



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

KEVIN KIRWIN
Mayor
District 2

CHAD P. WANKE
Mayor Pro Tem
District 4

THOMAS HUMMER
Councilmember
District 1

WARD L. SMITH
Councilmember
District 5

JEREMY B. YAMAGUCHI
Councilmember
District 3

Robert S. McKinnell
City Clerk

Kevin A. Larson
City Treasurer

Thomas R. Hatch
Interim City Administrator

Christian L. Bettenhausen
City Attorney

**AGENDA
May 6, 2025**

**Council Chambers
401 E Chapman Ave.
Placentia, CA 92870**

Phone: (714) 993-8117

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

Mission Statement

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

Vision Statement

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

Copies of all agenda materials are available for public review in the Office of the City Clerk, online at www.placentia.org, and at 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. Closed Sessions are held in the Council Caucus Room. While the public may be in attendance during oral announcements preceding Closed Sessions, Closed Sessions are not open to the public.

**PLACENTIA CITY COUNCIL
REGULAR MEETING AGENDA - CLOSED SESSION
May 6, 2024
4:30 p.m. - City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER:

ROLL CALL:

**Councilmember/Board Member Hummer
Councilmember/Board Member Smith
Councilmember/Board Member Yamaguchi
Mayor Pro Tem/Board Vice Chair Wanke
Mayor/Board Chair Kirwin**

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.

CLOSED SESSION PROCEEDINGS:

Pursuant to Government Code Section 54957.6

CONFERENCE WITH LABOR NEGOTIATOR

Agency Designated Representatives: Thomas Hatch, Interim City Administrator

Alice Burnett, Director of Human Resources

Employee Organizations:

Placentia City Employees Association (PCEA)

Placentia Firefighters Association (PFA)

Placentia Fire Management Association (PFMA)

Placentia Police Management Association (PPMA)

Placentia Police Officers Association (PPOA)

Unrepresented Employees

Pursuant to Government Code Section 54956.9(d)(2)

CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation

(1 case)

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

CONFERENCE WITH LEGAL COUNSEL – Existing Litigation

City of Placentia vs. Onward Engineering; Case No. 30- 2018-01040701

Pursuant to Government Code Section 54956.8:

CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Property: 480 S. Placentia Avenue

APN: 339-443-03

Agency Negotiator: Thomas Hatch, Interim City Administrator

Negotiating Parties: Galaxy Oil Company
Under Negotiation: Price and Terms of Payment

Pursuant to Government Code Section 54957(b)(1)
PUBLIC EMPLOYEE EMPLOYMENT/APPOINTMENT
Title: City Administrator

Pursuant to Government Code Section 54957(b)(1):
PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: Interim City Administrator

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

**PLACENTIA CITY COUNCIL
REGULAR MEETING AGENDA
May 6, 2025
7:00 p.m. - City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER:

ROLL CALL:

Councilmember/Board Member Hummer
Councilmember/Board Member Smith
Councilmember/Board Member Yamaguchi
Mayor Pro Tem/Board Vice Chair Wanke
Mayor/Board Chair Kirwin

INVOCATION: Chaplain Tony Mercado

PLEDGE OF ALLEGIANCE: Rilyn Gapik

PRESENTATIONS:

Proclamation of May 20, 2025 as Red Sneaker Day for Food Allergy Awareness

Presenters: Mayor Kirwin and City Council

Recipient: Emman Melin, Red Sneaker Ambassador

Proclamation of Water Safety Month

Presenters: Mayor Kirwin and City Council

Recipient: Community Services

Recognition of Citizens Academy Graduates

Presenters: Mayor Kirwin and City Council

Recipients: Citizens Academy Graduates

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 MEMBER COMMENTS:

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

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](#)

Recommended Action: It is recommended that the City Council:
Approve.

1.b [City Fiscal Year 2024-25 Registers for May 6, 2025](#)

Check Register

Fiscal Impact: \$ 1,752,567.62

Electronic Disbursement Register

Fiscal Impact: \$ 1,523,359.04

Recommended Action: It is recommended that the City Council:
Receive and file.

1.c [Minutes City Council/Successor/ICDA/PPFA Regular Meeting of:](#)

- [October 15, 2024, Regular Meeting](#)
- [November 5, 2024, Regular Meeting](#)

Recommended Action: It is recommended that the City Council:
Approve.

1.d [Award of Contract to Colts Landscape, Inc., for Citywide Vine Trimming Services](#)

Fiscal Impact:

Expense: \$87,046 Five-Year Contract Total

Budget: \$96,920 Budgeted FY 2025-26 Operating Budget (103655-6115)

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

1. Award a five-year Public Works Agreement to Colts Landscape, Inc., for citywide vine trimming services in an amount not-to-exceed \$87,046; and
2. Authorize the Interim City Administrator to approve contract change orders up to 20% or \$17,409.20 of the contract not-to-exceed amount; and
3. Authorize the Interim City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

1.e [Agreement with PowerPlus for Temporary Electrical Power at Placentia Public Safety Center](#)

Fiscal Impact:

Expense:	\$100,000	Service Cost
	\$ 10,000	Contingency Cost
	\$110,000	Total Cost

Available Budget: \$487,669.07 (105213-6840)

Recommended Action: It is recommended that the City Council take the following actions to:

1. Approve a Public Works Agreement with S.R. Bray, LLC (dba PowerPlus) for the Public Safety Center Project in the amount of \$100,000; and
2. Authorize the Interim City Administrator to approve up to ten percent (10%)

contingency of the contract amount, or \$10,000, for a total contract not-to-exceed amount of \$110,000; and

3. Authorize the Interim City Administrator to approve all agreements in a form approved by the City Attorney.

1.f [Second Amendment to the Waste Disposal Agreement with the County of Orange](#)

Fiscal Impact:

There is no fiscal impact associated with the recommended action.

Recommended Action: It is recommended the City Council take the following actions to:

1. Approve the Second Amendment to the Waste Disposal Agreement with the County of Orange extending the agreement by one year and increasing the disposal fee 2.6% through June 30, 2026; and
2. Authorize the Interim City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

1.g [Second Reading and Adoption of Ordinance No. O-2025-03, approving the Municipal Code amendment to establish a comprehensive regulatory framework for city special events on public property.](#)

Fiscal Impact:

There is no fiscal impact to the City's General Fund for this item.

Recommended Action: It is recommended that the City Council take the following action to:

1. Waive full reading, by title only, and adopt Ordinance No. O-2025-03, An Ordinance of the City Council of the City of Placentia, California, amending Title 1 (general provisions), Chapter 14 (temporary suspension of regulatory ordinances) amending Section 10.28.010 (drinking in public) of Chapter 10.18 (intoxication) of Title 10 (peace, morals and safety), repealing Chapter 13.60 (parades - assemblages) of Title 13 (vehicles & traffic) and amending Title 14 (public property) with the addition of Chapter 14.18 (special events permit), to establish a comprehensive regulatory framework for city special events on public property.

1.h [Retirement and Ownership Transfer of Police Service Dog](#)

Fiscal Impact:

Expense: \$0.00
Offsetting Revenue: \$1.00

Recommended Action: It is recommended that the City Council take the following action to:

1. Approve the "Release and Waiver of Liability and Indemnity Agreement" authorizing the transfer of ownership of retired Police Service Dog "Champ" to Officer Zachary King; and
2. Authorize the Interim City Administrator, or his designee, to execute an agreement with Police Officer Zachary King to purchase Police Service Dog "Champ" in the amount of one dollar (\$1.00). In a form approved by the City

Attorney.

2. PUBLIC HEARING:

- 2.a [Public Hearing Regarding the Annexation of Territory to Existing Community Facilities District No. 2024-1 \(Old Town Maintenance Services\) and Authorize Special Tax Annexation No. 1 for 201 S. Bradford Avenue, APN 339-365-23](#)

Fiscal Impact:

Projected Annual Revenue: \$427.52 (CFD for Old Town Maintenance Services)

Recommended Action: It is recommended that the City Council take the following action to:

1. Open the Public Hearing concerning the annexation of 201 S. Bradford Avenue; and
2. Receive the Staff Report, consider all public testimony, ask questions of Staff; and
3. Conduct election for annexation of 201 S. Bradford Avenue to Community Facilities District No. 2024-1 (Old Town Maintenance Services); and
4. Close the Public Hearing; and
5. Adopt Resolution R-2025-16, a Resolution of the City Council of the City of Placentia, California, ordering the annexation of territory to its Community Facilities District No. 2024-1 (Old Town Maintenance Services) and approving the amended map for said District; and
6. Authorize inclusion of the annexed territory for Community Facilities District No. 2024-1 (Old Town Maintenance Services) for Fiscal Year 2025-26 on the Orange County Secured Property Tax Roll.

3. REGULAR AGENDA:

- 3.a [Study Session: Placentia Enhanced Infrastructure Financing District and the Old Town Streetscape Master Plan](#)

Fiscal Impact:

Estimated range of \$17 to \$24 million in property tax increment over approximately 40 years. Up to \$59 million in net fiscal impact revenue to the City over approximately 50 years.

Recommended Action: It is recommended that the City Council take the following actions to:

1. Receive and file the Staff Report and presentations; and
2. Ask any questions of the Measure U Committee and Staff; and
3. Provide direction to Staff as appropriate regarding the next steps in the EIFD Process.

- 3.b [Fiscal Year 2025-26 Capital Improvement Program - Study Session No. 3](#)

The fiscal impact will be determined with final adoption of the Fiscal Year 2025-26 Capital Improvement Program Budget.

Recommended Action:

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

1. Receive and file the staff report and presentation; and
2. Provide direction to staff regarding the proposed fuel tank storage options.

CITY COUNCIL MEMBERS REQUESTS:

Council Members may make requests or ask questions of Staff. If a Council 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, May 20, 2025 at 5:00 p.m.

TENTATIVE AGENDA FORECAST:

- *Amendment No. 4 to Professional Services Agreement with HF&H Consultants for SB 1383 Contracting Assistance Services*
- *Annual Landscape Maintenance District Assessment*
- *Annual Street Lighting District Assessment*
- *Proposed FY2025/26 Annual Operating Budget and Capital Improvement Program (CIP)*

CERTIFICATION OF POSTING

I, Nancy Albitre-Seely, Interim Deputy City Clerk for the City of Placentia and Assistant Secretary of the Industrial Commercial Development Authority, the Successor Agency, and the Placentia Financing Authority hereby certify that the Agenda for the May 6, 2025, meetings of the City Council, Successor Agency, and Industrial Commercial Development Authority, and the Placentia Public Financing Authority was posted on May 1, 2025.

Nancy Albitre-Seely, Interim Deputy City Clerk



PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: May 6, 2025

Submitted by: Nancy Albitre-Seely

From: City Attorney's Office

Subject:

Pursuant to Government Code Section 54957.6

CONFERENCE WITH LABOR NEGOTIATOR

Agency Designated Representatives: Thomas Hatch, Interim City Administrator

Alice Burnett, Director of Human Resources

Employee Organizations:

Placentia City Employees Association (PCEA)

Placentia Firefighters Association (PFA)

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Placentia Police Management Association (PPMA)

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Unrepresented Employees

Pursuant to Government Code Section 54956.9(d)(2)

CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation

(1 case)

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

CONFERENCE WITH LEGAL COUNSEL – Existing Litigation

City of Placentia vs. Onward Engineering; Case No. 30- 2018-01040701

Pursuant to Government Code Section 54956.8:

CONFERENCE WITH REAL PROPERTY NEGOTIATOR

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

PUBLIC EMPLOYEE EMPLOYMENT/APPOINTMENT

Title: City Administrator

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

PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: Interim City Administrator



PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: May 6, 2025

Submitted by: Nancy Albitre-Seely

From: City Clerk

Subject:

Proclamation of May 20, 2025 as Red Sneaker Day for Food Allergy Awareness

Presenters: Mayor Kirwin and City Council

Recipient: Emman Melin, Red Sneaker Ambassador

Proclamation of Water Safety Month

Presenters: Mayor Kirwin and City Council

Recipient: Community Services

Recognition of Citizens Academy Graduates

Presenters: Mayor Kirwin and City Council

Recipients: Citizens Academy Graduates



Agenda Item No: 1.a

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: May 6, 2025

Submitted by: Nancy Albitre-Seely

From: City Clerk

Subject:

Consideration to Waive Reading in Full of all Ordinances and Resolutions

Recommendation:

Recommended Action: It is recommended that the City Council:
Approve.



Agenda Item No: 1.b

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: May 6, 2025

Submitted by: Gabriela Calin

From: Finance

Subject:

City Fiscal Year 2024-25 Registers for May 6, 2025

Check Register

Fiscal Impact: \$ 1,752,567.62

Electronic Disbursement Register

Fiscal Impact: \$ 1,523,359.04

Recommendation:

Recommended Action: It is recommended that the City Council:
Receive and file.

Attachments

[Check Register 05.06.2025.pdf](#)

[ACH Check Register 05.06.2025.pdf](#)

City of Placentia
Check Register
For 05/06/2025

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
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Grand Total: 1,752,567.62

Check Totals by ID

AP	1,752,567.62
EP	0.00
IP	0.00
OP	0.00

Void Total: 0.00
 Check Total: 1,752,567.62

Fund Name	<u>Check Totals by Fund</u>
101-General Fund (0010)	1,461,989.21
117-Measure U Fund (0079)	132,963.61
205-State Gas Tax (0017)	9,141.60
210-Measure M (0018)	8,217.44
211-PEG Fund (0058)	3,780.00
215-Air Quality Management (0019)	2,054.36
233-Gen Plan Update Fees (0074)	29,628.16
234-Technology Impact Fees (0075)	2,590.68
249-TOD District CFD (0080)	250.88
260-Street Lighting District (0028)	17,727.89
265-Landscape Maintenance (0029)	21,646.36
270-CDBG Fund (0030)	264.52
275-Sewer Maintenance (0048)	15,065.19
280-Misc Grants Fund (0050)	1,145.00
302-Public Financing Autho(0082)	2,500.00
501-Refuse Administration (0037)	14,608.11
601-Employee Health & Wifre (0039)	1,401.42
605-Risk Management (0040)	5,830.83
701-Special Deposits (0044)	21,762.36
Check Total:	1,752,567.62

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

City of Placentia
Check Register
For 04/29/2025

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	AMAZON CAPITAL SERVICE V012336	OFFICE CHAIR	102020-6355 Small Furniture & Fixture	AP040725	331.92	13F7-YKQR-		00134366	04/10/2025
MW OH	AMAZON CAPITAL SERVICE V012336	OFFICE SUPPLIES - ADMIN	101510-6315 Office Supplies	AP040725	255.47	13QV-NV3R-		00134366	04/10/2025
MW OH	AMAZON CAPITAL SERVICE V012336	OFFICE SUPPLIES - IT	101523-6315 Office Supplies	AP040725	6.51	1GT6-9LHR-		00134366	04/10/2025
MW OH	AMAZON CAPITAL SERVICE V012336	COMPUTER ACCESSORIES	101523-6368 Computer Peripheral/Accessory	AP040725	397.95	1GT6-9LHR-		00134366	04/10/2025
MW OH	AMAZON CAPITAL SERVICE V012336	OFFICE SUPPLIES - DEVELOPMENT	102531-6315 Office Supplies	AP040725	197.23	1MX4-LJ46-		00134366	04/10/2025
MW OH	AMAZON CAPITAL SERVICE V012336	OFFICE SUPPLIES - CITY CLERK	101513-6315 Office Supplies	AP040725	33.83	1PFT-DDQK-		00134366	04/10/2025
Check Total:					1,222.91				
MW OH	ANJOMA ZONE PARTY V013034	INFLATABLE RENT - EASTER EVENT	104071-6099 Professional Services	AP040725	1,291.36	000004		00134367	04/10/2025
Check Total:					1,291.36				
MW OH	AT & T V008736	2/27-3/26 POWELL BLDG INTERNET	109595-6215 Telephone/Internet	AP040725	95.59	POWELL 03-		00134368	04/10/2025
Check Total:					95.59				
MW OH	BADGE FRAME INC V010144	PD ORGANIZATION CHART NAMES	103040-6230 Printing & Binding	AP040725	87.00	935240		00134369	04/10/2025
Check Total:					87.00				
MW OH	BEST 5TH AVE INC V012980	MAR - PD DRY CLEANING SVS	103040-6290 Dept. Contract Services	AP040725	930.60	MARCH 25		00134370	04/10/2025
Check Total:					930.60				
MW OH	BUENA PARK PLAQUE & V011364	NAME PLATES MEMORIAL WALL	103040-6999 Other Expenditure	AP040725	120.68	104894		00134371	04/10/2025
Check Total:					120.68				

City of Placentia
Check Register
For 04/29/2025

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	CALIFORNIA BUILDING V010984	JAN-MAR CBSC FEE	0044-2036 CBSC State Fee	AP040725	1,017.08	04082025		00134372	04/10/2025
MW OH	CALIFORNIA BUILDING V010984	JAN-MAR CBSC FEE	102532-4160 Building Permits	AP040725	-101.71	04082025		00134372	04/10/2025
Check Total:					915.37				
MW OH	CALIFORNIA FORENSIC V000232	MAR - BLOOD DRAWS	103040-6055 Medical Services	AP040725	1,770.00	2869	P13480	00134373	04/10/2025
Check Total:					1,770.00				
MW OH	CENTURY BUSINESS V010180	PRINTER/COPIER STAPLES REFIL	109595-6175 Office Equipment Rental	AP040725	73.08	AR65837-CEN	P13779	00134374	04/10/2025
MW OH	CENTURY BUSINESS V010180	PRINTER/COPIER STAPLES REFIL	109595-6175 Office Equipment Rental	AP040725	145.35	AR65886-CEN	P13779	00134374	04/10/2025
Check Total:					218.43				
MW OH	CHARTER COMMUNICATIONS V012060	325-4/24 NETWORK/INT/VIDEO SV	109595-6215 Telephone/Internet	AP040725	6,053.20	18995220103212		00134375	04/10/2025
Check Total:					6,053.20				
MW OH	CICCS/EAP V012670	APR - EAP	395083-5199 Other Employee Benefits	AP040725	453.10	2025-04		00134376	04/10/2025
MW OH	CICCS/EAP V012670	JAN - EAP	395083-5199 Other Employee Benefits	AP040725	453.10	2025-1		00134376	04/10/2025
Check Total:					906.20				
MW OH	CITY OF BREA V000125	JOB INSP FORMS, B. CARDS	102531-6315 Office Supplies	AP040725	158.28	ASR0000436		00134377	04/10/2025
MW OH	CITY OF BREA V000125	BUSINESS CARDS - PIVAROFF	102533-6315 Office Supplies	AP040725	5.00	ASR0000436		00134377	04/10/2025
Check Total:					163.28				
MW OH	COUNTY OF ORANGE V008881	RADIO REPAIRS	103041-6137 Repair Maint/Equipment	AP040725	358.50	STTM002731		00134378	04/10/2025

City of Placentia
Check Register
For 04/29/2025

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
					Check Total:	358.50		
MW OH	DAVID TAUSSIG AND V001040	MAR - DEVELOPMENT IMPACT FEES	749504-6770 Infrastructure - Major Studies	AP040725	1,467.75 2503122	P13528	00134379	04/10/2025
MW OH	DAVID TAUSSIG AND V001040	MAR - DEVELOPMENT IMPACT FEES	749504-6770 Infrastructure - Major Studies	AP040725	708.13 2503123	P13528	00134379	04/10/2025
MW OH	DAVID TAUSSIG AND V001040	MAR - DEVELOPMENT IMPACT FEES	749504-6770 Infrastructure - Major Studies	AP040725	361.43 2503124	P13528	00134379	04/10/2025
					Check Total:	2,537.31		
MW OH	DEPARTMENT OF V000184	JAN - MAR STRONG MOTION FEES	102532-4160 Building Permits	AP040725	-145.46 04082025		00134380	04/10/2025
MW OH	DEPARTMENT OF V000184	JAN - MAR STRONG MOTION FEES	0044-2030 Strong Motion Fees/Res.	AP040725	2,024.97 04082025		00134380	04/10/2025
MW OH	DEPARTMENT OF V000184	JAN - MAR STRONG MOTION FEES	0044-2030 Strong Motion Fees/Res.	AP040725	12.50 04082025		00134380	04/10/2025
MW OH	DEPARTMENT OF V000184	JAN - MAR STRONG MOTION FEES	0044-2035 Strong Motion Fees/Non-Res	AP040725	871.65 04082025		00134380	04/10/2025
					Check Total:	2,763.66		
MW OH	DFS FLOORING INC V000099	FEB - CARPET CLEANING	103654-6290 Dept. Contract Services	AP040725	744.00 311409-14	P13503	00134381	04/10/2025
MW OH	DFS FLOORING INC V000099	MAR - CARPET CLEANING	103654-6290 Dept. Contract Services	AP040725	744.00 311409-15	P13503	00134381	04/10/2025
					Check Total:	1,488.00		
MW OH	FIREMASTER V000409	ANNUAL FIRE EXTINGUISHER MAINT	103654-6137 Repair Maint/Equipment	AP040725	1,684.55 0001312617		00134382	04/10/2025
					Check Total:	1,684.55		
MW OH	FIRST AMERICAN DATA TREM V012934	MAR - PROP DETAIL REPORTS	101523-6136 Software Maintenance	AP040725	150.00 20262510325	P13665	00134383	04/10/2025
MW OH	FIRST AMERICAN DATA TREM	MAR - ASSESSOR BULK DATA	101523-6136	AP040725	416.67 7040394	P13665	00134383	04/10/2025

City of Placentia
Check Register
For 04/29/2025

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V012934		Software Maintenance						
				Check Total:	566.67				
MW OH	FORENSIC NURSE V009316	DV EXAMS - #25-00899, 25-00931	103040-6055 Medical Services	AP040725	1,200.00	6200		00134384	04/10/2025
				Check Total:	1,200.00				
MW OH	GALLS LLC V000438	DISPATCH UNIFORMS	101515-6360 Uniforms	AP040725	61.25	30810949	P13833	00134385	04/10/2025
MW OH	GALLS LLC V000438	DISPATCH UNIFORMS	101515-6360 Uniforms	AP040725	156.96	30818191	P13833	00134385	04/10/2025
MW OH	GALLS LLC V000438	DISPATCH UNIFORMS	101515-6360 Uniforms	AP040725	357.89	30857058	P13833	00134385	04/10/2025
				Check Total:	576.10				
MW OH	GRANICUS INC. V007659	4/1-6/30 GRANICUS SOFTWARE	101523-6136 Software Maintenance	AP040725	10,180.40	199837	P13760	00134386	04/10/2025
				Check Total:	10,180.40				
MW OH	HALO CONFIDENTIAL V011712	MAR - PD BACKGROUND SVS	103040-6290 Dept. Contract Services	AP040725	7,360.00	0247	P13460	00134387	04/10/2025
				Check Total:	7,360.00				
MW OH	HIRSCH PIPE AND SUPPLY V004494	PLUMBING MATERIALS	103654-6137 Repair Maint/Equipment	AP040725	107.93	1070892		00134388	04/10/2025
				Check Total:	107.93				
MW OH	HUMAN PERFORMANCE V013035	FORCE ENCOUNTERS ANALYSIS -REC	103041-6250 Staff Training	AP040725	439.00	HPTC4825		00134389	04/10/2025
				Check Total:	439.00				
MW OH	HUMANITY.COM LLC V012916	3/11-6/10 HUMANITY SUBSCR	104070-6366 Web Based Service/Subscriptions	AP040725	744.12	INV00406773		00134390	04/10/2025
				Check Total:	744.12				

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MW OH	IMPERIAL SPRINKLER V006506	SPRINKLER SUPPLIES	104055-6139 Repair/Maint - Parks & Fields	AP040725	694.56	0019583428-002	P13479	00134391	04/10/2025
MW OH	IMPERIAL SPRINKLER V006506	SPRINKLER SUPPLIES	104055-6139 Repair/Maint - Parks & Fields	AP040725	119.44	0019843591-001	P13479	00134391	04/10/2025
MW OH	IMPERIAL SPRINKLER V006506	SPRINKLER SUPPLIES	104055-6139 Repair/Maint - Parks & Fields	AP040725	310.41	0019845731-001	P13479	00134391	04/10/2025
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6130 Repair & Maint/Facilities	AP040725	437.88	0020053533-001	P13560	00134391	04/10/2025
Check Total:					1,562.29				
MW OH	INTERNATIONAL CODE V002643	GOVERNMENTAL MEMBER DUES	102531-6255 Dues & Memberships	AP040725	310.00	0444900-25		00134392	04/10/2025
Check Total:					310.00				
MW OH	IOTUM INC. V012935	APR - CALLBRIDGE SUBSCR	101523-6136 Software Maintenance	AP040725	299.76	41002593		00134393	04/10/2025
Check Total:					299.76				
MW OH	IPERMIT V012576	CANCELLATION PERMIT REFUND	0044-2049 Health & Safety Collection	AP040725	2.50	B25-1696		00134394	04/10/2025
MW OH	IPERMIT V012576	CANCELLATION PERMIT REFUND	102532-4166 Heat/Ventilation Air Cond	AP040725	93.00	B25-1696		00134394	04/10/2025
MW OH	IPERMIT V012576	CANCELLATION PERMIT REFUND	740000-4302 General Plan Update Fee	AP040725	14.00	B25-1696		00134394	04/10/2025
MW OH	IPERMIT V012576	CANCELLATION PERMIT REFUND	750000-4303 Technology Fee	AP040725	7.00	B25-1696		00134394	04/10/2025
Check Total:					116.50				
MW OH	JJJ FLOOR COVERING INC. V012988	WHITTEN CTR FLOORING	795313-2046 / 795313-2046 Retentions Payable	AP040725	-1,467.40	1026242		00134395	04/10/2025
MW OH	JJJ FLOOR COVERING INC. V012988	WHITTEN CTR FLOORING	795313-6850 / 795313-6850 Building & Facilities	AP040725	29,348.00	1026242	P13762	00134395	04/10/2025

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				Check Total:	27,880.60				
MW OH	KANG, ANDREW V013032	DUPLICATE PERMIT CHG - REFUND	740000-4302 General Plan Update Fee	AP040725	12.00	B25-0307		00134396	04/10/2025
MW OH	KANG, ANDREW V013032	DUPLICATE PERMIT CHG - REFUND	750000-4303 Technology Fee	AP040725	7.50	B25-0307		00134396	04/10/2025
MW OH	KANG, ANDREW V013032	DUPLICATE PERMIT CHG - REFUND	102532-4162 Plumbing Permits	AP040725	218.00	B25-0307		00134396	04/10/2025
				Check Total:	237.50				
MW OH	KASAI, SHARON V013029	DAMAGE DEPOSIT REFUND R4065	104071-4385 Facility Rental	AP040725	166.00	2004387.002A		00134397	04/10/2025
				Check Total:	166.00				
MW OH	KOSMONT TRANSACTIONS V011935	ANNUAL CDIAAC REPORT FILINGS	102020-6099 Professional Services	AP040725	3,500.00	3/19/2025	P13834	00134398	04/10/2025
				Check Total:	3,500.00				
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - DELZER	103041-6360 Uniforms	AP040725	410.11	INV929343	P13808	00134399	04/10/2025
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - DELZER	103041-6360 Uniforms	AP040725	110.76	INV930035	P13808	00134399	04/10/2025
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - ALVAREZ	103041-6360 Uniforms	AP040725	193.15	INV930065	P13808	00134399	04/10/2025
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - RODRIGUEZ	103041-6360 Uniforms	AP040725	158.81	INV930940	P13808	00134399	04/10/2025
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - SILVA	103041-6360 Uniforms	AP040725	604.56	INV932363	P13808	00134399	04/10/2025
				Check Total:	1,477.39				
MW OH	LYNCH EMS V011542	APR - EMERGENCY MEDICAL SVS	101516-6290 Dept. Contract Services	AP040725	91,447.58	25-7891	P13456	00134400	04/10/2025
				Check Total:	91,447.58				

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MW OH	MADRIGAL, ARELY V013030	DAMAGE DEPOSIT REFUND R4054	104071-4385 Facility Rental	AP040725	111.00	2004402.002		00134401	04/10/2025
					Check Total:	111.00			
MW OH	MARIPOSA LANDSCAPES INC V000647	MAR - MEDIAN & PKWY MAINT SVS	103655-6115 Landscaping	AP040725	2,795.92	112892	P13507	00134402	04/10/2025
MW OH	MARIPOSA LANDSCAPES INC V000647	MAR - LIBRARY MAINT SVS	103655-6115 / 21008-6115 Landscaping	AP040725	1,519.81	112892	P13507	00134402	04/10/2025
MW OH	MARIPOSA LANDSCAPES INC V000647	MAR - CALTRANS SLOPE ON 57 FRWY	103655-6115 / 243601-6115 Landscaping	AP040725	133.55	112892	P13507	00134402	04/10/2025
MW OH	MARIPOSA LANDSCAPES INC V000647	MAR - MEDIAN & PKWY MAINT SVS	173555-6115 Landscaping	AP040725	9,141.60	112892	P13507	00134402	04/10/2025
MW OH	MARIPOSA LANDSCAPES INC V000647	MAR - LMD MAINT SVS	296561-6115 Landscaping	AP040725	5,736.44	112892	P13507	00134402	04/10/2025
MW OH	MARIPOSA LANDSCAPES INC V000647	MAR - CROWTHER MEDIAN & PKWY	800000-6115 Landscaping	AP040725	133.55	112892	P13507	00134402	04/10/2025
					Check Total:	19,460.87			
MW OH	MARTIN, ARMANDO V011735	MAR - DEAD ANIMAL REMOVAL SVS	103652-6290 Dept. Contract Services	AP040725	600.00	0003074	P13534	00134403	04/10/2025
					Check Total:	600.00			
MW OH	MIKE RAAHAUGES V010677	3/11 PISTOL RANGE USAGE	103043-6162 Range Training	AP040725	75.00	2082		00134404	04/10/2025
					Check Total:	75.00			
MW OH	MILLER MENDEL INC V012474	MAR - ESOPH CREDIT REPORTS	103041-6054 Recruitment Exp	AP040725	22.50	9123		00134405	04/10/2025
MW OH	MILLER MENDEL INC V012474	MAR - ESOPH FAX UNITS	103041-6299 Other Purchased Services	AP040725	11.40	9483		00134405	04/10/2025
MW OH	MILLER MENDEL INC V012474	MAR - ESOPH DATA STORAGE	103041-6299 Other Purchased Services	AP040725	39.95	9730		00134405	04/10/2025

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				Check Total:	73.85				
MW OH	MINUTEMAN PRESS V013020	COVINAEMBROIDERED PD HATS	103041-6360 Uniforms	AP040725	954.28	46615	P13816	00134406	04/10/2025
				Check Total:	954.28				
MW OH	NUVIS V012230	FEB - CHAPMAN CORR MASTER PLAN	749104-6770 / 749104-6770 Infrastructure - Major Studies	AP040725	10,570.00	27955	P13761	00134407	04/10/2025
				Check Total:	10,570.00				
MW OH	ORACLE AMERICA INC V012900	IMPLEMENTATION - NETSUITE	796507-6099 Professional Services	AP040725	17,147.03	101846973	P13571	00134408	04/10/2025
				Check Total:	17,147.03				
MW OH	ORANGE COUNTY V011002	MAR CAPACITY FACILITY CHARGE	102532-4364 Sanitation Collect Fees	AP040725	-367.83	04042025		00134409	04/10/2025
MW OH	ORANGE COUNTY V011002	MAR CAPACITY FACILITY CHARGE	0044-2037 County Sanitation Dist Fee	AP040725	7,356.66	04042025		00134409	04/10/2025
				Check Total:	6,988.83				
MW OH	PACIFIC WEST AIR V010710	HVAC REPAIRS - CH	103654-6290 Dept. Contract Services	AP040725	894.00	I48104R	P13753	00134410	04/10/2025
MW OH	PACIFIC WEST AIR V010710	HVAC MAINT KRAEMAR PUMP ST	103654-6290 Dept. Contract Services	AP040725	80.00	I48403	P13753	00134410	04/10/2025
				Check Total:	974.00				
MW OH	PERIMETER PROTECTION V011153	FEB - SECURITY MONITORING	101523-6128 Video Monitoring	AP040725	2,880.00	1288	P13747	00134411	04/10/2025
MW OH	PERIMETER PROTECTION V011153	PROTECTION/SECURITY	101523-6128 Video Monitoring	AP040725	2,880.00	1310	P13747	00134411	04/10/2025
MW OH	PERIMETER PROTECTION V011153	SECURITY CAMERA REPLACE	101523-6128 Video Monitoring	AP040725	2,150.00	1314	P13747	00134411	04/10/2025
				Check Total:	7,910.00				
MW OH	POWER PLUS	DUPLICATE BLDG PERMIT REFUND	750000-4303	AP040725	5.00	B25-0297		00134412	04/10/2025

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	R013031		Technology Fee						
MW OH	POWER PLUS R013031	DUPLICATE BLDG PERMIT REFUND	740000-4302 General Plan Update Fee	AP040725	8.00	B25-0297		00134412	04/10/2025
MW OH	POWER PLUS R013031	DUPLICATE BLDG PERMIT REFUND	102532-4164 Electrical Permits	AP040725	128.00	B25-0297		00134412	04/10/2025
Check Total:					141.00				
MW OH	RBI TRAFFIC INC V010707	TRAFFIC STUDY REVIEW	103590-6290 Dept. Contract Services	AP040725	450.00	3689	P13786	00134413	04/10/2025
Check Total:					450.00				
MW OH	RED 88 MEDIA LLC V012180	FEB - BROADCASTING SVS	581573-6290 Dept. Contract Services	AP040725	2,076.00	25-1025-0034	P13553	00134414	04/10/2025
MW OH	RED 88 MEDIA LLC V012180	MAR - BROADCASTING SVS	581573-6290 Dept. Contract Services	AP040725	1,384.00	25-1025-0035	P13553	00134414	04/10/2025
MW OH	RED 88 MEDIA LLC V012180	2/24-1/25 BROADCASTING BAL DUE	581573-6290 Dept. Contract Services	AP040725	320.00	25-1025-0036	P13553	00134414	04/10/2025
Check Total:					3,780.00				
MW OH	RHA LANDSCAPE V011993	12/26-1/25 LA PLACITA PARKETTE	507911-6760 / 507911-6760 Infrastructure - Parks	AP040725	1,145.00	01312034A		00134415	04/10/2025
MW OH	RHA LANDSCAPE V011993	7/26-8/25 DOG PARK	107510-6760 Infrastructure - Parks	AP040725	200.00	121932	P13667	00134415	04/10/2025
Check Total:					1,345.00				
MW OH	RING CENTRAL INC V012026	YEALINK PHONES (5)	101523-6368 Computer Peripheral/Accessory	AP040725	601.19	CD_001076338		00134416	04/10/2025
MW OH	RING CENTRAL INC V012026	3/30-4/29 PHONE SYST SERVICES	101523-6136 Software Maintenance	AP040725	7,939.92	CD_001076338	P13464	00134416	04/10/2025
Check Total:					8,541.11				
MW OH	ROTHMAN, ELIZABETH V013033	REFUND - PERMIT B25-0466	0044-2049 Health & Safety Collection	AP040725	5.00	B25-0466		00134417	04/10/2025

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				Check Total:	5.00				
MW OH	RUSS BASSETT V005646	DISPATCH CONSOLES	105213-6850 / 105213-6850 Building & Facilities	AP040725	44,350.00	94400	P13774	00134418	04/10/2025
				Check Total:	44,350.00				
MW OH	SAGECREST PLANNING ANDMAR - INCSPECTION SVS V010576		102532-6290 Dept. Contract Services	AP040725	5,351.20	5155	P13578	00134419	04/10/2025
				Check Total:	5,351.20				
MW OH	T-MOBILE V004339	02-21-3/20 DATA CHARGES	109595-6215 Telephone/Internet	AP040725	1,434.15	MARCH 2025		00134420	04/10/2025
				Check Total:	1,434.15				
MW OH	TEAM ONE MANAGEMENT V010070	MAR-PARK RESTROOMS JANITORIAL	104055-6290 Dept. Contract Services	AP040725	7,274.75	107	P13532	00134421	04/10/2025
				Check Total:	7,274.75				
MW OH	THINKSUPPLIES.COM V007047	PAPER	109595-6315 Office Supplies	AP040725	236.64	70932		00134422	04/10/2025
MW OH	THINKSUPPLIES.COM V007047	OFFICE SUPPLIES	103040-6315 Office Supplies	AP040725	89.88	B70928-1		00134422	04/10/2025
				Check Total:	326.52				
MW OH	TOWNSEND PUBLIC AFFAIRS V004165	MAR - CONSULTING SVS	101001-6001 Management Consulting Services	AP040725	6,000.00	23200	P13459	00134423	04/10/2025
				Check Total:	6,000.00				
MW OH	TRANSUNION RISK & V009317	MAR - PD DATABASE TRANSACTIONS	103042-6290 Dept. Contract Services	AP040725	175.00	49451-202503-1		00134424	04/10/2025
				Check Total:	175.00				
MW OH	UNDERGROUND SERVICE V010637	MAR DIG ALERT SVS	484356-6301 Special Department Expenses	AP040725	73.74	24-253276		00134425	04/10/2025
MW OH	UNDERGROUND SERVICE	MAR CA STATE FEE REG COST	484356-6301	AP040725	226.45	320250548		00134425	04/10/2025

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	V010637		Special Department Expenses						
				Check Total:	300.19				
MW OH	UNITED RENTALS NORTH V001082	3/19 CONCRETE TRAILER RENTAL	103652-6170 Equipment & Tool Rental	AP040725	287.88	245763910-001		00134426	04/10/2025
MW OH	UNITED RENTALS NORTH V001082	3/24 CONCRETE TRAILER RENTAL	103652-6170 Equipment & Tool Rental	AP040725	291.97	245936973-001		00134426	04/10/2025
MW OH	UNITED RENTALS NORTH V001082	3/25 CONCRETE TRAILER RENTAL	103652-6170 Equipment & Tool Rental	AP040725	322.08	245986696-001		00134426	04/10/2025
				Check Total:	901.93				
MW OH	WELLS FARGO VENDOR V010076	FIN4/15-5/14 PRINTER/COPIER SVS	109595-6175 Office Equipment Rental	AP040725	188.36	5033830060	P13474	00134427	04/10/2025
MW OH	WELLS FARGO VENDOR V010076	FIN4/15-5/14 PRINTER/COPIER SVS	109595-6175 Office Equipment Rental	AP040725	255.57	5033830061	P13474	00134427	04/10/2025
MW OH	WELLS FARGO VENDOR V010076	FIN4/15-5/14 PRINTER/COPIER SVS	109595-6175 Office Equipment Rental	AP040725	70.69	5033830062	P13474	00134427	04/10/2025
MW OH	WELLS FARGO VENDOR V010076	FIN4/15-5/14 PRINTER/COPIER SVS	109595-6175 Office Equipment Rental	AP040725	79.39	5033830063	P13474	00134427	04/10/2025
MW OH	WELLS FARGO VENDOR V010076	FIN4/15-5/14 PRINTER/COPIER SVS	109595-6175 Office Equipment Rental	AP040725	219.89	5033830064	P13474	00134427	04/10/2025
MW OH	WELLS FARGO VENDOR V010076	FIN4/15-5/14 PRINTER/COPIER SVS	109595-6175 Office Equipment Rental	AP040725	5,861.71	5033830065	P13474	00134427	04/10/2025
				Check Total:	6,675.61				
MW OH	YORBA LINDA WATER V006633	MAR - SEWER CHARGES	484356-6297 Billing Services	AP040725	1,230.96	567273		00134428	04/10/2025
				Check Total:	1,230.96				
MW OH	RUIZ, STEPHANIE V013037	LEGACY BRICK REFUND	109595-6999 Other Expenditure	AP041025	130.00	041025		00134429	04/10/2025
				Check Total:	130.00				

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MW OH	AIRGAP LABS LLC V012533	FORTINET SWITCH - SR CENTER	796502-6780 Infrastructure- Network/Server	AP041425	426.57 213583		00134430	04/17/2025
				Check Total:	426.57			
MW OH	ALL CITY MANAGEMENT V000005	3/16-29 CROSSING GUARD SVS	103047-6290 Dept. Contract Services	AP041425	5,562.00 100057	P13468	00134431	04/17/2025
				Check Total:	5,562.00			
MW OH	ALLIANCE BUSINESS V011660	4/1-30 FD1 INTERNET FIBER	109595-6215 Telephone/Internet	AP041425	753.51 36611417		00134432	04/17/2025
				Check Total:	753.51			
MW OH	ALTA LANGUAGE SERVICESTEST - A. INIGUEZ V010194		101512-6099 Professional Services	AP041425	58.00 IS776441		00134433	04/17/2025
				Check Total:	58.00			
MW OH	AMAZON CAPITAL SERVICES V012336	FIRE OPERATION SUPPLIES	103066-6130 Repair & Maint/Facilities	AP041425	318.99 1MF3-QYK1-		00134434	04/17/2025
MW OH	AMAZON CAPITAL SERVICES V012336	FIRE OPERATION SUPPLIES	103066-6134 Vehicle Repair & Maintenance	AP041425	76.94 1MF3-QYK1-		00134434	04/17/2025
MW OH	AMAZON CAPITAL SERVICES V012336	FIRE OPERATION SUPPLIES	103066-6301 Special Department Expenses	AP041425	78.30 1MF3-QYK1-		00134434	04/17/2025
MW OH	AMAZON CAPITAL SERVICES V012336	FD OFFICE SUPPLIES	103065-6315 Office Supplies	AP041425	43.99 1MF3-QYK1-		00134434	04/17/2025
MW OH	AMAZON CAPITAL SERVICES V012336	FD SUPPLIES	103067-6301 Special Department Expenses	AP041425	25.51 1MF3-QYK1-		00134434	04/17/2025
MW OH	AMAZON CAPITAL SERVICES V012336	FIRE OPERATION SUPPLIES	103066-6350 Small Tools/Equipment	AP041425	140.20 1MF3-QYK1-		00134434	04/17/2025
MW OH	AMAZON CAPITAL SERVICES V012336	LAPAD CASE W/KEYBOARD	103550-6368 Computer Peripheral/Accessory	AP041425	29.92 1R7L-TCK6-		00134434	04/17/2025
MW OH	AMAZON CAPITAL SERVICES V012336	FW MAINTENANCE SUPPLIES	103652-6361 Personal Protection Equipment	AP041425	266.04 1XRR-7QFC-		00134434	04/17/2025

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MW OH	AMAZON CAPITAL SERVICE V012336	8W MAINTENANCE SUPPLIES	103654-6361 Personal Protection Equipment	AP041425	266.04	1XRR-7QFC-		00134434	04/17/2025
MW OH	AMAZON CAPITAL SERVICE V012336	8W MAINTENANCE SUPPLIES	103658-6350 Small Tools/Equipment	AP041425	35.31	1XRR-7QFC-		00134434	04/17/2025
MW OH	AMAZON CAPITAL SERVICE V012336	8W MAINTENANCE SUPPLIES	103658-6350 Small Tools/Equipment	AP041425	242.44	1XRR-7QFC-		00134434	04/17/2025
MW OH	AMAZON CAPITAL SERVICE V012336	8W MAINTENANCE SUPPLIES	103650-6315 Office Supplies	AP041425	321.36	1XRR-7QFC-		00134434	04/17/2025
MW OH	AMAZON CAPITAL SERVICE V012336	8W MAINTENANCE SUPPLIES	103654-6147 Janitorial Supplies	AP041425	280.18	1XRR-7QFC-		00134434	04/17/2025
MW OH	AMAZON CAPITAL SERVICE V012336	8W MAINTENANCE SUPPLIES	103654-6137 Repair Maint/Equipment	AP041425	22.31	1XRR-7QFC-		00134434	04/17/2025
MW OH	AMAZON CAPITAL SERVICE V012336	8W MAINTENANCE SUPPLIES	103550-6135 Repair/Maint Off Furn & Eqp	AP041425	103.57	1XRR-7QFC-		00134434	04/17/2025
MW OH	AMAZON CAPITAL SERVICE V012336	8W MAINTENANCE SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP041425	205.41	1XRR-7QFC-		00134434	04/17/2025
MW OH	AMAZON CAPITAL SERVICE V012336	8W MAINTENANCE SUPPLIES	103654-6130 Repair & Maint/Facilities	AP041425	715.44	1XRR-7QFC-		00134434	04/17/2025
MW OH	AMAZON CAPITAL SERVICE V012336	8W MAINTENANCE SUPPLIES	103654-6130 / 21008-6130 Repair & Maint/Facilities	AP041425	97.05	1XRR-7QFC-		00134434	04/17/2025
MW OH	AMAZON CAPITAL SERVICE V012336	8W MAINTENANCE SUPPLIES	103654-6130 Repair & Maint/Facilities	AP041425	136.25	1XRR-7QFC-		00134434	04/17/2025
MW OH	AMAZON CAPITAL SERVICE V012336	8W MAINTENANCE SUPPLIES	103652-6132 Repair & Maintenance/Streets	AP041425	98.75	1XRR-7QFC-		00134434	04/17/2025
MW OH	AMAZON CAPITAL SERVICE V012336	8W MAINTENANCE SUPPLIES	103655-6116 Tree Maintenance	AP041425	101.52	1XRR-7QFC-		00134434	04/17/2025
Check Total:					3,605.52				
MW OH	ARDURRA GROUP INC V012983	FEB - TUFFREE PARK SIDEWALK	797507-6760 Infrastructure - Parks	AP041425	11,868.00	162660	P13756	00134435	04/17/2025

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				Check Total:	11,868.00				
MW OH	ASSI SECURITY INC V011251	3/17 SERVICE CALL CAMERA CH/PC	101523-6099 Professional Services	AP041425	300.00	SD22102		00134436	04/17/2025
MW OH	ASSI SECURITY INC V011251	REPLACE DOOR ACCESS CTRL SYST	796509-6840 Machinery & Equipment	AP041425	75,641.41	77254	P13781	00134436	04/17/2025
				Check Total:	75,941.41				
MW OH	AT & T V008736	4/2-5/1 CH FIBER LINE	109595-6215 Telephone/Internet	AP041425	116.99	APRIL 25 CH		00134437	04/17/2025
				Check Total:	116.99				
MW OH	AUDI NORTH OC V012263	MAR - PLACENTIA VH REBATE	101534-6363 Resident Vehicle Rebate Prog	AP041425	1,500.00	MARCH 2025		00134438	04/17/2025
				Check Total:	1,500.00				
MW OH	AVENU INSIGHTS & V012574	JAN-MAR UTILITY USER TAX	102020-6099 Professional Services	AP041425	4,960.87	INV06-020669	P13675	00134439	04/17/2025
				Check Total:	4,960.87				
MW OH	AXON ENTERPRISES INC V011762	AXON PRODUCT BUNDLE	103041-6136 Software Maintenance	AP041425	345,390.89	INUS283175	P13730	00134440	04/17/2025
MW OH	AXON ENTERPRISES INC V011762	TRANSFER OF CONTRACT SVS	103041-6136 Software Maintenance	AP041425	48,186.05	INUS284633	P13730	00134440	04/17/2025
				Check Total:	393,576.94				
MW OH	BRENNAN ESTIMATING V011259	APR -FIRE/SEC ALARM MONITORING	103654-6127 Alarm Monitoring	AP041425	409.50	14073	P13707	00134441	04/17/2025
MW OH	BRENNAN ESTIMATING V011259	3/5 FIRE ALARM SVS CALL	103654-6127 Alarm Monitoring	AP041425	465.00	14100	P13707	00134441	04/17/2025
				Check Total:	874.50				
MW OH	CAMPOS, CRYSTAL V013039	207 S LAKEVIEW - REFUND	102532-4380 Business Site Insp Fee	AP041425	89.00	4/9/25		00134442	04/17/2025

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				Check Total:	89.00			
MW OH	CENTERPOINT V012923	WHITTEN HOUSE - IT CABLING	101523-6099 Professional Services	AP041425	2,491.09 61200		00134443	04/17/2025
				Check Total:	2,491.09			
MW OH	CLIFTONLARSONALLEN LL V012348	SINGLE AUDIT FY23/24	102020-6010 Accounting & Auditing Service	AP041425	2,571.00 L251198939	P13582	00134444	04/17/2025
				Check Total:	2,571.00			
MW OH	COAST EMS LLC V011441	EMERGENCY MEDICAL SUPPLIES	103066-6362 Emergency Medical Supplies	AP041425	420.61 17360		00134445	04/17/2025
				Check Total:	420.61			
MW OH	COUNTY OF ORANGE V008881	PROGRAMMING FOR MOTOROLA	103066-6137 Repair Maint/Equipment	AP041425	50.00 STTM002737		00134446	04/17/2025
MW OH	COUNTY OF ORANGE V008881	MAR - OCATS CIRCUIT SUPPORT	103043-6099 Professional Services	AP041425	1,104.51 SH 71231	P13531	00134446	04/17/2025
				Check Total:	1,154.51			
MW OH	DENNIS GRUBB & V012137	MAR - FIRE PLAN CHECK SVS	103066-6290 Dept. Contract Services	AP041425	1,505.00 002-33801	P13478	00134447	04/17/2025
				Check Total:	1,505.00			
MW OH	ANSELMO RYAN ANGULO V012341	MAR - POLYGRAPH EXAM	103040-6099 Professional Services	AP041425	900.00 2025/1		00134448	04/17/2025
				Check Total:	900.00			
MW OH	ENTERPRISE FLEET V003312	APR - PD VH LEASE CHARGES	103658-6165 Vehicle Lease	AP041425	19,457.52 FBN5305951	P13494	00134449	04/17/2025
				Check Total:	19,457.52			
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP041425	64.64 102-230498	P13535	00134450	04/17/2025
MW OH	FACTORY MOTOR PARTS	PARTS AND SUPPLIES	103658-6134	AP041425	176.55 102-230541	P13535	00134450	04/17/2025

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	V010842		Vehicle Repair & Maintenance						
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP041425	128.00	102-230699	P13535	00134450	04/17/2025
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP041425	12.63	102-230914	P13535	00134450	04/17/2025
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP041425	132.12	102-231139	P13535	00134450	04/17/2025
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP041425	171.82	102-231466	P13535	00134450	04/17/2025
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP041425	163.69	102-231497	P13535	00134450	04/17/2025
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP041425	20.12	102-231666	P13535	00134450	04/17/2025
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP041425	89.87	102-231758	P13535	00134450	04/17/2025
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP041425	28.98	11-2031692	P13535	00134450	04/17/2025
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP041425	75.30	12-6446458	P13535	00134450	04/17/2025
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP041425	267.02	12-6453586	P13535	00134450	04/17/2025
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP041425	153.37	12-6457739	P13535	00134450	04/17/2025
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP041425	29.77	12-6457928	P13535	00134450	04/17/2025
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP041425	136.17	12-6458848	P13535	00134450	04/17/2025
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP041425	8.12	12-6458951	P13535	00134450	04/17/2025

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MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP041425	16.29	12-6460460	P13535	00134450	04/17/2025
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP041425	190.29	12-6471540	P13535	00134450	04/17/2025
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP041425	24.67	12-6482026	P13535	00134450	04/17/2025
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP041425	88.57	12-6482301	P13535	00134450	04/17/2025
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP041425	13.11	12-6486561	P13535	00134450	04/17/2025
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP041425	29.93	12-6486568	P13535	00134450	04/17/2025
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP041425	4.50	12-6493237	P13535	00134450	04/17/2025
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP041425	228.39	12-6494302	P13535	00134450	04/17/2025
Check Total:					2,253.92				
MW OH	FAIRWAY FORD V000376	AUTO PARTS	103658-6134 Vehicle Repair & Maintenance	AP041425	7.31	295618		00134451	04/17/2025
MW OH	FAIRWAY FORD V000376	AUTO PARTS	103658-6134 Vehicle Repair & Maintenance	AP041425	231.02	295711		00134451	04/17/2025
Check Total:					238.33				
MW OH	FRANCHISE TAX BOARD V000404	FTB PE3/29 PD4/4	0010-2196 Garnishments W/H	AP041425	7.73	PR2501007		00134452	04/17/2025
Check Total:					7.73				
MW OH	GALLS LLC V000438	DISPATCH UNIFORMS	101515-6360 Uniforms	AP041425	209.31	30876165	P13833	00134453	04/17/2025
MW OH	GALLS LLC	DISPATCH UNIFORMS	101515-6360	AP041425	34.62	30918254	P13833	00134453	04/17/2025

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	V000438		Uniforms						
				Check Total:	243.93				
MW OH	GOLDEN STATE WATER V000928	FEB-MAR WATER CHARGES	109595-6335 / 21010-6335 Water	AP041425	231.49	040725		00134454	04/17/2025
MW OH	GOLDEN STATE WATER V000928	FEB-MAR WATER CHARGES	109595-6335 Water	AP041425	25,073.77	040725		00134454	04/17/2025
MW OH	GOLDEN STATE WATER V000928	FEB-MAR WATER CHARGES	296561-6335 Water	AP041425	12,409.02	040725		00134454	04/17/2025
MW OH	GOLDEN STATE WATER V000928	MAR - WATER CHARGES	109595-6335 Water	AP041425	7,583.92	041025		00134454	04/17/2025
MW OH	GOLDEN STATE WATER V000928	MAR - WATER CHARGES	296561-6335 Water	AP041425	1,062.63	041025		00134454	04/17/2025
				Check Total:	46,360.83				
MW OH	INSIGHT PUBLIC SECTOR IN V012729	ADOBE LICENSES - RENEWAL	101523-6136 Software Maintenance	AP041425	9,095.98	1101261063	P13822	00134455	04/17/2025
				Check Total:	9,095.98				
MW OH	JARVIS FAY LLP V012984	MAR - LEGAL SVS	101005-6005 Legal Services	AP041425	38.00	20231		00134456	04/17/2025
				Check Total:	38.00				
MW OH	JONES & MAYER V009822	SPECIAL INVESTIGATION	101005-6007 Special Investigations	AP041425	34,890.63	128435		00134457	04/17/2025
				Check Total:	34,890.63				
MW OH	KANA PIPELINE V007618	TOD CROWTHER SEWER LN -	103101-2046 Retentions Payable	AP041425	38,106.00	CLAIM #11		00134458	04/17/2025
				Check Total:	38,106.00				
MW OH	KOSMONT TRANSACTIONS V011935	MAR - PORTFOLIO MGMT SVS	102020-6099 Professional Services	AP041425	2,399.40	2307.6-021	P13569	00134459	04/17/2025
MW OH	KOSMONT TRANSACTIONS	2013 REFUNDING BONDS	102020-6099	AP041425	1,285.60	04/03/25-1	P13836	00134459	04/17/2025

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	V011935		Professional Services						
MW OH	KOSMONT TRANSACTIONS V011935	2020A LRB	825525-6099 Professional Services	AP041425	1,250.00	04/03/25-2	P13836	00134459	04/17/2025
MW OH	KOSMONT TRANSACTIONS V011935	2023A LRB	825525-6099 Professional Services	AP041425	1,250.00	04/03/25-3	P13836	00134459	04/17/2025
Check Total:					6,185.00				
MW OH	LOCALITY MEDIA INC V011549	FIRST DUE - SUBSCRIPTION	103066-6136 Software Maintenance	AP041425	4,525.00	4272		00134460	04/17/2025
Check Total:					4,525.00				
MW OH	MUNITEMPS V009595	3/24-4/3 TEMP STAFFING OT	101513-6099 Professional Services	AP041425	477.00	130547		00134461	04/17/2025
MW OH	MUNITEMPS V009595	3/24-4/3 TEMP STAFFING REG	101513-6099 Professional Services	AP041425	6,360.00	130547	P13798	00134461	04/17/2025
Check Total:					6,837.00				
MW OH	NAPA AUTO PARTS V011456	AUTO PARTS	103658-6134 Vehicle Repair & Maintenance	AP041425	32.13	146587		00134462	04/17/2025
Check Total:					32.13				
MW OH	NAPA AUTO PARTS V012662	VEHICLE MAINT SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP041425	54.93	920507		00134463	04/17/2025
Check Total:					54.93				
MW OH	NORTH NET TRAINING V012187	CONSUMABLES - COMMAND	103066-6250 Staff Training	AP041425	132.64	2503	P13620	00134464	04/17/2025
Check Total:					132.64				
MW OH	NV5 INC V011256	SEP - ENGINEERING DESIGN SVS	103551-6099 Professional Services	AP041425	3,630.00	414370	P13835	00134465	04/17/2025
Check Total:					3,630.00				
MW OH	ORANGE COUNTY	OCEA PE3/29 PD4/4	0010-2176	AP041425	499.38	PR2501007		00134466	04/17/2025

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	V000699		PCEA/OCEA Assoc Dues						
MW OH	ORANGE COUNTY V000699	OCEA PE3/29 PD4/4	0037-2176 PCEA/OCEA Assoc Dues	AP041425	0.10	PR2501007		00134466	04/17/2025
MW OH	ORANGE COUNTY V000699	OCEA PE3/29 PD4/4	0048-2176 PCEA/OCEA Assoc Dues	AP041425	0.52	PR2501007		00134466	04/17/2025
				Check Total:	500.00				
MW OH	ORANGE COUNTY V007306	MAR - PARKING CITATIONS	0044-2038 Parking Fines	AP041425	10,274.00	033125		00134467	04/17/2025
				Check Total:	10,274.00				
MW OH	PACIFIC EMBROIDERY V008348	SHIRTS AND EMBROIDERY - BRAVO	102531-6360 Uniforms	AP041425	103.31	96863		00134468	04/17/2025
				Check Total:	103.31				
MW OH	PARKHOUSE TIRE INC V004472	TIRES	103658-6134 Vehicle Repair & Maintenance	AP041425	1,040.43	1020292639	P13520	00134469	04/17/2025
				Check Total:	1,040.43				
MW OH	PCEA C/O NORTH ORANGE V000679	OCEA PE3/29 PD4/4	0010-2176 PCEA/OCEA Assoc Dues	AP041425	43.14	PR2501007		00134470	04/17/2025
MW OH	PCEA C/O NORTH ORANGE V000679	OCEA PE3/29 PD4/4	0037-2176 PCEA/OCEA Assoc Dues	AP041425	0.01	PR2501007		00134470	04/17/2025
MW OH	PCEA C/O NORTH ORANGE V000679	OCEA PE3/29 PD4/4	0048-2176 PCEA/OCEA Assoc Dues	AP041425	0.05	PR2501007		00134470	04/17/2025
				Check Total:	43.20				
MW OH	PLACEWORKS V012423	MAR - CONSULTING SVS	749104-6017 / 749104-6017 Special Studies	AP041425	10,284.15	PLA-02.0-6	P13488	00134471	04/17/2025
MW OH	PLACEWORKS V012423	MAR - SP-5 CORRIDOR PLAN	749505-6017 Special Studies	AP041425	45.90	PLA-03.0-6	P13577	00134471	04/17/2025
				Check Total:	10,330.05				
MW OH	SANTA ANA (CENTRAL)	CIVIL	30-2011-00456217-CL-UD-NJC	0010-2196	407.56	PR2501007		00134472	04/17/2025

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	V012818		Garnishments W/H					
				Check Total:	407.56			
MW OH	SO CAL GAS V000909	FEB-MAR GAS CHARGES	109595-6340 Natural Gas	AP041425	261.16 040725		00134473	04/17/2025
MW OH	SO CAL GAS V000909	MAR - GAS CHARGES	109595-6340 Natural Gas	AP041425	286.82 041025		00134473	04/17/2025
				Check Total:	547.98			
MW OH	SOUTHERN CALIFORNIA V000910	FEB - MAR ELECTRIC CHARGES	109595-6330 Electricity	AP041425	49,389.85 040725		00134474	04/17/2025
MW OH	SOUTHERN CALIFORNIA V000910	FEB - MAR ELECTRIC CHARGES	109595-6330 / 21009-6330 Electricity	AP041425	88.10 040725		00134474	04/17/2025
MW OH	SOUTHERN CALIFORNIA V000910	FEB - MAR ELECTRIC CHARGES	109595-6330 / 21010-6330 Electricity	AP041425	110.74 040725		00134474	04/17/2025
MW OH	SOUTHERN CALIFORNIA V000910	FEB - MAR ELECTRIC CHARGES	286560-6330 Electricity	AP041425	17,727.89 040725		00134474	04/17/2025
MW OH	SOUTHERN CALIFORNIA V000910	FEB - MAR ELECTRIC CHARGES	296561-6330 Electricity	AP041425	54.66 040725		00134474	04/17/2025
MW OH	SOUTHERN CALIFORNIA V000910	MAR - ELECTRIC CHARGES	109595-6330 Electricity	AP041425	4,197.15 041025		00134474	04/17/2025
MW OH	SOUTHERN CALIFORNIA V000910	PARS PT EE/ER PE3/29 PD4/4	800000-6330 Electricity	AP041425	117.33 041025		00134474	04/17/2025
				Check Total:	71,685.72			
MW OH	SPECTRUM GAS PRODUCTS V011641	OXYGEN EQUIPMENT REFILL	103066-6362 Emergency Medical Supplies	AP041425	274.50 00646298		00134475	04/17/2025
				Check Total:	274.50			
MW OH	THE SHERWIN WILLIAMS V009928	PAINT	103654-6146 Paint Supplies	AP041425	254.08 8861-4		00134476	04/17/2025
				Check Total:	254.08			

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MW OH	THINKSUPPLIES.COM V007047	OFFICE SUPPLIES	103040-6315 Office Supplies	AP041425	155.59 70940		00134477	04/17/2025
MW OH	THINKSUPPLIES.COM V007047	OFFICE SUPPLIES	103040-6315 Office Supplies	AP041425	10.36 B70928-2		00134477	04/17/2025
					Check Total:	165.95		
MW OH	AGUILERA, FLOR V009962	SR CENTER - UNIFORMS	104071-6360 Uniforms	AP041425	286.53 11933		00134478	04/17/2025
					Check Total:	286.53		
MW OH	TRILLIUM CNG (1720) V007952	MAR - CNG FUEL	103658-6345 Gasoline & Diesel Fuel	AP041425	35.33 25475152		00134479	04/17/2025
					Check Total:	35.33		
MW OH	TURBO DATA SYSTEMS INC V001238	MAR - PARKING CITATION SVS	103047-6290 Dept. Contract Services	AP041425	2,824.40 45368	P13487	00134480	04/17/2025
					Check Total:	2,824.40		
MW OH	US BANK PARS #6746022400 V008781	PARS PT EE/ER PE3/29 PD4/4	0010-2126 Employee PARS/ARS W/H	AP041425	1,373.88 PR2501007		00134481	04/17/2025
MW OH	US BANK PARS #6746022400 V008781	PARS PT EE/ER PE3/29 PD4/4	0030-2126 Employee PARS/ARS W/H	AP041425	132.26 PR2501007		00134481	04/17/2025
MW OH	US BANK PARS #6746022400 V008781	PARS PT EE/ER PE3/29 PD4/4	0030-2131 Employer PARS/ARS Payable	AP041425	132.26 PR2501007		00134481	04/17/2025
MW OH	US BANK PARS #6746022400 V008781	PARS PT EE/ER PE3/29 PD4/4	0010-2131 Employer PARS/ARS Payable	AP041425	1,373.88 PR2501007		00134481	04/17/2025
					Check Total:	3,012.28		
MW OH	YORBA LINDA WATER V001148	FEB-MAR WATER CHARGES	109595-6335 Water	AP041425	2,134.39 040725		00134482	04/17/2025
					Check Total:	2,134.39		
MW OH	AAA ELECTRIC MOTOR V010252	CH WATER PUMP REPAIRS	103654-6130 Repair & Maint/Facilities	AP042125	3,299.10 ASI-94002	P13828	00134483	04/24/2025

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					Check Total:	3,299.10			
MW OH	ADMINSURE V004980	MAR - WORKER'S COMP ADMIN	404580-6025 Third Party Administration	AP042125	5,830.83	17834	P13644	00134484	04/24/2025
					Check Total:	5,830.83			
MW OH	ADVANTEC CONSULTING V013018	MAR - TRAFFIC ENGINEERING SVS	103590-6099 Professional Services	AP042125	1,110.00	9803-0313-01	P13815	00134485	04/24/2025
					Check Total:	1,110.00			
MW OH	AMAZON CAPITAL SERVICES V012336	OFFICE SUPPLIES - OVPMT	104072-6315 Office Supplies	AP042125	-88.00	1FP4-QJ1T-		00134486	04/24/2025
MW OH	AMAZON CAPITAL SERVICES V012336	OFFICE SUPPLIES - REFUND	104070-6315 Office Supplies	AP042125	-14.45	1HWL-GCGQ-		00134486	04/24/2025
MW OH	AMAZON CAPITAL SERVICES V012336	Office supplies	104070-6315 Office Supplies	AP042125	47.85	1HWL-GCGQ-		00134486	04/24/2025
MW OH	AMAZON CAPITAL SERVICES V012336	COMMUNITY SVS SUPPLIES	104071-6301 Special Department Expenses	AP042125	9.67	1HWL-GCGQ-		00134486	04/24/2025
MW OH	AMAZON CAPITAL SERVICES V012336	STREET SIGNS	104055-6130 Repair & Maint/Facilities	AP042125	97.31	1HWL-GCGQ-		00134486	04/24/2025
MW OH	AMAZON CAPITAL SERVICES V012336	IS OFFICE SUPPLIES	104072-6355 Small Furniture & Fixture	AP042125	161.77	1HWL-GCGQ-		00134486	04/24/2025
MW OH	AMAZON CAPITAL SERVICES V012336	COMMUNITY SVS OFFICE SUPPLIES	104070-6368 Computer Peripheral/Accessory	AP042125	54.36	1HWL-GCGQ-		00134486	04/24/2025
MW OH	AMAZON CAPITAL SERVICES V012336	SR CTR SUPPLIES	104079-6301 Special Department Expenses	AP042125	520.03	1QM9-RN7Q-		00134486	04/24/2025
MW OH	AMAZON CAPITAL SERVICES V012336	BARK'S PROGRAM SUPPLIES	104071-6301 Special Department Expenses	AP042125	80.39	1QM9-RN7Q-		00134486	04/24/2025
MW OH	AMAZON CAPITAL SERVICES V012336	TINY TOTS SUPPLIES	104071-6301 / 22401-6301 Special Department Expenses	AP042125	317.38	1QM9-RN7Q-		00134486	04/24/2025
MW OH	AMAZON CAPITAL SERVICES	MACHINERY EQUIPMENTS	104055-6840	AP042125	2,999.31	1VDK-CXXQ-		00134486	04/24/2025

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	V012336		Machinery & Equipment						
				Check Total:	4,185.62				
MW OH	ARAMARK REFRESHMENT V000081	401 E CHAPMAN/CH -COFFEE/WATER	109595-6052 Common Area Supplies	AP042125	199.49	1058871421	P13842	00134487	04/24/2025
MW OH	ARAMARK REFRESHMENT V000081	PD -COFFEE/WATER	109595-6052 Common Area Supplies	AP042125	255.80	1058871422	P13842	00134487	04/24/2025
MW OH	ARAMARK REFRESHMENT V000081	110 S BRADFORD -COFFEE/WATER	109595-6052 Common Area Supplies	AP042125	180.73	1058871821	P13842	00134487	04/24/2025
MW OH	ARAMARK REFRESHMENT V000081	1530 VALENCIA - COFFEE/WATER	109595-6052 Common Area Supplies	AP042125	730.17	1058871823	P13842	00134487	04/24/2025
MW OH	ARAMARK REFRESHMENT V000081	2999 E LA JOLLA-COFFEE/WATER	109595-6052 Common Area Supplies	AP042125	881.07	1058871824	P13842	00134487	04/24/2025
MW OH	ARAMARK REFRESHMENT V000081	1530 VALENCIA - COFFEE/WATER	109595-6052 Common Area Supplies	AP042125	181.26	2429187	P13842	00134487	04/24/2025
				Check Total:	2,428.52				
MW OH	ARCHIVESOCIAL INC V012065	4/1/25-3/31/26 SUBSCRIPTION	101523-6136 Software Maintenance	AP042125	7,547.40	330105		00134488	04/24/2025
				Check Total:	7,547.40				
MW OH	AT & T V008736	4/9-5/8 FS2 INTERNET	109595-6215 Telephone/Internet	AP042125	85.60	FS2 APRIL 25		00134489	04/24/2025
MW OH	AT & T V008736	4/13-5/12 KOCH PARK INTERNET	109595-6215 Telephone/Internet	AP042125	74.90	KP APRIL 25		00134489	04/24/2025
				Check Total:	160.50				
MW OH	AT & T MOBILITY V008709	4/8-5/7 IPAD CHARGES	109595-6215 Telephone/Internet	AP042125	255.84	X04152025		00134490	04/24/2025
				Check Total:	255.84				
MW OH	AT&T V004144	MAR - PHONE CHARGES	109595-6215 Telephone/Internet	AP042125	2,180.84	041625		00134491	04/24/2025

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MW OH	AT&T V004144	MAR - PHONE CHARGES	109595-6215 / 21008-6215 Telephone/Internet	AP042125	13.17	041625		00134491	04/24/2025
MW OH	AT&T V004144	MAR - PHONE CHARGES	109595-6215 / 21009-6215 Telephone/Internet	AP042125	15.82	041625		00134491	04/24/2025
MW OH	AT&T V004144	MAR - PHONE CHARGES	296561-6215 Telephone/Internet	AP042125	283.30	041625		00134491	04/24/2025
Check Total:					2,493.13				
MW OH	AT&T MOBILITY V011025	MAR - PW FIRSTNET	109595-6215 Telephone/Internet	AP042125	1,361.41	24936794		00134492	04/24/2025
MW OH	AT&T MOBILITY V011025	MAR - CS FIRSTNET	109595-6215 Telephone/Internet	AP042125	367.30	24936794		00134492	04/24/2025
MW OH	AT&T MOBILITY V011025	MAR - TEEN CTR FIRSTNET	109595-6215 Telephone/Internet	AP042125	40.24	24936794		00134492	04/24/2025
MW OH	AT&T MOBILITY V011025	MAR - ADMIN FIRSTNET	109595-6215 Telephone/Internet	AP042125	160.96	24936794		00134492	04/24/2025
MW OH	AT&T MOBILITY V011025	MAR - CH FIRSTNET	109595-6215 Telephone/Internet	AP042125	38.35	24936794		00134492	04/24/2025
MW OH	AT&T MOBILITY V011025	3/1-31 FIRE FIRSTNET	109595-6215 Telephone/Internet	AP042125	447.89	24943951		00134492	04/24/2025
MW OH	AT&T MOBILITY V011025	3/1-31 PD FIRSTNET	109595-6215 Telephone/Internet	AP042125	3,044.31	24943951		00134492	04/24/2025
Check Total:					5,460.46				
MW OH	AXIS GENERAL V011183	MAR -STORM WATER PUMP ST	103652-6133 R & M/Sewers/Storm Drains	AP042125	975.00	11141	P13541	00134493	04/24/2025
MW OH	AXIS GENERAL V011183	MAR -STORM WATER PUMP ST	103652-6133 R & M/Sewers/Storm Drains	AP042125	975.00	11142	P13541	00134493	04/24/2025
MW OH	AXIS GENERAL V011183	MAR -STORM WATER PUMP ST	103652-6133 R & M/Sewers/Storm Drains	AP042125	975.00	11143	P13541	00134493	04/24/2025

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				Check Total:	2,925.00				
MW OH	BADGE FRAME INC V010144	PD ORGANIZATION CHART NAMES	103040-6230 Printing & Binding	AP042125	76.00	481459		00134494	04/24/2025
				Check Total:	76.00				
MW OH	BRENNAN ESTIMATING V011259	EMERGENCY REP FIRE/SEC ALARM	103654-6290 Dept. Contract Services	AP042125	50,998.60	14137	P13734	00134495	04/24/2025
				Check Total:	50,998.60				
MW OH	BRIGHTVIEW LANDSCAPE V010556	APR - PARK LANDSCAPE MAINT SVS	104055-6139 Repair/Maint - Parks & Fields	AP042125	31,824.51	9305545	P13523	00134496	04/24/2025
				Check Total:	31,824.51				
MW OH	BUCHALTER V012337	MAR - INVESTIGATION SVS	101005-6007 Special Investigations	AP042125	2,991.00	1391235		00134497	04/24/2025
				Check Total:	2,991.00				
MW OH	CALIFORNIA YELLOW CAB V003323	MAR -SENIOR TRANSPORTATION SVS	104071-6401 Community Programs	AP042125	8,217.44	3487025	P13626	00134498	04/24/2025
MW OH	CALIFORNIA YELLOW CAB V003323	MAR -SENIOR TRANSPORTATION SVS	104071-6401 Community Programs	AP042125	2,054.36	3487025	P13626	00134498	04/24/2025
				Check Total:	10,271.80				
MW OH	CALMAT CO. V010007	PAVING MATERIALS	103652-6132 Repair & Maintenance/Streets	AP042125	98.33	3030450	P13514	00134499	04/24/2025
MW OH	CALMAT CO. V010007	PAVING MATERIALS	103652-6132 Repair & Maintenance/Streets	AP042125	599.22	3031135	P13514	00134499	04/24/2025
MW OH	CALMAT CO. V010007	PAVING MATERIALS	103652-6132 Repair & Maintenance/Streets	AP042125	475.52	3031402	P13514	00134499	04/24/2025
MW OH	CALMAT CO. V010007	PAVING MATERIALS	103652-6132 Repair & Maintenance/Streets	AP042125	474.15	30330479	P13514	00134499	04/24/2025
				Check Total:	1,647.22				
MW OH	CITY OF BREA	BUSINESS CARDS - T. HATCH	101511-6230	AP042125	11.45	ASR0000437		00134500	04/24/2025

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	V000125		Printing & Binding						
MW OH	CITY OF BREA V000125	BUSINESS CARDS - K. LOUIE	101534-6230 Printing & Binding	AP042125	5.40	ASR0000437		00134500	04/24/2025
MW OH	CITY OF BREA V000125	BUSINESS CARD - WEINHART	103066-6230 Printing & Binding	AP042125	30.24	ASR0000438		00134500	04/24/2025
Check Total:					47.09				
MW OH	COMLOCK V003166	LOCKS AND KEYS	103654-6137 Repair Maint/Equipment	AP042125	214.57	853841		00134501	04/24/2025
Check Total:					214.57				
MW OH	COMMERCIAL AQUATIC V005203	MAR - GOMEZ POOL MAINTENANCE	104055-6130 Repair & Maint/Facilities	AP042125	1,500.00	1025284	P13505	00134502	04/24/2025
MW OH	COMMERCIAL AQUATIC V005203	MAR - WHITTEN POOL	104055-6130 Repair & Maint/Facilities	AP042125	1,500.00	1025285	P13505	00134502	04/24/2025
Check Total:					3,000.00				
MW OH	COUNTY OF ORANGE V008881	MAR - AFIS SERVICES	103040-6290 Dept. Contract Services	AP042125	1,570.00	SH 71202	P13461	00134503	04/24/2025
Check Total:					1,570.00				
MW OH	COUNTY OF ORANGE V000715	Q4 - 800MHZ COST ALLOCATION	103043-6137 Repair Maint/Equipment	AP042125	25,068.22	STCS002750	P13621	00134504	04/24/2025
MW OH	COUNTY OF ORANGE V000715	Q4 - 800MHZ COST ALLOCATION	103066-6137 Repair Maint/Equipment	AP042125	7,916.38	STCS002750	P13621	00134504	04/24/2025
Check Total:					32,984.60				
MW OH	CPR IT WORKS LLC V011938	PEDIATRIC BATTERY/PADS	101514-6368 Computer Peripheral/Accessory	AP042125	493.88	2567		00134505	04/24/2025
Check Total:					493.88				
MW OH	CRAFCO INC. V009329	ADHESIVE MATERIALS	103652-6132 Repair & Maintenance/Streets	AP042125	1,590.47	9403414581		00134506	04/24/2025

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				Check Total:	1,590.47			
MW OH	DATA TICKET INC. V006119	MAR - CE CITATION PROCESSING	750000-6366 Web Based Service/Subscriptions	AP042125	2,571.18 177400	P13637	00134507	04/24/2025
				Check Total:	2,571.18			
MW OH	DENNIS GRUBB & V012137	4/1-15 -FIRE PLAN CHECK REVIEW	103066-6290 Dept. Contract Services	AP042125	1,865.00 002-33810	P13478	00134508	04/24/2025
				Check Total:	1,865.00			
MW OH	DEPARTMENT OF JUSTICE V000213	MAR - LIVESCAN PROCESSING	101512-6099 Professional Services	AP042125	275.00 808181		00134509	04/24/2025
MW OH	DEPARTMENT OF JUSTICE V000213	MAR - LIVESCAN PROCESSING	0044-2053 DOJ Livescan	AP042125	64.00 808181		00134509	04/24/2025
MW OH	DEPARTMENT OF JUSTICE V000213	MAR - LIVESCAN PROCESSING	0044-2054 FBI Livescan	AP042125	34.00 808181		00134509	04/24/2025
				Check Total:	373.00			
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP042125	46.22 102-232235	P13535	00134510	04/24/2025
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP042125	123.07 102-232685	P13535	00134510	04/24/2025
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP042125	44.39 106-597549	P13535	00134510	04/24/2025
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP042125	23.14 12-6497638	P13535	00134510	04/24/2025
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP042125	42.24 12-6497649	P13535	00134510	04/24/2025
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP042125	124.18 12-6511190	P13535	00134510	04/24/2025
				Check Total:	403.24			
MW OH	FIREMASTER	ANNUAL FIRE EXTINGUISHER TEST	103658-6137	AP042125	1,886.43 0001312616		00134511	04/24/2025

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	V000409		Repair Maint/Equipment						
MW OH	FIREMASTER V000409	ANNUAL FIRE EXTINGUISHER MAINT	104055-6137 Repair Maint/Equipment	AP042125	605.63	0001312651		00134511	04/24/2025
				Check Total:	2,492.06				
MW OH	GLASBY MAINT. SUPPLY CO V000445	JANITORIAL SUPPLIES	103654-6147 Janitorial Supplies	AP042125	482.72	350880A		00134512	04/24/2025
MW OH	GLASBY MAINT. SUPPLY CO V000445	TOILET PAPER DISP	104055-6147 Janitorial Supplies	AP042125	169.71	351035A		00134512	04/24/2025
				Check Total:	652.43				
MW OH	GLOBAL POWER GROUP V012961	CH/PD - GENERATOR MAINT SVS	103654-6290 Dept. Contract Services	AP042125	5,323.44	103322	P13724	00134513	04/24/2025
				Check Total:	5,323.44				
MW OH	GOLDEN STATE WATER V000928	MAR-APR WATER CHARGES	109595-6335 Water	AP042125	4,534.78	042125		00134514	04/24/2025
MW OH	GOLDEN STATE WATER V000928	MAR-APR WATER CHARGES	296561-6335 Water	AP042125	2,079.29	042125		00134514	04/24/2025
				Check Total:	6,614.07				
MW OH	HAZ PARTY RENTALS V000462	4/10 -TABLES/CHAIRS RENTAL	104071-6301 / 22401-6301 Special Department Expenses	AP042125	136.40	48539		00134515	04/24/2025
				Check Total:	136.40				
MW OH	HEALTHPOINTE MEDICAL V010713	MAR - PRE-EMPL PHYSICAL EXAM	101512-6099 Professional Services	AP042125	1,014.00	30601-4565170		00134516	04/24/2025
				Check Total:	1,014.00				
MW OH	HI-WAY SAFETY RENTALS V000459	TRAFFIC SUPP - STREET SIGNS	103652-6310 Street Signs	AP042125	2,357.96	168789-2	P13847	00134517	04/24/2025
MW OH	HI-WAY SAFETY RENTALS V000459	TRAFFIC SUPP - STREET SIGNS	103652-6310 Street Signs	AP042125	286.12	168850	P13847	00134517	04/24/2025

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				Check Total:	2,644.08				
MW OH	HOUSTON & HARRIS PCS INMAR - SEWER LINE CLEANING V010110		484356-6120 R & M/Sewer & Storm Drain	AP042125	13,533.47	25-26544	P13517	00134518	04/24/2025
				Check Total:	13,533.47				
MW OH	IMPERIAL SPRINKLER V006506	SPRINKLER SUPPLIES	104055-6139 Repair/Maint - Parks & Fields	AP042125	343.59	0020208622-001	P13479	00134519	04/24/2025
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6130 Repair & Maint/Facilities	AP042125	383.07	0020157921-001	P13560	00134519	04/24/2025
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6130 Repair & Maint/Facilities	AP042125	320.23	0020186267-001	P13560	00134519	04/24/2025
				Check Total:	1,046.89				
MW OH	KOSMONT TRANSACTIONS V011935	CHAPMAN CORRIDOR SPEC STUDIES	49104-6017 / 749104-6017 Special Studies	AP042125	6,156.80	2503.15-001	P13840	00134520	04/24/2025
				Check Total:	6,156.80				
MW OH	LEHR AUTO V009930	OUTFIT DODGE DURANGO	109800-6842 / 24801-6842 Vehicles	AP042125	22,737.28	SI112273	P13542	00134521	04/24/2025
				Check Total:	22,737.28				
MW OH	LN CURTIS & SONS V011267	PPE CLEANING	103066-6361 Personal Protection Equipment	AP042125	336.33	INV932190	P13504	00134522	04/24/2025
MW OH	LN CURTIS & SONS V011267	UNIFORMS	103066-6360 Uniforms	AP042125	242.95	INV933403	P13504	00134522	04/24/2025
MW OH	LN CURTIS & SONS V011267	TOOLS	103066-6301 Special Department Expenses	AP042125	384.21	INV934104	P13504	00134522	04/24/2025
MW OH	LN CURTIS & SONS V011267	EMBROIDERY SHIRTS - CRR	103067-6360 Uniforms	AP042125	28.80	INV937187	P13504	00134522	04/24/2025
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - DEZLER	103041-6360 Uniforms	AP042125	43.50	INV934292	P13808	00134522	04/24/2025
				Check Total:	1,035.79				

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MW OH	MC FADDEN-DALE V000635	PW STREET SUPPLIES	103652-6132 Repair & Maintenance/Streets	AP042125	44.61 573015/5		00134523	04/24/2025
MW OH	MC FADDEN-DALE V000635	PW FLEET SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP042125	67.66 573785/5		00134523	04/24/2025
MW OH	MC FADDEN-DALE V000635	PW MAINTENANCE SUPPLIES	103654-6130 Repair & Maint/Facilities	AP042125	6.91 573864/5		00134523	04/24/2025
MW OH	MC FADDEN-DALE V000635	PW FLEET SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP042125	36.31 573957/5		00134523	04/24/2025
MW OH	MC FADDEN-DALE V000635	PW STREET SUPPLIES	103652-6132 Repair & Maintenance/Streets	AP042125	81.14 573960/5		00134523	04/24/2025
MW OH	MC FADDEN-DALE V000635	PW STREET SUPPLIES	103652-6132 Repair & Maintenance/Streets	AP042125	40.95 574261/5		00134523	04/24/2025
MW OH	MC FADDEN-DALE V000635	PW STREET SUPPLIES	103652-6132 Repair & Maintenance/Streets	AP042125	39.44 574325/5		00134523	04/24/2025
MW OH	MC FADDEN-DALE V000635	PW MAINTENANCE SUPPLIES	103654-6130 Repair & Maint/Facilities	AP042125	86.73 574369/5		00134523	04/24/2025
					Check Total:	403.75		
MW OH	MCKESSON MEDICAL- V012321	EMERGENCY MEDICAL SUPPLIES	103066-6362 Emergency Medical Supplies	AP042125	311.42 23608926		00134524	04/24/2025
					Check Total:	311.42		
MW OH	MEHTA, GIRISH V013041	ROOFING BOND REFUND 30-25-022	0044-2033 Construction & Demo Deposit	AP042125	100.00 B25-0243		00134525	04/24/2025
					Check Total:	100.00		
MW OH	NAPA AUTO PARTS V011456	VEHICLE MAINT SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP042125	11.30 149636		00134526	04/24/2025
					Check Total:	11.30		
MW OH	NAPA AUTO PARTS V012662	AUTO BATTERY	103658-6350 Small Tools/Equipment	AP042125	304.92 920759		00134527	04/24/2025

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				Check Total:	304.92			
MW OH	PACIFIC EMBROIDERY V008348	EMBROIDERY - SAFETY VESTS	103654-6360 Uniforms	AP042125	190.00 97076		00134528	04/24/2025
				Check Total:	190.00			
MW OH	PACIFIC WEST AIR V010710	2/22 WHITTEN CTR - HVAC REPAIR	104055-6137 Repair Maint/Equipment	AP042125	1,083.59 I48450		00134529	04/24/2025
MW OH	PACIFIC WEST AIR V010710	2/18 HVAC MAINTENANCE	103654-6290 Dept. Contract Services	AP042125	596.00 I48407	P13753	00134529	04/24/2025
MW OH	PACIFIC WEST AIR V010710	2/24 HVAC MAINTENANCE	103654-6290 Dept. Contract Services	AP042125	298.00 I48466	P13753	00134529	04/24/2025
MW OH	PACIFIC WEST AIR V010710	3/13 HVAC MAINTENANCE	103654-6290 Dept. Contract Services	AP042125	1,564.50 I48634	P13753	00134529	04/24/2025
				Check Total:	3,542.09			
MW OH	PARS V006999	ANNUAL ASSET FEE	395083-6025 Third Party Administration	AP042125	495.22 57728		00134530	04/24/2025
				Check Total:	495.22			
MW OH	PCN3 INC V012642	MAR - PSC CONST SVS	105213-2046 / 105213-2046 Retentions Payable	AP042125	-18,557.30 APP21		00134531	04/24/2025
MW OH	PCN3 INC V012642	MAR - PSC CONST SVS	105213-6850 / 105213-6850 Building & Facilities	AP042125	371,145.89 APP21	P13587	00134531	04/24/2025
				Check Total:	352,588.59			
MW OH	PEST OPTIONS INC V010037	CSC - PEST CONTROL	104055-6099 Professional Services	AP042125	230.00 460724		00134532	04/24/2025
				Check Total:	230.00			
MW OH	POWERSTRIDE BATTERY COBATTERY REPAIR V000785		103658-6134 Vehicle Repair & Maintenance	AP042125	109.18 C558841		00134533	04/24/2025
MW OH	POWERSTRIDE BATTERY COBATTERY REPAIR V000785		103658-6134 Vehicle Repair & Maintenance	AP042125	136.62 C69866		00134533	04/24/2025

City of Placentia
Check Register
For 04/29/2025

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
					Check Total:	245.80			
MW OH	PRUDENTIAL OVERALL V000836	WK4/16 UNIFORM CLEANING SVS	103654-6147 Janitorial Supplies	AP042125	20.20	62997669	P13636	00134534	04/24/2025
MW OH	PRUDENTIAL OVERALL V000836	WK4/16 UNIFORM CLEANING SVS	103652-6360 Uniforms	AP042125	31.90	62997669	P13636	00134534	04/24/2025
MW OH	PRUDENTIAL OVERALL V000836	WK4/16 UNIFORM CLEANING SVS	103654-6360 Uniforms	AP042125	45.87	62997669	P13636	00134534	04/24/2025
MW OH	PRUDENTIAL OVERALL V000836	WK4/16 UNIFORM CLEANING SVS	103658-6360 Uniforms	AP042125	27.06	62997669	P13636	00134534	04/24/2025
MW OH	PRUDENTIAL OVERALL V000836	WK4/16 UNIFORM CLEANING SVS	104055-6360 Uniforms	AP042125	23.76	62997669	P13636	00134534	04/24/2025
					Check Total:	148.79			
MW OH	QUADIEN INC V012611	MAY - PARCEL PENDING	103654-6290 Dept. Contract Services	AP042125	136.86	61840697		00134535	04/24/2025
					Check Total:	136.86			
MW OH	SC FUELS V012766	3/16-31 FUEL	103658-6345 Gasoline & Diesel Fuel	AP042125	12,359.07	1027749	P13489	00134536	04/24/2025
					Check Total:	12,359.07			
MW OH	SCA OF CA LLC V012501	MAR - STREET SWEEPING SVS	374386-6290 Dept. Contract Services	AP042125	14,608.00	CA1000912	P13529	00134537	04/24/2025
					Check Total:	14,608.00			
MW OH	SOUTHERN CALIFORNIA V000910	MAR - ELECTRIC CHARGES	109595-6330 Electricity	AP042125	5,225.93	042125		00134538	04/24/2025
MW OH	SOUTHERN CALIFORNIA V000910	MAR - ELECTRIC CHARGES	109595-6330 / 21009-6330 Electricity	AP042125	75.22	042125		00134538	04/24/2025
MW OH	SOUTHERN CALIFORNIA V000910	MAR - ELECTRIC CHARGES	109595-6330 / 21011-6330 Electricity	AP042125	133.92	042125		00134538	04/24/2025
MW OH	SOUTHERN CALIFORNIA	MAR - ELECTRIC CHARGES	296561-6330	AP042125	21.02	042125		00134538	04/24/2025

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For 04/29/2025

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000910		Electricity						
				Check Total:	5,456.09				
MW OH	SUBURBAN PROPANE V000971	PROPANE	103658-6345 Gasoline & Diesel Fuel	AP042125	41.21	326264		00134539	04/24/2025
MW OH	SUBURBAN PROPANE V000971	PROPANE	103658-6345 Gasoline & Diesel Fuel	AP042125	88.89	326265		00134539	04/24/2025
MW OH	SUBURBAN PROPANE V000971	PROPANE	103658-6345 Gasoline & Diesel Fuel	AP042125	58.99	326497		00134539	04/24/2025
				Check Total:	189.09				
MW OH	THINKSUPPLIES.COM V007047	PAPER	109595-6315 Office Supplies	AP042125	236.64	70945		00134540	04/24/2025
MW OH	THINKSUPPLIES.COM V007047	PAPER	109595-6315 Office Supplies	AP042125	177.48	70951		00134540	04/24/2025
				Check Total:	414.12				
MW OH	ULINE V006583	FLOOR CLEANING MACHINE	104055-6840 Machinery & Equipment	AP042125	3,646.03	189109862	P13783	00134541	04/24/2025
				Check Total:	3,646.03				
MW OH	UNITED STATES POSTAL V010482	USPS MARKETING MAIL PERMIT #26104070-6325	Postage	AP042125	350.00	PERMIT #26		00134542	04/24/2025
				Check Total:	350.00				
MW OH	WEST COAST ARBORISTS INC V001124	16-31 TREE/STUMP REMOVAL	103655-6116 Tree Maintenance	AP042125	5,940.00	227408	P13622	00134543	04/24/2025
				Check Total:	5,940.00				
MW OH	YORBA LINDA WATER V001148	MAR-APR WATER CHARGES	109595-6335 Water	AP042125	363.99	042125		00134544	04/24/2025
				Check Total:	363.99				
MW OH	YORBA REGIONAL ANIMAL	K9 DOG FOOD	103041-6148	AP042125	86.66	5438731645		00134545	04/24/2025

City of Placentia
Check Register
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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V008472		K9 Expenses						
					Check Total:	86.66			
					Type Total:	1,752,567.62			
					Check Total:	1,752,567.62			

City of Placentia
ACH Check Register
For 05/06/2025

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
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Grand Total: 910,666.07

Check Totals by ID

AP	910,666.07
EP	0.00
IP	0.00
OP	0.00

Void Total: 0.00

Check Total: 910,666.07

Fund Name	<u>Check Totals by Fund</u>
101-General Fund (0010)	249,200.24
231-Placentia Reg Nav Cent(0078)	255.26
265-Landscape Maintenance (0029)	2.85
270-CDBG Fund (0030)	427.50
275-Sewer Maintenance (0048)	120.47
401-City Capital Projects (0033)	282.13
501-Refuse Administration (0037)	384,977.76
601-Employee Health & Wlfre (0039)	275,399.86

Check Total: 910,666.07

ACH Payroll Direct Deposit for 04/18/2025: 612,692.97

Electronic Disbursement Total: 1,523,359.04

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

User: Gabriela Calin

Report: AP1400M <3.01>: AP: Warrant List - Machine

City of Placentia
Check Register
For 04/29/2025

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	BUTTS, BRAD V002941	MAR - FASTER REIMBURSEMENT	103040-6051 Toll Roads Expense	EFT040925	536.70	MARCH 2025		00019839	04/10/2025
					Check Total:	536.70			
MW OH	DRULIAS, NICOLETTE V012257	2024 WALKING CHALLENGE WINNER	09595-6999 Other Expenditure	EFT040925	250.00	04/07/25		00019840	04/10/2025
MW OH	DRULIAS, NICOLETTE V012257	CAPIO CONF - TRAVEL/PER DIEM	101534-6235 Travel	EFT040925	287.66	040725		00019840	04/10/2025
					Check Total:	537.66			
MW OH	GARZA, FRANK V009321	PRINTING SVS - REIMBURSEMENT	103040-6230 Printing & Binding	EFT040925	75.15	25408		00019841	04/10/2025
					Check Total:	75.15			
MW OH	INIGUEZ, ALEX V013036	PD TRAINING MEALS, MILEAGE	103041-6250 Staff Training	EFT040925	1,000.92	INIGUEZ4325		00019842	04/10/2025
					Check Total:	1,000.92			
MW OH	MACCUBBIN, MICHAEL V007311	PD TRAINING MEALS, MILEAGE	103040-6250 Staff Training	EFT040925	76.80	MAC32725A		00019843	04/10/2025
					Check Total:	76.80			
MW OH	MURO, DAVID V012049	FEB - WALKING CHALLENGE PRIZE	109595-6999 Other Expenditure	EFT040925	75.00	04012025		00019844	04/10/2025
					Check Total:	75.00			
MW OH	AGUIRRE, MARK V013017	CPR/EMT FEE - REIMBURSEMENT	103066-6250 Staff Training	EFT041525	212.31	040725		00019845	04/17/2025
					Check Total:	212.31			
MW OH	INFRASTRUCTURE V011245	MAR - BLDG & SAFETY PLAN CHECK	102532-6290 Dept. Contract Services	EFT041525	20,125.00	486452	P13579	00019846	04/17/2025
					Check Total:	20,125.00			
MW OH	MURPHY, RYAN	WOOD - REIMBURSEMENT	103066-6301	EFT041525	237.59	032725		00019847	04/17/2025

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Check Register
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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V012004		Special Department Expenses						
				Check Total:	237.59				
MW OH	PLACENTIA FIREFIGHTERS V011878	PFFA PE3/29 PD4/4	0010-2189 Fire Association Dues	EFT041525	1,050.00	PR2501007		00019848	04/17/2025
				Check Total:	1,050.00				
MW OH	PLACENTIA POLICE V000839	PPFMA PE3/29 PD4/4	0010-2180 Police Mgmt Assn Dues	EFT041525	1,161.05	PR2501007		00019849	04/17/2025
				Check Total:	1,161.05				
MW OH	PLACENTIA POLICE V003519	PPOA PE3/29 PD4/4	0010-2178 Placentia Police Assoc Dues	EFT041525	3,218.23	PR2501007		00019850	04/17/2025
MW OH	PLACENTIA POLICE V003519	PPOA PE3/29 PD4/4	0078-2178 Placentia Police Assoc Dues	EFT041525	11.83	PR2501007		00019850	04/17/2025
				Check Total:	3,230.06				
MW OH	REPUBLIC WASTE SERVICES V007205	SMAR - REFUSE COLLECTION SVS	374386-6101 Disposal	EFT041525	384,939.84	676-005916318	P13623	00019851	04/17/2025
				Check Total:	384,939.84				
MW OH	RODRIGUEZ, MEGAN V010251	NAMEPLATES - REIMBURSEMENT	101515-6360 Uniforms	EFT041525	32.29	29094227		00019852	04/17/2025
				Check Total:	32.29				
MW OH	SERNA, MARIO V004667	TOOL - REIMBURSEMENT	103658-6350 Small Tools/Equipment	EFT041525	268.30	040925		00019853	04/17/2025
				Check Total:	268.30				
MW OH	ADAMS, CRYSTAL V012131	AFSS CONF - MEALS	103065-6250 Staff Training	EFT042225	164.00	041525		00019854	04/24/2025
MW OH	ADAMS, CRYSTAL V012131	AFSS CONF - MILEAGE	103065-6240 Mileage Reimbursement	EFT042225	71.40	041525		00019854	04/24/2025
				Check Total:	235.40				

City of Placentia
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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	CONNELL, JOSEPH V004080	PD TRAINING MEALS, MILEAGE	103040-6250 Staff Training	EFT042225	380.00	CONNELL04102		00019855	04/24/2025
					Check Total:	380.00			
MW OH	GUTFELD, LYDIE V013044	CPRS CONF - REGISTRATION	104071-6245 Meetings & Conferences	EFT042225	105.00	041625		00019856	04/24/2025
MW OH	GUTFELD, LYDIE V013044	CPRS CONF - TRAVEL REIMB	104071-6235 Travel	EFT042225	417.97	041625		00019856	04/24/2025
					Check Total:	522.97			
MW OH	JUNG, ALEXANDER V012387	PD TRAINING MEALS, MILEAGE	103041-6240 Mileage Reimbursement	EFT042225	110.60	JUNG42125		00019857	04/24/2025
MW OH	JUNG, ALEXANDER V012387	PD TRAINING MEALS, MILEAGE	103041-6250 Staff Training	EFT042225	52.00	JUNG42125		00019857	04/24/2025
					Check Total:	162.60			
MW OH	OLEA, MELANIE V013042	PD TRAINING MILEAGE	103041-6240 Mileage Reimbursement	EFT042225	43.40	OLEA42125		00019858	04/24/2025
MW OH	OLEA, MELANIE V013042	PD TRAINING MEALS	103041-6250 Staff Training	EFT042225	115.04	OLEA42125		00019858	04/24/2025
					Check Total:	158.44			
MW OH	TANAG, RON V013043	PD TRAINING - MILEAGE	103041-6240 Mileage Reimbursement	EFT042225	250.60	TANAG42125		00019859	04/24/2025
MW OH	TANAG, RON V013043	PD TRAINING MEALS	103041-6250 Staff Training	EFT042225	521.00	TANAG42125		00019859	04/24/2025
					Check Total:	771.60			
MW OH	CALIFORNIA PUBLIC V006234	APR- MED INSURANCE PREMIUM	395083-5161 Health Insurance Premiums	ACH041525	16,374.43	10000001786432		00019860	04/24/2025
MW OH	CALIFORNIA PUBLIC V006234	APR- MED INSURANCE PREMIUM	395000-4715 ISF Health Ins Reimbursement	ACH041525	211,995.29	10000001786432		00019860	04/24/2025
MW OH	CALIFORNIA PUBLIC	APR- MED INSURANCE NON-PERS	395000-4715	ACH041525	47,030.14	10000001786432		00019860	04/24/2025

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V006234		ISF Health Ins Reimbursement						
				Check Total:	275,399.86				
MW OH	WASHINGTON STATE V011597	WA CHILD SUPP PE3/29 PD4/4	0010-2196 Garnishments W/H	ACH041525	823.09	PR2501007		00019861	04/24/2025
				Check Total:	823.09				
MW OH	CALIFORNIA STATE V004813	CA CHILD SUPP PE3/29 PD4/4	0010-2196 Garnishments W/H	ACH041525	1,812.44	PR2501007		00019862	04/24/2025
				Check Total:	1,812.44				
MW OH	EMPLOYMENT V010052	PE3/29 PD4/4	0010-2135 Calif Income Tax W/H	ACH041525	40,773.51	PR2501007		00019863	04/24/2025
MW OH	EMPLOYMENT V010052	PE3/29 PD4/4	0029-2135 Calif Income Tax W/H	ACH041525	0.43	PR2501007		00019863	04/24/2025
MW OH	EMPLOYMENT V010052	PE3/29 PD4/4	0030-2135 Calif Income Tax W/H	ACH041525	74.47	PR2501007		00019863	04/24/2025
MW OH	EMPLOYMENT V010052	PE3/29 PD4/4	0033-2135 Calif Income Tax W/H	ACH041525	57.43	PR2501007		00019863	04/24/2025
MW OH	EMPLOYMENT V010052	PE3/29 PD4/4	0037-2135 Calif Income Tax W/H	ACH041525	6.22	PR2501007		00019863	04/24/2025
MW OH	EMPLOYMENT V010052	PE3/29 PD4/4	0048-2135 Calif Income Tax W/H	ACH041525	25.47	PR2501007		00019863	04/24/2025
MW OH	EMPLOYMENT V010052	PE3/29 PD4/4	0078-2135 Calif Income Tax W/H	ACH041525	49.22	PR2501007		00019863	04/24/2025
				Check Total:	40,986.75				
MW OH	INTERNAL REVENUE V010054	FED TAX PE3/29 PD4/4	0010-2110 Federal Income Tax W/H	ACH041525	101,426.26	PR2501007		00019864	04/24/2025
MW OH	INTERNAL REVENUE V010054	FED TAX PE3/29 PD4/4	0029-2110 Federal Income Tax W/H	ACH041525	1.12	PR2501007		00019864	04/24/2025
MW OH	INTERNAL REVENUE	FED TAX PE3/29 PD4/4	0078-2110	ACH041525	163.73	PR2501007		00019864	04/24/2025

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City of Placentia
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For 04/29/2025

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010054		Federal Income Tax W/H						
MW OH	INTERNAL REVENUE V010054	FED TAX PE3/29 PD4/4	0037-2110 Federal Income Tax W/H	ACH041525	16.50	PR2501007		00019864	04/24/2025
MW OH	INTERNAL REVENUE V010054	FED TAX PE3/29 PD4/4	0048-2110 Federal Income Tax W/H	ACH041525	63.19	PR2501007		00019864	04/24/2025
MW OH	INTERNAL REVENUE V010054	FED TAX PE3/29 PD4/4	0033-2110 Federal Income Tax W/H	ACH041525	170.34	PR2501007		00019864	04/24/2025
MW OH	INTERNAL REVENUE V010054	FED TAX PE3/29 PD4/4	0030-2110 Federal Income Tax W/H	ACH041525	216.51	PR2501007		00019864	04/24/2025
MW OH	INTERNAL REVENUE V010054	FED TAX PE3/29 PD4/4	0030-2115 Employee Medicare W/H	ACH041525	68.26	PR2501007		00019864	04/24/2025
MW OH	INTERNAL REVENUE V010054	FED TAX PE3/29 PD4/4	0033-2115 Employee Medicare W/H	ACH041525	11.91	PR2501007		00019864	04/24/2025
MW OH	INTERNAL REVENUE V010054	FED TAX PE3/29 PD4/4	0048-2115 Employee Medicare W/H	ACH041525	7.58	PR2501007		00019864	04/24/2025
MW OH	INTERNAL REVENUE V010054	FED TAX PE3/29 PD4/4	0037-2115 Employee Medicare W/H	ACH041525	2.26	PR2501007		00019864	04/24/2025
MW OH	INTERNAL REVENUE V010054	FED TAX PE3/29 PD4/4	0078-2115 Employee Medicare W/H	ACH041525	12.55	PR2501007		00019864	04/24/2025
MW OH	INTERNAL REVENUE V010054	FED TAX PE3/29 PD4/4	0029-2115 Employee Medicare W/H	ACH041525	0.14	PR2501007		00019864	04/24/2025
MW OH	INTERNAL REVENUE V010054	FED TAX PE3/29 PD4/4	0010-2115 Employee Medicare W/H	ACH041525	13,115.65	PR2501007		00019864	04/24/2025
MW OH	INTERNAL REVENUE V010054	FED TAX PE3/29 PD4/4	0010-2120 Employer Medicare Payable	ACH041525	13,115.65	PR2501007		00019864	04/24/2025
MW OH	INTERNAL REVENUE V010054	FED TAX PE3/29 PD4/4	0048-2120 Employer Medicare Payable	ACH041525	7.58	PR2501007		00019864	04/24/2025
MW OH	INTERNAL REVENUE V010054	FED TAX PE3/29 PD4/4	0078-2120 Employer Medicare Payable	ACH041525	12.55	PR2501007		00019864	04/24/2025

City of Placentia
Check Register
For 04/29/2025

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	INTERNAL REVENUE V010054	FED TAX PE3/29 PD4/4	0033-2120 Employer Medicare Payable	ACH041525	11.91	PR2501007		00019864	04/24/2025
MW OH	INTERNAL REVENUE V010054	FED TAX PE3/29 PD4/4	0037-2120 Employer Medicare Payable	ACH041525	2.26	PR2501007		00019864	04/24/2025
MW OH	INTERNAL REVENUE V010054	FED TAX PE3/29 PD4/4	0029-2120 Employer Medicare Payable	ACH041525	0.14	PR2501007		00019864	04/24/2025
MW OH	INTERNAL REVENUE V010054	FED TAX PE3/29 PD4/4	0030-2120 Employer Medicare Payable	ACH041525	68.26	PR2501007		00019864	04/24/2025
MW OH	INTERNAL REVENUE V010054	FED TAX PE3/29 PD4/4	0010-2125 Employee Social Sec W/H	ACH041525	18.60	PR2501007		00019864	04/24/2025
Check Total:					128,512.95				
MW OH	MISSION SQUARE 100091 V012393	401A PE3/29 PD4/4	0010-2170 Deferred Comp Payable - ICMA	ACH041525	11,437.64	PR2501007		00019865	04/24/2025
MW OH	MISSION SQUARE 100091 V012393	401A PE3/29 PD4/4	0010-2170 Deferred Comp Payable - ICMA	ACH041525	2,143.14	PR2501007A		00019865	04/24/2025
MW OH	MISSION SQUARE 100091 V012393	401A PE3/29 PD4/4	0029-2170 Deferred Comp Payable - ICMA	ACH041525	0.32	PR2501007A		00019865	04/24/2025
MW OH	MISSION SQUARE 100091 V012393	401A PE3/29 PD4/4	0033-2170 Deferred Comp Payable - ICMA	ACH041525	30.45	PR2501007A		00019865	04/24/2025
MW OH	MISSION SQUARE 100091 V012393	401A PE3/29 PD4/4	0037-2170 Deferred Comp Payable - ICMA	ACH041525	2.24	PR2501007A		00019865	04/24/2025
MW OH	MISSION SQUARE 100091 V012393	401A PE3/29 PD4/4	0048-2170 Deferred Comp Payable - ICMA	ACH041525	5.91	PR2501007A		00019865	04/24/2025
Check Total:					13,619.70				
MW OH	MISSION SQUARE 301387 V012394	EE/ER , EE LOANS PE3/29 PD4/4	0010-2170 Deferred Comp Payable - ICMA	ACH041525	33,696.25	301387-PY2507		00019866	04/24/2025
MW OH	MISSION SQUARE 301387 V012394	EE/ER , EE LOANS PE3/29 PD4/4	0029-2170 Deferred Comp Payable - ICMA	ACH041525	0.70	301387-PY2507		00019866	04/24/2025
MW OH	MISSION SQUARE 301387	EE/ER , EE LOANS PE3/29 PD4/4	0033-2170	ACH041525	0.09	301387-PY2507		00019866	04/24/2025

User: Gabriela Calin

Report: AP1400M <3.01>: AP: Warrant List - Machine

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**City of Placentia
Check Register
For 04/29/2025**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V012394		Deferred Comp Payable - ICMA						
MW OH	MISSION SQUARE 301387 V012394	EE/ER , EE LOANS PE3/29 PD4/4	0037-2170 Deferred Comp Payable - ICMA	ACH041525	8.44	301387-PY2507		00019866	04/24/2025
MW OH	MISSION SQUARE 301387 V012394	EE/ER , EE LOANS PE3/29 PD4/4	0048-2170 Deferred Comp Payable - ICMA	ACH041525	10.74	301387-PY2507		00019866	04/24/2025
MW OH	MISSION SQUARE 301387 V012394	EE/ER , EE LOANS PE3/29 PD4/4	0078-2170 Deferred Comp Payable - ICMA	ACH041525	5.38	301387-PY2507		00019866	04/24/2025
Check Total:					33,721.60				
Type Total:					910,666.07				
Check Total:					910,666.07				



Agenda Item No: 1.c

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: May 6, 2025

Submitted by: Nancy Albitre-Seely

From: City Clerk

Subject:

Minutes City Council/Successor/ICDA/PPFA Regular Meeting of:

- October 15, 2024, Regular Meeting
- November 5, 2024, Regular Meeting

Recommendation:

Recommended Action: It is recommended that the City Council:
Approve.

Attachments

[10-15-24 CC Regular Meeting.pdf](#)

[11-05-24 CC Regular Meeting.pdf](#)

**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
STUDY SESSION AND REGULAR MEETING
October 15, 2024
5:00 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

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

ROLL CALL:

PRESENT: Councilmember/Board Member Shader, Smith, Wanke, Yamaguchi
ABSENT: Kirwin (excused)

ORAL COMMUNICATIONS:

Mayor Yamaguchi 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 case and matter.

CLOSED SESSION PROCEEDINGS:

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 54957(b)
CONFERENCE WITH LEGAL COUNSEL
Public Employee Discipline/Dismissal/Release
2. Pursuant to Government Code Section 54956.9(d)(4)
CONFERENCE WITH LEGAL COUNSEL -- Anticipated Litigation
Potential Initiation of Litigation (1 case)
3. Pursuant to Government Code Section 54956.9(d)(1)
CONFERENCE WITH LEGAL COUNSEL -- Existing Litigation
Vega vs. City of Placentia; Case No. 30-2022-01255057-CU-WT-CJC
4. Pursuant to Government Code Section 54956.9(d)(2)
CONFERENCE WITH LEGAL COUNSEL -- Anticipated Litigation
(1 case)

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

CALL TO ORDER: Mayor Yamaguchi called the meeting to order at 7:08 p.m. Regular Meeting.

ROLL CALL:

PRESENT: Councilmember/Board Member Shader, Smith, Wanke, Yamaguchi
ABSENT: Kirwin (excused)

STAFF PRESENT:

City Attorney/Authority Counsel Christian Bettenhausen; Acting City Administrator Rosanna Ramirez; Police Chief Brad Butts; Fire Chief Jason Dobine; Director of Finance Jennifer Lampman; Director of Development Services Joe Lambert; Director of Public Works Chris Tanio, Deputy Director of Administrative Services Jeannette Ortega; Director of Human Resources Alice Burnett; City Treasurer Kevin Larson; City Clerk Robert McKinnell; Deputy City Clerk Carole M. Wayman.

INVOCATION: Chaplain Charles Frost

PLEDGE OF ALLEGIANCE: Mayor Yamaguchi

PRESENTATION: Study Session

- **Measure U Committee Annual Report Presentation**

Presenter: John Lewis, Committee Chair

Recommended Action: Receive and file.

(Approved 5-0 to Received and Filed, as recommended)

Mayor Yamaguchi introduced Citizen’s Oversight Committee Chair John Lewis to give a presentation of the Measure U Annual Report.

Committee Chair John Lewis presented a brief presentation of the Measure U Annual Report on City revenues and expenditures highlighting the infrastructure budget and expenditures. Mr. Lewis concluded by stating that all Measure U revenues were properly accounted for and allocated and outlined future work by the oversight committee.

Motion by Yamaguchi, seconded by Shader, and carried a (5-0) vote to Receive and File, as recommended.

CLOSED SESSION REPORT:

City Attorney/Authority Counsel Bettenhausen stated that there were four (4) items on the Closed Session agenda, the City Council discussed each of those items, direction was provided, and there was nothing further to report.

CITY ADMINISTRATOR REPORT: None

ORAL COMMUNICATIONS:

Mayor Yamaguchi opened oral communications for the Regular Meeting.

Tom McKenzie, President of Placentia Police and Fire Management Association, raised concerns about City Administrator Arrula’s meals purchased on City credit cards, misappropriation of public funds, and urged City Council to conduct a formal investigation and forensic audit. Mr. McKenzie, President of Placentia Police and Fire Management Association, along with John Martinez, the President of the Placentia Police Officers Association, and Scott Ferguson, the President of the Placentia Fire Association have notified the City Council that all three public safety associations have unanimously agreed to deliver a vote of no confidence against City Administrator Arrula.

Jim Weiner, Placentia resident, expressed concerns about the high-cost playground renovation upgrade at McFadden Park and urged City Council to repair City streets and road conditions before considering any projects going forward.

Julie Suchard, Placentia resident, expressed concerns about the meals and airlines tickets purchased on City credit cards, emphasized the misappropriation of funds, allegations of misconduct, and requested to see the investigation report.

Colson Teal, Placentia resident, voiced his concerns about the allegations of the City Administrator's misconduct, misappropriation of funds and expressed his gratitude to the City Council for conducting an investigation on City Administrator Arrula.

Kevin Larson, Placentia City Treasurer, expressed concerns about City Administrator Arrula's allegations of misconduct and recommended a forensic audit be conducted by an independent audit firm, appoint an Ad Hoc Committee to report back to the City Council with their recommendations.

Scott King, Placentia resident, expressed concerns about the City Administrator's allegations and investigation report. He urged City Council to repair City streets and road conditions before considering any projects going forward.

Scott Ferguson, President of Placentia Firefighters Association, expressed concern in its lack of confidence in the current City Administrator, emphasized a call for change in leadership which has jeopardized the safety and wellbeing of the community and members.

Craig Green, Placentia resident and former Councilmember, expressed concerns about parking, traffic and safety issues near apartment complexes, and emphasized additional parking is needed.

Greg Donahue, Placentia resident, expressed his concerns and frustrations about parking issues in Placentia and urged the City Council to provide a new permit parking system for the City residents.

CITY COUNCIL MEMBER COMMENTS:

Councilmember Smith reported that he attended a city meeting related to a dog park facility, the Veterans Advisory Committee, Santa Fe Merchants meeting, and took a tour of the Public Stafey City Yard Navigation Center. He promoted the 2024 Great Shakeout Earthquake Drill on October 20, 2024 at 10:20 a.m. and encouraged all to participate in the earthquake drills and prepare for potential disasters. For more information on participating in this Great Shakeout, please visit the great shakeout at www.shakeout.org California.

Councilmember Shader reported that she attended the Placentia Fire Station Open House, the Santa Fe Merchants meeting, and took a tour of the Public Stafey City Yard Navigation Center. She promoted the last Old Town Live Concert of the season and encouraged all to attend.

Councilmember Wanke reported that he attended a joint meeting between Orange County Sanitation District Operations/Administration Committee meeting and Groundwater Replenishment System Steering Committee meeting and took a tour of the Public Stafey City Yard Navigation Center. He announced the City is accepting applications for Commissions and Committees and encouraged those who are interested, please visit the City's website for additional information.

Mayor Yamaguchi reported that he attended the League of Cities Conference in Long Beach, and announced that the Heritage Day Parade and Car show will be on Saturday, October 19th starting at 9:00 a.m. For more information, please visit the City's website at www.placentia.org/heritage.

1. CONSENT CALENDAR (1.a. to 1.i):

Motion by Wanke, seconded by Yamaguchi, and carried a (4-0-1) vote to approve the Consent Calendar items 1.a. through 1h., as recommended. Calendar item 1.g was pulled, discussed, continued to next available meeting and motioned by Wanke, seconded by Yamaguchi, Shader no and carried (3-1-1).

Consent Calendar 1.i was pulled, discussed, and motioned by Shader, seconded by Smith, Yamaguchi recused and carried a (3-0-1-1).

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

Fiscal Impact: None

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

1.b Minutes City Council/Successor/ICDA/PPFA Special and Regular Meetings of:

- June 18, 2024 Regular Meeting
- June 27, 2024 Special Meeting

Recommended Action: It is recommended that the City Council: Approve.

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

1.c City Fiscal Year 2023-24 Registers for October 15, 2024

Check Register

Fiscal Impact: \$1,113,427.09

Electronic Disbursement Register

Fiscal Impact: \$2,022,131.01

Recommended Action: It is recommended that the City Council:

1. Receive and file.

(Received and Filed, as recommended)

1.d Award of Contract to Global Power Group, Inc. for Generator Maintenance Services

Fiscal Impact:

Expense: \$ 40,000 Annual Contract Amount

\$200,000 Five-Year Contract Total

Available Budget: \$ 95,513 FY 2024-25 Operating Budget (103654-6290)

Recommended Action: It is recommended that the City Council:

1. Award a five-year Public Works Agreement to Global Power Group, Inc., for generator maintenance, testing and repairs in an amount not-to-exceed \$200,000; and
2. Authorize the City Administrator to approve contract change orders up to 20% or \$40,000 of the contract not-to-exceed amount; and
3. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

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

1.e Award of Professional Services Agreement to Charles Abbott Associates Inc., for Fats, Oils, and Grease (FOG) Program Management Services

Fiscal Impact:

Expense: \$ 80,492.50 Annual Contract Amount

Budget: \$ 80,493.00 FY 2024-25 Operating Budget (103593-6099)

Recommended Action: It is recommended that the City Council:

1. Approve a Professional Services Agreement with Charles Abbott Associates, Inc., for a cumulative contract amount not-to-exceed \$241,477.50 for an initial three (3) year contract term, with the option to extend for one (1) additional two (2) year term; and
2. Authorize the City Administrator to approve contract amendments up to 10% of the cumulative contract amount, or \$24,147.75; and
3. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney; and
4. Authorize the City Administrator to approve the eligible contract term extension for one (1) additional two (2) year term based upon contractor performance and at the discretion of the City.

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

1.f Acceptance of Construction Work and Notice of Completion for the Wayfinding Signage Project Phase IV, City Project No. 24104

Fiscal Impact:

Expense: \$326,472.50 Original Construction Contract

Budgeted: \$500,000.00 FY 2023-24 & FY 2024-25 CIP Budget

Recommended Action: It is recommended that the City Council:

1. Accept the work performed by Monarka Development Corporation, for construction of the Intersection Street Name Sign Project (Wayfinding Project Phase IV), City Project No. 24104 for a grand total amount of \$326,472.50; and
2. Authorize the City Administrator to file a Notice of Completion with the Orange County Clerk-Recorder's Office for the Project; and
3. Authorize the City Administrator to release retention funds in accordance with the terms of the contract.

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

1.g Approval of the Design Concept Plan for Playground Renovations at McFadden Park and Approval of Public Works Agreement with PlayCore D.B.A. Gametime for the purchase and Installation of the Playground Equipment, CIP Projects No. 7210 and 7504

Fiscal Impact:

Expense: \$510,000.00 Total Cost

\$496,874.05 Contract Amount

\$ 13,125.95 Contract Contingency Amount

Available Budget:

\$550,000.00 FY 2024-25 CIP Budget

\$460,000.00 Measure U (797504-6760)

\$ 90,000.00 Park & Rec Impact Fee (637504-6760)

Recommended Action: It is recommended that the City Council:

1. Provide Staff with input to incorporate into the design plan for the renovation of the McFadden Park Playground Renovation Project; and
2. Approve the design concept plan for the McFadden Park Playground Renovation Project; and
3. Approve the purchase of the McFadden Park playground equipment utilizing the budgeted CIP funding in Fiscal Year 2024-2025 for projects 7210 and 7504; and
4. Award a Public Works Agreement to PlayCore d.b.a. GameTime for the McFadden Park playground equipment renovation project in the amount of \$496,874.05; and
5. Authorize the City Administrator to approve contract change orders up to a total of \$13,125.95 or a not-to-exceed total contract amount of \$510,000; and
6. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

(Continued to next available meeting, 3-1-1, Shader no, Kirwin absent)

1.h Update to Policy No. 344 Governing Travel and Meeting Allowances

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

1. Approve the proposed updates to Policy No. 344 governing Travel and Meeting Allowances for city staff and elected officials.

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

1.i Award Resolution Authorizing Temporary Suspension of Regulatory Ordinance Section 10.28.010 to Facilitate the Placentia Library District Special Event Scheduled for Friday, October 25, 2024

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

1. Adopt Resolution No. R-2024-69, A Resolution of the City Council of the City of Placentia, California, authorizing the temporary suspension of regulatory Ordinance Section 10.28.010 of the Placentia Municipal Code to facilitate the Placentia Library District special event scheduled for Friday, October 25, 2024.

(Approved 3-0-1-1, as recommended, Yamaguchi recused, Kirwin absent)

2. PUBLIC HEARINGS: None

3. REGULAR AGENDA: None

CITY COUNCIL MEMBERS REQUESTS:

Councilmember Shader agreed to explore alternative funding, to have staff provide options for projects to be deferred, increase funding for road projects and agendaize at a later City Council meeting.

Councilmember Wanke also agreed to explore alternative funding, to have staff provide options for projects to be deferred, increase funding for road projects and agendaize at a later City Council meeting. He also concurred with Mayor Yamaguchi and City Treasurer Larson to request a forensic audit to be conducted.

Mayor Yamaguchi echoed his concerns from the City Treasurer, Mr. Larson, to take steps for a forensic audit to be conducted. He also stated that the City Council will be looking into alternative funding and have staff provide options for projects to be deferred, increase road projects and agendaize at a later City Council meeting.

ADJOURNMENT

The City Council/Successor Agency/ICDA/PPFA Board of Directors adjourned at 8:12 p.m. to a regular City Council meeting on Tuesday, November 5, 2024 at 5:30 p.m.

Jeremy B. Yamaguchi, 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
November 5, 2024
5:00 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

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

ROLL CALL:

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

ABSENT: None

ORAL COMMUNICATIONS:

Mayor Yamaguchi opened Oral Communications for the Closed Session. City Clerk McKinnell stated that the City Clerk's Office had received one electronic communication from a former Community Services Director Karen Crocker and read the written comments into the record for the Closed Session. Mr. McKinnell announced the Closed Session case and matter.

CLOSED SESSION PROCEEDINGS:

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 54957(b)

CONFERENCE WITH LEGAL COUNSEL

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

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

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

ROLL CALL:

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

ABSENT: None

STAFF PRESENT:

City Attorney/Authority Counsel Christian Bettenhausen; Acting City Administrator Rosanna Ramirez; Police Chief Brad Butts; Fire Chief Jason Dobine; Director of Finance Jennifer Lampman; Director of Development Services Joe Lambert; Director of Public Works Chris Tanio, Deputy Director of Administrative Services Jeannette Ortega; Director of Human Resources Alice Burnett; City Treasurer Kevin Larson; City Clerk Robert McKinnell; Deputy City Clerk Carole M. Wayman

INVOCATION: Chaplain Kenneth Curry

PLEDGE OF ALLEGIANCE: Mayor Yamaguchi

PRESENTATION: None

CLOSED SESSION REPORT:

City Attorney/Authority Counsel Bettenhausen stated that there was one (1) item on the Closed Session agenda, the City Council took action to approve a Separation Agreement and release of claims with the City Administrator. The agreement includes a severance payment of 12 months of base salary, which equates to \$317,020, as well as a payment of \$117,020 for health insurance contributions for up to 12 months and a Separation Date of November 5, 2024. The roll call vote was as follows. The motion was made by Mayor Yamaguchi, seconded by Council Member Smith, and approved 5-0, nothing further to report.

CITY ADMINISTRATOR REPORT:

Acting City Administrator Ramirez welcomed and introduced one (1) new City of Placentia employee.

Community Services Director Lydie Gutfeld comes to Placentia with 32 years of experience in local government, working with various agencies, including Beverly Hills, Culver City, Irvine, Mission Viejo and San Bernardino. Her extensive background in parks and recreation includes a commitment to engaging and empowering communities by developing and implementing impactful policies and programs. Lydie holds a bachelor's degree in child and adolescent development and a Master of Public Administration from California State University Fullerton. She was also the lead fellow in the city manager's fellowship program.

ORAL COMMUNICATIONS:

Mayor Yamaguchi opened oral communications for the Regular Meeting.

Craig Green, Placentia resident and former Councilmember, expressed his appreciation to City Administrator Arrula for his dedication, City's financial improvements and hard work on behalf of the Placentia residents.

Dan Haynes, Placentia resident, expressed concerns about City streets and road conditions, traffic safety, and urged City Council to defer vanity projects to repair roads.

JoAnn Sowards, Placentia resident, expressed her frustration about the deferring Measure U funds to vanity project, and urged Council to repair City streets and road conditions.

Nathan Dedic, Placentia resident, expressed concerns about the City streets, traffic safety and urged Council to repair road conditions.

Scott King, Placentia resident, expressed concerns about the City's bidding processes for vanity projects, misappropriation of funds, City Administrator Damien Arrula's compensation package and urged Council to repair City streets and road conditions before considering any projects going forward.

Julie Suchard, Placentia resident, expressed her frustration about the compensation package with respect to former City Administrator Damien Arrula and urged Council to conduct a forensic audit.

John Beltran, Placentia resident, expressed his concerns and frustration about the road conditions, property damage and traffic safety. He urged Council to repair City streets and road conditions before considering any projects going forward.

Dan Kaatz, Placentia resident, expressed his frustration about the traffic safety and urged Council to repair City streets and road conditions before considering any projects going forward.

City Clerk McKinnell announced that three (3) written communications in support of City Administrator Arrula had been received by the City Clerk's office from Scott Brown, the Retired Fire Chief for the City of Hemet. He read the written comments into the record. He also read written comments from Jessica Brown,

a former Finance Director of the City of Placentia, and Meredith Castillo, a Placentia resident into the record.

CITY COUNCIL MEMBER COMMENTS:

Councilmember Shader reported that she attended the Palm Village North Citizens meeting, Placentia Chamber of Commerce meeting, Fast Labs Open House, Heritage Day Parade and Car show, Orange County Cities Association and Southern California Edison Government Advisory Panel. She promoted the Thanksgiving basket drive on Wednesday, November 20, from 9:00 a.m. to 5:00 p.m.

Councilmember Smith reported that he attended the California League of Cities Conference, Heritage Day Parade and Car show, Joint Community meeting with City of Yorba Linda, Orange County Council Governments meeting and Veterans Advisory Committee meeting. He promoted the Veterans Day Ceremony on Monday, November 11th at the Civic Center. He invited everyone to the Placentia Community Prayer Breakfast hosted by the Placentia Roundtable Women's Club and the Placentia Rotary Club on Wednesday, November 20th from 7:00 a.m. – 9:00 a.m. at www.rotary.com. He also invited everyone to Tip-a-Cop fundraiser for Wednesday, November 13th from 5:00 p.m. – 9:00 p.m. Funds will be donated to Special Olympics.

Councilmember Wanke reported his attendance at the California League of Cities Conference.

Mayor ProTem Kirwin reported that he attended the Heritage Day Parade and Car show, and the Veterans Advisory Committee meeting.

Mayor Yamaguchi reported that he attended the California League of Cities Conference, Red Ribbon Week at Van Buren Elementary School, and provided a Tour to Cub Scout 780.

1. CONSENT CALENDAR (1.a. to 1.j):

Motion by Yamaguchi, seconded by Shader, and carried a (5-0-0) vote to approve the Consent Calendar items 1.a. through 1k., as recommended. Consent Calendar 1.i was pulled by Yamaguchi, discussed and motion by Yamaguchi, seconded by Wanke, and carried a (5-0-0).

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

Fiscal Impact: None

(Approved, 5-0, as recommended)

1.b Minutes

City Council/Successor/ICDA/PPFA Special and Regular Meetings of:

- July 02, 2024 and July 16, 2024 Regular Meetings
- July 31, 2024 Special Meeting and Adjourned Regular Meeting

Recommended Action: It is recommended that the City Council:

Approve.

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

1.c City Fiscal Year 2023-24 Registers for November 5, 2024

Check Register

Fiscal Impact: \$1,709,149.25

Electronic Disbursement Register

Fiscal Impact: \$2,188,167.04

Recommended Action: It is recommended that the City Council:

1. Receive and file.

(Received and Filed, as recommended)

1.d Award of Contract to Pacific West Industries, Inc., for Heating, Ventilation and Cooling Maintenance Services

Fiscal Impact:

Expense: \$240,000 Five-Year Contract Amount

Budgeted: \$144,000 FY 2024-25 Operating Budget (103654-6290)

\$30,000 FY 2024-25 Operating Budget (104055-6290)

Recommended Action: It is recommended that the City Council:

1. Award a five-year Public Works Agreement to Pacific West Industries, Inc., for heating, ventilation and cooling maintenance, testing and repairs in an amount not-to-exceed \$240,000; and
2. Authorize the City Administrator to approve contract change orders up to 30% or \$72,000 of the contract not-to-exceed amount; and
3. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

(Approved 5-0-0, as recommended)

1.e Resolution Adopting a Side Letter Agreement Amending the Memorandum of Understanding of the City of Placentia Police and Fire Management Association related to a Grievance Filed by PPFMA Against the City of Placentia.

Recommended Action: It is recommended that the City Council:

1. Adopt Resolution No. R-2024-68 a Resolution of the City Council of the City of Placentia, California approving a side letter settlement agreement amending the memorandum of understanding of the City of Placentia Police and Fire Management Association to address the process of determining the salary step upon promotion and to amend Article 12 (E) of the Memorandum of Understanding amending the Medical Opt Out provision; and
2. Authorize the City Administrator to execute the agreement, in a form approved by the City Attorney.

(Approved 5-0-0, as recommended)

1.f Purchase of Two Ford F-150 Trucks for the Public Works Department

Fiscal Impact:

Expense: \$79,464.88 Total Purchase Price

Budgeted: \$90,000.00 FY 2024-25 CIP Budget (MEASURE U 798505-6842)

Recommended Action: It is recommended that the City Council:

1. Approve the purchase of two 2024 Ford F-150 pickup trucks from Fairway Ford in the amount of \$79,464.88; and
2. Authorize the City Administrator to approve invoice changes up to 10% of the quoted amount; and
3. Authorize the City Administrator and/or his designee to issue a purchase order to Fairway Ford for the trucks and execute all necessary documents, in a form approved by the City Attorney.

(Approved 5-0-0, as recommended)

1.g Consideration of a Resolution Authorizing Application to, and Participation in the Prohousing Designation Program with the State Department of Housing and Community Development (HCD); and Consideration of a Resolution Authorizing Application for, and Receipt of Prohousing Incentive Program Funds.

Fiscal Impact:

There is no immediate financial impact; however, the Prohousing Designation qualifies the City to apply for State funding. On August 15, 2024, HCD released the NOFA for the third round of the Prohousing Incentive Program (PIP Round 3). PIP Round 3 makes approximately \$8 million available for jurisdictions with a Prohousing Designation.

Recommended Action: It is recommended that the City Council:

1. Adopt Resolution No. R-2024-70, a Resolution of the City Council of the City of Placentia, California, authorizing application to and participation in the Prohousing Designation Program; and
2. Adopt Resolution No. R-2024-71, a Resolution of the City Council of the City of Placentia, California, authorizing application for, and receipt of, Prohousing Incentive Program funds.

(Approved 5-0-0, as recommended)

1.h Acceptance of Resignations from the Planning Commission and Appointment of One

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

1. Accept the resignation of Nick Polichetti from the Planning Commission effective November 30, 2024; and
2. Accept the resignation of Susan Silvestri from the Planning Commission effective November 30, 2024; and
3. Appoint previously approved candidate Juan Guerrero to the Planning Commission effective December 1, 2024; and
4. Update the City's master Commission/Committee vacancy list to include one vacancy on the Planning Commission and solicit applications.

(Approved 5-0-0, as recommended)

1.i Approve Purchase Order for Bowman Company for SiFi Inspections

Fiscal Impact:

Expense: \$ 53,000 Agreement with Bowman Company for SiFi Inspections

1. 33,000 Contract Amendment Close-Out for Totum Corporation

Budgeted: \$101,558 FY 2024-25 Operating Budget (103551-6099)

Recommended Action: It is recommended that the City Council:

1. Approve a purchase order with Bowman Company to provide construction inspection services for the Citywide Fiber Optic Deployment Project for a not-to-exceed amount of \$53,000; and Authorize the City Administrator to approve amendments up to 20% of the purchase order amount; and
2. Approve Amendment No. 5 to the Professional Services Agreement with Totum Corporation to close-out the remainder of their work performed through September 2024 for the construction inspection services for the Citywide Fiber Optic Deployment Project to \$633,000.

(Approved 5-0-0, as recommended, motion by Yamaguchi, seconded by Wanke)

2. PUBLIC HEARINGS: None

3. REGULAR AGENDA: None

CITY COUNCIL MEMBERS REQUESTS:

Mayor Yamaguchi requested consensus from Council to have staff prepare a preliminary report about coyotes and agendize at a later City Council meeting.

ADJOURNMENT

The City Council/Successor Agency/ICDA/PPFA Board of Directors adjourned at 8:00 p.m. to a regular City Council meeting on Tuesday, November 19, 2024 at 5:30 p.m.

Jeremy B. Yamaguchi, Mayor/Agency Chair

ATTEST:

Robert S. McKinnell, City Clerk/
Agency Secretary



PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: May 6, 2025

Submitted by: Samantha Byfield

From: Public Works

Subject:

Award of Contract to Colts Landscape, Inc., for Citywide Vine Trimming Services

Financial Impact:

Fiscal Impact:

Expense: \$87,046 Five-Year Contract Total

Budget: \$96,920 Budgeted FY 2025-26 Operating Budget (103655-6115)

Summary:

The proposed five-year agreement is for citywide vine trimming services. The scope of work includes trimming the block wall vines twice per year. This work was previously under contract with another vendor but was withdrawn from that contract due to a pricing discrepancy. Bids for a new vendor were publicly solicited on February 20, 2025, and nine bids were received. After reviewing the bids, Colts Landscape, Inc., was found to be the lowest responsive bidder. Staff recommends that the City Council award a contract to Colts Landscape, Inc., in an amount not-to-exceed \$87,046. Additionally, staff recommends including a 20% contingency in the amount of \$17,409.20 to cover vandalism and additional unforeseen damages.

Recommendation:

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

1. Award a five-year Public Works Agreement to Colts Landscape, Inc., for citywide vine trimming services in an amount not-to-exceed \$87,046; and
2. Authorize the Interim City Administrator to approve contract change orders up to 20% or \$17,409.20 of the contract not-to-exceed amount; and
3. Authorize the Interim City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

Strategic Plan Statement:

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

Discussion:

The Public Works Department is responsible for trimming vines on block walls within the public right-of-way. The work involves trimming all vines two times per year. This work was previously under contract with another vendor but was withdrawn from that contract due to a pricing discrepancy. Bids for a new vendor were publicly solicited on February 20, 2025, and

nine bids were received. A summary of the bid results is in the table below.

Contractor	Bid Amount for Annual Service	Five Year Total
Colts Landscape	\$17,409.20	\$87,046.00
Greenfield Landscaping & Maintenance, Inc.	\$22,500.00	\$112,500.00
Tropical Plaza Nursery, Inc.	\$26,292.72	\$134,963.60
Integrity Arborist and Ecoscape, Inc.	\$32,077.50	\$160,387.50
EMTS, Inc.	\$47,820.00	\$239,100.00
Mariposa Tree Management, Inc.	\$74,999.00	\$374,995.00
So Cal Land Maintenance	\$76,800.00	\$384,000.00
SGD Enterprises	\$114,400.00	\$572,000.00
Nieves Landscape, Inc.	\$120,000.00	\$600,000.00

After reviewing the bids, Colts Landscape, Inc., was found to be the lowest responsive bidder. Staff recommends the City Council award a five-year Public Works Agreement to Colts Landscape, Inc., in an amount not-to-exceed \$87,046. Staff also recommends the City Council include a 20% contingency amount of \$17,409.20, which authorizes additional trimming services should they be needed in the event of vandalism, accidental damage or cleanup following excessive trimmings on the private property side.

Fiscal Impact Summary:

Fiscal Impact:

The recommended actions will approve a five-year Public Works Agreement with Colts Landscape, Inc. for citywide vine trimming services in the amount of \$87,046 and a 20% contingency of \$17,409.20. Services under this agreement will be scheduled after July 1, 2025. Funds to support this contract have been proposed in the operating budgeted amount of \$96,920 for FY 2025-26 and will continue to be requested for future fiscal years through the term of the contract.

Attachments

[PSA - Colts Landscape - Packet](#)

**CITY OF PLACENTIA
MAINTENANCE SERVICES AGREEMENT
WITH
Colts Landscape, Inc.**

THIS AGREEMENT is made and entered into this 6th day of May, 2025 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and Colts Landscape, Inc., a California landscaping company ("Contractor").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Contractor as an independent contractor to provide Citywide Vine Trimming Services, as more fully described herein; and

B. WHEREAS, Contractor represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Contractor desire to contract for the specific services described in Exhibit "A" (the "Project") and desire to set forth their rights, duties, and liabilities in connection with the services to be performed; and

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

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONTRACTOR

1.1. Scope of Services. Contractor shall provide the professional services described in Contractor's Proposal ("Proposal"), attached hereto as Exhibit "A" and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Contractor pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional contractors in similar fields and circumstances in accordance with sound professional practices. Contractor also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Contractor's performance of this Agreement. Contractor shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws and regulations. Officers and employees shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this Section.

1.3. Performance to Satisfaction of City. Contractor agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Administrator or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Contractor to review the quality of the work and resolve the

matters of concern;

- (b) Require Contractor to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Contractor warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State, and local laws and ordinances applicable to the services required under this Agreement. Consultant warrants that it is not suspended or debarred from doing business with the United States government and can legally be paid from federal funds. Contractor shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Contractor's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Contractor shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender, or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

Contractor shall, in all solicitations and advertisements for employees placed by, or on behalf of Contractor shall state that all qualified applicants will receive consideration for employment without regard to age, race, color, religion, sex, marital status, national origin, or mental or physical disability. Contractor shall cause the paragraphs contained in this Section to be inserted in all subcontracts for any work covered by the Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

1.6. Non-Exclusive Agreement. Contractor acknowledges that City may enter into agreements with other Contractors for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Contractor may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Contractor's sole cost and expense. All insurance requirements contained in this Agreement are independently applicable to any and all subcontractors that Contractor may engage during the term of this Agreement.

1.8. Confidentiality. Employees of Contractor in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and

employees of City. Contractor covenants that all data, documents, discussion, or other information developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Contractor without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Contractor's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Contractor shall be paid in accordance with the fee schedule set forth in Exhibit "A". Contractor's total compensation shall not exceed Eighty-Seven Thousand, and Forty-Six Dollars (\$87,046.00, unless authorized herein.

2.2. Additional Services. Contractor shall not receive compensation for any services provided outside the scope of services specified in the Contractor's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the City or the Project Manager for this Project, prior to Contractor performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described "Scope of Services", an additional fee based upon the Contractor's standard hourly rates shall be paid to the Contractor for such additional services. Such increase in additional fees shall be limited to 10% of the total contract sum. The City Administrator is authorized to approve a Change Order for such additional services. Where the original contract is \$40,000.00 or less, City Council approval shall be required prior to any increase bringing the total compensation to more than \$40,000.00.

2.3. Method of Billing. Contractor may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Contractor's services which have been completed to City's sole satisfaction. City shall pay Contractor's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Contractor's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "A". The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts

shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Contractor is encountered, a time extension may be mutually agreed upon in writing by the City and the Contractor. The Contractor shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 60 months, ending on May 6th, 2030, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending, or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least fifteen (15) days prior written notice to Contractor. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Contractor shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates, or abandons a portion of this Agreement such suspension, termination, or abandonment shall not make void or invalidate the remainder of this Agreement.

If the Contractor defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

The City shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement, immediately upon service of written notice of termination on the Contractor, if the latter should:

- a. Be adjudged a bankrupt;
- b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;
- c. Make a general assignment for the benefit of creditors;
- d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;
- e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or
- f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation. In the event of termination, City shall pay Contractor for reasonable costs incurred and professional services satisfactorily performed up to and including

the date of City's written notice of termination within thirty-five (35) days after service of the notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Contractor. City shall not be liable for any claim of lost profits.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Contractor in its performance of this Agreement including, but not limited to, finished or unfinished design, development, and construction documents, data studies, drawings, maps, and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Contractor, at no cost to City. Any use of uncompleted documents without specific written authorization from Contractor shall be at City's sole risk and without liability or legal expense to Contractor.

5.0. INSURANCE

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

Neither the City nor any of its officers, officials, agents, employees, or volunteers makes any representation that the types of insurance and the limits specified to be carried by Contractor under this Agreement are adequate to protect Contractor. If Contractor believes that any such insurance coverage is insufficient, Contractor shall provide, at its own expense, such additional insurance as Contractor deems adequate.

5.2. Deductible or Self-Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.3. Certificates of Insurance. Contractor shall provide to City certificates of insurance showing the insurance coverages, as well as providing the City with the required endorsements, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance and endorsements shall be attached hereto as Exhibit "C" and incorporated herein by this reference.

5.4. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Contractor may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

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

any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

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

Contractor shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives, and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Contractor in the performance of this Agreement. It shall be the Contractor's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Contractor shall refer any decision, which must be made by City, to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager.

Contractor shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement and who shall not be changed by Contractor without the express written approval by the City. Contractor or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence, or other communications concerning this Agreement, or the work hereunder may be provided by personal delivery, facsimile or if mailed, shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONTRACTOR:

Colts Landscape, Inc.
12111 Chapman Avenue
Garden Grove, CA, 92840
Tel: (714) 925-4187

Attn: Alfredo Jimenez

IF TO CITY:

City of Placentia
401 E. Chapman Ave.
Placentia, CA 92870
Tel: (714) 993-8212

Attn: Samantha Byfield

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California. Contractor agrees to submit to the personal jurisdiction of such court in the event of such action.

6.7. Assignment. Contractor shall not voluntarily or by operation of law assign, transfer, sublet, or encumber all or any part of Contractor's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting, or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Contractor of Contractor's obligation to perform all other obligations to be performed by Contractor hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. Consultant agrees to protect, defend, indemnify, and hold free and harmless the City, its officers, officials, agents, employees, and volunteers, at Consultant's sole expense, from and against any and all claims, liabilities, demands, actions, expenses, damages, suits or other legal proceedings brought against the City, its officers, officials, agents, employees, and volunteers arising out of or in any way connected with the performance of the Consultant, its employees, and/or authorized subcontractors' work undertaken pursuant to this Agreement including all acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of the Consultant, its employees and/or subcontractors. The defense obligation provided for hereunder shall apply whenever any claim, action, complaint or suit asserts liability against the City, its officers, officials, agents, employees, and volunteers based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable, and whether or not there is any evidence of fault or wrongdoing by the Consultant, its employees and/or its subcontractors. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Contractor is and shall be acting at all times as an independent contractor and not as an employee of City. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Contractor shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Contractor shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under

this paragraph.

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

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

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

6.12. Ownership of Documents. All findings, reports, documents, information, and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files, and tapes furnished or prepared by Contractor or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Contractor agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City but shall be made available to the City within ten (10) days of request or within ten (10) days of termination. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Contractor. City shall indemnify and hold harmless Contractor from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Contractor. Contractor shall deliver to City any findings, reports, documents, information, data, preliminary notes and working documents, in any form, including but not limited to, computer tapes, discs, files audio tapes, or any other Project related items as requested by City or its authorized representative, at no additional cost to the City. Contractor or Contractor's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information, and data, including, but not limited to, computer tapes, discs, or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 7920.000 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 7924.510, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without

limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Conflict of Interest. Contractor and its officers, employees, associates, and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Contractor and its officers, employees, associates, and subcontractors shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates, or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant's duties and services under this Agreement shall not include preparing or assisting the City with any portion of the City's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the City. The City shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project, if any, have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Consultant pursuant to this Agreement.

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

6.16. Prohibited Employment. Contractor will not employ any regular employee of City while this Agreement is in effect.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Contractor's Proposal.

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

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

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

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

6.22. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

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

6.26. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF PLACENTIA,
A municipal corporation

Thomas R. Hatch, Interim City Administrator

Date: _____

ATTEST:

City Clerk and ex-officio Clerk
of the City of Placentia

CONTRACTOR:

Alfredo Jimenez
Signature

Date: 4-8-'25

Alfredo Jimenez - President
Name and Title

47-1155415
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Risk Management

Date: _____

APPROVED AS TO CONTENT:

Samantha Byfield, Public Works Manager

Date: _____

DEPARTMENTAL APPROVAL:

Chris Tanio, Director of Public Works/City Engineer

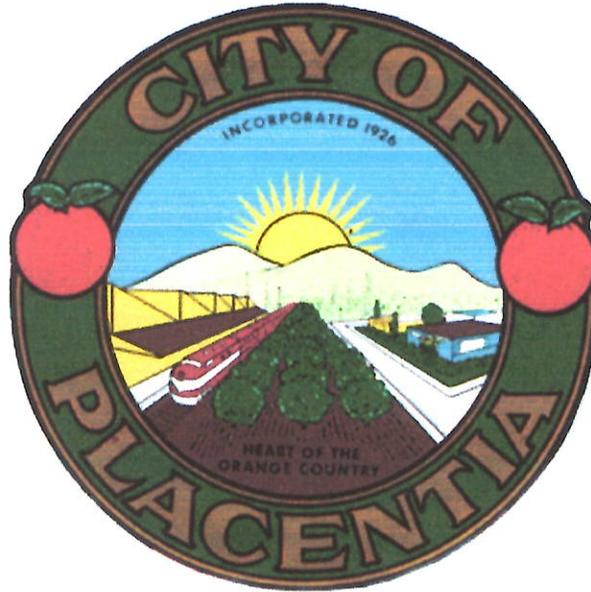
Date: _____

EXHIBIT A
CONTRACTOR'S PROPOSAL AND SCOPE OF WORK

SECTION D GENERAL PROVISIONS

SCOPE OF WORK

The City is soliciting bids to provide vine trimming services citywide two times per year. The height of the vines shall not be more than one foot above retaining wall and shall be trimmed to protrude no more than one foot on all pedestrian sidewalks. Work shall be done in coordination with the Public Works Supervisor. Trimming will commence following July 1, 2025. In following years, trimming will commence following January 1 and July 1 each year.



REQUEST FOR PROPOSAL

**CITY OF PLACENTIA
CITYWIDE VINE TRIMMING SERVICES**

DUE DATE: MARCH 13, 2025 AT 2:00PM

www.coltslandscapeinc.com

12111 Chapman Ave., Garden Grove, CA 92840 • TEL 714-925-8424
CA Contractor's License #996285 A, C-27, D-49

Page 1



Cover Letter

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

RE: RFP Citywide Vine Trimming Services

Dear City Official,

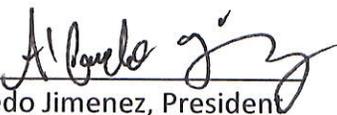
Thank you for allowing us the opportunity to submit this proposal for the City of Placentia Citywide Vine Trimming Service.

Colts Landscape Inc. is a full-service landscape company. Our representative has over 30 years of experience and we are confident the City of Placentia will be extremely satisfied with our services. We pride ourselves on building partnerships that facilitate seamless collaboration throughout the landscape process. Fulfilling your needs is our top priority, and our team works closely with you to keep the experience simple and clear.

We have carefully reviewed the RFP provided and have visited all sites to ensure our proposal responds specifically to your expectations and are looking forward to the selection process.

We will treat this contract with a committed team of professionals to ensure residents and visitors are impressed by the way the City of Placentia is caring for their City's landscape.

Respectfully,



Alfredo Jimenez, President



Qualifications and Related Experience

Colts Landscape was started by Alfredo Jimenez in 2000 and incorporated in 2014. Our company has progressively grown close to 100 employees and continues to grow by building relationships with our clients and providing superior landscape services that exceeds their expectations.

Company information

President: Alfredo Jimenez
California ID: C3673120
Date Incorporated: August 31st, 2014

Office Location

12111 Chapman Ave., Garden Grove, CA 92840
Tel: 714-925-8424
customerservice@coltslandscapeinc.com

Days/Hours of Operations

Monday-Friday | Hours 6:00am-5:00pm
24/7 Emergency Service (after 5pm) 714-925-8424

License & DIR

Contractors State License: 996285, Class C27, C61/D49
DIR: 1000061311

Litigations

None

Principal lines of business

- Commercial, Private & Public Landscape Services
- Landscape Renovations
- Monthly water use report
- Conversion to sustainable landscape
- Irrigation Services
- Day Porter Services
- Tree Care, installation, trimming & removals
- Weed abatement clearance



Qualifications, Related Experience and Staffing

Luis Melecio

Project Manager

Cell: 714-925-4189

Email: lemelecio@coltslandscapeinc.com

Luis Melecio will be the person in-charge responsible for this contract, project management, communication with foreman, field supervisor and primary contact with the City of Placentia. He is capable of verbal and written communication in a professional level of English.

He has over 30 years of work experience conducting and overseeing Public Works, Commercial and Residential landscape maintenance work. With a vast experience in all aspects of irrigation: maintaining, repairing, and diagnosis and water management concepts, with the capability of working with the City staff in implementing more advanced water management strategies.

Luis is responsible for all aspects of project management; emphasizing safety, high quality work, operational efficiency, and exemplary customer service. He also conducts walk-throughs to ensure that punch lists are completed and institutes improvements to enhance the quality of work.

Certifications:

- Over 30 years of experience in landscape maintenance
- Qualified Applicator License: Category B
- Certified Landscape Technician: Irrigation
- Certified Tree Climber
- Certified Irrigation Master Technician
- Certified Arborist - WE-15149A

www.coltslandscapeinc.com

12111 Chapman Ave., Garden Grove, CA 92840 • TEL 714-925-8424

CA Contractor's License #996285 A, C-27, D-49

Page 4



Project Understanding and Work Plan

It is our intention to perform this contract per the requirements as indicated in the proposal documents, Additional Terms and Conditions. We are confident that we can provide a high level of service to the City of Placentia as required in this RFP. All personnel are required to wear their company-issued uniforms with identification clearly visible at all times.

Approach

All required services for the City of Placentia will be provided from our Orange County yard.

Prior to commencement of contract work we thoroughly inspect all areas.

During the meeting, the Account Manager communicates the work task quality requirements and reinforces heightened awareness for critical requirements.

Topic for the meeting include:

- Project requirements per specifications
- Record keeping documents and availability of necessary forms
- Review methods, sequence of work tasks and timeline

Preparatory Site Inspection

The Account Manager will perform a quality inspection of the work area and:

- Assess the required work to be done per specifications
- Assure availability of required equipment and materials to complete the project
- Identify potential problems and develop an action plan to resolve them

Work Plan

All workers/crews assigned to the City of Placentia contract will arrive at various locations per the tasks and per the schedule.

Specialty areas/tasks and less frequent tasks shall be performed by both the on-site workers and/or other crew(s)/staff assigned to this contract.



Traffic Safety

Colts Landscape Inc. follows strict guidelines set by Caltrans, local ordinances, contract specifications, and the Watch book guide or equivalent.

Many of our crews in the divisions of landscape maintenance, landscape construction, and tree care, have extensive experience in traffic control whenever it is required to work along the road or inside medians, flagmen included as necessary.



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CA Contractor's License #996285 A, C-27, D-49

Page 6

SECTION C PROPOSAL

for the

CITYWIDE VINE TRIMMING SERVICES

in the

CITY OF PLACENTIA

TO THE HONORABLE MAY AND MEMBERS OF THE COUNCIL OF PLACENTIA:

In compliance with the Notice Inviting Bids, the undersigned hereby proposes and agrees to perform all the work therein described, and to furnish all labor, material, equipment and incident insurance necessary therefor, in accordance with the Scope of Work as described in the bid documents. The undersigned agrees to perform the work therein to the satisfaction of and under the supervision of the City Engineer of the City of Placentia, and to enter into a contract at the following prices. Contractor shall perform all work under this contract for a period of 60 months starting from the day indicated in the Notice to Proceed.

BIDDER declares that this proposal is based upon careful examination of the work site, plans, specifications, Instructions to Bidders and all other contract documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with the City at the prices set forth in the Bid Schedule. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to City of the guaranty accompanying this proposal.

BIDDER understands that a bid is required for the entire work, that the estimated quantities set forth in the Bid Schedule are solely for the purpose of comparing bids and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. THE CITY RESERVES THE RIGHT TO DELETE ANY ITEM FROM THE CONTRACT. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, fess, etc., and will be guaranteed for a period of 90 days from the bid opening date. If at such time the contract is not awarded, the City will reject all bids and will re-advertise the project. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

If awarded the contract, the undersigned agrees that in the event of the BIDDER'S default in executing the required contract and filing the necessary bonds and insurance certificates within 10 working days after the date of the City's Notice of Award of Contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the City and this bid and the acceptance hereof may, at the City's option, be considered null and void.

Accompanying this proposal is Bidder's Bond in the amount of \$ 8,704.60, which said amount is not less than 10% of the aggregate of the total bid price, as required by Notice Inviting Bids, payable to the City. (Please insert the words "Cash", "Certified Check", or "Bidder's Bond", as the case may be.)

Bidder shall signify receipt of all Addenda here, if any:

Addenda No.	Date Received	Bidder's Signature
No. 1	02/25/2025	
No. 2	03/04/2025	

CITYWIDE VINE LOCATIONS

Street	LF
Placentia Ave	537
Kraemer Blvd	4,068
Valencia Ave	2,097
Richfield Ave	61
Central Ave	126
Golden Ave	3,105
Bastanchury Rd	4,436
Yorba Linda Blvd	797
Palm Dr	1,599
Alta Vista Ava	908
Rose Dr	183
Madison Ave	413
Total Linear Feet	18,330

CITYWIDE VINE TRIMMING SERVICES

BID SCHEDULE

Item Description	Total Annual Cost
Vine trimming for all locations, two times per year	\$ 17,409.20

TOTAL BID PRICE WRITTEN IN FIGURES: \$ 87,045.87 5yr contract

TOTAL BID PRICE WRITTEN IN WORDS: Eighty Seven Thousand Forty Five Dollars and Eighty Seven Cents.

Through submission on PlanetBids, the bidder certifies that he/she has followed the bidder instructions, acknowledges the requirements set forth in this proposal form or bid submission, and has thoroughly checked the figures set forth in the proposal and entered into PlanetBids, that they are correct to the best of his/her knowledge and constitute his/her proposal to perform all the work called out throughout these contract documents.

BID ITEMS TO BE ENTERED ONLINE VIA PLANETBIDS

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Colts Landscape, Inc.
Bidder Name

12111 Chapman Avenue
Business Address

Garden Grove, CA 92840
City, State Zip

(714) 925-8424
Telephone Number

996285 Class C27, C61/D49
State Contractor's License Number and Class

Supplemental License Classification(s)

1000061311
DIR Registration Number and Expiration Date

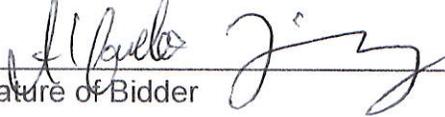
The work site was inspected by Luis Melecio of our office on 02/28/2025, 2025.

The following are persons, firms, and corporations having a principal interest in this proposal:

N/A _____

The undersigned is prepared to satisfy the Council of the City of PLACENTIA of its ability, financially or otherwise, to perform the contract for the proposed work and improvements in accordance with the plans and specifications set forth.

Colts Landscape, Inc.
Company Name


Signature of Bidder

Alfredo Jimenez
Printed or Typed Signature

Subscribed and sworn to before me this ___ day of _____, 2025.

NOTARY PUBLIC _____

NOTARY SEAL

(see attached notary certificate)

CALIFORNIA JURAT
CERTIFICATE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

Subscribed and sworn to (or affirmed) before me on this 12th day of March, 2025

by Alfredo Jimenez _____, proved to me on the basis of

satisfactory evidence to be the person(s) who appeared before me.

Kenny Nhan Tran
Notary Public Signature



(Seal)

OPTIONAL INFORMATION

DOCUMENT

Bidder's Information

(name or type of document)

16
(number of pages)

03/12/2025
(document date)

SIGNER CAPACITY

Self

(capacity claimed by the signer)

NOTICE
THE NOTARY PUBLIC DOES NOT
CERTIFY THE AUTHORIZED
CAPACITY OF THE SIGNER

Listed below are the names, address and telephone numbers for three references, public or private, for which the bidder has performed similar work within the past two years:

1. City of San Clemente - 390 Avenida Pico, Bldg. A San Clemente CA 92672
Name and Address of Public Agency

Name and Telephone No. of Project Manager: Randy Little, City Maintenance Manager 949-899-1223

<u>1,550,495.50</u>	<u>Parks, Streets, Beach, & Pier Maintenance</u>	<u>In-progress</u>
Contract Amount	Type of Work	Date Completed

2. City of Rancho Cucamonga - 8794 Lion Street, Rancho Cucamonga CA 91730
Name and Address of Public Agency

Name and Telephone No. of Project Manager: Steve Relph, Maintenance Supervisor 909-774-4116

<u>669,696.30</u>	<u>General Fund, LMD1, & Pacific Electric Trail Maintenance</u>	<u>In-progress</u>
Contract Amount	Type of Work	Date Completed

3. City of Montclair - 10835 Monte Vista Avenue, Montclair CA 91763
Name and Address of Public Agency

Name and Telephone No. of Project Manager: Alex Cardona, Public Works Operations Asst. Mgr 909-762-1372

<u>755,933.80</u>	<u>Median Island, Parkways, City Parks, Facilities & Ball Fields Maintenance</u>	<u>In-progress</u>
Contract Amount	Type of Work	Date Completed

NONCOLLUSION AFFIDAVIT
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

State of California
ss.
County of Orange

Alfredo Jimenez, being first duly sworn, deposes and says that he or she is President of Colts Landscape, Inc. the party making the foregoing bid that the bid is not made in the interest of, or on the behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Colts Landscape, Inc.
Name of Bidder

Alfredo Jimenez
Signature of Bidder

12111 Chapman Ave., Garden Grove, CA 92840
Address of Bidder

Subscribed and sworn to before me this _____ day of _____, 2025.

NOTARY PUBLIC _____ NOTARY SEAL

(see attached notary certificate)

CALIFORNIA JURAT
CERTIFICATE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Orange }

Subscribed and sworn to (or affirmed) before me on this 12th day of March, 2025,

by Alfredo Jimenez _____, proved to me on the basis of

satisfactory evidence to be the person(s) who appeared before me.

Kenny Nhan Tran
Notary Public Signature



(Seal)

OPTIONAL INFORMATION

DOCUMENT

SIGNER CAPACITY

Noncollusion Affidavit
(name or type of document)

self
(capacity claimed by the signer)

16
(number of pages)

03/12/2025
(document date)

NOTICE
THE NOTARY PUBLIC DOES NOT
CERTIFY THE AUTHORIZED
CAPACITY OF THE SIGNER

UTILITY AGREEMENT

HONORABLE MAYOR AND CITY COUNCIL CITY OF PLACENTIA, CALIFORNIA

The undersigned hereby promises and agrees that in the performance of the work specified in the contract, known as CITYWIDE VINE TRIMMING SERVICES, (I)(we)(it) will employ and utilize only qualified persons, as hereinafter defined, to work in proximity to any electrical secondary or transmission facilities. The term "Qualified Person" is defined in Title 8, California Administrative Code, Section 2700, as follows:

"Qualified Person: *A person who, by reason of experience or instruction, is familiar with the operation to be performed and the hazards involved."*

The undersigned also promised and agrees that all such work shall be performed in accordance with all applicable electrical utility company's requirements, Public Utility Commission orders, and State of California Cal-OSHA requirements.

The undersigned further promises and agrees that the provisions herein shall be and are binding upon any subcontractor or subcontractors that may be retained or employed by the undersigned, and that the undersigned shall take steps as are necessary to assure compliance by any said subcontractor or subcontractors with the requirements contained herein.

Colts Landscape, Inc.

Contractor

By



President

Title

Date: 3/12/25

WORKERS COMPENSATION INSURANCE CERTIFICATE

Pursuant to Section 1861 of the State Labor Code, each contractor to whom a public works contract has been awarded shall sign the following certificate.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Colts Landscape, Inc.
Contractor

By 

President
Title

Date: 3/12/25

**UNDERGROUND SERVICE ALERT
IDENTIFICATION NUMBER**

(To be completed only by the awarded Contractor prior to excavation)

No excavation will be permitted until this form is completed and returned to the CITY.

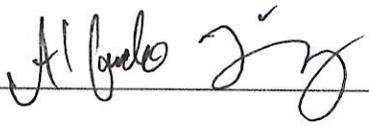
Section 4216/4217 of the Government Code requires a Dig Alert Identification Number be issued before a Permit to Excavate will be valid.

To obtain a Dig Alert Identification Number, call Underground Service Alert at **1-800-422-4133** a minimum of two working days before scheduled excavation.

Dig Alert Identification Number. _____

Colts Landscape, Inc.

Contractor

By  _____

President
Title

Date: 3/17/25

Note: *This form is required for every **Dig Alert Identification Number** issued by U.S.A. during the course of the Work. Additional forms may be obtained from the CITY upon request.*

NOTICE OF AFFIRMATIVE ACTION

By submitting a proposal on any job or entering into any contractual agreement with the City of Placentia, the undersigned agrees not to discriminate in employment decisions against any person on account of race, creed, national origin, ethnic background, color, sex, age, or handicap in performing the work required under this proposal.

ACKNOWLEDGED this 17 day of March, 2025, at Garden Grove CA.

Alfredo J. J.
Authorized Signature

President
Position

Colts Landscape, Inc.
Company

(see attached notary certificate)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF
ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On March 12th, 2025 before me, Kenny Nhan Tran, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Kenny Nhan Tran
Notary Public Signature



(Seal)

OPTIONAL INFORMATION

DOCUMENT

Notice of Affirmative Action
(name or type of document)

SIGNER CAPACITY

Self
(capacity claimed by the signer)

16
(number of pages)

03/12/2025
(document date)

NOTICE
THE NOTARY PUBLIC DOES NOT
CERTIFY THE AUTHORIZED
CAPACITY OF THE SIGNER

CITYWIDE VINE TRIMMING SERVICES

BIDDER'S BOND

(To Accompany Contract Proposal)

KNOW ALL MEN BY THESE PRESENTS,

That Colts Landscape, Inc., as PRINCIPAL, and United Surety Insurance Company, as SURETY, are held and firmly bound unto the City of Placentia in the sum of TEN PERCENT (10%) of the total amount of the bid of said PRINCIPAL, to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

In no case shall the liability of said SURETY here under exceed the sum of

\$ Ten Percent of Bid (10%)

THE CONDITION OF THIS OBLIGATION IS SUCH THAT,

WHEREAS, said PRINCIPAL has submitted the above-mentioned bid to the City of Placentia for certain construction for which bids are to be submitted via Planet Bids on March 6, 2025, for:

CITYWIDE VINE TRIMMING SERVICES

NOW, THEREFORE, if the aforesaid PRINCIPAL is awarded the contract and within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written consent in the prescribed form in accordance with the bid, and files the two bonds with the City of Placentia, one to guarantee faithful performance and the other to guarantee payment for Labor and Materials as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, said SURETY shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this
13th day of March 2025.

PRINCIPAL

BY: Colts Landscape inc

Title

BY: Alfredo Jz

President

Title

(SEAL)

SURETY

United Surety Insurance Company

303 Congress Street, Suite 502
Boston, MA 022

Address

Anthony Balzano

Anthony Balzano Attorney In Fact

(SEAL)

Instructions: If the Contractor is a corporation, the agreement must be executed in the corporate name and signed by the President or Vice President and the Secretary or Assistant Secretary, and the corporate seal affixed. If the Contractor is an individual doing business under a fictitious name, it must be signed by all persons having an interest in the business, and the fictitious name must be signed also. All bond signatures must be notarized. The standard printed bid bond form of any bonding company approved by the City pursuant to Item 7, "Insurance Policies and Bonds", in the Instructions to Bidders may be used in lieu of the foregoing approved sample bond form provided the security stipulations protecting the City are in any way reduced by use of the surety company's standard printed form.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Ohio
County of Hamilton)

On 3/13/25 before me, Jessica M. Doll, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Jessica M. Doll



JESSICA M. DOLL
Notary Public, State of Ohio
My Commission Expires:
April 15, 2028

(Seal)



POWER OF ATTORNEY

171372

KNOW ALL MEN BY THESE PRESENTS: That United Casualty and Surety Insurance Company, a corporation of the State of Nebraska, and US Casualty and Surety Insurance Company and United Surety Insurance Company, assumed names of United Casualty and Surety Insurance Company (collectively, the Companies), do by these presents make, constitute and appoint:

**Kelly Specht, Kandis Gregory, Anthony Balzano, JoAnn Smith, Cynthia S. Richter, Richard J. Taylor, Madeline Brown, Zachary R. Bradley
Donna Stolzenbach, Felicia Thomas, Dawn E. Gittens, Rick Bredow, Ralph Earl Brown III**

its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed Three Million Five Hundred Thousand & 00/100 Dollars (\$3,500,000.00)**. This Power of Attorney shall expire without further action on December 31st, 2026.

This Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Companies at a meeting duly called and held on the 1st day of July, 1993:

Resolved that the President, Treasurer, or Secretary be and they are hereby authorized and empowered to appoint Attorneys-in-Fact of the Company, in its name and as its acts to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected Officers of the Company in their own proper persons.

That the signature of any officer authorized by Resolutions of this Board and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereunto affixed, this 22nd day of January, 2025

**UNITED CASUALTY AND SURETY INSURANCE COMPANY
US Casualty and Surety Insurance Company
United Surety Insurance Company**



Corporate Seals

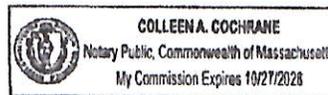
R. Kyle Fowler
R. Kyle Fowler, Treasurer

Commonwealth of Massachusetts
County of Suffolk ss:

On this 22nd day of January, 2025, before me, Colleen A. Cochrane, a notary public, personally appeared, R. Kyle Fowler, Treasurer of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the Commonwealth of Massachusetts that the foregoing paragraph is true and correct.
WITNESS my hand and seal.

Colleen A. Cochrane (Seal)
Notary Public Commission Expires: 10/27/2028



I, Robert F. Thomas, President of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Boston, Massachusetts this 13th day of

March, 2025

Corporate Seals



Robert F. Thomas
Robert F. Thomas, President

TO CONFIRM AUTHENTICITY OF THIS BOND OR DOCUMENT EMAIL: CONFIRMBOND@UNITEDCASUALTY.COM



**CITY OF PLACENTIA
CALIFORNIA**

OFFICIAL NOTICE

**CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR**

CITYWIDE VINE TRIMMING SERVICES

ADDENDUM NO. 1

The following changes to the Contract Documents for the above project shall be incorporated into the Contract and Specifications as part of this maintenance contract.

This addendum forms a part of the Contract Documents and modifies the original Bidding Documents.

A handwritten signature in blue ink that reads 'Samantha Byfield'.

Samantha Byfield
Public Works Manager
Date: February 25, 2025

February 25, 2025

Subject: ADDENDUM # 1 – CITYWIDE VINE TRIMMING SERVICES

This Addendum forms a part of the contract documents and specifications for the abovementioned contract services and modifies the original bid specifications, as indicated below. Portions of the bid specifications not specifically mentioned in this Addendum remain in force.

The contract documents and specifications for the **Citywide Vine Trimming Services** have been amended to include the following changes:

Q&A

In response to submitted questions, please see the questions and answers below.

Question 1: Is there a map or can you provide more details on the locations and limits?

Answer 1: Information is provided in the tables and map below.

Placentia Ave - Bastanchury to Rolling Hills Northbound
Bastanchury Road – Wooden Drive
Wooden Drive – Rospaw Way
Rospaw Way – Clairmont Ave
Clairmont Ave – Montessori Ave
Montessori Ave – Rolling Hills Drive

Kraemer - Santa Rosa to Madison - Southbound
Santa Rosa Way – Borromeo Ave
Bickford Street – Bastanchury Road
Bastanchury Road – Livingston Ave
Livingston Ave – Yorba Linda Blvd
Pageantry Drive – Madison Ave

Kraemer - Madison to Golden - Northbound
Madison Ave – Fairway Lane
Fairway Lane – Cielo Way
Yorba Linda Blvd – Cimarron Ave
Cimarron Ave – Hudson Ave
Hudson Ave – Savannah Ave
Savannah Ave – Bastanchury Road
Bastanchury Road – Borromeo Ave
Borromeo Ave – Somerset Drive
Somerset Drive – Patrician Lane
Patrician Lane – Bagnall Drive
Bagnell Drive – Golden Ave

Palm Drive - Angelina to Holt Drive Eastbound
Cypress Point Drive – Burgundy Way
Burgundy Way – Valencia Ave
Valencia Ave – Galway St
Galway St – Holt Drive

Palm Drive - Roxborough Drive to Valencia Ave Westbound
Roxborough Drive – Valencia Ave

Yorba Linda Blvd - Valencia Ave to Palm Drive Westbound
Valencia Ave – Havasu Drive
Havasu Drive – Brookhaven Ave
Brookhaven – Palm drive

Golden Ave – Kraemer Blvd to California St Eastbound
Kraemer Blvd – Golden Way
Golden Way – Valencia Ave
Valencia – Mc Cormick Ln
Mc Cormick Ln – California St

Golden Ave – California to Mc Kinley Drive Westbound
California St – Cartlen Drive
Valencia Ave – Navajo Ave
Cherokee Ave – Mc Kinley Drive

Bastanchury - Spahn Ln to City Limit Westbound
Spahn Ln – Mc Cormick Ln
Cartlen Dr – Longfellow Way
Longfellow – Valencia Ave
Michel Way – Brookhaven Ave
Brookhaven – Sarah Way
Sarah Way – Kraemer Blvd
Kraemer Blvd – Young Drive
Young Drive – Tuffree Blvd
Tuffree Blvd – Hock Ave
Hock Ave – Wooden Drive
Wooden Drive – Placentia Ave
Placentia Ave – Key Drive
Key Drive – Gilman Cir
Gilman Cir – City limit

Bastanchury Road – City Limit to Mc Cormick Ln Eastbound
City Limit – Cambridge Ave
Placentia Ave – Tuffree Blvd
Tuffree Blvd – Kraemer Blvd
Kraemer Blvd - Brookhaven Ave
Valencia Ave – Faulkner Ave
Faulkner Ave – Harte Way
Harte Way – Mc Cormick Ln

Alta Vista Ave - Sue Drive to Hollyhock Westbound
Sue Drive - Magnolia Ave
Magnolia Ave – Jasmine Cir
Jasmine Cir – Hollyhock Ln

Valencia – Six Nations Ave to Yorba Linda Blvd Southbound
Six Nations Ave – Golden Ave
Golden Ave – Purdy Ave
Purdy Ave – Haiber Way
Haiber Way – Somerset Drive
Somerset Drive – Swanson Ave
Swanson Ave – Bastanchury
Tahoe Drive – Yorba Linda Blvd

Valencia Ave – Palm Drive to Lemke Drive Northbound
Palm Drive – Rockaway Drive
Highlander Ave – Yorba Linda Blvd
Shady Ln – Holmes Ave
Holmes Ave – Bastanchury Road
Bastanchury Road – Swanson Ave
Swanson – Lemke Drive

Richfield Road Southbound
Vincente Ave - Barcelona

Central - Chapman Ave To Stanford Drive Southbound
Stanford – Chapman Ave

Rose Drive Northbound
Palm Drive – Valparaiso Way



Question 2: Could you provide an exact site location(s) that we can check out. Also can you post a photo of vine from your location(s).

Answer 2: See response to Question 1 for location information. As noted in the bid documents, prospective bidders are welcome to inspect the areas to satisfy themselves regarding conditions prior to bid submission. The locations are within the public right-of-way and accessible at any time for inspection or review.

Question 3: Can this project be done with a C61/D49 instead of a C27

Answer 3: No, this City is requiring a C-27, Landscaping Contractor, license for this work.

Question 4: Don you have any maps to identify where the vines are location on the streets you have listed

Answer 4: See response to Question 1 for location and map information.

A signed and acknowledged copy of this Addendum 1 must be included with sealed bid, submitted to the City by 2:00 p.m. on Thursday, March 13, 2025. Bids not containing Addendum 1 shall be deemed non-responsive and rejected.

Addendum 1 was received on: 2/25/25
Date

Signed: [Signature]
Company Representative



**CITY OF PLACENTIA
CALIFORNIA**

OFFICIAL NOTICE

**CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR**

CITYWIDE VINE TRIMMING SERVICES

ADDENDUM NO. 2

The following changes to the Contract Documents for the above project shall be incorporated into the Contract and Specifications as part of this maintenance contract.

This addendum forms a part of the Contract Documents and modifies the original Bidding Documents.

Samantha Byfield
Public Works Manager
Date: March 4, 2025

March 4, 2025

Subject: ADDENDUM # 2 – CITYWIDE VINE TRIMMING SERVICES

This Addendum forms a part of the contract documents and specifications for the abovementioned contract services and modifies the original bid specifications, as indicated below. Portions of the bid specifications not specifically mentioned in this Addendum remain in force.

The contract documents and specifications for the **Citywide Vine Trimming Services** have been amended to include the following changes:

Q&A

In response to submitted questions, please see the questions and answers below.

Question 1: Regarding vine dimensions the top to be kept under 1' above the wall edge: Are there any transects that should be pruned at specific heights below the wall edge? If so which and how much?

Answer 1: The maximum height shall be one foot, but it may be cut lower if needed, down to the height of the cinder block.

Question 2: Regarding vine dimensions the top to be kept under 1' above the wall edge: Are there any transects that are to be cut to 1/2ft or less above the wall edge.

Answer 2: See response to Question 1.

Question 3: What is the term length of this contract? If more than 1 year, will the city allow for annual wage increase negotiations?

Answer 3: As noted in the bid specifications, the term of the agreement will be 60 months/five years. Submissions should include rates applicable for the full term of the agreement.

END OF ADDENDUM 2

A signed and acknowledged copy of this Addendum 1 must be included with sealed bid, submitted to the City by 2:00 p.m. on Thursday, March 13, 2025. Bids not containing Addendum 1 shall be deemed non-responsive and rejected.

Addendum 2 was received on: 3/4/25
Date

Signed: 
Company Representative

EXHIBIT B
INSURANCE REQUIREMENTS

EXHIBIT B

INSURANCE REQUIREMENTS

A. Minimum Scope and Limits of Insurance

City reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance, including any extension thereof, of this Agreement.

Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement, including any extension thereof, all of the following minimum scope of insurance coverages:

1. Commercial General Liability Insurance

Broad-form commercial general liability, with coverage at least as broad as the most current version of ISO Commercial General Liability coverage form CG 00 01, in a form at least as broad as ISO form CG 00 01 04 13, and shall include insurance for premises and operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and personal and advertising injury with a policy limit of not less than Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) general aggregate. The aggregate limit, encompassing the above coverage, shall apply separately to this project/location. If Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

2. Business Automobile Liability Insurance

Business automobile liability for all owned, hired, leased, and non-owned vehicles at least as broad as the most current version of ISO Business Auto Coverage form CA 00 01, with a policy limit of not less than Two Million Dollars (\$2,000,000.00) combined single limit per accident. If Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

3. Workers' Compensation and Employer's Liability Insurance

Workers' compensation insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000.00) per accident for any employee or employees of Consultant. Consultant agrees to waive and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, officials, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

By signing this Agreement, the Consultant acknowledges and agrees to the following:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

The Consultant shall also comply with Section 3800 of the Labor Code by securing, paying for, and maintaining in full force and effect for the duration of this Agreement, complete workers' compensation insurance, and shall furnish a certificate of insurance to the Project Manager before execution of this Agreement by the City. The City, its officers, officials, agents, employees, and volunteers shall not be responsible for any claims in law or equity occasioned by failure of the Consultant to comply with this Section.

4. Standards for Insurance Companies

All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commission to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide.

B. Documentation and Other Provisions

1. The commercial general liability insurance policy and business automobile liability policy shall be endorsed to contain the following: The City of Placentia, its officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied, or used by the Consultant; and automobiles owned, leased, hired, or borrowed by the Consultant. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as one of the following ISO ongoing operations forms: CG 20 10 or CG 20 26 or CG 20 33 (not allowed from subcontractors), or CG 20 38; and one of the following ISO completed operations forms: CG 20 37, 2039 (not allowed from subcontractors), or CG 20 40.
2. Said policies shall not terminate, nor shall they be cancelled or coverage reduced, without at least thirty (30) days' written notice to the City. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any cancelled policy or reduction in the required coverage limits, the City may procure such insurance at Consultant's sole cost and expense.
3. The Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Placentia, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Placentia shall be excess and not contributing with the insurance provided by this policy.
4. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Placentia, its officers, officials, agents, employees, and volunteers.

- 5. Defense fees and costs shall not deplete the limits of any insurance provided under this Agreement.**
6. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
7. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure the City is an additional insured on insurance required from subcontractors.
8. Consultant agrees to waive, and to obtain endorsements from insurers waiving, subrogation rights against the City, its officers, officials, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their insurance policies.
9. Coverage shall be on a standard occurrence form. Claims-made forms are not acceptable. Modified, limited, or restricted occurrence forms are not acceptable.

EXHIBIT C
CERTIFICATES OF INSURANCE AND ENDORSEMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/17/2025

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

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

PRODUCER Champion Risk & Insurance Services, L.P. 12264 El Camino Real, Ste 350 San Diego CA 92130	CONTACT NAME: PHONE (A/C, No, Ext): 858-369-7900 FAX (A/C, No): 800-829-0807 E-MAIL ADDRESS: certsonly@championrisk.com	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED COLTLAN-01 Colts Landscape Inc. 12111 Chapman Ave Garden Grove CA 92840	INSURER A : Omaha National Casualty Company 32107	
	INSURER B : Middlesex Insurance Company 23434	
	INSURER C :	
	INSURER D :	
	INSURER E :	
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 1552308170 **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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <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	Y	A0279124004	4/15/2025	4/15/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	A0279124001	4/15/2025	4/15/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			A0279124005	4/15/2025	4/15/2026	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 Prod/Comp Ops Agg \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	ONCC1701242301	1/6/2025	1/6/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ON A PRIMARY AND NON-CONTRIBUTORY BASIS WITH RESPECTS TO GENERAL & AUTO LIABILITY INSURANCE WHERE REQUIRED BY WRITTEN CONTRACT, SUBJECT TO POLICY TERMS AND CONDITIONS, AND ATTACHED FORMS. WAIVER OF SUBROGATION APPLIES PER ATTACHED FORM(S).
The City of Placentia, its officers, officials, agents, employees, and volunteers are included as additional insureds, when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Placentia 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 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONTRACTORS BLANKET ADDITIONAL INSUREDS,
PRIMARY & NONCONTRIBUTORY, WAIVER OF
SUBROGATION**

This endorsement modifies the coverage provided under the following Coverage Form(s):

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Coverage enhancements are listed below. For details of each coverage, please read the corresponding policy provisions in the body of this endorsement.

- 1. Additional Insureds - Automatic Status for 13 Additional Insured Types**
 - A. Owners, Lessees Or Contractors - Automatic Status When Required In A Written Construction Agreement With You
 - B. Owners, Lessees Or Contractors - Automatic Status When Required In Written Construction Agreement With You (Completed Operations)
 - C. State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations
 - D. Lessor of Leased Equipment
 - E. Owners or Other Interests From Whom Land Has Been Leased
 - F. Manager or Lessor of Premise
 - G. Mortgagee, Assignee, or Receiver
 - H. Controlling Interest
 - I. Co-owner Of Insured Premises
 - J. Executors, Administrators, Trustees Or Beneficiaries
 - K. State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises
 - L. Vendors
 - M. Grantor of Franchise
- 2. Primary and Noncontributory - Other Insurance Condition**
- 3. Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation) - Automatic**

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

1. Additional Insureds - Automatic Status for 13 Additional Insured Types

Section II - Who Is An Insured is amended to include the following as additional insureds when you have agreed to add that person or organization as an Additional Insured on your policy in a written contract or written agreement with that person or organization, or because of a permit issued by a state or political subdivision; provided the injury or damage occurs subsequent to the execution of the contract or agreement or issuance of the permit and while the contract, agreement or permit remains in effect.

A. Owners, Lessees Or Contractors - Automatic Status When Required In A Written Construction Agreement With You

- 1) A person or organization with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf;in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

- 2) With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- b. "Bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

B. Owners, Lessees Or Contractors - Automatic Status When Required In Written Construction Agreement With You (Completed Operations)

- 1) Any person(s) or organization(s) with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard", but only when that portion of the "products-completed operations hazard" is not excluded by endorsement.

- 2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision, subject to the following provisions:

- 1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

- 2) This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

D. Lessor of Leased Equipment

- 1) Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).
- 2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

E. Owners or Other Interests From Whom Land Has Been Leased

- 1) Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the land leased to you by the additional insured person(s) or organization(s).
- 2) With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to lease that land;
- b. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured person(s) or organization(s).

F. Manager or Lessor of Premise

Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you by the additional insured person(s) or organization(s), subject to the following additional exclusions:

This insurance does not apply to:

- 1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- 2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

G. Mortgagee, Assignee, or Receiver

Any person(s) or organization(s) with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of a premises by you.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured person(s) or organization(s).

H. Controlling Interest

- 1) Any person(s) or organization(s) with respect to their liability arising out of:
 - a. Their financial control of you; or
 - b. Premises they own, maintain or control while you lease or occupy these premises.
- 2) This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

I. Co-owner Of Insured Premises

Any person(s) or organization(s) with respect to their liability as co-owner of a premises co-owned by you and covered under this insurance.

J. Executors, Administrators, Trustees Or Beneficiaries

Any executor, administrator, trustee or beneficiary of your estate or living trust while acting within the scope of their duties as such.

K. State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises

Any state or governmental agency or subdivision or political subdivision, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- 1) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
- 2) The construction, erection or removal of elevators; or
- 3) The ownership, maintenance or use of any elevators covered by this insurance.

L. Vendors

- 1) Any person(s) or organization(s) (referred to throughout this endorsement as vendor), but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

However:

- a. The insurance afforded to such vendor only applies to the extent permitted by law; and
 - b. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.
- 2) With respect to the insurance afforded to these vendors, the following additional exclusions apply:
 - a. The insurance afforded the vendor does not apply to:

- 1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- 2) Any express warranty unauthorized by you;
- 3) Any physical or chemical change in the product made intentionally by the vendor;
- 4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- 5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- 6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- 7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- 8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) The exceptions contained in Subparagraphs d. or f.; or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

M. Grantor of Franchise

Any person(s) or organization(s) with respect to their liability as grantor of a franchise to you.

However:

1. The insurance afforded to such additional insureds 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.

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.

If there is any difference in coverage afforded to an additional insured in this endorsement and that provided under another additional insured endorsement attached to this policy, the broader coverage will apply to that additional insured.

2. Primary And Noncontributory Insurance

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

3. Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation) - Automatic

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Conditions:**

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EACH CONSTRUCTION PROJECT GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Policy Maximum Each Construction Project General Aggregate Limit: \$10,000,000

Designated Construction Project(s): All construction projects away from premises owned by or rented by insured

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I - Coverage A**, and for all medical expenses caused by accidents under **Section I - Coverage C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Subject to **Paragraph 2.** below, a separate **Each Construction Project General Aggregate Limit** applies to each designated construction project, and that limit is equal to the amount of the **General Aggregate Limit shown in the Declarations.**
 2. If shown in the **Schedule**, the **Policy Maximum Each Construction Project General Aggregate Limit** is the most we will pay for the sum of all damages paid under all **Each Construction Project General Aggregate Limits** included in this policy.
 3. Subject to **Paragraph 2.** above, the **Each Construction Project General Aggregate Limit** is the most we will pay for the sum of all damages under **Coverage A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **Coverage C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 4. Subject to **Paragraph 2.** above, any payments made under **Coverage A** for damages or under **Coverage C** for medical expenses shall reduce the **Each Construction Project General Aggregate Limit** for that designated construction project. Such payments shall not reduce the **General Aggregate Limit shown in the Declarations** nor shall they reduce any other **Each Construction Project General Aggregate Limit** for any other designated construction project shown in the **Schedule** above.
 5. Subject to **Paragraph 2.** above, the limits shown in the **Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense** continue to apply. However, instead of being subject to the **General Aggregate Limit** shown in the **Declarations**, such limits will be subject to the applicable **Each Construction Project General Aggregate Limit.**

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I - Coverage A**, and for all medical expenses caused by accidents under **Section I - Coverage C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the **Schedule** above:
1. Any payments made under **Coverage A** for damages or under **Coverage C** for medical expenses shall reduce the amount available under the **General Aggregate Limit** or the **Products-completed Operations Aggregate Limit**, whichever is applicable; and
 2. Such payments shall not reduce any **Each Construction Project General Aggregate Limit** provided under this policy.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the **Products-completed Operations Aggregate Limit**, and not reduce the **General Aggregate Limit** nor any **Each Construction Project General Aggregate Limit** provided under this policy.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of **Section III - Limits Of Insurance** not otherwise modified by this endorsement shall continue to apply as stipulated.

SPECIAL BROAD FORM AUTO ENDORSEMENT

This endorsement modifies Insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

1. Broadened Who Is An Insured

Under **Section II - Covered Autos Liability Coverage**, the following is added to **Coverage A.1. Who Is An Insured**:

d. Employees As Insureds

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or personal affairs.

e. Newly Acquired Organizations

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

1. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period; whichever is earlier; and
2. Coverage does not apply to "bodily injury", "property damage" or "covered pollution cost or expense" that occurred before you acquired or formed the organization.

f. For Any Covered "Auto":

Who Is An Insured is amended to include as an insured any organization or subsidiary thereof which is a legally incorporated entity of which you own a financial interest of more than 50 percent of the voting stock on the effective date of this endorsement.

This provision applies only if there is no similar insurance available to the entity described above.

2. Additional Insured by Contract, Agreement or Permit

SECTION II - LIABILITY COVERAGE, Paragraph **A.1. Who is An Insured** is amended to include the following as an "insured":

- A.** Any person or organization, where you have agreed by written contract to add as an additional insured, is an insured 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 Coverage Form.

The insurance afforded under this provision only applies if the "bodily injury" or "property damage" occurs:

1. During the policy period, and
2. After the execution of such written contract, and
3. Prior to the expiration of the period that the written contract requires such insurance to be provided to the additional insured.

- B.** This insurance is primary to and will not seek contribution from any other auto insurance issued to the person or organization in the schedule under your policy provided that:

1. The person or organization is a Named Insured under such other insurance; and
2. Prior to the "accident" you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the person or organization.

3. Waiver of Transfer of Rights of Recovery

The Transfer of Rights of Recovery Against Others to Us Condition does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with the respect to coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

- A.** Under a written contract or agreement with such person(s) or organization(s), and
- B.** Prior to the "accident" or the "loss."

4. Broadened Supplementary Payments

Coverage Extension **2.a. Supplementary Payments** under **Section II - Covered Autos Liability Coverages** is amended as follows:

- A.** Paragraph **2.a.(2)** is amended to pay up to \$3,000 for cost of bail bonds; and

B. Paragraph 2.a.(4) is amended to pay for loss of earnings up to \$500 a day because of time off from work.

5. Fellow Employee Bodily Injury Extension

The Fellow Employee exclusion contained in **Section II - Covered Autos Liability Coverage** does not apply.

6. Accidental Airbag Discharge

The following is added to Exclusion B.3.a. under **Section III - PHYSICAL DAMAGE:**

This exclusion does not apply to the accidental discharge of an airbag in a covered auto for a loss that Physical Damage Coverage is shown in the Declarations.

7. Towing

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" that is a private passenger type, light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

8. Physical Damage Coverage Extensions

The following replaces the **Coverage Extensions** under **Section III - PHYSICAL DAMAGE:**

a. Transportation Expenses

We will pay up to \$75 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger, truck or van type with a Gross Vehicle Weight of less than 10,000 pounds.

We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expense if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or

- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$50 per day, to a maximum of \$1,500.

9. Rental Reimbursement

A. For any covered "auto" for which Comprehensive and Collision coverages are provided, we will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto".

B. We will pay up to the limit shown in the Declarations for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.

C. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

1. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.
2. The number of days shown in the Schedule.

D. Our payment is limited to the lesser of the following amounts:

1. Necessary and actual expenses incurred.
2. The maximum payment stated in the Schedule applicable to "any one day" or "any one period".

E. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

F. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

- G. Our payment under this coverage extension is excess over any other rental reimbursement coverage available to you.

10. Hired Auto Physical Damage

- A. If you have Comprehensive or Specified Causes of Loss and Collision Coverages provided on your owned "autos" you may extend Physical Damage Coverage to any "autos" you lease, hire, rent or borrow; provided you have Liability Coverage for hired "autos".
- B. The hired "auto" must be of like kind and used as the "autos" owned and covered under this Coverage Form.
- C. The most we will pay for "loss" to any hired "auto" in any one "accident" is the least of the following amounts:
 - (1) \$75,000
 - (2) The actual cash value of the hired "auto" at the time of the "loss"
 - (3) The cost of repairing or replacing the hired auto with other property of like kind and quality
- D. The following deductible provisions apply:
 - (1) The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage shown in the Declarations.
- E. Any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto" under this coverage extension.

11. Auto Loan And Lease Gap Coverage

Section III - PHYSICAL DAMAGE is amended by the addition of the following:

- A. In the event of a total "loss" to a covered "auto" shown in the Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:
 - (1) The amount paid under the policy's Physical Damage Coverage; and
 - (2) Any:
 - (a) Overdue or any deferred lease/loan payments at the time of the "loss";
 - (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (c) Security deposits not returned by the lessor;
 - (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

- (e) Carry-over balances from previous loans or leases.

- B. This coverage extension applies to covered autos that are loaned or leased for a period of six months or longer and which have been provided Physical Damage Coverage. The "loss" must be caused by damage for which coverage is shown in the Declarations.

- C. For the purposes of this clause, the following is added to the Other Insurance Condition in the Business Auto Coverage Form:

The insurance provided by the Auto Loan and Lease Gap Coverage is excess over any other collectible insurance including but not limited to any coverage provided by or purchased from the lessor or any financial institution.

12. Personal Effects

The following is added to **A.4. Coverage Extensions** under **Section III - Physical Damage Coverage**:

- A. We will extend Physical Damage Coverage on a covered "auto" to include personal property owned by you, a relative or an "employee" that is in the covered "auto" at the time of "loss". The "loss" must be caused by damage for which coverage is shown in the Declarations. There must be evidence of forced entry for loss caused by theft.
- B. The exclusion referring to tapes, records, discs or other similar audio, visual or data electronic devices designated for use with audio, visual or data electronic equipment does not apply.
- C. The most we will pay for any one "loss" under this coverage extension is \$2,000. No Physical Damage Coverage deductible applies to this coverage extension.
- D. Coverage provided by this Personal Effects extension is excess over any other collectible insurance.
- E. The coverage extension does not apply to the following property:
 - (1) Any device designed or used to detect speed-measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed-measurement equipment;
 - (2) Tools;
 - (3) Jewelry, precious metals and loose gems;
 - (4) Money and securities; or

- (5) Property specifically insured or covered under the Business Personal Property Coverage of this policy.

13. Glass Deductible

Under **Section III - PHYSICAL DAMAGE**, the following is added to **A.3. Glass Breakage - Hitting A Bird Or Animal - Falling Objects Or Missiles** Coverage:

The Comprehensive Coverage deductible shown in the Declarations does not apply to glass breakage if such glass is repaired rather than replaced.

14. Broad Knowledge Of Accident, Claim, Suit Or Loss

Under **Section IV - Business Auto Conditions**, the following is added to **Loss Conditions A.2. Duties In The Event Of Accident, Claim, Suit Or Loss**:

Knowledge of an "accident", claim, "suit" or "loss" by an agent or "employee" of an insured or receipt of any demand, notice, summons or other legal paper in connection with a claim or "suit" by any agent or "employee" of any insured shall not in itself constitute knowledge of the named insured or receipt of the named insured, unless a partner, member, manager, executive officer or director shall have such knowledge or shall have received such demand, notice, summons or legal paper.

15. Unintentional Failure To Disclose Hazards

Under **Section IV - Business Auto Conditions**, the following is added to **General Conditions B.2. Concealment, Misrepresentation Or Fraud**:

If in your representations to us you unintentionally failed to disclose all hazards and exposures subject to this insurance, we shall not deny all coverage under this policy because of such oversight.

16. Mental Anguish

A. The definition of "bodily injury" under **Section V - Definitions** is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including "mental anguish" or death resulting from any of these at any time.

B. The following definition is added to **Section V - Definitions**:

"Mental anguish" means extreme pain or distress inflicted upon an individual's emotional and intellectual condition with regard to the individual's response to the environment.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

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

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

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

Named Insured:
Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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.

Blanket Waiver: The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Specific Waiver: The additional premium for this endorsement shall be 5% of the California workers' compensation premium otherwise due on such remuneration.

Person or Organization	Schedule	Job Description
Blanket Waiver of Subrogation		As respects to all CA jobs performed by the named insured during the policy period where by written contract a waiver of subrogation is required prior to the commencement of work.

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 01/06/2025
Insured
Colts Landscape, Inc.

Policy No. ONCC17012423-01 Endorsement No.
Insurance Company Omaha National Casualty Company

Countersigned By Reagan P. Hall



PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: May 6, 2025

Submitted by: Chris Tanio

From: Public Works

Subject:

Agreement with PowerPlus for Temporary Electrical Power at Placentia Public Safety Center

Financial Impact:

Fiscal Impact:

Expense:	\$100,000	Service Cost
	<u>\$ 10,000</u>	Contingency Cost
	\$110,000	Total Cost

Available Budget: \$487,669.07 (105213-6840)

Summary:

PowerPlus has been providing temporary power for the Placentia Public Safety Center Project (Project) since the Spring of 2024 due to material lead time delays of the electrical panel switchgear for connecting permanent power to the Project. The electrical switchgear will provide permanent power to the main dispatch building and the property and evidence building since both buildings are part of the Project. Having permanent power in place also allows the City to sign off for the required final electrical and fire permitting related work and allows the contractor to complete the remainder of their work that they couldn't complete while under temporary power.

The City Initially had plans to use PowerPlus for temporary power until the end of 2024, however, around the Fall of 2024 Staff was notified that the electrical switchgear was further delayed until early 2025. The switchgear was eventually delivered onsite in February 2025, allowing the contractor to now complete the remainder of the work needed for switching over to permanent power which is expected in the late Summer/early Fall 2025. The monthly payment for temporary power is approximately \$4,600 and the City has paid PowerPlus about \$72,000 to date. This amount included an approximate one-time \$12,100 setup fee along with the previously mentioned monthly temporary power fee. Staff is requesting an additional 5 months of temporary power service. As such, Staff recommends that City Council award a Public Works Agreement with PowerPlus in the amount of \$100,000, which already includes the previously mentioned \$72,000, and will continue to provide temporary power until Fall of 2025.

Recommendation:

Recommended Action: It is recommended that the City Council take the following actions to:

1. Approve a Public Works Agreement with S.R. Bray, LLC (dba PowerPlus) for the Public Safety Center Project in the amount of \$100,000; and
2. Authorize the Interim City Administrator to approve up to ten percent (10%) contingency of the contract amount, or \$10,000, for a total contract not-to-exceed amount of \$110,000; and
3. Authorize the Interim City Administrator to approve all agreements in a form approved by the City Attorney.

Strategic Plan Statement:

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

Discussion:

PowerPlus has been providing temporary power for the Placentia Public Safety Center Project (Project) since the Spring of 2024 due to material lead time delays of the electrical panel switchgear for connecting permanent power to the Project. The electrical switchgear will provide permanent power to the main dispatch building and the property and evidence building since both buildings are part of the Project. Having permanent power in place also allows the City to sign off for the required final electrical and fire permitting related work and allows the contractor to complete the remainder of their work that they couldn't complete while under temporary power.

The City initially had plans to use PowerPlus for temporary power until the end of 2024, however, around the Fall of 2024 Staff was notified that the electrical switchgear was further delayed until early 2025. The switchgear was eventually delivered onsite in February 2025, allowing the contractor to now complete the remainder of the work needed for switching over to permanent power which is expected in the late Summer/early Fall 2025.

Temporary power includes rental of equipment including power poles, wires, a temporary transformer, automatic transfer switch, and a generator. When the PowerPlus scope of work was initially implemented in Spring 2024, it was done through a sole source procurement as no other vendors are capable of providing this service within the necessary schedule. During that time, the City's Police Department was leasing building space for storage of its property and evidence with the goal of relocating it from the leased facility to the new City property and evidence building. Additionally, the monthly payments for the leased facility were increasing significantly and the City had to make quick adjustments to obtain temporary power since the lead time for the permanent electrical switchgear would have further delayed the project. As a result, a sole source procurement purchase order was obtained to utilize PowerPlus.

The monthly payment for temporary power is approximately \$4,600 and the City has paid PowerPlus about \$72,000 to date. This amount included an approximate one-time \$12,100 setup fee along with the previously mentioned monthly temporary power fee. Staff is requesting an additional 5 months of temporary power service based on the \$4,600 monthly rate. As such, Staff recommends that City Council award a Public Works Agreement with PowerPlus in the amount of \$100,000, which already includes the previously mentioned \$72,000, and will continue to provide temporary power until Fall of 2025.

Fiscal Impact Summary:

Fiscal Impact:

The contract cost for this work amounts to \$100,000 which consists of the \$72,021.95 already paid to PowerPlus and an additional 5 months of temporary power service. In addition to the service cost, a contingency in the amount of \$10,000 is included to cover unforeseen delays that may result in additional temporary power needs resulting in a not-to-exceed contract amount of \$110,000. As such, sufficient funding exists for the recommended actions.

Attachments

[Public Works Agreement-PowerPlus.pdf](#)

**CITY OF PLACENTIA
PUBLIC WORKS AGREEMENT FOR
TEMPORARY POWER AND GENERATOR RENTAL SERVICES
FOR PUBLIC SAFETY CENTER PROJECT**

THIS AGREEMENT (herein "Agreement"), is made and entered into this 6th day of May, 2025 by and between the CITY OF PLACENTIA, a municipal corporation and charter city, (herein "City") and S.R. Bray, LLC (dba PowerPlus) (herein "Contractor"). The parties hereto agree as follows:

W I T N E S S E T H :

A. WHEREAS, City requires the provision of temporary power and generator rental services for the Public Safety Building Project as set forth more fully in this Agreement.

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

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

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

E. WHEREAS, this Agreement is authorized under City Administrator's authority to execute contracts under \$25,000.00. Placentia Municipal Code Section 3.08.085.

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

1.0 DEFINITIONS

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

- (a) Contractor. Contractor shall mean S.R. Bray LLC dba Power Plus, a California corporation, located at 5500 E. La Palma Ave., Anaheim CA 92807.
- (b) City. City shall mean the City of Placentia, a Municipal Corporation and Charter City, located at 401 E. Chapman, Placentia, California 92870.
- (c) City Council. City Council shall mean the City Council of the City of Placentia.
- (d) Contract Officer shall mean the person designated by the City Administrator or City Engineer of City and shall have the duties set forth in Section 5.2.

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

2.0 SERVICES OF CONTRACTOR

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

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

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

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

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

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

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

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

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

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

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

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

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

3.1, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor.

2.10 Prevailing Wage Laws. Contractor represents and warrants that it is registered with the Department of Industrial Relations as required by SB 854 and Labor Code 1725.5 and understands that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall ensure that its subcontractors comply with said requirements. Contractor shall comply with Labor Code Section 1771.4 and shall post all legally required job site notices. In accordance with Labor Code Section 1770 et seq., the Director of the Department of Industrial Relations of the State of California has ascertained a general prevailing rate of wages, which is the minimum amount, which shall be paid to all workers employed to perform the work pursuant to this Agreement. A copy of the general prevailing wage rate determination is on file in the Office of the City Clerk and is hereby incorporated by reference into this Agreement. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. Contractor must forfeit to the City Twenty Five Dollars (\$25.00) a day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. Contractor is required to post a copy of such wage rates at all times at the contract site. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced. Contractor also shall comply with State law requirements to maintain payroll records and shall provide for certified records and inspection of records as required by California Labor Code Section 1770 et. seq., including Section 1776. Contractor shall comply with all statutory requirements relating to the employment of apprentices.

3.0 COMPENSATION

3.1 Contract Sum. For the services rendered pursuant to this Agreement, the Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of One Hundred Thousand Dollars (\$ 100,000) (herein "Contract Sum"), except as provided in Section 2.9. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

3.2 Progress Payments. Prior to the first day of the month, during the progress of the work, commencing on the day and month specified in the Agreement. Contractor shall submit to the Contract Officer a complete statement of all services during the preceding month. Upon approval in writing by the Contract Officer, payment shall be made in thirty (30) days.

4.0 PERFORMANCE SCHEDULE

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

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

4.3 Force Majeure. The time period(s) specified in the Scope of Services for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the

Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes for the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

4.4 Term. Unless earlier terminated in accordance with Section 8.9 of this Agreement, this Agreement shall continue in full force and effect until final approval and acceptance of the project by the Contract Officer. Notwithstanding the foregoing, this Agreement shall terminate no later than May 6, 2026, unless the parties mutually agree in writing to extend the term.

5.0 COORDINATION OF WORK

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

S.R. Bray LLC (dba Power Plus)
Attn: Roger Riley (Sales Representative)
5500 E. La Palma Ave.
Anaheim CA 92807
Tel. 800-863-2525

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

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

5.3 Prohibition Against Assignment. The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any

bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

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

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

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

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

- (a) Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site different from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
- (b) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order per Section 2.9 of this Agreement.

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

6.0 INSURANCE, INDEMNIFICATION AND BONDS

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

Conditions:

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

The City of Placentia, its officers, officials, employees, agents, and volunteers shall be named as additional insureds.

Prior to commencement of any work under this contract, Contractor shall deliver to the City insurance endorsements confirming the existence of the insurance required by this contract, and including the applicable clauses as set forth in Exhibit "C" attached hereto and incorporated herein by this reference.

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

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

Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property

resulting from Contractor's or its subcontractor's performance of the work covered under this agreement.

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

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

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

- (a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith.
- (b) Contractor will promptly pay any judgment rendered against the City, its officers, officials, employees, agents, or volunteers for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', subcontractors', or invitees') negligent performance of or failure to perform such work, operations, or activities hereunder; and Contractor agrees to save and hold the City, its officers, officials, employees, agents, and volunteers harmless therefrom.
- (c) In the event the City, its officers, officials, employees, agents, or volunteers are made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the performance of or failure to perform the work, operation, or activities of Contractor hereunder, Contractor shall pay to the City, its officers, officials, employees, agents, or volunteers, any and all costs and expenses incurred by the City, its officers, officials, employees, agents, or volunteers in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel selected by City.
- (d) Contractor's duty to defend and indemnify as set out in this Section 6.3 shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses, or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of or

pursuant to any State or Federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

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

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

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

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

7.0 RECORDS AND REPORTS

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

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

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

7.4 Public Records Act Disclosure. Contractor has been advised and is aware that this Agreement and all reports, documents, information, and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 7920.000 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 7924.510, and of which Contractor informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

8.0 GENERAL PROVISIONS

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

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

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

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

8.4

8.5 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

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

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

8.8

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

8.10 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall

be in writing and shall be deemed to be given when served personally or deposited in the U.S. Mail, prepaid, first-class mail, return receipt requested, addressed as follows:

To City: City of Placentia
401 E. Chapman Ave.
Placentia, California 92870
Attn.: Chris Tanio, Director of Public Works

To Contractor: S.R. Bray LLC (dba Power Plus)
5500 E. La Palma Ave.
Anaheim, CA 92807
Attn.: Sam Cerny, Vice President

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

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

Contractor and its officers, employees, associates, and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Contractor and its officers, employees, associates, and subcontractor shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates, or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Contractor's duties and services under this Agreement shall not include preparing or assisting the City with any portion of the City's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the City. The City shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project, if any, have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Contractor pursuant to this Agreement.

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

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

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

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

8.17 Unfair Business Practices Claims. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body renders final payment to the contractor without further acknowledgment by the parties. (Sec. 7103.5, California Public Contract Code).

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

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

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

8.20 Cooperation. In the event any claim or action is brought against City relating to

Contractor's performance or services rendered under this Agreement, Contractor shall render any reasonable assistance and cooperation which City might require.

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

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

1. The contract value of the work completed to and including the date of receipt of the notice of termination, less the amount of progress payments received by contractor.
2. Actual move-off costs including labor, rental fees, equipment transportation costs, the costs of maintaining on-site construction office for supervising the mover-off.
3. The cost of materials custom made for this Agreement which cannot be used by the Contractor in the normal course of his business, and which have not been paid for by City in progress payments.
4. All costs shall not include any markups as might otherwise be allowed by any plans or specifications which were a part of the Agreement.

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

CITY OF PLACENTIA,
A municipal corporation and Charter City

Project No. 5213

Thomas R. Hatch, Interim City Administrator

Date: _____

CONTRACTOR

Sam Cerny

Signature

Date: 4/16/2025

Sam Cerny

Sam Cerny, Vice President
26-4729378

Taxpayer ID Number

ATTEST:

Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Rosanna Ramirez, Risk Manager

Date: _____

APPROVED AS TO CONTENT:

Gabriel Guerrero-Gabany

Gabriel Guerrero-Gabany, Project Manager

Date: 4/21/2025

DEPARTMENTAL APPROVAL

Chris Tanio

Chris Tanio, Director of Public Works

Date: 4/21/2025

EXHIBIT A

SCOPE OF SERVICES

Provide temporary electrical power for the Placentia Public Safety Center. Temporary power includes rental of electrical equipment including power poles, wires, a temporary transformer, automatic transfer switch, and a generator.

Detailed quotes on the next page.

PREVAILING WAGE

State



QUOTE: 186142 OC

2/7/2024 12:20:00 PM eb

Power for building

PPArea: OC

5500 E LA PALMA AVE, ANAHEIM, CA 92807 (714) 765-7563 FAX (714) 765-7581

Customer: City of Placentia
401 E. Chapman Avenue

Placentia, CA 92870

Job: 2999 E. La Jolla Street
Cust Contact: Alejandro Pinel
Cust Phone:
Tract #: Phase:

Job#: 322874
Cust Cell (323) 841-3278

Customer Job #:
Customer Job Name:
Contract #:
P O #:

Quoted Lots:

Cross Street: N. Hundley Street
Job Address: 2999 E. La Jolla Street
Job City: Placentia **Zip Code:** 92806
Job Phone:

Scope Of Work: Quote is to provide 200amps 3phase 208volt power so that customer can energize building. (Power Plus to provide a 200amp 208volt disconnect mounted to step down transformer so that site electrician can tie into) Site electrician to install a 100amp 480volt breaker inside the existing meter panel and provide a 100amp 480volt riser on building.
Customer to have property owner move existing equipment for pole installation.
Customer responsible to identify any private underground utilities.
If a city permit is needed an additional cost to be provided.

Remarks:

Monthly* rental charges will be \$510.00 per month* after the first 6 months*. *Months will be calculated in 28-day periods.

Quantity	Equipment/Service
1	Riser - 3 Wire 1/0 1 1/2" Flex 6 foot 100A 1 Ph
5	Pole - Bare Support
3	Pole - Black Diamond (30 feet)
8	Wire - O/H #2 (1 Span)
1	Transformer - 75 KVA Three Ph Step Down (includes load center)
1	Bucket Truck - per day
1	Prevailing Wage Included
Total: \$12,720.00	

Quote Notes:

Quote is subject to final source approval by utility company.
The service of obtaining of a City/County Building Permit, associated fees, and coordination of inspections is not included in this quote. It is the sole responsibility of the customer.
Encroachment permits fees, and/or Traffic Control permit fees, and required plans are NOT included in this quote and can be quoted separately if required by the City/County. If required, they may delay installation of equipment.
Customer is responsible for spoils removal and/or filling all holes and patching all asphalt/concrete. Please notify Power Plus one week in advance when requesting pole relocations and / or pick-ups.
It is the responsibility of the customer to spot all Power Plus pole locations in order to avoid future conflicts onsite. If Power Plus is directed to use their best judgment and install equipment without the customer spotting desired locations, the customer will be responsible for any and all costs to relocate or reroute equipment as necessary.

GENERATOR CONTRACT

Contract ID: G133089

Customer ID: TOTU

Job ID: 89944

Area: ORANGE COUNTY



**5500 E. LA PALMA AVE
ANAHEIM, CA 92807**

Gen Cust Svrc: (888) 970-0007
Anaheim Office: (800) 863-2525

Customer: TOTUM CORP

Job Name: PLACENTIA PUBLIC SAFETY CENTER

Billing Address: 15130 VENTURA BLVD, UNIT A
Sherman Oaks, CA 91403-

Job Location: 2999 E La Jolla St, Anaheim, CA
92806-1308

Ordered By: ALEJANDRO PINEL

Unit Location:

Job Contact: ALEJANDRO PINEL

PO Number:

Contact Phone: (323) 841-3278 Cell

Contract Notes:

TEMPORARY ATS WHILE CUSTOMER MTS GETS DELIVERED - CUSTOMER TO PERFORM CONNECTIONS - POWER PLUS CAN TIE IN AT AN ADDITIONAL COST

- Fuel charge subject to change without notice at any time due to market fluctuations.
- Customer to provide access for delivery pickup and fuel truck.
- USA required prior to installation of ground rod.
- Customer representative must be present to sign for delivery.
- A 3% Environmental Surcharge will apply to all invoices.

Requested Delivery Date / Time: _____

Stipulated Loss Value: _____

Ordered	Equipment Description	Daily Rental	Weekly Rental	Monthly Rental	One Time Fee
1	200AMP 120/240 3PH ATS Single Shift	\$55.00	\$165.00	\$500.00	
		per 8 hour day per 40 hour week per 160 hour 28-day billing cycle			
2	25' 2/5 CABLE	\$37.50	\$75.00	\$150.00	
2	MALE PIGTAIL	\$7.50	\$15.00	\$30.00	
2	FEMALE PIGTAIL	\$7.50	\$15.00	\$30.00	

The customer acknowledges receipt of CARB registration and operating conditions for the generator, when applicable

	RATE CHART		
	Single Shift	Double Shift	Triple Shift
	Rate x 1	Rate x 1.5	Rate x 2
Daily	0 - 8 hrs	8 - 16 hrs	16 - 24 hrs
Weekly	0 - 40 hrs	40 - 80 hrs	80 - 168 hrs
Monthly	0 - 160 hrs	160 - 320 hrs	320 - 672 hrs

Delivery Charge:	\$150.00
Pickup Charge:	\$150.00
Tax Rate:	7.75%
Fuel Rate:	\$0.00 per gallon
Fuel charge subject to change without notice at any time due to market fluctuations.	
Fuel Drop Charge:	\$0.00 per drop
Diesel Exhaust Fluid Fee:	\$15.00 per gallon
Hourly Service Rate:	\$0.00 per usage hour

Does this project require that Prevailing Wages be paid? YES _____ NO _____

If NO, and it is determined that Prevailing Wages are required on the project, then all labor hours requiring Prevailing Wages will be billed at the additional amounts.

Receipt of the above described equipment is hereby acknowledged. Payment is due upon receipt of invoice. An interest charge, on amount due 30 days and older, may be figured at a rate of 1.5% per month, which is annual rate of 18%. This interest charge may be applied to the previous balance after deducting current payment and/or credits which appear on the month-end statement. This charge may appear on your monthly statement.

ACKNOWLEDGEMENT

I warrant the LESSEE shown above and/or have the authority to contract as agent for LESSEE. I have read and understood the terms and conditions on the face and reverse of this contract, and have been offered or received instruction, and understand the safe operation and maintenance of the equipment listed above. POWER PLUS!, the Lessor, hereby rents to the undersigned Lessee, subject to the terms and conditions set forth both on the FACE and on the REVERSE side of this contract. SUBJECT EQUIPMENT OUT IN GOOD CONDITION. LESSEE IS RESPONSIBLE FOR ALL GENERATOR DAMAGE AND REPAIR.

Customer Signature: _____ Print Name _____ Sign Date: _____

Sales Person (Daniel Isley) _____ Customer PO: _____ Estimated Total _____
Running Hours: _____

Sales Person: Daniel Isley Quote Date: 1/9/2024 Ordered By: ALEJANDRO PI

**A CERTIFICATE OF INSURANCE COVERING PROPERTY THEFT IS TO BE ON
FILE AT OUR OFFICE PRIOR TO OR AT THE TIME OF DELIVERY**

GENERATOR CONTRACT

Contract ID: G133833

Customer ID: COPC

Job ID: 90358

Area: ORANGE COUNTY



**5500 E. LA PALMA AVE
ANAHEIM, CA 92807**

Gen Cust Svrc: (888) 970-0007
Anaheim Office: (800) 863-2525

Customer: City of Placentia

Billing Address: 401 E Chapman Ave

Placentia, CA 92870-

Ordered By: Alejandro Pinel (323) 841-3278

PO Number:

Job Name: Placentia PSB

Job Location: 2999E. La Jolla St., , Placentia, CA 92806

Unit Location:

Job Contact: Alejandro Pinel

Contact Phone: (323) 841-3278, (323) 841-3278 Cell

Contract Notes:

GENERATOR TO: energize building. (Power Plus to provide a 200amp 208volt disconnect mounted to step down transformer so that site electrician can tie into)

CONNECTION EQUIPMENT & PERMIT ARE NOT INCLUDED IN QUOTE

PRICE FOR CONTAINMENT PIT = \$650 NON-ASSISTED.

SINGLE SHIFT RATES QUOTED (8 Hrs). RENTAL RATE BASED ON 40HR WORK WEEK, FOR ADDITIONAL HOURS

PLEASE REFER TO RATE CHART.

CUSTOMER IS LIABLE FOR EQUIPMENT UPON DELIVERY. THIS SHALL INCLUDE BUT IS NOT LIMITED TO THE COSTS ASSOCIATED WITH LOSS OR DAMAGE DUE TO THEFT, TRESPASS, OR VANDALISM.

PRICE IS BASED UPON AVAILABILITY

PLEASE SIGN QUOTE AND FILL OUT PRELIM/BILLING FORM AS NOTICE TO PROCEED.

- Fuel charge subject to change without notice at any time due to market fluctuations.
- Customer to provide access for delivery pickup and fuel truck.
- USA required prior to installation of ground rod.
- Customer representative must be present to sign for delivery.
- A 3% Environmental Surcharge will apply to all invoices.

Requested Delivery Date / Time: _____

Stipulated Loss Value: \$100,000.00

Ordered	Equipment Description	Daily Rental	Weekly Rental	Monthly Rental	One Time Fee
1	150 KVA GENERATOR Single Shift	\$408.00	\$1,224.00	\$3,672.00	
		per 8 hour day per 40 hour week per 160 hour 28-day billing cycle			
1	2/5 CABLE	(No Proration)		\$150.00	
1	2/5 FEMALE TAIL	(No Proration)		\$46.00	
1	2/5 TAILS	(No Proration)		\$46.00	
2	PREVAILING WAGE LABOR				\$440.00

The customer acknowledges receipt of CARB registration and operating conditions for the generator, when applicable

CREDIT TERMS

G133833

Receipt of the above described equipment is hereby acknowledged. Payment is due upon receipt of invoice. An interest charge, on amount due 30 days and older, may be figured at a rate of 1.5% per month, which is annual rate of 18%. This interest charge may be applied to the previous balance after deducting current payment and/or credits which appear on the month-end statement. This charge may appear on your monthly statement.

ACKNOWLEDGEMENT

I warrant the LESSEE shown above and/or have the authority to contract as agent for LESSEE. I have read and understood the terms and conditions on the face and reverse of this contract, and have been offered or received instruction, and understand the safe operation and maintenance of the equipment listed above. POWER PLUS!, the Lessor, hereby rents to the undersigned Lessee, subject to the terms and conditions set forth both on the FACE and on the REVERSE side of this contract. SUBJECT EQUIPMENT OUT IN GOOD CONDITION. LESSEE IS RESPONSIBLE FOR ALL GENERATOR DAMAGE AND REPAIR.

Customer Signature: _____ Print Name _____ Sign Date: _____

Sales Person (Roger Riley) _____ Customer PO: _____ Estimated Total _____
Running Hours: _____

Sales Person: Roger Riley Quote Date: 2/8/2024 Ordered By: Alejandro Pinel

**A CERTIFICATE OF INSURANCE COVERING PROPERTY THEFT IS TO BE ON
FILE AT OUR OFFICE PRIOR TO OR AT THE TIME OF DELIVERY**

Kate Polezhaev

From: Becky Veirs <bveirs@powerplus.com>
Sent: Tuesday, April 8, 2025 5:08 PM
To: Kate Polezhaev
Cc: Danielle Martino; Roger Riley
Subject: Placentia PSB (OC) 322874 / (Gens) 90358
Attachments: Public Works Agreement with PowerPlus.pdf; TP rental projection.pdf

EMAIL FROM EXTERNAL SOURCE

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

Hi Kate,

Your Sales Rep on the account is Roger Riley, CC'd. We don't really have a way to provide you with a quote for anticipated costs since the generator rental amount can vary month to month depending on hr's of usage, however the previous 8 months have been consistent @ \$4,137.62. The temp power equipment rental will stay the same so long as additional equipment is not requested or picked up. I have provided you with a rental projection for that equipment. So you are looking at \$4,607.62 per month roughly and there will be a pickup fee of \$320.00 for the Generator.

For the COI, can you please send me a copy of the expired cert you have onfile?
Please send the Agreement per below.

****Please send all Signature required documents to contracts@powerplus.com and name Sam Cerny as the authorized signer***

Thank you,

Becky Veirs

Lead Billing Coordinator &
Power Plus Accounts Manager

S.R. Bray LLC dba Power Plus!
5500 E.La Palma Ave., Anaheim CA 92807
Customer service (800)863-2525 / Direct (949)473-6154
bveirs@powerplus.com

****Please send all DocuSign's and/or Electronic Signature required documents to contracts@powerplus.com and name Sam Cerny as the authorized signer***



From: Kate Polezhaev <kpolezhaev@placentia.org>
Sent: Tuesday, April 8, 2025 4:35 PM

EXHIBIT B
SCHEDULE OF PERFORMANCE

Temporary power services are currently being provided, and those services will continue to be provided until permanent power is installed. The future power services will be provided by Southern California Edison.

EXHIBIT C
INSURANCE REQUIREMENTS

Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain the insurance listed below. Any requirement for insurance to be maintained after completion of the work shall survive this agreement.

CITY reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this agreement.

A. Workers Compensation & Employers Liability Insurance

- Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- Employers Liability with limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- The policy shall include a written waiver of the insurer's right to subrogate against CITY.
- Required Evidence Of Coverage:
 1. Subrogation waiver endorsement; and
 2. Properly completed Certificate of Insurance.

B. General Liability Insurance

- Commercial General Liability Insurance no less broad than Insurance Services Office (ISO) form CG 00 01.
- Coverage shall be on a standard occurrence form. Claims-Made forms are not acceptable without prior written consent. Modified, limited or restricted Occurrence forms are not acceptable without prior written consent.
- Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each project. The required

limits may be provided by a combination of General Liability Insurance and Commercial Excess or Umbrella Liability Insurance. If contractor maintains higher limits than the specified minimum limits, CITY requires and shall be entitled to coverage for the higher limits maintained by contractor.

- Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by CITY. Contractor is responsible for any deductible or self-insured retention and shall fund it upon CITY'S written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving CITY.
- Coverage shall be continued for one (1) year after completion of the work.
- CITY shall be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of the contractor. CITY shall continue to be an additional insured for completed operations for (1) year after completion of the work.
- The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard ("f" definition of insured contract in ISO form CG 00 01, or equivalent).
- The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- The policy shall cover inter-insured suits and include a "Separation of Insureds" or "severability" clause which treats each insured separately.
- The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against all persons or entities that are, or are required to be, additional insureds.
- The policy shall not contain a Contractors' Warranty or other similar language which eliminates or restricts insurance because of a subcontractor's failure to carry specific insurance or to supply evidence of such insurance.

- Required Evidence of Coverage:
 1. Copy of the additional insured endorsement or policy language granting additional insured status;
 2. Copy of the endorsement or policy language indicating that coverage applicable to the additional insureds is primary and non-contributory;
 3. Properly completed Certificate of Insurance; and
 4. Completed and signed Agent/Broker Questionnaire with supporting documentation as required.

C. Automobile Liability Insurance

- Minimum Limit: \$1,000,000 combined single limit per accident.
- Coverage shall apply to all owned, hired and non-owned vehicles.
- CITY shall qualify as an insured.
- Required Evidence of Coverage:
 1. Copy of the endorsement or policy language indicating that CITY is an insured; and
 2. Properly completed Certificate of Insurance.

D. Standards for Insurance Companies

- Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

E. Documentation

- The Certificate of Insurance shall include the following reference: the construction of the street improvements of Crowther Ave and surroundings.
- The name and address for Additional Insured endorsements and Certificates of Insurance is: City of Placentia
- Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is

increased.

- Current Evidence of Coverage shall be provided for the entire required period of insurance.
- Upon written request, certified copies of required insurance policies shall be provided within thirty (30) days.

EXHIBIT D

CERTIFICATES OF INSURANCE AND ENDORSEMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/9/2025

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

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

PRODUCER Alliant Insurance Services, Inc. 333 S Hope St Ste 3700 Los Angeles CA 90071	CONTACT NAME: LA Spec Certs	
	PHONE (A/C. No. Ext):	FAX (A/C. No.):
E-MAIL ADDRESS: laspeccerts@alliant.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Greenwich Insurance Company		22322
INSURER B: XL Specialty Insurance Company		37885
INSURER C: Arch Specialty Insurance Compa		21199
INSURER D: Palomar Excess and Surplus Ins		16754
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 1542401962 **REVISION NUMBER:**

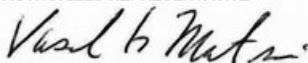
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	CGE742912802	3/31/2025	3/31/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <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		CAS742912902	3/31/2025	3/31/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			UXP1058279-00	3/31/2025	3/31/2026	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	CWG742912702	3/31/2025	3/31/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Excess - 2nd Layer			CEPXP-25-0000080-00	3/31/2025	3/31/2026	Occurrence/Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Job# 322874, Project# 5213, Placentia Public Safety Center Butler Building Interior Tenant Improvement

City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are included as Additional Insured as respects Liability arising out of operations (work) performed by or on behalf of the Named Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. The General Liability evidenced herein is primary and Non-Contributory other insurance available to the Additional Insured, but only in accordance with the policy provisions. Waiver of Subrogation applies as required by contract in accordance with the policy provisions of the General Liability and Workers' Compensation policies.

CERTIFICATE HOLDER**CANCELLATION**

City of Placentia 401 E Chapman Avenue Placentia CA 92870	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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ENDORSEMENT #043

This endorsement, effective 12:01 a.m., March 31, 2025, forms a part of

Policy No. CGE742912802 issued to S.R. BRAY LLC

by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION FOR WHOM YOU HAVE AGREED IN WRITING IN A CONTRACT OR AGREEMENT THAT SUCH PERSON OR ORGANIZATION BE ADDED AN ADDITIONAL INSURED ON YOUR POLICY, PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT BUT ONLY WHEN THE CONTRACT DEMAND SPECIFIES ISO 2004 EDITION FORMS OR EQUIVALENT.	VARIOUS AS REQUIRED PER WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended

use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT #058

This endorsement, effective 12:01 a.m., March 31, 2025, forms a part of

Policy No. CGE742912802 issued to S.R. BRAY LLC

by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION FOR WHOM YOU HAVE AGREED IN WRITING IN A CONTRACT OR AGREEMENT THAT SUCH PERSON OR ORGANIZATION BE ADDED AS AN ADDITIONAL INSURED ON YOUR POLICY, PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT BUT ONLY WHEN THE CONTRACT DEMAND SPECIFIES ISO 2004 EDITION FORMS OR EQUIVALENT	VARIOUS AS REQUIRED PER WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT #014

This endorsement, effective 12:01 a.m., March 31, 2025, forms a part of
Policy No. CGE742912802 issued to S.R. BRAY LLC
by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE CLAUSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART

It is agreed that to the extent that insurance is afforded to any Additional Insured under this policy, this insurance shall apply as primary and not contributing with any insurance carried by such Additional Insured, as required by written contract.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

<p>Name Of Person(s) Or Organization(s): WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT EXECUTED PRIOR TO LOSS (EXCEPT WHERE NOT PERMITTED BY LAW).</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

ENDORSEMENT #003

This endorsement, effective 12:01 a.m., March 31, 2025, forms a part of
Policy No. CGE742912802 issued to S.R. BRAY LLC
by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
AS PER SCHEDULE ON FILE WITH THE COMPANY.		30

All other terms and conditions of the Policy remain unchanged.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., March 31, 2025, forms a part of
Policy No. CAS742912902 issued to S.R. BRAY LLC
by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

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

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

Schedule

Additional Insured(s)	Work
WHERE REQUIRED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS.	ALL OPERATIONS

COVERED AUTOS LIABILITY COVERAGE, Who Is An Insured, is amended to include as an "insured" the person or organization listed in the Schedule above, but only with respect to liability for "bodily injury" or "property damage" otherwise covered under this policy caused, in whole or in part, by the negligent acts or omissions of:

1. You, while using a covered "auto"; or
2. Any other person, except the additional insured or any employee or agent of the additional insured, operating a covered "auto" with your permission;

in the performance of your work as described in the Schedule above.

In no event shall any person or organization listed in the Schedule become an "insured" pursuant to this Endorsement if such person or organization is solely negligent.

IT IS FURTHER AGREED THAT IN NO EVENT SHALL ANY CONTRACT OR AGREEMENT ALTER THE CONDITIONS, COVERAGES OR EXCLUSIONS SET FORTH IN THIS POLICY.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

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

A. The following is added to the **Other Insurance Condition** in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance Condition** in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

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

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

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

<p>Named Insured: S.R. BRAY LLC</p> <p>Endorsement Effective Date: March 31, 2025</p>

SCHEDULE

<p>Name(s) Of Person(s) Or Organization(s):</p> <p>WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT EXECUTED PRIOR TO LOSS (EXCEPT WHERE NOT PERMITTED BY LAW)</p>
--

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., March 31, 2025, forms a part of
Policy No. CAS742912902 issued to S.R. BRAY LLC
by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
AS PER SCHEDULE ON FILE WITH COMPANY.		30

All other terms and conditions of the Policy remain unchanged.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

WHERE REQUIRED BY WRITTEN AGREEMENT SIGNED PRIOR TO LOSS.

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 March 31, 2025
Insured S.R. BRAY LLC

Policy No. CWG742912702

Endorsement No.

Insurance Company
XL Specialty Insurance Company

Countersigned by _____

WC 00 03 13
(Ed. 4-84)

ENDORSEMENT #

This endorsement, effective 12:01 a.m., March 31, 2025, forms a part of Policy No. CWG742912702 issued to S.R. BRAY LLC by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

This endorsement modifies insurance provided under the following:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Table with 3 columns: Name of Person(s) or Entity(ies), Mailing Address, and Number of Days Advanced Notice of Cancellation. Row 1: AS PER SCHEDULE ON FILE WITH COMPANY., AS PER SCHEDULE ON FILE WITH COMPANY., 30

All other terms and conditions of the Policy remain unchanged.

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 March 31, 2025
Insured S.R. BRAY LLC

Policy No. CWG742912702

Endorsement No.
Premium \$ Included

Insurance Company
XL Specialty Insurance Company

Countersigned by _____

EXHIBIT E
CLAIMS PROCEDURE

SUMMARY OF PUBLIC CONTRACT CODE § 9204

The following procedure will apply to any claims by the Contractor on the City:

A “claim” is a separate demand on the City by a contractor on a public works project and sent by registered mail or certified mail with return receipt requested, for one or more of the following:

- A time extension, including relief from penalties for delay
- Payment by the City of money damages under the terms of the contract
- Payment of an amount that is disputed by the City

Initial Review

The claim must be supported by appropriate documentation. The City has 45 days within which to review the claim and provide the contractor with a written statement identifying the disputed and undisputed portions of the claim. If the City does not issue a written statement, the claim is deemed rejected in its entirety. The City will pay any undisputed portion of the claim within 60 days of issuing the statement.

Meet & Confer

If the contractor disputes the City’s written response, or if the City does not issue one, the contractor may request in writing an informal conference to meet and confer for possible settlement of the claim. The City will schedule the meet and confer conference within 30 days of this request and provide a written statement identifying the remaining disputed and undisputed portions of the claim within 10 business days of the meet and confer. The City will pay the undisputed portion within 60 days of issuing this statement.

Mediation

With respect to any disputed portion remaining after the meet and confer, the City and contractor will submit the matter to nonbinding mediation, agree to a mediator within 10 business days after issuing the written statement, and share mediation costs equally. If mediation is unsuccessful, then the terms of the public works agreement and applicable law will govern resolution of the dispute.

Miscellaneous Provisions

Amounts not paid by the City in a timely manner bear interest at 7% per annum. Subcontractors may submit claims via this procedure through the general contractor. The City and contractor may waive the requirement to mediate, but cannot otherwise waive these claim procedures.



PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: May 6, 2025

Submitted by: Samantha Byfield

From: Public Works

Subject:

Second Amendment to the Waste Disposal Agreement with the County of Orange

Financial Impact:

Fiscal Impact:

There is no fiscal impact associated with the recommended action.

Summary:

Solid waste disposal at Orange County landfills is governed by a Waste Disposal Agreement (WDA) under which cities and sanitary districts agree to exclusively deposit certain waste at landfills owned by the County of Orange (County) in exchange for low and stable disposal rates. The current WDA was entered into in 2009 and subsequently amended in May 2015 to extend the term through June 30, 2025. The Orange County City Manager Association (OCCMA) is currently negotiating a successor agreement to the WDA with OC Waste and Recycling (OCWR). Additional time is needed to finalize mutually agreeable terms and disposal fees.

The proposed Second Amendment extends the current WDA by one year to allow for continued negotiations and includes a 2.6% disposal fee increase, per the escalation formula in the current WDA. In accordance with the existing franchise agreement with Republic Services (Republic), the City's solid waste provider, the County-imposed disposal rate increases are a pass-through cost where Republic bears the responsibility to cover any County disposal rate increases. Franchise agreement terms entitle Republic to recover increased disposal costs through a pass-through mechanism, subject to City review and approval. Staff recommends the City Council approve the Second Amendment to the WDA.

Recommendation:

Recommended Action: It is recommended the City Council take the following actions to:

1. Approve the Second Amendment to the Waste Disposal Agreement with the County of Orange extending the agreement by one year and increasing the disposal fee 2.6% through June 30, 2026; and
2. Authorize the Interim City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

Strategic Plan Statement:

There is no specific Strategic Plan goal or objective associated with this Council action.

Discussion:

The City of Placentia disposes of solid waste at landfills owned and operated by the County through OCWR under the countywide WDA. Cities and sanitary districts agree to exclusively deposit solid waste at County landfills under the WDA in exchange for low and stable disposal rates. The current WDA began in 2009 and was subsequently amended to extend the term through June 30, 2025.

The OCCMA, representing the City of Placentia and the remaining cities and sanitary districts, is currently working to negotiate a successor agreement to the existing WDA with OCWR. Additional time is needed to finalize mutually agreeable terms and disposal fees. OCWR notified cities in January 2022 that it intended to revise the WDA to align with legislative requirements such as Senate Bill 1383, which requires local governments to divert organic waste, such as food scraps and landscaping waste, away from landfills. OCWR presented a proposed successor agreement to the WDA, titled the Waste Infrastructure System Enhancement (WISE) agreement, at an OCCMA summit on November 7, 2024. The WISE agreement proposed increasing the landfill disposal rate from \$42.65 to \$82 per ton (a 92.3% increase) to account for operational costs and regulatory compliance. The WISE agreement also proposed a capital expenditure allocation for improving County landfill infrastructure.

As a result of the significant proposed increase, OCCMA formed a committee in December 2024 to negotiate a successor agreement to the WDA and requested an extension of the current WDA to allow time for negotiations. OCWR has agreed to the requested extension under the terms of the proposed Amendment which generally provides for a 12-month extension and a 2.6% Consumer Price Index (CPI) disposal fee increase, per the WDA escalation formula. In accordance with the existing franchise agreement with Republic Services (Republic), the City's solid waste provider, the County-imposed disposal rate increases are a pass-through cost where Republic bears the responsibility to cover any County disposal rate increases. Franchise agreement terms entitle Republic to recover increased disposal costs through a pass-through mechanism, subject to City review and approval. The extension period would allow stakeholders time to conduct due diligence on a proposed successor agreement to the WDA by September 30, 2025, as well as evaluate costs and infrastructure plans ahead of a larger expected increase on July 1, 2026. All cities and sanitary districts will receive monthly updates beginning October 2025 if the OCCMA committee and OCWR do not reach mutually agreeable terms by September 30, 2025.

Staff recommends the City Council approve the Second Amendment to the Waste Disposal Agreement with the County of Orange as it ensures stable disposal rates and collaboration between all cities and sanitary districts in Orange County for an additional year.

Fiscal Impact Summary:

The proposed amendment extends the WDA by one year to allow for continued negotiations for a successor agreement and includes a 2.6% CPI disposal fee increase, per the current WDA escalation formula. In accordance with the existing franchise agreement with Republic Services (Republic), the County-imposed disposal rate increases are a pass-through cost. Republic bears the responsibility to cover any County disposal rate increases. Franchise agreement terms entitle Republic to cover increased disposal costs through a pass-through mechanism, subject to City review and approval.

Attachments

SECOND AMENDMENT TO WASTE DISPOSAL AGREEMENT

Between

THE COUNTY OF ORANGE, CALIFORNIA

and the

CITY OF PLACENTIA, CALIFORNIA

June 30, 2025

County Amendment Authorization Date

_____, 2025

County Notice Address:

Director, OC Waste & Recycling
601 N. Ross Street
5th Floor
Santa Ana, CA 92701

City Amendment Authorization Date

May 6, 2025

City Notice Address:

City of Placentia
Attn: City Clerk
401 E. Chapman Ave
Placentia, CA 92870

SECOND AMENDMENT TO WASTE DISPOSAL AGREEMENT

THIS **SECOND AMENDMENT** TO THE WASTE DISPOSAL AGREEMENT (“Second Amendment”) is made and dated as of the date indicated on the cover page hereof between the County of Orange, a political subdivision of the State of California (the “County”), and the City (general law, charter or other), Special District or Sanitary District designated on the cover page of this Agreement and party to this Agreement.(the “City”).

RECITALS

The County owns, manages, and operates a Waste Infrastructure System to manage municipal and solid waste generated within Orange County, California or imported from outside Orange County, California pursuant to contractual agreements (hereafter used referred to as “Disposal System” or “Waste Infrastructure System”). The Waste Infrastructure System collectively includes active Class III sanitary landfills (“County Landfills”), resource recovery, recycling and organics programs, infrastructure and operations, and regional household hazardous waste collection centers and other waste management related systems as may be deemed necessary by the County.

The County is also responsible for the long-term management of 20 closed landfills as required under Applicable Law.

County Landfills are used for the management of municipal solid waste pursuant to legislation including, but not limited to, the California Integrated Waste Management Act of 1989 (Division 30 of the California Public Resources Code) (the “Act”) and the Short-lived Climate Pollutants Reduction Act (“SB 1383”). County Landfills are also subject to other state and federal regulations designed to ensure that landfill operations minimize the impacts to public health and safety and the environment.

The City, in the exercise of its police power, its powers under the Act, and other Applicable Law, has entered into a franchise or other agreement with or issued permits or licenses to one or more private haulers for the collection, recycling, diversion, and disposal of municipal solid waste generated within the City.

The City and the County have historically provided for the management of municipal solid waste through Waste Disposal Agreements (“WDAs”), wherein the County agreed to provide disposal capacity for waste generated in the City, and the City agreed to deliver or cause the delivery of waste generated in the City to the Disposal System, as more specifically set forth in, and subject to the terms and conditions of the WDAs. In 2009, the Parties entered into a new WDA (referred to as the “Original WDA”). In 2016, the Original WDA was amended by the Parties (“First Amendment”), whereby the Parties updated certain terms and extended the term through June 30, 2025. (The Original WDA and its corresponding First Amendment are referred to in this Second Amendment as the “Current WDA”.)

In response to passage of several pieces of legislation that require significant reductions in the disposal of organic waste, and in light of the approaching expiration of the Current WDA, the County held two City Manager Summits in November 2024 proposing terms of a new WDA.

The Orange County City Manager Association (“OCCMA”) has established a Committee (“OCCMA Committee”) including representatives of cities and sanitary districts to review the terms of the proposed new WDA. The OCCMA Committee requested a 12-month extension of the Current WDA to allow for additional time to negotiate mutually agreeable terms for a new WDA, and obtain approval from the respective

governing bodies. The County is agreeable to OCCMA's requested extension to the Current WDA on terms as provided in this Second Amendment.

The City has determined that the execution of this Second Amendment by the City is in the best interest of the City and will serve the public health, safety, and welfare by continuing the waste disposal services historically provided under the Current WDA while the Parties: (1) engage in due diligence related to a new WDA, in order for the City to evaluate the cost/benefit of a new WDA, which is expected to include the City and OCCMA obtaining more comprehensive and detailed information on the County's plans for infrastructure expansion and improvements, the financial and operational conditions of the existing Waste Infrastructure System, and the components, timing, and procedures for future contract fee increases; and, (2) negotiate the terms and conditions of a new WDA.

The County has determined that the execution by the County of this Second Amendment will serve the public health, safety, and welfare by continuing to provide a stable, predictable, and reliable supply of municipal solid waste and the resulting service payment revenue to the Disposal System, while the Parties exchange information and conduct negotiations with the County goal of ensuring that any negotiated Contract Rate in the new WDA covers the full cost of operations and infrastructure O&M and development needed to ensure indemnification and regulatory compliance..

Official action approving this Second Amendment and determining it to be in the public interest and authorizing its execution and delivery was duly taken by the City on the City authorization date indicated on the cover page hereof.

Official action approving this Second Amendment and determining it to be in the public interest and authorizing its execution and delivery was duly taken by the County on the County authorization date indicated on the cover page hereof.

It is, therefore, agreed as follows:

1. Extended Term.

(a) Section 6.1 (A) of the Current WDA is deleted in its entirety and replaced with the following:

"Extended Term. This Agreement shall continue in full force and effect until 11:59 p.m. on June 30, 2026 (the "Extended Term"), unless earlier terminated in accordance with its terms, in which event the Extended Term shall be deemed to have expired as of the date of such termination."

(b) Section 6.1 (B) is deleted in its entirety.

(c) Section 6.1 (C) of the Current WDA is deleted in its entirety and replaced with the following:

"Contract Rate Negotiations During Extended Term. If the Orange County City Manager Association's committee tasked with negotiating the terms of a successor to this Agreement with the County and recommending approval of the same to the Parties (the "Committee") and the County have not reached mutually agreeable terms of a successor to this Agreement including, but not limited to, proposed revisions to the Contract Rate, by September 30, 2025, the County shall, and it is expected that the Committee will provide, updates to all Participating Cities, and their respective governing bodies as may be deemed necessary, regarding the status of negotiations on a monthly basis until mutually agreeable terms are reached or the Extended Term expires."

In recommending any revisions to the Contract Rate, in addition to the circumstances described in Section 4.2(A), the Committee and County may take into consideration factors including, but not limited to, the following:

- (i) actual cost of operations;
- (ii) population growth;
- (iii) increase or decrease in available tonnage;
- (iv) economic and disposal market conditions in the Southern California region;
- (v) changes in transportation and technology;
- (vi) changes in transportation costs;
- (vii) closure and expansion of nearby landfills;
- (viii) capacity of the Disposal System;
- (ix) long-term infrastructure needs; and
- (x) available reserves which are in excess of the amount reasonably required as reserves.

(d) Appendix 2 of the Current WDA is deleted in its entirety and replaced with the following:

APPENDIX 2

Cumulative County Acceptable Waste Tonnage Target to be Used for Purposes of Section 4.2(B)

<i>Fiscal Year</i>	<i>County Acceptable Waste Tonnage</i>	<i>Cumulative County Acceptable Waste Tonnage</i>
FY 2025-26	3,166,659	3,166,659

2. Contract Rate.

(a) The first paragraph of Section 4.2(A) of the Current WDA is deleted in its entirety and replaced with the following:

“(A) Establishment of Contract Rate. During the Extended Term, the Contract Rate payable by each Franchise Hauler shall be \$43.76 per ton, contingent on the delivery to the Disposal System of an amount of Acceptable Waste at least equal to the Cumulative Tonnage Targets identified in Appendix 2, and subject to adjustment necessary to reflect the circumstances set forth in this Section 4.2, subsections (i) through (z).”

Note: Subsections (i) through (z) found in the Current WDA remain unchanged.

3. Effectiveness of Second Amendment.

The provisions of this Second Amendment shall not become effective unless and until this Second Amendment has been executed by the County and all of the Participating Cities, and shall become effective once that occurs.

4. Representations and Warranties of the Parties.

Each of the parties to this Second Amendment represent and warrant that it is a political subdivision of the State of California validly existing under the Constitution and laws of the State and that it has duly authorized the execution and delivery of this Second Amendment to each other party.

5. Remaining Terms.

All other terms and conditions of the Current WDA not specifically changed by this Second Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, COUNTY and CITY have caused this Second Amendment to be executed by their duly authorized officers or representatives as of the day and year first above written.

County of Orange

City of Placentia

By _____
Director, OC Waste & Recycling

By _____
Interim City Administrator

Date _____

Date _____

Approved as to Form

Approved as to Form

By _____
County Counsel

By _____
City Attorney

Date _____

Date _____



PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: May 6, 2025

Submitted by: Lydie Gutfeld

From: Community Services

Subject:

Second Reading and Adoption of Ordinance No. O-2025-03, approving the Municipal Code amendment to establish a comprehensive regulatory framework for city special events on public property.

Financial Impact:

Fiscal Impact:

There is no fiscal impact to the City's General Fund for this item.

Summary:

On April 15, 2025 the City Council conducted a public hearing to consider Ordinance No. O-2025-03, and a majority approved a motion to introduce the Ordinance for First Reading. At tonight's meeting Ordinance No. O-2025-03 is being presented for its Second Reading and adoption. If approved by the City Council, the Second Reading constitutes the formal adoption of the Ordinance, and the Ordinance will go into effect 31 days after its adoption.

Recommendation:

Recommended Action: It is recommended that the City Council take the following action to:

1. Waive full reading, by title only, and adopt Ordinance No. O-2025-03, An Ordinance of the City Council of the City of Placentia, California, amending Title 1 (general provisions), Chapter 14 (temporary suspension of regulatory ordinances) amending Section 10.28.010 (drinking in public) of Chapter 10.18 (intoxication) of Title 10 (peace, morals and safety), repealing Chapter 13.60 (parades - assemblages) of Title 13 (vehicles & traffic) and amending Title 14 (public property) with the addition of Chapter 14.18 (special events permit), to establish a comprehensive regulatory framework for city special events on public property.

Strategic Plan Statement:

This item is consistent with the City Council approved 5-Year Strategic Goal to implement Goal 1: ensuring long-term fiscal sustainability and Goal 2: Increase Community Engagement. This project meets this goal of long-term fiscal sustainability by putting in place a special event permit that will have fees for the ordinance and fees for utilization of city staff and equipment. This project meets the goal of increased community engagement by providing a streamline process for special events within the City of Placentia that would allow for the special event permit to allow alcohol use at these events that are highly attended by the community.

Fiscal Impact Summary:

Fiscal Impact:

No fiscal Impact.

Attachments

[Special_Event_Ordinance_final_3.14.25 \(3\).docx](#)

ORDINANCE NO. O-2025-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AMENDING TITLE 1 (GENERAL PROVISIONS), CHAPTER 14 (TEMPORARY SUSPENSION OF REGULATORY ORDINANCES), AMENDING SECTION 10.28.010 (DRINKING IN PUBLIC) OF CHAPTER 10.18 (INTOXICATION) OF TITLE 10 (PEACE, MORALS AND SAFETY), REPEALING CHAPTER 13.60 (PARADES - ASSEMBLAGES) OF TITLE 13 (VEHICLES & TRAFFIC) AND AMENDING TITLE 14 (PUBLIC PROPERTY) WITH THE ADDITION OF CHAPTER 14.18 (SPECIAL EVENTS PERMIT), TO ESTABLISH A COMPREHENSIVE REGULATORY FRAMEWORK FOR CITY SPECIAL EVENTS ON PUBLIC PROPERTY.

City Attorney Summary

This Ordinance amends Title 14 (Public Property) of the City of Placentia Municipal Code with the addition of Chapter 14.18 (Special Events Permit) which provides a full regulatory scheme for special events and a process for obtaining special event permits. In addition, it amends Section 10.28.010 (Drinking in Public) of Chapter 10.18 (Intoxication) of Title 10 (Peace, Morals, and Safety) of the City of Placentia Municipal Code to allow the use of alcohol at a special event with the issuance of a special event permit. This Ordinance also repeals Chapter 13.60 (Parades – Assemblages) as those regulations are now codified in Chapter 14.18. Finally, it amends Title 1 (General Provisions) Chapter 1.14 (Temporary Suspension of Regulatory Ordinances) of the City of Placentia Municipal Code granting the City Administrator the ability to suspend provisions of the Municipal Code, with regard to special events.

A. Recitals

WHEREAS, the City of Placentia has the authority, under its police power, to enact regulations for the public peace, morals, and welfare of the City; and

WHEREAS, the City Council recognizes the substantial community benefits that may result from community events such as providing cultural enrichment, promote economic vitality, and enhance community identity; and

WHEREAS, the City Council of the City of Placentia desires to adopt a regulatory ordinance for the regulation of special events and for the more efficient processing of special event permits with an administrative process.

B. Ordinance

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

SECTION 1. Chapter 1.14 of Title 1 of the Placentia Municipal Code is hereby amended by adding new Section 1.14.015 as follows:

1.14.015 Special Event definition.

“Special Event” means an event for which a Special Event Permit is issued pursuant to Chapter 14.18 of Title 14 (Public Property) of the Placentia Municipal Code

SECTION 2. Sections 1.14.020 and 1.14.030 of Chapter 14 of Title 1 of the Placentia Municipal Code are hereby amended as follows:

1.14.020 Authority to suspend regulatory ordinances.

The ~~city council~~ **City Administrator, or his/her designee**, ~~by ordinance or resolution,~~ may suspend the operation of any one or more regulatory ordinances to the extent that such ordinances would otherwise apply to one or more specifically designated **Special Events** ~~conducted, sponsored, co-sponsored or sanctioned by the city,~~ and which, in the judgment of the ~~city council~~ **City Administrator, or his/her designee**, would interfere with or impede the ~~conduct of such designated special events~~ **Special Events**.

1.14.030 Procedure.

In suspending the operation of any regulatory ordinance, the ~~city council~~ **City Administrator, or his/her designee** shall, **on the Special Event permit**:

- (1) Identify the event;
- (2) Specify, in as detailed manner as feasible, the exact date or dates and starting and ending times of such suspension;
- (3) Identify the person or persons or organizations to which such suspension shall apply;
- (4) Designate the ordinance, code section or portion thereof which is to be suspended and, if any portion thereof is to remain in effect as to such persons or event, designate such portions;

(5) Impose such conditions, restrictions or limitations upon the conduct of such event, or upon the suspension of such ordinance as are deemed necessary to protect the public health, safety and welfare; and

(6) Specifically, state that, except as to the event, the time, and the persons or organizations so designated, such ordinances shall remain in full force and effect.

SECTION 3. Section 10.28.10 (Drinking in Public) of Chapter 10.28 (Intoxication) of Title 10 (Peace, Morals and Safety) is amended to read as follows:

10.28.010 Drinking in public.

No person shall drink any alcoholic liquor on any street, alley, sidewalk or parkway or any park, railway depot or other place open to the public or in any automobile within the city; except, that nothing in this section shall apply to any premises holding an on-sale liquor license from the state **or a Special Event Permit issued pursuant to Chapter 14.18 of this code that permits alcohol use during the Special Event.**

SECTION 4. Chapter 13.60 (“Parades – Assemblages”) of Title 13 (Vehicles & Traffic) is hereby repealed in its entirety.

SECTION 5. Title 14 (Public Property) is hereby amended by adding Chapter 14.18 (Special Events Permit) as follows:

Chapter 14.18 City Special Events.

- 14.18.010 Purpose.
- 14.18.020 Definitions.
- 14.18.030 Special Event Permit required, prohibited events
- 14.18.040 Exemptions.
- 14.18.050 Application Procedures.
- 14.18.060 Application form and content.
- 14.18.070 Action on application
- 14.18.080 Permit conditions.
- 14.18.090 Grounds for denial.
- 14.18.100 Permit issuance.
- 14.18.110 Special security assignments and submission of security plan.
- 14.18.120 Fire Department, Police Department and Public Works Department review.
- 14.18.130 Indemnity agreement.
- 14.18.140 Insurance requirements.
- 14.18.150 Cleanup deposits for Events.
- 14.18.160 Cost recovery.
- 14.18.170 Appeal procedure.
- 14.18.180 Violation.
- 14.18.190 Revocation.

- 14.18.200 Interfering with activity prohibited.**
- 14.18.210 Rules and regulations.**
- 14.18.220 Unlawful use of City name.**
- 14.18.230 Applicability.**
- 14.18.240 Severability.**

14.18.010 Purpose

It is the purpose and intent of the City Council to establish standards for the issuance of a permit for special events to use City streets, parks, facilities and services. It is recognized that these special events enhance the City's lifestyle and provide benefits to the citizens through the creation of unique venues for entertainment that are not normally provided as part of governmental services. It is further intended to create a mechanism for cost recovery for special events without adversely impacting those events that contribute to the community. It is also the intent of the City Council to protect the rights of its citizens to engage in protected free speech expression activities. Consequently, it is not the intent of this ordinance to regulate conduct, the sole or principal object of which is the expression, dissemination or communication by verbal, visual, literary or auditory means of opinion, views or ideas which are protected by the First Amendment of the United States Constitution or Article 1, Section 2 of the California Constitution.

14.18.020 Definitions

For purposes of this Chapter, the following words and phrases when used in this chapter shall mean:

- (1) *Amplified sound.* Music or speech projected or transmitted by electronic equipment, including, but not limited to, an amplifier, loudspeakers, or similar devices.
- (2) *Applicant.* Any person, group, organization, or entity that seeks a Special Event Permit from the City to conduct or sponsor an Event governed by this Chapter. An applicant must be 18 years of age or older.
- (3) *Athletic event.* An occasion in which a group of persons collectively engage in a sport or other form of physical exercise on a City street, sidewalk, alley, or other street right-of-way, which obstructs delays, or interferes with the normal flow of pedestrian or vehicular traffic or does not comply with traffic laws and controls. Athletic events include mass participation sports such as marathons, running events, bicycle races or tours or other such spectator sports.
- (4) *Block party.* A festive gathering on a residential or commercial street or area requiring a closure of a street, or a portion thereof, to vehicular traffic and use of the street for the festivity.
- (5) *Chief of Police.* The Chief of Police or his/her authorized designee.

- (6) *City Administrator*. The City Administrator or his/her authorized designee.
- (7) *City Facility*. City Facilities include, but is not limited to, streets, sidewalks, rights of way, Parks and facilities, as well as any easements over private property for the benefit of the public.
- (8) *Event (Special Event)*. An athletic event, block party or other special event.
- (9) *Other special event*. A street fair, circus, farmers market, street market, art and craft show, procession, exhibition (i.e., car show, air show), carnival, festival, indoor or outdoor musical concert or other event or gathering which occurs on a City street, sidewalk, alley or other street right-of-way, City park, or City facilities or which:
- a. Is likely to obstruct, delay, or interfere with the normal flow of pedestrian or vehicular traffic; or
 - b. Whose participants are likely not to comply with traffic laws and controls; or
 - c. Which involves the use or impacts upon public property or facilities and the provision of City public safety services in response thereto.
- (10) *Parade*. Any procession or assemblage of two or more persons or vehicles moving on or along any public street or place for the purpose of advertising, promoting or celebrating any show, event, special day, exhibition, game or any goods, wares or merchandise.
- (11) *Park*. Includes all parks, parkways, medians, pedestrian malls, plazas, greenbelts, gardens, lakes, and any other property owned or controlled by the City, including structures thereon and off-street parking areas that are used in connection therewith, which are operated or maintained for passive or active recreational purposes. The term “park” also includes any property owned or controlled by the City as open space, including undeveloped sites for future parks. The term “park” does not include the City Hall facility.
- (12) *Permit application fee*. The fee to be paid by the special event permit applicant at the time the application is filed with the Community Services Department, pursuant to the application fee schedule established by resolution of the City Council.
- (13) *Permittee*. Any person or organization that is issued a special events permit by the City Administrator.
- (14) *Public property*. Includes all City owned or controlled real property, including, but not limited to, streets and sidewalks, rights of way, parks, and facilities, as well as any easements over private property for the benefit of the public.

14.18.030 Special event permit required, prohibited events.

(1) Except as provided by the terms of a permit, lease, or contract which has been specifically authorized by the City Council, no person shall conduct or cause to be conducted, participate or engage in, hold, manage, permit or allow another to conduct an Event, in, on or upon any City Facility without first having obtained a Special Event Permit pursuant to this Chapter not less than 60 days prior to the Event.

(2) The City Administrator is authorized to issue permits for Events occurring within or on City Facilities pursuant to the standards established in this Chapter. The City Administrator and/or Chief of Police is authorized to coordinate the issuance of a permit for such Events with other public agencies through whose jurisdiction or property such Event or portion thereof shall occur and to issue a permit upon the concurrence of the other public agencies involved. The issuance of a permit shall confer upon the permittee the right to control and regulate concessions within the venue of the Event in accordance with the terms and conditions set forth in the permit.

(3) The procedures or requirements of this Chapter shall not affect or supersede the provisions of law or the requirements for the issuance of fireworks, structural, electrical or other permits by City departments prescribed elsewhere in this Code, when such permits are otherwise required because of a particular condition or requirement of the Event.

(4) No person shall have, hold or conduct a Parade on or along any public street or in any public place unless the Parade is exempt pursuant to section 14.18.040

14.18.040 Exemptions.

A permit shall not be required under this Chapter for the below-listed activities, although the City Administrator may issue a permit or similar certificate to an organizer who requests such document. An exempt activity is required to comply with general regulations governing public health and safety.

(1) City Events, including those sponsored by or in which City is a partner.

(2) Filming activities pursuant to a film permit issued in accordance with Chapter 23.92 of this Code.

(3) Funeral procession by a licensed mortuary or funeral home.

(4) Activities conducted by a government agency (such as state, county, or school district) acting within the scope of its authority. This exemption does not apply when the government agency activity impedes upon any city-owned property or right-of-way.

(5) Promotional events or sidewalk sales within an integrated commercial development pursuant to Section 23.81.015 of this Code.

- (6) Carnivals not on City Facilities and which are issued a permit in accordance with Chapter 10.48 of this Code.
- (7) Use of parks or facilities pursuant to a permit issued in accordance with Section 14.08.230 of this Code.
- (8) City parades.

14.18.050 Application procedures.

- (1) *Application.* Any person desiring to sponsor an Event not exempted by Section 14.18.040 shall apply for a Special Event Permit by filing a verified application with the Community Services Department on a form supplied by the Community Services Department. All applications shall be submitted not less than 60 calendar days nor more than 12 months before the Event date. If the application is for a first amendment Event, the application must be submitted at least 48 hours prior to the Event.
- (2) *Application fee.* An application for a permit to conduct an Event shall be accompanied by a non-refundable permit application fee in an amount established by resolution of the City Council.

14.18.060 Application form and content.

An application for a Special Event Permit shall be on a City form and signed by the applicant who is at least 18 years of age, and contain all of the following information:

- (1) The name, mailing address, email address, and daytime and evening telephone number of the applicant, and a certification that the applicant will be financially responsible for any fees and costs that may be imposed for the Event.
- (2) The name, mailing address and daytime and evening telephone numbers of an alternative person who may be contacted if the applicant is unavailable.
- (3) The name, mailing address and daytime and evening telephone numbers of the person or persons chiefly responsible for the conduct of the Event.
- (4) If the Event is proposed to be sponsored by an organization, the name, mailing address and telephone number of the organization and the authorized head of the organization. If such Event is designed to be held by, on behalf of, or for any organization other than the applicant, the applicant for such permit shall file a written communication from such organization authorizing the applicant to apply for such permit on its behalf, and certifying that it will be financially responsible for any costs or fees that may be imposed for the Event.
- (5) The name of the person who will be present and in charge of the Event on the day of the Event and their contact information during the Event.

- (6) The requested Event date, including the dates and times for set-up and clean-up, and the starting and finishing time of the Event. Also include two alternative dates.
- (7) A description of the planned Event.
- (8) The estimated number of participants.
- (9) The approximate number of persons, animals or vehicles which will constitute the Event, the kinds of animals, a description of the types of vehicles to be used, the number of bands and other musical units and the nature of any equipment to be utilized to produce sounds or noise during Event, if any.
- (10) The number of persons proposed or required to monitor or facilitate the Event and provide spectator or participant control and direction for Events using City streets or facilities.
- (11) A site plan identifying the proposed Event and staging locations, including specific street closures or street routes, if any, or park area requested and parking areas. Should the event propose a road, lane or sidewalk closure, a detour and/or traffic control plan shall be submitted to the Engineering division of the Public Works Department for review and approval.
- (12) The location of any sound amplification, electrical generators, stages, tents, canopies, cooking apparatus, food trucks, mechanical rides, jump houses, or other amusement attractions, and lights.
- (13) A preliminary security plan and any monitors to be employed during the Event, including a site map showing emergency exit routes.
- (14) Number and location of portable sanitation facilities, when appropriate, and other equipment or services necessary to conduct the Event with due regard for participant and public health and safety. Portable sanitation facilities shall include secondary containment.
- (15) Provisions for first aid or emergency medical services, or both, where appropriate, based on Event risk factors, and the location of those services or stations.
- (16) A complete list of all vendors participating in the Event, provided no less than 14 days prior to Event
- (17) The proposed distribution or sale of any food or beverage, including alcoholic beverages. If alcoholic beverages are included, provide all applicable governmental licenses and registrations allowing the sale of alcoholic beverages at the Event no less than 14 days prior to Event.
- (18) Any City equipment or personnel requested.

(19) Insurance information as required under this Chapter.

(20) Any supplemental information which the City Administrator shall find reasonably necessary, under the particular circumstances of the Special Event Permit application, to determine whether to approve or conditionally approve a Special Event Permit application pursuant to the provisions of this Chapter.

14.18.070 Action on application.

The City Administrator shall approve, conditionally approve, or deny an application on the grounds specified in Section 14.18.090. Such action shall be taken as expeditiously as possible and, in any case no later than fifteen (15) business days after the City Administrator receives a completed application for an Event unless the applicant agrees, upon the request of the City Administrator, to extend the time for making decision to a later date. Events for first amendment activity of an urgent nature and impacting the public right of way or public facilities will be handled on an expedited basis, in order to protect constitutional rights. If the application is denied, the City Administrator shall inform the applicant of the grounds for denial in writing, and shall further inform the applicant of his or her right of appeal. If the City Administrator relied on information about the Event other than that contained in the application, he/she shall inform the applicant of the additional information he/she considered. The applicant shall be notified of any permit conditions at the time the application is approved and of the applicant's right to appeal the permit conditions.

For Events which will require a substantial amount of City resources the City Administrator, in his/her discretion, may refer the Special Even Permit to the City Council for approval and/or additional permit conditions.

14.18.080 Permit conditions.

The City Administrator may condition the issuance of a Special Event Permit by imposing reasonable requirements which are necessary to protect the health, safety and welfare of persons and property, and to provide for adequate control of traffic. Such conditions may include, but need not be limited to the following:

- (1) Alteration of the date, time, route or location of the Event proposed on the Event application.
- (2) Conditions concerning the area of assembly and disbanding of Events.
- (3) Conditions concerning accommodation of pedestrian or vehicular traffic, including restricting the Event to only a portion of a street.
- (4) Requirements for use of traffic cones or barricades.
- (5) Requirements for provision of first aid, sanitary or emergency facilities.

- (6) Requirements for use of Event monitors and some method for providing notice of permit conditions to Event participants.
- (7) Restrictions on the number and type of vehicles, animals, or structures at the Event, and inspection and approval of structures, equipment, and areas of assembly for safety by the Placentia Fire & Life Safety Department.
- (8) Compliance with animal protection ordinances and laws.
- (9) Requirements for waste disposal plan including proper sorting of waste streams and recovery of edible food in compliance with SB 1383, cleanup and restoration of City property. Organizers are responsible for the costs of waste disposal associated with the Event.
- (10) Restrictions on use of amplified sound.
- (11) An application for a Special Event Permit to conduct a block party may be conditioned on notice and approval by 50 percent of the owners or tenants of dwellings or businesses along the affected street(s).
- (12) Compliance with any relevant ordinance or law in obtaining any legally required permit or license.
- (13) Requirements for special security assignments and/or hiring of security.

14.18.090 Grounds for denial.

- (1) *Considerations.* The City Administrator shall deny an application for a Special Event Permit if he/she determines from a consideration of the application and other pertinent information that one or more of the following exists:
 - a. The information contained in the application, or supplemental information requested from the applicant, is found to be materially false or misleading.
 - b. The applicant failed to complete the application form, or to pay any required fee or deposit, after having been notified that additional information, documents, and/or fee or deposit is required.
 - c. The City Administrator has earlier received an application to hold another Event at the same time and place requested by the applicant, or so close in time and place as to cause undue traffic congestion, or where the Police Department determines it is unable to meet the needs for police services for both Events.
 - d. The nature, time, route or size of the Event is reasonably likely to interrupt the safe and orderly movement of traffic in areas around the Event site, or

will disrupt the use of City streets at a time when they are usually subject to congestion.

- e. The concentration of persons, animals, vehicles, or other equipment or materials at the site of the Event, or the assembly and disbanding areas around an Event, are reasonably likely to make it difficult for police, fire or ambulance services to access the Event or the areas around the Event.
- f. The size and nature of the Event is such that the City does not reasonably believe that it can provide sufficient resources in order to ensure the public health and safety can be maintained both for the Event and for the rest of the City.
- g. The size or nature of the Event is such that it is reasonably likely to require diversion of so great a number of City police, fire or other City personnel such that the City cannot ensure participants will stay within the boundaries of the Event, or that Event participants will be sufficiently protected.
- h. The location of the Event is reasonably likely to substantially interfere with any construction or maintenance work scheduled to take place upon or along the City streets, or a previously granted encroachment permit.
- i. The Event is reasonably likely to occur at a time when a school is in session, at a route or location adjacent to the school, and the noise created by the activities of the Event would substantially disrupt the educational activities of the school.
- j. The Event will violate public health or safety law or fail to conform with the requirements of law or duly established City Council policy.
- k. The applicant demonstrates an inability or unwillingness to conduct an Event pursuant to the terms and conditions of this Chapter or has failed to conduct a previously authorized or exempt Event in accordance with law or the terms of the permit, or both.
- l. The Event will unreasonably interfere with the normal use of the City facility by residents.

(2) *Conditional approval.* When the grounds for denial of an application for a permit specified in subdivisions 1.c through 1.l of this Section can be corrected by solely altering the date, time, duration, or location of the Event, the City Administrator, instead of denying the application, may choose to conditionally approve the application pursuant to Section 14.18.080. The conditions imposed shall provide for only such modification of the applicant's proposed Event as are necessary to achieve compliance with subdivisions 1.c through 1.l of this Section, and shall be consistent with rules and regulations established by the City Administrator and approved by a resolution of the City Council. The applicant must submit the corrected information at least 21 days prior to the Event.

14.18.100 Permit issuance.

The City Administrator shall issue the Special Event Permit once the application has been approved, the applicant has agreed in writing to comply with the terms and conditions of the permit, and all of the requirements of this Chapter have been satisfied.

14.18.110 Special security assignments and submission of security plan.

The applicant or sponsor of an Event shall submit a plan setting forth the proposed security measures to be taken to protect the health, safety and welfare of the participants in the Event. The plan shall be submitted concurrently with the permit application to the Chief of Police who may require the alteration of the plan to provide greater security measures including but not limited to the hiring of private security personnel and/or City police officers at the applicant's expense as a condition of permit issuance.

14.18.120 Fire Department, Police Department and Public Works Department Review.

An official from the Fire & Life Safety Department, Police Department and/or Public Works Department may, after review of the scope of the Event, determine that additional resources are required to ensure public health and safety. The official from each of these respective departments will determine the potential risks to participants, community impacts, the level of emergency support required, and any additional resources which may be required. Applicant will bear all related costs of expenses for such additional resources.

14.18.130 Indemnification agreement.

Prior to the issuance of a Special Event Permit, the permit applicant or the authorized officer of the sponsoring organization must sign an agreement to reimburse the City for any costs incurred by it in repairing damage to City property or private property occurring in connection with the Event and proximately caused by the actions of the permittee or sponsoring organization, its officers, employees, agents or volunteers, or any person who was under the permittee's or sponsoring organization's control insofar as permitted by law. The agreement shall also provide that the permittee or sponsoring organization shall defend the City against, and indemnify and hold the City harmless from, any liability to any persons resulting from any damage or injury occurring in connection with the permitted Event proximately caused by the actions of the permittee or sponsoring organization, its officers, employees, agents, or volunteers, or any person who is under the permittee's or sponsoring organization's control insofar as permitted by law.

14.18.140 Insurance.

(1) *Liability.* The applicant or sponsor of an Event must possess or obtain public liability insurance to protect against loss from liability imposed by law for damages on account of bodily injury or property damage arising from the Event. Such insurance shall

name on the policy or by endorsement as additional insureds the City of Placentia, its officers, officials, employees and agents. Insurance coverage must be maintained for the duration of the Event. Coverage shall include, but is not limited to, a comprehensive general liability insurance policy issued by an insurance carrier approved by the City's Risk Manager with minimum limits of \$1,000,000.00 combined single limit bodily injury and property damage for each occurrence, or at such limits determined to be necessary by the City's Risk Manager.

(2) *Food and beverage.* If food or nonalcoholic beverages are sold or served at the Event, the policy must also include an endorsement for products liability in an amount not less than \$1,000,000.00, or at such limits determined to be necessary by the City's Risk Manager. If alcoholic beverages are sold or served at the Event, the policy must also include an endorsement for liquor liability in an amount not less than \$1,000,000.00.

(3) *Automobile.* If the Event involves the use of licensed motorized vehicles, the policy must also include an endorsement for automobile liability in an amount not less than \$1,000,000.00, or at such limits determined to be necessary by the City's Risk Manager.

(4) *Certificates of insurance.* A copy of the policy or a certificate of insurance along with all necessary endorsements must be filed with the City's Risk Manager no less than ten (10) business days before the date of the Event unless the City's Risk Manager for good cause waives the filing deadline. The Special Event Permit shall not be issued by the City Administrator until after the insurance policy or certificate of insurance along with the necessary endorsements have been filed by the applicant or sponsor and approved by the City's Risk Manager.

(5) *Additional insured endorsement.* The City of Placentia, its officers, employees, representatives, attorneys, and volunteers shall be named as additional named insureds with respect to liability arising out of activities performed by or on behalf of the applicant in connection with the Event as well as for automobiles owned, leased, hired, borrowed or used in connection with the Event.

14.18.150 Cleanup deposits for Events.

(1) *Cleanup deposit.* The applicant or sponsor of an Event shall be required to provide a cleanup deposit prior to the issuance of a Special Event Permit. The cleanup deposit shall be an amount based on the reasonable anticipated costs to be incurred by the City, taking into account the same or similar events occurring previously.

(2) *Refund.* The cleanup deposit shall be returned after the Event if the area used for the Event has been cleaned and restored to the same condition as existed prior to the Event. If the actual cost for cleanup is less than the estimated cost, the applicant will be refunded the difference. Should the amount of the bill exceed the cleanup deposit, the difference shall become due and payable to the City upon the applicant's receipt of the bill.

(3) *Waiver.* The cleanup deposit requirement may be waived by the City Administrator if the applicant or an officer of the sponsoring organization establishes to the satisfaction of the City Administrator that such requirement is not necessary.

(4) *Appeals.* If the applicant or sponsor disputes the cleanup charge, he/she must appeal to the City Administrator within five (5) calendar days after receipt of the bill or the charge shall be deemed reasonable. The decision of the City Administrator shall be final unless appealed pursuant.

14.18.160 Cost recovery.

(1) Except as provided herein or when waiver is approved by the City Council, the City Administrator shall charge for the cost of all City personnel involved in the Event or in the permit processing. The cost shall be based on the approved cost recovery schedule set by the City Council in the resolution governing fees and charges, or the actual cost of such personnel if not referenced in the resolution. Actual charges may also be made for the use of City equipment and other non-personnel expense for any Event. The City Administrator shall require prepayment of such fees for an Event or a reasonable estimate thereof at the time the completed application is approved, unless the City Administrator for a good cause extends the filing deadline or time for payment as prescribed herein or (b) the City waives all or part of the expense reimbursement as prescribed herein. The reasonable estimate may be based on cost incurred by the City in prior years for the same or similar events.

(2) The issuance of the permit pursuant to this Chapter in no way obligates or requires the City Administrator to provide any City services, equipment or personnel in support of an Event.

(3) The City's right to seek reimbursement may be waived by the City Council under the following conditions:

- a. A public purpose will be served and the Event provides a benefit to the citizens of the City; and
- b. The nature of the Event is such that it is determined the permittee is unable to recover sufficient revenue from the Event to repay the City costs.

Factors to be considered in determining whether a public purpose is served shall include: whether the Event is organized and conducted by a tax exempt non-profit organization which operates from or provides substantial services within the City, whether the organization provides a benefit to the general public, and does not exclude participation by the general public (notwithstanding an admission or participation fee), and whether the services provided by the City will improve crowd or Event control and general public safety.

(4) If after issuance of the permit but prior to the occurrence of the Event, the Chief of Police determines that there is a need to provide additional police services, equipment or

personnel in direct support of the Event, the additional cost may be borne by the permittee. Failure to pay the additional cost may be grounds for revocation of the permit and/or grounds for refusal to issue future permits.

14.18.170 Appeal procedure.

(1) *Grounds.* The applicant shall have the right to appeal:

- a. Denial of a permit.
- b. A permit condition.
- c. A determination that the applicant's insurance policy does not comply with the requirements specified in Section 14.18.140.
- d. The cleanup deposit requirement as specified in Section 14.18.150.
- e. The special security assignment and security plan requirement as specified in Section 14.18.110.
- f. The cost recovery requirement as specified in Section 14.18.160.

(2) *Filing.* A notice of appeal stating the grounds of appeal with specificity shall be filed with the City Clerk within ten (10) calendar days after mailing or personal delivery of a notice of the action to be appealed. The appeal must be filed no later than Tuesday, 12:00 noon, in order to qualify to be placed on the City Council's next regular meeting agenda.

(3) *Hearing.* The City Council shall hear the applicant or a designated representative and receive any relevant information and documents. The decision of the City Council shall be final.

(4) *City Administrator.* If there is insufficient time for a timely appeal to be heard by the City Council prior to the date on which the Event is scheduled, the applicant may, at his or her option, request that the City Clerk schedule the appeal before the City Administrator. The City Administrator or his/her designee shall hold a hearing no later than two (2) business days after the filing of the appeal, and will render his/her decision no later than one (1) business day after hearing the appeal. If the appeal is heard before the City Administrator, the City Administrator's decision shall be final.

(5) *Fees.* A fee in an amount established by resolution of the City Council shall be paid at the time of the filing of the notice of appeal.

14.18.180 Violations.

(1) Violations of this Chapter shall be charged to the applicant and/or sponsor of the Event pursuant to Chapters 1.08 (General Penalty) and 1.10 (Administrative Penalties) of this Code, as well as any other remedies available to the City at law or equity.

(2) In addition to the penalties provided for in Chapters 1.08 (General Penalty) and 1.10 (Administrative Penalties) of this Code, sponsors, applicants, or participants of an Event may be cited and/or ejected from the public property for violations of this Chapter after notice and an opportunity to cure the violation.

(3) In the event that the permittee violates any condition of the permit issued, the permittee may lose the ability to apply for a Special Event Permit within one year of the Event for which the violation occurred and/or any Event for which the applicant is the same as the permittee.

14.18.190 Revocation.

A Special Event Permit can be revoked by the City Administrator for any of the following reasons:

(1) Failure to comply with any permitting requirements or conditions of approval.

(2) Knowingly providing false, misleading, or fraudulent information.

(3) Failing to pay required fees, charges, or deposits.

(4) Failing to agree to the indemnification provisions or failing to provide proof of insurance to the extent required.

(5) The Event materially changes after a permit has been approved.

14.18.200 Interfering with activity prohibited.

(1) It is unlawful for any person to obstruct, impede or interfere with any authorized assembly, person, vehicle or animal participating in an Event for which a Special Event Permit has been issued.

(2) No person shall drive a vehicle between vehicles or person traversing the route of a parade, assemblages or Events authorized by a permit when such vehicles or persons are in motion.

(3) No person shall park along or within any portion of the route or side of an Event authorized by a permit, when the route of a parade, assemblage or Event has been posted as a no-parking zone.

14.18.210 Rules and regulations.

The City Administrator is authorized to promulgate additional policies, rules and regulations that are consistent with and that further the provisions set forth within this Chapter and the provisions of law that pertain to the conduct and operation of an Event.

The City Administrator may, at his/her discretion, delegate any or all of the functions hereunder, subject to all of the conditions of this Chapter.

14.18.220 Unlawful use of City name.

It is unlawful for any Event organizer to use in the title of the Event the words "The City of Placentia" or "City of Placentia", or facsimile of the seal or logo of the City of Placentia without City's written authorization.

14.18.230 Applicability.

The provisions of this Chapter shall apply to completed applications submitted on or after the effective date of this ordinance.

14.18.240 Severability.

If any portion of this Chapter is for any reason held to be invalid, such decision shall not affect the remaining portions of this Chapter. The City Council hereby declares that it would have adopted the Chapter or any portion thereof, irrespective of the fact that one or more portions be declared invalid, and to the extent such portions can be given effect without the invalid provisions or portions thereof shall be severable.

SECTION 6. Environmental Compliance: Pursuant to the provisions of the California Environmental Quality Act ("CEQA") (California Public Resources Code Sections 21000 et seq.) and State CEQA guidelines (Sections 15000 et seq.) the ordinance is not a "project" and further, that it can be seen with certainty that there is no possibility that the ordinance in question may have a significant effect on the environment, either directly or indirectly, and that therefore no environmental review under the CEQA is required, pursuant to CEQA Guidelines Section 15061 (b)(3).

SECTION 7. Severability: If any section, paragraph, sentence, clause, phrase or portion of this Ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof. The Mayor and City Council of the City of Placentia hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed, and the balance of the ordinance be enforced.

SECTION 8. Certification: The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same, or the summary

thereof, to be published and posted pursuant to the provisions of law and this Ordinance shall take effect thirty (30) days after passage.

INTRODUCED at a regular meeting of the City Council of the City of Placentia held on _____, 2025.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2025.

Kevin Kirwin, Mayor

ATTEST:

Robert S. McKinnell, City Clerk

I, Robert S. McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Placentia, held on the _____ day of _____ 2025 and adopted at a regular meeting of the City Council of the City of Placentia, held on the ____ day of _____, 2025 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



Agenda Item No: 1.h

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: May 6, 2025

Submitted by: Teri Knutson

From: Police Department

Subject:

Retirement and Ownership Transfer of Police Service Dog

Financial Impact:

Fiscal Impact:

Expense: \$0.00
Offsetting Revenue: \$1.00

Summary:

Police Service Dog "Champ" is six years old. After several years of loyal and exemplary service with the Placentia Police Department, "Champ" has reached the end of his service career due to unforeseen medical issues. The Police Department is requesting approval from City Council to transfer ownership of "Champ" to Police Officer Zachary King.

Recommendation:

Recommended Action: It is recommended that the City Council take the following action to:

1. Approve the "Release and Waiver of Liability and Indemnity Agreement" authorizing the transfer of ownership of retired Police Service Dog "Champ" to Officer Zachary King; and
2. Authorize the Interim City Administrator, or his designee, to execute an agreement with Police Officer Zachary King to purchase Police Service Dog "Champ" in the amount of one dollar (\$1.00). In a form approved by the City Attorney.

Strategic Plan Statement:

This item is consistent with the City Council approved Strategic Plan Goal 2, to ensure that Public Safety Continues to be a High Priority.

Discussion:

Police Service Dog "Champ" is 6 years old and has served the City of Placentia for approximately 5 years. Champ has had a distinguished career as both a Patrol and Narcotics Detection dog. During Champ's length of service, he has been involved in numerous felony arrests and apprehensions as well as illicit drug seizures. At six years of age, Champ is slowing down and has developed spine issues that will only worsen. It has been recommended that Champ retire now so he can have a decent quality of life. It has been department practice, since inception of the canine program, to transfer ownership of the canines that have reached the end of their active service life, to their handlers or former handlers for a nominal sum. Transfer of ownership is also standard practice among other law

enforcement agencies. This practice is in the best interest of the animal and removes the possibility of any potential liability to the City. Council has approved such transfers in the past when service dogs have reached an age or developed medical conditions, which prevent their continued service.

Police Officer Zachary King, Champ's handler for the Police Department wishes to purchase ownership of Champ and the City wishes to divest itself of both ownership and vicarious or direct liability for Champ. Champ should be released to Officer King as per the contract. Officer King will purchase Champ for the sum of one dollar (\$1.00). The required Release and Waiver of Liability and Indemnity Agreement has been reviewed and approved by the City Attorney.

Fiscal Impact Summary:

There is no expense to the City and the City will receive one dollar (\$1.00) from the sale of Police Service Dog Champ to Police Officer Zachary King.

Attachments

[Retired K9 Purchase - Waiver Agreement \(003\).doc](#)

CITY OF PLACENTIA

“RETIRED” POLICE DOG RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

This Agreement is made and entered into this 6th day of May 2025, by and between the City of Placentia, a Municipal Corporation and Charter City (hereinafter referred to as “CITY”) and Officer Zachary King (hereinafter referred to as “PURCHASER”).

In consideration of the sum of one dollar (\$1.00), and the transfer of ownership of a certain canine, “Champ” a (hereinafter referred to as “DOG”), the PURCHASER accepts full responsibility, ownership, and control of the DOG and promises, agrees, and covenants to the following waivers, release, and agreement to indemnify CITY, its officials, officers, employees, and agents (collectively the “INDEMNIFIED PARTIES.”)

1. **Waiver and Release.** PURCHASER hereby waives all actions (whether legal, equitable or declaratory in nature), proceedings, (whether in courts or administrative bodies), alternative dispute resolution procedures (whether arbitration, mediation or otherwise), demands, claims, and causes of action, and other means of recovery, of whatever nature, for injuries to person (including without limitation death, dismemberment and emotional distress), or damages (whether to person, property or business and including without limitation all forms of monetary recovery, whether for general, special, compensatory, or punitive damages, loss of earnings, loss of earning capacity, loss of profits or other damages of whatever nature), arising from the actions of or in any way related to the DOG from the date of this Agreement. PURCHASER expressly acknowledges that he is familiar with Section 1542 of the California Civil Code which provides:

PURCHASER expressly waives and relinquishes any right and benefit which he or she may have under Section 1542 of the California Civil Code, or any State or federal statute or common law principle to similar effect, to the full extent that such rights and benefits may be lawfully waived pertaining to the subject matter of the waiver and release set forth in this paragraph. PURCHASER understands and acknowledges the significance and consequences of this specific waiver of Section 1542 of the California Civil Code.

2. **Indemnity and Hold Harmless.** PURCHASER shall indemnify, defend (with legal counsel selected by CITY) and hold the INDEMNIFIED PARTIES, and each of them, harmless from and against any actions (whether legal, equitable or declaratory in nature), proceedings (whether in courts or administrative bodies), alternative dispute resolution procedures (whether arbitration, mediation, or otherwise) demands, claims and causes of action of whatever nature, costs and expenses (including attorneys fees), judgments, order, decrees, liens and other

encumbrances, liabilities, injuries to person (including without limitation, death, dismemberment, and emotional distress), damages (whether to person, property, or business including without limitation, all forms of monetary recovery, whether for general, special, compensatory, or punitive damages, loss of earnings, loss of earning capacity, loss of profits or other damages of whatever nature), arising from the actions of or in any way related to the DOG from the date of this Agreement.

3. **Notice of Claims.** PURCHASER shall provide written notice to CITY within ten (10) days of the service on or delivery to PURCHASER of any claim, demand, suit, action, or other proceeding arising out of or in any way related to the subject matter covered under this Agreement.
4. **Interpretation and Severability.** PURCHASER further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect. This Agreement shall not apply to any actions, proceedings, demands, claims, and causes of action arising from the actions of the DOG occurring before the date of the Agreement.

The undersigned is fully aware of the training the DOG received and the nature of the work that the DOG performed during the period of ownership by the CITY and understands the need to provide the DOG with suitable shelter and reasonable surroundings in keeping with its training and work experience.

PURCHASER also hereby accepts the following conditions of sale.

1. The PURCHASER will not sell or give away the DOG, without the written approval of the CITY.
2. The PURCHASER will use the DOG only as a pet but may train the DOG and enter competitions.
3. The PURCHASER will not use the DOG as a detection, rescue, or service animal in any capacity, without written approval of the CITY.
4. The PURCHASER assumes full responsibility for the care, maintenance, food, housing, medical and any and all other expenses that result from or arise out of the PURCHASER's ownership of the DOG.
5. CITY will have no further responsibility or liability for the DOG or the DOG's care with exception of any unpaid veterinary expenses incurred by the DOG up to the date of retirement shall be the responsibility of the CITY. These veterinary expenses shall include any unpaid balance currently being considered by the City and any other expenses either known or unknown at the time of retirement.
6. The PURCHASER will obtain and maintain in force a Homeowner's or Renter's Insurance Policy, which specifically covers the breed of DOG which you have,

issued by a casualty carrier licensed in this state, in the minimum amounts of \$100,000 per claimant and \$300,000 per incident or event.

PURCHASER represents that he has had an opportunity to read this Agreement and seek the advice of independent legal counsel and is entering into the Agreement voluntarily.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above:

Brad Butts
Chief of Police

Thomas Hatch
Interim City Administrator

Zachary King
Purchaser

ATTEST: _____
Robert S. McKinnell, City Clerk

Approved as to form:

Christian Bettenhausen,
City Attorney



Agenda Item No: 2.a

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: May 6, 2025

Submitted by: Jeannette Ortega

From: Administrative Services

Subject:

Public Hearing Regarding the Annexation of Territory to Existing Community Facilities District No. 2024-1 (Old Town Maintenance Services) and Authorize Special Tax Annexation No. 1 for 201 S. Bradford Avenue, APN 339-365-23

Financial Impact:

Fiscal Impact:

Projected Annual Revenue: \$427.52 (CFD for Old Town Maintenance Services)

Summary:

On March 5, 2024, the City Council adopted Ordinance No. O-2024-03, an Ordinance of the City Council of the City of Placentia, California, Levying Special Taxes within the City of Placentia Community Facilities District No. 2024-1 (Old Town Maintenance Services) to provide a non-General Fund and sustainable funding source to pay for the ongoing maintenance and repairs of the public streetscape improvements as specified in the Streetscape Master Plan for Old Town Placentia. Staff recommends that the City Council annex the property at 201 S. Bradford Avenue (APN 339-365-23) to the Community Facilities District No. 2024-1 (Old Town Maintenance Services).

Recommendation:

Recommended Action: It is recommended that the City Council take the following action to:

1. Open the Public Hearing concerning the annexation of 201 S. Bradford Avenue; and
2. Receive the Staff Report, consider all public testimony, ask questions of Staff; and
3. Conduct election for annexation of 201 S. Bradford Avenue to Community Facilities District No. 2024-1 (Old Town Maintenance Services); and
4. Close the Public Hearing; and
5. Adopt Resolution R-2025-16, a Resolution of the City Council of the City of Placentia, California, ordering the annexation of territory to its Community Facilities District No. 2024-1 (Old Town Maintenance Services) and approving the amended map for said District; and
6. Authorize inclusion of the annexed territory for Community Facilities District No. 2024-1 (Old Town Maintenance Services) for Fiscal Year 2025-26 on the Orange County Secured Property Tax Roll.

Strategic Plan Statement:

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

Promote Community and Economic Development, as Objective Number 3.7 to continue to establish Old Town Historic District/Business Improvement District. This agenda item will specifically result in the funding mechanism needed to preserve and maintain the future reconstruction of the public infrastructure in Old Town Placentia.

Discussion:

In 1978, California voters enacted Proposition 13, which limited the ability of local public agencies to increase property taxes based on a property's assessed value. In 1982, the Mello-Roos Community Facilities Act of 1982 ("Act") was created to provide an alternate method of financing public infrastructure and services. Under the Act, a Community Facilities District ("CFD") may fund public improvements with a useful life of five (5) years or more, such as park and recreational facilities, streets, sewer systems, schools, libraries, childcare facilities, and other public infrastructure. CFDs may also fund the maintenance and servicing of public landscape areas, parks, streetlights, storm drain systems, and public safety services.

On July 11, 2017, the Placentia City Council approved the adoption and the Old Town Revitalization Plan. The Old Town Revitalization Plan includes a comprehensive Streetscape Master Plan. The Streetscape Master Plan dictates the specific amenities for the Old Town area, so that these elements will be consistent throughout and give the area a sense of place and a feeling of cohesiveness. These include widened sidewalks, landscape enhancements, new trees, bike racks, lighting, trash receptacles, bollards and seating.

In 2020, the City, in partnership with the County of Orange, established an Enhanced Infrastructure Financing District (EIFD). The purpose of the EIFD is to create a funding mechanism that can facilitate the construction of the Streetscape Master Plan in Old Town Placentia.

On January 23, 2024, the City Council adopted a Resolution of Intention to establish the proposed City of Placentia Community Facilities District No. 2024-1 (Old Town Maintenance Services) ("CFD") (Resolution No. R-2024-04). The City Council also adopted a Resolution of Intention to allow for Future Annexation of territory to the CFD (Resolution No. R-2024-05). A public hearing was set for March 5, 2024, to discuss the formation of the CFD and future annexation of territory.

On March 5, 2024, the City Council held a public hearing to discuss the formation of the CFD and future annexation of territory and ordered a special election. After the Special Tax Election hearing, the City Council adopted Resolution No. R-2024-16 which declared the Results of the Special Election, determined the Validity of Prior Proceedings, and directed the Recording of Notice of Special Tax Lien. The City Council introduced Ordinance No. O-2024-03, levying the Special Taxes within the City of Placentia Community Facilities District No. 2024-1 (Old Town Maintenance Services).

The CFD Report provides a description of the Services to be funded by the CFD and an estimate of the fair and reasonable cost of the Services and incidental expenses of the CFD. These services include maintenance of trees and landscape, catch basins, electricity, lighting, irrigation costs, traffic signs, sidewalks, furnishings, tools and supplies, and staff salaries. The CFD Report also shows the boundaries of the proposed CFD and the affected assessor's parcels. The CFD boundary map and future annexation area of the CFD was recorded on February 6, 2024, in the Office of the County Recorder of Orange County, California in Book

109, page 40-41 M/M of Maps of Assessment and Community Facilities Districts (Instrument No. 2024000026763).

The proposed tax to be levied is based upon a Rate and Method of Apportionment analysis. The analysis indicates that the tax rate needed to maintain the Old Town public infrastructure improvements in FY 2024-25 is \$0.0792 per land area square footage for properties that are undergoing rehabilitation/remodeling per year. Since the area is completely built out and is historic in nature, it is anticipated that most properties in Old Town will be rehabilitated/remodeled vs. new construction/development. The "Rehab/Remodel Property" means all Assessor's Parcels of Existing Building/Structure Property for which a building permit with a construction valuation greater than \$25,000 as determined by the CFD Administrator.

Annexation Process

Resolution No. R-2024-05 was adopted to allow for future annexation of territory to the CFD through a streamlined and expedited process. Annexation to the CFD will only require a petition from the property owners within the area to be annexed and a public hearing to count the votes and annex the project into the pre-established district.

Property

The landowner of Assessor's Parcel Number 339-365-23 at 201 S. Bradford Avenue, Placentia, CA 92870 has submitted to the City a petition requesting and approving annexation of that parcel ("Annexation Parcel") to the CFD (Attachment No. 1). The City's Planning Division has processed a use permit modification application for the outdoor patio improvements under the category Rehab/Remodel Property with a construction valuation of \$150,000. The conditions of approval requires annexation into the CFD prior to the issuance of their building permit as it exceeds the \$25,000 construction valuation of the "Rehab/Remodel Property" for the Old Town CFD.

Fiscal Impact Summary:

The annexation of the property into the Old Town CFD is projected to generate \$427.52 in revenue for Fiscal Year 2025–26. Combined with existing property in the CFD, this results in a total annual revenue of \$1,489.52. These recommended actions have no fiscal impact on the General Fund.

Attachments

[Property Owner Petition 201 S. Bradford Avenue.pdf](#)

[Annexation Reso 201 S. Bradford Avenue Sandoval 2025.docx](#)

[Public Hearing Old Town CFD Annexation.pptx](#)

LANDOWNER PETITION

Requesting and Approving Annexation of Territory
To City of Placentia

Community Facilities District No. 2024-01
(Old Town Maintenance Services)

Pursuant to the Mello-Roos Community Facilities Act of 1982 (Section 53311 *et seq.* of the California Government Code) (“Act”), the undersigned (“Landowner”) hereby petitions the City Council of the City of Placentia (“City”) as follows:

1. Landowner certifies that it is the record owner of certain lots and parcels (“Property”), which lots and parcels are identified below and as fully described in Exhibit “A” attached hereto and incorporated herein by reference.
2. Landowner recognizes that the Property is located within the “future annexation area” of City of Placentia Community Facilities District No. 2024-01 (Old Town Maintenance Services) (“District”), as shown on the Boundary Map entitled “Annexation Map No. 1 of Community Facilities District No. 2014-01 (Old Downtown Maintenance Services) of City of Placentia, County of Orange, California (Territory proposed for annexation in the future, with the condition that parcels within that territory may be annexed only with the unanimous approval of the owner or owners of each parcel or parcels at the time that parcel or those parcels are annexed)” (“Map”). The Map is recorded in the records of the Orange County Recorder in Book 109 of Maps of Assessment and Community Facilities Districts at pages 40-41.
3. Landowner asks that the City Council undertake proceedings under the Act to annex territory to the District to levy special taxes on the Property.
4. This Petition asks that the territory to be included in the boundaries of the annexation to the District consists of Property, as shown on the proposed Amended Map filed with the City Clerk of the City and which map is attached hereto as Exhibit “B” and incorporated herein by reference.
5. Landowner requests and approves the annexation of the Property to the District as a part of the following Tax Rate Area(s) of the District: 201 S. Bradford Avenue, Placentia, CA 92870 (APN 339-365-23).
6. Landowner acknowledges receipt of the Rate and Method of Apportionment for the District entitled “Rate and Method of Apportionment for City of Placentia Community Facilities District 2024-1 (Old Town Maintenance Services)” attached hereto as Exhibit “C” and incorporated herein by reference, and acknowledges and agrees that, upon annexation, the Property will be subject to an annual special tax to fund the following services, as well as the incidental expenses of administration of the District:

- a. Maintenance and lighting of parkways, streets, roads, public parking lots and open space, which maintenance and lighting services may include, without limitation, furnishing of electrical power to streetlights; repair and replacement of damaged or inoperative light bulbs, fixtures, and standards; and
 - b. Maintenance (including irrigation and replacement) of landscaping vegetation and trees situated on or adjacent to parkways, streets, roads, public parking lots and open space. Maintenance and repair of irrigation facilities; planting, replanting, mowing, trimming, irrigation and fertilization of grass, trees, shrubs, and other plants and vegetation; and
 - c. Maintenance and replacement of public signage and wayfinding signage, directional signage; and
 - d. Graffiti removal from and maintenance and repair of public structures situated on parkways, streets, roads, public parking lots and open space; and
 - e. Furnishing, maintenance, repair or replacement of equipment, apparatuses, fixtures, or facilities; and
 - f. Maintenance and operation of water quality improvements which include storm drainage and flood protection facilities, including, without limitation, drainage inlets, catch basin inserts and similar facilities. Maintenance services may include, but are not limited to, the repair, removal or replacement of all or part of any of the water quality improvements within the public right-of-way; clearing of inlets and outlets; erosion repairs; and cleanup to improvements, and other items necessary for the maintenance; and
 - g. Public street sweeping and refuse services on the segments of the arterials.
7. Landowner acknowledges that, pursuant to Section 53339.7(a) of the Mello-Roos Act, as a consequence of the consent and approval given by it in this petition, the City Council of the City may annex the Property to the District without any further public hearings or elections. Such annexation may only subject the Property to the taxes associated with the Tax Rate Area(s) listed in Paragraph 5 of this Petition.
8. Landowner asks that the special election to be held under the Act to authorize the annexation to the District and levy special taxes be conducted by the City and its officials, using a mailed or hand-delivered ballot and that such ballot be canvassed and the results certified at the same meeting of the City Council as

the public hearing on the annexation of the Property to the District or as soon thereafter as possible.

- 9. To expedite the completion of the proceedings, Landowner waives all notices of hearing and all published notices regarding the annexation of Property to the District, notices of election, applicable waiting periods under the Act for the holding of any public hearing and for election and all ballot arguments and analysis for the election, it being acknowledged by the Landowner that all such notices are for the benefit of the Landowner and may be waived. The Landowner agrees to timely complete and return a consent and waiver to be provided to Landowner by the City in order to expedite such proceedings. Landowner further hereby consents to and expressly waives any and all claims based on any irregularity, error, mistake or departure from the provisions of the Act or other laws of the State and any and all laws and requirements incorporated therein, and no step or action in any proceeding relative to the District or the special election therein shall be invalidated or affected by any such irregularity, error, mistake or departure.

The undersigned is the owner of the following parcels, identified below by their legal description or by the Assessor's Parcel Number assigned to them by the Orange County Assessor:

339-365-23

The full and complete legal name of the undersigned is as follows:

Arturo Sandoval

The undersigned certifies under penalty of perjury under the laws of the State of California that it is authorized to execute this petition and that the foregoing is true and correct:

Owner Name: Arturo Sandoval [Printed]

By: Arturo Sandoval [Signature]

Arturo Sandoval [Printed Name of Signer]

Its: President [Title]

Date: 5/23/24 [Date]

EXHIBIT A

The following is the legal description of the Property to be annexed to the District.

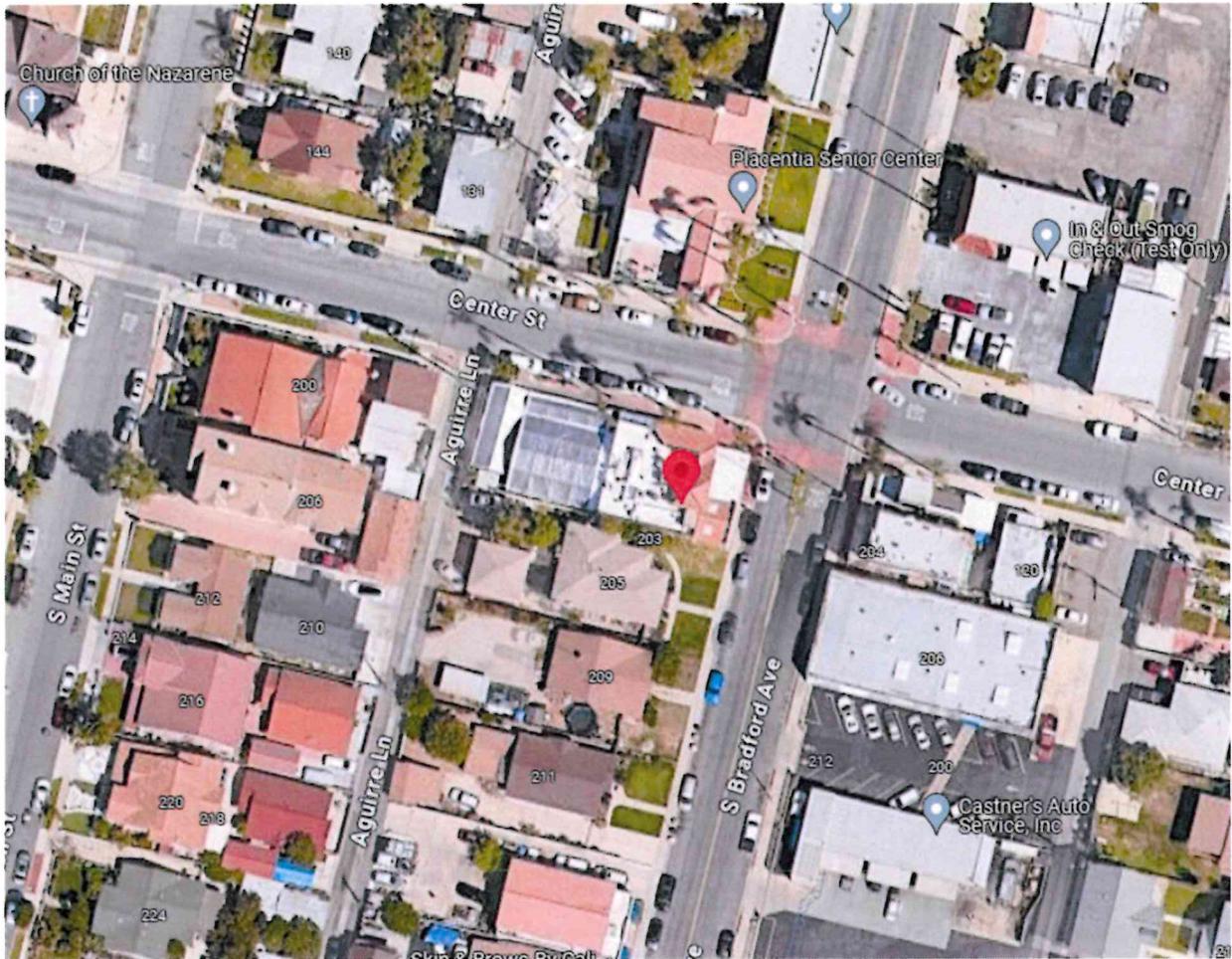
THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF PLACENTIA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

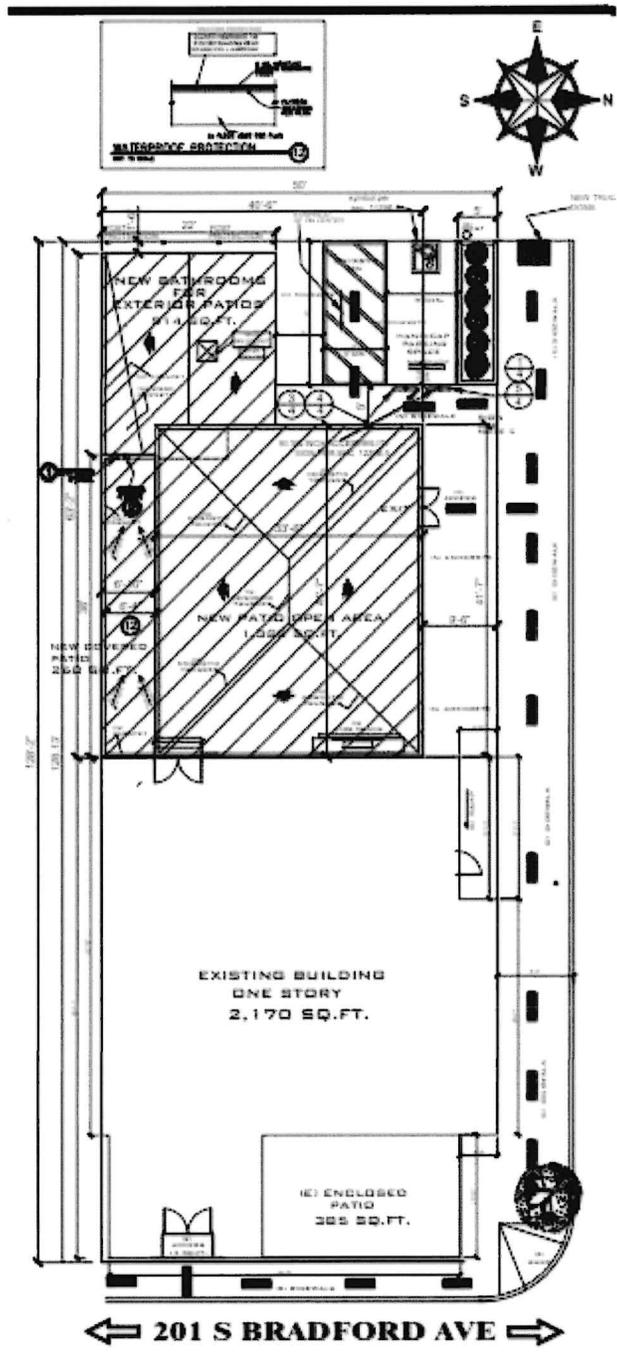
LOT 1 IN BLOCK "C" OF THE TOWNSITE OF PLACENTIA, IN THE CITY OF PLACENTIA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP THEREOF RECORDED IN BOOK 6, PAGE 38 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY.

APN: 339-365-23

EXHIBIT B

The following map shows the proposed boundaries of the Property to be annexed:





PLOT PLAN
 SCALE 1/4" = 1'-0"
 RESTAURANT EL FAROLITO

EXHIBIT C

Rate and Method of Apportionment

RATE AND METHOD OF APPORTIONMENT FOR CITY OF PLACENTIA COMMUNITY FACILITIES DISTRICT NO. 2024-1 (OLD TOWN MAINTENANCE SERVICES)

A Special Tax as hereinafter defined shall be levied on all Assessor's Parcels in City of Placentia Community Facilities District No. 2024-1 ("CFD No. 2024-1") and collected each Fiscal Year commencing in Fiscal Year 2023-2024, in an amount determined by the City Council of the City of Placentia through the application of the Rate and Method of Apportionment as described below. All of the real property in CFD No. 2024-1, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre" or "Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final map, parcel map, condominium plan, or other recorded County parcel map.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the administration of CFD No. 2024-1: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or designee thereof or both); the costs of collecting the Special Taxes (whether by the County or otherwise); the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs of the City, CFD No. 2024-1 or any designee thereof related to an appeal of the Special Tax; and the City's annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 2024-1 for any other administrative purposes of CFD No. 2024-1.

"Assessor's Parcel" means a lot or parcel shown in an Assessor's Parcel Map with an assigned Assessor's parcel number.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's parcel number.

"CFD Administrator" means an official of the City, or designee thereof, responsible for determining and providing for the levy and collection of the Special Tax.

"CFD No. 2024-1" means the City of Placentia Community Facilities District No. 2024-1 (Old Town Maintenance Services).

"City" means the City of Placentia.

"Consumer Price Index" means, for each Fiscal Year, the Consumer Price Index published by the U.S. Bureau of Labor Statistics for All Urban Consumers in the Los Angeles-Long Beach-Anaheim region, measured as of the month of December in the calendar year which ends in the previous Fiscal Year. In the event this index ceases to be published, the Consumer Price Index shall be another index as determined by the CFD Administrator that is reasonably comparable to the Consumer Price Index for the Los Angeles-Long Beach-Anaheim region.

"Council" means the City Council of the City.

"County" means the County of Orange, California.

"Developed Property" means, for each Fiscal Year, all Taxable Property, excluding Existing Building/Structure Property, for which a building permit was issued after March 1, 2023 and prior to March 1 of the previous Fiscal Year for construction of a new building/structure.

"Existing Building/Structure Property" means, for each Fiscal Year, all Taxable Property, for which a building or structure existed on such property prior to March 1, 2023.

"Fiscal Year" means the period starting July 1 and ending on the following June 30.

"Hotel/Motel Property" means, for each Fiscal Year, all Assessor's Parcels of Non-Residential Property for which a building permit has been issued for building a non-residential structure that constitutes a place of lodging providing sleeping accommodations and related facilities for travelers. Such related facilities may include, but are not limited to, on-site restaurants, retail establishments, conference rooms/areas, etc.

"Hotel/Motel Rooms" means, for each Assessor's Parcel of Hotel/Motel Property, the number of hotel/motel rooms available for rent for the purpose of overnight lodging, as indicated on the building permit issued by the City. If such room data is not included on the building permit for an Assessor's Parcel of Hotel/Motel

Property, then the CFD Administrator shall rely on the site plan or other reasonable data sources as determined by the CFD Administrator.

"Industrial Property" means, for each Fiscal Year, all Assessor's Parcels of Non-Residential Property for which a building permit(s) was issued for construction of a non-residential structure(s) which is primarily used for: manufacturing, procession, fabricating, assembly, refining, repairing, packaging, or treatment of goods, material or produce; research and development; and/or warehousing and wholesale distribution of goods, material, or produce.

"Maximum Special Tax" means the Maximum Special Tax, determined in accordance with Section C below, that can be levied in any Fiscal Year on any Assessor's Parcel of Taxable Property within CFD No. 2024-1.

"Multi-Family Residential Property" means any Assessor's Parcel of Residential Property for which one or more building permits have been issued for attached residential units, all of which are made available for rental, but not purchase, by the general public.

"Non-Residential Floor Area" means, for Non-Residential Property, the total square footage of enclosed area within the perimeter of a non-residential structure located on such property, not including any space devoted to vehicle parking, walkway, overhang, patio, and areas incident thereto for which a building permit for new construction was issued after March 1, 2023 and prior to March 1 of the previous Fiscal Year. The determination of Non-Residential Floor Area shall be made by reference to the building permit(s) issued for such Assessor's Parcel, or if square footage is not available from this source, as otherwise determined by the CFD Administrator.

"Non-Residential Property" means, for each Fiscal Year, all Developed Property for which a building permit(s) was issued for the construction of a new building/structure with a non-residential use.

"Non-Retail Commercial Property" means all Assessor's Parcels of Non-Residential Property not considered (i) Hotel/Motel Property, (ii) Industrial Property, (iii) Retail Commercial Property, or (iv) Office Property.

"Office Property" means, for each Fiscal Year, all Assessor's Parcels of Non-Residential Property for which a building permit(s) was issued for construction of a non-residential structure(s) which is primarily used for: general, professional, and/or medical office space.

"Parcel Square Foot" or "Parcel Square Footage" means the land area, or Acreage multiplied by 43,560, of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land

area shown on the applicable final map, parcel map, condominium plan, or other recorded County parcel map.

"Parking Lot Property" means, for each Fiscal Year, Assessor's Parcels 339-394-06 and 339-394-07 as designated on the Assessor's Parcel Map at the time of formation of CFD No. 3-1 and any other Assessor's Parcel that is not Public Property and for which a building permit has been issued for the construction of, or on which is located a garage, parking lot, or parking structure, as of March 1 of the prior Fiscal Year, and on which is located no other Developed Property, as determined by the CFD Administrator.

"Property Owner Association Property" means, for each Fiscal Year, any Assessor's Parcel within the boundaries of CFD No. 2024-1 that was owned by a property owner association, including any master or sub-association, as of March 1 of the prior Fiscal Year.

"Proportionately" means, for Developed Property, Rehab/Remodel Property, and Parking Lot Property that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Developed Property, Rehab/Remodel Property, and Parking Lot Property.

"Public Property" means, for each Fiscal Year, any property within the boundaries of CFD No. 2024-1 that is (i) used for rights-of-way or any other purpose and is owned by or irrevocably offered for dedication to the federal government, the State of California, the County, the City or any other public agency as of March 1 of the prior Fiscal Year or (ii) encumbered by an unmanned utility easement making impractical its utilization for other than the purpose set forth in the easement as of March 1 of the prior Fiscal Year, provided however that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified in accordance with its use.

"Rehab/Remodel Property" means all Assessor's Parcels of Existing Building/Structure Property for which a building permit with a construction valuation greater than \$25,000, as determined by the CFD Administrator, was issued after March 1, 2023 and prior to March 1 of the previous Fiscal Year to rehabilitate or remodel Existing Building/Structure Property.

"Residential Property" means all Developed Property for which a building permit has been issued for purposes of constructing one or more residential dwelling units.

"Retail Commercial Property" means all Assessor's Parcels of Non-Residential Property for which the building permit was issued for a retail sales tax generating use or which is being used primarily for a retail sales tax generating use, as determined by the CFD Administrator, and not considered (i) Hotel/Motel Property, (ii) Industrial Property, or (iii) Office Property.

"Single Family Residential Property" means any Assessor's Parcel of Residential Property not considered Multi-Family Residential Property.

"Special Tax" means the special tax to be levied in each Fiscal Year on each Assessor's Parcel of Taxable Property to fund the Special Tax Requirement for Services.

"Special Tax Requirement for Services" means that amount required in any Fiscal Year to: (i) pay directly for annual maintenance services that are authorized to be financed by CFD No. 2024-1; (ii) pay Administrative Expenses; less (iii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator.

"State" means the State of California.

"Taxable Property" means all of the Assessor's Parcels within the boundaries of CFD No. 2024-1 which are not exempt from the Special Tax pursuant to law or Section E below.

"Undeveloped Property" means, for each Fiscal Year, all Taxable Property not classified as Developed Property, Rehab/Remodel Property, Parking Lot Property, Taxable Property Owner Association Property or Taxable Public Property.

"Welfare Exemption" means, for each Fiscal Year, any Assessor's Parcel that is used exclusively for charitable, hospital, or religious purposes and that has a property tax welfare exemption as indicated in the County's assessor's roll finalized as of the last preceding January 1.

B. ASSIGNMENT TO LAND USE CATEGORIES

Each Fiscal Year, all Taxable Property within CFD No. 2024-1 shall be classified as Developed Property, Rehab/Remodel Property, Parking Lot Property, or Undeveloped Property and shall be subject to Special Taxes in accordance with the rate and method of apportionment determined pursuant to Sections C and D below.

Developed Property shall be further classified as Residential Property or Non-Residential Property. For Residential Property, the Special Tax will be based on the number of dwelling units as indicated on the building permit. For Non-Residential Property, the Special Tax will be based on the Non-Residential Floor Area or number of Hotel/Motel Rooms. For Rehab/Remodel Property and Parking Lot Property, the Special Tax will be based on the Parcel Square Footage.

C. MAXIMUM SPECIAL TAX

1. Developed Property, Rehab/Remodel Property, and Parking Lot Property

a. Maximum Special Tax

The Maximum Special Tax for Fiscal Year 2023-2024 for each Land Use Class is shown below in Table 1.

TABLE 1

**Maximum Special Tax for Developed Property, Rehab/Remodel Property, and Parking Lot Property
For Fiscal Year 2023-2024**

Land Use Class	Description	Maximum Special Tax
1	Single Family Residential Property	\$318.00 per dwelling unit
2	Multi-Family Residential Property	\$293.00 per dwelling unit
3	Non-Retail Commercial Property	\$0.2996 per square foot of Non-Residential Floor Area
4	Retail Commercial Property	\$0.2074 per square foot of Non-Residential Floor Area
5	Office Property	\$0.2996 per square foot of Non-Residential Floor Area
6	Industrial Property	\$0.2996 per square foot of Non-Residential Floor Area
7	Hotel/Motel Property	\$230.00 per Hotel/Motel Room
8	Rehab/Remodel Property	\$0.0765 per Parcel Square Foot
9	Parking Lot Property	\$0.0665 per Parcel Square Foot

b. Increase in the Maximum Special Tax

On each July 1, commencing on July 1, 2024, the Maximum Special Tax for Developed Property, Rehab/Remodel Property, and Parking

Lot Property shall be increased based on the percentage change in the Consumer Price Index with a maximum annual increase of six percent (6%) and a minimum annual increase of two percent (2%) per Fiscal Year.

c. Multiple Land Use Classes

In some instances, an Assessor's Parcel of Developed Property may contain more than one Land Use Class. The Maximum Special Tax for such Assessor's Parcel shall be the sum of the Maximum Special Tax for all Land Use Classes located on that Assessor's Parcel. The CFD Administrator's allocation to each type of property shall be final.

2. Undeveloped Property and Existing Building/Structure Property

The Special Tax shall not be levied on Undeveloped Property and Existing Building/Structure Property not classified as Rehab/Remodel Property or Parking Lot Property.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing with Fiscal Year 2023-2024 and for each following Fiscal Year, the Council shall determine the Special Tax Requirement for Services and shall levy the Special Tax until the total Special Tax levy equals the Special Tax Requirement for Services. The Special Tax shall be levied each Fiscal Year as follows:

The Special Tax shall be levied Proportionately on each Assessor's Parcel of Developed Property, Rehab/Remodel Property, and Parking Lot Property at up to 100% of the Maximum Special Tax.

E. EXEMPTIONS

No Special Tax shall be levied on Public Property, Property Owner Association Property, or any Assessor's Parcel that has a Welfare Exemption. However, should an Assessor's Parcel no longer be classified as Public Property, Property Owner Association Property, or have a Welfare Exemption, its tax-exempt status will, without the necessity of any action by the Council, terminate.

F. PREPAYMENT OF SPECIAL TAX

Prepayment of the Special Tax is not authorized.

G. APPEALS/INTERPRETATION

Any landowner or resident may file a written appeal of the Special Tax levied on his/her property with the CFD Administrator, provided that the appellant is current in his/her

payments of Special Taxes. During the pendency of an appeal, all Special Taxes previously levied must be paid on or before the payment date established when the levy was made. The appeal must specify the reasons why the appellant claims the Special Tax is in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination. If the CFD Administrator agrees with the appellant, the CFD Administrator shall eliminate or reduce the Special Tax on the appellant's property and/or provide a refund to the appellant. If the CFD Administrator disagrees with the appellant and the appellant is dissatisfied with the determination, the appellant then has 30 days in which to appeal to the Council by filing a written notice of appeal with the Council, provided that the appellant is current in his/her payments of Special Taxes. The second appeal must specify the reasons for the appellant's disagreement with the CFD Administrator's determination. The CFD Administrator may charge the appellant a reasonable fee for processing the appeal.

Interpretations may be made by the Council by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method of Apportionment.

H. **MANNER OF COLLECTION**

The Special Tax will be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that CFD No. 2024-1 may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels as permitted by the Act.

I. **TERM OF SPECIAL TAX**

The Special Tax shall be levied as long as necessary to meet the Special Tax Requirement for Services.

RESOLUTION NO. 2025-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, ORDERING THE ANNEXATION OF TERRITORY TO ITS COMMUNITY FACILITIES DISTRICT NO. 2024-1 (OLD TOWN MAINTENANCE SERVICES) AND APPROVING THE AMENDED MAP FOR SAID DISTRICT

A. Recitals.

(i). The City Council of the City of Placentia (“City Council”), by adoption of Resolution No. 2024-13, established the City’s Community Facilities District No. 2024-1 (Old Town Maintenance Services) (“District”) pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 *et seq.*) (the “Act”).

(ii). The City Council, by adoption of Ordinance No. O-2024-03, levied an annual special tax against all non-exempt parcels of real property within the District (“Special Tax”) to maintain, service, clean, repair and/or replace landscaped and other areas within the District.

(iii). The City Council, by adoption of Resolution No. 2024-15, designated all territory within the City of Placentia to be a Future Annexation Area for the District.

(iv). Pursuant to Resolution No. 2024-15, territory located within the Future Annexation Area may be annexed to the District upon the unanimous approval of the owner or owners of each parcel or parcels at the time that the parcel or parcels are annexed, without additional hearings.

(v). The landowners of Assessor’s Parcel Number 339-365-23 at 201 S. Bradford Avenue, Placentia, CA 92870 has submitted to the City a petition unanimously requesting and approving annexation of that parcel (“Annexation Parcel”) to the District.

(vi). A boundary map entitled “Amended Map No. 2025-01 of Community Facilities District No. 2024-01 of the City of Placentia, County of Orange, State of California”, showing the extent of the proposed annexation, is included as Exhibit “A” to this Resolution and incorporated herein by reference (Boundary Map”).

(vii). The City Council desires to annex the Annexation Parcel to the District.

B. Resolution.

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

1. Recitals. The above recitals are all true and correct and are herein incorporated.

2. Special Election. A special election was held on May 6, 2025, and the landowners of the Annexation Parcel unanimously voted to be annexed to the District. The City Council hereby certifies the results of the special election. The City Council hereby finds and determines that all proceedings and actions taken by the City Council pursuant to the Act were and are valid and in conformity with the Act.

3. Annexation Ordered. The Annexation Parcel is hereby added to and part of the District with full legal effect. The Annexation Parcel is subject to the Special Tax levied in connection with the District. For reference, a copy of the rate and method of apportionment for the Special Tax is attached hereto as Exhibit B.

4. Description of Services. The following is a general description of the services provided in the CFD:

- a. Maintenance and lighting of parkways, streets, roads, public parking lots and open space, which maintenance and lighting services may include, without limitation, furnishing of electrical power to streetlights; repair and replacement of damaged or inoperative light bulbs, fixtures and standards; and
- b. Maintenance (including irrigation and replacement) of landscaping vegetation and trees situated on or adjacent to parkways, streets, roads, public parking lots and open space. Maintenance and repair of irrigation facilities; planting, replanting, mowing, trimming, irrigation and fertilization of grass, trees, shrubs, and other plants and vegetation; and
- c. Maintenance and replacement of public signage and wayfinding signage, directional signage; and
- d. Graffiti removal from and maintenance and repair of public structures situated on parkways, streets, roads, public parking lots and open space; and
- e. Furnishing, maintenance, repair or replacement of equipment, apparatuses, fixtures or facilities; and
- f. Maintenance and operation of water quality improvements which include storm drainage and flood protection facilities, including, without limitation, drainage inlets, catch basin inserts and similar facilities. Maintenance services may include, but are not limited to, the repair, removal or replacement of all or part of any of the water quality improvements within the public right-of-way; clearing of inlets and outlets; erosion repairs; and

cleanup to improvements, and other items necessary for the maintenance;
and

g. Public street sweeping and refuse services on the segments of the arterials.

5. Amended Boundary Map. The Boundary Map attached hereto as Exhibit “A” is hereby approved. This map amends, and does not supersede, the existing maps of the District. The City Council directs that said map be filed with the Orange County Recorder pursuant to Section 3113 of the Streets and Highways Code.

6. Notice of Special Tax Lien. The City Council directs that a revised notice of special tax lien be recorded pursuant to Section 3117.5 of the Streets and Highways Code with respect to the Annexation Parcel associated with the Boundary Map.

7. Severability. Should any provision, section, paragraph, sentence or word of this Resolution be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this resolution as hereby adopted shall remain in full force and effect.

8. Effective Date. This Resolution shall be effective immediately upon adoption.

The Mayor shall sign this Resolution, and the City Clerk shall attest and certify to the passage and adoption thereof.

APPROVED and ADOPTED this 6th day of May, 2025.

Kevin Kirwin, Mayor

ATTEST:

Robert S. McKinnell, City Clerk

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 6th day of May 2025 by the following vote:

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

Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

EXHIBIT A

Amended Map Annexation No. 1

**ANNEXATION NO. 1 TO
CITY OF PLACENTIA
COMMUNITY FACILITIES DISTRICT NO. 2024-1
(OLD TOWN MAINTENANCE SERVICES)
CITY OF PLACENTIA, COUNTY OF ORANGE
STATE OF CALIFORNIA**

LEGEND

- Annexation No. 1 to City of Placentia Community Facilities District 2024-1 (Old Town Maintenance Services)
- Future Annexation Area

Reference is hereby made to that certain map entitled "Proposed Boundaries of City of Placentia Community Facilities District No. 2024-1 (Old Town Maintenance Services), City of Placentia, County of Orange, State of California," recorded on February 6, 2024, in Book 109, Pages 40 through 41 of Maps of Assessment and Community Facilities Districts, and as Instrument No. 2024-000026763, in the office of the County Recorder of the County of Orange, State of California, which this Annexation Map affects. Reference is also made to the Assessor maps of the County of Orange for a description of the lines and dimensions of these parcels.

(1) Filed in the office of the City Clerk of the City of Placentia the ____ day of _____, 2025.

City Clerk,
City of Placentia

(2) I hereby certify that the within map showing Annexation No. 1 to City of Placentia Community Facilities District No. 2024-1 (Old Town Maintenance Services), City of Placentia, County of Orange, State of California, was approved by the City Council of the City of Placentia at a regular meeting thereof, held on the ____ day of _____, 2025, by its Resolution No. _____.

City Clerk,
City of Placentia

(3) Filed this ____ day of _____, 2025, at the hour of ____ o'clock ____ m. in Book ____ of Maps of Assessment and Community Facilities Districts at Page ____ and as Instrument No. _____.

Recorder in the County of Orange, State of California, at the request of the City of Placentia.

Hugh Nguyen
Clerk-Recorder, County of Orange

By _____
Deputy Recorder

Fee _____

Exempt Recording Requested, per CA Government Code §27383

EXHIBIT B

RATE AND METHOD OF APPORTIONMENT FOR CITY OF PLACENTIA COMMUNITY FACILITIES DISTRICT NO. 2024-1 (OLD TOWN MAINTENANCE SERVICES)

A Special Tax as hereinafter defined shall be levied on all Assessor's Parcels in City of Placentia Community Facilities District No. 2024-1 ("CFD No. 2024-1") and collected each Fiscal Year commencing in Fiscal Year 2023-2024, in an amount determined by the City Council of the City of Placentia through the application of the Rate and Method of Apportionment as described below. All of the real property in CFD No. 2024-1, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre" or "Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final map, parcel map, condominium plan, or other recorded County parcel map.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the administration of CFD No. 2024-1: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or designee thereof or both); the costs of collecting the Special Taxes (whether by the County or otherwise); the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs of the City, CFD No. 2024-1 or any designee thereof related to an appeal of the Special Tax; and the City's annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 2024-1 for any other administrative purposes of CFD No. 2024-1.

"Assessor's Parcel" means a lot or parcel shown in an Assessor's Parcel Map with an assigned Assessor's parcel number.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's parcel number.

"CFD Administrator" means an official of the City, or designee thereof, responsible for determining and providing for the levy and collection of the Special Tax.

"CFD No. 2024-1" means the City of Placentia Community Facilities District No. 2024-1 (Old Town Maintenance Services).

"City" means the City of Placentia.

"Consumer Price Index" means, for each Fiscal Year, the Consumer Price Index published by the U.S. Bureau of Labor Statistics for All Urban Consumers in the Los Angeles-Long Beach-Anaheim region, measured as of the month of December in the calendar year which ends in the previous Fiscal Year. In the event this index ceases to be published, the Consumer Price Index shall be another index as determined by the CFD Administrator that is reasonably comparable to the Consumer Price Index for the Los Angeles-Long Beach-Anaheim region.

"Council" means the City Council of the City.

"County" means the County of Orange, California.

"Developed Property" means, for each Fiscal Year, all Taxable Property, excluding Existing Building/Structure Property, for which a building permit was issued after March 1, 2023 and prior to March 1 of the previous Fiscal Year for construction of a new building/structure.

"Existing Building/Structure Property" means, for each Fiscal Year, all Taxable Property, for which a building or structure existed on such property prior to March 1, 2023.

"Fiscal Year" means the period starting July 1 and ending on the following June 30.

"Hotel/Motel Property" means, for each Fiscal Year, all Assessor's Parcels of Non-Residential Property for which a building permit has been issued for building a non-residential structure that constitutes a place of lodging providing sleeping accommodations and related facilities for travelers. Such related facilities may include, but are not limited to, on-site restaurants, retail establishments, conference rooms/areas, etc.

"Hotel/Motel Rooms" means, for each Assessor's Parcel of Hotel/Motel Property, the number of hotel/motel rooms available for rent for the purpose of overnight lodging, as indicated on the building permit issued by the City. If such room data is not included on the building permit for an Assessor's Parcel of Hotel/Motel Property, then the CFD Administrator shall rely on the site plan or other reasonable data sources as determined by the CFD Administrator.

"Industrial Property" means, for each Fiscal Year, all Assessor's Parcels of Non-Residential Property for which a building permit(s) was issued for construction of a non-residential structure(s) which is primarily used for: manufacturing, procession, fabricating, assembly, refining, repairing, packaging, or treatment of goods, material or produce; research and development; and/or warehousing and wholesale distribution of goods, material, or produce.

"Maximum Special Tax" means the Maximum Special Tax, determined in accordance with Section C below, that can be levied in any Fiscal Year on any Assessor's Parcel of Taxable Property within CFD No. 2024-1.

"Multi-Family Residential Property" means any Assessor's Parcel of Residential Property for which one or more building permits have been issued for attached residential units, all of which are made available for rental, but not purchase, by the general public.

"Non-Residential Floor Area" means, for Non-Residential Property, the total square footage of enclosed area within the perimeter of a non-residential structure located on such property, not including any space devoted to vehicle parking, walkway, overhang, patio, and areas incident thereto for which a building permit for new construction was issued after March 1, 2023 and prior to March 1 of the previous Fiscal Year. The determination of Non-Residential Floor Area shall be made by reference to the building permit(s) issued for such Assessor's Parcel, or if square footage is not available from this source, as otherwise determined by the CFD Administrator.

"Non-Residential Property" means, for each Fiscal Year, all Developed Property for which a building permit(s) was issued for the construction of a new building/structure with a non-residential use.

"Non-Retail Commercial Property" means all Assessor's Parcels of Non-Residential Property not considered (i) Hotel/Motel Property, (ii) Industrial Property, (iii) Retail Commercial Property, or (iv) Office Property.

"Office Property" means, for each Fiscal Year, all Assessor's Parcels of Non-Residential Property for which a building permit(s) was issued for construction of a non-residential structure(s) which is primarily used for: general, professional, and/or medical office space.

"Parcel Square Foot" or "Parcel Square Footage" means the land area, or Acreage multiplied by 43,560, of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final map, parcel map, condominium plan, or other recorded County parcel map.

"Parking Lot Property" means, for each Fiscal Year, Assessor's Parcels 339-394-06 and 339-394-07 as designated on the Assessor's Parcel Map at the time of formation of CFD No. 2024-1 and any other Assessor's Parcel that is not Public Property and for which a building permit has been issued for the construction of, or on which is located a garage, parking lot, or parking structure, as of March 1 of the prior Fiscal Year, and on which is located no other Developed Property, as determined by the CFD Administrator.

"Property Owner Association Property" means, for each Fiscal Year, any Assessor's Parcel within the boundaries of CFD No. 2024-1 that was owned by a property owner association, including any master or sub-association, as of March 1 of the prior Fiscal Year.

"Proportionately" means, for Developed Property, Rehab/Remodel Property, and Parking Lot Property that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Developed Property, Rehab/Remodel Property, and Parking Lot Property.

"Public Property" means, for each Fiscal Year, any property within the boundaries of CFD No. 2024-1 that is (i) used for rights-of-way or any other purpose and is owned by or irrevocably offered for dedication to the federal government, the State of California, the County, the City or any other public agency as of March 1 of the prior Fiscal Year or (ii) encumbered by an unmanned utility easement making impractical its utilization for other than the purpose set forth in the easement as of March 1 of the prior Fiscal Year, provided however that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified in accordance with its use.

"Rehab/Remodel Property" means all Assessor's Parcels of Existing Building/Structure Property for which a building permit with a construction valuation greater than \$25,000, as determined by the CFD Administrator, was issued after March 1, 2023 and prior to March 1 of the previous Fiscal Year to rehabilitate or remodel Existing Building/Structure Property.

"Residential Property" means all Developed Property for which a building permit has been issued for purposes of constructing one or more residential dwelling units.

"Retail Commercial Property" means all Assessor's Parcels of Non-Residential Property for which the building permit was issued for a retail sales tax generating use or which is being used primarily for a retail sales tax generating use, as determined by the CFD Administrator, and not considered (i) Hotel/Motel Property, (ii) Industrial Property, or (iii) Office Property.

"Single Family Residential Property" means any Assessor's Parcel of Residential Property not considered Multi-Family Residential Property.

"Special Tax" means the special tax to be levied in each Fiscal Year on each Assessor's Parcel of Taxable Property to fund the Special Tax Requirement for Services.

"Special Tax Requirement for Services" means that amount required in any Fiscal Year to: (i) pay directly for annual maintenance services that are authorized to be financed by CFD No. 2024-1; (ii) pay Administrative Expenses; less (iii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator.

"State" means the State of California.

"Taxable Property" means all of the Assessor's Parcels within the boundaries of CFD No. 2024-1 which are not exempt from the Special Tax pursuant to law or Section E below.

"Undeveloped Property" means, for each Fiscal Year, all Taxable Property not classified as Developed Property, Rehab/Remodel Property, Parking Lot Property, Taxable Property Owner Association Property or Taxable Public Property.

"Welfare Exemption" means, for each Fiscal Year, any Assessor's Parcel that is used exclusively for charitable, hospital, or religious purposes and that has a property tax welfare exemption as indicated in the County's assessor's roll finalized as of the last preceding January 1.

B. ASSIGNMENT TO LAND USE CATEGORIES

Each Fiscal Year, all Taxable Property within CFD No. 2024-1 shall be classified as Developed Property, Rehab/Remodel Property, Parking Lot Property, or Undeveloped Property and shall be subject to Special Taxes in accordance with the rate and method of apportionment determined pursuant to Sections C and D below.

Developed Property shall be further classified as Residential Property or Non-Residential Property. For Residential Property, the Special Tax will be based on the number of dwelling units as indicated on the building permit. For Non-Residential Property, the Special Tax will be based on the Non-Residential Floor Area or number of Hotel/Motel Rooms. For Rehab/Remodel Property and Parking Lot Property, the Special Tax will be based on the Parcel Square Footage.

C. MAXIMUM SPECIAL TAX

1. Developed Property, Rehab/Remodel Property, and Parking Lot Property
 - a. Maximum Special Tax

The Maximum Special Tax for Fiscal Year 2023-2024 for each Land Use Class is shown below in Table 1.

TABLE 1
Maximum Special Tax for Developed Property, Rehab/Remodel Property, and Parking Lot Property For Fiscal Year 2024-2025

Land Use Class	Description	Maximum Special Tax
1	Single Family Residential Property	\$329.04 per dwelling unit
2	Multi-Family Residential Property	\$303.17 per dwelling unit
3	Non-Retail Commercial Property	\$0.3100 per square foot of Non-Residential Floor Area
4	Retail Commercial Property	\$0.2146 per square foot of Non-Residential Floor Area
5	Office Property	\$0.3100 per square foot of Non-Residential Floor Area
6	Industrial Property	\$0.3100 per square foot of Non-Residential Floor Area
7	Hotel/Motel Property	\$237.99 per Hotel/Motel Room
8	Rehab/Remodel Property	\$0.0792 per Parcel Square Foot
9	Parking Lot Property	\$0.0688 per Parcel Square Foot

b. Increase in the Maximum Special Tax

On each July 1, commencing on July 1, 2024, the Maximum Special Tax for Developed Property, Rehab/Remodel Property, and Parking Lot Property shall be increased based on the percentage change in the Consumer Price Index with a maximum annual increase of six percent (6%) and a minimum annual increase of two percent (2%) per Fiscal Year.

c. Multiple Land Use Classes

In some instances, an Assessor's Parcel of Developed Property may contain more than one Land Use Class. The Maximum Special Tax for such Assessor's Parcel shall be the sum of the Maximum Special Tax for all Land

Use Classes located on that Assessor's Parcel. The CFD Administrator's allocation to each type of property shall be final.

2. Undeveloped Property and Existing Building/Structure Property

The Special Tax shall not be levied on Undeveloped Property and Existing Building/Structure Property not classified as Rehab/Remodel Property or Parking Lot Property.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing with Fiscal Year 2023-2024 and for each following Fiscal Year, the Council shall determine the Special Tax Requirement for Services and shall levy the Special Tax until the total Special Tax levy equals the Special Tax Requirement for Services. The Special Tax shall be levied each Fiscal Year as follows:

The Special Tax shall be levied Proportionately on each Assessor's Parcel of Developed Property, Rehab/Remodel Property, and Parking Lot Property at up to 100% of the Maximum Special Tax.

E. EXEMPTIONS

No Special Tax shall be levied on Public Property, Property Owner Association Property, or any Assessor's Parcel that has a Welfare Exemption. However, should an Assessor's Parcel no longer be classified as Public Property, Property Owner Association Property, or have a Welfare Exemption, its tax-exempt status will, without the necessity of any action by the Council, terminate.

F. PREPAYMENT OF SPECIAL TAX

Prepayment of the Special Tax is not authorized.

G. APPEALS/INTERPRETATION

Any landowner or resident may file a written appeal of the Special Tax levied on his/her property with the CFD Administrator, provided that the appellant is current in his/her payments of Special Taxes. During the pendency of an appeal, all Special Taxes previously levied must be paid on or before the payment date established when the levy was made. The appeal must specify the reasons why the appellant claims the Special Tax is in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination. If the CFD Administrator agrees with the appellant, the CFD Administrator shall eliminate or reduce the Special Tax on the appellant's property and/or provide a refund to the appellant. If

the CFD Administrator disagrees with the appellant and the appellant is dissatisfied with the determination, the appellant then has 30 days in which to appeal to the Council by filing a written notice of appeal with the Council, provided that the appellant is current in his/her payments of Special Taxes. The second appeal must specify the reasons for the appellant's disagreement with the CFD Administrator's determination. The CFD Administrator may charge the appellant a reasonable fee for processing the appeal.

Interpretations may be made by the Council by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method of Apportionment.

H. MANNER OF COLLECTION

The Special Tax will be collected in the same manner and at the same time as ordinary ad valorem property taxes; provided, however, that CFD No. 2024-1 may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels as permitted by the Act.

I. TERM OF SPECIAL TAX

The Special Tax shall be levied as long as necessary to meet the Special Tax Requirement for Services.



ANNEXATION INTO COMMUNITY FACILITIES DISTRICT NO. 2024-1

OLD TOWN PLACENTIA

City Council Meeting
Public Hearing
May 6, 2025



OLD TOWN CFD NO. 2024-1

- On March 19, 2024, the City Council approved the formation of the CFD for Old Town
- The CFD will be used solely for the operation, maintenance and servicing, including repair and replacement, of public facilities within Old Town Placentia (i.e. graffiti abatement, landscape, streetlighting, traffic signs, storm drains, and refuse)
- Collected by the Orange County Tax Collector as part of the normal County property tax bills
- Each fiscal year, the special tax requirement will determine the annual special tax levied (scheduled for June 17th City Council Meeting)
- Maximum Special Tax shall be adjusted annually by the change in the Los Angeles-Long Beach-Anaheim CPI, with a maximum annual increase of 2%
- Properties that are eligible to be annexed into the CFD will be done as soon as eligibility is determined

CFD APPLICABILITY

- ✓ All properties that are existing in Old Town are not automatically included in the CFD
- ✓ All new construction will be annexed into the CFD (i.e., SFR, Multi-Family, Non-retail, Retail, Office, Industrial, & Hotel/Motel)
- ✓ New Rehab/Remodel that exceeds \$25,000 construction valuation as stated in the issuance of a building permit will be annexed into the CFD





201 S. Bradford Avenue
Placentia, CA 92870

ANNEXATION

- ✓ The property at 201 S. Bradford Avenue is going through extensive patio rehabilitation, which is within the “New Rehab/Remodel” guidelines of the Old Town CFD.
- ✓ This property is eligible to be included in the CFD and Landowner has signed petition to be included in the CFD

ANNEXATION CFD BOUNDARY MAP

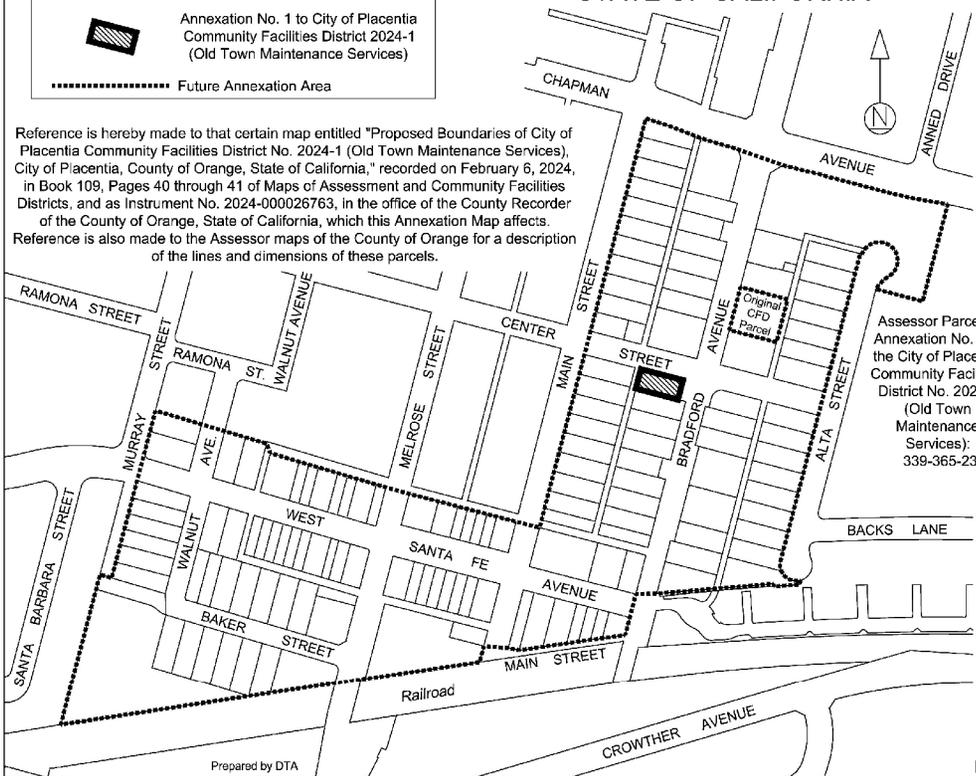
SHEET 1 OF 1

**ANNEXATION NO. 1 TO
CITY OF PLACENTIA
COMMUNITY FACILITIES DISTRICT NO. 2024-1
(OLD TOWN MAINTENANCE SERVICES)
CITY OF PLACENTIA, COUNTY OF ORANGE
STATE OF CALIFORNIA**

LEGEND

 Annexation No. 1 to City of Placentia Community Facilities District 2024-1 (Old Town Maintenance Services)

..... Future Annexation Area



Assessor Parcel in Annexation No. 1 to the City of Placentia Community Facilities District No. 2024-1 (Old Town Maintenance Services): 339-365-23

Reference is hereby made to that certain map entitled "Proposed Boundaries of City of Placentia Community Facilities District No. 2024-1 (Old Town Maintenance Services), City of Placentia, County of Orange, State of California," recorded on February 6, 2024, in Book 109, Pages 40 through 41 of Maps of Assessment and Community Facilities Districts, and as Instrument No. 2024-00026763, in the office of the County Recorder of the County of Orange, State of California, which this Annexation Map affects. Reference is also made to the Assessor maps of the County of Orange for a description of the lines and dimensions of these parcels.

(1) Filed in the office of the City Clerk of the City of Placentia the ____ day of _____, 2025.

City Clerk,
City of Placentia

(2) I hereby certify that the within map showing Annexation No. 1 to City of Placentia Community Facilities District No. 2024-1 (Old Town Maintenance Services), City of Placentia, County of Orange, State of California, was approved by the City Council of the City of Placentia at a regular meeting thereof, held on the ____ day of _____, 2025, by its Resolution No. _____.

City Clerk,
City of Placentia

(3) Filed this ____ day of _____, 2025, at the hour of ____ o'clock ____ m, in Book ____ of Maps of Assessment and Community Facilities Districts at Page ____ and as Instrument No. _____, in the office of the County Recorder in the County of Orange, State of California, at the request of the City of Placentia.

Hugh Nguyen
Clerk-Recorder, County of Orange

By _____
Deputy Recorder

Fee _____

Exempt Recording Requested, per CA Government Code §27383

5

Prepared by DTA

CFD ANNEXATION ACTION

Recommended Action:

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

1. Open the Public Hearing concerning the annexation of 201 S. Bradford Avenue; and
2. Receive the Staff Report, consider all public testimony, ask questions of Staff; and
3. Conduct election for annexation of 201 S. Bradford Avenue to Community Facilities District No. 2024-1 (Old Town Maintenance Services); and
4. Close the Public Hearing; and
5. Adopt Resolution R-2025-16, a Resolution of the City Council of the City of Placentia, California, Ordering the Annexation of Territory to its Community Facilities District No. 2024-1 (Old Town Maintenance Services) and Approving the Amended Map for said District; and
6. Authorize Inclusion of the Annexed Territory for Community Facilities District No. 2024-1 (Old Town Maintenance Services) for Fiscal Year 2025-26 on the Orange County Secured Property Tax Roll.



dta

Questions?





Agenda Item No: 3.a

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: May 6, 2025

Submitted by: Jeannette Ortega

From: Administrative Services

Subject:

Study Session: Placentia Enhanced Infrastructure Financing District and the Old Town Streetscape Master Plan

Financial Impact:

Fiscal Impact:

Estimated range of \$17 to \$24 million in property tax increment over approximately 40 years. Up to \$59 million in net fiscal impact revenue to the City over approximately 50 years.

Summary:

In response to the elimination of redevelopment agencies, California Senate Bill 628, effective January 1, 2015, and California Assembly Bill 313, effective January 1, 2016, authorized public agencies to form Enhanced Infrastructure Financing Districts (“EIFDs”), which are public financing instruments designed to succeed former Redevelopment Agency financing mechanisms and provide more flexibility than Infrastructure Financing Districts (“IFDs”). An EIFD is a governmental entity, separate and distinct from the city or county that establishes it and is governed by a Public Financing Authority (“PFA”).

EIFDs can aid local government entities in funding public capital facilities, or other specified projects of communitywide significance, primarily by capturing Tax Increment (“TI”) revenue generated within the district. EIFDs provide an opportunity for agencies to issue bonds for an array of public infrastructure projects as well as supporting economic development efforts in specific areas. Those areas of particular interest to Placentia are in the Old Town Placentia Revitalization Plan area.

On June 18, 2019, the Placentia City Council, in accordance with EIFD law, adopted Resolution No. R-2019-28 approving the Infrastructure Financing Plan (“IFP”) for the EIFD. The IFP specifically defines the boundaries of the EIFD, identifies the public infrastructure improvements, and the financial analysis of expected tax increment over the life of the EIFD to allow for the issuance of bonds to pay for the identified public infrastructure improvements.

However, a nascent EIFD bond market, the COVID pandemic, inflation, and related current economic conditions have contributed to delayed EIFD implementation and cost increases. Specifically, the Old Town Streetscape Master Plan cost estimates have increased from approximately \$8 million to \$10.05 million, an increase of 25.6%. In addition, interest rates have risen, increasing the cost of debt service, particularly to a “first-time” debt issuer, such as

the Placentia EIFD. As a result, the existing financing structure approved by the City Council on June 18, 2019, will not facilitate private investment and will fall short of expected rate of Tax Increment (TI) growth. Subsequently, an amendment to the Infrastructure Financing Plan (“IFP”) for the EIFD was needed.

On April 18, 2023, the City Council held a Study Session to review the proposed amendments to the Infrastructure Financing Plan (“IFP”) for the EIFD. Since that time, City Staff, County Staff, consultants, and legal advisors have worked to formalize the proposed updates to the Amended IFP.

On March 5, 2024 the City Council adopted a resolution approving the amended Infrastructure Financing Plan (“IFP”) for the EIFD. The County Board of Supervisors (Board), at their Board meeting on March 12, 2024, unanimously approved a resolution to amend the Infrastructure Financing Plan for the City of Placentia EIFD. The amended IFP was approved by the Board of the Placentia EIFD Public Financing Authority on April 9, 2024 and May 14, 2024, respectively.

Tonight's Study Session is intended to review the recommendations by the Measure U Committee as well as review the status of the design of the Old Town Streetscape Master Plan and the EIFD financial analysis.

Recommendation:

Recommended Action: It is recommended that the City Council take the following actions to:

1. Receive and file the Staff Report and presentations; and
2. Ask any questions of the Measure U Committee and Staff; and
3. Provide direction to Staff as appropriate regarding the next steps in the EIFD Process.

Strategic Plan Statement:

This item is consistent with the City Council approved 5-Year Strategic Goal to Promote Community and Economic Development, under Objective #3.4, which is to Complete Financing Structure for Old Town EIFD.

Discussion:

In response to the elimination of redevelopment agencies, California Senate Bill 628, effective January 1, 2015, and California Assembly Bill 313, effective January 1, 2016, authorized the formation of EIFDs, which are public financing instruments designed to succeed the former Redevelopment Agency financing mechanism and provide more flexibility than IFDs. An EIFD is a governmental entity, separate and distinct from the city or county that establishes it and is governed by a PFA that is comprised of one or more members from the participating EIFD parties.

Unlike Redevelopment, other affected taxing entities are not required to forgo their TI for the district; participation is voluntary. Each tax sharing entity that chooses to join an EIFD has the option to allocate up to 100% of its portion of TI to the district. Under the EIFD law, school districts are precluded from participation.

EIFDs provide an opportunity for agencies to issue bonds for an array of public infrastructure projects as well as supporting economic development efforts in specific areas. The area of particular interest to Placentia is the infrastructure needed in and around the newly established Old Town Placentia Revitalization Plan. This area will require a significant investment of

infrastructure in order to attract developers to the area while improving the City's housing stock and retail opportunities for the public. Land use designations in the area include residential, commercial, industrial, open space and parks. The area contains over 300 acres, which is approximately 7.1% of the City's total 4,243 acres.

On June 18, 2019, the Placentia City Council, in accordance with EIFD law, adopted Resolution No. R-2019-28 approving the Infrastructure Financing Plan ("IFP") for the EIFD. The IFP specifically defines the boundaries of the EIFD, identifies the public infrastructure improvements, and the financial analysis of expected tax increment over the life of the EIFD to allow for the issuance of bonds to pay for the identified public infrastructure improvements.

However, a nascent EIFD bond market, the COVID pandemic, inflation, and related current economic conditions have contributed to delayed EIFD implementation and cost increases. Specifically, the Old Town Streetscape Master Plan cost estimates have increased from approximately \$8 million to \$10.05 million, an increase of 25.6%. In addition, interest rates have risen, increasing the cost of debt service, particularly to a "first-time" debt issuer, such as the Placentia EIFD. As a result, the existing financing structure approved by the City Council on June 18, 2019, will not facilitate private investment and will fall short of expected rate of Tax Increment (TI) growth. Subsequently, an amendment to the Infrastructure Financing Plan ("IFP") for the EIFD was needed.

Amended Infrastructure Financing Plan

The Amended Infrastructure Financing Plan ("IFP") prepared by Kosmont Companies ("Kosmont") for the Placentia EIFD includes tax increment revenue projections, a cap on the maximum tax increment revenue to be contributed to the EIFD by both the City and the County, bond authorization, a description of proposed facilities to be funded, a finding of communitywide significance, and a statement of the goals of the EIFD. As a participating taxing entity of the Placentia EIFD, the County Board of Supervisors had the opportunity to review the Amended IFP.

The key changes in the Amended IFP included the following:

1. Recalibration of the duration (term) of tax increment allocation:
 - Increase City maximum term from 20 to 40 years
 - Could end earlier if interest rates level out prior to bond issuance
 - Increase County maximum term from 20 to 25 years, with option to extend to 30 only if needed
 - Provides adequate time for County to contribute its full share of tax increment (i.e., \$3.547 million)
 - Additional 5 years only triggered if tax increment receipt levels perform worse than suboptimal projections
 - EIFD to terminate upon extinguishment of all EIFD debt, even if repaid early
2. Increase City's maximum dollar allocation from \$9,100,000 in tax increment up to \$24,000,000 in increment (more likely \$17-19M over 33-35 years needed), could be as low as \$12M over 30 years in best-case interest rate scenarios
 - Amount projected to enable full repayment of various financing structures evaluated, even under severely adverse issuance conditions
3. Limitation / focus on use of funds: EIFD tax increment limited to repayment of IFP projects costs & associated debt; excess amount would flow to General Funds of City and County.

On March 5, 2024 the City Council adopted a resolution approving the amended Infrastructure Financing Plan (“IFP”) for the EIFD. The County Board of Supervisors, at their Board meeting on March 12, 2024, unanimously approved a resolution to amend the Infrastructure Financing Plan for the City of Placentia EIFD. The amended IFP was approved by the Placentia EIFD Public Financing Authority on April 9th and May 14th respectively.

Tax Increment Update

Kosmont prepared a tax increment analysis to determine district revenue potential based upon planned projects and future development potential. Based on this analysis, the City’s contribution is capped at 50% of its share of property tax increment (~6.8 out of 13.6 cents on the dollar) within the district boundary for a maximum of \$24,000,000 total over the approximately 40-year district lifetime (estimated range of actual allocation is \$17 to \$24 million, depending primarily on interest rates). The County’s contribution is similarly capped at 50% of its share (~2.95 out of 5.9 cents) within the district boundary for a maximum of \$3,547,000 total over the first 25 years of the district’s lifetime, with an option to extend to 30 years, only if needed. Both the City and County allocations would terminate sooner if project funding goals were achieved sooner than projected.

Below is a summary of the projected tax increment and the actual tax increment received since the formation of the EIFD:

Fiscal Year	Projected TI	Actual TI	Difference
2021-22	\$7,849	\$13,408	\$5,559
2022-23	\$101,476	\$51,291	(\$50,185)
2023-24	\$222,844	\$212,187	(\$10,657)
2024-25	\$235,150	TBD	TBD
	TOTAL TI RECIEVED	\$267,886	

Preliminary Bonded Indebtedness

Kosmont Financial Services provided a preliminary bonded indebtedness analysis with County’s participation and estimated EIFD revenues. The structure of the analysis is a City-issued 30-year lease revenue bond of approximately \$10.5 million to net approximately \$10.05 million in net proceeds. A total of approximately \$19.1 million (principal and interest) would be repaid over 30 years with an average annual payment of approximately \$676,000. The IFP amendment allows for up to 40 years to provide additional time for EIFD tax increment revenues to pay back debt service costs.

Financial Implication of Establishing Placentia EIFD

Kosmont concluded several regional financial implications for the establishment of the Placentia EIFD, including providing essential regional transportation infrastructure improvements, improved regional competitiveness for federal/state grant funds and support of the County’s Comprehensive Economic Development Strategy (e.g., job creation, quality of life improvement, promote environmental sustainability). Locally, based on the Kosmont gross economic impact analysis, approximately 5,364 construction jobs will be created, 258 permanent jobs will be created, \$826 million in economic output from construction, and \$38 million in annual ongoing economic output. Implementation of the Placentia EIFD is forecasted to create an acceleration of development and related fiscal revenues in the amount of

approximately \$59 million in net fiscal impact to the City and \$50 million in net fiscal benefit to the County (present value net fiscal benefit over 50 years).

Old Town Streetscape Master Plan Update

On April 4, 2023, the City Council approved a Professional Services Agreement with HR Green Pacific (HR Green) for civil engineering design services related to the Old Town Placentia Streetscape Improvement Project. The agreement was authorized for a not-to-exceed amount of \$608,594, with an additional 10% change order of \$60,860. A total of \$650,000 was budgeted in the FY 2022-23 Capital Improvement Program Budget for these design services.

As of now, HR Green is about 90% complete on the project design and has invoiced the City approximately \$625,000 in services rendered.

To address necessary modifications related to fire truck turn radius requirements at specific locations on Bradford Avenue and Santa Fe Avenue, an additional \$150,000 in funding is required to complete the remaining design services related to the Old Town Placentia Streetscape Master Plan.

Fiscal Impact Summary:

As described above, preliminarily, it is projected that approximately \$10.05 million could be generated in net bond proceeds utilizing City and County tax increment revenues over the approximately 40-year term of the Placentia EIFD to help fund core public infrastructure needed to support Placentia's growth. The City's contribution is capped at 50% of its share of property tax increment (~6.8 out of 13.6 cents on the dollar) within the district boundary for a maximum of \$24,000,000 total over the approximately 40-year district lifetime (estimated range of actual allocation is \$17 to \$24 million, depending primarily on interest rates). The County's contribution is capped at 50% of its share (~2.95 out of 5.9 cents) within the district boundary for a maximum of \$3,547,000 total over the first 25 years district lifetime, with an option to extend to 30 years only if needed. Both the City and County allocations would terminate sooner if project funding goals are achieved sooner than projected.

The debt insurance structure approved by the County is for the City to loan \$1 million to accelerate Project financing which would reduce bond issues size, debt service, improve security and reduce the bond interest rate. In this structure, the City would take the lead and issue its own 30-year Lease Revenue Bonds ("LRBs") in lieu of the PFA. The City would provide property/building collateral for underlying LRB lease in this structure. The ultimate debt issuance structure would come before the City Council for separate approval at the appropriate time.

While the Placentia area would benefit from the infrastructure improvements, the formation of the EIFD results in a reallocation of TI (i.e., the City's share of taxes levied on property within the district boundaries on that portion of the taxable valuation over and above the taxable valuation of the base year property tax roll) from the General Fund to pay for the Placentia infrastructure improvements.

The TI projections are based upon various assumptions made utilizing the future growth potential of the residential, commercial, and industrial development sectors in the area. Once the EIFD has terminated, the property tax increment revenue allocated to the EIFD will flow back into the City's General Fund. The property tax generated up to the taxable valuation of

the base year tax roll will continue to flow to the City's General Fund.

Lastly, an additional \$150,000 in funding is needed to complete the civil engineering design services related to the Old Town Placentia Streetscape Master Plan.

Attachments

[Citizens Oversight Committee Presentation](#)

[EIFD and Streetscape Presentation 5.6.2025.pptx](#)

Citizens' Oversight Committee

Evaluation of the

Enhanced Infrastructure Financing District's (EIFD) Potential Impact on the City of Placentia's Fiscal Sustainability

May 6, 2025

Glenn Casterline

Bob McKinnell

Joe Rasic

Motivation to Form an Enhanced Infrastructure Financing District (EIFD)

- EIFDs have been formed to
 - Dedicate a portion of property tax revenues to a specific improvement purpose
 - Finance infrastructure remediation/maintenance
 - Improve infrastructure to attract increased private investment/redevelopment
- Offer the possibility of forming partnerships to gain investment from other entities with aligned priorities
 - Placentia EIFD is a partnership between City and County of Orange (the "County")

Purpose of the Placentia EIFD as it Relates to Improving Fiscal Sustainability

- Formed in 2019 as a vehicle to finance Enhanced Infrastructure Improvements in the district's identified boundaries
 - In turn, increase/accelerate private investment
 - Increase property valuation
 - Increase property tax in perpetuity
 - Provide sustainable source of increased revenue
 - Improve fiscal sustainability

Note: The EIFD also may address other City non-financial goals, but those are outside this evaluation and not considered in the following analyses

Adopted Definition of Fiscal Sustainability

The City of Placentia will have achieved fiscal sustainability when:

Forecasted **revenues** are able to fully support forecasted **expenditures** necessary to provide the **desired level of services** for the **foreseeable future** while maintaining adequate **reserves** to address **unforeseeable events**

Reserves

- City Policy 460 establishes a desired unallocated cash reserve level of 25% of the operating budget
 - Supports a minimum of 3 months expenditures
 - Allows for year-to-year adjustments to budget
 - Ability to cover unforeseen expenditure increases
 - Provides a disaster recovery window
- Policy 460 provides a policy source to fund reserves
 - Requires any new, ongoing, significant source of revenue to dedicate a specified amount of revenue to general fund reserves

History of General Fund Reserve Level

- In the original Measure U plan, it was going to take 6-8 years to reach original goal of 17% of general budget
- Goal was reached much sooner with unanticipated revenues from the CARES Act
 - Transitory levels as high as 40%
 - Allowed the goal to be raised to the current 25% level
- Recent trend is to draw down reserves to support budget
 - Current FY24-25 year end projection is 18%

Foreseeable Future

- Methodology chosen is to look at 10 year forecasts
 - Ensures the ability to allow for at least one complete business cycle (downturn)
 - Future planning does not “plan” for a downturn, but allows for the downturn to be addressed by reserves
 - Assesses the ability of revenue growth rate to support expenditure growth rate
- Current business cycle related to the pandemic is almost unprecedented in many ways (duration, level of government intervention, inflation effects)

Desired Level of Services

- Placentia residents have consistently expressed the desire to be a full services city
 - Public Safety
 - Infrastructure Maintenance and Development
 - Parks and Recreation Opportunities
 - Community Services Programming
- Decisions have been made to provide these services internally, without using outside contract providers
 - Motivation was to maintain managerial control over costs as well as reap the economic advantages from “technology” or “model” improvements

Forecasted Expenditures

- City has varying levels of control over expenditures
 - Legally mandated (“it is, what it is”)
 - Market driven (“inflation driven”)
 - Sole control (“ours to decide”)
 - EIFD falls in this category
- Fiscal sustainability challenge is to control the absolute amount and growth of expenditures such that the absolute amount and growth of revenues is adequate to “pay the bills”

Forecasted Revenues

Problem - While expenditures are only partially controllable by the City, revenues are almost entirely uncontrollable by the City
(City is the "tail" of the revenue dog)

Principal Revenue Sources

- Property Tax (growth rate largely statutorily determined by Prop 13's 2% limit)
 - City's EIFD includes a partnership with the County of Orange allowing the City to receive a portion of the County's property tax received from the parcels within the EIFD (\$3.5 million over EIFD lifetime)
- Sales tax (growth rate tied to inflation, but not always in same direction)
 - Measure U is sales tax derivative
- Hotel Occupancy Tax (City sets the rate, economy determines the amount)
- Franchise fees (City negotiations)
- Fee recovery revenues (City sets the rate, but can only recover identifiable costs)

Forecasted Revenues Growth Rate

3 1/2 %

- Calculated compounded growth rate consistent with entire City history under Prop 13
- Year-to-year variations due to inflation, business cycle dynamics (both positive and negative effects)
- Any expenditure growth rate that exceeds this level will require a compensating expenditure growth reduction to maintain sustainability
 - Absent an extraordinary revenue increase that is sustainable¹¹

Approach to Evaluating the Placentia EIFD

- Evaluate forecasted revenues, expenditures, timeline, and effect on reserves for reasonableness and completeness
- Identify financial risk areas and potential magnitude of unfavorable outcomes
- Identify any risk mitigation strategies
- Draw conclusions/provide recommendations where appropriate

What Was Not Evaluated

- Any non-financial costs or benefits of the plan
- Prioritization of EIFD relative to other City priorities
- Any cross-benefits or expenditures related to the EIFD plan and other City plans
- Oversight committee not in a position to effectively evaluate the validity of development forecast
 - Development forecast was generated with input and oversight from subject matter experts
 - Kosmont Financial Services

EIFD Timeline

- EIFD timeline is longer than the current fiscal sustainability forecast
 - Forecast shows net city-funded expenditures through year 10
 - Net city revenues are generated after year 10 and will continue in perpetuity

Timeline takeaway – Can the existing 10 year sustainability forecast support the forecasted EIFD net expenditures to reap the ongoing net revenue benefit?

“Invest now to leave something to the kids”

EIFD Revenues

- EIFD revenue estimates were generated based upon anticipated increases in property tax base, resulting in property tax revenue increase
 - Highly dependent upon size and timing of anticipated development
- Includes EIFD dedicated revenues associated with City as well as County tax levy (50% of increased tax revenue)
 - County revenue capped at \$3,547,000, city revenue unlimited
- Revenue takeaway – Revenue forecast seems reasonable with near year forecasts satisfied with already completed or easily identifiable projects
 - Parametric risk assessment should be performed using 20% reduction in development value and 2 year delay in out-year projects

EIFD Expenditures

- Cost of infrastructure improvements originally estimated at \$9M, current estimate (2 years later) is \$10M
- EIFD expenditures will need to be supported by City General Fund expenditures
 - Initial \$1M City loan to EIFD
 - EIFD plan forecast includes repayment in out-years with interest
 - Debt Service on \$10M City-guaranteed EIFD Lease Revenue Bonds
 - Average city-funded yearly debt service of \$120K for 10 years
 - \$675K total debt service less average EIFD proceeds of \$525K per year
 - Debt service covered by EIFD proceeds after year 10

Expenditure takeaway

- Initial \$1M loan is not supported by current General Fund budget
- Debt Service would require General Fund support for as long as ten years, forecasted total debt service exposure \$1.2M
- Risk Mitigation – Initial \$1M could be supported by delaying project and accumulating initial tax increments to reach \$1M. Debt Service could be reduced by adjusting size of Project.
 - Recommend bottom-up parametric analysis of cost/revenue benefit for projects sized \$6M and \$14M
 - Determine timing delay necessary to accumulate \$1M in initial EIFD tax increments

EIFD Impact on Reserves

- Current reserve forecast does not have excess reserves to support EIFD project
- Any benefit to reserves occurs in the out-years
- Difficult to estimate the size of any negative impact on reserves absent the previously discussed risk issues
- Reserve takeaway- Reserves can not be part of baseline plan. Completion of previous risk mitigation tasks would provide an estimate of any unplanned need for reserve funding requirements

Top-Level EIFD Plan Evaluation Conclusions

- Finding ways to use tools such as the EIFD is imperative to the City achieving sustainability
 - Relieve the City's reliance upon organic property tax revenue growth
 - Develop significant, sustainable, new revenue sources
- EIFD Financial forecasts are reasonable, but lack adequate parametric risk assessment analyses
- Present plan probably requires adjustment in timing as well as scope
- Plan is attractive given the outside support of County

EIFD Fiscal Sustainability Recommendations

- Given the importance of finding the City new sustainable revenue sources, continue efforts to find an EIFD plan that “closes”
- Perform recommended risk mitigation tasks to possibly support adjusting the timing and scope of the project
- Work with partners to ensure continued support and overcome non-financial obstacles given possible changes to plan

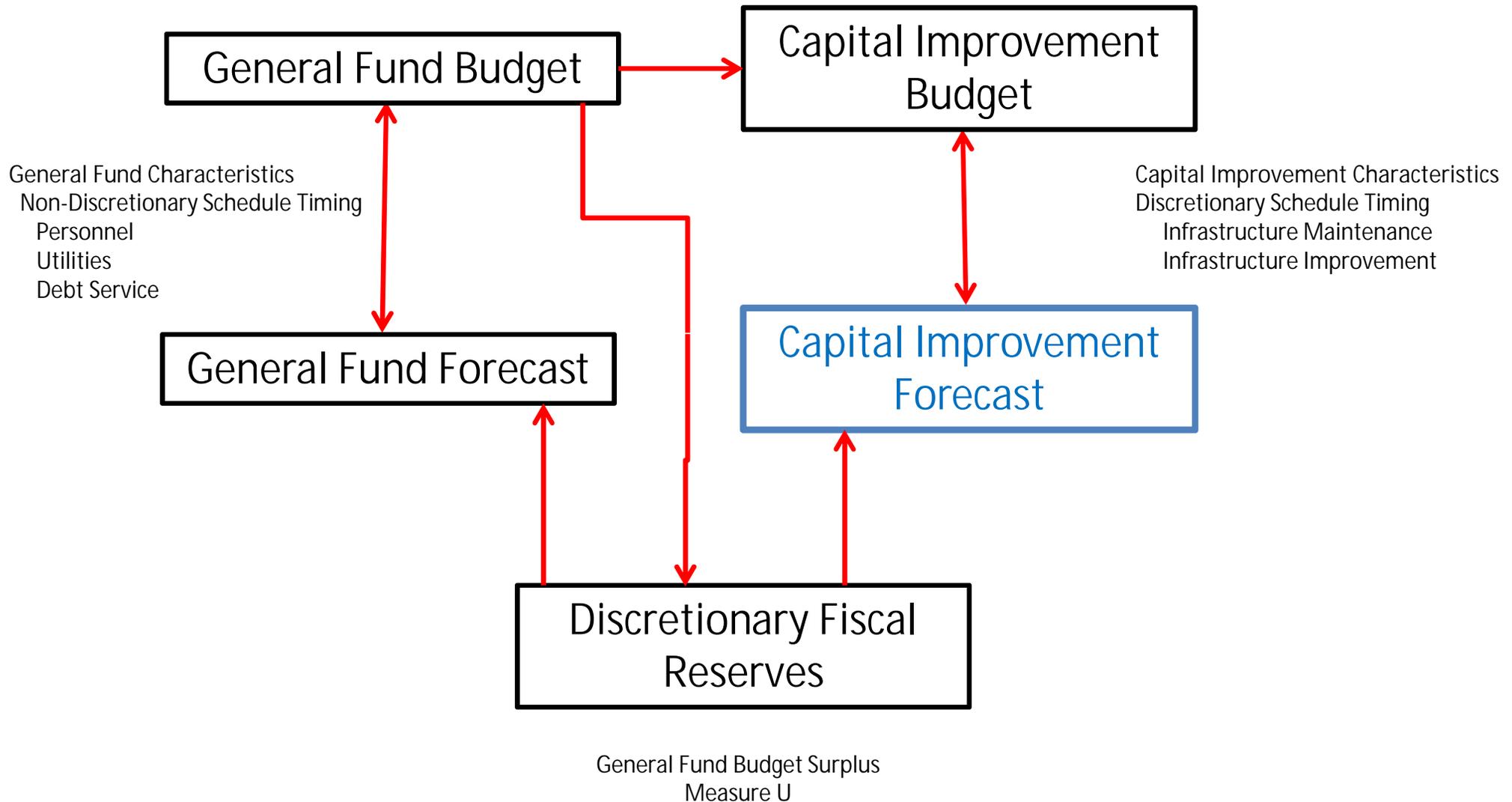
Synergistic Fiscal Sustainability Recommendations

- Fiscal sustainability can not be properly assessed given the present state of the City's Capital Improvement Program forecasting
 - Present methodology collects project needs and executes projects as funds are available or a crises dictates
 - “Whack – a – mole” methodology
- Need to develop a multi-year Capital Improvement Forecast to determine ability to support identified long-range capital needs
 - Provide a capital reserve fund to avoid action dictated by crises
 - Assess the need for ongoing General Fund support of the Capital Improvement Budget / Capital Reserve Fund

Fiscal Sustainability Takeaway

- Generating a Capital Improvement Forecast will determine if the City has a structural budget deficit associated with our Capital Improvement and Infrastructure Needs
- Consider the use of ad-hoc citizen group to perform a bottom-up review of General Fund expenditures
 - Assess desired level of service adjustments that would provide General Fund support for Capital needs

Fiscal Sustainability Assessment Process



Sustainability is confirmed when balanced forecasts address all identified service needs over the long term while maintaining desired level of fiscal reserves to meet unanticipated circumstances

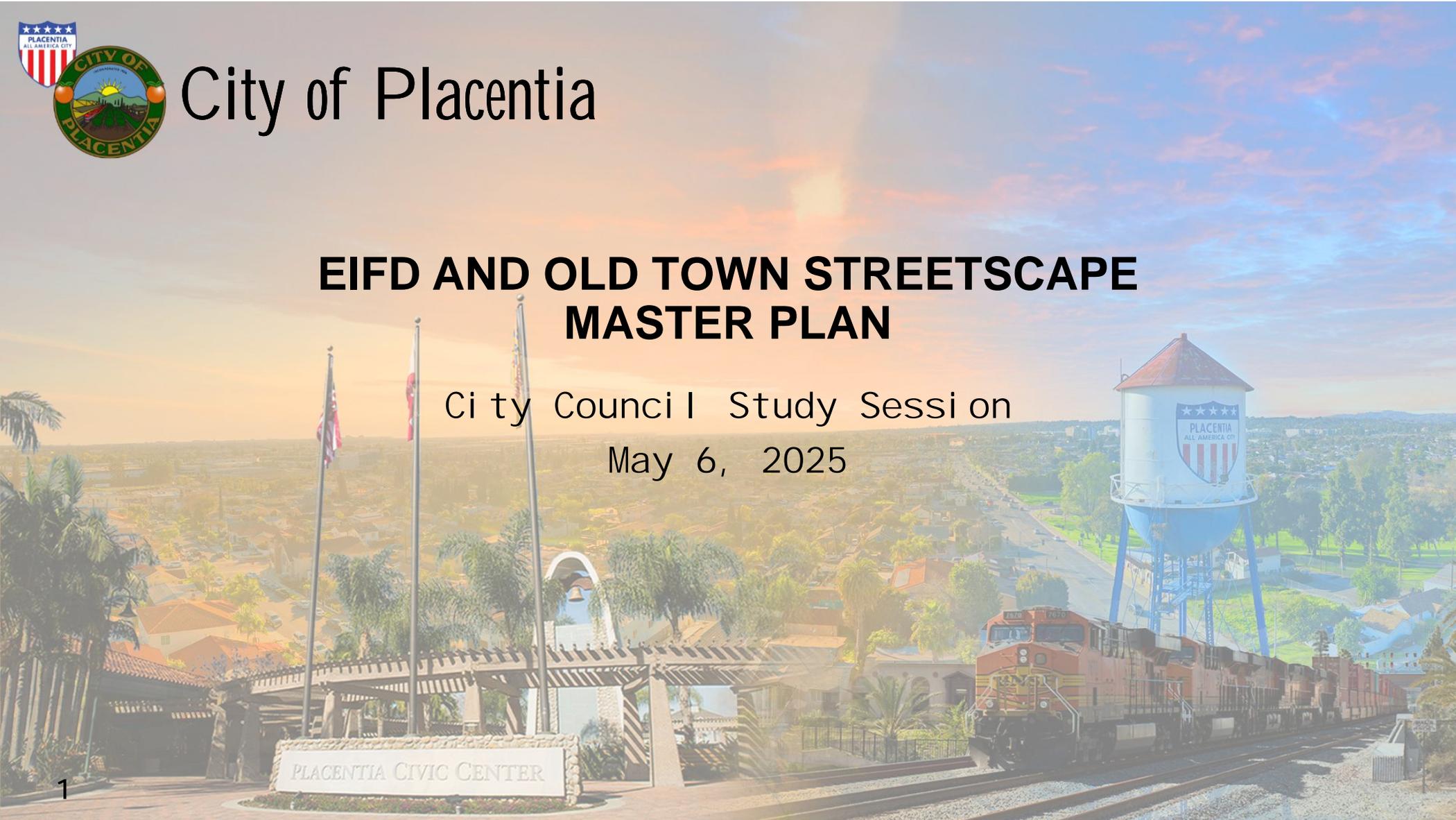
Questions



City of Placentia

EIFD AND OLD TOWN STREETScape MASTER PLAN

City Council Study Session
May 6, 2025



Presentati on Overvi ew

- Overvi ew of the Old Town Placencia Revi tal i zati on Pl an
- Old Town Streetscape Master Pl an
- Fundamentals of an Enhanced Infrastructure Financi ng Di stri ct
- Overvi ew of Placencia' s EIFD
- Infrastructure Financi ng Pl an/Debt Issuance Structure
- Addi ti onal Consi derati ons
- Recommendati on



Overview of Old Town Placentia Revitalization Plan

Jeannette Ortega
Deputy Director of Administrative Services

3



Old Town Placentia Revitalization Plan

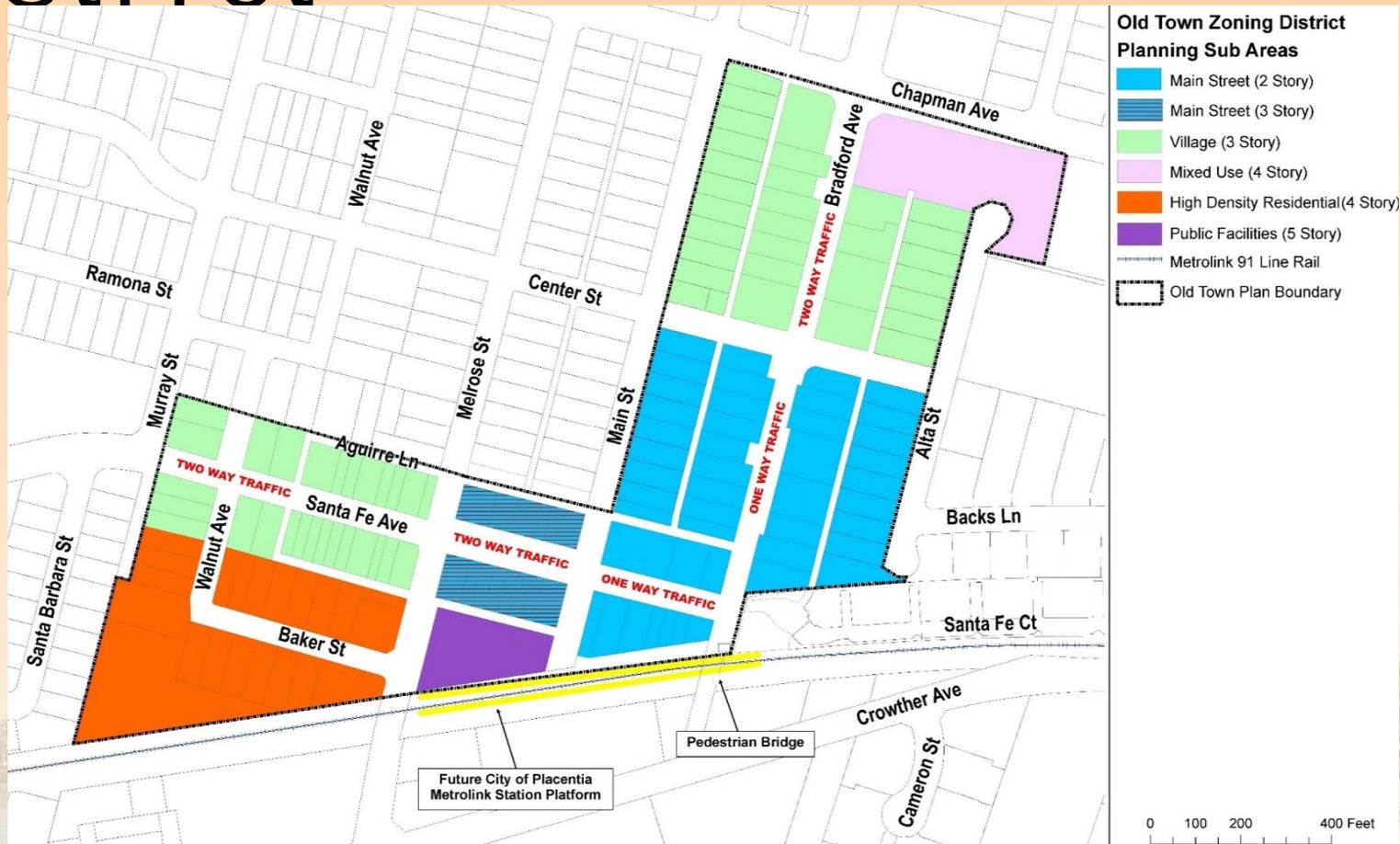
- In 2015, the City began working on the Old Town Revitalization Plan to enhance and preserve the historic significance of Old Town Placentia. The City created specific building standards and zoning requirements for this area. In addition, the Streetscape Master Plan was developed to enhance street improvements, pedestrian connectivity, and landscape and lighting upgrades
- In 2017, the Old Town Revitalization Plan and Streetscape Master Plan was adopted by the City Council
- Immediately after the adoption of the Plans, staff researched funding mechanisms that can facilitate the



4



Old Town Placentia Zoning District



Old Town Streetscape Master Plan

Gabriel Guerrero Gabany
Deputy Director of Public Works



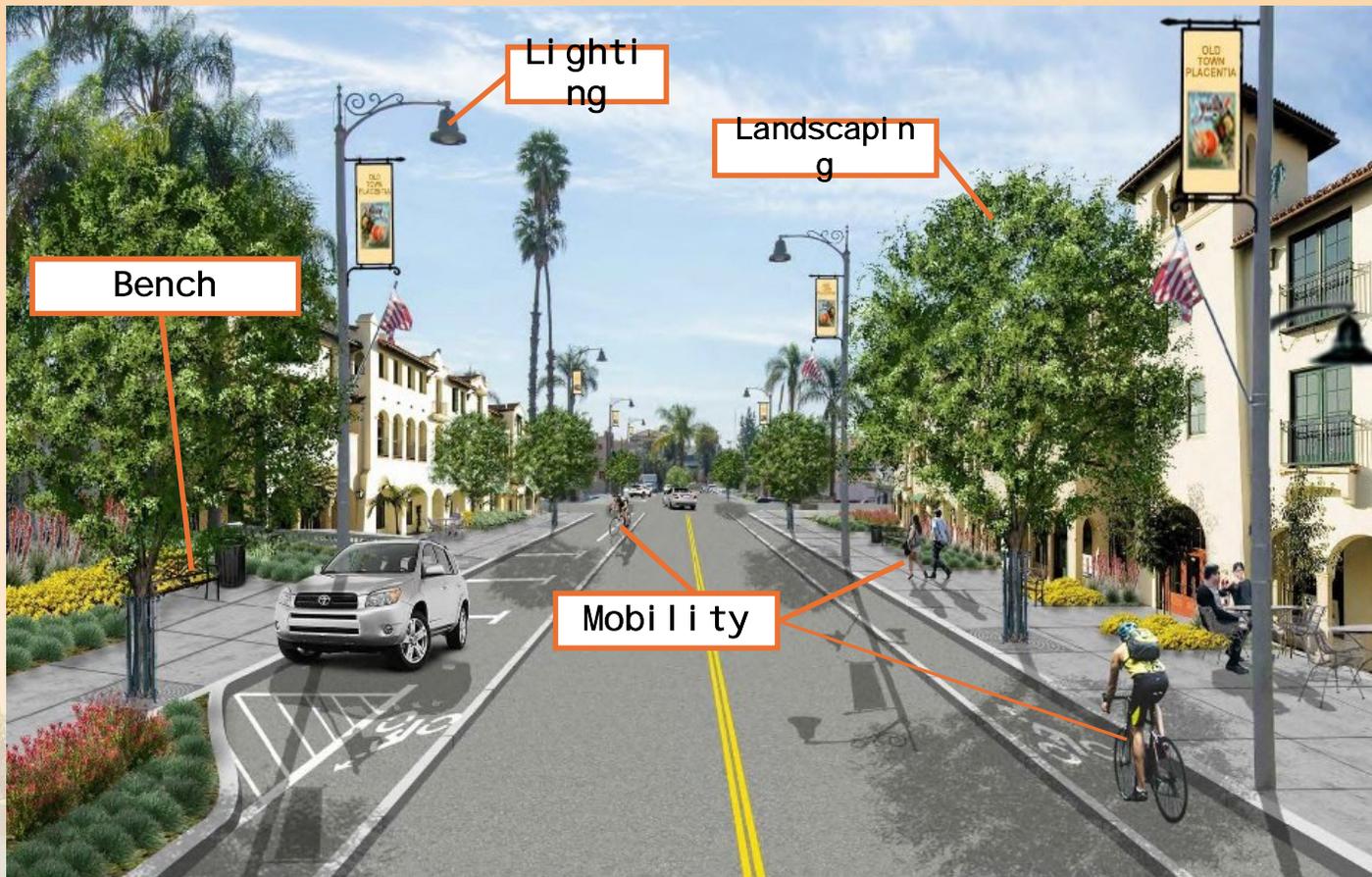
Old Town Streetscape Master Plan

The Purpose of the adopted Old Town Streetscape Master Plan:

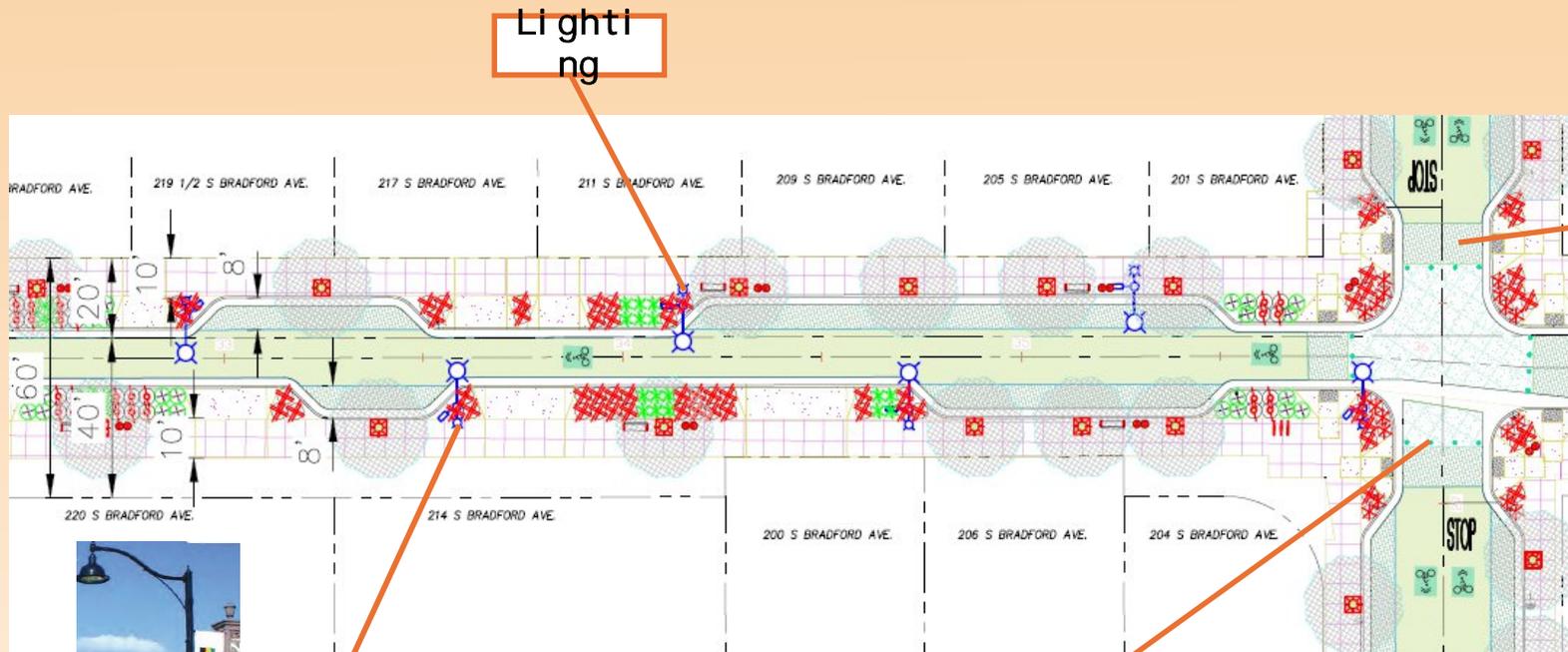
- Revitalization of the City's historic core
- Aims to create an active Old Town which will function as a central gathering space
- Improve Mobility
- Infrastructure
- Streetscapes
- Special Events
- Attract visitors, increase revenues and enhance safety



Scope of Streetscape Master Plan



Street/Pedestrian Enhancements



Lighting

Pavers



Lighting

Bollards



Cost Estimate for Streetscape Master Plan

- Placentia EIFD provides \$10M in funding for the Old Town Streetscape Master
- Preliminary cost estimate is \$13.5 million
- Potential cost saving measures
 - Replacing concrete areas with asphalt
 - Replacing pavers with asphalt
 - Removing streets not directly along the main corridor
- Bid Package will include Alternative Bid schedules, which will allow us to remove or include certain aspects of the proposed improvements to ensure that the construction cost does not exceed \$10M



Fundamentals of an Enhanced Infrastructure Financing District (EIFD)

Joe Diéguez
Kosmont Companies



Enhanced Infrastructure Financing District

An Enhanced Infrastructure Financing District (EIFD) is a special financing mechanism used by cities in California to fund infrastructure projects and community improvements without raising taxes. EIFDs were established under California Law (SB 628, enacted in 2014) as a replacement for redevelopment agencies, which were dissolved in 2012.

Purpose:

- EIFDs are designed to support a wide range of infrastructure projects, including transportation, streets and roads, affordable housing, parks, water systems, environmental improvements, and more.

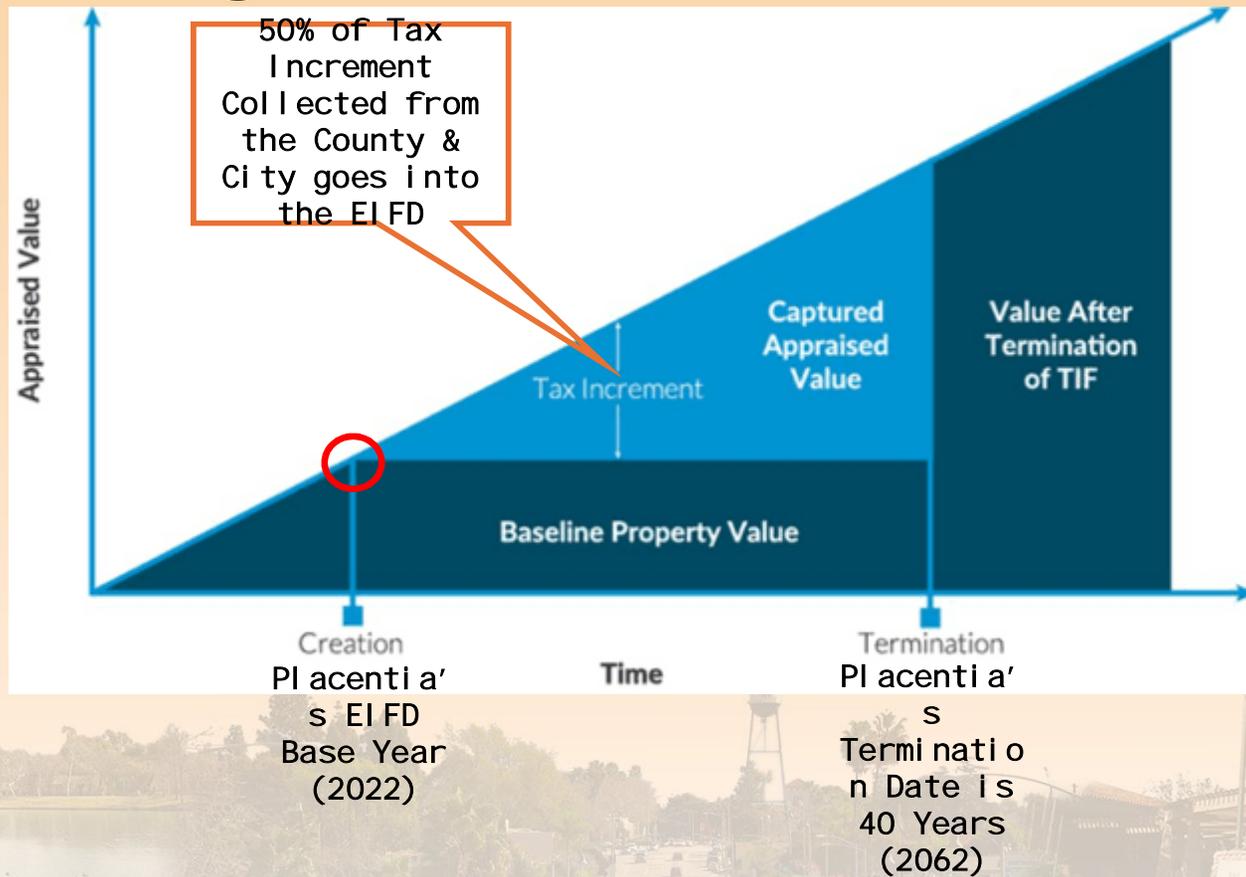


Enhanced Infrastructure Financing District

- EIFDs rely on Tax Increment Financing (TIF). Tax increment revenue is generated from incremental growth of assessed property values within a defined boundary as new development occurs or as underutilized properties are rehabilitated
- When an EIFD is established, the "baseline property value" for all properties within the District is set, or frozen, at that year's assessed value
- A pre-designated percentage (Placentia's is 50%) of this revenue establishes the fund that is administered by the Public Financing Authority (PFA) to be used for public infrastructure
- As public investments improve the area and catalyze private sector investment, property values rise. The increase in property tax revenue (the "tax



Enhanced Infrastructure Financing District



Overview of Placentia's EID

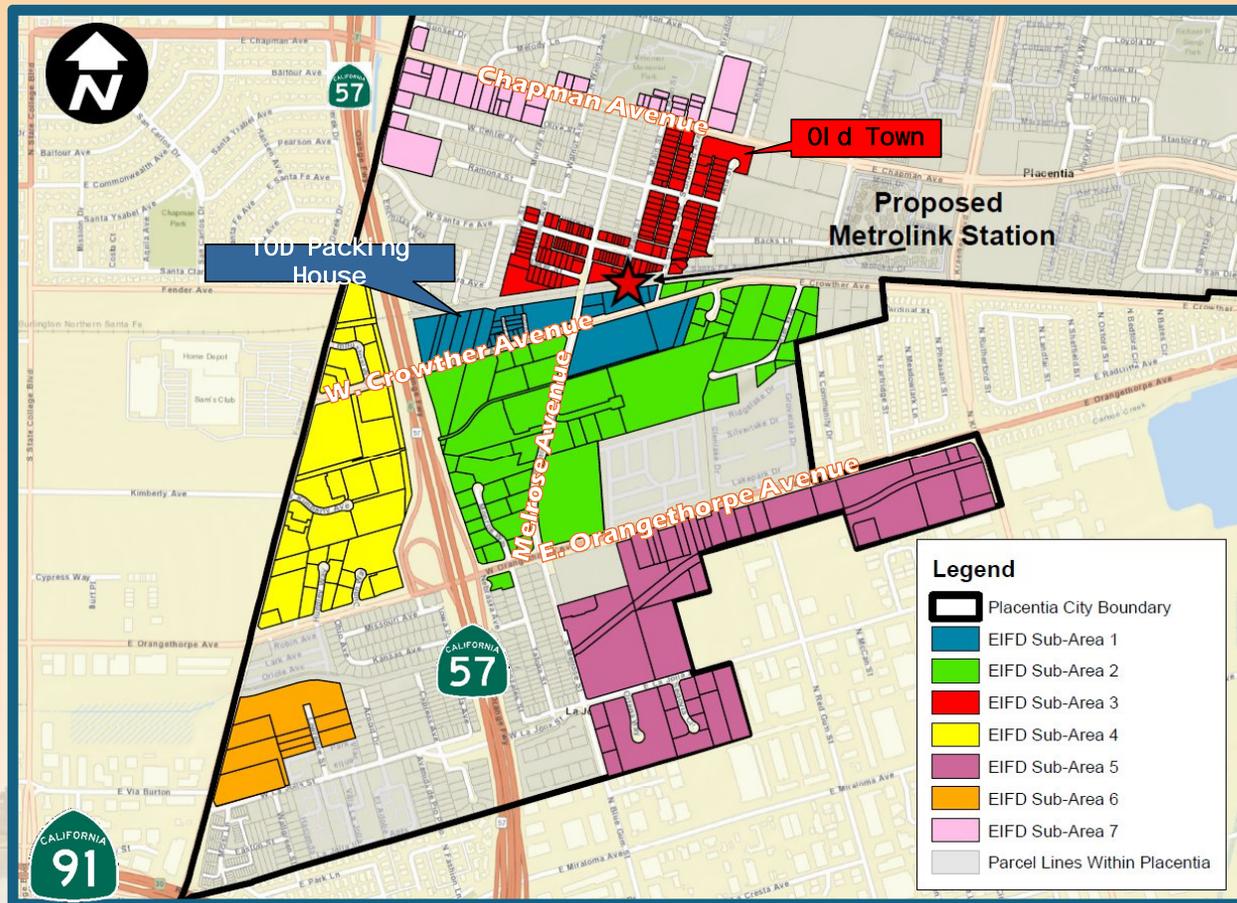


Overview of Placentia's EIFD

- In 2019, the City of Placentia (City) and County of Orange (County), working with a grant provided by Southern California Association of Government (SCAG), established the Placentia Enhanced Infrastructure Financing District (EIFD) to fund infrastructure improvements within the City's Old Town
 - Building public improvements over multiple years/phases will not likely entice private sector investment sufficiently to fulfill original economic development goals and will delay increase to assessed valuation
 - Goal: Install all aspects of the Old Town Streetscape Master Plan at one time (instead of in phases), which will better induce private investment to fulfill Tax Increment ("TI") and economic benefit projections (fulfill Assessed Value A/V goals)
 - Accelerate timetable to meet regional housing needs,



Placentia E1FD Boundaries for TI



Amendment to the Placentia EIFD

- An emerging EIFD bond market, the COVID pandemic, inflation, and related economic conditions contributed to delayed EIFD implementation and cost increases
 - Original Streetscape Project cost estimate of ~\$8M increased to ~\$10.05M, an increase of 25.6%
 - Interest rates have risen, increasing cost of debt service (particularly to “first-time” debt issuer)
 - Impact: Multiple debt issuances over 7-8 years would be needed to fund key projects
- Original financing structure would not have facilitated private investment and would have fallen short of expected rate of tax increment growth
- Recalibrated duration (term) of tax increment allocation to reflect full payment of contributions
 - Increased City maximum term from 20 to 40 years
 - Increased County maximum term from 20 to 25 years, with option to extend to 30 only if needed
 - Provides adequate time for County to contribute its share of tax increment (50%) (i.e., \$3.547 million)
 - Additional 5 years only triggered if tax increment receipt level perform worse than suboptimal projections



Estimated Economic Benefits

- 1,600+ housing units
- 5,364 construction jobs and 258 permanent jobs
- \$423 million in construction-related wages and \$16 million in annual, ongoing wages
- \$826 million in economic output from construction and \$38 million in annual ongoing economic output
- \$59M in positive net fiscal impact to City general fund over 50 years
- \$50M in positive net fiscal impact to County general fund over 50 years
- Greenhouse gas reduction/vehicle miles traveled reduction; improved and convenient transit to local universities and other destinations



Infrastructure Financing Plan (IFP) Debt Issuance Structure

Dan Massiello
Kosmont Financial Services



Debt Issuance Structure

- City to issue its own 30-year lease revenue bonds (“LRBs”) (in lieu of EIFD)
 - EIFD bond market is new, and the Placentia EIFD specifically has no credit history as a new issuer
 - City LRBs will benefit from City's excellent credit rating (AA), producing lower interest rates and no need for a cash-funded debt service reserve fund
 - Loan provided to EIFD would accrue interest to City General Fund at City's LAIF rate
- EIFD to terminate upon extinguishment of all EIFD debt, even if repaid early



EI FD Tax Increment Projections vs. Actuals

- Below is a summary of projected tax increment versus actual tax increment received:

Fiscal Year		Projected TI	Actual TI	Difference
2020	2021	\$0	\$0	\$0
2021	2022	\$7,849	\$13,408	\$5,559
2022	2023	\$101,476	\$51,291	(\$50,185)
2023	2024	\$222,844	\$212,187	(\$10,657)
2024	2025	\$235,150	TBD (May)	TBD
TOTAL TI RECEIVED			\$276,886	



DEBT ISSUANCE STRUCTURE Scenario

Placentia EIFD

Projected Tax Increment, Debt Service and Coverage Calculations

CITY ISSUES 30y LRB 9/3/25; USE CITY'S EIFD TI FOR D/S SUPPORT; CITY MAKES \$1MM UP FRONT LOAN

REVISED (4/1/25) TI ESTIMATES, \$10.05MM PROJECT COSTS; CURENT MARKET RATES (4/29/25)

FYE 6/30 BYE 9/1	EIFD Yr.	Debt Yr.[1]	TI Contribution				Total Available For D/S	Est. Net D/S	Excess or (Insuff.) Revs.	Add'l City Contributions		Increase to EIFD's City Debt[4]	Decrease to EIFD's City Debt	Balance Owed to City[5]	Excess EIFD TI
			Projected TI[2]	City 50% @ 0.136	Cumulative City	County 50% @ 0.059				Cumulative County	From City's TI[3]				
2021	0	0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
2022	1	0	80,508	9,653	9,653	3,755	3,755	13,408	0	13,408	0	0	0	0	13,408
2023	2	0	1,040,775	37,403	47,056	13,888	17,643	51,291	0	51,291	0	0	0	0	51,291
2024	3	0	2,285,579	154,569	201,625	57,617	75,260	212,186	0	212,186	0	0	0	0	212,186
2025	4	0	2,411,798	164,002	365,627	71,148	146,408	235,150	0	235,150	0	0	0	0	235,150
2026	5	1	3,076,877	209,228	574,855	90,768	237,176	299,995	462,223	162,227	0	1,162,227	0	1,162,227	0
2027	6	2	3,997,926	271,859	846,714	117,939	355,115	389,798	464,805	(75,007)	0	75,007	0	1,289,302	0
2028	7	3	4,158,392	282,771	1,129,485	122,673	477,787	405,443	624,805	(219,362)	0	219,362	0	1,566,425	0
2029	8	4	4,322,068	293,901	1,423,385	127,501	605,288	421,402	626,885	(205,483)	0	205,483	0	1,842,084	0
2030	9	5	4,953,758	336,856	1,760,241	146,136	751,424	482,991	628,470	(145,479)	0	145,479	0	2,070,088	0
2031	10	6	5,133,341	349,067	2,109,308	151,434	902,858	500,501	629,560	(129,059)	0	129,059	0	2,291,887	0
2032	11	7	6,045,754	411,111	2,520,419	178,350	1,081,207	589,461	625,155	(35,694)	0	35,694	0	2,430,258	0
2033	12	8	6,255,262	425,358	2,945,777	184,530	1,265,738	609,888	625,503	(15,614)	0	15,614	0	2,554,748	0
2034	13	9	6,955,679	472,986	3,418,763	205,193	1,470,930	678,179	625,355	52,824	0	0	(52,824)	2,616,377	0
2035	14	10	7,175,300	487,920	3,906,684	211,671	1,682,602	699,592	624,713	74,879	0	0	(74,879)	2,658,711	0
2036	15	11	7,399,314	503,153	4,409,837	218,280	1,900,881	721,433	628,575	92,858	0	0	(92,858)	2,684,963	0
2037	16	12	7,627,808	518,691	4,928,528	225,020	2,125,902	743,711	626,695	117,016	0	0	(117,016)	2,688,233	0
2038	17	13	7,860,871	534,539	5,463,067	231,896	2,357,797	766,435	629,320	137,115	0	0	(137,115)	2,671,551	0
2039	18	14	8,098,596	550,705	6,013,772	238,909	2,596,706	789,613	626,203	163,411	0	0	(163,411)	2,627,826	0
2040	19	15	8,341,076	567,193	6,580,965	246,062	2,842,768	813,255	627,590	185,665	0	0	(185,665)	2,559,888	0
2041	20	16	8,588,405	584,012	7,164,976	253,358	3,096,126	837,369	628,235	209,134	0	0	(209,134)	2,465,436	0
2042	21	17	8,840,681	601,166	7,766,143	260,800	3,356,926	861,966	628,138	233,829	0	0	(233,829)	2,342,059	0
2043	22	18	9,098,002	618,664	8,384,807	190,074	3,547,000	808,738	627,298	181,441	0	0	(181,441)	2,265,542	0
2044	23	19	9,360,469	636,512	9,021,319			636,512	625,715	10,797	0	0	(10,797)	2,356,242	0
2045	24	20	9,628,186	654,717	9,676,035			654,717	628,390	26,327	0	0	(26,327)	2,435,475	0
2046	25	21	9,901,258	673,286	10,349,321			673,286	625,075	48,211	0	0	(48,211)	2,496,373	0
2047	26	22	10,179,790	692,226	11,041,547			692,226	626,018	66,208	0	0	(66,208)	2,542,003	0
2048	27	23	10,463,894	711,545	11,753,091			711,545	625,970	85,575	0	0	(85,575)	2,570,310	0
2049	28	24	10,753,679	731,250	12,484,342			731,250	624,933	106,318	0	0	(106,318)	2,579,142	0
2050	29	25	11,049,260	751,350	13,235,691			751,350	627,905	123,445	0	0	(123,445)	2,571,243	0
2051	30	26	11,350,753	771,851	14,007,543			771,851	629,640	142,211	0	0	(142,211)	2,544,223	0
2052	31	27	11,658,276	792,763	14,800,305			792,763	625,138	167,625	0	0	(167,625)	2,490,579	0
2053	32	28	11,971,949	814,093	15,614,398			814,093	624,645	189,448	0	0	(189,448)	2,412,709	0
2054	33	29	12,291,895	835,849	16,450,247			835,849	627,915	207,934	0	0	(207,934)	2,312,865	0
2055	34	30	12,618,241	858,040	17,308,287			858,040	629,700	228,340	0	0	(228,340)	2,188,141	0
2056	35	31	12,951,113	880,676	18,188,963			880,676	880,676	0	0	0	(880,676)	1,405,494	0
2057	36	32	13,290,643	903,764	19,092,726			903,764	903,764	0	0	0	(903,764)	564,696	0
2058	37	33	13,636,963	927,314	20,020,040			927,314	927,314	0	0	0	(564,696)	0	362,617
			\$294,854,141	\$20,020,040		\$3,547,000		\$23,567,040	\$18,480,568		\$987,926	\$0	\$1,987,926		\$874,653
			New Caps:	\$24,000,000		\$3,547,000									
			Difference:	(\$3,979,960)		\$0									

[1] Assumes LRB issued 9/3/25
[2] 2022-2025 = Actual

[3] Represents City's share of TI loaned to EIFD and not received by City
[4] Yr. 1 Includes \$1MM City Loan

[5] Includes interest at assumed 4.48% LAIF rate (max)

Additional Considerations

Jennifer Lampman
Deputy City Administrator/Director of Finance



Additional Considerations

- City's Budget Challenges

- Continuing economic challenges caused by persistently high inflation and interest rates, unease over impacts of tariffs
- Reserve level dropped from 25% to 19% this Fiscal Year
 - \$6M for the Public Safety Building
- City added \$10M in debt for the Public Safety Building to be paid over 30 years
- City issued \$53M in lease revenue bonds in 2020 to pay pension debt
- City has significant unfunded capital needs
- Federal Earmark request for the Old Town Streetscape Master Plan in the amount of \$1M was not approved last year. City resubmitted again this year.

- Design Costs

- The design process is approximately 90% complete. Δ

25



Additional Considerations

- Interest Rate Volatility
 - Future interest rates remain uncertain
 - Tariffs naturally contribute to inflation, and ongoing tariff negotiations have created significant market volatility
- Rising Construction Costs
 - Construction costs have steadily increased over time. As time progresses, this project is likely to become more expensive due to rising costs of materials and labor
- Professional Services Costs
 - The City has been working with Kosmont on the formation and amendments of the Placentia EIFD and the initial stages of bond financing. These costs are usually folded into the bond financing.
- Indirect Considerations



Options to Consider



Option #1

1. Allocate \$150,000 to complete the Streetscape Master Plan
2. Go out to bid for the construction of the Streetscape Master Plan
 - Consider Alternative Bids to ensure construction is within \$10M
3. Authorize a \$1M loan from the General Fund to supplement the bond financing
4. Proceed with the bond financing to fund the construction



Option #2

1. Allocate \$150,000 in existing TI received to complete the Streetscape Master Plan
2. Delay the bond financing until sufficient TI is accumulated to fulfill the \$1M upfront needed to issue bonds
3. Go out to bid for the construction of the Streetscape Master Plan with Alternative Bids to ensure construction is within \$10M
4. Receive approval from the City Council for the construction costs and bond financing structure

29 Option #2 is Staff's recommendation



Questions & Comments





PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: May 6, 2025

Submitted by: Samantha Byfield

From: Public Works

Subject:

Fiscal Year 2025-26 Capital Improvement Program - Study Session No. 3

Financial Impact:

The fiscal impact will be determined with final adoption of the Fiscal Year 2025-26 Capital Improvement Program Budget.

Summary:

The Capital Improvement Program (CIP) represents a critical part of the City's long-term planning and budgeting efforts. The CIP includes planned investments in City infrastructure including streets, facilities, parks, fleet, technology and other long-term capital assets. The projects proposed in the CIP are typically significant in scope and cost and often require several years to complete.

On February 18, 2025, and April 1, 2025, the City Council conducted study sessions related to the Fiscal Year (FY) 2025-26 CIP Budget. At the April 1, 2025, study session staff presented updates on the FY 2024-25 Street Rehabilitation project as well as the Underground Storage Tank (UST) Removal project. The City Council provided direction on the FY 2024-25 Street Rehabilitation project and requested additional information regarding the UST Removal project.

At this time staff will present updates on the UST Removal project and is seeking City Council direction regarding the removal of the UST and the preferred fueling method moving forward.

Recommendation:

Recommended Action:

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

1. Receive and file the staff report and presentation; and
2. Provide direction to staff regarding the proposed fuel tank storage options.

Strategic Plan Statement:

This item is consistent with Strategic Plan Goal 1 by ensuring long-term fiscal sustainability, Strategic Plan Goal 2 by ensuring that public safety continues to be a high priority, and Strategic Plan Goal 5 by implementing public infrastructure to meet community needs.

Discussion:

The CIP Budget identifies major improvements to City infrastructure and includes new projects, upgrades to existing facilities and parks, rehabilitation of streets and roadways, as well as other infrastructure needs for the next several years.

A study session was presented on the UST Removal project at the April 1, 2025 City Council meeting. Two options were presented related to the project: 1) remove and replace the UST located at the City Maintenance Yard for an estimated cost of \$1,100,000 or 2) remove the UST and fuel offsite. Removal of the UST is estimated to cost \$220,000. Emergency operations and fleet electrification concerns were also addressed as items of consideration to be weighed in the UST replacement determination. Based on recommendations from the Fire and Life Safety Department regarding emergency preparation and to ensure continuity of operations and access to fuel during emergencies, staff recommended removal and replacement of the UST.

At the April 1st study session, Staff was asked to research a commercial fueling provider, Galaxy Energy Companies (Galaxy), that solicited the City about providing commercial fueling services and provide a further update.

Based on Staff's research, the City has an existing licensing agreement with Galaxy for the property at 480 S. Placentia Avenue, which the City owns. Under the terms of the agreement, Galaxy pays the City monthly rent of \$2,083.33 and a royalty fee based on the number of gallons sold per month as outlined in the table below.

Gallon Sold Per Month	Royalty Percentage
0 - 145,000	50%
145,001 - 195,000	40%
195,001 - 245,000	30%
245,001+	0%

For basis of comparison to the existing commercial fueling program with SC Fuels, the Galaxy data reviewed was from the reporting period of February 2024 to February 2025. During this period, the City received royalty fees from Galaxy totaling \$116,331.09, averaging \$8,948.55 per month. During this period, the City paid an average of \$4.56 per gallon with SC Fuels across unleaded fuel grades for purchases from a variety of commercial retail stations, including Galaxy, as well as SC Fuels-branded locations. The average cost per gallon across unleaded fuel types at Galaxy during this time was \$4.97 per gallon.

Galaxy is offering the City a discounted rate from their current average rate, reducing the cost to the cash price, which is 12 cents less per gallon. Galaxy will apply a further five-cent reduction per gallon off the cash price to provide a total discount of 17-cents per gallon. See the following table for cost comparisons.

	SC Fuels	Galaxy
Average Cost per Gallon Unleaded	\$4.56	\$4.97
Cash Discount	\$0.00	(\$0.12)

Additional Discount	\$0.00	(\$0.05)
Revised Cost per Gallon	\$4.56	\$4.80

After factoring in the discounted pricing, on average, the City would pay 24-cents more per gallon to purchase unleaded fuel from Galaxy versus SC Fuels. The increase in purchases from Galaxy would, however, result in higher royalties which would exceed the increased costs. See the following calculations for estimated costs and revenue.

	Bulk Fuel (City Yard)	SC Fuels	Galaxy
Average Cost per Gallon	\$3.56	\$4.56	\$4.80
City Average Gallons per Month	x 5,000	x 5,000	x 5,000
Cost per Month	\$17,800	\$22,800	\$24,000
	x 12	x 12	x 12
Annual Cost	\$213,600	\$273,600	\$288,000
Annual Royalty Revenue	\$0	\$0	\$144,000
Ongoing Costs	\$8,000	\$0	\$0
Total Annual Cost	\$221,600	\$273,600	\$144,000

The City would gain an estimated \$144,000 in royalty revenue per year. After deducting the royalties from the total annual cost of \$288,000, the City would pay \$144,000 to fuel at Galaxy. Comparatively, based on bulk fuel purchases at an average of \$3.56 per gallon the same amount of fuel would cost the City \$213,600 per year. There would be additional \$8,000 in costs for annual testing, inspections, fuel management software and environmental compliance.

Additional Considerations

In making the determination about the preferred fueling option, there are several other items for consideration.

Galaxy Agreement

The current agreement with Galaxy expires in October 2026. The updated agreement could impact the royalty revenue if percentages are changed under new agreement terms.

Generator Installation

Galaxy has stated they are willing to install a generator on site to support continued fueling during a power outage. It is yet to be determined whether the full cost of the installation would be paid for by Galaxy or if there would be costs to the City. Timing of the installation is also to be determined. The lead time for equipment of this nature is often four to six months. The current uncertainty regarding imported equipment may further impact the timing of installation.

Availability of Fuel During Emergency

If the City moves forward with fueling offsite at Galaxy, the amount of fuel available would be unknown. There would be no guarantee of enough fuel to support the City fleet and emergency generators for continuity of services in an emergency. Also, if the Galaxy site were active during an emergency, access to the site would be available to the City and the public,

which may impact availability of fuel.

Funding Availability for Other Priority Projects

If the determination is to remove the UST only and move fueling to an offsite commercial fueling program, there would be an estimated \$880,000 available to fund other priority projects (Attachment 1). The additional funding could fund a significant portion of one of the other high priority projects.

Staff is seeking Council direction on preferred fueling procedures moving forward.

Fiscal Impact Summary:

The fiscal impact will be determined with final adoption of the Fiscal Year 2025-26 Capital Improvement Budget.

Attachments

[CIP Project Priority List](#)

MEASURE U PROJECT PRIORITY LIST

Project Type	Project Name	Measure U Funding Request	Public Health (Max 30)	Regulatory (Max 20)	Strategic Plan (Max 15)	Deferred Maint. (Max 15)	Master Plan (Max 10)	Bonus (Max 10)	Total Score
Streets & Streetscapes	Old Town Streetscape Improvements	\$ 1,150,000	30	20	15	15	10	10	100
City Buildings & Facilities	Fire Station 1 Maintenance and Safety Upgrades	\$ 30,984	30	20	15	15	10	5	95
Sewer	Old Town Sewer Rehabilitation	\$ 1,586,564	30	20	15	15	10	5	95
City Buildings & Facilities	City Hall Roof Repairs	\$ 1,000,000	20	20	10	15	10	20	95
Storm Drain	Kevin Way Storm Drain Improvements	\$ 241,235	30	10	15	15	10	5	85
City Buildings & Facilities	City Yard Repaving	\$ 200,000	30	15	15	15	0	5	80
Streets & Streetscapes	FY 25-26 Annual Sidewalk and Curb Ramp Repairs	\$ 300,000	30	10	15	15	0	10	80
Technology	Enterprise Camera and Security Upgrades	\$ 4,465	30	0	15	15	10	10	80
Technology	2FA / Single Sign-On Implementation	\$ 25,000	30	20	15	0	10	0	75
Streets & Streetscapes	FY 25-26 Annual Tree Planting	\$ 30,000	15	20	15	0	10	10	70
Technology	Software Additions, Upgrades & IT Operations	\$ 75,000	20	10	15	10	10	5	70
Traffic and Transportation Ops	Citywide Signal Hardware Upgrades	\$ 95,152	30	10	15	0	10	5	70
City Buildings & Facilities	PD Women's Locker Room	\$ 1,700,000	15	20	15	10	0	5	65
Vehicles and Equipment	Backhoe Replacement	\$ 99,648	30	0	15	15	0	5	65
Major Studies	Economic Development Strategic Plan	\$ 130,000	15	10	15	0	10	10	60
Vehicles and Equipment	Public Works Ford Ranger Replacements (3)	\$ 150,000	20	10	10	15	0	5	60
Streets & Streetscapes	Orangethorpe Median Restoration	\$ 100,000	0	0	15	15	0	5	35
Streets & Streetscapes	LMD Median Restoration Project	\$ 100,000	0	0	15	15	0	5	35
Vehicles and Equipment	Custodial Cargo Van	\$ 60,000	15	0	0	15	0	5	35