



Regular Meeting Agenda

July 21, 2015

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

Kevin A. Larson
City Treasurer

Damien R. Arrula
Acting City Administrator

Andrew V. Arczynski
City Attorney

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

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Mission Statement

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

Vision Statement

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

Copies of all agenda materials are available for public review in the Office of the City Clerk, online at www.placentia.org, and at 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 – CLOSED SESSION
July 21, 2015
5:30 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 Closed Session Agenda only. There is a five (5) minute time limit for each individual addressing the City Council and Boards of Directors.

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

CITY COUNCIL:

1. Pursuant to Government Code Section 54956(b)(1):
PERFORMANCE EVALUATION
Title: City Administrator
2. Pursuant to Government Code Section 54956.8:
CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Property: 207-209 W. Crowther Ave APN: 339-402-05; 07; 08; 11
Agency Negotiator: Damien R. Arrula, Acting City Administrator
Negotiating Parties: Patrick Helgeson, Newport Equities
Under Negotiations: Price and Terms of Payment
3. Pursuant to Government Code Section 54957.6:
CONFERENCE WITH CITY LABOR NEGOTIATOR
Agency Designated Representatives: Damien R. Arrula, Acting City Administrator
Steve Pischel, Dir. Administrative Services
Employee Organizations: Placentia Police Officers Association (PPOA), Placentia Police Management Association (PPMA), and Placentia City Employees Association (PCEA)
4. Pursuant to California Government Code Section 54956.9
Pending Litigation: Case No. LA-CE-986-M

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

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING AGENDA
July 21, 2015
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 Curry

PLEDGE OF ALLEGIANCE:

PRESENTATIONS:

- a. **City Recognition to Republic Services Inc. Employee**
Recipient: Ramiro Salgado
Presenter: Mayor Wanke
- b. **Presentation- Republic Services Donation**
Recipients: Mayor Wanke and Director of Community Services Director Nicks
Presenter: Mark McGee, Republic Services Representative
- c. **One OC Presidential Volunteer Service Awards**
Presenter: Maria Lemus, One OC

CLOSED SESSION REPORT:

CITY ADMINISTRATOR REPORT:

ORAL COMMUNICATIONS:

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

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

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

- 1.a. **Consideration to Waive Reading in Full of all Ordinances and Resolutions**
Fiscal Impact: None
Recommended Action: Approve.

- 1.b. **Minutes**
City Council/Successor/ICDA Regular Meeting – June 16, 2015 and July 7, 2015
Recommended Action: Approve.
- 1.c. **City Fiscal Year 2014-15 Check Register for July 21, 2015**
Fiscal Impact: \$506,696.06
Recommended Action: It is recommended that the City Council:
1) Receive and file.
- 1.d. **City Fiscal Year 2015-16 Check Register for July 21, 2015**
Fiscal Impact: \$347,834.74
Recommended Action: It is recommended that the City Council:
1) Receive and file.
- 1.e. **Amendments/Updates to the Facility Use and Athletic Facility Use and Allocation Policy Sections of the City of Placentia Policy and Procedure Manual**
Fiscal Impact: None
Recommended Action: It is recommended that the City Council:
1) Adopt Resolution No. R-2015-37, A Resolution of the City Council of the City of Placentia, California, Approving and Adopting Amendments to the City of Placentia Policy and Procedure Manual Regarding Facilities, Equipment and Property.
- 1.f. **Agreement with All City Management Services, Inc. for Crossing Guard Services**
Fiscal Impact: \$52,888.50 Expenditure of General Funds to Provide Crossing Guard Services (Account No.: 103047-6290) Fiscal Year 2015-2016 Budget
Recommended Action: It is recommended that the City Council:
1) Approve the Agreement for Crossing Guard Services with All City Management Services, Inc. for an amount not to exceed \$52,888.50; and
2) Authorize the Acting City Administrator and/or his designee to execute all the necessary documents, in a form approved by the City Attorney.
- 1.g. **Extension of Traffic Signal Maintenance Services Contract**
Fiscal Impact: Expense: \$160,000.00 Traffic Signal Maintenance Services
Revenue: \$160,000.00 Gas Tax & Measure M2 Funds
Budgeted: \$160,000.00 (Account No.: 103652-6099 & 333552-6185)
Recommended Action: It is recommended that the City Council:
1) Approve Amendment No. 1 to Maintenance Services Agreement with Siemens Industry, Inc. extending the Traffic Signal Maintenance Services Agreement for an additional one (1) year through August 20, 2016; and
2) Authorize the Acting City Administrator to execute the necessary documents, in a form approved by the City Attorney.
- 1.h. **Acceptance of Construction Work for the Pedestrian Accessibility Improvement Project Phase III**
Fiscal Impact: Expense: \$49,585.00 Construction Management & Inspection, \$361,774.75 Construction
Revenue: \$420,000.00 CDBG Funds & Gas Tax Funds
Budgeted: \$420,000.00 (Account No.: 333552-6185 J/L 62001)
Recommended Action: It is recommended that the City Council:
1) Accept the work performed by CLS Constructors, for construction of the Pedestrian Accessibility Phase III Project in the total amount of \$361,774.75; and

- 2) Approve and authorize the Acting City Administrator to execute Contract Amendment No. 1 with Onward Engineering for additional Construction Management & Inspection Services, in the amount of \$26,835 in a form approved by the City Attorney; and
- 3) Authorize the Acting City Administrator or designee to file a Notice of Completion with the Orange County Clerk Recorder's Office for the project; and
- 4) Authorize the Acting City Administrator or designee to file a Notice of Completion with the Orange County Clerk Recorder's Office for the project; and
- 5) Authorize the Acting City Administrator or designee to release retention funds in accordance with the terms of the contract.

1.i. **Contract with CASC Engineering and Consulting for Establishment of Commercial Overlay Zone to Develop Commercial Retail at Crowther & Placentia**

Fiscal Impact: Expenditure: Not-To-Exceed \$40,000 from July 31, 2015 to June 30, 2016

Budgeted: \$40,000 (Account No.: 109595-6999)

Recommended Action: It is recommended that the City Council:

- 1) Approve a Professional Services Agreement with CASC, Inc. for planning and land use entitlements services for an amount not-to-exceed \$40,000 from July 31, 2015 to June 30, 2016 with a one (1) year extension option; and
- 2) Authorize the Acting City Administrator to execute the necessary documents, in a form approved by the City Attorney.

1.j. **Additional Appropriations for Patrol Overtime Budget to Participate in the Office of Traffic Safety Grant- "Selective Traffic Enforcement Program (STEP) for 2015-2016"**

Fiscal Impact: Expense: \$91,280.00

Offsetting Revenue: \$91,280.00

Recommended Action: It is recommended that the City Council:

- 1) Accept the Office of Traffic Safety grant in the form presented and direct the Chief of Police or his designee to complete the necessary documents; and
- 2) Adopt Resolution No. R-2015-38, A Resolution of the City Council of the City of Placentia, California, Authorizing a Budget Amendment in Fiscal Year 2015-16 in the Aggregate Amount of \$91,280.00 in compliance with City Charter § § 1206 and 1209 Pertaining to Appropriations for Actual Expenditures.

1.k. **Amendment to Position Allocation and Compensation Plan for Chief Deputy City Clerk Position**

Fiscal Impact: \$6,970

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. R-2015-39, A Resolution of the City Council of the City of Placentia, Amending the Position Allocation Plan and Compensation Plan for Fiscal Year 2015-16.

1.l. **Policy No. 616 Revision to Include Parkway Design Guide**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Adopt a Resolution No. R-2015-40, A Resolution of the City Council of the City of Placentia, Approving and Adopting Amendment to the City of Placentia Policy and Procedure Manual Regarding Parkway Design.

1.m. **Development of City Economic Development Website**

Fiscal Impact: \$8,000 (Account No.: 102534-6225)

Recommended Action: It is recommended that the City Council:

- 1) Approve a Consulting Services Agreement with CivicPlus for the development and maintenance of City Economic Development website in amount of \$8,000; and
- 2) Authorize the Acting City Administrator to execute the necessary documents, in a form approved by the City Attorney.

1.n. **Developer Requested Amendment No. 3 to the ENA with Newport Equities, LLC, Extending the Term Until October 7, 2015**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Approve Amendment No. 3 to the Exclusive Negotiating Agreement ("ENA") with Newport Equities LLC., extending the term until October 7, 2015 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 Amendment No. 3 to the ENA in a form approved by the City Attorney.

1.o. **Resolution of Support to Establish the "North Orange County Cities Energy Partnership"**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. R-2015-41, A Resolution of the City Council of the City of Placentia declaring support for an Energy Partnership between Southern California Edison Company, Southern California Gas Company and the City of Brea to be known as "North Orange County Cities Energy Partnership".

2. PUBLIC HEARING:

2.a. **VTTM 17775, DA 2015-01, and Related Environmental Determination Regarding a Ten (10) Unit Condominium Project Located North of Orangethorpe Avenue, West of Van Buren Street at 1548 Spruce Street**

Fiscal Impact: Revenue: +\$151,670.00 (Public Benefits)

Recommended Action: It is recommended that the City Council:

- 1) Open the Public Hearing, receive public testimony and close Public Hearing; and
- 2) Adopt Resolution No. R-2015-42, A Resolution of the City Council of the City of Placentia, California, Approving a Vesting Tentative Tract Map No. 17775 and Adopt a Mitigated Negative Declaration of Environmental Impacts MND-2015-01 for the Development of 10 Units on the 0.52- Acre Property Located at 1548 Spruce Street by Villa Picae, LLC; and
- 3) Waive full reading, read by title only, and introduce for first reading, Ordinance No. O-2015-02, An Ordinance of the City Council of the City of Placentia, Approving that Document Entitled "Development Agreement DA-2015-01 Concerning Property Located at 1548 Spruce Street, Placentia, California" and Authorizing the Mayor and City Clerk to Execute the Same on Behalf of the City of Placentia.

3. REGULAR AGENDA:

3.a. **Approval of Final Parcel Map No. 2011-140**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. R-2015-43, A Resolution of the City Council of the City of Placentia, Approving Parcel Map No. 2011-140 for Property Located at 1022, 1034, and 1042 North Bradford Avenue; and
- 2) Find that recording of Parcel Map No. 2011-140 will not be in violation of any of the provisions of §§66474, 66474.1 or 66474.2 of the Subdivision Map Act (California Government Code §66400, *et seq.*); and
- 3) Find that the proposed development, together with the provisions for its design and improvement, is consistent with the General Plan required by Article 5 (commencing with §65300) of Chapter 3 of Division 1 of the California Government Code, or any specific plan adopted pursuant to Article 8 (commencing with §65450) of Chapter 3 of Division 1 of the California Government Code; and
- 4) Direct the City Clerk to endorse on the face of Parcel Map No. 2011-140, the certificate which embodies the approval of said map, and submit the map to the County Recorder of Orange County for recording.

3.b. **Agreement for Legal Services with Jones & Mayer**

Fiscal Impact: Estimated Expenditures for General Legal Services: \$ 339,000

Recommended Action: It is recommended that the City Council:

- 1) Terminate existing Legal Services Agreement with Andrew V. Arczynski and Burke, Williams & Sorenson, LLP; and
- 2) Authorize the Mayor to enter into an Agreement for Legal Services with Jones & Mayer, on behalf of the City.

3.c. **Setting the Annual Special Tax Rate for Fiscal Year 2015-16 for Community Facilities District No. 2014-01**

Fiscal Impact: Maximum of \$26,224.00

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution R-2015-44, A Resolution of the City Council of the City of Placentia, California setting the levy of an Annual Special Tax for Community Facilities District No. 2014-01 (Public Services); and
- 2) Authorize inclusion of the Annual Special Tax for Community Facilities District No. 2014-01 (Public Services) for Fiscal Year 2015-2016 on the Orange County Secured Property Tax Roll.

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 August 4, 2015 at 5:30 p.m.

In Memory of

Harry H. Haaversen, Long Time Placentia Resident and World War II Veteran

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 July 21, 2015 meetings of the City Council, Successor Agency, and Industrial Commercial Development Authority was posted on July 16, 2015.

Rosanna Ramirez,
Interim Chief Deputy City Clerk

**PLACENTIA CITY COUNCIL
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING MINUTES – CLOSED SESSION
JUNE 16, 2015
5:30 P.M. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER: Mayor Wanke called meeting to order at 5:34 p.m.

ROLL CALL:

PRESENT: Councilmember/Board Member Green, Nelson, Underhill, Yamaguchi, Wanke
ABSENT: None

ORAL COMMUNICATIONS: None

CITY COUNCIL:

1. Pursuant to Government Code Section 54967:
PUBLIC EMPLOYEE APPOINTMENT
Title: City Attorney
 2. Pursuant to Government Code Section 54956.8:
CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Property: 207-209 W. Crowther Ave APN: 339-402-05; 07; 08; 11
Agency Negotiator: Damien R. Arrula, Acting City Administrator
Negotiating Parties: Patrick Helgeson, Newport Equities
Under Negotiations: Price and Terms of Payment
 3. Pursuant to Government Code Section 54956.8:
CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Property: 480 S. Placentia Avenue APN: 339-443-03
Agency Negotiator: Damien R. Arrula, Acting City Administrator
Negotiating Parties: Bart Pebbles, Caliber Retail Properties Group
Under Negotiations: Price and Terms of Payment
 4. Pursuant to Government Code Section 54957.6:
CONFERENCE WITH CITY LABOR NEGOTIATOR
Agency Designated Representatives: Damien R. Arrula, Acting City Administrator
Steve Pischel, Dir. Administrative Services
Employee Organizations: Placentia Police Officers Association (PPOA), Placentia Police
Management Association (PPMA), and Placentia City Employees Association (PCEA)
- RECESS:** The City Council and Boards of Directors recessed to their 7:00 p.m. Regular Meeting.

CALL TO ORDER: Mayor/Board Chair Wanke called the meeting to order at 7:02 p.m.

ROLL CALL:

PRESENT: Councilmember/Board Member Green, Nelson, Underhill, Yamaguchi, Wanke

ABSENT: None

STAFF PRESENT: Acting City Administrator/Executive Director Damien R. Arrula; City Attorney/Authority Counsel Andrew V. Arczynski; Director of Administrative Services Steve Pischel; Chief Financial Officer Linda G. Magnuson; Chief of Police Ward Smith; Director of Community Services Jonathan K. Nicks; Economic Development Manager Jeanette Ortega; Senior Management Analyst Eduardo De La Torre; City Clerk Specialist Candice Martinez

INVOCATION: Police Chief Smith

PLEDGE OF ALLEGIANCE: Councilmember Underhill

PRESENTATIONS:

- a. **Presentation on Drought Conditions and Water Use Restrictions**
Presenters: Golden State Water Company and Yorba Linda Water District
(Postponed)

Acting City Administrator Arrula announced that the presentation on Drought Conditions and Water Restrictions Use by Golden State Water and Yorba Linda Water District has been postponed to the next City Council meeting.

CLOSED SESSION REPORT:

City Attorney/Agency Counsel Arczynski reported the Council/Agency met in Closed Session to discuss items listed on the agenda and there were no reportable actions for Closed Session that evening.

CITY ADMINISTRATOR REPORT:

Acting City Administrator Arrula announced the annual recruitment for the City's Commissions and Committees, fireworks are prohibited in the City of Placentia, and in observance of Independence Day, City Hall will be closed Thursday, July 2, 2015.

ORAL COMMUNICATIONS:

Dennis Blake, property owner, noted that he is in favor of the proposed development by Newport Equities, and requested Council move forward with the project. He noted that property located at 233 Main Street has become available and requested for the City to look into purchasing the property to be used for additional parking spaces.

Rosalina Davis, resident, business owner, President of the Plactia Santa Fe Merchants, and Economic Development member, thanked the Placentia Chamber of Commerce for the ribbon cutting ceremony for the Tlaquepaque 50th anniversary and Council and Staff for their attendance at the event. She noted she is in favor of the proposed downtown development and requested for Council to move forward with the revitalization of the downtown area. She announced that the downtown merchants are partnering with the City's Concerts in the Park event, and the Annual Tamale Festival will be December 9, 2015.

Gordon Solomonson, resident, thanked the City for their contributions to the flag burial ceremony that took place on Saturday June 13, 2015.

Raul Davis, resident, business owner, and Placita Santa Fe Merchants member, noted that he has attended the Task Force meetings and thanked City Staff for all their hard work. He thanked Acting City Administrator Arrula for all his hard work.

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

Motion by Green, seconded by Yamaguchi and carried a (5-0) vote to approve Consent Calendar Item Nos. 1.a. through 1.i. Councilmember Underhill pulled item 1.d. for separate discussion, Councilmember Nelson pulled items 1.f., and i.g. for separate discussion

- 1.a. **Consideration to Waive Reading in Full of all Ordinances and Resolutions**
Fiscal Impact: None
Recommended Action: Approve.
(5-0, as recommended)
- 1.b. **Minutes**
City Council/Successor/ICDA Regular Meeting – April 7, 2015 and May 5, 2015
Recommended Action: Approve.
(5-0, as recommended)
- 1.c. **City Fiscal Year 2014-15 Check Register for June 16, 2015**
Fiscal Impact: \$461,909.61
Recommended Action: It is recommended that the City Council:
1) Receive and file.
(5-0, as recommended)
- 1.d. **Consultant Services Agreement for Preparation of Placentia Old Town Santa Fe District Revitalization Plan**
Fiscal Impact: Expense: Not-To-Exceed \$40,000
Offsetting Revenue: \$40,000 Measure M Fairshare Funding
Budgeted: (Account No.: 332531-6017 J/L 62010)
Recommended Action: It is recommended that the City Council:
1) Award a consultant services agreement to Evan Brooks Associates; and
2) Authorize the Acting City Administrator to execute the necessary documents, in a form approved by the City Attorney; and
3) Adopt Resolution No. R-2015-27, A Resolution of the City Council of the City of Placentia, California, Authorizing a Budget Amendment in Fiscal Year 2014/15 in Compliance with City Charter §§ 1206 and 1209 Pertaining to Appropriations for Actual Expenditures.
(5-0, as recommended)

Councilmember Underhill requested for this item to be continued to a future City Council meeting for approval.

Acting City Administrator Arrula noted that the Revitalization Plan will formulate a specific plan to help guide private/public investment and development in the downtown area, and develop a road map.

Motion by Green, seconded by Yamaguchi, and carried at (5-0) vote to approve the recommended actions.

1.e. **Approve Contract Amendment to H.R. Green for On-Call Plan Check and Project Management Services for the OC Bridges Projects**

Fiscal Impact: Reimbursed through Project Funding at No Net Cost to the City
Recommended Action: It is recommended that the City Council:

- 1) Approve contract Amendment to the Professional Services Agreement with HR Green to include on-call plan review and project management services for the OC Bridges Projects at the contract rate of \$175.00 per hour; and
- 2) Authorize the Acting City Administrator to execute all necessary documents to effectuate this agreement, in a form approved by the City Attorney.

(5-0, as recommended)

1.f. **Acceptance of Resignation from the Placentia Planning Commission**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Accept the resignation of Dana Hill from the Placentia Planning Commission; and
- 2) Include the vacancy in the Placentia Planning Commission with the current application/recruitment process.

(5-0, as recommended)

City Council thanked Commissioner Hill for all his years of services to the Planning Commission.

Motion by Nelson, seconded by Green, and carried a (5-0) vote to approve the recommended actions.

1.g. **Professional Services Agreements for Contract Planning and Building Support Services**

Fiscal Impact: The cost of these Contracts are incorporated in the FY 2014-15 Budget and proposed in FY 2015-16 Budget

Recommended Action: It is recommended that the City Council:

- 1) Approve Amendment No. 1 to Consulting Services Agreement with Charles Rangel – Ragged Robin Ranch to provide contract planning services related to the Planning Division for a one-year term expiring June 30, 2016 and a total amount not to exceed \$203,520; and
- 2) Approve Amendment No. 1 to Consulting Services Agreement with Deborah Reimer to provide professional building support services related to the Building Division for a one-year term expiring June 30, 2016 and a total not-to-exceed amount of \$6,500 per month.

(4-1, Councilmember Nelson voted no)

Acting City Administrator Arrula noted that the City currently contracts Planning and Building services, and Staff recommends extending their contract for (1) year and additional funding for planning services.

Councilmember Nelson expressed his concerns regarding the amount being paid for contract services in the planning and building department.

Mayor Wanke noted there will a higher demand for planning services with the anticipated development of the downtown area.

Motion by Green, seconded by Yamaguchi, and carried a (4-1, Councilmember Nelson voted no) to approve the recommended action.

1.h. **Measure M Eligibility Application Package for Fiscal Year 2015-16**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Approve and direct Staff to submit an eligibility package to OCTA that includes a 7-year Capital Improvement Program (CIP); and
- 2) Adopt Resolution No. R-2015-28, A Resolution of the City Council of the City of Placentia, Concerning the Status of the Circulated Element and Mitigation Fee Program for the Measure M (M2) Program.

(5-0, as recommended)

1.i. **Resolution Supporting California Senate Constitutional Amendment 2 to Prohibit Banning the United States Flag on State College Funded Campuses in California**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. R-2015-29, A Resolution of the City Council of the City of Placentia, California, In Support of Senate Constitutional Amendment 2 to Prohibit Banning the United States Flag on State Funded College Campuses in California; and
- 2) Direct the City Clerk to send the resolution to the Honorable Members of the California State Senate and California State Assembly.

(5-0, as recommended)

1.j. **Designation of Voting Delegate for the 2015 League of California Cities Annual Conference**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Appoint Councilmember Scott Nelson as delegate to represent the City at the League of California Cities Annual Conference 2015; and
- 2) Appoint Mayor Pro Tem Yamaguchi as alternate to represent the City at the League of California Cities Annual Conference 2015.

(5-0, as recommended)

Motion by Wanke, seconded by Nelson and carried a (5-0) vote to present items 3.c. through 3.a. prior to Public Hearing item No. 2.a.

3. REGULAR AGENDA:

3.c. **April 2015 Treasurer's Report**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Receive and file the April 2015 Treasurer's Report.

(5-0, as recommended)

City Treasurer Larson provided a brief overview on the April 2015 Treasurers Report and noted that he has reviewed and recommended approval from City Council as presented. He commended Chief Financial Officer Magnuson for all her hard work on the budget and the Task Force.

Motion by Wanke, seconded by Yamaguchi and carried at (5-0) vote to approve the recommended action.

3.b. **Annual Appropriations Limit (Gann Initiative) for Fiscal Year 2015-16**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Approve the use of the County's population growth and California per capita income growth as determined by the State Department of Finance for the calculation of the Fiscal Year 2015-16 Annual Appropriation Limit; and
- 2) Adopt Resolution R-2015-33, A Resolution of the City Council of the City of Placentia, California, approving and adopting the Annual Appropriations Limit for the Fiscal Year 2015-16 in the amount of \$76,804,182.

(5-0, as recommended)

Chief Financial Officer Magnuson noted that California State Law requires Cities' on an annual basis to adopt an appropriations limit, and recommended Council to approve the item.

Motion by Nelson, seconded by Underhill, and carried a (5-0) vote to approve the recommended actions.

Acting City Administrator Arrula recommended the presentation of Public Hearing Item No. 2.a. prior to the discussion of Regular Agenda Item No. 3.a.

Mayor Wanke called for a recess at 8:08 p.m. Meeting reconvened at 8:20 p.m.

2. PUBLIC HEARING:

2.a. Annual Budget for Fiscal Year 2015-16, and Capital Improvement Program (CIP) Budget for Fiscal Year 2015-22

Fiscal Impact:

ANNUAL CITY BUDGET	Estimated Resources including Transfer In	Appropriations including Transfer Out
General Fund	\$31,501,385	\$31,468,044
Special Revenue Funds	10,167,388	15,013,729
Capital Projects Funds	5,232,725	5,232,725
Enterprise Funds	887,000	1,554,550
Internal Service Funds	10,000	2,483,300
	\$47,798,498	\$55,752,348

Recommended Action: It is recommended that the City Council:

- 1) Open the Public Hearing, receive staff report presentation, receive public testimony, close Public Hearing; and
- 2) Adopt Resolution R-2015-30, A Resolution of the City Council of the City of Placentia, California, adopting the Fiscal Year 2015-16 Annual Budget; and
- 3) Adopt Resolution R-2015-31, A Resolution of the City Council of the City of Placentia, California, adopting the Fiscal Year 2015-22 Capital Improvement Program (CIP) budget with an appropriation of \$5,232,725 for Fiscal Year 2015-16.

(4-1, Councilmember Underhill voted no)

Acting City Administrator Arrula provided a PowerPoint presentation entitled 'Fiscal Year 2015-16 Budget' that included an overview of the budget process, personnel allocations, city departments, Capital Improvement Programs, and a special funds summary.

Councilmember Underhill inquired about the Economic Development division budget and suggested that some of the division items should not be funded by the City and asked to postpone approval of economic development budget.

Councilmember Nelson recommended approval of the budget and that any items listed on the Economic Development budget be brought back to Council for approval.

Mayor Wanke opened the public hearing at 8:46 and called for any public comments on this item, hearing none, Mayor Wanke closed the public hearing at 8:47 p.m.

Motion by Green, seconded by Yamaguchi, and carried a (4-1, Councilmember Underhill voted no) to approve the recommended actions with the amendment that all economic development items be reviewed and approved by City Council.

3. REGULAR AGENDA:

3.a. Adoption of Resolution Authorizing the Position Allocation Plan and Compensation Plan for Fiscal Year 2015-16

Fiscal Impact: Expense: To Be Determined

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution R-2015-32, authorizing the Position Allocation Plan and Compensation Plan for Fiscal Year 2015-16.

(4-1, Councilmember Underhill voted no)

Motion by Yamaguchi, seconded by Green, and carried a (4-1, Councilmember Underhill voted no) vote to approve the recommended action.

CITY COUNCIL/BOARD MEMBERS REQUESTS:

Councilmember Nelson thanked City Staff for all their hard work and services to the City.

Councilmember Underhill thanked Staff for the budget presentation.

Councilmember Green wished everyone a happy 4th of July, and noted that he attended the ribbon cutting ceremony for the Tlaquepaque 50th anniversary. He expressed his condolences to the family of Victoria Tomazic.

Mayor Pro Tem Yamaguchi congratulated the Placentia Rotary for their Cowabunga event. He thanked the Task Force, and the Finance Department and Acting City Administrator Arrula for the presentation of the budget.

Mayor Wanke thanked Staff and Council for all the hard work and for the adoption of the budget. He noted that he attended the Ribbon Cutting Ceremony for the Tlaquepaque 50th anniversary, and the fundraiser event at the Radha Raman temple.

TENTATIVE AGENDA FORECAST

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

- Economic Development Marketing presentation
- Facility Use and Athletic Field Use Policies Revision
- Consideration of a Temporary Commercial Signage Pilot Program to Provide Flexibility on the City's Sign Code Ordinance Relating to Portable Signs

Mayor Wanke requested Staff to continue the existing Temporary Commercial Signage Pilot Program.

ADJOURNMENT:

The City Council/Successor Agency/ICDA Agency Board of Directors adjourned at 8:55 p.m. to July 7, 2015 at 5:30 p.m. in memory of Victoria Tomazic.

CHAD P. WANKE,
MAYOR/AGENCY CHAIR

ATTEST:

PATRICK J. MELIA, CITY CLERK/AGENCY
SECRETARY

**PLACENTIA CITY COUNCIL
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING
JULY 7, 2015
5:30 P.M. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER: Mayor Wanke called meeting to order at 5:33 p.m.

ROLL CALL:

PRESENT: Councilmember/Board Member Green, Nelson, Underhill, Wanke
ABSENT: Yamaguchi

ORAL COMMUNICATIONS: None

CITY COUNCIL:

1. Pursuant to Government Code Section 54956.8:
CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Property: 480 S. Placentia Avenue APN: 339-443-03
Agency Negotiator: Damien R. Arrula, Acting City Administrator
Negotiating Parties: Matz Properties
Under Negotiations: Price and Terms of Payment
2. Pursuant to Government Code Section 54956.8:
CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Property: 207-209 W. Crowther Ave APN: 339-402-05; 07; 08; 11
Agency Negotiator: Damien R. Arrula, Acting City Administrator
Negotiating Parties: Patrick Helgeson, Newport Equities
Under Negotiations: Price and Terms of Payment
3. Pursuant to Government Code Section 54956(b)(1):
PERFORMANCE EVALUATION
Title: City Attorney
4. Pursuant to Government Code Section 54967:
PUBLIC EMPLOYEE APPOINTMENT
Title: City Attorney
5. Pursuant to Government Code Section 54956(b)(1):
PERFORMANCE EVALUATION
Title: Acting City Administrator
6. Pursuant to Government Code Section 54957.6:
CONFERENCE WITH CITY LABOR NEGOTIATOR
Agency Designated Representatives: Damien R. Arrula, Acting City Administrator
Steve Pischel, Dir. Administrative Services
Employee Organizations: Placentia Police Officers Association (PPOA), Placentia Police
Management Association (PPMA), and Placentia City Employees Association (PCEA)

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

CALL TO ORDER: Mayor/Board Chair Wanke called the meeting to order at 7:06 p.m.

ROLL CALL:

PRESENT: Councilmember/Board Member Green, Nelson, Underhill, Yamaguchi, Wanke

ABSENT: None

STAFF PRESENT: Acting City Administrator/Executive Director Damien R. Arrula; City Attorney/Authority Counsel Andrew V. Arczynski; Director of Administrative Services Steve Pischel; Chief Financial Officer Linda G. Magnuson; Chief of Police Ward Smith; Director of Community Services Jonathan K. Nicks; Economic Development Manager Jeanette Ortega; Traffic Engineer Mark Miller; City Clerk Specialist Candice Martinez

INVOCATION: Police Chaplain Kenneth Curry

PLEDGE OF ALLEGIANCE: Mayor Wanke

PRESENTATIONS:

a. **Presentation on Drought Conditions and Water Use Restrictions**

Presenters: Ken Vecchiarelli, Orange County District General Manager for Golden State Water and Gary Melton, Director for Yorba Linda Water District.

Ken Vecchiarelli, from Golden State Water, presented a PowerPoint presentation entitled "California Drought Response: Staged Mandatory Water Conservation and Rationing" that discussed the current drought, water use regulations, Placentia water service, and Schedule 14. 1: Staged Mandatory Water Conservations & Rationing.

Gary Melton, from Yorba Linda Water District (YLWD), continued the presentation discussing the YLWD service area in Placentia, cutting outdoor watering in half, and steps YLWD have taken to achieve Governor Brown's mandate.

City Council thanked the presenters for their report.

CLOSED SESSION REPORT:

Acting City Administrator Arrula reported that City Council has directed Staff to terminate the existing legal services agreement with Andrew V. Arczynski, and Burke, Williams & Sorenson Law Firm and to proceed to negotiate a legal service agreement with Jones & Mayer Law Firm.

CITY ADMINISTRATOR REPORT:

Acting City Administrator Arrula announced the start of the Concert in the Park series that will take place Thursday, July 9, 2015 at Tri-City Park, and the Movies in the Park series will start Friday, July 10, 2015 at Placentia Champions Sports Complex. He announced that the Final Leg Ceremony for the Special Olympic Torch along with Special Olympic athletes and law enforcement from around the world in attendance, will be on Monday, July 20, 2015 at 9:45am at the Placentia Civic Center,

ORAL COMMUNICATIONS:

Blake Montero, resident, expressed his concerns regarding item 1.f., and inquired why the item was not put out to a formal bid process.

Ron Paproski, business owner, expressed his concerns regarding the lack of parking located in Nancita Circle and noted that neighboring businesses consume a majority of the parking spaces. He noted that he was in favor of item 1.g.

Janet Eldridge, business owner, expressed her concerns regarding the lack of parking on Fee Ana Street and noted one business consumes a majority of the parking spaces. She requested for Council to not remove the no stopping any time on the East side of Fee Ana Street.

Ed Garcia, business owner, inquired about the status of the parking structure in the downtown area.

Richard Eldridge, business owner, expressed his concerns regarding the parking issues on the Fee Ana Street, and noted that street sweepers are not able to clean the street due to the number of cars parked along the street. He requested for Council to extend the 3 hour parking limit on Fee Ana Street.

Emil Beresky, resident, discussed the water shortage issues and presented City Council with water saving solutions.

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

Motion by Yamguchi, seconded by Green and carried a (5-0) vote to approve Consent Calendar Item Nos. 1.a. through 1.i. Council Member Green pulled items 1.f. and 1.i. for separate discussion, and Councilmember Underhill pulled items 1.e., 1.g., and 1.h. for separate discussion.

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

Fiscal Impact: None

Recommended Action: Approve.

(Approved 5-0, as recommended)

1.b. Minutes

City Council/Successor/ICDA Regular Meeting – May 19, 2015 and June 2, 2015

Recommended Action: Approve.

(Approved 5-0, as recommended)

1.c. City Fiscal Year 2014-15 Check Register for July 7, 2015

Fiscal Impact: \$2,351,450.37

Recommended Action: It is recommended that the City Council:

1) Receive and file.

(Approved 5-0, as recommended)

1.d. City Fiscal Year 2015-16 Check Register for July 7, 2015

Fiscal Impact: \$61,547.31

Recommended Action: It is recommended that the City Council:

1) Receive and file.

(Approved 5-0, as recommended)

1.e. Renewal of Contract with HdL Coren & Cone for Property Tax Analysis and Auditing Services

Fiscal Impact: Expense: Annual Cost of \$13,860.00 Plus 25% of Misallocated Current Secured Property Tax

Recommended Action: It is recommended that the City Council:

1) Approve the Agreement for Property Tax Consulting/Audit Services with HdL Coren & Cone for property tax analysis and auditing services; and

- 2) Authorize the Acting City Administrator and/or his designee to execute all the necessary documents in a form approved by the City Attorney.
(Approved 5-0, as recommended)

Councilmember Underhill inquired about the service fees and the five (5) year contract extension.

Acting City Administrator Arrula provided a brief overview on the services provided by HdL Coren & Cone for Property Tax Analysis.

Councilmember Underhill requested a three (3) year contract for services

Motion by Wanke, seconded by Underhill, and carried a (5-0) vote to approve the Agreement for Property Tax Consulting/Audit Services with HdL Coren & Cone for property tax analysis and auditing services with the change of term of the contract to 3 years; and Authorize the Acting City Administrator and/or his designee to execute all the necessary documents in a form approved by the City Attorney.

1.f. **Transition of Lease Agreement to Purchase Agreement for Acquisition of Ten (10) Electric Vehicles with Premier Chevrolet of Buena Park Utilizing Available AQMD Grant and California EPA Grant Funding and Application of MSRC Grant Funds for Vehicle Charging Stations**

Fiscal Impact: Expense: \$251,916.40 Total Purchase Expense

Revenue: \$100,000.00 Grant From California EPA, \$151,916.40 AQMD Grant (AB2766 Funds)

Proposed Budget: \$30,383.28 FY 2015-16 AQMD (AB2766 Funds) Account No.: 199595-6165

Recommended Action: It is recommended that the City Council:

- 1) Approve the transition from a lease agreement to a purchase agreement for ten (10) fully electric vehicles from Premier Chevrolet of Buena Park in the amount of \$251,916.40 financed over a sixty (60) month term with \$0 down and 0% APR financing with a \$30,383.28 expenditure during FY 2015-16 of AQMD (AB2766 FUNDS); and
- 2) Authorize the Acting City Administrator or designee to submit an application to the California Environmental Protection Agency (CA EPA) Air Resources Board for the Public Fleet Pilot Project Grant for \$10,000 per vehicle for ten (10) fully electric vehicles for a total grant of \$100,000; and
- 3) Authorize the Acting City Administrator or designee to submit an application to the Mobile Source Air Pollution Reduction Review Committee (MSRC) for the Local Government Match Program to receive up to \$12,000 in grant funding for fleet electric vehicle charging stations; and
- 4) Authorize the Acting City Administrator or designee to execute the necessary documents in a form approved by the City Attorney.

(Approved 4-1, Mayor Pro Tem Yamaguchi voted no)

Councilmember Green inquired about the funding sources for the purchase of ten (10) electric vehicles and if the City would have to pay for the vehicles before receiving grant funds.

Director of Community Services Nicks noted that the first step for the City is to secure grant funding, and noted that he has been collaboratively working with the dealership to have an agreement to purchase the vehicles once grant funding is received. He noted that they City did receive a bid from another dealership.

Councilmember Underhill inquired about the need to purchase ten (10) vehicles.

Director of Community Services Nicks noted that there is a list of all vehicles that are in need of replacement attached to the staff report.

Councilmember Nelson inquired about the costs for maintenance on the current vehicles.

Acting City Administrator Arrula noted that the City had transitioned into contracted services for vehicle maintenance and there are logs for the maintenance services on City vehicles.

Motion by Green, seconded by Nelson, and carried a (4-1, Yamaguchi voted no) vote to approve the recommended actions.

1.g. **Establishment of 3 Hour Parking Limits From 7AM-5PM, Monday through Friday on Nancita Circle and Repeal Resolution 91-R-153 No Stopping Anytime East Side of Fee Ana Street**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution R-2015-34, A Resolution of the City Council of the City of Placentia, Establishing 3 Hour Time Restriction Parking, 7am-5pm, Monday-Friday on Nancita Circle; and
- 2) Adopt Resolution R-2015-35, A Resolution of the City Council of the City of Placentia, Repealing Resolution No. 91-R-157 No Stopping Anytime on East side of Fee Ana Street.

(Approved 5-0, as recommended)

Mayor Wanke stated that the City Clerk received a late comment card and asked if there consensus from Council to allow to requestor to speak.

There was a Consensus from Council to accept the late comment card and allow for an additional oral communication.

Marshall Burke, business owner, expressed his concerns regarding the lack of enforcement for parking violations on Nancita Circle, and noted that he was not in favor of a 3 hour parking restriction.

Councilmember Nelson asked if there was going to be sufficient parking on Fee Ana Street if the City enforces a 3 hour parking restriction on Nancita Circle.

Mark Miller, Traffic Engineer, noted that notices were handed out to business owners regarding the proposed parking restrictions on Nancita Circle and the removal of the No Stopping Zone on Fee Ana Street and received very little opposition. He noted that the removal of the No Stopping Zone on Fee Ana Street will create 33 additional parking spaces. He noted that this item was introduced and discussed with the Traffic Safety Commission.

Mayor Pro Tem Yamaguchi requested for Staff to provide Council with an update in 60 days on parking improvements on Fee Ana Street and Nancita Circle, and a parking permit process for residential and commercial zones in the City.

Motion by Green, seconded by Nelson, and carried a (5-0) vote to approve the recommended action

1.h. **Extension of Agreement with Government Staffing Services, Inc., dba MuniTemps for Interim Chief Deputy City Clerk Services**

Fiscal Impact: FY 2014-15 amount not-to-exceed \$17,000

FY 2015-16 amount not-to-exceed \$9,520 (Account No. 101513-6099)

Recommended Action: It is recommended that the City Council:

- 1) Approve the Agreement Extension with Government Staffing Services, Inc., dba MuniTemps, for Interim Chief Deputy City Clerk services in an amount not-to-exceed \$26,520 (\$17,000 for Fiscal Year 2014-15 and \$9,520 for Fiscal Year 2015-16).

(Approved 5-0, as recommended)

Motion by Underhill, seconded by Green, and carried a (5-0) vote to approve the recommended action.

1.i. **Third Amendment to Orange County Fire Authority (OCFA) Joint Powers Authority Agreement**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. R-2015-36, A Resolution of the City Council of the City of Placentia, California, Approving the Third Amendment to the Orange County Fire Amended Joint Powers Authority Agreement and authorizing its execution.

(3-1-1, Mayor Pro Tem Yamaguchi voted No, Councilmember Underhill abstained)

Councilmember Green provided a brief overview on the Orange County Fire Authority Special meeting that took place on Wednesday, July 1, 2015 regarding the Third Amendment to OCFA Joint Powers Authority Agreement, and noted that this agreement eliminates the appointment of the alternate position.

Motion by Green, seconded by Nelson and carried a (3-1-1), Mayor Pro Tem Yamaguchi voted No, Councilmember Underhill abstained) vote to approve the recommended action.

2. PUBLIC HEARING: None

Mayor Wanke called for a recess at 9:10 p.m. Meeting reconvened at 9:20 p.m.

3. REGULAR AGENDA:

3.a. **May 2015 Treasurer's Report**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Receive and file the May 2015 Treasurer's Report.

(Approved 5-0, as recommended)

City Treasurer Larson presented the May 2015 Treasurer's Report and noted the he has reviewed and recommends approval of the item.

Motion by Nelson, seconded by Wanke, and carried a (5-0) vote to approve the recommended action.

3.b. **Economic Development Marketing and Branding Efforts**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Receive and file.

Acting City Administrator Arrula presented a PowerPoint presentation that provided an overview on the Economic Development Materials. Council was provided with informational documents that are to be used for promotional uses only.

Councilmember Underhill inquired on the total cost for the marketing materials.

Acting City Administrator Arrula stated that the City hired Allegra Consulting to assist with the marketing materials and have spent a total of \$25,000.

Councilmember Underhill requested an update on the results in one (1) year that includes increase in tax revenues.

Motion by Nelson, seconded by Underhill, and carried a (5-0) vote to receive and file the Economic Development Marketing and Branding Efforts.

CITY COUNCIL/BOARD MEMBERS REQUESTS: None

TENTATIVE AGENDA FORECAST

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

- Facility Use and Athletic Field Use Policies Revision.
- Acceptance of Construction Work for the Pedestrian Accessibility Project Phase III.
- Contract Extension for Traffic Signal Maintenance Services.
- Acceptance of Grant Funds from St. Jude Hospital.
- Contract for Legal Services.
- Award contract to establish City's Economic Development Website.

ADJOURNMENT:

The City Council/Successor Agency/ICDA Agency Board of Directors adjourned at 9:43 p.m. to July 21, 2015 at 5:30 p.m. in memory of Barbara Rospaw, Jose V. Ruiz, and Clairee Tynes.

CHAD P. WANKE,
MAYOR/AGENCY CHAIR

ATTEST:

PATRICK J. MELIA, CITY CLERK/AGENCY
SECRETARY

City of Placentia
Check Register
For 07/21/2015

FY 14/15

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
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<u>Check Totals by ID</u>	
AP	506,696.06
EP	0.00
IP	0.00
OP	0.00

<u>Check Totals by Fund</u>	
Fund Name	
101-General Fund (0010)	289,236.04
208-Secsr Agency Ret Oblg (0054)	35.45
225-Asset Seizure (0021)	7,052.45
260-Street Lighting District (0028)	1,200.00
265-Landscape Maintenance (0029)	25,997.27
275-Sewer Maintenance (0048)	780.00
280-Misc Grants Fund (0050)	231.00
401-City Capital Projects (0033)	26,196.77
501-Refuse Administration (0037)	198.46
601-Employee Health & Wfr (0039)	26,584.78
605-Risk Management (0040)	4,761.01
615-Information Technology (0042)	12,486.50
701-Special Deposits (0044)	103,936.33
715-Community Fac District (0047)	8,000.00

Void Total: 0.00
Check Total: 506,696.06

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

Check Total: 506,696.06

Reversed check approved 7/16/15

1.c.
July 21, 2015

City of Placentia
Check Register
For 07/16/2015

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	ADMINISURE V004980	MAY WORKER COMP ADMIN	404580-5165 Workers' Compensation Claims	TK063015	3,423.42	8693		00087832	06/30/2015
MW OH	ARAMARK UNIFORM V004232	FACILITY MAT CLEANING	103554-6290 Dept. Contract Services	Check Total: TK063015	3,423.42 122.14	530743384		00087833	06/30/2015
MW OH	ARAMARK UNIFORM V004232	PW UNIFORMS	103650-6360 Uniforms	TK063015	305.22	503743383	P10406	00087833	06/30/2015
MW OH	AT & T V006635	JUNE PUMP STATION PHONE LINE	109595-6215 / 61138-6215 Telephone	Check Total: TK063015	427.36 37.44	061815		00087834	06/30/2015
MW OH	AT & T V008736	JUNE INTERNET CHARGES	109595-6215 Telephone	Check Total: TK063015	37.44 55.00	JUNE 15		00087835	06/30/2015
MW OH	BANK OF AMERICA V008179	MAY 2015 BANK CHARGES	547525-6099 Other Professional Services	Check Total: TK063015	55.00 35.45	0011923691		00087836	06/30/2015
MW OH	BISHOP CO V000107	PW TOOLS	103652-6301 Special Department Supplies	Check Total: TK063015	35.45 581.16	392445		00087837	06/30/2015
MW OH	CANON FINANCIAL SERVICES V008867	MARCH COPIER LEASES	109595-6175 Office Equipment Rental	Check Total: TK063015	581.16 1,434.61	14721347		00087838	06/30/2015
MW OH	CANON FINANCIAL SERVICES V008867	JUNE COPIER LEASES	109595-6175 Office Equipment Rental	TK063015	1,463.59	15003997		00087838	06/30/2015
MW OH	CBE V008124	MARCH COPIER USAGE	109595-6175 Office Equipment Rental	Check Total: TK063015	2,898.20 2,347.13	IN1685549		00087839	06/30/2015
MW OH	CBE V008124	JUNE COPIER USAGE	109595-6175 Office Equipment Rental	TK063015	1,531.03	IN1694782		00087839	06/30/2015

City of Placentia
Check Register
For 07/16/2015

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	CLASSROOM ESSENTIALS V009772	CHAIRS FOR SR CENTER	103554-6137 / 79278-6137 Repair Maint/Equipment	Check Total: TK063015	3,878.16 2,029.24	15220-SO		00087840	06/30/2015
MW OH	DOG SERVICES UNLIMITED V002335	SPRING INSTRUCTOR PAYMENT	104071-6060 Instructional Services	Check Total: TK063015	2,029.24 422.00	SPRING 2015		00087841	06/30/2015
MW OH	EJ WARD INC V001108	SEWER TRUCK FUEL SYSTEM	333558-6842 / 6200665024-6842 Vehicles	Check Total: TK063015	422.00 395.94	0049593-IN		00087842	06/30/2015
MW OH	EMPIRE PIPE CLEANING AND INPLUG V003109	SEWER LINE @ WILSON ST 484376-6120 R & M/Sewer & Storm Drain		Check Total: TK063015	395.94 780.00	9984		00087843	06/30/2015
MW OH	FIDELITY SECURITY LIFE V008132	JUNE VISION INSURANCE PREMIUM	395000-4740 ISF Employee Optical Costs	Check Total: TK063015	780.00 1,583.80	5043072		00087844	06/30/2015
MW OH	FIDELITY SECURITY LIFE V008132	JUNE VISION INSURANCE PREMIUM	395083-5164 Optical Insurance Premiums	TK063015	1,136.75	5043072		00087844	06/30/2015
MW OH	FORBES, JOSIE V007432	SPRING INSTRUCTOR PAYMENT	104071-6060 Instructional Services	Check Total: TK063015	2,720.55 250.80	SPRING 15		00087845	06/30/2015
MW OH	G2 CONSTRUCTION INC V009688	CATCH BASIN INSTALLATION	333556-6185 / 6112240020-6185 Construction Services	Check Total: TK063015	250.80 2,306.63	BILLING #2	P10583	00087846	06/30/2015
MW OH	G2 CONSTRUCTION INC V009688	CATCH BASIN INSTALLATION	333556-6185 / 6112240161-6185 Construction Services	TK063015	768.87	BILLING #2	P10583	00087846	06/30/2015
MW OH	GAS CO, THE V000909	MAY-JUNE GAS CHARGES	109595-6340 Natural Gas	Check Total: TK063015	3,075.50 835.77	062315		00087847	06/30/2015
				Check Total:	835.77				

City of Placentia
Check Register
For 07/16/2015

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	GLASBY MAINT. SUPPLY COHOOVER VACUUM V000445		103554-6350 Small Tools/Equipment	TK063015	557.60	260442		00087848	06/30/2015
MW OH	GOLDEN STATE WATER V000928	APRIL-JUNE WATER CHARGES	109595-6335 Water	Check Total: TK063015	557.60 15,122.86	061915		00087849	06/30/2015
MW OH	GOLDEN STATE WATER V000928	APRIL-JUNE WATER CHARGES	296561-6335 Water	TK063015	6,602.20	061915		00087849	06/30/2015
MW OH	HI-WAY SAFETY RENTALS V000459	STREET SIGNS	103652-6310 Street Signs	Check Total: TK063015	21,725.06 233.86	32232		00087850	06/30/2015
MW OH	HONEYWELL V001388	REPLACE A/C THERMOSTAT IN PD	103554-6130 Repair & Maint/Facilities	Check Total: TK063015	233.86 438.71	5233194984		00087851	06/30/2015
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6301 Special Department Supplies	Check Total: TK063015	438.71 82.81	2315419-01		00087852	06/30/2015
MW OH	IMPERIAL SPRINKLER V006506	LMD IRRIGATION SUPPLIES	296561-6130 Repair & Maint/Facilities	TK063015	318.72	2316259-00		00087852	06/30/2015
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6301 Special Department Supplies	TK063015	331.97	2319027-00		00087852	06/30/2015
MW OH	LILLEY PLANNING GROUP V008540	MAY PW INSPECTION SVS	0044-2048 / 61135-2048 Engineering Plan Check Deposit	Check Total: TK063015	733.50 200.00	PLA169 B2		00087853	06/30/2015
MW OH	LILLEY PLANNING GROUP V008540	5/6-29 BLDG INSPECTOR SVS	102532-6045 Building Inspection Services	TK063015	620.00	PLA159 C3	P10451	00087853	06/30/2015
MW OH	LILLEY PLANNING GROUP V008540	6/8-18 BLDG INSPECTOR SVS	102532-6045 Building Inspection Services	TK063015	1,920.00	PLA170	P10451	00087853	06/30/2015
MW OH	LILLEY PLANNING GROUP V008540	6/8-17 CHIEF BLDG OFFICIAL SVS	102532-6290 Dept. Contract Services	TK063015	2,380.00	PLA170	P10451	00087853	06/30/2015

City of Placentia
Check Register
For 07/16/2015

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	LILLEY PLANNING GROUP V008540	6/8-18 PW INSPECTOR SVS	103550-6290 Dept. Contract Services	TK063015	1,600.00	PLA170 B1	P10467	00087853	06/30/2015
			Check Total:		6,720.00				
MW OH	MARIPOSA LANDSCAPES INC V000647	6/8-18 LMD LANDSCAPE SVS	296561-6115 Landscaping	TK063015	8,724.38	67680	P10562	00087854	06/30/2015
			Check Total:		8,724.38				
MW OH	MATEMATE-ROPER, V009723	JUNE INSTRUCTOR PAYMENT	104070-6060 Instructional Services	TK063015	50.00	JUNE 2015		00087855	06/30/2015
			Check Total:		50.00				
MW OH	MC FADDEN-DALE V000635	PARTS FOR PARK MAINT	103655-6130 Repair & Maint/Facilities	TK063015	32.40	200889/5		00087856	06/30/2015
			Check Total:		32.40				
MW OH	MENDOZA, JESUS V001427	DEPOSIT REFUND-BACKS	100000-4385 Facility Rental	TK063015	150.00	2000683.002		00087857	06/30/2015
			Check Total:		150.00				
MW OH	PARKHOUSE TIRE INC V004472	TIRES	103658-6134 Vehicle Repair & Maintenance	TK063015	1,233.22	1020148961		00087858	06/30/2015
			Check Total:		1,233.22				
MW OH	PENA-PASCUAL, SANTANA V009415	DEPOSIT REFUND-BACKS	100000-4385 Facility Rental	TK063015	150.00	2000681.002		00087859	06/30/2015
			Check Total:		150.00				
MW OH	PRINCIPAL FINANCIAL V000844	JUNE LIFE INSURANCE PREMIUMS	101511-5163 Life Insurance Premiums	TK063015	60.35	124125595000-00		00087860	06/30/2015
MW OH	PRINCIPAL FINANCIAL V000844	JUNE LIFE INSURANCE PREMIUMS	102020-5163 Life Insurance Premiums	TK063015	196.90	124125595000-00		00087860	06/30/2015
MW OH	PRINCIPAL FINANCIAL V000844	JUNE LIFE INSURANCE PREMIUMS	101512-5163 Life Insurance Premiums	TK063015	126.23	124125595000-00		00087860	06/30/2015
MW OH	PRINCIPAL FINANCIAL V000844	JUNE LIFE INSURANCE PREMIUMS	395083-5163 Life Insurance Premiums	TK063015	402.45	124125595000-00		00087860	06/30/2015

City of Placentia
Check Register
For 07/16/2015

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	785.93				
MW OH	PRINCIPAL LIFE V008141	JUNE DENTAL PREMIUMS	395000-4720 ISF Dental Ins Reimbursement	TK063015	611.52	JUNE 2015		00087861	06/30/2015
MW OH	PRINCIPAL LIFE V008141	JUNE DENTAL PREMIUMS	395083-5162 Dental Insurance Premiums	TK063015	666.40	JUNE 2015		00087861	06/30/2015
				Check Total:	1,277.92				
MW OH	PROCURE AMERICA V009591	OCT-JUNE PRINT MANAGEMENT SVS	09595-6230 Printing & Binding	TK063015	3,603.74	6-1501	P10498	00087862	06/30/2015
				Check Total:	3,603.74				
MW OH	RAGGED ROBIN RANCH INC V009274	6/15-25 PLANNING SERVICES	0044-2048 / 45050-2048 Engineering Plan Check Deposit	TK063015	1,080.00	CR625A		00087863	06/30/2015
MW OH	RAGGED ROBIN RANCH INC V009274	6/23 PLANNING SERVICES	0044-2048 / 45054-2048 Engineering Plan Check Deposit	TK063015	33.75	CR625A		00087863	06/30/2015
MW OH	RAGGED ROBIN RANCH INC V009274	6/15-25 PLANNING SERVICES	102531-6290 Dept. Contract Services	TK063015	6,486.25	CR625	P10340	00087863	06/30/2015
				Check Total:	7,600.00				
MW OH	REIMER, DEBORAH V009346	6/15-25 BLDG PERMIT TECH SVS	102532-6290 Dept. Contract Services	TK063015	2,887.50	0137	P10366	00087864	06/30/2015
				Check Total:	2,887.50				
MW OH	RENEWAL BY ANDERSEN V009769	PERMIT REFUND-644 NENNO	100000-4160 Building Permits	TK063015	288.00	B15-647		00087865	06/30/2015
				Check Total:	288.00				
MW OH	SHRED-IT LOS ANGELES V000905	5/6 SHRED SERVICES	374386-6299 Other Purchased Services	TK063015	99.23	9406194952		00087866	06/30/2015
				Check Total:	99.23				
MW OH	TRAFFIC MANAGEMENT V008463	STREET SIGNS	103652-6310 Street Signs	TK063015	324.00	241015		00087867	06/30/2015
				Check Total:	324.00				
MW OH	TYCO INTERGRATED	SURVEILLANCE CAMERA MAINT	421523-6136	TK063015	772.00	23714381B		00087868	06/30/2015

User: Teri Knutson

Report: AP1400 <2.00>: AP: Check List - New

Page: 5

07/16/2015 :Date
10:37:41 :Time

City of Placentia
Check Register
For 07/16/2015

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V008496		Software Maintenance						
MW OH	UNITED RENTALS NORTH V001082	TRAILER HITCH ADAPTOR	103652-6301 Special Department Supplies	Check Total: TK063015	772.00 84.18	129265273-001		00087869	06/30/2015
MW OH	US BANK PARS #6746022400 V008781	PARS/ARS P/E 6/20 PD 6/26	0010-2126 Employee PARS/ARS W/H	Check Total: TK063015	84.18 1,797.86	062615J		00087870	06/30/2015
MW OH	US BANK PARS #6746022400 V008781	PARS/ARS P/E 6/20 PD 6/26	0010-2131 Employer PARS/ARS Payable	TK063015	1,797.86	062615J		00087870	06/30/2015
MW OH	VERIZON WIRELESS V008735	4/21-5/20 KRAEMER GRADE SEP	109595-6215 Telephone	Check Total: TK063015	3,595.72 38.01	9745979589		00087871	06/30/2015
MW OH	VERIZON WIRELESS V008735	5/21-6/20 IPAD CHARGES	109595-6215 Telephone	TK063015	38.01	9747646508		00087871	06/30/2015
MW OH	VERIZON WIRELESS V008735	5/21-6/20 KRAEMER GRADE SEP	109595-6215 Telephone	TK063015	38.01	9747652550		00087871	06/30/2015
MW OH	VITAL, MARTHA V008256	DEPOSIT REFUND-KRAEMER PARK	100000-4385 Facility Rental	Check Total: TK063015	114.03 100.00	2000684.002		00087872	06/30/2015
MW OH	VIVINT SOLAR V009771	PERMIT REFUND-1831 CANARD	100000-4160 Building Permits	Check Total: TK063015	100.00 188.00	B14-1011		00087873	06/30/2015
MW OH	VIVINT SOLAR V009771	PERMIT REFUND-1831 CANARD	100000-4164 Electrical Permits	TK063015	20.00	B14-1011		00087873	06/30/2015
MW OH	VIVINT SOLAR V009771	PERMIT REFUND-632 JOAN WAY	100000-4160 Building Permits	TK063015	188.00	B14-1035		00087873	06/30/2015
MW OH	VIVINT SOLAR V009771	PERMIT REFUND-632 JOAN WAY	100000-4164 Electrical Permits	TK063015	20.00	B14-1035		00087873	06/30/2015
MW OH	VIVINT SOLAR	PERMIT REFUND-218 RIO GRANDE	100000-4160	TK063015	188.00	B15-087		00087873	06/30/2015

City of Placentia
Check Register
For 07/16/2015

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V009771		Building Permits						
MW OH	VIVINT SOLAR V009771	PERMIT REFUND-218 RIO GRANDE	100000-4164 Electrical Permits	TK063015	20.00	B15-087		00087873	06/30/2015
MW OH	VIVINT SOLAR V009771	PERMIT REFUND-536 BROWER	100000-4164 Electrical Permits	TK063015	96.00	B15-327		00087873	06/30/2015
MW OH	VIVINT SOLAR V009771	PERMIT REFUND-536 BROWER	100000-4160 Building Permits	TK063015	188.00	B15-327		00087873	06/30/2015
				Check Total:	908.00				
MW OH	VULCAN MATERIALS V001102	PAVING ASHALT	103652-6301 Special Department Supplies	TK063015	507.64	70805542		00087874	06/30/2015
				Check Total:	507.64				
MW OH	WESTERN TRANSIT V008280	FEB FARMERS MRKT TRANSPORT	101572-6401 Community Programs	TK063015	550.00	2.2345	P10632	00087875	06/30/2015
MW OH	WESTERN TRANSIT V008280	MARCH FARMERS MRKT TRANSPORT	101572-6401 Community Programs	TK063015	1,375.00	2.2359	P10632	00087875	06/30/2015
MW OH	WESTERN TRANSIT V008280	APR FARMERS MRKT TRANSPORT	101572-6401 Community Programs	TK063015	1,100.00	2.2375	P10632	00087875	06/30/2015
MW OH	WESTERN TRANSIT V008280	MAY FARMERS MARKET TRANSPORT	101572-6401 Community Programs	TK063015	1,100.00	2.2390	P10632	00087875	06/30/2015
				Check Total:	4,125.00				
MW OH	YAM, VANNARY V009768	CLASS REFUND	100000-4340 / 79348-4340 Recreation Programs	TK063015	47.00	2000678.002		00087876	06/30/2015
				Check Total:	47.00				
MW OH	YORBA LINDA WATER V001148	MAY-JUNE WATER CHARGES	109595-6335 Water	TK063015	1,663.75	061515		00087877	06/30/2015
				Check Total:	1,663.75				
MW OH	YUKON MECHANICAL V009770	PEEMIT REFUND-1840 PLACENTIA	100000-4166 Heat/Ventilation Air Cond	TK063015	128.00	B15-455		00087878	06/30/2015
				Check Total:	128.00				

City of Placentia
Check Register
For 07/16/2015

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	ZAMBRANO, FELIPE V003496	P.A.R.K.S SUPPLIES REIMBURSEME	104071-6301 Special Department Supplies	TK063015	90.79	062415		00087879	06/30/2015
MW OH	ALBERT GROVER & V007111	JUNE TRAFFIC ENGINEERING	333552-6015 / 6105615155-6015 Engineering Services	Check Total: TK070715	90.79 300.00	15288-IN	P10552	00087901	07/08/2015
MW OH	ALL CITY MANAGEMENT V000005	6/7-20 CROSSING GUARD SVS	103047-6099 / 50116-6099 Other Professional Services	Check Total: TK070715	300.00 389.01	39765	P10505	00087902	07/08/2015
MW OH	ALL CITY MANAGEMENT V000005	6/7-20 CROSSING GUARD SVS	103047-6099 Other Professional Services	TK070715	1,388.62	39765	P10505	00087902	07/08/2015
MW OH	ALL CITY MANAGEMENT V000005	6/7-20 CROSSING GUARD SVS	103047-6099 / 50116-6099 Other Professional Services	TK070715	2,665.97	39765	P10505	00087902	07/08/2015
MW OH	AT&T V007715	JUNE GAS LINE AT YARD	109595-6215 Telephone	Check Total: TK070715	4,443.60 157.59	JUNE 15		00087903	07/08/2015
MW OH	AT&T V007715	MAY GAS LINE AT YARD	109595-6215 Telephone	TK070715	622.86	MAY 15		00087903	07/08/2015
MW OH	BICKMORE RISK SERVICES V006727	STAFF TRAINING	101512-6250 Staff Training	Check Total: TK070715	780.45 1,320.00	BRS-0012015		00087904	07/08/2015
MW OH	BURKE WILLIAMS & V006247	MAY LEGAL SERVICES	101005-6005 Legal Services	Check Total: TK070715	1,320.00 1,013.22	190179	P10388	00087905	07/08/2015
MW OH	CALIFORNIA MARKETING V009347	LANYARDS	101512-6099 Other Professional Services	Check Total: TK070715	1,013.22 224.29	54386		00087906	07/08/2015
MW OH	CAR WASH OF AMERICA V000771	JUNE CITY CAR WASHES	103658-6134 Vehicle Repair & Maintenance	Check Total: TK070715	224.29 84.93	JUNE 15		00087907	07/08/2015

City of Placentia
Check Register
For 07/16/2015

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	CAR WASH OF AMERICA V000771	JUNE PD CAR WASHES	103658-6134 Vehicle Repair & Maintenance	TK070715	438.49	JUNE 15		00087907	07/08/2015
MW OH	CBE V008124	JUNE COPIER CHARGES	109595-6175 Office Equipment Rental	Check Total: TK070715	523.42 151.05	IN1695573		00087908	07/08/2015
MW OH	CELLEBRITE USA INC V008838	UFED SOFTWARE SUPPORT	213041-6290 Dept. Contract Services	Check Total: TK070715	151.05 3,098.99	156791	P10616	00087909	07/08/2015
MW OH	CITY OF BREA V000125	PRINTING SERVICES	103040-6290 Dept. Contract Services	Check Total: TK070715	3,098.99 103.12	6-2106		00087910	07/08/2015
MW OH	CITY OF BREA V000125	PRINTING SERVICES	103040-6230 Printing & Binding	TK070715	73.00	6-2106		00087910	07/08/2015
MW OH	CITY OF BREA V000125	PRINTING SERVICES	103040-6290 Dept. Contract Services	TK070715	418.05	6-2107		00087910	07/08/2015
MW OH	CITY OF BREA V000125	PRINTING SERVICES	102021-6230 Printing & Binding	TK070715	258.88	6-2108		00087910	07/08/2015
MW OH	CITY OF BREA V000125	PRINTING SERVICES	103047-6230 Printing & Binding	TK070715	642.87	6-2108		00087910	07/08/2015
MW OH	CREATIVE MANAGEMENT V004369	HR CONSULTING SVS	101512-6001 Management Consulting Services	Check Total: TK070715	1,495.92 1,105.00	0502215		00087911	07/08/2015
MW OH	DIVISION OF THE STATE V008904	SB1186 2ND QTR TAXES	0044-2032 SB 1186 BL State Fee	Check Total: TK070715	1,105.00 703.00	063015		00087912	07/08/2015
MW OH	DIVISION OF THE STATE V008904	SB1186 2ND QTR TAXES	100000-4101 Gross Receipts	TK070715	-492.10	063015		00087912	07/08/2015
MW OH	EMPIRE MEDIA	JUNE MEDIA SERVICES	441573-6099	Check Total: TK070715	210.90 3,926.13	PLA-15-006	P10351	00087913	07/08/2015

City of Placentia
Check Register
For 07/16/2015

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V005067		Other Professional Services						
MW OH	EMPLOYMENT V000203	MARCH UNEMPLOYMENT CHARGES	404581-5155 Employee Insurance Claims	Check Total: TK070715	3,926.13 811.74	38083264		00087914	07/08/2015
MW OH	FAIRWAY FORD V000376	VEHICLE PARTS	103658-6290 Dept. Contract Services	Check Total: TK070715	811.74 89.86	209337		00087915	07/08/2015
MW OH	FAIRWAY FORD V000376	VEHICLE PARTS	103658-6290 Dept. Contract Services	TK070715	151.16	209338		00087915	07/08/2015
				Check Total:	241.02				
MW OH	GAS CO, THE V000909	MAY-JUNE GAS CHARGES	109595-6340 Natural Gas	TK070715	29.59	070115		00087916	07/08/2015
				Check Total:	29.59				
MW OH	GOLDEN STATE WATER V000928	APRIL-JUNE WATER CHARGES	109595-6335 Water	TK070715	552.32	062515		00087917	07/08/2015
				Check Total:	552.32				
MW OH	HONEYWELL V001388	A/C REPAIRS	103554-6290 Dept. Contract Services	TK070715	327.32	5233223537	P10372	00087918	07/08/2015
MW OH	HONEYWELL V001388	A/C REPAIRS	103554-6290 Dept. Contract Services	TK070715	1,146.79	5233240075	P10372	00087918	07/08/2015
MW OH	HONEYWELL V001388	A/C REPAIRS	103554-6290 Dept. Contract Services	TK070715	253.60	5233240076	P10372	00087918	07/08/2015
				Check Total:	1,727.71				
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS	103043-6360 Uniforms	TK070715	161.98	10576		00087919	07/08/2015
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS	103047-6360 Uniforms	TK070715	194.40	12735		00087919	07/08/2015
				Check Total:	356.38				
MW OH	LILLEY PLANNING GROUP	MAY BLDG INSPECTOR SVS	102532-6045	TK070715	500.00	PLA160 C1	P10451	00087920	07/08/2015

User: Teri Knutson

Report: AP1400 <2.00>: AP: Check List - New

Page: 10

07/16/2015 :Date
10:37:41 :Time

City of Placentia
Check Register
For 07/16/2015

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V008540		Building Inspection Services						
MW OH	LILLEY PLANNING GROUP V008540	6/10-17 BLDG INSPECTOR SVS	102532-6045 Building Inspection Services	TK070715	100.00	PLA160 C2	P10451	00087920	07/08/2015
MW OH	LILLEY PLANNING GROUP V008540	MAY BLDG INSPECTOR SVS	102532-6045 / 61135-6045 Building Inspection Services	TK070715	1,020.00	PLA160 C3	P10451	00087920	07/08/2015
MW OH	LILLEY PLANNING GROUP V008540	6/22-7/2 PW INSPECTOR SVS	103550-6290 Dept. Contract Services	TK070715	1,600.00	PLA171 B1	P10467	00087920	07/08/2015
			Check Total:		3,220.00				
MW OH	MANSFIELD ROOFING V009691	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	TK070715	100.00	30-15-052		00087921	07/08/2015
			Check Total:		100.00				
MW OH	MATTHEW BENDER & CO INCA V000163	PENAL CODE RULE BOOK	103041-6301 Special Department Supplies	TK070715	97.20	72293322		00087922	07/08/2015
			Check Total:		97.20				
MW OH	MC FADDEN-DALE V000635	PW TOOLS	103554-6350 Small Tools/Equipment	TK070715	32.35	201088/5		00087923	07/08/2015
			Check Total:		32.35				
MW OH	MIWALL CORPORATION V009776	AMMUNITION	103043-6301 Special Department Supplies	TK070715	1,087.89	4534		00087924	07/08/2015
			Check Total:		1,087.89				
MW OH	MUNITEMPS V009595	4/6-17 CITY CLERK SERVICES	101513-6099 Other Professional Services	TK070715	5,674.81	125519	P10611	00087925	07/08/2015
MW OH	MUNITEMPS V009595	4/20-5/1 CITY CLERK SERVICES	101513-6099 Other Professional Services	TK070715	5,243.44	125564	P10611	00087925	07/08/2015
			Check Total:		10,918.25				
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	101512-6315 Office Supplies	TK070715	91.16	0484731		00087926	07/08/2015
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	101512-6315 Office Supplies	TK070715	69.71	0490951		00087926	07/08/2015

City of Placentia
Check Register
For 07/16/2015

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	101512-6315 Office Supplies	TK070715	68.80	049125I		00087926	07/08/2015
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	101512-6315 Office Supplies	TK070715	6.80	049343		00087926	07/08/2015
MW OH	OFFICE INDUSTRIES V007477	RECYCLED PAPER	109595-6315 Office Supplies	TK070715	244.13	049385		00087926	07/08/2015
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	101572-6315 Office Supplies	TK070715	72.55	049388I		00087926	07/08/2015
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	101511-6315 Office Supplies	TK070715	25.76	049395I		00087926	07/08/2015
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	TK070715	417.93	049414I		00087926	07/08/2015
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	101511-6315 Office Supplies	TK070715	7.44	049416I		00087926	07/08/2015
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	101572-6315 Office Supplies	TK070715	16.51	049424I		00087926	07/08/2015
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	TK070715	87.06	049425I		00087926	07/08/2015
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6301 Special Department Supplies	TK070715	7.45	049425I		00087926	07/08/2015
MW OH	OFFICE INDUSTRIES V007477	RECYCLED PAPER	109595-6315 Office Supplies	TK070715	146.48	049447		00087926	07/08/2015
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	102020-6315 Office Supplies	TK070715	104.00	049472I		00087926	07/08/2015
Check Total:					1,365.78				
MW OH	PARTS SOURCE V000817	BALL BEARINGS	103658-6301 Special Department Supplies	TK070715	20.46	88845		00087927	07/08/2015
Check Total:					20.46				
MW OH	PSYCH CONSULT ASSOC INC/MAY PRE EMPLOYMENT EXAM V009259		101512-6099 Other Professional Services	TK070715	400.00	521574		00087928	07/08/2015

City of Placentia
Check Register
For 07/16/2015

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	SA AQUATICS V002842	MAY FOUNTAIN MAINT	0010-1220 Accts Rec/Plac Library Dist	Check Total: TK070715	400.00 142.50	204158		00087929	07/08/2015
MW OH	SA AQUATICS V002842	MAY FOUNTAIN MAINT	103554-6290 Dept. Contract Services	TK070715	142.50	204158		00087929	07/08/2015
MW OH	SHRED-IT LOS ANGELES V000905	6/26 SHRED DOC SERVICES	374386-6299 Other Purchased Services	Check Total: TK070715	285.00 99.23	9406374556		00087930	07/08/2015
MW OH	SOUTHERN CALIFORNIA V000910	MAY-JUNE ELECTRICAL CHARGES	0010-1220 Accts Rec/Plac Library Dist	Check Total: TK070715	99.23 7,915.56	062515		00087931	07/08/2015
MW OH	SOUTHERN CALIFORNIA V000910	MAY-JUNE ELECTRICAL CHARGES	0010-1224 AR/City of Fullerton	TK070715	143.65	062515		00087931	07/08/2015
MW OH	SOUTHERN CALIFORNIA V000910	MAY-JUNE ELECTRICAL CHARGES	0010-1232 Accts Rec/City of Anaheim	TK070715	20.55	062515		00087931	07/08/2015
MW OH	SOUTHERN CALIFORNIA V000910	MAY-JUNE ELECTRICAL CHARGES	296561-6330 Electricity	TK070715	127.59	062515		00087931	07/08/2015
MW OH	SOUTHERN CALIFORNIA V000910	MAY-JUNE ELECTRICAL CHARGES	109595-6330 Electricity	TK070715	23,840.30	062515		00087931	07/08/2015
MW OH	SOUTHERN CALIFORNIA V000910	MAY-JUNE ELECTRICAL CHARGES	109595-6330 / 61139-6330 Electricity	TK070715	69.77	062515		00087931	07/08/2015
MW OH	SOUTHERN CALIFORNIA V000910	MAY-JUNE ELECTRICAL CHARGES	109595-6330 / 61138-6330 Electricity	TK070715	342.62	062515		00087931	07/08/2015
MW OH	SPARKLETTTS V000967	JUNE WATER/COFFEE SUPPLIES	109595-6301 Special Department Supplies	Check Total: TK070715	32,460.04 1,437.59	061715		00087932	07/08/2015
MW OH	SPRINT V006533	5/26-6/25 PD RELAY SVS	109595-6215 Telephone	Check Total: TK070715	1,437.59 37.99	313574471-044		00087933	07/08/2015

City of Placentia
Check Register
For 07/16/2015

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	SPRINT V006126	JUNE PD FRAME RELAY SVS	109595-6215 Telephone	Check Total: TK070715	37.99 611.21	95061151000736		00087934	07/08/2015
MW OH	SUBURBAN PROPANE V000971	PROPANE	103658-6345 Gasoline & Diesel Fuel	Check Total: TK070715	611.21 7.48	87613		00087935	07/08/2015
MW OH	TASER INTERNATIONAL V002552	TASER CARTRIDGES	213041-6840 Machinery & Equipment	Check Total: TK070715	7.48 3,953.46	SI403705	P10622	00087936	07/08/2015
MW OH	THE SAUCE CREATIVE V007476	MOVIES IN THE PARK FLYERS	104071-6301 Special Department Supplies	Check Total: TK070715	3,953.46 216.00	1641A		00087937	07/08/2015
MW OH	TRAFFIC MANAGEMENT V008463	PAINT, STREET REPAIR MATERIALS	103652-6301 Special Department Supplies	Check Total: TK070715	216.00 473.85	242322		00087938	07/08/2015
MW OH	TRAFFIC MANAGEMENT V008463	STREET SIGNS	103652-6310 Street Signs	TK070715	964.80	243687		00087938	07/08/2015
MW OH	TRANSUNION RISK & V009317	JUNE DATABASE TRANSACTIONS	103042-6299 Other Purchased Services	Check Total: TK070715	1,438.65 110.00	070115		00087939	07/08/2015
MW OH	TRIPEI SMITH & V007848	4/2 IT CONSULTING SVS	421523-6290 Dept. Contract Services	Check Total: TK070715	110.00 62.50	1450	P10432	00087940	07/08/2015
MW OH	VULCAN MATERIALS V001102	ASPHALT	103652-6301 Special Department Supplies	Check Total: TK070715	62.50 298.43	70812966		00087941	07/08/2015
MW OH	VULCAN MATERIALS V001102	ASPHALT	103652-6301 Special Department Supplies	TK070715	298.43	70814956		00087941	07/08/2015
				Check Total:	596.86				

City of Placentia
Check Register
For 07/16/2015

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	WAXIE SANITARY SUPPLY V001132	JANITORIAL SUPPLIES	103554-6301 Special Department Supplies	TK070715	333.11	75354306		00087942	07/08/2015
			Check Total:		333.11				
MW IP	MANAGED MOBILE INC V009496	VEHICLE MAINTENANCE	103658-6134 Vehicle Repair & Maintenance	TK071415	1,009.47	70902	P10610	00087962	07/14/2015
MW IP	MANAGED MOBILE INC V009496	VEHICLE MAINTENANCE	103658-6134 Vehicle Repair & Maintenance	TK071415	2,247.81	70543	P10628	00087962	07/14/2015
MW IP	MANAGED MOBILE INC V009496	VEHICLE MAINTENANCE	103658-6134 Vehicle Repair & Maintenance	TK071415	458.10	70620	P10628	00087962	07/14/2015
MW IP	MANAGED MOBILE INC V009496	VEHICLE MAINTENANCE	103658-6134 Vehicle Repair & Maintenance	TK071415	316.80	70653	P10628	00087962	07/14/2015
MW IP	MANAGED MOBILE INC V009496	VEHICLE MAINTENANCE	103658-6134 Vehicle Repair & Maintenance	TK071415	758.76	70832	P10628	00087962	07/14/2015
MW IP	MANAGED MOBILE INC V009496	VEHICLE MAINTENANCE	103658-6134 Vehicle Repair & Maintenance	TK071415	653.28	70833	P10628	00087962	07/14/2015
			Check Total:		5,444.22				
MW OH	ALBERT GROVER & V007111	MAY GRADE SEP TRAFFIC ENGINEER	33552-6015 / 61140-6015 Engineering Services	TK071515	630.00	15236-IN		00087963	07/16/2015
MW OH	ALBERT GROVER & V007111	JUNE GRADE SEP TRAFFIC ENGINEER	33552-6015 / 61141-6015 Engineering Services	TK071515	135.00	15286-IN		00087963	07/16/2015
MW OH	ALBERT GROVER & V007111	JUNE GRADE SEP TRAFFIC ENGINEER	33552-6015 / 61140-6015 Engineering Services	TK071515	1,155.00	15287-IN		00087963	07/16/2015
MW OH	ALBERT GROVER & V007111	MAY TRAFFIC ENGINEER SVS	103550-6015 Engineering Services	TK071515	10,037.05	15235-IN	P10527	00087963	07/16/2015
MW OH	ALBERT GROVER & V007111	JUNE TRAFFIC ENGINEER SVS	103550-6015 Engineering Services	TK071515	7,009.45	15285-IN	P10527	00087963	07/16/2015
MW OH	ALBERT GROVER & V007111	JUNE TRAFFIC ENGINEER SVS	103550-6015 Engineering Services	TK071515	3,240.44	15285-IN	P10527	00087963	07/16/2015
			Check Total:		22,206.94				
MW OH	ARCZYNSKI, ANDREW V	JUNE LEGAL SERVICES	286560-6005	TK071515	1,200.00	063015		00087964	07/16/2015

User: Teri Knutson

Report: AP1400 <2.00>: AP: Check List - New

Page: 15

07/16/2015 :Date
10:37:41 :Time

City of Placentia
Check Register
For 07/16/2015

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V005588		Legal Services						
MW OH	ARCZYNSKI, ANDREW V V005588	JUNE LEGAL SERVICES	296561-6005 Legal Services	TK071515	1,500.00	063015		00087964	07/16/2015
MW OH	ARCZYNSKI, ANDREW V V005588	JUNE LEGAL SERVICES	476562-6005 Legal Services	TK071515	8,000.00	063015		00087964	07/16/2015
MW OH	ARCZYNSKI, ANDREW V V005588	JUNE LEGAL SERVICES	101005-6005 Legal Services	TK071515	25,472.27	063015	P10383	00087964	07/16/2015
Check Total:					36,172.27				
MW OH	BEARD ELECTRIC V004055	ELECTRICAL MAINT-KRAEMER BLVD	103554-6290 / 61139-6290 Dept. Contract Services	TK071515	982.50	49737	P10560	00087965	07/16/2015
MW OH	BEARD ELECTRIC V004055	ELECTRICAL MAINT-MELROSE ST	103554-6130 Repair & Maint/Facilities	TK071515	336.50	49738	P10560	00087965	07/16/2015
Check Total:					1,319.00				
MW OH	CBE V008124	MAY WHITTEN COPIER LEASE	101572-6135 Repair/Maint Off Furn & Eqp	TK071515	46.63	IN1698377		00087966	07/16/2015
MW OH	CBE V008124	JUNE WHITTEN COPIER LEASE	101572-6135 Repair/Maint Off Furn & Eqp	TK071515	34.35	IN1698496		00087966	07/16/2015
Check Total:					80.98				
MW OH	CITY OF FULLERTON V000385	4/27-5/29 SHARED SIGNAL MAINT	103652-6099 Other Professional Services	TK071515	100.70	AR125740		00087967	07/16/2015
Check Total:					100.70				
MW OH	CITY OF LA HABRA V000600	JAN-MAR COURT LIASON SVS	103047-6099 Other Professional Services	TK071515	5,900.00	LH-12-303-AR		00087968	07/16/2015
Check Total:					5,900.00				
MW OH	CLEAN CITY V007411	MAY GRAFFITI REMOVAL SVS	103652-6290 Dept. Contract Services	TK071515	19,273.00	730	P10437	00087969	07/16/2015
Check Total:					19,273.00				
MW OH	COMCATE SOFTWARE INC V009760	CODE ENFORCEMENT SOFTWARE	333523-6899 / 3004040011-6899 Other Capital Outlay	TK071515	7,500.00	5914	P10620	00087970	07/16/2015

City of Placentia
Check Register
For 07/16/2015

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	COMCATE SOFTWARE INC V009760	CODE ENFORCEMENT SOFTWARE	333523-6899 / 3004040158-6899 Other Capital Outlay	TK071515	7,500.00	5914	P10620	00087970	07/16/2015
MW OH	COMCATE SOFTWARE INC V009760	CODE ENFORCEMENT SOFTWARE	421523-6290 Dept. Contract Services	TK071515	9,951.00	5914	P10620	00087970	07/16/2015
			Check Total:		24,951.00				
MW OH	EVERBANK COMMERCIAL V009592	APRIL PRINT MANAGEMENT SVS	109595-6230 Printing & Binding	TK071515	2,864.25	3150839	P10499	00087971	07/16/2015
MW OH	EVERBANK COMMERCIAL V009592	MAY PRINT MANAGEMENT SVS	109595-6230 Printing & Binding	TK071515	2,112.48	3192113	P10499	00087971	07/16/2015
MW OH	EVERBANK COMMERCIAL V009592	JUNE PRINT MANAGEMENT SVS	109595-6230 Printing & Binding	TK071515	1,869.75	3235176	P10499	00087971	07/16/2015
			Check Total:		6,846.48				
MW OH	FAIRWAY FORD V000376	VEHICLE PARTS	103658-6301 Special Department Supplies	TK071515	119.88	208565		00087972	07/16/2015
MW OH	FAIRWAY FORD V000376	VEHICLE REPAIRS	103658-6134 Vehicle Repair & Maintenance	TK071515	342.00	C85109		00087972	07/16/2015
			Check Total:		461.88				
MW OH	FEDEX V000394	SHIPPING CHARGES	101511-6325 Postage	TK071515	35.59	5-084-46885		00087973	07/16/2015
			Check Total:		35.59				
MW OH	KBI & ASSOCIATES V002106	ADULT SPORTS UNIFORMS	104071-6301 / 79105-6301 Special Department Supplies	TK071515	335.30	16026		00087974	07/16/2015
MW OH	KBI & ASSOCIATES V002106	ADULT SPORTS UNIFORMS	104071-6301 / 79364-6301 Special Department Supplies	TK071515	280.30	16026		00087974	07/16/2015
			Check Total:		615.60				
MW OH	KNOWLES-MCNIFF INC V000558	JUNE SOFTWARE MAINT	421523-6136 Software Maintenance	TK071515	1,701.00	INV90728		00087975	07/16/2015
			Check Total:		1,701.00				
MW OH	LILLEY PLANNING GROUP	6/22-7/2 BLDG INSPECTOR SVS	102532-6045	TK071515	1,440.00	PLA171		00087976	07/16/2015

City of Placentia
Check Register
For 07/16/2015

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V008540		Building Inspection Services						
MW OH	LILLEY PLANNING GROUP	6/22-6/30 BLDG OFFICIAL SVS	102532-6290	TK071515	2,380.00	PLA171		00087976	07/16/2015
	V008540		Dept. Contract Services						
			Check Total:		3,820.00				
MW OH	MARIPOSA LANDSCAPES INC	UNE LMD LANDSCAPE MAINT	296561-6115	TK071515	8,724.38	69225	P10562	00087977	07/16/2015
	V000647		Landscaping						
MW OH	MARIPOSA LANDSCAPES INC	UNE LANDSCAPE MAINT	0010-1220	TK071515	1,452.49	69226	P10562	00087977	07/16/2015
	V000647		Accts Rec/Plac Library Dist						
MW OH	MARIPOSA LANDSCAPES INC	UNE LANDSCAPE MAINT	103655-6115	TK071515	35,700.87	69226	P10562	00087977	07/16/2015
	V000647		Landscaping						
			Check Total:		45,877.74				
MW OH	MARTINEZ, RICHARD	EXCURSION REFUND	100000-4340	TK071515	90.00	2000644.002		00087978	07/16/2015
	V009777		Recreation Programs						
			Check Total:		90.00				
MW OH	MC FADDEN-DALE	FACILITY REPAIR SUPPLIES	103554-6350	TK071515	49.79	167628/5		00087979	07/16/2015
	V000635		Small Tools/Equipment						
			Check Total:		49.79				
MW OH	NELSON, SCOTT	LEAGUE EXEC FORUM	101001-6245	TK071515	661.06	071315		00087980	07/16/2015
	V003479		Meetings & Conferences						
			Check Total:		661.06				
MW OH	ORANGE COUNTY	APR-JUNE SEWER FACILITY FEES	0044-2037	TK071515	96,362.00	063015		00087981	07/16/2015
	V000698		County Sanitation Dist Fee						
MW OH	ORANGE COUNTY	APR-JUNE SEWER FACILITY FEES	100000-4364	TK071515	-4,818.10	063015		00087981	07/16/2015
	V000698		Sanitation Collect Fees						
			Check Total:		91,543.90				
MW OH	PAK WEST PAPER &	JANITORIAL SUPPLIES	103554-6301	TK071515	1,710.64	PINV170709		00087982	07/16/2015
	V000815		Special Department Supplies						
			Check Total:		1,710.64				
MW OH	PATEL, KAVITA	PERMIT REFUND	100000-4162	TK071515	40.00	B15-455		00087983	07/16/2015

User: Teri Knutson

Report: AP1400 <2.00>: AP: Check List - New

Page: 18

07/16/2015 :Date
10:37:41 :Time

City of Placentia
Check Register
For 07/16/2015

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V009780		Plumbing Permits						
			Check Total:		40.00				
MW OH	PLACENTIA, CITY OF V000822	ATAC MTG, COMMANDERS MTG	103040-6245 Meetings & Conferences	TK071515	67.00	063015		00087984	07/16/2015
MW OH	PLACENTIA, CITY OF V000822	SPECIAL OLYMPICS SUPPLIES	103040-6301 Special Department Supplies	TK071515	23.01	063015		00087984	07/16/2015
MW OH	PLACENTIA, CITY OF V000822	OFFICE SUPPLIES	103041-6301 Special Department Supplies	TK071515	27.17	063015		00087984	07/16/2015
MW OH	PLACENTIA, CITY OF V000822	OFFICE SUPPLIES	103047-6301 Special Department Supplies	TK071515	33.47	063015		00087984	07/16/2015
			Check Total:		150.65				
MW OH	PLINSKI, DIXIE V004799	CLASS REFUND	100000-4340 Recreation Programs	TK071515	110.00	2000690.002		00087985	07/16/2015
			Check Total:		110.00				
MW OH	RBF CONSULTING V009460	GENERAL PLAN UPDATE SVS	332531-6017 / 6108670159-6017 Special Studies	TK071515	300.00	910401	P10519	00087986	07/16/2015
			Check Total:		300.00				
MW OH	RELiance STANDARD LIFE APRIL SUPPLEMENTAL INSURANCE V008214	APRIL SUPPLEMENTAL INSURANCE	0010-2186 Optional Life Insurance	TK071515	487.33	APR 15		00087987	07/16/2015
MW OH	RELiance STANDARD LIFE APRIL LONG TERM DISABILITY V008214	APRIL LONG TERM DISABILITY	395000-4730 ISF LTD Ins Reimbursements	TK071515	2,750.01	APR 15A		00087987	07/16/2015
MW OH	RELiance STANDARD LIFE APRIL LIFE INSURANCE V008214	APRIL LIFE INSURANCE	395000-4725 ISF Life Ins Reimbursements	TK071515	2,933.65	APR 15B		00087987	07/16/2015
MW OH	RELiance STANDARD LIFE MARCH SUPPLEMENTAL INSURANCE V008214	MARCH SUPPLEMENTAL INSURANCE	0010-2186 Optional Life Insurance	TK071515	487.33	JUNE 15		00087987	07/16/2015
MW OH	RELiance STANDARD LIFE JUNE LONG TERM DISABILITY V008214	JUNE LONG TERM DISABILITY	395000-4730 ISF LTD Ins Reimbursements	TK071515	2,663.15	JUNE 15A		00087987	07/16/2015
MW OH	RELiance STANDARD LIFE JUNE LIFE INSURANCE V008214	JUNE LIFE INSURANCE	395000-4725 ISF Life Ins Reimbursements	TK071515	2,769.89	JUNE 15B		00087987	07/16/2015

City of Placentia
Check Register
For 07/16/2015

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	RELiance STANDARD LIFE JUNE SHORT TERM DISABILITY V008214		109595-5169 STD Ins Premium	TK071515	2,265.69	JUNE 15C		00087987	07/16/2015
MW OH	RELiance STANDARD LIFE MARCH SUPPLEMENTAL INSURANCE V008214		Optional Life Insurance CH010-2186	TK071515	487.33	MAR 15		00087987	07/16/2015
MW OH	RELiance STANDARD LIFE MARCH LONG TERM DISABILITY V008214		395000-4730 ISF LTD Ins Reimbursements	TK071515	2,696.14	MAR 15A		00087987	07/16/2015
MW OH	RELiance STANDARD LIFE MARCH LIFE INSURANCE V008214		395000-4725 ISF Life Ins Reimbursements	TK071515	2,937.98	MAR 15B		00087987	07/16/2015
MW OH	RELiance STANDARD LIFE MARCH SUPPLEMENTAL INSURANCE V008214		Optional Life Insurance CH010-2186	TK071515	487.33	MAY 15		00087987	07/16/2015
MW OH	RELiance STANDARD LIFE MAY LONG TERM DISABILITY V008214		395000-4730 ISF LTD Ins Reimbursements	TK071515	2,663.15	MAY 15A		00087987	07/16/2015
MW OH	RELiance STANDARD LIFE MAY LIFE INSURANCE V008214		395000-4725 ISF Life Ins Reimbursements	TK071515	2,769.89	MAY 15B		00087987	07/16/2015
MW OH	RELiance STANDARD LIFE MAY SHORT TERM DISABILITY V008214		109595-5169 STD Ins Premium	TK071515	2,265.69	MAY 15C		00087987	07/16/2015
					Check Total:	28,664.56			
MW OH	SA AQUATICS V002842	JUNE FOUNTAIN MAINT	0010-1220 Accts Rec/Plac Library Dist	TK071515	142.50	204175		00087988	07/16/2015
MW OH	SA AQUATICS V002842	JUNE FOUNTAIN MAINT	103554-6290 Dept. Contract Services	TK071515	142.50	204175		00087988	07/16/2015
					Check Total:	285.00			
MW OH	SIEMENS INDUSTRY INC V008785	GRADE SEP INTERSECTION MAINT	333552-6015 / 61142-6015 Engineering Services	TK071515	2,118.33	5620002098		00087989	07/16/2015
MW OH	SIEMENS INDUSTRY INC V008785	JUNE ROUTINE SIGNAL MAINT	0010-1224 AR/City of Fullerton	TK071515	176.80	5610006403	P10414	00087989	07/16/2015
MW OH	SIEMENS INDUSTRY INC V008785	JUNE ROUTINE SIGNAL MAINT	0010-1226 AR/City of Yorba Linda	TK071515	127.50	5610006403	P10414	00087989	07/16/2015
MW OH	SIEMENS INDUSTRY INC V008785	JUNE ROUTINE SIGNAL MAINT	103652-6099 Other Professional Services	TK071515	4,085.27	5610006403	P10414	00087989	07/16/2015

City of Placentia
Check Register
For 07/16/2015

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	SIEMENS INDUSTRY INC V008785	JUNE ROUTINE SIGNAL MAINT	0010-1228 AR/County of Orange	TK071515	28.05	5610006403	P10414	00087989	07/16/2015
MW OH	SIEMENS INDUSTRY INC V008785	JUNE ROUTINE SIGNAL MAINT	0010-1232 Accts Rec/City of Anaheim	TK071515	182.38	5610006403	P10414	00087989	07/16/2015
			Check Total:		6,718.33				
MW OH	SINGH, RACHANA V009778	CLASS REFUNDS	100000-4340 Recreation Programs	TK071515	286.00	2000687.002		00087990	07/16/2015
			Check Total:		286.00				
MW OH	ST JOSEPH HERITAGE V001728	JUNE EMPLOYEE EXAMS	404580-5165 Workers' Compensation Claims	TK071515	320.00	46508		00087991	07/16/2015
MW OH	ST JOSEPH HERITAGE V001728	JUNE MEDICAL CHARGES	404580-5165 Workers' Compensation Claims	TK071515	205.85	47045		00087991	07/16/2015
			Check Total:		525.85				
MW OH	STATE OF CALIFORNIA V000184	APR-JUNE STRONG MOTION FEES	0044-2030 Strong Motion Fees/Res.	TK071515	1,352.83	040115-063015		00087992	07/16/2015
MW OH	STATE OF CALIFORNIA V000184	APR-JUNE STRONG MOTION FEES	100000-4364 Sanitation Collect Fees	TK071515	-76.57	040115-063015		00087992	07/16/2015
MW OH	STATE OF CALIFORNIA V000184	APR-JUNE STRONG MOTION FEES	0044-2035 Strong Motion Fees/Non-Res	TK071515	178.62	040115-063015		00087992	07/16/2015
			Check Total:		1,454.88				
MW OH	SUPERIOR PAVEMENT V009006	6/24-30 TRAFFIC STRIPING	103652-6132 Repair & Maintenance/Streets	TK071515	21,278.89	6089	P10608	00087993	07/16/2015
			Check Total:		21,278.89				
MW OH	T-MOBILE V004339	JUNE CELL PHONE CHARGES	109595-6215 Telephone	TK071515	684.24	JUNE 15		00087994	07/16/2015
MW OH	T-MOBILE V004339	JUNE PD CELL PHONE CHARGES	109595-6215 Telephone	TK071515	1,217.94	JUNE PD 15		00087994	07/16/2015
			Check Total:		1,902.18				
MW OH	TOM DODSON & ASSOCIATES	GENERAL PLAN CEQA SVS	332531-6017 / 6108670159-6017	TK071515	3,087.00	PLA-088-9	P10447	00087995	07/16/2015

City of Placentia
Check Register
For 07/16/2015

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V009472		Special Studies						
			Check Total:		3,087.00				
MW OH	WM CURBSIDE INC	JUNE USED OIL PICK-UP	504315-6301	TK071515	231.00	0001147-2960-1		00087996	07/16/2015
	V000230		Special Department Supplies						
			Check Total:		231.00				
			Type Total:		506,696.06				
			Check Total:		506,696.06				

City of Placentia
Check Register
For 07/21/2015

FY 15/16

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
			Grand Total:		347,834.74				

Check Totals by ID	
AP	339,753.70
EP	8,081.04
IP	0.00
OP	0.00

Fund Name	Check Totals by Fund
101-General Fund (0010)	54,019.29
265-Landscape Maintenance (0029)	351.03
275-Sewer Maintenance (0048)	384.13
501-Refuse Administration (0037)	200.78
601-Employee Health & Welfare (0039)	126,498.51
605-Risk Management (0040)	161,148.00
701-Special Deposits (0044)	5,233.00

Void Total: 0.00
Check Total: 347,834.74

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

Reversed and approved 7/16/15
by [signature]

Check Total: 347,834.74

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July 21, 2015

City of Placentia
Check Register
For 07/16/2015

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	ALLIANCE AUDIO V009043	CONCERTS IN THE PARK SOUND	SVS04074-6265 / 79386-6265 Entertainment Services	TK070115	2,025.00	2503	P10630	00087880	07/01/2015
				Check Total:	2,025.00				
MW OH	BLACKMAN, HAILE V007717	7/16 CONCERT IN THE PARK	104074-6299 / 79386-6299 Other Purchased Services	TK070115	950.00	071615		00087881	07/01/2015
				Check Total:	950.00				
MW OH	CALIFORNIA DENTAL V008102	JULY DENTAL INSURANCE	395000-4720 ISF Dental Ins Reimbursement	TK070115	647.74	070115		00087882	07/01/2015
MW OH	CALIFORNIA DENTAL V008102	JULY DENTAL INSURANCE	395083-5162 Dental Insurance Premiums	TK070115	178.86	070115		00087882	07/01/2015
				Check Total:	826.60				
MW OH	CALIFORNIA PUBLIC V006234	JULY MEDICAL PREMIUMS	395000-4715 ISF Health Ins Reimbursement	TK070115	112,320.77	10000001454932		00087883	07/01/2015
MW OH	CALIFORNIA PUBLIC V006234	JULY MEDICAL PREMIUMS	395083-5161 Health Insurance Premiums	TK070115	13,351.14	10000001454932		00087883	07/01/2015
				Check Total:	125,671.91				
MW OH	CARDENAS, JOEL V002648	JULY MONTHLY EXPENSES	296561-5001 Salaries/Full-Time Regular	TK070115	5.00	JULY 15		00087884	07/01/2015
MW OH	CARDENAS, JOEL V002648	JULY MONTHLY EXPENSES	103650-5001 Salaries/Full-Time Regular	TK070115	20.00	JULY 15		00087884	07/01/2015
MW OH	CARDENAS, JOEL V002648	JULY MONTHLY EXPENSES	484376-5001 Salaries/Full-Time Regular	TK070115	25.00	JULY 15		00087884	07/01/2015
				Check Total:	50.00				
MW OH	D & D SERVICES INC. V007321	JULY-SEPT ANIMAL DISPOSAL SVS	103045-6280 Animal Control Services	TK070115	735.00	8573		00087885	07/01/2015
				Check Total:	735.00				
MW OH	DE LA PAZ, SHARLYN V009396	JULY MONTHLY EXPENSES	103040-5001 Salaries/Full-Time Regular	TK070115	50.00	JULY 15		00087886	07/01/2015
				Check Total:	50.00				

**City of Placentia
Check Register
For 07/16/2015**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	DE LA TORRE, EDUARDO V003527	JULY MONTHLY EXPENSES	101511-5001 Salaries/Full-Time Regular	TK070115	5.00	JULY 15		00087887	07/01/2015
MW OH	DE LA TORRE, EDUARDO V003527	JULY MONTHLY EXPENSES	374386-5001 Salaries/Full-Time Regular	TK070115	25.00	JULY 15		00087887	07/01/2015
MW OH	DE LA TORRE, EDUARDO V003527	JULY MONTHLY EXPENSES	101514-5001 Salaries/Full-Time Regular	TK070115	20.00	JULY 15		00087887	07/01/2015
			Check Total:		50.00				
MW OH	DOO-WAH RIDERS V004225	7/9 CONCERT IN THE PARK	104074-6299 / 79386-6299 Other Purchased Services	TK070115	900.00	070915		00087888	07/01/2015
			Check Total:		900.00				
MW OH	GE CAPITAL V008085	JULY COPIER LEASE	109595-6175 Office Equipment Rental	TK070115	259.22	62686766		00087889	07/01/2015
MW OH	GE CAPITAL V008085	JULY COPIER LEASE	109595-6175 Office Equipment Rental	TK070115	259.22	903652		00087889	07/01/2015
			Check Total:		518.44				
MW OH	HENDRICKSON, ERIC V007376	JULY MONTHLY EXPENSES	102020-5001 Salaries/Full-Time Regular	TK070115	50.00	JULY 15		00087890	07/01/2015
			Check Total:		50.00				
MW OH	KNOTT'S BERRY FARM V000556	P.A.R.K.S EXCURSION	0044-2059 Community Services Deposits	TK070115	1,743.00	062315		00087891	07/01/2015
			Check Total:		1,743.00				
MW OH	MAIN STREET TOURS V002232	9/19 EXCURSION DEPOSIT	104071-6270 Excursions	TK070115	200.00	7997C		00087892	07/01/2015
			Check Total:		200.00				
MW OH	NGUYEN, MICHAEL V005291	JULY MONTHLY EXPENSES	102020-5001 Salaries/Full-Time Regular	TK070115	50.00	JULY 15		00087893	07/01/2015
			Check Total:		50.00				
MW OH	ORTEGA, JEANETTE V007724	JULY MONTHLY EXPENSES	102534-5001 Salaries/Full-Time Regular	TK070115	50.00	JULY 15		00087894	07/01/2015

City of Placentia
Check Register
For 07/16/2015

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	PLACENTIA SYMPHONIC V003553	7/23 CONCERT IN THE PARK	104074-6299 / 79386-6299 Other Purchased Services	Check Total: TK070115	50.00 600.00	072315		00087895	07/01/2015
MW OH	REYNOLDS, MATT V002521	JULY MONTHLY EXPENSES	102020-5001 Salaries/Full-Time Regular	Check Total: TK070115	600.00 50.00	JULY 15		00087896	07/01/2015
MW OH	THE SMOKIN' COBRAS V009773	8/6 CONCERT IN THE PARK	104074-6299 / 79386-6299 Other Purchased Services	Check Total: TK070115	50.00 800.00	080615		00087897	07/01/2015
MW OH	TIME WARNER CABLE V004450	JULY PD CABLE LCHARGES	109595-6215 Telephone	Check Total: TK070115	800.00 88.65	21042 JULY 15		00087898	07/01/2015
MW OH	TIME WARNER CABLE V004450	JULY 10 MB FIBER CHARGES	109595-6215 Telephone	TK070115	1,309.68	35200 JULY 15		00087898	07/01/2015
MW OH	TIME WARNER CABLE V004450	JULY 10 MB FIBER CHARGES	109595-6215 Telephone	TK070115	1,194.82	47700 JULY 15		00087898	07/01/2015
MW OH	UNITED STATES POSTAL V001085	PERMIT 26 PRESORTED MAIL	104070-6325 Postage	Check Total: TK070115	2,593.15 225.00	6202015		00087899	07/01/2015
MW OH	VERA, SANDRA V009293	JULY MONTHLY EXPENSES	101512-5001 Salaries/Full-Time Regular	Check Total: TK070115	225.00 50.00	JULY 15		00087900	07/01/2015
MW OH	AT & T V008736	6/27-7/26 INTERNET CHARGES	109595-6215 Telephone	Check Total: TK070815	50.00 67.00	JULY 2015		00087943	07/08/2015
MW OH	BEACHAMP, BOB V007720	CAR SHOW PRIZES ADVANCE	0044-2067 / 79392-2067 Heritage Committee	Check Total: TK070815	67.00 500.00	062915		00087944	07/08/2015
				Check Total:	500.00				

City of Placentia
Check Register
For 07/16/2015

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	CALIFORNIA POLICE CHIEFS	5/16 ANNUAL MEMBERSHIP	103040-6255	TK070815	630.00	1486		00087945	07/08/2015
	V000196		Dues & Memberships						
MW OH	CANON FINANCIAL SERVICES	COPIER LEASE	109595-6175	TK070815	30.17	15057750		00087946	07/08/2015
	V008867		Office Equipment Rental						
MW OH	CANON FINANCIAL SERVICES	COPIER LEASE	109595-6175	TK070815	500.00	15057751		00087946	07/08/2015
	V008867		Office Equipment Rental						
MW OH	KEY GOVERNMENT FINANCE	PHONE SYSTEM LEASE	105525-6935	TK070815	3,000.92	153495001507	P10634	00087947	07/08/2015
	V007864		Lease Expenditure						
MW OH	KEY GOVERNMENT FINANCE	PHONE SYSTEM LEASE	105525-6935	TK070815	3,000.92	153495001508	P10634	00087947	07/08/2015
	V007864		Lease Expenditure						
MW OH	KNOTT'S BERRY FARM	P.A.R.K.S EXCURSION TICKETS	0044-2059	TK070815	2,490.00	070815		00087948	07/08/2015
	V000556		Community Services Deposits						
MW OH	MCKINNEY, STEVE	CAR SHOW PRIZES ADVANCE	0044-2067 / 79392-2067	TK070815	500.00	062915		00087949	07/08/2015
	V007108		Heritage Committee						
MW OH	OCCMA	ANNUAL MEMBERSHIP	101511-6255	TK070815	720.00	070115		00087950	07/08/2015
	V009619		Dues & Memberships						
MW OH	OFFICE INDUSTRIES	OFFICE SUPPLIES	103040-6315	TK070815	104.25	0495011		00087951	07/08/2015
	V007477		Office Supplies						
MW OH	ORANGE COUNTY CHIEF'S	&ANNUAL MEMBERSHIP	103040-6255	TK070815	125.00	070115		00087952	07/08/2015
	V007721		Dues & Memberships						
MW OH	TRAINING INNOVATIONS	INTEMS SOFTWARE SUPPORT	103040-6290	TK070815	750.00	14-372		00087953	07/08/2015

User: Teri Knutson

Report: AP1400 <2.00>: AP: Check List - New

Page: 4

07/16/2015 :Date
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City of Placentia
Check Register
For 07/16/2015

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V003664		Dept. Contract Services						
MW OH	CALIFORNIA STATE V004813	P/E 7/4/15 PD DATE 7/10/15	0010-2196 Garnishments W/H	Check Total: PY15014	750.00 461.53	2700/1501014		00087954	07/14/2015
MW OH	CALPERS LONG-TERM CARE V000845	P/E 7/4/15 PD DATE 7/10/15	0010-2160 PERS Long Term Care	Check Total: PY15014	461.53 22.10	2630/1501014		00087955	07/14/2015
MW OH	GREAT WEST V006983	P/E 7/4/15 PD DATE 7/10/15	0010-2172 Deferred Comp Pay. - Gr West	Check Total: PY15014	22.10 612.53	2607/1501014		00087956	07/14/2015
MW OH	GREAT WEST V006983	P/E 7/4/15 PD DATE 7/10/15	0048-2172 Deferred Comp Pay. - Gr West	PY15014	49.21	2607/1501014		00087956	07/14/2015
MW OH	GREAT WEST V006983	P/E 7/4/15 PD DATE 7/10/15	0029-2172 Deferred Comp Pay. - Gr West	PY15014	9.17	2607/1501014		00087956	07/14/2015
MW OH	ORANGE COUNTY V000699	P/E 7/4/15 PD DATE 7/10/15	0029-2176 PCEA/OCEA Assoc Dues	Check Total: PY15014	670.91 7.59	2610/1501014		00087957	07/14/2015
MW OH	ORANGE COUNTY V000699	P/E 7/4/15 PD DATE 7/10/15	0048-2176 PCEA/OCEA Assoc Dues	PY15014	20.62	2610/1501014		00087957	07/14/2015
MW OH	ORANGE COUNTY V000699	P/E 7/4/15 PD DATE 7/10/15	0010-2176 PCEA/OCEA Assoc Dues	PY15014	288.32	2610/1501014		00087957	07/14/2015
MW OH	ORANGE COUNTY V000699	P/E 7/4/15 PD DATE 7/10/15	0037-2176 PCEA/OCEA Assoc Dues	PY15014	0.93	2610/1501014		00087957	07/14/2015
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 7/4/15 PD DATE 7/10/15	0010-2176 PCEA/OCEA Assoc Dues	Check Total: PY15014	317.46 29.98	2615/1501014		00087958	07/14/2015
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 7/4/15 PD DATE 7/10/15	0029-2176 PCEA/OCEA Assoc Dues	PY15014	0.79	2615/1501014		00087958	07/14/2015
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 7/4/15 PD DATE 7/10/15	0037-2176	PY15014	0.09	2615/1501014		00087958	07/14/2015

City of Placentia
Check Register
For 07/16/2015

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000679		PCEA/OCEA Assoc Dues						
MW OH	PCEA C/O NORTH ORANGE	07/04/15 PD DATE 7/10/15	0048-2176	PY15014	2.14	2615/1501014		00087958	07/14/2015
	V000679		PCEA/OCEA Assoc Dues						
			Check Total:		33.00				
MW OH	PLACENTIA POLICE	P/E 7/4/15 PD DATE 7/10/15	0010-2180	PY15014	988.79	2625/1501014		00087959	07/14/2015
	V000839		Police Mgmt Assn Dues						
			Check Total:		988.79				
MW OH	PLACENTIA POLICE	P/E 7/4/15 PD DATE 7/10/15	0010-2178	PY15014	2,962.70	2620/1501014		00087960	07/14/2015
	V003519		Placentia Police Assoc Dues						
			Check Total:		2,962.70				
MW OH	VANTAGEPOINT TRANSFER	P/E 7/4/15 PD DATE 7/10/15	0010-2170	PY15014	1,038.48	2606/1501014		00087961	07/14/2015
	V007191		Deferred Comp Payable - ICMA						
MW OH	VANTAGEPOINT TRANSFER	P/E 7/4/15 PD DATE 7/10/15	0029-2170	PY15014	52.85	2606/1501014		00087961	07/14/2015
	V007191		Deferred Comp Payable - ICMA						
MW OH	VANTAGEPOINT TRANSFER	P/E 7/4/15 PD DATE 7/10/15	0037-2170	PY15014	17.06	2606/1501014		00087961	07/14/2015
	V007191		Deferred Comp Payable - ICMA						
MW OH	VANTAGEPOINT TRANSFER	P/E 7/4/15 PD DATE 7/10/15	0048-2170	PY15014	71.26	2606/1501014		00087961	07/14/2015
	V007191		Deferred Comp Payable - ICMA						
			Check Total:		1,179.65				
MW OH	ABBA TERMITE & PEST	JULY PEST CONTROL SVS	103655-6290	TK071615	100.00	25978		00087997	07/16/2015
	V000087		Dept. Contract Services						
MW OH	ABBA TERMITE & PEST	JULY GOPHER CONTROL SVS	103655-6290	TK071615	100.00	25979		00087997	07/16/2015
	V000087		Dept. Contract Services						
			Check Total:		200.00				
MW OH	ARAMARK UNIFORM	PW UNIFORMS	103650-6360	TK071615	264.94	530761015		00087998	07/16/2015
	V004232		Uniforms						
MW OH	ARAMARK UNIFORM	FACILITY MAT CLEANING SVS	103654-6301	TK071615	187.64	530761016		00087998	07/16/2015
	V004232		Special Department Supplies						
MW OH	ARAMARK UNIFORM	PW UNIFORMS	103650-6360	TK071615	457.03	530778443		00087998	07/16/2015

City of Placentia
Check Register
For 07/16/2015

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V004232		Uniforms						
MW OH	ARAMARK UNIFORM V004232	FACILITY MAT CLEANING	103654-6301 Special Department Supplies	TK071615	122.14	530778444		00087998	07/16/2015
			Check Total:		1,031.75				
MW OH	BLACKMAN, HAILE V007717	7/16 CONCERT IN THE PARK	104074-6299 Other Purchased Services	TK071615	950.00	071515		00087999	07/16/2015
			Check Total:		950.00				
MW OH	CONNELL, JOSEPH V004080	PD TRAINING MEALS, MILEAGE	103041-6250 Staff Training	TK071615	151.11	07122015		00088000	07/16/2015
			Check Total:		151.11				
MW OH	COPWARE INC V000172	2015 COPWARE CALIF CODES	103040-6320 Books & Periodicals	TK071615	950.00	83036		00088001	07/16/2015
			Check Total:		950.00				
MW OH	COUNTY OF ORANGE V008881	15/16 LAFCO COSTS	101001-6255 Dues & Memberships	TK071615	4,891.96	GA15160030002		00088002	07/16/2015
			Check Total:		4,891.96				
MW OH	EILEY, TIFFANY V009544	PD TRAINING MEALS, MILEAGE	103041-6250 Staff Training	TK071615	20.98	07092015		00088003	07/16/2015
			Check Total:		20.98				
MW OH	FILLERS, JACOB V009181	PD TRAINING MEALS	103042-6250 Staff Training	TK071615	180.00	070115		00088004	07/16/2015
MW OH	FILLERS, JACOB V009181	PD TRAINING MEALS, MILEAGE	103041-6250 Staff Training	TK071615	24.89	0701415		00088004	07/16/2015
			Check Total:		204.89				
MW OH	FUJITEC AMERICA INC V006496	BRADFORD ELEVATOR MAINT	103654-6290 Dept. Contract Services	TK071615	2,480.70	1100201037		00088005	07/16/2015
			Check Total:		2,480.70				
MW OH	GE CAPITAL V008085	AUG COPIER LEASE	109595-6175 Office Equipment Rental	TK071615	259.22	63044541		00088006	07/16/2015

City of Placentia
Check Register
For 07/16/2015

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	GOLDEN WEST COLLEGE V008023	LEGAL UPDATES SUBSCRIPTION	103040-6230 Printing & Binding	Check Total: TK071615	259.22 800.00 1638			00088007	07/16/2015
MW OH	HI-WAY SAFETY RENTALS V000459	STREET SIGNS	103652-6310 Street Signs	Check Total: TK071615	800.00 1,116.83 32892			00088008	07/16/2015
MW OH	IMPERIAL SPRINKLER V006506	LMD IRRIGATION SUPPLIES	296561-6130 Repair & Maint/Facilities	Check Total: TK071615	1,116.83 209.01 2329240-00			00088009	07/16/2015
MW OH	LAWCX V001925	EXCESS WORKERS COMP PREMIUM	404580-5166 Workers' Comp Premiums	Check Total: TK071615	209.01 161,148.00 LAWCX			00088010	07/16/2015
MW OH	LILLEY PLANNING GROUP V008540	JULY BLDG INSPECTOR SVS	102532-6045 Building Inspection Services	Check Total: TK071615	161,148.00 480.00 PLA171A			00088011	07/16/2015
MW OH	MADRIGAL, RUDY V006637	PD TRAINING MEALS, MILEAGE	103042-6245 Meetings & Conferences	Check Total: TK071615	480.00 14.70 070515			00088012	07/16/2015
MW OH	MARTINEZ, AUSTIN V004930	PD TRAINING MEALS, MILEAGE	103041-6250 Staff Training	Check Total: TK071615	14.70 24.89 070145			00088013	07/16/2015
MW OH	MC FADDEN-DALE V000635	FACILITY REPAIR SUPPLIES	103654-6250 Staff Training	Check Total: TK071615	24.89 9.50 202507/5			00088014	07/16/2015
MW OH	MC FADDEN-DALE V000635	FACILITY REPAIR SUPPLIES	103654-6250 Staff Training	Check Total: TK071615	24.89 48.79 202661/5			00088014	07/16/2015
MW OH	NAPA VALLEY COLLEGE V009779	RIFLE INSTRUCTOR COURSE REG	103041-6250 Staff Training	Check Total: TK071615	58.29 1,350.00 07102015			00088015	07/16/2015

City of Placentia
Check Register
For 07/16/2015

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	PACIFIC EMBROIDERY V008348	FINANCE STAFF SHIRTS	102020-6315 Office Supplies	Check Total: TK071615	1,350.00 137.53	50955		00088016	07/16/2015
MW OH	PACIFIC EMBROIDERY V008348	ADMIN STAFF SHIRTS	101511-6301 Special Department Supplies	TK071615	53.96	50955		00088016	07/16/2015
MW OH	PATRUCKS' MUSIC SCHOOL V006887	SUMMER INSTRUCTOR PAYMENT	104071-6060 Instructional Services	Check Total: TK071615	191.49 533.00	SUMMER 2015		00088017	07/16/2015
MW OH	PERRY, BRIAN V002942	PD TRAINING MEALS	103042-6250 Staff Training	Check Total: TK071615	533.00 180.00	070145		00088018	07/16/2015
MW OH	PRINCIPAL FINANCIAL V000844	JULY, AUG LIFE INSURANCE	104070-5163 Life Insurance Premiums	Check Total: TK071615	180.00 114.02	071415		00088019	07/16/2015
MW OH	RIVERSIDE COUNTY V008065	INT AFFAIRS INVSTIGATION REG	103041-6250 Staff Training	Check Total: TK071615	114.02 110.00	07112015		00088020	07/16/2015
MW OH	ROMERO-ADAME, V009609	DEPOSIT REFUND BACKS BLDG	100000-4385 Facility Rental	Check Total: TK071615	110.00 150.00	2000714.002		00088021	07/16/2015
MW OH	SMITH, DONNA V001269	SUMMER INSTRUCTOR PAYMENT	104071-6060 Instructional Services	Check Total: TK071615	150.00 686.40	SUMMER 2015		00088022	07/16/2015
MW OH	UCEDA, JOSE V005936	PD TRAINING MEALS	103042-6250 Staff Training	Check Total: TK071615	686.40 180.00	070125		00088023	07/16/2015
MW OH	US BANK PARS #6746022400 V008781	PARS/ARS P/E 7/4 PD 7/10	0010-2131 Employer PARS/ARS Payable	Check Total: TK071615	180.00 1,824.58	071015J		00088024	07/16/2015

User: Teri Knutson

Report: AP1400 <2.00>: AP: Check List - New

Page: 9

07/16/2015 :Date
10:40:06 :Time

City of Placentia
Check Register
For 07/16/2015

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	US BANK PARS #6746022400 V008781	PAR/ARS P/E 7/4 PD 7/10	0010-2126 Employee PARS/ARS W/H	TK071615	1,824.58	071015J		00088024	07/16/2015
				Check Total:	3,649.16				
MW OH	VULCAN MATERIALS V001102	ASPHALT	103652-6301 Special Department Supplies	TK071615	374.80	70823136		00088025	07/16/2015
				Check Total:	374.80				
				Type Total:	339,753.70				
				Check Total:	339,753.70				

City of Placentia
Check Register
For 07/16/2015

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
EP	ICMA RETIREMENT TRUST V000496	P/E 7/4/15 PD DATE 7/10/15	0048-2170 Deferred Comp Payable - ICMA	PY15014	215.90	2995/1501014		00007165	07/14/2015
EP	ICMA RETIREMENT TRUST V000496	P/E 7/4/15 PD DATE 7/10/15	0037-2170 Deferred Comp Payable - ICMA	PY15014	157.70	2995/1501014		00007165	07/14/2015
EP	ICMA RETIREMENT TRUST V000496	P/E 7/4/15 PD DATE 7/10/15	0010-2170 Deferred Comp Payable - ICMA	PY15014	7,640.82	2995/1501014		00007165	07/14/2015
EP	ICMA RETIREMENT TRUST V000496	P/E 7/4/15 PD DATE 7/10/15	0029-2170 Deferred Comp Payable - ICMA	PY15014	66.62	2995/1501014		00007165	07/14/2015
					Check Total:	8,081.04			
					Type Total:	8,081.04			
					Check Total:	8,081.04			



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: ACTING CITY ADMINISTRATOR

FROM: DIRECTOR OF COMMUNITY SERVICES

DATE: JULY 21, 2015

SUBJECT: **AMENDMENTS/UPDATES TO FACILITY USE AND ATHLETIC FACILITY USE AND ALLOCATION POLICY SECTIONS OF THE CITY OF PLACENTIA POLICY AND PROCEDURE MANUAL.**

FISCAL
IMPACT: NONE

SUMMARY:

The City of Placentia's Facility Use and Athletic Field Use Policies were reviewed by the Recreation and Parks Commission, Sports Advisory Subcommittee, Sports Advisory Committee, and City Staff to clarify and update certain sections of both the Facility Use Policy and Athletic Facility Use and Allocation Policy. The sections of these policies that are being updated include updates to the Facility Closure and Inclement Weather section. These revisions and add-ons are necessary to bring both policies up to date, and to incorporate the Athletic Facility Use and Allocation Policy to be part of the Athletic Field Use Policy No. 815. This action would approve the proposed updates.

RECOMMENDATION:

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

1. Adopt Resolution No. R-2015-xx, A Resolution of the City Council of the City of Placentia, Approving and Adopting Amendments to the City of Placentia Policy and Procedure Manual Regarding Facilities, Equipment and Property.

DISCUSSION:

Since the Community Services Department implemented new class registration and facility reservation software provider (ActiveNet), that includes online capabilities, the Facility Use Policy requires clarification of certain sections of the policy.

- Remove Recreation Services Manager where noted
- Due to online reservations now available, remove the 7 day in advance requirement to reserve picnic shelters at City Parks.
- Increase Gym use by one individual/organization to **6** reservations instead of **4**
- Clarify that set up and clean up need to be included as part of the hours reserved

1.e.
July 21, 2015

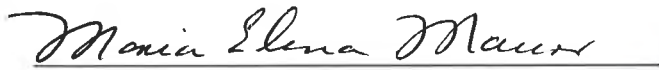
- Indicate that ALL Major Credit Cards are now accepted
- Note that "Processing Fee" is not refundable in the event of customer facility cancellations/class withdrawals
- State the Government Codes that prohibit Smoking and Animals near City fields/playgrounds
- Clarify that Religious groups may not use or advertise City's facility as their main place of business

In addition, the Recreation and Parks Commission reviewed and made a recommendation to revise the Athletic Facility Use and Allocation Policy, Facility Closure and Inclement Weather section, to bring this section in line with the Placentia Yorba Linda Unified School District (PYLUSD) Policy for Inclement Weather. PYLUSD allows sport user groups to make their own determination to use school fields during inclement weather conditions. Currently, Community Services Staff updates a "weather conditions hotline". With this change, each sports organization will be able to determine if fields are open or closed due to inclement weather conditions, and will update their individual organization's "hotline". This change will include a mandatory annual training for specific individuals from each sports organization, provided by the Public Works Department. Failure to use good judgment resulting in damage to City fields will result in charges of costs to repair the turf or irrigation systems, and may result in the termination of the user group's facility use permit. Penalties will be determined as per the Consequences of Non-Compliance outlined within this policy.

The recommended amendments and additions to the policies primarily provide definition and clarification. The Sports Advisory Subcommittee, Community Services Staff, and Public Works Department Staff, reviewed these proposed changes with the Sports Advisory Committee at a meeting held on April 28, 2015. At this meeting, all the sports groups were in agreement to accept the changes to the Athletic Facility Use and Allocation Policy in regards to the "inclement weather" section as proposed.

The final list of modifications was approved by the Recreation and Parks Commission at their meeting of May 11, 2015 and the Commission requested that the recommendations be forwarded to the City Council for consideration and approval.

Prepared by:



Maria Elena Maurer
Community Services Coordinator

Reviewed by:



Jonathan K. Nicks
Director of Community Services

Reviewed and approved by:



Damien R. Arrula
Acting City Administrator

Attachments:

1. Resolution
2. Facility Use Policy No. 813
3. Athletic Facility Use and Allocation Policy No. 815

RESOLUTION NO. R-2015-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF PLACENTIA APPROVING AND ADOPTING
AMENDMENTS TO THE CITY OF PLACENTIA POLICY
AND PROCEDURE MANUAL REGARDING FACILITIES,
EQUIPMENT AND PROPERTY.**

A. Recitals.

(i) The City of Placentia heretofore has adopted policies and procedures for the guidance of all elected and appointed officials, officers and employees of the City as well as to establish policies and procedures for the implementation of provisions of the Placentia Municipal Code and provisions of state and federal law.

(ii) The City Administrator has caused the Policy and Procedure Manual of the City of Placentia to be reviewed and recommended for revision to set forth practices and procedures with regard to Facilities, Equipment and Property. The Recreation and Parks Commission, upon receipt of input from the Sports Advisory Subcommittee, Community Services Staff, and Public Works Department Staff, has proposed amendments to Policy No. PM 813, Facility Use Policy and Policy No. PM 815, Athletic Field Use and Allocation Policy.

(iii) A full, true and correct copy of the Policies Nos. PM 813 and PM 815, to be incorporated into the Policy and Procedure Manual of the City of Placentia are attached hereto and by this reference incorporated herein.

(iv) 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. That Policy Nos. PM 813 and PM 815 hereby are amended and hereby incorporated into the Policy and Procedure Manual of the City of Placentia.

PASSED AND ADOPTED this 21st day of July, 2015.

CHAD P. 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 21st day of July, 2015, by the following vote:

AYES: COUNCILMEMBER:

NOES: COUNCILMEMBER:

ABSENT: COUNCILMEMBER:

ABSTAIN: COUNCILMEMBER:

PATRICK J. MELIA,
CITY CLERK

APPROVED AS TO FORM:

ANDREW V. ARCZYNSKI,
CITY ATTORNEY

FACILITY USE POLICY**I. PURPOSE**

To establish a procedure for obtaining a facility for private use.

II. GENERAL POLICY**A. Rental Categories**

The primary purpose of the community facilities is to enhance community programs. Therefore, priority and categories are as follows:	
City Sponsored	City sponsored community services and recreation activities.
Resident Non-Profit:	Non-profit organizations, community groups, civic oriented functions. To qualify service organizations must reside inside City of Placentia boundaries. Groups are required to submit form with State of California Non-profit Tax ID Number.
Resident	To qualify for the Placentia Resident rate, the applicant must provide proof that they live in Placentia. Proof of residency is required to receive resident rate. The applicant is responsible for signing all rental documents and paying all fees.
Non-Profit Non-Resident	Non-profit organizations, community groups, civic oriented functions. These service organizations reside outside of the City of Placentia boundaries. Groups are required to submit form with State of California Non-profit Tax ID Number.
Non-Resident	Those individuals residing outside the City boundaries.
Commercial	Businesses, profit making organizations, and politically affiliated groups.

B. Anyone wishing to use a City building or facility must complete the following:

1. A reservation must be made a minimum of two weeks (14 calendar days) days prior to requesting use date and will be accepted up to 6 months in advance to the date unless a special allowance is granted by the Department. Picnic shelter reservations will be accepted up to 6 months in advance to the date unless a special allowance is granted by the Department.
2. Fees for use of City buildings and facilities shall be as follows: Rental of facilities is based on a two (2) hour minimum. Placentia Municipal Code 5.28.030.
3. No group shall be permitted more than six (6) reservations for gymnasium unless a special allowance is granted by the Community Services Coordinator, or Director of Community Services. Reservations shall not imply a monopoly.
4. Users of the facilities shall observe, obey and comply with all applicable City, County, State and Federal laws, rules, and regulations. Facilities shall not be used for purposes of advancing any doctrine or theory under the Constitution of the United States of America.
5. The City reserves the right to refuse use of any facility if applicant fails to comply with City Rules and Regulations or if the planned event is not appropriate usage of the facility.
6. Times stated on the Rental Contract/Permit will be strictly adhered to. **Please include time necessary to decorate, set-up, and properly clean-up facility.** Park restrooms are open to the public Monday through Friday 7:00am – 4:00pm and weekends 8:00am to dusk. City facilities are not available for rentals on City recognized holidays.

C. Approved Rental Contract/Permit

1. A permit is not confirmed until all fees have been received and the applicant has an approved copy of the Rental Contract/Permit signed by a member of the Community Services Department staff. The applicant shall not advertise/publicize its use of a City building or facility until this authorization is received.
2. Payment of Fees: At the time an applicant wants to reserve a City building or facility, a deposit must be paid in order to reserve a building or facility. All fees must be paid in full no less than ten (10)

working days before event or the use shall be determined as being cancelled. Payment can be made by cash, check, money order, or any major credit card. Refer to the Community Services Department Fee Schedule. All fees are subject to change.

3. Deposits: All deposits are paid to ensure proper clean-up and to cover any replacement, repairs, damage or loss. The applicant will be required to pay the full cost of materials, labor, replacement, repairs or damages (over and above the deposited funds) regardless of the amount. If damage occurs and is less than the amount of deposit, the difference shall be refunded. All deposits may be refunded within 2 weeks via City check or credit card credit (if payment was made by credit card) **if proper clean-up is completed and no breakage or damage has occurred.** It is the responsibility of the applicant to check with staff to make sure that all conditions of the reservation regarding clean-up, any possible damages, and scheduled usage time have met with acceptable standards as established by the City. This must be completed prior to the applicant leaving the facility at the end of the function. In the event that for security or other reasons, the event must be terminated prior to the scheduled conclusion of the event, the City shall retain all fees and deposits paid. All deposits must be redeemed within sixty (60) days. This is the responsibility of the applicant. If funds are not redeemed within that time, they will be non-refundable.
4. Responsibility: The individual signing the Rental Contract/Permit will be considered to be in charge of the event and must be present, with the copy of the approved application, before the user group will be admitted to the building or facility. This individual will be responsible for the conduct of their guests and employees (bands, caterers, etc.).
5. Cancellation: Any cancellation of scheduled use of facilities or any change in hours or conditions indicated on the Rental Contract/Permit must be completed at least ten (10) working days prior to scheduled usage. In the event that a cancellation is made more than ten (10) working days by the applicant after fees are paid, a fee of \$25.00 shall be charged from the initial payment/deposit (**processing fee is non-refundable**). A 50% cancellation fee of the deposit shall be charged if cancelled less than ten (10) working days prior to scheduled usage. In the event that a deposit is not required, the cancellation fee will apply to

facility rental fees. In the event of inclement weather, refunds will not be made for outdoor reservations/permits.

Any permits/reservations may be cancelled by the City for a City sponsored program. In the event of such cancellation, notice shall be given as far in advance of the scheduled usage as possible, and a full refund shall be made.

City shall not be responsible in the event it causes a cancellation, other than the responsibility for refunding all deposits, fees, and charges made relative to the scheduled usage.

6. After all required signatures have been obtained, deposit and/or fee have been paid to the Community Services Department, and copies of the facility applications are to be distributed as follows:
 - a. Applicant
 - b. Community Services Department Clerical Assistant
 - c. Community Services Leader Assigned to Permit

D. General

Patrons shall only use those areas designated on the Rental Contract/Permit, and strictly adhere to the times stated on permit. **These shall include time necessary to decorate, set-up and properly clean facility.** Any problems or questions should be addressed to the staff on duty. They are available to assist in any way they can, within the limits of the permit. Additional staff may be required as determined by the City. No private vehicle shall be permitted on park premises other than the parking lot.

City property must be protected from damage and ordinary precautions for cleanliness maintained. No leftover foods of any kind shall be left on the premises. The facility rented must be returned to the condition in which it was found and all lights, faucets and gas connections turned off before the facility is closed. In cases where property has been damaged and abused beyond normal wear, the applicant is responsible for replacement.

E. Decorations

No objects are to be suspended or attached to the ceiling, light fixtures, walls, windows, curtains, etc. Nails, staples, tape etc., will not be permitted on these surfaces. No candles, glitter, rice, bird seed, confetti, and other like materials are allowed in or around the facility. All decorations must be flameproof. It is suggested that the patron concentrate on table and portable room decorations. All decorations must be removed at the conclusion of the event by the applicant.

F. Set-Up & Clean-Up

Clean-up is the patron's responsibility. This includes wiping off table tops, ensuring chairs are clean; removing all trash from floors, wiping off all counter-tops and kitchen equipment, removal of all supplies/food, and ensuring all property/equipment is undamaged. Restrooms must be checked for running water, papers, etc. If clean-up is not accomplished at acceptable standards or damages occur, an appropriate amount will be withheld from the deposit. Staff supervising the permit will walk through the facility with the applicant at the permit conclusion to assure the facility is in proper condition.

G. Noise Level

All noise and amplification must be kept to a reasonable sound level as stated in the **Placentia Municipal Code 10.32.030**. Reasonable sound level is defined as not to disturb the peace, quiet, and comfort of the neighboring properties or other persons. If volume exceeds a reasonable level as dictated by staff based upon PMC, the deposit will be forfeited and the event will be cancelled immediately.

When the facility is being used for a dance and/or a live band/D.J. is being used, the group shall apply for an Event Permit at the Community Services Department and if required, shall provide security. Group shall also apply for business license permit at the Finance Department.

H. Security

When, in the opinion of the Police Dept., an activity warrants the presence of one or more security personnel, the cost shall be paid by the applicant sponsoring the activity. Applicant must use a certified private security company, as determined by the Police Dept. Written proof of contract for security must be provided no later than ten (10) working days prior to scheduled event.

I. Supervision of Events

City staff shall be assigned at the discretion of the City to be present at all programs and/or activities. The City reserves the right to assign additional staff with 50 or more participants. Although staff would like for your event to be successful, they are unable to sign for deliveries for any rental activities or allow storage of equipment or materials. If patron is not present at the facility within 60 minutes of permit time, staff will lock up and leave the facility and all fees and deposits will be forfeited.

J. Minors

Requests for any youth activity must be made by a responsible adult over 21 years of age. The applicant personally accepts full responsibility and

must be present during the duration of the entire permitted time. Groups composed of minors (18 years & under) shall be supervised by one (1) responsible adult (21 years of age or older) per twenty (20) minors, at all times while using facilities.

K. Alcoholic Beverages, Smoking Regulations, Animals

Alcoholic beverages are prohibited in and around all City facilities.

Smoking is prohibited in all City facilities. No smoking within 20' of main entrance, exists, or operable windows (California Government Code Section 7596-7598).

No animals of any kind will be allowed in the facility (except "Service Dogs").

All regulations will be strictly enforced. All groups must abide by all laws pertaining to smoking, drinking, animals and illegal drugs.

Placentia Municipal Code 14.08.120.

L. Insurance

When, in the opinion of the Community Services Coordinator or Director of Community Services Department, and activity warrants an insurance policy naming the City of Placentia as additionally insured, the cost shall be paid by the applicant. Coverage shall include public liability and property damage. Applicant must purchase said insurance privately and must provide no later than ten (10) working days prior to scheduled event.

M. Liability Insurance

The City of Placentia is not liable for accidental injury to persons or loss or damage of group or individual property, and applicant is required to sign a liability waiver prior to scheduled usage. An original document providing proof of Certificate of Liability Insurance listing the City of Placentia, 401 E. Chapman Avenue, Placentia, CA 92870, as additionally insured for \$1,000,000 may be required for certain events. The additional insured disclaimer is required along with the Certificate of Liability Insurance.

N. Miscellaneous

If a group fails to use the facility on two consecutive reservation dates without proper notice, this shall be cause for refusal of any further use of City facilities.

Religious services may be held in City owned facilities. Religious organizations using city owned facilities may not use or advertise this location as their main place of business. This policy applies to all religions.

Any infraction of the rules and regulations shall be cause for refusal of any further use of City facilities.

Any user desiring to charge an admission fee/donation or sell any items, must submit a written request in advance. No monies can be exchanged at the facility without prior written authorization. All fundraising events including raffles or donations must have prior approval from the City.

O. Picnic Shelters and Park Areas

Picnic shelter reservations will be accepted up to 6 months in advance to the date unless a special allowance is granted by the Department.

The same procedures, rules and regulations pertain to building rental also apply to picnic shelters and park areas. Additional regulations are as follows:

- a. If no reservation is confirmed for a specific date, the shelter will be made available on a first come, first served basis.
- b. No objects or decorations are to be nailed or stapled to the shelters.
- c. For every 20 minors under the age of 18 years, the group is required to have 1 responsible adult 21 years of age or older.
- d. No alcoholic beverages may be brought to or consumed at the picnic shelter, or on the park facility. Failure to comply with this regulation will result in the immediate cancellation of the permit use and disbursement from the park facility. All fees and deposit will be forfeited. Alcoholic beverages are prohibited in City Parks. Both regulations will be strictly enforced. All groups must abide by all laws pertaining to smoking, drinking, and illegal drugs. **Placentia Municipal Code 14.08.120.**
- e. If there is any graffiti or vandalism committed to any of the equipment or facilities, the matter will be handled by the Placentia Police Department. All fees and deposits will automatically be forfeited and permittee will be subject to additional penalties and charges.
- f. The City reserves the right to evaluate the permittee use and deduct fees according to damages, security concerns, clean-up and late departure.

- g. The City reserves the right to cancel picnic shelter /park area reservations and refund fees in full.
- h. No refunds of picnic shelter or park rentals due to Inclement weather.

P. Fee's and Deposits

Fees for use of facilities are set annually by the City Council. Deposits are required to secure the event date for City buildings and facilities.

- a. The Director of Community Services retains the discretion to waive deposits but cannot waive, processing or staff fees.

III. EXCEPTIONS

There shall be no exceptions to this policy unless authorized by the Director of Community Services.

IV. EXHIBITS

- A. Community Services Department Schedule of Fees 7.1.09

ATHLETIC FIELD USE POLICY**I. PURPOSE**

To establish a procedure for obtaining a permit for use of athletic fields and associated fees.

II. GENERAL POLICY**A. Rental Categories**

The primary purpose of community athletic fields are to enhance community programs. Therefore, priority and categories are as follows:	
A. City Sponsored	Group A organizations as defined by the Field Use and Allocation Policy. City of Placentia or the Placentia Yorba Linda Unified School District sponsored or co-sponsored events. The City will have priority at City owned or operated facilities; the District will have priority at District owned or operated facilities.
B. Resident Non-Profit:	Group B organizations as defined by the Field Use and Allocation Policy. Any program, activity or event that is open to the public and is sponsored by a Placentia based non-profit youth (18 or under) organization with a minimum of sixty percent (60%) of whose members are residents of Placentia.
C. Resident	Group C organizations as defined by the Field Use and Allocation Policy. Any program, activity or event that is open to the public and is sponsored by a Placentia based adult (over 18) non-profit or a resident organization with a minimum of sixty percent (60%) of whose members are residents of Placentia.
D1. Non-Profit Non-Resident	Group D organizations as defined by the Field Use and Allocation Policy that meet the following criteria. Non-profit organizations, community groups, civic oriented functions that reside outside of the City of Placentia boundaries. This category includes Sports Advisory Committee Member tournaments that involve teams that are not Sports Advisory Committee Members.
D2. Non-Resident	Group D organizations defined by the Field Use and Allocation Policy that meet the following criteria. Those individuals or organizations residing outside the City boundaries.
D3. Commercial	Group D organizations defined by the Field Use and Allocation Policy that meet the following criteria. Businesses, profit making organizations, and politically affiliated groups. This category includes adult sport teams, leagues and tournaments that are not Sports Advisory Committee Members.

B. Process for Obtaining Athletic Field/Facility Permits and Guidelines:

1. A reservation must be made a minimum of ten (10) working days prior to requested use date and will be accepted up to three (3) months in advance of the date unless a special allowance is granted by the Department. Application for field use must be submitted on a City of Placentia Community Services Department Facility Reservation Form. Multiple-use reservations may be made for more than one date. A copy of the Certificate of Liability Insurance with endorsement listing the City of Placentia and the Placentia Yorba Linda Unified School District, as additionally insured is required in the amount of \$1,000,000 per occurrence. The insurance certificate and endorsement must be on file before a permit is approved. Submission of a field or facility request does not constitute approval. The applicant shall not advertise/publicize the use of a City field/facility until authorization is received. Approval is authorized only after:
 - ✓ Fees are paid
 - ✓ A review of field availability has taken place
 - ✓ A Community Services Department staff has signed the permit
 - ✓ A Certificate of Insurance/Endorsement is on file.
- a. Sports Advisory Committee Member applications must be received according to the guidelines listed in the Field Use and Allocation Policy. Requests shall not be approved for a period exceeding six (6) months. Reservations shall not imply a monopoly.
- b. General Public applications must be received a minimum of 10 business days prior to requested use date and will be accepted up to three (3) months in advance. Requests shall not be approved for a period exceeding 4 individual dates unless a special allowance is granted by the Recreation Services Manager or Director of Community Services. Reservations shall not imply a monopoly.
2. Permits, changes to permits and refunds must be requested in person at the Community Services Department located at Placentia City Hall (401 E. Chapman Avenue, Placentia, CA 92870) and are subject to applicable fees.

3. Users of the field/facility shall observe, obey and comply with all applicable City, County, State and Federal laws, rules, and regulations. Fields/facilities shall not be used for purposes of advancing any doctrine or theory under the Constitution of the United States of America.
4. The individual signing the Rental Contract/Permit will be considered to be in charge of the permit and must be present, with the copy of the approved permit, before the user group will be authorized to utilize a field/facility. This individual will be responsible for the conduct of their players, participants, spectators, referees, etc.
5. The City reserves the right to refuse use of any field/facility if applicant fails to comply with City Rules and Regulations or if the planned event is not appropriate usage of the field/facility.
6. Patrons shall only use those areas designated on the Rental Contract/Permit, and strictly adhere to the times stated on permit. These shall include time necessary to decorate, set-up and properly clean field/facility. Any problems or questions should be addressed to the Field Ambassador on duty or the emergency contact number listed on the permit. Additional staff may be required as determined by the City. No private vehicle shall be permitted on park premises other than the parking lot. City park restrooms are open to the public Monday through Friday 7:00 a.m. – 3:30 p.m. and weekends 8:00 a.m. to dusk. Field Maintenance and Facility Rules must be adhered to at all times. The policies are stipulated in the Field Use and Allocation Policy.

C. Approved Rental Contract/Permit

1. A permit is not confirmed until all fees have been paid, the applicant has an approved copy of the Rental Contract/Permit signed by a member of the Community Services Department, and insurance certificate with endorsement has been received. The applicant shall not advertise/publicize its use of a City building, field or facility until this authorization is received.

2. Fees: A \$25.00 non-refundable permit-processing fee will be assessed to each permit issued. Any change to an existing permit will incur an additional \$25.00 non-refundable permit-processing fee. All fees are due 10 business days prior to the first day listed on the permit or the use shall be determined as being cancelled. An exception to this is Placentia Sports Advisory Committee Members will be billed three times per year (4-month increments) for lights. All other groups/individuals will be charged for lights when field rental fees are due. Payment can be made by cash, check, money order, visa and master cards. All fees are subject to change. Fees for use of fields/facilities are set annually by the City Council. Deposits are required to secure the event date for City buildings and facilities. The Director of Community Services retains the discretion to waive deposits but cannot waive facility fees or staff fees. Additional fees may also be charged for tournaments or special events by the City of Placentia and/or the Placentia Yorba Linda Unified School District. Additional fees will be charged for trash containers, custodial services, clean up fees, and other similar services. These services are subject to overtime rates and will be determined by current market price. Other fees may apply subject to the City of Placentia Ordinances.
3. Deposits: Deposits for Athletic fields/facilities are \$100 per permit. All deposits are paid to ensure proper clean-up and to cover any replacement, repairs, damage or loss. The applicant will be required to pay the full cost of materials, labor, replacement, repairs or damages (over and above the deposited funds) regardless of the amount. If damage occurs and is less than the amount of deposit, the difference shall be refunded. All deposits may be refunded within 3-4 weeks after the last date listed on the permit. Refunds will be issued via City check if proper clean-up is completed and no damage has occurred. It is the responsibility of the applicant to make sure that all conditions of the reservation regarding clean-up, any possible damages, and scheduled usage time have met with acceptable standards as established by the City. This must be completed prior to the applicant leaving the facility at the end of the function. In the event that for security or other reasons, the event must be terminated prior to the scheduled conclusion of the event, the City shall retain all fees and deposits paid. All deposits

must be redeemed within sixty (60) days. This is the responsibility of the applicant. If funds are not redeemed within that time, they will be non-refundable. All user groups/permit holder(s) are responsible for practicing/playing on their designated field as stated by permit. Any permit holder caught not abiding by the stated permits will forfeit \$50 of their deposit per occurrence.

4. Cancellation: Reservations may be cancelled. Reservations cancelled by the user group more than 10 business days prior to the scheduled use will be refunded, minus a \$25.00 permit-processing fee. No refunds will be issued if cancelled with less than a 10 business day notice. Reservations that are cancelled by the City due to inclement weather, maintenance or other circumstance may be rescheduled as availability allows or may be refunded in full. City shall not be responsible in the event it causes a cancellation, other than the responsibility for refunding all deposits, fees, and charges made relative to the scheduled usage.

D. Liability Insurance

The City of Placentia is not liable for accidental injury to persons or loss or damage of group or individual property, and applicant is required to sign a liability waiver prior to scheduled usage. Applicants must provide an original document providing proof of Certificate of Liability Insurance and endorsement naming the City of Placentia (401 E. Chapman Avenue, Placentia, CA 92870) and the Placentia Yorba Linda Unified School District (1301 E. Orangethorpe Ave, Placentia, CA 92870) as additionally insured for \$1,000,000 per occurrence.

E. Miscellaneous

Religious services shall not be held in City owned fields/facilities. This policy applies to all religions and is based upon separation of Church and State found within the United States and California Constitutions. Any infraction of the rules and regulations shall be cause for refusal of any further use of City fields/facilities.

Any user desiring to charge an admission fee/donation or sell any items, must submit a written request in advance to the Director of Community Services. No monies can be exchanged at the facility without prior written authorization. All fundraising events including raffles or donations must have prior written approval from the Director of Community Services.

III. EXCEPTIONS

There shall be no exceptions to this policy unless authorized by the Director of Community Services.

IV. EXHIBITS

- A. Community Services Department Schedule of Fees for Athletic Fields (Attachment A)

Attachment A

Community Services Department Schedule of Fees for Athletic Fields

ATHLETIC FIELD FEES (Listed as hourly rates)

Field Rental Fees	Rental Categories	A.	B.	C.	DI.	D2.	D3.
Hourly rental fee without lights							
Melrose Middle School SB1		\$0	\$6	\$8	\$12	\$20	\$40
Parke De Los Niño's SB1		\$0	\$3	\$5	\$8	\$12	\$20
PCSC Jenson		\$0	\$6	\$8	\$12	\$20	\$40
PCSC March		\$0	\$6	\$8	\$12	\$20	\$40
PCSC Munoz		\$0	\$6	\$8	\$12	\$20	\$40
PCSC Valadez		\$0	\$6	\$8	\$12	\$20	\$40
Torii Hunter Field		\$0	\$6	\$8	\$12	\$20	\$40
Tuffree Park SB1		\$0	\$6	\$8	\$12	\$20	\$40
Tuffree Park SB2		\$0	\$6	\$8	\$12	\$20	\$40
Tuffree Park P4		\$0	\$3	\$5	\$8	\$12	\$20
Tuffree Park Tennis Court 1		\$0	\$2	\$4	\$6	\$10	\$15
Tuffree Park Tennis Court 2		\$0	\$2	\$4	\$6	\$10	\$15
Valdez Middle School SB1		\$0	\$6	\$8	\$12	\$20	\$40

Field Light Fees	Rental Categories	A.	B.	C.	DI.	D2.	D3.
Hourly light fee in addition to rental fee							
Melrose Middle School SB1		\$15	\$15	\$15	\$15	\$15	\$15
Parke De Los Niño's SB1		N/A	N/A	N/A	N/A	N/A	N/A
PCSC Jenson		\$15	\$15	\$15	\$15	\$15	\$15
PCSC March		\$15	\$15	\$15	\$15	\$15	\$15
PCSC Munoz		\$15	\$15	\$15	\$15	\$15	\$15
PCSC Valadez		\$15	\$15	\$15	\$15	\$15	\$15
Kraemer Middle School P1		\$11	\$11	\$11	\$11	\$11	\$11
Kraemer Middle School P2		\$11	\$11	\$11	\$11	\$11	\$11
Kraemer Middle School P13		\$11	\$11	\$11	\$11	\$11	\$11
Kraemer Middle School P17		\$15	\$15	\$15	\$15	\$15	\$15
Kraemer Middle School SB1		\$15	\$15	\$15	\$15	\$15	\$15
Kraemer Middle School SB2		\$15	\$15	\$15	\$15	\$15	\$15
Torii Hunter Field		N/A	N/A	N/A	N/A	N/A	N/A
Tuffree Middle School P1		\$15	\$15	\$15	\$15	\$15	\$15
Tuffree Middle School P2		\$15	\$15	\$15	\$15	\$15	\$15
Tuffree Middle School P3		\$11	\$11	\$11	\$11	\$11	\$11
Tuffree Park SB1		\$15	\$15	\$15	\$15	\$15	\$15
Tuffree Park SB2		\$15	\$15	\$15	\$15	\$15	\$15
Tuffree Park P4		\$11	\$11	\$11	\$11	\$11	\$11

Tuffree Park Tennis Court 1	\$5	\$5	\$5	\$5	\$5	\$5
Tuffree Park Tennis Court 2	\$5	\$5	\$5	\$5	\$5	\$5
Valdez Middle School SB1	\$15	\$15	\$15	\$15	\$15	\$15

Additional Maintenance Fees**Regular Rate*****OT Rate****

The following fees can be requested.

Softball/Baseball Field Prep (line, water, drag)	\$75	\$150
Soccer Field Paint	\$300	\$500
***Soccer Field Paint Touch-Up	\$150	\$250
Football Field Painting	N/A	N/A
Base Rental (per day)	\$25 (+ \$100 Deposit)	N/A

The **Regular Rate involves work during normal business operating hours, Monday-Thursday and alternate Fridays from 6:30am-3:30pm.*

*** The **OT Rate** designates any time that involves work outside of normal operating hours, which includes Saturdays, Sundays, holidays and City Hall closure days.*

****Soccer Field Paint Touch-Up denotes painting over existing lines that does not require measuring a field.*

V. ALLOCATION POLICY**A. INTRODUCTIONS**

The City of Placentia Community Services Department coordinates the use and allocation of City parks, athletic fields and facilities as well as selected athletic facilities of the Placentia-Yorba Linda Unified School District. These facilities are available to organizations and the general public for cultural, social and recreational activities and programs. The City and School District work cooperatively to coordinate facility use in accordance with the *Athletic Facility Use and Allocation Policy* to insure fair and equitable allocation to local organizations as well as the general public.

The Director of Community Services or his/her designated staff representative will make interpretation of the language in the *Athletic Facility Use and Allocation Policy*. In event there is a need to make administrative changes to address facility use needs, City staff shall have authority to make the necessary revisions. The Recreation and Park Commission shall evaluate the effectiveness of these policies and procedures annually and make revision as needed. It is further understood that the City may charge to recover costs associated with the operation, maintenance, supervision or administration of the policies and procedures, which govern the *Athletic Facility Use and Allocation Policy*.

B. SCOPE

This document sets forth the policies and procedures for the City of Placentia to facilitate the allocation of all available athletic facilities under its ownership and/or allocation control. This document will include the allocation of City of Placentia athletic facilities as well as coordinating group use of selected Placentia Yorba Linda Unified School District facilities.

C. PURPOSE

It is the intent of the City of Placentia Community Services Department and the Recreation and Parks Commission to allocate athletic facility use to requesting qualified organizations on the basis of fairness, impartiality, and need in concurrence with the seasonal priorities mentioned in this policy. The increased needs and demand for the use of athletic facilities makes it necessary to emphasize sharing in the use of facilities as outlined in this policy.

D. DEFINITIONS

1. **New User** - This is an organization, which has not requested field use allocations in the twelve-month period preceding its submission of a *Notice of Intended Use*. *New users* must adhere to the deadlines established herein in

order to be eligible for field allocations. An organization, which changes its name but which otherwise remains the same shall not be considered a *new user*. Splitter, spin-off or subsidiary organizations will be considered *new users*. A current organization which merges with another current organization shall not be considered a *new user*, provided the presidents of both merging organizations sign the allocation request-form for the season in which the allocation is to take effect. New divisions of current organizations must indicate such on their *Notice of Intended Use*. The Sports Committee may determine the initial maximum level allowed for all *new users*. Leagues anticipating a split to form a new league or individuals planning to organize a new sports program, must notify the City one year prior to the estimated starting date. This will provide time necessary to study the impact of the new program on existing facilities.

a. **Primary User** - This is a Community Services Department qualified Group B organization and as such has first priority for field use during the season in which they are classified as a *primary user*.

b. **Secondary User** - This is a Community Services Department qualified Group B organization that requests field use out of season as established by *primary user* season schedule.

c. **Resident** – Any participant that lives in Placentia will be considered a Placentia resident for priority status evaluation and allocation percentage of City facilities.

d. **Participant** – Shall include only those players up to and including (18) years old who are fully registered with the user organization. Non-players such as coaches, officials, staff, etc., shall not be included in the total number of organizational participants for the purposes of allocating fields.

e. **Code of Conduct** – Approved Group B organizations must file a City approved Code of Conduct for participants, parents, and coaches with the Community Services Office. The Code of Conduct will outline the principles of sportsmanship, fair play and other ethical issues that relate to team sports.

E. GROUP CLASSIFICATION

a. **Group A:** City of Placentia or the Placentia Yorba Linda Unified School District sponsored or co-sponsored events. The City will have priority at City owned or operated facilities; the District will have priority at District owned or operated facilities.

b. **Group B:** Any program, activity, or event that is open to the public and is sponsored by a Placentia based nonprofit youth (18 or under)

organization, a minimum of sixty percent (60%) of whose members are City residents.

c. **Group C:** Any program, activity, or event that is sponsored by a Placentia based nonprofit youth (18 or under) organization, a minimum of sixty percent (60%) of whose members are City residents and play is not open to the public, play not guaranteed for all participants, and play based on participants try outs.

d. **Group D:** Nonresident groups, organizations, businesses or nonprofit organizations which the total number of members is less then sixty percent (60%) Placentia residents.

5. Criteria to Qualify as a Placentia Youth Organization (Group B)

- a. Organization must have a Charter.
- b. Organization must have a Board of Directors.
- c. Organization must be established as a non-profit organization or certify affiliation with a national non-profit organization.
- d. Organization total participant membership must include 60 or greater residency percentage.
- e. Must uphold parents, coaches, and participants to an approved "Code of Conduct".
- f. Failure to submit and uphold all members of an organization to an approved *Code of Conduct* may result in an organizations forfeiture of field allocations.

F. ALLOCATION PROCEDURES

1. Requests to reserve the use of City parks, athletic facilities and City controlled Placentia-Yorba Linda Unified School District facilities available to organizations and the general public are made through the City of Placentia Community Services Department.

2. Each organization is required to submit a *Notice of Intended Use* for City and PYLUSD athletic facilities to the Community Services Office not later than **November 1st** for Spring/Summer use and not later than **April 1st** for Fall/Winter use. Failure to file this notice within the specified times shall result in the following penalties:

- a. **New Users** – Denied all use for the upcoming allocation period.
- b. **Continuing Users** – Lose 1% of their allowable allocation percentage for each business day late. After 15 business days late *Continuing Users* are subject to the *New Users* penalty above. *Forfeited field time due to this penalty shall be allocated proportionately among the remaining eligible users.*

3. Each organization filing a *Notice of Intended Use* will be required to submit the following information to the Community Services Office not later than **November 15th** for Spring/Summer use and not later than **April 15th** for Fall/Winter use.

a. Complete team rosters including the date of birth, home address, and most recent school attended of each player. (Submit the appropriate final rosters/information if upcoming season registration is not completed)

b. Complete list of names, addresses, telephone numbers and email addresses of current Board of Directors.

c. Certificate of Insurance and Endorsement (Coverage not to expire during allocation period)

d. Evidence of current Exempt Business License.

e. Proof of current nonprofit status and tax identification number as determined by the State of California and IRS. Master calendar to include:

1. Registration dates
2. Tryouts/Drafts/Skills Evaluation (date, time, place)
3. Date practices begin
4. Date league games begin
5. Date league games end
6. Dates of tournaments hosted by league
7. Dates of all star practices and games
8. Dates of all other organization activities which, may require assistance by City staff or use of City facilities

f. Failure to submit this information within the specified times may result in the following penalties:

1. **New Users** – Denied all use for the upcoming allocation period.
2. **Continuing Users** – May lose 1% of their allowable allocation percentage for each business day late. After 15 business days late *Continuing Users* are subject to the *New Users* penalty above.

Organizations needing a time extension to submit the required information must do so in writing prior to the submission deadline. Request for extensions will be evaluated the Sports Advisory Sub-Committee.

g. Following the release of allocation information to the organizations, each organization will be responsible for completing the appropriate City and

PYLUSD permits and submitting them to the Community Services Office within 10 business days.

4. Priority for field allocations is given first to games by level of play as designated at each facility, followed by field maintenance and then practices for *Primary Users*. A *Secondary User* may receive priority use over a *Primary User* provided that the facility in question has been dedicated to a specific activity (i.e. Valadez Field is designated for soccer use only). The procedure for allocating fields for Group B users will be as follows:

- a. **Primary Users**: Recreational leagues that have open enrollment.
- b. **Primary Users**: Non open enrollment leagues that determine eligibility and play based on participants skills
- c. **Secondary Users**: Recreational leagues that have open enrollment.
- d. **Secondary Users**: Non open enrollment leagues that determine eligibility and play based on participants skills.
Field time will first be allocated to organizations that meet criteria #1. Remaining field time will be allocated to organizations meeting criteria #2, then #3, and finally #4. Any remaining field time will then be available for Group C and D use.

5. The allocation percentage for each organization on City fields will be determined by the following formula:

a. The total number of participants who are Placentia residents divided by the minimum roster size for each sport will determine the total number of teams in an organization for allocation purposes. The number of participants per team for allocation purposes will be:

Soccer:	14 (regulation) or 10 (for 7 vs. 7 or less)
Baseball / Softball:	12
Football:	25 / 33

b. The total number of an organization's teams divided by the number of total teams from all organizations meeting the same priority criteria will be an organization allocation percentage.

Example:

Baseball Group A has 756 Placentia residents in their organization. 756 divided by 12 equals 63 teams for allocation purposes.

Baseball Group B has 900 Placentia residents in their organization. 900 divided by 12 equals 75 teams for allocation purposes.

75 plus 63 equals 138 total teams

63 divided by 138 equals 45.65% of allocation for Group A

75 divided by 138 equals 54.35% of allocation for Group B

G. PYLUSD Athletic Facilities

1. Group A – 100% *School/Student Groups*. The sum total 100% of the participants must be residents of the Placentia-Yorba Linda Unified School District.

2. Group B – 60% *Recreation Groups for Youth*. The sum total of at least 60% of the participants must be residents of the Placentia-Yorba Linda Unified School District.

3. Allocation Procedures - The allocation percentage of each organization will be determined by the following formula:

a. The total number of participants who are Placentia residents OR are in the attendance area of PYLUSD schools located in Placentia will be divided by the minimum roster size for each sport to determine the total number of teams in an organization for allocation purposes.

b. The total number of an organization's teams divided by the total teams from all organizations meeting the same priority criteria will be an organization's allocation percentage.

IMPORTANT NOTE: Organization's facility needs will be met by using a combination of City and School District facilities.

4. **Game Blocks** – Athletic Facility Allocation on lighted fields will be based on game blocks to provide organizations the maximum amount of games possible per week. A game block shall be at least sufficient to play one or more games, including limited warm-up. Games should be scheduled no more than 15 minutes apart. The games blocks will be as follows:

Baseball / Softball

Monday through Friday 5:00 – 7:30 p.m. & 7:30. – 10:00 p.m.

Saturday and Sunday 9:00 – 11:30 a.m., 11:30 a.m. – 2:00 p.m.

2:00 – 4:30 p.m., 4:30 – 7:00 p.m.

7:00 – 9:30 p.m.

Soccer / Football

Monday through Friday 4:30 – 6:00 p.m., 6:00 – 7:30 p.m., 7:30 – 9:30 p.m.

Saturday and Sunday 9:00 – 11:00 a.m., 11:00 – 1:00 p.m., 1:00 – 3:00 p.m.
5:00 – 7:00 p.m., 7:00 – 9:00 p.m.

Reasonable adjustments may be made by Community Services staff to address actual game schedules and practice needs and field amenities such as lighted or unlighted facilities.

5. Following the release of allocation information to the organizations, the following information must be submitted to the Community Services Office no later than the scheduled opening day for each organization:

- a. League organization including each division and the number of teams in each division.
- b. Schedule of games and schedule of practices for City and PYLUSD facilities

Failure to submit this information within the specified times may result in an adjustment percentages in accordance with the City's *Consequences of Non Compliance*.

6. **Concession / Snack Stand Usage**

- a. There is a supplemental policy that covers the use of City owned concession stands.

7. **Release of Fields** – Any user organization that has been allocated space and does not intend to use it regularly, should notify the Community Services Department of their intent to release their allocation. Released allocations will be evaluated and reallocated per the Allocation guidelines. ***At no time will subletting or swapping of allocations be permitted between organizations. All release time will be reallocated through the Community Services Office.***

8. Organized playgroups meeting Group C and D classification or individuals who wish to utilize an athletic facility must complete an appropriate facility use permit and the rules and regulations form.

9. Organized playgroups meeting Group C and D classification or individuals requesting City facilities must do so at least ten (10) days and not more than six (6) months in advance of the time the use of facility is desired. Permits may not be secured or renewed by telephone. All permits are required to be renewed every six months.

H. PRIORITY OF USE- CITY AND PYLUSD FACILITIES

1. **Primary User:** For the purposes of assigning fields, the Spring Season for baseball/softball programs will be established as February 1 to July 31 each calendar year while soccer/football season is established as August 1 to January 31 each year.

2. **Secondary User:** For the purposes of assigning fields, those organizations requesting field use out of season will only be fulfilled after in-season requests are completed.

a. For purposes of this procedure the Spring/Summer Season is generally established as follows:

Opening date.....February 1
Closing date.....June 30
Pre-Season Starts.....As Available
Post-Season Use.....July 1-31
Primary Users.....Baseball/Softball
Secondary Users.....Football/Soccer/Other

b. For the purpose of this procedure the Fall/Winter Season is generally established as follows:

Opening date.....August 1
Closing date.....November 30
Pre-Season Starts..... As Available
Post-Season Use.....December 1-January 31
Primary Users..... Soccer/Football
Secondary Users.....Baseball/Softball/Other

3. **Game Time Priority:** In the event an organizations' primary use of the facility is for games, this factor will assist staff in determining field assignments and will take priority over practice time.

4. **Maintenance Priority:** In the event the City or PYLUSD deem it necessary to close a facility for maintenance, maintenance needs will be met following Primary User group game needs have been met.

5. **Practice Time Priority:** In the event an organization's primary use of the facility is for practice, this factor will assist staff in determining field assignments and will take priority over "drop-in" use by the general public.

6. **Field Designations:** For the purposes of athletic facility allocation, the following City facilities will be designated for use as follows:

a. Placentia Champions Sports Complex

1. March and Jensen Fields – designated for year around 9-12 and under baseball utilizing the highest age levels of play as priority. Ages 9-12 years old take precedence on these fields.

2. Muñoz Field – will be designated for use as follows:

Spring / Summer: baseball only ages 13 – 18

Winter / Fall: 50 % allocated for baseball (13 – 18)
allocated for soccer

3. Valadez Field – designated for year around soccer use for ages 17 and under. This field is also available for City of Placentia sponsored youth and adult programming.

b. Tuffree Hill Park

1. Spring / Summer - designated for 12 and under baseball utilizing the highest age levels of play as priority Ages 9-12 years old take precedence on these fields. This field is also available for City of Placentia sponsored youth and adult programming.

2. Fall / Winter – designated for Primary User practices followed by Secondary User organization use should availability exist.

I. NOTICE OF APPEAL

Any user organization believing that its allocation or priority status are not consistent with the principles detailed in this procedure may file a *Notice of Appeal* not later than the time(s) indicated in the allocation schedule. This appeal must be filed with the Community Services Department of the City of Placentia within the time frame set forth in the allocation schedule. Community Services staff will forward a copy of the appeal to the Office of the Director of Community Services and the Recreation and Parks Commission members of the Sports Advisory Sub-Committee. Within five (5) working days of receipt of the

appeal by the Community Services Department, the Sports Advisory Subcommittee of the Parks and Recreation Commission will meet to begin the appellant process. Failing a resolution or if the organization filing the appeal is unsatisfied, the appeal must be agendized for a resolution at a Sports Advisory Committee meeting. All other user organizations will be notified of the appeal including the date and place of the meeting where the appeal will be heard.

J. RULES AND REGULATIONS OF FACILITY USAGE

1. Failure to comply with the Rules and Regulations for Facility Usage may result in an adjustment percentages in accordance with the City's *Three Strikes Policy*

a. A responsible adult representative of the organization must be present at all times during any organization's use of City or PYLUSD facilities.

b. Games and practices can begin no earlier than 8:00 a.m.

c. Games and practices must end no later than 10:00 p.m. at lighted facilities and dusk at non-lighted facilities. Any event extending past the 10:00 p.m. curfew must have the prior approval of the Community Service Department.

d. The user organization accepts the facilities applied for in an "AS IS" condition.

e. Facility use must be consistent with the type of play permitted for each facility. i.e. no soccer play on baseball only fields.

f. Athletic Field Storage Facilities may be utilized by the user groups only with approval from the City of Placentia and/or Placentia Unified School District. The storage facility must be in good condition and fit the ambience of the location. Anything stored in the facility is not the responsibility of the City of Placentia or Placentia Unified School District. Any storage facility may be required to be removed at any time upon notification.

g. In consideration of the use of the facility, the user organization agrees to indemnify, defend and hold harmless the City of Placentia, it's officers, employees and volunteers from all liability, claims, suits or judgments which may arise from the use of the premises, excepting those claims, suits, or judgments arising out of the sole and intentional negligence of the City of Placentia.

K. FACILITY CLOSURE AND INCLEMENT WEATHER POLICY**1. Guidelines:**

a. There will be no use of City or School District athletic fields when facilities are unplayable due to air quality, pesticide spraying, earthquakes, other hazards or unforeseen circumstances. Community Services Department will notify the contact individuals for each organization that fields and facilities will not be available for use. User groups are expected to exercise good judgment if they are aware of unforeseen emergencies and do not hear from City Staff in a timely fashion.

b. The decision for use of the fields due to inclement weather will be made by the designated representative from each user group. This will bring the City of Placentia Community Services Field Allocation and Use Policy in line with the Placentia Unified School District Policy for Inclement Weather.

c. User groups' representatives must successfully complete a training program conducted by the City of Placentia Public Works Department to determine if fields and facilities are playable due to inclement weather conditions. Training will be conducted on an annual basis and it will be the responsibility of the league/user group to maintain the current status of authorized individuals.

d. Any user group failing to comply with established guidelines and notification may be subject to invoicing for all damages occurring to the facility/fields, termination of facility use permit or other penalties as per the Consequences for Non Compliance.

2. Field Condition Hot Line:

a. The user groups will be responsible to update each of their organization's Field Condition Hotline. It is the user group's responsibility to be aware of the current conditions of all facilities and to assure the fields are playable and should always put the safety of the participants first.

3. Estimated Cost for Damage Repair:

a. Users will be charged for all costs incurred by the City for repair to the turf and/or irrigation systems due to failure to comply with the rain policy.

b. Repair costs are based on actual expenses and normal City and School District overhead. Failure to comply with the rain policy can also result in the termination of user's facility use permit.

c. User groups that damage turf MAY also lose allocations of other fields to accommodate other groups displaced by the damaged turf during the time necessary for rehabilitation. Penalties will be determined as per the Consequences for Non Compliance.

4. Field Closures:

a. Fields may be closed at the discretion of the Community Services Department and/or Public Works Department. Closures are kept to a minimum when fields remain in playable condition. Priority is given to maintenance needs and rest and renovation periods for all fields. The City of Placentia and the School District may close field facilities for any of the following:

1. City and/or School District engage in work involving any of the facilities.
2. When the health and safety of participants are threatened due to impending conditions, including but not limited to heavy rains, smog alerts, pesticide spraying, earthquakes or other unforeseen emergencies.

L. FACILITY MAINTENANCE

1. All maintenance such as field preparation, lining of the fields, marking of the fields and installation of goal posts will be performed by user assigned to the facility as per written agreement between the City and the user.

2. Prior to dragging softball and baseball brick dust to prepare the fields, user groups are encouraged to water down the brick dust to keep the dust down.

3. Each user is responsible for the facility being free of trash or debris caused by group usage upon conclusion of facility use.

4. Users are required to report any damage or acts of vandalism to the Community Services Department (714) 993-8232 (day) or the Police Department (714) 993-8164 (evenings/weekends).

5. Motorized Vehicle Use - No vehicles will be permitted on City or School District facilities or parks without prior written approval by the City of Placentia/PYLUSD.

6. Modifications - Any requests to modify or improve City or School District facilities shall be submitted for approval to the City of Placentia Community Services Department and/or the Placentia-Yorba Linda Unified School District. A Facility Enhancement application designed by the Recreation and Park Commission is available from the Community Services Department..

No permanent structures or equipment shall be erected on City/School District facilities unless approved by these bodies and dedicated for community use. A written proposal outlining the project, with plot plans identifying the location, drawings detailing the project, and any justification in determining needs, must be included. No improvements can be made until the organization has received written authorization. All work completed by an organization shall become the property of the City of Placentia or the PYLUSD and in no way guarantees additional priority of use to the contributing organization.

7. In an effort to maintain the athletic fields at the highest level possible, the City of Placentia has instituted an annual "maintenance program" for City athletic facilities. This includes, but is not limited to, Placentia Champions Sports Complex, Tuffree Park and McFadden Park. In addition, the City and the PYLUSD will implement closure schedules for maintenance/recovery of School District facilities on an annual basis. The actual closure times of both City and School District facilities will be coordinated by Placentia Community Services/Public Works and PYLUSD maintenance with the affected user groups.

8. Athletic Field Lining/Marking:

a. All lining/markings of athletic fields must be done with chalk or water based paint. At no time will chalk be permitted on turf areas.

b. The burning of fields with the use of weed killer, diesel fuel or any other method is prohibited on both the City and School District athletic fields.

Any user failing to comply with established guidelines and notification is subject to invoicing for all damages occurring to facility and termination of facility use permit.

M. FEES

1. Athletic Field Lights – Fees for use of City sports fields shall be in accordance with current fee resolution approved by City Council.

2. Fee Schedule – Specific details for (1) fees and charges; (2) clean-up deposits; (3) limitations; shall be in accordance with current fee resolution approved by City Council.

N. INSURANCE

1. The City requires facility users to provide General Liability Insurance in an amount no less than \$1,000,000 per occurrence. The coverage shall include bodily injury, personal injury, and property damage. An Additional Insured Endorsement from the user group naming the City of Placentia, 401 E.

Chapman Ave. Placentia, CA 92870 ATTN: Community Services as additional covered party must accompany the evidence of General Liability Insurance

2. User agrees that it will indemnify and hold harmless the City and its elected officials, officers, agents and employees free and harmless from all claims for damage to persons or property for reason of user's acts or those of user's employees, agents, guests or invitees in connection with User's use and occupancy of the facilities. Thirty days prior to allocation; Proof of Insurance must be submitted and the policy should include/cover the whole season.

3. Further, the City of Placentia and/or the PYLUSD, and the County of Orange where appropriate, their elected officials, officers, agents or employees thereof, shall be designated as additional insured under any such policy.

4. Any such policy must include the requirement of a thirty-day (30) written cancellation notice to the City.

5. Proof of Policy must be deposited with the City and the PYLUSD prior to the first scheduled usage of the facility, unless otherwise stated previously in this document.

O. GENERAL PARK AND FACILITY RULES AND REGULATIONS

1. Alcoholic beverages are not allowed in City Parks (PMC 14.08.120)

2. Cancellations - The City of Placentia may cancel uses of park facilities for any of the following reasons:

a. When the City is engaged in work involving any of the facilities scheduled to be utilized.

b. When the health and safety of participants are threatened due to impending conditions, including but not limited to, heavy rains or smog alerts or any unforeseen circumstances

1. In cases of joint City/School District properties, cancellation will be a joint decision.

3. Traffic and Parking

a. The user group must assure that participants and spectators utilize off-street public parking areas. In post-season or tournament play, the user will provide at least one person to direct participants and spectators to

designated parking areas. The user groups should be a 'good neighbor' and not disrupt the flow of traffic in the neighborhood.

b. It is unlawful to drive, stop, stand or park any vehicle in any parkway, field or trail, except in areas specifically designated as parking areas. Limited exceptions to this may be granted in writing only. (PMC 13.20.080)

4. Public Address System Use

a. Sound amplification equipment may be allowed in City parks, but limited to public address systems, stereo equipment, stationary and portable components and bullhorns. An approved activity permit from the Placentia Community Services Department is required prior to use of any sound amplification equipment.

5. Multipurpose/Outdoor Court Use (Volleyball, Tennis, Basketball)

a. The Multipurpose/Basketball courts located in City parks are not available to be reserved. They are available on a "first come, first served" basis only.

b. Organized team practice or competition is permitted provided there is no other group or individual waiting to use the court.

c. In the event a group or individual is waiting, a 30-minute time limit will be imposed on the organized group play beginning when the first individual arrives to use the court.

6. Tynes Gymnasium – Use of Tynes Gymnasium will be in accordance with the rules and regulations as outlined by the City Facilities Use Permit. Fees for use of Tynes Gymnasium shall be in accordance with current fee resolution approved by City Council.

P. CONSEQUENCES FOR NON COMPLIANCE

1. **PURPOSE:** The purpose of this policy is to implement a systematic method of enforcing the Policy For Use of City Athletic Facilities and the Placentia Municipal Code.
2. **POLICY:** The City of Placentia reserves the right to cancel or suspend approved facility permits for games, practices and other usage based on user groups violating the Placentia Municipal Code and/or the established Athletic Field Use and Allocation Policy. Notwithstanding this policy, the City of Placentia and/or the City of

Placentia Recreation and Parks Commission and/or the Placentia Yorba Linda Unified School District reserve the right to revoke any user group's right to use any City of Placentia facility / school district facility for any single serious violation.

The penalties for incident one, two and three can be altered based on the severity of the violation as determined by the Community Service Director or designee and/or the Recreation and Parks Commission and/or the Placentia Yorba Linda Unified School District. Any additional or modified penalty will be discussed with the user group's representatives.

3. **INCIDENT ONE:** Consists of documented activity in direct violation of City Municipal Code and/or the Policy for Use of Athletic Facilities.

a. **INCIDENT ONE PENALTY:** A letter will be written to the user group's president and field allocation representative documenting the violation. A field report and/or pictures of the violation may be included for reference. Organizations will have one week (7 days) to provide Community Service Staff with an explanation of the infraction. Community Service Staff and Group President can meet with the Sports Advisory Sub-Committee of the Recreation and Parks Commission to find an appropriate resolution. A copy of the incident will be placed in the groups file.

4. **INCIDENT TWO:** A second documented activity in direct Violation of City Municipal Code and/or the Policy for Use of Athletic Facilities occurring within one year of first incident.

a. **INCIDENT TWO PENALTY:** A letter will be written to the user group's president and field allocation representative documenting the violation and informing them on the subsequent penalty. The penalty for a second incident will be the revocation of the use permit for the site(s) where the violations occurred for one day. Additionally the Community Service Director or designee has the right to assign a Field Ambassador to the user group at the site of the violation. The user group will be billed for the assigned hours of the Field Ambassador at the appropriate rate per hour. The Field ambassador will act as a staff person on duty to monitor activity at that site and report any further violations to the City.

5. **INCIDENT THREE:** A third documented activity in direct violation of City Municipal Code and/or the Policy for Use of Athletic Facilities occurring within one year of incident one.

a. **INCIDENT THREE PENALTY:** Permits will be revoked for the remainder of the allocation period and the user group could potentially lose future allocation for up to twelve months.

6. **APPEAL PROCESS:** Any user group issued reprimands, suspensions or revocation of field use has the right to appeal. The appeal must be filed within five (5) working days of receiving the ruling in order for it to be deemed timely. The appeal must be filed with the Community Services Department.

The appeal will go directly to the Placentia Recreation and Parks Commission. Within ten (10) working days of receipt of the appeal by the Community Services Department, Recreation and Parks Commission will meet to begin the appeal process. Failing a resolution or if the organization filing the appeal is unsatisfied, the appeal must be brought to the Placentia City Council.

LIST OF PLACENTIA PARKS AND ATHLETIC FACILITIES**City Owned Parks:**

Bradford Park	136 E. Palm Circle
Goldenrod Park	925 Goldenrod St.
Koch Park	2210 N. Valencia Ave.
Kraemer Park	201 N. Bradford Ave.
La Placita Parkette	18 La Jolla/Gonzales St.
Parque de Los Niños	1701 Atwood Ave.
Parque de Los Vaqueros	1200 N. Carlsbad St.
McFadden Ballfields	974 S. Melrose Ave.
McFadden Park	974 S. Melrose Ave.
Oberle Gym	974 Melrose Ave.
Placentia Champions Sports Complex	505 Jefferson St.
Richard R. Samp Park	600 Loyola Dr.
Santa Fe Park	550 W. Santa Fe Ave.
Tri-City Park	2301 N. Kraemer Blvd.
Tuffree Park (Fields & Tennis)	2101 N. Tuffree Blvd.
Tynes Gym	2101 N. Tuffree Blvd.
Wagner Park	700 Trumpet Ave.
Jaycee Parkette	500 N. Kansas Ave.

School Facilities:

Brookhaven Elementary	1851 N. Brookhaven
George Key Elementary	710 E. Golden Avenue
Golden Elementary	740 E. Golden Avenue
Morse Elementary	431 E. Morse Avenue
Ruby Elementary	601 E. Ruby Drive
Sierra Vista Elementary	1811 N. Placentia Avenue
Tynes Elementary	735 Stanford Drive
Van Buren Elementary	1245 N. Van Buren Street
Wagner Elementary	717 E. Yorba Linda Blvd.

FACILITIES, EQUIPMENT AND PROPERTY

POLICY NO. 815

El Dorado High School
El Dorado High School Gym
Valencia High School
Valencia High School New and Old Gym
Kraemer Jr. High School
Tuffree Jr. High School

1651 N. Valencia Drive
1651 N. Valencia Drive
500 N. Bradford Avenue
500 N. Bradford Ave.
645 N. Angelina Drive
2151 N. Kraemer Blvd.



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: ACTING CITY ADMINISTRATOR

FROM: CHIEF OF POLICE

DATE: JULY 21, 2015

SUBJECT: AGREEMENT WITH ALL CITY MANAGEMENT SERVICES, INC. FOR CROSSING GUARD SERVICES

FISCAL
IMPACT: \$52,888.50 EXPENDITURE OF GENERAL FUNDS TO PROVIDE CROSSING GUARD SERVICES (ACCOUNT NO.: 103047-6290) FISCAL YEAR 2015-2016 BUDGET

SUMMARY:

The Police Department has administered the crossing guard services contract for many years. During the annual budget planning session for Fiscal Year (FY) 2015-2016, the City made the decision to continue providing crossing guard services at five (5) predetermined locations throughout the City. This is a reduced number of crossing guards from the previous year from sixteen (16) to five (5) crossing guard locations. During FY 2014-15 the City covered the cost of five (5) crossing guard locations and billed the Placentia-Yorba Linda Unified School District for the remaining locations.

The Placentia-Yorba Linda Unified School District (PYLUSD) has been informed that the City will only provide crossing guards at five (5) locations and that the additional eleven (11) crossing guard locations must be decided by PYLUSD and contracted directly with All City Management Services, Inc.

RECOMMENDATION:

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

1. Approve the Agreement for Crossing Guard Services with All City Management Services, Inc. for an amount not to exceed \$52,888.50; and
2. Authorize the Acting City Administrator and/or his designee to execute all the necessary documents, in a form approved by the City Attorney.

1.f.
July 21, 2015

DISCUSSION:

All City Management Services, Inc. has provided crossing guard services for many years. Last year, the City and PYLUSD entered into an agreement in which the City administered the crossing guard contract for a total of sixteen (16) crossing guard locations and billed the school district the full cost of eleven (11) crossing guard locations. During the FY 2015-2016 budget process, it was determined that the City will continue to provide crossing guards at five (5) predetermined areas of the City. These areas are locations that provide the greatest benefit to the community based on an analysis conducted by the City Engineer in 2014.

The total cost of the contract is \$52,888.50. This is a \$2,898.50 increase from last year's contract of \$49,990.00. The hourly rate increased from \$15.87 to \$16.79 to accommodate the minimum wage increase.

During the 2014-2015 school year, Police Personnel met with several Parent Teacher Associations (PTA) in an effort to establish a volunteer crossing guard program. There was very little to no response from PTA groups. PYLUSD has been informed that the City will only provide crossing guards at five (5) locations and that any additional crossing guards must be contracted by PYLUSD directly with All City Management Services.

Prepared by:

Reviewed and approved:



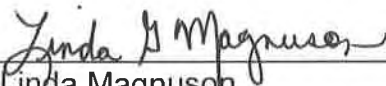
Sharlyn de la Paz
Management Analyst



Ward L. Smith
Chief of Police

Reviewed and approved:

Reviewed and approved:



Linda Magnuson
Chief Financial Officer



Damien R. Arrula
Acting City Administrator

Attachment:

1. Agreement with All City Management Services, Inc.



ALL CITY MANAGEMENT SERVICES

AGREEMENT BETWEEN THE CITY OF PLACENTIA AND ALL CITY MANAGEMENT SERVICES, INC. FOR CROSSING GUARD SERVICES

This AGREEMENT made and entered into this June 1 2015 by and between the CITY OF PLACENTIA a municipal corporation, hereinafter called the "City", and ALL CITY MANAGEMENT SERVICES, INC., hereinafter called the "Contractor".

WITNESSETH

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement is for a one year period which commences July 1, 2015 and ends on June 30, 2016 and for such term thereafter as the parties may agree upon.
2. The Contractor will provide personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a Crossing Guard. The Contractor is an independent Contractor and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the City.
3. The City's representative in dealing with the Contractor shall be designated by City of Placentia.
4. If, at any time during the contract period, the City questions the meaning of any item of this Agreement, the City may contact the Contractor for interpretation of that item.
5. The City shall determine the locations where Crossing Guards shall be furnished by the Contractor. The Contractor shall provide at each designated location personnel properly trained as herein specified for the performance of duties as a Crossing Guard. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with all items of this Agreement.
6. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement.
7. In the performance of their duties the Contractor and all employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and the laws and codes of the State of California and the City of Placentia.
8. Persons provided by the Contractor as Crossing Guards shall be trained in the laws and codes of the State of California and the City of Placentia pertaining to general pedestrian safety in school crossing areas.



ALL CITY MANAGEMENT SERVICES

9. Crossing Guard Services shall be provided by the Contractor at the designated locations on all days in which the designated schools in the City of Placentia are in session. The Contractor also agrees to maintain communication with the designated school to maintain proper scheduling.
10. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand held Stop signs and any other safety equipment which may be necessary.
11. The Contractor shall at all times provide workers' compensation insurance covering its employees, and shall provide and maintain liability insurance for Crossing Guard activities. The Contractor will provide to the City a Certificate of Insurance naming the City and its officials, officers and employees as an additional insured. Such insurance shall include commercial general liability with a combined single limit of not less than \$1,000,000.00 per occurrence and in aggregate for property damage and bodily injury. Such insurance shall be primary with respect to any insurance maintained by the City and shall not call on the City's insurance contributions. Such insurance shall be endorsed for contractual liability and personal injury and shall include the City, its officers, agents and interest of the City. Such insurance shall not be canceled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice by Certified Mail, Return Receipt Requested has been given to the Chief of Police, or designee for the City of Placentia.
12. Contractor agrees to indemnify the City, its Officers, employees and agents against, and will hold and save each of them harmless from, any and all actions, claims for damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the intentional or negligent acts, errors, or omissions of Contractor, its agents, employees, subcontractors, or invitee, provided for herein.
 - a) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses including attorney's fees incurred in connection herewith.
 - b) Contractor will promptly pay any judgment rendered against City, its officers, agents or employees for any such claims, damages, penalties, obligations or liabilities.
 - c) In the event City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the sole negligence of Contractor hereunder, Contractor agrees to pay City, its officers, agents, or employees, any and all costs and expenses incurred by City, its officers agents or employees in such action or proceeding, including, but not limited to, reasonable attorney's fees.



ALL CITY MANAGEMENT SERVICES

13. Either party shall have the right to cancel this Agreement by giving sixty (60) days written notice to the other.
14. The Contractor shall not have the right to assign this Contract to any other person or firm except with the prior written consent of the City.
15. The City agrees to pay the Contractor for the services rendered pursuant to this Agreement the sum of Sixteen Dollars and Seventy-Nine Cents (\$16.79) per hour of Crossing Guard services provided. It is understood and agreed that the cost per year of providing Three Thousand, One Hundred and Fifty (3,150) hours of service shall not exceed Fifty-Two Thousand, Eight Hundred and Eighty-Eight Dollars, (\$52,888.00).
16. Payment is due to Contractor within thirty (30) days of receipt of Contractor's properly prepared invoice.
17. Unforeseen Costs; the pricing quoted is based upon information provided by the City, current payroll tax rates, and workers compensation insurance carrier rates. The Contractor may exercise a one-time price increase during the contract period due only as result of legislative mandated increases in wages or benefits to all California Employees. The Contractor shall provide the City 60 days' notice and justification of its request to adjust pricing based on any new wage or benefit laws. The City agrees to review and respond to said notice within 30 days of service.
18. The City of Placentia shall have an option to renew this contract for an additional one year term. In the event that this Agreement is extended beyond June 30, 2016, the compensation and terms for services shall be established by mutual consent of both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

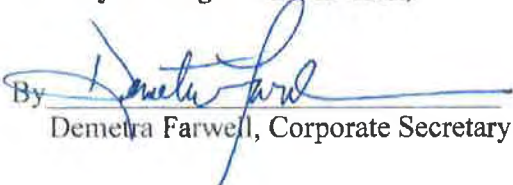
City of Placentia

By _____
Signature

Print Name and Title

Date _____

All City Management Services, Inc.

By 
Demetra Farwell, Corporate Secretary

Date _____ June 16, 2015 _____

Client Worksheet 2015 - 2016

Department: 5101

Billing Rate for 2015/2016: \$16.79

Placentia Police Dept.
401 E. Chapman Ave.
Placentia, CA 92870

Quote 5/14/2015 for a reduction in sites for the 2015-2016 fiscal year

KEY:

Traditional Calendar:

For sites with no regularly scheduled early release days, use 180 regular days

For sites with one regularly scheduled early release day/week, use 144 regular days and 36 minimum days

Sites with traditional calendar:

		17.5		180		\$16.79	=	\$52,888.50
5	Sites at 3.50 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		

TOTAL PROJECTED HOURS

3150

TOTAL ANNUAL PROJECTED COST

\$52,888.50



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: ACTING CITY ADMINISTRATOR

FROM: DIRECTOR OF COMMUNITY SERVICES

DATE: JULY 21, 2015

SUBJECT: **EXTENSION OF TRAFFIC SIGNAL MAINTENANCE SERVICES CONTRACT**

FISCAL

IMPACT: EXPENSE: \$160,000.00 TRAFFIC SIGNAL MAINTENANCE SERVICES
REVENUE: \$160,000.00 GAS TAX & MEASURE M2 FUNDS
BUDGETED: \$160,000.00 (ACCOUNT NO.: 103652-6099 & 333552-6185)

SUMMARY:

The City operates and maintains fifty-seven (57) signalized intersections and a variety of related equipment and currently contracts with Siemens Industry, Inc. formerly known as Republic ITS, Inc. (Siemens) for maintenance of the traffic signals and emergency repairs. After a competitive request for proposal process was completed, Siemens was awarded a three (3) year maintenance services agreement that has the option to extend for an additional three (3) years. This action will extend the traffic signal maintenance service contract for an additional one (1) year term through August 20, 2016.

RECOMMENDATION:

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

1. Approve Amendment No. 1 to Maintenance Services Agreement with Siemens Industry, Inc. extending the Traffic Signal Maintenance Services Agreement for an additional one (1) year through August 20, 2016; and
2. Authorize the Acting City Administrator to execute the necessary documents, in a form approved by the City Attorney.

DISCUSSION:

The City maintains fifty-seven (57) signalized intersections including additional signal equipment used in connection with the Railroad Quiet Zone Supplemental Safety Measures, synchronization projects, and battery backup systems. Traffic signal maintenance costs are comprised of routine maintenance and emergency repairs or response. Routine maintenance generally covers monthly inspections of equipment, cleaning, preventive maintenance, and testing of the various equipment components. Payment for maintenance is based on a fixed

1.g.
July 21, 2015

monthly rate per intersection. Emergency repair or response includes the unanticipated repairs that are necessary and are compensated on a time and materials basis.

A full Request for Proposal (RFP) process was conducted in July 2012 and Siemens was selected as the most qualified contractor and awarded a three (3) year traffic signal maintenance contract by City Council on August 21, 2012. Siemens currently maintains traffic signals for over 200 communities across California and has a main office nearby in the City of Anaheim that includes laboratories and a regional repair facility, which allows for quick responses to emergency situations. Siemens has provided excellent maintenance and emergency service during the initial three (3) year contract term and provided additional assistance on regional synchronization projects. The initial contract included a provision to extend the term up to an additional three (3) years, based on solid performance and service staff recommends extending the term for an additional one (1) year through August 20, 2016.

FISCAL IMPACT:

The annual amount for maintenance services and emergency repairs is approximately \$100,000 budgeted in 103652-6099 that is offset by a transfer in of Gas Tax funds. Another \$60,000 of synchronization projects is also budgeted in Capital Improvement Program (CIP) budget that is offset by both Gas Tax and Measure 2 funds. No General Fund dollars are utilized for this continued services agreement.

Submitted by:

Reviewed and approved:


Jonathan K. Nicks,
Director of Community Services


Damien R. Arrula,
Acting City Administrator

Attachment:

1. Amendment No 1 to Maintenance Services Agreement

AMENDMENT No. 1 TO MAINTENANCE SERVICES AGREEMENT

This Amendment No. 1 to Maintenance Services Agreement ("Amendment") is made and entered into as of the 21st day of July, 2015, by and between the CITY OF PLACENTIA, a Charter City and municipal corporation ("CITY"), and SIEMENS INDUSTRY, INC., ("CONTRACTOR"). CITY and CONSULTANT are sometimes here in after individually referred to as "Party" and collectively as the "Parties."

A. Recitals.

(i). CITY and CONSULTANT previously entered into that certain Maintenance Services Agreement, dated August 21, 2012 ("Agreement") whereby CONTRACTOR is to provide traffic signal maintenance services throughout CITY, referenced hereafter as ("Project").

(ii). CITY and CONTRACTOR have acknowledged that this Amendment is necessary to extend the term of the Agreement through and including August 20, 2016.

(iii). All legal prerequisites to the making of this Amendment No. 1 have occurred, NOW, THEREFORE, inconsideration of the mutual covenants and conditions set forth herein the Parties agree as follows:

B. Agreement.

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

2. CONTRACTOR shall continue to provide traffic signal maintenance services throughout the City in accordance with the Agreement.

3. Section 3.4 of the Agreement hereby is amended to extend the term thereof to and including August 20, 2016.

4. All of the terms, conditions and provisions of the Agreement, unless specifically modified herein, shall continue in full force and effect.

5. In the event of any conflict or inconsistency between the provisions of this Amendment No. 3 and the provisions of the Agreement, as heretofore amended, the provisions of this Amendment No. 1 shall control.

6. The Agreement, together with this Amendment No. 1, shall constitute the entire Agreement between the Parties and supersedes all prior negotiations, arrangements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter hereof. No amendments or other modifications of the Agreement, as hereby amended, shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

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

IN WITNESS WHEREOF, the Parties have caused Amendment No.3 to the Agreement to be executed as of the date first written above.

SIEMENS INDUSTRY, INC.

CITY OF PLACENTIA

By: _____

By: _____
Damien R. Arrula,
Acting City Administrator

By: _____

By: _____
Patrick J. Melia,
City Clerk

APPROVED AS TO FORM:

Andrew V. Arczynski,
City Attorney



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: ACTING CITY ADMINISTRATOR

FROM: DIRECTOR OF COMMUNITY SERVICES

DATE: JULY 21, 2015

SUBJECT: **ACCEPTANCE OF CONSTRUCTION WORK FOR THE PEDESTRIAN ACCESSIBILITY IMPROVEMENT PROJECT PHASE III**

FISCAL

IMPACT: EXPENSE: \$49,585.00 CONSTRUCTION MANAGEMENT & INSPECTION
\$361,774.75 CONSTRUCTION
REVENUE: \$420,000.00 CDBG FUNDS & GAS TAX FUNDS
BUDGETED: \$420,000.00 (ACCOUNT NO.: 333552-6185 J/L 62001)

SUMMARY:

On February 3, 2015, the City Council awarded a contract to CLS Constructors, for construction of the Pedestrian Accessibility Improvement Project Phase III (Project). The City received funding through the Community Development Block Grant (CDBG) and allocated Gas Tax Funds to correct deficiencies identified in the City of Placentia's American's with Disabilities Act (ADA) Transition Plan. The project scope was increased due the availability of additional grant funding and the need for additional sidewalk improvements. The increased scope of work required additional construction management and inspection services from the City's contractor Onward Engineering. This action will conclude the project and authorize filing a Notice of Completion with the Orange County Clerk Recorder's Office in the amount of \$361,774.75 for construction and authorizes final payments to CLS Constructors and Onward Engineering.

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Accept the work performed by CLS Constructors, for construction of the Pedestrian Accessibility Phase III Project in the total amount of \$361,774.75; and
2. Approve and authorize the Acting City Administrator to execute Contract Amendment No. 1 with Onward Engineering for additional Construction Management & Inspection Services, in the amount of \$26,835 in a form approved by the City Attorney; and
3. Authorize the Acting City Administrator or designee to file a Notice of Completion with the Orange County Clerk Recorder's Office for the project; and

1.h.
July 21, 2015

4. Authorize the Acting City Administrator or designee to release retention funds in accordance with the terms of the contract.

DISCUSSION:

This project was the City's third Pedestrian Accessibility Project in the Capital Improvement Program (CIP) designed to correct deficiencies identified in the City of Placentia's American's with Disabilities Act (ADA) Transition Plan. Through a competitive grant application process, the City was awarded Community Development Block Grant (CDBG) funding for ADA improvements. The scope of work included construction and improvements to curb ramps, sidewalks, and other appurtenant street improvements.

On February 3, 2015, the City Council awarded a contract to CLS Constructors, Inc., in an amount of \$315,505 for construction of this Project with a 20% contingency of \$63,101. The Project had a total of three (3) change orders, which resulted in an increase of \$33,886 to the overall budget and a total construction cost of \$361,774.75. The increases allowed more work to be done in the field and were not the result of design or engineering inconsistencies. The construction was completed on June 24, 2015. The City is prepared to accept the contractor's work and file a Notice of Completion with the Orange County Recorder's Office for this Project. In addition, City Staff is prepared to release \$18,088.74, which is the amount held in retention.

Onward Engineering was contracted to provide construction management and inspection services for the Pedestrian Accessibility Project Phase III. As a result of the additional work added to the project to utilize all grant funding, Onward Engineering was required to add additional time for their construction management and inspection services. The additional work included evaluating sites that were not part of the original construction bid package and were identified by either staff in the field or residents concerned about uplifted or cracked sidewalks throughout the City. Onward Engineering evaluated the additional sites, designed construction schematics for CLS Constructors to complete the work, stayed onsite to ensure construction was completed efficiently and ensured full compliance with all federal grant and labor standards. Onward Engineering monitored the project to maximize available grants funds and ensure the most amount of sidewalk and curbcut improvements could be completed with the available funding. Additionally Onward Engineering made certain that construction was completed well before the CDBG grant deadlines and worked directly with City staff to complete all required documents for our grant reimbursement. Onward Engineering has performed well managing the contractor, negotiating change orders, and increased their time/scope of work that was not originally factored into their original proposal. Onward Engineering's request for an additional \$26,835 above their original agreement is justifiable and is still below the original project budget.

FISCAL IMPACT:

The Project is funded by federal CDBG funds (\$350,000) and the City of Placentia Gas Tax Funds (\$61,359.75). The Project was fully completed and \$8,640.25 under the original planned project budget within the Capital Improvement Program (CIP). No General Funds were used in the completion of this Project.

Prepared by:

Submitted by:



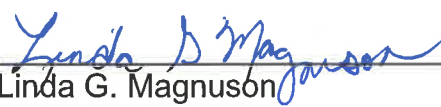
Jeannette Ortega
Economic Development Manager



Jonathan Nicks
Director of Community Services

Reviewed by:

Reviewed and approved:



Linda G. Magnuson
Chief Financial Officer



Damien R. Arrula
Acting City Administrator

Attachment:

1. Notice of Completion

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO Name City Clerk Street City of Placentia Address 401 E. Chapman Ave. City & Placentia, CA 92870 State	
--	--

City Council Approval:

SPACE ABOVE THIS LINE FOR RECORDER'S USE
Free Recording Per Government Code Section 6103

Deputy City Clerk

NOTICE OF COMPLETION

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

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is City of Placentia
3. The full address of the owner is 401 East Chapman Avenue
Placentia, CA 92870

4. The nature of the interest or estate of the owner is: In fee.

N/A

(If other than fee, strike "In fee" and insert, for example, "purchaser under contract of purchase," or "lessee")

5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

NAMES

ADDRESSES

N/A

6. A work of improvement on the property hereinafter described was completed on June 1, 2015. The work done was:

The project consisted of the construction of sidewalk, curb & gutter, and ADA curb ramps.

The name of the contractor, if any, for such work of improvement was CLS Constructors, Inc.

7. 21935 Van Buren Street, Suite B-7, Grand Terrace, CA 92313

2/3/2015

(If no contractor for work of improvement as a whole, insert "none".)

(Date of Contract)

8. The property on which said work of improvement was completed is in the city of Placentia

County of Orange, State of California, and is described as follows: Pedestrian Accessibility Project - Phase III

9. The street address of said property is "none"

(If no street address has been officially assigned, insert "none".)

CITY OF PLACENTIA

Dated: 7-21-2015

Verification for Individual Owner

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

VERIFICATION

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

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

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

Executed on July 21, 2015, at Placentia, California.
(Date of Signature.) (City where signed.)

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

DO NOT RECORD

REQUIREMENTS AS TO NOTICE OF COMPLETION

A notice of completion must be filed for record WITHIN 10 DAYS after completion of the work of improvement (to be computed exclusive of the day of completion), as provided in Civil code Section 3093.

The "owner" who must file for record a notice of completion of a building or other work of improvement means the owner (or his successor in-interest at the date the notice is filed) on whose behalf the work was done, though his ownership is less than the fee title. For example, if A is the owner in fee, and B, lessee under a lease, causes a building to be constructed, then B, or whoever has succeeded to his interest at the date the notice is filed, must file the notice.

If the ownership is in two or more persons as joint tenants or tenants in common, the notice may be signed by any one of the co-owners (in fact, the foregoing form is designed for giving of the notice by only one cotenant), but the names and addresses of the other co-owners must be stated in paragraph 5 of the form.

Note that any Notice of Completion signed by a successor in interest shall recite the names and addresses of his transferor or transferors.

In paragraphs 3 and 5, the full address called for should include street number, city, county and state.

As to paragraphs 6 and 7, this form should be used only where the notice of completion covers the work of improvement as a whole. If the notice is to be given only of completion of a particular contract, where the work of improvement is made pursuant to two or more original contracts, then this form must be modified as follows: (1) Strike the words "A work of improvement" from paragraph 6 and insert a general statement of the kind of work done or materials furnished pursuant to such contract (e.g., "The foundations for the improvements"); (2) Insert the name of the contractor under the particular contract in paragraph 7.

In paragraph 7 of the notice, insert the name of the contractor for the work of improvement as a whole. No contractor's name need be given if there is no general contractor, e.g., on so-called "owner-builder jobs."

In paragraph 8, insert the full, legal description, not merely a street address or tax description. Refer to deed or policy of title insurance. If the space provided for description is not sufficient, a rider may be attached.

In paragraph 9, show the street address, if any, assigned to the property by any competent public or governmental authority.

This standard form covers most usual problems in the field indicated. Before you sign, read it, fill in all blanks, and make changes proper to your transaction. Consult a lawyer if you doubt the form's fitness for your purpose.





Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

FROM: ACTING CITY ADMINISTRATOR

DATE: JULY 21, 2015

SUBJECT: **CONTRACT WITH CASC ENGINEERING AND CONSULTING FOR ESTABLISHMENT OF COMMERCIAL OVERLAY ZONE TO DEVELOP COMMERCIAL RETAIL AT CROWTHER & PLACENTIA**

FISCAL

IMPACT: EXPENDITURE: NOT-TO-EXCEED \$40,000 FROM JULY 31, 2015 TO June 30, 2016

BUDGETED: \$40,000 (Account No.: 109595-6999)

SUMMARY:

In order to construct the Placentia Avenue grade separation project, the City acquired the parcel located at the north east corner of Crowther Avenue and Placentia Avenue. Since the grade separation project is now complete, the City must sell the property and provide the sale proceeds to the Orange County Transportation Authority (OCTA). The City is actively seeking a retail commercial development at the corner property to complement the adjacent commercial development in Fullerton, which is adjacent to the property. In order to fulfill a commercial development, the City must prepare a commercial zone overlay and corresponding environmental documents. This action approves a Professional Services Agreement with CASC Engineering Engineering and Consulting (CASC) to conduct planning and land use entitlement services specifically as it relates to the proposed zone change. The proposed agreement is from July 31, 2015 to June 30, 2016 for an amount not-to-exceed \$40,000 with a one (1) year extension option.

RECOMMENDATION:

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

1. Approve a Professional Services Agreement with CASC, Inc. for planning and land use entitlements services for an amount not-to-exceed \$40,000 from July 31, 2015 to June 30, 2016 with a one (1) year extension option; and
2. Authorize the Acting City Administrator to execute the necessary documents, in a form approved by the City Attorney.

DISCUSSION:

As a by-product of the OCTA OC Bridges Project at Placentia Avenue, the City acquired three (3) remnant parcels from OCTA. The parcels in question are currently zoned (M) manufacturing

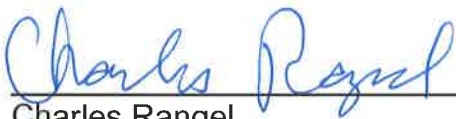
1.i.
July 21, 2015

and the General Plan Land Use Designation is Industrial. CASC will provide a land use study as to the highest and best use of these parcels. Meanwhile, CBRE, which offers strategic advice and execution for property sales and leasing; has already begun marketing the parcel located at the northeast corner of Placentia Avenue and Crowther Avenue (480 S. Placentia Avenue) due to its prime location and suitability to commercial. The City has been in active discussions with CBRE on a potential retail anchor for the subject property and will bring back a purchase and sale agreement for the site in the near future. In the meantime, the City must prepare the advanced planning documents necessary to facilitate a retail development.

FISCAL IMPACT:

The proposed contract price with CASC is a total amount of \$40,000 from July 31, 2015 to June 30, 2016.

Prepared by:



Charles Rangel
Contract Senior Planner

Reviewed and approved:



Damien R. Arrula
Acting City Administrator

Attachment:

1. Professional Services Agreement with CASC.

CITY OF PLACENTIA CONSULTING SERVICES AGREEMENT

This Agreement is made and entered into this day of June, 2015, by and between the City of Placentia, a Charter City and Municipal Corporation ("CITY") and CASC Engineering and Consulting, a California Corporation, ("CONSULTANT").

A. Recitals.

- (i). CITY requires professional planning and engineering services ("Work").
- (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 Acting City Administrator of CITY or his or her designee.
- (b). Scope of Services: The provision of Planning and Engineering Services, Scope of Services attached to this Agreement as Exhibit "A" and incorporated herein by reference ("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 Exhibit "A" 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 (1) additional year based on CONSULTANT performance and approval by the City Council.

(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 \$40,000.00 for the performance of the services. Said 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: Acting City Administrator
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To Consultant:	CASC Engineering and Consulting 1470 Cooley Drive Colton, CA 92324 Attn: Adam Rush, Director of Planning
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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 "B."

(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

Adam Rush ,
Director of Planning

CITY

Damien Arrula
Acting City Administrator

ATTEST:

Patrick J. Melia
City Clerk

Approved as to form:

Andrew V. Arczynski,
City Attorney

**CITY OF PLACENTIA
CONSULTING SERVICES FEE SCHEDULE**

1. PLANNING SERVICES	\$90.00 per hour
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Scope of Services

- Provide the City with planning services to include but not be limited to: analyze and process land use entitlement requests submitted by applicants at large or initiated by the City. Analytic duties will include plan checking and cross-referencing of site plans, blueprints, grading plans, conceptual landscape plans and related project submittals against city development standards, zoning districts, and related City policies. Perform research for issues related to land use entitlement assignments. Conduct field studies and site inspections if needed.
- Manage and oversee the entitlement process on behalf of the City, which includes coordinating staff reports for the Planning Commission and City Council agenda. Processing, carrying out, assigning, drafting and reviewing cases and reports assigned to consultant. Attend meetings with City staff, project proponents, elected officials and other government agencies.
- Prepare reports as they pertain to required entitlements such as Conditional Use Permits, zone variances, parcel maps, zone changes and General Plan Amendments and associated environmental reports and Initial Studies in accordance with CEQA. Present these cases to the Planning Commission, advisory Boards, and City Council as required.
- Perform technical review of studies submitted by applicants and relates submittal applications and materials.
- Coordinate action and workflow within the Planning, Engineering and Building Departments.
- Assist in processing construction plans, calculate fees; review plans for the purposes of establishing valuation and computing plan check and various other fees; make preliminary review of plans, blueprints and applications for building construction to ensure conformance with codes, ordinances and regulations governing construction.



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: ACTING CITY ADMINISTRATOR

FROM: CHIEF OF POLICE

DATE: JULY 21, 2015

SUBJECT: **ADDITIONAL APPROPRIATIONS FOR PATROL OVERTIME BUDGET TO PARTICIPATE IN THE OFFICE OF TRAFFIC SAFETY GRANT – “SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) FOR 2015-2016”**

FISCAL
IMPACT: EXPENSE: \$91,280.00
 OFFSETTING REVENUE: \$91,280.00

SUMMARY:

The Police Department submitted a grant application to the Office of Traffic Safety (OTS) to acquire funds in order to actively enforce Driving Under the Influence (DUI) laws through six (6) DUI/DL checkpoints, ten (10) DUI Saturation Patrols, and other enforcement and educational means. OTS has completed the selection process for grant applications and the City of Placentia has been selected as a recipient. This action approves the acceptance of the OTS grant and enables Staff to move forward with the final paperwork with OTS so the Police Department can begin scheduling future DUI checkpoints and saturation patrols.

RECOMMENDATION:

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

1. Accept the Office of Traffic Safety grant in the form presented and direct the Chief of Police or his designee to complete the necessary documents; and
2. Adopt Resolution No. R-2015-xx, A Resolution of the City Council of the City of Placentia, California, Authorizing a Budget Amendment in Fiscal Year 2015-16 in the Aggregate Amount of \$91,280.00 in compliance with City Charter § § 1206 and 1209 Pertaining to Appropriations for Actual Expenditures.

DISCUSSION:

To enhance the City's traffic safety program, the Placentia Police Department submitted a grant proposal entitled "Selective Traffic Enforcement Program" (STEP) to the Office of Traffic Safety. The primary goal of the project is to reduce the number of people killed in alcohol-related crashes by using direct enforcement and education. The program will allow for six (6) DUI/DL

1.j.
July 21, 2015

checkpoints, ten (10) saturation patrols, two (2) warrant service operations, two (2) traffic enforcement operations, two (2) distracted driving operations, four (4) bicycle and pedestrian enforcement operations, and two (2) Traffic Safety educational presentations to be conducted during a 12-month period.

Sobriety checkpoints and saturation patrols are an effective way to maximize the deterrent effect and increase the perception of apprehension of motorists who would operate a vehicle while impaired by alcohol. Studies conducted in California and other states point to the fact that cities conducting sobriety checkpoints report substantial reductions in alcohol-involved crashes. Additionally, organizations such as the National Highway Traffic Safety Administration, the National Transportation Safety Board, and Mothers Against Drunk Driving call sobriety checkpoints one of the most important DUI countermeasures available to law enforcement agencies.

The STEP grant is administered by the Office of Traffic Safety (OTS). It covers personnel overtime costs to conduct the identified strategies from October 1, 2015 through September 30, 2016. There are a number of provisions and pre-determined goals that have been agreed to. Some of the terms and conditions of the grant include:

- To develop and/or maintain a "hot sheet" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions.
- To send law enforcement personnel to the following training: Standardized Field Sobriety Testing, Advanced Roadside Impaired Driving Enforcement, and Drug Recognition Expert.
- Grantees are reimbursed only for the actual overtime costs for checkpoint operations up to the contractual cost per checkpoint and up to the award amount. OTS-approved checkpoint supplies (cones, signage, vests, PAS devices/supplies and lighting equipment) are reimbursable provided that the total cost of supplies, including tax and shipping, does not exceed the award.

FISCAL IMPACT:

Revenue: \$91,280.00 from the Office of Traffic Safety for personnel and equipment costs associated with grant activities.

The current police department overtime budget does not include the amount needed to fund these details during the Fiscal Year. A budget amendment in the amount listed is required to ensure payment during each pay period the details were completed, but the City would receive quarterly reimbursement from OTS.

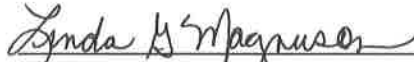
Additional revenue may occur due to fees, fines, penalty assessments, and emergency cost recovery. Revenue from these sources is difficult to estimate. Any income generated by the DUI checkpoints and saturation patrols are to be deposited into the General Fund.

Prepared by:



Lt. Eric Point
Patrol Operations Commander

Reviewed and approved:



Linda Magnuson
Chief Financial Officer

Reviewed and approved:



Ward L. Smith
Chief of Police

Reviewed and approved:



Damien R. Arrula
Acting City Administrator

Attachments:

1. Resolution
2. Office of Traffic Safety Grant No. PT1671

RESOLUTION NO. R-2015-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PLACENTIA, CALIFORNIA AUTHORIZING A BUDGET
AMENDMENT IN FISCAL YEAR 2015/16 IN THE
AGGREGATE AMOUNT OF \$91,280.00 IN COMPLIANCE
WITH CITY CHARTER §§ 1206 AND 1209 PERTAINING
TO APPROPRIATIONS FOR ACTUAL EXPENDITURES.

A. Recitals.

(i). The adopted budget for the 2015/16 Fiscal Year sets out estimated appropriations for City expenses throughout the year.

(ii). From time to time the adopted budget must be adjusted when precise expenditures are finally determined or when estimated expenditures exceed projected costs allocated.

(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 2015/16, Resolution No. R-2015-xx, 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	Type
General Fd	Overtime	Police Dept	103041-5015	73,177.00	Expense
General Fd	Travel	Police Dept	103041-6235	3,003.00	Expense
General Fd	Machinery/Equip	Police Dept	103041-6840	15,100.00	Expense
General Fd	Federal Grant	Police Dept	100000-4201	91,280.00	Revenue

PASSED, ADOPTED AND APPROVED this 21st day of July, 2015.

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 21st day of July, 2015 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

GRANTS MADE EASY - STEP
SCHEDULE A
GRANT DESCRIPTION
GRANT No. PT1671

PAGE 1

1. PROBLEM STATEMENT

Over the last three years, the City of Placentia has seen direct connection with not only the rise in fatal and major injury collisions, but a rise in alcohol- and drugged-involved collisions.

The City of Placentia had one fatal traffic collision between 2007 and 2011. In 2012, the City experienced one fatal collision involving a driver that admitted to marijuana use prior to the collision occurring. In 2013, the City had three fatal collisions, two of which were DUI related. In 2014, our City had two fatal collisions. In one of the collisions, the deceased driver was found to be driving under the influence of alcohol and drugs. A traffic safety grant would greatly assist our agency combat the problem of driving under the influence.

The Placentia Police Traffic Bureau is currently staffed with one motor sergeant and two full time motor officers. We also have a part time police officer and two community service officers who oversee our impound lot operations. In addition, the Bureau is staffed with three part time Traffic Control Aides (TCA) to assist with parking enforcement, vehicle abatement / markings, collision investigations, and DUI saturations. One of the motor officer positions had been vacant for the past year and a half stemming from an on duty traffic collision where the officer was on extended medical leave and was ultimately medically retired. The second motor position was recently filled and the officer will have completed motor officer training by the start of this grant. Due to other staffing issues, the Commercial Enforcement Program was eliminated in order to staff Patrol.

The City's largest traffic safety issues compared to OTS rankings are HBD drivers ages 21 – 34, pedestrians under the age of 15, and bicyclists under the age of 15. The Traffic Bureau will focus on these areas as well as other primary collision factors such as speed, failure to yield, and red light violations.

A. Traffic Data Summary:

Collision Type	2012				2013				2014			
	Collisions		Victims		Collisions		Victims		Collisions		Victims	
Fatal	1		1		3		4		2		2	
Injury	131		171		144		156					
	Fatal	Injury	Killed	Injured	Fatal	Injury	Killed	Injured	Fatal	Injury	Killed	Injured
Alcohol - Involved	1	9	1	11	2	6	2	8	1	9	1	9
Hit & Run	10	7	0	7	0	4	0	4	8	8	0	8
Nighttime (2100-0259 hours)	1	5	1	5	2	3	3	3	56	22	0	30
Top 3 Primary Collision Factors									Fatal	Injury	Killed	Injured
#1 -	Speed								0	82	0	110
#2 -	Failure to Yield								0	39	0	48
#3 -	Red Light Violations								1	32	2	59

GRANTS MADE EASY - STEP
SCHEDULE A
GRANT DESCRIPTION
GRANT NO. PT1671

PAGE 2

2. PERFORMANCE MEASURES

A. Goals:

- 1) To reduce the number of persons killed in traffic collisions.
- 2) To reduce the number of persons injured in traffic collisions.
- 3) To reduce the number of persons killed in alcohol-involved collisions.
- 4) To reduce the number of persons injured in alcohol-involved collisions.
- 5) To reduce the number of persons killed in drug-involved collisions.
- 6) To reduce the number of persons injured in drug-involved collisions.
- 7) To reduce the number of persons killed in alcohol/drug combo-involved collisions.
- 8) To reduce the number of persons injured in alcohol/drug combo-involved collisions.
- 9) To reduce the number of motorcyclists killed in traffic collisions.
- 10) To reduce the number of motorcyclists injured in traffic collisions.
- 11) To reduce the number of motorcyclists killed in alcohol-involved collisions.
- 12) To reduce the number of motorcyclists injured in alcohol-involved collisions.
- 13) To reduce hit & run fatal collisions.
- 14) To reduce hit & run injury collisions.
- 15) To reduce nighttime (2100 - 0259 hours) fatal collisions.
- 16) To reduce nighttime (2100 - 0259 hours) injury collisions.
- 17) To reduce the number of bicyclists killed in traffic collisions.
- 18) To reduce the number of bicyclists injured in traffic collisions.
- 19) To reduce the number of pedestrians killed in traffic collisions.

SCHEDULE B
DETAILED BUDGET ESTIMATE
GRANT NO. PT1671

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
164AL	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	\$ 83,677.00
402PT	20.600	State and Community Highway Safety	\$ 7,603.00

COST CATEGORY	FISCAL YEAR ESTIMATES 10/1/15 thru 9/30/16			TOTAL COST TO GRANT
	CFDA	FY-1		
A. PERSONNEL COSTS				
Positions and Salaries				
<u>Overtime</u>				
DUI / Driver's License Checkpoints	20.608	\$ 46,628.00		\$ 46,628.00
DUI Saturation Patrols	20.608	\$ 16,594.00		\$ 16,594.00
Warrant Service Operations	20.608	\$ 5,355.00		\$ 5,355.00
Traffic Enforcement Operations	20.600	\$ 1,150.00		\$ 1,150.00
Distracted Driving Operations	20.600	\$ 1,150.00		\$ 1,150.00
Bike / Pedestrian Safety Operations	20.600	\$ 2,300.00		\$ 2,300.00
Category Sub-Total		\$ 73,177.00		\$ 73,177.00
B. TRAVEL EXPENSE				
In-State	20.600	\$ 3,003.00		\$ 3,003.00
Out-of-State		\$ -		\$ -
Category Sub-Total		\$ 3,003.00		\$ 3,003.00
C. CONTRACTUAL SERVICES				
None		\$ -		\$ -
Category Sub-Total		\$ -		\$ -
D. EQUIPMENT				
Light Tower Trailer	20.608	\$ 15,100.00		\$ 15,100.00
Category Sub-Total		\$ 15,100.00		\$ 15,100.00
E. OTHER DIRECT COSTS				
None		\$ -		\$ -
Category Sub-Total		\$ -		\$ -
F. INDIRECT COSTS				
None		\$ -		\$ -
Category Sub-Total		\$ -		\$ -
GRANT TOTAL		\$ 91,280.00		\$ 91,280.00

SCHEDULE B-1
GRANT NO. PT1671

BUDGET NARRATIVE

Page 1

PERSONNEL COSTS

Overtime

Overtime for grant funded law enforcement operations may be conducted by personnel such as a Lieutenant, Sergeant, Corporal, Deputy, Officer, Reserve Officer, Community Services Officer, Dispatcher, etc., depending on the titles used by the agency and the grantees overtime policy. Personnel will be deployed as needed to accomplish the grant goals and objectives.

Costs are estimated based on an overtime hourly rate range of \$30.95/hour to \$94.79/hour.

Overtime reimbursement will reflect actual costs of the personnel conducting the appropriate operation up to the maximum range specified.

No benefits will be paid in this grant.

TRAVEL EXPENSE

In State

Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. Anticipated travel may include the Lifesavers Conference in Long Beach. *All conferences, seminars or training not specifically identified in the Schedule B-1 (Budget Narrative) must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.*

CONTRACTUAL SERVICES

None

EQUIPMENT

1 Light Tower Trailer – trailer with high intensity light fixture(s) mounted on top of a telescoping boom and powered by a generator to illuminate a wide area for greater visibility during night time hour operations.

OTHER DIRECT COSTS

None

INDIRECT COSTS

None

PROGRAM INCOME

There will be no program income generated from this grant.

EXHIBIT A
CERTIFICATIONS AND ASSURANCES

Page 1

Failure to comply with applicable Federal statutes, regulations, and directives may subject Grantee Agency officials to civil or criminal penalties and/or place the State in a high risk grantee status in accordance with 49 CFR §18.12.

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended
- 49 CFR Part 18—Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 23 CFR Part 1200—Uniform Procedures for State Highway Safety Grant Programs

NONDISCRIMINATION

The Grantee Agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, *et seq.*), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all sub-recipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities; (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, *et seq.*), relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

EXHIBIT A
CERTIFICATIONS AND ASSURANCES

Page 2

BUY AMERICA ACT

The Grantee Agency will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

POLITICAL ACTIVITY (HATCH ACT)

The Grantee Agency will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, sub-grants, and contracts under grant, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

EXHIBIT A
CERTIFICATIONS AND ASSURANCES

Page 3

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Instructions for Primary Certification

1. By signing and submitting this grant agreement, the Grantee Agency Official is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the Grantee Agency Official to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the Grantee Agency Official knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The Grant Agency Official shall provide immediate written notice to the department or agency to which this grant agreement is submitted if at any time the Grantee Agency Official learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *grant agreement*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and coverage sections of 49 CFR Part 29. You may contact the department or agency to which this grant agreement is being submitted for assistance in obtaining a copy of those regulations.
6. The Grantee Agency Official agrees by submitting this grant agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The Grantee Agency Official further agrees by submitting this grant agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the

EXHIBIT A
CERTIFICATIONS AND ASSURANCES

Page 4

eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

(1) The Grantee Agency Official certifies to the best of its knowledge and belief, that its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- (b) Have not within a three-year period preceding this grant agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/grant agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the Grantee Agency Official is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this grant agreement.

Instructions for Lower Tier Certification

1. By signing and submitting this grant agreement, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the

EXHIBIT A
CERTIFICATIONS AND ASSURANCES

Page 5

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this grant agreement is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, grant agreement, and voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this grant agreement is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this grant agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this grant agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

EXHIBIT A
CERTIFICATIONS AND ASSURANCES

Page 6

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this grant agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this grant agreement.

GRANTS MADE EASY - STEP
SCHEDULE A
GRANT DESCRIPTION
GRANT NO. PT1671

PAGE 3

20) To reduce the number of pedestrians injured in traffic collisions.

B. Objectives:

- 1) To develop (by December 31) and/or maintain a "HOT Sheet" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated HOT sheets should be distributed to patrol and traffic officers monthly.
- 2) To send 2 law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hour) POST-certified training.
- 3) To send 2 law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.
- 4) To send 1 law enforcement personnel to the IACP Drug Recognition Expert (DRE) training.
- 5) To send 1 law enforcement personnel to the IACP Drug Recognition Expert (DRE) Recertification training.
- 6) To conduct 6 DUI/DL Checkpoints. *Note: A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the NHTSA Summer Mobilization.*
- 7) To conduct 10 DUI Saturation Patrol operation(s).
- 8) To conduct 2 Warrant Service operation(s) targeting multiple DUI offenders who fail to appear in court.
- 9) To conduct 2 Traffic Enforcement operation(s), including but not limited to, primary collision factor violations.
- 10) To conduct 2 Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.
- 11) To conduct 2 Traffic Safety educational presentations with an effort to reach 100 community members. *Note: Presentations may include topics such as distracted driving, DUI, speed, bicycle & pedestrian safety, seatbelts and child passenger safety.*
- 12) To conduct 4 highly publicized enforcement operation(s) in areas of or during events with a high number of bicycle and/or pedestrian collisions resulting from violations made by bicyclists, pedestrians, and drivers.

**GRANTS MADE EASY - STEP
SCHEDULE A
GRANT DESCRIPTION
GRANT NO. PT1671**

PAGE 4

- 13) To participate in and collect and report DUI enforcement data for the NHTSA Winter and Summer Mobilizations.
- 14) To participate in and collect and report data for the National Distracted Driving Awareness Month in April.
- 15) To participate in and collect and report data for the NHTSA Click It or Ticket mobilization period in May.
- 16) To participate in the National Bicycle Safety Month in May.
- 17) To collaborate with the county's Avoid Lead Agency by: participating in all planning/scheduling meetings and MADD/Avoid DUI Seminars; providing your agency's schedule of operations that occur during any Avoid campaign; and reporting your agency's DUI arrests & DUI fatality information during any Avoid campaign.

***NOTE:** Nothing in this "agreement" shall be interpreted as a requirement, formal or informal, that a particular police officer issue a specified or predetermined number of citations in pursuance of the goals and objectives hereunder.*

***NOTE:** To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release for each checkpoint operation. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoint operations should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoint operations that begin prior to 1800 hours.*

3. METHOD OF PROCEDURE

A. Phase 1 - Program Preparation, Training and Implementation (1st Quarter of Grant Year)

- The police department will develop operational plans to implement the "best practice" strategies outlined in the objectives section.
- All training needed to implement the program should be conducted this quarter.
- All grant related purchases needed to implement the program should be made this quarter.
- In order to develop/maintain the "Hot Sheets," research will be conducted to identify the "worst of the worst" repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The Hot Sheets may include the driver's name, last known address, DOB, description, current license

**GRANTS MADE EASY - STEP
SCHEDULE A
GRANT DESCRIPTION
GRANT NO. PT1671**

PAGE 5

status, and the number of times suspended or revoked for DUI. Hot Sheets should be updated and distributed to traffic and patrol officers at least monthly.

- Implementation of the STEP grant activities will be accomplished by deploying personnel at high collision locations.

Media Requirements

- Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.

B. Phase 2 - Program Operations (Throughout Grant Year)

- The police department will work to create media opportunities throughout the grant period to call attention to the innovative program strategies and outcomes.

Media Requirements

- Send all grant-related activity press releases, media advisories, alerts and general public materials to the OTS Public Information Officer (PIO) at pio@ots.ca.gov, with a copy to your OTS Coordinator.
 - a) If an OTS template-based press release is used, the OTS PIO and Coordinator should be copied when the release is distributed to the press. If an OTS template is not used, or is substantially changed, a draft press release shall be sent to the OTS PIO for approval. Optimum lead time would be 10-20 days prior to the release date to ensure adequate turn-around time.
 - b) Press releases reporting the results of grant activities such as enforcement operations are exempt from the recommended advance approval process, but still should be copied to the OTS PIO and Coordinator when the release is distributed to the press.
 - c) Activities such as warrant service operations and court stings that could be compromised by advanced publicity are exempt from pre-publicity, but are encouraged to offer embargoed media coverage and to report the results.
- Use the following standard language in all press, media, and printed materials: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator at least 30 days in advance, a short description of any significant grant-related traffic safety event or program so OTS has sufficient notice to arrange for attendance and/or participation in the event.

**GRANTS MADE EASY - STEP
SCHEDULE A
GRANT DESCRIPTION
GRANT No. PT1671**

PAGE 6

- Submit a draft or rough-cut of all printed or recorded material (brochures, posters, scripts, artwork, trailer graphics, etc.) to the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator for approval 14 days prior to the production or duplication.
- Include the OTS logo, space permitting, on grant-funded print materials; consult your OTS Coordinator for specifics.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

- Agencies are required to collect and report quarterly, appropriate data that supports the progress of goals and objectives.
- Statistical data relating to the grant goals and objectives will be collected, analyzed, and incorporated in Quarterly Performance Reports (QPRs). QPRs for the quarter ending September 30 will include year-to-date comparisons of goals and objectives. If required, a separate quarterly data reporting form will be completed each quarter and submitted as part of the QPR.
- Reports will compare actual grant accomplishments with the planned accomplishments. They will include information concerning changes made by the Grant Director in planning and guiding the grant efforts.
- Reports shall be completed and submitted in accordance with OTS requirements as specified in the Grant Program Manual.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the “Final Evaluation” section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant’s accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full support of the City of Placentia. Every effort will be made to continue the activities after the grant conclusion.



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: ACTING CITY ADMINISTRATOR

FROM: DIRECTOR OF ADMINISTRATIVE SERVICES

DATE: JULY 21, 2015

SUBJECT: **AMENDMENT TO POSITION ALLOCATION AND COMPENSATION PLAN FOR CHIEF DEPUTY CITY CLERK POSITION**

FISCAL
IMPACT: \$6,970

SUMMARY:

The City of Placentia utilizes the position of Chief Deputy City Clerk to oversee and manage the operations of the City Clerk's Office. In recent years there has been an extremely high turnover in the position and the City has had a difficult time in recruiting and retaining highly qualified and experienced professional City Clerks. Currently the City is utilizing the services of a temporary staffing agency for the Chief Deputy City Clerk position. This action would amend the Position Allocation and Compensation Plan for Fiscal Year 2015-16 to adjust the salary schedule for the Chief Deputy City Clerk position to allow for the hiring of a permanent replacement to stabilize the City Clerk's Office operations and services.

RECOMMENDATION:

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

1. Adopt Resolution No. R-2015-xx, A Resolution of the City Council of the City of Placentia Amending the Position Allocation Plan and Compensation Plan for Fiscal Year 2015-16.

DISCUSSION:

The City of Placentia operates with an elected City Clerk, an appointed Chief Deputy City Clerk and City Clerk Specialist to operate and manage all City Clerk functions. Responsibilities of the appointed staff include:

- Custodian of all official City documents and records.
- City Council agenda and minute preparation and distribution.
- Records, certifies and files with appropriate agencies official City Council Actions and notifications.
- Coordinates and manages all Public Records Act requests for legal compliance.
- Serves as City Elections Official and assists candidates and elected officials in meeting their legal requirement before, during, and following an election, including Political Reform Act requirements.
- Assists in City Council and Administrative Policy development and implementation.

1.k.
July 21, 2015

- Administers the City-wide Records Management Program including records retention processes and procedures.
- Filing officer for Conflict of Interest Statements.
- Publishing and posting legal notices.
- Maintenance and codifying the Placentia Municipal Code.
- Conducts training with Commission liaisons to ensure Brown Act requirements are understood and implemented.

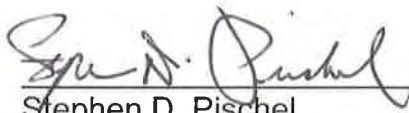
The City has had a difficult time in both the recruitment and retention of a qualified and experienced Chief Deputy City Clerk. The current salary range for the position is well below market and has made Placentia unable to recruit a permanent replacement. The City currently is utilizing a temporary employment agency for the Chief Deputy City Clerk position and is fortunate to have a highly qualified and experienced individual serving in the capacity.

Recruitment for the permanent placement has remained open since entering into the third party agreement in November 2014 with extremely poor results. By increasing the salary range, the City will be able to enter into an employment agreement with the current contract employee at a lower cost than the City is currently paying the outside firm. The cost to utilize the temporary agency is more expensive than the cost of having the position filled with a City employee, even with an adjustment to the current salary schedule.

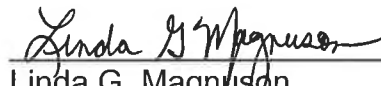
Staff recommends an adjustment of the position control point from \$5,996.15 to \$6,657.56 per month. The current contract employee who has over twenty (20) years of Chief Deputy City Clerk experience is willing to enter into an employment agreement as an at-will employee to serve as the City's full-time Chief Deputy City Clerk.

Prepared by:

Reviewed and approved:



Stephen D. Pischel
Director of Administrative Services



Linda G. Magnuson
Chief Financial Officer

Reviewed and approved:



Damien R. Arrula
Acting City Administrator

Attachment:

1. Resolution

RESOLUTION NO. R-2015-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF PLACENTIA AMENDING THE POSITION
ALLOCATION PLAN AND COMPENSATION PLAN FOR
FISCAL YEAR 2015-16.

A. Recitals.

(i). The City of Placentia Position Allocation Plan and Compensation Plan, effective July 1, 2015 for Fiscal Year 2015-16, are components of the annual budget process.

(ii). The City Council desires to amend said Position Allocation Plan and Compensation Plan to adjust the salary for the position of Chief Deputy City Clerk.

(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 does hereby resolve as follows:

1. The Position Allocation Plan and Compensation Plan are being amended to reflect an adjustment to the position of Chief Deputy City Clerk setting the Base Rate/Control Point salary at \$6,657.56 per month.

2. The amended Compensation Plan - Salary Schedule is attached hereto as Appendix "B" and hereby is approved.

PASSED, ADOPTED AND APPROVED this 21st day of July, 2015.

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 introduced and adopted at a regular meeting of the City Council of the City of Placentia, held on the 16th day of June 2015, 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

APPENDIX "B"
COMPENSATION PLAN/SALARY SCHEDULE
MANAGEMENT AND MID-MANAGEMENT EMPLOYEES
Effective July 1, 2015

Executive Management Staff

Job Class	Base Rate/CP *
City Administrator**	16,204.03
Police Chief	13,620.87
Assistant City Administrator	12,807.00
Director of Administrative Services	11,430.50
Director of Community Services	11,430.50
Chief Financial Officer	11,430.50
Director of Public Works	11,430.50

Mid-Management Staff

Class Title	Base Rate/CP*
Accountant	5,368.29
Associate Civil Engineer	6,792.93
Associate Planner	5,891.51
Chief Building Official	8,161.10
Community Services Supervisor	5,710.62
Chief Deputy City Clerk	6,657.56
Deputy Chief of Police	12,780.13
Deputy City Clerk	5,203.52
Deputy Director of Community Svcs.	8,108.53
Economic Development Manager	6,701.41
Finance Services Manager	7,833.39
Human Resources Analyst	5,710.62
Management Analyst	5,710.62
Neighborhood Services Manager	6,701.41
Public Works Manager	8,907.49
Public Works Superintendent	6,701.41
Senior Accountant	6,600.84
Senior Management Analyst	6,657.56

NOTE: 1. All job classes on this salary schedule shall be

1. All job classes on this salary schedule shall be ineligible for overtime credit.

2. Per City Council Resolution * (83-R-125, 86-R-129, 88-R-112)

20% below the base/rate control point to 10% above the base/rate control point based upon performance

** City Administrator base rate set by contract with City Council



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: ACTING CITY ADMINISTRATOR

FROM: PUBLIC WORKS SUPERINTENDENT

DATE: JULY 21, 2015

SUBJECT: **POLICY NO. 616 REVISION TO INCLUDE PARKWAY DESIGN GUIDE**

FISCAL
IMPACT: NONE

SUMMARY:

In residential areas of the City, parkways typically have grass, trees and other plant material. Due to the increasing need for water conservation, there has been a growing interest from property owners to replace grass and plants that require heavy watering with drought-tolerant alternatives. Along with this interest, have come requests from property owners for clear guidance on the types of plants or trees that would be appropriate and procedures for completing upgrades to parkways. This item would update Policy No. 616, Parkway Trees, to include a Parkway Design Guide for drought tolerant parkway improvements.

RECOMMENDATION:

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

1. Adopt Resolution No. R-2015-xx, A Resolution of the City Council of the City of Placentia, Approving and Adopting Amendments to the City of Placentia Policy and Procedure Manual Regarding Parkway Design.

DISCUSSION:

A parkway is defined as the land area between the street curb and the sidewalk. In non-residential and residential areas of the City, the parkway has generally been planted with grass. Parkway are important to individual property owners and the City as a whole to return storm water and irrigation runoff to the groundwater table, provide a buffer between pedestrians on walkways and cars in the street, and improve the curb appeal of homes.

Ideally, parkways should be designed to require relatively little supplemental water, along with less frequent mowing and fertilizing to reduce their carbon foot-print. The continued drought conditions have made it more imperative for property owners to consider transitioning from traditional grass parkways to more sustainable materials to reduce water use and the greenhouse gases generated by lawn mowers.

1.1.
July 21, 2015

In response to many property owners requesting guidance to appropriately convert their adjacent parkways from traditional grass to drought-tolerant sustainable plant materials, staff contacted several other Southern California cities to develop a policy to address this issue. Based on the best practices in other communities, the attached Parkway Design Guide provides a methodology and many options for sustainable plant materials for property owners to consider when completing improvements in the parkway adjacent to their property.

A more sustainable parkway will be drought-tolerant, collect runoff, and require minimal gas or electric powered maintenance, as well as promote pedestrian access by eliminating potential hazards. The Parkway Design Guide provides recommendations to achieve these goals by outlining the following standards:

- Require new plants and turf to be water-efficient, climate appropriate, or native/indigenous, as well as non-invasive.
- Encourage low volume, non-overhead irrigation systems or hand-watering when irrigation is necessary; prohibit runoff outside the parkway area; and require compliance with the local Water Agency guidelines.
- Require that a minimum of fifty percent (50%) of the parkway area be planted.
- Recommend a step-out strip (a uniform, firm walking surface such as turf or other walkable ground cover, pavers, brick or decomposed granite) along the length of the curb to allow passengers to enter and exit vehicles parked at the curb.
- Prohibit overhang and encroachment on to the sidewalk or step-out strip and recommend at least one unimpeded path from the curb to the sidewalk every fifty feet (50').
- Prohibit plant material or items that cause other potential hazards such as:
 - Ivy or other dense ground covers that harbor or attract rodents
 - Plants with thorns, stickers, or edible fruit
 - Objects such as statues, raised planters and pots, benches, fences, other similar decorative items
 - Artificial turf
 - Pea gravel or other loose small rock that can easily be kicked out or otherwise displaced onto the sidewalk.
- Ensure adequate access to fire hydrants.
- Ensure compatibility with street trees.
- Materials such as bricks, flagstone and pavers are maintained flush with the ground, so as not to pose a tripping hazard.

The Parkway Design Guide was developed and reviewed by Maintenance Services Staff, Building and Planning Staff, and the City Traffic Engineer to ensure adherence with sustainability and safety standards. Staff recommends that City Council adopt a resolution to revise Policy 616 to include the attached Parkway Design Guide as the standard for all future parkway improvements throughout the community.

FISCAL IMPACT:

Issuing the Parkway Design Guide to interested property owners will not have a financial impact. After the guide is adopted additional enforcement actions might be needed to ensure property owners improving the adjacent parkway comply with the new design standards and ensure that improvements are completed with the appropriate permits. The Code Enforcement Division will monitor compliance with the new parkway standards based on complaint and severity of violations to make enforcement manageable with current staffing levels.

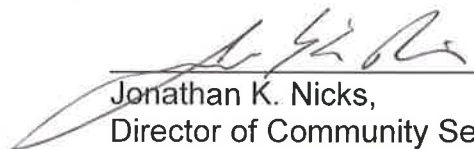
Prepared by:


Joel Cardenas,
Public Works Superintendent

Reviewed and approved:


Mark Miller,
Traffic Engineer

Reviewed and approved:


Jonathan K. Nicks,
Director of Community Services

Reviewed and approved:


Damien R. Arrula,
Acting City Administrator

Attachments:

1. Resolution
2. PM. 616 w/ Parkway Design Guide

RESOLUTION NO. R-2015-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF PLACENTIA APPROVING AND ADOPTING
AMENDMENTS TO THE CITY OF PLACENTIA POLICY
AND PROCEDURE MANUAL REGARDING PARKWAY
DESIGN.

A. Recitals.

(i). The City of Placentia heretofore has adopted policies and procedures for the guidance of all elected and appointed officials, officers and employees of the City as well as to establish policies and procedures for the implementation of provisions of the Placentia Municipal Code and provisions of state and federal law.

(ii). The Acting City Administrator has caused the Policy and Procedure Manual of the City of Placentia to be reviewed and has recommended for revision by setting forth practices and procedures with regard to **Parkway Design**. Public Works Department Staff and Engineering Staff, have proposed amendments to Policy No. PM 616, pertaining to Parkway Design.

(iv). A full, true and correct copy of the Policy No. PM 616, to be incorporated into the Policy and Procedure Manual of the City of Placentia is attached hereto and by this reference incorporated herein.

(v). 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. That Policy No. PM 616 hereby is amended and hereby incorporated into the Policy and Procedure Manual of the City of Placentia.

PASSED, ADOPTED AND APPROVED this 21st day of July, 2015.

CHAD P. 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 21st day of July, 2015, by the following vote:

AYES: COUNCILMEMBER:

NOES: COUNCILMEMBER:

ABSENT: COUNCILMEMBER:

ABSTAIN: COUNCILMEMBER:

PATRICK J. MELIA,
CITY CLERK

APPROVED AS TO FORM:

ANDREW V. ARCZYNSKI,
CITY ATTORNEY

PARKWAY TREE AND DESIGN GUIDE

Due to the length of this policy, it is kept in a separate document on file in the Public Works Department, Maintenance Services Division.

The latest version of the Parkway Design Guide is available at the Public Works Department, Maintenance Services Division.



PARKWAY DESIGN GUIDE *PROPOSED DRAFT*

*City of Placentia
July 2015*

WHY ARE PARKWAYS IMPORTANT?

1

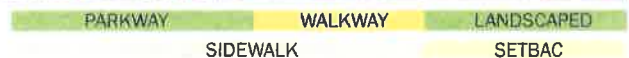
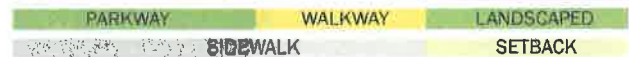
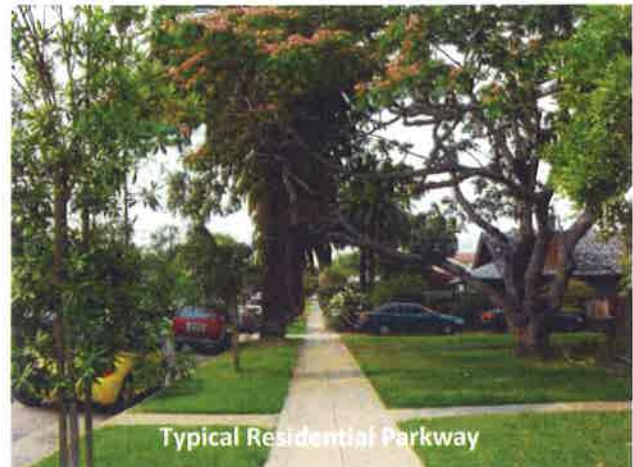
The parkway is the strip of land between the street and the walkway. In other geographic regions, it is known as tree lawn or planting strip. The parkway and walkway together make up the sidewalk, which is part of the public right-of-way. Street trees are planted in the parkway and are the most important plants in the parkway.

Parkways are important to individual property owners and the City as a whole for the following reasons:

- Parkway provide soil volume needed for healthy mature growth of street trees which produce shade, collect storm water, consume carbon and provide other environmental and health benefits.
- Parkway can collect storm water and irrigation runoff and return it to the groundwater table.
- Parkway provide a buffer between pedestrians on the walkway and cars in the street.
- Parkway improve the curb appeal of your home, potentially increasing its value.
- Parkway enhance the visual quality of the community.

In Placentia, the adjacent property owner is responsible for maintaining all of the parkway. All improvements or modifications in the parkway area require an encroachment permit from the City. A no fee permit will be provided to property owners following the standards outlined in this design guide.

Parkways can be designed in a variety of ways, depending on the individual property owner's design objectives and commitment to maintenance. Ideally, parkways should be designed to require relatively little supplemental water, along with less frequent mowing and fertilizing to reduce their carbon foot-print. Placentia property owners are encouraged to convert their conventional parkways (and front yards if possible) from grass to drought-tolerant sustainable plant materials. This document provides guidance on making that transition.



In Southern California, with continued drought conditions it has become imperative to transition from traditional grass parkways to more sustainable materials to reduce water use and the greenhouse gases generated by lawn mowers. The parkway of the future will be drought-tolerant, collect runoff, and require minimal gas or electric powered maintenance.

2 PARKWAY DESIGN CRITERIA

In order to achieve reduced water use and still provide storm water infiltration, soil volume for street trees, a buffer between pedestrians and the street, erosion/fugitive dust control, and the visual benefits of landscaped parkways, all parkways shall be:

- As wide as possible up to 8' wide, given minimum walkways widths of 4' in residential zones and 5' in commercial zones.
- At the same elevation as the curb and walkway within 6" of them, for example, soil 2" below edge of curb and walkway elevations and covered with 2" of mulch, so the surface elevations of the walkway or curb and adjacent parkway are the same.
- At least 75% unpaved and either:
 - 1) Have a slight swale that is sloping a few inches to the center at not more than a 3:1 slope to collect storm and irrigation water if the plant materials in the parkway are not walkable, or
 - 2) At the same finished elevation as the walkway if the plant materials in the parkway are walkable.
- Irrigated in a manner that results in no overspray onto the walkway or street, e.g., buried in-line drip.
- At least 50% covered with plant materials that:
 - 1) Does not require mowing more frequently than once every few months,
 - 2) Drought tolerant and can survive with irrigation only occasionally from November - March, once a week April - June, and twice a week July- October (for example, plants listed in WUCOLS III¹ as having Moderate, Low or Very Low water use- see Table 1 for examples)
 - 3) Does not exceed a height of 2' within 5' of a driveway/curbcut and excluding trees 4' elsewhere
 - 4) Does not have thorns or sharp edges adjacent to any walkway or curb.
 - 5) Located at least 4 feet from any tree trunk.
- Where unpaved, covered with a permeable natural material, e.g., mulch, stabilized decomposed granite, gravel, or stones that prevent erosion and dust.

¹ WUCOLS, an acronym for Water Use Classification of Landscape Species, can be downloaded at <http://www.water.ca.gov/wateruseefficiency/docs/wucols00.pdf>



2 PARKWAY DESIGN CRITERIA

For parkways adjacent to curbside parking, if the parkway planting is not walkable (see Table 1 for examples of plants that are walkable), a means of access from the curb to the walkway shall be provided. It may vary with the adjacent use and street characteristics, for example:

- On heavily trafficked streets (major and minor arterials), an 18" wide paved, walkable strip along the back of the curb that is at the same finished elevation as the curb should be provided.
- Where there are striped curbside parking spaces, a path across the parkway should be provided every two cars between two marked spaces.
- Adjacent to single-family homes and low-density multi-family housing (2 to 4 units/5,000 SF lot), stepping stones or a walkway across the parkway should be provided every 50 feet.

Where there is no curbside parking and the parkway is not walkable, a path or stepping stones shall be provided every 50 feet.

As specified on page 2, plants with thorns should not be planted adjacent to any walkway where someone might come in contact with the thorns.

A "landing strip" at the curb allows easy access from parked cars.



A path across the parkway completes access from parked cars to the walkway.



3 DESIGNING YOUR PARKWAY

WHAT'S YOUR TYPE?

Type 1 Parkway - Low-Maintenance, Walkable Plants

If you want a parkway that requires minimal design and maintenance, install walkable plants. Table 1 lists some examples. Most of the grasses listed do not require mowing. Sedge, Buffalo and Grama Grass can be mowed a few times a year to maintain a lawn-like appearance.

Type 2 Parkway - Low-Growing, Low-Maintenance Plants

If you want a parkway that requires a little more design and the addition of a walkway or stepping stones, but still requires minimal maintenance, plant low-growing grasses and/or groundcover. There are many choices; Table 2 lists some of them. Your parkway might be meadow-like in appearance with a mix of grasses and perennials, including some from Table 1 and some from Table 2.

Type 3 Parkway - Complement Your Front Yard

If you want a parkway that is an extension of your sustainable, non-lawn front garden, use low- to medium-height grasses, shrubs and perennials. There are many plant choices with this parkway type. Table 3 lists some reliable drought-tolerant natives that are taller - but still less than 3 feet tall - that can be mixed in with plants in Table 2.

Note: there are many other plants that are suitable for parkways, which you can find in the on-line resources. Email us your parkway success stories and we will add them to the parkway list.

DIGGING IN

Preparing Your Parkway Soil

The most important thing you can do to ensure your parkway's success is to prepare the soil. Soil preparation saves you money in the long run because it reduces the need to replace plants, lowers water use and reduces fertilizer applications.

- Remove all existing turf - let it die and dig it out.
- Remove enough soil to create the swale described on page 2 and then remove 2-3" more.
- Till the parkway soil to depth of one foot.
- Amend it with compost.

Watering Your Drought-Tolerant Parkway

Too much water can kill drought-tolerant plants. So, don't over-water, especially in clay soil. The best approach is to water only when the soil is dry at a depth of 3" to 4". Or, turn on your in-line drip irrigation three times a week (45 minutes each time) to establish your parkway (first 3 months); then, once it is established, once a week from October through March and twice a week from April through September.

On-Line Resources

Use these resources see images, recommended spacing, and detailed descriptions of these plants and others:

bewaterwise.com

theodorepayne.org

elnativo.com

smggrowers.com

monrovia.com

sunset.com and *Sunset Garden Book*

California Native Plants for the Garden Bornstein et al.

www.gswater.com

www.ylwd.com

Table Legend

N = California or Southwest native

L = Low water use

M = Moderate water use

o.c. = on center

Table 1. Example Type 1 Walkable Plants - No Path Required

Botanical Name	Common Name	Water Use	Height x Spacing	Notes
Low Water Use/Low or No Mow Turf or Grass-like Perennials				
<i>Buchloe dactyloides</i> UC Verde™	UC Verde™ Buffalo Grass	N, L	6" x 6"	winter dormant (brown)
<i>Bouteloua gracilis</i> 'Hachita'	'Hachita' Blue Grama Grass	N, L	6" x 6"	
<i>Carex pansa</i> (<i>C. praegracilis</i>)	California Meadow Sedge	N, M	6" x 9"+	Grows in shade or sun
Low-Growing Perennials (12 inches or less)				
<i>Achillea millefolium</i> cultivars	Achillea cultivars	L	12" x 3'	mow 3-4x/year
<i>Chamaemelum nobile</i>	Chamomile	M	8" x 12"	
<i>Dymondia margaretae</i>	Dymondia	L	3" x 6"	slow growing

Other untested ideas: there are several lawn substitute seed mixes, including Fleur de Lawn and Ecology Lawn, that may work.

Buchloe dactyloides UC Verde™



Bouteloua gracilis 'Hachita'



Carex pansa (*C. praegracilis*)



Achillea millefolium cultivar mowed



Chamomile



Dymondia margaretae



Table 2 Example Type 2 Low-Growing, Low-Maintenance Plants - Path Required

Botanical Name	Common Name	Water Use	Height x Spacing	Notes
Low-Growing Grasses or Grass-like Perennials (18 inches or less)				
<i>Carex divulsa</i> (C. <i>tumincola</i>)	Berkeley Sedge	N, M	12" x 2'	
<i>Festuca glauca</i> 'Siskiyou Blue' & other var.	Blue Fescue	M	12" x 12"	
<i>Pennisetum alopecuroides</i> 'Little Bunny'	Little Bunny Fountain Grass	L	12" x 12"	
<i>Sesleria autumnalis</i>	Autumn Moor Grass	M	15" x 2'	
Low-Growing Perennials/Succulents (18 inches or less)				
<i>Achillea millifolium</i> 'Terra Cotta'	Yarrow Terra Cotta & other cultivars	L	12" x 4'	mow 1/year for meadow
<i>Aptenia cordifolia</i> /A. <i>cordifolia</i> 'Red Apple'	Heartleaf Ice Plant	L	6" x 12"	
<i>Delosperma cooperi</i>	Trailing Ice Plant	L	8" x 15"	
<i>Drosanthemum floribundum</i>	Rosea Ice Plant	L	8" x 15"	
<i>Dudleya hassei</i>	Santa Catalina Live Forever	N, VL	8" x 18"	
<i>Erigeron karvinskianus</i> & E. <i>glaucus</i>	Santa Barbara & Seaside Daisy	N, M	12" x 2'	
<i>Fragaria vesca</i> ssp. <i>Californica</i> or F. <i>chiloensis</i>	Woodland or Coastal Strawberry	N, M	8" x 2'	Grows in shade
<i>Gazania rigens leucolaena</i>	Gazania (grayish lvs.)	M	6" x 2'	
<i>Gazania linearis</i> 'Colorado Gold'	Colorado Gold Gazania (green lvs)	M	6" x 2'	
<i>Hypericum calycinum</i>	Creeping St. Johnswort	M	12" x 12"	Clip yearly; likes shade
<i>Iris douglasiana</i> & 'Pacific Coast Hybrids'	Douglas & Pacific Coast Iris	N, M	12" x 18"	Mix with grasses
<i>Lantana</i> Patriot series cultivars	Dwarf Lantana	L	12" x	
<i>Lessingia filaginifolia</i> 'Silver Carpet'	Beach Aster	L	12" x 4'	
<i>Monardella villosa</i>	Coyote Mint	N, VL	15" x 2'	
<i>Nepeta mussinii</i> (N. <i>faassenii</i>)	Catmint	M	15" x 18"	
<i>Osteospermum fruitcosum</i>	Trailing African Daisy	L	6" x 18"	
<i>Oenothera caespitosa</i> & other species	Tufted evening primrose	N, L	12" x 2'	
<i>Rosmarinus officinalis</i> 'Huntington Carpet' or other prostrate varieties	Prostrate Rosemary	L	18" x 2'	
<i>Scaevola aemula</i> varieties	Fairy Fan Flower		8" x 2'+	
<i>Senecio serpens</i> , S. <i>mandraeolisciae</i>	no common name	L	12" x 2'	
<i>Thymus</i> species	Thyme	M	8" x 2'	
<i>Verbena peruviana</i> & hybrids	Verbena	L	6" x 2'	
<i>Vinca minor</i>	Dwarf Periwinkle	M	12" x 4'	Plant in shade
Low-Growing Shrubs (18 inches or less) - all require regular trimming at parkway edges				
<i>Ceanothus</i> 'Centennial'		N, L	18" x 4'	needs good drainage
<i>Cotoneaster dammeri</i> 'Lowfast', C. <i>salicifolia</i> 'Repens', C. <i>apiculatus</i> 'Tom Thumb'	Groundcover Cotoneaster varieties	M	18" x 4'	
<i>Juniperus horizontalis</i> & J. <i>procumbens</i> var.	Groundcover Juniper varieties	L	6-18" x 4'	see Sunset for list

3 DESIGNING YOUR PARKWAY

Carex divulsa



Festuca glauca



Sesleria autumnalis



Pennisetum 'Little Bunny'



Achillea 'Terra Cotta'



Apena cordifolia 'Red Apple'



Delosperma cooperi



Drosanthemum floribundum



Dudleya hassei



Erigeron glaucus 'Wayne Roderick'



Gazania rigens leucolaena



Gazania linearis



Fragaria chiloensis



Hypericum calycinum



Iris douglasiana



Lantana 'Patriot Rainbow'



3 DESIGNING YOUR PARKWAY

Lessingia filaginifolia 'Silver Carpet'



Mondardella villosa



Nepeta mussinii



Osteospermum fruitcosum



Oenothera caespitosa



Rosmarinus officinalis



Scaevola aemula



Senecio mandraeolifolia



Thymus



Verbena peruviana varieties



Vinca minor



Ceanothus 'Centennial'



Cotoneaster dammeri



Juniperus procumbens



Juniperus horizontalis var.



Table 3 Example Type 3 Medium Height, Drought Tolerant Plants - Path and More Maintenance Required

Botanical Name	Common Name	Water Use	Height x Spacing	Notes
18" to 36" Tall Grasses				
<i>Helictotrichon sempervirens</i>	Blue Oat Grass	L	2' x 2'	
<i>Leymus condensatus</i> 'Canyon Prince'	Canyon Prince Wild Rye	N, L	2' x 3'	
<i>Nasella tenuissima</i> (<i>Stipa tenuissima</i>)	Mexican Feather Grass	N, V L	2' x 2'	
<i>Pennisetum orientale</i>	Oriental Fountain Grass	L	18" x 18"	
<i>Pennisetum setaceum</i> 'Eaton Canyon'	Dwarf Red Fountain Grass	L	2' x 3'	
18" to 36" Tall Perennials/Succulents				
Aloe 'Blue Elf' & other small varieties	Blue Elf Aloe	L	18" x 18"	
<i>Anigozanthos</i> 'Bush Pearl', 'Bush Ranger' & 'Bush Devil'	Kangaroo Paws varieties		2' x 2'	
<i>Limonium perezii</i>	Statice	L	2' x 3'	+ flower height
<i>Lomandra longifolia</i> 'Breeze' & 'Little Con'	Lomandra cultivars	M	2' x 3'	
<i>Penstemon heterophyllus</i> 'Margarita BOP'	Foothill Penstemon	N, M	18" x 18"	
<i>Phormium</i> 'Tom Thumb' & 'Jack Spratt'	Small Flax hybrids	M	2' x 2'	
18" to 36" Tall Shrubs				
<i>Arctostaphylos densiflora</i> 'Pacific Mist'		N, L	2' x 6'	
<i>Artemisia pycnocephala</i> 'David's Choice'	David's Choice Sandhill Sagebrush	N,	2' x 3'	
<i>Ceanothus gloriosus</i> 'Anchor Bay'		N, L	2' x 6'	
<i>Cistus salvifolius</i>	Sageleaf Rockrose	L	2' x 3'	
<i>Iva hayesiana</i>	Poverty Weed	N, VL	2' x 3'	
<i>Lantana montevidensis</i>	Trailing Lantana	L	2' x 3'	Cut back yearly
<i>Lantana</i> 'Gold Rush', 'New Gold' & 'Chapel Hill Yellow'			2' x 3'	Monrovia
<i>Mimulus</i> hybrids inc. 'Jelly Bean Yellow'	Shrubby Monkeyflower hybrids	N, L	2' x 3'	
<i>Rosa</i> Flower Carpet varieties	Groundcover Roses	M	2' x 3'	Monrovia
<i>Salvia apiana</i>	White Sage	N, VL	3' x 4'	
<i>Salvia</i> 'Bee's Bliss'	Bee's Bliss Sage	N, L	2' x 4'	
<i>Verbena lilacina</i> & <i>V. lilacina</i> 'De La Mina'	Lilac Verbena	N, L	3' x 3'	

3 DESIGNING YOUR PARKWAY

Helictotrichon sempervirens



Leymus condensatus 'Canyon Prince'



Nasella tenuissima



Pennisetum orientale



Pennisetum setaceum 'Eaton Canyon'



Aloe 'Blue Elf'



Anigozanthos 'Bush Pearl'



Limonium perezii



Lomandra longifolia 'Breeze'



Penstemon heterophyllus 'Margarita BOP'



Phormium 'Jack Spratt'



Arctostaphylos densiflora 'Pacific Mist'



Artemisia pycnocephala 'David's Choice'



3 DESIGNING YOUR PARKWAY

Ceanothus gloriosus 'Anchor Bay'



Cistus salvifolius



Iva hayesiana



Lantana montevidensis



Lantana 'Gold Rush'



Mimulus 'Jelly Bean Yellow'



White Flower Carpet Rose



Red Flower Carpet Rose



Amber Flower Carpet Rose



Salvia apiana



Salvia 'Bee's Bliss'



Verbena lilacina



4 EXAMPLES

Good Examples of Type 1 Parkway (Walkable Plants)



California Meadow Sedge (*Carex pansa*) can manage with little or no supplemental water from November - April and irrigation once a week the rest of the year. It can be mowed a few times a year for a more lawn-like appearance.



Dymondia (*Dymondia margaritae*) (Rangle Ave.) is a low growing, walkable groundcover



UC Verde Buffalo grass (*Buchloe dactyloides UC Verde™*) is a drought-tolerant cultivar of Midwest native Buffalo grass.



Regularly mowed Yarrow (*Achillea millefolium*) is lawn-like.

4 EXAMPLES

Good Examples of Type 2 Parkway



4 EXAMPLES

Berkeley Sedge (*Carex divulsa*) (Westmount Drive) requires very little care and similar water to California Meadow Sedge.



Autumn Moor Grass (*Sesleria autumnalis*) requires very little care and similar water to the Sedges.



Blue Fescue (*Festuca* cultivars) (Dorrington Ave.) require good drainage and tolerate some shade.

Gazanias (Norwich Dr.) are a reliable relatively drought-tolerant groundcover that tolerates light traffic.



A prostrate Rosemary like 'Huntington Carpet' (Pointsettia Dr.),



Dwarf Periwinkle (*Vinca minor*) is a good choice for a shady parkway.



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: ACTING CITY ADMINISTRATOR

FROM: ECONOMIC DEVELOPMENT MANAGER

DATE: JULY 21, 2015

SUBJECT: **DEVELOPMENT OF CITY ECONOMIC DEVELOPMENT WEBSITE**

FISCAL

IMPACT: \$8,000 (Account.: 102534-6225)

SUMMARY:

Last fiscal year the City launched a comprehensive strategic marketing plan with Allegra Consulting. As a result, a new Economic Development branding logo and tagline was created. Staff is currently promoting these efforts throughout various printed materials. Allegra Consulting also created a website design concept for a new Economic Development website, www.GoPlacentia.org, which incorporates the branding logo and tagline. The website design concept is an additional marketing tool to increase awareness and establish recognition among target audiences with the ultimate goal of attracting and retaining businesses. The City Council allocated \$8,000 in the current fiscal year budget towards a new Economic Development website. This item authorizes the Acting City Administrator to execute the development and maintenance of a new Economic Development website with CivicPlus, Inc., in an amount not to exceed \$8,000 during the first year for the development of the website and an annual service fee of \$1,575 beginning the second year, subject to an annual increase of 5% year three (3) of this contract.

RECOMMENDATION:

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

1. Approve a Consulting Services Agreement with CivicPlus for the development and maintenance of City Economic Development website in the amount of \$8,000; and
2. Authorize the Acting City Administrator to execute the necessary documents, in a form approved by the City Attorney.

DISCUSSION:

The Economic Development website design concept, developed by Allegra Consulting, was specifically designed to target business leaders, small business owners, entrepreneurs, developers, business location decision makers, real estate brokers and site selectors. This website is separate from any city, county or business organization website; however it can have

1.m.
July 21, 2015

links to any of those sites. The website will have up-to-date information that consistently communicates positive news about the City. The website's content will reflect the City's efforts by showcasing its services and providing assistance to companies, expanding or relocating. In addition, the website's content will include the following information:

- Demographics and census information
- Available undeveloped properties and commercial vacancies
- Permit processes for development or when opening a new business
- City/County/State economic development resources
- Business Resources including links to the Placentia Chamber of Commerce and other local business minded organizations
- Development news and events, construction milestones, grand openings, etc.
- Downloadable PDFs of available properties and commercial vacancies
- City economic development programs & grant opportunities

The Economic Development website serves as a primary marketing instrument for raising awareness of the City and its business and commercial real estate opportunities. To drive traffic to the website, the City will outreach to target audiences with the following methods:

- Press releases
- Publicity (send to local media)
- City Administrator's Weekly Briefing
- Economic Development Presentation Folder and Display Booth
- Social media and City's Cable Channel
- Special events, meetings, and conferences

A set of measurements can be developed to determine the effectiveness of the City's Economic Development efforts. These measurements can include:

- Inquiries to the City's Economic Development/Planning Divisions
- Email sign ups through the Economic Development website
- Media coverage
- Vacancy rate
- Business license applications
- New construction scheduled or underway

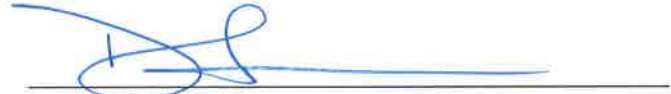
The focus of our Economic Development marketing efforts is to help businesses and site selectors visit "Go Placentia". Market research indicates that once business leaders, site selectors and real estate brokers get to know Placentia, its development opportunities and economic environment, they will consider it to be a viable and competitive business destination. The tagline, "Rich Heritage, Bright Future" pays homage to Placentia's historical roots and focuses on technological innovations happening in Placentia's economy. The proposed website capitalizes upon our branding and establishes the next step toward creating meaningful conversations with developers and new businesses.

Prepared by:

A handwritten signature in blue ink, appearing to be 'Jeannette Ortega', written over a horizontal line. To the right of the signature, the letters 'FDC' are handwritten in blue ink.

Jeannette Ortega
Economic Development Manager

Reviewed and approved:

A handwritten signature in blue ink, appearing to be 'Damien R. Arrula', written over a horizontal line.

Damien R. Arrula
Acting City Administrator

Attachments:

1. CivicPlus Project Development Quote
2. Consulting Services Agreement

CivicPlus Project Development Services & Scope of Services for Subsite		
All Quotes are in US Dollars and Valid until July 31, 2015.		
Project Details	Optional	One Time Fee
Design & Project Overview		
- Administration separate from parent site - Separate template from parent site - Separate design elements and color scheme from parent site, including template, banner, colors, style, and graphic elements. - Unique graphic buttons - Unique URL - Unique global navigation NOTE: Simple navigation is developed as part of the design. CivicPlus will develop recommended navigation for an additional fee. - Existing and future modules separate from parent site - Shared site search (returns results from both sites) - Up to 20 pages of content will be developed. Additional development may be purchased - Training not included		\$8,000
ADVANCED Subsite Add-Ons		
Additional content development	Optional \$1,450/50 pages	
Responsive Web Design	Optional \$1,500	
Full system interactive webinar training – 12 hours <i>Quote includes free use of up to 6 webcams</i>	Optional \$1,800	
Full system on-site training – 16 hours	Optional \$4,400	
Refresher interactive webinar training – 4 hours <i>Quote includes free use of up to 6 webcams</i>	Optional \$600	
Total Project Development Fee		\$ 8,000
First Year Annual Services Fee Server storage not to exceed 10 GB		Included
Total Fees Year 1		\$8,000

Hosting fees for your subsite are subject to the renewal terms of the original contract between CivicPlus and Placentia, CA. The Total Fees for Year 1 will be invoiced upon agreement signing. Invoicing for Year 2 Annual Services begins one (1) year from agreement signed. The Client will be invoiced electronically through email. Upon request CivicPlus will mail invoices and the Client will be charged a \$5.00 convenience fee.

2nd Year and Beyond Annual Services Fee <i>Subject to annual increase of 5% year 3 and beyond</i>		\$1,575
Annual Services Include the Following:		
Support	Maintenance of CivicPlus Application & Modules	Hosting
7-7 (CST) Mon-Fri (excluding holidays) 24/7 Emergency Support Dedicated Support Personnel 2-hour Response during Normal Hours Usability Improvements Integration New & Upgraded Services Proactive Support for Updates & Fixes Online Training Manuals Monthly Newsletters Phone Consulting CivicPlus Connection	Install Service Patches for OS Upgrades Fixes Improvements Integration Testing Development Usage License	Shared Web/SQL Server DNS Consulting & Maintenance Monitor Bandwidth-Router Traffic Redundant ISP Redundant Cooling Natural Gas Powered Generator Daily Tape Backup Intrusion Detection & Prevention Antivirus Protection Upgrade Hardware

CITY OF PLACENTIA CONSULTING SERVICES AGREEMENT

This Agreement is made and entered into this 21st day of July, 2015, by and between the City of Placentia, a Municipal Corporation and Charter City(hereinafter "CITY") and CivicPlus, a corporation, (hereinafter "CONSULTANT").

A. Recitals.

(i). CITY requires professional services pertaining to the development and maintenance of an Economic Development website (www.GoPlacentia.org) ("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 the development and maintenance of an Economic Development website (www.GoPlacentia.org) 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.

(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 \$8,000 for the performance of the services for the development of the Economic Development website. After year one (1) of this contract, the City shall pay CONSULTANT a maximum sum of \$1,575 a year. A 5% percent adjustment may occur after year two (2) of this contract. This sum shall cover the cost of all staff time and all other direct and indirect costs or fees, including the work of employees, consultants and subcontractors to CONSULTANT. Payment to CONSULTANT, by CITY, shall be made in accordance with the schedule set forth below.

(b). Payments to CONSULTANT shall be made by CITY in accordance with the invoices submitted by CONSULTANT, on an annual 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 60 days after presentation of final Documents and acceptance thereof by CITY.

(d). Additional services: Payment for additional services requested, in writing, by CITY, and not included in CONSULTANT's proposal as set forth in Exhibit "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 § 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 § 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:

CivicPlus
317 Houston St. Suite E
Manhattan, KS 66502
Attention: Contracts

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

(b). Indemnification for Other Than Professional Liability. In addition to indemnification related to the performance of professional services and to the full extent permitted by law, CONSULTANT shall further indemnify, protect, defend and hold harmless the Indemnitees from and against any liability (including Claims) where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by CONSULTANT or by any individual or entity for which CONSULTANT is legally liable, including but not limited to officers, agents, employees or subcontractors of CONSULTANT.

(c). General Indemnification Provisions. CONSULTANT agrees to obtain executed indemnity agreements which indemnify, protect, defend and hold harmless the Indemnitees from liability, with provisions identical to those set forth here in this § 10 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 § 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 § 10.

(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: Because of the specialized nature of the services to be rendered pursuant to this Agreement, only CivicPlus shall perform the services described in this Agreement. CivicPlus may use assistants, under direct supervision, to perform some of the services under this Agreement. CONSULTANT shall provide CITY fourteen (14) days' notice prior to the departure of CivicPlus from CONSULTANT's employ. Should he/she leave CONSULTANT's employ, 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). Pursuant to the City's Conflict of Interest Code, the City Administrator may determine that the person(s) performing work hereunder may act in a decision making capacity thereby requiring said person(s) to file an appropriate Conflict of Interest Statement in accordance with the City's Conflict of Interest Code.

(f). 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 seventy-five dollars (\$75.00) 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. Attorney's 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

CITY

Damien R. Arrula,
Acting City Administrator

Approved as to form:

ATTEST:

Patrick J. Melia, City Clerk

Andrew V. Arczynski,
City Attorney



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

FROM: ACTING CITY ADMINISTRATOR

DATE: JULY 21, 2015

SUBJECT: **DEVELOPER REQUESTED AMENDMENT NO. 3 TO THE ENA WITH NEWPORT EQUITIES, LLC, EXTENDING THE TERM UNTIL OCTOBER 7, 2015**

FISCAL
IMPACT: NONE

SUMMARY:

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. Last 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 130 day period by the City Administrator. On August 28, 2014, the City approved an extension through December 26, 2014 to enable the parties to continue their negotiations. At the December 16, 2014 City Council Meeting, Council agreed to extend the negotiating period for an additional ninety (90) days. At the June 2, 2015 City Council Meeting, Council agreed to extend the negotiating period until July 24, 2015. 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 the OCTA parking plan, which affects the Project's timeline. The ENA provides that the City Council may grant additional extensions if needed. This action approves Amendment No. 3 to the ENA with Newport Equities LLC., extending the negotiating period until October 7, 2015.

RECOMMENDATION:

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

1. Approve Amendment No. 3 to the Exclusive Negotiating Agreement ("ENA") with Newport Equities LLC., extending the term until October 7, 2015 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 Amendment No. 3 to the ENA in a form approved by the City Attorney.

1.n.
July 21, 2015

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 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").

On December 16, 2014 City Council approved Amendment No. 1 for an additional ninety (90) day extension. At the June 2, 2015 City Council Meeting, Council approved Amendment No. 2 to extend the negotiating period until July 24, 2015. Pursuant to Section 3.3 of the ENA, the City Council may approve additional extensions to allow the parties additional time to conclude their negotiations on the Project. 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 the preparation of an OCTA parking plan. Staff believes that the additional extension should be sufficient to enable the parties to finish the negotiation period and OCTA parking plan for the next phase of the Project.

Prepared by:

Reviewed and Approved by:

 For J. ORTEGA

Jeannette Ortega
Economic Development Manager



Damien R. Arrula
Acting City Administrator

Attachment:

1. Amendment No. 3 to Exclusive Negotiating Agreement
2. Correspondence to Newport Equities, LLC dated July 16, 2015

THIRD AMENDMENT TO EXCLUSIVE NEGOTIATION AGREEMENT

THIS THIRD AMENDMENT TO EXCLUSIVE NEGOTIATION AGREEMENT ("Third Amendment") is entered into as of July 21, 2015 by and between the CITY OF PLACENTIA, a charter city and municipal corporation ("City") and NEWPORT EQUITIES, LLC, a California limited liability company ("Developer").

A. Recitals.

(i). City and Developer are parties to that certain Exclusive Negotiation Agreement executed May 29, 2014, as amended by that certain Amendment to Exclusive Negotiation Agreement dated December 16, 2014 (collectively, the "ENA"), concerning real property owned by City, located in the City of Placentia, County of Orange, California, as more particularly described in the ENA.

(ii). City and Developer now desire to amend the ENA in accordance with the terms of this Third Amendment.

(iii). All capitalized terms not otherwise specifically defined in this Third Amendment shall have meanings ascribed to such terms in the ENA.

B. Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Developer hereby agree as follows:

1. City and Developer agree to extend the ENA in good faith negotiations until October 7, 2015.

2. City and Developer ratify and confirm all terms, conditions and provisions of the ENA and agree that, except to the extent as specifically changed and modified by this Third Amendment and to the extent necessary to interpret the ENA in accordance with these changes and modifications, the ENA shall remain unchanged, unmodified and unaffected in each and every respect and in full force and effect.

3. This Third Amendment may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and such counterparts together constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this document to physically form one document.

Facsimile and electronic transmission (e-mail) copies of this Third Amendment and the signatures thereon shall have the same force and effect as if the same were originals.

IN WITNESS WHEREOF, the parties have executed this Third Amendment as of the date first written above.

"City": CITY OF PLACENTIA,
a charter city and municipal corporation

By: _____
Name: Chad P. Wanke
Its: Mayor

Attest:

By: _____
Patrick J. Melia
City Clerk

Approved as to Form:

By: _____
Andrew V. Arczynski
City Attorney

"Developer": NEWPORT EQUITIES, LLC
a California limited liability company

By: _____
Name: Mark J. Kerslake
Its: Chief Executive Officer

The People are the City

Mayor

CHAD P. WANKE

Mayor Pro Tem

JEREMY B. YAMAGUCHI

Councilmembers:

CRAIG S. GREEN

SCOTT W. NELSON

CONSTANCE M. UNDERHILL



City Clerk:

PATRICK J. MELIA

City Treasurer

KEVIN A. LARSON

Acting City Administrator

DAMIEN R. ARRULA

401 East Chapman Avenue – Placentia, California 92870

July 16, 2015

Mark J. Kerslake
Chief Executive Officer
Newport Equities LLC
26 Corporate Plaza, Suite 260
Newport Beach, California 92660

Re: Amendment No. 3 Exclusive Negotiation Agreement
Northeast corner of South Melrose Street and West Crowther Avenue
Assessor Parcel Nos. 339-402-05, 339-402-08 and 339-402-10

Dear Mr. Kerslake:

This correspondence is being forwarded in order to memorialize our conversations and effect a date certain for extension of the Exclusive Negotiation Agreement ("ENA"), as heretofore amended. As you know, the ENA Amendment No. 2 provides for an automatic one hundred and twenty (120) day extension upon presentation of a Purchase and Sale Agreement relating to the above-referenced property. The ENA Amendment No. 2 is set to expire on July 24, 2015. In order to provide sufficient time for the City Council to gather pertinent information regarding parking facilities for the proposed Metrolink commuter rail station, Newport Equities has graciously offered to further extend the ENA. Accordingly, I suggest that we agree to extend the ENA and enter into an Amendment No. 3 until October 7, 2015. The ENA Amendment No. 3 will be presented to the City Council on July 21, 2015 for ratification.

I believe this correspondence accurately reflects our understanding of the extension issue and look forward to your response.

Very truly yours,

Damien R. Arrula,
Acting City Administrator



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: ACTING CITY ADMINISTRATOR

FROM: DIRECTOR OF COMMUNITY SERVICES

DATE: JULY 21, 2015

SUBJECT: **RESOLUTION OF SUPPORT TO ESTABLISH THE "NORTH ORANGE COUNTY CITIES ENERGY PARTNERSHIP"**

FISCAL
IMPACT: NONE

SUMMARY:

In 2014 Staff participated in the North Orange County Cities Energy Partnership (NOCEP) scoping meetings. The purpose of the meetings were to establish the formation of the NOCEP; a coalition of north orange county cities whose purpose would be to partner with each other, Southern California Gas Company (SoCalGas), and Southern California Edison (SCE) to examine and ideally implement energy efficiency projects. By working through the partnership, Placentia would be eligible for a variety of rebate programs offered by SoCal Gas and SCE for implementing its own projects. In addition, the City would be able to take advantage of professional "free" consulting services for its various projects. The City of Brea took the lead role and worked with SCE and SoCalGas to approve a Partnership Agreement. To participate in the Partnership, the City would need to approve the attached Resolution declaring support for the Energy Partnership. This action will approve a resolution of support to join the NOCEP.

RECOMMENDATION:

It is recommended that City Council take the following action:

1. Adopt Resolution No. R-2015-xx, A Resolution of the City Council of the City of Placentia declaring support for an Energy Partnership between Southern California Edison Company, Southern California Gas Company and the City of Brea to be known as "North Orange County Cities Energy Partnership".

DISCUSSION:

In January 2014, Staff attended a scoping meeting about the potential creation of a North Orange County Cities Energy Partnership (NOCEP). Since then SCE and SoCalGas worked with the City of Brea as the lead City to create the partnership. Each City was provided a draft agreement for comment during the process. In order to become a member of the NOCEP, the City would need to pass the attached Resolution. By participating in the NOCEP the City will receive additional rebates for energy projects on top of the general programs implemented by

1.o.
July 21, 2015

SCE and SoCalGas. The NOCEP program has 4 levels of participation, with each level meriting larger rebates for larger energy projects. While there is no financial commitment to participating in the program, the partnership has energy reduction goals. It is the goal of both SCE and SoCalGas and the NOCEP to reduce energy use through completed energy projects. The NOCEP will track the energy reductions of both the Partnership and the individual City's within.

Some of the benefits of participating in the NOCEP are:

- Reduction of utility bills
- Demonstrating a leadership role in the community
- Helping to achieve local government greenhouse gas reduction goals
- Fully leveraging SCE and SoCalGas programs and services in City facilities as well as in the residential and business communities

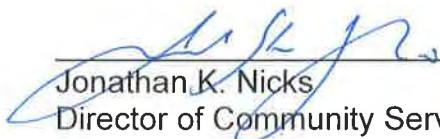
The implementation of energy efficiency programs enhances the environment by improving air quality, reducing pollution, and conserving natural resources. With efforts to "go green," to find savings in ever-tightening government budgets and to plan for new state greenhouse gas emissions regulations, identifying energy efficiency opportunities is at the forefront of municipal and community planning efforts. Local Government Partnerships are designed to provide technical and financial assistance to meet these goals. The new NOCEP will help member cities capitalize on opportunities that will bring measurable energy savings and reduced utility bills. The partnership will emphasize multi-jurisdictional efforts which can be promoted through the member cities in order to take advantage of economies of scale, particularly for training programs. Moreover, participation in the NOCEP will show that member cities have made a commitment to energy efficiency and will demonstrate leadership in energy management practices.

FISCAL IMPACT:

There is no financial commitment to participating in the NOCEP. Participation in the partnership requires some staff time, however Staff's time spent is offset by the energy-saving financial benefits that will be derived from implementing various projects. There is no impact to the the City's General Fund as a result of participating in the NOCEP.

Prepared by:

Reviewed and approved:


Jonathan K. Nicks
Director of Community Services


Damien R. Arrula
Acting City Administrator

Attachment:

1. Resolution

RESOLUTION NO. R-2015-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PLACENTIA DECLARING SUPPORT FOR AN ENERGY
PARTNERSHIP BETWEEN SOUTHERN CALIFORNIA EDISON
COMPANY, SOUTHERN CALIFORNIA GAS COMPANY, AND
THE CITY OF BREA TO BE KNOWN AS "NORTH ORANGE
COUNTY CITIES ENERGY PARTNERSHIP"**

A. Recitals.

(i). The City of Placentia supports "energy efficiency" initiatives, policies, and construction standards in order to ensure that our communities follow and encourage sustainable practices.

(ii). Local demand for electricity has grown, and it is expected that demand for electricity will continue to grow in the near future to support a growing population and economy.

(iii). Citizens and businesses spend significant amounts for energy, it makes economic sense and good public policy to encourage energy efficiency at City facilities and within our community.

(iv). Energy efficiency programs enhance our environment by improving air quality, reducing greenhouse gases and other pollution, and conserving natural resources.

(v). It is vital for our community to keep spending locally and to encourage innovations in the way we behave, build, and incorporate energy into our everyday business and personal lives.

(vi). There is a growing movement within California communities and businesses to improve everyday practices and create more sustainable and "greener" cities.

(vii). The communities comprised of the North Orange County Cities Energy Partnership seek to promote innovative methods and state-of-the-art technologies used in the design and construction of new residential and commercial buildings within the region, in order to bring energy and natural resources consumption in line with our sustainability goals.

(viii). The City of Brea has been identified by the participating partnership jurisdictions to enter into an agreement

with Southern California Edison (SCE) and Southern California Gas (SCG) on their behalf to represent them and implement the activities of the participating jurisdictions of the North Orange County Cities Energy Partnership.

(ix). The North Orange County Cities Energy Partnership brings together the City of Brea, SCE, SCG and the other member agencies in a cooperative program to promote energy efficiency, regional sustainability goals, and collaboration.

(x). The City of Placentia has confirmed that its goals are consistent with the programs identified in SCE and SCG's proposed local government partnership.

(xi). 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, does ordain as follows:

1. The recitals set forth in Part A., above, are true and correct.
2. The City of Placentia supports the mission of the North Orange County Cities Energy Partnership.
3. The City of Placentia supports a commitment to sustainable practices through energy efficiency, and will provide leadership and guidance in promoting, facilitating, and instituting such practices in the region.
4. The City of Placentia supports and endorses the North Orange County Cities Energy Partnership as an effective method to help meet long-term regional economic and environmental goals.
5. The City of Placentia will name one or more individuals to the North Orange County Energy Partnership working group that will review progress regularly with SCE, SCG, and the City of Brea.
6. The City of Placentia with the assistance of SCE, SCG, the City of Brea and other member agencies will identify energy efficiency programs and projects within municipal facilities and

support implementation of community energy efficiency and sustainability goals within the City of Placentia.

PASSED, APPROVED and ADOPTED this 21st day of July 2015.

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 21st day of July, 2015, 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: ACTING CITY ADMINISTRATOR

FROM: CONTRACT CITY PLANNER

DATE: JULY 21, 2015

SUBJECT: **VTTM 17775, DA 2015-01, and Related Environmental Determination Regarding a Ten (10) Unit Condominium Project Located North of Orangethorpe Avenue, West of Van Buren Street at 1548 Spruce Street.**

FISCAL REVENUE: +\$151,670.00 (PUBLIC BENEFITS)
IMPACT:

SUMMARY:

The project applicant, Villa Picae LLC, in partnership with HQT ("Applicant"), is proposing to redevelop the existing 0.52-acre site with ten (10) residential condominium dwelling units. Two structures are proposed that will include five (5) units in each structure. The applicant is requesting approval of the following discretionary actions, which are necessary to implement the proposed Project:

- Vesting Tentative Tract 17775
- Development Agreement 2015-01

RECOMMENDATION:

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

1. Open the Public Hearing, receive public testimony and close Public Hearing; and
2. Adopt Resolution No. R-2015-xx, A Resolution of the City Council of the City of Placentia, California, Approving a Vesting Tentative Tract Map No. 17775 and Adopt a Mitigated Negative Declaration of Environmental Impacts MND-2015-01 for the Development of 10 Units on the 0.52- Acre Property Located at 1548 Spruce Street by Villa Picae, LLC; and
3. Waive full reading, read by title only, and introduce for first reading, Ordinance No. O-2015-XX, An Ordinance of the City Council of the City of Placentia, Approving that Document Entitled "Development Agreement DA- 2015-01 Concerning Property Located at 1548 Spruce Street, Placentia, California" and Authorizing the Mayor and City Clerk to Execute the Same on Behalf of the City of Placentia.

2.a.
July 21, 2015

DISCUSSION:

Vesting Tentative Map

A vesting tract is not a subdivision which is being made valid in perpetuity. In actuality, pursuant to California Government Code § 66498.5(b), it refers to a term which, upon approval of the map vests or “locks in” existing ordinances, regulations, policies, *etc.*, similar to a development agreement. The benefit to the developer is being able to rely on the existing standards and regulations which cannot be changed. The City, in effect, “freezes” the regulations applicable to the site for an agreed-upon period prior to actual development to allow time for preparation and approval of the construction plans. The Applicant is proposing to subdivide the site to sell ten (10) individual lots to future home owners. Accordingly, the Applicant has requested a Vesting Tentative Map to subdivide the site, thereby creating individual airspace condominium lots for ownership, two (2) lots are proposed for common area open space, and one (1) lot for the common area private driveways (the “Project”).

The subdivision will allow the Applicant to sell the individual condominium units which will be developed with housing. The proposed amenities located in the common area will be owned and maintained by the Home Owners Association (HOA). The Project will be required to submit Conditions, Covenants, and Restrictions (CC&R's) which will be reviewed and approved by the City to ensure enforcement of certain Conditions relating to parking as well as the long-term maintenance of the Project.

Development Agreement

The Applicant and City have negotiated a Development Agreement in accordance with Government Code § 65864, *et seq.* A Development Agreement (DA) is adopted by ordinance and negotiated between the City and the developer establishing the conditions under which a particular development may occur. If the City were to enact any building moratorium after approval of the DA, the Applicant would have the right to proceed with the Project. In order for the DA to be justifiable, there needs to exist a “*quid pro quo*” relationship. In common usage, *quid pro quo* refers to the giving of one valuable thing for another. *Quid pro quo*, or the exchange of valuable consideration, is required for the formation of a valid contract between the City and the Applicant.

This is accomplished through the acceptance of public benefits; in exchange the City will confer certain rights and privileges associated with the agreement. Accordingly, due to the fact that the lot size of the proposed project is 22,000 sq. ft. it does not meet the minimum lot size requirement of 24,000 sq. ft. as specified in the SP-7 District. The Applicant would normally be required to request a specific plan amendment, thereby changing the minimum lot size to accommodate the proposed Project. In this case the Applicant is requesting approval of a Development Agreement which will facilitate the development of the existing parcel. The project meets the Municipal Code and SP-7 requirements in all other respects, in terms of parking, setbacks, density, building site area, and so forth. In this case, the City will confer vested rights

and the protections associated with the DA. In exchange, the City will receive the public benefits which are stipulated in Exhibit F of the DA:

- Public safety mitigation fee of \$34,270
- Annexation into CFD 2014-01 for special taxes at an initial tax not to exceed \$500 per taxable dwelling unit, per year, pertaining to: Police protection services, fire protection and suppression services, and ambulance and paramedic services*
- Contribution of \$75,000.00 as a low-moderate housing mitigation fee
- Contribution of \$37,400.00, as a park in lieu fee
- ***Total initial value of Public Benefits contribution: \$151,670.00***

***It should be noted that the total value of this benefit actually exceeds \$151,670.00 since the CFD tax will be collected every year in perpetuity**

GENERAL PLAN CONSISTENCY

California Government Code § 65867.5 requires the legislative body find that the provisions of the agreement are consistent with the General Plan. The project site is 0.52 acres with a zoning designation of SP-7 which allows Medium-High density. Since this high density designation envisions the development of multiple units on an underutilized parcel, the prospective development agreement is consistent with the land use category as the property will be developed with the 10 units on 0.52 acres which translates to 20 dwelling units per acre.

General Plan Goals/Policy/Programs that the development agreement project supports include:

Policy 1.1: Large, contiguous vacant or underutilized parcels should be comprehensively planned for development to minimize effects on the City's suburban atmosphere.

Goal 2: Provide and maintain an adequate level of service for all community public services and facilities.

Policy 2.5: Ensure new developments provide adequate improvements, dedications, and fees to the City to fully cover the project's demand costs on City services and facilities.

The Development Agreement will yield a public benefit as outlined in the agreement and will incorporate the project into Community Facilities District CFD 2014-01. Among the items listed in the Development Agreement, the project will:

- Contribute to a public safety mitigation benefit fee;
- Contribute to a park in-lieu benefit fee;
- Contribute an in-lieu affordable housing benefit fee.

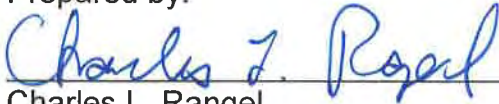
PLANNING COMMISSION RECOMMENDATION

On May 12, 2015, the Planning Commission held a study session and received and filed information and testimony concerning the Project. On July 1, 2015 the Planning Commission voted 4-0 to recommend the City Council approve the proposed Project.

CEQA:

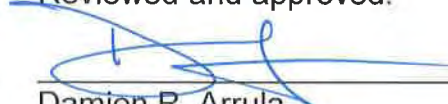
In accordance with the California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000, et seq.) and pursuant to § 15063 of Title 14 of the California Code of Regulations (CCR), the City of Placentia, acting in the capacity of Lead Agency, is required to undertake the preparation of an Initial Study to determine if the proposed Project would have a significant environmental impact. On the basis of this initial evaluation the City finds that although the proposal could have a significant effect on the environment, there will not be a significant effect in this case because the mitigation measures described in Section 4.0 of the Initial Study have been incorporated into the conditions of approval. The Mitigation Measures were established to make any potential impact less than significant with the identified mitigation measures. Mitigation Measures were established for Aesthetics, Air Quality, Biological Resources, Cultural Resources, Hazards and Hazardous Materials, Hydrology and Water Quality, Noise, Public Services, Transportation, and Utilities. **A MITIGATED NEGATIVE DECLARATION and MITIGATION MONITORING AND REPORTING PROGRAM** have been prepared. The MND and Mitigation Monitoring and Reporting Program are provided as Attachments nos. 8 and 9.

Prepared by:



Charles L. Rangel
Contract City Planner

Reviewed and approved:



Damien R. Arrula
Acting City Administrator

Attachments:

1. Resolution
 2. Ordinance
- Exhibit A Development Agreement 2015-01
1. Tentative Map
 2. Site plan
 3. Floor plan
 4. Elevations
 5. Colored rendering
 6. Preliminary landscape plan
 7. Exterior materials board
 8. Mitigated Negative Declaration
 9. Mitigation Monitoring and Reporting Program
 10. Conditions of Approval

RESOLUTION NO. R-2015-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF PLACENTIA RECOMMENDING APPROVING VESTING
TENTATIVE MAP NO. 17775 AND ADOPT A MITIGATED
NEGATIVE DECLARATION OF ENVIRONMENTAL IMPACTS
MND-2015-01 FOR THE DEVELOPMENT OF 10 UNITS ON
THE 0.52-ACRE PROPERTY LOCATED AT 1548 SPRUCE
STREET BY VILLA PICAE, LLC**

A. Recitals.

(i). VILLA PICAE, LLC, a California Limited Liability Company, ("Applicant") has submitted an application for a vesting tentative map regarding that certain parcel of real property located entirely within the City of Placentia ("City"), consisting of approximately 0.52 acres, the common and legal descriptions of which are set forth in Exhibit "A," attached hereto and incorporated herein by this reference and hereinafter is referred to as (the "Property"). ("Application.")

(ii). An Initial Study and Mitigated Negative Declaration were prepared in accordance with the requirements of the California Environmental Quality Act ("CEQA"), California Public Resources Code § 21000 et seq. , the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, §§ 15000, et seq., and the Environmental Impact Report Guidelines of the City.

(iii). On July 1, 2015, the Planning Commission of the City conducted, and concluded, a duly noticed public hearing, as required by law, to consider the Application and recommended adoption of this Resolution to the City Council
[Vesting Tentative Map No. 17775].

(iv). This City Council has reviewed and considered all provisions of proposed Vesting Tentative Map No. 17775, as recommended by the Planning Commission, including written staff reports and verbal testimony presented during a duly noticed public hearing, which hearing was concluded prior to the adoption of this Resolution.

(v). 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., above.

2. (a). The City Council hereby finds and certifies that Vesting Tentative Map No. 17775, as described herein, has been prepared pursuant to an Initial Study and Mitigated Negative Declaration prepared in accordance with the requirements of the California Environmental Quality Act ("CEQA"), California Public Resources Code §§ 21000, *et seq.*, the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, §§ 15000, *et seq.*, and the Environmental Impact Report Guidelines of the City of Placentia, and that this City Council has reviewed and considered the information contained in said Initial Study and Mitigated Negative Declaration with respect to the project identified and all public comments received in connection therewith. Said Initial Study and Mitigated Negative Declaration and all related environmental documents forming the basis for the Mitigated Negative Declaration and this Resolution are located in, and in the custody of, the Office of the City Clerk, City of Placentia. This City Council hereby approves the Mitigated Negative Declaration, together with the Mitigation Monitoring and Reporting Program ("MMRP") connected therewith. The City Council hereby specifically finds and determines that, based upon the findings and conditions as required by the MMRP set forth below, no significant adverse environmental effects will occur. The City Council hereby finds that the Mitigated Negative Declaration reflects its independent judgment.

(b). The City Council finds that facts supporting the above-specified findings are contained in the Mitigated Negative Declaration, the staff report and exhibits, and the information provided to this City Council during the public hearing conducted with respect to the adoption of this Ordinance and the Mitigated Negative Declaration. Mitigation measures are intended to mitigate and/or avoid potential adverse environmental effects identified in the Mitigated Negative Declaration and are reflected in the MMRP adopted hereby.

3. The City Council is required to make findings based upon the following facts in conformity with requirements of California Government Code §§ 66473.5 and 66474, as amended, and, accordingly

the City Council hereby finds, based upon the substantial evidence contained in the record, including the written and oral staff reports presented to the City Council with respect to the Application, as well as all other written and oral testimony submitted at the public hearing conducted thereon, as follows:

(a). The subdivision is consistent with the adopted General Plan and any applicable specific plans.

(b). The design or improvement is consistent with the General Plan and any specific plans applicable thereto.

(c). The site is physically suitable for the proposed type and/or density of development.

(d). The design or improvements are not likely to cause substantial environmental damage.

(e). The design or type of improvement is not likely to cause serious public health problems.

(f) . The design or type of improvement will not conflict with easements of record, or established by judgment, acquired by the public at large for access through or use of property within the proposed subdivision or, if an easement conflict exists , alternate easements which are substantially equivalent will be provided.

(g). The subdivision is in conformity with the provisions of Title 22 of the Placentia Municipal Code.

4. Vesting Tentative Map No. 17775 hereby is approved subject to the conditions and standard code requirements set forth in Exhibit "B" attached hereto and incorporated herein by this reference and in accordance with the plans submitted in conjunction with the Application.

5. The City Council further determines that approval of Vesting Tentative Tract Map No. 17775 is contingent upon Development Agreement No. DA-2015-01 becoming effective. Should Development Agreement No. DA-2015-01 be subjected to referendum thereby rendered or declared invalid said Vesting Tentative Map VTTM 17775 shall be null and void.

6. The City Clerk shall certify to the adoption of this RESOLUTION.

PASSED, ADOPTED AND APPROVED this 21st day of July, 2015.

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 21st day of July, 2015 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

PATRICK J. MELIA,
CITY CLERK

APPROVED AS TO FORM:

ANDREW V. ARCZYNSKI,
CITY ATTORNEY

ORDINANCE NO. O-2015-XX

AN ORDINANCE OF THE COUNCIL OF THE CITY OF
PLACENTIA APPROVING THAT DOCUMENT ENTITLED
"DEVELOPMENT AGREEMENT NO. DA-2015-01
CONCERNING PROPERTY LOCATED AT 1548 SPRUCE
STREET, PLACENTIA, CALIFORNIA" AND
AUTHORIZING THE MAYOR AND CITY CLERK TO
EXECUTE THE SAME ON BEHALF OF THE CITY OF
PLACENTIA.

City Attorney's Summary

This Ordinance approves a Development Agreement prepared in accordance with the requirements of California Government Code § 65864 with regard to a 10 unit condominium housing project located at 1548 Spruce Street in the City of Placentia on a 0.52 acre site generally located north of Orangethorpe Avenue and west of Van Buren Street. The Development Agreement establishes specific criteria and standards for the project, including yards, setbacks and related development standards as well as providing for payment of fees and costs associated with the development project, including mitigation fees and park fees.

A. Recitals.

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

"The Legislature finds and declares that:

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

"(b). Assurance to the applicant for a development project that upon approval of the project, the applicant may proceed with the project in accordance with existing policies, rules and regulations, and subject to conditions of approval, will strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic costs of development.

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

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

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

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

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

(iv). Attached to this Ordinance, marked Exhibit "A" and by this reference incorporated herein as though fully set forth, is a proposed Development Agreement No. DA-2015-01, concerning that approximately 0.52 acre parcel located north of Orangethorpe Avenue and west of Van Buren Street in the City of Placentia, and as legally described within the attached Exhibit "A." Hereinafter in this Ordinance, that agreement attached hereto as Exhibit "A" is referred to as "the Development Agreement."

(v). On July 1, 2015, the Planning Commission of the City of Placentia held a duly noticed public hearing concerning the proposed Development Agreement and has recommended to this Council the adoption of the Development Agreement.

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

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

B. Ordinance.

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

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

SECTION 2. (a). The City Council finds, determines and declares that, after preparing an Initial Study in compliance with the requirements of the California Environmental Quality Act ("CEQA"), California Public Resources Code §§ 21000, *et seq.*, the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, §§ 15000, *et seq.* ("State Guidelines"), and the Environmental Impact Report Guidelines of the City of Placentia ("City Guidelines"), a Mitigated Negative Declaration, No. MND-2015-01, was prepared in compliance with CEQA, the State Guidelines and the City Guidelines. The City Council has reviewed and considered the information contained in said Mitigated Negative Declaration recommended Mitigation Measures, including a Mitigation Monitoring and Reporting Program ("MMRP") prepared with respect to the project.

(b). Based on its own independent judgment that the facts stated in the Initial Study are true, the City Council finds that the approval of the Project (TTM 17775 and DA-2015-01) will not have any negative impacts on the environment..

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

SECTION 3. This Council specifically finds that:

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

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

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

(d). Provision has been designed in the proposed development for both private and public open spaces at least equivalent to that required by the Specific Plan 7 (SP-7) Zone; and

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

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

SECTION 5. This Council hereby approves the Development Agreement attached hereto as Exhibit "A." The City Council further determines that approval of Development Agreement No. DA-2015-01 is contingent upon Vesting Tentative Tract Map No. 17775 becoming effective.

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

SECTION 7. Penalty for Violation.

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

partnership or corporation, and shall be deemed punishable therefore as provided in this Ordinance.

SECTION 8. Civil Remedies Available.

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

SECTION 9. Severability.

The City Council declares that, should any provision, section, paragraph, sentence or word of this Ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences and words of this Ordinance shall remain in full force and effect.

SECTION 10. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same, or the summary thereof, to be published and posted pursuant to the provisions of law and this Ordinance shall take effect thirty (30) days after passage.

PASSED, APPROVED and ADOPTED this XX day of _____, 2015.

CHAD P. 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 Ordinance was introduced at a regular meeting of the City Council held on the 21ST day of July, 2015 and was finally adopted at a regular meeting held on the _____ day of _____, 2015, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

PATRICK J. MELIA,
CITY CLERK

APPROVED AS TO FORM

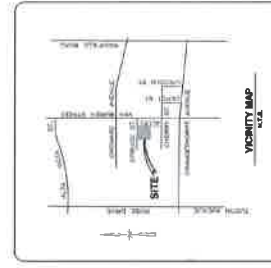
ANDREW V. ARCZYNSKI,
CITY ATTORNEY

SPRUCE STREET
PLACENTIA, CA

SITE PLAN

FLAIR
ARCHITECT

0.1



SITE AREA: 0.52 ACRES
FLOOR AREA OF PROP. BUILDINGS: 8830 SF
OPEN SPACE: 6649 SF

EXISTING CONDOMINIUMS

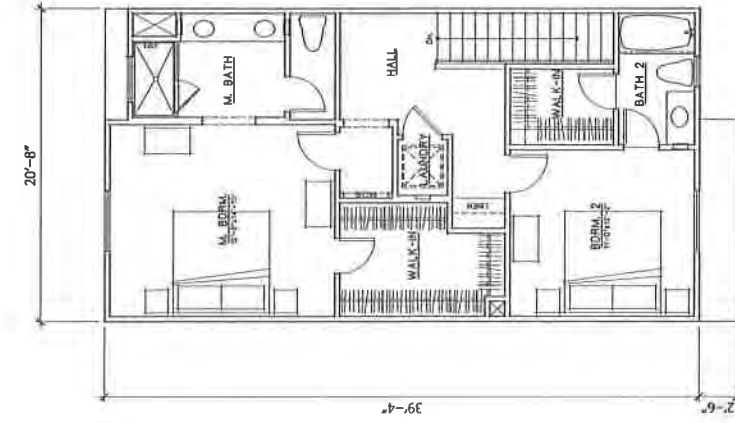
ALLEY



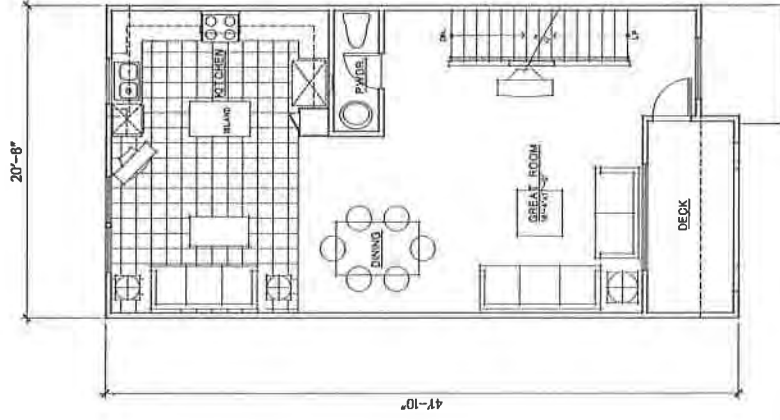
ARCHITECTS

5/6/14
13004

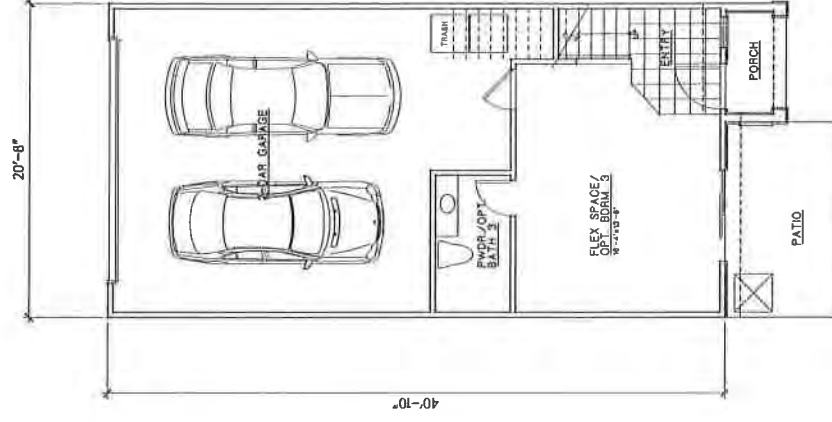
HQT HOMES
13821 NEWPORT AVE., SUITE 120
TUSTIN, CA 92780



THIRD - 759 SQ. FT.



SECOND - 767 SQ. FT.



FIRST - 332 SQ. FT.

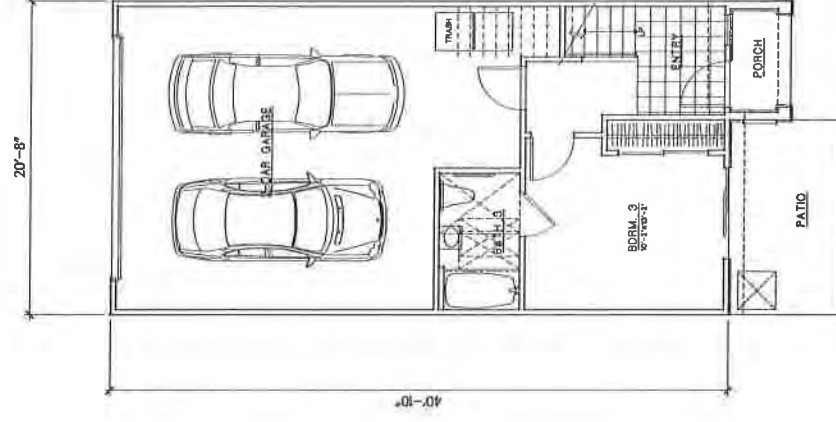
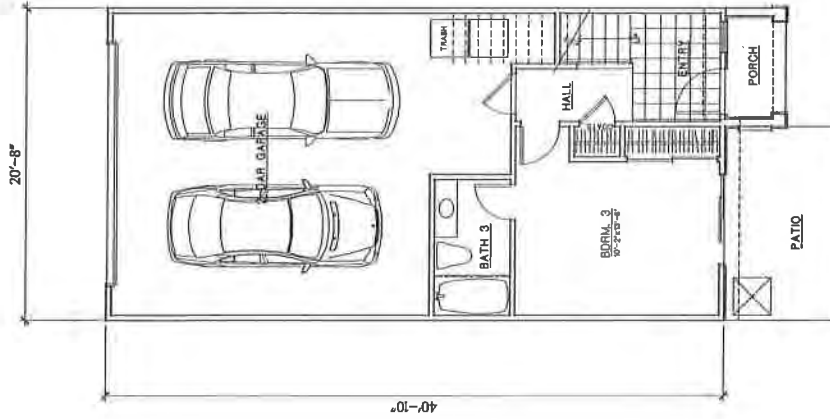
SPRUCE STREET
PLACENTIA, CA

HOT HOMES
13821 NEWPORT AVE., SUITE 120
TUSTIN, CA 92780

SCALE = 1/8"=1'-0"

9/7/14
13004

FLAIR ARCHITECTS
Architecture • Planning • Interior Design
1000 W. MAIN ST., SUITE 200
TUSTIN, CA 92780
TEL: 714-770-7233 FAX: 714-770-7240



OPT. BDRM. 3 W/ OPT. BATH 3

ADA UNIT

PLAN 1 – OPTIONS

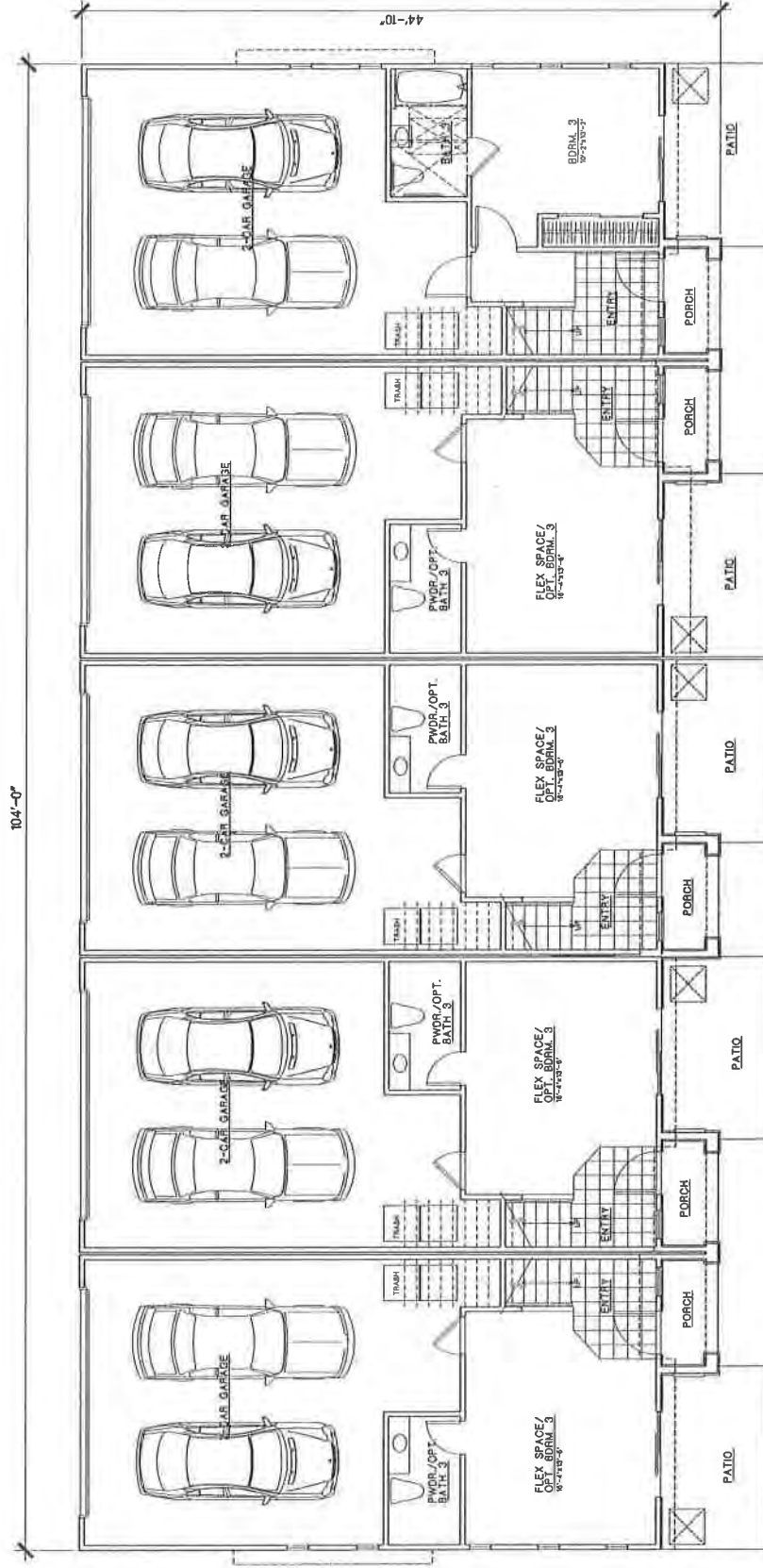
SPRUCE STREET
PLACENTIA, CA

HQT HOMES
13821 NEWPORT AVE., SUITE 120
TUSTIN, CA 92780

SCALE - 1/8"=1'-0"

8/17/14
13004

FLAIR ARCHITECTS
Architecture • Planning • Interior Design
405 W. 14th St., Suite 200, Placentia, CA 92679
Tel: 949.785.7533 Fax: 949.785.7544



FIRST FLOOR - BUILDING PLAN

SPRUCE STREET
PLACENTIA, CA

HQT HOMES
13821 NEWPORT AVE, SUITE 120
TUSTIN, CA 92780

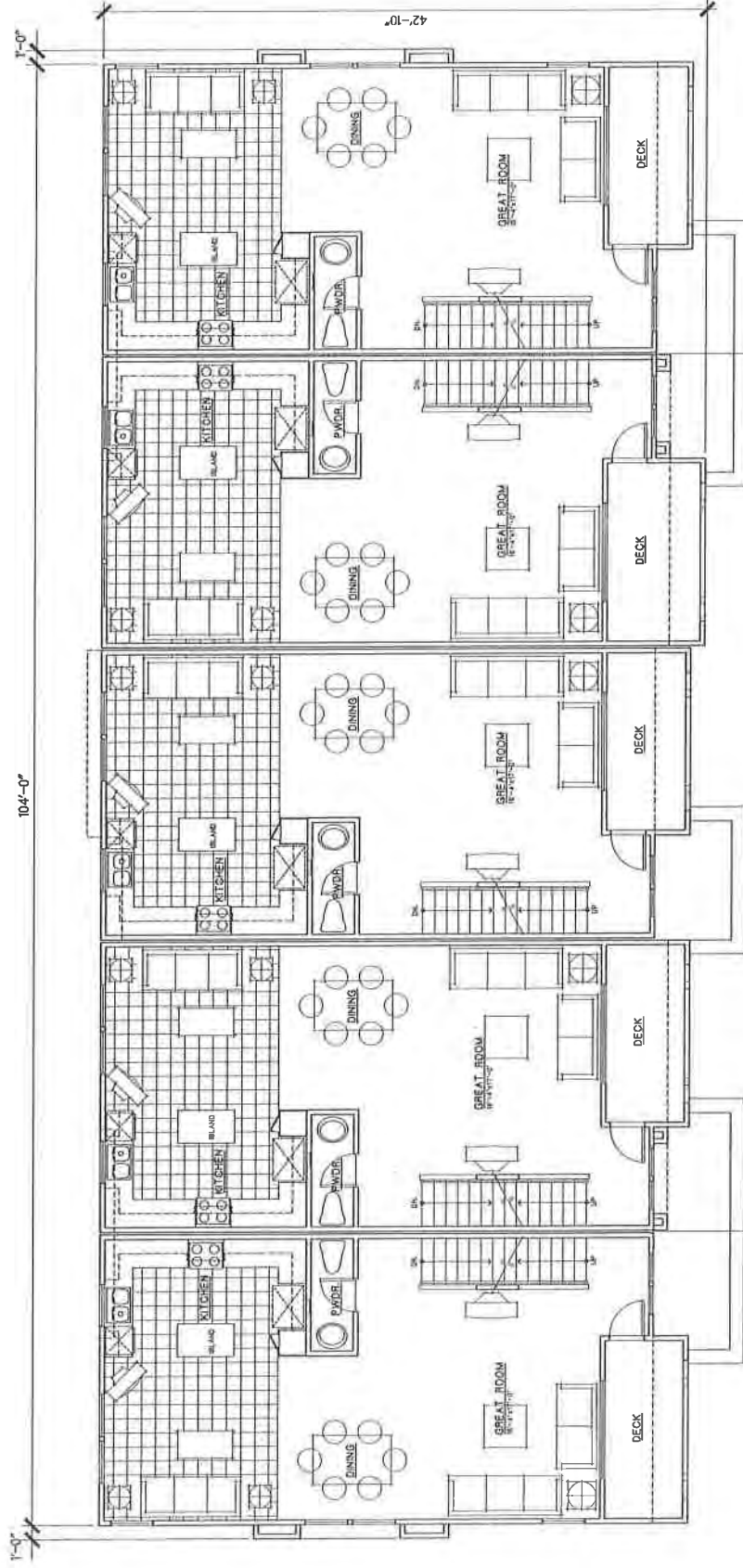
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8/10/14
13004

FLAIR

ARCHITECTS

Architecture • Planning • Interior Design
10000 E. CENTRAL EXPRESSWAY, SUITE 200
DENVER, CO 80231
TEL: 303.759.7200

3.1



SECOND FLOOR -- BUILDING PLAN

SPRUCE STREET
PLACENTIA, CA

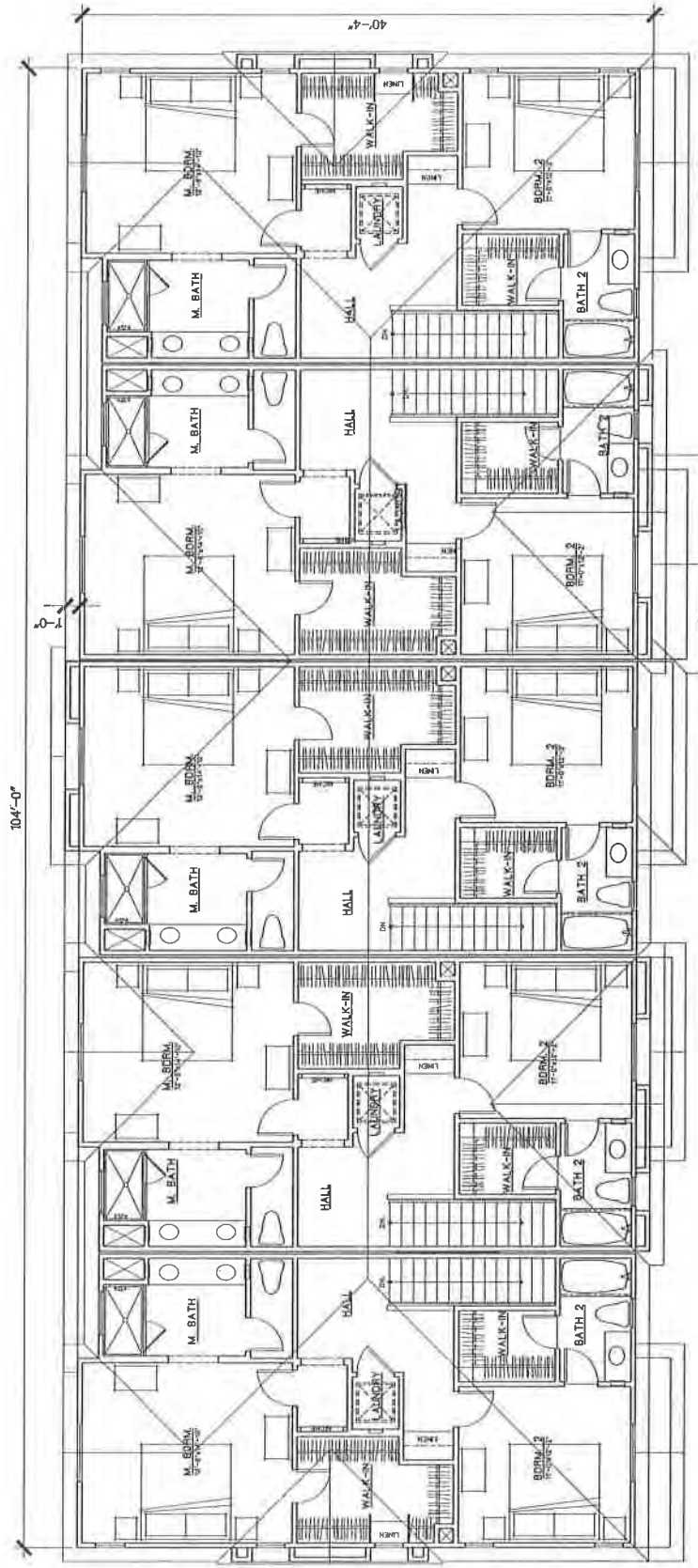
HQT HOMES
13821 NEWPORT AVE., SUITE 120
TUSTIN, CA 92780

SCALE = 1/8"=1'-0"
8/11/14
13004



**FLAIR
ARCHITECTS**

Architecture Planning Interior Design
400 WALD AVENUE, SUITE 200
BELL 780-7533 FAX 846 780-7540



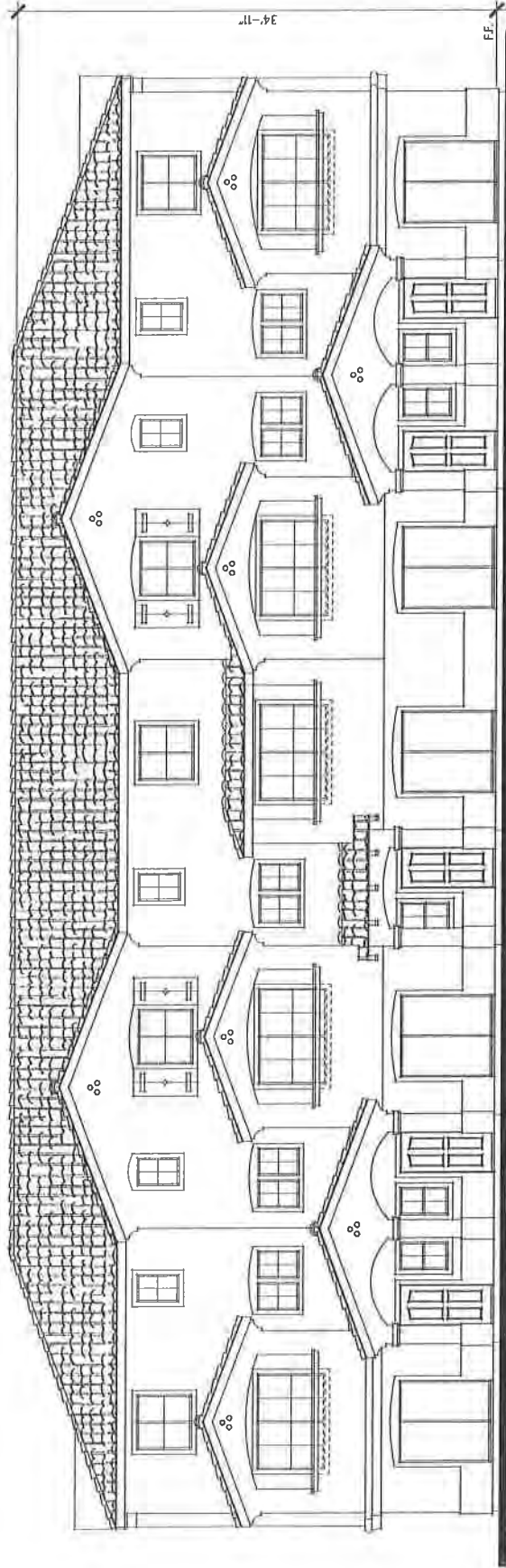
THIRD FLOOR - BUILDING PLAN

SPRUCE STREET
PLACENTIA, CA

HOT HOMES
13821 NEWPORT AVE., SUITE 120
TUSTIN, CA 92780

SCALE = 1/8"=1'-0"
8/17/14
13004

FLAIR
ARCHITECTS
Architecture • Planning • Interior Design
10000 WILSON AVE., SUITE 100
DALLAS, TEXAS 75243
TEL: 972-733-7333 FAX: 972-733-7334



34'-11"

FF

FRONT ELEVATION - OPTION 1

SPRUCE STREET
PLACENTIA, CA

HOT HOMES
13821 NEWPORT AVE., SUITE 120
TUSTIN, CA 92780

SCALE = 1/8"=1'-0"

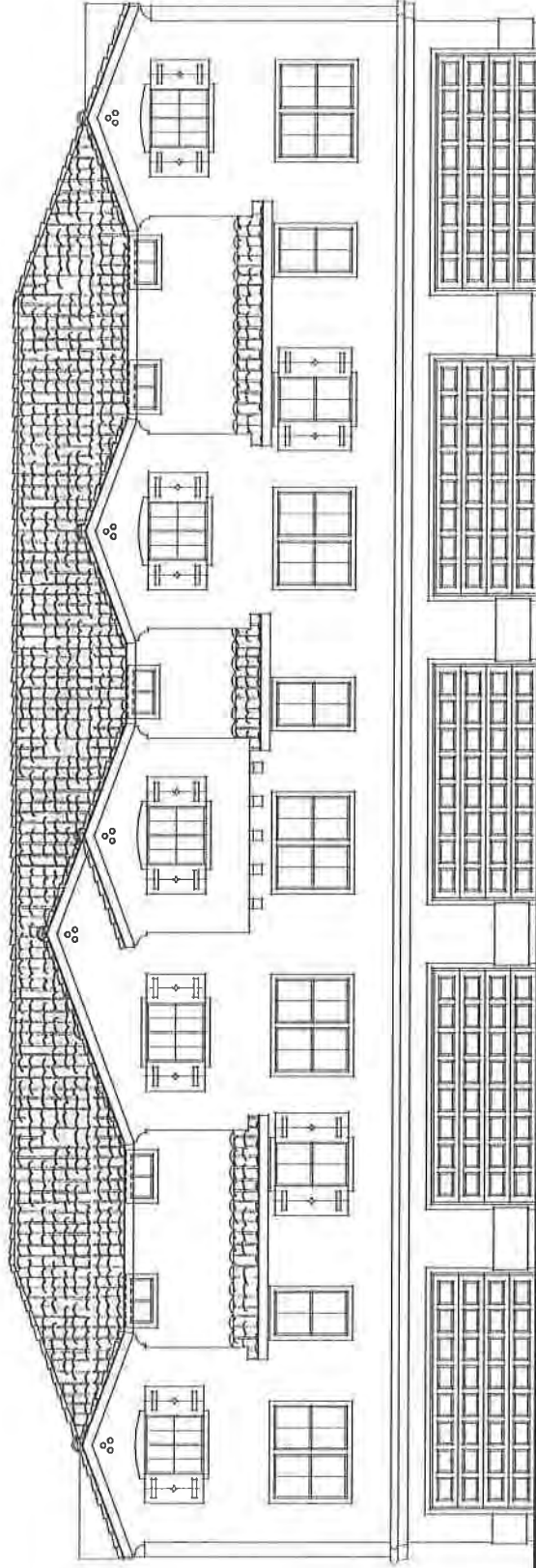
8/10/14
15004



ARCHITECTS

Architecture - Planning - Interior Design
3000 WILSON AVENUE, SUITE 200
TUSTIN, CA 92780

3.4



REAR ELEVATION

REAR ELEVATION

SPRUCE STREET
PLACENTIA, CA

HQT HOMES
13821 NEWPORT AVE., SUITE 120
TUSTIN, CA 92780

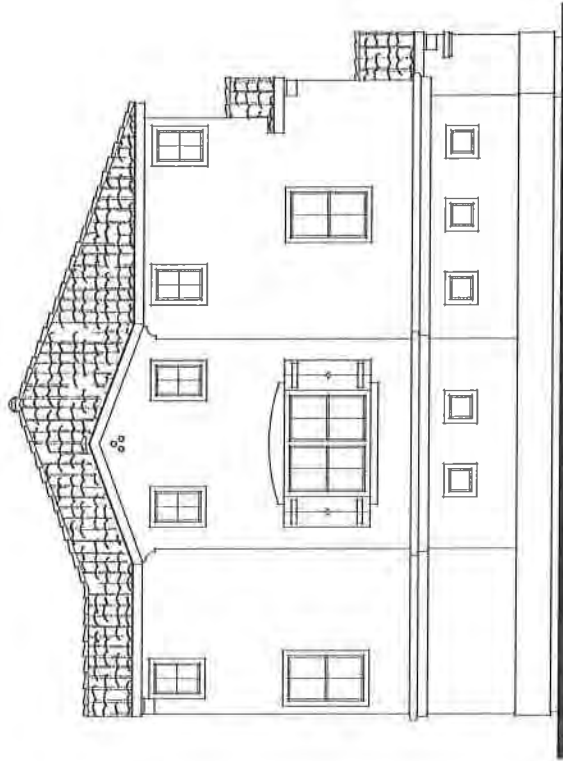
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8/17/14
13004

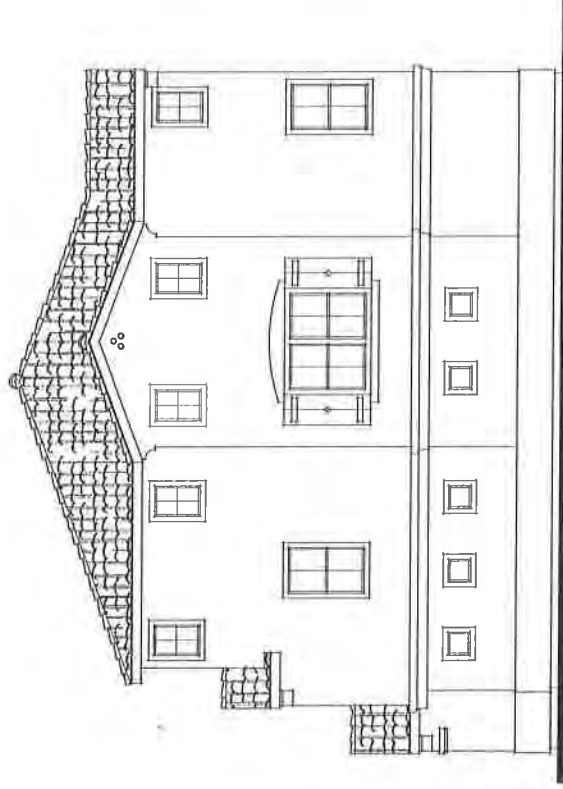
FLAIR
ARCHITECTS

Architects - Planning - Interior Design
3711 WILSON AVE., SUITE 200
SAN JOSE, CA 95128
TEL: 408.799.7248

3.5



LEFT ELEVATION



RIGHT ELEVATION

SPRUCE STREET
PLACENTIA, CA

HQT HOMES
13821 NEWPORT AVE., SUITE 120
TUSTIN, CA 92780

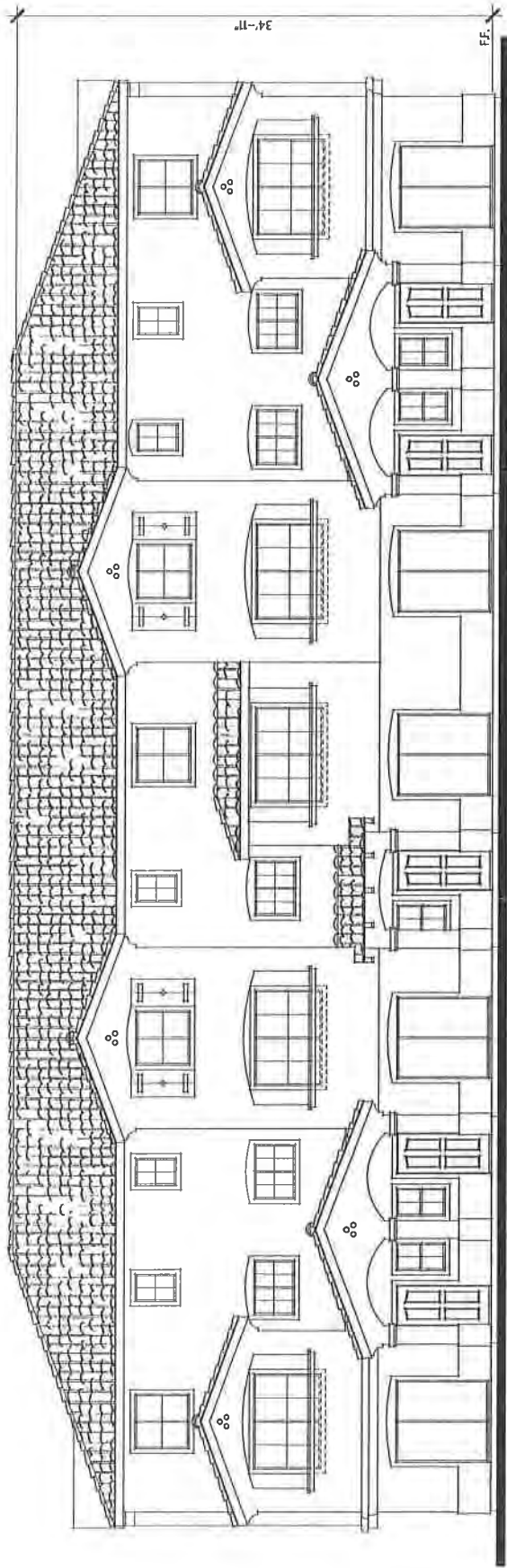
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8/17/14
13004



ARCHITECTS

Architecture • Planning • Interior Design
475 WARD, SUITE, CARLSBAD, CA 92008
949.738-1533 FAX 949.738-7540

3.6



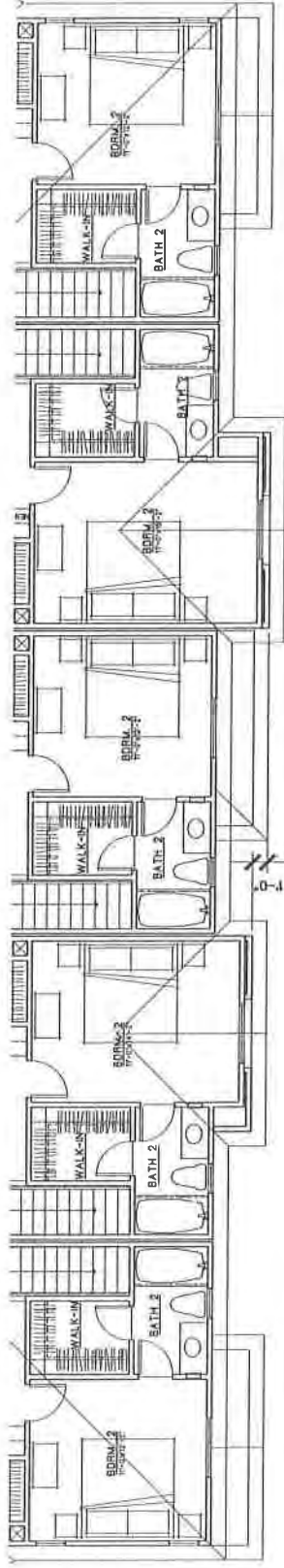
FRONT ELEVATION - OPTION 2

SPRUCE STREET
PLACENTIA, CA

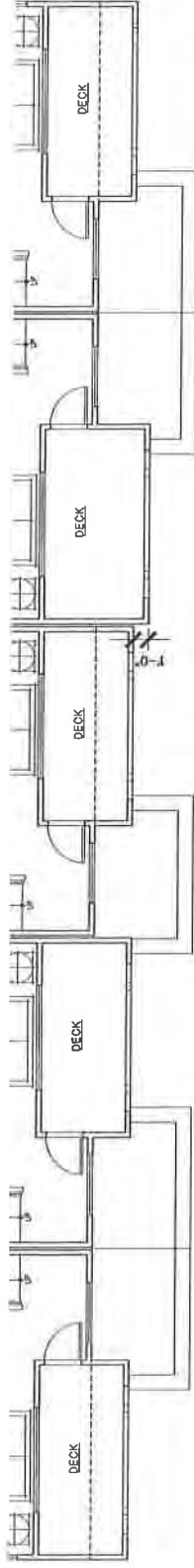
HQT HOMES
13821 NEWPORT AVE., SUITE 120
TUSTIN, CA 92780

SCALE = 1/8"=1'-0"
8/11/14
13004

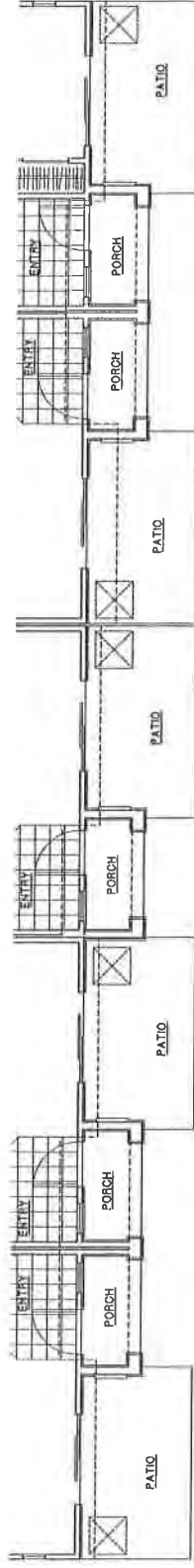
FLAIR
ARCHITECTS
Architecture • Planning • Interior Design
6401 Vanowen Ave., Carlsbad, CA 92008
Phone 760-733-1111 Fax 760-733-1111



THIRD FLOOR



SECOND FLOOR



FIRST FLOOR

OPTION 2 - BUILDING PLAN PARTIALS

SPRUCE STREET
PLACENTIA, CA

HOT HOMES
13821 NEWPORT AVE., SUITE 120
TUSTIN, CA 92780

SCALE = 1/8"=1'-0"

8/17/14
13004





LOW PROFILE CONCRETE ROOF TILE

FOAM TRUSS

FOAM SHUTTERS

STUCCO FINISH

34'-11"

FRONT ELEVATION
SCALE = 3/16"=1'-0"



RIGHT ELEVATION



REAR ELEVATION



LEFT ELEVATION

SPRUCE STREET
PLACENTIA, CA

HQT HOMES
13821 NEWPORT AVE., SUITE 120
TUSTIN, CA 92780

COLOR ELEVATIONS

SCALE = 1/8"=1'-0"

9/27/24
25004

FLAIR

ARCHITECTS

10000 WILLOW STREET, SUITE 100
LOS ANGELES, CA 90024
TEL: 310.790.1505 FAX: 310.790.1506

4.0



LEFT ELEVATION



RIGHT ELEVATION



REAR ELEVATION



FRONT ELEVATION

SPRUCE STREET PLACENTIA, CA

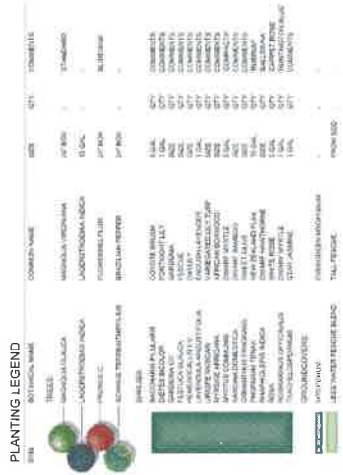
HQT HOMES
13821 NEWPORT AVE., SUITE 120
TUSTIN, CA 92780

COLOR RENDERING

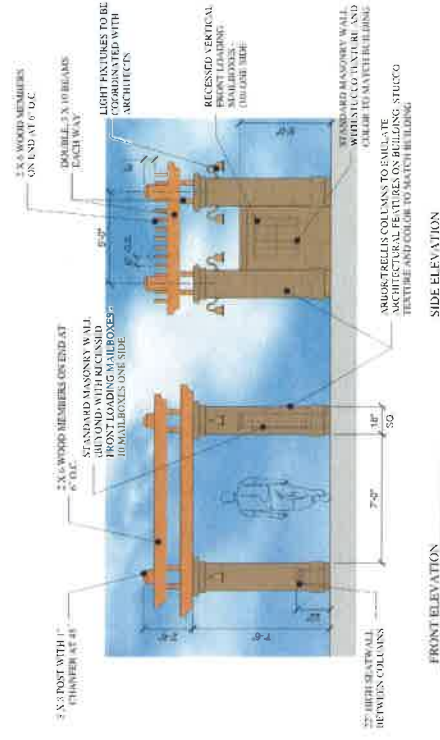
9/27/24
18004

FLAIR
ARCHITECTS
1400 S. GARDEN AVENUE, SUITE 200
ANAHEIM, CALIFORNIA 92805
PH: 714.779.7125 FAX: 714.779.7140

6.0



1. ALL LANDING AREA AREAS SHALL INCLUDE A WATER CONSERVING AUTOMATIC IRRIGATION SYSTEM. DROPPED IRRIGATION SHALL BE UTILIZED WHERE EVER APPROPRIATE.
2. ALL ON - SITE PLANTING AND IRRIGATION SHALL BE MAINTAINED TO INSURE WATER EFFICIENCY AND HEALTHY APPEARANCE.
3. ALL UNSIGHTLY SITE APPURTENANCES SHALL BE SCREENED WITH 5' GALLON SHRUBS OR GREATER BACK DROPPED PLANTS, TRANSFORMERS, GAS METER GAS AC UNITS ETC.



PRELIMINARY LANDSCAPE PLAN

OVERALL PLAN

DATE 08-22-14 PROJECT # 1-3, 19



ROOF TILE - LOW "S" Profile EAGLE ROOFING



**CLAY DECOR PIPES
AT GABLES**

FASCIA / EAVES / GARAGE DOORS / TRIM 2



**STUCCO
BODY**



**STUCCO
BODY
ACCENT 1**



**STUCCO
BODY
ACCENT 2 /
TRIM 1**



**ENTRY DOOR 1 /
SHUTTERS 1**



**ENTRY DOORS 2 /
SHUTTERS 2**



INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

**City of Placentia
Spruce Street Condominiums**

LEAD AGENCY:

City of Placentia
401 East Chapman Avenue
Placentia, California 92870
Contact: Mr. Charles Rangel, Contract Senior Planner
(714) 993-8124

PREPARED BY:

Keeton Kreitzer Consulting
P. O. Box 3905
Tustin, California 92781-3905
Contact: Mr. Keeton K. Kreitzer, Principal
(714) 665-8509

March 2015

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TABLE OF CONTENTS

	<u>Page</u>
1.0 INTRODUCTION	1
1.1 STATUTORY AUTHORITY AND REQUIREMENTS	1
1.2 PURPOSE.....	
2.0 PROJECT DESCRIPTION.....	3
2.1 PROJECT LOCATION AND ENVIRONMENTAL SETTING	3
2.2 PROJECT BACKGROUND.....	3
2.3 PROJECT CHARACTERISTICS	9
3.0 ENVIRONMENTAL SUMMARY.....	21
3.1 BACKGROUND.....	21
3.2 ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED	22
3.3 EVALUATION OF ENVIRONMENTAL IMPACTS	22
4.0 ENVIRONMENTAL ANALYSIS.....	25
4.1 AESTHETICS.....	25
4.2 AGRICULTURE AND FOREST RESOURCES.....	27
4.3 AIR QUALITY.....	39
4.4 BIOLOGICAL RESOURCES	36
4.5 CULTURAL RESOURCES.....	38
4.6 GEOLOGY AND SOILS	40
4.7 GREENHOUSE GAS EMISSIONS.....	44
4.8 HAZARDS AND HAZARDOUS MATERIALS	47
4.9 HYDROLOGY AND WATER QUALITY	50
4.10 LAND USE AND PLANNING	54
4.11 MINERAL RESOURCES	58
4.12 NOISE	60
4.13 POPULATION AND HOUSING	63
4.14 PUBLIC SERVICES.....	64
4.15 RECREATION	67
4.16 TRANSPORTATION/TRAFFIC.....	68
4.17 UTILITIES AND SERVICE SYSTEMS.....	71
4.18 MANDATORY FINDINGS OF SIGNIFICANCE.....	75
4.19 REFERENCES	76
4.20 REPORT PREPARATION PERSONNEL.....	77
5.0 CONSULTANT RECOMMENDATION.....	79
6.0 LEAD AGENCY DETERMINATION	81

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1.0 INTRODUCTION

Following preliminary review of the proposed Spruce Street 10-Unit Condominium Project, the City has determined that the Project is subject to the guidelines and regulations of the California Environmental Quality Act (CEQA). This Initial Study addresses the direct, indirect, and cumulative environmental effects associated with the Project, as proposed.

1.1 STATUTORY AUTHORITY AND REQUIREMENTS

In accordance with the California Environmental Quality Act (CEQA) (Public Resources Code Section 21000-21177) and pursuant to Section 15063 of Title 14 of the California Code of Regulations (CCR), the City of Placentia, acting in the capacity of Lead Agency, is required to undertake the preparation of an Initial Study to determine if the proposed Project would have a significant environmental impact. If, as a result of the Initial Study, the Lead Agency finds that there is evidence that any aspect of the project may cause a significant environmental effect, the Lead Agency shall further find that an Environmental Impact Report (EIR) is warranted to analyze project-related and cumulative environmental impacts. Alternatively, if the Lead Agency finds that there is no evidence that the project, either as proposed or as modified to include the mitigation measures identified in the Initial Study, may cause a significant effect on the environment, the Lead Agency shall find that the proposed Project would not have a significant effect on the environment and shall prepare a Negative Declaration for that project. Such determination can be made only if "there is no substantial evidence in light of the whole record before the Lead Agency" that such impacts may occur (Section 21080[c], Public Resources Code).

The environmental documentation, which is ultimately selected by the City of Placentia in accordance with CEQA, is intended as an informational document undertaken to provide an environmental basis for subsequent discretionary actions upon the project. The resulting documentation is not, however, a policy document and its adoption and/or certification neither presupposes nor mandates any actions on the part of those agencies from whom permits and other discretionary approvals would be required.

The environmental documentation and supporting analysis is subject to a public review period. The proposed Project is not a project "of statewide, regional, or areawide significance" as prescribed in Section 15206 of the CEQA Guidelines because it does not meet the criteria for such projects. Furthermore, project implementation does not require any action by a State Agency (i.e., "responsible" or "trustee" agency). Therefore, the document will not be submitted to the State Clearinghouse for review and the review period is determined to be 20 days in accordance with Section 15073 of the CEQA Guidelines. Following review of any comments received, the City of Placentia will consider these comments as a part of the project's environmental review and include them with the Initial Study documentation for consideration by the City in accordance with Section 15074(b) of the CEQA Guidelines.

1.2 PURPOSE

The purposes of the Initial Study/Environmental Checklist are to: (1) identify environmental impacts; (2) provide the Lead Agency with information to use as the basis for deciding whether to prepare an EIR or Negative Declaration; (3) enable an applicant or Lead Agency to modify a project, mitigating adverse impacts before an EIR is prepared; (4) facilitate environmental assessment early in the design of the project; (5) provide documentation of the factual basis for the finding in a Negative Declaration that a project would not have a significant environmental effect; (6) eliminate needless EIRs; (7) determine whether a previously prepared EIR could be used for the project; and (8) assist in the preparation of an EIR, if required, by focusing the EIR on the effects determined to be significant, identifying the effects determined not to be significant, and explaining the reasons for determining that potentially significant effects would not be significant.

Section 15063 of the CEQA Guidelines identifies specific disclosure requirements for inclusion in an Initial Study. Pursuant to those requirements, an Initial Study shall include: (1) a description of the project, including the location of the project; (2) an identification of the environmental setting; (3) an identification of environmental effects by use of a checklist, matrix or other method, provided that entries on a checklist or other form are briefly explained to indicate that there is some evidence to support the entries; (4) a discussion of ways to mitigate significant effects identified, if any; (5) an examination of whether the project is compatible with existing zoning, plans, and other applicable land use controls; and (6) the name of the person or persons who prepared or participated in the preparation of the Initial Study.

2.0 PROJECT DESCRIPTION

2.1 PROJECT LOCATION AND ENVIRONMENTAL SETTING

PROJECT LOCATION

The project site encompasses approximately 0.52-acre of land located at 1548 Spruce Street, in the City of Placentia, California (refer to Exhibit 2-1). It is located north of Orangethorpe Avenue and west of Van Buren Street. A U.S.G.S. Map is included as Exhibit 2-2.

PROJECT SETTING

Project Site

As indicated above, the project site is flat and it is located within a predominantly residential area of the City. The property has been developed and it supports five (5) small single-family residential dwelling units. Each of the existing homes dates back to the 1940s. The one-story "cottages" are approximately 750 square feet in size. Vehicular access to the homes on the property is from Spruce Street via a private drive on the west side of the property and an alley adjacent to the east side. The property supports only very limited landscaping, consisting primarily of grass yards, although three trees are located within the limits of the site. Walls separate the five homes from the adjacent condominiums to the west and apartments to the south.

Surrounding Area

The project site is surrounded by residential development on all sides. Single-family –attached residential development is located north of Spruce Street and along the western property boundary. Single-family attached development along with two single-family detached residential homes abut the property on the east. Multiple-family residential development is located adjacent to the site on the south. Two properties in the project area, including one north of Orchard Drive and a larger lot located south of Cherry Street, continue to support oil extraction. These oil-production lots are physically separated from the project by intervening residential development.

2.2 PROJECT BACKGROUND

The subject property is part of the East Placentia Specific Plan (SP-7), which was adopted by the City of Placentia in 1989, and which encompasses approximately 317 acres. The boundaries of SP-7 extend from Buena Vista Avenue on the north to Orangethorpe Avenue on the south and the Specific Plan area extends from Rose Drive on the west to Richfield Road on the east; a small area east of Richfield Road and south of Pine Street is also included within SP-7. The majority of the 317 acres is currently developed.

The East Placentia Specific Plan was adopted by the City to provide for a mix of different residential densities with neighborhood commercial, institutional, and parks/open space, while retaining the existing oil extraction uses. In order to preserve the potential for oil extraction, an "Oil Resource Reserve District" was applied to a portion of the Specific Plan area and a "resource production overlay" was also adopted that encompasses the entire area, including the project site, within SP-7.

As indicated above, SP-7 allows for a variety of land uses, including residential densities than range up to 25 dwelling units per acre, which comprise the High Density Residential land use category in the Specific Plan. The project site is located in the southeastern quadrant of SP-7, south of the Richfield Channel, which is designated as High Density Residential in the Specific Plan. As indicated previously, this land use category allows residential development up to 25 dwelling units per acre, including a range of apartments and/or condominiums.

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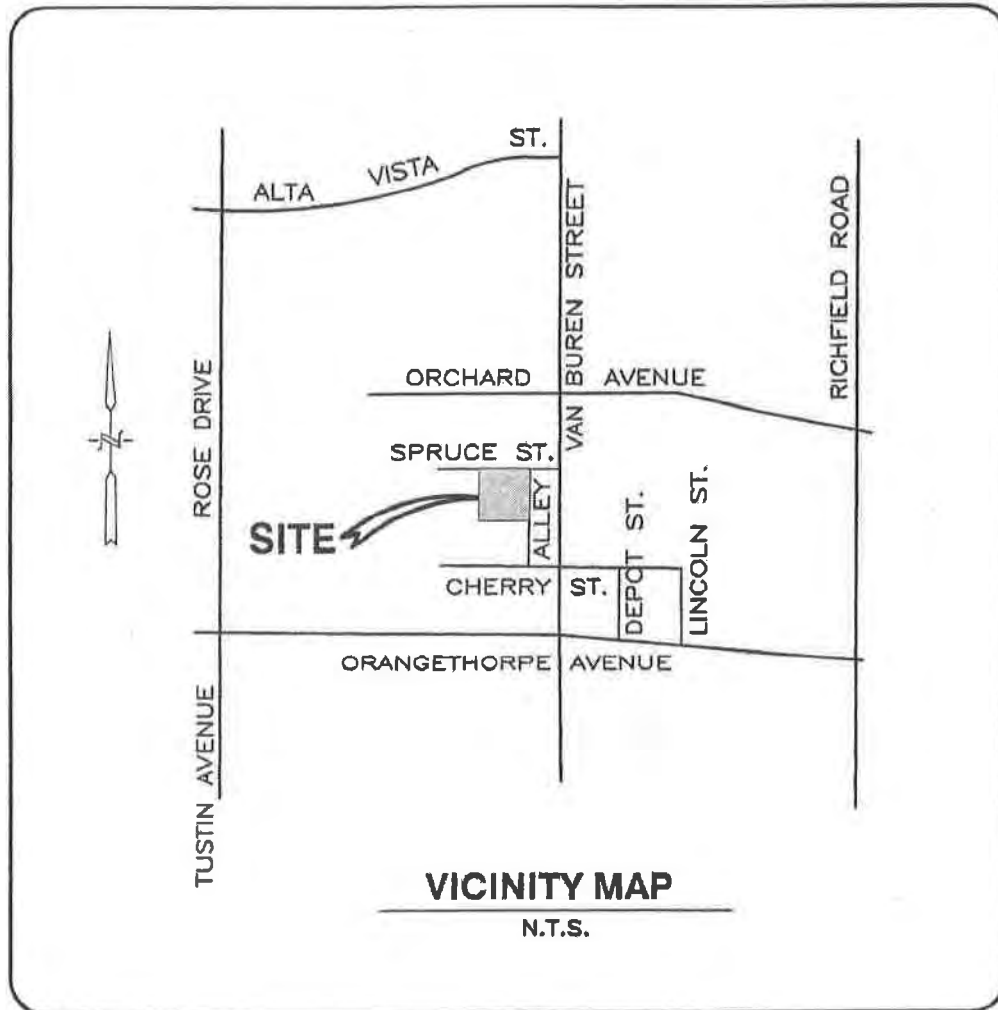


Exhibit 2-1
Vicinity Map

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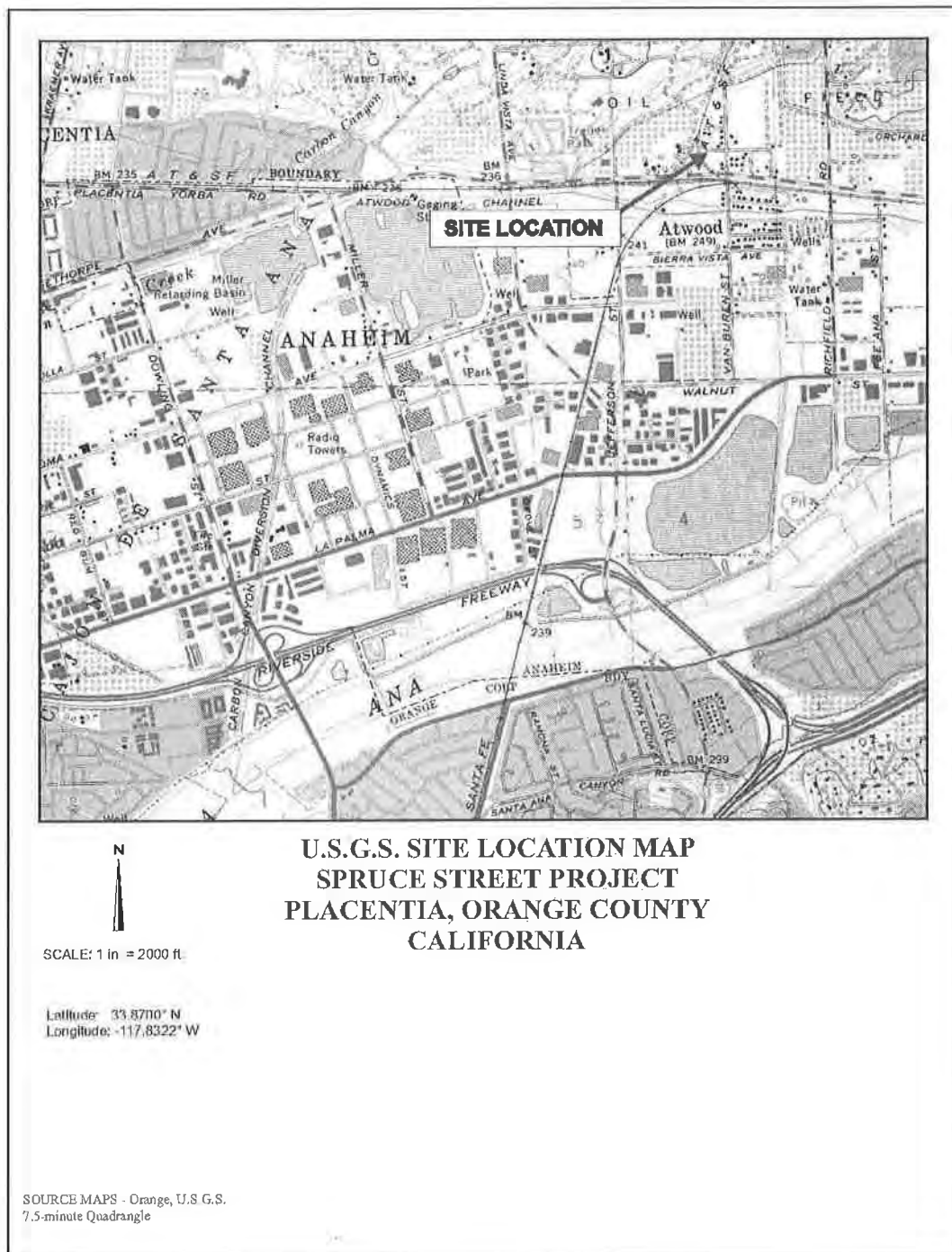


Exhibit 2-2
U.S.G.S. Map

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2.3 PROJECT CHARACTERISTICS

PROJECT DESCRIPTION

The project applicant, Villa Picae LLC, is proposing to redevelop the existing 0.52-acre site with ten (10) residential condominium dwelling units. Two structures are proposed that will include five (5) units in each structure. As illustrated in the Conceptual Site Plan (refer to Exhibit 2-3), vehicular access to the garages of each unit will be provided from Spruce Street via an existing alley on the east side and a private drive on the west side. Each unit will have two covered parking spaces in the attached garage. Guest parking is also included and will include six (6) parallel parking spaces along the western property boundary and two perpendicular spaces at the southern property boundary; two additional perpendicular parking spaces, including one handicap space, will also be provided in the southeastern corner of the site at the terminus of the alley.

The two buildings will be three stories and a maximum of 35 feet high as shown in Exhibit 2-4 (Rendering and Elevation). The Elevations (refer to Exhibit 2-5) illustrate the character of the proposed structures. The interior facades of the buildings include covered entries. Low profile concrete tiles will be used for the roofs and the buildings will be painted with colors that are compatible with the surrounding residential development. In addition, shutters will also be provided with some windows. Decks, which open to the central courtyard area, are proposed on the second floor off the "great room" of the units. All of the dwelling units will be two bedrooms and will have a floor area of 1,858 square feet. A 3-bedroom option is also available and ADA unit floor plans will also be included in the project.

Project amenities include a 15-foot landscaped "parkway" separating Spruce Street from the proposed structures. A pedestrian walkway is proposed between the two buildings and will extend from Spruce Street to the southern ends of the structures. An entry arbor/trellis is proposed over the walkway at the Spruce Street entry. Walkways will extend from the central walkway to each unit and all of the units will have private patios oriented to the central walkway. Additional amenities, including a gas barbeque unit, a grass area with benches, and a tot lot, are proposed at the southern end of the two buildings. The Conceptual Landscape Plan (refer to Exhibit 2-6) illustrates the proposed landscaping and the amenities.

PROJECT PHASING

The proposed Project will encompass two phases, including demolition/site preparation and construction. The initial phase includes demolition and removal of the five homes and debris from the site, after which site preparation would take place. It is anticipated that demolition and site preparation will take approximately two weeks. Construction of the new structures will commence once the site is graded. Construction of the two buildings will be slightly staggered, with construction of the first building initiated immediately; construction of the second building will begin approximately one month after the initiation of construction of the first building. It is anticipated that construction will be completed within seven to eight months, with occupancy anticipated by the end of 2015.

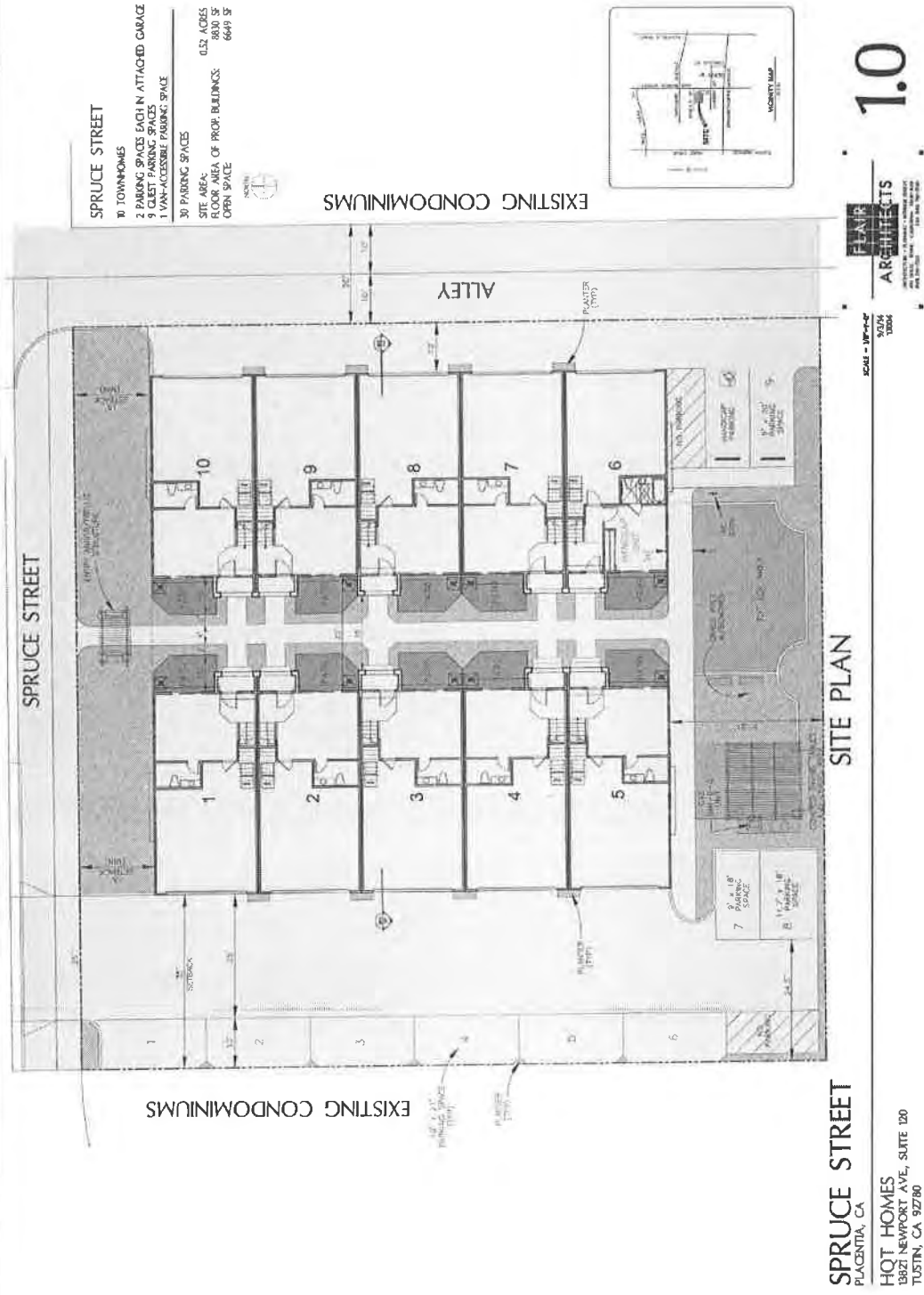
DISCRETIONARY APPROVALS

The applicant is requesting approval of the following discretionary actions, which are necessary to implement the proposed Project.

- Development Agreement
- Tentative Tract 17775

Because the proposed Project does not meet the minimum lot size requirement stipulated in SP-7, the applicant is requesting approval of a Development Agreement that will establish the minimum lot size and related development conditions. In addition, the applicant is also requesting approval of a Tentative Tract Map (refer to Exhibit 2-7).

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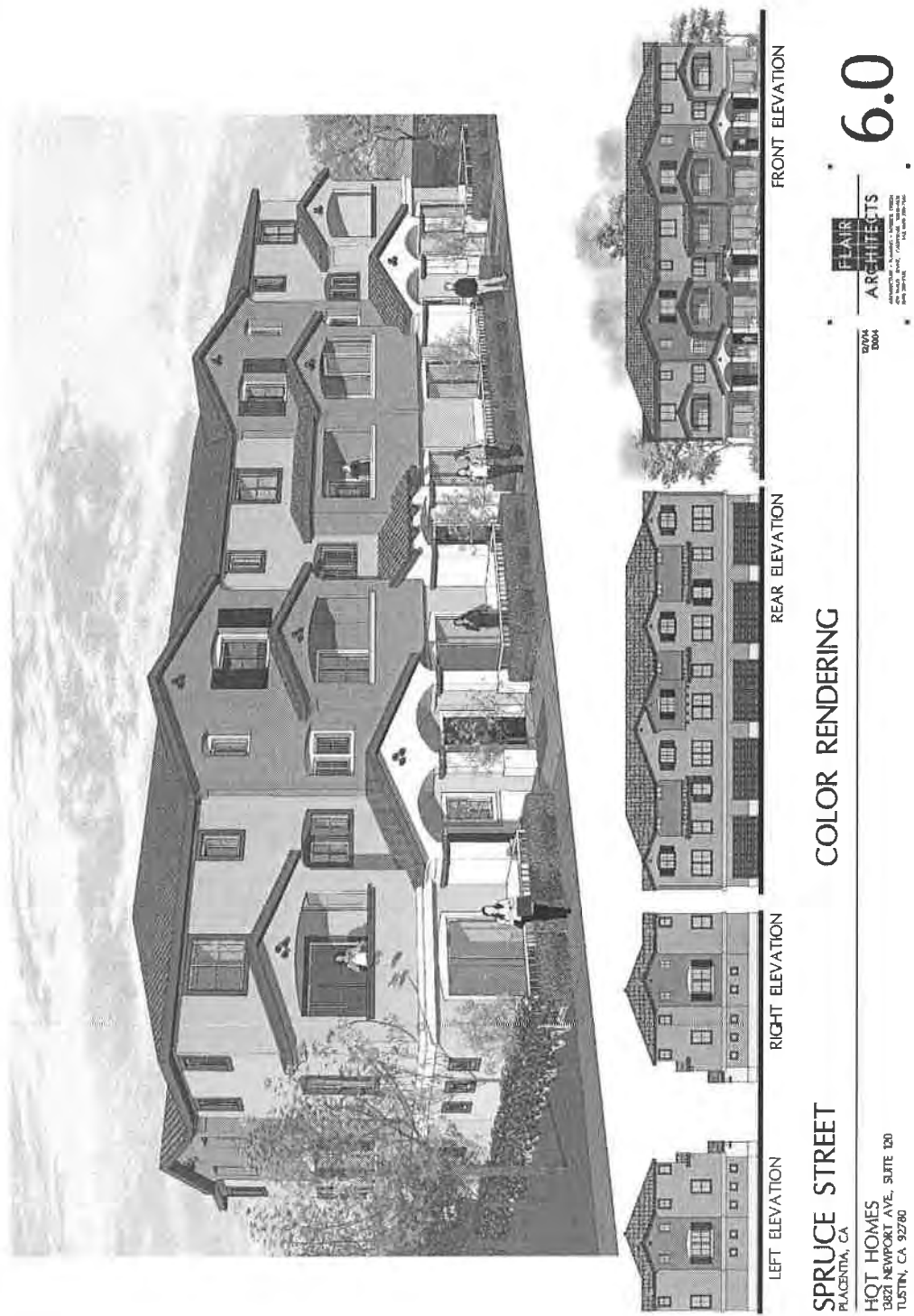


Exhibit 2-4
Rendering and Elevations

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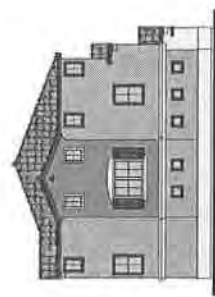
FRONT ELEVATION
SCALE = 1/8"=1'-0"



RIGHT ELEVATION



REAR ELEVATION



LEFT ELEVATION

SPRUCE STREET
PLACENTIA, CA

HQT HOMES
1821 NEWPORT AVE, SUITE 120
TUSTIN, CA 92780

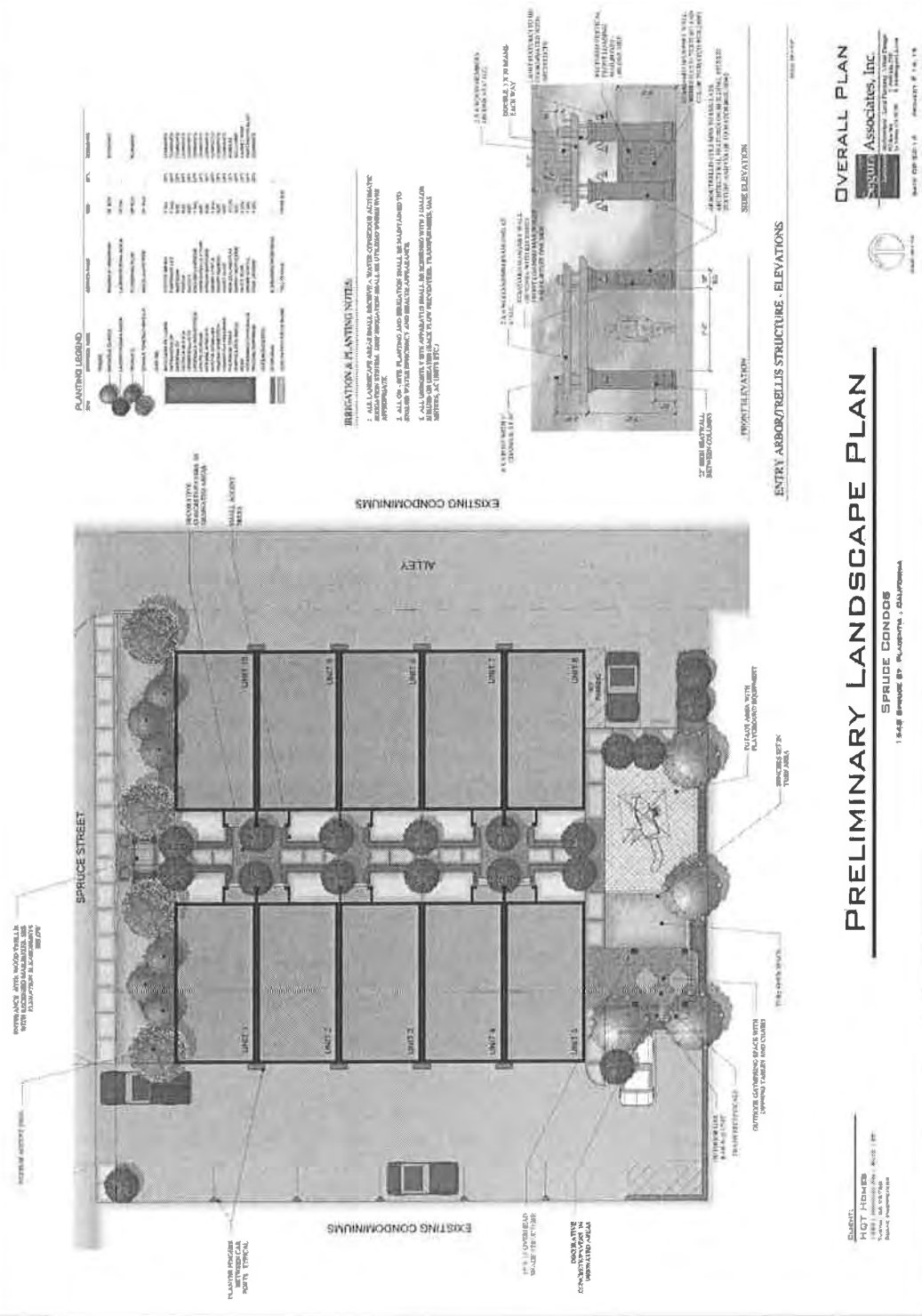
COLOR ELEVATIONS

SCALE = 1/8"=1'-0"
9/2/14
1004

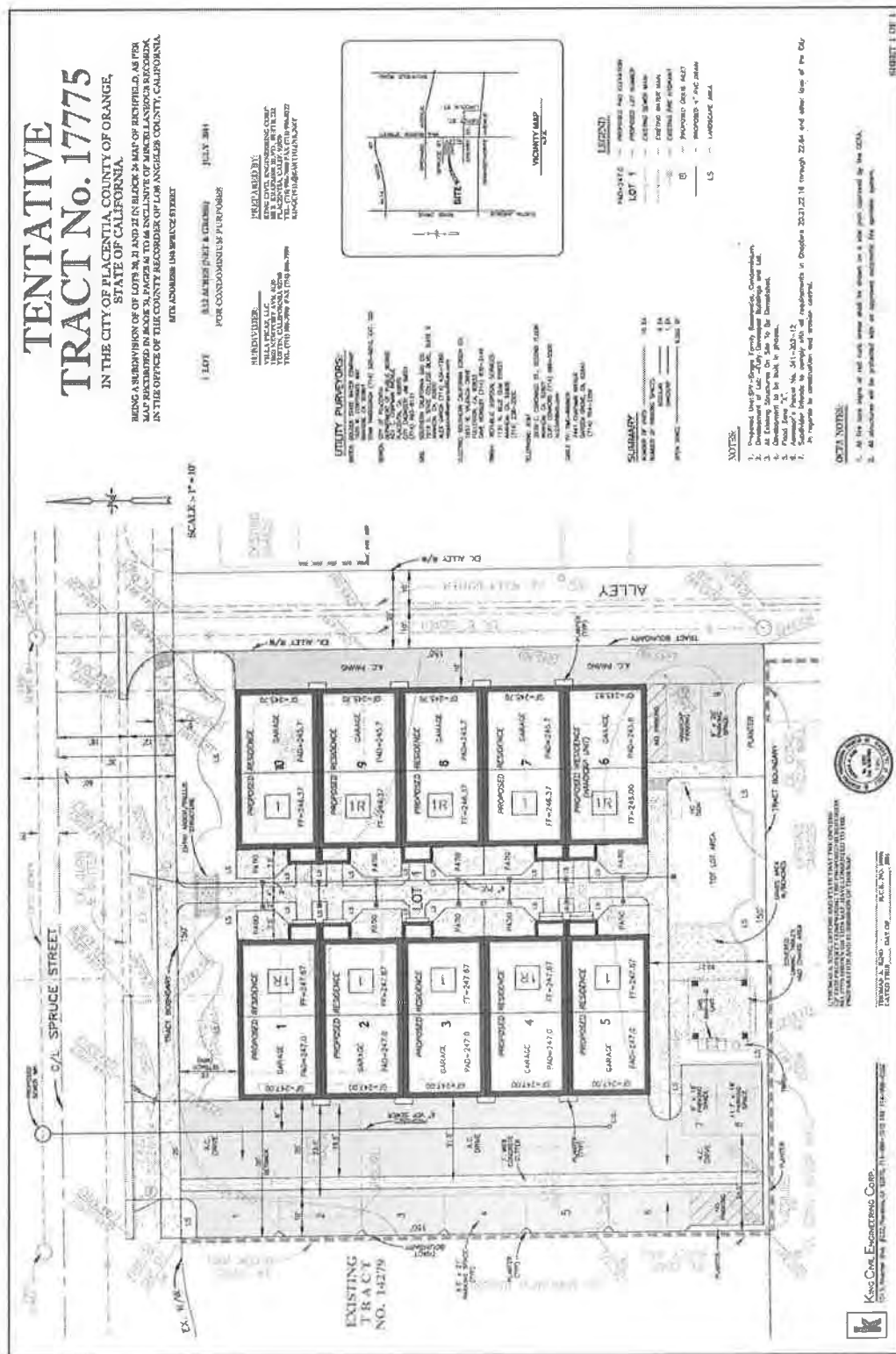


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3.0 ENVIRONMENTAL SUMMARY

3.1 INTRODUCTION

1.	Project Title: Spruce Street Condominiums
2.	Lead Agency Name and Address: City of Placentia 401 East Chapman Avenue Placentia, California 92870
3.	Contact Persons and Phone Numbers: Mr. Charles Rangel, Contract Senior Planner, (714) 993-8124
4.	Project Location: 1548 Spruce Street Placentia, CA 92870
5.	Project Sponsor's Name and Address: Villa Picae LLC 13821 Newport Avenue Tustin, CA 92780
6.	General Plan Designation: Specific Plan
7.	Zoning: Residential High Density (25 du/ac maximum) pursuant to SP-7
8.	Description of the Project: The project applicant, Villa Picae LLC, is proposing to demolish five (5) existing single-family residential dwelling units and construct ten (10) single-family attached condominium units in two buildings containing five (5) dwelling units each. The applicant is requesting approval of a tentative tract map and a development agreement.
9.	Surrounding Setting and Land Uses: The project site is surrounded by residential development on all sides. Single-family attached condominiums are located north of Spruce Street and west of the subject property; multiple-family residential development is located to the south and single-family attached condominiums and a single-family residential dwelling unit is located east of the project along Van Buren Avenue.
10.	Other public agencies whose approval is required (e.g., permits, financing approval, or participation agreement): None

3.2 ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" or "Potentially Significant Impact With Mitigation Incorporated," as indicated by the checklist on the following pages.

	Aesthetics		Land Use and Planning
	Agriculture and Forest Resources		Mineral Resources
	Air Quality	■	Noise
	Biological Resources		Population and Housing
	Cultural Resources		Public Services
■	Geology and Soils		Recreation
	Greenhouse Gas Emissions		Transportation/Traffic
■	Hazards and Hazardous Materials		Utilities and Service Systems
	Hydrology and Water Quality		Mandatory Findings of Significance

3.3 EVALUATION OF ENVIRONMENTAL IMPACTS

Section 4 (following) analyzes the potential environmental impacts associated with the proposed General Plan Amendment and Zone Change. The issue areas evaluated in this Initial Study include:

- Aesthetics
- Agriculture and Forest Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Greenhouse Gas Emissions
- Geology and Soils
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Mineral Resources
- Noise
- Population and Housing
- Public Services
- Recreation
- Transportation/Traffic
- Utilities and Service Systems

The environmental analysis in Section 4 is patterned after the Initial Study Checklist recommended by the *CEQA Guidelines*, as amended, and used by the City of Placentia in its environmental review process. For the preliminary environmental assessment undertaken as part of this Initial Study's preparation, a determination that there is a potential for significant effects indicates the need to more fully analyze the development's impacts and to identify mitigation.

For the evaluation of potential impacts, the questions in the Initial Study Checklist are stated and an answer is provided according to the analysis undertaken as part of the Initial Study. The analysis considers the long-term, direct, indirect, and cumulative impacts of the development. To each question, there are four possible responses:

- **No Impact.** The development will not have any measurable environmental impact on the environment.
- **Less Than Significant Impact.** The development will have the potential for impacting the environment, although this impact will be below established thresholds that are considered to be significant.

- **Less Than Significant Impact With Mitigation Incorporated.** The development will have the potential to generate impacts, which may be considered as a significant effect on the environment, although mitigation measures or changes to the development's physical or operational characteristics can reduce these impacts to levels that are less than significant.
- **Potentially Significant Impact.** The development could have impacts, which may be considered significant, and therefore additional analysis is required to identify mitigation measures that could reduce potentially significant impacts to less than significant levels.

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4.0 ENVIRONMENTAL ANALYSIS

The following analysis includes an assessment of the proposed Project and the identification of potential project impacts as identified in the Initial Study. Explanations are provided for each item in the environmental checklist.

4.1 AESTHETICS

<i>Would the project:</i>	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Have a substantial adverse effect on a scenic vista?				■
b. Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?			■	
c. Substantially degrade the existing visual character or quality of the site and its surroundings?				■
d. Create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area?			■	

Impact Analysis

4.1(a) *Have a substantial adverse effect on a scenic vista?*

No Impact. The subject property is not located along a scenic highway or other designated scenic vista. The site is located within a single- and multiple-family residential area in the eastern limits of the City of Placentia. The project site is not located near any designated scenic highways or scenic routes, and no scenic vistas exist in the project area. The project is located within a highly urbanized area of Orange County and none of the nearby roadways are designated as or located near any scenic corridors acknowledged by the Placentia General Plan. The area in which the project site is located is intensively developed residential land uses on all sides. The project site and environs are urbanized and neither the subject property nor the adjacent areas possess any significant visual or aesthetic resources and, furthermore, the site is not located within a scenic vista that would be adversely affected, either directly or indirectly, by redevelopment of the existing single-family residential property with higher density condominiums. No significant adverse visual impacts to scenic vistas are anticipated as a result of converting the site that currently supports five residential dwelling units to condominiums. It is anticipated that the proposed single-family residential condominium development would be aesthetically compatible with the existing, adjacent mixed residential development. Furthermore, the proposed residential use and the density would also be consistent and compatible with the residential development in the immediate vicinity of the project site. As a result, project implementation would not result in any impact on an existing scenic vista.

4.1(b) *Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?*

Less than Significant Impact. As indicated above, the proposed Project site is located in an urbanized area and the site neither possesses nor would affect any significant aesthetic resources, including rock outcroppings and/or historic buildings. The subject property currently supports five (5) single-family detached "bungalow" homes. With the exception of a two non-native trees on the property and one tree in the Spruce Street right-of-way, the site does not support any significant vegetation that possess any scenic or aesthetic value. Although conversion of the existing single-family residential property to a condominium subdivision will change the

visual character of the site, conversion of the subject property as proposed would not result in substantial damage to any important open space or scenic resources.

The project would result in the elimination of five existing homes, which would be redeveloped by the project applicant. Although the proposed Project would result in the potential removal of the three trees, they are non-native species. As a result, project implementation will not result in the loss of any significant or important trees, rock outcroppings, and/or historic buildings. Therefore, no impacts to scenic resources are anticipated; no mitigation measures are required.

4.1(c) *Substantially degrade the existing visual character or quality of the site and its surroundings?*

No Impact. As indicated above, project implementation will result in the development of the site with two condominium structures with five single-family attached residential dwelling units in each building. Although conversion of the site as proposed will change the character of the site (i.e., convert the existing single-family residential site to a residential condominium subdivision), it will not result in potentially significant damage to the aesthetic character of the site and project area or adversely affect any important scenic resources as discussed above. Neither the site nor the surrounding area is designated as a scenic amenity by the City of Placentia. As previously described the project area is characterized by single- and multiple-family residential development in the neighborhood. The proposed condominium structures are similar in character to the residential single-family attached and detached residential development in the surrounding neighborhood. The architectural character of the proposed residential development, including the landscaping, has been designed to be compatible with the existing development and would not create any visual or aesthetic impacts. As indicated in the elevations (refer to Exhibit 2-5 in Section 2.0 – Project Description) of the proposed structures, both colors and building materials would be complimentary to those of the existing residential development. In addition, landscaping will also be provided to enhance the character of the proposed development as illustrated in Exhibit 2-6 (refer to Section 2.0 – Project Description).

4.1(d) *Create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area?*

Less than Significant Impact. With the exception of security lighting on the existing buildings in the neighborhood and adjacent and nearby streets, the subject property does not support any significant sources of light. Implementation of the proposed Project will result in the creation of additional lighting in the neighborhood adjacent to and in the vicinity of the project site. However, the lighting will be similar in nature to that occurring in the adjacent neighborhoods. Lighting must comply with the lighting standards prescribed in SP-7, which stipulate that lighting must include but not be limited to high-pressure sodium elements that shall be shielded to direct light downward to avoid extending beyond the property boundary. As a result, the lighting associated with the proposed residential subdivision will be less than significant; no mitigation measures are required.

Cumulative Impacts

Project implementation will not contribute to any significant cumulative impacts because the project site is not located along any designated scenic roadway or within a designated important view corridor. Furthermore, the proposed Project will comply with applicable development standards and requirements and also incorporates landscaping that complements the site design and enhances the aesthetic character of the proposed development. Therefore, no potential significant cumulative impacts to aesthetics will occur as a result of project implementation.

Standard Conditions

SC 4.1-1 The residential development shall be required to comply with the lighting standards prescribed in SP-7, which include:

- All onsite lighting systems shall use architectural standards and devices that provide down-lighting and lighting that is shielded from abutting public streets, residential areas, or adjoining properties.
- Exterior pole and wall-mounted lighting shall be high-pressure sodium.
- Lighting shall be indirect and subtle. Overhead pole-mounted mixtures that direct light downward shall be used.
- Parking areas, access drives and internal vehicular circulation areas shall have sufficient illumination for safety and security. The parking lot illumination level shall achieve a uniformity ratio of 2 to 1 (average to minimum) with a maintained average of 1-foot candle and a minimum of 0.3 foot-foot candle.
- Outdoor pedestrian use areas (courtyards, entryways, walkways, etc.) shall have sufficient illumination for safety and security. Primary pedestrian use area lighting should achieve a uniformity ratio of 3.5 to 1 average illumination of 0.60-foot candle and a minimum of 0.18-foot candle.
- Serviced area lighting shall be contained within the service yard boundaries and enclosure walls. No light spillover is allowed.
- All exterior building lights shall be integrated into the design of a building.

Mitigation Measures

As indicated above, compliance with the SP-7 development regulations prescribed for lighting will ensure that no significant light and/or glare impacts will occur; no mitigation measures are required.

4.2 AGRICULTURE AND FOREST RESOURCES

<i>In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:</i>				
	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?				■
b. Conflict with existing zoning for agricultural use, or a Williamson Act contract?				■

c. Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?				■
d. Result in the loss of forest land or conversion of forest land to non-forest use?				■
e. Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?				■

Impact Analysis

4.2(a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?

No Impact. There is no designated Prime Farmland, Unique Farmland or Farmland of Statewide Importance located within the City of Placentia. Furthermore, the subject property is not currently used for agricultural production. Therefore, project implementation would not result in the conversion of farmland to non-agricultural use. No impacts will occur as a result of project implementation and no mitigation measures are required.

4.2(b) Conflict with existing zoning for agricultural use or a Williamson Act contract?

No Impact. The only area in Placentia that is zoned to allow agriculture is located in the extreme northern limits of the City (i.e., R-A/Residential Agricultural) zone); however, there are no existing Williamson Act Contracts covering property within the City of Placentia, including the subject property. Since there are no existing agricultural uses in the vicinity of the project site or Williamson Act contracts present in the City, project implementation would not result in any significant impacts to potential agricultural uses. Therefore, no mitigation measures are required.

4.2(c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?

No Impact. There is no zoning for forest land in the City of Placentia and no areas within the City are classified as forest or timberland as defined by PRC section 4526. Therefore, project implementation would not conflict with existing zoning for, or cause rezoning of, any forest or timberland. No significant impacts would occur and no mitigation measures are required.

4.2(d) Result in the loss of forest land or conversion of forest land to non-forest use?

No Impact. As indicated above, there are no forest lands present either on the subject property or in the City. Therefore, project implementation would not result in the loss of forest land or conversion of forest land to non-forest use. No impacts would occur and no mitigation measures are required.

4.2(e) *Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?*

No Impact. As previously indicated, no important farmland, agricultural activity, or forest and/or timberlands exist within the City of Placentia. Therefore, the proposed Project would not result in environmental changes that would convert farmland to non-agricultural uses or forest land to non-forest uses. No impacts would occur and no mitigation measures are required.

Cumulative Impacts

Project implementation will not result in the loss of either prime or locally important farmlands or designated forest lands. Therefore, no cumulative impacts will occur.

Standard Conditions

No standard conditions are required.

Mitigation Measures

No significant impacts to either agricultural or forest resources will occur as a result of project implementation; no mitigation measures are required.

4.3 AIR QUALITY

<i>Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:</i>	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Conflict with or obstruct implementation of the applicable air quality plan?			■	
b. Violate any air quality standard or contribute substantially to an existing or projected air quality violation?			■	
c. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?			■	
d. Expose sensitive receptors to substantial pollutant concentrations?			■	
e. Create objectionable odors affecting a substantial number of people?			■	

Impact Analysis

4.3(a) *Conflict with or obstruct implementation of the applicable air quality plan?*

Less than Significant Impact. The subject property is designated as "Specific Plan" on the Placentia General Plan Land Use Map and "High Density Residential" in SP-7 (East Placentia Specific Plan), which would permit the proposed single-family attached residential condominiums proposed by the project applicant. As a result,

the long-range air quality projections reflect air emissions associated with the continued and expanded residential development on the subject property. As a result, the increase in traffic associated with the proposed residential and park uses have been accounted for in the analysis of potential air quality impacts anticipated to occur as a result of buildout of the City's General Plan.

Generally, if a project is planned in a way that results in the minimization of vehicle miles traveled, both within the project area and the surrounding area in which it is located, and consequently the minimization of air pollutant emissions, that aspect of the project is considered consistent with the 2007 AQMP. As provided for in the Placentia General Plan, goals and policies adopted by the City are intended to achieve reductions in air emissions by enabling the implementation of an efficient roadway system; supporting multi-modal transportation, improving transit service in the City; and encouraging walking, biking, and use of transit. The City also has a goal of encouraging infill development near activity centers and transportation corridors to increase participation in alternative modes of travel and reduce trip length and rates. The project is considered "in-fill" development that is close to shopping, schools, and employment; furthermore, future residents would have access to public transportation that serves Orangethorpe Avenue (OCTA Route 30). The combination of these factors would contribute to a reduction in vehicle trips and, consequently, the emissions of project-related air pollutants associated with mobile sources.

4.3(b) *Violate any air quality standard or contribute substantially to an existing or projected air quality violation?*

Less than Significant Impact. As indicated above, the proposed Project is consistent with the land use designation prescribed in the City's General Plan and the East Placentia Specific Plan for the project site. Development of the single-family attached residential condominiums would be consistent with the relevant policies and requirements established by the Land Use Element and SP-7 objectives. Furthermore, the proposed Project would be consistent and compatible with the existing land use in the surrounding area. Project implementation includes the demolition of the five single-family homes currently located on the subject property, in addition to the site preparation and construction activities. However, neither demolition nor construction activities, which are short-term in nature, will result in any pollutant emissions that exceed the significance threshold established by the South Coast AQMD as documented in the following text. Furthermore, although the project would result in the generation of 57 vehicle trips per day,¹ that total is only an increase of nine trips per day when compared to the vehicle trips generated by the five single-family detached homes occupying the site, which also generate pollutant emissions. As a result, the net increase in operational emissions would not exceed the significance thresholds established for each air pollutant during post-development operations of the proposed Project.

Construction Activities

Dust is typically the primary concern during construction of new buildings. Because such emissions are not amenable to collection and discharge through a controlled source, they are called "fugitive emissions." Emission rates vary as a function of many parameters (soil silt, soil moisture, wind speed, area disturbed, number of vehicles, depth of disturbance or excavation, etc.). These parameters are not known with any reasonable certainty prior to project development and may change from day to day. Any assignment of specific parameters to an unknown future date is speculative and conjectural.

Because of the inherent uncertainty in the predictive factors for estimating fugitive dust generation, regulatory agencies typically use one universal "default" factor based on the area disturbed assuming that all other input parameters into emission rate prediction fall into midrange average values. This assumption may or may not be totally applicable to site-specific conditions on the proposed Project site. As noted previously, emissions estimation for project-specific fugitive dust sources is therefore characterized by a considerable degree of imprecision.

¹Based on 5.81 trips/dwelling unit (condominium/townhome) from Institute of Transportation Engineers (ITE) Trip Generation (9th Edition)

Average daily PM₁₀ emissions during site grading and other disturbance are estimated to be about 10 pounds per acre. This estimate presumes the use of reasonably available control measures (RACMs). The SCAQMD requires the use of best available control measures (BACMs) for fugitive dust from construction activities. Implementation of such measures are effective in reducing project-related fugitive dust emissions even though the project would not exceed any of the SCAQMD significance criteria and, therefore, not result in a potentially significant impact.

Current research in particulate-exposure health suggests that the most adverse effects derive from ultra-small diameter particulate matter comprised of chemically reactive pollutants such as sulfates, nitrates or organic material. A national clean air standard for particulate matter of 2.5 microns or smaller in diameter (called "PM_{2.5}") was adopted in 1997. A limited amount of construction activity particulate matter is in the PM_{2.5} range. PM_{2.5} emissions are estimated to comprise 10-20 percent of PM₁₀.

Although exhaust emissions will result from on and off-site heavy equipment, the exact types and numbers of equipment will vary among contractors such that such emissions cannot be quantified with certainty. Construction emissions, including demolition, were estimated and reflect the maximum daily emissions for each pollutant during project construction. Construction emissions include all emissions associated with the construction equipment, worker trips, and supply truck deliveries. The project-related construction emissions are summarized in Table 4.3-1.

Table 4.3-1

**Estimated Construction Emissions
Spruce Street Condominium Project**

Maximal Construction Emissions¹	ROG	NOx	CO	SO₂	PM₁₀	PM_{2.5}
2016 Construction Emissions	9.2	13.8	9.7	0.0	1.7	1.2
SCAQMD Thresholds	75	100	550	150	150	55
Exceeds Threshold (Yes/No)						
¹ Emissions are expressed in pounds per day.						
SOURCE: Giroux & Associates (January 2015)						

Peak daily construction activity emissions are estimated to be below SCAQMD CEQA thresholds with mitigation. The only model-based mitigation measured applied for this project include:

- Water exposed dirt surfaces two times per day to minimize the generation of fugitive dust generation during grading, and

Operational Impacts

As indicated previously, five single-family homes exist on the subject property. Mobile-source and area emissions are currently being generated by the existing homes as summarized in Table 4.3-2. As indicated in the table, the emissions would not exceed the established SCAQMD significance thresholds.

Table 4.3-2

**Daily Operational Air Pollutant Emissions
Spruce Street Condominium Project**

Source	Operational Emissions ¹						
	ROG	NOx	CO	SO ₂	PM ₁₀	PM _{2.5}	CO ₂
Area	1.5	0.1	2.9	0.0	0.4	0.4	141.5
Energy	0.0	0.0	0.0	0.0	0.0	0.0	46.8
Mobile	0.2	0.6	2.4	0.0	0.3	0.1	472.5
Total	1.7	0.7	5.3	0.0	0.7	0.5	660.8
SCAQMD Threshold	55	55	550	150	150	55	--
Exceeds Threshold (Yes/No)	No	No	No	No	No	No	N/A
¹ Emissions are expressed in pounds per day							
SOURCE: Giroux & Associates (January 2015)							

Implementation of the proposed Project would generate 57 daily trips per day resulting in a net increase of nine trips per day when compared to the existing single-family residential homes occupying the site. The post-development (operational) impacts are summarized in Table 4.3-3, with a “net increase” in air pollutant emissions presented in Table 4.3-4.

Table 4.3-3

**Daily Operational Air Pollutant Emissions
Spruce Street Condominium Project**

Source	Operational Emissions ¹						
	ROG	NOx	CO	SO ₂	PM ₁₀	PM _{2.5}	CO ₂
Area	2.9	0.1	5.8	0.0	0.8	0.8	283.0
Energy	0.0	0.0	0.0	0.0	0.0	0.0	51.3
Mobile	0.2	0.6	2.6	0.0	0.4	0.1	542.5
Total	3.1	0.7	7.4	0.0	1.2	0.9	876.8
SCAQMD Threshold	55	55	550	150	150	55	--
Exceeds Threshold (Yes/No)	No	No	No	No	No	No	N/A
¹ Emissions are expressed in pounds per day							
SOURCE: Giroux & Associates (January 2015)							

Table 4.3-4

**Net Increase in Operational Air Pollutant Emissions
Spruce Street Condominium Project**

Source	Operational Emissions ¹						
	ROG	NOx	CO	SO ₂	PM ₁₀	PM _{2.5}	CO ₂
Area	1.4	0.0	2.9	0.0	0.4	0.4	141.5
Energy	0.0	0.0	0.0	0.0	0.0	0.0	4.2
Mobile	0.0	0.0	0.2	0.0	0.1	0.0	70.0
Total	1.4	0.0	3.1	0.0	0.5	0.4	216.0
SCAQMD Threshold	55	55	550	150	150	55	--
Exceeds Threshold (Yes/No)	No	No	No	No	No	No	N/A
¹ Emissions are expressed in pounds per day							
SOURCE: Giroux & Associates (January 2015)							

As shown in the tables, although the proposed Project would result in an increase in operational air pollutant emissions, neither the absolute increase nor the net increase would exceed applicable SCAQMD operational emissions thresholds of significance. Thus, project implementation would not result in any potentially significant operational air quality impacts. No mitigation measure are required.

4.3(c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions, which exceed quantitative thresholds for ozone precursors)?

Less than Significant Impact. As indicated above, although project implementation would result in a small incremental increase in the number of vehicular trips, the amount of pollutants emitted into the air basin associated with long-term, operations would not exceed any of the SCAQMD significance thresholds. Although the SCAQMD is currently designated a “non-attainment” area for ozone and PM₁₀ and PM_{2.5}, project implementation will not contribute to the regional degradation of the air basin due to the reduction in long-term emissions when compared to the existing emissions generated on the site by the existing land use. The proposed Project will comply with the applicable SCAQMD rules during construction to ensure that incremental impacts are minimized. As a result, potential impacts will be less than significant.

4.3(d) Expose sensitive receptors to substantial pollutant concentrations?

Less than Significant Impact. The sensitive receptors in the vicinity of the site are the occupants of single - family attached and multiple-family residential dwelling units located adjacent to and in the vicinity of the subject property. Pollutants resulting from project implementation will occur during the construction phase and following completion and occupancy/use of the single-family residential condominium development. The emissions will be comprised mostly of dust and particulate materials during the construction phase (refer to Table 4.3-1) that will be dispersed in the area of operations. As indicated above, such emissions will be controlled through the implementation of standard conditions and rules prescribed by the SCAQMD and mitigation measures intended to reduce such emissions. As a result, no significant impacts will occur and no additional mitigation measures are required.

Construction equipment exhaust contains carcinogenic compounds within the diesel exhaust particulates. The toxicity of diesel exhaust is evaluated relative to a 24-hour per day, 365 days per year, 70-year lifetime exposure. The SCAQMD does not generally require the analysis of construction-related diesel emissions relative to health risk due to the short period for which the majority of diesel exhaust would occur. Health risk analyses are typically assessed over a 9-, 30-, or 70-year timeframe and not over a relatively brief construction period due to the lack of health risk associated with such a brief exposure. Therefore, no significant impact will occur and no mitigation measures are required.

4.3(e) Create objectionable odors affecting a substantial number of people?

Less than Significant Impact. Odors are one of the most obvious forms of air pollution to the general public. Odors can present significant problems for both the source and the surrounding community. Although offensive odors seldom cause physical harm, they can cause agitation, anger and concern to the general public. Most people determine an odor to be offensive (objectionable) if it is sensed longer than the duration of a human breath, which is typically 2 to 5 seconds. Land uses that result in or create objectionable odors typically include agriculture (e.g., livestock and farming), wastewater treatment plants, food processing plants, composting operations, refineries, landfills, etc.). The proposed Project includes the conversion of an existing five single-family residential dwelling units on the site to 10 residential condominium units in two structures on the 0.5-acre property. The only potential odors associated with the project are from site construction from the use of diesel fueled heavy trucks and equipment during demolition and construction and during the application of asphalt and paint. Diesel exhaust may be perceptible during demolition and construction; however, it would be short-term and would not result in a significant odor. Any asphalt and paint odors, if perceptible, are common in the environment and would be of very limited duration. Therefore, any odor impacts would be considered less than significant and no mitigation measures are necessary.

Cumulative Impacts

Redevelopment of the subject property with the proposed single-family attached residential condominiums will not result in an exceedance of either the construction or operational emissions threshold adopted by the SCAQMD and therefore, will not contribute to potentially significant cumulative air quality impacts. Compliance with the applicable SCAQMD rules will ensure that dust emissions are minimized during construction to further reduce short-term cumulative impacts. Operational air emissions will likewise not be significant because the project would not exceed the City's long-range projections anticipated for the subject property, which are the basis for air emissions forecasts in the Air Quality Management Plan (AQMP). As a result, mobile source emissions would not exceed the projections in that document. Therefore, potential cumulative air quality impacts are less than significant.

Standard Conditions

- | | |
|----------|--|
| SC 4.3-1 | The project applicant will comply with SCAQMD Rule 1113 on the use of architectural coatings. Emissions associated with architectural coatings should be reduced by using pre-coated/natural colored building materials using water-based or low-VOC (volatile organic compounds) coating and using coating transfer or spray equipment with high transfer efficiency (or using manual application methods). |
| SC 4.3-2 | The project applicant shall comply with regional rules that assist in reducing short-term air pollutant emissions. SCAQMD Rule 403 requires that fugitive dust be controlled with best available control measures so that the presence of such dust does not remain visible in the atmosphere beyond the property line of the emission source. In addition, SCAQMD Rule 402 requires implementation of dust suppression techniques to prevent fugitive dust from creating a nuisance off site. Applicable dust suppression techniques from Rule 403 are summarized below, which shall be implemented as determined feasible. |

Applicable Rule 403 Measures:

- Apply non-toxic chemical soil stabilizers according to manufacturers' specifications to all inactive construction areas (previously graded areas inactive for ten days or more).
- Water active sites at least twice daily (locations where grading is to occur will be thoroughly watered prior to earth moving).
- All trucks hauling dirt, sand, soil, or other loose materials are to be covered.
- Pave construction access roads at least 100 feet onto the site from main road.
- Traffic speeds on all unpaved roads shall be reduced to 15 mph or less.

Additional dust suppression measures in the SCAQMD CEQA Air Quality Handbook are included as part of the project's standard conditions.

- Revegetate disturbed areas as quickly as possible.
- All excavating and grading operations shall be suspended when wind speeds (as instantaneous gusts) exceed 25 mph.
- All streets shall be swept a minimum of at least once a day (or more if required by the Public Works Director or Chief Building Official) if visible soil materials are carried to adjacent streets (recommend water sweepers with reclaimed water).
- Install wheel washers where vehicles enter and exit unpaved roads onto paved roads, or wash trucks and any equipment leaving the site each trip. Water shall be kept on-site and not allowed to run into the street system.
- All on-site roads shall be paved as soon as feasible, watered periodically, or chemically stabilized.
- The area disturbed by clearing, grading, earthmoving, or excavation operations shall be minimized at all times.
- The Construction Contractor should select the construction equipment used on site based on low emission factors and high energy efficiency. The Construction Contractor shall ensure that construction grading plans include a statement that all construction equipment will be tuned and maintained in accordance with the manufacturer's specifications. Proof of maintenance shall be provided to the Chief Building Official prior to equipment being brought on-site.
- The Construction Contractor should utilize electric or diesel powered equipment in lieu of gasoline powered engines where feasible.
- The Construction Contractor should ensure that construction grading plans include a statement that indicates work crews will shut off equipment when not in use. During smog season (May through October), the overall length of the construction period will be extended, thereby decreasing the size of the area prepared each day, to minimize vehicles and equipment operating at the same time.
- The Construction Contractor should time the construction activities so as to not interfere with peak hour traffic and minimize obstruction of through traffic lanes adjacent to the site; if necessary, a flagger shall be retained to maintain safety adjacent to existing roadways.
- The Construction Contractor should support and encourage ridesharing and transit incentives for the construction crew.

4.4 BIOLOGICAL RESOURCES

<i>Would the project:</i>	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?				■
b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?				■
c. Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				■
d. Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?				■
e. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?			■	
f. Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?				■

Impact Analysis

4.4(a) *Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?*

No Impact. The project site is developed with five single-family residential dwelling units, which are surrounded on the east, west, north and south by single-family attached and detached and multiple-family residential development. All of the limited vegetation that exists on the site and within the project area is introduced (i.e., non-native) plant materials that are common in urban landscapes. There are no species identified as candidate, sensitive, or special status species within the limits of either the site or in the immediate project area, which has been completely altered by development. Therefore, no significant impact would occur to any sensitive species designated by the resources agencies as a result of project implementation. Further, the Project is not directly affected by any regional plans, or policies of other resource agencies. No significant impacts are anticipated and no mitigation measures are required.

4.4(b) *Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?*

No Impact. As indicated above, the subject property is located within an urbanized area and the site does not contain riparian habitat or other sensitive natural community. Although some small rodents and mammals that adapt to urban development may exist on the site, no native habitat or grasslands exist on the subject property that would represent an important source of foraging for raptors and other sensitive or protected species. No significant biological resources are identified in the Placentia General Plan either for the site or for the immediate project area. Due to the location and nature of the proposed Project, implementation will not result in significant adverse impacts to riparian or other sensitive natural community; no mitigation measures are required.

4.4(c) *Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?*

No Impact. There are no federally protected wetlands as defined by Section 404 of the Clean Water Act located within the limits of the project site. Further, no marshes, vernal pools, or coastal habitats exist in the project area according to the Open Space Element adopted by the City of Placentia. Therefore, there will be no significant impacts resulting from project implementation and no mitigation measures are required.

4.4(d) *Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?*

No Impact. As previously indicated, the site is located in an area of the City that is largely urbanized and devoid of natural habitat and/or species. The site has been improved and supports five single-family residential dwelling units; the site does not serve as a wildlife migratory corridor. Redevelopment of the site as proposed would not alter the existing biological character of the area since no native species exist. Project implementation would result in intensifying the development that exists on the site by demolishing the existing dwelling units and replacing the units with two condominium structures that contain five dwelling units in each structure. Due to the urbanized nature of the area and lack of natural habitat and native species and the distance of the subject property from any natural habitat, implementation of the project will not interfere with the movement of any native resident species of wildlife or with the migratory patterns of fish or other wildlife species. No significant impacts will occur as a result of project implementation and no mitigation measures are required.

4.4(e) *Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?*

Less than Significant Impact. Implementation of the Project will result in physical changes to the affected property; however, project implementation will not result in any potential impacts to biological resources as a result of redeveloping site with 10 condominium units. The City's General Plan does not identify the project site as one that supports sensitive habitat and/or important biological resources. The City of Placentia does not have an ordinance that identifies and/or regulates heritage trees on private property. As indicated in Section 4.1(b), only three mature trees exist on the site. While the existing introduced landscaping, including the trees, would be eliminated as a result of project implementation (i.e., construction of 10-unit condominium project), none of the introduced species occupying the site are significant. Furthermore, the landscape concept plan prepared for the proposed residential project will enhance the character of the development through the introduction of introduced landscaping, including the trees along the Spruce Street frontage and also in the rear portion of the property. Therefore, impacts resulting from the elimination of the existing trees that occupy the site would be less than significant; no mitigation is required.

4.4(f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?

No Impact. The project site and surrounding area are urbanized and do not support any sensitive habitat and/or species that are protected by an adopted Habitat Conservation Plan, Natural Community Conservation Plan or other approved local, regional, or state habitat conservation plan. Project implementation will not conflict with local, regional, or state resource preservation and/or conservation policies. Therefore no significant impacts will occur as a result of project implementation; no mitigation measures are required.

Cumulative Impacts

As indicated in the preceding analysis, the site is devoid of native and/or sensitive habitat. Project implementation will not result in any impacts to biological resources and would neither contribute to nor result in any potentially significant cumulative impacts to biological resources.

Standard Conditions

No standard conditions are required.

Mitigation Measures

Project implementation will not result in any potentially significant impacts to sensitive biological resources; no mitigation measures are required.

4.5 CULTURAL RESOURCES

<i>Would the project:</i>	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Cause a substantial adverse change in the significance of a historical resource as defined in CEQA Guidelines §15064.5?				■
b. Cause a substantial adverse change in the significance of an archaeological resource pursuant to CEQA Guidelines §15064.5?			■	
c. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?			■	
d. Disturb any human remains, including those interred outside of formal cemeteries?				■

Impact Analysis

4.5(a) Cause a substantial adverse change in the significance of a historical resource as defined in CEQA Guidelines §15064.5?

No Impact. The project site has been significantly altered as a result of site alteration caused by grading and development of the five existing single-family residential dwelling units. The City of Placentia conducted a review of potential historic properties in the City in 2002. Although approximately 40 properties were identified and included on the list of historic structures, neither the subject property nor the five homes were included on that list. As such, none of the existing structures possess historic value or significance. Neither the subject site and existing bungalow homes nor the surrounding properties are identified as historic resources by

the City of Placentia. Although Project implementation includes the construction of 10 single-family attached residential dwelling units in two buildings, no significant adverse changes to any historical resources will occur. Project implementation will necessitate some grading and site alteration in order to implement the residential development; however, it is not anticipated that any historic resources will be affected. Therefore, significant impacts to historical resources will not occur as a result of project implementation and no mitigation measures are required.

4.5(b) *Cause a substantial adverse change in the significance of an archaeological resource pursuant to CEQA Guidelines §15064.5?*

Less than Significant Impact. The property that is the subject of the proposed Project and the surrounding area are urbanized and characterized by development that involved extensive grading and significant landform modification in order to accommodate that development. Any archaeological sites that may have existed near the surface of the ground would have been disturbed and/or destroyed by past grading activities that were necessary to accommodate the existing development. It is unlikely that significant impacts to cultural or archaeological resources would occur as a result of project implementation due to the nature and extend of past landform alteration. Nonetheless, as a standard condition, in the event cultural materials are encountered during grading, the applicant will be required to notify a qualified archaeologist to evaluate the significance of the finding and appropriate course of action. Salvage operation requirements pursuant to Section 15064.5 of the CEQA Guidelines shall be followed and the treatment of discovered Native American remains shall comply with State codes and regulations of the Native American Heritage Commission. As a result no significant impacts will occur to archaeological resources and no mitigation measures are required

4.5(c) *Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?*

Less than Significant Impact. As indicated above, the proposed Project site is located within an urbanized area of the City of Placentia and the site and surrounding area have been previously graded and developed. Any near-surface paleontological resources that may have existed at one time have likely been disturbed and/or destroyed by prior development activities. Therefore, it is unlikely that potentially significant impacts are anticipated and no mitigation measures are required. Although it is not likely that implementation of the project will result in any potentially significant impacts to paleontological resources because of the prior development activities that have taken place on the site, should fossils be encountered the applicant will be required to notify a qualified paleontologist to evaluate the significance of the resources. As a result, no significant impacts will occur to paleontological resources and no mitigation measures are required.

4.5(d) *Disturb any human remains, including those interred outside of formal cemeteries?*

No Impact. As indicated previously, it is unlikely that project implementation will affect any sites or properties that possess known cultural values because the subject property and surrounding area have been developed/improved and are substantially altered. It is not utilized by any Native Americans for religious or other culturally important rites and no important cultural resource sites have been identified within the City of Placentia. Further, no formal cemeteries are located on the site or in the project environs and no human remains are known to exist in the project area. Although project implementation will require grading and excavation to implement the proposed improvements (i.e., single-family attached residential development (i.e., condominiums), the discovery of human remains is not anticipated. Therefore, no significant impacts are anticipated with the implementation of the mitigation measure identified below.

Cumulative Impacts

As indicated above, the subject property has been extensively altered as a result of prior site development and remediation. As a result, no cultural and/or paleontological resources are expected to occur that would result in significant cumulative impacts.

Standard Conditions

Although no significant impacts to historic, cultural or paleontological resources are anticipated as a result of the proposed Project because there is a low potential for encountering such resources, the applicant will be required to comply with the following:

- SC 4.5-1 During excavation and grading activities of any future development project, if archaeological resources are discovered, the project contractor shall stop all work and shall retain a qualified archaeologist to evaluate the significance of the finding and appropriate course of action. Salvage operation requirements pursuant to Section 15064.5 of the CEQA Guidelines shall be followed and the treatment of discovered Native American remains shall comply with State codes and regulations of the Native American Heritage Commission.
- SC 4.5-2 Paleontological resources found prior to or during construction shall be evaluated by a qualified paleontologist, and appropriate mitigation measures applied, pursuant to Section 21083.2 of CEQA, before the resumption of development activities. Any measures applied shall include the preparation of a report meeting accepted industry standards.
- SC 4.5-3 In the event of the discovery of a burial, human bone, or suspected human bone, all excavation or grading in the vicinity of the find shall halt immediately and the area of the find shall be protected and the project applicant shall immediately notify the Orange County Coroner of the find and comply with the provisions of the California Health and Safety Code Section 7050.5, including P.R.C. Section 5097.98, if applicable. In the event that human remains are determined to be Native American human remains, the applicant shall consult with the Most Likely Descendent to determine the appropriate treatment for the Native American human remains.

Mitigation Measures

No significant impacts are anticipated to occur as a result of project implementation. Implementation of the standard conditions identified above, which reflect adopted City policies regarding cultural/scientific resources, will ensure that impacts remain less than significant.

4.6 GEOLOGY AND SOILS

<i>Would the project:</i>	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				
1) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.			■	
2) Strong seismic ground shaking?		■		
3) Seismic-related ground failure, including liquefaction?			■	
4) Landslides?				■
b. Result in substantial soil erosion or the loss of topsoil?			■	

<i>Would the project:</i>	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
c. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on-site or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?		■		
d. Be located on expansive soil, as defined in Table 18-1-B of the California Building Code (2001), creating substantial risks to life or property?		■		
e. Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?				■

Impact Analysis

Advanced Geotechnical Solutions, Inc. (AGS) prepared a geotechnical investigation of the project site in order to provide an assessment of feasibility of the proposed 10-unit condominium project and identify geotechnical design constraints as well as develop preliminary geotechnical recommendations for grading, infiltration, and anticipated improvements. The geotechnical investigation included an analysis of seismic hazards and provided preliminary geotechnical recommendations for development. The "Geotechnical Investigation, Proposed Condominium Project" prepared by AGS is included as Appendix B and the findings and recommendations presented in that report are summarized in the following analysis.

4.6(a)(1) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.

Less than Significant Impact. Primary ground rupture or fault rupture is defined as the surface displacement that occurs along the surface of a fault during an earthquake. The Project is located in the seismically active southern California region. The nearest known active faults are the Whittier Section of the Elsinore Fault Zone (3.3 miles northeast of the site), the Puente Hills Fault (3.3 miles north-northwest of the site), and the Chino Central Avenue Fault System of the Elsinore Fault Zone (9.9 miles northeast of the site). Given the proximity of the site to these and numerous other active and potentially active faults, the site will likely be subject to earthquake ground motions in the future. There are no active faults or fault systems known to exist on or in the immediate vicinity of the project site. In addition, the project site is not located within an Alquist-Priolo Earthquake Fault Zone as illustrated on the maps issued by the State Geologist for the area. Therefore, the potential for fault rupture in the City is considered low. As a result, proposed structures and future residents and park users would not be exposed to fault rupture during a seismic event. No significant impacts will occur and no mitigation measures are required.

4.6(a)(2) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving strong seismic ground shaking?

Less than Significant with Mitigation Incorporated. As indicated above, California is a seismically active region, with numerous faults located throughout. The Whittier Section of the Elsinore Fault zone has a slip rate of about 2.5 mm per year, with a maximum magnitude of 6.8. The slip rate for the Puente Hills Fault is about 0.7 mm per year, with a maximum magnitude of 7.1 and the slip rate for the Chino Central Avenue Fault Section of the Elsinore Fault Zone is about 1.0 mm annually with a maximum magnitude of 6.7. As a result, future development of the proposed Project would expose structures and residents to potentially significant

groundshaking effects associated with earthquakes occurring on one or more of the active regional faults. Based on the analysis prepared by AGS, the maximum moment magnitude (Mw) is estimated to be 7.0 with a probabilistic peak ground acceleration (pga) estimated to be 0.673g. Although the future development proposed would potentially be subject to strong ground shaking associated with seismic activity in the region, it should be recognized that much of southern California is subject to some level of damaging ground shaking as a result of movement along the major active (and potentially active) fault zones that characterize this region, including the existing homes, which are older and not designed to current seismic standards. Design utilizing the 2013 California Building Code (CBC) is not meant to completely protect against damage or loss of function. The project will be designed to comply with all applicable building code requirements, including the California Building Code (CBC) and other recommendations prescribed in the Geotechnical Investigation. Implementation of the mitigation measures will ensure that potential earthquake groundshaking impacts will be reduced to a less than significant level.

4.6(a)(3) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving seismic-related ground failure, including liquefaction?

Less than Significant Impact. Liquefaction is the loss of soil strength or stiffness due to a buildup of pore-water pressure during a seismic event and is associated primarily with relatively loose, saturated fine- to medium-grained unconsolidated soils. Seismic ground shaking of relatively loose, granular soils that are saturated or submerged can cause the soils to liquefy and temporarily behave as a dense fluid. Liquefaction is caused by a sudden temporary increase in pore-water pressure due to seismic densification or other displacement of submerged granular soils. Liquefiable soil conditions are not uncommon in alluvial deposits in moderate to large canyons and could also be present in other areas of alluvial soils where the groundwater level is shallow (i.e., 50 feet below the surface).

The site is identified as being located within a zone of required investigation for liquefaction on the State of California Seismic Hazard Zone Map. Although historic groundwater depths as reflected in the Seismic Hazard Report for the Orange Quadrangle in the area have been reported to be approximately 10 to 15 feet below the ground surface, groundwater was not encountered during the geotechnical investigation conducted by AGS.

A liquefaction and dynamic settlement analysis was performed and presented in the geotechnical investigation prepared for the project. The results of that analysis indicated that the underlying soils are generally resistant to liquefaction. Upon completion of remedial grading, seismically-induced dynamic settlement in non-saturated deposits (dry sand settlement) is not expected to adversely impact the site. As a result, potential impacts associated with liquefaction are determined to be less than significant. No mitigation measures are required.

4.6(a)(4) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving landslides?

No Impact. Landslides typically occur along preexisting zones of weakness within bedrock (i.e., previous failure surfaces). Additionally, landslides have the potential to occur on over-steepened slopes, especially where weak layers, such as thin clay layers, are present and dip out-of-slope. Landslide potential in the area of Placentia in which the project is located is considered to be low due to the flat topography of the site. The property proposed for development of the single-family attached residential homes is generally flat and devoid of any natural or man-made slopes. Therefore, no potential impacts associated with landslides and slope instability will occur and no mitigation measures are required.

4.6(b) Result in substantial soil erosion or the loss of topsoil?

Less than Significant Impact. Clearing, excavation, and grading associated with future development and improvements proposed for the site could expose soils to substantial short-term soil erosion or loss of topsoil, since fill material of unknown origin and varying composition currently covers most of the City. Future development would be subject to compliance with the City's standards erosion control, grading, and soil remediation. Grading Plans prepared for proposed development must include an approved drainage and erosion control plan to minimize the impacts from erosion and sedimentation during grading. Therefore,

because the proposed Project would be subject to compliance with the City's standards, best management practices (BMPs) shall be implemented during construction that are prescribed by the City of Placentia as a standard condition that minimize the potential for erosion and control sediment/runoff. As a result, project-related impacts are anticipated to be less than significant with the implementation of the BMPs.

4.6(c) *Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in an on-site or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?*

Less than Significant with Mitigation Incorporated. The site is comprised of young alluvial fan deposits, which consist predominantly of silty fine to medium-grained sands. The soils are soft/loose to firm/medium density with density typically increasing with depth. As previously indicated, the liquefaction analysis concluded that the potential for collapse, lateral spreading or subsidence is considered to be low. Similarly, the site and surrounding area are flat and devoid of slopes; thus, on- or off-site seismically-induced landsliding would not occur. The hydro-consolidation process is a singular repose to the introduction of water into collapse-prone alluvial soils. The geotechnical report determined that upon initial wetting, the soil structure and apparent strength are altered and a virtually immediate settlement response occurs. Thus, the testing results concluded that some of the alluvial soils are prone to hydro-consolidation, necessitating mitigation.

Compliance with the 2013 California Building Code (CBC) and implementation of measures prescribed in the geotechnical report will ensure that the potential for adverse geologic conditions to affect the proposed development are minimized. No significant impacts will occur as a result of project implementation with the implementation of the mitigation measures.

4.6(d) *Be located on expansive soil, as defined in Table 18-1-B of the California Building Code (2001), creating substantial risks to life or property?*

Less than Significant with Mitigation Incorporated. Testing for expansive soils was also conducted as part of the geotechnical investigation. According to the test results, the expansion potential of the on-site materials is "very low." The geotechnical report concluded that the majority of the fills derived primarily from on-site materials, resulting in a very low expansion potential. Nonetheless, because it is possible that there could be a variation in expansion potential, further testing is recommended to confirm the specific as-graded conditions or to modify the design recommendations accordingly.

The on-site soils that are compressible include the young alluvial fan deposits. Highly compressible materials could adversely affect future development and, therefore, will require removal from fill areas prior to placement of fill and were exposed at grade in cut areas.

The geotechnical report includes recommendations to address the soils conditions to avoid not only the potentially adverse expansive soils effects but also the adverse effects associated with compressibility and collapse..

4.6(e) *Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?*

No Impact. The subject property and environs are currently served by a sanitary sewer system. Sewer facilities, which are located in the adjacent streets, will continue to serve the proposed single-family residential condominium project. Raw sewage generated on two the site by the proposed uses will continue to be collected and conveyed by the existing sanitary sewage collection and conveyance system and not a septic system or other alternative means of collecting and treating raw sewage. As a result, potential impacts associated with a septic system are not anticipated and no mitigation measures are required.

Cumulative Impacts

Project implementation will not result in any significant cumulative impacts associated with site soils or geology because the project will be designed to meet current CBC and City Building Code requirements to ensure that loss of property and life is minimized. In addition, mitigation measures have also been prescribed to ensure that no significant cumulative loss of property and/or lives will occur. Therefore, cumulative impacts are anticipated to be less than significant.

Standard Conditions

- SC 4.6-1 The project shall comply with all applicable City Building Code requirements as stipulated in Chapter 20.04 of the City's Municipal Code as well as those prescribed in the California Building Code (CBC).
- SC 4.6-2 All activities associated with the implementation of the proposed 10-unit condominium project shall comply with Section 24.40.050 (Grading and Excavation Code) and all other applicable development requirements prescribed by the City.

Mitigation Measures

- MM 4.6-1 The project applicant shall implement all applicable design recommendations presented in Section 7.0 (Earthwork Recommendations) and Chapter 8.0 (Design Recommendations) of the Geotechnical Investigation prepared by Advanced Geotechnical Solutions, Inc. in order to address the adverse soils and geotechnical constraints identified for the project, including earthquakes, liquefaction, compressibility, expansive soils, and structural design of the project.

4.7 GREENHOUSE GAS EMISSIONS

<i>Would the project:</i>	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?			■	
b. Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?			■	

Impact Analysis

- 4.7(a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?**

Less than Significant Impact. "Greenhouse gases" (so called because of their role in trapping heat near the surface of the earth) emitted by human activity are implicated in global climate change, commonly referred to as "global warming." These greenhouse gases contribute to an increase in the temperature of the earth's atmosphere by transparency to short wavelength visible sunlight, but near opacity to outgoing terrestrial long wavelength heat radiation in some parts of the infrared spectrum. The principal greenhouse gases (GHGs) are carbon dioxide, methane, nitrous oxide, ozone, and water vapor. For purposes of planning and regulation, Section 15364.5 of the California Code of Regulations defines GHGs to include carbon dioxide, methane, nitrous

oxide, hydrofluorocarbons, perfluorocarbons and sulfur hexafluoride. Fossil fuel consumption in the transportation sector (on-road motor vehicles, off-highway mobile sources, and aircraft) is the single largest source of GHG emissions, accounting for approximately half of GHG emissions globally. Industrial and commercial sources are the second largest contributors of GHG emissions with about one-fourth of total emissions.

California has passed several bills and the Governor has signed at least three executive orders regarding greenhouse gases. GHG statutes and executive orders (EO) include AB 32, SB 1368, EO S-03-05, EO S-20-06 and EO S-01-07.

AB 32 is one of the most significant pieces of environmental legislation that California has adopted. Among other things, it is designed to maintain California's reputation as a "national and international leader on energy conservation and environmental stewardship." It will have wide-ranging effects on California businesses and lifestyles as well as far reaching effects on other states and countries. A unique aspect of AB 32, beyond its broad and wide-ranging mandatory provisions and dramatic GHG reductions are the short time frames within which it must be implemented. Major components of the AB 32 include:

- Require the monitoring and reporting of GHG emissions beginning with sources or categories of sources that contribute the most to statewide emissions.
- Requires immediate "early action" control programs on the most readily controlled GHG sources.
- Mandates that by 2020, California's GHG emissions be reduced to 1990 levels.
- Forces an overall reduction of GHG gases in California by 25-40%, from business as usual, over the next 13 years (by 2020).
- Must complement efforts to achieve and maintain federal and state ambient air quality standards and to reduce toxic air contaminants.

Statewide, the framework for developing the implementing regulations for AB 32 is under way. Additionally, through the California Climate Action Registry (CCAR now called the Climate Action Reserve), general and industry-specific protocols for assessing and reporting GHG emissions have been developed. GHG sources are categorized into direct sources and indirect sources. Direct sources include combustion emissions from on-and off-road mobile sources, and fugitive emissions. Indirect sources include off-site electricity generation and non-company owned mobile sources. Because the proposed Project is consistent with the Placentia General Plan and adopted long-range plans and, further, because the emissions do not exceed SCAQMD thresholds, GHG impacts are anticipated to be less than significant.

On December 5, 2008 the SCAQMD Governing Board adopted an Interim quantitative GHG Significance Threshold for industrial projects where the SCAQMD is the lead agency (e.g., stationary source permit projects, rules, plans, etc.) of 10,000 Metric Tons (MT) CO₂ equivalent/year. In September 2010, the Working Group released revisions which recommended a threshold of 3,500 MT CO₂e for residential type projects. This 3,500 MT/year recommendation has been used as a guideline for this analysis. In the absence of an adopted numerical threshold of significance, project related GHG emissions in excess of the guideline level are presumed to trigger a requirement for enhanced GHG reduction at the project level.

Construction Emissions

Greenhouse gas (GHG) emissions will also be generated by the proposed Project; however, like air pollutant emissions, the 8.9 MTCO₂(e) of GHG emissions (amortized) will not exceed the 1,400 metric tons/year recommended threshold, as reflected in Table 4.7-1. Therefore, construction-related GHG emissions will be less than significant and no mitigation measures are required.

Table 4.7-1

**Potential Maximum Construction Emissions¹
Spruce Street Condominium Project**

	MTCO₂(e)
Year 2016	70.4
Amortized ²	2.4
¹ Emissions expressed in Metric Tons (MT) ² Construction emissions are amortized over a 30-year period. SOURCE: Giroux & Associates (November 2014)	

Operational Emissions

Table 4.7-2 provides operational emissions estimates associated with the proposed residential use. GHG emissions associated with the proposed Project are less than the 3,500 CO₂(e) residential project threshold. GHG impacts are anticipated to be less than significant based on the GHG analysis conducted for the proposed Project and summarized below in Table 4.7-2.

Table 4.7-2

**Operational GHG Emissions
Spruce Street Condominium Project**

Consumption Source	Proposed Condominiums 2016	Existing SFD 2015	Net Difference (Increase) MTCO₂(e)
Area Sources	3.4	1.7	1.7
Energy Utilization	20.9	17.9	3.0
Mobile Source	86.2	74.0	12.2
Solid Waste Generation	2.1	2.6	-0.5
Water Consumption	4.6	2.3	2.3
Annualized Construction	2.4	—	2.4
Total	119.5	98.5	21.0
Significance Threshold	3,500	3,500	3,500
SOURCE: Giroux & Associates (November 2014)			

Based on the estimated pollutant and GHG emissions analysis, the proposed Project will result in an overall net increase in operational emissions. However, the net increase in CO₂(e) emissions will not exceed the 3,500 metric tons/year recommended threshold. Therefore, no potentially significant air quality or GHG impacts will occur as a result of project implementation.

4.7(b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

Less than Significant Impact. As indicated above, the project is consistent with the Land Use Element of the Placentia General Plan and the SP-7 zoning adopted for the site, relevant policies related to land use and with applicable plans and/or programs adopted by the City. AB 32 requires California to reduce its GHG emissions by approximately 28.5 percent below business as usual. CARB identified reduction measures to achieve this goal as set forth in the CARB Scoping Plan.

Cumulative Impacts

Project-related cumulative impacts will not be significant because neither the short-term (i.e., demolition, grading, and construction) emissions of GHG nor the operational GHG emission would exceed recommended significance thresholds. Furthermore, the contribution of project-related GHG emissions to the cumulative impact of global climate change is considered less than significant because of the adoption of a new low carbon fuel standard and through increased fuel efficiency as mandated in AB 32 and related programs adopted by the State of California.

Standard Conditions

No standard conditions are required.

Mitigation Measures

No significant impacts are anticipated and no mitigation measures are required.

4.8 HAZARDS AND HAZARDOUS MATERIALS

<i>Would the project:</i>	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?		■		
b. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?		■		
c. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?				■
d. Be located on a site, which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5, and, as a result, would it create a significant hazard to the public or the environment?				■
e. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?				■

<i>Would the project:</i>	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
f. For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?				■
g. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?			■	
h. Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?				■

Impact Analysis

4.8(a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

Less than Significant with Mitigation Incorporated. Project implementation includes the redevelopment of an existing site that is occupied by five single-family residential dwelling units. The existing structures, which may contain asbestos-containing materials (ACM) and lead-based paint (LBP), will be demolished in order to implement the proposed Project. Without proper remediation, it is possible that ACM could be released into the environment. According to the Environmental Protection Agency (EPA), ACM that is intact and in good condition can, in general, be managed safely in-place under an Operations and Maintenance (O&M) program until removal is dictated by renovation, demolition, or deteriorating material conditions. In addition to ACM, it is also possible that LBP may also exist within the existing structures. Similar to ACM, the release of LBP into the environmental could pose a potential health risk, given the proximity of the residential uses in the project environs. The project will also comply with SCAQMD asbestos and lead management procedures to ensure that potential hazards are voided. Therefore, appropriate measures have been prescribed to ensure that potential health risks associated with the release of ACM and/or LBP are reduced to a less than significant level (refer to MM 4.8-1 and MM 4.8-2).

4.8(b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

Less than Significant with Mitigation Incorporated. As indicated above, without proper remediation, it is possible that ACM and/or LBP could be released into the environment; however, according to the Environmental Protection Agency (EPA), ACM that is intact and in good condition can, in general, be managed safely in-place under an Operations and Maintenance (O&M) program until removal is dictated by renovation, demolition, or deteriorating material conditions. Therefore, prior to any disturbance of the structures and construction materials within the project site, a comprehensive ACM and LBP survey shall be conducted and appropriate measures prescribed to ensure that no release of either ACM or LBP occurs, including during remediation and transport and disposal of those materials. Remediation shall comply with all applicable regulatory requirements. Air emissions of asbestos fibers and leaded dust would be reduced to below a level of significance through compliance with existing federal, state, and local regulatory requirements and implementation of the mitigation measures prescribed below.

4.8(c) *Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?*

No Impact. No schools are located within one-quarter mile of the subject property. Furthermore, with the exception of emissions of particulates and other air pollutant emissions that would not exceed significance thresholds established by the SCAQMD, no other hazardous materials would be emitted as a result of project implementation. Therefore, no significant impacts will occur and no mitigation measures are required.

4.8(d) *Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?*

No Impact. The subject property is not located on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5. Although oil extraction activities have occurred in the project area and continue to in some areas within SP-7, no such oil extraction operations and/or related activities have occurred on the site. As previously indicated, the area surrounding the project site is urbanized and developed with single-family attached condominium units and multiple-family apartments. The proposed Project includes the construction of 10 condominium units in two buildings on the site that would not be impacted by potential hazardous materials and/or contamination. Therefore, no significant impacts are anticipated and no mitigation measures are required.

4.8(e) *For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?*

No Impact. Fullerton Airport, located approximately 11 miles east of the site, is the nearest public airport to the subject property. The subject property is not located within the Airport Environs Land Use Plan (AELUP) for Fullerton Municipal Airport (FMA) and the site is not subject to either noise or safety hazards associated with aviation activities associated with that facility. As a result, project implementation will not result in any airport land use compatibility impacts, including those associated with noise and/or safety. No significant impact will occur and no mitigation measures are required.

4.8(f) *For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?*

No Impact. The nearest airport to the project site is FMA; however, no private airstrips are located within the project environs. Future development as proposed would not be subject to any safety hazards associated with operations at a private airstrip. No significant impacts will occur and no mitigation measures are required.

4.8(g) *Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?*

Less Than Significant Impact. The project represents "in-fill" development on a site that is currently developed with five single-family residential dwelling units. The project has been designed with two vehicular access locations, including one for each 5-unit building. Development of the site as proposed would not interfere or conflict with the City's Emergency Preparedness Division, which is responsible for the following:

- Coordinating Community Emergency Response Team (CERT) and Radio Amateur Civil Emergency Service (RACES) activities
- Coordinating intergovernmental cooperation
- Maintaining plans for mitigation, preparedness, response, and recovery to natural and man-made disasters and emergencies
- Preparing, coordinating, and implementing pertinent grant and funding requests

- Providing and/or coordinating training, drills, and exercises for all departments
- Providing public assistance and information programs

4.8(h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?

No Impact. The subject property is located neither within nor adjacent to a designated wildland area and would not, therefore, be exposed to the potential for wildland fire. The OCFA provides fire protection and would respond to fire and/or emergency situations occurring in the project area, including the subject site. No significant wildland fire impacts would occur and no mitigation measures are required.

Cumulative Impacts

Implementation of the mitigation measures will ensure that any potential hazard is eliminated or reduced to a less than significant level, which will also eliminate the potential for cumulative hazards to occur. Furthermore, project implementation does not include any feature that would be considered a hazard or create hazardous conditions. As a result, no cumulative impacts will occur.

Standard Conditions

No standard conditions are required.

Mitigation Measures

- MM 4.8-1 Prior to the issuance of a demolition permit, an asbestos survey shall be conducted at each of the onsite structures. The asbestos survey must be overseen by a California-Certified Asbestos Consultant. The results of this survey should provide a description of the asbestos-containing materials, their locations, estimated quantity, and recommendations for removal, containment, and off-site transportation and disposal.
- MM 4.8-2 Prior to issuance of a demolition permit, onsite building structures (with the exception of the childcare building and portable classroom buildings) shall be assessed for the possible presence of lead-based paint. This study must be conducted by trained and/or licensed professionals. The results of this study should provide a description of the lead-based paint locations, estimated quantity, and recommendations for removal, containment, and off-site transportation and disposal.

4.9 HYDROLOGY AND WATER QUALITY

<i>Would the project:</i>	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Violate any water quality standards or waste discharge requirements?			■	
b. Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?			■	

<i>Would the project:</i>	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
c. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of stream or river, in a manner, which would result in substantial erosion or siltation on- or off-site?			■	
d. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner, which would result in flooding on- or off-site?			■	
e. Create or contribute runoff which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff?			■	
f. Otherwise substantially degrade water quality?			■	
g. Place housing within a 100-year flood hazard as mapped on a Federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?			■	
h. Place within a 100-year flood hazard area structures, which would impede or redirect flood flows?			■	
i. Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?			■	
j. Inundation by seiche, tsunami, or mudflow?				■

Impact Analysis

4.9(a) *Violate any water quality standards or waste discharge requirements?*

Less than Significant Impact. Construction of the project has the potential to produce pollutants such as nutrients, heavy metals, pesticides and herbicides, toxic chemicals related to construction and cleaning, waste materials including wash water, paints, wood, paper, concrete, food containers and sanitary wastes, fuel, and lubricants. Without proper/adequate treatment, the addition of these pollutants into the environment could adversely affect both surface and groundwater. Generally, standard safety precautions for handling and storing construction materials can adequately reduce the potential pollution of stormwater by these materials.

4.9(b) *Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?*

Less than Significant Impact. Although project implementation will change the existing runoff conditions (i.e., potential decrease in the amount of impervious surfaces on the site), the subject property does not contribute significantly to the basin groundwater resources due to the small size and limited pervious surface area. . It is anticipated that there will be an increase in impervious coverage; however, the increase in impervious surface would not significantly affect groundwater supplies in the region; however, potential impacts to the groundwater supplies is less than significant.

- 4.9(c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of stream or river, in a manner, which would result in substantial erosion or siltation on- or off-site?**

Less than Significant Impact. No stream or river exists on the project site. As previously indicated, the subject site supports five single-family homes and circulation facilities. Conversion of the property to a 10-unit single-family attached residential condominium development will not result in substantial alteration that could adversely affect existing drainage conditions. No significant impacts are anticipated and no mitigation measures are required.

- 4.9(d) Substantially alter the existing drainage pattern of the site or area, including through alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner, which would result in flooding on- or off-site?**

Less than Significant Impact. As indicated above, project implementation will result in the alteration of the existing single-family site that would result in an increase in the amount of impervious coverage, which may result in a small increase in the rate and amount of surface runoff. However, site alterations would not substantially change the drainage pattern of the site or area and surface flows would be directed to existing storm drainage facilities to convey the water away from the site. Project would not result in flooding either on- or off-site. Therefore, no significant impacts would occur and no mitigation measures are required.

- 4.9(e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?**

Less than Significant Impact. As indicated above, project implementation would result in a small increase in both the volume and velocity of surface water from an increase in area of impervious surfaces. The project has been designed to maintain the existing drainage patterns. Surface runoff would be directed to the existing storm drain facilities, which are adequate to collect and convey the surface runoff. No potentially significant impacts are anticipated and no mitigation measures are required.

- 4.9(f) Otherwise substantially degrade water quality?**

Less than Significant Impact. Conversion of the existing single-family residential homes to condominiums as proposed will not result in any unique or unusual water quality impacts. Project implementation includes the demolition of the existing single-family residential dwelling units, site preparation and construction of the two 5-unit condominium structures. Although site preparation, grading and construction could result in some erosion potential and the potential for a discharge of silt and other pollutants associated with the proposed development into the surface waters, the applicant will be required to implement Best Management Practices (BMPs) as required by the City of Placentia, which will ensure that water quality impacts are minimized. Therefore, no significant water quality impacts will occur and no mitigation measures are required.

- 4.9(g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?**

No Impact. Although implementation of the project will result in construction of additional residential development, no portion of the development will be located within a 100-year flood hazard area. Therefore, no impacts are anticipated as a result of project implementation; no mitigation measures are required.

4.9(h) Place within a 100-year flood hazard area structures, which would impede or redirect flood flows?

No Impact. As indicated above, no portion of the site is located within the limits of a 100-year flood zone as designated by the Federal Emergency Management Agency (FEMA). Further, no significant increases in impervious surfaces or structures that could potentially impede or redirect flood flows will occur in a FEMA-designated 100-year flood zone as a result of project implementation. Therefore, no impacts are anticipated and no mitigation measures are required.

4.9(i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?

Less than Significant Impact. Project implementation will not expose either people or structures to flood hazards as a result of the failure of a dam or levee. The site is not subject to inundation as a result of the failure of a dam or levee because no such structure is located near the subject property that would adversely affect the site in the event of a failure. Therefore, no flooding or inundation impacts will result from implementation of the project.

4.9(j) Inundation by seiche, tsunami, or mudflow?

No Impact. A seiche involves the oscillation of a body of water in an enclosed basin, such as a reservoir, storage tank, or lake. According to the City's General Plan, no enclosed bodies of water are located in the immediate vicinity of the site; therefore, no impacts from seiches are anticipated as a result of project implementation. A tsunami, commonly referred to as a tidal wave, is a sea wave generated by submarine earthquakes, major landslides, or volcanic action. The City of Placentia is located well inland, away from the Orange County coastline. Due to the elevation and the distance from the coastline, tsunami hazards do not exist for the project site and vicinity. Similarly, the site is essentially flat and devoid of steep slopes (either natural or manmade) that could be undermined by seismic activity or other instability to cause mudflows. Implementation of the proposed single-family attached residential condominium project will not expose people or structures to seiches, tsunamis or mudflows. Therefore, no impacts will occur as a result of project implementation.

Cumulative Impacts

Project implementation will not result in a significant increase in surface runoff that would contribute to potential cumulative impacts. The project has been designed to maintain the same drainage patterns. Moreover, surface flows will be direct to existing drainage facilities that have capacity to accommodate post-development runoff. In addition, the project will incorporate construction BMPs to ensure that that potential erosion and water quality impacts are minimized. Post-development hydrology and water quality characteristics of the project will comply with all City and regulatory requirements to ensure that no significant cumulative impacts occur.

Standard Conditions

SC 4.9-1 BMPs shall be implemented during construction that are prescribed by the City of Placentia as a standard condition that minimize the potential for erosion and control sediment/runoff.

Mitigation Measures

No significant impacts are anticipated and no mitigation measures are required.

4.10 LAND USE AND PLANNING

<i>Would the project:</i>	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Physically divide an established community?			■	
b. Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?			■	
c. Conflict with any applicable habitat conservation plan or natural community conservation plan?				■

Impact Analysis

4.10(a) Physically divide an established community?

Less than Significant Impact. The 0.52-acre property is located in a residential area within the southeastern limits of the City. The introduction of single-family attached residential development, which will replace the five existing single-family detached “cottages” occupying the site, would not divide or otherwise disrupt an established community. The area surrounding the project is predominantly condominiums and apartments. The proposed condominiums would be integrated into the existing residential neighborhood without any adverse impact on the community. Therefore, no significant impacts will occur and no mitigation measures are required.

4.10(b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?

Less than Significant Impact. As previously indicated, the project site is designated “Specific Plan” (High Density Residential) on the Land Use Element of the Placentia General Plan. As previously indicated, zoning for the site is subject to that stipulated in the East Placentia Specific Plan (SP-7), which indicates High Density Residential (up to 25 dwelling units per acre). Table 4.10-1 provides an assessment of the consistency of the proposed Spruce Street Condominium project with the objectives articulated in the adopted SP-7.

Table 4.10-1

**SP-7 Objectives Consistency Analysis
Spruce Street Condominium Project**

Objective	Consistency Assessment
Provide an adequate mixture of residential, commercial and open space/recreational opportunities with the Specific Plan Area	The applicant is proposing 10 condominium dwelling units on 0.52 acre located in the southeastern quadrant of SP-7 designated as “High Density Residential.” The proposed density of the project is 19.2 dwelling units per acre, which is consistent with the maximum 25 dwelling units per acre permitted by the High Density Residential designation. In addition, the applicant is proposing approximately 6,650 square feet of open space/recreational amenities that

Objective	Consistency Assessment
	include passive amenities and a tot lot as well as a covered outdoor dining area with barbeque facilities. Other amenities include private patios and a landscaped frontage with an entry arbor.
Promote future development which is compatible with existing and future surrounding land uses and sensitive to characteristics of the land.	As indicated above, the proposed Project is consistent and compatible with the adjacent development. The site is surrounded by condominiums on the west, north and east and apartments on the south. The proposed condominium buildings have been designed to be consistent with the architectural character existing within the surrounding area. The building materials, colors, and landscape design will enhance the aesthetic character of the existing site, which is devoid of landscaping.
Promote innovative development concepts within the East Placentia Specific Plan area to create an aesthetically pleasing, identifiable area.	Redevelopment of the project site will convert the older single-family dwelling units occupying the property to single-family attached residential condominiums, which are similar in character and density to the residential development in the surrounding area. Furthermore, the high density residential development would be consistent with the long-range plan for the area as envisioned by SP-7. Integration of the site into existing land use character is achieved through its architectural character and landscape design. The building height would not exceed 35 feet and the use of similar building materials and landscape treatment would enhance the aesthetic character create an aesthetic character as envisioned in the specific plan.
Minimize impacts to the natural and urban environments through the incorporation of appropriate mitigation measures. Allow for coexistence of residential and recreational uses within oil extraction use, continuing residential character of the surrounding area to the Orangethorpe Avenue boundary between residential and commercial or industrial land uses.	Where potentially significant impacts have been identified in the environmental analysis, appropriate mitigation measures have been prescribed that will ensure the protection of the environment. Specifically, standard conditions and/or mitigation measures addressing hazards (ACM and LBP abatement), soils and geology, air quality, water quality and construction traffic have been prescribed to ensure that potentially significant impacts are avoided or reduced to a less than significant level, consistent with this objective.

As reflected in Table 4.10-1, the proposed Project is consistent with the long-range objectives articulated in SP-7. The proposed Project is consistent with the High Density Residential land use designation and the SP-7 zoning district regulations with only one exception. Because the lot encompasses a total area of 22,500 square feet, the project does not meet the minimum site size requirement of 24,000 square feet.

In addition, the project is also consistent with the goals and policies articulated in the Placentia General Plan. The relevant General Plan policies are identified in Table 4.10-2 and the manner in which the projects is consistent in provided.

Table 4.10-2
Placentia General Plan (Land Use Element) Consistency Analysis
Spruce Street Condominium Project

Policy No.	Land Use Element Policy	Consistency Assessment
	Goal 1: A suburban community atmosphere should be maintained as the City experiences future growth.	
1-1	Large, contiguous vacant or underutilized parcels should be comprehensively planned for development to minimize effects on the City's suburban atmosphere	At the time SP-7 was adopted by the City in 1989, the area was suburban. SP-7 was adopted to provide a comprehensive, long-term plan for future development within 137 acres in the southeasterly limits of the City. Although the site is only on-half acre in size, it is underutilized with five small single-family detached homes in an area designated as High Density Residential

**City of Placentia
Spruce Street Condominiums
Initial Study/Mitigated Negative Declaration**

Policy No.	Land Use Element Policy	Consistency Assessment
		(up to 25 du/ac). Since adoption of SP-7, the area has urbanized in accordance with that plan. With the exception of not meeting the minimum lot size requirement (because the site is a remnant parcel surrounded by development on all sides), the proposed Project is consistent with all of the development standards prescribed in SP-7 for High Density Residential development (e.g., setbacks, building height, parking, building coverage, etc.) Thus, the substandard lot size does not result in a significant land use conflict. Development of the site as proposed is not only consistent with the land use designation and intended use of the subject property but also with the type and character of existing adjacent land uses.
1-2	Reinvestment should occur in targeted areas to maintain the suburban image.	N/A
1-3	Preserve neighborhood integrity by routing extraneous traffic around neighborhoods.	As indicated above, the project site is a small "island" supporting five single-family dwelling units surrounded by apartment and condominiums on all sides. The project would not generate a significant number of vehicular trips (57 trips per day) compared to 48 currently generated by the existing homes. The project-generated traffic would not adversely affect the integrity of the existing neighborhood and was anticipated when SP-7 was adopted.
1-4	Minimize traffic generated during peak hours by future developments to ensure that existing traffic level of service is not decreased.	As indicated above, projects implementation would result in a "net" increase in traffic generated on the site by 9 trips. The density of the project is approximately 19 du/ac, which is less than the 25 du/ac maximum density permitted by SP-7 for the site. The minor increase in traffic would not only be less than anticipated but would not adversely affect the operational capacity of either the nearby intersections or roadways.
Goal 2: Provide and maintain an adequate level of service for all community public services and facilities,		
2-1	The distribution of land uses within the general plan shall be such as to achieve an economical community which will not require added public expenditures per household, per commercial establishment, or per employee to finance new development or to update existing development	The site is currently developed and is served by the existing public service infrastructure in the City. Although implementation of the project would increase the density of the site, the increase of five additional dwelling units would not create a burden on any of the public services currently provided to the site. In addition, the project must comply with applicable fees (e.g., park in-lieu fees, school fees, etc.) which would offset the incremental increase in demands for public services.
2-2	Increase the tax base of the City through land use planning while maintaining the City's suburban atmosphere.	Redevelopment of the site would result in an increase in the amount of property tax revenue that would be generated by the new development. A portion of the property tax would accrue to the City not only to provide public services but also infrastructure and related improvements to serve both the proposed Project but also the City of Placentia.
2-3	Development commercial centers to provide employment and a strong fiscal base for the City.	N/A2-4
2-4	Work closely with developers and other interested parties to develop means by which needed capital facilities can be provided on a long-term basis at little or no capital costs to the City. This could include the use of special assessment districts, developer reimbursement techniques, private-public joint ventures, tax increment financing (redevelopment and such.	The project is considered an "infill" project that is consistent with the long-range goals and policies of the General Plan as well as the objectives of SP-7). Project implementation would not result in the need for new or additional infrastructure and related facilities. As indicated above, the project would be subject to all applicable fees imposed by the City.
2-5	Ensure new developments provide adequate improvements, dedications, and fees to the City to fully cover the project's demand costs on City services.	As indicated above, the project must comply with all applicable regulatory requirements for improvements to infrastructure as well as pay all requisite development fees in order to ensure that the project's impact on City services is minimized.
Goal 3: Promote future development which is compatible with existing and future surrounding land uses.		
3-1	Orient land uses that create employment opportunities toward major and primary arterial streets so that activities associated with these uses will have a minimal effect upon adjacent residential neighborhoods.	N/A
3-2.	Plan for phasing which provides incremental development	The project is small and would be developed in a single phase;

**City of Placentia
Spruce Street Condominiums
Initial Study/Mitigated Negative Declaration**

Policy No.	Land Use Element Policy	Consistency Assessment
	that is coordinated with the existing adjacent development, infrastructure and market opportunities	however, all necessary public services and utilities exist to serve the project.
3-3	Ensure new development provides an appropriate buffer to adjacent existing uses of less intensity.	The project site is located in an area of SP-7 that is designated high density residential (up to 25 du/ac). The project has been designed to be consistent and compatible with the adjacent and nearby apartments and condominiums. Landscaping and fencing would provide the buffers necessary to minimize impacts to existing development in the project environs.
3-4	Protect those areas planned for residential development from the encroachment of incompatible or unrelated land uses.	The project site is designated High Density Residential. As indicated above, the "infill" project is consistent and compatible with the high density apartments and condominiums in the project area.
3-5	Ensure new developments provided sufficient noise barriers to adjacent existing uses of less intensity.	The project is proposing similar densities as those in the project area. Nonetheless, adequate setback and walls are included in the project design to minimize potential noise impacts.
3-6	Limit noise sensitive land uses within noise impacted areas.	The project site is not located in an area that is subject to high noise levels. Orangethorpe Avenue, a high volume arterial, is located south of the project site and noise levels occurring along that roadway would not significantly affect the sensitive residential use as proposed.
3-7	Promote exterior signage and lighting to be subdued in character and non-intrusive upon neighboring uses.	With the exception of security lighting, the proposed Project does not include lighting that would be intrusive in adjacent residential properties. All lighting will comply with existing City requirements and those articulated in SP-7.
3-8	Repeat or complement in new developments, a strong design theme that has been established in a particular neighborhood.	The project has been designed to be consistent and compatible with the high density residential development existing in the surrounding area. The proposed character and density of the two residential structures would be both consistent and compatible with the existing character of the surrounding high density development in the project area.
3-9	Protect the privacy of adjacent uses with building mass that reflect lot size.	The project includes the construction of two residential condominium buildings containing five dwelling units in each. The two buildings have been designed in such a way as to orient views within the development to a central "corridor" and not to adjacent residential uses.
3-10	Actively pursue to change legal non-conforming uses and buildings into conformance with the City of Placentia General Plan Land Use Element.	The project site is a "remnant" parcel, which was developed with five small single-family detached residential dwelling units, is surrounded entirely by higher density condominiums and apartments. Redevelopment of the site as proposed with the 10 condominium units would be consistent with the density prescribed for the site and surrounding area in SP-7. Although the existing lot is less than the minimum lot size prescribed in development standards for high density residential development in SP-7, the project is consistent with not only the objectives of the specific plan but also the long-range goals and policies articulated in the Placentia General Plan.
Goal 4: Promote the development of activity centers to be conveniently located for residents within the City.		
4-1	Encourage neighborhood shopping centers that are conveniently accessible to neighborhoods.	N/A
4-2	Promote the redevelopment and revitalization of older commercial areas to serve the needs of the community as a whole, as well as adjacent residential neighborhoods.	N/A
4-3	Reduce the number of existing isolated commercial outlets through consolidation, where appropriate, and discourage strip commercial development.	N/A
4-4	Establish and maintain recreational open space areas in close proximity to residential areas.	N/A
4-5	Ensure adequate school space is provided for City schools.	The project applicant will be required to pay the applicable developer fee established by the Placentia-Yorba Linda Unified School District.

As indicated in Table 4.12-1 and 4.12-2, the proposed Project is consistent with not only the Placentia General Plan long-range goals and policies but also with the objectives in the East Placentia Specific Plan. Although the

project would not comply with the minimum lot size requirement, this conflict is less than significant because the project is consistent with the adopted long-range plans for the site and SP-7. Therefore, no significant land use impacts are anticipated and no mitigation measures are required.

4.10(c) Conflict with any applicable habitat conservation plan or natural community conservation plan?

No Impact. The Placentia General Plan identifies the City's open space and conservation areas. However, because the area of the City in which the subject property is located is nearly completely developed, natural open space and habitat are limited in the project environs. The subject property encompasses approximately 0.52 acre, which is currently developed with five single-family detached residential dwelling units. The site has been entirely altered in order to accommodate the existing structures and other amenities that remain on the site. As a result, no natural features and/or habitat that would support sensitive species exist on the site. In particular, neither the site nor the surrounding areas is located within a Natural Community Conservation Plan or Habitat Conservation Plan area. Therefore, project implementation will not adversely affect such a plan, sensitive habitat and/or resources. No significant impacts are anticipated as a result of project implementation.

Cumulative Impacts

As indicated above, the proposed Project is consistent with the adopted long-range plans and programs for the subject property. In addition, the proposed single-family attached residential condominium project is consistent with the objectives adopted for the East Placentia Specific Plan as reflected in Table 4.10-1. The proposed Project does not exceed the maximum intensity of development currently permitted on the site and the residential dwelling units proposed on the site are consistent and compatible with the surrounding land uses in the project environs. Therefore, implementation of the proposed Project will not result in any cumulative land use impacts.

Standard Conditions

No standard conditions are required.

Mitigation Measures

No significant conflicts with adopted long-range goals and/or policies of the City of Placentia will occur. Therefore, no significant impacts will occur and no mitigation measures are required.

4.11 MINERAL RESOURCES

<i>Would the project:</i>	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				■
b. Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?				■

Impact Analysis

4.11(a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?

No Impact. The project site is currently developed with five single-family detached residential dwelling units. In addition, the area in which the site is located is largely extensively urbanized and developed with a mix of single- and multiple-family residential. The project site is located within SP-7, adopted by the City of Placentia in 1989. SP-7 includes an Oil Resources Overlay over the entire East Placentia Specific Plan to ensure that oil extraction/production activities could continue until the reserves were diminished. Areas within the SP-7 limits continue to produce oil; however, the subject property was developed in the early 1940s and did not support oil production. Redevelopment of the site with the single-family residential condominium project would neither result in a loss of oil production nor adversely affect existing oil production activities in the outlying area. In addition, neither the Placentia General Plan nor the State of California has identified the project site or environs as a potential source of other mineral resources of Statewide or regional significance. No other mineral resources are known to exist and, therefore, project implementation will not result in any significant impacts either on oil production or other mineral resources.

4.11(b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?

No Impact. As indicated above, the area in which the project is located has been the source of oil production activities in the past; however, the subject property was not a source of oil production. Furthermore, besides oil resources, the Placentia General Plan does not identify the project environs as having potential value as a locally important mineral resource site. Project implementation (i.e., conversion of the five single-family homes to a single-family attached residential condominium subdivision) as proposed will not result in the loss of any locally important mineral resource site and, therefore, no significant impacts will occur.

Cumulative Impacts

As identified above, the subject property is not designated for mineral resources (other than oil) either by the State of California, County of Orange, or City of Placentia and, furthermore, it is not known to contain such resources. As a result, no mineral resources would be lost with site development and no cumulative impacts will occur.

Standard Conditions

No standard conditions are required.

Mitigation Measures

No impacts to mineral resources will occur as a result of project implementation and no mitigation measures are required.

4.12 NOISE

<i>Would the project:</i>	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?			■	
b. Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?			■	
c. A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?			■	
d. A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?		■		
e. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?				■
f. For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?				■

Impact Analysis

4.12(a) *Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?*

Less than Significant Impact. The project site and vicinity are located within an urban area that is developed with a variety of land uses, including single- and multiple-family residential development. Ambient noise levels on the subject property and in the project environs are the result of vehicular traffic utilizing the surrounding roadways, including the Orangethorpe Avenue to the south and Van Buren Street to the east. Project implementation will increase the intensity of development above that currently existing on the subject property and would convert the existing single-family homes to a 10-unit condominium development. Although project implementation will result in the generation of additional vehicular traffic, that increase is expected to be nine vehicles per day (57 trips per day compared to 48 trips per day), which is insufficient to result in a significant increase in ambient noise levels. It is anticipated that when the additional vehicles are added to the existing and future traffic volumes on the nearby arterial and local roadway system, ambient noise levels in the project vicinity would not increase in the project area. It is anticipated that both on- and off-site noise levels would not increase enough to result in a detectable change in the ambient noise levels. Furthermore, the proposed residential use is virtually the same or similar to the surrounding residential development in the area. Even with the inclusion of open space amenities at the southern limits of the property, aside from noise associated with children playing in the tot lot and noise associated with use of the barbeque and related passive features, noise levels would not be intrusive and would not, therefore, result in a potentially significant impact. Potential long term noise impacts are anticipated to be less than significant; no mitigation measures are required.

4.12(b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?

Less than Significant Impact. Although grading and construction of the site would employ heavy equipment, significant groundborne vibration impacts are not anticipated because pile driving and/or similar activities that typically generate vibration impacts would not be utilized in the construction of the proposed Project.

4.12(c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?

Less than Significant Impact. As indicated above, project implementation will result in the generation of only nine additional vehicular traffic when compared to the traffic generated by the existing single-family homes occupying the site (i.e., 57 trips versus 48 existing trips). Because the increase in traffic is very small, it is anticipated that ambient noise levels in the project vicinity would not increase above levels existing without the project. Furthermore, it is anticipated that use of the outdoor “open space” areas of the project site would also not result in a significant increase in noise levels when compared to the existing conditions. As a result, no significant increase in the ambient noise levels would occur and no mitigation measures are required.

4.12(d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?

Less than Significant with Mitigation Incorporated. Construction noise represents a short-term impact on ambient noise levels. Noise generated by construction equipment, including trucks, graders, bulldozers, concrete mixers and portable generators can reach high noise levels. Grading and construction activities associated with project implementation will result in an increase in short-term noise levels in the vicinity of the site, which may potentially impact sensitive receptors (i.e. humans) located in the vicinity of the property. In particular, residential development abuts the property boundaries on three sides. Temporary construction noise impacts will vary markedly because the noise strength of construction equipment ranges widely as a function of the equipment used and its activity level. Short-term construction noise impacts tend to occur in discrete phases dominated initially by demolition activities, then foundation work followed by construction and paving activities.

Demolition or construction noise impacts vary markedly because the noise strength of construction equipment ranges widely as a function of the equipment used which changes during the course of the project. Construction noise tends to occur in discrete phases dominated initially by demolition and/or earth-moving sources and later for finish construction. The earth-moving sources are seen to be the noisiest with equipment noise ranging up to about 90 dB(A) at 50 feet from the source. Spherically radiating point sources of noise emissions are atmospherically attenuated by a factor of 6 dB per doubling of distance, or about 20 dB in 500 feet of propagation. The loudest earth-moving noise sources may, therefore, sometimes be detectable above the local background beyond 1,000 feet from the construction area. An impact radius of 1,000 feet or more pre-supposes a clear line-of-sight and no other machinery or equipment noise that would mask project construction noise. With buildings and other barriers to interrupt line-of-sight conditions, the potential “noise envelope” around individual construction sites is reduced. Construction noise impacts are, therefore, somewhat less than that predicted under idealized input conditions.

Construction noise exposure can be further worsened when several pieces of equipment operate in close proximity. Because of the logarithmic nature of decibel addition, two equally loud pieces of equipment will be +3 dB louder than either one individually. Three simultaneous sources are +5 dB louder than any single source. Thus, while average operational equipment noise levels are perhaps 5 dB less than at peak power, simultaneous equipment operation can still yield an apparent noise strength equal to any individual source at peak noise output. Whereas the average heavy equipment reference noise level is 85 dB(A), short-term levels from either peak power or from several pieces operating in close proximity can be as high as 90 dB(A).

During most intensive heavy equipment operations, the peak hourly average noise level from several pieces of equipment in simultaneous hourly operation is 85 dB Leq at 50 feet from the activity. Even with closed windows at an adjacent residence, such levels could interfere with quiet interior residential activity.

There are existing residences located within 50 feet of the project site which could experience a temporary construction noise nuisance. Although compliance with the City's Noise Control Ordinance (construction is permitted between 7:00 a.m. and 7:00 p.m. Monday through Friday and on Saturday between 9:00 a.m. and 6:00 p.m., noise may be excessive in the adjacent residential areas. Without a construction noise mitigation plan that outlines measures to minimize potential construction noise, short-term noise impacts associated with construction activities could be potentially significant. Therefore such a mitigation plan will be developed and implemented for activity occurring within the areas abutting the adjacent sensitive land uses. In addition, the use of smaller equipment and notification of potentially affected residents of the duration of adjacent heavy equipment operations can reduce construction noise.

4.12(e) *For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?*

No Impact. As previously discussed (refer to Section 4.8(e)), the proposed Project is not located either within the noise impact area of Fullerton Municipal Airport, or within two miles of that facility, which is located approximately 11 miles west of the subject property. Therefore, no significant noise associated with aviation activities will affect the proposed Project; no mitigation measures are required.

4.12(f) *For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?*

No Impact. No private airstrips are located within the project environs. Future development as proposed would not be subject to any excessive levels associated with operations at a private airstrip. No significant impacts will occur and no mitigation measures are required.

Cumulative Impacts

Potential project-related noise impacts will not result in any potentially significant cumulative impacts. As indicated above, construction-related noise impacts are short-term and would cease upon completion of construction. In addition, construction activities that are the source of the noise are limited to those hours stipulated in the City's Noise Control Ordinance. Similarly, operational noise impacts caused by project-related traffic would be less than significant and would not result in any potential cumulative impacts.

Standard Conditions

SC 4.12-1 In accordance with Section 23.81.170 of the Placentia Municipal Code that regulates construction hours, noise sources associated with construction grading of any real property shall only occur between the hours of 7:00 a.m. and 7:00 p.m. Monday through Friday and between the hours of 9:00 a.m. and 6:00 p.m. on Saturday. Construction is prohibited on Sunday or a Federal holiday.

Mitigation Measures

MM 4.12-1 Prior to the issuance of a grading permit, the applicant shall prepare and submit a construction noise mitigation plan that includes measures that will reduce construction noise to the extent practicable where construction activity occurs in the areas adjacent to existing homes. The plan shall include but not be limited to the use of smaller construction equipment and notification of potentially affected residents and duration of adjacent activities when heavy equipment will be used.

MM 4.12-2 During construction, only small bulldozers shall be permitted to operate within in close proximity of the nearest residences. In addition, the following construction practices shall be employed:

- Stockpiling and staging activities must be located as far as practicable from dwellings.
- All mobile equipment shall have properly operating and maintained mufflers.

4.13 POPULATION AND HOUSING

<i>Would the project:</i>	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?			■	
b. Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?			■	
c. Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?			■	

Impact Analysis

4.13(a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?

Less than Significant Impact. The proposed Project proposes development 10 condominium dwelling units consistent with the adopted General Plan Land Use Element designation of Specific Plan and with the SP-7 High Density Residential zoning applicable to the site. Implementation of the proposed residential subdivision would not result in unplanned or unanticipated residential and/or population growth that could cause the need for expanded public services and facilities in the project area and/or the City of Placentia. The addition of 10 single-family attached residential dwelling units is consistent with the City's long-range housing projections and will contribute to meeting the City's above moderate housing allocation. No significant impacts will occur and no mitigation measures are required.

4.13(b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?

Less than Significant Impact. As previously indicated, the project site supports five existing single-family detached residential dwelling units. These dwelling units are not owner-occupied. Occupants residing the units would be displaced prior to the commencement of construction of the proposed condominium units. The elimination of the five rental units would not result in the need for replacement housing because there is adequate rental housing in Placentia (3% vacancy rate) and elsewhere in Orange County that would be available to those displaced by the project. As indicated above, implementation of the proposed Project would increase the number of dwelling units by five (10 new condominiums would replace five single-family homes), increasing the availability of for sale/rental housing in the City. Therefore, no significant impacts will occur and no mitigation measures are required.

4.13(c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?

Less than Significant Impact. As indicated above, project implementation will result in the demolition and elimination of five single-family residential dwelling units. Based on a population per household of 3.13 persons,² approximately 16 people may reside in the five existing dwelling units. Although the occupants would be displaced, both for-sale and rental housing is available elsewhere in the City and County of Orange to replace the housing that would be eliminated from the City's inventory. Project implementation would result in a net increase of five dwelling units within Placentia that would become available for future residents. Therefore, no significant impacts will occur and no mitigation measures are required.

Cumulative Impacts

Although five dwelling units would be eliminated in the City, the units would be replaced by 10 single-family attached homes. The proposed Project is consistent with the long-range plans and policies adopted by the City of Placentia, and because the project is located in an area of the City that is predominantly residential, no cumulative impacts will occur as a result of project implementation.

Standard Conditions

No standard conditions are required.

Mitigation Measures

No existing dwelling units will be eliminated and no residents will be displaced as a result of project implementation. Therefore, no significant impacts to population and housing; no mitigation measures are required.

4.14 PUBLIC SERVICES

<i>Would the project:</i>	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
1) Fire protection?			■	
2) Police protection?			■	
3) Schools?			■	
4) Parks?			■	
5) Other public facilities?			■	

²California Department of Finance; Table 2: E-5 City/County Population and Housing Estimates, 1/1/2014.

Impact Analysis

4.14(a) *Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:*

4.14(a)(1) Fire protection?

Less than Significant Impact. Placentia is a member of the Orange County Fire Authority Joint Powers Authority. The Orange County Fire Authority (OCFA) provides fire protection to the City of Placentia. Fire Station 34 is located at 1530 North Valencia; Fire Station 35 is located at 120 South Bradford. Battalion 2 provides firefighting services at these locations. Services include structural fire protection, emergency medical and rescue services. It is anticipated that buildout of the project area based on the completion of development within SP-7, including the proposed Project, would result in additional demands on existing fire services, as individual projects are developed and associated increases in population are realized. However, it is important to note that fire protection service is currently provided to the subject property and the five existing single-family homes occupying the site. New developments associated with buildout would be required to comply with all applicable fire code and ordinance requirements for construction, access, water mains, fire flows, and hydrants. In addition, individual projects, including the proposed single-family attached residential condominium development must be reviewed by the OCFA to determine the specific fire requirements applicable to the specific development and to ensure compliance with these requirements in order to ensure that staffing, response times, and/or existing service levels within the City are not adversely affected. Compliance with the current fire code and applicable requirements, including adequate access, fire pressure, etc., will ensure that potential impacts will be less than significant.

4.14(a)(2) Police protection?

Less than Significant Impact. The Placentia Police Department provides police protection services to the City, operating from 401 East Chapman Avenue. Similar to the potential impacts identified above for fire protection, buildout of the proposed Project would involve the anticipated increased growth and development as a result of the proposed Project which is consistent with the adopted General Plan and population and housing forecasts of the City. Because the site is currently developed, a significant increase in demand for police protection services would not be expected. Project plans are subject to review by the Placentia Police Department. No significant impacts would be expected to occur and no mitigation measures are required.

4.14(a)(3) Schools?

Less than Significant Impact. The subject property is located within the boundaries of the Placentia-Yorba Linda Unified School District, which operates and maintains 30 schools, including 20 elementary schools (K-6), six middle schools (7-8), and four high schools (9-12). The site is currently located within the attendance area boundaries of Van Buren Elementary School, Kraemer Middle School, and Valencia High School. Based on student generation rates employed by the District, the proposed Project would result in approximately five K-12 students that would attend schools in the district (compared to two or three students that may reside in the existing five single-family residential dwelling units.³ Payment of the applicable developer fee will ensure that potential impacts associated with the additional students will be adequate to mitigate potential impacts to school facilities. No mitigation measures are required.

³Placentia-Yorba Linda Unified School District student generation factors for single-family residential development: 0.2134 for elementary school, 0.1236 for middle school, and -.1826 for high school.

4.14(a)(4) Parks?

Less than Significant Impact. The City of Placentia Community Services Department is responsible for maintaining the parks and recreation facilities within Placentia. The City currently operates and maintains several parks and other recreational facilities that serve the residents of Placentia. The City has adopted a total parks acreage standard of 10 acres for each 1,000 residents, comprising local parks, schools, and regional park facilities. The City's local park standard is 4 acres per 1,000 population. Section 22.54.030 of the Placentia Municipal Code requires that 2.5 acres of City parks per 1,000 persons existing within the City be dedicated to local parks. Based on a population of 3.13 persons per dwelling unit,⁴ the proposed Project would generate 31 new residents in Placentia, which would create a requirement for 0.08 acre of park acreage (3,376 square feet). Because there is no designated park identified in SP-7 or the Placentia General Plan on the subject property, the proposed Project is subject to the payment of in-lieu fees pursuant Title 5, Section 5.28.050 of the Municipal, which establishes the in-lieu fee for such development.

Although the proposed Project includes approximately 6,650 square feet of private open space,, including a small passive recreation area with benches and a tot lot, the project would be subject to the payment of the park in-lieu fee requirements. Because the project is located within a specific plan area and, furthermore, because the density of 19 dwelling units per acre falls within the range of 15 to 25 dwelling units per acre, the project applicant is subject to payment of \$3,628.00 per dwelling unit. Payment of the applicant in-lieu fee will ensure that potential impacts to parks and recreational facilities would be less than significant. No mitigation measures are required.

4.14(a)(5) Other public facilities?

Less than Significant Impact. Library service is available through the Placentia Public Library located at 411 East Chapman Avenue. As indicated previously, the proposed Project would result in the generation of new students and residents within the community that could create a small additional demand for library services when compared to that associated with the five existing dwelling units on the site. However, the potential increase in residents in the City is not anticipated to result in significant adverse impacts on the existing library services and facilities and/or other public services provided by the City due to the availability and accessibility of electronic library services, which reduce the need and demand for library facilities.

Cumulative Impacts

Project implementation would result in "in fill" development within an area of the City that is urbanized. The area in which the project is located is currently provided with adequate public services, including fire and police protection and related services. The proposed Project would not substantially affect the existing level of public services provided in the area. Therefore, no significant cumulative impacts will occur.

Standard Conditions

- | | |
|-----------|--|
| SC 4.14-1 | Prior to the issuance of any building permits, the project plans shall be subject to review and approval by the Orange County Fire Authority for compliance with all applicable OCFA standard conditions, including those for access, water supply and pressure, built-in fire protection systems, road grades and width, building materials, etc. |
| SC 4.14-2 | Prior to the issuance of any building permits, the project plans shall be subject to review and approval by the Placentia Police Department to ensure that it is designed in accordance with all applicable requirements of the Police Department, including but not limited to parking, security, lighting, and access. |

⁴California Department of Finance, Table E-5 – County and State Population and Housing (2014).

SC 4.14-3 Prior to issuance of the building permit, the applicant shall pay the applicable developer fee pursuant to SB 50 to the Placentia-Yorba Linda Unified School District.

SC 4.14-4 Prior to issuance of the building permit, the applicant shall pay the applicable park in-lieu fee as prescribed in Section 5.28.050 of the Placentia Municipal Code.

Mitigation Measures

No significant impacts to public services are anticipated as a result of project implementation. No mitigation measures are required.

4.15 RECREATION

<i>Would the project:</i>	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?			■	
b. Does the project include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?			■	

Impact Analysis

4.15(a) *Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?*

Less than Significant Impact. The City of Placentia Community Services Department, which is responsible for maintaining parks and recreation facilities in the City, offers a wide variety of recreation, sports and cultural activities, senior programs, services, and events for all age groups. Implementation of the proposed Project will result in the generation of approximately 31 residents based on an average population per household of 3.13 persons as estimated by the California Department of Finance in 2014. The addition of 31 residents (a “net” increase of 15 residents because there are five existing, occupied homes on the site) would not significantly result in the physical deterioration of any existing park and recreational amenity. Furthermore, the project has been designed to incorporate private open space that includes a small passive recreation area with a total lot as well as an outdoor dining area. In addition, as previously indicated, the proposed Project will be subject to the payment of in-lieu park fees pursuant to Chapter 22.54 of the Placentia Municipal Code (Parks and Recreation Dedication Fees), which addresses parks and recreation facilities dedications for residential development. Specifically, if parkland has been designated within the property to be developed, the applicant is required to dedicate or set aside land adequate to serve the proposed development. However, if a park site is not designated on the property, the applicant must be the in-lieu park fee pursuant to Section 5.28.050. Payment of the applicable park in-lieu fees will offset potential impacts to recreation facilities.

4.15(b) Does the project include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?

Less than Significant Impact. As indicated above, the proposed Project has been designed to include a recreation area located in the central portion of the subdivision (refer to Exhibit 2-3 – Conceptual Site Plan). This recreation/open space encompasses passive amenities that include an open turf area, a tot lot and benches, and outdoor dining facilities to serve residents of the proposed condominiums. Nonetheless, individual development projects, including the proposed Project, would be subject to the payment of fees in lieu of dedication of parkland, based on 2.5 acres per 1,000 persons for new residential development. The fees paid by the project applicant would help to reduce potential impacts of residential development on parks and recreational facilities. Implementation of the private recreation facilities, which have been analyzed along with the proposed residential component, would not result in any potentially significant effect on the environmental effects on the environment. Thus, with the implementation of the private recreation amenities and the payment of the in-lieu park fees, no significant recreation impacts will occur; no mitigation measures are required.

Cumulative Impacts

Although the proposed Project includes residential development that would create a demand for recreational amenities in the City resulting from the increase in population, the project will be subject to park dedication fees to address the incremental demand for recreational facilities and service. Therefore, with the payment of the park fees, project implementation would not result in any additional significant cumulative impacts to existing or future recreational facilities within the City.

Standard Conditions

Payment of the in-lieu park fees (refer to SC 4.14-4) will ensure that project-related demands for parks and recreation facilities are adequately addressed.

Mitigation Measures

With the implementation of SC 4.14.4 (payment of park in-lieu fees), project-related impacts to the City's parks and recreational facilities will be reduced to a less than significant level. No significant impacts will occur.

4.16 TRANSPORTATION/TRAFFIC

<i>Would the project:</i>	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit??			■	
b. Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?			■	

<i>Would the project:</i>	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
c. Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?				■
d. Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?			■	
e. Result in inadequate emergency access?			■	
f. Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?			■	

Impact Analysis

4.16(a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?

Less than Significant Impact. Project implementation will result in the demolition of the five existing single-family detached residential dwelling units on the site and the construction of 10 condominium units. At the present time, the five residential dwelling units generate approximately 48 trips per day (9.52 trips/dwelling unit x 5 dwelling units).⁵ However, the 10 proposed condominium units would generate a total of about 57 trips per day (5.72 trips/dwelling units x 10 dwelling units).⁶ The increase of nine trips per day over the existing traffic volumes estimated for the five homes occupying the site would not result in potentially significant impacts to either the roadway segments or intersections in the project area. However, it is possible that heavy truck traffic generated by the demolition and construction activities could potentially create some minor delays for residents in the immediate vicinity of the site. Although the potential delays would not be significant, it is recommended that a demolition and construction management plan be prepared and implemented to minimize delays for local area drivers (refer to MM 4.16-1).

4.16(b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?

Less than Significant Impact. The traffic impact analysis prepared for the proposed Project is consistent with the requirements and procedures outlined in the current *Orange County Congestion Management Program (CMP)*. The CMP requires that a traffic impact analysis be conducted for any project generating 2,400 or more daily trips, or 1,600 or more daily trips for projects that directly access the CMP Highway System (HS). In accordance with the CMP guidelines, this number is based on the desire to analyze any impacts that will be three (3) percent or more of the existing CMP highway system facilities' capacity. However, the proposed Project is expected to generate only 57 daily trips (i.e., a net increase of nine trips per day) and, thus, does not meet the criteria required for a CMP traffic analysis. Therefore, it is concluded that the proposed Project will not have any significant traffic impacts on the Congestion Management Program Highway System. No mitigation measures are required.

⁵Trip Generation, 9th Edition, Institute of Transportation Engineers; Washington, D.C. (2012).

⁶*Ibid.*

4.16(c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?

No Impact. As discussed in Section 4.8(e), the project site is not located within the FAA Part 77 Notification Area of any existing airport. As a result, project implementation would not result in any changes in air traffic patterns, either at Fullerton Municipal Airport, located 11 miles west of the project, or John Wayne Airport, located approximately 15 south of the site. Therefore, project implementation will not result in a change to air traffic patterns at the airport. No significant impacts are anticipated and no mitigation measures are required.

4.16(d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

Less than Significant Impact. The on-site circulation layout of the proposed Project, based upon the conceptual site plans, on an overall basis is adequate. Implementation of the proposed Project would not result in inadequate design features or incompatible uses. The project will be reviewed by the City to determine the appropriate land use permit for authorizing its use and the conditions for their establishment and operation. At a minimum, compliance with relevant Municipal Code standards would be required. The project will also be evaluated to ensure that adequate access and circulation to and within the development would be provided. Access to the site must comply with all City design standards and would be reviewed by the City, including the Placentia Police Department, and the Orange County Fire Authority to ensure that inadequate design features or incompatible uses do not occur. The City and the Orange County Fire Authority would review the development plans for proposed Project in order to ensure that it is designed to meet adopted standards and provide adequate emergency access. Therefore, implementation of the proposed Project would not result in significant impacts involving inadequate design features or incompatible uses.

4.16(e) Result in inadequate emergency access?

Less than Significant Impact. Primary access to the Project site will be provided via proposed full-access driveway on Spruce Street. As indicated above, the proposed Project would be required to comply with the City's development review process including review for compliance with the City's Zoning Code. The proposed development would be required to comply with all applicable fire code and ordinance requirements for construction and access to the site. Individual projects would be reviewed by the Orange County Fire Authority to determine the specific fire requirements applicable to the specific development and to ensure compliance with these requirements. This would ensure that new developments would provide adequate emergency access to and from the site. Further, the City and the Orange County Fire Authority would review any modifications to existing roadways to ensure that adequate emergency access or emergency response would be maintained. Additionally, emergency response and evacuation procedures would be coordinated through the City in coordination with the police and fire departments, resulting in less than significant impacts. Compliance with the requirements prescribed in the applicable codes and ordinances will ensure that no potentially significant impacts to emergency access would occur.

4.16(f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?

Less than Significant Impact. The project site is located on Spruce Street, north of Orangethorpe Avenue, which is an arterial roadway in Placentia. The City of Placentia is currently served by local and regional bus service by the Orange County Transportation Authority (OCTA). OCTA Route 30 provides bus service between Cerritos and Anaheim Hills via Orangethorpe Avenue. In addition, OCTA Route 71 provides service from Yorba Linda to Balboa via Rose Drive/Tustin Avenue, Redhill Avenue and Newport Boulevard. Both of these routes provide serve in the vicinity of the proposed Project. Project implementation would not result in any potentially significant impact either to public transit or existing bicycle and/or pedestrian facilities. No mitigation measures are required.

Cumulative Impacts

The small, incremental increase in traffic generated by the proposed Project (i.e., 57 trips per day versus 48 trips per day for the existing five homes) would not result in any potentially significant cumulative impacts at any of the intersections in the project area. The project would not add significantly to the peak hour traffic at any signalized or unsignalized intersection in the project. As a result, potential project-related cumulative traffic impacts would be less than significant.

Standard Conditions

No standard conditions are required.

Mitigation Measures

Although no significant traffic impacts would occur, the following mitigation is recommended to minimize potential delays in the vicinity of the project caused by heavy truck traffic during the demolition and construction phases:

- MM 4.16-1 Prior to issuance of the demolition permit, the applicant shall prepare a Demolition and Construction Management Plan for approval by the Public Works Department, which shall address issues pertaining to potential traffic conflicts during peak traffic periods, potential displacement of on-street parking, and safety. This plan shall identify the proposed construction staging area(s), construction crew parking area(s), estimated number and types of vehicles that will occur during each phase, the proposed arrival/departure routes and operational safeguards (e.g. flagmen, barricades, etc.) and hourly restrictions, if necessary, to avoid traffic conflicts during peak traffic periods and to ensure safety.

4.17 UTILITIES AND SERVICE SYSTEMS

<i>Would the project:</i>	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?			■	
b. Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?			■	
c. Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?			■	
d. Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?			■	
e. Result in a determination by the wastewater treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?			■	
f. Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal			■	

<i>Would the project:</i>	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
needs?				
g. Comply with federal, state, and local statutes and regulations related to solid waste?			■	

Impact Analysis

4.17(a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?

Less than Significant Impact. The Orange County Sanitation District (OCSD) has two operating facilities (Reclamation Plant No. 1 and Treatment Plant No. 2) that treat wastewater from residential, commercial, and industrial sources in central and northwest Orange County. Reclamation Plant No. 1 and Treatment Plant No. 2 are constructed together to treat 372 mgd of primary treated wastewater and 332 mgd of secondary treated wastewater. Fiscal Year 2011-2012 average daily ocean discharge under dry weather conditions was 207 mgd without (and 152 mgd with) reclamation.⁷

Implementation of the proposed Project would result in an increase of residential sewage generated by the 10 single-family attached residential condominium dwelling units. Based on a wastewater flow coefficient utilized to estimate wastewater generation by the OCSD of 5,474 gallons/acre for medium-high density residential development (17-25 du/ac),⁸ the proposed Project would generate approximately 2,846 gallons of raw sewage per day (i.e., 5,474 gallons/acre x 0.52 acre). However, the project site is occupied by five single-family residential dwelling units, which generate 1,794 gallons per day of raw sewage based on the OCSD sewage rate of 3,451 gallons/acre for medium density (7-15 du/ac)⁹ residential development. Therefore, project implementation would result in a net increase of approximately 1,052 gallons per day of raw sewage. Existing sewer facilities in the project area include an 8-inch sewer main in the alley on the east side of the project site. Sewage generated by the proposed Project would be conveyed to the existing 8-inch main and ultimate into an OCSD trunk facility before reaching the treatment plant.

Project implementation would result in a relatively small increase, the increase in raw sewage generated by the proposed use assuming either generation factor would neither exceed the treatment plant's capacity to accommodate the project nor exceed the existing treatment requirements imposed on the OCSD by the Regional Water Quality Control Board. The raw sewage generated by the proposed Project would be residential in nature and would not contain constituents that would affect the waste discharge requirements imposed on the treatment plant. The addition in sewage would be treated in accordance with the current treatment requirements. No significant impacts would occur and no mitigation measures are required.

4.17(b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?

Less than Significant Impact. As indicated above, there is approximately 41 mgd of excess primary treatment capacity at Treatment Plant No. 2 in Huntington Beach. The OCSD has indicated that no deficiencies exist within their facilities serving the City of Placentia and anticipates that available capacity would be available to serve the proposed Project. As a result, project implementation would not require the construction of any new water

⁷California Regional Water Quality Control Board – Santa Ana Region; Order No. R8-2012-0035, NPDES No. CA0110604; Waste Discharge Requirements and National Pollutant Discharge Elimination System for Orange County Sanitation District; Reclamation Plant No. 1 and Treatment Plant No. 2 (June 18, 2012).

⁸Orange County Sanitation District density category.

⁹Ibid.

or wastewater treatment facilities or the expansion of the existing facilities in Fountain Valley. No significant impacts are anticipated and no mitigation measures are required.

4.17(c) *Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?*

Less than Significant Impact. The change in the amount of impervious surfaces could affect the ability of the existing storm drainage facilities in the project area to accommodate and convey the post-development runoff. However, the site is currently developed with five single-family detached dwelling units. Redevelopment of the site will result in the demolition of the existing homes followed by the construction of 10 single-family-attached condominium units in two buildings. Post-development surface runoff would increase as a result of the a small increase in impervious area; however, the project has been designed to direct post-development surface flows to two existing storm drain features located in the alley and drive aisle to the east and west, respectively, which would convey the surface runoff to the storm drain facilities in Spruce Street. The small increase in runoff would not require the construction of new off-site conveyance facilities. Potential impacts are anticipated to be less than significant and no mitigation measures are required.

4.17(d) *Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?*

Less than Significant Impact. Water in the City of Placentia is provided by Golden State Water Company. Three water systems serve the Placentia Customer Service Area. Water delivered to customers in the Cowan Heights, Placentia, and Yorba Linda systems is a blend of groundwater pumped from the Orange County Groundwater Basin, and imported water from the Colorado River Aqueduct and the State Water Project (imported and distributed by Metropolitan Water District of Southern California). A water main exists in Spruce Street that serves not only the five existing single-family residential dwelling units but the adjacent single-family attached residential condominiums and other development on Spruce Street. The average monthly residential water usage in Golden State Water's Region 3 Service Area is approximately 1,200 cubic feet (8,976 gallons), which equates to approximately 300 gallons per day per dwelling unit. Based on that daily average demand, the existing homes current demand approximately 1,500 gallons per day. Redevelopment of the property with the 10 condominium units would create an additional demand for 1,500 gallons per day for a total demand estimated to be 3,000 gallons per day. It is anticipated that the increase in the number of dwelling units, which would create an additional demand for domestic water, would be less than significant. Potential project-related impacts to domestic water supplies and anticipated to be less than significant and no mitigation measures are required. However, the project would comply with Title 24 requirements related to water conservation, which would reduce water consumption.

4.17(e) *Result in a determination by the wastewater treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?*

Less than Significant Impact. Similar to water supply discussed above, project implementation will result in the development of 10 single-family attached residential condominium dwelling units on the subject property, which would be in excess of the number of dwelling units currently existing on the project site. However, as indicated in Section 4.17(a), the proposed residential development would result in an increase of approximately 1,052 gallons of raw sewage per day over the amount estimated to be generated by the existing single-family homes on the site. As indicated in Section 4.18(d), there is adequate capacity at the existing treatment facilities to accommodate the minor increase in raw sewage generated by the 10 condominiums. Because the proposed Project is consistent with the density allocation prescribed in SP-7, it would be consistent with the design capacities of the Sanitation Districts' wastewater treatment facilities and a less than significant impact would occur; no mitigation measures are required.

4.17(f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?

Less than Significant Impact. OC Waste & Recycling, which is responsible for operating and maintaining sanitary landfills in the County, operates three landfills in the County: Frank R. Bowerman Landfill in Irvine; Olinda Landfill in Brea; and Prima Deshecha Landfill in San Juan Capistrano. Olinda Landfill is the facility closest to the City of Placentia. This 565-acre landfill has a permitted to accept 8,000 tons of solid waste per day and is currently accepting 5,000 tons per day (tpd). Although Olinda Landfill is expected to close in 2030, the remaining life of the landfill is evaluated annually. Frank R. Bowerman Landfill is permitted to receive a daily maximum of 11,500 tons per day. This landfill, which opened in 1990 and is scheduled to close in approximately 2053, encompasses approximately 725 acres with 534 acres that are permitted for refuse disposal. The landfill opened in 1990 and is scheduled to close in approximately 2053. Prima Deshecha Landfill is approximately 1,530 acres, including 699 acres that are permitted for refuse disposal. The landfill was opened in 1976 and is scheduled to close in approximately 2067. Prima Deshecha Landfill is permitted to accept up to 4,000 tons of waste per day.

Future development, including the proposed Project, would be reviewed on a project-by-project basis by the City of Placentia. Solid waste impacts would be evaluated based on existing and planned disposal facilities and capacities available. Based on a solid waste generation rate of 12.23 pounds per day per dwelling unit,¹⁰ the proposed Project would generate 122.3 pounds of solid waste per day, compared to 61.15 pounds per day currently generated by the five existing homes occupying the site. This small, incremental increase in solid waste would not constitute a significant impact. All development projects would be required to comply with Federal, State, and local statutes and regulations related to solid waste. Pursuant to AB 939, every city and county in the State is required to divert 50 percent of solid waste generated in its jurisdiction away from landfills. Implementation of source reduction measures, such as recycling and converting waste to energy, that would be implemented on a project-by-project basis would serve to divert solid waste away from landfills. The County currently has adequate landfill capacity to accommodate the incremental increase in residential development on the site. No significant impacts are required and no mitigation measures are required.

4.17(g) Comply with federal, state, and local statutes and regulations related to solid waste?

Less than Significant Impact. The City of Placentia is required to comply with AB939, which requires reducing the amount of solid waste by 50 percent. Site development will be subject to the requirements established in the City's Source Reduction and Recycling Element (SRRE) that reflect the manner in which solid waste reduction will occur. Compliance with the SRRE will ensure that such reductions occur, not only at the project site but also throughout the City of Placentia. It is possible that some of the demolition debris generated by the proposed single-family attached residential condominium development could be recycled, which would result in a reduction in the amount of construction debris that would be landfilled. Therefore, no significant impacts are anticipated to occur as a result of project implementation.

Cumulative Impacts

Project implementation will create a demand for domestic water and would generate both raw sewage and refuse; however, the project is consistent with the long-range plans and policies adopted for the subject site and would not create demands for water or generate sewage and/or refuse that exceed what is anticipated as a result of development that is consistent with those plans. Therefore, because demand and generation rates associated with the proposed Project can be accommodated by the existing infrastructure, their potential cumulative impacts would be less than significant.

¹⁰OC Waste & Recycling.

Standard Conditions

SC 4.17-1 The project shall comply with Title 24 energy and water conservation requirements.

Mitigation Measures

Implementation of the proposed Project would not result in any potentially significant impacts to utilities, including sewer facilities, water facilities, and/or solid waste facilities. No mitigation measures are required.

4.18 MANDATORY FINDINGS OF SIGNIFICANCE

<i>Would the project:</i>	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?			■	
b. Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?			■	
c. Does the project have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly?		■		

Impact Analysis

4.18(a) *Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?*

Less than Significant Impact. Although the proposed Project does not meet the minimize lot size as prescribed in SP-7 (i.e., zoning), it is consistent with the General Plan land use designation and the density parameters prescribed in that document. The project site been impacted by past activities that have modified the existing site features in order to accommodate the existing dwelling units that occupy the site. Project implementation will not result in the loss of any sensitive habitat or species. Further, no cultural or scientific resources are known to be located on the site and no known important historic resources would be adversely affected by the Project. Because the project is located in an urbanized area and is devoid of native habitat and does not support sensitive species of either plant or animals, project implementation will not substantially reduce the habitat of fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant

or animal, or eliminate important examples of major periods of California history or prehistory. Nonetheless, implementation of the project will result in the redevelopment of the site from a single-family detached residential use to a single-family attached residential (condominium) use. As a result of such redevelopment, it is anticipated that future traffic volumes associated with the proposed land use would increase only slightly (i.e., 9 additional trips/day) over that generated by the existing five homes. As a result no significant traffic impacts are anticipated. Similarly, increases in air pollutant emissions that contribute to the degradation of the ambient air quality would be less than significant. Finally, potential demands for public services and utilities and increases in noise levels that could affect the ambient noise levels in the project area would also be less than significant based on the analysis presented in the preceding assessment of the project.

4.18(b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?

Less than Significant Impact. Because the subject property has been substantially altered as a result of development that has occurred, no native habitat or other important or sensitive species and/or cultural/scientific resources would occur. Furthermore, implementation of the proposed Project would not result in significant cumulative impacts. In particular, incremental traffic, noise and air quality impacts would not exceed significance thresholds identified either by the City of Placentia or other adjacent municipality and/or responsible agency in the project area. Project-related impacts would not contribute significant to the cumulative degradation of the environment. Therefore, the proposed Project does not have the potential to generate other project-related impacts that may be cumulatively considerable.

4.18(c) Does the project have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly?

Less than Significant with Mitigation Incorporated. Construction and operation of the proposed Spruce Street Condominium Project is consistent with the Placentia General Plan and zoning adopted for the subject property and all applicable plans and programs. Although the preliminary analysis of the proposed Project concluded that potentially significant impacts may occur that could cause substantial adverse effects on human beings, including geology and soils, compliance with standard conditions prescribed by the City of Placentia and incorporation of mitigation measures that have been prescribed in this initial study will ensure that the potentially significant impacts will be reduced to a less than significant level. Therefore, project implementation will not have environmental effects that would cause substantial direct or indirect adverse effects.

4.19 REFERENCES

The following references were utilized during preparation of this Initial Study. These documents are available for review at the City of Placentia, 401 East Chapman Avenue, Placentia, California 92780.

Placentia General Plan
Housing Element
Land Use Element
Recreation Element

Placentia Municipal Code

Geotechnical Proposed Condominium Project, 1550 – 1568 Spruce Street, Placentia, CA; Advanced Geotechnical Solutions, Inc. (March 10, 2014).

East Placentia Specific Plan (SP-7); Michael Brandman Associates, Inc.; January 1989.

Placentia Historical Survey; City of Placentia; 2002.

4.20 REPORT PREPARATION PERSONNEL

City of Placentia (Lead Agency)

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Placentia, CA 92870
(714) 562-3616

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Keeton Kreitzer Consulting (Environmental Analysis)

P. O. Box 3905
Tustin, CA 92781-3905
(714) 665-8509

Mr. Keeton K. Kreitzer, Principal

Giroux & Associates

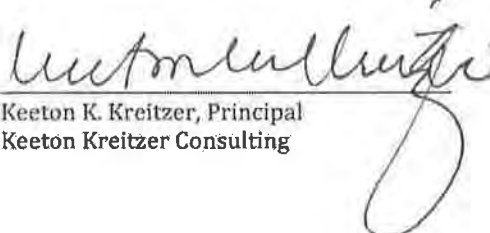
Mr. Hans Giroux, Principal

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5.0 CONSULTANT RECOMMENDATION

Based on the information and environmental analysis contained in Section 3.0, *Initial Study Checklist*, and Section 4.0, *Environmental Analysis*, it is concluded that the proposed Spruce Street Condominium Project could have a significant effect on the environmental issues analyzed. However, where such potentially significant impacts have been identified, mitigation measures have been prescribed to reduce those impacts to a less than significant level. Therefore, it is recommended that the second category in Section 6.0 (Lead Agency Determination) be selected for the City's determination and that the City of Placentia prepare a Mitigated Negative Declaration for the proposed Project.

3.18.15
Date


Keeton K. Kreitzer, Principal
Keeton Kreitzer Consulting

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6.0 LEAD AGENCY DETERMINATION

On the basis of this initial evaluation:

I find that the proposed use **COULD NOT** have a significant effect on the environment, and a **NEGATIVE DECLARATION** will be prepared.

☐

I find that although the proposal could have a significant effect on the environment, there will not be a significant effect in this case because the mitigation measures described in Section 4.0 have been added. A **MITIGATED NEGATIVE DECLARATION** will be prepared.

☒

I find that the proposal **MAY** have a significant effect on the environment, and an **ENVIRONMENTAL IMPACT REPORT** is required.

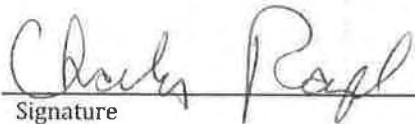
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I find that the proposal **MAY** have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets, if the effect is a "potentially significant impact" or "potentially significant unless mitigated." An **ENVIRONMENTAL IMPACT REPORT** is required, but it must analyze only the effects that remain to be addressed.

☐

I find that the proposal could have a significant effect on the environment, because all potentially significant effects a) have been adequately analyzed in an earlier EIR or **NEGATIVE DECLARATION** pursuant to applicable legal standards, and b) have been avoided or mitigated pursuant to that earlier EIR or **NEGATIVE DECLARATION**, including revisions or mitigation measures that are imposed upon the proposed Project, nothing further is required.

☐


Signature

Charles Rangel, Contract Senior Planner
Printed Name/Title

City of Placentia
Agency

3-18-15
Date

Mitigation Monitoring and Reporting Program

Spruce Street Condominiums Project Placentia, CA

PDF/SC/MM No.	Standard Condition /Mitigation Measure	Method of Verification	Timing of Implementation	Responsibility
Aesthetics				
SC 4.1-1	The residential development shall be required to comply with the lighting standards prescribed in SP-7, which include:			
	All onsite lighting systems shall use architectural standards and devices that provide down-lighting and lighting that is shielded from abutting public streets, residential areas, or adjoining properties.			
	Exterior pole and wall-mounted lighting shall be high-pressure sodium.			
	Lighting shall be indirect and subtle. Overhead pole-mounted mixtures that direct light downward shall be used.			
	Parking areas, access drives and internal vehicular circulation areas shall have sufficient illumination for safety and security. The parking lot illumination level shall achieve a uniformity ratio of 2 to 1 (average to minimum) with a maintained average of 1-foot candle and a minimum of 0.3 foot-foot candle.	Plan Check	Prior to Issuance of Building Permit	Public Works Engineering Planning
	Outdoor pedestrian use areas (courtyards, entryways, walkways, etc.) shall have sufficient illumination for safety and security. Primary pedestrian use area lighting should achieve a uniformity ratio of 3.5 to 1 average illumination of 0.60-foot candle and a minimum of 0.18-foot candle.			
	Serviced area lighting shall be contained within the service yard boundaries and enclosure walls. No light spillover is allowed.			
	All exterior building lights shall be integrated into the design of a building.			
Air Quality				
SC 4.3-1	The project applicant will comply with SCAQMD Rule 1113 on the use of architectural coatings. Emissions associated with architectural coatings should be reduced by using pre-	Monitoring	During Grading and Construction	Development Services/Planning

PDF/SC/MM No.	Standard Condition /Mitigation Measure	Method of Verification	Timing of Implementation	Responsibility
	coated/natural colored building materials using water-based or low-VOC (volatile organic compounds) coating and using coating transfer or spray equipment with high transfer efficiency (or using manual application methods). The project applicant shall comply with regional rules that assist in reducing short-term air pollutant emissions. SCAQMD Rule 403 requires that fugitive dust be controlled with best available control measures so that the presence of such dust does not remain visible in the atmosphere beyond the property line of the emission source. In addition, SCAQMD Rule 402 requires implementation of dust suppression techniques to prevent fugitive dust from creating a nuisance off site. Applicable dust suppression techniques from Rule 403 are summarized below, which shall be implemented as determined feasible.			
SC 4.3-2	Applicable Rule 403 Measures: • Apply non-toxic chemical soil stabilizers according to manufacturers' specifications to all inactive construction areas (previously graded areas inactive for ten days or more). • Water active sites at least twice daily (locations where grading is to occur will be thoroughly watered prior to earth moving). • All trucks hauling dirt, sand, soil, or other loose materials are to be covered. • Pave construction access roads at least 100 feet off to the side from main road. • Traffic speeds on all unpaved roads shall be reduced to 15 mph or less. Additional dust suppression measures in the SCAQMD CEQA Air Quality Handbook are included as part of the project's standard conditions. • Revegetate disturbed areas as quickly as possible. • All excavating and grading operations shall be suspended when wind speeds (as instantaneous gusts) exceed 25 mph. • All streets shall be swept a minimum of at least once a day (or more if required by the Public Works Director or Chief Building Official) if visible soil materials are carried to adjacent streets (recommend water sweepers with reclaimed water). • Install wheel washers where vehicles enter and exit unpaved roads onto paved roads, or wash trucks and any equipment leaving the site each trip. Water shall be kept on-site and not allowed to run into the street system.	Monitoring	During Grading and Construction	Public Works Engineering Development Services Planning

PDF/SC/MM No.	Standard Condition /Mitigation Measure	Method of Verification	Timing of Implementation	Responsibility
	- All on-site roads shall be paved as soon as feasible, watered periodically, or chemically stabilized. - The area disturbed by clearing, grading, earthmoving, or excavation operations shall be minimized at all times. - The Construction Contractor should select the construction equipment used on site based on low emission factors and high energy efficiency. The Construction Contractor shall ensure that construction grading plans include a statement that all construction equipment will be tuned and maintained in accordance with the manufacturer's specifications. Proof of maintenance shall be provided to the Chief Building Official prior to equipment being brought on-site. - The Construction Contractor should utilize electric or diesel powered equipment in lieu of gasoline powered engines where feasible. - The Construction Contractor should ensure that construction grading plans include a statement that indicates work crews will shut off equipment when not in use. During smog season (May through October), the overall length of the construction period will be extended, thereby decreasing the size of the area prepared each day, to minimize vehicles and equipment operating at the same time. - The Construction Contractor should time the construction activities so as to not interfere with peak hour traffic and minimize obstruction of through traffic lanes adjacent to the site; if necessary, a flagger shall be retained to maintain safety adjacent to existing roadways. - The Construction Contractor should support and encourage ridesharing and transit incentives for the construction crew.			
Cultural Resources				
SC 4.5-1	During excavation and grading activities of any future development project, if archaeological resources are discovered, the project contractor shall stop all work and shall retain a qualified archaeologist to evaluate the significance of the finding and appropriate course of action. Salvage operation requirements pursuant to Section 15064.5 of the CEQA Guidelines shall be followed and the treatment of discovered Native American remains shall comply with State codes and regulations of the Native American Heritage Commission.	Monitoring	During Grading	Development Services Planning
SC 4.5-2	Paleontological resources found prior to or during construction shall be evaluated by a qualified paleontologist, and appropriate mitigation measures applied, pursuant to Section 21083.2 of CEQA, before the resumption of development activities. Any measures applied shall include the preparation of a report meeting accepted industry standards.	Monitoring	During Grading	Development Services Planning

PDF/SC/MM No.	Standard Condition/Mitigation Measure	Method of Verification	Timing of Implementation	Responsibility
SC 4.5-3	In the event of the discovery of a burial, human bone, or suspected human bone, all excavation or grading in the vicinity of the find shall halt immediately and the area of the find shall be protected and the project applicant shall immediately notify the Orange County Coroner of the find and comply with the provisions of the California Health and Safety Code Section 7050.5, including P.R.C. Section 5097.98, if applicable. In the event that human remains are determined to be Native American human remains, the applicant shall consult with the Most Likely Descendant to determine the appropriate treatment for the Native American human remains.	Monitoring	During Grading	Development Services Planning
Geology and Soils				
SC 4.6-1	The project shall comply with all applicable City Building Code requirements as stipulated in Chapter 20.04 of the City's Municipal Code as well as those prescribed in the California Building Code (CBC).	Plan Check	Prior to Issuance of Building Permit	Development Services Building and Safety
SC 4.6-2	All activities associated with the implementation of the proposed 10-unit condominium project shall comply with Section 24.40.050 (Grading and Excavation Code) and all other applicable development requirements prescribed by the City.	Plan Check	Prior to Issuance of Grading Permit	Development Services Building and Safety
MM 4.6-1	The project applicant shall implement all applicable design recommendations presented in Section 7.0 (Earthwork Recommendations) and Chapter 8.0 (Design Recommendations) of the Geotechnical Investigation prepared by Advanced Geotechnical Solutions, Inc. in order to address the adverse soils and geotechnical constraints identified for the project, including earthquakes, liquefaction, compressibility, expansive soils, and structural design of the project.	Plan Check	Prior to Issuance of Grading Permit	Development Services Public Works Engineering Building and Safety
Hazards and Hazardous Materials				
MM 4.8-1	Prior to the issuance of a demolition permit, an asbestos survey shall be conducted at each of the onsite structures. The asbestos survey must be overseen by a California-Certified Asbestos Consultant. The results of this survey should provide a description of the asbestos-containing materials, their locations, estimated quantity, and recommendations for removal, containment, and off-site transportation and disposal.	Survey	Prior to Issuance of Demolition Permit	AQMD Development Services Building and Safety
MM 4.8-2	Prior to issuance of a demolition permit, onsite building structures (with the exception of the childcare building and portable classroom buildings) shall be assessed for the possible presence of lead-based paint. This study must be conducted by trained and/or licensed professionals. The results of this study should provide a description of the lead-based paint locations, estimated quantity, and recommendations for removal, containment, and off-site transportation and disposal.	Survey	Prior to Issuance of Demolition Permit	Development Services Building and Safety

PDF/SC/MM No.	Standard Condition/Mitigation Measure	Method of Verification	Timing of Implementation	Responsibility
Hydrology and Water Quality				
SC 4.9-1	BMPs shall be implemented during construction that are prescribed by the City of Placentia as a standard condition that minimize the potential for erosion and control sediment/runoff.	Plan Check	Prior to Issuance of Grading Permit	Public Works Engineering
Noise				
SC 4.12-1	In accordance with Section 23.81.170 of the Placentia Municipal Code that regulates construction hours, noise sources associated with construction grading of any real property shall only occur between the hours of 7:00 a.m. and 7:00 p.m. Monday through Friday and between the hours of 9:00 a.m. and 6:00 p.m. on Saturday. Construction is prohibited on Sunday or a Federal holiday.	Monitoring	During Demolition, Grading and Construction	Development Services Planning
MM 4.12-1	Prior to the issuance of a grading permit, the applicant shall prepare and submit a construction noise mitigation plan that includes measures that will reduce construction noise to the extent practicable where construction activity occurs in the areas adjacent to existing homes. The plan shall include but not be limited to the use of smaller construction equipment and notification of potentially affected residents and duration of adjacent activities when heavy equipment will be used.	Noise Mitigation Plan	Prior to Issuance of Grading Permit	Development Services/Planning
MM 4.12-2	During construction, only small bulldozers shall be permitted to operate within in close proximity of the nearest residences. In addition, the following construction practices shall be employed: • Stockpiling and staging activities must be located as far as practicable from dwellings. • All mobile equipment shall have properly operating and maintained mufflers.	Monitoring	During Grading and Construction	Development Services Building and Safety
Public Facilities				
4.14-1	Prior to the issuance of any building permits, the project plans shall be subject to review and approval by the Orange County Fire Authority for compliance with all applicable OCFA standard conditions, including those for access, water supply and pressure, built-in fire protection systems, road grades and width, building materials, etc.	Plan Check	Prior to Issuance of Building Permit	OCFA
4.14-2	Prior to the issuance of any building permits, the project plans shall be subject to review and approval by the Placentia Police Department to ensure that it is designed in accordance with all applicable requirements of the Police Department, including but not limited to parking, security, lighting, and access.	Plan Check	Prior to Issuance of Building Permit	Placentia Police Department
4.14-3	Prior to issuance of the building permit, the applicant shall pay the applicable developer fee pursuant to SB 50 to the Placentia-Yorba Linda Unified School District	Fee Payment	Prior to Issuance of Building Permit	Development Services Planning

PDF/SC/MM No.	Standard Condition/Mitigation Measure	Method of Verification	Timing of Implementation	Responsibility
4.14-4	Prior to issuance of the building permit, the applicant shall pay the applicable park in-lieu fee as prescribed in Section 5.28.050 of the Placentia Municipal Code.	Fee Payment	Prior to Issuance of Building Permit	Development Services Community Services
Transportation/Traffic				
SC 4.16-1	Prior to issuance of the demolition permit, the applicant shall prepare a Demolition and Construction Management Plan for approval by the Public Works Department, which shall address issues pertaining to potential traffic conflicts during peak traffic periods, potential displacement of on-street parking, and safety. This plan shall identify the proposed construction staging area(s), construction crew parking area(s), estimated number and types of vehicles that will occur during each phase, the proposed arrival/departure routes and operational safeguards (e.g. flagmen, barricades, etc.) and hourly restrictions, if necessary, to avoid traffic conflicts during peak traffic periods and to ensure safety.	Plan Check	Prior to Issuance of Demolition Permit	Development Services Building and Safety
Utilities				
SC 4.17-1	The project shall comply with Title 24 energy and water conservation requirements.	Plan Check	Prior to Issuance of Building Permit	Development Services Building and Safety

EXHIBIT "A"

Vesting Tentative Tract Map 17775

HQT Homes

CONDITIONS OF APPROVAL AND STANDARD DEVELOPMENT REQUIREMENTS

SPECIAL CONDITIONS

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

ALL OF THE FOLLOWING CONDITIONS OF APPROVAL SHALL BE FULLY COMPLIED WITH PRIOR TO THE FINAL INSPECTION FOR USE AND OCCUPANCY OF THE PREMISES.

CITY PLANNING DIVISION:

1. The approval of Vesting Tentative Tract Map No. 17775 allows for the construction as described within Development Agreement No. 2015-01 related to 1546 Spruce Street.
2. Approval of Vesting Tentative Tract Map No. 17775 shall not be construed to mean any waiver of applicable and appropriate zoning regulations, or any Federal, State, County, and City of Placentia Municipal Code.
3. Failure to abide by and faithfully comply with any and all conditions attached to this action shall constitute grounds for revocation or amendment of said action by the City of Placentia Planning Commission.
4. Vesting Tentative Tract Map No. 17775 shall expire two (2) years from the date of final approval, if not implemented. Extensions may be considered pursuant to § 22.74.080 of the Placentia Municipal Code.
5. The applicant shall, as a condition of project approval, at its sole expense, defend, indemnify and hold harmless the City, its elected and appointed officials, officers, employees, agents and consultants ("Indemnitees") from any claim, action, proceeding, liability or judgment against the City and Indemnitees 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 attorneys' 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 attorneys' fees to a party challenging such project approval. The City shall retain the right to select its counsel of choice in any action referred to herein. The City agrees to promptly notify the applicant of any such claim filed against the City and to fully cooperate in the defense of any such action.

6. The Director of Development Services (the “Director”) is authorized to approve minor modifications to the approved preliminary plans or any conditions if required by the final engineering or other circumstances not foreseen at the time of project approval and such modifications will achieve substantially the same results as would strict compliance with said plans and conditions.
7. The approved architecture style, Materials Board Exhibit, finish material, and colors shall be as noted in the approved plans. Changes to the facades and/or colors shall be subject to the review and approval of the Director.
8. The units shall consist of the sizes and type as set forth on the approved plans.
9. Prior to the submittal of working drawings, five (5) site plans shall be submitted for the review and certification of the Director of Development Services and shall include the following information:
 - a. All Special Conditions of Approval and Standard Development Requirements of Vesting Tentative Tract Map No. 17775.
 - b. Include any project revisions on the site plan. Additionally, include separate sheets with approved Special Conditions of Approval, Standard Development Requirements.
 - c. Typical cross section views and details through the property and across each property line as directed by the Director of Development Services.
 - d. Full site plan notes, details and dimensions.
 - e. Location of transformers, meters and other aboveground appurtenances, if available at the time of submittal.
10. Prior to the issuance of any building permits, submit the following for the approval of the Director of Development Services:
 - a. Postmaster approval of the location and design of the mailboxes, if applicable.
 - b. Samples of all colors, textures and materials.
 - c. A detailed site plan showing the location where building related-equipment, facilities and materials will be stored during construction.
 - d. A detailed timeline outlining the course of grading/construction work that will take place on the property.

11. Prior to the issuance of building permits, the developer shall submit for City approval a construction staging plan that indicates how safe vehicular and pedestrian access to the site will be maintained for the duration of the construction period. The construction staging plan may include measures such as, but not limited to the following:
 - a. A telephone number and a name of a contact person for registering complaints or comments shall be posted in a clearly visible manner along the perimeter of the site.
 - b. A flag person shall be employed to direct traffic when construction vehicles access the project site and the construction staging area.
 - c. Alternate pedestrian routes to the site shall be clearly delineated with safe access to and from the site.
 - d. If any sidewalk is blocked during construction, alternate routes for pedestrians and bicycles shall be clearly marked with signs approved by the City.
 - e. All access points shall be clearly marked during construction, and if an access point is blocked during construction, a detour sign to an alternate access point shall be clearly posted.
12. Prior to the issuance of the first Certificate of Occupancy, the developer shall have completed the following:
 - a. Approval by the Director of Development Services of an exterior lighting plan showing location, type and design of fixtures and areas of illumination (photometric). Lighting shall neither negatively impact adjacent properties nor the public right-of-way.
 - b. Approval by the Director of Development Services of landscape and irrigation plans.
13. All roof mounted equipment and appurtenances shall be screened as an integral part of the architectural design, subject to the review and approval of the Director of Development Services and the Chief Building Official.
14. Roofing materials shall comply with the City's Roofing Policy on file with the City Building Division.
15. Applicant/builder shall comply with all applicable Water Quality Management Plan (WQMP) requirements and Best Management Practices (BMPs) to control pollutant run-off from the subject site during construction as required and as may be referenced by the Mitigation Measures identified in the Mitigated Negative Declaration for the project. Applicant to provide plan to be approved by the Public Works Department.

Prior to Certificate of Occupancy of the buildings:

- a. All Special Conditions of Approval and Standard Development Requirements shall have been completed and final inspections approved.
 - b. Landscape and irrigation plans shall be approved and on file with the City Building Division and all landscape materials established and irrigation system properly functioning.
16. Project landscape and irrigation plans shall comply with the provisions of Chapter 23.77, Xeriscape of the Placentia Municipal Code.
17. During grading and construction, site shall be regularly sprinkled with water to minimize fugitive dust emissions. Also, compliance shall be required with the permitted working hours as specified in § 23.81.170, Grading, construction and maintenance of real property of the Placentia Municipal Code. Signs shall be posted at all construction entrances to the project site indicating the permitted working days and hours.
18. Applicant shall comply with the City's Noise Control Ordinance, Chapter 23.76 of the Placentia Municipal Code.
19. Applicant/builder is responsible, at its sole cost and expense, to cause all project related cable, telephone, electrical, and other utility services serving the property to be placed underground within the subject site. Prior to the issuance of Certificate of Occupancy, Applicant/builder shall submit a separate utility plan for each such utility service. The utility plan shall indicate the precise location of where all cable, telephone, electrical, and other utility services serving the property will be placed underground within the subject site, as well as the points of connection at the proposed building or buildings on the site and the public right-of-way. Prior to the submittal of the utility plans to the City, the plans shall be reviewed and approved by the utility companies. Evidence of approvals shall be in the form of a signed and dated approval stamp and/or approval letter. Applicant/builder shall provide the City with "as built" plans showing the precise locations where all cable, telephone, electrical, and other utility services serving the property were placed underground within the subject site, as well as the points of connection at the building or buildings on the site and the public right-of-way.
20. Applicant/Builder shall establish a rodent abatement program prior to the commencement of any work on site including grading and demolition of existing structures on the property, or before any other on or off-site work. A detailed description of how this program will work shall be submitted to the City Planning Division for approval prior to obtaining any permits to do work on site-.
21. Prior to the issuance of Certificate of Occupancy ("C of O"), all Special Conditions of Approval and Standard Development Requirements shall have been completed and final inspections approved.
22. The applicant/property owner shall be responsible for maintaining the property, including the landscaped areas, walkways, and all paved surfaces, free from graffiti, debris and

litter at all times. Graffiti shall be removed by the applicant/property owner within 48 hours of defacement and/or upon notification by the City.

23. Applicant shall provide sufficient written notice to adjacent property owners as to the grading and construction schedule of the proposed development of 10 units. Notice shall include a telephone number and a name of a contact person for registering complaints or comments
24. Upon approval of the Project, litter shall be regularly removed from the premises, including adjacent public sidewalks, and from all areas under the control of the applicant.
25. In the event that the Developer needs to remove the existing street tree located in the parkway in front of the site then, prior to issuance of the Certificate for occupancy, the landscape plan shall include a 48 inch box tree, subject to the review and approval of the City Arborist the approved tree shall be installed prior to occupancy.
26. Prior to the or concurrent with recordation of Tract No. 17775, the applicant shall record Conditions, Covenants and Restrictions (CC&R's) on the property to govern the maintenance, repair and improvement of all common areas. The CC&R's shall address, but not be limited to, the landscaping, all utilities, exterior lighting, internal streets and parking, appropriate use of garage for parking, driveways, and walkways. Prior to recording of the CC&R's, the applicant shall submit the CC&R's to the City Attorney for review and approval. The draft CC&R's submitted for review by the City Attorney shall be marked with appropriate legend to indicate which portion thereof is responsive to conditions of approval. A copy of the recorded CC&R's shall be provided to the Director to be included with the project file.

Specifically, the CC&R's shall include a provision whereas the vehicles of each residence shall be required to park within the garage. The CC&R's shall include a parking citation policy to enforce the above parking requirements establishing significant fines, with fines increasing for each subsequent offense. The CC&R's shall include a provision that requires an annual inspection of the garage to confirm that the garage is free and clear of any blockage to impede the storage of vehicles in the garage.

27. The Mitigation Measures established in the Mitigated Negative Declaration for the project and full implementation of the Mitigation Monitoring and Reporting Program is made a condition of the project by this reference.

CITY BUILDING DIVISION:

28. All building structural plans shall be designed and prepared by a licensed California architect or engineer.
29. Grading plans shall be prepared by a registered, licensed California civil engineer and shall be approved by the City Engineering Division prior to the issuance of any building permits.

30. All construction shall comply with the 2013 Uniform Building Code (CBC 2013), Uniform Plumbing/Mechanical (CPC 2013), National Electrical Code (CEC 2013), License Ordinance (Sub-contractor list), State of California Energy Conservation Standards, Flood Plain Management Regulations.
31. All residential units shall be equipped with auto-sprinkler system throughout.
32. Site Plan shall be in compliance with Title 24 access regulations.
33. Obtain Approvals from Orange County Fire Authority for final site plan fire hydrant locations (as necessary) as well as auto-sprinkler systems.
34. Underground and overhead electrical issues, along with Landscape and Lighting District issues, shall be resolved with Public Works-Engineering Division prior to final submittal of the working drawings.
35. All contractors and subcontractors shall obtain a City business license.

CITY ENGINEERING DIVISION:

36. TTM 17775 shall comply with provisions of Title 22 of the Placentia Municipal Code and the latest edition of the State Subdivision Map Act. County Surveyor to review and approval exterior boundary.
37. Applicant shall pay all applicable impact fees, plan check, and inspection charges prior to building permit issuance.
38. A Utility Plan shall be provided prior to approval of final grading plan.
39. Any conflicting pipelines shall be removed or relocated prior to final grading approval.
40. TTM 17775 shall be annexed into the City Street Lighting and Landscape Maintenance Districts prior to issuance of occupancy permit.
41. Applicant to submit a final hydrology study for the subdivision to the satisfaction of the City Engineer.
42. Street and striping plans, if needed shall be prepared to the satisfaction of the City Engineer.
43. A soils report and grading plan shall be prepared by a state registered engineer. Graded pad certifications for compaction, line, and grade shall be submitted prior to the issuance of building permits.

44. All utilities shall be placed underground.
45. Improvement plans shall be prepared by a state registered engineer to the satisfaction of the City Engineer.
46. Survey monuments shall be set in accordance with the Subdivision Map Act.
47. Security to guarantee performance and labor and materials shall be posted in amounts prescribed by the Subdivision Map Act.
48. A final water quality annual report shall be filed and posted with the state. A Notice of Termination shall be filed for the project.
49. The applicant shall process and record offsite Southern California Edison and Golden State Water District easements to the satisfaction of the City Engineer prior to issuance of building permits, if necessary.
50. An encroachment permit for work in public right of way is required and all applicable best management practices and procedures for storm water protection (NPDES and MS4) shall be employed.

CITY POLICE DEPARTMENT:

51. Developer/Applicant shall comply with Placentia Police Department standard development requirements for security, as follows.

**POLICE DEPARTMENT
STANDARD DEVELOPMENT REQUIREMENTS RESIDENTIAL**

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

1. The Applicant shall comply with Emergency Access Requirements.
2. Home Security Requirements:
 - (1) House numbers shall be a minimum of 4 inches in height and lighted using a backlit box fixture.
 - (2) Patio gates shall be provided with a latch capable of accepting a padlock.

- (3) All garage doors shall have a light on the exterior.
- (4) All exterior doors and the door between the garage and house shall be 1 3/4 solid core construction.
- (5) All front doors shall have a doorview with at least a 180 degree viewing angle.
- (6) All openable windows and sliding glass doors shall meet the testing requirements of the California Model Building Security Ordinance.

RESIDENTIAL SECURITY

Other Doors

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

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

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

A single or double door shall be equipped with a double or single cylinder deadbolt lock. The bolt shall have a minimum projection of one (1) inch and be constructed so as to repel cutting tool attack. The deadbolt shall have an embedment of at least three-fourths (3/4) inch into the strike receiving the projected bolt. The cylinder shall have a hardened, rotating steel cylinder guard, a minimum of five pin tumblers, and shall be connected to the inner portion of the lock by connecting screws of at least one-fourth (1/4) inch in diameter. A dual locking mechanism constructed so that both deadbolt and latch can be retracted by a single action of the inside door knob, or lever, may be substituted provided it meets all other specifications for locking devices.

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

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

The strike plate for deadbolts on all wood framed doors shall be constructed of minimum sixteen (16) U.S. gauge steel, bronze, or brass and secured to the jamb by minimum of two screws, which must penetrate at least two (2) inches into solid backing beyond the surface to which the strike is attached.

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

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

Lighting

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

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

Ladders

If applicable, ladders leading to the roof shall do so from the interior of the building.

Other

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

ORANGE COUNTY FIRE AUTHORITY:

52. Developer/Applicant shall comply with all site development requirements specified by the Orange County Fire Authority (OCFA) and provide City with applicable proof of OCFA necessary approvals, as shown below.

Orange County Fire Authority (OCFA) Special Conditions of Approval

Prior to the issuance of building permits

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

Methane Investigation/Mitigation (services codes PR170-PR176)- It will need to be determined if the proposed project is located in an "administrative boundary." These areas are determined by the Department of Oil, Gas & Geothermal Resources (D.O.G.G.R.) as areas that

may have methane present in the soil. If the property is in an administrative boundary, soil testing will be required. Depending on the results of the testing, methane mitigation may be required.

Fire Sprinkler System (service codes (PR400-PR465))



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: ACTING CITY ADMINISTRATOR

FROM: CITY ENGINEER

DATE: JULY 21, 2015

SUBJECT: **APPROVAL OF FINAL PARCEL MAP NO. 2011-140**

FISCAL
IMPACT: NONE

SUMMARY:

Parcel Map No. 2011-140, to join three (3) adjacent parcels to form a single parcel for the construction of new temple (sanctuary and multipurpose) buildings at 1022, 1034 and 1042 N. Bradford Avenue, is submitted for approval for recordation with the Office of the Orange County Recorder.

RECOMMENDATION:

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

1. Adopt Resolution No. R-2015-xx, A Resolution of the City Council of the City of Placentia, Approving Parcel Map No. 2011-140 for Property Located at 1022, 1034, and 1042 North Bradford Avenue; and
2. Find that recording of Parcel Map No. 2011-140 will not be in violation of any of the provisions of §§66474, 66474.1 or 66474.2 of the Subdivision Map Act (California Government Code §66400, *et seq.*); and
3. Find that the proposed development, together with the provisions for its design and improvement, is consistent with the General Plan required by Article 5 (commencing with §65300) of Chapter 3 of Division 1 of the California Government Code, or any specific plan adopted pursuant to Article 8 (commencing with §65450) of Chapter 3 of Division 1 of the California Government Code; and
4. Direct the City Clerk to endorse on the face of Parcel Map No. 2011-140, the certificate which embodies the approval of said map, and submit the map to the County Recorder of Orange County for recording.

3.a.
July 21, 2015

DISCUSSION:

On December 2, 2012, the City Council approved Tentative Parcel Map No. 2011-140 for the construction of new temple (sanctuary and multipurpose) buildings at 1022, 1034 and 1042 N. Bradford Avenue in compliance with all requisite Special Conditions of Approval and Standard Development Requirements of said TPM 2011-140, Use Permit (UP) 2012-08 and Development Plan Review (DPR) 2012-02. Parcel Map 2011-140 joins three (3) adjacent parcels creating one (1) parcel of 1.162 acres.

Recording of the Parcel Map is required by the City Engineering Division Special Conditions and by the requirements of §§ 66426 and 66429 of the Subdivision Map Act. The applicant has prepared the Parcel Map for the said development and has submitted it to the City for approval and recording. The City Engineer has reviewed the submitted Parcel Map No. 2011-140 and all associated documentation and is satisfied that the Parcel Map substantially complies with the tentative map and the conditions of approval.

The Orange County Surveyor has also reviewed and approved said Parcel Map No. 2011-140 and has certified to the technical correctness and its compliance with the provisions of the Subdivision Map Act.

Prepared by:

Reviewed and approved:


Marla Doyle, PE
Contract City Engineer


Jonathan K. Nicks
Director of Community Services

Reviewed and approved:


Damien R. Arrula
Acting City Administrator

Attachments:

1. Resolution
2. Parcel Map No. 2011-140

RESOLUTION NO. R-2015-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PLACENTIA APPROVING PARCEL MAP NO. 2011-140 FOR
THE PROPERTY LOCATED AT 1022, 1034 and 1042 N.
BRADFORD AVENUE**

A. Recitals.

(i). On October 2, 2012, the City Council of the City of Placentia approved Tentative Parcel Map No. 2011-140 for the construction of new temple (sanctuary and multipurpose) buildings at 1022, 1034 and 1042 N. Bradford Avenue.

(ii). All necessary documentation associated with this subdivision has been reviewed by the City Engineer.

(iii). The Parcel Map is substantially in compliance with the previously approved Tentative Parcel Map No. 2011-140.

(iv). The City Council finds that none of the conditions for mandatory denial exist relative to the proposed subdivision, in accordance with §§ 66474, 66474.1 and 66474.2 of the Subdivision Map Act (California Government Code §§ 66400, et seq.).

(v). The City Council finds that the proposed subdivision, together with the provisions for its design and improvement, is consistent with the General Plan as required by Article 5 (commencing with § 65300) of Chapter 3 of Division 1 of the California Government Code, or any specific plan adopted pursuant to Article 8 (commencing with § 65450) of Chapter 3 of Division 1 of the California Government Code.

(vi). The City Council finds that Parcel Map No. 2011-140 satisfies the provisions of the Subdivision Map Act, Placentia Municipal Code and the Conditions of Approval.

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.,
- Resolution No. R-2015-XX
Page 1 of 2

of this Resolution.

2. The City Council of the City of Placentia does hereby approve Parcel Map No. 2011-140.

PASSED, ADOPTED and APPROVED this 21st day of July, 2015.

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 21st day of July 2015, 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

SHEET 1 OF 2 SHEETS
ALL OF TENTATIVE PARCEL MAP NO. 2011-140
NUMBER OF PARCELS : 1 NUMBERED
TOTAL AREA
GROSS= 1.384 ACRES, NET= 1.162 ACRES
DATE OF SURVEY: AUGUST 2014

PARCEL MAP NO. 2011-140

IN THE CITY OF PLACENTIA, COUNTY OF ORANGE, STATE OF CALIFORNIA

BEING A SUBDIVISION OF LOT 5, BLOCK "D" OF KRAEMER TRACT IN THE CITY OF PLACENTIA, COUNTY OF ORANGE, STATE OF CALIFORNIA AS SHOWN ON A MAP RECORDED IN BOOK 12, PAGES 87 AND 88 OF MISCELLANEOUS MAPS, RECORDS OF LOS ANGELES COUNTY, CALIFORNIA

CHARLES A. TUGGLE LS 4025

ACCEPTED AND FILED AT THE
REQUEST OF
ORANGE COAST TITLE COMPANY
DATE _____ TIME _____ FEE \$ _____
INSTRUMENT NO _____
BOOK _____ PAGE _____
HUGH NGUYEN
COUNTY CLERK-RECORDER

OWNERSHIP CERTIFICATE

WE, THE UNDERSIGNED, BEING ALL PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND COVERED BY THIS MAP, DO HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF SAID MAP, AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE PURPOSES: BRADFORD AVENUE
WE ALSO HEREBY DEDICATE AS AN EASEMENT TO THE PUBLIC FOR STREET PURPOSES: BRADFORD AVENUE
WE ALSO HEREBY RELEASE AND RELINQUISH TO THE CITY OF PLACENTIA:
1 ALL VEHICULAR ACCESS RIGHTS TO BRADFORD AVENUE EXCEPT AT APPROVED ACCESS LOCATIONS.

SOCIETY FOR THE ADVANCEMENT OF VEDIC CULTURE, A CALIFORNIA CORPORATION.

PRINT NAME: _____ TITLE: _____

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____)
COUNTY OF _____)
ON _____ BEFORE ME _____ A 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/IT/ETC. EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITIES, 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

SIGNATURE: _____ MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY.
NOTARY PUBLIC IN AND FOR SAID STATE
(PRINT NAME) MY COMMISSION EXPIRES: _____

COUNTY TREASURER-TAX COLLECTOR'S CERTIFICATE

COUNTY OF CALIFORNIA)
COUNTY OF ORANGE)
I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF MY OFFICE, THERE ARE NO LIENS AGAINST THE LAND COVERED BY THIS MAP OR ANY PART THEREOF FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOT YET PAYABLE.

AND DO CERTIFY TO THE RECORDER OF ORANGE COUNTY THAT THE PROVISIONS OF THE SUBDIVISION MAP ACT HAVE BEEN COMPLIED WITH REGARDING DEPOSITS TO SECURE THE PAYMENT OF TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND COVERED BY THIS MAP

DATED THIS _____ DAY OF _____, 20____

SHARI L. FREDERICH
COUNTY TREASURER-TAX COLLECTOR
BY: _____ TREASURER-TAX COLLECTOR

CITY CLERK'S CERTIFICATE

STATE OF CALIFORNIA)
CITY OF PLACENTIA)
COUNTY OF ORANGE)
I HEREBY CERTIFY THAT THIS MAP WAS PRESENTED FOR APPROVAL TO THE CITY COUNCIL OF THE CITY OF PLACENTIA AT A REGULAR MEETING THEREOF HELD ON THE _____ DAY OF _____, 20____, AND THAT THEREUPON SAID COUNCIL DID, BY AN ORDER DULY PASSED AND ENTERED, APPROVE SAID MAP AND DID ACCEPT ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENTS, THE DEDICATION FOR STREET PURPOSES: BRADFORD AVENUE, AND DID ALSO ACCEPT ON BEHALF OF THE CITY OF PLACENTIA:
1 THE VEHICULAR ACCESS RIGHTS TO BRADFORD AVENUE AS RELEASED AND RELINQUISHED EXCEPT AT APPROVED ACCESS LOCATIONS.

2 AND DID ALSO APPROVE SUBJECT MAP PURSUANT TO THE PROVISIONS OF SECTION 66438 (d)(3)(A) OF THE SUBDIVISION MAP ACT.
IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND AFFIRMED THE OFFICIAL SEAL OF THE CITY OF PLACENTIA

DATED THIS _____ DAY OF _____, 20____

PATRICK J. MELIA
CITY CLERK OF THE CITY OF PLACENTIA
BY: _____ DEPUTY

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND SOCIAL ORDINANCE. I HEREBY CERTIFY THAT I AM A LICENSED SURVEYOR AND AM QUALIFIED BY THE BOARD OF SURVEYING AND MAPPING TO PREPARE THIS MAP. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN SUCH POSITIONS ON OR BEFORE DECEMBER 2015; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RE-TRACED. I HEREBY STATE THAT THIS MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE PARCEL MAP, IF ANY.

CHARLES A. TUGGLE
LS 4025
EXPIRATION DATE : 06/30/16



COUNTY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND THAT ALL MAPPING PROVISIONS OF THE SUBDIVISION MAP ACT HAVE BEEN COMPLIED WITH AND I AM SATISFIED SAID MAP IS TECHNICALLY CORRECT, RELATIVE TO THE PARCEL MAP BOUNDARY.

DATED THIS _____ DAY OF _____, 20____

KEVIN R. HILLS, COUNTY SURVEYOR
LS 6617, EXPIRATION DATE : 12/31/15

BY: CRAIG S. WICKMAN
CHIEF DEPUTY SURVEYOR

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND IT TO BE SUBSTANTIALLY IN CONFORMANCE WITH THE TENTATIVE MAP, IF REQUIRED, AS FILED WITH, AMENDED AND APPROVED BY THE CITY PLANNING COMMISSION; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND CITY SUBDIVISION REGULATIONS HAVE BEEN COMPLIED WITH; THAT THE MAP IS TECHNICALLY CORRECT IN ALL RESPECTS NOT STATED TO BY THE COUNTY SURVEYOR.

DATED THIS _____ DAY OF _____, 20____

ROY STEPHENSON
R.C.E. NO. 20354
EXPIRATION DATE: 09/30/15
OF THE CITY OF PLACENTIA ENGINEER

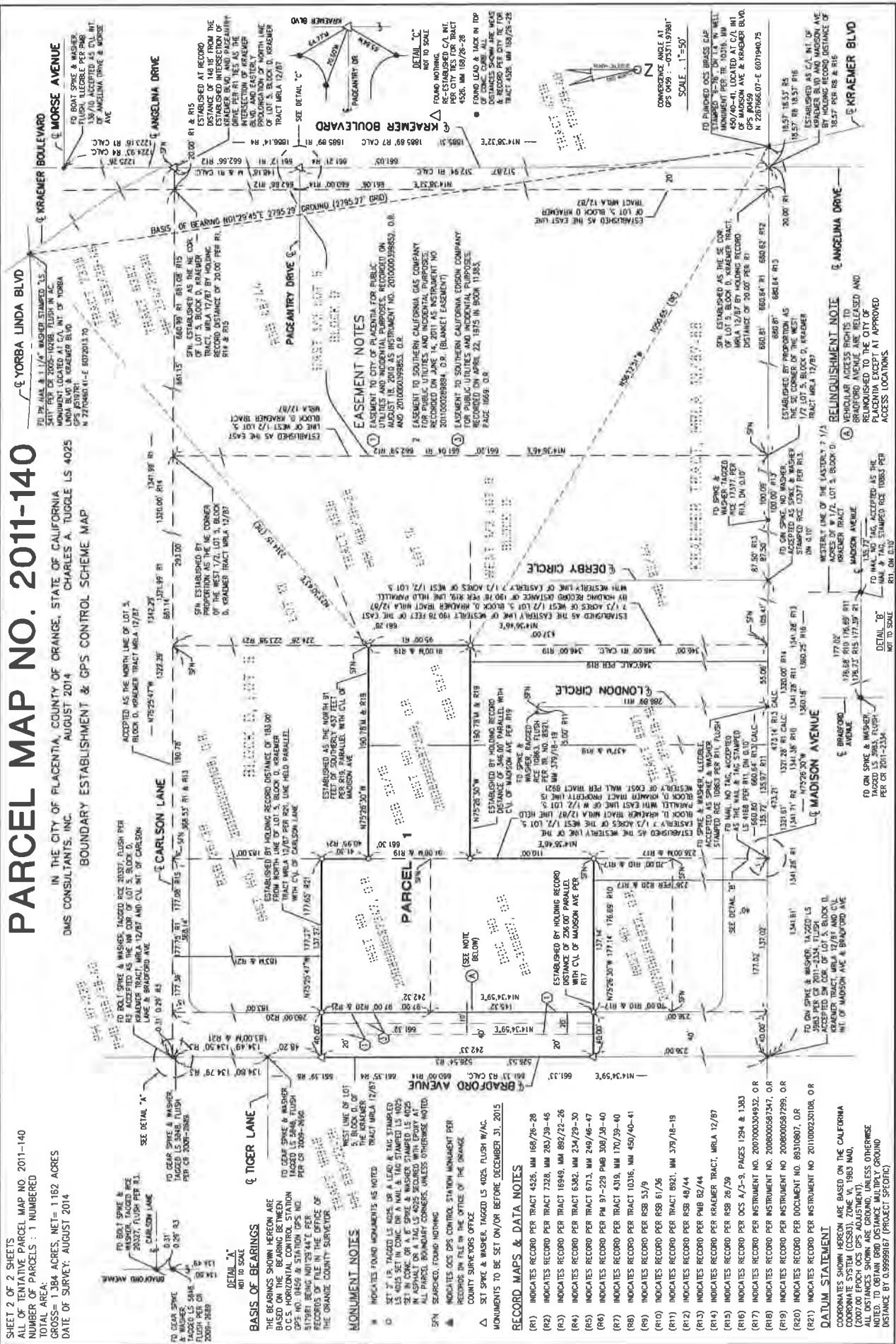
SIGNATURE OMISSION NOTES

PURSUANT TO THE PROVISIONS SECTION 66438(d)(3)(A) OF THE SUBDIVISION MAP ACT, THE FOLLOWING SIGNATURES HAVE BEEN OMITTED:

- SOUTHERN CALIFORNIA GAS COMPANY HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES RECORDED ON JUNE 14, 2011 AS INSTRUMENT NO. 201100288984, OF OFFICIAL RECORDS
- SOUTHERN CALIFORNIA Edison COMPANY, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES RECORDED ON APRIL 22, 1975 IN BOOK 11383 PAGE 1688, OF OFFICIAL RECORDS

SHEET 2 OF 2 SHEETS
ALL OF TENTATIVE PARCEL MAP NO. 2011-140
NUMBER OF PARCELS : 1 NUMBERED
TOTAL AREA:
GROSS= 1.384 ACRES, NET= 1.162 ACRES
DATE OF SURVEY: AUGUST 2014

TOTAL AREA:
GROSS= 1 384 ACRES, NET= 1 162 ACRES
DATE OF SURVEY: AUGUST 2014





Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

FROM: ACTING CITY ADMINISTRATOR

DATE: JULY 21, 2015

SUBJECT: **AGREEMENT FOR LEGAL SERVICES WITH JONES & MAYER**

FISCAL IMPACT: ESTIMATED EXPENDITURES FOR GENERAL LEGAL SERVICES
\$339,000

SUMMARY:

On July 7, 2015, City Council directed Staff to terminate the City's existing legal services agreement with Andrew V. Arczynski and Burke, Williams & Sorenson, LLP and to proceed to negotiate an agreement for legal services with Jones & Mayer.

RECOMMENDATION:

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

1. Terminate existing Legal Services Agreement with Andrew V. Arczynski and Burke, Williams & Sorenson, LLP; and
2. Authorize the Mayor to enter into an Agreement for Legal Services with Jones & Mayer, on behalf of the City.

DISCUSSION:

The City Attorney provides legal services needed by the City, except for occasional services that require unusual expertise not ordinarily within the scope of City Attorney services, such as bond counsel, certain personnel matters, prosecution of municipal code violations (handled by the City of Anaheim), and defense services for workers compensation claims which are handled through a Third Party Administrator or under a risk liability pool.

In December, 2014 City Council directed Staff to conduct a Request For Proposal (RFP) process for legal services. The City received a total of ten (10) proposals from various law firms. The City Council reviewed all proposals received and selected the following four (4) law firms to be interviewed on May 5, 2015: Aleshire & Wynder; Jones & Mayer; Best Best & Krieger; and Burke, Williams & Sorensen and Andy Arczynski. At the July 7, 2015 City Council meeting, Council directed Staff to terminate the City's existing legal services agreement with Andrew V. Arczynski, and Burke, Williams & Sorenson, LLP and to proceed to negotiate a legal services agreement with Jones & Mayer.

The Law Firm of Jones & Mayer is based in Fullerton, California and serves as general counsel for various cities including Costa Mesa, Fullerton, La Habra, West Covina, South Pasadena, Whittier and Westminster. Jones & Mayer is exclusively a municipal law firm with expertise and

3.b.
July 21, 2015

experience in a variety of disciplines including zoning and land use, real estate acquisitions, personnel and labor matters, condemnation proceedings, code enforcement, and complex tort litigation.

The proposed City Attorney designated to serve the City of Placentia is Christian Bettenhausen with Yolanda Summerhill designated as Assistant City Attorney. Both attorneys are highly qualified as are the balance of their professional staff that would be providing service to the City Council and the City of Placentia.

Upon City Council approval, Jones & Mayer would begin service on July 22, 2015 with the execution of the attached professional services agreement for legal services. Following action by the City Council, Staff will work with our existing law firm and Jones Mayer to transition agreements and other matters in various stages of development.

Prepared by:



Stephen D. Pischel
Director of Administrative Services

Reviewed and approved:



Linda Magnuson
Chief Financial Officer

Reviewed and approved:



Damien R. Arrula
Acting City Administrator

Attachment:

1. Agreement for Legal Services

**RETAINER AGREEMENT
FOR CITY ATTORNEY SERVICES
CITY OF PLACENTIA**

This Retainer Agreement for City Attorney Services ("Agreement") is made and entered into by and between the law firm of JONES & MAYER ("Jones & Mayer") and the CITY OF PLACENTIA (the "City"), a municipal corporation of the State of California.

RECITALS

- A. Jones & Mayer is a firm in the general practice of law with extensive municipal experience, and is fully able to carry out the duties described in this Agreement.
- B. The City desires to contract with Jones & Mayer to provide contract legal services to the City.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth in this Agreement, Jones & Mayer and the City agree as follows:

1. **APPOINTMENT OF CONTRACT CITY ATTORNEY**

A. Christian L. Bettenhausen is hereby designated and appointed as City Attorney ("City Attorney") of the City of Placentia, and shall serve and be compensated as provided by this Agreement. The City Attorney shall process, coordinate, and direct, as necessary, all legal services provided under this Agreement in order to maximize the timeliness and usefulness of the delivery of such services. The City Attorney shall attend all City Council meetings and other meetings, as required, and be available at all reasonable times to the Mayor and City Council, the City Administrator, and persons designated by the City Administrator, in relationship to all legal services to be furnished by Jones & Mayer under this Agreement. The City Attorney shall also direct and coordinate all internal activities so that all services provided by Jones & Mayer under this Agreement to the City shall be fully competent, professional, consistent, timely, and in accordance with the standards prevalent in the industry. It is expressly understood that the experience, knowledge, capability, and reputation of the designated and appointed City Attorney are a substantial inducement for the City to enter into this Agreement. The City Attorney shall be responsible during the term of this Agreement for directing all activities of Jones & Mayer on behalf of the City and devoting such time as necessary to personally supervise such services. The primary assignment of the City Attorney shall not be changed by Jones & Mayer without the express approval of the City.

B. Gregory L. Palmer, of Jones & Mayer, is designated and appointed as the City Prosecutor ("City Prosecutor"). The City Prosecutor shall serve at the pleasure of the City Council, and may be replaced at any time, with or without cause, by the City Council or the City Attorney. The City Prosecutor shall represent the City in all matters related to the prosecution of Municipal Code or Charter violations. The City Prosecutor and his designees shall provide those

legal services reasonably required to represent City, and shall take reasonable steps to keep City informed of progress and to respond to City's inquiries. City understands that the City Prosecutor and his designees will be exercising their independent prosecutorial judgment in connection with all code enforcement matters in consultation with the City's staff.

C. The City Attorney shall designate such attorneys from Jones & Mayer as are determined to be necessary to serve as assistant or deputy city attorneys for City. All attorneys assigned to perform approved City business shall, at all times while this Agreement is in effect and at their sole cost and expense, be fully qualified and licensed to practice law in the State of California and before all appropriate federal courts and other bodies and tribunals.

2. SCOPE OF WORK

A. Jones & Mayer agrees to perform all necessary legal services as Contract City Attorney, and shall:

1. Attend all regularly scheduled and special City Council meetings and City Council study sessions.
2. Provide legal services on-site during office hours at City Hall as needed. These hours of on-site service will be at regularly scheduled times made known to all members of the City Council and to all department heads so as to facilitate informal, direct access to legal counsel as necessary.
3. Attend Planning Commission and other meetings at City Hall or via conference call as required by the City Council or the City Administrator.
4. Advise the City Council; any City Commissions, Committees, Boards, Authorities or Agencies; City staff and other City officials; on all legal matters pertaining to City business.
5. Prepare, review, and approve as to form, contracts, agreements, resolutions, ordinances, and all other standard City documents.
6. Prepare such written and oral legal opinions as shall, from time to time, be requested by the City.
7. Perform such other routine legal services as are required, from time to time, by the City Council or the City Administrator.
8. Represent the City and the City's officials, officers, and employees in litigation and administrative proceedings as directed by the City Council or the City Administrator.
9. At the request of the City, perform special projects or tasks assigned by the City Administrator, or designee, or the City Council.

10. Prosecution of City Municipal Code or Charter violations/Code Enforcement.

B. The City specifically reserves the right to retain, at its sole option, other legal counsel for litigation and other specialized legal matters. The City Attorney will supervise outside legal counsel's work. This reservation of rights does not preclude the City from assigning these matters to Jones & Mayer as part of the scope of duties under this Section 2 or requesting recommendations concerning the selection of outside legal counsel.

3. COMPENSATION

Jones & Mayer shall be compensated under the terms of this Agreement as follows:

A. General Legal Services

The City shall pay Jones & Mayer a retainer of \$8,750.00 per month, which amount will cover all general legal services up to fifty (50) hours per month. General legal services in excess of the 50 retainer hours per month shall be billed at the rate of \$195.00 per hour. The retainer shall be prorated for the first partial month of services provided hereunder.

B. Specialized Legal Services/Special Projects

Specialized projects and non-litigation legal services not included within the retainer shall be billed to City at the rate of \$195 per hour. Any special projects billed outside of the retainer require prior approval of the City Council or City Administrator, or designee. Paralegal services shall be billed at the rate of \$100 per hour. All costs and expenses, except those set forth in Section 3.G below shall be deemed included in the foregoing hourly billing rates.

C. Litigation Services

Litigation matters approved by the City Administrator and/or City Council shall not be included in the retainer amount. Litigation legal services shall be billed at the rate of \$210 per hour. Paralegal services shall be billed at the rate of \$100 per hour. All costs and expenses, except those set forth in Section 3.G below shall be deemed included in the foregoing hourly billing rates.

D. City Prosecutor Services

Jones & Mayer agrees to perform all necessary legal services as Contract City Prosecutor. Fees for code enforcement matters shall be \$210.00 per hour. Paralegal services shall be billed at the rate of \$100 per hour. All costs and expenses, except for those as set forth in Section 3.G below shall be deemed included in the foregoing hourly billing rates.

E. Summary of Labor Rates:

Basic Legal Services (First 50 Hours)	\$ 8,750.00 Per Month
Basic Legal Services (over the Retainer)	\$ 195.00 Per Hour
Special Services/Project	\$ 195.00 Per Hour
Litigation	\$ 210.00 Per Hour
Paralegal:	\$ 100.00 Per Hour

F. Billing and Rate Increases

Jones & Mayer shall provide a monthly billing report indicating actual time spent under the retainer, litigation matters, and additional specialized projects. The foregoing retainer and hourly rates shall remain in full force and effect for two (2) years. Thereafter, the foregoing billing rates shall be adjusted annually (effective as of the anniversary date of this Agreement commencing in 2017) to reflect any increase in the cost of living based on the Consumer Price Index increase for the prior year utilizing the standard as established by the Bureau of Labor Statistics of the U.S. Department of Labor for all urban consumers in the Los Angeles - Anaheim - Riverside area, or another mutually agreed upon index based on comparable data should the Consumer Price Index established by the Bureau of Labor Statistics be unavailable not to exceed 5% per year.

G. Billable Activities for General Legal Services/Expenses

Jones & Mayer generally does not bill mileage, fax, word processing, small reproduction matters (under 100 pages), or simple computer legal research costs. Additionally, it is agreed that the cost for administrative staff to perform clerical duties including but not limited to reviewing emails, scheduling meetings or general office filing will not be billable expenditures.

Jones & Mayer will charge City for actual necessary costs incurred for all of the following: all costs incurred related to any litigation (civil or criminal) or special projects, including but not limited to, court filing fees, jury fees, deposition costs, reporters' fees, witness fees, attorney services (includes service of process fees, arbitrators, and mediators), messenger services, Lexis-Nexis research outside of our prepaid service fee, Fed-Ex or other overnight delivery service, mileage, travel expenses, if applicable, including hotel, air travel and car rentals, parking fees, actual costs for large reproduction projects if performed by an outside service, or \$0.10 per page (b/w) and \$0.20 per page (color) if performed in house, title reports, and any other expense not listed above which becomes necessary to the successful resolution of a client matter.

H. Summary of Labor Rates:

Basic Legal Services (First 50 Hours)	\$ 8,750.00 Retainer Per Month
Basic Legal Services (Over the Retainer)	\$ 195.00 Per Hour
Special Services/Project	\$ 195.00 Per Hour
Litigation (Civil and Criminal)	\$ 210.00 Per Hour
Paralegal:	\$ 100.00 Per Hour

I. Monthly Statements

Jones & Mayer shall submit statements of all payments due under this Agreement on a monthly basis to the City Administrator. All work performed by Jones & Mayer shall be billed in increments of tenths of an hour. The statement shall be in a form approved by the City, and shall set forth a description of all work performed, the hours worked, the identity of each person performing the work, the rate charged, the identity of the person requesting work, and any litigation costs or expenses eligible for reimbursement.

J. Payment

All hours shall be billed by the 15th day of each month following the close of the month for which hours are being provided. Payment for hours shall be due and payable within thirty days following submission of the billing statement to the City.

4. CONFLICT OF INTEREST

Jones & Mayer shall at all times avoid conflicts of interest in the performance of this Agreement. In the event that a conflict arises, Jones & Mayer shall immediately notify City. Within thirty (30) days following execution of this Agreement, Jones & Mayer shall file a conflict of interest disclosure statement setting forth any information related to potential conflicts of interest to the extent such disclosure is required by law, including City's adopted conflict of interest code.

5. INDEPENDENT CONTRACTOR

Jones & Mayer shall perform all services required under this Agreement as an independent contractor of the City, and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Jones & Mayer shall not at any time or in any manner represent that it or any of its employees or agents are City employees.

6. DISPUTE RESOLUTION

If any dispute or disagreement arises between the City and Jones & Mayer as to any matter relating to this Agreement, including but not limited to the scope of services, the performance of the respective responsibilities of the City and Jones & Mayer, the quality of the services rendered, and the billing of such services, the City and Jones & Mayer agree to confer and attempt to resolve the matter informally. If the parties cannot agree, they agree that they will refer the dispute for resolution to mediation to the fullest extent permitted by law. The parties are aware that mediation is a voluntary process and pledge to cooperate fully and fairly with the mediator in an attempt to reach a mutually satisfactory compromise of any dispute or disagreement. The mediator shall be chosen by mutual agreement of the parties, and mediation shall commence within thirty (30) days of either party's written request to the other for mediation. Any agreement reached by the mediation shall be reduced to writing, be signed by the

parties, and be binding on them. This provision for mediation is an effort to protect, preserve, and respect the requisites of a productive attorney-client relationship, but shall be without prejudice to either party pursuing its other lawful remedies.

7. INSURANCE AND INDEMNIFICATION

A. Insurance

1. Jones & Mayer shall procure and maintain, at its cost:
 - a. Commercial General Liability insurance with limits not less than \$1 million per occurrence. Such insurance shall designate City, its elected and appointed officials, employees, and volunteers as additional insureds. Such insurance shall be primary and not contribute with any insurance or self-insurance maintained by City.
 - b. Business automobile liability insurance with limits not less than \$1 million per occurrence. Such insurance shall include coverage for owned, non-owned, and hired automobiles.
 - c. Professional liability insurance with limits not less than \$2,000,000 per occurrence.
 - d. Workers' compensation insurance as required by California law and Employer's Liability insurance with limits not less than \$1 million per accident for bodily injury or disease. The workers' compensation insurance shall contain an endorsement stating the insurer waives any right of subrogation against City, its elected and appointed officials, employees and volunteers.
2. All such policies shall provide City 30 days' notice of cancellation. Self-insured retentions must be declared and approved by City.
3. Prior to commencement of work, and throughout the term of this Agreement, Jones & Mayer shall furnish CITY with certificates evidencing compliance with the insurance requirements above. Jones & Mayer agrees to provide complete, certified copies of all required insurance policies if requested by the City.
4. Insurance shall be placed with insurers that maintain an A.M. best rating of A-, VII or better, or otherwise meet the written approval of the City.
5. The Contractor shall ensure that subcontractors maintain insurance that complies with the requirements stated herein.

B. Indemnification

Jones & Mayer shall defend, indemnify, and hold harmless the City, and its officers and employees, from and against any and all actions, suits, proceedings, claims, demands, losses, costs and expenses, including legal costs and attorneys' fees, for injury to person(s) or damages to property (including property owned by the City), and for errors and omissions committed by Jones & Mayer, its officers, employees, and agents, arising out of or relating to Jones & Mayer's performance under this Agreement, except to the degree such injury, damage, error(s) or omission(s) may be caused by City's negligence or willful misconduct, or that of the City's officers or employees.

8. RECORDS AND REPORTS

A. Records

Jones & Mayer shall keep such books and records as shall be necessary to perform the services required by this Agreement and to enable the City to evaluate the performance of the required services. The City shall have full and free access to such books and records that deal specifically with the services performed by Jones & Mayer for City at all reasonable times, including the right to inspect, copy, audit, and make summaries and transcripts from such records.

B. Ownership of Documents

All reports, records, documents, and other materials prepared by Jones & Mayer, its employees and agents in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request by the City or upon termination of this Agreement. Jones & Mayer shall have no claim for further or additional compensation as a result of the exercise by the City of its full rights of ownership of the documents and material hereunder. Jones & Mayer may retain copies of such documents for its own use.

C. Release of Documents

No report, record, document, or other material prepared by Jones & Mayer in the performance of services under this Agreement shall be released publicly without prior written approval of the City, except as may be required by law.

9. NONDISCRIMINATION

Jones & Mayer pledges there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry in the performance of services under this Agreement.

10. EFFECTIVE DATE

This AGREEMENT will govern all legal services performed by Jones & Mayer on behalf of City. The term of this Agreement shall commence on July 21, 2015, and shall continue in effect until terminated as provided herein. City may terminate the Agreement at any time, as provided in Section 11A.

11. TERMINATION

A. Termination By City

Jones & Mayer shall at all times serve under the terms of this Agreement at the pleasure of the City Council, and the City Council hereby reserves the right to terminate this Agreement at will, with or without cause, by providing written notice to Jones & Mayer. Upon receipt of any notice of termination, Jones & Mayer shall cease all services under this Agreement except as may be specifically approved by the City. At that time, all further obligations of the City to pay Jones & Mayer for services rendered under this Agreement shall thereupon cease, except as set forth in Section 11.C below; provided, however, that the City shall be obliged to pay for all services, costs, and expenditures lawfully incurred by Jones & Mayer prior to the effective date of such termination, or subsequent to the date of termination at the direction of City.

B. Termination By Jones & Mayer

Jones & Mayer reserves the right to terminate this Agreement by giving ninety (90) days' advance written notice to City.

C. Mutual Obligations Upon Termination By Either Party

In the event of termination of this Agreement by either party, Jones & Mayer shall cooperate with the City in transferring the files and assignments to the City Clerk or other person designated by City pending the hiring of another City Attorney. Jones & Mayer shall be compensated at the hourly rates set forth in Section 3 of this Agreement should Jones & Mayer be called upon to perform any services after the effective date of termination, including the transfer of files and assignments.

12. NOTICES

Notices regarding this Agreement shall be given in writing to the parties at the following addresses:

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

Jones & Mayer
3777 North Harbor Blvd.
Fullerton, CA 92835

13. AMENDMENT OF AGREEMENT

This Agreement contains all of the agreements of Jones & Mayer and the City. This Agreement may be amended at any time by mutual consent of the parties by an instrument in writing.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement in duplicate the _____ day of _____, 2015.

CITY OF PLACENTIA

By: _____
Chad P. Wanke, Mayor

ATTEST:

APPROVED AS TO FORM:

Patrick J. Melia, City Clerk

By: _____

JONES & MAYER

By: _____
Richard D. Jones
Owner/President



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: ACTING CITY ADMINISTRATOR

FROM: CHIEF FINANCIAL OFFICER

DATE: JULY 21, 2015

SUBJECT: SETTING THE ANNUAL SPECIAL TAX RATE FOR FISCAL YEAR 2015-16 FOR
COMMUNITY FACILITIES DISTRICT NO. 2014-01

FISCAL
IMPACT: MAXIMUM OF \$26,224.00

SUMMARY:

On February 18, 2014, the City Council adopted Resolution No. 2014-10, establishing Community Facilities District No. 2014-01 (Public Services) ("CFD") to provide a financing mechanism to sustain the delivery of public safety services to new residential developments. On March 4, 2014, the City Council adopted Ordinance No. 2014-03 authorizing the City Council to determine, by resolution, on or before August 1 of each year, the specific special tax to be levied on each parcel of land within the CFD.

The CFD is subject to an annual escalation factor beginning on July 1, 2015, which shall be the greater of five percent (5%) or the annual percentage increase, if any, of the Consumer Price Index – All Urban Consumers (CPI-U) for the Los Angeles-Riverside-Orange County area as determined by the Bureau of Labor Statistics for the twelve (12) months ending in the preceding December 31.

RECOMMENDATION:

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

1. Adopt Resolution R-2015-___, A Resolution of the City Council of the City of Placentia, California setting the levy of an Annual Special Tax for Community Facilities District No. 2014-01 (Public Services); and
2. Authorize inclusion of the Annual Special Tax for Community Facilities District No. 2014-01 (Public Services) for Fiscal Year 2015-2016 on the Orange County Secured Property Tax Roll.

DISCUSSION:

In 2014 the City Council created a Community Facilities District (CFD) to assist in the financing of police, fire and life safety services to new residential development. This type of financing

3.c.
July 21, 2015

program, which is authorized under the Mello-Roos Community Facilities Act of 1982, envisioned the participation of all future additional new development projects, either by formation of new districts or annexation into the existing CFD.

The special tax that is currently being assessed on properties within the CFD is based upon a Fiscal Impact Analysis (FIA) that was prepared for the initial formation of the CFD in 2014. Based on the FIA, the tax rate needed to support public safety services for new development was established at \$225.00 for each single-family residential unit per year. Therefore the special tax rates for 2014-15 are \$225.00 per residential unit for single-family residential property and \$170.00 per residential unit for multi-family residential property.

The CFD is subject to an Annual Escalation Factor beginning on July 1, 2015, which shall be the greater of five percent (5%) or the annual percentage increase, if any, of the Consumer Price Index ("CPI") – All Urban Consumers for the Los Angeles-Riverside-Orange County area as determined by the Bureau of Labor Statistics for the twelve (12) months ending in the preceding December 31. The CPI for the twelve (12) months ending the preceding December 31 was 0.726%. Therefore, the special tax rates are being increased five percent (5%) as allowed. The adjusted special tax rates for FY 2015-16 are \$236.25 per residential unit for single-family residential property and \$178.50 per residential unit for multi-family residential property.

FISCAL IMPACT:

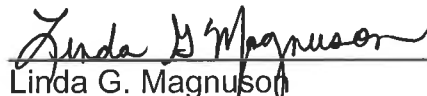
Currently all thirty-three (33) parcels of the Olsen Development are within the CFD 2014-01 district. Maximum financial impact would occur upon build out of all seventy-eight (78) parcels in the Beazer Homes/Schaner Ranch Development. It is anticipated that only 80% of the parcels in the Beazer Homes/ Schaner Ranch Development will be released for occupancy in fiscal year 2015-2016.

Submitted by:



Matt Reynolds
Management Analyst

Reviewed and approved:



Linda G. Magnuson
Chief Financial Officer

Reviewed and approved:



Damien R. Arrula
Acting City Administrator

Attachments:

1. Resolution
2. Rate and Method of Apportionment of Special Tax

RESOLUTION NO. R-2015-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PLACENTIA, CALIFORNIA SETTING THE LEVY OF AN ANNUAL
SPECIAL TAX FOR COMMUNITY FACILITIES DISTRICT NO.
2014-01 (PUBLIC SERVICES)

A. Recitals.

(i). The City Council of the City of Placentia ("City Council"), has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors to authorize the levy of a special tax in a community facilities district, all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982", being Chapter 2.5, Part 1, Division 2, Title 5 of the California Government Code ("Act") denominated COMMUNITY FACILITIES DISTRICT NO. 2014-01 (Public Services) ("District").

(ii). The City Council, by adoption of Ordinance No. 2014-03 ("Ordinance") as authorized by § 53340 of the California Government Code, has authorized the levy of special taxes with the District to finance the authorized service in accordance with the Rate and Method of Apportionment of the Special Tax ("RMA") set forth in Exhibit "B" to the Resolution of Formation, which is on file in the office of the City Clerk and incorporated by reference herein.

(iii). California Government Code § 53340 provides that the City Council may provide, by resolution, for the levy of the special tax in the current tax year or future tax years at the same rate or at a lower rate than the rate provided by the Ordinance, if the resolution is adopted and a certified list of all parcels subject to the special tax levy including the amount of the tax to be levied on each parcel for the applicable tax year, is filed by the clerk or other official designated by the legislative body with the county auditor on or before the 10th day of August of that tax year.

(iv). The RMA provides for an annual escalation factor of the greater of five percent (5%) or the annual percentage increase, if any, of the All Urban Consumers Consumer Price Index ("CPI") for the Los Angeles - Riverside - Orange County, CA area as determined by the Bureau of Labor Statistics for the twelve (12) months ending the preceding December 31.

(v). The All Urban Consumers Consumer Price Index ("CPI") for the Los Angeles - Riverside - Orange County, CA area as

determined by the Bureau of Labor Statistics for the twelve (12) months ending the preceding December 31 was 0.726%.

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. This City Council does hereby find and determine as follows:

A. The annual escalation for FY 2015-15 shall be five percent (5%).

B. The City Council hereby levies a special tax within the District for Fiscal Year 2015-16 at the rate of \$236.25 per residential unit for single-family residential property and \$178.50 per residential unit for multi-family residential property.

C. The CFD Administrator hereby is authorized and directed to file with the County Auditor on or before the 10th day of August a certified copy of this Resolution accompanied by a list of all parcels subject to the special tax levy with the taxes to be levied on each parcel based on the 2015-16 special tax rates set forth in Part B of this Resolution.

D. The special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special tax.

E. The County Auditor hereby is directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected, in a space marked "Public Services Special Tax" or by any other suitable designation, the installment of the special tax.

F. The County Auditor shall, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interest, penalties and percentages so collected

and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

G. This Resolution shall become effective upon its adoption.

PASSED, APPROVED and ADOPTED this 21st day of July, 2015.

CHAD P. 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 held on the 21st day of July, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

PATRICK J. MELIA, CITY CLERK

APPROVED AS TO FORM:

ANDREW V. ARCZYNSKI, CITY ATTORNEY

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

CITY OF PLACENTIA COMMUNITY FACILITIES DISTRICT NO. 2014-01 (PUBLIC SERVICES)

A Special Tax as hereinafter defined shall be levied on all Assessor's Parcels within the City of Placentia Community Facilities District No. 2014-01 (Public Services), ("CFD No. 2014-01"), other than Assessor's Parcels classified as Exempt Property as defined herein, and collected each Fiscal Year commencing in Fiscal Year 2014-2015, in an amount determined by the CFD Administrator through the application of the procedures described below. All of the real property within CFD No. 2014-01, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to CFD No. 2014-01, unless a separate Rate and Method of Apportionment of Special Tax is adopted for the annexation area.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre or Acreage" means the land area of an Assessor's Parcel, expressed in acres, as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Subdivision Map, other final map, other parcel map, other condominium plan, or functionally equivalent map or instrument recorded in the Office of the County Recorder. The square footage of an Assessor's Parcel is equal to the Acreage multiplied by 43,560.

"Act" means the Mello-Roos Communities Facilities Act of 1982 as amended, being Chapter 2.5, Part 1, Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means the following actual or reasonably estimated expenses related to the administration of CFD No. 2014-01: the costs of determining the amount of the levy of Special Taxes, the collection of Special Taxes, including the expenses of collecting delinquencies and pursuing foreclosures, the payment of a proportional share of salaries and benefits of any City employee and City overhead whose duties are directly related to the administration of CFD No. 2014-01, fees and expenses for counsel, audits, costs associated with responding to public inquiries regarding CFD No. 2014-01, and any and all other costs incurred in connection with the administration of CFD No. 2014-01.

"Annual Escalation Factor" means the greater of five percent (5%) or the annual percentage increase, if any, of the All Urban Consumers Consumer Price Index ("CPI"). The annual CPI used shall be for the area of Los Angeles – Riverside – Orange County, CA as determined by the Bureau of Labor Statistics for the twelve (12) months ending the preceding December 31.

"Assessor's Parcel" means a Condominium lot, Lot, or parcel shown in an Assessor's Parcel Map with an assigned assessor's parcel number.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by assessor's parcel number.

"Base Year" means Fiscal Year beginning July 1, 2014 and ending June 30, 2015.

“Boundary Map” means the map of the boundaries of CFD No. 2014-01 recorded on January 21, 2014 in the Orange County Recorder’s Office in Book 94, Pages 46, of Maps of Assessments and Community Facilities Districts (instrument number 2014-24969), as the same may be amended by annexation from time to time hereafter.

“Building Permit” means a permit issued for new construction of a residential dwelling. For purposes of this definition, “Building Permit” shall not include permits for construction or installation of retaining walls, grading, utility improvements, or other such improvements not intended for human habitation.

“CFD Administrator” means an official of the City, or designee thereof, responsible for determining the Special Tax Requirement for Services and providing for the levy and collection of the Special Taxes for CFD No. 2014-01.

“CFD No. 2014-01” means City of Placentia Community Facilities District No. 2014-01 (Public Services) established by the City Council under the Act.

“City” means the City of Placentia.

“City Council” means the Council of the city of Placentia, acting as the legislative body of CFD No. 2014-01.

“Condominium” means an estate in real property consisting of an undivided interest in common in a portion of a parcel of real property together with a separate interest in space in a residential, industrial or commercial building on such real property, such as an apartment, office or store. A condominium may include in addition a separate interest in other portions of such real property. Such estate may, with respect to the duration of its enjoyment, be either:

- (1) An estate of inheritance or perpetual estate;
- (2) An estate for life; or
- (3) An estate for years, such as a leasehold or a sublease hold.

“County” means the County of Orange.

“Developed Property” means an Assessor’s Parcel of Taxable Property for which a Building Permit was issued on or before **June 1** preceding the Fiscal Year for which Special Taxes are being levied.

“Developed Residential Property” means an Assessor’s Parcel of Taxable Property for which a Building Permit was issued on or before **June 1** preceding the Fiscal Year for which Special Taxes are being levied and which Building Permit was issued for purposes of constructing one or more Residential Unit(s).

“Exempt Property” means all Assessor’s Parcels within CFD No. 2014-01 that are exempt from the Special Taxes pursuant to law or Section F herein.

“Final Map” means an Assessor’s Parcel Map, a Final Subdivision Map, condominium plan, lot line adjustment, or any other map functionally considered to be an equivalent development map that has been recorded in the Office of the County Recorder.

“Final Subdivision Map” means a subdivision of property creating single family residential buildable Lots by recordation of a final subdivision map or parcel map pursuant to the Subdivision Map Act (California Government Code § 66410, et seq.), or recordation of a condominium plan pursuant to California Civil Code § 1352, that creates individual Lots or condominium lots for which building permits may be issued without further subdivision and is recorded prior to **June 1** preceding the Fiscal Year in which the Special Tax is being levied.

“Fiscal Year” means the period commencing on July 1 of any year and ending the following June 30.

“Future Annexation Area” means the areas designated for potential future annexation to CFD No. 2014-01 as shown in the “Map of Proposed Boundaries of City of Placentia Future Annexation Area of Community Facilities District No. 2014-01 (Public Services)” recorded and on file with the Orange County Recorder’s Office.

“Land Use Type” means any of the land use types listed in Table 1 below.

“Lot” means property within a Final Map identified by a lot number or condominium number for which a Building Permit has been issued or may be issued.

“Maximum Special Tax” means the maximum Special Tax determined in accordance with Section C, which may be levied in any Fiscal Year on an Assessor’s Parcel of Taxable Property.

“Multi-Family Residential Property” or “MFR Property” means all Assessor’s Parcels of Developed Property for which a Building Permit has been issued for purposes of constructing a residential structure consisting of five (5) or more residential units that share common walls, including, but not limited to, condominiums, and apartment units.

“Property Owner Association Property” means for each Fiscal Year any property within the boundaries of CFD 2014-01 that was owned by, or irrevocably dedicated as indicated in an instrument recorded with the County Recorder to, a property owner association, including any master or sub-association, as of **June 1**.

“Proportionately” means in a manner such that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor’s Parcels within each Land Use Type.

“Public Property” means any property that is owned by, dedicated or irrevocably dedicated to a city, the federal government, the State of California, the County, or any other public agency (each, a “Public Entity”); provided, however, that if any such property is leased by such a Public Entity to a private entity and is thereby subject to taxation pursuant to § 53340.1 of the Act, such leasehold estate shall be classified and taxed according to the use thereof.

“Residential Property” means all Assessor’s Parcels of Developed Property within CFD No. 2014-01 for which a Building Permit has been issued for purposes of constructing one or more Residential Unit(s).

“Residential Unit” means any residence in which a person or persons may live, which is not considered to be used for non-residential purposes.

“Services” means those authorized services that may be funded by CFD No. 2014-01 pursuant to the Act, as amended, including, without limitation, those services authorized to be funded by CFD No. 2014-01 as set forth in the documents adopted by the City Council at the time CFD No. 2014-01 was formed.

“Single-Family Residential Property” or “SFR Property” means an Assessor’s Parcel classified as Developed Property for which a Building Permit(s) has been issued for purposes of constructing one or more single-family residential dwelling units including residential structures or Condominium structures that consist of 4 or fewer units which share common walls.

“Special Tax” means the special tax authorized to be levied within CFD No. 2014-01 pursuant to the Act to fund the Special Tax Requirement.

“Special Tax Requirement” means the amount, as determined by the CFD Administrator, for any Fiscal Year to: (i) pay the costs of providing the Services during such Fiscal Year, (ii) pay Administrative Expenses associated with the Special Tax, (iii) establish or replenish any operational reserve fund established for Services, (iv) pay incidental expenses related to the Services as authorized pursuant to the Act, (v) fund an amount equal to a reasonable estimate

of delinquencies expected to occur in the Fiscal Year in which the Special Tax will be levied (“Estimated Special Tax Delinquency Amount”) and (vi) fund the shortfall, if any, in the Special Tax revenues collected in the preceding Fiscal Year necessary to fund the Special Tax Requirement for Services for such Fiscal Year where such shortfall resulted from delinquencies in the payment of Special Taxes in such Fiscal Year that exceeded the Estimated Special Tax Delinquency Amount included in the Special Tax Requirement for Services for such Fiscal Year.

“**Taxable Property**” means all Assessor’s Parcels that are not exempt from the Special Tax pursuant to law or Section F.

“**Undeveloped Property**” means an Assessor’s Parcel of Taxable Property for which a Building Permit has not been issued on or before **June 1** preceding the Fiscal Year for which Special Taxes are being levied.

B. CLASSIFICATION OF ASSESSOR’S PARCELS

Each Fiscal Year, beginning with Fiscal Year 2014-2015, using the definitions above, each Assessor’s Parcel within CFD 2014-01 shall be classified by the CFD Administrator as Taxable Property or Exempt Property. In addition, each such Fiscal Year, each Assessor’s Parcel of Taxable Property shall be further classified by the CFD Administrator as Developed Property or Undeveloped Property. Developed Property shall be further classified as Single-Family Residential Property or Multi-Family Residential Property. Commencing with Fiscal Year 2014-2015 and for each subsequent Fiscal Year, Developed Residential Property shall be subject to the levy of Special Taxes pursuant to Section C below.

C. MAXIMUM ANNUAL SPECIAL TAXES

1. Developed Residential Property

Each Fiscal Year commencing in Fiscal Year 2014-2015, each Assessor’s Parcel of Developed Residential Property shall be subject to the Special Tax. The Maximum Special Tax for Developed Residential Property for Fiscal Year 2014-2015 is shown below in Table 1.

TABLE 1
DEVELOPED RESIDENTIAL PROPERTY
MAXIMUM SPECIAL TAX RATES

Land Use Type	Maximum Special Tax
Residential	
SFR Property	\$225 per Residential Unit
MFR Property	\$170 per Residential Unit

For each subsequent Fiscal Year following the Base Year, the Maximum Special Tax rate shall be increased from the Maximum Special Tax rate in effect for the prior Fiscal Year by the Annual Escalation Factor.

2. Annexed Property

Each Fiscal Year commencing in Fiscal Year 2014-2015, each Assessor's Parcel of Developed Residential Property that has been annexed into CFD 2014-01 shall be subject to the prevailing Special Tax in effect during the then current Fiscal Year and as determined by Section C.1 above.

3. Undeveloped Property

Each Fiscal Year commencing in Fiscal Year 2014-2015, each Assessor's Parcel classified as Undeveloped Property shall be exempt from the levy of the Special Tax

4. Exempt Property

No Special Tax shall be levied on Exempt Property as defined in Section F.

For each Fiscal Year, if the use or ownership of an Assessor's Parcel or Exempt Property changes so that such Assessor's Parcel is no longer classified as one of the uses set forth in Section F, therefore making such Assessor's Parcel no longer eligible to be classified as Exempt Property, such Assessor's Parcel shall be deemed to be Taxable Property and shall be taxed pursuant to the provisions of Section C.

D. METHOD OF APPORTIONMENT OF SPECIAL TAX

Commencing in Fiscal Year 2014-2015 and for each subsequent Fiscal Year, the CFD Administrator shall levy the Special Tax on all Taxable Property of CFD No. 2014-01 until the total amount of Special Tax levied equals the Special Tax Requirement. The Special Tax shall be levied Proportionately on each Assessor's Parcel of Developed Property within CFD No. 2014-01 up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.

Notwithstanding any provision of this Section D to the contrary, under no circumstances will the Special Tax levied against any Assessor's Parcel of Developed Property that is classified as Residential Property be increased by more than ten percent (10%) per Fiscal Year as a consequence of delinquency or default in the payment of Special Taxes by the owner of any other Assessor's Parcel, excluding therefrom the increased amount levied pursuant to the Annual Escalation Factor.

E. PREPAYMENT OF SPECIAL TAX

The Special Tax shall be levied in perpetuity for the purpose of financing ongoing authorized services and therefore may not be prepaid.

F. EXEMPTIONS

The City Council shall classify as Exempt Property: (i) Public Property, (ii) Property Owner Association Property, (iii) Assessor's Parcels with public or utility easements making impractical their utilization for other than the purposes set forth in the easement, including but not limited to property designated for open space, trails, pathways, parks or park and recreation related facilities, (iv) property reasonably designated by the City or CFD Administrator as Exempt Property due to deed restrictions, conservation easement, or similar factors.

G. APPEALS

Any property owner claiming that the amount or application of the Special Tax is not correct may file a written notice of appeal with the CFD Administrator not later than twelve months after having paid the first installment of the Special Tax that is disputed. The CFD Administrator shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and rule on the appeal. If the decision of the CFD Administrator requires that the Special Tax for an Assessor's Parcel be modified or changed in favor of the property owner, a cash refund shall not be made but an adjustment shall be made to the Special Tax on that Assessor's Parcel in the subsequent Fiscal Year(s) to compensate for the overpayment of the Special Tax.

H. MANNER OF COLLECTION

The annual Special Taxes shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that the Special Taxes may be billed and collected at a different time or in a different manner if necessary to meet the financial obligations of CFD No. 2014-01.