



## Regular Meeting Agenda July 2, 2024

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 Jeremy B. Yamaguchi  
District 3

Mayor Pro Tem Kevin Kirwin  
District 2

Rhonda Shader  
Councilmember  
District 1

Ward L. Smith  
Councilmember  
District 5

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**

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### *Mission Statement*

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

### *Vision Statement*

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

Copies of all agenda materials are available for public review in the Office of the City Clerk, online at [www.placentia.org](http://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  
July 2, 2024  
5:30 p.m. – City Council Chambers  
401 E. Chapman Avenue, Placentia, CA**

**CALL TO ORDER:**

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

**ORAL COMMUNICATIONS:**

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

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

1. Pursuant to Government Code Section 54956.9(d)(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. 2804)

**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  
July 2, 2024  
7:00 p.m. – City Council Chambers  
401 E. Chapman Avenue, Placentia, CA**

**CALL TO ORDER:**

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

**INVOCATION:** Chaplain Kenneth Milhandler

**PLEDGE OF ALLEGIANCE:**

**PRESENTATIONS:**

- a. **Proclamation of July 2024 as Parks and Recreation Month**  
Presenter: Mayor Yamaguchi and City Council  
Recipients: Karen Crocker, Director of Community Services and  
Veronica Ortiz, Deputy Director of Community Services
  
- b. **Recognition of Placentia Police and Fire Department Personnel for life saving efforts**  
Presenter: Mayor Yamaguchi  
Recipients: Police Officer Asad Khan, Fire Captain Josh Martin,  
Fire Engineer Samuel Listoe and Probationary Firefighter Mark Aguirre
  
- c. **Recognition of Gun Buy Back Event**  
Presenter: Supervisor Doug Chaffee  
Recipients: Police Officers John Martinez and Jeffery Irvine

**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. **Minutes**  
**City Council/Successor/ICDA/PPFA Regular Meetings of: November 21 and December 5, 2023**  
Recommended Action: Approve
- 1.c. **City Fiscal Year 2023-24 Register for July 2, 2024**  
**Check Register**  
Fiscal Impact: \$1,036,950.83  
Recommended Action: It is recommended that the City Council:  
 1) Receive and file
- 1.d. **Acceptance of Construction Work and Notice of Completion for the Purchase, Fabrication, and Installation of a Manufactured Butler Building for the Placentia Public Safety Center Project, No. 5213**  
Fiscal Impact:
- |           |            |                                     |
|-----------|------------|-------------------------------------|
| Expense:  | \$ 939,809 | Original Construction Contract      |
|           | \$ 34,826  | Contract Change Orders No. 1-2      |
|           | \$ 974,635 | Total Construction Cost             |
| Budgeted: | \$ 974,635 | FY 2023-24 CIP Budget (105213-6850) |
- Recommended Action: It is recommended that the City Council:  
 1) Accept the work performed by BlueScope Construction, for the Purchase, Fabrication, and Installation of a Manufactured Butler Building for the Placentia Public Safety Center Project, for a grand total amount of \$974,635; and  
 2) Authorize the City Administrator to file a Notice of Completion with the Orange County Clerk-Recorder's Office for the Project; and  
 3) Authorize the City Administrator to release retention funds in accordance with the terms of the contract.
- 1.e. **Resolution to Adopt a Memorandum of Understanding between the City of Placentia and the Placentia Police and Fire Management Association for the Period of June 9, 2024 through June 30, 2025**  
Fiscal Impact:
- |   |                       |
|---|-----------------------|
| Fiscal Year 2023-24 & Fiscal Year 2024-25 | \$635,000 (Estimated) |
|---|-----------------------|
- Recommended Action: It is recommended that the City Council:  
 1) Rescind Resolutions R-2024-36 previously adopting the MOU on June 4, 2024 and R-2024-37 previously adopting the related budget allocation on June 4, 2024 and adopt Resolution R-2024-47 approving the terms between the City and the Police and Fire Management Association (PPFMA); and  
 2) Authorize the City Administrator to execute a Memorandum of Understanding (MOU) based upon the terms for PPFMA on behalf of the City, in a form approved by the City Attorney's Office.
- 1.f. **Resolution Adopting the Annual Statement of Investment Policy for Fiscal Year 2024-25**  
Fiscal Impact: None  
Recommended Action: It is recommended that the City Council:  
 1) Adopt Resolution No. R-2024-46, a Resolution of the City Council of the City of Placentia, California, adopting the annual Statement of Investment Policy for the Fiscal Year 2024-25.

1.g. **Amendment No. 2 to Professional Services Agreement with HdL Companies for Sales Tax Analysis and Auditing Services**

Fiscal Impact:

Expense: \$6,540 Annual Fee Plus Additional Fees Contingent on Recovered Revenue Budgeted in FY2024-25 Proposed Budget (102020-6099)

Recommended Action: It is recommended that the City Council:

- 1) Approve Amendment No. 2 to the Professional Services Agreement with Hinderliter, de Llamas and Associates (HdL Companies) for Sales Tax Analysis and Auditing Services for a term ending June 30, 2025; and
- 2) Authorize the City Administrator and/or his designee to execute all the necessary documents in a form approved by the City Attorney.

1.h. **Resolution Authorizing the Temporary Suspension of Regulatory Ordinance Pertaining to the Operation of the Placentia Rotary Club Cowabunga Fundraiser Event on Saturday, September 7, 2024, at Kraemer Memorial Park**

Fiscal Impact: \$4,225 (Staff Costs)

Recommended Action: It is recommended that the City Council:

- 1) Approve a facility rental/use agreement with the Placentia Rotary Club to host the annual Cowabunga fundraiser event at Kraemer Memorial Park and authorize the City Administrator or designee to execute all applicable documents; and
- 2) Adopt Resolution No. R-2024-37, A Resolution of the City Council of the City of Placentia Authorizing the Temporary Suspension of Regulatory Sections 10.28.010 and 23.76.050 of the Placentia Municipal Code for the operation of the Cowabunga fundraiser event on Saturday, September 7, 2024, from 2:00 p.m. to 9:00 p.m. at Kraemer Memorial Park located at 201 N. Bradford Avenue; and b) granting authority to the City Administrator or his/her designee to authorize the temporary suspension of the regulatory ordinance Section 10.28.010 and Section 23.76.050 of the Placentia Municipal Code for the operation of the Placentia Rotary Club Cowabunga Fundraiser Event held annually in September for the next five (5) years through 2029; and
- 3) Consider approving the Staff's recommendation to only waive facility use/rental fees for the use of Kraemer Memorial Park and not Staff costs or the damage deposit associated with the operation of the event.

1.i. **Notice of General Municipal Election – November 5, 2024**

Fiscal Impact:

Estimated Expense: \$75,000  
Budgeted: \$75,000 FY 2024-25 (101002-6299)

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. R-2024-48, a Resolution of the City Council of the City of Placentia calling for the holding of a General Municipal Election to be held on Tuesday November 5, 2024 to elect City Council Members for Districts 1, 3 and 5; electing a City Treasurer, and requesting consolidation with the Statewide General Election being held on that date; and
- 2) Adopt Resolution No. R-2024-49, a Resolution of the City Council of the City of Placentia, California, adopting regulations for candidates for elective office pertaining to candidates' statements submitted to the voters at an election to be held on Tuesday, November 5, 2024.

**2. PUBLIC HEARINGS: None**

**3. REGULAR AGENDA:**

- 3.a. **A Resolution of the City Council of the City of Placentia, California, Adopting the 2024 Draft Local Hazard Mitigation Plan which has received approval pending adoption by the Federal Emergency Management Agency (FEMA)**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council: Adopt Resolution No. R-2024-50, A Resolution of the City Council of the City of Placentia, California, adoption of the 2024 Draft Local Hazard Mitigation Plan as its official plan.

**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, July 16, 2024 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:

- NOC: La Placita Parkette
- NOC: FY 2022/23 Street Rehabilitation Project
- Award of Contract for Park Maintenance Services
- Amendment No. 2 to PSA with Team One Management for Park Restroom Maintenance Services
- Amendment No. 5 to PSA Biggs Cardosa for Golden Avenue Bridge
- Annual Military Equipment Report per AB 481
- PSA for Specific Plan 5 Corridor Plan and Specific Plan Update
- PSA with Moetivations Inc. for Temporary Dispatcher on Demand Services

**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 July 2, 2024 meetings of the City Council, Successor Agency, Industrial Commercial Development Authority, and the Placentia Public Financing Authority was posted on June 27, 2024.

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Carole M. Wayman  
Deputy City Clerk

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

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**There was no Closed Session**

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

**ROLL CALL:**

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

ABSENT: None

**STAFF PRESENT:**

City Attorney/Authority Counsel Scott Porter; City Administrator Damien Arrula; Deputy City Administrator Rosanna Ramirez; Deputy City Administrator Luis Estevez; Police Chief Brad Butts; Fire Chief Jason Dobine; Director of Finance Jennifer Lampman; Director of Community Services Karen Crocker; Director of Development Services Joe Lambert; Deputy Director of Administrative Services Jeannette Ortega; City Treasurer Kevin Larson; City Clerk Robert McKinnell; Deputy City Clerk Carole M. Wayman

**INVOCATION:** Chaplain Tony Mercado

**PLEDGE OF ALLEGIANCE:** Officer Alex Eaton

**PRESENTATIONS:**

a. **Recognition of Student Speakers from Veterans Day Observance Ceremony**

Recipients: Avery Amsbury and J.D. Cavalluzzi, El Dorado High School Students

Presenters: Mayor Smith and City Council Members

Mayor Smith presented certificates of appreciation to Avery Amsbury and J.D. Cavalluzzi for their participation and presentations at the City's recent Veterans Day ceremony.

b. **CalOptima Medi-Cal Fresh Renewal Process**

Presenter: Supervisor Doug Chaffee, Michael Hunn, CEO CalOptima and An Tran, Director of Orange County Social Services Agency

Supervisor Doug Chaffee, Michael Hunn, CEO of Cal Optima and An Tran, Director of O.C. Social Services agency provided an update on the Medi-Cal Fresh Renewal registration process. City Administrator Arrula and City Council members expressed appreciation for the presentation.

c. **Proclamation of November 25, 2023 as Small Business Saturday**

Presenter: Mayor Smith

Mayor Smith announced the proclamation for Small Business Saturday noting that the Saturday after Thanksgiving is known as Small Business Saturday and urged all to support local businesses.

**CLOSED SESSION REPORT:** None

**CITY ADMINISTRATOR REPORT:**

City Administrator Arrula welcomed and introduced three (3) new City of Placentia employees.

Police Officer Alex Eaton attended Bonita High School in La Verne, and after graduation, he took classes at Citrus College and Mt. San Antonio College. He previously worked as an EMT for Emergency Ambulance and was assigned to the Placentia area. Alex attended Rio Hondo Police Academy and graduated on May 3rd.

Public Works Manager Samantha Byfield graduated from San Pasqual High School in Escondido. After high school, Samantha attended Cal State San Marcos University and studied political science. She also obtained a master's in criminal justice from Arizona State University. Samantha previously worked for the City of San Marcos in the Public Works Department.

Public Works Custodian Oscar Romo graduated from Magnolia High School in Anaheim. After high school, Oscar attended Bryman College. Oscar previously worked for the Magnolia School District for 16 years.

**ORAL COMMUNICATIONS:** None

**CITY COUNCIL/BOARD MEMBER COMMENTS:**

Councilmember Shader reported her attendance at the following:

- O.C. Human Relations meeting
- Placentia Veterans Day Observance Event
- Tour of City of Hope Housing Project in Anaheim
- Joint Use meeting with the Library and the City
- Placentia Roundtable Women's Club Festival of Trees Fundraiser

Councilmember Kirwin reported his attendance at the following:

- Placentia Veterans Day Observance Event
- El Dorado High School Veterans Day ceremony
- Thanksgiving food distribution at Whitten Center

He announced the Thanksgiving Holiday closure and provided contact information for non-life-threatening emergencies.

Councilmember Wanke reported his attendance at the following:

- Orange County Sanitation District Administration and Board meetings
- Open House for Alta Med in Santa Ana

He promoted the upcoming Christmas Tree Lighting Ceremony on November 30, 2023 from 6-8 p.m. and encouraged all to attend.

Mayor Pro Tem Yamaguchi reported his attendance at the following:

- Placentia Veterans Day Observance Event
- Thanksgiving food distribution at Whitten Center
- Mayor's Annual Prayer breakfast
- Santa Ana River Flood Protection Agency Meeting
- SiFi Smart Cities symposium at Alta Vista

He promoted the City's annual holiday toy drive and announced drop off locations.

Mayor Smith reported his attendance at the following:

- Placentia Veterans Day Observance Event
- Tour of the Navigation Center
- Thanksgiving Meal Service day with Lot 318
- Thanksgiving food distribution at Whitten Center

He thanked former Councilmember Green for his emcee services at the Veterans day observance event and Community Services Staff for their efforts at the Thanksgiving food distribution at the Whitten Center.

**1. CONSENT CALENDAR (Items 1.a. through 1.m.):**

Mayor Pro Tem Yamaguchi pulled Item Nos. 1.d, 1.e, 1.f. and 1.g., for further discussion. Motion by Yamaguchi, seconded by Kirwin, and carried a (5-0) vote to approve the balance of the Consent Calendar, as recommended.

- 1.a. **Consideration to Waive Reading in Full of all Ordinances and Resolutions**  
Fiscal Impact: None  
Recommended Action: Approve  
**(Approved 5-0, as recommended)**
- 1.b **Minutes**  
**City Council/Successor/ICDA/PPFA Regular Meetings of: April 18, 2023 and May 2, 2023 and Special Meeting of May 2, 2023**  
Recommended Action: Approve  
**(Approved 5-0, as recommended)**
- 1.c. **City Fiscal Year 2023-24 Registers for November 21, 2023**  
**Check Register**  
Fiscal Impact: \$2,096,983.60  
**Electronic Disbursement Register**  
Fiscal Impact: \$ 953,190.98  
Recommended Action: It is recommended that the City Council:  
 1) Receive and file  
**(Received and Filed, as recommended)**
- 1.d. **Professional Services Agreements for On-Call Civil Engineering Services**  
Fiscal Impact:  
 Expense: \$500,000 Total Contract Not-to-Exceed Amounts  
 (Various CIP Projects)  
Recommended Action: It is recommended that the City Council:  
 1) Approve a Professional Services Agreement with NV5, Inc., for professional consulting services to provide on-call professional civil engineering services for a term of three (3) years with one (1) two-year term extension based upon performance and at the discretion of the City, in an amount not-to-exceed \$500,000; and  
 2) Approve a Professional Services Agreement with HR Green Pacific, Inc. for professional consulting services to provide on-call professional civil engineering services for a term of three (3) years with one (1) two-year term extension based upon performance and at the discretion of the City, in an amount not-to-exceed \$500,000; and  
 3) Approve a Professional Services Agreement with Infrastructure Engineers, a Bowman Company, for professional consulting services to provide on-call professional civil engineering services for a term of three (3) years with one (1) two-year term extension based upon performance and at the discretion of the City, in an amount not-to-exceed \$500,000; and  
 4) Approve a Professional Services Agreement with Ardurra Group, Inc. for professional consulting services to provide on-call professional civil engineering services for a term of three (3) years with one (1) two-year term extension based upon performance and at the discretion of the City, in an amount not-to-exceed \$500,000; and  
 5) Approve a Professional Services Agreement with Tait and Associates, Inc. for professional consulting services to provide on-call professional civil engineering services for a term of three (3) years with one (1) two-year term extension based upon performance and at the discretion of the City, in an amount not-to-exceed \$500,000; and  
 6) Authorize the City Administrator to approve any contract term extensions based upon consultant performance and amendments up to 10% of the contract not-to-exceed amounts, or \$50,000; and  
 7) Authorize the City Administrator to execute the above-mentioned Professional Services Agreements, in forms approved by the City Attorney.  
**(Approved 5-0, as recommended)**

Mayor Pro Tem Yamaguchi pulled Item 1.d. to question the dollar amount listed in the Staff Report stating that it is important that the public is made aware of the total expense for all five (5) contracts. Deputy City Administrator Estevez confirmed that the total dollar amount should be \$2.75 million for all five (5) contracts rather than \$500,000 which is the amount for each contract.

Councilmember Kirwin inquired about the amount spent last year under similar bench list contracts. Deputy City Administrator Estevez responded that this is the first year using a bench list for on-call civil engineering projects. The City has been utilizing individual RFPs for projects.

Councilmember Shader commented on the importance of bench lists to keep large CIP projects moving forward without delays.

Councilmember Wanke expressed concerns about utilizing a bench list and requested an example of a project in which a bench list would be utilized.

Deputy City Administrator Estevez responded that annual street resurfacing projects, park renovation projects and sewer rehab projects are all examples of projects in which a bench list might be used. He noted that a bench list would be used for most CIP projects when needed.

City Administrator Arrula stated that the City has used bench list for other services in the past. The purpose of this type of project delivery method is essentially to focus on efficiency and economies of scale. The intent is to speed up the bidding process and keep projects moving. He gave several examples of the benefits of using a bench list.

Councilmember Kirwin asked if it is anticipated that one of these firms could come up to the \$500,000 dollar amount.

Deputy City Administrator Estevez provided a recent example for architectural services and discussed the process to ensure that competitive pricing, quality control and customer service is maintained. He added that there is no guarantee that these firms will be used.

Mayor Pro Tem Yamaguchi expressed concerns about the growth in position allocations over the years and the impression that more of this type of work could be handled in house rather than contracted out.

Motion by Yamaguchi, seconded by Kirwin, and carried a (5-0) vote to approve Item 1.d., as recommended and amended to reflect the total expense amount of \$2.75 million for all five (5) contracts.

1.e. **Professional Services Agreements for On-Call Private Development Plan Check Services**

Fiscal Impact:

Expense: \$350,000 Professional Engineering Services  
(103551-6290)

Revenue: \$350,000 Pass-Through Cost 100% Covered by Applicant  
Plan Check Fees (103551-4399)

Recommended Action: It is recommended that the City Council:

- 1) Approve a Professional Services Agreement with HR Green Pacific, Inc. for professional consulting services to provide on-call private development plan check services for a term of three (3) years with one (1) two-year term extension based upon performance and at the discretion of the City, in an amount not-to-exceed \$350,000; and
- 2) Approve a Professional Services Agreement with NV5, Inc. for professional consulting services to provide on-call private development plan check services for a term of three (3) years with one (1) two-year term extension based upon performance and at the discretion of the City, in an amount not-to-exceed \$350,000; and
- 3) Approve a Professional Services Agreement with Bureau Veritas North America, Inc. for professional consulting services to provide on-call private development plan check services for a term of three (3) years with one (1) two-year term extension based upon performance and at the discretion of the City, in an amount not-to-exceed \$350,000; and
- 4) Authorize the City Administrator to approve any contract term extensions based on performance and amendments up to 10% of the contract not-to-exceed amount, or \$35,000; and

- 5) Authorize the City Administrator to execute the above-mentioned Professional Services Agreements, in forms approved by the City Attorney.

**(Approved 5-0, as recommended)**

Mayor Pro Tem Yamaguchi pulled Item 1.e. to question the dollar amount listed in the Staff Report stating that it is important that the public is made aware of the total expense for all three (3) contracts. Deputy City Administrator Estevez confirmed that the total dollar amount should be \$1.15 million for all three (3) contracts rather than \$350,000, which is the amount for each contract.

Motion by Yamaguchi, seconded by Wanke, and carried a (5-0) vote to approve Item 1.e., as recommended and amended to reflect the total expense amount of \$1.155 million for all three (3) contracts.

1.f. **Professional Services Agreements for On-Call Professional Arborist Services**

Fiscal Impact:

Expense: \$150,000 Total Contract Not-to-Exceed Amounts  
(Various CIP Projects)

Recommended Action: It is recommended that the City Council:

- 1) Approve a Professional Services Agreement with ArborPro, Inc., for professional consulting services to provide on-call professional arborist services for a term of three (3) years with one (1) two-year term extension based upon performance and at the discretion of the City, in an amount not-to-exceed \$150,000; and
- 2) Approve a Professional Services Agreement with Lasting Images Landscape for professional consulting services to provide on-call professional arborist services for a term of three (3) years with one (1) two-year term extension based upon performance and at the discretion of the City, in an amount not-to-exceed \$150,000; and
- 3) Approve a Professional Services Agreement with West Coast Arborists, Inc., for professional consulting services to provide on-call professional arborist services for a term of three (3) years with one (1) two-year term extension based upon performance and at the discretion of the City, in an amount not-to-exceed \$150,000; and
- 4) Authorize the City Administrator to approve the available contract term extensions based upon consultant performance and amendments up to 10% of the contract not-to-exceed amount, or \$15,000 on each contract; and
- 5) Authorize the City Administrator to execute the above-mentioned Professional Services Agreements, in forms approved by the City Attorney.

**(Approved 5-0, as recommended)**

Mayor Pro Tem Yamaguchi pulled Item 1.f. to question the dollar amount listed in the Staff Report stating that it is important that the public is made aware of the total expense for all three (3) contracts. Deputy City Administrator Estevez confirmed that the total dollar amount should be \$450,000 plus the contingency for all three (3) contracts rather than \$150,000, which is the amount for each contract.

Councilmember Wanke commented on the City's good relationship with West Coast Arborist and questioned why two (2) other firms are necessary.

Deputy City Administrator Estevez explained the reasons for having a separate maintenance contract with West Coast Arborists and a bench list with two other firms. He commented on the need to get a second opinion for City tree removals and other arborist services.

Mayor Smith commented that he has been satisfied with the ability, scope and range of services provided by West Coast Arborists but understands the need to obtain second opinions.

Councilmember Shader expressed support for the item.

Motion by Yamaguchi, seconded by Shader, and carried a (5-0) vote to approve Item 1.f., as recommended and amended to reflect the total expense amount of \$450,000 plus contingency of \$4,500 for each of the three (3) contracts.

1.g. **Professional Services Agreements for On-Call Landscape Architectural Services**  
Fiscal Impact:

Expense: \$350,000 Total Contract Not-to-Exceed Amounts  
(Various CIP Projects)

Recommended Action: It is recommended that the City Council:

- 1) Approve a Professional Services Agreement with RJM Design Group, Inc., for professional consulting services to provide on-call landscape architectural design services for a term of three (3) years with one (1) two-year term extension available based upon performance and at the discretion of the City, in an amount not-to-exceed \$350,000; and
- 2) Approve a Professional Services Agreement with David Volz Design Landscape Architecture, Inc., for professional consulting services to provide on-call landscape architectural design services for a term of three (3) years with one (1) two-year term extension available based upon performance and at the discretion of the City, in an amount not-to-exceed \$350,000; and
- 3) Approve a Professional Services Agreement with MIG, Inc., for professional consulting services to provide on-call landscape architectural design services for a term of three (3) years with one (1) two-year term extension available based upon performance and at the discretion of the City, in an amount not-to-exceed \$350,000; and
- 4) Approve a Professional Services Agreement with Hirsch and Associates, Inc., for professional consulting services to provide on-call landscape architectural design services for a term of three (3) years with one (1) two-year term extension available based upon performance and at the discretion of the City, in an amount not-to-exceed \$350,000; and
- 5) Approve a Professional Services Agreement with RHA Landscape Architects, Planners Inc., for professional consulting services to provide on-call landscape architectural design services for a term of three (3) years with one (1) two-year term extension available based upon performance and at the discretion of the City, in an amount not-to-exceed \$350,000; and
- 6) Authorize the City Administrator to approve any contract term extensions based on performance and amendments up to 10% of the contract not-to-exceed amount, or \$35,000; and
- 7) Authorize the City Administrator to execute the above-mentioned Professional Services Agreements, in forms approved by the City Attorney.

**(Approved 5-0, as recommended)**

Mayor Pro Tem Yamaguchi pulled Item 1.g. to question the dollar amount listed in the Staff Report stating that it is important that the public is made aware of the total expense for all five (5) contracts. Deputy City Administrator Estevez confirmed that the total dollar amount should be \$1.925 million for all five (5) contracts rather than \$350,000, which is the amount for each contract.

Motion by Yamaguchi, seconded by Shader, and carried a (5-0) vote to approve Item 1.g., as recommended and amended to reflect the total expense amount of \$1.925 million for all three (3) contracts.

1.h. **Amendment No. 1 to Professional Services Agreement with Bucknam Infrastructure Group Inc., for The Pavement Management Plan Report**

Fiscal Impact:

Expense: \$ 24,977.00 Amendment Amount  
Available Budget: \$165,210.00 Fiscal Year 2022-23 CIP Budget  
(109800-6850, JL 24104-6740)

Recommended Action: It is recommended that the City Council:

- 1) Approve Amendment No. 1 to the Professional Services Agreement with Bucknam Infrastructure Group for an additional \$24,977 to provide additional professional services for a street name sign inventory for a cumulative contract not-to-exceed amount of \$64,742; and
- 2) Authorize the City Administrator to approve contract change orders up to 10% of the contract not-to-exceed amount, or \$6,474; and

3) Authorize the City Administrator and/or his designee to execute the necessary documents, in a form approved by the City Attorney.

**(Approved 5-0, as recommended)**

1.i. **Professional Services Agreement with Bureau Veritas Technical Assessments, LLC., for Citywide Asset Management Program and Purchase of Brightly Asset Management Software Module**

Fiscal Impact:

Expense: \$119,254.44 Professional Services Agreement  
\$ 11,925.44 Total Contingency Amount  
\$131,179.88 Total Amount

\$ 35,774.53 Purchase Of Software Module  
\$ 3,577.45 Total Contingency Amount  
\$ 39,351.98 Total Amount

Budgeted: \$170,531.86 Grand Total Amount  
\$171,000.00 Total Project Budget  
\$100,000.00 FY 2023-24 CIP Budget  
(109800-6770 JL#24903-6770)  
\$ 71,000.00 Proposed Budget Resolution  
(799800-6770 JL#24903-6770)

Recommended Action: It is recommended that the City Council:

- 1) Award a Professional Services Agreement to Bureau Veritas for a not-to-exceed amount of \$119,254.44 to prepare a Citywide Asset Management Program.
- 2) Authorize the City Administrator to approve any change orders up to 10% of the contract not-to-exceed amount, or \$11,925.44; and
- 3) Approve a Purchase Order with Brightly Software, Inc., formerly known as Dude Solutions, Inc. ("DSI"), pursuant to Sourcewell procurement contract #090320-SDI for the purchase of the Brightly Asset Essentials Module™ for \$35,774.53; and
- 4) Authorize the City Administrator to approve any change orders up to 10% of the contract not-to-exceed amount, or \$3,577.45; and
- 5) Adopt Resolution No. R-2023-88, A Resolution of the City Council of the City of Placentia, California authorizing a budget amendment in Fiscal Year 2023-24 in compliance with City Charter of the City of Placentia §§1206 and 1209 pertaining to appropriations for actual expenditures; and
- 6) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

**(Approved 5-0, as recommended)**

1.j. **Approval of Resolution Authorizing Grant Application and Support for Kraemer Boulevard/Glassell Street/Grand Avenue (KGG) Regional Traffic Signal Synchronization Project**

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

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. R-2023-87, a Resolution of the City Council of the City of Placentia, California authorizing an application and support for the Kraemer Boulevard/Glassell Street/Grand Avenue (KGG) RTSSP for funds from the Orange County Transportation Authority under the competitive Measure M2 Regional Transportation Signal Synchronization Program.

**(Approved 5-0, as recommended)**

1.k. **Updated Resolution Approving the Transition of The City's Defined Contribution Plan for Eligible Employees from Public Agency Retirement Services (PARS) to The ICMA Retirement Corporation Governmental Profit-Sharing Plan & Trust and Repealing Resolution No. R-2023-79**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution R-2023-89 authorizing the transition of the City's Defined Contribution Plan for Eligible Employees from PARS to ICMA Retirement Corporation Governmental Profit-Sharing Plan & Trust and repealing Resolution No. R-2023-79 and the discontinuance of the City's participation in the Public Agency Retirement System (PARS) Defined Contribution Plan and related services of PARS as Trust Administrator, U.S. Bank N.A. as Trustee, and John Hancock Retirement Services as Custodian/Record Keeper with updated dates; and
  - 2) Authorize the City Administrator to execute all necessary documents.
- (Approved 5-0, as recommended)**

1.l. **Approval of Final Tract Map No. 19251 for the Development of an Approximate 0.40 Acre Site with 12 Residential Townhome Condominium Units located along the West Side of Van Buren Street at 503 and 513 South Van Buren Street**

Fiscal Impact:

Recommended Action: It is recommended that the City Council:

- 1) Approve Final Tract Map No. 19251, subject to final review and approval by the County Surveyor; and
  - 2) Accept the offers of easement dedication for emergency access, and accept the easement dedications for the Public Roadway and Utility improvements; and
  - 3) Authorize the Mayor and City Clerk to execute a Subdivision Improvement Agreement, in a form approved by the City Attorney for public improvements associated with Tract Map 19251; and
  - 4) Authorize the City Clerk to sign Final Tract Map No. 19251.
- (Approved 5-0, as recommended)**

1.m. **Second Reading and Adoption of Ordinance No. 2023-04, an Ordinance of The City Council of The City of Placentia, California Amending Section 13.48.160 (Title 13 – Vehicles & Traffic) and Adding Chapters 8.10 – Sidewalk Vending (Health & Sanitation) and 13.50 – Sales of Goods From Vehicles (Vehicles & Traffic), To Establish a Regulatory Framework for the Sales of Food And Merchandise From Sidewalk Vendors and Food Trucks**

Fiscal Impact: None

Recommended Action: Approve

**(Approved 5-0, as recommended)**

**2. PUBLIC HEARINGS:** None

**3. REGULAR AGENDA:**

3.a. **Study Session: Review Proposed Updates to The Committee Commission and Advisory Board Manual**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Receive and file the Staff Report and Presentation; and
- 2) Ask any questions of Staff; and
- 3) Review, discuss and make any recommendations for updates to the Committee Commission and Advisory Board Manual; and
- 4) Direct Staff to return to the City Council to formally adopt a Resolution updating the Committee Commission and Advisory Board Manual.

**(Received and filed, as recommended. Direction provided.)**

City Administrator Arrula introduced Deputy Director of Administrative Services Ortega who gave a brief presentation on the proposed updates to the Committee Commission and Advisory Board Manual. He noted that tonight's meeting will consist of a dialogue and policy conversation about what the Council would like to see in the manual. The manual being presented tonight is in draft form. He noted that Bill Kelly of Kelly Associates Management Group and City Attorney Collins were available to answer any questions.

Bill Kelly gave a presentation on the proposed updates to the Committee Commission and Advisory Board Manual.

Councilmember Kirwin expressed the need to provide the public with more information and involve them earlier in the process, rather than later.

A discussion ensued about the definition of ad-hoc committees. City Attorney Collins noted that an ad-hoc committee is one that is limited in duration and limited in scope and objective. He also discussed Brown Act provisions.

There was discussion about the Housing, Community and Economic Development Committee regarding the scope and composition of members on this committee and whether the committee should be a standing or ad-hoc committee.

City Administrator Arrula recommended that the Council review each section of the manual and provide direction. Direction was provided.

City Administrator Arrula noted that the manual will come back to the Council in late January or early February with the revisions provided by Council.

**CITY COUNCIL/BOARD MEMBERS REQUESTS:**

Mayor Smith and Councilmembers extended wishes to all for a Happy Thanksgiving. Mayor Smith noted he and several Councilmembers attended an event hosted by Supervisor Chafee recognizing National Kindness Day.

**ADJOURNMENT:**

The City Council/Successor Agency/ICDA/PPFA Board of Directors adjourned in memory of Edward "Eddie" Castro, long time Placentia resident and Historical Committee member, at 9:43 p.m. to a regular City Council meeting on Tuesday, December 5, 2023 at 5:30 p.m.

\_\_\_\_\_  
Ward L. Smith, Mayor/Agency Chair

ATTEST:

\_\_\_\_\_  
Robert S. McKinnell, City Clerk/  
Agency Secretary

**PLACENTIA CITY COUNCIL  
PLACENTIA CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE  
PLACENTIA REDEVELOPMENT AGENCY  
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY  
PLACENTIA PUBLIC FINANCING AUTHORITY  
MINUTES  
REGULAR MEETING  
December 5, 2023  
5:30 p.m. – City Council Chambers  
401 E. Chapman Avenue, Placentia, CA**

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

**ROLL CALL:**

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

ABSENT: None

**ORAL COMMUNICATIONS:**

Mayor Smith opened Oral Communications for the Closed Session. City Clerk McKinnell stated that the City Clerk's Office had received no public comment for the Closed Session. Mr. McKinnell announced the Closed Session matter and case.

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

1. Pursuant to Government Code Section 54956.8  
**CONFERENCE WITH REAL PROPERTY NEGOTIATOR**  
Property: 325 Baker Street  
Agency Negotiator: Damien R. Arrula, City Administrator  
Negotiating Party: Damien R. Arrula, City Administrator  
Under Negotiations: Price and Terms of Payment
  
2. Pursuant to Government Code Section 54956.9(d)(1)  
**CONFERENCE WITH LEGAL COUNSEL – Existing Litigation**  
People of the State of California v. Herbert Norris Trotter, OCSC Case No. 17NF0497.

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

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

**ROLL CALL:**

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

ABSENT: None

**STAFF PRESENT:**

City Attorney/Authority Counsel Christian Bettenhausen; City Administrator Damien Arrula; Deputy City Administrator Rosanna Ramirez; Deputy City Administrator Luis Estevez; Police Chief Brad Butts; Fire Chief Jason Dobine; Director of Finance Jennifer Lampman; Director of Community Services Karen Crocker; Director of Development Services Joe Lambert; Deputy Director of Administrative Services Jeannette Ortega; City Treasurer Kevin Larson; City Clerk Robert McKinnell

**INVOCATION:** Chaplain Kenneth Milhander

**PLEDGE OF ALLEGIANCE:** Battalion Chief Anthony Davis

**PRESENTATION:**

a. **Water Update**

Recipients: Mayor and City Council

Presenter: Director Roger Yoh, Orange County Water District

Director Roger Yoh of the Orange County Water District provided an update on water projects within the Orange County Water District.

**CLOSED SESSION REPORT:**

City Attorney/Authority Counsel Bettenhausen stated that there were two (2) items on the Closed Session agenda, the City Council discussed each of those items, and direction was provided. He noted that there was nothing further to report.

**CITY ADMINISTRATOR REPORT:** None

**ORAL COMMUNICATIONS:**

City Clerk McKinnell reported that one electronic communication was received from the California Housing Defense Fund regarding state housing laws and local zoning codes. He read the letter into the record.

**CITY COUNCIL/BOARD MEMBER COMMENTS:**

Councilmember Shader reported her attendance at the Smart Cities Conference and announced the City’s holiday closure from December 18, 2023 - January 2, 2024.

Councilmember Kirwin commented on his attendance at the City’s tree lighting ceremony and thanked Community Services for their efforts. He promoted the Tamale Festival in Old Town on December 7, 2023 starting at 4 p.m.

Councilmember Wanke reported his attendance at the following:

- Association of California Cities Annual Board meeting
- Orange County Public Affairs Association meeting and Annual Christmas party with Orange County Tax

He encouraged all to attend the Tamale Fest and wished everyone a Happy Hanukkah and Merry Christmas.

Mayor Pro Tem Yamaguchi commented on the City’s tree lighting ceremony and thanked Community Services and all the volunteers for a successful event. He promoted the Christmas tree recycling program starting December 26-January 6, 2023.

Mayor Smith reported his attendance at the following:

- Placentia Firefighters Association annual golf tournament at Alta Vista
- Placentia Community Foundation Board of Director’s meeting
- Cenza Ribbon Cutting
- Orange County Council of Governments meeting
- SCAG Transportation Committee meeting

He also commented on the success of the City’s tree lighting ceremony and thanked Community Services and all who contributed to the success of the event.

**1. CONSENT CALENDAR (Items 1.a. through 1.l.):**

Motion by Wanke, seconded by Shader, and carried a (5-0) vote to approve the Consent Calendar items 1.a. through 1.l., as recommended.

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

Fiscal Impact: None

Recommended Action: Approve

**(Approved 5-0, as recommended)**

- 1.b. **City Fiscal Year 2023-24 Registers for December 5, 2023**  
**Check Register**  
Fiscal Impact: \$1,793,294.53  
**Electronic Disbursement Register**  
Fiscal Impact: \$1,400,219.24  
Recommended Action: It is recommended that the City Council:  
 1) Receive and file  
**(Received and Filed, as recommended)**
- 1.c. **Tentative Parcel Map No. TPM 2020-124 Pertaining to the Subdivision of an approximately 0.19-Acre, improved lot with three (3) Residential Townhome Condominium Units located at 803 W. La Jolla Street within the High Density Residential (R-3) Zoning District**  
Fiscal Impact: Approximately \$60,986 of total development impact fee revenue prior to construction of three (3) new residential condominium units  
Recommended Action: It is recommended that the City Council:  
 1) Adopt Resolution R-2023-90, a Resolution of the City Council of the City of Placentia, California approving TPM 2020-124 for the subdivision of three (3) residential townhome units for condominium purposes on a 0.19-acre improved lot located within the High Density Residential (R-3) Zoning District and sited on property at 803 W. La Jolla Street and making findings in support thereof.  
**(Approved 5-0, as recommended)**
- 1.d. **Amendment No. 1 to Retainer Agreement for City Attorney Services**  
Fiscal Impact: No fiscal impact due to recommended action; increased costs to budget related to existing agreement in FY 2023-24 - \$46,000 (101005-6005 & 101005-6006)  
Recommended Action: It is recommended that the City Council:  
 1) Approve Amendment No. 1 to Agreement for City Attorney Legal Services, to be executed by the Mayor, in a form approved by the City Attorney.  
**(Approved 5-0, as recommended)**
- 1.e. **Measure M (M2) Expenditure Report for Fiscal Year 2022-23**  
Fiscal Impact: None  
Recommended Action: It is recommended that the City Council:  
 1) Adopt Resolution No. R-2023-86, a Resolution of the City Council of the City of Placentia, California, concerning the Fiscal Year 2022-23 Measure M2 (M2) Expenditure Report for the City of Placentia.  
**(Approved 5-0, as recommended)**
- 1.f. **Placentia Public Safety Building CCTV Cameras and Access Control System Purchase**  
Fiscal Impact:  

Expense: \$ 132,173.90	Total Purchase Price of Equipment
Budget: \$2,659,036.00	Project Budget for IT from Public Safety Building

Recommended Action: It is recommended that the City Council:  
 1) Authorize the City Administrator to approve the purchase with ASSI Security for the total purchase not-to-exceed the amount of \$132,173.90; and  
 2) Authorize the City Administrator to execute all necessary documents, in a form approved by the City Attorney.  
**(Approved 5-0, as recommended)**
- 1.g. **Purchase of New Public Safety Communications Center Consoles and Storage for New Public Safety Building**  
Fiscal Impact:  

Expense: \$ 237,031.14	Total Purchase Price of Furniture
Budget: \$2,659,036.00	Project Budget for IT from Public Safety Building

Recommended Action: It is recommended that the City Council:

- 1) Approve the sales contracts with Russ Bassett for 9-1-1 Equipment & Services, totaling \$237,031.14 for the purchase of equipment, delivery, and installation of eight (8) public safety communications center consoles, personal storage, and storage drawers; and
- 2) Authorize the City Administrator and/or his designee to execute all the necessary documents, in a form approved by the City Attorney.

**(Approved 5-0, as recommended)**

1.h. **Amendment No. 1 to Professional Services Agreement with Kimley Horn & Associates, Inc. to complete the 6<sup>th</sup> Cycle Update to the Housing Element of the General Plan**

Fiscal Impact:

Expense: \$	\$34,900
Staff Recommended Contingency:	\$ 5,000
Total Cost:	\$39,900
Budget:	\$39,900 from FY 2023-34 Budget (749102-6017)

Recommended Action: It is recommended that the City Council:

- 1) Approve Amendment No. 1 to the Professional Services Agreement with Kimley-Horn & Associates, Inc. to provide professional services related to completing the State mandated 6<sup>th</sup> Cycle update to the Housing Element for a term ending June 30, 2024; and
- 2) Authorize the City Administrator and/or his designee to approve contract change orders up to \$5,000; and
- 3) Authorize the City Administrator and/or his designee to execute the necessary documents, in a form approved by the City Attorney.

**(Approved 5-0, as recommended)**

1.i. **Change Order No. 1 to Construction Contract with Square Sign, LLC., for the Wayfinding Directional Signage Project Phase I, City Project No. 1403**

Fiscal Impact:

Expense: \$ 16,000.00	Contract Change Order No. 1
Budget: \$200,000.00	FY 2023-24 CIP Budget (109800-6740, JL 24103-6740)

Recommended Action: It is recommended that the City Council:

- 1) Approve Contract Change Order No.1 to the Public Works Agreement with Square Sign, LLC for citywide wayfinding direction sign project phase 1A in an amount not-to-exceed \$16,000; and
- 2) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

**(Approved 5-0, as recommended)**

1.j. **Resolution to Amend the Pay Schedule for Part-Time Employees in Compliance with the State Minimum Wage Increase**

Fiscal Impact: FY 2023-24 \$2,000 (\$4,000 annually) in account 104071-5005.

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. R-2023-91 amending the pay schedule for part-time employees to reflect state minimum wage requirements; and
- 2) Adopt Resolution No. R-2023-92, A Resolution of the City Council of the City of Placentia, California authorizing a budget amendment in Fiscal Year 2023-24 in compliance with City Charter of the City of Placentia §§1206 and 1209 pertaining to appropriations for actual expenditures.

**(Approved 5-0, as recommended)**

1.k. **Acceptance of a Resignation from the Senior Advisory Committee**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Accept the resignation of Ron White from the Senior Advisory Committee and;

- 2) Approve the appointment of Marie Wahbeh to fill the vacancy on the Senior Advisory Committee following Mr. White's resignation.

**(Approved 5-0, as recommended)**

1.l. **Professional Services Agreements for Citywide On-call Digital Scanning Services of Public Records**

Fiscal Impact:

Expense: \$285,000 Total Contract Not-to Exceed Amount  
Current Available Budget: \$ 71,384 (756205-6840 JL#756205)

Recommended Action: It is recommended that the City Council:

- 1) Approve a Professional Services Agreement with Metasource for professional digital scanning services of public records to provide on-call scanning services for a term of three (3) years with an option of two (2) year term based upon performance and discretion of the City, in an amount not-to-exceed \$285,000; and
- 2) Authorize the City Administrator to approve any contract term extensions based on performance and amendments up to 10% of the contract not-to-exceed amount, or \$28,500; and
- 3) Authorize the City Administrator to execute the above-mentioned Professional Services Agreements, in forms approved by the City Attorney.

**(Approved 5-0, as recommended)**

**2. PUBLIC HEARINGS:** None

**3. REGULAR AGENDA:**

3.a. **Award of Professional Services Agreement to SDI Presence for Creation of Five-Year Information Technology Master Plan**

Fiscal Impact:

Expense: \$ 83,925.00 Total Project Cost  
Budgeted: \$100,000.00 (109800-6770 JL#24902)

Recommended Action: It is recommended that the City Council:

- 1) Approve a Professional Services Agreement with SDI Presence to develop a five (5) year Information Technology Master Plan in an amount not-to-exceed \$83,925; and
- 2) Reject all other proposals received; and
- 3) Authorize the City Administrator and/or his designee to execute all necessary documents in a form approved by the City Attorney.

**(Approved 5-0, as recommended)**

City Administrator Arrula introduced Information Technology Manager Daniel Chang who gave a brief presentation on the Professional Services Agreement to SDI Presence for the creation of a five-year information technology master plan. He noted that the Information Technology (IT) Master Plan conforms with the strategic plan passed by the City Council in May of 2022 and meets goal No. five (5), objective 5.7. The purpose of the plan is to develop a formal five-year IT roadmap for the City.

Councilmember Shader noted that the City is working on upgrading its infrastructure after deferring many projects due to a lack of funds. She stated that she was pleased this plan was moving forward.

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

**I. RECOGNITION OF 2023 MAYOR WARD L. SMITH**

- a. Office of U.S. Representative Michelle Steel, California's 45th District  
Presenter: Mayor Pro Tem Yamaguchi
- b. Office of State Senator Josh Newman, 29th District  
Presenter: Nathan Bass, District Representative
- c. Office of State Assemblyman Phillip Chen, 55th Assembly District  
Presenter: Mayor Pro Tem Yamaguchi

- d. Orange County Supervisor Doug Chaffee, Orange County 4th District  
Presenter: Doug Chaffee, Orange County Supervisor
- e. City of Placentia  
Presenters: Mayor Pro Tem Yamaguchi and City Administrator Arrula

City Administrator Arrula announced that the next portion of the meeting involves the reorganization of the City Council and recommended that Mayor Pro Tem Yamaguchi introduce Section I. of the agenda to facilitate the presentations to Mayor Smith.

Mayor Pro Tem Yamaguchi presented a certificate of recognition to Mayor Smith from California's 45th District U.S. Representative Michelle Steel.

Representing 29<sup>th</sup> Senate District State Senator Josh Newman, District Representative Nathan Bass presented a Certificate of Recognition to Mayor Smith and commented on his leadership and his many contributions to the City. He expressed appreciation for his many years of dedicated public service.

Mayor Pro Tem Yamaguchi presented a Certificate of Recognition to Mayor Smith on behalf of California 55<sup>th</sup> District Assemblyman Phillip Chen.

Representing Orange County 4<sup>th</sup> District Supervisor Doug Chaffee presented a Certificate of Recognition from the Orange County Board of Supervisors to Mayor Smith noting his many accomplishments over his many years of service to the City of Placentia. He also acknowledged his humanitarian work in Ukraine.

City Administrator Arrula commented on Mayor Smith's service and accomplishments as Mayor. He also commented on his 30 plus years of distinguished law enforcement service, member of the City Council and his humanitarian work in Ukraine. He and Mayor Pro Tem Yamaguchi presented Mayor Smith with a "Mr. Placentia" cap and an inscribed Captain America shield in recognition of his distinguished service as Mayor.

Mayor Smith commented on his time serving as Mayor and thanked the Council for entrusting him with the role and responsibility of Mayor. He expressed appreciation to the Placentia community for their interest and engagement; Staff, full-time, part-time and volunteers for their dedication and commitment; and fellow elected representatives at the local, state and county level for their service and partnership.

## **II. REORGANIZATION OF THE CITY COUNCIL**

- a. City Clerk Calls for the Selection of Mayor of the City of Placentia
- b. Ceremonial Oath Administered to New Mayor
- c. Comments from New Mayor
- d. New Mayor Calls for the Selection of Mayor Pro Tem of the City of Placentia

City Clerk McKinnell called for nominations for the position of Mayor of the City of Placentia for the term of December 5, 2023 to December 4, 2024.

Councilmember Wanke nominated Mayor Pro Tem Yamaguchi for the term of December 5, 2023 through December 4, 2024.

Noting no further nominations, City Clerk McKinnell called for further nominations or a motion to close the nominations.

**Motion by Smith, seconded by Shader, to close the nominations. City Clerk McKinnell declared the nominations closed, and pursuant to a unanimous roll call vote, Mayor Pro Tem Yamaguchi was selected to serve as Mayor of the City of Placentia.**

City Clerk McKinnell administered the Oath of Office to Mayor Yamaguchi.

Mayor Yamaguchi thanked his family, friends and wife and daughter for their support. He commented on his 16 years of service on the City Council and expressed that he looks forward to serving the Council and community in the coming year. He also expressed appreciation to the Council and Staff for their support and announced his goals for the year.

Mayor Yamaguchi called for nominations for the position of Mayor Pro Tem of the City of Placentia for the term of December 5, 2023 to December 4, 2024.

Councilmember Smith nominated Councilmember Kirwin as Mayor Pro Tem for the term of December 5, 2023 through December 4, 2024.

**Motion by Shader, seconded by Smith, to close the nominations. City Clerk McKinnell declared the nominations closed, and pursuant to a unanimous roll call vote, Councilmember Kirwin was selected to serve as Mayor Pro Tem of the City of Placentia.**

City Clerk McKinnell administered the Oath of Office to Mayor Pro Tem Kirwin.

**CITY COUNCIL/BOARD MEMBERS REQUESTS:**

Mayor Yamaguchi announced that a reception would be held immediately following the meeting.

Councilmember Shader congratulated former Mayor Smith on a successful year as Mayor and wished Mayor Yamaguchi a great year as Mayor. She wished Staff and fellow Councilmembers a Merry Christmas and Happy Hanukkah.

Mayor Pro Tem Kirwin expressed that he looked forward to serving as Mayor Pro Tem in the coming year and wished all a Merry Christmas and Happy Hanukkah.

Councilmember Smith congratulated Mayor Yamaguchi and Mayor Pro Tem Kirwin.

Councilmember Wanke thanked former Mayor Smith for his dedicated service this past year.

**ADJOURNMENT:**

The City Council/Successor Agency/ICDA/PPFA Board of Directors adjourned at 8:13 p.m. to a regular City Council meeting on Tuesday, January 9, 2024 at 5:30 p.m.

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Ward L. Smith, Mayor/Agency Chair

ATTEST:

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Robert S. McKinnell, City Clerk/  
Agency Secretary

**City of Placentia**  
**Check Register**  
For 07/02/2024

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
					<b>Grand Total:</b>	<b>1,036,950.83</b>			

**Check Totals by ID**

AP	1,036,950.83
EP	0.00
IP	0.00
OP	0.00

<b>Void Total:</b>	<b>0.00</b>
<b>Check Total:</b>	<b>1,036,950.83</b>

Fund Name	<u>Check Totals by Fund</u>
101-General Fund (0010)	549,633.38
117-Measure U Fund (0079)	259,044.58
210-Measure M (0018)	12,647.78
215-Air Quality Management (0019)	3,788.27
225-Asset Seizure (0021)	4,462.93
231-Placentia Reg Nav Cent(0078)	136,239.00
233-Gen Plan Update Fees (0074)	52.00
234-Technology Impact Fees (0075)	26.00
249-TOD District CFD (0080)	104.33
260-Street Lighting Distrc (0028)	21,765.70
265-Landscape Maintenance (0029)	6,331.02
275-Sewer Maintenance (0048)	1,068.33
401-City Capital Projects (0033)	27,272.03
601-Employee Health & Wlfre (0039)	55.00
701-Special Deposits (0044)	14,460.48
<b>Check Total:</b>	<b>1,036,950.83</b>

**1.c.**  
**July 2, 2024**

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

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	ALL CITY MANAGEMENT V000005	5/12-5/25 CROSSING GUARD SRVC	103047-6290 Dept. Contract Services	AP061224	4,429.63	93742	P12977	00131338	06/13/2024
					<b>Check Total:</b>	<b>4,429.63</b>			
MW OH	ALTA LANGUAGE SERVICES V010194	LISTENING & SPEAKING TEST	101512-6099 Professional Services	AP061224	165.00	IS721794		00131339	06/13/2024
					<b>Check Total:</b>	<b>165.00</b>			
MW OH	ALVAREZ, OMAR V012054	PD TRAINING MEALS REIMB	213041-6250 Staff Training	AP061224	24.57	ALVAREZ6424		00131340	06/13/2024
					<b>Check Total:</b>	<b>24.57</b>			
MW OH	AMAZON CAPITAL SERVICES V012336	RIBBON CUTTING/MAINT/OFFICE	104076-6130 Repair & Maint/Facilities	AP061224	1,104.81	16HT-L6L7-		00131341	06/13/2024
MW OH	AMAZON CAPITAL SERVICES V012336	RIBBON CUTTING/MAINT/OFFICE	104070-6315 Office Supplies	AP061224	60.86	16HT-L6L7-		00131341	06/13/2024
MW OH	AMAZON CAPITAL SERVICES V012336	RIBBON CUTTING/MAINT/OFFICE	104071-6301 Special Department Expenses	AP061224	322.47	16HT-L6L7-		00131341	06/13/2024
MW OH	AMAZON CAPITAL SERVICES V012336	DEV SRVC OFFICE SUPPLIES	102531-6315 Office Supplies	AP061224	208.72	1GKQ-PHPP-		00131341	06/13/2024
MW OH	AMAZON CAPITAL SERVICES V012336	DEV SRVC OFFICE SUPPLIES	102532-6315 Office Supplies	AP061224	12.59	1GKQ-PHPP-		00131341	06/13/2024
MW OH	AMAZON CAPITAL SERVICES V012336	TINY TOTS GRADUATION	104071-6301 / 22401-6301 Special Department Expenses	AP061224	670.15	1HQ3-GFD1-		00131341	06/13/2024
MW OH	AMAZON CAPITAL SERVICES V012336	STATION & FIRE HQ SUPPLIES	103065-6301 Special Department Expenses	AP061224	31.44	1TVH-NHPW-		00131341	06/13/2024
MW OH	AMAZON CAPITAL SERVICES V012336	STATION & FIRE HQ SUPPLIES	103066-6301 Special Department Expenses	AP061224	428.59	1TVH-NHPW-		00131341	06/13/2024
MW OH	AMAZON CAPITAL SERVICES V012336	STATION & FIRE HQ SUPPLIES	103066-6134 Vehicle Repair & Maintenance	AP061224	487.12	1TVH-NHPW-		00131341	06/13/2024
MW OH	AMAZON CAPITAL SERVICES	STATION & FIRE HQ SUPPLIES	103065-6315	AP061224	24.48	1TVH-NHPW-		00131341	06/13/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V012336		Office Supplies						
MW OH	AMAZON CAPITAL SERVICE STATION & FIRE HQ SUPPLIES V012336		103066-6315 Office Supplies	AP061224	46.48	1TVH-NHPW-		00131341	06/13/2024
				<b>Check Total:</b>	<b>3,397.71</b>				
MW OH	AMERICAN OFFICE V009212	MAINT DESK AT CHAMPIONS PARK	104076-6855 Furniture & Fixtures	AP061224	304.50	14529		00131342	06/13/2024
				<b>Check Total:</b>	<b>304.50</b>				
MW OH	AUDI NORTH OC V012263	MAY PLACENTIA VEHICLE REBATE	101534-6363 Resident Vehicle Rebate Prog	AP061224	2,000.00	MAY 2024		00131343	06/13/2024
				<b>Check Total:</b>	<b>2,000.00</b>				
MW OH	BAKER TILLY US LLP V012786	MAY PROFESSIONAL SRVC	784070-6999 Other Expenditure	AP061224	1,769.96	BT2829796	P13349	00131344	06/13/2024
				<b>Check Total:</b>	<b>1,769.96</b>				
MW OH	BUREAU VERITAS NORTH V004481	PLAN CHECK SRVC	103551-6290 Dept. Contract Services	AP061224	307.50	RI 24019579	P13194	00131345	06/13/2024
MW OH	BUREAU VERITAS NORTH V004481	PLAN CHECK SRVC	103551-6290 Dept. Contract Services	AP061224	615.00	RI 24019580	P13194	00131345	06/13/2024
MW OH	BUREAU VERITAS NORTH V004481	PLAN CHECK SRVC	103551-6290 Dept. Contract Services	AP061224	1,025.00	RI 24019582	P13194	00131345	06/13/2024
MW OH	BUREAU VERITAS NORTH V004481	PLAN CHECK SRVC	103551-6290 Dept. Contract Services	AP061224	615.00	RI 24019584	P13194	00131345	06/13/2024
				<b>Check Total:</b>	<b>2,562.50</b>				
MW OH	BUTTS, BRAD V002941	MAY FASTRAK REIMBURSEMENT	103040-6301 Special Department Expenses	AP061224	584.50	MAY 24		00131346	06/13/2024
				<b>Check Total:</b>	<b>584.50</b>				
MW OH	CALIFORNIA FORENSIC V000232	MAY PD BLOOD DRAWS	103040-6055 Medical Services	AP061224	665.00	2602	P12976	00131347	06/13/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				<b>Check Total:</b>	<b>665.00</b>				
MW OH	CALIFORNIA YELLOW CAB V003323	JAN SENIOR MOBILITY PROG	184071-6401 Community Programs	AP061224	12,647.78	1487024	P13106	00131348	06/13/2024
MW OH	CALIFORNIA YELLOW CAB V003323	JAN SENIOR MOBILITY PROG	194071-6401 Community Programs	AP061224	3,287.21	1487024	P13106	00131348	06/13/2024
MW OH	CALIFORNIA YELLOW CAB V003323	JAN SENIOR MOBILITY PROG	194071-6401 Community Programs	AP061224	501.06	1487024	P13106	00131348	06/13/2024
				<b>Check Total:</b>	<b>16,436.05</b>				
MW OH	CITY OF BREA V000125	BUSINESS CARDS-LAMBERT / FORMS	02531-6315 Office Supplies	AP061224	278.04	ASR0000339		00131349	06/13/2024
				<b>Check Total:</b>	<b>278.04</b>				
MW OH	COMLOCK V003166	KEYS AND LOCK	104071-6130 Repair & Maint/Facilities	AP061224	114.30	848006		00131350	06/13/2024
				<b>Check Total:</b>	<b>114.30</b>				
MW OH	COUNTY OF ORANGE V008881	CONTINUING EDUCATION PROVIDER	03066-6250 Staff Training	AP061224	325.00	HCA24586		00131351	06/13/2024
MW OH	COUNTY OF ORANGE V008881	MAY AFIS SERVICES	103040-6290 Dept. Contract Services	AP061224	1,858.00	SH 68577	P12980	00131351	06/13/2024
				<b>Check Total:</b>	<b>2,183.00</b>				
MW OH	DATA TICKET INC. V006119	APR CITATION PROCESSING	102533-6290 Dept. Contract Services	AP061224	3,533.23	165001	P13114	00131352	06/13/2024
				<b>Check Total:</b>	<b>3,533.23</b>				
MW OH	DENNIS GRUBB & V012137	5/16-5/31 FIRE PLAN CHECK	103066-6290 Dept. Contract Services	AP061224	270.00	002-30747	P13314	00131353	06/13/2024
				<b>Check Total:</b>	<b>270.00</b>				
MW OH	DEROTIC EMERGENCY V011295	E2 MAINTENANCE	103066-6134 Vehicle Repair & Maintenance	AP061224	871.02	SO-4575		00131354	06/13/2024

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				<b>Check Total:</b>	<b>871.02</b>				
MW OH	ENTERPRISE FLEET V003312	JUNE PD VEH LEASE PAYMENT	103041-6165 Vehicle Lease	AP061224	10,334.12	FBN5053212	P13005	00131355	06/13/2024
MW OH	ENTERPRISE FLEET V003312	JUNE PD VEH LEASE PAYMENT	103042-6165 Vehicle Lease	AP061224	10,334.13	FBN5053212	P13005	00131355	06/13/2024
				<b>Check Total:</b>	<b>20,668.25</b>				
MW OH	FE SUPPLY COMPANY V012806	TRAINING/SPECIALTY EQUIPMENT	103066-6250 Staff Training	AP061224	3,734.97	847	P13374	00131356	06/13/2024
				<b>Check Total:</b>	<b>3,734.97</b>				
MW OH	FELTON, ASHLEY V012855	FELTON, A - OLD TOWN LIVE	101511-6301 / 243401-6301 Special Department Expenses	AP061224	550.00	129		00131357	06/13/2024
				<b>Check Total:</b>	<b>550.00</b>				
MW OH	FIFTH AVENUE CLEANERS V010431	MAY PD DRY CLEANING SRVC	103040-6290 Dept. Contract Services	AP061224	1,393.74	MAY 24		00131358	06/13/2024
				<b>Check Total:</b>	<b>1,393.74</b>				
MW OH	FLOCK SAFETY V011598	CAMERA REPAIRS -NAV CTR & CITY	101515-6137 Repair Maint/Equipment	AP061224	800.00	INV-40645		00131359	06/13/2024
				<b>Check Total:</b>	<b>800.00</b>				
MW OH	GAMETIME V004081	KRAEMER PARK - SPINNER SEAT	104076-6139 Repair/Maint - Parks & Fields	AP061224	36.58	PJI-0233491A		00131360	06/13/2024
MW OH	GAMETIME V004081	GOMEZ PLAYGROUND	799800-6760 / 24702-6760 Infrastructure - Parks	AP061224	5,575.00	PJI-0236398	P13199	00131360	06/13/2024
				<b>Check Total:</b>	<b>5,611.58</b>				
MW OH	GILLIS, JOSEPH V008160	PD TRAINING MEALS/MILEAGE REIM	03041-6250 Staff Training	AP061224	260.53	GILLIS6424		00131361	06/13/2024
				<b>Check Total:</b>	<b>260.53</b>				
MW OH	INDEPENDENT CITIES	FY 2024-24 MEMBERSHIP FEE	101001-6255	AP061224	2,583.55	1372		00131362	06/13/2024

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	V012193		Dues & Memberships						
				<b>Check Total:</b>	<b>2,583.55</b>				
MW OH	JV PLUMBING V011345	BATHROOM REPAIRS - TUFFFREE PRK	104076-6130 Repair & Maint/Facilities	AP061224	362.25	4582		00131363	06/13/2024
				<b>Check Total:</b>	<b>362.25</b>				
MW OH	LN CURTIS & SONS V011267	PARTS/MAINTENANCE FOR TOOLS	103066-6301 Special Department Expenses	AP061224	1,321.50	904404		00131364	06/13/2024
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS	103042-6360 Uniforms	AP061224	94.48	INV828035	P13313	00131364	06/13/2024
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS	103042-6360 Uniforms	AP061224	212.23	INV829549	P13313	00131364	06/13/2024
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS	103043-6360 Uniforms	AP061224	26.52	INV829908	P13313	00131364	06/13/2024
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS	103043-6360 Uniforms	AP061224	26.52	INV829924	P13313	00131364	06/13/2024
				<b>Check Total:</b>	<b>1,681.25</b>				
MW OH	MIDAMERICA V008972	Q1-2024 401A ADMIN FEES	395083-6025 Third Party Administration	AP061224	55.00	0256737		00131365	06/13/2024
				<b>Check Total:</b>	<b>55.00</b>				
MW OH	MUNICIPAL EMERGENCY V011423	PERSONAL PROTECTION EQUIPMENT	103066-6361 Personal Protection Equipment	AP061224	10,955.28	IN1998494	P13407	00131366	06/13/2024
				<b>Check Total:</b>	<b>10,955.28</b>				
MW OH	NV5 INC V011256	DESIGN PROJECT -CITY HALL HVAC	105207-6850 Building & Facilities	AP061224	22,631.87	382912	P13082	00131367	06/13/2024
MW OH	NV5 INC V011256	DESIGN PROJECT -CITY HALL HVAC	105209-6850 Building & Facilities	AP061224	22,631.88	382912	P13082	00131367	06/13/2024
				<b>Check Total:</b>	<b>45,263.75</b>				
MW OH	ORANGE CENTRAL KOREAN	ARTS AND CRAFTS SUPPLIES	104079-6301	AP061224	826.17	06/01/2024		00131368	06/13/2024

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	V012579		Special Department Expenses						
				<b>Check Total:</b>	<b>826.17</b>				
MW OH	ORANGE COUNTY V007306	MAY 2024 PARKING CITATIONS	0044-2038 Parking Fines	AP061224	10,725.00	053124		00131369	06/13/2024
MW OH	ORANGE COUNTY V007306	NAVIGATION CENTER PROP TAX	784070-6999 Other Expenditure	AP061224	2,205.04	339-102-08.00		00131369	06/13/2024
				<b>Check Total:</b>	<b>12,930.04</b>				
MW OH	PENNER PARTITIONS INC. V000827	PARTITIONS REPLACEMENT -	104076-6139 Repair/Maint - Parks & Fields	AP061224	3,300.00	24-27158	P13387	00131370	06/13/2024
				<b>Check Total:</b>	<b>3,300.00</b>				
MW OH	POWER PLUS V006730	PUBLIC SAFETY CTR - TEMP POWER	105213-6850 / 105213-6850 Building & Facilities	AP061224	5,105.82	G133833-1	P13304	00131371	06/13/2024
				<b>Check Total:</b>	<b>5,105.82</b>				
MW OH	POYGON US CORPORATION V012856	DOCUMENT RECOVERY SERVICES	103043-6099 Professional Services	AP061224	1,957.50	INV-00301406		00131372	06/13/2024
				<b>Check Total:</b>	<b>1,957.50</b>				
MW OH	PSYCHOLOGICAL V009259	PRE-EMPL PSYCH EVALUATIONS	101512-6099 Professional Services	AP061224	462.00	527227		00131373	06/13/2024
MW OH	PSYCHOLOGICAL V009259	PRE-EMPL PSYCH EVALUATIONS	101512-6099 Professional Services	AP061224	462.00	527231		00131373	06/13/2024
				<b>Check Total:</b>	<b>924.00</b>				
MW OH	RUBALCAVA, OSBALDO V012739	REPLACE CK#129863-WALKING CHLG	09595-6999 Other Expenditure	AP061224	148.67	061224		00131374	06/13/2024
				<b>Check Total:</b>	<b>148.67</b>				
MW OH	SAN BERNARDINO COUNTY V005772	PD TRAINING REGISTRATION	213041-6250 Staff Training	AP061224	400.00	SBSD6324		00131375	06/13/2024
				<b>Check Total:</b>	<b>400.00</b>				

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MW OH	SECO ELECTRIC & LIGHTING V010182	A/C SERVICE - KOCH PARK	104076-6139 Repair/Maint - Parks & Fields	AP061224	360.72	8631		00131376	06/13/2024
					<b>Check Total:</b>	<b>360.72</b>			
MW OH	SERVICE CHAMPIONS V009666	B24-1454 REFUND	102532-4162 Plumbing Permits	AP061224	114.00	06062024		00131377	06/13/2024
MW OH	SERVICE CHAMPIONS V009666	B24-1454 REFUND	740000-4302 General Plan Update Fee	AP061224	52.00	06062024		00131377	06/13/2024
MW OH	SERVICE CHAMPIONS V009666	B24-1454 REFUND	750000-4303 Technology Fee	AP061224	26.00	06062024		00131377	06/13/2024
MW OH	SERVICE CHAMPIONS V009666	B24-1454 REFUND	0044-2049 Health & Safety Collection	AP061224	5.00	06062024		00131377	06/13/2024
					<b>Check Total:</b>	<b>197.00</b>			
MW OH	SO CAL LAND MAINTENANCE V011102	March Landscape Services	104076-6139 Repair/Maint - Parks & Fields	AP061224	30,000.00	11067	P13423	00131378	06/13/2024
					<b>Check Total:</b>	<b>30,000.00</b>			
MW OH	SOUTHERN CALIFORNIA V012857	REIMBURSE - DUP PERMIT CHARGES	03551-4155 Encroachment Permits	AP061224	972.00	060624		00131379	06/13/2024
					<b>Check Total:</b>	<b>972.00</b>			
MW OH	T-MOBILE V004339	5/01-5/31 IPADS INTERNET	109595-6215 Telephone/Internet	AP061224	622.24	MAY 2024		00131380	06/13/2024
					<b>Check Total:</b>	<b>622.24</b>			
MW OH	T-MOBILE USA V009215	GPS TRACKING - DR24-01418	103042-6290 Dept. Contract Services	AP061224	115.00	9568807335		00131381	06/13/2024
MW OH	T-MOBILE USA V009215	GPS TRACKING - DR24-01418	103042-6290 Dept. Contract Services	AP061224	115.00	9568807336		00131381	06/13/2024
					<b>Check Total:</b>	<b>230.00</b>			
MW OH	THE HOWARD E NYHART V012848	NYHART - ACTUARIAL CONSULTING	01511-6099 Professional Services	AP061224	2,779.00	159419DB_2024		00131382	06/13/2024

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				<b>Check Total:</b>	<b>2,779.00</b>				
MW OH	THE SAUCE CREATIVE V007476	DESIGN - TUFFREE & KOCH PARK	104071-6230 Printing & Binding	AP061224	475.00	6849		00131383	06/13/2024
MW OH	THE SAUCE CREATIVE V007476	DESIGN - TUFFREE & KOCH PARK	104071-6230 Printing & Binding	AP061224	475.00	6850		00131383	06/13/2024
				<b>Check Total:</b>	<b>950.00</b>				
MW OH	THINKSUPPLIES.COM V007047	COPY PAPER	109595-6315 Office Supplies	AP061224	163.09	70563		00131384	06/13/2024
MW OH	THINKSUPPLIES.COM V007047	COPY PAPER	109595-6315 Office Supplies	AP061224	271.82	70567		00131384	06/13/2024
				<b>Check Total:</b>	<b>434.91</b>				
MW OH	THOMSON REUTERS - WEST MAY PD SOFTWARE SRVC V009649		103042-6290 Dept. Contract Services	AP061224	389.57	850265203		00131385	06/13/2024
				<b>Check Total:</b>	<b>389.57</b>				
MW OH	TRANSUNION RISK & V009317	MAY PD DATABASE TRANSACTIONS	103042-6290 Dept. Contract Services	AP061224	175.00	49451-202405-1		00131386	06/13/2024
				<b>Check Total:</b>	<b>175.00</b>				
MW OH	TURBO DATA SYSTEMS INC V001238	MAY PARKING CITATION SVS	103047-6290 Dept. Contract Services	AP061224	2,607.64	43034	P13052	00131387	06/13/2024
				<b>Check Total:</b>	<b>2,607.64</b>				
MW OH	UNITED STATES POSTAL V001058	PALM POSTAGE	104070-6325 Postage	AP061224	10,000.00	053024	P13214	00131388	06/13/2024
				<b>Check Total:</b>	<b>10,000.00</b>				
MW OH	V MONTOYA ENTERPRISES V012851	PLANTERS - KOCH PARK	104076-6139 Repair/Maint - Parks & Fields	AP061224	213.15	31614		00131389	06/13/2024
MW OH	V MONTOYA ENTERPRISES V012851	PLANTERS - KOCH PARK	104076-6139 Repair/Maint - Parks & Fields	AP061224	56.03	31695		00131389	06/13/2024

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				<b>Check Total:</b>	<b>269.18</b>				
MW OH	567 MELROSE STREET LLC V011531	ASPHALT REIMBURSEMENT	102534-6099 Professional Services	AP061924	4,631.30	03-11-20		00131390	06/20/2024
				<b>Check Total:</b>	<b>4,631.30</b>				
MW OH	AMAZON CAPITAL SERVICES V012336	OFFICE SUPPLIES	101511-6315 Office Supplies	AP061924	77.39	1473-9YJF-FG9J		00131391	06/20/2024
				<b>Check Total:</b>	<b>77.39</b>				
MW OH	ANAHEIM ICE V000318	SPRING 2024 INSTRUCTOR PAYMENT	104071-6060 Instructional Services	AP061924	830.70	SPRING2024		00131392	06/20/2024
				<b>Check Total:</b>	<b>830.70</b>				
MW OH	BIGGS CARDOSA V010461	FEB/MAR ENGINEERING SVS-	331801-6740 / 331801-6740 Infrastructure - Streets	AP061924	18,055.76	88465	P13072	00131393	06/20/2024
MW OH	BIGGS CARDOSA V010461	APR ENGINEERING SVS - GOLDEN	331801-6740 / 331801-6740 Infrastructure - Streets	AP061924	7,716.77	88785	P13072	00131393	06/20/2024
				<b>Check Total:</b>	<b>25,772.53</b>				
MW OH	BLUE SCOPE CONSTRUCTION V012441	CONSTRUCTION SVS - BUTLER BLDG	105213-6850 / 105213-6850 Building & Facilities	AP061924	18,607.65	22740-08	P13074	00131394	06/20/2024
				<b>Check Total:</b>	<b>18,607.65</b>				
MW OH	CALMAT CO. V010007	PAVING MATERIALS	103652-6132 Repair & Maintenance/Streets	AP061924	89.98	469222	P13098	00131395	06/20/2024
MW OH	CALMAT CO. V010007	PAVING MATERIALS	103652-6132 Repair & Maintenance/Streets	AP061924	515.19	73982413	P13098	00131395	06/20/2024
MW OH	CALMAT CO. V010007	PAVING MATERIALS	103652-6132 Repair & Maintenance/Streets	AP061924	466.33	74017478	P13098	00131395	06/20/2024
				<b>Check Total:</b>	<b>1,071.50</b>				
MW OH	CERTIFIED ROOFING V009895	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP061924	100.00	B24-1300		00131396	06/20/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				<b>Check Total:</b>	<b>100.00</b>				
MW OH	CHEMEX INDUSTRIES INC. V004683	GRAFFITI REMOVER	103652-6301 Special Department Expenses	AP061924	603.53	35255		00131397	06/20/2024
MW OH	CHEMEX INDUSTRIES INC. V004683	GRAFFITI REMOVER	103652-6301 Special Department Expenses	AP061924	396.03	35647		00131397	06/20/2024
				<b>Check Total:</b>	<b>999.56</b>				
MW OH	CITY OF LA HABRA-NORTH V011410	YEAR 5 FY23-24 OPERATING COST	784070-6312 SB2 Allocations to NSPA - Oper	AP061924	132,264.00	LH-NSPA-		00131398	06/20/2024
				<b>Check Total:</b>	<b>132,264.00</b>				
MW OH	CLIFF GARTEN STUDIO V012449	ARTIST SRVC - GATEWAY	101206-6730 / 101206-6730 Improvements Othr Thn Bldgs	AP061924	23,750.00	2204-06	P13065	00131399	06/20/2024
				<b>Check Total:</b>	<b>23,750.00</b>				
MW OH	COMMERCIAL AQUATIC V005203	MAY - GOMEZ POOL MAINTENANCE	104076-6130 Repair & Maint/Facilities	AP061924	1,500.00	963829	P13146	00131400	06/20/2024
MW OH	COMMERCIAL AQUATIC V005203	MAY - WHITTEN POOL	104076-6130 Repair & Maint/Facilities	AP061924	1,500.00	963830	P13146	00131400	06/20/2024
				<b>Check Total:</b>	<b>3,000.00</b>				
MW OH	COMMISSION OF PEACE V012862	POST AUDIT FINDINGS REIMB	103041-4225 POST - Intergovernmental Rev	AP061924	10,746.00	AUDIT-5		00131401	06/20/2024
				<b>Check Total:</b>	<b>10,746.00</b>				
MW OH	COUNTY OF ORANGE V008881	JUN OCATS CIRCUIT SUPPORT	103043-6099 Professional Services	AP061924	1,104.51	SH 68621	P13022	00131402	06/20/2024
				<b>Check Total:</b>	<b>1,104.51</b>				
MW OH	DF POLYGRAPH V012341	MAY POLYGRAPH EXAMS	103040-6099 Professional Services	AP061924	225.00	2024/3		00131403	06/20/2024
				<b>Check Total:</b>	<b>225.00</b>				
MW OH	EILEY, TIFFANY	PD TRAINING MEAL/MILEAGE REIMB	13041-6250	AP061924	81.93	EILEY61224		00131404	06/20/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V009544		Staff Training						
MW OH	EILEY, TIFFANY V009544	PD TRAINING MEAL/MILEAGE REIMB	13041-6250 Staff Training	AP061924	130.87	TEILEY06624		00131404	06/20/2024
				<b>Check Total:</b>	<b>212.80</b>				
MW OH	EPIC LAND SOLUTIONS INC. V012586	MAR EASEMENT SRVC-GOLDEN	331801-6740 Infrastructure - Streets	AP061924	1,499.50	0324-1420	P13088	00131405	06/20/2024
				<b>Check Total:</b>	<b>1,499.50</b>				
MW OH	EVERTSEN, JACE V012102	PD TRAINING MEALS/MILEAGE REIMB	13041-6250 Staff Training	AP061924	81.93	EVERTSN61224		00131406	06/20/2024
				<b>Check Total:</b>	<b>81.93</b>				
MW OH	FAIRWAY FORD V000376	MAY -PLACENTIA VEHICLE REBATE	101534-6363 Resident Vehicle Rebate Prog	AP061924	2,500.00	MAY 2024		00131407	06/20/2024
				<b>Check Total:</b>	<b>2,500.00</b>				
MW OH	GAMETIME V004081	KOCH PARK - PH.2 RENOVATIONS	797312-6760 / 797312-6760 Infrastructure - Parks	AP061924	253,469.58	PJI-0234745	P13359	00131408	06/20/2024
				<b>Check Total:</b>	<b>253,469.58</b>				
MW OH	GOLDEN STATE WATER V000928	APR-MAY WATER CHARGES	109595-6335 / 21010-6335 Water	AP061924	134.78	060624		00131409	06/20/2024
MW OH	GOLDEN STATE WATER V000928	APR-MAY WATER CHARGES	109595-6335 Water	AP061924	32,655.49	060624		00131409	06/20/2024
MW OH	GOLDEN STATE WATER V000928	APR-MAY WATER CHARGES	296561-6335 Water	AP061924	6,313.55	060624		00131409	06/20/2024
				<b>Check Total:</b>	<b>39,103.82</b>				
MW OH	HERNANDEZ, JORGE V012213	PRK DE LOS NINOS-RIBBON CUTTNG	04071-6301 Special Department Expenses	AP061924	800.00	103		00131410	06/20/2024
				<b>Check Total:</b>	<b>800.00</b>				
MW OH	HOGUEISSON, LARRY	PARAMEDIC LICENSE REIMB	103066-6250	AP061924	250.00	019591		00131411	06/20/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V012861		Staff Training						
				<b>Check Total:</b>	<b>250.00</b>				
MW OH	INIGUEZ, NATHAN V011077	PD TRAINING MEAL/MILEAGE REIMB	13041-6250 Staff Training	AP061924	81.93	INIGUEZ61224		00131412	06/20/2024
				<b>Check Total:</b>	<b>81.93</b>				
MW OH	JOHN L HUNTER & V009056	MARCH NPDES CONSULTING SVS	103593-6099 Professional Services	AP061924	6,427.75	PLAIMS412403	P13125	00131413	06/20/2024
				<b>Check Total:</b>	<b>6,427.75</b>				
MW OH	JP CONTRACTORS INC V009035	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP061924	500.00	B24-1066		00131414	06/20/2024
				<b>Check Total:</b>	<b>500.00</b>				
MW OH	KING, ZACH V009974	PD TRAINING MEAL/MILEAGE REIMB	13041-6250 Staff Training	AP061924	81.93	KING061224		00131415	06/20/2024
				<b>Check Total:</b>	<b>81.93</b>				
MW OH	KOZITSKY, TOM V010413	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP061924	100.00	B24-1438		00131416	06/20/2024
				<b>Check Total:</b>	<b>100.00</b>				
MW OH	LEE, DANIEL V012211	PD TRAINING MEAL/MILEAGE REIMB	13041-6250 Staff Training	AP061924	81.93	LEE61224		00131417	06/20/2024
				<b>Check Total:</b>	<b>81.93</b>				
MW OH	LEMUS, FREDDY V010586	PD TRAINING MEAL/MILEAGE REIMB	13041-6250 Staff Training	AP061924	81.93	LEMUS61224		00131418	06/20/2024
				<b>Check Total:</b>	<b>81.93</b>				
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - TREJO	103041-6360 Uniforms	AP061924	308.47	INV832205	P13313	00131419	06/20/2024
				<b>Check Total:</b>	<b>308.47</b>				
MW OH	MARK43 INC	AUG PD SOFTWARE OUTAGE CREDIT	03041-6136	AP061924	-400.92	CM93		00131420	06/20/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010565		Software Maintenance						
MW OH	MARK43 INC V010565	PD RMS/CAD SOFTWARE FY24/25	103041-6136 Software Maintenance	AP061924	58,819.08	INV1162		00131420	06/20/2024
				<b>Check Total:</b>	<b>58,418.16</b>				
MW OH	MARTINEZ, JOHN V010060	PD TRAINING MEAL/MILEAGE REIMB	13041-6250 Staff Training	AP061924	81.93	MARTINEZ6122		00131421	06/20/2024
				<b>Check Total:</b>	<b>81.93</b>				
MW OH	MAY JR, HERBERT RONALD V012858	OLD TOWN LIVE-HERBERT RON MAY	01511-6301 / 243401-6301 Special Department Expenses	AP061924	350.00	496751		00131422	06/20/2024
				<b>Check Total:</b>	<b>350.00</b>				
MW OH	MCMURRAY STERN V006352	PSB PROPERTY EVIDENCE STORAGE	105213-6850 / 105213-6850 Building & Facilities	AP061924	14,481.73	35348-F	P13115	00131423	06/20/2024
MW OH	MCMURRAY STERN V006352	PSB PROPERTY EVIDENCE STORAGE	105213-6850 / 229999-6850 Building & Facilities	AP061924	35.15	35348-F	P13115	00131423	06/20/2024
				<b>Check Total:</b>	<b>14,516.88</b>				
MW OH	MENDOZA, SERGIO V012220	PD TRAINING MEAL/MILEAGE REIMB	13041-6250 Staff Training	AP061924	81.93	MENDOZA6122		00131424	06/20/2024
				<b>Check Total:</b>	<b>81.93</b>				
MW OH	MS CONSTRUCTION V012613	SCULPTURE CONCRETE PEDESTAL	101206-2046 / 101206-2046 Retentions Payable	AP061924	-449.12	PLS-06		00131425	06/20/2024
MW OH	MS CONSTRUCTION V012613	SCULPTURE CONCRETE PEDESTAL	101206-6730 / 101206-6730 Improvements Othr Thn Bldgs	AP061924	8,982.57	PLS-06	P13003	00131425	06/20/2024
				<b>Check Total:</b>	<b>8,533.45</b>				
MW OH	NACHSHON, ASSAF V012103	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP061924	1,000.00	B24-1470		00131426	06/20/2024
				<b>Check Total:</b>	<b>1,000.00</b>				
MW OH	NAVARRO, MAC	PD TRAINING MEAL/MILEAGE REIMB	13041-6250	AP061924	81.93	NAVARRO6122		00131427	06/20/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V011664		Staff Training						
MW OH	NAVARRO, MAC V011664	PD TRAINING MEAL/MILEAGE REIMB	13041-6250 Staff Training	AP061924	68.19	NAVARRO6624		00131427	06/20/2024
				<b>Check Total:</b>	<b>150.12</b>				
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP061924	48.21	70572		00131428	06/20/2024
				<b>Check Total:</b>	<b>48.21</b>				
MW OH	ORANGE COUNTY KARATE V012859	SPRING 2024 INSTRUCTOR PAYMENT	104071-6060 Instructional Services	AP061924	52.00	SPRING2024		00131429	06/20/2024
				<b>Check Total:</b>	<b>52.00</b>				
MW OH	ORANGE COUNTY V011002	MAY CAPITAL FACILITIES CHARGE	102532-4364 Sanitation Collect Fees	AP061924	-96.52	06102024		00131430	06/20/2024
MW OH	ORANGE COUNTY V011002	MAY CAPITAL FACILITIES CHARGE	0044-2037 County Sanitation Dist Fee	AP061924	1,930.48	06102024		00131430	06/20/2024
				<b>Check Total:</b>	<b>1,833.96</b>				
MW OH	ORANGE COUNTY SHERIFF'S V008628	PD TRAINING REGISTRATION	213041-6250 Staff Training	AP061924	20.00	OCSD61024		00131431	06/20/2024
				<b>Check Total:</b>	<b>20.00</b>				
MW OH	PEREZ, LARISSA V011753	PD TRAINING MEAL/MILEAGE REIMB	13041-6250 Staff Training	AP061924	81.93	PEREZ61224		00131432	06/20/2024
				<b>Check Total:</b>	<b>81.93</b>				
MW OH	PEREZ, MARICELA V012860	PERM#R3692 DAMAGE DEP REFUND	104071-4385 Facility Rental	AP061924	158.00	2004033.002		00131433	06/20/2024
				<b>Check Total:</b>	<b>158.00</b>				
MW OH	PLACENTIA YORBA LINDA V000794	2ND ROUND INTERVIEWS POOL USE	104071-6299 Other Purchased Services	AP061924	494.00	9088		00131434	06/20/2024
				<b>Check Total:</b>	<b>494.00</b>				

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	POWER PLUS V006730	PUBLIC SAFETY CTR - TEMP POWER	105213-6850 / 105213-6850 Building & Facilities	AP061924	4,137.62	G133833-2	P13304	00131435	06/20/2024
MW OH	POWER PLUS V006730	PUBLIC SAFETY CTR - TEMP POWER	105213-6850 / 105213-6850 Building & Facilities	AP061924	4,171.61	G133833-3	P13304	00131435	06/20/2024
				<b>Check Total:</b>	<b>8,309.23</b>				
MW OH	PRUDENTIAL OVERALL V000836	5/29 UNIFORM CLEANING SRVS	103650-6360 Uniforms	AP061924	179.08	62916567	P12973	00131436	06/20/2024
				<b>Check Total:</b>	<b>179.08</b>				
MW OH	RUGGLES, JESSICA V012640	SPRING 2024 INSTRUCTOR PAYMENT	104071-6060 Instructional Services	AP061924	1,540.80	SPRING2024		00131437	06/20/2024
				<b>Check Total:</b>	<b>1,540.80</b>				
MW OH	SAGECREST PLANNING AND V010576	MAY ON-CALL BLDG SRVC	105213-6850 / 105213-6850 Building & Facilities	AP061924	1,042.21	4716	P13168	00131438	06/20/2024
MW OH	SAGECREST PLANNING AND V010576	MAY ON-CALL BLDG SRVC	102532-6290 Dept. Contract Services	AP061924	1,660.97	4716	P13168	00131438	06/20/2024
				<b>Check Total:</b>	<b>2,703.18</b>				
MW OH	SECO ELECTRIC & LIGHTING V010182	HYBRID LAMPS	103654-6301 Special Department Expenses	AP061924	387.19	8387		00131439	06/20/2024
				<b>Check Total:</b>	<b>387.19</b>				
MW OH	SHIRLEY, JUSTIN V012222	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP061924	100.00	B24-1251		00131440	06/20/2024
				<b>Check Total:</b>	<b>100.00</b>				
MW OH	SKYHAWKS SPORTS V001976	SPRING 2024 INSTRUCTOR PAYMENT	104071-6060 Instructional Services	AP061924	3,577.80	SPRING2024		00131441	06/20/2024
				<b>Check Total:</b>	<b>3,577.80</b>				
MW OH	SMITH, DONNA V001269	SPRING 2024 INSTRUCTOR PAYMENT	104071-6060 Instructional Services	AP061924	386.10	SPRING2024		00131442	06/20/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
				<b>Check Total:</b>	<b>386.10</b>			
MW OH	SO CAL GAS V000909	APR-MAY GAS CHARGES	109595-6340 Natural Gas	AP061924	190.80 060624		00131443	06/20/2024
				<b>Check Total:</b>	<b>190.80</b>			
MW OH	SOUTHERN CALIFORNIA V000910	MAY-JUN ELECTRIC CHARGES	109595-6330 Electricity	AP061924	57,703.03 061024		00131444	06/20/2024
MW OH	SOUTHERN CALIFORNIA V000910	MAY-JUN ELECTRIC CHARGES	109595-6330 / 21009-6330 Electricity	AP061924	88.25 061024		00131444	06/20/2024
MW OH	SOUTHERN CALIFORNIA V000910	MAY-JUN ELECTRIC CHARGES	109595-6330 / 21010-6330 Electricity	AP061924	308.22 061024		00131444	06/20/2024
MW OH	SOUTHERN CALIFORNIA V000910	MAY-JUN ELECTRIC CHARGES	286560-6330 Electricity	AP061924	21,765.70 061024		00131444	06/20/2024
MW OH	SOUTHERN CALIFORNIA V000910	MAY-JUN ELECTRIC CHARGES	296561-6330 Electricity	AP061924	17.47 061024		00131444	06/20/2024
MW OH	SOUTHERN CALIFORNIA V000910	MAY-JUN ELECTRIC CHARGES	800000-6330 Electricity	AP061924	104.33 061024		00131444	06/20/2024
				<b>Check Total:</b>	<b>79,987.00</b>			
MW OH	STATE WATER RESOURCES V001004	ANNUAL PERMIT FEE-CITY CS	103550-6257 Licenses & Permits	AP061924	3,746.00 WD-0234784		00131445	06/20/2024
MW OH	STATE WATER RESOURCES V001004	ANNUAL PERMIT FEE	103550-6257 Licenses & Permits	AP061924	2,509.00 WD-0262829		00131445	06/20/2024
				<b>Check Total:</b>	<b>6,255.00</b>			
MW OH	T-MOBILE USA V009215	GPS TRACKING - DR24-00307	103042-6290 Dept. Contract Services	AP061924	115.00 9569545640		00131446	06/20/2024
MW OH	T-MOBILE USA V009215	GPS TRACKING - DR24-00307	103042-6290 Dept. Contract Services	AP061924	115.00 9569545641		00131446	06/20/2024
MW OH	T-MOBILE USA V009215	GPS TRACKING - DR24-00307	103042-6290 Dept. Contract Services	AP061924	115.00 9569643145		00131446	06/20/2024

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MW OH	T-MOBILE USA V009215	GPS TRACKING - DR24-00307	103042-6290 Dept. Contract Services	AP061924	115.00	9569643146		00131446	06/20/2024
					<b>Check Total:</b>	<b>460.00</b>			
MW OH	THE ART OF DANCE & V011508	SPRING 2024 INSTRUCTOR PAYMENT	04071-6060 Instructional Services	AP061924	422.50	SPRING2024		00131447	06/20/2024
					<b>Check Total:</b>	<b>422.50</b>			
MW OH	THRIVE 7 MARTIAL ARTS V012742	SPRING 2024 INSTRUCTOR PAYMENT	04071-6060 Instructional Services	AP061924	780.00	SPRING2024		00131448	06/20/2024
					<b>Check Total:</b>	<b>780.00</b>			
MW OH	TOTUM CORP V010229	MAR PUBLIC SAFETY SRVC	105213-6850 / 229999-6850 Building & Facilities	AP061924	76,697.98	206468	P13049	00131449	06/20/2024
MW OH	TOTUM CORP V010229	APR PUBLIC SAFETY SRVC	105213-6850 / 229999-6850 Building & Facilities	AP061924	12,002.50	206509	P13049	00131449	06/20/2024
					<b>Check Total:</b>	<b>88,700.48</b>			
MW OH	TRICELL USA V012373	PD TRAINING REGISTRATIONS	213041-6250 Staff Training	AP061924	3,000.00	TRICELL61124		00131450	06/20/2024
					<b>Check Total:</b>	<b>3,000.00</b>			
MW OH	UNIQUE PRINTING V010259	UNIFORM EMBROIDERY SERVICES	103040-6360 Uniforms	AP061924	87.00	46012		00131451	06/20/2024
					<b>Check Total:</b>	<b>87.00</b>			
MW OH	UNITED CARPORTS LLC V009938	METAL STORAGE SHED	109800-6850 / 105213-6850 Building & Facilities	AP061924	11,810.25	18342	P13406	00131452	06/20/2024
					<b>Check Total:</b>	<b>11,810.25</b>			
MW OH	WEST GROVE VOLLEYBALL V011359	SPRING 2024 INSTRUCTOR PAYMENT	04071-6060 Instructional Services	AP061924	1,109.25	SPRING2024		00131453	06/20/2024
					<b>Check Total:</b>	<b>1,109.25</b>			
MW OH	YORBA LINDA WATER	APR-MAY WATER CHARGES	109595-6335	AP061924	2,225.94	060624		00131454	06/20/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V001148		Water						
				<b>Check Total:</b>	<b>2,225.94</b>				
MW OH	YORBA LINDA WATER V006633	MAY 2024 SEWER CHARGES	484356-6297 Billing Services	AP061924	1,068.33	560990		00131455	06/20/2024
				<b>Check Total:</b>	<b>1,068.33</b>				
				<b>Type Total:</b>	<b>1,036,950.83</b>				
				<b>Check Total:</b>	<b>1,036,950.83</b>				



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: ACTING DIRECTOR OF PUBLIC WORKS

DATE: JULY 2, 2024

SUBJECT: **ACCEPTANCE OF CONSTRUCTION WORK AND NOTICE OF COMPLETION FOR THE PURCHASE, FABRICATION, AND INSTALLATION OF A MANUFACTURED BUTLER BUILDING FOR THE PLACENTIA PUBLIC SAFETY CENTER PROJECT, NO. 5213**

### FISCAL

IMPACT: EXPENSE: \$ 939,809 ORIGINAL CONSTRUCTION CONTRACT  
\$ 34,826 CONTRACT CHANGE ORDERS NO. 1-2  
\$ 974,635 TOTAL CONSTRUCTION COST

BUDGETED: \$ 974,635 FY 2023-24 CIP BUDGET (105213-6850)

### SUMMARY:

On December 6, 2022, the City Council approved a contract for the design, fabrication and installation of a new steel Butler Building for the Placentia Public Safety Center. The procurement of the building was facilitated using the piggyback provision in the City's existing purchasing policy. This process allows the City to purchase goods and services through leveraged procurement agreements that have previously been competitively bid by other governmental agencies. Given the long lead time to fabricate the building and the fact that the City's lease for its existing rented evidence and property storage facility expired in March 2023, this element of the project was advanced to keep the delivery of the facility on schedule.

The Butler Building, now fully occupied and being used for property and evidence storage, has been completed to the satisfaction of the City. This recommended action concludes the Project and authorizes filing a Notice of Completion with the Orange County Clerk-Recorder's Office in the amount of \$974,635.

### RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Accept the work performed by BlueScope Construction, for the Purchase, Fabrication, and Installation of a Manufactured Butler Building for the Placentia Public Safety Center Project, for a grand total amount of \$974,635; and

**1.d.**  
**July 2, 2024**

2. Authorize the City Administrator to file a Notice of Completion with the Orange County Clerk-Recorder's Office for the Project; and
3. Authorize the City Administrator to release retention funds in accordance with the terms of the contract.

**STRATEGIC PLAN STATEMENT:**

This item conforms to Strategic Plan Goal 5, Implement Public Infrastructure to Meet Community Needs, and Objective 5.4, Construct the Placentia Public Safety Center.

**DISCUSSION:**

On December 6, 2022, the City Council approved a contract for the design, fabrication and installation of a new steel Butler Building for the Placentia Public Safety Center. The procurement of the building was facilitated using the piggyback provision in the City's existing purchasing policy. This process allows the City to purchase goods and services through leveraged procurement agreements that have previously been competitively bid by other governmental agencies. Given the long lead time to fabricate the building and the fact that the City's lease for its existing rented evidence and property storage facility expired in March 2023, this element of the project was advanced to keep the delivery of the facility on schedule.

The facility is a manufactured steel Butler Building being used for property and evidence storage. Since the City's lease for its existing property and evidence building expired in March 2023, the project was phased to allow the construction of the Butler Building to proceed with the goal to be completed prior to the expiration of the City's lease. Phase I construction, completed by a separate contractor, has been completed and entailed the demolition, grading, subsurface utility work, and the footings and slab for the Butler Building. Phase II construction, is currently underway by another contractor and entails the construction of the main building and shooting range. Additionally, interior improvements are now substantially completed by another separate contractor for the newly installed Butler Building. However, construction delays during the interior improvements phase required the City to extend the lease an additional two months and resulted in the building being occupied on June 1<sup>st</sup>. In addition, long lead times for the final design and fabrication of the Butler Building required the City to advance this portion of the project work scope sooner rather than later to keep the project delivery on schedule. The Butler Building had its own separate construction documents that required additional engineering and plan check review.

The contract with BlueScope Construction was for the design/build and installation of the Butler Building. The building was manufactured offsite and then transported and placed on the newly completed slab and footings and connected to utilities. This type of building is less expensive than traditional construction and was incorporated into the project scope as part of the value engineering process. The Butler Building was purchased from an existing mass procurement agreement with Sourcewell. Sourcewell serves local government and schools by managing large scale leveraged procurement agreements that are competitively bid and vetted by Sourcewell. Once Sourcewell has approved contracts with vendors and contractors, they are then able to offer local governments and school districts set low bid pricing for various commodities as well as

discounted construction costs. The City has used Sourcewell in the past for various vehicle and equipment purchases. Pursuant to the City's existing purchasing policy, the City can piggyback off existing competitively bid contracts such as Sourcewell's contract with BlueScope construction for engineered Butler Buildings.

During the course of the project, there were unforeseen conditions that were encountered that resulted in additional work to include the addition of stairs, platform landing, railing, and fire-retardant sheeting for the new building. As a result, a total of two (2) change orders were issued for this project that totaled \$34,826, which was less than 10% of the total contract amount and was approved by the City Administrator under his administrative approval limit. The total construction cost of this work amounts to \$974,635. This amount includes the contract by BlueScope in the amount of \$939,809 and change orders in the amount of \$34,826. This recommended action concludes the Project and authorizes filing a Notice of Completion with the Orange County Clerk-Recorder's Office in the amount of \$34,826 and starts the 30-day window to file claims against the contractor's retention payment.

**FISCAL IMPACT:**

The final construction cost amounts to \$974,635. This cost consists of the contract amount with BlueScope Construction, in the amount of \$939,809 and an additional \$34,826 in approved contract change orders. Sufficient funds were budgeted and available in the Fiscal Year 2023-24 Operating Budget to cover this expense. As such, sufficient funds exist for the recommended actions.

Prepared, Reviewed, and Approved by:



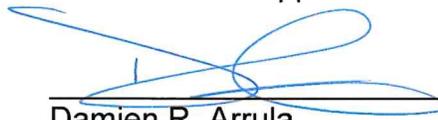
\_\_\_\_\_  
Chris Tanio  
Acting Director of Public Works

Reviewed and approved:



\_\_\_\_\_  
Jennifer Lampman  
Director of Finance

Reviewed and approved:



\_\_\_\_\_  
Damien R. Arrula  
City Administrator

**Attachment:**

Notice of Completion – BlueScope, Inc.

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

Name City Clerk
Street Address City of Placentia
401 E. Chapman Ave.
City & State Placentia, CA 92870

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Free Recording Per Government Code Section 27383 & 6103.

City Council Approval: July 2, 2024

Deputy City Clerk

NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion. (See reverse side for Complete requirements.)

Notice is hereby given that:

- 1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is City of Placentia
3. The full address of the owner is 401 East Chapman Avenue Placentia, CA 92870
4. The nature of the interest or estate of the owner is: In fee. N/A
5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are: NAMES ADDRESSES N/A
6. A work of improvement on the property hereinafter described was completed on April 30, 2024. The work done was: Design, fabrication, and installation of a new steel 18,000 square foot Butler Building.
The name of the contractor, if any, for such work of improvement was BlueScope Construction.
7. 1540 Genessee Street, Kansas City, MO 64102 2/7/2023
8. The property on which said work of improvement was completed is in the city of Placentia
County of Orange, State of California, and is described as follows: Santa Fe Avenue Outdoor Dining Platform Project.
9. The street address of said property is 2999 E. La Jolla St., Placentia, CA 92870.

CITY OF PLACENTIA

Dated: July 2, 2024

Verification for Individual Owner

Signature of owner or corporate officer of owner named in paragraph 2 or his agent

VERIFICATION

I, the undersigned, say: I am the City Administrator, Damien R. Arrula the declarant of the foregoing ("President of", "Manager of", "Owner of", etc.)

Notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on July 2, 2024, at Placentia, California.

(Personal signature of the individual who is swearing that the contents of the notice of completion are true.)-



# Placentia City Council

## **AGENDA REPORT**

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF HUMAN RESOURCES

DATE: JULY 2, 2024

SUBJECT: **RESOLUTION TO ADOPT A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PLACENTIA AND THE PLACENTIA POLICE AND FIRE MANAGEMENT ASSOCIATION FOR THE PERIOD OF JUNE 9, 2024 THROUGH JUNE 30, 2025**

FISCAL  
IMPACT: FISCAL YEAR 2023-24 & FISCAL YEAR 2024-25    \$ 635,000 (Estimated)

### **SUMMARY:**

The City and the Placentia Police and Fire Management Association have engaged in good faith labor negotiations and have reached terms on the wages, hours, and working conditions for their respective employees. A Memorandum of Understanding (MOU) was adopted by City Council on June 4, 2024. However, while preparing for the implementation phase of the MOU, the City and Association had further discussions on how to implement it and agreed to revise the MOU in small, but substantive ways necessitating a new document to be approved by City Council.

### **RECOMMENDATION:**

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

1. Rescind Resolutions R-2024-36 previously adopting the MOU on June 4, 2024 and R-2024-37 previously adopting the related budget allocation on June 4, 2024 and adopt Resolution R-2024-47 approving the terms between the City and the Police and Fire Management Association (PPFMA); and
2. Authorize the City Administrator to execute a Memorandum of Understanding (MOU) based upon the terms for PPFMA on behalf of the City, in a form approved by the City Attorney's Office.

### **STRATEGIC PLAN STATEMENT:**

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

**1.e.**  
**July 2, 2024**

**DISCUSSION:**

The MOU between the City and the PPFMA expired on June 30, 2023. City representatives have been in discussion with the labor group representatives during the past 18 months. Although the City and Association participated in both pre and post-impasse processes, the City and Association were able to come to an agreement on terms for a successor MOU.

A Memorandum of Understanding (MOU) was adopted by the City Council on June 4, 2024. However, while preparing for the implementation phase of the MOU, the City and Association realized that full implementation of the agreed terms related to the Compensation Time banks had not fully been vetted before adoption. This required additional discussions resulting in the Association and City agreeing to separating Holiday Accrual hours from the Compensation Time banks it was currently accruing to. Attached is a revised MOU with the approved Compensation Time Bank and Holiday Accrual language and new accrual banks.

Below is the revised summary of compensation and benefit adjustments and term for this MOU:

1. Term: June 9, 2024 – June 30, 2025
2. Compensation:
  - a. 8% market rate adjustments for Police Sergeant classifications effective June 9, 2024, and 6% effective the full pay period of July 2024.
  - b. 4% market rate adjustments for Police Lieutenant classifications effective June 9, 2024, and 4% effective the full pay period of July 2024.
  - c. 5% market rate adjustments for Police Captain classifications effective June 9, 2024, and 4% effective the full pay period of July 2024.
  - d. 6% market rate adjustments for Fire Battalion Chief classifications effective June 9, 2024, and 4% effective the full pay period of July 2024.
3. Longevity: 2.5% upon completion of 7 years, additional 2.5% upon completion of 15 years for cumulative 5% upon completion of 15 years.
4. Police - Non-Fair Labor Standards Act (non-FLSA) Compensation Time Off (CTO) accruals capped at a maximum of 360 hours.
5. Fire - Fair Labor Standards Act (FLSA) Compensation Time Off (CTO) accruals capped at a maximum of 216 hours.
6. Holiday Accruals of 120 hours a year will accrue in its own Holiday bank and unused holiday time will be paid out at the end of the calendar year.
7. Battalion Chief FLSA Period to 24 consecutive days (down from 28).
8. Battalion Chief Certification Pay: Certificate pay for Company Officer and/or Chief Officer from Office of the State Fire Marshal shall receive \$245 per month – Max 2 certificates.
9. Holiday Closure: continue Holiday leave for the holiday closure for the term of the agreement.

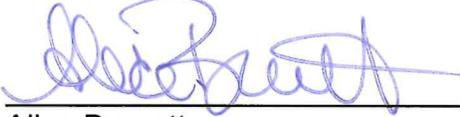
**FISCAL IMPACT:**

The total cost for the market rate adjustments is estimated to be:

	<b>Projected Costs</b>
Salary Increases- <i>Includes assumed cost impact on overtime, pension expenses and Medicare</i>	\$496,682
Certification Pays	\$17,640
Longevity Pays	\$120,628
<b>Total</b>	<b>\$634,950</b>

Funding for wage increases included in the FY23/24 Adopted Budget and the FY24/25 Budget. Costs for increases will be offset by the addition of a cap to member's Non-FLSA Compensation Time Off bank which should generate long-term savings to the City.

Prepared by:



Alice Burnett  
Director of Human Resources

Reviewed and approved:



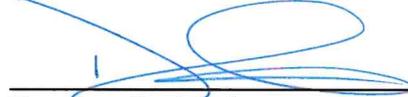
Jennifer Lampman  
Director of Finance

Reviewed and approved:



Rosanna Ramirez  
Deputy City Administrator

Reviewed and approved:



Damien R. Arrula  
City Administrator

**Attachments:**

1. Resolution No. R-2024-47
2. Memorandum of Understanding

**RESOLUTION NO. R-2024-47**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA RESCINDING RESOLUTION NOS. R-2024-36 AND R-2024-37 AND ADOPTING RESOLUTION NO. R-2024-47 APPROVING A MEMORANDUM OF UNDERSTANDING FOR THE PLACENTIA POLICE AND FIRE MANAGEMENT ASSOCIATION FOR THE PERIOD JUNE 9, 2024 THROUGH JUNE 30, 2025**

WHEREAS, pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code Section 3500 et seq.) the Director of Human Resources as designated lead negotiator has met and consulted in good faith with the representatives of the Placentia Police and Fire Management Association (Association) on matters relating to wages, hours, and other terms and conditions of employment; and

WHEREAS, the City and Association has been in discussions over the past 18 months; and

WHEREAS, the City and Association participated in both pre and post impasse processes; and

WHEREAS, said representatives of the City and the Association had reached tentative agreement, jointly prepared a written MOU which was adopted by City Council on June 4, 2024 by resolution R-2024-36 and R-2024-37; and

WHEREAS, while preparing for implementation, the Association and City agreed to revised terms related to the Compensation Time banks and Holiday Accrual banks necessitating a revised MOU to be adopted by City Council; and

WHEREAS, such agreement is within the parameters established by the City Council for an agreement with the Association; and

WHEREAS, the City Council finds that the terms and conditions of this agreement are proper and in the best interest of the City.

The City Council of the City of Placentia does hereby resolve as follows:

Section 1: The Memorandum of Understanding for the Placentia Police and Fire Management Association dated July 1, 2021, is hereby repealed. All previous and conflicting Memorandum of Understandings adopted for this purpose either by Resolution or by Minute order are repealed.

Section 2: Rescind resolutions R-2024-36 and R-2024-37.

Section 3: This Resolution provides for salaries, benefits and other terms and conditions of employment applicable to the Placentia Police and Fire Management Association as listed in the attached Memorandum of Understanding (Exhibit A).

Section 3: The Memorandum of Understanding applicable to the Placentia Police and Fire Management Association, effective June 9, 2024, and attached hereto is approved.

**APPROVED and ADOPTED this 2<sup>nd</sup> day of July 2024.**

\_\_\_\_\_  
Jeremy Yamaguchi, Mayor

ATTEST:

\_\_\_\_\_  
Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA  
COUNTY OF ORANGE

I, Robert S. McKinnell, City Clerk of the City of Placentia do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 2<sup>nd</sup> day of July 2024 by the following vote:

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

\_\_\_\_\_  
Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Christian L. Bettenhausen, City Attorney



# MEMORANDUM OF UNDERSTANDING

Between

THE CITY OF PLACENTIA  
and  
PLACENTIA POLICE AND FIRE MANAGEMENT  
ASSOCIATION (PPFMA)

June 9, 2024 – June 30, 2025

PPFMA No. 23-24  
Adopted xx, 2024, Resolution No. 24-XX

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## PREAMBLE

The wages hours and conditions of employment that are set forth in this Memorandum have been discussed and jointly proposed by and between the City of Placentia (hereinafter called "PLACENTIA" or "the City") and the Placentia Police and Fire Management Association (hereinafter called "PPFMA") and shall apply to all the employees of PLACENTIA working in the job classes set forth in Appendix A.

The terms and conditions of employment that are set forth in this Memorandum have been discussed in good faith between City Staff and PPFMA. PPFMA has recommended and its members have ratified all of the terms and conditions of employment as set forth herein. City Staff recommends to the Placentia City Council that the terms and conditions of employment as set forth herein be implemented by resolution of the City Council. Upon the adoption of such a resolution, all the terms and conditions of this Memorandum so incorporated shall become effective without further action by either party.

## RECOGNITION

The City of Placentia has recognized the PPFMA as the formally recognized employee organization of bargaining unit employees for the purpose of meeting its obligations under the Meyers-Milias-Brown Act, Government Code section 3500, *et seq.* This Agreement applies to all employees in the Association bargaining unit.

The City recognizes the Association represents the following classifications under this MOU:

Police Sergeants  
Police Lieutenants  
Police Captains  
Fire Battalion Chiefs

## ARTICLE 1 - MANAGEMENT RIGHTS

Except as otherwise specifically provided for in State and/or Federal laws, and this MOU, the City reserves and retains and is vested with all rights of management which have not been expressly abridged by specific provisions of this MOU or by law to manage the City.

This shall include, but is not limited to:

1. The right to temporarily suspend the provisions of this MOU in the event of and for the duration of an emergency as determined by the City Council and/or by County, State, or Federal action. In the event of such suspension of this MOU, when the emergency is over, management will immediately initiate the meet and confer process over replacement of any salary, benefit, or working conditions lost by unit employees as a result of the suspension of this Agreement.
2. The right to determine staffing and direct the work force, including the right to hire, promote, demote, evaluate, transfer, layoff, or discharge for just cause any employee.
3. The right to contract or sub-contract services and/or work.
4. The right to take such further action as may be necessary to organize and operate the City in the most efficient and economical manner to serve the public interest.
5. The right to modify the performance evaluation form.
6. The right to modify and update class specifications/job descriptions.

## ARTICLE 2 - PPFMA RIGHTS

### Membership Dues

The City agrees to deduct association dues from the wages of all PPFMA members who have filed a written authorization with the association. The City will begin dues deductions at the beginning of the pay period after notice is provided by the Association and will transmit these funds to the Association in a manner which is mutually agreed to.

The employee's earnings must be sufficient after other legal and required deductions are made to cover the amount of the dues. When an employee is in a non-pay status for an entire pay period, no deduction will be made to cover the pay period. In the case of an employee who is in a non-pay status during part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this circumstance, all other legal and required deductions (including health care deductions) have priority over Association dues.

### Access to Placentia Communication Systems

The City's interdepartmental messenger service may be used for individual business oriented communication between employees who are represented by the PPFMA and Directors of PPFMA or their designees.

In the interests of facilitating communication with PPFMA members and the distribution of information to PPFMA members, PPFMA may utilize the City's e-mail system to communicate with PPFMA members on matters of normal association business. The City's e-mail system and interdepartmental communications system shall not be used for political or campaign related activity. Use of the City's email system is subject to compliance with City policy and communications should not be considered confidential or exempt from public disclosure under the Public Records Act.

#### PPFMA Business On City Time

PPFMA members will be allowed to conduct a reasonable amount of PPFMA business during their regular work shift(s).

### ARTICLE 3 - NON-DISCRIMINATION

The City and the Association agree that they shall not discriminate against any employee based on protected status under state or federal law.

### ARTICLE 4 - CITY PERSONNEL RULES & POLICIES

PLACENTIA and PPFMA agree, during the term of the MOU, to meet and confer pursuant to the Meyers-Milias-Brown Act (MMBA) regarding Personnel Rules and City policies within the scope of bargaining and any proposed changes to said rules and/or policies.

### ARTICLE 5 - PROBATION

- A. All original and promotional appointments to classifications represented in this unit (with the exceptions shown below) shall be subject to a probationary period of one (1) year.
- B. The City Administrator may establish a longer probationary period for specified cases.
- C. For Police personnel, the Police Chief or designee shall complete a written performance evaluation indicating whether the employee has or has not been granted permanent status, give a copy to the employee, and file the original with the Human Resources Division before the probationer's permanent status date.
- D. For Fire personnel, the Fire Chief or designee shall complete a written performance evaluation indicating whether the employee has or has not been granted permanent status,

give a copy to the employee, and file the original with the Human Resources Division before the probationer's permanent status date.

## ARTICLE 6 - ADVANCEMENT THROUGH THE SALARY SCHEDULE

Unit employees are eligible to advance one-step in the salary schedule after 12 months of service in the current step and with overall satisfactory job performance. For example, employees hired at Step A are eligible for movement to Step B after 12 months of City service and upon receipt of a performance evaluation that identifies that the employee meets all job standards. Should an employee receive an overall satisfactory performance evaluation after twelve months has passed at the current step, the employee will receive the eligible step increase retroactive to the date the step increase would have been effective had the evaluation been received on time.

## ARTICLE 7 - PAYROLL PROCESSES

Unit employees will be paid on a bi-weekly basis.

## ARTICLE 8 - COMPENSATION AND SPECIAL ASSIGNMENT PAY

The basic salary schedule will be set forth in Appendix A attached to this MOU.

### A. Compensation – Sworn Police Classifications

#### 1. Police Sergeants

- a) Effective June 9, 2024, the salary range will be increased by eight percent (8%). Individuals will receive an adjustment of eight percent related to the change in the salary schedule.
- b) Effective the first full pay period following July 1, 2024, the salary range will be increased by six percent (6%). Individuals will receive an adjustment of six percent related to the change in the salary schedule.

#### 2. Police Lieutenants

- a) Effective June 9, 2024, the salary range will be increased by four percent (4%). Individuals will receive an adjustment of four percent related to the change in the salary schedule.
- b) Effective the first full pay period following July 1, 2024, the salary range will be increased by four percent (4%). Individuals will receive an adjustment of four percent related to the change in the salary schedule.

### 3. Police Captains

- a) 1. Effective June 9, 2024, the salary range will be increased by five percent (5%). Individuals will receive an adjustment of five percent related to the change in the salary schedule.
- b) 2. Effective the first full pay period following July 1, 2024, the salary range will be increased by four percent (4%). Individuals will receive an adjustment of four percent related to the change in the salary schedule.

### B. Compensation – Battalion Chiefs

1. Effective June 9, 2024, the salary range will be increased by six percent (6%). Individuals will receive an adjustment of six percent related to the change in the salary schedule.
2. Effective the first full pay period following July 1, 2024, the salary range will be increased by four percent (4%). Individuals will receive an adjustment of four percent related to the change in the salary schedule.

### Education and POST Certification Differentials

1. Police Sergeants shall be eligible to receive a salary differential, as follows:
  - 4.5% - Possession of a P.O.S.T. Intermediate Certificate or Possession of an Associate of Arts (AA) degree.
  - 7% - Possession of a P.O.S.T. Advanced Certificate or Possession of a Bachelor's of Arts (BA) or Bachelor's of Science (BS) degree.
  - Sergeants may receive either the POST differential or the education differential but not both.
2. All Police Employees who possess a P.O.S.T. Supervisory Certificate shall receive a 6.5% salary differential.
3. Police Lieutenants and Captains shall be eligible for a four percent (4%) salary differential for possession of a Bachelor's degree.
4. Police Lieutenants and Captains shall be eligible for a six percent (6%) salary differential for possession of a Master's degree.
5. Fire Battalion Chiefs shall be eligible for a two percent (2%) salary differential for possession of an Associate of Arts (AA) degree.
6. Fire Battalion Chiefs shall be eligible for a four percent (4%) salary differential for possession of a Bachelor of Arts (BA) or Bachelors of Science (BS) degree.
7. Fire Battalion Chiefs shall be eligible for a six percent (6%) salary differential for possession of a Master's degree.

Police unit employees eligible for the POST Certificate premiums, above, would receive the salary differential effective upon the Police Department's certification of the employee's eligibility for the applicable certificate (i.e., prior to receiving actual certificate from POST).

To the extent permitted by law, the City shall report education incentive pay as compensation earnable pursuant to CCR § 571(a)(2) and § 571.1 (b)(2), Education Incentive.

To the extent permitted by law, the City shall report POST Certificate pay as compensation earnable pursuant to CCR § 571(a)(2) and § 571.1 (b)(2), POST Certificate Pay.

POST or Education pay is applied to all hours worked and on all hours when leave accrual is used. Multiple levels of POST differential or Education differential do not compound on one another.

### Longevity Pay Program

Unit Employees who have completed seven (7) years of service with the City of Placentia shall receive a longevity increase of 2.5% to the base rate of pay. Unit Employees who have completed fifteen (15) years of service with the City of Placentia shall receive a longevity increase of 2.5% to the base rate of pay. This will be a total of five percent (5%) at 15 years of service.

To the extent permitted by law, the City shall report longevity pay as compensation earnable pursuant to CCR § 571(a)(1) or § CCR 571.1 (b)(1), Longevity Pay.

### Special Assignment Pay

1. Police Sergeants assigned to Investigation (Detective and SED) shall receive a five percent (5%) pay differential applied to their base rate of pay.

To the extent permitted by law, the City shall report investigation incentive pay as compensation earnable pursuant to CCR § 571(a)(4) or § CCR 571.1 (b)(3), Detective Division Premium.

2. Police Sergeants assigned to Traffic shall receive a five percent (5%) pay differential applied to their base rate of pay.

To the extent permitted by law, the City shall report traffic pay as compensation earnable pursuant to CCR § 571(a)(4) or § CCR 571.1 (b)(3), Traffic Detail Premium.

3. Police Sergeants assigned to Personnel and Training shall receive a five percent (5%) pay differential applied to their base rate of pay.

To the extent permitted by law, the City shall this pay as compensation earnable pursuant to CCR § 571(a)(4) or § CCR 571.1 (b)(3), Police Administrative Officer Pay.

4. Police Sergeants assigned to Information Technology (IT) shall receive a five percent (5%) pay differential applied to their base rate of pay.

To the extent permitted by law, the City shall report this pay as compensation earnable pursuant to CCR § 571(a)(4) or § CCR 571.1 (b)(3), Police Administrative Officer Pay.

5. Police Lieutenants assigned to Administration shall receive a five percent (5%) salary differential applied to their regular base salary.

To the extent permitted by law, the City shall report Administration pay as compensation earnable pursuant to CCR § 571(a)(4) or § CCR 571.1 (b)(3), Police Administrative Officer Premium.

6. Police employees assigned to night shift shall receive shift differential pay of 2.5% applied to their base rate of pay.

To the extent permitted by law, the City shall report shift differential pay as compensation earnable pursuant to CCR § 571(a)(4) or § CCR 571.1 (b)(3), Shift Differential Premium.

7. City agrees to provide specialty pay differential of 5% applied to the base rate of pay for police employees assigned to Field Training Officer (FTO) Coordinator.

To the extent permitted by law, the City shall report FTO Coordinator pay as compensation earnable pursuant to CCR § 571(a)(4) or § CCR 571.1 (b)(3), Training Premium.

8. Police Captains and Fire Battalion Chiefs are eligible for a Technology allowance of \$75 per month.

9. Fire Battalion Chiefs who obtain Company Officer Certification OR Chief Officer Certification from the Office of State Fire Marshal shall receive \$245 per month.

Fire Battalion Chiefs are only eligible for two (2) certificate pays of \$245 per month each if they obtain both Company Officer Certification AND Chief Officer Certification from the Office of the State Fire Marshal.

#### New Employee Finder's Fee

City agrees to provide unit members with Finder's Fee of \$1,000 for the recruitment of a Police Officer (including a lateral Police Officer) that successfully completes the FTO program. This pay is not reportable to CalPERS as special compensation.

#### Bilingual Pay

Employees who have the ability to communicate in a language in addition to English, and who occupy positions in which said ability is regularly used, may be designated by the appointing authority to receive Bilingual Pay differential of \$165 a month to speak another language.

The designation of employees to receive Bilingual Pay shall be at the sole discretion of the City Administrator of the City of Placentia. Prior to receiving Bilingual Pay, designated employees must pass an objective testing process selected by the City demonstrating bilingual ability in a language recognized by the City to assist in providing service to the public. To the extent permitted by law, the City shall report bilingual incentive pay as compensation earnable pursuant to CCR § 571(a)(4) § CCR 571.1 (b)(3), Bilingual Premium

### Marksmanship Incentive Pay

Incentive pay for Distinguished Expert at \$150.00 and Expert at \$100.00 shall be available to all police employees, one time per year at the Annual Badge Qualification Shoot, under existing range standards or as approved by the Chief of Police.

Qualification shall be earned during the first string of fire only on the designated day of the shoot. City agrees to allow a warm up of ten (10) rounds at a stationary target. Ammunition for practice shall be available as per budget and policy established by the Chief of Police.

To the extent permitted by law, the City shall report marksmanship pay as compensation earnable pursuant to CCR § 571(a)(1) or § CCR 571.1 (b)(1), Marksmanship Pay

## ARTICLE 9 - OVERTIME, PREMIUM PAY AND WORK SCHEDULES

### A. Overtime – Police Sergeants

#### 1. Overtime Definitions

- a. MOU/Contract overtime is defined as hours actually worked over forty hours **paid** in a seven-day workweek. All paid leave counts as hours worked toward eligibility for MOU/Contract overtime.
- b. Fair Labor Standards Act (FLSA) overtime is defined as hours actually worked in excess of eighty-six (86) in a fourteen (14) day FLSA 207(k) work period. Hours worked is defined as hours actually worked by the employee. Paid leave does not count as hours worked for determining FLSA overtime eligibility.

### Calculation of Overtime Payment – Police Sergeants

1. MOU/Contract Overtime will be calculated as 1.5 the base hourly rate of pay. The following pay differentials will also be calculated on overtime hours worked:
  - POST/Education Pay
  - Longevity Pay
  - Special Assignment Pay

2. FLSA overtime will be calculated pursuant to the requirements of the Fair Labor Standards Act.

#### Compensatory Time Off – Police Sergeants/Police Lieutenants

1. Police Sergeants/Police Lieutenants may accrue non-FLSA CTO in lieu of payment for working non-FLSA overtime. The non-FLSA CTO bank is capped at a maximum of three hundred sixty (360) hours. In no event can an employee accrue in excess of (360) hours of compensatory time off. All hours in excess of (360) shall be paid to the employee at the employee's regular rate of pay in the following pay period after the increase.
2. Police Sergeants/Police Lieutenants may accrue FLSA Compensatory Time Off in lieu of payment for working FLSA overtime. FLSA CTO accruals are capped at a maximum of three hundred (300) hours.
3. Unit employees with accrued FLSA compensatory time off shall be paid for accrued hours at his/her regular hourly rate upon separation from employment.
4. Unit employees who are promoted to another classification will be paid for accrued FLSA compensatory time off at their regular hourly rate prior to promotion.
5. For unit employees with accrued compensatory time, those employees may elect to cash out this time per the limits and requirements of Article 17(A) of this MOU.
6. Leave cash out as outlined in this article may be paid in cash or as a deferred compensation contribution, at the employee's option, within the applicable Internal Revenue Service Limits.
7. The City and Association are willing to work with unit employees on options to reduce accrual hours in excess of the maximum hours.

#### D. Compensatory Time Off - Battalion Chiefs

1. Battalion Chiefs may accrue FLSA CTO Compensatory Time Off (FLSA CTO) in lieu of payment for working FLSA overtime. The FLSA CTO bank is capped at a maximum of two hundred and sixteen (216) hours. In no event can an employee accrue in excess of (216) hours of compensatory time off. All hours in excess of (216) shall be paid to the employee at the employee's regular rate of pay in the following pay period after the increase.
2. For unit employees with accrued compensatory time, those employees may elect to cash out this time per the limits and requirements of Article 17(A) of this MOU.

3. Unit employees with accrued FLSA compensatory time off shall be paid for accrued hours at his/her regular hourly rate upon separation from employment.
4. Unit employees who are promoted to another classification will be paid accrued compensatory time at their regular rate of pay prior to promotion.
5. Leave cash out as outlined in this article may be paid in cash or as a deferred compensation contribution, at the employee's option, within the applicable Internal Revenue Service Limits.
6. The City and Association are willing to work with unit employees on options to reduce accrual hours in excess of the maximum hours.

#### E. Minimum Overtime

Police Sergeants required by the City to attend training, meetings or if called out for duty when off duty, shall receive credit for a minimum of three (3) hours overtime. Sergeants shall not be eligible for the three (3) hour minimum for training, meetings or call-outs which occur as immediately adjacent (before or after) to a regularly scheduled work shift.

#### Premium Pay for Lieutenants

1. The parties agree that Lieutenants are exempt employees under FLSA and California law.
2. Police Lieutenants are to be paid premium overtime pay only under the specified conditions outlined in this MOU, or as may additionally be approved by the Chief of Police or his/her designee.

Police Lieutenants shall receive premium overtime pay of time and one half the Lieutenant's base rate of pay for work performed outside of their regularly scheduled hours when attending mandatory training, meetings and call-outs, as assigned by the Chief of Police or his/her designee. Such premium pay will be paid in the pay period worked. The following pay differentials will also be calculated on overtime hours worked:

- POST/Education Pay
  - Longevity Pay
  - Special Assignment Pay
3. Overtime parameters for Lieutenants will continue until such time as all three (3) Lieutenant positions are filled. Once all three positions are filled, a Lieutenant will be eligible for overtime when authorized by the Chief of Police to work outside of his/her regularly scheduled hours. For the first 80 hours of overtime worked each calendar year, a Lieutenant shall be paid at straight time (base hourly rate of pay). Beginning with the 81<sup>st</sup> hour of overtime, a Lieutenant shall receive payment at the rate of one and one-half times his/her base rate of pay.

4. Among the work for which Lieutenants may receive premium overtime pay (as outlined above) is work performed adjacent to the beginning or end of a regular shift, as assigned by the Chief of Police or his/her designee.
5. Police Lieutenants required by the City to attend training, meetings or if called out for duty when off duty, shall receive credit for a minimum of three (3) hours of premium overtime pay. Lieutenants shall not be eligible for the three (3) hour minimum for training, meetings or work immediately adjacent to (before or after) a shift.

#### Premium Pay for Battalion Chiefs

Fire Battalion Chiefs – The employees in the unit work a 24-day FLSA work period in accordance with Section 7(k) of the Fair Labor Standards Act (FLSA). Per the 24-day work period, overtime shall be compensated at time and one-half for the work performed in excess of one hundred and eighty two (182) hours in the work period. Paid leave does not count as hours worked for determining eligibility. Overtime shall be pre-approved by the Fire Chief or his/her designee.

#### Court Time

1. Pay for Court Appearances

If a police employee is subpoenaed to court on City business during his/her off duty hours, the employee shall be paid for time spent in court. A unit employee shall be paid a minimum of three (3) hours of overtime if the entire period of such court time occurs during the employee's off-duty hours.

2. Court Standby

In lieu of appearing as shown on the subpoena, a police employee subpoenaed during his/her off-duty hours may be placed on stand-by status. If a court appearance does not result from stand-by status, the unit employee shall be compensated at the rate of three hours of straight time pay for each morning period and an additional three hours of straight time pay for each afternoon period of such stand-by.

If the police employee is only on stand-by status for the afternoon, the unit employee is compensated for both morning and afternoon of a total of six hours of pay. A unit employee shall be compensated for the morning period only if the Court Liaison notifies the City's employee voice mail system or the unit employee is notified by the court directly prior to noon on that court day of a cancellation. When the unit employee is notified after noon for a morning or afternoon subpoena of a cancellation the unit employee is compensated for morning and afternoon pay. The unit employee does not need to check the City's employee voice mail system by 5:00 p.m. the same court day to be eligible for the on call pay.

If a police employee's court appearance is required within 2½ hours following the end of his/her assigned work shift (night shift), he/she shall be compensated at 1½ times his/her base hourly rate for "bridge time" and actual work hours resulting from said court appearance.

## Range Training

Police Sergeants and Lieutenants shall be paid for attendance at "Range (weapons) Training", for a three (3) hour minimum per training. This only applies when the Range Training does not occur during the unit employee's regular shift.

## Work Schedules

1. Police Sergeants shall work either the "4-10" work schedule or "3-12.5+10" work schedules, depending on assignments as outlined below.
2. The basic work schedule for Sergeants assigned to the patrol division shall be three consecutive 12.5-hour workdays per week and one additional 10-hour makeup workday every fourth week so that in every four (4) weeks unit Sergeants are scheduled to work 160 hours. The basic work hours for patrol shifts shall be:
  - Day shift: 0600-1830 hours
  - Night shift: 1800-0630 hours.

Each Sergeant shall be paid for hours worked in each pay period.

3. Police Sergeants assigned to Professional Standards and Training, Investigations, Traffic and Special Enforcement Detail will work a 4/10 schedule (the specific days to be determined by the supervisor of each unit). The schedule for each Sergeant will be established to be a regular set schedule with all 4 work days being consecutive days. Any time worked in excess of the Sergeant's regular schedule shall be compensated as overtime. The only exception will be when a Sergeant flexes their schedule with prior supervisor approval. No Sergeant will be required to flex their regular schedule to avoid the City compensating for overtime.
4. Police Captains and Lieutenants shall work the "4-10" work schedule. This schedule consists of four (4) 10-hour work days in each seven day period, with three (3) consecutive days off.
5. Fire Battalion Chiefs
  - a. Work Period. The work period for Fire Battalion Chiefs, under the Fair Labor Standards Act's 7K exemption, consists of twenty-four(24) consecutive days.
  - b. Work Schedule. The work schedule for Fire Battalion Chiefs shall be a "48/96" schedule under which employees will work two (2) consecutive days/ninety-six (96) consecutive hours off from work.

6. If a police employee eligible for Court time compensation is required to make a work-related court appearance during off-duty hours such that said appearance may result in fatigue during his/her next scheduled work shift, said court time may, upon employee request and with advance supervisory approval, be handled in any one of the following alternative ways:
  - a. the employee may report late to his/her next scheduled work shift, by an amount of time equivalent to that spent in the court appearance; or
  - b. the employee may leave his/her next scheduled work shift early, by an amount of time equivalent to that spent in the court appearance.
7. Police employees will cooperate to the fullest possible extent in voluntary sign-up for "hireback" and other overtime.
8. The start and end time of employees' regular work shifts and work schedules (as defined above) shall be at the sole discretion of the Police Chief for police personnel, and the Fire Chief for fire personnel. Police employees will be provided seven calendar days' notice when their regular hours or work schedule is to be changed.
9. The City agrees that it is responsible for keeping accurate accounting of all hours worked to ensure that employees are compensated and scheduled for makeup days as necessary to carry out the objectives of these schedules.
10. Shift selection is based on seniority and occurs twice per year for Police employees.

#### Shift Trades

Police employees in the unit have the right to trade shifts with their colleagues at the same rank subject to the following conditions:

1. Both employees agree to the shift trade voluntarily.
2. A supervisor approves the shift trade. Supervisors will not unreasonably deny a trade. However, denials are not subject to being grieved.
3. The employee whose shift is worked gets credit for the shift. Thus, the employee whose shift was worked will record the time as time worked on his or her time sheet.
4. Payback of the traded shift will be the responsibility of the two employees who trade shifts and will not be monitored by the City. Traded shifts should fall in the same two week pay period. If an employee leaves the City having not paid back a shift, it shall be the responsibility of the two employees to work out any pay back.
5. If an employee agrees to trade shifts with another employee and then calls in sick and/or does not work the shift, the employee who agreed to work the shift shall have his/her Sick Leave deducted. For example, if Police Sergeant A agrees to work the shift for Police Sergeant B and prior to the shift, Police Sergeant A calls in sick and does not work

the shift, Police Sergeant A's Sick Leave is deducted and Police Sergeant B gets credit for the shift.

## Police Specialty Assignment Rotation

### 1. Specialty Assignment Rotation Policy

The policy for specialty position assignments is intended to address issues of equity and performance. For purposes of this policy, the following positions fall into the specialty position category:

- Investigation
  - Detective Sergeant (Including those assigned to task forces)
  - Special Enforcement Detail Sergeant (Narcotics and Gangs)
- Traffic Sergeant
- Professional Standards and Training Sergeant
- Administrative Lieutenant

A unit employee assigned to a Specialty Position will remain in that position for a minimum period of three years, unless circumstances dictate an earlier rotation. Such circumstances may include, but are not limited to, promotion, application and selection for another Specialty Position, request by the unit employee to return to former position, staffing requirements, reorganization or performance issues, or a decision by the Police Chief.

The standing duration for a Specialty Position assignment is three (3) years. A unit employee holding a Specialty Position may receive two (2) one-year extensions at the conclusion of the three-year assignment. Those extensions will be based upon documented job performance and the approval of the Chief of Police. For purposes of this policy, documented job performance will include that performance articulated in the unit employee's annual performance evaluation, Personnel Incident Reports (PIRs) and counseling memorandums.

At the conclusion of the above-described five-year maximum assignment period the position will be opened to interested, eligible personnel. A unit employee holding a Specialty Position may reapply for that position or another Specialty Position. Assignments extending beyond five years may be made on a year-by-year basis.

A unit employee in a Specialty Position who applies and is selected for another Specialty Position would then serve in that assignment for the minimum three-year period and would be eligible to qualify for two (2) one-year extensions as described above.

The Police Chief has the sole discretion to determine who shall receive a special assignment and has absolute discretion regarding the assignment and reassignment of employees to special assignments. Any such assignment is not vested and may be revoked at any time and the Rules of Evidence shall govern any appeal required by Section 3304(b) of the California Government Code and Procedure for Employee Removed from Special Assignments as identified below.

## 2. Rules of Evidence and Procedure for Employees Removed from Special Assignments

Any unit employee removed from a Specialty Pay position for non-disciplinary reasons may file a written appeal with the City Administrator within 10 days of receiving notice of removal, in accordance with the following:

- a. Hearings shall be conducted by the City Administrator or his/ her designee.
- b. The question to be decided is whether the City abused its discretion in removing the unit member from the Specialty Pay position.
- c. Formal rules of evidence and procedure that may be applicable in a court of law shall not apply to these hearings. Evidence, both oral and documentary, shall be admissible if it is the type of evidence that responsible persons are accustomed to rely on in the conduct of serious affairs, regardless of the existence of any judicial rule which might have made improper the admission of such evidence over objection in civil actions. Hearsay evidence may be admitted for the purpose of supplementing or explaining any direct evidence but shall not be sufficient by itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be applicable to the same extent that they are recognized in civil actions.
- d. Each party shall have the right to call and examine witnesses, to introduce exhibits and to cross examine opposing witnesses. If the employee does not testify his or her own behalf, the employee may be called and examined as if under cross-examination.
- e. Testimony shall be recorded by means of either a tape recording or certified court reporter.
- f. Witness shall be sworn unless both parties stipulate otherwise.
- g. Written declarations made under penalty of perjury shall be admissible, provided, however, that declarants shall be made available for testimony at the request of the party against whom the declaration is offered.
- h. The unit member appealing the removal from the Specialty Pay position has the burden of proof. The standard of proof is a preponderance of the evidence. The City shall present its case first. During the presentation of the City's case, the employee shall have the right to cross-examine any witness called to testify by the City. During the presentation of the employee's case, the City shall have the right to cross-examine any witness called by the employee to testify.
- i. Both parties shall have the right to counsel. Employee may be represented by the applicable employee organization representative.
- j. Both parties shall have the right to present an opening argument prior to the

presentation of any evidence and a closing argument after the presentation of all evidence.

- k. The City Administrator, or his/her designee, shall decide all questions of procedure and evidence.
- l. The City Administrator, or his/her designee, shall issue a written decision within 30 days of 1) the conclusion of the hearing, or 2) the receipt of post-hearing briefs if such briefs are requested by the City Administrator or his/her designee.
- m. The decision of the City Administrator shall be final and binding. If the City Administrator chooses to designate a hearing officer, that hearing officer will make a recommendation based on written findings to the City Administrator, whose decision shall be final and binding.
- n. Any objection to the City Administrator, or his/her designee, on the grounds of bias, must be made in writing, stating the reasons therefore, by delivering of the writing to the City Administrator no later than five (5) days prior to the date of the hearing.

#### ARTICLE 10 - MEAL PERIODS

Police employees assigned to Patrol and the Detective Bureau will receive a paid thirty (30) minute meal break because they are available to respond immediately to calls for service during their meal break.

Police Captains and the Administrative Lieutenant are provided with a one-hour unpaid meal break.

#### ARTICLE 11 – RETIREMENT

All police employees covered under this MOU shall be members of the California Public Employees' Retirement System (CalPERS) and are subject to all applicable provisions of the City's contract with CalPERS, as amended.

Whereas the City passed Resolution (R-2019-44), Ordinance (O-2019-10), allowing them to enter into a CalPERS amendment (CalPERS ID #2117892921 PERS-CON-702A) excluding Firefighters from CalPERS.

Police:

1. Tier I - PERS 3% @ 50 FORMULA – For Classic Members, the employees will contribute the full (9) percent member contribution via payroll deduction.

2. TIER II - PERS 2.7% @ 57 FORMULA – For PEPRA Members, the employees will contribute one-half the total normal cost as identified by CalPERS via payroll deduction.

Fire:

1. The City provides a defined contribution plan for employees. Retirement age is 50 years. All Fire Battalion Chiefs will receive a 401a Plan in the form of the ICMA Retirement Corporation Government Money Purchase Plan and Trust. Employees become 100% vested in the plan upon completion of their fourth anniversary of employment with the City. Should the employee separate from service prior to their fourth anniversary, all retirement benefit contributions made by the City on their behalf will be returned to the City.
2. The Employer shall contribute on the behalf of each participant 10% of base pay. Compensation defined as base pay excludes overtime, specialty pay, education pay, reimbursements, allowances, leave cash outs and any other ad hoc pay. Mandatory Participant Contributions are NOT required. Limit is \$19,500 per year.
3. The City does not participate in Social Security.

## ARTICLE 12 - MEDICAL INSURANCE

A. The City will provide access to medical insurance through the California Public Employees' Retirement System (CalPERS). If a unit employee elects to participate in a CalPERS medical plan, the maximum monthly City contribution, including any PERS required minimum, will be made as follows:

1. For active employees:

The City shall pay up to 100% of the plan selected, up to a maximum of:

\$744 per month for employee only  
\$1,623 per month for employee+1  
\$2,076 per month for employee+2

2. For retirees, if hired prior to November 21, 1995:

The City shall pay up to 100% of the plan selected, up to a maximum of:

\$735 per month for employee only  
\$1,542 per month for employee+1  
\$1,972 per month for employee+2

Once the retiree attains eligibility for Medicare coverage, the City's contribution shall be up to a maximum of:

\$599 per month for employee only  
\$1,406 per month for employee+1  
\$1,836 per month for employee+2

3. For retirees, if hired on or after November 21, 1995:  
The City shall pay the CalPERS minimum mandated contribution.

- B. Unit employees may select any available CalPERS benefit plan. Should a unit employee select a plan with premiums in excess of the City contribution level, the employee will be responsible for payment of such through payroll deductions. Should an individual select a plan less than the City contribution, the City's contribution is limited to the plan premium.
- C. Retirees will have access to the CalPERS Health Benefit Program in accordance with CalPERS regulations.
- D. Active police employees who were hired into the PPMA unit prior to January 1, 2020 and who opt out of medical coverage will receive a medical opt-out payment. This payment is intended to comply with the Affordable Care Act's Eligible Opt-Out arrangement. The opt-out payments are as follows:
- Family to 2 Party - \$357.50
  - 2 Party to Employee - \$536.25
  - Family to Employee Only - \$607.75
  - Employee - \$607.75
  - Employee + Dependent - \$822.25
  - Employee + Family - \$1001.00
- E. Employees hired or promoted into PPFMA after January 1, 2020 who opt out, will receive an opt out amount of \$400 per month.
- F. Employees who opt out of the CalPERS medical plan and receive cash must provide the following: (1) proof that the employee and all individuals for whom the employee intends to claim a personal exemption deduction ("tax family"), have or will have minimum essential coverage through another source (other than coverage in the individual market, whether or not obtained through Covered California) for the plan year to which the opt out arrangement applies ("opt out period"); and (2) the employee must sign an attestation that the employee and his/her tax family have or will have such minimum essential coverage for the opt out period. An employee must provide the attestation every plan year at open enrollment or within 30 days after the start of the plan year. The opt-out payment cannot be made and the City will not in fact make payment if the employer knows that the employee or tax family member doesn't have such alternative coverage, or if the conditions in this paragraph are not otherwise satisfied.
- G. Health Reimbursement Arrangement

City and PPFMA representatives are willing to participate in the exploration and possible development of an employee paid pre-funded post-employment (retirement) benefit program for employees hired after November 21, 1995.

## ARTICLE 13 - OTHER INSURANCE BENEFITS

### A. Dental Insurance

The City agrees to make available to all employees covered by this Memorandum of Understanding dental insurance, and to pay the full premium for employee and dependent coverage for said insurance, plus any premium increases which occur during the term of the Memorandum of Understanding. The City reserves the right to select the insurance carrier, or to administer any fringe benefit programs that now exist or may exist in the future during the term of this Memorandum of Understanding. The City agrees to meet and confer with PPFMA representatives before any reduction of dental insurance coverage.

Effective Jan. 1, 2017, City will provide dental enhancement to the Principal PPO Plan/Principal Point-Of-Service (POS) Dental Plan to include orthodontic coverage, this benefit is a \$1,500 lifetime maximum per family member enrolled in the dental plan.

### Optical Insurance

The City agrees to provide all employees covered by this Memorandum of Understanding optical insurance. Further, the City agrees that it shall pay the full premium for employee and the dependent coverage during the term of this Memorandum of Understanding. The City reserves the right to select the insurance carrier, or to administer any fringe benefit programs that now exist or may exist in the future during the term of this Memorandum of Understanding. The City agrees to meet and confer with PPFMA representatives before any reduction of optical insurance coverage.

### Short and Long Term Disability

The City agrees to provide to all full-time unit employees a short-term disability insurance plan at its sole expense. The basic coverage of this insurance shall be to guarantee a disabled employee an income of 66-2/3% of employee's basic salary up to a maximum of \$1,230/week following a fifteen(15) day waiting period or the exhaustion of all accrued sick leave. Definition of "disability" and duration of eligibility for benefits shall be as set forth in the City's policy with its insurance carrier.

The City agrees to provide to all full-time employees covered by this Memorandum of Understanding a long-term disability insurance plan at its sole expense. The basic coverage of this insurance shall be to guarantee a disabled employee an income of 66 2/3% up to a maximum of \$5,334/month of his basic salary following a ninety (90) day waiting period. Definition of "disability" and duration of eligibility for benefits shall be as set forth in PLACENTIA's policy with its insurance carrier.

### Life Insurance

The City agrees to provide to all employees covered by this Memorandum of Understanding life insurance at its sole expense, in the amount of one times each employee's earnings, rounded

to the next \$1,000 with a maximum of \$150,000 of coverage, \$1,000 for spouse, registered domestic partner and children over the age of six (6) months.

### Flexible Spending Account

The City agrees to continue an IRS Section 125 Flexible Spending Accounts Program.

## ARTICLE 14 - PERSONAL TIME OFF

The purpose of personal time off (PTO) is to enable eligible unit employees to take time off from work.

### A. PTO Accrual Rate - Police

Each eligible full-time unit employee shall accrue PTO on the following basis with the maximum accrual twice the annual accrual plus 100 hours (as noted in the table below):

1. Following completion of the first six months of continuous service, 40 hours; thereafter up to and including three (3) years of service, 3.08 hours (80 hours annually) for each completed bi-weekly pay period of service;
2. Upon completion of three (3) years of service and thereafter up to and including ten (10) years of service. 4.62 hours (120 hours annually) for each completed bi-weekly pay period of service;
3. Upon completion of ten (10) years of service and thereafter 6.46 hours (168 hours annually) for each completed bi-weekly pay period of service.

Years of Service	Accumulation Rate	Maximum Accumulation
0-3 years	3.08 hrs/pay period – or 80 hours annually	160 hours + 100 hours = 260 hours
3-10 years	4.62 hrs/pay period – or 120 hours annually	240 hours + 100 hours = 340 hours
10+ years	6.46 hrs/pay period – or 168 hours annually	336 hours + 100 hours = 436 hours

A completed biweekly pay period is defined as a pay period in which the employee has been in pay status for more than half of the working hours in that pay period.

### PTO Accrual Rate and Cash Out – Fire

1. PTO Accrues on a per pay period basis as follows:

Years of Service	Accumulation Rate	Maximum Accumulation
0-5 years	4.62	120 hours

6-7 years	5.38	140 hours
8-10 years	6.15	160 hours
10+ years	6.92	180 hours

2. Partial PRO Leave Accrual

Should an employee have paid hours less than their normally required full time scheduled hours during any pay period, PTO accrual will be pro-rated based on the number of paid hours.

3. PTO Maximum Accrual

Employees may accumulate up to a maximum of 260 hours. Once an employee reaches the maximum, no additional PTO will accrual until the accrual bank is below the maximum.

4. Cash Out

An employee may irrevocably elect to receive payment for PTO as follows:

1. The employee submits a completed PTO Leave Cash Out Election form (provided by Human Resources) by December 15th to elect to receive a cash payment for PTO hours that was accrued during that calendar year.
2. The election for cash out is limited to one-hundred and fifty (150) hours of accrued and unused PTO.
3. The irrevocable election request is to receive cash payment for the number of hours elected at the base hourly rate of pay.
4. Payment for the PTO cash out will occur with the first paycheck paid in December of the following calendar year.
5. At the time of the cash out, the balance of PTO once the cash out is made must be at least forty-eight (48) hours. Should the balance fall below forty-eight (48) hours, the amount of cash out will be adjusted to provide a cash out that results in a PTO balance of forty-eight (48) hours. Should fewer than ninety-six (96) hours be accrued at the time of cash out, no payment for PTO will be made to the employee.

5. Use of PTO Immediately Prior to Separation

PTO may not be used immediately prior to separation as a means to extend fully paid status for an individual when there is no intent to return to work, unless expressly approved by the City Administrator or as permitted under the law.

6. Payment of Accrued and Unused PTO Upon Separation

Accrued and unused PTO in accordance with the maximum accrual and other applicable sections of this document is paid at the base hourly rate of pay with the final paycheck upon separation from City service.

## Use of PTO

1. Unit employees will request personal time off through their immediate supervisor.
2. Approval of a personal time off request is the responsibility of the Chief of Police for police employees, and Fire Chief for fire employees, or his/her designee. He/she will primarily consider the needs of the City and, insofar as possible, the wishes of the employee.
3. Use of PTO may not exceed accumulated PTO leave bank.
4. Police employees with Extraordinary Vacation Leave Banks may use either their regular PTO bank or their Extraordinary Bank when taking PTO.

## PTO Payment Upon Separation of Employment - Police

An employee who separates from the service of the City shall receive payment for unused and accumulated PTO as of the date of separation, provided that accumulation of PTO shall be conditional upon completion of one (1) year of continuous service and an employee who, for any reason, does not complete one (1) year of continuous service, shall receive no credit/payment for personal time off.

## Employees Not Granted PTO Use - Police

Should a unit employee be unable to utilize PTO, after requesting leave in a reasonable time (at least two weeks) prior to reaching their PTO maximum, the City agrees to cash out 40 hours of PTO from the unit employee's regular PTO bank at the employees base hourly rate of pay in effect at the time of the cash out. Requests for PTO will not be unreasonably denied.

## ARTICLE 15 - SICK LEAVE & ALTERNATIVE HEALTH AND WELLNESS PROGRAM

Unit employees participate in the Alternative Health and Wellness (AHW) program which provides leave to be used for sick leave purposes as well as an incentive when employees use low amounts of leave. For long-term unit members, frozen sick leave banks may exist. Frozen sick leave banks may also be used for sick leave purposes or employees have the option of cashing out a portion of that leave as described below.

AHW hours and frozen sick leave hours may be used for an employees' illness or injury, medical appointments, for victims of domestic violence or stalking, or for other reasons the law allows sick leave to be used. Additionally, AHW leave may be used for family sick leave purposes as defined under the law (Labor Code 233).

Evidence may be required in the form of a physician's certification, or other documentation, for any absence of a duration of three (3) or more consecutive working days during which AHW or frozen sick leave is requested unless waived by the City Administrator. If the absence during which leave is requested is less than 3 consecutive work days no physician's certificate (note) will be necessary prior to returning to work, unless the City has reasonable cause to believe there is abuse of the leave.

## A. Alternative Health and Wellness Leave/Program

1. AHW leave accrual cannot exceed one-hundred and ninety-two (192) hours.
2. Unit members receive up to ninety-six (96) hours of AHW leave with the first pay period in July, as long as the AHW bank does not exceed 192 hours.
3. The AHW hours have no cash value during employment.
4. New employees will receive a pro-rated amount of AHW hours based on their date of hire. For example, an employee who begins employment in October, will receive sixty-four (64) hours of AWH with the first pay period in November for the remaining eight months in the fiscal year. New employees may use AHW leave after completing three months of City service.

### AHW Incentives

1. Unit members in active service as of July 1<sup>st</sup> will receive \$250 with the first pay check in July.
2. In addition to the \$250, unit members who use thirteen (13) hours of leave or less of AHW leave between July 1 – June 30 will be given \$1,000 with the first pay check following the completion of the fiscal year and may convert twenty-four (24) hours of AHW leave to their PTO bank (subject to PTO bank maximums). The employees must submit an election form requesting the conversion by June 1<sup>st</sup> of each year, and those who meet the criteria will have the 24 hours converted to PTO prior to the annual allocation of AHW leave.
3. In addition to the \$250, unit members who use more than thirteen (13) hours but twenty-six (26) hours of leave or less of AHW leave between July 1 – June 30 will be given \$500 with the first pay check following the completion of the fiscal year and, may convert twelve (12) hours of AHW leave to their PTO bank (subject to PTO bank maximums). The employees must submit an election form requesting the conversion by June 1<sup>st</sup> of each year, and those who meet the criteria will have the 12 hours converted to PTO prior to the annual allocation of AHW leave.

### AHW Upon Separation

Upon separation, employees with accrued, unused hours in their AHW banks, shall be paid out according to the following:

Years of Service	Rate
0 to 3 years	0%
Over 3 to 6 years	55%
Over 6 to 9 years	65%
Over 9 to 20 years	80%

Over 20 years	85%
Retirement	100%

#### Conversion of Sick Leave to CalPERS Service Credit - Police

Pursuant to the City's contract with CalPERS, unused sick leave that is not paid as cash may be converted to service credit as permitted under the CalPERS regulations.

#### Frozen Sick Leave - Police

For police members with frozen sick leave, each year those employees may elect to cash out up to ninety-six (96) hours of frozen sick leave, until the frozen sick leave is depleted. The cash out is paid at the employees' base hourly rate of pay. Unit members electing to cash out frozen sick leave, must submit a frozen sick leave cash out form no later than November 15<sup>th</sup> of each year to receive the cash out with the last paycheck in December.

Frozen sick leave has no cash value at the time of separation from employment.

#### AHW and Sick Leave Upon Reemployment

An employee who separates from City service and is reemployed by the City shall be treated as a new employee and shall not be entitled to any prior AHW leave unless required by law.

### ARTICLE 16 - BEREAVEMENT LEAVE

Unit members are eligible for bereavement leave because of death within the immediate family. Immediate family shall be defined as parent, child, step-child, spouse, registered domestic partner, sibling, grandparent, grandchild, and spouse's parents and grandparents. Police members may take bereavement leave for one full workweek (up to 40 consecutive hours) for each death that occurs in the member's immediate family. Fire members may use up to forty-eight (48) hours of paid bereavement leave in a consecutive twelve-month period beginning from the date the leave first begins.

### ARTICLE 17 - OTHER LEAVE PROVISIONS

#### A. Annual Leave Buy Back

Annually, by December 15<sup>th</sup>, employees may submit an irrevocable election form to receive payment of accrued leave in the following year under the following conditions:

1. To be eligible for the Leave Buy Back, employee must utilize forty (40) hours of PTO in the preceding 12 months.

2. An employee may elect to cash out up to one-hundred and fifty (150) hours of accrued PTO, Extraordinary Vacation Leave (Police), or Comp Time to be paid with the first paycheck in December as long as after the cash out, a minimum of eighty (80) hours remain in the PTO bank.
3. Employees with Extraordinary Vacation Leave (Police) must cash out that leave bank prior to requesting to cash out PTO or Comp Time.

For example, irrevocable election forms submitted in December 2019 will be for the December 2020 cash out. The hours of leave, which are converted to pay, shall be deducted from the employee's applicable accrual bank as identified on the irrevocable election form. The remaining unused leave shall remain in the applicable leave bank.

#### Other Leave Cash Out Processes - Police

1. In July each year, the City may elect to cash out up to two hundred (200) hours of the unit employee's Extraordinary Leave Bank until it is fully depleted.
2. In July of each year, the City may elect to cash out up to one hundred (100) hours of a unit employee's non-FLSA compensatory leave hours in excess of nine hundred (900) hours. Such optional buy-back will only occur in instances in which the Unit Employee's Extraordinary Leave Bank is exhausted.

Leave cash outs as outlined in this article may be paid in cash or as a deferred compensation contribution, at the employee's option, within the applicable IRS limits.

#### Industrial Accident Leave

Personnel covered by Section 4850 of the California Labor Code, shall receive industrial accident leave according to the provisions of Section 4850, California Labor Code. (Pay is non-taxable to the extent of wage loss.)

Any employee so entitled shall continue to accrue vacation, holidays, and sick leave, and to earn eligibility for consideration for merit salary increases during an absence resulting from an on-the-job injury.

The City will engage in the interactive process to evaluate the ability to provide reasonable accommodation to permit the employee to work in a light/modified duty capacity when a treating physician indicates that an employee may return to work with work restrictions.

#### Non-Industrial Injury

When an employee sustains a non-industrial injury/illness, and the City has received work restrictions from the treating physician, the City will engage in the interactive process to evaluate the ability to provide reasonable accommodation to permit the employee to work in a light/modified duty capacity.

## Military Leave

Military Leave with pay shall be granted pursuant to Division 2, Part 1, Chapter 7, Sections 395, et seq. of the Military and Veterans' Code of the State of California and City Resolution R-2001-64.

## Other Leaves

The City Administrator may grant a leave of absence without pay to a unit member at his/her sole discretion.

## Catastrophic Leave Bank

The City agrees to permit employees to voluntarily contribute accrued FLSA comp time, non-FLSA compensatory time, or PTO hours to City employees, who have exhausted available accrued leave time under emergency conditions.

The City and PPFMA agree that a catastrophic leave bank shall be created for unused/reimbursed donated hours to be retained for use by PPFMA members elected by the PPFMA.

# ARTICLE 18 - HOLIDAYS

## A. Designated Holidays

All Unit Employees, except as hereinafter noted, shall be entitled to the following holidays, consisting of ten (10) hours each:

1. New Year's Day ..... January 1
2. Martin Luther King Day ..... (Third Monday in January)
3. Washington's Birthday ..... (Third Monday in February)
4. Memorial Day ..... (Last Monday in May)
5. Independence Day ..... July 4
6. Labor Day ..... (First Monday in September)
7. Veterans' Day ..... November 11
8. Thanksgiving Day ..... (Fourth Thursday in November)
9. Friday after Thanksgiving ..... (Day after Thanksgiving)
10. Christmas Eve ..... December 24
11. Christmas Day ..... December 25
12. One "floating holiday" in each 12-month period; effective at the beginning the fiscal year and may be taken on such date as requested by the employee subject to supervisor's approval.

## Dates of Observance of a Holiday

When a holiday falls on a Sunday, the following Monday shall be deemed to be a holiday in lieu of the day observed. When a holiday falls on Saturday, the preceding Friday shall be deemed to be a holiday in lieu of the day observed. As Christmas Eve and Christmas are successive holidays, if either of them falls on a Saturday or Sunday, the City will celebrate the double holiday on the Friday preceding and the Monday following such a weekend.

## Holidays for Shift Employees

Unit employees shall accrue 120 hours of holiday-in-lieu leave per year, credited to employee's Holiday Leave bank on January 1. Any balance that remains in the last pay period of the calendar year shall be paid to employees at their regular rate of pay.

Effective June 9, 2024, Unit Employees will cease to receive Holiday-in Lieu hours each pay period and will be granted a one-time pro-rated amount of sixty-five (65) hours of Holiday-in-Lieu in a separate Holiday-In-Lieu bank. Unused hours in this bank will be cashed out at the employee's regular rate of pay in the last pay period in December 2024.

Holiday Leave would be prorated at time of hire/separation.

Pursuant to applicable regulations, Holiday-in-Lieu hours shall be reported for those applicable Unit Members to CalPERS in the pay period in which they were earned, regardless of when paid.

## Holiday Closure

1. City to provide sixty (60) hours of leave for use during the holiday closure. These hours are placed in the MAL leave bank. Employees who are not working between December 15, 2023 and January, 2024, must use these hours for days off of work. Employees in critical positions who are unable to utilize time off during Holiday Closure period will receive pay for unused hours on the last paycheck in June 2024. Hours are subject to the normal approval process and will be prorated for new employees. Employees must be employed during Holiday Closure period between December 15, 2023 and January 1, 2024 to be eligible. Any time not utilized or paid out will be forfeited effective June 30, 2024.
2. City to provide sixty (60) hours of Leave for use during the holiday closure. These hours are placed in the MAL leave bank. Employees who are not working between December 20, 2024 and January 5, 2025, must use these hours for days off work. Employees in critical positions who are unable to utilize time off during Holiday Closure period will receive pay for unused hours on the last paycheck in June 2025. Hours are subject to the normal approval process and will be prorated for new employees. Employees must be employed during Holiday Closure period between December 20, 2024 and January 5, 2025 to be eligible. Any time not utilized or paid out will be forfeited effective June 30, 2025.

## ARTICLE 19 - LEAVES OF ABSENCE

1. During any unpaid leave of absence, unit members will not accrue leave and the City will not contribute toward medical/insurance benefits, unless required to do so under the law.
2. Unit members with accrued leave are required to utilize their leave accruals when they are absent from their regular schedule. Accrued leave shall be used to cover any hours of absence from the employees' regular work schedule. Unpaid leaves of absence for partial or full days, is not authorized when accrued leave is available.

## ARTICLE 20 - CITY PROVIDED VEHICLES

The City shall update the Vehicle Use Policy (No. 348) as soon as feasibly possible.

The Police Department positions who are authorized to have a take home vehicle assigned to them shall be as follows:

- Captains
- Administrative Lieutenant
- Patrol Lieutenant
- Traffic Sergeant (Motorcycle)
- Investigative Sergeant
- Special Enforcement Detail Sergeant

## ARTICLE 21 - GRIEVANCE AND ARBITRATION PROCEDURES (Police Employees)

### A. Purpose

The purpose of the grievance procedure is:

1. To promote improved employer-employee relations by establishing grievance procedures on matters for which appeal or hearing is not provided by other regulations.
2. To afford unit employees, individually or through qualified employee organizations a systematic means of obtaining further consideration of problems after every reasonable effort has failed to resolve them through discussions.
3. To provide that a grievance shall be settled as near as possible to the point of origin.
4. To provide that appeals shall be conducted as informally as possible.

### Matters Subject To Grievance Procedure

Any unit employee shall have the right to grieve alleged violations or misapplications of this Memorandum of Understanding or of existing resolutions, ordinances, rules or regulations with respect to wages, hours, or conditions of employment, or suspension, dismissal from employment or any other disciplinary action; and for which appeal is not provided by other regulations or is not prohibited.

## Informal Grievance Procedure

A unit employee who has a problem or complaint should first try to get it settled through discussion with his/her immediate supervisor without undue delay. If, after this discussion, he/she does not believe the problem has been satisfactorily resolved, he/she shall have the right to discuss it with his/her supervisor's immediate superior.

Every effort should be made to find an acceptable solution by informal means at the lowest possible level of supervision. If the unit employee is not in agreement with the decision reached by discussion, he/she shall then have the right to file a formal grievance. Any formal grievance must be filed within thirty (30) calendar days after the event giving rise to said grievance.

## Formal Grievance Procedure

1. First Level of Review (Step 1) - The grievance shall be presented in writing to the unit employee's immediate supervisor, who shall render his/her decision and comments in writing and return them to the unit employee within fifteen (15) calendar days after receiving the grievance in writing. If the unit employee does not agree with his/her supervisor's decision, or if no answer has been received within fifteen (15) calendar days after submitting the grievance in writing to the immediate supervisor, the unit employee may present an appeal in writing to the Police Chief. Failure of the unit employee to take further action within ten (10) calendar days after receipt of the written decision of his/her supervisor, or within twenty-five (25) calendar days following submittal of the written grievance to the supervisor if no decision by the supervisor is rendered, will constitute a withdraw/dropping of the grievance.
2. Department Review (Step 2) - The Police Chief receiving the grievance, or his/her designated representative, shall discuss the grievance with the unit employee, his/her representative, if any, and with other appropriate persons. The Police Chief (or designee) shall render his/her decision and comments in writing, and return them to the unit employee within fifteen (15) calendar days after receiving the grievance. If the unit employee does not agree with the decision reached or if no answer has been received within fifteen (15) calendar days, he/she may present the grievance, in writing, to the City Administrator. Failure of the unit employee to take further action within ten (10) calendar days after receipt of the decision of the Police Chief (or designee), or within twenty-five (25) calendar days following submittal of the written grievance to the Police Chief if no decision is rendered by the Police Chief (or designee), will constitute a withdraw/dropping of the grievance.
3. City Administrator Review (Step 3) - The City Administrator shall discuss the grievance with the unit employee, his/her representative, if any, and with other appropriate persons. The City Administrator may designate a fact finding committee or an individual not in the normal line of supervision, to advise him/her concerning the grievance. The City Administrator shall render a decision in writing to the unit employee within twenty (20) calendar days after receiving the grievance. If the unit employee does not agree with the

decision reached or if no answer has been received within twenty (20) calendar days, he/she may submit the grievance to binding arbitration, as outlined below. Failure of the unit employee to take further action within ten (10) Calendar days after receipt of the City Administrator's decision, or within a total of twenty (20) calendar days following submittal of the written grievance to the City Administrator if no decision is rendered will constitute a withdraw/dropping of the grievance.

## Conduct of Grievance Procedure

1. The time limits specified above may be extended to a definite date by mutual agreement of the unit employee and the reviewer concerned.
2. The unit employee may request the assistance of another person of his/her own choosing in preparing and presenting his/her appeal at any level of review.
3. The unit employee and his/her representative may be permitted to use a reasonable amount of work time, as determined by the Police Chief, in conferring about and presenting the appeal.
4. Unit employees shall be assured freedom from reprisal for using the grievance procedure.

## Arbitration

### 1. General Provisions

After having exhausted the provisions of the Grievance Procedure set forth herein, an eligible unit employee shall have the right to submit to binding arbitration any grievance which has not been resolved to his/her satisfaction, except in instances where such submission is specifically prohibited by the Personnel Ordinance, City Personnel Rules or this Memorandum of Understanding. Such appeal may be filed only after completion of Step 3 of the Grievance Procedure and in accordance with the time limits provided herein. Binding arbitration, as provided in this Article, shall be the sole and exclusive procedure for final resolution of unresolved grievances.

### 2. Procedures

If the grievant is not satisfied with the decision rendered at Step 3 of the Grievance Procedure, he/she may submit the matter to binding arbitration within the time limits set forth in the Grievance Procedures by filing written notice of such submission with the Director of Administrative Services. The written notice shall set forth the issue being submitted to binding arbitration the provision(s) allegedly violated, and the remedy requested.

- a. The City's representative and the grievant or his/her designated representative(s), shall select an impartial third party to serve as the arbitrator.
- b. If the City's representative and the grievant, or his/her designated representative(s), are unable to agree upon an impartial third party, then the arbitrator shall be selected

by mutually striking and ranking names from a list of professional arbitrators supplied by the American Arbitration Associations. Failure of the unit employee to participate in obtaining a list of arbitrators, selecting a single arbitrator, or scheduling an arbitration date within thirty (30) calendar days of being requested to do so by the City, shall constitute a dropping of the grievance.

- c. Each party to the dispute shall have the opportunity to present testimony and relevant evidence and to cross-examine witnesses before the arbitrator. After hearing the case, the arbitrator shall, in writing, submit to the parties his/her decision for resolution of the grievance. The decision of the arbitrator shall be final and binding upon both parties.

### 3. Conditions

The arbitrator shall have no power to add to, subtract from, nor to modify any of the terms of any memorandum of understanding between the parties. The arbitrator's award shall be consistent with, and controlled by, the Personnel Rules, Ordinances, and Charter of the City of Placentia, as well as the laws and Constitution of the State of California.

- 4. All expenses of arbitration shall be borne equally by the parties.
- 5. The provisions of this Section shall in no way apply to the "meet-and-confer" process.

## ARTICLE 22 - SEVERABILITY CLAUSE

If any part of this MOU is rendered or declared invalid by reason of any existing or subsequently-enacted legislation, governmental regulation or order or decree of court, the invalidation of such part of this MOU shall not render invalid the remaining part hereof. Either party may request to meet and confer over the impacts that the invalidation of any section, clause, or provision causes.

## ARTICLE 23 – TOTAL COMPENSATION SURVEY

The parties agree the components outlined in Appendix C will be used should the City complete a Total Compensation Survey for police employees.

## ARTICLE 24 - TERM

Beginning with the start of the first full pay period following ratification of this MOU by the City Council.

The terms of this Memorandum are to remain in full force and effective June 9, 2024, and remain in effect through June 30, 2025.

In the event of a financial emergency promulgated by any State or Federal action that substantially increases City costs related to health insurance, retirement benefits, and/or any other employee benefits or substantially reducing City revenue, the parties agree to reopen negotiations for a thirty (30) day period to negotiate the impact of such reductions. If mutual agreement is not reached by the parties, the terms of the MOU will remain unchanged.

This agreement, upon ratification and adoption supersedes all prior agreements, whether written or oral, unless expressly stated to the contrary herein and constitutes the complete and entire agreement between the parties and concludes the meet and confer process for its term unless otherwise expressly stated.

FOR THE CITY:

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**Damien Arrula, City Administrator**

*Alice Burnett*  

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**Alice Burnett, Director of  
Human Resources**

*Jennifer Lampman*  

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**Jennifer Lampman, Director of  
Finance**

FOR PPFMA:

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**Brian Olivo, Mastagni Holstedt**

*Tom McKenzie*  

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**Tom McKenzie, PPFMA President**

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**Tony Davis, PPFMA Vice-President**

*David Radomski*  

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**David Radomski, PPFMA  
Treasurer/Secretary**

APPENDIX "A" - JOB CLASS AND SALARY SCHEDULE  
 Placentia Police and Fire Management Association (PPFMA)

EFFECTIVE JUNE 9, 2024

JOB CLASS	STEP A			STEP B			STEP C			STEP D			STEP E		
	Hr.	Monthly	Annual												
POLICE SERGEANT	51.85	8,987.38	107,848.51	54.65	9,472.69	113,672.33	57.60	9,984.22	119,810.63	60.71	10,523.37	126,280.40	63.99	11,091.63	133,099.55
IT POLICE SERGEANT	54.65	9,472.69	113,672.33	57.60	9,984.22	119,810.65	60.71	10,523.37	126,280.44	63.99	11,091.63	133,099.58	67.45	11,690.58	140,286.95
POLICE LIEUTENANT	63.67	11,036.53	132,438.37	67.11	11,632.50	139,590.05	70.73	12,260.66	147,127.91	74.55	12,922.73	155,072.82	78.58	13,620.56	163,446.76
POLICE CAPTAIN	74.61	12,932.40	155,188.74	78.64	13,630.74	163,568.94	82.89	14,366.81	172,401.66	87.36	15,142.61	181,711.35	92.08	15,960.31	191,523.75
FIRE BATTALION CHIEF	43.07	10,450.76	125,409.14	45.39	11,015.10	132,181.21	47.84	11,609.90	139,318.75	50.43	12,236.83	146,842.01	53.15	12,897.60	154,771.25

EFFECTIVE JULY 7, 2024

JOB CLASS	STEP A			STEP B			STEP C			STEP D			STEP E		
	Hr.	Monthly	Annual												
POLICE SERGEANT	54.96	9,526.62	114,319.42	57.93	10,041.06	120,492.67	61.06	10,583.27	126,999.27	64.35	11,154.77	133,857.23	67.83	11,757.13	141,085.52
IT POLICE SERGEANT	57.93	10,041.06	120,492.67	61.06	10,583.27	126,999.29	64.35	11,154.77	133,857.26	67.83	11,757.13	141,085.55	71.49	12,392.01	148,704.16
POLICE LIEUTENANT	66.22	11,477.99	137,735.91	69.80	12,097.80	145,173.65	73.56	12,751.09	153,013.02	77.54	13,439.64	161,275.73	81.72	14,165.39	169,984.63
POLICE CAPTAIN	77.59	13,449.69	161,396.29	81.78	14,175.97	170,111.69	86.20	14,941.48	179,297.73	90.86	15,748.32	188,979.81	95.76	16,598.72	199,184.70
FIRE BATTALION CHIEF	44.79	10,868.79	130,425.51	47.21	11,455.70	137,468.45	49.76	12,074.29	144,891.50	52.44	12,726.31	152,715.69	55.28	13,413.51	160,962.10

## APPENDIX "B"- 1995 INSURANCE CHANGES

Tier I - Employees, hired prior to November 21, 1995.

The City shall make available single party and dependent medical, dental, optical, long-term disability and life insurance to all classified employees, and to such other employees and officials as may be designated by the City Council. The City shall pay that amount toward the premiums for such insurance as may be determined by the City Council and the employee shall pay the remainder of the premium. Such premiums shall be paid only to the company or companies with whom the City has contracted for such insurance coverage.

During periods of approved medical leave without pay, the City shall continue to pay its normal contribution for the above insurances for all officers and employees.

Upon service retirement, or ordinary disability retirement, the City shall continue to pay its normal contribution for medical, dental, optical, and life insurances for all eligible employees. These benefits shall be considered to be vested for employees hired prior to November 21, 1995. Retired employees receiving these insurances shall if eligible enroll in, and pay for Medicare, Part B, at their earliest eligible date, as primary carrier. Employees retiring for industrial disability shall not be eligible for this benefit.

Tier II - Employees, hired on or after November 21, 1995.

The City shall make available single party and dependent medical, dental, optical, longterm disability and life insurance to all classified employees, and to such other employees and officials as may be designated by the City Council. The City shall pay that amount toward the premiums for such insurance as may be determined by the City Council and the employee shall pay the remainder of the premium. Such premiums shall be paid only to the company or companies with whom the City has contracted for such insurance coverage.

During periods of approved medical leave without pay, the City shall continue to pay its normal contribution for the above insurances for all officers and employees.

Upon service retirement, or ordinary disability retirement, Tier II employees shall have the option of participating in a post-retirement insurance benefit program at their own cost. Employees retiring for industrial disability shall not be eligible for this benefit.

PLACENTIA agrees that PPMA representative(s) shall participate in the exploration and possible development of an employee paid pre-funded post-retirement benefits program for employees hired after November 21, 1995.

## APPENDIX "C"-TOTAL COMENSATION SURVEY COMPONENTS

The parties agree the following components will be used to guide future Total Compensation Surveys as to police employees:

- Top Step Salary - subtract any employee contribution to Retirement Plan as outlined below
- Medical - maximum City contribution for Medical, Dental, Vision, LTD, Life
- Uniform Allowance - Divide annual amount by 12 and add to monthly rate
- Retiree Medical - Enter amount provided to new hires. Amount paid by City into retiree health savings plan, or, if benefit provided upon retirement, the maximum benefit provided for retiree medical, dental and vision.
- POST/Education Pay - Use Maximum amount provided for:
  - AA or Intermediate POST Certificate Amount
  - BA or Advanced POST Certificate Amount
  - MA Amount
  - Combine if allowed
- Longevity - Maximum amount provided.
- Employee Retiree Contributions - Any contributions paid by employee toward retirement plan (either employer or employee portion but paid by employee)



# Placentia City Council

## **AGENDA REPORT**

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF FINANCE

DATE: JULY 2, 2024

SUBJECT: **RESOLUTION ADOPTING THE ANNUAL STATEMENT OF INVESTMENT POLICY FOR FISCAL YEAR 2024-25**

FISCAL  
IMPACT: NONE

### **SUMMARY:**

In accordance with California Government Code ("CGC") Section 53646(a)(2), submitted for City Council review and approval is the annual Statement of Investment Policy for Fiscal Year 2024-25. The proposed investment policy states the goals of the City's investment activities, the types of investments in which the City is allowed to invest its funds and the reporting requirements.

### **RECOMMENDATION:**

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

1. Adopt Resolution No. R-2024-46, a Resolution of the City Council of the City of Placentia, California, adopting the annual Statement of Investment Policy for the Fiscal Year 2024-25.

### **STRATEGIC PLAN STATEMENT:**

This item is consistent with the City Council approved 5-Year Strategic Goal #1 to ensure long-term fiscal sustainability under Objective #1.5, which is to continue seeking ways to diversify the City's revenue sources to prevent over-reliance on any one source.

### **DISCUSSION:**

An investment policy describes the parameters for investing government funds and identifies the investment objectives, preferences or tolerance for risk, constraints on the investment portfolio, and how the investment program will be managed and monitored. The document itself serves as a communication tool for the Staff, elected officials, the public, rating agencies, bondholders, and any other stakeholders on investment guidelines and priorities. An investment policy enhances the quality of decision making and demonstrates a commitment to the fiduciary care of public funds, making it the most important element in a public funds investment program.

**1.f.**  
**July 2, 2024**

The City of Placentia's Investment Policy is reviewed and updated annually and includes statements on the following:

- Scope and investment objectives: The scope of the policy covers all funds of the City, with the policy's objectives being (in order) Safety, Liquidity and Yield.
  - *Safety*- Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio.
  - *Liquidity*- The City's investment portfolio will remain sufficiently liquid to enable the City of Placentia to meet all operating requirements which might be reasonably anticipated.
  - *Yield*-The City's investment portfolio shall have the objective of attaining a comparative performance measurement or an acceptable rate of return throughout budgetary and economic cycles. These measurements should be commensurate with the City's investment risk constraints identified in this Investment Policy and the cash flow characteristics of the portfolio.
- Roles, responsibilities, and standards of care: The City Treasurer shall be responsible for investment of City Funds and comply with the "prudent investor" standard which states, "When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity of the agency."
- Suitable and authorized investments: Investment of City funds is governed by the California Government Code Sections 53600 et seq. Only those investments authorized in the policy shall be allowable. Examples of authorized investments include United States treasury bills, bonds or notes, Local Agency Investment Fund (LAIF), Negotiable Certificates of Deposit and United States Government obligations.
- Diversification: The City shall diversify the investments within the portfolio to avoid incurring unreasonable risks inherent in over-investing in specific instruments, individual financial institutions, or maturities. To promote diversification, no more than 5% of the portfolio may be invested in the securities of any one issuer, regardless of security type, excluding U.S. Treasuries, federal agencies, and pooled investments such as LAIF, money market funds, or local government investment pools.
- Safekeeping, custody, and internal controls: All security transactions shall be conducted on a delivery-versus-payment (DVP) basis. Securities will be held by a third-party custodian designated by the City Treasurer and evidenced by safekeeping receipts. Appropriate internal controls will be established and reviewed annually by external auditors that will review and perform procedure testing on the City's cash and investments that have a material impact on the financial statements.

- Authorized financial institutions, depositories, and broker/dealers: The City Treasurer will maintain a list of approved financial institutions authorized to provide investment services to the public agency in the State of California. These may include “primary” dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1 (uniform net capital rule).
- Risk and performance standards: The recommended performance benchmark is the Two-Year Constant Treasury Maturity Rate which is consistent with the weighted average maturity of the portfolio.
- Reporting and disclosure standards: The City Treasurer will prepare and submit quarterly reports to the City Council stating compliance of the portfolio with the investment policy and affirming the City’s ability to meet its expenditure requirements for the next six months.

The Investment Policy was significantly updated in FY 2022-23 to incorporate best practices recommended by the Government Finance Officers Association (GFOA) and align with their sample investment policy. The FY 2024-25 policy maintains these best practices while continuing to prioritize safety, liquidity and yield.

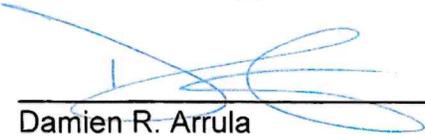
Prepared by:

  
\_\_\_\_\_  
Jennifer Lampman  
Director of Finance

Reviewed and approved:

  
\_\_\_\_\_  
Kevin Larson  
City Treasurer

Reviewed and approved:

  
\_\_\_\_\_  
Damien R. Arrula  
City Administrator

Attachments:

1. Resolution No. R-2024-46 – Annual Statement of Investment Policy
2. Statement of Investment Policy FY 2024-25

**RESOLUTION NO. R-2024-46**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, ADOPTING THE ANNUAL STATEMENT OF INVESTMENT POLICY FOR THE FISCAL YEAR 2024-25**

**A. Recitals**

(i) California Government Code §53646 provides that the Treasurer or Finance Director of the City of Placentia may annually provide a Statement of Investment Policy to the City Council and the Financial Audit Oversight Committee.

(ii) The Finance Director and the City Treasurer of the City of Placentia have prepared for approval the attached Statement of Investment Policy for Fiscal Year 2024-25.

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

**B. Resolution**

NOW, THEREFORE, the City Council of the City of Placentia hereby finds, determines and resolves as follows:

1. The attached Statement of Investment Policy for the City of Placentia hereby is adopted for the Fiscal Year 2024-25, in compliance with California Government Code §53646.

2. The Finance Director shall provide the Annual Statement of Investment Policy to each member of the Financial Audit Oversight Committee.

**PASSED, APPROVED AND ADOPTED** on the 2<sup>nd</sup> day of July 2024.

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Jeremy Yamaguchi, Mayor

ATTEST:

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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 2<sup>nd</sup> day of July 2024, by the following vote:

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

---

Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

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Christian L. Bettenhausen, City Attorney

# City of Placentia

## STATEMENT OF INVESTMENT POLICY

*Adopted by the City Council on July 2, 2024*



**2024-2025**

# CITY OF PLACENTIA

## INVESTMENT POLICY

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## **I. INTRODUCTION**

The purpose of this investment policy is to identify various policies and procedures that will foster a prudent and systematic investment program designed to seek the City of Placentia's objectives of safety, liquidity and return on investment through a diversified investment portfolio. This policy also serves to organize and formalize the City's investment-related activities, while complying with all applicable statutes governing the investment of public funds. This policy is written to incorporate industry best practices and recommendations from sources such as the Government Finance Officers Association (GFOA), California Municipal Treasurers Association (CMTA), California Debt and Investment Advisory Commission (CDIAC) and the Association of Public Treasurers (APT).

This investment policy was adopted by the City Council and is effective as of July 2, 2024, and replaces any previous versions.

## **II. SCOPE**

This policy applies to all funds and investment activities under the direct authority of the City, as set forth in the State Government Code, Sections 53600 *et seq.*, with the following exceptions:

- Proceeds of debt, which are governed by the investment provisions of their specific bond indentures.
- Pension and Other Post-Employment Benefit (OPEB) Trust Funds, which are invested in accordance with the provisions of the Trust Agreements.
- Any other funds specifically exempted by the City Council.

### **POOLING OF FUNDS**

Except for cash in certain restricted and special funds, the City will consolidate cash and reserve balances from all funds to maximize investment earnings and to increase efficiencies with regard to investment pricing, safekeeping, and administration. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

## **III. PRUDENCE**

Pursuant to California Government Code, Section 53600.3, all persons authorized to make investment decisions on behalf of the City are trustees and therefore fiduciaries subject to the *Prudent Investor Standard*:

“...all governing bodies of local agencies or persons authorized to make investment decisions on behalf of those local agencies investing public funds pursuant to this chapter are trustees and therefore fiduciaries subject to the prudent investor

standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the Agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the Agency. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law.”

The Treasurer and other authorized persons responsible for managing City funds acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security’s credit risk or market price changes provided that the Treasurer or other authorized persons acted in good faith. Deviations from expectations of a security’s credit or market risk should be reported to the governing body in a timely fashion and appropriate action should be taken to control adverse developments.

#### **IV. OBJECTIVES**

The City’s overall investment program shall be designed and managed with a degree of professionalism worthy of the public trust. The overriding objectives of the program are to preserve principal, provide sufficient liquidity, and manage investment risks, while seeking a market-rate of return.

1. **SAFETY.** Safety of principal is the foremost objective of the investment program. Investments will be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, the City will diversify its investments by investing funds among a variety of securities with independent returns. The City shall seek to preserve principal by mitigating the two types of risk: credit risk and market risk.
  - a. Credit risk, defined as the risk of loss due to failure of the issuer of a security, shall be mitigated by investing in issuers that carry the direct or implied backing of the U.S. Government (including, but not limited to, the U.S. Treasury, U.S. Government Agencies, and federally insured banks). The portfolio will be diversified so that the failure of any one issuer does not unduly harm the City’s capital base and cash flow.
  - b. Market risk, (aka “interest rate risk”) defined as market value fluctuations due to overall changes in the general level of interest rates shall be mitigated by limiting the maximum maturity of any one security to five years, structuring the portfolio based on historic and current cash flow analysis eliminating the need to sell securities prior to maturity and avoiding the purchase of long-term securities for the sole purpose of short-term speculation. Moreover, it is the City’s full intent, at the time of purchase, to hold all investments until maturity to ensure the return of

all invested principal dollars. Limited exceptions will be granted for security swaps that would improve the portfolio's yield and/or credit quality.

2. **LIQUIDITY.** The investment portfolio will remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated.
3. **RETURN ON INVESTMENTS.** The investment portfolio will be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints for safety and liquidity needs.

## **V. DELEGATION OF AUTHORITY**

Authority to manage the City's investment program is derived from California Government Code, Sections 41006 and 53600 *et seq.*

The City Council is responsible for the management of the City's funds, including the administration of this investment policy. Management responsibility for the cash management of the City's funds is hereby delegated to the City Treasurer and will be reaffirmed annually. In the Treasurer's absence, the Treasurer delegates investment authority to the Deputy City Treasurer (Finance Director) as allowable per California Government Code Section 41006.

The Treasurer will be responsible for all transactions undertaken and will establish a system of procedures and controls to regulate the activities of subordinate officials and employees. Such procedures will include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the City Treasurer.

The City may engage the services of one or more external investment advisers, who are registered under the Investment Advisers Act of 1940, to assist in the management of the City's investment portfolio in a manner consistent with the City's objectives. External investment advisers may be granted discretion to purchase and sell investment securities in accordance with this investment policy.

The City's overall investment program shall be designed and managed with a degree of professionalism that is worthy of the public trust. The City recognizes that in a diversified portfolio, occasional measured losses may be inevitable and must be considered within the context of the overall portfolio's return and the cash flow requirements of the City.

## **VI. ETHICS AND CONFLICTS OF INTEREST**

All participants in the investment process shall act as custodians of the public trust. Investment officials shall recognize that the investment portfolio is subject to public review and evaluation. Thus, employees and officials involved in the investment process shall refrain from personal business activity that could create a conflict of interest or the

appearance of a conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

Employees and investment officials shall disclose to the City Administrator any material interests in financial institutions with which they conduct business, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall not undertake any personal investment transactions with the same individual with whom business is conducted on behalf of the Agency.

## **VII. INTERNAL CONTROLS**

The City Treasurer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the entity are protected from loss, theft, or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. Internal controls shall include but are not limited to: verification of all wire transfers from two of the four following officers: Mayor, City Treasurer, City Administrator, Finance Director, authorization of transactions, timely bank reconciliations and custodial safekeeping (investment securities are held by an independent financial institution and are recorded in the City's name). Annually, an independent auditing firm shall review internal controls in conjunction with the audit of the City's financial statements and provide written recommendations and observations regarding the adequacy of investment controls. These observations will be reviewed by the City's Financial Audit Oversight Committee as part of their annual audit review of the City's Annual Comprehensive Financial Report (ACFR). All banking and investment accounts held by approved financial institutions shall conform to the City of Placentia Wire and Funds Transfer Policy #443.

## **VIII. AUTHORIZED FINANCIAL INSTITUTIONS, DEPOSITORIES, AND BROKER/DEALERS**

To the extent practicable, the Treasurer shall endeavor to complete investment transactions using a competitive bid process whenever possible. The City's Treasurer will determine which financial institutions are authorized to provide investment services to the City. It shall be the City's policy to purchase securities only from authorized institutions and firms.

The Treasurer shall maintain procedures for establishing a list of authorized broker/dealers and financial institutions which are approved for investment purposes that are selected through a process of due diligence as determined by the City. Due inquiry shall determine whether such authorized broker/dealers, and the individuals covering the City are reputable and trustworthy, knowledgeable, and experienced in Public Agency investing and able to meet all of their financial obligations. These institutions may include "primary" dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15c3-1 (uniform net capital rule).

In accordance with Section 53601.5, institutions eligible to transact investment business with the City include:

- Primary government dealers as designated by the Federal Reserve Bank and non-primary government dealers.
- Nationally or state-chartered banks.
- The Federal Reserve Bank.
- Direct issuers of securities eligible for purchase.

Selection of financial institutions and broker/dealers authorized to engage in transactions will be at the sole discretion of the City, except where the City utilizes an external investment adviser in which case the Agency may rely on the adviser for selection.

All financial institutions which desire to become qualified bidders for investment transactions (and which are not dealing only with the investment adviser) must supply the Treasurer with audited financials, proof of state registration, proof of NASD registration and a statement certifying that the institution has reviewed the California Government Code, Section 53600 *et seq.* and the City's investment policy. The Treasurer will conduct an annual review of the financial condition and registrations of such qualified bidders.

Public deposits will be made only in qualified public depositories as established by State law. Deposits will be insured by the Federal Deposit Insurance Corporation, or, to the extent the amount exceeds the insured maximum, will be collateralized in accordance with State law.

Selection of broker/dealers used by an external investment adviser retained by the City will be at the sole discretion of the adviser. Where possible, transactions with broker/dealers shall be selected on a competitive basis and their bid or offering prices shall be recorded. If there is no other readily available competitive offering, best efforts will be made to document quotations for comparable or alternative securities. When purchasing original issue instrumentality securities, no competitive offerings will be required as all dealers in the selling group offer those securities at the same original issue price.

## **IX. AUTHORIZED INVESTMENTS**

The City's investments are governed by California Government Code, Sections 53600 *et seq.* Within the investments permitted by the Code, the City seeks to further restrict eligible investments to the guidelines listed below. In the event a discrepancy is found between this policy and the Code, the more restrictive parameters will take precedence. Percentage holding limits listed in this section apply at the time the security is purchased.

Any investment currently held at the time the policy is adopted which does not meet the new policy guidelines can be held until maturity and shall be exempt from the current policy. At the time of the investment's maturity or liquidation, such funds shall be reinvested only as provided in the current policy.

An appropriate risk level shall be maintained by primarily purchasing securities that are of high quality, liquid, and marketable. The portfolio shall be diversified by security type and institution to avoid incurring unreasonable and avoidable risks regarding specific security types or individual issuers.

1. **CALIFORNIA LOCAL AGENCY BONDS** include bonds of a local agency within the State of California and including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency or by a department, board, agency, or authority of the local agency, provided that:
  - The securities are rated in a rating category of “AA” or its equivalent or better by at least one nationally recognized statistical rating organization (“NRSRO”).
  - The maximum maturity does not exceed five (5) years.
  
2. **CALIFORNIA LOCAL AGENCY OBLIGATIONS** include obligations of a local agency within the State of California, provided that:
  - The securities are rated in a rating category of “AA” or its equivalent or better by at least one nationally recognized statistical rating organization (“NRSRO”).
  - The maximum maturity does not exceed five (5) years.
  
3. **STATE OBLIGATIONS (REGISTERED TREASURY NOTES OR BONDS)** of any of the other 49 states in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 states, in addition to California.
  - The securities are rated in a rating category of “AA” or its equivalent or better by at least one nationally recognized statistical rating organization (“NRSRO”).
  - The maximum maturity does not exceed five (5) years.
  
4. **U.S. TREASURIES** and other government obligations for which the full faith and credit of the United States are pledged for the payment of principal and interest. There are no limits on the dollar amount or percentage that the City may invest in U.S. Treasuries, provided that:
  - The maximum maturity is five (5) years.
  
5. **FEDERAL AGENCIES** or United States Government-Sponsored Enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises. There are no limits on the dollar amount that the City may invest in Federal Agency or Government-Sponsored Enterprises (GSEs), provided that:
  - No more than 15% of the portfolio may be invested in any single Agency/GSE issuer.
  - The maximum percent of federal agency obligations in the portfolio will be 30%.
  - The maximum maturity does not exceed five (5) years.

**6. BANKER'S ACCEPTANCES**, provided that:

- No more than 30% of the portfolio may be invested in Banker's Acceptances.
- No more than 30% of the portfolio may be invested in any single issuer.
- The maximum maturity does not exceed 180 days.

**7. COMMERCIAL PAPER**, provided that:

- The issuer is a corporation organized and operating in the United States with assets in excess of \$500 million.
- The securities are rated "A-1" or its equivalent or better by at least one NRSRO.
- They are issued by corporations which have long-term obligations rated in a rating category of "A" or its equivalent or better by at least one NRSRO.
- No more than 25% of the portfolio may be invested in Commercial Paper. Under a provision sunsetting on January 1, 2026, no more than 40% of the portfolio may be invested in Commercial Paper if the Agency's investment assets under management are greater than \$100,000,000.
- No more than 10% of the portfolio may be invested in any single issuer.
- The maximum maturity does not exceed 270 days.

**8. NEGOTIABLE CERTIFICATES OF DEPOSIT (NCDs) OR TIME DEPOSITS**, issued by a nationally or state-chartered bank, a savings association, or a federal association, a state or federal credit union, or by a federally licensed or state-licensed branch of a foreign bank, provided that:

- The amount of the NCD insured up to the FDIC limit does not require any credit ratings.
- Any amount above the FDIC insured limit must be issued by institutions which have short-term debt obligations rated "A-1" or its equivalent or better by at least one NRSRO; or long-term obligations rated in a rating category of "A" or its equivalent or better by at least one NRSRO.
- No more than 30% of the total portfolio may be invested in NCDs (combined with CDARS).
- No more than \$250,000 of the portfolio may be invested in any single issuer.
- The maximum maturity does not exceed five (5) years.

**9. REPURCHASE AGREEMENTS** collateralized with securities authorized under California Government Code, maintained at a level of at least 110% of the market value of the Repurchase Agreement. There are no limits on the dollar amount that the City may invest, provided that:

- Securities used as collateral for Repurchase Agreements will be delivered to an acceptable third-party custodian.
- Repurchase Agreements are subject to a Master Repurchase Agreement between the City and the provider of the repurchase agreement. The Master Repurchase Agreement will be substantially in the form developed by the Securities Industry and Financial Markets Association (SIFMA).
- Maximum percentage of portfolio does not exceed 30%.

- The maximum maturity does not exceed one (1) year.

**10. STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND (LAIF),** provided that:

- The City may invest up to the maximum amount permitted by LAIF.
- LAIF's investments in instruments prohibited by or not specified in the City's policy do not exclude the investment in LAIF itself from the City's list of allowable investments, provided LAIF's reports allow the Treasurer to adequately judge the risk inherent in LAIF's portfolio.

**11. MEDIUM TERM NOTES (MTNS),** provided that:

- The issuer is a corporation organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States.
- The securities are rated in a rating category of "AA" or its equivalent or better by at least one NRSRO.
- No more than 30% of the total portfolio may be invested in MTNs.
- No more than 5% of the portfolio shall be invested with a single issuer.
- The maximum maturity does not exceed five (5) years.

**12. MONEY MARKET FUNDS** that are registered with the Securities and Exchange Commission under the Investment Company Act of 1940, provided that:

- Have attained the highest ranking or the highest letter and numerical rating provided by not less than two (2) NRSROs; or
- Have retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience managing money market mutual funds with assets under management in excess of \$500 million.
- No more than 20% of the total portfolio may be invested in the shares of any one Money Market Mutual Fund.
- No more than 10% of the total portfolio may be invested in these securities.

**13. PASSBOOK SAVINGS/ DEMAND DEPOSITS** do not have a maximum maturity, maximum percentage of portfolio nor maximum investment in one issuer.

**14. ORANGE COUNTY INVESTMENT POOL** does not have a maximum maturity, maximum percentage of portfolio nor maximum investment in one issuer.

**15. JOINT POWERS AUTHORITY POOLS (JPA),** does not have a maximum maturity, maximum percentage of portfolio nor maximum investment in one issuer provided that:

- The pool retains an investment advisor who is registered with the SEC (or exempt from registration), has assets under management in excess of \$500 million, and has at least five years' experience investing in instruments authorized by Section 53601, subdivisions (a) to (o).

## **X. PROHIBITED INVESTMENT VEHICLES AND PRACTICES**

- State law notwithstanding, any investments not specifically described herein are prohibited, including, but not limited to futures and options.
- In accordance with Government Code, Section 53601.6, investment in inverse floaters, range notes, or mortgage derived interest-only strips is prohibited.
- Investment in any security that could result in a zero-interest accrual if held to maturity is prohibited. Under a provision sunseting on January 1, 2026, securities backed by the U.S. Government that could result in a zero- or negative-interest accrual if held to maturity are permitted.
- The use of reverse repurchase agreements, derivatives, options, futures, zero coupon bonds, first mortgages or trust deeds, collateralized mortgage obligations, limited partnerships, real estate investment trusts (REITs), open-end mutual funds, closed-end mutual funds, mutual funds with a weighted average maturity greater than 180 days, common stock, preferred stock, commodities, precious metals, securities with a high price volatility and/or limited marketability (less than three active bidders), securities that may default on interest payments and any other speculative investment deemed inappropriate under the Prudent Investor standard.

## **XI. INVESTMENT POOLS**

The City shall conduct a thorough investigation of any investment pool prior to making an investment, and on a continual basis thereafter. The Treasurer shall develop a questionnaire which will answer the following general questions:

- A description of eligible investment securities, and a written statement of investment policy and objectives.
- A description of interest calculations and how it is distributed, and how gains and losses are treated.
- A description of how the securities are safeguarded (including the settlement processes), and how often the securities are priced, and the program audited.
- A description of who may invest in the program, how often, what size deposit and withdrawal are allowed.
- A schedule for receiving statements and portfolio listings.
- A statement of how/if reserves and retained earnings are utilized by the pool/fund?
- A fee schedule, and when and how is it assessed.
- Is the pool/fund eligible for bond proceeds and/or will it accept such proceeds?

## **XII. COLLATERALIZATION**

**CERTIFICATES OF DEPOSIT (CDS).** The City shall require any commercial bank or savings and loan association to deposit eligible securities with an agency of a depository approved by the State Banking Department to secure any uninsured portion of a Non-Negotiable Certificate of Deposit. The value of eligible securities as defined pursuant to California Government Code, Section 53651, pledged against a Certificate of Deposit shall be equal to 110% of the face value of the CD. The City Treasurer may waive the collateral requirements for deposits up to the maximum dollar amount which are covered by the

Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Administration (NCUA), currently \$250,000.

**COLLATERALIZATION OF BANK DEPOSITS.** This is the process by which a bank or financial institution pledges securities, or other deposits for the purpose of securing repayment of deposited funds. The City shall require any bank or financial institution to comply with the collateralization criteria defined in California Government Code, Section 53651.

**REPURCHASE AGREEMENTS.** The City requires that Repurchase Agreements be collateralized only by securities authorized in accordance with California Government Code:

- The securities which collateralize the repurchase agreement shall be priced at Market Value, including any Accrued Interest plus a margin. The Market Value of the securities that underlie a repurchase agreement shall be valued at 110% or greater of the funds borrowed against those securities.
- Financial institutions shall mark the value of the collateral to market at least monthly and increase or decrease the collateral to satisfy the ratio requirement described above.
- The City shall receive monthly statements of collateral.

### **XIII. DELIVERY, SAFEKEEPING AND CUSTODY**

**DELIVERY-VERSUS-PAYMENT (DVP).** All investment transactions shall be conducted on a delivery-versus-payment basis.

**SAFEKEEPING AND CUSTODY.** To protect against potential losses due to failure of individual securities dealers, and to enhance access to securities, interest payments and maturity proceeds, all cash and securities in the City's portfolio shall be held in safekeeping in the City's name by a third-party custodian, acting as agent for the City under the terms of a custody agreement executed by the bank and the City. All investment transactions will require a safekeeping receipt or acknowledgment generated from the trade. A monthly report will be received by the City from the custodian listing all securities held in safekeeping with current market data and other information.

The only exceptions to the foregoing shall be depository accounts and securities purchases made with: (i) local government investment pools, and (ii) time certificates of deposit since the purchased securities are not deliverable.

### **XIV. MAXIMUM MATURITY**

To the extent possible, investments shall be matched with anticipated cash flow requirements and known future liabilities.

The City will not invest in securities maturing more than five (5) years from the date of trade settlement, unless the City Council has by resolution granted authority to make such an investment.

## **XV. DIVERSIFICATION**

The City shall diversify the investments within the portfolio to avoid incurring unreasonable risks inherent in over-investing in specific instruments, individual financial institutions, or maturities. To promote diversification, no more than 5% of the portfolio may be invested in the securities of any one issuer, regardless of security type, excluding U.S. Treasuries, federal agencies, and pooled investments such as LAIF, money market funds, or local government investment pools.

## **XVI. REVIEW OF INVESTMENT PORTFOLIO**

The Treasurer shall periodically, but no less than quarterly, review the portfolio to identify investments that do not comply with this investment policy and establish protocols for reporting major and critical incidences of noncompliance to the City Council.

## **XVII. PERFORMANCE EVALUATION**

The investment portfolio shall be designed to attain a market-average rate of return throughout budgetary and economic cycles, taking into account the City's risk constraints, the cash flow characteristics of the portfolio, and state and local laws, ordinances or resolutions that restrict investments.

The Treasurer shall monitor and evaluate the portfolio's performance relative to the chosen market benchmark(s), which will be included in the Treasurer's quarterly report. The Treasurer shall select an appropriate, readily available index to use as a market benchmark. The market benchmark for 2022-2023 will be the Intercontinental Exchange (ICE) Bank of America Merrill Lynch (BAML) 1-5 Year U.S. Treasury/Agency Index.

## **XVIII. REPORTING**

### **QUARTERLY REPORTS**

The Treasurer will prepare a quarterly investment report, which provides full disclosure of the City's investment activities. The quarterly investment report shall be so submitted within 45 days following the end of the quarter covered by the report, the report will be made available to the public and the City Council, which can be obtained from the City's website. These reports will disclose, at a minimum, the following information about the City's portfolio:

1. An asset listing showing par value, cost, and independent third-party fair market value of each security as of the date of the report, the source of the valuation, type of investment, issuer, maturity date and interest rate.

2. Transactions for the period.
3. A description of the funds, investments, and programs (including lending programs) managed by contracted parties (i.e., LAIF, investment pools, outside money managers and securities lending agents)
4. A one-page summary report that shows:
  - a. Average maturity of the portfolio and modified duration of the portfolio.
  - b. Maturity distribution of the portfolio.
  - c. Percentage of the portfolio represented by each investment category.
  - d. Average portfolio credit quality; and,
  - e. Time-weighted total rate of return for the portfolio for the prior one month, three months, twelve months and since inception compared to the City's market benchmark returns for the same periods.
5. A statement of compliance with investment policy, including a schedule of any transactions or holdings which do not comply with this policy or with the California Government Code, including a justification for their presence in the portfolio and a timetable for resolution.
6. A statement that the City has adequate funds to meet its cash flow requirements for the next six months.

#### **XIX. REVIEW OF INVESTMENT POLICY**

The investment policy will be reviewed and adopted at least annually, to ensure its consistency with the overall objectives of preservation of principal, liquidity and return, and its relevance to current law and financial and economic trends.

Any recommended modifications or amendments shall be presented by Staff to the City Council for their consideration and adoption.

## GLOSSARY OF INVESTMENT TERMS

**AGENCIES.** Shorthand market terminology for any obligation issued by a *government-sponsored entity (GSE)*, or a *federally related institution*. Most obligations of GSEs are not guaranteed by the full faith and credit of the US government. Examples are:

**FFCB.** The Federal Farm Credit Bank System provides credit and liquidity in the agricultural industry. FFCB issues discount notes and bonds.

**FHLB.** The Federal Home Loan Bank provides credit and liquidity in the housing market. FHLB issues discount notes and bonds.

**FHLMC.** Like FHLB, the Federal Home Loan Mortgage Corporation provides credit and liquidity in the housing market. FHLMC, also called “FreddieMac” issues discount notes, bonds, and mortgage pass-through securities.

**FNMA.** Like FHLB and FreddieMac, the Federal National Mortgage Association was established to provide credit and liquidity in the housing market. FNMA, also known as “FannieMae,” issues discount notes, bonds, and mortgage pass-through securities.

**GNMA.** The Government National Mortgage Association, known as “GinnieMae,” issues mortgage pass-through securities, which are guaranteed by the full faith and credit of the US Government.

**PEFCO.** The Private Export Funding Corporation assists exporters. Obligations of PEFCO are not guaranteed by the full faith and credit of the US government.

**TVA.** The Tennessee Valley Authority provides flood control and power and promotes development in portions of the Tennessee, Ohio, and Mississippi River valleys. TVA currently issues discount notes and bonds.

**ASSET BACKED SECURITIES.** Securities supported by pools of installment loans or leases or by pools of revolving lines of credit.

**AVERAGE LIFE.** In mortgage-related investments, including CMOs, the average time to expected receipt of principal payments, weighted by the amount of principal expected.

**BANKER’S ACCEPTANCE.** A money market instrument created to facilitate international trade transactions. It is highly liquid and safe because the risk of the trade transaction is transferred to the bank which “accepts” the obligation to pay the investor.

**BENCHMARK.** A comparison security or portfolio. A performance benchmark is a partial market index, which reflects the mix of securities allowed under a specific investment policy.

**BROKER.** A broker brings buyers and sellers together for a transaction for which the broker receives a commission. A broker does not sell securities from his own position.

**CALLABLE.** A callable security gives the issuer the option to call it from the investor prior to its maturity. The main cause of a call is a decline in interest rates. If interest rates decline, the issuer will likely call its current securities and reissue them at a lower rate of interest.

**CERTIFICATE OF DEPOSIT (CD).** A time deposit with a specific maturity evidenced by a certificate.

**CERTIFICATE OF DEPOSIT ACCOUNT REGISTRY SYSTEM (CDARS).** A private placement service that allows local agencies to purchase more than \$250,000 in CDs from a single financial institution (must be a participating institution of CDARS) while still maintaining FDIC insurance coverage. CDARS is currently the only entity providing this service. CDARS facilitates the trading of deposits between the California institution and other participating institutions in amounts that are less than \$250,000 each, so that FDIC coverage is maintained.

**COLLATERAL.** Securities or cash pledged by a borrower to secure repayment of a loan or repurchase agreement. Also, securities pledged by a financial institution to secure deposits of public monies.

**COLLATERALIZED BANK DEPOSIT.** A bank deposit that is collateralized at least 100% (principal plus interest to maturity). The deposit is collateralized using assets set aside by the issuer such as Treasury securities or other qualified collateral to secure the deposit in excess of the limit covered by the Federal Deposit Insurance Corporation.

**COLLATERALIZED MORTGAGE OBLIGATIONS (CMO).** Classes of bonds that redistribute the cash flows of mortgage securities (and whole loans) to create securities that have different levels of prepayment risk, as compared to the underlying mortgage securities.

**COLLATERALIZED TIME DEPOSIT.** Time deposits that are collateralized at least 100% (principal plus interest to maturity). These instruments are collateralized using assets set aside by the issuer such as Treasury securities or other qualified collateral to secure the deposit in excess of the limit covered by the Federal Deposit Insurance Corporation.

**COMMERCIAL PAPER.** The short-term unsecured debt of corporations.

**COUPON.** The rate of return at which interest is paid on a bond.

**CREDIT RISK.** The risk that principal and/or interest on an investment will not be paid in a timely manner due to changes in the condition of the issuer.

**DEALER.** A dealer acts as a principal in security transactions, selling securities from and buying securities for his own position.

**DEBENTURE.** A bond secured only by the general credit of the issuer.

**DELIVERY VS. PAYMENT (DVP).** A securities industry procedure whereby payment for a security must be made at the time the security is delivered to the purchaser's agent.

**DERIVATIVE.** Any security that has principal and/or interest payments which are subject to uncertainty (but not for reasons of default or credit risk) as to timing and/or amount, or any security which represents a component of another security which has been separated from other components ("Stripped" coupons and principal). A derivative is also defined as a financial instrument the value of which is totally or partially derived from the value of another instrument, interest rate, or index.

**DISCOUNT.** The difference between the par value of a bond and the cost of the bond, when the cost is below par. Some short-term securities, such as T-bills and banker's acceptances, are known as discount securities. They sell at a discount from par and return the par value to the investor at maturity without additional interest. Other securities, which have fixed coupons, trade at a discount when the coupon rate is lower than the current market rate for securities of that maturity and/or quality.

**DIVERSIFICATION.** Dividing investment funds among a variety of investments to avoid excessive exposure to any one source of risk.

**DURATION.** The weighted average time to maturity of a bond where the weights are the present values of the future cash flows. Duration measures the price sensitivity of a security to changes interest rates.

**FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC).** The Federal Deposit Insurance Corporation (FDIC) is an independent federal agency insuring deposits in U.S. banks and thrifts in the event of bank failures. The FDIC was created in 1933 to maintain public confidence and encourage stability in the financial system through the promotion of sound banking practices.

**FEDERALLY INSURED TIME DEPOSIT.** A time deposit is an interest-bearing bank deposit account that has a specified date of maturity, such as a certificate of deposit (CD). These deposits are limited to funds insured in accordance with FDIC insurance deposit limits.

**LEVERAGE.** Borrowing funds in order to invest in securities that have the potential to pay earnings at a rate higher than the cost of borrowing.

**LIQUIDITY.** The speed and ease with which an asset can be converted to cash.

**LOCAL AGENCY INVESTMENT FUND (LAIF).** A voluntary investment fund open to government entities and certain non-profit organizations in California that is managed by the State Treasurer's Office.

**LOCAL GOVERNMENT INVESTMENT POOL.** Investment pools that range from the State Treasurer's Office Local Agency Investment Fund (LAIF) to county pools, to Joint Powers Authorities (JPAs). These funds are not subject to the same SEC rules applicable to money market mutual funds.

**MAKE WHOLE CALL.** A type of call provision on a bond that allows the issuer to pay off the remaining debt early. Unlike a call option, with a make whole call provision, the issuer

makes a lump sum payment that equals the net present value (NPV) of future coupon payments that will not be paid because of the call. With this type of call, an investor is compensated, or "made whole."

**MARGIN.** The difference between the market value of a security and the loan a broker makes using that security as collateral.

**MARKET RISK.** The risk that the value of securities will fluctuate with changes in overall market conditions or interest rates.

**MARKET VALUE.** The price at which a security can be traded.

**MATURITY.** The final date upon which the principal of a security becomes due and payable.

**MEDIUM TERM NOTES.** Unsecured, investment-grade senior debt securities of major corporations which are sold in relatively small amounts on either a continuous or an intermittent basis. MTNs are highly flexible debt instruments that can be structured to respond to market opportunities or to investor preferences.

**MODIFIED DURATION.** The percent change in price for a 100-basis point change in yields. Modified duration is the best single measure of a portfolio's or security's exposure to market risk.

**MONEY MARKET.** The market in which short-term debt instruments (T-bills, discount notes, commercial paper, and banker's acceptances) are issued and traded.

**MONEY MARKET MUTUAL FUND.** A mutual fund that invests exclusively in short-term securities. Examples of investments in money market funds are certificates of deposit and U.S. Treasury securities. Money market funds attempt to keep their net asset values at \$1 per share.

**MORTGAGE PASS-THROUGH SECURITIES.** A securitized participation in the interest and principal cash flows from a specified pool of mortgages. Principal and interest payments made on the mortgages are passed through to the holder of the security.

**MUNICIPAL SECURITIES.** Securities issued by state and local agencies to finance capital and operating expenses.

**MUTUAL FUND.** An entity which pools the funds of investors and invests those funds in a set of securities which is specifically defined in the fund's prospectus. Mutual funds can be invested in various types of domestic and/or international stocks, bonds, and money market instruments, as set forth in the individual fund's prospectus. For most large, institutional investors, the costs associated with investing in mutual funds are higher than the investor can obtain through an individually managed portfolio.

**NATIONALLY RECOGNIZED STATISTICAL RATING ORGANIZATION (NRSRO).**

A credit rating agency that the Securities and Exchange Commission in the United States uses for regulatory purposes. Credit rating agencies provide assessments of an investment's risk. The issuers of investments, especially debt securities, pay credit rating agencies to provide them with ratings. The three most prominent NRSROs are Fitch, S&P, and Moody's.

**NEGOTIABLE CERTIFICATE OF DEPOSIT (CD).** A short-term debt instrument that pays interest and is issued by a bank, savings or federal association, state or federal credit union, or state-licensed branch of a foreign bank. Negotiable CDs are traded in a secondary market and are payable upon order to the bearer or initial depositor (investor).

**PRIMARY DEALER.** A financial institution (1) that is a trading counterparty with the Federal Reserve in its execution of market operations to carry out U.S. monetary policy, and (2) that participates for statistical reporting purposes in compiling data on activity in the U.S. Government securities market.

**PRUDENT PERSON (PRUDENT INVESTOR) RULE.** A standard of responsibility which applies to fiduciaries. In California, the rule is stated as "Investments shall be managed with the care, skill, prudence and diligence, under the circumstances then prevailing, that a prudent person, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of like character and with like aims to accomplish similar purposes."

**REPURCHASE AGREEMENT.** Short-term purchases of securities with a simultaneous agreement to sell the securities back at a higher price. From the seller's point of view, the same transaction is a reverse repurchase agreement.

**SAFEKEEPING.** A service to bank customers whereby securities are held by the bank in the customer's name.

**SECURITIES AND EXCHANGE COMMISSION (SEC).** The U.S. Securities and Exchange Commission (SEC) is an independent federal government agency responsible for protecting investors, maintaining fair and orderly functioning of securities markets, and facilitating capital formation. It was created by Congress in 1934 as the first federal regulator of securities markets. The SEC promotes full public disclosure, protects investors against fraudulent and manipulative practices in the market, and monitors corporate takeover actions in the United States.

**SECURITIES AND EXCHANGE COMMISSION (SEC) RULE 15c3-1.** An SEC rule setting capital requirements for brokers and dealers. Under Rule 15c3-1, a broker or dealer must have sufficient liquidity in order to cover the most pressing obligations. This is defined as having a certain amount of liquidity as a percentage of the broker/dealer's total obligations. If the percentage falls below a certain point, the broker or dealer may not be allowed to take on new clients and may have restrictions placed on dealings with current client.

**STRUCTURED NOTE.** A complex, fixed income instrument, which pays interest, based on a formula tied to other interest rates, commodities, or indices. Examples include inverse floating rate notes which have coupons that increase when other interest rates are falling, and which fall when other interest rates are rising, and "dual index floaters," which pay interest based on the relationship between two other interest rates - for example, the yield on the ten-year Treasury note minus the Libor rate. Issuers of such notes lock in a reduced cost of borrowing by purchasing interest rate swap agreements.

**SUPRANATIONAL.** A Supranational is a multi-national organization whereby member states transcend national boundaries or interests to share in the decision making to promote economic development in the member countries.

**TOTAL RATE OF RETURN.** A measure of a portfolio's performance over time. It is the internal rate of return, which equates the beginning value of the portfolio with the ending value; it includes interest earnings, realized and unrealized gains, and losses in the portfolio.

**U.S. TREASURY OBLIGATIONS.** Securities issued by the U.S. Treasury and backed by the full faith and credit of the United States. Treasuries are considered to have no credit risk and are the benchmark for interest rates on all other securities in the US and overseas. The Treasury issues both discounted securities and fixed coupon notes and bonds.

**TREASURY BILLS.** All securities issued with initial maturities of one year or less are issued as discounted instruments and are called Treasury bills. The Treasury currently issues three- and six-month T-bills at regular weekly auctions. It also issues "cash management" bills as needed to smooth out cash flows.

**TREASURY NOTES.** All securities issued with initial maturities of two to ten years are called Treasury notes and pay interest semi-annually.

**TREASURY BONDS.** All securities issued with initial maturities greater than ten years are called Treasury bonds. Like Treasury notes, they pay interest semi-annually.

**YIELD TO MATURITY.** The annualized internal rate of return on an investment which equates the expected cash flows from the investment to its cost.



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF FINANCE

DATE: JULY 2, 2024

SUBJECT: **AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT WITH HdL COMPANIES FOR SALES TAX ANALYSIS AND AUDITING SERVICES**

FISCAL

IMPACT: EXPENSE: \$6,540 ANNUAL FEE PLUS ADDITIONAL FEES CONTINGENT ON RECOVERED REVENUE BUDGETED IN FY2024-25 PROPOSED BUDGET (102020-6099)

### **SUMMARY:**

City Staff relies upon accurate, thorough sales tax collection information to estimate revenues for budgeting purposes, to assess progress in collecting sales tax revenue throughout the year and to monitor economic trends that can affect current or future budget estimates. Additionally, City Staff must be assured that sales tax received in the City is not paid to another agency in error. The specialized skills and equipment needed to undertake such analysis are beyond the scope of City Staff and specialized software is required. Therefore, it is more practical to hire consultants with the appropriate skills, training and equipment to perform sales tax analysis for the City. HdL Companies is qualified to perform such specialized analysis. The City has utilized HdL Companies sales tax consulting services for over twenty (20) years with exceptional results. Many other local cities also use HdL Companies and have experienced similar results in recovering misallocated sales tax revenue. This action will approve an amendment to the current agreement with HdL Companies for sales tax analysis and auditing services extending the term by one year at which time the City will conduct a Request for Proposals (RFP).

### **RECOMMENDATION:**

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

1. Approve Amendment No. 2 to the Professional Services Agreement with Hinderliter, de Llamas and Associates (HdL Companies) for Sales Tax Analysis and Auditing Services for a term ending June 30, 2025; and
2. Authorize the City Administrator and/or his designee to execute all the necessary documents in a form approved by the City Attorney.

**1.g.**  
**July 2, 2024**

**STRATEGIC PLAN STATEMENT:**

This item is consistent with the City Council approved 5-Year Strategic Goal #1 to Ensure Long-Term Fiscal Sustainability but is not tied to a specific Objective.

**DISCUSSION:**

The California Department of Tax and Fee Administration (CDTFA) makes sales tax collection data available to local government agencies for analysis and tracking purposes, however because this data is provided in electronic format, specialized software is needed to decipher and analyze the data before meaningful reports can be created for use by Staff. Additionally, if recording errors are made by the CDTFA it can lead to allocation of sales tax credited to the wrong agency. If the errors can be identified and brought to the attention of the CDTFA, misallocated funds can be recovered and reallocated to the correct agency. HdL Companies is qualified to perform such specialized analysis. The City has utilized HdL Companies sales tax consulting services for over twenty (20) years with exceptional results. Many other local cities also use HdL Companies and have experienced similar results in recovering misallocated sales tax revenue. HdL Companies have supplied the City with budget revenue estimates with excellent accuracy over the years. Additionally, sales tax revenue estimates are updated every quarter to ensure that the City is meeting its revenue goals during the fiscal year.

The City has received outstanding service over the years from HdL Companies and their consultants. Their excellent reputation with California cities, past record of providing an excellent service level, their knowledge of the City and its sales tax generating businesses and geographical areas and demographics as well as the low cost of this contract, City Staff is recommending a one-year extension of the current agreement and will plan on conducting a Request for Proposals (RFP) in advance of the expiration of this extension.

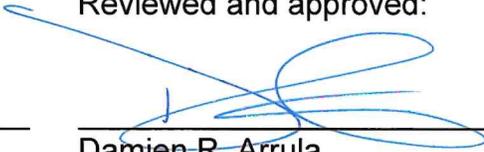
**FISCAL IMPACT:**

The annual cost for basic service is \$6,540 for Fiscal Year 2024-25. HdL Companies also charge 15% of misallocated sales tax revenue or unreported revenue that is recovered because of an audit. Any additional cost incurred because of misallocated or unreported sales tax would be covered by the additional revenue received and there would be no additional fiscal impact to the City. The cost of these services is included in the FY2024-25 Adopted Budget.

Prepared by:

  
\_\_\_\_\_  
Jennifer Lampman  
Director of Finance

Reviewed and approved:

  
\_\_\_\_\_  
Damien R. Arrula  
City Administrator

**Attachment:**

Amendment No. 2 to Professional Services Agreement

**AMENDMENT NO. 2 TO  
PROFESSIONAL SERVICES AGREEMENT  
PROVISION OF PROFESSIONAL SERVICES WITH HINDERLITER, DE LLAMAS  
AND ASSOCIATES**

This Amendment No. 2 (“Amendment”) to Professional Services Agreement is made and entered into effective the 1<sup>ST</sup> day of July, 2024, by and between the CITY OF PLACENTIA, a Charter City and Municipal Corporation (“CITY”), and HINDERLITER, DE LLAMAS AND ASSOCIATES a California corporation (hereinafter “CONSULTANT”). CITY and CONSULTANT are sometimes hereinafter individually referred to as “Party” and or collectively referred to as the “Parties.”

**A. Recitals.**

(i). CITY and CONSULTANT entered into a Professional Services Agreement (“Agreement”) effective January 1, 2019 through which CONSULTANT has been providing professional services as more fully explained in the Scope of Services attached to the Agreement as Exhibit “A.”

(ii). Amendment No. 1 was approved and became effective July 1, 2023 extending the term to June 30, 2024.

(iii) The Parties now seek to amend the Agreement to extend the term from June 30, 2024 to June 30, 2025.

(iii). All legal prerequisites to the making of this Amendment have occurred.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows:

**B. Amendment to Agreement.**

1. Paragraph 4.1 of the Agreement is hereby amended to read as follows:

Term. This Agreement shall commence on the Effective Date and continue until June 30, 2025, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

2. Except as specifically modified herein, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

3. The Agreement, all amendments together with this Amendment No. 2 and all Exhibits attached thereto, constitutes the entire Agreement between the Parties and supersedes all prior negotiations, arrangements, representations, and understandings, if any, made by or between the Parties with respect to the subject matter hereof. No amendment or other modification of the

Agreement, as modified by this Amendment No. 2 shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

4. Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this Amendment No. 2 and that such execution is binding upon the entity for which he or she is executing this document.

IN WITNESS WHEREOF, the Parties have caused Amendment No. 2 to the Consulting Services Agreement are to be executed as of the day and year first above written.

CONSULTANT

CITY OF PLACENTIA

By: \_\_\_\_\_  
Robert Gray, Vice President

By: \_\_\_\_\_  
Jeremy Yamaguchi, Mayor

ATTEST:

By: \_\_\_\_\_  
Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Christian L. Bettenhausen, City Attorney



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/28/2024

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

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

<b>PRODUCER</b> Woodruff Sawyer 2 Park Plaza, Suite 500 Irvine CA 92614	<b>CONTACT NAME:</b> WS Certificates	
	<b>PHONE (A/C. No. Ext):</b> 844-972-6326	<b>FAX (A/C. No):</b>
<b>E-MAIL ADDRESS:</b> certificates@woodruffswayer.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A :</b> Berkley National Insurance Company		38911
<b>INSURER B :</b> Hudson Excess Insurance Company		14484
<b>INSURER C :</b>		
<b>INSURER D :</b>		
<b>INSURER E :</b>		
<b>INSURER F :</b>		

**COVERAGES** **CERTIFICATE NUMBER:** 1236336650 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		TCP702275411	5/26/2024	5/26/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		TCP702275411	5/26/2024	5/26/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ None			TCP702275411	5/26/2024	5/26/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	E&O/ Cyber Liability			EET1416702	5/26/2024	5/26/2025	Per Claim/Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Retroactive Date for Professional Liability- 2/15/2013.

Line Of Coverage: Crime  
 Policy # 82556901  
 Effective Date 5/26/2024 - 5/26/2025  
 Carrier: Federal Insurance Company NAIC # 20281  
 Crime Limit: \$1,000,000

See Attached...

## CERTIFICATE HOLDER

## CANCELLATION

City of Placentia, its elected and appointed boards, officers, officials, agents employees and volunteers  
 401 E Chapman Ave  
 Placentia CA 92870

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Zoe Oberbay*

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## ADDITIONAL REMARKS SCHEDULE

AGENCY Woodruff Sawyer		NAMED INSURED Hinderliter de Llamas & Associates HdL Software, LLC. 120 S. State College Blvd, Suite 200 Brea, CA 92821	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE	(Empty)	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

City of Placentia, its elected and appointed boards, officers, officials, agents employees and volunteers are included as additional insured as respects General Liability and Automobile Liability to the extent provided in the attached forms. Notice of Cancellation applies with respects General Liability to the extent provided in the attached form.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EARLIER NOTICE OF CANCELLATION  
PROVIDED BY US**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

**Number of Days' Notice**     30    

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

City of Placentia, its elected and appointed boards, officers, officials, agents employees and volunteers

401 E Chapman Ave

Placentia

CA

92870

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>		
City of Placentia, its elected and appointed boards, officers, officials, agents employees and volunteers		
401 E Chapman Ave		
Placentia	CA	92870
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 your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

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;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

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

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

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

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

<b>Named Insured:</b>
<b>Endorsement Effective Date:</b>

### **SCHEDULE**

<b>Name Of Person(s) Or Organization(s):</b> City of Placentia, its elected and appointed boards, officers, officials, agents employees and volunteers				
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">401 E Chapman Ave</td> <td style="width: 20%; border: none; text-align: center;">Placentia</td> <td style="width: 10%; border: none; text-align: center;">CA</td> <td style="width: 20%; border: none; text-align: right;">92870</td> </tr> </table>	401 E Chapman Ave	Placentia	CA	92870
401 E Chapman Ave	Placentia	CA	92870	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.				

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/26/2024

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

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

<b>PRODUCER</b>  Marsh Affinity a division of Marsh USA LLC. PO BOX 14404 Des Moines, IA 50306-9686	<b>CONTACT NAME:</b> Marsh Affinity	
	<b>PHONE (A/C, No, Ext):</b> 800-743-8130	<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b> ADPTotalSource@marsh.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> AIU Insurance Company	<b>NAIC #</b> 19399
	<b>INSURER B:</b>	
<b>INSURED</b>  ADP TotalSource DE IV, Inc. 5800 Windward Parkway Alpharetta, GA 30005 L/C/F: Hinderliter de Llamas & Associates  120 S State College Blvd Suite 200 Brea, CA 92821	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

### COVERAGES

### CERTIFICATE NUMBER:

### REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC 088412194 CA	07/01/2024	07/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

#### DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All worksite employees working for Hinderliter de Llamas & Associates paid under ADP TOTALSOURCE, INC.'s payroll, are covered under the above stated policy. WAIVER OF SUBROGATION IN FAVOR OF City of Placentia, its elected and appointed boards, officers, officials, agents employees and volunteers AS RESPECTS OF JOB PERFORMED BY Hinderliter de Llamas & Associates AS REQUIRED BY WRITTEN CONTRACT.

### CERTIFICATE HOLDER

### CANCELLATION

City of Placentia, its elected and appointed boards, officers, officials, agents employees and volunteers  
401 E Chapman Ave  
Placentia, CA 92870

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Jo Phillips*

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be \_\_\_% of the California workers' compensation premium otherwise due on such remuneration.

## Schedule

WAIVER OF SUBROGATION IN FAVOR OF City of Placentia, its elected and appointed boards, officers, officials, agents employees and volunteers AS RESPECTS OF JOB PERFORMED BY Hinderliter de Llamas & Associates AS REQUIRED BY WRITTEN CONTRACT.

**Person or Organization**

City of Placentia, its elected and appointed boards, officers, officials,  
agents employees and volunteers  
401 E Chapman Ave  
Placentia, CA 92870

**Job Description****Notes:**

1. This endorsement may be used to waive the company's right of subrogation against named third parties who may be responsible for an injury.
2. The sentence in ( ) is optional with the company. It limits the endorsement to apply to specific jobs of the insured, and only to the extent that the insured is required to obtain this waiver.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective 07/01/2024

Policy No. WC 088412194 CA Endorsement No.

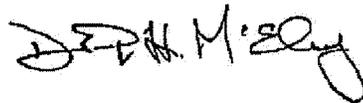
Insured

Insurance Company AIU Insurance Company

ADP TotalSource DE IV, Inc.  
5800 Windward Parkway  
Alpharetta, GA 30005  
L/C/F:  
Hinderliter de Llamas & Associates

120 S State College Blvd Suite 200  
Brea, CA 92821

Countersigned by \_\_\_\_\_





# Placentia City Council

## **AGENDA REPORT**

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF COMMUNITY SERVICES

DATE: JULY 2, 2024

SUBJECT: **RESOLUTION AUTHORIZING THE TEMPORARY SUSPENSION OF REGULATORY ORDINANCE PERTAINING TO THE OPERATION OF THE PLACENTIA ROTARY CLUB COWABUNGA FUNDRAISER EVENT ON SATURDAY, SEPTEMBER 7, 2024, AT KRAEMER MEMORIAL PARK**

FISCAL

IMPACT: \$4,225 (Staff Costs)

### **SUMMARY:**

Traditionally, the Placentia Rotary Club (Rotary) has held their annual Cowabunga Fundraiser event at Kraemer Memorial Park. The Cowabunga Fundraiser has been very successful when hosted at Kraemer Memorial Park due to the excellent working relationship between the City of Placentia and the Rotary.

This year, Rotary is requesting to partner with the City once again to plan and implement the Cowabunga Fundraiser event to be held on Saturday, September 7, 2024, from 2:00 p.m. to 9:00 p.m. at Kraemer Memorial Park, located at 201 N. Bradford Ave.

The Event will encompass a large portion of the open park space and include food areas, a beer and wine garden, vendor booths, a car show, and a live band performance. The sale and consumption of alcohol on public property and the use of amplified sound requires the temporary suspension of certain City regulatory ordinances.

This item requests the adoption of a resolution temporarily suspending certain regulatory ordinances of the Placentia Municipal Code to allow for music and alcohol to be permitted at the Cowabunga Fundraiser event in collaboration with the Rotary located at Kraemer Memorial Park from 2:00 p.m. to 9:00 p.m. on Saturday, September 7, 2024. Staff supports hosting Cowabunga at Kraemer Memorial Park and recommends approval of the event. Furthermore, the event will follow guidelines as recommended by the Health Department and State Department of Alcohol and Beverages Control (ABC) for the consumption of food and beverages.

**1.h.**  
**July 2, 2024**

**RECOMMENDATION:**

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

1. Approve a facility rental/use agreement with the Placentia Rotary Club to host the annual Cowabunga fundraiser event at Kraemer Memorial Park and authorize the City Administrator or designee to execute all applicable documents; and
2. Adopt Resolution No. R-2024-37, A Resolution of the City Council of the City of Placentia Authorizing the Temporary Suspension of Regulatory Sections 10.28.010 and 23.76.050 of the Placentia Municipal Code for the operation of the Cowabunga fundraiser event on Saturday, September 7, 2024, from 2:00 p.m. to 9:00 p.m. at Kraemer Memorial Park located at 201 N. Bradford Avenue; and b) granting authority to the City Administrator or his/her designee to authorize the temporary suspension of the regulatory ordinance Section 10.28.010 and Section 23.76.050 of the Placentia Municipal Code for the operation of the Placentia Rotary Club Cowabunga Fundraiser Event held annually in September for the next five (5) years through 2029; and
3. Consider approving the Staff's recommendation to only waive facility use/rental fees for the use of Kraemer Memorial Park and not Staff costs or the damage deposit associated with the operation of the event.

**STRATEGIC PLAN STATEMENT:**

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

**DISCUSSION:**

The Placentia Rotary Club (Rotary) has held their Cowabunga event at Kraemer Memorial Park for many years and is again requesting to hold the event in collaboration with the City on Saturday, September 7, 2024. The goal of the Cowabunga event is to raise funds for community activities and programs in Placentia.

The event will take place between the hours of 2:00 p.m. and 9:00 p.m. The fundraising portion of the event will include food and a beer and wine garden. Proposed alcohol sales will be conducted during the event and will require proof of valid identification. It is expected that the event will draw up to one thousand (1000) participants.

All proceeds from the event will go towards supporting community programs and events in Placentia. Traditionally, the City has supported various community organizations by co-sponsoring community events that benefit local non-profits or enhance the quality of life in Placentia. Typically, the City provides Community Services personnel and or Public Works personnel to assist at the event by overseeing the maintenance of the facility, park, and restrooms throughout the event. Additionally, the Fire Life and Safety Department has supported similar events by providing review and approval of the proposed event logistical layout and setup. Similar events have the potential to generate revenue for the City, depending on the level of

co-sponsorship provided. In this case, Rotary would retain 100% of the proceeds to be distributed to future community programs and events in Placentia.

Should the City Council approve the event, the City will not retain revenue from the event and will provide assistance from the Community Services Department, Fire and Life Safety Department, and the Police Department for the implementation of the event.

The attached resolution suspends (for the duration of the event) the Municipal Code sections pertaining to the controlled use of alcohol on public property and to the use of amplified music which may exceed the noise standards during the Cowabunga Fundraiser event. The Rotary shall agree to follow all City guidelines, obtain all necessary permits, and follow associated regulations from the State Department of Alcohol Beverage Control (ABC) and Orange County Health Department (OC Health) for the consumption of food and beverages. City staff supports the implementation of the Cowabunga Fundraiser event as an opportunity to provide families an opportunity to enjoy a community event and further enhance the quality of life in the city.

**FISCAL IMPACT:**

Per the City's Facilities Use Policy (Policy No. 815), the Director of Community Services maintains the discretion to waive facility use deposit fees for the benefit of the community programs and events but cannot waive staff costs or facility use fees. As identified by Rotary, all proceeds from the Cowabunga Fundraiser event will support further enhancing the quality of life of the Placentia community.

A breakdown of the fees for the event is identified in Attachment 3 and includes Staff costs and facility use fees associated with the implementation of the event. Total fees amount to \$8,039. Of these total fees, \$4,225 is associated with Staff costs for the event. The Rotary requests a 100% fee waiver. Given the benefit of this community event, Staff supports the proposed event and recommends that the City Council consider the approval of a fee waiver for the facility use fees as requested by the Rotary. Due to the size of the event, Staff recommends that the City Council not waive the Staff costs associated with the operation of the event or the damage deposit for use of the park. The City Council maintains the discretion to approve a full or partial fee waiver.

A special event and facility rental/use permit between the City and the Rotary will be required for the implementation of the event. Details of the permit will include the requirement for the Rotary to name the City as additionally insured for use of Kraemer Memorial Park, provide their staff and volunteers for the event, and rent all necessary equipment for the event at their own expense.

Prepared by:



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Veronica Ortiz  
Deputy Director of Community Services

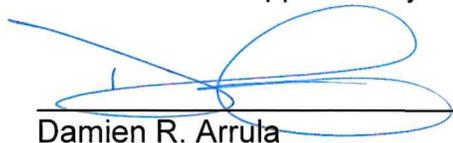
Reviewed and approved by:



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Karen Crocker  
Director of Community Services

Reviewed and approved by:



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Damien R. Arrula  
City Administrator

Attachments:

1. Resolution R-2024-37
2. Placentia Rotary Club Letter requesting event approval
3. Staff and Facility Use Fees

**RESOLUTION NO. R-2024-37**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA AUTHORIZING THE TEMPORARY SUSPENSION OF REGULATORY ORDINANCE SECTIONS 23.76.050 AND 10.28.010 OF THE PLACENTIA MUNICIPAL CODE FOR THE OPERATION OF THE COWABUNGA FUNDRAISER EVENT ON SEPTEMBER 7<sup>th</sup> AT KRAEMER MEMORIAL PARK, 201 N. BRADFORD AVE.**

**A. Recitals.**

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

(ii) The City Council finds that certain events of broad public interest may benefit the City and the City's economy by attracting large numbers of visitors, by generating favorable publicity, and by enhancing a marketable image for the City.

**B. Resolution.**

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

1. In all respects as set forth in the Recitals, Part A., of this Resolution.
2. The City temporarily suspends Placentia Municipal Code Section 23.76.050 relative to use of amplified music which may exceed the noise standards during the Cowabunga Fundraiser event at Kraemer Memorial Park on September 7<sup>th</sup> from 2:00 p.m. to 9:00 p.m., 201 N. Bradford Ave.
3. The City temporarily suspends Placentia Municipal Code Section 10.28.010 relative to the controlled use of alcohol in a public place during the Cowabunga Fundraiser event at Kraemer Memorial Park, 201 N. Bradford on September 7<sup>th</sup> from 2:00 p.m. to 9:00 p.m.
4. The specified sections of the Placentia Municipal Code (Sections 23.76.050 and 10.28.010) shall remain in full force and effect throughout the remainder of the City.
5. This Resolution shall take effect from and after its date of adoption.

**PASSED, ADOPTED AND APPROVED THIS 2<sup>nd</sup> DAY OF JULY 2024.**

\_\_\_\_\_  
Jeremy B. Yamaguchi, Mayor

ATTEST:

\_\_\_\_\_  
Robert McKinnell, City Clerk

STATE OF CALIFORNIA  
COUNTY OF ORANGE

I, Robert McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 2<sup>nd</sup> day of July 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Robert McKinnell, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Christian Bettenhausen, City Attorney

Dear Members of the Placentia City Council,      May 15, 2024

The Rotary Club of Placentia received a charter from Rotary International on December 7, 1936, to form our club, this is our 88th anniversary. During the past 88 years, the club has contributed to the families, children and schools in Placentia.

This past year we provided \$19,000.00 in scholarships to graduating seniors, meals for less fortunate families from the Whitten Center area,

♥ Placentia-bags of emergency hygiene products for individuals in situations where they need a hand up, flagpole & flags @ Bradford Park, tree dedication to Bradford Park, pancake breakfast @ Heritage Day, backpacks for the children from LOT 318, the Community Prayer Breakfast, partnering with the Placentia Round Table Women's Club, cookie decorating @ the Whitten Center, a visit with Santa Claus @ the Tamale Festival.

For the past 14 years, our annual fundraiser, Cowabunga, has been held to raise the necessary funds to accomplish these lofty goals. We are hoping the city will consider supporting our efforts to once again conduct this necessary fundraiser on Saturday, September 7, 2024, at Kraemer Memorial Park.

We would plan for 1,000 attendees, there would be food available, beer and wine, a silent auction, car show(75-100), booths for vendors (15-20) and a live band. We are all volunteers and all 30+ members of the club participates in one manner or another. The timing for this fun event would be 2-9 PM, with set up in the earlier part of the day and clean up beginning by 9:00 PM if not before.

This is a family friendly event and the high school and college members of Rotary, Interact and Rotaract respectively, would be part of the event, as well as local Boy Scout Troop 723, providing set up and clean up.

Thank you for your consideration.

Sincerely,

Kathi Baldwin  
President 2021-2022  
Alice Shiozawa  
Incoming President 2024-2025  
Turgut Cakiraga  
Current President 2023-2024

<b>Cowabunga Staff and Rental Fees September 7th</b>	
<b>Facility Use Fees</b>	
Picnic Shelter Rental Fees	\$1,876
Refundable Damage Deposit for picnic shelters	\$444
Grass area rental fee	\$350
Grass Deposit fee	\$332
Backs Building Main Room Rental Fee	\$623
Backs Community Building Rental Deposit	\$166
Permit Processing Fee	\$23
<b>Subtotal</b>	<b>\$3,814</b>
<b>Staff Costs</b>	
Public Works Staff - 2 Maintenance Workers	\$920
Community Services Specialist - 2 staff	\$522
Police Officers (2)	\$738
<b>Subtotal</b>	<b>\$2,180</b>
<b>Fire/Public Safety Fees</b>	
Event Site Plan Review	\$187
After Hours Inspection (weekend of event, prior to start)	\$680
Additional Permit Review Fees	\$281
Temporary Tents/Canopies permit	\$400
Outdoor Assembly Event (attendance is over 1000+)	\$497
<b>Subtotal</b>	<b>\$2,045</b>
<b>Grand Total - Rental Costs and Staff Costs</b>	<b>\$8,039</b>



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL  
VIA: CITY ADMINISTRATOR  
FROM: DEPUTY CITY ADMINISTRATOR  
DATE: JULY 2, 2024  
SUBJECT: **NOTICE OF GENERAL MUNICIPAL ELECTION – NOVEMBER 5, 2024**

### FISCAL

IMPACT: ESTIMATED EXPENSE: \$75,000  
BUDGETED: \$75,000 FY 2024-25 (101002-6299)

### SUMMARY:

A General Municipal Election will be held in the City of Placentia on Tuesday, November 5, 2024. At that time, the City will hold District Elections for City Council seats in Districts 1, 3 and 5, and to elect a City Treasurer at-large.

In accordance with the California Elections Code, resolutions are presented pertinent to the calling and notice of the General Municipal Election, establishing regulations for candidates' statements, and submitting a request to the Orange County Board of Supervisors for consolidation of the General Municipal Election with the Statewide Election.

### RECOMMENDATION:

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

1. Adopt Resolution No. R-2024-48, a Resolution of the City Council of the City of Placentia calling for the holding of a General Municipal Election to be held on Tuesday November 5, 2024 to elect City Council Members for Districts 1, 3 and 5; electing a City Treasurer, and requesting consolidation with the Statewide General Election being held on that date; and
2. Adopt Resolution No. R-2024-49, a Resolution of the City Council of the City of Placentia, California, adopting regulations for candidates for elective office pertaining to candidates' statements submitted to the voters at an election to be held on Tuesday, November 5, 2024.

### DISCUSSION:

The City Charter calls for elections to be held in accordance with the California Elections Code. At the November 5, 2024 General Municipal Election, the following seats are up for election: three (3) City Council seats and the City Treasurer. In order for the City of Placentia to conduct the

**1.i.**  
**July 2, 2024**

General Municipal Election in conjunction with the statewide general election, the proposed resolutions need to be adopted. The City of Placentia has three (3) elected offices that will appear on the November 5, 2024, ballot including one (1) Member of the City Council from District 1, one (1) Member of the City Council from District 3, one (1) Member of the City Council from District 5, and one (1) City Treasurer at large. Each of these offices will be for a full term of four (4) years.

The City is required to adopt resolutions calling the General Municipal Election to be held in the City of Placentia on Tuesday November 5, 2024. Staff also recommends that City Council adopt a resolution approving 200-word candidate statements and requiring each candidate submitting a statement to pay a deposit equal to the Registrar of Voters estimate at the time of filing. The City would either refund or invoice the candidate for the actual pro-rata cost of printing determined following the election.

**FISCAL IMPACT:**

The estimate for election costs is \$75,000 which has been budgeted in the Fiscal Year 2024-25 City Clerk Budget.

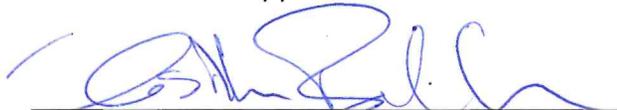
Prepared by:

  
\_\_\_\_\_  
Rosanna Ramirez  
Deputy City Administrator

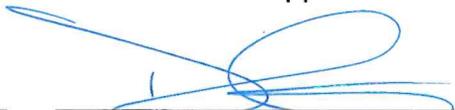
Reviewed and approved:

  
\_\_\_\_\_  
Robert S. McKinnell  
City Clerk

Reviewed and approved:

  
\_\_\_\_\_  
Christian Bettenhausen  
City Attorney

Reviewed and approved:

  
\_\_\_\_\_  
Damien R. Arrula  
City Administrator

**Attachments:**

1. Resolution R-2024-48 - Calling Election for November 5, 2024
2. Resolution R-2024-49 - For Candidates' Statement

**RESOLUTION NO. R-2024-48**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY NOVEMBER 5, 2024 TO ELECT CITY COUNCILMEMBERS FOR DISTRICTS 1, 3 & 5, ELECTING A CITY TREASURER, AND REQUESTING CONSOLIDATION WITH THE STATEWIDE GENERAL ELECTION BEING HELD ON THAT DATE**

**WHEREAS**, Section 1100 of the City Charter provides that a General Municipal Election for the filling of elective offices be held in each even-numbered year on the first Tuesday, following the first Monday, in November; and

**WHEREAS**, the City Council consists of five Councilmembers elected from the City by districts; and

**WHEREAS**, Section 600 of the City Charter requires that the Councilmembers for the second and fourth districts be elected commencing in the year 2018 and in each fourth year thereafter and that the Councilmembers for the remaining districts be elected commencing in the year 2020 and in each fourth year thereafter; and

**WHEREAS**, Section 700 of the City Charter establishes that the election of the City Clerk shall be an at large election, the term of the City Clerk shall be four years, and the election shall be in conjunction with the election for two City Councilmembers; and

**WHEREAS**, the City Council desires to call a General Municipal Election for Tuesday, November 5, 2024 (the "Election") and desires that such election be conducted by Orange County elections officials and consolidated with the statewide general election to be held on that date.

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

**Section 1. Recitals.** The City Council hereby finds and determines that the foregoing recitals are correct.

**Section 2. Election.** Pursuant to the requirements of the Charter, there is called and ordered to be held in the City of Placentia, California, on Tuesday, November 5, 2024, a General Municipal Election for the purpose of electing for a full term of four years (i) the member of the City Council for the First Council District, (ii) the member of the City Council for the Third Council District; (iii) the member of the City Council for the Fifth Council District; and (iv) a City Treasurer via an at-large election. For purposes of this Election, the boundaries for the council districts shall be as established by the District Boundary Ordinance, which is on file in the office of the City Clerk and incorporated herein by reference.

**Section 3. Candidate Statements.** The Candidate Statements will be limited to a maximum of 200 words.

**Section 4. Consolidation.** Pursuant Section 10400 et seq. of the Elections Code, the Board of Supervisors of Orange County (“Board of Supervisors”) is requested to consolidate the Election with any other elections held on the same day in the same territory or in the territory that is in part the same. The consolidated election will be held and conducted in the manner prescribed in Section 10418.

**Section 5. County to Canvass.** The Board of Supervisors is authorized to canvass the returns of the Election pursuant to Section 10411 of the Elections Code.

**Section 6. Hours of Polling.** Polls shall be open at the same hours as provided for general elections pursuant to Election Code Section 10242, except as provided in Section 14401 of the Elections Code of the State of California.

**Section 7. County to Conduct Election.** Pursuant to Section 10002 of the Elections Code, the Board of Supervisors is requested to permit the County Clerk to render all necessary services relating to the election, for which services the City agrees to reimburse the County, in accordance with current County pro-rations and allocation procedures.

**Section 8. Default Rules.** In all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

**Section 9. Filing with County.** The City Clerk shall file a certified copy of this Resolution with the County Clerk of Orange County. The City Council authorizes, instructs and directs the City Clerk to coordinate with the County of Orange Registrar of Voters to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia necessary to properly and lawfully conduct the election.

**Section 10. Notice.** Notice of the time and place of holding the election is given and the City Council authorizes, instructs and directs the City Clerk to give further or additional notice of the election in time, form and manner as required by law.

**Section 11. Effect of Tie.** If two or more persons receive an equal and the highest number of votes for an office, as certified by the County of Orange Registrar Recorder/County Clerk, the City Council, in accordance with Election Code Section 15651(a), shall set a date and time and place and summon the candidates who have received the tie votes to appear and will determine the tie by lot.

**APPROVED and ADOPTED** this 2<sup>nd</sup> day of July 2024.

\_\_\_\_\_  
Jeremy Yamaguchi, 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 2<sup>nd</sup> day of July 2024 by the following vote:

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

\_\_\_\_\_  
Robert S. McKinnell, City Clerk

APPROVED AS TO FORM

\_\_\_\_\_  
Christian L. Bettenhausen, City Attorney

## RESOLUTION NO. R-2024-49

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES' STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5, 2024.

#### A. Recitals.

(i). § 13307 of the Election Code of the State of California provides that the governing body of any local agency adopt regulations pertaining to materials prepared by any candidate for a municipal election, including costs of the candidate's statement.

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

#### B. Resolution.

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

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

2. GENERAL PROVISIONS. That pursuant §13307 of the Elections Code of the State of California, each candidate for elective office to be voted for at an Election to be held in the City of Placentia on November 5, 2024, may prepare a candidate's statement on an appropriate form provided by the City Clerk. The statement may include the name, age, and occupation of the candidate and a brief description of no more than 200 words of the candidate's education and qualifications expressed by the candidate himself or herself. The statement shall not include party affiliation of the candidate, nor membership or activity in partisan political organizations. The statement shall be filed in typewritten form in the office of the City Clerk at the time the candidate's nomination papers are filed. The statement may be withdrawn, but not changed, during the period for filing nomination papers and until 5:00 p.m. of the next working day after the close of the nomination period.

#### 3. FOREIGN LANGUAGE POLICY.

A. Pursuant to the Federal Voting Rights Act, candidates' statements will be translated into all languages required by the County of Orange ("County"). The County is required to translate candidate's statements into the following languages: Spanish, Korean, Chinese, and Vietnamese.

B. The County will print and mail sample ballots and candidate's statements to all voters in Spanish, Korean, Chinese, and Vietnamese or the County will mail separate sample ballots and candidates' statements in Spanish, Korean, Chinese,

and Vietnamese to only those voters who are on the County voter file as having requested a sample ballot in a particular language. The County will make the sample ballots and candidates statements in the required languages available at all polling places, on the County's website, and in the Election Official's office.

#### 4. PAYMENT.

##### A. Translations.

1. The candidate shall be required to pay for the cost of translating the candidates statement into any required foreign language as specified in (A) and (B) of §3, above, pursuant to Federal and/or State law.

2. The candidate shall be required to pay for the cost of translating the candidate's statement into any foreign language that is not required as specified in (A) and (B) of §3 above, pursuant to Federal and/or State law, but is requested as an option by the candidate.

##### B. Printing.

1. The candidate shall be required to pay for the cost of printing the candidate's statement in English in the main voter pamphlet.

2. The candidate shall be required to pay for the cost of printing the candidates statement in a foreign language required in A of §3 above, in the main voter pamphlet.

3. The candidate shall be required to pay for the cost of printing the candidates statement in a foreign language requested by the candidate per B of §3 above, in the main voter pamphlet.

The City Clerk shall estimate the total cost of printing, handling, translating, and mailing the candidates statements filed pursuant to this section, including costs incurred as a result of complying with the Voting Rights Act of 1965 (as amended), and require each candidate filing a statement to pay in advance to the local agency his or her estimated *pro rata* share as a condition of having his or her statement included in the voter pamphlet. In the event the estimated payment is required, the estimate is just an approximation of the actual cost that varies from one election to another election and may be significantly more or less than the estimate, depending on the actual number of candidates filing statements. Accordingly, the City Clerk is not bound by the estimate and may, on a *pro rata* basis, bill the candidate for additional actual expense or refund any excess paid depending on the final actual cost. In the event of underpayment, the clerk may require the candidate to pay the balance of the cost incurred. In the event of overpayment, the Clerk shall prorate the excess amount among the candidates and refund the excess amount paid within thirty (30) days of the election.

5. MISCELLANEOUS.

A. All translations shall be provided by professionally certified translators.

B. The City Clerk shall comply with all recommendations and standards set forth by the California Secretary of State regarding occupational designations and other matters relating to elections.

6. ADDITIONAL MATERIALS. No candidate will be permitted to include additional materials in the sample ballot package.

7. That the City Clerk shall provide each candidate or the candidates representative a copy of this Resolution at the time nominating petitions are issued.

8. That all previous resolutions establishing Council policy on payment for candidates' statements are repealed.

9. That this resolution shall apply only to the election to be held on November 5, 2024, and shall then be repealed.

10. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions and hereby is directed to file a certified copy of this Resolution with the Board of Supervisors and the County Election Department of the County of Orange.

**PASSED, ADOPTED AND APPROVED** this 2<sup>nd</sup> day of July 2024.

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Jeremy Yamaguchi, Mayor

ATTEST:

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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 2<sup>nd</sup> day of July 2024 by the following vote:

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

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Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

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Christian L. Bettenhausen, City Attorney



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: EMERGENCY AND HEALTH SERVICES MANAGER

DATE: JULY 2, 2024

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, ADOPTING THE 2024 DRAFT LOCAL HAZARD MITIGATION PLAN WHICH HAS RECEIVED APPROVAL PENDING ADOPTION BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)**

FISCAL  
IMPACT: NONE

### **SUMMARY:**

The federal Robert T. Stafford Disaster Relief and Emergency Act (Stafford Act), as amended by the Disaster Mitigation Act of 2000 (DMA 2000) and supported by various regulations, directs hazard mitigation planning activities such as this plan. The Stafford Act requires State, local, and tribal governmental entities that wish to be eligible for federal hazard mitigation grant funds to submit a hazard mitigation plan that outlines the processes for identifying the natural and manmade hazards, risks, and vulnerabilities of each jurisdiction (United States Code [USC] Title 42, Section 5156[a]).

The Federal Emergency Management Agency (FEMA) has promulgated Code of Federal Regulations (CFR) Title 44, Part 201 to carry out the hazard mitigation planning requirements in the Stafford Act. These regulations direct the planning process, plan content, and FEMA approval of hazard mitigation plans. This 2024 Local Hazard Mitigation Plan complies with the Stafford Act and DMA 2000, along with the appropriate sections of Title 44 of the CFR, including Parts 201, 206, and 322.

Formal adoption documentation must be submitted to FEMA Region 9 within one calendar year of the date of FEMA's approval pending adoption (APA) letter, or the entire plan must be updated and resubmitted for review. FEMA will approve the plan upon receipt of the documentation of formal adoption by the City.

### **RECOMMENDATION:**

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

Adopt Resolution No. R-2024-50, A Resolution of the City Council of the City of Placentia, California, adoption of the 2024 Draft Local Hazard Mitigation Plan as its official plan.

**3.a.**  
**July 2, 2024**

**DISCUSSION:**

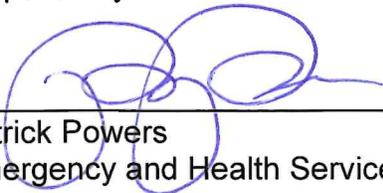
The City of Placentia strives to improve local reliability and resilience through capital improvement projects, innovative planning, and emergency management practices. To formalize existing efforts related to natural disasters and hazard mitigation planning, along with establishing a clear understanding of potential hazards and a coordinated plan to address these risks, the City developed this 2024 Local Hazard Mitigation Plan (LHMP).

In January 2023, the City of Placentia retained a consultant to develop the City's first ever Local Hazard Mitigation Plan. Following a series of meetings with internal staff, collaboration with stakeholders, three public meetings, and revisions to the draft plan based on CAL-OES feedback, a draft of the plan was submitted to FEMA. FEMA has completed its review of the 2024 *City of Placentia Local Hazard Mitigation Plan* and has determined that this plan is eligible for final approval pending adoption (APA) by the City per their letter dated May 23, 2024 (attachment 2).

The City is not required to prepare a LHMP, but state and federal regulations encourage it. The federal Robert T. Stafford Disaster Relief and Emergency Act, amended by the Disaster Management Act of 2000, creates a federal framework for local hazard mitigation planning. It states that jurisdictions that wish to be eligible for federal hazard mitigation grant funding must prepare a hazard mitigation plan that meets a specific set of guidelines and submit it to the Federal Emergency Management Agency (FEMA) for review and approval. These guidelines are outlined in the Code of Federal Regulations, Title 44, Part 201, and discussed in greater detail in FEMA's Local Mitigation Plan Review Tool.

The LHMP does not supersede any internal or current City plans or strategies. Rather, the LHMP enhances the ability to identify, inform, and mitigate hazard risks that are unique to the City of Placentia. Information in this plan will be used to help guide and coordinate mitigation activities and serve as a tool for Placentia decision-makers to specifically direct mitigation activities and resources. To maintain compliance with federal hazard mitigation planning regulations (44 CFR Part 201) and be reflective of current vulnerabilities and priorities, local hazard mitigation plans must be updated every five years.

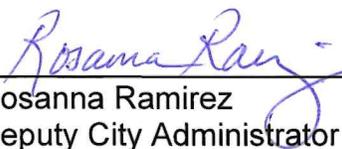
Prepared by:



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Patrick Powers  
Emergency and Health Services Manager

Reviewed and approved:



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Rosanna Ramirez  
Deputy City Administrator

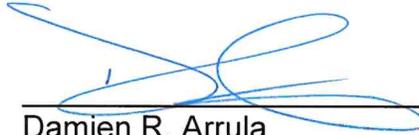
Reviewed and approved:



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Jennifer Lampman  
Finance Director

Reviewed and approved:



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Damien R. Arrula  
City Administrator

Attachments:

1. Resolution 2024-50, Adopting the 2024 Draft Local Hazard Mitigation Plan
2. FEMA Letter dated May 23, 2024, providing determination of eligibility for final approval pending adoption by the City of Placentia.

## RESOLUTION NO. R-2024-50

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, ADOPTION OF THE 2024 DRAFT LOCAL HAZARD MITIGATION PLAN WHICH HAS RECEIVED APPROVAL PENDING ADOPTION BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA).**

WHEREAS, the City of Placentia (the "City") recognizes the threat that natural hazards pose to people and property within Placentia; and

WHEREAS, the City has prepared a multi-hazard mitigation plan, hereby known as the Draft 2024 Local Hazard Mitigation Plan in accordance with federal laws, including the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended; the National Flood Insurance Act of 1969, as amended; and the National Dam Safety Program Act, as amended; and

WHEREAS, the draft 2024 Local Hazard Mitigation Plan identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in Placentia from the impacts of future hazards and disasters; and

WHEREAS, adoption by the Placentia City Council demonstrates its commitment to hazard mitigation and achieving the goals outlined in the draft 2024 Local Hazard Mitigation Plan, and

WHEREAS, the City Council of Placentia is seeking FEMA approval of its hazard mitigation plan and desires to comply with the requirements of the Disaster Mitigation Act and to augment its emergency planning efforts by formally adopting the draft 2024 Local Hazard Mitigation Plan by reference into the Safety Element of the General Plan in accordance with the requirements of AB 2140.

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

#### Section 1.

1. The Placentia City Council adopts in its entirety, the draft 2024 Local Hazard Mitigation Plan as its official Local Hazard Mitigation Plan; and
2. That the City of Placentia adopts the 2024 Local Hazard Mitigation Plan by reference into the Safety Element of the General Plan in accordance with the requirements of AB 2140; and
3. The City Council of Placentia will submit this adoption resolution to the California Office of Emergency Services and FEMA Region IX officials to enable the plan's

final approval in accordance with the requirements of the Disaster Mitigation Act of 2000 and to establish conformance with the requirements of AB 2140.

Section 2. Be it further resolved that any other resolutions and/or parts of any other resolution in conflict herewith are hereby repealed

Section 3. Should any section, subsection, clause or provision of this Resolution for any reason be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this Resolution, it being hereby expressly declared that this Resolution, and each and every section, subsection, sentence, clause and phrase hereof would have been prepared, proposed, approved, adopted and/or ratified irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases of this Resolution be declared invalid or unconstitutional.

Section 4. The City Clerk shall certify the passage and adoption of this Resolution.

**PASSED, APPROVED AND ADOPTED this 2nd day of July 2024.**

\_\_\_\_\_  
Jeremy Yamaguchi, Mayor

ATTEST:

\_\_\_\_\_  
Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA  
COUNTY OF ORANGE

I, Robert S. McKinnell, City Clerk of the City of Placentia Do Hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 2nd day of July 2024 by the following vote:

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

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Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

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Christian L. Bettenhausen, City Attorney



**FEMA**

May 23, 2024

Patrick Powers  
Emergency and Health Services Manager  
City of Placentia  
401 E. Chapman Avenue  
Placentia, CA 92870

Dear Patrick Powers:

The Federal Emergency Management Agency (FEMA) has completed its review of the *2024 City of Placentia Local Hazard Mitigation Plan* and has determined that this plan is eligible for final approval pending its adoption by the City of Placentia.

Formal adoption documentation must be submitted to FEMA Region 9 within one calendar year of the date of this letter, or the entire plan must be updated and resubmitted for review. FEMA will approve the plan upon receipt of the documentation of formal adoption.

If you have any questions regarding the planning or review processes, please contact the FEMA Region 9 Hazard Mitigation Planning Team at [fema-r9-mitigation-planning@fema.dhs.gov](mailto:fema-r9-mitigation-planning@fema.dhs.gov).

Sincerely,

A handwritten signature in black ink that reads "Alison Kearns". The signature is written in a cursive style with a long, sweeping underline.

Alison Kearns  
Planning and Implementation Branch Chief  
Mitigation Division  
FEMA Region 9

Enclosure (1)

City of Placentia Plan Review Tool, dated May 23, 2024

cc: Robyn Fennig, State Hazard Mitigation Officer, California Governor's Office of  
Emergency Services  
Victoria LaMar-Haas, Hazard Mitigation Planning Chief, California Governor's Office of  
Emergency Services