber	\$1,861.00	\$1,861.00
1	14927	GameTime - NDS Play On Sign Package		
1	5179	GameTime - Welcome Sign (5-12)	\$713.00	\$713.00
1	6197	GameTime - Backhoe Digger	\$1,423.00	\$1,423.00
1	6198	GameTime - Backhoe Digger, Accessible	\$1,446.00	\$1,446.00
1	6243	GameTime - Tri Runner	\$18,407.00	\$18,407.00
1	14928	GameTime - NDS Inclusive Play Sign Package		
1	81688	GameTime - Therapeutic Rings Attch	\$666.00	\$666.00
1	5178SP	GameTime - Police Car Spring Rider	\$1,880.00	\$1,880.00
1	5027RP	GameTime - Police Wagon Façade	\$13,312.00	\$13,312.00
1	5028RP	GameTime - Police Station Door	\$5,876.00	\$5,876.00
1	5029RP	GameTime - Police Station Wall Panel	\$4,980.00	\$4,980.00
1	5030RP	GameTime - Police Station Window Panel	\$4,944.00	\$4,944.00
1	5126SP	GameTime - Skid Steer Rocker	\$11,096.00	\$11,096.00
1	0246LD	GameTime - Police Badge Archway- Large Police Star Badge to read: "City of Placentia Police Station" Small Blue Badge 1 to read: "Detective" with yellow star below Small Blue Badge 2 to read: "Sergeant" with yellow star below	\$19,524.00	\$19,524.00
1	0292LD	GameTime - Excavator	\$48,600.00	\$48,600.00
1	0293LD	GameTime - Dump Truck	\$14,692.00	\$14,692.00
1	PIP	GT-Impax - 474 Total Sq Ft (391 sf PLUS 55 lf x 1.5)- 8' CFH Includes (2) color mixes with Aliphatic Binder Color 1 = 50/50 Premium Grey and Black = 448 sf Color 1 = 100% Premium Yellow = 26 sf Design includes main base color, and 3 dash lines in yellow No TTA pads Based on good job access Prevailing Wages	\$14,898.00	\$14,898.00



Brandon Seitz
 bseitz@gwpark.com



GameTime C/O Great Western Recreation
 P.O. Box 680121
 Fort Payne, AL 35967
 Office: 435-245-5055 Fax: 435-245-5057
 www.gwpark.com

03/14/2023
 Quote #
 106417-01-03

Koch Park Playground Phase 2 Option 2A CPRS Grant CWO

Quantity	Part #	Description	Unit Price	Amount
1	SECURITY	GT-Impax - Site Security- Prevailing Wages	\$1,200.00	\$1,200.00
195	INSTALL	Turboscape - 49 CY of Playground Chips- Blown In- Prevailing Wages	\$64.00	\$12,480.00
1	INSTALL	Install - Site Work- <ul style="list-style-type: none"> • Main Playground Police Theme: • Provide and install temp fencing during construction (wind screen and sand bags not included) • Expand pit by 1,560 sqft by removing concrete walkway, dirt and grass to 12" depth. • Demo and remove 2740 sf of sand/dirt to 12" depth. • Provide and install 415sf of base at 8.5" depth with 55 lf of turndown • Demo and remove 117 lf of existing curb • Install new curb 117 lf • Provide and install 6,360 sf of geotextile fabric (wood chips by others) • New Picnic Area: • Demo and remove 900 sf of existing sand/dirt at 4" depth • Provide and install 900 sf of dg at 4" depth • Additional Concrete Work: • Demo and remove 430 lf of existing concrete walkway • Replace existing concrete with new 430 lf at 5' width include an additional 150 sf for wide section for a total of 2,300 sf • Remove and dispose spoils. • Prevailing wages. • Price based on award of total scope; work to be done concurrently at all areas* • Price includes one (1) move-on only 	\$105,628.63	\$105,628.63
1	INSTALL	Install - Playground Equipment- <ul style="list-style-type: none"> • Installation only of (1) Gametime Structure #106417-01-Opt2 (With Excavator and Small PIP Pad) • Footings excavation, and concrete. • Equipment assembly. • Removal of spoils. • Prevailing wages. • Price based on award of total scope; work to be done concurrently at all areas* • Price includes one (1) move-on only. 	\$105,889.00	\$105,889.00
Sub Total			\$687,690.63	
Grant			(\$146,197.00)	
Estimated Freight			\$25,877.00	
Tax			\$26,372.33	
Total			\$593,742.96	





GameTime C/O Great Western Recreation
P.O. Box 680121
Fort Payne, AL 35967
Office: 435-245-5055 Fax: 435-245-5057
www.gwpark.com

03/14/2023
Quote #
106417-01-03

Koch Park Playground Phase 2 Option 2A CPRS Grant CWO

Comments

Your Sales Rep is Brandon Seitz. Please reach out to Brandon at 805-910-5971 if you should have any questions regarding this quote.

Due to the volatility of freight costs, the freight pricing is subject to change at the time of order.

Pricing is subject to change. Request updated pricing when purchasing from quotes more than 30 days old.

***OPTIONAL-To include a Payment and Performance Bond, please add \$9,070 plus tax if applicable.

***Grant Cash with Order Pricing--order MUST be paid in full at time of order.

***Not all equipment is eligible for Grant Pricing.

Shipping to Installer:
1009 N Batavia St.
Orange, CA 92867

Site Address:
2210 Valencia Ave
Placentia, CA 92870

*Freight charges are based on listed zip code and are subject to change if shipping information changes.

*Deposit may be required.

Prevailing wage



Brandon Seitz
brandon@gwpark.com



GameTime C/O Great Western Recreation
P.O. Box 680121
Fort Payne, AL 35967
Office: 435-245-5055 Fax: 435-245-5057
www.gwpark.com

03/14/2023
Quote #
106417-01-03

Koch Park Playground Phase 2 Option 2A CPRS Grant CWO

Remit Payment to:

GameTime
P.O. Box 680121
Fort Payne, AL 35968

Taxes:

All applicable taxes will be added at time of invoicing unless otherwise included or a tax-exempt certificate is provided.
If sales tax exempt, you must provide a copy of certificate to be considered exempt.

Prices:

FOB Factory.

Orders:

All orders shall be in writing by purchase order, contract, or similar document made out to PlayCore Wisconsin Inc., dba GameTime.
Standard GameTime equipment orders over \$100,000 may require a deposit of 25% at the time of order and an additional 25% at or before order ships
Standard orders with equipment, installation and surfacing are requested to be split billed.
Equipment, Taxes & Freight as noted above
Installation and Surfacing billed as completed and Due Upon Receipt.

Terms:

Cash With Order Discount (CWO): Orders for GameTime equipment paid in full at time of order via check, Electronic Funds Transfer (ACH or wire) are eligible for a three percent (3%) cash with order discount.
Payment via credit card: If you elect to pay by credit card, GameTime charges a 2.50% processing fee that is assessed on the amount of your payment. This fee is shown as a separate line item and included in the total amount charged to your credit card. You have the option to pay by check, ACH or Wire without any additional fees.
Credit terms are Net 30 days, subject to approval by the GameTime Credit Manager. A completed credit application must be submitted and approved prior to the order being received. Please allow at minimum 2 days for the credit review process. GameTime may also require:
Completed Project Information Sheet (if applicable)
Copies of Payment and Performance Bonds (if applicable)
A 1.5% per month finance charge will be imposed on all past due invoices.
Retainage not accepted.
Orders under \$5,000 require payment with order.

DIR# 1000015526 CSLB#855664

INSTALLATION CONDITIONS:

- **ACCESS:** Site should be clear, level and allow for unrestricted access of trucks and machinery.
- **STORAGE:** Customer is responsible for providing a secure location to off-load and store the equipment during the installation process. Once equipment has delivered to the site, the owner is responsible should theft or vandalism occur unless other arrangements are made and noted on the quotation.
- **FOOTER EXCAVATION:** Installation pricing is based on footer excavation through earth/soil only. Customer shall be responsible for unknown conditions such as buried utilities (public & private), tree stumps, rock, or any concealed materials or conditions that may result in additional labor or materials cost.
- **UTILITIES:** Owner is responsible for locating any private utilities.
- **ADDITIONAL COSTS:** Pricing is based on a single mobilization for installation unless otherwise noted. Price includes ONLY what is stated in this quotation. If additional site work or specialized equipment is required, pricing is subject to change.



Brandon Seitz
brandon@gwpark.com



GameTime C/O Great Western Recreation
P.O. Box 680121
Fort Payne, AL 35967
Office: 435-245-5055 Fax: 435-245-5057
www.gwpark.com

03/14/2023
Quote #
106417-01-03

Koch Park Playground Phase 2 Option 2A CPRS Grant CWO

ACCEPTANCE OF QUOTATION:

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Purchase Amount: **\$593,742.96**

Date: _____

Signature

Please fill out this [ORDER FORM](#), this is required to process the order.



Brandon Seitz
brandon@gwpark.com

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

**CONTRACT TO PROVIDE
PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES,
SURFACING, AND RELATED PRODUCTS AND SERVICES**

This Contract (the "Contract") is entered into as of this 1st day of July 2017 (the "Effective Date"), by and between Playcore Wisconsin, Inc. d/b/a GameTime, a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

RECITALS

WHEREAS, the City issued a Request For Proposals (RFP #269-2017-028) for Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services dated January 25, 2017. This Request for Proposals together with all attachments and addenda, is referred to herein as the "RFP"; and

WHEREAS, the Company submitted a Proposal in response to RFP #269-2017-028 on March 16, 2017. This Proposal, together with all attachments and separately sealed confidential trade secrets, is referred to herein as the "Proposal" and is incorporated into this Contract by reference.

WHEREAS, the City awarded this Contract on May 8, 2017 to Company to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services to the City all in accordance with the terms and conditions set forth herein.

WHEREAS, the City of Charlotte, on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies"), competitively solicited and awarded the Contract to the Company. The City has designated U.S. Communities as the administrative and marketing conduit for the distribution of the Contract to Participating Public Agencies.

The City is acting as the "Contracting Agent" for the Participating Public Agencies, and shall not be liable or responsible for any costs, damages, liability or other obligations incurred by the Participating Public Agencies. The Company (including its subsidiaries) shall deal directly with each Participating Public Agency concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing, payment and all other matters relating or referring to such Participating Public Agency's access to the Contract.

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

CONTRACT

1. EXHIBITS.

The Exhibits below are hereby incorporated into and made a part of this Contract. In interpreting this Contract and resolving any ambiguities, the main body of this Contract will take precedence over the Exhibits, and any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below. Each reference to GameTime in the Exhibits and Appendices shall be deemed to mean the Company.

- EXHIBIT A: Discount Schedule, Price Lists, and Incentives
- EXHIBIT B: Installation Fees
- EXHIBIT C: National Network of Distributors and Installers
- EXHIBIT D: Freight Rate Schedules
- EXHIBIT E: Product Warranties
- EXHIBIT F: Scope of Work
- EXHIBIT G: U.S. Communities Administrative Agreement

2. DEFINITIONS.

As used in this Contract, the following terms shall have the meanings set forth below:

- Acceptance:* Refers to receipt and approval by the City of a Deliverable or Service in accordance with the acceptance process and criteria in this Contract.
- Affiliates:* Refers to all departments or units of the City and all other governmental units, boards, committees or municipalities for which the City processes data or performs Services.
- Biodegradable:* Refers to the ability of an item to be decomposed by bacteria or other living organisms.
- Charlotte Business Inclusion (CBI):* Refers to the Charlotte Business Inclusion office of the City of Charlotte.
- Charlotte Combined Statistical Area (CSA):* Refers to the Charlotte-Gastonia-Salisbury Combined Statistical Area consisting of; (a) the North Carolina counties of Anson, Cabarrus, Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly, and Union; and (b) the South Carolina counties of Chester, Lancaster, and York; a criteria used by Charlotte Business INCLUSION to determine eligibility to participate in the program.
- City:* Refers to the City of Charlotte, North Carolina.
- Company:* Refers to a company that has been selected by the City to provide the Products and Services of this Contract.
- Company Project Manager:* Refers to a specified Company employee representing the best interests of the Company for this Contract.
- Contract:* Refers to a written agreement executed by the City and Company for all or part of the Services.

<i>Deliverables:</i>	Refers to all tasks, reports, information, designs, plans, and other items that the Company is required to deliver to the City in connection with the Contract.
<i>Documentation:</i>	Refers to all written, electronic, or recorded works that describe the use, functions, features, or purpose of the Deliverables or Services or any component thereof, and which are provided to the City by the Company or its subcontractors, including without limitation all end user manuals, training manuals, guides, program listings, data models, flow charts, and logic diagrams.
<i>Environmentally Preferable Products:</i>	Refers to Products that have a lesser or reduced effect on human health and the environment when compared with competing Products that serves the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product.
<i>Lead Public Agency:</i>	Refers to the City of Charlotte, North Carolina.
<i>Master Agreement:</i>	Refers to the Agreement that is made available by the Lead Public Agency after the successful completion of the competitive solicitation and selection process, wherein Participating Public Agencies may utilize the agreement to purchase Products and Services.
<i>Minority Business Enterprise/MBE:</i>	Refers to a business enterprise that: (a) is certified by the State of North Carolina as a Historically Underutilized Business (HUB) within the meaning of N.C. Gen. Stat. § 143-128.4; (b) is at least fifty-one percent (51%) owned by one or more persons who are members of one of the following groups: African American or Black, Hispanic, Asian, Native American or American Indian; and (c) is headquartered in the Charlotte Combined Statistical Area.
<i>MWSBE:</i>	Refers to SBEs, MBEs and WBEs, collectively.
<i>Participating Public Agency:</i>	Refers to all states, local governments, school districts, and higher education institutions in the United States of American, and other governmental agencies and nonprofit organizations that elect to purchase Products and Services under the Master Agreement.
<i>Products:</i>	Refers to all Products that the Company agrees to provide to the City as part this Contract.
<i>Services:</i>	Refers to the Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services as requested in this RFP.

Specifications and Requirements:

Refers to all definitions, descriptions, requirements, criteria, warranties, and performance standards relating to the Deliverables and Services that are set forth or referenced in: (i) this RFP, including any addenda; (ii) the Documentation; and (iii) any functional and/or technical specifications that are published or provided by the Company or its licensors or suppliers from time to time with respect to all or any part of the Deliverables or Services.

3. **TERM.** The initial term of this Contract will be for five (5) years from the Effective Date with an option to renew for two (2) additional two-year terms. This Contract may be extended only by a written amendment to the contract signed by both parties.
4. **AGREEMENT TO PROVIDE PRODUCTS AND SERVICES.**
 - 4.1 The Company shall provide the Products and Services in accordance with the terms and conditions set forth in this Contract and the attached Exhibits when ordered from time to time by the City. Except as set forth Exhibit A, the prices set forth in Exhibit A constitute all charges payable by the City for the Products and Services, and all labor, materials, equipment, transportation, facilities, storage, information technology, permits, and licenses necessary for the Company to provide the Products and Services. The Company shall perform any Services for the City on site at the City's facilities in Charlotte, North Carolina, except as otherwise stated in this Contract or agreed in writing by the City.
 - 4.2 **Placement of Orders:** All orders will be placed by personnel designated by the City on an as needed basis for the quantity required at the time during the term of the Contract.
5. **OPTIONAL PRODUCTS AND SERVICES:** The City may in its discretion purchase from the Company optional Products and Services beyond what is called for in the Specifications, provided that such purchase does not create unfairness so as to defeat the purpose of the bid statutes, and provided the City is authorized by law to make such purchases without a formal bid process.
6. **DOCUMENTATION:** the Company will provide for all products purchased under this contract written or electronic documentation that is complete and accurate, and sufficient to enable City employees with ordinary skills and experience to utilize such products for the purpose for which the City is acquiring them.
7. **COMPENSATION.** The City shall pay the company for the products and services delivered in compliance with the specifications at the prices set forth in Exhibit A. This amount constitutes the maximum fees and charges payable to the company in the aggregate under this contract and will not be increased except by a written amendment duly executed by both parties in compliance with the price adjustment provisions set forth in Exhibit c. The company shall not be entitled to charge the City any prices, fees or other amounts that are not listed in Exhibit A.
8. **PRICE ADJUSTMENT.**

- 8.1 The price(s) stated in this Contract shall remain firm through December 31, 2017. Company may request price increases in writing, in accordance with the following terms:
- 8.1.1 Price increases shall only be allowed when justified in the City's sole discretion based on legitimate, bona fide increases in the cost of materials. No adjustment shall be made to compensate the Company for inefficiency in operation, increase in labor costs, or for additional profit.
 - 8.1.2 To obtain approval for a price increase, the Company shall submit a written request at least sixty (60) days prior to each calendar year during the term of the contract. All requests must be submitted to the Procurement Management Division representative, at the address listed below, together with written documentation sufficient to demonstrate that the increase is necessary based on a legitimate increase in the cost of materials. The request must state and fully justify the proposed price increase per unit over the price originally proposed.

City of Charlotte
M&FS Finance Office / Procurement Management
600 East Fourth Street
Charlotte, NC 28202
 - 8.1.3 No proposed price increase shall be valid unless accepted by the City in writing. The City may approve such price increase for the remaining term of the Contract or for a shorter specified period, in the City's sole discretion. If the City rejects such price increase, the Company shall continue performance of the Contract.
 - 8.1.4 If the City approves a price increase pursuant to this Section and the market factors justifying the increase shift so that the increase is no longer justified, the City shall have the right to terminate the price increase and revert back to the prices that were in effect immediately prior to the increase. The Company shall notify the City in writing if the market factors on which the City granted the increase change such that the City's reasons for granting the increase longer apply.
- 8.2 If the Company's unit prices for any Products and/or Services should decrease, the Company shall provide the affected Products and/or Services at the lower discounted price. The Company will provide the City with prompt written notice of all decreases in unit prices.
- 8.3 If a Product becomes unavailable, or if a new Product becomes available, the Company promptly will send the City a proposed revised version of Exhibit A. The City reserves the right to add or delete items to this Contract if particular items should become discontinued or an upgraded item becomes available to the industry market. Any new or replacement items added may be subject to bid statute requirements. The City may also delete radio and communication equipment items included in this Contract if items are no longer needed or no longer issued as part of radios and communication equipment. At no additional cost to the City, the Company may substitute any Product or Service to be provided by the Company, if the substitute meets or exceeds the Specifications, is compatible with the City's operating environment and is of equivalent or better quality to the City. Any substitution will be reflected in a written signed change order.

9. **BILLING.** Each invoice sent by the Company shall include all reports, information and data required by this Contract (including the Exhibits) necessary to entitle the Company to the requested payment. The Company shall send one (1) copy only of each invoice using one of the following options:

Option 1 – E-mail one copy of each invoice to cocap@charlottenc.gov . Company shall not mail invoices that have been sent via e-mail.

Option 2 – Mail one copy of each invoice to:

City of Charlotte Accounts Payable

PO Box 37979

Charlotte, NC 28237-7979

Attn: (Insert Department)

The City is not tax exempt from sales tax. The Company shall include all applicable State and County sales taxes on the invoice and not combined with the cost of the goods.

Payment of invoices shall be due within thirty (30) days after the City has received all of the following: (a) an accurate, properly submitted invoice, (b) all reports due for the month covered by the invoice; and (c) any other information reasonably requested by the City to verify the charges contained in the invoice. Invoices must include state and local sales tax.

10. **CONTRACT MONITORING:** The City shall have the right to audit the Company's compliance with the terms and conditions of the Contract at such times as the City deems appropriate. Unless the City elects to terminate the Contract, the Company shall develop a written action plan to correct any Contract deficiency identified during these compliance audits, and shall submit such plan to the City within thirty (30) days of notification of non-compliance.
11. **REPORTING:** The Company shall provide such written reports of purchasing and expenditures as may be requested by the City from time to time, including without limitation any reports described in the Specifications.
12. **AUDIT:** During the term of the Contract and for a period of three (3) years after termination or expiration of this Contract for any reason, the City shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Company necessary to evaluate Company's compliance with the terms and conditions of the Contract or the City's payment obligations. The City shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the City in excess of \$5,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.
13. **GENERAL WARRANTIES.** Company represents and warrants that:
- 13.1 It is a corporation duly incorporated, validly existing and in good standing under the laws of the state of Alabama, and is qualified to do business in North Carolina;
- 13.2 It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;
- 13.3 The execution, delivery, and performance of this Contract have been duly authorized by Company;

- 13.4 No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Contract;
- 13.5 In connection with its obligations under this Contract, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and
- 13.6 The Company shall not violate any agreement with any third party by entering into or performing this Contract.
- 14. ADDITIONAL REPRESENTATIONS AND WARRANTIES.** Company represents warrants and covenants that:
- 14.1 The Products and Services shall comply with all requirements set forth in this Contract, including but not limited to the attached Exhibits;
- 14.2 All work performed by the Company and/or its subcontractors pursuant to this Contract shall meet industry accepted standards, and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;
- 14.3 Neither the Services, nor any Products provided by the Company under this Contract will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party; and
- 14.4 The Company and each of its subcontractors have complied and shall comply in all material respects with all applicable federal, state and local laws, regulations and guidelines relating to the performance of this Contract or to the products and services delivered hereunder, including but not limited to E-Verify, and shall obtain all applicable verifications, permits, and licenses.
- 15. COMPLIANCE WITH LAWS:** All Products and Services delivered under this Contract shall be in compliance with all applicable federal, state and local laws, regulations and ordinances. In performing the Contract, the Company shall obtain and maintain all licenses and permits, and comply with all federal, state and local laws, regulations and ordinances.
- 16. DELIVERY TIME:** When delivery time is requested in the RFP, (whether in the form of a specific delivery date or maximum number of days for delivery) time is of the essence. The Company's Bid shall be deemed a binding commitment of the Company to meet the delivery time stated herein unless the Bid specifically takes exception. If such delivery time is not met, the City shall be entitled to terminate the Contract immediately for default and/or exercise any other remedies available at law or in equity.
- 17. QUALITY.** Unless this Contract specifically states otherwise for a particular item, all components used to manufacture or construct any supplies, materials or equipment or Products provided under this Contract shall be: (a) new; (b) the latest model; (c) of the best quality and highest grade workmanship; and (d) in compliance with all applicable federal, state and local laws, regulations and requirements. By "new", the City means that the item has been recently produced and has not been previously sold or used.

Whenever this Contract states that a Product or Service shall be in accordance with laws, ordinances, building codes, underwriter's codes, applicable A.S.T.M. regulations or similar expressions, the requirements of such laws, ordinances, etc., shall be construed to be minimum requirements that are in addition to any other requirements that may be stated in this Contract.

18. **DESIGN AND/OR MANUFACTURER REQUIREMENT:** All Products and Services shall meet the Specifications set forth in Section 4 of the RFP.
19. **INSPECTION AT COMPANY'S SITE:** The City reserves the right to inspect the equipment, plant, store or other facilities of the Company during the Contract term from time to time as the City deems necessary to confirm that such equipment, plant, store or other facilities conform with the Specifications and are adequate and suitable for proper and effective performance of the Contract. Such inspections shall be conducted during normal business hours and upon at least three (3) days' notice to the Company (except that a store may be inspected at any time during regular store hours without notice).
20. **PREPARATION FOR DELIVERY:**
 - 20.1 **Condition and Packaging.** All containers/packaging shall be suitable for handling, storage or shipment, without damage to the contents. The Company shall make shipments using the minimum number of containers consistent with the requirements of safe transit, available mode of transportation routing. The Company will be responsible for confirming that packing is sufficient to assure that all the materials arrive at the correct destination in an undamaged condition ready for their intended use.
 - 20.2 **Marking.** All cartons shall be clearly identified with the City purchase order number and the name of the department making the purchase. Packing lists must be affixed to each carton identifying all contents included in the carton. If more than one carton is shipped, each carton must be numbered and must state the number of that carton in relation to the total number of cartons shipped (i.e. 1 of 4, 2 of 4, etc).
 - 20.3 **Shipping.** The Company shall follow all shipping instructions included in the ITB, the City's purchase order or in the Contract.
21. **ACCEPTANCE OF PRODUCTS/SERVICES:** The Products delivered under this Contract shall remain the property of the Company until the City physically inspects, actually uses and accepts the Products. In the event Products provided to the City do not comply with the Contract, the City shall be entitled to terminate the Contract upon written notice to the Company and return such Products (and any related goods) to the Company at the Company's expense. In the event the Services provided under this Contract do not comply with the Contract, the City reserves the right to cancel the Service and rescind any related purchase of products upon written notice to the Company. The remedies stated in this Section are in addition to and without limitation of any other remedies that the City may have under the Contract, at law or in equity.
22. **GUARANTEE:** Unless otherwise specified by the City, the Company unconditionally guarantees the materials and workmanship on all Products and Services. If, within the guarantee period any defects occur due to a faulty Product or Services (including without limitation a failure to comply with the Specifications), the Company at its expense, shall repair or adjust the condition, or replace the Product and/or Services to the complete satisfaction of the City. These repairs, replacements or adjustments shall be made only at such time as will be designated by the City to ensure the least impact to the operation of City business.
23. **NO LIENS:** All Products shall be delivered and shall remain free and clear of all liens and encumbrances.
24. **MANUFACTURER OR DEALER ADVERTISEMENT:** No manufacturer or dealer shall advertise on Products delivered to the City without prior approval by the City.

25. **RIGHT TO COVER:** If the Company fails to comply with any term or condition of the Contract or the Company's response to the ITB, the City may take any of the following actions with or without terminating the Contract, and in addition to and without limiting any other remedies it may have:
- (A) Employ such means as it may deem advisable and appropriate to obtain the applicable Products and/or Services (or reasonable substitutes) from a third party; and
 - (B) Recover from the Company the difference between what the City paid for such Products and/or Services on the open market and the price of such Products and/or Services under the Contract or the Company's response to the ITB.
26. **RIGHT TO WITHHOLD PAYMENT:** If Company breaches any provision of the Contract the City shall have the right to withhold all payments due to the Company until such breach has been fully cured.
27. **OTHER REMEDIES:** Upon breach of the Contract, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.
28. **TERMINATION.**
- 29.1 **TERMINATION WITHOUT CAUSE.** The City may terminate this Contract at any time without cause by giving sixty (60) days written notice to the Company. The Company may terminate this Contract at any time without cause by giving one hundred and eighty (180) days written notice to the City.
- 29.2 **TERMINATION FOR DEFAULT BY EITHER PARTY.** By giving written notice to the other party, either party may terminate this Contract upon the occurrence of one or more of the following events:
- 29.2.1 The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Contract, provided that, unless otherwise stated in this Contract, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or
 - 29.2.2 The other party attempts to assign, terminate or cancel this Contract contrary to the terms hereof; or
 - 29.2.3 The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Contract shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.
- Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Contract if the default is not cured within the specified period.

- 29.3 **ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE CITY.** By giving written notice to the Company, the City may also terminate this Contract upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):
- 29.3.1 The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Contract, Company's Bid, or any covenant, agreement, obligation, term or condition contained in this Contract; or
 - 29.3.2 The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Contract, or failure to provide the proof of insurance as required by this Contract.
- 29.4 **NO EFFECT ON TAXES, FEES, CHARGES, OR REPORTS.** Any termination of the Contract shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the City, nor relieve the Company of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.
- 29.5 **OBLIGATIONS UPON EXPIRATION OR TERMINATION.** Upon expiration or termination of this Contract, the Company shall promptly (a) return to the City all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the City; (b) provide the City with sufficient data necessary to migrate to a new vendor, or allow the City or a new vendor access to the systems, software, infrastructure, or processes of the Company that are necessary to migrate to a new vendor; and (c) refund to the City all pre-paid sums for Products or Services that have been cancelled and will not be delivered.
- 29.6 **NO SUSPENSION.** In the event that the City disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in this Contract, the Company agrees that it will not terminate this Contract or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Company, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.
- 29.7 **AUTHORITY TO TERMINATE.** The City Manager or their designee is authorized to terminate this Contract on behalf of the City.
- 29.8 **TRANSITION SERVICES UPON TERMINATION.** Upon termination or expiration of this Contract, the Company shall cooperate with the City to assist with the orderly transfer of the Products, Services, functions and operations provided by the Company hereunder to another provider or to the City as determined by the City in its sole discretion. The transition services that the Company shall perform if requested by the City include but are not limited to:
- 29.8.1 Working with the City to jointly develop a mutually agreed upon transition services plan to facilitate the termination of the Services; and

- 29.8.2 Notifying all affected vendors and subcontractors of the Company of transition activities;
 - 29.8.3 Performing the transition service plan activities;
 - 29.8.4 Answering questions regarding the products and services on an as-needed basis; and
 - 29.8.5 Providing such other reasonable services needed to effectuate an orderly transition to a new system.
29. **NO DELAY DAMAGES:** Under no circumstances shall the City be liable to the Company for any damages arising from delay, whether caused by the City or not.
30. **MULTIPLE CONTRACT AWARDS.** This Contract is not exclusive. The City reserves the right to award multiple contracts for the Products and Services required by this Contract if the City deems multiple Contracts to be in the City's best interest.
31. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties established by this Contract is solely that of independent contractors, and nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; (ii) constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; (iii) make either party an agent of the other for any purpose whatsoever, or (iv) give either party the authority to act for, bind, or otherwise create or assume any obligation on behalf of the other. Nothing herein shall be deemed to eliminate any fiduciary duty on the part of the Company to the City that may arise under law or under the terms of this Contract.
32. **INDEMNIFICATION:** To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "Charges" (as defined below) paid or incurred any of them as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Work or any Products or deliverables provided to the City pursuant to this Contract ("Infringement Claims"); (ii) seeking payment for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Contract; or (iii) arising from the Company's failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from a violation of any federal, state or local law, regulation or ordinance by the Company or any its subcontractors (including without limitation E-Verify or other immigration laws); or (v) arising from any claim that the Company or an employee or subcontractor of the Company is an employee of the City, including but not limited to claims relating to worker's compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term "Indemnitees" means the City and each of the City's officers, officials, employees, agents and independent contractors (excluding the Company); and (b) the term "Charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts) or any other legal theory or principle, in connection with an Infringement Claim.

This indemnification requirement is not intended to cover, and the Company is not responsible for, any damages that result from lack of maintenance; inadequate supervision;

negligence; intentional misconduct of anyone other than the Company, its subcontractors, or their affiliates; inadequate surfacing that was not provided by or recommended by the Company, its subcontractors, or their affiliates; or vandalism.

It is the intent of any insurance provided by Company to protect the Company and any subcontractor performing work under the Contract for

- (1) Product liability Claims arising solely from the negligent design or manufacture of the Playground Equipment when such goods and services are provided by the Company, Company's subcontractors, or their affiliates pursuant to this Contract;
- (2) Claims arising from any act of negligence or wilful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; and
- (3) Claims relating to worker's compensation for any employee or subcontractor of the Company;

This clarifies and supersedes any other section of the Contract concerning indemnification that could be interpreted otherwise.

33. **INSURANCE.** Throughout the term of the Contract, the Company shall comply with the insurance requirements described in this Section. In the event the Company fails to procure and maintain each type of insurance required by this Section, or in the event the Company fails to provide the City with the required certificates of insurance, the City shall be entitled to terminate the Contract immediately upon written notice to the Company.

The Company agrees to purchase and maintain the following insurance coverage during the life of the Contract with an insurance company acceptable to the City of Charlotte, authorized to do business in the State of North Carolina:

- (A) **Automobile Liability:** Bodily injury and property damage liability covering all owned, non-owned, and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident; and, \$1,000,000 property damage, or \$1,000,000 combined single limit each occurrence/aggregate.
- (B) **Commercial General Liability:** Bodily injury and property damage liability as shall protect the Company and any subcontractor performing work under the Contract from claims of bodily injury or property damage which arise from performance of the Contract, whether such work is performed by the Company, any subcontractor or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products, services, completed operations, personal injury liability and contractual liability assumed under the indemnity provision of the Contract.
- (C) **Workers' Compensation:** Meeting the statutory requirements of the State of North Carolina and Employers Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit, providing coverage for employees and owners.

The City shall be named as additional insured during and until completion of the work under the commercial general liability insurance for operations or services rendered under

this Contract. The Company's insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from the Consultant's operations under this agreement. The Company and each of its subcontractors shall and does waive all rights of subrogation against the City and each of the Indemnitees, as defined in Section 5.1.

The Company shall not commence any work in connection with the Contract until it has obtained all of the types of insurance set forth in this Form, and such insurance has been approved by the City. The Company shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.

All insurance policies shall be with insurers qualified and doing business in North Carolina recognized by the Secretary of State and the Insurance Commissioner's Office. The Company shall furnish the City with proof of insurance coverage by certificates of insurance accompanying the Contract.

All insurance certificates must include the City of Charlotte's contract number in the description field.

The City shall be exempt from, and in no way liable for any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Company and/or subcontractor providing such insurance.

Since the playground and the play equipment will be in the care, custody, and control of the end user following installation, it is understood the Company cannot additionally insure the eventual owners of the equipment for any damages that result from:

- 1) lack of maintenance for which the Company or its subcontractors are not contractually obligated to perform, where such lack of maintenance is not as a result of instructions or manuals provided by the Company or its subcontractors ;
- 2) inadequate supervision;
- 3) Negligence (other than negligence of the Company or its subcontractors);
- 4) intentional acts of anyone other than the Company, its subcontractors or their affiliates;
- 5) inadequate surfacing that was not provided by or recommended by the Company, its subcontractors, or their affiliates; or
- 6) vandalism.

34. COMMERCIAL NON-DISCRIMINATION.

As a condition of entering into this Contract, the Company represents and warrants that it will fully comply with the City's Commercial Non-Discrimination Policy, as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the Company shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors or suppliers in connection with a City contract or contract solicitation process, nor shall the Company retaliate against any person or entity for reporting instances of such discrimination. The Company shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The Company understands and agrees that a violation of this

clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of the Company from participating in City contracts or other sanctions.

As a condition of entering into this Contract, the Company agrees to: (a) promptly provide to the City in a format specified by the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Contract; and (b) if requested, provide to the City within sixty days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Company has used on City contracts in the past five years, including the total dollar amount paid by the Company on each subcontract or supply contract. The Company further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy.

The Company agrees to provide to the City from time to time on the City's request, payment affidavits detailing the amounts paid by the Company to subcontractors and suppliers in connection with this Contract within a certain period of time. Such affidavits shall be in the format specified by the City from time to time

The Company understands and agrees that violation of this Commercial Non-Discrimination provision shall be considered a material breach of this Contract and may result in contract termination, disqualification of the Company from participating in City contracts and other sanctions.

35. **COMPANY WILL NOT SELL OR DISCLOSE DATA.** The Company will treat as confidential information all data provided by the City in connection with this agreement. City data processed by the Company shall remain the exclusive property of the City. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by this agreement.
36. **WORK ON CITY'S PREMISES.** The Company will ensure that its employees and agents shall, whenever on the City's premises, obey all instructions and directions issued by the City's project manager with respect to work on the City's premises. The Company agrees that its personnel and the personnel of its subcontractors will comply with all rules, regulations and security procedures of the City when on the City's premises.
37. **BACKGROUND CHECKS:** The Company agrees that it has conducted or will conduct background checks on all personnel who will be working at the Charlotte service facility or delivering Products or Services under the Contract. The Company will conduct such background checks prior to the personnel commencing work hereunder, whether as part of the Company's standard pre-employment screening practices or otherwise. The Company will complete a background check on an annual basis for each person working at the Charlotte facility. Background check will include at a minimum:
 - a. Criminal records search,
 - b. Identification verification; and
 - c. Proof of authorization to work in the United States.

The Company agrees if any personnel does not meet the background qualifications, he/she shall not be assigned to perform services under this Contract. The Company will notify the City immediately if a background check reveals any conviction(s). If there is any question

as to whether any personnel meets the background qualifications, prior to assignment of any Services under this Contract, the Company shall contact the City immediately.

38. DRUG-FREE WORKPLACE. The City is a drug-free workplace employer. The Company hereby certifies that it has or it will within thirty (30) days after execution of this Contract:

- 38.1 Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition;
- 38.2 Establish a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Company's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;
- 38.3 Notify each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlines in (a) above, and (ii) notify the Company of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction;
- 38.4 Impose a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of a drug crime;
- 38.5 Make a good faith effort to continue to maintain a drug-free workplace for employees; and
- 38.6 Require any party to which it subcontracts any portion of the work under the contract to comply with the provisions of this Section.

A false certification or the failure to comply with the above drug-free workplace requirements during the performance of this Contract shall be ground for suspension, termination or debarment.

39. NOTICES. Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below. Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Contract shall be sent to:

For The Company:	For The City:
Donald R. King	Karen Ewing
PlayCore Wisconsin, Inc. d/b/a Gametime	Procurement Management Division
150 Playcore Drive SE	600 East Fourth Street
Fort Payne, Alabama 35967	Charlotte, NC 28202
Phone: 423.648.5891	Phone: 704.336.2992
Fax: 423.648.5903	Fax: 704.632.8254
E-mail: dking@playcore.com	E-mail: kewing@charlottenc.gov

With Copy To:	With Copy To:
	Cindy White
	Senior Assistant City Attorney
	600 East Fourth Street
	Charlotte, NC 28202
	Phone: 704-336-3012
	Fax: 704-336-8854
	E-mail: cwhite@ci.charlotte.nc.us

All other notices shall be sent to the other party's Project Manager at the most recent address provided in writing by the other party.

- 40. **SUBCONTRACTING:** The Company shall not subcontract any of its obligations under this Contract without the City's prior written consent. In the event the City does consent in writing to a subcontracting arrangement, Company shall be the prime contractor and shall remain fully responsible for performance of all obligations which it is required to perform under this Contract. Any subcontract entered into by Company shall name the City as a third party beneficiary.
- 41. **FORCE MAJEURE:** Neither party shall be liable for any failure or delay in the performance of its obligations pursuant to the Contract, and such failure or delay shall not be deemed a default of the Contract or grounds for termination hereunder if all of the following conditions are satisfied:

If such failure or delay:

- A. could not have been prevented by reasonable precaution;
- B. cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and
- C. if, and to the extent, such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions or court order.

An event that satisfies all of the conditions set forth above shall be referred to as a "Force Majeure Event." Upon the occurrence of a Force Majeure Event, the affected party shall be excused from any further performance of those of its obligations which are affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the affected party continues to use reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

Upon the occurrence of a Force Majeure Event, the affected party shall promptly notify the other by telephone (to be confirmed by written notice within five (5) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company from performing its obligations for more than fifteen (15) days, the

City shall have the right to terminate the Contract by written notice to the Company.

Notwithstanding anything contained herein to the contrary, strikes, slow-downs, walkouts, lockouts, and industrial disputes of the Company or its subcontractors shall not constitute "Force Majeure Events" and are not excused under this provision. Nothing in the preceding Force Majeure provisions shall relieve the Company of any obligation it may have regarding disaster recovery, whether under the Contract or at law.

42 CONFIDENTIALITY.

- 42.1 DEFINITIONS. As used in this Contract, The term “Confidential Information” shall mean any information, in any medium, whether written, oral or electronic, not generally known in the relevant trade or industry, that is obtained from the City or any of its suppliers, contractors or licensors which falls within any of the following general categories:
- 42.2 Trade secrets. For purposes of this Contract, trade secrets consist of information of the City or any of its suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.
- 42.3 Information of the City or its suppliers, contractors or licensors marked “Confidential” or “Proprietary.”
- 42.4 Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by the City.
- 42.5 Information contained in the City’s personnel files, as defined by N.C. Gen. Stat. 160A-168. This consists of all information gathered by the City about employees, except for that information which is a matter of public record under North Carolina law.
- 42.6 Citizen or employee social security numbers collected by the City.
- 42.7 Computer security information of the City, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.
- 42.8 Local tax records of the City that contains information about a taxpayer’s income or receipts.
- 42.9 Any attorney / client privileged information disclosed by either party.
- 42.10 Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.
- 42.11 The name or address of individual home owners who, based on their income, have received a rehabilitation grant to repair their home.
- 42.12 Building plans of City-owned buildings or structures, as well as any detailed security plans.
- 42.13 Billing information of customers compiled and maintained in connection with the City providing utility services
- 42.14 Other information that is exempt from disclosure under the North Carolina public records laws.

Categories 42.1 through 42.13 above constitute “Highly Restricted Information,” as well as Confidential Information. The Company acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Contract, and agrees that: (a) all provisions in this Contract

applicable to Confidential Information shall apply to Highly Restricted Information; and (b) the Company will also comply with any more restrictive instructions or written policies that may be provided by the City from time to time to protect the confidentiality of Highly Restricted Information.

The parties acknowledge that in addition to information disclosed or revealed after the date of this Contract, the Confidential Information shall include information disclosed or revealed within one year prior to the date of this Contract.

43. **RESTRICTIONS.** Company shall keep the Confidential Information in the strictest confidence, in the manner set forth below:
- 43.1 Company shall not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by the City in writing.
 - 43.2 Company shall not, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information to any third party, other than an agent, subcontractor or vendor of the City or Company having a need to know such Confidential Information for purpose of performing work contemplated by written agreements between the City and the Company, and who has executed a confidentiality agreement incorporating substantially the form of this the Contract. Company shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted to any third party without the City's prior written consent.
 - 43.3 Company shall not use any Confidential Information for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written agreements between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.
 - 43.4 Company shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.
 - 43.5 Company shall use reasonable efforts (including but not limited to seeking injunctive relief where reasonably necessary) to prohibit its employees, vendors, agents and subcontractors from using or disclosing the Confidential Information in a manner not permitted by this Contract.
 - 43.6 In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, Company shall assert this Contract as a ground for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.
 - 43.7 All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the City or destroyed upon satisfaction of the purpose of the disclosure of such information.
 - 43.8 Company shall restrict employee access to the Confidential Information to those employees having a need to know for purposes of their jobs.

- 43.9 Company shall take reasonable measures to prevent the use or disclosure of Confidential Information by its employees in a manner not permitted by this Contract. The Company shall have each of its employees who will have access to the Confidential Information sign a confidentiality agreement which provides the City and its vendors, licensors, subcontractors, employees and taxpayers the same level of protection as provided by this Contract.
44. **EXCEPTIONS.** The City agrees that Company shall have no obligation with respect to any Confidential Information that the Company can establish:
- 44.1 Was already known to Company prior to being disclosed by the City;
 - 44.2 Was or becomes publicly known through no wrongful act of Company;
 - 44.3 Was rightfully obtained by Company from a third party without similar restriction and without breach hereof;
 - 44.4 Was used or disclosed by Company with the prior written authorization of the City;
 - 44.5 Was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, Company shall first give to the City notice of such requirement or request;
 - 44.6 Was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the Company shall take reasonable steps to obtain an agreement or protective order providing that this Contract will be applicable to all disclosures under the court order or subpoena.
45. **MISCELLANEOUS**
- 45.1 **ENTIRE AGREEMENT.** This Contract, including all Exhibits and Attachments constitute the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Contract supersedes all prior agreements, negotiations, representations and proposals, written or oral. Notwithstanding the forgoing, the parties agree that the ITB and the Bid are relevant in resolving any ambiguities that may exist with respect to the language of this Contract
 - 45.2 **AMENDMENT.** No amendment or change to this Contract shall be valid unless in writing and signed by the party against whom enforcement is sought. Amendments that involve or increase in the amounts payable by the City may require execution by a Department Director, the City Manager, or an Assistant City Manager; depending on the amount. Some increases may also require approval by City Council.
 - 45.3 **GOVERNING LAW AND JURISDICTION.** North Carolina law shall govern the interpretation and enforcement of this Contract, and any other matters relating to this Contract (all without regard to North Carolina conflicts of law principles). All legal actions or other proceedings relating to this Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By execution of this Contract, the parties submit to the jurisdiction of such courts and hereby irrevocably waive any and all objections which they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.

- 45.4 **BINDING NATURE AND ASSIGNMENT.** This Contract shall bind the parties and their successors and permitted assigns. Neither party may assign this Contract without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void. For purposes of this Section, a Change in Control, as defined in Section 42.8 constitutes an assignment.
- 45.5 **SEVERABILITY.** The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract or the Exhibits shall not affect the validity of the remaining portion of this Contract or Exhibits so long as the material purposes of this Contract can be determined and effectuated. If any provision of this Contract or Exhibit is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.
- 45.6 **NO PUBLICITY.** No advertising, sales promotion or other materials of the Company or its agents or representations may identify or reference this Contract or the City in any manner without the prior written consent of the City. Notwithstanding the forgoing, the parties agree that the Company may list the City as a reference in responses to requests for proposals, and may identify the City as a customer in presentations to potential customers.
- 45.7 **WAIVER.** No delay or omission by either party to exercise any right or power it has under this Contract shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Contract shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights.
- 45.8 **CHANGE IN CONTROL.** In the event of a change in "Control" of the Company (as defined below), the City shall have the option of terminating this Contract by written notice to the Company. The Company shall notify the City within ten days of the occurrence of a change in control. As used in this Contract, the term "Control" shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in the Company or (ii) the power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.
- 45.9 **NO BRIBERY.** The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed or attempted to bribe an officer or employee of the City in connection with this Contract.
- 45.10 **FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES.** The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. The Company further agrees that it will at all times during the term of this Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the work.

- 45.11 TAXES. The Company shall pay all applicable federal, state and local taxes which may be chargeable against the Products and/or Services.
- 45.12 SURVIVAL OF PROVISIONS: Those Sections of the Contract and the Exhibits, which by their nature would reasonably be expected to continue after the termination of the Contract shall survive the termination of the Contract, including but not limited to the following:
- Section 3 "Term"
 - Section 4.3 "Employment Taxes and Employee Benefits"
 - Section 13 "General Warranties"
 - Section 14 "Additional Representations and Warranties"
 - Section 22 "Guarantee"
 - Section 28 "Other Remedies"
 - Section 29 "Termination"
 - Section 33 "Insurance"
 - Section 34 "Indemnification"
 - Section 39 "Notices"
 - Section 42 "Confidentiality"
 - Section 45 "Miscellaneous"
- 45.13 NON-APPROPRIATION OF FUNDS. If City Council does not appropriate the funding needed by the City to make payments under this Contract for a given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify the Company of the non-appropriation and this Contract will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.
- 45.14 E-VERIFY. Company shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors to do so as well.
- 45.15 IRAN DIVESTMENT ACT. Company certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58; (ii) it will not take any action causing it to appear on any such list during the term of this Contract; and (iii) it will not utilize any subcontractor that is identified on any such list to provide goods or services hereunder.
- 45.16 PRE-AUDIT. No pre-audit certificate is required under N.C. Gen. Stat. 159-28(a) because this Contract is for an indefinite quantity with no minimum purchase requirement. Notwithstanding anything contained herein to the contrary, this Contract does not require the City to purchase a single product or service, and a decision by the City to not make any purchase hereunder will violate neither this Contract nor any implied duty of good faith and fair dealing. The City has no financial obligation under this Contract absent the City's execution of a valid and binding purchase order or contract addendum containing a pre-audit certificate."

45.17 UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this Contract, the Company agrees to comply with all applicable provisions of *Title 2, Subtitle A, Chapter II, Part 200* – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards contained in *Title 2 C.F. R. § 200 et seq.*

45.18 COUNTERPARTS.

This Contract may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the parties.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Contract to be executed on the date first written above.

PLAYCORE WISCONSIN, INC. D/B/A GAMETIME:

BY: Robert V. Barron

PRINT NAME: ROBERT V. BARRON

TITLE: SENIOR V. P. of SALES

DATE: 05-03-2017

**CITY OF CHARLOTTE
CITY MANAGER'S OFFICE:**

BY: Randy Harrington

PRINT NAME: Randy Harrington

TITLE: CFO

DATE: 5/15/17

**CITY OF CHARLOTTE
RISK MANAGEMENT DIVISION:**

BY: Christie Gibson

PRINT NAME: Christie Gibson

TITLE: Asst Mgr

DATE: 5/11/17

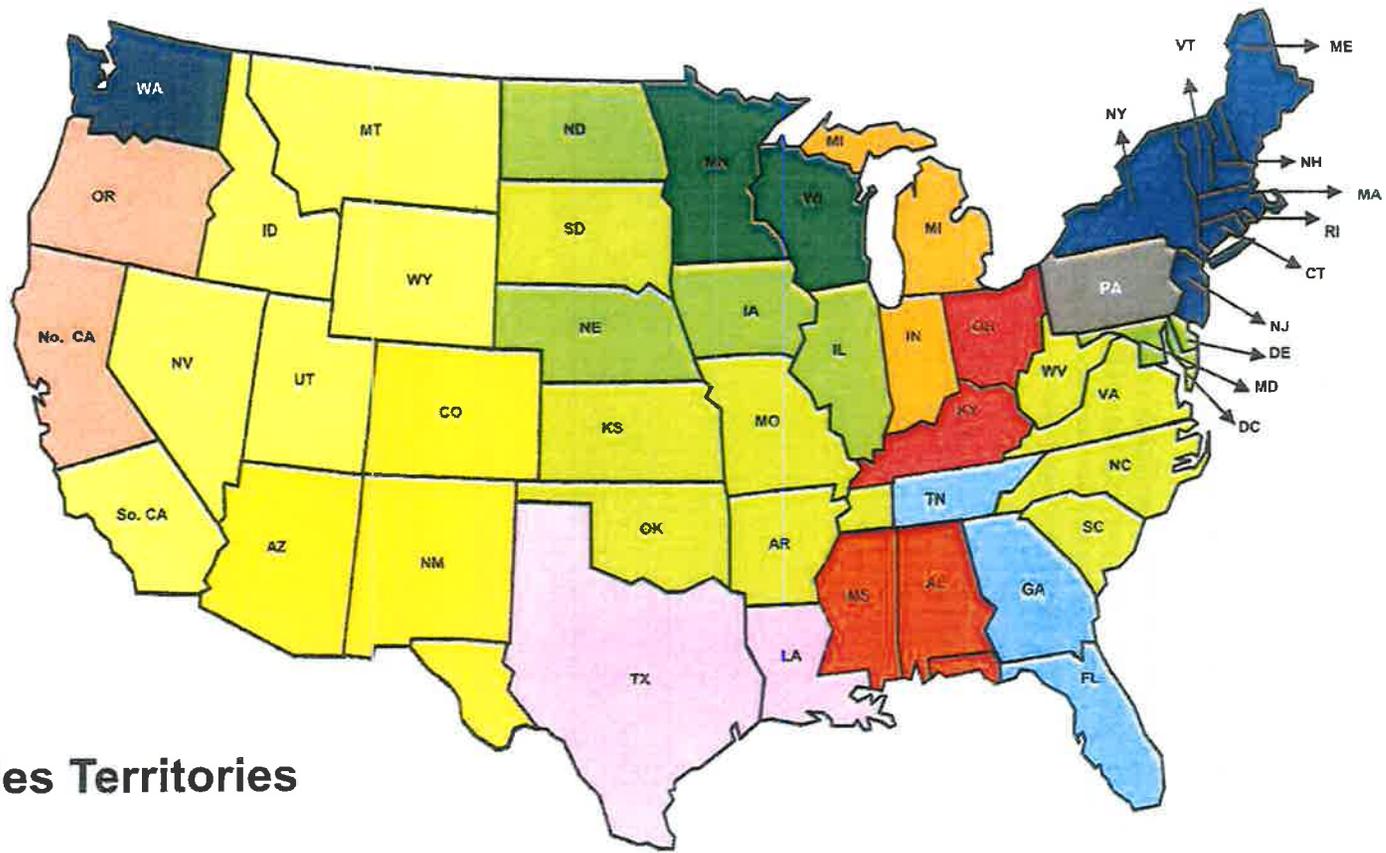
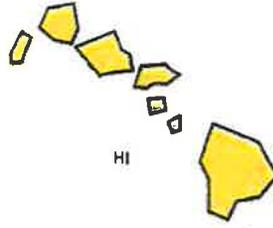
**EXHIBIT C
NATIONAL NETWORK OF DISTRIBUTORS AND INSTALLERS**

The following National Network of Distributors and Installers is an Exhibit to and is incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the "Contract") between the City of Charlotte and Playcore Wisconsin, Inc. d/b/a GameTime.



A PlayCore Company

150 PlayCore Drive SE
Ft Payne, AL 35967
(800) 633-2394



GameTime Sales Territories

- | | | | | | | | | | |
|---|--|---|--|--|---|--|---|---|--|
| <p>PA</p> <p>FL
GA
TN</p> <p>MI
IN</p> <p>KY
OH</p> | <p>AR KS MO
NC OK SC
VA WV</p> <p>CA ID
MT NV
UT WY</p> <p>AK WA</p> | <p>IA NE
ND SD</p> <p>MA ME NJ
NY CT RI
VT NH</p> <p>LA
TX</p> <p>HI</p> | <p>IL</p> <p>No. CA
OR</p> <p>AZ CO
NM TX</p> <p>LA
MS AL
GA
FL</p> <p>AZ CO
NM TX</p> | <p>DE
MD
DC</p> <p>MN
WI</p> <p>AL
FL
MS</p> | <p>Bitting Recreation, Inc.
PO Box 6445
Harrisburg, PA 17112-0445
Tel: (800) 248-8464
Fax: (717) 652-5826
Website: www.bittingrec.com</p> <p>Dominica Recreation Products, Inc.
PO Box 520700
Longwood, FL 32752-0700
Tel: (800) 432-0162
Fax: (407) 331-4720
Website: www.drpinc.com</p> <p>Sinclair Recreation
128 E. Lakewood Blvd
Suite 40
Holland, MI 49424
Tel: (800) 444-4954
Fax: (616) 392-8634
Website: www.sinclair-rec.com</p> <p>David Williams & Associates, Inc.
PO Box 218
1010 Harrison Avenue
Harrison, OH 45030
Tel: (800) 762-7936
Fax: (330) 821-4505
Website: www.davidwilliamsassociates.com</p> | <p>Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
Tel: (800) 438-2780
Fax: (704) 525-7356
Website: www.cunninghamrec.com</p> <p>Great Western Recreation
PO Box 97
Wellsville, UT 84339
Tel: (800) 453-2735
Fax: (435) 245-5057
Website: www.gwpark.com</p> <p>SiteLines Park & Playground Products
626 128th Street, S.W.
Suite 104-A
Everett, WA 98204
Tel: (800) 541-0869
Fax: (425) 347-3056
Website: www.sitelines.com</p> | <p>Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
Tel: (800) 438-2780
Fax: (704) 525-7356
Website: www.cunninghamrec.com</p> <p>Marturano Recreation Co.
PO Box 106
Spring Lake, NJ 07762
Tel: (800) 922-0070
Fax: (732) 974-0226</p> <p>Total Recreation Products
2022 C. Knigge C Rd, Suite C
Cypress, TX 77429
Tel: (800) 392-9909
Fax: (832) 237-3895</p> <p>iPR, Inc.
1481 South King Street
Suite 226
Honolulu, HI 96814
Tel: (808) 845-7788
Fax: (808) 952-5501
Website: www.innovativeplaygroundsandrecreation.com</p> | <p>Cunningham Recreation
2135 City Gate Lane, Suite 300
Naperville, IL 60563
Tel: (800) 942-1062
Fax: (630) 554-3750
Website: www.cunninghamrec.com</p> <p>MRC-Pacific
1030-B Railroad Avenue
Novato, CA 94947
Tel: (415) 899-9996
Fax: (415) 899-9050
Website: www.gametimeorcal.com</p> <p>Triple M Recreation
4638 East Shea Blvd.
Suite B-170
Phoenix, AZ 85028
Tel: (480) 315-9103
Fax: (480) 315-9991
Website: www.triplerec.com</p> | <p>Cunningham Recreation
PO Box 487
Queenstown, MD 21658
Tel: (800) 233-0529
Fax: (410) 827-8855
Website: www.westrecreation.com</p> <p>Minnesota/Wisconsin Playground, Inc.
PO Box 27328
Golden Valley, MN 55427
Tel: (800) 622-5425
Fax: (763) 546-5050
Website: www.mnwiplay.com</p> <p>J.A. Dawson & Co., Inc.
PO Box 1178
Pelham, AL 35124
Tel: (800) 221-8869
Fax: (205) 663-5012</p> |
|---|--|---|--|--|---|--|---|---|--|

GAMETIME DOMESTIC SALES AGENCY CONTACT INFORMATION

Sales Representative Agency	Address - Website - Territory	Telephone & Fax
Bitting Recreation, Inc. Randy Bitting	P. O. Box 6445, Harrisburg, PA 17112 www.bittingrec.com W. PA	800-248-8464 717-652-5826
Cunningham Associates Scott Cunningham	P. O. Box 240981 Charlotte, NC 28224 www.cunninghamrec.com AR, DE, DC, IA, IL, KS, MD, MO, NE, NC, ND, OK, SC, VA, W. TN, WV	800-438-2780 704-525-7356
J. A. Dawson & Co., Inc. Craig Struthers	P. O. Box 1178 Pelham, AL 35124 www.jadawsonco.com AL, FL Panhandle, MS	800-221-8869 205-663-5058
Dominica Recreation Products, Inc. Rob Dominica	P. O. Box 520700 Longwood, FL 32752 www.playdrp.com FL (ex: Panhandle), GA, East/Central TN	800-432-0162 407-331-4720
Great Western Recreation, LLC Tyler Kyriopoulos Lewis Painter	P. O. Box 97 Wellsville, UT 84339 www.gwpark.com ID, MT, NV, UT, WY, S. CA	800-453-2735 435-245-5057
IPR Gideon Naiditch Ian Ross	1481 S. King St., S-226, Honolulu, HI 96814 www.ipr-hawaii.com HI	808-845-7788 808-952-5501
Marturano Recreation Co., Inc. Jim Marturano Brian Gates	P. O. Box 106 Spring Lake, NJ 07762 www.mrcrec.com MA, ME, NJ, NY, CT, RI, VT, E. PA, NH, N. CA, OR	800-992-0070 732-974-0226
Minnesota Wisconsin Playgrnd, Inc Harlan Lehman Ron Lehman	P. O. Box 27328 Golden Valley, MN 55427 www.mnwiplay.com MN, WI	800-622-5425 763-546-5050
Sinclair Recreation, LLC Diane Sinclair Rich Sinclair	P. O. Box 1409 Holland, MI 49422 www.sinclair-rec.com IN, MI	800-444-4954 616-392-8634
Sitelines Park & Playground Gary Max	626 128th St., SW, S-104A, Everett, WA 98204 www.sitelines.com AK, WA	800-541-0869 425-750-7493
Total Recreation Products Bryan O'Conner Kelly O'Conner	17802 Grant Road, Cypress, TX 77429 www.totalrecreation.net LA, TX	800-392-9909 281-351-2493
Triple M Recreation, Inc. Gene Everts Patti Everts	8700 E. Vista Bonita Dr., S-188, Scottsdale, AZ 85255 www.triplemrec.com AZ, CO, NM, W. TX	480-315-9103 480-315-1311
David Williams & Associates Bob Greiwe David Williams	P. O. Box 208, Harrison, OH 45030 www.davidwilliamsassociates.com OH, KY	800-762-7936 330-821-4505

b**Bitting - Bramble Landscapes, LLC. -
Bramble, Mark**

586 Sterling Drive
 Sarver, Pa. 16055
 Bus: (724) 859-0958
 Home: 2018
 Mobile: (724) 859-0958
 E-mail: bramble.landscapes@gmail.com

Bitting - Playground Pros (Hartzell, Lowell)

154 N. Sheridan Road
 Newmanstown, PA 17073
 Bus: (610) 589-1769
 Home: 2018
 Mobile: (610) 413-9832
 Bus Fax: (610) 589-1817
 E-mail: bill@theplaygroundpros.com

c**Cunningham - Blueprint Construction, LLC
(Liles, Robbie S.)**

5 Liles Woods LN
 Garner, NC 27529
 Bus: (919) 210-1589
 Home: 2018
 Bus Fax: (919) 779-9436
 E-mail: RL1Builder@gmail.com

**Cunningham - Carlson Consulting and
Contracting**

1150 Prospect Blvd.
 Waterloo, Iowa 50701
 Bus: (319) 234-8965
 Home: 2016
 Mobile: (319) 415-8365
 Bus Fax: (319) 234-8965
 E-mail: landrn1@msn.com

**Cunningham - Cedar Creek Run
Construction - Stanley, Bill**

24072 Zachery Taylor Hwy.
 Culpeper, Va. 22701
 Bus: (877) 640-9811 / (540) 364-9811
 Home: 2016
 Mobile: (703) 244-5991
 Bus Fax: (540) 825-3445
 E-mail: bstanley@ccrconstructionllc.com

Cunningham - CLS Outdoor Services

112 Nivens Drive
 P O Box 790
 Atoka, TN 38004
 Bus: (901) 428-8836
 Home: 2018
 Mobile: (901) 428-8836
 Bus Fax: (901) 475-0015
 E-mail: Chris@clsoutdoorservices.com

Cunningham - Custom Park Services

8019 E. Old Jessup Road
 PO Box 1098
 Jessup, MD 20794
 Bus: (410) 799-7745 or 877-799-7745
 Home: 2017
 Mobile: (410) 365-0502
 Bus Fax: (410) 579-1284
 E-mail: cpsmike@comcast.net

Cunningham - Custom Playgrounds

9957 N. Alpine Road, Suite 100
 Machesney Park, Il. 61115
 Bus: (815) 708-8540
 Home: 2016
 Mobile: (815) 505-0500
 Bus Fax: (779) 423-2033
 E-mail: mbk5977@hotmail.com

Cunningham - D C Install, LLC.

503 Niagara
 E. Alton, Illinois 62024
 Bus: (618) 531-0848
 Home: 2017
 Mobile: (618) 531-0848
 Bus Fax: (618) 258-9007
 E-mail: donchatham@charter.net
 E-mail 2: donchatam@charter.net

**Cunningham - D G Services, Inc. (Layne,
Kevin)**

181 Springdale Acres Drive
 Mooresville, NC 28115
 Bus: 17047993878
 Home: 2018
 Mobile: 9802302946
 Bus Fax: 7047993878
 E-mail: dgserv@bellsouth.net

**Cunningham - Elanar Construction
Company**

6620 W. Belmont Avenue
 Chicago, IL 60634
 Bus: (773) 628-7011
 Home: 2018
 Mobile: (773) 908-7629
 Bus Fax: (773) 628-7041
 E-mail: ross@elanar.com
 E-mail 2: ross@elanar.com



Cunningham - Fuertes Systems Landscaping, Inc

15100 S. Indian Boundary Rd.
Plainfield, Il. 60544
Bus: (815) 725-2959
Home: 2016
Mobile: (847) 312-9393
Bus Fax: (815) 725-3165
E-mail: furte1@sbcglobal.net

Cunningham - G.L. Stone and Son, Inc. - Gilkerson, Leondis

24 First Street
Hamlin, WV. 25523
Bus: (304) 824-3800
Home: 2016
Mobile: (304) 208-4550
Bus Fax: (304) 824-3848
E-mail: glstoneandson@zoominternet.net

Cunningham - Grass roots, Inc.

501 W. Central Avenue
Davidsonville, MD 21035
Bus: (410) 721-1093
Home: 2016
Mobile: (301) 785-5770
Bus Fax: (301) 858-1039
E-mail: ccook@getgrassroots.com

Cunningham - Green-Up Landscape, Inc.

23940 Andrew Road
Plainfield, IL 60585
Bus: (815) 372-3000
Home: 2017
Mobile: (815) 693-1833
Bus Fax: (815) 372-3005
E-mail: brs@green-up.com

Cunningham - Howard's General Contracting

708 Knightswood Road
Fort Mill, S.C. 29708
Bus: (803) 802-1722
Home: 2017
Mobile: (803) 280-5630
E-mail: lance@howardsgc.com

Cunningham - IDE Construction (Turner, Michael)

18601 Green Street
Washington, NE 68068
Bus: (402) 510-0549
Home: 2018
E-mail: turner.michael.17@gmail.com

Cunningham - Jones & Sons Contracting

11409 Boltomley Road
Thurmont, MD 21788
Bus: (301) 898-3743
Home: 2011
Bus Fax: (301) 898-3743
E-mail: lannajones@msn.com

Cunningham - Kay Jay Construction, Inc.

300 S. Carlton Ave. #160
Wheaton, Il. 60187
Bus: (312) 388-3030
Home: 2016
Mobile: (312) 388-3030
E-mail: fred.conforti@sbcglobal.net

Cunningham - Kenneth Company, The

16W064 Jeans Road
Lemont, Il. 60439
Bus: (630) 679-2750
Home: 2016
Mobile: (630) 514-3632
Bus Fax: (630) 325-2780
E-mail: kcoffice@aol.com

Cunningham - Massanelli Construction, Inc.

105 Bellaire Drive
Hot Springs, Arkansas 71901
Bus: (501) 318-7618
Home: 2016
Mobile: (501) 318-7618
Bus Fax: (501) 321-8083
E-mail: TMASSarelli25@yahoo.com

Cunningham - Monkebar Builders, L.L.C.

1214 Towanda Ave., Upper Level
Bloomington, IL 61701
Bus: (309) 829-9111
Home: 2016
Mobile: (309) 825-9111
Bus Fax: (309) 829-5555
E-mail: monkeko@comcast.net

Cunningham - Moore Recreational Products, Inc.

PO Box 472747
Charlotte, NC 28247
Bus: (704) 905-3665
Home: 2017
Mobile: (704) 905-3665
Bus Fax: (704) 643-1369
E-mail: Moorerecreation@gmail.com



Cunningham - Old South Building Corp - Deeds, Rob

1622 Brandon Ave.
Petersburg, Va. 23805
Bus: (804) 307-9307
Home: 2016
Mobile: (804) 307-9307
Bus Fax: (804) 733-1110
E-mail: rob@oldsouthbuild.com

Cunningham - Ozark Mountain Installations, Inc.

9706 Lawrence 2237
Monett, MO 65708
Bus: (417) 235-9475
Home: 2018
Mobile: (417) 235-9475
Bus Fax: (417) 236-0897
E-mail: j.m.pass2@yahoo.com

Cunningham - ParkScape Solutions LLC (Woods, Wayne O.)

8226C Hwy J
Black, MO 63625
Bus: (573) 269-4450
Home: 2017
Mobile: (573) 701-3294
E-mail: wayne@parkscapecolutions.com

Cunningham - Play Structure Plus

364 East Main Street, Suite 172
Middletown, De. 19709
Bus: (302) 528-8791
Home: 2016
Mobile: (302) 528-8791
Bus Fax: (302) 378-0747
E-mail: markmacdonald4@verizon.net

Cunningham - Play-N-Scape, Inc.

190 Briarwod Drive
Crystal Lake, IL 60014
Bus: (815) 693-2769
Home: 2016
Mobile: (815) 459-6758
Bus Fax: (815) 459-5790
E-mail: playnscape@comcast.net

Cunningham - Prestige Landscaping Solutions - Mullins, Jason

5001 NW 10 Apt. 905
Oklahoma City, Ok. 73127
Bus: (405) 885-2015
Home: 2014
Mobile: (405) 820-8304
Bus Fax: (405) 849-2739
E-mail: jmullen@pssokc.net

Cunningham - Reese Construction Company

3720 Lucky Drive
Apex, N.C. 27539
Bus: (919) 329-5501
Home: 2017
Mobile: (919) 427-4685
Bus Fax: (919) 329-5503
E-mail: reeseconstruction@hotmail.com

Cunningham - RJR Enterprises, Inc.

804 N 42nd Street
Rogers, AR 72756
Bus: (479) 936-1092
Mobile: (479) 621-3939
E-mail: RonBrown@nwarjr.com

Cunningham - Robert Kremers Construction

515 S. 86th Street
Omaha, NE 68114
Bus: (402) 658-3357
Home: 2017
Mobile: (402) 658-3357
Bus Fax: none
E-mail: bobkremers1@aol.com

Cunningham - Triad Property Services, Inc.

962 Wiley Lewis Road
Greensboro, NC 27406
Bus: (336) 378-1541
Home: 2017
Mobile: (336) 337-1930
Bus Fax: (336) 378-1541
E-mail: brentattps@triad.rr.com

Cunningham - Woods Const. Serv.

8226B Hwy. J
Black, Mo. 63625
Bus: (573) 269-1113
Home: 2017
Mobile: (573) 701-3294
Bus Fax: (573) 269-1033
E-mail: wayne@woodsconstructionservices.com

C**Cunningham - Zogg & Associates (Zogg, Brent)**

27610 90th Avenue
 Donahue, IA 52746
 Bus: (563) 210-2943
 Home: 2018
 E-mail: zoggdesign@netins.net

Cunningham -Hyde Construction (Hyde, John)

1325 South Bates Avenue
 Springfield, IL 62704
 Bus: (217) 891-4618
 Home: 2018
 E-mail: Backstp23@yahoo.com

d**Dawson, J. A.**

P.O. Box 1178
 Pelham, AL 35124
 Bus: (205) 663-5058
 Home: 2017
 Mobile: (205) 368-4365
 Bus Fax: (205) 663-5012
 E-mail: cstruthers@jadawsonco.com

Dominca - D.W. Recreation Services, Inc. (West, Donald)

2500 NW 79th Ave. #258
 Doral, FL 33122
 Bus: (561) 433-4709
 Home: 2017
 Mobile: (561) 818-4819
 E-mail: dwrecreation@bellsouth.net

Dominica - John Fitzgerald, Inc.

P.O. Box 655
 Sanford, FL 32772

412 Mattie St.
 Sanford, FL 32773
 Bus: (407) 323-8822
 Home: 2018
 Mobile: (407) 920-2256
 Bus Fax: (407) 323-0999
 E-mail: julie@fivestarininstallers.com

Dominica Recreation Products - Copponex Group LLC (Copponex, Glen)

1478 Highway 124
 Auburn, GA 30011
 Bus: (770) 421-5252
 Home: 2017
 Mobile: (770) 846-2120
 E-mail: greg@copponexgroup.com

Dominica Recreation Products - Outdoor Construction

134 Stanley Court Sutie#E
 Lawrenceville, GA 30046
 Bus: (770) 995-8430 Toll Free 877-995-1100
 Home: 2017
 Mobile: (678) 234-7489
 Bus Fax: (886) 536-5244
 E-mail: terry@occ-ga.com
 E-mail 2: occga@aol.com

Dominica Recreation Products - Pelican Playground Maintenance LLC (De Armond, William)

Suite 202 Dept 213
 Fort Myers, FL 33912
 Bus: (239) 284-7335
 Home: 2018
 E-mail: Billy@pelicanplaygroundmaintenance.com

g**Great West Park and Play - C S Construction (Amick, Chris)**

13049 Lynn Christi Ave
 Bakersfield, CA 93314
 Bus: (661) 978-9748
 Home: 2017
 E-mail: csconstruction@bak.rr.com

Great West Park and Play - California Landscape & Design, Inc. (Kammerer, Steve)

273 N. Benson Avenue
 Upland, CA 91786
 Bus: (909) 949-1601
 Home: 2017
 Mobile: (909) 215-7439
 Bus Fax: (909) 981-9368
 E-mail: skammerer@calandscape.com



Great West Park and Play - Childs Play

1852 Langley Ave
Irvine, CA 92614
Bus: (949) 252-1186
Home: 2017
Mobile: (714) 709-1782
E-mail: chris@childsplaygrounds.com

Great West Park and Play - Cicero Engineering, Inc.

1372 E. Valencia Drive
Fullerton, Ca. 92831
Bus: (714) 871-2800
Home: 2017
Mobile: (562) 762-5147 Frank Cicero
Bus Fax: (714) 871-2801
E-mail: fcicero@ciceroengineering.com

Great West Park and Play - Coastal Park and Recreation - Lapp, Doug

3075 Falda Road
Atascadero, Ca. 93422
Bus: (805) 441-2952
Home: 2018
Mobile: (805) 441-2952
E-mail: doug@coastalparkandrec.com

Great West Park and Play - Distinctive Exteriors, Inc. - Aikens, Phil

6625 South Valley View Blvd
Suite 212
Las Vegas, NV 89118
Bus: (702) 385-4555
Home: 2014
Mobile: (702) 286-7091
E-mail: phil@vegsexteriors.com

Great West Park and Play - Evans Recreation Installation, Inc.

P.O. Box 42607
Las Vegas, Nevada 89116
Bus: (702) 271-8170
Home: 2016
Mobile: (702) 271-8170
Bus Fax: (702) 926-9685
E-mail: doug.e@evansrecreation.com

Great West Park and Play - Evergreen Environment, Inc. (Sandoval, Juan)

8609 Mission Blvd
Riverside, CA 92509
Bus: (951) 332-2218
Home: 2018
Mobile: (951) 337-1757
Bus Fax: (951) 332-2219
E-mail: juan@evergreenenvironment.net

Great West Park and Play - Fullmer Brothers Landscape Maintenance, Inc. (Newbold, Craig)

1825 N. 1450 W
Lehi, Utah 84043
Bus: (801) 571-9899
Home: 2018
Mobile: (801) 671-6257
E-mail: craig@fullmerbrothers.com

Great West Park and Play - Garden Shop Nursery Landscaping

1978 Frazier Avenue
Sparks, Nv. 89431
Bus: (775) 358-3080
Home: 2018
Mobile: (775) 221-0935
Bus Fax: (775) 358-3084
E-mail: gslmike@sbcglobal.net

Great West Park and Play - Great Western Installations - Olson, Derek

Great Western Installations
PO Box 97
Wellsville, Ut. 84339
Bus: (800) 453-2735
Home: 2017
Mobile: Steve (435) 760-5100 / Derek (858) 337-9195
Bus Fax: (435) 245-5057
E-mail: steve@gwpark.com

Great West Park and Play - K.C. Equipment

413 S. Magnolia Ave.
El Cajon, CA 92020
Bus: (619) 443-9730
Home: 2013
Bus Fax: (619) 443-9729
E-mail: info@kcequipmentinc.com

Great West Park and Play - Linnert Builders

1675 No. Shaffer St.
Orange, CA 92867
Bus: (714) 974-4393
Home: 2018
Mobile: (714) 606-4951
Bus Fax: (714) 974-4393
E-mail: blinnert@socal.rr.com

g**Great West Park and Play - Malibu Pacific Tennis Courts, Inc.**

31133 Via Colinas, Suite 107
 Westlake Village, CA 91362
 Bus: (818) 707-3797
 Home: 2013
 Mobile: (818) 991-7445
 Bus Fax: (818) 706-1951
 E-mail: phil@malibupacific.com

Great West Park and Play - Play Foundations, Inc. (Cox, jack)

1330 N. Melrosed Drive Suite F
 Vista, CA 92083
 Bus: 17602958645
 Home: 2018
 Mobile: 17604209689
 Bus Fax: 17602958651

Great West Park and Play - PSI

1747 Colgate Drive
 Thousand Oaks, CA 91360
 Bus: (805) 494-3401
 Home: 2018
 Mobile: (818) 618-2333
 Bus Fax: (805) 494-3343
 E-mail: gdonahoe@ix.netcom.com

Great West Park and Play - Quality Time Recreation

P.O. Box 471
 Clearfield, Ut 84089
 673 W. 1860 N.
 Clinton, Ut. 84015
 Bus: (801) 718-5367
 Home: 2018
 Mobile: (801) 718-5367
 Bus Fax: (801) 728-3558
 E-mail: qtrec@comcast.net

Great West Park and Play - Rasco Construction, Inc.

6588 West 10900 North
 Highland, Utah 84043
 Bus: (801) 360-1723
 Home: 2018
 Mobile: (801) 360-7123
 Bus Fax: (801) 763-7664
 E-mail: Tylertdr@yahoo.com

Great West Park and Play - Recreation Installation

1321 N. Lewis Peak Drive
 Ogden, Utah 84401
 Bus: (801) 388-6980
 Home: 2018
 Bus Fax: (801) 393-2745
 E-mail: julio_membreno@yahoo.com

Great West Park and Play - Zasueta Contracting, Inc.

PO Box 866
 Spring Valley, CA 91976
 Bus: (619) 589-0609
 Home: 2016
 Mobile: (619) 843-4048
 Bus Fax: (619) 697-6031
 E-mail: azplaygrounds@yahoo.com

Great West Park and Play -Unlimited Engineering Contracting, Inc. (Carter, Kevin)

950 Firestone Circle
 Simi Valley, CA 93065
 Bus: (805) 587-7514
 Home: 2017
 Mobile: (818) 652-6922
 E-mail: unlimitedengineering101@yahoo.com

i**IPR\$ Hawaii Sagum, Danielle**

1481 S. King Street
 Suite 226
 Honolulu, HI 96814
 Bus: (808) 952-7788
 Home: 2017
 Mobile: (808) 679-1113
 E-mail: danielle@ipr-hawaii.com

m**Marturano - A & H contracting**

33 Eastwood Blvd.
 Manalapan, N.J. 07726
 Bus: (732) 972-0006
 Home: 2015
 Mobile: (732) 672-3236
 Bus Fax: (732) 972-0555
 E-mail: ahcontractinginc@aol.com



**Marturano - AAH Constuction Corp.
(Cinquemani, Led)**

21-77 31st Street Suite 107
Astoria, NY 11105
Bus: (718) 267-1300
Home: 2018
Mobile: (917) 709-2021
Bus Fax: (718) 726-1474
E-mail: leoc@aahconstruction.com

Marturano - Buzz Burger Incorporated

13 Twin Pine Way
Glen Mills, PA 19342
Bus: (610) 399-3035
Home: 2016
Mobile: (610) 304-9040
Bus Fax: +1 (610) 399-3375
E-mail: buzz@buzzburgerinc.com

Marturano - California Playground Builders

1490 Norman Ave.
Santa Clara, Ca. 95054
Bus: (408) 748-1220 or (408) 314-3363
Home: 2013
Mobile: (408) 438-2141
Bus Fax: (408) 748-1128
E-mail: jeff@built2play.com

**Marturano - Central Jersey Landscaping,
Inc.**

523A Chesterfield-Arneytown Road
Chesterfield, N.J. 08515
Bus: (609) 298-2450
Home: 2016
Mobile: (609) 722-2082
Bus Fax: (609) 298-2436
E-mail: Mike_CJL@Verizon.net

Marturano - CMJ Construction, Inc.

40 fenton way
Bangor, ME 04401
Bus: (603) 828-5225
Home: 2018
Mobile: (603) 828-5225
Bus Fax: (207) 942-5776
E-mail: Chaddah@aol.com

Marturano - Community Playgrounds, Inc.

200 Commercial Street
Vallejo, Ca. 94589
Bus: (415) 892-8100
Home: 2017
Mobile: (415) 559-8883 / 415-725-8923
Bus Fax: (415) 892-3132
E-mail: cwear@commplay.us

Marturano - Currie Grove, LLC

300 Old Reading Pike
Bldg. 1, Suite 102
Stowe, Pa. 19464
Bus: (610) 970-8846
Home: 2017
Mobile: (610) 310-5926
Bus Fax: (610) 970-4719
E-mail: curriegrove@aol.com

**Marturano - Dakota Excavating Contractor,
Inc.**

200 East Church St.
Bergenfield, NJ 07621
Bus: (201) 439-1000
Mobile: (201) 954-5301
Bus Fax: (201) 439-0444
E-mail: opiedak@aol.com

Marturano - G & G Builders

4542 Contractors Place
Livermore, Ca. 94551
Bus: (925) 846-9023
Home: 2017
Mobile: (925) 570-7606
Bus Fax: (925) 846-9152
E-mail: gcallahan@ggbuildersinc.com

**Marturano - Harris Fence Corp. (Harris,
Jim)**

4492 Route 130
Burlington, NJ 08016
Bus: (609) 387-4050
Home: 2017
Mobile: (609) 517-7613
E-mail: harrisfence@yahoo.com

Marturano - Horizon Concepts, Inc.

53 West Hills Road
Huntington Station, N.Y. 11746
Bus: (631) 271-1963
Home: 2016
Mobile: (516) 864-1522
Bus Fax: (631) 271-1975
E-mail: jhines@horizonconceptsinc.net

**Marturano - Kamback Bros. LLC (Kamback,
Greg)**

54 E. Lagoona Drive
Brick, NJ 08723
Bus: (732) 558-3868
Home: 2017
Mobile: (732) 558-3868
Bus Fax: (732) 477-0046
E-mail: gregKamback@comcast.net



**Marturano - Kel-Tech Construction, Inc. -
Kelleher, Vincent**

12-11 Redfern Ave.
Queens, N.Y. 11691
Bus: (718) 383-3353
Home: 2017
Mobile: (917) 682-3988
Bus Fax: (718) 337-3360
E-mail: vk@keltechconstruction.com

Marturano - Kidzzplay Installation Services

126 Covered Bridge Road
Warwick, N.Y. 10990
Bus: (800) 851-7748
Home: 2016
Mobile: (845) 742-1745
E-mail: cs@kidzzplay.com

**Marturano - Lobo Construction Services,
Inc.**

250 Orchard Road
East Patchogue, NY 11772
Bus: (631) 286-6184
Home: 2018
Mobile: (516) 807-8462
Bus Fax: (631) 286-6194
E-mail: loboservices@yahoo.com

**Marturano - M & M Site Improvement, Inc.
(Mcpherson, Robert)**

53 Gladstone Road
New Rochelle, NY 10805
Bus: (917) 679-1012
Home: 2018
Bus Fax: (914) 813-8639
E-mail: rem129@aol.com

**Marturano - Marrs Playground Installation,
Co.**

16860 Paula Road
Madem, Ca. 93636
P.O. Box 318
Friant, Ca. 93626
Bus: (559) 479-8490
Home: 2017
Mobile: (559) 930-1700
Bus Fax: (559) 479-8490
E-mail: quincymarrs@comcast.net

Marturano - Pat Corsetti, Inc.

610 Fenimore Road
Mamaroneck, NY 10543
Bus: (914) 698-5024
Home: 2017
Mobile: (914) 403-4346
Bus Fax: (914) 698-6746
E-mail: acorsetti@prodigy.net

**Marturano - Performance Flooring Systems
(Melville, Garth)**

289 Milton Road
Rye, NY 10580
Bus: (917) 930-1521
Home: 2018
Mobile: (917) 930-1521
E-mail: garth@sportcourtventures.com

**Marturano - Picerno-Giordano
Construction, LLC (Richard Picerno)**

200 Market Street
Kenilworth, NJ 07033
Bus: (908) 241-4331
Home: 2017
Mobile: (908) 296-0505
Bus Fax: (908) 241-7854
E-mail: Rich@picernogiordano.com

Marturano - Playgrounds Unlimited, Inc

980 Memorex Drive
Santa Clara, CA 95050
Bus: (408) 244-9848
Home: 2016
Mobile: (408) 639-4565
Bus Fax: (408) 330-9256
E-mail: mikea@playgroundsunlimited.net

**Marturano - Rubberecycle, LLC. - Gates,
Brian**

P.O. Box 106
Springlake, N.J. 07762
Bus: (800) 922-0070
Home: 2014
Mobile: (732) 433-6121
Bus Fax: (732) 947-0226
E-mail: bgates@mrcrec.com

**Marturano - Scott Construction of
Rochester, Inc.**

23 Wells Street
Rochester, NY 14611
Bus: (585) 370-6331
Home: 2018
Mobile: (585) 370-6331
Bus Fax: (585) 325-2893
E-mail: mscott1299@hotmail.com



Marturano - Shawn T. Gardner Builders

2882 Robert Court
Redding, CA 96002
Bus: (530) 222-2771
Home: 2015
Mobile: (530) 945-2041
Bus Fax: (530) 222-3269
E-mail: gardner7878@sbcglobal.net

Marturano - Silagy Contracting, LLC.

614 Old Post Road
Edison, NJ 08817
P.O. Box 1096
Edison, N.J. 08817
Bus: (732) 287-5544
Home: 2018
Mobile: (732) 921-0780
Bus Fax: (732) 287-8978
E-mail: rsilagy@silagycontracting.com

Marturano - TAJ Assoc

335 Clifton Ave,
Staten Island, NY 10305
Bus: (718) 415-4555
Home: 2018
Mobile: (917) 577-8274
Bus Fax: (718) 442-2567
E-mail: tajassociatesusa@gmail.com

Marturano - Tec-Con Contractors, Inc.

9 Dodd Street
East Orange, NJ 07017
Bus: (973) 674-9191
Home: 2011
Bus Fax: (973) 674-2834
E-mail: Tec_Con@comcast.net

Marturano - Titan Development, Inc.

8534 Seaman Rd
Gasport, NY 14067
Home: 2018
Mobile: (716) 913-5957
E-mail: bjbvwood@yahoo.com

Marturano - Whirl Construction

187 Main Street,
P.O. Box 110
Port Monmouth, NJ 07758
Bus: (732) 495-3715
Home: 2017
Mobile: (732) 496-5706
Bus Fax: (732) 495-6133
E-mail: info@whirlconstruction.net

Marturano - Who Built Creative Builders

80 Alta Dr.
Petaluma, CA 94954
P.O. Box 5207
Petaluma, CA 94955
Bus: (707) 763-6210
Home: 2017
Mobile: (707) 696-7734
Bus Fax: (707) 658-2513
E-mail: jana@whobuilt.biz

Minnesota&Wisc. - C.K.&C. Installation, Inc.

12735 - 274th Circle
Zimmerman, MN 55398
Bus: (763) 856-5293
Home: 2018
Mobile: (763) 244-0188
Bus Fax: (763) 856-0536
E-mail: tucker@izoom.net

Minnesota&Wisc. - Southern Coating Systems

8960 205 St. West #432
Lakeville, MN 55044
Bus: (952) 469-3439
Bus Fax: (952) 469-3430
E-mail: scssafetup@frontiernet.net



Sinclair Recreation - G & C Contracting, LLC. - Krohn, Geoff

16801 S. Mill Creek Rd.
Noblesville, In. 46062
Bus: (317) 694-4373
Home: 2016
Mobile: (317) 694-4373
Bus Fax: (317) 770-7482
E-mail: gandcontract@comcast.net

Sinclair Recreation - Michigan Recreational Construction, Inc. Sheffer, Craig A.

P.O. Box 2127
Brighton, MI 48116
1019Victory Drive
Howell, Mi. 48843
Bus: (517) 545-7122
Home: 2016
Mobile: (313) 806-8406
Bus Fax: (517) 545-7144
E-mail: craig@buildingfun.com



Sinclair Recreation - Play Builders LLC

128 E. Lakewood Blvd
Suite 40 B
Holland, MI 49424
Bus: (616) 218-1053
Home: 2011
Mobile: (616) 218-1053
Bus Fax: (616) 994-0345
E-mail: rich@sinclair-rec.com

Sinclair Recreation - Pro Installation Plus, Inc.

60-B W.Terra Cotta Avenue #185
Crystal Lake, IL 60014
Bus: (815) 479-7220
Home: 2017
Bus Fax: (815) 479-7221
E-mail: playinstal@aol.com

Sinclair Recreation - Rent A Son

2294 S. Hickory Ridge Road
Milford, Mi. 48380-1920
Bus: (989) 233-3210
Home: 2018
Mobile: (989) 233-3210
E-mail: wuerf3@aol.com

Sitelines - Cascade Mini Excavating, Inc.

1266 Bay Loop S.W.
Tumwater, Wa. 98512
Bus: (360) 556-3552
Home: 2018
Mobile: (360) 556-3544
E-mail: install@cmeplay.net

Sitelines - G.R. Morgan Construction

10536 S.W. 25th Avenue
Portland, OR 97219
Bus: (503) 452-4268
Home: 2018
Mobile: (503) 803-4802
Bus Fax: (503) 245-4872
E-mail: geo_morgan@msn.com

Sitelines - L.W. Sundstrom, Inc.

P.O. Box 893
Ravensdale, Wa. 98051
Bus: (206) 730-8901
Home: 2017
Mobile: (206) 730-8901
Bus Fax: (425) 413-2533
E-mail: len@lwsundstrom.com

Sitelines - Picture Perfect Playgrounds Stoddard, Curtis

P.O. box 807
Ashton, ID 83420
Bus: (208) 652-3284
Home: 2016
Mobile: (208) 521-0161
Bus Fax: (208) 652-3285
E-mail: bookkeeper@pictureperfectplaygrounds.com

Sitelines - Precision Recreation Contractors, Inc.

6821 S.E. Johnson Creek BLVD.
Portland, OR 97206
Bus: (503) 788-4002
Home: 2018
Mobile: (503) 572-8248
Bus Fax: (503) 788-4003
E-mail: ed@precisionrecreation.com

Sitelines - Proexc, LLC (Kyllonen, James)

P.O. box 2803
Battleground, WA 98604
Bus: (360) 666-9276
Home: 2018
E-mail: office@proexcllc.com

Sitelines - Prosser & Sons

North 5544 Drumheller
Spokane, WA 99205-7509
Bus: (509) 326-4907
Home: 2015
Mobile: (509) 993-2840
Bus Fax: (509) 326-4907
E-mail: gmprosser@juno.com

Sitelines - R & R Construction, Inc.

P.O. Box 10
Carbonado, WA 98323
Bus: (360) 829-2300
Home: 2018
Mobile: (253) 350-7449
Bus Fax: (360) 829-2700
E-mail: wendy@rrconinc.com



Total Recreation - Barcon Construction

143 EL Cerrito Circle
San Antonio, TX 78232
Bus: (210) 867-2278
Home: 2019
Mobile: (210) 867-2278
Bus Fax: (210) 867-9500
E-mail: bpassini_barcon@yahoo.com



Total Recreation - Cross Country

3804 Simmons Creek Lane
Flower Mound, Tx. 75022-5495
Bus: (972) 355-8580
Home: 2018
Mobile: (972) 768-1713
Bus Fax: (972) 355-2902
E-mail: cross.country.corp@gmail.com

Total Recreation - Crosswinds Contracting, Inc. (Les Shannon)

905 Sandy Beach Drive
Conroe, TX 77304
Bus: (936) 522-8522
Home: 2018
Mobile: (936) 522-8522
E-mail: lesshannon@mac.com

Total Recreation - DecorCrete, Inc. - Schaeffer, Charles

154 Oak Lane
Chatham, La. 71226
Bus: (318) 249-2016
Home: 2018
Mobile: (832) 202-9838
E-mail: charlie@decorcrete.com

Total Recreation - Indian Nations Ent - Liles, Mike Garvin / Jeff

10252 Mustang Run
Forney, Tx. 75126
Bus: (214) 704-2115
Home: 2017
Mobile: (214) 704-2115
Bus Fax: (972) 564-5755
E-mail: jliles@gmail.com

Total Recreation - Majestic Playground Services, LLC. Givens, Maury Scot

30274 White Egret Street
Denham Springs, La. 70726
Bus: (225) 667-3062
Home: 2017
Mobile: (225) 937-0791
Bus Fax: (225) 667-3035
E-mail: scotgivens@cox.net

Total Recreation - Paradigm Contracting, LLC. - Bergold, Helen

10719 Twilight Vista
Austin, Tx. 78736
Bus: (512) 300-3636
Home: 2017
Mobile: (512) 300-3636
Bus Fax: (512) 692-2947
E-mail: helen@paradigmcontract.com

Total Recreation - Pro Playground Installations, Inc - Schrock, Don

4 Wedgewood Blvd
Conroe, Tx. 77304
Bus: (936) 443-7235
Home: 2018
Mobile: (936) 443-7235
Bus Fax: (936) 441-3341
E-mail: don@schrockenterprise.com

Total Recreation - RGH Landscape, Inc.

P.O. Box 51376
Amarillo, TX 79159
Bus: (806) 358-4222
Home: 2016
Mobile: (806) 674-2810
Bus Fax: (806) 358-4222
E-mail: rghall1@suddenlink.net

Total Recreation - Simmons Builders General Contractor, Inc.

3804 Simmons Creek Lane
Flower Mound, TX 75022-5495
Bus: (972) 355-8580
Home: 2018
Mobile: (972) 768-1719
Bus Fax: (972) 355-2902
E-mail: simmons.buildersgc@gmail.com
E-mail 2: simmonsbuilders@comcast.net

Total Recreation - Wade Contractors, Inc.

23024 Yupon
Porter, TX 77365
Bus: (281) 354-1934
Home: 2018
Mobile: (281) 435-8004
Bus Fax: (501) 204-4034
E-mail: Wade Contractors, Inc.

Triple M Recreation - Four Rivers, LLC. - Leck, Kris

615 E. Walnut Street
Deming, NM. 88030
Bus: (575) 494-5788
Home: 2018
Mobile: (575) 494-5788
E-mail: kris@lecklandscape.com



Triple M Recreation - Hansen & Prezzano Builders LLC

PO Box 359
Peralta, NM 87042
Bus: (505) 865-3900
Home: 2018
Mobile: (505) 228-1130
Bus Fax: (505) 865-3922
E-mail: hansenprezzano@qwestoffice.net

Triple M Recreation - Premier Construction Corporation

899 W. Daniel RD
San Tan Valley, AZ 85143
Bus: (520) 429-5245
Home: 2018
Mobile: (520) 429-5245
Bus Fax: (520) 529-1301
E-mail: alex@premiercorp.us

Triple M Recreation - Progressive Playgrounds, Inc.

12784 N. 3rd St.
Paskes, CO 80134
Bus: (303) 805-8992
Home: 2014
Mobile: (303) 324-7900
Bus Fax: (303) 805-8991
E-mail: mkhickman@msn.com

Triple M Recreation - Triclops Services, LLC

720 Austin Ave. #200
Erie, Co. 80516
Bus: (720) 323-8845
Home: 2017
Mobile: (720) 323-8845
Bus Fax: (303) 833-4460
E-mail: blake@irwin-companies.com



WI Playground - Captured Live

12 Narhanial Chrichlow Drive
Valsayn
Trinida
Bus: (868) 689-9896
Home: 2018
Mobile: (868) 689-9896
E-mail: capturedlivett@gmail.com

Williams, David - C & W Construction

15743 Terramont NE
Minerva, Oh. 44657
Bus: (330) 495-8590
Home: 2017
Mobile: (330) 495-8590
Bus Fax: (330) 821-4505
E-mail: charlie@cpsionline.com

Williams, David - Playground Equipment Services, LLC

8510 Coyhill Lane
Cincinnati, Ohio 45239
Bus: (513) 923-2333
Home: 2017
Mobile: (513) 236-6906
Bus Fax: (513) 923-2444
E-mail: eric@playgroundequipmentservices.com

Williams, David - Walter Schunk Excavating & Trucking, Inc.

P.O. Box 56
Miamitown, OH 45041
Bus: (513) 353-4760
Home: 2017
Mobile: (513) 659-9702
Bus Fax: (513) 738-0684
E-mail: toddschunk@yahoo.com

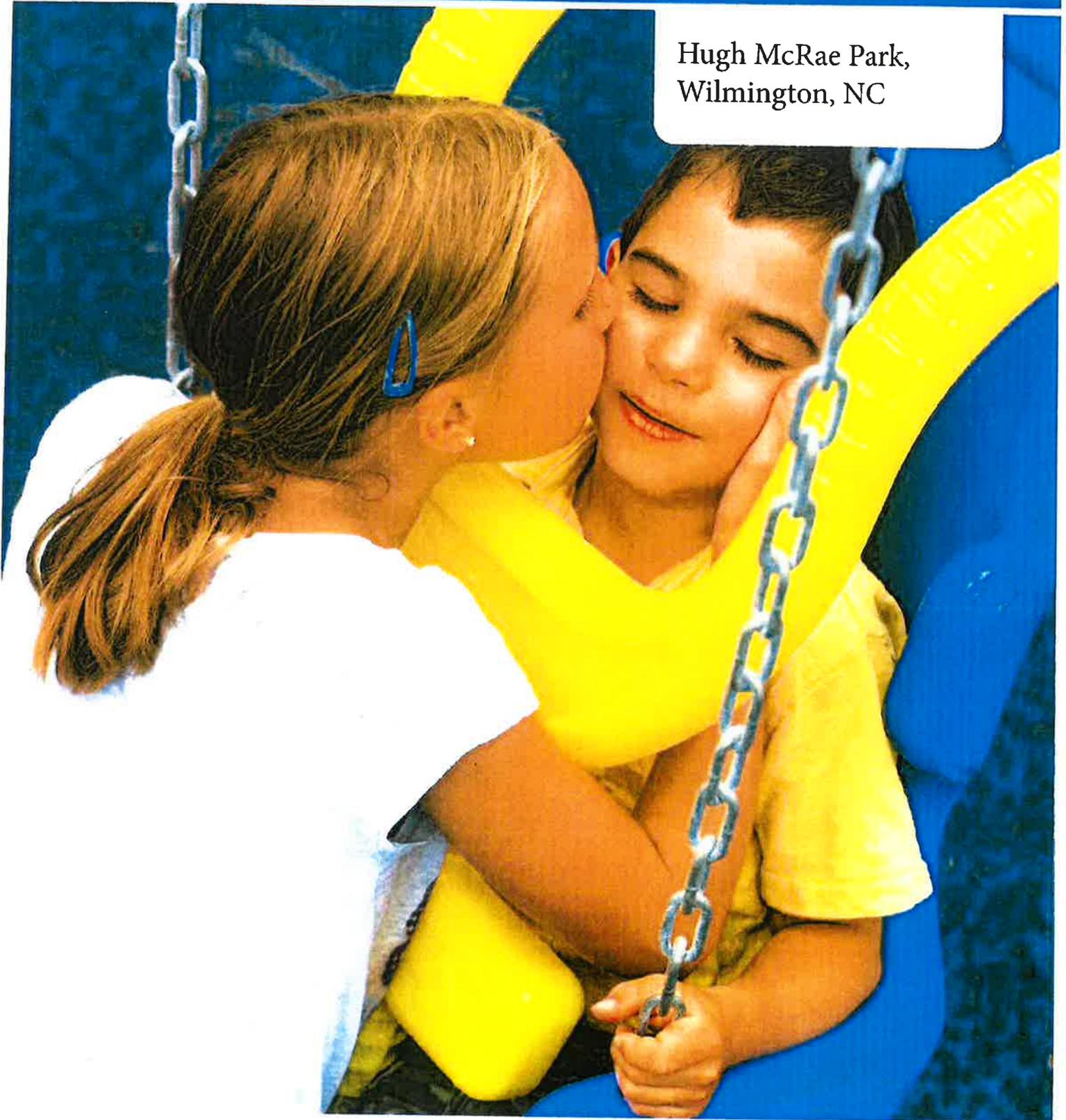
Contract No. 2017001134
Vendor No. 121531

**EXHIBIT D
FREIGHT RATE SCHEDULES**

The following Freight Rate Schedules are an Exhibit to and is incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the "Contract") between the City of Charlotte and Playcore Wisconsin, Inc. d/b/a GameTime.

25 - Freight Rates

Hugh McRae Park,
Wilmington, NC



Contract No. 2017001134
Vendor No. 121531

**EXHIBIT E
PRODUCT WARRANTIES**

The following Product Warranties are an Exhibit to and is incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the "Contract") between the City of Charlotte and Playcore Wisconsin, Inc. d/b/a GameTime.

REQUEST FOR PROPOSAL 269-2017-028
SECTION 20 WARRANTY DIRECTORY

File No.	Provider
24.00	Warranty Directory
20.01	GameTime Playground Equipment
20.02	GTImpax
20.03	GTShade
20.04	BigToys (and EaryWorks-NatureRocks)
20.05	Colorado Time Systems MultiSport Scoreboards
20.06	Colorado Time Systems Timing Systems
20.07	Dero
20.08	Everlast
20.09	GT Grandstands
20.10	Harmony
20.11	NRS
20.12	Power Systems
20.13	Spectrum Aquatics
20.14	The Fountain People
20.15	UltraPlay
20.16	UltraSite - UltraShade - UltraShelter
20.17	Water Odyssey

Note: some warranties cover multiple product offerings

150 PlayCore Drive, SE
Fort Payne, Alabama 35967
Telephone: 256/845-5610
Facsimile: 256/845-9361
Email: service@gametime.com



A PLAYCORE Company

GAMETIME® WARRANTIES

GameTime provides warranties on all materials and workmanship for one year, excluding vandalism.

In addition, GameTime offers:

- ✓ Lifetime limited warranty on PowerScape®, PrimeTime®, Xscape® & IONiX® uprights.
- ✓ Lifetime limited warranty on all hardware.
- ✓ Lifetime limited warranty on GameTime PowerScape Tru-Loc® connections.
- ✓ Lifetime limited warranty on PrimeTime and Xscape bolt-through connections.
- ✓ Fifteen-Year limited warranty on metal decks, pipes, rungs, rails and loops.
- ✓ Fifteen-Year limited warranty on rotationally molded products.
- ✓ Five-Year limited warranty on glass fiber reinforced concrete PlayWorx structures.
- ✓ Five-Year limited warranty on glass fiber reinforced polymers Tuff Forms sculptures.
- ✓ Twenty-Year limited warranty on Timber Décor™ & Timbers recycled plastic lumber.
- ✓ Five-Year limited warranty on nylon-covered cable net climbers and components.
- ✓ Ten-Year limited warranty on pressure-treated pine and redwood products.
- ✓ Ten-Year limited warranty on Advanced, Elite & stationary Base Series posts & bars.
- ✓ Ten-Year limited warranty on site furnishings.
- ✓ Ten-Year limited warranty on integrated GTShade® products.
- ✓ Ten-Year limited warranty on fiberglass and DHPL signage.
- ✓ Five-Year limited warranty on Super Seats™.
- ✓ Three-Year limited warranty on SaddleMates® rubber and "C"-springs.
- ✓ One-Year limited warranty on all other GameTime products.

All warranties specifically exclude damage caused by vandalism; negligence, improper installation or improper use; changes in appearance resulting from weathering; scratches, dents or marring as a result of use. Warranties are valid only if products are installed and maintained in accordance with GameTime instructions and use approved parts.



FIFTEEN YEAR LIMITED (PERFORMANCE) WARRANTY

Effective June 1, 2008

GameTime warrants the GT Impax Engineered Wood Fiber Surfacing installation to the original purchaser for a period of fifteen (15) years from date of installation. This limited warranty applies only to GT Impax Engineered Wood Fiber Surfacing that has been approved for installation.

Performance:

In the event the Materials do not conform or perform as expected, the Limited Warranty shall be limited to replacement of the defective Materials in question, and shall not include installation or consequential damages or refund. This Limited Warranty does not cover normal wear.

Conditions:

This Limited Warranty is conditional upon the Surfacing being properly installed and maintained by the purchaser in accordance with written instructions provided by GameTime.

What Is Covered?

1. GameTime warrants, to the original purchaser, that the GT Impax Engineered Wood Fiber surfacing system will meet ASTM F1292-04 at the specified critical height (8 ft. for an 8 in. depth of GT Impax Engineered Wood Fiber, 12 ft. for a 12 in. depth) for a period of fifteen (15) years from the date of installation, subject to the conditions and exclusions shown below.
2. GameTime warrants, to the original purchaser, that the GT Impax Engineered Wood Fiber Surfacing will be free from defects upon delivery, subject to the conditions and exclusions shown below.

If the GT Impax Engineered Wood Fiber surfacing is defective within the applicable warranty period, GameTime will, subject to the conditions set forth below, replace defective installation components at no charge within a reasonable period of time. Components used for replacement under this warranty are warranted for the remainder of the original warranty period. The replacement of defective components shall constitute the sole and exclusive remedy in the event of a breach of warranty.

**FIFTEEN YEAR
LIMITED (PERFORMANCE) WARRANTY**

EXCLUSIONS

Incorrect installation, including insufficient drainage, failure to install all material delivered, failure to maintain the surface depth thereof, failure to use GT Impax wear mats in high use areas (swings, slides etc.), abnormal use, lack of or improper maintenance, acts of vandalism shall void this limited warranty and GT Impax shall have no responsibility with respect to damage resulting there from. In addition, changed impact attenuation characteristics created by sand or other materials tracked into the System are not covered by this Warranty as is acts of God, or any other cause beyond the control of GameTime will not be covered by this limited warranty.

**NO REPRESENTATIVE OF THE SELLER HAS AUTHORITY TO MAKE ANY
REPRESENTATIONS OR PROMISES EXCEPT AS STATED HEREIN.**

THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE THAT EXTEND BEYOND THE WARRANTIES CONTAINED IN THIS DOCUMENT. GAMETIME SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES TO THE STRUCTURE OR ITS CONTENTS ARISING UNDER ANY THEORY OF LAW WHATSOEVER.

Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitations of incidental or consequential damages, so the above limitation or exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights that vary from state to state.

Warrantor: GameTime
P.O. Box 680121, Fort Payne, AL 35968
800-235-2440

Order number:

Name of project:

Customer:

Location:

Date of installation:

Representative:



WARRANTY

GT Impax Loose Shredded Rubber Surfacing is manufactured from recycled automobile and truck tires and is guaranteed to meet or exceed the ASTM Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment Playground Surfacing Guidelines used by U.S. Consumer Products Safety Commission.

GameTime warrants GT Impax Loose Shredded Rubber Surfacing against total color loss for eight years from the purchase date and in turn warrants the impact attenuation performance of this product for the lifetime of ownership (not to exceed fifty years), subject to the conditions and exclusions listed below.

All product warranties are conditioned upon GT Impax Loose Shredded Rubber Surfacing being properly installed and maintained by the end-user in accordance with the installation and maintenance guidelines available from GameTime.

GameTime's entire liability and the purchaser's sole remedy, in the unlikely event that GT Impax Loose Shredded Rubber Surfacing does not conform to this guarantee, shall be limited to the replacement of defective material and shall not include the removal costs or installation costs or consequential damages or refund.

No other guarantee or warranty is expressed, written or implied except stated herein. Vandalism, physical loss or any abnormal use shall void this warranty, and GameTime shall have no responsibility with respect to damage resulting there from. Additionally, this warranty shall be void if foreign materials that affect impact attenuation are deposited onto or into these products. Under no conditions shall GameTime be liable for any damages whatsoever arising from the use of or inability to use the aforementioned products, even if GameTime has been advised of the possibility of such loss.

Warrantor: GameTime
P.O. Box 680121, Fort Payne, AL 35968
800-235-2440

Order number:

Name of project:

Customer:

Location:

Date of Installation:

Representative:



A PLAYCORE company

10 YEAR LIMITED WARRANTY

Playcore Inc. (the "Seller") warrants that the GT Impax Interlocking Tile safety surfacing system will be free from defects in material and workmanship. The Seller further warrants that the GT Impax Interlocking Tile safety surfacing system complies with the requirements of the ASTM F1292 Standard specification for impact attenuation of surface system under playground equipment.

The Warranty Covers

- Surface wear due to ordinary abrasion from pedestrian traffic will not penetrate the wear course of the surface.
- The locking system, installing the tile according to manufacture's specifications, will ensure that the surface will remain secure and functional.
- The product will comply with the requirements of ASTM F1292-04 at the height the manufacture rated the GT Impax Interlocking tile system at the time of purchase.

Duration of Warranty

- This is a 10 year limited warranty, prorated as outlined in the schedule shown below. This warranty maybe transferred with the property.

Terms of Warranty

- Any segment of a GT Impax Interlocking Tile surface that meets the criteria will be repaired or replaced, at the Seller's option and in conjunction with the warranty coverage schedule below.

Warranty Submittal Process

- A warranty claim should be made directly to the Seller. All claim submittals will require the following information. Please provide a description of the claim defect and the date the defect was discovered, a photographic image if image (if applicable) of the claim defect, the date of the original installation, the project name and your name, address and phone numbers. The Seller will provide notification of any additional information and physical evidence that may be required to process your claim.

Warranty Coverage Schedule

- The Seller shall be responsible for the 100% of the cost of the repair or replacement of any product found to be defective or not in compliance with the warranty herein within the first six (6) years following the original shipment of the product. Where any product is found to be defective or not in compliance with the warranty herein more that six (6) years following the original shipment of the product, the Seller shall only be responsible for a portion of the cost of the repair or replacement of such products as follows (and the buyer shall bear and pay the remaining portion of such cost):

Number of years from date of original shipment to date of claim	Percentage of purchase price of product for which Seller is responsible
0-6.....	100%
More than 6, less than 7.....	60%
More than 7, less than 8.....	40%
More than 8, less than 9.....	30%
More than 9, less than 10.....	20%

Warranty Exclusions

This warranty dose not cover:

- Product failure caused by accidents, misuse, natural disaster, vandalism, improper installation or maintenance and the like (see installation, care and maintenance instructions)
- Color change caused by exposure to UV and/or normal abrasion from pedestrian traffic
- Failure due to improper sub-surface preparation
- Resilient flooring may suffer visible damage as a result of extreme high forces (up to2000 pound per square inch).

Common contributors of this type of force include but are not limited to stiletto or high heels, as well as narrow tipped chair supports. GT Impax Interlocking Tile resilient surfacing is not designed to perform under such concentrated high pressure.

Playcore will not accept claims for damage caused by extreme high force.

Additional Consideration

The Seller's liability is limited to the material and transportation cost of the repair or replacement of the product at the Seller's option. The Seller shall be responsible for the installation cost and the cost of other work in connection with the repair and replacement only if such work was performed by Seller in the original installation. Where GT Impax Interlocking Tile are installed only in high traffic areas or installed in combination with other surfacing products not sold by the Seller, such GT Impax Interlocking Tiles are excluded from this warranty.

- In the event of repair, replacement, or refinishing under this warranty, the warranty applicable to the replacement material or to the repaired or refinished product will extend only for the time remaining under the original warranty.
- The Seller reserves the right to discontinue or change any design or color of any product at any time and without notice or liability. If, for any reason, products of the type originally purchased are no longer available at the time a warranty claim is made, Seller may substitute another product determined by Seller to be of comparable quality and price.
- THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- Your exclusive remedy for any breach of warranty is as set forth in the warranty. This warranty gives you specific legal rights. You may have other rights which vary from state to state.

GTIMPAX 
POURED
Recycled Poured Rubber Surfacing

**POURED IN PLACE (PIP)
WARRANTY**

Playground Equipment

GameTime warrants the GT Impax recycled poured rubber surface (referred to as PIP) installed and maintained in accordance to GameTime specifications, under this contract agreement for a period of five (5) years commencing from the date of substantial completion. This limited warranty shall provide for 100% of the cost for necessary repairs caused by the failure of the GT Impax PIP due to workmanship and materials only, and pertains only to the surfacing material agreed to under this contract.

Water Play Equipment

GameTime warrants the GT Impax recycled poured rubber surface (referred to as PIP) installed and maintained in accordance to GameTime specifications, under this contract agreement for a period of three (3) years commencing from the date of substantial completion. This limited warranty shall provide for 100% of the cost for necessary repairs caused by the failure of the GT Impax PIP due to workmanship and materials only, and pertains only to the surfacing material agreed to under this contract.

Water Play Equipment Only: If aliphatic binder is not used, poured rubber surfacing (PIP) will carry a maximum one-year (1) warranty.

This limited warranty includes GameTime's obligation to only repair and/or replace any defective materials or workmanship in the surface area or surface areas that have failed during the warranty period. A failed area or failed areas include edge raveling, bubbling, delamination, peeling, and loss of integrity as a result of the GT Impax recycled poured rubber degradation. GameTime is under no obligation or responsibility to repair and/or replace the GT Impax recycled poured rubber "PIP" surface if damaged during the curing process (Unless specified in contract), damage by vandalism (including stains, cuts, burns, gouges, etc.), product misuse, abuse or alteration, improper slab or base or sub-base design or construction, improper drainage, improper or lack of specified required maintenance, any foreign residue that may be deposited on the surface, normal wear and tear (including slight color variations, and color fading), damage from sharp objects (high heels, spikes, etc.), problems caused by moisture, alkali, hydrostatic pressure, cracking, shifting, or lifting of the substrate, or acts of God.

All warranty claims shall be made in writing to GameTime within thirty (30) days after the Owner has knowledge thereof, but in no event later than thirty (30) days after expiration of the warranty period. The written notification from the Owner shall include the following: the date of the first notice of the failure, details of the failure, photos of the failed area and a request for a warranty claim meeting with GameTime at the installation site (if applicable). GameTime shall not be responsible for warranty claims for any notices received from the Owner after thirty (30) days of Owner's first knowledge of the failure.



Warranty

GameTime shall determine the validity of all claims after sufficient evidence has been gathered. GameTime shall then replace, repair or make a refund for any claims validated by it. Any refund, credit or allowance provided to the Owner on a warranty claim is exercisable only if said allowance is used to accommodate replacement with a GT Impax recycled poured rubber surface.

Any dispute as to whether and to what extent there is a GT Impax recycled poured rubber surfacing failure and a subsequent valid warranty claim within the meaning of this warranty shall be initially dealt with by joint investigation and discussion between GameTime and owner in order to achieve a mutually agreeable solution. If such a solution cannot be reached within thirty (30) days, then either the Owner of GameTime shall submit the matter to an arbitrator who is a member of the American Arbitration Association and who shall make a determination in accordance with the rules and regulation of said American Arbitration Association. The decision of said arbitrator shall be binding on both parties.

This limited warranty is exclusive of the underlying material (e.g. existing surface, existing or new asphalt, concrete, base, sub-base or sub-grade). If the underlying material fails for any reason whatsoever (including hydrostatic pressure, cracking, shifting, heaving), then GameTime warranty shall be rendered invalid. If the underlying material is concrete, a "curing agent" is NOT allowed, as it will probably cause delamination of the GT Impax recycled poured rubber. Additionally, there is no warranty against surface cracking along expansion joints and underlying cracks, or separating from an adjacent border, curb or walkway. This limited warranty does not include discoloration as a result of ultraviolet rays, unapproved cleaning materials or vandalism. **WARNING:** Surface temperatures can prove dangerous under warm weather conditions. Shoes and/or socks must be worn during warm weather conditions.

Owner agrees that it will not, under any circumstances, make alterations to the GT Impax recycled poured rubber surface without the written authorization of GameTime. Any unauthorized alteration by the Owner shall result in the immediate termination of all warranties for the GT Impax recycled poured rubber surfacing and shall also give rise to the duty of the Owner to hold harmless, defend and indemnify GameTime from any claim, suit or cause of action, personal injury, death, or property damage arising out of or related to said alteration.

This limited warranty is expressly made in lieu of any other warranties and is exclusive to the original Owner. Owner acknowledges that the limited warranty will be voided if the Owner fails to follow the GameTime Maintenance Guidelines provided by GameTime. Owner agrees that in no event shall GameTime have any liability to Owner for loss of use or loss of profits or any form of consequential damages. **NOTE:** The following chemicals can cause potential damage to the GT Impax recycled poured rubber and should be avoided: disinfectants, concentrated bleach, gasoline, diesel, hydraulic and lubricating oils, weak acids and organic solvents.

If the contract price is not paid in a timely manner as per the terms and conditions of the agreed contract, the limited warranty is automatically voided. Any damages to the surface during the curing period will be repaired or paid for at the Owner's expense. This limited warranty does not lessen or eliminate any other contractual obligation of Owner to GameTime.

Warrantor: GameTime
P. O. Box 680121, Fort Payne, AL 35968
800-235-2440

Order number:

Name of project:

Customer:

Location:

Date of installation:

Representative:

Date

Turf Product Specification

PART 1 – GENERAL

Work Details:

Provide all labor, materials, equipment, and tools necessary for the complete installation of synthetic grass safety surface. The system shall consist of, but not necessarily be limited to, the following:

Synthetic Grass: consisting of fibers that are nominal 1 3/4 inch long. Turf fiber construction consisting of polyethylene monofilament and texturized polypropylene thatch tufted to a 2-layer stabilized woven polypropylene fabric (primary backing), with a secondary backing (stitch binder) of urethane or Duraflo. (GT Impax Turf™ synthetic turf or equivalent).

Pad Underlayment System A: consisting of porous closed cell composite materials. Thickness and density of panels shall be sufficient so that system meets the fall height requirements. GT Impax Turf™ Pad or equivalent.

Pad Underlayment System B: consisting of 50% recycled tire buffings / 50% recycled 1/4" – 1/2" (inch) chunk rubber mixed with a urethane binder (min. 10%).

Synthetic Grass Infill: consisting of anti-microbial acrylic coated round silica particles, designed to provide the look, feel, and performance of optimally maintained natural grass. GT Impax Turf™ Infill or equivalent.

Quality Assurance and Compliance Details:

Impact Attenuation – ASTM F1292-04: Impact attenuation test results will be provided to the owner or owner's representative. These test results shall be certified and submitted on the letterhead of an independent testing lab. Impact attenuation test results shall meet or exceed Consumer Product Safety Commission Guidelines for impact attenuation (G-max and Head Injury Criteria (HIC)).

Accessibility of Surface Systems – ASTM F1951-08: All Playground surfacing products must pass testing to ensure wheelchair access under and around playground equipment as required by the American Disabilities Act.

Flammability of Finished Floor cover – ASTM D2859: Product shall meet requirements of ASTM D2859.

IPEMA Certification: Manufacturer must provide proof of certification. "In the interest of public playground safety, IPEMA provides an independent laboratory which validates a manufacturer's certification of conformance to ASTM F1292-04. A list of current validated products, their thickness and critical heights may be viewed at www.ipema.org."

PART 1 – GENERAL (Continued)

Submittal Details:

General: Submit listed submittals in accordance with Conditions of the Contract and Submittal Procedures Section.

Product Data: Submit manufacturer's product data and installation instructions.

Verification Samples: Submit manufacturer's standard verification samples of 6" x 9" (153 mm x 229 mm) minimum.

Quality Assurance/Control Submittals: Submit the following:
Certificate of qualifications of the playground surfacing installer.

Closeout Submittals: Submit the following:
Warranty documents specified herein.

PART 2 – MATERIAL DATA:

Synthetic Grass: 1 ¾ inch GT Impax Turf™ from Gametime or approved equal

Face Weight:

- GT Impax Turf™ 50 oz/sy
- GT Impax Turf™ Elite 80 oz/sy

Face Yarn Type: Polyethylene

Yarn Size: 4200/9000

Pile Height:

- GT Impax Turf™ 1 ¾ inches
- GT Impax Turf™ Elite 1 ¾ inches

Color: Blend

Construction: Broadloom tufted

Stitch Rate: 8 per 3 inches

Tufting Gauge: 1/4"

Primary Backing: Stabilized woven Polypropylene (double thickness)

Secondary Backing: 20 oz. Urethane or DuraFlo

Total Product Weight:

- GT Impax Turf™ 69.7 oz/sy
- GT Impax Turf™ 99.7oz/sy

Finished Roll Width 15 feet

PART 2 – MATERIAL DATA (Continued):

Pad Underlayment System A: GT Impax Turf™ Pad Standard recycled, non contaminated, Post industrial cross-link, closed cell Polyethylene – polyolefin foam pad from Gametime Pad Underlayment System:

Foam Type: Polyethylene – polyolefin
Bulk Density: 4.0-6.0 lb/cu ft
Effective Size: 24 sq ft (net coverage)
Tensile Strength: 80 - 120 psi

Pad Underlayment System B: 50% recycled tire buffings / 50% recycled ¼” – ½” (inch) chunk rubber mixed with a urethane binder (min. 10%).

Synthetic Grass Infill: GT Impax Turf™ infill from Gametime or approved equal Coating: Priority acrylic, iron oxide and chromium oxide

Grain shape: 7.0 Mohs
Curvature: .65
Specific Gravity: 2.65 g/cm³
Bulk Density: 92-95 lb/cu ft
Uniform coefficient: 1.00 to 1.40
Effective Size: .90 - .95 mm
Blend rate: 3 to 4 lb per square foot.

Splicing Material: 1000 denier coated nylon (Cordura®) 12” wide minimum.
Adhesive: Synthetic Turf Adhesive

PART 3 – SUB-BASE TYPES AND DETAILS

Sub-base Requirements - The base shall have the specific minimum slope (2%) and shall vary no more than 1/8” when measured in any direction with a 10’ straight edge.

Stone – The density requirement is 90% to 95% compaction with final condition of stone as level and stable so as not to shift when traveled on or during surface installation process. A compaction test is required and must be submitted to GameTime prior to installation of turf surfacing. Failure to provide proof of compaction test will void 5-year warranty of turf surfacing should signs of sub-base failure occurs.

PART 3 – SUB-BASE TYPES AND DETAILS (Continued)

<u>Depth:</u>	4 inch minimum thickness.
<u>Slope:</u>	Stone elevation shall maintain ¼” per foot toward low end.
<u>Porosity:</u>	Base course shall maintain porosity for direct drainage.
<u>Enclosure:</u>	Stone base course must be surrounded by a retaining curb.
<u>Drainage:</u>	Subsurface drainage is recommended under and around a stone base. Perforated pipe or similar system is acceptable.
<u>Tolerances:</u>	¼” in any 10-foot direction and 1/8” in any 3-foot direction.
<u>Stone Selection:</u>	It is critical that different size stones are used so that the base shall be uniformly mixed. The material shall be wetted during mixing operations if necessary for proper blending.

<u>Stone Graduation</u>	<u>U.S. Sieve</u>	<u>Percent Passing</u>
	1”	100
	¾”	90 - 100
	No. 4	35 - 60
	No. 30	10 - 30
	No. 200	2 - 9

Concrete or Asphalt – Concrete should be finished with a medium broom finish. All new concrete slabs must cure for a minimum of seven (7) days prior to installation. Asphalt cure time requires fourteen (14) days. Once the new asphalt has cured, it must be pressured washed prior to the surfacing being installed. The concrete contractor shall be responsible for flooding the pad to insure proper slope and tolerance. Any areas holding enough water to cover a flat nickel shall be patched prior to arrival of turf installation crews.

<u>Depth:</u>	4 inch minimum thickness.
<u>Slope:</u>	Concrete or asphalt shall maintain ¼” per foot.
<u>Tolerance:</u>	Concrete must maintain a tolerance of 1/8” in 10 ft. to avoid low areas that will hold water under the turf.

PART 4 – SITE PREPARATION AND REQUIREMENTS

Drainage – Having proper drainage at the low end of the concrete slab is of utmost importance. Any brick walls or curbs at the low end of the slab shall have drainage access through weep holes. Concrete curbing weep holes should be level with finish grade of sub-base or a minimum of 1/8" below top of concrete slab, as GT IMPAX turf surfacing is porous and water drains immediately through it. Weep holes shall be 2" high and 3" wide and shall be installed every three (3) feet. If weep holes are smaller than the recommended size, they shall be installed every 18". Floor drains shall be located outside the high impact areas, as the drains may not be covered with GT IMPAX turf surfacing. Recommended locations for drains are under play unit or against low-end wall or curb.

Security & Waste Disposal – Surface installation crew shall be responsible for the protection of surface during the installation process while on site only. Owner or general contractor shall be responsible for the protection of the surface during the curing period upon completion of the installation and overnight during the installation. Owner or general contractor shall be responsible for having a dumpster on site for all waste and debris. Failure to provide security and a dumpster will result in additional cost.

Utilities & Access – Power and water must be available within 300 feet of installation. Site will require tractor-trailer access. In a case where tractor-trailer access is not possible, owner or general contractor shall be responsible for transporting materials from delivering carrier to the installation site.

PART 5 – INSTALLATION

General: The area to be smooth and graded to allow proper drainage. Refer to grading plan. The overall grade of the playground is not to exceed 3%.

Compacted Aggregate Base: Place 4 inches of aggregate base as leveling layer compacted to 90% of max density per AASHTO T99. Compaction shall be done with mechanical compactors, including vibratory compactors, and/or powered tampers, and rollers. Aggregate size should be ¾" minus (compactable).

Synthetic Grass: Place turf and cut to fit configuration as shown on Drawings. Splice seams. All seams must be attached with splicing film/fabric and adhesive as approved by the manufacturer for this type of installation of their product.

Infill: Apply layers of synthetic grass infill evenly with a spreader and broom the turf fibers with stiff bristle broom to stand fibers up and allow infill to settle into the bottom. Broom in GT Impax Turf™ infill approximately 3 to 4 pounds per square foot.

**(infill is only required on the 60 oz. Dura Series. 80 oz Ultra Series does require limited to no infill. Manufacturer always recommends at least a pound of infill per sq foot)*

Anchoring/Edging: Edges of turf will be secured to ground with mechanical fasteners, stakes or edging.

PART 6 – WARRANTY

Gametime offers a 5 year limited product warranty on GT Impax Turf from the date of purchase. The product shall be free from defects in material and workmanship resulting in color loss.

Supplier's warranty excludes: any Product defect, damage or failure that is the direct result of Product abuse, misuse or negligent maintenance; and Product damage caused directly or indirectly by acts of third parties, including, without limitation, negligence of owner/operator, vandalism, machinery, animals, flood, chemical reaction, improper sub-surface preparation and/or installation, improper cleaning methods, and acts of God.

Ask your GameTime representative for a copy of our full GT Impax turf warranty details.

PART 7 – MAINTENANCE

Ask your GameTime representative for a copy of our full GT Impax turf maintenance details.



Warranty

GameTime provides a ten-year limited warranty on all fabric canopies against tears, runs, cracking and mildew.

GameTime provides a ten-year limited warranty on all fabric colors against fading except for red, which carries a three-year warranty.

GameTime provides a 90 MPH (miles per hour) limited warranty on the fabric canopy against wind. The fabric canopy is to be removed if winds are expected to exceed 90 miles per hour.

GameTime provides a 10 to 20 pound per square foot limited warranty on the fabric canopy against snow and ice. The fabric is to be removed during Winter months when snow and ice is expected.

GameTime provides a ten-year limited warranty on all metal upright posts and support structure framing against failure due to structural integrity.

GameTime provides a one-year limited warranty against rusting and workmanship of painted surfaces.

GameTime provides a 90, 110 or 140 MPH (miles per hour) limited warranty on all metal upright posts and support structure framing. These calculations are with fabric canopy installed. Removing the fabric canopy will assist the metal structure to withstand higher winds by 10 to 20 MPH (miles per hour).

Above warranties are valid from the date of shipment.

All GameTime warranties will be void if damage to or failure to the shade fabric is caused by contact with chemicals, misuse, vandalism, any act of God, including but not limited to, ice, snow or wind in excess of the applicable building code parameters.

All GameTime warranties are invalid if the fabric is installed on structures other than GTShade, if changes or field modifications are made without written authorization from GameTime or if the product isn't installed or maintained in strict compliance with the manufacturer's specifications.

GameTime warranties do not cover the cost of removals, replacements or repairs.

All warranty claims must be filed in writing within the warranty period.

To the extent permitted by law, these warranties are expressly in lieu of any other implied or expressed warranties or representation by any person, including any implied warranty of merchantability or fitness. These warranties provide valuable rights to you. No Sales Representative can modify or amend the terms of this warranty.

To make a warranty claim, send your written statement of claim, along with the original purchase invoice or invoice number to:

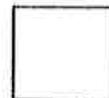
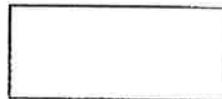
GameTime
Customer Service
P. O. Box 680121
Fort Payne, AL 35968

Or Contact Your Local Representative at:
USA 1-800-235-2440
International 01-256-845-5610

Within 60 days of notice of claim under warranty, GameTime will make arrangements to replace the damaged product. GameTime will cover freight costs within the Continental United States. GameTime is not responsible for freight cost associated with products located outside the Continental United States. GameTime reserves the right to inspect all products identified as damaged.

Since warranty limitations and exclusions may vary from state to state, you should check any specific rights in your state.

GameTime
P. O. Box 680121
Fort Payne, AL 35968
Fax: 256-997-9653
Email: service@gametime.com
See GameTime on the web at www.gametime.com



BigToys & EarlyWorks Environments Limited Warranty | 2017



LIMITED WARRANTY ON BIGTOYS

BigToys provides a lifetime limited warranty on BigToys: a fifty-year limited warranty on recycled plastic lumber including solid recycled plastic decking, enclosure and roof components; a fifteen-year limited warranty on pipes, rails, loops, and rungs; a lifetime limited warranty on metal upright posts; and a one-year limited warranty on powder coated parts. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for its intended use. Lifetime warranty covers the life of the product as defined below and cover the product under normal use, proper maintenance and at original installation location; see exclusions.

LIFETIME LIMITED WARRANTY ON HARDWARE

BigToys provides a lifetime warranty against structural failure due to breaking or shearing which causes the product to become structurally unfit for its intended use; a lifetime warranty on stainless steel hardware against rust; and a one-year limited warranty on hardware against rust; see exclusions. All testing of BigToys hardware is performed under the guidelines of ASTM B117. The lifetime warranty refers to life of the product as defined below and covers the product under normal use and proper maintenance. The cost of the replacement due to scratching or cutting of certain hardware plating is not included in this warranty.

LIMITED WARRANTY ON INTEGRATED SHADE PRODUCTS

BigToys provides a ten-year limited warranty on fabric canopies against tears, runs, cracking, mildew and color fading except for red, which has a three-year color warranty. Canopies have a limited warranty against structural failure due to wind of up to 90 miles per hour (mph) and structural failure due to snow and ice loading exceeding five pounds per square foot. Fabric canopies are to be removed if winds are expected to exceed 90 mph or when snow or ice is expected. Fabric warranty does not cover damage resulting from chemical contact. All metal upright posts and support structure framing have a ten-year limited warranty against becoming structurally unfit for the intended and a one-year limited warranty against rusting and **workmanship of painted surfaces. Warranty is limited to winds of up to 90 mph when fabric canopies are installed (wind resistance improves 10 to 20 mph without canopies).**

BigToys & EarlyWorks Environments Limited Warranty | 2017

FIFTEEN-YEAR LIMITED WARRANTY ON ROTOMOLDED PRODUCTS

BigToys provides a fifteen-year limited warranty on rotomolded products and ten-year limited warranty on polyethylene handholds for structural integrity against damage due to breaking or splitting under normal use that causes the product to become structurally unfit for its intended use; see exclusions. In the event of a claim under this warranty, BigToys will replace the rotomolded product at no cost to the customer.

LIMITED WARRANTY ON CONDITIONED WOOD

BigToys provides a fifteen-year limited warranty on conditioned wood components including decks, enclosures and roofs and on conditioned wood uprights utilizing metal footings; and an eight year limited warranty on conditioned uprights without metal footings against structural failure due to deterioration from fungi or insects that render the product to become unfit for its intended use; see exclusions.

LIMITED WARRANTY ON NET CLIMBERS AND COMPONENTS

BigToys provides a five-year limited warranty on nylon-covered cable net climbers and components against structural failure caused by cable breakage; a five-year limited warranty on nylon-covered cable wear and deterioration resulting from defects in material and workmanship; and a one-year limited warranty on nylon rope products. These warranties cover damage due to failure that cause the product to become structurally unfit for the intended use; see exclusions.

LIMITED WARRANTY ON SITE FURNISHINGS

BigToys provides a ten-year limited warranty on site furnishings against structural failure and a one-year limited warranty on powder coating. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for the intended use; see exclusions.

LIMITED WARRANTY ON FIBERGLASS SIGNAGE AND HDPE PANELS

BigToys provides a ten-year limited warranty on fiberglass sign panels against delaminating or fading and a five-year warranty on high density polyethylene (HDPE) panels against degradation and discoloration.

FIVE-YEAR LIMITED WARRANTY ON BELT AND INFANT SWING SEATS

BigToys provides a five-year limited warranty on belt and infant swing seats against structural failure that causes the seats to become unfit for its intended use; see exclusions.

BigToys & EarlyWorks Environments Limited Warranty | 2017

FIVE-YEAR LIMITED WARRANTY ON FREENOTES INSTRUMENTS AND POSTS

Freenotes Harmony Parks instruments and posts carry a five-year limited warranty against failures in manufacturing or materials.

TWO-YEAR LIMITED WARRANTY ON MOVEABLE PARTS

BigToys provides a two-year limited warranty on moveable plastic and metal with respect to failure due to material or production defects.

ONE-YEAR LIMITED WARRANTY ON ALL OTHER BIGTOYS PRODUCTS

Products included in the BigToys catalog that are manufactured by other PlayCore companies, including but not limited to UltraSite, UltraPlay, UltraShade and UltraShelter, will maintain the warranty of each respective brand.

For the purpose of this warranty, lifetime encompasses no specific term of years, but rather that Seller warrants to its original customer for as long as the original customer owns the Product and uses the Product for its intended purpose that the Product and all parts will be free from defect in material and manufacturing workmanship.

The warranty is not effective if products have not been installed properly according to the instructions provided by BigToys, or maintained correctly according to the BigToys Maintenance Manual.

BigToys excludes from these warranties the cost to remove parts and reinstall replacements; replacement due to cosmetic defects or coating deterioration caused by climatic conditions; and wood replacement resulting from twisting, warping, checking, shrinking, swelling or other natural physical properties of wood.

The warranty does not cover normal wear and tear, surface corrosion on metal parts, discolored surfaces and other cosmetic issues or failures due to misuse or vandalism.

BigToys & EarlyWorks Environments Limited Warranty | 2017

To the extent permitted by law, these warranties are expressly in lieu of any other implied or expressed warranties or representation by any person, including any implied warranty of merchantability or fitness. These warranties provide valuable rights to you. No Sales Representative can modify or amend the terms of this warranty.

Claim Procedure

To make a warranty claim, send your written statement of claim, along with the original purchase invoice or invoice number to:

BigToys
Customer Service
P.O. Box 680121
Fort Payne, AL 35968

Or Contact you local Representative at
USA 1-866-814-8697

Within 60 days of notice of claim under warranty, BigToys will make arrangements to replace the damaged product. BigToys will cover freight costs within the continental United States. BigToys is not responsible for freight costs associated with products located outside the continental United States. BigToys reserves the right to inspect all products identified as damaged.

Since warranty limitations and exclusions may vary from state to state, you should check any specific warranty rights in your state.

See BigToys on the web at www.bigtoys.com





MULTISPORT SCOREBOARD & CONTROLLER WARRANTY AND LIMITATION OF LIABILITY

This Warranty and Limitation of Liability (the "Warranty") sets forth the warranty provided by Colorado Time Systems (Seller) with respect to Multisport Equipment. By accepting delivery of the Equipment, Purchaser agrees to be bound by and accept these terms and conditions. All defined terms within the Warranty shall have the same meaning and definition as provided in the Agreement.

1. Scoreboard Warranty Coverage

- a. Seller warrants that models: BB-xxxx, BK-xxxx, CM-xxxx, FB-xxxx, CLK-xxxx, CR-xxxx, HK-xxxx, LX-xxxx, and SC-xxxx series of scoreboards will be free from defects in materials and workmanship for a period of five (5) years (the "Warranty Period"). The warranty period shall commence as soon as the Purchaser, customer or any other party occupies or operates the scoreboard, or 3 months after shipment.
- b. Seller's sole responsibility for any breach of the foregoing warranty shall be to repair or replace equipment or parts not forming to the aforesaid warranty at Seller's option either on-site or upon return thereof to Seller. Return transportation charges shall be pre-paid by Purchaser. Returned products must be properly packaged. Upon repair, Seller will pay return shipping costs for ground transportation only. Overnight, express, or other special shipping costs will be paid by Purchaser.
- c. Defects shall be defined as follows. With regard to the Scoreboards (excepting LEDs), a "Defect" shall refer to a material variance from the design specifications that prohibit the Scoreboard from operating for its intended use. With respect to LEDs, "Defects" are defined as LED pixels that cease to emit light. The limited warranty provided does not impose any duty or liability upon Seller for partial LED pixel degradation. Nor does the limited warranty provide for the replacement or installation of communication methods including but not limited to: wire, fiber optic cable, conduit, or trenching for the purpose of overcoming local site interference radio equipment substitutions.

2. Controller Warranty Coverage

- a. Seller warrants that wireless controller models: WHC-1 and WTTC-1 will be free from defects in materials and workmanship for two (2) years (the "Warranty Period"). The warranty period shall commence as soon as the Purchaser, customer or any other party occupies or operates the controller, or 3 months after shipment.
- b. Seller's sole responsibility for any breach of the foregoing warranty shall be to repair or replace equipment or parts not forming to the aforesaid warranty at Seller's option either on-site or upon return thereof to Seller. Return transportation charges shall be pre-paid by Purchaser. Returned products must be properly packaged. Upon repair, Seller will pay return shipping costs for ground transportation only. Overnight, express, or other special shipping costs will be paid by Purchaser.

3. Conditions and Limitations

- a. This warranty covers equipment provided under agreement by Seller only. Seller reserves the right to use new or equivalent to new parts in the service of its products. This warranty does not apply to independent third party installation or service labor. It does not provide routine or emergency maintenance services. It does not apply to normal LED degradation, or replacement of batteries.
- b. Said warranty shall not apply to resulting damage in any of the following cases:
 - i. Neglect, abuse or damage caused by user including failure to operate and maintain according to end-user documentation furnished with the product.
 - ii. Improper storage, installation, maintenance or servicing of the equipment by anyone other than Seller or an Authorized Seller's representative.
 - iii. Improper environmental control (storage and/or use) of electronic equipment.
 - iv. Power surges, water damage, lightning or other "acts of nature."
 - v. Vandalism or acts of terrorism or war.
 - vi. Excessive application of electrical power or improper power connection.
 - vii. Removal of warning labels and protection devices.
 - viii. Installing non-factory replacement parts.
 - ix. Use of high-pressure washers or exposure to concentrated detergents or other chemical agents or solvents.
- c. Disclaimer
 - i. Said warranty is in lieu of all other warranties of Seller, express or implied, and except to the extent herein provided, Seller does not make any warranty whatsoever to Purchase including, without limitation, any warranty of merchantability or fitness for any particular use or purpose. Seller's entire liability and Purchaser's exclusive remedy for damages from any cause whatsoever, and regardless of the form of action, whether in contract or in tort including negligence, shall be limited to actual damages up to the purchase price of the Equipment. The foregoing limitation of liability will not apply to claims by Purchaser for bodily injury or damage to real property or tangible personal property for which Seller is legally liable. In no event shall Seller be liable for any special, punitive, or consequential damages or lost profits even if Seller has been advised of the possibility of such damages. Seller will not be liable for any claim by Purchaser based on any third party claim.

Equipment Warranty

Colorado Time Systems warrants the following products against any defects in materials and workmanship affecting electronic and mechanical performance for two years from the date of purchase: Timing Consoles, Start Systems, Touchpads, Relay Judging Platform, Shot Clocks, Pace Clocks, LED and Light Reflective Scoreboards, and Matrix Displays. Colorado Time Systems warrants Titanium Deckplates against any defects in materials and workmanship for five years from the date of purchase.

All other components associated with the above equipment including cable harness, deckplates (excluding Titanium Deckplates), wallplates, push buttons, test meters, microphones, speakers, data cable, etc. will have a one-year limited warranty. Dolphin Wireless Stopwatch Systems are also warranted for one year; not including the batteries. Any computer equipment associated with the above products has a six-month limited warranty.

Colorado Time Systems' products, when properly installed, are warranted not to fail due to defects in materials and workmanship. This warranty is limited to the original purchaser of the product and is not transferable.

Colorado Time Systems will, at its option, repair or replace the defective product at no additional charge except as set forth below. Repaired components, parts, and replacement products will be furnished on an exchange basis and will be either reconditioned or new. All replaced parts and products become the property of Colorado Time Systems. This limited warranty does not include service to repair damage to the product due to the modification of the product, misuse, abuse, neglect, negligence, vandalism, accident, or abnormal conditions including: war, flood, accident, lightning or other acts of God or damage caused by occurrences over which Colorado Time Systems has no control.

Limited Warranty service may be obtained by delivering the product or component part to Colorado Time Systems. You agree to insure the product or assume the risk of loss or damage in transit, to prepay shipping charges to the service location, and to use the original shipping container or equivalent. Repaired products will be returned to you by surface delivery at Colorado Time Systems' expense or by air freight at the buyer's expense. On-site service calls are available for a fee.

All expressed and implied warranties for these products including the warranties of merchantability and fitness for a particular purpose are limited in duration to a period of two years (or one year, as applicable), from the date of purchase and no warranties, whether expressed or implied, will apply after this period. Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

If the product is not in good working order as warranted above, your sole remedy shall be repair or replacement as provided above. In no such event will Colorado Time Systems be liable to you for any damages, including lost profits, lost savings, or other incidental or consequential damages arising out of the inability to use the product, even if Colorado Time Systems has been advised of the possibility of such damages or for any claim by any other party.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty give you specific legal rights, and you may also have other rights which may vary from state to state.

Rev 02/16





WARRANTY

Dero will warrant its products against defects in workmanship and materials for a period of (12) months from the date of delivery for all products consisting of TGIC powder coat, Thermoplastic powder coat, stainless steel finishes, and for a period of two years on products consisting of galvanized or Thermoplastic/PVC rubber dip over galvanized finishes. Under this warranty, Dero's liability is limited to repair or replacement, at Dero's option, of products found in Dero's reasonable judgment to have been defective in workmanship or materials.

This warranty does not cover failure due to negligence, abuse, vandalism, accidents, lack of maintenance, or improper installation; nor does it cover defects or failure due to products tampered with, altered, modified or repaired by anyone not approved by Dero.

The air pump for the Dero Air Kit 1 is warranted for above freezing temperatures. The air pump is not warranted in below freezing temperatures and it is strongly recommended that air pumps are removed and stored indoors during periods of below freezing temperatures. There is a six month warranty period for the pump, parts and gaskets. Acts of God, improper use or vandalism are not covered by this warranty

The Dero Air Kit 2 and Air Kit 3 are warranted for temperatures ranging from -30 – 110 degrees. There is a one year warranty period for the pump, parts and gaskets, and a six-month warranty on the hose and pumphead. Acts of God, improper use or vandalism are not covered by this warranty

Dero will assume transportation charges for return of the defective product if returned by the buyer in accordance with written instructions from Dero. Dero will not be responsible for providing the cost of labor for removal or installation of the defective product or any replacement. In no event shall Dero be liable for special, inherent or consequential damages, including, without limitation, loss of use or profits.

Proof of sale from Dero or from an approved dealer is required. The foregoing warranty is exclusive and is given and accepted in lieu of any and all other warranties, expressed or implied, including, without limitation, the implied warranties of merchantability and fitness. The remedies of buyer for any breach of warranty shall be limited to those provided herein. No agreement varying or extending the foregoing warranty will be binding upon Dero unless it is in writing and signed by a duly authorized officer of Dero.

Any questions regarding this warranty should be directed to:

Dero
504 Malcolm Ave SE
Suite 100
Minneapolis, MN 55414
Toll free 888-337-6729
www.dero.com

LIMITED WARRANTY

Everlast Climbing Industries, Inc. ("ECI") warrants to the original purchaser that products from ECI will be free from defects in materials and workmanship for a period of one full year from the date of purchase, normal wear and tear excepted. Should the products purchased directly from ECI, or authorized partners, fail to conform to this warranty during this one year warranty period, ECI will, at its option, repair or replace the faulty unit(s) at no additional charge. This limited warranty does not include service to repair damage to the products purchased from ECI, or authorized partners, resulting from a cause other than defect or malfunction, including neglect, accident, unreasonable use or servicing or modification by anyone other than ECI.

EXCEPT AS SET FORTH ABOVE, ALL PRODUCTS PURCHASED FROM ECI ARE SOLD "AS IS." ECI MAKES NO WARRANTIES EXPRESS OR IMPLIED HEREUNDER AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

Warranty service may be obtained by contacting ECI in writing at the address shown below within one year of original purchase and providing proof of purchase date. You, the original purchaser, agree to pay the cost for ECI to ascertain that damages have occurred. For further information, contact:

Everlast Climbing Industries, Inc.,
1335 Mendota Heights Road, Mendota Heights, MN 55120
Phone: (651) 665-9131 Toll Free: (800) 476-7366

All warranties on the products purchased from ECI are limited to one year from the date of purchase.

Failure to install and maintain products according to ECI's Installation and/or Maintenance Instructions will void this warranty. Any modifications or changes to the product's panels, wall products or hand holds, without ECI's express written approval, will void this warranty.

If the product does not conform with the warranties given as stated above, your remedy is to have the unit repaired or replaced as provided above. In no event will ECI be liable for any loss or damage, including damages of any kind arising out of the use of or inability to use this product, for incidental or consequential damages, or for any claim by anyone other than you, the original purchaser.

Some states do not allow limitations on warranties and do not allow the exclusion or limitation of incidental or consequential damages, so any such limitation or exclusion may not apply to you. This warranty gives you specific legal rights which may vary from state to state.

Purchasing Entity: _____

Purchase Date: _____

* Keep this document for your records and proof of warranty.



A PIA CORE Company

NR - SERIES – ALUMINUM ANGLE FRAME

MANUFACTURER: GT Grandstands, Inc., 2810 Sydney Road, Plant City, FL 33566, Ph (866) 550-5511, Fax (813) 305-1419

DESIGN: The bleachers shall be designed to support, in addition to their own weight, a uniformly distributed live load of not less than 100 psf of gross horizontal projection of the bleachers. All seat and foot plank members shall be designed to accommodate 200 plf across a 6' span with a maximum deflection of 9/16". The bleachers shall be designed to resist, with or without a live load, a horizontal wind load of 30 psf of gross vertical projection. In addition to the live load, the bleachers shall be designed to resist the following sway forces: (1) 24 plf of seat plank in a direction parallel to the length of the seat, and (2) 10 plf of seat plank in a direction perpendicular to the length of the seat. Under these loads, stresses in aluminum members and connections shall not exceed those specified for Building Type Structures by the Aluminum Association.

CONSTRUCTION: The understructure, including crossbracing, shall be of a welded, aluminum angle (6061-T6 alloy, mill finish) construction. The understructure of each unit shall consist of frames spaced at 6' centers joined by crossbracing at adequate points to comply with the design loads.

FRAME MEMBER SIZES:

Seat Posts:	3" x 2" x 3/16" min. (Row 2) 1 3/4" x 1 3/4" x 3/16" min. (All other rows)
Foot Brackets:	2" x 2" x 3/16" min.
Crossbracing:	1 1/2" x 1 1/2" x 3/16" min.
Bottom Runners:	2" x 2" x 3/16" min.

DIMENSIONS: The rise per row shall be 7", seat height 16" above respective tread, and tread depth per row of 24". Overall depth of unit is 2' 9-5/8". Clear width of unit is 15'. Top row seat height is 1'-11".

SEAT PLANKS: Seat planks shall be 2"x10" nominal, extruded 6063-T6 aluminum alloy with a clear anodized finish and end cap. (Finished size shall be 1 3/4" x 9 5/8", .075" wall with two internal legs.).

TREAD PLANKS: Tread planks shall be of one 2"x10" nominal, extruded 6063-T6 aluminum alloy with a mill finish and end cap. (Finished size shall be 1 3/4" x 9 5/8", .075" wall with two internal legs.).

ALUMINUM PLANK HARDWARE: Tie-down assemblies consisting of a four-way adjustable aluminum clip, with galvanized bolt with nut and washer shall be provided for each connection point at each support.

WARRANTY: GT Grandstands warrants to the Buyer that its bleachers shall be free from defects in material and workmanship under normal use for a period of five (5) years provided they are installed per GT Grandstands installation instructions and that component parts supplied by GT Grandstands are used. GT Grandstands' obligation under this warranty shall be limited to repair and exchange of any such item, which may prove defective under normal use (vandalism and premeditated damage excluded) during such period. GT Grandstands will release the warranty documents to the buyer only after the Buyer has paid GT Grandstands in full the final contracted amount.



Freenotes Harmony Park Warranty

Our Outdoor Musical Instruments are designed for durability and playability. We are confident that they will withstand all types of normal weather conditions and normal frequent play. They will never need re-tuning and can be enjoyed by all, any age or ability.

All Freenotes Harmony Park ("FHP") instruments will be built to our documented procedures and with the highest quality. Our warranty provides that our products will be free of defects in manufacturing and material.

Warranty begins on date of shipment. If any failures in manufacturing or materials occur within the applicable warranty period, FHP will provide replacement parts or products as determined by FHP within 30 days after written notification.

All FHP products carry a 5-year limited warranty on all standard/stock instruments and posts. All custom instruments and posts carry a 90 day warranty.

This warranty is valid for purchases on or after January 1, 2016.

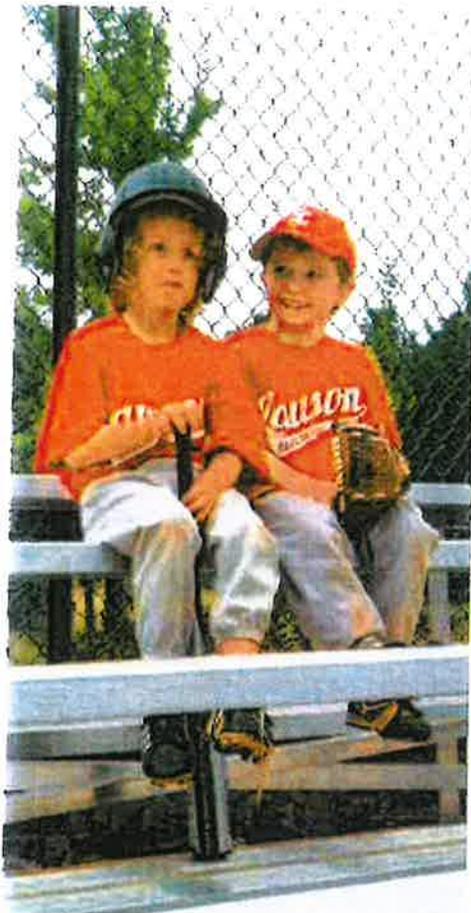
This warranty is valid only if the mounting/assembly and ground/foundation works are carried out as described in the Installation Instructions of your FHP products and maintained according to the maintenance instructions provided by FHP. For all warranty issues it is the responsibility of the customer to cover all shipping costs, when necessary, for warranty items. FHP will not be responsible for providing labor or labor costs for the replacement of products or parts.

All replacement parts or products will be covered for the duration of the original warranty.

All products must be inspected immediately upon arrival. It is your responsibility to note any shipping damage on all copies of shipping paperwork. You must report any damage within 48 hours to Freenotes Harmony Park or to your FHP distributor. Damage not reported within this time frame cannot be covered under warranty.

FHP cannot warrant against:

Theft, vandalism, misuse, negligence or accident.
Scratches on paint, aluminum, or any finishes.
Cosmetic issues or wear and tear from normal use.



5-YEAR WARRANTY

Aluminum plinks covered against blistering, cracking, peeling or flaking due to weather, temperature changes, continued exposure to rain, snow or UV rays from the sun.

1 Year Warranty - failure of structural strength of any framework component.

For full warranty information visit bleachers.net



NRS
National Recreation Systems
A PLAYCORE Company

5120 Investment Drive, Fort Wayne, IN 46808

Toll Free (888)-568-9064

Fax (260)-482-7449

E-mail: sales@bleachers.net

Online: www.bleachers.net

Limited Warranty Information:

The product I purchased is not what I expected. Can I return the product?

You may return items within 30 days of receipt for a refund. All products are warranted free of manufacturer defects for 90 days from invoice date. No other warranty, written, or implied, exists unless noted on the website or in the catalog.

To return a product, please call our customer service department 800.321.6975 to receive a return merchandise authorization number. You must have pre-authorization prior to returning a product.

Due to manufacturing changes and raw material costs, some product characteristics may vary slightly and prices may be affected.

Warranties

Power Systems (PS), LLC issues limited warranties on some of our products. We do list 3 and 5 years on some products – this does not cover normal wear and tear. This limited warranty states that the goods shall be free from defects in material and workmanship.

This warranty shall not apply in the event of defects caused by: (I.) Physical abuse of the goods or any component or acts of vandalism by any persons. (II.) Alterations, modifications made to our products will void the warranty. (III.) This warranty does not extend to normal wear and tear of a product.

SPECTRUM AQUATICS® WARRANTY

- TWO-YEAR LIMITED WARRANTY ON AQUATIC LIFTS
- THREE-YEAR LIMITED WARRANTY ON STAINLESS STEEL DECK EQUIPMENT & AQUATIC LIFT FRAME*

What is covered by this warranty? Spectrum Aquatics® warrants all products it manufactures to be free from defects in materials and factory workmanship to the original buyer. This warranty is contingent upon the proper installation, use, care and operation of the equipment for its intended purpose, and does not cover equipment that has been modified or has been subjected to abusive physical or environmental stresses. Spectrum Aquatics® agrees to repair or replace, at its sole discretion, any product that fails to perform as specified within the specified warranty period, unless otherwise noted. Warranty on pool lifts and lift components will be valid from the date of installation, which is verified by sending in the warranty card. In cases where the warranty card is not returned to Spectrum Aquatics, the beginning date for the warranty period will be the date that the pool lift was shipped from Spectrum

This warranty relates only to defects in materials and workmanship and does not include damage or failure resulting from other causes, including, but not limited to, acts of God, misuse or abuse, accident or negligence, fire, improper installation or ice damage. This warranty does not apply to fading of materials or to any corrosion of any metallic parts. Damage induced by the improper use of chemicals is not covered by this warranty. In the event that products are altered or repaired by anyone without the prior written approval of Spectrum Aquatics®, all warranties are voided.

What will Spectrum do related to the product covered by this warranty? Spectrum shall provide, F.O.B. the factory, new or reconditioned replacement product or parts (Spectrum's option). This warranty does not cover labor to remove or install equipment and parts.

What is not covered by this warranty? Damage or loss in transit as indicated by bill of lading, normal wear and tear, chemical damage, discoloration, misuse and damage or loss caused by neglect, abuse, vandalism, modification, improper installation, lack of proper maintenance (such as keeping products clean, lubricating battery contacts on lifts, etc.) or physical damage are not included in this warranty. See owner's manual for recommendations related to the use and care of the product.

Powder Coated Products: This warranty does not cover chipping, flaking, scratches or any other surface defect due to abuse, mishandling of product, or lack of maintenance and care. Due to the corrosive environments, this warranty does not cover surfaces damaged during handling or installation. Although powder coating on product is designed for long-term use, keeping products outside in the elements, inside a highly humid environment, excessive washing (including power washing) or improper maintenance may result in premature corrosion.

Parts: Components of products provided by other manufacturers are subject to the original equipment manufacturers (OEM) warranty. Examples include but not limited to batteries, actuators, control systems, valves, pumps, etc.

IMPORTANT: TO ENSURE SAFE OPERATION, USERS MUST COMPLY WITH THE PUBLISHED WEIGHT LIMITS ON SEVERAL PRODUCTS SUCH AS SLIDES, LIFTS, CHAIRS, STARTING PLATFORMS, STANDS AND LADDERS. REFER TO PRODUCT LITERATURE AND MANUALS FOR THESE LIMITATIONS.

To make a warranty claim, contact:

Spectrum Aquatics®
7100 Spectrum Lane
Missoula, MT 59808
info@spectrumproducts.com

Your Rights Under State Law: This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state. Spectrum Aquatics® disclaims all liability for damage during transportation, for incidental, special or consequential damage of whatever nature, for damage due to handling, installation, or improper operation, or for damage caused by circumstances beyond Spectrum Products™ control; in no event shall recovery of any kind against Spectrum Products™ be greater in amount than the purchase price of the equipment sold by Spectrum Aquatics® that caused alleged damage. Spectrum Aquatics® makes no warranties either expressed or implied, including any warranty of merchantability or fitness for particular purpose, other than these stated. Some states do not allow the exclusion or limitation of incidental or consequential damages, or limitations on how long on implied warranty lasts, so the above exclusions may not apply to you. No representative has authority to change or modify this warranty in any respect.

800.791.8056



UPlay Today™ Warranty

UltraPlay Systems, Inc. warrants its products to be free from defects in materials and/or workmanship, subject to normal usage and installation, for a period of 1-year from the date of shipment to the original purchaser. In the event of a claim under this warranty, UltraPlay Systems will replace the component at no cost within the first 12 months from date of shipment to the original customer. Equipment not specifically addressed in the following paragraphs is also subject to this limited 1 year warranty against defects in materials and/or workmanship.

TEN-YEAR LIMITED WARRANTY ON UPRIGHT POSTS

UltraPlay Systems provides a limited warranty on metal upright posts to be free from defects in materials or workmanship against structural failure which causes the product to become unfit for its intended use, subject to normal usage and installation, for a period of 10 years from the date of shipment to the original customer.

FIVE-YEAR LIMITED WARRANTY ON METAL PARTS

UltraPlay Systems provides a limited warranty on metal decks, steps, stairs, rails, pipes, support posts, rungs, loops, swing frame yokes and clamps to be free from defects in materials or workmanship against structural failure which causes the product to become unfit for its intended use, subject to normal usage and installation, for a period of 5 years from the date of shipment to the original customer.

FIVE-YEAR LIMITED WARRANTY ON GROUND-MOUNT METAL PARTS

UltraPlay Systems provides a limited warranty on metal footers, inground footers, surface mount plates, ground spikes, slide and climber mounting posts and plates to be free from defects in materials or workmanship against structural failure which causes the product to become unfit for its intended use, subject to normal usage and installation, for a period of 5 years from the date of shipment to the original customer.

THREE-YEAR LIMITED WARRANTY ON PLASTIC PARTS

UltraPlay Systems provides a limited warranty on the following plastic parts: slides, climbers, roofs, tunnels, bridges, panels and border timbers. These components are warranted to be free from defects in materials or workmanship, subject to normal usage and installation, for a period of 3 years from the date of shipment to the original customer.

ONE-YEAR LIMITED WARRANTY ON HARDWARE

UltraPlay Systems provides a limited warranty on hardware to be free from defects in materials or workmanship against structural failure due to breaking or shearing, subject to normal use and installation, for a period of 1 year from the date of shipment to the original customer.

ONE-YEAR LIMITED WARRANTY ON HDPE CLIMBERS AND HDPE SPRING RIDERS

UltraPlay Systems provides a limited warranty on high density polyethylene (HDPE) climbers and spring riders against degradation for a period of 1 year from the date of shipment to the original customer.

ONE-YEAR LIMITED WARRANTY ON SPRING RIDER METAL PARTS

UltraPlay Systems provides a limited warranty on metal springs, bases and brackets of spring riders to be free from defects in materials or workmanship against structural failure which causes the product to become unfit for its intended use, subject to normal usage and installation, for a period of 1 year from the date of shipment to the original customer.

ONE-YEAR LIMITED WARRANTY ON STRAP AND TOT SEAT

UltraPlay Systems provides a 1 year limited warranty on strap and tot swing seats against structural failure that causes the seat to become unfit for its intended use. Additionally, chain, "S"- hooks and hangers are covered under a one-year limited warranty.

LIMITED WARRANTY ON SITE FURNISHINGS

UltraPlay Systems provides a five-year limited warranty on the finish of thermoplastic coated site furnishings from the date of shipment to the original customer. Additionally, all site furnishings are guaranteed to be free from defects in materials or workmanship for one-year from the date of shipment to the original customer.

All warranties specifically exclude damage caused by man-made or natural disasters, vandalism, negligence, improper installation or improper use, modification, changes in appearance resulting from weathering, scratches, dents, discoloration, normal wear and tear, or marring as a result of public or private use.

Claims are limited to replacement of equipment only and do not include any costs associated with labor, removal or installation of the original or replacement product.

Warranties are valid only if products are installed and maintained in accordance with UltraPlay installation instructions and use of approved parts.

This warranty is applicable to the original owner only. Warranties are non-transferable.

Claim Procedure: To make a warranty claim, send your written statement of claim, photographs of defective equipment along with the original purchase invoice or invoice number to:

UltraPlay Systems
Customer Service
1675 Locust Street
Red Bud, IL 62278

Or Contact a Customer Service Representative at:
1-800-458-5872

Within 60 days of notice of claim under warranty, UltraPlay Systems will make arrangements to replace the damaged product. UltraPlay Systems will cover freight costs within the continental United States. UltraPlay Systems is not responsible for freight costs associated with products located outside the continental United States. UltraPlay Systems reserves the right to inspect all products identified as defective. Photos of defective equipment may be required to accompany warranty claims.

Since warranty limitations and exclusions may vary from state to state, you should check any specific warranty rights in your state.

Date of Purchase: _____

Purchaser: _____

UltraPlay Invoice Number: _____

Authorized UltraPlay Signature

Title

Visit UltraPlay on the web at www.ultraplay.com & www.uplaytoday.com





WARRANTY

UltraSite provides a limited warranty on site furnishing products. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for its intended use. The warranty covers the life of the product as defined below, and covers the product under normal use with proper maintenance, and at original installation location. See exclusions* (page 5).

THERMOPLASTIC COATED PRODUCTS

UltraSite provides a 5-year Limited Warranty on Thermoplastic coated site amenities. UltraSite guarantees all items for one full year to be free of defects in workmanship or materials when installed and maintained properly. We agree to repair or replace any items determined to be defective. Items specifically not covered by this warranty include vandalism, man-made or natural disasters, lack of maintenance, normal weathering, or wear and tear due to public abuse.

Items damaged or lost in transit are the responsibility of the carrier, whether visible or concealed. It is the responsibility of the recipient to assure that the order is received complete. Before signing the delivery receipt, inspect the shipment immediately and completely. Note any damages or shortages on the bill of lading. Damage reports must be filed within 5 days. UltraSite is not responsible for damages or loss in transit. Title to all goods passes to the customer at the time of shipment. UltraSite will assist in filing claims if the freight arrangements were made by UltraSite at your request.

HARDWARE

UltraSite provides a lifetime limited warranty on hardware against structural failure due to breaking or shearing which causes the product to become structurally unfit for its intended use; a lifetime warranty on stainless steel hardware against rust; and a one-year limited warranty on hardware against rust. See exclusions. The lifetime warranty refers to the life of the product as defined below and covers the product under normal use and proper maintenance. The cost of replacement due to scratching or cutting of certain hardware plating is not included in this warranty.

RECYCLED PLASTIC LUMBER PRODUCTS

UltraSite provides a 5-year limited warranty on recycled plastic lumber products in normal applications against splintering, decay or structural damage directly from termites or fungal decay that causes the product to become structurally unfit for its intended use. See exclusions* (page 5)



UltraSite guarantees all materials and workmanship for 5-years on any product made completely from our 100% Recycled Plastic. The guarantee excludes vandalism, improper use, product alterations, misuse, negligence, accident, theft, corrosion caused by chemicals, ice or snow damage and acts of God.

IPE WOOD, RED STAINED WOOD, PRESSURE TREATED WOOD AND UNTREATED WOOD

UltraSite provides a 1-year limited warranty on IPE wood, red stained wood, pressure-treated wood and untreated wood products against rotting, splintering, decay or structural damage directly from termites or fungal decay that causes the product to become structurally unfit for its intended use. Checking in the surface of planks are natural in all wood products and are not covered under this limited warranty. The guarantee excludes vandalism, improper use, product alterations, misuse, negligence, accident, theft, corrosion caused by chemicals, ice or snow damage and acts of God. Please follow the maintenance procedures as specified in the product maintenance guide.

LIMITED WARRANTY ON WATER FOUNTAINS AND DOG FOUNTAINS

UltraSite provides a 1-year limited warranty on all the water fountains and related components.

ULTRASHADE STRUCTURES

UltraShade warrants that the shade structure sold will be free from defects in materials under intended use for a period of 10-years from the date of delivery (Structure & Fabric). UltraShade and its suppliers will be liable for repair or replacement of materials found to be defective. The repair or replacement of materials shall be at the expense of UltraShade.

This warranty is in effect only if the structure has been assembled and installed in accordance with the UltraShade's installation drawings, and has been subjected only to normal intended use and exposure. UltraShade shall not be responsible for delays due to missing, stolen or non-conforming parts. Any rework/retrofit of non-conforming part must be authorized by UltraShade. This limited warranty is void if any damage has resulted from abnormal use, abuse, accident, vandalism, maintenance, misapplication, service or modification by someone other than UltraShade, authorized dealers, or authorized installers.

This limited warranty excludes color fading of structure within 10 miles of any area retaining salt water. Any replacement part issued during original warranty period is warranted for the remaining original warranty period or 6 months, whichever is longer.



Shade fabrics carry a 10-year limited manufacturer's warranty from the date of assembly, against failure from significant fading, deterioration, breakdown, mildew, outdoor heat, cold or discoloration, with the exception of Red, which carry a 3-year limited warranty. Should the fabric need to be replaced under the warranty, UltraShade will manufacture and ship a new fabric at no charge for the first 6 years, thereafter pro-rated over the last 4 years.

This warranty shall be void if damage to the fabric is caused by contact with chemical, misuse, vandalism, any Act of God (ie. Hurricane, tornado, micro/macrobust), including, but not limited to, ice, snow, or wind in excess of the applicable building code parameters. Fabric tops are warranted for wind/gusts up to 90mph and prior to snow or ice accumulation. The warranty will be voided if any modification or attachment is made to the rafter(s). The fabric will wear/tear should any object be placed between the rafter and fabric, voiding the warranty.

The warranty will only be applicable to the repair or replacement of defective materials. UltraShade reserves the right, in cases where certain fabric colors have been discontinued, to offer the customer a choice of available colors to replace the warranted fabric of the discontinued color. UltraShade does not warrant any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the owner of the discontinued fabric color.

NOTE: Shadesure™ fabric warranties cover fabric tops up to 40' in length.

Fabric tops over 40' in length are covered by a non-prorated 5-year warranty.

UltraShade warranties its sewing thread for a period of 8 years.

The thread will be free from defects in material/workmanship and will not be damaged by exposure to the sunlight, weather or water.

All labor for the removal, assembly and/or freight will be for the customer's account and the warranty will only be applicable to the repair or replacement of the defective material.

In the event of a claim of defect in materials, UltraShade shall be placed on notice of defect in writing, delivered to UltraShade at the address indicated below, within 30 calendar days from discovery of the defect. No later than 30 days from the date of receipt of the notice, UltraShade will determine whether to repair or to replace defective materials. UltraShade, disclaims all other warranties, expressed or implied, including any supplementary materials required for the shade installation.



ULTRASHELTER

UltraShelter warrants that the shelter sold will be free from defects in materials under intended use for a period of 10-years from the date of delivery. UltraShelter and its suppliers will be liable for repair or replacement of materials found to be defective. The repair or replacement of materials shall be at the expense of UltraShelter.

This warranty is in effect only if the structure has been assembled and installed in accordance with UltraShelter's installation drawings, and has been subjected only to normal intended use and exposure. Pre-finished metal roof surfaces, performance shall be the responsibility of the metal finisher. UltraShelter assumes no warranties with regard to finish durability.

UltraShelter shall not be responsible for delays due to missing, stolen, or non-conforming parts. Any rework/retro-fit of non-conforming parts must be authorized by UltraShelter. This limited warranty is void if any damage has resulted from abnormal use, abuse, accident, vandalism, maintenance or lack of maintenance, misapplication, service, or modification by someone other than UltraShelter, authorized dealers, or authorized installers.

This limited warranty excludes color fading of structure within 10 miles of any area retaining salt water. Any replacement part issued during original warranty period is warranted for the remaining original warranty period or 6 months, whichever is longer. In the event of a claim of defect in materials, UltraShelter shall be placed on notice of defect in writing, delivered to UltraShelter at the address indicated below, within 30 calendar days from discovery of the defect. No later than 30 days from the date of receipt of the notice, UltraShelter will determine whether to repair or to replace defective materials. UltraShelter, disclaims all other warranties, expressed or implied, including any supplementary materials required for the shelter installation.

ACTIONFIT PRODUCTS

UltraSite offers 10-year limited warranty on steel posts, stainless steel posts, welds, bars and metal accessories excluding cycle parts, and cosmetic damage or defects. A 5-year limited warranty on Stainless damper module and aluminum cycle cover, with the exclusion of cosmetic damage or defects. 2-year limited warranty on Bearings, damper, plastics, rubber parts, and some cycle parts including pedal and shaft, with the exclusion of cosmetic damage or defects. 1-year limited warranty on Rib belt of cycle, with the exclusion of cosmetic damage or defects.



ALL OTHER PRODUCTS

UltraSite offers 1-year limited warranty on all other products.

For the purpose of this warranty, *lifetime* encompasses no specific term of years, but rather that Seller warrants to its original customer for as long as the original customer owns the Product and uses the Product for its intended purpose that the Product and all parts will be free from defects in material and manufacturing workmanship.

UltraSite excludes from these warranties the cost to remove parts and reinstall replacements; replacement due to cosmetic defects or coating deterioration caused by climatic conditions; and wood replacement resulting from twisting, warping, checking, shrinking, swelling or other natural physical properties of wood.

To the extent permitted by law, these warranties are expressly in lieu of any other implied or expressed warranties or representation by any person, including any implied warranty of merchantability or fitness. These warranties provide valuable rights to you.

No Sales Representative can modify or amend the terms of this warranty.

CANCELLATIONS AND RETURNS

Cancellations are only accepted with approval of UltraSite. No merchandise shall be returned without a Return Goods Authorization number which is issued by customer service. Any authorized merchandise must be carefully packed and received in saleable condition. A restocking charge of up to 25% will be applied to all returned goods and 50% charge will be applied to all the UltraShade and UltraShelter products when the error is not the fault of UltraSite. All returns must be shipped freight prepaid.

EXCLUSION

The guarantee excludes vandalism, improper use, product alterations, misuse, negligence, accident, theft, corrosion caused by chemicals, ice or snow damage and acts of God.

UltraSite
1675 Locust St.
Red Bud, IL 62278
800.458.5872



Claim Procedure

To make a warranty claim, send your written statement of claim, along with the original purchase invoice or invoice number to:

UltraSite Customer Service
1675 Locust St.
Red Bud, IL 62278
800.458.5872

Within 60 days of notice of claim under warranty, UltraSite will make arrangements to replace the damaged product. UltraSite will cover freight costs within the continental United States. UltraSite is not responsible for freight costs associated with products located outside the continental United States. UltraSite reserves the right to inspect all products identified as damaged.

Since warranty limitations and exclusions may vary from state to state, you should check any specific warranty rights in your state.

Date of Purchase: _____

Purchaser: _____

UltraSite Invoice Number: _____

Authorized UltraSite Signature

Title

See UltraSite on the web at www.ultra-site.com



Warranty Statement

Warranty

Fountain People, Inc. shall warrant all properly installed and maintained Water Odyssey™ equipment (excluding consumables) for a period of one year from date of shipment, unless otherwise qualified, below. For systems with a factory start-up, the warranty shall extend for 18 months from date of shipment or one year from date of start-up, whichever comes first. Fountain People, Inc. at its option, shall replace or repair any materials, components, or workmanship found to be defective, within the warranty period when returned to the factory, freight prepaid. No equipment or parts may be returned to Fountain People, Inc. for repair or replacement without a factory issued RMA (Return Material Authorization).

Special Provisions

The following equipment shall be warranted for the terms noted when properly installed and maintained:

Structural Pipe: Stainless steel pipe and anchor bases used in the fabrication of Water Odyssey™ play equipment shall be warranted against structural failure for a period of 25 years.

Finish Coating: Shall be warranted for a period of 2 years against peeling or fading under normal environmental conditions.

ColorCast™ Accents: Shall be warranted for a period of 2 years against fading or cracking under normal environmental conditions.

Nozzles: Brass or stainless steel, 5 Years. PVC nozzles, 2 years.

Polyurethane Components (including Fun Forms™) shall be warranted for a period of 2 Years.

Water Odyssey™ Dynamic Sequencing Control Module 02-6210, Valve Boxes and Fiberglass Components shall be warranted against defects for a period of 3 years. All DSC Controller components, other than the 02-6210 module, are warranted for 1 year.

UV Disinfection Units Manufactured by ETS/ATG UV (excluding consumables) shall be warranted for a period of five (5) years after commencement of operation providing that the owner has entered into a service agreement with a factory trained and certified representative to annually (during the warranty period) service the unit as outlined in the Basic Operator's Guide using original manufacturers parts.

Exclusions

This warranty does not include damage resulting from lightning, vandalism, improper maintenance, operator error, Acts of God, failure to comply with codes of the jurisdiction having authority, or other conditions beyond the control of Fountain People, Inc. Nor does this warranty cover labor, freight charges, or incidental materials required to implement repairs. Fountain People, Inc. shall not be held liable for damage to other equipment or materials, or loss of time, profits, or any inconvenience, directly or indirectly, resulting from the failure of equipment or materials furnished by Fountain People, Inc. Fountain People, Inc. will not accept liability for any costs associated with the removal or replacement of equipment in difficult-to-access locations. These extraordinary costs shall be the responsibility of the customer, regardless of the reason necessitating removal of the product from service. This warranty may exclude damage to metals resulting from chemical control devices that use electrolysis as a means for generating chlorine or other chemicals to treat water. No other warranty, expressed or implied, exists beyond that included in this statement.

**EXHIBIT F
SCOPE OF WORK**

The following Scope of Work is an Exhibit to and is incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the "Contract") between the City of Charlotte and Playcore Wisconsin, Inc. d/b/a GameTime.

4. SCOPE OF SERVICES.

4.1 General Scope.

The Company shall provide various Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services that meets or exceeds the following requirements to the City and Participating Public Agencies nationwide.

Participating Public Agencies may have additional specific requirements that might not be a requirement of the Lead Public Agency. The Company agrees to provide additional information or documentation to Participating Public Agencies as may be required per the Master Intergovernmental Cooperative Purchasing Agreement (between the Lead Public Agency and the Participating Public Agency).

4.2 Product Standards and Guidelines.

It is essential that all Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services be in compliance with all current and applicable Consumer Product Safety Commission (CPSC), Americans with Disabilities Act (ADA) and ADA Accessibility Guidelines (ADAAG), and ASTM Standards and other applicable laws and regulations in the state of North Carolina or in accordance with the laws and applicable purchasing policies of the State and locality where the Participating Public Agencies exists.

Manufacturers must be a member of the International Play Equipment Manufacturers Association (IPEMA) and ISO 9001 and 14001 certified. All equipment must be IPEMA Certified and meet all current American Society of Testing and Materials (ASTM), Consumer Product Safety Commission (CPSC), and IPEMA standards.

4.2.1 American Society for Testing and Materials (ASTM):

ASTM-F1487- 11 Standard Consumer Safety Performance Specification for Playground Equipment for Public use.

ASTM-F1292-13 Standard Specification for Impact Attenuation of Surface Systems within the Use Zone of Playground Equipment.

ASTM 1951-09 Standard Specifications for Determination of Surface Systems Under and Around Playground Equipment.

ASTM F2049-11	Fences/Barriers for Public, Commercial, and Multifamily Residential Use Outdoor Play Areas.
ASTM F2075	Standard Specifications for Engineered Wood Fiber for Use as a Playground Safety Surface and Around Playground Equipment.

4.2.2 Printed Handbook for Public Playground Safety (CPSC)

Equipment must meet all guidelines stated in the "Handbook for Public Safety" published by the Consumer Product Safety Commission. Copies of publication No. 325 may be obtained from U.S. Consumer Product Safety Commission, Washington, DC 20207.

4.2.3 International Play Equipment Manufacturers Association (IPEMA)

IPEMA provides third-party Product Certification services for U.S. and Canadian public play equipment and U.S. public play surfacing materials. The services provide for the validation of a participant's certification of conformance to the standards referenced above. Both certifications are administered by Detroit Testing Laboratory, Inc. For more information on certification and membership, visit IPEMA's website at: www.ipema.org.

All equipment must be IPEMA Certified. Certification must be included with your proposal submission.

4.3 Environmental Purchasing Requirements.

The Company must provide documentation of their environmental sustainability policies, measures, and initiatives with their Proposal response per Section 2.6.15 and Section 7 - U.S. Communities Requirements of this RFP.

4.4 New Products and Services.

New Products and Services may be added to the resulting Contract(s) during the term of the Contract by written amendment, to the extent that those Products and Services are within the scope of this RFP and include, but will not be limited to, new Product added to the Manufacturer's listing offerings, and services which reflect new technology and improved functionality. All requests are subject to review and approval of the City of Charlotte.

4.5 Replacement Parts.

The Company must stock replacement parts for a minimum of 15 years on all play systems and provide parts within two (2) weeks (14 calendar days) from the time an order is placed by the Participating Public Agency.

4.6 Surfacing Material.

Surfacing Material must meet all guidelines stated in the Handbook for Public Playground Safety, and most current versions of ASTM-F1292-13, F2075-15, F3012-14, and all other applicable ASTM standards and guidelines as certified by an independent laboratory conforming to IPEMA safety standards as identified for the playground industry.

4.7 Installation.

All Products provided under this Contract that require assembly and installation should be performed by the awarded manufacturers' certified installers. Company must provide the names and addresses of each certified installer/subcontractor by geographical area.

All work must be performed according to the standards established by the terms, specifications, drawings, and construction notes for each project, and meet manufacturer's specifications and industry standards. It shall be the obligation of the Installer to obtain clarification from the Project Coordinator concerning questions or conflicts in the specifications, drawings and construction notes in a timely manner as to not delay the progress of the work.

4.8 Design.

The Company must have the capability to recommend and design appropriate play systems/structures to fit the need of the site for age groups to be determined by Participating Public Agency. Company must provide drawings (plan and elevation) of all pertinent aspects of the play equipment and its method of connection to the work. Final playground layout drawings shall be to scale and legible and must show location of play equipment and dimensions of use zones. All designs shall indicate ADA accessible routes, and percentage of ADA accessible components.

4.9 Project Management.

The Company must have the ability to provide project management services to help Participating Agencies complete their projects on-time and within budget.

4.10 Safety.

The Company and installers or subcontractors performing services for Charlotte-Mecklenburg are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. The Company and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

4.11 Literature and Catalogs.

The Company will be required to furnish and/or update all price lists, listings, color charts and other literature as requested within fifteen (15) days after notification of award. All catalogs may be electronic versions.

4.12 Warranty.

The Company should address each of the following:

1. Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
2. Warranty period start date. The City desires the warranty start at the time of substantial completion.
3. Availability of replacement parts.
4. Life expectancy of equipment under normal use.
5. Detailed information as to proposed return policy on all equipment.

4.13 Lead Time and Delivery.

1. Company must provide a four (4) week lead time on standard product, unlimited configurations, with no up charge.
2. Deliveries may be made typically between the hours of 8:30 a.m. and 3:30 p.m., local time, on regular business days unless other arrangements have been made. Delivery location shall be stated on each purchase order issued by Participating Agencies.
3. The Company will ensure that all items are delivered fully assembled or assembled by vendor or its designated subcontractor on site as may be designated by the Participating Public Agency. The Company will assure that all items are packed in accordance with prevailing commercial practices and delivered and assembled and installed in the first class condition.
4. When the purchase order calls for delivery to a specific location (other than door delivery) the vendor will deliver in accordance with the delivery instructions provided by the Participating Public Agency and shall perform inside delivery, assembly, set in place in proper location, make ready for use and remove all debris.
5. The Company shall authorize immediate replacement of any item that has been damaged in transit.
6. If deliveries are required in the evenings or weekends, or designated holidays, special installation charges will be negotiated. It is expected that the pricing will be fair and reasonable based upon specific requirements.

4.14 Optional Work.

Company will be required to provide quotations on a case-by-case basis for optional related work such as, but not limited to, removal and/or reinstallation of Playground & Fitness Equipment, timbers, and fencing as may be required to provide a full turnkey solution to Participating Public Agencies.

4.15 Material Specifications.

Equipment material specifications may vary between cities, counties, schools and states. Each Participating Entity will provide required specifications to include, but not be limited to, acceptable material, finish, diameters, thickness, gage, and angles of all components when placing orders or as necessary.

4.16 Additional Requirements.

The Company may be required and agrees to comply with additional state, or local laws and policies of the individual Participating Public Agencies.

4.17 Performance Bond.

The Company may be required to provide a performance bond as required by Participating Public Agencies for each project as required by local or state laws and policies.

4.18 Reports.

The Company must maintain all records in compliance with federal and state regulations. A statistical report and an annual tabulated report must be submitted electronically to the Lead Public Agency upon request.

4.19 Pricing.

The Company must submit a cost proposal fully supported by data adequate to establish the reasonableness of the proposed fee. One (1) firm fixed percentage

discount off of a verifiable list price for each category (defined in Section 1.3): 1) Playground Equipment (including components, replacement parts); 2) Outdoor Fitness Equipment; 3) Site Accessories; 4) Surfacing Materials; and 5) all other related Products (Shade Structures, Skate Parks, and other categorized Products); and 6) Services offered by the Company, for the life of the contract is preferred.

Prices must include manufacturer mark up, profit, item cost and storage to allow each customer the ability to calculate and verify discount. All manufacturer price lists must be identified in the Proposal response.

Proposals must include an itemized list of any Products and Services that the Company intends to include in the Master Agreement and assume responsibility for as prime contractor, but are offered by the individual authorized distributors and not included in the Company's catalog. The list must identify the distributors name and location that offers each product and service included. The Company shall be the prime contractor and remain solely responsible for contractual performance, and reporting, per Section 2.6.7 of this RFP for any Products and Services offered by the authorized distributor.

Proposals shall not include Products and Services the Company does not intend to offer, or take responsibility for, as prime contractor.

4.19.1 Volume Discounts: Please include any volume discounts offered to the Lead Public Agency and Participating Public Agencies.

4.19.2 Rebates: Please include any rebates offered to Lead Public Agency and Participating Public Agencies..

4.19.3 Product, Design and Price Comparison.

For comparison purposes only, the Company must provide the following information for the three (3) sample playground designs included in Section 6, Form 4:

1. Cost breakdown of all components using proposed discounts and list prices;
2. Manufacturer Price List ID
3. Three dimensional drawings
4. Number of kids that can use the playground;
5. Total number of play components:
 - Number of ground level components
 - Number of accessible ground level components
 - Number of elevated components
 - Number of accessible elevated components
6. Play Structure Size
7. Deck Sizes
8. Diameter of Uprights
9. Color options
10. Minimum time needed from date of design to delivery of equipment.

4.20 Installation.

Company response must include a defined installation fee program. If a percentage of total dollar amounts of each order are proposed, the Company must submit one (1) fixed percentage for all installation services for all Participating Public Agencies, regardless of location, for the life of the contract.

4.21 Shipping and Delivery.

Company must include a defined shipping program with their Proposal responses. If shipping is charged separately, only the actual cost of the freight may be added to an invoice. Shipping charges calculated as a percentage of the product price **cannot be used**.

1. Unless specifically stated otherwise in the "Shipping Program" included in the Company's Proposal response, all prices quoted must be F.O.B. destination with freight prepaid by the Company.
2. Additional costs for expedited deliveries may be added.
3. Selection of a carrier for shipment will be the option of the Participating Public Agency paying for said shipping.

4.22 Price Adjustments.

All proposed pricing shall remain firm through December 31, 2017. Company may request price increases for consideration at least sixty (60) days prior to each anniversary of the Contract effective date. All requests must be submitted in writing to City of Charlotte Procurement Management along with documentation of bona fide materials and labor increases for the cost of Products. No adjustments shall be made to compensate a Company for inefficiency in operation or for additional profit. Price decreases shall be accepted at any time during the term of the contract.

4.23 References.

Proposals must include a minimum of five (5) customer references (see Section 6, Form 7) that Company has provided products and services similar to those outlined in this RFP.

4.24 Prevailing Wages.

Company must comply with the prevailing wage requirements of each state. Please include any exceptions to this requirement in your proposal response, per Section 2.6.12 of the RFP.

EXHIBIT G
U.S. COMMUNITIES ADMINISTRATIVE AGREEMENT

The following U.S. Communities Administrative Agreement is an Exhibit to and is incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the "Contract") between the City of Charlotte and Playcore Wisconsin, Inc. d/b/a GameTime.

Project No. 7312

EXHIBIT B
SCHEDULE OF PERFORMANCE

Matt Brand

From: Brandon Seitz <brandon@gwpark.com>
Sent: Tuesday, March 14, 2023 1:30 PM
To: Matt Brand
Subject: Re: Koch Park Phase 2 Schedule of Performance

EMAIL FROM EXTERNAL SOURCE: Don't reply, click on a link or open an attachment unless you recognize the sender and know the content to be safe. If you believe this email to be unsafe, please use the [Report Phish](#) button in Outlook to notify the IT department.

Yes, that sounds good to me!

Thank you,

**Brandon
Seitz**

PLAYOLOGIST



[805-910-5971](tel:805-910-5971) c
[435-245-5055](tel:435-245-5055) o
Brandon@gwpark.com
www.gwpark.com
[Portfolio/ Catalog](#)

On Mar 14, 2023, at 1:26 PM, Matt Brand <mbrand@placentia.org> wrote:

Brandon,

This email chain is to serve as the Schedule of Performance for the Koch Phase Two playground improvements. We are taking the Contract for GameTime to City Council on March 21, 2022. Based on current production lead times, I am going to put the completion date of this contract as January 31, 2024. Once we are notified of an equipment ship date we can put together a more precise timetable for this project. Per the contract, extensions can be mutually agreed upon in writing. If this is acceptable to you, please respond with an email.

Thank you,

Matthew Brand, CYSA | Coordinator | Community Services
Placentia | 401 E. Chapman Ave. Placentia, CA 92870
☎ 714-993-8243 | 📞 (714-961-0283) | ✉ mbrand@placentia.org

<image001.jpg>

Download the iPlacentia Mobile App:

<image003.jpg><image004.png>

Follow Us: <image005.png>

CONFIDENTIALITY NOTICE

This e-mail transmission, and any documents, files or previous e-mail messages attached to it may contain information that is confidential. If you are not the intended recipient, or a person responsible for delivering it to the intended recipient, you are hereby notified that you must not read this transmission and that any disclosure, copying, printing, distribution or use of any of the information contained in or attached to this transmission is **STRICTLY PROHIBITED**. If you have received this transmission in error, please immediately notify the sender by telephone at 714-993-8232 or return e-mail and delete the original transmission and its attachments without reading or saving in any manner. Thank you.

EXHIBIT C

INSURANCE REQUIREMENTS

Contractor shall maintain and shall require all its subcontractors, consultants, and other agents to maintain the insurance listed below. Any requirement for insurance to be maintained after completion of the work shall survive this agreement.

CITY reserves the right to review any and all of the required insurance policies and/or endorsements but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this agreement.

A. Workers Compensation & Employers Liability Insurance

- Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- Employers Liability with limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- The policy shall include a written waiver of the insurer's right to subrogate against CITY.
- Required Evidence of Coverage:
 1. Subrogation waiver endorsement; and
 2. Properly completed Certificate of Insurance.

B. General Liability Insurance

- Commercial General Liability Insurance no less broad than Insurance Services Office (ISO) form CG 00 01.
- Coverage shall be on a standard occurrence form. Claims-Made forms are not acceptable without prior written consent. Modified, limited or restricted Occurrence forms are not acceptable without prior written consent.
- Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The General Aggregate

shall apply separately to each project. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Umbrella Liability Insurance. If contractor maintains higher limits than the specified minimum limits, CITY requires and shall be entitled to coverage for the higher limits maintained by contractor.

- Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$250,000 it must be approved in advance by CITY. Contractor is responsible for any deductible or self-insured retention and shall fund it upon CITY'S written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving CITY.
- Coverage shall be continued for one (1) year after completion of the work.
- CITY shall be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of the contractor. CITY shall continue to be an additional insured for completed operations for (1) year after completion of the work.
- The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard ("F" definition of insured contract in ISO form CG 00 01, or equivalent).
- The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- The policy shall cover inter-insured suits and include a "Separation of Insureds" or "severability" clause which treats each insured separately.
- The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against all persons or entities that are, or are required to be, additional insureds.
- The policy shall not contain a Contractors' Warranty or other similar language which eliminates or restricts insurance because of a subcontractor's failure to carry specific insurance or to supply evidence of such insurance.
- Required Evidence of Coverage:
 1. Copy of the additional insured endorsement or policy language granting additional insured status; (The City of Placentia, its officers, employees, representatives, attorneys, and volunteers shall be named as additional named insureds with respect to: liability arising out of

activities performed by or on behalf of the Contractor and all Subcontractors pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Contractor and all Subcontractors; automobiles owned, leased, hired, or borrowed by the Contractor and all Subcontractors.)

2. Copy of the endorsement or policy language indicating that coverage applicable to the additional insureds is primary and non-contributory;
3. Properly completed Certificate of Insurance; and

C. Automobile Liability Insurance

- Minimum Limit: \$1,000,000 combined single limit per accident.
- Coverage shall apply to all owned, hired and non-owned vehicles.
- CITY shall qualify as an additional insured.
- Required Evidence of Coverage:
 1. Copy of the endorsement or policy language indicating that CITY is an insured; and
 2. Properly completed Certificate of Insurance.

D. Contractors Pollution Liability Insurance

- Minimum Limits: \$1,000,000 per Pollution Incident; \$1,000,000 Aggregate;
- Coverage shall apply to pollution incidents at or from any location at which Contractor is performing work under this agreement.
- Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it shall be approved in advance by CITY. Contractor is responsible for any deductible or self-insured retention and shall fund it upon CITY written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving CITY.
- CITY shall be included as an additional insured for liability arising out of ongoing and completed operations by or on behalf of the Contractor. Additional insured status shall continue for one (1) year after completion of the work.
- The insurance provided to the additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by them.

Project No. 7312

- If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of work.
- The insurance shall be continued for one (1) year after completion of the work. If the insurance is on a Claims-Made basis, the continuation coverage may be provided by: (a) renewal of the existing policy; (b) an extended reporting period endorsement; or (c) replacement insurance with a retroactive date no later than the commencement of the work.
- Required Evidence of Coverage:
 1. Copy of the additional insured endorsement or policy language granting additional insured status;
 2. Copy of the endorsement or policy language indicating that coverage for the additional insureds is primary and non-contributory;
 3. Properly completed Certificate of Insurance.

E. Standards for Insurance Companies

- Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

F. Documentation

- The Certificate of Insurance shall include the following reference:
7312
- The name and address for Additional Insured endorsements and Certificates of Insurance is: City of Placentia
- Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- Current Evidence of Coverage shall be provided for the entire required period of insurance.
- Upon written request, certified copies of required insurance policies shall be provided within thirty (30) days.

Project No. 7312

EXHIBIT D

CERTIFICATES OF INSURANCE AND ENDORSEMENTS



ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA, Inc.		NAMED INSURED PlayCore Wisconsin, Inc. Dbn GameTime 150 PlayCore Drive SE Fort Payne, AL 35967	
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 Insurance

Workers' Compensation (Continued):

WLR C50669828 - AL,AZ,CA,CO,FL,GA,IL,IN,KY,MI,MN,MO,NV,NY,OK,OR,PA,SC,TN,TX,UT,VA

SCF C50669786 - CA,CO,FL,GA,IL,IN,MI,MN,MO,MT,NC,NM,NV,NY,OK,OR,PA,SC,TN,TX

SCF C50669713- Wisconsin (WI)

EFFECTIVE: AUGUST 1, 2022
EXPIRES: AUGUST 1, 2023
POLICY NUMBER: MKLV2PBC001627

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
As required by written contract executed by both parties prior to loss	All locations
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

EFFECTIVE: AUGUST 1, 2022
EXPIRES: AUGUST 1, 2023
POLICY NUMBER: MKLV2PBC001627

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
As required by written contract executed by both parties prior to loss	All locations
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.

EFFECTIVE: AUGUST 1, 2022
EXPIRES: AUGUST 1, 2023
POLICY NUMBER: MKLV2PBC001627

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.

EFFECTIVE: AUGUST 1, 2022
EXPIRES: AUGUST 1, 2023
POLICY NUMBER: MKLV2PBC001627

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:

As required by written contract executed by both parties prior to loss

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.

**ADDITIONAL INSURED –
DESIGNATED PERSONS OR ORGANIZATIONS**

Named Insured PlayCore Group, Inc.			Endorsement Number 1
Policy Symbol CAL	Policy Number H10690110	Policy Period 08/01/2022 TO 08/01/2023	Effective Date of Endorsement
Issued By (Name of Insurance Company) Indemnity Insurance Co of North America			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
EXCESS BUSINESS AUTO COVERAGE FORM**

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

- A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
1. You.
 2. Any of your "employees" or agents.
 3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.

Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

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

- A.** The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:
- This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
1. Such "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 such "insured".
- B.** The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:
- This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
1. Such "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 such "insured".

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

Named Insured PlayCore Group, Inc.			Endorsement Number 3
Policy Symbol CAI	Policy Number H10690110	Policy Period 08/01/2022 TO 08/01/2023	Effective Date of Endorsement
Issued By (Name of Insurance Company) Indemnity Insurance Co of North America			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
AUTO DEALERS COVERAGE FORM**

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of the use of a covered auto. The waiver applies only to the person or organization shown in the SCHEDULE.

SCHEDULE

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured PLAYCORE GROUP, INC. 544 CHESTNUT ST CHATTANOOGA TN 37402	Endorsement Number
	Policy Number Symbol: WLR Number: C50669828
Policy Period 08-01-2022 TO 08-01-2023	Effective Date of Endorsement 08-01-2022
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.

This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A.. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.



Authorized Representative

EXHIBIT E
CLAIMS PROCEDURE

SUMMARY OF PUBLIC CONTRACT CODE § 9204

The following procedure will apply to any claims by the Contractor on the City:

A "claim" is a separate demand on the City by a contractor on a public works project and sent by registered mail or certified mail with return receipt requested, for one or more of the following:

- A time extension, including relief from penalties for delay
- Payment by the City of money damages under the terms of the contract
- Payment of an amount that is disputed by the City

Initial Review

The claim must be supported by appropriate documentation. The City has 45 days within which to review the claim and provide the contractor with a written statement identifying the disputed and undisputed portions of the claim. If the City does not issue a written statement, the claim is deemed rejected in its entirety. The City will pay any undisputed portion of the claim within 60 days of issuing the statement.

Meet & Confer

If the contractor disputes the City's written response, or if the City does not issue one, the contractor may request in writing an informal conference to meet and confer for possible settlement of the claim. The City will schedule the meet and confer conference within 30 days of this request and provide a written statement identifying the remaining disputed and undisputed portions of the claim within 10 business days of the meet and confer. The City will pay the undisputed portion within 60 days of issuing this statement.

Mediation

With respect to any disputed portion remaining after the meet and confer, the City and contractor will submit the matter to nonbinding mediation, agree to a mediator within 10 business days after issuing the written statement, and share mediation costs equally. If mediation is unsuccessful, then the terms of the public works agreement and applicable law will govern resolution of the dispute.

Miscellaneous Provisions

Amounts not paid by the City in a timely manner bear interest at 7% per annum. Subcontractors may submit claims via this procedure through the general contractor. The City and contractor may waive the requirement to mediate but cannot otherwise waive these claim procedures.



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF COMMUNITY SERVICES

DATE: MARCH 21, 2023

SUBJECT: **APPROVAL OF THE DESIGN CONCEPT PLAN FOR PLAYGROUND RENOVATIONS AT TUFFREE PARK AND APPROVAL OF PUBLIC WORKS AGREEMENT WITH PLAYCORE D.B.A. GAMETIME FOR THE PURCHASE AND INSTALLATION OF THE PLAYGROUND AND SHADE SAILS EQUIPMENT, CIP PROJECTS NO. 7301 AND NO. 7302**

FISCAL

IMPACT: BUDGETED: \$300,000.00 (697301-6760) PROJECT NO. 7301
\$ 45,000.00 (697302-6760) PROJECT NO. 7302

EXPENSE: \$338,054.12

SUMMARY:

The Placentia Parks Initiative ("PPI") is a citywide initiative which is aimed at establishing a significant capital investment into the City's parks and open space by improving and renovating aging park infrastructure and amenities over the course of the next two (2) fiscal years. At the May 18, 2021 meeting, the City Council approved the PPI as a tool to be utilized for prioritizing park and building improvement projects as funding becomes available. Included in the PPI was the renovation of the Tuffree Park playground and addition of shade sails for the picnic shelter area.

The project will include the complete removal of the existing playground structure. The new playground structure will feature a baseball theme complete with new engineered wood fiber surfacing. Other additions will include a new shade sail for the park picnic area, a baseball glove climber, new slides, and swings.

The design concept plan has been reviewed by Staff and was presented to the Parks, Arts, and Recreation Commission (PARC) at the February 14, 2023 Commission meeting for their review. Funding for the project has been identified as \$300,000 for the playground equipment and \$45,000 for the shade sails equipment from Quimby In-Lieu Fees in the current Capital Improvement ("CIP") budget.

Staff and the PARC Commission recommend the City Council approve the concept design plan. The proposed action will approve the design plan of the Tuffree Park playground renovation and addition of the shade sails project and will award a Public Works Agreement to PlayCore d.b.a. GameTime (PlayCore), for the purchase and installation of the playground equipment and shade

3.c.

March 21, 2023

sails equipment in the amount of \$338,054.12, satisfying CIP projects No. 7301 and No. 7302, as outlined in the PPI.

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Provide Staff with input to incorporate into the design plan for the renovation of the Tuffree Park playground and shade sails projects; and
2. Approve the design concept plan for the Tuffree Park playground renovation project and addition of the shade sails; and
3. Approve the purchase of the Tuffree Park playground and shade sails equipment utilizing the budgeted CIP funding in Fiscal Year 2022-2023 for projects 7301 and 7302; and
4. Award a Public Works Agreement to PlayCore d.b.a. GameTime for the Tuffree Park playground and shade sails equipment renovation project in the amount of \$338,054.12; and
5. Authorize the City Administrator to approve contract change orders up to a total of \$6,945.88 or a not-to-exceed total contract amount of \$345,000; and
6. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

STRATEGIC PLAN STATEMENT:

This item is consistent with the City Council approved 5-Year Strategic Plan Goal to Implement Public Infrastructure to Meet Community Needs and complete the Placentia Parks Initiative, under Objective #5.2.

DISCUSSION:

At the May 18, 2021 meeting, the City Council approved the Placentia Parks Initiative (PPI) as a tool to be utilized for prioritizing park and building improvement projects as funding becomes available. Included in the PPI was the renovation of the Tuffree Park playground and addition of shade sails for the picnic area. The project will include the complete removal and replacement of the existing playground structure, and the addition of a shade sail for the park picnic area. The playground design will complement the park's existing baseball fields and feature, a baseball glove climber and tunnel, stadium lights accent panel, parallel climbing bars, baseball steppers that will lead to a bat and ball climber, and swings. Additionally, all the existing aging rubberized surfacing will be replaced with ADA accessible engineered wood fiber.

The total budget for the project is outlined in the Fiscal Year 2022-2023 Capital Improvement Program (CIP) budget. Funding for the project has been identified as \$300,000 for the playground equipment and \$45,000 for the shade sails equipment from Quimby In-Lieu Fees.

The design concept plan provided by PlayCore d.b.a. GameTime ("PlayCore"), aligns with the City Council approved Placentia Park Initiative ("PPI"), to enhance play experiences throughout the City's parks system, by creating unique "themed" playgrounds that are all different. The Parks, Arts, and Recreation (PARC) Commission reviewed the design concept plans for the renovation of the Tuffree Park playground and addition of the shade sails, at the February 14, 2023, meeting. The PARC Commission recommends approval of the proposed design concept plans provided by PlayCore. Per the Commission's recommendation, the provided concept plan provides for a creative design, that also incorporates early childhood play and meets the City's proposed project budget. Additionally, the fun and colorful Baseball theme adds a playful element to the park that is consistent with the existing baseball fields that are utilized by Placentia youth sports groups and programs.

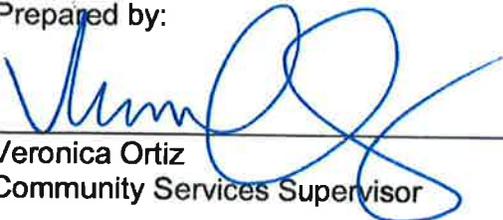
Upon approval of the concept design, Staff will work with PlayCore, to order and finalize the installation of the playground equipment and shade sails for the park. Additional park amenities will also be ordered per the concept design from a separate CIP budget fund. Staff recommends the City Council approve the concept design plans and award a Public Works Agreement to PlayCore, for the purchase and installation of the playground and shade sails equipment in the amount of \$338,054.12.

A total of one (1) OMNIA Partners (OMNIA) cost proposal for this project was received. OMNIA is a national public sector cooperative purchasing organization. Based on PlayCore's experience, references, and the automatic low bid received through OMNIA, Staff recommends that the City Council award a Public Works contract to PlayCore in the amount of \$338,054.12, and an additional \$6,945.88 in contingency funds for change orders related to unforeseen conditions encountered during construction. The project budget will be funded utilizing CIP funds currently identified in FY 2022-2023 CIP budget.

FISCAL IMPACT:

The City Council budgeted \$300,000.00 for the Tuffree Park playground renovation and \$45,000 for the additional shade sails for the picnic area from Quimby In-Lieu Fees in the Capital Improvement Program (CIP) in the current Fiscal Year 2022-2023 budget. The total budget for both the playground and shade sails projects is \$345,000.00. Therefore, sufficient funds exist in the CIP budget to order, purchase, and install the playground equipment and shade sails at \$338,054.12. Additional new park item such as barbecues, picnic benches, and hydration stations will also be ordered, utilizing currently budgeted CIP project funds for the replacement of various amenities throughout the park, thereby enhancing the proposed new playground area.

Prepared by:



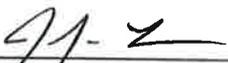
Veronica Ortiz
Community Services Supervisor

Reviewed and approved by:



Karen Crocker
Director of Community Services

Reviewed and approved by:



Jennifer Lampman
Director of Finance

Reviewed and approved by:



Damien R. Arrula
City Administrator

Attachments:

1. Tuffree Park Playground and Shade Sails Concept Design Plans
2. PlayCore d.b.a. GameTime Playground and Shade Sails Purchase and Installation Contract



City of Placentia

Tuffree Park Concept Plan

March 21, 2023

Background

- In May 2021, the City Council approved the Placentia Parks Initiative (PPI); a citywide plan which is aimed at establishing a significant investment into the City's parks and open spaces
- As part of the PPI, the City created a priority list of park projects and allocated funding for the completion of the projects over the course of the next two (2) Fiscal Years
- Included in the PPI is a goal to create "destination parks" by improving aging park infrastructure and providing unique "themed" playgrounds that are all different
- Tuffree Park is included in the PPI for renovation of the existing playground and addition of a new shade sail for the picnic area
- A total of one (1) OMNIA Partners cost proposal for this project was received in the amount of \$338,054.12
- The total project budget is \$345,000
- The proposed design from PlayCore d.b.a. GameTime will align with the City's vision established in the PPI



Current Park Photos



Current Park Photos



Concept Plans



Concept Plans



Concept Plans



Questions & Comments



**CITY OF PLACENTIA
PUBLIC WORKS AGREEMENT FOR
TUFFREE PLAYGROUND RENOVATION**

THIS AGREEMENT (herein "Agreement"), is made and entered into this 21 day of March, 2023 by and between the CITY OF PLACENTIA, a municipal corporation and charter city, (herein "City") and PlayCore Wisconsin Inc. d/b/a GameTime (herein "Contractor"). The parties hereto agree as follows:

WITNESSETH:

A. WHEREAS, City requires the renovation of the playground at Tuffree Park as set forth more fully in this Agreement.

B. WHEREAS, Contractor represents to City that Contractor is qualified to perform said work and has submitted a proposal to City for the same.

C. WHEREAS, City desires to have Contractor perform said services on the terms and conditions set forth herein.

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

E. WHEREAS, this Agreement is authorized under City Administrator's authority to execute contracts under \$25,000. Placentia Municipal Code Section 3.08.085.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, City and Contractor hereby agree as follows:

1.0 DEFINITIONS

1.1 Definitions. As used in this Agreement, the following definitions shall be applicable:

- (a) Contractor. Contractor shall mean PlayCore Wisconsin Inc. d/b/a GameTime a (Wisconsin corporation, partnership, individual) located at 150 PlayCore Drive SE Fort Payne AL 35967.
- (b) City. City shall mean the City of Placentia, a Municipal Corporation and Charter City, located at 401 E. Chapman, Placentia, California 92870.
- (c) City Council. City Council shall mean the City Council of the City of Placentia.
- (d) Contract Officer shall mean the person designated by the City Administrator or City Engineer of City and shall have the duties set forth

in Section 5.2.

- (e) **Services.** Services shall mean the services to be performed by the Contractor pursuant to this Agreement.
- (f) **Satisfactory.** Satisfactory shall mean satisfactory to the City Administrator or his/her designee.

2.0 SERVICES OF CONTRACTOR

2.1 **Scope of Services.** In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and services and Contractor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended.

2.2 **Documents Included in Contract.** This contract consists of this Agreement and any Exhibits, which are incorporated herein by this reference. In the event of an inconsistency, the terms of this Agreement shall govern.

2.3 **Compliance with Law.** All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered, including but not limited to, the claims procedure set forth in Public Contract Code Section 9204, a summary of which is attached to this agreement as Exhibit "E."

2.4 **Licenses, Permits, Fees and Assessments.** Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement, including registration with the Department of Industrial Relations of the State of California as required by Labor Code Section 1725.5 before commencing performance under this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder. Contractor shall be responsible for all subcontractors' compliance with this Section 2.4.

2.5 **Familiarity with Work.** By executing this Contract, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

2.6 Standard of Performance. Contractor, its subcontractors and their employees, in the performance of Contractor's work under this Agreement shall be responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures used in the Contractor's field.

Any costs for failure to meet the foregoing standard or to correct otherwise defective work that requires re-performance of the work, shall be borne in total by the Contractor and not by the City. The failure of a project to achieve the performance goals and objectives stated in this Agreement is not a basis for requesting re-performance unless the work conducted by Contractor and/or its subcontractors is deemed by the City to have failed the foregoing standard of performance.

In the event Contractor fails to perform in accordance with the above standard:

1. Contractor will re-perform, at its own expense, any task which was not performed to the reasonable satisfaction of City. Any work re-performed pursuant to this paragraph shall be completed within the time limitations originally set forth for the specific task involved. Contractor shall work any overtime required to meet the deadline for the task at no additional cost to the City;
2. The City shall provide a new schedule for the re-performance of any task pursuant to this paragraph in the event that re-performance of a task within the original time limitations is not feasible; and
3. The City shall have the option to direct Contractor not to re-perform any task which was not performed to the reasonable satisfaction of the City Project Manager pursuant to application of (1) and (2) above. In the event the City directs Contractor not to re-perform a task, the City shall negotiate a reasonable settlement for satisfactory work performed. No previous payment shall be considered a waiver of the City's right to reimbursement.

Nothing contained in this section is intended to limit any of the rights or remedies which the City may have under law.

2.7 Care of Work. The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

2.8 Further Responsibilities of Parties. Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other. Contractor shall require all subcontractors to comply with the provisions of this agreement.

2.9 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to

the Contractor, incorporating therein any adjustment in (i) the Contract Sum as set forth in Section 3.1, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of ten percent (10%) or less of the Contract Sum, may be approved by the City Administrator. 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. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.

2.10 Prevailing Wage Laws. Contractor represents and warrants that it is registered with the Department of Industrial Relations pursuant to SB 854 and Labor Code 1725.5. Contractor shall ensure that its subcontractors comply with said requirements. In accordance with Labor Code Section 1770 et seq., the Director of the Department of Industrial Relations of the State of California has ascertained a general prevailing rate of wages, which is the minimum amount, which shall be paid to all workers employed to perform the work pursuant to this Agreement. A copy of the general prevailing wage rate determination is on file in the Office of the City Clerk and is hereby incorporated by reference into this Agreement. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. Contractor must forfeit to the City Twenty Five Dollars (\$25.00) a day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. Contractor is required to post a copy of such wage rates at all times at the contract site. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced. Contractor also shall comply with State law requirements to maintain payroll records and shall provide for certified records and inspection of records as required by California Labor Code Section 1770 et. seq., including Section 1776. Contractor shall comply with all statutory requirements relating to the employment of apprentices.

3.0 COMPENSATION

3.1 Contract Sum. For the services rendered pursuant to this Agreement, the Contractor shall be compensated as specified herein, Three Hundred Thirty Eight Thousand Fifty Four Dollars Twelve Cents (\$338,054.12), but not exceeding the maximum contract amount of Three Hundred Forty Five Thousand Dollars Thirteen Cents. (\$345,000.00) herein "Contract Sum", except as provided in Section 2.9. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

3.2 Progress Payments. Prior to the first day of the month, during the progress of the work, commencing on the day and month specified in the Agreement, Contractor shall submit to the Contract Officer a complete itemized statement of all labor and materials incorporated into the work during the preceding month and the portion of the contract sum applicable thereto. Upon approval in writing by the Contract Officer, payment shall be made in thirty (30) days. City shall pay Contractor a sum based upon ninety percent (90%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining ten percent (10%) thereof shall be retained as performance security. Refer to Section 8.4 of this Agreement for retention of funds.

4.0 PERFORMANCE SCHEDULE

4.1 Time of Essence. Time is of the essence in the performance of this Agreement.

4.2 Schedule of Performance. Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "B", and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Scope of Services may be approved in writing by the Contract Officer.

4.3 Force Majeure. The time period(s) specified in the Scope of Services for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes for the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

4.4 Term. Unless earlier terminated in accordance with Section 8.9 of this Agreement, this Agreement shall continue in full force and effect until final approval and acceptance of the project by the Contract Officer. Notwithstanding the foregoing, this Agreement shall terminate no later than January 31, 2024, unless the parties mutually agree in writing to extend the term.

5.0 COORDINATION OF WORK

5.1 Representative of Contractor. The following principals of Contractor are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Clint Whiteside

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City.

5.2 Contract Officer. The Contract Officer shall be such person as may be designated by the City Administrator or City Engineer of City. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions that must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the

approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

5.3 Prohibition Against Assignment. The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

5.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its subcontractors, agents or employees, performs the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, subcontractors, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its subcontractors, agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint enterprise with Contractor.

5.5 Identity of Persons Performing Work. Contractor represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services set forth herein. Contractor represents that the tasks and services required herein will be performed by Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services.

5.6 Utility Relocation. City is responsible for removal, relocation, or protection of existing main or trunk line utilities to the extent such utilities were not identified in the invitation for bids or specifications. City shall reimburse contractor for any costs incurred in locating, repairing damage not caused by contractor and removing or relocating such unidentified utility facilities, including equipment idled during such work. Contractor shall not be assessed liquidated damages for delay arising from the removal or relocation of such unidentified utility facilities.

5.7 Trenches or Excavations. Pursuant to California Public Contract Code Section 7104, in the event the work included in this Agreement requires excavations more than four (4) feet in depth, the following shall apply.

- (a) Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site

different from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

- (b) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order per Section 2.9 of this Agreement.
- (c) That, in the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

6.0 INSURANCE AND INDEMNIFICATION

6.1 Insurance. The Contractor and all subcontractors, if any, shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, as set forth in Exhibit "C" attached hereto and incorporated herein by this reference.

Conditions:

In accordance with Public Contract Code Section 20170, the insurance of surety companies who provide or issue the policy shall have been admitted to do business in the State of California with a credit rating of A- or better.

This insurance shall not be canceled, limited in scope or coverage or non-renewed until after thirty (30) days prior written notice has been given to the Community Development Director, City of Placentia, 401 E. Chapman Ave., Placentia, California 92870.

Any insurance maintained by the City of Placentia shall apply in excess of and not combined with insurance provided by this policy.

The City of Placentia, its officers, employees, representatives, attorneys, and volunteers shall be named as additional named insureds with respect to: liability arising out of activities performed by or on behalf of the Contractor and all Subcontractors pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Contractor and all Subcontractors; automobiles owned, leased, hired, or borrowed by the Contractor and all Subcontractors.

Prior to commencement of any work under this contract, Contractor shall deliver to the City insurance endorsements confirming the existence of the insurance required by this contract, and including the applicable clauses referenced above.

Such endorsements shall be signed by an authorized representative of the insurance company and shall include the signatory's company affiliation and title. Should it be deemed necessary by the City, it shall be Contractor's responsibility to see that the City receives documentation, acceptable to the City, which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company.

If the Contractor fails to maintain the aforementioned insurance, or secure and maintain the aforementioned endorsement, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement. However, procuring of said insurance by the City is an alternative to other remedies the City may have, and is not the exclusive remedy for failure of Contractor to maintain said insurance or secure said endorsement. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which became due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this agreement.

Each contract between the Contractor and any subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section 6.1.

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

6.3 Indemnification. Contractor shall defend, indemnify, hold free and harmless the City of Placentia, its elected and appointed officials, officers, agents and employees, at Contractor's sole expense, from and against any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising or alleged to arise out of or in connection with the performance of the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising or alleged to arise from the negligent acts or omissions of Contractor hereunder, or arising or alleged to arise from Contractor's performance of or failure to perform any term, provision, covenant or condition of this Agreement.

- (a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith.
- (b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents',

employees', subcontractors' or invitees') negligent performance of or failure to perform such work, operations or activities hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom.

- (c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel selected by City.
- (d) Contractor's duty to defend and indemnify as set out in this Section 6.2 shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

Notwithstanding the foregoing, Contractor shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City.

The Contractor's indemnification obligations pursuant to this Section 6.3 shall survive the termination of this Agreement. Contractor shall require the same indemnification from all subcontractors.

6.4 Sufficiency of Insurer or Surety. Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances. In the event the Senior Management Analyst of City ("Senior Management Analyst") determines that the work or services to be performed under this Agreement creates an increased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies required by this Section 6 may be changed accordingly upon receipt of written notice from the Senior Management Analyst; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Senior Management Analyst to the City Council of City within ten (10) days of receipt of notice from the Senior Management Analyst.

6.5 Substitution of Securities. Pursuant to California Public Contract Code Section 22300, substitution of eligible equivalent securities for any monies withheld to ensure performance under the contract for the work to be performed will be permitted at the request and expense of the successful bidder.

7.0 RECORDS AND REPORTS

7.1 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

7.2 Records. Contractor shall keep, and require subcontractors to keep, such books and records (including but not limited to payroll records as required herein) as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

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

8.0 GENERAL PROVISIONS

8.1 Governing Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

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

The Principal set forth in Section 5.1 above shall be the representative for Contractor for purposes of this Agreement, and shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

8.3 Disputes. In the event either party fails to perform its obligations hereunder, the nondefaulting party shall provide the defaulting party written notice of such default. The defaulting party shall have ten (10) days to cure the default; provided that, if the default is not reasonably susceptible to being cured within said ten (10) day period, the defaulting party shall have a reasonable time to cure the default, not to exceed a maximum of thirty (30) days, so long as the defaulting party commences to cure such default within ten (10) days of service of such notice and diligently prosecutes the cure to completion; provided further that if the default is an immediate danger to the health, safety and general welfare, the defaulting party shall take such immediate action as may be necessary. Notwithstanding the foregoing, the nondefaulting party may, in its sole and absolute discretion, grant a longer cure period. Should the defaulting party fail to cure the default within the time period provided in this Section, the nondefaulting party shall have the right, in addition to any other rights the nondefaulting party may have at law or in equity, to terminate this Agreement. Compliance with the provisions of this Section 8.3 shall be a condition precedent to bringing any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured.

8.4 Retention of Funds. Progress payments shall be made in accordance with the provisions of Section 3.2 of this Agreement. In accordance with said section, City shall pay Contractor a sum based upon ninety percent (90%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining ten percent (10%) thereof shall be retained as performance security to be paid to the Contractor within sixty (60) days after final acceptance of the work by the City Administrator or his/her designee, after Contractor shall have furnished City with a release of all undisputed contract amounts if required by City. In the event there are any claims specifically excluded by Contractor from the operation of the release, the City may retain proceeds (per Public Contract Code 7107) of up to 150% of the amount in dispute. City's failure to deduct or withhold shall not affect Contractor's obligations hereunder.

8.5 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval

shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.6 Rights and Remedies. Rights and Remedies are cumulative except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

8.7 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.8 Liquidated Damages. Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City Five Hundred Dollars (\$500) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Scope of Services (Exhibit A) or Schedule of Performance (Exhibit A). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

8.9 Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, Contractor shall vacate any City owned property which Contractor is permitted to occupy hereunder and City may, after compliance with the provisions of Section 8.3, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of setoff or partial payment of the amounts owed the City as previously stated.

8.10 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and shall be deemed to be given when served personally or deposited in the US Mail, prepaid, first-class mail, return receipt requested, addressed as follows:

To City: City of Placentia
401 E. Chapman Ave
Placentia, California 92870
Attn: Matthew Brand

To Contractor: PlayCore Wisconsin Inc.
Clint Whiteside
150 PlayCore Drive SE
Fort Payne AL 35967

8.11 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.12 Conflict of Interest. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

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

8.13 Covenant Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. To the extent required by law, contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

8.14 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.15 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.16 Hiring of Illegal Aliens Prohibited. Contractor shall not hire or employ any person to perform work within the City of Placentia or allow any person to perform work required under this Agreement unless such person is properly documented and legally entitled to be employed within the United States.

8.17 Unfair Business Practices Claims. In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of

Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body renders final payment to the contractor without further acknowledgment by the parties. (Sec. 7103.5, California Public Contract Code).

8.18 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

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

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

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

8.21 Legal Responsibilities. The Contractor shall keep itself informed of City, State, and Federal laws, ordinances and regulations, which may in any manner affect the performance of its services pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws, ordinances and regulations. Neither the City, nor its officers, agents, or employees shall be liable at law or in equity as a result of the Contractor's failure to comply with this section.

8.22 Termination for Convenience. The City may terminate this Agreement without cause for convenience of the City upon giving contractor 30 days prior written notice of termination of the Agreement. Upon receipt of the notice of termination the Contractor shall cease all further work pursuant to the Agreement. Upon such termination by the City the Contractor shall not be entitled to any other remedies, claims, actions, profits, or damages except as provided in this paragraph. Upon the receipt of such notice of termination Contractor shall be entitled to the following compensation:

1. The contract value of the work completed to and including the date of receipt of the notice of termination, less the amount of progress payments received by contractor.

2. Actual move-off costs including labor, rental fees, equipment transportation costs, the costs of maintaining on-site construction office for supervising the mover-off.

3. The cost of materials custom made for this Agreement which cannot be used by the Contractor in the normal course of his business, and which have not been paid for by City in progress payments.

4. All costs shall not include any markups as might otherwise be allowed by any plans or specifications which were a part of the Agreement.

The provisions of this paragraph shall supersede any other provision of the Agreement or any provision of any plans, specification, addendums or other documents which are or may become a part of this Agreement. City and Contractor agree that the provisions of this paragraph are a substantive part of the consideration for this Agreement.

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

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

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

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

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

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

Project No. 7301, 7302

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

8.30 Funding Source Conditions – Contractor's Obligation. Contractor acknowledges that the City may be paying for the Project by using funds it receives or will receive from various funding sources in the form of grants and/or subsidies, and the like under certain terms and conditions. Contractor acknowledges and agrees that any failure of the Contractor and/or its subcontractors to perform its obligations under the Contract, including, but not limited to, timely submitting accurate reports and records, that in any way results in the City not meeting the terms and conditions placed on the funds by the funding source, or forfeiting its entitlement to or, otherwise, not receiving, the funds, then the Contractor shall be liable to pay the City for the funds not granted to the City on the Project.

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

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

ATTEST:

CITY OF PLACENTIA,
A municipal corporation and Charter City

Ward Smith, Mayor

Date: _____

CONTRACTOR

Clint Whiteside
Signature

Date: 3/16/2023

Clint Whiteside, Director of Sales Administration

Name and Title

39-1720480

Social Security or Taxpayer ID Number

Project No. 7301, 7302

ATTEST:

Robert McKinnell, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Rosanna Ramirez, Deputy City Administrator

Date: _____

APPROVED AS TO CONTENT:

Project Manager

Date: _____

DEPARTMENTAL APPROVAL

Karen Crocker, Director of Community Services

Date: _____

Project No. 7301, 7302

EXHIBIT A
SCOPE OF SERVICES

Proposal for
City of Placentia

Prepared by



03-13-2023
Job # 108044-01

Tuffree Park - Playground Option 3



800.235.2440 | gwpark.com

**Tuffree Park Playground- Project 108044-01-Opt 3
Placentia, CA**



A STRONG FOUNDATION IN PLAY FOR OVER 50 YEARS

P: (435) 245-5055 / F: 435 245-5057 Nate@gwpark.com



**Tuffree Park Playground- Project 108044-01-Opt 3
Placentia, CA**



A STRONG FOUNDATION IN PLAY FOR OVER 50 YEARS

P: (435) 245-5055 / F: 435 245-5057 Nate@gwpark.com



**Tuffree Park Playground- Project 108044-01-Opt 3
Placentia, CA**



A STRONG FOUNDATION IN PLAY FOR OVER 50 YEARS

P: (435) 245-5055 / F: 435 245-5057 Nate@gwpark.com



**GREAT WESTERN
RECREATION**

**Tuffree Park Playground- Project 108044-01-Opt 3
Placentia, CA**



A STRONG FOUNDATION IN PLAY FOR OVER 50 YEARS

P: (435) 245-5055 / F: 435 245-5057 Nate@gwpark.com



**Tuffree Park Playground- Project 108044-01-Opt 3
Placentia, CA**

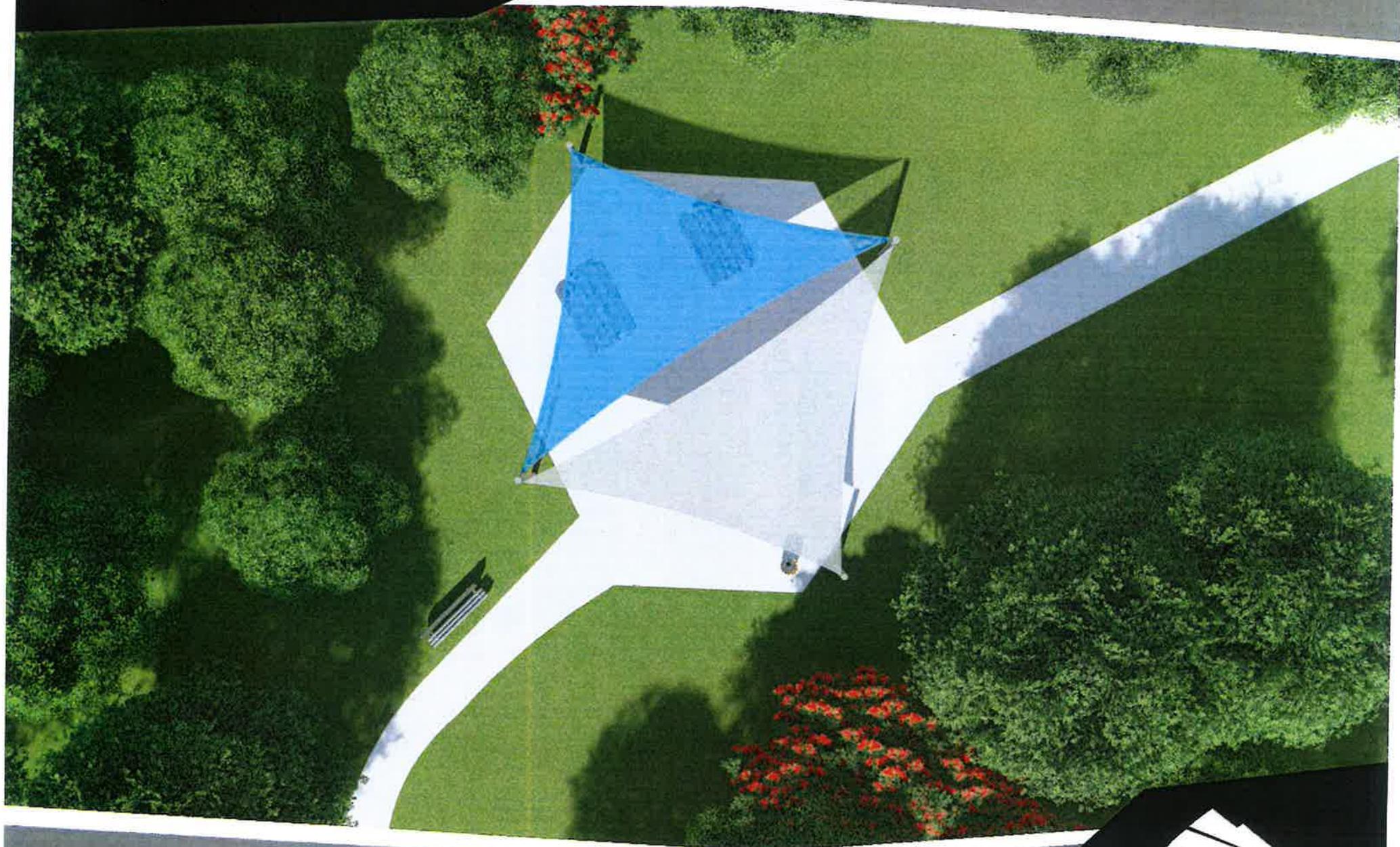


A STRONG FOUNDATION IN PLAY FOR OVER 50 YEARS

P: (435) 245-5055 / F: 435 245-5057 Nate@gwpark.com



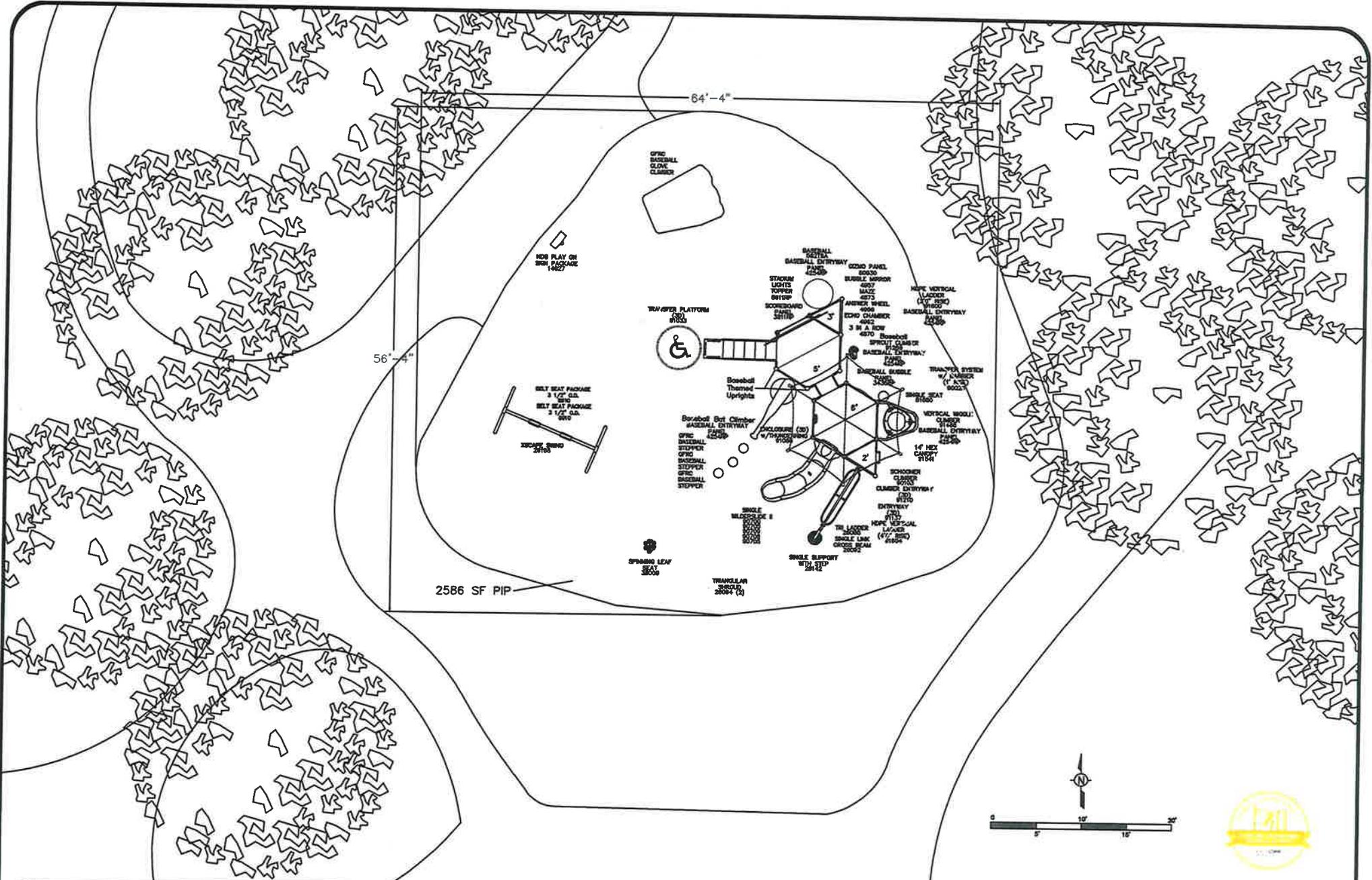
**Tuffree Park Playground- Project 108044-01-Opt 3
Placentia, CA**



A STRONG FOUNDATION IN PLAY FOR OVER 50 YEARS

P: (435) 245-5055 / F: 435 245-5057 Nate@gwpark.com





City of Placentia
Tufree Park
Placentia, CA
Representative
Great Western Recreation

SALES REP
BRANDON SEITZ
805-910-5971
BRANDON@GWPARK.COM

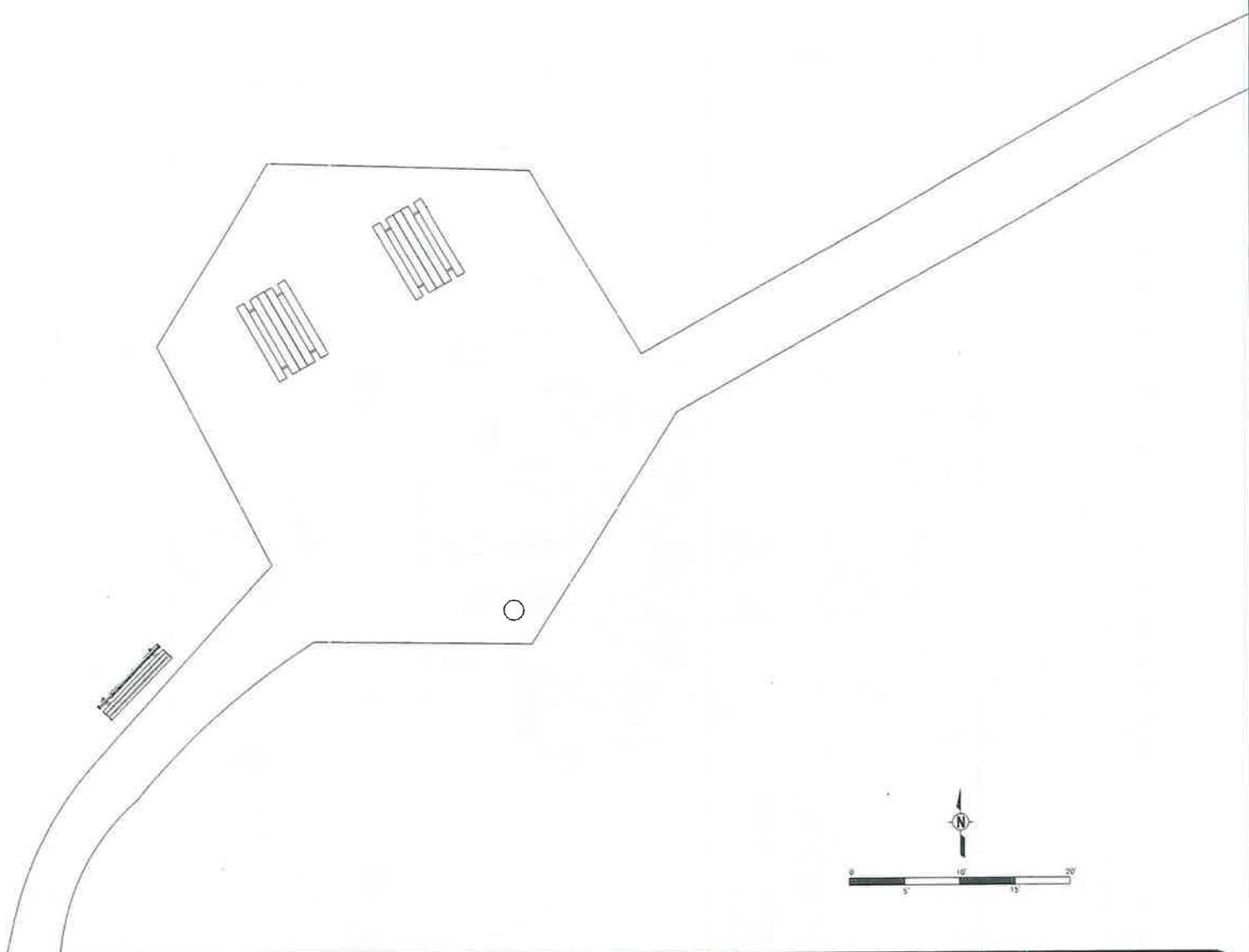
Total Elevated Play Components	10		
Total Elevated Play Components Accessible By Ramp	8	Required	5
Total Elevated Components Accessible By Transfer	8	Required	3
Total Accessible Ground Level Components Shown	8	Required	3
Total Different Types Of Ground Level Components	5	Required	3

This play equipment is recommended for children ages
5 - 12

Minimum Area Required:
-
Scale: -
This drawing can be scaled only when in an 18" x 24" format

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Drawn By:
QL
Date:
03/13/2023
Drawing Name:
108044-01-OPT3



SHADES
Tufree Park
Placentia, CA
 Representative
Great Western Recreation

SALES REP
BRANDON SEITZ
 805-910-5971
BRANDON@GWPARK.COM

Total Elevated Play Components	-	Required	-
Total Elevated Play Components Accessible By Ramp	-	Required	-
Total Elevated Components Accessible By Transfer	-	Required	-
Total Accessible Ground Level Components Shown	-	Required	-
Total Different Types Of Ground Level Components	-	Required	-

This play equipment is recommended for children ages -

Minimum Area Required: -
 Scale: -
 This drawing can be scaled only when in an 18" x 24" format

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614.

Drawn By:
QL
 Date:
02/24/2023
 Drawing Name:
SHADES



GameTime C/O Great Western Recreation
 P.O. Box 680121
 Fort Payne, AL 35967
 Office: 435-245-5055 Fax: 435-245-5057
 www.gwpark.com

03/13/2023
 Quote #
 108044-01-03

Tuffree Park - Playground CPRS Grant CWO Option 3

City of Placentia
 Attn: Karen Crocker
 401 East Chapman Avenue
 Placentia, CA 92870
 Phone: 714-993-8227
 kcrocker@placentia.org

Ship to Zip 92867

Quantity	Part #	Description	Unit Price	Amount
1	RDU	GameTime - Custom 5-12 Playground Equipment- Reference Drawing #108044-01-Opt3	\$64,529.00	\$64,529.00
1	14927	GameTime - NDS Play On Sign Package		
1	26168	GameTime - Xscape Swing 3 1/2" X 8'	\$1,987.00	\$1,987.00
2	8910	GameTime - Belt Seat 3 1/2"Od(8910)	\$366.00	\$732.00
1	38009	GameTime - Spinning Leaf Seat (Straight)	\$1,062.00	\$1,062.00
6	4254RP	GameTime - Baseball Entryway Panel	\$1,832.00	\$10,992.00
1	3435RP	GameTime - Baseball Bubble Panel	\$4,480.00	\$4,480.00
1	5611RP	GameTime - Stadium Lights Topper	\$4,380.00	\$4,380.00
1	0367LD	GameTime - Baseball Sprouts	\$2,880.00	\$2,880.00
1	3811RP	GameTime - Baseball Scoreboard Panel	\$2,400.00	\$2,400.00
1	829TSA	Landmark Design GFRC - Bat and Ball Climber- 2'-10" W x 7'-9" L x 4'-8" T	\$25,360.00	\$25,360.00
1	702TSA	Landmark Design GFRC - Baseball Glove Tunnel- 5' x 7' x 5' tall	\$33,400.00	\$33,400.00
1	668TSA	Landmark Design GFRC - Baseball Steppers, Set of 3	\$11,160.00	\$11,160.00
1	582TSA	Landmark Design GFRC - Baseball- 3'6" dia x 3'6" tall	\$11,200.00	\$11,200.00
2	830TSA	Landmark Design GFRC - Baseball Bat Themed Uprights- Includes upright	\$9,160.00	\$18,320.00
1	CRATE FEE	Landmark Design GFRC - Crate fee for Themed Uprights	\$400.00	\$400.00
1	SAIL METAL	Superior International - Custom Shade Design SAIL METAL- C1 (1) COLUMN: 10" SCH 40 @ 11'L + 6" RECESS TO BASE PLATE. C2 (1) COLUMN: 10" SCH 40 @ 9'L + 6" RECESS TO BASE PLATE. C3 (1) COLUMN: 10" SCH 40 @ 11'L + 6" RECESS TO BASE PLATE. C4 (1) COLUMN: 10" SCH 40 @ 9'L + 6" RECESS TO BASE PLATE.	\$11,975.00	\$11,975.00
1	SAIL FABRIC	Superior International - Custom Shade Design SAIL FABRIC- (QTY 2) TRIANGULAR CANOPY TO FIT AN OPENING APPROXIMATELY 33'-0" X 33'-0" X 43'-0" WITH QUICK TENSION AND RELEASE MECHANISMS, CABLES, & CLAMPS.	\$7,920.00	\$7,920.00
1	ABT	Superior International - Anchor Hardware and Templates	\$200.00	\$200.00
1	ENG	Superior International - Engineering	\$1,470.00	\$1,470.00
125	INSTALL	Turboscape - 125 CY EWF- Prevailing Wages	\$66.00	\$8,250.00





A P.I.A. CORE Company

GameTime C/O Great Western Recreation
 P.O. Box 680121
 Fort Payne, AL 35967
 Office: 435-245-5055 Fax: 435-245-5057
 www.gwpark.com

03/13/2023
 Quote #
 108044-01-03

Tuffree Park - Playground CPRS Grant CWO Option 3

Quantity	Part #	Description	Unit Price	Amount
1	INSTALL	Install - Sitework- • Demo/remove existing equipment, swings, and PIP for 940 sqft and PIP Subbase. • Excavate/remove existing sand for 1,646 sqft at 12" depth. • Provide/install filter fabric for 2,586 sqft (wood chips by others) • Remove and dispose spoils. • Prevailing wages. • Price includes one (1) move-on only	\$36,828.86	\$36,828.86
1	INSTALL	Install - Site Work-Fence- • Provide/install 225'LF of temp fencing (wind screen and sand bags not included) • Prevailing wages. • Price includes one (1) move-on only	\$3,378.14	\$3,378.14
1	INSTALL	Install - Playground Equipment- • Installation only of (1) Gametime Structure #108044-01-Opt3 (With Swings) • Footings excavation, and concrete. • Equipment assembly. • Removal of spoils. • Prevailing wages. • Price includes one (1) move-on only	\$48,264.00	\$48,264.00
1	INSTALL	Install - Shade- • Installation only of (1) Superior Fabric Sail Shade #QUO0253185 • Footing excavation and concrete. • Rebar and anchor bolts included. • Assembly of shade structure • Prevailing wage • Off-site disposal of spoils. • Final price based on approved stamped plans* • Price includes one (1) move-on only	\$24,998.00	\$24,998.00
Contract: OMNIA #2017001134			Sub Total	\$336,566.00
			Grant	(\$33,258.10)
			Freight	\$18,857.19
			Tax	\$15,889.03
			Total	\$338,054.12



GameTime C/O Great Western Recreation
P.O. Box 680121
Fort Payne, AL 35967
Office: 435-245-5055 Fax: 435-245-5057
www.gwpark.com

03/13/2023
Quote #
108044-01-03

Tuffree Park - Playground CPRS Grant CWO Option 3

Comments

Your Sales Rep is Brandon Seitz. Please reach out to Brandon at 805-910-5971 if you should have any questions regarding this quote.

Due to the volatility of freight costs, the freight pricing is subject to change at the time of order

Pricing is subject to change. Request updated pricing when purchasing from quotes more than 30 days old.

***OPTIONAL-To include a Payment and Performance Bond, please add \$5,165 plus tax if applicable.

Minimum Deposit of \$ 31,902.15 required for custom GFRC items

***Grant Cash with Order Pricing--order MUST be paid in full at time of order

***Not all equipment is eligible for Grant Pricing.

Shipping to:
1009 N. Batavia St.
Orange, CA 92867

Site Address:
Tuffree Park
2101 Tuffree Blvd
Placentia, CA 92870

*Freight charges are based on listed zip code and are subject to change if shipping information changes.

*Deposit may be required.

Prevailing Wages

City of Placentia OMNIA Contract #4001676



A PLAYCORE COMPANY

GameTime C/O Great Western Recreation
P.O. Box 680121
Fort Payne, AL 35967
Office: 435-245-5055 Fax: 435-245-5057
www.gwpark.com

03/13/2023
Quote #
108044-01-03

Tuffree Park - Playground CPRS Grant CWO Option 3

Remit Payment to:
GameTime
P.O. Box 680121
Fort Payne, AL 35968

Taxes:

All applicable taxes will be added at time of invoicing unless otherwise included or a tax-exempt certificate is provided. If sales tax exempt, you must provide a copy of certificate to be considered exempt.

Prices :

FOB Factory.

Orders:

All orders shall be in writing by purchase order, contract, or similar document made out to PlayCore Wisconsin Inc., dba GameTime. Standard GameTime equipment orders over \$100,000 may require a deposit of 25% at the time of order and an additional 25% at or before order ships. Standard orders with equipment, installation and surfacing are requested to be split billed. Equipment, Taxes & Freight as noted above. Installation and Surfacing billed as completed and Due Upon Receipt.

Terms:

Cash With Order Discount (CWO): Orders for GameTime equipment paid in full at time of order via check, Electronic Funds Transfer (ACH or wire) are eligible for a three percent (3%) cash with order discount.

Payment via credit card: If you elect to pay by credit card, GameTime charges a 2.50% processing fee that is assessed on the amount of your payment. This fee is shown as a separate line item and included in the total amount charged to your credit card. You have the option to pay by check, ACH or Wire without any additional fees.

Credit terms are Net 30 days, subject to approval by the GameTime Credit Manager. A completed credit application must be submitted and approved prior to the order being received. Please allow at minimum 2 days for the credit review process. GameTime may also require:

- Completed Project Information Sheet (if applicable)
- Copies of Payment and Performance Bonds (if applicable)

A 1.5% per month finance charge will be imposed on all past due invoices.

Retainage not accepted.

Orders under \$5,000 require payment with order.

Landmark Design GFRC:

Orders require a 50% deposit at the time of order.

DIR# 1000015526 CSLB#855664

INSTALLATION CONDITIONS:

- **ACCESS:** Site should be clear, level and allow for unrestricted access of trucks and machinery.
- **STORAGE:** Customer is responsible for providing a secure location to off-load and store the equipment during the installation process. Once equipment has delivered to the site, the owner is responsible should theft or vandalism occur unless other arrangements are made and noted on the quotation.
- **FOOTER EXCAVATION:** Installation pricing is based on footer excavation through earth/soil only. Customer shall be responsible for unknown conditions such as buried utilities (public & private), tree stumps, rock, or any concealed materials or conditions that may result in additional labor or materials cost.
- **UTILITIES:** Owner is responsible for locating any private utilities.
- **ADDITIONAL COSTS:** Pricing is based on a single mobilization for installation unless otherwise noted. Price includes ONLY what is stated in this quotation. If additional site work or specialized equipment is required, pricing is subject to change.



GameTime C/O Great Western Recreation
P.O. Box 680121
Fort Payne, AL 35967
Office: 435-245-5055 Fax: 435-245-5057
www.gwpark.com

03/13/2023
Quote #
108044-01-03

Tuffree Park - Playground CPRS Grant CWO Option 3

ACCEPTANCE OF QUOTATION:

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Purchase Amount: \$338,054.12

Date: _____

Signature

Please fill out this ORDER FORM, this is required to process the order .



GameTime C/O Great Western Recreation
P.O. Box 680121
Fort Payne, AL 35967
Office: 435-245-5055 Fax: 435-245-5057
www.gwpark.com

12/29/2022
Quote #
108044-01-02

Tuffree Park - Playground CPRS Grant CWO Option 2

Comments

Your Sales Rep is Brandon Seitz. Please reach out to Brandon at 805-910-5971 if you should have any questions regarding this quote.

Due to the volatility of freight costs, the freight pricing is subject to change at the time of order

Pricing is subject to change. Request updated pricing when purchasing from quotes more than 30 days old.

***OPTIONAL-To include a Payment and Performance Bond, please add \$5,165 plus tax if applicable.

Minimum Deposit of \$ 31,902.15 required for custom GFRC items

***Grant Cash with Order Pricing--order MUST be paid in full at time of order

***Not all equipment is eligible for Grant Pricing.

Shipping to:
1009 N. Batavia St.
Orange, CA 92867

Site Address:
Tuffree Park
2101 Tuffree Blvd
Placentia, CA 92870

*Freight charges are based on listed zip code and are subject to change if shipping information changes.

*Deposit may be required.

Prevailing Wages

City of Placentia OMNIA Contract #4001676



GameTime C/O Great Western Recreation
P.O. Box 680121
Fort Payne, AL 35967
Office: 435-245-5055 Fax: 435-245-5057
www.gwpark.com

12/29/2022
Quote #
108044-01-02

Tuffree Park - Playground CPRS Grant CWO Option 2

Remit Payment to:
GameTime
P.O. Box 680121
Fort Payne, AL 35968

Taxes:

All applicable taxes will be added at time of invoicing unless otherwise included or a tax-exempt certificate is provided. If sales tax exempt, you must provide a copy of certificate to be considered exempt.

Prices :

FOB Factory.

Orders:

All orders shall be in writing by purchase order, contract, or similar document made out to PlayCore Wisconsin Inc., dba GameTime. Standard GameTime equipment orders over \$100,000 may require a deposit of 25% at the time of order and an additional 25% at or before order ships. Standard orders with equipment, installation and surfacing are requested to be split billed. Equipment, Taxes & Freight as noted above. Installation and Surfacing billed as completed and Due Upon Receipt.

Terms:

Cash With Order Discount (CWO): Orders for GameTime equipment paid in full at time of order via check, Electronic Funds Transfer (ACH or wire) are eligible for a three percent (3%) cash with order discount.

Payment via credit card: If you elect to pay by credit card, GameTime charges a 2.50% processing fee that is assessed on the amount of your payment. This fee is shown as a separate line item and included in the total amount charged to your credit card. You have the option to pay by check, ACH or Wire without any additional fees.

Credit terms are Net 30 days, subject to approval by the GameTime Credit Manager. A completed credit application must be submitted and approved prior to the order being received. Please allow at minimum 2 days for the credit review process. GameTime may also require:

Completed Project Information Sheet (if applicable)

Copies of Payment and Performance Bonds (if applicable)

A 1.5% per month finance charge will be imposed on all past due invoices.

Retainage not accepted.

Orders under \$5,000 require payment with order.

Landmark Design GFRC:

Orders require a 50% deposit at the time of order.

DIR# 1000015526 CSLB#855664

INSTALLATION CONDITIONS:

- **ACCESS:** Site should be clear, level and allow for unrestricted access of trucks and machinery.
- **STORAGE:** Customer is responsible for providing a secure location to off-load and store the equipment during the installation process. Once equipment has delivered to the site, the owner is responsible should theft or vandalism occur unless other arrangements are made and noted on the quotation.
- **FOOTER EXCAVATION:** Installation pricing is based on footer excavation through earth/soil only. Customer shall be responsible for unknown conditions such as buried utilities (public & private), tree stumps, rock, or any concealed materials or conditions that may result in additional labor or materials cost.
- **UTILITIES:** Owner is responsible for locating any private utilities.
- **ADDITIONAL COSTS:** Pricing is based on a single mobilization for installation unless otherwise noted. Price includes ONLY what is stated in this quotation. If additional site work or specialized equipment is required, pricing is subject to change.

Please fill out this [ORDER FORM](#), this is required to process the order .

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

**CONTRACT TO PROVIDE
PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES,
SURFACING, AND RELATED PRODUCTS AND SERVICES**

This Contract (the "Contract") is entered into as of this 1st day of July 2017 (the "Effective Date"), by and between Playcore Wisconsin, Inc. d/b/a GameTime, a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

RECITALS

WHEREAS, the City issued a Request For Proposals (RFP #269-2017-028) for Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services dated January 25, 2017. This Request for Proposals together with all attachments and addenda, is referred to herein as the "RFP"; and

WHEREAS, the Company submitted a Proposal in response to RFP #269-2017-028 on March 16, 2017. This Proposal, together with all attachments and separately sealed confidential trade secrets, is referred to herein as the "Proposal" and is incorporated into this Contract by reference.

WHEREAS, the City awarded this Contract on May 8, 2017 to Company to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services to the City all in accordance with the terms and conditions set forth herein.

WHEREAS, the City of Charlotte, on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies"), competitively solicited and awarded the Contract to the Company. The City has designated U.S. Communities as the administrative and marketing conduit for the distribution of the Contract to Participating Public Agencies.

The City is acting as the "Contracting Agent" for the Participating Public Agencies, and shall not be liable or responsible for any costs, damages, liability or other obligations incurred by the Participating Public Agencies. The Company (including its subsidiaries) shall deal directly with each Participating Public Agency concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing, payment and all other matters relating or referring to such Participating Public Agency's access to the Contract.

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

CONTRACT

1. EXHIBITS.

The Exhibits below are hereby incorporated into and made a part of this Contract. In interpreting this Contract and resolving any ambiguities, the main body of this Contract will take precedence over the Exhibits, and any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below. Each reference to GameTime in the Exhibits and Appendices shall be deemed to mean the Company.

- EXHIBIT A: Discount Schedule, Price Lists, and Incentives
- EXHIBIT B: Installation Fees
- EXHIBIT C: National Network of Distributors and Installers
- EXHIBIT D: Freight Rate Schedules
- EXHIBIT E: Product Warranties
- EXHIBIT F: Scope of Work
- EXHIBIT G: U.S. Communities Administrative Agreement

2. DEFINITIONS.

As used in this Contract, the following terms shall have the meanings set forth below:

- Acceptance:* Refers to receipt and approval by the City of a Deliverable or Service in accordance with the acceptance process and criteria in this Contract.
- Affiliates:* Refers to all departments or units of the City and all other governmental units, boards, committees or municipalities for which the City processes data or performs Services.
- Biodegradable:* Refers to the ability of an item to be decomposed by bacteria or other living organisms.
- Charlotte Business Inclusion (CBI):* Refers to the Charlotte Business Inclusion office of the City of Charlotte.
- Charlotte Combined Statistical Area (CSA):* Refers to the Charlotte-Gastonia-Salisbury Combined Statistical Area consisting of; (a) the North Carolina counties of Anson, Cabarrus, Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly, and Union; and (b) the South Carolina counties of Chester, Lancaster, and York; a criteria used by Charlotte Business INCLUSION to determine eligibility to participate in the program.
- City:* Refers to the City of Charlotte, North Carolina.
- Company:* Refers to a company that has been selected by the City to provide the Products and Services of this Contract.
- Company Project Manager:* Refers to a specified Company employee representing the best interests of the Company for this Contract.
- Contract:* Refers to a written agreement executed by the City and Company for all or part of the Services.

<i>Deliverables:</i>	Refers to all tasks, reports, information, designs, plans, and other items that the Company is required to deliver to the City in connection with the Contract.
<i>Documentation:</i>	Refers to all written, electronic, or recorded works that describe the use, functions, features, or purpose of the Deliverables or Services or any component thereof, and which are provided to the City by the Company or its subcontractors, including without limitation all end user manuals, training manuals, guides, program listings, data models, flow charts, and logic diagrams.
<i>Environmentally Preferable Products:</i>	Refers to Products that have a lesser or reduced effect on human health and the environment when compared with competing Products that serves the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product.
<i>Lead Public Agency:</i>	Refers to the City of Charlotte, North Carolina.
<i>Master Agreement:</i>	Refers to the Agreement that is made available by the Lead Public Agency after the successful completion of the competitive solicitation and selection process, wherein Participating Public Agencies may utilize the agreement to purchase Products and Services.
<i>Minority Business Enterprise/MBE:</i>	Refers to a business enterprise that: (a) is certified by the State of North Carolina as a Historically Underutilized Business (HUB) within the meaning of N.C. Gen. Stat. § 143-128.4; (b) is at least fifty-one percent (51%) owned by one or more persons who are members of one of the following groups: African American or Black, Hispanic, Asian, Native American or American Indian; and (c) is headquartered in the Charlotte Combined Statistical Area.
<i>MWSBE:</i>	Refers to SBEs, MBEs and WBEs, collectively.
<i>Participating Public Agency:</i>	Refers to all states, local governments, school districts, and higher education institutions in the United States of American, and other governmental agencies and nonprofit organizations that elect to purchase Products and Services under the Master Agreement.
<i>Products:</i>	Refers to all Products that the Company agrees to provide to the City as part this Contract.
<i>Services:</i>	Refers to the Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services as requested in this RFP.

Specifications and Requirements:

Refers to all definitions, descriptions, requirements, criteria, warranties, and performance standards relating to the Deliverables and Services that are set forth or referenced in: (i) this RFP, including any addenda; (ii) the Documentation; and (iii) any functional and/or technical specifications that are published or provided by the Company or its licensors or suppliers from time to time with respect to all or any part of the Deliverables or Services.

3. **TERM.** The initial term of this Contract will be for five (5) years from the Effective Date with an option to renew for two (2) additional two-year terms. This Contract may be extended only by a written amendment to the contract signed by both parties.
4. **AGREEMENT TO PROVIDE PRODUCTS AND SERVICES.**
 - 4.1 The Company shall provide the Products and Services in accordance with the terms and conditions set forth in this Contract and the attached Exhibits when ordered from time to time by the City. Except as set forth Exhibit A, the prices set forth in Exhibit A constitute all charges payable by the City for the Products and Services, and all labor, materials, equipment, transportation, facilities, storage, information technology, permits, and licenses necessary for the Company to provide the Products and Services. The Company shall perform any Services for the City on site at the City's facilities in Charlotte, North Carolina, except as otherwise stated in this Contract or agreed in writing by the City.
 - 4.2 **Placement of Orders:** All orders will be placed by personnel designated by the City on an as needed basis for the quantity required at the time during the term of the Contract.
5. **OPTIONAL PRODUCTS AND SERVICES:** The City may in its discretion purchase from the Company optional Products and Services beyond what is called for in the Specifications, provided that such purchase does not create unfairness so as to defeat the purpose of the bid statutes, and provided the City is authorized by law to make such purchases without a formal bid process.
6. **DOCUMENTATION:** the Company will provide for all products purchased under this contract written or electronic documentation that is complete and accurate, and sufficient to enable City employees with ordinary skills and experience to utilize such products for the purpose for which the City is acquiring them.
7. **COMPENSATION.** The City shall pay the company for the products and services delivered in compliance with the specifications at the prices set forth in Exhibit A. This amount constitutes the maximum fees and charges payable to the company in the aggregate under this contract and will not be increased except by a written amendment duly executed by both parties in compliance with the price adjustment provisions set forth in Exhibit c. The company shall not be entitled to charge the City any prices, fees or other amounts that are not listed in Exhibit A.
8. **PRICE ADJUSTMENT.**

- 8.1 The price(s) stated in this Contract shall remain firm through December 31, 2017. Company may request price increases in writing, in accordance with the following terms:
- 8.1.1 Price increases shall only be allowed when justified in the City's sole discretion based on legitimate, bona fide increases in the cost of materials. No adjustment shall be made to compensate the Company for inefficiency in operation, increase in labor costs, or for additional profit.
 - 8.1.2 To obtain approval for a price increase, the Company shall submit a written request at least sixty (60) days prior to each calendar year during the term of the contract. All requests must be submitted to the Procurement Management Division representative, at the address listed below, together with written documentation sufficient to demonstrate that the increase is necessary based on a legitimate increase in the cost of materials. The request must state and fully justify the proposed price increase per unit over the price originally proposed.

City of Charlotte
M&FS Finance Office / Procurement Management
600 East Fourth Street
Charlotte, NC 28202
 - 8.1.3 No proposed price increase shall be valid unless accepted by the City in writing. The City may approve such price increase for the remaining term of the Contract or for a shorter specified period, in the City's sole discretion. If the City rejects such price increase, the Company shall continue performance of the Contract.
 - 8.1.4 If the City approves a price increase pursuant to this Section and the market factors justifying the increase shift so that the increase is no longer justified, the City shall have the right to terminate the price increase and revert back to the prices that were in effect immediately prior to the increase. The Company shall notify the City in writing if the market factors on which the City granted the increase change such that the City's reasons for granting the increase longer apply.
- 8.2 If the Company's unit prices for any Products and/or Services should decrease, the Company shall provide the affected Products and/or Services at the lower discounted price. The Company will provide the City with prompt written notice of all decreases in unit prices.
- 8.3 If a Product becomes unavailable, or if a new Product becomes available, the Company promptly will send the City a proposed revised version of Exhibit A. The City reserves the right to add or delete items to this Contract if particular items should become discontinued or an upgraded item becomes available to the industry market. Any new or replacement items added may be subject to bid statute requirements. The City may also delete radio and communication equipment items included in this Contract if items are no longer needed or no longer issued as part of radios and communication equipment. At no additional cost to the City, the Company may substitute any Product or Service to be provided by the Company, if the substitute meets or exceeds the Specifications, is compatible with the City's operating environment and is of equivalent or better quality to the City. Any substitution will be reflected in a written signed change order.

9. **BILLING.** Each invoice sent by the Company shall include all reports, information and data required by this Contract (including the Exhibits) necessary to entitle the Company to the requested payment. The Company shall send one (1) copy only of each invoice using one of the following options:
- Option 1 – E-mail one copy of each invoice to cocap@charlottenc.gov . Company shall not mail invoices that have been sent via e-mail.
- Option 2 – Mail one copy of each invoice to:
- City of Charlotte Accounts Payable
PO Box 37979
Charlotte, NC 28237-7979
Attn: (Insert Department)
- The City is not tax exempt from sales tax. The Company shall include all applicable State and County sales taxes on the invoice and not combined with the cost of the goods.
- Payment of invoices shall be due within thirty (30) days after the City has received all of the following: (a) an accurate, properly submitted invoice, (b) all reports due for the month covered by the invoice; and (c) any other information reasonably requested by the City to verify the charges contained in the invoice. Invoices must include state and local sales tax.
10. **CONTRACT MONITORING:** The City shall have the right to audit the Company's compliance with the terms and conditions of the Contract at such times as the City deems appropriate. Unless the City elects to terminate the Contract, the Company shall develop a written action plan to correct any Contract deficiency identified during these compliance audits, and shall submit such plan to the City within thirty (30) days of notification of non-compliance.
11. **REPORTING:** The Company shall provide such written reports of purchasing and expenditures as may be requested by the City from time to time, including without limitation any reports described in the Specifications.
12. **AUDIT:** During the term of the Contract and for a period of three (3) years after termination or expiration of this Contract for any reason, the City shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Company necessary to evaluate Company's compliance with the terms and conditions of the Contract or the City's payment obligations. The City shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the City in excess of \$5,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.
13. **GENERAL WARRANTIES.** Company represents and warrants that:
- 13.1 It is a corporation duly incorporated, validly existing and in good standing under the laws of the state of Alabama, and is qualified to do business in North Carolina;
- 13.2 It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;
- 13.3 The execution, delivery, and performance of this Contract have been duly authorized by Company;

- 13.4 No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Contract;
- 13.5 In connection with its obligations under this Contract, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and
- 13.6 The Company shall not violate any agreement with any third party by entering into or performing this Contract.
- 14. ADDITIONAL REPRESENTATIONS AND WARRANTIES.** Company represents warrants and covenants that:
- 14.1 The Products and Services shall comply with all requirements set forth in this Contract, including but not limited to the attached Exhibits;
- 14.2 All work performed by the Company and/or its subcontractors pursuant to this Contract shall meet industry accepted standards, and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;
- 14.3 Neither the Services, nor any Products provided by the Company under this Contract will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party; and
- 14.4 The Company and each of its subcontractors have complied and shall comply in all material respects with all applicable federal, state and local laws, regulations and guidelines relating to the performance of this Contract or to the products and services delivered hereunder, including but not limited to E-Verify, and shall obtain all applicable verifications, permits, and licenses.
- 15. COMPLIANCE WITH LAWS:** All Products and Services delivered under this Contract shall be in compliance with all applicable federal, state and local laws, regulations and ordinances. In performing the Contract, the Company shall obtain and maintain all licenses and permits, and comply with all federal, state and local laws, regulations and ordinances.
- 16. DELIVERY TIME:** When delivery time is requested in the RFP, (whether in the form of a specific delivery date or maximum number of days for delivery) time is of the essence. The Company's Bid shall be deemed a binding commitment of the Company to meet the delivery time stated herein unless the Bid specifically takes exception. If such delivery time is not met, the City shall be entitled to terminate the Contract immediately for default and/or exercise any other remedies available at law or in equity.
- 17. QUALITY.** Unless this Contract specifically states otherwise for a particular item, all components used to manufacture or construct any supplies, materials or equipment or Products provided under this Contract shall be: (a) new; (b) the latest model; (c) of the best quality and highest grade workmanship; and (d) in compliance with all applicable federal, state and local laws, regulations and requirements. By "new", the City means that the item has been recently produced and has not been previously sold or used.

Whenever this Contract states that a Product or Service shall be in accordance with laws, ordinances, building codes, underwriter's codes, applicable A.S.T.M. regulations or similar expressions, the requirements of such laws, ordinances, etc., shall be construed to be minimum requirements that are in addition to any other requirements that may be stated in this Contract.

18. **DESIGN AND/OR MANUFACTURER REQUIREMENT:** All Products and Services shall meet the Specifications set forth in Section 4 of the RFP.
19. **INSPECTION AT COMPANY'S SITE:** The City reserves the right to inspect the equipment, plant, store or other facilities of the Company during the Contract term from time to time as the City deems necessary to confirm that such equipment, plant, store or other facilities conform with the Specifications and are adequate and suitable for proper and effective performance of the Contract. Such inspections shall be conducted during normal business hours and upon at least three (3) days' notice to the Company (except that a store may be inspected at any time during regular store hours without notice).
20. **PREPARATION FOR DELIVERY:**
 - 20.1 **Condition and Packaging.** All containers/packaging shall be suitable for handling, storage or shipment, without damage to the contents. The Company shall make shipments using the minimum number of containers consistent with the requirements of safe transit, available mode of transportation routing. The Company will be responsible for confirming that packing is sufficient to assure that all the materials arrive at the correct destination in an undamaged condition ready for their intended use.
 - 20.2 **Marking.** All cartons shall be clearly identified with the City purchase order number and the name of the department making the purchase. Packing lists must be affixed to each carton identifying all contents included in the carton. If more than one carton is shipped, each carton must be numbered and must state the number of that carton in relation to the total number of cartons shipped (i.e. 1 of 4, 2 of 4, etc).
 - 20.3 **Shipping.** The Company shall follow all shipping instructions included in the ITB, the City's purchase order or in the Contract.
21. **ACCEPTANCE OF PRODUCTS/SERVICES:** The Products delivered under this Contract shall remain the property of the Company until the City physically inspects, actually uses and accepts the Products. In the event Products provided to the City do not comply with the Contract, the City shall be entitled to terminate the Contract upon written notice to the Company and return such Products (and any related goods) to the Company at the Company's expense. In the event the Services provided under this Contract do not comply with the Contract, the City reserves the right to cancel the Service and rescind any related purchase of products upon written notice to the Company. The remedies stated in this Section are in addition to and without limitation of any other remedies that the City may have under the Contract, at law or in equity.
22. **GUARANTEE:** Unless otherwise specified by the City, the Company unconditionally guarantees the materials and workmanship on all Products and Services. If, within the guarantee period any defects occur due to a faulty Product or Services (including without limitation a failure to comply with the Specifications), the Company at its expense, shall repair or adjust the condition, or replace the Product and/or Services to the complete satisfaction of the City. These repairs, replacements or adjustments shall be made only at such time as will be designated by the City to ensure the least impact to the operation of City business.
23. **NO LIENS:** All Products shall be delivered and shall remain free and clear of all liens and encumbrances.
24. **MANUFACTURER OR DEALER ADVERTISEMENT:** No manufacturer or dealer shall advertise on Products delivered to the City without prior approval by the City.

25. **RIGHT TO COVER:** If the Company fails to comply with any term or condition of the Contract or the Company's response to the ITB, the City may take any of the following actions with or without terminating the Contract, and in addition to and without limiting any other remedies it may have:
- (A) Employ such means as it may deem advisable and appropriate to obtain the applicable Products and/or Services (or reasonable substitutes) from a third party; and
 - (B) Recover from the Company the difference between what the City paid for such Products and/or Services on the open market and the price of such Products and/or Services under the Contract or the Company's response to the ITB.
26. **RIGHT TO WITHHOLD PAYMENT:** If Company breaches any provision of the Contract the City shall have the right to withhold all payments due to the Company until such breach has been fully cured.
27. **OTHER REMEDIES:** Upon breach of the Contract, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.
28. **TERMINATION.**
- 29.1 **TERMINATION WITHOUT CAUSE.** The City may terminate this Contract at any time without cause by giving sixty (60) days written notice to the Company. The Company may terminate this Contract at any time without cause by giving one hundred and eighty (180) days written notice to the City.
- 29.2 **TERMINATION FOR DEFAULT BY EITHER PARTY.** By giving written notice to the other party, either party may terminate this Contract upon the occurrence of one or more of the following events:
- 29.2.1 The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Contract, provided that, unless otherwise stated in this Contract, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or
 - 29.2.2 The other party attempts to assign, terminate or cancel this Contract contrary to the terms hereof; or
 - 29.2.3 The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Contract shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.
- Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Contract if the default is not cured within the specified period.

- 29.3 **ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE CITY.** By giving written notice to the Company, the City may also terminate this Contract upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):
- 29.3.1 The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Contract, Company's Bid, or any covenant, agreement, obligation, term or condition contained in this Contract; or
 - 29.3.2 The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Contract, or failure to provide the proof of insurance as required by this Contract.
- 29.4 **NO EFFECT ON TAXES, FEES, CHARGES, OR REPORTS.** Any termination of the Contract shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the City, nor relieve the Company of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.
- 29.5 **OBLIGATIONS UPON EXPIRATION OR TERMINATION.** Upon expiration or termination of this Contract, the Company shall promptly (a) return to the City all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the City; (b) provide the City with sufficient data necessary to migrate to a new vendor, or allow the City or a new vendor access to the systems, software, infrastructure, or processes of the Company that are necessary to migrate to a new vendor; and (c) refund to the City all pre-paid sums for Products or Services that have been cancelled and will not be delivered.
- 29.6 **NO SUSPENSION.** In the event that the City disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in this Contract, the Company agrees that it will not terminate this Contract or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Company, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.
- 29.7 **AUTHORITY TO TERMINATE.** The City Manager or their designee is authorized to terminate this Contract on behalf of the City.
- 29.8 **TRANSITION SERVICES UPON TERMINATION.** Upon termination or expiration of this Contract, the Company shall cooperate with the City to assist with the orderly transfer of the Products, Services, functions and operations provided by the Company hereunder to another provider or to the City as determined by the City in its sole discretion. The transition services that the Company shall perform if requested by the City include but are not limited to:
- 29.8.1 Working with the City to jointly develop a mutually agreed upon transition services plan to facilitate the termination of the Services; and

- 29.8.2 Notifying all affected vendors and subcontractors of the Company of transition activities;
 - 29.8.3 Performing the transition service plan activities;
 - 29.8.4 Answering questions regarding the products and services on an as-needed basis; and
 - 29.8.5 Providing such other reasonable services needed to effectuate an orderly transition to a new system.
29. **NO DELAY DAMAGES:** Under no circumstances shall the City be liable to the Company for any damages arising from delay, whether caused by the City or not.
30. **MULTIPLE CONTRACT AWARDS.** This Contract is not exclusive. The City reserves the right to award multiple contracts for the Products and Services required by this Contract if the City deems multiple Contracts to be in the City's best interest.
31. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties established by this Contract is solely that of independent contractors, and nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; (ii) constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; (iii) make either party an agent of the other for any purpose whatsoever, or (iv) give either party the authority to act for, bind, or otherwise create or assume any obligation on behalf of the other. Nothing herein shall be deemed to eliminate any fiduciary duty on the part of the Company to the City that may arise under law or under the terms of this Contract.
32. **INDEMNIFICATION:** To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "Charges" (as defined below) paid or incurred any of them as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Work or any Products or deliverables provided to the City pursuant to this Contract ("Infringement Claims"); (ii) seeking payment for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Contract; or (iii) arising from the Company's failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from a violation of any federal, state or local law, regulation or ordinance by the Company or any its subcontractors (including without limitation E-Verify or other immigration laws); or (v) arising from any claim that the Company or an employee or subcontractor of the Company is an employee of the City, including but not limited to claims relating to worker's compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term "Indemnitees" means the City and each of the City's officers, officials, employees, agents and independent contractors (excluding the Company); and (b) the term "Charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts) or any other legal theory or principle, in connection with an Infringement Claim.

This indemnification requirement is not intended to cover, and the Company is not responsible for, any damages that result from lack of maintenance; inadequate supervision;

negligence; intentional misconduct of anyone other than the Company, its subcontractors, or their affiliates; inadequate surfacing that was not provided by or recommended by the Company, its subcontractors, or their affiliates; or vandalism.

It is the intent of any insurance provided by Company to protect the Company and any subcontractor performing work under the Contract for

- (1) Product liability Claims arising solely from the negligent design or manufacture of the Playground Equipment when such goods and services are provided by the Company, Company's subcontractors, or their affiliates pursuant to this Contract;
- (2) Claims arising from any act of negligence or wilful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; and
- (3) Claims relating to worker's compensation for any employee or subcontractor of the Company;

This clarifies and supersedes any other section of the Contract concerning indemnification that could be interpreted otherwise.

33. **INSURANCE.** Throughout the term of the Contract, the Company shall comply with the insurance requirements described in this Section. In the event the Company fails to procure and maintain each type of insurance required by this Section, or in the event the Company fails to provide the City with the required certificates of insurance, the City shall be entitled to terminate the Contract immediately upon written notice to the Company.

The Company agrees to purchase and maintain the following insurance coverage during the life of the Contract with an insurance company acceptable to the City of Charlotte, authorized to do business in the State of North Carolina:

- (A) **Automobile Liability:** Bodily injury and property damage liability covering all owned, non-owned, and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident; and, \$1,000,000 property damage, or \$1,000,000 combined single limit each occurrence/aggregate.
- (B) **Commercial General Liability:** Bodily injury and property damage liability as shall protect the Company and any subcontractor performing work under the Contract from claims of bodily injury or property damage which arise from performance of the Contract, whether such work is performed by the Company, any subcontractor or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products, services, completed operations, personal injury liability and contractual liability assumed under the indemnity provision of the Contract.
- (C) **Workers' Compensation:** Meeting the statutory requirements of the State of North Carolina and Employers Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit, providing coverage for employees and owners.

The City shall be named as additional insured during and until completion of the work under the commercial general liability insurance for operations or services rendered under

this Contract. The Company's insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from the Consultant's operations under this agreement. The Company and each of its subcontractors shall and does waive all rights of subrogation against the City and each of the Indemnitees, as defined in Section 5.1.

The Company shall not commence any work in connection with the Contract until it has obtained all of the types of insurance set forth in this Form, and such insurance has been approved by the City. The Company shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.

All insurance policies shall be with insurers qualified and doing business in North Carolina recognized by the Secretary of State and the Insurance Commissioner's Office. The Company shall furnish the City with proof of insurance coverage by certificates of insurance accompanying the Contract.

All insurance certificates must include the City of Charlotte's contract number in the description field.

The City shall be exempt from, and in no way liable for any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Company and/or subcontractor providing such insurance.

Since the playground and the play equipment will be in the care, custody, and control of the end user following installation, it is understood the Company cannot additionally insure the eventual owners of the equipment for any damages that result from:

- 1) lack of maintenance for which the Company or its subcontractors are not contractually obligated to perform, where such lack of maintenance is not as a result of instructions or manuals provided by the Company or its subcontractors ;
- 2) inadequate supervision;
- 3) Negligence (other than negligence of the Company or its subcontractors);
- 4) intentional acts of anyone other than the Company, its subcontractors or their affiliates;
- 5) inadequate surfacing that was not provided by or recommended by the Company, its subcontractors, or their affiliates; or
- 6) vandalism.

34. COMMERCIAL NON-DISCRIMINATION.

As a condition of entering into this Contract, the Company represents and warrants that it will fully comply with the City's Commercial Non-Discrimination Policy, as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the Company shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors or suppliers in connection with a City contract or contract solicitation process, nor shall the Company retaliate against any person or entity for reporting instances of such discrimination. The Company shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The Company understands and agrees that a violation of this

clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of the Company from participating in City contracts or other sanctions.

As a condition of entering into this Contract, the Company agrees to: (a) promptly provide to the City in a format specified by the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Contract; and (b) if requested, provide to the City within sixty days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Company has used on City contracts in the past five years, including the total dollar amount paid by the Company on each subcontract or supply contract. The Company further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy.

The Company agrees to provide to the City from time to time on the City's request, payment affidavits detailing the amounts paid by the Company to subcontractors and suppliers in connection with this Contract within a certain period of time. Such affidavits shall be in the format specified by the City from time to time

The Company understands and agrees that violation of this Commercial Non-Discrimination provision shall be considered a material breach of this Contract and may result in contract termination, disqualification of the Company from participating in City contracts and other sanctions.

35. **COMPANY WILL NOT SELL OR DISCLOSE DATA.** The Company will treat as confidential information all data provided by the City in connection with this agreement. City data processed by the Company shall remain the exclusive property of the City. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by this agreement.
36. **WORK ON CITY'S PREMISES.** The Company will ensure that its employees and agents shall, whenever on the City's premises, obey all instructions and directions issued by the City's project manager with respect to work on the City's premises. The Company agrees that its personnel and the personnel of its subcontractors will comply with all rules, regulations and security procedures of the City when on the City's premises.
37. **BACKGROUND CHECKS:** The Company agrees that it has conducted or will conduct background checks on all personnel who will be working at the Charlotte service facility or delivering Products or Services under the Contract. The Company will conduct such background checks prior to the personnel commencing work hereunder, whether as part of the Company's standard pre-employment screening practices or otherwise. The Company will complete a background check on an annual basis for each person working at the Charlotte facility. Background check will include at a minimum:
 - a. Criminal records search,
 - b. Identification verification; and
 - c. Proof of authorization to work in the United States.

The Company agrees if any personnel does not meet the background qualifications, he/she shall not be assigned to perform services under this Contract. The Company will notify the City immediately if a background check reveals any conviction(s). If there is any question

as to whether any personnel meets the background qualifications, prior to assignment of any Services under this Contract, the Company shall contact the City immediately.

38. DRUG-FREE WORKPLACE. The City is a drug-free workplace employer. The Company hereby certifies that it has or it will within thirty (30) days after execution of this Contract:

- 38.1 Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition;
- 38.2 Establish a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Company's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;
- 38.3 Notify each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlines in (a) above, and (ii) notify the Company of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction;
- 38.4 Impose a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of a drug crime;
- 38.5 Make a good faith effort to continue to maintain a drug-free workplace for employees; and
- 38.6 Require any party to which it subcontracts any portion of the work under the contract to comply with the provisions of this Section.

A false certification or the failure to comply with the above drug-free workplace requirements during the performance of this Contract shall be ground for suspension, termination or debarment.

39. NOTICES. Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below. Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Contract shall be sent to:

For The Company:	For The City:
Donald R. King	Karen Ewing
PlayCore Wisconsin, Inc. d/b/a Gametime	Procurement Management Division
150 Playcore Drive SE	600 East Fourth Street
Fort Payne, Alabama 35967	Charlotte, NC 28202
Phone: 423.648.5891	Phone: 704.336.2992
Fax: 423.648.5903	Fax: 704.632.8254
E-mail: dking@playcore.com	E-mail: kewing@charlottenc.gov

With Copy To:	With Copy To:
	Cindy White
	Senior Assistant City Attorney
	600 East Fourth Street
	Charlotte, NC 28202
	Phone: 704-336-3012
	Fax: 704-336-8854
	E-mail: cwhite@ci.charlotte.nc.us

All other notices shall be sent to the other party's Project Manager at the most recent address provided in writing by the other party.

40. **SUBCONTRACTING:** The Company shall not subcontract any of its obligations under this Contract without the City's prior written consent. In the event the City does consent in writing to a subcontracting arrangement, Company shall be the prime contractor and shall remain fully responsible for performance of all obligations which it is required to perform under this Contract. Any subcontract entered into by Company shall name the City as a third party beneficiary.
41. **FORCE MAJEURE:** Neither party shall be liable for any failure or delay in the performance of its obligations pursuant to the Contract, and such failure or delay shall not be deemed a default of the Contract or grounds for termination hereunder if all of the following conditions are satisfied:

If such failure or delay:

- A. could not have been prevented by reasonable precaution;
- B. cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and
- C. if, and to the extent, such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions or court order.

An event that satisfies all of the conditions set forth above shall be referred to as a "Force Majeure Event." Upon the occurrence of a Force Majeure Event, the affected party shall be excused from any further performance of those of its obligations which are affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the affected party continues to use reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

Upon the occurrence of a Force Majeure Event, the affected party shall promptly notify the other by telephone (to be confirmed by written notice within five (5) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company from performing its obligations for more than fifteen (15) days, the

City shall have the right to terminate the Contract by written notice to the Company.

Notwithstanding anything contained herein to the contrary, strikes, slow-downs, walkouts, lockouts, and industrial disputes of the Company or its subcontractors shall not constitute "Force Majeure Events" and are not excused under this provision. Nothing in the preceding Force Majeure provisions shall relieve the Company of any obligation it may have regarding disaster recovery, whether under the Contract or at law.

42 **CONFIDENTIALITY.**

- 42.1 **DEFINITIONS.** As used in this Contract, The term “Confidential Information” shall mean any information, in any medium, whether written, oral or electronic, not generally known in the relevant trade or industry, that is obtained from the City or any of its suppliers, contractors or licensors which falls within any of the following general categories:
- 42.2 Trade secrets. For purposes of this Contract, trade secrets consist of information of the City or any of its suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.
- 42.3 Information of the City or its suppliers, contractors or licensors marked “Confidential” or “Proprietary.”
- 42.4 Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by the City.
- 42.5 Information contained in the City’s personnel files, as defined by N.C. Gen. Stat. 160A-168. This consists of all information gathered by the City about employees, except for that information which is a matter of public record under North Carolina law.
- 42.6 Citizen or employee social security numbers collected by the City.
- 42.7 Computer security information of the City, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.
- 42.8 Local tax records of the City that contains information about a taxpayer’s income or receipts.
- 42.9 Any attorney / client privileged information disclosed by either party.
- 42.10 Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.
- 42.11 The name or address of individual home owners who, based on their income, have received a rehabilitation grant to repair their home.
- 42.12 Building plans of City-owned buildings or structures, as well as any detailed security plans.
- 42.13 Billing information of customers compiled and maintained in connection with the City providing utility services
- 42.14 Other information that is exempt from disclosure under the North Carolina public records laws.

Categories 42.1 through 42.13 above constitute “Highly Restricted Information,” as well as Confidential Information. The Company acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Contract, and agrees that: (a) all provisions in this Contract

applicable to Confidential Information shall apply to Highly Restricted Information; and (b) the Company will also comply with any more restrictive instructions or written policies that may be provided by the City from time to time to protect the confidentiality of Highly Restricted Information.

The parties acknowledge that in addition to information disclosed or revealed after the date of this Contract, the Confidential Information shall include information disclosed or revealed within one year prior to the date of this Contract.

43. **RESTRICTIONS.** Company shall keep the Confidential Information in the strictest confidence, in the manner set forth below:
- 43.1 Company shall not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by the City in writing.
 - 43.2 Company shall not, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information to any third party, other than an agent, subcontractor or vendor of the City or Company having a need to know such Confidential Information for purpose of performing work contemplated by written agreements between the City and the Company, and who has executed a confidentiality agreement incorporating substantially the form of this the Contract. Company shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted to any third party without the City's prior written consent.
 - 43.3 Company shall not use any Confidential Information for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written agreements between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.
 - 43.4 Company shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.
 - 43.5 Company shall use reasonable efforts (including but not limited to seeking injunctive relief where reasonably necessary) to prohibit its employees, vendors, agents and subcontractors from using or disclosing the Confidential Information in a manner not permitted by this Contract.
 - 43.6 In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, Company shall assert this Contract as a ground for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.
 - 43.7 All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the City or destroyed upon satisfaction of the purpose of the disclosure of such information.
 - 43.8 Company shall restrict employee access to the Confidential Information to those employees having a need to know for purposes of their jobs.

43.9 Company shall take reasonable measures to prevent the use or disclosure of Confidential Information by its employees in a manner not permitted by this Contract. The Company shall have each of its employees who will have access to the Confidential Information sign a confidentiality agreement which provides the City and its vendors, licensors, subcontractors, employees and taxpayers the same level of protection as provided by this Contract.

44. **EXCEPTIONS.** The City agrees that Company shall have no obligation with respect to any Confidential Information that the Company can establish:

- 44.1 Was already known to Company prior to being disclosed by the City;
- 44.2 Was or becomes publicly known through no wrongful act of Company;
- 44.3 Was rightfully obtained by Company from a third party without similar restriction and without breach hereof;
- 44.4 Was used or disclosed by Company with the prior written authorization of the City;
- 44.5 Was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, Company shall first give to the City notice of such requirement or request;
- 44.6 Was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the Company shall take reasonable steps to obtain an agreement or protective order providing that this Contract will be applicable to all disclosures under the court order or subpoena.

45. **MISCELLANEOUS**

- 45.1 **ENTIRE AGREEMENT.** This Contract, including all Exhibits and Attachments constitute the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Contract supersedes all prior agreements, negotiations, representations and proposals, written or oral. Notwithstanding the forgoing, the parties agree that the ITB and the Bid are relevant in resolving any ambiguities that may exist with respect to the language of this Contract
- 45.2 **AMENDMENT.** No amendment or change to this Contract shall be valid unless in writing and signed by the party against whom enforcement is sought. Amendments that involve or increase in the amounts payable by the City may require execution by a Department Director, the City Manager, or an Assistant City Manager; depending on the amount. Some increases may also require approval by City Council.
- 45.3 **GOVERNING LAW AND JURISDICTION.** North Carolina law shall govern the interpretation and enforcement of this Contract, and any other matters relating to this Contract (all without regard to North Carolina conflicts of law principles). All legal actions or other proceedings relating to this Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By execution of this Contract, the parties submit to the jurisdiction of such courts and hereby irrevocably waive any and all objections which they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.

- 45.4 **BINDING NATURE AND ASSIGNMENT.** This Contract shall bind the parties and their successors and permitted assigns. Neither party may assign this Contract without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void. For purposes of this Section, a Change in Control, as defined in Section 42.8 constitutes an assignment.
- 45.5 **SEVERABILITY.** The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract or the Exhibits shall not affect the validity of the remaining portion of this Contract or Exhibits so long as the material purposes of this Contract can be determined and effectuated. If any provision of this Contract or Exhibit is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.
- 45.6 **NO PUBLICITY.** No advertising, sales promotion or other materials of the Company or its agents or representations may identify or reference this Contract or the City in any manner without the prior written consent of the City. Notwithstanding the forgoing, the parties agree that the Company may list the City as a reference in responses to requests for proposals, and may identify the City as a customer in presentations to potential customers.
- 45.7 **WAIVER.** No delay or omission by either party to exercise any right or power it has under this Contract shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Contract shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights.
- 45.8 **CHANGE IN CONTROL.** In the event of a change in "Control" of the Company (as defined below), the City shall have the option of terminating this Contract by written notice to the Company. The Company shall notify the City within ten days of the occurrence of a change in control. As used in this Contract, the term "Control" shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in the Company or (ii) the power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.
- 45.9 **NO BRIBERY.** The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed or attempted to bribe an officer or employee of the City in connection with this Contract.
- 45.10 **FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES.** The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. The Company further agrees that it will at all times during the term of this Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the work.

- 45.11 TAXES. The Company shall pay all applicable federal, state and local taxes which may be chargeable against the Products and/or Services.
- 45.12 SURVIVAL OF PROVISIONS: Those Sections of the Contract and the Exhibits, which by their nature would reasonably be expected to continue after the termination of the Contract shall survive the termination of the Contract, including but not limited to the following:
- Section 3 "Term"
 - Section 4.3 "Employment Taxes and Employee Benefits"
 - Section 13 "General Warranties"
 - Section 14 "Additional Representations and Warranties"
 - Section 22 "Guarantee"
 - Section 28 "Other Remedies"
 - Section 29 "Termination"
 - Section 33 "Insurance"
 - Section 34 "Indemnification"
 - Section 39 "Notices"
 - Section 42 "Confidentiality"
 - Section 45 "Miscellaneous"
- 45.13 NON-APPROPRIATION OF FUNDS. If City Council does not appropriate the funding needed by the City to make payments under this Contract for a given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify the Company of the non-appropriation and this Contract will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.
- 45.14 E-VERIFY. Company shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors to do so as well.
- 45.15 IRAN DIVESTMENT ACT. Company certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58; (ii) it will not take any action causing it to appear on any such list during the term of this Contract; and (iii) it will not utilize any subcontractor that is identified on any such list to provide goods or services hereunder.
- 45.16 PRE-AUDIT. No pre-audit certificate is required under N.C. Gen. Stat. 159-28(a) because this Contract is for an indefinite quantity with no minimum purchase requirement. Notwithstanding anything contained herein to the contrary, this Contract does not require the City to purchase a single product or service, and a decision by the City to not make any purchase hereunder will violate neither this Contract nor any implied duty of good faith and fair dealing. The City has no financial obligation under this Contract absent the City's execution of a valid and binding purchase order or contract addendum containing a pre-audit certificate."

45.17 UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this Contract, the Company agrees to comply with all applicable provisions of *Title 2, Subtitle A, Chapter II, Part 200* – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards contained in *Title 2 C.F. R. § 200 et seq.*

45.18 COUNTERPARTS.

This Contract may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the parties.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Contract to be executed on the date first written above.

PLAYCORE WISCONSIN, INC. D/B/A GAMETIME:

BY: Robert V. Barron

PRINT NAME: ROBERT V. BARRON

TITLE: SENIOR V. P. OF SALES

DATE: 05-03-2017

CITY OF CHARLOTTE
CITY MANAGER'S OFFICE:

BY: Randy Harrington

PRINT NAME: Randy Harrington

TITLE: CFO

DATE: 5/15/17

CITY OF CHARLOTTE
RISK MANAGEMENT DIVISION:

BY: Christie Gibson

PRINT NAME: Christie Gibson

TITLE: Asst Mgr

DATE: 5/11/17

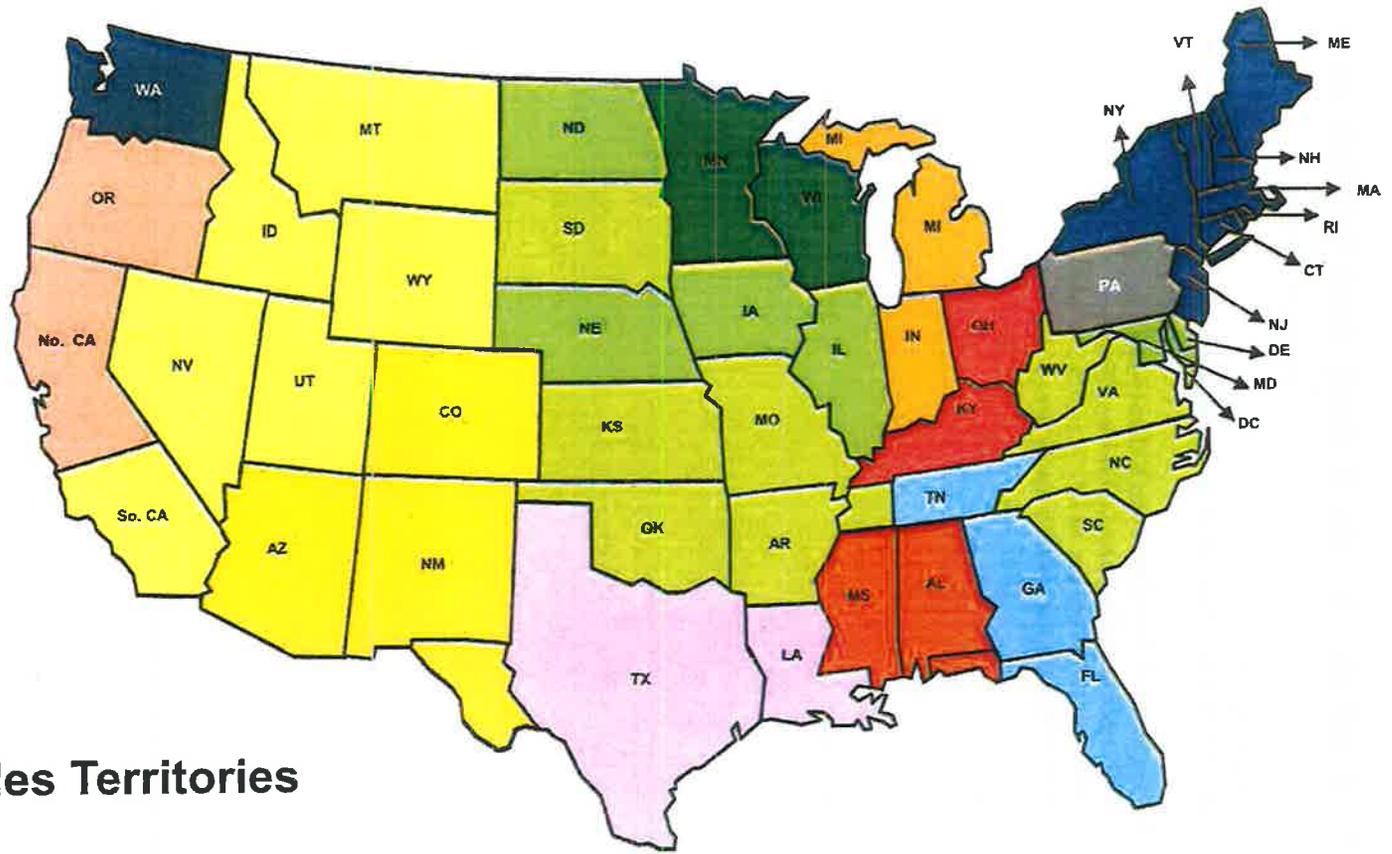
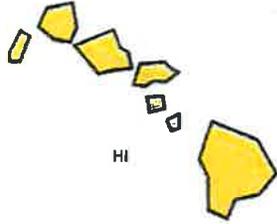
**EXHIBIT C
NATIONAL NETWORK OF DISTRIBUTORS AND INSTALLERS**

The following National Network of Distributors and Installers is an Exhibit to and is incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the "Contract") between the City of Charlotte and Playcore Wisconsin, Inc. d/b/a GameTime.



A PLAYCORE Company

150 PlayCore Drive SE
Ft Payne, AL 35967
(800) 633-2394



GameTime Sales Territories

PA
Bitting Recreation, Inc.
PO Box 6445
Harrisburg, PA 17112-0445
Tel: (800) 248-8464
Fax: (717) 652-5826
Website: www.bittingrec.com

**FL
GA
TN**
Dominica Recreation Products, Inc.
PO Box 520700
Longwood, FL 32752-0700
Tel: (800) 432-0162
Fax: (407) 331-4720
Website: www.drpic.com

**MI
IN**
Sinclair Recreation
128 E. Lakewood Blvd
Suite 40
Holland, MI 49424
Tel: (800) 444-4954
Fax: (616) 392-8634
Website: www.sinclair-rec.com

**KY
OH**
David Williams & Associates, Inc.
PO Box 218
1010 Harrison Avenue
Harrison, OH 45030
Tel: (800) 762-7936
Fax: (330) 821-4505
Website: www.davidwilliamsassociates.com

**AR
KS
MO
NC
OK
SC
VA
WV**
Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
Tel: (800) 438-2780
Fax: (704) 525-7356
Website: www.cunninghamrec.com

**CA
ID
MT
NV
UT
WY**
Great Western Recreation
PO Box 97
Wellsville, UT 84339
Tel: (800) 453-2735
Fax: (435) 245-5057
Website: www.gwpark.com

**AK
WA**
Sitelines Park & Playground Products
626 128th Street, S.W.
Suite 104-A
Everett, WA 98204
Tel: (800) 541-0869
Fax: (425) 347-3056
Website: www.sitelines.com

**IA
NE
ND
SD**
Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
Tel: (800) 438-2780
Fax: (704) 525-7356
Website: www.cunninghamrec.com

**MA
ME
NJ
NY
CT
RI
VT
NH**
Marturano Recreation Co.
PO Box 106
Spring Lake, NJ 07762
Tel: (800) 922-0070
Fax: (732) 974-0226

**LA
TX**
Total Recreation Products
12022 C. Knigge C Rd, Suite C
Cypress, TX 77429
Tel: (800) 392-9909
Fax: (832) 237-3895

HI
IPR, Inc.
1481 South King Street
Suite 226
Honolulu, HI 96814
Tel: (808) 845-7788
Fax: (808) 952-5501
Website: www.innovativeplaygroundsandrecreation.com

IL
Cunningham Recreation
2135 City Gate Lane, Suite 300
Naperville, IL 60563
Tel: (800) 942-1062
Fax: (630) 554-3750
Website: www.cunninghamrec.com

**No. CA
OR**
MRC-Pacific
1030-B Railroad Avenue
Novato, CA 94947
Tel: (415) 899-8996
Fax: (415) 899-9050
Website: www.gametimenorcal.com

**AZ
CO
NM
TX**
Triple M Recreation
4638 East Shea Blvd.
Suite B-170
Phoenix, AZ 85028
Tel: (480) 315-9103
Fax: (480) 315-9991
Website: www.triplerec.com

**DE
MD
DC**
Cunningham Recreation
PO Box 487
Queenstown, MD 21658
Tel: (800) 233-0529
Fax: (410) 827-8855
Website: www.westrecreation.com

**MN
WI**
Minnesota/Wisconsin Playground, Inc.
PO Box 27328
Golden Valley, MN 55427
Tel: (800) 622-5425
Fax: (763) 546-5050
Website: www.mnwiplay.com

**AL
FL
MS**
J.A. Dawson & Co., Inc.
PO Box 1178
Pelham, AL 35124
Tel: (800) 221-8869
Fax: (205) 663-5012

GAMETIME DOMESTIC SALES AGENCY CONTACT INFORMATION

Sales Representative Agency	Address - Website - Territory	Telephone & Fax
Bitting Recreation, Inc. Randy Bitting	P. O. Box 6445, Harrisburg, PA 17112 www.bittingrec.com W. PA	800-248-8464 717-652-5826
Cunningham Associates Scott Cunningham	P. O. Box 240981 Charlotte, NC 28224 www.cunninghamrec.com AR, DE, DC, IA, IL, KS, MD, MO, NE, NC, ND, OK, SC, VA, W. TN, WV	800-438-2780 704-525-7356
J. A. Dawson & Co., Inc. Craig Struthers	P. O. Box 1178 Pelham, AL 35124 www.jadawsonco.com AL, FL Panhandle, MS	800-221-8869 205-663-5058
Dominica Recreation Products, Inc. Rob Dominica	P. O. Box 520700 Longwood, FL 32752 www.playdrp.com FL (ex: Panhandle), GA, East/Central TN	800-432-0162 407-331-4720
Great Western Recreation, LLC Tyler Kyriopoulos Lewis Painter	P. O. Box 97 Wellsville, UT 84339 www.gwpark.com ID, MT, NV, UT, WY, S. CA	800-453-2735 435-245-5057
IPR Gideon Naiditch Ian Ross	1481 S. King St., S-226, Honolulu, HI 96814 www.ipr-hawaii.com HI	808-845-7788 808-952-5501
Marturano Recreation Co., Inc. Jim Marturano Brian Gates	P. O. Box 106 Spring Lake, NJ 07762 www.mrcrec.com MA, ME, NJ, NY, CT, RI, VT, E. PA, NH, N. CA, OR	800-992-0070 732-974-0226
Minnesota Wisconsin Playgrnd, Inc Harlan Lehman Ron Lehman	P. O. Box 27328 Golden Valley, MN 55427 www.mnwiplay.com MN, WI	800-622-5425 763-546-5050
Sinclair Recreation, LLC Diane Sinclair Rich Sinclair	P. O. Box 1409 Holland, MI 49422 www.sinclair-rec.com IN, MI	800-444-4954 616-392-8634
Sitelines Park & Playground Gary Max	626 128th St., SW, S-104A, Everett, WA 98204 www.sitelines.com AK, WA	800-541-0869 425-750-7493
Total Recreation Products Bryan O'Conner Kelly O'Conner	17802 Grant Road, Cypress, TX 77429 www.totalrecreation.net LA, TX	800-392-9909 281-351-2493
Triple M Recreation, Inc. Gene Everts Patti Everts	8700 E. Vista Bonita Dr., S-188, Scottsdale, AZ 85255 www.triplemrec.com AZ, CO, NM, W. TX	480-315-9103 480-315-1311
David Williams & Associates Bob Greiwe David Williams	P. O. Box 208, Harrison, OH 45030 www.davidwilliamsassociates.com OH, KY	800-762-7936 330-821-4505

b**Bitting - Bramble Landscapes, LLC. -
Bramble, Mark**

586 Sterling Drive
 Sarver, Pa. 16055
 Bus: (724) 859-0958
 Home: 2018
 Mobile: (724) 859-0958
 E-mail: bramble.landscapes@gmail.com

Bitting - Playground Pros (Hartzell, Lowell)

154 N. Sheridan Road
 Newmanstown, PA 17073
 Bus: (610) 589-1769
 Home: 2018
 Mobile: (610) 413-9832
 Bus Fax: (610) 589-1817
 E-mail: bill@theplaygroundpros.com

c**Cunningham - Blueprint Construction, LLC
(Liles, Robbie S.)**

5 Liles Woods LN
 Garner, NC 27529
 Bus: (919) 210-1589
 Home: 2018
 Bus Fax: (919) 779-9436
 E-mail: RL1Builder@gmail.com

**Cunningham - Carlson Consulting and
Contracting**

1150 Prospect Blvd.
 Waterloo, Iowa 50701
 Bus: (319) 234-8965
 Home: 2016
 Mobile: (319) 415-8365
 Bus Fax: (319) 234-8965
 E-mail: landrn1@msn.com

**Cunningham - Cedar Creek Run
Construction - Stanley, Bill**

24072 Zachery Taylor Hwy.
 Culpeper, Va. 22701
 Bus: (877) 640-9811 / (540) 364-9811
 Home: 2016
 Mobile: (703) 244-5991
 Bus Fax: (540) 825-3445
 E-mail: bstanley@ccrconstructionllc.com

Cunningham - CLS Outdoor Services

112 Nivens Drive
 P O Box 790
 Atoka, TN 38004
 Bus: (901) 428-8836
 Home: 2018
 Mobile: (901) 428-8836
 Bus Fax: (901) 475-0015
 E-mail: Chris@clsoutdoorservices.com

Cunningham - Custom Park Services

8019 E. Old Jessup Road
 PO Box 1098
 Jessup, MD 20794
 Bus: (410) 799-7745 or 877-799-7745
 Home: 2017
 Mobile: (410) 365-0502
 Bus Fax: (410) 579-1284
 E-mail: cpsmike@comcast.net

Cunningham - Custom Playgrounds

9957 N. Alpine Road, Suite 100
 Machesney Park, IL 61115
 Bus: (815) 708-8540
 Home: 2016
 Mobile: (815) 505-0500
 Bus Fax: (779) 423-2033
 E-mail: mbk5977@hotmail.com

Cunningham - D C Install, LLC.

503 Niagara
 E. Alton, Illinois 62024
 Bus: (618) 531-0848
 Home: 2017
 Mobile: (618) 531-0848
 Bus Fax: (618) 258-9007
 E-mail: donchatham@charter.net
 E-mail 2: donchatam@charter.net

**Cunningham - D G Services, Inc. (Layne,
Kevin)**

181 Springdale Acres Drive
 Mooresville, NC 28115
 Bus: 17047993878
 Home: 2018
 Mobile: 9802302946
 Bus Fax: 7047993878
 E-mail: dgserv@bellsouth.net

**Cunningham - Elanar Construction
Company**

6620 W. Belmont Avenue
 Chicago, IL 60634
 Bus: (773) 628-7011
 Home: 2018
 Mobile: (773) 908-7629
 Bus Fax: (773) 628-7041
 E-mail: ross@elanar.com
 E-mail 2: ross@elanar.com



Cunningham - Fuertes Systems Landscaping, Inc

15100 S. Indian Boundary Rd.
Plainfield, Il. 60544
Bus: (815) 725-2959
Home: 2016
Mobile: (847) 312-9393
Bus Fax: (815) 725-3165
E-mail: furte1@sbcglobal.net

Cunningham - G.L. Stone and Son, Inc. - Gilkerson, Leondis

24 First Street
Hamlin, WV. 25523
Bus: (304) 824-3800
Home: 2016
Mobile: (304) 208-4550
Bus Fax: (304) 824-3848
E-mail: glstoneandson@zoominternet.net

Cunningham - Grass roots, Inc.

501 W. Central Avenue
Davidsonville, MD 21035
Bus: (410) 721-1093
Home: 2016
Mobile: (301) 785-5770
Bus Fax: (301) 858-1039
E-mail: ccook@getgrassroots.com

Cunningham - Green-Up Landscape, Inc.

23940 Andrew Road
Plainfield, IL 60585
Bus: (815) 372-3000
Home: 2017
Mobile: (815) 693-1833
Bus Fax: (815) 372-3005
E-mail: brs@green-up.com

Cunningham - Howard's General Contracting

708 Knightswood Road
Fort Mill, S.C. 29708
Bus: (803) 802-1722
Home: 2017
Mobile: (803) 280-5630
E-mail: lance@howardsgc.com

Cunningham - IDE Construction (Turner, Michael)

18601 Green Street
Washington, NE 68068
Bus: (402) 510-0549
Home: 2018
E-mail: turner.michael.17@gmail.com

Cunningham - Jones & Sons Contracting

11409 Boltomley Road
Thurmont, MD 21788
Bus: (301) 898-3743
Home: 2011
Bus Fax: (301) 898-3743
E-mail: lannajones@msn.com

Cunningham - Kay Jay Construction, Inc.

300 S. Carlton Ave. #160
Wheaton, Il. 60187
Bus: (312) 388-3030
Home: 2016
Mobile: (312) 388-3030
E-mail: fred.conforti@sbcglobal.net

Cunningham - Kenneth Company, The

16W064 Jeans Road
Lemont, Il. 60439
Bus: (630) 679-2750
Home: 2016
Mobile: (630) 514-3632
Bus Fax: (630) 325-2780
E-mail: kcoffice@aol.com

Cunningham - Massanelli Construction, Inc.

105 Bellaire Drive
Hot Springs, Arkansas 71901
Bus: (501) 318-7618
Home: 2016
Mobile: (501) 318-7618
Bus Fax: (501) 321-8083
E-mail: TMASSarelli25@yahoo.com

Cunningham - Monkebar Builders, L.L.C.

1214 Towanda Ave., Upper Level
Bloomington, IL 61701
Bus: (309) 829-9111
Home: 2016
Mobile: (309) 825-9111
Bus Fax: (309) 829-5555
E-mail: monkeko@comcast.net

Cunningham - Moore Recreational Products, Inc.

PO Box 472747
Charlotte, NC 28247
Bus: (704) 905-3665
Home: 2017
Mobile: (704) 905-3665
Bus Fax: (704) 643-1369
E-mail: Moorerecreation@gmail.com



Cunningham - Old South Building Corp - Deeds, Rob

1622 Brandon Ave.
Petersburg, Va. 23805
Bus: (804) 307-9307
Home: 2016
Mobile: (804) 307-9307
Bus Fax: (804) 733-1110
E-mail: rob@oldsouthbuild.com

Cunningham - Ozark Mountain Installations, Inc.

9706 Lawrence 2237
Monett, MO 65708
Bus: (417) 235-9475
Home: 2018
Mobile: (417) 235-9475
Bus Fax: (417) 236-0897
E-mail: j.m.pass2@yahoo.com

Cunningham - ParkScape Solutions LLC (Woods, Wayne O.)

8226C Hwy J
Black, MO 63625
Bus: (573) 269-4450
Home: 2017
Mobile: (573) 701-3294
E-mail: wayne@parkscapecolutions.com

Cunningham - Play Structure Plus

364 East Main Street, Suite 172
Middletown, De. 19709
Bus: (302) 528-8791
Home: 2016
Mobile: (302) 528-8791
Bus Fax: (302) 378-0747
E-mail: markmacdonald4@verizon.net

Cunningham - Play-N-Scape, Inc.

190 Briarwod Drive
Crystal Lake, IL 60014
Bus: (815) 693-2769
Home: 2016
Mobile: (815) 459-6758
Bus Fax: (815) 459-5790
E-mail: playnscape@comcast.net

Cunningham - Prestige Landscaping Solutions - Mullins, Jason

5001 NW 10 Apt. 905
Oklahoma City, Ok. 73127
Bus: (405) 885-2015
Home: 2014
Mobile: (405) 820-8304
Bus Fax: (405) 849-2739
E-mail: jmullen@pssokc.net

Cunningham - Reese Construction Company

3720 Lucky Drive
Apex, N.C. 27539
Bus: (919) 329-5501
Home: 2017
Mobile: (919) 427-4685
Bus Fax: (919) 329-5503
E-mail: reeseconstruction@hotmail.com

Cunningham - RJR Enterprises, Inc.

804 N 42nd Street
Rogers, AR 72756
Bus: (479) 936-1092
Mobile: (479) 621-3939
E-mail: RonBrown@nwarjr.com

Cunningham - Robert Kremers Construction

515 S. 86th Street
Omaha, NE 68114
Bus: (402) 658-3357
Home: 2017
Mobile: (402) 658-3357
Bus Fax: none
E-mail: bobkremers1@aol.com

Cunningham - Triad Property Services, Inc.

962 Wiley Lewis Road
Greensboro, NC 27406
Bus: (336) 378-1541
Home: 2017
Mobile: (336) 337-1930
Bus Fax: (336) 378-1541
E-mail: brentattps@triad.rr.com

Cunningham - Woods Const. Serv.

8226B Hwy. J
Black, Mo. 63625
Bus: (573) 269-1113
Home: 2017
Mobile: (573) 701-3294
Bus Fax: (573) 269-1033
E-mail: wayne@woodsconstructionservices.com

c**Cunningham - Zogg & Associates (Zogg, Brent)**

27610 90th Avenue
 Donahue, IA 52746
 Bus: (563) 210-2943
 Home: 2018
 E-mail: zoggdesign@netins.net

Cunningham -Hyde Construction (Hyde, John)

1325 South Bates Avenue
 Springfield, IL 62704
 Bus: (217) 891-4618
 Home: 2018
 E-mail: Backstp23@yahoo.com

d**Dawson, J. A.**

P.O. Box 1178
 Pelham, AL 35124
 Bus: (205) 663-5058
 Home: 2017
 Mobile: (205) 368-4365
 Bus Fax: (205) 663-5012
 E-mail: cstruthers@jadawsonco.com

Dominca - D.W. Recreation Services, Inc. (West, Donald)

2500 NW 79th Ave. #258
 Doral, FL 33122
 Bus: (561) 433-4709
 Home: 2017
 Mobile: (561) 818-4819
 E-mail: dwrecreation@bellsouth.net

Dominica - John Fitzgerald, Inc.

P.O. Box 655
 Sanford, FL 32772
 412 Mattie St.
 Sanford, FL 32773
 Bus: (407) 323-8822
 Home: 2018
 Mobile: (407) 920-2256
 Bus Fax: (407) 323-0999
 E-mail: julie@fivestarininstallers.com

Dominica Recreation Products - Copponex Group LLC (Copponex, Glen)

1478 Highway 124
 Auburn, GA 30011
 Bus: (770) 421-5252
 Home: 2017
 Mobile: (770) 846-2120
 E-mail: greg@copponexgroup.com

Dominica Recreation Products - Outdoor Construction

134 Stanley Court Sutie#E
 Lawrenceville, GA 30046
 Bus: (770) 995-8430 Toll Free 877-995-1100
 Home: 2017
 Mobile: (678) 234-7489
 Bus Fax: (886) 536-5244
 E-mail: terry@occ-ga.com
 E-mail 2: occga@aol.com

Dominica Recreation Products - Pelican Playground Maintenance LLC (De Armond, William)

Suite 202 Dept 213
 Fort Myers, FL 33912
 Bus: (239) 284-7335
 Home: 2018
 E-mail: Billy@pelicanplaygroundmaintenance.com

g**Great West Park and Play - C S Construction (Amick, Chris)**

13049 Lynn Christi Ave
 Bakersfield, CA 93314
 Bus: (661) 978-9748
 Home: 2017
 E-mail: csconstruction@bak.rr.com

Great West Park and Play - California Landscape & Design, Inc. (Kammerer, Steve)

273 N. Benson Avenue
 Upland, CA 91786
 Bus: (909) 949-1601
 Home: 2017
 Mobile: (909) 215-7439
 Bus Fax: (909) 981-9368
 E-mail: skammerer@calandscape.com

g

Great West Park and Play - Childs Play

1852 Langley Ave
Irvine, CA 92614
Bus: (949) 252-1186
Home: 2017
Mobile: (714) 709-1782
E-mail: chris@childsplaygrounds.com

Great West Park and Play - Cicero Engineering, Inc.

1372 E. Valencia Drive
Fullerton, Ca. 92831
Bus: (714) 871-2800
Home: 2017
Mobile: (562) 762-5147 Frank Cicero
Bus Fax: (714) 871-2801
E-mail: fcicero@ciceroengineering.com

Great West Park and Play - Coastal Park and Recreation - Lapp, Doug

3075 Falda Road
Atascadero, Ca. 93422
Bus: (805) 441-2952
Home: 2018
Mobile: (805) 441-2952
E-mail: doug@coastalparkandrec.com

Great West Park and Play - Distinctive Exteriors, Inc. - Aikens, Phil

6625 South Valley View Blvd
Suite 212
Las Vegas, NV 89118
Bus: (702) 385-4555
Home: 2014
Mobile: (702) 286-7091
E-mail: phil@vegasexteriors.com

Great West Park and Play - Evans Recreation Installation, Inc.

P.O. Box 42607
Las Vegas, Nevada 89116
Bus: (702) 271-8170
Home: 2016
Mobile: (702) 271-8170
Bus Fax: (702) 926-9685
E-mail: doug.e@evansrecreation.com

Great West Park and Play - Evergreen Environment, Inc. (Sandoval, Juan)

8609 Mission Blvd
Riverside, CA 92509
Bus: (951) 332-2218
Home: 2018
Mobile: (951) 337-1757
Bus Fax: (951) 332-2219
E-mail: juan@evergreenenvironment.net

Great West Park and Play - Fullmer Brothers Landscape Maintenance, Inc. (Newbold, Craig)

1825 N. 1450 W
Lehi, Utah 84043
Bus: (801) 571-9899
Home: 2018
Mobile: (801) 671-6257
E-mail: craig@fullmerbrothers.com

Great West Park and Play - Garden Shop Nursery Landscaping

1978 Frazier Avenue
Sparks, Nv. 89431
Bus: (775) 358-3080
Home: 2018
Mobile: (775) 221-0935
Bus Fax: (775) 358-3084
E-mail: gslmike@sbcglobal.net

Great West Park and Play - Great Western Installations - Olson, Derek

Great Western Installations
PO Box 97
Wellsville, Ut. 84339
Bus: (800) 453-2735
Home: 2017
Mobile: Steve (435) 760-5100 / Derek (858) 337-9195
Bus Fax: (435) 245-5057
E-mail: steve@gwpark.com

Great West Park and Play - K.C. Equipment

413 S. Magnolia Ave.
El Cajon, CA 92020
Bus: (619) 443-9730
Home: 2013
Bus Fax: (619) 443-9729
E-mail: info@kcequipmentinc.com

Great West Park and Play - Linnert Builders

1675 No. Shaffer St.
Orange, CA 92867
Bus: (714) 974-4393
Home: 2018
Mobile: (714) 606-4951
Bus Fax: (714) 974-4393
E-mail: blinnert@socal.rr.com



Great West Park and Play - Malibu Pacific Tennis Courts, Inc.

31133 Via Colinas, Suite 107
Westlake Village, CA 91362
Bus: (818) 707-3797
Home: 2013
Mobile: (818) 991-7445
Bus Fax: (818) 706-1951
E-mail: phil@malibupacific.com

Great West Park and Play - Play Foundations, Inc. (Cox, Jack)

1330 N. Melrosed Drive Suite F
Vista, CA 92083
Bus: 17602958645
Home: 2018
Mobile: 17604209689
Bus Fax: 17602958651

Great West Park and Play - PSI

1747 Colgate Drive
Thousand Oaks, CA 91360
Bus: (805) 494-3401
Home: 2018
Mobile: (818) 618-2333
Bus Fax: (805) 494-3343
E-mail: gdonahoe@ix.netcom.com

Great West Park and Play - Quality Time Recreation

P.O. Box 471
Clearfield, Ut 84089
673 W. 1860 N.
Clinton, Ut. 84015
Bus: (801) 718-5367
Home: 2018
Mobile: (801) 718-5367
Bus Fax: (801) 728-3558
E-mail: qtrec@comcast.net

Great West Park and Play - Rasco Construction, Inc.

6588 West 10900 North
Highland, Utah 84043
Bus: (801) 360-1723
Home: 2018
Mobile: (801) 360-7123
Bus Fax: (801) 763-7664
E-mail: Tylertdr@yahoo.com

Great West Park and Play - Recreation Installation

1321 N. Lewis Peak Drive
Ogden, Utah 84401
Bus: (801) 388-6980
Home: 2018
Bus Fax: (801) 393-2745
E-mail: julio_membreno@yahoo.com

Great West Park and Play - Zasueta Contracting, Inc.

PO Box 866
Spring Valley, CA 91976
Bus: (619) 589-0609
Home: 2016
Mobile: (619) 843-4048
Bus Fax: (619) 697-6031
E-mail: azplaygrounds@yahoo.com

Great West Park and Play -Unlimited Engineering Contracting, Inc. (Carter, Kevin)

950 Firestone Circle
Simi Valley, CA 93065
Bus: (805) 587-7514
Home: 2017
Mobile: (818) 652-6922
E-mail: unlimitedengineering101@yahoo.com



IPR\$ Hawaii Sagum, Danielle

1481 S. King Street
Suite 226
Honolulu, HI 96814
Bus: (808) 952-7788
Home: 2017
Mobile: (808) 679-1113
E-mail: danielle@ipr-hawaii.com



Marturano - A & H contracting

33 Eastwood Blvd.
Manalapan, N.J. 07726
Bus: (732) 972-0006
Home: 2015
Mobile: (732) 672-3236
Bus Fax: (732) 972-0555
E-mail: ahcontractinginc@aol.com



**Marturano - AAH Constuction Corp.
(Cinquemani, Led)**

21-77 31st Street Suite 107
Astoria, NY 11105
Bus: (718) 267-1300
Home: 2018
Mobile: (917) 709-2021
Bus Fax: (718) 726-1474
E-mail: leoc@aaconstruction.com

Marturano - Buzz Burger Incorporated

13 Twin Pine Way
Glen Mills, PA 19342
Bus: (610) 399-3035
Home: 2016
Mobile: (610) 304-9040
Bus Fax: +1 (610) 399-3375
E-mail: buzz@buzzburgerinc.com

Marturano - California Playground Builders

1490 Norman Ave.
Santa Clara, Ca. 95054
Bus: (408) 748-1220 or (408) 314-3363
Home: 2013
Mobile: (408) 438-2141
Bus Fax: (408) 748-1128
E-mail: jeff@built2play.com

**Marturano - Central Jersey Landscaping,
Inc.**

523A Chesterfield-Arneytown Road
Chesterfield, N.J. 08515
Bus: (609) 298-2450
Home: 2016
Mobile: (609) 722-2082
Bus Fax: (609) 298-2436
E-mail: Mike_CJL@Verizon.net

Marturano - CMJ Construction, Inc.

40 fenton way
Bangor, ME 04401
Bus: (603) 828-5225
Home: 2018
Mobile: (603) 828-5225
Bus Fax: (207) 942-5776
E-mail: Chaddah@aol.com

Marturano - Community Playgrounds, Inc.

200 Commercial Street
Vallejo, Ca. 94589
Bus: (415) 892-8100
Home: 2017
Mobile: (415) 559-8883 / 415-725-8923
Bus Fax: (415) 892-3132
E-mail: cwear@commplay.us

Marturano - Currie Grove, LLC

300 Old Reading Pike
Bldg. 1, Suite 102
Stowe, Pa. 19464
Bus: (610) 970-8846
Home: 2017
Mobile: (610) 310-5926
Bus Fax: (610) 970-4719
E-mail: curriegrove@aol.com

**Marturano - Dakota Excavating Contractor,
Inc.**

200 East Church St.
Bergenfield, NJ 07621
Bus: (201) 439-1000
Mobile: (201) 954-5301
Bus Fax: (201) 439-0444
E-mail: opiedak@aol.com

Marturano - G & G Builders

4542 Contractors Place
Livermore, Ca. 94551
Bus: (925) 846-9023
Home: 2017
Mobile: (925) 570-7606
Bus Fax: (925) 846-9152
E-mail: gcallahan@ggbuildersinc.com

**Marturano - Harris Fence Corp. (Harris,
Jim)**

4492 Route 130
Burlington, NJ 08016
Bus: (609) 387-4050
Home: 2017
Mobile: (609) 517-7613
E-mail: harrisfence@yahoo.com

Marturano - Horizon Concepts, Inc.

53 West Hills Road
Huntington Station, N.Y. 11746
Bus: (631) 271-1963
Home: 2016
Mobile: (516) 864-1522
Bus Fax: (631) 271-1975
E-mail: jhines@horizonconceptsinc.net

**Marturano - Kamback Bros. LLC (Kamback,
Greg)**

54 E. Lagoona Drive
Brick, NJ 08723
Bus: (732) 558-3868
Home: 2017
Mobile: (732) 558-3868
Bus Fax: (732) 477-0046
E-mail: gregKamback@comcast.net



**Marturano - Kel-Tech Construction, Inc. -
Kelleher, Vincent**

12-11 Redfern Ave.
Queens, N.Y. 11691
Bus: (718) 383-3353
Home: 2017
Mobile: (917) 682-3988
Bus Fax: (718) 337-3360
E-mail: vk@keltechconstruction.com

Marturano - Kidzzplay Installation Services

126 Covered Bridge Road
Warwick, N.Y. 10990
Bus: (800) 851-7748
Home: 2016
Mobile: (845) 742-1745
E-mail: cs@kidzzplay.com

**Marturano - Lobo Construction Services,
Inc.**

250 Orchard Road
East Patchoeve, NY 11772
Bus: (631) 286-6184
Home: 2018
Mobile: (516) 807-8462
Bus Fax: (631) 286-6194
E-mail: loboservices@yahoo.com

**Marturano - M & M Site Improvement, Inc.
(Mcpherson, Robert)**

53 Gladstone Road
New Rochelle, NY 10805
Bus: (917) 679-1012
Home: 2018
Bus Fax: (914) 813-8639
E-mail: rem129@aol.com

**Marturano - Marrs Playground Installation,
Co.**

16860 Paula Road
Madem, Ca. 93636

P.O. Box 318
Friant, Ca. 93626
Bus: (559) 479-8490
Home: 2017
Mobile: (559) 930-1700
Bus Fax: (559) 479-8490
E-mail: quincymarrs@comcast.net

Marturano - Pat Corsetti, Inc.

610 Fenimore Road
Mamaroneck, NY 10543
Bus: (914) 698-5024
Home: 2017
Mobile: (914) 403-4346
Bus Fax: (914) 698-6746
E-mail: acorsetti@prodigy.net

**Marturano - Performance Flooring Systems
(Melville, Garth)**

289 Milton Road
Rye, NY 10580
Bus: (917) 930-1521
Home: 2018
Mobile: (917) 930-1521
E-mail: garth@sportcourtventures.com

**Marturano - Picerno-Giordano
Construction, LLC (Richard Picerno)**

200 Market Street
Kenilworth, NJ 07033
Bus: (908) 241-4331
Home: 2017
Mobile: (908) 296-0505
Bus Fax: (908) 241-7854
E-mail: Rich@picernogiordano.com

Marturano - Playgrounds Unlimited, Inc

980 Memorex Drive
Santa Clara, CA 95050
Bus: (408) 244-9848
Home: 2016
Mobile: (408) 639-4565
Bus Fax: (408) 330-9256
E-mail: mikea@playgroundsunlimited.net

**Marturano - Rubberecycle, LLC. - Gates,
Brian**

P.O. Box 106
Springlake, N.J. 07762
Bus: (800) 922-0070
Home: 2014
Mobile: (732) 433-6121
Bus Fax: (732) 947-0226
E-mail: bgates@mrcrec.com

**Marturano - Scott Construction of
Rochester, Inc.**

23 Wells Street
Rochester, NY 14611
Bus: (585) 370-6331
Home: 2018
Mobile: (585) 370-6331
Bus Fax: (585) 325-2893
E-mail: mscott1299@hotmail.com



Marturano - Shawn T. Gardner Builders

2882 Robert Court
Redding, CA 96002
Bus: (530) 222-2771
Home: 2015
Mobile: (530) 945-2041
Bus Fax: (530) 222-3269
E-mail: gardner7878@sbcglobal.net

Marturano - Silagy Contracting, LLC.

614 Old Post Road
Edison, NJ 08817
P.O. Box 1096
Edison, N.J. 08817
Bus: (732) 287-5544
Home: 2018
Mobile: (732) 921-0780
Bus Fax: (732) 287-8978
E-mail: rsilagy@silagycontracting.com

Marturano - TAJ Assoc

335 Clifton Ave,
Staten Island, NY 10305
Bus: (718) 415-4555
Home: 2018
Mobile: (917) 577-8274
Bus Fax: (718) 442-2567
E-mail: tajassociatesusa@gmail.com

Marturano - Tec-Con Contractors, Inc.

9 Dodd Street
East Orange, NJ 07017
Bus: (973) 674-9191
Home: 2011
Bus Fax: (973) 674-2834
E-mail: Tec_Con@comcast.net

Marturano - Titan Development, Inc.

8534 Seaman Rd
Gasport, NY 14067
Home: 2018
Mobile: (716) 913-5957
E-mail: bjbvwood@yahoo.com

Marturano - Whirl Construction

187 Main Street,
P.O. Box 110
Port Monmouth, NJ 07758
Bus: (732) 495-3715
Home: 2017
Mobile: (732) 496-5706
Bus Fax: (732) 495-6133
E-mail: info@whirlconstruction.net

Marturano - Who Built Creative Builders

80 Alta Dr.
Petaluma, CA 94954
P.O. Box 5207
Petaluma, CA 94955
Bus: (707) 763-6210
Home: 2017
Mobile: (707) 696-7734
Bus Fax: (707) 658-2513
E-mail: jana@whobuilt.biz

Minnesota&Wisc. - C.K.&C. Installation, Inc.

12735 - 274th Circle
Zimmerman, MN 55398
Bus: (763) 856-5293
Home: 2018
Mobile: (763) 244-0188
Bus Fax: (763) 856-0536
E-mail: tucker@izoom.net

Minnesota&Wisc. - Southern Coating Systems

8960 205 St. West #432
Lakeville, MN 55044
Bus: (952) 469-3439
Bus Fax: (952) 469-3430
E-mail: scssafetup@frontiernet.net



Sinclair Recreation - G & C Contracting, LLC. - Krohn, Geoff

16801 S. Mill Creek Rd.
Noblesville, In. 46062
Bus: (317) 694-4373
Home: 2016
Mobile: (317) 694-4373
Bus Fax: (317) 770-7482
E-mail: gandcontract@comcast.net

Sinclair Recreation - Michigan Recreational Construction, Inc. Sheffer, Craig A.

P.O. Box 2127
Brighton, MI 48116
1019Victory Drive
Howell, Mi. 48843
Bus: (517) 545-7122
Home: 2016
Mobile: (313) 806-8406
Bus Fax: (517) 545-7144
E-mail: craig@buildingfun.com

S**Sinclair Recreation - Play Builders LLC**

128 E. Lakewood Blvd
 Suite 40 B
 Holland, MI 49424
 Bus: (616) 218-1053
 Home: 2011
 Mobile: (616) 218-1053
 Bus Fax: (616) 994-0345
 E-mail: rich@sinclair-rec.com

Sinclair Recreation - Pro Installation Plus, Inc.

60-B W.Terra Cotta Avenue #185
 Crystal Lake, IL 60014
 Bus: (815) 479-7220
 Home: 2017
 Bus Fax: (815) 479-7221
 E-mail: playinstal@aol.com

Sinclair Recreation - Rent A Son

2294 S. Hickory Ridge Road
 Milford, Mi. 48380-1920
 Bus: (989) 233-3210
 Home: 2018
 Mobile: (989) 233-3210
 E-mail: wuerf3@aol.com

Sitelines - Cascade Mini Excavating, Inc.

1266 Bay Loop S.W.
 Tumwater, Wa. 98512
 Bus: (360) 556-3552
 Home: 2018
 Mobile: (360) 556-3544
 E-mail: install@cmeplay.net

Sitelines - G.R. Morgan Construction

10536 S.W. 25th Avenue
 Portland, OR 97219
 Bus: (503) 452-4268
 Home: 2018
 Mobile: (503) 803-4802
 Bus Fax: (503) 245-4872
 E-mail: geo_morgan@msn.com

Sitelines - L.W. Sundstrom, Inc.

P.O. Box 893
 Ravensdale, Wa. 98051
 Bus: (206) 730-8901
 Home: 2017
 Mobile: (206) 730-8901
 Bus Fax: (425) 413-2533
 E-mail: len@lwsundstrom.com

Sitelines - Picture Perfect Playgrounds Stoddard, Curtis

P.O. box 807
 Ashton, ID 83420
 Bus: (208) 652-3284
 Home: 2016
 Mobile: (208) 521-0161
 Bus Fax: (208) 652-3285
 E-mail: bookkeeper@pictureperfectplaygrounds.com

Sitelines - Precision Recreation Contractors, Inc.

6821 S.E. Johnson Creek BLVD.
 Portland, OR 97206
 Bus: (503) 788-4002
 Home: 2018
 Mobile: (503) 572-8248
 Bus Fax: (503) 788-4003
 E-mail: ed@precisionrecreation.com

Sitelines - Proexc, LLC (Kyllonen, James)

P.O. box 2803
 Battleground, WA 98604
 Bus: (360) 666-9276
 Home: 2018
 E-mail: office@proexc LLC.com

Sitelines - Prosser & Sons

North 5544 Drumheller
 Spokane, WA 99205-7509
 Bus: (509) 326-4907
 Home: 2015
 Mobile: (509) 993-2840
 Bus Fax: (509) 326-4907
 E-mail: gmprosser@juno.com

Sitelines - R & R Construction, Inc.

P.O. Box 10
 Carbonado, WA 98323
 Bus: (360) 829-2300
 Home: 2018
 Mobile: (253) 350-7449
 Bus Fax: (360) 829-2700
 E-mail: wendy@rrconinc.com

T**Total Recreation - Barcon Construction**

143 EL Cerrito Circle
 San Antonio, TX 78232
 Bus: (210) 867-2278
 Home: 2019
 Mobile: (210) 867-2278
 Bus Fax: (210) 867-9500
 E-mail: bpasini_barcon@yahoo.com



Total Recreation - Cross Country

3804 Simmons Creek Lane
Flower Mound, Tx. 75022-5495
Bus: (972) 355-8580
Home: 2018
Mobile: (972) 768-1713
Bus Fax: (972) 355-2902
E-mail: cross.country.corp@gmail.com

Total Recreation - Crosswinds Contracting, Inc. (Les Shannon)

905 Sandy Beach Drive
Conroe, TX 77304
Bus: (936) 522-8522
Home: 2018
Mobile: (936) 522-8522
E-mail: lesshannon@mac.com

Total Recreation - DecorCrete, Inc. - Schaeffer, Charles

154 Oak Lane
Chatham, La. 71226
Bus: (318) 249-2016
Home: 2018
Mobile: (832) 202-9838
E-mail: charlie@decorcrete.com

Total Recreation - Indian Nations Ent - Liles, Mike Garvin / Jeff

10252 Mustang Run
Forney, Tx. 75126
Bus: (214) 704-2115
Home: 2017
Mobile: (214) 704-2115
Bus Fax: (972) 564-5755
E-mail: jliles@gmail.com

Total Recreation - Majestic Playground Services, LLC. Givens, Maury Scot

30274 White Egret Street
Denham Springs, La. 70726
Bus: (225) 667-3062
Home: 2017
Mobile: (225) 937-0791
Bus Fax: (225) 667-3035
E-mail: scotgivens@cox.net

Total Recreation - Paradigm Contracting, LLC. - Bergold, Helen

10719 Twilight Vista
Austin, Tx. 78736
Bus: (512) 300-3636
Home: 2017
Mobile: (512) 300-3636
Bus Fax: (512) 692-2947
E-mail: helen@paradigmcontract.com

Total Recreation - Pro Playground Installations, Inc - Schrock, Don

4 Wedgewood Blvd
Conroe, Tx. 77304
Bus: (936) 443-7235
Home: 2018
Mobile: (936) 443-7235
Bus Fax: (936) 441-3341
E-mail: don@schrockenterprise.com

Total Recreation - RGH Landscape, Inc.

P.O. Box 51376
Amarillo, TX 79159
Bus: (806) 358-4222
Home: 2016
Mobile: (806) 674-2810
Bus Fax: (806) 358-4222
E-mail: rghall1@suddenlink.net

Total Recreation - Simmons Builders General Contractor, Inc.

3804 Simmons Creek Lane
Flower Mound, TX 75022-5495
Bus: (972) 355-8580
Home: 2018
Mobile: (972) 768-1719
Bus Fax: (972) 355-2902
E-mail: simmons.buildersgc@gmail.com
E-mail 2: simmonsbuilders@comcast.net

Total Recreation - Wade Contractors, Inc.

23024 Yupon
Porter, TX 77365
Bus: (281) 354-1934
Home: 2018
Mobile: (281) 435-8004
Bus Fax: (501) 204-4034
E-mail: Wade Contractors, Inc.

Triple M Recreation - Four Rivers, LLC. - Leck, Kris

615 E. Walnut Street
Deming, NM. 88030
Bus: (575) 494-5788
Home: 2018
Mobile: (575) 494-5788
E-mail: kris@lecklandscape.com



Triple M Recreation - Hansen & Prezzano Builders LLC

PO Box 359
Peralta, NM 87042
Bus: (505) 865-3900
Home: 2018
Mobile: (505) 228-1130
Bus Fax: (505) 865-3922
E-mail: hansenprezzano@qwestoffice.net

Triple M Recreation - Premier Construction Corporation

899 W. Daniel RD
San Tan Valley, AZ 85143
Bus: (520) 429-5245
Home: 2018
Mobile: (520) 429-5245
Bus Fax: (520) 529-1301
E-mail: alex@premiercorp.us

Triple M Recreation - Progressive Playgrounds, Inc.

12784 N. 3rd St.
Paskes, CO 80134
Bus: (303) 805-8992
Home: 2014
Mobile: (303) 324-7900
Bus Fax: (303) 805-8991
E-mail: mkhickman@msn.com

Triple M Recreation - Triclops Services, LLC

720 Austin Ave. #200
Erie, Co. 80516
Bus: (720) 323-8845
Home: 2017
Mobile: (720) 323-8845
Bus Fax: (303) 833-4460
E-mail: blake@irwin-companies.com



WI Playground - Captured Live

12 Narhanial Chrichlow Drive
Valsayn
Trinida
Bus: (868) 689-9896
Home: 2018
Mobile: (868) 689-9896
E-mail: capturedlivett@gmail.com

Williams, David - C & W Construction

15743 Terramont NE
Minerva, Oh. 44657
Bus: (330) 495-8590
Home: 2017
Mobile: (330) 495-8590
Bus Fax: (330) 821-4505
E-mail: charlie@cpsionline.com

Williams, David - Playground Equipment Services, LLC

8510 Coyhill Lane
Cincinnati, Ohio 45239
Bus: (513) 923-2333
Home: 2017
Mobile: (513) 236-6906
Bus Fax: (513) 923-2444
E-mail: eric@playgroundequipmentservices.com

Williams, David - Walter Schunk Excavating & Trucking, Inc.

P.O. Box 56
Miamitown, OH 45041
Bus: (513) 353-4760
Home: 2017
Mobile: (513) 659-9702
Bus Fax: (513) 738-0684
E-mail: toddschunk@yahoo.com

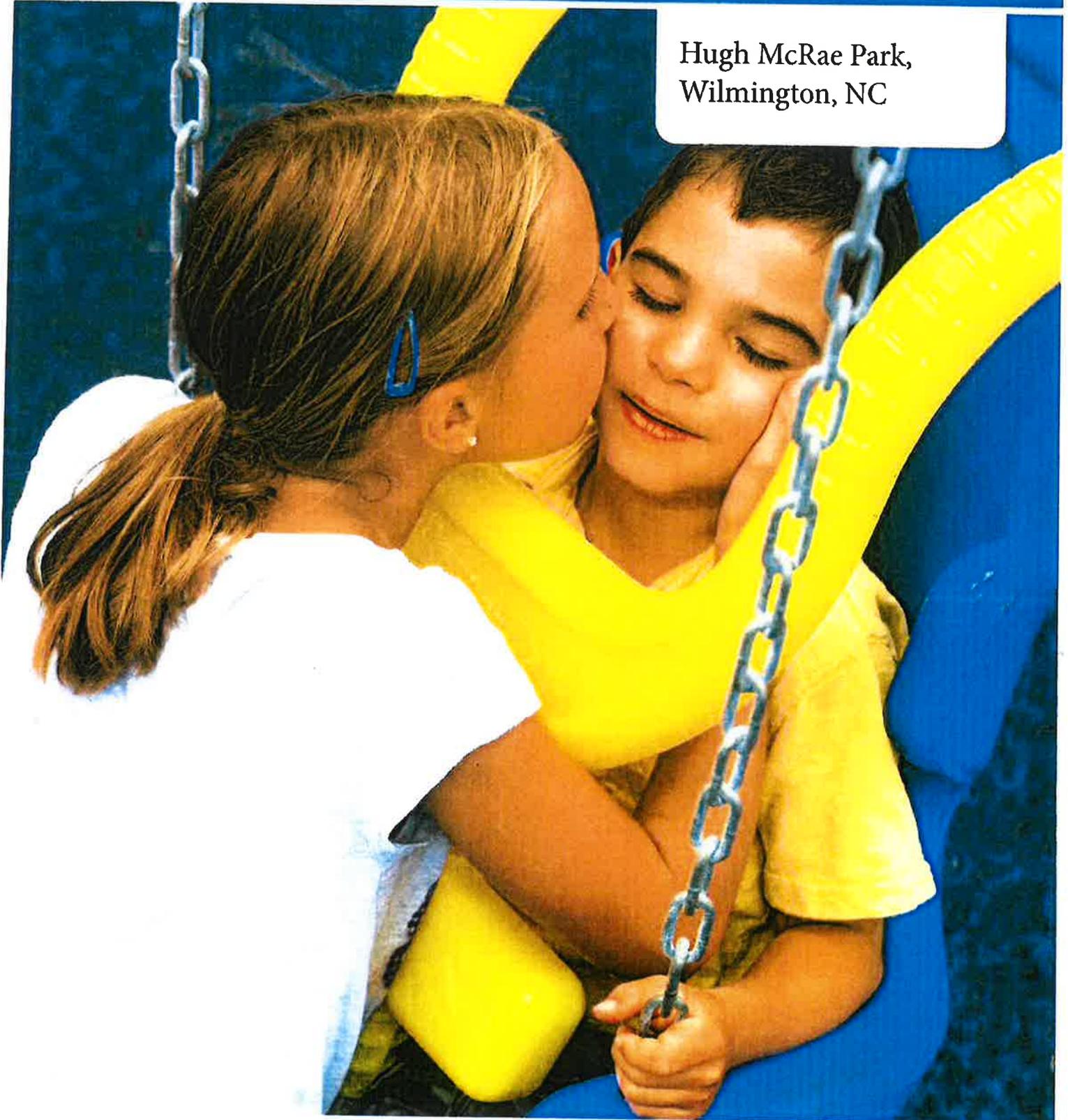
Contract No. 2017001134
Vendor No. 121531

EXHIBIT D
FREIGHT RATE SCHEDULES

The following Freight Rate Schedules are an Exhibit to and is incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the "Contract") between the City of Charlotte and Playcore Wisconsin, Inc. d/b/a GameTime.

25 - Freight Rates

Hugh McRae Park,
Wilmington, NC



Contract No. 2017001134
Vendor No. 121531

EXHIBIT E
PRODUCT WARRANTIES

The following Product Warranties are an Exhibit to and is incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the "Contract") between the City of Charlotte and Playcore Wisconsin, Inc. d/b/a GameTime.



GameTime Division
PlayCore Wisconsin, Inc.
150 PlayCore Drive, S.E.
Fort Payne, Alabama 35967
Telephone: 256/845-5610



REQUEST FOR PROPOSAL 269-2017-028 SECTION 20 WARRANTY DIRECTORY

File No.	Provider
24.00	Warranty Directory
20.01	GameTime Playground Equipment
20.02	GTImpax
20.03	GTShade
20.04	BigToys (and EaryWorks-NatureRocks)
20.05	Colorado Time Systems MultiSport Scoreboards
20.06	Colorado Time Systems Timing Systems
20.07	Dero
20.08	Everlast
20.09	GT Grandstands
20.10	Harmony
20.11	NRS
20.12	Power Systems
20.13	Spectrum Aquatics
20.14	The Fountain People
20.15	UltraPlay
20.16	UltraSite - UltraShade - UltraShelter
20.17	Water Odyssey

Note: some warranties cover multiple product offerings

150 PlayCore Drive, SE
Fort Payne, Alabama 35967
Telephone: 256/845-5610
Facsimile: 256/845-9361
Email: service@gametime.com



A PLAYCORE Company

GAMETIME® WARRANTIES

GameTime provides warranties on all materials and workmanship for one year, excluding vandalism.

In addition, GameTime offers:

- ✓ Lifetime limited warranty on PowerScape®, PrimeTime®, Xscape® & IONiX® uprights.
- ✓ Lifetime limited warranty on all hardware.
- ✓ Lifetime limited warranty on GameTime PowerScape Tru-Loc® connections.
- ✓ Lifetime limited warranty on PrimeTime and Xscape bolt-through connections.
- ✓ Fifteen-Year limited warranty on metal decks, pipes, rungs, rails and loops.
- ✓ Fifteen-Year limited warranty on rotationally molded products.
- ✓ Five-Year limited warranty on glass fiber reinforced concrete PlayWorx structures.
- ✓ Five-Year limited warranty on glass fiber reinforced polymers Tuff Forms sculptures.
- ✓ Twenty-Year limited warranty on Timber Décor™ & Timbers recycled plastic lumber.
- ✓ Five-Year limited warranty on nylon-covered cable net climbers and components.
- ✓ Ten-Year limited warranty on pressure-treated pine and redwood products.
- ✓ Ten-Year limited warranty on Advanced, Elite & stationary Base Series posts & bars.
- ✓ Ten-Year limited warranty on site furnishings.
- ✓ Ten-Year limited warranty on integrated GTShade® products.
- ✓ Ten-Year limited warranty on fiberglass and DHPL signage.
- ✓ Five-Year limited warranty on Super Seats™.
- ✓ Three-Year limited warranty on SaddleMates® rubber and "C"-springs.
- ✓ One-Year limited warranty on all other GameTime products.

All warranties specifically exclude damage caused by vandalism; negligence, improper installation or improper use; changes in appearance resulting from weathering; scratches, dents or marring as a result of use. Warranties are valid only if products are installed and maintained in accordance with GameTime instructions and use approved parts.



FIFTEEN YEAR LIMITED (PERFORMANCE) WARRANTY

Effective June 1, 2008

GameTime warrants the GT Impax Engineered Wood Fiber Surfacing installation to the original purchaser for a period of fifteen (15) years from date of installation. This limited warranty applies only to GT Impax Engineered Wood Fiber Surfacing that has been approved for installation.

Performance:

In the event the Materials do not conform or perform as expected, the Limited Warranty shall be limited to replacement of the defective Materials in question, and shall not include installation or consequential damages or refund. This Limited Warranty does not cover normal wear.

Conditions:

This Limited Warranty is conditional upon the Surfacing being properly installed and maintained by the purchaser in accordance with written instructions provided by GameTime.

What Is Covered?

1. GameTime warrants, to the original purchaser, that the GT Impax Engineered Wood Fiber surfacing system will meet ASTM F1292-04 at the specified critical height (8 ft. for an 8 in. depth of GT Impax Engineered Wood Fiber, 12 ft. for a 12 in. depth) for a period of fifteen (15) years from the date of installation, subject to the conditions and exclusions shown below.
2. GameTime warrants, to the original purchaser, that the GT Impax Engineered Wood Fiber Surfacing will be free from defects upon delivery, subject to the conditions and exclusions shown below.

If the GT Impax Engineered Wood Fiber surfacing is defective within the applicable warranty period, GameTime will, subject to the conditions set forth below, replace defective installation components at no charge within a reasonable period of time. Components used for replacement under this warranty are warranted for the remainder of the original warranty period. The replacement of defective components shall constitute the sole and exclusive remedy in the event of a breach of warranty.



WARRANTY

GT Impax Loose Shredded Rubber Surfacing is manufactured from recycled automobile and truck tires and is guaranteed to meet or exceed the ASTM Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment Playground Surfacing Guidelines used by U.S. Consumer Products Safety Commission.

GameTime warrants GT Impax Loose Shredded Rubber Surfacing against total color loss for eight years from the purchase date and in turn warrants the impact attenuation performance of this product for the lifetime of ownership (not to exceed fifty years), subject to the conditions and exclusions listed below.

All product warranties are conditioned upon GT Impax Loose Shredded Rubber Surfacing being properly installed and maintained by the end-user in accordance with the installation and maintenance guidelines available from GameTime.

GameTime's entire liability and the purchaser's sole remedy, in the unlikely event that GT Impax Loose Shredded Rubber Surfacing does not conform to this guarantee, shall be limited to the replacement of defective material and shall not include the removal costs or installation costs or consequential damages or refund.

No other guarantee or warranty is expressed, written or implied except stated herein. Vandalism, physical loss or any abnormal use shall void this warranty, and GameTime shall have no responsibility with respect to damage resulting there from. Additionally, this warranty shall be void if foreign materials that affect impact attenuation are deposited onto or into these products. Under no conditions shall GameTime be liable for any damages whatsoever arising from the use of or inability to use the aforementioned products, even if GameTime has been advised of the possibility of such loss.

Warrantor: GameTime
P.O. Box 680121, Fort Payne, AL 35968
800-235-2440

Order number:

Name of project:

Customer:

Location:

Date of Installation:

Representative:

**FIFTEEN YEAR
LIMITED (PERFORMANCE) WARRANTY**

EXCLUSIONS

Incorrect installation, including insufficient drainage, failure to install all material delivered, failure to maintain the surface depth thereof, failure to use GT Impax wear mats in high use areas (swings, slides etc.), abnormal use, lack of or improper maintenance, acts of vandalism shall void this limited warranty and GT Impax shall have no responsibility with respect to damage resulting there from. In addition, changed impact attenuation characteristics created by sand or other materials tracked into the System are not covered by this Warranty as is acts of God, or any other cause beyond the control of GameTime will not be covered by this limited warranty.

**NO REPRESENTATIVE OF THE SELLER HAS AUTHORITY TO MAKE ANY
REPRESENTATIONS OR PROMISES EXCEPT AS STATED HEREIN.**

THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE THAT EXTEND BEYOND THE WARRANTIES CONTAINED IN THIS DOCUMENT. GAMETIME SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES TO THE STRUCTURE OR ITS CONTENTS ARISING UNDER ANY THEORY OF LAW WHATSOEVER.

Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitations of incidental or consequential damages, so the above limitation or exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights that vary from state to state.

Warrantor: GameTime
P.O. Box 680121, Fort Payne, AL 35968
800-235-2440

Order number:

Name of project:

Customer:

Location:

Date of installation:

Representative:



A PLAYCORE company

10 YEAR LIMITED WARRANTY

Playcore Inc. (the "Seller") warrants that the GT Impax Interlocking Tile safety surfacing system will be free from defects in material and workmanship. The Seller further warrants that the GT Impax Interlocking Tile safety surfacing system complies with the requirements of the ASTM F1292 Standard specification for impact attenuation of surface system under playground equipment.

The Warranty Covers

- Surface wear due to ordinary abrasion from pedestrian traffic will not penetrate the wear course of the surface.
- The locking system, installing the tile according to manufacture's specifications, will ensure that the surface will remain secure and functional.
- The product will comply with the requirements of ASTM F1292-04 at the height the manufacture rated the GT Impax Interlocking tile system at the time of purchase.

Duration of Warranty

- This is a 10 year limited warranty, prorated as outlined in the schedule shown below. This warranty maybe transferred with the property.

Terms of Warranty

- Any segment of a GT Impax Interlocking Tile surface that meets the criteria will be repaired or replaced, at the Seller's option and in conjunction with the warranty coverage schedule below.

Warranty Submittal Process

- A warranty claim should be made directly to the Seller. All claim submittals will require the following information. Please provide a description of the claim defect and the date the defect was discovered, a photographic image if image (if applicable) of the claim defect, the date of the original installation, the project name and your name, address and phone numbers. The Seller will provide notification of any additional information and physical evidence that may be required to process your claim.

Warranty Coverage Schedule

- The Seller shall be responsible for the 100% of the cost of the repair or replacement of any product found to be defective or not in compliance with the warranty herein within the first six (6) years following the original shipment of the product. Where any product is found to be defective or not in compliance with the warranty herein more that six (6) years following the original shipment of the product, the Seller shall only be responsible for a portion of the cost of the repair or replacement of such products as follows (and the buyer shall bear and pay the remaining portion of such cost):

Number of years from date of original shipment to date of claim	Percentage of purchase price of product for which Seller is responsible
0-6.....	100%
More than 6, less than 7.....	60%
More than 7, less than 8.....	40%
More than 8, less than 9.....	30%
More than 9, less than 10.....	20%

Warranty Exclusions

This warranty dose not cover:

- Product failure caused by accidents, misuse, natural disaster, vandalism, improper installation or maintenance and the like (see installation, care and maintenance instructions)
- Color change caused by exposure to UV and/or normal abrasion from pedestrian traffic
- Failure due to improper sub-surface preparation
- Resilient flooring may suffer visible damage as a result of extreme high forces (up to2000 pound per square inch).

Common contributors of this type of force include but are not limited to stiletto or high heels, as well as narrow tipped chair supports. GT Impax Interlocking Tile resilient surfacing is not designed to perform under such concentrated high pressure.

Playcore will not accept claims for damage caused by extreme high force.

Additional Consideration

The Seller’s liability is limited to the material and transportation cost of the repair or replacement of the product at the Seller’s option. The Seller shall be responsible for the installation cost and the cost of other work in connection with the repair and replacement only if such work was performed by Seller in the original installation. Where GT Impax Interlocking Tile are installed only in high traffic areas or installed in combination with other surfacing products not sold by the Seller, such GT Impax Interlocking Tiles are excluded from this warranty.

- In the event of repair, replacement, or refinishing under this warranty, the warranty applicable to the replacement material or to the repaired or refinished product will extend only for the time remaining under the original warranty.
- The Seller reserves the right to discontinue or change any design or color of any product at any time and without notice or liability. If, for any reason, products of the type originally purchased are no longer available at the time a warranty claim is made, Seller may substitute another product determined by Seller to be of comparable quality and price.
- THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- Your exclusive remedy for any breach of warranty is as set forth in the warranty. This warranty gives you specific legal rights. You may have other rights which vary from state to state.

GTIMPAX 
POURED
Recycled Poured Rubber Surfacing

**POURED IN PLACE (PIP)
WARRANTY**

Playground Equipment

GameTime warrants the GT Impax recycled poured rubber surface (referred to as PIP) installed and maintained in accordance to GameTime specifications, under this contract agreement for a period of five (5) years commencing from the date of substantial completion. This limited warranty shall provide for 100% of the cost for necessary repairs caused by the failure of the GT Impax PIP due to workmanship and materials only, and pertains only to the surfacing material agreed to under this contract.

Water Play Equipment

GameTime warrants the GT Impax recycled poured rubber surface (referred to as PIP) installed and maintained in accordance to GameTime specifications, under this contract agreement for a period of three (3) years commencing from the date of substantial completion. This limited warranty shall provide for 100% of the cost for necessary repairs caused by the failure of the GT Impax PIP due to workmanship and materials only, and pertains only to the surfacing material agreed to under this contract.

Water Play Equipment Only: If aliphatic binder is not used, poured rubber surfacing (PIP) will carry a maximum one-year (1) warranty.

This limited warranty includes GameTime's obligation to only repair and/or replace any defective materials or workmanship in the surface area or surface areas that have failed during the warranty period. A failed area or failed areas include edge raveling, bubbling, delamination, peeling, and loss of integrity as a result of the GT Impax recycled poured rubber degradation. GameTime is under no obligation or responsibility to repair and/or replace the GT Impax recycled poured rubber "PIP" surface if damaged during the curing process (Unless specified in contract), damage by vandalism (including stains, cuts, burns, gouges, etc.), product misuse, abuse or alteration, improper slab or base or sub-base design or construction, improper drainage, improper or lack of specified required maintenance, any foreign residue that may be deposited on the surface, normal wear and tear (including slight color variations, and color fading), damage from sharp objects (high heels, spikes, etc.), problems caused by moisture, alkali, hydrostatic pressure, cracking, shifting, or lifting of the substrate, or acts of God.

All warranty claims shall be made in writing to GameTime within thirty (30) days after the Owner has knowledge thereof, but in no event later than thirty (30) days after expiration of the warranty period. The written notification from the Owner shall include the following: the date of the first notice of the failure, details of the failure, photos of the failed area and a request for a warranty claim meeting with GameTime at the installation site (if applicable). GameTime shall not be responsible for warranty claims for any notices received from the Owner after thirty (30) days of Owner's first knowledge of the failure.



Warranty

GameTime shall determine the validity of all claims after sufficient evidence has been gathered. GameTime shall then replace, repair or make a refund for any claims validated by it. Any refund, credit or allowance provided to the Owner on a warranty claim is exercisable only if said allowance is used to accommodate replacement with a GT Impax recycled poured rubber surface.

Any dispute as to whether and to what extent there is a GT Impax recycled poured rubber surfacing failure and a subsequent valid warranty claim within the meaning of this warranty shall be initially dealt with by joint investigation and discussion between GameTime and owner in order to achieve a mutually agreeable solution. If such a solution cannot be reached within thirty (30) days, then either the Owner of GameTime shall submit the matter to an arbitrator who is a member of the American Arbitration Association and who shall make a determination in accordance with the rules and regulation of said American Arbitration Association. The decision of said arbitrator shall be binding on both parties.

This limited warranty is exclusive of the underlying material (e.g. existing surface, existing or new asphalt, concrete, base, sub-base or sub-grade). If the underlying material fails for any reason whatsoever (including hydrostatic pressure, cracking, shifting, heaving), then GameTime warranty shall be rendered invalid. If the underlying material is concrete, a "curing agent" is NOT allowed, as it will probably cause delamination of the GT Impax recycled poured rubber. Additionally, there is no warranty against surface cracking along expansion joints and underlying cracks, or separating from an adjacent border, curb or walkway. This limited warranty does not include discoloration as a result of ultraviolet rays, unapproved cleaning materials or vandalism. **WARNING:** Surface temperatures can prove dangerous under warm weather conditions. Shoes and/or socks must be worn during warm weather conditions.

Owner agrees that it will not, under any circumstances, make alterations to the GT Impax recycled poured rubber surface without the written authorization of GameTime. Any unauthorized alteration by the Owner shall result in the immediate termination of all warranties for the GT Impax recycled poured rubber surfacing and shall also give rise to the duty of the Owner to hold harmless, defend and indemnify GameTime from any claim, suit or cause of action, personal injury, death, or property damage arising out of or related to said alteration.

This limited warranty is expressly made in lieu of any other warranties and is exclusive to the original Owner. Owner acknowledges that the limited warranty will be voided if the Owner fails to follow the GameTime Maintenance Guidelines provided by GameTime. Owner agrees that in no event shall GameTime have any liability to Owner for loss of use or loss of profits or any form of consequential damages. **NOTE:** The following chemicals can cause potential damage to the GT Impax recycled poured rubber and should be avoided: disinfectants, concentrated bleach, gasoline, diesel, hydraulic and lubricating oils, weak acids and organic solvents.

If the contract price is not paid in a timely manner as per the terms and conditions of the agreed contract, the limited warranty is automatically voided. Any damages to the surface during the curing period will be repaired or paid for at the Owner's expense. This limited warranty does not lessen or eliminate any other contractual obligation of Owner to GameTime.

Warrantor: GameTime
P. O. Box 680121, Fort Payne, AL 35968
800-235-2440

Order number:

Name of project:

Customer:

Location:

Date of installation:

Representative:

Date

Turf Product Specification

PART 1 – GENERAL

Work Details:

Provide all labor, materials, equipment, and tools necessary for the complete installation of synthetic grass safety surface. The system shall consist of, but not necessarily be limited to, the following:

Synthetic Grass: consisting of fibers that are nominal 1 3/4 inch long. Turf fiber construction consisting of polyethylene monofilament and texturized polypropylene thatch tufted to a 2-layer stabilized woven polypropylene fabric (primary backing), with a secondary backing (stitch binder) of urethane or Duraflo. (GT Impax Turf™ synthetic turf or equivalent).

Pad Underlayment System A: consisting of porous closed cell composite materials. Thickness and density of panels shall be sufficient so that system meets the fall height requirements. GT Impax Turf™ Pad or equivalent.

Pad Underlayment System B: consisting of 50% recycled tire buffings / 50% recycled 1/4" – 1/2" (inch) chunk rubber mixed with a urethane binder (min. 10%).

Synthetic Grass Infill: consisting of anti-microbial acrylic coated round silica particles, designed to provide the look, feel, and performance of optimally maintained natural grass. GT Impax Turf™ Infill or equivalent.

Quality Assurance and Compliance Details:

Impact Attenuation – ASTM F1292-04: Impact attenuation test results will be provided to the owner or owner's representative. These test results shall be certified and submitted on the letterhead of an independent testing lab. Impact attenuation test results shall meet or exceed Consumer Product Safety Commission Guidelines for impact attenuation (G-max and Head Injury Criteria (HIC).

Accessibility of Surface Systems – ASTM F1951-08: All Playground surfacing products must pass testing to ensure wheelchair access under and around playground equipment as required by the American Disabilities Act.

Flammability of Finished Floor cover – ASTM D2859: Product shall meet requirements of ASTM D2859.

IPEMA Certification: Manufacturer must provide proof of certification. "In the interest of public playground safety, IPEMA provides an independent laboratory which validates a manufacturer's certification of conformance to ASTM F1292-04. A list of current validated products, their thickness and critical heights may be viewed at www.ipema.org."

PART 1 – GENERAL (Continued)

Submittal Details:

General: Submit listed submittals in accordance with Conditions of the Contract and Submittal Procedures Section.

Product Data: Submit manufacturer's product data and installation instructions.

Verification Samples: Submit manufacturer's standard verification samples of 6" x 9" (153 mm x 229 mm) minimum.

Quality Assurance/Control Submittals: Submit the following:
Certificate of qualifications of the playground surfacing installer.

Closeout Submittals: Submit the following:
Warranty documents specified herein.

PART 2 – MATERIAL DATA:

Synthetic Grass: 1 ¾ inch GT Impax Turf™ from Gametime or approved equal

Face Weight:

- GT Impax Turf™ 50 oz/sy
- GT Impax Turf™ Elite 80 oz/sy

Face Yarn Type: Polyethylene

Yarn Size: 4200/9000

Pile Height:

- GT Impax Turf™ 1 3/4 inches
- GT Impax Turf™ Elite 1 3/4 inches

Color: Blend

Construction: Broadloom tufted

Stitch Rate: 8 per 3 inches

Tufting Gauge: 1/4"

Primary Backing: Stabilized woven Polypropylene (double thickness)

Secondary Backing: 20 oz. Urethane or DuraFlo

Total Product Weight:

- GT Impax Turf™ 69.7 oz/sy
- GT Impax Turf™ 99.7oz/sy

Finished Roll Width 15 feet

PART 2 – MATERIAL DATA (Continued):

Pad Underlayment System A: GT Impax Turf™ Pad Standard recycled, non contaminated, Post industrial cross-link, closed cell Polyethylene – polyolefin foam pad from Gametime Pad Underlayment System:

Foam Type: Polyethylene – polyolefin
Bulk Density: 4.0-6.0 lb/cu ft
Effective Size: 24 sq ft (net coverage)
Tensile Strength: 80 - 120 psi

Pad Underlayment System B: 50% recycled tire buffings / 50% recycled ¼” – ½” (inch) chunk rubber mixed with a urethane binder (min. 10%).

Synthetic Grass Infill: GT Impax Turf™ infill from Gametime or approved equal Coating: Priority acrylic, iron oxide and chromium oxide

Grain shape: 7.0 Mohs
Curvature: .65
Specific Gravity: 2.65 g/cm³
Bulk Density: 92-95 lb/cu ft
Uniform coefficient: 1.00 to 1.40
Effective Size: .90 - .95 mm
Blend rate: 3 to 4 lb per square foot.

Splicing Material: 1000 denier coated nylon (Cordura®) 12” wide minimum.

Adhesive: Synthetic Turf Adhesive

PART 3 – SUB-BASE TYPES AND DETAILS

Sub-base Requirements - The base shall have the specific minimum slope (2%) and shall vary no more than 1/8” when measured in any direction with a 10’ straight edge.

Stone – The density requirement is 90% to 95% compaction with final condition of stone as level and stable so as not to shift when traveled on or during surface installation process. A compaction test is required and must be submitted to GameTime prior to installation of turf surfacing. Failure to provide proof of compaction test will void 5-year warranty of turf surfacing should signs of sub-base failure occurs.

PART 3 – SUB-BASE TYPES AND DETAILS (Continued)

Depth: 4 inch minimum thickness.
Slope: Stone elevation shall maintain ¼” per foot toward low end.
Porosity: Base course shall maintain porosity for direct drainage.
Enclosure: Stone base course must be surrounded by a retaining curb.
Drainage: Subsurface drainage is recommended under and around a stone base. Perforated pipe or similar system is acceptable.
Tolerances: ¼” in any 10-foot direction and 1/8” in any 3-foot direction.
Stone Selection: It is critical that different size stones are used so that the base shall be uniformly mixed. The material shall be wetted during mixing operations if necessary for proper blending.

<u>Stone Graduation</u>	<u>U.S. Sieve</u>	<u>Percent Passing</u>
	1"	100
	3/4"	90 - 100
	No. 4	35 - 60
	No. 30	10 - 30
	No. 200	2 - 9

Concrete or Asphalt – Concrete should be finished with a medium broom finish. All new concrete slabs must cure for a minimum of seven (7) days prior to installation. Asphalt cure time requires fourteen (14) days. Once the new asphalt has cured, it must be pressured washed prior to the surfacing being installed. The concrete contractor shall be responsible for flooding the pad to insure proper slope and tolerance. Any areas holding enough water to cover a flat nickel shall be patched prior to arrival of turf installation crews.

Depth: 4 inch minimum thickness.
Slope: Concrete or asphalt shall maintain ¼” per foot.
Tolerance: Concrete must maintain a tolerance of 1/8” in 10 ft. to avoid low areas that will hold water under the turf.

PART 4 – SITE PREPARATION AND REQUIREMENTS

Drainage – Having proper drainage at the low end of the concrete slab is of utmost importance. Any brick walls or curbs at the low end of the slab shall have drainage access through weep holes. Concrete curbing weep holes should be level with finish grade of sub-base or a minimum of 1/8" below top of concrete slab, as GT IMPAX turf surfacing is porous and water drains immediately through it. Weep holes shall be 2" high and 3" wide and shall be installed every three (3) feet. If weep holes are smaller than the recommended size, they shall be installed every 18". Floor drains shall be located outside the high impact areas, as the drains may not be covered with GT IMPAX turf surfacing. Recommended locations for drains are under play unit or against low-end wall or curb.

Security & Waste Disposal – Surface installation crew shall be responsible for the protection of surface during the installation process while on site only. Owner or general contractor shall be responsible for the protection of the surface during the curing period upon completion of the installation and overnight during the installation. Owner or general contractor shall be responsible for having a dumpster on site for all waste and debris. Failure to provide security and a dumpster will result in additional cost.

Utilities & Access – Power and water must be available within 300 feet of installation. Site will require tractor-trailer access. In a case where tractor-trailer access is not possible, owner or general contractor shall be responsible for transporting materials from delivering carrier to the installation site.

PART 5 – INSTALLATION

General: The area to be smooth and graded to allow proper drainage. Refer to grading plan. The overall grade of the playground is not to exceed 3%.

Compacted Aggregate Base: Place 4 inches of aggregate base as leveling layer compacted to 90% of max density per AASHTO T99. Compaction shall be done with mechanical compactors, including vibratory compactors, and/or powered tampers, and rollers. Aggregate size should be 3/4" minus (compactable).

Synthetic Grass: Place turf and cut to fit configuration as shown on Drawings. Splice seams. All seams must be attached with splicing film/fabric and adhesive as approved by the manufacturer for this type of installation of their product.

Infill: Apply layers of synthetic grass infill evenly with a spreader and broom the turf fibers with stiff bristle broom to stand fibers up and allow infill to settle into the bottom. Broom in GT Impax Turf™ infill approximately 3 to 4 pounds per square foot.

**(infill is only required on the 60 oz. Dura Series. 80 oz Ultra Series does require limited to no infill. Manufacturer always recommends at least a pound of infill per sq foot)*

Anchoring/Edging: Edges of turf will be secured to ground with mechanical fasteners, stakes or edging.

PART 6 – WARRANTY

Gametime offers a 5 year limited product warranty on GT Impax Turf from the date of purchase. The product shall be free from defects in material and workmanship resulting in color loss.

Supplier's warranty excludes: any Product defect, damage or failure that is the direct result of Product abuse, misuse or negligent maintenance; and Product damage caused directly or indirectly by acts of third parties, including, without limitation, negligence of owner/operator, vandalism, machinery, animals, flood, chemical reaction, improper sub-surface preparation and/or installation, improper cleaning methods, and acts of God.

Ask your GameTime representative for a copy of our full GT Impax turf warranty details.

PART 7 – MAINTENANCE

Ask your GameTime representative for a copy of our full GT Impax turf maintenance details.



Warranty

GameTime provides a ten-year limited warranty on all fabric canopies against tears, runs, cracking and mildew.

GameTime provides a ten-year limited warranty on all fabric colors against fading except for red, which carries a three-year warranty.

GameTime provides a 90 MPH (miles per hour) limited warranty on the fabric canopy against wind. The fabric canopy is to be removed if winds are expected to exceed 90 miles per hour.

GameTime provides a 10 to 20 pound per square foot limited warranty on the fabric canopy against snow and ice. The fabric is to be removed during Winter months when snow and ice is expected.

GameTime provides a ten-year limited warranty on all metal upright posts and support structure framing against failure due to structural integrity.

GameTime provides a one-year limited warranty against rusting and workmanship of painted surfaces.

GameTime provides a 90, 110 or 140 MPH (miles per hour) limited warranty on all metal upright posts and support structure framing. These calculations are with fabric canopy installed. Removing the fabric canopy will assist the metal structure to withstand higher winds by 10 to 20 MPH (miles per hour).

Above warranties are valid from the date of shipment.

All GameTime warranties will be void if damage to or failure to the shade fabric is caused by contact with chemicals, misuse, vandalism, any act of God, including but not limited to, ice, snow or wind in excess of the applicable building code parameters.

All GameTime warranties are invalid if the fabric is installed on structures other than GTShade, if changes or field modifications are made without written authorization from GameTime or if the product isn't installed, or maintained in strict compliance with the manufacturer's specifications.

GameTime warranties do not cover the cost of removals, replacements or repairs.

All warranty claims must be filed in writing within the warranty period.

To the extent permitted by law, these warranties are expressly in lieu of any other implied or expressed warranties or representation by any person, including any implied warranty of merchantability or fitness. These warranties provide valuable rights to you. No Sales Representative can modify or amend the terms of this warranty.

To make a warranty claim, send your written statement of claim, along with the original purchase invoice or invoice number to:

GameTime
Customer Service
P. O. Box 680121
Fort Payne, AL 35968

Or Contact Your Local Representative at:
USA 1-800-235-2440
International 01-256-845-5610

Within 60 days of notice of claim under warranty, GameTime will make arrangements to replace the damaged product. GameTime will cover freight costs within the Continental United States. GameTime is not responsible for freight cost associated with products located outside the Continental United States. GameTime reserves the right to inspect all products identified as damaged.

Since warranty limitations and exclusions may vary from state to state, you should check any specific rights in your state.

GameTime
P. O. Box 680121
Fort Payne, AL 35968
Fax: 256-997-9653
Email: service@gametime.com
See GameTime on the web at www.gametime.com



BigToys

A P|A|CORE Company

earlyworks
environments

LIMITED WARRANTY ON BIGTOYS

BigToys provides a lifetime limited warranty on BigToys: a fifty-year limited warranty on recycled plastic lumber including solid recycled plastic decking, enclosure and roof components; a fifteen-year limited warranty on pipes, rails, loops, and rungs; a lifetime limited warranty on metal upright posts; and a one-year limited warranty on powder coated parts. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for its intended use. Lifetime warranty covers the life of the product as defined below and cover the product under normal use, proper maintenance and at original installation location; see exclusions.

LIFETIME LIMITED WARRANTY ON HARDWARE

BigToys provides a lifetime warranty against structural failure due to breaking or shearing which causes the product to become structurally unfit for its intended use; a lifetime warranty on stainless steel hardware against rust; and a one-year limited warranty on hardware against rust; see exclusions. All testing of BigToys hardware is performed under the guidelines of ASTM B117. The lifetime warranty refers to life of the product as defined below and covers the product under normal use and proper maintenance. The cost of the replacement due to scratching or cutting of certain hardware plating is not included in this warranty.

LIMITED WARRANTY ON INTEGRATED SHADE PRODUCTS

BigToys provides a ten-year limited warranty on fabric canopies against tears, runs, cracking, mildew and color fading except for red, which has a three-year color warranty. Canopies have a limited warranty against structural failure due to wind of up to 90 miles per hour (mph) and structural failure due to snow and ice loading exceeding five pounds per square foot. Fabric canopies are to be removed if winds are expected to exceed 90 mph or when snow or ice is expected. Fabric warranty does not cover damage resulting from chemical contact. All metal upright posts and support structure framing have a ten-year limited warranty against becoming structurally unfit for the intended and a one-year limited warranty against rusting and **workmanship of painted surfaces. Warranty is limited to winds of up to 90 mph when fabric canopies are installed (wind resistance improves 10 to 20 mph without canopies).**

FIFTEEN-YEAR LIMITED WARRANTY ON ROTOMOLDED PRODUCTS

BigToys provides a fifteen-year limited warranty on rotomolded products and ten-year limited warranty on polyethylene handholds for structural integrity against damage due to breaking or splitting under normal use that causes the product to become structurally unfit for its intended use; see exclusions. In the event of a claim under this warranty, BigToys will replace the rotomolded product at no cost to the customer.

LIMITED WARRANTY ON CONDITIONED WOOD

BigToys provides a fifteen-year limited warranty on conditioned wood components including decks, enclosures and roofs and on conditioned wood uprights utilizing metal footings; and an eight year limited warranty on conditioned uprights without metal footings against structural failure due to deterioration from fungi or insects that render the product to become unfit for its intended use; see exclusions.

LIMITED WARRANTY ON NET CLIMBERS AND COMPONENTS

BigToys provides a five-year limited warranty on nylon-covered cable net climbers and components against structural failure caused by cable breakage; a five-year limited warranty on nylon-covered cable wear and deterioration resulting from defects in material and workmanship; and a one-year limited warranty on nylon rope products. These warranties cover damage due to failure that cause the product to become structurally unfit for the intended use; see exclusions.

LIMITED WARRANTY ON SITE FURNISHINGS

BigToys provides a ten-year limited warranty on site furnishings against structural failure and a one-year limited warranty on powder coating. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for the intended use; see exclusions.

LIMITED WARRANTY ON FIBERGLASS SIGNAGE AND HDPE PANELS

BigToys provides a ten-year limited warranty on fiberglass sign panels against delaminating or fading and a five-year warranty on high density polyethylene (HDPE) panels against degradation and discoloration.

FIVE-YEAR LIMITED WARRANTY ON BELT AND INFANT SWING SEATS

BigToys provides a five-year limited warranty on belt and infant swing seats against structural failure that causes the seats to become unfit for its intended use; see exclusions.

FIVE-YEAR LIMITED WARRANTY ON FREENOTES INSTRUMENTS AND POSTS

Freenotes Harmony Parks instruments and posts carry a five-year limited warranty against failures in manufacturing or materials.

TWO-YEAR LIMITED WARRANTY ON MOVEABLE PARTS

BigToys provides a two-year limited warranty on moveable plastic and metal with respect to failure due to material or production defects.

ONE-YEAR LIMITED WARRANTY ON ALL OTHER BIGTOYS PRODUCTS

Products included in the BigToys catalog that are manufactured by other PlayCore companies, including but not limited to UltraSite, UltraPlay, UltraShade and UltraShelter, will maintain the warranty of each respective brand.

For the purpose of this warranty, lifetime encompasses no specific term of years, but rather that Seller warrants to its original customer for as long as the original customer owns the Product and uses the Product for its intended purpose that the Product and all parts will be free from defect in material and manufacturing workmanship.

The warranty is not effective if products have not been installed properly according to the instructions provided by BigToys, or maintained correctly according to the BigToys Maintenance Manual.

BigToys excludes from these warranties the cost to remove parts and reinstall replacements; replacement due to cosmetic defects or coating deterioration caused by climatic conditions; and wood replacement resulting from twisting, warping, checking, shrinking, swelling or other natural physical properties of wood.

The warranty does not cover normal wear and tear, surface corrosion on metal parts, discolored surfaces and other cosmetic issues or failures due to misuse or vandalism.



MULTISPORT SCOREBOARD & CONTROLLER WARRANTY AND LIMITATION OF LIABILITY

This Warranty and Limitation of Liability (the "Warranty") sets forth the warranty provided by Colorado Time Systems (Seller) with respect to Multisport Equipment. By accepting delivery of the Equipment, Purchaser agrees to be bound by and accept these terms and conditions. All defined terms within the Warranty shall have the same meaning and definition as provided in the Agreement.

1. Scoreboard Warranty Coverage

- a. Seller warrants that models: BB-xxxx, BK-xxxx, CM-xxxx, FB-xxxx, CLK-xxxx, CR-xxxx, HK-xxxx, LX-xxxx, and SC-xxxx series of scoreboards will be free from defects in materials and workmanship for a period of five (5) years (the "Warranty Period"). The warranty period shall commence as soon as the Purchaser, customer or any other party occupies or operates the scoreboard, or 3 months after shipment.
- b. Seller's sole responsibility for any breach of the foregoing warranty shall be to repair or replace equipment or parts not forming to the aforesaid warranty at Seller's option either on-site or upon return thereof to Seller. Return transportation charges shall be pre-paid by Purchaser. Returned products must be properly packaged. Upon repair, Seller will pay return shipping costs for ground transportation only. Overnight, express, or other special shipping costs will be paid by Purchaser.
- c. Defects shall be defined as follows. With regard to the Scoreboards (excepting LEDs), a "Defect" shall refer to a material variance from the design specifications that prohibit the Scoreboard from operating for its intended use. With respect to LEDs, "Defects" are defined as LED pixels that cease to emit light. The limited warranty provided does not impose any duty or liability upon Seller for partial LED pixel degradation. Nor does the limited warranty provide for the replacement or installation of communication methods including but not limited to: wire, fiber optic cable, conduit, or trenching for the purpose of overcoming local site interference radio equipment substitutions.

2. Controller Warranty Coverage

- a. Seller warrants that wireless controller models: WHC-1 and WTTC-1 will be free from defects in materials and workmanship for two (2) years (the "Warranty Period"). The warranty period shall commence as soon as the Purchaser, customer or any other party occupies or operates the controller, or 3 months after shipment.
- b. Seller's sole responsibility for any breach of the foregoing warranty shall be to repair or replace equipment or parts not forming to the aforesaid warranty at Seller's option either on-site or upon return thereof to Seller. Return transportation charges shall be pre-paid by Purchaser. Returned products must be properly packaged. Upon repair, Seller will pay return shipping costs for ground transportation only. Overnight, express, or other special shipping costs will be paid by Purchaser.

3. Conditions and Limitations

- a. This warranty covers equipment provided under agreement by Seller only. Seller reserves the right to use new or equivalent to new parts in the service of its products. This warranty does not apply to independent third party installation or service labor. It does not provide routine or emergency maintenance services. It does not apply to normal LED degradation, or replacement of batteries.
- b. Said warranty shall not apply to resulting damage in any of the following cases:
 - i. Neglect, abuse or damage caused by user including failure to operate and maintain according to end-user documentation furnished with the product.
 - ii. Improper storage, installation, maintenance or servicing of the equipment by anyone other than Seller or an Authorized Seller's representative.
 - iii. Improper environmental control (storage and/or use) of electronic equipment.
 - iv. Power surges, water damage, lightning or other "acts of nature."
 - v. Vandalism or acts of terrorism or war.
 - vi. Excessive application of electrical power or improper power connection.
 - vii. Removal of warning labels and protection devices.
 - viii. Installing non-factory replacement parts.
 - ix. Use of high-pressure washers or exposure to concentrated detergents or other chemical agents or solvents.
- c. Disclaimer
 - i. Said warranty is in lieu of all other warranties of Seller, express or implied, and except to the extent herein provided, Seller does not make any warranty whatsoever to Purchase including, without limitation, any warranty of merchantability or fitness for any particular use or purpose. Seller's entire liability and Purchaser's exclusive remedy for damages from any cause whatsoever, and regardless of the form of action, whether in contract or in tort including negligence, shall be limited to actual damages up to the purchase price of the Equipment. The foregoing limitation of liability will not apply to claims by Purchaser for bodily injury or damage to real property or tangible personal property for which Seller is legally liable. In no event shall Seller be liable for any special, punitive, or consequential damages or lost profits even if Seller has been advised of the possibility of such damages. Seller will not be liable for any claim by Purchaser based on any third party claim.

Equipment Warranty

Colorado Time Systems warrants the following products against any defects in materials and workmanship affecting electronic and mechanical performance for two years from the date of purchase: Timing Consoles, Start Systems, Touchpads, Relay Judging Platform, Shot Clocks, Pace Clocks, LED and Light Reflective Scoreboards, and Matrix Displays. Colorado Time Systems warrants Titanium Deckplates against any defects in materials and workmanship for five years from the date of purchase.

All other components associated with the above equipment including cable harness, deckplates (excluding Titanium Deckplates), wallplates, push buttons, test meters, microphones, speakers, data cable, etc. will have a one-year limited warranty. Dolphin Wireless Stopwatch Systems are also warranted for one year; not including the batteries. Any computer equipment associated with the above products has a six-month limited warranty.

Colorado Time Systems' products, when properly installed, are warranted not to fail due to defects in materials and workmanship. This warranty is limited to the original purchaser of the product and is not transferable.

Colorado Time Systems will, at its option, repair or replace the defective product at no additional charge except as set forth below. Repaired components, parts, and replacement products will be furnished on an exchange basis and will be either reconditioned or new. All replaced parts and products become the property of Colorado Time Systems. This limited warranty does not include service to repair damage to the product due to the modification of the product, misuse, abuse, neglect, negligence, vandalism, accident, or abnormal conditions including: war, flood, accident, lightning or other acts of God or damage caused by occurrences over which Colorado Time Systems has no control.

Limited Warranty service may be obtained by delivering the product or component part to Colorado Time Systems. You agree to insure the product or assume the risk of loss or damage in transit, to prepay shipping charges to the service location, and to use the original shipping container or equivalent. Repaired products will be returned to you by surface delivery at Colorado Time Systems' expense or by air freight at the buyer's expense. On-site service calls are available for a fee.

All expressed and implied warranties for these products including the warranties of merchantability and fitness for a particular purpose are limited in duration to a period of two years (or one year, as applicable), from the date of purchase and no warranties, whether expressed or implied, will apply after this period. Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

If the product is not in good working order as warranted above, your sole remedy shall be repair or replacement as provided above. In no such event will Colorado Time Systems be liable to you for any damages, including lost profits, lost savings, or other incidental or consequential damages arising out of the inability to use the product, even if Colorado Time Systems has been advised of the possibility of such damages or for any claim by any other party.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty give you specific legal rights, and you may also have other rights which may vary from state to state.

Rev 02/16





WARRANTY

Dero will warrant its products against defects in workmanship and materials for a period of (12) months from the date of delivery for all products consisting of TGIC powder coat, Thermoplastic powder coat, stainless steel finishes, and for a period of two years on products consisting of galvanized or Thermoplastic/PVC rubber dip over galvanized finishes. Under this warranty, Dero's liability is limited to repair or replacement, at Dero's option, of products found in Dero's reasonable judgment to have been defective in workmanship or materials.

This warranty does not cover failure due to negligence, abuse, vandalism, accidents, lack of maintenance, or improper installation; nor does it cover defects or failure due to products tampered with, altered, modified or repaired by anyone not approved by Dero.

The air pump for the Dero Air Kit 1 is warranted for above freezing temperatures. The air pump is not warranted in below freezing temperatures and it is strongly recommended that air pumps are removed and stored indoors during periods of below freezing temperatures. There is a six month warranty period for the pump, parts and gaskets. Acts of God, improper use or vandalism are not covered by this warranty

The Dero Air Kit 2 and Air Kit 3 are warranted for temperatures ranging from -30 – 110 degrees. There is a one year warranty period for the pump, parts and gaskets, and a six-month warranty on the hose and pumphead. Acts of God, improper use or vandalism are not covered by this warranty

Dero will assume transportation charges for return of the defective product if returned by the buyer in accordance with written instructions from Dero. Dero will not be responsible for providing the cost of labor for removal or installation of the defective product or any replacement. In no event shall Dero be liable for special, inherent or consequential damages, including, without limitation, loss of use or profits.

Proof of sale from Dero or from an approved dealer is required. The foregoing warranty is exclusive and is given and accepted in lieu of any and all other warranties, expressed or implied, including, without limitation, the implied warranties of merchantability and fitness. The remedies of buyer for any breach of warranty shall be limited to those provided herein. No agreement varying or extending the foregoing warranty will be binding upon Dero unless it is in writing and signed by a duly authorized officer of Dero.

Any questions regarding this warranty should be directed to:

Dero
504 Malcolm Ave SE
Suite 100
Minneapolis, MN 55414
Toll free 888-337-6729
www.dero.com

LIMITED WARRANTY

Everlast Climbing Industries, Inc. ("ECI") warrants to the original purchaser that products from ECI will be free from defects in materials and workmanship for a period of one full year from the date of purchase, normal wear and tear excepted. Should the products purchased directly from ECI, or authorized partners, fail to conform to this warranty during this one year warranty period, ECI will, at its option, repair or replace the faulty unit(s) at no additional charge. This limited warranty does not include service to repair damage to the products purchased from ECI, or authorized partners, resulting from a cause other than defect or malfunction, including neglect, accident, unreasonable use or servicing or modification by anyone other than ECI.

EXCEPT AS SET FORTH ABOVE, ALL PRODUCTS PURCHASED FROM ECI ARE SOLD "AS IS." ECI MAKES NO WARRANTIES EXPRESS OR IMPLIED HEREUNDER AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

Warranty service may be obtained by contacting ECI in writing at the address shown below within one year of original purchase and providing proof of purchase date. You, the original purchaser, agree to pay the cost for ECI to ascertain that damages have occurred. For further information, contact:

**Everlast Climbing Industries, Inc.,
1335 Mendota Heights Road, Mendota Heights, MN 55120
Phone: (651) 665-9131 Toll Free: (800) 476-7366**

All warranties on the products purchased from ECI are limited to one year from the date of purchase.

Failure to install and maintain products according to ECI's Installation and/or Maintenance Instructions will void this warranty. Any modifications or changes to the product's panels, wall products or hand holds, without ECI's express written approval, will void this warranty.

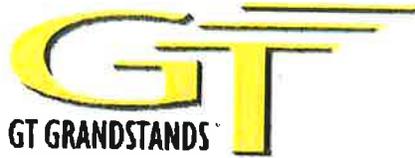
If the product does not conform with the warranties given as stated above, your remedy is to have the unit repaired or replaced as provided above. In no event will ECI be liable for any loss or damage, including damages of any kind arising out of the use of or inability to use this product, for incidental or consequential damages, or for any claim by anyone other than you, the original purchaser.

Some states do not allow limitations on warranties and do not allow the exclusion or limitation of incidental or consequential damages, so any such limitation or exclusion may not apply to you. This warranty gives you specific legal rights which may vary from state to state.

Purchasing Entity: _____

Purchase Date: _____

* Keep this document for your records and proof of warranty.



A PLAIN CORE Company

NR - SERIES – ALUMINUM ANGLE FRAME

MANUFACTURER: GT Grandstands, Inc., 2810 Sydney Road, Plant City, FL 33566, Ph (866) 550-5511, Fax (813) 305-1419

DESIGN: The bleachers shall be designed to support, in addition to their own weight, a uniformly distributed live load of not less than 100 psf of gross horizontal projection of the bleachers. All seat and foot plank members shall be designed to accommodate 200 plf across a 6' span with a maximum deflection of 9/16". The bleachers shall be designed to resist, with or without a live load, a horizontal wind load of 30 psf of gross vertical projection. In addition to the live load, the bleachers shall be designed to resist the following sway forces: (1) 24 plf of seat plank in a direction parallel to the length of the seat, and (2) 10 plf of seat plank in a direction perpendicular to the length of the seat. Under these loads, stresses in aluminum members and connections shall not exceed those specified for Building Type Structures by the Aluminum Association.

CONSTRUCTION: The understructure, including crossbracing, shall be of a welded, aluminum angle (6061-T6 alloy, mill finish) construction. The understructure of each unit shall consist of frames spaced at 6' centers joined by crossbracing at adequate points to comply with the design loads.

FRAME MEMBER SIZES:

Seat Posts:	3" x 2" x 3/16" min. (Row 2) 1 3/4" x 1 3/4" x 3/16" min. (All other rows)
Foot Brackets:	2" x 2" x 3/16" min.
Crossbracing:	1 1/2" x 1 1/2" x 3/16" min.
Bottom Runners:	2" x 2" x 3/16" min.

DIMENSIONS: The rise per row shall be 7", seat height 16" above respective tread, and tread depth per row of 24". Overall depth of unit is 2' 9-5/8". Clear width of unit is 15'. Top row seat height is 1'-11".

SEAT PLANKS: Seat planks shall be 2"x10" nominal, extruded 6063-T6 aluminum alloy with a clear anodized finish and end cap. (Finished size shall be 1 3/4" x 9 5/8", .075" wall with two internal legs.).

TREAD PLANKS: Tread planks shall be of one 2"x10" nominal, extruded 6063-T6 aluminum alloy with a mill finish and end cap. (Finished size shall be 1 3/4" x 9 5/8", .075" wall with two internal legs.).

ALUMINUM PLANK HARDWARE: Tie-down assemblies consisting of a four-way adjustable aluminum clip, with galvanized bolt with nut and washer shall be provided for each connection point at each support.

WARRANTY: GT Grandstands warrants to the Buyer that its bleachers shall be free from defects in material and workmanship under normal use for a period of five (5) years provided they are installed per GT Grandstands installation instructions and that component parts supplied by GT Grandstands are used. GT Grandstands' obligation under this warranty shall be limited to repair and exchange of any such item, which may prove defective under normal use (vandalism and premeditated damage excluded) during such period. GT Grandstands will release the warranty documents to the buyer only after the Buyer has paid GT Grandstands in full the final contracted amount.



Freenotes Harmony Park Warranty

Our Outdoor Musical Instruments are designed for durability and playability. We are confident that they will withstand all types of normal weather conditions and normal frequent play. They will never need re-tuning and can be enjoyed by all, any age or ability.

All Freenotes Harmony Park ("FHP") instruments will be built to our documented procedures and with the highest quality. Our warranty provides that our products will be free of defects in manufacturing and material.

Warranty begins on date of shipment. If any failures in manufacturing or materials occur within the applicable warranty period, FHP will provide replacement parts or products as determined by FHP within 30 days after written notification.

All FHP products carry a 5-year limited warranty on all standard/stock instruments and posts. All custom instruments and posts carry a 90 day warranty.

This warranty is valid for purchases on or after January 1, 2016.

This warranty is valid only if the mounting/assembly and ground/foundation works are carried out as described in the installation instructions of your FHP products and maintained according to the maintenance instructions provided by FHP. For all warranty issues it is the responsibility of the customer to cover all shipping costs, when necessary, for warranty items. FHP will not be responsible for providing labor or labor costs for the replacement of products or parts.

All replacement parts or products will be covered for the duration of the original warranty.

All products must be inspected immediately upon arrival. It is your responsibility to note any shipping damage on all copies of shipping paperwork. You must report any damage within 48 hours to Freenotes Harmony Park or to your FHP distributor. Damage not reported within this time frame cannot be covered under warranty.

FHP cannot warrant against:

Theft, vandalism, misuse, negligence or accident.
Scratches on paint, aluminum, or any finishes.
Cosmetic issues or wear and tear from normal use.



**5-YEAR
WARRANTY**

Aluminum plants covered against blistering, cracking, peeling or flaking due to weather, temperature changes, continued exposure to rain, snow or U.V. rays from the sun.

1 Year Warranty - failure of structural strength of any framework component.

For full warranty information visit: bleachers.net



NRS
National Recreation Systems

A PLAYCORE company

5120 Investment Drive, Fort Wayne, IN 46808

Toll Free (888)-568-9064

Fax (260)-482-7449

E-mail: sales@bleachers.net

Online: www.bleachers.net

Limited Warranty Information:

The product I purchased is not what I expected. Can I return the product?

You may return items within 30 days of receipt for a refund. All products are warranted free of manufacturer defects for 90 days from invoice date. No other warranty, written, or implied, exists unless noted on the website or in the catalog.

To return a product, please call our customer service department 800.321.6975 to receive a return merchandise authorization number. You must have pre-authorization prior to returning a product.

Due to manufacturing changes and raw material costs, some product characteristics may vary slightly and prices may be affected.

Warranties

Power Systems (PS), LLC issues limited warranties on some of our products. We do list 3 and 5 years on some products - this does not cover normal wear and tear. This limited warranty states that the goods shall be free from defects in material and workmanship.

This warranty shall not apply in the event of defects caused by: (I.) Physical abuse of the goods or any component or acts of vandalism by any persons. (II.) Alterations, modifications made to our products will void the warranty. (III.) This warranty does not extend to normal wear and tear of a product.

SPECTRUM AQUATICS® WARRANTY

- TWO-YEAR LIMITED WARRANTY ON AQUATIC LIFTS
- THREE-YEAR LIMITED WARRANTY ON STAINLESS STEEL DECK EQUIPMENT & AQUATIC LIFT FRAME*

What is covered by this warranty? Spectrum Aquatics® warrants all products it manufactures to be free from defects in materials and factory workmanship to the original buyer. This warranty is contingent upon the proper installation, use, care and operation of the equipment for its intended purpose, and does not cover equipment that has been modified or has been subjected to abusive physical or environmental stresses. Spectrum Aquatics® agrees to repair or replace, at its sole discretion, any product that fails to perform as specified within the specified warranty period, unless otherwise noted. Warranty on pool lifts and lift components will be valid from the date of installation, which is verified by sending in the warranty card. In cases where the warranty card is not returned to Spectrum Aquatics, the beginning date for the warranty period will be the date that the pool lift was shipped from Spectrum

This warranty relates only to defects in materials and workmanship and does not include damage or failure resulting from other causes, including, but not limited to, acts of God, misuse or abuse, accident or negligence, fire, improper installation or ice damage. This warranty does not apply to fading of materials or to any corrosion of any metallic parts. Damage induced by the improper use of chemicals is not covered by this warranty. In the event that products are altered or repaired by anyone without the prior written approval of Spectrum Aquatics®, all warranties are voided.

What will Spectrum do related to the product covered by this warranty? Spectrum shall provide, F.O.B. the factory, new or reconditioned replacement product or parts (Spectrum's option). This warranty does not cover labor to remove or install equipment and parts.

What is not covered by this warranty? Damage or loss in transit as indicated by bill of lading, normal wear and tear, chemical damage, discoloration, misuse and damage or loss caused by neglect, abuse, vandalism, modification, improper installation, lack of proper maintenance (such as keeping products clean, lubricating battery contacts on lifts, etc.) or physical damage are not included in this warranty. See owner's manual for recommendations related to the use and care of the product.

Powder Coated Products: This warranty does not cover chipping, flaking, scratches or any other surface defect due to abuse, mishandling of product, or lack of maintenance and care. Due to the corrosive environments, this warranty does not cover surfaces damaged during handling or installation. Although powder coating on product is designed for long-term use, keeping products outside in the elements, inside a highly humid environment, excessive washing (including power washing) or improper maintenance may result in premature corrosion.

Parts: Components of products provided by other manufacturers are subject to the original equipment manufacturers (OEM) warranty. Examples include but not limited to batteries, actuators, control systems, valves, pumps, etc.

IMPORTANT: TO ENSURE SAFE OPERATION, USERS MUST COMPLY WITH THE PUBLISHED WEIGHT LIMITS ON SEVERAL PRODUCTS SUCH AS SLIDES, LIFTS, CHAIRS, STARTING PLATFORMS, STANDS AND LADDERS. REFER TO PRODUCT LITERATURE AND MANUALS FOR THESE LIMITATIONS.

To make a warranty claim, contact:

Spectrum Aquatics®
7100 Spectrum Lane
Missoula, MT 59808
info@spectrumproducts.com

Your Rights Under State Law: This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state. Spectrum Aquatics® disclaims all liability for damage during transportation, for incidental, special or consequential damage of whatever nature, for damage due to handling, installation, or improper operation, or for damage caused by circumstances beyond Spectrum Products™ control; in no event shall recovery of any kind against Spectrum Products™ be greater in amount than the purchase price of the equipment sold by Spectrum Aquatics® that caused alleged damage. Spectrum Aquatics® makes no warranties either expressed or implied, including any warranty of merchantability or fitness for particular purpose, other than these stated. Some states do not allow the exclusion or limitation of incidental or consequential damages, or limitations on how long on implied warranty lasts, so the above exclusions may not apply to you. No representative has authority to change or modify this warranty in any respect.

800.791.8056

UPLAY TODAY™

ultraPLAY
PLAYSYSTEMS

UPlay Today™ Warranty

UltraPlay Systems, Inc. warrants its products to be free from defects in materials and/or workmanship, subject to normal usage and installation, for a period of 1-year from the date of shipment to the original purchaser. In the event of a claim under this warranty, UltraPlay Systems will replace the component at no cost within the first 12 months from date of shipment to the original customer. Equipment not specifically addressed in the following paragraphs is also subject to this limited 1 year warranty against defects in materials and/or workmanship.

TEN-YEAR LIMITED WARRANTY ON UPRIGHT POSTS

UltraPlay Systems provides a limited warranty on metal upright posts to be free from defects in materials or workmanship against structural failure which causes the product to become unfit for its intended use, subject to normal usage and installation, for a period of 10 years from the date of shipment to the original customer.

FIVE-YEAR LIMITED WARRANTY ON METAL PARTS

UltraPlay Systems provides a limited warranty on metal decks, steps, stairs, rails, pipes, support posts, rungs, loops, swing frame yokes and clamps to be free from defects in materials or workmanship against structural failure which causes the product to become unfit for its intended use, subject to normal usage and installation, for a period of 5 years from the date of shipment to the original customer.

FIVE-YEAR LIMITED WARRANTY ON GROUND-MOUNT METAL PARTS

UltraPlay Systems provides a limited warranty on metal footers, inground footers, surface mount plates, ground spikes, slide and climber mounting posts and plates to be free from defects in materials or workmanship against structural failure which causes the product to become unfit for its intended use, subject to normal usage and installation, for a period of 5 years from the date of shipment to the original customer.

THREE-YEAR LIMITED WARRANTY ON PLASTIC PARTS

UltraPlay Systems provides a limited warranty on the following plastic parts: slides, climbers, roofs, tunnels, bridges, panels and border timbers. These components are warranted to be free from defects in materials or workmanship, subject to normal usage and installation, for a period of 3 years from the date of shipment to the original customer.

ONE-YEAR LIMITED WARRANTY ON HARDWARE

UltraPlay Systems provides a limited warranty on hardware to be free from defects in materials or workmanship against structural failure due to breaking or shearing, subject to normal use and installation, for a period of 1 year from the date of shipment to the original customer.

ONE-YEAR LIMITED WARRANTY ON HDPE CLIMBERS AND HDPE SPRING RIDERS

UltraPlay Systems provides a limited warranty on high density polyethylene (HDPE) climbers and spring riders against degradation for a period of 1 year from the date of shipment to the original customer.

ONE-YEAR LIMITED WARRANTY ON SPRING RIDER METAL PARTS

UltraPlay Systems provides a limited warranty on metal springs, bases and brackets of spring riders to be free from defects in materials or workmanship against structural failure which causes the product to become unfit for its intended use, subject to normal usage and installation, for a period of 1 year from the date of shipment to the original customer.

ONE-YEAR LIMITED WARRANTY ON STRAP AND TOT SEAT

UltraPlay Systems provides a 1 year limited warranty on strap and tot swing seats against structural failure that causes the seat to become unfit for its intended use. Additionally, chain, "S"- hooks and hangers are covered under a one-year limited warranty.

LIMITED WARRANTY ON SITE FURNISHINGS

UltraPlay Systems provides a five-year limited warranty on the finish of thermoplastic coated site furnishings from the date of shipment to the original customer. Additionally, all site furnishings are guaranteed to be free from defects in materials or workmanship for one-year from the date of shipment to the original customer.

All warranties specifically exclude damage caused by man-made or natural disasters, vandalism, negligence, improper installation or improper use, modification, changes in appearance resulting from weathering, scratches, dents, discoloration, normal wear and tear, or marring as a result of public or private use.

Claims are limited to replacement of equipment only and do not include any costs associated with labor, removal or installation of the original or replacement product.

Warranties are valid only if products are installed and maintained in accordance with UltraPlay installation instructions and use of approved parts.

This warranty is applicable to the original owner only. Warranties are non-transferable.

Claim Procedure: To make a warranty claim, send your written statement of claim, photographs of defective equipment along with the original purchase invoice or invoice number to:

UltraPlay Systems
Customer Service
1675 Locust Street
Red Bud, IL 62278

Or Contact a Customer Service Representative at:
1-800-458-5872

Within 60 days of notice of claim under warranty, UltraPlay Systems will make arrangements to replace the damaged product. UltraPlay Systems will cover freight costs within the continental United States. UltraPlay Systems is not responsible for freight costs associated with products located outside the continental United States. UltraPlay Systems reserves the right to inspect all products identified as defective. Photos of defective equipment may be required to accompany warranty claims.

Since warranty limitations and exclusions may vary from state to state, you should check any specific warranty rights in your state.

Date of Purchase: _____

Purchaser: _____

UltraPlay Invoice Number: _____

Authorized UltraPlay Signature

Title

Visit UltraPlay on the web at www.ultraplay.com & www.uplaytoday.com





WARRANTY

UltraSite provides a limited warranty on site furnishing products. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for its intended use. The warranty covers the life of the product as defined below, and covers the product under normal use with proper maintenance, and at original installation location. See exclusions* (page 5).

THERMOPLASTIC COATED PRODUCTS

UltraSite provides a 5-year Limited Warranty on Thermoplastic coated site amenities. UltraSite guarantees all items for one full year to be free of defects in workmanship or materials when installed and maintained properly. We agree to repair or replace any items determined to be defective. Items specifically not covered by this warranty include vandalism, man-made or natural disasters, lack of maintenance, normal weathering, or wear and tear due to public abuse.

Items damaged or lost in transit are the responsibility of the carrier, whether visible or concealed. It is the responsibility of the recipient to assure that the order is received complete. Before signing the delivery receipt, inspect the shipment immediately and completely. Note any damages or shortages on the bill of lading. Damage reports must be filed within 5 days. UltraSite is not responsible for damages or loss in transit. Title to all goods passes to the customer at the time of shipment. UltraSite will assist in filing claims if the freight arrangements were made by UltraSite at your request.

HARDWARE

UltraSite provides a lifetime limited warranty on hardware against structural failure due to breaking or shearing which causes the product to become structurally unfit for its intended use; a lifetime warranty on stainless steel hardware against rust; and a one-year limited warranty on hardware against rust. See exclusions. The lifetime warranty refers to the life of the product as defined below and covers the product under normal use and proper maintenance. The cost of replacement due to scratching or cutting of certain hardware plating is not included in this warranty.

RECYCLED PLASTIC LUMBER PRODUCTS

UltraSite provides a 5-year limited warranty on recycled plastic lumber products in normal applications against splintering, decay or structural damage directly from termites or fungal decay that causes the product to become structurally unfit for its intended use. See exclusions* (page 5)



UltraSite guarantees all materials and workmanship for 5-years on any product made completely from our 100% Recycled Plastic. The guarantee excludes vandalism, improper use, product alterations, misuse, negligence, accident, theft, corrosion caused by chemicals, ice or snow damage and acts of God.

IPE WOOD, RED STAINED WOOD, PRESSURE TREATED WOOD AND UNTREATED WOOD

UltraSite provides a 1-year limited warranty on IPE wood, red stained wood, pressure-treated wood and untreated wood products against rotting, splintering, decay or structural damage directly from termites or fungal decay that causes the product to become structurally unfit for its intended use. Checking in the surface of planks are natural in all wood products and are not covered under this limited warranty. The guarantee excludes vandalism, improper use, product alterations, misuse, negligence, accident, theft, corrosion caused by chemicals, ice or snow damage and acts of God. Please follow the maintenance procedures as specified in the product maintenance guide.

LIMITED WARRANTY ON WATER FOUNTAINS AND DOG FOUNTAINS

UltraSite provides a 1-year limited warranty on all the water fountains and related components.

ULTRASHADE STRUCTURES

UltraShade warrants that the shade structure sold will be free from defects in materials under intended use for a period of 10-years from the date of delivery (Structure & Fabric). UltraShade and its suppliers will be liable for repair or replacement of materials found to be defective. The repair or replacement of materials shall be at the expense of UltraShade.

This warranty is in effect only if the structure has been assembled and installed in accordance with the UltraShade's installation drawings, and has been subjected only to normal intended use and exposure. UltraShade shall not be responsible for delays due to missing, stolen or non-conforming parts. Any rework/retrofit of non-conforming part must be authorized by UltraShade. This limited warranty is void if any damage has resulted from abnormal use, abuse, accident, vandalism, maintenance, misapplication, service or modification by someone other than UltraShade, authorized dealers, or authorized installers.

This limited warranty excludes color fading of structure within 10 miles of any area retaining salt water. Any replacement part issued during original warranty period is warranted for the remaining original warranty period or 6 months, whichever is longer.



Shade fabrics carry a 10-year limited manufacturer's warranty from the date of assembly, against failure from significant fading, deterioration, breakdown, mildew, outdoor heat, cold or discoloration, with the exception of Red, which carry a 3-year limited warranty. Should the fabric need to be replaced under the warranty, UltraShade will manufacture and ship a new fabric at no charge for the first 6 years, thereafter pro-rated over the last 4 years.

This warranty shall be void if damage to the fabric is caused by contact with chemical, misuse, vandalism, any Act of God (ie. Hurricane, tornado, micro/macroburst), including, but not limited to, ice, snow, or wind in excess of the applicable building code parameters. Fabric tops are warranted for wind/gusts up to 90mph and prior to snow or ice accumulation. The warranty will be voided if any modification or attachment is made to the rafter(s). The fabric will wear/tear should any object be placed between the rafter and fabric, voiding the warranty.

The warranty will only be applicable to the repair or replacement of defective materials. UltraShade reserves the right, in cases where certain fabric colors have been discontinued, to offer the customer a choice of available colors to replace the warranted fabric of the discontinued color. UltraShade does not warrant any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the owner of the discontinued fabric color.

NOTE: Shadesure™ fabric warranties cover fabric tops up to 40' in length.

Fabric tops over 40' in length are covered by a non-prorated 5-year warranty.

UltraShade warrants its sewing thread for a period of 8 years.

The thread will be free from defects in material/workmanship and will not be damaged by exposure to the sunlight, weather or water.

All labor for the removal, assembly and/or freight will be for the customer's account and the warranty will only be applicable to the repair or replacement of the defective material.

In the event of a claim of defect in materials, UltraShade shall be placed on notice of defect in writing, delivered to UltraShade at the address indicated below, within 30 calendar days from discovery of the defect. No later than 30 days from the date of receipt of the notice, UltraShade will determine whether to repair or to replace defective materials. UltraShade, disclaims all other warranties, expressed or implied, including any supplementary materials required for the shade installation.



ULTRASHELTER

UltraShelter warrants that the shelter sold will be free from defects in materials under intended use for a period of 10-years from the date of delivery. UltraShelter and its suppliers will be liable for repair or replacement of materials found to be defective. The repair or replacement of materials shall be at the expense of UltraShelter.

This warranty is in effect only if the structure has been assembled and installed in accordance with UltraShelter's installation drawings, and has been subjected only to normal intended use and exposure. Pre-finished metal roof surfaces, performance shall be the responsibility of the metal finisher. UltraShelter assumes no warranties with regard to finish durability.

UltraShelter shall not be responsible for delays due to missing, stolen, or non-conforming parts. Any rework/retro-fit of non-conforming parts must be authorized by UltraShelter. This limited warranty is void if any damage has resulted from abnormal use, abuse, accident, vandalism, maintenance or lack of maintenance, misapplication, service, or modification by someone other than UltraShelter, authorized dealers, or authorized installers.

This limited warranty excludes color fading of structure within 10 miles of any area retaining salt water. Any replacement part issued during original warranty period is warranted for the remaining original warranty period or 6 months, whichever is longer. In the event of a claim of defect in materials, UltraShelter shall be placed on notice of defect in writing, delivered to UltraShelter at the address indicated below, within 30 calendar days from discovery of the defect. No later than 30 days from the date of receipt of the notice, UltraShelter will determine whether to repair or to replace defective materials. UltraShelter, disclaims all other warranties, expressed or implied, including any supplementary materials required for the shelter installation.

ACTIONFIT PRODUCTS

UltraSite offers 10-year limited warranty on steel posts, stainless steel posts, welds, bars and metal accessories excluding cycle parts, and cosmetic damage or defects. A 5-year limited warranty on Stainless damper module and aluminum cycle cover, with the exclusion of cosmetic damage or defects. 2-year limited warranty on Bearings, damper, plastics, rubber parts, and some cycle parts including pedal and shaft, with the exclusion of cosmetic damage or defects. 1-year limited warranty on Rib belt of cycle, with the exclusion of cosmetic damage or defects.



ALL OTHER PRODUCTS

UltraSite offers 1-year limited warranty on all other products.

For the purpose of this warranty, *lifetime* encompasses no specific term of years, but rather that Seller warrants to its original customer for as long as the original customer owns the Product and uses the Product for its intended purpose that the Product and all parts will be free from defects in material and manufacturing workmanship.

UltraSite excludes from these warranties the cost to remove parts and reinstall replacements; replacement due to cosmetic defects or coating deterioration caused by climatic conditions; and wood replacement resulting from twisting, warping, checking, shrinking, swelling or other natural physical properties of wood.

To the extent permitted by law, these warranties are expressly in lieu of any other implied or expressed warranties or representation by any person, including any implied warranty of merchantability or fitness. These warranties provide valuable rights to you.

No Sales Representative can modify or amend the terms of this warranty.

CANCELLATIONS AND RETURNS

Cancellations are only accepted with approval of UltraSite. No merchandise shall be returned without a Return Goods Authorization number which is issued by customer service. Any authorized merchandise must be carefully packed and received in saleable condition. A restocking charge of up to 25% will be applied to all returned goods and 50% charge will be applied to all the UitaShade and UltraSheiter products when the error is not the fault of UltraSite. All returns must be shipped freight prepaid.

EXCLUSION

The guarantee excludes vandalism, improper use, product alterations, misuse, negligence, accident, theft, corrosion caused by chemicals, ice or snow damage and acts of God.

UltraSite

1675 Locust St.
Red Bud, IL 62278
800.458.5872



Claim Procedure

To make a warranty claim, send your written statement of claim, along with the original purchase invoice or invoice number to:

UltraSite Customer Service
1675 Locust St.
Red Bud, IL 62278
800.458.5872

Within 60 days of notice of claim under warranty, UltraSite will make arrangements to replace the damaged product. UltraSite will cover freight costs within the continental United States. UltraSite is not responsible for freight costs associated with products located outside the continental United States. UltraSite reserves the right to inspect all products identified as damaged.

Since warranty limitations and exclusions may vary from state to state, you should check any specific warranty rights in your state.

Date of Purchase: _____

Purchaser: _____

UltraSite Invoice Number: _____

Authorized UltraSite Signature

Title

See UltraSite on the web at www.ultra-site.com



Warranty Statement

Warranty

Fountain People, Inc. shall warrant all properly installed and maintained Water Odyssey™ equipment (excluding consumables) for a period of one year from date of shipment, unless otherwise qualified, below. For systems with a factory start-up, the warranty shall extend for 18 months from date of shipment or one year from date of start-up, whichever comes first. Fountain People, Inc. at its option, shall replace or repair any materials, components, or workmanship found to be defective, within the warranty period when returned to the factory, freight prepaid. No equipment or parts may be returned to Fountain People, Inc. for repair or replacement without a factory issued RMA (Return Material Authorization).

Special Provisions

The following equipment shall be warranted for the terms noted when properly installed and maintained:

Structural Pipe: Stainless steel pipe and anchor bases used in the fabrication of Water Odyssey™ play equipment shall be warranted against structural failure for a period of 25 years.

Finish Coating: Shall be warranted for a period of 2 years against peeling or fading under normal environmental conditions.

ColorCast™ Accents: Shall be warranted for a period of 2 years against fading or cracking under normal environmental conditions.

Nozzles: Brass or stainless steel, 5 Years. PVC nozzles, 2 years.

Polyurethane Components (including Fun Forms™) shall be warranted for a period of 2 Years.

Water Odyssey™ Dynamic Sequencing Control Module 02-6210, Valve Boxes and Fiberglass Components shall be warranted against defects for a period of 3 years. All DSC Controller components, other than the 02-6210 module, are warranted for 1 year.

UV Disinfection Units Manufactured by ETS/ATG UV (excluding consumables) shall be warranted for a period of five (5) years after commencement of operation providing that the owner has entered into a service agreement with a factory trained and certified representative to annually (during the warranty period) service the unit as outlined in the Basic Operator's Guide using original manufacturers parts.

Exclusions

This warranty does not include damage resulting from lightning, vandalism, improper maintenance, operator error, Acts of God, failure to comply with codes of the jurisdiction having authority, or other conditions beyond the control of Fountain People, Inc. Nor does this warranty cover labor, freight charges, or incidental materials required to implement repairs. Fountain People, Inc. shall not be held liable for damage to other equipment or materials, or loss of time, profits, or any inconvenience, directly or indirectly, resulting from the failure of equipment or materials furnished by Fountain People, Inc. Fountain People, Inc. will not accept liability for any costs associated with the removal or replacement of equipment in difficult-to-access locations. These extraordinary costs shall be the responsibility of the customer, regardless of the reason necessitating removal of the product from service. This warranty may exclude damage to metals resulting from chemical control devices that use electrolysis as a means for generating chlorine or other chemicals to treat water. No other warranty, expressed or implied, exists beyond that included in this statement.

**EXHIBIT F
SCOPE OF WORK**

The following Scope of Work is an Exhibit to and is incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the "Contract") between the City of Charlotte and Playcore Wisconsin, Inc. d/b/a GameTime.

4. SCOPE OF SERVICES.

4.1 General Scope.

The Company shall provide various Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services that meets or exceeds the following requirements to the City and Participating Public Agencies nationwide.

Participating Public Agencies may have additional specific requirements that might not be a requirement of the Lead Public Agency. The Company agrees to provide additional information or documentation to Participating Public Agencies as may be required per the Master Intergovernmental Cooperative Purchasing Agreement (between the Lead Public Agency and the Participating Public Agency).

4.2 Product Standards and Guidelines.

It is essential that all Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services be in compliance with all current and applicable Consumer Product Safety Commission (CPSC), Americans with Disabilities Act (ADA) and ADA Accessibility Guidelines (ADAAG), and ASTM Standards and other applicable laws and regulations in the state of North Carolina or in accordance with the laws and applicable purchasing policies of the State and locality where the Participating Public Agencies exists.

Manufacturers must be a member of the International Play Equipment Manufacturers Association (IPEMA) and ISO 9001 and 14001 certified. All equipment must be IPEMA Certified and meet all current American Society of Testing and Materials (ASTM), Consumer Product Safety Commission (CPSC), and IPEMA standards.

4.2.1 American Society for Testing and Materials (ASTM):

ASTM-F1487- 11 Standard Consumer Safety Performance Specification for Playground Equipment for Public use.

ASTM-F1292-13 Standard Specification for Impact Attenuation of Surface Systems within the Use Zone of Playground Equipment.

ASTM 1951-09 Standard Specifications for Determination of Surface Systems Under and Around Playground Equipment.

ASTM F2049-11 Fences/Barriers for Public, Commercial, and Multifamily Residential Use Outdoor Play Areas.

ASTM F2075 Standard Specifications for Engineered Wood Fiber for Use as a Playground Safety Surface and Around Playground Equipment.

4.2.2 Printed Handbook for Public Playground Safety (CPSC)

Equipment must meet all guidelines stated in the "Handbook for Public Safety" published by the Consumer Product Safety Commission. Copies of publication No. 325 may be obtained from U.S. Consumer Product Safety Commission, Washington, DC 20207.

4.2.3 International Play Equipment Manufacturers Association (IPEMA)

IPEMA provides third-party Product Certification services for U.S. and Canadian public play equipment and U.S. public play surfacing materials. The services provide for the validation of a participant's certification of conformance to the standards referenced above. Both certifications are administered by Detroit Testing Laboratory, Inc. For more information on certification and membership, visit IPEMA's website at: www.ipema.org.

All equipment must be IPEMA Certified. Certification must be included with your proposal submission.

4.3 Environmental Purchasing Requirements.

The Company must provide documentation of their environmental sustainability policies, measures, and initiatives with their Proposal response per Section 2.6.15 and Section 7 - U.S. Communities Requirements of this RFP.

4.4 New Products and Services.

New Products and Services may be added to the resulting Contract(s) during the term of the Contract by written amendment, to the extent that those Products and Services are within the scope of this RFP and include, but will not be limited to, new Product added to the Manufacturer's listing offerings, and services which reflect new technology and improved functionality. All requests are subject to review and approval of the City of Charlotte.

4.5 Replacement Parts.

The Company must stock replacement parts for a minimum of 15 years on all play systems and provide parts within two (2) weeks (14 calendar days) from the time an order is placed by the Participating Public Agency.

4.6 Surfacing Material.

Surfacing Material must meet all guidelines stated in the Handbook for Public Playground Safety, and most current versions of ASTM-F1292-13, F2075-15, F3012-14, and all other applicable ASTM standards and guidelines as certified by an independent laboratory conforming to IPEMA safety standards as identified for the playground industry.

4.7 Installation.

All Products provided under this Contract that require assembly and installation should be performed by the awarded manufacturers' certified installers. Company must provide the names and addresses of each certified installer/subcontractor by geographical area.

All work must be performed according to the standards established by the terms, specifications, drawings, and construction notes for each project, and meet manufacturer's specifications and industry standards. It shall be the obligation of the Installer to obtain clarification from the Project Coordinator concerning questions or conflicts in the specifications, drawings and construction notes in a timely manner as to not delay the progress of the work.

4.8 Design.

The Company must have the capability to recommend and design appropriate play systems/structures to fit the need of the site for age groups to be determined by Participating Public Agency. Company must provide drawings (plan and elevation) of all pertinent aspects of the play equipment and its method of connection to the work. Final playground layout drawings shall be to scale and legible and must show location of play equipment and dimensions of use zones. All designs shall indicate ADA accessible routes, and percentage of ADA accessible components.

4.9 Project Management.

The Company must have the ability to provide project management services to help Participating Agencies complete their projects on-time and within budget.

4.10 Safety.

The Company and installers or subcontractors performing services for Charlotte-Mecklenburg are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. The Company and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

4.11 Literature and Catalogs.

The Company will be required to furnish and/or update all price lists, listings, color charts and other literature as requested within fifteen (15) days after notification of award. All catalogs may be electronic versions.

4.12 Warranty.

The Company should address each of the following:

1. Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
2. Warranty period start date. The City desires the warranty start at the time of substantial completion.
3. Availability of replacement parts.
4. Life expectancy of equipment under normal use.
5. Detailed information as to proposed return policy on all equipment.

4.13 Lead Time and Delivery.

1. Company must provide a four (4) week lead time on standard product, unlimited configurations, with no up charge.
2. Deliveries may be made typically between the hours of 8:30 a.m. and 3:30 p.m., local time, on regular business days unless other arrangements have been made. Delivery location shall be stated on each purchase order issued by Participating Agencies.
3. The Company will ensure that all items are delivered fully assembled or assembled by vendor or its designated subcontractor on site as may be designated by the Participating Public Agency. The Company will assure that all items are packed in accordance with prevailing commercial practices and delivered and assembled and installed in the first class condition.
4. When the purchase order calls for delivery to a specific location (other than door delivery) the vendor will deliver in accordance with the delivery instructions provided by the Participating Public Agency and shall perform inside delivery, assembly, set in place in proper location, make ready for use and remove all debris.
5. The Company shall authorize immediate replacement of any item that has been damaged in transit.
6. If deliveries are required in the evenings or weekends, or designated holidays, special installation charges will be negotiated. It is expected that the pricing will be fair and reasonable based upon specific requirements.

4.14 Optional Work.

Company will be required to provide quotations on a case-by-case basis for optional related work such as, but not limited to, removal and/or reinstallation of Playground & Fitness Equipment, timbers, and fencing as may be required to provide a full turnkey solution to Participating Public Agencies.

4.15 Material Specifications.

Equipment material specifications may vary between cities, counties, schools and states. Each Participating Entity will provide required specifications to include, but not be limited to, acceptable material, finish, diameters, thickness, gage, and angles of all components when placing orders or as necessary.

4.16 Additional Requirements.

The Company may be required and agrees to comply with additional state, or local laws and policies of the individual Participating Public Agencies.

4.17 Performance Bond.

The Company may be required to provide a performance bond as required by Participating Public Agencies for each project as required by local or state laws and policies.

4.18 Reports.

The Company must maintain all records in compliance with federal and state regulations. A statistical report and an annual tabulated report must be submitted electronically to the Lead Public Agency upon request.

4.19 Pricing.

The Company must submit a cost proposal fully supported by data adequate to establish the reasonableness of the proposed fee. One (1) firm fixed percentage

discount off of a verifiable list price for each category (defined in Section 1.3): 1) Playground Equipment (including components, replacement parts); 2) Outdoor Fitness Equipment; 3) Site Accessories; 4) Surfacing Materials; and 5) all other related Products (Shade Structures, Skate Parks, and other categorized Products); and 6) Services offered by the Company, for the life of the contract is preferred.

Prices must include manufacturer mark up, profit, item cost and storage to allow each customer the ability to calculate and verify discount. All manufacturer price lists must be identified in the Proposal response.

Proposals must include an itemized list of any Products and Services that the Company intends to include in the Master Agreement and assume responsibility for as prime contractor, but are offered by the individual authorized distributors and not included in the Company's catalog. The list must identify the distributors name and location that offers each product and service included. The Company shall be the prime contractor and remain solely responsible for contractual performance, and reporting, per Section 2.6.7 of this RFP for any Products and Services offered by the authorized distributor.

Proposals shall not include Products and Services the Company does not intend to offer, or take responsibility for, as prime contractor.

4.19.1 Volume Discounts: Please include any volume discounts offered to the Lead Public Agency and Participating Public Agencies.

4.19.2 Rebates: Please include any rebates offered to Lead Public Agency and Participating Public Agencies..

4.19.3 Product, Design and Price Comparison.

For comparison purposes only, the Company must provide the following information for the three (3) sample playground designs included in Section 6, Form 4:

1. Cost breakdown of all components using proposed discounts and list prices;
2. Manufacturer Price List ID
3. Three dimensional drawings
4. Number of kids that can use the playground;
5. Total number of play components:
 - Number of ground level components
 - Number of accessible ground level components
 - Number of elevated components
 - Number of accessible elevated components
6. Play Structure Size
7. Deck Sizes
8. Diameter of Uprights
9. Color options
10. Minimum time needed from date of design to delivery of equipment.

4.20 Installation.

Company response must include a defined installation fee program. If a percentage of total dollar amounts of each order are proposed, the Company must submit one (1) fixed percentage for all installation services for all Participating Public Agencies, regardless of location, for the life of the contract.

4.21 Shipping and Delivery.

Company must include a defined shipping program with their Proposal responses. If shipping is charged separately, only the actual cost of the freight may be added to an invoice. Shipping charges calculated as a percentage of the product price **cannot be used.**

1. Unless specifically stated otherwise in the "Shipping Program" included in the Company's Proposal response, all prices quoted must be F.O.B. destination with freight prepaid by the Company.
2. Additional costs for expedited deliveries may be added.
3. Selection of a carrier for shipment will be the option of the Participating Public Agency paying for said shipping.

4.22 Price Adjustments.

All proposed pricing shall remain firm through December 31, 2017. Company may request price increases for consideration at least sixty (60) days prior to each anniversary of the Contract effective date. All requests must be submitted in writing to City of Charlotte Procurement Management along with documentation of bona fide materials and labor increases for the cost of Products. No adjustments shall be made to compensate a Company for inefficiency in operation or for additional profit. Price decreases shall be accepted at any time during the term of the contract.

4.23 References.

Proposals must include a minimum of five (5) customer references (see Section 6, Form 7) that Company has provided products and services similar to those outlined in this RFP.

4.24 Prevailing Wages.

Company must comply with the prevailing wage requirements of each state. Please include any exceptions to this requirement in your proposal response, per Section 2.6.12 of the RFP.

EXHIBIT G
U.S. COMMUNITIES ADMINISTRATIVE AGREEMENT

The following U.S. Communities Administrative Agreement is an Exhibit to and is incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the "Contract") between the City of Charlotte and Playcore Wisconsin, Inc. d/b/a GameTime.

Project No. 7301, 7302

EXHIBIT B
SCHEDULE OF PERFORMANCE

Matt Brand

From: Brandon Seitz <brandon@gwpark.com>
Sent: Monday, March 6, 2023 5:27 PM
To: Matt Brand
Cc: Veronica Ortiz
Subject: Re: Tuffree Park Schedule of Performance

EMAIL FROM EXTERNAL SOURCE: Don't reply, click on a link or open an attachment unless you recognize the sender and know the content to be safe. If you believe this email to be unsafe, please use the [Report Phish](#) button in Outlook to notify the IT department.

Hello Matt,

Yes, January 31st sounds good

Sent from my iPhone

On Mar 6, 2023, at 4:26 PM, Matt Brand <mbrand@placentia.org> wrote:

Brandon,

This email chain is to serve as the Schedule of Performance for the Tuffree park playground improvements. We are taking the contract for GameTime to City Council on March 21, 2022. Based on current production lead times, I am going to put the completion date of this contract as January 31, 2024. Once we are notified of an equipment ship date we can put together a more precise timetable for this project. Per the contract, extensions can be mutually agreed upon in writing. If this is acceptable to you, please respond with an email.

Thank you,

Matthew Brand, CYSA | Coordinator | Community Services
Placentia | 401 E. Chapman Ave. Placentia, CA 92870
☎ 714-993-8243 | 📞 (714-961-0283) | ✉ mbrand@placentia.org

<image001.jpg>

Download the iPlacentia Mobile App:

<image003.jpg>

<image004.png>

Follow Us:

<image005.png>

CONFIDENTIALITY NOTICE

This e-mail transmission, and any documents, files or previous e-mail messages attached to it may contain information that is confidential. If you are not the intended recipient, or a person responsible for delivering it to the intended recipient, you are hereby notified that you must not read this transmission and that any disclosure, copying, printing, distribution or use of any of the information contained in or attached to this transmission is STRICTLY PROHIBITED. If you have received this transmission in error, please immediately notify the sender by telephone at 714-993-8232 or return e-mail and delete the original transmission and its attachments without reading or saving in any manner. Thank you.

Matt Brand

From: Brandon Seitz <brandon@gwpark.com>
Sent: Monday, March 6, 2023 5:27 PM
To: Matt Brand
Cc: Veronica Ortiz
Subject: Re: Tuffree Park Schedule of Performance

EMAIL FROM EXTERNAL SOURCE: Don't reply, click on a link or open an attachment unless you recognize the sender and know the content to be safe. If you believe this email to be unsafe, please use the [Report Phish](#) button in Outlook to notify the IT department.

Hello Matt,

Yes, January 31st sounds good

Sent from my iPhone

On Mar 6, 2023, at 4:26 PM, Matt Brand <mbrand@placentia.org> wrote:

Brandon,

This email chain is to serve as the Schedule of Performance for the Tuffree park playground improvements. We are taking the contract for GameTime to City Council on March 21, 2022. Based on current production lead times, I am going to put the completion date of this contract as January 31, 2024. Once we are notified of an equipment ship date we can put together a more precise timetable for this project. Per the contract, extensions can be mutually agreed upon in writing. If this is acceptable to you, please respond with an email.

Thank you,

Matthew Brand, CYSA | Coordinator | Community Services
Placentia | 401 E. Chapman Ave. Placentia, CA 92870
☎ 714-993-8243 | 📠 (714-961-0283) | ✉ mbrand@placentia.org

<image001.jpg>

Download the iPlacentia Mobile App:

<image003.jpg>

<image004.png>

Follow Us:

<image005.png>

CONFIDENTIALITY NOTICE

This e-mail transmission, and any documents, files or previous e-mail messages attached to it may contain information that is confidential. If you are not the intended recipient, or a person responsible for delivering it to the intended recipient, you are hereby notified that you must not read this transmission and that any disclosure, copying, printing, distribution or use of any of the information contained in or attached to this transmission is STRICTLY PROHIBITED. If you have received this transmission in error, please immediately notify the sender by telephone at 714-993-8232 or return e-mail and delete the original transmission and its attachments without reading or saving in any manner. Thank you.

EXHIBIT C

INSURANCE REQUIREMENTS

Contractor shall maintain and shall require all its subcontractors, consultants, and other agents to maintain the insurance listed below. Any requirement for insurance to be maintained after completion of the work shall survive this agreement.

CITY reserves the right to review any and all of the required insurance policies and/or endorsements but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this agreement.

A. Workers Compensation & Employers Liability Insurance

- Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- Employers Liability with limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- The policy shall include a written waiver of the insurer's right to subrogate against CITY.
- Required Evidence of Coverage:
 1. Subrogation waiver endorsement; and
 2. Properly completed Certificate of Insurance.

B. General Liability Insurance

- Commercial General Liability Insurance no less broad than Insurance Services Office (ISO) form CG 00 01.
- Coverage shall be on a standard occurrence form. Claims-Made forms are not acceptable without prior written consent. Modified, limited or restricted Occurrence forms are not acceptable without prior written consent.
- Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The General Aggregate

shall apply separately to each project. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Umbrella Liability Insurance. If contractor maintains higher limits than the specified minimum limits, CITY requires and shall be entitled to coverage for the higher limits maintained by contractor.

- Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$250,000 it must be approved in advance by CITY. Contractor is responsible for any deductible or self-insured retention and shall fund it upon CITY'S written request, regardless of whether Contractor has a claim against the Insurance or is named as a party in any action involving CITY.
- Coverage shall be continued for one (1) year after completion of the work.
- CITY shall be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of the contractor. CITY shall continue to be an additional insured for completed operations for (1) year after completion of the work.
- The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard ("P" definition of insured contract in ISO form CG 00 01, or equivalent).
- The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- The policy shall cover inter-insured suits and include a "Separation of Insureds" or "severability" clause which treats each insured separately.
- The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against all persons or entities that are, or are required to be, additional insureds.
- The policy shall not contain a Contractors' Warranty or other similar language which eliminates or restricts insurance because of a subcontractor's failure to carry specific insurance or to supply evidence of such insurance.
- Required Evidence of Coverage:
 1. Copy of the additional insured endorsement or policy language granting additional insured status; (The City of Placentia, its officers, employees, representatives, attorneys, and volunteers shall be named as additional named insureds with respect to: liability arising out of

activities performed by or on behalf of the Contractor and all Subcontractors pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Contractor and all Subcontractors; automobiles owned, leased, hired, or borrowed by the Contractor and all Subcontractors.)

2. Copy of the endorsement or policy language indicating that coverage applicable to the additional insureds is primary and non-contributory;
3. Properly completed Certificate of Insurance; and

C. Automobile Liability Insurance

- Minimum Limit: \$1,000,000 combined single limit per accident.
- Coverage shall apply to all owned, hired and non-owned vehicles.
- CITY shall qualify as an additional insured.
- Required Evidence of Coverage:
 1. Copy of the endorsement or policy language indicating that CITY is an insured; and
 2. Properly completed Certificate of Insurance.

D. Contractors Pollution Liability Insurance

- Minimum Limits: \$1,000,000 per Pollution Incident; \$1,000,000 Aggregate;
- Coverage shall apply to pollution incidents at or from any location at which Contractor is performing work under this agreement.
- Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it shall be approved in advance by CITY. Contractor is responsible for any deductible or self-insured retention and shall fund it upon CITY written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving CITY.
- CITY shall be included as an additional insured for liability arising out of ongoing and completed operations by or on behalf of the Contractor. Additional insured status shall continue for one (1) year after completion of the work.
- The insurance provided to the additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by them.

Project No. 7301, 7302

- If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of work.
- The insurance shall be continued for one (1) year after completion of the work. If the insurance is on a Claims-Made basis, the continuation coverage may be provided by: (a) renewal of the existing policy; (b) an extended reporting period endorsement; or (c) replacement insurance with a retroactive date no later than the commencement of the work.
- Required Evidence of Coverage:
 1. Copy of the additional insured endorsement or policy language granting additional insured status;
 2. Copy of the endorsement or policy language indicating that coverage for the additional insureds is primary and non-contributory;
 3. Properly completed Certificate of Insurance.

E. Standards for Insurance Companies

- Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

F. Documentation

- The Certificate of Insurance shall include the following reference:
7301, 7302
- The name and address for Additional Insured endorsements and Certificates of Insurance is: City of Placentia
- Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- Current Evidence of Coverage shall be provided for the entire required period of insurance.
- Upon written request, certified copies of required insurance policies shall be provided within thirty (30) days.

Project No. 7301, 7302

EXHIBIT D

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

EFFECTIVE: AUGUST 1, 2022
EXPIRES: AUGUST 1, 2023
POLICY NUMBER: MKLV2PBC001627

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
As required by written contract executed by both parties prior to loss	All locations
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

EFFECTIVE: AUGUST 1, 2022
 EXPIRES: AUGUST 1, 2023
 POLICY NUMBER: MKLV2PBC001627

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
As required by written contract executed by both parties prior to loss	All locations
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.

EFFECTIVE: AUGUST 1, 2022
EXPIRES: AUGUST 1, 2023
POLICY NUMBER: MKLV2PBC001627

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.

EFFECTIVE: AUGUST 1, 2022
EXPIRES: AUGUST 1, 2023
POLICY NUMBER: MKLV2PBC001627

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:

As required by written contract executed by both parties prior to loss

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.

**ADDITIONAL INSURED –
DESIGNATED PERSONS OR ORGANIZATIONS**

Named Insured PlayCore Group, Inc.			Endorsement Number 1
Policy Symbol CAL	Policy Number H10690110	Policy Period 08/01/2022 TO 08/01/2023	Effective Date of Endorsement
Issued By (Name of Insurance Company) Indemnity Insurance Co of North America			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
EXCESS BUSINESS AUTO COVERAGE FORM**

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

- A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
1. You.
 2. Any of your "employees" or agents.
 3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.

Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

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

A. The following is added to the **Other Insurance Condition** in the **Business Auto Coverage Form** and the **Other Insurance – Primary And Excess Insurance Provisions** in the **Motor Carrier Coverage Form** and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "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 such "insured".

B. The following is added to the **Other Insurance Condition** in the **Auto Dealers Coverage Form** and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "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 such "insured".

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

Named Insured PlayCore Group, Inc.			Endorsement Number 3
Policy Symbol CAL	Policy Number H10690110	Policy Period 08/01/2022 TO 08/01/2023	Effective Date of Endorsement
Issued By (Name of Insurance Company) Indemnity Insurance Co of North America			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
AUTO DEALERS COVERAGE FORM**

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of the use of a covered auto. The waiver applies only to the person or organization shown in the SCHEDULE.

SCHEDULE

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured PLAYCORE GROUP, INC. 544 CHESTNUT ST CHATTANOOGA TN 37402	Endorsement Number
	Policy Number Symbol: WLR Number: C50669828
Policy Period 08-01-2022 TO 08-01-2023	Effective Date of Endorsement 08-01-2022
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.

This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A.. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.



Authorized Representative

EXHIBIT E
CLAIMS PROCEDURE

SUMMARY OF PUBLIC CONTRACT CODE § 9204

The following procedure will apply to any claims by the Contractor on the City:

A "claim" is a separate demand on the City by a contractor on a public works project and sent by registered mail or certified mail with return receipt requested, for one or more of the following:

- A time extension, including relief from penalties for delay
- Payment by the City of money damages under the terms of the contract
- Payment of an amount that is disputed by the City

Initial Review

The claim must be supported by appropriate documentation. The City has 45 days within which to review the claim and provide the contractor with a written statement identifying the disputed and undisputed portions of the claim. If the City does not issue a written statement, the claim is deemed rejected in its entirety. The City will pay any undisputed portion of the claim within 60 days of issuing the statement.

Meet & Confer

If the contractor disputes the City's written response, or if the City does not issue one, the contractor may request in writing an informal conference to meet and confer for possible settlement of the claim. The City will schedule the meet and confer conference within 30 days of this request and provide a written statement identifying the remaining disputed and undisputed portions of the claim within 10 business days of the meet and confer. The City will pay the undisputed portion within 60 days of issuing this statement.

Mediation

With respect to any disputed portion remaining after the meet and confer, the City and contractor will submit the matter to nonbinding mediation, agree to a mediator within 10 business days after issuing the written statement, and share mediation costs equally. If mediation is unsuccessful, then the terms of the public works agreement and applicable law will govern resolution of the dispute.

Miscellaneous Provisions

Amounts not paid by the City in a timely manner bear interest at 7% per annum. Subcontractors may submit claims via this procedure through the general contractor. The City and contractor may waive the requirement to mediate but cannot otherwise waive these claim procedures.

BigToys & EarlyWorks Environments Limited Warranty | 2017

To the extent permitted by law, these warranties are expressly in lieu of any other implied or expressed warranties or representation by any person, including any implied warranty of merchantability or fitness. These warranties provide valuable rights to you. No Sales Representative can modify or amend the terms of this warranty.

Claim Procedure

To make a warranty claim, send your written statement of claim, along with the original purchase invoice or invoice number to:

BigToys
Customer Service
P.O. Box 680121
Fort Payne, AL 35968

Or Contact you local Representative at
USA 1-866-814-8697

Within 60 days of notice of claim under warranty, BigToys will make arrangements to replace the damaged product. BigToys will cover freight costs within the continental United States. BigToys is not responsible for freight costs associated with products located outside the continental United States. BigToys reserves the right to inspect all products identified as damaged.

Since warranty limitations and exclusions may vary from state to state, you should check any specific warranty rights in your state.

See BigToys on the web at www.bigtoys.com





Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF FINANCE

DATE: MARCH 21, 2023

SUBJECT: **2023 CITY TREASURER INVESTMENT REPORT UPDATE**

FISCAL
IMPACT: NONE

SUMMARY:

The Finance Department has assisted the City Treasurer in the preparation of the 2023 Treasury Update. The Treasurer's Report includes all investments managed by the City and investments held by trustees and an outline of the City Treasurer's goals and accomplishments for FY2022/23 and FY2023/24.

RECOMMENDATION:

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

1. Receive and file the 2023 Treasury Update.

STRATEGIC PLAN STATEMENT:

This item is consistent with the City Council approved 5-Year Strategic Goal # 1: Ensure Long-term Fiscal Sustainability.

DISCUSSION:

The City Treasurer is an elected position and, by charter, is the custodian of all public funds belonging to, or under the control of, the City or any office, department, or agency thereof. As custodian of all public funds, the City Treasurer, with the cooperation and assistance of the Finance Department, receives all monies coming into local financial institutions.

To maintain a good investment program, the City Treasurer must have a good cash flow analysis of funds coming into the City, as well as funds being paid out. The Treasurer can then place the funds in various legal investments that will yield the highest return to the City over the terms of the investments.

The attached report reflects the City's current investment portfolio and forecasts for 2022-2027.

3.d.
March 21, 2023

Prepared by:

Jennifer Lampman

Jennifer Lampman
Director of Finance

Reviewed and approved:

DA

Damien R. Arrula
City Administrator

Attachment:

1. 2023 Treasury Update PowerPoint presentation



*2023 City Treasurer
Investment Report Update*



March 21, 2023

City Treasurer Overview

- The City Treasurer is an elected position and, by charter, is the custodian of all public funds belonging to, or under the control of, the City or any office, department, or agency thereof. As custodian of all public funds, the City Treasurer, with the cooperation and assistance of the Finance Department, receives all monies coming into local financial institutions.
- In order to maintain a good investment program, the City Treasurer must have a good cash flow analysis of funds coming into the City, as well as funds being paid out. The Treasurer can then place the funds in various legal investments that will yield the highest return to the City over the terms of the investments.
- The Treasurer independently reviews all banking and investment accounts, after which is provided a monthly report to the City Council that summarizes all cash and investment balances, investment transactions, and a reconciliation of all bank accounts.



2022-2023 Goals & Accomplishments

- **Goal #1: Improve investment returns**
 - Partnered with Kosmont Municipal Treasury Consulting to build a synchronized and optimized cash flow and investment timing model.
 - Improved Weighted Average Yield from 1.10% (Feb-2022) to 2.80% (Feb-2023)
- **Goal #2: Increase investment diversification without default risk**
 - Increased number and types of holdings:
 - Feb-2022: 1 investment Pool, 5 CDs, 2 Federal Agencies
 - Feb-2023: 2 investment Pools, 9 CDs, 6 Federal Agencies, 7 Treasury Notes, 1 Money Market
 - Investment pools are backed by State of Calif.; CDs and Money Market are FDIC insured to \$250,000; Treasuries and Agencies back by US government guarantee
- **Goal #3: Evaluate banking services for value and service**
 - Existing banking service agreement expired 12/31/2022
 - RFP process commenced with 6 proposals received and 4 banks interviewed
 - Citizens Business Bank was selected to replace Banc of California
 - ECR increased from 45 BP to 55 BP; \$24K savings in merchant service fees
- **Goal #4: Timely and accurate reporting to City Council**
 - Monthly Treasurer's update to City Council within 15 days of month-end



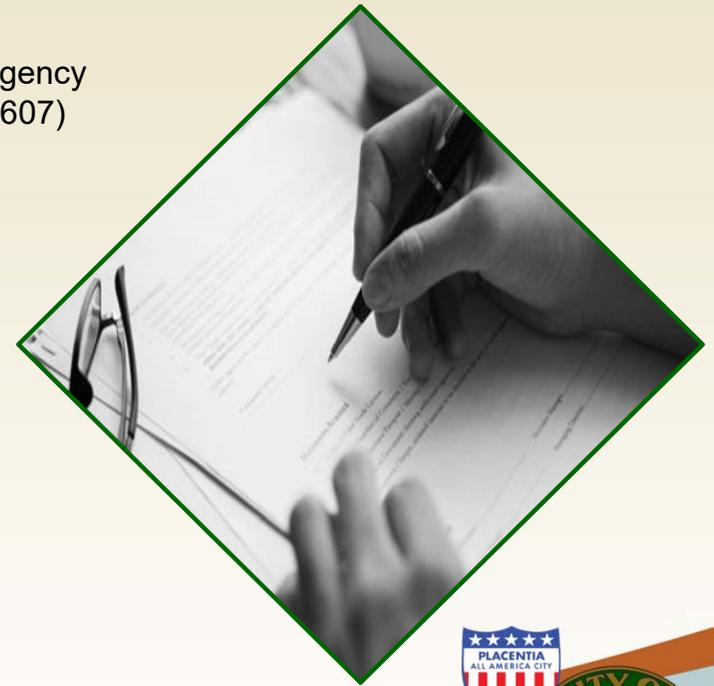
2023-2024 Goals & Objectives

- **Goal #1: Achieve market rate investment returns and grow capital**
 - Leverage partnership with Kosmont to provide accurate cash flow forecasts
 - Quarterly investment review calls with Kosmont and City's Director of Finance
 - Continue to build out the laddered portfolio to achieve full 5-year durations
 - Monitor future cash flow needs as to avoid premature investment liquidation
- **Goal #2: Maintain a sound investment policy within applicable laws**
 - Review, update and present the Investment Policy to City Council by July 1
 - Monitor city investments to comply with Calif. GC Sections 53600 through 53610
 - Report any sustained or repetitive non-compliance to City Council
 - Advise and develop corrective action plans in collaboration with Director of Finance
- **Goal #3: Timely and accurate reporting to City Council**
 - Monthly Treasurer's Report to City Council within 90 days of month-end
 - Monthly Treasurer's Update to City Council within 15 days of month-end



What are Public Agency Investment Requirements?

- ❖ **Investment of Surplus :Government agencies must comply with California Government Code (GC) Section 53600**
- ❖ Monthly (or quarterly) report to the governing body outlining cash assets invested, investment types, purchases, sales, market conditions, and affirming agency projection of sufficient cash availability to meet operating needs. (GC Section 53607)
- ❖ Annual Investment Policy update (GC Section 53646)
- ❖ Compliance with GC Section 53600.3
 - ❖ Prudent Investor Standard – Safeguarding of principal and liquidity
- ❖ Compliance with GC Section 53600.5
 - ❖ Safety of Principal
 - ❖ Liquidity
 - ❖ Yield



*Requirements include but are not limited to other governmental compliance and regulatory provisions.



Permitted Investments under GC Section 53601

- Bonds issued by the local agency
- US Treasury Notes, Bonds, Bills
- State Treasury Notes & Bonds
- Registered Treasury Notes & Bonds of other 49 states
- Bonds of other local agencies within the state
- Federal or US GSE's or "Agencies"
- Banker's Acceptance (180 days, 40%, 30%)
- Commercial Paper (270 days, A-1, 40%)
- Negotiable CD's (30%)
- Repurchase Agreements (92 days, 20%)
- Medium Term Notes (5 years, A, 30%)
- Shares of Beneficial Interest (20%)
- Trustee Held Funds (bond covenants)
- Collateralized Securities
- Mortgage-Backed Securities (20%, AA)
- Shares of Beneficial Interest with JPA (30%)
- Supranationals (30%, AA)
- Public Bank Securities
- County Pool – Government Code Section 27133
- LAIF - Government Code Section 16429.1 (Limited)
- FDIC insured commercial banks and money markets
- Other investments as approved by board/council of agency allowable under Calif. Government Code Section 53600



Investment Objectives

- Objective #1: Safety through diversification and compliance
 - Diversification is the practice of spreading your investments around so that your exposure to any one type of asset or risk is limited. This practice is designed to help reduce the volatility of your portfolio over time.
 - Investment compliance ensures that a business adheres to internal controls and external rules. Investment compliance follows policies and regulations in order to protect investors and ensure that portfolios are fair, efficient and transparent.
- Objective #2: Maintain liquidity to fund current obligations
 - Liquidity generally refers to how easily or quickly a security can be bought or sold in a secondary market. Liquid investments can be sold readily and without incur a hefty cost or loss to get money when it is needed.
- Objective #3: Maximize yield through ladder investment strategy
 - Laddered investing is based on allocating portions of your total investments and staggering maturity dates so that each portion of your portfolio matures at regular intervals. Laddering allows you to receive the benefit of earning the higher interest rates of longer-term investments while still enjoying some liquidity.



Investment Policy Compliance

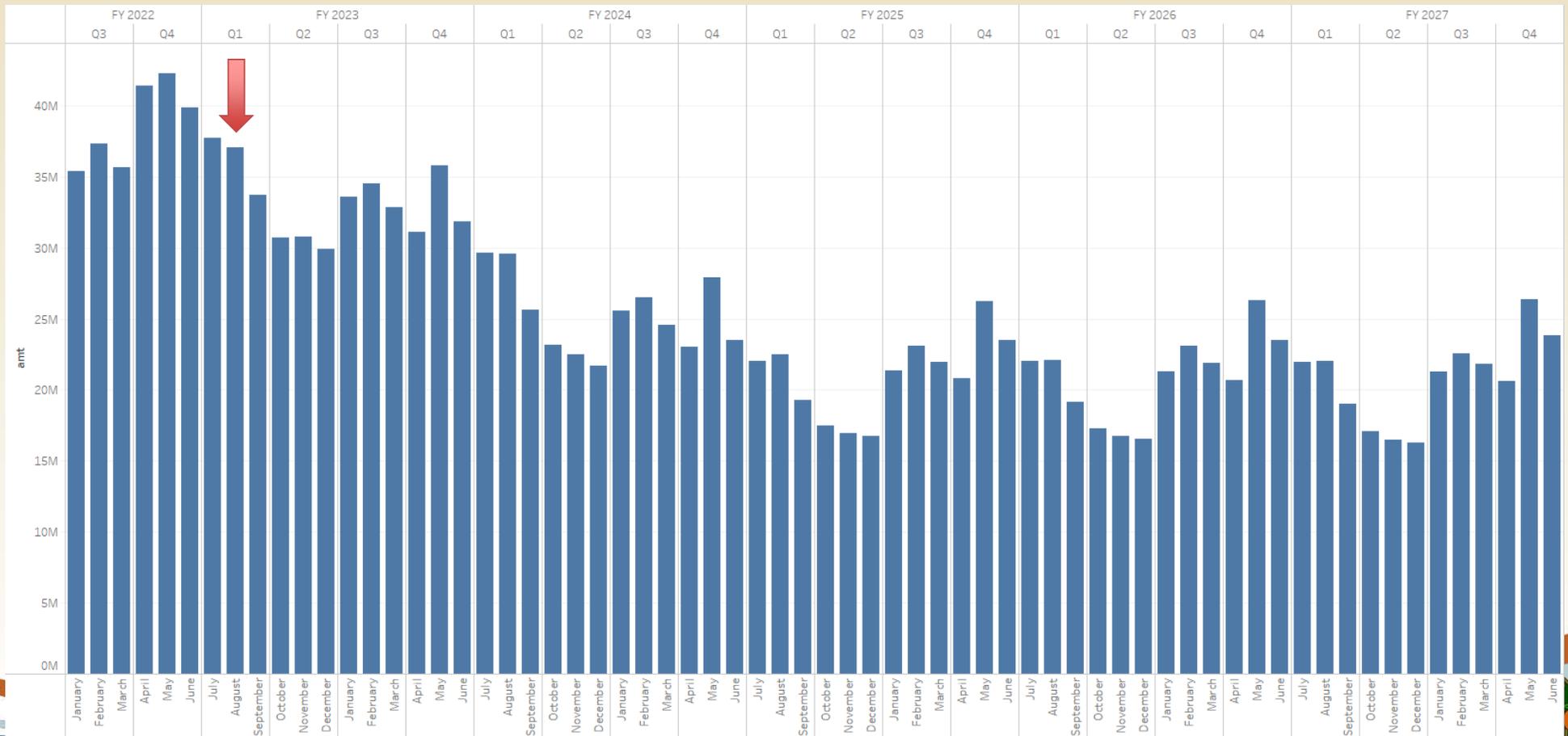
INVESTMENT POLICY COMPLIANCE MATRIX

Authorized Investment Category	City's Investment Policy Compliance Requirement				City's current investment status...		In-Compliance	Non-Compliance
	Maximum Maturity	Max Percentage of Portfolio	Max Investment in One Issuer	Positions Held	Total Investment	Maximum Maturity	Max Percentage of Portfolio	Max Investment in One Issuer
US Treasury Bills, Notes and Bonds	5 years	N/A	N/A	Yes	\$ 24,647,533	5 years	69.0%	\$ 9,999,930
Federal Agency Obligations	5 years	30%	15%	Yes	\$ 5,282,171	5 years	14.8%	4.2%
Negotiable CDs/Time Deposits	5 years	30%	\$ 250,000	No	\$ -	N/A	N/A	N/A
Non-Negotiable CDs/Time Deposits	5 years	40%	\$ 250,000	Yes	\$ 2,052,131	5 years	5.7%	\$ 249,000
Money Market Funds	N/A	20%	10%	Yes	\$ 185,838	1 month	0.5%	0.5%
Passbook Savings/Demand Deposits	N/A	N/A	N/A	No	\$ -	N/A	N/A	N/A
Commerical Paper	270 days	25%	10%	No	\$ -	N/A	N/A	N/A
Bankers Acceptances	180 banker days	30%	30%	No	\$ -	N/A	N/A	N/A
Local Agency Investment Fund (LAIF)	N/A	N/A	N/A	Yes	\$ 16,026	1 month	0.0%	0.0%
Orange County Investment Pool	N/A	N/A	N/A	No	\$ -	N/A	N/A	N/A
CalTrust (JPA)	N/A	N/A	N/A	No	\$ -	N/A	N/A	N/A
Calif. Asset Mgmt Program (CAMP)	N/A	N/A	N/A	Yes	\$ 3,544,217	1 month	9.9%	9.9%
Repurchase Agreements (Repos)	1 year	30%	N/A	No	\$ -	N/A	N/A	N/A

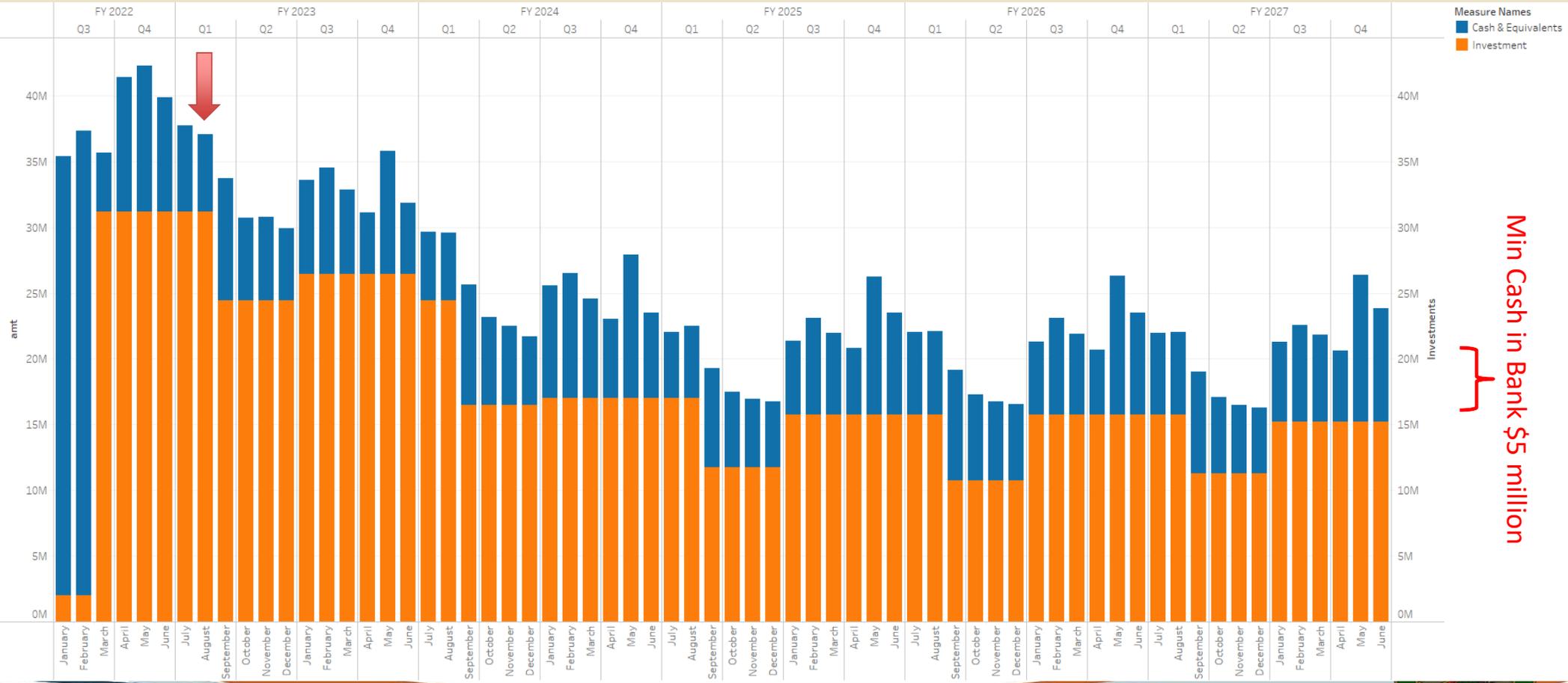
Data as of Feb 28, 2023



Forecasted Balance FY 2022-2027



Balanced & Laddered Investments FY 2022-2027

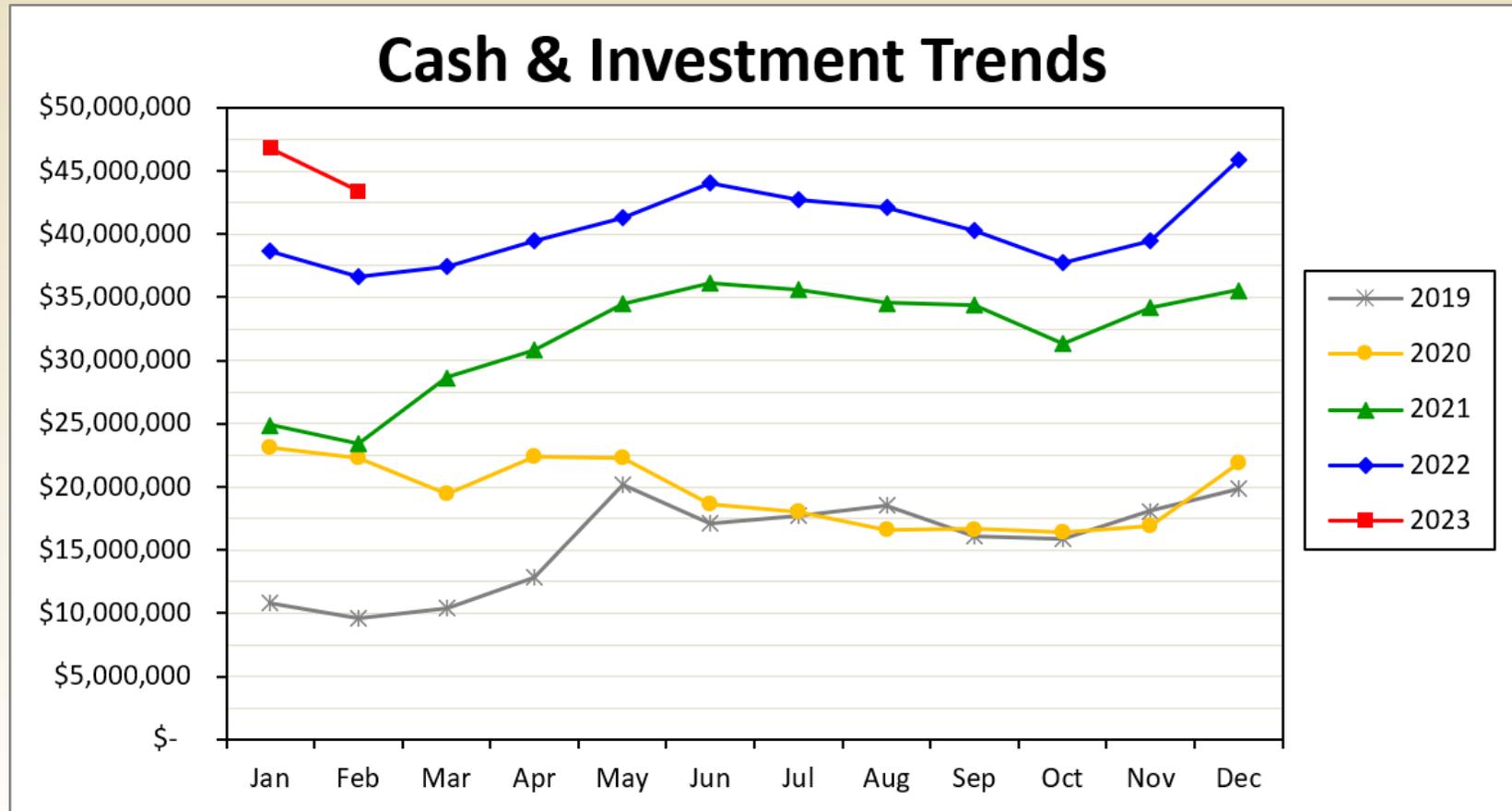


Performance by the Numbers

	Feb-2019	Feb-2020	Feb-2021	Feb-2022	Feb-2023
Cash in Bank	\$ 3,187,350	\$ 4,400,420	\$ 11,876,446	\$ 12,046,164	\$ 7,892,084
LAIF & CAMP	\$ 5,689,637	\$ 17,424,907	\$ 10,093,324	\$ 22,647,767	\$ 3,560,243
Other Investments	\$ 728,718	\$ 493,614	\$ 1,498,923	\$ 1,934,657	\$ 32,167,673
Total Cash & Invests	\$ 9,605,706	\$ 22,318,941	\$ 23,468,694	\$ 36,628,587	\$ 43,620,001
# of Investments	5	4	5	8	25
CAMP Yield	N/A	N/A	N/A	N/A	4.73%
LAIF Yield	2.39%	1.91%	0.41%	0.28%	2.62%
Other Invests Yield	1.86%	2.00%	2.25%	0.84%	2.80%
Weighted Avg Yield	2.35%	1.92%	0.75%	0.32%	2.80%
Trlg 12 mos earnings	\$ 93,358	\$ 249,664	\$ 178,534	\$ 69,707	\$ 935,409

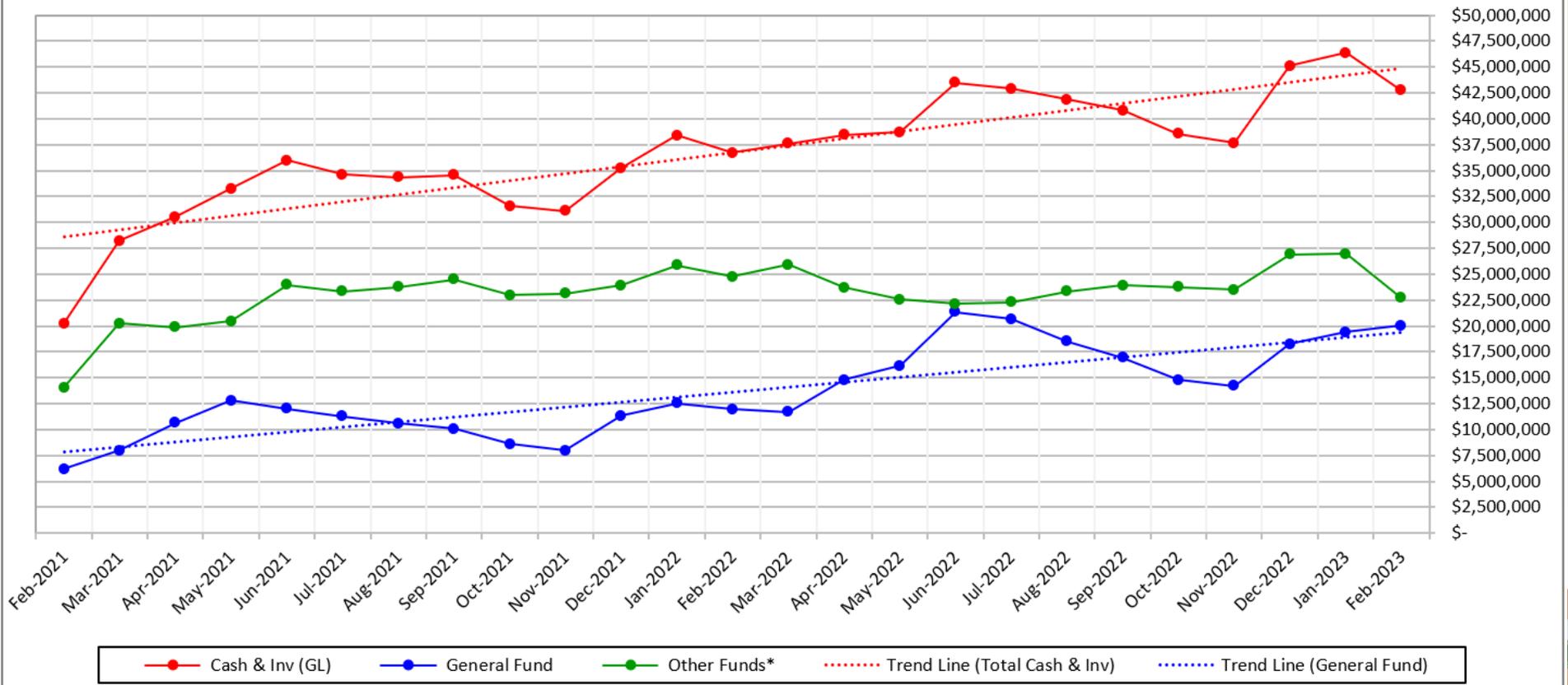


Cash & Investment Trends (2019 to 2023)



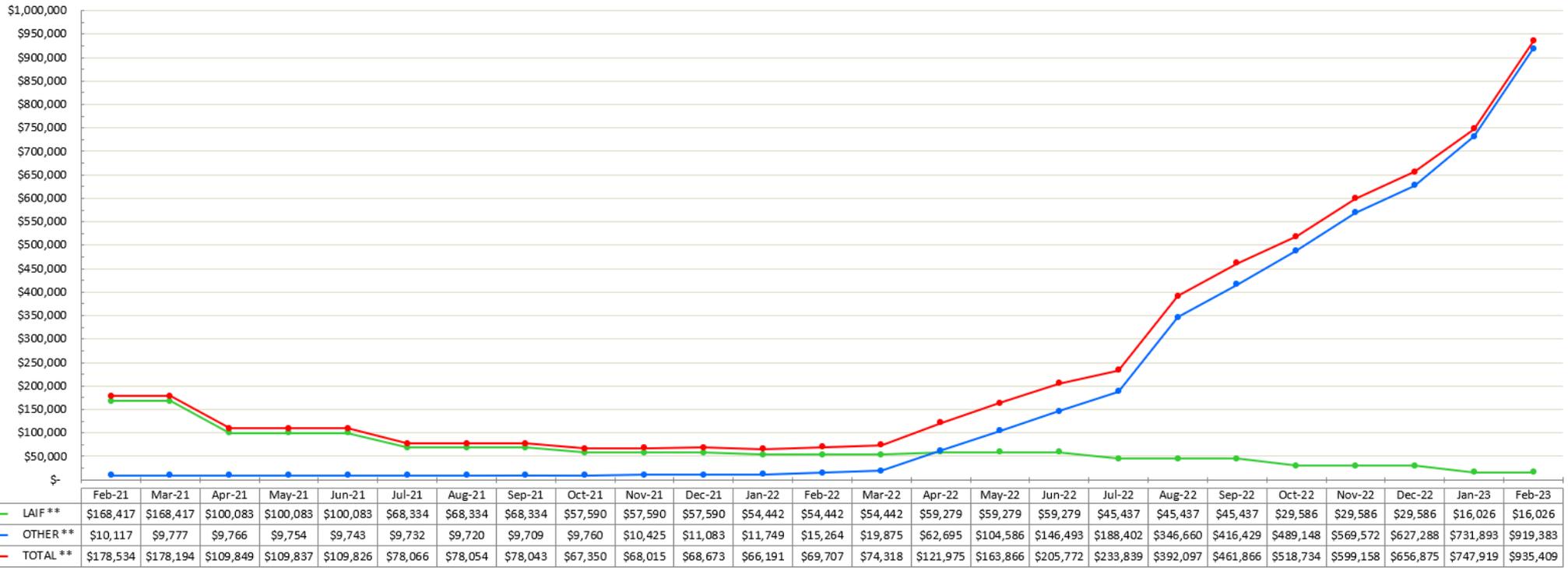
Cash by Fund Types (Feb-2021 to Feb-2023)

Available Cash by Fund Type (excl. Fiscal Agent)



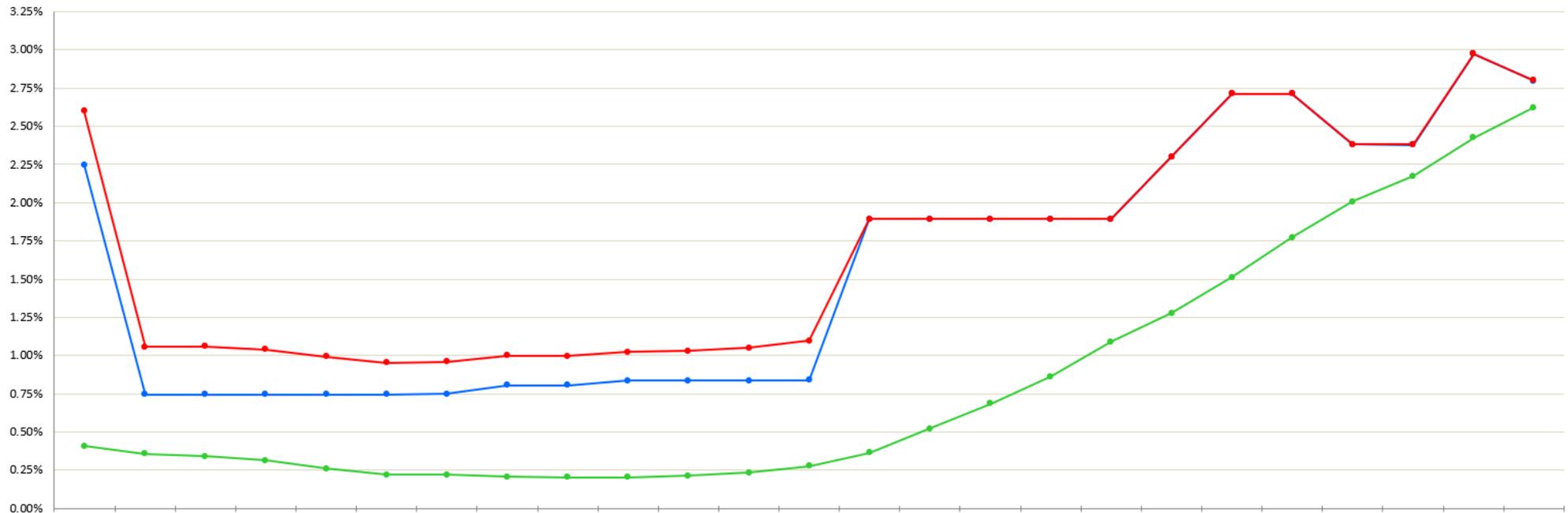
Investment Earnings (Feb-2021 to Feb-2023)

Cumulative Earned Income (TTM)



Investment Yield (Feb-2021 to Feb-2023)

Investments Performance Yield



	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23
LAIF	0.41%	0.36%	0.34%	0.32%	0.26%	0.22%	0.22%	0.21%	0.20%	0.20%	0.21%	0.23%	0.28%	0.37%	0.52%	0.68%	0.86%	1.09%	1.28%	1.51%	1.77%	2.01%	2.17%	2.43%	2.62%
OTHER	2.25%	0.75%	0.75%	0.75%	0.75%	0.75%	0.75%	0.80%	0.80%	0.84%	0.84%	0.84%	0.84%	1.89%	1.89%	1.89%	1.89%	1.89%	2.30%	2.71%	2.71%	2.38%	2.38%	2.97%	2.80%
WAY *	2.60%	1.06%	1.06%	1.04%	0.99%	0.95%	0.96%	1.00%	1.00%	1.02%	1.03%	1.05%	1.10%	1.89%	1.89%	1.89%	1.89%	1.89%	2.30%	2.71%	2.71%	2.38%	2.38%	2.97%	2.80%



Recommendations

- Retain existing engagement with Kosmont (KMT) – they're doing good work
 - Produce bank reconciliations within 15 days of month-end
 - Produce Treasurer Reports within 90 days of month-end
 - Finalize ACFR (CAFR) within 6 months of fiscal year-end



Questions?

