



Regular Meeting Agenda

May 7, 2013

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

Scott W. Nelson
Mayor

Joseph V. Aguirre
Mayor Pro Tem

Constance M. Underhill
Council Member

Chad P. Wanke
Council Member

Jeremy B. Yamaguchi
Council Member

Patrick J. Melia
City Clerk

Craig S. Green
City Treasurer

Troy L. Butzlaff, ICMA-CM
City Administrator

Andrew V. Arczynski
City Attorney

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

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Mission Statement

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

Vision Statement

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

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

Procedures for Addressing the Council/Board Members

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

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

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

Special Accommodations

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

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

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

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING AGENDA – EXECUTIVE SESSION
May 7, 2013
5:30 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER:

ROLL CALL: Councilmember/Board Member Underhill
Councilmember/Board Member Wanke
Councilmember/Board Member Yamaguchi
Mayor Pro Tem/Board Vice Chair Aguirre
Mayor/Board Chair Nelson

ORAL COMMUNICATIONS:

At this time the public may address the City Council and Boards of Directors concerning any items on the Executive Session Agenda only.

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

CITY COUNCIL:

1. Pursuant to Government Code Section 54956.9(a) for Conference with Legal Counsel Regarding Existing Litigation – One (1) Item
 - a. Jones v. City of Placentia, US Federal District Court No. SACV-1878-JST(JPRx)
2. Pursuant to Government Code Section 54956.9(b) for Conference with Legal Counsel Regarding Anticipated Litigation – Two (2) Items
3. Pursuant to Government Code Section 54956.9(c) for Conference with Legal Counsel Regarding the Initiation of Litigation – One (1) Item
4. Conference with Legal Counsel – Case Review/Planning – Government Code 54957.8:
 - a. Vacant 2.78 Acre Parcel Located at 1049 Golden Avenue APN: 334-021-03
John Reischl, Olson Company

SUCCESSOR AGENCY: None

ICDA:

5. Conference with Real Property Negotiator Pursuant to Government Code Section 54956.8:
 - a. Property: 132 Crowther Avenue, APN 339-091-08
Agency Negotiator: Troy L. Butzlaff, City Administrator/Executive Director
Negotiating Parties: Jon Coulombe, DaddyO's California LLC
Under Negotiations: Price and Terms of Lease

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

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING AGENDA
May 7, 2013
7:00 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER:

ROLL CALL: Councilmember/Board Member Underhill
Councilmember/Board Member Wanke
Councilmember/Board Member Yamaguchi
Mayor Pro Tem/Board Vice Chair Aguirre
Mayor/Board Chair Nelson

INVOCATION: Police Chaplain Gary Drabek

PLEDGE OF ALLEGIANCE:

PRESENTATIONS:

1. Requests for Commendations and Proclamations

- a. Proclamation Designating the Week of May 19-25, 2013, as National Public Works Week
Recipient: Director of Public Works Steve Drinovsky
Presenter: Mayor Nelson
- b. Proclamation Designating May 7, 2013, as National Teacher Day
Recipient: President of North Orange County Division #41 California Retired Teachers Association Robert Kennedy
Presenter: Mayor Nelson
- c. Proclamation Designating the Month of May 2013, as Poppy Month
Recipient: American Legion Auxiliary Judy Gomez
Presenter: Mayor Nelson
- d. Recognition of 2013 Miss Placentia, Miss Placentia Outstanding Teen, Miss Yorba Linda, and Miss Yorba Linda Outstanding Teen Titleholders
Recipient: Miss Placentia/Miss Yorba Linda Executive Director Kathryn Baldwin
Presenter: Mayor Nelson
- e. Update on the Orangethorpe and Tustin/Rose Grade Separation Project
Presenters: OCTA Senior Communication Specialist Tresa Oliveri and City Project Manager Roy Stephenson

Recommended Action: It is recommended that the City Council:
Approve requests as submitted and make presentations to those present

EXECUTIVE SESSION REPORT:

CITY ADMINISTRATOR REPORT:

ORAL COMMUNICATIONS:

At this time the public may address the City Council and Boards of Directors concerning any agenda item, which is not a public hearing item, or on matters within the jurisdiction of the

City Council and Boards of Directors. There is a five (5) minute time limit for each individual addressing the City Council and Boards of Directors.

CITY COUNCIL / BOARD MEMBERS COMMENTS AND REPORTS:

The purpose of these reports is to provide information on projects and programs that are discussed at interagency board, committee, and commission meetings. No decisions are to be made on these issues. If a Council or Board Member would like formal action on any of the discussed items, it will be placed on a future Council or Board Agenda.

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

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.

COUNCIL / SUCCESSOR AGENCY / ICDA CONSENT CALENDAR:

- a. **Consideration to Waive Reading in Full of all Ordinances and Resolutions**
Financial Impact: None
Recommended Action: Approve
- b. **Minutes**
City Council / Successor / ICDA Regular Meeting – April 16, 2013
Recommended Action: Approve
- c. **City Fiscal Year 2012-13 Warrant Register for April 17, 2013 through May 7, 2013**
Financial Impact: \$1,591,696.48
Recommended Action: Approve

COUNCIL CONSENT CALENDAR:

- d. **January – March 2013 Treasurer's Reports**
Financial Impact: None
Recommended Action: It is recommended that the City Council:
1) Receive and file the January – March 2013 Treasurer's Reports
- e. **Approval of Plans and Specifications and Award of Construction to Sully-Miller Contracting Company for the Valencia Avenue Rehabilitation Project, and Approve Construction Management Services with Harris & Associates**
Financial Impact: Expense: \$696,478.04
Offsetting Revenue: \$318,000 State Proposition 1B Funding & \$378,478.04 Measure M Fair Share Funds
Budgeted: \$636,000 (Account No.: 333552-6185 J/L 61034)
Recommended Action: It is recommended that the City Council:
1) Approve plans prepared by GHD Incorporated and specifications prepared by the City of Placentia dated February 12, 2013, for the Valencia Avenue Rehabilitation Project
2) Award construction contract to the lowest responsive and responsible bidder, Sully-Miller Contracting Company, in a form approved by the City Attorney, for an amount not to exceed \$538,731.70
3) Reject all other bids
4) Authorize the City Administrator, or his designee, to approve construction change orders pursuant to the requirements set forth in the construction

contract and in an aggregate amount not to exceed 15% of the project construction

- 5) Approve construction management services contract, in a form approved by the City Attorney, with Harris & Associates for the time and materials in an amount not to exceed \$50,000
- 6) Authorize the City Administrator to execute contract documents on behalf of the City, in a form approved by the City Attorney

f. **Approve Cooperative Agreement for Project No. 174-46013 Between the City of Placentia, City of Fullerton and City of Anaheim for the Placentia Avenue Corridor Project Regional Traffic Signal Synchronization Program**

Financial Impact: Expense: \$43,200 Local Match

Offsetting Revenue: Air Quality Management District (AB 2766 Funds)

Budgeted: \$43,200 (Account No.: 333552-6185 J/L 61098)

Recommended Action: It is recommended that the City Council:

- 1) Approve the attached Cooperative Agreement for Project No. 174-46013 between the City of Placentia, City of Fullerton and City of Anaheim for the implementation of the Placentia Avenue Corridor Project funded as part of the Measure M2 Regional Traffic Signal Synchronization Program (Project P)
- 2) Authorize the Mayor to execute the Cooperative Agreement on behalf of the City

g. **Authorize Opposition Letter to Assembly Bill 323 (Chesbro) – Solid Waste Diversion - Greenwaste**

Financial Impact: Potential costs between \$236,000 to \$1.5 million per year for additional recycling of material

Recommended Action: It is recommended that the City Council:

- 1) Authorize the Mayor to submit a letter of opposition to AB 323 to Assemblymember Wesley Chesbro addressing the impact of this Bill

SUCCESSOR AGENCY CONSENT CALENDAR: None

ICDA CONSENT CALENDAR: None

2. PUBLIC HEARINGS:

COUNCIL/SUCCESSOR AGENCY/ICDA: None

COUNCIL:

a. **First Reading and Introduction of an Ordinance of the City Council of the City of Placentia Approving a Development Agreement with Olson Urban LLC for Property Located at 1049 Golden Avenue**

Financial Impact: Revenue: \$347,540 + (Public Benefits)

Recommended Action: It is recommended that the City Council:

- 1) Open the hearing, receive public testimony, and close public hearing
- 2) Waive full reading, reading by title only, and introduce for first reading, Ordinance O-2013-04, An Ordinance of the City Council of the City of Placentia, California approving a development agreement with Olson Urban Housing LLC for property located at 1049 Golden Avenue
- 3) Approve the applicants request to allow for grading and building permit issuance for construction before the recordation of the final map pursuant to § 66464 of the California Government Code at the applicants sole risk
- 4) Adopt Resolution No. R-2013-17, A Resolution of the City Council of the City of Placentia, California, approving a Negative Declaration of

Environmental Impacts and approving a Tentative Tract Map for the development of a 33-unit housing subdivision

SUCCESSOR AGENCY: None

ICDA: None

3. OLD BUSINESS:

COUNCIL/SUCCESSOR AGENCY/ICDA OLD BUSINESS: None

COUNCIL OLD BUSINESS:

- a. **Conduct Second Reading by Title Only and Adopt Ordinance Amending Title 23 (Zoning Ordinance) of the Placentia Municipal Code Pertaining to Emergency Shelters, Supportive and Transitional Housing Facilities, Single Room Occupancies and Provisions for Reasonable Accommodations for Persons with Disabilities, Including Standards and Procedures Therefore**

Financial Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Conduct second reading by title only and adopt Ordinance O-2013-03, An Ordinance of the City Council of the City of Placentia, California, Amending Title 23 (Zoning Ordinance) of the Placentia Municipal Code pertaining to emergency shelters, supportive and transitional housing facilities, single room occupancies and provisions for reasonable accommodations for persons with disabilities, including standards and procedures therefore

- b. **Conduct Second Reading by Title Only and Adopt Ordinance Amending Sections 20.30.030 and 20.30.040 of Chapter 20.30 of Title 20 of the Placentia Municipal Code Pertaining to Maintenance and Rehabilitation of Long-Term Boarded and Vacant Buildings**

Financial Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Conduct second reading by title only and adopt Ordinance O-2013-02, An Ordinance of the City Council of the City of Placentia, California, Amending Sections 20.30.030 and 20.30.040 of Chapter 20.30 of Title 20 of the Placentia Municipal Code pertaining to maintenance and rehabilitation of long-term boarded and vacant buildings

SUCCESSOR AGENCY OLD BUSINESS: None

ICDA OLD BUSINESS: None

4. NEW BUSINESS:

COUNCIL/SUCCESSOR AGENCY/ICDA NEW BUSINESS: None

COUNCIL NEW BUSINESS:

- a. **Recommendation to Rescind City Council Policy No. 606 for the Placement of Adult Crossing Guards and Adopt the Criteria in the California Manual on Uniform Traffic Control Devices (CA MUTCD) as the City's Official Policy**

Financial Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Rescind City Council Policy No. 606 for the Placement of Adult Crossing Guards and adopt the criteria in the CA MUTCD as the City's official policy

b. **Acceptance of Resignation and Temporary Suspension of the Cultural Arts Commission**

Financial Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Accept the resignation of Maria Gibbs (Cultural Arts Commission)
- 2) Temporarily suspend the Cultural Arts Commission and direct Staff to handle all Commission activities and functions
- 3) Relieve the three (3) remaining Cultural Arts Commissioners from their positions, with appreciation
- 4) Open the annual application/recruitment process for all positions on the Cultural Arts Commission

SUCCESSOR AGENCY NEW BUSINESS: None

ICDA NEW BUSINESS: None

CITY COUNCIL / BOARD MEMBERS REQUESTS:

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

ADJOURNMENT:

The City Council/Successor Agency/ICDA Agency Board of Directors will adjourn to May 15, 2013 at 6:00 p.m.

***In
Memory
of
June Auld
Long Time Resident and Friend of City Treasurer Craig Green***

CERTIFICATION OF POSTING

I, Tania Moreno, Deputy City Clerk for the City of Placentia and Assistant Secretary of the Industrial Commercial Development Authority and Successor Agency, hereby certify that the Agenda for the May 7, 2013 meetings of the City Council, Successor Agency, and Industrial Commercial Development Authority was posted on May 2, 2013.

Tania Moreno, Deputy City Clerk

**PROCLAMATION DESIGNATING THE WEEK OF MAY 19-25, 2013 AS NATIONAL
PUBLIC WORKS WEEK
CITY COUNCIL MEETING MAY 7, 2013**

Mayor Nelson to present proclamation to Director of Public Works Steve Drinovsky.

National Public Works Week enables Public Works professionals throughout North America the ability to energize and educate the public on the importance of the contribution of public works in their daily lives: planning, building, managing and operating the heart of our local communities and building a better quality of life. Public Works is above, below, and all around!

Recipient: Steve Drinovsky, Director of Public Works

Presenter: Mayor Nelson

**Presentation a
May 7, 2013**

**PROCLAMATION DESIGNATING MAY 7, 2013 AS NATIONAL TEACHER DAY
COUNCIL MEETING MAY 7, 2013**

Mayor Nelson to present proclamation for National Teacher Day to Robert Kennedy, President, North Orange County Division #41 California Retired Teachers Association

On National Teacher Day, May 7, 2013, thousands of communities take time to honor their local educators and acknowledge the crucial role teachers play in making sure every student receives a quality education.

Presenter: Mayor Nelson

**Recipient: Robert Kennedy, President, North Orange County Division #41
California Retired Teachers Association**

**Presentation b
May 7, 2013**

**PROCLAMATION DESIGNATING THE MONTH OF MAY 2013, AS POPPY MONTH
CITY COUNCIL MEETING MAY 7, 2013**

Mayor Nelson to present proclamation for Poppy Month to American Legion Auxiliary Judy Gomez.

In the spring of 1919, red poppies bloomed in abundance in the battlefields of France where so many American soldiers had fallen in battle. In remembrance of those lost, the American Legion adopted the poppy as its memorial flower in 1920. The American Legion Auxiliary created a national poppy program in 1924, distributing the poppies, all handmade by veterans as part of their therapeutic rehabilitation, to pay tribute to the lives lost in all wars and to honor our living veterans.

Recipient: Judy Gomez, American Legion Auxiliary
Presenter: Mayor Nelson

Presentation c
May 7, 2013

**PRESENTATION – MISS PLACENTIA, MISS PLACENTIA OUTSTANDING TEEN,
MISS YORBA LINDA AND MISS YORBA LINDA OUTSTANDING TEEN
CITY COUNCIL MEETING MAY 7, 2013**

Mayor Nelson to present a certificate of recognition to Miss Placentia (Carly Valdes), Miss Placentia Outstanding Teen (Michelle Jones), Miss Yorba Linda (Kaitlin Urell), and Miss Yorba Linda Outstanding Teen (Karisa You).

The program has been crowning a Miss Placentia each year since 1934. The program became associated with the Miss America Organization in 1976 and since then has awarded over \$150,000 in scholarships to deserving young women. The contestants compete for Miss California and California's Outstanding Teen, respectively.

Presenter: Mayor Nelson

Recipient: Miss Placentia/Miss Yorba Linda Executive Director Kathryn Baldwin

**Presentation d
May 7, 2013**

**PRESENTATION – UPDATE ON THE ORANGETHORPE AND TUSTIN/ROSE
GRADE SEPERATION PROJECT
CITY COUNCIL MEETING FOR MAY 7, 2013**

Mayor Nelson to introduce Tresa Oliveri, Orange County Transportation Authority representative who will be providing an update on the Orangethorpe and Tustin/Rose Grade Separation Project.

**Presenter: OCTA Senior Communications Specialist Tresa Oliveri and Project
Manager Roy Stephenson**

**Presentation e
May 7, 2013**

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING MINUTES – EXECUTIVE SESSION
April 16, 2013
5:30 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER: Mayor/Board Chair Mayor Nelson called the meeting to order at 5:35 p.m.

ROLL CALL:

PRESENT: Council/Agency Members Underhill, Wanke, Aguirre, Nelson
ABSENT: Yamaguchi

ORAL COMMUNICATIONS: None

CITY COUNCIL:

1. Pursuant to Government Code Section 54956.9(a) for Conference with Legal Counsel Regarding Existing Litigation – Three (3) Items
 - a. City of Placentia v. Chris Becker & Associates, Incorporated, et. al. Orange County Superior Court Case No.: 30-2011-00450162
 - b. Jones v. City of Placentia, US Federal District Court No. SACV-1878-JST(JPRx)
 - c. Pike v. City of Placentia, US District Court No. CV08-8586 AHM(Ex)
2. Pursuant to Government Code Section 54956.9(b) for Conference with Legal Counsel Regarding Anticipated Litigation – Two (2) Items
3. Pursuant to Government Code Section 54956.9(c) for Conference with Legal Counsel Regarding the Initiation of Litigation – One (1) Item

SUCCESSOR AGENCY: None

ICDA: None

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

CALL TO ORDER:

PRESENT: Council/Agency Members Underhill, Wanke, Yamaguchi, Aguirre, Nelson
ABSENT: None

STAFF PRESENT: City Administrator/Executive Director, Troy L. Butzlaff; City Attorney/Authority Counsel, Andrew V. Arczynski; Assistant City Administrator, Ken Domer; Director of Administrative and Community Services, Steve Pischel; Director of Finance, Karen Ogawa; Director of Public Works, Steve Drinovsky; Police Chief, Rick Hicks; Deputy Chief of Police, Ward Smith; Deputy Director of Community Services, Jon Nicks; Management Analyst, Eddie De La Torre; City Clerk, Patrick Melia; Deputy City Clerk, Tania Moreno

INVOCATION: Police Chaplain Arturo Rodriguez

A moment of silence was observed in memory of the victims of the Boston Marathon tragedy.

PLEDGE OF ALLEGIANCE: Councilmember Yamaguchi

PRESENTATIONS:

1. Requests for Commendations and Proclamations

- a. Proclamation Designating the Week of May 5-11, 2013, as Public Service Recognition Week
Recipient: City Administrator Butzlaff
Presenter: Mayor Nelson

Mayor Nelson presented a proclamation certificate to City Administrator Butzlaff designating May 5-11, 2013 as Public Service Recognition Week.

City Administrator Butzlaff thanked Council for the proclamation on behalf of all Staff.

- b. Proclamation Designating the Week of May 5-11, 2013, as Municipal Clerks Week
Recipient: City Clerk Patrick Melia
Presenter: Mayor Nelson

City Administrator Butzlaff provided a brief overview of Municipal Clerks Week.

Mayor Nelson presented a proclamation certificate to City Clerk Melia designating May 5-11, 2013 as Municipal Clerks Week.

City Clerk Melia thanked Council for the proclamation and thanked City Clerk Specialist Candice Martinez and Deputy City Clerk Tania Moreno for their work.

- c. Proclamation Designating the Week of May 1-7, 2013, as Wildfire Awareness Week
Recipient: Battalion Chief Randy Black
Presenter: Mayor Nelson

City Administrator Butzlaff provided a brief overview of Wildfire Awareness Week.

Mayor Nelson presented a proclamation certificate to Battalion Chief Black designating May 1-7, 2013 as Wildfire Awareness Week.

Battalion Chief Black thanked the City for recognizing the City's role in supporting Orange County Fire Authority.

Recommended Action: It is recommended that the City Council:
Approve requests as submitted and make presentations to those present.

A motion was made by Councilmember Wanke, seconded by Councilmember Underhill, to approve presentations item 1.a to 1.c. as submitted and make a presentations to those present.

EXECUTIVE SESSION REPORT: City Attorney/Agency Counsel Arczynski reported the Council/Agency met in Executive Session to discuss the items listed on the agenda. He stated there was no reportable action from Executive Session this evening.

CITY ADMINISTRATOR REPORT:

City Administrator Butzlaff announced the upcoming Shred Day, E-Waste, and Pharmaceutical Collection event on April 27, 2013 at the Civic Center. He noted that the Founders Society would continue their annual Concert Series on April 28, 2013 at the Historic Bradford House.

ORAL COMMUNICATIONS:

Paul Feilberg, HQT Homes, noted that they have met with a group of neighbors and since then they have revised the Schaner Ranch Project plan. He noted they anticipate meeting with the rest of the neighbors. He noted that a community meeting would be schedule to address all of the issues brought up by the neighbors near Schaner Ranch.

Gary Bird, resident, noted that he met with HQT Homes representatives. He expressed his concerns regarding the Schaner Ranch Project and the development of a convenience store.

Bob Street, resident, requested that the Schaner Ranch Project be zoned R-1 and that the homes should include proper setbacks.

Mike Moh, resident, expressed his concerns regarding changing the Schaner Ranch Property from an R1 to R2 zone. He noted that in 2007, HQT Homes proposed a 55 homes development and in 2013 it increased to 112 homes. He requested that the project be zoned R-1.

Debra Ashby, South Coast Air Quality Management District, announced that the Annual Clean Air Award nominations are now open. She announced that registration for the 2013 Electric Lawn Mower Exchange Program opens on April 17, 2013.

Meredith Castillo, resident, provided flyers to Council regarding a child abuse prevention program sponsored by In-N-Out Burgers. He thanked Councilmember Wanke for his assistance during the recent refuse collection strike. He thanked Director of Public Works and the Chief of Police for all their work. He inquired about checkpoint notification requirements.

Kevin Kirwin, resident, expressed his concerns regarding the traffic and density issues the Schaner Project would create. He asked Council to support the community.

Jeremy Keith, resident, noted that the community conducted a survey on the Schaner Ranch Project and as a group discussed their concerns. He expressed his concerns regarding the density of the project and his home value possibly dropping. He noted that the survey conducted by HQT Homes was not conducted properly and that the wrong information was provided. He submitted petitions signed by residents.

Craig Green, resident, expressed his concerns regarding developers and their practices.

Harold Prukop, resident, noted that the Schaner Ranch Project would create traffic issues. He noted that this type of development is not worth consideration. He asked that they keep the area zoned R-1.

CITY COUNCIL/BOARD MEMBERS COMMENTS AND REPORTS:

Councilmember Underhill raised community safety awareness.

Councilmember Wanke reported that Councilmember Underhill, Mayor Nelson, and he attended a North Orange Legislative Alliance event.

Councilmember Yamaguchi reported he participated as the keynote speaker at the Santa Ana College Leadership Institute Program. He congratulated Rose Drive Friends Church for their 15 years in the community of Yorba Linda.

Mayor Pro Tem Aguirre expressed his condolences to the families of the Boston Marathon victims and expressed his solidarity.

Mayor Nelson inquired why the OC Register Newspaper announces checkpoints.

Deputy Chief of Police Smith responded that the State of California requires that public notices be made of checkpoints.

Mayor Nelson thanked the community and HQT Homes for their input. He encouraged both parties to continue communicating.

City Administrator Butzlaff announced an upcoming City Council Study Session on April 30, 2013 regarding Regional Police Services. He noted that Staff has met with four North Orange County cities to discuss the subject. He noted that Staff would be seeking Council's direction.

Mayor Nelson reported that he would be attending a State League meeting in Sacramento next week. He thanked everyone who attended the Council meeting.

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

A motion was made by Councilmember Yamaguchi, seconded by Councilmember Wanke, to approve Consent Calendar Item Nos. 1.a. through 1.h. Mayor Nelson pulled item 1.h. for separate discussion.

COUNCIL/SUCCESSOR AGENCY/ICDA CONSENT CALENDAR:

- a. **Consideration to Waive Reading in Full of all Ordinances and Resolutions**
Financial Impact: None
Recommended Action: Approve
(5 – 0, as recommended)
- b. **Minutes**
City Council/Successor/ICDA Regular Meeting – April 2, 2013
Recommended Action: Approve
(5 – 0, as recommended)
- c. **City Fiscal Year 2012-13 Warrant Register for April 3, 2013 through April 16, 2013**
Financial Impact: \$1,801,575.15
Recommended Action: Approve
(5 – 0, as recommended)

COUNCIL CONSENT CALENDAR:

- d. **Approval of Plans and Specifications and Award of Construction to PTM General Engineering Services for the Rose Drive and Yorba Linda Intersection Improvement Project**
Financial Impact: Expense: \$134,391.60 for construction
Offsetting revenue: \$134,391.60 SLPP & Measure M Funds
Budgeted: \$300,000.00 (Account No.: 333552-6185 J/L 61016)

Recommended Action: It is recommended that the City Council:

- 1) Approve plans and specifications prepared by King Civil Engineering Corporation dated September 20, 2012, for the Rose Drive and Yorba Linda Boulevard Intersection Improvement Project
- 2) Award construction contract to the lowest responsive and responsible bidder, PTM General Engineering Services, Inc., for an amount not to exceed \$111,993
- 3) Reject all other bids
- 4) Authorize the City Administrator, or his designee, to approve construction change orders pursuant to the requirements set forth in the construction contract and in an aggregate amount not to exceed 20% of the project construction
- 5) Authorize the City Administrator to execute contract documents on behalf of the City, in a form approved by the City Attorney

(5 – 0, as recommended)

- e. **Adoption of Resolution No. R-2013-15, Authorizing an Application for Funds for the Environmental Cleanup, Tier 1 Grant Program Under the Orange County Local Transportation Ordinance No. 3 for the City of Placentia Catch Basin Screen Installation Project**

Financial Impact: Expense: \$13,750

Offsetting revenue: \$41,250

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. R-2013-15, A Resolution of the City Council of the City of Placentia, California, Authorizing an Application for Funds for the Environmental Cleanup, Tier 1 Grant Program under the Orange County Local Transportation Ordinance No. 3 for the City of Placentia Catch Basin Screen Installation Project
- 2) Authorize the City Administrator or his designee to execute all necessary documents for securing grant funds

(5 – 0, as recommended)

- f. **Approval of Resolution Authorizing Temporary Suspension of Regulatory Ordinances Pertaining to the Operation of the Placentia Rotary Club Cowabunga Crab Fest Fundraiser at Kraemer Memorial Park on Saturday, June 1, 2013**

Financial Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. R-2013-16, A Resolution of the City Council of the City of Placentia, California, Authorizing the temporary suspension of Regulatory Sections 23.76.050 and 10.28.010 of the Placentia Municipal Code for the operation of the Cowabunga Crab Fest fundraiser event on Saturday, June 1, 2013 at Kraemer Memorial Park 201 N. Bradford Avenue

(5 – 0, as recommended)

- g. **Opposition Letter Regarding Senate Bill 7 (Steinberg/Cannella): Public Works and Charter Cities**

Financial Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Authorize the Mayor to sign a letter of opposition for Senate Bill 7 (Steinberg/Cannella) regarding charter cities and prevailing wage for public works projects and direct the City Administrator to disseminate the

letter of opposition to members of the State Legislature, Governor, and League of Cities

(5 – 0, as recommended)

h. **Acceptance of Resignation from the Planning Commission**

Financial Impact: None

Recommended Action: It is recommended that the City Council:

1) Accept the resignation of John Scull from the Planning Commission

(5 – 0, as recommended)

Mayor Nelson thanked former Planning Commissioner John Scull for his years of service to the community.

A motion was made by Councilmember Wanke, seconded by Councilmember Yamaguchi, and carried (5 – 0) to accept the resignation of John Scull from the Planning Commission.

SUCCESSOR AGENCY CONSENT CALENDAR: None

ICDA CONSENT CALENDAR: None

2. PUBLIC HEARINGS:

COUNCIL/SUCCESSOR AGENCY/ICDA: None

COUNCIL:

a. **First Reading and Introduction of an Ordinance Amending Title 23 (Zoning Ordinance) of the Placentia Municipal Code Pertaining to Emergency Shelters, Supportive and Transitional Housing Facilities, Single Room Occupancies and Provisions for Reasonable Accommodations for Persons with Disabilities, Including Standards and Procedures Therefore**

Financial Impact: None

Recommended Action: It is recommended that the City Council:

1) Open the hearing, receive public testimony, and close public hearing

2) Waive full reading, reading by title only, and introduce for first reading, Ordinance O-2013-03, An Ordinance of the City Council of the City of Placentia, California, Amending Title 23 (Zoning Ordinance) of the Placentia Municipal Code pertaining to emergency shelters, supportive and transitional housing facilities, single room occupancies and provisions for reasonable accommodations for persons with disabilities, including standards and procedures therefore

(5 – 0, as recommended)

Assistant City Administrator Domer noted that as part of the General Plan Update the Housing Element must be updated. He noted that the updates meet State requirements. He recommended that Council waive full reading and introduce for first reading Ordinance O-2013-03.

City Attorney Arczynski explained the differences between supporting housing and transitional housing.

John Douglas, Consultant, provided an overview of transitional housing and supporting housing. He noted that this targets people with disabilities or those who would be homeless without this type of housing.

Discussion ensued between Council, Staff, and Consultant. They discussed the issue of single room requirements, building requirements, and complying with State laws.

Mayor Nelson opened the public hearing at 8:08 p.m.

Mayor Nelson closed the public hearing at 8:09 p.m.

A motion was made by Councilmember Wanke, seconded by Councilmember Yamaguchi, and carried (5 – 0) to open the hearing, receive public testimony, and close public hearing; and waive full reading, reading by title only, and introduce for first reading, Ordinance O-2013-03, An Ordinance of the City Council of the City of Placentia, California, Amending Title 23 (Zoning Ordinance) of the Placentia Municipal Code pertaining to emergency shelters, supportive and transitional housing facilities, single room occupancies and provisions for reasonable accommodations for persons with disabilities, including standards and procedures therefore.

SUCCESSOR AGENCY: None

ICDA: None

3. OLD BUSINESS:

COUNCIL/SUCCESSOR AGENCY/ICDA OLD BUSINESS: None

COUNCIL OLD BUSINESS:

- a. **First Reading and Introduction of an Ordinance Amending Sections 20.30.030 and 20.30.040 of Chapter 20.30 of Title 20 of the Placentia Municipal Code Pertaining to Maintenance and Rehabilitation of Long-Term Boarded and Vacant Buildings**

Financial Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Waive Full Reading, Reading by Title Only, and Introduce for First Reading, Ordinance O-2013-02, An Ordinance of the City Council of the City of Placentia, California, Amending Sections 20.30.030 and 20.30.040 of Chapter 20.30 of Title 20 of the Placentia Municipal Code Pertaining to Maintenance and Rehabilitation of Long-Term Boarded and Vacant Buildings

(4 – 1, Councilmember Yamaguchi voted no)

City Administrator Butzlaff provided a brief report on item 3.a. He noted that Staff made modifications to the ordinance as directed by Council limiting the ordinance to commercial and industrial buildings.

Discussion ensued between Council and Staff.

A motion was made by Councilmember Aguirre, seconded by Councilmember Underhill, and carried (4 – 1, Councilmember Yamaguchi voted no) to waive full reading, reading by title only, and introduce for first reading, Ordinance O-2013-02, An Ordinance of the City Council of the City of Placentia, California, Amending Sections 20.30.030 and 20.30.040 of Chapter

20.30 of Title 20 of the Placentia Municipal Code Pertaining to Maintenance and Rehabilitation of Long-Term Boarded and Vacant Buildings.

SUCCESSOR AGENCY OLD BUSINESS: None

ICDA OLD BUSINESS: None

4. NEW BUSINESS:

COUNCIL/SUCCESSOR AGENCY/ICDA NEW BUSINESS: None

COUNCIL NEW BUSINESS: None

SUCCESSOR AGENCY NEW BUSINESS: None

ICDA NEW BUSINESS: None

CITY COUNCIL/BOARD MEMBERS REQUESTS:

Councilmember Underhill noted that the City received Maria Gibbs resignation letter from the Cultural Arts Commission. She noted that this is the sixth member who has resigned from the Cultural Arts Commission within the last year. She requested that Council give direction to the Staff to talk to the individuals who have resigned and obtain a reason why they resigned, and to bring it back as an agenda item in May. She noted that at this point there are not enough members to meet a quorum and Council must address this issue.

Mayor Nelson expressed support and solidarity to those in Boston.

ADJOURNMENT: The City Council/Successor Agency/ICDA Agency Board of Directors adjourned to a Study Session on April 30, 2013 at 5:00 p.m. in memory of Sandra Bette Pyle.

SCOTT W. NELSON
MAYOR/AGENCY CHAIR

ATTEST:

PATRICK J. MELIA, CITY CLERK/AGENCY
SECRETARY

City of Placentia
Warrant Register

For 05/07/2013

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
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Grand Total: 1,591,696.48

Warrant Totals by ID	
AP	1,525,172.18
EP	66,524.30
IP	0.00
OP	0.00

Fund Name	Warrant Totals by Fund
101-General Fund	158,027.49
206-Gas Tax Bond Fund	750.00
207-Housing Authority	750.00
208-Successor Agency Ret Oblg Fnd	3,972.00
215-Air Quality Management	897.37
225-Asset Seizure	23,879.39
260-Street Lighting District	31,673.67
265-Landscape Maintenance	693.69
270-Housing and Community Develop.	450.00
275-Sewer Maintenance	19,736.97
280-Misc Grants Fund	3,459.00
401-City Capital Projects	981,783.97
501-Refuse Administration	950.90
601-Employee Health & Welfare	226,913.78
605-Risk Management	7,113.48
615-Information Technology	13,898.31
620-Citywide Services	98,815.23
701-Special Deposits	17,931.23

Warrant Total: 1,591,696.48

Void Total: 0.00
Warrant Total: 1,591,696.48

LEGEND	
EP	Electronic Payment
MW IP	Machine Written (Immediate Pay)
MW OH	Machine Written (Open Hold)
RV	Reversed Warrant

1.c.
May 7, 2013

City of Placentia
Warrant Register
For 04/29/2013

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
EP	ACOSTA, JOAQUIN E000017	MAY MEDICAL REIMBURSEMENT	395083--5161 Health Insurance Premiums	R042413	210.74	MAY 13		00004451	05/01/2013
		Vendor Total:			210.74				
EP	ALDWIR, MAMOUN E000113	MAY MEDICAL REIMBURSEMENT	395083--5161 Health Insurance Premiums	R042413	1,315.08	MAY 13		00004452	05/01/2013
		Vendor Total:			1,315.08				
EP	ANDERSON, MARLA E000071	MAY MEDICAL REIMBURSEMENT	395083--5161 Health Insurance Premiums	R042413	811.00	MAY 13		00004453	05/01/2013
		Vendor Total:			811.00				
EP	ARMSTRONG, JOHN T E000046	MAY MEDICAL REIMBURSEMENT	395083--5161 Health Insurance Premiums	R042413	1,198.00	MAY 13		00004454	05/01/2013
		Vendor Total:			1,198.00				
EP	BABCOCK, CHARLES A E000015	MAY MEDICAL REIMBURSEMENT	395083--5161 Health Insurance Premiums	R042413	283.00	MAY 13		00004455	05/01/2013
		Vendor Total:			283.00				
EP	BEALS, SHARLENE E000076	MAY MEDICAL REIMBURSEMENT	395083--5161 Health Insurance Premiums	R042413	210.74	MAY 13		00004456	05/01/2013
		Vendor Total:			210.74				
EP	BONESCHANS, DENNIS E000020	MAY MEDICAL REIMBURSEMENT	395083--5161 Health Insurance Premiums	R042413	210.74	MAY 13		00004457	05/01/2013
		Vendor Total:			210.74				
EP	BUNNELL, DONALD E000062	MAY MEDICAL REIMBURSEMENT	395083--5161 Health Insurance Premiums	R042413	536.48	MAY 13		00004458	05/01/2013
		Vendor Total:			536.48				
EP	BURGNER, ARTHUR E000074	MAY MEDICAL REIMBURSEMENT	395083--5161 Health Insurance Premiums	R042413	536.48	MAY 13		00004459	05/01/2013
		Vendor Total:			536.48				
EP	CHANDLER, JOHN P E000109	MAY MEDICAL REIMBURSEMENT	395083--5161 Health Insurance Premiums	R042413	919.00	MAY 13		00004460	05/01/2013
		Vendor Total:			919.00				

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
EP	CHANG, ROBERT E000107	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R042413	919.00 1,330.00	MAY 13		00004461	05/01/2013
EP	COBBETT, GEOFFREY E000007	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R042413	1,330.00 798.20	MAY 13		00004462	05/01/2013
EP	COOK, ARLENE M E000018	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R042413	798.20 536.48	MAY 13		00004463	05/01/2013
EP	D'AMATO, ROBERT E000056	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R042413	536.48 536.48	MAY 13		00004464	05/01/2013
EP	DAVID, PRESTON E000112	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R042413	536.48 985.06	MAY 13		00004465	05/01/2013
EP	DAVIS, CAROLYN E000005	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R042413	985.06 536.48	MAY 13		00004466	05/01/2013
EP	DELOS SANTOS, JAMIE E000045	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R042413	536.48 997.00	MAY 13		00004467	05/01/2013
EP	DICKSON, ROBERTA JO E000011	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R042413	997.00 210.74	MAY 13		00004468	05/01/2013
EP	DOWNEY, CAROL E000082	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R042413	210.74 536.48	MAY 13		00004469	05/01/2013
EP	DURNIL, RODNEY	MAY MEDICAL REIMBURSEMENT	395083-5161	Vendor Total: R042413	536.48 985.06	MAY 13		00004470	05/01/2013

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	E000036		Health Insurance Premiums						
EP	ECKENRODE, NORMAN E000029	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R042413	985.06 536.48	MAY 13		00004471	05/01/2013
EP	ELSTRO, ANN M E000027	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R042413	536.48 536.48	MAY 13		00004472	05/01/2013
EP	ESCOBOSA, LILLIAN E000055	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R042413	536.48 536.48	MAY 13		00004473	05/01/2013
EP	ESPINOZA, ROSALINDA E000016	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R042413	536.48 441.00	MAY 13		00004474	05/01/2013
EP	FIGUEROA, DANIEL E000057	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R042413	441.00 146.32	MAY 13		00004475	05/01/2013
EP	FISCHER, HAROLD A E000023	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R042413	146.32 625.00	MAY 13		00004476	05/01/2013
EP	FRICKE, JUERGEN E000075	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R042413	625.00 677.00	MAY 13		00004477	05/01/2013
EP	FULLER, GLENN H E000081	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R042413	677.00 663.00	MAY 13		00004478	05/01/2013
EP	GALLANT, KAREN E000008	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R042413	663.00 536.48	MAY 13		00004479	05/01/2013
				Vendor Total:	536.48				

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
EP	GARNER, JO ANN E000047	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R042413	536.48	MAY 13		00004480	05/01/2013
				Vendor Total:	536.48				
EP	GARNER, KITTY E000080	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R042413	997.00	MAY 13		00004481	05/01/2013
				Vendor Total:	997.00				
EP	GOMEZ, DANIEL E000049	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R042413	536.48	MAY 13		00004482	05/01/2013
				Vendor Total:	536.48				
EP	GRIMM, DENNIS L E000042	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R042413	419.00	MAY 13		00004483	05/01/2013
				Vendor Total:	419.00				
EP	HOCH, ELEANOR M E000078	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R042413	210.74	MAY 13		00004484	05/01/2013
				Vendor Total:	210.74				
EP	ICMA RETIREMENT TRUST V000496	P/E 04/13/13 PD DATE 04/19/13	0029-2170 Deferred Comp Payable - ICMA	PY13008	58.00	2995/1301008		00004450	04/18/2013
EP	ICMA RETIREMENT TRUST V000496	P/E 04/13/13 PD DATE 04/19/13	0048-2170 Deferred Comp Payable - ICMA	PY13008	109.50	2995/1301008		00004450	04/18/2013
EP	ICMA RETIREMENT TRUST V000496	P/E 04/13/13 PD DATE 04/19/13	0037-2170 Deferred Comp Payable - ICMA	PY13008	50.00	2995/1301008		00004450	04/18/2013
EP	ICMA RETIREMENT TRUST V000496	P/E 04/13/13 PD DATE 04/19/13	0043-2170 Deferred Comp Payable - ICMA	PY13008	50.00	2995/1301008		00004450	04/18/2013
EP	ICMA RETIREMENT TRUST V000496	P/E 04/13/13 PD DATE 04/19/13	0010-2170 Deferred Comp Payable - ICMA	PY13008	8,473.29	2995/1301008		00004450	04/18/2013
				Vendor Total:	8,740.79				
EP	IRVINE, SUZETTE E000019	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R042413	811.00	MAY 13		00004485	05/01/2013
				Vendor Total:	811.00				
EP	JENKINS, ROBERT	MAY MEDICAL REIMBURSEMENT	395083-5161	R042413	536.48	MAY 13		00004486	05/01/2013

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	E000084		Health Insurance Premiums						
EP	JOHNSON, SHARON E000099	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R042413	536.48 536.48	MAY 13		00004487	05/01/2013
EP	JONES, ROBERT E000053	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R042413	536.48 146.32	MAY 13		00004488	05/01/2013
EP	JUDD, TERRELL E000115	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R042413	146.32 1,315.08	MAY 13		00004489	05/01/2013
EP	KIRKLAND, RICHARD L E000110	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R042413	1,315.08 435.03	MAY 13		00004490	05/01/2013
EP	LITTLE, DIANE M E000098	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R042413	435.03 419.00	MAY 13		00004491	05/01/2013
EP	LOWREY, B J E000041	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R042413	419.00 276.00	MAY 13		00004492	05/01/2013
EP	MAERTZWEILER, MICHAEL E000032	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R042413	276.00 536.48	MAY 13		00004493	05/01/2013
EP	MANNING, VEDA M E000063	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R042413	536.48 210.74	MAY 13		00004494	05/01/2013
EP	MARMOLEJO, PACO E000068	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R042413	210.74 1,330.00	MAY 13		00004495	05/01/2013
				Vendor Total:	1,330.00				

City of Placentia
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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
EP	MILANO, JAMES E000054	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R042413	536.48	MAY 13		00004496	05/01/2013
		Vendor Total:			536.48				
EP	MILLER, RICHARD E000106	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R042413	919.00	MAY 13		00004497	05/01/2013
		Vendor Total:			919.00				
EP	MONTOOTH, MARLENE E000021	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R042413	210.74	MAY 13		00004498	05/01/2013
		Vendor Total:			210.74				
EP	MOORE, LARRY W E000044	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R042413	1,330.00	MAY 13		00004499	05/01/2013
		Vendor Total:			1,330.00				
EP	NAJERA, ROBERT JR E000065	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R042413	985.06	MAY 13		00004500	05/01/2013
		Vendor Total:			985.06				
EP	NISSEN, JANICE E000073	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R042413	210.74	MAY 13		00004501	05/01/2013
		Vendor Total:			210.74				
EP	OLEA, ARLENE J E000014	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R042413	1,315.08	MAY 13		00004502	05/01/2013
		Vendor Total:			1,315.08				
EP	ORTEGA, MANUEL E E000100	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R042413	926.00	MAY 13		00004503	05/01/2013
		Vendor Total:			926.00				
EP	PALMER, GEORGE E000094	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R042413	810.00	MAY 13		00004504	05/01/2013
		Vendor Total:			810.00				
EP	PASCUA, RAYNALD E000114	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R042413	1,330.00	MAY 13		00004505	05/01/2013
		Vendor Total:			1,330.00				

City of Placentia
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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
EP	PASPALL, MIHAJLO E000085	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R042413	1,330.00 407.64	MAY 13		00004506	05/01/2013
EP	PEREZ, ROBERT E000111	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R042413	407.64 146.32	MAY 13		00004507	05/01/2013
EP	PICHON, WALTER E000103	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R042413	146.32 255.43	MAY 13		00004508	05/01/2013
EP	PONCE, EDMUND M E000040	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R042413	255.43 210.74	MAY 13		00004509	05/01/2013
EP	REDIFER, KIM R E000022	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R042413	210.74 810.00	MAY 13		00004510	05/01/2013
EP	RENDEN, BRIAN E000083	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R042413	810.00 1,153.00	MAY 13		00004511	05/01/2013
EP	REYES, ROGER T E000024	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R042413	1,153.00 811.00	MAY 13		00004512	05/01/2013
EP	RICE, RUSSELL J E000059	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R042413	811.00 973.00	MAY 13		00004513	05/01/2013
EP	RISHER, THOMAS A E000013	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R042413	973.00 811.00	MAY 13		00004514	05/01/2013
EP	RITCHIE, SYLVIA	MAY MEDICAL REIMBURSEMENT	395083-5161	Vendor Total: R042413	811.00 536.48	MAY 13		00004515	05/01/2013

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	E000072		Health Insurance Premiums						
EP	RIVERA, AIDA E000026	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R042413	536.48 210.74	MAY 13		00004516	05/01/2013
EP	ROACH, MICHAEL E000105	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R042413	210.74 919.00	MAY 13		00004517	05/01/2013
EP	ROBB, SANDRA E000043	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R042413	919.00 536.48	MAY 13		00004518	05/01/2013
EP	ROBERTSON, JAMES S E000093	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R042413	536.48 210.74	MAY 13		00004519	05/01/2013
EP	RODARTE, JOE R E000034	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R042413	210.74 663.00	MAY 13		00004520	05/01/2013
EP	ROKOSZ, KEN A E000035	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R042413	663.00 435.03	MAY 13		00004521	05/01/2013
EP	ROSE, RICHARD D E000050	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R042413	435.03 989.01	MAY 13		00004522	05/01/2013
EP	SALE, LEE R E000031	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R042413	989.01 536.48	MAY 13		00004523	05/01/2013
EP	SANCHEZ, LAURA E000058	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R042413	536.48 210.74	MAY 13		00004524	05/01/2013
				Vendor Total:	210.74				

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For 04/29/2013

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
EP	SANGOLUISA, ZORA G E000048	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R042413	210.74	MAY 13		00004525	05/01/2013
		Vendor Total:			210.74				
EP	SCHULTZ, DANIEL E000070	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R042413	146.32	MAY 13		00004526	05/01/2013
		Vendor Total:			146.32				
EP	SOMOYA, JOHN P E000089	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R042413	810.00	MAY 13		00004527	05/01/2013
		Vendor Total:			810.00				
EP	SOTO, PHILIP J E000052	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R042413	536.48	MAY 13		00004528	05/01/2013
		Vendor Total:			536.48				
EP	SPRAGUE, GARY A E000064	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R042413	1,198.00	MAY 13		00004529	05/01/2013
		Vendor Total:			1,198.00				
EP	TAYLOR, DAVID M E000088	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R042413	919.00	MAY 13		00004530	05/01/2013
		Vendor Total:			919.00				
EP	THOMANN, DARYLL L E000101	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R042413	536.48	MAY 13		00004531	05/01/2013
		Vendor Total:			536.48				
EP	TOTH, STEVE E000067	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R042413	810.00	MAY 13		00004532	05/01/2013
		Vendor Total:			810.00				
EP	TRIFOS, WILLIAM E000104	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R042413	1,153.00	MAY 13		00004533	05/01/2013
		Vendor Total:			1,153.00				
EP	VAN HOUTEN, BROOKS E000028	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R042413	210.74	MAY 13		00004534	05/01/2013
		Vendor Total:			210.74				

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EP	VERSTYNEN, WILLIAM E000092	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R042413	210.74 415.75	MAY 13		00004535	05/01/2013
EP	WAHL, KATHLEEN A E000030	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R042413	415.75 210.74	MAY 13		00004536	05/01/2013
EP	WIEST, STEPHEN E000079	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R042413	210.74 536.48	MAY 13		00004537	05/01/2013
EP	WORDEN, LARRY M E000116	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R042413	536.48 1,153.00	MAY 13		00004538	05/01/2013
EP	ZAMORA, JERRY E000037	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R042413	1,153.00 919.00	MAY 13		00004539	05/01/2013
EP	ZINN, JOHN E000009	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R042413	919.00 985.06	MAY 13		00004540	05/01/2013
MW OH	ADAMSON POLICE PRODUC V007539	PD VESTS-ROWE,FELLDSTEIN	103041-6360 / 50081-6360 Uniforms	Vendor Total: TK0427A	985.06 66,524.30	INV100986	P08294	00080112	04/25/2013
MW OH	ADAMSON POLICE PRODUC V007539	SCA EXTERNAL VEST-URBAN	103043-6360 / 50090-6360 Uniforms	Vendor Total: TK0427A	313.20	INV100986	P08294	00080112	04/25/2013
MW OH	ADAMSON POLICE PRODUC V007539	SCA EXTERNAL VEST-WOLFLEY	103043-6360 / 50081-6360 Uniforms	Vendor Total: TK0427A	313.20	INV100986	P08294	00080112	04/25/2013
MW OH	ADMINSURE V004980	MARCH WORKERS COMP ADMIN	404580-6025 Third Party Administration	Vendor Total: TK0427A	2,084.40 3,132.48	6364	P07205	00080113	04/25/2013

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				Vendor Total:	3,132.48				
MW IP	ALL CITY MANAGEMENT SI V000005	MARCH CROSSING GUARD SVS	103041-6099 Other Professional Services	IJW0418A	7,873.60	30807	P07330	00080085	04/18/2013
MW OH	ALL CITY MANAGEMENT SI V000005	3/24-4/6 CROSSING GUARD SVS	103041-6099 Other Professional Services	JW42513A	3,936.80	31015	P07330	00080147	05/07/2013
				Vendor Total:	11,810.40				
MW OH	ALMOND, ALBERT V004382	APRIL PROPERTY INSPECTIONS	302535-6099 Other Professional Services	JW42513A	150.00	4527	P08474	00080148	05/07/2013
MW OH	ALMOND, ALBERT V004382	APRIL PROPERTY INSPECTIONS	302535-6099 Other Professional Services	JW42513A	150.00	4528	P08474	00080148	05/07/2013
MW OH	ALMOND, ALBERT V004382	APRIL PROPERTY INSPECTIONS	302535-6099 Other Professional Services	JW42513A	150.00	4529	P08474	00080148	05/07/2013
				Vendor Total:	450.00				
MW OH	ALVARADO, DIANA V007878	DEPOSIT REFUND-BACKS	100000-4385 / 79161-4385 Facility Rental	JW42513A	150.00	86381		00080149	05/07/2013
				Vendor Total:	150.00				
MW IP	ANDERSON, MARILYN V008908	BASIC CRIME PREVENTION-REG	103042-6245 Meetings & Conferences	IJW0418A	106.00	31216	P08480	00080086	04/18/2013
MW IP	ANDERSON, MARILYN V008908	BASIC CRIME PREVENTION-MEAL	213041-6245 Meetings & Conferences	IJW0418A	200.00	31216	P08480	00080086	04/18/2013
MW IP	ANDERSON, MARILYN V008908	BASIC CRIME PREVENTION-CAR	103043-6250 Staff Training	IJW0418A	236.92	31216	P08480	00080086	04/18/2013
MW IP	ANDERSON, MARILYN V008908	BASIC CRIME PREVENTION-HOTE	103043-6250 Staff Training	IJW0418A	481.90	31216	P08480	00080086	04/18/2013
				Vendor Total:	1,024.82				
MW OH	ARAMARK UNIFORM SERV V004232	PW UNIFORMS	103655-6360 Uniforms	TK0427A	368.95	502-7672466	P08451	00080114	04/25/2013
MW OH	ARAMARK UNIFORM SERV V004232	PW UNIFORMS	103655-6360 Uniforms	TK0427A	97.64	502-7672467	P08451	00080114	04/25/2013
MW OH	ARAMARK UNIFORM SERV	PW UNIFORMS	103655-6360	TK0427A	354.69	502-7689535	P08451	00080114	04/25/2013

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	V004232		Uniforms						
MW OH	ARAMARK UNIFORM SERV V004232	PW UNIFORMS	103655-6360 Uniforms	TK0427A	146.15	502-7689536	P08451	00080114	04/25/2013
MW OH	ARAMARK UNIFORM SERV V004232	PW UNIFORMS	103655-6360 Uniforms	TK0427A	187.68	502-7706421	P08451	00080114	04/25/2013
MW OH	ARAMARK UNIFORM SERV V004232	PW UNIFORMS	103655-6360 Uniforms	TK0427A	97.64	502-7706422	P08451	00080114	04/25/2013
MW OH	ARAMARK UNIFORM SERV V004232	PW UNIFORMS	103655-6360 Uniforms	TK0427A	187.68	502-7723376	P08451	00080114	04/25/2013
MW OH	ARAMARK UNIFORM SERV V004232	PW UNIFORMS	103655-6360 Uniforms	TK0427A	146.15	502-7723377	P08451	00080114	04/25/2013
MW OH	ARAMARK UNIFORM SERV V004232	PW UNIFORMS	103655-6360 Uniforms	TK0427A	187.68	502-7740260	P08451	00080114	04/25/2013
MW OH	ARAMARK UNIFORM SERV V004232	PW UNIFORMS	103655-6360 Uniforms	TK0427A	97.64	502-7740261	P08451	00080114	04/25/2013
MW OH	ARAMARK UNIFORM SERV V004232	PW UNIFORMS	103655-6360 Uniforms	TK0427A	187.68	502-7757152	P08451	00080114	04/25/2013
MW OH	ARAMARK UNIFORM SERV V004232	PW UNIFORMS	103655-6360 Uniforms	TK0427A	146.15	502-7757153	P08451	00080114	04/25/2013
MW OH	ARAMARK UNIFORM SERV V004232	PW UNIFORMS	103655-6360 Uniforms	TK0427A	243.36	502-7774069	P08451	00080114	04/25/2013
MW OH	ARAMARK UNIFORM SERV V004232	PW UNIFORMS	103655-6360 Uniforms	TK0427A	97.64	502-7774070	P08451	00080114	04/25/2013
MW OH	ARAMARK UNIFORM SERV V004232	PW UNIFORMS	103655-6360 Uniforms	TK0427A	492.10	502-7790957	P08451	00080114	04/25/2013
MW OH	ARAMARK UNIFORM SERV V004232	PW UNIFORMS	103655-6360 Uniforms	TK0427A	146.15	502-7790958	P08451	00080114	04/25/2013
MW OH	ARAMARK UNIFORM SERV V004232	PW UNIFORMS	103655-6360 Uniforms	TK0427A	266.12	502-7807802	P08451	00080114	04/25/2013
MW OH	ARAMARK UNIFORM SERV V004232	PW UNIFORMS	103655-6360 Uniforms	TK0427A	97.64	502-7807803	P08451	00080114	04/25/2013

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MW IP	ARCZYNSKI, ANDREW V V005588	MARCH LEGAL SERVICE	101005-6005 Legal Services	Vendor Total: IJW0418A	3,548.74 28,431.62	040313	P08462	00080087	04/18/2013
MW IP	AT & T MOBILITY V008709	APRIL-MAY IPAD CHARGES	431010-6215 Telephone	Vendor Total: IJW0418A	28,431.62 230.03	X04152013		00080088	04/18/2013
MW IP	AT&T V004144	MARCH PHONE CHARGES	296561-6215 Telephone	Vendor Total: ITK0411A	230.03 30.01	040113		00080056	04/11/2013
MW IP	AT&T V004144	MARCH PHONE CHARGES	431010-6215 Telephone	ITK0411A	219.56	040113		00080056	04/11/2013
MW IP	AT&T V004144	MARCH PHONE CHARGES	0010-1220 Accts Rec/Plac Library Dist	ITK0411A	7.82	040113		00080056	04/11/2013
MW IP	AT&T V004144	MARCH-APRIL PHONE CHARGES	431010-6215 Telephone	IJW0418A	663.91	040613		00080089	04/18/2013
MW IP	AT&T V004144	MARCH-APRIL PHONE CHARGES	296561-6215 Telephone	IJW0418A	79.18	040613		00080089	04/18/2013
MW OH	AT&T V004144	MAR-APR PHONE CHARGES	431010-6215 Telephone	TK0427A	542.58	041513		00080115	04/25/2013
MW OH	AT&T V004144	MAR-APR PHONE CHARGES	296561-6215 Telephone	TK0427A	47.17	041513		00080115	04/25/2013
MW OH	AT&T V004144	MAR-APR PHONE CHARGES	296561-6185 Construction Services	TK0427A	169.33	041513		00080115	04/25/2013
MW IP	BAKERNOWICKI DESIGN ST V008150	DESIGN ST FEB PARKING STRUCTURE SVS	333554-6015 / 61037-6015 Engineering Services	Vendor Total: IJW0418A	1,759.56 837.87	11006-00-14	P07670	00080090	04/18/2013
MW IP	BALI CONSTRUCTION V008755	RETENTION-YARD CLARIFIER	333556-6185 / 6102640024-6185 Construction Services	Vendor Total: ITK0411A	837.87 6,071.12	RETENTION	P08018	00080057	04/11/2013
				Vendor Total:	6,071.12				

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MW IP	BANK OF AMERICA V008741	P. BUSH PLAQUE	103041-6301 Special Department Supplies	ITK0422A	276.64	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	PD BREAKROOM CUPS	103041-6301 Special Department Supplies	ITK0422A	56.16	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	PHONE CABLE ORGANIZER	103040-6301 Special Department Supplies	ITK0422A	13.76	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	MCV SUPPLIES	103041-6301 Special Department Supplies	ITK0422A	43.18	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	MISC PD SUPPLIES	103040-6301 Special Department Supplies	ITK0422A	4.75	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	RIFLE CLASS HOTEL-ALEXANDER	103041-6301 Special Department Supplies	ITK0422A	123.33	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	CHIA HOTEL-REGER,RADOMSKI	213041-6245 Meetings & Conferences	ITK0422A	399.84	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	GARBAGE DISPOSAL	433654-6130 Repair & Maint/Facilities	ITK0422A	18.65	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	CREDIT	433654-6130 Repair & Maint/Facilities	ITK0422A	-53.94	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	GARBAGE DISPOSAL,LJQUID NAIL	433654-6130 Repair & Maint/Facilities	ITK0422A	168.88	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	DRYWALL	433654-6130 Repair & Maint/Facilities	ITK0422A	7.06	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	WALL SENSOR	433654-6130 Repair & Maint/Facilities	ITK0422A	48.60	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	BUILDING MAINT SUPPLIES	433654-6130 Repair & Maint/Facilities	ITK0422A	10.97	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	PAINT,PLUMBING PARTS	433654-6130 Repair & Maint/Facilities	ITK0422A	115.15	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	STEEL CASTER	433654-6130 Repair & Maint/Facilities	ITK0422A	36.28	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	PAD LOCKS & KEYS	433654-6130	ITK0422A	179.97	FEBRUARY 13		00080111	04/23/2013

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	V008741		Repair & Maint/Facilities						
MW IP	BANK OF AMERICA V008741	BLANK KEYS	433654-6130 Repair & Maint/Facilities	ITK0422A	69.98	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	20 AMP BREAKER	433654-6130 Repair & Maint/Facilities	ITK0422A	178.20	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	EMERGENCY BALLASTS	433654-6130 Repair & Maint/Facilities	ITK0422A	450.12	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	EMPLOYEE REC GIFT CARDS	101512-6301 Special Department Supplies	ITK0422A	579.00	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	RACES SUPPLIES	101514-6301 Special Department Supplies	ITK0422A	10.48	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	TEEN TEAM SUPPLIES	374386-6301 Special Department Supplies	ITK0422A	5.99	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	ITK0422A	72.73	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	ITK0422A	29.95	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	ITK0422A	49.03	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	ITK0422A	42.04	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	ITK0422A	26.14	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	ITK0422A	29.95	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	ITK0422A	122.02	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	ITK0422A	64.80	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	EXCURSION TICKET-DESCANSO C	104071-6270 / 79506-6270 Excursions	ITK0422A	242.00	FEBRUARY 13		00080111	04/23/2013

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MW IP	BANK OF AMERICA V008741	STATE OF THE CITY BROCHURE	101001-6301 Special Department Supplies	ITK0422A	302.97	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	AIR FILTER	433658-6301 Special Department Supplies	ITK0422A	7.20	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	SHOP LIGHTS	433658-6301 Special Department Supplies	ITK0422A	182.78	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	PAINT PD CAR DOOR	433658-6290 Dept. Contract Services	ITK0422A	79.56	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	BREAKROOM MICROWAVE	433654-6130 Repair & Maint/Facilities	ITK0422A	268.92	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	REC STAFF TRAINING LUNCH	101512-6245 Meetings & Conferences	ITK0422A	126.94	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	IRRIGATION TOOLS	103655-6350 Small Tools/Equipment	ITK0422A	165.70	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	MOUND COVERS	103655-6130 Repair & Maint/Facilities	ITK0422A	280.68	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	IRRIGATION SUPPLIES	103655-6350 Small Tools/Equipment	ITK0422A	31.24	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	MOUND COVERS	103655-6130 Repair & Maint/Facilities	ITK0422A	408.66	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	PESTICIDE SEMINAR-NAJERA	103550-6245 Meetings & Conferences	ITK0422A	80.00	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	PAPA MEMBERSHIP-NAJERA	103550-6245 Meetings & Conferences	ITK0422A	45.00	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	2/5 COUNCIL DINNER	101001-6245 Meetings & Conferences	ITK0422A	99.43	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	2/19 COUNCIL DINNER	101001-6245 Meetings & Conferences	ITK0422A	60.91	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	CLEANING SUPPLIES	433654-6130 Repair & Maint/Facilities	ITK0422A	18.21	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	CSI SUPPLIES	103043-6301	ITK0422A	597.16	FEBRUARY 13		00080111	04/23/2013

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MW IP	V008741 BANK OF AMERICA	CSI ACCUTRANS SYSTEM	Special Department Supplies 103043-6301 / 50081-6301	ITK0422A	432.46	FEBRUARY 13		00080111	04/23/2013
MW IP	V008741 BANK OF AMERICA	JAIL SPIT HOODS	Special Department Supplies 103043-6301 / 50100-6301	ITK0422A	76.88	FEBRUARY 13		00080111	04/23/2013
MW IP	V008741 BANK OF AMERICA	PD LIFE HAMMERS	Special Department Supplies 103041-6301 / 50040-6301	ITK0422A	638.40	FEBRUARY 13		00080111	04/23/2013
MW IP	V008741 BANK OF AMERICA	CD-DVD TOWER DUPLICATOR	Special Department Supplies 103043-6301 / 50100-6301	ITK0422A	445.00	FEBRUARY 13		00080111	04/23/2013
MW IP	V008741 BANK OF AMERICA	PD DRY CLEANING-GARZA	Special Department Supplies 103041-6360 / 50040-6360	ITK0422A	16.21	FEBRUARY 13		00080111	04/23/2013
MW IP	V008741 BANK OF AMERICA	JAIL SUPPLIES & HAND SANITIZER	Uniforms 103043-6301 / 50100-6301	ITK0422A	16.45	FEBRUARY 13		00080111	04/23/2013
MW IP	V008741 BANK OF AMERICA	SLI HOTEL-KENEHAN	Special Department Supplies 103042-6250	ITK0422A	313.57	FEBRUARY 13		00080111	04/23/2013
MW IP	V008741 BANK OF AMERICA	PD GASOLINE	Staff Training 103042-6345	ITK0422A	62.66	FEBRUARY 13		00080111	04/23/2013
MW IP	V008741 BANK OF AMERICA	SAFE CRACKING	Gasoline & Diesel Fuel 103042-6020 / 50308-6020	ITK0422A	400.00	FEBRUARY 13		00080111	04/23/2013
MW IP	V008741 BANK OF AMERICA	PD VIDEO CAMERA	Other Professional Consulting 103042-6323 / 50308-6323	ITK0422A	284.13	FEBRUARY 13		00080111	04/23/2013
MW IP	V008741 BANK OF AMERICA	AIRPORT PARKING-DOMER	Photo Services & Supplies 101511-6245	ITK0422A	90.00	FEBRUARY 13		00080111	04/23/2013
MW IP	V008741 BANK OF AMERICA	BOOKS-DOMER	Meetings & Conferences 102531-6320	ITK0422A	279.68	FEBRUARY 13		00080111	04/23/2013
MW IP	V008741 BANK OF AMERICA	BREAK ROOM RENOVATION SUPP	Books & Periodicals 333554-6185	ITK0422A	151.01	FEBRUARY 13		00080111	04/23/2013
MW IP	V008741 BANK OF AMERICA	GRANT DEED COPY	Construction Services 102531-6257	ITK0422A	20.00	FEBRUARY 13		00080111	04/23/2013
MW IP	V008741 BANK OF AMERICA	ECONOMIC DEV BOOK-DOMER	Licenses & Permits 102534-6099	ITK0422A	40.50	FEBRUARY 13		00080111	04/23/2013

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MW IP	BANK OF AMERICA V008741	EMT KITS-PD	103041-6301 Special Department Supplies	ITK0422A	349.00	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	CAPE MEMBERSHIP-URBAN	103043-6255 Dues & Memberships	ITK0422A	45.00	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	PENAL CODE BOOKS	103040-6320 Books & Periodicals	ITK0422A	410.22	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	IACP MEMBERSHIP-HICKS	103040-6301 Special Department Supplies	ITK0422A	70.00	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	IACP MEMBERSHIP-HICKS	103040-6301 Special Department Supplies	ITK0422A	100.00	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	CNOA MEMBERSHIP-REGER	103042-6255 Dues & Memberships	ITK0422A	100.00	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	CNOA MEMBERSHIP	103042-6255 Dues & Memberships	ITK0422A	40.00	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	SLI HOTEL-PERRY	103041-6250 Staff Training	ITK0422A	288.78	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	CNOA MEMBERSHIP	103042-6255 Dues & Memberships	ITK0422A	60.00	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	LUNCHEON-HICKS	103040-6301 Special Department Supplies	ITK0422A	77.47	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	CAMERA-CODE ENFORCEMENT	102533-6845 Office Equipment	ITK0422A	345.57	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	CAMERA-CODE ENFORCEMENT	102533-6845 Office Equipment	ITK0422A	323.97	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	PERF REG-PASCERALLA	103041-6301 Special Department Supplies	ITK0422A	280.00	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	GPS UNIT-PD	103040-6301 Special Department Supplies	ITK0422A	194.39	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	DIGITAL MONITOR CABLES	422023-6135 Repair/Maint Off Furn & Eqp	ITK0422A	19.42	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	SWITCH, CYBERPOWER	422023-6135	ITK0422A	108.16	FEBRUARY 13		00080111	04/23/2013

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MW IP	V008741 BANK OF AMERICA V008741	SPORT SWITCH	Repair/Maint Off Furn & Eqp 422023-6135	ITK0422A	47.50	FEBRUARY 13		00080111	04/23/2013
MW IP	V008741 BANK OF AMERICA V008741	CREDIT	Repair/Maint Off Furn & Eqp 422023-6135	ITK0422A	-75.79	FEBRUARY 13		00080111	04/23/2013
MW IP	V008741 BANK OF AMERICA V008741	WHITTEN KITCHEN SUPPLIES	Repair/Maint Off Furn & Eqp 104071-6301	ITK0422A	38.06	FEBRUARY 13		00080111	04/23/2013
MW IP	V008741 BANK OF AMERICA V008741	REC MEETING LUNCH	Special Department Supplies 104071-6245	ITK0422A	67.18	FEBRUARY 13		00080111	04/23/2013
MW IP	V008741 BANK OF AMERICA V008741	REC & PARK COMM CPRS MEMBE	Meetings & Conferences 104071-6255	ITK0422A	190.00	FEBRUARY 13		00080111	04/23/2013
MW IP	V008741 BANK OF AMERICA V008741	CLIP ART FOR QUARTERLY	Dues & Memberships 104070-6230	ITK0422A	173.24	FEBRUARY 13		00080111	04/23/2013
MW IP	V008741 BANK OF AMERICA V008741	ADMIN SUPPLIES	Printing & Binding 101001-6301	ITK0422A	22.66	FEBRUARY 13		00080111	04/23/2013
MW IP	V008741 BANK OF AMERICA V008741	ADMIN SUPPLIES	Special Department Supplies 431010-6301	ITK0422A	21.83	FEBRUARY 13		00080111	04/23/2013
MW IP	V008741 BANK OF AMERICA V008741	AIRFARE-PARSAC MEETING	Special Department Supplies 101512-6250	ITK0422A	451.30	FEBRUARY 13		00080111	04/23/2013
MW IP	V008741 BANK OF AMERICA V008741	BREAKROOM POSTERS	Staff Training 333554-6185	ITK0422A	385.22	FEBRUARY 13		00080111	04/23/2013
MW IP	V008741 BANK OF AMERICA V008741	BREAK ROOM SUPPLIES	Construction Services 101511-6301	ITK0422A	31.68	FEBRUARY 13		00080111	04/23/2013
MW IP	V008741 BANK OF AMERICA V008741	LIGHT BULBS	Special Department Supplies 103655-6301	ITK0422A	10.77	FEBRUARY 13		00080111	04/23/2013
MW IP	V008741 BANK OF AMERICA V008741	BASKETBALL COURT LIGHTS	Special Department Supplies 103655-6301	ITK0422A	115.49	FEBRUARY 13		00080111	04/23/2013
MW IP	V008741 BANK OF AMERICA V008741	LIGHTS	Special Department Supplies 103655-6301	ITK0422A	146.11	FEBRUARY 13		00080111	04/23/2013
MW IP	V008741 BANK OF AMERICA V008741	PAINT	Special Department Supplies 103655-6301	ITK0422A	8.36	FEBRUARY 13		00080111	04/23/2013

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MW IP	BANK OF AMERICA V008741	RESTROOM REPAIR SUPPLIES	103655-6301 Special Department Supplies	ITK0422A	36.46	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	FACILITY MAINT SUPPLIES	433654-6130 Repair & Maint/Facilities	ITK0422A	60.78	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	LIGHTS-KOCH PARK	103655-6301 Special Department Supplies	ITK0422A	50.90	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	PIANO REPAIR	103655-6301 Special Department Supplies	ITK0422A	23.33	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	WINDOW	433654-6130 Repair & Maint/Facilities	ITK0422A	437.60	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	BASEBALL PEGS	103655-6301 Special Department Supplies	ITK0422A	75.16	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	TABLE REPAIR SUPPLIES	103655-6301 Special Department Supplies	ITK0422A	37.22	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	PAINT	103655-6301 Special Department Supplies	ITK0422A	48.25	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	CONCRETE SPRAY ADHESIVE	103655-6301 Special Department Supplies	ITK0422A	53.31	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	LIGHTS-GOMEZ	103655-6301 Special Department Supplies	ITK0422A	6.22	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	WINDOW-TUFFREE	433654-6130 Repair & Maint/Facilities	ITK0422A	258.00	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	LIGHTS	103655-6301 Special Department Supplies	ITK0422A	28.43	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	WINDOW-GOMEZ	433654-6130 Repair & Maint/Facilities	ITK0422A	335.00	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	TABLE REPAIR SUPPLIES	103655-6301 Special Department Supplies	ITK0422A	31.47	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	TABLE REPAIR SUPPLIES	103655-6301 Special Department Supplies	ITK0422A	43.12	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA	PLYWOOD	433658-6301	ITK0422A	9.37	FEBRUARY 13		00080111	04/23/2013

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	V008741		Special Department Supplies						
MW IP	BANK OF AMERICA V008741	TONER-FINANCE	102021-6315 Office Supplies	ITK0422A	190.07	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	PEN REFILLS	102021-6315 Office Supplies	ITK0422A	14.13	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	TONER-PD	103040-6315 Office Supplies	ITK0422A	418.00	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	TONER-PD	103040-6315 Office Supplies	ITK0422A	831.00	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	PW POSTERS	103550-6255 Dues & Memberships	ITK0422A	187.00	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	CLEANING SUPPLIES	103550-6315 Office Supplies	ITK0422A	19.87	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	PW SEMINAR-LUNCHEON	103550-6245 Meetings & Conferences	ITK0422A	25.00	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	PW BOOK	103550-6320 Books & Periodicals	ITK0422A	135.00	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	DUI TRAILER SUPPLIES	103041-6301 / 50029-6301 Special Department Supplies	ITK0422A	125.27	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	DUI TRAILER SUPPLIES	103041-6301 / 50029-6301 Special Department Supplies	ITK0422A	188.99	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	DUI TRAILER SUPPLIES	103041-6301 / 50029-6301 Special Department Supplies	ITK0422A	323.90	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	FILING CABINET, TONER-DUI TRAI	103041-6315 / 50029-6315 Office Supplies	ITK0422A	166.29	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	DUI TRAILER SUPPLIES	103041-6301 / 50029-6301 Special Department Supplies	ITK0422A	302.08	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	CREDIT	103041-6250 Staff Training	ITK0422A	-20.00	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	DUI CHECKPOINT MEALS	103041-6301 Special Department Supplies	ITK0422A	108.00	FEBRUARY 13		00080111	04/23/2013

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MW IP	BANK OF AMERICA V008741	BREAK ROOM CABINET HARDWA	333554-6185 / 61093-6185 Construction Services	ITK0422A	94.95	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	BREAK ROOM COFFEE POT	333554-6185 / 61093-6185 Construction Services	ITK0422A	159.84	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	MID MANAGERS LUNCH	101512-6250 Staff Training	ITK0422A	150.00	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	CONFERENCE MEALS-BUTZLAFF	101511-6245 Meetings & Conferences	ITK0422A	455.64	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	CONFERENCE MEAL-BUTZLAFF	101511-6245 Meetings & Conferences	ITK0422A	35.55	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	GASOLINE-BUTZLAFF	101511-5199 Other Employee Benefits	ITK0422A	73.19	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	GASOLINE-BUTZLAFF	101511-5199 Other Employee Benefits	ITK0422A	69.50	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	BUSINESS MTG LUNCH-BUTZLAFF	101511-6245 Meetings & Conferences	ITK0422A	36.23	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	BUSINESS MTG LUNCH-BUTZLAFF	101511-6245 Meetings & Conferences	ITK0422A	48.12	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	TRAINING GUIDE-BUTZLAFF	101511-6320 Books & Periodicals	ITK0422A	99.00	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	GASOLINE-BUTZLAFF	101511-5199 Other Employee Benefits	ITK0422A	78.12	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	GASOLINE-BUTZLAFF	101511-5199 Other Employee Benefits	ITK0422A	75.47	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	SR CENTER SUPPLIES	104071-6301 Special Department Supplies	ITK0422A	183.97	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	CPR TRAINING CERTIFICATES	104071-6250 Staff Training	ITK0422A	57.00	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	CPR TRAINING CERTIFICATES	104071-6250 Staff Training	ITK0422A	57.00	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA	SMAF MEMBERSHIP-ORTIZ,ZAMB	104071-6255	ITK0422A	210.00	FEBRUARY 13		00080111	04/23/2013

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	V008741		Dues & Memberships						
MW IP	BANK OF AMERICA V008741	TEEN HOOPS FLYERS	104071-6230 / 79370-6230 Printing & Binding	ITK0422A	71.16	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	TEEN HOOPS FLYERS	104071-6230 / 79370-6230 Printing & Binding	ITK0422A	21.83	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	TITLE 22 BRIDGE COURSE-ORTIZ	104071-6250 Staff Training	ITK0422A	62.00	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	SR CENTER SUPPLIES	104071-6301 Special Department Supplies	ITK0422A	29.07	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	SR CENTER SUPPLIES	104071-6301 Special Department Supplies	ITK0422A	98.46	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	SR CENTER BINGO PRIZES	104071-6301 Special Department Supplies	ITK0422A	104.82	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	SR CENTER SUPPLIES	104071-6301 Special Department Supplies	ITK0422A	19.30	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	HERITAGE PARKING TAGS	104071-6301 / 79392-6301 Special Department Supplies	ITK0422A	104.00	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	TEEN HOOPS ADVERTISING	104071-6301 / 79370-6301 Special Department Supplies	ITK0422A	127.27	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	PYB SUPPLIES	104071-6301 / 79376-6301 Special Department Supplies	ITK0422A	42.25	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	BLOCKBUSTER RENTAL MEMBER	104071-6301 Special Department Supplies	ITK0422A	16.19	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	PYB COACHES CERTIFICATES	104071-6301 / 79376-6301 Special Department Supplies	ITK0422A	90.00	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	PYB DECORATIONS	104071-6301 / 79376-6301 Special Department Supplies	ITK0422A	38.26	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	PYB SUPPLIES	104071-6301 / 79376-6301 Special Department Supplies	ITK0422A	27.52	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	PYB PARTICIPANT MEDALS	104071-6301 / 79376-6301 Special Department Supplies	ITK0422A	160.38	FEBRUARY 13		00080111	04/23/2013

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MW IP	BANK OF AMERICA V008741	CHIA HOTEL-SMITH	103043-6250 Staff Training	ITK0422A	110.88	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	CHIA AIRFARE-SMITH	103043-6250 Staff Training	ITK0422A	124.80	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	CHIA AIRFARE-ANGEL	213041-6245 Meetings & Conferences	ITK0422A	114.80	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	CHIA HOTEL-ANGEL	213041-6245 Meetings & Conferences	ITK0422A	110.88	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	C.A.P.E. REG-URBAN	103043-6250 Staff Training	ITK0422A	175.00	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	TRACKERCONF HOTEL-SMITH	103041-6250 Staff Training	ITK0422A	133.28	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	CLASS REG-ROMERO	213041-6245 Meetings & Conferences	ITK0422A	124.63	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	PD REG-STATE OF THE CITY	103041-6301 Special Department Supplies	ITK0422A	315.00	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	SLI HOTEL-BUTTS	213041-6250 Staff Training	ITK0422A	283.65	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	BADGE REPAIR-MADRIGAL	103041-6301 Special Department Supplies	ITK0422A	43.52	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	FLAT BADGES	103042-6301 Special Department Supplies	ITK0422A	196.23	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	FLAT BADGES	103041-6301 Special Department Supplies	ITK0422A	109.81	FEBRUARY 13		00080111	04/23/2013
MW IP	BANK OF AMERICA V008741	PD BOOKS	103040-6320 Books & Periodicals	ITK0422A	97.55	FEBRUARY 13		00080111	04/23/2013
Vendor Total:					23,274.95				
MW IP	BATTERY SYSTEMS V002360	BATTERY	433658-6290 Dept. Contract Services	ITK0411A	87.65	11-274329	P08339	00080058	04/11/2013
Vendor Total:					87.65				
MW OH	BTI APPRAISAL	APPRAISAL SERVICE	102534-6099	JW42513A	2,250.00	N4169	P08459	00080150	05/07/2013

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	V007009		Other Professional Services						
			Vendor Total:		2,250.00				
MW OH	BURKE WILLIAMS & SOREN V006247	DEC-MARCH LEGAL SERVICES	101005-6005 Legal Services	JW42513A	5,179.99	165287	P07108	00080151	05/07/2013
			Vendor Total:		5,179.99				
MW OH	CALIFORNIA PUBLIC EMPLOYEES V006234	MAY MEDICAL PREMIUMS	395000-4715 ISF Health Ins Reimbursement	TK0427A	125,156.31	1000000139913		00080116	04/25/2013
MW OH	CALIFORNIA PUBLIC EMPLOYEES V006234	MAY MEDICAL PREMIUMS	395083-5161 Health Insurance Premiums	TK0427A	12,006.67	1000000139913		00080116	04/25/2013
			Vendor Total:		137,162.98				
MW OH	CALIFORNIA STATE DISBURSEMENTS V004813	P/E 04/13/13 PD DATE 04/19/13	0010-2196 Garnishments W/H	PY13008	1,160.69	2700/1301008		00080077	04/19/2013
			Vendor Total:		1,160.69				
MW IP	CANON FINANCIAL SERVICES V008867	APRIL PD FAX MAINT	431010-6175 Office Equipment Rental	ITK0411A	30.17	2054150		00080059	04/11/2013
MW IP	CANON FINANCIAL SERVICES V008867	APRIL COPIER MAINT	431010-6175 Office Equipment Rental	ITK0411A	1,626.42	2054151		00080059	04/11/2013
			Vendor Total:		1,656.59				
MW IP	CANON SOLUTIONS AMERICA V008809	APRIL COPIER LEASE	431010-6175 Office Equipment Rental	IJW0418A	119.86	4009318576		00080091	04/18/2013
			Vendor Total:		119.86				
MW OH	CARDENAS, JOEL V002648	MAY MONTHLY EXPENSES	103550-5001 Salaries/Full-Time Regular	JW42513A	50.00	MAY 13		00080152	05/07/2013
			Vendor Total:		50.00				
MW OH	CARL WARREN & CO V008011	APRIL 3RD PARTY LIABILITY CL	404582-6025 Third Party Administration	JW42513A	1,481.00	1478101	P07671	00080153	05/07/2013
			Vendor Total:		1,481.00				
MW OH	CARRERA, MARIA V008914	DEPOSIT REFUND-AGUIRRE	100000-4385 / 79160-4385 Facility Rental	JW42513A	100.00	86382		00080154	05/07/2013

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MW OH	CARRILLO, LUIS V008931	DEPOSIT REFUND-KRAEMER	100000-4385 / 79175-4385 Facility Rental	Vendor Total: JW42513A	100.00				
					200.00	86493		00080155	05/07/2013
MW OH	CARWASH OF AMERICA V000771	MARCH CITY CAR WASHES	433658-6301 Special Department Supplies	Vendor Total: JW42513A	200.00				
					354.60	MARCH 13	P07256	00080156	05/07/2013
MW OH	CASTRO-GRAHAM, ANTONI V008605	MAY MONTHLY EXPENSES	103550-5001 Salaries/Full-Time Regular	Vendor Total: JW42513A	354.60				
					50.00	MAY 13		00080157	05/07/2013
MW IP	CBE V008124	MARCH COPIER MAINT-ADMIN	431010-6175 Office Equipment Rental	Vendor Total: IJW0418A	50.00				
					191.66	IN1504582	P07114	00080092	04/18/2013
MW IP	CBE V008124	MARCH COPIER MAINT-REC	431010-6175 Office Equipment Rental	Vendor Total: IJW0418A	170.53	IN1504583	P07115	00080092	04/18/2013
MW OH	CHRISTY, RUPAL V008921	CLASS REFUND	100000-4340 / 79448-4340 Recreation Programs	Vendor Total: JW42513A	362.19				
					69.00	86421		00080158	05/07/2013
MW OH	CHUNDU, LAKSHMI V008910	REFUND-COUNTY SANITATION FE	0044-2037 County Sanitation Dist Fee	Vendor Total: JW42513A	69.00				
					3,808.55	042413	P08493	00080159	05/07/2013
MW OH	CITY OF BREA V000125	APRIL PRINTING SVS	431010-6230 Printing & Binding	Vendor Total: JW42513A	3,808.55				
					537.61	6-1661	P07116	00080160	05/07/2013
MW OH	CITY OF LA HABRA V000600	2ND QTR COURT LIAISON SVS	103043-6290 Dept. Contract Services	Vendor Total: JW42513A	537.61				
					6,517.75	LH13-302-AR	P07405	00080161	05/07/2013
MW OH	CITY OF LA HABRA V000600	3RD QTR COURT LIAISON SVS	103043-6290 Dept. Contract Services	Vendor Total: JW42513A	6,517.75	LH13-303-AR	P07405	00080161	05/07/2013
					13,035.50				

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MW OH	CIVIC PLUS V006674	WEB HOSTING ANNUAL FEE	441573-6136 Software Maintenance	JW42513A	2,104.50	132183	P08465	00080162	05/07/2013
MW OH	CIVIC PLUS V006674	WEB HOSTING ANNUAL FEE	0044-2041 Public, Education, Govt Fees	JW42513A	2,104.50	132183	P08465	00080162	05/07/2013
Vendor Total:					4,209.00				
MW OH	CLEAR CHOICE LIEN SALES MARCH LIEN SERVICES V005847		103041-6182 Lien Services	JW42513A	187.50	280A	P07611	00080163	05/07/2013
MW OH	CLEAR CHOICE LIEN SALES MARCH LIEN SERVICES V005847		103041-6182 Lien Services	JW42513A	25.00	280B	P07611	00080163	05/07/2013
MW OH	CLEAR CHOICE LIEN SALES MARCH LIEN SERVICES V005847		103041-6182 Lien Services	JW42513A	62.50	286	P07611	00080163	05/07/2013
MW OH	CLEAR CHOICE LIEN SALES ARPIL LIEN SERVICES V005847		103041-6182 Lien Services	JW42513A	12.50	287	P07611	00080163	05/07/2013
MW OH	CLEAR CHOICE LIEN SALES APRIL LIEN SERVICES V005847		103041-6182 Lien Services	JW42513A	12.50	289D	P07611	00080163	05/07/2013
MW OH	CLEAR CHOICE LIEN SALES APRIL LIEN SERVICES V005847		103041-6182 Lien Services	JW42513A	87.50	289E	P07611	00080163	05/07/2013
MW OH	CLEAR CHOICE LIEN SALES ARPIL LIEN SERVICES V005847		103041-6182 Lien Services	JW42513A	12.50	295	P07611	00080163	05/07/2013
MW OH	CLEAR CHOICE LIEN SALES APRIL LIEN SERVICES V005847		103041-6182 Lien Services	JW42513A	87.50	295A	P07611	00080163	05/07/2013
MW OH	CLEAR CHOICE LIEN SALES MARCH LIEN SERVICES V005847		103041-6182 Lien Services	JW42513A	7.50	6353	P07611	00080163	05/07/2013
MW OH	CLEAR CHOICE LIEN SALES APRIL LIEN SERVICES V005847		103041-6182 Lien Services	JW42513A	22.50	6367	P07611	00080163	05/07/2013
Vendor Total:					517.50				
MW OH	CMTA V007930	CMTA/CSMFO LUNCHEON 5/1/13	102020-6245 Meetings & Conferences	JW42513A	70.00	041113	P07480	00080164	05/07/2013
Vendor Total:					70.00				
MW OH	COMMERCIAL AQUATIC SE	MARCH GOMEZ POOL MAINT	433654-6130	JW42513A	300.00	113-0590	P08333	00080165	05/07/2013

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	V005203		Repair & Maint/Facilities						
MW OH	COMMERCIAL AQUATIC SE MARCH WHITTEN POOL MAINT		433654-6130	JW42513A	300.00	113-0591	P08333	00080165	05/07/2013
	V005203		Repair & Maint/Facilities						
			Vendor Total:		600.00				
MW OH	CPRS DISTRICT 10	CPRS REC LEADER TRAINING	104071-6245	JW42513A	180.00	040413	P08470	00080166	05/07/2013
	V008906		Meetings & Conferences						
			Vendor Total:		180.00				
MW OH	D & D SERVICES INC.	APR-JUNE ANIMAL CONTROL SVS	103045-6280	JW42513A	720.00	33160	P07427	00080167	05/07/2013
	V007321		Animal Control Services						
			Vendor Total:		720.00				
MW OH	DALEY & HEFT ATTORNEY; JAN-FEB LEGAL SERVICE		540000-6099	TK0427A	1,722.00	42442	P08529	00080117	04/25/2013
	V005914		Other Professional Services						
			Vendor Total:		1,722.00				
MW OH	DE LA TORRE, EDUARDO	MAY MONTHLY EXPENSES	101511-5001	JW42513A	5.00	MAY 13		00080168	05/07/2013
	V003527		Salaries/Full-Time Regular						
MW OH	DE LA TORRE, EDUARDO	MAY MONTHLY EXPENSES	101514-5001	JW42513A	20.00	MAY 13		00080168	05/07/2013
	V003527		Salaries/Full-Time Regular						
MW OH	DE LA TORRE, EDUARDO	MAY MONTHLY EXPENSES	374386-5001	JW42513A	25.00	MAY 13		00080168	05/07/2013
	V003527		Salaries/Full-Time Regular						
			Vendor Total:		50.00				
MW OH	DEL GIORGIO, COREE	CLASS REFUND	100000-4340 / 79448-4340	JW42513A	59.00	86495		00080169	05/07/2013
	V008495		Recreation Programs						
			Vendor Total:		59.00				
MW OH	DELLS, DARRIN	CLASS REFUND	100000-4340 / 79448-4340	JW42513A	59.00	86494		00080170	05/07/2013
	V008930		Recreation Programs						
			Vendor Total:		59.00				
MW OH	DEVICES FOR LIFE	AED'S FOR PATROL UNITS	213041-6840	TK0427A	12,750.62	1000	P08518	00080118	04/25/2013
	V005915		Machinery & Equipment						
			Vendor Total:		12,750.62				

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MW IP	DISPLAY APPEAL V003825	VEHICLE GRAPHICS SVCS	433658-6290 Dept. Contract Services	IJW0418A	160.38	4842	P08167	00080093	04/18/2013
MW IP	DIVISION OF THE STATE AF 1ST QTR TAXES-SB1186 2013 V008904		0044-2032 SB 1186 BL State Fee	Vendor Total: ITK0411A	160.38 408.33	03113		00080060	04/11/2013
MW OH	EMPIRE PIPE CLEANING AN MARCH SEWER CLEANING V003109		484376-6120 R & M/Sewer & Storm Drain	Vendor Total: JW42513A	408.33 10,699.25	9192	P07231	00080171	05/07/2013
MW OH	ENTERPRISE FLEET SERVIC APRIL PD VEHICLE LEASE CHARG V003312		103042-6165 / 50070-6165 Vehicle Rental	Vendor Total: JW42513A	10,699.25 2,494.41	FBN2330789	P08510	00080172	05/07/2013
MW OH	ENVOY PLAN SERVICES V008909	SPECIAL PAY PLAN SET-UP	395083-6025 Third Party Administration	Vendor Total: TK0427A	2,494.41 1,000.00	1042	P08491	00080119	04/25/2013
MW OH	EVANS GUNSMITHING'S SH MARCH RANGE FEES V003336		103043-6160 Facility Rental	Vendor Total: JW42513A	1,000.00 200.00	6271	P08520	00080173	05/07/2013
MW OH	FAIRWAY FORD V000376	VEHICLE REPAIRS	433658-6290 Dept. Contract Services	Vendor Total: TK0427A	200.00 66.00	185229	P07859	00080120	04/25/2013
MW OH	FAIRWAY FORD V000376	VEHICLE REPAIRS	433658-6290 Dept. Contract Services	TK0427A	306.63	185249	P07859	00080120	04/25/2013
MW OH	FAIRWAY FORD V000376	VEHICLE REPAIRS	433658-6290 Dept. Contract Services	TK0427A	3,346.97	C52311	P07859	00080120	04/25/2013
MW OH	FAIRWAY FORD V000376	VEHICLE REPAIRS	433658-6290 Dept. Contract Services	TK0427A	75.95	C52523	P07859	00080120	04/25/2013
MW OH	FAIRWAY FORD V000376	VEHICLE REPAIRS	433658-6290 Dept. Contract Services	TK0427A	591.10	C52586	P07859	00080120	04/25/2013
MW IP	FENSTERMAKER, DANIEL	MARCH MEDIA SERVICES	441573-6099	Vendor Total: ITK0411A	4,386.65 2,417.40	PLA-13-003	P08225	00080061	04/11/2013

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	V005067		Other Professional Services						
MW IP	FIDELITY SECURITY LIFE II APRIL VISION PREMIUM V008132		395083-5164 Optical Insurance Premiums	Vendor Total: ITK0411A	2,417.40 1,085.50	5088597		00080062	04/11/2013
MW IP	FIDELITY SECURITY LIFE II APRIL VISION PREMIUMS V008132		395000-4740 ISF Employee Optical Costs	ITK0411A	1,853.30	5088597		00080062	04/11/2013
				Vendor Total:	2,938.80				
MW OH	FIS V008518	MARCH BUSINESS LICENSE INTEF	102021-6025 Third Party Administration	JW42513A	161.42	34207937	P08271	00080174	05/07/2013
				Vendor Total:	161.42				
MW OH	FRANCHISE TAX BOARD V000404	P/E 04/13/13 PD DATE 04/19/13	0010-2196 Garnishments W/H	PY13008	240.96	2710/1301008		00080078	04/19/2013
				Vendor Total:	240.96				
MW IP	G5 VENTURES V000743	FEB GASOLINE	433658-6345 Gasoline & Diesel Fuel	IJW0418A	36.00	2008539	P08469	00080094	04/18/2013
				Vendor Total:	36.00				
MW IP	GLOBAL CABLING SYSTEM NETWORK CONNECTION V007819		422023-6135 Repair/Maint Off Furn & Eqp	IJW0418A	339.56	3332	P08362	00080095	04/18/2013
				Vendor Total:	339.56				
MW IP	GOLDEN STATE WATER CO. DEC-APR WATER CHARGES V000928		431010-6335 Water	ITK0411A	5,507.32	040513		00080063	04/11/2013
MW OH	GOLDEN STATE WATER CO. FEB-APR WATER CHARGES V000928		431010-6335 Water	TK0427A	5,787.03	041813		00080121	04/25/2013
				Vendor Total:	11,294.35				
MW OH	GOMEZ, ROSIE V008922	LAWS OF ARREST TRAINING-MEA	103041-6250 Staff Training	JW42513A	74.13	6459	P08506	00080175	05/07/2013
				Vendor Total:	74.13				
MW OH	GONSALVES & SON, JOE V005577	MAY LEGISLATIVE SERVICES	101001-6099 Other Professional Services	JW42513A	4,000.00	23591	P07112	00080176	05/07/2013

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MW OH	GONZALEZ, ERIC V004934	OFFICER CORE COURSE-MEALS	103041-6250 Staff Training	Vendor Total: JW42513A	4,000.00 370.63	050813	P08466	00080177	05/07/2013
MW OH	GREAT WEST V006983	P/E 04/13/13 PD DATE	04/19/13 0048-2172 Deferred Comp Pay. - Gr West	Vendor Total: PY13008	370.63 61.73	2607/1301008		00080079	04/19/2013
MW OH	GREAT WEST V006983	P/E 04/13/13 PD DATE	04/19/13 0010-2172 Deferred Comp Pay. - Gr West	PY13008	938.05	2607/1301008		00080079	04/19/2013
MW OH	GREAT WEST V006983	P/E 04/13/13 PD DATE	04/19/13 0029-2172 Deferred Comp Pay. - Gr West	PY13008	29.90	2607/1301008		00080079	04/19/2013
MW OH	GREENE, TANIA MARIE V008932	DEPOSIT REFUND-KOCH	100000-4385 / 79172-4385 Facility Rental	Vendor Total: JW42513A	1,029.68 100.00	86491		00080178	05/07/2013
MW IP	HARRELL & COMPANY AD\	2011 GAS TAX DISCLOSURE	REPOJ 520000-6030 Trustee Fees	Vendor Total: ITK0411A	100.00 750.00	040313	P08475	00080064	04/11/2013
MW IP	HARRELL & COMPANY AD\	2009 LEASE REV DISCLOSURE	REF 105525-6030 Trustee Fees	ITK0411A	750.00	040313	P08475	00080064	04/11/2013
MW IP	HARRELL & COMPANY AD\	2009 SUBORDINATE DISCLOSURE	540000-6030 Trustee Fees	ITK0411A	750.00	040313	P08475	00080064	04/11/2013
MW IP	HARRELL & COMPANY AD\	2002B DISCLOSURE REPORT	V005503 540000-6030 Trustee Fees	ITK0411A	750.00	040313	P08475	00080064	04/11/2013
MW IP	HARRELL & COMPANY AD\	2002A DISCLOSURE REPORT	V005503 530000-6030 Trustee Fees	ITK0411A	750.00	040313	P08475	00080064	04/11/2013
MW IP	HARRELL & COMPANY AD\	2003 COP DISCLOSURE REPORT	V005503 540000-6030 Trustee Fees	ITK0411A	750.00	040313	P08475	00080064	04/11/2013
MW OH	HENDRICKSON, ERIC V007376	MAY MONTHLY EXPENSES	102021-5001 Salaries/Full-Time Regular	Vendor Total: JW42513A	4,500.00 50.00	MAY 13		00080179	05/07/2013
				Vendor Total:	50.00				

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MW OH	HONEYWELL INTERNATIONAL V001388	HVAC REPAIR	433654-6137 Repair Maint/Equipment	TK0427A	333.99	5225409761	P08177	00080122	04/25/2013
MW OH	HR GREEN INC. V007928	MARCH ENGINEERING SVS-OCG	333552-6015 / 6105615155-6015 Engineering Services	Vendor Total: JW42513A	333.99 12,418.00	85460	P07485	00080180	05/07/2013
MW OH	HR GREEN INC. V007928	MARCH ENGINEERING SVS	333552-6015 / 61038-6015 Engineering Services	JW42513A	525.00	85461	P07487	00080180	05/07/2013
MW IP	IMPRESSIONS PRINTING V000517	BUSINESS CARDS	102021-6230 Printing & Binding	Vendor Total: ITK0411A	12,943.00 59.40	15737	P08416	00080065	04/11/2013
MW IP	INTERNAL CONTROL V000504	MARCH POLYGRAPH EXAMS	103040-6099 Other Professional Services	Vendor Total: IJW0418A	59.40 250.00	10487	P08456	00080096	04/18/2013
MW OH	INTERNAL CONTROL V000504	JAN POLYGRAPH EXAMS	103040-6099 Other Professional Services	TK0427A	1,000.00	10473	P08516	00080123	04/25/2013
MW IP	JAMS V007751	MEDIATION SERVICES	404582-6001 / 10028-6001 Management Consulting Services	Vendor Total: IJW0418A	1,250.00 2,500.00	PL-114	P08484	00080097	04/18/2013
MW OH	JOHNSON, TAMMY V008912	CLASS REFUND	100000-4340 / 79448-4340 Recreation Programs	Vendor Total: JW42513A	2,500.00 175.00	86274		00080181	05/07/2013
MW OH	KELLEN, BRANDY V006946	CLASS REFUND	100000-4340 / 79448-4340 Recreation Programs	Vendor Total: JW42513A	175.00 69.00	86410		00080182	05/07/2013
MW IP	KLEIN & WILSON V008149	NOV-DEC LEGAL SVS: WOODRUF	101005-6006 / 10017-6006 Litigation	Vendor Total: IJW0418A	69.00 1,471.37	19812	P08464	00080098	04/18/2013
MW IP	KNOWLES-MCNIFF INC	MARCH SOFTWARE MAINT	422023-6136	Vendor Total: ITK0411A	1,471.37 1,890.00	90504	P08477	00080066	04/11/2013

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	V000558		Software Maintenance						
			Vendor Total:		1,890.00				
MW OH	KOA CORPORATION V006654	MARCH TRAFFIC STUDY-SCHANE	102531-6290 / 45042-6290 Dept. Contract Services	JW42513A	1,000.00	JB33016X4	P08492	00080183	05/07/2013
			Vendor Total:		1,000.00				
MW OH	KWON, DANIEL V008924	REFUND-LOGO CONTEST	100000-4340 / 79480-4340 Recreation Programs	JW42513A	10.00	86449		00080184	05/07/2013
			Vendor Total:		10.00				
MW OH	LAW OFFICE OF DIMITRI P V008162	MARCH LEGAL SVS: BECKER	101005-6006 / 10017-6006 Litigation	JW42513A	4,200.00	1238	P08463	00080185	05/07/2013
			Vendor Total:		4,200.00				
MW OH	LE-NGUYEN, MAGGIE V007345	MAY MONTHLY EXPENSES	102021-5001 Salaries/Full-Time Regular	JW42513A	50.00	MAY 13		00080186	05/07/2013
			Vendor Total:		50.00				
MW OH	LEA-AID AQUISITION COME V008860	UNDERCOVER WIRE TRANSMITT	103042-6301 Special Department Supplies	TK0427A	1,415.00	1104829-IN	P08325	00080124	04/25/2013
			Vendor Total:		1,415.00				
MW IP	LEAGUE OF CALIFORNIA CI V000573	FEB BUSINESS MTG-NELSON	101001-6245 Meetings & Conferences	ITK0411A	25.00	2075	P08457	00080067	04/11/2013
			Vendor Total:		25.00				
MW OH	LEGAL SHIELD V008104	APRIL LEGAL SERVICES	0029-2192 Police Legal Services	JW42513A	9.20	41813B		00080187	05/07/2013
MW OH	LEGAL SHIELD V008104	APRIL LEGAL SERVICES	0037-2192 Police Legal Services	JW42513A	14.92	41813B		00080187	05/07/2013
MW OH	LEGAL SHIELD V008104	APRIL LEGAL SERVICES	0043-2192 Police Legal Services	JW42513A	14.96	41813B		00080187	05/07/2013
MW OH	LEGAL SHIELD V008104	APRIL LEGAL SERVICES	0010-2192 Police Legal Services	JW42513A	572.55	41813B		00080187	05/07/2013
MW OH	LEGAL SHIELD V008104	APRIL LEGAL SERVICES	0048-2192	JW42513A	29.92	41813B		00080187	05/07/2013

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	V008104		Police Legal Services						
MW OH	LIEBERT CASSIDY WHITMC	LEGISLATIVE UPDATE WEBINAR	101512-6250	Vendor Total:	641.55				
	V000597	Staff Training		JW42513A	55.00	040913	P08528	00080188	05/07/2013
MW OH	LILLEY PLANNING GROUP	APRIL CONTRACT SVS-BUILDING	102532-6045	Vendor Total:	55.00				
	V008540	Building Inspection Services		JW42513A	5,304.00	PLA119	P08023	00080189	05/07/2013
MW OH	LILLEY PLANNING GROUP	APRIL CONTRACT SVS-PLANNING	102531-6290	JW42513A	552.00	PLA119	P08023	00080189	05/07/2013
	V008540	Dept. Contract Services							
MW OH	LILLEY PLANNING GROUP	APRIL CONTRACT SVS-PW INSPEC	103550-6290	JW42513A	1,600.00	PLA119B	P08070	00080189	05/07/2013
	V008540	Dept. Contract Services							
MW OH	MADISON, MARY	CLASS REFUND	100000-4340 / 79448-4340	Vendor Total:	7,456.00				
	V006896	Recreation Programs		JW42513A	69.00	86386		00080190	05/07/2013
MW OH	MAGPAYO-CASTRO, TERES	DEPOSIT REFUND-OBERLE	100000-4385 / 79179-4385	Vendor Total:	69.00				
	V008915	Facility Rental		JW42513A	100.00	86384		00080191	05/07/2013
MW OH	MAJD, DRINA	CLASS REFUND	100000-4340 / 79440-4340	Vendor Total:	100.00				
	V007064	Recreation Programs		JW42513A	44.00	86281		00080192	05/07/2013
MW OH	MAKOWSKI, ROBERT	MAY MONTHLY EXPENSES	484356-5001	Vendor Total:	44.00				
	V005712	Salaries/Full-Time Regular		JW42513A	12.50	MAY 13		00080193	05/07/2013
MW OH	MAKOWSKI, ROBERT	MAY MONTHLY EXPENSES	102533-5001	JW42513A	25.00	MAY 13		00080193	05/07/2013
	V005712	Salaries/Full-Time Regular							
MW OH	MAKOWSKI, ROBERT	MAY MONTHLY EXPENSES	374386-5001	JW42513A	12.50	MAY 13		00080193	05/07/2013
	V005712	Salaries/Full-Time Regular							
MW OH	MARIPOSA HORTICULTURA	MARCH LANDSCAPE SERVICES	103655-6115	Vendor Total:	50.00				
				TK0427A	832.00	59096	P07341	00080125	04/25/2013

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	V000647		Landscaping						
MW OH	MARQUEZ, ELENA V005196	DEPOSIT REFUND-KRAEMER	100000-4385 / 79175-4385 Facility Rental	Vendor Total: JW42513A	832.00 100.00 86492			00080194	05/07/2013
MW IP	MARTIN & CHAPMAN CO V000618	2012 ELECTION MATERIALS	101002-6299 Other Purchased Services	Vendor Total: IJW0418A	100.00 90.16 201226		P07196	00080099	04/18/2013
MW OH	MC FADDEN-DALE HARDW. V000635	MISC PARTS	433658-6301 Special Department Supplies	Vendor Total: JW42513A	90.16 4.21 96693/5		P07097	00080195	05/07/2013
MW OH	MCCONAHA, MICHAEL V002517	MAY MONTHLY EXPENSES	103550-5001 Salaries/Full-Time Regular	Vendor Total: JW42513A	4.21 50.00 MAY 13			00080196	05/07/2013
MW OH	MCQUEEN, SUE V005447	CLASS REFUND	100000-4340 / 79408-4340 Recreation Programs	Vendor Total: JW42513A	50.00 94.00 86290			00080197	05/07/2013
MW OH	MENELY, RICKI V003570	DRE CLASS-MEALS,MILEAGE	103041-6250 Staff Training	Vendor Total: JW42513A	94.00 114.51 31239		P08481	00080198	05/07/2013
MW OH	METROPICS WIRELESS INC V005973	TEXT MESSAGE RETRIEVAL	103042-6299 Other Purchased Services	Vendor Total: TK0427A	114.51 500.00 746116		P08511	00080126	04/25/2013
MW OH	MONOGRAM MAGIC V008879	UNIFORMS-MAKOWSKI	102533-6360 Uniforms	Vendor Total: JW42513A	500.00 110.12 42021		P08514	00080199	05/07/2013
MW OH	MOORE, JASMINE V008917	DEPOSIT REFUND-WHITTEN	100000-4385 / 79195-4385 Facility Rental	Vendor Total: JW42513A	110.12 150.00 86383			00080200	05/07/2013
				Vendor Total:	150.00				

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	MORENO, TANIA V007723	MAY MONTHLY EXPENSES	101002-5001 Salaries/Full-Time Regular	JW42513A	25.00	MAY 13		00080201	05/07/2013
MW OH	MORENO, TANIA V007723	MAY MONTHLY EXPENSES	101513-5001 Salaries/Full-Time Regular	JW42513A	25.00	MAY 13		00080201	05/07/2013
MW OH	MORENO, TANIA V007723	MILEAGE REIMBURSEMENT	101512-6250 Staff Training	JW42513A	150.05	04232013	P08487	00080201	05/07/2013
			Vendor Total:		200.05				
MW OH	MOUTTAPA, MICHELE V008916	CLASS REFUND	100000-4340 / 79448-4340 Recreation Programs	JW42513A	74.00	86391		00080202	05/07/2013
			Vendor Total:		74.00				
MW IP	NEXTDESK V008907	ERGONOMIC MONITOR	101511-6855 Furniture & Fixtures	ITK0411A	197.00	75022514	P08460	00080068	04/11/2013
MW IP	NEXTDESK V008907	ADJUSTABLE DESK/VANITY COVE	101511-6855 Furniture & Fixtures	ITK0411A	2,922.00	75022514	P08460	00080068	04/11/2013
MW IP	NEXTDESK V008907	DESK ASSEMBLY	101511-6855 Furniture & Fixtures	ITK0411A	149.00	75022514	P08460	00080068	04/11/2013
MW IP	NEXTDESK V008907	POWER OUTLETS	101511-6855 Furniture & Fixtures	ITK0411A	99.00	75022514	P08460	00080068	04/11/2013
MW IP	NEXTDESK V008907	SHIPPING	101511-6855 Furniture & Fixtures	ITK0411A	137.00	75022514	P08460	00080068	04/11/2013
MW IP	NEXTDESK V008907	ERGONOMIC KEYBOARD	101511-6855 Furniture & Fixtures	ITK0411A	347.00	75022514	P08460	00080068	04/11/2013
			Vendor Total:		3,851.00				
MW OH	NGUYEN, HONG V008918	DEPOSIT REFUND-KRAEMER	100000-4385 / 79175-4385 Facility Rental	JW42513A	100.00	86385		00080203	05/07/2013
			Vendor Total:		100.00				
MW OH	NGUYEN, MICHAEL V005291	MAY MONTHLY EXPENSES	102021-5001 Salaries/Full-Time Regular	JW42513A	50.00	MAY 13		00080204	05/07/2013
			Vendor Total:		50.00				
MW IP	NICKEY PETROLEUM COME	GASOLINE	433658-6345	ITK0411A	28,209.78	306578	P08019	00080069	04/11/2013

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	V000696		Gasoline & Diesel Fuel						
MW OH	NICKS, JONATHAN V004909	MAY MONTHLY EXPENSES	104072-5001 Salaries/Full-Time Regular	Vendor Total: JW42513A	28,209.78 50.00	MAY 13		00080205	05/07/2013
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	101511-6315 Office Supplies	Vendor Total: TK0427A	50.00 8.70	042713	P07110	00080127	04/25/2013
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	101511-6315 Office Supplies	JW42513A	50.96	042888	P07110	00080206	05/07/2013
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103550-6315 Office Supplies	JW42513A	35.78	042907I	P07135	00080206	05/07/2013
MW OH	OFFICE INDUSTRIES V007477	RECYCLED PAPER	374386-6315 Office Supplies	TK0427A	244.13	042760	P08004	00080127	04/25/2013
MW OH	OFFICE INDUSTRIES V007477	RECYCLED PAPER	374386-6315 Office Supplies	JW42513A	244.13	042831	P08004	00080206	05/07/2013
MW OH	OFFICE INDUSTRIES V007477	RECYCLED PAPER	374386-6315 Office Supplies	JW42513A	244.13	042877	P08004	00080206	05/07/2013
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	102020-6315 Office Supplies	JW42513A	133.65	042899I	P08186	00080206	05/07/2013
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	102020-6315 Office Supplies	JW42513A	29.14	042900I	P08186	00080206	05/07/2013
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	JW42513A	87.86	042815I	P08412	00080206	05/07/2013
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	JW42513A	59.04	042874I	P08412	00080206	05/07/2013
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	JW42513A	151.56	042883I	P08412	00080206	05/07/2013
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	JW42513A	71.25	042921I	P08412	00080206	05/07/2013
MW OH	OFFICE INDUSTRIES	TONER CARTRIDGES	101512-6315	TK0427A	187.90	042724I	P08508	00080127	04/25/2013

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	V007477		Office Supplies						
			Vendor Total:		1,548.23				
MW OH	ONWARD ENGINEERING V008092	JAN-FEB CONSTRUCTION MGMT	333552-6185 / 6110540033-6185 Construction Services	JW42513A	11,634.00	2084	P08472	00080207	05/07/2013
MW OH	ONWARD ENGINEERING V008092	MARCH CONSTRUCTION MGMT	333552-6185 / 6110540033-6185 Construction Services	JW42513A	19,700.00	2119	P08472	00080207	05/07/2013
			Vendor Total:		31,334.00				
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 04/13/13 PD DATE 04/19/13	0010-2176 PCEA/OCEA Assoc Dues	PY13008	289.12	2610/1301008		00080080	04/19/2013
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 04/13/13 PD DATE 04/19/13	0029-2176 PCEA/OCEA Assoc Dues	PY13008	10.56	2610/1301008		00080080	04/19/2013
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 04/13/13 PD DATE 04/19/13	0043-2176 PCEA/OCEA Assoc Dues	PY13008	19.24	2610/1301008		00080080	04/19/2013
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 04/13/13 PD DATE 04/19/13	0048-2176 PCEA/OCEA Assoc Dues	PY13008	21.63	2610/1301008		00080080	04/19/2013
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 04/13/13 PD DATE 04/19/13	0037-2176 PCEA/OCEA Assoc Dues	PY13008	5.77	2610/1301008		00080080	04/19/2013
			Vendor Total:		346.32				
MW IP	ORANGE COUNTY FIRE AU V000704	PLAN CHECK CHARGES	0044-2055 Or Co Fire Auth/Pln Rev Depos	ITK0411A	352.00	PC156197		00080070	04/11/2013
MW IP	ORANGE COUNTY FIRE AU V000704	PLAN CHECK CHARGES	0044-2055 Or Co Fire Auth/Pln Rev Depos	ITK0411A	352.00	PC156198		00080070	04/11/2013
MW IP	ORANGE COUNTY FIRE AU V000704	PLAN CHECK CHARGES	0044-2055 Or Co Fire Auth/Pln Rev Depos	ITK0411A	352.00	PC156199		00080070	04/11/2013
MW IP	ORANGE COUNTY FIRE AU V000704	PLAN CHECK CHARGES	0044-2055 Or Co Fire Auth/Pln Rev Depos	ITK0411A	352.00	PC156200		00080070	04/11/2013
			Vendor Total:		1,408.00				
MW IP	ORANGE COUNTY REGISTE V003211	FEB LEGAL ADVERTISING	101002-6225 Advertising/Promotional	IJW0418A	982.60	022813	P07202	00080100	04/18/2013
MW IP	ORANGE COUNTY REGISTE	MARCH LEGAL ADVERTISING	101002-6225	IJW0418A	296.28	033113	P07202	00080100	04/18/2013

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	V003211		Advertising/Promotional						
				Vendor Total:	1,278.88				
MW OH	ORANGE COUNTY SHERIFF V007556	LAW OF ARREST REG-GOMEZ	103041-6250 Staff Training	JW42513A	47.00	4326	P08507	00080208	05/07/2013
				Vendor Total:	47.00				
MW OH	ORANGE COUNTY SHERIFF V003655	OFFICER CORE CLASS-RODGERS	103041-6250 Staff Training	JW42513A	269.00	321699	P08479	00080209	05/07/2013
MW OH	ORANGE COUNTY SHERIFF V003655	OFFICER CORE CLASS-GONZALEZ	103041-6250 Staff Training	JW42513A	269.00	321699	P08479	00080209	05/07/2013
				Vendor Total:	538.00				
MW IP	ORANGE COUNTY TREASURY V007306	MARCH PARKING CITATIONS	0044-2038 Parking Fines	ITK0411A	5,062.50	040913		00080071	04/11/2013
				Vendor Total:	5,062.50				
MW OH	ORTEGA, JEANETTE V007724	MAY MONTHLY EXPENSES	101572-5001 Salaries/Full-Time Regular	JW42513A	50.00	MAY 13		00080210	05/07/2013
				Vendor Total:	50.00				
MW OH	PALMER, TERESA V007845	DEPOSIT REFUND-AGUIRRE	100000-4385 / 79160-4385 Facility Rental	JW42513A	100.00	86380		00080211	05/07/2013
				Vendor Total:	100.00				
MW OH	PARKHOUSE TIRE INC. V004472	TIRES	433658-6301 Special Department Supplies	JW42513A	2,617.84	1020112400	P08526	00080212	05/07/2013
MW OH	PARKHOUSE TIRE INC. V004472	TIRES	433658-6301 Special Department Supplies	JW42513A	262.44	1020113904	P08526	00080212	05/07/2013
MW OH	PARKHOUSE TIRE INC. V004472	TIRES	433658-6301 Special Department Supplies	JW42513A	145.80	1020114409	P08526	00080212	05/07/2013
				Vendor Total:	3,026.08				
MW IP	PARS V006999	APRIL TRUST ADMIN SVCS	395083-6025 Third Party Administration	IJW0418A	407.33	25540		00080101	04/18/2013
				Vendor Total:	407.33				

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MW OH	PCEA C/O NORTH ORANGE V000679	P/E 04/13/13 PD DATE 04/19/13	0037-2176 PCEA/OCEA Assoc Dues	PY13008	0.60	2615/1301008		00080081	04/19/2013
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 04/13/13 PD DATE 04/19/13	0010-2176 PCEA/OCEA Assoc Dues	PY13008	30.05	2615/1301008		00080081	04/19/2013
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 04/13/13 PD DATE 04/19/13	0048-2176 PCEA/OCEA Assoc Dues	PY13008	2.25	2615/1301008		00080081	04/19/2013
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 04/13/13 PD DATE 04/19/13	0029-2176 PCEA/OCEA Assoc Dues	PY13008	1.10	2615/1301008		00080081	04/19/2013
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 04/13/13 PD DATE 04/19/13	0043-2176 PCEA/OCEA Assoc Dues	PY13008	2.00	2615/1301008		00080081	04/19/2013
Vendor Total:					36.00				
MW OH	PLACENTIA POLICE MANA V000839	P/E 04/13/13 PD DATE 04/19/13	0010-2180 Police Mgmt Assn Dues	PY13008	997.97	2625/1301008		00080082	04/19/2013
Vendor Total:					997.97				
MW OH	PLACENTIA POLICE OFFICE V003519	P/E 04/13/13 PD DATE 04/19/13	0050-2178 Placentia Police Assoc Dues	PY13008	94.70	2620/1301008		00080083	04/19/2013
MW OH	PLACENTIA POLICE OFFICE V003519	P/E 04/13/13 PD DATE 04/19/13	0010-2178 Placentia Police Assoc Dues	PY13008	2,930.50	2620/1301008		00080083	04/19/2013
MW OH	PLACENTIA POLICE OFFICE V003519	P/E 4/27/13 PD DATE 4/25/13	0010-2178 Placentia Police Assoc Dues	PY13709	83.58	2620/1301709		00080146	04/29/2013
MW OH	PLACENTIA POLICE OFFICE V003519		0010-2178 Placentia Police Assoc Dues	PY13809	83.58	2620/1301809		00080236	04/30/2013
Vendor Total:					3,192.36				
MW OH	POLICE EXECUTIVE RESEA V008927	SR. MGMT TUITION-PASCARELLA Staff Training	213041-6250	TK0427A	8,245.00	16701	P08519	00080128	04/25/2013
Vendor Total:					8,245.00				
MW OH	PRINCIPAL LIFE V008141	APRIL DENTAL PREMIUMS	395000-4720 ISF Dental Ins Reimbursement	TK0427A	642.88	APRIL 2013		00080130	04/25/2013
MW OH	PRINCIPAL LIFE V008141	APRIL DENTAL PREMIUMS	395083-5162 Dental Insurance Premiums	TK0427A	721.28	APRIL 2013		00080130	04/25/2013

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Vendor Total:					1,364.16				
MW OH	PRINCIPAL LIFE INSURANC V000844	MAY LIFE INSURANCE PREMIUMS	101511-5163 Life Insurance Premiums	TK0427A	445.05	MAY 2013		00080129	04/25/2013
MW OH	PRINCIPAL LIFE INSURANC V000844	MAY LIFE INSURANCE PREMIUMS	102020-5163 Life Insurance Premiums	TK0427A	86.73	MAY 2013		00080129	04/25/2013
MW OH	PRINCIPAL LIFE INSURANC V000844	MAY LIFE INSURANCE PREMIUMS	103650-5163 Life Insurance Premiums	TK0427A	240.97	MAY 2013		00080129	04/25/2013
MW OH	PRINCIPAL LIFE INSURANC V000844	MAY LIFE INSURANCE PREMIUMS	103040-5163 Life Insurance Premiums	TK0427A	552.92	MAY 2013		00080129	04/25/2013
MW OH	PRINCIPAL LIFE INSURANC V000844	MAY LIFE INSURANCE PREMIUMS	101512-5163 Life Insurance Premiums	TK0427A	126.23	MAY 2013		00080129	04/25/2013
Vendor Total:					1,451.90				
MW IP	PRIORITY MAILING SYSTEM V006760	POSTAGE MACHINE INK	431010-6215 Telephone	ITK0411A	183.52	INV280229	P08476	00080072	04/11/2013
Vendor Total:					183.52				
MW OH	QUARTERMASTER UNIFORM V005761	PD UNIFORMS	103043-6360 Uniforms	JW42513A	96.63	R503981001014	P08029	00080213	05/07/2013
MW OH	QUARTERMASTER UNIFORM V005761	PD UNIFORMS	103041-6360 Uniforms	JW42513A	308.80	R503981901015	P08029	00080213	05/07/2013
MW OH	QUARTERMASTER UNIFORM V005761	PD UNIFORMS	103041-6360 Uniforms	JW42513A	233.71	R503982000015	P08029	00080213	05/07/2013
MW OH	QUARTERMASTER UNIFORM V005761	PD UNIFORMS	103043-6360 Uniforms	JW42513A	46.43	R503985101018	P08029	00080213	05/07/2013
MW OH	QUARTERMASTER UNIFORM V005761	PD UNIFORMS	103043-6360 Uniforms	JW42513A	241.28	R503985200018	P08029	00080213	05/07/2013
MW OH	QUARTERMASTER UNIFORM V005761	PD UNIFORMS	103041-6360 Uniforms	JW42513A	214.34	R503992501010	P08029	00080213	05/07/2013
MW OH	QUARTERMASTER UNIFORM V005761	PD UNIFORMS	103041-6360 Uniforms	JW42513A	335.73	R503992600010	P08029	00080213	05/07/2013
MW OH	QUARTERMASTER UNIFORM V005761	PD UNIFORMS	103041-6360	JW42513A	129.58	R539128101028	P08029	00080213	05/07/2013

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	V005761		Uniforms						
MW OH	QUARTERMASTER UNIFORMS	PD UNIFORMS	103041-6360	JW42513A	48.59	R539128101036	P08029	00080213	05/07/2013
	V005761		Uniforms						
MW OH	QUARTERMASTER UNIFORMS	PD UNIFORMS	103043-6360	JW42513A	17.19	R539282900017	P08029	00080213	05/07/2013
	V005761		Uniforms						
			Vendor Total:		1,672.28				
MW OH	RELIABLE ICE EQUIPMENT	REPAIR ICE MACHINE	103043-6299	JW42513A	223.99	032713-SI	P08512	00080214	05/07/2013
	V007348		Other Purchased Services						
			Vendor Total:		223.99				
MW OH	RJ NOBLE COMPANY	CONSTRUCTION SVCS PMT #7	333552-6185 / 6110540033-6185	TK0427A	213,520.08	44964	P07470	00080131	04/25/2013
	V006779		Construction Services						
MW OH	RJ NOBLE COMPANY	STREET REHAB PMT #7	333552-6185 / 6110540033-6185	TK0427A	716,286.88	44966	P08026	00080131	04/25/2013
	V006779		Construction Services						
			Vendor Total:		929,806.96				
MW OH	RODGERS, MATTHEW	OFFICER CORE-MEALS,MILEAGE	103041-6250	JW42513A	370.63	12316	P08467	00080215	05/07/2013
	V008858		Staff Training						
			Vendor Total:		370.63				
MW OH	ROGERS, ELVA	CLASS REFUND	100000-4340 / 79448-4340	JW42513A	69.00	86330		00080216	05/07/2013
	V007988		Recreation Programs						
			Vendor Total:		69.00				
MW OH	ROMERO, ANABEL	CLASS REFUND	100000-4340 / 79448-4340	JW42513A	69.00	86419		00080217	05/07/2013
	V008919		Recreation Programs						
			Vendor Total:		69.00				
MW OH	ROWE, KIRSTEN	MAY MONTHLY EXPENSES	103040-5001	JW42513A	50.00	MAY 13		00080218	05/07/2013
	V008392		Salaries/Full-Time Regular						
			Vendor Total:		50.00				
MW OH	SANCHEZ, DANYELLE	MAY MONTHLY EXPENSES	101512-5001	JW42513A	50.00	MAY 13		00080219	05/07/2013
	V003402		Salaries/Full-Time Regular						
			Vendor Total:		50.00				

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MW OH	SANDES DE MORENO, ROSA V008935	DEPOSIT REFUND-BACKS	100000-4385 / 79161-4385 Facility Rental	JW42513A	150.00	86489		00080220	05/07/2013
			Vendor Total:		150.00				
MW OH	SCHWARTZ, MONIQUE V004447	MAY MONTHLY EXPENSES	102531-5001 Salaries/Full-Time Regular	JW42513A	50.00	MAY 13		00080221	05/07/2013
			Vendor Total:		50.00				
MW OH	SECURITY DESIGN CONCEP V008347	CONSULTING SVS-PLAN REVIEW	102531-6290 Dept. Contract Services	TK0427A	175.50	13024	P08461	00080132	04/25/2013
			Vendor Total:		175.50				
MW OH	SELMAN CHEVROLET LEAS V000981	VEHICLE MAINT	433658-6134 Vehicle Repair & Maintenance	JW42513A	96.00	CTCS604102	P07343	00080222	05/07/2013
			Vendor Total:		96.00				
MW OH	SHRED-IT LOS ANGELES V000905	MARCH SHRED DOCUMENTS	374386-6299 Other Purchased Services	TK0427A	86.67	9401717671	P07523	00080133	04/25/2013
			Vendor Total:		86.67				
MW OH	SIEMENS INDUSTRY INC V008785	MARCH TRAFFIC SIGNAL MAINT	103652-6099 Other Professional Services	JW42513A	4,296.27	400098811	P08133	00080223	05/07/2013
			Vendor Total:		4,296.27				
MW OH	SIEMENS INDUSTRY INC V008785	MARCH TRAFFIC SIGNAL MAINT	0010-1228 AR/County of Orange	JW42513A	28.05	400098811	P08133	00080223	05/07/2013
			Vendor Total:		28.05				
MW OH	SIEMENS INDUSTRY INC V008785	MARCH TRAFFIC SIGNAL MAINT	0010-1226 AR/City of Yorba Linda	JW42513A	127.50	400098811	P08133	00080223	05/07/2013
			Vendor Total:		127.50				
MW OH	SIEMENS INDUSTRY INC V008785	MARCH TRAFFIC SIGNAL MAINT	0010-1224 AR/City of Fullerton	JW42513A	219.30	400098811	P08133	00080223	05/07/2013
			Vendor Total:		219.30				
MW OH	SIEMENS INDUSTRY INC V008785	MARCH TRAFFIC SIGNAL MAINT	0010-1232 Accts Rec/Other Agencies	JW42513A	183.88	400098811	P08133	00080223	05/07/2013
			Vendor Total:		183.88				
MW OH	SMITH, WARD V002806	MAY MONTHLY EXPENSES	103040-5001 Salaries/Full-Time Regular	JW42513A	50.00	MAY 13		00080224	05/07/2013
			Vendor Total:		50.00				
MW OH	SOUTHERN CALIFORNIA EL	NOV-DEC ELECTRICAL CHARGES	431010-6330	TK0427A	4,909.42	011713		00080134	04/25/2013
			Vendor Total:		4,909.42				

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	V000910		Electricity						
MW OH	SOUTHERN CALIFORNIA EI	JAN-MARCH ELECTRICAL CHARG	431010-6330	TK0427A	6,380.88	031613		00080134	04/25/2013
	V000910		Electricity						
MW OH	SOUTHERN CALIFORNIA EI	JAN-MARCH ELECTRICAL CHARG	431010-6330	TK0427A	91.36	031713		00080134	04/25/2013
	V000910		Electricity						
MW OH	SOUTHERN CALIFORNIA EI	JAN-MARCH ELECTRICAL CHARG	0010-1226	TK0427A	108.29	031713		00080134	04/25/2013
	V000910		AR/City of Yorba Linda						
MW IP	SOUTHERN CALIFORNIA EI	FEB-MAR ELECTRICITY CHARGES	103552-6330	ITK0411A	8.14	040913		00080073	04/11/2013
	V000910		Electricity						
MW IP	SOUTHERN CALIFORNIA EI	FEB-MAR ELECTRICITY CHARGES	431010-6330	ITK0411A	13,287.53	040913		00080073	04/11/2013
	V000910		Electricity						
MW IP	SOUTHERN CALIFORNIA EI	FEB-MAR ELECTRICITY CHARGES	296561-6330	ITK0411A	92.19	040913		00080073	04/11/2013
	V000910		Electricity						
MW IP	SOUTHERN CALIFORNIA EI	FEB-MAR ELECTRICITY CHARGES	286560-6330	ITK0411A	31,673.67	040913		00080073	04/11/2013
	V000910		Electricity						
MW IP	SOUTHERN CALIFORNIA EI	MAR-APR ELECTRICAL CHARGES	431010-6330	IJW0418A	298.10	041113		00080102	04/18/2013
	V000910		Electricity						
MW IP	SOUTHERN CALIFORNIA EI	MAR-APR ELECTRICAL CHARGES	0010-1228	IJW0418A	14.02	041113		00080102	04/18/2013
	V000910		AR/County of Orange						
MW IP	SOUTHERN CALIFORNIA EI	MAR-APR ELECTRICAL CHARGES	296561-6330	IJW0418A	159.99	041113		00080102	04/18/2013
	V000910		Electricity						
MW IP	SOUTHERN CALIFORNIA EI	MAR-APR ELECTRICAL CHARGES	0010-1226	IJW0418A	101.91	041113		00080102	04/18/2013
	V000910		AR/City of Yorba Linda						
MW OH	SOUTHERN CALIFORNIA EI	FEB-MARCH ELECTRICAL CHARG	431010-6330	TK0427A	10,831.58	041813		00080134	04/25/2013
	V000910		Electricity						
MW OH	SOUTHERN CALIFORNIA EI	FEB-MARCH ELECTRICAL CHARG	103552-6330	TK0427A	50.72	041813		00080134	04/25/2013
	V000910		Electricity						
Vendor Total:					68,007.80				
MW IP	SPRINT	APRIL FRAME RELAY SERVICES	431010-6215	ITK0411A	574.79	9503113100004		00080074	04/11/2013
	V006126		Telephone						

City of Placentia
Warrant Register
For 04/29/2013

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	ST JOSEPH HERITAGE HEALTH V000980	MARCH PRE-EMPLOYMENT EXAM	101512-6099 Other Professional Services	Vendor Total: TK0427A	574.79 365.00	19636	P08490	00080135	04/25/2013
MW OH	STAPLES ADVANTAGE V007323	3 HP LASERJET PRINTERS	213041-6840 Machinery & Equipment	Vendor Total: TK0427A	365.00 1,649.97	3195677901	P08515	00080136	04/25/2013
MW IP	STATE OF CALIFORNIA V000184	JAN-MAR STRONG MOTION FEES	0044-2035 Strong Motion Fees/Non-Res	Vendor Total: IJW0418A	1,649.97 217.86	0113-0313		00080103	04/18/2013
MW IP	STATE OF CALIFORNIA V000184	JAN-MAR STRONG MOTION FEES	0044-2031 Strong Motion Admin	IJW0418A	13.62	0113-0313		00080103	04/18/2013
MW IP	STATE OF CALIFORNIA V000184	JAN-MAR STRONG MOTION FEES	0044-2030 Strong Motion Fees/Res.	IJW0418A	172.77	0113-0313		00080103	04/18/2013
MW IP	SUNGARD PUBLIC SECTOR V005987	APRIL OS-ASP SERVICES	422023-6136 Software Maintenance	Vendor Total: IJW0418A	404.25 5,480.72	62617	P08483	00080104	04/18/2013
MW OH	SYNOPTIK INC V007863	MARCH IT SUPPORT SERVICES	422023-6290 Dept. Contract Services	Vendor Total: TK0427A	5,480.72 6,083.75	218380	P07125	00080137	04/25/2013
MW IP	T-MOBILE V004339	MARCH CELL PHONE CHARGES	431010-6215 Telephone	Vendor Total: ITK0411A	6,083.75 864.94	040213		00080075	04/11/2013
MW IP	T-MOBILE V004339	MARCH CELL PHONE CHARGES	431010-6215 Telephone	ITK0411A	1,032.37	040313		00080075	04/11/2013
MW OH	TERAN, PATRICIA ANN V008933	DEPOSIT REFUND	100000-4385 / 79195-4385 Facility Rental	Vendor Total: JW42513A	1,897.31 150.00	86490		00080225	05/07/2013
MW IP	TIME WARNER CABLE	MAY CITY HALL CABLE CHARGES	431010-6215	Vendor Total: IJW0418A	150.00 139.93	042213		00080105	04/18/2013

City of Placentia
Warrant Register
For 04/29/2013

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V004450		Telephone						
MW OH	TIME WARNER CABLE V004450	MAY YARD 10 MB CABLE CHARGE	431010-6215 Telephone	TK0427A	1,172.52	042513		00080138	04/25/2013
			Vendor Total:		1,312.45				
MW OH	TLO LLC V008926	49451 MARCH DATABASE SEARCH	103042-6299 Other Purchased Services	TK0427A	89.68	MARCH 13	P08517	00080139	04/25/2013
			Vendor Total:		89.68				
MW OH	TOMAZIC, VIC V008913	CLASS REFUND	100000-4340 / 79448-4340 Recreation Programs	JW42513A	36.00	86300		00080226	05/07/2013
			Vendor Total:		36.00				
MW OH	TRAN, HUONG V008920	CLASS REFUND	100000-4340 / 79448-4340 Recreation Programs	JW42513A	69.00	86420		00080227	05/07/2013
			Vendor Total:		69.00				
MW OH	TRUCPARCO V001047	TRUCK PARTS	433658-6134 Vehicle Repair & Maintenance	TK0427A	252.29	310397	P07154	00080140	04/25/2013
			Vendor Total:		252.29				
MW OH	TURBO DATA SYSTEMS INC V001238	MARCH CITATION PROCESSING	103041-6099 Other Professional Services	TK0427A	1,331.78	20042	P07310	00080141	04/25/2013
			Vendor Total:		1,331.78				
MW OH	UCEDA, JOSE V005936	RIFLE ARMORS COURSE	103041-6250 Staff Training	JW42513A	24.00	32113	P08471	00080228	05/07/2013
			Vendor Total:		24.00				
MW OH	UNITED OF OMAHA V007716	3RD INSTALLMENT OF SERP	395083-5161 Health Insurance Premiums	TK0427A	26,257.00	147522	P08473	00080142	04/25/2013
			Vendor Total:		26,257.00				
MW IP	UNITED STATES TREASURY V008925	FID 95-6000763 FORM 941 1ST QT	0010-2110 Federal Income Tax W/H	IJW0418A	590.44	41613A		00080106	04/18/2013
			Vendor Total:		590.44				
MW IP	US BANK CORPORATE PAY	MESH HIGH BACK CHAIR	102533-6301	IJW0418A	323.99	MARCH 13		00080107	04/18/2013
			Vendor Total:		323.99				

User: Teri Knutson

Report: AP: Warrant List - New

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12:07:53 :Time

City of Placentia
Warrant Register
For 04/29/2013

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V005008		Special Department Supplies						
MW IP	US BANK CORPORATE PAY V005008	PRINT CITATION NOTICES	102533-6290 Dept. Contract Services	IJW0418A	62.54	MARCH 13		00080107	04/18/2013
MW IP	US BANK CORPORATE PAY V005008	APPLE ITUNES APPLICATION	422023-6301 Special Department Supplies	IJW0418A	4.99	MARCH 13		00080107	04/18/2013
MW IP	US BANK CORPORATE PAY V005008	CAMERA RENTAL-STATE OF THE	441573-6365 Computer Software	IJW0418A	213.20	MARCH 13		00080107	04/18/2013
Vendor Total:					604.72				
MW IP	US BANK PARS #6746022400 V008781	PARS/ARS P/E 4/13 PD 4/6	0043-2126 Employee PARS/ARS W/H	ITK0411A	9.92	040813		00080076	04/11/2013
MW IP	US BANK PARS #6746022400 V008781	PARS/ARS P/E 4/13 PD 4/6	0043-2131 Employer PARS/ARS Payable	ITK0411A	9.92	040813		00080076	04/11/2013
MW IP	US BANK PARS #6746022400 V008781	PARS/ARS PE 4/13 PD DATE 4/19	0010-2126 Employee PARS/ARS W/H	IJW0418A	767.58	41813L		00080108	04/18/2013
MW IP	US BANK PARS #6746022400 V008781	PARS/ARS PE 4/13 PD DATE 4/19	0043-2131 Employer PARS/ARS Payable	IJW0418A	66.50	41813L		00080108	04/18/2013
MW IP	US BANK PARS #6746022400 V008781	PARS/ARS PE 4/13 PD DATE 4/19	0010-2131 Employer PARS/ARS Payable	IJW0418A	767.58	41813L		00080108	04/18/2013
MW IP	US BANK PARS #6746022400 V008781	PARS/ARS PE 4/13 PD DATE 4/19	0043-2126 Employee PARS/ARS W/H	IJW0418A	66.50	41813L		00080108	04/18/2013
Vendor Total:					1,688.00				
MW OH	VANTAGEPOINT TRANSFER V007191	P/E 04/13/13 PD DATE 04/19/13	0029-2170 Deferred Comp Payable - ICMA	PY13008	7.06	2606/1301008		00080084	04/19/2013
MW OH	VANTAGEPOINT TRANSFER V007191	P/E 04/13/13 PD DATE 04/19/13	0048-2170 Deferred Comp Payable - ICMA	PY13008	10.58	2606/1301008		00080084	04/19/2013
MW OH	VANTAGEPOINT TRANSFER V007191	P/E 04/13/13 PD DATE 04/19/13	0010-2170 Deferred Comp Payable - ICMA	PY13008	464.49	2606/1301008		00080084	04/19/2013
MW OH	VANTAGEPOINT TRANSFER V007191	P/E 04/13/13 PD DATE 04/19/13	0037-2170 Deferred Comp Payable - ICMA	PY13008	17.06	2606/1301008		00080084	04/19/2013
Vendor Total:					499.19				

City of Placentia
Warrant Register
For 04/29/2013

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	VILLEGAS, YAJAIRA V008692	CLASS REFUND	100000-4340 / 79448-4340 Recreation Programs	JW42513A	69.00	86422		00080229	05/07/2013
MW OH	VULCAN MATERIALS COMI PAVING ASPHALT V001102		103652-6301 Special Department Supplies	Vendor Total: TK0427A	69.00 297.74	320977	P07334	00080143	04/25/2013
MW OH	VULCAN MATERIALS COMI PAVING ASPHALT V001102		103652-6301 Special Department Supplies	TK0427A	298.47	320978	P07334	00080143	04/25/2013
MW OH	VULCAN MATERIALS COMI PAVING ASPHALT V001102		103652-6301 Special Department Supplies	TK0427A	132.85	320979	P07334	00080143	04/25/2013
MW OH	WAN, JEREMY V008923	REFUND-LOGO CONTEST	100000-4340 / 79480-4340 Recreation Programs	Vendor Total: JW42513A	729.06 10.00	86451		00080230	05/07/2013
MW OH	WESTERN TRANSIT V008280	MARCH SR. TRANSPORTATION	504315-6401 / 79538-6401 Community Programs	Vendor Total: JW42513A	10.00 3,084.30	2.1929	P07802	00080231	05/07/2013
MW OH	WESTERN TRANSIT V008280	MARCH SR. TRANSPORTATION	194315-6401 / 79538-6401 Community Programs	JW42513A	897.37	2.1929	P07802	00080231	05/07/2013
MW OH	WESTMINSTER PRESS V001125	PRINTING-SUMMER REC BROCHU	104070-6230 Printing & Binding	Vendor Total: JW42513A	3,981.67 4,108.24	0029016-IN	P07788	00080232	05/07/2013
MW OH	WEX BANK V007269	APRIL PD FLEET FUEL	433658-6345 Gasoline & Diesel Fuel	Vendor Total: TK0427A	4,108.24 2,090.96	32773309	P08071	00080144	04/25/2013
MW OH	WIGHTMAN, JUDITH V003797	REFUND-LOGO CONTEST	100000-4340 / 79480-4340 Recreation Programs	Vendor Total: JW42513A	2,090.96 10.00	86450		00080233	05/07/2013
MW OH	WILLDAN ENGINEERING V007112	GIS LAYER OF SEWER PLAN	484376-6120 R & M/Sewer & Storm Drain	Vendor Total: JW42513A	10.00 8,539.61	00512076	P08067	00080234	05/07/2013

City of Placentia
Warrant Register
For 04/29/2013

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	WINCHELL, STEPHEN V008715	CLASS REFUND	100000-4340 / 79448-4340 Recreation Programs	Vendor Total: JW42513A	8,539.61 10.00	86393		00080235	05/07/2013
MW IP	WM CURBSIDE INC V000230	NOV OIL PICK UP	504315-6301 / 20040-6301 Special Department Supplies	Vendor Total: IJW0418A	10.00 140.00	4233	P07863	00080109	04/18/2013
MW IP	WM CURBSIDE INC V000230	FEB OIL PICK UP	504315-6301 / 20040-6301 Special Department Supplies	IJW0418A	140.00	4615	P07863	00080109	04/18/2013
MW IP	YORBA LINDA WATER DIST V001148	MARCH-APRIL WATER CHARGES	431010-6335 Water	Vendor Total: IJW0418A	280.00 634.81	040813		00080110	04/18/2013
MW OH	YORBA LINDA WATER DIST V006633	MARCH SEWER CHARGES	484356-6297 Billing Services	Vendor Total: TK0427A	634.81 250.00	8213		00080145	04/25/2013
				Vendor Total:	250.00				
				Type Total:	1,525,172.18				
				Warrant Total:	1,591,696.48				



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: CITY ADMINISTRATOR
FROM: DIRECTOR OF FINANCE
DATE: MAY 7, 2013
SUBJECT: **JANUARY – MARCH 2013 TREASURER'S REPORTS**

FISCAL
IMPACT: EXPENSE: NONE

SUMMARY:

The Finance Department has prepared Treasurer's Reports, which present the City's investment portfolio for the period January through March 2013. It includes all investments managed by the City and investments held by trustees.

RECOMMENDATION:

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

1. Receive and file the January – March 2013 Treasurer's Reports

DISCUSSION:

Government Code Section 53646 states that the Treasurer or Chief Financial Officer of the City may render a report on investments at least quarterly to the legislative body. The attached Treasurer's Reports presents the City's investment portfolio for the period of January through March 2013. The City Treasurer has reviewed and signed the attached reports.

Reviewed and approved:



Karen Ogawa
Director of Finance

Reviewed and approved:



Troy L. Butzlaff, ICMA-CM
City Administrator

Attachments: January through March 2013 Treasurer's Reports

1.d.
May 7, 2013

City of Placentia

CITY TREASURER'S REPORT

January 2013

Fiscal Year 2012-13



**CITY OF PLACENTIA TREASURER'S REPORT
SUMMARY OF CASH & INVESTMENTS
AS OF JANUARY 31, 2013**

CASH & INVESTMENTS HELD BY CITY				
	Percent of Portfolio	Current Yield	Cost	Market Value
<u>Invested</u>				
Local Agency Investment Fund	89.88%	0.37%	\$ 10,454,931.87	\$ 10,454,931.87
<u>Non-Invested</u>				
Checking Accounts	10.12%		\$ 1,177,530.31	\$ 1,177,530.31
Total Cash & Investments Held by City	100.00%		\$ 11,632,462.18	\$ 11,632,462.18

CASH & INVESTMENTS HELD BY FISCAL AGENT				
	Percent of Portfolio	Current Yield	Cost	Market Value
Money Market Mutual Funds	79.06%	0.20%	\$ 2,048,687.64	\$ 2,048,687.64
Federal Agency Securities	20.94%	5.25%	\$ 542,488.43	\$ 557,000.00
Total Cash & Investments Held by FA	100.00%		\$ 2,591,176.07	\$ 2,605,687.64

TOTAL CASH AND INVESTMENTS	
Cash & Investments Held by City and Fiscal Agent - Market Value	\$ 14,238,149.82

CITY OF PLACENTIA TREASURER'S REPORT

CASH AND INVESTMENT DETAIL - CITY

AS OF JANUARY 31, 2013

HELD BY CITY							
Agency	Investment Description	Coupon Rate	Current Yield	Purchase Date	Maturity Date	Purchase Price	Market Value
CASH:							
Bank of America - General Checking	Account No. 143128-0221	N/A	N/A	Varies	On Demand	\$ 906,000.57	\$ 906,000.57
Wells Fargo - HCD Rehabilitation	Account No. 7001183	N/A	N/A	Varies	On Demand	\$ 154,566.94	\$ 154,566.94
Wells Fargo - HCD Rehabilitation	Account No. 7601008	N/A	N/A	Varies	On Demand	\$ 147.85	\$ 147.85
Bank of America - Workers' Comp	Account No. 143188-0525	N/A	N/A	Varies	On Demand	\$ 93,464.38	\$ 93,464.38
Bank of America - Healthcare	Account No. 143138-0513	N/A	N/A	Varies	On Demand	\$ 23,350.57	\$ 23,350.57
Total Cash						\$ 1,177,530.31	\$ 1,177,530.31
INVESTMENTS:							
Local Agency Investment Fund	City Account No. 98-30-678	N/A	0.38%	Varies	On Demand	\$ 10,454,931.87	\$ 10,454,931.87
TOTAL CASH & INVESTMENTS HELD BY CITY						\$ 11,632,462.18	\$ 11,632,462.18

CITY OF PLACENTIA TREASURER'S REPORT

INVESTMENT DETAIL - HELD BY TRUSTEE

AS OF JANUARY 31, 2013

HELD BY TRUSTEE						
Agency	Investment Description	Coupon Rate	Current Yield	Purchase Date	Maturity Date	Purchase Price
2011 Gas Tax Certificates of Participation						
Wells Fargo	Wells Fargo Money Market	N/A	N/A	Varies	Varies	\$ 483,459.11
2003 Certificate of Participation						
US Bank	US Bank Money Market	N/A	0.20%	Varies	Varies	\$ 677,299.42
2002 Tax Allocation Bond Series A						
US Bank	First American Treasury Fund	N/A	N/A	Varies	Varies	\$ 74,447.14
US Bank	United States Treasury Bonds	2.58%	5.23%	Varies	8/1/2012	\$ 218,164.11
2002 Tax Allocation Bond Series B						
US Bank	First American Treasury Fund	N/A	N/A	Varies	Varies	\$ 108,906.93
US Bank	United States Treasury Bonds	2.58%	5.23%	Varies	8/1/2012	\$ 324,324.32
2009 Subordinate Tax Allocation Notes						
US Bank	First American Treasury Fund	N/A	N/A	Varies	Varies	\$ 265,438.20
2009 Lease Revenue Bond						
US Bank	US Bank Money Market	N/A	0.20%	Varies	Varies	\$ 439,136.84
TOTAL INVESTMENTS HELD BY TRUSTEE						\$ 2,591,176.07
						\$ 2,605,687.64

CITY OF PLACENTIA TREASURER'S REPORT



CASH BALANCES AS OF JANUARY 31, 2013

CITY		
101	General Fund	3,508,166.71
114	Cash Basis Fund	-
115	Economic Uncertainty	500,000.00
201	Utility User Tax	467,606.21
205	State Gas Tax	457,385.30
206	Gas Tax Bond Fund	4,791,678.91
210	Measure M	606,087.77
215	Air Quality Management	190,909.07
225	Asset Seizure	274,373.37
226	Traffic Offender Fund	28,078.43
230	Supplemental Law Enforcement	55,988.99
235	Park Development	66,354.15
240	Sewer Construction	25.44
245	Storm Drain Construction	42,701.15
250	Thoroughfare Construction	37,760.59
255	Underground Utilities	39.68
260	Street Lighting District	(139,573.80)
265	Landscape Maintenance	527,883.34
270	Housing and Community Development	(600.00)
275	Sewer Maintenance	2,009,737.51
280	Miscellaneous Grants	1,954,218.73
401	City Capital Projects	(5,335,351.62)
425	Orangethorpe Corridor	-
501	Refuse Administration	397,389.53
505	CNG Fueling Station	29,888.69
601	Employee Health & Welfare	(749,744.46)
605	Risk Management	973,481.20
610	Equipment Replacement	881.17
615	Information Technology	(197,116.65)
620	Citywide Services	(1,043,154.12)
701	Special Deposits	937,232.89
705	H.C.D. Rehabilitation Loans	10,603.19
710	Alta Vista District 85-1	-
715	Community Facilities District	1,546,349.69
	Sub-Total	<u>11,949,281.06</u>
SUCCESSOR AGENCY TO THE RDA		
207	Housing Authority	(176,970.97)
208	Successor Agency Retirement Fund	(570,833.52)
	Sub-Total	<u>(747,804.49)</u>
105	Pooled Cash (Investments)	<u>(10,455,063.02)</u>
	TOTAL CASH	<u>\$ 746,413.55</u>

CITY OF PLACENTIA TREASURER'S REPORT

CERTIFICATION

AS OF JANUARY 31, 2013

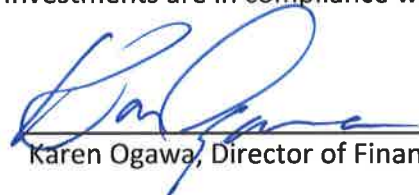
TREASURER'S REPORT

3 Month Projected Cash Requirements (Feb - Apr): \$8,000,000

3 Month Projected Cash Revenues (Feb - Apr): \$12,899,000

In compliance with the California Government Code Section 53646 et seq., I hereby certify that sufficient investment liquidity and anticipated revenues are available to meet the City's expenditure requirements for the next six months and that all investments are in compliance with the City's Investment Policy.

Submitted By:


Karen Ogawa, Director of Finance

Approved By:


Craig Green, City Treasurer



CITY OF PLACENTIA TREASURER'S REPORT

DEFICIT CASH TRANSFERS

AS OF JANUARY 31, 2013

DEFICIT CASH BALANCES

Fund	Deficit Amount	Economic Uncertainty	Gas Tax Bond Fund	Landscape Maintenance	Sewer Maintenance	Misc Grants	Risk Management	Total Funding Source
Street Lighting District	(139,573.80)				\$ 139,573.80			\$ 139,574
City Capital Projects	(5,335,351.62)		\$ 4,791,678.91			\$ 543,672.71		\$ 5,335,352
Employee Health & Welfare	(749,744.46)				\$ 749,744.46			\$ 749,744
Information Technology	(197,116.65)						\$ 197,116.65	\$ 197,117
Citywide Services	(1,043,154.12)				\$ 266,789.00		\$ 776,365.00	\$ 1,043,154
HCD Fund	(600.00)					\$ 600.00		\$ 600
Housing Authority	(176,970.97)							\$ -
Successor Agency	(570,833.52)							\$ -
Total Transfers	(8,213,345.14)	\$ -	\$ 4,791,679	\$ -	\$ 1,156,107	\$ 544,273	\$ 973,482	\$ 7,465,541
Cash Balance Before Transfer		\$ 500,000	\$ 4,791,679	\$ 527,883	\$ 2,009,738	\$ 1,954,219	\$ 973,481	\$ 10,757,000
Cash Available After Transfer		\$ 500,000	\$ -	\$ 527,883	\$ 853,630	\$ 1,409,946	\$ (0)	\$ 3,291,459

City of Placentia

CITY TREASURER'S REPORT

February 2013

Fiscal Year 2012-13



**CITY OF PLACENTIA TREASURER'S REPORT
SUMMARY OF CASH & INVESTMENTS
AS OF FEBRUARY 28, 2013**

CASH & INVESTMENTS HELD BY CITY				
	Percent of Portfolio	Current Yield	Cost	Market Value
<u>Invested</u>				
Local Agency Investment Fund	89.29%	0.37%	\$ 9,454,931.87	\$ 9,454,931.87
<u>Non-Invested</u>				
Checking Accounts	10.71%		\$ 1,133,567.67	\$ 1,133,567.67
Total Cash & Investments Held by City	100.00%		\$ 10,588,499.54	\$ 10,588,499.54

CASH & INVESTMENTS HELD BY FISCAL AGENT				
	Percent of Portfolio	Current Yield	Cost	Market Value
Money Market Mutual Funds	74.86%	0.20%	\$ 1,615,706.41	\$ 1,615,706.41
Federal Agency Securities	25.14%	5.25%	\$ 542,488.43	\$ 556,665.80
Total Cash & Investments Held by FA	100.00%		\$ 2,158,194.84	\$ 2,172,372.21

TOTAL CASH AND INVESTMENTS	
Cash & Investments Held by City and Fiscal Agent - Market Value	\$ 12,760,871.75

CITY OF PLACENTIA TREASURER'S REPORT

CASH AND INVESTMENT DETAIL - CITY

AS OF FEBRUARY 28, 2013

HELD BY CITY							
Agency	Investment Description	Coupon Rate	Current Yield	Purchase Date	Maturity Date	Purchase Price	Market Value
CASH:							
Bank of America - General Checking	Account No. 143128-0221	N/A	N/A	Varies	On Demand	\$ 856,459.94	\$ 856,459.94
Wells Fargo - HCD Rehabilitation	Account No. 7001183	N/A	N/A	Varies	On Demand	\$ 154,566.94	\$ 154,566.94
Wells Fargo - HCD Rehabilitation	Account No. 7601008	N/A	N/A	Varies	On Demand	\$ 147.85	\$ 147.85
Bank of America - Workers' Comp	Account No. 143188-0525	N/A	N/A	Varies	On Demand	\$ 99,810.97	\$ 99,810.97
Bank of America - Healthcare	Account No. 143138-0513	N/A	N/A	Varies	On Demand	\$ 22,581.97	\$ 22,581.97
Total Cash						\$ 1,133,567.67	\$ 1,133,567.67
INVESTMENTS:							
Local Agency Investment Fund	City Account No. 98-30-678	N/A	0.38%	Varies	On Demand	\$ 9,454,931.87	\$ 9,454,931.87
TOTAL CASH & INVESTMENTS HELD BY CITY						\$ 10,588,499.54	\$ 10,588,499.54

CITY OF PLACENTIA TREASURER'S REPORT

INVESTMENT DETAIL - HELD BY TRUSTEE

AS OF FEBRUARY 28, 2013

HELD BY TRUSTEE							
Agency	Investment Description	Coupon Rate	Current Yield	Purchase Date	Maturity Date	Purchase Price	Market Value
2011 Gas Tax Certificates of Participation							
Wells Fargo	Wells Fargo Money Market	N/A	N/A	Varies	Varies	\$ 483,459.12	\$ 483,459.12
2003 Certificate of Participation							
US Bank	US Bank Money Market	N/A	0.20%	Varies	Varies	\$ 677,323.37	\$ 677,323.37
2002 Tax Allocation Bond Series A							
US Bank	First American Treasury Fund	N/A	N/A	Varies	Varies	\$ 6,719.28	\$ 6,719.28
US Bank	United States Treasury Bonds	2.61%	5.26%	Varies	8/1/2013	\$ 218,164.11	\$ 223,865.60
2002 Tax Allocation Bond Series B							
US Bank	First American Treasury Fund	N/A	N/A	Varies	Varies	\$ 9,051.36	\$ 9,051.36
US Bank	United States Treasury Bonds	2.61%	5.26%	Varies	8/1/2013	\$ 324,324.32	\$ 332,800.20
2009 Subordinate Tax Allocation Notes							
US Bank	First American Treasury Fund	N/A	N/A	Varies	Varies	\$ 1.52	\$ 1.52
2009 Lease Revenue Bond							
US Bank	US Bank Money Market	N/A	0.20%	Varies	Varies	\$ 439,151.76	\$ 439,151.76
TOTAL INVESTMENTS HELD BY TRUSTEE						\$ 2,158,194.84	\$ 2,172,372.21

CITY OF PLACENTIA TREASURER'S REPORT



CASH BALANCES AS OF FEBRUARY 28, 2013

CITY		
101	General Fund	2,995,661.82
114	Cash Basis Fund	-
115	Economic Uncertainty	500,000.00
201	Utility User Tax	705,501.43
205	State Gas Tax	457,385.30
206	Gas Tax Bond Fund	4,791,678.91
210	Measure M	606,087.77
215	Air Quality Management	205,152.35
225	Asset Seizure	263,321.92
226	Traffic Offender Fund	29,250.43
230	Supplemental Law Enforcement	55,988.99
235	Park Development	66,354.15
240	Sewer Construction	25.44
245	Storm Drain Construction	42,701.15
250	Thoroughfare Construction	37,760.59
255	Underground Utilities	39.68
260	Street Lighting District	(171,378.55)
265	Landscape Maintenance	497,328.11
270	Housing and Community Development	(600.00)
275	Sewer Maintenance	2,000,171.39
280	Miscellaneous Grants	1,932,071.14
401	City Capital Projects	(5,421,755.27)
425	Orangethorpe Corridor	-
501	Refuse Administration	157,943.22
505	CNG Fueling Station	29,888.69
601	Employee Health & Welfare	(833,981.16)
605	Risk Management	882,918.51
610	Equipment Replacement	881.17
615	Information Technology	(218,583.63)
620	Citywide Services	(1,248,014.79)
701	Special Deposits	859,007.47
705	H.C.D. Rehabilitation Loans	10,716.68
710	Alta Vista District 85-1	-
715	Community Facilities District	1,437,674.69
	Sub-Total	<u>10,671,197.60</u>
SUCCESSOR AGENCY TO THE RDA		
207	Housing Authority	(173,836.89)
208	Successor Agency Retirement Fund	(672,877.77)
	Sub-Total	<u>(846,714.66)</u>
105	Pooled Cash (Investments)	(9,455,061.98)
	TOTAL CASH	<u>\$ 369,420.96</u>

CITY OF PLACENTIA TREASURER'S REPORT
CERTIFICATION
AS OF FEBRUARY 28, 2013

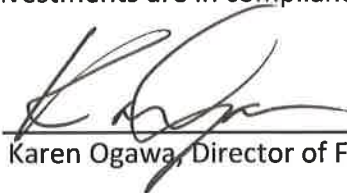
TREASURER'S REPORT

3 Month Projected Cash Requirements (Mar-May): \$15,910,000

3 Month Projected Cash Revenues (Mar - May): \$12,377,000

In compliance with the California Government Code Section 53646 et seq., I hereby certify that sufficient investment liquidity and anticipated revenues are available to meet the City's expenditure requirements for the next six months and that all investments are in compliance with the City's Investment Policy.

Submitted By:


Karen Ogawa, Director of Finance

Approved By:


Craig Green, City Treasurer



CITY OF PLACENTIA TREASURER'S REPORT

DEFICIT CASH TRANSFERS

AS OF FEBRUARY 28, 2013

DEFICIT CASH BALANCES

Fund	Deficit Amount	Economic Uncertainty	Gas Tax Bond Fund	Landscape Maintenance	Sewer Maintenance	Misc Grants	Risk Management	Total Funding Source
Street Lighting District	(171,378.55)				\$ 171,378.55			\$ 171,379
City Capital Projects	(5,421,755.27)		\$ 4,791,678.91			\$ 630,076.36		\$ 5,421,755
Employee Health & Welfare	(833,981.16)				\$ 169,646.28		\$ 664,334.88	\$ 833,981
Information Technology	(218,583.63)						\$ 218,583.63	\$ 218,584
Citywide Services	(1,248,014.79)				\$ 1,248,014.79			\$ 1,248,015
HCD Fund	(600.00)					\$ 600.00		\$ 600
Housing Authority	(173,836.89)							\$ -
Successor Agency	(672,877.77)							\$ -
Total Transfers	(8,741,028.06)							
Cash Balance Before Transfer		\$ -	\$ 4,791,679	\$ -	\$ 1,589,040	\$ 630,676	\$ 882,919	\$ 7,894,313
Cash Available After Transfer		\$ 500,000	\$ 4,791,679	\$ 497,328	\$ 2,000,171	\$ 1,932,071	\$ 882,919	\$ 10,604,168
		\$ 500,000	\$ -	\$ 497,328	\$ 411,132	\$ 1,301,395	\$ -	\$ 2,709,855

City of Placentia

CITY TREASURER'S REPORT

March 2013

Fiscal Year 2012-13



CITY OF PLACENTIA TREASURER'S REPORT
SUMMARY OF CASH & INVESTMENTS
AS OF MARCH 31, 2013

CASH & INVESTMENTS HELD BY CITY				
	Percent of Portfolio	Current Yield	Cost	Market Value
<u>Invested</u>				
Local Agency Investment Fund	74.12%	0.38%	\$ 7,954,931.87	\$ 7,954,931.87
<u>Non-Invested</u>				
Checking Accounts	25.88%		\$ 2,777,294.96	\$ 2,777,294.96
Total Cash & Investments Held by City	100.00%		\$ 10,732,226.83	\$ 10,732,226.83

CASH & INVESTMENTS HELD BY FISCAL AGENT				
	Percent of Portfolio	Current Yield	Cost	Market Value
Money Market Mutual Funds	74.86%	0.20%	\$ 1,615,740.68	\$ 1,615,740.68
Federal Agency Securities	25.14%	5.26%	\$ 542,488.43	\$ 556,866.32
Total Cash & Investments Held by FA	100.00%		\$ 2,158,229.11	\$ 2,172,607.00

TOTAL CASH AND INVESTMENTS	
Cash & Investments Held by City and Fiscal Agent - Market Value	\$ 12,904,833.83

CITY OF PLACENTIA TREASURER'S REPORT

CASH AND INVESTMENT DETAIL - CITY

AS OF MARCH 31, 2013

HELD BY CITY							
Agency	Investment Description	Coupon Rate	Current Yield	Purchase Date	Maturity Date	Purchase Price	Market Value
CASH:							
Bank of America - General Checking	Account No. 143128-0221	N/A	N/A	Varies	On Demand	\$ 2,515,261.19	\$ 2,515,261.19
Wells Fargo - HCD Rehabilitation	Account No. 7001183	N/A	N/A	Varies	On Demand	\$ 154,566.94	\$ 154,566.94
Wells Fargo - HCD Rehabilitation	Account No. 7601008	N/A	N/A	Varies	On Demand	\$ 147.85	\$ 147.85
Bank of America - Workers' Comp	Account No. 143188-0525	N/A	N/A	Varies	On Demand	\$ 89,074.91	\$ 89,074.91
Bank of America - Healthcare	Account No. 143138-0513	N/A	N/A	Varies	On Demand	\$ 18,244.07	\$ 18,244.07
Total Cash						\$ 2,777,294.96	\$ 2,777,294.96
INVESTMENTS:							
Local Agency Investment Fund	City Account No. 98-30-678	N/A	0.38%	Varies	On Demand	\$ 7,954,931.87	\$ 7,954,931.87
TOTAL CASH & INVESTMENTS HELD BY CITY						\$ 10,732,226.83	\$ 10,732,226.83

CITY OF PLACENTIA TREASURER'S REPORT
INVESTMENT DETAIL - HELD BY TRUSTEE
AS OF MARCH 31, 2013

HELD BY TRUSTEE							
Agency	Investment Description	Coupon Rate	Current Yield	Purchase Date	Maturity Date	Purchase Price	Market Value
2011 Gas Tax Certificates of Participation							
Wells Fargo	Wells Fargo Money Market	N/A	N/A	Varies	Varies	\$ 483,459.13	\$ 483,459.13
2003 Certificate of Participation							
US Bank	US Bank Money Market	N/A	0.20%	Varies	Varies	\$ 677,344.15	\$ 677,344.15
2002 Tax Allocation Bond Series A							
US Bank	First American Treasury Fund	N/A	N/A	Varies	Varies	\$ 6,719.28	\$ 6,719.28
US Bank	United States Treasury Bonds	2.61%	5.26%	Varies	8/1/2013	\$ 218,164.11	\$ 223,946.24
2002 Tax Allocation Bond Series B							
US Bank	First American Treasury Fund	N/A	N/A	Varies	Varies	\$ 9,051.36	\$ 9,051.36
US Bank	United States Treasury Bonds	2.61%	5.26%	Varies	8/1/2013	\$ 324,324.32	\$ 332,920.08
2009 Subordinate Tax Allocation Notes							
US Bank	First American Treasury Fund	N/A	N/A	Varies	Varies	\$ 1.52	\$ 1.52
2009 Lease Revenue Bond							
US Bank	US Bank Money Market	N/A	0.20%	Varies	Varies	\$ 439,165.24	\$ 439,165.24
TOTAL INVESTMENTS HELD BY TRUSTEE						\$ 2,158,229.11	\$ 2,172,607.00

CITY OF PLACENTIA TREASURER'S REPORT



CASH BALANCES AS OF MARCH 31, 2013

CITY		
101	General Fund	1,974,218.29
114	Cash Basis Fund	-
115	Economic Uncertainty	500,000.00
201	Utility User Tax	942,743.80
205	State Gas Tax	595,747.61
206	Gas Tax Bond Fund	4,791,678.91
210	Measure M	680,845.37
215	Air Quality Management	205,152.35
225	Asset Seizure	391,900.31
226	Traffic Offender Fund	29,822.43
230	Supplemental Law Enforcement	55,988.99
235	Park Development	66,354.15
240	Sewer Construction	25.44
245	Storm Drain Construction	42,701.15
250	Thoroughfare Construction	37,760.59
255	Underground Utilities	39.68
260	Street Lighting District	(199,239.17)
265	Landscape Maintenance	493,353.41
270	Housing and Community Development	(14,950.00)
275	Sewer Maintenance	2,020,996.57
280	Miscellaneous Grants	2,120,943.53
401	City Capital Projects	(5,931,268.01)
425	Orangethorpe Corridor	-
501	Refuse Administration	293,342.09
505	CNG Fueling Station	29,888.69
601	Employee Health & Welfare	(915,008.37)
605	Risk Management	849,157.48
610	Equipment Replacement	36,447.27
615	Information Technology	(220,665.18)
620	Citywide Services	(1,353,854.28)
701	Special Deposits	846,947.98
705	H.C.D. Rehabilitation Loans	10,830.17
710	Alta Vista District 85-1	-
715	Community Facilities District	1,421,344.01
	Sub-Total	9,803,245.26
SUCCESSOR AGENCY TO THE RDA		
207	Housing Authority	(170,613.62)
208	Successor Agency Retirement Fund	(805,465.77)
	Sub-Total	(976,079.39)
105	Pooled Cash (Investments)	(7,955,060.93)
	TOTAL CASH	\$ 872,104.94

CITY OF PLACENTIA TREASURER'S REPORT

CERTIFICATION
AS OF MARCH 31, 2013

TREASURER'S REPORT

3 Month Projected Cash Requirements (Mar-May): \$18,019,000

3 Month Projected Cash Revenues (Mar - May): \$12,310,000

In compliance with the California Government Code Section 53646 et seq., I hereby certify that sufficient investment liquidity and anticipated revenues are available to meet the City's expenditure requirements for the next six months and that all investments are in compliance with the City's Investment Policy.

Submitted By:


Karen Ogawa, Director of Finance

Approved By:


Craig Green, City Treasurer

CITY OF PLACENTIA TREASURER'S REPORT

DEFICIT CASH TRANSFERS

AS OF MARCH 31, 2013



DEFICIT CASH BALANCES

Fund	Deficit Amount	Economic Uncertainty	Gas Tax Fund	Bond Fund	Landscape Maintenance	Sewer Maintenance	Misc Grants	Risk Management	Total Funding Source
Street Lighting District	(199,239.17)				\$199,239.17				\$ 199,239
City Capital Projects	(5,931,268.01)		\$ 4,791,678.91				\$1,139,589.10		\$ 5,931,268
Employee Health & Welfare	(915,008.37)					\$ 65,850.89		\$ 849,157.48	\$ 915,008
Information Technology	(220,665.18)					\$ 220,665.18			\$ 220,665
Citywide Services	(1,353,854.28)					\$1,353,854.28			\$ 1,353,854
HCD Fund	(14,950.00)						\$ 14,950.00		\$ 14,950
Housing Authority	(170,613.62)				NO FUNDING SOURCE AVAILABLE				\$ -
Successor Agency	(805,465.77)				NO FUNDING SOURCE AVAILABLE				\$ -
Total Transfers	(9,611,064.40)	\$ -	\$ 4,791,679	\$ 199,239	\$ 1,640,370	\$ 1,154,539	\$ 849,157	\$ 8,634,985	
Cash Balance Before Transfer		\$ 500,000	\$ 4,791,679	\$ 493,353	\$ 2,020,997	\$ 2,120,944	\$ 849,157	\$10,776,130	
Cash Available After Transfer		\$ 500,000	\$ -	\$ 294,114	\$ 380,626	\$ 966,404	\$ -	\$ 2,141,145	



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: MAY 7, 2013

SUBJECT: **APPROVAL OF PLANS AND SPECIFICATIONS AND AWARD OF CONSTRUCTION TO SULLY-MILLER CONTRACTING COMPANY FOR THE VALENCIA AVENUE REHABILITATION PROJECT, AND APPROVE CONSTRUCTION MANAGEMENT SERVICES WITH HARRIS & ASSOCIATES**

FISCAL

IMPACT: EXPENSE: \$696,478.04
OFFSETTING REVENUE: \$318,000 STATE PROPOSITION 1B FUNDING
& \$378,478.04 MEASURE M FAIR SHARE FUNDS
BUDGETED: \$636,000 (ACCOUNT NO.:333552-6185 J/L 61034)

SUMMARY:

The City of Placentia has been approved by Orange County Transportation Authority (OCTA) to use State Proposition 1B State-Local Partnership Program (SLPP) funds on the Valencia Avenue Rehabilitation Project. OCTA distributed \$21 million dollars of remaining SLPP funds among 35 Orange County agencies with a minimum of \$318,000 disbursed to each agency. This action will approve plans and specifications and award a contract to Sully-Miller Contracting Company, in an amount of \$538,731.70 to provide street improvements along Valencia Avenue from Yorba Linda Boulevard to the North City limits, as well as approve an agreement for construction management services with Harris & Associates in an amount not to exceed \$50,000.

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Approve plans prepared by GHD Incorporated and specifications prepared by the City of Placentia dated February 12, 2013, for the Valencia Avenue Rehabilitation Project, and
2. Award construction contract to the lowest responsive and responsible bidder, Sully-Miller Contracting Company, in a formed approved by the City Attorney, for an amount not to exceed \$538,731.70, and
3. Reject all other bids, and

1.e.

May 7, 2013

4. Authorize the City Administrator, or his designee, to approve construction change orders pursuant to the requirements set forth in the construction contract and in an aggregate amount not to exceed 20% of the project construction, and
5. Approve construction management services contract, in a form approved by the City Attorney, with Harris & Associates for time and materials in an amount not to exceed \$50,000, and
6. Authorize the City Administrator to execute contract documents on behalf of the City, in a form approved by the City Attorney.

DISCUSSION:

OCTA distributed \$21 million dollars of remaining SLPP funds among 35 Orange County agencies, with a minimum of \$318,000 disbursed to each agency. As a result of all design, engineering, and right of way issues needing to be completed and a project ready to list for construction by December 30, 2012 the Valencia Avenue Rehabilitation Project was selected to use the SLPP funds.

The Valencia Avenue Rehabilitation Project will begin at Yorba Linda Boulevard and end at the north City limits. The work includes pavement rehabilitation, grinding, and rubberized asphalt overlay, concrete repairs, and ADA curb ramps.

A copy of the plans and specifications is available for review in the Engineering Division.

This project was advertised on February 21st and February 28th. Bids for construction were received on March 26th, 2013. The bid summary is as follows:

CONTRACTOR	BID
Sully-Miller Contracting Company	\$538,731.70
All American Asphalt	\$553,000.00
RJ Noble Company	\$559,802.75
Palp Inc. dba Exel Paving	\$734,779.30
Horizons Construction	\$833,593.20

Sully-Miller Contracting Company, which is based in Brea, California, has been performing this type of work since 1923. Their proposal, references, and qualifications have been reviewed and approved by the City Engineer. The construction period is scheduled for 120 working-days which will begin once all contract documents have been executed and a notice to proceed has been issued. An expected start date for construction is set for early June 2013.

Several consultant firms were solicited to provide contract administration, construction observation, labor compliance, material testing, and quality assurance functions in order to ensure adequate project management oversight and compliance with all grant funding requirements. The two firms listed below responded to the Request For Proposal. Proposals were received from Onward Engineering and Harris & Associates. After careful review, the proposal most beneficial to the City was submitted by Harris & Associates for reconstruction and rehabilitation of Valencia Avenue. Harris & Associates has significant experience working on street rehabilitation projects that involve large construction contractors.

FISCAL IMPACT:

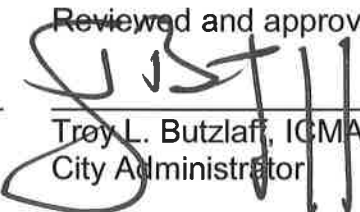
This project is budgeted in the Fiscal Year 2012-13 Capital Improvement Program. Staff proposes to use \$318,000 of SLPP Funds and \$351,500 of Measure M Local Fairshare Funds required for the minimum local 50% match.

Prepared by:



Steve Drinovsky
Director of Public Works

Reviewed and approved:



Troy L. Butzlaff, ICMA-CM
City Administrator

Attachments: As Stated

AGREEMENT

VALENCIA AVENUE REHABILITATION PROJECT

THIS AGREEMENT is made and entered into this 7th day of May, 2013, by and between the CITY OF PLACENTIA, a Charter City and Municipal Corporation, hereinafter referred to as "City" and Sully-Miller Contracting Company, a California Corporation, hereinafter referred to as "Contractor". City and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties".

WITNESSETH:

That for and in consideration of the promises and agreements hereinafter made and exchanged, City and Contractor agree as follows:

1. General Conditions

Contractor certifies and agrees that all the terms, conditions, and obligations of the Agreement Documents as hereinafter defined, the location of the job site, and the conditions under which the work is to be performed have been thoroughly reviewed, and enters into this Agreement based upon Contractor's investigation of all such matters and is in no way relying upon City's opinions or representations. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by City, it shall immediately inform City of this and shall not proceed with further work under this Agreement until written instructions are received from the City.

The Parties agree that this Agreement represents the entire agreement between the Parties. The Agreement Documents are defined as and include the Notice to Contractors and Invitation for Bids, the Instructions to Bidders, the Contract Documents, the Contractor's Proposal, the General Provisions, the Special Provisions, the Specifications and Drawings, any of the other Contract Documents and all addenda issued by City with respect to the foregoing prior to the opening of bids. The Parties agree that the Agreement Documents are each incorporated into this Agreement by reference, with the same force and effect as if the same were set forth at length herein, and that Contractor and its subcontractors, if any, will be and are bound by any and all of the Agreement Documents insofar as they relate in any part or in any way, directly or indirectly, to the work covered by this Agreement.

"Project" as used herein defines the entire scope of the work covered by all the Agreement Documents. Anything mentioned in the Specifications and not indicated in the Drawings, or indicated in the Drawings and not mentioned in the Specifications, shall be of like effect as if indicated and mentioned in both. In case of discrepancy in the Drawings or Specifications, the matter shall be immediately submitted to the City's Public Works Director, without whose decision Contractor shall not adjust the discrepancy save only at Contractor's

own risk and expense. The decision of the Public Works Director shall be final.

2. Materials and Labor

Contractor shall furnish, under the conditions expressed in the Agreement Documents, at Contractor's own expense, all labor and materials necessary, except such as are mentioned in the Specifications to be furnished by City, to construct and complete the Project, in good workmanlike and substantial order. If Contractor fails to pay for labor or materials when due, City may settle such claims by making demand upon the surety to this Agreement. In the event of the failure or refusal of the surety to satisfy said claims, City may settle them directly and deduct the amount of payments from the Agreement price and any amounts due to Contractor. In the event City receives a stop notice from any laborer or material supplier alleging non-payment by Contractor, City shall be entitled to deduct all of its costs and expenses incurred relating thereto, including but not limited to administrative and legal fees. Nothing in this Agreement shall be deemed to limit the legal and/or equitable remedies available to City.

3. Project

The Project is described as:

**CITY PROJECT NO. 61034
VALENCIA AVENUE REHABILITATION PROJECT.**

4. Plans and Specifications

The work to be done is shown in a set of Drawings and Specifications entitled:

VALENCIA AVENUE REHABILITATION PROJECT

The Drawings and Specifications and any revisions and amendments of addenda thereto are incorporated herein as part of this Agreement and referred to by reference.

5. Time of Commencement and Completion

Contractor agrees to commence the Project on the date set forth in the "Notice to Proceed" sent by City and shall diligently prosecute the work to completion within **one hundred twenty (120)** working days from the date of the "Notice to Proceed" issued by City excluding delays caused or authorized by City as set forth in §§ 8, 9, and 10 hereof.



Contractor Initials

City Initials

6. Legal Relationship between the Parties

A. The legal relationship between the Parties hereto is that of an independent contractor, and nothing herein shall be deemed to make Contractor a City employee. During the performance of this Agreement, Contractor and its officers, employees, agents, and subcontractors shall act in an independent capacity and shall not act as City officers, employees, or agents. The personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, agents, or subcontractors shall have control over the conduct of Contractor or any of its officers, employees, or agents, except as set forth in this Agreement. Contractor, its officers, employees, agents, or subcontractors shall not maintain an office or any other type of fixed business location at City's offices.

B. Contractor shall not incur or have the power to incur any debt, obligation, or liability against City, or bind City in any manner.

C. No City benefits shall be available to Contractor, its officers, employees, agents, or subcontractors in connection with any performance under this Agreement. Except for fees paid to Contractor as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Contractor for the performance of Services under this Agreement. City shall not be liable for compensation or indemnification to Contractor, its officers, employees, agents, or subcontractors for injury or sickness arising out of performing Services hereunder.

7. Time is of the Essence

Time is of the essence of this Agreement. As required by the Agreement Documents, Contractor shall prepare and obtain approval of all shop drawings, details and samples, and do all other things necessary and incidental to the prosecution of Contractor's work in conformance with an approved construction progress schedule. Contractor shall coordinate the work covered by this Agreement with that of all other contractors, subcontractors and City, in a manner that will facilitate the efficient completion of the entire work in accordance with § 5 herein. City shall have complete control of the premises on which the work is to be performed and shall have the right to decide the time or order in which the various portions of the work shall be installed or the priority of the work of other subcontractors, and, in general, all matters representing the timely and orderly conduct of the work of Contractor on the premises.

8. Excusable Delays

Contractor shall be excused for any delay in the prosecution or completion

of the Project caused by acts of God; inclement weather which exceeds the number of calendar days estimated by City and set forth in § 5 hereof; damages caused by fire or other casualty for which Contractor is not responsible; any act, neglect, or default of City; failure of City to make timely payments to Contractor; late delivery of materials required by this Agreement to be furnished by City; combined action of the workers in no way caused by or resulting from default or collusion on the part of Contractor; a lockout by City; or any other delays reasonably unforeseen by Contractor and beyond Contractor's reasonable control.

City shall extend the time fixed in § 5 for completion of the project by the number of days Contractor has thus been delayed, provided that Contractor presents a written request to City for such time extension within fifteen (15) days of the commencement of such delay and City finds that the delay is justified. City's decision will be conclusive on the Parties to this Agreement. Failure to file such request within the time allowed shall be deemed a waiver of the claim by Contractor.

No claims by Contractor for additional compensation or damages for delays will be allowed unless Contractor satisfies City that such delays were unavoidable and not the result of any action or inaction of Contractor and that Contractor took all available measures to mitigate such damages.

9. Extra Work

The Agreement price as set forth in § 13, includes compensation for all work performed by Contractor, unless Contractor obtains a written change order signed by City Engineer or Director of Public Works specifying the exact nature of the extra work and the amount of extra compensation to be paid as more particularly set forth in § 10 hereof.

City shall extend the time fixed in § 5 for completion of the project by the number of days reasonably required for Contractor to perform the extra work, as determined by the City Engineer. The decision of the City Engineer shall be final.

10. Changes in Project

- A. City may at any time, without notice to any surety, by written order designated or indicated to be a change order, make any change in the work within the general scope of this Agreement, including but not limited to changes:
1. In the Drawings and Specifications;
 2. In the time, or in the method or manner of performance of the work;
 3. In City-furnished facilities, equipment, materials, services, or site; or
 4. Directing acceleration in the performance of the work.

- B. A change order shall also be any other written order (including direction, instruction, interpretation, or determination) from City which causes any change, provided Contractor gives City written notice stating the date, circumstances, and source of the order and that Contractor regards the order as a change order.
- C. Except as provided in this section, no order, statement, or conduct of City or its representatives shall be treated as a change under this section or entitle Contractor to an equitable adjustment.
- D. If any change under this section causes an increase or decrease in Contractor's actual direct cost or the time required to perform any part of the work under this Agreement, whether or not changed by any order, City shall make an equitable adjustment and modify this Agreement in writing. Except for claims based on defective specifications, no claim for any change under paragraph (B) above shall be allowed for any costs incurred more than 20 days before Contractor gives written notice as required in paragraph (B). In the case of defective specifications for which City is responsible, the equitable adjustment shall include any increased direct cost Contractor reasonably incurs in attempting to comply with those defective specifications.
- E. If Contractor intends to assert a claim for an equitable adjustment under this section, it must, within 15 days after receipt of a written change order under paragraph (A) or the furnishing of a written notice under paragraph (B), submit a written statement to City setting forth the general nature and monetary extent of such claim. City may extend the 15-day period. Any such extension shall be valid only if in writing. Contractor may include the statement of claim in the notice under paragraph (B) of this section.
- F. No claim by Contractor for an equitable adjustment shall be allowed if made after final payment under this Agreement.
- G. Contractor hereby agrees to make any and all changes, furnish the materials, and perform the work that City may require without nullifying this Agreement. Contractor shall adhere strictly to the Drawings and Specifications unless a change therefrom is authorized in writing by City. Under no condition shall Contractor make any changes to the project, either in additions or deductions, without the written order of City, and City shall not pay for any extra charges made by

Contractor that have not been agreed upon in advance in writing by City. Contractor shall submit immediately to City written copies of its firm's cost or credit proposal for any change in the work. Disputed work shall be performed as ordered in writing by City and the proper cost or credit breakdowns therefore shall be submitted without delay by Contractor to City.

11. Ownership of Documents

The documents and study materials for this project shall become the property of City upon the termination or completion of the work. Contractor agrees to furnish to City copies of all memoranda, correspondence, computation, and study materials in its files pertaining to the work described in this Agreement, which is requested in writing by City.

12. Liquidated Damages for Delay

The Parties agree that if the total work called for under this Agreement, in all parts and requirements, is not completed within the time specified in § 5 plus the allowance made for delays or extensions authorized under §§ 8, 9, and 10, City will sustain damage, which would be extremely difficult and impracticable to ascertain. The Parties therefore agree that Contractor shall pay to City the sum of Five Hundred Dollars (\$500.00) per day, as liquidated damages, and not as a penalty, for each and every calendar day during which completion of the project is so delayed. The Parties agree that if the interim completion requirements are not reached within the time specified in the Drawings and Specifications, plus the allowances made for delays and extensions under the terms of this Agreement, Contractor shall pay City the sum of Five Hundred Dollars (\$500.00) per day, as liquidated damages, and not as a penalty for each day of delay in reaching the interim completion date(s). Contractor agrees to pay such liquidated damages and further agrees that City may offset the amount of liquidated damages from any monies due or that may become due Contractor under this Agreement.

13. Agreement Price and Method of Payment

City agrees to pay and Contractor agrees to accept as full consideration for the faithful performance of this Agreement, subject to any subsequent additions or deductions as provided in approved change orders, the sum of **\$538,731.70, (Five Hundred Thirty-Eight Thousand Seven Hundred Thirty-One Dollars and Seventy Cents)** as itemized in Contractor's Proposal attached as Exhibit "A" hereto.

Within thirty (30) days from the commencement of work and the receipt by City of Contractor's invoice, there shall be paid to Contractor a sum equal to ninety percent (90%) of the value of the actual work completed plus a like percentage of the value of material suitably stored at the worksite or approved storage yards subject to or under the control of City, since the commencement of

the work as determined by City.

Thereafter, Contractor may submit monthly statements requesting payment based upon the value of the work completed and materials used. The monthly statements must include a detailed breakdown of all work completed and materials used during the period covered by the statement, as may be required by City. Upon approval of such payment request by City, payment shall be made to Contractor for ninety-five percent (95%) of the work completed and materials used. City shall retain five percent (5%) of the amount of each such progress estimate and material cost until the Final Payment.

Payments shall be made on demands drawn in the manner required by law, accompanied by a certificate signed by the City's Public Works Director, stating that the work for which payment is demanded has been performed in accordance with the terms of this Agreement and that the amount stated in the certificate is due under the terms of this Agreement. Partial payments on the Agreement price shall not be considered as an acceptance of any part of the work.

The City may withhold all or part of any progress payments to such extent as may be necessary to protect the City from losses on account of:

- A. Defective work not remedied;
- B. Claims filed or reasonable evidence indicating probable filing of claims;
- C. Failure of the Contractor to make payments properly to subcontractors for material or labor;
- D. A reasonable doubt that the contract can be completed for the balance then paid;
- E. Damage to another Contractor; and/or
- F. Default of the Contractor in the performance of the terms and/or conditions of the Contract.

Any subcontractor, material supplier, or workman, or anyone else having any claim against the Contractor for or on account of work done or material furnished for the performance of the work provided for hereunder, may give notice of said claim and of the amount thereof to the City, who may, but shall not be obliged to, thereupon withhold any and all payments due or to become due thereafter to the Contractor until said claims are adjusted and paid. The provisions of this article shall not lessen or diminish, but shall be in addition to, the right or duty of the City to withhold any payments under the provisions of the laws of the State of California requiring the withholding of sums due to the Contractor.

14. Substitution of Securities in Lieu of Retention of Funds

Pursuant to Public Contract Code § 22300, *et seq.*, Contractor shall be entitled to post approved securities with City or an approved financial institution

in order to have City release funds retained by City to insure performance of this Agreement. Contractor shall be required to execute an addendum to this Agreement together with escrow instructions and any other documents in order to effect this substitution.

15. Completion

Within ten (10) days after the Agreement completion date of the project, Contractor shall file with the City's City Engineer its affidavit stating that all workers and persons employed, all firms supplying materials, and all subcontractors upon the project have been paid in full, and that there are no claims outstanding against the project for either labor or material, except those certain items, if any, to be set forth in an affidavit covering disputed claims, or items in connection with Stop Notices which have been filed under the provisions of the statutes of the State of California. City may require affidavits or certificates of payment and/or releases from any subcontractor, laborer, or material supplier.

16. Contractor's Employees Compensation

A. General Prevailing Rate:

City has ascertained from the State of California Director of Industrial Relations, the general prevailing rate of per diem wages and the general prevailing rate for legal holiday and overtime work in the locality in which the work is to be performed for each craft or type of work needed to execute this Agreement, and copies of the same are on file in the City Public Works Director's office. Contractor agrees that no less than these prevailing rates shall be paid to workers employed on this public works contract as required by California Labor Code § 1774. If both Federal and State wage rates are otherwise applicable, then the higher of the two shall prevail.

B. Forfeiture for Violation:

Contractor shall, as a penalty to City, forfeit fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid (either by Contractor or any subcontractor under it) less than the prevailing rate of per diem wages as set by the Director of Industrial Relations, in accordance with California Labor Code §§ 1770 through 1780 for the work provided for in this Agreement, all in accordance with California Labor Code § 1775.

C. Apprentices:

California Labor Code §§ 1777.5, 1777.6, and 1777.7, regarding the employment of apprentices are applicable to this Agreement and Contractor shall comply therewith if the prime contract involves thirty thousand dollars (\$30,000.00) or more, twenty (20) working days or more, or if contracts of specialty contractors not bidding for work through the general or prime contractor are two thousand dollars (\$2,000.00) or more or five (5) working days or more.

D. Workday:

In the performance of this Agreement, not more than eight (8) hours shall constitute a day's work, and Contractor shall not require more than eight (8) hours of labor in a day from any person employed by him hereunder except as provided in paragraph (B) above. Contractor shall conform to California Labor Code § 1810, *et seq.*, and shall forfeit to City as a penalty, the sum of twenty-five dollars (\$25.00) for each worker employed in the execution of work pursuant to this Agreement by Contractor or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one calendar day and forty (40) hours in any one week in violation of such provision. Contractor shall keep an accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by Contractor in connection with this Project.

E. Record of Wages; Inspection:

Contractor agrees to maintain accurate payroll records showing the name, address, social security number, work classification, straight-time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by it in connection with the Project and agrees to require that each of its subcontractors does the same. All payroll records shall be certified as accurate by the applicable Contractor or subcontractor or its agent having authority over such matters. Contractor further agrees that its payroll records and those of its subcontractors shall be available to the employee or employee's representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards and shall comply with California Labor Code § 1776, *et seq.*

17. Surety Bonds

Contractor shall, before entering upon the performance of this Agreement

furnish bonds approved by City's Attorney; one in the amount of One Hundred Percent (100%) percent of the contract price bid to guarantee the faithful performance of the work, and the other in the amount of One Hundred Percent (100%) of the contract price bid to guarantee payment of all claims for labor and materials furnished. This Contract shall not become effective until such bonds are supplied to and approved by City. Bonds must be issued by a surety authorized by the State Insurance Commissioner to do business in California. The labor and material bond shall be maintained by Contractor in full force and effect until the work has been completed and accepted by City and all claims for labor and material have been paid. The performance bond shall remain in full force and effect through the warranty period. All bonds required to be submitted relating to this Agreement must comply with California Code of Civil Procedure § 995.630. Each bond shall be executed in the name of the surety insurer, under penalty of perjury, or the fact of execution of each bond shall be duly acknowledged before an officer authorized to take and certify acknowledgements, and either one of the following conditions shall be satisfied:

- A. A copy of the transcript or record of the unrevoked appointment, power of attorney, by-laws, or other instrument, duly certified by the proper authority and attested by the seal of the insurer entitling or authorizing the person who executed the bond to do so for and on behalf of the insurer, is on file in the Office of the County Clerk of the County of Orange; or
- B. A copy of a valid power of attorney is attached to the bond.

18. Insurance

- A. Contractor is aware of the provisions of California Labor Code § 3700 that requires every employer to be insured against liability for workers' compensation or undertake self-insurance in accordance with the provisions of that Code and will comply with such provisions before commencing the performance of the work of this Agreement.

Contractor, prior to commencing work, shall sign and file with CITY a certification as follows:

"I am aware of the provisions of § 3700 of the California 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 Agreement."

- B. Contractor and all subcontractors shall carry workers' compensation insurance for the protection of their respective employees during the progress of the work. The insurer shall

waive its rights of subrogation against City, its officers, agents, and employees and shall issue an endorsement certificate to the policy evidencing same.

- C. Contractor agrees that it shall, at all times during the term of this Agreement, carry on all operations hereunder, comprehensive or commercial general liability insurance, including bodily injury, death, and property damage, and automotive operations. All insurance coverage of the above-required types, shall be in amounts specified by City in the Insurance Requirements, set forth in Subparagraph E below, and in the Bid Documents, and shall be evidenced by the issuance of a certificate in a form prescribed by City and shall be underwritten by insurance companies satisfactory to City for all operations, subcontract work, contractual obligations, product or completed operations, all owned vehicles and non-owned vehicles. All insurance coverage obtained by Contractor, excepting workers' compensation coverage, shall name City, its City Council Members, Officers, Agents, Employees, Engineers, and Contractors for this Agreement, as determined by City, as additional insured by endorsement to the policies.
- D. Before Contractor performs any work at, or prepares or delivers materials to, the site of construction, Contractor shall furnish certificates of insurance evidencing the foregoing insurance coverages and such certificates shall provide the name and policy number of each carrier and policy and that the insurance is in force and will not be canceled without thirty (30) days' written notice to City.
- E. Contractor shall maintain all of the foregoing insurance coverages in force until the work under this Agreement is fully completed. The requirement for carrying the foregoing insurance shall not derogate from the provisions for indemnification of City by Contractor under § 19 of this Agreement. Notwithstanding nor diminishing the obligations of Contractor with respect to the foregoing, Contractor shall subscribe for and maintain in full force and effect during the life of this Agreement, the following insurance in amounts not less than the amounts specified and issued by a company admitted in California and having an A.M. Best's Guide Rating of "A-" Class VII or better. City recognizes that State Compensation Insurance Fund has withdrawn from participation in the A.M. Best's Rating Guide process. Nevertheless, City will accept State Compensation Insurance Fund for the required policy of worker's compensation insurance, subject to City's option, at any time during the term

of this Contract, to require a change in insurer upon twenty (20) days written notice. Further, City will require Contractor to substitute any insurer whose rating drops below the levels herein specified. The substitution shall occur within twenty (20) days of written notice to Contractor, by City or its agent.

Contractor shall maintain the following insurance:

1. Workers' Compensation, in accordance with the Workers' Compensation Act of the State of California in at least the minimum amounts required by law.
2. Public Liability in the form of either Comprehensive General Liability or Commercial General Liability written on a per occurrence basis in the amount of either: \$1,000,000 Combined Single Limit, per occurrence for bodily injury, death, and property damage; or \$1,000,000 per occurrence with \$1,000,000 aggregate for bodily injury, death, and property damage; or \$1,000,000 aggregate, separate for this project for bodily injury, death and property damage
3. Automobile Liability, including non-owned and hired vehicles in the amount of \$1,000,000 combined single limit per occurrence.

City or its representatives shall at all times have the right to inspect and receive the original or a certified copy of all said policies of insurance, including certificates and endorsements. Contractor shall pay the premiums on the insurance hereinabove required.

19. Indemnity

Contractor agrees to save, indemnify, and keep City, its Council Members, Officers, Agents, Employees, Engineers, and Contractors for this Agreement, harmless against any and all liability, claims, judgments, costs, and demands, including demands arising from injuries or death of persons (Contractor's employees included) and damage to property, arising directly or indirectly out of the obligations herein undertaken or out of the operations conducted by Contractor, save and except claims or litigation arising through the negligence or willful misconduct of City and will make good to and reimburse City for any expenditures, including reasonable attorneys' fees, City may incur by reason of such matters, and if requested by City, will defend any such suits at the sole cost and expense of Contractor. Contractor further agrees to promptly pay any judgment rendered against the Contractor or City covering such liability, claims, costs, and demands arising out of the obligations herein undertaken or out of the operations conducted by Contractor.

In the event Contractor or its insurer refuses or fails to provide a legal defense to City after receiving written notice of the legal action and a tender and demand for defense, City shall have the right to select counsel of its own choice to represent all City's interests. Contractor agrees that the amount of legal costs and expenses including attorneys' fees may be withheld by City from any

Agreement amounts due and owing to Contractor until such time as a final determination is made as to the responsibility for payment of the fees and costs.

20. Termination

- A. City may terminate this Agreement for its convenience at any time, in whole or in part, without cause, by giving Contractor written notice thereof.
- B. City may terminate this Agreement for Contractor's default if a federal or state proceeding for the relief of debtors is undertaken by or against Contractor, or if Contractor makes an assignment for the benefit of creditors, or if Contractor breaches any term(s) or violates any provision(s) of this Agreement and does not cure such breach or violation within ten (10) calendar days after written notice thereof by City. Contractor shall be liable for any and all reasonable costs incurred by City as a result of such default including, but limited to, reprocurement costs of the same or similar services defaulted by Contractor under this Agreement.
- C. If City terminates this Agreement, an equitable adjustment in the price provided for in this Agreement shall be made, but (1) no amount shall be allowed for unperformed services or work, or for anticipated profit on unperformed services or other work, and (2) any payment due to Contractor at the time of termination may be adjusted to cover any additional costs to City because of Contractor's default. The equitable adjustment shall include a reasonable profit for services or other work performed, but no adjustment will be allowed for anticipated profits. The equitable adjustment for any termination shall provide for payment to Contractor for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by Contractor relating to commitments which had become firm prior to the termination. Thereafter Contractor shall have no further claims against City under this Agreement.
- D. Upon receipt of a termination notice, Contractor shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by Contractor in performing this Agreement whether completed or in process.
- E. Upon termination, City may take over the work and may award

another party an agreement to complete the work under this Agreement.

21. Waiver

Any waiver by the Parties of any default or breach of any covenant, condition, or term contained in this Agreement, shall not be construed to be a waiver of any subsequent or other default or breach, nor shall failure by the Parties to require exact, full, and complete compliance with any of the covenants, conditions, or terms contained in this Agreement be construed as changing the terms of this Agreement in any manner or preventing the Parties from enforcing the full provisions hereof.

22. Notices

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, delivered or sent by electronic transmission, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) three (3) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by electronic transmission. Any notice, request, demand, direction, or other communication sent by electronic transmission must be confirmed within forty-eight (48) hours by letter mailed or delivered. Notices or other communications shall be addressed as follows:

If to City: City of Placentia
401 East Chapman Avenue
Placentia, CA 92870
Attention: City Engineer

If to Contractor: Sully-Miller Contracting Co.
135 S. State College Blvd., #400
Brea, CA 92821
Attention: ~~Mr. Frank Dudley~~
Mr. Gary Downey

Either Party may, by written notice to the other, designate a different address, which shall be substituted for that specified above.

23. Licenses and Qualifications

Contractor represents and warrants to City that it has obtained all licenses, permits, qualifications, and approvals of whatever nature that is legally required to practice its profession. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit or approval which is legally required for Contractor to perform its professional duties under this Agreement.

24. Warranty

Contractor agrees to perform all work under this Agreement in accordance with City's designs, drawings, and specifications.

Contractor guarantees for a period of at least one (1) year from the date of substantial completion with beneficial occupancy of the work as mutually agreed by the Parties or the date of acceptance of the project as completed by City, that the completed work is free from all defects due to faulty materials, equipment, or workmanship and that it shall promptly make whatever adjustments or corrections which may be necessary to cure any defects, including repairs of any damage to other parts of the system resulting from such defects. City shall promptly give notice to Contractor of observed defects. In the event that Contractor fails to make adjustments, repairs, corrections, or other work made necessary by such defects, City may do so and charge Contractor the cost incurred. The performance bond shall remain in full force and effect through the guarantee period.

Contractor's obligations under this clause are in addition to Contractor's other express or implied assurances under this Agreement or state law and in no way diminish any other rights that City may have against the Contractor for faulty materials, equipment, or work.

25. Assignments

No assignment by Contractor of this Agreement or any part hereof, or of funds to be received hereunder, will be recognized by City unless such assignment has had prior written approval and consent of City and the surety.

26. Successors in Interest

This Agreement shall be binding upon and ensure to the benefit of the Parties' successors and assignees.

27. Compliance with Law

Contractor certifies by the execution of this Agreement that it pays employees not less than the minimum wage as defined by law, and that it does not discriminate in its employment with regard to race, color, religion, sex, or national origin; that Contractor is in compliance with all federal and state laws, local directives, and executive orders regarding non-discrimination in employment; and that Contractor agrees to demonstrate positively and aggressively the principle of equal opportunity in employment.

28. Jurisdiction

This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This

Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be employed in interpreting this Agreement, all Parties having been represented by counsel in the negotiation and preparation hereof. Any litigation concerning this Agreement shall take place in the Municipal, Superior, or Federal District Court, as appropriate, with jurisdiction over the City of Placentia.

29. Dispute Resolution

City and Contractor shall comply with the provisions of California Public Contracts Code § 20104, *et seq.*, regarding resolution of construction claims for any claims, which arise between City and Contractor.

30. Safety and Health

Contractor acknowledges the provisions of California Labor Code § 6400, *et seq.*, which requires that employers shall furnish employment and a place of employment that is safe and healthful for all employees working therein. City shall have the authority to enter the worksite at any time for the purpose of identifying the existence of conditions, either actual or threatened that may present a danger or hazard to any and all employees. In the event City identifies the existence of any condition that presents an actual or threatened danger or hazard to any or all employees at the worksite, City is hereby authorized to order the immediate abatement of that actual or threatened condition pursuant to this section. City may also, at its sole authority and discretion, issue an immediate stop work order to Contractor to ensure that no employee working at the worksite is exposed to a dangerous or hazardous condition. Any stop work order issued by City to Contractor in accordance with the provisions of this section, shall not give rise to any claim or cause of action for delay damages by Contractor or Contractor's agents or subcontractors against City.

31. Agreement Execution Authorization

Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this Agreement and that such execution is binding upon the entity for which he or she is executing this document.

32. Entire Agreement

This Agreement constitutes the entire understanding and agreement of the Parties hereto and supersedes all previous negotiations, discussions, and agreements between the Parties with respect to the subject matter hereof. No parol evidence shall be permitted to contradict or vary the terms of this Agreement.

33. Severability

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be invalid under the applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the reminder of that provision, or the remaining provisions of this Agreement.

34. Conflicts

To the extent that there is any conflict between the provisions of this Agreement and the City's Request for Proposals, the Contractor's Proposal and/or any of the other Agreement Documents, the terms and conditions of this IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first hereinabove written.

CITY OF PLACENTIA

By: _____
Troy L. Butzlaff, City Administrator

ATTEST:

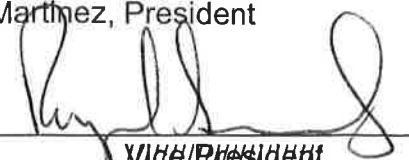
By: _____
Patrick J. Melia, City Clerk

APPROVED AS TO FORM:

By: _____
Andrew V. Arczynski,
City Attorney

Sully-Miller Contracting Company

By: 
David Martinez, President

By: 
~~Vice President~~

Raymond Sanchez, Assistant Secretary

**CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into this 7th day of May, 2013, by and between the City of Placentia, a Municipal Corporation and Charter City (hereinafter referred to as "CITY") and Harris & Associates, corporation, (hereinafter referred to as "CONSULTANT").

A. Recitals.

(i) CITY has heretofore issued its Request for Proposal pertaining to the performance of professional services with respect to the construction management and inspection services related to the Valencia Avenue Rehabilitation Project. ("Project" hereinafter), a full, true and correct copy of which is attached hereto as Exhibit "A" and by this reference made a part hereof.

(ii) CONSULTANT has now submitted its proposal for the performance of such services, a full, true and correct copy of said proposal is attached hereto as Exhibit "B" and by this reference made a part hereof.

(iii) CITY desires to retain CONSULTANT to perform professional services necessary to render advice and assistance to CITY with regard to the Project.

(iv) CONSULTANT represents that it is qualified to perform such services and is willing to perform such professional services as hereinafter defined.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein it is agreed by and between CITY and CONSULTANT as follows:

B. Agreement.

1. Definitions: The following definitions shall apply to the following terms, except where the context of this Agreement otherwise requires:

(a) Administrator: The City Administrator of CITY or his or her designee.

(b) Project: Construction Management and Inspection Services for the Valencia Avenue Rehabilitation Project as described in Exhibit "A" hereto including, but not limited to, the preparation of all requisite maps, surveys, reports, plans, models, computer files, and documents, the presentation, both oral and in writing, of such maps, surveys, reports, plans, models, computer files, and documents to CITY as required and attendance at any and all work sessions, public hearings and other meetings conducted by CITY with respect to the Project.

(c) Services: Such professional services as are necessary to be performed by CONSULTANT in order to complete the Project.

(d) Completion of Project: The date of completion of all phases of the Project, including any and all maps, surveys, reports, plans, models, computer files, and documents, the presentation, both oral and in writing, of such maps, surveys, reports, plans, models, computer files, and documents regarding the final approval of the Project as set forth in Schedule of Performance in Exhibit "A" and "B" hereto.

2. CONSULTANT Services: (a) CONSULTANT shall forthwith undertake and complete the Project in accordance with Exhibits "A" and "B" hereto and all in accordance with Federal, State and CITY statutes, regulations, ordinances and guidelines, all to the reasonable satisfaction of CITY. CONSULTANT is bound by the contents of CITY's Request for Proposal, Exhibit "A" hereto and incorporated herein by this reference, and the contents of the proposal submitted by CONSULTANT, Exhibit "B" hereto. In the event of conflict, the provisions of CITY's Request for Proposals and this Agreement shall take precedence over those contained in CONSULTANT's proposals.

(b) CONSULTANT shall supply copies of all requisite maps, surveys, reports, plans, models, computer files, and documents (hereinafter collectively referred to as "Documents") including all supplemental technical documents, as described in Exhibits "A" and "B" to CITY within the time specified in Exhibit "A". Copies of the Documents shall be in such numbers as are required by Exhibit "A". CITY may thereafter review and forward to CONSULTANT comments regarding said Documents and CONSULTANT shall thereafter make such revisions to said Documents as are deemed necessary. CITY shall receive revised Documents in such form and in the quantities determined necessary by CITY. The time limits set forth pursuant to this Section B.2.(b) may be extended upon prior written approval of CITY.

(c) CONSULTANT shall, at CONSULTANT's sole cost and expense, secure and hire such other persons as may, in the opinion of CONSULTANT, be necessary to comply with the terms of this Agreement. In the event any such other persons are retained by CONSULTANT, CONSULTANT hereby warrants that such persons shall be fully qualified to perform services required hereunder. CONSULTANT further agrees that no subcontractor shall be retained by CONSULTANT except upon the prior written approval of CITY.

3. Payment for Services: (a) To pay CONSULTANT a maximum sum of \$49,714.00 for the performance of the services required hereunder. This sum shall cover the cost of all staff time and all other direct and indirect costs or fees, including the work of employees, consultants and subcontractors to CONSULTANT. Payment to CONSULTANT, by CITY, shall be made in accordance with the schedule set forth below.

(b) Payments to CONSULTANT shall be made by CITY in accordance with the invoices submitted by CONSULTANT, on a monthly basis, and such invoices shall be

paid within a reasonable time after said invoices are received by CITY. All charges shall be in accordance with CONSULTANT's proposal either with respect to hourly rates or lump sum amounts for individual tasks. In no event, however, will said invoices exceed 95% of individual task totals described in Exhibits "A" and "B".

(c) CONSULTANT agrees that, in no event, shall CITY be required to pay to CONSULTANT any sum in excess of 95% of the maximum payable hereunder prior to receipt by CITY of all final Documents, together with all supplemental technical documents, as described herein, acceptable in form and content to CITY. Final payment shall be made not later than 60 days after presentation of final Documents and acceptance thereof by CITY.

(d) Additional services: Payment for additional services requested, in writing, by CITY, and not included in CONSULTANT's proposal as set forth in Exhibit "B" shall be paid on a reimbursement basis in accordance with the fee schedule set forth in said Exhibit "B." Any additional services must be approved, in advance, in writing, by the Administrator. Charges for additional services shall be invoiced on a monthly basis and shall be paid by CITY within a reasonable time after said invoices are received by CITY.

4. CITY Assistance to CONSULTANT: CITY agrees to provide to CONSULTANT:

(a) Information and assistance as set forth in Exhibit "A" hereto.

(b) Photographically reproducible copies of maps and other information, if available, which CONSULTANT considers necessary in order to complete the Project.

(c) Such information as is generally available from CITY files applicable to the Project.

(d) Assistance, if necessary, in obtaining information from other governmental agencies and/or private parties. However, it shall be CONSULTANT's responsibility to make all initial contact with respect to the gathering of such information.

5. Records and Documents: (a) CONSULTANT shall maintain complete and accurate records with respect to time, sales, costs, expenses, receipts and other such information required by CITY that relate to the performance of services under this Agreement. CONSULTANT shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible to the Administrator. CONSULTANT shall provide free access to the Administrator at reasonable times to such books and records; shall give CITY the right to examine and audit said books and records; shall permit CITY to make transcripts therefrom as necessary; and shall allow the inspection of all work, data, documents, proceedings, payroll documents, and activities related to this Agreement.

Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original Documents notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of CITY and may be used, reused, or otherwise disposed of by CITY without the permission of CONSULTANT. With respect to computer files, CONSULTANT shall make available to CITY, at the CONSULTANT'S office and upon reasonable written request by CITY, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

6. Suspension or Termination: (a) CITY may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon CONSULTANT at least ten (10) days prior written notice. Upon receipt of said notice, CONSULTANT shall immediately cease all work under this Agreement, unless the notice provides otherwise. If CITY suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, CITY shall pay to CONSULTANT the actual value of the work performed up to the time of termination, provided that the work performed is of value to CITY. Upon termination of the Agreement pursuant to this Section, CONSULTANT will submit an invoice to the CITY pursuant to Section 3 and shall provide to CITY any and all Documents, whether in draft or final form, prepared by CONSULTANT as of the date of termination. CONSULTANT may not terminate this Agreement except for cause.

7. Default of CONSULTANT: (a) CONSULTANT's failure to comply with the provisions of this Agreement shall constitute a default. In the event CONSULTANT is in default for cause under the terms of this Agreement, CITY shall have no obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and CITY may terminate this Agreement immediately by written notice to CONSULTANT. If such failure by CONSULTANT to make progress in the performance of work hereunder arises out of causes beyond CONSULTANT's control, and without fault or negligence of CONSULTANT, the same shall not be considered a default.

(b) If the Administrator CONSULTANT is in default in the performance of any of the terms or conditions of this Agreement, the Administrator shall cause to be served upon CONSULTANT written notice of default. CONSULTANT shall have ten (10) calendar days after service of said notice in which to cure the default by rendering satisfactory performance. In the event that CONSULTANT fails to cure its default within such period of time, 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.

8. Notices and Designated Representatives: Any and all notices, demands, invoices and written communications between the parties hereto shall be addressed as set forth in this Section 8. The below-named individuals, furthermore, shall be those persons primarily responsible for the performance by the parties under this Agreement:

To City: City of Placentia
401 E. Chapman Ave.
Placentia, California 92870-6101
Attention: City Administrator

To Consultant: Harris & Associates
34 Executive Park, Suite 150
Irvine, CA 92614-4705
Attention: Brett Barnett, PE, CCM

Any such notices, demands, invoices and written communications, by mail, shall be deemed to have been received by the addressee forty-eight (48) hours after deposit thereof in the United States mail, postage prepaid and properly addressed as set forth above.

9. Insurance: (a) CONSULTANT shall neither commence work under this Agreement until it has obtained all insurance required hereunder in a company or companies acceptable to CITY nor shall CONSULTANT allow any subcontractor to commence work on a subcontract until all insurance required of the subcontractor has been obtained. CONSULTANT shall take out and maintain at all time during the term of this Agreement policies of insurance as required by Exhibit "C," attached hereto and by this reference herein incorporated.

(b) Minimum insurance limits shall be as specified in the Request for Proposals, Exhibit "A."

(c) In addition to the requirements of Exhibit "C," and prior to commencing work on the Project, CONSULTANT shall furnish to CITY a certificate of insurance as proof that it has taken out full workers' compensation insurance for all persons whom CONSULTANT may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California.

(d) In accordance with the provisions of California Labor Code Section 3700, every employer shall secure the payment of compensation to his employees. CONSULTANT prior to commencing work, shall sign and file with CITY a certification as follows:

“I am aware of the provisions of § 3700 of the California 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 Agreement.”

(c) CONSULTANT acknowledges and agrees that any actual or alleged failure on the part of CITY to inform CONSULTANT of non-compliance with any insurance requirement in no way imposes any additional obligations on CITY nor does it waive any rights hereunder in this or any other regard.

(f) CONSULTANT may effect for its own account insurance not required under this Agreement.

10. Indemnification: CONSULTANT shall defend, indemnify and save harmless CITY, its elected and appointed officials, officers, agents and employees (“Indemnitees”), from all liability from loss, damage or injury to persons or property, including the payment by CONSULTANT of any and all legal costs and attorneys’ fees, in any manner arising out of the acts and/or omissions of CONSULTANT pursuant to this Agreement, including, but not limited to, all consequential damages, to the maximum extent permitted by law. In furtherance thereof, CONSULTANT agrees as follows:

(a) Indemnification for Professional Liability. Where the law establishes a professional standard of care for CONSULTANT’s services, to the fullest extent permitted by law, CONSULTANT shall defend, indemnify, protect and hold harmless the Indemnitees from and against any and all claims, charges, complaints, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, including but not limited to the extent same are caused or contributed to in whole or in part whether actual or threatened which relate to or arise out of any act, omission, occurrence, condition, event, transaction, or thing which was done, occurred, or omitted to be done (“Claims”), by CONSULTANT, its officers, agents, employees or subcontractors (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement without regard to whether such Claims arise under federal, state, or local constitutions, statutes, rules or regulations, or the common law. With respect to the design of public improvements, CONSULTANT shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit “A” without the written consent of CONSULTANT.

(b) Indemnification for Other Than Professional Liability. In addition to indemnification related to the performance of professional services and to the full extent permitted by law, CONSULTANT shall further indemnify, protect, defend and hold harmless the Indemnitees from and against any liability (including Claims) where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in

part, the performance of this Agreement by CONSULTANT or by any individual or entity for which CONSULTANT is legally liable, including but not limited to officers, agents, employees or subcontractors of CONSULTANT.

(c) **General Indemnification Provisions.** CONSULTANT agrees to obtain executed indemnity agreements which indemnify, protect, defend and hold harmless the Indemnitees from liability, with provisions identical to those set forth here in this Section 9 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required, this failure shall be a material breach of this Agreement, and Consultant agrees to be fully responsible according to the terms of this entire Section 10. CITY shall have no obligation to ensure compliance with this Section by CONSULTANT and failure to do so will in no way act as a waiver. This obligation to indemnify and defend is binding on the successors, assigns or heirs of Consultant, and shall survive the termination of this Agreement or this Section.

(d) **Obligation to Defend.** It shall be the sole responsibility and duty of CONSULTANT to fully pay for and indemnify the Indemnitees for the costs of defense, including but not limited to attorneys' fees and costs, for all Claims against CITY and the Indemnitees, whether covered or uncovered by CONSULTANT's insurance, against the CITY and/or the Indemnitees which arise out of any type of omission or error, negligent or wrongful act, of CONSULTANT, its officers, agents, employees, or subcontractors. CITY shall have the right to select defense counsel.

11. Assignment: No assignment of this Agreement or of any part or obligation of performance hereunder shall be made, either in whole or in part, nor any monies due hereunder, by CONSULTANT without the prior written consent of CITY.

12. Licenses/Certifications: At all times during the term of this Agreement, CONSULTANT shall keep and maintain, in full force and effect, all licenses or certifications required of CONSULTANT by law for the performance of the services described in this Agreement.

13. Legal Responsibilities: (a) **Legal Requirements.** CONSULTANT shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. CONSULTANT shall at all times observe and comply with all such laws and regulations. Neither CITY, nor its elected or appointed officers, employees or agents shall be liable at law or in equity occasioned by failure of CONSULTANT to comply with this Section.

(b) **Non-liability of City Officers and Employees.** No elected or appointed officer, official, employee or agent of CITY shall be personally liable to CONSULTANT, or any successor-in-interest, in the event of any default or breach by

CITY or for any amount which may become due to CONSULTANT or to its successor, or for breach of any obligation of the terms of this Agreement.

(c) Undue Influence. CONSULTANT declares and warrants that no undue influence or pressure is used against or in concert with any elected or appointed officer, official, employee or agent of CITY in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No elected or appointed officer, official, employee or agent of CITY will receive compensation, directly or indirectly, from CONSULTANT, or from any officer, employee or agent of CONSULTANT, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling CITY to any and all remedies at law or in equity.

(d) No Benefit to Employees. No elected or appointed officer, official, employee or agent of CITY, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure, or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

(e) Nondiscrimination. In connection with its performance under this Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, marital status, ancestry, or national origin. CONSULTANT shall ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, age, marital status, ancestry, or national origin. 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, or selection for training, including apprenticeship.

14. Patent/Copyright: (a) To the fullest extent permissible under law, and in lieu of any other warranty by CITY or CONSULTANT against patent or copyright infringement, statutory or otherwise, it is agreed that CONSULTANT shall defend at its expense any claim or suit against CITY on account of any allegation that any item furnished under this Agreement, or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and CONSULTANT shall pay all costs and damages finally awarded in any such suit or claim, provided that CONSULTANT is promptly notified in writing of the suit or claim and given authority, information and assistance at CONSULTANT'S expense for the defense of same, and provided such suit or claim arises out of, pertains to, or is related to the negligence, recklessness or willful misconduct of CONSULTANT. However, CONSULTANT will not indemnify CITY if the suit or claim results from: (1) CITY's alteration of a deliverable, such that CITY's alteration of such deliverable created the infringement upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by CONSULTANT

when it is such use in combination which infringes upon an existing U.S. letters patent or copyright.

(b) CONSULTANT shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof and CONSULTANT shall not be obligated to indemnify CITY under any settlement made without CONSULTANT's consent or in the event CITY fails to cooperate in the defense of any suit or claim, provided, however, that such defense shall be at CONSULTANT's expense. If the use or sale of such item is enjoined as a result of the suit or claim, CONSULTANT, at no expense to CITY, shall obtain for CITY the right to use and sell the item, or shall substitute an equivalent item acceptable to CITY and extend this patent and copyright indemnity thereto.

15. Release of Information/Conflict of Interest: (a) All information gained by CONSULTANT in performance of this Agreement shall be considered confidential and shall not be released by CONSULTANT without CITY's prior written authorization. CONSULTANT, its officers, employees, agents, or subconsultants, shall not, without written authorization from the Administrator or unless requested by CITY's City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the CITY. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives CITY notice of such court order or subpoena.

(b) CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the CITY. CITY retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding. CONSULTANT agrees to cooperate fully with CITY and to provide the opportunity to review any response to discovery requests provided by Consultant. However, CITY's right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

16. Damages: In the event CONSULTANT fails to submit to CITY the completed Project, together with all documents and supplemental material required hereunder, in public hearing form to the reasonable satisfaction of CITY, within the time set forth herein, or as may be extended by written consent of the parties hereto, CONSULTANT shall pay to CITY, as liquidated damages and not as a penalty, the sum of zero dollars (\$0) per day for each day CONSULTANT is in default, which sum represents a reasonable endeavor by the parties hereto to estimate a fair compensation for the foreseeable losses that might result from such a default in performance by CONSULTANT, and due to the difficulty which would otherwise occur in establishing actual damages resulting from such default, unless said default is caused by CITY or by acts of God, acts of the public enemy, fire, floods, epidemics, or quarantine restrictions.

17. Independent Contractor: The Parties hereto agree that CONSULTANT and its employers, officers and agents are independent contractors under this Agreement and shall not be construed for any purpose to be employees of CITY.

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

19. Attorneys' Fees: In the event any legal proceeding is instituted to enforce any term or provision of the Agreement, the prevailing party in said legal proceeding shall be entitled to recover attorneys' fees and costs from the opposing party in an amount determined by the court to be reasonable.

20. Authority to Execute: The person or persons executing this Agreement on behalf of CONSULTANT warrant(s) and represent(s) that he/she has the authority to execute this Agreement on behalf of CONSULTANT and has the authority to bind CONSULTANT to the performance of CONSULTANT's obligations hereunder.

21. Entire Agreement: This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any party which is not embodied herein nor any other agreement, statement, or promise not contained in this Agreement shall be valid and binding. Any modification of this Agreement shall be effective only if it is in writing signed by all parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above:

CITY OF PLACENTIA

By: _____
Troy L. Butzlaff, City Administrator

ATTEST:

By: _____
Patrick J. Melia, City Clerk

APPROVED AS TO FORM:

By: _____
Andrew V. Arczynski,
City Attorney

By 

By Brett BARNETT, VP



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: MAY 7, 2013

SUBJECT: APPROVE COOPERATIVE AGREEMENT FOR PROJECT NO. 174-46013 BETWEEN THE CITY OF PLACENTIA, CITY OF FULLERTON AND CITY OF ANAHEIM FOR THE PLACENTIA AVENUE CORRIDOR PROJECT REGIONAL TRAFFIC SIGNAL SYNCHRONIZATION PROGRAM

FISCAL

IMPACT: EXPENSE: \$43,200 LOCAL MATCH
OFFSETTING REVENUE: AIR QUALITY MANAGEMENT DISTRICT (AB 2766 FUNDS)
BUDGETED: \$43,200 (ACCOUNT NO.: 333552-6185 J/L 61098)

SUMMARY:

The Orange County Transportation Authority (OCTA) combined the Signal Improvement Program funds from Measure M with matching funds from Proposition 1B to create the Traffic Light Synchronization Program (TSLP). OCTA requires a Cooperative Agreement be signed between the cooperating cities, which include Placentia, Fullerton and Anaheim. The cooperative agreement outlines the cities responsibilities related to construction and implementation of the Placentia Avenue Corridor Project. In addition to signal synchronization timing development and implementation, the City will be receiving four new upgraded controllers and switches for improved traffic signal communications. An allocation for central system software and equipment at City Hall is also included. This action will approve a Cooperative Agreement between the cities of Placentia, Fullerton and Anaheim for implementation of the project.

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Approve the attached Cooperative Agreement for Project No. 174-46013 between the City of Placentia, City of Fullerton and City of Anaheim for the implementation of the Placentia Avenue Corridor Project funded as part of the Measure M2 Regional Traffic Signal Synchronization Program (Project P), and
2. Authorize the Mayor to execute the Cooperative Agreement on behalf of the City.

1.f.

May 7, 2013

DISCUSSION:

OCTA considers coordinating traffic signals across jurisdictional boundaries a major component in enhancing countywide traffic flow and reducing congestion. The OCTA, City of Fullerton, City of Placentia and City of Anaheim have determined the Placentia Avenue Corridor TLSP Project to be a corridor in Orange County worth consideration for Measure M2 funding. The traffic corridors considered for funding are reviewed for high traffic volumes and the measurable benefit of interagency signal synchronization through cooperative time-based coordination. On December 20, 2011, the Placentia City Council approved a resolution of support that was included with the project application and considered for approval by the OCTA Board.

The project will include approximately nineteen traffic signals along Placentia Avenue. The City of Placentia has nine signals between Bastanchury Road and Palm Drive and Fender Avenue and Via Burton/La Jolla Avenue that will be upgraded. The project will include Primary Implementation in the first year and eligible Ongoing Signal Synchronization Maintenance and Operation through the balance of the three-year project period. The total grant amount is \$475,000 of which \$216,000 is allocated for the City of Placentia. A 20% local match, in the amount of \$43,200, is required by OCTA.

FISCAL IMPACT:

As a result of the project improving traffic flow and helping to reduce emissions, Staff proposes the use of available AB 2766 funding from the Air Quality Management District to fund the \$43,200 local match.

Submitted by:



Steve Drinovsky
Director of Public Works

Reviewed and approved:



Troy L. Butzlaff, ICMA-CM
City Administrator

Attachments: Cooperative Agreement

1 **COOPERATIVE AGREEMENT**
2 **FOR PROJECT No. 174-46013**
3 **BY AND BETWEEN**
4 **THE CITY OF FULLERTON**
5 **AND**
6 **THE CITIES OF PLACENTIA AND ANAHEIM**
7 **FOR THE**
8 **PLACENTIA AVENUE CORRIDOR PROJECT**
9 **REGIONAL TRAFFIC SIGNAL SYNCHRONIZATION PROGRAM**

10
11 **THIS COOPERATIVE AGREEMENT** is effective this _____ day of _____,
12 2013, by and between the City of Fullerton, hereinafter referred to as “FULLERTON”, the City of
13 Placentia and the City of Anaheim, hereinafter jointly referred to as “AGENCIES” or severally as
14 “AGENCY”. Collectively, FULLERTON and AGENCIES may be referred to as the “PARTIES” or
15 individually as a “PARTY”.

16 **RECITALS**

17 **WHEREAS**, the Measure M2 Regional Traffic Signal Synchronization Program (RTSSP) targets
18 over 2,000 signalized intersections across Orange County to maintain traffic signal synchronization,
19 improve traffic flow, and reduce congestion across jurisdictions; and

20 **WHEREAS**, FULLERTON and AGENCIES are committed to implementing multi-jurisdictional
21 signal synchronization to enhance countywide traffic flow and reducing congestion; and

22 **WHEREAS**, the Orange County Transportation Authority (OCTA) approved funding for the
23 Placentia Avenue Corridor Project, hereinafter referred to as “PROJECT”; and

24 **WHEREAS**, FULLERTON and AGENCIES will provide matching funds as required by the
25 Orange County Comprehensive Transportation Funding Programs; and

26 **WHEREAS**, FULLERTON agrees to act as the lead agency for design, construction and
27 management of PROJECT; and

1 **WHEREAS**, the PROJECT will include approximately nineteen (19) traffic signals along Placentia
2 Avenue, between Bastanchury Road and State College Boulevard, and located in the Cities of Fullerton,
3 Placentia, and Anaheim; and

4 **WHEREAS**, the PROJECT Scope of Work includes the procurement, construction/installation of,
5 traffic signal controller and cabinet upgrades at selected locations, new traffic surveillance cameras, signal
6 system detection and communication upgrades, and central system upgrades at the respective Traffic
7 Management Centers; and

8 **WHEREAS**, the PROJECT Scope of Work also includes development, implementation and fine-
9 tuning of coordination signal timing plans for various peak periods, and the ongoing monitoring and
10 maintenance of the coordinated signal system's operation, including signal timing coordination and system
11 communication/detection upkeep, for two years; and

12 **WHEREAS**, FULLERTON agrees to work with AGENCIES to coordinate the inclusion of other
13 traffic control elements that must be installed at the same time as the construction of the PROJECT that are
14 NOT a part of the PROJECT Scope of Work and will be the responsibility of AGENCIES and any of those
15 traffic control elements during the course of the PROJECT; and

16 **WHEREAS**, FULLERTON and the AGENCIES acknowledge that other RTSSP corridor projects
17 are currently underway or completed which intersect the Placentia Avenue Corridor Project, and that these
18 other RTSSP corridor timing operations must be incorporated into the design and completion of this
19 PROJECT; and

20 **WHEREAS**, this Cooperative Agreement (AGREEMENT) defines the roles, specific terms,
21 conditions and responsibilities between FULLERTON and AGENCIES;

22 **AGREEMENT**

23 **NOW THEREFORE**, it is mutually understood and agreed by FULLERTON and AGENCIES as
24 follows:

25 **ARTICLE 1. COMPLETE AGREEMENT**

26 This AGREEMENT, including all exhibits and documents incorporated herein and made applicable
27 by reference, constitutes the complete and exclusive statement of the terms and conditions of the agreement

between FULLERTON and AGENCIES concerning the PROJECT and supersedes all prior representations, understandings and communications between the parties. The above-referenced Recitals are true and correct and are incorporated by reference herein.

ARTICLE 2. RESPONSIBILITIES OF FULLERTON

FULLERTON agrees to the following responsibilities:

1. FULLERTON shall serve as lead agency for design, construction and construction management of PROJECT and shall provide oversight by establishing PROJECT milestones and overseeing the PROJECT development to ensure that all standards and requirements set forth by the AGREEMENT are adhered to.

2. FULLERTON shall be responsible for completing the PROJECT in accordance with the funding guidelines and any and all other federal, state, and the OCTA requirements related to these funding programs.

3. FULLERTON shall provide staff, consultants, and contractors deemed necessary and appropriate to manage, administer, coordinate, and oversee engineering design and construction management of the PROJECT.

4. The budget for the PROJECT is Four Hundred Seventy-Five Thousand Dollars (\$475,000). A total of Three Hundred Eighty Thousand Dollars (\$380,000) is funded by the OCTA Project P/Regional Traffic Signal Synchronization Program. Minimum project matching funds of 20 percent amount to Ninety-Five Thousand Dollars (\$95,000). FULLERTON'S share of match amounts to Forty-Six Thousand Eight Hundred Dollars (\$46,800), including up to \$6,500 of in-kind services. Documentation of FULLERTON'S in-kind services, such as for construction inspection services, shall meet OCTA Comprehensive Transportation Funding Program (CTFP) Guidelines.

5. FULLERTON shall maintain coordination with AGENCIES for the PROJECT.

6. FULLERTON shall coordinate construction activity within AGENCIES and provide schedule of construction activity within AGENCIES.

7. FULLERTON shall collect all data necessary for the analysis and optimization of traffic signal timing along the PROJECT corridor.

8. FULLERTON shall develop new timing plans optimized for traffic signal synchronization.

9. FULLERTON shall provide on-site support to implement the timing plans as necessary. Timing plans are subject to AGENCIES' review and approval.

10. FULLERTON shall provide the new timing plans developed for the PROJECT and all relevant data required for the signal timing analysis to AGENCIES upon request.

ARTICLE 3. RESPONSIBILITIES OF AGENCIES

AGENCIES agree to the following responsibilities:

1. AGENCIES shall remit to FULLERTON within thirty (30) days of receipt of an acceptable invoice the matching funds as required by the Orange County Comprehensive Transportation Funding Programs. AGENCIES' minimum 20 percent project match amounts to Forty-Eight Thousand Two Hundred Dollars (\$48,200). Details of AGENCIES' minimum match breakdown, based approximately on the number of project traffic signals and construction activity per grant application, is as follows:

- City of Placentia – Forty-Three Thousand Two Hundred Dollars (\$43,200), including up to \$6,100 of in-kind services;
 - City of Anaheim – Five Thousand Dollars (\$5,000), including up to \$700 of in-kind services;
- Documentation of AGENCIES' in-kind services, such as for construction inspection services, shall meet OCTA Comprehensive Transportation Funding Program (CTFP) Guidelines.

2. At no cost to FULLERTON, AGENCIES shall provide FULLERTON with current intersection, local field master and/or central system timing plans and related data no later than thirty (30) days subsequent to the execution of this AGREEMENT, and updates as they occur within seven (7) days of the event.

3. At no cost to FULLERTON, AGENCIES shall provide to FULLERTON appropriate documents to utilize in the design and construction of infrastructure required to implement the desired coordinated and synchronized system and operations no later than thirty (30) days subsequent to the execution of this AGREEMENT, and updates as they occur within seven (7) days of the event.

4. AGENCIES shall waive all costs and fees related to any and all AGENCIES required encroachment and inspection permits for the construction phase of the PROJECT.

1 5. At no cost to FULLERTON, AGENCIES' Construction Inspectors shall oversee all construction
2 work done in their jurisdiction.

3 6. At no cost to FULLERTON, AGENCIES shall provide the required maintenance related to the
4 PROJECT's signal and communications equipment.

5 7. At no cost to FULLERTON, AGENCIES shall be responsible for coordinating the construction
6 and/or installation of traffic control elements and other items that are NOT a part of the PROJECT Scope
7 of Work but, by necessity, must be built concurrent with the PROJECT.

8 **ARTICLE 4. MUTUAL RESPONSIBILITIES OF THE PARTIES**

9 The PARTIES agree to the following mutual responsibilities:

10 1. The PARTIES shall cooperate and coordinate their staff, contractors, consultants, in providing
11 the services and responsibilities required under this AGREEMENT to the extent practicable with respect to
12 the performance of the PROJECT.

13 2. The PARTIES agree to work together in good faith, using reasonable efforts to resolve any
14 unforeseen issues and disputes arising out of the performance of this AGREEMENT.

15 3. This AGREEMENT may only be modified or amended upon written mutual consent of all
16 PARTIES. All modifications, amendments, changes and revisions of this AGREEMENT in whole or in
17 part, and from time to time, shall be binding upon the PARTIES, so long as the same shall be in writing
18 and executed by the PARTIES.

19 4. This AGREEMENT shall be governed by all applicable federal, state and local laws. The
20 PARTIES warrant that in the performance of this AGREEMENT, each shall comply with all applicable
21 federal, state and local laws, statutes and ordinances and all lawful orders, rules and regulations
22 promulgated there under.

23 5. Each PARTY agrees to defend, indemnify and hold harmless the other PARTY, their officers,
24 agents, elected officials and employees from all liability, claims, losses and demands, including defense
25 costs and reasonable attorneys' fees, whether resulting from court action or otherwise, arising out of the
26 negligent acts or omissions of the defending PARTY, its officers, agents, or employees, in the performance
27 of this AGREEMENT. When negligent acts or omissions of one PARTY are directed by another PARTY,

the PARTY directing the negligent acts or omissions shall owe this defense and indemnity obligation to the PARTY following the directions. The provisions of this paragraph shall survive the termination of this AGREEMENT.

6. Each PARTY shall be excused from performing its obligations under this AGREEMENT during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any incidence of fire; flood; acts of God; commandeering of material, products, plants or facilities by federal, state or local government; national fuel shortage; or a material act of omission by any PARTY; when satisfactory evidence of such cause is presented to the other PARTY, and provided further such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the PARTY not performing.

7. Any notice sent by first class mail, postage paid, to the address and addressee, shall be deemed to have been given when in the ordinary course it would be delivered. The representatives of the PARTIES who are primarily responsible for the administration of this AGREEMENT, and to whom notices, demands and communications shall be given are as follows:

/		
City of Fullerton – LEAD AGENCY	City of Placentia	City of Anaheim
303 W. Commonwealth Avenue	401 E. Chapman Avenue	200 Anaheim Boulevard, Ste 276
Fullerton, CA 92832	Placentia, CA 92870	Anaheim, CA 92805
Attn: Dave Langstaff	Attn: Ruth Smith	Attn: John Thai
Traffic Engineering Analyst	Traffic Manager	Traffic Engineer
(714) 738-6858	(714) 993-8131	(714) 765-5294
davel@ci.fullerton.ca.us	rsmith@placentia.org	jthai@anaheim.net

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/		
/		

1 8. This AGREEMENT shall continue in full force and effect through December 31, 2015, unless
2 terminated earlier by FULLERTON and upon mutual written agreement by all PARTIES.

3 9. The term of this AGREEMENT may only be extended upon mutual written agreement by all
4 PARTIES.

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IN WITNESS WHEREOF, the PARTIES hereto have caused this Cooperative Agreement for Project No. 174-46013 to be executed on the date first above written.

CITY OF FULLERTON

By: _____

Bruce Whitaker

Mayor

ATTEST:

By: _____

Lucinda Williams Date

City Clerk

APPROVED AS TO FORM:

By: _____

Richard Jones

City Attorney

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IN WITNESS WHEREOF, the PARTIES hereto have caused this Cooperative Agreement for Project No. 174-46013 to be executed on the date first above written.

CITY OF PLACENTIA

By: _____
Scott W. Nelson
Mayor

ATTEST:

By: _____
Patrick Melia
City Clerk

APPROVED AS TO FORM:

By: _____
Andrew V. Arczynski
City Attorney

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1 **IN WITNESS WHEREOF**, the PARTIES hereto have caused this Cooperative Agreement for
2 Project No. 174-46013 to be executed on the date first above written.
3

4 **CITY OF ANAHEIM**

5
6 By: _____

7 Tom Tait

8 Mayor
9

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11 **ATTEST:**

12
13 By: _____

14 Linda Andal

15 City Clerk
16

17
18 **APPROVED AS TO FORM:**

19 _____, CITY ATTORNEY
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21 By: _____

22 Bryn M. Morley, Deputy City Attorney
23

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Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: MAY 7, 2013

SUBJECT: **AUTHORIZE OPPOSITION LETTER TO ASSEMBLY BILL 323 (CHESBRO) – SOLID WASTE DIVERSION - GREENWASTE-**

FISCAL

IMPACT: POTENTIAL COSTS BETWEEN \$236,000 TO \$1.5 MILLION PER YEAR FOR ADDITIONAL RECYCLING OF MATERIAL

SUMMARY:

The City is required by law to divert through recycling, composting and source reduction programs 50% of all solid waste. Recently the State of California set an ambitious goal of achieving a 75% diversion rate. Assembly Member Wesley Chesbro has introduced Assembly Bill 323 (AB 323) which prohibits diversion credits for Alternative Daily Cover (ADC). If signed into law, this Bill will severely affect the City of Placentia by decreasing our overall diversion and potentially increasing our solid waste rates. This action authorizes the Mayor to sign an opposition letter to this Bill.

RECOMMENDATION:

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

1. Authorize the Mayor to submit a letter of opposition to AB 323 to Assemblymember Wesley Chesbro addressing the impact of this Bill.

DISCUSSION:

The existing California Integrated Waste Management Act of 1989 (AB 939), which is administered by CalRecycle, requires each city to divert from disposal 50% of all solid waste through source reduction, recycling, and composting activities. Under the existing Act, the use of solid waste for beneficial reuse in the construction and operation of a solid waste landfill, including the use of Alternative Daily cover (ADC), constitutes diversion through recycling and is not considered disposal. In May 2011 Assembly Bill 341 (AB 341) was passed. This bill set an ambitious goal of 75 percent recycling, composting, or source reduction of solid waste by 2020. Instead of focusing on local diversion, the law calls for the state and the Department of Resources, Recycling, and Recovery (CalRecycle) to take a statewide approach to decreasing California's reliance on landfills. To that end, CalRecycle has issued a White Paper, entitled, "California's New Goal: 75% Recycling," this paper has led to the introduction of additional

1.g.

May 7, 2013

Chesbro introduced AB 323, which would require CalRecycle to adopt regulations to provide that no later than January 1, 2020 the use of greenwaste material as ADC or alternative intermediate cover does not constitute diversion through recycling and would be considered disposal.

If signed into law, this bill would severely affect the City's diversion rate and solid waste rate structure. Currently the City disposes of 43,422 tons of solid waste each year; our AB 939 Compliance Diversion Rate is 68 percent, which averages to approximately 4.7 pounds per person per day, well below the required rate. If this Bill goes into effect, the City's diversion rate would drop to 34 percent, leaving the City out of compliance and subject to fines.

Orange County Waste and Recycling has projected that should AB 323 be signed into law, the City would be forced with two options; 1) compost the organic material at a cost of approximately \$236,000 per year; or 2) anaerobic digestion (AD) of the material at a cost of approximately \$1.5 million per year. It should be noted that there are no permitted AD facilities in the County and very few greenwaste processing facilities that could handle the additional tonnage from throughout the County. Diversion credits for ADC and transformation are extremely important to the ongoing compliance with existing diversion requirements. The County has submitted a letter of opposition to AB 323.

While the City takes compliance and environmental stewardship responsibilities very seriously, the impact of AB 323 would be detrimental to the environmental strides the City has made to be in compliance with AB 939 and AB 341.

FISCAL IMPACT:

Should AB 323 be signed into law, the City would be forced with two options; 1) compost the organic material at a cost of approximately \$236,000 per year; or 2) anaerobic digestion (AD) of the material at a cost of approximately \$1.5 million per year.

Prepared by:



Antonia Graham
Management Analyst

Reviewed and approved:



Troy L. Butzlaff, ICMA-CM
City Administrator

Reviewed and approved (Department Head):



Steve Drinovsky
Public Works Director

Attachments:

Opposition Letter

The People are the City

Mayor

SCOTT W. NELSON

Mayor Pro Tem

JOSEPH V. AGUIRRE

Councilmembers:

CONSTANCE M. UNDERHILL

CHAD P. WANKE

JEREMY B. YAMAGUCHI



City Clerk:

PATRICK J. MELIA

City Treasurer:

CRAIG S. GREEN

City Administrator

TROY L. BUTZLAFF, ICMA-CM

401 East Chapman Avenue – Placentia, California 92870

May 1, 2013

The Honorable Wesley Chesbro
California State Assembly
State Capitol, Room 2141
Sacramento, Ca 95814

Subject: OPPOSE – AB 323 (Chesbro) – Solid Waste: Recycling: Diversion: Green Materials – As Introduced on February 12, 2013

Dear Assembly Member Chesbro:

On behalf of the City of Placentia, I am writing to advise you of our opposition to Assembly Bill 323, a bill that would eliminate diversion credit for greenwaste currently used as alternative daily cover (ADC) or alternative intermediate cover (AIC) by January 1, 2020.

The loss of AB 939 diversion credit would cause Placentia to drop below the 50 percent diversion rate resulting in non-compliance. Currently, Placentia has an estimated diversion rate average of 68 percent. This bill would cause us to drop to approximately 34 percent. Operationally, the City would be required to either compost or anaerobically digest (AD) these materials. It should be noted that in Orange County there are no permitted AD facilities and the existing greenwaste processing facilities would not be able to handle the additional greenwaste tonnage.

AB 323 would have a fiscal impact to Placentia, it's businesses, and residents. Placentia generates approximately 7,000 tons of greenwaste per year. Both of the aforementioned disposal options would cost the taxpayers of Placentia an additional annual disposal cost of between \$236,000 and \$1.5 million.

While the City takes compliance and environmental stewardship responsibilities very seriously, the impact of AB 323 would be detrimental to the environmental strides the City has made to be in compliance with AB 939 and AB 341.

For these reasons, the City of Placentia would like to be on record as opposing AB 323. If you have any questions, please contact Troy Butzlaff, City Administrator at (714) 993-8186.

Sincerely,

Scott Nelson
Mayor



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: CITY ADMINISTRATOR
FROM: ASSISTANT CITY ADMINISTRATOR
DATE: MAY 7, 2013
SUBJECT: **FIRST READING AND INTRODUCTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA APPROVING A DEVELOPMENT AGREEMENT WITH OLSON URBAN LLC FOR PROPERTY LOCATED AT 1049 GOLDEN AVENUE**
FISCAL
IMPACT: REVENUE: \$347,540 + (PUBLIC BENEFITS)

SUMMARY:

Olson Urban LLC is proposing to construct a 33 unit housing subdivision at 1049 Golden Avenue. In order to facilitate the development of this project, Olson Urban LLC has requested a Development Agreement (DA) be considered. Under a DA, a developer is granted additional flexibility to develop their project under a set of agreed upon standards. On March 12, 2013 the Planning Commission held a Public Hearing to consider the proposed project and to receive public comments. This meeting was continued to April 9, 2013 at which time the Planning Commission recommended approval of the referenced applications to the City Council for the proposed housing project and related applications and environmental determinations. The Development Agreement requires the adoption of an Ordinance. Therefore, Staff and the City Attorney's office drafted an Ordinance to carry out the proposed project. This action conducts a Public Hearing, accepts for a first reading by title only, and sets a second reading and adoption of the proposed Ordinance as well as adopts a resolution approving the Negative Declaration and approving a Tentative Tract Map.

RECOMMENDATION:

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

1. Open the hearing, receive public testimony, close public hearing;
2. Accept for First reading by title only, Ordinance O-2013-__, an Ordinance of the City Council of the City of Placentia, California Approving a Development Agreement with Olson Urban Housing LLC for Property Located at 1049 Golden Avenue;
3. Approve the Applicant's request to allow for grading and building permit issuance for construction before the recordation of the final map pursuant to § 66464 of the California Government Code at the Applicant's sole risk; and

2.a.

May 7, 2013

4. Adopt Resolution No. R-2013-___, A Resolution of the City Council of the City of Placentia approving a Negative Declaration of Environmental Impacts and approving a Tentative Tract Map for the development of a 33-unit housing subdivision.

DISCUSSION:

Olson Urban LLC (the "Developer") is proposing to develop a 33-unit housing subdivision on a 2.68 acre site (the "Site"), located at 1049 Golden Avenue in the High Density Multi-Family (R-3) District. The project will require the approval by the City Council of a Development Agreement (DA 2012-01), a Tentative Tract Map (TTM 17489), and the approval of a Negative Declaration (Neg. Dec. 2012-03) of environmental impacts for the project in compliance with the California Environmental Quality Act ("CEQA").

Housing Project

The proposed housing project is a 33 unit housing subdivision, which will consist of 22 paired homes or duplexes and 11 single-family detached homes. The units will be 2-stories and will offer various house plans and sizes. A summary of the unit plans is as follows:

Single-Family Detached Homes

Plan	Type	Size	No. of units
Plan 1C	3-Bdrm/2.5 Bath	1,759 sq. ft	4
Plan 2A	3 or 4-Bdrm/2.5 Bath	2,183 sq. ft.	4
Plan 2C	3 or 4-Bdrm/2.5 Bath	2,203 sq. ft.	3
Total			11

Pair Homes (Duplex)

Plan 1A/D	3-Bdrm/2.5 Bath	1,722 sq. ft	7
Plan 1C/E	3 or 4-Bdrm/2.5 Bath	1,759 sq. ft.	7
Plan 2A	3 or 4-Bdrm/2.5 Bath	2,183 sq. ft.	4
Plan 2D	3 or 4-Bdrm/2.5 Bath	2,203 sq. ft.	4
Total			22

The homes will be developed in the bungalow architectural style and all units will have a 2-car garage (Please refer to Elevation Plans).

The project will consist of a private street, which meets all the standards for circulation, access, and parking. The project will have landscaping throughout and will provide open space for passive recreation that will be maintained by the required Home Owners Association (HOA) that will be part of the Tentative Tract Map for the subdivision of land.

The current zone for the project site is R-3 High Density Multi-Family which has a density factor of 25 units/acre. Per the current zone designation and the size of the project site of 2.68 acres, the project site could be developed with up to 67 units. However, the proposed project is being proposed at a density of 12.5 units/acre and as a single-family residential development. The lower density enabled the Developer to incorporate a superior design and layout for the project (See attached Site Plan).

Section 23.21.030 of the Placentia Zoning Ordinance states that within the R-3 Zone a use permit shall be required for single family dwellings when they meet the requirements of the R-1 District. The Development Agreement will override this consideration (use permit) and will enable the project to be developed under the standards provided for in the Development Agreement as noted in the Planning Commission staff report. In addition, the Development Agreement will provide for additional benefits to the City and project as detailed under the Development Agreement section (for additional information, please see Planning Commission Staff report).

The proposed project is consistent with the General Plan and meets all the findings for the Tentative Tract Map and the Development Agreement. The Project plans and Planning Commission staff report outlining the specific details of the development and said findings are attached.

Development Agreement

California Government Code – §§ 65864 – 65869.5, Article 2-5 Development Agreements, authorizes any City to enter into a development agreement with any person having a legal or equitable interest in real property for the development of the property. The development agreement specifies the duration of the agreement, the permitted uses of the property, density of use, maximum height and size of proposed buildings, and provisions for reservation or dedication of land. A development agreement is a legislative act and therefore must be approved by ordinance and must be consistent with the general plan.

Over the last year, staff has been working with Olson Urban LLC, regarding the development of the proposed residential project. The Site is one of the few vacant infill sites remaining in the City and the Development Agreement is being pursued as part of the development approval process. Under the Development Agreement, the City will not change the planning and zoning regulations during the development process and the Developer agrees to abide by a defined set of conditions regulating the use and development of the Site. Development Agreement (DA 2012-01) guarantees that the Developer will develop the 2.68 acres Site in accordance with the agreement's provisions and approved development plans. In addition, the Developer's obligations under the Development Agreement include the following:

- Contribute \$125,000 for engineering and design for proposed improvements to the Golden Avenue Bridge;
- Contribute \$102,816 as a public safety mitigation fee;

- Pay \$119,724 as a park-in-lieu fee;
- Developer will establish a Community Facilities District (CFD) for the project which will pay for ongoing public safety costs based on the development's impact; and
- Developer shall contribute \$115,500 as a low-moderate housing mitigation fee.

Staff recommends the proposed development based on the fact that the project under the Development Agreement will assist in the upgrade in the area and will put an underutilized parcel to productive use consistent with the City's policy for vacant and underutilized land inventory.

Planning Commission Action

The Planning Commission initially held a public hearing on March 12, 2013 to consider the proposed project. The Planning Commission continued the public hearing to the April 9, 2013 meeting so that the developer and Staff could address some concerns raised at the meeting related to traffic, vehicle access, parking, and bridge improvements. On April 9, 2013, Staff provided information regarding the concerns previously raised and the Planning Commission adopted Resolution No. PC-2013-08 approving Tentative Tract Map 17489 with Special conditions of Approval and Standard Development Requirements and recommending that the City Council adopt Negative Declaration No. 2013-03 per CEQA guidelines. The Planning Commission also adopted Resolution No. PC-2013-09, which recommends that the City Council approve Development Agreement No. 2012-01 for the development of the 2.68-acre property at 1049 Golden Avenue by Olson Urban Housing LLC. The Planning Commission passed and adopted the resolutions on a (4-0) vote (two members were absent with one vacancy).

Pursuant to § 22.76.080 (b) of the Placentia Municipal Code, the Applicant is requesting approval from the City Council for issuance of a grading and building permits for construction before the recordation of the final map pursuant to § 66464 of the Government Code, as amended. Developers make such a request on occasion in an effort to move forward with a project during the map recordation process through the County. Developers under this scenario know that there is a risk associated with permits being issued prior to the map being recorded as items relative to the map may change or require correction by the County thereby requiring the issued permit(s) to be voided and corrections addressed. The City Council may grant approval when it is satisfied that all conditions of the final map have been fulfilled. The Applicant is working towards fulfilling the conditions of the final map and should the Council approve the request, staff will work with the Applicant to ensure that all conditions are met and that all documents required are executed by the Applicant prior to the issuance of any permits.

CEQA

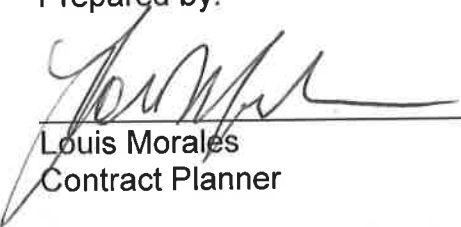
The Initial Study and proposed Negative Declaration were duly noticed and circulated in accordance with the requirements of the California Environmental Quality Act. The review and comment period for the Negative Declaration of environmental findings ran from February 19, 2013 to March 10, 2013 and was extended to April 9, 2013. No comments or concerns were

received during this time period or anytime thereafter leading up to the Planning Commission meeting of April 9, 2013. If approved by the City Council, a Notice of Determination will be filed with the Orange County Clerk/Recorder, within 5 days as required by law, after the second reading.

FISCAL IMPACT:

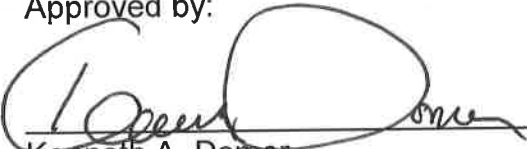
The City will receive development fees and payments as part of the Developer obligations under the Development Agreement as detailed above. Ongoing public safety costs will be covered under a required Community Facilities District.

Prepared by:



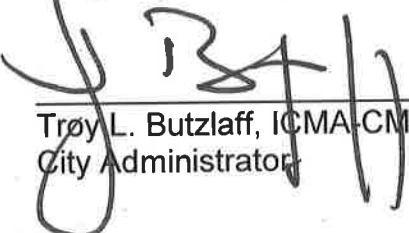
Louis Morales
Contract Planner

Approved by:



Kenneth A. Dornier
Assistant City Administrator,
Development Services

Reviewed and approved:



Troy L. Butzlaff, ICMA-CM
City Administrator

Attachments:

Ordinance O-2013-____
Resolution No. R-2013-____
Planning Commission Staff Report, April 9, 2013
Planning Commission Resolutions No. PC-2013-08 and PC-2013-09
Project Plans
Draft Development Agreement with Exhibits
Negative Declaration

ORDINANCE NO. O-2013-

AN ORDINANCE OF THE COUNCIL OF THE CITY OF PLACENTIA APPROVING THAT DOCUMENT ENTITLED "DEVELOPMENT AGREEMENT NO. 2012-01 CONCERNING PROPERTY LOCATED AT 1049 GOLDEN AVENUE, WEST OF ROSE AVENUE AND SOUTH OF IMPERIAL HIGHWAY, PLACENTIA, CALIFORNIA" AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE SAME ON BEHALF OF THE CITY OF PLACENTIA.

City Attorney's Summary

This Ordinance approves a Development Agreement prepared in accordance with the requirements of California Government Code § 65864 with regard to a 33 unit housing project generally located at 1049 Golden Avenue in the City of Placentia on a 2.68 acre site. The Development Agreement establishes specific criteria and standards for a mix of housing types, including yards, setbacks and related development standards as well as providing for payment of fees and costs associated with the development project, including mitigation fees and park fees.

A. Recitals.

(i). California Government Code § 65864 provides, in relevant part:

"The Legislature finds and declares that:

"(a). The lack of certainty in the approval of development projects can result in a waste of resources, escalate the cost of housing and other development to the consumer, and discourage investment in and commitment to comprehensive planning which would make maximum efficient utilization of resources at the least economic cost to the public.

"(b). Assurance to the applicant for a development project that upon approval of the project, the

(v). On March 12 2013 and April 9, 2013, the Planning Commission of the City of Placentia held a duly noticed public hearing concerning the proposed Development Agreement and has recommended to this Council the adoption of the Development Agreement.

(vi). This Council has heretofore conducted a duly noticed public hearing concerning the potential adoption of the Development Agreement and said public hearing was concluded prior to the adoption of this Ordinance.

(vii) All legal prerequisites prior to the adoption of this Ordinance have occurred.

B. Ordinance.

NOW, THEREFORE, the City Council of the City of Placentia does hereby find, determine and ordain as follows:

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

SECTION 2. (a). The City Council of the City of Placentia finds, determines and declares that after preparing an Initial Study in compliance with the requirements of the California Environmental Quality Act ("CEQA"), California Public Resources Code §§ 21000, et seq., the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, §§ 15000, et seq., and the Environmental Impact Report Guidelines of the City of Placentia, which determined that there would be no significant environmental effects resulting from the proposed project, a Negative Declaration was prepared. Based on its own independent judgment that the facts stated in the Initial Study are true, the City Council finds that the approval of the project (DA 2012-01) will not have any negative impacts on the environment. with respect to the project identified in this Ordinance.

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

and every person, firm, partnership, or corporation shall be deemed guilty of a separate offense for each and every day or any portion thereof during which any violation of any of the provisions of this Ordinance is committed, continued or permitted by such person, firm, partnership or corporation, and shall be deemed punishable therefore as provided in this Ordinance.

SECTION 8. Civil Remedies Available.

The violation of any of the provisions of this Ordinance hereby adopted shall constitute a nuisance and may be abated by the City through civil process by means of restraining order, preliminary or permanent injunction or in any other manner provided by law for the abatement of such nuisances.

SECTION 9. Severability.

The City Council declares that, should any provision, section, paragraph, sentence or word of this Ordinance 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 and words of this Ordinance shall remain in full force and effect.

SECTION 10. 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.

PASSED and ADOPTED this ___ day of _____, 2013.

SCOTT W. NELSON, MAYOR

ATTEST:

PATRICK J. MELIA, CITY CLERK

ORDINANCE NO. O-2013-

AN ORDINANCE OF THE COUNCIL OF THE CITY OF PLACENTIA APPROVING THAT DOCUMENT ENTITLED "DEVELOPMENT AGREEMENT NO. 2012-01 CONCERNING PROPERTY LOCATED AT 1049 GOLDEN AVENUE, WEST OF ROSE AVENUE AND SOUTH OF IMPERIAL HIGHWAY, PLACENTIA, CALIFORNIA" AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE SAME ON BEHALF OF THE CITY OF PLACENTIA.

City Attorney's Summary

This Ordinance approves a Development Agreement prepared in accordance with the requirements of California Government Code § 65864 with regard to a 33 unit housing project generally located at 1049 Golden Avenue in the City of Placentia on a 2.68 acre site. The Development Agreement establishes specific criteria and standards for a mix of housing types, including yards, setbacks and related development standards as well as providing for payment of fees and costs associated with the development project, including mitigation fees and park fees.

A. Recitals.

(i). California Government Code § 65864 provides, in relevant part:

"The Legislature finds and declares that:

"(a). The lack of certainty in the approval of development projects can result in a waste of resources, escalate the cost of housing and other development to the consumer, and discourage investment in and commitment to comprehensive planning which would make maximum efficient utilization of resources at the least economic cost to the public.

"(b). Assurance to the applicant for a development project that upon approval of the project, the

applicant may proceed with the project in accordance with existing policies, rules and regulations, and subject to conditions of approval, will strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic costs of development.

"(c). The lack of public facilities, including, but not limited to, streets, sewerage, transportation, drinking water, school, and utility facilities, is a serious impediment to the development of new housing. Whenever possible, applicants and local governments may include provisions in agreements whereby applicants are reimbursed over time for financing public facilities."

(ii). California Government Code § 65865 provides, in relevant part:

"(a) Any city,. . . , may enter into a development agreement with any person having a legal or equitable interest in real property for the development of the property as provided in this article."

(iii). California Government Code § 65865.2 provides as follows:

"A development agreement shall specify the duration of the agreement, the permitted uses of the property, the density or intensity of use, the maximum height and size of proposed buildings, and provision for reservation or dedication of land for public purposes. The development agreement may include conditions, terms, restrictions and requirements for subsequent discretionary actions, provided that such conditions, terms, restrictions and requirements for subsequent discretionary actions shall not prevent development of the land for the uses and to the density or intensity of development set forth in the agreement. . . ."

(iv). Attached to this Ordinance, marked Exhibit "A" and by this reference incorporated herein as though fully set forth, is a proposed Development Agreement No. XX, concerning that approximately 2.63 acre parcel located West of Rose Avenue and south of Imperial Highway in the City of Placentia, and as legally described within the attached Exhibit "A." Hereinafter in this Ordinance, that agreement attached hereto as Exhibit "A" is referred to as "the Development Agreement."

(v). On March 12 2013 and April 9, 2013, the Planning Commission of the City of Placentia held a duly noticed public hearing concerning the proposed Development Agreement and has recommended to this Council the adoption of the Development Agreement.

(vi). This Council has heretofore conducted a duly noticed public hearing concerning the potential adoption of the Development Agreement and said public hearing was concluded prior to the adoption of this Ordinance.

(vii) All legal prerequisites prior to the adoption of this Ordinance have occurred.

B. Ordinance.

NOW, THEREFORE, the City Council of the City of Placentia does hereby find, determine and ordain as follows:

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

SECTION 2. (a). The City Council of the City of Placentia finds, determines and declares that after preparing an Initial Study in compliance with the requirements of the California Environmental Quality Act ("CEQA"), California Public Resources Code §§ 21000, et seq., the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, §§ 15000, et seq., and the Environmental Impact Report Guidelines of the City of Placentia, which determined that there would be no significant environmental effects resulting from the proposed project, a Negative Declaration was prepared. Based on its own independent judgment that the facts stated in the Initial Study are true, the City Council finds that the approval of the project (DA 2012-01) will not have any negative impacts on the environment. with respect to the project identified in this Ordinance.

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

SECTION 3. This Council specifically finds that:

(a). The location, design and proposed uses set forth in the Development Agreement are compatible with the character of existing development in the vicinity;

(b). The Development Agreement will produce within the project an environment of stable and desirable character, and will not tend to cause traffic congestion on surrounding streets;

(c). The proposed development will be well integrated into its setting;

(d). Provision has been designed in the proposed development for both private and public open spaces at least equivalent to that required by the High Density Multiple-Family (R-3) Zone; and

(e). The Development Agreement conforms to the General Plan of the City of Placentia.

SECTION 4. It is expressly found that the public necessity, general welfare and good zoning practice require the approval of the Development Agreement.

SECTION 5. This Council hereby approves the Development Agreement attached hereto as Exhibit "A."

SECTION 6. This Council hereby authorizes and directs the Mayor and City Clerk to execute the Development Agreement on behalf of the City of Placentia forthwith upon adoption of this Ordinance.

SECTION 7. Penalty for Violation.

It shall be unlawful for any person, firm, partnership or corporation to violate any provision or to fail to comply with any of the requirements of this Ordinance hereby adopted. Any person, firm, partnership or corporation violating any provision of this Ordinance or failing to comply with any of its requirements shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punished by a fine not exceeding One Thousand Dollars (\$1,000.00), or by imprisonment not exceeding six (6) months, or by both such fine and imprisonment. Each

and every person, firm, partnership, or corporation shall be deemed guilty of a separate offense for each and every day or any portion thereof during which any violation of any of the provisions of this Ordinance is committed, continued or permitted by such person, firm, partnership or corporation, and shall be deemed punishable therefore as provided in this Ordinance.

SECTION 8. Civil Remedies Available.

The violation of any of the provisions of this Ordinance hereby adopted shall constitute a nuisance and may be abated by the City through civil process by means of restraining order, preliminary or permanent injunction or in any other manner provided by law for the abatement of such nuisances.

SECTION 9. Severability.

The City Council declares that, should any provision, section, paragraph, sentence or word of this Ordinance 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 and words of this Ordinance shall remain in full force and effect.

SECTION 10. 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.

PASSED and ADOPTED this __ day of _____, 2013.

SCOTT W. NELSON, MAYOR

ATTEST:

PATRICK J. MELIA, CITY CLERK

I, PATRICK J. MELIA, City Clerk of the City of Placentia, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council held on the _____ day of _____, 2013 and was finally adopted at a regular meeting held on the _____ day of _____, 2013, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

PATRICK J. MELIA, CITY CLERK

APPROVED AS TO FORM

ANDREW V. ARCZYNSKI,
CITY ATTORNEY

RESOLUTION NO. R-2013-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PLACENTIA, CALIFORNIA ADOPTING A NEGATIVE
DECLARATION (NEG. DEC. 2012-03) AND APPROVING
TENTATIVE TRACT MAP No. 17489 FOR THE DEVELOPMENT
OF A 33 UNIT HOUSING PROJECT ON THE PROPERTY
LOCATED AT 1049 GOLDEN.**

A. Recitals.

(i). Olson Urban LLC ("Applicant") submitted a completed application on November 29, 2012 requesting approval of a project to construct 33 units at 1049 Golden Avenue in the City of Placentia (Project Site).

(ii). A Notice of Intent to adopt a Negative Declaration was recorded with the Orange County Clerk/Recorder's office February 19, 2013. Furthermore, the proposed Negative Declaration was circulated for public comment from February 19, 2013 to March 10, 2013 and the public comment period was extended to April 9, 2013.

(iii). The Planning Commission of the City of Placentia conducted a duly noticed public hearing on March 12, 2013 and continued said hearing to April 9, 2013, at the conclusion of which the Planning Commission adopted PC Resolutions PC-2013-08 and PC-2013-09, thereby recommending the City Council approval of a Development Agreement, Tentative Tract Map 17489, and environmental determination.

(iv). On April 25, 2013 a notice of public hearing was published in the Placentia News-Times and said notice was mailed to all property owners within 300 feet of the Project Site.

(v). The City Council of the City of Placentia conducted a duly noticed public hearing on May 7, 2013 and, after fully considering all oral and written testimony and facts and opinions offered at the aforesaid public hearing, adopted this resolution.

B. Resolution.

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

1. In all aspects as set forth in Recitals, Part A., above.

2. The City Council finds, determines and declares that after preparing an Initial Study in compliance with the requirements of the California Environmental Quality Act ("CEQA"), California Public Resources Code §§ 21000, *et seq.*, the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, §§ 15000, *et seq.*, and the Environmental Impact Report Guidelines of the City of Placentia, which determined that there would be no significant environmental effects resulting from the proposed project, a Negative Declaration was prepared. Based on its own independent judgment that the facts stated in the Initial Study are true, the City Council finds that the approval of the project (TTM 17489 and DA 2012-01) will not have any negative impacts on the environment.

3. The City Council hereby approves Tentative Tract Map No. 17489, subject to the conditions attached hereto as Exhibit "A." The City Council further determines that approval of Tentative Tract Map No. 17489 is contingent upon final approval of Development Agreement No. 2012-01.

4. Pursuant to § 22.76.080 (b) of the Placentia Municipal Code, the City Council hereby approves issuance of grading and building permit for construction prior to recordation of the final map pursuant to § 66464 of the California Government Code, as amended. Applicant shall execute a waiver indicating that Applicant understands and agrees that there is a risk associated with permits being issued prior to the map being recorded as items relative to the map may change or require correction by the County thereby requiring the issued permit(s) to be voided and corrections addressed.

5. The Mayor shall sign this Resolution, and the City Clerk shall attest and certify to the passage and adoption thereof.

APPROVED and ADOPTED this 7th day of May, 2013.

SCOTT W. NELSON,
Mayor

ATTEST:

PATRICK J. MELIA
CITY CLERK

I, PATRICK J. MELIA, CITY CLERK of the CITY OF PLACENTIA DO HEREBY CERTIFY that the foregoing Resolution No. was adopted at a regular meeting of the City Council held on the 7th day of May 2013 by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

PATRICK J. MELIA,
CITY CLERK

APPROVED AS TO FORM:

ANDREW V. ARCZYNSKI,
CITY ATTORNEY

Recorded At The Request
And When Recorded
Return To:

EXEMPT FROM RECORDING
FEES UNDER CALIFORNIA
GOVERNMENT CODE § 27383

Patrick J. Melia
City Clerk
City of Placentia
401 E. Chapman Ave.
Placentia, CA 92870-6101

**DEVELOPMENT AGREEMENT NO. 2012-01 CONCERNING PROPERTY
LOCATED AT 1049 GOLDEN AVENUE, WEST OF ROSE AVENUE
AND SOUTH OF IMPERIAL HIGHWAY, PLACENTIA, CALIFORNIA**

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into as of the "Effective Date" set forth herein by and between OLSON URBAN HOUSING, LLC, a Delaware limited liability company ("Developer") and the CITY OF PLACENTIA, a Charter City and municipal corporation organized and existing under the laws of the State of California ("City") (individually a "Party" and collectively the "Parties" sometimes herein).

WITNESSETH:

A. Recitals.

(i). Article 2.5 of Chapter 4 of Division 1, Title 7 of the California Government Code, commencing at § 65864, authorizes cities to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property.

(ii). Developer has the contractual right to acquire all interest in and to that real property located entirely within City, consisting of approximately 2.63 acres, the common and legal description of which is set forth in Exhibit "A," attached hereto and incorporated herein by this reference and hereinafter is referred to as "the Site." Developer's right to acquire the Site is set forth in that certain Sale Agreement and Escrow Instructions, dated December 29, 2011, as it may have been previously or is hereafter amended (the "Purchase Agreement").

(iii). The Site is now zoned R-3 (High Density Multiple-Family) pursuant to the provisions of City's Zoning Ordinance and Zoning Map, as amended to date hereof. Developer and City desire to provide through this Development Agreement more specific development controls on the Site which will provide for maximum efficient utilization of the Site in accordance with sound planning principles.

(iv). On the XX day of XXXXXX, 2013, City adopted its Ordinance No. O-2013-XX, thereby approving this Development Agreement with Developer and said Ordinance was effective on XX XXXXXX, 2013.

B. Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. Definitions. In this Agreement, unless the context otherwise requires, the following terms shall have the following meaning:

(a). **"City"** is the City of Placentia.

(b). **"Default"** Shall mean the failure of a party to perform any material action or covenant required by and within the time periods provided herein following notice and expiration of the opportunity to cure without such cure being completed, as set forth in § 19 of this Agreement.

(c). **"Development Fees"** shall mean those fees, charges, and exactions imposed by the City upon the development of the Project on the Site, including, but not limited to, application fees, processing fees, development fees, impact fees, mitigation fees, park fees, storm drain fees, sewer fees, and other related or like charges or fees. Subject to the provisions of § 11.(b)., all Development Fees applicable to the Project are identified in Exhibit "F" attached hereto and incorporated herein.

(d). **"Developer"** is the Olson URBAN HOUSING, LLC, a Delaware limited liability company.

(e). **"Development Plan"** shall mean those plans and specifications attached hereto, marked as Exhibit "B" and incorporated herein by this reference, and comprised of the following documents including, but not limited to, a final site plan (including design elevations), subdivision map and site utilization map, stamped "Received, XXXXX XX, 2012, Development Services Department, City of Placentia." The Development Plan attached hereto includes various conditions of approval set forth in Exhibit "C" hereto which are not changed, altered or modified by this Development Agreement unless specifically set forth herein. The project also includes the records of applications by Developer, the proceedings before the Planning Commission and City Council, and all such records and files in these matters are incorporated herein by this reference as though set forth in full.

(f). **"Effective Date"** shall mean the 31st calendar day following adoption of the ordinance approving this Agreement by City's City Council.

(g). **"Existing Development Regulations"** means the ordinances, rules, regulations and official policies of the City that are in effect as of the Effective Date of the Agreement which regulate the use of real property, including, but not limited to, its

development, its subdivision, and the design, density, use, occupancy, improvement and construction of structures thereon, and which establish Development Fees, dedications, or exactions that may be imposed as a condition of obtaining any City approval necessary for a use of real property. Existing Development Regulations, include, but are not limited to, the City's Charter, each element of the City's General Plan, every portion of the City's Municipal Code regulating use(s) of real property (including all zoning codes, development codes, subdivisions codes, and CEQA implementation codes), and the provisions of any Specific Plan applicable to the Site, except as specifically modified herein. Subject to the provisions of § 11.(b)., below, existing Development Regulations shall mean and include only those Developer Fees in effect as of the Effective Date of this Agreement and shown on Exhibit "F" attached hereto.

(h). **"Project"** is that development approved for the Site as provided in this Development Agreement comprised of 33 single family residential units, detached condominium and small lot use, all as reflected in the Development Plan attached hereto as Exhibit "B" and the conditions set forth in Exhibit "C."

(i). **"Project Approvals"** shall mean any necessary land use, development, and building approvals and entitlements required for the development and construction of the Project, including, but not limited to, General Plan amendments, zone changes, zone variances, conditional use permits, site plan review, grading permits, building permits, actions under the Subdivision Map Act, encroachment permits, business licenses and other development approvals that will accomplish the goals, objectives, policies and plans referenced, described, implied and shown in this Agreement.

(j). **"Project Plans"** shall mean all plans for grading, drainage, traffic, parking, construction and/or building, landscaping and other plans related to the Project and all designs, diagrams, drawings, specifications and other representations of or documents associated with such Project Plans.

(k). **"Public Benefits"** shall mean those contributions by Developer designed to defray the impact of the Project and/or provide Developer's fair share contributions to projects or improvements necessary to minimize the impact(s) of the Project on the City. Said Public Benefits are set forth in Exhibit "G" hereto and Developer agrees to provide said contributions in accordance with the timelines for each such contribution as set forth in said Exhibit "G."

(l). **"Public Improvements"** shall mean those public improvements, including but not limited to streets, street lights, traffic signals, curbs, gutters, sidewalks, parkway landscaping, irrigation systems, storm drains, sewers, and other public facilities related to the Project and required to be constructed and installed in the existing public rights-of-way and/or on areas of the Site to be dedicated to the City by the Developer as part of the development of the Project. The Public Improvements are more fully listed and described in Exhibit "D," which is attached hereto and incorporated herein by reference.

2. **Recitals.** The recitals are part of the agreement between the parties and shall be enforced and enforceable as any other provision of this Agreement.

3. **Interest of Property Owner.** Developer warrants and represents that it has right to acquire the Site, pursuant to the Purchase Agreement, that it has full legal right to enter into this Agreement and that the persons executing this Agreement on behalf of Developer have been duly authorized to do so.

4. **Binding Effect of Agreement.** Subject to Developer's acquisition of legal title to the Site, Developer hereby subjects the Project and the land described in Exhibit "A" hereto to the covenants, reservations and restrictions as set forth in this Agreement. The City and the Developer hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon Developer's successors and assigns in title or interest to the Project. Following Developer's acquisition of the Site, each and every contract, deed or other instrument thereafter executed, covering or conveying the Project or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Developer hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that the Developer's legal interest in the Project is rendered less valuable thereby. The City and Developer hereby further declare their understanding and intent that the benefit of such covenants touch and concern the land by enhancing and increasing the enjoyment and use of the Development by Developer and the future occupants of the Project, the intended beneficiaries of such covenants, reservations and restrictions, and by furthering the public purposes for which this Agreement is adopted. Further, the parties hereto agree that such covenants, reservations and restrictions benefit all other real property located in the City of Placentia.

5. **Relationship of Parties.** It is understood that the contractual relationship between City and Developer is such that Developer is an independent party and is not the agent of City for any purpose whatsoever and shall not be considered to be the agent of City for any purpose whatsoever.

6. **Term of Agreement.** The term of the Agreement shall commence on the Effective Date and shall expire on December 31, 2037, so long as Developer remains in material compliance with this Agreement, as from time to time amended.

7. **Construction.** Developer shall use commercially reasonable efforts, in accordance with its own business judgment taking into account market conditions and economic considerations, to complete construction work for the Project on the Site, and all phases thereof, including, but not limited to, landscaping and all off-site

improvements, pursuant to a building permit or permits issued by City within two (2) years following the Effective Date, subject to extension for force majeure events.

8. Public Improvements. The following provisions shall apply with regard to any Public Improvements required for the Project:

(a). **Construction of Improvements.** Developer hereby agrees to, at its sole cost and expense, design, construct, and install, in accordance with the requirements of the City, the Public Improvements (as set forth in Exhibit "D").

(b). **Improvement Security.** Developer shall provide to the City, no later than the issuance of specific entitlements for the Project (*i.e.*, grading permit, *etc.*), an instrument or instruments securing the commencement, completion, and workmanship of the Public Improvements and securing the payment of laborers and materialmen performing or to perform work on the Public Improvements (collectively "Improvement Security"). The Improvement Security shall be one or more of the securities listed under California Government Code § 66499, as designated by the City. The principal amount of any Improvement Security shall be determined by the City by application of California Government Code §§ 66499.3 and 66499.4. All such Improvement Security provided to the City shall be released in accordance with the provisions of California Government Code § 66499.7.

(c). **Dedication of Rights-of-Way for Public Improvements.** Developer shall dedicate such rights-of-way, easements, agreements, licenses, and other grants of rights over the Site ("Dedications") to the City as are reasonably required to accomplish the survey, design, construction, inspection, testing, operation, maintenance, and repair of the Public Improvements as the City is authorized to require under the Existing Development Regulations. It is understood, acknowledged, and agreed by Developer that such Dedications may include, but are not limited to, fee parcels, and permanent or temporary rights-of-way or easements for public purposes (including street and utility use, slope, drainage, maintenance, construction, entry and/or access, and encroachment permits). The Dedications, if any, to be required by the City for the Project are specified in Exhibit "E" which is attached hereto and incorporated herein by reference. Developer agrees that the making of such Dedications are part of the consideration provided by Developer for this Agreement, that Developer shall not seek, nor have a right to, any compensation from the City for such Dedications, and that Developer shall not pursue any legal action for compensation, including inverse condemnation or eminent domain, with regard to such Dedications.

9. Assignment. Developer shall have the right to sell, mortgage, hypothecate, assign or transfer all or any portion of this Site (as may be subsequently subdivided), to any person or entity at any time during the term of this Development Agreement. Any such transfer shall be deemed to include an assignment of all rights, duties and obligations created by this Development Agreement with respect to all or any portion of the Site. The assumption of any or all of the obligations of Developer under this Agreement pursuant to any such transfer shall relieve Developer, without any act or

concurrence by the City, of its legal duty to perform those obligations except to the extent that Developer is in default with respect to any and all obligations at the time of the proposed transfer, in which case its obligations solely with respect to the matter in default shall continue until such matter is cured.

10. General Standards and Restrictions Pertaining to Development of the Site. The following specific restrictions shall apply to the use of the Site pursuant to this Development Agreement:

(a). Developer shall have the right to develop the Project on the Site in accordance with the terms and conditions of this Agreement and City shall have the right to control development of the Site in accordance with the provisions of this Agreement. City agrees to timely consider and expeditiously act upon any matter which is reasonably required, necessary or desirable to accomplish the intent, purpose and understanding of the parties in entering into this Agreement, including, without limitation, processing of any ministerial permit or ministerial approval or any request for a discretionary action or discretionary approval. The City further agrees that, if Developer satisfactorily complies with all preliminary procedures, actions, payments of applicable Developer Fees, and criteria generally required of developers by the City for processing applications for such discretionary actions or discretionary approvals that the City will not unreasonably withhold or unreasonably condition any such subsequent discretionary action or discretionary approval required in connection with any subsequent project approval. All subsequent Project approvals shall be subject to the terms and conditions of this Agreement. Any subsequent Project approval implementing the Project or any conditions, terms, restrictions and requirements of any such subsequent Project approval implementing the Project, shall not prevent development of the Project for the uses and in accordance with the maximum density or intensity of development set forth in this Agreement. Subject to Developer's installation of infrastructure in accordance with the requirements of the Project Approvals, City hereby acknowledges that it will have sufficient capacity in its infrastructure and services to accommodate the Project. City hereby agrees that it will provide all applicable City controlled services to the Project and that there shall be no restriction by City on hookups or service for the Project with respect to said items.

(b). The density and intensity of use, the uses allowed, the size of proposed buildings, provisions for the reservation or dedication of land for public purposes, the maximum height of proposed buildings and location of public improvements, together with other terms and conditions of development applicable to the Site, shall be as set forth in this Development Agreement and the attached Development Plan.

(c). City agrees to cooperate with Developer in the issuance of permits on an expedited basis and at the earliest feasible date, including, separate and sequential issuance of demolition, grading and building permits and, if applicable, issuance of permits prior to recordation of tract maps for the Project; provided Developer's applications for such permits comply with all applicable Existing Development Regulations.

11. Effect of Existing Development Regulations on Development of Project. Except as expressly provided in this Development Agreement, all substantive and procedural requirements and provisions contained in City's ordinances, specific plans, rules and regulations, including, but not limited to, the Zoning Ordinance and building codes, in effect as of the Effective Date of this Development Agreement, shall apply to the construction and development of the Site and, subject only to the terms of this Development Agreement, Developer shall have a currently effective vested right to develop the Site in accordance with the Existing Development Regulations.

(a). The provisions of this ¶ 11 shall not preclude the application to the development of the Site of those changes in City ordinances, regulations, plans or specifications which are specifically mandated and required to apply to the Project by changes in state or federal laws or regulations as provided in California Government Code § 65869.5 or any successor provision or provisions; provided that the party which believes such a change or addition to the Existing Development Regulations has occurred shall provide the other party hereto with a copy of such State or Federal law or regulation and a statement of the nature of its conflict with the provisions of this Agreement, and the parties shall, within ten (10) days, meet and confer in good faith and engage in a reasonable attempt to modify this Agreement to comply with such Federal or State law or regulation, and, in such discussions, the City and the Developer agree to preserve the terms of this Agreement and the rights of the Developer derived from this Agreement to the maximum feasible extent while resolving the conflict.

(b). The payment of fees associated with the construction of the Project, including land use approvals, development fees, building permits, etc., shall be limited to those Development Fees shown on Exhibit "F" attached hereto. Notwithstanding the foregoing, Developer understands and agrees that changes in state or federal laws, as defined in § 11.(a)., above, which require the imposition of new or increased fees shall be paid by Developer.

(c). As provided in California Government Code § 65866, in subsequent actions applicable to the Site, City may apply new rules, regulations, and policies to the Site adopted after the Effective Date provided such new rules, regulations and policies do not conflict in any way with the terms of this Development Agreement or the rights granted herein or further condition or restrict the development of the Project as provided for herein.

(d). Nothing herein shall prevent the application of health and safety regulations (i.e., fire, building, seismic, plumbing, mechanical and electric codes) that become applicable to the City as a whole when required for adoption by state law, such as uniform codes.

12. Maintenance of the Site. The Developer shall, at its sole cost and expense: (i) maintain the appearance and safety of the Site (including all improvements, fixtures, and landscaping) in good order, condition, and repair, and free from the

accumulation of trash, waste materials, and other debris; (ii) remove all graffiti placed upon the Site (including all improvements, fixtures, and landscaping) within seventy-two (72) hours of its appearance; (iii) maintain in good order, condition and repair, properly functioning landscape irrigation systems on the Site and (iv) remove and promptly replace all dead or diseased landscaping material on the Site. In the event of a default of this § 12 and of a failure to commence to cure such default within fifteen (15) days after service of a written notice by the City, or to thereafter diligently pursue such cure to completion, then the City or its agents, employees and contractors shall have the right to enter upon the Site without further notice and to take such actions as are necessary to cure the default. Developer shall reimburse the City for all costs associated with cure of the default (including but not limited to, staff services, administrative costs, legal services, and third party costs), within fifteen (15) days after service of a written notice by the City. If Developer fails to pay within the time provided, such costs shall be a lien upon the Property, as provided by California Civil Code § 2881 effective upon the recordation of a notice thereof against the Site. The City may thereafter enforce and foreclose such lien in any manner legally allowed.

13. Uses. Those uses allowed on the Site shall be as follows:

(a). Permitted Uses.

(1). Detached condominium and small lot, single family residential homes, including detached and paired housing, with private yards, as shown in the Development Plan. The Project will consist of two (2) lot sizes: 43' x 50' and 50' x 53.'

(2). Interior "pocket park" and common landscaping maintained by a City-approved homeowners association pursuant to covenants, conditions and restrictions applicable to all property within the Project.

(b). Uses Requiring Conditional Use Permit shall be as required pursuant to the provisions of Title 23 of the Placentia Municipal Code, as the same may be amended from time to time hereafter.

14. Subdivision Map Required. Notwithstanding any other provision or term hereof, Developer shall process a subdivision map through City's subdivision map approval process, comprising all of the property identified in Exhibit "A," including, but not limited to, the relinquishment of vehicular access rights to Golden Avenue therefrom, and cause the final map to be recorded in the form prescribed by law not later than December 31, 2013, subject to extension for force majeure events; provided that, upon request of Developer and upon good cause therefor being shown, the City Administrator of City shall have the authority to extend the foregoing date for recordation of the final map by up to 90 days upon an administrative basis and without further authorization from the City. In the event said map is not recorded as required herein, this Development Agreement shall be deemed null and void. Developer may, at Developer's sole risk and expense, apply for building and grading permits pursuant to City's codes and ordinances, prior to the recordation of said map; provided, however, that no certificate of occupancy

or other entitlement of a similar nature may be granted or obtained prior to recordation thereof. No conditions of approval shall be imposed in connection with processing or approval of such subdivision map beyond those set forth in Exhibit "C" attached hereto. As provided in California Government Code §§ 66452.6 and 65863.9, the term of any tentative, vesting tentative or parcel map hereafter approved with respect to the Project and the term of each of the Project Approvals shall remain in effect and be valid through the scheduled termination date of this Agreement or the date such approval would otherwise be in effect under applicable law, whichever is later.

15. Annual Review. During the term of this Agreement, City shall annually review the extent of good faith compliance by Developer with the terms of this Development Agreement. Developer shall file an annual report with the City indicating information regarding compliance with the terms of this Development Agreement no later than March 15 of each calendar year. City's failure to conduct any such annual review shall not affect the validity or continuing effectiveness of this Agreement.

16. Indemnification. Developer agrees to, and shall, hold City and its elected and appointed officials, officers, agents and employees free and harmless from all liability for damage or claims for damage for personal injury, including death, and claims for property damage which may arise from the direct or indirect operations of Developer or those of Developer's contractor, subcontractor, agent, employee or other person acting on Developer's behalf which relate to the construction and operation of the Project. Developer agrees to, and shall, defend City and its elected and appointed officials, officers, agents and employees with respect to actions for damages caused or alleged to have been caused by reason of Developer's activities in connection with the Project. This hold harmless provision applies to all damages and claims for damage suffered or alleged to have been suffered by reason of the operations referred to in this Development Agreement regardless of whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Project, but shall not apply to any claim of intentional misconduct of the City or any officer or employee acting on the City's behalf.

17. Amendments. This Agreement may be amended or canceled, in whole or in part, only by mutual written consent of the parties and then in the manner provided for in California Government Code §§ 65868, et seq., or their successor provisions.

18. Minor Amendments to Development Plan. Upon the written application of Developer, minor modifications and changes to the Development Plan may be approved by the Director of Development Services pursuant to the terms of City's Zoning Ordinance.

19. Enforcement. In the event of a default under the provisions of this Agreement by Developer, City shall give written notice to Developer (or its successor) by registered or certified mail addressed to the address stated in this Agreement, and if such violation is not corrected to the reasonable satisfaction of City within thirty (30) days after such notice is given, or if not corrected within such reasonable time as may be

required to cure the breach or default if said breach or default cannot reasonably be cured within thirty (30) days (provided that acts to cure the breach or default must be commenced within said thirty (30) days and must thereafter be diligently prosecuted by Developer), then City may, without further notice, declare a default under this Agreement and, upon any such declaration of default, City may terminate this Agreement. Except as otherwise expressly provided herein, termination of this Agreement shall be the City's sole remedy for Developer's default. Termination of this Agreement shall not affect existing entitlements or permits issued prior to such termination, although all such permits shall be and remain subject to any terms and conditions of approval contained therein or imposed in connection therewith.

20. Event of Default. Developer is in default under this Agreement upon the happening of one or more of the following events or conditions:

(a). If a material warranty, representation or statement is made or furnished by Developer to City with respect to this Agreement and is false or proved to have been false in any material respect when it was made;

(b). If a finding and determination is made by City following an annual review pursuant to ¶ 15 above, upon the basis of substantial evidence, that Developer has not complied in good faith with any material terms and conditions of this Agreement, after notice and opportunity to cure as described in ¶ 19 hereinabove; or

(c). A breach by Developer of any of the provisions or terms of this Agreement, after notice and opportunity to cure as provided in ¶ 19 hereinabove.

21. No Waiver of Remedies. City does not waive any claim of defect in performance by Developer if, on periodic review, City does not enforce this Agreement. Nonperformance by Developer shall not be excused because performance by Developer of the obligations herein contained would be unprofitable, difficult or expensive or because of a failure of any third party or entity, other than City; provided that the foregoing shall not limit the Developer's right to force majeure extensions where those are provided for pursuant to § 30 below. Except as otherwise expressly provided herein, all other remedies at law or in equity which are not otherwise provided for in this Agreement are available to the parties to pursue in the event that there is a breach of this Development Agreement. No waiver by City of any breach or default under this Development Agreement shall be deemed to be a waiver of any other subsequent breach thereof or default hereunder.

22. Rights of Lenders Under Agreement. This Agreement shall not prevent or limit Developer, acting in good faith, in any manner, at its sole discretion, from encumbering the portion of the Site owned by it, or any portion thereof or any improvement thereon, by any mortgage, deed of trust, or other security device securing financing with respect to such portion of the Site. The City acknowledges that the lenders providing such financing may require certain Agreement interpretations and/or modifications and agrees upon request, from time to time, to meet with the Developer and

representatives of such lenders to negotiate in good faith any such request for interpretation or modification. City agrees that it will not unreasonably withhold consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Neither the entering into of this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish, or impair the lien of any mortgage or deed of trust on the Site, or any portion thereof, made in good faith and for value. Should Developer place or cause to be placed any encumbrance or lien on the Project, or any part thereof, the beneficiary ("Lender") of said encumbrance or lien shall have the right at any time during the term of this Agreement and the existence of said encumbrance or lien to:

(a). Do any act or thing required of Developer under this Agreement, and any such act or thing done or performed by Lender shall be as effective as if done by Developer;

(b). Realize on the security afforded by the encumbrance or lien by exercising foreclosure proceedings or power of sale or other remedy afforded in law or in equity or by the security document evidencing the encumbrance or lien (hereinafter referred to as "a trust deed");

(c). Transfer, convey or assign the title of Developer to the Project to any purchaser at any foreclosure sale, whether the foreclosure sale be conducted pursuant to court order or pursuant to a power of sale contained in a trust deed; and

(d). Acquire and succeed to the interest of Developer by virtue of any foreclosure sale, whether the foreclosure sale be conducted pursuant to a court order or pursuant to a power of sale contained in a trust deed.

23. Notice to Lender. City shall give written notice of any default or breach under this Agreement by Developer to Lender (if known by City) and afford Lender the opportunity after service of the notice to:

(a). Cure the breach or default within thirty (30) days after service of said notice, where the default can be cured by the payment of money;

(b). Cure the breach or default within thirty (30) days after service of said notice where the breach or default can be cured by something other than the payment of money and can be cured within that time; or

(c). Cure the breach or default in such reasonable time as may be required where something other than payment of money is required to cure the breach or default and such cure cannot reasonably be performed within thirty (30) days after said notice, provided that acts to cure the breach or default are commenced within a thirty (30) day period after service of said notice of default on Lender by City and are thereafter diligently continued by Lender.

24. Action by Lender. Notwithstanding any other provision of this Agreement, a Lender may forestall any action by City for a breach or default under the terms of this Agreement by Developer by commencing proceedings to foreclose its encumbrance or lien on the Project. The proceedings so commenced may be for foreclosure of the encumbrance by order of court or for foreclosure of the encumbrance under a power of sale contained in the instrument creating the encumbrance or lien. The proceedings shall not, however, forestall any such action by the City for the default or breach by Developer unless:

(a). They are commenced within ninety (90) days after service on Developer of the notice described hereinabove;

(b). They are, after having been commenced, diligently pursued in the manner required by law to completion; and

(c). Lender keeps and performs all of the terms, covenants and conditions of this Agreement requiring the payment or expenditure of money by Developer until the foreclosure proceedings are complete or are discharged by redemption, satisfaction or payment.

25. Notice. Any notice required to be given by the terms of this Agreement shall be provided by certified mail, return receipt requested, at the address of the respective parties as specified below or at any other such address as may be later specified by the parties hereto.

To Developer:

OLSON URBAN HOUSING, LLC
3010 Old Ranch Parkway, Suite 100
Seal Beach, California 90740
Attention: Todd Olson and John Reekstin
Business No.: (562) 596-4770
Facsimile No.: (562) 596-4703
Email: tolson@theolsonco.com

With a copy to:

OLSON URBAN HOUSING, LLC
3010 Old Ranch Parkway, Suite 100
Seal Beach, California 90740
Attention: Katherine M. Chandler, Esq.
Business No.: (562) 370-2217
Facsimile No.: (562) 598-9535
Email: kchandler@theolsonco.com

To City:

City of Placentia
401 E. Chapman Ave.
Placentia, CA 92870-6101

Attention:
Director of Development Services

With a copy to:

Andrew V. Arczynski
City Attorney
City of Placentia
1400 N. Brea Blvd.
Fullerton, CA 92835-3538
Email: andrew@arczynskilaw.com

26. Attorneys' Fees. In any proceedings arising from the enforcement of this Development Agreement or because of an alleged breach or default hereunder, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees incurred during the proceeding as may be fixed within the discretion of the court.

27. Binding Effect. This Agreement shall bind, and the benefits and burdens hereof shall inure to, the respective parties hereto and their legal representatives, executors, administrators, successors and assigns, wherever the context requires or admits.

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

29. Partial Invalidity. If any provisions of this Agreement shall be deemed to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

30. Force Majeure. In addition to specific provisions of this Agreement, whenever a period of time is designated within which any party hereto is required to do or complete any act, matter or thing, the time for the doing or completion thereof shall be extended by a period of time equal to the number of days during which such party is prevented from the doing or completion of such act, matter or thing because of causes beyond the reasonable control of the party to be excused, including, without limitation, war; acts of terrorism; insurrection; riots; floods; earthquakes; fires; casualties; acts of God; strikes; litigation and administrative proceedings involving the Project; restrictions imposed or mandated by other governmental entities; enactment of conflicting state or federal laws or regulations; judicial decisions; the exercise of City's reserved powers; or similar bases for excused performance which are not within the reasonable control of the party to be excused (collectively, "Force Majeure Event").

31. Estoppel Certificate. At any time during the term of this Agreement, any lender or other party may request any party to this Agreement to confirm that (i) this Agreement is unmodified and in full force and effect (or if there have been modifications hereto, that this Agreement is in full force and effect as modified and stating the date and nature of such modifications) and that (ii) to the best of such party's knowledge, no defaults exist under this Agreement or if defaults do exist, to describe the nature of such defaults and (iii) any other information reasonably requested. Each party hereby agrees to provide a certificate to such lender or other party within ten (10) business days of receipt of the written request therefor. The failure of any party to provide the requested

certificate within such ten (10) business day period shall constitute a confirmation that this Agreement is in full force and effect without modification except as may be represented by the requesting party and that, to the best of such party's knowledge, no defaults exist under this Agreement, except as may be represented by the requesting party.

32. Timing of Development. The parties acknowledge that Developer cannot at this time predict when or the rate at which the Project would be developed. Such decisions depend upon numerous factors which are not all within the control of Developer. Because the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo* (1984) 37 Cal.3d 465, that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the intent of Developer and City to hereby cure that defect by acknowledging and providing that Developer shall have the right to develop the Site consistent with the Project Approvals and the Conditions of Approval in such order and at such rate and at such times as Developer deems appropriate. No City-imposed moratorium or other limitation (whether relating to the rate, timing or sequencing of the development or construction of all or any part of the Site, whether imposed by ordinance, initiative, resolution, policy, order or otherwise, and whether enacted by the City Council, a board, agency, commission or department of City, the electorate, or otherwise) affecting parcel or subdivision maps (whether tentative, vesting tentative or final), building permits, occupancy certificates or other entitlements to use or service (including, without limitation, water and sewer) approved, issued or granted within City, or portions of City, shall apply to the Site to the extent such moratorium or other limitation is in conflict with this Agreement.

33. Recordation. This Agreement shall, at the expense of Developer, be recorded in the Official Records of the County Recorder of the County of Orange within ten (10) business days following the Effective Date. Developer shall bear the cost of recordation hereof, if any.

IN WITNESS WHEREOF, this Agreement has been executed by the parties and shall be effective on the Effective Date set forth hereinabove.

CITY OF PLACENTIA,
a Charter City and municipal corporation

Dated: _____

By _____
Scott W. Nelson, Mayor

ATTEST: _____
Patrick J. Melia, City Clerk
City of Placentia

Its: Managing Member

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Approved as to form:

By Andrew V. Arczynski,
City Attorney

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On _____, 2012, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ and _____ proved to me on the basis of satisfactory evidence to be the persons who executed this instrument as Mayor and City Clerk of the CITY OF PLACENTIA, a Charter City and municipal corporation existing and organized under the laws of the State of California, and acknowledged to me that the CITY OF PLACENTIA executed it.

Notary Public in and for said State

STATE OF _____)
) ss.
COUNTY OF _____)

On _____, 2012, before me, the undersigned, a Notary Public in and for said County and State, personally appeared xxxxx, President, and XXXXX, Secretary, of the Olson Company, Inc., proved to me on the basis of satisfactory evidence to be the persons who executed this instrument as officers of the Olson COMPANY, INC. and acknowledged to me that such persons are authorized to execute on behalf of such corporation.

Notary Public in and for said State

EXHIBIT "A"
LEGAL DESCRIPTION

CITY OF PLACENTIA
EXHIBIT "A"
LOT LINE ADJUSTMENT
LLA No. 2013-1
 (LEGAL DESCRIPTION)

OWNER(S) OF RECORD	EXISTING PARCEL A.P. NO.	PROPOSED PARCEL NO.
DIANA LOU SCHILLING, TRUSTEE OF THE JOSEPHINE A. JONES SURVIVOR'S TRUST CREATED UNDER THE GEORGE A. JONES AND JOSEPHINE A. JONES TRUST DATED 1/22/81, AS TO AN UNDIVIDED 56% INTEREST, & DIANA LOU SCHILLING, TRUSTEE OF THE GEORGE A. JONES BYPASS TRUST CREATED UNDER THE GEORGE A. JONES AND JOSEPHINE A. JONES TRUST DATED 1/22/81, AS TO AN UNDIVIDED 44% INTEREST,	A.P.N.: 334-021-02	PARCEL A
	&	
	A.P.N.: 334-021-03	PARCEL B

SHEET 4 OF SHEETS 6

LEGAL DESCRIPTION AFTER LOT LINE ADJUSTMENT:

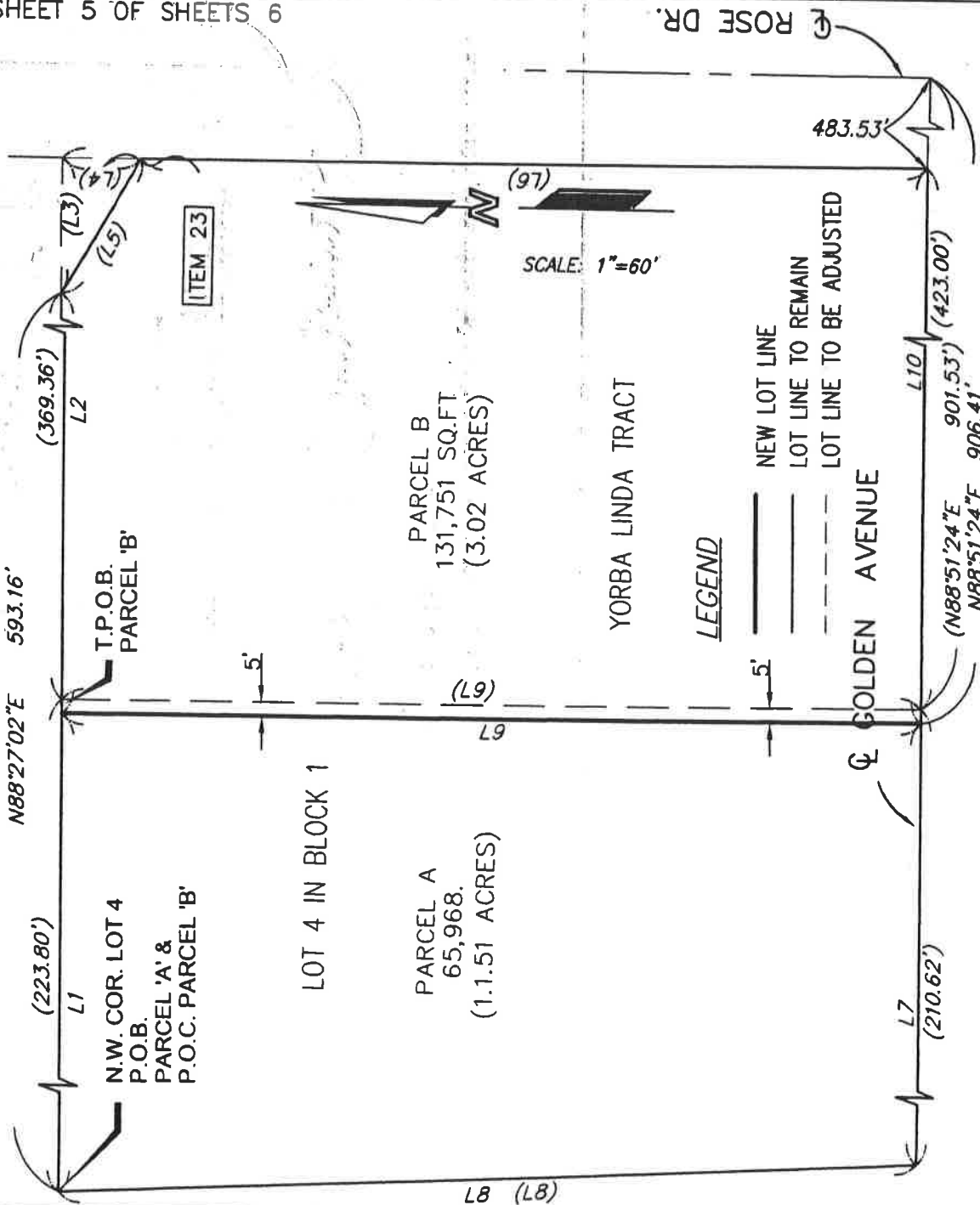
PARCEL B:

THAT PORTION OF LOT 4 IN BLOCK 1 OF THE YORBA LINDA TRACT, IN THE CITY OF PLACENTIA, AS SHOWN ON A MAP RECORDED IN BOOK 5, PAGES 17 AND 18 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:
 COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 4, SAID CORNER BEING ON THE EASTERLY BOUNDARY LINE OF THE RANCHO SAN JUAN DE SANTA ANA;
 THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 4, NORTH 88°27'02" EAST 218.80 FEET TO THE TRUE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED HEREIN;
 THENCE SOUTH 01°43'06" EAST, 311.62 FEET, MORE OR LESS, TO A POINT IN THE CENTER LINE OF GOLDEN AVENUE, 40 FEET IN WIDTH, SAID POINT BEING DISTANT ALONG SAID CENTER LINE SOUTH 88°51'24" WEST 906.41 FEET FROM THE CENTER LINE INTERSECTION OF GOLDEN AVENUE AND ROSE AVENUE;
 THENCE NORTH 88°51'24" EAST, ALONG SAID CENTER LINE OF GOLDEN AVENUE, 423.00 FEET TO THE SOUTHWEST CORNER OF THE PARCEL OF LAND DESCRIBED IN THE DEED TO FORREST L. SWEET AND WIFE, RECORDED SEPTEMBER 15, 1948 IN BOOK 1701, PAGE 190 OF OFFICIAL RECORDS;
 THENCE NORTH 01°43'06" WEST ALONG THE WESTERLY BOUNDARY OF SAID LAND OF SWEET AND WIFE, 286.13 FEET, MORE OR LESS, TO AN INTERSECTION WITH THE SOUTHWESTERLY LINE OF THE RIGHT OF WAY OF THE PACIFIC ELECTRIC RAILWAY COMPANY;
 THENCE ALONG SAID SOUTHWESTERLY LINE NORTH 61°13'30" WEST, 56.43 FEET TO THE INTERSECTION OF SAID SOUTHWESTERLY LINE WITH THE NORTHERLY LINE OF SAID LOT 4;
 THENCE ALONG THE NORTHERLY LINE OF SAID LOT 4, SOUTH 88°27'02" WEST, 374.36 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.
 CONTAINING AN AREA OF 131,751 SQUARE FEET (3.02 AC.), MORE OR LESS. ALL AS PARTICULARLY SHOWN ON EXHIBIT "B", ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

CITY OF PLACENTIA
EXHIBIT "B"
LOT LINE ADJUSTMENT
LLA No. 2013-1

OWNER(S) OF RECORD	EXISTING PARCEL A.P. NO.	PROPOSED PARCEL NO.
DIANA LOU SCHILLING, TRUSTEE OF THE JOSEPHINE A. JONES SURVIVOR' S TRUST CREATED UNDER THE GEORGE A. JONES AND JOSEPHINE A. JONES TRUST DATED 1/22/81, AS TO AN UNDIVIDED 56% INTEREST, & DIANA LOU SCHILLING, TRUSTEE OF THE GEORGE A. JONES BYPASS TRUST CREATED UNDER THE GEORGE A. JONES AND JOSEPHINE A. JONES TRUST DATED 1/22/81, AS TO AN UNDIVIDED 44% INTEREST,	A.P.N.: 334-021-02	PARCEL A
	&	
	A.P.N.: 334-021-03	PARCEL B

SHEET 5 OF SHEETS 6



BOUNDARY INFORMATION

EXHIBIT "B"
DEVELOPMENT PLAN

Site Summary:

SFD Lot Sizes:

Plan-1: 40'x53'

Plan-2: 50'x53'

Duplex Lot Sizes:

Duplex 1 (Plans 1&1): 72'x53'

Duplexes 2 & 3 (Plans 1&2): 82'x53'

Total Homes :33

Plan-1 (Detached) = 4

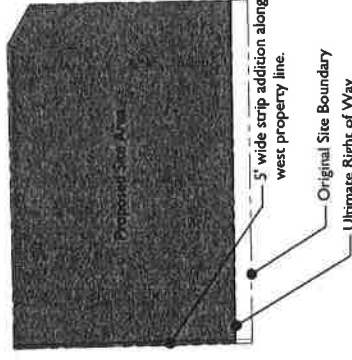
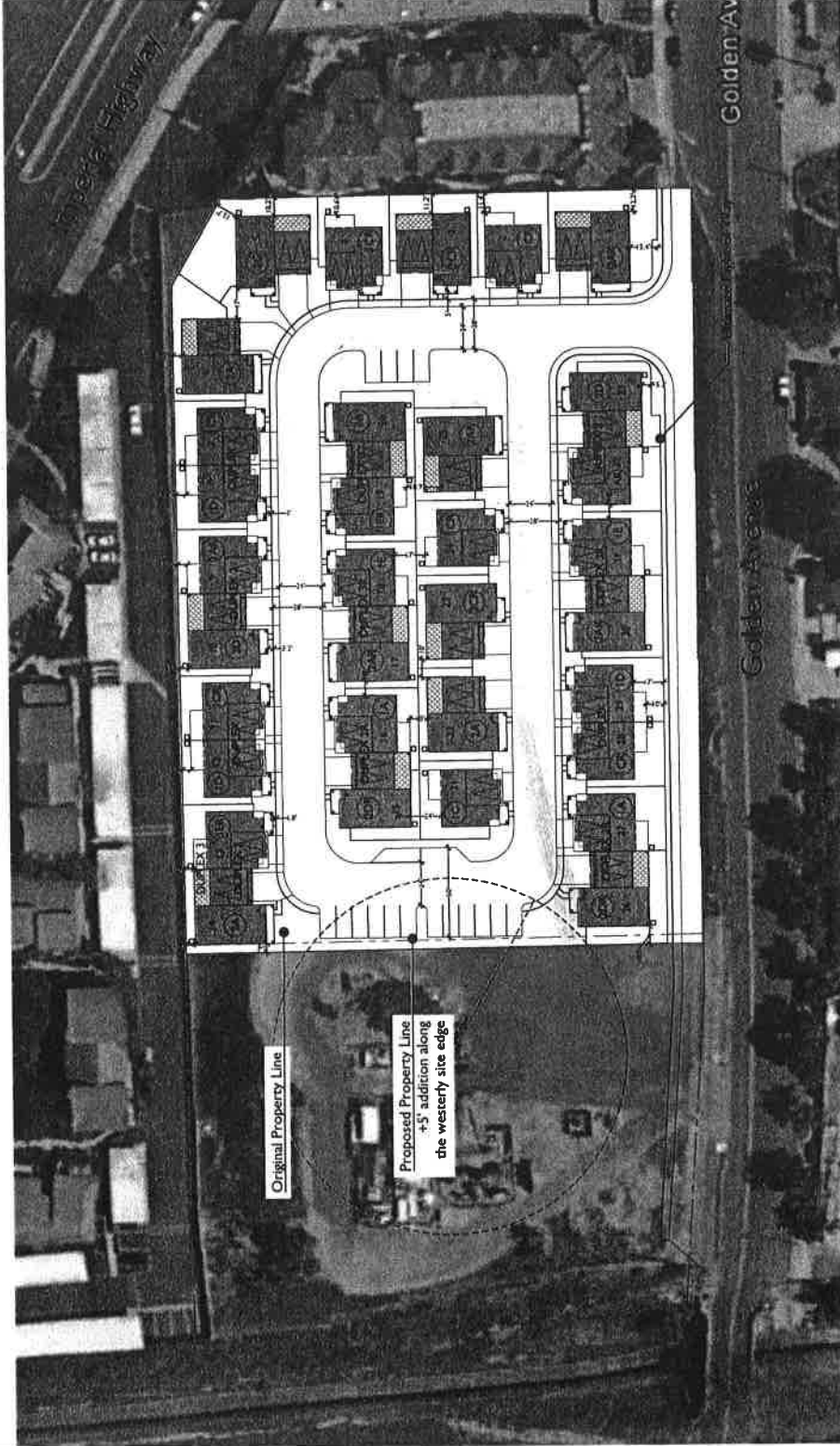
Plan-2 (Detached) = 7

Plan 1 (Duplex) = 14

Plan 2 (Duplex) = 8

Proposed Site Area : 2.63 Acres

Net Density : 12.5 DU/Acre

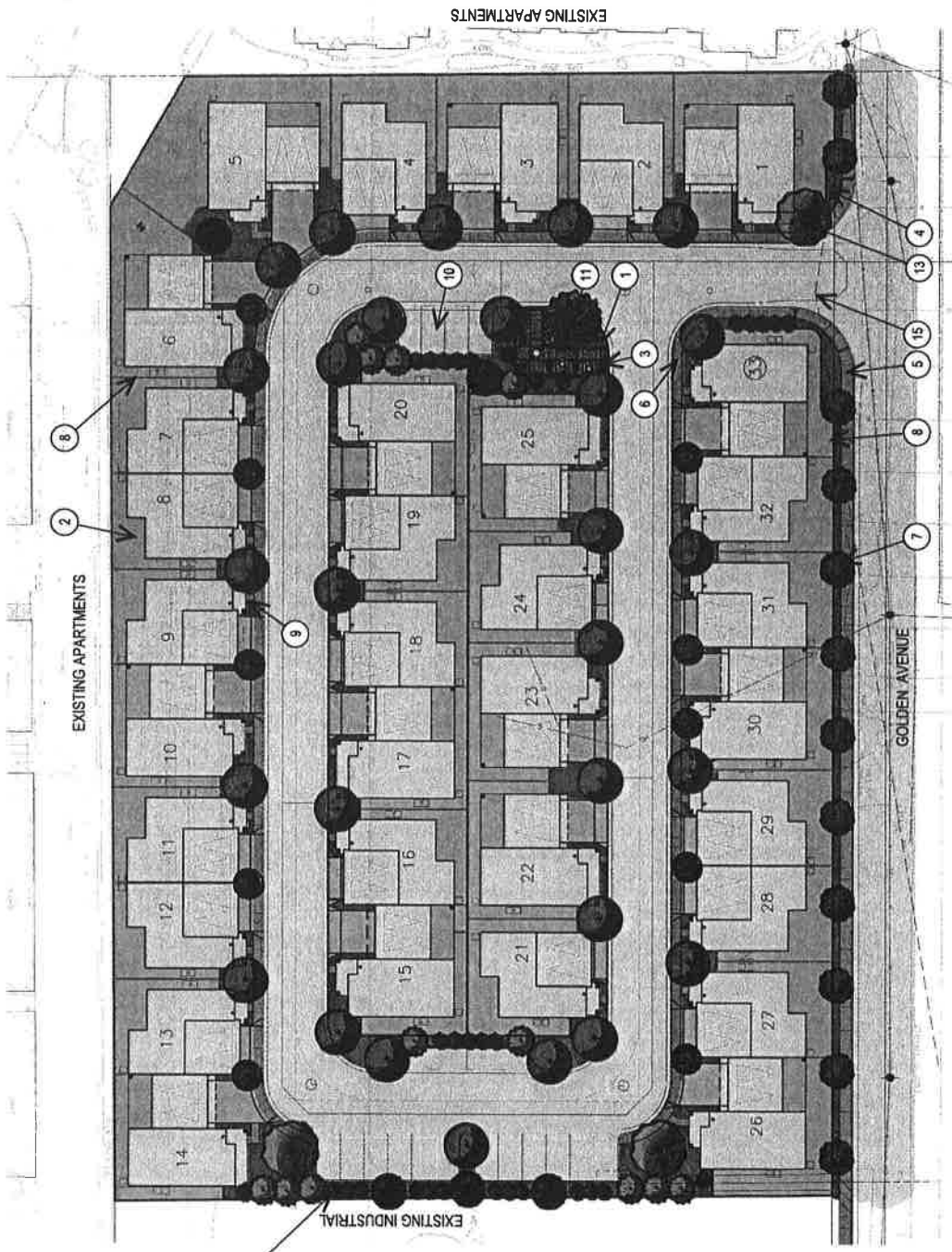


Conceptual Site Plan Golden Avenue Parcel Placentia, California



Bassenian | Lagoni
ARCHITECTURE • PLANNING • INTERIORS

2.26.2013 338.12010



LEGEND

1. Community open space with enhanced paving, see L2.
2. Private yard.
3. Open space area, see L2.
4. Entry project identification, set on property wall.
5. Concrete public street sidewalk.
6. Community concrete sidewalk.
7. Proposed tree line (see Planning Plan on L4).
8. Proposed tree line (see Planning Plan on L4).
9. Proposed tree line (see Planning Plan on L4).
10. Guest parking stall.
11. Specimen tree (see Planning Plan on L4).
12. Proposed street tree (see Planning Plan on L4).
13. Proposed canopy tree (see Planning Plan on L4).
14. Proposed columnar / vertical screen tree (see Planning Plan on L4).
15. Vehicular sightlines, per Civil.



Schematic Landscape Plan

The Olson Company

Schematic 3rd Submittal | Project No.: T0029 | Date: Feb. 06, 2013

L-1

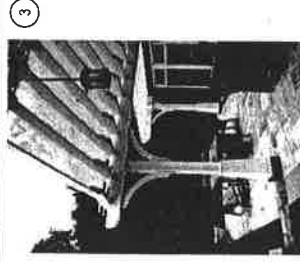
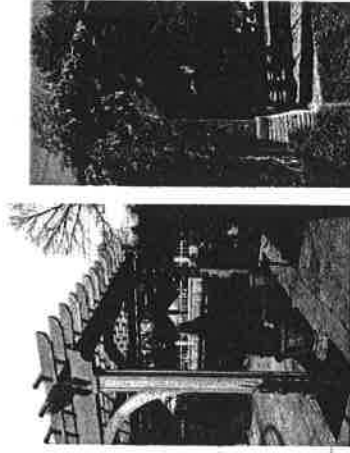
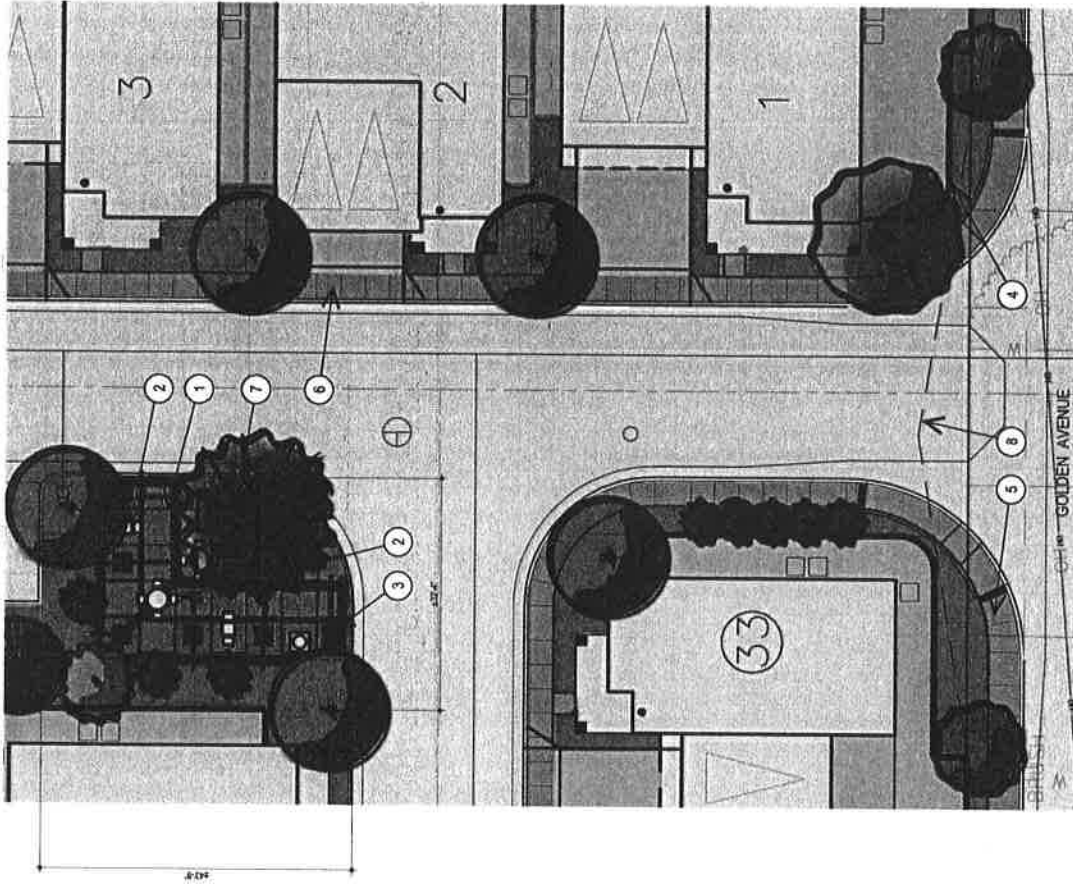
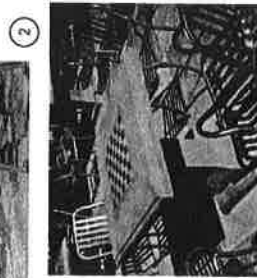
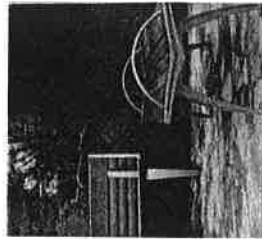
studio
PAD

Placentia - Golden Avenue



LEGEND

1. Community open space with enhanced paving or concrete.
2. Site furniture: Benches, tables & chairs (see detail).
3. Wood railing / Arbor feature at open space area with enhanced lighting.
4. Entry project identification / name (lettering) with up-lighting.
5. Concrete public street sidewalk.
6. Community concrete sidewalk.
7. Proposed tree (per Planting Plan on L3).
8. Vehicular sightlines, per CVD.



The Olson Company

Project No: T0008
Date: Feb. 08, 2013

Schematic 3rd Submittal
L-2

Placentia - Golden Avenue

Studio PAB



Schematic Enlargement Plan - Entry & Open Space (1/8" Scale)

WALL LEGEND

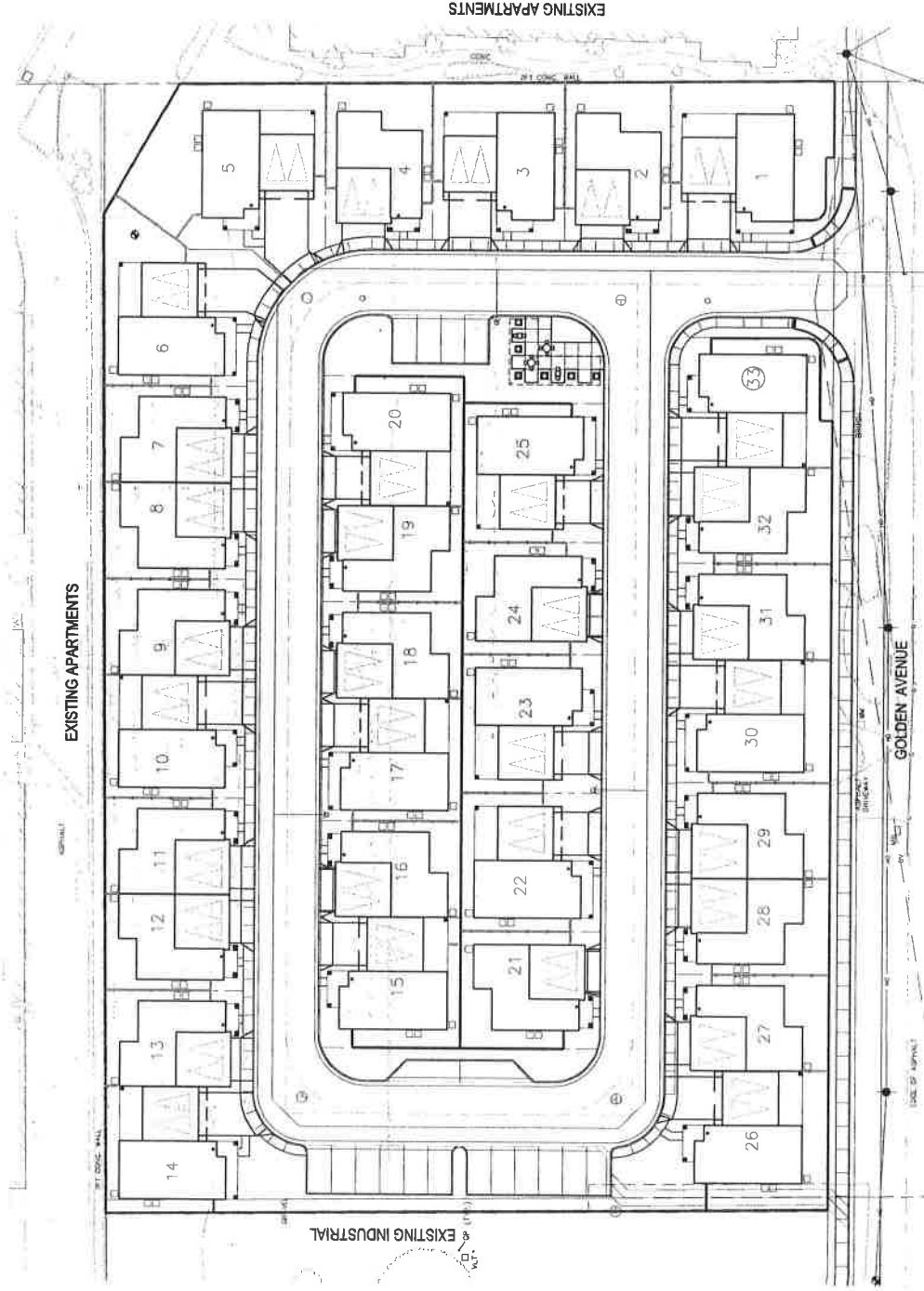
- Precision block wall with cap.
- Skyward wood fence.
- WD Fence on CMU Party Wall



Precision block wall with cap.



Skyward wood fence.



Schematic Wall & Fence Plan

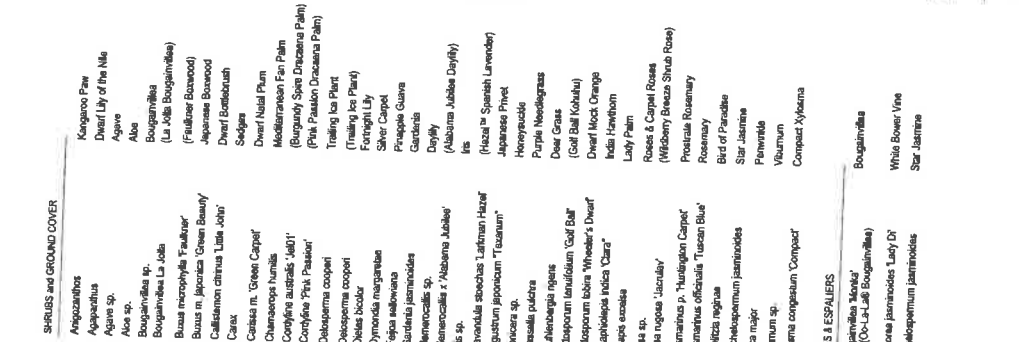
The Olson Company

Schematic and Submittal | Project No: TOC098 | Date: Feb. 06, 2013

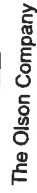
L-3



Placentia - Golden Avenue
studio
PAB

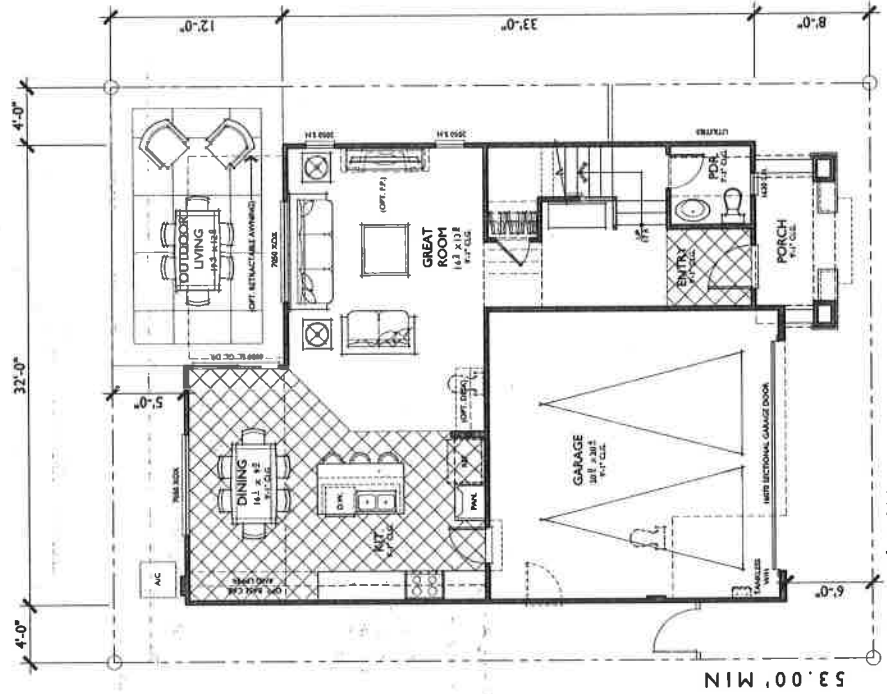


1. Irrigation (including spray and/or drip) will be provided, in the Construction Document phase, and to be installed per local California water regulations (AS1881).
2. Transformers, back-flow preventers & other above-ground utilities to be screened with landscape as permitted per local codes & regulations.
3. Landscape lighting (landscape up-lights, path lights/bollards, etc.) to be coordinated with Electrical Engineer in future phase.



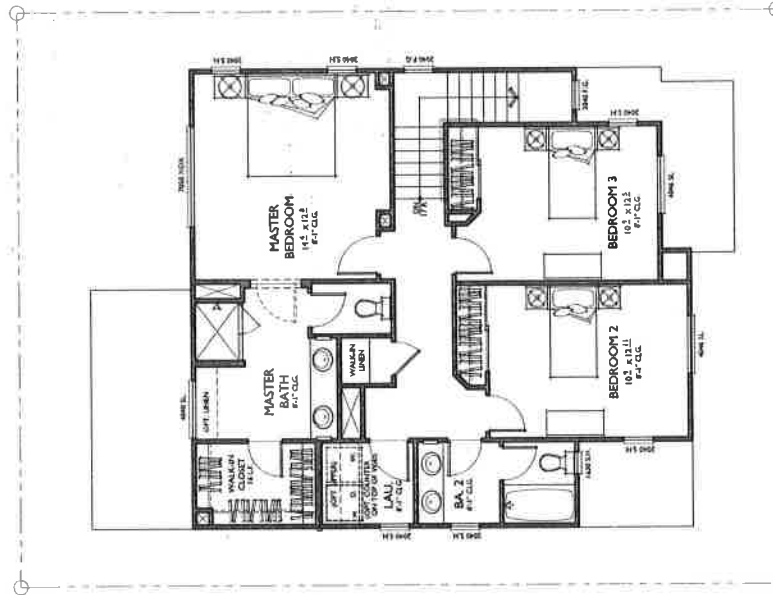
Placentia - Golden Avenue



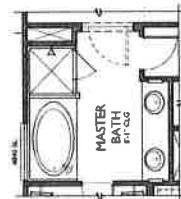


FIRST FLOOR

FIRST FLOOR	791 SF
SECOND FLOOR	968 SF
TOTAL	1,759 SF
GARAGE	422 SF
PORCH	64 SF



SECOND FLOOR



OPT. TUB/SHOWER
IN LIEU OF SHOWER & LINEN

PLAN ICR

REFLECTS BUNGALOW 'C' ELEVATION

GOLDEN & ROSE
PLACENTIA, CALIFORNIA

SCALE 1/4" = 1'-0"



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338 - 12114

2.26.13

MATERIALS LEGEND

- CONCRETE FLAT TILE ROOF
- SAND FINISH STUCCO
- CEMENTITIOUS BOARD AT GABLE END
- STUCCO O/ FOAM TRIM
- DECORATIVE FOAM SHUTTERS
- OUTLOOKERS: FOAM W/ WOOD GRAIN FINISH
- STUCCO FINISH AT COLUMNS
- METAL ROLL-UP GARAGE DOOR



PLAN I CR

FRONT ELEVATIONS

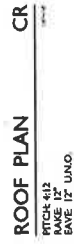
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PLACENTIA, CALIFORNIA

2.26.13

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338.12114
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0 1 2 3 4 SCALE 1/4" = 1'-0"





GOLDEN & ROSE
PLACENTIA, CALIFORNIA

0 2 4 SCALE 1/4" = 1'-0"

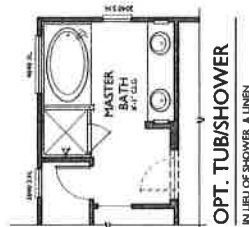
2.26.13

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 Tel: (949) 553-5102
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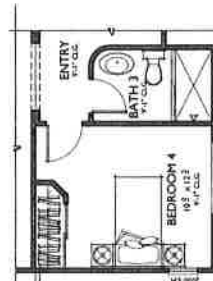
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338.12114
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OPT. BEDROOM 4 / BATH
IN LIEU OF LOFT

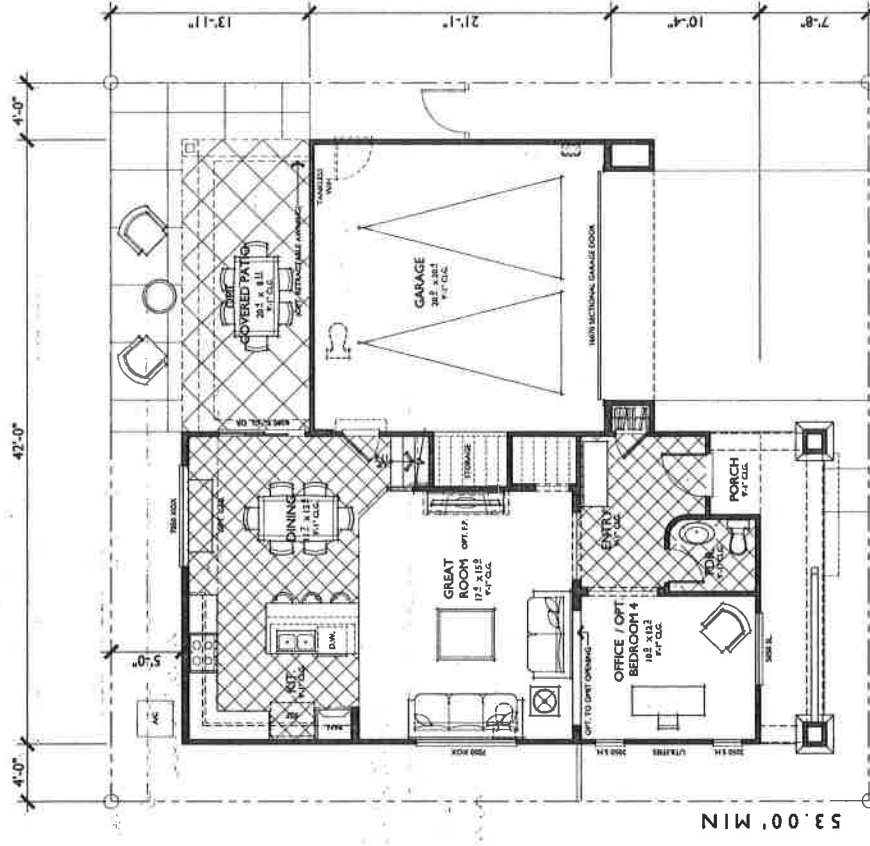


OPT. TUB/SHOWER
IN LIEU OF SHOWER / LINEN



OPT. BEDROOM 4 / BA 3
IN LIEU OF OFFICE / POR

SCALE 1/4" = 1'-0"



FIRST FLOOR

FIRST FLOOR	861 SF
SECOND FLOOR	1,323 SF
TOTAL	2,184 SF
GARAGE	447 SF
PORCH	118 SF
OPT. COVERED PATIO	181 SF

2, 2, 6, 13

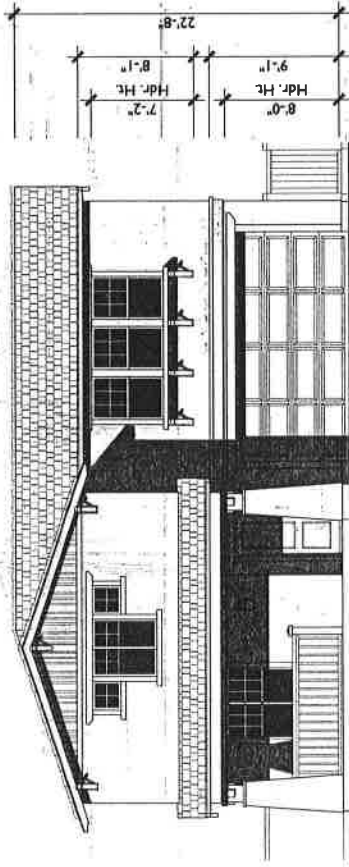
PLAN 2A
REFLECTS BUNGALOW 'A' ELEVATION

GOLDEN & ROSE
PLACENTIA, CALIFORNIA

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1000 N. GATEWAY AVENUE, SUITE 100
PLACENTIA, CA 92669
TEL: 714.865.1114
WWW.BASSERMANLAGONI.COM

MATERIALS LEGEND A

- CONCRETE FLAT TILE ROOF
- SAND FINISH STUCCO
- CEMENTITIOUS BOARD AT ENHANCED GABLE ENDS
- STUCCO O/ FOAM TRIM
- DECORATIVE FOAM SHUTTERS
- OUTLOOKERS: FOAM W/ WOOD
- GRAIN FINISH
- STUCCO FINISH AT COLUMNS
- METAL ROLL-UP GARAGE DOOR



A - BUNGALOW

FRONT

MATERIALS LEGEND C

- CONCRETE FLAT TILE ROOF
- SAND FINISH STUCCO
- 4x6 SHAPED RAFTER TAILS
- STUCCO O/ FOAM TRIM
- DECORATIVE SHUTTERS
- OUTLOOKERS: FOAM W/ WOOD
- GRAIN FINISH
- CEMENTITIOUS BOARD AT GABLE END
- STUCCO FINISH AT COLUMNS
- METAL ROLL-UP GARAGE DOOR



C - BUNGALOW

FRONT

PLAN 2 FRONT ELEVATIONS

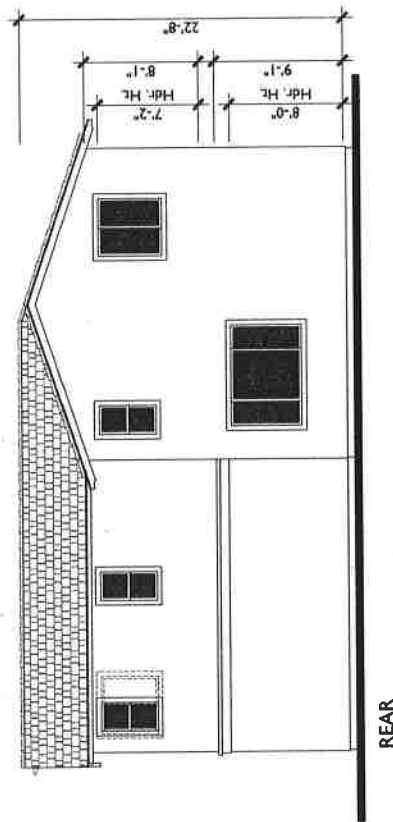
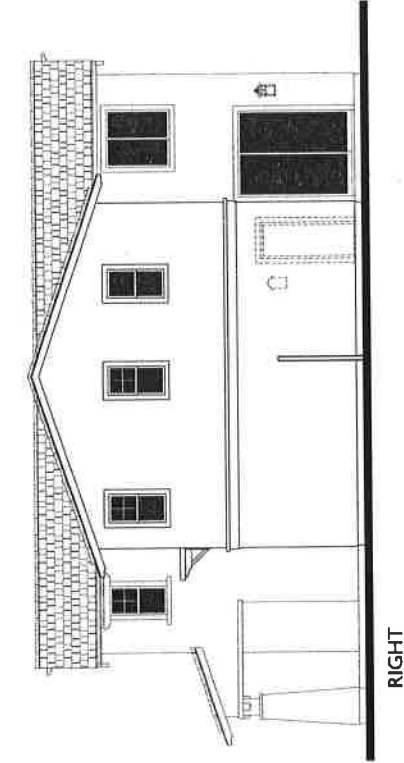
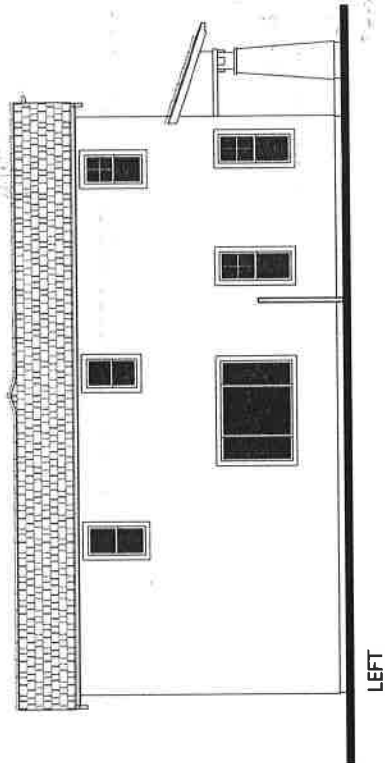
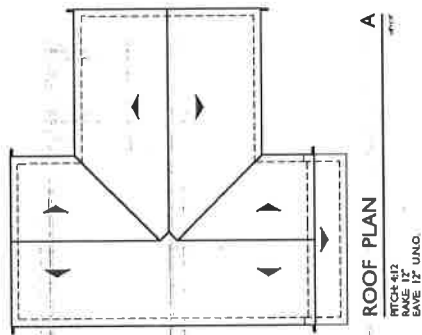
GOLDEN & ROSE
PLACENTIA, CALIFORNIA

SCALE: 1/4" = 1'-0"

2.26.13



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PLAN 2A

SIDES & REAR ELEVATION & ROOF PLAN

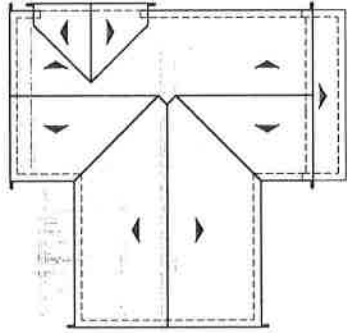
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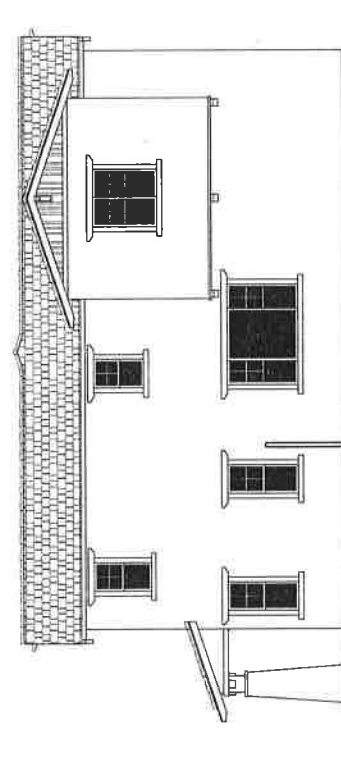
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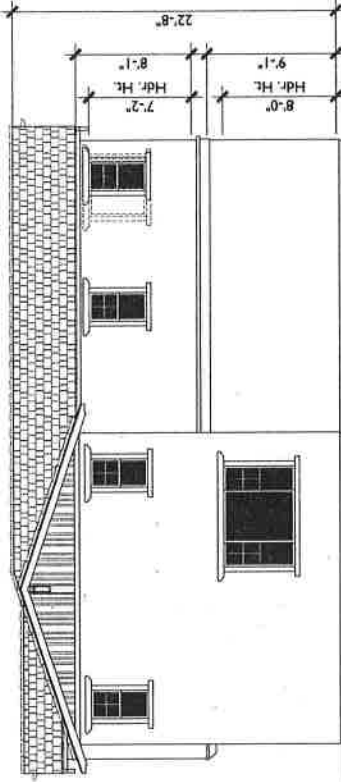
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3.28.12.11.4



ROOF PLAN (ENHANCED ELEVATION) AR
 PITCH 4/12
 RAKE 12"
 EAVE 12" UNO.



RIGHT (LOTS 1 & 25)



REAR (LOT 1)

PLAN 2 AR ENHANCED ELEVATIONS

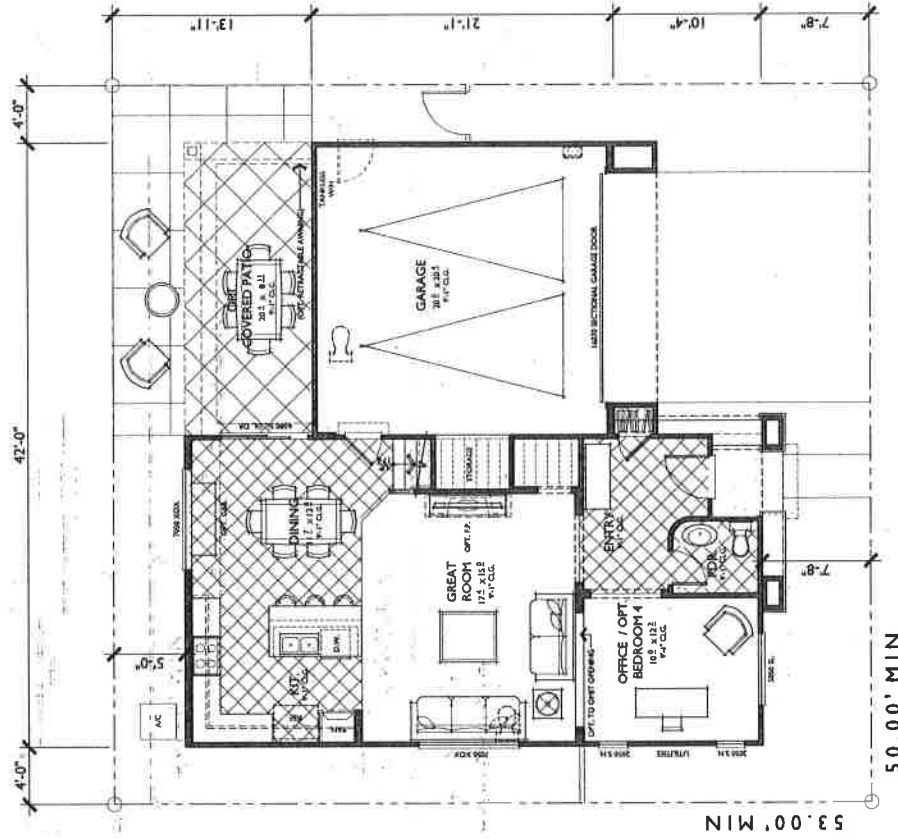
GOLDEN & ROSE
 PLACENTIA, CALIFORNIA

SCALE: 1/4" = 1'-0"

2.26.13



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FIRST FLOOR

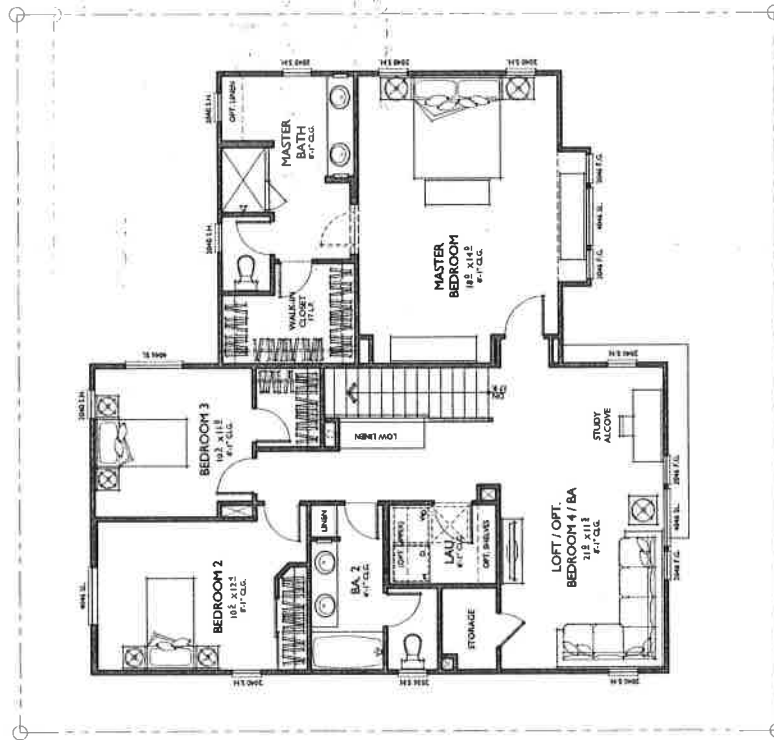
FIRST FLOOR	861 SF
SECOND FLOOR	1,343 SF
TOTAL	2,204 SF
GARAGE	447 SF
PORCH	50 SF
OPT. COVERED PATIO	181 SF

2.26.13

PLAN 2C
REFLECTS BUNGALOW 'C' ELEVATION

GOLDEN & ROSE
PLACENTIA, CALIFORNIA

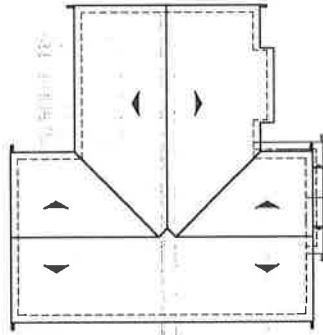
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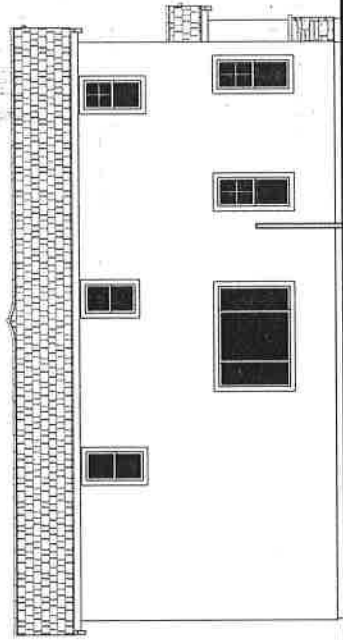
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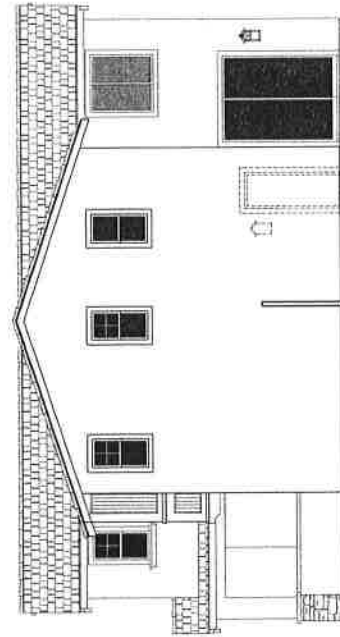




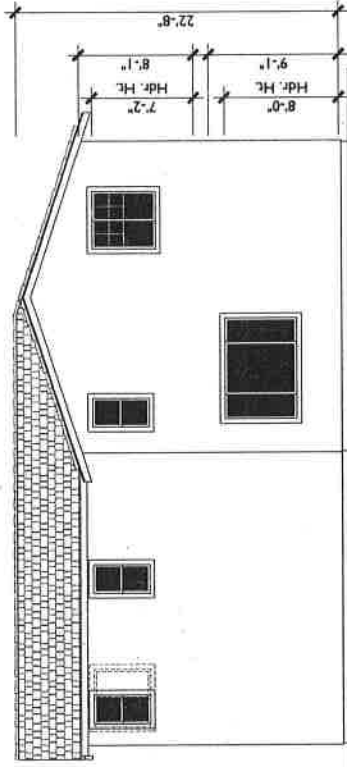
ROOF PLAN
 PITCH: 4:12
 MAKE 12"
 DAVE 12" UNO.



LEFT



RIGHT



REAR

PLAN 2C SIDES & REAR ELEVATION & ROOF PLAN

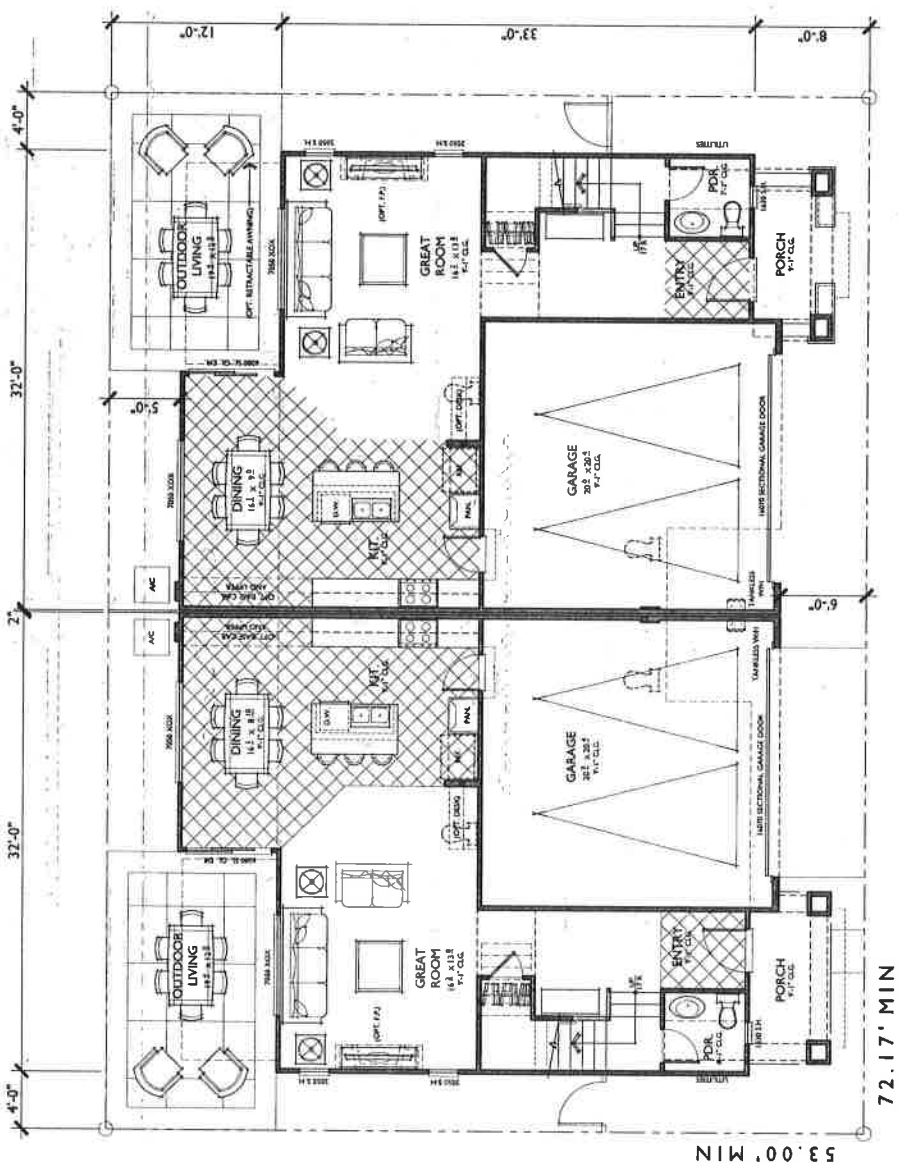
SCALE: 1/4" = 1'-0"

2.26.13



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 PLACENTIA, CALIFORNIA

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 jacob@bassenianlagoni.com



53.00' MIN

FIRST FLOOR

PLAN ID

PLAN ICR

DUPLIX I

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SCALE 1/4" = 1'-0"

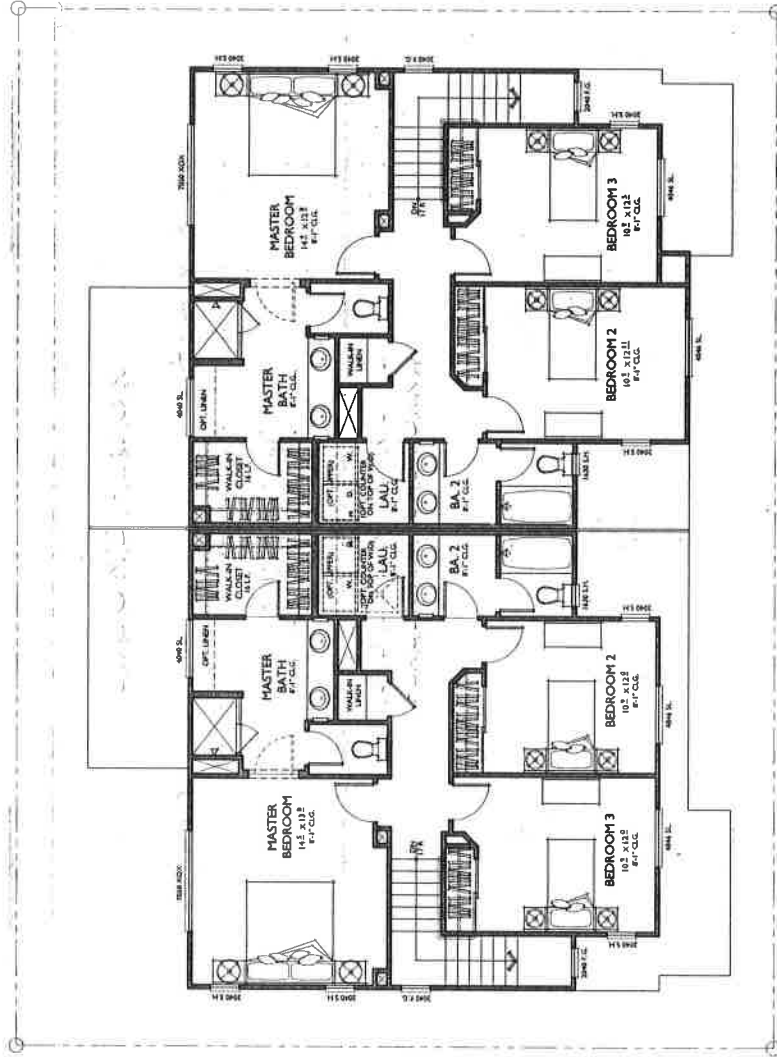


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PLAN ID	
FIRST FLOOR	791 SF
SECOND FLOOR	931 SF
TOTAL	1,722 SF
GARAGE	422 SF
PORCH	64 SF

PLAN ICR	
FIRST FLOOR	791 SF
SECOND FLOOR	968 SF
TOTAL	1,759 SF
GARAGE	422 SF
PORCH	64 SF



SECOND FLOOR

PLAN 1D PLAN 1C

DUPEX I

SCALE 1/4" = 1'-0"



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3338.12.11.4
P:\Projects\Golden & Rose\Golden & Rose.dwg

MATERIALS LEGEND

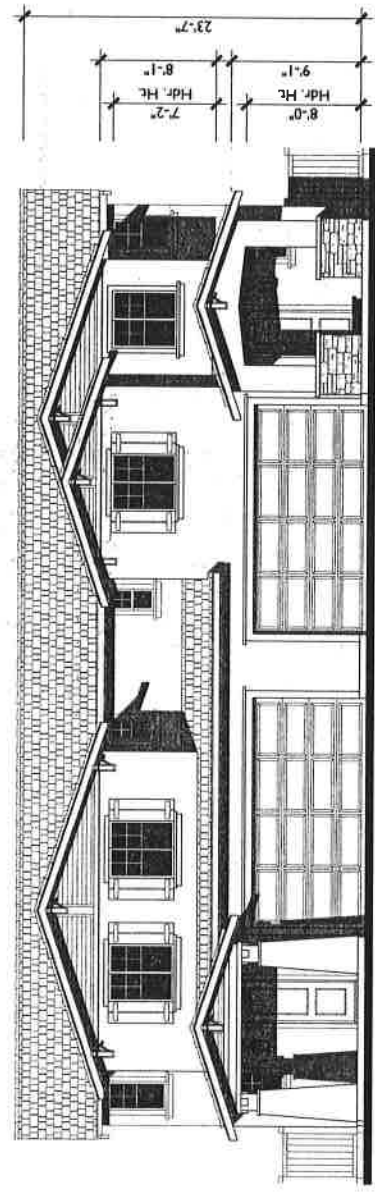
C

- CONCRETE FLAT TILE ROOF
- SAND FINISH STUCCO
- CEMENTITIOUS BOARD AT GABLE ENDS
- STUCCO O/ FOAM TRIM
- DECORATIVE FOAM SHUTTERS
- OUTLOOKERS: FOAM W/ WOOD GRAIN FINISH
- STUCCO FINISH AT COLUMNS
- METAL ROLL-UP GARAGE DOOR

MATERIALS LEGEND

D

- CONCRETE FLAT TILE ROOF
- SAND FINISH STUCCO
- CEMENTITIOUS BOARD AT GABLE ENDS
- STUCCO O/ FOAM TRIM
- DECORATIVE FOAM SHUTTERS
- OUTLOOKERS: FOAM W/ WOOD GRAIN FINISH
- STUCCO FINISH AT COLUMNS
- METAL ROLL-UP GARAGE DOOR



FRONT

PLAN 1 D

PLAN 1 C R

1/4" = 1'-0"

DUPLEX I FRONT ELEVATIONS

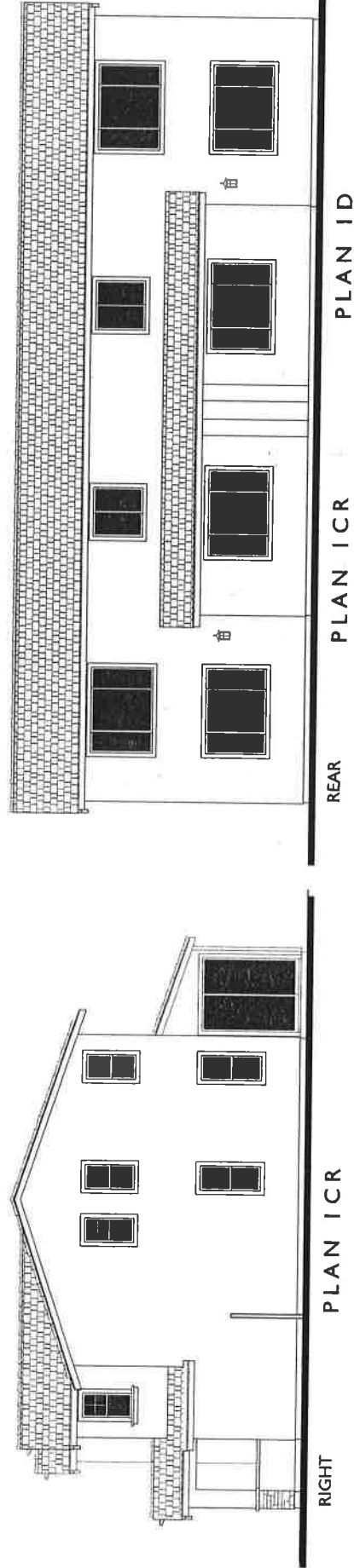
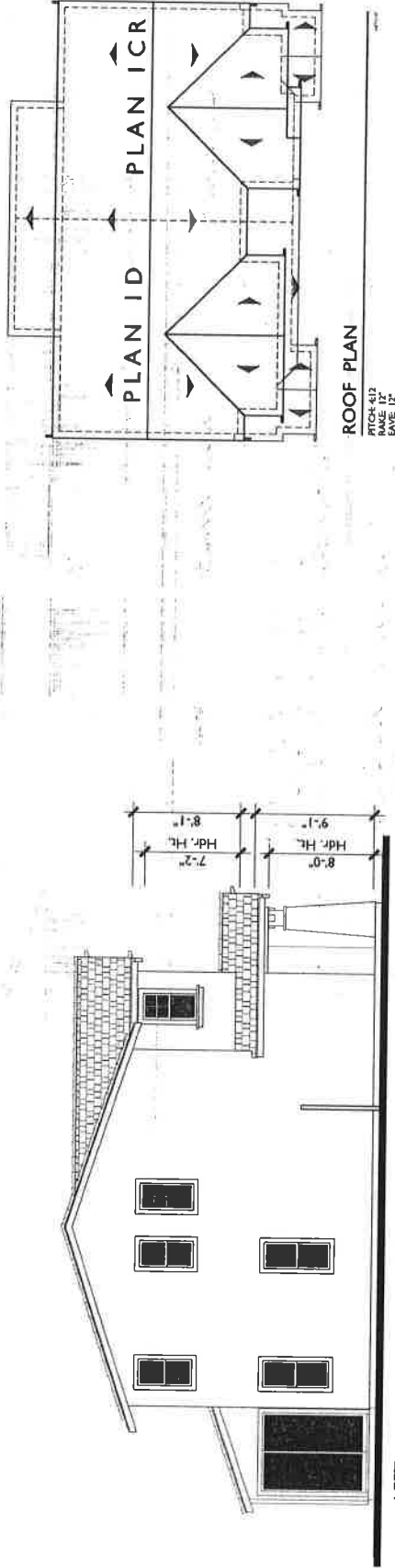
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SCALE 1/4" = 1'-0"



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DUPLEX I SIDE AND REAR ELEVATIONS & ROOF PLAN

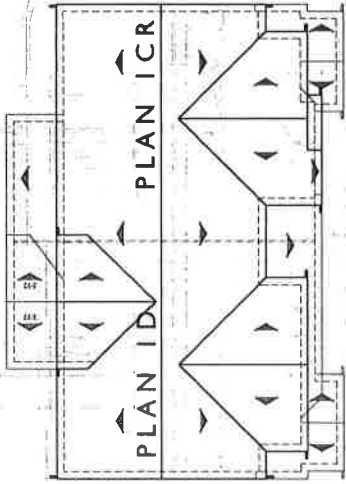
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SCALE 1/4" = 1'-0"

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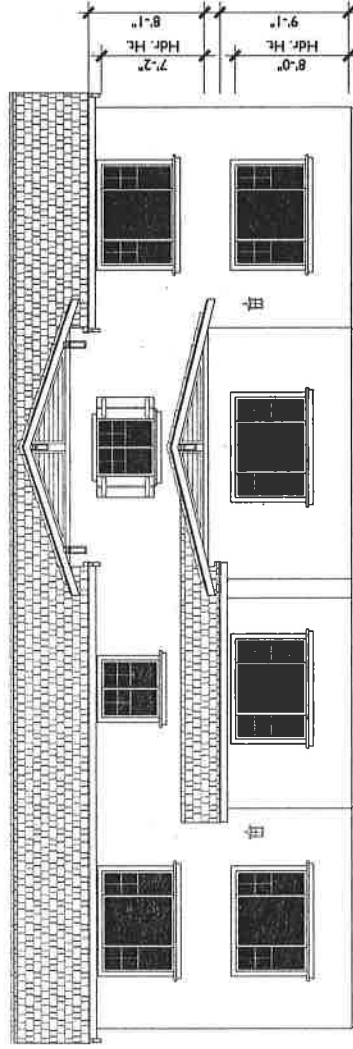


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12th Annual Award of Merit, 12th Annual
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ROOF PLAN (ENHANCED ELEVATION)

ATCH 433 UNO.
RAVE 12"
EAVE 12"



REAR (LOTS 28 & 29) PLAN ICR

PLAN ID

DUPLEX I

ENHANCED ELEVATIONS & ROOF PLAN

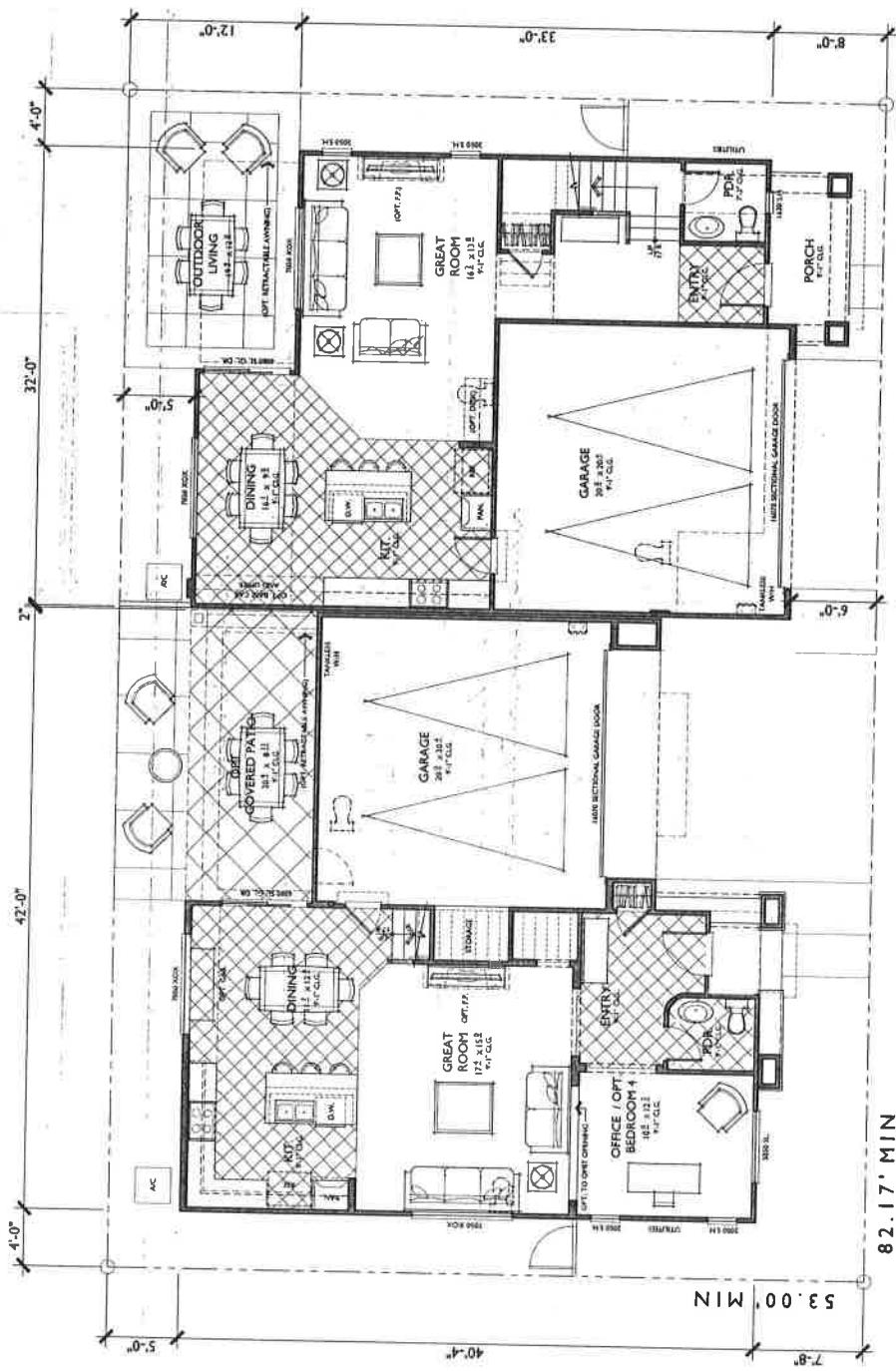
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Project No. 13-001-001-001



PLAN 2D

FIRST FLOOR	861 SF
SECOND FLOOR	1,343 SF
TOTAL	2,204 SF

GARAGE 447 SF
PORCH 50 SF
OPT. COVERED PATIO 181 SF

PLAN 1AR

FIRST FLOOR	791 SF
SECOND FLOOR	931 SF
TOTAL	1,722 SF

GARAGE 422 SF
PORCH 64 SF

FIRST FLOOR

PLAN 2D PLAN 1AR

DUPLX 2

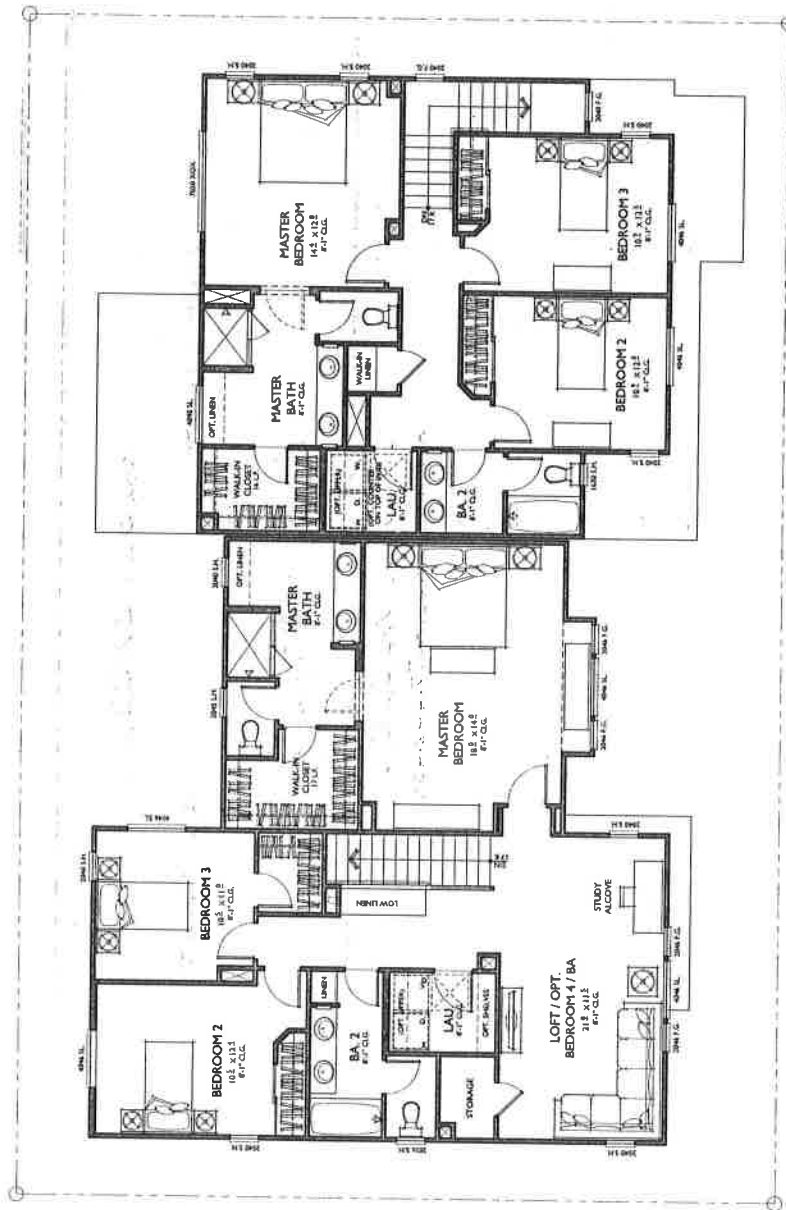
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SCALE 1/4" = 1'-0"

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SECOND FLOOR

PLAN 1A

PLAN 2D

DUPLEX 2

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SCALE 1/4" = 1'-0"



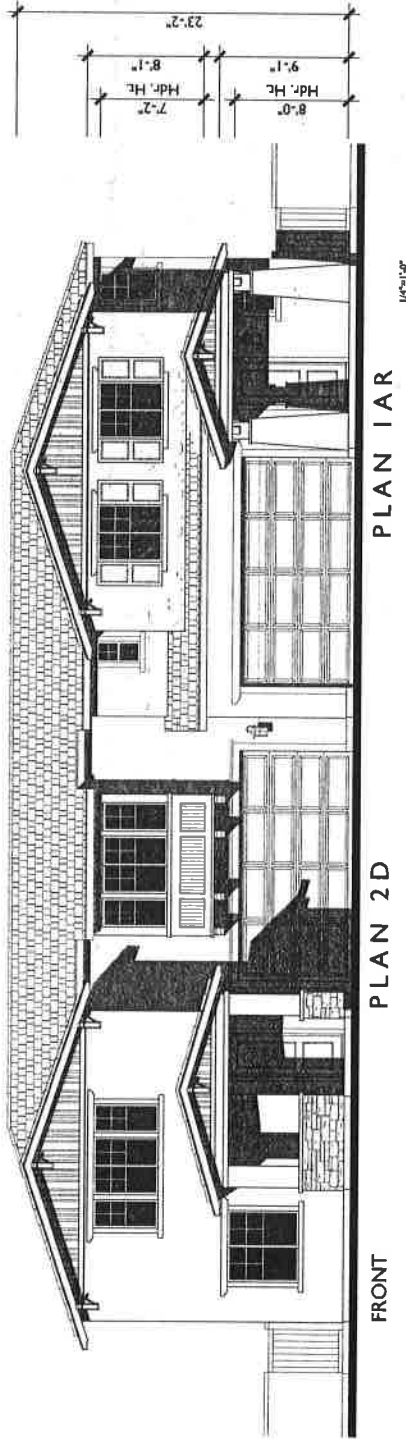
2.26.13

MATERIALS LEGEND A

- CONCRETE FLAT TILE ROOF
- SAND FINISH STUCCO
- CEMENTITIOUS BOARD AT GABLE ENDS
- STUCCO OI FOAM TRIM
- DECORATIVE FOAM SHUTTERS
- OUTLOOKERS: FOAM W/ WOOD GRAIN FINISH
- STUCCO FINISH AT COLUMNS
- METAL ROLL-UP GARAGE DOOR

MATERIALS LEGEND D

- CONCRETE FLAT TILE ROOF
- SAND FINISH STUCCO
- STUCCO OI FOAM TRIM
- DECORATIVE FOAM SHUTTERS
- OUTLOOKERS: FOAM W/ WOOD GRAIN FINISH
- STUCCO FINISH AT COLUMNS
- METAL ROLL-UP GARAGE DOOR



DUPLEX 2
FRONT ELEVATIONS

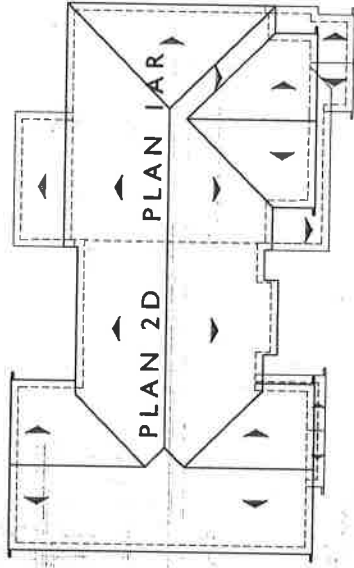
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SCALE 1/4" = 1'-0"

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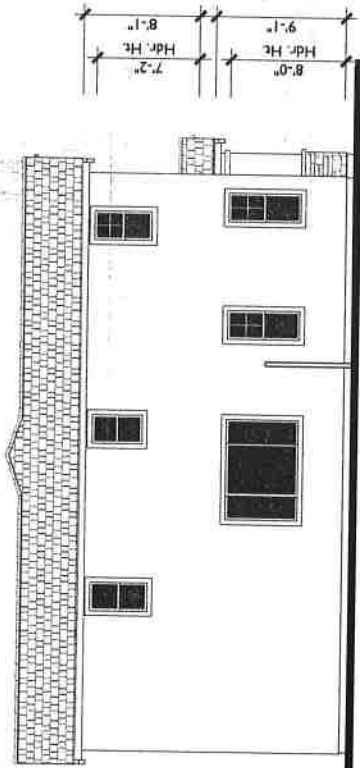


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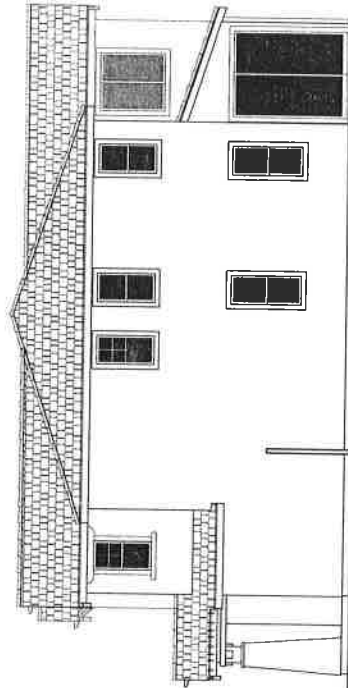


ROOF PLAN

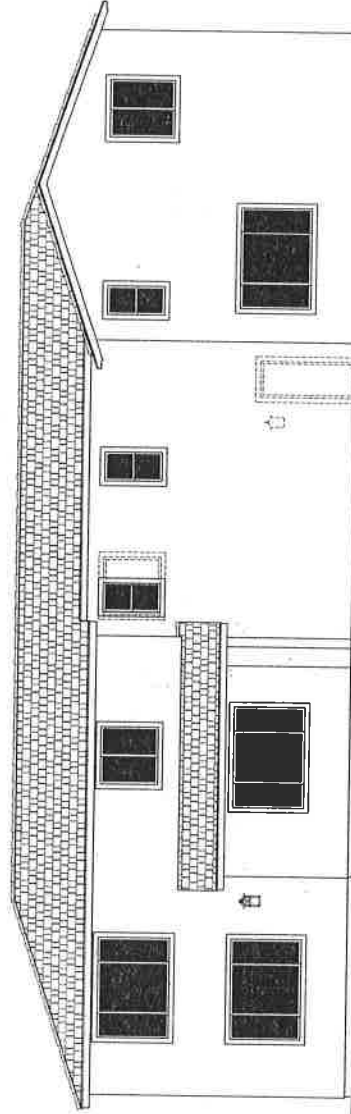
PTCR-412
DATE 12/12



LEFT
PLAN 2D



RIGHT
PLAN 1A



REAR

PLAN 1A

PLAN 2D



SCALE 1/4" = 1'-0"

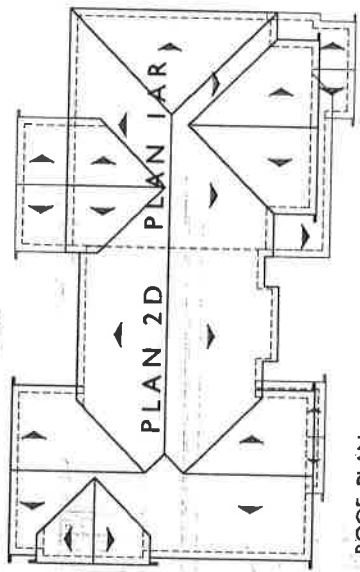
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DUPLEX 2 SIDE AND REAR ELEVATIONS & ROOF PLAN

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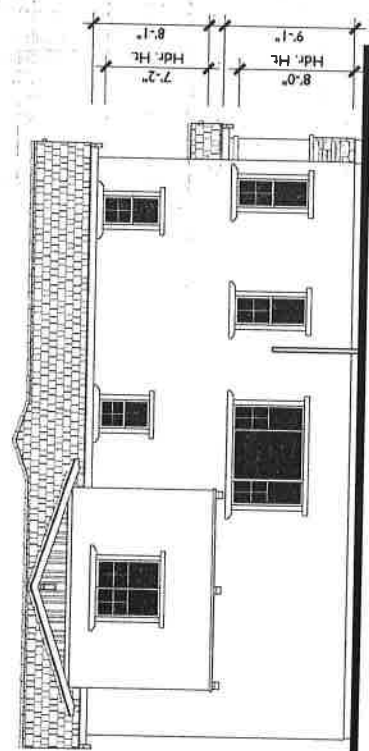


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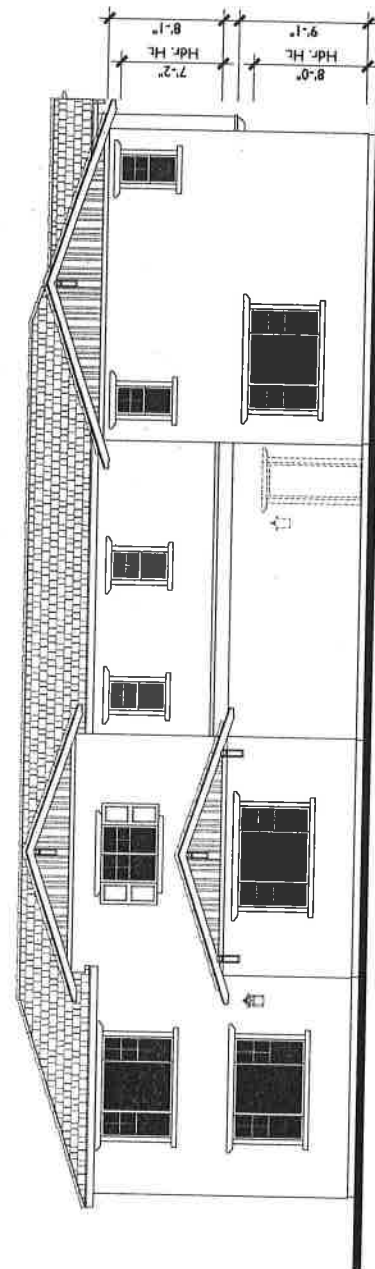


ROOF PLAN (ENHANCED ELEVATION)

PITCH: 4:12 UNO.
RAISE: 12"
GAB: 12"



LEFT (LOTS 15, 26 & 33) REVERSE AT LOTS 15 & 26
PLAN 2D



REAR (LOTS 26 & 27, 32 & 33) REVERSE AT LOTS 26 & 27
PLAN 1A

PLAN 2D

DUPLIX 2 ENHANCED ELEVATIONS & ROOF PLAN

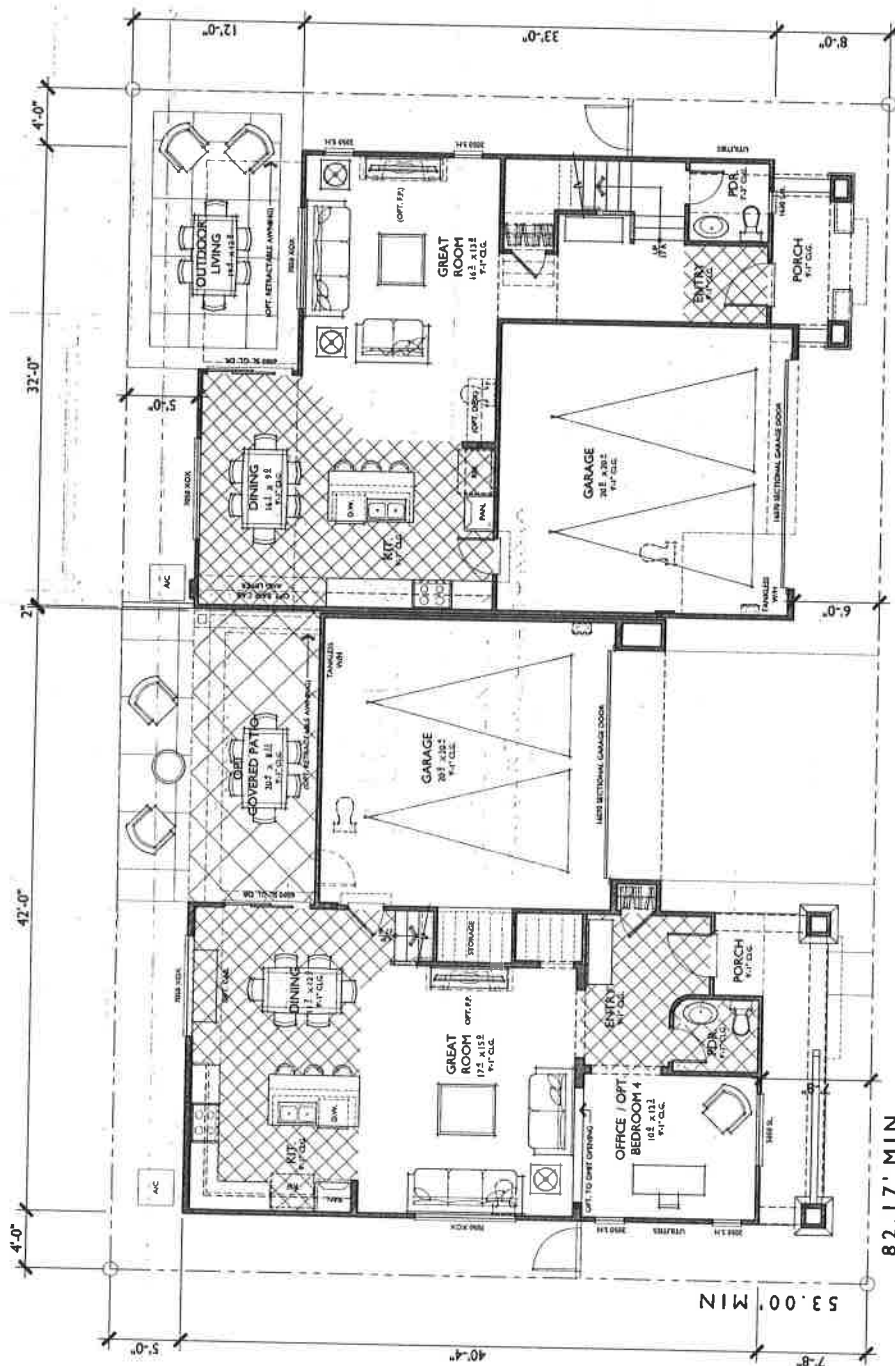
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0 1 2 3 4
 SCALE: 1/4" = 1'-0"

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PLAN 2A
FIRST FLOOR 861 SF
SECOND FLOOR 1,373 SF
TOTAL 2,184 SF

GARAGE 447 SF
PORCH 118 SF
OPT. COVERED PATIO 181 SF

PLAN 1ER
FIRST FLOOR 791 SF
SECOND FLOOR 968 SF
TOTAL 1,759 SF

GARAGE 422 SF
PORCH 64 SF

FIRST FLOOR
PLAN 2A
PLAN 1ER

DUPLX 3

GOLDEN & ROSE
PLACENTIA, CALIFORNIA

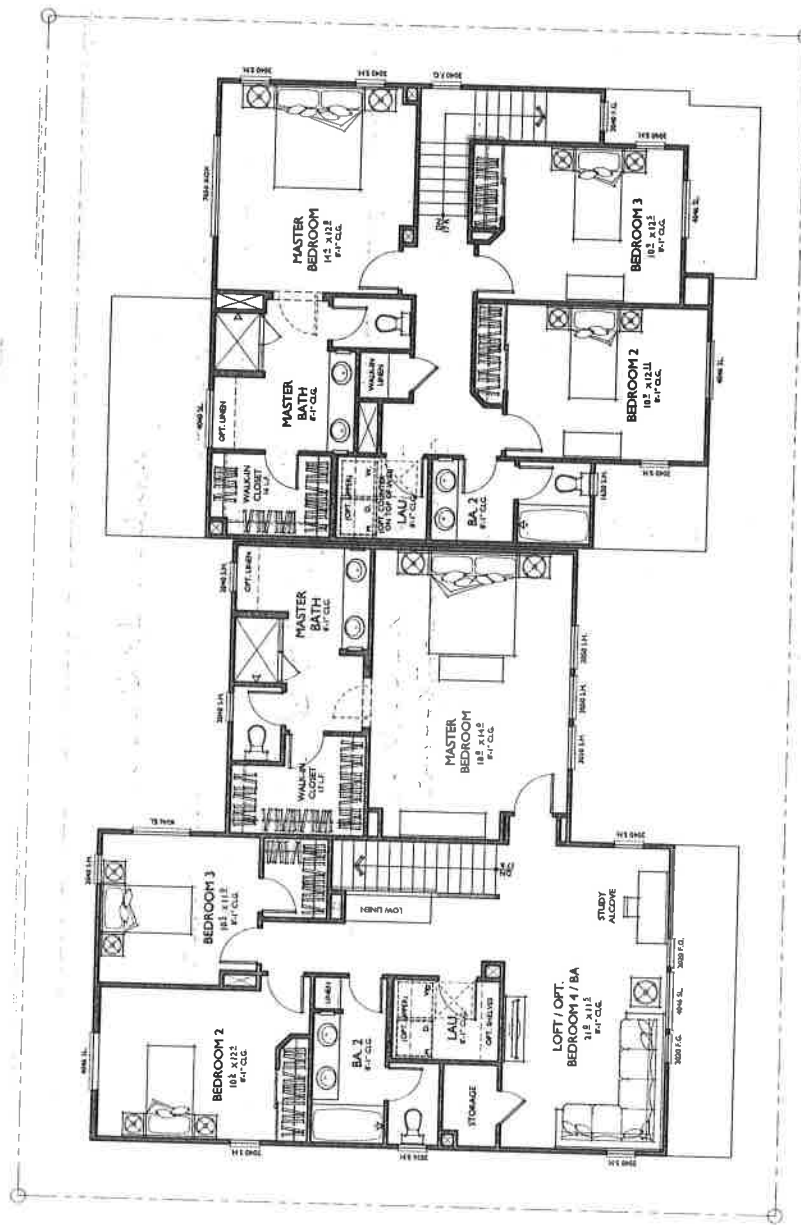
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SCALE: 1/4" = 1'-0"





SECOND FLOOR

PLAN 2A

PLAN 1ER

DUPLEX 3

SCALE 1/4" = 1'-0"

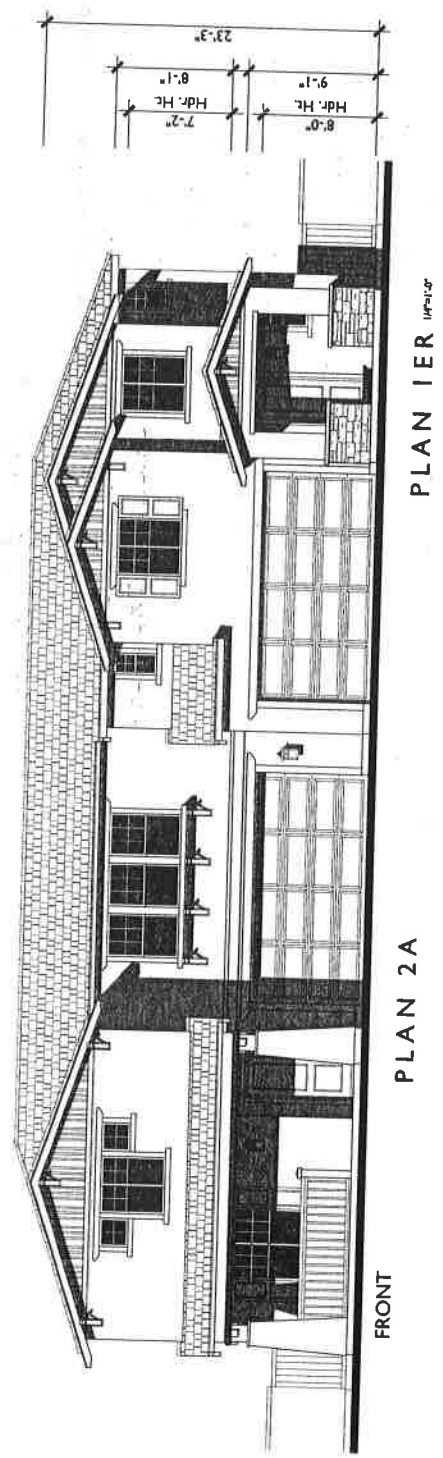


MATERIALS LEGEND A

- CONCRETE FLAT TILE ROOF
- SAND FINISH STUCCO
- CEMENTITIOUS BOARD AT GABLE ENDS
- STUCCO O/ FOAM TRIM
- DECORATIVE FOAM SHUTTERS
- OUTLOOKERS: FOAM W/ WOOD GRAIN FINISH
- STUCCO FINISH AT COLUMNS
- METAL ROLL-UP GARAGE DOOR

MATERIALS LEGEND E

- CONCRETE FLAT TILE ROOF
- SAND FINISH STUCCO
- CEMENTITIOUS BOARD AT GABLE ENDS
- STUCCO O/ FOAM TRIM
- DECORATIVE FOAM SHUTTERS
- OUTLOOKERS: FOAM W/ WOOD GRAIN FINISH
- STUCCO FINISH AT COLUMNS
- METAL ROLL-UP GARAGE DOOR



DUPLEX 3 FRONT ELEVATIONS

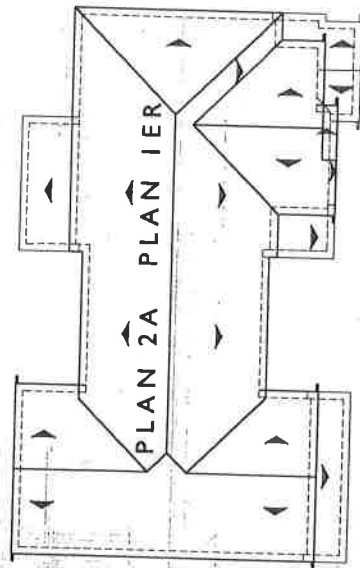
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SCALE: 1/4" = 1'-0"

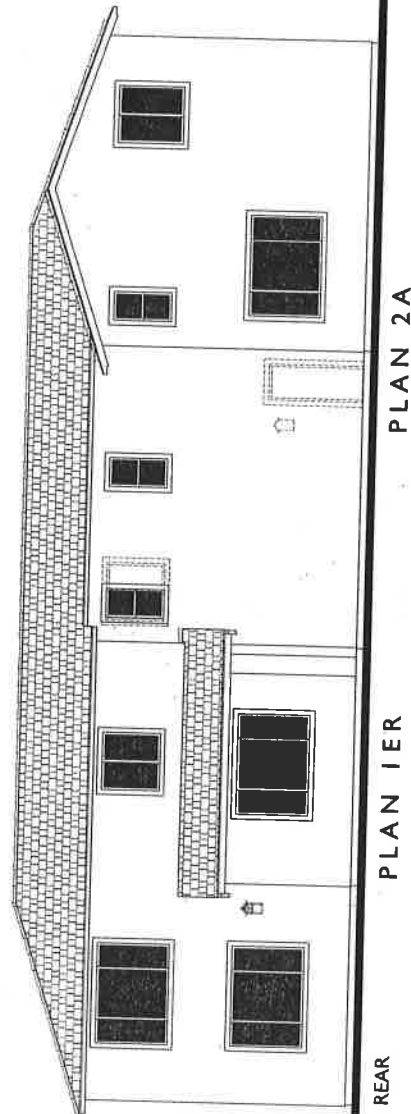
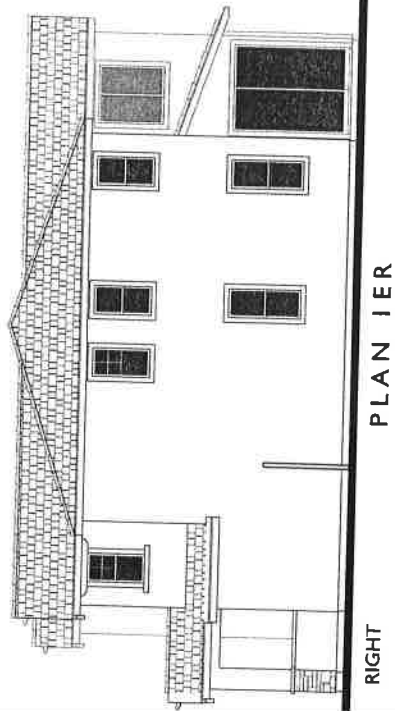
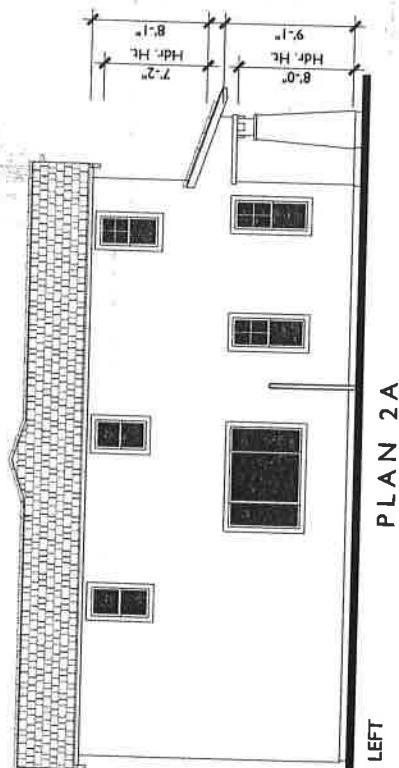
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ROOF PLAN
PITCH: 4/12
EAVE: 12"
DRAVE: 12"



DUPLEX 3 SIDE AND REAR ELEVATIONS & ROOF PLAN

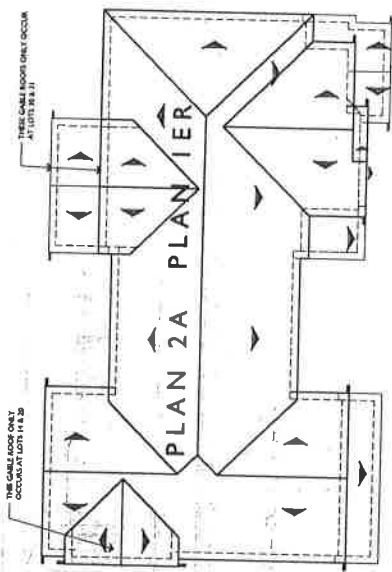
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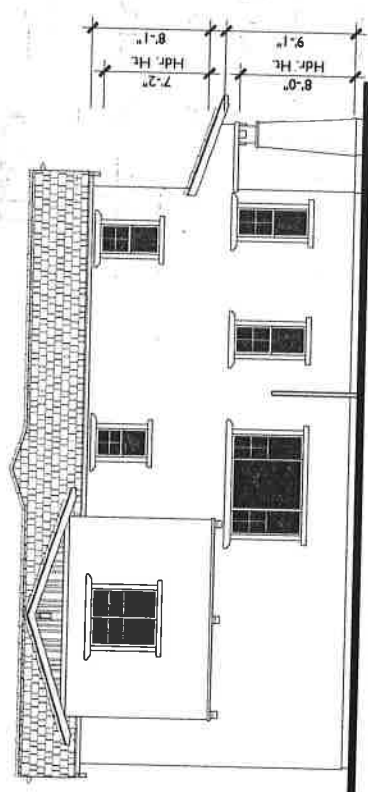
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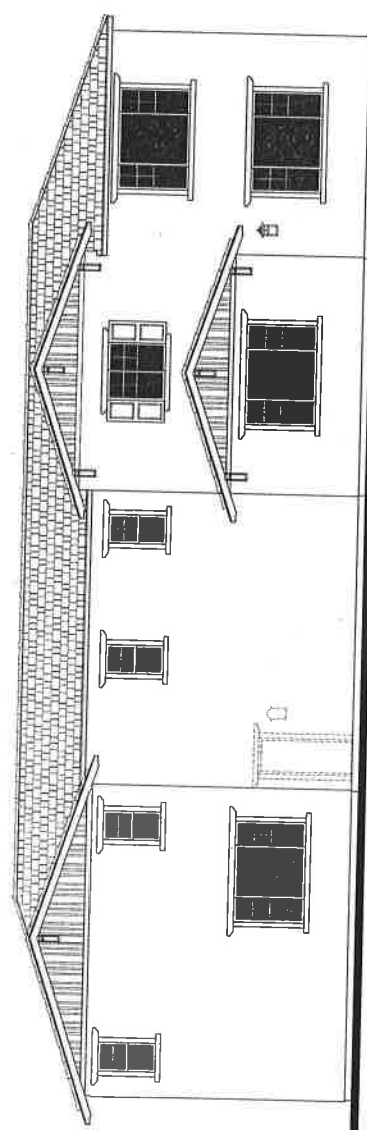
ROOF PLAN (ENHANCED ELEVATION)

NOTES: 412 UNQ. IMAGE SCALE: 1/4" = 1'-0" EAVE 12"



LEFT (LOTS 14 & 20)

PLAN 2A



REAR (LOTS 30 & 31)

PLAN 2A

PLAN IER

DUPLEX 3 ENHANCED ELEVATIONS & ROOF PLAN

GOLDEN & ROSE
PLACENTIA, CALIFORNIA

SCALE: 1/4" = 1'-0"

2, 26, 13



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EXHIBIT "C"

CONDITIONS

**Conditions of Approval and Standard Development Requirements for Tentative
Tract Map 17489**

SPECIAL CONDITIONS

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

ALL OF THE FOLLOWING CONDITIONS OF APPROVAL OF TENTATIVE TRACT MAP 17489 (TTM No. 17489) SHALL BE FULLY COMPLIED WITH PRIOR TO THE FINAL INSPECTION FOR USE AND OCCUPANCY OF THE PREMISES.

CITY PLANNING DIVISION:

1. The approval of Tentative Tract Map No. 17489 allows for the construction as described within Development Agreement No. 2012-01 related to 1049 Golden Avenue.
2. Approval of Tentative Tract Map No. 17489 shall not be construed to mean any waiver of applicable and appropriate zoning regulations, or any federal, State, County, and City of Placentia Municipal Code.
3. Failure to abide by and faithfully comply with any and all conditions attached to this action shall constitute grounds for revocation or amendment of said action by the City of Placentia Planning Commission.
4. Tentative Tract Map No. 17489 shall expire two (2) years from the date of final approval, if not implemented. An application may be made to the Director of Development Services for a one (1) year extension. No more than one (1) extension shall be permitted.
5. The applicant shall, as a condition of project approval, at its sole expense, defend, indemnify and hold harmless the City, its officers, employees, agents and consultants from any claim, action, proceeding, liability or judgment against the City, its officers, employees, agents and/or consultants, which action seeks to set aside, void, annul or otherwise challenge any approval by the City Council, Planning Commission, or other City decision-making body or City staff action concerning applicant's project. The applicant shall pay the City's defense costs, including attorney fees and all other litigation-related expenses, and shall reimburse the City for any and all court costs, which the City may be required to pay as a result of such defense. The applicant shall further pay any adverse

financial award which may issue against the City including but not limited to any award of attorney fees to a party challenging such project approval. The City shall retain the right to select its counsel of choice in any action referred to herein. The City agrees to promptly notify the applicant of any such claim filed against the City and to fully cooperate in the defense of any such action.

6. The Director of Development Services (the "Director") is authorized to make minor modifications to the approved preliminary plans or any conditions if such modifications shall achieve substantially the same results as would strict compliance with said plans and conditions.
7. The approved architecture style, finished material, and colors shall be Bungalow, as noted in the approved plans. Changes to the facades and/or colors shall be subject to the review and approval of the Director.
8. Pursuant to the approval of the Development Agreement, the following development standards shall apply:
 - Number of units: 33
 - Density: 12.5 units/acre
 - Parking: 2 spaces per unit within a garage and 33 guest spaces (15 on driveways and 18 spaces within the project site)
 - Front Setback: 5 feet to 10 feet depending on plan
 - Rear Setback : 5 feet to 10 feet depending on plan
 - Distance b/w buildings: 8 feet to 10 feet depending on plan
9. The units shall consist of the sizes and type as set forth on the approved plans.
10. Prior to the submittal of working drawings, five (5) site plans shall be submitted for the review and certification of the Director of Development Services and shall include the following information:
 - a. All Special Conditions of Approval and Standard Development Requirements of Tentative Tract Map No. 17489.
 - b. Include any project revisions on the site plan. Additionally, include separate sheets with approved Special Conditions of Approval, Standard Development Requirements.
 - c. Typical cross section views and details through the property and across each property line as directed by the Director of Development Services.
 - d. Full site plan notes, details and dimensions.
 - e. Location of transformers, meters and other aboveground appurtenances.

11. Prior to the issuance of any building permits, submit the following for the approval of the Director of Development Services:
 - a. An exterior lighting plan showing location, type and design of fixtures and areas of illumination (photometric). Lighting shall neither negatively impact adjacent properties nor the public right-of-way.
 - b. Complete landscape and irrigation plans.
 - c. Postmaster approval of the location and design of the mailboxes, if applicable.
 - d. Samples of all colors, textures and materials.
 - e. A detailed site plan showing the location where building related-equipment, facilities and materials will be stored during construction.
 - f. A detailed timeline outlining the course of drilling, grading/construction work that will take place on the property.
 - h. A detailed site plan showing how pedestrians will be protected during construction.
12. Prior to the issuance of building permits, the developer shall submit for City approval a construction staging plan that indicates how safe vehicular and pedestrian access to the site will be maintained for the duration of the construction period. The construction staging plan shall include measures such as, but not limited to the following:
 - a. A telephone number and a name of a contact person for registering complaints or comments shall be posted in a clearly visible manner along the perimeter of the site.
 - b. A flag person shall be employed to direct traffic when construction vehicles access the project site and the construction staging area.
 - c. Alternate pedestrian routes to the site shall be clearly delineated with safe access to and the site.
 - d. If any sidewalk is blocked during construction, alternate routes for pedestrians and bicycles shall be clearly marked with signs approved by the City.
 - e. All access points shall be clearly marked during construction, and if an access point is blocked during construction, a detour sign to an alternate access point shall be clearly posted.

13. All roof mounted equipment and appurtenances shall be screened as an integral part of the architectural design, subject to the review and approval of the Director of Development Services and the Chief Building Official.
14. Roofing materials shall comply with the City's Roofing Policy on file with the City Building Division.
15. Applicant/builder shall comply with all applicable Water Quality Management Plan (WQMP) requirements and Best Management Practices (BMPs) to control pollutant run-off from the subject site during construction. Applicant to provide plan to be approved by the Public Works Department.

Prior to final release of the buildings:

- a. All Special Conditions of Approval and Standard Development Requirements shall have been completed and final inspections approved.
 - b. Landscape and irrigation plans shall be approved and on file with the City Building Division and all landscape materials established and irrigation system properly functioning.
16. Complete project Landscape and irrigation plans shall comply with the provisions of Chapter 23.77, Xeriscape of the Placentia Municipal Code.
 17. During grading and construction, site shall be regularly sprinkled with water to minimize fugitive dust emissions. Also, compliance shall be required with the permitted working hours as specified in § 23.81.170, Grading, construction and maintenance of real property of the Placentia Municipal Code. Signs shall be posted at all construction entrances to the project site indicating the permitted working days and hours.
 18. Applicant shall comply with the City's Noise Control Ordinance, Chapter 23.76 of the Placentia Municipal Code.
 19. Applicant/builder is responsible, at its sole cost and expense, to cause all project related cable, telephone, electrical, and other utility services serving the property to be placed underground within the subject site. Prior to the issuance of building permits, Applicant/builder shall submit a separate utility plan for each such utility service. The utility plan shall indicate the precise location of where all cable, telephone, electrical, and other utility services serving the property will be placed underground within the subject site, as well as the points of connection at the proposed building or buildings on the site and the public right-of-way. Prior to the submittal of the utility plans to the City, the plans shall be reviewed and approved by the utility companies. Evidence of approvals shall be in the form of a signed and dated approval stamp and/or approval letter. If the precise locations of future utility services cannot be reasonably ascertained prior to the issuance of building permits, upon prior written approval of the Director of Development Services, prior

to issuance of a certificate of occupancy. Applicant/builder shall provide the City with "as built" plans showing the precise locations where all cable, telephone, electrical, and other utility services serving the property were placed underground within the subject site, as well as the points of connection at the building or buildings on the site and the public right-of-way.

20. Applicant/Builder shall establish a rodent abatement program prior to the demolition of existing structures on the property, or before any other on or off-site work. A detailed description of how this program will work shall be submitted to the City Planning Division for approval prior to obtaining a demolition permit.
21. Prior to the final release of the structure, all Special Conditions of Approval and Standard Development Requirements shall have been completed and final inspections approved.
22. The applicant/property owner shall be responsible for maintaining the property, including the landscaped areas, walkways, and all paved surfaces, free from graffiti, debris and litter at all times. Graffiti shall be removed by the applicant/property owner within 48 hours of defacement and/or upon notification by the City.
23. Applicant shall provide a plan that indicates the manner in which adjacent structures are protected against noise, vibration and other factors relating to the drilling, grading and construction of the proposed water well facility. Plan shall be submitted prior to any construction work conducted on the subject property.
24. Applicant shall provide sufficient written notice to adjacent property owners as to the drilling, grading and construction schedule of the proposed development of 33 units. Notice shall include a telephone number and a name of a contact person for registering complaints or comments
25. Property owner shall be responsible for maintaining the property, including the landscaped areas, walkways, and all paved surfaces, free from graffiti, debris and litter. Graffiti shall be removed by the applicant/property owner within 72 hours of defacement and/or upon notification by the City.
26. Litter shall be regularly removed from the premises, including adjacent public sidewalks, and from all areas under the control of the applicant.
27. Prior to the final of building permits, the applicant shall record CC&R's on the property to govern the maintenance, repair and improvement of all common areas. This shall include, but not be limited to, the landscaping, all utilities, exterior of buildings, exterior lighting, internal streets, and walkways. Additionally, the CC&R's shall require all trash receptacles to be stored in the garages of the units (except during pick-up day) and shall prohibit parking anywhere on the site, except in garages and marked guest parking spaces. CC&R's shall run with the land and shall not expire. Prior to recording of the CC&R's, the applicant shall

submit the CC&R's to the City Attorney for review and approval. A copy of the recorded CC&R's shall be provided to the Director to be included with the project file.

CITY BUILDING DIVISION:

28. All building structures plans shall be designed and prepared by a licensed California architect or engineer.
29. Grading plans shall be prepared by a registered, licensed California civil engineer and shall be approved by the City Engineering Division prior to the issuance of any building permits.
30. All construction shall comply with the 2010 Uniform Building Code (CBC 2010), Uniform Plumbing/Mechanical (CPC 2010), National Electrical Code (CEC 2010), License Ordinance (Sub-contractor list), State of California Energy Conservation Standards, Flood Plain Management Regulations
31. Unless otherwise identified within the Development Agreement, fees shall be paid prior to recordation of final map or issuance of building permits as follows: County Sewer Fee; Building Permit, Plan Check, Contractor/Sub. License Fees; Recreation/Park in-lieu Fees; Curb Identification Fee
32. All contractors and subcontractors shall obtain a City business license. Developer/Applicant shall request a standard subcontractor form from the City Building Division prior to the issuance of any building permits. This standard form shall be completed and submitted to the City Business License Division prior to release of a Certificate of Occupancy.

CITY ENGINEERING DIVISION:

33. Applicant will modify the proposed wall along Golden Avenue to provide adequate sight distance (line-of-site) for motorists making left turn from the project entrance/exit onto Golden Avenue to the satisfaction of the City Engineer.
34. Applicant shall provide a grading plan prepared by State registered engineer detailing site construction and elevations.
35. The applicant shall process and record offsite Southern California Edison and Yorba Linda Water District easements to the satisfaction of the City Engineer prior to issuance of building permits. No easements along Golden Avenue shall be granted to any agency or utility prior to City Dedication and acceptance of Golden Avenue right-of-way dedication.
36. An encroachment permit for work in public right of way is required and all applicable best management practices and procedures for storm water protection (NPDES and MS4) shall be employed.

37. Block perimeter walls and landscape irrigation systems require separate permit. The block wall along the west side of the property shall be no less than eight (8) feet in height as measured from the high side.
38. TTM 17489 shall comply with provisions of Title 22 of the Placentia Municipal Code and the latest edition of the State Subdivision Map Act.
39. Project entry street shall be 24 feet wide with parking prohibition on each side.
40. Applicant shall pay all applicable impact fees, plan check, and inspection charges prior to building permit issuance unless otherwise required by the Development Agreement.
41. Parkway culvert shall convey 10 year storm event. Onsite retention shall be provided to offset 10 year post development impact.
42. A Utility Plan shall be provided prior to approval of final grading plan.
43. Applicant shall provide a Landscape Plan using City approved trees for Golden Avenue.
44. Applicant shall widen and improve Golden Avenue to comply with Orange County/City of Placentia undivided secondary arterial road standard along project frontage to the satisfaction of the City Engineer.
45. Right of Way dedication for Golden Avenue shall be completed for street and utility purposes along with the filing of the final map. Easements for utilities and access across private streets to be filed with final map.
46. Any conflicting pipelines shall be removed or relocated prior to final grading approval.
47. TTM 17489 shall be annexed into the City Street Lighting District and Landscape Maintenance District prior to issuance of occupancy permit.
48. Applicant to submit a final hydrology study for the subdivision to the satisfaction of the City Engineer.
49. Street and striping plans shall be prepared to the satisfaction of the City Engineer.
50. A final soils report and grading plan shall be prepared by a state registered engineer.
51. All utilities shall be placed underground.
52. Vehicular access from Golden Avenue shall be limited to one location as shown on TTM Map No. 17489.

53. Improvement plans shall be prepared by a state registered engineer to the satisfaction of the City Engineer.
54. Survey monuments shall be set in accordance with the Subdivision Map Act.
55. Security to guarantee performance and labor and materials shall be posted in amounts prescribed by the Subdivision Map Act.

CITY POLICE DEPARTMENT:

56. Developer/Applicant shall comply with Placentia Police Department standard development requirements for security (See Attachment "B")

ORANGE COUNTY FIRE AUTHORITY:

57. Developer/Applicant shall comply with all site development requirements specified by the Orange County Fire Authority (OCFA) and provide City with applicable proof of OCFA necessary approvals. (See Attachment "C")

RESIDENTIAL AND INDUSTRIAL / COMMERCIAL STANDARD DEVELOPMENT REQUIREMENTS

TTM 17489

THE FOLLOWING SHALL APPLY IF CHECKED

BUILDING DIVISION

Compliance required with the latest

- ☒ 2012 California Building Code
- ☒ 2012 California Plumbing and Mechanical Code
- ☒ 2012 California Electrical Code
- ☒ License Ordinance (Sub-Contractor List)
- ☒ Flood Plain Management Regulations
- ☒ State of California Energy Conservation Standards
- ☒ Handicap Requirements

ENGINEERING DIVISION

STREETS

Dedications

- ☒ Street Rights-of-Way
- ☒ Vehicular access rights to arterial highways

Improvements

- ☒ Grading, paving, curb and gutter, sidewalks, medians on arterial highways, storm drains

Miscellaneous

- ☒ Installation of survey monuments
- ☒ Street Naming Committee to approve all street names
- ☒ Treewells, planters, storm drains, sewer lines
- ☒ No easements to be granted to any agency or individual prior to issuance of building permits except to the City of Placentia
- ☒ Sidewalk / Utility
- ☒ Vehicle Access (emergency)
- ☒ Project address shall be provided prior to issuance of any City permits

UTILITIES

Undergrounding

- ☐ Existing overhead facilities
- ☒ Proposed utilities

Pipelines

- ☐ Relocation or removal of existing pipelines

Provide

- ☒ Sewer mains and laterals
☒ Approved conduit for cable television
☒ Ornamental street lights

Services

- ☐ Water service by City approved agency
☐ Sewer service by City approved agency
☒ Annexation to Placentia Street Lighting District

MEDIANS

Arterial Highway Medians (where required)

- ☐ Construct one-half of median, including landscaping or pay for one-half cost of construction and installation

MAINTENANCE DIVISION

Provide

- ☒ Street trees, fifteen (15) gallon or larger size at maximum ft. o.c.
☒ Species
☒ Sprinkler system
☒ Sprinkler Controller (type and number of stations)

PLANNING DIVISION

Expiration

- ☒ Expires two (2) years from the date of approval unless used or an extension is requested and approved

Garage

- ☒ Electric garage door openers required where driveways are less than twenty (20) feet in length

Roof-Mounted Equipment or Appurtenances

- ☒ Completely screened from public view

Mailboxes

- ☒ Approved by the Postmaster

Sales Office

- ☐ Copies of the current Placentia Zoning and General Plan Land Use maps displayed at all times

O.C. SANITATION DISTRICT

Permit

- ☐ Required of industrial and commercial users for discharge of waste water directly or indirectly to the District's sewerage facilities

O.C. FIRE PROTECTION AUTHORITY

HYDRANT

- ☐ Provide the following hydrants:
Number Size Capacity
- ☐ All hydrants, valves, and mains installed and operable prior to construction with combustible materials

MISCELLANEOUS

- ☐ ***Parking***
Permitted only in approved spaces for private drives. Signs provided noting prohibition of parking in unauthorized areas
- ☐ ***Trash Storage Areas***
Approved one (1) hour fire separation or sprinklers for those connected to or immediately adjacent to any structure
- ☐ ***Fire Alarm System***
Local alarm and evacuation system installed and maintained
- ☐ ***Decorative Grills or Bars***
Provided with breakaway devices

PERMITS

- Permits necessary for the following prior to installation and / or use**
- ☐ 1. Underground storage tanks for flammable liquids
- ☐ 2. Flammable liquids dispensing equipment
- ☐ 3. Operation using flammable or toxic liquids
- ☐ 4. Storage of more than six (6) gallons of Class I or Class II flammable liquids

FEES - CHARGES - DEPOSITS

Fees, charges, and deposits shall be paid prior to issuance of grading and / or building permits.

BUILDING

- ☒ County sewer
- ☒ Building permit and plan check

- ☒ Recreation / park in-lieu
- ☒ Curb identification
- ☒ General and sub-contractor's business license fees

ENGINEERING

Fees and Charges

- ☒ Storm drain acreage
- ☒ Sewer acreage
- ☒ Engineering plan check and inspection
- ☒ Final subdivision map check
- ☒ Street name and traffic control sign
- ☒ Arterial street soil test
- ☒ Thoroughfare acreage
- ☒ Mission bell street lights
- ☐ Arterial highway median construction
- ☐ Arterial highway median landscaping
- ☒ Traffic Impact

Deposit

- ☐ Street tree maintenance
- ☐ Pre-acceptance street cleaning
- ☒ Street light advance maintenance and energy
- ☐ Grading Bond

PLANNING

- ☐ Landscape plan check

PLANS

ENGINEERING

Submit five (5) copies of the following to the City Engineer prior to issuance of building permits

- ☒ Grading plan and Drainage Plan
- ☒ Street improvement plan
- ☒ Sewer plan
- ☒ Storm drain plan
- ☒ Preliminary composite utility / plot plan
- ☒ Tract map
- ☐ Parcel map
- ☒ Landscape plan for sight distance clearance

Provide

- ☒ City Engineer with "as-built" construction plans for the above items

MAINTENANCE

Approval by the Maintenance Division of the following prior to the issuance of building permits

- ☐ Landscape Plans

Provide Maintenance Division Superintendent with "as-built" originals of irrigation systems for

- ☐ Street trees
☐ Planters
☐ Landscaped medians
☐ Sprinkler Controller (type and number of stations)

PLANNING DIVISION

Applicable to all development or significant redevelopment greater than 5,000 square feet:

- ☒ Prior to issuance of building permits, submit a Water Quality Management Plan (WQMP) specifically identifying Best Management Practices (BMPs) that shall be used on site to control predictable pollutant run-off.
- ☒ Prior to recordation of a map for subdivision of land and if determined applicable by City / EMA official(s), submit a WQMP that identifies the application and incorporation of those routine structural and non-structural BMPs outlined in the countrywide NPDES Drainage Area Management Plan Appendix detailing implementation of BMPs not dependent on specific land uses for approval of the City and EMA official(s)
- ☒ Prior to issuance of grading or grubbing and clearing or surface mining or paving permits, obtain coverage under the NPDES Statewide Industrial Storm water Permit for General Construction Activities from the State Water Resources Control Board. Evidence that this has been obtained shall be submitted to City / EMA official(s)

C.C. & R.'s

- ☒ ***Provide***
Planning Division with three (3) copies of C.C. & R.'s prior to approval of the final map
- ☒ ***Record***
C.C. & R.'s prior to or simultaneously with the recordation of the final tract or parcel map

Attachment "B"
Placentia Police Department Standard Development Requirements

PLACENTIA POLICE DEPARTMENT

APPLICATION: Tentative Tract Map No. 17489

STANDARD DEVELOPMENT REQUIREMENTS RESIDENTIAL

The following standards shall be required for all residential developments. No modifications shall be made without the approval of the Police Chief.

RESIDENTIAL SECURITY

Sliding Glass Doors

Shall be of tempered glass with locking bolt that grips door and frame together and prevents the door from being pried in an upward direction. The strike area shall be reinforced to prevent prying and disengagement of the locking bolts. Anti-lift out device(s) shall be installed in the upper channel above the moving panel to prevent raising and removal from the tract while in the closed position.

Other Doors

Except for vehicular access doors, all exterior swinging doors of any residential building and attached garage, including the door leading from the garage area into the dwelling unit, shall be equipped as follows:

All wood doors shall be of solid core construction with a minimum thickness of one and three-fourths

(1 3/4) inches, or with panels not less than nine-sixteenths (9/16) inch thick.

Metal doors of hollow construction shall be of a minimum 16 gauge steel with reinforcement to maintain the design thickness of the door when any locking device is installed. Metal jambs shall be used.

Door stops on wooden jambs for in-swinging doors shall be of one piece construction with the jamb.

A single or double door shall be equipped with a double or single cylinder deadbolt lock. The bolt shall have a minimum projection of one (1) inch and be constructed so as to repel cutting tool attack. The deadbolt shall have an embedment of at least three-fourths (3/4) inch into the strike receiving the projected bolt. The cylinder shall have a hardened, rotating steel cylinder guard, a minimum of five pin tumblers, and shall be connected to

the inner portion of the lock by connecting screws of at least one-fourth (1/4) inch in diameter. A dual locking mechanism constructed so that both deadbolt and latch can be retracted by a single action of the inside door knob, or lever, may be substituted provided it meets all other specifications for locking devices.

The inactive leaf of double door(s) shall be equipped with metal flush bolts having a minimum embedment of five-eighths (5/8) inch into the head and threshold of the door frame.

Glazing in exterior doors or within forty (40) inches of any locking mechanism shall be of fully tempered glass or rated burglary resistant glazing, except when double cylinder deadbolt locks are installed.

The strike plate for deadbolts on all wood framed doors shall be constructed of minimum sixteen (16) U.S. gauge steel, bronze, or brass and secured to the jamb by minimum of two screws, which

(Doors, continued)

must penetrate at least two (2) inches into solid backing beyond the surface to which the strike is attached.

Hinges for out-swinging doors shall be equipped with non-removable hinge pins or a mechanical interlock to preclude removal of the door from the exterior from the exterior by removing the hinge pins. Except where clear vision panels are installed, all front exterior doors shall be equipped with a wide angle one hundred-eighty degree (180°) door viewer.

Upon occupancy by the owner or proprietor, each single unit in tract or multi-unit development, constructed under the same general plan, shall have locks using combinations which are interchange free from locks used in all other separate dwellings, proprietorships or similar distinct occupancies.

Windows

No Louvered windows shall be used.

All windows shall have a locking mechanism(s) which when in a closed and locked position, shall be constructed so as to prevent the window from being opened or removed by external force or prying.

Address

The address number shall be mounted near the front entry of each building or other conspicuous location and be no less than four (4) inches high. They shall be mounted on a contrasting background and easily visible from the street or walkway. If rear-vehicular access, the same numbers shall be displayed on the rear of building.

There shall be positioned at each entrance of a multiple-family dwelling complex an illuminated diagrammatic representation of the complex which shows the location of the

viewer and the unit designations within the complex. In addition, each individual unit within the complex shall display a prominent identification number, not less than four (4) inches in height, which is easily visible to approaching vehicular and/or pedestrian traffic.

Lighting

Aisles, passageways, and recesses related to and within the building complex shall be illuminated with an intensity of at least twenty-five one hundredths (.25) foot-candles at the ground level during the hours of darkness. Lighting devices shall be protected by weather and vandalism resistant covers.

The open parking lot is to be lighted during hours of darkness with a minimum of one (1) footcandle of light on the parking surface during the hours of darkness. Tree and lights are to be coordinated and not located in the same spot. Provide a photometric plan with landscape plan showing compliance. Lighting devices shall be protected by weather and vandalism resistant covers.

Ladders

Ladders leading to the roof shall do so from the interior of the building.

Other

CC&R's to require Homeowners' Association to petition City Council for resolution enabling enforcement of traffic regulations on private streets by police (Section 211 07.7 State of California Vehicle Code).

Attachment "C"
Orange County Fire Authority (OCFA) Special Conditions of Approval

Prior to the issuance of building permits

Fire Master Plan (service code PR145)- This plan will demonstrate all turning radii, street widths, fire hydrant locations, etc.

Methane Investigation/Mitigation (services codes PR170-PR176)- It will need to be determined if the proposed project is located in an "administrative boundary." These areas are determined by the Department of Oil, Gas & Geothermal Resources (D.O.G.G.R.) as areas that may have methane present in the soil. If the property is in an administrative boundary, soil testing will be required. Depending on the results of the testing, methane mitigation may be required.

Fire Sprinkler System (service codes (PR400-PR465)

EXHIBIT "D"

PUBLIC IMPROVEMENTS

EXHIBIT "E"

DEDICATIONS

See Conditions of Approval # 43, 45, 46, and 47 in Resolution No. PC-2013-08 as follows:

- Applicant shall provide a Landscape Plan using City approved trees for Golden Avenue.
- Applicant shall widen and improve Golden Avenue to comply with Orange County/City of Placentia undivided secondary arterial road standard along project frontage to the satisfaction of the City Engineer.
- Right of Way dedication for Golden Avenue shall be completed for street and utility purposes along with the filing of the final map. Easements for utilities and access across private streets to be filed with final map.
- Any conflicting pipelines shall be removed or relocated prior to final grading approval.
- TTM 17489 shall be annexed into the City Street Lighting District and Landscape Maintenance District prior to issuance of occupancy permit.

EXHIBIT "F"

DEVELOPMENT FEES

Development fees for the subject project shall include, but not be limited to, the following:

Developer Obligations	Cost per Unit	Number of Units	Total
Public Safety Mitigation Fee (Paid at project entitlement)	\$3,427	33	\$113,091
Community Facilities District			To be determined
Fair share contribution for Golden Avenue Bridge design (50% at project entitlement and 50% at Certificate of Occupancy of 16 th unit)			\$125,000
In Lieu contribution for affordable housing opportunities: 10% (Paid prior to issuance of project C of O)	\$3,500	33 x 10% = 3.3 units 3.3 x \$35,000 =	\$115,500
Park in lieu fee	\$3,628	33	\$119,724
Development Agreement: City Staff Fees			\$5,000 deposit
Development Agreement: Attorney Fees			\$5,000 deposit
Tentative Map			\$4,262
Negative Declaration			\$3,000
CC&R Review			\$1,616
Preliminary Plan Review			\$2,000

EXHIBIT "G"

PUBLIC BENEFITS

1. Developer shall contribute \$125,000.00 in furtherance of engineering and design requirements for proposed improvements to the Golden Avenue Bridge. Fifty percent (50%) of said contribution shall be made immediately upon issuance of a grading permit for the Project. The remaining fifty percent (50%) shall be due and payable upon issuance of the sixteenth (16th) Certificate of Occupancy.

2. Developer shall contribute \$102,816.00 as a public safety mitigation fee. Fifty percent (50%) of said contribution shall be made immediately upon issuance of entitlements for the Project. The remaining fifty percent (50%) shall be due and payable upon issuance of the sixteenth (16th) Certificate of Occupancy.

3. Developer shall contribute \$119,724.00 as a park in lieu fee in accordance with the provisions of Chapter 5.28 of the Placentia Municipal code. Developer shall receive a credit against said park in lieu fee, in accordance with the requirements of Chapter 22.54 of the Placentia Municipal Code, based upon the value of the on-site open space which is useable for active recreational uses; provided, however, that no payment shall be made to Developer in the event the value of the on-site open space which is useable for active recreational uses exceeds Developer's in lieu fees. The final determination of said in-lieu fee shall be made by the City Council. Said contribution shall be made at the time of issuance of first Certificate of Occupancy.

4. Developer agrees to approve the establishment of a Community Facilities District (Mello-Roos) ("CFD") applicable to the Project pursuant to the provisions of California Government Code § 53311, *et seq.*, providing for a special tax on the Project of up to a maximum amount of Five Hundred Dollars (\$500.00) per year per house. Said CFD shall include provisions for special taxes pertaining to: Police protection services, including, but not limited to, criminal justice services; fire protection and suppression services, and ambulance and paramedic services; recreation program services, and the operation and maintenance of museums and cultural facilities; maintenance and lighting of parks, parkways, streets, roads, and open space; and flood and storm protection services, including, but not limited to, the operation and maintenance of storm drainage systems. Developer further agrees to cooperate in taking any actions in Developer's control to assist City in the establishment of the CFD including execution and delivery of waivers of notice or meeting and execution and return of ballots approving the CFD formation. The CFD shall be formed prior to the close of escrow for sale of any homes within the Project pursuant to a final subdivision public report or a covenant agreement shall be recorded against each residential lot prior to that date, permitting incorporation of that lot in the CFD.

5. Developer shall contribute \$115,500.00 as a low-moderate housing mitigation fee. Fifty percent (50%) of said contribution shall be made immediately upon issuance of the sixteenth (16th) Certificate of Occupancy. The remaining fifty percent (50%) shall be due and payable upon issuance of the thirty-third (33rd) Certificate of Occupancy.

Attached are the **Planning Commission Staff Reports** from the ***March 12, 2013*** and ***April 9, 2013*** Planning Commission meetings along with the adopted **Resolutions PC-2013-08** and **PC-2013-09**. The attachments, Development Agreement, Project Plans, and Negative Declaration to these reports were removed and are included as attachments to the City Council staff report.



Placentia Planning Commission

Agenda Staff Report

AGENDA ITEM NO.: 1		DATE: April 9, 2013	PUBLIC HEARING: Yes
APPLICATION(S): Tentative Tract Map (TTM 17489), Development Agreement (DA 2012-01), and Negative Declaration (Neg. Dec. 2012-03)			
DESCRIPTION: To permit the construction of a 33 unit residential condominium project and subdivision on a 2.68-acres site and to consider Tentative Tract Map (TTM 17489), Development Agreement (DA 2012-01) and related environmental determinations at 1049 Golden Avenue in the High Density Multi-Family Residential (R-3) District.			
RELATED APPLICATIONS: TTM 17489, DA 2013-01			
APPLICANT: Olson Urban Housing LLC: John Reischl			
PROPERTY OWNER: Olson Urban Housing LLC (In Escrow)			
LOCATION: 1049 Golden Avenue			
CEQA DETERMINATION: Negative Declaration 2013-02; California Public Resources Code § 21092 and Guidelines §§ 15070, <i>et seq.</i>			
ZONING: High Density Multi-Family Residential (R-3) District		APN(S): 334-020-03	
GENERAL PLAN: High Density Residential		CITY COUNCIL ACTION REQUIRED: Yes	
PREPARED BY: Louis Morales, Contract Planner			
REVIEWED BY: Kenneth A. Domer, Assistant City Administrator, Development Services			

REQUEST:

To permit the development of a 33-unit housing project (the "Project") proposed by Olson Urban LLC (the "Applicant"). The 33-unit Project will be comprised of 11 single-family detached and 22 single-family paired units on a 2.68 acre site, located at 1049 Golden Avenue in the High Density Multi-Family Residential (R-3) District. The request will also require review and recommendations for approval of a Tentative Tract Map, Development Agreement, and the adoption of a Negative Declaration.

BACKGROUND:

The 2.68 acre site consists of one parcel and is essentially rectangular in shape (the "Site"). The Site is currently improved with a 2,000 square foot single-family structure that is currently vacant, which will be demolished as part of the Project improvements.

The Applicant submitted a pre-application for the proposed project on August 30, 2012 and staff provided the Applicant with comments and corrections to the project plans. The Applicant submitted a full submittal on November 29, 2012.

The Applicant is currently in escrow for the purchase of the property and entered into escrow for the purchase on December 29, 2012. The Applicant requested an extension of the escrow to allow for the project to go through the review and entitlement process.

On February 19, 2013, a Notice of Intent to adopt a Negative Declaration was recorded with the Orange County Recorder's office.

On March 13, 2013, the Planning Commission opened up the public hearing for the proposed project, received a staff presentation and also heard from the Applicant who provided a brief presentation for the proposed project. The Commissioners had questions for staff then heard testimony from the General Public regarding the project. As a result of the public's comments and concerns raised by the Planning Commission, at the request of the applicant the Planning Commission voted to keep the public hearing open and continue the item to the April 9, 2013 Planning Commission meeting. This additional time was to allow Staff to further look into the items raised during the public hearing and provide more opportunity for the applicant to outreach with the immediate neighbors. The items raised and discussed were:

- Single vehicle access to the proposed project
- Width of proposed private streets and their ability to accommodate trucks and emergency vehicles
- Lack of posted speed limit signs on Golden (not considered part of the development)
- Traffic impact on Golden from project generated traffic
- Need for traffic signal at project entry point
- Guest parking adequacy/overflow
- Golden Avenue bridge improvements

The items noted are further discussed in the report with supporting information in an effort to minimize any concerns associated with the proposed project. While not all of the issues raised at the meeting are directly applicable to the proposed project, Staff will cover each of the items.

Subject Site and Surrounding Land Uses:

	Existing Land Use	Land Use Element General Plan Designation	Zoning Map Designation
Existing	Existing vacant single family residence	"High Density Residential"	"R-3"
Proposed	Demolish existing single family residence and construct 33-units and related on/off site improvements	"High Density Residential"	"R-3"
North	Multi-Family Residential	"High Density"	"R-3"

		Residential"	
South	Single-Family located in the City of Yorba Linda	—	—
East	Multi-Family Residential	"High Density Residential"	"R-3"
West	Active Oil Well	"High Density Residential"	"R-3"

The site contains an existing single family residential structure that will be demolished according to State and City of Placentia regulations. The applicant proposes to construct 33-units comprised of 11 single-family detached units and 22 paired homes (duplexes) within a subdivision that will contain a private street. All units will be two stories and multiple floor plans will be offered for the detached and paired units respectively.

The proposal requires the approval of a Tentative Tract Map to enable the subdivision of the project site and a Development Agreement negotiated between the City of Placentia and the Applicant, Olson Urban LLC that will grant the Applicant the vested right to develop the 2.68 acre parcel into a 33-unit housing project.

RECOMMENDATION:

City Planning Division is recommending approval of Tentative Tract Map (TTM) 17489, and Development Agreement 2012-01, subject to the attached recommended Special Conditions of Approval and Standard Development Requirements and related environmental determinations (Negative Declaration 2012-03).

INTRODUCTION, DISCUSSION, AND ANALYSIS:

The proposed development by Olson includes the construction of 33 units (22 paired homes and 11 single family homes) and on-site parking. A summary of the unit plans is as follows:

Single-Family Detached Homes

Plan	Type	Size	No. of units
Plan 1C	3-Bdrm/2.5 Bath	1,759 sq. ft	4
Plan 2A	3 or 4-Bdrm/2.5 Bath	2,183 sq. ft.	4
Plan 2C	3 or 4-Bdrm/2.5 Bath	2,203 sq. ft.	3
Total			11

Pair Homes (Duplex)

Plan 1A/D	3-Bdrm/2.5 Bath	1,722 sq. ft	7
Plan 1C/E	3 or 4-Bdrm/2.5 Bath	1,759 sq. ft.	7
Plan 2A	3 or 4-Bdrm/2.5 Bath	2,183 sq. ft.	4
Plan 2D	3 or 4-Bdrm/2.5 Bath	2,203 sq. ft.	4
Total			22

All the units will have an enclosed two-car garage and some units will be developed with a driveway that will accommodate guest parking. In all plans, the units are two stories, with the garage and general living area (kitchen, dining, and living room) on the first floor and the sleeping area on the second floor. The proposed architecture of the buildings is a Bungalow architectural style.

Density

Pursuant to the General Plan designation of High Density Residential, the maximum density permitted in the "R-3" High Density Multi Family District is twenty-five (25) dwelling units/acre. This project involves the demolition of one housing unit and the construction of a 33 residential units. There will be a net housing gain of 32 units and the project will be built at a density of 12.5 units/acre as proposed. By right of zone for the acreage, a multi-family residential project could be developed with 67 units at 25 dwelling units/acre.

Architecture

All the buildings have been designed with *Bungalow* architectural style. The Bungalow style is typical in suburban infill development. The look includes tile roofs, window plant-on treatments, and covered porches with embellished rock veneer treatment on columns and lower walls. The majority of the walls will have a stucco finish and the rear facades of the structures along Golden Avenue will be enhanced with window casings to provide a visual upgrade from Golden Avenue (Please refer to elevation plans).

Access, Interior Circulation, and Parking

The proposed project will have one vehicle access point and the vehicle access will be at the southeast portion of the site and will come off from Golden Avenue. The single vehicle access was reviewed by staff and the Orange County Fire Authority (the "OCFA"). The OCFA reviewed the development plans under Guideline B-09 of the OCFA Fire Master Plans for Commercial and Residential Development. Based on the review the OCFA established Site Development Requirements and determined that the proposed project under the OCFA guidelines did not require a secondary vehicle access. The OCFA guidelines state that a minimum of two vehicle access points is required for any development containing 150 or more residential units. The proposed 33-unit project falls 117 units below the 150 unit threshold that would require a secondary vehicle access (See attached OCFA requirement, Exhibit 7). In a review of other Placentia developments, there are at least seven (7) other developments which have only one ingress/egress point with unit counts ranging from 30 units to over 120 units. An example is a 41 unit single family development that has one access point onto Bastanchury Road. In this case, the non-signalized intersection is less than 300 feet from the intersection of Bastanchury Road and Kraemer Boulevard. Closer to the project site, but within the City of Yorba Linda, a 61 unit single family residential development has one access point via a non-signalized intersection at Rose Drive. This access point

is approximately 430 feet south of the Rose Drive and Imperial Highway intersection while the proposed access to the project site is situated approximately 500 feet west of the Rose Drive and Golden Avenue intersection. As was discussed by the City Attorney, any intersection would have to meet the necessary traffic warrants in order to validate the need for a signalized intersection. Please see additional information contained in the section "Traffic Generation Impacts" below. Initially, the developer proposed a project with three (3) access points to Golden Avenue. After preliminary meetings with neighbors to the south, primarily those located in the City of Yorba Linda, a single point of access was agreed to by the developer. During the Planning Commission meeting, a concern was expressed regarding vehicle lights shining on properties across the access point to the development. The access point was designed to create the most beneficial project to the future residents, the City and adjacent neighbors. While all concerns cannot be mitigated, the overall impact of stray vehicle lights illuminating a residence over 100 feet away must be balanced with the overall benefit of the development. Additionally, night time illumination from vehicle lights is an issue that affects any home located on a corner, residential T-intersection, and any residential tract that has a curve or other street feature that results in such illumination.

As previously noted the proposed project will have interior streets, which will be private streets and owned and maintained by the Home Owners Association (HOA). The interior streets will be 24 feet in width from curb to curb and will have a 4 foot wide sidewalk on one side of the street throughout the project and will essentially loop around the interior of the project providing a free flowing circulation pattern minimizing the need for any backing up of emergency and service vehicles. The minimum street width required by the OCFA is 20 feet. The interior street corners will have an outside turning radius of 38 feet and an inside turning radius of 18 feet. The entrance to the project will have a 45 foot outside turning radius and a 25 foot inside turning radius (See attached Fire Master Plan, Exhibit 8). The OCFA minimum requirement is a 38 foot outside turning radius and 17 foot inside turning radius. The project meets or exceeds the turning radius requirement of the OCFA for fire trucks and is sufficient for trash collection vehicles (See OCFA requirements). To further meet the access and circulation requirements for services vehicles, parking on the interior streets will not be permitted.

Although parking will not be allowed on the private streets, a total of 18 guest parking spaces will be provided within the project and another 15 parking spaces will be provided on driveways for some of the proposed units for a total of 33 guest parking spaces for the project. The guest parking rate is essentially 1 guest parking space per unit, which exceeds the code requirement for guest parking in the R-3 district. In addition, parking is allowed along Golden Avenue and this may provide alternative parking options.

Traffic Generation Impacts

The existing Average Daily Traffic (ADT) along Golden Avenue amounts to 3,711 trips (See attached Traffic Data, Exhibit 9). Golden Avenue, in its entirety, is approximately 1.25 miles in length from Rose Drive to Kraemer Boulevard. This volume of traffic on Golden Avenue is considered to be low for a minor arterial highway. Traffic resulting from the proposed project will be minimal (0.06%). The traffic estimated to be generated from

the proposed project is 223 trips/day, with 21 trips during the AM peak hour and 19 trips during the PM peak hour. The level of service of individual intersections are not expected be significantly affected. The General Plan Density for the Site is 25 units/acre, which by right provides for the development of up to 67 units. The project proposes a density of 12.5 units/acre. As identified in the Negative Declaration environmental document for the project, the traffic generated based on the proposed density will be less than what was contemplated in the General Plan. The level of traffic, both existing and upon project completion, will not warrant a traffic signal at the project entrance nor will it cause an impact to the existing traffic in the area. In addition, the Applicant will be required to widen Golden Avenue to its full width and complete all the street improvements per Orange County/City of Placentia Secondary Arterial roadway standards. The current traffic volume plus traffic generated by the proposed project can be accommodated by a two-lane roadway, which is the current configuration of Golden Avenue along the project site. Although the street widening will provide for a greater flow of traffic along Golden Avenue, the bridge located to the west of the site will continue to be a two-lane roadway until such time that the bridge improvements are undertaken by the City. The existing two-lane bridge will be able to accommodate the current traffic and traffic generated by the proposed project. Any potential for a bottle neck at the bridge will be mitigated as part of the street improvements for Golden Avenue. The Applicant under the proposed Development Agreement will contribute a fair share for future bridge improvements, primarily contributing towards the design of a future bridge. The widening of the bridge is not connected to the proposed development nor is the project conditioned on a future widening. Any widening of the bridge is contingent upon the City obtaining the necessary funding for identified improvements and those improvements are listed within the City's Seven Year Capital Improvement Program. More over the bridge improvements are a direct result of seismic concerns and not from current or future traffic generation as a two-lane roadway can accommodate between 5,000 to 10,000 vehicles per day.

The City will be conducting a traffic speed study to update speed limits on a city-wide basis in the next few months. The current speed limit on Golden Avenue is 35 miles per hour. While the City undertakes the study, the Applicant has agreed to install a sign on the north side of Golden Avenue for west bound traffic, which is in the City of Placentia. Staff met with the City of Yorba Linda to discuss speed limit signs on the south side of Golden Avenue as the south side of the street is located within their city limits. The City of Yorba Linda indicated that they did not see a problem with installing a speed limit sign on the south side of Golden Avenue for east bound traffic. The installation of these speed limit signs are neither a requirement of the project, nor necessitated by the project, but are in consideration of the public comments regarding the lack of such speed limit signage currently present on Golden Avenue east of the Golden Avenue Bridge.

Landscaping:

The project is providing approximately 3,700 sq. ft. of landscaping in the HOA maintained areas, of which, approximately 1,558 sq. ft. will be a passive recreation area with landscaping and certain amenities i.e. enhanced pavers, site furniture, trees, etc.. The proposed site landscaping enhances the architecture of the buildings, improves, site

appearance and streetscape, and provides natural shade area to the project site. Landscaping will also be provided along the frontage of the project along Golden Avenue and will include a 6' high masonry wall along the public sidewalk and will have landscaping from the back of walk to the proposed wall. The wall will be recessed and stepped back along Golden Avenue from the driveway entrance to the project to allow and provide for vehicular sight-lines. The entry will have a project entry/identification sign. The final landscape plans will be reviewed and approved by the City.

The Applicant's request for land use entitlements includes a Tentative Tract Map, and Development Agreement. A discussion of each follows:

Tentative Tract Map

The applicant is proposing ownership units for the project. Accordingly, the applicant has requested a Tentative Tract Map to create parcels and provide airspace for 33 units. This will allow the applicant to sell the individual units and maintain master parcels that will be owned by the HOA. These parcels will include the common areas and private streets. The project will be required to submit Conditions, Covenants, and Restrictions (CC&R's) that will be reviewed and approved by the City.

Development Agreement and Contents

Briefly, a development agreement is a contract between a municipality and property owner, executed as part of the development approval process. As part of the agreement, the local government promises not to change the affected property's planning and zoning regulations during the development process, in exchange for the developer's promise to abide by a defined set of conditions regulating the use of the site. That is, unless otherwise provided in the agreement, the rules, regulations, and official policies governing the site's permitted uses, density, design, improvements, and construction are those that are incorporated within the development agreement.

Development Agreement No. 2012-02 (DA No. 2012-01) guarantees the applicant will develop the 2.68-acre parcel at 1049 Golden Avenue in accordance with the agreement's provision and site plan. The applicant also agrees to dedicate approximately 20 feet along Golden Avenue to enable Golden Avenue to be designated as a secondary arterial with an 80' foot right-of-way, pay all Development Fees which include but are not limited to fees, charges, and exactions imposed by the City upon development of the Project on the Site. In addition, the Applicant will be required to pay requisite fees, including but not limited to, application fees, processing fees, development fees, impact fees, mitigation fees, park fees, storm drain fees, sewer fees, affordable housing in-lieu payment(s), creation of a Community Facilities District (CFD), and other related or like charges or fees.

Development Standards in the R-3 District:

Since the developer will enter into a Development Agreement with the City, the development standards set forth for the R-3 District are not strictly applicable. Further,

§23.23.030 of the Placentia Municipal Code states that when a development meets the requirements of the R-1 District or PUD District, the developer shall obtain a use permit. Essentially, the code requires that if a development within an R-3 District is less intense than what is permitted by right, discretionary permission from the Planning Commission is required. Again, the use of a Development Agreement in this case overrides this consideration.

If the developer were to develop a project by right in the R-3 District, the following development standards would be in effect. Due to the Development Agreement process, the "proposed" standards will be utilized:

	Required	Proposed	Notes
Density	25 dwelling units/acre	12.5 dwelling units/acre	Less than Requirement
Building Site Area	8,000 square feet	+/- 9,100 square feet	Complies With Requirement
Lot Width	80 Feet	40 feet to 50 feet and 72 feet to 82 feet	Provided for in the DA
Height	35 Feet	23'-24"	Complies With Requirement
Lot Coverage	60%	60%	Complies with Requirement
Building Setbacks	Front: 15 Feet (Public Street) Side: 5 Feet Rear: 10 Feet Green Belt: 10 feet	Varies from 5 feet to 18 feet 4 feet or 8 feet b/w buildings 5 feet to 10 feet 3 feet	Provided for in the DA Provided for in the DA Provided for in the DA Provided for in the DA
Parking	Two (2) Spaces/Dwelling unit, 15% Guest spaces (10)	Two (2) car garage spaces/Du, 1 spaces per unit (33)	Provided for in the DA and exceeds requirement
Open Space	200 sq. ft./unit	Min 200 sq. ft./unit plus 1,558 sq. ft. of Community Area	Complies With Requirement

CEQA:

As described in the attached Initial Study/Negative Declaration, in accordance with CEQA (California Public Resources Code §§ 21000-21177) and pursuant to § 15063 of the California Code of Regulations, the City of Placentia, acting in the capacity of lead Agency, is required to undertake the preparation of an Initial Study to determine if the proposed Project would have a significant environmental impact. An Initial Study was prepared by Tierra West Advisors and it was concluded that a Negative Declaration would be prepared. The City of Placentia prepared a Notice of Intent to adopt a Negative Declaration and was recorded with the Orange County Recorder's to establish the review period of February 19, 2013 through March 12, 2013. The review period was also extended as part of the Planning Commission continuation of the public hearing for the proposed project.

FINDINGS

Tentative Tract Map

1. That the proposed map is consistent with the General Plan.

The proposed Tentative Tract Map is to support the construction of 33 units on the site. In an overall review of the General Plan, the proposed 33 unit development is consistent with the policies and goals. More specifically, it is the policy of the General Plan Land Use Element (1.1) "Large, contiguous vacant or underutilized parcels should be comprehensively planned for development to minimize effects on the City's suburban atmosphere." Furthermore it is the objective of the City's Housing Element to provide additional areas for housing development and maximize the potential for a variety of housing types.

2. That the site is physically suitable for the type and density of development.

The subject site is a 2.68 acre parcel, which exceeds the 9,000 square foot minimum lot size in the R-3 zone. Based on the size of the parcel, under the current code, the applicant could construct up to 67 units; whereas the proposed project is only proposing 33 units. It is staff's opinion that the overall site plan has been designed to accommodate the units, as well as sufficient parking, landscaping, and open space. Based on this, staff believes that the subject site is adequate to accommodate the R-3 zoning, as well as the proposed development.

3. That the design of the subdivision or type of improvements is not likely to cause serious public health problems.

The proposed subdivision is to allow a 33 unit housing development. As part of the site design, the applicant is including active open space area and passive uses. It is staff opinion that these amenities will encourage residents of the community to spend more time outdoors and live a more active lifestyle.

4. That the design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision.

As part of the review of the application, a preliminary title report was submitted with the application. Although easements have been identified, they are mostly for utility access. All easements will be protected in place and will not be altered by construction of the project.

5. That the design of the subdivision or the proposed improvements is not likely to cause substantial environmental damage or substantially and avoidable injure wildlife or their habitat.

The subject site is an underutilized parcel developed with one single-family unit with limited vegetation. There are no known areas within the City that host wildlife or their habitat, most particularly species identified as a candidate, sensitive, or special status species. Furthermore, staff prepared an initial study of environmental impact pursuant to the requirements of CEQA. The analysis contained within the initial study determined that no significant impacts are anticipated from the project. As such, it is staff's opinion that the proposed project will not impact wild life resources.

Development Agreement

California Government Code § 65867.5 requires the legislative body find that the provisions of the agreement are consistent with the general plan. The project site is a 2.68 acre site that is developed with a single-family home with a zoning designation of high density multi-family residential.

Since the high density designation envisions the development of multiple units on an underutilized parcel, the prospective development agreement is consistent with the land use category as the property will be developed with the 33 units. In addition, the development agreement will contribute certain payments to ensure that the level of public service is maintained.

General Plan Goals/Policy/Programs that the development agreement project supports include:

Policy 1.1: Large, contiguous vacant or underutilized parcels should be comprehensively planned for development to minimize effects on the City's suburban atmosphere.

Goal 2: Provide and maintain an adequate level of service for all community public services and facilities.

Policy 2.5: Ensure new developments provide adequate improvements, dedications, and fees to the City to fully cover the projects demand costs on City services and facilities.

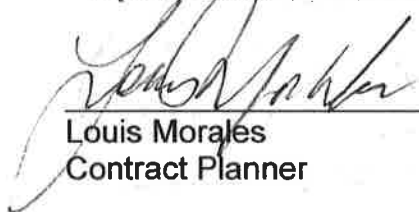
The Development Agreement will yield a public benefit as outlined in the agreement and will establish a Community Facilities District applicable to the project. Among the items listed in the Development Agreement, the project will:

- Contribute to proposed improvements to the Golden Avenue Bridge
- Contribute to a public safety mitigation fee
- Contribute to a park in-lieu fee
- Establish a Community Facilities District (CFD) to off-set fiscal impacts
- Contribute an in-lieu affordable housing fee

ACTIONS:

1. Adopt Resolution PC-2013-08, recommending approval of Tentative Tract Map (TTM) 17489 to the City Council, subject to the attached Special Conditions of Approval and Standard Development Requirements set forth therein and related environmental determinations (Negative Declaration 2012-03).
2. Adopt Resolution No. PC-2013-09, recommending approval of Development Agreement 2012-01 to City Council, subject to the Special Conditions of Approval and Standard Development Requirements set forth therein and related environmental determinations (Negative Declaration 2012-03).

Prepared and submitted by:


Louis Morales
Contract Planner

Review and approved by:


Kenneth A. Domer
Assistant City Administrator

Attachments:

Attachment "A"	Special Conditions of Approval and Standard Development Requirements for Tentative Tract Map (TTM) 17489 and Development Agreement 2012-01.
Attachment "B"	Placentia Police Department Standard Development Requirements
Attachment "C"	Orange County Fire Authority (OCFA) Site Development Requirements

Exhibits:

Exhibit 1	Staff Report, Resolutions, and Conditions from 3/12/2013 meeting
Exhibit 2	Tentative Tract Map (TTM) 17489
Exhibit 3	Site Plan/Conceptual Landscaping Plan
Exhibit 4	Floor Plan/Elevations
Exhibit 5	Initial Study/Mitigated Negative Declaration 2012-03 completed by Tierra West Advisors
Exhibit 6	Development Agreement.
Exhibit 7	OCFA Guideline B-09
Exhibit 8	Fire Master Site Plan Radius Overlay
Exhibit 9	Traffic Data for Golden Avenue

RESOLUTION NO. PC-2013-08

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF PLACENTIA APPROVING TENTATIVE TRACT MAP 17489 THEREBY APPROVING A SUBDIVISION OF THE LOT AND THE CONSTRUCTION OF 33 HOUSING UNITS LOCATED AT 1049 GOLDEN AVENUE.

A. Recitals.

(i). Olson Urban Housing LLC, owner of the property located at 1049 Golden Avenue ("Applicant" hereinafter) heretofore filed an application for approval of Tentative Tact Map (Condominium), as described in the title of this Resolution. Hereinafter, in this Resolution, is referred to as the "Application".

(ii). On March 12, 2013, this Commission conducted a duly noticed public hearing, as required by law, continued the public hearing to April 9, 2013 and on April 9, 2013 concluded said hearing prior to the adoption of this Resolution.

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

B. Resolution.

NOW, THEREFORE, it is hereby found, determined and resolved by the Planning Commission of the City of Placentia as follows:

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

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

a. The proposed project will not be: (1) detrimental to the health, safety or general welfare of the persons residing or working within the neighborhood of the proposed development or within the city, or (2) injurious to the property or improvements within the neighborhood or within the city. Subject to compliance with the attached Conditions of Approval and Standard Development Requirements (Attachments "A, B and C"), this development complies with all applicable code requirements and development standards of the "R-3" High Density Multi Family Residential District and Title 22, Building Codes and Regulations of the Placentia Municipal Code.

b. The proposed use is consistent with the City's General Plan. The General Plan Land Use designation for the subject site is "High Density Residential", and the proposed use does not involve any change in the land use of the subject site. The proposed project involves the development of a 33 unit housing project.

c. The proposed project as presented in the staff report and accompanying plans complies with all requirements of Chapter 23.75, Development Plan Review and Chapter 23.21, High Density Multiple Family Residential District of the Placentia Municipal Code. City Staff carefully examined the proposed development against the applicable development regulations prescribed in Title 23 (Zoning Ordinance), and determined it to be in substantial compliance. The proposed Development includes Conditions of Approval and Standard Development Requirements to ensure full compliance with applicable code requirements.

d. Conditions necessary to secure the purposes of this section, including guarantees and evidence of compliance with conditions are made part of this development approval. Attachments "A, B, and C" contain Conditions of Approval and Standard Development Requirements specific to this development application in order to provide assurances that the proposed construction of the 33 units and related on and off-site improvements are in compliance with applicable requirements of the Placentia Municipal Code.

e. That the proposed map is consistent with the General Plan. The proposed Tentative Tract Map is to support the construction of 33 units on the site. In an overall review of the General Plan, the proposed 33 unit development is consistent with all of the policies, programs, and goals. More specifically, it is a goal of the General Plan under policy 1.1 to "Large, continuous vacant or underutilized parcels should be comprehensively planned for development to minimize effects on the City's suburban atmosphere." The subject site is an under developed 2.68 acre site that is improved with one single-family home. Furthermore, it is an objective of the City's Housing Element to increase the overall housing stock within the City. This includes providing sufficient housing to meet the City's share of the Regional Housing Needs Assessment (RHNA). By allowing the proposed project to be constructed there will be an increase in the housing inventory by 32 units. For these reasons, approval of the Tentative Tract Map and Planned Unit Development is consistent with all other goals, policies, programs, and land uses of applicable elements of the General Plan.

f. That the site is physically suitable for the type and density of development. The subject site is a 2.68 acre parcel, which exceeds the 9,000 square foot minimum lot size in the R-3 zone. Based on the size of the parcel, under the current code, the applicant could construct up to 67 units; whereas he is only proposing 33 units. The overall site plan has been designed to accommodate the units, as well as sufficient parking, landscaping, and open space. Based on this, the subject site is adequate to accommodate the R-3 zoning, as well as the proposed development under a Planned Unit Development Designation.

g. That the design of the subdivision or type of improvements is not likely to cause serious public health problems. The proposed subdivision is to allow a 33 unit housing development. As part of the site design, the applicant is including active open space area and passive uses (walking paths and barbecue areas). These amenities will encourage residents of the community to spend more time outdoors and live a more active lifestyle.

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

i. That the design of the subdivision or the proposed improvements is not likely to cause substantial environmental damage or substantially and avoidably injure wildlife or their habitat. The subject site is an underutilized single family use that only has limited vegetation. There are no known areas within the City that host wildlife or their habitat, most particularly species. Furthermore, an initial study of environmental impact was prepared pursuant to the requirements of CEQA. The analysis contained within the initial study resulted in no significant impacts be anticipated by the project.

j. The intent of the R-3 zone is to provide for the development of multiple-family residential living areas compatible with the neighborhood environment and outdoor recreation potential of the community. The proposed project will create a new 33 unit housing community. The applicant has designed the community in a manner that accomplishes all of the

goals of the General Plan and Zoning Code, while avoiding significant impacts to the neighboring properties by utilizing proper site design, good architecture, and providing active community open spaces. Furthermore, the proposed design will enhance the streetscape, thus providing a pleasing aspect to those driving on Golden Avenue.

k. The proposed development's site plan and its design features, including architecture and landscaping, will integrate harmoniously and enhance the character and design of the site, the immediate neighborhood, and the surrounding areas of the City. Currently the site is underutilized with one single-family structure. The applicant is proposing to use a Bungalow architectural style, which includes tile roofs, window plant-on treatments, covered porches with embellished rock veneer treatment. Furthermore, the applicant has proposed several types of trees that complement this style. The combination of architectural style and proposed landscaping, will serve to enhance the site and provide an aesthetic enhancement to the entire area, since it is an overall upgrade to the property and augments the quality of the streetscape.

l. The development meets the overall requirements of the zoning code. Other than set back (front & rear) on some spaces, the proposed development meets the specific requirements of the zoning code. The reduced setbacks will not impact the adjoining properties due to the overall site layout and design of the buildings. As such, the setbacks generally conform to the overall requirements of the zoning code.

m. The development site and overall density meets the gross requirements of the zoning code. The subject site is 2.68 acres, which far exceeds the minimum 9,000 square foot lot size for the R-3 zone. Under the maximum density for this size of a property (25 units/acre), the applicant would be allowed to construct 67 units. Instead, the applicant is only proposing 33 units (12.5 units/acre). Accordingly, the density is below the gross requirements set forth in the Municipal Code.

3. The Planning Commission hereby recommends: (a). The City Council of the City of Placentia find that Negative Declaration No. 2013-02, adopted with respect to the project was prepared in compliance with the California Environmental Quality Act ("CEQA"), California Public Resources Code §§ 21000, et seq., the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, §§ 15000, et seq., and the Environmental Impact Report Guidelines of the City of Placentia and that the Council

review and consider the information contained in said Negative Declaration with respect to the Application;

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

(c). The City Council find that facts supporting the above-specified findings are contained in the Negative Declaration, the staff report and exhibits, and the information provided during the public hearing conducted with respect to the Application and the Negative Declaration. Mitigation measures will be made a condition of approval of said project and are intended to mitigate and/or avoid environmental effects identified in the Negative Declaration.

4. Based upon the findings and conclusions set forth herein, this Planning Commission hereby approves Tentative Tract Map 17489, as modified herein, and specifically subject to the conditions set forth in Attachments "A, B, and C" attached hereto and by this reference incorporated herein.

5. The Secretary to the Planning Commission shall:

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

ADOPTED AND APPROVED this 9th day of April 2013.

Chairman

I, Kenneth A. Domer, Secretary to the Planning Commission of the City of Placentia, do hereby certify that the foregoing Resolution was introduced at a regular meeting of the Planning Commission of the City of Placentia held on the 9th day of April, 2013, and was passed at this regular meeting of the Planning Commission of the City of Placentia held on the 9th day of April, 2013, by the following vote:

AYES:	COMMISSION MEMBERS:
NOES:	COMMISSION MEMBERS:
ABSENT:	COMMISSION MEMBERS:
ABSTAINED:	COMMISSION MEMBERS:

ATTEST:

Secretary to the Planning Commission

APPROVED AS TO FORM

ANDREW V. ARCZYNSKI,
CITY ATTORNEY

RESOLUTION NO. PC-2013-09

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF PLACENTIA
RECOMMENDING THE CITY COUNCIL APPROVE DEVELOPMENT
AGREEMENT NO. 2012-01 FOR THE DEVELOPMENT OF THE 2.68-ACRE
PROPERTY AT 1049 GOLDEN AVENUE BY OLSON URBAN HOUSING LLC.**

DEVELOPMENT AGREEMENT NO. 2012-01

A. Recitals.

(i). Olson Urban Housing LLC, owner of the property located at 1049 Golden Avenue ("Applicant" hereinafter) heretofore filed an application for approval of Development Agreement No. 2012-01, as described in the title of this Resolution. Hereinafter, in this Resolution, is referred to as the "Application".

(ii). The City and Applicant have faithfully negotiated the Development Agreement pursuant to the procedures described in California Government Code § 65867, which authorizes cities to enter into development agreements with any person having a legal or equitable interest in real property for the development of such property.

(iii). On March 13, 2013, this Planning Commission conducted a duly noticed public hearing, as required by law, and continued the public hearing to April 9, 2013 wherein the Planning Commission concluded said hearing prior to the adoption of this Resolution.

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

B. Resolution.

NOW, THEREFORE, it is hereby found, determined and resolved by the Planning Commission of the City of Placentia as follows:

1. The Planning Commission hereby finds that the Development Agreement between the City and Applicant conforms with the policies and programs of the General Plan.

2. (a). The Planning Commission hereby recommends: The City Council of the City of Placentia find that Negative Declaration No. 2013-02, adopted with respect to the project was

prepared in compliance with the California Environmental Quality Act ("CEQA"), California Public Resources Code §§ 21000, et seq., the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, §§ 15000, et seq., and the Environmental Impact Report Guidelines of the City of Placentia and that the Council review and consider the information contained in said Negative Declaration with respect to the Application;

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

(c). The City Council find that facts supporting the above-specified findings are contained in the Negative Declaration, the staff report and exhibits, and the information provided during the public hearing conducted with respect to the Application and the Negative Declaration. Mitigation measures will be made a condition of approval of said project and are intended to mitigate and/or avoid environmental effects identified in the Negative Declaration.

3. The Planning Commission, based upon the testimony and information presented at the public hearing, hereby adopts Resolution NO PC-2013-09, recommends the City Council approve the Development Agreement between the City and Olson Urban Housing LLC in the form attached hereto as "**Exhibit A**" and incorporated by this reference.

4. The Secretary shall certify the adoption of this Resolution.

ADOPTED AND APPROVED this 9th day of April 2013

Chairman

I, Kenneth A. Domer, Secretary to the Planning Commission of the City of Placentia, do hereby certify that the foregoing Resolution was introduced at a regular meeting of the Planning Commission of the City of Placentia held on the 12th day of March, 2013, and was continued to April 9, 2013 and passed at this regular meeting of the Planning Commission of the City of Placentia held on the 9th day of April, 2013, by the following vote:

AYES:	COMMISSION MEMBERS:
NOES:	COMMISSION MEMBERS:
ABSENT:	COMMISSION MEMBERS:
ABSTAINED:	COMMISSION MEMBERS:

ATTEST:

Secretary to the Planning Commission

APPROVED AS TO FORM

ANDREW V. ARCZYNSKI,
CITY ATTORNEY

Attachment "A"

Conditions of Approval and Standard Development Requirements for Tentative Tract Map 17489

SPECIAL CONDITIONS

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

ALL OF THE FOLLOWING CONDITIONS OF APPROVAL OF TENTATIVE TRACT MAP 17489 (TTM No. 17489) SHALL BE FULLY COMPLIED WITH PRIOR TO THE FINAL INSPECTION FOR USE AND OCCUPANCY OF THE PREMISES.

CITY PLANNING DIVISION:

1. The approval of Tentative Tract Map No. 17489 allows for the construction as described within Development Agreement No. 2012-01 related to 1049 Golden Avenue.
2. Approval of Tentative Tract Map No. 17489 shall not be construed to mean any waiver of applicable and appropriate zoning regulations, or any federal, State, County, and City of Placentia Municipal Code.
3. Failure to abide by and faithfully comply with any and all conditions attached to this action shall constitute grounds for revocation or amendment of said action by the City of Placentia Planning Commission.
4. Tentative Tract Map No. 17489 shall expire two (2) years from the date of final approval, if not implemented. An application may be made to the Director of Development Services for a one (1) year extension. No more than one (1) extension shall be permitted.
5. The applicant shall, as a condition of project approval, at its sole expense, defend, indemnify and hold harmless the City, its officers, employees, agents and consultants from any claim, action, proceeding, liability or judgment against the City, its officers, employees, agents and/or consultants, which action seeks to set aside, void, annul or otherwise challenge any approval by the City Council, Planning Commission, or other City decision-making body or City staff action concerning applicant's project. The applicant shall pay the City's defense costs, including attorney fees and all other litigation-related expenses, and shall reimburse the City for any and all court costs, which the City may be required to pay as a result of such defense. The applicant shall further pay any adverse

financial award which may issue against the City including but not limited to any award of attorney fees to a party challenging such project approval. The City shall retain the right to select its counsel of choice in any action referred to herein. The City agrees to promptly notify the applicant of any such claim filed against the City and to fully cooperate in the defense of any such action.

6. The Director of Development Services (the "Director") is authorized to make minor modifications to the approved preliminary plans or any conditions if such modifications shall achieve substantially the same results as would strict compliance with said plans and conditions.
7. The approved architecture style, finished material, and colors shall be Bungalow, as noted in the approved plans. Changes to the facades and/or colors shall be subject to the review and approval of the Director.
8. Pursuant to the approval of the Development Agreement, the following development standards shall apply:
 - Number of units: 33
 - Density: 12.5 units/acre
 - Parking: 2 spaces per unit within a garage and 33 guest spaces (15 on driveways and 18 spaces within the project site)
 - Front Setback: 5 feet to 10 feet depending on plan
 - Rear Setback : 5 feet to 10 feet depending on plan
 - Distance b/w buildings: 8 feet to 10 feet depending on plan
9. The units shall consist of the sizes and type as set forth on the approved plans.
10. Prior to the submittal of working drawings, five (5) site plans shall be submitted for the review and certification of the Director of Development Services and shall include the following information:
 - a. All Special Conditions of Approval and Standard Development Requirements of Tentative Tract Map No. 17489.
 - b. Include any project revisions on the site plan. Additionally, include separate sheets with approved Special Conditions of Approval, Standard Development Requirements.
 - c. Typical cross section views and details through the property and across each property line as directed by the Director of Development Services.
 - d. Full site plan notes, details and dimensions.
 - e. Location of transformers, meters and other aboveground appurtenances.

11. Prior to the issuance of any building permits, submit the following for the approval of the Director of Development Services:
 - a. An exterior lighting plan showing location, type and design of fixtures and areas of illumination (photometric). Lighting shall neither negatively impact adjacent properties nor the public right-of-way.
 - b. Complete landscape and irrigation plans.
 - c. Postmaster approval of the location and design of the mailboxes, if applicable.
 - d. Samples of all colors, textures and materials.
 - e. A detailed site plan showing the location where building related-equipment, facilities and materials will be stored during construction.
 - f. A detailed timeline outlining the course of drilling, grading/construction work that will take place on the property.
 - h. A detailed site plan showing how pedestrians will be protected during construction.
12. Prior to the issuance of building permits, the developer shall submit for City approval a construction staging plan that indicates how safe vehicular and pedestrian access to the site will be maintained for the duration of the construction period. The construction staging plan shall include measures such as, but not limited to the following:
 - a. A telephone number and a name of a contact person for registering complaints or comments shall be posted in a clearly visible manner along the perimeter of the site.
 - b. A flag person shall be employed to direct traffic when construction vehicles access the project site and the construction staging area.
 - c. Alternate pedestrian routes to the site shall be clearly delineated with safe access to and the site.
 - d. If any sidewalk is blocked during construction, alternate routes for pedestrians and bicycles shall be clearly marked with signs approved by the City.
 - e. All access points shall be clearly marked during construction, and if an access point is blocked during construction, a detour sign to an alternate access point shall be clearly posted.

13. All roof mounted equipment and appurtenances shall be screened as an integral part of the architectural design, subject to the review and approval of the Director of Development Services and the Chief Building Official.
14. Roofing materials shall comply with the City's Roofing Policy on file with the City Building Division.
15. Applicant/builder shall comply with all applicable Water Quality Management Plan (WQMP) requirements and Best Management Practices (BMPs) to control pollutant run-off from the subject site during construction. Applicant to provide plan to be approved by the Public Works Department.

Prior to final release of the buildings:

- a. All Special Conditions of Approval and Standard Development Requirements shall have been completed and final inspections approved.
 - b. Landscape and irrigation plans shall be approved and on file with the City Building Division and all landscape materials established and irrigation system properly functioning.
16. Complete project Landscape and irrigation plans shall comply with the provisions of Chapter 23.77, Xeriscape of the Placentia Municipal Code.
 17. During grading and construction, site shall be regularly sprinkled with water to minimize fugitive dust emissions. Also, compliance shall be required with the permitted working hours as specified in § 23.81.170, Grading, construction and maintenance of real property of the Placentia Municipal Code. Signs shall be posted at all construction entrances to the project site indicating the permitted working days and hours.
 18. Applicant shall comply with the City's Noise Control Ordinance, Chapter 23.76 of the Placentia Municipal Code.
 19. Applicant/builder is responsible, at its sole cost and expense, to cause all project related cable, telephone, electrical, and other utility services serving the property to be placed underground within the subject site. Prior to the issuance of building permits, Applicant/builder shall submit a separate utility plan for each such utility service. The utility plan shall indicate the precise location of where all cable, telephone, electrical, and other utility services serving the property will be placed underground within the subject site, as well as the points of connection at the proposed building or buildings on the site and the public right-of-way. Prior to the submittal of the utility plans to the City, the plans shall be reviewed and approved by the utility companies. Evidence of approvals shall be in the form of a signed and dated approval stamp and/or approval letter. If the precise locations of future utility services cannot be reasonably ascertained prior to the issuance of building permits, upon prior written approval of the Director of Development Services, prior

to issuance of a certificate of occupancy. Applicant/builder shall provide the City with "as built" plans showing the precise locations where all cable, telephone, electrical, and other utility services serving the property were placed underground within the subject site, as well as the points of connection at the building or buildings on the site and the public right-of-way.

20. Applicant/Builder shall establish a rodent abatement program prior to the demolition of existing structures on the property, or before any other on or off-site work. A detailed description of how this program will work shall be submitted to the City Planning Division for approval prior to obtaining a demolition permit.
21. Prior to the final release of the structure, all Special Conditions of Approval and Standard Development Requirements shall have been completed and final inspections approved.
22. The applicant/property owner shall be responsible for maintaining the property, including the landscaped areas, walkways, and all paved surfaces, free from graffiti, debris and litter at all times. Graffiti shall be removed by the applicant/property owner within 48 hours of defacement and/or upon notification by the City.
23. Applicant shall provide a plan that indicates the manner in which adjacent structures are protected against noise, vibration and other factors relating to the drilling, grading and construction of the proposed water well facility. Plan shall be submitted prior to any construction work conducted on the subject property.
24. Applicant shall provide sufficient written notice to adjacent property owners as to the drilling, grading and construction schedule of the proposed development of 33 units. Notice shall include a telephone number and a name of a contact person for registering complaints or comments
25. Property owner shall be responsible for maintaining the property, including the landscaped areas, walkways, and all paved surfaces, free from graffiti, debris and litter. Graffiti shall be removed by the applicant/property owner within 72 hours of defacement and/or upon notification by the City.
26. Litter shall be regularly removed from the premises, including adjacent public sidewalks, and from all areas under the control of the applicant.
27. Prior to the final of building permits, the applicant shall record CC&R's on the property to govern the maintenance, repair and improvement of all common areas. This shall include, but not be limited to, the landscaping, all utilities, exterior of buildings, exterior lighting, internal streets, and walkways. Additionally, the CC&R's shall require all trash receptacles to be stored in the garages of the units (except during pick-up day) and shall prohibit parking anywhere on the site, except in garages and marked guest parking spaces. CC&R's shall run with the land and shall not expire. Prior to recording of the CC&R's, the applicant shall

submit the CC&R's to the City Attorney for review and approval. A copy of the recorded CC&R's shall be provided to the Director to be included with the project file.

CITY BUILDING DIVISION:

28. All building structures plans shall be designed and prepared by a licensed California architect or engineer.
29. Grading plans shall be prepared by a registered, licensed California civil engineer and shall be approved by the City Engineering Division prior to the issuance of any building permits.
30. All construction shall comply with the 2010 Uniform Building Code (CBC 2010), Uniform Plumbing/Mechanical (CPC 2010), National Electrical Code (CEC 2010), License Ordinance (Sub-contractor list), State of California Energy Conservation Standards, Flood Plain Management Regulations
31. Unless otherwise identified within the Development Agreement, fees shall be paid prior to recordation of final map or issuance of building permits as follows: County Sewer Fee; Building Permit, Plan Check, Contractor/Sub. License Fees; Recreation/Park in-lieu Fees; Curb Identification Fee
32. All contractors and subcontractors shall obtain a City business license. Developer/Applicant shall request a standard subcontractor form from the City Building Division prior to the issuance of any building permits. This standard form shall be completed and submitted to the City Business License Division prior to release of a Certificate of Occupancy.

CITY ENGINEERING DIVISION:

33. Applicant will modify the proposed wall along Golden Avenue to provide adequate sight distance (line-of-site) for motorists making left turn from the project entrance/exit onto Golden Avenue to the satisfaction of the City Engineer.
34. Applicant shall provide a grading plan prepared by State registered engineer detailing site construction and elevations.
35. The applicant shall process and record offsite Southern California Edison and Yorba Linda Water District easements to the satisfaction of the City Engineer prior to issuance of building permits. No easements along Golden Avenue shall be granted to any agency or utility prior to City Dedication and acceptance of Golden Avenue right-of-way dedication.
36. An encroachment permit for work in public right of way is required and all applicable best management practices and procedures for storm water protection (NPDES and MS4) shall be employed.

37. Block perimeter walls and landscape irrigation systems require separate permit. The block wall along the west side of the property shall be no less than eight (8) feet in height as measured from the high side.
38. TTM 17489 shall comply with provisions of Title 22 of the Placentia Municipal Code and the latest edition of the State Subdivision Map Act.
39. Project entry street shall be 24 feet wide with parking prohibition on each side.
40. Applicant shall pay all applicable impact fees, plan check, and inspection charges prior to building permit issuance unless otherwise required by the Development Agreement.
41. Parkway culvert shall convey 10 year storm event. Onsite retention shall be provided to offset 10 year post development impact.
42. A Utility Plan shall be provided prior to approval of final grading plan.
43. Applicant shall provide a Landscape Plan using City approved trees for Golden Avenue.
44. Applicant shall widen and improve Golden Avenue to comply with Orange County/City of Placentia undivided secondary arterial road standard along project frontage to the satisfaction of the City Engineer.
45. Right of Way dedication for Golden Avenue shall be completed for street and utility purposes along with the filing of the final map. Easements for utilities and access across private streets to be filed with final map.
46. Any conflicting pipelines shall be removed or relocated prior to final grading approval.
47. TTM 17489 shall be annexed into the City Street Lighting District and Landscape Maintenance District prior to issuance of occupancy permit.
48. Applicant to submit a final hydrology study for the subdivision to the satisfaction of the City Engineer.
49. Street and striping plans shall be prepared to the satisfaction of the City Engineer.
50. A final soils report and grading plan shall be prepared by a state registered engineer.
51. All utilities shall be placed underground.
52. Vehicular access from Golden Avenue shall be limited to one location as shown on TTM Map No. 17489.

53. Improvement plans shall be prepared by a state registered engineer to the satisfaction of the City Engineer.
54. Survey monuments shall be set in accordance with the Subdivision Map Act.
55. Security to guarantee performance and labor and materials shall be posted in amounts prescribed by the Subdivision Map Act.

CITY POLICE DEPARTMENT:

56. Developer/Applicant shall comply with Placentia Police Department standard development requirements for security (See Attachment "B")

ORANGE COUNTY FIRE AUTHORITY:

57. Developer/Applicant shall comply with all site development requirements specified by the Orange County Fire Authority (OCFA) and provide City with applicable proof of OCFA necessary approvals. (See Attachment "C")

RESIDENTIAL AND INDUSTRIAL / COMMERCIAL STANDARD DEVELOPMENT REQUIREMENTS

TTM 17489

THE FOLLOWING SHALL APPLY IF CHECKED

BUILDING DIVISION

Compliance required with the latest

- ☒ 2012 California Building Code
- ☒ 2012 California Plumbing and Mechanical Code
- ☒ 2012 California Electrical Code
- ☒ License Ordinance (Sub-Contractor List)
- ☒ Flood Plain Management Regulations
- ☒ State of California Energy Conservation Standards
- ☒ Handicap Requirements

ENGINEERING DIVISION

STREETS

Dedications

- ☒ Street Rights-of-Way
- ☒ Vehicular access rights to arterial highways

Improvements

- ☒ Grading, paving, curb and gutter, sidewalks, medians on arterial highways, storm drains

Miscellaneous

- ☒ Installation of survey monuments
- ☒ Street Naming Committee to approve all street names
- ☒ Treewells, planters, storm drains, sewer lines
- ☒ No easements to be granted to any agency or individual prior to issuance of building permits except to the City of Placentia
- ☒ Sidewalk / Utility
- ☒ Vehicle Access (emergency)
- ☒ Project address shall be provided prior to issuance of any City permits

UTILITIES

Undergrounding

- ☐ Existing overhead facilities
- ☒ Proposed utilities

Pipelines

- ☐ Relocation or removal of existing pipelines

Provide

- ☒ Sewer mains and laterals
☒ Approved conduit for cable television
☒ Ornamental street lights

Services

- ☐ Water service by City approved agency
☐ Sewer service by City approved agency
☒ Annexation to Placentia Street Lighting District

MEDIANS

Arterial Highway Medians (where required)

- ☐ Construct one-half of median, including landscaping or pay for one-half cost of construction and installation

MAINTENANCE DIVISION

Provide

- ☒ Street trees, fifteen (15) gallon or larger size at maximum ft. o.c.
☒ Species
☒ Sprinkler system
☒ Sprinkler Controller (type and number of stations)

PLANNING DIVISION

Expiration

- ☒ Expires two (2) years from the date of approval unless used or an extension is requested and approved

Garage

- ☒ Electric garage door openers required where driveways are less than twenty (20) feet in length

Roof-Mounted Equipment or Appurtenances

- ☒ Completely screened from public view

Mailboxes

- ☒ Approved by the Postmaster

Sales Office

- ☐ Copies of the current Placentia Zoning and General Plan Land Use maps displayed at all times

O.C. SANITATION DISTRICT

- Permit**
- ☐ Required of industrial and commercial users for discharge of waste water directly or indirectly to the District's sewerage facilities

O.C. FIRE PROTECTION AUTHORITY

HYDRANT

- ☐ Provide the following hydrants:
- | Number | Size | Capacity |
|--------------------------|---|----------|
| ☐ | All hydrants, valves, and mains installed and operable prior to construction with combustible materials | |

MISCELLANEOUS

- Parking**
- ☐ Permitted only in approved spaces for private drives. Signs provided noting prohibition of parking in unauthorized areas
- Trash Storage Areas**
- ☐ Approved one (1) hour fire separation or sprinklers for those connected to or immediately adjacent to any structure
- Fire Alarm System**
- ☐ Local alarm and evacuation system installed and maintained
- Decorative Grills or Bars**
- ☐ Provided with breakaway devices

PERMITS

- Permits necessary for the following prior to installation and / or use**
- | | |
|--------------------------|--|
| ☐ | 1. Underground storage tanks for flammable liquids |
| ☐ | 2. Flammable liquids dispensing equipment |
| ☐ | 3. Operation using flammable or toxic liquids |
| ☐ | 4. Storage of more than six (6) gallons of Class I or Class II flammable liquids |

FEES - CHARGES - DEPOSITS

Fees, charges, and deposits shall be paid prior to issuance of grading and / or building permits.

BUILDING

- ☒ County sewer
- ☒ Building permit and plan check

- ☒ Recreation / park in-lieu
- ☒ Curb identification
- ☒ General and sub-contractor's business license fees

ENGINEERING

Fees and Charges

- ☒ Storm drain acreage
- ☒ Sewer acreage
- ☒ Engineering plan check and inspection
- ☒ Final subdivision map check
- ☒ Street name and traffic control sign
- ☒ Arterial street soil test
- ☒ Thoroughfare acreage
- ☒ Mission bell street lights
- ☐ Arterial highway median construction
- ☐ Arterial highway median landscaping
- ☒ Traffic Impact

Deposit

- ☐ Street tree maintenance
- ☐ Pre-acceptance street cleaning
- ☒ Street light advance maintenance and energy
- ☐ Grading Bond

PLANNING

- ☐ Landscape plan check

PLANS

ENGINEERING

Submit five (5) copies of the following to the City Engineer prior to issuance of building permits

- ☒ Grading plan and Drainage Plan
- ☒ Street improvement plan
- ☒ Sewer plan
- ☒ Storm drain plan
- ☒ Preliminary composite utility / plot plan
- ☒ Tract map
- ☐ Parcel map
- ☒ Landscape plan for sight distance clearance

Provide

- ☒ City Engineer with "as-built" construction plans for the above items

MAINTENANCE

Approval by the Maintenance Division of the following prior to the issuance of building permits

- ☐ Landscape Plans

Provide Maintenance Division Superintendent with "as-built" originals of irrigation systems for

- ☐ Street trees
☐ Planters
☐ Landscaped medians
☐ Sprinkler Controller (type and number of stations)

PLANNING DIVISION

Applicable to all development or significant redevelopment greater than 5,000 square feet:

- ☒ Prior to issuance of building permits, submit a Water Quality Management Plan (WQMP) specifically identifying Best Management Practices (BMPs) that shall be used on site to control predictable pollutant run-off.
- ☒ Prior to recordation of a map for subdivision of land and if determined applicable by City / EMA official(s), submit a WQMP that identifies the application and incorporation of those routine structural and non-structural BMPs outlined in the countrywide NPDES Drainage Area Management Plan Appendix detailing implementation of BMPs not dependent on specific land uses for approval of the City and EMA official(s)
- ☒ Prior to issuance of grading or grubbing and clearing or surface mining or paving permits, obtain coverage under the NPDES Statewide Industrial Storm water Permit for General Construction Activities from the State Water Resources Control Board. Evidence that this has been obtained shall be submitted to City / EMA official(s)

C.C. & R.'s

- ☒ ***Provide***
Planning Division with three (3) copies of C.C. & R.'s prior to approval of the final map
- ☒ ***Record***
C.C. & R.'s prior to or simultaneously with the recordation of the final tract or parcel map

Attachment "B"
Placentia Police Department Standard Development Requirements

PLACENTIA POLICE DEPARTMENT

APPLICATION: Tentative Tract Map No. 17489

STANDARD DEVELOPMENT REQUIREMENTS RESIDENTIAL

The following standards shall be required for all residential developments. No modifications shall be made without the approval of the Police Chief.

RESIDENTIAL SECURITY

Sliding Glass Doors

Shall be of tempered glass with locking bolt that grips door and frame together and prevents the door from being pried in an upward direction. The strike area shall be reinforced to prevent prying and disengagement of the locking bolts. Anti-lift out device(s) shall be installed in the upper channel above the moving panel to prevent raising and removal from the tract while in the closed position.

Other Doors

Except for vehicular access doors, all exterior swinging doors of any residential building and attached garage, including the door leading from the garage area into the dwelling unit, shall be equipped as follows:

All wood doors shall be of solid core construction with a minimum thickness of one and three-fourths

(1 3/4) inches, or with panels not less than nine-sixteenths (9/16) inch thick.

Metal doors of hollow construction shall be of a minimum 16 gauge steel with reinforcement to maintain the design thickness of the door when any locking device is installed. Metal jambs shall be used.

Door stops on wooden jambs for in-swinging doors shall be of one piece construction with the jamb.

A single or double door shall be equipped with a double or single cylinder deadbolt lock. The bolt shall have a minimum projection of one (1) inch and be constructed so as to repel cutting tool attack. The deadbolt shall have an embedment of at least three-fourths (3/4) inch into the strike receiving the projected bolt. The cylinder shall have a hardened, rotating steel cylinder guard, a minimum of five pin tumblers, and shall be connected to

the inner portion of the lock by connecting screws of at least one-fourth (1/4) inch in diameter. A dual locking mechanism constructed so that both deadbolt and latch can be retracted by a single action of the inside door knob, or lever, may be substituted provided it meets all other specifications for locking devices.

The inactive leaf of double door(s) shall be equipped with metal flush bolts having a minimum embedment of five-eighths (5/8) inch into the head and threshold of the door frame.

Glazing in exterior doors or within forty (40) inches of any locking mechanism shall be of fully tempered glass or rated burglary resistant glazing, except when double cylinder deadbolt locks are installed.

The strike plate for deadbolts on all wood framed doors shall be constructed of minimum sixteen (16) U.S. gauge steel, bronze, or brass and secured to the jamb by minimum of two screws, which

(Doors, continued)

must penetrate at least two (2) inches into solid backing beyond the surface to which the strike is attached.

Hinges for out-swinging doors shall be equipped with non-removable hinge pins or a mechanical interlock to preclude removal of the door from the exterior from the exterior by removing the hinge pins. Except where clear vision panels are installed, all front exterior doors shall be equipped with a wide angle one hundred-eighty degree (180°) door viewer.

Upon occupancy by the owner or proprietor, each single unit in tract or multi-unit development, constructed under the same general plan, shall have locks using combinations which are interchange free from locks used in all other separate dwellings, proprietorships or similar distinct occupancies.

Windows

No Louvered windows shall be used.

All windows shall have a locking mechanism(s) which when in a closed and locked position, shall be constructed so as to prevent the window from being opened or removed by external force or prying.

Address

The address number shall be mounted near the front entry of each building or other conspicuous location and be no less than four (4) inches high. They shall be mounted on a contrasting background and easily visible from the street or walkway. If rear-vehicular access, the same numbers shall be displayed on the rear of building.

There shall be positioned at each entrance of a multiple-family dwelling complex an illuminated diagrammatic representation of the complex which shows the location of the

viewer and the unit designations within the complex. In addition, each individual unit within the complex shall display a prominent identification number, not less than four (4) inches in height, which is easily visible to approaching vehicular and/or pedestrian traffic.

Lighting

Aisles, passageways, and recesses related to and within the building complex shall be illuminated with an intensity of at least twenty-five one hundredths (.25) foot-candles at the ground level during the hours of darkness. Lighting devices shall be protected by weather and vandalism resistant covers.

The open parking lot is to be lighted during hours of darkness with a minimum of one (1) footcandle of light on the parking surface during the hours of darkness. Tree and lights are to be coordinated and not located in the same spot. Provide a photometric plan with landscape plan showing compliance. Lighting devices shall be protected by weather and vandalism resistant covers.

Ladders

Ladders leading to the roof shall do so from the interior of the building.

Other

CC&R's to require Homeowners' Association to petition City Council for resolution enabling enforcement of traffic regulations on private streets by police (Section 211 07.7 State of California Vehicle Code).

Attachment "C"
Orange County Fire Authority (OCFA) Special Conditions of Approval

Prior to the issuance of building permits

Fire Master Plan (service code PR145)- This plan will demonstrate all turning radii, street widths, fire hydrant locations, etc.

Methane Investigation/Mitigation (services codes PR170-PR176)- It will need to be determined if the proposed project is located in an "administrative boundary." These areas are determined by the Department of Oil, Gas & Geothermal Resources (D.O.G.G.R.) as areas that may have methane present in the soil. If the property is in an administrative boundary, soil testing will be required. Depending on the results of the testing, methane mitigation may be required.

Fire Sprinkler System (service codes (PR400-PR465)

ORANGE COUNTY FIRE AUTHORITY

Planning & Development Services Section

1 Fire Authority Road, Building A Irvine, CA 92602 714-573-6100 www.ocfa.org

Fire Master Plans for Commercial & Residential Development



Approved and Authorized by

Guideline B-09

Laura Blaul
Fire Marshal / Assistant Chief

January 1, 2011

Serving the Cities of: Aliso Viejo • Buena Park • Cypress • Dana Point • Irvine • Laguna Hills
Los Alamitos • Mission Viejo • Placentia • Rancho Santa Margarita • San Clemente • San Juan
Villa Park • Westminster • Yorba Linda • and Unincorporated

PLANNING DIVISION REPORT

APPLICATION: 7TH 17489 DA 201201 W020203

EXHIBIT: 7

PAGE 1 OF 3

DATE: 4-9-13

2) Number of Fire Apparatus Access Roads Required:

- a) One is required if any portion of an exterior wall of the first story of a building is located more than 150 feet from a fire access roadway. That access is to be measured by an approved route around the exterior of the building (see Section 9: Access to Structures).
- b) More than one road is required if it is determined that access by a single road may be insufficient due to terrain, location, travel distance, potential fire or life-safety hazards, or other factors that could limit access or if vehicle congestion, railways, or weather conditions could impair the single entry point. Supplementary access points shall be located to facilitate evacuation and emergency operations and minimize congestion or obstruction during an emergency incident.
 - i. A minimum of two vehicle access points is required for any development containing 150 or more residential units.
 - ii. A secondary access point may also be required for commercial projects more than 124,000 sq.ft. in building area. Requirements may vary depending on factors such as building use, expected vehicle and occupant load on site, traffic stacking, or impact on surrounding streets. When specified, OCFA staff will coordinate with the local jurisdiction's community development and public works or engineering departments.

3) Location of Fire Apparatus Access Roads:

For purposes of determining the suitability of public roads and fire access roadways for staging fire apparatus and facilitating fire suppression operations for a particular structure, the following criteria shall apply:

- a) To protect fire apparatus, personnel, and equipment from damage and injury from falling debris, the edge of fire access roadways serving multi-story buildings should be located no closer than 10 to 30 feet from the building, the actual distance being a function of overall building height with consideration given to building construction, presence of openings, and other potential hazards. As distances greater than 40 feet inhibit the use of vehicle-mounted ladders while distances closer than 20 feet do not allow for a proper laddering angle, the edge of fire lanes serving structures four or more stories in height shall be located between 20 and 40 feet from the building. These distances are measured from the face of the building to the top edge of the curb face or rolled curb flow line nearest the structure. To ensure that vehicular access and egress from dead-end fire access roadways serving multi-story buildings are maintained at all times, staging areas shall be provided along the roadway to permit fire apparatus to pass ladder trucks that have outriggers extended. Consideration shall be given to the length of the roadway, roof and building design, obstructions to laddering, and

- 7) Fire Apparatus Access Road Grade - The grade for access roads shall not exceed 10% or 5.7 degrees (7% or 4 degrees in Irvine unless otherwise approved by the City Engineer). The grade may be increased to a maximum of 15% or 8.5 degrees for approved lengths of access roadways, when all structures served by the access road are protected by automatic fire sprinkler systems. Cross-slope shall not be greater than 2% for paved access roadways.
- 8) Inside and Outside Turning Radii - The inside turning radius for an access road shall be 17 feet or greater. The outside turning radius for an access road shall be 38 feet or greater. As fire apparatus are unable to negotiate tight "S" curves, a 56-foot straight leg must be provided between these types of compound turns or the radii and/or road width must be increased accordingly. See Attachment 6. *Note: to accommodate the OCFA's largest fire apparatus an inside and outside turning radius of 20 and 42 feet, respectively, is recommended and requested.*
- 9) Dead-end Access Roadways - Dead-end roadways in excess of 150 feet shall be designed and constructed with approved turnarounds or hammerheads. Turnarounds shall meet the turning radius requirements identified above. The minimum cul-de-sac radius is 38 feet with no parking allowed. The maximum length of a cul-de-sac road without mid-way turnarounds or other mitigating features is 800 feet. See Attachment 7. *Note: to accommodate the OCFA's largest fire apparatus, an outside turning radius of 42 feet or larger is recommended and requested.*
- 10) Bridges - When a bridge is required as part of an access road, it shall be a minimum of 20' in width and designed and constructed to accommodate a total weight of 68,000 pounds. Apparatus weight is distributed as 46,000 pounds on tandem rear axles and 22,000 pounds on the front axle.
- 11) Median breaks - Where medians or raised islands are proposed that prevent emergency apparatus from crossing over into opposing traffic lanes, breaks or pass-throughs may be required to be provided. The location and design specifications for the pass-throughs shall be coordinated with the city/County public works or engineering department.

3. Fire Access Roadway Identification

Fire lane identification will be required when it is necessary to restrict parking of vehicles in order to maintain the required width of fire access roadways for emergency vehicle use. Unlawful use of fire lanes will be enforced by the local law enforcement agency in accordance with the California Vehicle Code (CVC). See Attachment 8.

- A. Sign and Curb Marking Options - Areas designated as a fire lane require an acceptable method of marking that shall be approved prior to installation. Examples of dimensions and acceptable options for signage installations and markings are found in Attachments 9 through 14. The following methods are acceptable means of identifying designated fire lanes for public and private streets. Choose either option 1 OR option 2 below.



SECTION 1: BUILDING SUMMARY

PLAN TYPE	BUILDING AREA (SF)
1	10,000
2	10,000
3	10,000
4	10,000
5	10,000
6	10,000
7	10,000
8	10,000
9	10,000
10	10,000
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BUILDING SUMMARY

SECTION 2: BUILDING SUMMARY

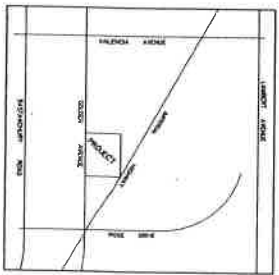
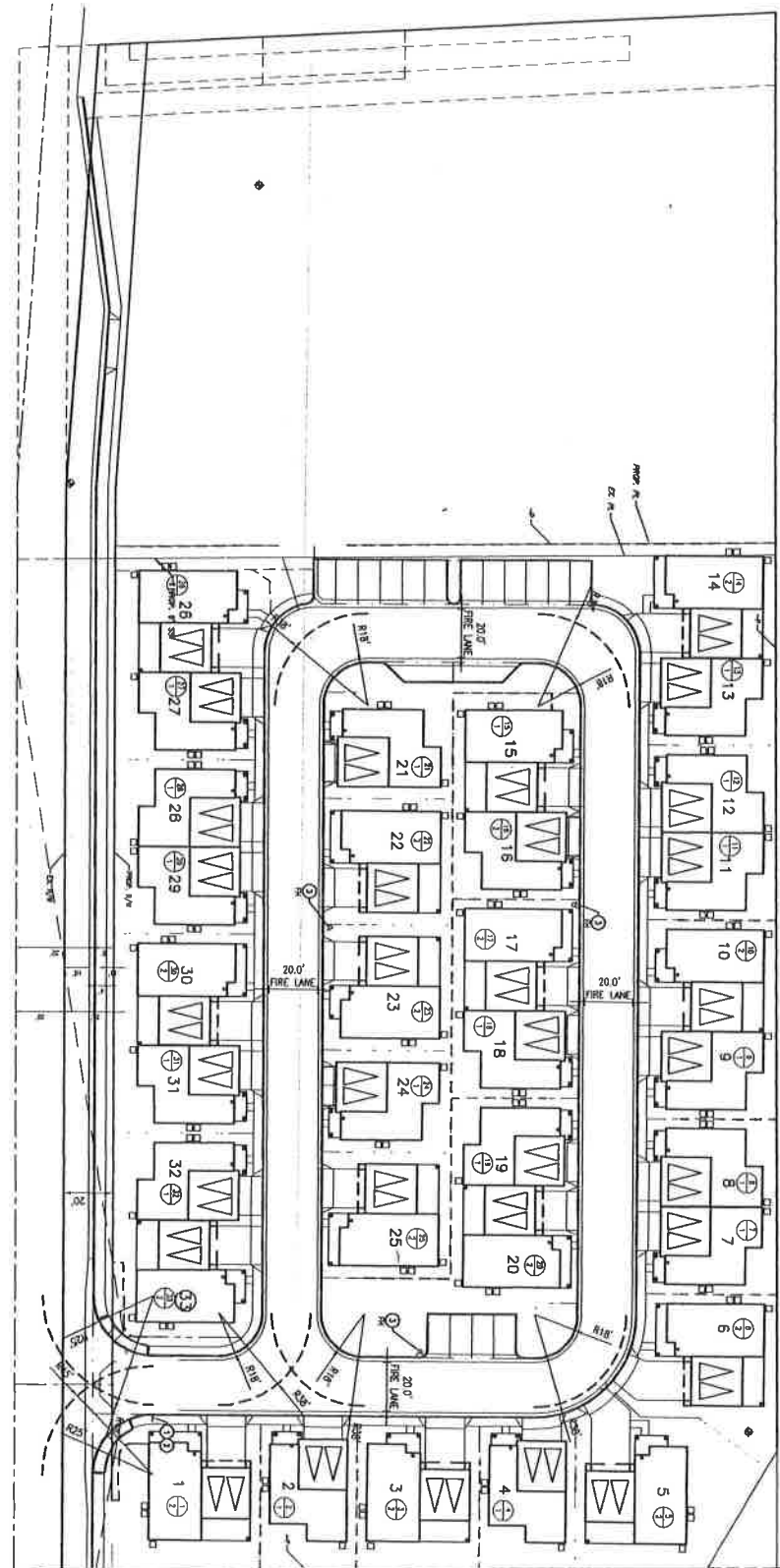
- SIGNING NOTES:**
- 1. ALL BUILDING AREAS SHOWN ON THIS PLAN ARE SUBJECT TO THE CITY OF PLACENTIA'S ZONING ORDINANCES AND THE CITY ENGINEER'S REVIEW.
 - 2. THE CITY ENGINEER'S REVIEW IS LIMITED TO THE TECHNICAL ASPECTS OF THE PLAN AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED.
 - 3. THE CITY ENGINEER'S REVIEW IS LIMITED TO THE TECHNICAL ASPECTS OF THE PLAN AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED.
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- LEGEND:**
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REGISTERED CIVIL ENGINEER'S STATEMENT:

I, the undersigned, being a duly Licensed Civil Engineer in the State of California, do hereby certify that the above described project complies with the applicable provisions of the California Fire Code and the City of Placentia's Fire Ordinance.

DATE: 4-9-13

SIGNATURE



PLANNING DIVISION REPORT

APPLICATION: FM 17489 DA 2012-09 ND 2012-03

EXHIBIT: 8

PAGE 1 OF 1

DATE: 4-9-13

GOLDEN & ROSE AVENUE, PLACENTIA
FIRE MASTER SITE PLAN
ORANGE COUNTY FIRE AUTHORITY
 PLANNING & DEVELOPMENT SERVICES

PLANS PREPARED BY:
CORONA ENGINEERING, INC.
 1000 S. GARDEN AVENUE, SUITE 100
 PLACENTIA, CA 92669
 (949) 241-1111
 FAX (949) 241-1112

CITY OF PLACENTIA
THE OLSON COMPANY
 1000 S. GARDEN AVENUE, SUITE 100
 PLACENTIA, CA 92669
 (949) 241-1111
 FAX (949) 241-1112

DATE	BY	NO.	DATE	REVISIONS
4/9/13	1	1		

SHEET 1 OF 1

Average Daily Traffic Volumes Quality Traffic Data, LLC

QTD PROJ/LOC #:	600179 - 023	GPS COORDINATES:	0
ON STREET:	Golden Ave	START DATE:	Thursday, November 10, 2011
CROSS STREETS:	Valencia Ave to East City Limit	VICINITY:	City of Placentia, CA

AM COUNTS					PM COUNTS				
NB	SB	EB	WB		NB	SB	EB	WB	
00:00		1	4		12:00		22	28	
00:15		1	0		12:15		25	36	
00:30		1	3		12:30		16	19	
00:45		1	0	7 11	12:45		17 80	22 105	185
01:00		2	2		13:00		24	25	
01:15		2	2		13:15		19	29	
01:30		1	0		13:30		32	30	
01:45		1	6 2	6 12	13:45		29 104	29 113	217
02:00		0	0		14:00		27	43	
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02:30		0	1		14:30		31	25	
02:45		2	2 0	3 5	14:45		39 113	23 118	231
03:00		0	0		15:00		43	25	
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03:45		0	1 0	1 2	15:45		29 179	30 202	381
04:00		0	0		16:00		28	32	
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04:30		0	0		16:30		50	44	
04:45		0	0 1	1 1	16:45		42 143	39 166	309
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05:45		0	0 4	10 10	17:45		31 140	38 166	306
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08:45		60	254 113	266 520	20:45		13 68	26 81	149
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11:00		18	22		23:00		7	7	
11:15		17	16		23:15		4	1	
11:30		11	21		23:30		6	2	
11:45		28	74 20	79 153	23:45		3 20	3 19	39
TOTALS:		531	677	1208	TOTALS:		1158	1345	2503

SPLIT	44.0%	56.0%	32.6%	SPLIT	46.3%	53.7%	67.4%
PEAK HOUR	08:00	08:30	08:00	PEAK HOUR	14:45	15:15	14:45
PH VOLUME	254	268	520	PH VOLUME	189	209	384
PHF	0.46	0.59	0.59	PHF	0.68	0.52	0.56

DAY'S TOTAL				
NB	SB	EB	WB	TOTAL
		1689	2022	3711

QUALITY TRAFFIC DATA, LLC
9701 W Pico Blvd, Suite 205, Los Angeles, CA, 90035
Phone: 310-341-0019 Fax: 310-807-9247 Info@QualityTrafficData.com

PLANNING DIVISION REPORT

APPLICATION: FM 17489 DA 2012-01 NY 2012-03

EXHIBIT: 9

PAGE 1 OF 1

DATE: 4-9-13



Piacentia Planning Commission

Agenda Staff Report

AGENDA ITEM NO.: 4	DATE: March 12, 2013	PUBLIC HEARING: Yes
APPLICATION(S): Tentative Tract Map (TTM 17489) Development Agreement (DA 2012-01), Negative Declaration (Neg. Dec. 2012-03)		
DESCRIPTION: To permit the construction of a 33 unit residential condominium project and subdivision on a 2.68-acres site and to consider Tentative Tract Map (TTM 17489), Development Agreement (DA 2012-01) and related environmental determinations at 1049 Golden Avenue in the High Density Multi-Family Residential (R-3) District.		
RELATED APPLICATIONS: TTM 17489, DA 2013-01		
APPLICANT: Olson Urban Housing LLC: John Reischl		
PROPERTY OWNER: Olson Urban Housing LLC		
LOCATION: 1049 Golden Avenue		
CEQA DETERMINATION: Negative Declaration 2013-02; California Public Resources Code § 21092 and Guidelines §§ 15070, et seq.		
ZONING: High Density Multi-Family Residential (R-3) District		APN(S): 334-020-03
GENERAL PLAN: High Density Residential		CITY COUNCIL ACTION REQUIRED: Yes
PREPARED BY: Louis Morales, Contract Planner		
REVIEWED BY: Kenneth A. Domer, Assistant City Administrator, Development Services		

REQUEST:

To permit the development of a 33-unit housing project (the "Project") proposed by Olson Urban LLC (the "Applicant"). The 33-unit Project will be comprised of 11 single-family detached and 22 single-family paired units on a 2.68 acre site, located at 1049 Golden Avenue in the High Density Multi-Family Residential (R-3) District. The request will also require review and recommendations for approval of a Tentative Tract Map, Development Agreement, and the adoption of a Negative Declaration.

BACKGROUND:

The 2.68 acre site consists of one parcel and is essentially rectangular in shape (the "Site"). The Site is currently improved with a 2,000 square foot single-family structure that is currently vacant, which will be demolished as part of the Project improvements.

The Applicant submitted a pre-application for the proposed project on August 30, 2012 and staff provided the Applicant with comments and corrections to the project plans. The Applicant submitted a full submittal on November 29, 2012.

PLANNING DIVISION REPORT

APPLICATION: TTM 17489, DA 2012-01, ND 2012-03

EXHIBIT: 1

PAGE 1 OF 31

DATE: 4-9-13

The Applicant is currently in escrow for the purchase of the property and entered in the current escrow on December 29, 2012.

On February 19, 2013, a Notice of Intent to adopt a Negative Declaration was recorded with the Orange County Recorder's office.

Subject Site and Surrounding Land Uses:

	Existing Land Use	Land Use Element General Plan Designation	Zoning Map Designation
Existing	Existing vacant single family residence	"High Density Residential"	"R-3"
Proposed	Demolish existing single family residence and construct 33-units and related on/off site improvements	"High Density Residential"	"R-3"
North	Multi-Family Residential	"High Density Residential"	"R-3"
South	Single-Family located in the City of Yorba Linda	—	—
East	Multi-Family Residential	"High Density Residential"	"R-3"
West	Active Oil Well	"High Density Residential"	"R-3"

The site contains an existing single family residential structure that will be demolished according to State and City of Placentia regulations. The applicant proposes to construct 33-units comprised of 11 single-family detached units and 22 paired homes (duplexes). All units will be two stories and two floor plans will be offered for the detached and paired units respectively.

The proposal requires the approval of a Tentative Tract Map to enable the subdivision of the project site and a Development Agreement negotiated between the City of Placentia and the Applicant, Olson Urban LLC that will grant the Applicant the vested right to develop the 2.68 acre parcel into a 33-unit housing project.

RECOMMENDATION:

City Planning Division is recommending approval of Tentative Tract Map (TTM) 17489, and Development Agreement 2012-01, subject to the attached recommended Special Conditions of Approval and Standard Development Requirements and related environmental determinations (Negative Declaration 2012-03).

INTRODUCTION, DISCUSSION, AND ANALYSIS:

The proposed development by Olson includes the construction of 33 units (22 paired homes and 11 single family homes) and on-site parking. A summary of the unit plans is as follows:

Single-Family Detached Homes

Plan	Type	Size	No. of units
Plan 1	3-Bedroom/2 Bath	1,800 sq. ft	4
Plan 2	3 or 4-Bedroom/2.5 Bath	2,200 sq. ft.	7

Pair Homes (Duplex)

Plan 1	3-Bedroom/2 Bath	1,800 sq. ft	14
Plan 2	3 or 4-Bedroom/2.5 Bath	2,200 sq. ft.	8

All the units will have an enclosed two-car garage. In all plans, the units are two stories, with the garage and general living area (kitchen, dining, and living room) on the first floor and the sleeping area on the second floor. The proposed architecture of the buildings is Bungalow and is discussed further in the "Development Plan Review" section of this report.

Access to the proposed development will be a single street connecting to Golden Avenue. An interior street will be in oval in shape and provide circulation to individual properties. Landscaping, to include a 6' high masonry wall and public sidewalk, will buffer the development from Golden Avenue. The wall will be recessed and stepped back along Golden Avenue from the driveway entrance for the project to allow and provide for vehicular sight-lines. The entry will have a project entry/identification sign. The streets within the project will be private streets and guest parking will be provided at a rate of .5 spaces per unit.

The proposed project will have a common recreation area of approximately 1,558 square feet with landscaping and certain amenities i.e. enhanced pavers, site furniture, trees, etc.

The Applicant's request for land use entitlements includes a Tentative Tract Map, and Development Agreement. A discussion of each follows:

Tentative Tract Map

The applicant is proposing ownership units for the project. Accordingly, the applicant has requested a Tentative Tract Map to create parcels and provide airspace for 33 units. This will allow the applicant to sell the individual units and maintain master parcels that will be owned by a Home Owners Association (HOA). The project will be required to submit

Conditions, Covenants, and Restrictions (CC&R's) that will be reviewed and approved by the City.

Development Agreement and Contents

Briefly, a development agreement is a contract between a municipality and property owner, executed as part of the development approval process. As part of the agreement, the local government promises not to change the affected property's planning and zoning regulations during the development process, in exchange for the developer's promise to abide by a defined set of conditions regulating the use of the site. That is, unless otherwise provided in the agreement, the rules, regulations, and official policies governing the site's permitted uses, density, design, improvements, and construction are those that are incorporated within the development agreement.

Development Agreement No. 2012-02 (DA No. 2012-01) guarantees the applicant will develop the 2.68-acre parcel at 1049 Golden Avenue in accordance with the agreement's provision and site plan. The applicant also agrees to dedicate approximately 20 feet along Golden Avenue to enable Golden Avenue to be designated as a secondary arterial with an 80' foot right-of-way, pay all Development Fees which include but are not limited to fees, charges, and exactions imposed by the City upon development of the Project on the Site, including, but not limited to, application fees, processing fees, development fees, impact fees, mitigation fees, park fees, storm drain fee, sewer fees, affordable housing in-lieu payment(s), creation of a Community Facilities District (CFD), and other related or like charges or fees.

Development Standards in the R-3 District:

Since the developer will enter into a Development Agreement with the City, the development standards set forth for the R-3 District are not strictly applicable. Further, §23.23.030 of the Placentia Municipal Code states that when a development meets the requirements of the R-1 District or PUD District, the developer shall obtain a use permit. Essentially, the code requires that if a development within an R-3 District is less intense than what is permitted by right, discretionary permission from the Planning Commission is required. Again, the use of a Development Agreement in this case overrides this consideration.

If the developer were to develop a project by right in the R-3 District, the following development standards would be in effect. Due to the Development Agreement process, the "proposed" standards will be utilized:

	Required	Proposed	Notes
Density	25 dwelling units/acre	12.5 dwelling units/acre	Less than Requirement
Building Site Area	8,000 square feet	+/- 9,100 square feet	Complies With Requirement
Lot Width	80 Feet	40 feet to 50 feet and 72 feet to 82 feet	Provided for in the DA

Height	35 Feet	23'-24"	Complies With Requirement
Lot Coverage	60%	60%	Complies with Requirement
Building Setbacks	Front: 15 Feet (Public Street) Side: 5 Feet Rear: 10 Feet Green Belt: 10 feet	Varies from 5 feet to 18 feet 4 feet or 8 feet b/w buildings 5 feet to 10 feet 5 feet	Provided for in the DA Provided for in the DA Provided for in the DA Provided for in the DA
Parking	Two (2) Spaces/Dwelling unit, 15% Guest spaces (10)	Two (2) car garage spaces/Du, .5 spaces per unit (18)	Provided for in the DA
Open Space	200 sq. ft./unit	Min 200 sq. ft/unit plus 1,558 sq. ft. of Community Area	Complies With Requirement

Density

Pursuant to the General Plan designation of High Density Residential, the maximum density permitted in the "R-3" High Density Multi Family District is twenty-five (25) dwelling units/acre. This project involves the demolition of one housing unit and the construction of a 33 residential units. There will be a net housing gain of 32 units and the project will be built at a density of 12.5 units/acre.

Access and Interior Circulation

The entrance to the proposed site will be from Golden Avenue at the southeast end of the project site. The proposed interior streets will be private streets owned and maintained by the HOA. The interior streets will be 24 feet in width from curb to curb and will have a 4 foot wide sidewalk on one side of the street throughout the project. Parking on the interior streets and along Golden Avenue will not be permitted. A total of 18 guest parking spaces will be provided within the project, which is provided at a rate slightly above .5 spaces per unit.

Architecture:

All the buildings have been designed with *Bungalow* architectural style. The Bungalow style is typical in suburban infill development. The look includes tile roofs, window plant-on treatments, and covered porches with embellished rock veneer treatment on columns and lower walls. The majority of the walls will have a stucco finish and the rear facades of the structures along Golden Avenue will be enhanced with window casings to provide a visual upgrade from Golden Avenue.

Landscaping:

The project is providing approximately 3,700 sq. ft. of landscaping in the HOA maintained areas, of which, approximately 1,558 sq. ft. is the passive recreation area. The proposed site landscaping enhances the architecture of the buildings, improves, site

appearance and streetscape, and provides natural shade area to the project site. The landscape will be reviewed and approved by the City.

CEQA:

As described in the attached Initial Study/Negative Declaration, in accordance with CEQA (California Public Resources Code §§ 21000-21177) and pursuant to § 15063 of the California Code of Regulations, the City of Placentia, acting in the capacity of lead Agency, is required to undertake the preparation of an Initial Study to determine if the proposed Project would have a significant environmental impact. An Initial Study was prepared by Tierra West Advisors and it was concluded that a Negative Declaration would be prepared. The City of Placentia prepared a Notice of Intent to adopt a Negative Declaration and was recorded with the Orange County Recorder's to establish the review period of February 19, 2013 through March 12, 2013.

FINDINGS

Tentative Tract Map

1. That the proposed map is consistent with the General Plan.

The proposed Tentative Tract Map is to support the construction of 33 units on the site. In an overall review of the General Plan, the proposed 33 unit development is consistent with the policies and goals. More specifically, it is the policy of the General Plan Land Use Element (1.1) "Large, contiguous vacant or underutilized parcels should be comprehensively planned for development to minimize effects on the City's suburban atmosphere." Furthermore it is the objective of the City's Housing Element to provide additional areas for housing development and maximize the potential for a variety of housing types.

2. That the site is physically suitable for the type and density of development.

The subject site is a 2.68 acre parcel, which exceeds the 9,000 square foot minimum lot size in the R-3 zone. Based on the size of the parcel, under the current code, the applicant could construct up to 67 units; whereas the proposed project is only proposing 33 units. It is staff's opinion that the overall site plan has been designed to accommodate the units, as well as sufficient parking, landscaping, and open space. Based on this, staff believes that the subject site is adequate to accommodate the R-3 zoning, as well as the proposed development.

3. That the design of the subdivision or type of improvements is not likely to cause serious public health problems.

The proposed subdivision is to allow a 33 unit housing development. As part of the site design, the applicant is including active open space area and passive uses. It is staff opinion that these amenities will encourage residents of the community to spend more time outdoors and live a more active lifestyle.

4. **That the design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision.**

As part of the review of the application, a preliminary title report was submitted with the application. Although easements have been identified, they are mostly for utility access. All easements will be protected in place and will not be altered by construction of the project.

5. **That the design of the subdivision or the proposed improvements is not likely to cause substantial environmental damage or substantially and avoidable injure wildlife or their habitat.**

The subject site is an underutilized parcel developed with one single-family unit with limited vegetation. There are no known areas within the City that host wildlife or their habitat, most particularly species identified as a candidate, sensitive, or special status species. Furthermore, staff prepared an initial study of environmental impact pursuant to the requirements of CEQA. The analysis contained within the initial study determined that no significant impacts are anticipated from the project. As such, it is staff's opinion that the proposed project will not impact wild life resources.

Development Agreement

California Government Code § 65867.5 requires the legislative body find that the provisions of the agreement are consistent with the general plan. The project site is a 2.68 acre site that is developed with a single-family home with a zoning designation of high density multi-family residential.

Since the high density designation envisions the development of multiple units on an underutilized parcel, the prospective development agreement is consistent with the land use category as the property will be developed with the 33 units.

General Plan Goals/Policy/Programs that the development agreement project supports include:

Policy 1.1: Large, contiguous vacant or underutilized parcels should be comprehensively planned for development to minimize effects on the City's suburban atmosphere.

Goal 2: Provide and maintain an adequate level of service for all community public services and facilities.

Policy 2.5: Ensure new developments provide adequate improvements, dedications, and fees to the City to fully cover the projects demand costs on City services and facilities.

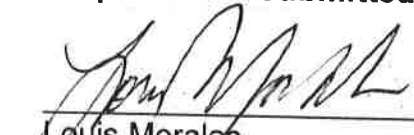
The Development Agreement will yield a public benefit as outlined in the agreement and will establish a Community Facilities District applicable to the project. Among the items listed in the Development Agreement, the project will:

- Contribute to proposed improvements to the Golden Avenue Bridge
- Contribute to a public safety mitigation fee
- Contribute to a park in-lieu fee
- Contribute an in-lieu affordable housing fee

ACTIONS:

1. Adopt Resolution PC-2013-08, recommending approval of Tentative Tract Map (TTM) 17489 to the City Council, subject to the attached Special Conditions of Approval and Standard Development Requirements set forth therein and related environmental determinations (Negative Declaration 2012-03).
2. Adopt Resolution No. PC-2013-09, recommending approval of Development Agreement 2012-01 to City Council, subject to the Special Conditions of Approval and Standard Development Requirements set forth therein and related environmental determinations (Negative Declaration 2012-03).

Prepared and submitted by:


Louis Morales
Contract Planner

Review and approved by:


Kenneth A. Domer
Assistant City Administrator

Attachments:

Attachment "A"	Special Conditions of Approval and Standard Development Requirements for Tentative Tract Map (TTM) 17489 and Development Agreement 2012-01.
Attachment "B"	Placentia Police Department Standard Development Requirements
Attachment "C"	Orange County Fire Authority (OCFA) Site Development Requirements

Exhibits:

Exhibit 1	Tentative Tract Map (TTM) 17489
Exhibit 2	Site Plan/Conceptual Landscaping Plan
Exhibit 3	Floor Plan/Elevations
Exhibit 4	Initial Study/Mitigated Negative Declaration 2012-03 completed by Tierra West Advisors
Exhibit 5	Development Agreement.



CITY OF PLACENTIA
401 E. CHAPMAN AVENUE, PLACENTIA, CA 92870

**NOTICE OF INTENT TO ADOPT NEGATIVE DECLARATION FOR
33-Unit Golden Avenue Housing Development**

Notice is hereby given that the City of Placentia has completed an Initial Study for the construction of the 33-Unit Golden Avenue Housing Development project, located at 1049 Golden Avenue, near the intersection of Rose Drive and E. Imperial Highway in the City of Placentia, Orange County, California. The proposed project is the construction of 33 Single-Family units (11 detached and 22 attached) on a 2.63 acre site. The housing units will be for-sale units and the project calls for the review and approval of a Tentative Tract, a Planned Unit Development, and a Development Agreement. In addition the development calls for certain street improvements, public safety fees, and certain parkland fees to be paid to the City.

The site is currently underutilized and improved with a vacant single-family home that will be demolished to accommodate the proposed housing project. The project site is immediately surrounded by multi-family residential to the North, East and West, and Single-Family residential to the South. There is an active oil well located to the west of the site. The site is designated High Density Residential 25.0 DU/Acre max. on the City's General Plan land use policy map and is zoned HDR, High Density Residential on the City's zoning map. The project as proposed will be developed at the density of 12.5 DU/Acre.

An Initial Study has been completed in accordance with the California Environmental Quality Act (CEQA) and the State CEQA Guidelines. The Initial Study was undertaken for the purpose of determining whether the project could have a significant effect on the environment. On the basis of the Initial Study and supporting analysis, the City of Placentia, as Lead Agency, has concluded that the project will not have a significant effect on the environment and has therefore prepared a Draft Negative Declaration. The Initial Study reflects the independent judgment of the City of Placentia.

The 20-day public review period for the Draft Mitigated Negative Declaration and Initial Study document begins Tuesday, February 19, 2013 and ends Monday, March 11, 2013. Copies of the Initial Study and Draft Negative Declaration are on file for public review at the following location:

City of Placentia, Development Services Department, 401 East Chapman Avenue, Placentia, CA 92870

A public hearing on the Negative Declaration before the Placentia Planning Commission is scheduled on at 6:30 P.M. on March 12, 2013, at Placentia City Hall, 401 East Chapman Avenue.

Any person wishing to comment on this matter must submit such comments in writing. Comments must be received in the office of the Development Services Department no later than March 11, 2013. Please send comments to:

Mr. Louis Morales, Planner
Development Services Department
401 East Chapman Avenue
Placentia, CA 92870

POSTED

FEB 19 2013

ORANGE COUNTY CLERK-RECORDER DEPARTMENT

BY: _____

DEPUTY

INITIAL STUDY/CHECKLIST

Olson Company 33-Unit Golden Avenue Housing Development

1049 Golden Avenue
Placentia, California



PLACENTIA
CALIFORNIA *A pleasant place to live.*

Lead Agency:

City of Placentia
401 East Chapman Avenue
Placentia, CA 92870

Applicant:

Olson Company
3010 Old Ranch Parkway, Suite 100
Seal Beach, CA 90740-2751

Prepared By:

Tierra West Advisors, Inc.
2616 East 3rd Street
Los Angeles, CA 90033

POSTED

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ORANGE COUNTY CLERK-RECORDER DEPARTMENT

BY: AP DEPUTY

February, 2013

City of Placentia
Initial Study / Checklist – Olson Company 33-Unit Housing Development

INITIAL STUDY/INITIAL STUDY CHECKLIST

**The Olson Company
33-Unit Housing Development**

LEAD AGENCY:

**City of Placentia
Development Services
401 East Chapman Avenue
Placentia, CA 92870
Contact: Mr. Ken Domer, Assistant City Administrator
714.993.8117**

PREPARED BY:

**Tierra West Advisors, Inc.
2616 East 3rd Street
Los Angeles, CA 90033
Contact: Mr. John Yonai
Mr. Louis Morales
323.265.4400**

POSTED

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ORANGE COUNTY CLERK-RECORDER DEPARTMENT

BY: AR

DEPUTY

February, 2013

1.0 INTRODUCTION

The City of Placentia Development Services Department (the “Lead Agency”) is reviewing a development proposal submitted by the Olson Company (the “Developer”) to construct a 33-unit housing project with supporting parking (the “Project”) on a property located at 1049 Golden Avenue (the “Project Site”). Following preliminary review of the Project, the City of Placentia determined that it is subject to the guidelines and regulations of the California Environmental Quality Act (CEQA).

The Project involves the development of 11 single-family detached homes and 22 paired homes. The Project Site consists of a 2.63-acre site located on the north side of Golden Avenue just west of the North Rose Drive and Imperial Highway intersection in the City of Placentia. Section 2.0 of this Initial Study provides the project description.

1.1 PURPOSE

The Project will require approval of certain discretionary actions by the City of Placentia and other governmental agencies. Therefore, the Project is subject to environmental review pursuant to the California Environmental Quality Act (CEQA).

The purpose of this Initial Study/Checklist is to inform the decision makers of the potential environmental impacts resulting from the proposed project and (1) identify the issue area of the checklist that may have impacts; (2) provide the Lead Agency with information for deciding whether to prepare an environmental impact report (EIR), mitigated negative declaration, or negative declaration for the Project; (3) enable the applicant or Lead Agency to modify a project; (4) facilitate environmental assessment early in the design of the Project; (5) eliminate needless EIRs.

2.0 PROJECT DESCRIPTION

2.1 Project Location

Regionally, the project site is located within the northeast quadrant of the Orange Freeway Route 57 and the Riverside Freeway Route 91 interchange and located just west of the Rose Drive and Imperial Highway intersection. The Project Site is approximately 2.5 miles east of the Orange Freeway Route 57 and approximately 4 miles north of the Riverside Freeway Route 91 (See Exhibit 2-1).

Locally, the Project Site is located in the northeastern area of the City and is located at 1049 Golden Avenue between California Street and Rose Drive (See Exhibit 2-2). The Project Site is generally flat and has access from the south side of the Project Site from Golden Avenue. The Project as proposed will have access from Golden Avenue.

2.2 Existing Land Uses

The approximately 2.63-acre Project Site consists of one parcel, Assessors Parcel Number (APN) 344-020-03.

The existing site is currently improved with an unoccupied single-story single-family detached structure with a detached 2-car garage. The single-family structure unit is approximately 2,000 square feet. The structure is a wood frame structure with a gable type roof. The existing home will be demolished as part of the project site improvements. The Project Site aside from the existing single-family structure is essentially a vacant under utilized parcel.

2.3 Surrounding Land Uses

The project site is located within a mix of commercial retail, single-family, and multi-family uses. Land uses immediately adjacent to the project are as follows:

North: Multi-family residential.

East: Multi-family residential.

South: Single-family detached residential located in the City of Yorba Linda.

West: An oil well and Single-family detached housing uses further west.

2.4 Existing Zoning and General Plan

The City of Placentia General Plan Land Use Policy Map and Zoning Map designates the project site as High Density Multiple-Family Residential (R-3).

The following paragraph from the Land Use Element of the General Plan defines the High density residential (R-3)

“The High Density Residential designation is intended to accommodate multiple family residences such as apartments. The High Density Residential designation permits a maximum development of 25 dwelling units per acre.

Zoning districts compatible with High Density Residential designation include High-Density Multi-Family (R-3), Residential Planned Community (PRC) and Planned Unit Development (PUD).”

The following is the description of the purpose of the R-3 zoning designation as stated in the City of Placentia Municipal Code.

“The purpose of the “R-3” district is to stabilize and maintain the residential character of the district for medium high density apartment living with substantial space for cooperative used facilities and open spaces. The maximum allowable density of this district shall be twenty-five units per acre. (Ord. 85-O-105 (part), 1984: Ord. 72-O-119 § 1, 1972: prior code § 25-42)”

The City of Placentia General Plan was originally adopted in 1973 and has gone through periodic amendments and revisions. The City previously went through a General Plan update and had put together an administrative draft that was not pursued or adopted. A current General Plan update is being prepared. The current General Plan and Zoning designation of the Project Site permits the development of the residential at a density of 25 dwelling units to the acre or a maximum of 65 units. Under the current General Plan update, the City of Placentia is not considering a change and proposes to maintain the High Density Residential designation of the Project Site, which will allow for the development of up to 65 units on the Site. The proposed project if approved will assist the City of Placentia in meeting its Regional Housing Needs Assessment (RHNA). The Proposed Project will be consistent with the Housing Element Program HE-1.7: Vacant and Underutilized Land Inventory. As follows:

“To provide additional areas for housing development and maximize the potential for a variety of housing types, the City will identify vacant and underutilized sites for development of residential units. Additionally, the City will maintain and update an inventory of these sites on an annual basis. The City will provide information about these sites to housing developers through printed materials available at City Hall and electronically on the City’s website.”

2.5 Project Characteristics

The 2.68-acre project site is located on a lot with frontage on the south side along Golden Avenue and will be the access point to the Project Site. The Project Site is bounded by single-family residential to the north, east, and south.

The Project applicant proposes to demolish the existing improvements on the Project Site and develop 11 single-family attached homes 22 single-family paired homes. The Project will offer 2 floor plans for the single family detached homes and 2 floor plans for the paired homes as follows:

Plan	Type	Stories	Size in sq. ft.	No. of Homes
Single-Family Detached Home				
Plan 1	3-Bdrm/2 BA	2	1,800	4
Plan 2	3-Bdrm/2BA	2	2,200	7
Total				11
Paired Homes (Duplex)				
Plan 1	3-Bdrm/2.5 BA	2	1,800	14
Plan 2	3-Bdrm/2.5 BA	2	2,200	8
Total				22

Uses and Parking: The mixture of homes with will be distributed throughout the Site and the project requires 99 parking spaces (66 covered spaces within a garage and 33 open spaces). The project complies with the parking as each unit will have a 2-car garage (66 spaces) and 15 units will provide the required 3rd open parking space on the driveway (15 open parking spaces) and an additional 18 open parking spaces within the Site for a total of 99 parking spaces. The guest parking will be provided in excess of the industry standard of .5 parking spaces per unit.

Access: The Project primary access will be off Golden Avenue and will provide new sidewalks as required along the entire frontage of the Project Site and will include dedication for widening of Golden Avenue to establish Golden Avenue as a secondary arterial. Any and all required improvements will be the responsibility of the Developer.

Density: The Project proposes to be built at 12.5 dwelling units per acre. The Project Site under the current General Plan designation and zoning may be developed at a density of 25 units per acre or a maximum 67 units. The Project will also require approval of a Tentative Tract Map, Planned Unit Development (PUD), and a Development Agreement.

Open Space and Landscaping: The Project will have internal pedestrian and vehicle circulation with ample walkways and some units will have driveways. The roadways will be private streets and there will be 4'-0" wide sidewalks on one side of the private streets. The Project will also have open space provided in the form of a Pocket Park and will have recreation type amenities.

Development Agreement: The proposed project entails the pursuit of a Development Agreement (DA) between the City and Developer. The DA will address certain impact fees resulting from the development of the Project relative to public safety, off-site improvements, guest parking, park land fees, setbacks, and distance between buildings.

2.6 Project Phasing

Development of the project site would occur under one permit in multiple phases. Land development – one phase and homebuilding – multiple phases.

2.7 Project Approvals

The City as Lead Agency for the proposed Project has discretionary authority over the proposed Project. In order to implement the Project, the applicant would need to obtain, at minimum, the following discretionary permits/approval:

- Planning Commission approval of the environmental determination, Planned Unit Development (PUD), Development Agreement (DA), and Tentative Tract Map (TTM). City Council approval will also be required for the project entitlements, DA and TTM.
- Building Permits
- Grading Permits
- Right-of-Way Permits

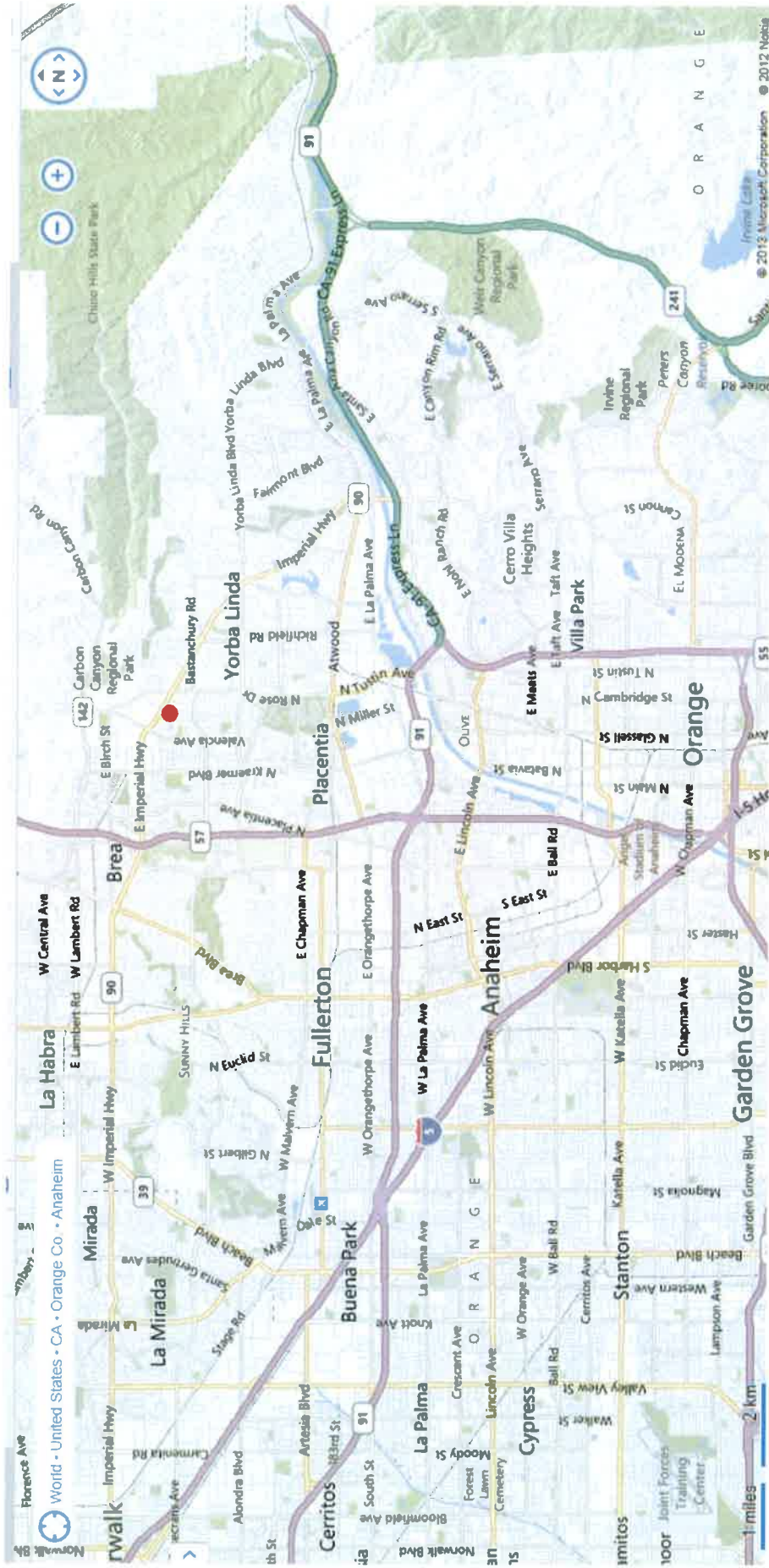


Exhibit 2-1
Regional Map

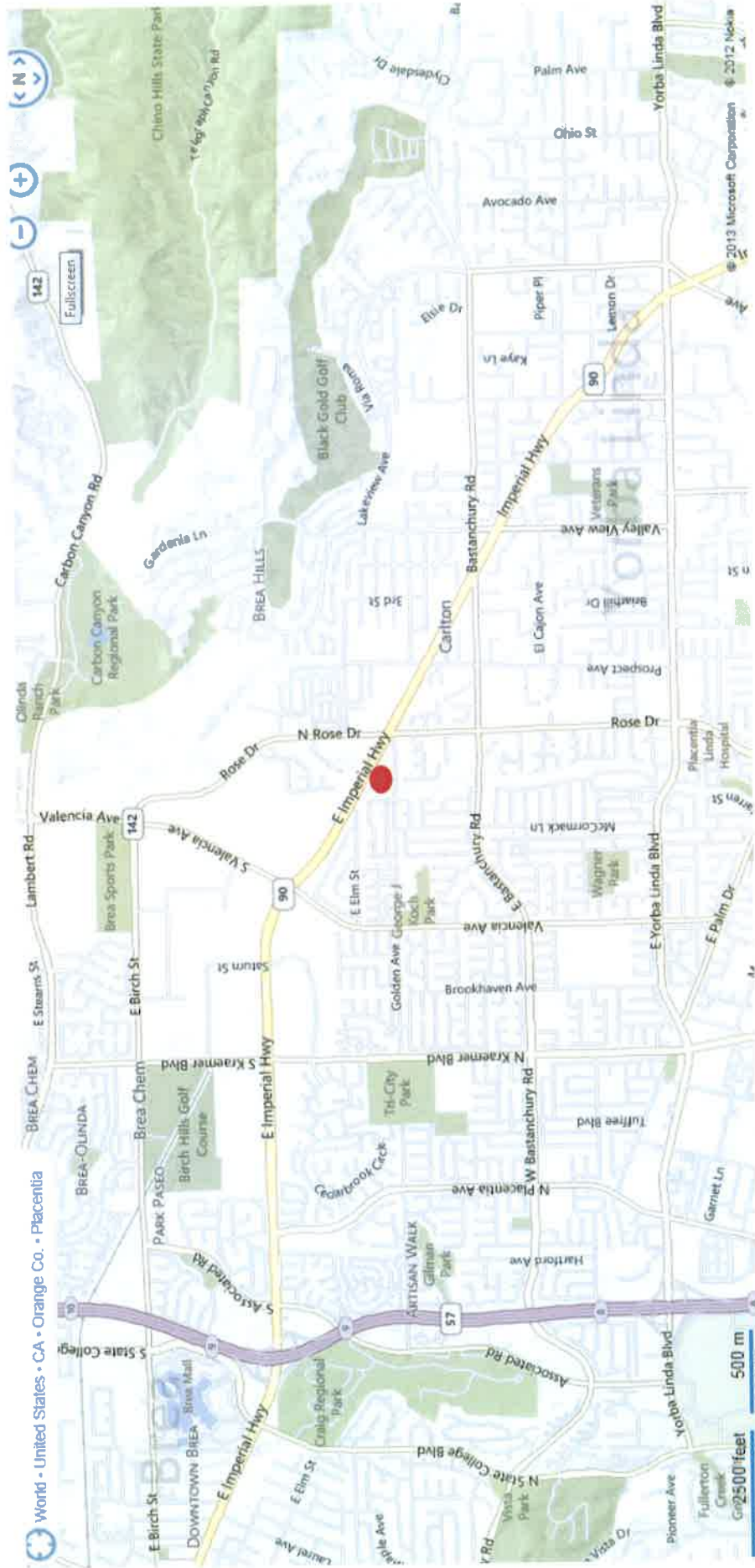


Exhibit 2-2
Vicinity Map

3.0 INITIAL STUDY/CHECKLIST

3.1 Background

1. **Project Title:** Olson Company 33-Unit Golden Avenue Housing Development – 1049 Golden Avenue
2. **Lead Agency Name and Address:**

City of Placentia
401 East Chapman Avenue
Placentia, CA 92870
3. **Contact Person(s) and Phone Number:**

Louis Morales, Project Manager/Planner
(714) 993-8124
(310) 350-0220
4. **Project Location:** The project site is located at 1049 Golden Avenue just west of the Imperial Highway and Rose Drive intersection.
5. **Project Applicant Name and Address:**

Olson Urban Housing, LLC
3010 Old Ranch Parkway, Suite 100
Seal Beach, CA 90740
6. **General Plan Designation:** High Density Residential
7. **Zoning:** R-3 Zone
8. **Description of Project:** The project applicant proposes to develop 33 for-sale homes (22 paired homes and 11 single-family detached homes) on a 2.68-acre site, which is currently developed with a single-family home approximately 2,000 square feet. The existing structure will be demolished to allow for the proposed development. The proposed project will have a full compliment of the required on-site parking.
9. **Surrounding Land Uses:**

North: Multi-family residential
East: Multi-family residential
South: Single-family residential
West: Commercial (Oil-well)
10. **Other public agencies whose approval is required (e.g., permits, financing approval or participation agreement)**

South Coast Air Quality Management District (SCAQMD), Orange County Fire Authority (OCFA), Yorba Linda Water District (YLWD).

3.2 Environmental Factors Potentially Affected

The environmental factors reviewed will not be potentially affected by this project as indicated by the checklist on the following pages

3.3 Evaluation of Environmental Impacts

This section analyzes the potential impacts associated with the proposed project. The issue areas evaluated in this Initial Study include:

Aesthetics	Land Use and Planning
Agriculture Resources	Mineral Resources
Air Quality	Noise
Biological Resources	Population and Housing
Cultural Resources	Public Services
Geology and Soils	Recreation
Green House Gas Emissions	Transportation/Traffic
Hazards and Hazardous Materials	Utilities and Service Systems
Hydrology and Water Quality	

The following Initial Study Checklist is recommended by the CEQA Guidelines and used by the City of Placentia in its environmental review process. For the preliminary environmental assessment undertaken as part of this Initial Study's preparation, a determination that there is a potential for significant effects indicates the need to more fully analyze the development's impacts and to identify mitigation measure as referenced.

For the evaluation of potential impacts, the questions in the initial Study Checklist are stated and to each question, there are four possible responses:

- **No Impact.** The development will not have any measurable environmental impact on the environment
- **Less Than Significant Impact.** The development will have the potential for impacting the environment, although this impact will be below established thresholds that are considered significant.
- **Less Than Significant Impact With Mitigation Incorporated.** The development will have the potential to generate impacts which may be considered as a significant effect on the environment, although mitigation

measures or changes to the development's physical or operational characteristics can reduce these impacts to levels that are less than significant.

- **Potentially Significant Impact.** The development will have impacts which are considered significant, and additional analysis is required to identify mitigation measures that could reduce these impacts to less than significant levels.

The findings of this Initial Study are summarized in the Table 1-1 provided below and on the following pages.

Table 1
Summary (Initial Study Checklist)

Environmental Issues Area Examined	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
Section 3.1 Aesthetic Impacts. Would the project:				
a) Have a substantial adverse affect on a scenic vista?				X
b) Substantially damage scenic resources, including but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?				X
c) Substantially degrades the existing visual character of the site and its surroundings?				X
d) Create a new source of substantial light or glare that would adversely affect day or nighttime views in the area?			X	

Section 3.1 Aesthetic Impacts. Would the project:

- a) *Have a substantial adverse affect on a scenic vista? **No Impact.***

The City is generally level and there are no scenic views. No protected views are present in the immediate area that could be affected by the Project. Thus, no impacts are anticipated in this regard.

- b) *Substantially damage scenic resources, including but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway? **No Impact.***

The Project Site is not located along a scenic highway and no scenic resources exist on-site. Thus, no impacts are anticipated in this regard.

- c) *Substantially degrade the existing visual character of the site and its surroundings? **No Impact.***

The Project Site is currently an underutilized parcel with a vacant single-family structure. Approval of the project will allow for the development of a new 33-unit housing development, which will enhance the streetscape on Golden Avenue. No impact is expected since the Project will upgrade the existing visual character or quality of the Site and its surroundings.

- d) *Create a new source of substantial light or glare that would adversely affect day or nighttime views in the area? **Less Than Significant Impact.***

Residential development as proposed is considered to be a light sensitive receptor. New lights will added to the Site as part of the Project; however, it is not anticipated that the amount of the light from the Site would affect views in the area. Nevertheless the City will impose conditions and restrictions that will prohibit any and all lights from illuminating other properties or the public right-of-way. Thus, any potential impacts are at a level that is less than significant.

Environmental Issues Area Examined	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
Section 3.2 Agriculture and Forestry Resources Impacts. <i>Would the project:</i>				
a) Convert Prime Farmland, Unique Farmland or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?				X
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?				X
c) Would the project conflict with existing zoning for or cause rezoning of, forest land (as defined in Public Resources Code §4526), or zoned timberland production (as defined by Government Code §51104(g))?				X
d) Would the project result in the loss of forest land or the conversion of forest land to a non-forest use?				X
e) Involve other changes in the existing environment that, due to their location or nature, may result in conversion of farmland to non-agricultural use?				X

Section 3.2 Agriculture and Forestry Resources Impacts. *Would the project:*

- a) *Convert Prime Farmland, Unique Farmland or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?*
No Impact.

The City of Placentia is an urbanized area that is mostly built out with only infill development potential. There are no agricultural lands within the City's boundaries. Furthermore, the City's General Plan does not include provisions for agricultural uses in the future. No agricultural activities are located within either the project site or on adjacent parcels. As a result, no impacts are anticipated

- b) *Conflict with existing zoning for agricultural use, or a Williamson Act contract?*
No Impact.

No agricultural activities are presently located within either the project site or on adjacent parcels. Additionally, the project site is not subject to a Williamson Act contract. As

result, no impacts on existing or future Williamson Act contract will result from the proposed project's implementation.

- c) *Would the project conflict with existing zoning for or cause rezoning of, forest land (as defined in Public Resources Code §4526), or zoned timberland production (as defined by Government Code §51104(g))?* **No Impact.**

Placentia is located within an urban area and no forest lands are located within the City. As a result, no impacts on forest land or timber resources will result from the development of the proposed project.

- d) *Would the project result in the loss of forest land or the conversion of forest land to a non-forest use?* **No Impact.**

The project site is located within an urban area. No forest lands are located within the City. There will be no loss or conversion of forest lands as a result of the proposed project. As a result, no significant adverse impacts are anticipated with the development of the proposed project.

- e) *Would the project involve other changes in the existing environment that, due to their location or nature, may result in conversion of farmland to non-agricultural use?* **No Impact.**

No agricultural activities or farmland uses are located within the project site. As previously noted the surrounding properties of the site are developed and no agricultural activities are located within the project site or surrounding area. The proposed project will not involve the conversion of any existing farmland area to urban uses and no significant adverse impacts are anticipated.

Environmental Issues Area Examined	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
Section 3.3 Air Quality Impacts. <i>Would the project:</i>				
a) Conflict with or obstruct implementation of the applicable air quality plan?				X
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?			X	
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is in non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions, which exceed quantitative thresholds for ozone precursors)?			X	
d) Expose sensitive receptors to substantial pollutant concentrations?			X	

Environmental Issues Area Examined	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
e) Create objectionable odors affecting a substantial number of people?				X

Section 3.3 Air Quality Impacts. *Would the project:*

- a) *Conflict with or obstruct implementation of the applicable air quality plan?* **No Impact.**

The proposed project, based on its size, is not considered by the South Coast Air Quality Management District (SCAQMD) to be regionally significant. As a result, the proposed project would not be in conflict with, or result in an obstruction of, the applicable SCAQMD standards relative to the Air Quality Management Plan (AQMP). The proposed project will not result in any significant adverse impacts related to the AQMP.

- b) *Violate any air quality standard or contribute substantially to an existing or projected air quality violation?* **Less than Significant Impact.**

The proposed project once occupied the long-term emissions will be below thresholds considered to by SCAQMD to be significant. However during the construction phase of the proposed project certain items relative to dust control, construction traffic and deliveries, proper construction vehicle maintenance, and minimizing construction vehicle idling to meet SCAQMD District Rule 403 would be followed to further reduce any potential impact to the level that is less than significant.

- c) *Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is in non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions, which exceed quantitative thresholds for ozone precursors)?* **Less than Significant Impact.**

As previously indicated, the long-term emissions from the proposed project will result in daily emissions that will not exceed the SCAQMD's thresholds. As a result, and potential cumulative air quality impacts are considered to be less than significant

- d) *Expose sensitive receptors to substantial pollutant concentrations?* **Less than Significant Impact.**

Sensitive receptors refer to land uses and/or activities that are especially sensitive to poor air quality and typically include homes, schools, playgrounds, hospitals, convalescent homes, and other facilities where children or the elderly may congregate. The residential uses as proposed are considered to be sensitive receptors. The construction of 33 units will not result in any toxic emissions. As a result, the potential impacts on sensitive receptors are considered to be less than significant.

- e) *Create objectionable odors affecting a substantial number of people?* **No Impact.**

SCAQMD has identified those land uses that are typically associated with odor complaints. These uses include activities involving livestock, food processing plants, chemical plants, refineries, landfills, and businesses involved in fiberglass molding. Residential dwelling units do not typically create objectionable odors; as such no impact is anticipated.

Environmental Issues Area Examined	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
Section 3.4 Biological Resources Impacts. <i>Would the project have a substantial adverse effect:</i>				
a) Either directly or through habitat modifications, on any species identified as a candidate, sensitive or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U. S. Fish and Wildlife Service?				X
b) On any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?				X
c) On federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				X
d) In interfering substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory life corridors, or impede the use of native wildlife nursery sites?				X
e) In conflicting with any local policies or ordinances, protecting biological resources, such as a tree preservation policy or ordinance?				X
f) By conflicting with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?				X

Section 3.4 Biological Resources Impacts. *Would the project have a substantial adverse effect:*

- a)** *Either directly or through habitat modifications, on any species identified as a candidate, sensitive or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service? **No Impact.***

As indicated in previous sections, the City of Placentia is located in an urbanized area. No native remains in the vicinity of the project site due to the areas past development. The plants located on the project site are limited to grasses and overgrown ruderal vegetation. There are various species of trees that are located on the project site and the

landscaping is in poor condition. There are no sensitive or unique biological resources located within the adjacent properties. As a result no impacts on any candidate, sensitive, or special species will result from the proposed project.

- b) *On any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service? **No Impact.***

There are no native or riparian plant habitats found within the project site or in the adjacent properties. The plants located on the project site are limited to grasses and ruderal vegetation. No “blue-line” streams are located within the project site. The nearest designated “blue-line” stream is the Prado Flood Control Basin Wash, which is located approximately 250 feet west of the Project site. As a result, no significant adverse impacts on natural or riparian habitats will result from the development of the proposed project.

- c) *On federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means? **No Impact.***

The project site and the adjacent properties do not contain any natural wetland habitat. No “blue-line” streams are located within the project site. The nearest designated “blue-line” stream is the Prado Flood Control Basin Wash, which is located approximately 250 feet west of the project site. As a result, the proposed project will not impact any protected wetland area or designated “blue-line” stream.

- d) *In interfering substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory life corridors, or impede the use of native wildlife nursery sites? **No Impact.***

The project site is currently underdeveloped and the plants located on-site are limited to ruderal vegetation. As previously indicated, the adjacent properties are developed and do not contain any natural or native vegetation. The trees located on-site are low level trees and palm trees that would not be ideal to provide resting areas for migratory birds. No natural open space areas are located on-site or in the surrounding area that would potentially serve as an animal migration corridor. As a result, no significant adverse impacts are anticipated.

- e) *In conflicting with any local policies or ordinances, protecting biological resources, such as a tree preservation policy or ordinance? **No Impact.***

The project site and adjacent properties do not contain any protected habitat. There are limited trees on-site and the plants located on the project site are limited to ruderal vegetation. The proposed project is not in conflict with any local policies or ordinances protecting biological resources so no significant adverse impacts are anticipated.

- f) *By conflicting with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan? **No Impact.***

As previously indicated, the project site is located within an urban setting and no natural habitats are found with the adjacent areas. The project site is not located within an area governed by a habitat conservation or community conservation plan. As a result, no adverse impacts on local, regional or state habitat conservation plans will result from the proposed project.

Environmental Issues Area Examined	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
Section 3.5 Cultural Resources Impacts. Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5 of the CEQA Guidelines?				X
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5 of the CEQA Guidelines?				X
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?				X
d) Disturb any human remains, including those interred outside of formal cemeteries?				X

Section 3.5 Cultural Resources Impacts. Would the project:

- a) Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5 of the CEQA Guidelines? **No Impact.**

Placentia's history began in 1837 and the City of Placentia incorporated in 1926. The City of Placentia has many historic structures that serve as a reminder of the City's unique history and has identified many structures as having historical significance. The project site does not have any historical structures on-site. As a result, the proposed project's implementation will not result in any significant adverse impacts on historic resources.

- b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5 of the CEQA Guidelines? **No Impact.**

The City of Placentia is a built-out community and the majority of the development sites in the City were previously disturbed and no archaeological resources were reported during previous grading and excavation activities in the area. Archaeological and/or paleontological resources are not typically encountered within the City of Placentia and there are no known archaeological or paleontological resources on the site. Nevertheless, should any be discovered on the site, the applicant is required to comply with the provisions set forth Section 15064.5 of Title 14 Chapter 3 of the California Code of Regulations (CEQA Guidelines)

- c) *Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?* **No Impact.**

The potential for paleontological resources in the area is considered low due to the amount of disturbance associated with the previous development of the surrounding area. Nevertheless, should any be discovered on the site, the applicant is required to comply with the provisions set forth Section 15064.5 of Title 14 Chapter 3 of the California Code of Regulations (CEQA Guidelines).

- d) *Disturb any human remains, including those interred outside of formal cemeteries?* **No Impact.**

The project site is developed with an existing structure. Due to the level of past disturbances associated with and development in the area, it is not anticipated that human remains exist within the project site. In the event human remains are encountered during earth removal or disturbance activities, all activities would cease immediately and the applicant shall be required to comply with the provisions set forth Section 15064.5 of Title 14 Chapter 3 of the California Code of Regulations (CEQA Guidelines) and a qualified archaeologist and Native American monitor would be immediately contacted.

Environmental Issues Area Examined	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
Section 3.6 Geology Impacts. <i>Would the project result in or expose people to potential impacts involving:</i>				
a) The exposure of people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving rupture of a known earthquake fault (as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault), ground shaking, liquefaction, or landslides?			X	
b) Substantial soil erosion or the loss of topsoil?				X
c) Location on a geologic unit or a soil that is unstable, or that would become unstable as a result of the project, and potentially result in on or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?				X
d) Location on expansive soil, as defined in California Building Code (2010), creating substantial risks to life or property?			X	
e) Soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?				X

Section 3.6 Geology Impacts. *Would the project result in or expose people to potential impacts involving:*

- a) *The exposure of people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving rupture of a known earthquake fault (as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault), ground –shaking, liquefaction, or landslides?* **Less than Significant Impact.**

Active faults, structural zones and historically destructive earthquakes characterize this area of Southern California. Six faults are located within close proximity to the City of Placentia. These include the Norwalk, Newport-Inglewood, Palos Verdes, San Gabriel, Sierra Madre, and Whittier-Elsinore faults. The San Andreas and San Jacinto faults are located further away from Placentia, but have the potential to deliver higher magnitude earthquakes. The closest fault to the City of Placentia is the Whittier-Elsinore fault, which is approximately 1,000 feet north of Placentia. The project will continue to be exposed to potential ground shaking in the event of an earthquake. The degree of ground shaking is dependent on the location of the earthquake epicenter. For the project site, the degree of impact will not be significantly different from that anticipated for the surrounding areas. The proposed project construction will be subject to the current Uniform Building Code (UBC) adopted by the City of Placentia, which provide for certain seismic standards. As a result the proposed impacts are considered to be less than significant.

- b) *Substantial soil erosion or the loss of topsoil?* **No Impact.**

The development of the project site will entail the grading and compaction of the soils to sustain the proposed improvements on the project site and will involve the covering of the project site with impervious materials. As a result, the potential soil erosion impacts associated with proposed development are considered to be less than significant. Moreover, construction activities are required to incorporate Best Management Practices (BMP's) to prevent soil erosion during construction. Given the character of the site and the improvements to the surrounding properties, no impacts related to expansive soils are anticipated.

- c) *Location on a geologic unit or a soil that is unstable, or that would become unstable as a result of the project, and potentially result in on or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?* **No Impact.**

The project site is relatively level terrain and is similar to the surrounding properties in the area that currently support development. Prior to the issuance of building permits, the applicant is required to submit a soil and geological report. Said report shall demonstrate how the project will mitigate any soil stability issue, including lateral spreading, subsidence, liquefaction, and expansive soils. As a result, no impacts due to potential unstable soils are anticipated.

- d) *Location on expansive soil, as defined in California Building Code (2010), creating substantial risks to life or property?* **Less than Significant Impact.**

Placentia, like most of Orange County, has granular sandy soil with high water content. These soils however do not represent a constraint to development of the project site, as evidenced by existing development found within the immediate and surrounding area. As a result, no expansive soils impacts are anticipated. See explanation on item c above.

- e) *Soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?* **No Impact.**

Septic tanks will not be used as part of the proposed project. The proposed project will be required to connect with the current sanitary sewer system. As a result, no impacts associated with the use of septic tanks will occur as part of the proposed project's implementation.

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Environmental Issues Area Examined	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
Section 3.7 Greenhouse Gas Emissions Impacts. <i>Would the project</i>				
a) Result in the generation of greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?			X	
b) Increase the potential for conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing emissions of greenhouse gasses?			X	

Section 3.7 Greenhouse Gas Emissions Impacts. *Would the project:*

- a) *Result in the generation of greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?* **Less than Significant Impact.**

As previously indicated, the future emissions generated by the proposed project are less than SCAQMD thresholds. As a result, the impacts related to additional greenhouse gas emissions will be less than significant.

- b) *Increase the potential for conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing emissions of greenhouse gasses?* **Less than Significant Impact.**

The proposed project will be required to incorporate a number of several design features that are consistent with the California Office of the Attorney General's recommended measures. The new on-site improvements will incorporate sustainable practices that include water, energy, and solid waste efficiency measures. AB 32 requires the reduction of GHG emissions to 1990 levels, which would require a minimum 28% reduction in "business as usual" GHG emissions for the entire State. The proposed project will be required to reduce its GHG emissions, therefore the potential GHG impacts are considered to be less than significant.

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Environmental Issues Area Examined	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
Section 3.8 Hazards and Hazardous Materials Impacts. <i>Would the project:</i>				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?				X
b) Create a significant hazard to the public or the environment or result in reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?				X
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?				X
d) Be located on a site, which is included on a list of hazardous material sites compiled pursuant to Government Code Section 65962.5, and as a result, would it create a significant hazard to the public or the environment?				X
e) Be located within an airport land use plan, or where such a plan has not been adopted, within two miles of a public airport or a public use airport, would the project result in a safety hazard for people residing or working in the project area?				X
f) Within the vicinity of a private airstrip, result in a safety hazard for people residing or working in the project area?				X
g) Impair implementation of, or physically interfere with, an adopted emergency response plan or emergency response plan or emergency evacuation plan?			X	
h) Expose people or structures to a significant risk of loss, injury, or death involving wild lands fire, including where wild lands are adjacent to urbanized areas or where residences are intermixed with wild lands?				X

Section 3.8 Hazards and Hazardous Materials Impacts. *Would the project:*

(a through c) No Impact.

The proposed project entails the development of medium density residential. Hazardous chemicals that are generally used on-site once the project is complete and units are occupied will be limited to common household chemicals that are generally used in maintenance and cleaning. Approval of the proposed project will allow the construction of 33 residential dwelling units on the subject site. Use, transportation, storage, and/or emission of hazardous material are not associated with the construction or occupancy of residential dwelling units. As such, no impacts are anticipated.

- d) *Be located on a site, which is included on a list of hazardous material sites compiled pursuant to Government Code Section 65962.5, and as a result, would it create a significant hazard to the public or the environment? **No Impact.***

The proposed site is not included on a hazardous sites list pursuant to California Code Section 65962.5. No Cortese sites are found in the City. As a result, no impacts will occur with respect to locating the proposed project on a site on a hazardous list pursuant to the government code.

- e) *Be located within an airport land use plan, or where such a plan has not been adopted, within two miles of a public airport or a public use airport, would the project result in a safety hazard for people residing or working in the project area? **No Impact.***

The project site is not located within 2 miles of a public airport and is not within the any airport accident protection zone. Development of the project site will not present a safety hazard to aircraft and/or airport operations at a public use airport. As a result, no significant adverse impacts are anticipated.

- f) *Within the vicinity of a private airstrip, result in a safety hazard for people residing or working in the project area? **No Impact.***

The project site is not located within 2 miles of a private airstrip. As a result, the proposed project will present a safety hazard related to aircraft and/or airport operations at a private use airstrip.

- g) *Impair implementation of, or physically interfere with, an adopted emergency response plan or emergency response plan or emergency evacuation plan? **Less than Significant Impact.***

The streets at and around the project site will not be closed to through traffic at any time during the construction phase. The project will be required to submit a staging plan for approval by the Public Works Department. Construction hours will be complied with pursuant to the Placentia Municipal Code. All construction activities and staging areas will be located on-site. As a result, no significant adverse impacts are anticipated with the proposed project's development.

- h) *Expose people or structures to a significant risk of loss, injury, or death involving wild lands fire, including where wild lands are adjacent to urbanized areas or where residences are intermixed with wild lands? **No Impact.***

The entire City of Placentia is urbanized and the majority of the parcels are developed. There are no areas of native vegetation found within the project site or in the surrounding properties that could provide a fuel source for a wildfire. As a result, there are impacts associated with potential wildfires from off-site locations

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Environmental Issues Area Examined	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
Section 3.9 Hydrology and Water Quality Impacts. <i>Would the project:</i>				
a) Violate any water quality standards or waste discharge requirements?				X
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge in such a way that would cause a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?				X
c) Substantially alter the existing drainage pattern of the site or area, including the alteration of the course of a stream or river, in a manner, which would result in substantial erosion or siltation on or off-site?				X
d) Substantially alter the existing drainage pattern of the site or area, including the alteration of the course of a stream or river, in a manner that would result in flooding on-or off-site?				X
e) Create or contribute runoff water, which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff?				X
f) Substantially degrade water quality?				X
g) Place housing within a 100-year flood hazard area as mapped on a Federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?				X
h) Place within a 100-year flood hazard area, structures that would impede or redirect flood flows?				X
i) Expose people or structures to a significant risk of flooding because of dam or levee failure?				X
j) Result in inundation by seiche, tsunami, or mudflow?				X

Section 3.9 Hydrology and Water Quality Impacts. *Would the project:*

a through f) No Impact.

No industrial waste water discharges are anticipated as part of the occupancy of the proposed project, certain improvements will be installed that will affect the amount of potential storm runoff. The proposed project will be subject to the requirements of the National Pollution Discharge Elimination System (NPDES) and the Standard Urban Storm Water Mitigation Plan. In addition, the proposed project's contractors will be

required to prepare a Storm Water Pollution Plan (SWPPP). As such no impacts are anticipated.

- g) *Place housing within a 100-year flood hazard area as mapped on a Federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map? **No Impact.***

The City of Placentia is located within the 500-year flood zone. The last recorded flood damage in the City occurred in 1995. Flood abatement measures to reduce the likelihood of flooding have been implemented by the Orange County Flood Control District. The 100-year flood in Placentia is contained within the Carbon Creek, Carbon Creek Channel, Attwood Channel and Tri City Lake. These areas are located in the southern and southeast portion of Placentia. The project site is not located within the 100-year flood hazard area. As a result, no housing will be placed within the designated flood zone. Therefore, no impacts related to flood flows are associated with the proposed project.

- h) *Place within a 100-year flood hazard area, structures that would impede or redirect flood flows? **No Impact.***

As indicated earlier the project site is not located within the 100-year flood area. As a result the project will not impede or redirect the flows of potential floodwater. Therefore, no flood-related impacts are anticipated as a result of the proposed project.

- i) *Expose people or structures to a significant risk of flooding because of dam or levee failure? **No Impact.***

The City of Placentia is located within the dam inundation area of Carbon Canyon Dam and Prado Dam. The flood channels have been designed to meet or exceed the discharge capacity. There are no concerns with a potential for levee break. As a result, no impact is anticipated.

- j) *Result in inundation by seiche, tsunami, or mudflow? **No Impact.***

The City is located inland from the Pacific Ocean and the likelihood of the project area and City being exposed to the effects of a tsunami is minimal. In addition, the City of Placentia is relatively flat. As such, impacts from seiche, tsunami, or mudflow are not anticipated.

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Environmental Issues Area Examined	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
Section 3.10 Land Use and Planning Impacts. <i>Would the project:</i>				
a) Physically divide an established community, or otherwise result in an incompatible land use?				X
b) Conflict with an applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to, a general plan, proposed project, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?				X
c) Conflict with any applicable habitat conservation or natural community conservation plan?				X

Section 3.10 Land Use and Planning Impacts. *Would the project:*

- a) *Physically divide an established community, or otherwise result in an incompatible land use? **No Impact.***

The project site is self contained and one continuous parcel and is located in a predominately residential area consisting of High Density Residential to the north and east and a mix of Low Density Residential to the south and west. The existing residential neighborhood in the immediate area will not be altered or impacted as a result of the proposed project. The proposed development of 33 units will not result in the division of an existing neighborhood. As a result, no impacts will result from the development of the proposed project.

- b) *Conflict with an applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to, a general plan, proposed project, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect? **No Impact.***

The proposed project will consistent with general plan land use designation. The Planned Unit Development application, which is intended to allow a more flexible method whereby appropriately located land areas can be developed employing more innovative and imaginative land planning concepts. As a result, the development of the proposed project will be consistent based on its use with the General Plan and Zone and no impacts are anticipated.

- c) *Conflict with any applicable habitat conservation or natural community conservation plan? **No Impact.***

The City of Placentia is an urbanized area that is fully developed with only a few sites for infill development available. No natural open space areas are located within the project

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site and surrounding area. In addition, no adjacent properties are subject to habitat conservation plans. As a result, the proposed project will not result in any impact on a habitat conservation plan or natural community conservation plan.

Environmental Issues Area Examined	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
Section 3.11 Mineral Resources Impacts. <i>Would the project:</i>				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				X
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, proposed project, or other land use plan?				X

Section 3.11 Mineral Resources Impacts. *Would the project:*

a and b) No Impact.

The subject site is improved with a vacant single-family structure, with no known mineral resources on the site. Accordingly, approval of the project will not result in the loss of any mineral resources with local, regional, or State-wide importance.

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Environmental Issues Area Examined	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
Section 3.12 Noise Impacts. <i>Would the project result in:</i>				
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?			X	
b) Exposure of people to or generation of excessive ground-borne noise levels?			X	
c) Substantial permanent increase in ambient noise levels in the project vicinity above noise levels existing without the project?				X
d) Substantial temporary or periodic increases in ambient noise levels in the project vicinity above levels existing without the project?			X	
e) For a project located with an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?				X
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?				X

Section 3.12 Noise Impacts. *Would the project result in:*

- a) *Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?*
Less than significant impact.

The current noise within the project site is dominated by traffic emanating from Golden Avenue and Rose Drive. The proposed project's development of residential will require certain insulation and design measures to reduce ambient noise levels to an acceptable level or Community Noise Level ("CNEL"). As a result, the proposed project will not result in significant adverse noise impacts.

- b) *Exposure of people to or generation of excessive ground-borne noise levels?* **Less than significant impact.**

The proposed project's development of residential will require certain insulation and design measures to reduce ambient noise levels to an acceptable level or Community Noise Level ("CNEL"). The additional vehicle trips generated by the development of 33 units on a daily basis will be distributed through the City. The cumulative traffic will not be great enough to result in increased traffic noise. As a result, the proposed project will not result in any significant adverse impacts.

- c) *Substantial permanent increase in ambient noise levels in the project vicinity above noise levels existing without the project? **No impact.***

The proposed project will consist of residential uses and the activities associated with such uses will not generate significant increases in the ambient noise levels. Traffic noise generated by the proposed project will not result in measurable or discernable increase in the ambient noise levels. As a result, the potential impact associated with the proposed project's development will be less than significant to non-existent.

- d) *Substantial temporary or periodic increases in ambient noise levels in the project vicinity above levels existing without the project? **Less than significant impact.***

Project construction noise would be intermittent and the intensity of the construction noise would vary. The degree of construction noise will also vary for the different areas of the project site depending on the construction activities. BMP's will be followed to insure that the project contractor adheres to the noise control ordinance of the City of Placentia and follows the construction hours as permitted. The impacts will be less than significant.

- e) *For a project located with an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels? **No Impact.***

The proposed project site is not located within 2 miles of a public airport. As a result, no impacts related to the exposure of persons to aircraft noise from a public use airport are anticipated.

- f) *For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels? **No Impact.***

The proposed project site is not located within 2 miles of a public airport. As a result, no impacts related to the exposure of persons to aircraft noise from a private airstrip are anticipated.

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Environmental Issues Area Examined	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
Section 3.13 Population and Housing Impacts. <i>Would the project:</i>				
a) Induce substantial growth in an area either directly or indirectly (e.g., through projects in an undeveloped area or extension of major infrastructure)?			X	
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?				X
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?				X

Section 3.13 Population and Housing Impacts. *Would the project:*

- a) *Induce substantial growth in an area either directly or indirectly (e.g., through projects in an undeveloped area or extension of major infrastructure)?* **Less than significant impact.**

Based on the 33 units proposed assuming the following occupancy or

3-bdrm units, 4 people, 18 units x 4 = 72 people

4-bdrm units, 5 people, 15 units x 5 = 75 people

The potential increase in population could be 147 people.

Growth-inducing impacts are generally associated with the provision of urban services to an undeveloped or rural area, such as utilities improved roadways, and expanded public services. The utility connections and other infrastructure will continue to serve the project site only through some upgrades will be required. As a result, no significant adverse impacts are anticipated.

- b) *Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?* **No Impacts.**

The project site is currently developed with one single-family unit that is vacant. The existing housing unit will be replaced by 33 new housing units. There will be a net increase of 32 units added to the existing housing stock in the City. As a result, no significant adverse impacts related to housing displacement will result from the development of the proposed project

- c) *Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?* **No Impacts.**

As previously stated the one unit will be demolished and there will be a net increase of 32 units on the project site. The project itself will not result in the need to construct replacement housing elsewhere as it will replace the existing unit located on site and

provide an addition 32 units. As a result, no significant impacts are anticipated resulting from the development of the proposed project.

Environmental Issues Area Examined	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
Section 3.14 Public Services Impacts. <i>Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, the construction of which would cause significant environmental impacts in order to maintain acceptable service ratios, response times or other performance objectives in any of the following areas:</i>				
a) Fire protection services?				X
b) Police protection services?				X
c) School services?				X
d) Other governmental services?			X	

Section 3.14 Public Services Impacts. *Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, the construction of which would cause significant environmental impacts in order to maintain acceptable service ratios, response times or other performance objectives in any of the following areas:*

a) Fire protection services? *No impact.*

The Orange County Fire Authority ("OCFA") provide services fire protection services to the City of Placentia under a joint powers agreement to provide fire protection suppression and emergency services to 22 jurisdictions within Orange County. The OCFA operate 2 fire stations in Placentia, Fire Station No. 34 located at 1530 N. Valencia and Fire Station No. 35, located at 110 S. Bradford.

The OCFA is responsible for reviewing all new development plans, which has reviewed the project and determined that the existing fire services have sufficient capacity to accommodate the proposed project. However since the proposed development of an addition 33 residential units may potentially result in an incremental increase in the demand for emergency services. A development agreement between the City and the project developer will be considered to address any cost associated with any impacts resulting from the proposed project. As a result no impacts are anticipated.

b) Police protection services? *No impact.*

The City of Placentia operates its own police department and is located at the City Hall Complex. The ability to quickly and effectively respond to emergency situations is a primary objective of the Police Department.

The Police Department will be responsible to review all security plans in connection with the proposed project and has determined that the existing police services have sufficient capacity to accommodate the proposed project. The proposed development of an addition 33 residential units may potentially result in an incremental increase in the demand for emergency services. A development agreement between the City and the project developer will be considered to address any cost associated with any impacts resulting from the proposed project including cost recovery. As a result no impact is anticipated.

c) School services? *No Impacts.*

Public educational services are provided by the Placentia-Yorba Linda Unified School District. For analysis purposes the total of 33 units may have school age children. Assuming 2 school aged children occupying each of the 33 units, the potential student population would be 66. The school enrollment impacts will be off-set by school fees that will be paid by the project developer. As a result, no significant impacts on school are anticipated.

d) Other governmental services? *Less than significant impact.*

The addition of the 33 units may translate into incremental increase in the demand for other governmental service. Any impact may be partially off-set by the increase in taxes, increase in the assessed valuation of the proposed project, and payment of any requisite fees associated with the proposed project. As a result, the potential impacts associated with the proposed project are considered to be less than significant.

Environmental Issues Area Examined	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
Section 3.15 Recreation Impacts. <i>Would the project:</i>				
a) Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?			X	
b) Affect existing recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment?				X

Section 3.15 Recreation Impacts. *Would the project:*

- a) *Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?* ***Less than significant impact.***

The City of Placentia operates 16 park sites. In addition, City's school acreage is credited to the City's open space. The potential population of 154 people resulting from the development of the proposed project will lead to an incremental increase in the demand on existing recreation services. The proposed project will provide recreational

open space within the project site to offset some of the required parkland resulting from the project and will be required to pay a parkland impact fee to further reduce any impacts as part of a proposed Development Agreement. As a result, the impacts on existing neighborhood and regional parks will be less than significant.

- b) *Affect existing recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment?* **No Impact.**

The potential population of 154 people resulting from the development of the proposed project will lead to an incremental increase in the demand on existing recreation services. The proposed project however will be providing open space on-site and will be required to pay any parkland impact fees associated with the project. As a result, the development of the proposed project will not result in any significant adverse impacts related to the need for new or expanded facilities.

Environmental Issues Area Examined	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
Section 3.16 Transportation Impacts. Would the project:				
a) Cause a conflict with an applicable plan, ordinance, or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to, intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit)?				X
b) Exceed, either individually or cumulatively, a level of service standard established by the County congestion management agency for designated roads or highways?				X
c) A change in air traffic patterns, including either an increase in traffic levels or a change in the location that results in substantial safety risks?				X
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)				X
e) Result in inadequate parking capacity?				X
f) Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)?				X

Section 3.16 Transportation Impacts. Would the project:

- a) *Cause a conflict with an applicable plan, ordinance, or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant*

components of the circulation system, including but not limited to, intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit)? **No impact.**

The proposed project calls for the development of 33 units. There are many different type of methods to estimate traffic and the most commonly used variable for the residential development is the number of occupied dwelling units. The Institute of Transportation Engineers ("ITE") traffic generation factors from the 8th Edition indicates that Generation rates for residential development is 6.65 trips/unit or 220 trips/day. As indicated in previous sections, the City is obligated under state law, to fulfill the RHNA requirements that have been assigned to the City.

The proposed project will potentially result in an incremental increase in traffic. The trips will be distributed throughout the City and the level of service of individual intersections will not be significantly affected. The general plan density for the site is 25 units to the acre which provides for the development of up to 65 units. The project is being developed at 12.3 units to the acre. The traffic generated will be less that was contemplated when the general plan was adopted. As a result, there are no impacts anticipated.

- b) *Exceed, either individually or cumulatively, a level of service standard established by the County congestion management agency for designated roads or highways?* **No impact.**

The Institute of Transportation Engineers ("ITE") traffic generation factors from the 8th Edition indicates that Generation rates for residential development is 6.65 trips/unit or 220 trips/day. The proposed project will not result in any significant adverse impacts at a regional CMP facility. The proposed project will provide the required parking per unit and will provide guest parking that will exceed the industry standard rate of .5 spaces per unit. There will be no impacts resulting in the spill over of parking as the project provides all the necessary parking on-site for the project so any potential impacts will be reduced to a level that are less than significant.

- c) *A change in air traffic patterns, including either an increase in traffic levels or a change in the location that results in substantial safety risks?* **No Impacts.**

The proposed project will not result in air traffic patterns. As a result, no significant adverse impacts will result from the development of the proposed project.

- d) *Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)* **No Impacts.**

The proposed project will not involve in any significant alterations to the existing roadway configurations. As a result, no impacts on the design or operation of existing right-of-way facilities will occur.

- e) *Result in inadequate emergency access?* **No Impacts.**

Existing roadways will not be closed to traffic during construction. Emergency access will be provided along Golden Avenue. The Fire Authority has reviewed the access point(s) and has determined that there will be no impact. In addition, the contractor will be

required to submit a staging plan for the proposed construction as part of the building plan check review process for approval by Public Works. The plan must identify utilities, trash container locations, and must identify construction vehicle ingress and egress. All the construction activities will be located on-site. As a result, the proposed project will not result in any significant adverse impacts.

- f) *Conflict with adopted policies, plans, or programs regarding public Transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?*
No Impacts.

There are bus stops located in the general vicinity of the project site. Any and all existing bus stops will not be removed as part of the proposed project. The proposed project will be required to remove and replace broken, damaged, or deteriorated sidewalks. The project developer will be required to construct a sidewalk along Golden Avenue and will be required to provide for street dedication for street widening along Golden Avenue. As a result, the development of the proposed project will not result in any significant adverse impacts.

City of Placentia

Initial Study / Checklist – Olson Company 33-Unit Housing Development

Environmental Issues Area Examined	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
Section 3.17 Utilities Impacts. <i>Would the project:</i>				
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?				X
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental impacts?				X
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				X
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?				X
e) Result in a determination by the wastewater treatment provider that serves or may serve the project that it has inadequate capacity to serve the project's projected demand in addition to the provider's existing commitments?				X
f) Be served by a landfill with insufficient permitted capacity to accommodate the project's solid waste disposal needs?				X
g) Comply with federal, state, and local statutes and regulations related to solid waste?				X
h) Result in a need for new systems, or substantial alterations in power or natural gas facilities?				X
i) Result in a need for new systems, or substantial alterations in communication systems?				X

Section 3.17 Utilities Impacts. *Would the project:*

a through i) *No Impacts.*

The proposed project is within a fully developed urban community. All water, sewer, storm water, and solid waste services are provided directly or through contract by the City of Placentia. The existing systems are in place and have sufficient capacity to accommodate the proposed 33 unit development.

City of Placentia

Initial Study / Checklist – Olson Company 33-Unit Housing Development

Environmental Issues Area Examined	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
Section 3.18 Mandatory Findings of Significance. <i>The approval and subsequent implementation of the proposed project:</i>				
a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory.				X
b) Does the project have impacts that are individually limited but cumulatively considerable? "Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects?				X
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?				X

Section 3.18 Mandatory Findings of Significance (responses).

- a) The City of Placentia is an urbanized area that is mostly built out with only infill development potential. There are no known species identified as a candidate, sensitive, or special status species. Additionally, there are no known wetlands, as defined by Section 404 of the Clean Water Act, within the City. As such, the proposed project will not degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or eliminate important examples of the major periods of California history or pre-history. Thus, approval and subsequent implementation of the proposed project **will not** have the potential to degrade the quality of the environment, with the implementation of the recommended standard conditions included herein.

b and c)

Based on the analysis contained within this initial study, the proposed project is not anticipated to create a significant impact. When considered with past, current, and other proposed projects in the City, it is unlikely that the project will contribute towards any cumulative impact. Therefore, the project will not cause a substantial adverse effect on human beings, either directly or indirectly. The approval and subsequent implementation of the proposed project **will not** have the potential to achieve short-term goals to the

disadvantage of long-term environmental goals, with the implementation of the recommended standard conditions and measures referenced herein.

The Initial Study/Checklist indicated there is no evidence that the proposed project will have an adverse effect on wildlife resources or habitat upon which any wildlife depends.

On the basis of this initial evaluation:

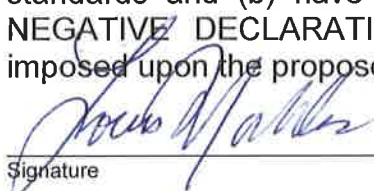
X I find that the proposed project COULD NOT have a significant effect on the environment and a NEGATIVE DECLARATION will prepared

_____ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in the case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

_____ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

_____ I find that the proposed project MAY have a “potentially significant impact” or “potentially significant unless mitigated” impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on the attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

_____ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required


Signature

Louis Morales
Printed Name

February, 2013
Date

City of Placentia
For



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: CITY ADMINISTRATOR
FROM: ASSISTANT CITY ADMINISTRATOR
DATE: MAY 7, 2013

SUBJECT: **CONDUCT SECOND READING BY TITLE ONLY AND ADOPT ORDINANCE AMENDING TITLE 23 (ZONING ORDINANCE) OF THE PLACENTIA MUNICIPAL CODE PERTAINING TO EMERGENCY SHELTERS, SUPPORTIVE AND TRANSITIONAL HOUSING FACILITIES, SINGLE ROOM OCCUPANCIES AND PROVISIONS FOR REASONABLE ACCOMMODATIONS FOR PERSONS WITH DISABILITIES, INCLUDING STANDARDS AND PROCEDURES THEREFORE**

FISCAL
IMPACT: NONE

SUMMARY:

On April 16, 2013 the City Council introduced and held a First Reading of Ordinance O-2012-03 which amends the Zoning Code related to various programs required by the City's adopted Housing Element. This action will conduct a Second Reading and, if approved, adopt the proposed Ordinance.

RECOMMENDATION:

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

1. Conduct Second Reading by Title Only and Adopt Ordinance O-2013-03, an Ordinance of the City Council of the City of Placentia, California, Amending Title 23 (Zoning Ordinance) of the Placentia Municipal Code pertaining to emergency shelters, supportive and transitional housing facilities, single room occupancies and provisions for reasonable accommodations for persons with disabilities, including standards and procedures therefore.

DISCUSSION:

As discussed at the First Reading held on April 16, 2013, the California State Legislature identified the attainment of a decent home and suitable living environment for every Californian as the State's main housing goal. Recognizing the important part that local planning programs play in pursuit of this goal, the Legislature also mandated that all cities and counties prepare a Housing Element as part of their comprehensive General Plans (California Government Code § 65302(c)).

The City's Housing Element was approved by the City Council on February 16, 2010 and covers the planning period from January 2006 to July 2014. State planning law mandates that jurisdictions within the Southern California Association of Governments (SCAG) region update and adopt the 2014-2021 Housing Element by October 2013. During the review of the current

3.a.

May 7, 2013

Housing Element it was determined that several programs were not implemented as required and, therefore, City Staff is initiating the process to implement those programs.

The Ordinance up for adoption amends Title 23 of the Placentia Municipal Code adding the following State required programs into the City's Zoning Code: Reasonable Accommodation; Emergency Shelters, Transitional and Supportive Housing; and, Single-Room Occupancy development. These programs were discussed and a Public Hearing was held on April 16, 2013.

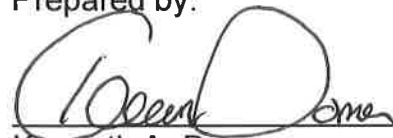
CEQA:

The amendments set forth in the proposed ordinance were prepared pursuant to an Initial Study and Mitigated Negative Declaration prepared in accordance with the requirements of the California Environmental Quality Act ("CEQA"), California Public Resources Code §§ 21000, *et seq.*, the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, §§ 15000, *et seq.*, and the Environmental Impact Report Guidelines of the City of Placentia with regard to the City's revised Housing Element of the General Plan. The Initial Study and Mitigated Negative Declaration were dutifully noticed and adopted through City Council Resolution R-2010-16 adopted on March 2, 2010. No substantial change in conditions has occurred between the time of adoption of the Housing Element and the adoption of this ordinance implementing the policies and procedures of the Housing Element. Upon review and recommendation of these implementing ordinances, the Planning Commission exercised its independent judgment when considering said Initial Study and Mitigated Negative Declaration and all public comments received in connection therewith. Furthermore, said Initial Study and Mitigated Negative Declaration and all related environmental documents forming the basis for the Mitigated Negative Declaration and the proposed Ordinance are located in, and in the custody of, the Office of the City Clerk, City of Placentia. If approved by the City Council, a Notice of Exemption will be filed with the Orange County Clerk/Recorder, as required by law, after the second reading.

FISCAL IMPACT:

None.

Prepared by:



Kenneth A. Damer
Assistant City Administrator,
Development Services

Reviewed and approved:



Troy L. Butzlaff, ICMA-CM
City Administrator

Attachments:

Ordinance O-2013-03

ORDINANCE NO. O-2013-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA AMENDING TITLE 23 (ZONING ORDINANCE) OF THE PLACENTIA MUNICIPAL CODE PERTAINING TO EMERGENCY SHELTERS, SUPPORTIVE AND TRANSITIONAL HOUSING FACILITIES, SINGLE ROOM OCCUPANCIES AND PROVISIONS FOR REASONABLE ACCOMMODATIONS FOR PERSONS WITH DISABILITIES, INCLUDING STANDARDS AND PROCEDURES THEREFORE.

[Zoning Code Amendment 2013-01]

City Attorney's Summary

This Ordinance amends provisions of Title 23 of the Placentia Municipal Code, including the addition of new chapters pertaining to the implementation of provisions of the City of Placentia Housing Element portion of the City's General Plan to comply with state and federal mandates relative to emergency, supportive and transitional housing needs, as well as providing appropriate mechanisms to authorize reasonable accommodations relating to the potential adverse impact of zoning and building codes on persons with disabilities, expands affordable housing opportunities and relocates the definition of Tattoo Parlor to a new Section.

A. Recitals.

(i). The City Council of the City of Placentia desires to effectively implement provisions of the City of Placentia Housing Element portion of the City's General Plan and to comply with state and federal mandates relative to emergency, supportive and transitional housing, as well as providing appropriate mechanisms to provide reasonable accommodations relating to the effect of zoning and building codes and expansion of affordable housing opportunities.

(ii). Modifications are required to various provisions of Title 23 ("Zoning Ordinance") in order to appropriately implement the Housing Element and state and federal housing policies.

(iii). On March 12, 2013, the Planning Commission of the City of Placentia conducted, and concluded, a duly noticed public hearing, as required by law, to amend the Zoning

Ordinance to comport with state and federal law, to implement the Housing Element, and recommended adoption of this Ordinance to the City Council [Zoning Code Amendment 2013-01].

(iv). This City Council has reviewed and considered all provisions of the proposed amendments to the Zoning Code as recommended by the Planning Commission, including written staff reports and verbal testimony presented during a duly noticed public hearing, which hearing was concluded prior to the adoption of this Ordinance.

(v). All legal prerequisites to the adoption of this Ordinance have occurred.

B. Ordinance.

NOW, THEREFORE, the City Council of the City of Placentia does hereby find, determine and ordain as follows:

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

SECTION 2. (a). The City Council hereby finds and certifies that the amendments set forth below have been prepared pursuant to an Initial Study and Mitigated Negative Declaration prepared in accordance with the requirements of the California Environmental Quality Act ("CEQA"), California Public Resources Code §§ 21000, et seq., the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, §§ 15000, et seq., and the Environmental Impact Report Guidelines of the City of Placentia with regard to the City's revised Housing Element of the General Plan, no substantial change in conditions has occurred between the time of adoption of the Housing Element and the adoption of this ordinance implementing the policies and procedures of the Housing Element and the City Council has exercised its independent judgment when considering said Initial Study and Mitigated Negative Declaration and all public comments received in connection therewith. Furthermore, said Initial Study and Mitigated Negative Declaration and all related environmental documents forming the basis for the Mitigated Negative Declaration and this Ordinance are located in, and in the custody of, the Office of the City Clerk, City of Placentia. This City Council does hereby approve the Mitigated Negative Declaration and Ordinance. The City Council hereby specifically finds and determines that, based upon the findings set forth below, and changes and alterations which have been incorporated

into and conditioned upon the proposed project, no significant adverse environmental effects will occur.

(b). The City Council finds that facts supporting the above-specified findings are contained in the Negative Declaration, the staff report and exhibits, and the information provided to this City Council during the public hearing conducted with respect to the project and the Negative Declaration. Mitigation measures will be made a condition of approval of said project and are intended to mitigate and/or avoid environmental effects identified in the Negative Declaration.

SECTION 3. A new Section 23.04.253 hereby is added to Chapter 23.04 of Title 23 of the Placentia Municipal Code, to read, in words and figures, as follows:

"§ 23.04.253. Emergency Shelter.

"'Emergency Shelter' means a facility that provides immediate and short-term housing and may offer supplemental services to homeless persons or families on a first-come, first-serve basis where people must vacate the facility each morning and have no guaranteed bed for the next night. Supplemental services may include counseling, food and access to social programs."

SECTION 4. A new Section 23.04.751 hereby is added to Chapter 23.04 of Title 23 of the Placentia Municipal Code, to read, in words and figures, as follows:

"§ 23.04.751. Supportive housing.

"'Supportive housing' means housing with no limit on length of stay, that is occupied by the target population, and that is linked to onsite or offsite services that assist the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community."

SECTION 5. Section 23.04.752 of Chapter 23.04 of Title 23 of the Placentia Municipal Code, hereby is amended to read, in words and figures, as follows:

"§ 23.04.752. Target population.

"'Target population' means persons, including persons with disabilities, and families who are 'homeless,' as that term

is defined by 42 U.S.C. § 11302, or who are 'homeless youth,' as that term is defined by California Health and Safety Code § 50675.14 (3) (A)."

SECTION 6. A new Section 23.04.753 hereby is added to Chapter 23.04 of Title 23 of the Placentia Municipal Code, to read, in words and figures, as follows:

"§ 23.04.753. Tattoo Parlor.

"'Tattoo parlor' means any premises used for the business or marking or coloring the skin with tattoos and which houses all furnishings, equipment, instruments, dyes and inks, and other facilities maintained therein incidental to the business."

SECTION 7. A new Section 23.04.768 hereby is added to Chapter 23.04 of Title 23 of the Placentia Municipal Code, to read, in words and figures, as follows:

"§ 23.04.768. Transitional housing.

"'Transitional housing' and 'transitional housing development' means buildings configured as rental housing developments, but operated under program requirements that call for the termination of assistance and recirculation of the assisted unit to another eligible program recipient at some predetermined future point in time, which shall be not less than six (6) months."

SECTION 8. A new Chapter 23.24 hereby is added to Title 23 of the Placentia Municipal Code, to read, in words and figures, as follows:

"Chapter 23.24

"SINGLE ROOM OCCUPANCY (SRO)

"Sections:

- "§ 23.24.010. Purpose.**
- "§ 23.24.020. Definition.**
- "§ 23.24.030. Procedure.**
- "§ 23.24.040. Requirements.**

- "§ 23.24.010. Purpose.**

"The purpose of this chapter is to expand the mix of affordable housing opportunities within the city.

"§ 23.24.020. Definition.

"'Single Room Occupancy ("SRO")' means an Efficiency Unit that: (1) is occupied as a primary residence, and (2) is subject to state landlord tenant law pursuant to Chapter 2 (commencing with § 1940) of Title 5 of Part 4 of Division 3 of the California Civil Code. The term also includes a unit in an 'SRO Project' as described in California Code of Regulations, Title 4, § 10325(g)(3).

"§ 23.24.030. Procedure.

"Single Room Occupancy units shall be a permitted use in the 'R-3' - High Density Multiple-Family District up to thirty (30) units and subject to a use permit for thirty-one (31) units and above and 'C-2' - Community Commercial District, as part of a mixed-use project with ground floor retail/office spaces subject to a use permit. All use permit approvals shall be pursuant to Chapter 23.87 of this Title 23.

"§ 23.24.040. Requirements.

"Single Room Occupancy (SRO) units shall conform to the following requirements:

"(1). Occupancy shall be limited to a maximum of two (2) persons per unit. Minimum unit sizes (not including toilet compartment) shall be:

"(a). One (1) person: 150 square feet.

"(b). Two (2) persons: 175 square feet.

"(2). Each SRO unit shall be provided with the following minimum amenities:

"(a). Kitchen sink with a garbage disposal.

"(b). A toilet and sink located in a separate room within the unit that is a minimum twenty (20) square feet.

"(c). One (1) closet per person.

"(d). Telephone and cable TV hookups.

"(3). At a minimum, if full bathrooms are not provided in each unit, shared showers shall be provided on each floor at a ratio of one (1) per seven (7) occupants or fraction thereof on the same floor, with doors that are lockable from the inside.

"(4). If full kitchens are not provided in each unit, shared kitchen facilities shall be provided on each floor consisting of a range, sink with garbage disposal and refrigerator.

"(5). At a minimum, if laundry facilities are not provided in each unit, common laundry facilities shall be provided with one (1) washer and one (1) dryer for every twenty-five (25) units for the first 100 units and one (1) washer and one (1) dryer for every fifty (50) units over one hundred (100).

"(6). Elevators shall be required for SROs of two (2) or more stories.

"(7). A manual fire alarm system and a fully automatic fire suppression system, including a central monitoring system, alarm and fire annunciator, shall be designed and installed to the satisfaction of the fire chief."

SECTION 9. Section 23.47.010 of Chapter 23.47 of Title 23 of the Placentia Municipal Code, hereby is amended to read, in words and figures, as follows:

"§ 23.47.010 Purpose.

"The purpose of the 'M' district is to provide for industrial uses and their related facilities while maintaining an environment free from objectionable noise, odor, dust or other nuisances. Additionally, the 'M' district permits emergency shelters by right, subject to compliance with conditions set forth herein."

SECTION 10. Section 23.47.010 of Chapter 23.47 of Title 23 of the Placentia Municipal Code, hereby is amended to read, in words and figures, as follows:

"§ 23.47.020. Permitted uses.

"Subject to the conditions of this zone only the following primary uses may be permitted, not including those which may be obnoxious or offensive by reason of emission of

odor, dust, smoke, gas, noise, vibration, electro-magnetic disturbance, radiation or other similar causes detrimental to the public health, safety or general welfare. All uses, except agricultural crops, shall be conducted wholly within a completed enclosed building, except as provided in § 23.47.120.

- "(1). Agricultural crops;
- "(2). Emergency shelters per § 23.47.130;
- "(3). Motor vehicle and motorcycle repair and service;
- "(4). Printing, reproduction services, film processing;
- "(5). Recycling facilities per Chapter 23.41;
- "(6). Repair of electrical appliances and electrical equipment;
- "(7). Research or testing firm or laboratory;
- "(8). Treatment of, manufacturing, assembling, compounding or fabrication of goods and materials;
- "(9). Warehousing, storage, distribution or wholesaling of goods and materials."

SECTION 11. A new Section 23.47.130 hereby is added to Chapter 23.47 of Title 23 of the Placentia Municipal Code, to read, in words and figures, as follows:

"§ 23.47.130 Emergency Shelters (Homeless).

"Shall be subject to the following conditions:

"(1). The facility shall conform to all property development standards of Chapter 23.47 "M" - Manufacturing District.

"(2). Maximum number of beds or persons to be served per night by a single shelter shall not exceed thirty (30) persons at any one time.

"(3). The facility shall operate on a first-come, first serve basis with clients only permitted on-site between 5:00 p.m. and 8:00 a.m. A curfew of 10:00 p.m. or earlier shall be established and strictly enforced, and clients shall not be admitted after curfew. Clients shall vacate the facility by 8:00 a.m. and have no guaranteed bed for the next night.

"(4). The maximum stay at the facility shall not exceed forty-five (45) days within a one hundred twenty (120) day period.

"(5). Emergency shelters shall be located at least three hundred (300) feet from any residential use or residentially-zoned property, public or private park, or public or private kindergarten through 12th grade curriculum school, as measured from the closest property line. In addition, homeless shelters shall be located at least three hundred (300) feet from any other homeless shelter, as measured from the closest property line.

"(6). A minimum of one (1) staff member per fifteen (15) beds shall be awake and on duty when the facility is open and a minimum of two (2) staff members shall be on-site when the facility is open.

"(7). Exterior lighting shall be provided for the entire outdoor and parking area of the property. The lighting shall be stationary, directed away from adjacent properties and public rights-of-way.

"(8). A waiting area shall be provided, which contains a minimum of ten (10) square feet per bed provided at the facility. The waiting area shall be in a location not adjacent to the public right-of-way, shall be visually separated from public view by a minimum six (6) foot tall, visually screening mature landscaping, or a minimum six (6) foot tall decorative masonry wall, and shall provide consideration for shade/rain provisions.

"(9). All facility improvements shall comply with the City of Placentia Municipal Code, and the most current adopted Building and Safety Codes.

"(10). A Security and Safety Plan shall be provided for the review and approval of the City Administrator or his/her designee. The plan may be required to address additional security and safety needs, as identified by the City Administrator or his/her designee. The approved Security and Safety Plan shall remain active throughout the life of the facility. The plan shall contain provisions addressing the topical areas outlined below:

"(A). Sleeping Areas addressing the separation of male/female sleeping areas, as well as any family areas within the facility.

"(B). Loitering Control with specific measures regarding off-site controls to minimize the congregation of clients in the vicinity of the facility during hours that clients are not allowed on site.

"(C). Management of Outdoor Areas, including a system for daily admittance and discharge procedures and monitoring of waiting areas with goals to minimize disruption to nearby land uses.

"(D). Alcohol and Illegal drugs addressing how the operator(s) will control and regulate alcohol and illegal drug use by clients on the premises.

"(E). The operator(s) shall provide the City with the most current contact information for the operator(s) of the facility during the normal daytime office business hours, and the nighttime contact information for the 'person on duty' when the emergency shelter is operating.

"(F). The operator(s) shall ensure proper compliance with all state laws pertaining to client residency and occupancy.

"(G). Staff and Training. The plan shall describe the staffing plan and required staff training programs. Facility staff shall be trained in operating procedures, safety plans, and assisting clients with referral services. The facility shall not employ staff who have been convicted of a felony or who are required to register as a sex registrant under California Penal Code § 290. The plan shall describe procedures for ensuring shelter staff meet these requirements.

"(H). Facilities shall be maintained in good working order. Indoor and outdoor use areas shall be clean and orderly. Litter shall be removed in and around the facility in a timely manner and graffiti shall be removed within forty-eight (48) hours.

"(I). A 'good neighbor policy' shall be established whereby clients are instructed to be considerate of neighbors and refrain from behavior that is disruptive to the surrounding community. The operational plan shall include a written protocol for ongoing communications with the City and the surrounding neighborhood and businesses, and for responding to neighborhood complaints.

"(11). The facility may provide the following services in designated areas separate from sleeping areas:

"(A). A recreation area either inside or outside of the facility.

"(B). A counseling center for job placement, education, health care, legal, or mental health services.

"(C). Laundry facilities to serve the number of clients at the facility.

"(D). Kitchen for the preparation of meals.

"(E). Dining hall.

"(F). Client storage area (i.e., for the overnight storage of bicycles and personal items).

"(G). Counseling programs to be provided with referrals to outside assistance agencies and provide an annual report to the City.

"(H). Or similar services geared to homeless clients.

"(12). An emergency shelter facility shall provide off-street parking at a ratio of one (1) space per four (4) beds, and/or one-half (0.5) per bedroom designed as a family unit with children, plus one (1) per staff member, or shall submit a parking study, subject to the approval of the City Administrator or his/her designee, demonstrating the required parking demand justifies a reduced amount of off-street parking. Each facility is also encouraged to provide bike racks for clients in a secured area."

SECTION 12. A new Chapter 23.59 hereby is added to Title 23 of the Placentia Municipal Code, to read, in words and figures, as follows:

"Chapter 23.59

"REASONABLE ACCOMMODATION

"Sections:

"§ 23.59.010

Purpose.

"§ 23.59.020	Application.
"§ 23.59.030	Required information.
"§ 23.59.040	Notice of request for accommodation.
"§ 23.59.050	Procedure.
"§ 23.59.060	Grounds for accommodation.
"§ 23.59.070	Director's hearing.
"§ 23.59.080	Notice of director's decision following hearing.
"§ 23.59.090	Expiration of grants of reasonable accommodation.
"§ 23.59.100	Appeal.
"§ 23.59.110	Fee.

"§ 23.59.010. **Purpose.** It is the policy of the City of Placentia to comply with the Federal Fair Housing Amendments Act of 1988 and the California Fair Employment and Housing Act to provide reasonable accommodation in the application of its zoning or building laws, policies or procedures for persons with disabilities seeking fair access to housing. The purpose of this chapter is to establish the process for making a request for reasonable accommodation. For purposes of this chapter, the term 'disabled' or 'disability' shall have the same meaning as such term is defined in the Federal Fair Housing Amendments Act of 1988 and the California Fair Employment and Housing Act.

"§ 23.59.020. Application.

"(1). Any person who requests reasonable accommodation, because of a disability, in the application of a zoning or building law, policy or procedure, which may act as a barrier to fair housing opportunities, may do so by filing a completed application with the City Administrator or his or her designee ('director'). The director shall promulgate application forms for this purpose.

"(2). If the project for which the request is being made also requires some other approval, permit or entitlement, the applicant shall file the request together with the application for such approval, permit or entitlement.

"§ 23.59.030. Required information.

"The applicant shall provide the following information:

"(1). Applicant's name, address, and telephone number;

"(2). Address of the property for which the request is being made;

"(3). The current actual use of the property;

"(4). A description of the accommodation requested including reference to the Zoning Code provision, policy or procedure from which modification is being requested;

"(5). The basis for the claim that the applicant is considered disabled under the Federal Fair Housing Amendments Act of 1988 or the California Fair Employment Housing Act; and

"(6). A detailed explanation of why the accommodation is reasonable and why the accommodation is necessary to afford the applicant an equal opportunity to use and enjoy a specific dwelling in the city.

"§ 23.59.040. Notice of request for accommodation.

"Written notice of a request for reasonable accommodation shall be given as follows:

"(1). In the event that there is no approval sought other than the request for reasonable accommodation, the notice shall be mailed to the owners of record of all properties that are immediately adjacent to the property, which is the subject of the request.

"(2). In the event that the request is being made in conjunction with some other approval, permit or entitlement, the notice shall be transmitted along with the notice of the other proceeding.

"§ 23.59.050. Procedure.

"(1). The director shall review each application for reasonable accommodation and, within five (5) days of receipt thereof, determine whether the application is complete. If the application is determined to be incomplete, the director shall promptly give the applicant written notice of the additional information necessary to complete the application.

"(2). Within 30 days of receipt of an application that has been determined to be complete, the director shall complete a review of the application and, pursuant to the standards provided in § 23.59.060, either approve, approve subject to conditions or deny the request. However, in the event that the applicant also seeks an approval, permit or other entitlement that is reviewed by the planning commission, then the planning commission shall review the application for reasonable accommodation.

"(3). The director shall give the applicant written notice of the director's decision. Notice of the director's decision shall also be given in the same manner as provided in Section 23.59.040.

"(4). Within ten (10) days of the date the notice is mailed, any person may make a request for a director's hearing of the decision.

"(5). If no request for hearing is received, the decision shall become final.

"§ 23.59.060. Grounds for accommodation.

In making a determination about the reasonableness of a requested accommodation, the following factors shall be considered:

"(1). Whether the accommodation is reasonable considering the nature of the applicant's disability, the surrounding land uses, and the rule, standard, policy, or practice from which relief is sought;

"(2). Whether the accommodation is necessary to afford the applicant equal opportunity to enjoy and use a specific dwelling in the city;

"(3). Whether the accommodation will have only incidental economic or monetary benefits to the applicant, and whether the primary purpose of the accommodation is to assist with real estate speculation or excess profit taking;

"(4). Whether the accommodation will create a substantial adverse impact on surrounding land uses, or a public nuisance, that cannot be reasonably mitigated;

"(5). Whether the accommodation is reasonably feasible considering the physical attributes of the property and structures;

(6). Whether there are alternative accommodations which may provide an equivalent level of benefit to the applicant, while minimizing adverse impacts on surrounding land uses and lessening the financial and/or administrative burden on the city;

"(7). Whether the requested accommodation would impose an undue financial or administrative burden on the city; and

"(8). Whether the requested accommodation would constitute a fundamental alteration of the zoning or building laws, policies or procedures of the city.

"§ 23.59.070. Director's hearing.

"Within thirty (30) days of receipt of a request, the director shall conduct a hearing on the request for reasonable accommodation at which all reasonable evidence and credible testimony shall be considered.

"§ 23.59.080. Notice of director's decision following a hearing.

"(1). Within five (5) days after the hearing, the director shall issue a written decision approving, including any reasonable conditions, or denying the application.

"(2). The notice of director's decision shall contain the director's factual findings, conclusions, and reasons for the decision.

"(3). Notice of the director's decision shall be given in the same manner as provided in § 23.59.040.

"§ 23.59.090. Expiration of grants of reasonable accommodation.

"Any modification granted for an individual with a disability shall be a personal accommodation for the individual applicant and shall not run with the land, unless the director determines that it would be impractical to require the property to be returned to its previous condition once the disabled person no longer occupies the property. Prior to the issuance of a building permit or any other applicable permit for such modification, the permittee shall execute a notarized statement that permits the city to inspect the affected property at least annually to verify compliance with this chapter and with any applicable conditions of approval. Prior to any transfer of interest in the property, the permittee shall notify the transferee of the existence of the accommodation, the personal status of the accommodation and the requirements that the transferee must apply for a new accommodation as necessary. Except as otherwise provided by the director, as set forth

herein, once such transfer takes effect, the accommodation shall have no further validity.

"§ 23.59.100. Appeal.

The decision of the director or the planning commission shall be subject to appeal pursuant to the procedures set forth in § 23.75.050 of this Title 23.

"§ 23.59.110. Fee.

"There shall be no fee for an application under this chapter."

SECTION 13. Penalty for Violation.

It shall be unlawful for any person, firm, partnership or corporation to violate any provision or to fail to comply with any of the requirements of this Ordinance hereby adopted. Any person, firm, partnership or corporation violating any provision of this Ordinance or failing to comply with any of its requirements shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punished by a fine not exceeding One Thousand Dollars (\$1,000.00), or by imprisonment not exceeding six (6) months, or by both such fine and imprisonment. Each and every person, firm, partnership, or corporation shall be deemed guilty of a separate offense for each and every day or any portion thereof during which any violation of any of the provisions of this Ordinance is committed, continued or permitted by such person, firm, partnership or corporation, and shall be deemed punishable therefore as provided in this Ordinance.

SECTION 14. Civil Remedies Available.

The violation of any of the provisions of this Ordinance hereby adopted shall constitute a nuisance and may be abated by the City through civil process by means of restraining order, preliminary or permanent injunction or in any other manner provided by law for the abatement of such nuisances.

SECTION 15. Severability.

The City Council declares that, should any provision, section, paragraph, sentence or word of this Ordinance 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 and words of this Ordinance shall remain in full force and effect.

SECTION 16. 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.

PASSED and ADOPTED this ____ day of _____, 2013.

SCOTT W. NELSON, MAYOR

ATTEST:

PATRICK J. MELIA, CITY CLERK

I, PATRICK J. MELIA, City Clerk of the City of Placentia, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council held on the ____ day of _____, 2013 and was finally adopted at a regular meeting held on the ____ day of _____, 2013, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

PATRICK J. MELIA, CITY CLERK

APPROVED AS TO FORM

ANDREW V. ARCZYNSKI,
CITY ATTORNEY



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: CITY ADMINISTRATOR
FROM: ASSISTANT CITY ADMINISTRATOR
DATE: MAY 7, 2013
SUBJECT: **CONDUCT SECOND READING BY TITLE ONLY AND ADOPT AN ORDINANCE AMENDING SECTIONS 20.30.030 AND 20.30.040 OF CHAPTER 20.30 OF TITLE 20 OF THE PLACENTIA MUNICIPAL CODE PERTAINING TO MAINTENANCE AND REHABILITATION OF LONG-TERM BOARDED AND VACANT BUILDINGS**

FISCAL
IMPACT: NONE

SUMMARY:

On April 16, 2013, the City Council conducted a First Reading of an Ordinance amending the City's Vacant Building regulations found within Chapter 20 of the Placentia Municipal Code. This action will conduct a Second Reading and, if approved, adopt the proposed Ordinance.

RECOMMENDATION:

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

1. Conduct Second Reading by Title Only and Adopt Ordinance O-2013-02, An Ordinance of the City Council of the City of Placentia, California, Amending Sections 20.30.030 and 20.30.040 of Chapter 20.30 of Title 20 of the Placentia Municipal Code Pertaining to Maintenance and Rehabilitation of Long-Term Boarded and Vacant Buildings

DISCUSSION:

As described and discussed at the April 2 and April, 16, 2013 City Council meetings, vacant commercial or industrial buildings can be a major cause and source of blight in non-residential areas of the City, especially when the owner of a building fails to actively maintain and manage the building. Vacant commercial and industrial buildings (whether or not such buildings are boarded), substandard, or unkempt buildings, coupled with long-term vacancies, discourage economic development and hinder appreciation of property values. Based on direction from the City Council at the meeting of April 2, 2013, specific language was added to the proposed amendments to target those vacant commercial and industrial buildings in which an ownership interest continues to maintain the building in a vacant state beyond reasonable time frames and conditions. In such instances, it was proposed that the owner or responsible party is required to post with the City a bond or similar security in an amount equal to three months estimated costs of blight prevention activities. The timeline for initial determination of vacancy was also reduced from 90 days to 45 days.

3.b.

May 7, 2013

The proposed Ordinance and changes as previously directed by the City Council were discussed during the Public Hearing and ultimately approved by the City Council. Accordingly, the proposed Ordinance was set for a Second Reading and Adoption. If adopted, the Ordinance will take effect after 30 days.

FISCAL IMPACT:

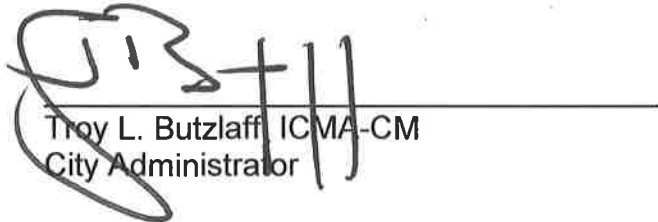
None

Prepared by:



Kenneth A. Damer
Assistant City Administrator

Reviewed and approved:



Troy L. Butzlaff, ICMA-CM
City Administrator

Attachments:

Ordinance No. O-2013-02

ORDINANCE NO. O-2013-XX

**AN ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF PLACENTIA AMENDING SECTIONS
20.30.030 AND 20.30.040 OF CHAPTER 20.30
OF TITLE 20 OF THE PLACENTIA MUNICIPAL CODE
PERTAINING TO MAINTENANCE AND REHABILITATION
OF LONG-TERM BOARDED AND VACANT BUILDINGS**

City Attorney's Summary

This Ordinance amends Sections 20.30.030 and 20.30.060 of Chapter 20.30 of Title 20 of the Placentia Municipal Code requiring long-term boarded and vacant buildings, as defined therein, to be maintained, rehabilitated and properly secured and managed, including registration and bonding requirements to prevent blight.

A. Recitals.

(i). In order to effectively combat blighting conditions which may arise due to buildings remaining vacant for extended periods, the City of Placentia has instituted a program to register and monitor such buildings.

(ii). Abandoned buildings and buildings subject to extended foreclosure proceedings require prompt maintenance and protection from unauthorized entry and use.

(iii). Requiring registration of vacant buildings identified as such is necessary to properly monitor the location and concentration thereof in order to appropriately combat the blighting conditions associated with such buildings.

(iv). The City has determined that requiring a bond or similar surety be posted will help ensure vacant buildings are properly secured from unauthorized entry or use.

(v). All legal prerequisites to the adoption of this Ordinance have occurred.

B. Ordinance.

NOW, THEREFORE, the City Council of the City of Placentia does hereby find, determine and ordain as follows:

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

SECTION 2. The introductory clause of § 20.30.030(a) hereby is amended to read, in words and figures, as follows:

"(a). No person, firm, partnership, corporation or other entity shall allow a commercial or industrial building designed for human use or occupancy to stand vacant for more than forty-five (45) days, unless the owner establishes by substantial evidence to the reasonable satisfaction of the chief building official that one of the following applies:"

SECTION 3. A new § 20.30.030(d) hereby is added to § 20.30.030 to read, in words and figures, as follows:

"(d). Upon the expiration of fifty-five (55) days after a premises becomes a vacant building as defined herein, the owner of a vacant commercial or industrial building shall cause said building to be registered as a vacant building pursuant to the provisions of § 20.30.040(b) through (i) of this chapter and shall pay the registration fee required per the requirements of § 20.30.050 of this chapter. Further, the owner of said vacant building shall comply with the provisions of §§ 20.030.060, 20.30.070 and 20.30.080 of this chapter relating to local property management requirements and monitoring."

SECTION 4. A new § 20.30.030(e) hereby is added to § 20.30.030 to read, in words and figures, as follows:

"Whenever a vacant commercial or industrial building remains vacant for a period of ninety (90) days, in addition to the other requirements of this chapter 20.30, the owner, beneficiary or trustee, as the case may be, shall post with the City a bond or similar security in an amount equal to three (3) months estimated costs of blight prevention activities per the provisions of § 20.30.030(a)(3) hereof, as estimated by the chief building official."

SECTION 5. A new § 20.30.040(k) hereby is added to § 20.30.040 to read, in words and figures, as follows:

"Whenever a commercial or industrial vacant building remains vacant for a period of ninety (90) days, in addition to

the other requirements of this Chapter 20.30, the owner, beneficiary or trustee, as the case may be, shall post with the City a bond or similar security in an amount equal to three (3) months estimated costs of blight prevention activities per the provisions of § 20.30.030(a)(3) hereof, as estimated by the chief building official."

SECTION 6. Administrative penalty.

(a). Strict Liability. Any violation of this ordinance shall be treated as a strict liability offense; a violation shall be deemed to have occurred regardless of a violator's intent.

(b). Penalty. Any person, firm, partnership, association, corporation, fiduciary, or other legal entity that owns, leases, occupies, controls or manages any building or property subject to this ordinance, and causes, permits, or maintains a violation of this ordinance as to that property, shall be liable for administrative penalties as follows:

(1). On the administrative penalty due date, as determined by a hearing officer as described in subsection (c) of this section, each responsible party shall pay an administrative penalty of one thousand dollars (\$1,000.00).

(2). In the event that a violation of this ordinance addressed by an order of a hearing officer has not been abated, cured, remedied, and/or eliminated to the reasonable satisfaction of the chief building official by the thirtieth (30th) day after the administrative penalty due date, each party subject to said order shall pay a supplemental administrative penalty of two thousand five hundred dollars (\$2,500.00).

(3). In the event that a violation of this ordinance addressed by an order of a hearing officer has not been abated, cured, remedied and/or eliminated to the reasonable satisfaction of the chief building official by the sixtieth (60th) day after the administrative penalty due date, each party subject to said abatement order shall pay a second supplemental administrative penalty of five thousand dollars (\$5,000.00) for each calendar month, or portion thereof, the building is in violation of the provisions of this ordinance.

(c). Procedure.

(1). The administrative penalty shall be imposed by a hearing officer upon the recommendation of the chief building official and after the owner shall have been afforded a hearing before the hearing officer. The hearing shall be conducted in accordance with the provisions of § 20.30.100. In setting the penalty, the hearing officer shall consider the severity of the blighting conditions of the property and the owner's efforts, or lack thereof, to remedy the problem. The decision of the hearing officer shall be final.

(2). The administrative penalty shall be due and payable within thirty (30) days after the decision of the hearing officer. If the penalty is not paid within forty-five (45) days after the decision of the hearing officer, the city council may thereupon order that the penalty be a personal obligation of the property owner or that it be specially assessed against the property involved. If the city council orders that the penalty be specially assessed against the property, it shall confirm the assessment and thereafter said assessment may be collected at the same time and in the same manner as ordinary real property taxes are collected and shall be subject to the same penalties and the same procedure and sale in case of delinquency as provided for ordinary real property taxes. All laws applicable to the levy, collection, and enforcement of real property taxes are applicable to the special assessment.

(3). The city council may also cause a notice of lien to be recorded. The notice shall, at a minimum, identify the record owner or possessor of the property and set forth the last known address of the record owner or possessor, the date on which the penalty was imposed, a description of the real property subject to the lien, and the amount of the penalty.

(d). Waiver. The administrative penalty shall be waived if the chief building official or hearing officer finds that imposition of the penalty would work a substantial economic hardship on the owner or would hinder the rehabilitation of the building.

(e). Nonexclusive Remedy. This section provides a civil penalty remedy that is in addition to all other legal remedies, criminal or civil, which may be pursued by the city to address any violation of this ordinance. The administrative penalty imposed pursuant to the provisions of this section shall be in lieu of the administrative citation penalties imposed pursuant to the provisions of § 1.10.030 of the Placentia Municipal Code.

SECTION 7. Administrative hearing procedure.

(a). Hearing Officer. The city administrator shall designate a hearing officer to conduct a hearing on any administrative penalty recommended by the chief building official pursuant to § 20.30.090. The hearing officer shall not be a Placentia city employee. The employment, performance evaluation, compensation and benefits of the hearing officer, if any, shall not be directly or indirectly conditioned upon the amount of administrative penalties imposed, upheld, reduced or overturned by the hearing officer. Each hearing officer shall be subject to the provisions of the Political Reform Act of 1974 and all other laws, ordinances, or regulations of the state or the city relating to conflicts of interest. The city administrator shall establish all appropriate administrative regulations for implementing this ordinance, including the conduct of hearings and rendering of decisions.

(b). Notice of Hearing. Upon determining that any person, firm, partnership, association, corporation, fiduciary, or other legal entity that owns, leases, occupies, controls or manages any building or property subject to this ordinance has caused, permitted, or maintained a violation of this ordinance as to that property and is subject to an administrative penalty pursuant to § 20.30.090(b), the chief building official shall furnish written notice to such responsible party(ies) of the reasons for such determination and the date of the hearing before the hearing officer. Such notice shall be mailed by certified mail, postage prepaid, to the last known business or residence address of each responsible party as the same appears in the public records of the city or other records pertaining to the building or property, and shall be posted on the building or property, at least fifteen (15) calendar days prior to the date of the hearing. Service by mail shall be deemed to have been completed at the time of deposit in the post office.

(c). Hearing Procedure. The hearing officer shall only consider evidence that is relevant to whether the violation alleged by the chief building official occurred and whether the responsible party has caused, permitted, or maintained the violation. In setting the penalty, the hearing officer shall consider the severity of the blighting conditions of the property and the owner's efforts, or lack thereof, to remedy the problem. The responsible person contesting the administrative citation shall be given the opportunity to testify and present witnesses and evidence concerning the administrative citation. The failure of any recipient of a notice of violation and

hearing pursuant to this section to appear at the administrative penalty hearing shall constitute a failure to exhaust their administrative remedies. At least ten (10) days prior to the hearing, copies of all notices, citations, reports and other documents submitted or relied upon by the chief building official shall be served on each responsible party by mail in the manner set forth in subsection (c) of this section. No other discovery is permitted. Formal rules of evidence shall not apply. The hearing officer may continue the hearing and request additional information from the chief building official or the responsible party prior to issuing a written decision.

(d). Hearing Officer's Decision. After considering all of the testimony and evidence submitted at the hearing, the hearing officer shall issue a written decision within ten (10) days of the hearing to impose an administrative penalty and shall list in the decision the reasons for that decision. The hearing officer has authority to reduce, conditionally reduce, or increase the amount of any penalties, subject to the penalty amounts or limits provided in this ordinance. The hearing officer may impose conditions and deadlines for correction of violations or payment of outstanding penalties. The decision of the hearing officer shall be final. The party served with the notice of violation and hearing pursuant to subsection (b) of this section shall be served with a copy of the hearing officer's written decision. Such notice may be given either by personal delivery thereof to the party to be notified or by deposit in the United States mail, in a sealed envelope, postage prepaid, addressed to such party to be notified, at the last known business or residence address of such party as the same appears in the public records of the city or other records pertaining to the building or property. Service by mail shall be deemed to have been completed at the time of deposit in the post office.

(e). Judicial Review. Any person aggrieved by an administrative decision of a hearing officer pursuant to this ordinance may obtain review of the administrative decision by filing a petition for review with the Orange County Superior Court in accordance with the timelines and provisions as set forth in California Government Code § 53069.4.

SECTION 8. Civil Remedies Available.

The violation of any of the provisions of this Ordinance hereby adopted shall constitute a nuisance and may be abated by the City through civil process by means of restraining order,

preliminary or permanent injunction or in any other manner provided by law for the abatement of such nuisances.

SECTION 9. Severability.

The City Council declares that, should any provision, section, paragraph, sentence or word of this Ordinance 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 and words of this Ordinance shall remain in full force and effect.

SECTION 10. 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.

PASSED and ADOPTED this ____ day of _____, 2013.

SCOTT W. NELSON, MAYOR

ATTEST:

PATRICK J. MELIA, CITY CLERK

I, PATRICK J. MELIA, City Clerk of the City of Placentia, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council held on the ____ day of _____, 2013 and was finally adopted at a regular meeting held on the ____ day of _____, 2013, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

PATRICK J. MELIA, CITY CLERK

APPROVED AS TO FORM

ANDREW V. ARCZYNSKI,
CITY ATTORNEY



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: TRAFFIC ENGINEER

DATE: MAY 7, 2013

SUBJECT: RECOMMENDATION TO RESCIND CITY COUNCIL POLICY NO. 606 FOR THE PLACEMENT OF ADULT CROSSING GUARDS AND ADOPT THE CRITERIA IN THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD) AS THE CITY'S OFFICIAL POLICY

**FISCAL
IMPACT:** NONE

SUMMARY:

City Council Policy No. 606 states the City's guidelines for placing school crossing guards. This policy, which is approximately 15 years old, is substantially out of compliance with the current California Manual on Uniform Traffic Control Devices (CA MUTCD), leaving the City without protection from liability that compliance with the CA MUTCD provides (commonly called "design immunity"). The proposed change was reviewed by the Traffic Safety Commission on March 18, 2013 and recommended for approval. This action rescinds City Policy No. 606 and adopts the criteria in the CA MUTCD as the City's official policy for the placement of adult crossing guards.

RECOMMENDATION:

It is recommended that City Council take the following action:

1. Rescind City Council Policy No. 606 for the Placement of Adult Crossing Guards and adopt the criteria in the CA MUTCD as the City's official policy.

DISCUSSION:

The State of California has the ultimate authority to determine which traffic control devices can be used in the state and under what conditions. This authority includes adult school crossing guards. The State standards for traffic control devices, including

4.a.

May 7, 2013

School Crossing Guard Policy is set forth in the CA MUTCD. The relevant section of the 2012 CA MUTCD is attached.

The criteria for adult school crossing guards in the CA MUTCD are guidelines and, as such, local agencies are not required to follow them and may adopt their own guidelines, as long as they are not more restrictive than the CA MUTCD guidelines. It should be noted, however, that any deviations from the CA MUTCD guidelines must be substantiated, in writing, with supporting documentation. Otherwise, the local agency loses the protection from liability that is provided through compliance with the CA MUTCD (commonly called "design immunity").

The City of Placentia developed its own policy regarding the conditions under which an adult school crossing guard may be placed at a school crosswalk. This policy was adopted by the City Council as *Policy No. 606, Crossing Guards: Standards for Placement* (attached).

There are a number of differences between the two sets of guidelines as noted in the table below.

CA MUTCD	City Policy No. 606
Based on latest research and standards	Based on the CA MUTCD's predecessor, which is out-dated
Minimum requirement of 40 school children, each of two hours in a day, with a separate minimum number of vehicles based on type of crossing control	A sliding scale for students and vehicles, with the number of required students decreasing as the number of vehicles increases. As few as 5 students per hour. Must meet requirements for one, not both school peak hours.
Separate criteria for stop-controlled crossings and traffic signal controlled crossings	Stop-controlled crossings and traffic signal- controlled crossings are treated the same.
Applies to all school children, elementary through high school	Only applies to elementary school children
Extenuating circumstances only provided for traffic signal-controlled crossings	Provides for extenuating circumstances for all types of crossings. Extenuating circumstances used to be allowed in state criteria, but no longer

Analysis of Existing Adult School Crossing Guard Locations

The City's existing 16 school crossing guard locations were evaluated to determine how many would meet the two sets of criteria. The results are summarized and compared below.

Based on the CA MUTCD guidelines, only two locations would currently qualify for a school crossing guard:

- Alta Vista/Angelina, which is stop sign-controlled
- La Jolla/Melrose, which is traffic signal-controlled

At most of the other locations, there were too few pedestrians to qualify, with six of the locations having fewer than 30 pedestrians per hour, and three of those having 15 or less.

Based on City Policy No. 606, nine locations would currently qualify for a school crossing guard and seven would not. It is possible that more would qualify if extenuating circumstances were considered. All of the crossing locations that would not qualify are traffic signal-controlled.

City Policy Concerns

There are two key concerns with City Policy No. 606:

- There is no analysis or data available to substantiate the deviations from the CA MUTCD guidelines
- It is based on out-dated California guidelines

If the City's current policy were used to place crossing guards at new locations or to justify the retention of existing locations, the City would not have "design immunity" to protect it from liability. However, if the CA MUTCD guidelines are followed the City would have "design immunity".

Effect of Following the CA MUTCD Guidelines

If the City were to replace *Policy No. 606* with the CA MUTCD guidelines, there would not necessarily be any immediate changes to the current assignment of crossing guards. The City is not obliged to re-evaluate or reconsider existing crossing guard locations. The new policy would apply to any future considerations of new crossing guard locations or any future reviews of existing crossing guard locations.

Currently, the City's police department is in charge of the school crossing guard program in Placentia. According to the CA MUTCD, however, the City may instead designate the governing board of the local school district to recruit and assign adult school crossing guards to intersections that meet approved guidelines for adult supervision (Section 7D.02). It is unclear if the City would still be required to pay the compensation of the crossing guards.

Program to Enhance Unmarked Crosswalks

The City was recently awarded a state-funded Safe Routes to School grant to update all school warning signs in the City, including at all uncontrolled school crosswalks. The project is currently in the design stage to be implemented by August 2013, before the beginning of the next school year. Under the CA MUTCD, warning signs are not installed for school crosswalks that are controlled by stop signs or traffic signals since traffic must already stop for them. The updated crosswalk signs will greatly enhance drivers' awareness of uncontrolled crosswalks due to new arrow signs that point to the crosswalks.

FISCAL IMPACT:

There is no fiscal impact.

Prepared by:



Ruth Smith, PE
Traffic Engineer

Reviewed and approved:



Troy L. Butzlaff, ICMA-CM
City Administrator

Submitted by:



Steve Drinovsky,
Director of Public Works

Attachments: *California Manual on Uniform Traffic Control Devices, Chapter 7D*
City of Placentia Policy No. 606, Crossing Guards: Standards for Placement
Table 1 – Crossing Guard Location Analysis & Comparison

CHAPTER 7D. CROSSING SUPERVISION

Section 7D.01 Types of Crossing Supervision

Support:

- 01 There are three types of school crossing supervision:
 - A. Adult control of pedestrians and vehicles by adult crossing guards,
 - B. Adult control of pedestrians and vehicles by uniformed law enforcement officers, and
 - C. Student and/or parent control of only pedestrians with student and/or parent patrols.
- 02 Information regarding the organization, administration, and operation of a school safety patrol program is contained in the "AAA School Safety Patrol Operations Manual" (see Section 1A.11).

Section 7D.02 Adult Crossing Guards

Option:

- 01 Adult crossing guards may be used to provide gaps in traffic at school crossings where an engineering study has shown that adequate gaps need to be created (see Section 7A.03), and where authorized by law.
- 02 Adult Crossing Guards may be assigned at designated school crossings to assist school pedestrians at specified hours when going to or from school. The following suggested policy for their assignment applies only to crossings.

Guidance:

- 03 *An Adult Crossing Guard should be considered when:*
 - A. *Special situations make it necessary to assist elementary school pedestrians in crossing the street.*
 - B. *A change in the school crossing location is being made, but prevailing conditions require school crossing supervision until the change is constructed and it is not reasonable to install another form of traffic control or technique for this period.*

Criteria for Adult Crossing Guards:

Support:

- 04 Adult Crossing Guards normally are assigned where official supervision of school pedestrians is desirable while they cross a public highway, and at least 40 school pedestrians for each of any two hours (not necessarily consecutive) daily use the crossing while going to or from school.

Option:

- 05 Adult crossing guards may be used under the following conditions:
 - 1. At uncontrolled crossings where there is no alternate controlled crossing within 600 feet; and
 - a. In urban areas where the vehicular traffic volume exceeds 350 during each of any two hours (not necessarily consecutive) in which 40 or more school pedestrians cross daily while going to or from school; or
 - b. In rural areas where the vehicular traffic volume exceeds 300 during each of any two hours (not necessarily consecutive) in which 30 or more school pedestrians cross daily while going to or from school.Whenever the critical (85th percentile) approach speed exceeds 40 mph, the guidelines for rural areas should be applied.
 - 2. At stop sign-controlled crossing:
Where the vehicular traffic volumes on undivided highways of four or more lanes exceeds 500 per hour during any period when the school pedestrians are going to or from school.
 - 3. At traffic signal-controlled crossings:
 - a. Where the number of vehicular turning movements through the school crosswalk exceeds 300 per hour while school pedestrians are going to or from school; or
 - b. Where justified through analysis of the operations of the intersection.

Legal Authority and Program Funding for Adult Crossing Guards:

Option:

- 06 Cities and counties may designate local law enforcement agencies, the governing board of any school district or a county superintendent of schools to recruit and assign adult crossing guards to intersections that meet approved guidelines for adult supervision.

Support:

⁰⁷ There are various methods for funding a school adult crossing guard program. One of these methods is through the use of fines and forfeitures received under the Penal Code. Disposition of these fines and forfeitures is defined in CVC Sections 42200 and 42201.

⁰⁸ An example of these dispositions by cities and counties is as follows:

- A. Disposition by cities (CVC 42200). Fines and forfeitures received by cities and deposited into a "Traffic Safety Fund" may be used to pay the compensation of school crossing guards who are not regular full-time members of the police department of the city.
- B. Disposition by county (CVC 42201). Fines and forfeitures received by a county and deposited in the road fund of the county may be used to pay the compensation of school crossing guards, and necessary equipment and administrative costs. The board of supervisors may adopt standards for crossing guards and has final authority over the total cost of the crossing guard program.

Section 7D.03 Qualifications of Adult Crossing Guards

Support:

⁰¹ High standards for selection of adult crossing guards are essential because they are responsible for the safety of and the efficient crossing of the street by schoolchildren within and in the immediate vicinity of school crosswalks.

Guidance:

⁰² *Adult crossing guards should possess the following minimum qualifications:*

- A. *Average intelligence;*
- B. *Good physical condition, including sight, hearing, and ability to move and maneuver quickly in order to avoid danger from errant vehicles;*
- C. *Ability to control a STOP paddle effectively to provide approaching road users with a clear, fully direct view of the paddle's STOP message during the entire crossing movement;*
- D. *Ability to communicate specific instructions clearly, firmly, and courteously;*
- E. *Ability to recognize potentially dangerous traffic situations and warn and manage students in sufficient time to avoid injury.*
- F. *Mental alertness;*
- G. *Neat appearance;*
- H. *Good character;*
- I. *Dependability; and*
- J. *An overall sense of responsibility for the safety of students.*

Training Programs for Adult Crossing Guards:

Guidance:

⁰³ *Adequate training should be provided in adult crossing guard responsibilities and authority. This function can usually be performed effectively by a law enforcement agency responsible for traffic control.*

⁰⁴ *Training programs should be designed to acquaint newly employed crossing guards with their specific duties, local traffic regulations, and crossing techniques. Training workshops may be used as a method of advising experienced employees of recent changes in existing traffic laws and program procedures. For example, crossing guards should be familiar with the California law which provides that any person who disregards any traffic signal or direction given by a non-student school crossing guard authorized by a law enforcement agency, any board of supervisors of a county or school district shall be guilty of an infraction and subject to the penalties of Section 42001 of the CVC (Section 2815).*

Section 7D.04 Uniform of Adult Crossing Guards

Standard:

⁰¹ **Law enforcement officers performing school crossing supervision and adult crossing guards shall wear high-visibility retroreflective safety apparel labeled as ANSI 107-2004 standard performance for Class 2 as described in Section 6E.02.**

Section 7D.05 Operating Procedures for Adult Crossing Guards

Standard:

01 Adult crossing guards shall not direct traffic in the usual law enforcement regulatory sense. In the control of traffic, they shall pick opportune times to create a sufficient gap in the traffic flow. At these times, they shall stand in the roadway to indicate that pedestrians are about to use or are using the crosswalk, and that all vehicular traffic must stop.

02 Adult crossing guards shall use a STOP paddle. The STOP paddle shall be the primary hand-signaling device.

03 The STOP (R1-1) paddle shall be an octagonal shape. The background of the STOP face shall be red with at least 6-inch series upper-case white letters and border. The paddle shall be at least 18 inches in size and have the word message STOP on both sides. The paddle shall be retroreflectorized or illuminated when used during hours of darkness.

Option:

04 The STOP paddle may be modified to improve conspicuity by incorporating white or red flashing lights on both sides of the paddle. Among the types of flashing lights that may be used are individual LEDs or groups of LEDs.

05 The white or red flashing lights or LEDs may be arranged in any of the following patterns:

- A. Two white or red lights centered vertically above and below the STOP legend,**
- B. Two white or red lights centered horizontally on each side of the STOP legend,**
- C. One white or red light centered below the STOP legend,**
- D. A series of eight or more small white or red lights having a diameter of 1/4 inch or less along the outer edge of the paddle, arranged in an octagonal pattern at the eight corners of the STOP paddle (more than eight lights may be used only if the arrangement of the lights is such that it clearly conveys the octagonal shape of the STOP paddle), or**
- E. A series of white lights forming the shapes of the letters in the legend.**

Standard:

06 If flashing lights are used on the STOP paddle, the flash rate shall be at least 50, but no more than 60, flash periods per minute.

Option:

07 The 24 x 24 inch size of the STOP (C28A(CA) paddle may be used where greater emphasis is needed and speeds are 30 mph or more.

Support:

08 See Section 6E.03 for details on STOP paddles and rigid staff.

CROSSING GUARDS: STANDARDS FOR PLACEMENT

Requests for the placement of adult crossing guards at locations used primarily by children attending schools of the Placentia Yorba Linda Unified School District must come through the District Superintendent's office. This process would involve the School District in the planning of suggested routes to school and would be especially helpful if it became necessary to relocate or add guards as necessary.

Requests for guards at locations serving parochial schools involving elementary school age children should come directly to the Police Department. All other parts of the standards for placement shall apply to parochial schools.

Upon receipt of a written request, the Traffic Engineer and the Police Department will investigate conditions at the requested location.

A hearing will be set before the Traffic Safety Commission. At this hearing, staff will present the results of the studies conducted and make recommendations as to the establishment of a guard.

If the Commission recommends placement of a guard, this recommendation would be presented to Council for approval. If the Commission determines that an adult crossing guard is not advisable, this determination is final, unless appealed by the School District to the Council.

If necessary, City Council will hold hearing on appeal.

STANDARDS FOR PLACEMENT

Placement of adult crossing guards is normally considered at locations where elementary school children cross public streets and at uncontrolled crossings located 300 feet or more from a controlled crossing. Crossing guards will be considered only at locations on the "Suggested Routes to Schools".

A Controlled Crossing is defined as follows:

- a. A crossing where motor vehicles are controlled by either traffic signals or stop signs on the street across which adult crossing guards will be used, or
- b. A crossing where motor vehicles are separated from pedestrians by a pedestrian tunnel, bridge or where other adequate pedestrian protection exists.

Assignment of adult crossing guard protection may be warranted under the following conditions:

1. Uncontrolled Crossings:

Where elementary school children cross while traveling to or from school and satisfy the minimum number of children/vehicle counts for one hourly period.

Children	Critical Speed*	Critical Speed*
	Less than or equal to 35 m.p.h. Vehicles in Conflict	Greater than 35 m.p.h. Vehicles in Conflict
40	100	85
35	200	170
25	400	320
15	600 or more	510 or more

* Critical Speed equals the 85% speed.

2. Controlled Crossings:

Where elementary school children cross while traveling to or from school and satisfy the minimum number of children/vehicle counts for one hourly period.

<u>Children</u>	<u>Vehicles in Conflict</u>
100	120
80	150
60	200
40	300
30	400
20	600 or more

3. Crossings with extenuating circumstances are where elementary school children cross while traveling to or from school and cannot do so safely because of unusual conditions that may exist and rerouting is not practical. Such conditions (but not limited to) may be the following:
- Insufficient sight distance.
 - Crosswalks more than 80 feet long, measured along their longest distance.
 - Abnormally high percentage of commercial vehicles with operating characteristics different from those of the passenger vehicle.
 - Significantly high total vehicle count.

Crosswalk lengths will be field measured and verified by the City Engineer. Traffic counts will be made on more than one weekday, preferably on Tuesday, Wednesday and Thursday to insure a representative count of children and vehicles at a particular location. It is understood that adult crossing guards will

be utilized only for those hours of the day when school children are crossing to and from school. School children may be attending either public or private schools.

Adult crossing guards are authorized by the City Council, after consideration by the Traffic Safety Commission. The Traffic Safety Commission will recommend to the City Council by March 31 of each year the disposition of the crossing guard locations.

TABLE 1

CROSSING GUARD LOCATION ANALYSIS & COMPARISON

BASED ON THE CA MUTCD & CITY POLICY NO. 606

SITE	INTERSECTION / LOCATION	XWALK CONTROL	PED VOLUMES ¹		CA MUTCD WARRANT MET? ²			CITY POLICY MET? ³		
			AM	PM	AM	PM	TOTAL	AM	PM	TOTAL
1	Bastanchury / Brookhaven	Signal	28	44	NO	YES	NO	YES	YES	YES
2	Bastanchury / Kraemer	Signal	27	14	NO	NO	NO	NO	NO	NO
3	Golden / Valencia	Signal	23	32	NO	NO	NO	NO	NO	NO
4	Golden / Chickasaw	NONE	28	49	NO	NO	NO	YES	YES	YES
5	Alta Vista / Angelina	Stop	64	182	YES	YES	YES	YES	YES	YES
6	Alta Vista / Kraemer	Signal	30	103	NO	YES	NO	YES	YES	YES
7	La Jolla / Melrose	Signal	419	220	YES	YES	YES	YES	YES	YES
8	Morse east of Kraemer	NONE	51	34	NO	NO	NO	YES	NO	YES
9	Chapman / Melrose	Signal	51	60	NO	NO	NO	NO	NO	NO
10	Bradford / Madison	Signal	30	27	NO	NO	NO	YES	YES	YES
11	Ruby / Twilight	Stop	89	89	NO	NO	NO	YES	NO	YES
12	Placentia / Lewis	Signal	68	35	YES	NO	NO	NO	NO	NO
13	Placentia / Bastanchury	Signal	12	10	NO	NO	NO	NO	NO	NO
14	Kraemer / Patrician	Signal	66	59	NO	NO	NO	NO	NO	NO
15	Chapman / Central	Signal	11	7	NO	NO	NO	NO	NO	NO
16	Yorba Linda / Kilt	NONE	15	15	NO	NO	NO	YES	YES	YES
TOTAL					YES = 2 NO = 14			YES = 9 NO = 7		

¹ Red number = Fewer than the minimum 40 school pedestrians required to meet the CA MUTCD guidelines.² Green highlighting = Location meets the CA MUTCD guidelines for a crossing guard.³ Blue highlighting = Location meets City Policy No. 606 requirements for a crossing guard.



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY DIRECTOR OF COMMUNITY SERVICES

DATE: MAY 7, 2013

SUBJECT: **ACCEPTANCE OF RESIGNATION AND TEMPORARY SUSPENSION OF THE CULTURAL ARTS COMMISSION**

FISCAL
IMPACT: NONE

SUMMARY:

The City's Cultural Arts Commission has experienced a great deal of turnover in the past year with six (6) Commissioners resigning and two (2) Commissioners not seeking reappointment. Recently, the City Council had to reduce the number of Commissioners from nine (9) to seven (7) to allow the Commission to meet quorum requirements. On April 15, 2013, the City received a letter of resignation from Maria Gibbs, Cultural Arts Commissioner. The resignation leaves only three (3) appointed members of the seven (7) member Commission, which is an insufficient number to meet quorum requirements for public meetings. Due to the many resignations from the Cultural Arts Commission, Council Member Underhill requested a review of the Commission to determine the cause of these resignations and the next steps to be taken. This item recommends accepting the most recent resignation from Maria Gibbs, temporarily suspending the Commission and having staff continue Cultural Arts activities, and relieve all current Commissioners from their positions until the Commission can be re-established through the annual recruitment process.

RECOMMENDATION:

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

1. Accept the resignation of Maria Gibbs (Cultural Arts Commission), and
2. Temporarily Suspend the Cultural Arts Commission and direct staff to handle all Commission activities and functions, and
3. Relieve the three (3) remaining Cultural Arts Commissioners from their positions, with appreciation, and
4. Open the annual application/recruitment process for all positions on the Cultural Arts Commission.

4.b.

May 7, 2013

DISCUSSION:

In light of the number of resignations from the Cultural Arts Commission, Council Member Underhill requested staff to look into the underlying cause(s) behind the resignations. While there appears to be several reasons why individual Commissioners have elected to resign, a common concern seems to be the Commission's leadership. Over the past twelve months, the Cultural Arts Commission membership has dropped from nine (9) members down to only three (3).

On April 15, 2013, Commissioner Maria Gibbs tendered her resignation. With the resignation of Ms. Gibbs, the Cultural Arts Commission no longer meets the minimum number of members necessary to meet minimum public meeting quorum requirements. Until such time as the Commission has a sufficient number of members to hold a meeting, it is recommended that the Commission be suspended and all Commission functions and activities be handled by staff. In addition, it is further recommended that the role of the Commission be re-examined to ensure that the scope of their responsibilities are reasonable and appropriate to avoid overwhelming the volunteers, which may have contributed toward the recent high turnover.

Finally, since the Commission can no longer meet and its functions will be temporarily handled by staff, it is recommended that the three (3) remaining Commissioners be thanked for their service to the community and relieved from their positions until roles and responsibilities for the Cultural Arts Commission are re-established. An open recruitment will take place for all seven (7) Cultural Arts Commissioner positions as part of the City's annual recruitment process and all previous Commissioners will be encouraged to apply if interested.

Prepared by:

Reviewed and approved:

for 
Jonathan K. Nicks
Deputy Director of Community Services


Troy L. Butzlaff, ICMA-CM
City Administrator

Reviewed and approved:


Stephen D. Pischel
Director of Administrative Services/
Community Services

Attachments:

Maria Gibbs Resignation Letter

April 15, 2013

Steve Pischel
Director of Administrative Services
City of Placentia
401 E. Chapman Ave.
Placentia, CA 92870

Dear Mr. Pischel,

Sadly, I find I must resign my position as part of the Cultural Arts Commission. I am unable to continue in this capacity for personal reasons. Of course I will always support the cultural arts and other city functions as a member of our wonderful community.

I also want to thank you and our city council members for having given me the opportunity to participate in this very important commission.

Sincerely yours,

Maria Gibbs

Maria Gibbs

*Received from Maria Gibbs - 4/15/13 - 3:00 p.m.
Dinkel*