



Regular Meeting Agenda

December 16, 2014

Placentia City Council

Placentia City Council as Successor to the

Placentia Redevelopment Agency

Placentia Industrial Commercial

Development Authority

Chad P. Wanke
Mayor

Jeremy B. Yamaguchi
Mayor Pro Tem

Craig S. Green
Council Member

Scott W. Nelson
Council Member

Constance M. Underhill
Council Member

Patrick J. Melia
City Clerk

Vacant
City Treasurer

Troy L. Butzlaff, ICMA-CM
City Administrator

Andrew V. Arczynski
City Attorney

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

Phone: (714) 993-8117

Fax: (714) 961-0283

Email:

administration@placentia.org

Website: www.placentia.org

Mission Statement

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

Vision Statement

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

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

Procedures for Addressing the Council/Board Members

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

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

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

Special Accommodations

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

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

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

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING AGENDA – EXECUTIVE SESSION
December 16, 2014
4:00 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER:

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

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

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

CITY COUNCIL:

1. Pursuant to Government Code Section 54956.9(d)(2) for Conference with Legal Counsel Regarding Anticipated Litigation – One (1) Item
2. Pursuant to Government Code Section 54956.9(d)(4) for Conference with Legal Counsel Regarding the Initiation of Litigation – Two (2) Items
3. Pursuant to Government Code Section 54956.8 Conference with Real Property Negotiator:
 - a. Property: 207-209 W. Crowther Ave APN: 339-402-05; 07; 08; 11
City Negotiator: Troy L. Butzlaff, City Administrator
Negotiating Parties: Patrick Helgeson, Newport Equities
Under Negotiations: Price and Terms of Payment

SUCCESSOR AGENCY: None

ICDA:

1. Pursuant to Government Code Section 54956.8 Conference with Real Property Negotiator:
 - a. Property: 380 S. Placentia Avenue APN: 339-441-02
City Negotiator: Troy L. Butzlaff, Executive Director
Negotiating Parties: Larry West, Partner, Premier Automotive
Under Negotiations: Price and Terms of Payment

RECESS: The City Council and Boards of Directors will recess to their 5:00 p.m. City Treasurer Candidate Interviews.

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING AGENDA- CITY TREASURER CANDIDATE INTERVIEWS**

December 16, 2014

**5:00 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER:

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

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 maximum time limit for each individual addressing the City Council and Boards of Directors.

CITY COUNCIL:

a. Interviews of City Treasurer Candidates (listed alphabetically)

- Robert S. Cohen
- John Cullum
- Dwayne DeRose
- Kevin Larson
- Richard D. Wiedemann

Outline of the procedure

1. Process overview
2. Candidate's opening statement
3. City Council pose questions of candidates

Selection and appointment of a City Treasurer will be made during the 7:00 p.m. Regular Meeting.

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

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING AGENDA
December 16, 2014
7:00 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER:

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

INVOCATION: Police Chaplain Kenneth Milhander

PLEDGE OF ALLEGIANCE:

PRESENTATIONS:

- a. Employee of the Quarter- General Employees
Presenters: Mayor Wanke and City Administrator Butzlaff

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.l.):

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**
Fiscal Impact: None
Recommended Action: Approve

- b. **City Fiscal Year 2014-15 Check Register for December 16, 2014**
Fiscal Impact: \$815,091.24
Recommended Action: It is recommended that the City Council:
 1) Receive and file
- c. **Approval of Plans and Specifications and Award of Contract to AEGIS ITS, INC., for the Pedestrian Signal Replacement Project**
Fiscal Impact: Expense: \$43,867
 Offsetting Revenue: \$39,480 Safe Routes to School Grant Funding & \$4,387 Gas Tax
 Budgeted: \$194,200 (Account No.: 333552-6185 J/L 61114)
Recommended Action: It is recommended that the City Council:
 1) Approve the Plans and Specifications Dated November 4, 2014 for the Pedestrian Signal Replacement Project
 2) Award of Construction Contract to the Lowest Responsive and Responsible Bidder, AEGIS ITS, INC., for an Amount Not-to-Exceed \$38,145.11
 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 in an Aggregate Amount Not-to-Exceed 15% of the Project Construction Cost
 5) Authorize the City Administrator to Execute Contract Documents on Behalf of the City, in a Form Approved by the City Attorney
- d. **Lease Agreement with Los Angeles SMSA Limited Partnership DBA Verizon Wireless for Wireless Facility at 600 Loyola Drive (APN: 340-402-01, 340-461-12, 13 and 24) AKA Richard Samp Park**
Fiscal Impact: Revenue: \$181,988 Over a Five (5) Year Lease Term
Recommended Action: It is recommended that the City Council:
 1) Approve a Lease Agreement with Los Angeles SMSA Limited Partnership dba Verizon Wireless in a Form Approved by the City Attorney, for an Initial Term of Five (5) Years, with the Possibility of Four (4) Additional Five (5) Year Term Renewals
 2) Authorize the City Administrator to Execute the Lease, Applicable Documents and Renewal Terms
- e. **Recommendation to Approve Master Funding Agreement No. C-1-2778 for the Catch Basin Insert Project Utilizing Orange County Transportation Authority Measure M2 Grant Funding and Budget Resolution Adjusting Budget Accordingly**
Fiscal Impact: Expense: \$80,000
 Offsetting Revenue: \$60,000 Measure M2 Funding, \$20,000 Used Oil Collection Grant Match
 Budgeted: \$80,000 (Account No.,: 33356-6185 J/L 61122)
Recommended Action: It is recommended that the City Council:
 1) Approve M2 CTFP Master Funding Agreement No. C-1-2778
 2) Adopt Resolution No. R-2014-xx, A Resolution of the City Council of the City of Placentia, Approving M2 CTFP Master Funding Agreement No. C-1-2778 with the Orange County Transportation Authority for Measure M2 Funding for the Catch Basin Insert Project
 3) Adopt Resolution No. R-2014-____, A Resolution of the City Council of the City of Placentia, California, authorizing a budget amendment in Fiscal Year 2014-15 increasing the City Capital Budget by \$25,000 and adjusting the project funding in compliance with City Charter §§ 1206 and 1209 pertaining to appropriations for actual expenditures
 4) Authorize the Public Works Manager to execute the Master Funding Agreement on behalf of the City, in a form approve by the City Attorney

- f. **Renewed Measure M (M2) Expenditure Report for Fiscal Year 2013-14**
Fiscal Impact: None
Recommended Action: It is recommended that the City Council:
 1) Adopt Resolution No. R-2014-xx, A Resolution of the City Council of the City of Placentia, California, To Receive and File the M2 Expenditure Report for Fiscal Year 2013-14
- g. **Recommendation to Accept and Record Grant Deed and Public Utility Easement Deed for the Placentia Avenue Grade Separation Project**
Fiscal Impact: Expense: None
Recommended Action: It is recommended that the City Council:
 1) Accept the Attached Grant Deed and Public Utility Easement Deed for the Project
 2) Authorize the Mayor to Sign the Acceptance Certificate for the Grant Deed and Public Utility Easement Deed on Behalf of the City
 3) Direct the City Clerk to Endorse the Grant Deed and Public Utility Easement Deed which Embodies the Acceptance of Said Right-of-Way Easements, and Cause the Documents to be Submitted to the Orange County Clerk Recorder for Recording of the Documents
- h. **Recommendation to Approve Award of Consultant Services Agreement to Albert Grover & Associates for Traffic Engineering Services**
Fiscal Impact: Expense: Not-to-Exceed \$90,000 Per Year
 Offsetting Revenue: Engineering Revenues/Deposits
 Budgeted: As-Needed Engineering (Account No.: 103550-6015)
Recommended Action: It is recommended that the City Council:
 1) Award a Consultant Services Agreement to Albert Grover & Associates for Traffic Engineering Services
 2) Authorize the City Administrator to sign the Required Documents, in a Form Approved by the City Attorney
- i. **Approval of Lease Agreement for Police Impound/Evidence Storage Facility**
Fiscal Impact: Expense: \$132,432 first year, subject to 1% annual escalator thereafter
 Revenues: \$428,000 in storage and release fees from vehicle impounds in FY 2014-15 (estimated)
Recommended Action: It is recommended that the City Council:
 1) Approve a Lease Agreement, in a Form Acceptable to the City Attorney, with Karagines Family Trust and the Dennis and Deborah Sigalos Family Trust for the Property Located at 166 E. La Jolla Street for a Thirty-Six (36) Month Term at a First Year Lease Amount of \$132,432 with 1% Annual Escalations in the Lease Amount Each Year Thereafter Through the End of the Lease and Any Optional Extensions Thereto
 2) Authorize the City Administrator to Execute All Documents Necessary to Effectuate the Lease Agreement
- j. **June 2014 through October 2014 Treasurer's Reports**
Fiscal Impact: Expense: None
Recommended Action: It is recommended that the City Council:
 1) Receive and File the June 2014 Through October 2014 Treasurer's Reports

k. **Authorization to Purchase a 2015 Ford Interceptor Replacement of Police Vehicle in an amount not to exceed \$40,000**

Fiscal Impact: Expense: \$ 40,000 (Account No. 410000-6842)

Offsetting Revenue: \$ 40,000 (Account No. 410000-4710)

Budgeted: \$ 0

Unbudgeted: \$40,000 Not to exceed

Recommended Action: It is recommended that the City Council:

1. Approve the purchase of a 2015 Ford Interceptor from Wondries Fleet Group and purchase and installation of all necessary equipment; and
2. Adopt Resolution No. R-2014__, A Resolution of the City Council of the City of Placentia, California, authorizing a budget amendment in fiscal year 2014-15 in the amount of \$40,000 in compliance with the City Charter sections 1206 and 1209 pertaining to the appropriations for actual expenditures.

l. **Approve an Amendment to the Exclusive Negotiating Agreement (ENA) with Newport Equities, LLC., Extending the Term for an Additional Ninety (90) Day Period to Facilitate Continued Negotiations Regarding the Development of a Proposed Multi-Family Development on City Owned Property**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

1. Approve an Amendment to the Exclusive Negotiating Agreement (ENA) with Newport Equities, LLC., Extending the Term for an Additional Ninety (90) Day Period of Time to Facilitate the Preparation of a Purchase and Sale Agreement for the Packing House site; and
2. Authorize the Mayor to execute the Amendment to the ENA on behalf of the City.

SUCCESSOR AGENCY CONSENT CALENDAR: None

ICDA CONSENT CALENDAR: None

2. PUBLIC HEARINGS:

COUNCIL/SUCCESSOR AGENCY/ICDA: None

COUNCIL: None

SUCCESSOR AGENCY: None

ICDA: None

3. OLD BUSINESS:

COUNCIL/SUCCESSOR AGENCY/ICDA OLD BUSINESS: None

COUNCIL OLD BUSINESS:

a. **Appointment to the City Treasurer Position**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Make an appointment to the City Treasurer Position for the Balance of the Unexpired Term Ending December 2016.

SUCCESSOR AGENCY OLD BUSINESS: None

ICDA OLD BUSINESS: None

4. NEW BUSINESS:

COUNCIL/SUCCESSOR AGENCY/ICDA NEW BUSINESS: None

COUNCIL NEW BUSINESS:

a. **Annual City Council Appointments to Various Intergovernmental Agencies, Associations, and City Subcommittees**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Review the Attached List of Current Appointments to the Various Intergovernmental Agencies, Associations, and City Subcommittees and Make Appointments as Desired
- 2) Adopt Resolution No. R-2014-xx, A Resolution of the City Council of the City of Placentia, California, Designating and Appointing its Representative and Alternate to the Orange County Fire Authority's Board of Directors
- 3) Direct Staff to Notify the Various Intergovernmental Agencies, Associations, and City Subcommittees of the City Council Appointments

b. **Formation of a Citizens Fiscal Sustainability Task Force**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Consider the formation of a Citizens Fiscal Sustainability Task Force
- 2) Provide Direction to Staff as appropriate

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 January 6, 2015 at 5:30 p.m.

TENTATIVE AGENDA FORECAST

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

January 6, 2015

- Anticipated Cancellation Due to Lack of Business

CERTIFICATION OF POSTING

I, Rosanna Ramirez, Interim Chief Deputy City Clerk of the City of Placentia and Assistant Secretary of the Industrial Commercial Development Authority and Successor Agency, hereby certify that the Agenda for the December 16, 2014 meetings of the City Council, Successor Agency, and Industrial Commercial Development Authority was posted on December 11, 2014.

Rosanna Ramirez,
Interim Chief Deputy City Clerk

City of Placentia

Check Register

For 12/16/2014

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

Grand Total: 815,091.24

Check Totals by ID

AP	808,177.22
EP	6,914.02
IP	0.00
OP	0.00

Fund Name

Check Totals by Fund

101-General Fund (0010)	149,565.64
208-Scessr Agency Ret Oblg (0054)	1,397.50
225-Asset Seizure (0021)	272.41
265-Landscape Maintenance (0029)	17,792.93
275-Sewer Maintenance (0048)	5,397.29
401-City Capital Projects (0033)	45,347.40
501-Refuse Administration (0037)	422,123.26
601-Employee Health & Wlfre (0039)	128,961.58
605-Risk Management (0040)	3,153.14
615-Information Technology (0042)	504.62
701-Special Deposits (0044)	40,575.47

Void Total: 0.00

Check Total: 815,091.24

Check Total: 815,091.24

LEGEND

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

*Reviewed & approved
Linda S. Magnusson*

**City of Placentia
Check Register
For 12/10/2014**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW IP	MANAGED MOBILE INC V009496	VEHICLE MAINTENANCE	103658-6290 Dept. Contract Services	TK120114	625.04	65461	P10376	00085911	12/01/2014
MW IP	MANAGED MOBILE INC V009496	VEHICLE MAINTENANCE	103658-6290 Dept. Contract Services	TK120114	145.80	65578	P10376	00085911	12/01/2014
MW IP	MANAGED MOBILE INC V009496	VEHICLE MAINTENANCE	103658-6290 Dept. Contract Services	TK120114	845.73	65678	P10376	00085911	12/01/2014
MW IP	MANAGED MOBILE INC V009496	VEHICLE MAINTENANCE	103658-6290 Dept. Contract Services	TK120114	2,352.42	65766	P10376	00085911	12/01/2014
MW IP	MANAGED MOBILE INC V009496	VEHICLE MAINTENANCE	103658-6290 Dept. Contract Services	TK120114	467.52	65767	P10376	00085911	12/01/2014
Check Total:					4,436.51				
MW IP	REPUBLIC WASTE SERVICESOCT REFUSE COLLECTION V007205		374386-6101 Disposal	TK120114	210,251.16	676-001996905	P10426	00085912	12/01/2014
Check Total:					210,251.16				
MW OH	CALIFORNIA STATE V004813	P/E 11/22/14 PD DATE 11/28/14	0010-2196 Garnishments W/H	PY14024	461.53	2700/1401024		00085913	12/01/2014
Check Total:					461.53				
MW OH	CALPERS LONG-TERM CAREP/E 11/22/14 PD DATE 11/28/14 V000845		0010-2160 PERS Long Term Care	PY14024	22.10	2630/1401024		00085914	12/01/2014
Check Total:					22.10				
MW OH	GREAT WEST V006983	P/E 11/22/14 PD DATE 11/28/14	0010-2172 Deferred Comp Pay. - Gr West	PY14024	696.82	2607/1401024		00085915	12/01/2014
MW OH	GREAT WEST V006983	P/E 11/22/14 PD DATE 11/28/14	0029-2172 Deferred Comp Pay. - Gr West	PY14024	9.94	2607/1401024		00085915	12/01/2014
MW OH	GREAT WEST V006983	P/E 11/22/14 PD DATE 11/28/14	0048-2172 Deferred Comp Pay. - Gr West	PY14024	21.12	2607/1401024		00085915	12/01/2014
Check Total:					727.88				
MW OH	ORANGE COUNTY V000699	P/E 11/22/14 PD DATE 11/28/14	0010-2176 PCEA/OCEA Assoc Dues	PY14024	255.43	2610/1401024		00085916	12/01/2014

**City of Placentia
Check Register
For 12/10/2014**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	ORANGE COUNTY V000699	P/E 11/22/14 PD DATE 11/28/14	0037-2176 PCEA/OCEA Assoc Dues	PY14024	5.77	2610/1401024		00085916	12/01/2014
MW OH	ORANGE COUNTY V000699	P/E 11/22/14 PD DATE 11/28/14	0029-2176 PCEA/OCEA Assoc Dues	PY14024	8.64	2610/1401024		00085916	12/01/2014
MW OH	ORANGE COUNTY V000699	P/E 11/22/14 PD DATE 11/28/14	0048-2176 PCEA/OCEA Assoc Dues	PY14024	18.76	2610/1401024		00085916	12/01/2014
Check Total:					288.60				
MW OH	PCEA C/O NORTH ORANGE CO V000679	P/E 11/22/14 PD DATE 11/28/14	0029-2176 PCEA/OCEA Assoc Dues	PY14024	0.90	2615/1401024		00085917	12/01/2014
MW OH	PCEA C/O NORTH ORANGE CO V000679	P/E 11/22/14 PD DATE 11/28/14	0048-2176 PCEA/OCEA Assoc Dues	PY14024	1.95	2615/1401024		00085917	12/01/2014
MW OH	PCEA C/O NORTH ORANGE CO V000679	P/E 11/22/14 PD DATE 11/28/14	0010-2176 PCEA/OCEA Assoc Dues	PY14024	26.55	2615/1401024		00085917	12/01/2014
MW OH	PCEA C/O NORTH ORANGE CO V000679	P/E 11/22/14 PD DATE 11/28/14	0037-2176 PCEA/OCEA Assoc Dues	PY14024	0.60	2615/1401024		00085917	12/01/2014
Check Total:					30.00				
MW OH	PLACENTIA POLICE V000839	P/E 11/22/14 PD DATE 11/28/14	0010-2180 Police Mgmt Assn Dues	PY14024	910.48	2625/1401024		00085918	12/01/2014
Check Total:					910.48				
MW OH	PLACENTIA POLICE V003519	P/E 11/22/14 PD DATE 11/28/14	0010-2178 Placentia Police Assoc Dues	PY14024	3,113.37	2620/1401024		00085919	12/01/2014
Check Total:					3,113.37				
MW OH	VANTAGEPOINT TRANSFER V007191	P/E 11/22/14 PD DATE 11/28/14	0010-2170 Deferred Comp Payable - ICMA	PY14024	1,171.63	2606/1401024		00085920	12/01/2014
MW OH	VANTAGEPOINT TRANSFER V007191	P/E 11/22/14 PD DATE 11/28/14	0029-2170 Deferred Comp Payable - ICMA	PY14024	19.17	2606/1401024		00085920	12/01/2014
MW OH	VANTAGEPOINT TRANSFER V007191	P/E 11/22/14 PD DATE 11/28/14	0037-2170 Deferred Comp Payable - ICMA	PY14024	19.51	2606/1401024		00085920	12/01/2014
MW OH	VANTAGEPOINT TRANSFER V007191	P/E 11/22/14 PD DATE 11/28/14	0048-2170	PY14024	28.77	2606/1401024		00085920	12/01/2014

**City of Placentia
Check Register
For 12/10/2014**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V007191		Deferred Comp Payable - ICMA						
				Check Total:	1,239.08				
MW IP	MANAGED MOBILE INC V009496	VEHICLE MAINTENANCE	103658-6290 Dept. Contract Services	ITK1204	1,073.65	65878	P10376	00085921	12/04/2014
				Check Total:	1,073.65				
MW OH	A-1 AUTO BODY AND V005848	AUG TOWING SERVICES	103047-6181 Towing Services	TK120314	2,285.25	AUGUST 14	P10474	00085922	12/04/2014
				Check Total:	2,285.25				
MW OH	ADAMS, STEPHANIE V009598	SR CENTER INSTUCTOR PAYMENT	104071-6060 Instructional Services	TK120314	135.00	120314		00085923	12/04/2014
				Check Total:	135.00				
MW OH	ADMINSURE V004980	NOV WORKERS COMP ADMIN SVS	404580-5165 Workers' Compensation Claims	TK120314	3,153.14	7314		00085924	12/04/2014
				Check Total:	3,153.14				
MW OH	ANGEL, BRYCE V002886	PD TRAINING-MEALS,MILEAGE	103041-6250 Staff Training	TK120314	257.33	30031		00085925	12/04/2014
				Check Total:	257.33				
MW OH	ANTHEM LIFE INSURANCE V000046	NOV OPTIONAL LIFE INSURANCE	0010-2186 Optional Life Insurance	TK120314	5.00	110114A		00085926	12/04/2014
MW OH	ANTHEM LIFE INSURANCE V000046	DEC OPTIONAL LIFE INSURANCE	0010-2186 Optional Life Insurance	TK120314	5.00	12114A		00085926	12/04/2014
				Check Total:	10.00				
MW OH	AT & T V006635	OCT-NOV PUMP STATION PHONE LIN	09595-6215 / 61138-6215 Telephone	TK120314	111.43	111814		00085927	12/04/2014
				Check Total:	111.43				
MW OH	AT & T V008736	NOV-DEC INTERNET CHARGES	109595-6215 Telephone	TK120314	55.00	NOVEMBER 14		00085928	12/04/2014
				Check Total:	55.00				
MW OH	AT&T	OCT-NOV PHONE CHARGES	296561-6215	TK120314	437.25	111714		00085929	12/04/2014

User: Teri Knutson

12/10/2014 :Date

14:14:39 :Time

City of Placentia
Check Register
For 12/10/2014

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V004144		Telephone						
MW OH	AT&T V004144	OCT-NOV PHONE CHARGES	109595-6215 Telephone	TK120314	1,111.36	111714		00085929	12/04/2014
				Check Total:	1,548.61				
MW OH	BALI CONSTRUCTION INC V008755	RETENTION RELEASE	333552-6185 / 6102040155-6185 Construction Services	TK120314	19,216.26	3 FINAL	P10468	00085930	12/04/2014
				Check Total:	19,216.26				
MW OH	BATTERY SYSTEMS V002360	VEHICLE BATTERIES	103658-6134 Vehicle Repair & Maintenance	TK120314	626.13	11-303973		00085931	12/04/2014
				Check Total:	626.13				
MW OH	BELTRAN, LAURA V006627	DEPOSIT REFUND-AGUIRRE	100000-4385 Facility Rental	TK120314	100.00	2000381.002		00085932	12/04/2014
				Check Total:	100.00				
MW OH	CALED V001993	ECON DEV TRAINING REG-LE	102534-6245 Meetings & Conferences	TK120314	25.00	320		00085933	12/04/2014
MW OH	CALED V001993	ECON DEV TRAINING-MCCARTHY	102534-6245 Meetings & Conferences	TK120314	25.00	322		00085933	12/04/2014
				Check Total:	50.00				
MW OH	CALIFORNIA DENTAL V008102	NOV DENTAL PREMIUMS	395000-4720 ISF Dental Ins Reimbursement	TK120314	648.84	NOV 2014		00085934	12/04/2014
MW OH	CALIFORNIA DENTAL V008102	NOV DENTAL PREMIUMS	395083-5162 Dental Insurance Premiums	TK120314	164.42	NOV 2014		00085934	12/04/2014
				Check Total:	813.26				
MW OH	CALIFORNIA PUBLIC V006234	DEC MEDICAL PREMIUMS	395000-4715 ISF Health Ins Reimbursement	TK120314	113,724.59	10000001442068		00085935	12/04/2014
MW OH	CALIFORNIA PUBLIC V006234	DEC MEDICAL PREMIUMS	395083-5161 Health Insurance Premiums	TK120314	12,785.67	10000001442068		00085935	12/04/2014
				Check Total:	126,510.26				
MW OH	CALIFORNIA STATE	AUG IMPOUND FEES	103047-6183	TK120314	542.31	AUG 14	P10482	00085936	12/04/2014

**City of Placentia
Check Register
For 12/10/2014**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V006510		CSUF PD Reimburse Impound Fees						
				Check Total:	542.31				
MW OH	CARDENAS, JOEL V002648	DEC MONTHLY EXPENSES	103650-5001 Salaries/Full-Time Regular	TK120314	50.00	DECEMBER 14		00085937	12/04/2014
				Check Total:	50.00				
MW OH	CITY OF BREA V000125	BUSINESS CARDS-PISCHEL	101512-6315 Office Supplies	TK120314	14.99	6-1972		00085938	12/04/2014
MW OH	CITY OF BREA V000125	BUSINESS CARDS-GREEN	102020-6315 Office Supplies	TK120314	11.26	6-1973		00085938	12/04/2014
MW OH	CITY OF BREA V000125	BUSINESS CARDS-ARRULA	102531-6301 Special Department Supplies	TK120314	18.28	6-1979		00085938	12/04/2014
MW OH	CITY OF BREA V000125	BUSINESS CARDS-REC STAFF	104071-6230 Printing & Binding	TK120314	74.61	6-1983		00085938	12/04/2014
				Check Total:	119.14				
MW OH	CITY OF PLACENTIA V000773	3/16 COMMANDERS MTG-PASCAR	103040-6245 Meetings & Conferences	TK120314	17.00	120414		00085939	12/04/2014
MW OH	CITY OF PLACENTIA V000773	4/16 COMMANDERS MTG-POINT	103040-6245 Meetings & Conferences	TK120314	20.00	120414		00085939	12/04/2014
MW OH	CITY OF PLACENTIA V000773	4/16 COMMANDERS MTG-PASCAR	103040-6245 Meetings & Conferences	TK120314	20.00	120414		00085939	12/04/2014
MW OH	CITY OF PLACENTIA V000773	10/15 COMMANDERS MTG-PASCAR	103040-6245 Meetings & Conferences	TK120314	17.00	120414		00085939	12/04/2014
MW OH	CITY OF PLACENTIA V000773	10/15 COMMANDERS MTG-POINT	103040-6245 Meetings & Conferences	TK120314	17.00	120414		00085939	12/04/2014
MW OH	CITY OF PLACENTIA V000773	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	TK120314	10.00	120414		00085939	12/04/2014
MW OH	CITY OF PLACENTIA V000773	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	TK120314	25.00	120414		00085939	12/04/2014
MW OH	CITY OF PLACENTIA	CRIME LAB PARKING-HOLTSCRAW	103043-6250	TK120314	6.00	120414		00085939	12/04/2014

**City of Placentia
Check Register
For 12/10/2014**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000773		Staff Training						
MW OH	CITY OF PLACENTIA V000773	PD TRAINING PARKING-HOLTSCLA	03043-6250 Staff Training	TK120314	16.50	120414		00085939	12/04/2014
MW OH	CITY OF PLACENTIA V000773	4/16 COMMANDERS MTG-ALEXAN	103040-6245 Meetings & Conferences	TK120314	20.00	120414		00085939	12/04/2014
MW OH	CITY OF PLACENTIA V000773	COURT PARKING-REINKER	103042-6301 Special Department Supplies	TK120314	13.50	120414		00085939	12/04/2014
MW OH	CITY OF PLACENTIA V000773	4/16 COMMANDERS MTG-SMITH	103040-6245 Meetings & Conferences	TK120314	20.00	120414		00085939	12/04/2014
MW OH	CITY OF PLACENTIA V000773	BATTERIES FOR PD	103041-6301 Special Department Supplies	TK120314	7.99	120414		00085939	12/04/2014
MW OH	CITY OF PLACENTIA V000773	COURT PARKING-GLOE	103041-6301 Special Department Supplies	TK120314	6.00	120414		00085939	12/04/2014
MW OH	CITY OF PLACENTIA V000773	ATAC AWARDS REG-ALEXANDER	103041-6301 Special Department Supplies	TK120314	25.00	120414		00085939	12/04/2014
MW OH	CITY OF PLACENTIA V000773	CHIEFS MEDALS	103040-6301 Special Department Supplies	TK120314	24.00	120414		00085939	12/04/2014
MW OH	CITY OF PLACENTIA V000773	CHIEFS MEDALS	103040-6301 Special Department Supplies	TK120314	23.74	120414		00085939	12/04/2014
MW OH	CITY OF PLACENTIA V000773	PD TRAINING PARKING-BUSSE	103040-6250 Staff Training	TK120314	6.00	120414		00085939	12/04/2014
MW OH	CITY OF PLACENTIA V000773	OCTEMA MTG-BUSSE	103040-6245 Meetings & Conferences	TK120314	15.00	120414		00085939	12/04/2014
MW OH	CITY OF PLACENTIA V000773	5/21 COMMANDERS MTG-POINT	103040-6245 Meetings & Conferences	TK120314	17.00	120414		00085939	12/04/2014
MW OH	CITY OF PLACENTIA V000773	5/21 COMMANDERS	103040-6245 Meetings & Conferences	TK120314	17.00	120414		00085939	12/04/2014
MW OH	CITY OF PLACENTIA V000773	5/21 COMMANDERS MTG-SMITH	103040-6245 Meetings & Conferences	TK120314	17.00	120414		00085939	12/04/2014
MW OH	CITY OF PLACENTIA	6/18 COMMANDERS MTG-SMITH	103040-6245	TK120314	17.00	120414		00085939	12/04/2014

**City of Placentia
Check Register
For 12/10/2014**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000773		Meetings & Conferences						
MW OH	CITY OF PLACENTIA V000773	6/18 COMMANDERS MTG-ALEXAN	103040-6245 Meetings & Conferences	TK120314	17.00	120414		00085939	12/04/2014
MW OH	CITY OF PLACENTIA V000773	6/18 COMMANDERS MTG-PASCAR	103040-6245 Meetings & Conferences	TK120314	17.00	120414		00085939	12/04/2014
MW OH	CITY OF PLACENTIA V000773	3/19 COMMANDERS MTG-POINT	103040-6245 Meetings & Conferences	TK120314	17.00	120414		00085939	12/04/2014
MW OH	CITY OF PLACENTIA V000773	2/19 COMMANDERS MTG-POINT	103040-6245 Meetings & Conferences	TK120314	20.00	120414		00085939	12/04/2014
MW OH	CITY OF PLACENTIA V000773	BACKGROUND INVEST MTG-BUSSE	103040-6245 Meetings & Conferences	TK120314	10.00	120414		00085939	12/04/2014
MW OH	CITY OF PLACENTIA V000773	3/16 COMMANDERS MTG-SMITH	103040-6245 Meetings & Conferences	TK120314	17.00	120414		00085939	12/04/2014
				Check Total:	475.73				
MW OH	CLEAR CHOICE LIEN SALES NOV LIEN SERVICES V005847		103047-6182 Lien Services	TK120314	12.50	129E	P10458	00085940	12/04/2014
MW OH	CLEAR CHOICE LIEN SALES NOV LIEN SERVICES V005847		103047-6182 Lien Services	TK120314	12.50	129F	P10458	00085940	12/04/2014
MW OH	CLEAR CHOICE LIEN SALES NOV LIEN SERVICES V005847		103047-6182 Lien Services	TK120314	37.50	135C	P10458	00085940	12/04/2014
MW OH	CLEAR CHOICE LIEN SALES OCT LIEN SERVICES V005847		103047-6182 Lien Services	TK120314	25.00	3480	P10458	00085940	12/04/2014
MW OH	CLEAR CHOICE LIEN SALES NOV LIEN SERVICES V005847		103047-6182 Lien Services	TK120314	25.00	3483	P10458	00085940	12/04/2014
MW OH	CLEAR CHOICE LIEN SALES NOV LIEN SERVICES V005847		103047-6182 Lien Services	TK120314	55.00	441	P10458	00085940	12/04/2014
MW OH	CLEAR CHOICE LIEN SALES OCT LIEN SERVICES V005847		103047-6182 Lien Services	TK120314	7.50	6748	P10458	00085940	12/04/2014
				Check Total:	175.00				
MW OH	COMMERCIAL AQUATIC	NOV WHITTEN POOL MAINT	103554-6130	TK120314	300.00	114-3806		00085941	12/04/2014

**City of Placentia
Check Register
For 12/10/2014**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V005203		Repair & Maint/Facilities						
MW OH	COMMERCIAL AQUATIC V005203	NOV GOMEZ POOL MAINT	103554-6130 Repair & Maint/Facilities	TK120314	300.00	114-3807		00085941	12/04/2014
				Check Total:	600.00				
MW OH	DE LA PAZ, SHARLYN V009396	DEC MONTHLY EXPENSES	103040-5001 Salaries/Full-Time Regular	TK120314	50.00	DECEMBER 14		00085942	12/04/2014
				Check Total:	50.00				
MW OH	DE LA TORRE, EDUARDO V003527	DEC MONTHLY EXPENSES	101514-5001 Salaries/Full-Time Regular	TK120314	20.00	DECEMBER 14		00085943	12/04/2014
MW OH	DE LA TORRE, EDUARDO V003527	DEC MONTHLY EXPENSES	101511-5001 Salaries/Full-Time Regular	TK120314	5.00	DECEMBER 14		00085943	12/04/2014
MW OH	DE LA TORRE, EDUARDO V003527	DEC MONTHLY EXPENSES	374386-5001 Salaries/Full-Time Regular	TK120314	25.00	DECEMBER 14		00085943	12/04/2014
				Check Total:	50.00				
MW OH	DUDEK & ASSOCIATES INC V004114	AUG ENGINEERING SVS	484376-6120 R & M/Sewer & Storm Drain	TK120314	4,165.00	20144311	P10355	00085944	12/04/2014
MW OH	DUDEK & ASSOCIATES INC V004114	OCT ENGINEERING SVS	484356-6017 Special Studies	TK120314	982.80	20145572	P10395	00085944	12/04/2014
				Check Total:	5,147.80				
MW OH	EMPIRE MEDIA V005067	NOV MEDIA SERVICES	441573-6099 Other Professional Services	TK120314	3,551.70	PLA-14-011	P10351	00085945	12/04/2014
				Check Total:	3,551.70				
MW OH	ENGLAND, NORMA V009596	CLASS REFUND	100000-4340 / 79348-4340 Recreation Programs	TK120314	50.00	2000393.002		00085946	12/04/2014
				Check Total:	50.00				
MW OH	EVERBANK COMMERCIAL V009592	OCT-NOV PRINT MGT PROGRAM	109595-6230 Printing & Binding	TK120314	4,014.78	41114577	P10499	00085947	12/04/2014
				Check Total:	4,014.78				
MW OH	FESTIVAL OF ARTS	8/9 EXCURSION TICKETS	104071-6270 / 79506-6270	TK120314	960.00	55097		00085948	12/04/2014

**City of Placentia
Check Register
For 12/10/2014**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000397		Excursions						
				Check Total:	960.00				
MW OH	GARZA, FRANK V009321	PD TRAINING-MEALS,MILEAGE	103047-6250 Staff Training	TK120314	321.85	31002		00085949	12/04/2014
				Check Total:	321.85				
MW OH	GAS CO, THE V000909	OCT-NOV GAS CHARGES	109595-6340 / 61139-6340 Natural Gas	TK120314	16.33	112614		00085950	12/04/2014
MW OH	GAS CO, THE V000909	OCT-NOV GAS CHARGES	109595-6340 Natural Gas	TK120314	465.66	112614		00085950	12/04/2014
				Check Total:	481.99				
MW OH	GE CAPITAL V008085	DEC COPIER LEASE-REC	374386-6175 Office Equipment Rental	TK120314	145.03	61757985	P10279	00085951	12/04/2014
MW OH	GE CAPITAL V008085	DEC COPIER LEASE-REC	109595-6175 Office Equipment Rental	TK120314	145.03	61757985	P10279	00085951	12/04/2014
MW OH	GE CAPITAL V008085	DEC COPIER LEASE-ADMIN	374386-6175 Office Equipment Rental	TK120314	164.58	61765868	P10280	00085951	12/04/2014
MW OH	GE CAPITAL V008085	DEC COPIER LEASE-ADMIN	109595-6175 Office Equipment Rental	TK120314	164.58	61765868	P10280	00085951	12/04/2014
				Check Total:	619.22				
MW OH	GOLDEN STATE WATER V000928	SEPT-NOV WATER CHARGES	296561-6335 Water	TK120314	16,948.37	112114		00085952	12/04/2014
MW OH	GOLDEN STATE WATER V000928	SEPT-NOV WATER CHARGES	109595-6335 Water	TK120314	25,658.51	112114		00085952	12/04/2014
				Check Total:	42,606.88				
MW OH	ARCZYNSKI, ANDREW V V005588	NOV LITIGATION SERVICES	101005-6006 Litigation	TK120414	993.00	113014	P10383	00085953	12/04/2014
MW OH	ARCZYNSKI, ANDREW V V005588	NOV LEGAL SERVICES	101005-6005 Legal Services	TK120414	31,273.92	113014	P10383	00085953	12/04/2014
				Check Total:	32,266.92				

**City of Placentia
Check Register
For 12/10/2014**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	AT & T MOBILITY V008709	OCT-NOV IPAD CHARGES	109595-6215 Telephone	TK120414	461.20	X11152014		00085954	12/04/2014
				Check Total:	461.20				
MW OH	BURKE WILLIAMS & V006247	OCT LEGAL SERVICES	101005-6005 Legal Services	TK120414	10,918.77	183570	P10388	00085955	12/04/2014
				Check Total:	10,918.77				
MW OH	HALO CONFIDENTIAL V008544	1 BACKGROUND SCREENING	103040-6290 Dept. Contract Services	TK120414	900.00	0036	P10301	00085956	12/04/2014
				Check Total:	900.00				
MW OH	HENDRICKSON, ERIC V007376	DEC MONTHLY EXPENSES	102021-5001 Salaries/Full-Time Regular	TK120414	50.00	DECEMBER 14		00085957	12/04/2014
				Check Total:	50.00				
MW OH	HR GREEN INC V007928	OCT ENGINEERING SVS	333552-6015 / 6105615155-6015 Engineering Services	TK120414	7,799.00	95273	P10389	00085958	12/04/2014
				Check Total:	7,799.00				
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6301 Special Department Supplies	TK120414	351.93	2146393-00		00085959	12/04/2014
				Check Total:	351.93				
MW OH	KEY GOVERNMENT FINANCEAN V007864	PHONE SYSTEM LEASE	333523-6840 / 30016-6840 Machinery & Equipment	TK120414	3,000.92	153495001501	P10273	00085960	12/04/2014
				Check Total:	3,000.92				
MW OH	KEYSTONE UNIFORMS V009178	DISPATCHER UNIFORM	103043-6360 / 50080-6360 Uniforms	TK120414	191.69	7033		00085961	12/04/2014
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS-FIELD SVS	103041-6360 Uniforms	TK120414	180.32	7029	P10324	00085961	12/04/2014
				Check Total:	372.01				
MW OH	KOSMONT COMPANIES V006131	OCT REAL ESTATE ADVISORY SVS	547525-6099 Other Professional Services	TK120414	1,397.50	0046	P10431	00085962	12/04/2014
				Check Total:	1,397.50				

**City of Placentia
Check Register
For 12/10/2014**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	LE-NGUYEN, MAGGIE V007345	MMASC CONF MILEAGE-LE	101512-6245 Meetings & Conferences	TK120414	106.36	112614		00085963	12/04/2014
MW OH	LE-NGUYEN, MAGGIE V007345	DEC MONTHLY EXPENSES	101511-5001 Salaries/Full-Time Regular	TK120414	35.00	DECEMBER 14		00085963	12/04/2014
MW OH	LE-NGUYEN, MAGGIE V007345	DEC MONTHLY EXPENSES	102534-5001 Salaries/Full-Time Regular	TK120414	10.00	DECEMBER 14		00085963	12/04/2014
MW OH	LE-NGUYEN, MAGGIE V007345	DEC MONTHLY EXPENSES	103650-5001 Salaries/Full-Time Regular	TK120414	5.00	DECEMBER 14		00085963	12/04/2014
Check Total:					156.36				
MW OH	LEGAL SHIELD V008104	NOV LEGAL SERVICES	0010-2192 Police Legal Services	TK120414	425.72	112414A		00085964	12/04/2014
MW OH	LEGAL SHIELD V008104	NOV LEGAL SERVICES	0048-2192 Police Legal Services	TK120414	23.38	112414A		00085964	12/04/2014
MW OH	LEGAL SHIELD V008104	NOV LEGAL SERVICES	0029-2192 Police Legal Services	TK120414	5.95	112414A		00085964	12/04/2014
MW OH	LEGAL SHIELD V008104	NOV LEGAL SERVICES	0037-2192 Police Legal Services	TK120414	16.15	112414A		00085964	12/04/2014
Check Total:					471.20				
MW OH	MADRIGAL, RAUL V002903	SPRING TUTION REIMBURSEMENT	109595-5150 Tuition Reimbursement	TK120414	599.43	112014		00085965	12/04/2014
Check Total:					599.43				
MW OH	MAKE IT PERSONAL V000646	NAME BADGE-GREEN	101001-6301 Special Department Supplies	TK120414	10.32	798035		00085966	12/04/2014
Check Total:					10.32				
MW OH	MAKOWSKI, ROBERT V005712	DEC MONTHLY EXPENSES	103041-5001 Salaries/Full-Time Regular	TK120414	42.50	DECEMBER 14		00085967	12/04/2014
MW OH	MAKOWSKI, ROBERT V005712	DEC MONTHLY EXPENSES	374386-5001 Salaries/Full-Time Regular	TK120414	7.50	DECEMBER 14		00085967	12/04/2014
Check Total:					50.00				

**City of Placentia
Check Register
For 12/10/2014**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	MCCONAHA, MICHAEL V002517	DEC MONTHLY EXPENSES	103550-5001 Salaries/Full-Time Regular	TK120414	50.00	DECEMBER 14		00085968	12/04/2014
					Check Total:	50.00			
MW OH	MCKENZIE, TOM V006560	PD TRAINING-MEALS	103042-6250 Staff Training	TK120414	24.00	7110		00085969	12/04/2014
					Check Total:	24.00			
MW OH	METZ, ROBIN V003957	12/2 OFFICIATING SVS	104071-6275 / 79364-6275 Officiating	TK120414	12.50	120214		00085970	12/04/2014
MW OH	METZ, ROBIN V003957	12/9 OFFICIATING SVS	104071-6275 / 79364-6275 Officiating	TK120414	12.50	120914		00085970	12/04/2014
					Check Total:	25.00			
MW OH	MINNESOTA LIFE INSURANCE V000627	DEC LIFE INSURANCE PREMIUM	101511-5163 Life Insurance Premiums	TK120414	644.40	NOV 14		00085971	12/04/2014
					Check Total:	644.40			
MW OH	NELSON/NYGAARD V009556	OCT CONSULTING SERVICES	109595-6999 Other Expenditure	TK120414	3,385.50	62570	P10471	00085972	12/04/2014
					Check Total:	3,385.50			
MW OH	NGUYEN, MICHAEL V005291	DEC MONTHLY EXPENSES	102021-5001 Salaries/Full-Time Regular	TK120414	50.00	DECEMBER 14		00085973	12/04/2014
					Check Total:	50.00			
MW OH	OCGIA V008130	OCGIA MEMBERSHIP-MCKENZIE	103042-6255 Dues & Memberships	TK120414	25.00	112414		00085974	12/04/2014
MW OH	OCGIA V008130	OCGIA MEMBERSHIP-UCEDA	103042-6255 Dues & Memberships	TK120414	25.00	112414		00085974	12/04/2014
MW OH	OCGIA V008130	OCGIA MEMBERSHIP-PERRY	103042-6255 Dues & Memberships	TK120414	25.00	112414		00085974	12/04/2014
					Check Total:	75.00			
MW OH	OFFICE INDUSTRIES V007477	RECYCLED PAPER	374386-6315 Office Supplies	TK120414	244.13	047621		00085975	12/04/2014

**City of Placentia
Check Register
For 12/10/2014**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	OFFICE INDUSTRIES V007477	RECYCLED PAPER	374386-6315 Office Supplies	TK120414	244.13	047734		00085975	12/04/2014
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	TK120414	220.59	0478641	P10337	00085975	12/04/2014
					Check Total:	708.85			
MW OH	ORANGE COUNTY V000698	JULY-SEPT SEWER FACILITY FEES	0044-2037 County Sanitation Dist Fee	TK120414	36,414.45	93014		00085976	12/04/2014
					Check Total:	36,414.45			
MW OH	ORANGE COUNTY SHERIFF V007556	FTO UPDATE REG-UCEDA	103042-6250 Staff Training	TK120414	55.00	7002		00085977	12/04/2014
MW OH	ORANGE COUNTY SHERIFF V007556	FTO UPDATE REG-MCKENZIE	103042-6250 Staff Training	TK120414	55.00	7002		00085977	12/04/2014
					Check Total:	110.00			
MW OH	ORTEGA, JEANETTE V007724	DEC MONTHLY EXPENSES	101572-5001 Salaries/Full-Time Regular	TK120414	50.00	DECEMBER 14		00085978	12/04/2014
					Check Total:	50.00			
MW OH	PAK WEST PAPER & V000815	JANITORIAL SUPPLIES	103554-6301 Special Department Supplies	TK120414	1,674.50	PINV159651		00085979	12/04/2014
					Check Total:	1,674.50			
MW OH	PARS V006999	NOV TRUST ADMIN SERVICES	395083-6025 Third Party Administration	TK120414	407.18	30118		00085980	12/04/2014
					Check Total:	407.18			
MW OH	PRINCIPAL LIFE V008141	NOV DENTAL PREMIUMS	395083-5162 Dental Insurance Premiums	TK120414	666.40	NOV 2014		00085981	12/04/2014
MW OH	PRINCIPAL LIFE V008141	NOV DENTAL PREMIUMS	395000-4720 ISF Dental Ins Reimbursement	TK120414	564.48	NOV 2014		00085981	12/04/2014
					Check Total:	1,230.88			
MW OH	PRIORITY MAILING SYSTEM V006760	BOSTAGE MACHINE INK	109595-6301 Special Department Supplies	TK120414	258.99	SWINV374094		00085982	12/04/2014

**City of Placentia
Check Register
For 12/10/2014**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	258.99				
MW OH	PRO FORCE LAW V003428	PD EQUIPMENT	103041-6301 Special Department Supplies	TK120414	48.56	219857		00085983	12/04/2014
				Check Total:	48.56				
MW OH	PURE WATER TECHNOLOGY V009593	NOV PD WATER SERVICE	103041-6301 Special Department Supplies	TK120414	97.20	76275		00085984	12/04/2014
				Check Total:	97.20				
MW OH	RADOMSKI, DAVID V002832	PD TRAINING-RENTAL CAR, MEALS	103041-6250 Staff Training	TK120414	421.08	3109		00085985	12/04/2014
				Check Total:	421.08				
MW OH	RANDOLPH, NATE V008394	10/28 OFFICIATING SVS	104071-6275 / 79364-6275 Officiating	TK120414	25.00	102814		00085986	12/04/2014
				Check Total:	25.00				
MW OH	SALGUERO, JODY V009594	FACILITY REFUND	100000-4385 Facility Rental	TK120414	10.00	2000392.002		00085987	12/04/2014
				Check Total:	10.00				
MW OH	SECURITY DESIGN CONCEPTS V008347	SEPT-OCT PLAN REVIEW SVS	102531-6290 Dept. Contract Services	TK120414	108.00	14050		00085988	12/04/2014
MW OH	SECURITY DESIGN CONCEPTS V008347	SEPT-OCT PLAN REVIEW SVS	0044-2048 / 45050-2048 Engineering Plan Check Deposit	TK120414	67.50	14050		00085988	12/04/2014
				Check Total:	175.50				
MW OH	SHRED-IT LOS ANGELES V000905	10/25 DOC SHRED SVS	374386-6299 Other Purchased Services	TK120414	500.00	9404376183		00085989	12/04/2014
MW OH	SHRED-IT LOS ANGELES V000905	11/5 DOC SHRED SVS	374386-6299 Other Purchased Services	TK120414	92.74	9404427464		00085989	12/04/2014
MW OH	SHRED-IT LOS ANGELES V000905	11/19 DOC SHRED SVS	374386-6299 Other Purchased Services	TK120414	92.74	9404494674		00085989	12/04/2014
				Check Total:	685.48				
MW OH	SMITH, WARD	DEC MONTHLY EXPENSES	103040-5001	TK120414	50.00	DECEMBER 14		00085990	12/04/2014

**City of Placentia
Check Register
For 12/10/2014**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V002806		Salaries/Full-Time Regular						
				Check Total:	50.00				
MW OH	SOUTHERN CALIFORNIA V000910	OCT-NOV ELECTRICAL CHARGES	109595-6330 Electricity	TK120414	6,512.45	112914		00085991	12/04/2014
MW OH	SOUTHERN CALIFORNIA V000910	OCT-NOV ELECTRICAL CHARGES	0010-1232 Accts Rec/City of Anaheim	TK120414	26.04	112914		00085991	12/04/2014
MW OH	SOUTHERN CALIFORNIA V000910	OCT-NOV ELECTRICAL CHARGES	296561-6330 Electricity	TK120414	112.91	112914		00085991	12/04/2014
MW OH	SOUTHERN CALIFORNIA V000910	OCT-NOV ELECTRICAL CHARGES	0010-1224 AR/City of Fullerton	TK120414	145.59	112914		00085991	12/04/2014
				Check Total:	6,796.99				
MW OH	SPRINT V006533	OCT-NOV PD RELAY SVS	109595-6215 Telephone	TK120414	37.99	313574471-037		00085992	12/04/2014
				Check Total:	37.99				
MW OH	SWCA ENVIRONMENTAL V009571	PACKING HOUSE HISTORICAL DOCS	333552-6185 / 61133-6185 Construction Services	TK120414	14,989.01	34811	P10481	00085993	12/04/2014
				Check Total:	14,989.01				
MW OH	TATRO, LINDA V009597	DEPOSIT REFUND-BACKS	100000-4385 Facility Rental	TK120414	150.00	20000394.002		00085994	12/04/2014
				Check Total:	150.00				
MW OH	TD GRAPHICS V006944	PD CITATION FORMS	103043-6301 Special Department Supplies	TK120414	2,705.94	5772	P10501	00085995	12/04/2014
				Check Total:	2,705.94				
MW OH	TIME WARNER CABLE V004450	NOV-DEC CABLE CHARGES	109595-6215 Telephone	TK120414	249.21	111414		00085996	12/04/2014
MW OH	TIME WARNER CABLE V004450	NOV-DEC FIBER CHARGES	109595-6215 Telephone	TK120414	1,173.84	111514		00085996	12/04/2014
MW OH	TIME WARNER CABLE V004450	NOV-DEC FIBER CHARGES	109595-6215 Telephone	TK120414	1,798.71	112114		00085996	12/04/2014

City of Placentia
Check Register
For 12/10/2014

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
					Check Total:	3,221.76			
MW OH	TRIPEPI SMITH & V007848	11/3-10 IT CONSULTING SVS	421523-6290 Dept. Contract Services	TK120414	343.75	1247	P10432	00085997	12/04/2014
					Check Total:	343.75			
MW OH	TURBO DATA SYSTEMS INC V001238	OCT PARKING CITATION PROCESSING	03047-6099 Other Professional Services	TK120414	1,619.83	22064	P10315	00085998	12/04/2014
					Check Total:	1,619.83			
MW OH	UCEDA, JOSE V005936	PD TRAINING-MEALS	103042-6250 Staff Training	TK120414	24.00	11321		00085999	12/04/2014
					Check Total:	24.00			
MW OH	US BANK PARS #6746022400 V008781	PARS/ARS P/E 11/22 PD 11/28	0010-2126 Employee PARS/ARS W/H	TK120414	1,155.11	112614J		00086000	12/04/2014
MW OH	US BANK PARS #6746022400 V008781	PARS/ARS P/E 11/22 PD 11/28	0010-2131 Employer PARS/ARS Payable	TK120414	1,155.11	112614J		00086000	12/04/2014
					Check Total:	2,310.22			
MW OH	VANN, KEVIN V004659	11/18 OFFICIATING SVS	104071-6275 / 79364-6275 Officiating	TK120414	25.00	111814		00086001	12/04/2014
MW OH	VANN, KEVIN V004659	12/2 OFFICIATING SVS	104071-6275 / 79364-6275 Officiating	TK120414	12.50	120214		00086001	12/04/2014
MW OH	VANN, KEVIN V004659	12/9 OFFICIATING SVS	104071-6275 / 79364-6275 Officiating	TK120414	12.50	120914		00086001	12/04/2014
					Check Total:	50.00			
MW OH	VERA, SANDRA V009293	DEC MONTHLY EXPENSES	101512-5001 Salaries/Full-Time Regular	TK120414	50.00	DECEMBER 14		00086002	12/04/2014
					Check Total:	50.00			
MW OH	VERIZON WIRELESS V008735	OCT-NOV PD AIRCARDS	109595-6215 Telephone	TK120414	1,289.17	9735781981		00086003	12/04/2014
MW OH	VERIZON WIRELESS V008735	OCT-NOV IPAD CHARGES	109595-6215 Telephone	TK120414	38.01	9735781982		00086003	12/04/2014

**City of Placentia
Check Register
For 12/10/2014**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	VERIZON WIRELESS V008735	OCT-NOV KRAEMER UNDERPASS	109595-6215 / 61139-6215 Telephone	TK120414	38.01	9735788432		00086003	12/04/2014
					Check Total:	1,365.19			
MW OH	WEX BANK V007269	NOV PD FLEET GASOLINE	103658-6345 Gasoline & Diesel Fuel	TK120414	898.22	38899694	P10335	00086004	12/04/2014
					Check Total:	898.22			
MW OH	YORBA LINDA WATER V001148	OCT-NOV WATER CHARGES	109595-6335 Water	TK120414	938.10	112414		00086005	12/04/2014
					Check Total:	938.10			
MW IP	REPUBLIC WASTE SERVICES V007205	SEPT REFUSE COLLECTION	374386-6101 Disposal	TK120814	210,251.16	676-001982785	P10426	00086006	11/26/2014
					Check Total:	210,251.16			
MW IP	BANK OF AMERICA V008741	HEALTH FAIR SUPPLIES	101512-6245 Meetings & Conferences	TK120914	33.96	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	PW INTERVIEW PANEL MEALS	101512-6245 Meetings & Conferences	TK120914	62.25	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	WLG CONF REG-LE	101512-6245 Meetings & Conferences	TK120914	40.00	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	MMASC CONF HOTEL-VERA	101512-6245 Meetings & Conferences	TK120914	190.38	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	MMASC CONF REG-VERA	101512-6245 Meetings & Conferences	TK120914	270.00	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	WLG WORKSHOP REG-ORTEGA	101512-6245 Meetings & Conferences	TK120914	40.00	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	LAWCX MTG AIRFARE-DE LA TORRE	101512-6245 Meetings & Conferences	TK120914	337.20	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	PARSAC MTG AIRFARE-DE LA TORRE	101512-6245 Meetings & Conferences	TK120914	295.20	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA	CALPERS TRAINING REG-VERA	101512-6245	TK120914	350.00	OCTOBER 14		00086007	11/25/2014

**City of Placentia
Check Register
For 12/10/2014**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V008741		Meetings & Conferences						
MW IP	BANK OF AMERICA V008741	PD INTERVIEW PANEL MEALS	101512-6245 Meetings & Conferences	TK120914	43.14	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	CREDIT-MANAGEMENT RETREAT	101512-6250 Staff Training	TK120914	-237.80	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	SOCIAL MEDIA WEBINAR	101512-6250 Staff Training	TK120914	149.00	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	HEALTH FAIR SUPPLIES	101512-6250 Staff Training	TK120914	50.34	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	WLG WORKSHOP REG-ORTEGA	101512-6245 Meetings & Conferences	TK120914	40.00	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	WLG WORKSHOP REG-VERA	101512-6245 Meetings & Conferences	TK120914	40.00	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	PD WEBINAR	101512-6250 Staff Training	TK120914	55.00	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	LEGISLATIVE BRIEFING WEBINAR	101512-6250 Staff Training	TK120914	25.00	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	RACES MEETING SUPPLIES	101514-6245 Meetings & Conferences	TK120914	8.48	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	SCANNER FOR NEIGHBORHOOD SVS	101572-6315 Office Supplies	TK120914	86.39	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	CALPERS TRAINING REG-WONG	102020-6245 Meetings & Conferences	TK120914	350.00	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	CALPERS TRAINING PARKING	102020-6245 Meetings & Conferences	TK120914	8.00	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	CALPERS TRAINING PARKING	102020-6245 Meetings & Conferences	TK120914	8.00	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	OFFICE SUPPLIES	102020-6315 Office Supplies	TK120914	8.95	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA	FINANCE SYSTEM TECH SUPPORT	102021-6099	TK120914	49.00	OCTOBER 14		00086007	11/25/2014

**City of Placentia
Check Register
For 12/10/2014**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V008741		Other Professional Services						
MW IP	BANK OF AMERICA V008741	DEV SVS MTG SUPPLIES	102534-6245 Meetings & Conferences	TK120914	27.33	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	DEV SVS MTG SUPPLIES	102534-6245 Meetings & Conferences	TK120914	13.77	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	NOTARY SEAL/SUPPLIES FOR PD	103040-6250 Staff Training	TK120914	334.78	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	PD CHIEF WORKSHOP AIRFARE	103040-6250 Staff Training	TK120914	80.10	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	PD CHIEF WORKSHOP HOTEL-SMITH	103040-6250 Staff Training	TK120914	324.90	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	NOTARY CERTIFICATE FOR PD	103040-6250 Staff Training	TK120914	34.00	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	PLAQUE FOR PD	103040-6301 Special Department Supplies	TK120914	90.56	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	CERTIFICATES FOR PD	103040-6315 Office Supplies	TK120914	18.66	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	POSTAGE FOR PD	103040-6325 Postage	TK120914	5.75	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	POSTAGE FOR PD	103040-6325 Postage	TK120914	19.99	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	POSTAGE FOR PD	103040-6325 Postage	TK120914	19.99	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	SWAT TRAINING REG-GILLIS	103041-6250 Staff Training	TK120914	645.00	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	SWAT TRAINING REG-MACCUBBIN	103041-6250 Staff Training	TK120914	645.00	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	SWAT TRAINING REG-CONROY	103041-6250 Staff Training	TK120914	645.00	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA	PD WATER SERVICE	103041-6301	TK120914	151.20	OCTOBER 14		00086007	11/25/2014

**City of Placentia
Check Register
For 12/10/2014**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V008741		Special Department Supplies						
MW IP	BANK OF AMERICA V008741	HONOR GUARD UNIFORM	103041-6301 Special Department Supplies	TK120914	156.00	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	MCV CABLE SERVICE	103041-6301 Special Department Supplies	TK120914	54.99	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	BATTERIES FOR PD	103041-6301 / 50040-6301 Special Department Supplies	TK120914	151.67	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	BATTERIES FOR PD	103041-6301 / 50040-6301 Special Department Supplies	TK120914	42.93	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	2 CHAIRS FOR PD W/C OFFICE	103041-6301 / 50040-6301 Special Department Supplies	TK120914	194.38	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	3 SET OF KNEE PADS FOR SWAT	103041-6360 / 50055-6360 Uniforms	TK120914	105.38	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	PD UNIFORM CLEANING	103041-6360 / 50067-6360 Uniforms	TK120914	16.21	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	CA HOMICIDE MEMBERSHIP-REGER	103042-6255 Dues & Memberships	TK120914	30.00	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	JULY-SEPT PD DATA SUBSCRIPTION	103042-6299 Other Purchased Services	TK120914	357.25	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	PD SUPPLIES	103042-6301 Special Department Supplies	TK120914	123.43	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	1 CHAIR FOR PD	103042-6301 / 50040-6301 Special Department Supplies	TK120914	107.99	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	2 CHAIRS FOR PD	103042-6301 / 50040-6301 Special Department Supplies	TK120914	215.98	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	6 CHAIRS FOR DETECTIVES	103042-6301 / 50072-6301 Special Department Supplies	TK120914	583.14	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	SUPERVISOR TRAINING-MARTINEZ	103043-6250 Staff Training	TK120914	517.00	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA	POSTAGE FOR PD	103043-6301	TK120914	1.15	OCTOBER 14		00086007	11/25/2014

City of Placentia
Check Register
For 12/10/2014

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V008741		Special Department Supplies						
MW IP	BANK OF AMERICA V008741	EVIDENCE PACKAGING SUPPLIES	103043-6301 / 50100-6301 Special Department Supplies	TK120914	568.79	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	PW MEETING MEALS	103550-6245 Meetings & Conferences	TK120914	132.98	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	PW SUPPLIES	103554-6130 Repair & Maint/Facilities	TK120914	11.78	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	PW SUPPLIES	103554-6137 Repair Maint/Equipment	TK120914	17.76	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	BATTERIES FOR CITY ALARMS	103554-6137 Repair Maint/Equipment	TK120914	110.65	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	BATTERIES FOR CITY ALARMS	103554-6137 Repair Maint/Equipment	TK120914	149.68	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	LIGHT FIXTURE	103554-6137 Repair Maint/Equipment	TK120914	53.48	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	TV STAND FOR CORP YARD	103554-6301 Special Department Supplies	TK120914	75.59	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	PAINT	103554-6301 Special Department Supplies	TK120914	43.95	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	VETERANS MEMORIAL FLAG	103554-6301 Special Department Supplies	TK120914	75.60	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	LIGHTS FOR WALK WAYS	103655-6130 Repair & Maint/Facilities	TK120914	108.97	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	SINK REPAIR SUPPLIES	103655-6130 Repair & Maint/Facilities	TK120914	21.34	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	SINK REPAIR SUPPLIES	103655-6130 Repair & Maint/Facilities	TK120914	7.10	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	GFI COVERS @ BRADFORD HOUSE	103655-6130 Repair & Maint/Facilities	TK120914	17.78	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA	SPRAY PAINT	103655-6301	TK120914	21.15	OCTOBER 14		00086007	11/25/2014

**City of Placentia
Check Register
For 12/10/2014**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V008741		Special Department Supplies						
MW IP	BANK OF AMERICA V008741	KRAEMER MEDIAN FLAGS	103655-6301 Special Department Supplies	TK120914	258.55	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	CM CONF REG-BUTZLAFF	101511-6245 Meetings & Conferences	TK120914	625.00	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	PW SUPPLIES	103655-6301 Special Department Supplies	TK120914	16.17	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	HERITAGE FESTIVAL SUPPLIES	104071-6301 / 79392-6301 Special Department Supplies	TK120914	5.40	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	PW FENCING SUPPLIES	103655-6301 Special Department Supplies	TK120914	92.97	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	PW SUPPLIES	103655-6301 Special Department Supplies	TK120914	28.11	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	PAPER TOWEL DISPENSER	103655-6301 Special Department Supplies	TK120914	76.69	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	ICE MAKER REPAIR @ SPORTS COM	103655-6301 Special Department Supplies	TK120914	223.78	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	LIGHTS FOR SPORTS COMPLEX	103655-6301 Special Department Supplies	TK120914	30.21	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	BENCH REPAIR SUPPLIES	103655-6301 Special Department Supplies	TK120914	19.92	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	RESTROOM SUPPLIES	103655-6301 Special Department Supplies	TK120914	103.00	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	IRRIGATION SUPPLIES	103655-6301 Special Department Supplies	TK120914	48.96	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	CINDER BLOCKS	103655-6301 Special Department Supplies	TK120914	5.68	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	AUTO REPAIRS	103658-6134 Vehicle Repair & Maintenance	TK120914	65.00	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA	BATTERY FOR PD VEHICLES	103658-6134	TK120914	247.88	OCTOBER 14		00086007	11/25/2014

**City of Placentia
Check Register
For 12/10/2014**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V008741		Vehicle Repair & Maintenance						
MW IP	BANK OF AMERICA V008741	TIRES	103658-6301 Special Department Supplies	TK120914	411.59	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	WELDING WIRE	103658-6301 Special Department Supplies	TK120914	47.52	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	WORK GLOVES FOR PW	103658-6301 Special Department Supplies	TK120914	329.51	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	MMASC CONF REG-NICKS	104071-6245 Meetings & Conferences	TK120914	210.00	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	P.A.R.K'S SUPPLIES	104071-6301 Special Department Supplies	TK120914	47.52	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	REC SUPPLIES	104071-6301 Special Department Supplies	TK120914	3.24	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	FLAG BUNTING	101511-6301 Special Department Supplies	TK120914	19.00	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	PLACENTIA STATION POSTCARDS	101511-6301 Special Department Supplies	TK120914	168.71	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	PLACENTIA STATION EVENT SUPPLI	101511-6301 Special Department Supplies	TK120914	26.39	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	HERITAGE PARADE SUPPLIES	104071-6301 / 79392-6301 Special Department Supplies	TK120914	36.32	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	HERITAGE FESTIVAL SUPPLIES	104071-6301 / 79392-6301 Special Department Supplies	TK120914	16.17	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	HERITAGE FESTIVAL SUPPLIES	104071-6301 / 79392-6301 Special Department Supplies	TK120914	50.43	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	HERITAGE FESTIVAL SUPPLIES	104071-6301 / 79392-6301 Special Department Supplies	TK120914	585.05	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	PLACENTIA STATION EVENT SUPPLI	101511-6301 Special Department Supplies	TK120914	70.17	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA	PLACENTIA STATION EVENT SUPPLI	101511-6301	TK120914	25.89	OCTOBER 14		00086007	11/25/2014

**City of Placentia
Check Register
For 12/10/2014**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V008741		Special Department Supplies						
MW IP	BANK OF AMERICA V008741	FLAG BUNTING	101511-6301 Special Department Supplies	TK120914	80.00	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	PLACENTIA STATION EVENT SUPPLI	101511-6301 Special Department Supplies	TK120914	80.97	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	OFFICE SUPPLIES	101511-6315 Office Supplies	TK120914	17.27	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	HEALTH FAIR SUPPLIES	101512-6245 Meetings & Conferences	TK120914	147.39	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	SR CENTER BINGO PRIZES	0044-2040 / 79278-2040 Special Deposits	TK120914	106.14	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	CCB REGISTRATION MEALS	0044-2040 / 79282-2040 Special Deposits	TK120914	24.82	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	PRINT SVS HERITAGE PRKG PASSES	0044-2067 Heritage Committee	TK120914	315.03	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	GENERATOR FOR HERITAGE	0044-2067 Heritage Committee	TK120914	175.00	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	HERITAGE FESTIVAL BANNER	0044-2067 Heritage Committee	TK120914	22.67	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	CREDIT-GENERATOR DEPOSIT	0044-2067 Heritage Committee	TK120914	-101.84	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	WATER SUMMIT REG-YAMAGUCHI	101001-6245 Meetings & Conferences	TK120914	375.00	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	10/7 COUNCIL SUPPLIES	101001-6245 Meetings & Conferences	TK120914	47.25	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	LEAGUE MTG AIRFARE-NELSON	101001-6245 Meetings & Conferences	TK120914	494.20	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	10/7 COUNCIL SUPPLIES	101001-6245 Meetings & Conferences	TK120914	42.08	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA	10/7 COUNCIL SUPPLIES	101001-6245	TK120914	14.80	OCTOBER 14		00086007	11/25/2014

**City of Placentia
Check Register
For 12/10/2014**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V008741		Meetings & Conferences						
MW IP	BANK OF AMERICA V008741	10/21 COUNCIL SUPPLIES	101001-6245 Meetings & Conferences	TK120914	27.01	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	10/21 COUNCIL SUPPLIES	101001-6245 Meetings & Conferences	TK120914	60.65	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	10/21 COUNCIL SUPPLIES	101001-6245 Meetings & Conferences	TK120914	14.56	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	FASTRAK-BUTZLAFF	101511-5199 Other Employee Benefits	TK120914	35.00	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	GASOLINE-BUTZLAFF	101511-5199 Other Employee Benefits	TK120914	66.79	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	GASOLINE-BUTZLAFF	101511-5199 Other Employee Benefits	TK120914	65.22	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	GASOLINE-BUTZLAFF	101511-5199 Other Employee Benefits	TK120914	53.83	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	CM CONF TAXI-BUTZLAFF	101511-6245 Meetings & Conferences	TK120914	24.00	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	CM WORKSHOP PARKING-BUTZLAFF	101511-6245 Meetings & Conferences	TK120914	54.00	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	CM WORKSHOP HOTEL-BUTZLAFF	101511-6245 Meetings & Conferences	TK120914	216.60	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	FLIGHT CHANGE FEE-CM WORKSHOP	101511-6245 Meetings & Conferences	TK120914	3.10	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	OC SHERIFF LUNCHEON-BUTZLAFF	101511-6245 Meetings & Conferences	TK120914	55.00	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	BUSINESS MTG MEALS-BUTZLAFF	101511-6245 Meetings & Conferences	TK120914	40.64	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	MMASC CONF HOTEL-BUTZLAFF	101511-6245 Meetings & Conferences	TK120914	190.38	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA	MMASC CONF REG-BUTZLAFF	101511-6245	TK120914	310.00	OCTOBER 14		00086007	11/25/2014

**City of Placentia
Check Register
For 12/10/2014**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V008741		Meetings & Conferences						
MW IP	BANK OF AMERICA V008741	PCF WEBSITE ANNUAL MAINT	104071-6301 Special Department Supplies	TK120914	58.98	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	REC SUPPLIES	104071-6301 Special Department Supplies	TK120914	21.60	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	REC SUPPLIES	104071-6301 Special Department Supplies	TK120914	14.04	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	P.A.R.K'S SUPPLIES	104071-6301 Special Department Supplies	TK120914	57.50	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	HALLOWEEN DD DANCE SUPPLIES	104071-6301 Special Department Supplies	TK120914	39.96	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	ERRONEOUS REC CHARGES	104071-6301 Special Department Supplies	TK120914	12.00	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	REC SUPPLIES	104071-6301 Special Department Supplies	TK120914	14.02	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	P.A.R.K'S SUPPLIES	104071-6301 Special Department Supplies	TK120914	64.64	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	P.A.R.K'S SUPPLIES	104071-6301 Special Department Supplies	TK120914	27.95	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	CREDIT-ERRONEOUS REC CHARGE	104071-6301 Special Department Supplies	TK120914	-12.00	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	P.A.R.K'S SUPPLIES	104071-6301 Special Department Supplies	TK120914	265.27	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	P.A.R.K'S SUPPLIES	104071-6301 Special Department Supplies	TK120914	61.28	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	P.A.R.K'S SUPPLIES	104071-6301 Special Department Supplies	TK120914	8.60	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	SR. CENTER SUPPLIES	104071-6301 / 79278-6301 Special Department Supplies	TK120914	284.32	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA	SR. CENTER SUPPLIES	104071-6301 / 79278-6301	TK120914	64.64	OCTOBER 14		00086007	11/25/2014

**City of Placentia
Check Register
For 12/10/2014**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V008741		Special Department Supplies						
MW IP	BANK OF AMERICA V008741	SR. CENTER SUPPLIES	104071-6301 / 79278-6301 Special Department Supplies	TK120914	110.26	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	SR. CENTER SUPPLIES	104071-6301 / 79278-6301 Special Department Supplies	TK120914	29.21	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	SR. CENTER SUPPLIES	104071-6301 / 79278-6301 Special Department Supplies	TK120914	53.11	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	SR. CENTER SUPPLIES	104071-6301 / 79278-6301 Special Department Supplies	TK120914	74.13	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	HERITAGE FESTIVAL SUPPLIES	104071-6301 / 79392-6301 Special Department Supplies	TK120914	71.49	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	HERITAGE FESTIVAL SUPPLIES	104071-6301 / 79392-6301 Special Department Supplies	TK120914	30.23	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	HERITAGE FESTIVAL SUPPLIES	104071-6301 / 79392-6301 Special Department Supplies	TK120914	329.59	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	HERITAGE PARADE SUPPLIES	104071-6301 / 79392-6301 Special Department Supplies	TK120914	145.53	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	HERITAGE VOLUNTEER MEALS	104071-6301 / 79392-6301 Special Department Supplies	TK120914	205.20	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	HERITAGE FESTIVAL SUPPLIES	104071-6301 / 79392-6301 Special Department Supplies	TK120914	11.86	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	HERITAGE FESTIVAL SUPPLIES	104071-6301 / 79392-6301 Special Department Supplies	TK120914	19.40	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	AQUATICS PROGRAM SUPPLIES	104071-6301 / 79510-6301 Special Department Supplies	TK120914	14.62	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	HERITAGE SHIPPING CHARGES	104071-6325 Postage	TK120914	17.90	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	ADMIN SUPPLIES	109595-6301 Special Department Supplies	TK120914	26.12	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA	W2, 1099 FORMS	109595-6301	TK120914	214.37	OCTOBER 14		00086007	11/25/2014

**City of Placentia
Check Register
For 12/10/2014**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V008741		Special Department Supplies						
MW IP	BANK OF AMERICA V008741	CRIME PREVENTION SUPPLIES	213041-6301 / 50095-6301 Special Department Supplies	TK120914	6.46	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	JR. OFFICER BADGE STICKERS	213041-6301 / 50095-6301 Special Department Supplies	TK120914	265.95	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	HERITAGE FESTIVAL SUPPLIES	104071-6301 / 79392-6301 Special Department Supplies	TK120914	95.84	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	LMD IRRIGATION SOLAR PANEL	296561-6115 Landscaping	TK120914	163.34	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	IPAD CHARGER	422023-6301 Special Department Supplies	TK120914	23.75	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	GENERAL PLAN MAPS	332531-6017 / 61086-6017 Special Studies	TK120914	77.37	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	GARBAGE DISPOSAL-120 BRADFORD	333554-6185 / 6200240011-6185 Construction Services	TK120914	128.37	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	IRRIGATION CLOCK-120 BRADFORD	333554-6185 / 6200240011-6185 Construction Services	TK120914	24.73	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	SINK REPAIR PARTS-120 BRADFORD	333554-6185 / 6200240011-6185 Construction Services	TK120914	18.28	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	KEYS FOR 120 BRADFORD	333554-6185 / 6200240011-6185 Construction Services	TK120914	32.69	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	BLDG REPAIR SUPPLIES	333554-6185 / 6200240011-6185 Construction Services	TK120914	60.77	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	KEYBOARD FOR ADMIN CONF ROOM	421523-6135 Repair/Maint Off Furn & Eqp	TK120914	43.19	OCTOBER 14		00086007	11/25/2014
MW IP	BANK OF AMERICA V008741	IPAD CABLES	421523-6301 Special Department Supplies	TK120914	93.93	OCTOBER 14		00086007	11/25/2014
Check Total:					19,755.50				
Type Total:					808,177.22				

City of Placentia
Check Register
For 12/10/2014

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	808,177.22				

**City of Placentia
Check Register
For 12/10/2014**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
EP	ICMA RETIREMENT TRUST V000496	P/E 11/22/14 PD DATE 11/28/14	0010-2170 Deferred Comp Payable - ICMA	PY14024	6,608.99	2995/1401024		00006514	12/01/2014
EP	ICMA RETIREMENT TRUST V000496	P/E 11/22/14 PD DATE 11/28/14	0029-2170 Deferred Comp Payable - ICMA	PY14024	86.46	2995/1401024		00006514	12/01/2014
EP	ICMA RETIREMENT TRUST V000496	P/E 11/22/14 PD DATE 11/28/14	0037-2170 Deferred Comp Payable - ICMA	PY14024	63.06	2995/1401024		00006514	12/01/2014
EP	ICMA RETIREMENT TRUST V000496	P/E 11/22/14 PD DATE 11/28/14	0048-2170 Deferred Comp Payable - ICMA	PY14024	155.51	2995/1401024		00006514	12/01/2014
Check Total:					6,914.02				
Type Total:					6,914.02				
Check Total:					6,914.02				



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: PUBLIC WORKS MANAGER

DATE: DECEMBER 16, 2014

SUBJECT: **APPROVAL OF PLANS AND SPECIFICATIONS AND AWARD OF CONTRACT TO AEGIS ITS, INC., FOR THE PEDESTRIAN SIGNAL REPLACEMENT PROJECT**

FISCAL
IMPACT: EXPENSE: \$43,867
OFFSETTING REVENUE: \$39,480 SAFE ROUTES TO SCHOOL GRANT FUNDING & \$4,387 GAS TAX
BUDGETED: \$194,200 (ACCOUNT NO.:333552-6185 J/L 61114)

SUMMARY:

The City of Placentia was approved for \$409,000 in State Safe Routes to School Grant funds for the School Sign Compliance Project (the "Project"). The project includes three (3) phases. The first phase is complete and included the upgrade of all the school signs and markings throughout the City. The second phase includes installation of pedestrian countdown heads at all traffic signals near schools located within the City. In preparation for conducting the second phase of the Project, the City prepared and released a bid package. Upon review, the lowest responsive and responsible bidder was AEGIS ITS, INC. (Aegis) This action will approve the plans and specifications for the second phase of the Project and award a contract to Aegis, in the amount of \$38,145 to replace pedestrian signal heads throughout the City and to be located near schools.

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Approve the plans and specifications dated November 4, 2014 for the Pedestrian Signal Replacement Project; and
2. Award a construction contract to the lowest responsive and responsible bidder, AEGIS ITS, INC. for an amount not to exceed \$38,145.11; and
3. Reject all other bids; and

1.c.
December 16, 2014

4. Authorize the City Administrator, or his designee, to approve construction change orders pursuant to the requirements set forth in the construction contract in an aggregate amount not to exceed 15% of the Project construction cost; and
5. Authorize the City Administrator to execute contract documents on behalf of the City, in a form approved by the City Attorney.

DISCUSSION:

The City was approved \$409,000 in Department of Transportation State Funded Safe Routes to School Grant funding (SR2S). Although the City has been able to make improvements near some local schools, without the assistance of the SR2S funding, the City would have difficulty meeting current Federal regulations. The SR2S funds have already been used to evaluate and update school zone signage at sixteen (16) schools located throughout the City.

The SR2S funding is now being used to fund the second phase of the Project, which includes replacement of 170 pedestrian countdown heads on traffic signals located near schools within the City. The final phase of the Project provides for preparation of updated suggested routes to school maps for each school within Placentia. The combination of these efforts will improve overall school safety and encourage more students to walk or bicycle to school.

This phase of the Project was advertised on November 14, 2013 and November 21, 2014. Bids for construction were received on December 2, 2014. The bid summary is as follows:

CONTRACTOR	BID
Aegis ITS, Inc.	\$38,145.11
Pelagic Engineering	\$39,900.00
Steiny & Co.	\$40,191.00
Flatiron Electric	\$47,640.00
Robert D. Gosney Construction	\$50,950.00
California Professional Engineering	\$51,950.00
Unique Performance Construction	\$67,200.00
Vido Samarzich, Inc.	\$78,000.00
Macadee Electrical	\$89,469.00

After reviewing all of the bids, researching the qualifications and references of the lowest bidders, and evaluating the bids within the context of the Pedestrian Signal Replacement Project requirements, it is recommended that the City Council award the construction contract to Aegis.

Aegis is based in Anaheim, California, and has been performing this type of work since 2002. Aegis currently works with several cities for traffic signal maintenance and installation. Their proposal, references, and qualifications have been reviewed by City Staff. The construction period is scheduled for 20 working-days which will begin once all contract documents have been executed and a notice to proceed has been issued by Staff.

FISCAL IMPACT:

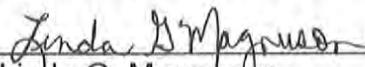
This Project is budgeted in the Fiscal Year 2014-15 Capital Improvement Program and utilizes SR2S Funds to fund a majority of the Project costs. The City is required to provide a 10% match for using the SR2S funds. No General Fund monies will be used to complete this Project.

Submitted by:



Michael McConaha
Public Works Manager

Reviewed and approved:



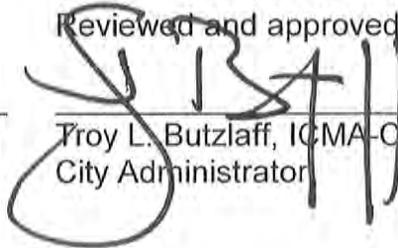
Linda G. Magnuson
Chief Financial Officer

Reviewed and approved:



Damien R. Arrula
Assistant City Administrator

Reviewed and approved:



Troy L. Butzlaff, ICMA-OM
City Administrator

Attachments:

1. Proposal from Aegis ITS, INC.
2. Construction Agreement

PEDESTRIAN SIGNAL REPLACEMENT PROJECT

CITY PROJECT NO. 61114

BID ITEMS

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
1	Mobilization and Demobilization	1	LS	1,499.55	1,499.55
2	Traffic Control	1	LS	1,020.36	1,020.36
3	Replace Existing Pedestrian Signals	170	EA	209.56	35,625.51

BID SCHEDULE - TOTAL PRICE

\$ 38,145.42

BIDDER'S NAME AND ADDRESS:

\$ 38,145.11

Aegis ITS, Inc.

3360 East La Palma Avenue

Anaheim, CA 92806

AGREEMENT

PEDESTRIAN SIGNAL REPLACEMENT PROJECT CITY PROJECT NO. 61114

THIS AGREEMENT is made and entered into this 16th day of December, 2014, by and between the CITY OF PLACENTIA, hereinafter referred to as "City" and Aegis ITS, Inc., a 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 City Engineer, without whose decision Contractor shall not adjust the discrepancy save only at Contractor's own risk and expense. The decision of the City Engineer 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:

**PEDESTRIAN SIGNAL REPLACEMENT PROJECT
CITY PROJECT NO. 61114**

4. Plans and Specifications.

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

PEDESTRIAN SIGNAL REPLACEMENT 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. The Contractor shall complete the work within **twenty (20) working days** after said Notice to Proceed, excluding delays caused or authorized by City as set forth in sections 8, 9, and 10 hereof.

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 section 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 section 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 section 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 section 13, includes compensation for all work

performed by Contractor, unless Contractor obtains a written change order signed by City's designated representative specifying the exact nature of the extra work and the amount of extra compensation to be paid all as more particularly set forth in section 10 hereof.

City shall extend the time fixed in section 5 for completion of the Project by the number of days reasonably required for Contractor to perform the extra work, as determined by City's 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 therefor 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 section 5 plus the allowance made for delays or extensions authorized under sections 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 \$38,145.11, subject to any subsequent additions or deductions as provided in approved change orders, 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 Engineer, 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 section 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.

Upon receipt of Contractor's affidavit, City shall prepare a Final Closeout agreement setting forth the particular details of the completed project, including but not limited to, description and amount of all change orders, the final amounts of the Agreement, as amended, and the identification of any unresolved claims or disputes. Upon receipt of a duly executed Final Closeout agreement, City's City Engineer shall submit the project and the agreements to the City Council for acceptance of the job as complete, and approval of the Final Closeout agreement.

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 Engineer'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 section 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 sections 1770 through 1780 for the work provided for in this Agreement, all in accordance with California Labor Code section 1775.

C. Apprentices:

California Labor Code sections 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 section 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 section 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 section 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 section 3700 which 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.

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 section 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

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 section 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 section 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 remainder 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 Agreement shall govern.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first hereinabove written.

CITY OF PLACENTIA

By: _____
Troy L. Butzlaff, ICMA-CM
City Administrator

ATTEST:

By: _____
Rosanna Ramirez, Chief Deputy City Clerk

APPROVED AS TO FORM:

By: _____
Andrew V. Arczynski, City Attorney

CONTRACTOR

By: _____
President

By: _____
Secretary



INSURANCE REQUIREMENTS FOR CITY CONTRACTS

Instructions to Contractors/Vendors/Service Providers:

Prior to commencing any work, all contractors, vendors and service providers shall procure and maintain, at their own cost and expense for the duration of their contract with the City, appropriate insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services. **Any insurance proceeds available to City in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to City.**

Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to the required general liability policy, shall be delivered to City at or prior to the execution of the contract. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under the contract and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by the contractor, vendor or service provider or deducted from sums due the contractor, vendor or service provider, at City's option.

The types of insurance required and the coverage amounts are specified below:

A. Minimum Scope of Insurance Required

1. **General Liability Insurance** is required whenever the City is at risk of third-party claims which may arise out of work or presence of a contractor, vendor and service provider on City premises. At a minimum this policy shall:
 - be written on a per occurrence basis; and
 - include products and completed operations liability, independent contractors liability, broad form contractual liability, and cross liability protection.
 - **General Liability Insurance shall be provided using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or equivalent as approved by Risk Manager. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another.**
2. **Automobile Liability Insurance** is required only when vehicles are used by a contractor, vendor or service provider in their scope of work or when they are driven off-road on City property. Compliance with California law requiring auto liability insurance is mandatory and cannot be waived. At a minimum this policy shall:

- be written on a per occurrence basis;
- include coverage for Bodily Injury and Property Damage, Owned, Non-owned and Hired Vehicles; and
- include coverage for owned, non-owned, leased and hired vehicles.
- **Automobile Liability Insurance shall be on ISO Business Auto Coverage form CA 00 01, including symbol 1 (Any Auto), or equivalent as approved by the Risk Manager.**

If an automobile is not used in connection with the services provided by the contractor, vendor or service provider, a written request to waive this requirement must be made to the Risk Manager.

3. **Workers' Compensation and Employer's Liability Insurances** is required for any contractor, vendor or service provider that has any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement form available from the City's Risk Manager. At a minimum, this policy shall:
 - provide statutory requirements of the State of California; and
 - include \$1,000,000 Employer's Liability.
4. **Errors and Omissions (if applicable)** coverage is required for licensed or other professional contractors doing design, architectural, engineering or other services that warrant such insurance. At a minimum this policy shall:
 - cover liability for malpractice or errors and omissions made in the course of rendering professional services.
 - **be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under the contract. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of the contract.**

B. Minimum Limits of Insurance Coverage Required

Under \$25,000	Limits TBD by Risk Manager
Over \$25,000 to \$5,000,000	\$1 Million per Occurrence/\$2 Million Aggregate
Over \$5 Million	Limits TBD by Risk Manager

Umbrella excess liability may be used to reach the limits required by the specific contract.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Each such policy shall

contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of contractor, vendor or service provider, subconsultants, subcontractors or others involved in the work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein.

Additional insurance requirements may be imposed by the City for services or products that have a higher risk. Refer to the City's Risk Manager for information of the insurance requirements for the following types of services or products:

1. Construction contracts which are awarded or administered through City departments other than the Public Works Department;
2. Medical, excavation, drilling, trenching or shoring services, or services involving explosives or pyrotechnics;
3. Environmental consulting, engineering or related services or operations;
4. Custom manufactured products;
5. Products or services involving firearms, tobacco, alcohol, or controlled substances;
6. Any unusual or high-risk activities, operations or products.

C. General Standards for Insurance Policies:

All insurance policies shall meet the following general standards:

1. Insurance carrier is to be placed with duly licensed or approved non-admitted insurers in the State of California.
2. Insurers must have a Best's rating of B+, Class VII or higher (this rating includes those insurers with a minimum policyholder's surplus of \$50 to \$100 million). Exceptions to the Best's rating may be considered when an insurance carrier meets all other standards and can satisfy surplus amounts equivalent to a B+, Class VII rating.
3. Certificate must include evidence of the amount of any deductible or self-insured retention under the policy.

D. Verification of Insurance Coverage:

All individuals, contractors, agencies, and organizations conducting business for the City shall provide proof of insurance by submitting one of the following: (1) an approved General and/or Auto Liability Endorsement Form for the City of Placentia; or (2) an acceptable Certificate of Liability Insurance Coverage with an approved Additional Insured Endorsement (see attached) with the following endorsements stated on the certificate:

1. *"The City of Placentia, its elected and appointed officers, officials, employees and agents are named as an additional insureds"* ("as it relates to a specific contract" or "for any and all work performed with the City" may be included in this statement).

2. *"This insurance is primary and non-contributory over any insurance or self-insurance the City may have"* ("as it relates to a specific contract" or "for any and all work performed with the City" may be included in this statement). **See Example A below.**

As an alternative to the non-contributory endorsement, the City will accept a waiver of subrogation endorsement on the General Liability policy. At a minimum, this endorsement shall include the following language:

"This insurance company agrees to waive all rights of subrogation against the City of Placentia, its elected and appointed officers, officials and employees for losses paid under the terms of this policy which arise from the work performed by the named insured for the City."

3. *"The insurance afforded by this policy shall not be cancelled except after thirty days prior written notice by certified mail return receipt requested has been given to the City."* Language such as, "endeavor to" mail and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative" is not acceptable and must be crossed out. **See Example B below.**

The Workers' Compensation and Employers' Liability policies shall contain waiver of subrogation clause in favor of City, its elected and appointed officers, officials, employees, agents and volunteers. **See Example C below.**

In addition to the endorsements listed above, the City of Placentia shall be named the certificate holder on the policy.

All certificates and endorsements are to be received and approved by the City before work commences. All certificates of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Failure to obtain the required documents prior to the commencement of work shall not waive the contractor's obligation to provide them.

E. Acceptable Alternatives to Insurance Industry Certificates of Insurance:

The City will accept either a CG 20 10 10 01 or a CG 20 33 10 01 (or some form specific to a particular insurance company that has similar wording) as long as the form is accompanied by a CG 20 37 10 01. In addition, the City will accept the following:

- A copy of the full insurance policy which contains a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) and additional insured and/or loss-payee status, when appropriate, for the City.
- Binders and Cover Notes are also acceptable as interim evidence for up to 90 days from date of approval

F. Endorsement Language for Insurance Certificates

Example A:

THE INSURANCE SHALL BE PRIMARY WITH RESPECT TO THE INSURED SHOWN IN THE SCHEDULE ABOVE, OR IF EXCESS, SHALL STAND IN AN UNBROKEN CHAIN OF COVERAGE EXCESS OF THE NAMED INSURED'S SCHEDULED UNDERLYING PRIMARY COVERAGE. IN EITHER EVENT, ANY OTHER INSURANCE MAINTAINED BY THE INSURED SCHEDULED ABOVE SHALL BE IN EXCESS OF THIS INSURANCE AND SHALL NOT BE CALLED UPON TO CONTRIBUTE WITH IT.

Example B:

SHOULD ANY OF THE ABOVE-REFERENCED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS* WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

Example C:

**The broker/agent can include a qualifier stating "10 days notice for nonpayment of premium."*

G. Alternative Programs/Self-Insurance.

Under certain

IT IS UNDERSTOOD AND AGREED THAT THE COMPANY WAIVES THE RIGHT OF SUBROGATION AGAINST THE ABOVE ADDITIONAL INSURED (S), BUT ONLY WITH RESPECT TO THE JOB OR PREMISES DESCRIBED IN THE CERTIFICATE ATTACHED HERETO.

circumstances, the City may accept risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs as verification of insurance coverage. These programs are subject to separate approval once the City has reviewed the relevant audited financial statements and made a determination that the program provides sufficient coverage to meet the City's requirements.

H. Waiver or Modification of the Insurance Requirements.

Any waiver or modification of the insurance requirements can only be made by the City's Risk Manager or designee at City's discretion. If you do not believe that the insurance requirements apply to you (e.g., you do not have employees and therefore are not subject to the State's workers' compensation insurance requirements; you do not drive an automobile in connection with the services you provide to the City; professional liability or errors and omissions liability insurance is not available for the type of services you are performing, etc.), please submit a written request for

waiver or modification of the insurance requirements and the reasons underlying your request to the Risk Manager. All requests for a wavier or modification will be reviewed and a final determination rendered by the Risk Manager.



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF COMMUNITY SERVICES

DATE: DECEMBER 16, 2014

SUBJECT: **LEASE AGREEMENT WITH LOS ANGELES SMSA LIMITED PARTNERSHIP DBA VERIZON WIRELESS FOR WIRELESS FACILITY AT 600 LOYOLA DRIVE (APN: 340-402-01, 340-461-12, 13 and 24) AKA RICHARD SAMP PARK**

FISCAL
IMPACT: REVENUE: \$181,988 OVER A FIVE (5) YEAR LEASE TERM

SUMMARY:

CORE Development Services (CORE), on behalf of their client Verizon Wireless, has approached the City regarding placement of a proposed wireless facility at Richard Samp Park. On November 12, 2014 the Planning Commission reviewed the proposal and approved the construction of a sixty (60) foot tall, free-standing wireless facility, designed as a mono-eucalyptus to be located east of the playground area. This action will approve a standard lease agreement with Los Angeles SMSA Limited Partnership, dba Verizon Wireless (Verizon) to construct and operate a wireless communication facility at Richard Samp Park.

RECOMMENDATION:

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

1. Approve a lease agreement with Los Angeles SMSA Limited Partnership dba Verizon Wireless in a form approved by the City Attorney, for an initial term of five (5) years, with the possibility of four (4) additional five (5) year term renewals; and
2. Authorize the City Administrator to execute the lease, applicable documents and renewal terms.

DISCUSSION:

The City Council has previously approved an ordinance amending the Municipal Code allowing the placement of wireless communications facilities in City parks. Currently, five (5) wireless facilities have been issued leases at City properties including Tuffree Hill Park, City Hall, Champions Sports Complex, Kraemer Memorial Park, and Koch Park. Additionally, a lease was approved earlier this year for a co-located facility at Tuffree Hill park.

1.d.
December 16, 2014

CORE (representing Verizon Wireless) has approached the City requesting the installation of a proposed wireless communication facility at Richard Samp Park to increase the wireless data capability within that area of the City. CORE is proposing the construction of a mono-eucalyptus, which is designed to blend with the park's existing tree landscape. The proposed mono-eucalyptus structure will be placed east of the playground area and a 384 square foot equipment enclosure will also be located in the southeast corner of the park near Tynes Elementary school.

Safety

Wireless communication facilities are regulated by the Federal Communications Commission (FCC) and must receive a federal license before transmission can begin. Providers must comply with the American National Standards Institute (ANSI) and Institute of Electrical and Electronic Engineers (IEEE) standards for safe human exposure to radio electromagnetic fields. The proposed facility, like most facilities, creates exposures that are only a small fraction of the limits set forth by the FCC. Moreover, the limits themselves are many times below levels that are generally accepted as having the potential to cause adverse health effects.

Based on material submitted by Verizon and a letter from Waterford, a consulting engineer for the telecommunication carrier, it has been determined that the wireless communications facility will operate at the lowest possible power levels and is below the established standards used by the FCC for safe human exposure to radio frequency electromagnetic fields. Finally, Verizon has indicated that the equipment operates quietly or virtually noise free. The equipment does not emit fumes, smoke or objectionable odors.

Planning

The City's Planning, Building, Engineering, Police and Community Services Departments along with Orange County Fire Authority and the Placentia Recreation and Parks Commission have reviewed the proposed development application and found no issues. Pursuant to § 23.82.070 of the Placentia Municipal Code, all major wireless communication facilities established within the City are required to obtain Planning Commission approval of a use permit application. The Planning Commission reviewed and approved the application from Verizon during their November 12, 2014 meeting.

Lease Terms

Based on recent lease negotiations with other wireless carriers, the City will use the City Attorney's office standard lease agreement for wireless facilities including the proposed lease terms:

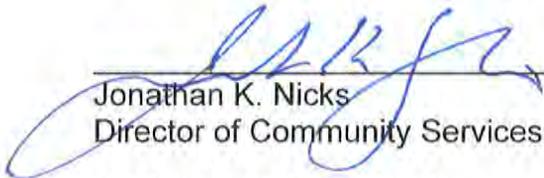
- Lease payments of \$2,800 per month for the equipment location.
- Advanced payment of \$57,000 that will constitute the first twenty (20) months of rent.
- Lease escalations of four percent (4%) annually.
- Mono-eucalyptus will be approximately 60' in height and located east of the playground area.
- Verizon Equipment: 384 square foot equipment enclosure will be placed at the southeast corner of the park near Tynes Elementary School.

- Initial term of five (5) years with renewals of up to four (4) additional five (5) year terms.
- A lump sum payment of \$3,000 to the City for reimbursable expenses to include legal and staff work related to the lease agreement.
- Traditional safeguards to the City for liability, damage, termination, and transferring lease of the site, etc.

FISCAL IMPACT:

The proposed lease is for \$2,800 per month (\$33,600 annually) with a 4% annual escalator. Verizon will provide fifty-seven thousand dollars (\$57,000) of rent due in advance and payable within forty-five (45) days of the commencement date of operation that will constitute the first twenty (20) months of rent. The lease revenue stream proposed during the initial five (5) year period is \$25,000 more than any other current wireless community facility on City property. A lump sum payment of \$3,000 will be paid within 45 days of lease execution to cover City Attorney and Staff time needed to execute the lease. The five (5) year total for lease and lump sum payments for the initial agreement is \$181,988.

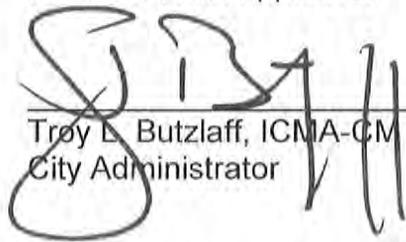
Prepared by:


Jonathan K. Nicks
Director of Community Services

Reviewed and approved:


Damien R. Arrula
Assistant City Administrator

Reviewed and approved:


Troy D. Butzlaff, ICMA-CM
City Administrator

Attachments:

1. Draft Communications Site Lease Agreement
2. Site Plans and Renderings
3. Planning Commission Report from November 12, 2014

COMMUNICATIONS SITE LEASE

THIS COMMUNICATIONS SITE LEASE ("Lease"), dated as of the latter of the signature dates below ("Effective Date"), is made by and between Los Angeles SMSA Limited Partnership d/b/a Verizon Wireless, having a mailing address of One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404) ("Lessee"), and City of Placentia ("Lessor") (jointly, the "Parties").

A. Recitals.

This Lease is entered into based upon the following facts, circumstances and understandings:

(i). Lessor represents and warrants that it owns certain real property legally described in Exhibit "A" attached hereto and commonly known as 600 Loyola Drive, Placentia, CA 92870; Assessor's Parcel Number 340-402-01, 340-461-12, 13 and 24 ("Lessor's Real Property"). Lessee desires to lease a portion of Lessor's Real Property ("Premises"), as expressly described in Exhibit "B" attached hereto. Lessor represents and warrants that it has the complete right and authority to grant the rights set forth herein and that Lessor has full rights of ingress to and egress from the Premises from a public roadway.

(ii). Lessee desires to construct and operate a wireless communications site at the Premises.

(iii). Based on the foregoing facts, circumstances and understandings and on the terms and conditions set forth below, Lessor is willing to lease the Premises to Lessee for Lessee's proposed use subject to the terms and conditions of this Lease.

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

B. Lease.

WHEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the facts, circumstances and understandings set forth above (which are incorporated into the body of this Lease by this reference) and the terms and conditions set forth herein, the Parties, intending to be legally bound, hereto agree as follows:

1. Grant and Acceptance of Lease. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the Premises for Lessee's proposed use, subject to the following terms and conditions for the Term.

2. Permitted Uses.

(a). The Premises shall be used by Lessee for the operation of a wireless communications site. Specifically, the Premises consists of a parcel of ground space measuring

approximately sixteen feet (16') by twenty-four feet (24') and containing approximately three hundred eighty-four (384) square feet ("Equipment Space") for the installation of an equipment shelter, a second parcel of ground space measuring approximately twelve feet (12') by twelve feet (12') and containing approximately one hundred forty-four (144) square feet for the installation of an antenna structure to be in the form of a monoecalyptus ("Antenna Space"), and utilities between the Equipment Space and Antenna Space and to the nearest appropriate utilities providers. Under this Lease, Lessee may install, place, use, modify, operate, upgrade, and remove on the Premises such antennas, transmitting and receiving equipment, conduits, wires, batteries, back-up generators, utility lines and facilities, supporting structures, storage facilities, telephone facilities, microwave equipment, and related equipment (collectively, "Lessee's Facilities") as Lessee deems necessary for the operation of its wireless communications site at the Premises as more particularly shown in Exhibit "B," attached hereto, all subject to Lessor's approval. Further, Lessee may perform the initial construction, ongoing maintenance, repairs, and modify its Lessee's Facilities as Lessee determines is necessary and appropriate for its ongoing business and has the right to do all work necessary to prepare, modify and maintain the Premises to accommodate Lessee's Facilities and as required for Lessee's communications operations at the Premises. Notwithstanding the foregoing however, the modification or replacement of equipment located on the antenna support structure or outside of Lessee's equipment shelter or cabinets shall be the same size or smaller as the equipment being modified or replaced, provided, however, if the equipment to be installed is larger than the existing equipment which is intended to be replaced, then the installation of such equipment shall be subject to Lessor's prior written approval.

(b). Lessor and Lessee acknowledge and agree that Lessee shall be permitted to install landscaping and irrigation (collectively, "Landscaping") at Lessor's Real Property if required by the Governmental Approvals (as defined below). Lessor hereby consents to the foregoing and to Lessee performing any and all acts required by the Governmental Approvals to install the Landscaping. Plans for the Landscaping shall be approved by Lessor, which approval shall not be unreasonably withheld, conditioned or delayed. Upon completion of the installation of the Landscaping, Lessor shall be responsible for watering and maintaining the same during the Term and all Renewal Terms; provided however, that if Lessor fails to water or maintain the Landscaping as may be required by the Governmental Approvals within ten (10) days after Lessee's notice, Lessee shall have the right, but not the obligation to perform any such watering or maintenance, and the cost thereof shall be payable to Lessee by Lessor on demand. If Lessor does not make payment to Lessee within thirty (30) days after such demand, Lessee shall have the right to deduct the reasonable costs of the maintenance and replacement from the succeeding Rent (as defined below) payments normally due from Lessee to Lessor under this Lease.

3. Prior Approvals. Lessor and Lessee agree that:

(a). Lessee shall obtain all governmental licenses, permits and approvals (collectively, "Governmental Approvals") enabling Lessee to construct and operate wireless communications facilities on the Premises, and Lessee's ability to use the Premises for the Permitted Uses in Section 2 above is contingent upon Lessee receiving all necessary Governmental Approvals.

(b). Lessee shall pay to Lessor within forty-five (45) days after the Effective Date, a one-time lump sum payment in the amount of Three Thousand and 00/100 Dollars (\$3,000.00) to reimburse Lessor for its estimated staff and legal fees incurred in connection with the review and execution of this Lease, and such reimbursement sum shall not be considered Rent, nor shall it offset any Rent or other consideration due in connection with this Lease, and such sum shall be fully earned and non-refundable by Lessor regardless of whether Lessee proceeds with or abandons the project specifically contemplated herein.

(c). Lessor agrees to cooperate with Lessee's reasonable requests for Lessor's signatures and other reasonable assistance as real property owner on permit applications, and obtaining and maintaining Governmental Approvals, for allowing site inspections by governmental agencies required in connection with reviewing permit applications, provided that such cooperation and assistance shall be at no expense to Lessor. In addition, Lessee shall have the right to initiate the ordering and/or scheduling of necessary utilities as shown in Exhibit "B" attached hereto, however, such scheduling must be coordinated with Lessor to minimize disruption to the primary use of Lessor's Real Property.

4. Term. The term of this Lease ("Term") shall be five (5) years commencing on the earlier to occur of the date that is the first day of the month following the date that: (a) Lessee begins construction of Lessee's Facilities on the Premises; (b) Lessee obtains its final building permit for the installation of Lessee's Facilities; or (c) is twelve (12) months after the Effective Date ("Commencement Date"). Lessee shall promptly deliver written notice to Lessor of the Commencement Date if this Lease commences pursuant to subsection (a) or (b) of this Section 4. Lessor and Lessee agree that they shall acknowledge in writing the Commencement Date if the Commencement Date is based upon (a) above. Lessee shall have the right to extend the Term of this Lease for up to four (4) additional terms of five (5) years each (each a "Renewal Term"). The terms and conditions for each Renewal Term shall be the same terms and conditions as in this Lease, except that the Rent and the amounts of insurance coverage as required herein shall be increased as set forth hereinbelow. This Lease shall automatically be extended for each successive five (5) year Renewal Term unless Lessee notifies Lessor in writing of Lessee's intention not to extend this Lease at least ninety (90) days prior to the expiration of the first Term or any Renewal Term.

5. Rent. Upon the Commencement Date, Lessee shall pay Lessor, as rent, the sum of Two Thousand Eight Hundred and 00/100 Dollars (\$2,800.00) per month ("Rent"), with the first Fifty Seven Thousand Dollars (\$57,000.00) of rent due in advance and payable within forty-five (45) days of the Commencement Date ("Upfront Rent"), which LESSOR and LESSEE agree constitutes the first twenty (20) months rent. Thereafter, starting twenty-one (21) months after the Commencement Date, rent shall be payable on the first day of each month, in advance, to Lessor or Lessor's alternate payee specified in Section 22 below. Should this Lease be terminated, LESSOR shall refund LESSEE any unearned Upfront Rent within thirty (30) days of such termination. The initial Rent payment will be forwarded by Lessee to Lessor within forty-five (45) days after the Commencement Date or after a written acknowledgement confirming the Commencement Date, if such an acknowledgement is required, and thereafter Lessee shall pay a full month's Rent on or before the first day of each calendar month, except that payment shall be prorated for the final

fractional month of this Lease, or if this Lease is terminated before the expiration of any month for which Rent should have been paid. Rent shall be automatically adjusted by Lessee on each annual anniversary of the Commencement Date of the Term and of any Renewal Term by an increase of four percent (4%) of the Rent paid during the immediately preceding year.

6. Due Diligence Contingency and Pre-Commencement Date Access to Premises.

(a). Lessee shall have the right (but not the obligation) at any time following the full execution of this Lease and prior to the Commencement Date, to enter the Premises for the purpose of making necessary inspections, taking measurements and conducting engineering surveys (and soil tests where applicable) and any other reasonably necessary tests to determine the suitability of the Premises for Lessee's Facilities (collectively, "Due Diligence"), and for the purpose of preparing the Premises for the installation or construction of Lessee's Facilities. During any Due Diligence activities or pre-installation or pre-construction work, Lessee shall have insurance which covers such activities as set forth in Section 16 below. Lessee shall notify Lessor of any proposed tests, measurements or pre-installation or pre-construction work and shall coordinate the scheduling of such activities with Lessor. If in the course of its Due Diligence Lessee determines that the Premises are unsuitable for Lessee's contemplated use, then Lessee shall have the right to terminate this Lease prior to the Commencement Date without any further liability or obligation to Lessor by delivery of written notice of termination to Lessor as set forth in Section 13 below. In the event Lessee terminates this Lease pursuant to the provisions of this Section 6, then, and in that event, Lessee, at Lessee's sole cost, shall immediately return the Premises to the condition thereof existing prior to Lessee engaging in all Due Diligence activities, which shall be completed within forty-five (45) days after such termination.

(b). Except to the extent otherwise expressly set forth herein, Lessor hereby expressly disclaims all Warranties of Merchantability and Fitness for a Particular Purpose associated with the Premises, which, other than as expressly set forth herein, Lessee accepts the Premises "As Is."

7. Ongoing Access to Premises. Throughout the Term and any Renewal Term of this Lease, Lessee shall have the right of access without escort to the Premises for its employees and agents twenty-four (24) hours a day, seven (7) days per week to and from a public right-of-way, at no additional charge to Lessee. In exercising its right of access to the Premises herein, Lessee agrees to cooperate with any security or access control procedures utilized by Lessor at Lessor's Real Property of which Lessee receives written notice from Lessor, and further agrees not create a legal nuisance with the business or other activities of Lessor or of other tenants or occupants of Lessor's Real Property. Lessor shall maintain all existing access roadways or driveways extending from the nearest public roadway to the Premises in accordance with the City's standards and the City's budget constraints. Lessor shall have the right to reconfigure the traffic flow and location of such roadways and driveways on Lessor's Real Property without approval of or compensation to Lessee provided doing so does not prohibit or otherwise materially and adversely interfere with Lessee's ability to access the Premises. Lessor shall be responsible for maintaining and repairing such roadways and driveways at Lessor's sole expense, except for any damage caused directly by Lessee's use of such roadways or driveways. If Lessee causes any such

damage, Lessee shall promptly repair the same at its sole expense to the condition in which it was prior to such damage. Lessee shall be responsible for the maintenance and compliance with laws of all towers and structures located on the Premises which Lessee constructs, including compliance with Part 17 of the Federal Communications Commission's ("FCC") rules.

8. Lessee's Work, Maintenance, Repairs and Restoration. All of Lessee's construction and installation work at the Premises shall be performed at Lessee's sole cost and expense and in a good and workmanlike manner. Lessee shall maintain Lessee's Facilities and the Premises in a reasonably neat and safe condition in compliance with all applicable codes and governmental regulations. Lessee, at Lessee's expense, shall be required to make all repairs to the Premises due to damage caused by Lessee, its agents or contractors. Upon the expiration, cancellation or termination of this Lease, Lessee shall within ninety (90) calendar days thereafter surrender the Premises in good condition, less ordinary wear and tear and casualty not caused by Lessee, its agents or contractors.

9. Title to Lessee's Facilities. Title to Lessee's Facilities and any equipment placed on the Premises by Lessee shall be held by and remain with Lessee. All of Lessee's Facilities shall remain the property of Lessee and are not fixtures. Lessee has the right to remove all of Lessee's Facilities at its sole expense on or before the expiration or termination of this Lease. Lessor acknowledges that Lessee may enter into financing arrangements including promissory notes and financial and security agreements for the financing of Lessee's Facilities ("Collateral") with a third party financing entity and may in the future enter into additional financing arrangements with other financing entities. In connection therewith, Lessor (i) consents to the installation of the Collateral to the extent that the Collateral is part of the approved Lessee's Facilities; (ii) disclaims any interest in the Collateral, as fixtures or otherwise, whether arising at law or otherwise, including, but not limited to any statutory landlord's lien; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

10. Utilities. Lessee shall have the right to install utilities, at Lessee's expense, and to improve the present utilities on or near the Premises (including, but not limited to the installation of emergency back-up power). Lessee shall have the right to place utilities on (or to bring utilities across) Lessor's Real Property as shown in Exhibit "B" hereto in order to service the Premises and Lessee's Facilities. Lessor agrees to use reasonable efforts in assisting Lessee to acquire necessary utility service at no cost or expense to Lessor.

11. Interference with Communications. Lessee's Facilities and operations shall not interfere with the prior existing or future communications configurations, frequencies or operating equipment lawfully operated by Lessor ("Lessor's Communications") at Lessor's Real Property. Lessee's Facilities and operations shall comply with all applicable non-interference rules and procedures of the FCC. Upon written notice from Lessor, supported by reasonable evidence of alleged interference by Lessee with Lessor's Communications, Lessee will cause such interference to cease within three (3) business days after receipt of such notice of interference from Lessor, or Lessee shall shut down the equipment causing such interference. If such interference cannot be cured within such three (3) business-day period, Lessee shall cease operation (except for

intermittent testing to determine the cause of such interference) of such equipment until the interference has been corrected. Lessor shall require in writing of all future tenant(s) of any portion of Lessor's Real Property to abstain from engaging in activities or operations which cause interference with the communications operations of Lessee described in Section 2 above, and that all future tenants shall agree to promptly terminate interference or to promptly cure interference to Lessee's communications equipment caused by their operations. Lessor will not use, nor will Lessor permit its employees, tenants, agents or its independent contractors to use any portion of Lessor's Real Property in any way which materially interferes with the Lessee's Facilities, the operations of Lessee or the rights of Lessee under this Lease. Lessor will cause such interference to cease within three (3) business days after receipt of notice of alleged interference supported with reasonable actual evidence from Lessee. In the event any such interference does not cease within the aforementioned cure period, Lessor shall cease all operations which are suspected of causing such interference (except for operations related to public safety, health and welfare, and for intermittent testing to determine the cause of such interference) until the interference has been corrected. For the purposes of this Lease, "interference" may include, but is not limited to, any use on Lessor's Real Property that causes material and adverse electronic or physical obstruction with, or degradation of, the communications signals of Lessee's Facilities. In the event any such alleged interference does not cease promptly, the Parties acknowledge that continuing actual interference will cause irreparable injury, and therefore the party alleging interference shall have the right to bring a court action to enjoin such interference, or an FCC interference complaint. Lessor agrees to incorporate a covenant into any subsequent leases, licenses or rental agreements with other persons or entities for any portion of Lessor's Real Property to incorporate the duties specified in this Section 11.

12. Taxes. Lessee shall pay personal and in lieu property taxes assessed against Lessee's Facilities, and Lessor shall pay when due all real property taxes and all other taxes, fees and assessments attributable to the Premises and this Lease.

13. Termination. This Lease may be terminated by Lessee in its sole discretion effective immediately without further liability by delivery of written notice thereof to Lessor prior to the Commencement Date for any reason resulting from Lessee's Due Diligence, or if a title report obtained by Lessee for Lessor's Real Property shows any defects of title or any liens or encumbrances which may adversely affect Lessee's use of the Premises for Lessee's intended use, or for any other or no reason. This Lease may be terminated without further liability on thirty (30) days prior written notice as follows: (a) by either party upon a default of any covenant, condition, or term hereof by the other party, which default is not cured within thirty (30) days of receipt of written notice of default; provided, however, that no such failure will be deemed to exist if a defaulting party has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of a party; (b) by Lessee if it does not obtain any Governmental Approvals necessary to the construction or operation of Lessee's Facilities, is unable to obtain such Governmental Approvals without conditions which, in Lessee's reasonable discretion, are not standard or typical for premises where wireless communications facilities are located or is unable to maintain such Governmental Approvals despite reasonable efforts to do so; (c) by Lessee if Lessee is unable to occupy or utilize the Premises due to ruling or

directive of the FCC or other governmental or regulatory agency, including, but not limited to, a take back of frequencies; or (d) by Lessee in its sole discretion. Lessee's termination of this Lease pursuant to this Section 13 shall be conditioned upon Lessee's written notice to Lessor, surrender as required in Section 8 of this Lease and payment to Lessor of an early termination payment as liquidated damages by Lessee to Lessor equal to three (3) months Rent at the rate then in effect. The early termination payment in this Section shall not in any way be considered as Rent or a Rent offset. Other than as stated in this Lease, Lessor and Lessee shall not have the right to terminate, revoke or cancel this Lease. If termination of this Lease occurs as a result of Lessee's election pursuant to subsection 13(d) herein, Lessee shall, upon giving written notice to Lessor and paying the early termination fee, also immediately discontinue radio transmissions from the Premises.

14. Destruction of Premises. If the Premises is destroyed by natural disaster or by any party other than Lessee or any of Lessee's Subsequent Users (defined below), Lessee may elect to terminate this Lease pursuant to Section 13(d) of this Lease, except that no early termination payment shall be paid by Lessee to Lessor.

15. Condemnation. If a condemning authority takes all of Lessor's Real Property, or a portion which in Lessee's sole discretion is sufficient to render the Premises unsuitable for Lessee's ongoing operation of Lessee's Facilities, then this Lease shall terminate without further liability of Lessee as of the date when possession is delivered to the condemning authority. In any condemnation proceeding each party shall be entitled to make a claim against the condemning authority for just compensation recoverable under applicable condemnation law. Sale of all or part of Lessor's Real Property to a purchaser with the power of eminent domain in the face of the exercise of its power of eminent domain shall be treated as a taking by a condemning authority.

16. Insurance. Lessee shall maintain the following insurance: (1) Commercial General Liability with limits of One Million Dollars (\$1,000,000.00) per occurrence, (2) Automobile Liability with a combined single limit of One Million Dollars (\$1,000,000.00) per accident, (3) Workers Compensation as required by law, and (4) Employer's Liability with limits of One Million Dollars (\$1,000,000.00) per occurrence. Lessor, at Lessor's sole cost and expense, shall procure and maintain on Lessor's Real Property, bodily injury and property damage insurance with a combined single limit of at least One Million Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of Lessor, its employees and agents arising out of or in connection with Lessor's use, occupancy and maintenance of Lessor's Real Property. Lessor, Lessor's elected officials, officers, employees, and volunteers shall be named as an additional insured on Lessee's Commercial General Liability and Automobile Liability policies as respects this Lease. Each party shall provide to the other a certificate of insurance evidencing the coverage required by this Section 16 within thirty (30) days after the Commencement Date. Lessor reserves the right to amend the policy limits required of Lessee upon the commencement of each Renewal Term to reflect what is required by lessors of the same or other wireless lessees operating in the City of Placentia or in similar areas with similar operations and reasonably commensurate with then-existing telecommunications industry standards.

The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to Lessor's Real

Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

17. Assignments or Transfers. Lessee shall not assign or transfer this Lease to any other person or entity in whole or in part unless the assignee or transferee first agrees in writing to fulfill all of the duties and obligations of Lessee in this Lease accruing thereafter, and Lessor has approved in writing of the assignment or transfer, and Lessor's City Attorney shall first approve in writing of the form of the assignment or transfer document. Notwithstanding the forgoing however, Lessee may assign this Lease upon written notice to Lessor to Lessee's parent or subsidiary or any subsidiary of Lessee's parent, or any person or entity which acquires all or substantially all of Lessee's assets in the market defined by the FCC in which Lessor's Real Property is located by reason of a merger, acquisition, or other business reorganization, and assumes all obligations of Lessee under this Lease. Upon such assignment, Lessee shall be relieved of all liabilities and obligations hereunder (whether accruing prior to or after the effective date of assignment) provided that, in all cases, the assignee: (i) shall be fully responsible for all such liabilities and obligations; (ii) shall first accept all such liabilities and obligations in writing and (iii) is of substantially similar financial strength or credit worthiness to Lessee at the inception of this Lease. Provided conditions (i)-(iii) above are met, Lessor shall look solely to the assignee for performance under this Lease following such assignment and all of assignor rights herein shall terminate. Notwithstanding anything to the contrary contained in this Lease, Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Lease to any financing entity, or agent on behalf of any financing entity to whom Lessee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by loans, bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

18. Lessee's Subsequent Users and Subsequent Co-Users. Lessee shall have the privilege, subject to the prior written consent of Lessor, to enter into separate agreements with third parties to permit a portion of the Premises and Lessee's Facilities to be used by others whose business is the provision of wireless communications services, subject to the following conditions:

(a). Lessee may sublease vertical space on the monoecalyptus appearing in Exhibit "B" to third party providers of communications services ("Subsequent Users") in accordance with this Section 18, subject to those Subsequent Users: (1) obtaining all necessary Governmental Approvals from governmental agencies having jurisdiction, and (2) provided Lessor has negotiated a lease or license directly with the Subsequent User for its use of ground space, and (3) Lessor is granted an opportunity to review and approve the Subsequent User's proposed plans and drawings, which approval, may be conditioned on the Subsequent User's installation meeting Lessor's reasonable aesthetic requirements. Lessor shall be responsible for approving the location of the Subsequent User's ground equipment outside of the Premises. Lessee

shall retain all rights to rental income from any Subsequent User with respect to the sublease for space on the monoecalyptus, and Lessor shall retain all rights to rental income from any Subsequent User with respect to the ground space lease or license it grants to the Subsequent User. If approved by Lessor and if all government zoning and other permits are obtained, Lessee and the Subsequent User(s) shall be entitled to modify their respective facilities and to erect additional improvements on the Premises, including but not limited to antennas, dishes and cabling, as are reasonably required for the operation and maintenance of the communications equipment to be installed on the monoecalyptus by the Subsequent User(s). All Subsequent Users shall be entitled to all rights of ingress and egress to the Premises and the right to install utilities, provided same is approved by Lessor.

(b). Lessee may allow third party providers of communications services ("Subsequent Co-Users") in accordance with this Section 18 to utilize Lessee's Facilities for the purpose of transmitting and/or receiving radio frequency transmissions that would otherwise be subject to Section 18(a), subject to (1) Lessee providing prior written notice to Lessor of each such Subsequent Co-User, and (2) no Subsequent Co-User shall be allowed to install any equipment whatsoever within the Premises, and (3) no Subsequent Co-User shall be allowed any physical occupancy of the Premises, and (4) for each Subsequent Co-User Lessee shall remit to Lessor on a monthly basis a sum equal to fifty percent (50%) of the rent or rent-equivalent charged by Lessee to the Subsequent Co-User, and (5) Lessee's rent or rent-equivalent charged to the Subsequent Co-User shall not be less than fifty percent of the Rent then charged by Lessor to Lessee.

(c). Any attempt by Lessee to grant rights of any kind in the Premises or this Lease that exceed those granted herein by Lessor to Lessee shall be *void ab initio*.

19. Non-disturbance and Quiet Enjoyment; Subordination; Estoppel Certificates.

(a). So long as Lessee is not in default under this Lease beyond all applicable cure periods, Lessee shall be entitled to quiet enjoyment of the Premises during the term of this Lease and any Renewal Term, and Lessee shall not be disturbed in its occupancy and use of the Premises or the exercise of its rights and privileges as granted herein.

(b). This Lease shall be subordinate to each and every deed of trust, mortgage or other security instrument which may now or hereafter affect Lessor's Real Property and to any renewals, extensions, supplements, amendments, modifications or replacements thereof. As a condition of such subordination, Lessor shall obtain and Lessee shall execute and deliver promptly any commercially reasonable agreement of subordination, provided that such agreement acknowledges that this Lease remains in full force and effect, recognizes Lessee's right to non-disturbance and quiet enjoyment of the Premises so long as Lessee is not in default under this Lease beyond all applicable cure periods, and Lessee's liability shall be capped at the remaining Rent under this Lease. If any mortgagee or lender succeeds to Lessor's interest in Lessor's Real Property through a foreclosure proceeding or by a deed in lieu of foreclosure, Lessee shall attorn to and recognize such successor as Lessor under this Lease provided such party similarly agrees not to disturb Lessee's occupancy and use of the Premises or the exercise of its rights and privileges as granted herein.

(c). At any time upon receipt by a party hereto of not less than thirty (30) days' prior written notice by the other party, the party requested shall execute, acknowledge and deliver to the other party or any other party specified by the requesting party, a statement in writing certifying that this Lease is in full force and effect, if true, and the status of any continuing defaults under this Lease, to the requested party's actual knowledge.

20. Indemnification.

(a). Lessee's Indemnity. Lessee hereby agrees to defend, indemnify and hold Lessor and Lessor's elected and appointed officials, officers, employees, and volunteers (collectively, "Lessor's Indemnitees") free and harmless from and against any and all losses, claims, liabilities, damages, actions, causes of action, costs and expenses (including reasonable attorney's fees and costs of court) and injuries (including personal injuries or death) to the extent caused by Lessee's negligent occupation, use, operation, maintenance or repair of Lessee's Facilities at the Premises or access over Lessor's Real Property to the Premises, except to the extent resulting from the negligence or willful misconduct of Lessor or Lessor's Indemnitees, or any of them.

(b). Lessor's Indemnity. Lessor hereby agrees to defend, indemnify and hold Lessee and Lessee's officers, directors, partners, shareholders, employees, agents, contractors or subcontractors (collectively, "Lessee's Indemnitees") free and harmless from and against any and all losses, claims, liabilities, damages, actions, causes of action, costs and expenses (including reasonable attorney's fees and costs of court) and injuries (including personal injuries or death) to the extent caused by Lessor's use, operation, maintenance or repair of improvements on Lessor's Real Property as may be imposed pursuant to the provisions of the California Tort Claims Act, California Government Code §§ 810, *et seq.*, the use of Lessor's Real Property by other tenants or lessees of Lessor, any violation of governmental regulations relating to the Premises and any towers used by Lessee (including the lighting or painting for aviation pathways), except to the extent resulting from the negligence or willful misconduct of Lessee or Lessee's Indemnitees, or any of them.

(c). Special Damages. Notwithstanding any other provision of this Lease, neither party shall be liable to the other for consequential damages, damages for lost income and profits, exemplary or punitive damages or other special damages, whether in tort, contract or equity.

(d). Survival of Indemnity Provisions. The indemnity provisions of this Section 20 shall survive the expiration, cancellation or expiration of this Lease for the length of the applicable statute of limitations term during which a claim may be filed plus thirty (30) days, and any claims for indemnification under this Section 20 shall be brought within that period.

21. Hazardous Material. Lessee agrees that it will not use, generate, store or dispose of any Hazardous Material (as defined below) in, on, under, about or within Lessor's Real Property in violation of any law or regulation. Lessor represents, warrants and agrees: (1) that neither Lessor nor, to Lessor's knowledge, any third party has used, generated, stored or disposed of, or permitted

the use, generation, storage or disposal of, any Hazardous Material (defined below) on, under, about or within Lessor's Real Property in violation of any law or regulation, and (2) that Lessor will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Material on, under, about or within Lessor's Real Property in violation of any law or regulation. Lessor and Lessee each agree to defend, indemnify and hold harmless the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) arising from any breach of any representation, warranty or agreement contained in this Section. As used in this Section, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, any substance known by the State in which Lessor's Real Property is located to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation.

22. Notices and Deliveries. Any notice or demand required to be given herein shall be made by first class certified or registered mail, return receipt requested, or by reliable national overnight delivery service, postage pre-paid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

Lessor:	City of Placentia 401 E. Chapman Avenue Placentia, CA 92879 Attn: City Administrator
With a copy to:	City Attorney 401 E. Chapman Avenue Placentia, CA 92870
Lessee:	Los Angeles SMSA Limited Partnership d/b/a Verizon Wireless 180 Washington Valley Road Bedminster, New Jersey 07921 Attention: Network Real Estate

Lessor or Lessee may from time to time designate any other addressees and addresses for notices or deliveries by written notice to the other party.

23. Bankruptcy.

(a). Lessor and Lessee hereby expressly agree and acknowledge it is the intention of both Parties that if, during the term of this Lease, either party shall become a debtor in any voluntary or involuntary bankruptcy proceeding (a Proceeding) under the United States Bankruptcy Code, 11 U.S.C. § 101, *et seq.* ("Code"), this Lease is and shall be treated as an unexpired lease of nonresidential real property for purposes of § 365 of the Code, 11 U.S.C. § 365 (as may be amended), and, accordingly, shall be subject to the provisions of subsections (d)(3) and (d)(4) of said § 365 (as may be amended).

(b). Any person or entity to which this Lease is assigned pursuant to the provisions of the Bankruptcy Code, 11 USC § 101, *et seq.*, shall be deemed without further act to have assumed all of the obligations of Lessee arising under this Lease both before and after the date of such assignment. Any such assignee shall upon demand execute and deliver to Lessor an instrument confirming such assumption. Any monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid to Lessor, shall be the exclusive property of Lessor, and shall not constitute property of the Lessee or of the estate of Lessee within the meaning of the Bankruptcy Code. Any monies or other considerations constituting Lessor's property under the preceding sentence not paid or delivered to Lessor shall be held in trust for the benefit of Lessor and be promptly paid to Lessor.

24. Relocation. Lessor shall have the right once during or after the Third Renewal Term of this Lease to require Lessee, upon at least twelve (12) months written notice to Lessee and at Lessee's sole expense to relocate the Premises and Lessee's Facilities to another portion of Lessor's Real Property, selected by Lessor in consultation with Lessee, of equal size as the Premises and compatible for Lessee's use in Lessee's sole discretion. If an alternate location is agreed upon, Lessee shall relocate Lessee's Facilities upon receipt of all Governmental Approvals required for such relocation and Lessee's service will not be interrupted and Lessee shall be allowed if necessary to place a temporary cell site and antenna structure on Lessor's Real Property during relocation. In the event that Lessee is unable or unwilling to relocate its Premises and Lessee's Facilities as required by Lessor, Lessor may terminate this Lease pursuant to this Section 24 or withdraw its direction to relocate. Upon termination Lessee shall remove Lessee's Facilities from the Premises and return the Premises to Lessor within ninety (90) calendar days of termination in to the condition in which it existed immediately prior to the Commencement Date, normal wear and tear and casualty excepted. Notwithstanding the foregoing, Lessor shall not be permitted to require Lessee to relocate in order to accommodate another tenant at Lessor's Real Property.

25. Miscellaneous.

(a). Severability. If any provision of this Lease is held to be invalid or unenforceable by a court of competent jurisdiction with respect to any party, the remainder of this Lease or the application of such provision to persons other than those as to whom it is held invalid or unenforceable shall not be affected, each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law, and the Parties shall negotiate in good faith to amend this Lease to retain the economic effect of the invalid or unenforceable provisions. If any such action or determination renders the overall performance of this Lease impossible or materially impairs the original purpose, intent or consideration of this Lease, and the Parties are, despite the good faith efforts of each, unable to amend this Lease to retain the original purpose, intent and consideration in compliance with that court or agency determination, either party may terminate this Lease upon sixty (60) days' prior written notice to the other party.

(b). Binding Effect. Each party represents and warrants that said party has full power and authority, and the person(s) executing this Lease have full power and authority, to

execute and deliver this Lease, and that this Lease constitutes a valid and binding obligation of each party, enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforcement of creditor's rights generally and by general equitable principles (whether enforcement is sought in proceedings in equity or at law). This Lease shall be binding on and inure to the benefit of the successors and permitted assignees of the respective Parties.

(c). Waivers. No provision of this Lease shall be deemed to have been waived by a party unless the waiver is in writing and signed by the party against whom enforcement of the waiver is attempted. No custom or practice which may develop between the Parties in the implementation or administration of the terms of this Lease shall be construed to waive or lessen any right to insist upon strict performance of the terms of this Lease.

(d). Governing Law, Courts. This Lease shall be governed by and construed according to the laws of the State of California as such laws are applied to agreements entered into and to be performed entirely within California between California residents. Sole venue for any legal claim arising hereunder shall be in the Superior Court of the State of California in Orange County ("Court"). The Parties consent to *in personam* jurisdiction and *in rem* jurisdiction by the Court, and waive all claims of *forum non conveniens* and any and all other claims that would defeat the venue or jurisdiction of the Court.

(e). Attorneys' Fees and Costs. The prevailing party in any legal claim arising hereunder shall be entitled to its reasonable attorneys' fees and costs and court costs as may be awarded by the Court.

(f). Survival. Terms, conditions, obligations, and indemnifications of this Lease which by their sense and context survive the termination, cancellation or expiration of this Lease will so survive.

(g). Memorandum of Lease. Lessor acknowledges that a Memorandum of Lease substantially in the form annexed hereto as Exhibit "C" will be recorded by Lessee in the Official Records of the County where Lessor's Real Property is located.

(h). Entire Agreement; Amendments. This Lease constitutes the entire agreement and understanding between the Parties regarding Lessee's lease of the Premises and supersedes all prior and contemporaneous offers, negotiations and other agreements concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by duly authorized representatives of both Parties.

(i). No Presumptions Regarding Preparation of Lease. The Parties acknowledge and agree that each of the Parties has been represented by counsel or has had full opportunity to consult with counsel and that each of the Parties has participated in the negotiation and drafting of this Lease. Accordingly, it is the intention and agreement of the Parties that the language, terms and conditions of this Lease are not to be construed in any way against or in favor of any party

hereto by reason of the roles and responsibilities of the Parties or their counsel in connection with the preparation of this Lease.

(j). Interpretation.

(1). Unless the context of this Lease clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

(2). The headings in this Lease are for reference only and are not incorporated in any term herein.

(k). No Personal Liability of Officials and Employees of either Party. No elected official, officer, employee, agent, or volunteer of either party shall be personally liable for any default or liability whatsoever under this Lease, except in instances of criminal negligence.

(l). Public Document. Lessor is a Charter City and municipal corporation under the laws of the State of California. Lessor and Lessee acknowledge that this Lease is subject to public disclosure as specified by California Government Code § 6250 *et seq.* and is a "public record" within the meaning of California Government Code § 6252(e).

(m). No Assurances. Execution of this Lease is completely unrelated to any and all City of Placentia ("City") planning process(es) and all other required municipal licenses, permits, authorizations, and approvals whatsoever which shall be subject to the normal planning and zoning processes of the City. Grant of this Lease does not assure Lessee that it will be successful in whole or in part in securing any or all required City permits, or any other required permits or authorizations. Lessee is solely responsible, at its sole expense, for securing any and all required governmental authorizations to construct and to operate Lessee's Facilities which shall be reviewed pursuant to prevailing City requirements at that time.

(n). Payment of Sums during Breach. The receipt of any sum paid by Lessee to Lessor after a breach of this Lease shall not be deemed a waiver of such breach unless expressly set forth in writing by Lessor.

(o). Claims. Any claim by Lessee against Lessor arising hereunder shall be subject to California Government Code § 800, *et seq.*, and Chapter 1.16 of the Placentia Municipal Code.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Lease to be executed by their duly authorized representatives on the dates set forth below and acknowledge that this Lease is effective as of the last date written below.

LESSOR:

City of Placentia

Troy L. Butzlaff, ICMA-CM
City Administrator

ATTEST: _____

Patrick J. Melia,
City Clerk

Approved as to form:

Andrew V. Arczynski,
City Attorney

LESSEE:

Los Angeles SMSA Limited Partnership d/b/a Verizon Wireless

By: AirTouch Cellular, its General Partner

By: _____

(Signature)

Print Name: **Brian Mecum**

Title: Area Vice President Network

Date: _____

[Notary Acknowledgments Follow]

LESSOR ACKNOWLEDGMENT:

State of California

County of _____)

On _____ before me,

(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

State of California

County of _____)

On _____ before me,

(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT "A"

DESCRIPTION OF LESSOR'S REAL PROPERTY

All that certain real property situated in the County of Orange, State of California, described as follows:

Parcel 1:

That portion of Lot 1, in Block "E" of Tract Number 56, Kraemer Tract Number 2, in the City of Placentia, County of Orange, State of California, as per map recorded in Book 10, Page(s) 4, Miscellaneous Maps, more specifically described as follows:

Beginning at the Northwesterly corner of said Lot 1, Block E; Thence proceeding South 12° 24' 17" West, a distance of 836.12 feet along the Westerly line of said Lot 1, said line also being the Easterly

line of Tract 9113 and Tract 8459, as shown on Maps recorded in Book 374, Page(s) 21 through 23 and Book 382, Page(s) 25 through 27, respectively, records of Orange County, to the True Point of Beginning; said True Point of Beginning also being South 12° 14' 17" West, a distance of 21.36 feet from the Northeasterly corner of Lot No. 7 of said Tract 8459; Thence proceeding North 12° 14' 17" East, a distance of 350.0 feet; Thence South 87° 30' 30" East, a distance of 400.0 feet; Thence South 12° 14' 17" West, a distance of 350.0 feet; Thence North 87° 30' 30" West, a distance of 400.0 feet to the True Point of Beginning.

Excepting therefrom that portion as conveyed to Giuseppe and Constance Along, husband and wife as joint tenants by Grant Deed recorded July 30, 1982 as Instrument No. 82-265580 of Official Records.

Also, excepting therefrom all oil, gas, minerals and other hydrocarbons, below a depth of 500 feet, without the right of surface entry, as reserved by document recorded in Book 367, Page(s) 45, of Deeds, records of Orange County.

Parcel 2:

Lots A and B of Tract No. 10298, in the City of Placentia, County of Orange, State of California, as per Map recorded in Book 451, Pages 7 through 11, Records of said County.

Excepting therefrom all oil, gas, minerals and other hydrocarbons, below a depth of 500 feet, without the right of surface entry, as reserved by document recorded in Book 367, Page(s) 45, of Deeds, records of

Orange County.

Assessor's Parcel Number: 340-402-01, 340-461-12, 13 and 24

EXHIBIT "B"

DESCRIPTION OF PREMISES

to the Lease Agreement dated _____, 201__, by and between City of Placentia, as Lessor, and Los Angeles SMSA Limited Partnership d/b/a Verizon Wireless, as Lessee.

The Premises consist of those specific areas described/shown below or attached where Lessee's communications antennae, equipment and cables occupy Lessor's Real Property. The Premises and the associated utility connections and access, including easements, ingress, egress, dimensions, and locations as described/shown, are approximate only and may be adjusted or changed by Lessee at the time of construction and thereafter only with Lessor's prior written permission.

SEE ATTACHED.

(A final drawing or copy of a property survey and site plan depicting the above shall replace this Exhibit B when initialed by Lessor or Lessor's designated agent and may be modified from time to time when initialed by both Lessor and Lessee.)

EXHIBIT "C"

to the Lease Agreement dated _____, 201__, by and between City of Placentia, as Lessor, and Los Angeles SMSA Limited Partnership d/b/a Verizon Wireless, as Lessee.

MEMORANDUM OF LEASE

Prepared by:

McGuireWoods LLP

1800 Century Park East, 8th Floor

Los Angeles, CA 90067

& When Recorded Return to:

McGuireWoods LLP

1800 Century Park East, 8th Floor

Los Angeles, CA 90067

Attn: **Charlotte K. Pashley**

APN: 340-402-01, 340-461-12, 13 and 24

(Space Above This Line For Recorder's Use Only)

Re: Market: Southern California

Site Name: Richard Samp Park

FA Number: 131002

Address: 600 Loyola Drive, Placentia CA 92870

County: Orange

This Memorandum of Lease is entered into on this ____ day of _____, 201__, by and between City of Placentia, with an office at 401 E. Chapman Avenue, Placentia, CA 92879 (hereinafter referred to as "Lessor"), and Los Angeles SMSA Limited Partnership d/b/a Verizon Wireless, having a mailing address of One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (hereinafter referred to as "Lessee").

1. Lessor and Lessee entered into a Communications Site Lease ("Lease") on the ____ day of _____, 201__, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Lease.

2. The term of the Lease is for five (5) years commencing on the Commencement Date of the Lease, and terminating on the fifth (5th) anniversary of the Commencement Date, with four (4) successive five (5) year options to renew. The total guaranteed term of the Lease is less than thirty-five (35) years.

3. The land, located at **600 Loyola Drive**, Placentia, CA ("Property"), and which is the subject of the Agreement is described in Exhibit A annexed hereto.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Leaseas of the day and year first above written.

LESSOR:

LESSEE:

City of Placentia

Los Angeles SMSA Limited Partnership d/b/a
Verizon Wireless

By: AirTouch Cellular, its General Partner

By: _____

By: _____

Name: _____

Name: Brian Mecum

Title: _____

Title: Area Vice President Network

Date: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

[Notary Acknowledgments Follow]

LESSOR ACKNOWLEDGMENT:

State of California)

County of _____)

On _____ before me,
_____, Notary

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

State of California)

County of _____)

On _____ before me,
_____, Notary Public, _____ personally appeared _____, who proved to

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

LESSEE ACKNOWLEDGMENT:

State of California)

)

County of Orange)

On _____, 201__, before me, _____, Notary Public, personally appeared **Brian Mecum**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature of Notary Public

Place Notary Seal Above

EXHIBIT A

DESCRIPTION OF THE PROPERTY

All that certain real property situated in the County of Orange, State of California, described as follows:

Parcel 1:

That portion of Lot 1, in Block "E" of Tract Number 56, Kraemer Tract Number 2, in the City of Placentia, County of Orange, State of California, as per map recorded in Book 10, Page(s) 4, Miscellaneous Maps, more specifically described as follows:

Beginning at the Northwesterly corner of said Lot 1, Block E; Thence proceeding South $12^{\circ} 24' 17''$ West, a distance of 836.12 feet along the Westerly line of said Lot 1, said line also being the Easterly

line of Tract 9113 and Tract 8459, as shown on Maps recorded in Book 374, Page(s) 21 through 23 and Book 382, Page(s) 25 through 27, respectively, records of Orange County, to the True Point of Beginning; said True Point of Beginning also being South $12^{\circ} 14' 17''$ West, a distance of 21.36 feet from the Northeasterly corner of Lot No. 7 of said Tract 8459; Thence proceeding North $12^{\circ} 14' 17''$ East, a distance of 350.0 feet; Thence South $87^{\circ} 30' 30''$ East, a distance of 400.0 feet; Thence South $12^{\circ} 14' 17''$ West, a distance of 350.0 feet; Thence North $87^{\circ} 30' 30''$ West, a distance of 400.0 feet to the True Point of Beginning.

Excepting therefrom that portion as conveyed to Giuseppe and Constance Along, husband and wife as joint tenants by Grant Deed recorded July 30, 1982 as Instrument No. 82-265580 of Official Records.

Also, excepting therefrom all oil, gas, minerals and other hydrocarbons, below a depth of 500 feet, without the right of surface entry, as reserved by document recorded in Book 367, Page(s) 45, of Deeds, records of Orange County.

Parcel 2:

Lots A and B of Tract No. 10298, in the City of Placentia, County of Orange, State of California, as per Map recorded in Book 451, Pages 7 through 11, Records of said County.

Excepting therefrom all oil, gas, minerals and other hydrocarbons, below a depth of 500 feet, without the right of surface entry, as reserved by document recorded in Book 367, Page(s) 45, of Deeds, records of

Orange County.

Assessor's Parcel Number: 340-402-01, 340-461-12, 13 and 24

LEGEND:

- | | | |
|------------------------------|----------------------|----------------------------|
| AC ASPHALT CONCRETE | MS NEW STRIP | □ BLOCK WALL |
| APN AREA | NATURAL GROUND | ○ CHAIN LINK FENCE |
| BM BENCH MARK | OUTSIDE FACE OF WALL | ○ CENTERLINE |
| CD CONCRETE PAD | POSS. LINE | ○ FIRE HYDRANT |
| CLF CHAIN LINK FENCE | SPRINKLER | ○ FOUND MONUMENT |
| CO CONCRETE | STORM DRAIN MANHOLE | ○ GRAVE |
| EM ELECTRICAL METER | STORM DRAIN MANHOLE | ○ IRRIGATION CONTROL VALVE |
| EDG EDGE OF CONCRETE | SEWER MANHOLE | ○ MANHOLE |
| EP EDGE OF PAVEMENT | STREET SIGN | ○ SEWER MANHOLE |
| EPB ELECTRICAL PULL BOX | STORAGE CONTAINER | ○ STORM DRAIN MANHOLE |
| FO FOUND | TOP OF GRAVE | ○ STREET SIGN |
| FN FIRE HYDRANT | TELEPHONE MANHOLE | ○ STREET SIGN |
| FL FLOW LINE | TOP | ○ WATER METER |
| FLR FLOOR | TELEPHONE PULL BOX | ○ WATER VALVE |
| GL GUTTER LINE | TOP | ○ WALKWAY |
| GR GRASS | TELEPHONE PULL BOX | ○ WATER VALVE |
| GRS GRASS | TOP | ○ WALKWAY |
| HO HOUSE | TELEPHONE PULL BOX | ○ WALKWAY |
| HOV IRRIGATION CONTROL VALVE | TELEPHONE PULL BOX | ○ WALKWAY |
| HP HOUSE | TELEPHONE PULL BOX | ○ WALKWAY |
| LD LEAD AND TACK | TELEPHONE PULL BOX | ○ WALKWAY |
| LI LIGHT | TELEPHONE PULL BOX | ○ WALKWAY |
| LT LEAD, TACK AND TAC | TELEPHONE PULL BOX | ○ WALKWAY |

COORDINATES:

LATITUDE 33°02'27.34" N
 LONGITUDE 117°51'22.84" W
 1983 NAD GEODETIC COORDINATES AND ELEVATIONS WERE ESTABLISHED USING SURVEY GRADES "ASHTON" G.P.S. RECEIVERS AND ASHTECH SURVEY GRADE PRECISION SOFTWARE FOR POST-PROCESSING.

BASIS OF BEARINGS:

THE CENTERLINE OF LOYOLA DRIVE BEING NORTH 89°00'00" WEST PER TRACT NO. 8113, M.M. 12/4/11-13, RECORDS OF ORANGE COUNTY.

ASSESSOR'S IDENTIFICATION:

ORANGE COUNTY A.P.N. 340-461-10, 12 AND 24

AREA:

3.266 ACRES PER ORANGE COUNTY ASSESSOR

DATE OF SURVEY:

MARCH 12, 2014

BENCH MARK REFERENCE:

U.S.C.S. BENCH MARK "BM 249"
 UNITED STATES GEOLOGICAL SURVEY BENCH MARK "BM 249" AS SHOWN ON THE "BRANDET 7.5 WHITE QUADRANGLE MAP."
 ELEVATION: 351.5 FEET AM.S.L. (NAVD83) (DATA UNVERIFIED IN FIELD TO BE WITHIN 1" A ACCURACY STANDARDS)

TITLE REPORT IDENTIFICATION:

COMMONWEALTH LAND TITLE COMPANY, PRELIMINARY TITLE REPORT NO. 0802180A, DATED AS OF MARCH 10, 2014.

LIVING PLANTS STATEMENT:

THE HEIGHTS AND ELEVATIONS FOR THE TREES, BUSHES AND OTHER LIVING PLANTS SHOWN HEREON SHOULD BE CONSIDERED APPROXIMATE (+/-) AND ONLY VALID FOR THE DATE OF THIS SURVEY. THEY ARE PROVIDED AS A GENERAL REFERENCE AND SHOULD NOT BE USED FOR DESIGN PURPOSES.

EASEMENT NOTES

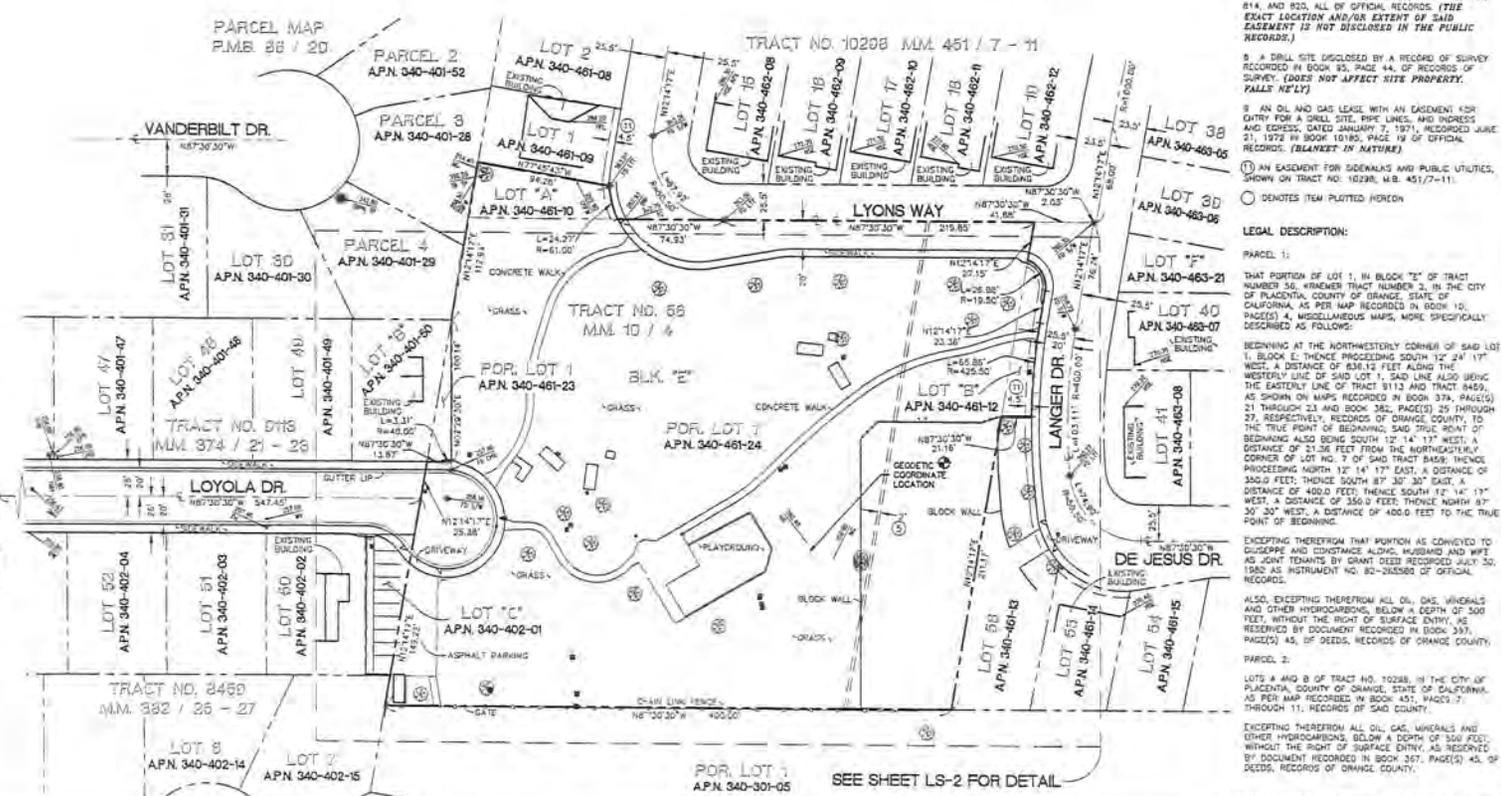
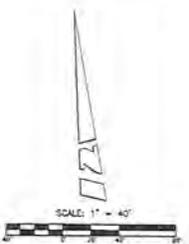
EASEMENTS SHOWN HEREON ARE PER COMMONWEALTH LAND TITLE COMPANY, PRELIMINARY TITLE REPORT NO. 0802180A, DATED AS OF MARCH 10, 2014.
 1 AN EASEMENT FOR PIPE LINES, INGRESS AND EGRESS, RECORDED IN BOOK 367, PAGE 45, OF DEEDS. (THE EXACT LOCATION AND/OR EXTENT OF SAID EASEMENT IS NOT DISCLOSED IN THE PUBLIC RECORDS.)
 2 AN EASEMENT GRANTED TO ANHEIM UNION WATER COMPANY FOR A CEVENT DITCH, RECORDED NOVEMBER 28, 1908 IN BOOK 84, PAGE 143 AND BOOK 6, 1904 IN BOOK 108, PAGE 40, BOTH OF DEEDS. (THE EXACT LOCATION AND/OR EXTENT OF SAID EASEMENT IS NOT DISCLOSED IN THE PUBLIC RECORDS.)
 3 AN OIL AND GAS LEASE WITH AN EASEMENT FOR ENTRY FOR A DRILL SITE, PIPE LINES, AND INGRESS AND EGRESS, DATED JANUARY 1, 1948, RECORDED DECEMBER 5, 1948 IN BOOK 1503, PAGE 426 OF OFFICIAL RECORDS. (BLANKET IN NATURE.)
 4 AN EASEMENT GRANTED TO SOUTHWEST CALIFORNIA Edison COMPANY FOR UTILITIES, RECORDED NOVEMBER 16, 1950 IN BOOK 2102, PAGE 505 OF OFFICIAL RECORDS.
 5 AN EASEMENT FOR ENTRY FOR A DRILL SITE, PIPE LINES, AND INGRESS AND EGRESS, RECORDED SEPTEMBER 13, 1968 IN BOOK 8720, PAGE 785, 801, 814, AND 823, ALL OF OFFICIAL RECORDS. (THE EXACT LOCATION AND/OR EXTENT OF SAID EASEMENT IS NOT DISCLOSED IN THE PUBLIC RECORDS.)
 6 A DRILL SITE DISCLOSED BY A RECORD OF SURVEY RECORDED IN BOOK 35, PAGE 44, OF RECORDS OF SURVEY. (DOES NOT AFFECT SITE PROPERTY. FALLS N.E.L.Y.)
 7 AN OIL AND GAS LEASE WITH AN EASEMENT FOR ENTRY FOR A DRILL SITE, PIPE LINES, AND INGRESS AND EGRESS, DATED JANUARY 7, 1971, RECORDED JUNE 21, 1972 IN BOOK 10185, PAGE 19 OF OFFICIAL RECORDS. (BLANKET IN NATURE.)
 8 AN EASEMENT FOR SIDEWALKS AND PUBLIC UTILITIES, SHOWN ON TRACT NO. 10208, M.M. 451/7-11.
 ○ DENOTES ITEM PLOTTED HEREON

LEGAL DESCRIPTION:

PARCEL 1:
 THAT PORTION OF LOT 1, IN BLOCK "E" OF TRACT NUMBER 56, KRAMER TRACT NUMBER 2, IN THE CITY OF PLACENTIA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 150, PAGE(S) 4, MISCELLANEOUS MAPS, MORE SPECIFICALLY DESCRIBED AS FOLLOWS:
 BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT 1, BLOCK "E", THENCE PROCEEDING SOUTH 12° 24' 11" WEST, A DISTANCE OF 836.18 FEET ALONG THE WESTERLY LINE OF SAID LOT 1, SAID LINE ALSO BEING THE EASTERN LINE OF TRACT 8113 AND TRACT 8459, AS SHOWN ON MAPS RECORDED IN BOOK 379, PAGE(S) 21 THROUGH 23 AND BOOK 345, PAGE(S) 29 THROUGH 27, RESPECTIVELY, RECORDS OF ORANGE COUNTY, TO THE TRUE POINT OF BEGINNING, SAID TRUE POINT OF BEGINNING ALSO BEING SOUTH 12° 14' 11" WEST, A DISTANCE OF 51.36 FEET FROM THE NORTHWESTERLY CORNER OF LOT NO. 7 OF SAID TRACT 8459, THENCE PROCEEDING NORTH 12° 14' 11" EAST, A DISTANCE OF 350.0 FEET; THENCE SOUTH 87° 30' 30" EAST, A DISTANCE OF 400.0 FEET; THENCE SOUTH 12° 14' 11" WEST, A DISTANCE OF 350.0 FEET; THENCE NORTH 87° 30' 30" WEST, A DISTANCE OF 400.0 FEET TO THE TRUE POINT OF BEGINNING.
 EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO GUSPERE AND CONSTANCE ALONG, HUSBAND AND WIFE AS JOINT TENANTS BY GRANT DEED RECORDED JULY 30, 1982 AS INSTRUMENT NO. 82-215589 OF OFFICIAL RECORDS.
 ALSO, EXCEPTING THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBONS, BELOW A DEPTH OF 500 FEET, WITHOUT THE RIGHT OF SURFACE ENTRY, AS RECEIVED BY DOCUMENT RECORDED IN BOOK 367, PAGE(S) 45, OF DEEDS, RECORDS OF ORANGE COUNTY.

PARCEL 2:

LOTS A AND B OF TRACT NO. 10208, IN THE CITY OF PLACENTIA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 457, PAGE(S) 7, THROUGH 11, RECORDS OF SAID COUNTY.
 EXCEPTING THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBONS, BELOW A DEPTH OF 500 FEET, WITHOUT THE RIGHT OF SURFACE ENTRY, AS RECEIVED BY DOCUMENT RECORDED IN BOOK 367, PAGE(S) 45, OF DEEDS, RECORDS OF ORANGE COUNTY.



15505 SAND CANYON AVE.
 BUILDING 'D' 1ST FLOOR
 IRVINE, CA 92618
 PHONE (949) 286-7000

FULSANG ARCHITECTURE

3400 VIA SPORTS, SUITE 204
 NEWPORT BEACH, CA 92663
 PHONE (949) 436-1130

SCALE

PREPARED BY:

BERT BASS
 A S E C I A T I O N P L C
 LAND SURVEYING & MAPPING

3180 AIRWAY AVENUE, SUITE 11
 COSTA MESA, CALIFORNIA 92626
 714 557-1567 OFFICE
 714 557-1568 FAX

SUBMITTALS			
REV.	DATE	DESCRIPTION	BY
1	03/19/14	ISSUED FOR REVIEW	HF
2	04/14/14	ADD TITLE INFO.	JA

BRADFORD
 600 LOYOLA DRIVE
 PLACENTIA, CA 92870

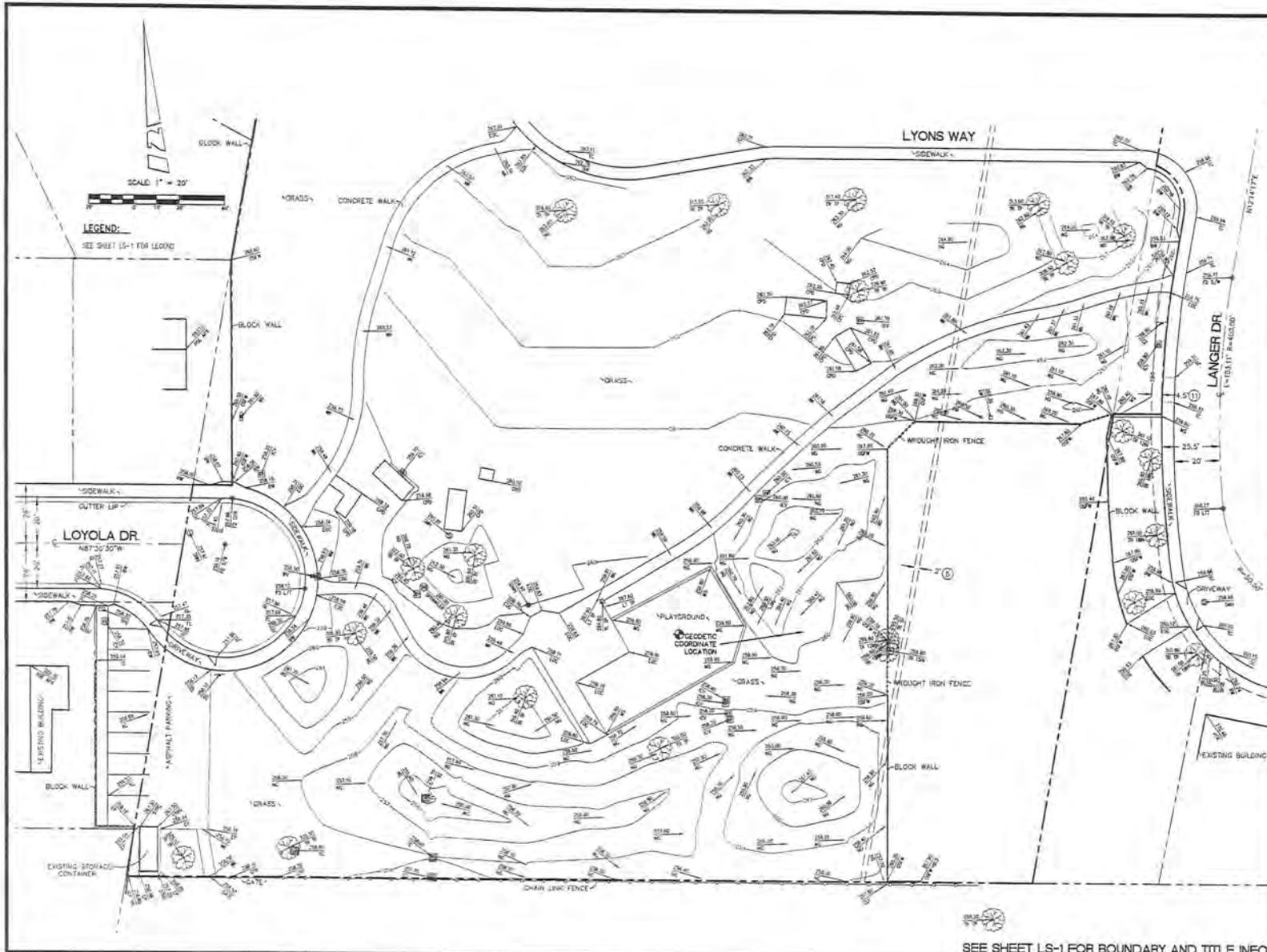
SHEET TITLE

TOPOGRAPHIC SURVEY

SHEET NUMBER

LS-1

SEE SHEET LS-2 FOR SITE DETAILS



veri **ZON** wireless
 15505 SAND CANYON AVE
 BUILDING 'D' 1st FLOOR
 IRVINE, CA 92618
 PHONE (949) 255-7000

FULSANG
ARCHITECTURE
 3400 VAN DORN RD, SUITE 204
 NEWPORT BEACH, CA 92663
 PHONE (949) 838-4139



PREPARED BY:
BERT HAZZ
 A S C I A S I N C
 LAND SURVEYING & MAPPING
 3788 ADWAY AVENUE, SUITE 411
 COSTA MESA, CALIFORNIA 92626
 714.557-1547 OFFICE
 714.557-1548 FAX

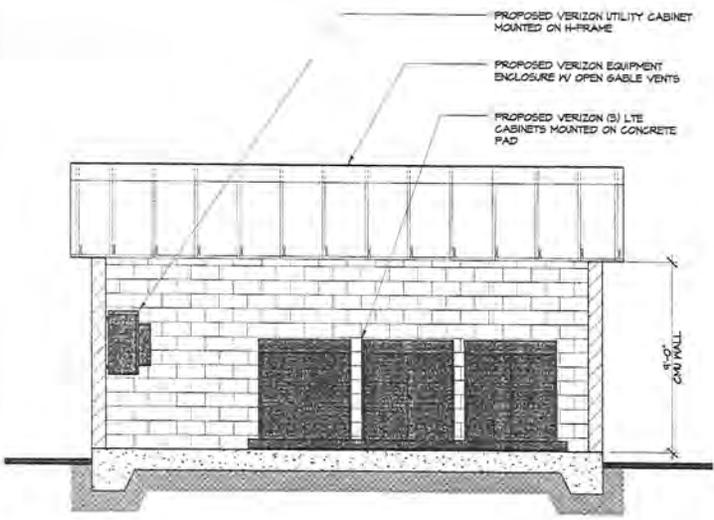
SUBMITTALS

REV.	DATE	DESCRIPTION	BY
1	03/19/14	ISSUED FOR REVIEW	RF
2	04/14/14	ADD TITLE INFO.	JA

BRADFORD
 600 LOYOLA DRIVE
 PLACENTIA, CA 92870

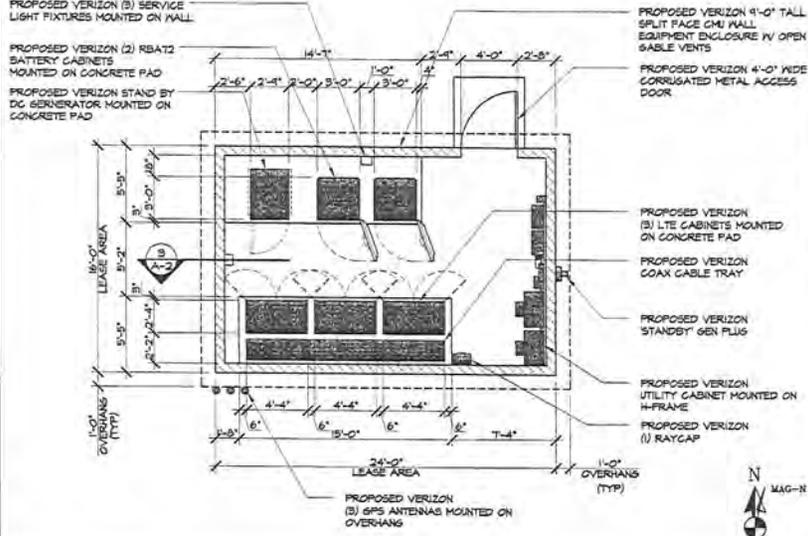
SHEET TITLE
 TOPOGRAPHIC SURVEY

SHEET NUMBER
LS-2



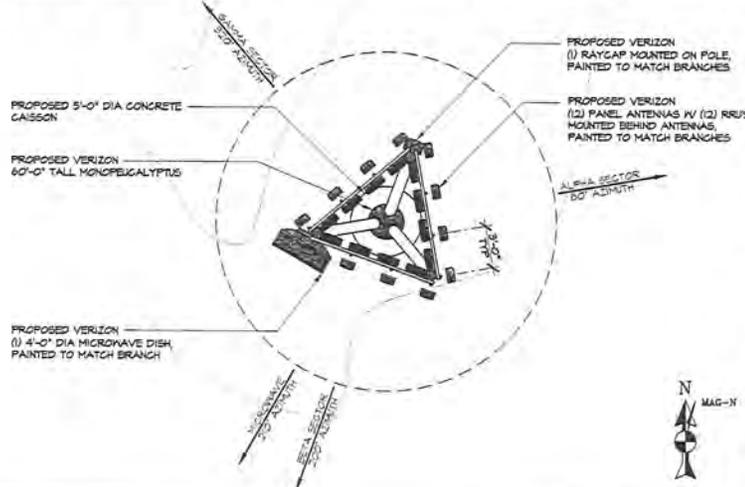
SECTION

SCALE @ 1/4"=1'-0"
SCALE @ 3/16"=1'-0"



LEASE AREA PLAN

SCALE @ 1/4"=1'-0"
SCALE @ 3/16"=1'-0"



ANTENNA PLAN

SCALE @ 1/4"=1'-0"
SCALE @ 3/16"=1'-0"



15505 SAND CANYON AVE
BUILDING 'D' 1ST FLOOR
IRVINE, CA 92618

FULSANG
ARCHITECTURE
3471 VA LEO, SUITE 202
HOUSTON, TX, CA 92663
PHONE: (949) 838-4138

SEAL

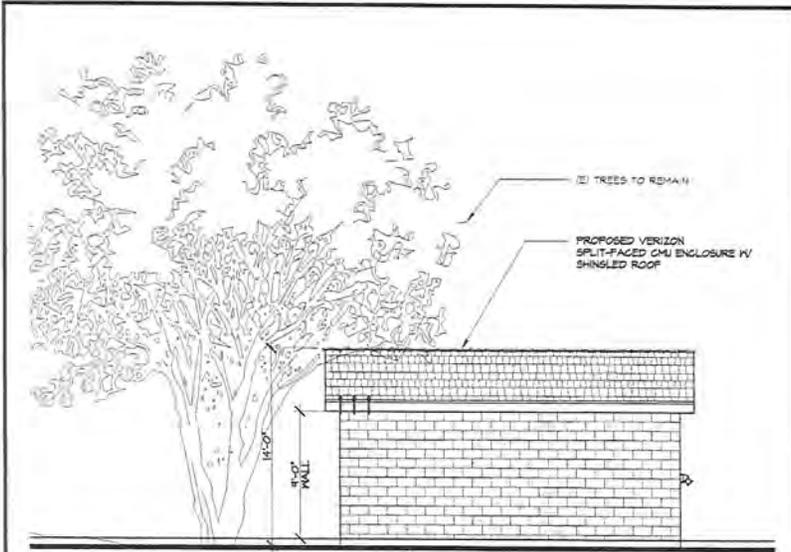
ISSUED FOR: ZONING REVIEW
ISSUE DATE: 06/04/2014
PROJECT No. FA131002
DRAWN BY: MP CHECKED BY: EF

SUBMITTALS			
REV.	DATE	DESCRIPTION	BY
0	04/17/14	ZONING REVIEW	MP
1	04/22/14	CLIENT COMMENTS	EA
2	05/05/14	CLIENT COMMENTS	EA

BRADFORD
600 LOYOLA DRIVE
PLACENTIA, CA 92870

SHEET TITLE
**LEASE AREA PLAN,
ANTENNA PLAN
& SECTION**

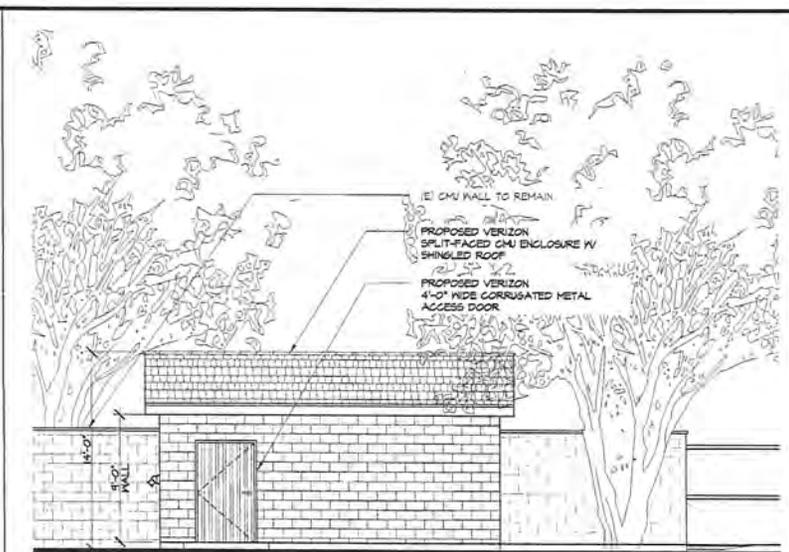
SHEET NUMBER
A-2



SOUTH ELEVATION

SCALE @ 1/4" = 1'-0"
SCALE @ 3/16" = 1'-0"

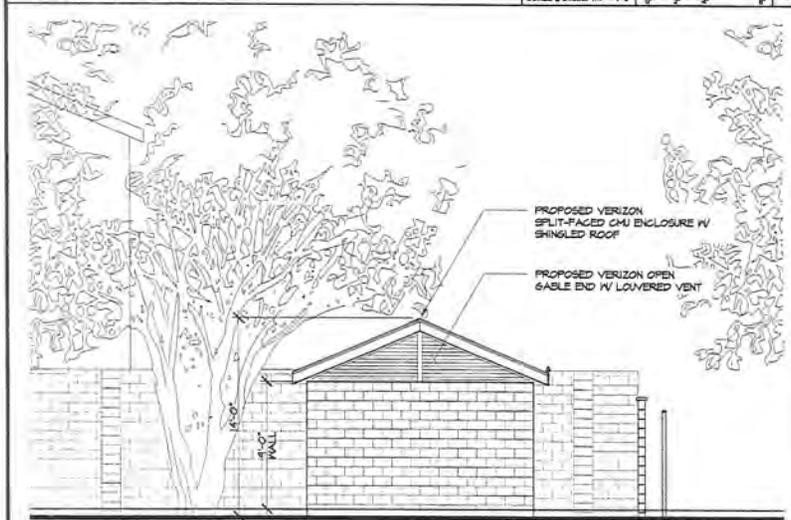
3



NORTH ELEVATION

SCALE @ 1/4" = 1'-0"
SCALE @ 3/16" = 1'-0"

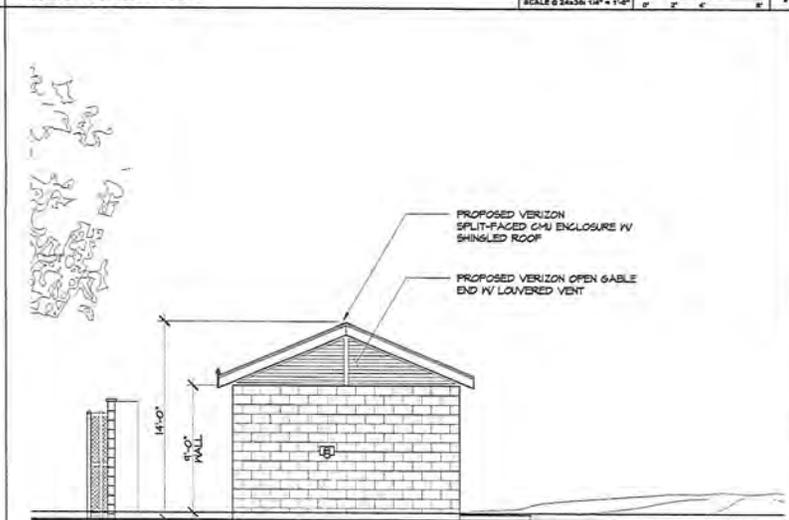
1



WEST ELEVATION

SCALE @ 1/4" = 1'-0"
SCALE @ 3/16" = 1'-0"

4



EAST ELEVATION

SCALE @ 1/4" = 1'-0"
SCALE @ 3/16" = 1'-0"

2



15505 SAND CANYON AVE
BUILDING D' 1ST FLOOR
IRVINE, CA 92618

**FULSANG
ARCHITECTURE**

2471 WA LEO, SUITE 202
NEWPORT BEACH, CA 92662
PHONE: (949) 838-1138

SEAL

ISSUED FOR: ZONING REVIEW
ISSUE DATE: 06/04/2014
PROJECT No. FA131002
DRAWN BY: MP CHECKED BY: EF

SUBMITTALS

REV.	DATE	DESCRIPTION	BY
0	04/17/14	ZONING REVIEW	MP
1	04/22/14	CLIENT COMMENTS	EA
2	05/05/14	CLIENT COMMENTS	EA

BRADFORD
600 LOYOLA DRIVE
PLACENTIA, CA 92870

SHEET TITLE

ELEVATIONS

SHEET NUMBER

A-3



15505 SAND CANYON AVE.
BUILDING 10, 1st FLOOR
IRVINE, CA 92618

FULSANG
ARCHITECTURE
3471 WA LAGO, SUITE 202
NEWPORT BEACH, CA 92663
PHONE: (949) 838-4138

SCALE

ISSUED FOR: ZONING REVIEW
ISSUE DATE: 05/04/2014
PROJECT No. FA131002
DRAWN BY: MP CHECKED BY: EF

SUBMITTALS

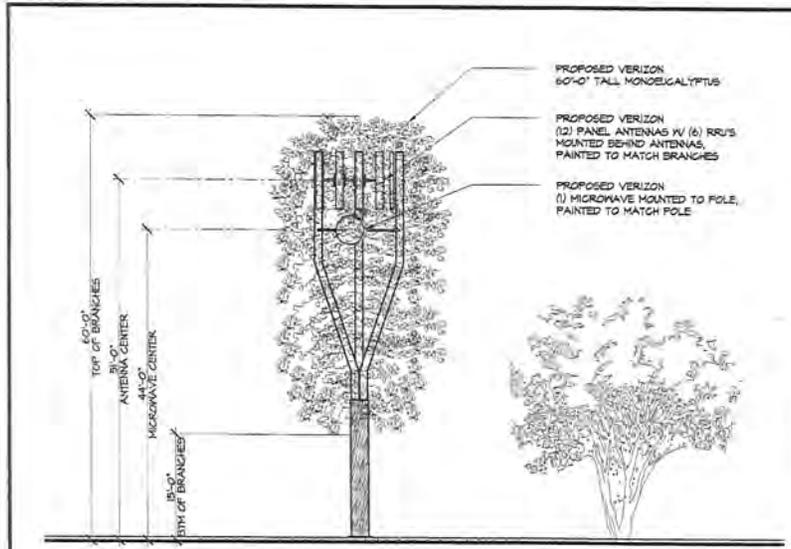
REV.	DATE	DESCRIPTION	BY
0	04/17/14	ZONING REVIEW	MP
1	04/22/14	CLIENT COMMENTS	EA
2	05/05/14	CLIENT COMMENTS	EA

BRADFORD
500 LOYOLA DRIVE
PLACENTIA, CA 92670

SHEET TITLE
**MONOEUCALYPTUS
ELEVATIONS**

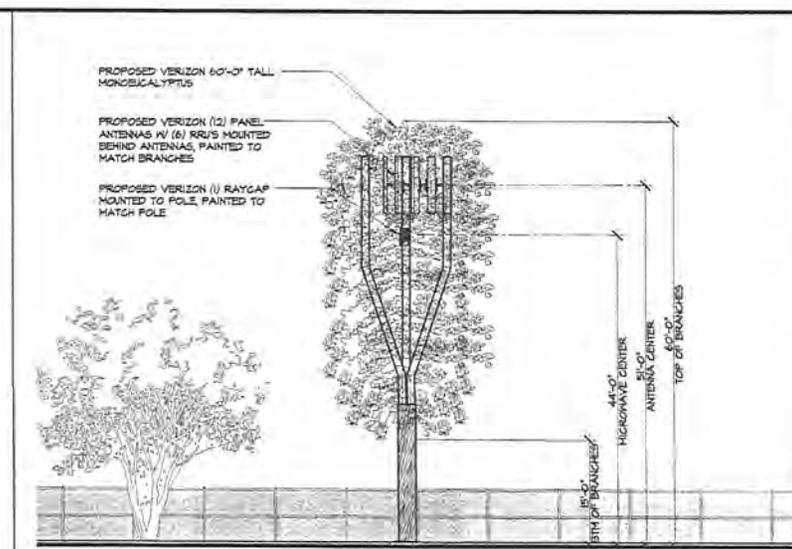
SHEET NUMBER

A-4



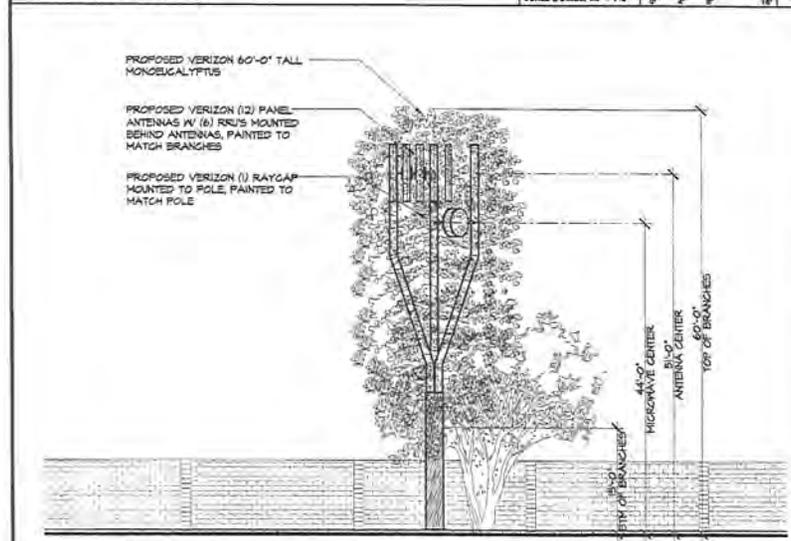
SOUTH ELEVATION

SCALE @ 1/16"=1'-0" = 1/4"
SCALE @ 2/32"=1'-0" = 1/8"



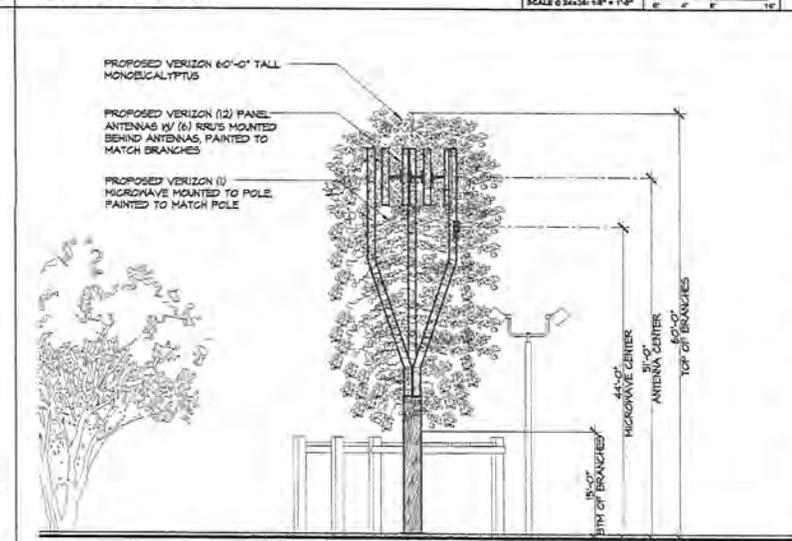
NORTH ELEVATION

SCALE @ 1/16"=1'-0" = 1/4"
SCALE @ 2/32"=1'-0" = 1/8"



WEST ELEVATION

SCALE @ 1/16"=1'-0" = 1/4"
SCALE @ 2/32"=1'-0" = 1/8"



EAST ELEVATION

SCALE @ 1/16"=1'-0" = 1/4"
SCALE @ 2/32"=1'-0" = 1/8"



Placentia Planning Commission Agenda Staff Report

TO: PLANNING COMMISSION
 FROM: CONTRACT SENIOR PLANNER
 DATE: NOVEMBER 11, 2014
 SUBJECT: VERIZON WIRELESS COMMUNICATIONS- USE PERMIT 2014-03

RECOMMENDATION:

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

1. **Adopt Resolution PC-2014-12: A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF PLACENTIA APPROVING USE PERMIT NO. 2014-03 PERTAINING TO CONSTRUCTION OF A VERIZON WIRELESS COMMUNICATION FACILITY ON PROPERTY LOCATED AT 600 LOYOLA DRIVE AND MAKING FINDINGS IN SUPPORT THEREOF.**

DISCUSSION:

Pursuant to § 23.82.070 of the Placentia Municipal Code, all major wireless communication facilities established in the City are required to obtain Planning Commission approval of a use permit application. This item was continued from the October 14, 2014 Planning Commission meeting to allow more time for details in the lease agreement between the applicant and the City to be resolved.

Subject Site and Surrounding Land Uses:

The proposed site is the Richard Samp Park, a 3.4 acre park located south of Lyons Way and east of the cul-de-sac of Loyola Drive. The following table shows the existing land uses, zoning and General Plan Land Use designation:

	Land Use	General Plan Land Use Designation	Zoning Designation
Current & Proposed	Samp park	Park/Open Space	PUD-1
West	Single-family residential	LDR	R-1
East	Single-family residential	LDR	PUD-1
North	Single-family residential	LDR	PUD-1
South	John Tynes School	School	R-1

Operational Characteristics:

Verizon is proposing an unmanned wireless cell tower which consists of:

- 12 panel antennas
- 12 RRU's (remote radio units)
- 1 microwave
- 2 raycaps
- 5 outdoor equipment cabinets
- 3 GPS antennas
- 1 DC generator
- 1 equipment enclosure
- Connections as required for power
- Monoecalyptus design to blend within the park surroundings

The monoecalyptus is proposed to be placed in the middle of the park and is located twenty (20) feet east of the perimeter of the existing playground. The submittal site plan indicates that the proposed ground lease area encompasses the east quadrant of the park. The 384 square feet equipment enclosure is located in the southeast corner of the park near Tynes Elementary School.

The equipment enclosure is proposed to consist of grey concrete masonry unit (CMU) bricks and a shingled roof with a four (4) foot wide corrugated metal door. A survey by staff of the existing walls in the park and the surrounding Alta Vista neighborhood reveal that these walls are constructed with slump stone in earth tone colors. The proposed CMU material conveys an industrial appearance which is not aesthetically consistent with the slump stone; therefore, staff is recommending a condition of approval (Planning Condition No. 11) which requires that the applicant build the enclosure with slump stone.

Aesthetics:

The City's wireless communication facility Ordinance specifically requires operators to consider visual impacts when locating and constructing a major wireless communication facility. The sixty (60) foot tall monoecalyptus consists of twelve (12) panel antennas mounted throughout the structure concealed within the branches. Additionally, twelve (12) remote radio units (RRU's) will be painted to match the branches and mounted behind the antennas. The radio center, pole, branches and related equipment will be painted with green hues and earth tones to blend with each other so as to camouflage the overall look of the wireless facility.

Height:

In accordance with the R-1 District regulations, the maximum permitted height for structures in this district is thirty (30) feet. The existing "monoecalyptus" is sixty (60) feet tall, thirty (30) feet taller than the maximum allowable height in this district; however, the cell tower "monoecalyptus" design is also regulated by Placentia Municipal Code § 23.81.090 (Height Limits-Generally) which states that "chimneys, silos, cupolas, flag poles, monuments, gas storage holders, radio and other towers, water tanks, church

steeples and similar structures and mechanical appurtenances may be permitted in excess of height limits provided a use permit is first obtained in each case."

Safety:

Wireless communication facilities are regulated by the Federal Communications Commission (FCC) and must receive a federal license before transmission can begin. Providers must comply with the American National Standards Institute (ANSI) and Institute of Electrical and Electronic Engineers (IEEE) standards for safe human exposure to radio electromagnetic fields. ANSI and IEEE standards are considered the most appropriate health and safety guidelines for this type of industry. If a wireless communications facility does not maintain ANSI/IEEE mandated standards, their FCC license will be revoked and any authorized use permit would be declared null and void.

FCC rules require transmitting facilities (including wireless) to comply with Radio Frequency (RF) exposure guidelines. The rules have been clarified in several FCC rulemakings but are most conveniently grouped and discussed in the FCC's Office of Engineering and Technology Bulletin 65, titled, "*Evaluating Compliance with FCC Guidelines for Human Exposure to Radiofrequency Electromagnetic Fields.*" The limits established in the guidelines are designed to protect the public health with a very large margin of safety. The limits set forth by the FCC have been endorsed by the Environmental Protection Agency (EPA) and the Food and Drug Administration (FDA). As stated below, the proposed facility, like most facilities, create maximum exposures that are only a small fraction of the limits set by the FCC. Moreover, the limits themselves are many times below levels that are generally accepted as having the potential to cause adverse health effects. Nonetheless, it is recognized that any instance of noncompliance with the guidelines is potentially very serious, and the FCC has therefore implemented procedures to enforce compliance with its rules.

Section 332(c) (7) of the Communications Act (which is identical to § 704(a) of the Telecommunications Act of 1996) does not limit local government authority over siting wireless facilities, but it does set forth specific limitations on local governments. Specifically, 47 U.S.C. § 332(c)(7) (B) (iv) states: "No State or local government or instrumentality thereof may regulate the placement, construction, or modification of personal wireless service facilities on the basis of the environmental effects of radio frequency emissions to the extent that such facilities comply with the Commission's regulations concerning such emissions."

Therefore, the authority of the Planning Commission with regard to RF emissions is limited to reviewing the proposed project for planned compliance with the FCC RF emissions safety rules, and to ensure that any special conditions of approval accepted with the Use Permit maintain that compliance.

Based on material submitted by Verizon, to include the Antenna Site Radio frequency Emissions Analysis Report, and a letter from Waterford, consulting engineer for the telecommunication facility, it is determined that the wireless communications facility will operate at the lowest possible power levels and is below the established standards used by the FCC for safe human exposure to radio frequency electromagnetic fields. These

standards have been tested and are considered safe by the American National Standards Institute (ANSI) and the Institute of Electrical Electronics Engineers (IEEE). The attached Special Conditions of Approval (Attachment A) address continued compliance with ground level RF emissions as set forth in Bulletin 65. Waterford evaluated the proposed facility for compliance with appropriate guidelines limiting human exposure to radio frequency electromagnetic fields.

Finally, the applicant indicates that the equipment operates quietly or virtually noise free. The equipment does not emit fumes, smoke or objectionable odors.

City Lease Agreement

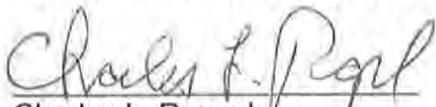
The lease terms worked out between the City and Verizon include a lease payment of \$2,800 per month that will increase by 4% per year. Additionally, Verizon will provide fifty-seven thousand (\$57,000) of rent due in advance and payable within forty-five (45) days of the commencement date of operation that will constitute the first twenty months of rent. Overall the lease revenue stream proposed is \$25,000 more during the first five year period than any other current wireless communication facility on City property. The additional lease revenue will enable the City to offset the cost of services or make improvements within the park system.

CEQA for Use Permit (UP) 2014-01:

The proposed Use Permit was reviewed by staff in accordance with the requirements of the California Environmental Quality Act ("CEQA). The proposed use is not expected to create a negative impact on the physical environment. It is City Staff's opinion that the use is categorically exempt pursuant to the California Environmental Quality Act (CEQA) Guideline § 15303 and City Environmental Guidelines.

Section 15303 allows for exemptions for small new construction projects which do not result in any changes in land use or density. The proposed project involves a minor alteration to an existing park site involving construction of a sixty (60) feet high mono-eucalyptus wireless communication facility with 12 antenna panels, 1 microwave dish, standby generator 384 square feet (S.F.) equipment enclosure and related equipment. As a result, City Staff recommends that the Planning Commission find that the use is categorically exempt from CEQA.

Prepared and submitted by:


Charles L. Rangel
Contract Senior Planner

Review and approved by:


Damien R. Arrula
Assistant City Administrator

Attachments:

1. Planning Commission Resolution PC-2014-12
2. Site plans and construction details
3. Colored photo simulations

RESOLUTION NO. PC-2014-12

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF PLACENTIA APPROVING USE PERMIT NO. 2014-03 PERTAINING TO CONSTRUCTION OF A VERIZON WIRELESS COMMUNICATION FACILITY ON PROPERTY LOCATED AT 600 LOYOLA DRIVE AND MAKING FINDINGS IN SUPPORT THEREOF.

A. Recitals.

(i). Core Development for Verizon, ("Applicant" hereinafter), have filed an application for approval of Use Permit No. 2014-03 on property located at 600 Loyola Drive, as described in the title of this Resolution. Hereinafter, in this Resolution, the subject Use Permit request is referred to as the "Application."

(ii). On November XX, 2014 this Commission conducted a duly noticed public hearing, as required by law, and 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 use will not be: (1) detrimental to the health, safety or general welfare of the persons residing or working within the neighborhood of the proposed use 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 Special Conditions of Approval and Standard Development Requirements (Attachment "A"), this use complies with all applicable code requirements and development

standards of the "PUD" Planned Unit Development District and Placentia Municipal Code Chapter 23.82, Wireless Communication Facilities.

b. According to the submitted Radio frequency Emissions Analysis Report and the letter from Waterford Consultants, applicant retained engineer, the proposed Verizon wireless facility and related equipment are regulated by the Federal Communications Commission (FCC) and will operate within the frequencies established for Specialized Mobile Radio operators. The Verizon wireless telecommunication facility will operate at the lowest possible power levels that are below established standards used by the FCC for safe human exposure to radio frequency electromagnetic fields. These standards have been tested and considered safe by the American National Standards Institute (ANSI) and the Institute of Electrical and Electronics Engineers (IEEE). Included with the application is a Report of Compliance with FCC/FAA from Waterford Consultants Consulting Engineer concluding that the facility will comply with the prevailing standards for limiting public exposure to radio frequency energy and will not cause a significant impact on the environment.

c. With adherence to the Conditions of Approval related to aesthetic improvements, the sixty (60) feet tall wireless communication facility will not have a visual or aesthetic impact on the property or in the immediate vicinity in that the facility shall include the installation of faux branches down to a level no lower than fifteen (15) feet from the ground in a manner that provides a general eucalyptus tree appearance. A proposed raycap will be will be mounted to the pole and painted to match the pole. Furthermore, all antenna units are to be painted green or green/brown patterns and shall be covered with panel covers (socks) with matching branch material. Special Conditions of Approval have been included to require that all new cable/utility runs are to be placed underground. The applicant has indicated that the Verizon equipment operates quietly or almost noise free and the equipment does not emit fumes, smoke or objectionable odors.

d. The proposed use is consistent with the City's General Plan. The General Plan Land Use designation for the subject site is "Open Space", and the proposed use does not involve any change in the land use of the subject site. Wireless communications facilities are permitted in the "PUD" Planned Unit Development District.

e. The proposed use, activity or improvements, subject to the attached Special Conditions of Approval and Standard Development Requirements (Attachment "A"), is consistent with the provisions of the Zoning Ordinance or regulations applicable to the property. The proposed use is a permitted use in the "PUD" Planned Unit Development District in the City of Placentia.

f. Conditions necessary to secure the purposes of this section, including guarantees and evidence of compliance with conditions are made part of the Use Permit approval. Attachment "A" contains Special Conditions of Approval and Standard Development Requirements specific to Use Permit 2014-03 to ensure compliance with the Placentia Municipal Code.

3. The Planning Commission specifically finds that the Application is Categorically Exempt pursuant to the California Environmental Quality Act of 1970, as amended, the Guidelines promulgated thereunder (14 CCR § 15303) and Placentia Environmental Guidelines.

4. The Planning Commission hereby directs that, upon approval of Use Permit 2014-03, a Notice of Exemption be filed with the Orange County Clerk/Recorder.

5. Based upon the findings and conclusions set forth herein, this Planning Commission hereby approves Use Permit 2014-03 as modified herein, and specifically subject to the conditions set forth in Attachment "A" attached hereto and by this reference incorporated herein.

6. The Secretary to the Planning Commission shall certify to the adoption of this Resolution.

ADOPTED AND APPROVED this XXth day of November, 2014.

Christine Schaefer, Chairman

I, Charles L. Rangel, 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 XXth day of November, 2014, and was passed at this regular meeting of the Planning Commission of the City of Placentia held on the XXth day of November, 2014, by the following vote:

AYES:	COMMISSION MEMBERS:
NOES:	COMMISSION MEMBERS:
ABSENT:	COMMISSION MEMBERS:
ABSTAINED:	COMMISSION MEMBERS:

ATTEST:

Charles Rangel,
Secretary to the Planning Commission

APPROVED AS TO FORM:

Andrew V. Arczynski,
City Attorney

Attachment "A"

Special Conditions of Approval and Standard Development Requirements for Use Permit (UP) 2014-03

SPECIAL CONDITIONS

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

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

CITY PLANNING DIVISION:

1. Use Permit (UP) 2014-03 is valid for a period of twelve (12) months from the date of final determination. If the use approved by this action is not established within such a period of time, this approval shall be terminated and shall be null and void.
2. Use Permit (UP) 2014-03 shall expire and be of no further force or effect if the use is discontinued or abandoned for a period of one (1) year.
3. 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, subject to notice to the applicant. 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.
4. Prior to any modifications to the plans that would affect the location or visibility of the wireless communication facility and/or the ground installation; the applicant shall obtain prior written approval from the Development Services Department.

5. No expansion or modification of the wireless communications facility shall occur at any time without first obtaining approval from the Development Services Department. The Director, or designee, may require that an expansion or future modification of the use permit requires Planning Commission discretionary review.
6. Applicant shall obtain approval of a Building and Zoning Compliance Application and shall obtain a valid Business License prior to the issuance of any building permits. Business Licenses for all sub-contractors shall be obtained.
7. Applicant shall provide to the Development Services Department a preliminary report and field report, both prepared by a licensed engineer, indicating that the operation of the facility is in full conformance with the standards established by the American National Standards Institute (ANSI) and the Institute of Electrical and Electronics Engineers (IEEE) for safe human exposure to electromagnetic fields (EMF) and radio frequency radiation (RFR). These reports are due within ninety (90) days after the start of operations.
8. Applicant shall receive and maintain a license by the Federal Communications Commission (FCC) to operate a wireless communication facility in this location. A copy of this FCC license shall be submitted to the Development Services Department prior to the issuance of any building permits.
9. The major wireless communications facility shall be approved for a period not to exceed the term of the lease. A copy of the lease shall be submitted to the Development Services Department prior to the issuance of a building permit for a new wireless communication facility.
10. If the lease is extended or terminated, notice and evidence thereof shall be provided to the Development Services Department.
11. The equipment enclosure shall be constructed of slump stone. Prior to issuance of building permit, applicant shall submit a representative sample of slump stone subject to the review and approval of the Planning Division.
12. Applicant shall place all cable/utility runs underground.
13. Applicant/pole owner shall maintain the "monoecalyptus", its ground lease and related enclosure in good visual and physical condition at all times.
14. Wireless communication facilities shall not bear any signs or advertising devices other than certification, warnings or other required seals or signage at any time.
15. The applicant shall maintain its wireless telecommunication equipment in good condition and shall make repairs and replacements of equipment, stealth and structural components, due to damage caused by outdoor exposure and/or inclement weather. Under this condition, if the faux branch attachments and/or trunk bark features, among others, fade in color due to outdoor exposure, the applicant shall replace such components within 60 days of written notice by the Director of Development Services or his/her designee. If the work cannot be

completed within 60 days, the applicant shall provide the City with a bond or certification of deposit in the amount of the valuation of the requested repair and completion timeline to guarantee the work. The applicant shall be responsible for maintaining the leased property, including any applicable landscaped areas, walkways and all paved surfaces, free from graffiti, debris and litter at all times.

16. The applicant shall comply with all provisions of the Placentia Municipal Code, including Chapter 23.76, Noise Control.
17. Prior to issuance of building permits, the applicant is required to provide the City with a letter and timeline from the pole owner regarding installation of new branch and antenna sock material. The applicant shall install new branch foliage which shall vary in density, spacing, size and angle to avoid rigid symmetry; overall tree shape shall integrate with the context of the site; colors of the faux trunk and branches shall be non-reflective; green leaves shall be interspersed with brown to provide more natural appearance, and the exterior surface of the faux trunk shall emulate the texture of a real tree; all antennas (panels, microwave and GPS), mounting brackets, and coaxial cables shall be completely screened from public view by the faux foliage and painted to match; branch foliage shall continue down the faux trunk so as to fully conceal the trunk from prominent public vantage points; and the overall design shall substantially conform to and implement the visual effect of an actual pine tree. The branches at the top of the "monoeucalyptus" shall form a natural peak and not appear to have a flat top. Branches shall be at least 2.25 per foot from a level no higher than twelve (12) feet above ground level. All aesthetic design shall be approved by the Director of Development Services prior to issuance of building permits.
18. Any and all landscape grounds, turf, trees and plant material disrupted by the construction, installation and maintenance of the wireless facility shall be replaced to the satisfaction of the Planning Division and the Community Services Department prior to final inspection.

CITY BUILDING DIVISION:

19. 60' high new mono-eucalyptus wireless communication facility plans including the tower itself, shall be designed and prepared by a licensed California architect/engineer with wet signatures on the final approved set of plans.
20. Grading plans for the proposed facility shall be designed and prepared by a licensed California civil engineer. Grading plans shall address on-site drainage issues & NPDES/erosion control plans shall be also be submitted to the City for review and approval.

21. Structural plans and calculations for the 60' high mono- eucalyptus structure shall be designed & prepared by a licensed California civil/structural engineer for City's review and approval prior to the construction.
22. All contractors and sub-contractors shall obtain a city business license. Applicant and/or contractor shall request a standard sub-contractor form from the City Building Division prior to issuance of a building permit. This standard form shall be completed and submitted to the City Business License Division prior to the issuance of any building permits.
23. Obtain all building permits which include mono-eucalyptus structure, utility cabinets, block walls, electrical systems/fixtures prior to construction.

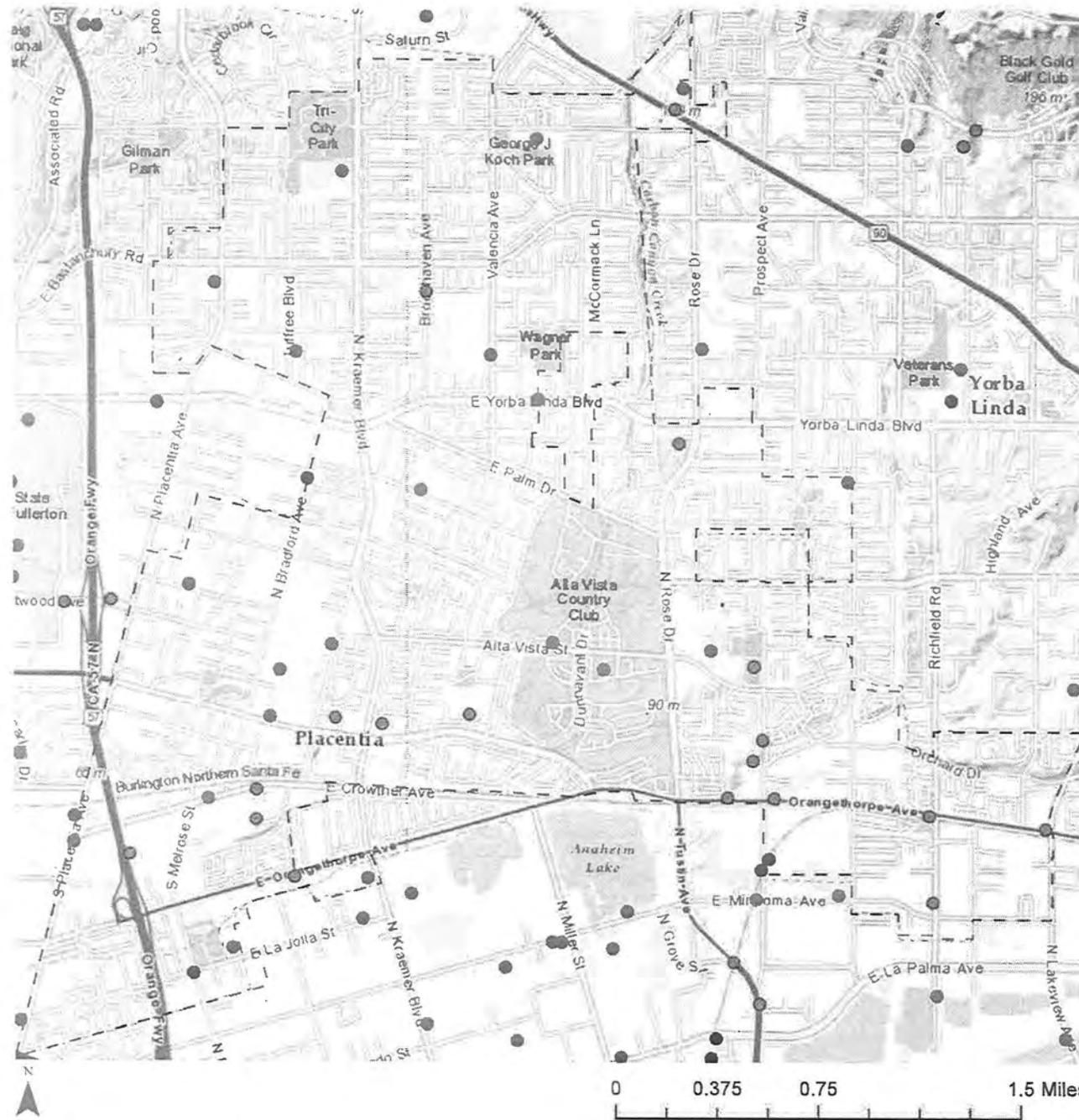
CITY POLICE DEPARTMENT:

24. Burglary resistant material shall be used:
 - (1) Products intended for use shall be permanently labeled as such.
 - (2) Materials used shall meet UL 972 Standards for Safety Burglary Resistant Glazing Materials.
 - (3) Only materials approved by ICBO shall be used.
25. Address numbers shall be mounted near the front entry of any building or other conspicuous location and be no less than six (6) 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, no less than six (6) inches high shall be displayed on the rear of the building. Numerals of the street address shall be displayed on the uppermost roof, in luminous paint or other material capable of being read from the air. Minimum numeral size shall be twenty-four (24) inches. The building designation, if within a complex (such as "A" or "B" etc) shall accompany displayed street address.
26. Exterior lighting of an intensity of at least twenty-five hundredths (.25) foot-candles shall be provided adjacent to doors and windows. Exterior bulbs shall be protected by polycarbonate or other weather and vandal resistant globe or cover. Light(s) shall be operated during hours of darkness through either photovoltaic sensors or appropriate timers. Parking lots for use by the general public and/or employees shall be provided with exterior lighting of an intensity of at least one (1) foot-candle of light on the parking surface and operated from dusk until at least one-half (1/2) hour after the termination of business.

ORANGE COUNTY FIRE AUTHORITY:

27. Submit building plans to Orange County Fire Authority for review and approval prior to issuance of building permits

FCC Regulated Towers



Legend

- Land Mobile - Private
- Land Mobile - Commercial
- - - Boundary Line



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: CITY ADMINISTRATOR
FROM: PUBLIC WORKS MANAGER
DATE: DECEMBER 16, 2014
SUBJECT: **RECOMMENDATION TO APPROVE MASTER FUNDING AGREEMENT NO. C-1-2778 FOR THE CATCH BASIN INSERT PROJECT UTILIZING ORANGE COUNTY TRANSPORTATION AUTHORITY MEASURE M2 GRANT FUNDING AND BUDGET RESOLUTION ADJUSTING BUDGET ACCORDINGLY**

FISCAL
IMPACT: EXPENSE: \$80,000
OFFSETTING REVENUE: \$60,000 MEASURE M2 FUNDING
\$20,000 USED OIL COLLECTION GRANT
MATCH
BUDGETED: \$80,000 (ACCOUNT NO.: 333556-6185 J/L
61122)

SUMMARY:

The City of Placentia has been awarded Measure M2 grant funding by the Orange County Transportation Authority (OCTA) to implement a Catch Basin Insert Project. The Catch Basin Insert Project will install Automatic Retractable Screens (ARSs) at fifty (50) catch basin (CB) locations throughout the City to reduce pollutants from entering the City's stormdrain system (the "Project"). This action will approve a Master Funding Agreement between OCTA and the City confirming the obligations of both entities as it relates to implementation and funding of the Project.

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Approve M2 CTFP Master Funding Agreement No. C-1-2778; and
2. Adopt Resolution No R-2014-____, A Resolution of the City Council of the City of Placentia, approving M2 CTFP Master Funding Agreement No. C-1-2778 with the Orange County Transportation Authority for Measure M2 funding for the Catch Basin Insert Project; and
3. Adopt Resolution No. R-2014-____, A Resolution of the City Council of the City of Placentia, California, authorizing a budget amendment in Fiscal Year 2014-15 increasing the City Capital Budget by \$25,000 and adjusting the project funding in compliance with City Charter §§ 1206 and 1209 pertaining to appropriations for actual expenditures; and

1.e.

December 16, 2014

4. Authorize the Public Works Manager to execute the Master Funding Agreement on behalf of the City, in a form approved by the City Attorney.

DISCUSSION:

The City submitted a competitive grant application for Measure M2 – Environmental Clean Up Program funding (M2 Grant Funds). The City's application was approved for installation of automatic retractable screens at fifty (50) catch basins locations within the City. The Project targets the two (2) areas with the highest concentrations of transportation-related pollutants; the City's downtown district and primary arterial streets.

Based upon studies conducted on the top-hinge ARS, the City expects a 90% reduction in transportation-related stormdrain pollution after implementing this Project. This includes the most visible forms of pollutants such as litter and debris (plastics, food containers, bags, bottles), trash (paper, cigarette butts), and vegetative debris (leaves, branches, landscaping) that currently enter the City's stormdrain system, which ultimately drains to the ocean.

In addition to preventing commonplace roadway pollutants, the ARSs will substantially reduce less visible pollutants from entering our stormdrain system. These micro pollutants include hydrocarbons and metals(copper, lead, zinc), landscaping chemicals (pesticides), nutrients (phosphorus and nitrogen), and bacteria (animal waste, etc). These micro pollutants are often absorbed by or bind to the larger pollutants that make up the overwhelming majority of debris that typically enters our stormdrain system. In addition, installation of the ARSs will serve as a key mitigation measure in fulfilling the City's regional water quality storm drain permit requirements.

In order for the City to use the M2 Grant Funds, the City is required to approve and execute a M2 CTFP Master Funding Agreement that outlines the City's responsibilities to complete the Project. These are routine documents required before the City can use competitive Measure M funding.

FISCAL IMPACT:

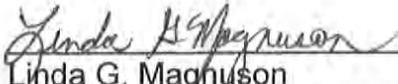
This project is partially budgeted in the Fiscal Year 2014-15 Capital Improvement Program. The size of the project and grant amount has increased requiring a budget amendment. Staff proposes to use all \$60,000 of the M2 Grant Funds. The City's required 25% local match is \$20,000 and is proposed to be funded from eligible Used Oil Collection Grant Funding.

Submitted by:

Reviewed and approved:

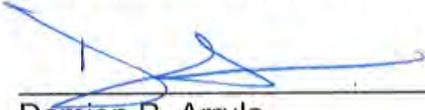


Michael McConaha
Public Works Manager



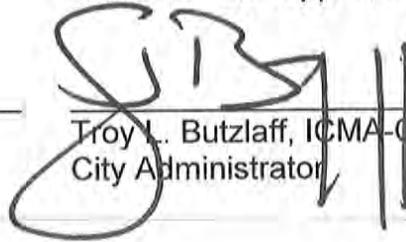
Linda G. Magnuson
Chief Financial Officer

Reviewed and approved:



Damien R. Arrula
Assistant City Administrator

Reviewed and approved:



Troy L. Butzlaff, ICMA-CM
City Administrator

Attachments:

1. M2 CTFP Master Funding Agreement No. C-1-2778
2. Resolution approving M2 CTFP Master Funding Agreement No. C-1-2778
3. Budget Amendment Resolution No. R-2014-_____, A Resolution of the City Council of the City of Placentia, California, authorizing a budget amendment in Fiscal Year 2014-15 in the aggregate amount of \$25,000 in compliance with City Charter §§ 1206 and 1209 pertaining to appropriations for actual expenditures



BOARD OF DIRECTORS

Shawn Nelson
Chairman

Jeffrey Lallway
Vice Chairman

Patricia Bates
Director

Lon Donchak
Director

Matthew Harper
Director

Michael Hennessy
Director

Steve Jones
Director

Gary A. Miller
Director

John Moorlach
Director

Al Murray
Director

Jane Nguyen
Director

Miguel Pujido
Director

Tim Shaw
Director

Todd Spitzer
Director

Tom Tait
Director

Frank Ury
Director

Gregory T. Winterbottom
Director

Ryan Chamberlain
Ex-Officio Member

November 5, 2014

Mr. Mike McConaha
City of Placentia
401 E. Chapman Avenue
Placentia, CA 92870

Subject: Agreement No. C-1-2778, City of Placentia, "M2 CTFP Master Funding Agreement" – Letter Agreement No. 2

Dear Mr. McConaha:

This Letter Agreement serves as the Orange County Transportation Authority's (OCTA) approval to amend Agreement No. C-1-2778, Attachment A-1 "Projects List". OCTA is deleting Attachment A-1, in its entirety, as identified in Article 4 "Responsibilities of Agency", paragraph A, and in lieu thereof is inserting the revised "Project List", attached hereto as Attachment A-2, which is incorporated and made a part of the Agreement. All provisions set forth in Master Funding Agreement No. C-1-2778 apply.

The following additional provision to the subject project was approved by the Board on September 22, 2014:

Project X "Environmental Clean Up Program" anticipates using in kind services such as ongoing operation and maintenance of projects must include semi-annual reporting and expenditure verification of matching funds including backup documentation as part of the semi-annual review (SAR) reporting process and include in the M2 Eligibility Expenditure Report due within six months of the end of the jurisdiction's fiscal year. Failure to provide reporting and or evidence of on-going in-kind services for the life of the project will result in disqualification of Agency participation on future competitive calls for Comprehensive Transportation Funding Programs (CTFP) projects.

If you have any questions, please feel free to contact Roger Lopez at (714) 560-5438.

CHIEF EXECUTIVE OFFICE

Darrell Johnson
Chief Executive Officer

Please execute this letter agreement and return the signed original to the attention of Michael Le, Associate Contract Administrator at (714) 560-5314, mle1@octa.net. Upon full execution of the letter agreement, the effective date will be September 22, 2014.

Accepted and Agreed

Kia Mortazavi
Executive Director, Planning
Orange County Transportation Authority

Mike McConaha
Public Works Manager
City of Placentia

Meena Katakia
Department Manager
Orange County Transportation Authority

Date


ML

M2 CTFP MASTER FUNDING AGREEMENT
City of Placentia - Project List

Project Description	CTFP Amount	Programmed Fiscal Year	Board Date	Letter Agreement No.
Project O "Regional Capacity Program"				
<i>Cumulative Program Total</i>	\$0.00			
Project X "Environmental Clean Up"				
City of Placentia Catch Basin ARS CL 12 Debris Screen	\$60,000.00	2014-15	9/22/2014	2
<i>Cumulative Program Total</i>	\$60,000.00			
Project P "Regional Traffic Signal Synchronization Program"				
Kraemer Boulevard	\$2,433,520.00	2013-14	4/8/2013	1
<i>Cumulative Program Total</i>	\$2,433,520.00			
Total (All Projects)	\$2,493,520.00			

RESOLUTION NO. R-2014-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA APPROVING M2 CTFP MASTER FUNDING AGREEMENT NO. C-1-2778 WITH THE ORANGE COUNTY TRANSPORTATION AUTHORITY FOR MEASURE M2 FUNDING FOR THE CATCH BASIN INSERT PROJECT

A. Recitals.

(i). The City of Placentia has received M2 CTFP MASTER FUNDING AGREEMENT No. C-1-2778 for a County funded project ("Agreement").

(ii). Said Agreement provides for installation of top hinge Automatic Retractable Screens (ARS) at 50 catch basin (CB) locations within the City. The work targets the two (2) roadways with the highest concentrations of transportation-related pollutants; our downtown district and our primary arterial streets.

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

B. Resolution.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Placentia hereby resolves as follows:

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

2. Agreement No. C-1-2778 hereby is approved and the Public Works Manager is authorized to execute said Agreement on behalf of the City in a form approved by the City Attorney.

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

PASSED AND ADOPTED this 16th day of December, 2014.

CHAD P. WANKE,
MAYOR

ATTEST:

PATRICK J. MELIA,
CITY CLERK

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Patrick J. Melia, City Clerk of the City of Placentia, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 16th day of December, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

PATRICK J. MELIA,
CITY CLERK

APPROVED AS TO FORM:

ANDREW V. ARCZYNSKI,
CITY ATTORNEY

RESOLUTION NO. R-2014-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING A BUDGET AMENDMENT IN FISCAL YEAR 2014/15 INCREASING THE CITY CAPITAL PROJECTS BUDGET BY \$25,000 AND ADJUSTING THE PROJECT FUNDING IN COMPLIANCE WITH CITY CHARTER §§ 1206 AND 1209 PERTAINING TO APPROPRIATIONS FOR ACTUAL EXPENDITURES.

A. Recitals

(i). The adopted budget for the 2014/15 Fiscal Year sets out estimated revenues and appropriations for the City throughout the year.

(ii). From time to time the adopted budget must be adjusted when changes in revenue and expenditure estimates are determined to be necessary.

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

B. Resolution

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

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

2. The adopted budget for Fiscal Year 2014/15, Resolution No. R-2014-XX, as heretofore amended, hereby is amended to reflect the change in the budget as specified below:

FUND	DESCRIPTION	DEPARTMENT	GL ACCOUNT #	AMOUNT
City Cap Proj	Construction	Public Works	333557-6185 61122	25,000.00
Measure M Fd	Measure M2 Revenue	Public Works	180000-4092 61122	60,000.00
Measure M Fd	Transfer-out - Cap Proj	Transfers	180000-8033 61122	60,000.00
City Cap Proj	Transfer-in - Measure M2	Transfers	330000-7018 61122	60,000.00
City Cap Proj	Transfer-in - Misc Grant	Transfers	330000-7050 61122	6,250.00
Misc Grants	Transfer-out - Cap Proj	Transfers	500000-8033 61122	6,250.00
Misc Grants	Used Oil Grant Revenue	Public Works	500000-4210 61122	6,250.00
City Cap Proj	Transfer in-Strm Drain Const	Transfers	330000-7025 61122	(41,250.00)
Strm Drain Const	Transfer-out - Cap Proj	Transfers	250000-8033 61122	(41,250.00)

PASSED, ADOPTED AND APPROVED this 16th day of December, 2014.

CHAD P. WANKE, MAYOR

Attest:

PATRICK J. MELIA,
CITY CLERK

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Patrick J. Melia, City Clerk of the City of Placentia, do hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 16th day of December, 2014 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: CHIEF FINANCIAL OFFICER

DATE: DECEMBER 16, 2014

SUBJECT: **RENEWED MEASURE M (M2) EXPENDITURE REPORT FOR FISCAL YEAR 2013-14**

FISCAL
IMPACT: NONE

SUMMARY:

On November 6, 1990, Orange County voters approved Measure M, which authorized the imposition of a one-half percent sales tax for a 20 year period effective April 1, 1991, to provide funding for regional and local transportation projects. On November 7, 2006, voters approved Renewed Measure M (M2). M2 is a 30-year, multi-billion dollar program extension of the original Measure M with a new slate of transportation projects and programs. The City of Placentia receives local M2 funds each year. Adoption of the Resolution will approve and adopt the M2 Expenditure Report for submittal to the Orange County Transportation Authority (OCTA) as part of the M2 compliance.

RECOMMENDATION:

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

1. Adopt Resolution No. R-2014-XX, A Resolution of the City Council of the City of Placentia, California, to receive and file the M2 Expenditure Report for Fiscal Year 2013-14.

DISCUSSION:

The expenditure report is a detailed financial report submitted by the City and used to track financial activity as it relates to M2 funds and other improvement funds. The report accounts for funds received, interest earned, and use of M2 and other funds. The report is used to validate eligible use of funds and must be submitted within six (6) months of the end of the City's fiscal year.

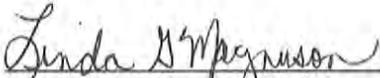
1.f.

December 16, 2014

FISCAL IMPACT:

There is no fiscal impact. The M2 Expenditure Report is a receive and file document that is a required component of M2 compliance and must be submitted in order to qualify for current and future M2 funding.

Prepared by:



Linda G. Magnuson
Chief Financial Officer

Reviewed and approved:



Damien R. Arrula
Assistant City Administrator

Reviewed and approved:



Troy L. Butzlaff, ICMA-CM
City Administrator

Attachment:

1. Resolution No. R-2014-XX, to receive and file the M2 Expenditure Report for Fiscal Year 2013-14.

RESOLUTION No. R-2014-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, TO RECEIVE AND FILE THE M2 EXPENDITURE REPORT FOR FISCAL YEAR 2013-14

A. Recitals.

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

(i) The City of Placentia receive and file the M2 Expenditure Report for Fiscal Year 2013-14.

B. Resolution.

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

1. Receive and file M2 Expenditure Report for Fiscal Year 2013-14 (Exhibit "A").

2. Inform Orange County Transportation Authority (OCTA) that the M2 Expenditure Report for Fiscal Year 2013-14 (Exhibit "A") has been received and filed by the City of Placentia.

PASSED and ADOPTED this 16th day of December 2014.

CHAD WANKE, MAYOR

ATTEST:

PATRICK J. MELIA, City CLERK

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, PATRICK J. MELIA, City Clerk of the City of Placentia, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Placentia, held on the 16th day of December 2014, 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

M2 Expenditure Report
Fiscal Year Ended June 30, 2014
Beginning and Ending Balances

Description	Line No.	Amount
Balances at Beginning of Fiscal Year		
M2 Fairshare	1	\$ 566,287
M2 Fairshare Interest	2	\$ 1,719
M2 CTFP	3	
M2 CTFP Interest	4	
Other M2 Funding	5	
Other M2 Interest	6	
Other*	7	
Balances at Beginning of Fiscal Year (Sum Lines 1 to 7)	8	\$ 568,006
Monies Made Available During Fiscal Year	9	\$ 523,221
Total Monies Available (Sum Lines 8 & 9)	10	\$ 1,091,227
Expenditures During Fiscal Year	11	\$ 613,636
Balances at End of Fiscal Year		
M2 Fairshare	12	\$ 475,363
M2 Fairshare Interest	13	\$ 2,228
M2 CTFP	14	\$ -
M2 CTFP Interest	15	\$ -
Other M2 Funding	16	\$ -
Other M2 Interest	17	\$ -
Other*	18	\$ -

* Please provide a specific description

CTFP - Combined Transportation Funding Program

M2 Expenditure Report Fiscal Year Ended June 30, 2014 Sources and Uses

Description	Line No.	Amount
Revenues:		
M2 Fairshare	1	\$ 474,799
M2 Fairshare Interest	2	\$ 509
M2 CTFP (Project O)	3	
M2 CTFP Interest	4	
Other M2 Funding**	5	\$ 47,913
Other M2 Interest	6	
Other*	7	
TOTAL REVENUES (Sum lines 1 to 7)	8	\$ 523,221
Expenditures:		
M2 Fairshare	9	\$ 565,723
M2 Fairshare Interest	10	
M2 CTFP (Project O)	11	
M2 CTFP Interest	12	
Other M2 Funding**	13	\$ 47,913
Other M2 Interest	14	
Other*	15	
TOTAL EXPENDITURES (Sum lines 9 to 15)	16	\$ 613,636
TOTAL BALANCE (Subtract line 16 from 8)	17	\$ (90,415)

* Please provide a specific description

** Please provide breakdown of "Other M2 Funding". Other M2 Funding includes funding received and/or funds expended by Local Agencies from any other M2 program besides Project O (Regional Capacity Program) and Project Q (Local Fair Share Program).

Revenues		
Project Description	Project	Amount
Regional Traffic Signal Synchronization Program	P	\$ -
High Frequency Metrolink Service	R	\$ -
Transit Extensions to Metrolink	S	\$ -
Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	T	\$ -
Senior Mobility Program or Senior Non-Emergency Medical Program	U	\$ 47,913.00
Community Based Transit/Circulators	V	\$ -
Safe Transit Stops	W	\$ -
Water Quality Program	X	\$ -
Total		\$ 47,913.00

Expenditures		
Project Description	Project	Amount
Regional Traffic Signal Synchronization Program	P	\$ -
High Frequency Metrolink Service	R	\$ -
Transit Extensions to Metrolink	S	\$ -
Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	T	\$ -
Senior Mobility Program or Senior Non-Emergency Medical Program	U	\$ 47,913.00
Community Based Transit/Circulators	V	\$ -
Safe Transit Stops	W	\$ -
Water Quality Program	X	\$ -
Total		\$ 47,913.00

M2 Expenditure Report
Fiscal Year Ended June 30, 2014
Streets and Roads Detailed Use of Funds

Type of Expenditure	Line No.	*MOE	+ Developer / Impact Fees	M2 Fairshare	M2 Fairshare Interest	M2 CTFP	M2 CTFP Interest	Other M2	Other M2 Interest	Other	TOTAL
Administration (Indirect & Overhead)	1	\$ 36,924									\$ 36,924
Construction & Right-of-Way											
New Street Construction	2										\$ -
Street Reconstruction	3	\$ 161,159		\$ 530,693							\$ 691,852
Signals, Safety Devices, & Street Lights	4										\$ -
Pedestrian Ways & Bikepaths	5			\$ 35,030							\$ 35,030
Storm Drains	6										\$ -
Storm Damage	7										\$ -
Total Construction¹	8	161,159	-	565,723	-	-	-	-	-	-	\$ 726,882
Right of Way Acquisition	9										\$ -
Total Construction & Right-of-Way	10	161,159	-	565,723	-	-	-	-	-	-	\$ 726,882
Maintenance											
Patching	11										\$ -
Overlay & Sealing	12	\$ 45,982									\$ 45,982
Street Lights & Traffic Signals	13	\$ 182,617									\$ 182,617
Storm Damage	14										\$ -
Other Street Purpose Maintenance	15	1,046,146									\$ 1,046,146
Total Maintenance¹	16	1,274,745	-	-	-	-	-	-	-	-	\$ 1,274,745
Other	17							47,913			\$ 47,913
GRAND TOTALS (Sum Lines 1, 10, 16, 17)	18	\$ 1,472,828	\$ -	\$ 565,723	\$ -	\$ -	\$ -	\$ 47,913	\$ -	\$ -	\$ 2,086,464

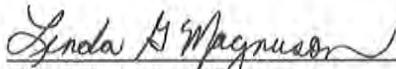
* Local funds used to satisfy maintenance of effort (MOE) requirements

+ Transportation related only

¹ Includes direct charges for staff time

M2 Expenditure Report
Fiscal Year Ended June 30, 2014

I certify that the interest earned on Net Revenues allocated pursuant to the Ordinance shall be expended only for those purposes for which the Net Revenues were allocated and all the information attached herein is true and accurate to the best of my knowledge:



Chief Financial Officer



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: CITY ADMINISTRATOR
FROM: PUBLIC WORKS MANAGER
DATE: DECEMBER 16, 2014
SUBJECT: **RECOMMENDATION TO ACCEPT AND RECORD GRANT DEED AND PUBLIC UTILITY EASEMENT DEED FOR THE PLACENTIA AVENUE GRADE SEPARATION PROJECT**

FISCAL
IMPACT: EXPENSE: NONE

SUMMARY:

The Orange County Transportation Authority (OCTA) is overseeing the right-of-way, design, and construction of five (5) railroad grade separation projects along the Orangethorpe rail corridor. The construction for the Placentia Avenue railroad grade separation project (the "Project") is now complete. As part of the cooperative agreement (the "Agreement") for the construction of the Project, OCTA acquired the necessary right-of-way and is now required to convey the right-of-way and public utility easement to the City. This action will accept the excess right of way and public utility easement and direct the City Clerk to record the deeds for the Project.

RECOMMENDATION:

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

1. Accept the attached grant deed and public utility easement deed for the Project; and
2. Authorize the Mayor to sign the acceptance certificate for the grant deed and public utility easement deed on behalf of the City; and
3. Direct the City Clerk to endorse the grant deed and public utility easement deed which embodies the acceptance of said right-of-way easements, and cause the documents to be submitted to the Orange County Clerk Recorder for recording of the documents.

DISCUSSION:

The City and OCTA entered into an Agreement detailing responsibilities and requirements for the Project. Prior to construction, the City was required to provide right-of-way access for parcels necessary to construct the Project. The OCTA recorded these easement documents prior to construction. The Agreement requires the City to accept any necessary easements to

**1.g.
December 16, 2014**

maintain the grade separation and assist OCTA in selling any remaining parcels no longer necessary for the Project.

On August 19, 2014, OCTA dedicated various easements to the City for purposes of maintaining the Project. The easements were for roadway, maintenance access, public utilities, walls, and storm drain purposes.

Upon acceptance of the easements and approval of completion of the Project, the City is obligated to sell the three (3) properties that were acquired for the Project. As required by the Agreement with OCTA, all net proceeds of the sale are to be transferred to OCTA. However, prior to any sale of the properties, it is necessary for all easements associated with the Project be dedicated to the City and recorded.

FISCAL IMPACT:

None

Prepared by:



Michael McConaha
Public Works Manager

Reviewed and approved:



Damien R. Arrula
Assistant City Administrator

Reviewed and approved:



Troy L. Butzloff, ICMA-CM
City Administrator

Attachments:

1. Grant Deed
2. Public Utility Easement Deed

NO FEE DOCUMENT
Government Code §6103 & §27383

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Placentia
401 E. Chapman Avenue
Placentia, CA 92870
Attn: Engineering Division

The Above Space For Recorder's Use Only

OK to Accept: _____
Date: _____

Project Name: Placentia Avenue Grade Separation Project
Address: 450 South Placentia Avenue, Placentia, CA
APN: 339-442-01
Project Parcel No.: PLA-015-01
Title Order No.: 910070006-X52
Escrow No.

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTIONS 6103 and 27383 OF THE CALIFORNIA GOVERNMENT CODE.

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt and sufficiency of which is hereby acknowledged, **ORANGE COUNTY TRANSPORTATION AUTHORITY, a public entity** ("Grantor"), hereby grants to **CITY OF PLACENTIA**, a public body corporate and politic, ("Grantee"), for public and road purposes all that real property situated in the City of Placentia, County of Orange, State of California, described as follows:

See Exhibit "A", legal description, and Exhibit "B", plat map to accompany legal description, attached hereto and made a part hereof.

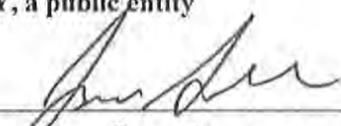
Executed this 10 day of October, 2014.

ORANGE COUNTY TRANSPORTATION AUTHORITY, a public entity

By: _____

Printed: _____

Title: _____

By:  _____

Printed: JIM BEIL _____

Title: Executive Director
Capital Programs _____

ACKNOWLEDGEMENT

State of California

County of Orange) SS

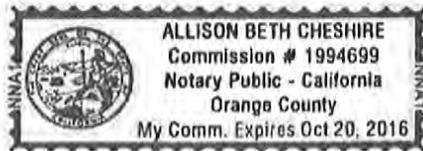
On October 10, 2014 before me, Allison Beth Cheshire, Notary Public, personally appeared James Gerard Bois who proved to me on the basis of satisfactory evidence to be the person (s) whose names (s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature (s) on the instrument the person (s), or the entity upon behalf of which the person (s) acted, executed the instrument.

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

Witness my hand and official seal.

[Handwritten Signature]
(Signature)

(SEAL)



ACKNOWLEDGEMENT

State of California

County of _____) SS

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

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

Witness my hand and official seal.

(Signature)

(SEAL)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed dated _____, 20__, from the **ORANGE COUNTY TRANSPORTATION AUTHORITY, a public entity**, to the **CITY OF PLACENTIA**, a public body corporate and politic, is hereby accepted by the undersigned officer on behalf of the City of Placentia pursuant to the authority conferred by that Agreement of Conveyance of Property, adopted by motion of the Placentia City Council, and hereby consents to recordation thereof.

Dated: _____

By: _____

Print Name: _____

Title: _____

EXHIBIT 'A'

LEGAL DESCRIPTION APN 339-442-01

PLA-015-01 (Fee)

Being a portion of Lot 6 of Tract Map 5836 filed for record June 17, 1965 in Book 217 of Miscellaneous Maps at Page 22, Orange County Records, situated in the City of Placentia, County of Orange, State of California, more particularly described as follows:

BEGINNING at the northwesterly corner of said Lot 6; thence along the westerly and southerly lines of said Lot 6 the following five (5) courses and distances: (1) South $14^{\circ}36'39''$ West, 81.86 feet to the beginning of a tangent curve to the right, (2) southeasterly along the arc of said curve to the left having a radius of 27.00 feet, through a central angle of $90^{\circ}00'00''$, for an arc length of 42.41 feet, (3) South $75^{\circ}23'21''$ East, 20.42 feet to the beginning of a tangent curve to the right, (4) easterly along the arc of said curve to the left having a radius of 172.00 feet, through a central angle of $30^{\circ}32'00''$, for an arc length of 91.66 feet, and (5) North $74^{\circ}04'39''$ East, 28.23 feet to the beginning of a non-tangent curve to the right, from which point a radial line bears South $11^{\circ}51'18''$ East; thence leaving said southerly line the following five (5) courses and distances: (1) westerly, along the arc of said curve to the right having a radius of 92.00 feet, through a central angle of $46^{\circ}54'08''$, for an arc length of 75.31 feet to a point of reverse curvature, (2) westerly along the arc of said reverse curve having a radius of 46.00 feet, through a central angle of $45^{\circ}02'58''$, for an arc length of 36.17 feet, (3) North $14^{\circ}58'11''$ East, 64.93 feet, (4) North $81^{\circ}34'15''$ East, 16.34 feet, and (5) North $14^{\circ}58'11''$ East, 32.69 feet to the northerly line of said Lot 6, said northerly line also being the southerly right of way of the BNSF Railroad; thence along said northerly line the following two (2) courses and distances: (1) South $81^{\circ}34'11''$ West, 51.12 feet to the beginning of a tangent curve to the right, and (2) westerly along the arc of said tangent curve to the right having a radius of 5747.65 feet, through a central angle of $0^{\circ}12'35''$, for an arc length of 21.04 feet to the **POINT OF BEGINNING**.

Containing 8,556 square feet, more or less.

Bearings and distances used in the above descriptions are based on the California Coordinate System of 1983, Zone 6. Multiply distance shown by 1.000009 to obtain ground level distances.

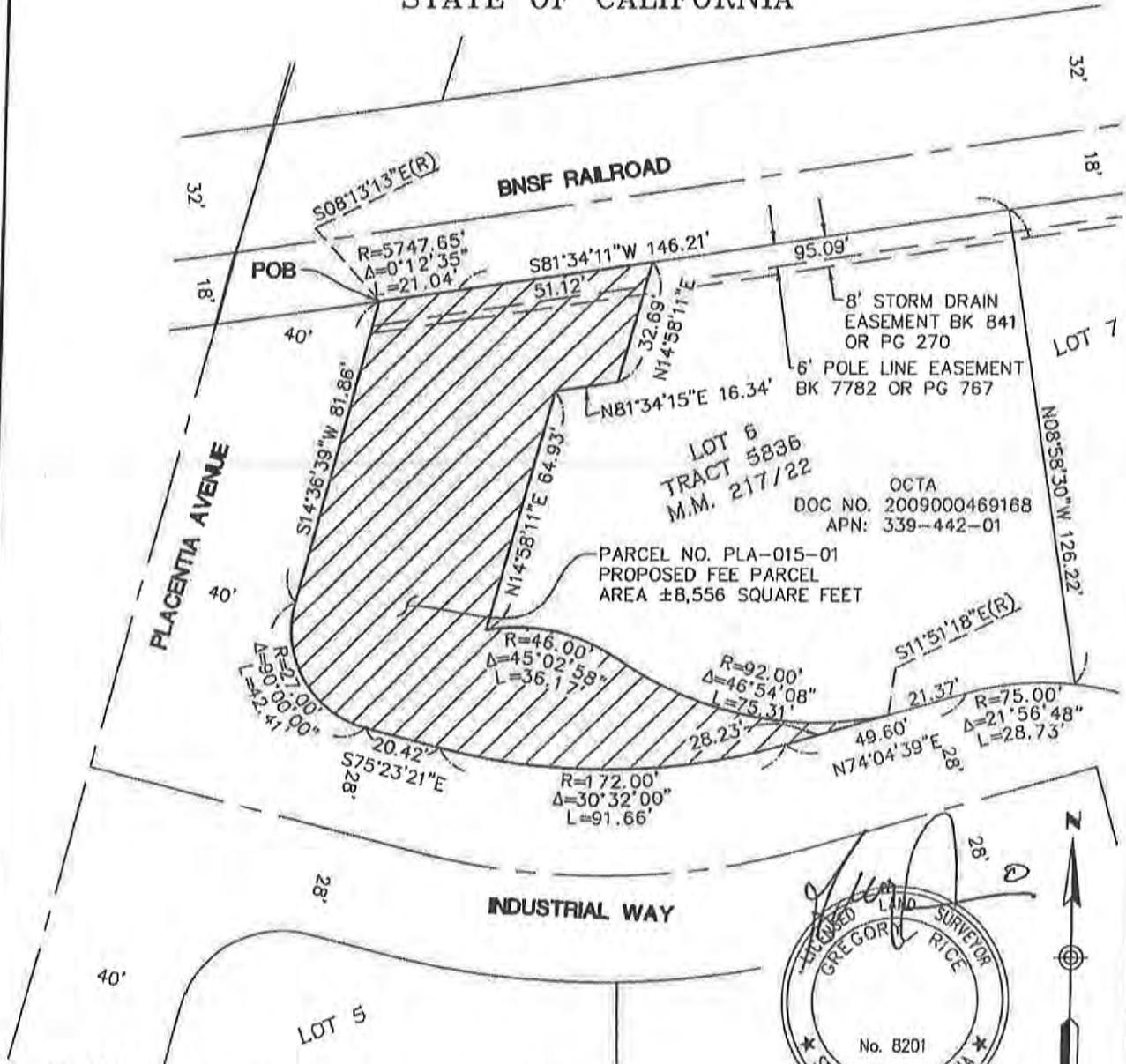
This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

10/01/14
Date

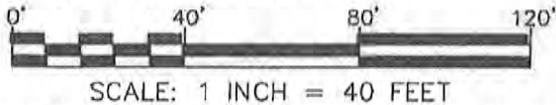


Gregory L. Rice
Gregory L. Rice
L.S. No. 8201

CITY OF PLACENTIA
 COUNTY OF ORANGE
 STATE OF CALIFORNIA



LEGEND
 INDICATES AREA TO BE CONVEYED IN FEE FOR RIGHT OF WAY PURPOSES AREA ±8,556 SQUARE FEET.
POB POINT OF BEGINNING
(R) RADIAL BEARING



BEARINGS AND DISTANCES USED ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000009 TO OBTAIN GROUND DISTANCES.

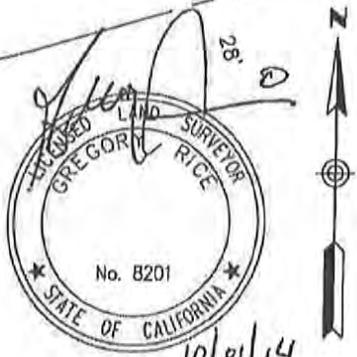


EXHIBIT 'B'

PLAT TO ACCOMPANY DESCRIPTION OF
 LANDS OF CITY OF PLACENTIA
 APN: 339-442-01



MARK THOMAS & COMPANY, INC.
 Providing Engineering, Surveying, and Planning Services
 7571 N. Remington Avenue, Suite 102
 Fresno, CA 93711
 (559) 447-1838

DESIGNED BY <u>JCL</u>	APPROVED ON <u>10/01/14</u>	JOB NO.	SHEET 1 OF 1
CKD. BY <u>GLR</u>	BY <u>Gregory L. Rice</u>	SJ-09103	
DATE <u>10/01/14</u>	LS NO. 4988	EXP. <u>12/31/11</u>	
SCALE <u>1"=40'</u>			

NO FEE DOCUMENT
Government Code §6103 & §27383

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Placentia
401 E. Chapman Avenue
Placentia, CA 92870
Attn: Engineering Division

The Above Space For Recorder's Use Only

OK to Accept: _____
Date: _____

Project Name: Placentia Avenue Grade Separation Project
Address: 450 South Placentia Avenue, Placentia, CA
APN: 339-442-01
Project Parcel No.: PLA-015-03
Title Order No.: 910070006-X52
Escrow No.

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTIONS 6103 and 27383 OF THE CALIFORNIA GOVERNMENT CODE.

PUBLIC UTILITY EASEMENT

FOR VALUABLE CONSIDERATION, receipt and sufficiency of which is hereby acknowledged, **ORANGE COUNTY TRANSPORTATION AUTHORITY**, a public entity ("Grantor"), hereby grants to **CITY OF PLACENTIA**, a charter city and municipal corporation, ("Grantee"), its successors and assigns, a permanent, nonexclusive easement for the public utility purposes. Specifically, the easement grants a perpetual right to construct, maintain, repair, relocate, and adjust, as applicable, utility facilities, and appurtenances thereto, and includes the right of ingress/egress, in, on, above, under, across, over, and along the real property situated in the City of Placentia, County of Orange, State of California, described as follows:

See Exhibit "A", legal description, and Exhibit "B", plat map to accompany legal description, attached hereto and made a part hereof.

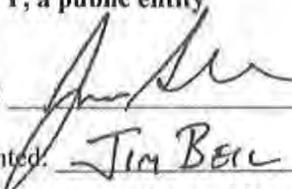
Executed this 10 day of October, 2014.

ORANGE COUNTY TRANSPORTATION AUTHORITY, a public entity

By: _____

Printed: _____

Title: _____

By:  _____

Printed: Jim Bell _____

Title: Executive Director _____

Capital Programs

ACKNOWLEDGEMENT

State of California

County of Orange) SS

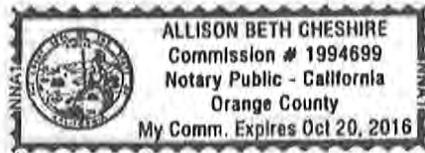
On October 10, 2014 before me, Allison Beth Cheshire, Notary Public, personally appeared James Gerard Bill who proved to me on the basis of satisfactory evidence to be the person (s) whose names (s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature (s) on the instrument the person (s), or the entity upon behalf of which the person (s) acted, executed the instrument.

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

Witness my hand and official seal.

[Handwritten Signature]
(Signature)

(SEAL)



ACKNOWLEDGEMENT

State of California

County of _____) SS

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

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

Witness my hand and official seal.

(Signature)

(SEAL)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Public Utility Easement dated _____, 20__, from the **ORANGE COUNTY TRANSPORTATION AUTHORITY, a public entity**, to the **CITY OF PLACENTIA**, a charter city and municipal corporation, is hereby accepted by the undersigned officer on behalf of the City of Placentia pursuant to the authority conferred by that Agreement of Conveyance of Property, adopted by motion of the Placentia City Council, and hereby consents to recordation thereof.

Dated: _____

By: _____

Print Name: _____

Title: _____ **MAYOR** _____

EXHIBITS "A" AND "B"
LEGAL DESCRIPTION AND PLAT MAP
APN: 339-442-01/PLA-015-03

[SEE THE FOLLOWING PAGES]

EXHIBIT 'A'

LEGAL DESCRIPTION

APN 339-442-01

PLA-015-03 (Public Utilities Easement)

Being a portion of Lot 6 of Tract Map 5836 filed for record June 17, 1965 in Book 217 of Miscellaneous Maps at Page 22, Official Records of Orange County, situated in the City of Placentia, County of Orange, State of California, more particularly described as follows:

A strip of land 20 feet wide, being the easterly 20.00 feet thereof, measured at right angles, of said Lot 6. The westerly side of said strip to be prolonged or shorted to terminate at the northerly and southerly lines of said Lot 6.

Containing 2,492 square feet, more or less.

Bearings and distances used in the above descriptions are based on the California Coordinate System of 1983, Zone 6. Multiply distance shown by 1.000009 to obtain ground level distances.

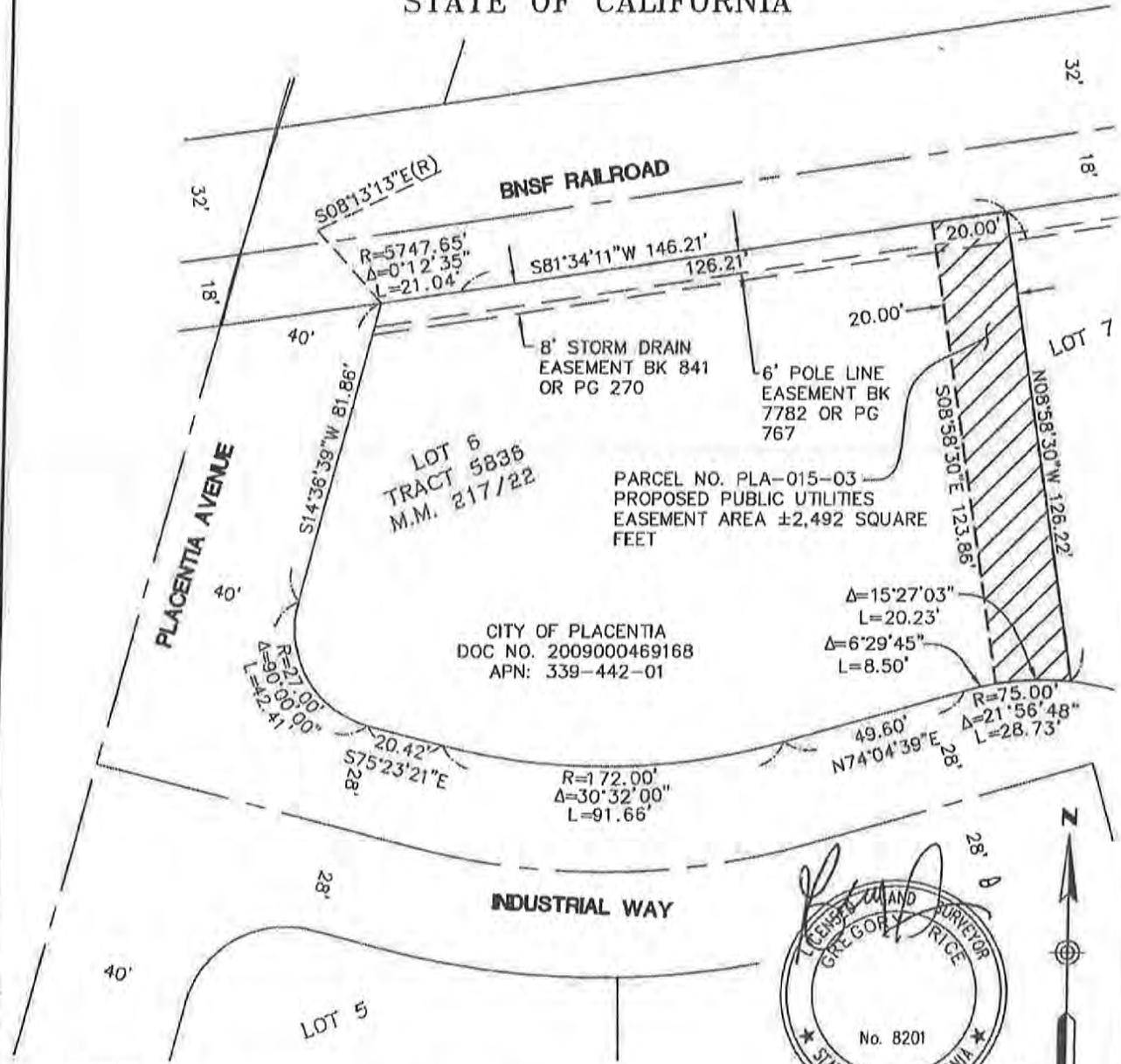
This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

10/01/14
Date

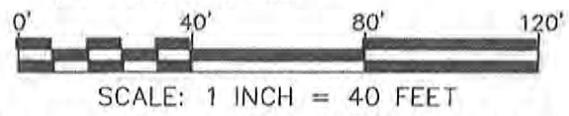


Gregory L. Rice
Gregory L. Rice
L.S. No. 8201

CITY OF PLACENTIA
 COUNTY OF ORANGE
 STATE OF CALIFORNIA



LEGEND
 INDICATES AREA OF PUBLIC UTILITIES EASEMENT TO BE CONVEYED AREA ±2,492 SQUARE FEET.
POB POINT OF BEGINNING
(R) RADIAL BEARING



BEARINGS AND DISTANCES USED ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000009 TO OBTAIN GROUND DISTANCES.



EXHIBIT 'B'

PLAT TO ACCOMPANY DESCRIPTION OF
 LANDS OF CITY OF PLACENTIA
 APN: 339-442-01

MARK THOMAS & COMPANY, INC.
 Providing Engineering, Surveying, and Planning Services
 7571 N. Remington Avenue, Suite 102
 Fresno, CA 93711
 (559) 447-1938

DESIGNED BY <u>JCL</u>	APPROVED ON <u>10/01/14</u>	JOB NO. SJ-09103	SHEET 1 OF 1
CHKD. BY <u>GLR</u>	BY <u>Gregory L. Rice</u>		
DATE <u>10/01/14</u>	LS NO. 499B	EXP. 12/31/11	
SCALE <u>1"=40'</u>			



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: PUBLIC WORKS MANAGER

DATE: DECEMBER 16, 2014

SUBJECT: **RECOMMENDATION TO APPROVE AWARD OF CONSULTANT SERVICES AGREEMENT TO ALBERT GROVER & ASSOCIATES FOR TRAFFIC ENGINEERING SERVICES**

FISCAL
IMPACT: EXPENSE: NOT-TO-EXCEED \$90,000 PER YEAR
OFFSETTING REVENUE: ENGINEERING REVENUES/DEPOSITS
BUDGETED: AS-NEEDED ENGINEERING (ACCOUNT NO.: 103550-6015)

SUMMARY:

The Public Works Department provides traffic engineering services for its operations as well as the City's other Departments. The current agreement with Willdan Engineering is set to expire in January. In anticipation of the current contract expiring, Staff issued a request for proposals (RFP) for traffic engineering support services. In response to the RFP, the City received proposals from three (3) engineering firms. Based upon a review of the three (3) proposals submitted, the RFP Committee recommends that the City enter into an agreement with Albert Grover & Associates. This action awards an agreement to Albert Grover & Associates in an amount not-to-exceed \$90,000 per year to provide traffic engineering services.

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Award a consultant services agreement to Albert Grover & Associates for traffic engineering services; and
2. Authorize the City Administrator to sign the required documents, in a form approved by the City Attorney.

DISCUSSION:

The Public Works Department/Engineering Division (the "Department") is responsible for implementing capital improvement projects, supporting the Planning and Development Services Department by performing reviews on a wide variety of development projects, and providing traffic engineering services to several other City Departments including the Police Department.

1.h.
December 16, 2014

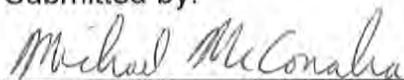
The Department provides these technical engineering services through the use of professional consultants. For the past few years the City has utilized Willdan Engineering for its traffic engineering services. The current agreement with Willdan Engineering is set to expire in January 2015 and the City has utilized all of the optional extension periods within the existing agreement. In November 2014 Staff issued an RFP to solicit proposals from professional traffic engineering firms to provide traffic engineering services to the City.

Three (3) proposals were received, and an RFP Committee comprised of the Community Services Director, Public Works Manager and City Engineer reviewed the proposals in conjunction with utilizing the evaluation criteria set forth in the RFP. Based upon a review of the proposals submitted, the RFP Committee is recommending that the City enter into an agreement with Albert Grover & Associates (AGA). AGA has a positive track record of providing services to the City on a variety of traffic engineering-related projects and is familiar with the City's current traffic signal infrastructure, traffic synchronization projects, battery back-up projects, and upgrades to the City traffic management center. In addition, and while engineering services shouldn't be measured on cost alone, AGA provided the City with the best hourly rate. Lastly, due to the AGA proposal the City should receive more service hours for the same total cost as the previous agreement. The recommended term of the agreement is for one (1) year, with an option for two (2) additional one (1) year extensions based upon the consultant's performance.

FISCAL IMPACT:

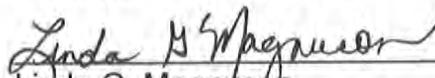
AGA will provide traffic engineering services fourteen (14) hours per week, in an amount not-to-exceed \$90,000 per year. Professional traffic engineering services are funded within the current FY 2014-15 budget.

Submitted by:



Michael McConaha
Public Works Manager

Reviewed and approved:



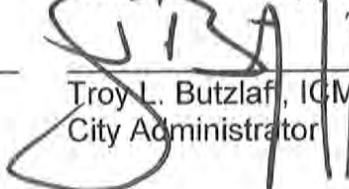
Linda G. Magnuson
Chief Financial Officer

Reviewed and approved:



Damien R. Arrula
Assistant City Administrator

Reviewed and approved:



Troy L. Butzlaf, ICMA-CM
City Administrator

Attachments:

1. Proposal from Albert Grover & Associates
2. Consultant Services Agreement



TECHNICAL PROPOSAL

to provide

TRAFFIC ENGINEERING SERVICES

submitted to



PUBLIC WORKS DEPARTMENT

NOVEMBER 20, 2014

submitted by

**ALBERT
GROVER &
ASSOCIATES
GA**



November 20, 2014

Mr. Michael McConaha
Public Works Manager
401 East Chapman Avenue
Placentia, California 92870

Re: Proposal for Traffic Engineering Services

Dear Mr. McConaha:

Albert Grover & Associates (AGA) is pleased to respond to the City of Placentia's Request for Proposals (RFP) dated October 30, 2014, and the two updates to the RFP dated November 3, 2014 and November 12, 2014, to provide Traffic Engineering services.

Enclosed please find four copies (three bound and one unbound) of our Proposal to provide the services requested by the City. We feel that the AGA team is highly qualified to provide such services in a professional, timely and cost effective manner. Our Proposal describes our team's traffic, transportation and civil engineering expertise and experience, including our engineering and operational technical support experience for local agencies, and provides local agency references; describes the relevant experience of dedicated team members; and details our understanding of the scope of services required and identifies key AGA staff members who will provide such services. Our Fee Proposal has been submitted under separate cover.

It is important to emphasize that the AGA Team has full capability to provide all the services required by the City of Placentia. Our expertise in the fields of traffic engineering, transportation planning, roadway and utility design, hardware and software design, construction engineering and inspection, traffic signal operations and maintenance, and participation with Traffic Commissions, Planning Commissions, City Councils and the public enable us to accomplish all required tasks with minimal time requirements placed on the City staff. Additionally, all key senior staff members have previously worked for public agencies, including both Cities and Caltrans.

Mr. Fran Dunajski, T.E., Transportation Engineer, who has been selected as AGA's Project Manager, is proposed to be designated as City Traffic Engineer for the City of Placentia. Mr. Dunajski has previously served as Traffic Engineer for the City of Riverside; Traffic Manager and Assistant Traffic Division Engineer for the City of Regina, Saskatchewan, Canada; Contract Interim Traffic Engineer for the City of Rialto; and Contract On-Site Staff Support to the Traffic Engineering Division for the City of Long Beach. This experience serves to make him an ideal candidate to head AGA's team in providing Traffic Engineering Services to Placentia.

AGA presently provides traffic engineering services for the City of Fullerton at City Hall for eight hours a week, the City of Victorville at City Hall for sixteen hours a week, and the City of San Dimas for eight hours a month. We also have an on-call contract for engineering and traffic operations with the City of Montclair, effective since August 1993, and on-going contracts with the Cities of Buena Park, La Habra, Seal Beach, Glendora,

TRANSPORTATION CONSULTING ENGINEERS

211 E. Imperial Hwy., Suite 208, Fullerton, CA 92835
(714) 992-2990 FAX (714) 992-2883 E-Mail: aga@albertgrover.com

Mr. Michael McConaha
November 20, 2014
Page 2

Long Beach, Torrance, Highland, Indio, Loma Linda, and Palm Springs to provide as-needed services for traffic engineering and operations. We have for many years provided engineering services to SANBAG and the vast majority of the Cities in Riverside and San Bernardino Counties, to OCTA and nearly all of the cities in Orange County, and to various cities in the southern portion of Los Angeles County on a project-specific basis. In addition to providing on-call services, AGA also operates/monitors the traffic signal systems (totaling more than 350 signals) for several Cities, including Montclair, Loma Linda, La Habra, Fullerton, Fountain Valley, and Highland. AGA's in-house staff of nearly 20 people, including both registered Civil Engineers and Registered Traffic Engineers, provide PS&E preparation and/or checking services, preparing bikeway signing/stripping plans, development/review of Traffic Impact Studies, addressing of neighborhood traffic calming issues, coordination timing development, designing roadway signing and striping, conducting parking studies, designing Traffic Management Centers, etc. (i.e., all services typically required by a City).

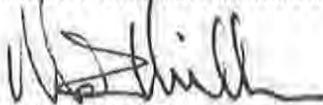
AGA looks forward to working with the City of Placentia and serving as the City's Traffic Engineer, and traffic and transportation engineering consultant. This proposal is a firm offer for 90 days from the date of this letter, and I am authorized to act as the appropriate contact person on behalf of AGA. All communications pertaining to this proposal should be directed to me as follows:

Mark Miller, P.E.
Albert Grover & Associates
211 Imperial Highway, Suite 208
Fullerton, CA 92835
(714) 992-2990
mark@albertgrover.com

If you have any questions or require amplification on any aspect of our submittal, please contact me.

Respectfully submitted,

ALBERT GROVER & ASSOCIATES



Mark Miller, P.E.
Executive Vice President

TABLE OF CONTENTS

SECTION		PAGE
I	Firm Structure and History	1
II	Key Personnel.....	7
III	Experience and References.....	12

LIST OF FIGURES

FIGURE		
1	Project Organization Chart.....	2

APPENDICES

APPENDIX	
A	Resumes of Key Personnel

SECTION 1

FIRM STRUCTURE AND HISTORY

Albert Grover & Associates (AGA) is a California Corporation, with the sole owner being Albert L. Grover, and was established in June of 1993. It is a State of California Certified Small Business (SBE #39313) and all accounts are served from our Fullerton, California location.

Albert Grover & Associates (AGA) is a multidiscipline engineering firm specializing in municipal and transportation engineering. Through the utilization of today's most sophisticated computer-aided equipment by highly skilled and tenured professional engineers, AGA is able to provide its clients with quality, cost effective professional services in a timely manner. AGA's success can be attributed to the firm's commitment to provide clients with personalized, quality service. AGA's services are not just routine, but rather the application of experience and knowledge to first properly identify a problem and then to provide the most appropriate and cost-effective solution. Each project is carried out with the highest degree of pride and professionalism and a dedication to satisfy the client's need. AGA offers professional services that range from the planning and conceptual design stage through the construction supervision and "as-built" stage, placing us among the forerunners in the total service concept.

AGA is not a company that provides only labor service for client designated tasks; rather, AGA provides a high level of intellectual support to accomplish client objectives. AGA's unique blend of Civil Engineers, Traffic Engineers, and skilled technical field maintenance/monitoring personnel provides a synergy that typically results in project success beyond expectations.

AGA's wide range of services offered can be divided into six primary areas of expertise: traffic engineering, day to day traffic signal operations, transportation planning, civil engineering/ construction management, communication and control of traffic signals systems, and actual onsite City Traffic Engineer staffing.

The AGA Team possesses all of the necessary qualifications and experience required to successfully provide the services anticipated by the City. We fully understand the importance to the City of dealing with the development, implementation and coordination of various traffic and transportation engineering projects, as well as dealing with projects ranging from day-to-day neighborhood parking and traffic problems to long-range planning issues. Staff of AGA have completed many tasks similar or identical to those anticipated under this contract, and have completed such tasks on time, within budget, and in a manner that meets all the requirements of the agency for which the work was completed, while at the same time placing minimal time and effort requirements on agency staff.

We propose **Mr. Fran Dunajski, T.E., Transportation Engineer**, to be designated as City Traffic Engineer. Mr. Dunajski will also be actively involved as the Project Manager for any additional services provided to the City of Placentia under the proposed contract. **Mr. Mark Miller, P.E., T.E., PTOE, Executive Vice President**, will assist Mr. Dunajski on an as-needed basis. **Mr. Al Grover, P.E., T.E.**, will provide project oversight and Quality Assurance/Quality Control for all work products. Additionally, AGA's entire staff will be available to provide specific required services vis-à-vis each individual's specific expertise, thereby optimizing service provided in an expeditious and economic manner. This is more fully discussed in Section 2 of this Proposal, and is graphically displayed on the Project Organization Chart (see **Figure 1**).

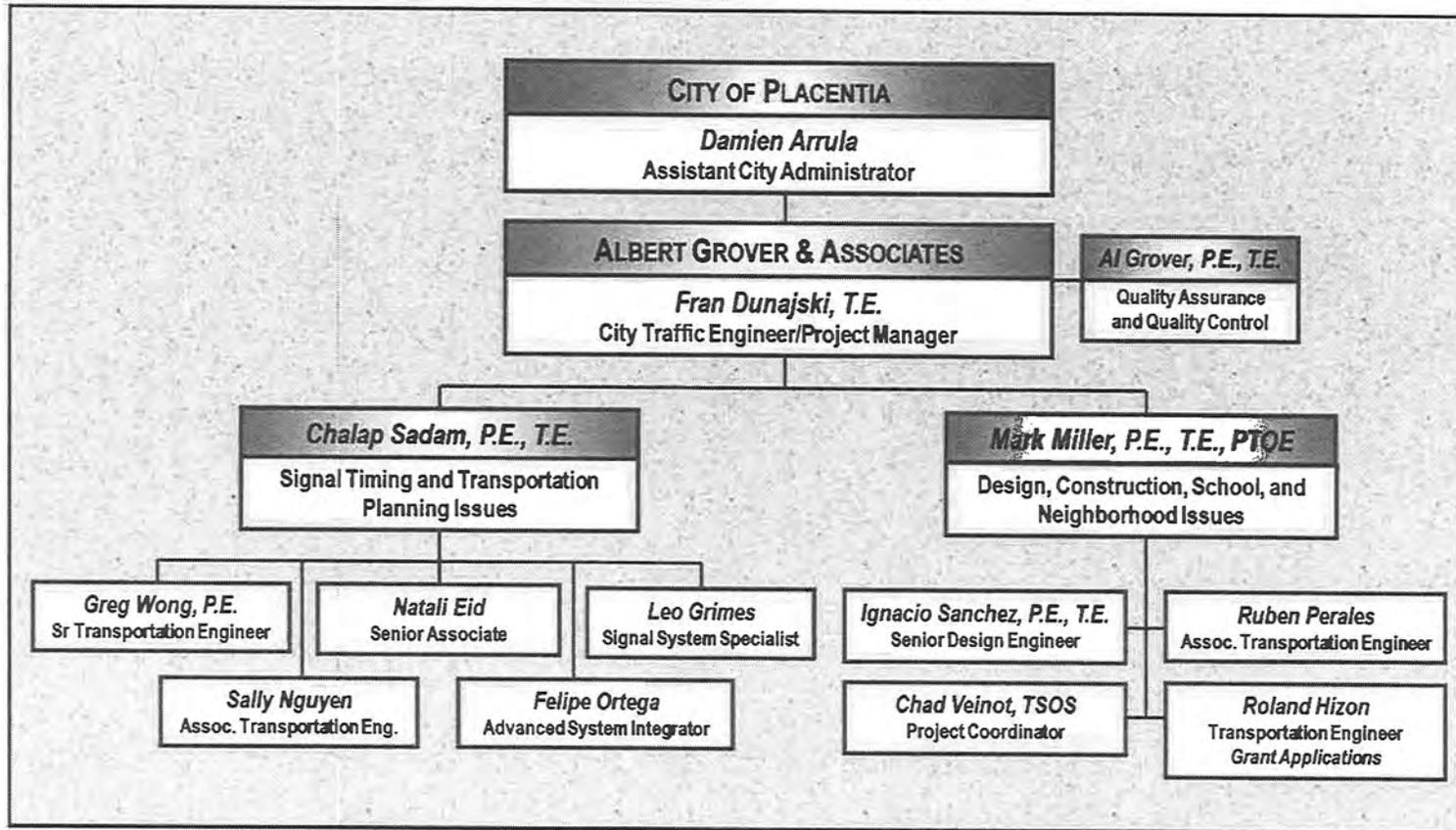


FIGURE 1 – PROJECT ORGANIZATION CHART
PLACENTIA TRAFFIC ENGINEERING SERVICES

AGA staff's wide range of expertise is ideal to provide the City with nearly instantaneous access to any traffic/transportation/parking area of expertise needed at any given time.

AGA's approach to providing traffic engineering services to Placentia involves far more than simply providing contract labor on an hourly basis. We consider it our function to serve as an extension of City staff, as well as expert advisors to staff, forming an integrated team to creatively provide solutions to traffic engineering and transportation planning problems. While Mr. Dunajski will provide the majority of the management and long-term expertise required, our entire staff will be available and on-call at all times to serve the City. This includes not only any scheduled meetings at City Hall for both public and City staff liaison, but also attendance at evening City and neighborhood meetings as required, field studies and analyses, and all other required functions.

The key aspect of our approach is that we will utilize our staff's extensive expertise and experience, acquired via providing similar services to a wide range of Cities and via previous service as full time City Traffic Engineers, including Mr. Dunajski's experience in Riverside, Regina (Saskatchewan, Canada), Rialto and Long Beach; Mr. Miller's experience in Pasadena, Pomona, Fullerton and San Dimas; and Mr. Grover's experience in Inglewood and Beverly Hills (in addition to his experience at Caltrans in coordinating with many cities), to creatively solve City traffic engineering and transportation planning problems. This unique experience in viewing problems "from both sides of the fence" will greatly enhance our ability to serve the City of Placentia.

We feel that our experience, our expertise, and most importantly, our creativity is what makes us very qualified to serve the City. We know how to listen open-mindedly to both City staff and the public; how to develop alternative solutions to various problems; and how to differentiate cost-effective from cheap. Our ability to develop viable alternative solutions has been instrumental in reaching consensus on controversial issues.

Another key factor in providing services to the City of Placentia is to continue to stay attuned to both the overall direction and the specific requirements of the City staff, various Commissions, and the City Council. Because of our extensive experience in previously providing similar services to other Cities, and our staff's knowledge of current traffic engineering considerations via our attendance and presentations at regional (such as the Institute of Transportation Engineers [ITE] and the City Traffic Engineers [CTE]) and national (such as Transportation Research Board [TRB] and ITE) forums, we are in the mainstream of state-of-the-art traffic engineering approaches and methodologies. By combining this knowledge, we can optimize the service provided to the City.

Our knowledge of and sensitivity to public needs and concerns, combined with our real world (as opposed to textbook) approach to safety issues, will ensure that compromise alternative solutions to specific problems can be achieved while at the same time compromising neither safety nor public needs and desires.

We also completely understand the necessity of balancing the economic advantages to the City of increased development and redevelopment projects with the potential negative impacts to traffic flow and circulation of such projects, and have managed to develop mitigations that are both technically and economically feasible for projects ranging from a gas station with a convenience market to a 1.25 million square feet retail mall. A key example of such balancing is illustrated by the expansion of Montclair Plaza,

wherein the transportation infrastructure improvements required to allow mall expansion in turn resulted in significantly improved mall access and attendance and subsequent increases in sales tax revenue for the City.

Our staff's extensive experience as City Traffic Engineers has been invaluable in helping us provide service to local agencies. Understanding basic concerns and constraints as viewed from the City's perspective is a key qualification. We have long represented Montclair, La Habra and Fullerton at various State and Regional Transportation functions, meetings, workshops, seminars, etc., and have helped establish both operational and CIP budgets for these and other Cities. Additionally, Mr. Grover has served on the Caltrans District 8/Consulting Professional Engineers Liaison Committee, and as a member of the Transportation Research Board's Highway Capacity Committee, established the framework for the HCM2010 – a completely new Highway Capacity Manual. Staying abreast of State and Federal issues is often a key component of developing local programs, policies, and procedures.

Another service that AGA can provide to the City of Placentia (in addition to traffic modeling/ monitoring) relates to the monitoring of the City's traffic signal timing. Development, implementation and maintaining of coordination timing plans is critical to optimize the efficiency of the existing infrastructure. AGA has for many years monitored signal timing for several different local agencies, ensuring that coordination timing plans in effect are operating as designed. Because traffic patterns change when additional development occurs, adjustments to timing plans are often required. Only by frequent monitoring of traffic operations can these timing plans be kept current. In addition to expert Traffic Engineering staff, AGA also has several experienced traffic signal technicians on staff.

Our experience in completing small-scale traffic engineering projects ensures that such projects can be completed on time and within budget with minimal demands placed upon City staff. Because we are a successful consulting firm with extensive experience in all phases of traffic engineering, we are highly qualified to provide this service. Our goal as the City Traffic Engineer is to provide the City with quality service at a fair and reasonable cost. We provide solutions to problems to City leaders, not just the problem.

AGA's recent experience with multiple projects in the City of Placentia has provided us with vast knowledge of the City's traffic signal system and requirements. Via the Rose Drive City Project, AGA provided services to update the Traffic Management Center (TMC) with the Aries central system, including communication integration for the signal system. We have worked on corridor projects that provided the City with new optimized coordination signal timing, along with new field equipment and the new Contracs central system via projects such as the Orangethorpe Avenue Traffic Light Synchronization Program (TLSP), Bastanchury Road Regional Traffic Signal Synchronization Program (RTSSP), Tustin Avenue-Rose Drive RTSSP, and Placentia Avenue RTSSP. AGA also assisted the City with the Local Signal Synchronization Plan (LSSP) submittal to ensure Measure M2 funding eligibility from Orange County Transportation Authority (OCTA). AGA also assisted the City with grant applications to implement signal system related improvements. Additionally, AGA worked with the City on a project to install Battery Backup Systems at twelve existing traffic signal locations.

Our intimate knowledge of the City of Placentia's traffic signal system makes us highly qualified to provide this service.

Mr. Dunajski, designated as Placentia's City Traffic Engineer, will perform all functions and provide services to the City which include, but are not limited to:

1. Maintain regularly scheduled office hours at City Hall.
2. Serve and represent the City as the City Traffic Engineer by interfacing with the public, staff, and other governmental agencies to address any and all matters relating to proposed traffic or transportation plans within and/or affecting the City.
3. Respond to citizen questions, suggestions, complaints, and concerns.
4. Coordinate with the general public regarding traffic engineering issues related to circulation, parking, and access.
5. Assist City staff in the development of Engineering and Development Policies, Regulations, Ordinances, and Resolutions relative to traffic issues and standards.
6. Provide traffic engineering design; assist with contract administration; and interact with staff, consultants, the public, community groups, engineers, contractors and inspectors during all phases of the design and construction of Capital Improvement Projects.
7. Prepare traffic warrants and conduct speed surveys, as required.
8. Review development proposals and conduct studies as appropriate to ensure consistency with City, County and State codes, standards, regulations, ordinances, policies and statutes.
9. Review and comment on improvement plans regarding traffic improvements.
10. Assist City staff in evaluating the City's traffic impact fee, and determine whether the fee is appropriate or needs to be adjusted.
11. Assist in the preparation of "Conditions of Approval" for proposed development projects.
12. Evaluate and provide recommendations regarding developer-proposed mitigation measures for development projects.
13. Conduct investigations and prepare reports regarding traffic engineering matters.
14. Attend meetings such as City Council, Planning Commission, and others as requested.
15. Perform the duties of staff liaison and attend all City-held Traffic Safety Commission Meetings.
16. Provide an interface with local, regional and State transportation agencies including Metrolink, OCTA and Caltrans.
17. Perform duties as the primary Engineering contact for the City's permit parking program, and coordinate permit parking and other parking issues with the City's Police Department.
18. Assist City staff in evaluating the City's permit parking program and fee schedule to determine whether the fee fully recovers the City's cost for administration of the program, and if the program should be revised.
19. Develop recommendations and budgets for capital improvement projects or operational corrective measures to mitigate specific concerns.

20. Prepare materials and information for use at various public meetings, as requested.
21. Provide monthly invoices with specific project and activity accounting of hours billed, including direct costs advanced by the consultant.
22. Assist with the completion of the City's comprehensive General Plan update, including finalizing the Bike Plan, review of certain studies, and completion of the Mobility Element.
23. Assist with Specific Plans and/or Master Plans as-needed.
24. Coordinate with City staff on the management and implementation of various traffic-related grants and programs.
25. Perform other traffic-related assignments, as requested.

SECTION 2 KEY PERSONNEL

AGA's staff has extensive experience in providing all of the services requested by the City of Placentia. Most key members of our staff have been working together as a team since 1990, completing for both government agencies and developers many different types of projects covering all areas of expertise potentially required by the City of Placentia. Our proposed team will be as follows:

Mr. Fran Dunajski, T.E., Transportation Engineer

Placentia City Traffic Engineer/Project Manager

Mr. Dunajski will serve as City Traffic Engineer for all required tasks, and as Project Manager for any additional projects being completed for the City.

Mr. Dunajski has more than 30 years of progressive and extensive experience as a City Traffic Engineer. He has conducted a wide spectrum of traffic and transportation engineering projects and dealt with all aspects of City Traffic Engineering. As the City Traffic Engineer for the City of Riverside, Mr. Dunajski provided management and supervision for the four sections of the Traffic Engineering Division: Planning and Investigations; Traffic Signal Design; Traffic Signal Maintenance; and Parking Management/Downtown Parking Enforcement. He reviewed and provided comments on traffic impact study reports and land development plans, then recommended appropriate mitigation measures and conditions of approval for proposed developments. He recommended the installation of traffic signing, striping, markings, parking restrictions and other traffic controls, developed and implemented the City's Neighborhood Traffic Management Program, and evaluated then responded to citizen and City Council members' requests and complaints.

As manager of Traffic Maintenance, Safety and Training in the City of Regina, Saskatchewan, Canada, Mr. Dunajski managed all aspects of the Traffic Operations Division of the Public Works Department and supervised staff in traffic signal construction and maintenance, parking meter maintenance and signing and striping crews. He recommended and implemented a complete upgrade of the City's parking meter system, as well as a standardization of the City's traffic signal installation and hardware. He also reviewed and recommended installation and revisions to traffic calming devices throughout the City. He developed the annual budget for the Traffic Operations Division of the Public Works Department, and assisted in developing an automated traffic signal and sign inventory program for the Department.

Additionally, as Contract Interim Traffic Engineer for the City of Rialto, and as contract on-site staff support for the City of Long Beach, Mr. Dunajski performed a majority of the duties the City of Placentia has requested for their Contract City Traffic Engineer.

Mr. Mark Miller, P.E., T.E., PTOE, Executive Vice President of AGA

Assistant Project Manager

Mr. Miller will assist Mr. Dunajski on an as-needed basis as his alternate as City Traffic Engineer and will assist on a project-by-project basis for additional projects. Mr. Miller is also designated as the contact person for AGA.

Mr. Miller is a registered Civil and Traffic Engineer, as well as a certified Professional Traffic Operations Engineer (PTOE) with more than 38 years' experience. He has completed numerous traffic and transportation engineering projects and studies ranging from traffic signal and striping designs to review of traffic impact studies to speed zone surveys to warrant analysis for removal of midblock crosswalks, and had made many presentations to Traffic and Planning Commissions and City Councils. Mr. Miller's extensive operational experience includes actually operating the City of Montclair's traffic control system for the past fifteen years from AGA's offices in Fullerton, as well as operating the City of Fullerton's system.

As is the case with the vast majority of AGA's senior staff, Mr. Miller also has prior public agency experience. He previously served as the City Traffic Engineer for the City of Pomona, and Assistant Traffic Engineer for the City of Pasadena. While employed as City Traffic Engineer for the City of Pomona, Mr. Miller was responsible for a \$3,000,000 operations and capital improvement budget and managed 14 subordinates in the traffic engineering division. His responsibility included preparation of the traffic and transportation engineering budget, street light assessment districts and parking districts. He was responsible for the maintenance of over 120 traffic signals, 8,000 street lights and over 300 miles of pavement markings and signing and made numerous presentations to commissions, councils and neighborhood groups.

Mr. Miller also is a thirteen year member and Past President of the City Traffic Engineers Association (CTEA). While with that organization, one of his key accomplishments was conducting workshops for various Traffic Commissions and Planning Commissioners from throughout Southern California to educate them on various aspects of traffic engineering. Mr. Miller presently spends 8 hours per week serving as the Contract Traffic Engineer for the City of Fullerton, conducting a wide assortment of tasks very similar to those anticipated in Placentia.

While Mr. Dunajski personally will be responsible for all studies, projects and designs, he will be supported by other dedicated members of the AGA staff. In addition to support from Mr. Miller, the support staff includes **Mr. Al Grover, P.E., T.E.**, President and CEO of AGA, who will provide project oversight and quality control for all projects/work products; **Mr. Chad Veinot, TSOS**, who will assist with Traffic Operational Projects and Neighborhood Traffic Issues and will provide plan checking services; **Mr. Ruben Perales, E.I.T.**, Associate Transportation Engineer, who will be Task Manager for Traffic Engineering Projects; **Mr. Chalap Sadam, P.E., T.E.**, Vice President, who will be Task Manager for Transportation Planning Projects; **Mr. Greg Wong, P.E.**, who will assist Mr. Sadam in capacity and level of service related projects; and **Mr. Leo Grimes**, Senior Signal Systems Specialist, who will provide support relative to the operation of the City's traffic signal system. Each staff member will assist Mr. Dunajski in the preparation of reports, drawings, plan checking and other related work as required. A brief summary of key staff members' experience is included below.

Mr. Albert Grover, President of AGA, is a registered Civil and Traffic Engineer with nearly 50 years' experience. Mr. Grover personally developed many of AGA's traffic engineering software programs, including WEBSTER, an interactive simulation and analysis program that provides for signal timing development, capacity analysis, queuing analysis, and Level of Service determination. He has managed and/or conducted scores of traffic engineering and transportation planning projects throughout California, including FETSIM projects for 16 separate grants involving over 500 traffic signals; has been instrumental in proposed development studies, parking studies, circulation studies, bike trail projects, street alignments, traffic signal installations, etc.

Prior to forming AGA in 1993, Mr. Grover was Executive Vice President of MGA, where the key AGA staff members were also employed, for 13 years. Additionally, Mr. Grover previously was the Director of Traffic

and Parking for the City of Beverly Hills; Traffic Engineer for the City of Inglewood, where he implemented a computerized traffic control system operating 105 intersections from City Hall utilizing the UTCS software package; and Project Engineer for Caltrans' Los Angeles Area Freeway Surveillance and Control Project, a test program to evaluate innovative ITS traffic control techniques and devices. Mr. Grover was also the OCTA Countywide Advisor to the Traffic Signal Forum, a consortium of all Orange County Cities that developed various signal timing goals, procedures, etc. Because Mr. Grover also served as an active member of the Highway Capacity Manual Committee which developed the HCM 2000 and the HCM 2010, he will also provide a link with national activities relative to signal operations and roadway capacity issues. Mr. Grover served as Project Manager for the SANBAG Tier 1 and Tier 2 Projects to coordinate approximately 650 signals in the San Bernardino Valley.

Mr. Chad Veinot, Senior Project Coordinator, will assist in development and/or review of traffic signal plans and signing/stripping plans, public requests for neighborhood traffic improvements, conducting traffic counts, etc. Mr. Veinot joined Albert Grover & Associates (AGA) in August 2004 as a Transportation Engineering Associate. While with AGA, Mr. Veinot has been responsible for a wide range of projects, including both design related projects (signal designs, stripping plans, interconnect plans, speed studies, etc.) and neighborhood traffic problem resolutions (cut through traffic, STOP sign requests, traffic calming issues, etc.). Mr. Veinot had previously worked for the City of Glendora Traffic Division for two and a half years. His experience there included signal/stripping/lighting design and PS&E preparation; neighborhood traffic calming studies; speed surveys; intersection capacity analysis; timing plan development and implementation; signal system monitoring; traffic impact analysis; and providing "counter service," which he has done not only in Glendora, but also for cities where AGA was under contract as the on-site Consultant Traffic Engineer, including the City of Huntington Beach.

Mr. Veinot has acquired a wide range of traffic engineering/ transportation planning experience, including both field and office activities during the eight years he has been involved in traffic engineering. Mr. Veinot has reviewed and prepared traffic studies; evaluated traffic signal operations; analyzed neighborhood traffic problems, developed alternative solutions, and presented results to neighborhood groups; prepared and presented staff reports; conducted public meetings; performed construction inspection; and conducted several traffic engineering/ transportation planning studies involving large-scale databases, including citywide speed survey projects. Mr. Veinot is also very familiar with the review/approval process for any State (Caltrans) and/or federally funded improvements relative to pedestrian access issues, and has prepared Caltrans Design Exception documentation on a variety of projects.

Mr. Ruben Perales, Associate Transportation Engineer, will assist with traffic engineering related projects, including traffic signal design and/or traffic signal modification projects; accident studies and analyses; traffic signal signing, stripping, and detour plan preparation and/or plan checking; and interconnect design. Mr. Perales joined Albert Grover & Associates (AGA) in September 2005 as a Transportation Engineering Assistant. While with AGA, Mr. Perales has been working on conceptual improvement plans, intersection level of service analyses, signal design and signal modification plans, fiber optic communication plans, signal coordination plans, citywide speed surveys, signing & stripping plans and street lighting. He has prepared plans for Caltrans, other government agencies such as the County of Los Angeles, City of Indio, City of Calimesa, City of Fullerton, and for various private developers such as Home Depot, Walmart, etc. He has conducted field topographic surveys required to develop design plans to improve intersection safety and update signal hardware to current standards. He is very familiar with AutoCAD, Microstation, Crossroads software and various Microsoft applications.

Mr. Perales had previously worked for the City of Upland Traffic Division for one and one half years. His experience there included preparing street improvement/stripping/traffic control plans; initiating work orders for removal and installation of traffic signs; striping modifications; retrieval of accident reports and collision diagrams utilizing the Crossroads software program; setting up traffic counters and compiling the count data; calculating traffic volumes; conducting traffic signal warrant analyses; and providing "counter service."

Mr. Chalap Sadam, Vice President, will assist in signal timing plan development and implementation, traffic impact studies, Congestion Management Programs (CMP) monitoring and other transportation planning projects. He has more than 24 years' experience in transportation engineering/transportation planning. During that time, he has conducted over 50 traffic impact studies for projects varying from major shopping centers to enterprise zones to large scale trucking projects. He is very familiar with the CMPs adopted by San Bernardino County, Los Angeles County, Riverside County, and Orange County, and was extensively involved in previous transportation planning forecasting and modeling for various projects in the City of Colton, City of Montclair and City of Fullerton. Mr. Sadam was the Project Manager for the North Montclair Specific Plan Project, the Citywide Transportation Model for the City of Montclair, the City of Colton Empire Metromall TIA, and various other traffic studies throughout Southern California.

Mr. Sadam is a registered Civil Engineer and a registered Traffic Engineer. He also has extensive experience with signal timing and with a wide variety of traffic engineering software. He has developed coordinated timing plans for 36 signals in the Central Business District of Visalia; 42 signals in Palm Springs; 260 signals on 25 arterials for the GMA-6 project covering the Cities of Fountain Valley, Garden Grove, Huntington Beach, Seal Beach and Westminster; 20 signals on Bastanchury Road and 35 signals on Yorba Linda Boulevard in Fullerton, and 17 signals on Yucaipa Boulevard in Yucaipa. Further, he has implemented signal timing at CSC-T1 controllers for time base coordinated signals and Econolite, VMS/Multisonics and Traconex central controlled systems as well as several 170/QuicNet Systems. Mr. Sadam also finalized timing plans for the 113 intersections that are part of AGA's Multijurisdictional Signal Timing Project in Western San Bernardino County. He also served as assistant Project Manager on both the Tier I and Tier II SANBAG Coordination projects.

Mr. Greg Wong, Senior Transportation Engineer, will assist Mr. Sadam in Transportation Planning projects. Mr. Wong's eighteen years' of planning and analysis experience includes work in capacity and level of service analysis, environmental impact report review and analysis, parking studies, and traffic impact study preparation and review. He has worked extensively on timing plan development utilizing a variety of traffic engineering software, including PASSER, WEBSTER and Synchro. Mr. Wong recently was instrumental in developing timing plans for 260 signals on 25 arterials in west Orange County, and assisted in timing plan development for several projects in the City of Fullerton. In addition to his timing development projects, Mr. Wong has provided transportation planning services for a variety of projects such as land developments, site analyses, traffic impact studies/analyses, parking and circulation analyses, and traffic forecasting and modeling. Mr. Wong has also been responsible for annual CMP monitoring in both Montclair and Upland. Prior to working for AGA, Mr. Wong worked for both the City of Los Angeles and the County of Los Angeles.

Mr. Leo Grimes, Senior Signal Systems Specialist, will be available to provide support services relative to the City of Placentia's traffic signal system, including responding quickly to complaints regarding signal operational problems and determining if the problems are software or hardware related. While the City's signal maintenance department is responsible for responding to obvious hardware failure problems, some problems, such as detector failures, are not readily identifiable as a hardware problem, but instead could appear at first to be timing problems. Mr. Grimes has over 20 years of experience in the field, including ten years of experience with Signal Maintenance, Inc. (SMI), have enabled him to quickly identify actual causes of perceived problems,

and to physically resolve many such problems on-site in an expeditious manner. His melding of software and hardware expertise has been a significant asset to AGA in the current operation of various different signal systems. Mr. Grimes presently performs AGA's ongoing operation services for San Bernardino County and the Cities of Montclair, Fountain Valley, Rialto, Loma Linda, Fullerton, and La Habra. AGA's utilization of a Signal Systems Specialist, such as Mr. Grimes, allows us to achieve a high level of "on time" (i.e., a minimization of "down time") of coordination by bridging the gap between engineering and maintenance. Mr. Grimes has been responsible for signal system oversight for a three year monitoring period of approximately 650 signals, involving a large number of controllers similar to the controllers used in Placentia.

Full resumes of key AGA personnel are contained in **Appendix A**.

It is important to note that key personnel will be available for the duration of the required services. Additionally, AGA's full staff will be available to the City of Placentia on a project-by-project basis.

SECTION 3

EXPERIENCE AND REFERENCES

Over the years, AGA staff has acquired extensive relevant experience that will assist us in providing the proposed traffic engineering services for the City of Placentia. Two important factors relating to this relevant experience are:

- ◆ AGA is presently under contract with the City of Buena Park, City of Fullerton, City of Seal Beach, City of Cerritos, City of Glendora, City of San Dimas, City of Torrance, City of Highland, City of Montclair, City of Palm Springs, City of Victorville, City of Loma Linda, and the City of La Habra to provide as-needed traffic engineering services.
- ◆ Key AGA personnel have extensive previous City and Caltrans employment experience, including experience as the City Traffic Engineers in the Cities of Fullerton, San Dimas, Beverly Hills, Inglewood, Pomona, Riverside, and Rialto.

Based on our understanding of the City's needs, we feel that our most important qualifications relate not only to providing City Traffic Engineering services and the development of high quality PS&E documents, but also to problem solving, communication and a willingness to develop alternative solutions while maintaining public safety. These qualifications have evolved from years of individual experience while employed at various agencies (Caltrans, San Bernardino, Inglewood, Beverly Hills, Pasadena, San Dimas, Pomona, Riverside, and Huntington Beach). As consultants, AGA's staff have utilized their expertise while providing contract traffic engineering, transportation planning and parking management services to various cities and agencies throughout Southern California.

AGA staff have designed new traffic signal installations and/or traffic signal modifications, prepared channelization plans and traffic control plans, and prepared various grant applications for a multitude of cities throughout California, including PS&E preparation and providing of construction management services. We have prepared coordination timing plans for thousands of signalized intersections throughout Southern California including signalized intersections relating to future traffic conditions and signal operations, and included developing timing plans utilized by Caltrans. We have conducted traffic impact assessments for over 100 proposed development projects, ranging from major commercial retail centers to large-scale trucking projects to drive-thru restaurants.

We have prepared a Bikeway Master Plan for the City of Garden Grove, developed Citywide bikeway signing and striping plans for the City of Corona, and prepared signing and striping plans for various bike routes in the City of Placentia. We have conducted numerous traffic safety studies, including speed-zone surveys in Ontario, Fullerton, Long Beach, Santa Fe Springs, Cerritos, Lancaster, Hermosa Beach, Huntington Park, Palm Springs, Fountain Valley, Cypress, La Habra, Santa Monica, Norco, Santa Ana, and California State University Long Beach. We have conducted school safety and crosswalk studies for the Cities of Cerritos and La Habra, and have conducted a Comprehensive Traffic Circulation and School Safety Study for all twenty-four elementary schools, five middle schools, and seven public high schools in the Pomona Unified School District. We have conducted High Accident Location Studies under OTS Grants for the Cities of Montclair, Baldwin Park, La Habra, Downey, Palm Springs and Inglewood, and have worked on Citywide Street Lighting Inventory Projects utilizing GIS in the Cities of Beverly Hills, Baldwin Park, and Orange. Additionally, we developed the

PS&E for the citywide street lighting upgrade in the City of Beverly Hills (for a construction cost of greater than \$14 million) and for the City of Compton.

AGA offers local and regional area transportation planning capabilities to develop specific circulation plans, including Master Plans of Streets and Highways, general circulation plans and coordination of these plans with those developed by metropolitan planning organizations. One of the key areas of AGA's expertise involves combining transportation planning with traffic operations. Short-term traffic operational analysis can thus be combined with long term (10 to 20 or more years) transportation planning data to evaluate and monitor the impact of the urban growth in a dynamic way. Such analyses are critical for conducting various feasibility studies and Traffic Impact Studies/Analyses (TIAs), and for determining long-term transportation infrastructure needs.

Staff of AGA have conducted numerous modeling projects and gained experience in all phases of transportation planning. More specifically, our staff have expertise and experience in developing and utilizing travel demand forecasting models to determine future transportation infrastructure needs for various cities in the Southern California area; in preparing/updating Circulation Elements of General Plans; in preparing Traffic/Circulation sections of EIRs, and in preparing Traffic Impact Analysis (TIA) Reports in compliance with regional planning agency requirements. Specific relevant experience includes our update of the General Plan for the City of Colton, which resulted in the first consistency determination by SCAG/SANBAG; our development of the City of Montclair Transportation Study and Developer Fee Program; our transportation planning project for the City of Fullerton, in which we determined long term intersection and link improvement needs on a Citywide basis; our Indian Avenue Two-Way Traffic Study (i.e., feasibility of converting one-way operation to two-way operation) for the City of Palm Springs, which included projecting future traffic, conducting LOS analyses and determining mitigations; and our Soledad Canyon Road Feasibility Study in which we determined the ultimate lane requirements for future traffic conditions.

AGA also has extensive experience in operating traffic signal systems under contract to various Cities. For several years we have monitored and operated signal systems for six different agencies from our office in Fullerton. Under agreements with these Cities, AGA has complete responsibility for signal timing operations, including monitoring, updating, fine-tuning, and responding to citizen complaints. This everyday exposure to real world traffic situations is invaluable in addressing and resolving a wide range of transportation planning and traffic operational problems. This is a very unique consulting engineering service provided by AGA.

AGA is also qualified in the areas of parking needs assessments, parking requirements, and parking management plans. Two of our more recent parking projects involve determination of parking needs, and the subsequent development of parking management plans, for new large-scale downtown developments: a complete renovation of a major shopping center in Palm Springs, and a proposed 20,000 square foot up-scale restaurant/bar in Fullerton requiring valet parking.

We presently serve as the on-call traffic engineering and traffic operations consultant for the City of Montclair (since 1993) and must periodically make City Council presentations. The Montclair service is provided via a renewable 5-year master agreement. We also provide on-call traffic engineering for the City of La Habra. We have an annual agreement (in effect since 1990) with La Habra for complete Traffic Operations responsibility of their traffic signal master control system, which we accomplish from our office via wireless radio to the City's fiber system. Additionally, for the past sixteen years we have provided "in-house" (8 hours a week) traffic engineering services for the City of Fullerton, provide "in-house" services for the City of Victorville for 16 hours a week, and also provide "in-house" services for the City of San Dimas.

AGA not only provides traffic and transportation engineering services. We also work effectively with maintenance personnel as well as commissions, councils, and other key agencies. We strive to develop partnerships to achieve common objectives.

In summary, AGA staff have excellent experience to serve as the day-to-day and as-needed traffic and transportation engineering consultant for the City of Placentia.

Over the past several years, staff of AGA have provided services similar to those required by the City of Placentia to several other cities in Southern California. Following is a listing of those cities, the services provided, and contacts at the cities who are familiar with AGA's capabilities, personnel and work products.

City: FULLERTON (1998 – Present)

Services Provided: Contract traffic engineering and transportation planning services. This includes actually providing consultant personnel at City Hall one day per week and attending Traffic Commission, Planning Commission, and City Council Meetings as a staff representative. Services have been provided since 1998 and include development and ongoing operation of a Citywide transportation model; review of and recommendations for modifications to the City's General Plan Circulation Element; conducting a Citywide radar speed survey; preparing PS&E, and overseeing construction, for interconnect of dozens of signalized intersections; preparing, implementing and fine-tuning coordination timing plans; developing local signal timing parameters; developing parking management plans; designing and modifying traffic signal installations, including conversion to protected/permissive left turn operations; preparations/checking of traffic control plans; conducting neighborhood traffic studies and attending neighborhood meetings; conducting and/or reviewing traffic impact studies for proposed developments; providing guidelines to developers and other consultants for traffic impact studies; conducting capacity and level of service analyses; and providing various other as-need transportation and traffic engineering services. It should also be noted that, under a separate contract, AGA previously completed for the City of Fullerton a station and route location feasibility study for the proposed OCTA Urban Rail Project, as well as developing a Parking Management Plan for the Transportation Center including the Urban Rail Station, the MetroLink Station and several restaurants.

Contact: Mr. Don Hoppe, Director of Public Works
(714) 738-6864

City: VICTORVILLE (2003 – Present)

Services Provided: Since 2003, AGA has provided contract Traffic Engineering and Transportation Planning services. This includes actually providing consultant personnel at City Hall two days per week, and attending Traffic Advisory Commission meetings as a staff representative. Services provided include development of Citywide transportation model; review of and recommendations for modifications to the City's General Plan Circulation Element; preparing, implementing and fine-tuning coordination timing plans; developing local signal timing parameters; developing parking management plans; designing and modifying traffic signal installations, including conversion to protected/permissive left turn operations; preparation/ checking of traffic control plans; conducting neighborhood traffic studies and attending neighborhood meetings; meeting

with local school officials; conducting and/or reviewing traffic impact studies for proposed developments; providing guidelines to developers and other consultants for traffic impact studies; conducting capacity and level of service analyses; and providing various other as-need transportation and traffic engineering services.

Contact: Mr. Brian Gengler, Assistant City Engineer
(760) 955-5157

City: MONTCLAIR (1993 – Present)

Services Provided: On-call traffic engineering and transportation planning services. This includes presentations at the Traffic Commission, Planning Commission and/or City Council meetings; development of a focused traffic forecast model (of the SCAG subregional model) to generate future peak hour turning movement volumes, and the determination of LOS and required mitigation measures; traffic signal warrant analyses and subsequent traffic signal designs; traffic impact analyses; preparing grant applications; managing traffic circulation and access to the Montclair Plaza; representation at Countywide functions; contract administration and construction management. Since 1993, staff of AGA have provided consultant Traffic Engineering services to the City, including operating the City's signal control system from our offices.

Contact: Mr. Mike Hudson, City Engineer
(909) 626-8571

City: LA HABRA (1993 – Present)

Services Provided: On-call traffic engineering and transportation planning services, which include presentations at the Traffic Commission, Planning Commission and/or City Council meetings; traffic signal warrant analyses and subsequent traffic signal designs; residential and school traffic studies; traffic impact analyses; development of press releases and videos for local cable television relative to various traffic engineering issues; preparing grant applications; representation at Countywide functions; contract administration and construction management. Since 1993, staff of AGA have provided traffic engineering and transportation planning services to the City, including operating the City's signal control system from our offices.

Contact: Mr. Nelson Wong, Traffic Manager
(562) 905-9622

Agency: CITY OF SAN DIMAS (2014)

Project: On-call traffic engineering and transportation planning services. This includes preparation of traffic impact studies, warrant studies, speed zone studies, traffic analyses and evaluations; reviewing various traffic related studies and reports; attending and/or making presentations at various City meetings; investigating citizen complaints and concerns; plan checking; preparation of PS&E for Capital Improvement Projects; and preparation of data for the City's Congestion Management Program.

Contact: Mr. Krishna Patel, Director of Public Works
(909) 394-6245

Following is a listing of the cities where Mr. Dunajski provided services, and the contacts that are familiar with his capabilities and work.

City: CITY OF LONG BEACH (2009 – 2010)

Services Provided: Was at City Hall two days per week; interfaced with City staff, public, and other agencies; did plan checking; prepared various traffic related studies, warrants, analyses, and reports; and reviewed and commented on studies, reports, ordinances, regulations, etc.

Contact: Dave Roseman, City Traffic Engineer
(562) 570-6665

City: CITY OF RIALTO (2007 – 2008)

Services Provided: Was at City Hall one day per week; interfaced with City staff, public, and other agencies; prepared various traffic related studies, warrants, analyses, and reports; and reviewed studies, reports, ordinances, regulations, etc.

Contact: Nadeem Syed, Principal Civil Engineer
(909) 421-4986

City: CITY OF RIVERSIDE (1989 – 2005)

Services Provided: Was at City Hall daily; interfaced with City staff, public, and other agencies; attended various meetings; did plan checking; prepared various traffic related studies, warrants, analyses, and reports; and reviewed and commented on studies, reports, ordinances, regulations, etc.

Contact: Tom Boyd, City Engineer
(951) 826-5575

**A
P
P
E
N
D
I
X**

RESUMES OF KEY PERSONNEL

A



**FRAN DUNAJSKI, T. E.
TRANSPORTATION ENGINEER**

EDUCATION

BS Civil Engineering
University of Saskatchewan
Saskatoon, Saskatchewan, Canada

Northwestern University
Evanston, Illinois
Traffic Engineering Seminar

Eagle Signal Corporation
Austin, Texas
Computerized Traffic Signal Control
System Operations

PROFESSIONAL ASSOCIATIONS

Institute of Transportation Engineers
Association of Professional Engineers of
Saskatchewan

PROFESSIONAL REGISTRATION

Registered Traffic Engineer in California
TE #1569

SPECIAL AWARDS

Automobile Club of Southern California (AAA)
Silver Award for Community Traffic Safety

PROFESSIONAL EXPERIENCE

Since joining Albert Grover & Associates (AGA), Mr. Dunajski has been responsible for writing numerous major Traffic Impact Studies for various development projects in locations such as West Covina, Lake Elsinore, Menifee, Whittier, Claremont, Cerritos, Hemet, San Jacinto, Coachella, Lancaster and Ukiah. He has also been responsible for completing additional smaller traffic engineering related studies in locations such as Norco, Fullerton and Montclair to name a few.

Mr. Dunajski has more than 30 years of progressive and extensive experience as a City Traffic Engineer conducting a wide spectrum of traffic and transportation engineering projects, dealing with all aspects of City Traffic Engineering. While with AGA, Mr. Dunajski served under contract as the Interim Traffic Engineer for the City of Rialto for a period of one year. In addition, he was under contract to provide on-site staff support to the City of Long Beach Traffic Engineering Division for their day-to-day Traffic Engineering activities. At Long Beach, he also managed several traffic signal coordination projects to ensure that funding from the Los Angeles County Metropolitan Transportation Authority was secured. He was also responsible for securing federal funds through Caltrans for Safe Routes to School projects, including filing with Caltrans the appropriate documentation as required.

Prior to joining AGA, as the City Traffic Engineer for the City of Riverside, Mr. Dunajski provided management and supervision for the four sections of the Traffic Engineering Division: Planning and Investigations, Traffic Signal Design, Traffic Signal Maintenance, and Parking Management and downtown parking enforcement. He reviewed and provided comments on traffic impact study reports and land development plans, then recommended appropriate mitigation measures and conditions of approval for proposed developments. He recommended the installation of traffic signing, striping, markings, parking restrictions and other traffic controls, developed and implemented the City's Neighborhood Traffic Management Program, and evaluated then responded to citizen and City Council members' requests and complaints.

Mr. Dunajski supervised and recommended various warrant studies on traffic controls, speed surveys, etc., and recommended and oversaw new traffic signal installations and traffic signal modifications to improve traffic safety. He developed and recommended the annual Capital Improvement Program for

the Traffic Engineering Division and developed the annual General Fund Budget for the Traffic Engineering Division.

Mr. Dunajski made oral presentations to the Planning Commission, both written and oral presentations to the Parking, Traffic and Streets Commission and the City Council, and represented the City at Planning Commissions in the other cities where issues arose in the City of Riverside "sphere of influence". He managed the implementation of the City's conversion from a Multisonic computerized traffic signal control system to the Bi Tran Quicknet system, which controls and coordinates approximately 300 traffic signals. He also coordinated with adjacent jurisdictions to implement joint traffic signal coordination projects to interconnect traffic signals along common corridors.

Mr. Dunajski gave numerous depositions and provided expert testimony for lawsuits against the City as they related to Traffic Engineering issues. He interacted with staff members of other agencies such as RCTC, Caltrans, City of Corona, City of Moreno Valley and March Joint Powers Authority and provided City input for changes to the Transportation Element of the new City General Plan, as well as staff support to the Citizens Advisory Committee in their review of the Transportation Element. He served on the Traffic Safety Task force, which addressed issues, related to the construction of the new SR 60/SR 91/I-215 interchange project. He also represented the City at the bi-weekly Chamber of Commerce Transportation Committee.

Mr. Dunajski was instrumental in obtaining OTS, HES, CMAQ and Safe Routes to School grants. He managed the Citywide conversion of traffic signals to LED technology and served as staff support for the planning of a new parking structure in the City. He is experienced in the operation of traffic collision software, including analysis and mitigation for high frequency collision locations.

As manager of Traffic Maintenance, Safety and Training in the City of Regina, Saskatchewan, Canada, Mr. Dunajski managed all aspects of the Traffic Operations Division of the Public Works Department and supervised staff in traffic signal construction and maintenance, parking meter maintenance and signing and striping crews. He recommended and implemented a complete upgrade of the City's parking meter system, as well as a standardization of the City's traffic signal installation and hardware. He also reviewed and recommended installation and revisions to traffic calming devices throughout the City. He developed the annual budget for the Traffic Operations Division of the Public Works Department, and assisted in developing an automated traffic signal and sign inventory program for the Department.

Mr. Dunajski was Manager for the Department's Safety Program, including implementing and enforcing safe work conditions in the Department in compliance with Workers Compensation Board (the equivalent of OSHA) requirements. He conducted numerous field investigations to ensure staff compliance with established safety regulations and was Manager for the Department's training programs for all Public Works staff.

As Assistant Traffic Division Engineer in the City of Regina he was responsible for the design, procurement and installation of all freeway guide signs along Regina's Ring Road, which involved the design and installation of all sign supports and bases. He was also responsible for the design of traffic

signals, pedestrian corridors, pavement markings, regulatory controls, parking regulations, designs of parking lots and construction detour design and regulations for Public Works projects. He was Project Engineer for the Taylor Field site development, which involved the design, layout and development of parking lots for cars and transit buses, providing areas for landscaping and providing transit routing around the stadium and sufficient pedestrian access areas. He was also Project Manager for the Regina Integrated Traffic Signal System, which involved development of the specification, procurement of system hardware and software components, and managing the installation of the entire computerized traffic signal system.



**MARK H. MILLER, P. E.
EXECUTIVE VICE PRESIDENT**

PROFESSIONAL EXPERIENCE

EDUCATION

BS Civil/Traffic Engineering
California Polytechnic University
Pomona, 1974

Northwestern University
Evanston, Illinois
Traffic & Transportation Engineering
Highway Capacity Workshop

Institute of Transportation Studies
Safety Design and Operational Practices
for Streets and Highways (FHWA)
Traffic Signal Equipment & Operations
Urban Street Design
Public Works Inspections
Legal Aspects and Liabilities
Risk Management & Traffic Safety

PROFESSIONAL ASSOCIATIONS

American Public Works Association
American Society of Civil Engineers
City Traffic Engineers Association
Institute of Transportation Engineers
Orange County Traffic Engineering Council

PROFESSIONAL REGISTRATION

Registered Civil Engineer in California
CE #40956
Registered Traffic Engineer in California
TE #1575
Professional Traffic Operations Engineer
PTOE #233

Mr. Miller joined Albert Grover & Associates in 1993 as Vice President, and provides the firm extensive experience in all phases of ITS design, signal interconnect and coordination plans, CCTV installations, traffic signal/signal system design, and street lighting evaluation and design. Mr. Miller began his consulting career with Mohle, Grover & Associates in January, 1990, as a senior engineer to provide professional traffic engineering and operations services. He is a registered Civil Engineer, Traffic Engineer, and Professional Traffic Operations Engineer with over thirty-five years' experience. This includes more than fifteen years serving as a City Traffic Engineer. Mr. Miller has managed many ITS, traffic signal and street light system projects. He has developed and implemented design standards, specifications and cost estimates for traffic signals, interconnect projects, CCTV projects, and street light projects. He also has experience in preparing traffic signal coordination and timing plans. Additionally, Mr. Miller has provided expert witness testimony on a variety of issues. He has served as both a member and the Chairman of the City Traffic Engineers Association (CTE) and, as such, has been instrumental in conducting workshops to educate Traffic Commissioners and Planning Commission from Cities throughout Southern California on various aspects of traffic engineering. Mr. Miller has provided on call as-needed traffic engineering services to the Cities of Cerritos, La Habra, Montclair, Torrance, and Victorville, and is serving as the Contract Traffic Engineer for the City of Fullerton (since 1998).

While employed as City Traffic Engineer for the City of Pomona, he was responsible for a \$3,000,000 operations and capital improvement budget, and managed 14 subordinates in the traffic engineering division. Mr. Miller has "hands on"

experience with programming all models of traffic signal controllers. He has developed numerous traffic signal coordination and timing plans for use with a wide variety of central control and local controller software.

His experience also includes four years with the City of Pasadena as an Assistant Engineer in Traffic. He was responsible for the preparation and review of major transportation studies. He also assisted in

the preparation and implementation of the Rose Bowl Major Event Traffic and Parking Study, Madison Heights/Oakknoll Neighborhood Traffic Study, various bikeway studies, traffic control device inventories and traffic safety studies. He also developed a traffic accident recording system.

From 1979 to 1982, Mr. Miller was a Civil Engineer with the Illinois Department of Transportation. During this time, he worked in the Bureau of Traffic and the Bureau of Bridges. He had responsibility for establishing policies and contracts for maintenance of major interstate signing projects. He also managed various statewide hazard elimination safety projects. He was responsible for developing traffic signing and pavement marking standards for the Illinois Manual of Traffic Control Devices.

Mr. Miller's engineering experience began when he was an Engineering Assistant in the City of San Dimas, California, for two years. He was involved with the preparation and review and inspection of municipal street improvement projects. He managed a variety of pavement maintenance projects from major street reconstruction to slurry sealing. He performed various traffic engineering functions such as speed surveys, school zone signing, and signing and striping projects, in addition to a wide array of street lighting projects.

The following is a brief listing of specific consulting projects for which Mr. Miller has been responsible:

- ❖ Certification testing of various electronic equipment.
- ❖ Interconnect Analysis, Design and Coordination - Cities of Bakersfield, Cerritos, Chino, Colton, La Habra, Lancaster, Loma Linda, Montclair, Palm Springs, Pomona, Rialto, San Bernardino, Santa Clarita, Temecula, Upland, and Visalia.
- ❖ Multijurisdictional Traffic Signal Synchronization - S.C.A.Q.M.D and Orange County Growth Management Area No. 6.
- ❖ Various Traffic Signal Design, CCTV, Striping & Street Light Design Projects for Cities, Counties, and State.
- ❖ Montclair Plaza Traffic Operations Study - City of Montclair.
- ❖ Roadway Signal Improvements - Cities of Cerritos, Chino, Claremont, Cypress, Ontario, and Upland.
- ❖ Congestion Management Plan - City of Santa Ana.
- ❖ Bridge Design and Load Limit Determination, Statewide, State of Illinois.
- ❖ Annual Statewide Interstate Maintenance Signing Project, State of Illinois.
- ❖ Statewide Hazard Elimination Project for Narrow Bridges, State of Illinois.
- ❖ Identification of High Accident Locations - Cities of Downey, Inglewood and Pomona.
- ❖ Annual Citywide Pavement Maintenance Projects - City of San Dimas.
- ❖ Computerized Traffic Accident Record System - City of Pasadena.
- ❖ Annual Monitoring of Traffic Signal Timing - Cities of Colton, Fullerton, Loma Linda, Montclair, Palm Springs and Rialto.

- ❖ Speed Zone Surveys - Cities of Baldwin Park, Buena Park, Cathedral City, Cerritos, Chino, Cypress, Fountain Valley, Fullerton, Gardena, Hawthorne, Hermosa Beach, Huntington Park, La Habra, Lancaster, Long Beach, Norco, Ontario, Palm Springs, Pomona, San Dimas, San Marino, Santa Ana, Santa Clarita, Santa Fe Springs, Santa Monica, Torrance, and Yucaipa; California State Universities of Fullerton, Long Beach, and Los Angeles; and Antelope Valley Community College.
- ❖ School Safety Studies and Development of Safe Route to School Programs.

PAPERS/PRESENTATIONS

"Strategies to Recapture Lost Arterial Traffic Carrying Capacities." Presented by Mark Miller at the ITE Annual Conference, Rapid City, South Dakota

"Three Year Experience with Flashing Yellow Arrow Display"
Presented at ITE Annual Conference, Anaheim, California

"Effectively Slowing Drivers - Speed Feedback Signs"
Presented at ITE District 6 Annual Meeting, Honolulu, Hawaii

"School Area Traffic Safety"
Presented at City Traffic Engineers Traffic Commissioners Workshop

"Quantifications of Air Quality Benefits Achieved Through Traffic Signal Coordination"
Presented at ITE District 6 Annual Meeting, Salt Lake City, Utah

"A Successful Multijurisdictional Traffic Signal Coordination Project"
Presented at ITE Annual Conference, Dana Point, California

"Minimize Delay Maximize Progression with Protected Permissive Lead/Lag Phasing"
Presented at ITE Inland Empire Section Technical Workshop

"Microwave Traffic Signal Interconnect - A Viable Alternative to Land Lines"
Presented at ITE District 6 Annual Meeting, Portland, Oregon
(Best Paper Award)



**ALBERT L. GROVER, P. E.
PRESIDENT & CEO**

EDUCATION

ME (Civil/Transportation)
Cornell University
Ithaca, NY, 1966

BS Civil Engineering
Cornell University
Ithaca, NY, 1965

PROFESSIONAL ASSOCIATIONS

American Society of Civil Engineers
American Public Works Association
Institute of Transportation Engineers
Illuminating Engineering Society
Transportation Research Board

PROFESSIONAL REGISTRATION

Registered Civil Engineer in California
CE #18913
Registered Traffic Engineer in California
TE #0860

PROFESSIONAL EXPERIENCE

As President of AGA, Mr. Grover actively participates in company management, business development, project work, quality control and financial matters. Prior to forming AGA in 1993, Mr. Grover was a Co-Owner and Executive Vice-President of Mohle, Grover & Associates. He joined that firm in 1980. As a consulting principal engineer, Mr. Grover has served as project manager for PSR work, traffic impact studies, parking studies, bike trail design, street alignments, TCD inventories, accident record systems, street light design and conversion, pavement marking programs, traffic signal improvements, CBD traffic circulation and various signal timing projects as well as transportation modeling and developer fee programs. Mr. Grover began conducting traffic signal design/build projects in the early 1980's, which evolved into complete roadway projects including both civil and traffic aspects.

Mr. Grover has also been responsible for developing and distributing various traffic engineering software including CAPSSI and WEBSTER, and has been a speaker at various ITE meetings on such subjects as Capacity Analysis, CAD, Protected/Permissive Left Turn Phasing, Computerized Traffic

Control Systems and the Highway Capacity Manual. During the 1990s, Mr. Grover served as one of the 30 international members on the HCM committee that developed the HCM2000 (the forerunner to HCM 2010).

Prior to private sector consulting, Mr. Grover was the Director of Traffic and Parking in the City of Beverly Hills. During this time, he managed the Divisions of Traffic Engineering, Parking Facilities, Traffic Signal Maintenance, Parking Operations and Taxi Administration. Mr. Grover also served as the Traffic Engineer for the City of Inglewood for five years. He was responsible for planning, design, operations and maintenance of all traffic and parking functions. In 1974 he implemented a computerized traffic control system operating 105 intersections from City Hall via the first application of UTCS on the West Coast.

Mr. Grover was Assistant Director for two years within the Freeway Operations Branch of Caltrans and assisted in the Los Angeles Area Freeway Surveillance and Control Project. This was an \$8 million project to test and evaluate innovative ITS techniques and devices that are now being applied in Caltrans control centers statewide as well as on local "Smart Corridors." During his previous two years as a Caltrans Project Engineer, Mr. Grover developed and implemented the first California system of 35 changeable message signs on the Santa Monica Freeway, instituted the system of providing traffic

advisories to nine radio stations, designed a Roadside Radio System for providing traffic advisories and was instrumental in the development of CCTV surveillance along the Santa Monica Freeway.

Mr. Grover also spent the first four years of his career with Caltrans performing freeway design, surveying, construction inspection and drainage studies including: the Harbor Freeway Extension to the Vincent Thomas Bridge; the "Grapevine" portion of I-5; the Hollywood Freeway Extension from Victoria Street to I-5; the Foothill Freeway through La Canada; and the Interchange of Route 2 and I-210.

PAPERS/PRESENTATIONS

"Bulb Matrix Changeable Message Signs"

AASHTO Subcommittee on Communication and Electronic Applications for Highways, 1973

"Inglewood's Happy Experience" Presentation on Computerized Traffic Control

32nd Annual California Public Works Conference, April 1980

Traffic Accident Report Programs (TARP) with Computerized Collision Diagram Plotting Demonstration at International ITE Conference, Chicago, 1982

"Signal Displays for Protected/Permissive Left Turn Phasing"

ITE/Southern California Section Report, 1984

"Intersection Capacity Analysis Using 1985 Highway Capacity Manual; a Simplified Approach"

Presented at ITE Annual Meeting, Vancouver, BC, Canada, July 1986

CADD - Computer Aided Design and Drafting Workshop

Presented at ITE Southern California Section, Spring 1986

ITS Instructor for "Managing Traffic Growth," 1988

Level of Service Committee, Riverside/San Bernardino ITE Section

Caltrans District 08 Liaison Committee with SANBAG, RCTC and Private Sector

Served as Chairman for two years (1994 and 1995)

"Protected/Permissive Left Turn Phasing, an Overview"

Portland ITE, District 6 Annual Meeting, 1994

"Multijurisdiction Signal Coordination - a Pleasant Experience"

Denver International ITE Meeting, 1995

SANBAG Subcommittee member

Developed Land Use/Transportation guidelines for the CMP update.

OCTA Countywide Advisor to Traffic Signal Forums.

Year 2000 Highway Capacity Manual

Participated in developing the HCM 2000 from 1990 to 2000.



**CHAD VEINOT, TSOS
PROJECT DEVELOPMENT MANAGER
SENIOR PROJECT COORDINATOR**

EDUCATION

Special Training in Traffic Engineering,
Traffic Calming, Traffic Signal Timing
University of California

Variety of Studies in Civil Engineering
University of Prince Edward Island, PEI,
Canada

PROFESSIONAL ASSOCIATIONS

Institute of Transportation Engineers
City Traffic Engineers Association
Illuminating Engineering Society

PROFESSIONAL CERTIFICATES

Traffic Signal Operations Specialist
TSOS #136

PROFESSIONAL EXPERIENCE

Mr. Veinot joined Albert Grover & Associates (AGA) in August 2004 as a Transportation Engineering Associate. While with AGA, Mr. Veinot has been responsible for an extensive range of projects, including both design related projects (CCTV designs, street lighting evaluations and design, signal designs, striping plans, interconnect plans, speed studies, etc.) and neighborhood traffic problem resolutions (cut through traffic, STOP sign requests, traffic calming issues, etc.).

Mr. Veinot has a wide range of traffic engineering and transportation planning experience, including both field and office activities. Mr. Veinot has reviewed and prepared traffic studies; evaluated traffic signal operations; analyzed neighborhood traffic problems, developed alternative solutions, and presented results to neighborhood groups; prepared and presented staff reports; conducted public meetings; performed construction inspection; and conducted several traffic engineering and transportation planning studies involving large-scale databases, including citywide speed survey projects. Mr. Veinot is

also very familiar with the review/approval process for any State (Caltrans) and/or federally funded improvements relative to pedestrian access issues. Additionally, Mr. Veinot has served as a member, Secretary/Treasurer, and Chair of the City Traffic Engineers (CTE) Association. His involvement with CTE included conducting workshops to educate Traffic Commissioners and Planning Commissioners of cities throughout Southern California on various aspects of Traffic Engineering.

Mr. Veinot had previously worked for the City of Glendora Traffic Division for two and a half years. His experience there included signal/striping/lighting design and PS&E preparation; neighborhood traffic calming studies; speed surveys; intersection capacity analysis; timing plan development and implementation; signal system monitoring; traffic impact analysis; and providing "counter service," which he has done not only in Glendora, but also for cities where AGA is under contract as the on-site Consultant Traffic Engineer.

Following is a listing of some of AGA's projects on which Mr. Veinot has been involved:

- ❖ City of Beverly Hills: Developed street lighting plans for the commercial areas including Wilshire Boulevard, Robertson Boulevard, La Cienega Boulevard, Beverly Drive, and Olympic Boulevard.
- ❖ California State University, Fullerton: Developed parking lot design and lighting design.
- ❖ City of Cerritos: Various projects including new traffic signal plans; traffic signal modification plans; In-Roadway Warning Light designs; parking lot designs; street and parking lot lighting design layouts; pedestrian and school area studies; Citywide Bikeway Map.
- ❖ City of Cypress: Citywide Safe Route to School Maps; crosswalk evaluations; adult crossing guard studies; signal warrant evaluations.
- ❖ City of Torrance: Conducted nighttime street lighting evaluations; developed Citywide plans for retrofit of safety lighting at intersections; developed parking lot lighting plans; prepared signal modification plans for conversion to protected/permissive left turn phasing utilizing Flashing Yellow Arrow (FYA); prepared and submitted Caltrans Permit Applications.
- ❖ City of Huntington Beach: Various projects including both design and checking of traffic signal plans; preparation of In-Roadway Warning Light designs; development of Traffic Signal Priority List.
- ❖ City of Claremont: Developed flashing beacon layouts; signing and striping plans.
- ❖ City of Compton: Developed Citywide street lighting plans and street lighting modification plans.
- ❖ City of Costa Mesa: Developed Citywide Suggested Route to School maps.
- ❖ Fullerton Joint Union High School District: Various school area studies and circulation designs.
- ❖ City of Fullerton: Various projects including new traffic signal plans; traffic signal modification plans; closed circuit video design; corridor signal timing upgrades; Traffic Signal Priority List; signing and striping plans; special event traffic control plans; conceptual roadway improvement plans; Caltrans Encroachment Permit applications; OCTA Grant applications.
- ❖ City of West Hollywood: Developed striping and traffic signal modification plans for Sunset Boulevard.
- ❖ City of Hermosa Beach: Developed traffic control plans for special events including AVP Volleyball and St. Patrick's Day Parade.
- ❖ City of Montclair: Various projects including new traffic signal plans; traffic signal modification plans; school area studies; signing and striping plans; traffic signal and pedestrian warrants.
- ❖ Pomona Unified School District: Prepared school area studies and developed designs to improve circulation.
- ❖ City of San Dimas: Prepared Suggested Route to School grant application and designed updated school area signing and speed feedback signs.
- ❖ City of Huntington Park: Prepared signal warrant analysis and developed traffic signal plans.

- ❖ City of Big Bear Lake: Developed traffic signal plans and prepared Caltrans Permit Applications for Big Bear Boulevard (SR-18) at Paine Road.
- ❖ City of Brea: Developed street lighting plans and median up-lighting designs.
- ❖ City of La Habra: Successful grant applications for SIP and IIP programs through OCTA.
- ❖ City of Corona: Developed Citywide Bicycle Route Improvement Plans.
- ❖ City of Long Beach: Bikeway signing and striping designs; signal modification designs; median beautification projects.
- ❖ Orange County Great Park: Promenade and parking lot lighting designs.
- ❖ City of Seal Beach: Signal warrant analyses; conceptual ingress/egress modifications for Leisure World; traffic control plans for annual special events.
- ❖ University of La Verne: Analysis for street vacation.

PAPERS/PRESENTATIONS

“Effectively Slowing Drivers – Speed Feedback Signs”

Presented at ITE District 6 Annual Meeting, Honolulu, Hawaii, 2006

“Pedestrian Countdown Heads – The Final Countdown”

Presented at ITE District 6 Annual Meeting, Honolulu, Hawaii, 2006

“Moderator and Chair”

City Traffic Engineers Traffic Commissioner’s Workshop, 2006

RUBEN PERALES, E.I.T.
ASSOCIATE TRANSPORTATION ENGINEER

EDUCATION

BS, Civil Engineering
California State Polytechnic University
Pomona, 2005

PROFESSIONAL ASSOCIATIONS

Institute of Transportation Engineers
American Society of Engineers
Orange County Traffic Engineering Council

PROFESSIONAL EXPERIENCE

Mr. Perales joined Albert Grover & Associates (AGA) in September 2005 as a Transportation Engineering Assistant. While with AGA, Mr. Perales has been working on conceptual improvement plans, intersection level of service analyses, signal design and signal modification plans, fiber optic communication plans, signal coordination plans, citywide speed surveys, signing & striping plans and street lighting. He has prepared plans for Caltrans, other government agencies such as the County of Los Angeles, City of Indio, City of Calimesa, City of Fullerton, and for various private developers such as Home Depot, Walmart, etc. He has conducted field topographic surveys required to develop design plans to improve intersection safety and update

signal hardware to current standards. He is very familiar with AutoCAD, Microstation, Crossroads software and various Microsoft applications.

Mr. Perales had previously worked for the City of Upland Traffic Division for one and one half years. His experience there included preparing street improvement/striping/traffic control plans; initiating work orders for removal and installation of traffic signs; striping modifications; retrieval of accident reports and collision diagrams utilizing the Crossroads software program; setting up traffic counters and compiling the count data; calculating traffic volumes; conducting traffic signal warrant analyses; and providing "counter service."

The following is a brief listing of some of the projects on which Mr. Perales has been involved at AGA:

- ❖ City of Huntington Beach: Conducted Level of Service (LOS) analysis for the intersections of Brookhurst Street / Adams Avenue and Bushard Street / Adams Street to identify required geometric improvements at intersection to achieve an acceptable LOS. Prepared geometric conceptual plans, illustrating required improvements and impacts to adjacent properties.
- ❖ City of Indio: Conceptual roadway improvement plans, signing and striping plans, street lighting plans, traffic signal plans, and signal interconnect plans for Jackson Avenue/I-10 Freeway interchange, for Monroe Street/I-10 Freeway interchange, and a new shopping center at Jackson Avenue/Avenue 42. Flashing yellow arrow conversions at Oasis Street/Requa Avenue and Avenue 46/Clinton Street. Traffic signal plans at Jefferson Street/Highway 111 (intersection shared with City of La Quinta) and Highway 111/Shields Road.
- ❖ OCTA Chapman Avenue Traffic Light Synchronization Program (TLSP) Project: Intersection equipment upgrades for City of Garden Grove, City of Orange, Caltrans, and County of Orange for communication purposes. Fiber Optic Communication Plans and Specifications for

- ❖ City of La Habra: Harbor Boulevard Fiberoptic Signal Interconnect Plans including design of CCTV camera installations along with integration in Traffic Management Center. Integration of fiber optic and wireless communications.
- ❖ City of Ontario: Traffic signal plans, signing and striping plans, street lighting plans, and signal interconnect plans for Home Depot on Euclid Avenue (SR-83)/Riverside Drive.
- ❖ City of Palm Springs: Traffic signal plans, signing and striping plans, and signal interconnect plans for Home Depot at Gene Autry Trail and Ramon Rd.
- ❖ City of Placentia: Local Signal Synchronization Plan for Rose Drive corridor. Traffic signal cabinet inventory to identify required equipment upgrades along project corridor. Preparation of Citywide Traffic Signal System Map identifying existing signal interconnect, traffic signal cabinet and controller type.
- ❖ City of Redondo Beach: Signing and striping plans for Esplanade between Paseo de la Playa and Knob Hill Avenue. Included conceptual plans for several alternatives such as reverse angle parking and parallel parking with bike lanes and buffer zones.
- ❖ City of Seal Beach: Traffic signal modification, intersection equipment upgrade, and signal interconnect plans. GPS time source unit installation at three Caltrans intersections via Caltrans Encroachment Permit.
- ❖ City of Victorville: Traffic signal plan at Bear Valley Road/3rd Avenue. Conceptual roadway improvement plans for Bear Valley Road/I-15 Freeway interchange.
- ❖ Town of Yucca Valley: Traffic signal plans, signing and striping plans, signal interconnect plans and street lighting plans for Home Depot and Walmart along Twentynine Palms Hwy (SR-62).
- ❖ Citywide Traffic Engineering and Speed Surveys for the Cities of Palm Springs, Buena Park, Cerritos, Chino, Lancaster, Santa Ana, Long Beach, and Fountain Valley, many of which included Citywide Speed Zone Maps and Citywide Traffic Volume Maps.



CHALAP K. SADAM, P.E., T.E.
VICE PRESIDENT

EDUCATION

Master of Business Administration
University of Southern California
Los Angeles, 2002

Master of Science, Civil Engineering
(Transportation)
Virginia Polytechnic Institute & State University,
Virginia 1990

Bachelor of Engineering, Civil Engineering
Jawaharlal Nehru Technological University
India, 1988

PROFESSIONAL ASSOCIATIONS

American Society of Civil Engineers
Institute of Transportation Engineers
Intelligent Transportation Systems Council
Transportation Planners Council
Southwestern Region Transportation Model
Users' Group
The Urban and Regional Information Systems
Association

PROFESSIONAL REGISTRATION

Registered Civil Engineer in California
CE # 74080
Registered Traffic Engineer in California
TE # 1813

PROFESSIONAL EXPERIENCE

Mr. Sadam joined Albert Grover & Associates in 1993 as a Transportation Engineer, and provides expertise in the preparation of traffic impact studies, development of transportation planning models to evaluate long range impacts, development of signal coordination master plans, preparation of traffic signal coordination timing plans, design and operation of traffic signal systems, design of intersection improvement plans, traffic signal interconnect plans and Intelligent Transportation System (ITS) plans, traffic accident analysis and recommendation of mitigation measures, and the preparation of freeway interchange feasibility studies and Major Investment Studies (MIS). Mr. Sadam has completed numerous traffic impact and transportation planning studies in Southern California.

Mr. Sadam's additional experience includes in the development of traffic circulation studies and corridor studies, signal synchronization feasibility studies, parking feasibility studies, street lighting master plans, speed studies, traffic engineering software development and project management. Computer skills include experience in the usage of transportation planning and traffic engineering software such as Synchro, Tranplan, Transyt-7F, Passer-II, Passer-IV, HCS and WEBSTER. Mr. Sadam is also familiar with relational database management systems and has used Microsoft Access and Oracle databases along with programming languages such as Visual Basic and C/C++. His expertise includes experience and education in

Geographical Information Systems (GIS), and he has extensively used ArcView and ArcCAD GIS software.

Mr. Sadam was instrumental in the development of a microscopic air quality emissions model to quantify the reduction in pollution due to traffic signal coordination. Mr. Sadam was also responsible for the development of AGA's Time-Space Diagram routine using Autolisp in AutoCAD. Additionally, Mr. Sadam developed a computer program based on NCHRP-255 procedures, which predicts future turning movements using link volumes from transportation planning models. Prior to joining AGA, Mr. Sadam was a Transportation Engineer with Mohle, Grover & Associates for four years.

The following is a brief listing of some of Mr. Sadam's projects:

- ❖ OCTA Euclid Street Signal Synchronization Demonstration Project and Chapman Avenue and Orangethorpe Avenue TLSP Projects.
- ❖ Tier-1 and Tier-2 San Bernardino Valley Coordinated Traffic Signal System Design, Implementation and Management of 650 signals in 15 cities.
- ❖ OCTA Bus Rapid Transit and Traffic Signal Synchronization Project on Harbor Boulevard and State College Boulevard.
- ❖ Orange County Traffic Signal Coordination Program.
- ❖ I-405 Freeway (SR-73 to I-605) Major Investment Study and subsequent PSR/PDS and PA/ED in Orange County.
- ❖ Orange County and Southern California Regional ITS Architecture
- ❖ San Bernardino Valley Coordinated Traffic Signal System Plan, San Bernardino Associated Governments.
- ❖ Coachella Valley Signal Synchronization Feasibility Study, Coachella Valley Association of Governments.
- ❖ Fullerton Year 2020 Traffic Projections and Identification of Long Term Roadway Improvement Study.
- ❖ Bolsa Chica Corridor Capacity Augmentation Study.
- ❖ Indian Canyon Drive, One-Way to Two-Way Conversion Traffic Study, Palm Springs.
- ❖ Citywide Transportation Study and Developer Fee Program, Montclair.
- ❖ Yuma Drive/I-15 Freeway Interchange Feasibility Study, Norco.
- ❖ Soledad Canyon Road Traffic Flow Improvement Study, Santa Clarita.
- ❖ Travel Demand Forecasting Models - Cities of Colton and Montclair.
- ❖ Lancaster Citywide traffic signal coordination project, which involved coordinating 85 signals on ten crossing arterials.
- ❖ Traffic signal synchronization of 260 signals on 22 crossing arterials in the Cities of Fountain Valley, Garden Grove, Huntington Beach, Seal Beach and Westminster.
- ❖ Multitude of traffic signal system design and signal coordination projects throughout Southern California.
- ❖ Traffic signal synchronization of 113 signals on eight arterials in the Cities of Chino, Montclair, Ontario, Upland and the County of San Bernardino.
- ❖ Street Lighting Master Plans for Beverly Hills, Baldwin Park, and Orange.
- ❖ Pavement Management Program for Beverly Hills.
- ❖ Accident analysis and improvements, separate studies in the Cities of Baldwin Park, Downey, Inglewood, La Habra, Montclair and Palm Springs.

PAPERS/PRESENTATIONS

“San Bernardino Valley Coordinated Traffic Signal System - Implementation of Tiers 1 and 2”

Presented at ITE Annual Conference, Anaheim, California, August 2008

“Orange County, California’s Traffic Signal Coordination Program”

Presented at ITE District 6 Meeting in Portland, Oregon, 2007

“Measures to Mitigate Impacts Associated with Temporary Closure of a Major Intersection in Orange County”

Presented at ITE District 6 Annual Meeting, Honolulu, Hawaii, 2006

“Developing Coordination Signal Timing Using Software as a Tool”

Presented at ITE Southern California and RSBTEA Seminars, 2002

“Development of Traffic Signal Coordination Timing.” Presented at the Riverside-San Bernardino ITE Section Workshop, 2001

“Quantification of Air Quality Benefits Achieved Through Traffic Signal Coordination”

Presented at ITE District 6 Annual Conference, Salt Lake City, Utah, 1997

“A Successful Multijurisdictional Traffic Signal Coordination Project”

Presented at ITE Annual Conference, Dana Point, California, 1996

“Multijurisdictional Traffic Signal Coordination - A Pleasant Experience”

Presented at the 65th Institute of Transportation Engineers Annual Meeting, 1995, Denver, Colorado

GREG WONG, P.E.
SENIOR TRANSPORTATION ENGINEER

EDUCATION

BS, Civil Engineering
University of California
Irvine, 1996

Certified Geographical Information Systems
Westech College
Irvine 1997

PROFESSIONAL ASSOCIATIONS

Institute of Transportation Engineers

PROFESSIONAL REGISTRATION

Registered Professional Engineer in California
CE # 64349

PROFESSIONAL EXPERIENCE

Mr. Wong rejoined Albert Grover & Associates (AGA) in July 2001, as a Transportation Engineer. He had previously worked for AGA for several years prior to leaving to obtain experience working in the public sector. His duties at AGA include the preparation of ITS design plans, traffic impact studies/analyses, GIS analysis/ design/implementation projects, parking circulation analyses, traffic signal coordination timing plans, and traffic signal designs. Mr. Wong has extensive experience in using a variety of transportation planning and traffic engineering software, such as Synchro, VISSIM, HCS, and WEBSTER. Other software's include GIS (ArcView), AutoCAD and Microstation.

Prior to rejoining AGA, Mr. Wong worked for the City of Los Angeles Department of Transportation as a Transportation Engineering Associate and the Los Angeles County Public Works Department as a Civil Engineering Assistant. As a Transportation Engineering Associate, Mr. Wong worked in the Bureau of Traffic Management. His duties were to divert and control the flow of cut-through traffic from residential areas on to arterials and to monitor the Safe Route to School program. He also prepared the AB 1475 Grant application for the installation of Smart Crosswalks at 50 uncontrolled intersections in the City of Los Angeles. As a Civil Engineering Assistant for the County of Los Angeles, Mr. Wong prepared and reviewed traffic signal coordination timing plans, traffic signal modification plans, striping and marking layouts, maps utilizing GIS (ArcView), and left-turn studies. He was a key participant in numerous projects that involved the state, local cities and private agencies. These included County TSSP projects, street and highway improvement projects, local city projects and County signal upgrades.

The following is a brief listing of some of the projects on which Mr. Wong has been involved:

- ❖ La Habra/Brea Signal Timing Coordination Project: Signal timing and coordination for 74 signals on 8 arterials in the Cities of La Habra and Brea. Currently in the development of timing plans.
- ❖ City of Burbank: Signal timing and coordination of 25 signals (including one Caltrans signal) on two arterials (Magnolia Street and Garden Grove Boulevard). Currently implementing and fine tuning the timing.

- ❖ OCTA Orangethorpe Avenue TLSP Project: Signal timing and coordination for 48 signals in the Cities of La Palma, Buena Park, Fullerton, Anaheim and Placentia, including Caltrans. Currently implementing and fine tuning the timing.
- ❖ San Bernardino Associated Governments Signal Coordination Project: Signal interconnect, timing and coordination of approximately 650 signals throughout 12 Cities. Currently monitoring the timing.
- ❖ City of Fullerton General Plan Update: Assist the City of Fullerton in the traffic analysis of the update to the General Plan. Analysis includes the traffic impacts to 96 intersections and development of long term mitigation needs.
- ❖ Orange County Transportation Authority Bus Rapid Transit Project: Signal timing and coordination of 157 signals on three arterials (Harbor Blvd, Chapman Avenue and State College Boulevard) in the Cities of Brea, Fullerton, Anaheim, Garden Grove, Santa Ana, Fountain Valley and Costa Mesa.
- ❖ Los Angeles County Traffic Signal Synchronization Projects: Analysis and recommendations on upgrading signals along Artesia Boulevard, Studebaker Road, Wilmington Avenue, and Vincent/Glendora/Hacienda Boulevard.
- ❖ City of West Hollywood, Sunset Boulevard Signal Timing Project (12 intersections): Convert BI-Tran 233 program timing to BI-Tran 2033 program timing. Modify/fine tune existing timing plans and/or create additional timing plans where needed.
- ❖ Costa Mesa/Santa Ana Signal Timing Coordination Project: Signal timing and coordination for 41 signals on 5 arterials in the Cities of Costa Mesa and Santa Ana.
- ❖ OCTA Chapman Avenue TLSP Project: Signal timing and coordination for 52 signals in the Cities of Orange and Garden Grove, including Caltrans.
- ❖ OCTA I-405 Widening Project (I-605 to SR-73): Freeway, ramp and arterial intersections evaluations/analyses.
- ❖ Fullerton Transportation Center Project: Assist the City of Fullerton in the traffic impact analysis of the Fullerton Transportation Center. Run the City's model and analyze the impacts of the project and develop mitigations.
- ❖ City of Burbank: Signal timing and coordination of 37 signals on two arterials (Hollywood Way and Buena Vista Street).
- ❖ City of Huntington Beach: Signal timing and coordination of 51 signals on five arterials.
- ❖ City of Fountain Valley: Signal timing and coordination of 55 signals on nine arterials.
- ❖ Orange County Transportation Authority Euclid Street Signal Synchronization Project: Signal timing and coordination of 62 signals on Euclid Street in the Cities of Fullerton, Anaheim, Garden Grove, Santa Ana and Fountain Valley.
- ❖ City of Pasadena: VISSIM Modeling and signal timing for the Pasadena Light Rail (Gold Line).

- ❖ Multijurisdictional Traffic Signal Coordination Timing Project: Coordination of 50 signals on one arterial for the Cities of Pico Rivera, Downey, South Gate, and Paramount.
- ❖ Los Angeles County: Multijurisdictional signal timing and coordination of signals on Atlantic Boulevard, Garfield Avenue, and Sepulveda Boulevard.
- ❖ City of Fullerton: Citywide Traffic Impact Analysis and Long Term Mitigation Needs.
- ❖ City of Lancaster Signal Timing Project: Signal timing and coordination of 85 signals on 10 arterials.
- ❖ Multijurisdictional Traffic Signal Coordination Timing Project: Coordination of 56 signals on two arterials for the Cities of Fullerton, Placentia, and Yorba Linda.
- ❖ City of La Habra traffic impact studies at various locations.
- ❖ Coachella Valley Association of Governments: Signal Interconnect Master Plan Cost Analysis.
- ❖ Assisted in preparing signal modification plans for projects in the Cities of Yucaipa, Cerritos, and La Habra.
- ❖ City of Beverly Hills Street Lighting System Master Plan: Data gathering and analysis.
- ❖ DataBase & Software Development - Accident Surveillance, Traffic Sign Inventory, Collision Diagrams & Training of staff for the Cities of: Brea, Murrieta, Taft, San Fernando, Newport Beach, and the County of Monterey. Traffic Study Reports and Traffic Impact Reports for various agencies in California.
- ❖ Analysis for Build-Out & Projected Year 2020 and Regional Traffic Plan RTP 2030 as part of the General Circulation Plan for the City of Murrieta.
- ❖ Design of the "Parabolic Vertical Curve program", "Time Space Diagram", "Collision Diagram", and many other computer programs and routines.



LEO GRIMES
SENIOR SIGNAL SYSTEMS SPECIALIST

EDUCATION

Signal Technician Level 3 Certified

Signal Technician Level 2 Certified
Management/Training Seminars

High School, Gentry, Arkansas

PROFESSIONAL EXPERIENCE

Mr. Leo Grimes joined Albert Grover & Associates in 2000, after having spent ten years working with Signal Maintenance, Inc. (SMI), most recently as a Lead Man. Mr. Grimes routinely monitors signal operations and coordination along the streets of various cities that have contracted with AGA to provide such on-going signal monitoring services, looking for both hardware related and timing related problems. He also quickly responds to requests from various cities on an as-needed basis. His unique expertise in both signal timing software and signal hardware enables AGA to

quickly identify the actual cause of the problem and take definitive action to provide the appropriate solution.

Mr. Grimes' duties for SMI involved supervision and training of employees as Signal Technicians, including all phases of troubleshooting, maintenance, repairs, and record keeping for thousands of traffic signal installations throughout Southern California. He was also responsible for coordination between SMP's office personnel and the appropriate City maintenance and engineering forces. Mr. Grime's duties also included scheduling, product evaluations and job performance reviews. As Lead Man for supervision and training, Mr. Grimes was also responsible for operation, maintenance and troubleshooting of problem signals at various locations throughout the Los Angeles area.

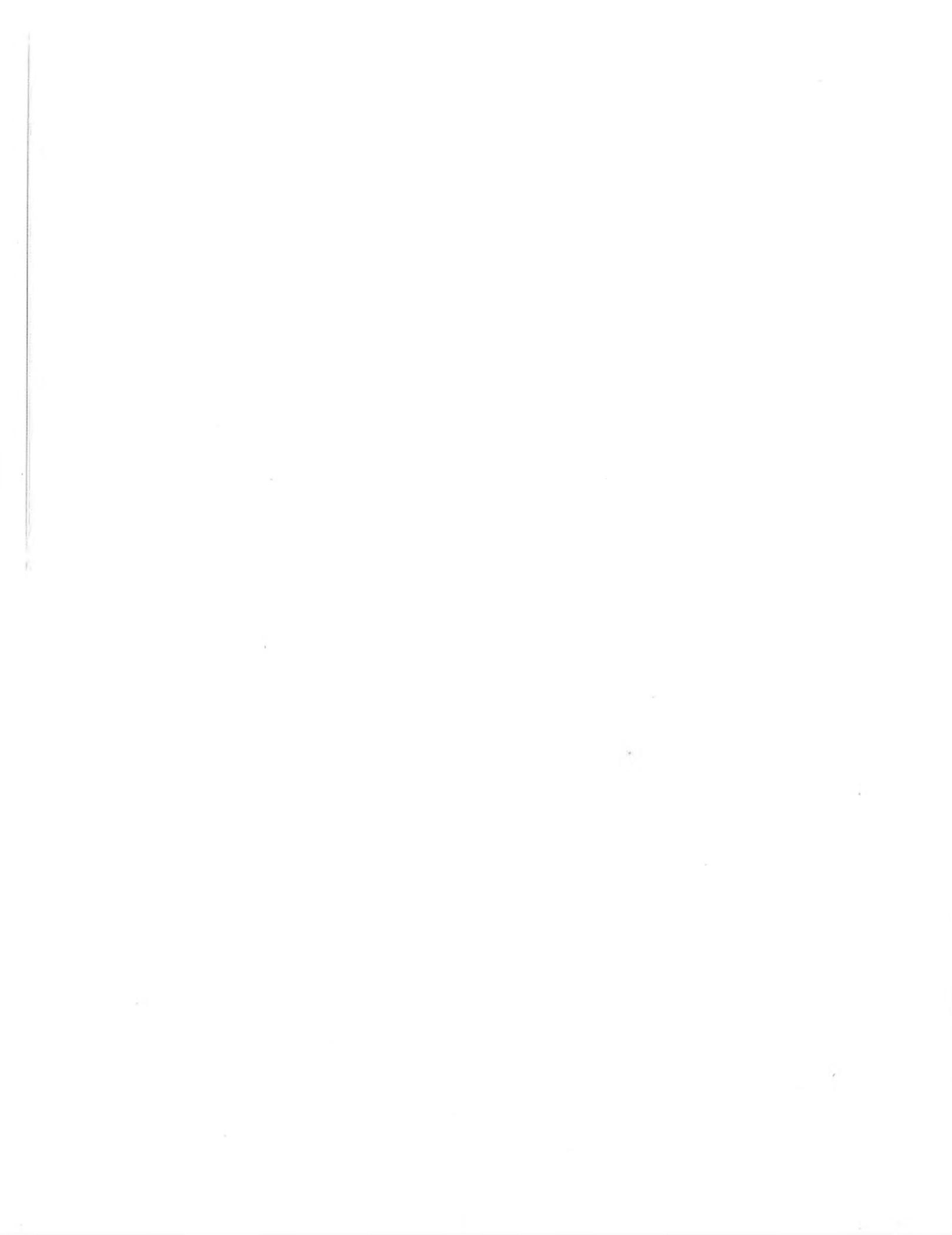
Since joining AGA, Mr. Grimes has been responsible for conducting field reviews of hundreds of signalized intersections, including physically opening controller cabinets and pull boxes to assess the condition and usability of existing equipment. Mr. Grimes has implemented both local and coordination timing plans in hundreds of signal controllers, including nearly every brand of controller in use in Southern California. Mr. Grimes has been responsible for supervision of fine-tuning the timing plans at hundreds of locations, and for daily monitoring of signal systems in the Cities of La Habra, Fullerton, Loma Linda, Fountain Valley, and Seal Beach. He has also been responsible for purchasing and installing hardware and software in local agencies' Traffic Management Centers, including a wide range of central control systems: QuicNet, CTNET, ACTRA, ARIES, CENTRACS, TACTICS, and others. He has provided Construction Management and Construction Inspections services for all aspects of traffic signal communication components and system integration for a wide variety of cities throughout Southern California. He has resolved signal system communication problems, addressing both internal communication issues and multijurisdictional issues. Mr. Grimes' familiarity with signal maintenance contractor's procedures and personnel greatly assists AGA in the implementation, fine-tuning, operation and monitoring of various signal systems.

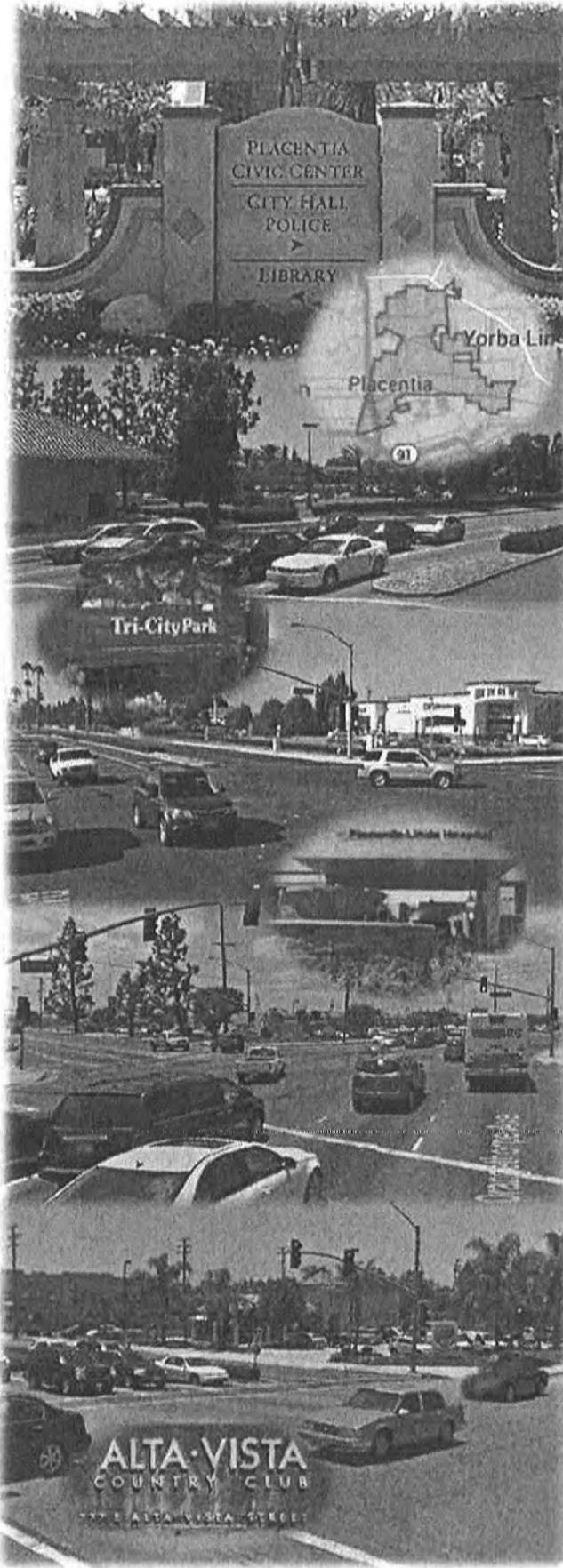
Mr. Grimes provides technical expertise in the design of new, and upgrading existing, Traffic Management Centers. He is especially well versed in the utilization of various communication techniques such as fiberoptics, radios, Ethernet over copper, etc., including previous generation equipment utilizing Ethernet, serial, and FSK communication. His experience includes assistance in designing and installing video walls and video display systems for various cities, along with utilizing video detection cameras to provide live video feeds to city Traffic Management Centers. Mr. Grimes has also been involved in the development and design of IP schemes for cities' traffic signal related equipment, including assisting in the configuration of Layer 3 switches.

Mr. Grimes also provides AGA with expertise in the research of new products such as communication hardware and software, signal control equipment, computers, servers, etc. to ensure that proposed system designs are not only state-of-the-art but also capable of compatible integration with existing IT Department software and hardware at various local agencies. His long-term relationships with a wide assortment of equipment manufacturers ensures that clients obtain the best equipment at the best price.

Additional specific areas of expertise include the following:

- ❖ Upgrading legacy Central Traffic Systems, focusing on migrating/converting from serial communications to IP communications.
- ❖ Converting and upgrading controller firmware to enable Ethernet communications.
- ❖ Designing communication master plans which incorporate Layer 3 Ethernet components,
- ❖ Physically installing GPS time source units in cabinets for Caltrans, including flashing Caltrans firmware as needed, as well as modifying Caltrans software/hardware configuration as needed to ensure stable operation of the GPS time source system.
- ❖ Troubleshooting every type of communication issue, including hardwire, fiberoptic, and wireless equipment.
- ❖ Training city staff on how to properly maintain and use their newly installed traffic system/TMC equipment and software.
- ❖ Training the city traffic signal maintenance staff on how to properly maintain the coordination system as well as the wireless/hardwire interconnect equipment.
- ❖ Installing, integrating and maintaining Central Office Traffic Systems with a focus on communications.
- ❖ Assisting with new intersection "turn-ons" and special configurations (sequences/logic).
- ❖ Developing communication maps.





REVISED FEE PROPOSAL

to provide

TRAFFIC ENGINEERING SERVICES

submitted to



PUBLIC WORKS DEPARTMENT

DECEMBER 5, 2014

submitted by

**ALBERT
GROVER &
ASSOCIATES
GA**



December 5, 2014

Mr. Michael McConaha
Public Works Manager
401 East Chapman Avenue
Placentia, California 92870

Re: Revised Fee Proposal

Dear Mr. McConaha:

Enclosed is AGA's Revised Fee Proposal to conduct tasks outlined in the City's RFP, and further detailed in the team's Technical Proposal, which was submitted under separate cover on November 20, 2014. Also included is AGA's current Schedule of Hourly Rates.

This revised proposal is based on discussions with the City of Placentia and is valid for a period of 90 days from the date indicated above. Should you have any questions regarding this Fee Proposal, please contact me or Mr. Chad Veinot. I am authorized to negotiate and sign contracts for AGA.

We look forward to working with the City of Placentia and serving as the City's Traffic Engineer.

Respectfully submitted,

ALBERT GROVER & ASSOCIATES

For:

Mark Miller, P.E.
Executive Vice President

Proposals\Placentia\On Call 2014\Fee Proposal\Revised Fee Letter.docx

TRANSPORTATION CONSULTING ENGINEERS

211 E. Imperial Hwy., Suite 208, Fullerton, CA 92835
(714) 992-2990 FAX (714) 992-2883 E-Mail: aga@albertgrover.com

FEE PROPOSAL

The City of Placentia desires a Traffic Engineer that is present at City Hall for 50 weeks per year, two days per week, nine hours per day, with a maximum budget of \$90,000. Albert Grover & Associates (AGA) proposes a special, reduced rate of \$128.57 per hour for the regular weekly services of the City Traffic Engineer while at City Hall. However, for AGA to accommodate the City's budget, we propose that the Traffic Engineer be present 50 weeks per year, for an average of 14 hours per week.

Total not-to-exceed contract amount:

50 Weeks at 14 Hours per Week X \$128.57 per hour = \$89,999

The days and division of hours per day will be agreed upon between the City and AGA prior to finalization of the Professional Services Agreement.

All other services requested by the City, including additional studies, projects, and General Plan work, will be completed on a time and materials (T&M) basis per the attached Schedule of Hourly Rates effective July 1, 2014, or a predetermined lump sum price on a project-by-project basis.

AGA's reduced rate of \$128.57 per hour for the City Traffic Engineer, and the Schedule of Hourly Rates (attached), will remain effective until June 2016.

SCHEDULE OF HOURLY RATES
EFFECTIVE JULY 1, 2014

Principal/President	\$ 275	
Vice President	\$ 250	
Director of Project Development	\$ 250	
Senior Transportation Engineer	\$ 200	
Senior Design Engineer/Project Development Manager	\$ 185	
Advanced System Integrator	\$ 180	
Senior Associate	\$ 170	
Transportation Engineer/Senior Project Coordinator	\$ 165	
Design Engineer/Senior Signal Systems Specialist/Construction Inspector/System Integrator	\$ 150	
Associate Transportation Engineer/Civil Engineering Associate	\$ 140	
Transportation Engineering Associate	\$ 135	
Signal Systems Specialist	\$ 135	
Signal Systems Technician	\$ 125	
Senior CADD Operator	\$ 125	
Project Coordinator/Associate Engineer	\$ 110	
CADD Operator	\$ 110	
Assistant Transportation Engineer/Assistant Engineer	\$ 90	
Traffic Enumerator, Engineering Aide	\$ 75	
Engineering Aide II	\$ 50	
Council/Commission Meetings, Hearings, etc. (Billing Rate + \$50 Surcharge)	\$ 1,000	Minimum
Expert Witness (Billing Rate + \$50 Surcharge)	\$ 1,000	Minimum
Expert Witness - Deposition/Court (Billing Rate + \$100 Surcharge)	\$ 1,000	Minimum
Subconsultants will be billed at cost plus 20%		

INVOICES WILL BE SUBMITTED MONTHLY AND SHALL BE DUE AND PAYABLE WITHIN 30 DAYS. FINANCE CHARGES MAY BE ACCRUED DAILY ON UNPAID BALANCES BASED ON A 10% ANNUAL PERCENTAGE RATE.

**CITY OF PLACENTIA
CONSULTING SERVICES AGREEMENT**

This Agreement is made and entered into this 16th day of December, 2014, by and between the City of Placentia, a Municipal Corporation and Charter City (hereinafter "CITY") and Albert Grover & Associates, a California Corporation, (hereinafter "CONSULTANT").

A. Recitals.

- (i) CITY requires professional traffic engineering services. ("Work" hereinafter).
- (ii) CONSULTANT has now submitted a proposal for the performance of such services, pursuant to the terms and provisions hereof.
- (iii) CITY desires to retain CONSULTANT to perform professional services necessary to render advice and assistance to CITY with regard to the Work.
- (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) Scope of Services: The provision of Engineering Services, Scope of Services attached to this Agreement as Exhibit "A" and incorporated herein by reference (the "services"), which includes the agreed upon schedule of performance and the schedule of fees. Consultant warrants that all services and work shall be performed in a competent, professional, and satisfactory manner in accordance with all standards prevalent in the industry. In the event of any inconsistency between the terms contained in the Scope of Services and the terms set forth in this Agreement, the terms set forth in this Agreement shall govern.

2. Time of Completion: (a) The time for completion of the services is an essential condition of this Agreement. CONSULTANT shall prosecute regularly and diligently the Work in accordance with the agreed-upon schedule of performance set forth in Exhibit "A." CONSULTANT shall not be accountable for delays in the progress of its work caused by any condition beyond CONSULTANT's control and without the fault or negligence of CONSULTANT. Delays shall not entitle CONSULTANT to any additional compensation regardless of the party responsible for the delay. The contract term for this Agreement is for one (1) year, with an option for two (2) additional one (1) year periods based upon an annual budget

allocation for CONSULTANT's services as well as CONSULTANT's performance ("Option Period"). The Option Period shall be contingent upon review and approval by the City Administrator.

(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 Exhibit "A" to CITY within the time specified herein. Copies of the Documents shall be in such numbers as are required by Exhibit "A."

(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) CITY shall pay CONSULTANT a maximum sum of **\$90,000, 14 hours per hours week**, for the performance of the services. 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. Standard State prevailing wages apply to this contract.

(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 Exhibit "A" 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 Exhibit "A."

(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, and the Work is completed, acceptable in form and content to CITY. Final payment shall be made not later than 45 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 "A" shall be paid on a reimbursement basis in accordance with the fee schedule set forth in said Exhibit "A." Any such 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 Work.
- (c) Such information as is generally available from CITY files applicable to the Work.
- (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 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: Albert Grover & Associates
211 E. Imperial Hwy., Suite 208
Fullerton, CA 92835
Attn: Mark Miller, PE

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 "B," attached hereto and by this reference herein incorporated.

(b) Minimum insurance limits shall be as specified in Exhibit "A."

(c) In addition to the requirements of Exhibit "B," and prior to commencing work on the Work, 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 § 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."

(e) 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 maximum extent possible, 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 for any negligence, recklessness or willful misconduct ("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, such failure shall be deemed 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 attorney's 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: CONSULTANT shall not assign any interest in this contract without the prior written approval of CITY. Should CONSULTANT assign any interest in this contract without the prior written approval of the CITY, CITY shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, CONSULTANT's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between CITY and CONSULTANT.

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 Work 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 Work 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 work 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 work 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 Work, 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 One Hundred dollars (\$ 100) 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:

CONSULTANT

Mark Miller, P.E.
Executive Vice President

CITY

Troy L. Butzlaff, ICMA-CM
City Administrator

ATTEST:

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: ACTING CHIEF OF POLICE
DATE: DECEMBER 16, 2014
SUBJECT: APPROVAL OF LEASE AGREEMENT FOR POLICE IMPOUND/EVIDENCE STORAGE FACILITY

FISCAL

IMPACT: EXPENSE: \$132,432 first year, subject to 1% annual escalator thereafter
REVENUES: \$428,000 in storage and release fees from vehicle impounds in FY 2014-15 (estimated).

SUMMARY:

The City's Police Department currently operates a vehicle impound yard and evidence storage facility on a 1.74 acre site located at 166 E. La Jolla Avenue. The City has leased this property since 2009. The current lease is set to expire on December 31, 2014. This action approves a new lease agreement for the property at 166 E. La Jolla for an initial term of thirty-six (36) months at a lease rate of \$132,432 in the first year, subject to a 1% annual escalator each year thereafter.

RECOMMENDATION:

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

1. Approve a Lease Agreement, in a form acceptable to the City Attorney, with Karagines Family Trust and the Dennis and Deborah Sigalos Family Trust for the property located at 166 E. La Jolla Street for a thirty-six (36) month term at a first year lease amount of \$132,432 with 1% annual escalations in the lease amount each year thereafter through the end of the lease and any optional extensions thereto; and
2. Authorize the City Administrator to execute all documents necessary to effectuate the lease agreement.

DISCUSSION:

The City is currently leasing property at 166 E. La Jolla Street to store vehicles impounded by the City's Police Department pursuant to California Vehicle Code § 14602.6 and to house police evidence for both the City and soon for other police departments. The property consists of a 43,000 square foot concrete fenced yard area that is used for vehicle storage and a 19,500 square foot free standing commercial industrial building that is used to store police evidence. There is a separate 1,840 square foot, yard and a free standing storage building at the rear of the property that is used for enclosed vehicle storage. The City has been leasing this property since 2009. The current lease is set to expire on December 31, 2014.

The City continues to need a site to store police impounds and police evidence. The proposed lease agreement is for a thirty-six (36) month term with the option to extend for two, twelve (12) month terms.

FISCAL IMPACT:

The lease rate is \$132,432 in a first year lease rate paid in quarterly payments. The lease rate is subject to a 1% annual escalator after the first year. There is an estimated offsetting revenue in the amount of \$428,000 in storage and release fees from vehicle impounds for FY 2014-15.

Prepared by:



Ward Smith
Acting Chief of Police

Reviewed and approved:



Damien R. Arrula
Assistant City Administrator

Reviewed and approved:



Troy L. Butzlaff, ICMA-CM
City Administrator

Attachment:

1. Lease Agreement

LEASE AGREEMENT

This Lease ("Lease") made and entered into as of December 16, 2014 ("Effective Date"), by and between the Karagines Family Trust and the Dennis and Deborah Sigalos Family Trust (collectively the "LESSOR") and the City of Placentia, a Charter City and municipal corporation ("CITY") (collectively the "Parties" sometimes hereinafter) regarding that certain parcel of real property, with improvements thereon, as depicted in Exhibit "A" hereto and commonly referred to as 166 East La Jolla Avenue, Placentia, California ("Property").

A. Recitals.

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

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

B. Lease.

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

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

January 1, 2015 – December 31, 2015	\$11,036 per month
January 1, 2016 – December 31, 2016	\$11,147 per month
January 1, 2017 – December 31, 2017	\$11,258 per month

The rent shall be due and payable quarterly, in advance, commencing January 1, 2015, and due and payable on or before the first day of each and every quarter thereafter. Said rent shall be paid to Lessor in equal amounts to the Lessors' address of record.

2. Term. The term of this Lease shall commence on January 1, 2015 ("Commencement Date"). Unless earlier terminated as provided herein, this Lease shall expire and be of no further force and effect at midnight December 31, 2017 (the "Initial Term"). Notwithstanding the foregoing, the Parties hereto may mutually agree in writing to extend the term hereof; provided, however, that no such extension shall exceed a period of two (2) one (1) year periods. This Lease may be terminated without further liability on thirty (30) days prior written notice as follows: (a) by either party upon a default of any covenant, condition, or term hereof by the other party, which default is not cured within thirty (30) days of receipt of written notice of default; (b) by CITY in its sole discretion upon written notice to LESSOR, this Lease, and upon CITY's written notice and payment to LESSOR of an early termination payment as liquidated damages by CITY to LESSOR equal to four (4) months rental at the Rent rate then in effect. The early termination payment in this Section shall not in any way be considered as Rent or Rent offset. Other than as stated herein, LESSOR and CITY shall not have the right to terminate,

revoke or cancel this Lease Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. LESSOR has not made (and specifically negates and disclaims) any representations or warranties, promises, covenants, Leases or guarantees of any kind, character or nature whatsoever, whether express, implied or otherwise, oral, written, of, as to, concerning or relating to any Property Conditions. Before Exercise, CITY will have examined, reviewed and inspected all Property Conditions and other matters which, in CITY's judgment, bear upon the Property and its value and suitability for CITY's purposes. Upon Closing, CITY will acquire the Property solely on the basis of its own physical and financial examinations, review and inspections and the title insurance protection afforded by the owner's title policy. Upon Closing, CITY shall assume the risk that Property Conditions, may not have been revealed by CITY's investigations. **Upon the Closing: (a) CITY represents, warrants, acknowledges and agrees that upon the Closing, CITY will be purchasing the Property on an "AS IS, WHERE IS, WITH ALL FAULTS" basis, without representation or warranty of any kind, character or nature, express, implied or otherwise; and (b) CITY releases LESSOR and all of LESSOR's members, agents and affiliates from, and waives any and all liability, claims, demands, damages and costs (Including attorneys' fees and expenses) of any and every kind or character, known or unknown, for, arising out of, or attributable to, any and all Property Conditions, including: claims, liabilities and contribution, reimbursement and indemnity rights relating to the presence, discovery or removal of any Hazardous Materials**

in, at, about or under any Property, or for, connected with or arising out of any and all claims or causes of action based thereon Including any claims made under CERCLA or other similar environmental laws, whether state or Federal, providing for contribution. Except for Reserved Matters, the parties intend that the foregoing release shall be effective with respect to all matters, past and present, known and unknown, suspected and unsuspected. CITY realizes and acknowledges that factual matters now unknown to it may have given or may hereafter give rise to losses, damages, liabilities, costs and expenses which are presently unknown, unanticipated and unsuspected, and CITY further agrees that the waivers and releases herein have been negotiated and agreed upon in light of that realization and that CITY nevertheless hereby intends to release, discharge and acquit LESSOR from any such unknown losses, damages, liabilities, costs and expenses. In furtherance of this intention, the CITY hereby expressly waives any and all rights and benefits conferred upon it by the provisions of California Civil Code § 1542, which provides as follows:

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

The CITY acknowledges that the foregoing acknowledgments, releases and waivers including the waiver of the provisions of California Civil Code § 1542 were expressly bargained for.

City Initials _____

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

9. Brokerage Commissions. LESSOR and CITY each represent and warrant that no real estate commission, broker’s fee or finder’s fee is payable in connection with the transaction contemplated by this Lease. LESSOR indemnifies CITY from and against any and

all liabilities, claims, demands, damages, or costs of any kind arising from or connected with any broker's or finder's fee or commission or charge ("Broker Claims") claimed to be due by any person arising from or by reason of the conduct of LESSOR with respect to this transaction.

CITY Indemnifies LESSOR from and against any and all Broker Claims claimed to be due by any person arising from or by reason of the conduct of CITY with respect to this transaction. The provisions of this Section shall survive the Closing hereunder.

10. Defaults.

10.1 CITY Default. The Option Fee is earned as of the Effective Date and is absolutely non-refundable. IF AFTER EXERCISE, ESCROW FAILS TO CLOSE DUE TO CITY'S DEFAULT UNDER THIS LEASE, LESSOR WILL BE DAMAGED AND WILL BE ENTITLED TO COMPENSATION FOR THOSE DAMAGES. SUCH DAMAGES WILL, HOWEVER, BE EXTREMELY DIFFICULT AND IMPRACTICAL TO ASCERTAIN FOR THE FOLLOWING REASONS: (1) THE DAMAGES LESSOR WOULD BE ENTITLED TO IN A COURT OF LAW WILL BE BASED IN PART ON THE DIFFERENCE BETWEEN THE ACTUAL VALUE OF THE PROPERTY AT THE TIME SET FOR THE CLOSING AND A PURCHASE PRICE FOR THE PROPERTY AS SET FORTH IN THIS LEASE; (2) PROOF OF THE AMOUNT OF SUCH DAMAGES WILL BE BASED ON OPINIONS OF VALUE OF THE PROPERTY, WHICH CAN VARY IN SIGNIFICANT AMOUNTS; AND (3) IT IS IMPOSSIBLE TO PREDICT AS OF THE DATE ON WHICH THIS LEASE IS MADE THE EXTENT TO WHICH THE VALUE OF THE PROPERTY WILL INCREASE AS OF THE DATE SET FOR THE CLOSING. CITY DESIRES TO LIMIT THE AMOUNT OF DAMAGES FOR WHICH CITY MIGHT BE LIABLE SHOULD CITY BREACH THIS LEASE AS AFORESAID. CITY AND LESSOR WISH TO AVOID THE COST AND LENGTHY DELAYS WHICH WOULD RESULT IF LESSOR FILED A LAWSUIT TO COLLECT ITS DAMAGES FOR A BREACH OF THIS LEASE. THEREFORE, IF ESCROW FAILS TO CLOSE DUE TO A CITY DEFAULT AS DESCRIBED ABOVE, \$100,000.00 SHALL BE DEEMED TO CONSTITUTE A REASONABLE ESTIMATE OF LESSOR'S DAMAGES UNDER THE PROVISIONS OF § 1671 OF THE CALIFORNIA CIVIL CODE, AND LESSOR'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF THE FAILURE TO CLOSE ESCROW RESULTING FROM A CITY'S DEFAULT SHALL BE LIMITED TO SUCH AMOUNTS AND LESSOR SHALL HAVE NO RIGHT TO AN ACTION FOR SPECIFIC PERFORMANCE OF ANY PROVISIONS OF THIS LEASE. IN CONSIDERATION OF THE PAYMENT OF SUCH LIQUIDATED DAMAGES, LESSOR WILL BE DEEMED TO HAVE WAIVED ALL OTHER CLAIMS FOR DAMAGES OR RELIEF AT LAW OR IN EQUITY INCLUDING ANY RIGHTS LESSOR MAY HAVE PURSUANT TO §§ 1680 OR 3389 OF THE CALIFORNIA CIVIL CODE. BY INITIALING THIS PROVISION IN THE SPACES BELOW, LESSOR AND CITY EACH SPECIFICALLY AFFIRM THEIR RESPECTIVE LEASES CONTAINED HEREIN AND AGREE THAT SUCH SUM IS A REASONABLE SUM CONSIDERING THE CIRCUMSTANCES AS THEY EXIST ON THE DATE OF THIS LEASE. NOTWITHSTANDING THE

With a copy to:

Andrew V. Arczynski
City Attorney
City of Placentia
1400 N. Brea Blvd.
Fullerton, CA 92835

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

[Signature Block on Next Page]

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

LESSOR

_____⁺_____
Karagines Family Trust

Dennis and Deborah Sigalos
Family Trust

CITY

Troy L. Butzlaff, ICMA-CM
City Administrator
City of Placentia

ATTEST: _____
City Clerk

Approved as to form:

Andrew V. Arczynski,
City Attorney



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: CITY ADMINISTRATOR
FROM: CHIEF FINANCIAL OFFICER
DATE: DECEMBER 16, 2014
SUBJECT: **JUNE 2014 THROUGH OCTOBER 2014 TREASURER'S REPORTS**

FISCAL
IMPACT: EXPENSE: NONE

SUMMARY:

The Finance Department has prepared monthly Treasurer's Reports, to be approved by the City Treasurer, which presents the City's investment portfolio for the months of June 2014 through October 2014. The reports include 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 June 2014 through October 2014 Treasurer's Reports.

DISCUSSION:

Government Code § 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 present the City's investment portfolio for the months of June 2014 through October 2014. The City Treasurer has reviewed and signed the attached reports.

Submitted by:

Linda Magnuson
Chief Financial Officer

Reviewed and approved:

Damien R. Arrula
Assistant City Administrator

Reviewed and approved:

Troy L. Butzlaff, ICMA-CM
City Administrator

Attachment:

1. June 2014 through October 2014 Treasurer's Reports

1.j.
December 16, 2014

City of Placentia

CITY TREASURER'S REPORT

JUNE 2014

Fiscal Year 2013-14



**CITY OF PLACENTIA TREASURER'S REPORT
SUMMARY OF CASH & INVESTMENTS
AS OF JUNE 30, 2014**

CASH & INVESTMENTS HELD BY CITY				
	Percent of Portfolio	Current Yield	Cost	Market Value
<u>Invested</u>				
Local Agency Investment Fund	85.30%	0.23%	\$ 11,575,666.98	\$ 11,575,666.98
<u>Non-Invested</u>				
Checking Accounts	14.70%		\$ 1,994,748.26	\$ 1,994,748.26
Total Cash & Investments Held by City	100.00%		\$ 13,570,415.24	\$ 13,570,415.24

CASH & INVESTMENTS HELD BY FISCAL AGENT				
	Percent of Portfolio	Current Yield	Cost	Market Value
Money Market Mutual Funds & Treasury Obligations	100.00%	Varies	\$ 3,923,962.00	\$ 3,923,962.00
Total Cash & Investments Held by FA	100.00%		\$ 3,923,962.00	\$ 3,923,962.00

TOTAL CASH AND INVESTMENTS	
Cash & Investments Held by City and Fiscal Agent - Market Value	\$ 17,494,377.24

CITY OF PLACENTIA TREASURER'S REPORT
CASH AND INVESTMENT DETAIL - CITY
AS OF JUNE 30, 2014

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	\$ 1,726,247.07	\$ 1,726,247.07
Wells Fargo - HCD Rehabilitation	Account No. 7001183	N/A	N/A	Varies	On Demand	\$ 154,597.26	\$ 154,597.26
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	\$ 89,592.31	\$ 89,592.31
Bank of America - Healthcare	Account No. 143138-0513	N/A	N/A	Varies	On Demand	\$ 24,163.77	\$ 24,163.77
Total Cash						\$ 1,994,748.26	\$ 1,994,748.26
INVESTMENTS:							
Local Agency Investment Fund	City Account No. 98-30-678	N/A	0.23%	Varies	On Demand	\$ 11,575,666.98	\$ 11,575,666.98
TOTAL CASH & INVESTMENTS HELD BY CITY						\$ 13,570,415.24	\$ 13,570,415.24

CITY OF PLACENTIA TREASURER'S REPORT

INVESTMENT DETAIL - HELD BY TRUSTEE

AS OF JUNE 30, 2014

HELD BY TRUSTEE						
Agency	Investment Description	Current Yield	Purchase Date	Maturity Date	Purchase Price	Market Value
2011 Gas Tax Certificates of Participation						
Wells Fargo	Wells Fargo Money Market	0.03%	N/A	N/A	\$ 484,630.98	\$ 484,630.98
2003 Certificate of Participation						
US Bank	US Bank Money Market	0.03%	N/A	N/A	\$ 640,558.78	\$ 640,558.78
2013 Tax Allocation Refunding Bond						
US Bank	First American Treasury Fund	0.01%	N/A	N/A	\$ 455,006.13	\$ 455,006.13
2009 Special Tax Revenue Refunding Bond						
US Bank	First American Treasury Fund	0.01%	N/A	N/A	\$ 971,781.23	\$ 971,781.23
1996 Special Tax Refunding Bonds						
US Bank	Invesco Pers Treasury	0.03%	N/A	N/A	\$ 33.63	\$ 33.63
2001 Special Tax Revenue Series A						
US Bank	First American Treasury Fund	0.03%	N/A	N/A	\$ 361,427.80	\$ 361,427.80
US Bank	Bayerische Landesbank Investment Agreement*	5.21%	N/A	N/A	\$ 571,500.00	\$ 571,500.00
2009 Lease Revenue Bond						
US Bank	US Bank Money Market	0.03%	N/A	N/A	\$ 439,023.45	\$ 439,023.45
TOTAL INVESTMENTS HELD BY TRUSTEE					\$ 3,923,962.00	\$ 3,923,962.00

**This is a fixed-interest investment agreement entered into in 2001 that holds the reserve requirement for the 2001 Special Tax Revenue Series A bond.*

CITY OF PLACENTIA TREASURER'S REPORT



CASH BALANCES AS OF JUNE 30, 2014

CITY		
101	General Fund	21,849.49
114	Cash Basis Fund	-
115	Economic Uncertainty	500,000.00
201	Utility User Tax	-
205	State Gas Tax	509,042.91
206	Gas Tax Bond Fund	503.43
207	Housing Authority	-
210	Measure M	311,213.54
215	Air Quality Management	213,017.12
225	Asset Seizure	353,903.93
226	Traffic Offender Fund	39,832.46
230	Supplemental Law Enforcement	106.40
235	Park Development	89,541.00
245	Storm Drain Construction	42,879.06
250	Thoroughfare Construction	37,917.91
255	Underground Utilities	-
260	Street Lighting District	-
265	Landscape Maintenance	346,480.94
270	Housing and Community Development	-
275	Sewer Maintenance	1,987,251.20
280	Miscellaneous Grants	243,817.24
401	City Capital Projects	-
501	Refuse Administration	84,331.57
505	CNG Fueling Station	460,216.01
601	Employee Health & Welfare	-
605	Risk Management	2,630,951.79
610	Equipment Replacement	56,180.27
615	Information Technology	77,735.85
620	Citywide Services	364,323.93
701	Special Deposits	906,870.89
705	H.C.D. Rehabilitation Loans	10,422.18
715	Community Facilities District	2,756,605.53
	Sub-Total	12,044,994.65
SUCCESSOR AGENCY TO THE RDA		
208	Successor Agency Retirement Fund	(235,793.06)
	Sub-Total	(235,793.06)
105	Pooled Cash (Investments)	(11,579,125.21)
	TOTAL CASH	\$ 230,076.38

CITY OF PLACENTIA TREASURER'S REPORT
CERTIFICATION
AS OF JUNE 30, 2014

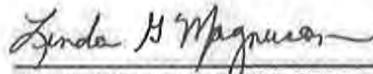
TREASURER'S REPORT

3 Month Projected Cash Requirements (July - September): \$3,010,000

3 Month Projected Cash Revenues (July - September): \$7,400,000

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:



Linda Magnuson, Chief Financial Officer

Approved By:



Craig Green, City Treasurer

City of Placentia

CITY TREASURER'S REPORT

JULY 2014

Fiscal Year 2014-15



**CITY OF PLACENTIA TREASURER'S REPORT
SUMMARY OF CASH & INVESTMENTS
AS OF JULY 31, 2014**

CASH & INVESTMENTS HELD BY CITY				
	Percent of Portfolio	Current Yield	Cost	Market Value
<u>Invested</u>				
Local Agency Investment Fund	82.12%	0.23%	\$ 8,580,718.30	\$ 8,580,718.30
<u>Non-Invested</u>				
Checking Accounts	17.88%		\$ 1,868,863.90	\$ 1,868,863.90
Total Cash & Investments Held by City	100.00%		\$ 10,449,582.20	\$ 10,449,582.20

CASH & INVESTMENTS HELD BY FISCAL AGENT				
	Percent of Portfolio	Current Yield	Cost	Market Value
Money Market Mutual Funds & Treasury Obligations	100.00%	Varies	\$ 4,069,636.55	\$ 4,069,636.55
Total Cash & Investments Held by FA	100.00%		\$ 4,069,636.55	\$ 4,069,636.55

TOTAL CASH AND INVESTMENTS	
Cash & Investments Held by City and Fiscal Agent - Market Value	\$ 14,519,218.75

**CITY OF PLACENTIA TREASURER'S REPORT
CASH AND INVESTMENT DETAIL - CITY
AS OF JULY 31, 2014**

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	\$ 1,631,436.77	\$ 1,631,436.77
Wells Fargo - HCD Rehabilitation	Account No. 7001183	N/A	N/A	Varies	On Demand	\$ 154,578.50	\$ 154,578.50
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	\$ 68,198.81	\$ 68,198.81
Bank of America - Healthcare	Account No. 143138-0513	N/A	N/A	Varies	On Demand	\$ 14,501.97	\$ 14,501.97
Total Cash						\$ 1,868,863.90	\$ 1,868,863.90
INVESTMENTS:							
Local Agency Investment Fund	City Account No. 98-30-678	N/A	0.23%	Varies	On Demand	\$ 8,580,718.30	\$ 8,580,718.30
TOTAL CASH & INVESTMENTS HELD BY CITY						\$ 10,449,582.20	\$ 10,449,582.20

CITY OF PLACENTIA TREASURER'S REPORT

INVESTMENT DETAIL - HELD BY TRUSTEE

AS OF JULY 31, 2014

HELD BY TRUSTEE						
Agency	Investment Description	Current Yield	Purchase Date	Maturity Date	Purchase Price	Market Value
2011 Gas Tax Certificates of Participation						
Wells Fargo	Wells Fargo Money Market	0.03%	N/A	N/A	\$ 484,630.99	\$ 484,630.99
2003 Certificate of Participation						
US Bank	US Bank Money Market	0.03%	N/A	N/A	\$ 528,381.44	\$ 528,381.44
2013 Tax Allocation Refunding Bond						
US Bank	First American Treasury Fund	0.01%	N/A	N/A	\$ 712,842.08	\$ 712,842.08
2009 Special Tax Revenue Refunding Bond						
US Bank	First American Treasury Fund	0.01%	N/A	N/A	\$ 971,786.04	\$ 971,786.04
1996 Special Tax Refunding Bonds						
US Bank	Invesco Pers Treasury	0.03%	N/A	N/A	\$ 33.63	\$ 33.63
2001 Special Tax Revenue Series A						
US Bank	First American Treasury Fund	0.03%	N/A	N/A	\$ 361,427.80	\$ 361,427.80
US Bank	Bayerische Landesbank Investment Agreement*	5.21%	N/A	N/A	\$ 571,500.00	\$ 571,500.00
2009 Lease Revenue Bond						
US Bank	US Bank Money Market	0.03%	N/A	N/A	\$ 439,034.57	\$ 439,034.57
TOTAL INVESTMENTS HELD BY TRUSTEE					\$ 4,069,636.55	\$ 4,069,636.55

**This is a fixed-interest investment agreement entered into in 2001 that holds the reserve requirement for the 2001 Special Tax Revenue Series A bond.*

CITY OF PLACENTIA TREASURER'S REPORT



CASH BALANCES AS OF JULY 31, 2014

CITY		
101	General Fund	(883,742.18)
114	Cash Basis Fund	-
115	Economic Uncertainty	500,000.00
201	Utility User Tax	223,786.57
205	State Gas Tax	665,924.05
206	Gas Tax Bond Fund	503.43
207	Housing Authority	57,845.50
210	Measure M	393,205.65
215	Air Quality Management	213,017.12
225	Asset Seizure	360,794.61
226	Traffic Offender Fund	41,548.46
230	Supplemental Law Enforcement	106.40
235	Park Development	89,541.00
245	Storm Drain Construction	42,879.06
250	Thoroughfare Construction	37,917.91
255	Underground Utilities	-
260	Street Lighting District	(29,236.27)
265	Landscape Maintenance	255,973.07
270	Housing and Community Development	(32,035.00)
275	Sewer Maintenance	2,029,783.63
280	Miscellaneous Grants	255,877.99
401	City Capital Projects	44,880.50
501	Refuse Administration	(515,462.53)
505	CNG Fueling Station	483,753.48
601	Employee Health & Welfare	(208,437.48)
605	Risk Management	2,251,365.41
610	Equipment Replacement	56,180.27
615	Information Technology	48,679.54
620	Citywide Services	229,566.34
701	Special Deposits	971,182.05
705	H.C.D. Rehabilitation Loans	10,422.18
715	Community Facilities District	2,778,461.67
	Sub-Total	10,374,282.43
SUCCESSOR AGENCY TO THE RDA		
208	Successor Agency Retirement Fund	(512,050.76)
	Sub-Total	(512,050.76)
105	Pooled Cash (Investments)	(8,584,176.53)
	TOTAL CASH	\$ 1,278,055.14

CITY OF PLACENTIA TREASURER'S REPORT
CERTIFICATION
AS OF JULY 31, 2014

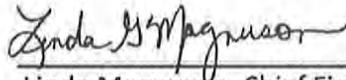
TREASURER'S REPORT

3 Month Projected Cash Requirements (August - October): \$11,500,000

3 Month Projected Cash Revenues (August - October): \$5,900,000

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:



Linda Magnuson, Chief Financial Officer

Approved By:



Craig Green, City Treasurer

**CITY OF PLACENTIA TREASURER'S REPORT
DEFICIT CASH TRANSFERS
AS OF JULY 31, 2014**

DEFICIT CASH BALANCES								
Fund	Deficit Amount	Economic Uncertainty	Measure M	Gas Tax	Sewer Maintenance	Misc Grants	Risk Management	Total Funding Source
General Fund	(883,742.18)						883,742.18	883,742.18
Street Lighting District	(29,236.27)						29,236.27	29,236.27
HCD Fund	(32,035.00)						32,035.00	32,035.00
Refuse Fund	(515,462.53)						515,462.53	515,462.53
Employee Health & Welfare	(208,437.48)						208,437.48	208,437.48
Successor Agency Ret Fund	(512,050.76)							
		NO FUNDING SOURCE AVAILABLE						
Total Transfers	(2,180,964.22)	-	-	-	-	-	1,668,913.46	1,668,913.46
Cash Balance <i>Before</i> Transfer		500,000.00	393,205.65	665,924.05	2,029,783.63	255,877.99	2,251,365.41	6,096,156.73
Cash Available <i>After</i> Transfer		500,000.00	393,205.65	665,924.05	2,029,783.63	255,877.99	582,451.95	4,427,243.27

City of Placentia

CITY TREASURER'S REPORT

AUGUST 2014

Fiscal Year 2014-15



**CITY OF PLACENTIA TREASURER'S REPORT
SUMMARY OF CASH & INVESTMENTS
AS OF AUGUST 31, 2014**

CASH & INVESTMENTS HELD BY CITY				
	Percent of Portfolio	Current Yield	Cost	Market Value
<u>Invested</u>				
Local Agency Investment Fund	78.97%	0.23%	\$ 5,580,718.30	\$ 5,580,718.30
<u>Non-Invested</u>				
Checking Accounts	21.03%		\$ 1,486,142.52	\$ 1,486,142.52
Total Cash & Investments Held by City	100.00%		\$ 7,066,860.82	\$ 7,066,860.82

CASH & INVESTMENTS HELD BY FISCAL AGENT				
	Percent of Portfolio	Current Yield	Cost	Market Value
Money Market Mutual Funds & Treasury Obligations	100.00%	Varies	\$ 6,260,936.48	\$ 6,260,936.48
Total Cash & Investments Held by FA	100.00%		\$ 6,260,936.48	\$ 6,260,936.48

TOTAL CASH AND INVESTMENTS	
Cash & Investments Held by City and Fiscal Agent - Market Value	\$ 13,327,797.30

**CITY OF PLACENTIA TREASURER'S REPORT
CASH AND INVESTMENT DETAIL - CITY
AS OF AUGUST 31, 2014**

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	\$ 1,370,828.28	\$ 1,370,828.28
Bank of America - Workers' Comp	Account No. 143188-0525	N/A	N/A	Varies	On Demand	\$ 91,581.64	\$ 91,581.64
Bank of America - Healthcare	Account No. 143138-0513	N/A	N/A	Varies	On Demand	\$ 23,732.60	\$ 23,732.60
Total Cash						\$ 1,486,142.52	\$ 1,486,142.52
INVESTMENTS:							
Local Agency Investment Fund	City Account No. 98-30-678	N/A	0.23%	Varies	On Demand	\$ 5,580,718.30	\$ 5,580,718.30
TOTAL CASH & INVESTMENTS HELD BY CITY						\$ 7,066,860.82	\$ 7,066,860.82

CITY OF PLACENTIA TREASURER'S REPORT

INVESTMENT DETAIL - HELD BY TRUSTEE

AS OF AUGUST 31, 2014

HELD BY TRUSTEE						
Agency	Investment Description	Current Yield	Purchase Date	Maturity Date	Purchase Price	Market Value
2011 Gas Tax Certificates of Participation						
Wells Fargo	Wells Fargo Money Market	0.03%	N/A	N/A	\$ 484,631.00	\$ 484,631.00
2003 Certificate of Participation						
US Bank	US Bank Money Market	0.03%	N/A	N/A	\$ 528,394.90	\$ 528,394.90
2013 Tax Allocation Refunding Bond						
US Bank	First American Treasury Fund	0.01%	N/A	N/A	\$ 10.59	\$ 10.59
2009 Special Tax Revenue Refunding Bond						
US Bank	First American Treasury Fund	0.01%	N/A	N/A	\$ 971,791.01	\$ 971,791.01
1996 Special Tax Refunding Bonds						
US Bank	Invesco Pers Treasury	0.03%	N/A	N/A	\$ 2,889,165.14	\$ 2,889,165.14
2001 Special Tax Revenue Series A						
US Bank	First American Treasury Fund	0.03%	N/A	N/A	\$ 376,398.08	\$ 376,398.08
US Bank	Bayerische Landesbank Investment Agreement*	5.21%	N/A	N/A	\$ 571,500.00	\$ 571,500.00
2009 Lease Revenue Bond						
US Bank	US Bank Money Market	0.03%	N/A	N/A	\$ 439,045.76	\$ 439,045.76
TOTAL INVESTMENTS HELD BY TRUSTEE					\$ 6,260,936.48	\$ 6,260,936.48

**This is a fixed-interest investment agreement entered into in 2001 that holds the reserve requirement for the 2001 Special Tax Revenue Series A bond.*

CITY OF PLACENTIA TREASURER'S REPORT



CASH BALANCES AS OF AUGUST 31, 2014

CITY		
101	General Fund	(1,499,354.03)
114	Cash Basis Fund	-
115	Economic Uncertainty	500,000.00
201	Utility User Tax	477,067.84
205	State Gas Tax	665,924.05
206	Gas Tax Bond Fund	503.43
207	Housing Authority	58,520.50
210	Measure M	393,205.65
215	Air Quality Management	213,017.12
225	Asset Seizure	404,334.49
226	Traffic Offender Fund	42,549.46
230	Supplemental Law Enforcement	976.66
235	Park Development	89,541.00
240	Sewer Construction	894.43
245	Storm Drain Construction	45,526.14
250	Thoroughfare Construction	40,605.84
255	Underground Utilities	-
260	Street Lighting District	(60,070.12)
265	Landscape Maintenance	219,101.19
270	Housing and Community Development	29,435.00
275	Sewer Maintenance	2,062,658.68
280	Miscellaneous Grants	215,889.46
401	City Capital Projects	16,794.75
501	Refuse Administration	(734,349.90)
505	CNG Fueling Station	558,753.48
601	Employee Health & Welfare	(340,120.67)
605	Risk Management	2,190,579.69
610	Equipment Replacement	56,180.27
615	Information Technology	17,208.83
620	Citywide Services	186,562.34
701	Special Deposits	957,247.98
705	H.C.D. Rehabilitation Loans	165,172.12
715	Community Facilities District	(112,645.90)
	Sub-Total	6,861,709.78
SUCCESSOR AGENCY TO THE RDA		
208	Successor Agency Retirement Fund	(533,745.11)
	Sub-Total	(533,745.11)
105	Pooled Cash (Investments)	(5,584,176.53)
	TOTAL CASH	\$ 743,788.14

CITY OF PLACENTIA TREASURER'S REPORT
CERTIFICATION
AS OF AUGUST 31, 2014

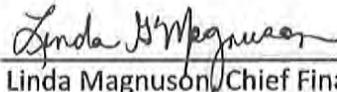
TREASURER'S REPORT

3 Month Projected Cash Requirements (Sept - Nov): \$11,900,000

3 Month Projected Cash Revenues (Sept - Nov): \$8,500,000

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:



Linda Magnuson, Chief Financial Officer

Approved By:



Craig Green, City Treasurer

CITY OF PLACENTIA TREASURER'S REPORT
DEFICIT CASH TRANSFERS
AS OF AUGUST 31, 2014



DEFICIT CASH BALANCES

Fund	Deficit Amount	Economic Uncertainty	Measure M	Gas Tax	Sewer Maintenance	Misc Grants	Risk Management	Total Funding Source	
General Fund	(1,499,354.03)						1,499,354.03	1,499,354.03	
Street Lighting District	(60,070.12)						60,070.12		
Refuse Fund	(734,349.90)				734,349.90			734,349.90	
Employee Health & Welfare	(340,120.67)						340,120.67	340,120.67	
Community Facilities District	(112,645.90)						112,645.90	112,645.90	
Successor Agency Ret Fund	(533,745.11)								
		NO FUNDING SOURCE AVAILABLE							
Total Transfers	(3,280,285.73)	-	-	-	734,349.90	-	2,012,190.72	2,686,470.50	
Cash Balance <i>Before</i> Transfer		500,000.00	393,205.65	665,924.05	2,062,658.68	215,889.46	2,190,579.69	6,028,257.53	
Cash Available <i>After</i> Transfer		500,000.00	393,205.65	665,924.05	1,328,308.78	215,889.46	178,388.97	3,341,787.03	

City of Placentia

CITY TREASURER'S REPORT

SEPTEMBER 2014

Fiscal Year 2014-15



**CITY OF PLACENTIA TREASURER'S REPORT
SUMMARY OF CASH & INVESTMENTS
AS OF SEPTEMBER 30, 2014**

CASH & INVESTMENTS HELD BY CITY				
	Percent of Portfolio	Current Yield	Cost	Market Value
<u>Invested</u>				
Local Agency Investment Fund	56.65%	0.23%	\$ 3,080,718.30	\$ 3,080,718.30
<u>Non-Invested</u>				
Checking Accounts	43.35%		\$ 2,357,493.76	\$ 2,357,493.76
Total Cash & Investments Held by City	100.00%		\$ 5,438,212.06	\$ 5,438,212.06

CASH & INVESTMENTS HELD BY FISCAL AGENT				
	Percent of Portfolio	Current Yield	Cost	Market Value
Money Market Mutual Funds & Treasury Obligations	100.00%	Varies	\$ 3,787,692.10	\$ 3,787,692.10
Total Cash & Investments Held by FA	100.00%		\$ 3,787,692.10	\$ 3,787,692.10

TOTAL CASH AND INVESTMENTS	
Cash & Investments Held by City and Fiscal Agent - Market Value	\$ 9,225,904.16

CITY OF PLACENTIA TREASURER'S REPORT
CASH AND INVESTMENT DETAIL - CITY
AS OF SEPTEMBER 30, 2014

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	\$ 2,243,114.75	\$ 2,243,114.75
Bank of America - Workers' Comp	Account No. 143188-0525	N/A	N/A	Varies	On Demand	\$ 95,663.04	\$ 95,663.04
Bank of America - Healthcare	Account No. 143138-0513	N/A	N/A	Varies	On Demand	\$ 18,715.97	\$ 18,715.97
Total Cash						\$ 2,357,493.76	\$ 2,357,493.76
INVESTMENTS:							
Local Agency Investment Fund	City Account No. 98-30-678	N/A	0.23%	Varies	On Demand	\$ 3,080,718.30	\$ 3,080,718.30
TOTAL CASH & INVESTMENTS HELD BY CITY						\$ 5,438,212.06	\$ 5,438,212.06

CITY OF PLACENTIA TREASURER'S REPORT

INVESTMENT DETAIL - HELD BY TRUSTEE

AS OF SEPTEMBER 30, 2014

HELD BY TRUSTEE						
Agency	Investment Description	Current Yield	Purchase Date	Maturity Date	Purchase Price	Market Value
2011 Gas Tax Certificates of Participation						
Wells Fargo	Wells Fargo Money Market	0.03%	N/A	N/A	\$ 484,631.01	\$ 484,631.01
2003 Certificate of Participation						
US Bank	US Bank Money Market	0.03%	N/A	N/A	\$ 528,408.36	\$ 528,408.36
2013 Tax Allocation Refunding Bond						
US Bank	First American Treasury Fund	0.01%	N/A	N/A	\$ 10.59	\$ 10.59
2009 Special Tax Revenue Refunding Bond						
US Bank	First American Treasury Fund	0.01%	N/A	N/A	\$ 971,795.98	\$ 971,795.98
1996 Special Tax Refunding Bonds						
US Bank	Invesco Pers Treasury	0.03%	N/A	N/A	\$ 33.63	\$ 33.63
2001 Special Tax Revenue Series A						
US Bank	First American Treasury Fund	0.03%	N/A	N/A	\$ 792,255.58	\$ 792,255.58
US Bank	Bayerische Landesbank Investment Agreement*	5.21%	N/A	N/A	\$ 571,500.00	\$ 571,500.00
2009 Lease Revenue Bond						
US Bank	US Bank Money Market	0.03%	N/A	N/A	\$ 439,056.95	\$ 439,056.95
TOTAL INVESTMENTS HELD BY TRUSTEE					\$ 3,787,692.10	\$ 3,787,692.10

**This is a fixed-interest investment agreement entered into in 2001 that holds the reserve requirement for the 2001 Special Tax Revenue Series A bond.*

CITY OF PLACENTIA TREASURER'S REPORT



CASH BALANCES AS OF SEPTEMBER 30, 2014

CITY		
101	General Fund	(3,105,259.46)
114	Cash Basis Fund	-
115	Economic Uncertainty	500,000.00
201	Utility User Tax	758,744.11
205	State Gas Tax	889,151.40
206	Gas Tax Bond Fund	503.43
207	Housing Authority	60,088.84
210	Measure M	472,305.46
215	Air Quality Management	229,697.28
225	Asset Seizure	437,634.41
226	Traffic Offender Fund	43,693.46
230	Supplemental Law Enforcement	976.66
235	Park Development	127,641.00
240	Sewer Construction	17,167.85
245	Storm Drain Construction	93,666.06
250	Thoroughfare Construction	89,488.66
255	Underground Utilities	-
260	Street Lighting District	(90,845.66)
265	Landscape Maintenance	189,020.26
270	Housing and Community Development	29,435.00
275	Sewer Maintenance	2,050,599.56
280	Miscellaneous Grants	212,518.43
401	City Capital Projects	(180,963.45)
501	Refuse Administration	(940,888.37)
505	CNG Fueling Station	558,753.48
601	Employee Health & Welfare	(232,556.11)
605	Risk Management	2,006,770.08
610	Equipment Replacement	56,180.27
615	Information Technology	(1,687.40)
620	Citywide Services	186,562.34
701	Special Deposits	1,009,931.01
705	H.C.D. Rehabilitation Loans	165,172.12
715	Community Facilities District	(111,726.68)
	Sub-Total	5,521,774.04
SUCCESSOR AGENCY TO THE RDA		
208	Successor Agency Retirement Fund	(546,245.11)
	Sub-Total	(546,245.11)
105	Pooled Cash (Investments)	(3,084,176.53)
	TOTAL CASH	\$ 1,891,352.40

CITY OF PLACENTIA TREASURER'S REPORT
CERTIFICATION
AS OF SEPTEMBER 30, 2014

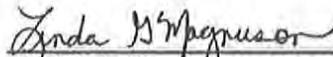
TREASURER'S REPORT

3 Month Projected Cash Requirements (Oct - Dec): \$10,100,000

3 Month Projected Cash Revenues (Oct - Dec): \$11,900,000

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:


Linda G. Magnuson, Chief Financial Officer

Approved By:


Craig Green, City Treasurer

CITY OF PLACENTIA TREASURER'S REPORT
DEFICIT CASH TRANSFERS
AS OF SEPTEMBER 30, 2014



DEFICIT CASH BALANCES

Fund	Deficit Amount	Economic Uncertainty	Utility Users' Tax	Gas Tax	Sewer Maintenance	Misc Grants	Risk Management	Total Funding Source	
General Fund	(3,105,259.46)	500,000.00	758,744.11				1,846,515.35	3,105,259.46	
Street Lighting District	(90,845.66)						90,845.66	90,845.66	
City Capital Projects	(180,963.45)				180,963.45			180,963.45	
Refuse Administration	(940,888.37)				940,888.37			940,888.37	
Employee Health & Welfare	(232,556.11)				232,556.11			232,556.11	
Information Technology	(1,687.40)						1,687.40	1,687.40	
Community Facilities District	(111,726.68)				111,726.68			111,726.68	
Successor Agency Ret Fund	(546,245.11)								
		NO FUNDING SOURCE AVAILABLE							
Total Transfers	(5,210,172.24)	500,000.00	758,744.11	-	1,466,134.61	-	1,939,048.41	4,663,927.13	
Cash Balance <i>Before</i> Transfer		500,000.00	758,744.11	889,151.40	2,050,599.56	212,518.43	2,006,770.08	6,417,783.58	
Cash Available <i>After</i> Transfer		-	-	889,151.40	584,464.95	212,518.43	67,721.67	1,753,856.45	

City of Placentia

CITY TREASURER'S REPORT

OCTOBER 2014

Fiscal Year 2014-15



**CITY OF PLACENTIA TREASURER'S REPORT
SUMMARY OF CASH & INVESTMENTS
AS OF OCTOBER 31, 2014**

CASH & INVESTMENTS HELD BY CITY				
	Percent of Portfolio	Current Yield	Cost	Market Value
<u>Invested</u>				
Local Agency Investment Fund	72.42%	0.23%	\$ 3,080,718.30	\$ 3,080,718.30
<u>Non-Invested</u>				
Checking Accounts	27.58%		\$ 1,173,191.68	\$ 1,173,191.68
Total Cash & Investments Held by City	100.00%		\$ 4,253,909.98	\$ 4,253,909.98

CASH & INVESTMENTS HELD BY FISCAL AGENT				
	Percent of Portfolio	Current Yield	Cost	Market Value
Money Market Mutual Funds & Treasury Obligations	100.00%	Varies	\$ 3,787,720.78	\$ 3,787,720.78
Total Cash & Investments Held by FA	100.00%		\$ 3,787,720.78	\$ 3,787,720.78

TOTAL CASH AND INVESTMENTS	
Cash & Investments Held by City and Fiscal Agent - Market Value	\$ 8,041,630.76

**CITY OF PLACENTIA TREASURER'S REPORT
CASH AND INVESTMENT DETAIL - CITY
AS OF OCTOBER 31, 2014**

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	\$ 1,058,164.02	\$ 1,058,164.02
Bank of America - Workers' Comp	Account No. 143188-0525	N/A	N/A	Varies	On Demand	\$ 93,834.49	\$ 93,834.49
Bank of America - Healthcare	Account No. 143138-0513	N/A	N/A	Varies	On Demand	\$ 21,193.17	\$ 21,193.17
Total Cash						\$ 1,173,191.68	\$ 1,173,191.68
INVESTMENTS:							
Local Agency Investment Fund	City Account No. 98-30-678	N/A	0.23%	Varies	On Demand	\$ 3,080,718.30	\$ 3,080,718.30
TOTAL CASH & INVESTMENTS HELD BY CITY						\$ 4,253,909.98	\$ 4,253,909.98

CITY OF PLACENTIA TREASURER'S REPORT

INVESTMENT DETAIL - HELD BY FISCAL AGENT

AS OF OCTOBER 31, 2014

HELD BY FISCAL AGENT						
Agency	Investment Description	Current Yield	Purchase Date	Maturity Date	Purchase Price	Market Value
2011 Gas Tax Certificates of Participation						
Wells Fargo	Wells Fargo Money Market	0.03%	N/A	N/A	\$ 484,631.02	\$ 484,631.02
2003 Certificate of Participation						
US Bank	US Bank Money Market	0.03%	N/A	N/A	\$ 528,421.39	\$ 528,421.39
2013 Tax Allocation Refunding Bond						
US Bank	First American Treasury Fund	0.01%	N/A	N/A	\$ 10.59	\$ 10.59
2009 Special Tax Revenue Refunding Bond						
US Bank	First American Treasury Fund	0.01%	N/A	N/A	\$ 971,800.79	\$ 971,800.79
1996 Special Tax Refunding Bonds						
US Bank	Invesco Pers Treasury	0.03%	N/A	N/A	\$ 33.63	\$ 33.63
2001 Special Tax Revenue Series A						
US Bank	First American Treasury Fund	0.03%	N/A	N/A	\$ 792,255.58	\$ 792,255.58
US Bank	Bayerische Landesbank Investment Agreement*	5.21%	N/A	N/A	\$ 571,500.00	\$ 571,500.00
2009 Lease Revenue Bond						
US Bank	US Bank Money Market	0.03%	N/A	N/A	\$ 439,067.78	\$ 439,067.78
TOTAL INVESTMENTS HELD BY FISCAL AGENT					\$ 3,787,720.78	\$ 3,787,720.78

**This is a fixed-interest investment agreement entered into in 2001 that holds the reserve requirement for the 2001 Special Tax Revenue Series A bond.*

CITY OF PLACENTIA TREASURER'S REPORT



CASH BALANCES AS OF OCTOBER 31, 2014

CITY		
101	General Fund	(3,427,669.98)
114	Cash Basis Fund	-
115	Economic Uncertainty	500,000.00
201	Utility User Tax	-
205	State Gas Tax	1,019,903.39
206	Gas Tax Bond Fund	503.43
207	Housing Authority	118,231.64
210	Measure M	472,305.46
215	Air Quality Management	229,697.28
225	Asset Seizure	432,119.63
226	Traffic Offender Fund	43,979.46
230	Supplemental Law Enforcement	11,530.63
235	Park Development	127,641.00
240	Sewer Construction	17,167.85
245	Storm Drain Construction	93,666.06
250	Thoroughfare Construction	89,488.66
255	Underground Utilities	-
260	Street Lighting District	(121,478.45)
265	Landscape Maintenance	128,656.34
270	Housing and Community Development	29,435.00
275	Sewer Maintenance	2,074,635.54
280	Miscellaneous Grants	215,682.44
401	City Capital Projects	(345,817.56)
501	Refuse Administration	(965,379.91)
505	CNG Fueling Station	558,753.48
601	Employee Health & Welfare	(448,935.59)
605	Risk Management	1,978,226.60
610	Equipment Replacement	70,730.27
615	Information Technology	(29,665.77)
620	Citywide Services	186,562.34
701	Special Deposits	1,034,252.76
705	H.C.D. Rehabilitation Loans	165,172.12
715	Community Facilities District	(108,276.28)
	Sub-Total	4,151,117.84
SUCCESSOR AGENCY TO THE RDA		
208	Successor Agency Retirement Fund	(571,668.76)
	Sub-Total	(571,668.76)
105	Pooled Cash (Investments)	(3,080,718.30)
	TOTAL CASH	\$ 498,730.78

CITY OF PLACENTIA TREASURER'S REPORT
CERTIFICATION
AS OF OCTOBER 31, 2014

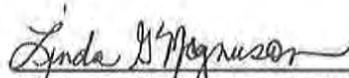
TREASURER'S REPORT

3 Month Projected Cash Requirements (Nov - Jan): \$9,700,000

3 Month Projected Cash Revenues (Nov - Jan): \$16,500,000

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:


Linda G. Magnuson, Chief Financial Officer

Approved By:


Craig Green, City Treasurer

CITY OF PLACENTIA TREASURER'S REPORT
DEFICIT CASH TRANSFERS
AS OF OCTOBER 31, 2014

DEFICIT CASH BALANCES								
Fund	Deficit Amount	Economic Uncertainty	Utility Users' Tax	Gas Tax	Sewer Maintenance	Misc Grants	Risk Management	Total Funding Source
General Fund	(3,427,669.98)	429,539.99		1,019,903.39			1,978,226.60	3,427,669.98
Street Lighting District	(121,478.45)				121,478.45			121,478.45
City Capital Projects	(345,817.56)				130,135.12	215,682.44		345,817.56
Refuse Administration	(965,379.91)				965,379.91			965,379.91
Employee Health & Welfare	(448,935.59)				448,935.59			448,935.59
Information Technology	(29,665.77)				29,665.77			29,665.77
Community Facilities District	(108,276.28)				108,276.28			108,276.28
Successor Agency Ret Fund	(571,668.76)							
		NO FUNDING SOURCE AVAILABLE						
Total Transfers	<u>(6,018,892.30)</u>	429,539.99	-	1,019,903.39	1,803,871.12	215,682.44	1,978,226.60	5,447,223.54
Cash Balance <i>Before</i> Transfer		500,000.00	-	1,019,903.39	2,074,635.54	215,682.44	1,978,226.60	5,788,447.97
Cash Available <i>After</i> Transfer		<u>70,460.01</u>	-	-	270,764.42	-	-	341,224.43



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: CITY ADMINISTRATOR
FROM: SENIOR MANAGEMENT ANALYST
DATE: DECEMBER 16, 2014
SUBJECT: **AUTHORIZATION TO PURCHASE A 2015 FORD INTERCEPTOR REPLACEMENT POLICE VEHICLE IN AN AMOUNT NOT TO EXCEED \$40,000**

FISCAL IMPACT:

EXPENSE:	\$ 40,000 (ACCOUNT NO. 410000-6842)
OFFSETTING REVENUE:	\$ 40,000 (ACCOUNT NO. 410000-4710)
BUDGETED:	\$ 0
UNBUDGETED:	\$ 40,000 Not to exceed

SUMMARY:

On October 30, 2014, one of the City's patrol units was involved in a traffic collision. The collision caused significant damage to the patrol vehicle rendering it inoperable. A claim was submitted to the City's insurance provider, Alliant. Subsequently, the vehicle was determined to be a total loss and Alliant advised City Staff to purchase a new vehicle and the necessary equipment to make the City whole. The insurance policy allows for the total replacement value of the vehicle including all the necessary equipment and labor required to outfit the vehicle in order to function as a patrol vehicle. This action authorizes the purchase of a new 2015 Police Ford Interceptor and the installation of necessary equipment.

RECOMMENDATION:

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

1. Approve the purchase of a 2015 Ford Interceptor from Wondries Fleet Group in the amount of \$29,692.72; and
2. Authorize the installation of all necessary equipment to properly outfit the patrol car in an amount not-to-exceed \$10,000; and
3. Adopt Resolution No. R-2014__, A Resolution of the City Council of the City of Placentia, California, increasing and offsetting revenue budgets in the Equipment Replacement Fund in the amount of \$40,000 in compliance with the City Charter §§ 1206 and 1209 pertaining to appropriations for actual expenditures; and
4. Authorize the City Administrator to execute all necessary documents to effectuate the purchase of the vehicle and installation of necessary equipment

DISCUSSION:

On October 30, 2014 at approximately 12:58 a.m. a Placentia Police Officer was involved in a traffic collision in which the other party was at fault. The collision caused significant damage to the patrol vehicle rendering it inoperable. The patrol vehicle was a 2011 Ford Crown Victoria Police Interceptor with only 43,544 miles.

1.k.

December 16, 2014

The Placentia Police Department currently has a fleet of thirteen (13) patrol vehicles. The loss of a front-line patrol vehicle, especially a relatively new vehicle with low mileage, creates a significant operational deficiency with deployment of personnel during patrol shifts. This patrol vehicle is considered a critical resource and it is vital that a replacement vehicle be acquired in an expedited manner.

In order to replace the vehicle, Staff solicited quotes from four (4) Ford dealers throughout Southern California. Although all four (4) dealers could provide a vehicle meeting the City's specifications and were priced very competitively, only Wondries Fleet Group could guarantee delivery within ten (10) days. The other three dealers estimated delivery anywhere between 30-120 days with no definitive delivery date. Wondries Fleet Group is offering the vehicle through a cooperative purchasing contract with the County of Los Angeles. The cost of the vehicle, including taxes and applicable fees, is \$29,692.72.

FISCAL IMPACT:

The cost to replace the patrol vehicle will not have an impact on our current budget. The cost of the vehicle will be reimbursed by the City's Public Entity Property Insurance Program (PEPIP) insurance provider Alliant Insurance Services for the total replacement cost of the vehicle with a \$5,000 deductible. The expenditure was unexpected and funds were not appropriated during the budget process for the replacement of vehicles. Staff is requesting that City Council approve the purchase of the patrol vehicle and direct Staff to submit all necessary documentation for the reimbursement of all expenses related to the replacement of the patrol vehicle including the deductible.

Prepared by:



Eddie De La Torre
Senior Management Analyst

Reviewed and approved:



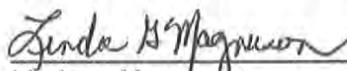
Ward Smith
Acting Chief of Police

Reviewed and approved:



Stephen D. Pischel
Director of Administrative Services

Reviewed and approved:



Linda Magnuson
Chief Financial Officer

Reviewed and approved:



Damien R. Arrula
Assistant City Administrator

Reviewed and approved:



Troy L. Butzlaff, ICMA-CM
City Administrator

Attachments:

1. Resolution No. R-2014-
2. Wondries Fleet Group Quote

RESOLUTION NO. R-2014-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING A BUDGET AMENDMENT IN FISCAL YEAR 2014/15 INCREASING THE APPROPRIATION & OFFSETTING REVENUE BUDGETS IN THE EQUIPMENT REPLACEMENT FUND IN THE AMOUNT OF \$40,000.00 IN COMPLIANCE WITH CITY CHARTER §§ 1206 AND 1209 PERTAINING TO APPROPRIATIONS FOR ACTUAL EXPENDITURES.

A. Recitals

(i). The adopted budget for the 2014/15 Fiscal Year sets out estimated appropriations for City expenses throughout the year.

(ii). From time to time the adopted budget must be adjusted when changes in revenue and expenditure estimates are determined to be necessary.

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

B. Resolution

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

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

2. The adopted budget for Fiscal Year 2014/15, Resolution No. R-2014-37, as heretofore amended, hereby is amended to reflect the following transfer of funds from the Account specified to the Account specified:

FUND	DESCRIPTION	DEPARTMENT	GL ACCOUNT #	AMOUNT
Equip Rplc	Vehicle	Admin	410000-6842	40,000.00
Equip Rplc	Misc Rev	Admin	410000-4710	40,000.00

PASSED, ADOPTED AND APPROVED this 16th day of December, 2014.

CHAD P. WANKE, MAYOR

Attest:

PATRICK J. MELIA,
CITY CLERK

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Patrick J. Melia, City Clerk of the City of Placentia, do hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 16th day of December, 2014 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

FLEET GROUP

1247 W. Main Street, P.O. Box 3850 Alhambra, CA 91801
(626) 457-5590 (626) 457-5593 Fax

December 4, 2014

Chief Ward Smith
Placentia Police Dept.
401 E. Chapman Ave
Placentia, CA 92670
Email: wsmith@placentia.org

Chief Smith;

In response to your inquiry, we are pleased to submit the following for your consideration.

Wondries Fleet Group will sell, service, and deliver; at Placentia, New/Unused 2015 Ford Police Utility responding to the attached specification for \$27,233.00 each plus tax & \$8.75 tire fee Non-taxable. Price includes B/W Paint to your specifications.

These vehicles are available under the cooperative purchase provision of the County Of Los Angeles bid#14201579-1.

Delivery is (10) days A.R.O.

Terms are Net (30) days.

Sincerely,



Joe Connell
Wondries Fleet Group
Fleet Manager



TOYOTA



HONDA



Disclaimer: This window sticker is only representative of the information contained on an actual window sticker, and may or may not match the actual window sticker on the vehicle itself. Please see your retailer for further information.

Vehicle Description

EXPLORER 4-DOOR 2015 4DR AWD POLICE
3.7L V6 TIVCT ENGINE
6-SPEED AUTO TRANSMISSION

VIN 1FM5K8ARXFG A15807

Exterior
BLACK
Interior
CHARCOAL BLACK INTERIORCLOTH
BUCKETS/VINYL REAR SEATS

Standard Equipment INCLUDED AT NO EXTRA CHARGE

EXTERIOR

- . 245/55R18 A/S POLICE TIRES
- . 18" H.D. STEEL WHEELS
- . 18" WHEEL HUB CAP
- . FULL SIZE 18" SPARE W/TPMS
- . DUAL POWER MIRRORS
- . HALOGEN HEADLAMPS
- . PRIVACY GLASS 2ND/3RD ROW
- . DUAL EXHAUST SYSTEM
- . GRILLE - BLACK
- . KEY LOCKS (DR/PASS/LFTGT)
- . EASY FUEL CAPLESS FILLER

INTERIOR

- . BLACK VINYL FLOOR COVERING
- . PWR DR SEAT/6-WAY/M LUMBAR
- . MANUAL PASS SEAT - 2-WAY
- . CLOTH BUCKET FRONT SEATS
- . 60/40 SPLIT VINYL REAR
- . TILT STEERING WHL/ CRUISE & AUDIO CONTROLS
- . 1-TOUCH DOWN DRIVER WINDOW
- . A/C W/MANUAL CLIMATE CONTROL, SINGLE ZONE
- . CERTIFIED SPEEDOMETER
- . ENGINE HOUR / IDLE METER
- . CONSOLE MOUNTING PLATE
- . UNIVERSAL TOP TRAY
- . RED / WHITE DOME LAMP

FUNCTIONAL

- . ALL WHEEL DRIVE SYSTEM
- . COLUMN MOUNTED SHIFTER
- . HEAVY DUTY 78-AMP BATTERY
- . 220 AMP ALTERNATOR
- . POLICE BRAKES: 4 WHL DISC W/ ABS & TRACTION CONTROL
- . HEAVY DUTY SUSPENSION
- . POWER STEERING W/EPAS
- . ENGINE OIL COOLER
- . TRANSMISSION OIL COOLER
- . POWER LOCKS AND WINDOWS
- . AM/FM SINGLE CD/MP3, 6SPKR
- . ADJUST PEDALS, NON MEMORY
- . POWERPOINTS (2)

SAFETY/SECURITY

- . 75 MPH REAR-CRASH TESTED
- . ADVANCETRAC WITH RSC
- . AIRBAGS - FRONT AND SIDE
- . AIRBAGS - SAFETY CANOPY
- . PERSONAL SAFETY SYSTEM
- . SOS POST CRASH ALERT SYS
- . TIRE PRESSURE MONITOR SYS

WARRANTY

- . 3YR/36K MILE WARRANTY

Price Information

Included on this Vehicle
EQUIPMENT GROUP 500A

Optional Equipment

- 2015 MODEL YEAR
- BLACK
- CHARCOAL CLT FRT/VINYL RR
- 3.7L V6 TIVCT ENGINE
- 6-SPEED AUTO TRANSMISSION
- FRONT LICENSE PLATE BRACKET
- CARGO DOME LAMP -RED/WHITE

REAR DOOR POWER WINDOW DELETE	35
REAR VIEW CAMERA	245
CALIFORNIA EMISSIONS SYSTEM	
COURTESY LAMP DISABLE	20
DRIVER AND PASS SPOT LAMP	350
KEYED ALIKE -KEY CODE 1284X	50
NOISE SUPPRESSION BOND STRAPS	100
CONFIG AUDIO CTRLS LESS VOICE	155
REAR DR HNDL AND LOCKS INOPR	35
FRONT HEADLMP HOUSING ONLY PKG	125

BASE PRICE

\$30,185

TOTAL VEHICLE & OPTIONS
DESTINATION & DELIVERY

31,350
895

TOTAL MSRP

\$32,245

Disclaimer: Option pricing will be blank for any item that is priced as 0 or "No Charge".

50

Vehicle Engine Information

Actual mileage will vary with options, driving conditions, driving habits and vehicle's condition. Results reported to EPA indicate that the majority of vehicles with these estimates will achieve between _ and _ mpg in the city and between _ and _ mpg on the highway.
For Comparison Shopping all vehicles classified as have been issued mileage ratings from _ to _ mpg city and _ to _ mpg highway.



CITY MPG
16
HIGHWAY MPG
21

Estimated Annual Fuel Cost: \$ 2,900



EXTENDED SERVICE PLAN

Ford Extended Service Plan is the ONLY service contract backed by Ford and honored by the Ford and Lincoln dealers. Ask your dealer for prices and additional details or see our website at www.Ford-ESP.com.



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

FROM: CITY ADMINISTRATOR

DATE: DECEMBER 16, 2014

SUBJECT: APPROVE AN AMENDMENT TO THE EXCLUSIVE NEGOTIATING AGREEMENT (ENA) WITH NEWPORT EQUITIES, LLC, EXTENDING THE TERM FOR AN ADDITIONAL NINETY (90) DAY PERIOD TO FACILITATE CONTINUED NEGOTIATIONS REGARDING THE DEVELOPMENT OF A PROPOSED MULTI-FAMILY DEVELOPMENT ON CITY OWNED PROPERTY.

FISCAL
IMPACT: NONE

INTRODUCTION:

The City is owner of a 2± acre site located at 207-209 and 211 West Crowther Avenue which is commonly known as the "Packing House" site. Earlier this year, the City Council approved an Exclusive Negotiating Agreement (ENA) with Newport Equities, LLC., a Southern California based residential developer, regarding a possible development opportunity involving the Packing House site. The ENA provided an initial period of 90 days which could be extended administratively for an additional 120 day period by the City Administrator. On August 28, 2014, the City Administrator approved an extension through December 26, 2014 to enable the parties to continue their negotiations. Although significant progress has been made with the developer and a tentative agreement on the purchase of the Packing House site has been reached, the parties need additional time to complete their negotiations. The ENA provides that the City Council may grant an extension beyond the additional 120 days if needed. This action approves an amendment to the ENA with Newport Equities LLC., extending the negotiating period for an additional 90 days.

RECOMMENDATION:

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

1. Approve an Amendment to the Exclusive Negotiating Agreement ("ENA") with Newport Equities LLC., extending the term an additional ninety (90) days period of time to allow the parties to continue their negotiations and to facilitate the preparation of a Purchase and Sale Agreement for the Packing House site; and
2. Authorize the Mayor to execute the Amendment to the ENA on behalf of the City.

DISCUSSION:

On May 20, 2014, the City approved an Exclusive Negotiation Agreement ("ENA") with a private developer, Newport Equities, LLC., to negotiate a potential development agreement to facilitate

1.1.
December 16, 2014

the construction of a 5-story, Type III apartment building configured as a "wrap" style building with a centralized parking structure on City-owned property located at 207-209 and 211 West Crowther Avenue ("Project"). The initial term of this ENA was for a period of 90 day period with an option to extend the term administratively for an additional 120 days.

The initial term of the ENA expired on August 28, 2014. Pursuant to Section 3.3 of the ENA, the City Administrator extended the term for an additional 120 days to allow the parties additional time to conclude their negotiations on the Project. This extension will expire on December 26, 2014. The ENA provides that the City Council may grant an extension beyond the 120 days if needed by the parties to complete negotiations. Although significant progress with the developer has been made and a tentative agreement has been reached, additional time is needed for the parties to conclude their negotiations on the Project. Staff believes that a 90 day extension should be sufficient to enable the parties to finish the negotiation period for the next phase of the Project.

FISCAL IMPACT:

There is no fiscal impact associated with the approval of this amendment to the ENA.

Reviewed and Approved by:



Damien R. Arrula
Assistant City Administrator

Prepared and Approved by:



Troy L. Butzlaff, ICMA-CM
City Administrator

ATTACHMENT:

1. Amendment to Exclusive Negotiating Agreement

**AMENDMENT TO EXCLUSIVE NEGOTIATION AGREEMENT
(Newport Equities, LLC)**

This Amendment to Exclusive Negotiation Agreement (“Amendment”) is made and entered into this 16th day of December, 2014, by and between the City of Placentia (“City”), a Charter City and municipal corporation and Newport Equities LLC (“Developer”), a California Limited Liability Corporation (“Parties” collectively sometimes herein).

A. Recitals.

(i). City and Developer entered into that certain Exclusive Negotiation Agreement (“ENA”), dated _____, 2014 concerning real property owned by City more particularly described in said ENA (“Property”).

(ii). The Parties have diligently pursued negotiations in good faith with respect to the subject of said ENA.

(iii). The Parties, despite their good faith negotiations, cannot complete the planning and development of an appropriate agreement to further the development of City’s Property prior to the expiration of the ENA.

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

B. Amendment.

NOW, THEREFORE, City and Developer agree as follows:

1. In all respects as set forth in the Recitals, Part A., of this Amendment to ENA,
2. Pursuant to the provisions of Section 3.3 of the ENA, the Parties agree to extend the term of the ENA ninety (90) days from the date of execution of this Amendment to ENA by the Parties.
3. Except as so modified by this Amendment, all other terms and provisions of the ENA shall remain in full force and effect.

CITY OF PLACENTIA

By: _____
Chad P. Wanke, Mayor

ATTEST:

By: _____
Patrick J. Melia, City Clerk

APPROVED AS TO FORM:

By: _____
Andrew V. Arczynski,
City Attorney

Newport Equities LLC
a California Limited Liability Company

By: _____
Mark J. Kerslake
Chief Executive Officer



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: CITY ADMINISTRATOR
FROM: INTERIM CHIEF DEPUTY CITY CLERK
DATE: DECEMBER 16, 2014
SUBJECT: **APPOINTMENT TO CITY TREASURER POSITION**
FISCAL
IMPACT: NONE

SUMMARY:

As a result of the City's General Municipal Election held November 4, 2014, City Treasurer Craig Green was elected to a seat on the City Council. Mr. Green submitted a letter of resignation as the Placentia City Treasurer and took the oath of office as a member of the City Council on December 2, 2014. The current vacancy has an unexpired term ending in December 2016. The Charter of the City of Placentia sets forth the procedure and timelines to be followed in the event the office of City Treasurer becomes vacant. This action would initiate the appointment of a successor City Treasurer to fill the unexpired term ending December 2016.

RECOMMENDATION:

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

1. Make an appointment to the City Treasurer position for the balance of the unexpired term ending December 2016.

DISCUSSION:

On November 4, 2014, the City of Placentia General Municipal Election was held for two (2) positions on the City Council and one (1) City Clerk. The certified results show former City Treasurer Green being elected to a seat on the City Council. Mr. Green submitted a letter of resignation as the Placentia City Treasurer and took the Oath of Office as member of the City Council on December 2, 2014. The City Treasurer position has two (2) remaining years on its term. Pursuant to § 703 of the City's Charter, "A vacancy of the office of the City Treasurer shall be filled by appointment by the City Council. In the event the City Council shall fail to fill the vacancy by appointment within thirty (30) days after such office have become vacant, it shall forthwith cause an election to be held to fill such vacancy". At their meeting of November 18, 2014, the City Council approved the process for appointment which included accepting applications from interested eligible residents, conducting interviews, and making an appointment at the meeting of December 16, 2014. Notice of the vacancy was posted on the City's website and announced at the City Council meeting. Applications for the vacancy were

3.a.

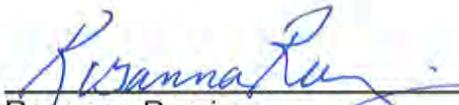
December 16, 2014

Applications for the vacancy were accepted from November 19th through December 9th. A total of five (5) applications from the following individuals were received within the filing deadline:

- Robert S. Cohen
- John Cullum
- Dwayne DeRose
- Kevin A. Larson
- Richard D. Wiedemann

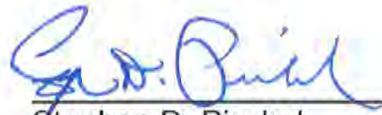
Staff has confirmed that all five (5) individuals are Placentia residents and have active voter registration status. The City Council is scheduled to conduct interviews in open session with the five (5) individuals on December 16th and just prior to the regular City Council meeting.

Prepared by:



Rosanna Ramirez
Interim Chief Deputy City Clerk

Reviewed and approved:



Stephen D. Pischel
Director of Administrative Services

Reviewed and approved:



Damien R. Arrula
Assistant City Administrator

Reviewed and approved:



Troy L. Butzlaff, CMA-CM
City Administrator

Attachments:

1. Resignation letter of Councilmember Green as Placentia City Treasurer
2. Placentia Municipal Code Section 703 regarding a vacancy in the office of the City Treasurer.

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

December 1, 2014

Mayor Scott Nelson and City Council
City of Placentia
401 E. Chapman Avenue
Placentia, California 92870

RE: RESIGNATION AS PLACENTIA CITY TREASURER

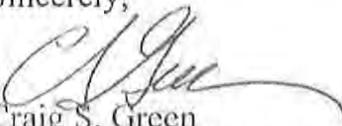
Dear Mayor Nelson and City Council:

This letter is to provide you with my written resignation as the Placentia City Treasurer. My resignation is necessitated by my having been elected to the Placentia City Council in the November 4, 2014 election.

My resignation is to be effective as of the date and time of my being sworn in as a member of the Placentia City Council. The current estimated date of said resignation is the Placentia City Council meeting scheduled for December 2, 2014 and the time will be determined by the agenda and deliberations at that meeting.

It has been my honor and privilege to serve the people of Placentia as their City Treasurer. I am looking forward to continuing my service to our residents in my new position on the Placentia City Council. Should there be any questions, please do not hesitate to call on me.

Sincerely,


Craig S. Green
Placentia City Treasurer

Placentia Municipal Code							
Up	Previous	Next	Main		Search	Print	No Frames
CHARTER							
Article VII—Other Elected Officers							

[remove highlighting](#)

Section 703. Vacancies.

A vacancy in the office of City Clerk or City Treasurer, from whatever cause arising, shall be filled by appointment by the City Council, such appointee to hold office until the first Tuesday following the next general municipal election and until his successor is elected and qualified. At the general municipal election following any vacancy, an officer shall be elected to serve for the remainder of the unexpired term.

If the City Clerk or the City Treasurer is convicted of a crime involving moral turpitude or ceases to be an elector of the City, his office shall become vacant and shall be so declared by the City Council.

In the event the City Council shall fail to fill a vacancy by appointment within thirty days after such office shall have become vacant, it shall forthwith cause an election to be held to fill such vacancy.

View the [mobile version](#).



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: INTERIM CHIEF DEPUTY CITY CLERK

DATE: DECEMBER 16, 2014

SUBJECT: **ANNUAL CITY COUNCIL APPOINTMENTS TO VARIOUS INTERGOVERNMENTAL AGENCIES, ASSOCIATIONS, AND CITY SUBCOMMITTEES**

FISCAL
IMPACT: NONE

SUMMARY:

The City Councilmembers represent the City on various intergovernmental agencies, associations, and City subcommittees that consider policy and legislation which directly affects the City. These appointments are reviewed and modified annually following the reorganization of the City Council and/or swearing in of new Councilmembers. This action allows the City Council to make appointments to various intergovernmental agencies, associations and subcommittees.

RECOMMENDATION:

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

1. Review the attached list of current appointments to the various intergovernmental agencies, associations, and City subcommittees and make appointments as desired; and
2. Adopt Resolution No. R-2014-XX, A Resolution of the City Council of the City of Placentia, California, designating and appointing its representative and alternate to the Orange County Fire Authority's Board of Directors; and
3. Direct Staff to notify the various intergovernmental agencies, associations, and City subcommittees of the City Council appointments.

DISCUSSION:

Each year after City Council reorganization and/or swearing in of new Councilmembers, the Mayor and City Council must consider appointments to numerous intergovernmental agencies, associations, and City subcommittees. These agencies, associations and subcommittees include, but are not limited to the following:

- League of California Cities Orange County Division
- Association of California Cities Orange County
- Orange County Sanitation District
- Orange County Vector Control District

4.a.

December 16, 2014

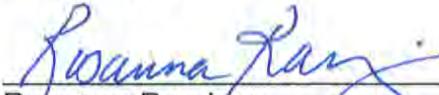
- Orange County Fire Authority
- Santa Ana Flood Control Protection Agency
- Southern California Association of Governments
- Joint Water Committee with Yorba Linda Water District
- Oversight Board of the former Placentia Redevelopment Agency

The Fair Political Practices Commission ("FPPC") has modified its interpretation of the Political Reform Act ("Act") regarding financial interests to include income from governmental agencies. Attached is a list of the current appointments to various agencies, associations, and subcommittees along with the stipend, if any. Staff recommends that the individual Councilmember being considered for an appointment to a committee or board with a stipend, as either a delegate or alternate, abstain from the vote on such item.

The Oversight Board of the former Placentia Redevelopment Agency (the "Oversight Board") is comprised of seven (7) members, one of which is to be appointed by the Mayor. Councilmember Green was appointed to the Oversight Board as a resident and not in his former capacity as a City Treasurer; however according to State law, Mr. Green (in his capacity as a Councilmember) may continue to serve as the Mayor appointee on the Oversight Board should the Mayor decide to not make any changes to the appointment.

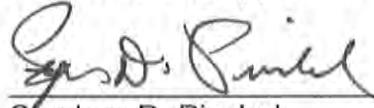
In addition, per the Orange County Fire Authority Board of Directors Joint Powers Agreement, the City must designate and appoint by resolution one (1) representative to act as its Director and one (1) alternate representative to act in the absence of the Director. It should be noted that the vast majority of these appointments require that a sitting City Councilmember be appointed.

Prepared by:



Rosanna Ramirez
Interim Chief Deputy City Clerk

Reviewed and approved:



Stephen D. Pischel
Director of Administrative Services

Reviewed and approved:



Damien R. Arrula
Assistant City Administrator

Reviewed and approved:



Troy L. Butzlaff, ICMA-CM
City Administrator

Attachments:

1. Appointments to Various Agencies, Associations, and City Subcommittees 2014.
2. Resolution No. R-2014-xx, A Resolution of the City Council of the City of Placentia, California, designating and appointing its representative and alternate to the Orange County Fire Authority's Board of Directors.
3. Correspondence from Orange County Vector Control District.

City of Placentia

Appointments to Various Agencies, Associations, and City Subcommittees 2014

Organization	Meeting Information	Delegate/Alternate
Orange County Fire Authority Board of Directors www.ocfa.org 714-573-6041 *Stipend: \$100 per mtg, Maximum of \$300 per month for voting member	4 th Thursday of the month at 6:00 p.m. (Bi-monthly) <u>Meeting Location:</u> Regional Fire Operations & Training Center Board Room 1 Fire Authority Road, Irvine, 92602	Aguirre/Wanke
League of California Cities Orange County Division www.occities.org 714-972-0077	2 nd Thursday of each month at 5:30 p.m. <u>Meeting Location:</u> Various locations in Orange County	Yamaguchi/Nelson
League of California Cities Orange County Div.-City Selection Comm www.occities.org 714-972-0077	2 nd Thursday of each month at 5:30 p.m. (as called) <u>Meeting Location:</u> Various locations in Orange County	Nelson/Yamaguchi
Association of California Cities - OC www.accoc.org 714-953-1300	c/o City of Dana Point Schedule and locations to be announced	Yamaguchi/Wanke
Orange County Sanitation District www.ocsd.com 714-593-7130 *Stipend: \$212.50 per mtg, Maximum of 6 meetings per month	4 th Wednesday of each month at 6:30 p.m. <u>Meeting Location:</u> OCSD Administrative Offices 10844 Ellis Ave., Fountain Valley, 92708	Nelson/Underhill
Orange County Vector Control District Board of Trustees www.ocvcd.org 714-971-2421 *Stipend: \$100 per month in lieu of travel (no meeting, no pay)	3 rd Thursday of each month at 3:00 p.m. <u>Meeting Location:</u> OCVCD Office 13001 Garden Grove Blvd., Garden Grove, 92843	Underhill (2-yr term expires 01/05/2015)
Santa Ana River Flood Protection Agency www.ocflood.com/sarp/sarfpa 714-647-3938	4 th Thursday of off-numbered months at 4:00 p.m. <u>Meeting Location:</u> Orange County Water District 18700 Ward Street, Fountain Valley, 92708	Yamaguchi/Wanke
Southern California Association of Governments www.scag.ca.gov 213-236-1858 *Stipend: \$120 per mtg & mileage reimbursement	1 st Thursday of each month 8:00 a.m. – 2:00 p.m. (depending on the particular committee) <u>Meeting Location:</u> 818 W. 7 th Street, 12 th Floor, Los Angeles, 90017	Yamaguchi/Wanke
Placentia Community Foundation	Meetings called as needed <u>Meeting Location:</u> Placentia City Hall	Nelson, Underhill, and Treasurer Green
Downtown Parking Structure and Retail Development Subcommittee	Internal Committee	Aguirre/Underhill
Economic Development Committee	4 th Tuesday of each month	Nelson
Finance and Investment Committee	Meetings are held quarterly	Aguirre, Nelson
Financial Audit Oversight Subcommittee	Internal Committee	Nelson, Underhill
Heritage Festival Committee	2 nd Wednesday of each month at 7:00 p.m. (except December)	Aguirre, Yamaguchi
Recycling Committee	Meetings called as needed <u>Meeting Location:</u> Placentia City Hall	Underhill, Wanke
Yorba Linda Water District Joint Water Services Committee www.ylwd.com 714-701-3000	Called meeting <u>Meeting Location alternates with Placentia City Hall and YLWD:</u> 1717 E. Miraloma Ave., Placentia 92870	Nelson, Wanke and City Admin. Butzlaff
The Oversight Board	2 nd Wednesday of each month (unless cancelled due to lack of business)	Green
General Plan Steering Committee	Meets as needed	Aguirre, Wanke, and City Admin. Butzlaff

City of Placentia

Description of Various Agencies, Associations, and City Subcommittees 2014

ORGANIZATION

Orange County Fire Authority - Board of Directors

The Orange County Fire Authority Board of Directors has twenty-four members which meet the fourth Thursday of each month (bi-monthly) at 6:00 p.m. Twenty-two of the members represent partner cities, and two members represent the county unincorporated area. The Board established an Executive Committee, which meets monthly, usually on the third Thursday of the month at 6:00 p.m. The Board also established a standing Budget and Finance Committee to address finance and budget policy issues, which also meets monthly - usually on the second Wednesday of the month. The Chair of the Board, on an annual or as needed basis, makes appointments to the Committee.

League of California Cities - Orange County Division

A core function of the Division is to hold periodic meetings of city officials for the purpose of promoting governmental efficiency and information sharing on current issues. The Division aims to foster and disseminate knowledge relating to municipal government and to generate greater interest and more active civic consciousness among members. As a regional division of the League of California Cities (League), it seeks to assist the latter in the formulation of policy protecting local control. It actively advocates the policies and positions of its members where there is broad consensus, and advises legislative representatives and related agencies of those positions.

League of California Cities

Orange County Division-City Selection Committee

The City Selection Committee of Orange County is not a subset of the Division, but is a state mandated committee with its own set of County appointments that are different from Division appointments. The City Selection Committee is a subset of the County of Orange, and is a committee comprised of city Mayors only. Appointees of the committee may, however, be mayors or council members, depending on specifications.

Association of California Cities - OC

The ACC-OC was founded in 2011 as the hub for public policy, from the ground up for Orange County cities. It serves as the regional advocate for local control, both locally and in Sacramento. It is a statewide and national model for creating good public policy from the ground up with an unrelenting focus on protecting and restoring local control.

Orange County Sanitation District

The Orange County Sanitation District (OCSA) is a special district established by the California State legislature and governed by a 25-member board of directors. The directors are comprised of elected representatives for each of the sewer agencies or cities within OCSA's 471 square mile service area.

Orange County Vector Control District

Board of Trustees

The Orange County Vector Control District (OCVCD) is a special district and is one of over 100 agencies statewide specifically dedicated to protecting public health by controlling rats, flies, mosquitoes, fire ants and other vector related problems. Operation of the District is overseen by a Board of Trustees comprised of 35 members, each appointed by their city of residence (34) with one member representing the County. The Trustees are appointed for terms of two or four years.

Santa Ana River Flood Protection Agency

The Santa Ana River Flood Protection Agency (SARFPA) was formed on November 25, 1974 to support the Santa Ana River Mainstream Project. As a joint powers agency, SARFPA's primary function is to seek congressional authorization and appropriations for the Santa Ana River Mainstream Project. The agency provides Orange County citizens with information on the Santa Ana River flood threat and supports, on their behalf, the need for flood control improvements. The Santa Ana River Mainstream Project involves the construction of flood control improvements for the communities of Orange, Riverside and San Bernardino Counties. Its main features include the construction of the Seven Oaks Dam in San Bernardino County, Prado Dam Improvements in Riverside County and the Lower Santa Ana River Channel Improvements in Orange County.

Southern California Association of Governments

Over the past four decades, the Southern California Association of Governments has evolved as the largest of nearly 700 councils of government in the United States, functioning as the Metropolitan Planning Organization for six counties: Los Angeles, Orange, San Bernardino, Riverside, Ventura and Imperial. The region encompasses a population exceeding 18 million persons in an area of more than 38,000 square miles. As the designated Metropolitan Planning Organization, the Association of Governments is mandated by the federal government to research and draw up plans for transportation, growth management, hazardous waste management, and air quality. Additional mandates exist at the state level.

Yorba Linda Water District Subcommittee

Yorba Linda Water District is a public agency providing water and sewer services to most of Yorba Linda and to portions of Placentia, Anaheim, Brea and unincorporated Orange County. Its main goal is to provide reliable, high quality water and sewer services in an environmentally responsible manner, while maintaining an economical cost and unparalleled customer service to our community.

RESOLUTION NO. R-2014-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, DESIGNATING AND APPOINTING ITS REPRESENTATIVE AND ALTERNATE TO THE ORANGE COUNTY FIRE AUTHORITY BOARD OF DIRECTORS.

A. Recitals.

(i). The City of Placentia, as a "member" of the Orange County Fire Authority Joint Powers Authority ("JPA") is entitled to appoint a representative Director ("Director") and alternate to the Orange County Fire Authority Board of Directors.

(ii). Each member agency, by resolution of its governing body, shall designate and appoint one (1) representative to act as its Director on the Authority Board of Directors, except the County whose Board of Supervisors shall appoint two (2) representatives to act as its Directors.

(iii). Each Director shall be a current elected member of the governing body.

(iv). Each Director shall hold office until the selection of a successor by the appointing body.

(v). Each member agency shall also appoint an alternate representative to act in each Director's absence.

(vi). Each alternate shall be a current elected member of the member agency's governing body.

(vii). Each Director and alternate is to serve at the pleasure of his or her appointing body and may be removed at any time, with or without cause, at the sole discretion of that appointing body.

(viii). Any vacancy shall be filled in the same manner as the original appointment of a Director and/or alternate.

B. Resolution.

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

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

The City Council of the City of Placentia, California, hereby designates and appoints _____ as Director and _____ as alternate to the Orange County Fire Authority Board of Directors.

PASSED, ADOPTED AND APPROVED this 16th day of December, 2014.

CHAD WANKE, 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 was adopted at a regular meeting of the City Council of the City of Placentia, held on the 16th day of December, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

PATRICK J. MELIA, CITY CLERK

APPROVED AS TO FORM:

ANDREW V. ARCZYNSKI, CITY ATTORNEY

BOARD OFFICERS FOR 2014
PRESIDENT
LUCILLE KRING
VICE-PRESIDENT
JOE CARCHIO
SECRETARY
CONSTANCE M. UNDERHILL

DISTRICT MANAGER
MICHAEL G. HEARST
CLERK OF THE BOARD
TAWNIA E. PETT



13001 GARDEN GROVE BOULEVARD
GARDEN GROVE, CA 92843-2102
PHONES: (714) 971-2421
(949) 654-2421
FAX: (714) 971-3940
ocvcd@ocvcd.org
ocvcd.org
facebook.com/ocvectorcontrol
twitter.com/ocvector

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

October 27, 2014

BOARD OF TRUSTEES - 2014

ALISO VIEJO
PHILLIP B. TSUNODA
ANAHEIM
LUCILLE KRING
BREA
ROY MOORE
BUENA PARK
MICHAEL DAVIS
COSTA MESA
WENDY LEECE
CYPRESS
DOUG BAILEY
DANA POINT
STEVEN H. WEINBERG
FOUNTAIN VALLEY
CHERYL BROTHERS
FULLERTON
JAN M. FLORY
GARDEN GROVE
ROBIN MARCARIO
HUNTINGTON BEACH
JOE CARCHIO
IRVINE
BETH KROM
LA HABRA
JAMES GOMEZ
LA PALMA
STEVE HWANGBO
LAGUNA BEACH
TONI ISEMAN
LAGUNA HILLS
BARBARA KOGERMAN
LAGUNA NIGUEL
JERRY SLUSIEWICZ
LAGUNA WOODS
SHARI L. HORNE
LAKE FOREST
MARCIA RUDOLPH
LOS ALAMITOS
GERRI GRAHAM-MEJIA
MISSION VIEJO
DAVE LECKNESS
NEWPORT BEACH
LESLIE DAIGLE
ORANGE
MICHAEL ALVAREZ
PLACENTIA
CONSTANCE M. UNDERHILL
RANCHO SANTA MARGARITA
STEVE BARIC
SAN CLEMENTE
JIM DAHL
SAN JUAN CAPISTRANO
JOHN TAYLOR
SANTA ANA
CECILIA AGUINAGA
SEAL BEACH
MICHAEL LEVITT
STANTON
ALETHANS
TUSTIN
DR. ALLAN BERNSTEIN
VILLA PARK
GREG MILLS
WESTMINSTER
SERGIO CONTRERAS
YORBA LINDA
CRAIG YOUNG
COUNTY OF ORANGE
JOHN M. W. MOORLACH, C.P.A.

Dear Mayor and Council Members:

The term of office of your representative, Ms. Constance M. Underhill, will expire on January 5, 2015 at 11:59 A.M. As you know, Ms. Underhill was reappointed in January 2013, and since her first appointment she has attended 94 of the 104 meetings held for a 90 percent record of attendance.

The qualifications for your representative on the Board of Trustees are stated in Section 2022 of the California Health and Safety Code as follows:

"Section 2022. (b) Each person appointed by a city council to be a member of a board of trustees shall be a voter in that city and a resident of that portion of the city that is within the district."

Your representative is appointed to a two or four year term of office (Section 2024 of the Health and Safety Code) and cannot be replaced except for cause.

"Section 2024. (a) Except as provided in Section 2023, the term of office for a member of the board of trustees shall be for a term of two or four years, at the discretion of the appointing authority. Terms of office commence at noon on the first Monday in January."

It is the Board's request that you reappoint Ms. Underhill, or a successor to her, for the next term of office, either two or four years. Once the appointment is made, please send notification to the District by mail or e-mail to: tpett@ocvcd.org.

Sincerely,

Tawnia Pett

Executive Assistant/Clerk of the Board

tep
cc: Ms. Constance M. Underhill

"An Independent Special District Serving Orange County Since 1947"

The mission of the Orange County Vector Control District is to provide the citizens of Orange County with the highest level of protection from vectors and vector-borne diseases.



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

FROM: CITY ADMINISTRATOR

DATE: DECEMBER 20, 2014

SUBJECT: FORMATION OF A CITIZENS FISCAL SUSTAINABILITY TASK FORCE

FISCAL IMPACT: N/A

SUMMARY:

The City has implemented a number of cost reduction and revenue enhancement measures over the past few years to address the City's structural deficit. Despite these measures, the City continues to operate with an annual structural deficit of at least \$1.5 million. The City's five year fiscal forecast projects that the structural deficit will grow each year and by Fiscal Year 2017-18 the deficit could reach \$5 million. Unless clear, decisive, and long-term solutions are implemented, the City will continue to struggle financially and may find it increasingly more difficult to continue providing the same level of quality municipal services to the community.

To assist the City in identifying potential cost reduction and revenue enhancement ideas, it has been suggested that a task force comprised of citizens be formed to closely examine the City's revenue structure and structural budget deficit. This action considers the formation of a Citizens Fiscal Sustainability Task Force to critically evaluate the City's financial condition and make recommendations for creating new revenues and/or reducing costs.

RECOMMENDATION:

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

1. Consider the formation of a Citizens Fiscal Sustainability Task Force; and
2. Provide direction to Staff as appropriate.

DISCUSSION:

Placentia is at a crossroads. Like virtually every other municipality across the country, the City currently faces a growing and dangerous fiscal crisis. This crisis, which is the result of the compounded effects of the failed ONTRAC Project, years of deficit spending and a troubled economic climate, has essentially left the City with less than \$1.5 million in reserves and a grim five-year financial forecast showing the budget deficit growing from \$2.8 million next year to an

4.b.
December 16, 2014

estimated \$5 million shortfall by Fiscal Year 2017-18. How we choose to respond to this fiscal crisis will likely determine the future trajectory of the City for many years to come.

Citizens Fiscal Sustainability Task Force

In light of the City's fiscal challenges, Mayor Pro Tem Yamaguchi has suggested that the City Council consider forming a Citizens Fiscal Sustainability Task Force (Task Force) to help bring fresh perspective and surface new ideas for how to address the challenges facing the City. The proposed Task Force can be charged with determining if there are both short and long term solutions to enhance revenues and/or reduce expenses in ways the City has not considered or fully studied. In addition, the Task Force can also be tasked to review both the revenue and expense side of the structural deficit to see what steps the City can take to better manage these challenges.

The benefits of forming a Citizens Task Force are as follows:

- Task Force members typically attain a better understanding of the impact that state and federal policy changes have on the city and resulting revenue losses/limits;
- Task Force members acquire a better understanding of the demands on expenditures, and what is mandatory versus discretionary;
- Task Force members, as consumers of public services, can offer a unique and differing perspective on what services are essential versus those services that are "nice to have"; and
- Task Force members become advocates for their conclusions and communicate with many diverse constituencies.

Staff has reviewed the mission statements or charters of other citizens budget committees or task forces and suggests that if the City Council forms such a task force the mission statement be drafted as follows:

- Review and understand the City's revenues, expenditures and tax burden;
- Consider at least five to ten promising revenue changes/enhancements and expense reduction measures that can be investigated and potentially implemented to address the City's structural budget gap in a sustainable manner;
- Develop a final report with an executive summary and recommendations for the City Council to consider.

The composition of citizen budget committees or task forces in other cities range in size from five to fifteen members. Staff suggests that the Task Force have no more than seven members. Members to the Task Force can be either appointed at large or nominated by individual Council Members. Staff suggests that each City Councilmember appoint one member to the Task Force with the two remaining members to be appointed at large by consensus of the City Council.

Although the term of the Task Force is not yet defined, it will likely be four (4) to six (6) months so that the Task Force's recommendations can be made part of the City's annual budget

process. The Task Force will receive normal and customary support from City Staff, as well as advice/assistance from special advisors and/or consultants as warranted. Although this Task Force would be considered to have a limited duration, and will function as a special purpose or subject committee, and as such would not be subject to the Brown Act, Staff recommends that the Task Force be required to follow the Brown Act. This would require Task Force meeting agendas to be posted 72 hours in advance of their meetings and maintaining a record of the meeting.

Reviewed and approved:



Damien R. Arrula
Assistant City Administrator

Reviewed and approved:



Troy L. Butzlaff ICMA-CM
City Administrator