



Regular Meeting Agenda February 21, 2017

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

Craig S. Green
Mayor

Chad P. Wanke
Mayor Pro Tem

Rhonda Shader
Council Member

Ward Smith
Council Member

Jeremy B. Yamaguchi
Council Member

Patrick J. Melia
City Clerk

Kevin A. Larson
City Treasurer

Damien R. Arrula
City Administrator

Christian L. Bettenhausen
City Attorney

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

Phone: (714) 993-8117
Fax: (714) 961-0283
Email:
administration@placentia.org
Website: www.placentia.org

Mission Statement

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

Vision Statement

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

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

Procedures for Addressing the Council/Board Members

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

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

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

Special Accommodations

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

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

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

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING AGENDA- CLOSED SESSION
February 21, 2017
5:30 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER:

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

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

2. Pursuant to Government Code Section 54956.9(d)(4):
CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION
Number of Cases: 4

3. Pursuant to Government Code Section 54956.9(d)(2):
CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Number of Cases: 1

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
February 21, 2017
7:00 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER:

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

INVOCATION: Police Chaplain Gary Drabek

PLEDGE OF ALLEGIANCE: Boy Scout Troop Honor Guard

PRESENTATIONS:

- a. **Recognition - Police Department Motor Barn Eagle Scout Project**
Recipient: Eagle Scout Candidate John Thomas
Presenters: Mayor Green and City Administrator Arrula

- b. **Recognition - Non-Profit Organization Lot 318 and the Placentia Community Foundation for Services to the Placentia Community**
Recipients: Placentia Community Foundation, Vivian Perez and Lot 318, Letty Gali
Presenters: Mayor Green and City Administrator Arrula

CLOSED SESSION REPORT:

CITY ADMINISTRATOR REPORT:

ORAL COMMUNICATIONS:

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

CITY COUNCIL/BOARD MEMBER COMMENTS:

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

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

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

1.b. **City Fiscal Year 2016-17 Register for February 21, 2017
Check Register**

Fiscal Impact: \$762,872.08

Electronic Disbursement Register

Fiscal Impact: \$481,521.84

Recommended Action: It is recommended that the City Council:

- 1) Receive and file.

1.c. **Award of Construction to G2 Construction Inc., for the OCTA M2
Environmental Cleanup Program Tier 1 Grant Project Phase 3**

Fiscal Impact: Expense: \$266,700

Revenue: \$200,000 OCTA M2 Environmental Cleanup Grant
\$ 50,974 Storm Drain Construction Fund
\$ 10,354 General Fund
\$ 5,372 CalRecycle Oil Payment Program Fund

Recommended Action: It is recommended that the City Council:

- 1) Approve plans and specifications prepared by G2 Construction, Inc., dated January 5, 2017, for the Catch Basin Screen Insert Project; and
- 2) Accept the proposal submitted by G2 Construction, Inc. in the amount of \$266,700; and
- 3) Award a Public Works Agreement to G2 Construction, Inc. for OCTA M2 Environmental Cleanup Program Tier 1 Grant Project Phase 3; and
- 4) Adopt Resolution No. R-2017-08, A Resolution of the City Council of the City of Placentia, California Authorizing an award of contract to G2 Construction, Inc. for the application for funds for the Environmental Cleanup, Tier 1 Grant program under Orange County Local Transportation Ordinance No. 3 for the City of Placentia Catch Basin Inserts Project, Phase 3; and
- 5) Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

1.d. **Professional Services Agreement for a Citywide Development Impact
Fee Nexus Study**

Fiscal Impact: Expense: \$30,200

Revenue: \$30,200 General Fund

Recommended Action: It is recommended that the City Council:

- 1) Approve a not-to-exceed Professional Services Agreement with SCI Consulting Group, In., to provide a Citywide Development Impact Fee Nexus Study for a total of \$30,200; and
- 2) Authorize the City Administrator to approve amendments to this agreement up to 10% of the contract not-to-exceed amount, or \$3,020; and
- 3) Authorize the City Administrator, or his designee, to execute the necessary documents for this project, in a form approved by the City Attorney.

1.e. **Acceptance of a Public Utility Easement from the Orange County
Transportation Authority for the Kraemer Boulevard Grade Separation
Project**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Accept one (1) Easement for Public Utility purposes; and
- 2) Authorize the Mayor to sign the Certificate of Acceptance for the Public Utility Easement on behalf of the City; and
- 3) Direct the City Clerk to endorse a Public Utility Easement which embodies the acceptance of said easement, and cause the document to be submitted to the Orange County Clerk Recorder for recording of the documents.

- 1.f. **Amendment No. 2 to Professional Services Agreement with Lilley Planning Group to Complete the Transit Oriented Development Zoning Amendment**
Fiscal Impact: Expense: Amendment No. 2 Not-To-Exceed Amount: \$12,500
Total Not-To-Exceed Amount: \$45,500
Recommended Action: It is recommended that the City Council:
- 1) Approve Amendment No. 2 to the Professional Services Agreement with Lilley Planning Group for an amount not-to-exceed \$12,500 to complete the Transit Oriented Development Zoning Amendment; and
 - 2) Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.
- 1.g. **Second Reading of Ordinance No. 0-2017-03, Prohibiting Any and All Marijuana Related Uses and Activities**
Fiscal Impact: Costs Related to Enforcement
Recommended Action: It is recommended that the City Council:
- 1) Waive full reading, by title only, and adopt Ordinance 0-2017-03, An Ordinance of the City Council of the City of Placentia, California repealing Chapter 8.42 of Title 8 of the City of Placentia Municipal Code and replacing it with a new Chapter 8.42 to prohibit marijuana related uses and activities and amending provisions of Title 23 (The Zoning Code) prohibiting the development of marijuana related uses; and
 - 2) Find that the adoption of the ordinance is exempt from environmental review pursuant to Section 1506(b) (3) in that the proposed code amendments are not expected to create a negative impact on the physical environment and it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment and direct Staff to file a Notice of Exemption.
- 1.h. **Amendment No. 1 to Professional Services Agreement with CASC Engineering and Consulting to Complete the Commercial Overlay Zone Change Amendment at Crowther & Placentia**
Fiscal Impact: Expense: Amendment No. 1 Not-To-Exceed Amount: \$5,000 Total Not-To-Exceed Amount: \$45,000
Recommended Action: It is recommended that the City Council:
- 1) Approve Amendment No. 1 to the Professional Services Agreement with CASC Engineering and Consulting for an additional amount not-to-exceed \$5,000, resulting in total contract amount not-to-exceed \$45,000 to complete CEQA related services associated with establishment of a commercial zone overlay district for the period July 1, 2016 to December 31, 2017; and
 - 2) Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.
- 1.i. **Tentative Parcel Map (TPM) 2015-181: A Proposed Parcel Map to Subdivide an Approximately 0.18 Acre Lot Into Two (2) Parcels and Construction of Two (2) Residential Units Located at 1633 La Paloma Avenue within the Single Family Residential (R-1) and Oil Combining (O) Overlay Districts**
Fiscal Impact: None
Recommended Action: It is recommended that the City Council:
- 1) Adopt the findings set forth within Resolution No. PC-2016-09 (Attachment 1); and
 - 2) Approve TPM 2015-181 subject to the Special Conditions of Approval and Standard Development requirements set forth in Attachment 2.

2. PUBLIC HEARING:

3. REGULAR AGENDA:

3.a. **November 2016 (Preliminary) Treasurer's Report**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Receive and file the November 2016 (Preliminary) Treasurer's Report.

3.b. **December 2016 (Preliminary) Treasurer's Report**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Receive and file the December 2016 (Preliminary) Treasurer's Report.

3.c. **Fiscal Recap of 2016 Heritage Festival, Approval of 2017 Event and Change to Committee Structure**

Fiscal Impact: Expense: \$80,313 Expenditures for Fiscal Year (FY) 2016-17

Revenue: \$45,835 Revenues for Fiscal Year 2016-17

Net Cost: \$34,478 City General Fund for 2016 Event

Recommended Action: It is recommended that the City Council:

- 1) Approve the Heritage Festival Committee's recommendation of event date, location, parade route, and estimated net expenditure amount of \$35,000 for the 2017 Heritage Festival; and
- 2) Select one of the recommended changes to the Committee structure, and take necessary action, if required, to dissolve the formal committee.

3.d. **Annual Appointments to Fill Vacancies on Various City Commissions and Committees**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Make appointments to fill the vacancies on the City Commissions and Committees; and
- 2) Direct Staff to continue the recruitment process for applicants to fill the balance of City Commissions and Committees vacancies and schedule interviews for consideration to fill said vacancies.

3.e. **Mid-Year Budget Review for Fiscal Year 2016-17**

Fiscal Impact: See Exhibit A-Attached

Recommended Action: It is recommended that the City Council:

- 1) Receive and file the Fiscal Year 2016-17 Mid-Year budget report; and
- 2) Approve Budget Resolution R-2017-09, A Resolution of the City Council of the City of Placentia Authorizing the Mid-Year Amendment to the Fiscal Year 2016-17 Budget; and
- 3) Approve the amendments to the Personnel Allocation Plan and Compensation Plan/Salary schedule.

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 Tuesday, March 7, 2017 at 5:30 p.m.

TENTATIVE AGENDA FORECAST

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

- 2016 Housing Element Annual Progress Report
- Accept Right-of-Way and Easement for Street Dedication at 334 Morse Avenue
- Amendment to Agreement with Merchants Landscape for Citywide Landscape Maintenance
- Lakeview Loop Street Renaming
- Amendment to Professional Services Agreement for Traffic Engineering Services with Albert Grover
- Long Range Property Management Plan for the Successor Agency to the former Redevelopment Agency
- Residential Sidewalk and Tree Maintenance Policies

CERTIFICATION OF POSTING

I, Rosanna Ramirez, 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 February 21, 2017 meetings of the City Council, Successor Agency, and Industrial Commercial Development Authority was posted on February 16, 2017.

Rosanna Ramirez, Chief Deputy City Clerk

City of Placentia
Check Register
 For 02/21/2017

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

Check Totals by ID	
AP	762,872.08
EP	0.00
IP	0.00
OP	0.00

Grand Total: 762,872.08

Fund Name	Check Totals by Fund
101-General Fund (0010)	173,010.10
208-Secssr Agency Ret Oblig (0054)	8,753.62
210-Measure M (0018)	3,944.16
211-PEG Fund (0058)	4,051.00
225-Asset Seizure (0021)	746.63
260-Street Lighting District (0028)	6,892.72
265-Landscape Maintenance (0029)	19,286.75
275-Sewer Maintenance (0048)	36,305.10
401-City Capital Projects (0033)	113,264.27
501-Refuse Administration (0037)	64.26
601-Employee Health & Wifre (0039)	278,873.93
605-Risk Management (0040)	107,920.54
701-Special Deposits (0044)	9,759.00

Void Total: 0.00
 Check Total: 762,872.08

Check Total: 762,872.08



02/15/2017 :Date
 14:59:07 :Time

1.b.
February 21, 2017

**City of Placentia
Check Register
For 02/15/2017**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	ACTION EMBROIDERY CORP V000082	CORREC STAFF SWEATSHIRTS	104071-6360 Uniforms	AP020117	385.20	0311862		00093448	02/02/2017
MW OH	ADVANCED BUSINESS V010154	GRANT WRITING SERVICES	333555-6185 / 79542-6185 Construction Services	Check Total: AP020117	385.20		P10931	00093449	02/02/2017
MW OH	ALTERNATIVE HOSE INC V005320	HOSE FITTINGS	103658-6134 Vehicle Repair & Maintenance	Check Total: AP020117	3,000.00			00093450	02/02/2017
MW OH	ARAMARK UNIFORM V004232	PW UNIFORMS	103650-6360 Uniforms	Check Total: AP020117	60.66			00093451	02/02/2017
MW OH	ARAMARK UNIFORM V004232	FACILITY MAT CLEANING	103654-6301 Special Department Supplies	Check Total: AP020117	131.32	5321164523		00093451	02/02/2017
MW OH	CALMAT CO. V010007	ASPHALT	103652-6301 Special Department Supplies	Check Total: AP020117	153.69	532164524		00093451	02/02/2017
MW OH	CALMAT CO. V010007	ASPHALT	103652-6301 Special Department Supplies	Check Total: AP020117	285.01			00093452	02/02/2017
MW OH	CALPERS V003986	FY 16/17 SURVIVOR BENEFITS	395083-5168 Pers Survivor Premiums	Check Total: AP020117	304.19	71348115		00093452	02/02/2017
MW OH	CALPERS V003986	FY 16/17 SURVIVOR BENEFITS	395083-5168 Pers Survivor Premiums	Check Total: AP020117	301.94	71348116		00093452	02/02/2017
MW OH	CALPERS V003986	FY 16/17 SURVIVOR BENEFITS	395083-5168 Pers Survivor Premiums	Check Total: AP020117	606.13			00093453	02/02/2017
MW OH	CALPERS V003986	FY 16/17 SURVIVOR BENEFITS	395083-5168 Pers Survivor Premiums	Check Total: AP020117	1,806.00	10000001489719		00093453	02/02/2017
MW OH	CALPERS V003986	FY 16/17 SURVIVOR BENEFITS	395083-5168 Pers Survivor Premiums	Check Total: AP020117	567.60	10000001489728		00093453	02/02/2017
MW OH	CALPERS V003986	FY 16/17 SURVIVOR BENEFITS	395083-5168 Pers Survivor Premiums	Check Total: AP020117	1,857.60	10000001489736		00093453	02/02/2017
MW OH	CALPERS V003986	FY 16/17 SURVIVOR BENEFITS	395083-5168 Pers Survivor Premiums	Check Total: AP020117	722.40	10000001489884		00093453	02/02/2017
MW OH	CALPERS V003986	FY 16/17 SURVIVOR BENEFITS	395083-5168 Pers Survivor Premiums	Check Total: AP020117	1,444.80	10000001489890		00093453	02/02/2017

City of Placentia
Check Register
For 02/15/2017

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	CANON SOLUTIONS V008809	AMERICACT-JAN COPIER USAGE	109595-6175 Office Equipment Rental	AP020117	6,398.40	4021231708		00093454	02/02/2017
			Check Total:		1,630.01				
MW OH	CCAC V010338	MEMBERSHIP - MARTINEZ	101002-6255 Dues & Memberships	AP020117	70.00	1674		00093455	02/02/2017
MW OH	CCAC V010338	MEMBERSHIP - MELIA	101002-6255 Dues & Memberships	AP020117	170.00	1718		00093455	02/02/2017
MW OH	CCAC V010338	MEMBERSHIP - RAMIREZ	101002-6255 Dues & Memberships	AP020117	70.00	1927		00093455	02/02/2017
			Check Total:		310.00				
MW OH	COMLOCK V003166	KEYS	103654-6301 Special Department Supplies	AP020117	14.37	74717		00093456	02/02/2017
			Check Total:		14.37				
MW OH	COMMERCIAL AQUATIC V005203	JAN GOMEZ POOL CHEMICALS	103654-6130 Repair & Maint/Facilities	AP020117	460.02	117-0261		00093457	02/02/2017
MW OH	COMMERCIAL AQUATIC V005203	JAN WHITTEN POOL CHEMICALS	103654-6130 Repair & Maint/Facilities	AP020117	694.99	117-0267		00093457	02/02/2017
			Check Total:		1,155.01				
MW OH	DFS FLOORING INC V000099	JAN CARPET CLEANING	103654-6130 Repair & Maint/Facilities	AP020117	665.00	305857-14		00093458	02/02/2017
			Check Total:		665.00				
MW OH	EMPIRE MEDIA V005067	JAN MEDIA PRODUCTION SERVICES	581573-6099 Professional Services	AP020117	4,051.00	PLA-17-001	P10887	00093459	02/02/2017
			Check Total:		4,051.00				
MW OH	ENTENMANN-ROVIN CO V000342	CITY COUNCIL BADGES	101001-6301 Special Department Supplies	AP020117	484.01	0124133-IN		00093460	02/02/2017
			Check Total:		484.01				
MW OH	EVERBANK COMMERCIAL	JAN PRINTER MANAGEMENT SVS	109595-6137	AP020117	2,017.64	4220651	P10861	00093461	02/02/2017

**City of Placentia
Check Register
For 02/15/2017**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V009592		Repair Maint/Equipment						
MW OH	FEDEX V000394	SHIPPING CHARGES	101512-6325 Postage	AP020117	2,017.64	38.81 5-681-95700		00093462	02/02/2017
				Check Total:	38.81				
MW OH	GAS CO, THE V000909	DEC-JAN GAS CHARGES	109595-6340 Natural Gas	AP020117	1,137.64	012617		00093463	02/02/2017
				Check Total:	38.81				
MW OH	GAS CO, THE V000909	DEC-JAN GAS CHARGES	109595-6340 / 61139-6340 Natural Gas	AP020117	16.84	012617		00093463	02/02/2017
				Check Total:	1,154.48				
MW OH	GOLDEN STATE WATER V000928	NOV-JAN WATER CHARGES	296561-6335 Water	AP020117	4,254.56	012017		00093464	02/02/2017
				Check Total:	6,975.96				
MW OH	GOLDEN STATE WATER V000928	NOV-JAN WATER CHARGES	109595-6335 Water	AP020117	6,975.96	012017		00093464	02/02/2017
				Check Total:	11,230.52				
MW OH	GONZALEZ, ALMA V010340	DEPOSIT REFUND - WHITTEN	100000-4385 Facility Rental	AP020117	150.00	2001462.002		00093465	02/02/2017
				Check Total:	150.00				
MW OH	HDL COREN & CONE V001564	JAN-MARCH PROPERTY TAX SVS	102020-6099 Professional Services	AP020117	3,465.00	0023566-IN		00093466	02/02/2017
				Check Total:	3,465.00				
MW OH	HONEYWELL V001388	A/C REPAIRS	103654-6130 Repair & Maint/Facilities	AP020117	841.05	5238817023		00093467	02/02/2017
				Check Total:	841.05				
MW OH	HOUSTON & HARRIS PCS INGHYDRO-WASH SEWER CLEANING V010110		484376-6999 Other Expenditure	AP020117	1,860.00	17-20089	P10963	00093468	02/02/2017
				Check Total:	1,860.00				
MW OH	HR GREEN INC V007928	NOV CITY ENGINEERING SVS	333552-6185 / 61059-6185 Construction Services	AP020117	1,800.00	109429		00093469	02/02/2017

**City of Placentia
Check Register
For 02/15/2017**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	HR GREEN INC V007928	DEC CITY ENGINEERING SVS	333552-6185 / 61059-6185 Construction Services	AP020117	300.00	109430		00093469	02/02/2017
MW OH	HR GREEN INC V007928	NOV CITY ENGINEERING SVS	484356-6015 Engineering Services	AP020117	12,900.00	109429	P10907	00093469	02/02/2017
MW OH	HR GREEN INC V007928	DEC CITY ENGINEERING SVS	484356-6015 Engineering Services	AP020117	7,575.00	109430	P10907	00093469	02/02/2017
Check Total:					22,575.00				
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6301 Special Department Supplies	AP020117	1,406.50	2836336-00		00093470	02/02/2017
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6301 Special Department Supplies	AP020117	74.12	2836336-01		00093470	02/02/2017
Check Total:					1,480.62				
MW OH	KNOWLES-MCNIFF INC V000558	JAN SOFTWARE MAINT	101523-6136 Software Maintenance	AP020117	2,926.50	INV90926	P10860	00093471	02/02/2017
Check Total:					2,926.50				
MW OH	KOSMONT COMPANIES V006131	FINANCE CHARGE	102534-6099 Professional Services	AP020117	70.08	FC 0001 1604.2		00093472	02/02/2017
MW OH	KOSMONT COMPANIES V006131	FINANCE CHARGE	102534-6099 Professional Services	AP020117	47.07	FC 0003 1604.2		00093472	02/02/2017
MW OH	KOSMONT COMPANIES V006131	FINANCE CHARGE	102534-6099 Professional Services	AP020117	44.13	FC 0004 1604.2		00093472	02/02/2017
MW OH	KOSMONT COMPANIES V006131	FINANCE CHARGE	102534-6099 Professional Services	AP020117	48.53	FC 0005 1604.2		00093472	02/02/2017
Check Total:					209.81				
MW OH	MAILFINANCE V008685	POSTAGE MACHINE LEASE PMT	109595-6175 Office Equipment Rental	AP020117	1,172.63	H6355997		00093473	02/02/2017
Check Total:					1,172.63				
MW OH	MC FADDEN-DALE V000635	ROOF PATCH	103654-6301 Special Department Supplies	AP020117	64.26	270815/5		00093474	02/02/2017

City of Placentia
Check Register
For 02/15/2017

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	MUNITEMPS V009595	1/9-19 FINANCE MANAGER SVS	102020-6099 Professional Services	AP020117	8,050.00	127004	P10976	00093475	02/02/2017
				Check Total:	64.26				
MW OH	NICKEY PETROLEUM V000696	MOTOR OIL	103658-6345 Gasoline & Diesel Fuel	AP020117	1,995.96	328418		00093476	02/02/2017
				Check Total:	8,050.00				
MW OH	NUVIS V010153	PHOTO SIMULATIONS	332531-6017 / 61086-6017 Special Studies	AP020117	17,700.00	16-283.03	P10997	00093477	02/02/2017
				Check Total:	17,700.00				
MW OH	OFFICE INDUSTRIES V007477	RECYCLED PAPER	109595-6315 Office Supplies	AP020117	146.48	58025		00093478	02/02/2017
MW OH	OFFICE INDUSTRIES V007477	RECYCLED PAPER	109595-6315 Office Supplies	AP020117	223.24	58888		00093478	02/02/2017
MW OH	OFFICE INDUSTRIES V007477	RECYCLED PAPER	109595-6315 Office Supplies	AP020117	195.31	58948		00093478	02/02/2017
MW OH	OFFICE INDUSTRIES V007477	RECYCLED PAPER	109595-6315 Office Supplies	AP020117	244.13	59042		00093478	02/02/2017
MW OH	OFFICE INDUSTRIES V007477	RECYCLED PAPER	109595-6315 Office Supplies	AP020117	243.57	59131		00093478	02/02/2017
MW OH	OFFICE INDUSTRIES V007477	RECYCLED PAPER	109595-6315 Office Supplies	AP020117	243.57	59189		00093478	02/02/2017
MW OH	OFFICE INDUSTRIES V007477	RECYCLED PAPER	109595-6315 Office Supplies	AP020117	97.65	B58025-1		00093478	02/02/2017
				Check Total:	1,393.95				
MW OH	PARKHOUSE TIRE INC V004472	TIRES	103658-6134 Vehicle Repair & Maintenance	AP020117	864.20	1020175022		00093479	02/02/2017
MW OH	PARKHOUSE TIRE INC V004472	TIRES	103658-6134 Vehicle Repair & Maintenance	AP020117	576.14	1020175209		00093479	02/02/2017

**City of Placentia
Check Register
For 02/15/2017**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
			Check Total:		1,440.34				
MW OH	PARTS SOURCE V000817	VEHICLE PARTS	103658-6301 Special Department Supplies	AP020117	85.15	50732		00093480	02/02/2017
MW OH	PARTS SOURCE V000817	VEHICLE PARTS	103658-6301 Special Department Supplies	AP020117	126.68	50891		00093480	02/02/2017
MW OH	PARTS SOURCE V000817	VEHICLE PARTS	103658-6301 Special Department Supplies	AP020117	12.02	50973		00093480	02/02/2017
MW OH	PARTS SOURCE V000817	CREDIT	103658-6301 Special Department Supplies	AP020117	-13.00	633071		00093480	02/02/2017
			Check Total:		210.85				
MW OH	PATRICKS' MUSIC SCHOOL V006887	WINTER INSTRUCTOR PAYMENT	104071-6060 Instructional Services	AP020117	163.80	WINTER 2017		00093481	02/02/2017
			Check Total:		163.80				
MW OH	PLACENTIA CITY OF V000778	DENTAL CLAIMS	395083-5130 Dental Claim	AP020117	9,298.56	20217		00093482	02/02/2017
			Check Total:		9,298.56				
MW OH	PLACENTIA, CITY OF V000782	WORKER'S COMP CLAIMS	404580-5165 Workers' Compensation Claims	AP020117	107,920.54	20217		00093483	02/02/2017
			Check Total:		107,920.54				
MW OH	PROCURE AMERICA V009591	FEB PRINTER SAVINGS	109595-6137 Repair Maint/Equipment	AP020117	400.42	2-1721	P10867	00093484	02/02/2017
			Check Total:		400.42				
MW OH	R DEPENDABLE V010189	EOC CONSTRUCTION SVS	333554-6185 / 61093-6185 Construction Services	AP020117	7,920.84	2074	P10955	00093485	02/02/2017
MW OH	R DEPENDABLE V010189	EOC CONSTRUCTION SVS	333554-6185 / 61093-6185 Construction Services	AP020117	14,083.01	2076	P10955	00093485	02/02/2017
			Check Total:		22,003.85				
MW OH	REESE, STACY V009331	WINTER INSTRUCTOR PAYMENT	104071-6060 Instructional Services	AP020117	390.00	WINTER 2017		00093486	02/02/2017

**City of Placentia
Check Register
For 02/15/2017**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	SAMURAI ACADEMY V009059	WINTER INSTRUCTOR PAYMENT	104071-6060 Instructional Services	Check Total: AP020117	390.00 107.90	WINTER 2017		00093487	02/02/2017
MW OH	SCI CONSULTING GROUP V009433	LMD ASSESSMENT LEVY ADMIN SVS	96561-6015 Engineering Services	Check Total: AP020117	107.90 6,892.71	C6694	P10998	00093488	02/02/2017
MW OH	SCI CONSULTING GROUP V009433	SLD ASSESSMENT LEVY ADMIN SVS	286560-6015 Engineering Services	AP020117	6,892.72	C6694	P10998	00093488	02/02/2017
MW OH	SMITH, DONNA V001269	WINTER INSTRUCTOR PAYMENT	104071-6060 Instructional Services	Check Total: AP020117	13,785.43 936.00	WINTER 2017		00093489	02/02/2017
MW OH	SPRINT V006533	JAN PD RELAY SERVICES	109595-6215 Telephone	Check Total: AP020117	936.00 37.99	313574471-063		00093490	02/02/2017
MW OH	SUNGARD PUBLIC SECTOR V005987	ELF FORM SIGNATURE UPDATE	101523-6136 Software Maintenance	Check Total: AP020117	37.99 200.00	132254		00093491	02/02/2017
MW OH	TIME WARNER CABLE V004450	JAN-FEB PD CABLE	109595-6215 Telephone	Check Total: AP020117	200.00 121.27	21042 FEB 17		00093492	02/02/2017
MW OH	TIME WARNER CABLE V004450	JAN-FEB 10 MB FIBER FEES	109595-6215 Telephone	AP020117	1,381.97	35200 FEB 17		00093492	02/02/2017
MW OH	TIME WARNER CABLE V004450	JAN-FEB 10 MB FIBER FEES	109595-6215 Telephone	AP020117	1,217.98	47700 FEB 17		00093492	02/02/2017
MW OH	TODD, LARRY V002103	WINTER INSTRUCTOR PAYMENT	104071-6060 Instructional Services	Check Total: AP020117	2,721.22 1,677.00	WINTER 2017		00093493	02/02/2017
MW OH	TOLEDO, MANUEL A	WINTER INSTRUCTOR PAYMENT	104071-6060	Check Total: AP020117	1,677.00 1,309.75	WINTER 2017		00093494	02/02/2017

**City of Placentia
Check Register
For 02/15/2017**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V004294		Instructional Services						
MW OH	TORRES, CARLOS V010342	POOL BOND REFUND	0044-2045 Construction Deposits(Swim)	Check Total: AP020117	1,309.75	500.00 50-1-658		00093495	02/02/2017
MW OH	TREETOP PRODUCTS INC V010178	PATIO FURNITURE	103654-6130 Repair & Maint/Facilities	Check Total: AP020117	500.00	7,335.62 TP00005955	P10944	00093496	02/02/2017
MW OH	VERIZON WIRELESS V008735	12/21-1/20 PD AIRCARDS	109595-6215 Telephone	Check Total: AP020117	7,335.62	1,437.93 9779013069		00093497	02/02/2017
MW OH	VERIZON WIRELESS V008735	12/21-1/20 CA IPAD CHARGES	109595-6215 Telephone	AP020117	38.01	9779013070		00093497	02/02/2017
MW OH	VERIZON WIRELESS V008735	12/21-1/20 COUNCIL IPAD CHARGE	109595-6215 Telephone	AP020117	106.92	9779013071		00093497	02/02/2017
MW OH	VERIZON WIRELESS V008735	12/21-1/20 KRAEMER GRADE SEP	109595-6215 Telephone	AP020117	38.01	9779018383		00093497	02/02/2017
MW OH	VILLAGRANA, ELSA V010341	COMMUNITY MEETING SUPPLIES	332531-6315 / 61086-6315 Office Supplies	Check Total: AP020117	1,620.87	48.57 15468-IN		00093498	02/02/2017
MW OH	YORBA LINDA WATER V001148	DEC-JAN WATER CHARGES	109595-6335 Water	Check Total: AP020117	48.57	502.71 012317		00093499	02/02/2017
MW OH	CALIFORNIA STATE V004813	P/E 1/28/17 PD DATE 2/3/17	0037-2196 Garnishments W/H	Check Total: PY17003	502.71	46.14 2700/1701003		00093500	02/03/2017
MW OH	CALIFORNIA STATE V004813	P/E 1/28/17 PD DATE 2/3/17	0048-2196 Garnishments W/H	PY17003	137.89	2700/1701003		00093500	02/03/2017
MW OH	CALIFORNIA STATE V004813	P/E 1/28/17 PD DATE 2/3/17	0010-2196 Garnishments W/H	PY17003	941.53	2700/1701003		00093500	02/03/2017

**City of Placentia
Check Register
For 02/15/2017**

Type	Vendor Name/ID	Description	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	CALIFORNIA STATE V004813	P/E 1/28/17 PD DATE 2/3/17	Garnishments W/H	0029-2196	PY17003	22.50	2700/1701003		00093500	02/03/2017
					Check Total:	1,148.06				
MW OH	FRANCHISE TAX BOARD V000404	P/E 1/28/17 PD DATE 2/3/17	Garnishments W/H	0010-2196	PY17003	48.00	2710/1701003		00093501	02/03/2017
MW OH	FRANCHISE TAX BOARD V000404	P/E 1/28/17 PD DATE 2/3/17	Garnishments W/H	0029-2196	PY17003	6.00	2710/1701003		00093501	02/03/2017
MW OH	FRANCHISE TAX BOARD V000404	P/E 1/28/17 PD DATE 2/3/17	Garnishments W/H	0048-2196	PY17003	6.00	2710/1701003		00093501	02/03/2017
					Check Total:	60.00				
MW OH	ORANGE COUNTY V000699	P/E 1/28/17 PD DATE 2/3/17	PCEA/OCEA Assoc Dues	0037-2176	PY17003	0.96	2610/1701003		00093502	02/03/2017
MW OH	ORANGE COUNTY V000699	P/E 1/28/17 PD DATE 2/3/17	PCEA/OCEA Assoc Dues	0029-2176	PY17003	8.62	2610/1701003		00093502	02/03/2017
MW OH	ORANGE COUNTY V000699	P/E 1/28/17 PD DATE 2/3/17	PCEA/OCEA Assoc Dues	0048-2176	PY17003	26.42	2610/1701003		00093502	02/03/2017
MW OH	ORANGE COUNTY V000699	P/E 1/28/17 PD DATE 2/3/17	PCEA/OCEA Assoc Dues	0010-2176	PY17003	291.08	2610/1701003		00093502	02/03/2017
					Check Total:	327.08				
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 1/28/17 PD DATE 2/3/17	PCEA/OCEA Assoc Dues	0029-2176	PY17003	0.89	2615/1701003		00093503	02/03/2017
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 1/28/17 PD DATE 2/3/17	PCEA/OCEA Assoc Dues	0037-2176	PY17003	0.10	2615/1701003		00093503	02/03/2017
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 1/28/17 PD DATE 2/3/17	PCEA/OCEA Assoc Dues	0048-2176	PY17003	2.74	2615/1701003		00093503	02/03/2017
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 1/28/17 PD DATE 2/3/17	PCEA/OCEA Assoc Dues	0010-2176	PY17003	30.27	2615/1701003		00093503	02/03/2017
					Check Total:	34.00				
MW OH	PLACENTIA POLICE	P/E 1/28/17 PD DATE 2/3/17		0010-2180	PY17003	877.83	2625/1701003		00093504	02/03/2017

**City of Placentia
Check Register
For 02/15/2017**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000839		Police Mgmt Assn Dues						
MW OH	PLACENTIA POLICE V003519	P/E 1/28/17 PD DATE 2/3/17		Check Total: PY17003	877.83	2,844.63 2620/1701003		00093505	02/03/2017
MW OH	VANTAGEPOINT TRANSFER V007191	P/E 1/28/17 PD DATE 2/3/17	Deferred Comp Payable - ICMA	Check Total: PY17003	2,844.63	87.43 2606/1701003		00093506	02/03/2017
MW OH	VANTAGEPOINT TRANSFER V007191	P/E 1/28/17 PD DATE 2/3/17	Deferred Comp Payable - ICMA	PY17003	31.07	2606/1701003		00093506	02/03/2017
MW OH	VANTAGEPOINT TRANSFER V007191	P/E 1/28/17 PD DATE 2/3/17	Deferred Comp Payable - ICMA	PY17003	2,388.41	2606/1701003		00093506	02/03/2017
MW OH	VANTAGEPOINT TRANSFER V007191	P/E 1/28/17 PD DATE 2/3/17	Deferred Comp Payable - ICMA	PY17003	17.06	2606/1701003		00093506	02/03/2017
MW OH	ALTERNATIVE HOSE INC V005320	HOSE ASSEMBLY	Vehicle Repair & Maintenance	Check Total: AP020917	2,523.97	20.55 566173		00093507	02/09/2017
MW OH	ANAHEIM FULLERTON V006631	SEPT TOWING SERVICES	Towing Services	Check Total: AP020917	20.55	90.75 181601	P10874	00093508	02/09/2017
MW OH	ANAHEIM FULLERTON V006631	SEPT TOWING SERVICES	Towing Services	AP020917	165.00	181605	P10874	00093508	02/09/2017
MW OH	ANAHEIM FULLERTON V006631	SEPT TOWING SERVICES	Towing Services	AP020917	165.00	181630	P10874	00093508	02/09/2017
MW OH	ANAHEIM FULLERTON V006631	SEPT TOWING SERVICES	Towing Services	AP020917	90.75	181631	P10874	00093508	02/09/2017
MW OH	ANAHEIM FULLERTON V006631	SEPT TOWING SERVICES	Towing Services	AP020917	165.00	181632	P10874	00093508	02/09/2017
MW OH	ANAHEIM FULLERTON V006631	SEPT TOWING SERVICES	Towing Services	AP020917	165.00	181639	P10874	00093508	02/09/2017

**City of Placentia
Check Register
For 02/15/2017**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	ANAHEIM FULLERTON V006631	SEPT TOWING SERVICES	103047-6181 Towing Services	AP020917	165.00	184949	P10874	00093508	02/09/2017
MW OH	ANAHEIM FULLERTON V006631	OCT CSUF PD TOWING SERVICES	103047-6181 Towing Services	AP020917	90.75	185637	P10874	00093508	02/09/2017
MW OH	ANAHEIM FULLERTON V006631	SEPT TOWING SERVICES	103047-6181 Towing Services	AP020917	165.00	187307	P10874	00093508	02/09/2017
MW OH	ANAHEIM FULLERTON V006631	SEPT TOWING SERVICES	103047-6181 Towing Services	AP020917	90.75	187315	P10874	00093508	02/09/2017
MW OH	ANAHEIM FULLERTON V006631	SEPT CSUF PD TOWING SERVICES	103047-6181 Towing Services	AP020917	90.75	187331	P10874	00093508	02/09/2017
MW OH	ANAHEIM FULLERTON V006631	SEPT TOWING SERVICES	103047-6181 Towing Services	AP020917	165.00	187336	P10874	00093508	02/09/2017
MW OH	ANAHEIM FULLERTON V006631	SEPT TOWING SERVICES	103047-6181 Towing Services	AP020917	90.75	187343	P10874	00093508	02/09/2017
MW OH	ANAHEIM FULLERTON V006631	SEPT TOWING SERVICES	103047-6181 Towing Services	AP020917	165.00	187823	P10874	00093508	02/09/2017
MW OH	ANAHEIM FULLERTON V006631	SEPT CSUF PD TOWING SERVICES	103047-6181 Towing Services	AP020917	90.75	187824	P10874	00093508	02/09/2017
MW OH	ANAHEIM FULLERTON V006631	SEPT TOWING SERVICES	103047-6181 Towing Services	AP020917	165.00	187825	P10874	00093508	02/09/2017
MW OH	ANAHEIM FULLERTON V006631	SEPT TOWING SERVICES	103047-6181 Towing Services	AP020917	90.75	187826	P10874	00093508	02/09/2017
MW OH	ANAHEIM FULLERTON V006631	SEPT TOWING SERVICES	103047-6181 Towing Services	AP020917	90.75	187829	P10874	00093508	02/09/2017
MW OH	ANAHEIM FULLERTON V006631	SEPT TOWING SERVICES	103047-6181 Towing Services	AP020917	90.75	187871	P10874	00093508	02/09/2017
MW OH	ANAHEIM FULLERTON V006631	SEPT TOWING SERVICES	103047-6181 Towing Services	AP020917	165.00	188202	P10874	00093508	02/09/2017
MW OH	ANAHEIM FULLERTON V006631	SEPT TOWING SERVICES	103047-6181 Towing Services	AP020917	90.75	188203	P10874	00093508	02/09/2017

City of Placentia
Check Register
For 02/15/2017

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	ANAHEIM FULLERTON V006631	SEPT TOWING SERVICES	103047-6181 Towing Services	AP020917	165.00	188204	P10874	00093508	02/09/2017
MW OH	ANAHEIM FULLERTON V006631	SEPT TOWING SERVICES	103047-6181 Towing Services	AP020917	90.75	189771	P10874	00093508	02/09/2017
MW OH	ANAHEIM FULLERTON V006631	SEPT TOWING SERVICES	103047-6181 Towing Services	AP020917	165.00	189782	P10874	00093508	02/09/2017
MW OH	ANAHEIM FULLERTON V006631	SEPT CSUF PD TOWING SERVICES	103047-6181 Towing Services	AP020917	165.00	189785	P10874	00093508	02/09/2017
MW OH	ANAHEIM FULLERTON V006631	SEPT CSUF PD TOWING SERVICES	103047-6181 Towing Services	AP020917	165.00	189791	P10874	00093508	02/09/2017
MW OH	ANAHEIM FULLERTON V006631	SEPT CSUF PD TOWING SERVICES	103047-6181 Towing Services	AP020917	165.00	189906	P10874	00093508	02/09/2017
MW OH	ANAHEIM FULLERTON V006631	SEPT TOWING SERVICES	103047-6181 Towing Services	AP020917	165.00	189911	P10874	00093508	02/09/2017
MW OH	ANAHEIM FULLERTON V006631	SEPT CSUF PD TOWING SERVICES	103047-6181 Towing Services	AP020917	165.00	189928	P10874	00093508	02/09/2017
MW OH	ANAHEIM FULLERTON V006631	SEPT TOWING SERVICES	103047-6181 Towing Services	AP020917	165.00	190856	P10874	00093508	02/09/2017
MW OH	ANAHEIM FULLERTON V006631	SEPT TOWING SERVICES	103047-6181 Towing Services	AP020917	165.00	190882	P10874	00093508	02/09/2017
Check Total:					4,224.00				
MW OH	ANTHEM LIFE INSURANCE V000046	FEB LIFE INSURANCE	103040-5110 Life Ins Allocation	AP020917	5.00	2117		00093509	02/09/2017
Check Total:					5.00				
MW OH	ARAMARK UNIFORM V004232	PW UNIFORMS	103650-6360 Uniforms	AP020917	131.32	532181656		00093510	02/09/2017
MW OH	ARAMARK UNIFORM V004232	FACILITY MAT CLEANING	103654-6301 Special Department Supplies	AP020917	252.89	532181657		00093510	02/09/2017
Check Total:					384.21				
MW OH	AT & T	FEB INTERNET SVS	109595-6215	AP020917	70.00	FEBRUARY 17		00093511	02/09/2017

**City of Placentia
Check Register
For 02/15/2017**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	V008736 AT & T V008736	FEB PD YARD INTERNET SVS	Telephone 109595-6215 Telephone	AP020917	50.78	FEBRUARY PD		00093511	02/09/2017
MW OH	V006622 ATHENS SERVICES	JAN STREET SWEEPING SVS	103652-6290 Dept. Contract Services	Check Total: AP020917	120.78 13,492.36	3060503	P10892	00093512	02/09/2017
MW OH	V010118 BOA ARCHITECTURE	BACK BLDG CONSTRUCTION PLANS	33554-6185 / 6106840023-6185 Construction Services	Check Total: AP020917	13,492.36 1,146.00	16-273-4		00093513	02/09/2017
MW OH	V002941 BUTTS, BRAD	FALL TUITION REIMBURSEMENT	109595-5150 Tuition Reimbursement	Check Total: AP020917	1,146.00 2,953.10	08102016		00093514	02/09/2017
MW OH	V010348 CA-HI-NV DISTRICT	OCFA AWARDS DINNER	101001-6245 Meetings & Conferences	Check Total: AP020917	2,953.10 100.00	2817		00093515	02/09/2017
MW OH	V008102 CALIFORNIA DENTAL	FEB DENTAL INSURANCE	395000-4720 ISF Dental Ins Reimbursement	Check Total: AP020917	100.00 467.74	FEB 17		00093516	02/09/2017
MW OH	V008102 CALIFORNIA DENTAL	FEB DENTAL INSURANCE	395083-5162 Dental Insurance Premiums	AP020917	203.30	FEB 17		00093516	02/09/2017
MW OH	V009955 CALIFORNIA NEWSPAPER	DEC LEGAL ADVERTISING	101002-6299 Other Purchased Services	Check Total: AP020917	671.04 8,000.00	12312016		00093517	02/09/2017
MW OH	V009955 CALIFORNIA NEWSPAPER	NOV LEGAL ADVERTISING	101002-6299 Other Purchased Services	AP020917	447.46	12312016		00093517	02/09/2017
MW OH	V006234 CALIFORNIA PUBLIC	FEB MEDICAL INSURANCE	395083-5161 Health Insurance Premiums	Check Total: AP020917	8,447.46 13,312.00	10000001489698		00093518	02/09/2017
MW OH	CALIFORNIA PUBLIC	FEB MEDICAL INSURANCE	395000-4715	AP020917	241,701.68	10000001489698		00093518	02/09/2017

**City of Placentia
Check Register
For 02/15/2017**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V006234		ISF Health Ins Reimbursement						
MW OH	CALIFORNIA STATE V010097	JAN LIVESCAN BILLING	101512-6099 Professional Services	AP020917	22.00	ASR12724		00093519	02/09/2017
			Check Total:		255,013.68				
MW OH	CALMAT CO. V010007	ASPHALT	103652-6301 Special Department Supplies	AP020917	304.93	71351988		00093520	02/09/2017
MW OH	CALMAT CO. V010007	ASPHALT	103652-6301 Special Department Supplies	AP020917	306.43	71351989		00093520	02/09/2017
MW OH	CALMAT CO. V010007	ASPHALT	103652-6301 Special Department Supplies	AP020917	303.43	71353743		00093520	02/09/2017
MW OH	CALMAT CO. V010007	ASPHALT	103652-6301 Special Department Supplies	AP020917	307.18	71356773		00093520	02/09/2017
			Check Total:		1,221.97				
MW OH	CANON FINANCIAL SERVICES V008867	PROPERTY TAX FEES	109595-6175 Office Equipment Rental	AP020917	6.92	16942312		00093521	02/09/2017
MW OH	CANON FINANCIAL SERVICES V008867	COPIER LEASE	109595-6175 Office Equipment Rental	AP020917	20.48	16942313		00093521	02/09/2017
			Check Total:		27.40				
MW OH	CANON SOLUTIONS V008809	AMERICAN COPIER USAGE	109595-6175 Office Equipment Rental	AP020917	183.44	4021366903		00093522	02/09/2017
MW OH	CANON SOLUTIONS V008809	AMERICAN COPIER BASE CHARGES	109595-6175 Office Equipment Rental	AP020917	26.39	4021367972		00093522	02/09/2017
MW OH	CANON SOLUTIONS V008809	AMERICAN COPIER BASE CHARGES	109595-6175 Office Equipment Rental	AP020917	11.00	4021372811		00093522	02/09/2017
MW OH	CANON SOLUTIONS V008809	AMERICAN COPIER USAGE	109595-6175 Office Equipment Rental	AP020917	233.90	4021400869		00093522	02/09/2017
			Check Total:		454.73				
MW OH	CHITWOOD, SARAH	MEETING SUPPLIES	104071-6301	AP020917	57.43	020117		00093523	02/09/2017

**City of Placentia
Check Register
For 02/15/2017**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V008288		Special Department Supplies						
MW OH	CLEAR CHOICE LIEN SALES JAN CSUF PD LIEN SERVICES V005847		103047-6182 Lien Services	AP020917	25.00	277A	P10911	00093524	02/09/2017
				Check Total:	57.43				
MW OH	CLEAR CHOICE LIEN SALES JAN LIEN SERVICES V005847		103047-6182 Lien Services	AP020917	50.00	277B	P10911	00093524	02/09/2017
MW OH	CLEAR CHOICE LIEN SALES JAN CSUF PD LIEN SERVICES V005847		103047-6182 Lien Services	AP020917	12.50	282A	P10911	00093524	02/09/2017
MW OH	CLEAR CHOICE LIEN SALES JAN LIEN SERVICES V005847		103047-6182 Lien Services	AP020917	37.50	282B	P10911	00093524	02/09/2017
MW OH	CLEAR CHOICE LIEN SALES JAN CSUF PD LIEN SERVICES V005847		103047-6182 Lien Services	AP020917	12.50	283B	P10911	00093524	02/09/2017
MW OH	CLEAR CHOICE LIEN SALES JAN LIEN SERVICES V005847		103047-6182 Lien Services	AP020917	50.00	283C	P10911	00093524	02/09/2017
MW OH	CLEAR CHOICE LIEN SALES JAN CSUF PD LIEN SERVICES V005847		103047-6182 Lien Services	AP020917	25.00	289F	P10911	00093524	02/09/2017
MW OH	CLEAR CHOICE LIEN SALES JAN LIEN SERVICES V005847		103047-6182 Lien Services	AP020917	12.50	289G	P10911	00093524	02/09/2017
MW OH	CLEAR CHOICE LIEN SALES JAN LIEN SERVICES V005847		103047-6182 Lien Services	AP020917	50.00	3590	P10911	00093524	02/09/2017
MW OH	CLEAR CHOICE LIEN SALES JAN LIEN SERVICES V005847		103047-6182 Lien Services	AP020917	7.50	7279	P10911	00093524	02/09/2017
MW OH	CLEAR CHOICE LIEN SALES JAN LIEN SERVICES V005847		103047-6182 Lien Services	AP020917	7.50	7283	P10911	00093524	02/09/2017
				Check Total:	290.00				
MW OH	CONROY, BRIAN V008501	PD TRAINING MEALS	103041-6250 Staff Training	AP020917	8.00	1237-021517		00093525	02/09/2017
MW OH	COUNTS UNLIMITED INC	TRAFFIC DATA COLLECTION	103550-6015	AP020917	3,600.00	16557	P10885	00093526	02/09/2017
				Check Total:	8.00				

**City of Placentia
Check Register
For 02/15/2017**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	V009712 COUNTS UNLIMITED INC V009712	TRAFFIC DATA COLLECTION	Engineering Services 103550-6015 Engineering Services	AP020917	150.00	17012	P10885	00093526	02/09/2017
MW OH	V009329 CRAFCO INC.	COLD PATCH MATERIALS	103652-6301 Special Department Supplies	Check Total: AP020917	3,750.00	1,701.01	9401551500	00093527	02/09/2017
MW OH	V009329 CRAFCO INC.	COLD PATCH MATERIALS	103652-6301 Special Department Supplies	AP020917	1,701.01	9401557096		00093527	02/09/2017
MW OH	V004369 CREATIVE MANAGEMENT	JAN CLASS & COMP STUDY SVS	101512-6001 Management Consulting Services	Check Total: AP020917	3,402.02	1,820.00	02032017	00093528	02/09/2017
MW OH	V010036 CRESTLINE SPECIALTIES INC	INREC PROMOTIONAL ITEMS	104071-6301 Special Department Supplies	Check Total: AP020917	1,820.00	2,943.13	3203849	00093529	02/09/2017
MW OH	V004114 DUDEK & ASSOCIATES INC	NOV CONSULTING SVS	333556-6017 / 61085-6017 Special Studies	Check Total: AP020917	2,943.13	35,716.25	20167297	00093530	02/09/2017
MW OH	V004114 DUDEK & ASSOCIATES INC	10/29-11/25 CONSULTING SVS	333556-6017 / 61028-6017 Special Studies	AP020917	8,112.50	20167296	P10953	00093530	02/09/2017
MW OH	V009544 EILEY, TIFFANY	FALL TUITION REIMBURSEMENT	109595-5150 Tuition Reimbursement	Check Total: AP020917	43,828.75	1,835.81	F11202016	00093531	02/09/2017
MW OH	V009544 EILEY, TIFFANY	WINTER TUITION REIMBURSEMENT	109595-5150 Tuition Reimbursement	AP020917	845.25	W11202016		00093531	02/09/2017
MW OH	V008132 FIDELITY SECURITY LIFE	JAN VISION INSURANCE PREMIUMS	395000-4740 ISF Employee Optical Costs	Check Total: AP020917	2,681.06	1,813.14	163078319	00093532	02/09/2017
MW OH	V008132 FIDELITY SECURITY LIFE	JAN VISION INSURANCE PREMIUMS	395083-5164 Optical Insurance Premiums	AP020917	1,200.51	163078319		00093532	02/09/2017

**City of Placentia
Check Register
For 02/15/2017**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	FIDELITY SECURITY LIFE V008132	FEB VISION INSURANCE PREMIUMS	395000-4740 ISF Employee Optical Costs	AP020917	1,835.70	163097542		00093532	02/09/2017
MW OH	FIDELITY SECURITY LIFE V008132	FEB VISION INSURANCE PREMIUMS	395083-5164 Optical Insurance Premiums	AP020917	1,208.18	163097542		00093532	02/09/2017
				Check Total:	6,057.53				
MW OH	GOLDEN STATE WATER V000928	NOV-JAN WATER CHARGES	296561-6335 Water	AP020917	7,899.55	012517		00093533	02/09/2017
MW OH	GOLDEN STATE WATER V000928	NOV-JAN WATER CHARGES	109595-6335 Water	AP020917	2,507.29	012517		00093533	02/09/2017
				Check Total:	10,406.84				
MW OH	HART, KARA V010344	PD TRAINING MEALS, MILEAGE	103043-6250 Staff Training	AP020917	14.42	2151-021017		00093534	02/09/2017
MW OH	HIRSCH PIPE AND SUPPLY V004494	FAUCETS	103654-6301 Special Department Supplies	AP020917	14.42	5207652		00093535	02/09/2017
				Check Total:	3,653.63				
MW OH	HOLIDAY INN SAN V010250	PD TRAINING HOTEL	103040-6250 Staff Training	AP020917	360.00	2140-021517-3		00093536	02/09/2017
MW OH	HONEYWELL V001388	REPLACE THERMOSTAT	103654-6130 Repair & Maint/Facilities	AP020917	360.00	523898698		00093537	02/09/2017
				Check Total:	902.12				
MW OH	HOUSTON & HARRIS PCS INDIAN SEWER MAINTANANCE V010110	R & M/Sewer & Storm Drain	484376-6120	AP020917	13,322.02	17-20107	P10963	00093538	02/09/2017
				Check Total:	13,322.02				
MW OH	HR GREEN INC V007928	JULY ENGINEERING SVS	333552-6015 / 6105615155-6015 Engineering Services	AP020917	2,712.50	106611	P10999	00093539	02/09/2017
MW OH	HR GREEN INC V007928	AUG ENGINEERING SVS	333552-6015 / 6105615155-6015 Engineering Services	AP020917	2,800.00	107143	P10999	00093539	02/09/2017

City of Placentia
Check Register
For 02/15/2017

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	HR GREEN INC V007928	NOV ENGINEERING SVS	333552-6015 / 6105615155-6015 Engineering Services	AP020917	3,762.50	109427	P10999	00093539	02/09/2017
MW OH	HR GREEN INC V007928	DEC ENGINEERING SVS	333552-6015 / 6105615155-6015 Engineering Services	AP020917	1,575.00	109428	P10999	00093539	02/09/2017
			Check Total:		10,850.00				
MW OH	HWA CHU, MELINDA V010347	DEPOSIT REFUND - WHITTEN	100000-4385 Facility Rental	AP020917	100.00	2001471.002		00093540	02/09/2017
MW OH	ICMA RETIREMENT TRUST V010029	DEFERRED P/E 1/28 PD 2/3	0029-2170 Deferred Comp Payable - ICMA	AP020917	40.00	2317H		00093541	02/09/2017
MW OH	ICMA RETIREMENT TRUST V010029	DEFERRED P/E 1/28 PD 2/3	0010-2170 Deferred Comp Payable - ICMA	AP020917	1,542.54	2317H		00093541	02/09/2017
MW OH	ICMA RETIREMENT TRUST V010029	DEFERRED P/E 1/28 PD 2/3	0048-2170 Deferred Comp Payable - ICMA	AP020917	40.00	2317H		00093541	02/09/2017
			Check Total:		1,622.54				
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	333552-6185 / 61127-6185 Construction Services	AP020917	501.79	2841300-00		00093542	02/09/2017
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	333552-6185 / 61127-6185 Construction Services	AP020917	57.81	2841569-00		00093542	02/09/2017
			Check Total:		559.60				
MW OH	JOHNSON, RICHARD E. V009036	PARKING CITATION	100000-4410 City Ord Fines (Parking)	AP020917	65.00	PD462270		00093543	02/09/2017
MW OH	KEETON KREITZER V010346	NOV CEQA PEER REVIEW	102531-6099 Professional Services	AP020917	1,840.00	KKC-0194-1		00093544	02/09/2017
MW OH	KENNICUTT, JULIE V009725	PD TRAINING MEALS, MILEAGE	103040-6250 Staff Training	AP020917	181.73	2140-021517-1		00093545	02/09/2017
			Check Total:		181.73				

**City of Placentia
Check Register
For 02/15/2017**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	KOA CORPORATION V006654	DEC EOC CONSTRUCTION MNGMT	333554-6185 / 61093-6185 Construction Services	AP020917	12,027.50	0000004	P10902	00093546	02/09/2017
Check Total:					12,027.50				
MW OH	KOSMONT COMPANIES V006131	NOV TOD FISCAL IMPACT ANALYSIS	02534-6099 Professional Services	AP020917	1,072.50	0004 1605.05		00093547	02/09/2017
MW OH	KOSMONT COMPANIES V006131	OCT SUCCESSION AGENCY SUPPORT	547525-6099 Professional Services	AP020917	3,360.50	0018 1502.9	P10981	00093547	02/09/2017
MW OH	KOSMONT COMPANIES V006131	NOV SUCCESSION AGENCY SUPPORT	547525-6099 Professional Services	AP020917	5,362.50	0019 1502.9	P10981	00093547	02/09/2017
MW OH	KOSMONT COMPANIES V006131	FINANCE CHARGE	547525-6099 Professional Services	AP020917	30.62	FC 0002 1502.9	P10981	00093547	02/09/2017
Check Total:					9,826.12				
MW OH	LILLEY PLANNING GROUP V008540	12/5-14 BLDG OFFICIAL SVS	102532-6290 Dept. Contract Services	AP020917	2,584.00	INV-1612	P11000	00093548	02/09/2017
MW OH	LILLEY PLANNING GROUP V008540	1/3-11 BLDG OFFICAL SVS	102532-6290 Dept. Contract Services	AP020917	2,176.00	INV-1649	P11000	00093548	02/09/2017
MW OH	LILLEY PLANNING GROUP V008540	1/17-25 BLDG OFFICIAL SVS	102532-6290 Dept. Contract Services	AP020917	2,176.00	INV-1659	P11000	00093548	02/09/2017
Check Total:					6,936.00				
MW OH	MARTINEZ, AUSTIN V004930	PD TRAINING HOTEL	213041-6250 Staff Training	AP020917	635.28	985664		00093549	02/09/2017
Check Total:					635.28				
MW OH	MC FADDEN-DALE V000635	PW SUPPLIES	103654-6301 Special Department Supplies	AP020917	55.62	272242/5		00093550	02/09/2017
MW OH	MC FADDEN-DALE V000635	PW SUPPLIES	103654-6301 Special Department Supplies	AP020917	23.83	272262/5		00093550	02/09/2017
MW OH	MC FADDEN-DALE V000635	PW SUPPLIES	103654-6301 Special Department Supplies	AP020917	24.27	272263/5		00093550	02/09/2017
Check Total:					103.72				

**City of Placentia
Check Register
For 02/15/2017**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	MUNITEMPS V009595	9/6-15 CODE ENFORCEMENT SVS	103046-6099 Professional Services	AP020917	2,240.00	126766	P10977	00093551	02/09/2017
MW OH	OC PLUMBING V004312	PLUMBING REPAIRS	103655-6290 Dept. Contract Services	Check Total: AP020917	2,240.00	705.32	17629	00093552	02/09/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6301 Special Department Supplies	Check Total: AP020917	705.32	115.79	632504	00093553	02/09/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6301 Special Department Supplies	AP020917	271.44	632706		00093553	02/09/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6301 Special Department Supplies	AP020917	14.67	632889		00093553	02/09/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6301 Special Department Supplies	AP020917	7.33	633055		00093553	02/09/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6301 Special Department Supplies	AP020917	134.49	633690		00093553	02/09/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6301 Special Department Supplies	AP020917	31.55	634171		00093553	02/09/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6301 Special Department Supplies	AP020917	360.78	634206		00093553	02/09/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6301 Special Department Supplies	AP020917	17.26	635315		00093553	02/09/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6301 Special Department Supplies	AP020917	204.42	635401		00093553	02/09/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6301 Special Department Supplies	AP020917	103.68	635521		00093553	02/09/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6301 Special Department Supplies	AP020917	41.41	635863.2		00093553	02/09/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6301 Special Department Supplies	AP020917	295.38	636738		00093553	02/09/2017

**City of Placentia
Check Register
For 02/15/2017**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6301 Special Department Supplies	AP020917	542.00	637236		00093553	02/09/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6301 Special Department Supplies	AP020917	8.78	637442		00093553	02/09/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6301 Special Department Supplies	AP020917	164.40	638170		00093553	02/09/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6301 Special Department Supplies	AP020917	187.83	638350.2		00093553	02/09/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6301 Special Department Supplies	AP020917	68.49	638411		00093553	02/09/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6301 Special Department Supplies	AP020917	14.77	638505		00093553	02/09/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6301 Special Department Supplies	AP020917	14.19	638709		00093553	02/09/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6301 Special Department Supplies	AP020917	167.45	638733		00093553	02/09/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6301 Special Department Supplies	AP020917	241.81	639436		00093553	02/09/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6301 Special Department Supplies	AP020917	257.83	639442		00093553	02/09/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6301 Special Department Supplies	AP020917	34.86	639483		00093553	02/09/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6301 Special Department Supplies	AP020917	49.30	639485		00093553	02/09/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6301 Special Department Supplies	AP020917	45.77	639486		00093553	02/09/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6301 Special Department Supplies	AP020917	25.35	639581		00093553	02/09/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6301 Special Department Supplies	AP020917	42.36	639586		00093553	02/09/2017

**City of Placentia
Check Register
For 02/15/2017**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6301 Special Department Supplies	AP020917	24.92	639588		00093553	02/09/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6301 Special Department Supplies	AP020917	25.79	639702		00093553	02/09/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6301 Special Department Supplies	AP020917	156.19	643826		00093553	02/09/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6301 Special Department Supplies	AP020917	12.02	643993		00093553	02/09/2017
MW OH	ONE STOP PARTS SOURCE V007231	CREDIT - VEHICLE PARTS	103658-6301 Special Department Supplies	AP020917	-131.99	644484		00093553	02/09/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6301 Special Department Supplies	AP020917	47.27	645110		00093553	02/09/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6301 Special Department Supplies	AP020917	16.26	645322		00093553	02/09/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6301 Special Department Supplies	AP020917	57.30	645474		00093553	02/09/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6301 Special Department Supplies	AP020917	19.99	645533		00093553	02/09/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6301 Special Department Supplies	AP020917	61.87	645917		00093553	02/09/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6301 Special Department Supplies	AP020917	109.40	646461.2		00093553	02/09/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6301 Special Department Supplies	AP020917	34.44	646569		00093553	02/09/2017
MW OH	ONE STOP PARTS SOURCE V007231	CREDIT - VEHICLE PARTS	103658-6301 Special Department Supplies	AP020917	-27.56	646576		00093553	02/09/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6301 Special Department Supplies	AP020917	36.64	646610		00093553	02/09/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6301 Special Department Supplies	AP020917	373.47	646825		00093553	02/09/2017

**City of Placentia
Check Register
For 02/15/2017**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	ORANGE COUNTY FIRE V000704	JAN PLAN CHECK CHARGES	0044-2055 Or Co Fire Auth/Pln Rev Depos	Check Total: AP020917	4,279.40	417.00 PC207118		00093555	02/09/2017
MW OH	ORANGE COUNTY FIRE V000704	JAN PLAN CHECK CHARGES	0044-2055 Or Co Fire Auth/Pln Rev Depos	AP020917	417.00	PC207123		00093555	02/09/2017
MW OH	ORANGE COUNTY SHERIFF V007556	JAIL SECURITY REG - HART	103043-6250 Staff Training	Check Total: AP020917	834.00	15.00 2151-021017-1		00093556	02/09/2017
MW OH	ORANGE COUNTY V007306	JAN PARKING CITATIONS	0044-2038 Parking Fines	Check Total: AP020917	15.00	8,425.00 020217		00093557	02/09/2017
MW OH	PACIFIC COMPLIANCE V009292	GAS PUMP REPAIRS	103658-6137 Repair Maint/Equipment	Check Total: AP020917	8,425.00	538.00 2773		00093558	02/09/2017
MW OH	PARKHOUSE TIRE INC V004472	ROAD SIDE ASSISTANCE	103658-6134 Vehicle Repair & Maintenance	Check Total: AP020917	538.00	289.98 1020173908		00093559	02/09/2017
MW OH	PARTS SOURCE V000817	VEHICLE PARTS	103658-6301 Special Department Supplies	Check Total: AP020917	289.98	83.86 52280		00093560	02/09/2017
MW OH	PARTS SOURCE V000817	VEHICLE PARTS	103658-6301 Special Department Supplies	AP020917	16.77	52630		00093560	02/09/2017
MW OH	PARTS SOURCE V000817	VEHICLE PARTS	103658-6301 Special Department Supplies	AP020917	11.66	52633		00093560	02/09/2017
MW OH	PARTS SOURCE V000817	VEHICLE PARTS	103658-6301 Special Department Supplies	AP020917	24.56	52754		00093560	02/09/2017
MW OH	PHOTOGRAPHY BY JOHN V000812	COUNCIL MEMBERS PHOTOS	101001-6255 Dues & Memberships	Check Total: AP020917	136.85	162.00 804787		00093561	02/09/2017

**City of Placentia
Check Register
For 02/15/2017**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	PISCHEL, STEVE V002520	PLAQUE REIMBURSEMENT	101001-6301 Special Department Supplies	Check Total: AP020917	162.00	91.70 020717		00093562	02/09/2017
MW OH	PLACENTIA YORBA LINDA V000794	PRINTING SERVICES	109595-6230 Printing & Binding	Check Total: AP020917	91.70	455.24 710464		00093563	02/09/2017
MW OH	PMW ASSOCIATES V005647	PD BUDGET ACADEMY REG	103040-6250 Staff Training	Check Total: AP020917	455.24	393.00 2140-021517-4		00093564	02/09/2017
MW OH	POWERSTRIDE BATTERY COBATTERY V000785		103658-6134 Vehicle Repair & Maintenance	Check Total: AP020917	393.00	94.51 C 64048		00093565	02/09/2017
MW OH	POWERSTRIDE BATTERY COBATTERY V000785		103658-6134 Vehicle Repair & Maintenance	Check Total: AP020917	486.74	392.23 C 64098		00093566	02/09/2017
MW OH	PRINCIPAL LIFE V008141	FEB DENTAL INSURANCE PREMIUMS	95000-4720 ISF Dental Ins Reimbursement	Check Total: AP020917	736.96	FEB 2017		00093566	02/09/2017
MW OH	PRINCIPAL LIFE V008141	FEB DENTAL INSURANCE PREMIUMS	95083-5162 Dental Insurance Premiums	Check Total: AP020917	697.76	FEB 2017		00093566	02/09/2017
MW OH	RAGGED ROBIN RANCH INC	1/23-2/2 PLANNING TECH SVS	102531-6290 Dept. Contract Services	Check Total: AP020917	1,434.72	2,630.00 CR2217	P10994	00093567	02/09/2017
MW OH	RATHOD, KIRAN V009466	DEPOSIT REFUND - WHITTEN	100000-4385 Facility Rental	Check Total: AP020917	2,630.00	150.00 2001469.002		00093568	02/09/2017
MW OH	REGER, JASON V004017	RENTAL CAR REIMBURSEMENT	213041-6245 Meetings & Conferences	Check Total: AP020917	150.00	111.35 103461735		00093569	02/09/2017
				Check Total:	111.35				

**City of Placentia
Check Register
For 02/15/2017**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	SAFETY-KLEEN CORP V000959	PARTS WASHER	103658-6301 Special Department Supplies	AP020917	281.59	72705384		00093570	02/09/2017
MW OH	SANDO, JOSE LIZARDE V010177	DEPOSIT REFUND - WHITTEN	100000-4385 Facility Rental	Check Total: AP020917	281.59	2001324.002A		00093571	02/09/2017
MW OH	SECO ELECTRIC & LIGHTING V010182	LIGHTING POLE REPAIRS	103654-6137 Repair Maint/Equipment	Check Total: AP020917	150.00	3687		00093572	02/09/2017
MW OH	SOUTHERN CALIFORNIA V000910	DEC-FEB ELECTRICAL CHARGES	0010-1220 Accts Rec/Plac Library Dist	Check Total: AP020917	1,172.42	012517		00093573	02/09/2017
MW OH	SOUTHERN CALIFORNIA V000910	DEC-FEB ELECTRICAL CHARGES	109595-6330 / 61139-6330 Electricity	AP020917	794.84	012517		00093573	02/09/2017
MW OH	SOUTHERN CALIFORNIA V000910	DEC-FEB ELECTRICAL CHARGES	0010-1224 AR/City of Fullerton	AP020917	139.79	012517		00093573	02/09/2017
MW OH	SOUTHERN CALIFORNIA V000910	DEC-FEB ELECTRICAL CHARGES	0010-1232 Accts Rec/City of Anaheim	AP020917	32.51	012517		00093573	02/09/2017
MW OH	SOUTHERN CALIFORNIA V000910	DEC-FEB ELECTRICAL CHARGES	296561-6330 Electricity	AP020917	130.85	012517		00093573	02/09/2017
MW OH	SOUTHERN CALIFORNIA V000910	DEC-FEB ELECTRICAL CHARGES	109595-6330 Electricity	AP020917	14,806.85	012517		00093573	02/09/2017
MW OH	SOUTHERN CALIFORNIA V000910	DEC-FEB ELECTRICAL CHARGES	109595-6330 / 61141-6330 Electricity	AP020917	744.52	012517		00093573	02/09/2017
MW OH	SOUTHERN CALIFORNIA V000910	DEC-FEB ELECTRICAL CHARGES	109595-6330 / 61140-6330 Electricity	AP020917	52.67	012517		00093573	02/09/2017
MW OH	SUN POWER CORPORATION V010349	BLDG PERMIT REFUND	100000-4164 Electrical Permits	Check Total: AP020917	20,170.75	020717		00093574	02/09/2017
MW OH	SUN POWER CORPORATION V010349	BLDG PERMIT REFUND	100000-4160	AP020917	188.00	020717		00093574	02/09/2017

**City of Placentia
Check Register
For 02/15/2017**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010349		Building Permits						
MW OH	TEAM ONE MANAGEMENT V010070	JAN PARK JANITORIAL SVS	103655-6115 Landscaping	AP020917	216.00	4,237.50 9	P10888	00093575	02/09/2017
			Check Total:		216.00				
MW OH	TIME WARNER CABLE V004450	1/21-2/20 INTERNET SVS	104077-6215 Telephone	AP020917	36.40	31975 JAN 17		00093576	02/09/2017
			Check Total:		36.40				
MW OH	TRAFFIC MANAGEMENT V008463	CONCRETE CAR STOPS	103652-6301 Special Department Supplies	AP020917	19.88	333319		00093577	02/09/2017
			Check Total:		19.88				
MW OH	TRILLIUM CNG (1720) V007952	JAN CNG FUEL	103658-6345 Gasoline & Diesel Fuel	AP020917	71.51	1702062022		00093578	02/09/2017
			Check Total:		71.51				
MW OH	US BANK PARS #6746022400 V008781	PARS/ARS P/E 1/28 PD 2/3	0010-2131 Employer PARS/ARS Payable	AP020917	1,185.96	23171		00093579	02/09/2017
			Check Total:		1,185.96				
MW OH	US BANK PARS #6746022400 V008781	PARS/ARS P/E 1/28 PD 2/3	0010-2126 Employee PARS/ARS W/H	AP020917	1,185.96	23171		00093579	02/09/2017
			Check Total:		2,371.92				
MW OH	VACCARO, FRANK V004321	FEB OFFICIATING FEES	104071-6275 / 79376-6275 Officiating	AP020917	48.00	21117		00093580	02/09/2017
			Check Total:		48.00				
MW OH	VAUGHN, JAMES V010345	PYB REFUND	100000-4340 / 79348-4340 Recreation Programs	AP020917	90.00	2001412.002		00093581	02/09/2017
			Check Total:		90.00				
MW OH	VERA, SANDRA V009293	FALL TUITION REIMBURSEMENT	109595-5150 Tuition Reimbursement	AP020917	1,733.31	08312016S2		00093582	02/09/2017
			Check Total:		1,733.31				
MW OH	VORTEX INDUSTRIES INC. V009293	KEYPAD REPAIRS	103654-6130	AP020917	256.00	08-1105840-1		00093583	02/09/2017
			Check Total:		256.00				

**City of Placentia
Check Register
For 02/15/2017**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
	V009180		Repair & Maint/Facilities					
MW OH	WESTERN TRANSIT V008280	JAN SR CENTER TRANSPORTATION	184071-6401 / 79538-6401 Community Programs	AP020917	3,944.16 2.2682	P10957	00093584	02/09/2017
				Check Total:	256.00			
MW OH	YORBA LINDA WATER V006633	JAN SEWER CHARGES	484356-6297 Billing Services	AP020917	347.60 198807		00093585	02/09/2017
				Check Total:	3,944.16			
				Check Total:	347.60			
				Type Total:	762,872.08			
				Check Total:	762,872.08			

City of Placentia
Electronic Disbursement Register
 For 02/21/2017

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

<u>EDR Totals by ID</u>	
AP	0.00
EP	189,723.14
IP	0.00
OP	0.00

<u>Fund Name</u>		<u>EDR Totals by Fund</u>	
101-General Fund (0010)		245,486.96	
265-Landscape Maintenance (0029)		1,360.94	
275-Sewer Maintenance (0048)		5,038.14	
401-City Capital Projects (0033)		108.56	
501-Refuse Administration (0037)		796.11	
601-Employee Health & Wlfre (0039)		-64,379.01	
701-Special Deposits (0044)		1,311.44	

Void Total: 0.00
EDR Total: 189,723.14

Grand Total: 189,723.14

Electronic Disbursement Sub Totals: 189,723.14

ACH Payroll Direct Deposit for 01/06/17: 291,798.70

Electronic Disbursement Total: 481,521.84



City of Placentia
Electronic Disbursement Register
For 02/15/2017

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	ICMA RETIREMENT TRUST V000496	P/E 1/28/17 PD DATE 2/3/17	0010-2170 Deferred Comp Payable - ICMA	PY17003	13,318.18	2995/1701003		00009027	02/03/2017
EP	ICMA RETIREMENT TRUST V000496	P/E 1/28/17 PD DATE 2/3/17	0029-2170 Deferred Comp Payable - ICMA	PY17003	90.33	2995/1701003		00009027	02/03/2017
EP	ICMA RETIREMENT TRUST V000496	P/E 1/28/17 PD DATE 2/3/17	0048-2170 Deferred Comp Payable - ICMA	PY17003	350.83	2995/1701003		00009027	02/03/2017
EP	ICMA RETIREMENT TRUST V000496	P/E 1/28/17 PD DATE 2/3/17	0037-2170 Deferred Comp Payable - ICMA	PY17003	97.50	2995/1701003		00009027	02/03/2017
					Check Total:	13,856.84			
EP	BANK OF AMERICA V008741	SR CENTER SUPPLIES	0044-2064 Senior Advisory Committee	ACH020717	47.80	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	AFGANS FOR HITORICAL COMM	0044-2065 Historical Committee	ACH020717	1,143.00	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	COUNCIL MEALS	101001-6245 Meetings & Conferences	ACH020717	32.24	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	COUNCIL MEALS	101001-6245 Meetings & Conferences	ACH020717	125.01	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	ICSC CONF AIRFARE - WANKE	101001-6245 Meetings & Conferences	ACH020717	549.70	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	CREDIT - SUPPLIES	101001-6301 Special Department Supplies	ACH020717	-50.47	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	CREDIT - SUPPLIES	101001-6301 Special Department Supplies	ACH020717	-44.11	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	OUTGOING MAYOR GIFT	101001-6301 Special Department Supplies	ACH020717	153.09	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	OUTGOING COUNCIL MEMBER GIFT	101001-6301 Special Department Supplies	ACH020717	26.98	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	OUTGOING COUNCIL MEMBER GIFT	101001-6301 Special Department Supplies	ACH020717	378.95	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	MAYOR'S RECEPTION SUPPLIES	101001-6301	ACH020717	149.95	DECEMBER 16		00009028	01/24/2017

City of Placentia
Electronic Disbursement Register
For 02/15/2017

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V008741		Special Department Supplies						
EP	BANK OF AMERICA V008741	MAYOR'S RECEPTION SUPPLIES	101001-6301	ACH020717	31.90	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	CREDIT - ICSC AIRFARE	101511-6245 Meetings & Conferences	ACH020717	-549.70	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	BUSINESS MEETING LUNCH	101511-6245 Meetings & Conferences	ACH020717	53.93	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	STAFF WORKING DINNER	101511-6245 Meetings & Conferences	ACH020717	69.16	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	STAFF WORKING LUNCH	101511-6245 Meetings & Conferences	ACH020717	79.84	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	BUSINESS MEETING MEALS	101511-6245 Meetings & Conferences	ACH020717	29.60	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	STAFF WORKING DINNER	101511-6245 Meetings & Conferences	ACH020717	16.50	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	STAFF WORKING DINNER	101511-6245 Meetings & Conferences	ACH020717	12.94	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	ICSC CONF AIRFARE - ARRULA	101511-6245 Meetings & Conferences	ACH020717	549.70	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	ICSC CONF AIRFARE - ARRULA	101511-6245 Meetings & Conferences	ACH020717	274.85	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	PORTABLE HEATER	101511-6315 Office Supplies	ACH020717	63.24	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	DESK NAME PLATE	101511-6315 Office Supplies	ACH020717	8.10	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	101511-6315 Office Supplies	ACH020717	24.23	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	COUNCIL NAME PLATES	101511-6315 Office Supplies	ACH020717	45.36	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	PUBLICATION FOR CA	101511-6320	ACH020717	83.00	DECEMBER 16		00009028	01/24/2017

City of Placentia
Electronic Disbursement Register
For 02/15/2017

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V008741		Books & Periodicals						
EP	BANK OF AMERICA V008741	HR MEETING SUPPLIES	101512-6245 Meetings & Conferences	ACH020717	26.23	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	HR MEETING SUPPLIES	101512-6245 Meetings & Conferences	ACH020717	48.22	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	STAFF TRAINING SUPPLIES	101512-6250 Staff Training	ACH020717	18.42	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	STAFF TRAINING SUPPLIES	101512-6250 Staff Training	ACH020717	9.49	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	PW SAFETY TRAINING SUPPLIES	101512-6250 Staff Training	ACH020717	23.47	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	STAFF TRAINING SUPPLIES	101512-6250 Staff Training	ACH020717	12.94	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	COSIPA MEMBERSHIP - VERA	101512-6255 Dues & Memberships	ACH020717	100.00	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	INTERVIEW PANEL MEALS	101512-6301 Special Department Supplies	ACH020717	91.14	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	EMPLOYEE PLAQUES	101512-6301 Special Department Supplies	ACH020717	241.78	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	INTERVIEW PANEL SUPPLIES	101512-6301 Special Department Supplies	ACH020717	33.17	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	SERVICE AWARDS GIFTCARDS	101512-6301 Special Department Supplies	ACH020717	350.00	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	INTERVIEW PANEL SUPPLIES	101512-6301 Special Department Supplies	ACH020717	16.99	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	INTERVIEW PANLE MEALS	101512-6301 Special Department Supplies	ACH020717	80.50	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	INTERVIEW PANEL MEALS	101512-6301 Special Department Supplies	ACH020717	38.18	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	101512-6315	ACH020717	45.76	DECEMBER 16		00009028	01/24/2017

City of Placentia
Electronic Disbursement Register
For 02/15/2017

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V008741		Office Supplies						
EP	BANK OF AMERICA V008741	RACES MEETING SUPPLIES	101514-6245 Meetings & Conferences	ACH020717	11.28	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	RACES APPRECIATION DINNER	101514-6245 Meetings & Conferences	ACH020717	33.08	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	RACES APPRECIATION DINNER	101514-6245 Meetings & Conferences	ACH020717	186.30	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	SONICWALL SECURITY	101523-6136 Software Maintenance	ACH020717	1,465.00	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	CONFERENCE CALL LINES	101523-6136 Software Maintenance	ACH020717	1,415.92	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	MONTHLY MUSIC SUBSCRIPTION	101523-6136 Software Maintenance	ACH020717	26.95	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	ANTI-SPAM SOFTWARE	101523-6136 Software Maintenance	ACH020717	975.00	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	GIGABIT SWITCHER	101523-6840 Machinery & Equipment	ACH020717	35.38	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	POE SWITCHER	101523-6840 Machinery & Equipment	ACH020717	58.57	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	IPAD CASE	101523-6840 Machinery & Equipment	ACH020717	93.49	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	RDA CHECKS	102020-6315 Office Supplies	ACH020717	165.67	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	PW MEETING SUPPLIES	102531-6315 Office Supplies	ACH020717	69.63	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	ICSC CONF AIRFARE - ORTEGA	102534-6245 Meetings & Conferences	ACH020717	549.70	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	ICSC CONF AIRFARE - LAMBERT	102534-6245 Meetings & Conferences	ACH020717	549.70	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	PD WORKING LUNCH	103040-6245	ACH020717	26.35	DECEMBER 16		00009028	01/24/2017

City of Placentia
Electronic Disbursement Register
For 02/15/2017

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V008741		Meetings & Conferences						
EP	BANK OF AMERICA V008741	PD WORKING LUNCH	103040-6245 Meetings & Conferences	ACH020717	20.91	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	PD WORKING LUNCH	103040-6245 Meetings & Conferences	ACH020717	40.42	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	PD WORKING LUNCH	103040-6245 Meetings & Conferences	ACH020717	40.39	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	PD WORKING LUNCH	103040-6245 Meetings & Conferences	ACH020717	31.83	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	PD WORKING LUNCH	103040-6245 Meetings & Conferences	ACH020717	22.97	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	PD WORKING LUNCH	103040-6245 Meetings & Conferences	ACH020717	35.81	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	PD TRAINING HOTEL, PARKING	103040-6250 Staff Training	ACH020717	187.50	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	EMPLOYEE PLAQUE	103040-6301 Special Department Supplies	ACH020717	32.94	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	PD MEETING SUPPLIES	103040-6301 Special Department Supplies	ACH020717	106.35	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	PD WORKING LUNCH	103040-6301 Special Department Supplies	ACH020717	26.55	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	NOTARY SUPPLIES	103040-6315 Office Supplies	ACH020717	30.92	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	CREDIT - HOLSTERS	103040-6360 Uniforms	ACH020717	-50.00	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	PD TRAINING REG - GLOE	103041-6250 Staff Training	ACH020717	275.00	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	PD TRAINING REG - CONROY	103041-6250 Staff Training	ACH020717	225.00	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	PD EVENT SUPPLIES	103041-6301	ACH020717	200.00	DECEMBER 16		00009028	01/24/2017

City of Placentia
Electronic Disbursement Register
For 02/15/2017

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V008741		Special Department Supplies						
EP	BANK OF AMERICA V008741	DISPATCH XMAS TREE	103041-6301 Special Department Supplies	ACH020717	42.07	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	MCV CABLE SERVICES	103041-6301 Special Department Supplies	ACH020717	59.99	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	SUREFIRE BATTERIES FOR PD	103041-6301 / 50040-6301 Special Department Supplies	ACH020717	151.68	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	ROLATAPE FOR PD	103041-6301 / 50040-6301 Special Department Supplies	ACH020717	408.17	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	PD MEETING SUPPLIES	103042-6245 Meetings & Conferences	ACH020717	11.50	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	PD MEETING SUPPLIES	103042-6245 Meetings & Conferences	ACH020717	19.97	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	CNOA TRAINING REG - UCEDA	103042-6250 Staff Training	ACH020717	620.00	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	CNOA TRAINING REG - FILLERS	103042-6250 Staff Training	ACH020717	620.00	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	DISPATCH HEADSETS	103043-6301 Special Department Supplies	ACH020717	402.41	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	JAIL SLIPPERS	103043-6301 / 50085-6301 Special Department Supplies	ACH020717	76.21	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	EVIDENCE COLLECTION SUPPLIES	103043-6301 / 50100-6301 Special Department Supplies	ACH020717	927.88	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	BATTERIES FOR PD	103043-6301 / 50100-6301 Special Department Supplies	ACH020717	89.67	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	SPIT HOODS FOR PD	103043-6301 / 50100-6301 Special Department Supplies	ACH020717	212.22	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	BARRIER TAPE	103043-6301 / 50100-6301 Special Department Supplies	ACH020717	110.64	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	PD TRAINING HOTEL - CONNELL	103047-6250	ACH020717	422.61	DECEMBER 16		00009028	01/24/2017

City of Placentia
Electronic Disbursement Register
For 02/15/2017

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V008741		Staff Training						
EP	BANK OF AMERICA V008741	BREATHALYZER MOUTHPIECE	103047-6301 Special Department Supplies	ACH020717	285.70	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	DUI CHECKPOINT SUPPLIES	103047-6301 / 50029-6301 Special Department Supplies	ACH020717	23.09	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	DUI CHECKPOINT MEALS	103047-6301 / 50029-6301 Special Department Supplies	ACH020717	120.00	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	ICSC MEMBERSHIP - ESTEVEZ	103550-6255 Dues & Memberships	ACH020717	50.00	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	FACILITY REPAIR SUPPLIES	103654-6130 Repair & Maint/Facilities	ACH020717	38.80	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	REFRIGERATOR	103654-6137 Repair Maint/Equipment	ACH020717	758.84	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	PW SUPPLIES	103654-6301 Special Department Supplies	ACH020717	21.60	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	PD SUPPLIES	103654-6301 Special Department Supplies	ACH020717	84.56	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	LIGHT SHADES	103654-6301 Special Department Supplies	ACH020717	9.71	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	LIGHT SHADES	103654-6301 Special Department Supplies	ACH020717	14.67	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	SOLAR LIGHTS BATTERY	103654-6301 Special Department Supplies	ACH020717	95.72	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	FACILITY REPAIR SUPPLIES	103654-6301 Special Department Supplies	ACH020717	166.28	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	FACILITY SUPPLIES	103654-6301 Special Department Supplies	ACH020717	20.64	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	FACILITY SUPPLIES	103654-6301 Special Department Supplies	ACH020717	46.94	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	BATTERIES	103654-6301	ACH020717	25.88	DECEMBER 16		00009028	01/24/2017

City of Placentia
Electronic Disbursement Register
For 02/15/2017

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V008741		Special Department Supplies						
EP	BANK OF AMERICA V008741	FACILITY REPAIR SUPPLIES	103654-6301 Special Department Supplies	ACH020717	54.95	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	MAYORS OFFICE REMODEL SUPPLIES	103654-6301 Special Department Supplies	ACH020717	105.38	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	MAYORS OFFICE REMODEL SUPPLIES	103654-6301 Special Department Supplies	ACH020717	22.45	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	KEYS	103654-6301 Special Department Supplies	ACH020717	35.00	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	IRRIGATION MOTHER BOARDS	103655-6130 Repair & Maint/Facilities	ACH020717	995.10	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	POINSETTIAS FOR DOWNTOWN	103655-6301 Special Department Supplies	ACH020717	34.39	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	SR CENTER SUPPLIES	0044-2064 Senior Advisory Committee	ACH020717	120.64	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	ZIP TIES	103655-6301 Special Department Supplies	ACH020717	39.43	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	TRENCHER DEPOSIT	333552-6185 / 61127-6185 Construction Services	ACH020717	1.00	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	CHRISTMAS TREE LIGHTS	103655-6301 Special Department Supplies	ACH020717	138.24	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	CHRISTMAS TREE	103655-6301 Special Department Supplies	ACH020717	432.00	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	TRASH BAGS FOR DOWNTOWN	103655-6301 Special Department Supplies	ACH020717	99.23	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	BASKETBALL NETS	103655-6301 Special Department Supplies	ACH020717	174.56	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	TOT SWINGS	103655-6301 Special Department Supplies	ACH020717	220.45	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	TOT SWINGS	103655-6301 Special Department Supplies	ACH020717	530.95	DECEMBER 16		00009028	01/24/2017

City of Placentia
Electronic Disbursement Register
For 02/15/2017

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	V008741 BANK OF AMERICA V008741	SMOG CHECK	Special Department Supplies 103658-6137 Repair Maint/Equipment	ACH020717	45.00	DECEMBER 16		00009028	01/24/2017
EP	V008741 BANK OF AMERICA V008741	SMOG CHECK	Special Department Supplies 103658-6301	ACH020717	45.00	DECEMBER 16		00009028	01/24/2017
EP	V008741 BANK OF AMERICA V008741	SMOG CHECK	Special Department Supplies 103658-6301	ACH020717	45.00	DECEMBER 16		00009028	01/24/2017
EP	V008741 BANK OF AMERICA V008741	SMOG CHECK	Special Department Supplies 103658-6301	ACH020717	45.00	DECEMBER 16		00009028	01/24/2017
EP	V008741 BANK OF AMERICA V008741	SMOG CHECK	Special Department Supplies 103658-6301	ACH020717	45.00	DECEMBER 16		00009028	01/24/2017
EP	V008741 BANK OF AMERICA V008741	SMOG CHECK	Special Department Supplies 103658-6301	ACH020717	45.00	DECEMBER 16		00009028	01/24/2017
EP	V008741 BANK OF AMERICA V008741	SMOG CHECK	Special Department Supplies 103658-6301	ACH020717	45.00	DECEMBER 16		00009028	01/24/2017
EP	V008741 BANK OF AMERICA V008741	SMOG CHECK	Special Department Supplies 103658-6301	ACH020717	45.00	DECEMBER 16		00009028	01/24/2017
EP	V008741 BANK OF AMERICA V008741	SMOG CHECK	Special Department Supplies 103658-6301	ACH020717	45.00	DECEMBER 16		00009028	01/24/2017
EP	V008741 BANK OF AMERICA V008741	BRAKE DRUMS	Special Department Supplies 103658-6301	ACH020717	668.50	DECEMBER 16		00009028	01/24/2017
EP	V008741 BANK OF AMERICA V008741	SEALS & HUB OIL	Special Department Supplies 103658-6301	ACH020717	133.42	DECEMBER 16		00009028	01/24/2017
EP	V008741 BANK OF AMERICA V008741	BRAKE SHOES	Special Department Supplies 103658-6301	ACH020717	180.79	DECEMBER 16		00009028	01/24/2017
EP	V008741 BANK OF AMERICA V008741	P.A.R.K.S SUPPLIES	Special Department Supplies 104071-6301	ACH020717	31.65	DECEMBER 16		00009028	01/24/2017
EP	V008741 BANK OF AMERICA V008741	TREE LIGHTING SUPPLIES	Special Department Supplies 104071-6301	ACH020717	107.47	DECEMBER 16		00009028	01/24/2017
EP	V008741 BANK OF AMERICA V008741	P.A.R.K.S SUPPLIES	Special Department Supplies 104071-6301	ACH020717	171.62	DECEMBER 16		00009028	01/24/2017
EP	V008741 BANK OF AMERICA V008741	TREE LIGHTING SUPPLIES	Special Department Supplies 104071-6301	ACH020717	44.82	DECEMBER 16		00009028	01/24/2017

City of Placentia
Electronic Disbursement Register
For 02/15/2017

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	V008741 BANK OF AMERICA V008741	P.A.R.K.S SUPPLIES	Special Department Supplies 104071-6301	ACH020717	21.59	DECEMBER 16		00009028	01/24/2017
EP	V008741 BANK OF AMERICA V008741	P.A.R.K.S SUPPLIES	Special Department Supplies 104071-6301	ACH020717	48.60	DECEMBER 16		00009028	01/24/2017
EP	V008741 BANK OF AMERICA V008741	TREE LIGHTING SUPPLIES	Special Department Supplies 104071-6301	ACH020717	22.36	DECEMBER 16		00009028	01/24/2017
EP	V008741 BANK OF AMERICA V008741	WHITTEN CENTER WATER SVS	Special Department Supplies 104071-6301	ACH020717	41.51	DECEMBER 16		00009028	01/24/2017
EP	V008741 BANK OF AMERICA V008741	MAGNETIC NAME BADGES	Special Department Supplies 104071-6301	ACH020717	20.94	DECEMBER 16		00009028	01/24/2017
EP	V008741 BANK OF AMERICA V008741	SR CENTER WATER SERVICE	Special Department Supplies 104071-6301 / 79278-6301	ACH020717	74.51	DECEMBER 16		00009028	01/24/2017
EP	V008741 BANK OF AMERICA V008741	TREE LIGHTING SUPPLIES	Special Department Supplies 104071-6301 / 79394-6301	ACH020717	321.42	DECEMBER 16		00009028	01/24/2017
EP	V008741 BANK OF AMERICA V008741	P.A.R.K.S SUPPLIES	Special Department Supplies 104071-6301 / 79398-6301	ACH020717	37.84	DECEMBER 16		00009028	01/24/2017
EP	V008741 BANK OF AMERICA V008741	TAMALE FESTIVAL SUPPLIES	Special Department Supplies 104071-6301 / 79398-6301	ACH020717	210.25	DECEMBER 16		00009028	01/24/2017
EP	V008741 BANK OF AMERICA V008741	TAMALE FESTIVAL SUPPLIES	Special Department Supplies 104071-6301 / 79398-6301	ACH020717	323.34	DECEMBER 16		00009028	01/24/2017
EP	V008741 BANK OF AMERICA V008741	TAMALE FESTIVAL SUPPLIES	Special Department Supplies 104071-6301 / 79398-6301	ACH020717	83.80	DECEMBER 16		00009028	01/24/2017
EP	V008741 BANK OF AMERICA V008741	TAMALE FESTIVAL SUPPLIES	Special Department Supplies 104071-6301 / 79398-6301	ACH020717	18.83	DECEMBER 16		00009028	01/24/2017
EP	V008741 BANK OF AMERICA V008741	TAMALE FESTIVAL SUPPLIES	Special Department Supplies 104071-6301 / 79398-6301	ACH020717	89.99	DECEMBER 16		00009028	01/24/2017
EP	V008741 BANK OF AMERICA V008741	TAMALE FESTIVAL SUPPLIES	Special Department Supplies 104071-6301 / 79398-6301	ACH020717	297.15	DECEMBER 16		00009028	01/24/2017
EP	V008741 BANK OF AMERICA V008741	TEEN CENTER SUPPLIES	Special Department Supplies 104072-6301 / 79187-6301	ACH020717	294.83	DECEMBER 16		00009028	01/24/2017

City of Placentia
Electronic Disbursement Register
For 02/15/2017

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	V008741 BANK OF AMERICA V008741	OC TOY COLLABORATIVE SUPPLIES	Special Department Supplies 104072-6301	ACH020717	69.59	DECEMBER 16		00009028	01/24/2017
EP	V008741 BANK OF AMERICA V008741	COMMUNITY XMAS SHOW SUPPLIES	Special Department Supplies 104072-6301	ACH020717	198.51	DECEMBER 16		00009028	01/24/2017
EP	V008741 BANK OF AMERICA V008741	CCB EVENT SUPPLIES	Special Department Supplies 104072-6301	ACH020717	183.47	DECEMBER 16		00009028	01/24/2017
EP	V008741 BANK OF AMERICA V008741	BOOKS FOR CCB EVENT	Special Department Supplies 104072-6301	ACH020717	993.50	DECEMBER 16		00009028	01/24/2017
EP	V008741 BANK OF AMERICA V008741	WHITTEN CENTER CABLE SVS	Telephone 104077-6215	ACH020717	140.32	DECEMBER 16		00009028	01/24/2017
EP	V008741 BANK OF AMERICA V008741	HOLIDAY LUNCHEON SUPPLIES	Special Department Supplies 109595-6301	ACH020717	64.47	DECEMBER 16		00009028	01/24/2017
EP	V008741 BANK OF AMERICA V008741	HOLIDAY LUNCHEON DECORATIONS	Special Department Supplies 109595-6301	ACH020717	30.24	DECEMBER 16		00009028	01/24/2017
EP	V008741 BANK OF AMERICA V008741	HOLIDAY LUNCHEON SUPPLIES	Special Department Supplies 109595-6301	ACH020717	38.75	DECEMBER 16		00009028	01/24/2017
EP	V008741 BANK OF AMERICA V008741	BROWN BAG MEETING MEALS	Special Department Supplies 109595-6301	ACH020717	481.50	DECEMBER 16		00009028	01/24/2017
EP	V008741 BANK OF AMERICA V008741	MEETING SUPPLIES	Special Department Supplies 109595-6301	ACH020717	58.16	DECEMBER 16		00009028	01/24/2017
EP	V008741 BANK OF AMERICA V008741	MEETING SUPPLIES	Special Department Supplies 109595-6301	ACH020717	159.28	DECEMBER 16		00009028	01/24/2017
EP	V008741 BANK OF AMERICA V008741	HOLIDAY LUNCHEON RAFFLE PRIZES	Special Department Supplies 109595-6301	ACH020717	305.00	DECEMBER 16		00009028	01/24/2017
EP	V008741 BANK OF AMERICA V008741	HOLIDAY LUNCHEON SUPPLIES	Special Department Supplies 109595-6301	ACH020717	19.44	DECEMBER 16		00009028	01/24/2017
EP	V008741 BANK OF AMERICA V008741	HOLIDAY LUNCHEON RAFFLE PRIZES	Special Department Supplies 109595-6301	ACH020717	81.92	DECEMBER 16		00009028	01/24/2017
EP	V008741 BANK OF AMERICA V008741	HOLIDAY LUNCHEON SUPPLIES	Special Department Supplies 109595-6301	ACH020717	170.78	DECEMBER 16		00009028	01/24/2017

City of Placentia
Electronic Disbursement Register
For 02/15/2017

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	V008741		Special Department Supplies						
EP	BANK OF AMERICA V008741	HOLIDAY LUNCHEON RAFFLE PRIZES	109595-6301	ACH020717	245.00	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	HOLIDAY LUNCHEON SUPPLIES	109595-6301	ACH020717	99.92	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	HOLIDAY LUNCHEON RAFFLE PRIZES	109595-6301	ACH020717	50.00	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	HOLIDAY LUNCHEON SUPPLIES	109595-6301	ACH020717	14.55	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	HOLIDAY LUNCHEON SUPPLIES	109595-6301	ACH020717	11.83	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	MATERIALS FOR DOWNTOWN	109595-6999	ACH020717	17.61	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	MATERIALS FOR DOWNTOWN	Other Expenditure	ACH020717	32.19	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	LIGHTS FOR DOWNTOWN	109595-6999	ACH020717	296.12	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	MATERIALS FOR DOWNTOWN	Other Expenditure	ACH020717	15.09	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	MATERIALS FOR DOWNTOWN	109595-6999	ACH020717	71.38	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	CITY HALL XMAS DECORATIONS	Other Expenditure	ACH020717	345.51	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	SERVICE AWARD GIFTCARDS	109595-6999	ACH020717	625.50	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	BACKFLOW REPAIR PARTS	296561-6130	ACH020717	80.00	DECEMBER 16		00009028	01/24/2017
EP	BANK OF AMERICA V008741	TRENCHER RENTAL	333552-6185 / 61127-6185	ACH020717	107.56	DECEMBER 16		00009028	01/24/2017
			Construction Services						
				Check Total:	28,883.33				

City of Placentia
Electronic Disbursement Register
For 02/15/2017

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	AMERICAN FIDELITY V010011	P/E 1/28 PD 2/3	0010-2188 Health Care SSA	ACH021317	1,170.88	2317C		00009029	02/03/2017
EP	AMERICAN FIDELITY V010011	P/E 1/28 PD 2/3	0010-2155 Per Sec Plan - Opt. Life	ACH021317	35.10	2317C		00009029	02/03/2017
EP	AMERICAN FIDELITY V010011	P/E 1/28 PD 2/3	0029-2188 Health Care SSA	ACH021317	2.50	2317C		00009029	02/03/2017
EP	AMERICAN FIDELITY V010011	P/E 1/28 PD 2/3	395000-2187 Voluntary Plan Life	ACH021317	551.65	2317C		00009029	02/03/2017
EP	AMERICAN FIDELITY V010011	P/E 1/28 PD 2/3	0037-2188 Health Care SSA	ACH021317	5.92	2317C		00009029	02/03/2017
EP	AMERICAN FIDELITY V010011	P/E 1/28 PD 2/3	0048-2188 Health Care SSA	ACH021317	3.58	2317C		00009029	02/03/2017
					Check Total:	1,769.63			
EP	CALIFORNIA PUBLIC V010053	PERS P/E 1/28 PD 2/3	0010-2140 Employee PERS W/H	ACH021317	125,549.92	2317A		00009030	02/03/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 1/28 PD 2/3	0010-2145 Employee PERS Payback W/H	ACH021317	148.81	2317A		00009030	02/03/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 1/28 PD 2/3	0010-2150 Survivor Benefit Package	ACH021317	108.93	2317A		00009030	02/03/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 1/28 PD 2/3	0010-2165 PERS Employer Payable	ACH021317	692.77	2317A		00009030	02/03/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 1/28 PD 2/3	0010-2195 PERS Uniform	ACH021317	26.27	2317A		00009030	02/03/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 1/28 PD 2/3	0029-2140 Employee PERS W/H	ACH021317	663.38	2317A		00009030	02/03/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 1/28 PD 2/3	0029-2145 Employee PERS Payback W/H	ACH021317	7.30	2317A		00009030	02/03/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 1/28 PD 2/3	0029-2150 Survivor Benefit Package	ACH021317	1.09	2317A		00009030	02/03/2017
EP	CALIFORNIA PUBLIC	PERS P/E 1/28 PD 2/3	0029-2165	ACH021317	7.87	2317A		00009030	02/03/2017

City of Placentia
Electronic Disbursement Register
For 02/15/2017

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	V010053		PERS Employer Payable						
EP	CALIFORNIA PUBLIC V010053	PERS P/E 1/28 PD 2/3	0029-2195 PERS Uniform	ACH021317	0.42	2317A		00009030	02/03/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 1/28 PD 2/3	0037-2140 Employee PERS W/H	ACH021317	333.12	2317A		00009030	02/03/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 1/28 PD 2/3	0037-2150 Survivor Benefit Package	ACH021317	0.29	2317A		00009030	02/03/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 1/28 PD 2/3	0048-2140 Employee PERS W/H	ACH021317	2,635.52	2317A		00009030	02/03/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 1/28 PD 2/3	0048-2145 Employee PERS Payback W/H	ACH021317	7.30	2317A		00009030	02/03/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 1/28 PD 2/3	0048-2150 Survivor Benefit Package	ACH021317	3.85	2317A		00009030	02/03/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 1/28 PD 2/3	0048-2165 PERS Employer Payable	ACH021317	18.71	2317A		00009030	02/03/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 1/28 PD 2/3	395083-5145 Retirement PERS	ACH021317	-64,930.66	2317A		00009030	02/03/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 1/28 PD 2/3	0048-2195 PERS Uniform	ACH021317	1.41	2317A		00009030	02/03/2017
EP	CALIFORNIA PUBLIC V010053	PAYROLL DECUCTIONS	0010-2140 Employee PERS W/H	ACH021317	5.62	2817A		00009030	02/03/2017
					Check Total:	65,281.92			
EP	EMPLOYMENT V010052	STATE TAX P/E 1/28 PD 2/3	0010-2135 Calif Income Tax W/H	ACH021317	15,945.56	2317B		00009031	02/03/2017
EP	EMPLOYMENT V010052	STATE TAX P/E 1/28 PD 2/3	0048-2135 Calif Income Tax W/H	ACH021317	394.03	2317B		00009031	02/03/2017
EP	EMPLOYMENT V010052	STATE TAX P/E 1/28 PD 2/3	0037-2135 Calif Income Tax W/H	ACH021317	85.59	2317B		00009031	02/03/2017
EP	EMPLOYMENT V010052	STATE TAX P/E 1/28 PD 2/3	0029-2135 Calif Income Tax W/H	ACH021317	92.09	2317B		00009031	02/03/2017

City of Placentia
Electronic Disbursement Register
For 02/15/2017

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	EMPLOYMENT V010052	STATE TAX	0010-2135 Calif Income Tax W/H	ACH021317	89.17	2817B		00009031	02/03/2017
					Check Total:	16,606.44			
EP	INTERNAL REVENUE V010054	FED/MED/SS TAX P/E 1/28 PD 2/3	0037-2120 Employer Medicare Payable	ACH021317	22.41	2317A		00009032	02/03/2017
EP	INTERNAL REVENUE V010054	FED/MED/SS TAX P/E 1/28 PD 2/3	0010-2115 Employee Medicare W/H	ACH021317	5,631.19	2317A		00009032	02/03/2017
EP	INTERNAL REVENUE V010054	FED/MED/SS TAX P/E 1/28 PD 2/3	0048-2110 Federal Income Tax W/H	ACH021317	1,331.91	2317A		00009032	02/03/2017
EP	INTERNAL REVENUE V010054	FED/MED/SS TAX P/E 1/28 PD 2/3	0010-2120 Employer Medicare Payable	ACH021317	5,631.19	2317A		00009032	02/03/2017
EP	INTERNAL REVENUE V010054	FED/MED/SS TAX P/E 1/28 PD 2/3	0010-2110 Federal Income Tax W/H	ACH021317	48,945.45	2317A		00009032	02/03/2017
EP	INTERNAL REVENUE V010054	FED/MED/SS TAX P/E 1/28 PD 2/3	0029-2110 Federal Income Tax W/H	ACH021317	327.14	2317A		00009032	02/03/2017
EP	INTERNAL REVENUE V010054	FED/MED/SS TAX P/E 1/28 PD 2/3	0048-2120 Employer Medicare Payable	ACH021317	145.50	2317A		00009032	02/03/2017
EP	INTERNAL REVENUE V010054	FED/MED/SS TAX P/E 1/28 PD 2/3	0010-2125 Employee Social Sec W/H	ACH021317	18.60	2317A		00009032	02/03/2017
EP	INTERNAL REVENUE V010054	FED/MED/SS TAX P/E 1/28 PD 2/3	0010-2130 Employer Soc Sec Payable	ACH021317	18.60	2317A		00009032	02/03/2017
EP	INTERNAL REVENUE V010054	FED/MED/SS TAX P/E 1/28 PD 2/3	0048-2115 Employee Medicare W/H	ACH021317	145.50	2317A		00009032	02/03/2017
EP	INTERNAL REVENUE V010054	FED/MED/SS TAX P/E 1/28 PD 2/3	0029-2115 Employee Medicare W/H	ACH021317	44.41	2317A		00009032	02/03/2017
EP	INTERNAL REVENUE V010054	FED/MED/SS TAX P/E 1/28 PD 2/3	0029-2120 Employer Medicare Payable	ACH021317	44.41	2317A		00009032	02/03/2017
EP	INTERNAL REVENUE V010054	FED/MED/SS TAX P/E 1/28 PD 2/3	0037-2110 Federal Income Tax W/H	ACH021317	228.87	2317A		00009032	02/03/2017
EP	INTERNAL REVENUE V010054	FED/MED/SS TAX P/E 1/28 PD 2/3	0037-2115	ACH021317	22.41	2317A		00009032	02/03/2017

City of Placentia
Electronic Disbursement Register
For 02/15/2017

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Ref #	Ref Date
	V010054		Employee Medicare W/H					
EP	INTERNAL REVENUE V010054	FED/MED/SS TAX	0010-2110 Federal Income Tax W/H	ACH021317	618.51 2817A		00009032	02/03/2017
EP	INTERNAL REVENUE V010054	FED/MED/SS TAX	0010-2115 Employee Medicare W/H	ACH021317	74.44 2817A		00009032	02/03/2017
EP	INTERNAL REVENUE V010054	FED/MED/SS TAX	0010-2120 Employer Medicare Payable	ACH021317	74.44 2817A		00009032	02/03/2017
				Check Total:	63,324.98			
				Type Total:	189,723.14			
				Check Total:	189,723.14			



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: FEBRUARY 21, 2017

SUBJECT: **AWARD OF CONSTRUCTION CONTRACT TO G2 CONSTRUCTION, INC. FOR THE OCTA M2 ENVIRONMENTAL CLEANUP PROGRAM TIER 1 GRANT PROJECT PHASE 3**

FISCAL

IMPACT:	EXPENSE: \$266,700	
	REVENUE: \$200,000	OCTA M2 ENVIRONMENTAL CLEANUP GRANT
	\$ 50,974	STORM DRAIN CONSTRUCTION FUND
	\$ 10,354	GENERAL FUND
	\$ 5,372	CALRECYCLE OIL PAYMENT PROGRAM FUND

SUMMARY:

The City of Placentia has been awarded a Measure M2 grant under the Environmental Cleanup Program by the Orange County Transportation Authority (OCTA) to implement a Catch Basin Screen Insert Project. This is the third phase of this project, and will provide additional Automatic Retractable Screens (ARSs) with Connector Pipe Screens (CPSs) at one-hundred and thirteen (113) catch basins located around the City. In addition, CPSs will be installed at fifty-five (55) additional catch basins with existing ARSs in need of retrofitting for the purpose of installing full-capture systems as required by new storm water regulations. The City utilized the competitive bid process performed by the County of Orange to identify the contractor to fabricate and install these new devices. The County of Orange has pre-approved G2 Construction, Inc. (G2 Construction) for cities to use for their Catch Basin Screen Insert Projects. This action would approve an award of contract to G2 Construction to install 168 CPSs and 113 ARSs at catch basins throughout the City for a total cost of \$266,700.

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Approve plans and specifications prepared by G2 Construction, Inc., dated January 5, 2017, for the Catch Basin Screen Insert Project; and
2. Accept the proposal submitted by G2 Construction, Inc. in the amount of \$266,700; and
3. Award a Public Works Agreement to G2 Construction, Inc. for OCTA M2 Environmental Cleanup Program Tier 1 Grant Project Phase 3; and

1.c

February 21, 2017

4. Adopt Resolution No. R-2017-XX, A Resolution of the City Council of the City of Placentia, California authorizing an award of contract to G2 Construction, Inc. for the application for funds for the Environmental Cleanup, Tier 1 Grant program under Orange Country Local Transportation Ordinance No. 3 for the City of Placentia Catch Basin Inserts Project, Phase 3; and
5. Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney

DISCUSSION:

On April 7, 2015 the State Water Resources Control Board (SWRCB) adopted a statewide water quality objective aimed at reducing the amount of trash that finds its way into rivers, lakes and the ocean, threatening aquatic life and public health. In order to comply with the trash amendment, the City must implement an effective program to eliminate the discharge of trash and solid waste to U.S. Through the installation of catch basins screens and full capture systems, the City is complying with SWRCB's trash amendment requirements by reducing the total amount of daily litter entering into the City's storm drain system.

The City submitted a competitive grant application for Measure M2 – Environmental Cleanup Program funding (M2 Grant Funds). The City's application was approved for installation of 168 CPSs and 113 ARSs at catch basin locations throughout the City.

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

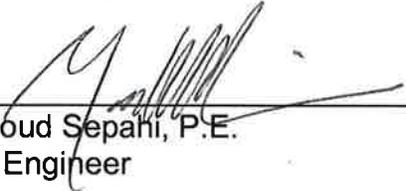
The City's purchasing and contract guidelines allows for the procurement of goods and services through the use of cooperative purchase agreements. A cooperative purchase agreement is available due to the recent competitive bid process performed by the County of Orange. The County of Orange has pre-approved G2 Construction for cities to use for their Catch Basin Screen Insert Projects. G2 Construction has agreed to extend the same bid pricing provided to the County of Orange to the City of Placentia for this project. On March 1, 2016, City Council approved Phase 2 of this project and awarded a construction contract to G2 Construction in the amount of \$94,922.

In order for the City to use the M2 Grant Funds, it is recommended that the City Council award the contract to G2 Construction to install ARSs and CPSs at 168 locations throughout the City. Their proposal, references, and qualifications have been reviewed by City Staff.

FISCAL IMPACT:

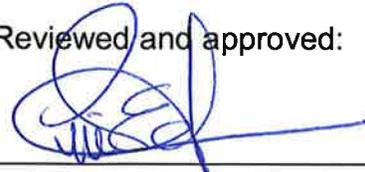
The City has received \$200,000 from the OCTA M2 Environmental Cleanup Program Tier 1 Grant Program which requires a twenty-five (25%) local match. The City will use \$50,974 from the Storm Drain Construction Fund, \$10,354 from the General Fund and \$5,372 in State of California Used Oil Payment Program grant funds to meet the match requirement.

Submitted by:



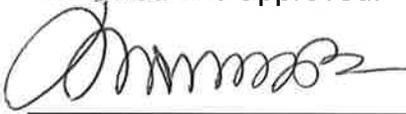
Masoud Sepahi, P.E.
City Engineer

Reviewed and approved:



Luis Estevez
Director of Public Works

Reviewed and approved:



Irwin Bornstein
Senior Financial Advisor

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Public Works Construction Agreement
2. Resolution No. R-2017-XX

RESOLUTION NO. R-2017-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING AN AWARD OF CONTRACT TO G2 CONSTRUCTION, INC. FOR THE APPLICATION FOR FUNDS FOR THE ENVIRONMENTAL CLEANUP, TIER 1 GRANT PROGRAM UNDER ORANGE COUNTY LOCAL TRANSPORTATION ORDINANCE NO. 3 FOR THE CITY OF PLACENTIA CATCH BASIN INSERTS PROJECT, PHASE 3

A. Recitals.

(i) Orange County Local Transportation Ordinance No. 3, dated July 24, 2006, and is known and cited at the Renewed Measure M Transportation Ordinance and Investment Plan makes funds available through the Environmental Cleanup Program to help protect Orange county beaches and waterways from transportation-generated pollution (urban runoff) and improve water quality.

(ii) The Environmental Cleanup, Tier 1 Grant Program consists of funding purchases and installation of catch basin Best Management Practices, such as screens, filters, inserts, and other "street-scale" low flow diversion projects.

(iii) Orange County Transportation Authority (OCTA) has established the procedures and criteria for reviewing proposals.

(iv) The City of Placentia possesses authority to nominate water quality improvement projects that have a transportation pollution nexus to finance and construct the proposed project.

(v) The City Council of the City of Placentia hereby authorizes the nomination of the Catch Basin Inserts Project Phase 3 including all understandings and assurances contained therein, and authorizes the person identified as the official representative of the City of Placentia to act in connection with the nomination and to provide such additional information as may be required.

(vi) The City of Placentia shall maintain and operate the equipment acquired and installed.

(vii) The City of Placentia will provide OCTA representatives access to and the right to examine all records, books, papers or documents related to the funded Tier 1 Grant Project.

(viii) The City of Placentia shall comply, as applicable, with provisions of the California Environmental Quality Act, the National Environmental Policy Act, the American with Disabilities Act, and any other federal, state, and/or local laws, rules, and/or regulations.

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. The City Council of the City of Placentia hereby authorizes the City Administrator to approve plans and specifications prepared by G2 Construction, Inc. for the Environmental Cleanup, Tier 1 Grant Program for the Catch Basin Project Phase 3.

3. The City of Placentia, agrees to accept the proposal submitted by G2 Construction, Inc. and award of contract for the Environmental Cleanup, Tier 1 Grant Program for the Catch Basin Project Phase 3.

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

PASSED, APPROVED AND ADOPTED this 21st day of February 2017.

CRAIG S. GREEN, MAYOR

ATTEST:

PATRICK J. MELIA, CITY CLERK

RESOLUTION NO. R-2017-XX

PAGE 2 of 3

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 February, 2017, by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

PATRICK J. MELIA, CITY CLERK

APPROVED AS TO FORM:

CHRISTIAN L. BETTENHAUSEN, CITY ATTORNEY

Project No.

**CITY OF PLACENTIA
PUBLIC WORKS AGREEMENT FOR
OCTA M2 ENVIRONMENTAL CLEANUP PROGRAM
TIER 1 GRANT PROJECT PHASE 3**

THIS AGREEMENT (herein "Agreement"), is made and entered into this 21st day of February 2017 by and between the CITY OF PLACENTIA, a municipal corporation and charter city, (herein "City") G2 CONSTRUCTION, INC. (herein "Contractor"). The parties hereto agree as follows:

WITNESSETH:

A. WHEREAS, City requires the installation of Connector Pipe Screens and Automatic Retractable Screens at catch basins throughout the City as set forth more fully in this Agreement.

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

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

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

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

1.0 DEFINITIONS

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

- (a) Contractor. Contractor shall mean G2, Construction, Inc., a (California corporation, partnership, individual) located at 1352 E. Borchard Ave., Santa Ana, CA 92705.
- (b) City. City shall mean the City of Placentia, a Municipal Corporation and Charter City, located at 401 E. Chapman, Placentia, California 92870.
- (c) City Council. City Council shall mean the City Council of the City of Placentia.

Project No.

- (d) Contract Officer shall mean the person designated by the City Administrator or City Engineer of City and shall have the duties set forth in Section 5.2.
- (e) Services. Services shall mean the services to be performed by the Contractor pursuant to this Agreement.
- (f) Satisfactory. Satisfactory shall mean satisfactory to the City Administrator or his/her designee.

2.0 SERVICES OF CONTRACTOR

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

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

2.3 Compliance with Law. All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered.

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

2.5 Familiarity with Work. By executing this Contract, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should Contractor discover any latent or unknown

Project No.

conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

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

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

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

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

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

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

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

Project No.

2.9 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum as set forth in Section 3.1, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of twenty five percent (25%) or less of the Contract Sum, or in the time to perform of one hundred eighty (180) days or less may be approved by the Contract Officer. Any increases, taken either separately or cumulatively, that result in the Contract Sum exceeding \$25,000 must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.

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

3.0 COMPENSATION

3.1 Contract Sum. For the services rendered pursuant to this Agreement, the Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of Two Hundred Sixty-Six Thousand, Seven Hundred Dollars (\$266,700.00) (herein "Contract Sum"), except as provided in Section 2.9. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

3.2 Progress Payments. Prior to the first day of the month, during the progress of the work, commencing on the day and month specified in the Agreement, Contractor shall submit to the Contract Officer a complete itemized statement of all labor and materials incorporated into the work during the preceding month and the portion of the contract sum applicable thereto. Upon approval in writing by the Contract Officer, payment shall be made in thirty (30) days. City shall pay Contractor a sum based upon ninety-five percent (95%) of the

Project No.

contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security. Refer to Section 8.4 of this Agreement for retention of funds.

4.0 PERFORMANCE SCHEDULE

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

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

4.3 Force Majeure. The time period(s) specified in the Scope of Services for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes for the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

4.4 Term. Unless earlier terminated in accordance with Section 8.9 of this Agreement, this Agreement shall continue in full force and effect until final approval and acceptance of the project by the Contract Officer. Notwithstanding the foregoing, this Agreement shall terminate no later than May 21, 2017 unless the parties mutually agree in writing to extend the term.

5.0 COORDINATION OF WORK

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

G2 Construction, Inc.
1352 E. Borchard Ave.,
Santa Ana, CA 92705
Tel: 714-679-2550
Attn: Eric H. Taylor
Business Development &
Project Management

Project No.

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

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

5.3 Prohibition Against Assignment. The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

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

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

Project No.

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

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

- (a) Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site different from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
- (b) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order per Section 2.9 of this Agreement.
- (c) That, in the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

6.0 INSURANCE AND INDEMNIFICATION

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

Conditions:

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

This insurance shall not be canceled, limited in scope or coverage or non-renewed until after thirty (30) days prior written notice has been given to the Community Development Director, City of Placentia, 401 E. Chapman Ave., Placentia, California 92870.

Any insurance maintained by the City of Placentia shall apply in excess of and not combined with insurance provided by this policy.

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

Prior to commencement of any work under this contract, Contractor shall deliver to the City insurance endorsements confirming the existence of the insurance required by this contract, and including the applicable clauses referenced above.

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

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

Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this agreement.

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

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

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

- (a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith.
- (b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', subcontractors' or invitees') negligent performance of or failure to perform such work, operations or activities hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom.
- (c) In the event the 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 or alleged to arise out of or in connection with the performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel selected by City.
- (d) Contractor's duty to defend and indemnify as set out in this Section 6.3 shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

Project No.

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

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

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

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

7.0 RECORDS AND REPORTS

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

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

Project No.

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

7.4 Public Records Act Disclosure. Contractor has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Contractor informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

7.5 As-Built Drawings. Contractor shall submit all applicable As-Built drawings for the Work or applicable element(s) thereof, subject to final review and Approval by the Contracting Officer (or its Authorized Representatives), and delivered to LACMTA in hardcopy, as well as electronic, submittal, in the form, file format, and quantity specified in the Contract, or otherwise instructed in writing by the Contracting Officer.

7.6 Training. Contractor shall provide training for operating and maintenance of all equipment installed in addition to providing all necessary operation and maintenance (O&M) manuals prior to substantial completion.

8.0 GENERAL PROVISIONS

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

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

Project No.

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

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

8.4 Retention of Funds. Progress payments shall be made in accordance with the provisions of Section 3.2 of this Agreement. In accordance with said section, City shall pay Contractor a sum based upon ninety-five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security to be paid to the Contractor within sixty (60) days after final acceptance of the work by the City Council, after Contractor shall have furnished City with a release of all undisputed contract amounts if required by City. In the event there are any claims specifically excluded by Contractor from the operation of the release, the City may retain proceeds (per Public Contract Code 7107) of up to 150% of the amount in dispute. City's failure to deduct or withhold shall not affect Contractor's obligations hereunder.

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

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

8.7 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any

Project No.

default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.8 Liquidated Damages. Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City Five Hundred Dollars (\$500) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Scope of Services (Exhibit A) or Schedule of Performance (Exhibit B). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

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

8.10 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and shall be deemed to be given when served personally or deposited in the US Mail, prepaid, first-class mail, return receipt requested, addressed as follows:

To City: City of Placentia
401 E. Chapman Ave
Placentia, California 92870
Attn.: Ivette Rodriguez

To Contractor:

G2 Construction. Inc.
1352 E. Borchard Ave.,
Santa Ana, CA 92705
Tel: 714-679-2550
Attn: Eric H. Taylor
Business Development &
Project Management

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

Project No.

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

Contractor and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Contractor and its officers, employees, associates and subcontractor shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

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

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

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

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

8.17 Unfair Business Practices Claims. In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body renders final payment to the

Project No.

contractor without further acknowledgment by the parties. (Sec. 7103.5, California Public Contract Code).

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

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

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

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

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

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

1. The contract value of the work completed to and including the date of receipt of the notice of termination, less the amount of progress payments received by contractor.

Project No.

2. Actual move-off costs including labor, rental fees, equipment transportation costs, the costs of maintaining on-site construction office for supervising the mover-off.

3. The cost of materials custom made for this Agreement which cannot be used by the Contractor in the normal course of his business, and which have not been paid for by City in progress payments.

4. All costs shall not include any markups as might otherwise be allowed by any plans or specifications which were a part of the Agreement.

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

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

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

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

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

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

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

Project No.

favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

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

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

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

CITY OF PLACENTIA,
A municipal corporation and Charter City

Damien R. Arrula
City Administrator

Date: _____

ATTEST:

Patrick J. Melia
City Clerk

APPROVED AS TO FORM:

CONTRACTOR

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

Project No.

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Stephen D. Pischel
Risk Management

Date: _____

APPROVED AS TO CONTENT:

Masoud Sepahi
City Engineer

Date: _____

DEPARTMENTAL APPROVAL:

Luis Estevez
Director of Public Works

Date: _____

Project No.

SUPPLEMENTAL INFORMATION TO BE COMPLETED BY PRINCIPAL

If an individual, so state. If a firm or co-partnership, state the firm and give the names of all individual co-partners composing the partnership. If a Corporation, state legal name of corporation; state also the names of the president, secretary, treasurer and manager thereof.

Business Address:

Telephone Number:

Date:

Print Name:

Principal

Signature:

Title

Project No.

Page 1 of 1
(Use of City form
is required)

TAX IDENTIFICATION NUMBER

The Tax Equity and Fiscal Responsibility Act of 1982 requires the payer (City of Placentia) to report to the Internal Revenue Service taxable payments to payees.

You (as a payee) are required by law to provide us with your Taxpayer Identification Number (if an individual or partnership, your Social Security Number). If you do not provide us with your correct identification number, you may be subject to a penalty imposed by the Internal Revenue Service. The payments subject to withholdings may include, but are not limited to, interest, dividends, or other payments the City of Placentia and/or the Placentia Redevelopment Agency made to you. Other payments may include rents, royalties, commissions and fees for service of non-employees.

If you are exempt from income tax, we are still required, by law, to maintain a Tax Identification Number on file. **PLEASE PROVIDE YOUR TAX IDENTIFICATION NUMBER next to the appropriate listing below, sign, date and return to:**

CITY OF PLACENTIA FINANCE DEPARTMENT
401 E. Chapman
Placentia, CA 92870

Exempt: Yes ___ No ___ Telephone () _____

CORPORATION: _____

U.S.A. OR ANY AGENCIES THEREOF: _____

IRS CODE #501 TAX-EXEMPT ORGANIZATION: _____

A NON-COMMISSIONED CITY OF PLACENTIA EMPLOYEE: _____

SOLE PROPRIETOR: _____

A PARTNERSHIP: _____

OTHER: _____ (Explain)

Signature/Title: _____ Date: _____

Project No.

EXHIBIT A

SCOPE OF SERVICES

City of Placentia, Catch Basin Screens Phase III project (G2 ARS & CPS)

Per the City's target catch basins in 3 areas of the City, provide labor equipment and materials to install 113 Catch Basins, in accordance to all the terms and conditions stipulated in the Contract and in accordance to attached G2 Construction Incorporation's proposal dated January 5, 2017. Key areas targeted as part of this proposal include the commercial district in the Southwest, the arterial Streets in the Central, and arterials in the North of the City. In addition, install CPS in the 55 catch basin installed with G2's ARS devices on last year's grant, in early 2016. In total, 168 catch basins will be installed with G2's full-capture CPS and 113 catch basins with ARS. Products and services include custom fabrication and installation of ARS CL 12 and CPS devices made of stainless steel (approved by OCTA Measure M2 funding). Provide full warranty for all installed equipment in accordance to the requirements of OCTA. For a complete summary of the scope of the work, please see attached G2 Construction inc.'s proposal, dated January 5, 2017.



Lic. #801253 - A, C8, C60
 1352 E. Borchard Ave.
 Santa Ana, CA 92705
 714.748.4242

Proposal

City of Placentia Public Works, Catch Basin Screens Phase 3

OCTA Measure M2 Environmental Cleanup Program, Tier 1

Customer: **City of Placentia**
 401 E. Chapman Ave.
 Placentia, CA 92870

Prepared: 1/5/2017

Contacts: Luis Estevez, Public Works Manager
 714.993.8120; lestevez@placentia.org
 Ivette Rodriguez, Management Analyst
 irodriguez@placentia.org 714.993.8189

By: *Eric H. Taylor*
 Eric H. Taylor
 714.679.2550
 etaylor@G2Construction.com

DESCRIPTION

City of Placentia, Catch Basin Screens Phase 3 Project (G2 ARS & CPS). Per the City's target catch basins in 3 areas of the City, G2 proposes to install G2's ARS CL12 and full-capture CPS in 113 catch basins that currently have no installed devices. Key areas targeted include the commercial district in the SouthWest, the arterial streets in the Central, and arterials in the North of the City. Additionally, G2 proposes to install CPS in the 55 catch basins installed with G2's ARS devices on last year's grant, in early 2016. In total, 168 catch basins installed with G2's full-capture CPS, and 113 catch basins with ARS.

Products and services included custom fabrication and installation of ARS CL12 and CPS devices made of stainless steel (approved for OCTA Measure M2 funding) . Plus warranty.

#	Street	Side	Of	Cross St.	W	ARS Model	ARS Unit Price*	Model	DC pipe (est)	CPS Unit Price*	Combo Disc.*	Ext. Price
1	E La Jolla St. 171	North	East	Placentia	14	G2-ARS-14x	\$1,669	G2-CPS	18"	\$525	(\$50)	\$2,144
2	E La Jolla St. 172	S	E	Placentia	14	G2-ARS-14x	\$1,669	G2-CPS	18"	\$525	(\$50)	\$2,144
3	E La Jolla St. 174	S	E	Placentia	14	G2-ARS-14x	\$1,669	G2-CPS	18"	\$525	(\$50)	\$2,144
4	E La Jolla St. 162	S	E	Placentia	14	G2-ARS-14x	\$1,669	G2-CPS	18"	\$525	(\$50)	\$2,144
5	E La Jolla St. 160	S	E	Placentia	4	G2-ARS-05	\$588	G2-CPS	18"	\$525	(\$50)	\$1,063
6	E La Jolla St. 159	N	E	Placentia	7	G2-ARS-07	\$929	G2-CPS	18"	\$525	(\$50)	\$1,404
7	E La Jolla St. 158	S	E	Placentia	7	G2-ARS-07	\$929	G2-CPS	18"	\$525	(\$50)	\$1,404
8	E La Jolla St.	S	E	Placentia	7	G2-ARS-07	\$929	G2-CPS	18"	\$525	(\$50)	\$1,404
9	E La Jolla St.	N	E	Placentia	7	G2-ARS-07	\$929	G2-CPS	18"	\$525	(\$50)	\$1,404
10	S Melrose St. 974	E	N	E La Jolla	21	G2-ARS-21x	\$2,659	G2-CPS	18"	\$525	(\$50)	\$3,134
11	S Melrose St. 920	E	S	E La Jolla	21	G2-ARS-21x	\$2,659	G2-CPS	18"	\$525	(\$50)	\$3,134
12	S Melrose St. 900	E	S	E La Jolla	21	G2-ARS-21x	\$2,659	G2-CPS	18"	\$525	(\$50)	\$3,134
13	S Melrose St. 925	W	S	E La Jolla	21	G2-ARS-21x	\$2,659	G2-CPS	18"	\$525	(\$50)	\$3,134
14	W Orangethorpe 115	N	E	S Melrose	21	G2-ARS-21	\$2,459	G2-CPS	18"	\$525	(\$50)	\$2,934
15	W Orangethorpe 195	N	E	S Melrose	14	G2-ARS-14x	\$1,669	G2-CPS	18"	\$525	(\$50)	\$2,144
16	W Madison 222	South	West	Bradford	4	G2-ARS-05	\$588	G2-CPS	18"	\$525	(\$50)	\$1,063
17	E Madison	N	E	Bradford	4	G2-ARS-05	\$588	G2-CPS	18"	\$525	(\$50)	\$1,063
18	E Madison	S	E	Bradford	5	G2-ARS-05	\$588	G2-CPS	18"	\$525	(\$50)	\$1,063

19	Bradford Ave	E	N	Madison	4	G2-ARS-05	\$588	G2-CPS-	18"	\$525	(\$50)	\$1,063
20	Bradford Ave	W	S	Tiger Lane	7	G2-ARS-07	\$929	G2-CPS-	18"	\$525	(\$50)	\$1,404
21	Bradford Ave	W	N	Tiger Lane	7	G2-ARS-07	\$929	G2-CPS-	18"	\$525	(\$50)	\$1,404
22	Bradford Ave	W	N	Tiger Lane	7	G2-ARS-07	\$929	G2-CPS-	18"	\$525	(\$50)	\$1,404
23	Bradford Ave	E	N	Tiger Lane	7	G2-ARS-07	\$929	G2-CPS-	18"	\$525	(\$50)	\$1,404
24	N Kraemer	E	N	Newcastle	7	G2-ARS-07	\$929	G2-CPS-	18"	\$525	(\$50)	\$1,404
25	N Kraemer	E	S	Morse	14	G2-ARS-14x	\$1,669	G2-CPS-	18"	\$525	(\$50)	\$2,144
26	N Kraemer	E	N	Morse	21	G2-ARS-21x	\$2,659	G2-CPS-	18"	\$525	(\$50)	\$3,134
27	Morse Ave	N	E	N Kraemer	28	G2-ARS-28x	\$3,259	G2-CPS-	18"	\$525	(\$50)	\$3,734
28	N Angelina Dr	W	N	Morse	24	G2-ARS-28	\$3,059	G2-CPS-	18"	\$525	(\$50)	\$3,534
29	N Angelina Dr	E	N	Morse	14	G2-ARS-14x	\$1,669	G2-CPS-	18"	\$525	(\$50)	\$2,144
30	Southampton Way	E	N	Sheffield	14	G2-ARS-14	\$1,469	G2-CPS-	18"	\$525	(\$50)	\$1,944
31	Sheffield	E	N	Doverfield Dr.	14	G2-ARS-14	\$1,469	G2-CPS-	18"	\$525	(\$50)	\$1,944
32	Doverfield Dr.	N	E	Bradford	14	G2-ARS-14	\$1,469	G2-CPS-	18"	\$525	(\$50)	\$1,944
33	Doverfield Dr.	S	E	Bradford	14	G2-ARS-14	\$1,469	G2-CPS-	18"	\$525	(\$50)	\$1,944
34	Essex Circle	N	W	Sheffield	4	G2-ARS-05	\$588	G2-CPS-	18"	\$525	(\$50)	\$1,063
35	Essex Circle	S	W	Sheffield	7	G2-ARS-07	\$929	G2-CPS-	18"	\$525	(\$50)	\$1,404
36	Alta Vista	N	E	N. Kraemer	7	G2-ARS-07	\$929	G2-CPS-	18"	\$525	(\$50)	\$1,404
37	Hollyhock	W	N	Alta Vista	14	G2-ARS-14x	\$1,669	G2-CPS-	18"	\$525	(\$50)	\$2,144
38	Hollyhock	E	N	Alta Vista	14	G2-ARS-14x	\$1,669	G2-CPS-	18"	\$525	(\$50)	\$2,144
39	Jasmin Circle	E	N	Alta Vista	7	G2-ARS-07	\$929	G2-CPS-	18"	\$525	(\$50)	\$1,404
40	Alta Vista	N	E	All American Way	4	G2-ARS-05	\$588	G2-CPS-	18"	\$525	(\$50)	\$1,063
41	Alta Vista	S	E	All American Way	4	G2-ARS-05	\$588	G2-CPS-	18"	\$525	(\$50)	\$1,063
42	Alta Vista	N	E	Magnolia Ave	7	G2-ARS-07	\$929	G2-CPS-	18"	\$525	(\$50)	\$1,404
43	Alta Vista	N	E	Magnolia Ave	4	G2-ARS-05	\$588	G2-CPS-	18"	\$525	(\$50)	\$1,063
44	Magnolia 801	W	N	Alta Vista	7	G2-ARS-07	\$929	G2-CPS-	18"	\$525	(\$50)	\$1,404
45	Magnolia 804	E	N	Alta Vista	7	G2-ARS-07	\$929	G2-CPS-	18"	\$525	(\$50)	\$1,404
46	Pinehurst Ave 634	S	S	Limerick	21	G2-ARS-21x	\$2,659	G2-CPS-	18"	\$525	(\$50)	\$3,134
47	Limerick Dr.	W	N	Pinehurst	21	G2-ARS-21x	\$2,659	G2-CPS-	18"	\$525	(\$50)	\$3,134
48	Limerick Dr.	E	N	Pinehurst	21	G2-ARS-21x	\$2,659	G2-CPS-	18"	\$525	(\$50)	\$3,134
49	Rashford Dr.	E	N	Finnell Way	14	G2-ARS-14x	\$1,669	G2-CPS-	18"	\$525	(\$50)	\$2,144
50	Sue Dr.	N	W	Rashford	21	G2-ARS-21x	\$2,659	G2-CPS-	18"	\$525	(\$50)	\$3,134
51	Gardenia Ave	N	W	Magnolia	4	G2-ARS-05	\$588	G2-CPS-	18"	\$525	(\$50)	\$1,063
52	Gardenia Ave	S	W	Magnolia	4	G2-ARS-05	\$588	G2-CPS-	18"	\$525	(\$50)	\$1,063
53	Alta Vista	N	W	Dunnavant	4	G2-ARS-05	\$588	G2-CPS-	18"	\$525	(\$50)	\$1,063
54	Alta Vista	S	W	Dunnavant	4	G2-ARS-05	\$588	G2-CPS-	18"	\$525	(\$50)	\$1,063
55	Alta Vista	N	E	Dunnavant	14	G2-ARS-14x	\$1,669	G2-CPS-	18"	\$525	(\$50)	\$2,144
56	Alta Vista	S	E	Dunnavant	4	G2-ARS-05	\$588	G2-CPS-	18"	\$525	(\$50)	\$1,063
57	Reid	N	W	Dunnavant	10	G2-ARS-10x	\$1,319	G2-CPS-	18"	\$525	(\$50)	\$1,794
58	Reid	S	W	Dunnavant	10	G2-ARS-10x	\$1,319	G2-CPS-	18"	\$525	(\$50)	\$1,794
59	Reid	S	E	Dunnavant	10	G2-ARS-10x	\$1,319	G2-CPS-	18"	\$525	(\$50)	\$1,794
60	E Hepp Dr.	N	E	N Ziegler Way	10	G2-ARS-10x	\$1,319	G2-CPS-	18"	\$525	(\$50)	\$1,794
61	E Hepp Dr.	S	E	N Ziegler Way	10	G2-ARS-10x	\$1,319	G2-CPS-	18"	\$525	(\$50)	\$1,794
62	N Jensen Pl	W	N	E Hepp	10	G2-ARS-10x	\$1,319	G2-CPS-	18"	\$525	(\$50)	\$1,794
63	N Jensen Pl	E	N	E Hepp	10	G2-ARS-10x	\$1,319	G2-CPS-	18"	\$525	(\$50)	\$1,794
64	N Jensen Pl	E	S	E Hepp	10	G2-ARS-10x	\$1,319	G2-CPS-	18"	\$525	(\$50)	\$1,794
65	Valencia Ave	E	N	Bastanchury	14	G2-ARS-14	\$1,469	G2-CPS-	18"	\$525	(\$50)	\$1,944
66	Valencia Ave	E	N	Swanson Ave	14	G2-ARS-14x	\$1,669	G2-CPS-	18"	\$525	(\$50)	\$2,144
67	Valencia Ave	W	N	Swanson Ave	7	G2-ARS-07	\$929	G2-CPS-	18"	\$525	(\$50)	\$1,404
68	Valencia Ave	E	N	Lemke Dr	14	G2-ARS-14x	\$1,669	G2-CPS-	18"	\$525	(\$50)	\$2,144
69	Valencia Ave	W	S	Haiber Way	10	G2-ARS-10	\$1,119	G2-CPS-	18"	\$525	(\$50)	\$1,594

70	Valencia Ave	E	S	Purdy Ave	14	G2-ARS-14x	\$1,669	G2-CPS	18"	\$525	(\$50)	\$2,144
71	Golden Way	S	E	Valencia Ave	10	G2-ARS-10	\$1,119	G2-CPS	18"	\$525	(\$50)	\$1,594
72	Golden Way	N	E	Valencia Ave	21	G2-ARS-21x	\$2,659	G2-CPS	18"	\$525	(\$50)	\$3,134
73	Golden Way	N	E	Valencia Ave	21	G2-ARS-21x	\$2,659	G2-CPS	18"	\$525	(\$50)	\$3,134
74	Valencia Ave	E	N	Golden Way	21	G2-ARS-21x	\$2,659	G2-CPS	18"	\$525	(\$50)	\$3,134
75	Valencia Ave	E	N	Chickasaw Dr.	10	G2-ARS-10	\$1,119	G2-CPS	18"	\$525	(\$50)	\$1,594
76	Valencia Ave	W	N	Chickasaw Dr.	21	G2-ARS-21x	\$2,659	G2-CPS	18"	\$525	(\$50)	\$3,134
77	Cartlen	E	N	E. Bastanchury	10	G2-ARS-10	\$1,119	G2-CPS	18"	\$525	(\$50)	\$1,594
78	Cartlen	E	N	E. Bastanchury	10	G2-ARS-10	\$1,119	G2-CPS	18"	\$525	(\$50)	\$1,594
79	E. Bastanchury	N	E	Valencia Ave	10	G2-ARS-10	\$1,119	G2-CPS	18"	\$525	(\$50)	\$1,594
80	E. Bastanchury	N	E	Kraemer	21	G2-ARS-21x	\$2,659	G2-CPS	18"	\$525	(\$50)	\$3,134
88	tbd CBs with City	8	x		21	G2-ARS-21x	\$2,659	G2-CPS	18"	\$525	(\$50)	\$25,072
96	tbd CBs with City	8	x		14	G2-ARS-14x	\$1,669	G2-CPS	18"	\$525	(\$50)	\$17,152
102	tbd CBs with City	6	x		10	G2-ARS-10	\$1,119	G2-CPS	18"	\$525	(\$50)	\$9,564
107	tbd CBs with City	5	x		7	G2-ARS-07	\$929	G2-CPS	18"	\$525	(\$50)	\$7,020
113	tbd CBs with City	6	x		4	G2-ARS-05	\$588	G2-CPS	18"	\$525	(\$50)	\$6,378

113

33

Added Vol. Disc. 101+ARS -\$2,530

\$217,732

Catch Basins installed with ARS during Phase 1, to be installed with CPS devices:

#	Street	Side	Of	Cross St.	W	ARS Model	ARS Unit Price*	Model	18"	CPS Unit Price*	Combo Disc.*	Ext. Price
1	Center Street 399	N	E	Walnut	4	existing G2 ARS CL12		G2-CPS	18"	\$525		\$525
2	Center Street 398	S	E	Walnut	4	existing G2 ARS CL12		G2-CPS	18"	\$525		\$525
3	S. Walnut 199	W	N	Center St	4	existing G2 ARS CL12		G2-CPS	18"	\$525		\$525
4	Center Street 711	N	at	Edison	5	existing G2 ARS CL12		G2-CPS	18"	\$525		\$525
5	Ventura	S	E	Capistrano	4	existing G2 ARS CL12		G2-CPS	18"	\$525		\$525
6	Ventura	N	E	Capistrano	7	existing G2 ARS CL12		G2-CPS	18"	\$525		\$525
7	Monterey Way			(end, alley on right)	7	existing G2 ARS CL12		G2-CPS	18"	\$525		\$525
8	312 Murray Street		S	Sante Fe	3.5	existing G2 ARS CL12		G2-CPS	18"	\$525		\$525
9	Santa Fe Ave	S	at	Murray	3.5	existing G2 ARS CL12		G2-CPS	18"	\$525		\$525
10	Bradford	E	N	Sante Fe	4	existing G2 ARS CL12		G2-CPS	18"	\$525		\$525
11	Santa Fe Ave	S	E	Melrose	7	existing G2 ARS CL12		G2-CPS	18"	\$525		\$525
12	Melrose	W	S	Sante Fe	7	existing G2 ARS CL12		G2-CPS	18"	\$525		\$525
13	301 Melrose	E	N	Sante Fe	21x	existing G2 ARS CL12		G2-CPS	18"	\$525		\$525
14	302 Melrose	W	N	Sante Fe	14x	existing G2 ARS CL12		G2-CPS	18"	\$525		\$525
15	303 Melrose	W	N	Sante Fe	14x	existing G2 ARS CL12		G2-CPS	18"	\$525		\$525
16	Santa Fe Court		at	Bradford	3.5	existing G2 ARS CL12		G2-CPS	18"	\$525		\$525
17	Santa Fe Court	S	E	Bradford	10	existing G2 ARS CL12		G2-CPS	18"	\$525		\$525
18	205 Romona	N	W	South Walnut	7	existing G2 ARS CL12		G2-CPS	18"	\$525		\$525
19	206 Romona	S	W	South Walnut	7	existing G2 ARS CL12		G2-CPS	18"	\$525		\$525
20	228 South Walnut	W	S	Romona	7	existing G2 ARS CL12		G2-CPS	18"	\$525		\$525
21	220 Santa Fe	S	E	Melrose	7	existing G2 ARS CL12		G2-CPS	18"	\$500		\$500
22	118 South Walnut	E		Olive	3.5	existing G2 ARS CL12		G2-CPS	18"	\$500		\$500
23	217 Alta	E		Backs	14x	existing G2 ARS CL12		G2-CPS	18"	\$500		\$500
24	E. Chapman 559	N	E	All Amer. Wy	7	existing G2 ARS CL12		G2-CPS	18"	\$500		\$500
25	E. Chapman 552	S	W	All Amer. Wy	4	existing G2 ARS CL12		G2-CPS	18"	\$500		\$500
26	E. Chapman 401	N	E	Kraemer	14x	existing G2 ARS CL12		G2-CPS	18"	\$500		\$500
27	E. Chapman 399	N	W	Kraemer	10	existing G2 ARS CL12		G2-CPS	18"	\$500		\$500
28	E. Chapman 101	N	S	Bradford	7	existing G2 ARS CL12		G2-CPS	18"	\$500		\$500
29	W. Chapman 324	S	E	Walnut	4	existing G2 ARS CL12		G2-CPS	18"	\$500		\$500
30	W. Chapman 399	N	E	Walnut	3.5	existing G2 ARS CL12		G2-CPS	18"	\$500		\$500
31	700 W. Chapman	S	W	Melody (at shoppi	14x	existing G2 ARS CL12		G2-CPS	18"	\$500		\$500
32	707 W. Chapman	N	E	Sunset	14x	existing G2 ARS CL12		G2-CPS	18"	\$500		\$500
33	369 S. Kraemer	W	S	Chapman (Cinam	4	existing G2 ARS CL12		G2-CPS	18"	\$500		\$500
34	131 N. Kraemer	W	N	Chapman	10x	existing G2 ARS CL12		G2-CPS	18"	\$500		\$500
35	701 N. Kraemer	W	N	Alta Vista	10	existing G2 ARS CL12		G2-CPS	18"	\$500		\$500

36	790 N. Kraemer	E	N	Alta Vista	21x	existing G2 ARS CL12	G2-CPS-	18"	\$500		\$500
37	796 N. Kraemer	E	N	Alta Vista	21x	existing G2 ARS CL12	G2-CPS-	18"	\$500		\$500
38	1001 N. Kraemer	W	N	Madison	14x	existing G2 ARS CL12	G2-CPS-	18"	\$500		\$500
39	1050 N. Kraemer	E	N	Madison	28x	existing G2 ARS CL12	G2-CPS-	18"	\$500		\$500
40	1107 N. Kraemer	W	N	Newcastle	7	existing G2 ARS CL12	G2-CPS-	18"	\$500		\$500
41	La Jolla Ave	N	E	Arnold	10	existing G2 ARS CL12	G2-CPS-	18"	\$500		\$500
42	La Jolla Ave	S	E	Arnold	10	existing G2 ARS CL12	G2-CPS-	18"	\$500		\$500
43	La Jolla Ave	N	W	Arnold	10	existing G2 ARS CL12	G2-CPS-	18"	\$500		\$500
44	La Jolla Ave	S	W	Arnold	10	existing G2 ARS CL12	G2-CPS-	18"	\$500		\$500
45	Avenida Del Pico	W	S	La Jolla	10	existing G2 ARS CL12	G2-CPS-	18"	\$500		\$500
46	747 La Jolla	N	E	Lawrence	10	existing G2 ARS CL12	G2-CPS-	18"	\$500		\$500
47	747 La Jolla	S	E	Lawrence	10	existing G2 ARS CL12	G2-CPS-	18"	\$500		\$500
48	821 La Jolla	N	W	Lawrence	10	existing G2 ARS CL12	G2-CPS-	18"	\$500		\$500
49	840 La Jolla	S	W	Lawrence	14	existing G2 ARS CL12	G2-CPS-	18"	\$500		\$500
50	870 La Jolla	S	E	Wallgreen	10	existing G2 ARS CL12	G2-CPS-	18"	\$500		\$500
51	884 La Jolla	N	E	Wallgreen	7	existing G2 ARS CL12	G2-CPS-	18"	\$500		\$500
52	885 La Jolla	S	E	Placentia Ave	14	existing G2 ARS CL12	G2-CPS-	18"	\$500		\$500
53	Murray	W	N	Sante Fe	14x	existing G2 ARS CL12	G2-CPS-	18"	\$500		\$500
54	La Jolla	N	E	Placentia Ave	4	existing G2 ARS CL12	G2-CPS-	18"	\$500		\$500
55	929 La Jolla	S	E	Moisi	10	existing G2 ARS CL12	G2-CPS-	18"	\$500		\$500

\$28,000

Notes & Conditions:

- 1 Field conditions to determine final installs of ARS & CPS.
- 2 Quote does not include any required bond costs or permit fees.
- 3 Catch basin cleaning to be performed by the City. Not included in price.
- 4 *OCPW Master Purchase Agreement Pricing
 - > ARS CL12 Volume Pricing Included (21-100 & 101-500 CBs)
 - > CPS Volume Pricing (21-100 & 101-500 Dev)
 - > Combo Discount

Sub-Total	\$245,732
Traffic Control	\$20,968
Tax	\$0
Shipping	\$0
Surcha	\$0
Total Proposal	\$266,700

Project No.

EXHIBIT B

SCHEDULE OF PERFORMANCE

All work shall be substantially complete within 90 Calendar days from the issuance of Notice to Proceed (NTP.)

EXHIBIT C
INSURANCE REQUIREMENTS

Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain the insurance listed below. Any requirement for insurance to be maintained after completion of the work shall survive this agreement.

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

A. Workers Compensation & Employers Liability Insurance

- Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- Employers Liability with limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- The policy shall include a written waiver of the insurer's right to subrogate against CITY.
- Required Evidence Of Coverage:
 1. Subrogation waiver endorsement; and
 2. Properly completed Certificate of Insurance.

B. General Liability Insurance

- Commercial General Liability Insurance no less broad than Insurance Services Office (ISO) form CG 00 01.
- Coverage shall be on a standard occurrence form. Claims-Made forms are not acceptable without prior written consent. Modified, limited or restricted Occurrence forms are not acceptable without prior written consent.
- Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The

Project No.

General Aggregate shall apply separately to each project. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Umbrella Liability Insurance. If contractor maintains higher limits than the specified minimum limits, CITY requires and shall be entitled to coverage for the higher limits maintained by contractor.

- Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by CITY. Contractor is responsible for any deductible or self-insured retention and shall fund it upon CITY'S written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving CITY.
- Coverage shall be continued for one (1) year after completion of the work.
- CITY shall be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of the contractor. CITY shall continue to be an additional insured for completed operations for (1) year after completion of the work.
- The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard ("f" definition of insured contract in ISO form CG 00 01, or equivalent).
- The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- The policy shall cover inter-insured suits and include a "Separation of Insureds" or "severability" clause which treats each insured separately.
- The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against all persons or entities that are, or are required to be, additional insureds.
- The policy shall not contain a Contractors' Warranty or other similar language which eliminates or restricts insurance because of a

Project No.

subcontractor's failure to carry specific insurance or to supply evidence of such insurance.

- Required Evidence of Coverage:
 1. Copy of the additional insured endorsement or policy language granting additional insured status;
 2. Copy of the endorsement or policy language indicating that coverage applicable to the additional insureds is primary and non-contributory;
 3. Properly completed Certificate of Insurance; and
 4. Completed and signed Agent/Broker Questionnaire with supporting documentation as required.
 - 5.

C. Automobile Liability Insurance

- Minimum Limit: \$1,000,000 combined single limit per accident.
- Coverage shall apply to all owned, hired and non-owned vehicles.
- CITY shall qualify as an insured.
- Required Evidence of Coverage:
 1. Copy of the endorsement or policy language indicating that CITY is an insured; and
 2. Properly completed Certificate of Insurance.

D. Contractors Pollution Liability Insurance

- Minimum Limits: \$1,000,000 per Pollution Incident; \$1,000,000 Aggregate;
- Coverage shall apply to pollution incidents at or from any location at which Contractor is performing work under this agreement.
- Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it shall be approved in advance by CITY. Contractor is responsible for any deductible or self-insured retention and shall fund it upon CITY written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving CITY.

Project No.

- CITY shall be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of the Contractor. Additional insured status shall continue for one (1) year after completion of the work.
- The insurance provided to the additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by them.
- If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of work.
- The insurance shall be continued for one (1) year after completion of the work. If the insurance is on a Claims-Made basis, the continuation coverage may be provided by: (a) renewal of the existing policy; (b) an extended reporting period endorsement; or (c) replacement insurance with a retroactive date no later than the commencement of the work.
- Required Evidence of Coverage:
 1. Copy of the additional insured endorsement or policy language granting additional insured status;
 2. Copy of the endorsement or policy language indicating that coverage for the additional insureds is primary and non-contributory;
 3. Properly completed Certificate of Insurance.

E. Standards for Insurance Companies

- Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

F. Documentation

- The Certificate of Insurance shall include the following reference:
OCTA M2 Environmental Cleanup Program Tier 1 Grant Project Phase 3

Project No.

- The name and address for Additional Insured endorsements and Certificates of Insurance is: City of Placentia
- Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- Current Evidence of Coverage shall be provided for the entire required period of insurance.
- Upon written request, certified copies of required insurance policies shall be provided within thirty (30) days.

Project No.

EXHIBIT D
CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/07/2017

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

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

PRODUCER Strachota Insurance Agency, Inc. - Temec 27710 Jefferson Ave., Ste. 100 Temecula CA 92590	CONTACT NAME Lawrence Potter
	PHONE (A/C, No, Ext) (951) 676-2229 FAX (A/C, No) (951) 676-7391 E-MAIL ADDRESS:
INSURER(S) AFFORDING COVERAGE	
INSURER A: Gemini Ins Co	NAIC# 10833
INSURER B: Landmark Amer Ins Co	33138
INSURER C: RSUI Indemnity Company	22314
INSURER D: Cypress Insurance Company	10855
INSURER E: American Fire and Casualty Com	24066
INSURER F:	

INSURED (714) 748-4242
 G2 Construction, Inc. a CA Corp. Neal Brown,
 Lisa Brown and John Alvarado (as individuals)
 1352 East Borchard Ave
 Santa Ana CA 92705

COVERAGES **CERTIFICATE NUMBER:** Cert ID 5676 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD: WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	LHA139241 Ded: \$2,500	02/01/2017	02/01/2018	\$ 1,000,000 \$ 50,000 \$ 5,000 \$ 1,000,000 \$ 2,000,000 \$ 2,000,000 \$ 1,000,000 \$ 1,000,000
E	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED/AUTOS <input type="checkbox"/> NON-OWNED AUTOS		BAA57131811	02/01/2017	02/01/2018	\$ 1,000,000 \$ \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		NHA241858	02/01/2017	02/01/2018	\$ 2,000,000 \$ 2,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below.	Y/N N/A	GTWC907086	02/01/2017	02/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER \$ 1,000,000 \$ 1,000,000 \$ 1,000,000
A	Errors and Omissions		HPMDP0030900	02/27/2016	02/27/2017	Aggregate \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The City of Placentia, its City Council Members, Officers, Agents, Employees, Engineers, and Contractors are named as an additional insured as respects to general liability per attached endorsement RSG150170615.

CERTIFICATE HOLDER City of Placentia Attn: City Engineer 401 East Chapman Ave. Placentia CA 92870	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

This Endorsement Changes The Policy. Please Read It Carefully.

ADDITIONAL INSURED BLANKET – YOUR WORK

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Person or Organization: Any person or organization to whom or to which you are obligated by virtue of a written contract or by the issuance or existence of a written permit, to provide insurance such as is afforded by this policy.

SECTION II - WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the SCHEDULE, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations; and/or "your work" defined for the additional insured(s) designated above included in the "products-completed operations hazard".

This endorsement effective 02/01/2017
forms part of Policy Number LHA139241
issued to G2 CONSTRUCTION INC.
by Landmark American Insurance Company



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: FEBRUARY 21, 2017

SUBJECT: **PROFESSIONAL SERVICES AGREEMENT FOR A CITYWIDE DEVELOPMENT IMPACT FEE NEXUS STUDY**

FISCAL EXPENSE: \$30,200

IMPACT: REVENUE: \$30,200 GENERAL FUND

SUMMARY:

The City's existing development impact fee program was established in the 1970's. The purpose of this study is to update the development impact fee schedule to better reflect the nature of current and future development projects and to ensure sufficient funds are collected from developers to offset development impacts to the City's infrastructure. SCI Consulting Group, Inc. (SCI) is the firm that prepares the City's annual Landscape Maintenance and Street Lighting District Engineer's Reports as part of the annual budget preparation process. SCI is well experienced in preparing development impact fee nexus studies as well as establishing community facilities districts. The scope of work for this project entails the preparation of fee nexus studies for all of the City's existing development impact fees, which will then be presented to the City Council for its consideration and adoption at a future date.

RECOMMENDATION:

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

1. Approve a not-to-exceed Professional Services Agreement with SCI Consulting Group, Inc., to provide a Citywide Development Impact Fee Nexus Study for a total of \$30,200; and
2. Authorize the City Administrator to approve amendments to this agreement up to 10% of the contract not-to-exceed amount, or \$3,020; and
3. Authorize the City Administrator, or his designee, to execute the necessary documents for this project, in a form approved by the City Attorney.

DISCUSSION:

A development impact fee is a monetary exaction other than a tax or special assessment that is charged by a local government agency to an applicant in connection with approval of a development

1.d.

February 21, 2017

project for the purpose of defraying all or a portion of the cost of public facilities impacted by the development project. The legal requirements for enactment of a development impact fee program are set forth in the Government Code known as the Mitigation Fee Act. A development impact fee nexus study establishes the legal and policy basis for imposing development impact fees on new residential and nonresidential development within the City and must comply with the various requirements of the Mitigation Fee Act such as:

- Identification of the purpose of the fee
- Identification of the fee's use
- Determine the benefit relationship
- Determine the impact relationship
- Determine the proportional relationship

The City currently has an established development impact fee program and the majority of those fees were originally established in the 1970's and include the following fees:

- Storm Drain Acreage Fee – based on total acreage of development
- Thoroughfare Acreage/Traffic Mitigation Fee – based on total acreage of development
- Sewer Acreage Fee – based on total acreage of development
- Public Safety Mitigation Fee – per unit fee
- Park In-Lieu Fee – per unit fee

The City's existing fee program was established at a time when the City's population was rapidly growing due to large tracts of land being subdivided into residential properties. At that time, the fee programs were based on a per acre basis with the exception of the park in-lieu fee. Today, the City is nearly built out and new development projects are of an in-fill nature. Given how long ago the City's fee program was established, and to more appropriately reflect the type of development the City is expected to consider in the future and its impacts to City facilities and infrastructure, it would be appropriate to update and modernize the current development impact fee program to ensure the City's ability to financially offset those impacts.

SCI has for the past several years, prepared the City's annual Engineer's Report for the City's existing Landscape Maintenance and Street Lighting District. Based on SCI's performance in preparing those annual reports, and its expertise in preparing fee impact nexus studies, Staff requested a proposal from SCI to update the City's existing development impact fee program.

FISCAL IMPACT:

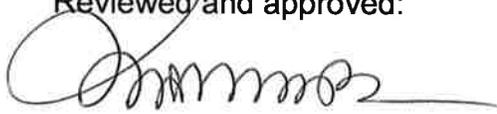
The cost to provide these services amounts to \$30,200. Staff proposes to utilize General Fund dollars allocated for this purpose as part of the annual mid-year budget review. As such, sufficient funds exist for the recommended actions.

Prepared by:



Luis Estevez
Director of Public Works

Reviewed and approved:



Irwin Bornstein
Senior Financial Advisor

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

1. Agreement with SCI Consulting

**CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH SCI CONSULTING GROUP, INC.**

THIS AGREEMENT is made and entered into this 21st day of February, 2017 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and SCI CONSULTING GROUP, INC., a California corporation ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to conduct a development impact fee nexus study, as more fully described herein; and

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

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

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

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

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

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

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

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

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

1.8. Confidentiality. Employees of Consultant in the course of their duties may have

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A". Consultant's total compensation shall not exceed Thirty Thousand Two Hundred Dollars (\$30,200.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described "SCOPE OF SERVICES", an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services. Such increase in additional fees shall be limited to 25% of the total contract sum or \$25,000 whichever is more. The City Engineer is authorized to approve a Change Order for such additional services.

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

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

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "A."

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time extension may be mutually agreed upon in writing by the City and the Consultant. The

Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 12 months, ending on February 20, 2018, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

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

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination within thirty-five (35) days after service of the notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees

set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant. City shall not be liable for any claim of lost profits.

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

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Broad-form commercial general liability, in a form at least as broad as ISO form #CG 00 01 11 88, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California and Employers Liability Insurance with a minimum limit of \$1,000,000 per accident. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

Before execution of this Agreement by the City, the Consultant shall file with the Public Works Director/City Engineer the following signed certification:

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of

Workers' Compensation or to undertake self-insurance before commencing any of the work.

The Consultant shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the Public Works Director/City Engineer before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the consultant to comply with this section.

- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

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

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Consultant's sole cost and expense."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Placentia, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Placentia shall be excess and not contributing with the insurance provided by this policy."

- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Placentia, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

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

6.0. GENERAL PROVISIONS

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

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

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

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

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement and who shall not be

changed by Consultant without the express written approval by the City. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

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

IF TO CONSULTANT:

SCI Consulting Group
4745 Mangels Boulevard
Fairfield, CA 94534
Tel: 707-430-4300

Attn: Blair E. Aas

IF TO CITY:

City of Placentia
401 E. Chapman
Placentia, CA 92870
Tel: 714-993-8120

Attn: Luis Estevez

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

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

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

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees,

and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

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

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

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

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

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, preliminary notes, working documents,

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

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

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

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

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and

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

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

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

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

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

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

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

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

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

6.26. Corporate Authority. The persons executing this Agreement on behalf of the

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

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

CITY OF PLACENTIA,
A municipal corporation

Damien R. Arrula
City Administrator

Date: _____

ATTEST:

Patrick J. Melia
City Clerk and ex-officio Clerk
of the City of Placentia

CONSULTANT

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

Christian L. Bettenhausen
City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Stephen D. Pischel
Director of Administrative Services

Date: _____

APPROVED AS TO CONTENT:

Luis Estevez
Project Manager

Date: _____

DEPARTMENTAL APPROVAL

Luis Estevez
Director of Public Works

Date: _____

EXHIBIT A
CONSULTANT'S PROPOSAL

Friday, January 27, 2017

Submitted via e-mail

luisestevez@placentia.org

Luis Estevez, Director of Public Works
City of Placentia
401 East Chapman Avenue
Placentia, CA 92870

Re: Proposal for a Citywide Development Impact Fee Nexus Study and Related Consulting Services for the City of Placentia

Dear Luis:

SCI Consulting Group ("SCI") is pleased to submit, for your review, this proposal to provide a Development Impact Fee Nexus Study ("Nexus Study") and related consulting services for the City of Placentia ("City"). We understand that the City would like to establish the following new impact fee mitigation programs:

- Citywide Public Safety Fee Program
- Citywide Park In-Lieu Fee Program
- Citywide Thoroughfare Construction / Traffic Mitigation Fee Program
- Citywide Sewer Utility Impact Fee Program
- Citywide Storm Drain Acreage Fee Program

Our Nexus Study would establish the legal and policy basis for imposing development impact fees on the new residential and nonresidential development in the City for these facilities and improvements. Specifically, the Nexus Study and the proposed fee programs will comply with the substantive and procedural requirements of the Mitigation Fee Act ("Act") which are as follows:

1. Identify the purpose of the fee.
2. Identify the use to which the fee is to be put.
3. Determine how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed ("benefit relationship").
4. Determine how there is a reasonable relationship between the need for the facilities and the type of development project on which the fee is imposed ("impact relationship").
5. Determine how there is a reasonable relationship between the amount of the fee and the cost of the facilities or portion of the facilities attributable to the development on which the fee is imposed ("proportional relationship").

SCI has the proven ability to develop the most appropriate and properly justified development impact fees for the City. We also have a proven track record in establishing fee programs that meet the legal requirements of the Act. Our approach to the Nexus Studies would be based on a close interaction and

coordination of the project with City staff and other key stakeholders. If selected, SCI Consulting Group would provide comprehensive services in a manner that limits the time and resources of City staff.

The Nexus Study would likely utilize a combination of a standard-based methodology, a plan-based methodology or system-based methodology to calculate the development impact fees for the City. Under the standard-based method, the cost components are based on level of service standards and defined on a per capita basis. Under a plan-based method, the cost of specific planned facilities attributable to new development are determined. Under the system-based method, the cost components are based ratio of the value of existing facilities plus the cost of planned facilities by demand from existing and new development. These costs are then applied to different land uses according their established demand factors to establish a cost / fee per demand unit.

WORK PLAN AND APPROACH

Based upon our current understanding of the project, the technical analysis and services needed by the City, we proposed the following scope of work and approach:

Task 1: Initial Research and Planning

SCI will first review the City's current development impact fee programs, applicable ordinances, the City General Plan, and other technical studies and plans related to funding of the improvements. SCI and the City will then hold a project kick-off meeting or video conference to discuss City's goals and objectives and the proposed methodologies and approaches that will be used in the determination of the fees. We will also discuss the process for gathering all the available data and cost estimates needed for the project.

SCI understands that the City will provide all cost estimates and some statistical data needed for the fee programs. At the project kick-off meeting, SCI and City staff will develop a detailed timeline, task list and deliverables for the project.

Task 2: Impact Analysis and Fee Determination

Utilizing the data and cost estimates provided by the City, SCI will determine maximum development impact fees to fund new development in the City's fair allocation of the proposed improvements. SCI and the City will need to maintain a productive dialogue throughout this process to ensure cost allocation methodologies are appropriate and comply with the requirements of the Act. Upon completion of the initial cost allocation and fee determination, SCI will review the technical analysis, key findings and recommendations with City staff and make any adjustments as necessary.

Task 3: Nexus Study Administrative Review Draft

SCI will then prepare a draft Nexus Study Report for administrative review and comment. The Nexus Study will include a summary of fee methodologies, approach and findings along with technical analysis and documentation to support the proposed fees. The Nexus Study will also provide the required findings to demonstrate compliance with nexus requirements of the Act. Additionally, the Nexus Study will summarize the adoption, accounting and reporting requirements of the Act for implementation and annual administration of the proposed fee programs.

Task 4: Public Review Draft and Stakeholder Outreach

After review by City staff, SCI will revise the administrative draft according to one set of consolidated comments from the City. SCI will then provide a Public Review Draft of the Nexus Study and present it and the proposed fee programs before the City Council. The purpose of these outreach meetings is to educate the stakeholders on the purpose and details of the proposed fee programs and solicit their input and support. A PowerPoint presentation will be prepared for each meeting to succinctly present the City's plans, the cost allocation methodologies and proposed fee programs.

Task 5: Nexus Study Final Report and Council Adoption

After incorporating input from the Council, SCI will make any necessary changes and provide a final Nexus Study Report. SCI will also review and present the Nexus Study and proposed fee programs before the City Council and the public for adoption. As necessary, SCI will also provide the City with draft resolution(s) / ordinance(s) and submittal report(s) for the adoption of the proposed fee programs.

In-Person Meetings. SCI will attend three (3) in-person meetings with City staff, City Council, the developers and other key stakeholders. We anticipate the need for at least one (1) project kickoff meeting with City staff and attendance at two (2) Council meetings.

Additional meetings, assistance, or participation in further presentations will be billed at our hourly billing rates.

CITY RESOURCES

SCI will carry out all tasks specified in the Work Plan and any other related services, as appropriate, for preparation of the Nexus Study and adoption of the proposed fee programs. The City would be responsible for the following:

- Meet or participate in video conferences periodically with SCI as needed.
- Provide information and documentation regarding the City's capital improvement plans, cost estimates for the proposed improvements and additional data as requested.
- Assist with the review of the Nexus Study and other information presented and prepared by SCI.
- Assist with planning, review and coordination of action items.

TENTATIVE TIMELINE

We anticipate that preparation of public review Nexus Study will take approximately two to three months. The timeline will in part depend upon the availability of the required data, cost estimates and the completion date of the Sewer Master Plan and Traffic Study. As required by law, the development impact fees could become effective 60 days after Council adoption.

FEE SCHEDULE / MANNER OF PAYMENT

In consideration for the work accomplished, as outlined in this proposal for preparation of the Citywide Facilities Nexus Study, SCI shall be compensated as detailed in Exhibit A below. Payments shall be due and payable upon submission of an invoice for each project milestone.

**Exhibit A - Fee Schedule / Manner of Payment
 Citywide Development Impact Fee Nexus Study**

Work Plan	Billable Hours			Total Billable Hours	Total Labor Cost
	Project Manager	Senior Engineer	Senior Consultant		
Hourly Billing Rate	\$165	\$190	\$150		
Task 1: Initial Research and Planning	14	12	8	34	\$5,790
Task 2: Impact Analysis / Fee Determination	28	12	8	48	\$8,100
Task 3: Nexus Study Administrative Review Draft	22	12	8	42	\$7,110
Task 4: Public Review Draft / Stakeholder Outreach	16	4	2	22	\$3,700
Task 5: Nexus Study Final Report and Adoption	16	4	2	22	\$3,700
Labor Costs Not-To-Exceed	96	44	28	168	\$28,400
Incidental Costs Not-To-Exceed					\$1,800
Total Project Cost Not-To-Exceed					\$30,200

Compensation for additional in-person meetings and out-of-scope services, as requested, shall be billed at the hourly bill rates shown in Exhibit A for the duration of the project. Travel time for attendance at additional in-person meetings shall be billed at 75% of the hourly bill rates.

Incidental costs incurred by SCI for the purchase of property or statistical data, travel, postage and other out-of-pocket expenses incurred in performing the scope of work shall be reimbursed at actual cost not to exceed \$1,800 without prior authorization from the City

ABOUT SCI CONSULTING GROUP

Established in 1985, **SCI Consulting Group** is a recognized public finance consulting firm with leading expertise in assisting California public agencies with local funding of public services and improvements. We also possess industry leading expertise with the important legal and procedural requirements for establishing development impact fee programs, Community Facilities Districts, Benefit Assessment Districts, and other local financing mechanisms. SCI has prepared over 80 development impact fee nexus studies and facility financing plans. SCI has also formed and annually administers over 900 special taxes, assessments and fees for over 150 public agencies throughout the State.

This expertise and experience will ensure that the City's goals and objectives are met successfully, collaboratively, on schedule and on budget.

PROJECT TEAM

If selected, I would serve as the project manager and principal-in-charge. Jerry Bradshaw, Senior Assessment Engineer, and Melanie Lee, Senior Consultant, with our firm would also be involved with the technical analysis and preparation of the Nexus Study. The three of us do not have any work commitments that would interfere with our responsiveness and ability to successfully complete the project within a reasonable timeframe.

As Director of Planning Services, I specialize in the areas of developer mitigation, Mello-Roos CFD formations, development impact fees and other new revenue mechanisms to fund the need for new or increased public services and facilities. With over 16 years of experience in public finance, I have developed extensive expertise in assisting public agencies in addressing the financial impact of new development. I have prepared over 100 development impact studies and public facility financing plans.

I am a graduate of Boise State University with a bachelor's degree in Economics with an emphasis in public finance. I am a frequent presenter on development impact fee programs at annual conferences and area workshops held by the California Society of Municipal Finance Officers, the California Special Districts Association, the Fire District Association of California and the California Association of Recreation and Park Districts to name a few.

Jerry Bradshaw brings over 20 years of experience working for local government as the City Engineer and/or Public Works Director for the cities of San Bruno and El Cerrito. Jerry is a graduate of Colorado University and is a Registered Civil Engineer in the State of California.

Melanie Lee contributes over ten years of experience in new cost estimating, local revenue measure balloting projects and election services to the SCI team. Melanie is a graduate of St. Mary's College with a B.A. in Business Management.

If you have any questions or require additional information, please do not hesitate to contact me. I can be reached at 707-430-4300 ext. 113 or via email at blair.aas@sci-cg.com.

We look forward to the possibility of assisting the City with these important projects and stand ready to proceed.

Sincerely,



Blair E. Aas
Director of Planning Services

cc: Jerry Bradshaw, SCI Consulting Group
Melanie Lee, SCI Consulting Group

EXHIBIT B
CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/9/2017

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

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

PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of CA, Inc, LIC # 0726293 3697 Mt. Diablo Blvd, Suite 300 Lafayette CA 94549		CONTACT NAME: PHONE (A/C, No, Ext): 925-299-1112 FAX (A/C, No): 925-299-0328 E-MAIL: ADDRESS:															
INSURED SCI Consulting Group Consequence Properties 4745 Mangels Boulevard Fairfield CA 94534-4319		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A :Sentinel Insurance Company Ltd</td> <td>11000</td> </tr> <tr> <td>INSURER B :Gemini Insurance Company</td> <td>10833</td> </tr> <tr> <td>INSURER C :Markel Insurance Company</td> <td>38970</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A :Sentinel Insurance Company Ltd	11000	INSURER B :Gemini Insurance Company	10833	INSURER C :Markel Insurance Company	38970	INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #																
INSURER A :Sentinel Insurance Company Ltd	11000																
INSURER B :Gemini Insurance Company	10833																
INSURER C :Markel Insurance Company	38970																
INSURER D :																	
INSURER E :																	
INSURER F :																	

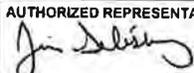
COVERAGES **CERTIFICATE NUMBER:** 34856960 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	57SBARH8313	4/20/2016	4/20/2017	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COM/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		57SBARH8313	4/20/2016	4/20/2017	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		57SBARH8313	4/20/2016	4/20/2017	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	MWC000353306	4/20/2016	4/20/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Service & Technical Professional Liability - Claims Made Retroactive Date: 12/17/1998		VCPL064897	12/17/2016	12/17/2017	Each Claim \$2,000,000 Aggregate \$2,000,000 Deductible \$25,000

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

Excess Liability coverage is in excess of General Liability and Auto Liability Only
 City of Placentia, its elected and appointed officials, officers, agents and employees are included as additional insured per policy form SS 00 08 04 05 attached.
 Written contract required.

CERTIFICATE HOLDER City of Placentia 401 E. Chapman Placentia CA 92870 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: FEBRUARY 21 , 2017

SUBJECT: **ACCEPTANCE OF A PUBLIC UTILITY EASEMENT FROM THE ORANGE COUNTY TRANSPORTATION AUTHORITY FOR THE KRAEMER BOULEVARD GRADE SEPARATION PROJECT**

FISCAL
IMPACT: NONE

SUMMARY:

The Orange County Transportation Authority (OCTA) is the lead agency overseeing the acquisition of right-of-way, design and construction of five (5) grade separation projects in the City. Construction on the Kraemer Boulevard Grade Separation Project (the "Project") was completed in 2014. As part of the Cooperative Agreement with OCTA for this Project, OCTA acquired the necessary public utility easement for the Project which will now be transferred to the City.

RECOMMENDATION:

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

1. Accept one (1) Easement for Public Utility purposes; and
2. Authorize the Mayor to sign the Certificate of Acceptance for the Public Utility Easement on behalf of the City; and
3. Direct the City Clerk to endorse a Public Utility Easement which embodies the acceptance of said easement, and cause the document to be submitted to the Orange County Clerk Recorder for recording of the documents.

DISCUSSION:

The City and OCTA entered into Cooperative Agreement C-9-0412 dated August 6, 2009 detailing each agency's responsibilities for the Project. Prior to construction, the City was required to provide right-of-way access for parcels necessary to construct the Project. The agreement provides for the construction of a railroad grade separation on the BNSF Orangethorpe Railroad Corridor at the Kraemer Boulevard and Crowther Avenue overcrossing, and requires the City to accept any necessary easements to maintain the grade separation. Construction of the Kraemer

1.e.

February 21, 2017

Boulevard and Crowther Avenue railroad grade separation project is now complete and the constructed improvements within the City of Placentia have been accepted by the City. In accordance with the Cooperative Agreement, OCTA secured all easements necessary for the construction of the Project and the City must now accept the conveyance of an easement acquired for the Project.

Attached is one (1) executed Public Utility Easement for the property acquired on behalf of the City and by OCTA for the Project. The deed is identified on the attached easement requirements map and summarized as follows:

- KRA-040-02 (APN 340-313-06, 08 & 10) – Public Utility Easement Deed

Prepared by:



Masoud Sepahi, P.E.
City Engineer

Reviewed and approved:



Luis Estevez
Director of Public Works

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

One (1) Public Utility Easement & Certificate of Acceptance

NO FEE DOCUMENT
Government Code §6103 & §27383

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

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

The Above Space For Recorder's Use Only

Project Name: Kraemer Boulevard Grade Separation Project
Address: West side of Kraemer Blvd., n/o Crowther Ave. and
s/o Chapman Ave., Placentia, CA
APN: 340-313-06, 08, and 10
Project Parcel No.: KRA-040-02

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX
PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE.

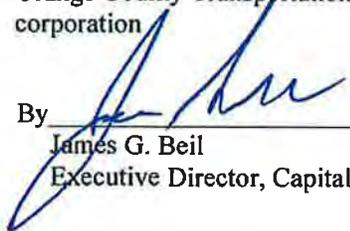
PUBLIC UTILITY EASEMENT

ORANGE COUNTY TRANSPORTATION AUTHORITY, a public corporation ("Grantor"), which acquired title in the Easement for Public Utility Purposes recorded on August 23, 2012, in the Official Records of the Orange County Recorder as Instrument No. 2012000488762, hereby grants to **CITY OF PLACENTIA, a public body corporate and politic** ("Grantee"), a permanent non-exclusive easement for public utility purposes, inclusive of ingress and egress, for the construction, re-construction, installation, use, repair, rehabilitation and maintenance of public utilities including water, gas, sewer, drainage pipes, poles, overhead or underground wires, conduits for electrical, communication and television services, and appurtenances thereto, above, over, across, and under all that real property situated in the City of Placentia, County of Orange, State of California, described as follows:

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

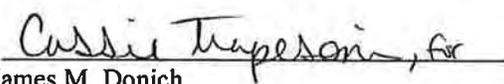
Dated this 11th day of January 2017.

Orange County Transportation Authority, a public
corporation

By 

James G. Beil
Executive Director, Capital Programs

Approved as to Form:

By 

James M. Donich
General Counsel

ACKNOWLEDGMENT

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

State of California
County of Orange)

On January 11, 2017 before me, Nadia Lu Faelnar, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature *Nadia Lu Faelnar* (Seal)

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed by the Public Utility Easement dated _____, 2017 from ORANGE COUNTY TRANSPORTATION AUTHORITY, a Public Corporation, to the **City of Placentia, a public body corporate and politic**, is hereby accepted by the undersigned officer on behalf of the City of Placentia pursuant to the authority conferred by that Agreement of Conveyance of Property, adopted by motion of the Placentia City Council, and hereby consents to recordation thereof.

CITY OF PLACENTIA

BY: _____

DATED: _____

EXHIBIT 'A'

**LEGAL DESCRIPTION
APN 340-313-06, 08 & 10**

KRA-040-2 (Public Utility Easement)

A public utility easement, upon, over and across those portions of Lots C, D and H and Hawaii Way of Tract No. 9961 in the City of Placentia, County of Orange, State of California, as per map recorded in Book 441 Pages 39 to 46 inclusive of Miscellaneous Maps, in the Office of the County Recorder of said County, more particularly described as follows:

BEGINNING at the centerline intersection of Crowther Avenue, 70.00 feet wide, and Kraemer Boulevard, 100.00 feet wide, as shown on said Tract No. 9961; thence northerly along the centerline of Kraemer Boulevard North $06^{\circ}26'17''$ West 30.63 feet to the beginning of a tangent curve concave to the east having radius of 1200.00 feet; thence northerly along said centerline and said curve 55.45 feet through a central angle of $02^{\circ}38'54''$ to the feet to the northerly line of that certain strip of land 60 feet wide granted to Santa Fe Land Improvement Company, in the City of Anaheim, County of Orange, State of California, described in the deed recorded March 23, 1911 in Book 196 Pages 122 through 124 of Deeds, in the office of the County Recorder of said county; thence westerly along said northerly line North $86^{\circ}28'38''$ West 156.95 feet to the **TRUE POINT OF BEGINNING**; thence continuing along said northerly line North $86^{\circ}28'38''$ West 452.45 feet to the beginning of a non-tangent curve concave southeast and having a radius of 65.00 feet, a radial line through said beginning bears North $63^{\circ}51'27''$ West; thence leaving said northerly line along said curve 76.44 feet through a central angle of $67^{\circ}22'49''$; thence South $86^{\circ}28'38''$ East 442.69 feet; thence North $49^{\circ}40'49''$ East 32.11 feet to the westerly line of said Lot C and the beginning of a non-tangent curve concave to the east and having a radius of 1276.99 feet, a radial line through said beginning bears South $89^{\circ}27'33''$ West; thence northerly along said westerly line and said curve 249.68 feet through a central angle of $11^{\circ}12'09''$; thence continuing along said westerly line and the westerly line of said Lot H North $10^{\circ}39'42''$ East 156.11 feet to the northerly line of said Lot H; thence easterly along said northerly line South $79^{\circ}20'18''$ East 27.00 feet to the westerly line of Kraemer Boulevard; thence southerly along said westerly line South $10^{\circ}39'42''$ West 98.39 feet to the northerly line of the land described in **KRA-040-1** and the beginning of a non-tangent curve concave to the southwest and having a radius of 35.00 feet, a radial line through said beginning bears North $61^{\circ}08'39''$ East; thence northwesterly along said northerly line and said curve 5.74 feet through a central angle of $09^{\circ}24'02''$ to the westerly line of the land described in **KRA-040-1**; thence southerly along said westerly line South $10^{\circ}39'42''$ West 61.83 feet to the beginning of a curve concave to the east

and having a radius of 1254.00 feet; thence continuing along said westerly line and said curve 240.88 feet through a central angle of 11°00'21" to the beginning of a reverse curve concave to the northwest and having a radius of 47.00 feet; thence continuing along said westerly line and said curve 77.00 feet through a central angle of 93°52'00"; thence continuing along said westerly line North 86°28'38" West 49.15 feet; thence continuing along said westerly line South 03°31'22" West 18.00 feet to the **TRUE POINT OF BEGINNING**.

Containing 29,522 square feet, more or less

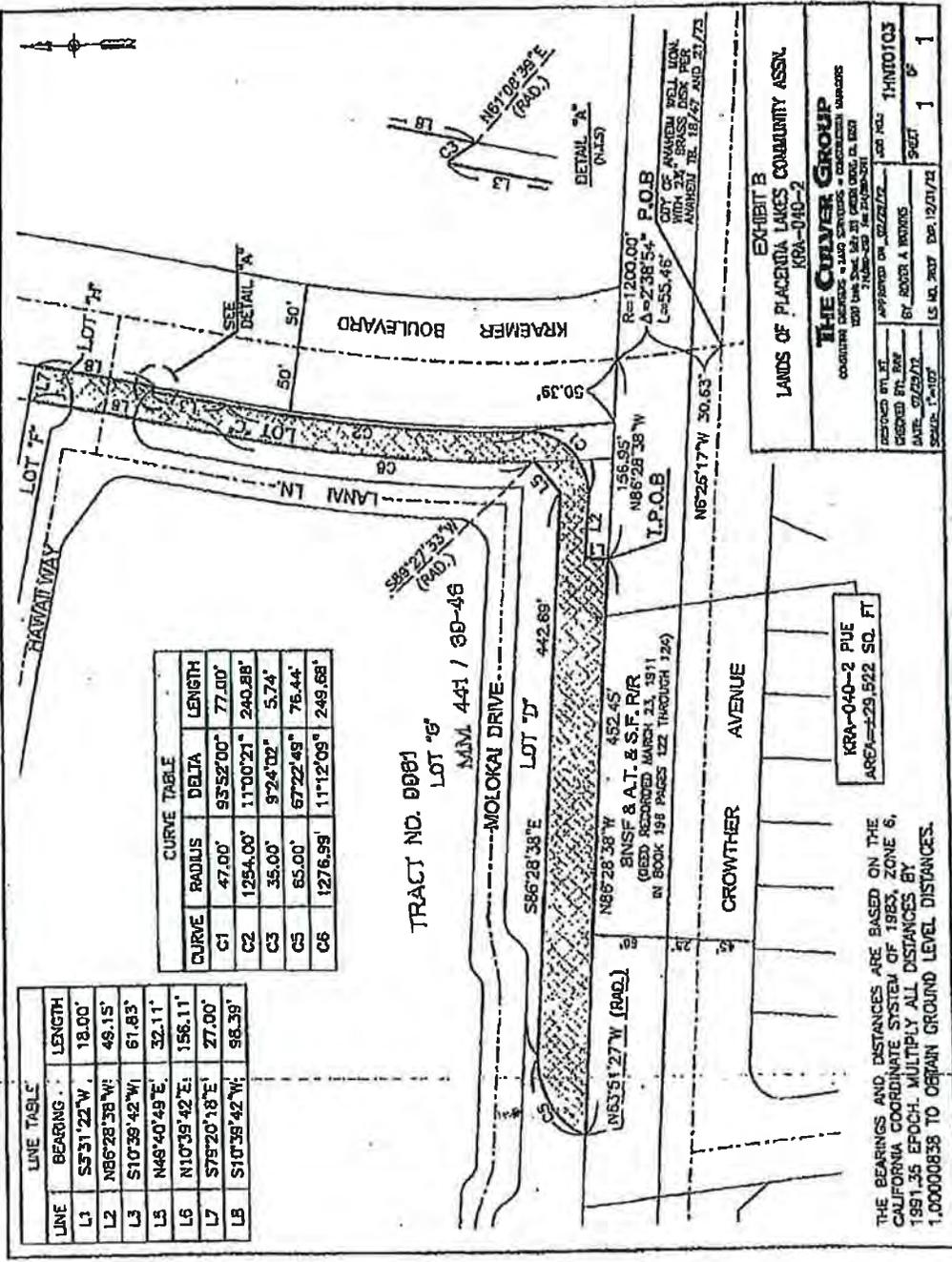
Bearings and distances used in the above descriptions are based on the California Coordinate System of 1983, Zone 5. Multiply distances shown by 1.00000838 to obtain ground level distances.

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

02-29-2012
Date




Roger A. Watkins
L.S. No. 7637
Expiration Date: 12-31-2012



CURVE	RADIUS	DELTA	LENGTH
C1	47.00'	93°52'00"	77.00'
C2	1254.00'	11°00'21"	240.88'
C3	35.00'	9°24'02"	5.74'
C5	85.00'	67°22'49"	75.44'
C6	1276.99'	11°12'09"	249.68'

LINE	BEARING	LENGTH
L1	S5°31'22"W	18.00'
L2	N86°28'58"W	49.15'
L3	S10°39'42"W	61.83'
L5	N48°40'49"E	32.11'
L6	N10°39'42"E	156.11'
L7	S7°20'18"E	27.00'
L8	S10°39'42"W	98.39'

EXHIBIT B
LANDS OF PLACENTA LAKES COMMUNITY ASSN.
KRA-040-2

THE CRIVER GROUP
CORPORATE OFFICES • LAND SERVICES • CONSTRUCTION SERVICES
1001 Lake Shore Blvd. #3100 OAK BROOK, IL 60451
708-592-3300 Fax 708-592-3301

DESIGNED BY: J.T.
CHECKED BY: J.M.P.
DATE: 07/29/12
SCALE: 1"=100'

APPRISED ON: 02/27/12
JOB NO.: 111110103
BY: BOBBER A. BOBBER
SHEET: 1 OF 1

U.S. PAT. 2007 EXP. 12/31/12

THE BEARINGS AND DISTANCES ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6, 1981.35 EPOCH. MULTIPLY ALL DISTANCES BY 1.00000838 TO OBTAIN GROUND LEVEL DISTANCES.

RW#260,184



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF DEVELOPMENT SERVICES

DATE: FEBRUARY 21, 2017

SUBJECT: **AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT WITH LILLEY PLANNING GROUP TO COMPLETE THE TRANSIT ORIENTED DEVELOPMENT ZONING AMENDMENT**

FISCAL
IMPACT: EXPENSE: AMENDMENT NO. 2 NOT-TO-EXCEED AMOUNT: \$12,500
TOTAL NOT-TO-EXCEED AMOUNT: \$45,500

SUMMARY:

In November 2015 the City entered into a Professional Services Agreement with Lilley Planning Group (Lilley) for the Transit Oriented Development (TOD) Zoning Amendment. On May 3, 2016 the City entered into Amendment No. 1 to the Professional Services Agreement with Lilley for the TOD Zoning Text Amendment. This included additional scope of work to update the overall zoning amendment by having a design charrette to review and select the desired public realm amenities, develop a presentation for the Planning and Development Ad-Hoc Committee meeting, coordinate with the Old Town Santa Fe Plan project team, and participate in a City Council Study Session. At Staff's request, Lilley has submitted a proposal to expand the approved scope of work to include the review of the California Environmental Quality Action (CEQA) analysis, develop a presentation and staff report for the Planning Commission and City Council Meetings, and attendance at the Planning Commission and City Council Meetings to complete the TOD Zoning Amendment and Plan.

RECOMMENDATION:

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

1. Approve Amendment No. 2 to the Professional Services Agreement with Lilley Planning Group for an amount not-to-exceed \$12,500 to complete the Transit Oriented Development Zoning Amendment; and
2. Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

1.f.

February 21, 2017

DISCUSSION:

In order to plan for and encourage TOD around the proposed Metrolink Station the City needs to prepare an advanced planning and zoning document, which would outline the public and private development standards within the proposed TOD Packing House District Area (TOD Plan). A TOD Plan is an effective planning tool for cities to use when looking at how to facilitate new development opportunities surrounding a mass transit station such as the proposed Metrolink Station.

The original scope of work with Lilley included creating public and private development standards, conducting and participating in public outreach meetings; and participating in bi-weekly conference calls with the City. The proposed expanded scope of work includes review of the CEQA analysis, develop a presentation and staff report for the Planning Commission and City Council Meetings, and attendance at the Planning Commission and City Council Meetings.

FISCAL IMPACT:

The amendment with Lilley is for an amount not-to-exceed \$12,500 to complete the TOD Plan. This would increase the total not-to-exceed amount of the contract to \$45,500. Funding for this study is included in the Fiscal Year 2016-17 General Fund Operating Budget under the Capital Improvement Plan, Major Studies, General Plan Update and Environmental Clearance.

Prepared by:



Jeannette Ortega
Economic Development Manager

Reviewed and approved:



Joseph M. Lambert
Director of Development Services

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Lilley Planning Group Professional Services Agreement
2. Amendment No. 2 to Lilley Planning Group Professional Services Agreement
3. Lilley Planning Group Proposal for Amended Scope of Work

**CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH LILLEY PLANNING GROUP**

THIS AGREEMENT is made and entered into this 12 day of November 2015 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and LILLEY PLANNING GROUP, INC, a California corporation. ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to perform consulting services with respect to a new transit oriented development zoning and general plan designation, as more fully described herein; and

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in Consultant's proposal attached hereto as Exhibit "A" and incorporated herein by this reference.

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

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

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

matters of concern;

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

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

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

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

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

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization

by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A." Consultant's total compensation shall not exceed Twenty-Three Thousand Dollars (\$ 23,000.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described "SCOPE OF SERVICES", an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services. Such increase in additional fees shall be limited to 25% of the total contract sum or \$25,000 whichever is more. The City Engineer is authorized to approve a Change Order for such additional services.

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

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

3.0. TIME OF PERFORMANCE

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

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of approximately 12 months, ending on November 5, 2016, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

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

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination within thirty-five (35) days after service of the notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents

pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant. City shall not be liable for any claim of lost profits.

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

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Broad-form commercial general liability, in a form at least as broad as ISO form #CG 00 01 11 88, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California and Employers Liability Insurance with a minimum limit of \$1,000,000 per accident. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

Before execution of this Agreement by the City, the Consultant shall file with the Public Works Director/City Engineer the following signed certification:

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work.

The Consultant shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the Public Works Director/City Engineer before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the consultant to comply with this section.

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

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Placentia, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Placentia shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Placentia, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a

form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "B" and incorporated herein by this reference.

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

6.0. GENERAL PROVISIONS

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

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

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

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

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

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

IF TO CONSULTANT:

Lilley Planning Group
135 S. State College Blvd. Suite 200
Brea, CA 92821
Tel: 714-672-9906
Attn: Shannon Wages

IF TO CITY:

City of Placentia
401 E. Chapman
Placentia, CA 92870
Tel: 714-993-8264
Attn: Damien R. Arrula

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

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

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

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to

incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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

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

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

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

such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

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

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

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

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

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

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

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

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

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

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

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

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

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

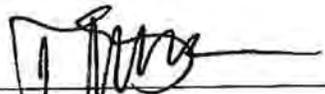
CITY OF PLACENTIA,
A municipal corporation



Interim City Administrator

Date: 11/23/15

CONSULTANT



Signature **RONALD F. PASQUA**
PRINCIPAL

Name and Title

Date: _____

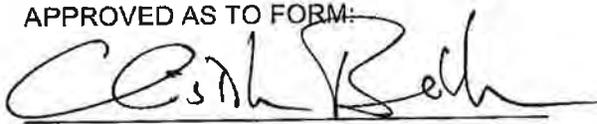
Social Security or Taxpayer ID Number

ATTEST:



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

APPROVED AS TO FORM:



City Attorney

Date: 11/23/15

APPROVED AS TO INSURANCE:



Risk Management

Date: 11/23/15

APPROVED AS TO CONTENT:



Project Manager

Date: 11-23-15

EXHIBIT A

October 29, 2015

Mr Damien Arrula
City Administrator
City of Placentia
401 East Chapman Avenue
Placentia, CA 92870

Sent via email to darrula@placentia.org

Subject: REVISED and FINAL - Proposal, Scope of Work, Cost Estimate and Timeline for the Preparation of New Transit Oriented Development Zoning and General Plan Designation

Dear Mr. Arrula,

We are pleased to provide you with this proposal. The City of Placentia has a great opportunity to encourage transit oriented development around the new Metro Station in the area commonly called the Packing House District, south of and adjacent to the existing BNSF Railway east-west mainline rail corridor. One effective way of spurring new and quality development in this area is to rezone it to allow those types of uses that are compatible with and indeed, complement, a new train station. It can be an exciting area with high density residential uses, retail uses including restaurants, shops and entertainment uses as well as other uses that would support a vibrant and active community.

The attached scope of work includes the detailed tasks, their costs, and the estimated time each task will take to accomplish. We have shown detailed costs per task so that if there are tasks that the city staff can complete, these costs can be deducted from the overall proposal costs. We feel that this is a realistic view of the work and the time it will take to complete and we are committed to helping the City of Placentia ready itself for future development in this area.

Our scope and budget makes certain assumptions: 1) that the draft development standards are approximately 80% complete; 2) that the streetscape standards (public ROW, parkway dimensions, street tree spacing) are minimal and not comprehensive design guidelines; 3) that City staff will select street tree and plant species; 4) that the proposal does not include graphic map changes to existing zoning and general plan maps; 5) that City staff will provide assistance organizing and presenting at the outreach meeting, including sending out the notices/invites, and the printing of any required presentation boards or handout material; and 6) one member from Lilley Planning Group will attend bi-weekly conference calls with the City. If any of these assumptions are incorrect, we can adjust the scope and budget accordingly.

We look forward to collaborating with you!

Sincerely,

Shannon Wages

Shannon Wages, AICP
Principal, Lilley Planning Group

Attachment:

- A. Scope of Work, Cost Estimate, Timeline
- B. Project Area Map

**Placentia TOD Rezoning Project
Scope of Work, Cost Estimate, Timeline**

	Task	Cost of Task	Timeframe- Est. Complete By Dates
1	LPG/City Contract Signed		29-Oct
2	Site Visits and Photography and Site Analysis (2 Site Visits)	\$1,760	5-Nov
3	Existing Conditions Analysis	\$1,240	25-Nov
4	Test Draft Dev Standards in Field with Sample Developer	\$1,760	3-Dec
5	Finalize the TOD Development Standards (review by City Staff, Tom Dodson, Developer)	\$1,760	17-Dec
6	Write Zoning Code Text defining new TOD Zone and Zoning Map Amendment. Includes Enabling language. 1 Draft; 1 Final	\$2,300	7-Jan
7	City Review and Approval of ZTA		14-Jan
8	Write General Plan Text defining new TOD designation and GP Map Amendment. 1 Draft; 1 Final	\$700	14-Jan
9	City Review and Approval of GP Amendment		21-Jan
10	Create Streetscape Guidelines with found images to illustrate (sidewalks, street tree spacing, etc)	\$2,624	21-Jan

	Task	Cost of Task	Timeframe- Est. Complete By Dates
11	City Review and Approval of Streetscape Standards		28-Jan
12	2 Sided Meeting Invite and Informational Flyer (for property owners)	\$600	14-Jan
13	Outreach Meeting-Presentation of Rezone	\$1,100	TBD based on drafts
14	Project Management Meetings - 1 LPG staffperson for 1 hour per meeting on a bi-weekly basis from Nov to May 2016 (15 Mtgs)	\$1,800	Ongoing
15	Write Staff Report for Planning Commission including: Background Analysis; Consistency Findings, Nonconforming Analysis, Community Input, Recommendation. (Draft Reso and Ordinance to be completed by City Attorney) 1 Draft; 1 Final	\$1,700	25-Feb
16	City Review and Approval of Staff Report and Final Report Completed		3-Mar
17	1 Planning Commission Hearing	\$880	March
18	Write Staff Report for City Council. (Draft Reso and Ordinance to be completed by City Attorney) 1 Draft; 1 Final	\$1,700	14-Apr
19	City Review and Approval of Staff Report and Final Report Completed		21-Apr
20	1 City Council Meeting	\$880	May
21	Traffic Study and CEQA (MND) - Not part of proposal		TBD
	Sub Total	\$20,804	
	Contingency	\$2,196	
	Total	\$23,000	

Transit Oriented Development
Map created on October 19, 2015



- Historic Packing House
- TOD Area

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
LILLEY PLANNING GROUP FOR THE
TRANSIT ORIENTED DEVELOPMENT ZONING AMENDMENT**

This Amendment No. 1 to Professional Services Agreement is made and entered into effective the 3rd day of May, 2016, by and between the CITY OF PLACENTIA, a Charter City and municipal corporation ("CITY"), and LILLEY PLANNING GROUP, a California corporation (hereinafter "CONSULTANT") ("Amendment"). CITY and CONSULTANT are sometimes hereinafter individually referred to as "Party" and or collectively referred to as the "Parties."

A. RECITALS:

(i). CITY and CONSULTANT previously entered into that certain Professional Services Agreement dated November 23, 2015 ("Agreement") through which CONSULTANT provides consulting services with respect to a new transit oriented development zoning and general plan designation as set forth in the Scope of Services attached to the Agreement as Exhibit "A" which includes the agreed upon schedule of performance and the schedule of fees.

(ii). The Parties seek to amend the Agreement to include additional tasks in the Scope of Services and increase the amount of compensation.

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

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

B. Amendment to Agreement.

1. Section 2.1 of the Agreement is hereby amended to read as follows:

Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A" plus an additional Ten Thousand Dollars (\$10,000.00) for additional work set forth in the document attached to this Amendment No. 1 as Exhibit "1". Consultant's total compensation shall not exceed Thirty-Three Thousand Dollars (\$33,000.00).

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

3. The Agreement, together with this Amendment No. 1 and all attachments hereto, constitutes the entire Agreement between the Parties and supersedes all prior negotiations, arrangements, representations, and understandings, if any, made by or between the Parties with respect to the subject matter hereof. No amendment or other modification of the Agreement, as modified by this Amendment No. 1 shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

4. Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this Amendment No. 1 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. 1 to the Professional Services Agreement are to be executed as of the day and year first above written.

CONSULTANT

CITY OF PLACENTIA

By: _____

Surendra Patel,
President



By: _____

Damien R. Arrula,
City Administrator



ATTEST: _____

Patrick J. Melia,
City Clerk



APPROVED AS TO FORM:

By: _____

Christian L. Bettenhausen,
City Attorney





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/4/2016

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

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

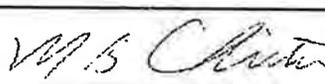
PRODUCER Risk Strategies Company 2040 Main Street, Suite 450 Irvine, CA 92614 www.risk-strategies.com CA DOI License No. 0F06675	CONTACT NAME: Risk Strategies Company	
	PHONE (A/C, Nd, Ext): 949-242-9240	FAX (A/C, No):
E-MAIL ADDRESS: syoung@risk-strategies.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Citizens Insurance Company of America		31534
INSURER B: Hanover American Insurance Company		36064
INSURER C: Continental Casualty Company		20443
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER: 32227856** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	<input checked="" type="checkbox"/>		OB3A792452	11/1/2016	11/1/2017	EACH OCCURRENCE \$ \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ \$1,000,000 MED EXP (Any one person) \$ \$5,000 PERSONAL & ADV INJURY \$ \$2,000,000 GENERAL AGGREGATE \$ \$4,000,000 PRODUCTS - COMPIOP AGG \$ \$4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>		OB3A792452	11/1/2016	11/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	N/A	WZ3A792441	11/1/2016	11/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$ \$1,000,000 E.L. DISEASE - POLICY LIMIT \$ \$1,000,000
C	Professional Liability			MCH591894202	10/19/2016	10/19/2017	Per Claim: \$2,000,000 Aggregate: \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Projects as on file with the insured. The City of Placentia, its elected and appointed officers, officials, employees and agents are named as additional insureds and primary/non-contributory clause applies to the general liability policy, including the non-owned and hired auto liability, and a waiver of subrogation applies to the work comp policy-see attached endorsements.

CERTIFICATE HOLDER City of Placentia 401 E. Chapman Ave. Placentia CA 92870	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Michael Christlan

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
GENERAL LIABILITY SUPPLEMENTARY ENDORSEMENT**

This endorsement modifies insurance provided under the following:
BUSINESSOWNERS COVERAGE FORM

I. Additional Insured by Contract, Agreement or Permit

Under SECTION II – LIABILITY, C. Who Is An Insured, Paragraph 4. is added as follows:

a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract, agreement or permit that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

but only with respect to:

- (3) "Your work" for the additional insured(s) at the location designated in the contract, agreement or permit; or
- (4) Premises you own, rent, lease, control or occupy.

This insurance applies on a primary basis if that is required by the written contract, agreement or permit.

b. This provision does not apply:

- (1) Unless the written contract or written agreement has been executed or permit has been issued prior to the "bodily injury", "property damage" or "personal and advertising injury";
- (2) To any person or organization included as an insured by an endorsement issued by us and made part of this Policy;
- (3) To any lessor of equipment:
 - (a) After the equipment lease expires; or
 - (b) If the "bodily injury", "property damage" or "personal and advertising injury" arises out of the sole negligence of the lessor;
- (4) To any:
 - (a) Owners or other interests from whom land has been leased which takes place after the lease for that land expires; or
 - (b) Managers or lessors of premises if:
 - (i) The occurrence takes place after you cease to be a tenant in that premises; or

(ii) The "bodily injury", "property damage" or "personal and advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor; or

(5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services. This includes but is not limited to any professional services as an architect or engineer arising out of any construction agreement or activities under which any insured or anyone acting on any insured's behalf provides or provided service, advice, expertise or work. Construction includes, but is not limited to, the plan, conception, design, build, construct, assembly, development, safety, erection, formation, reconstruct, rehabilitation, repair, or any improvement made to real property. Construction also includes the hiring, supervision or management of any of these activities. However, this exclusion does not apply to liability arising out of an insured's presence at a jobsite that was not caused by professional activities listed in the above paragraph.

- c. Additional insured coverage provided by this provision will not be broader than coverage provided to any other insured.
- d. All other insuring agreements, exclusions, and conditions of the policy apply.

II. Additional Insured by Contract, Agreement or Permit – Primary and Non-contributory

The following is added to SECTION III – COMMON POLICY CONDITIONS:

M. Other Insurance

1. Additional Insureds

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under SECTION II - LIABILITY, Part C – Who is An Insured, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss we cover under **SECTION II – LIABILITY, Part A. Coverages, Paragraph 1., Business Liability** our obligations are limited as follows:

a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the Additional Insured as a Named Insured.

We will not seek contribution from any other insurance available to the Additional Insured except:

- (1) For the sole negligence of the Additional Insured;
- (2) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (3) When b.(2) below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in b.(3) below.

b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;
 - (c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION II – LIABILITY, Part A. Coverages, 1. Business Liability**.

When this insurance is excess, we will have no duty under **SECTION II – LIABILITY, Part A. Coverages, 1. Business Liability** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

III. Aggregate Limit of Insurance (Per Project)

- a. For purposes of the coverage provided by this endorsement, **D. Liability and Medical Expenses Limits of Insurance under Section II – Liability** is amended by adding the following:

The General Aggregate Limit under **D. Liability and Medical Expenses Limits of Insurance** applies separately to each of "your projects" or each location listed in the Declarations.

- b. For purposes of the coverage provided by this endorsement **F. Liability And Medical Expenses Definitions under Section II - Liability** is amended by adding the following:

a. "Your project" means:

- i. Any premises, site or location at, on, or in which "your work" is not yet completed; and
- ii. Does not include any location listed in the Declarations.

IV. Blanket Waiver of Subrogation

Paragraph K. **Transfer Of Rights Of Recovery Against Others To Us** in **Section III – Common Policy Conditions** is amended by the addition of the following:

We will waive any right of recovery we may have against any person or organization when you have agreed in a written contract, permit or agreement to waive any rights of recovery against such person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CA

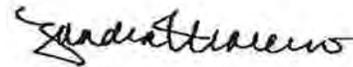
This endorsement changes the policy to which it is attached effective on the inception date of the policy unless otherwise stated.

This endorsement effective on 11/1/2016 at 12:01 am standard times forms a part of Policy No. WZ3A792441

of the Hanover American Insurance Company

issued to: Lilley Planning Group, Inc.

Premium (if any) \$



Authorized Representative

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

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

The additional premium for this endorsement shall be 2.000% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

ANY PERSON OR ORGANIZATION WITH WHOM YOU AGREE IN WRITING TO WAIVE YOUR RIGHT TO RECOVER AGAINST THEM. YOU MUST AGREE TO THIS WAIVER PRIOR TO THE DATE OF LOSS

Job Description: Projects as on file with the insured

WC 252 040 84

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. LILLEY PLANNING GROUP INC	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <i>Note.</i> For a single-member LLC that is disregarded, do not check LLC, check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see Instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) 135 SOUTH STATE COLLEGE BLVD SUITE 200	
	6 City, state, and ZIP code BREA, CA 92821	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number	
[]	[] - [] - [] [] [] []
or	
Employer identification number	
3	7 - 1 5 5 2 8 4 1

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶ 6/22/16
------------------	----------------------------	----------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**AMENDMENT NO. 2 TO
PROFESSIONAL SERVICES AGREEMENT
LILLEY PLANNING GROUP FOR THE
TRANSIT ORIENTED DEVELOPMENT ZONING AMENDMENT**

This Amendment No. 2 to Professional Services Agreement is made and entered into effective the 21st day of February, 2017, by and between the CITY OF PLACENTIA, a Charter City and municipal corporation (“CITY”), and LILLEY PLANNING GROUP, a California corporation (hereinafter “CONSULTANT”) (“Amendment”). CITY and CONSULTANT are sometimes hereinafter individually referred to as “Party” and or collectively referred to as the “Parties.”

A. RECITALS:

(i). CITY and CONSULTANT previously entered into that certain Professional Services Agreement dated November 23, 2015 (“Agreement”) through which CONSULTANT provides consulting services with respect to a new transit oriented development zoning and general plan designation as set forth in the Scope of Services attached to the Agreement as Exhibit “A” which includes the agreed upon schedule of performance and the schedule of fees.

(ii). The Parties entered into Amendment No. 1 to the Agreement dated May 3, 2016 to expand the Scope of Services and increased the amount of compensation.

(iii). The Parties seek to enter into Amendment No. 2 to the Agreement to include additional tasks in the Scope of Services and increase the amount of compensation.

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

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

B. Amendment to Agreement.

1. Section 2.1 of the Agreement is hereby amended and replaced to read as follows:

Consultant shall be paid in accordance with the fee schedule set forth in Exhibit “A” plus an additional Twelve Thousand Five Hundred Dollars (\$12,500.00) for additional work set forth in the document attached to this Amendment No. 2 as Exhibit “A”. Consultant’s total compensation shall not exceed Forty-Five Thousand Five Hundred Dollars (\$45,500.00).

2. Section 4.1 of the Agreement is hereby amended to read as follows:

This Agreement is hereby extended through December 30, 2017, unless previously terminated as provided herein or as otherwise agreed to in writing by the Parties.

3. Except as specifically modified herein, all of the terms, conditions and provisions of

the Agreement shall remain in full force and effect.

4. The Agreement, together with this Amendment No. 2 and all attachments hereto, constitutes the entire Agreement between the Parties and supersedes all prior negotiations, arrangements, representations, and understandings, if any, made by or between the Parties with respect to the subject matter hereof. No amendment or other modification of the Agreement, as modified by this Amendment No. 2 shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

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

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

CONSULTANT

CITY OF PLACENTIA

By: _____
Surendra Patel,
President

By: _____
Damien R. Arrula,
City Administrator

ATTEST: _____
Patrick J. Melia,
City Clerk

APPROVED AS TO FORM:

By: _____
Christian L. Bettenhausen,
City Attorney

Attachment A: Additional Tasks and Cost Estimate

Placentia TOD - Revised Schedule and Budget		
January 2, 2017 to April 30, 2017		
Task	Due Date	Budget
Remaining budget as of Dec 31: \$8,433		
1	Bi-Weekly Meetings, Agenda, Action Items, Tracking	Jan \$1,180
2		Feb \$1,180
3		March \$1,180
4	PM Meetings	Dec 12 and 19 \$320
5		Jan \$1,100
6		Feb \$880
7		March \$880
8		April \$220
9	CC Study Session #2 (Dec 13)	December \$0
10	JD review of IS/MND	December Break \$720
11	Revised TOD Document based on 12/13 Study Session	24-Jan-16 \$680
12	Draft Staff Report for PC	24-Jan-16 \$2,600
13	Final Staff Report for PC (due 2/6)	31-Jan-16 \$700
14	February 14 -PC Hearing Attendance	14-Feb-16 \$400
15	Revised TOD Document based on 2/14 Hearing	28-Feb-16 \$1,040
16	Draft Staff Report for CC	6-Mar-16 \$1,640
17	Final Staff Report for CC (due 3/8)	15-Mar-16 \$700
18	March 21- City Council Hearing	21-Mar-16 \$400
19	Revised TOD Document based on 3/21 Hearing	\$840
20	Draft Staff Report for CC	1-Apr-16 \$1,640
21	Final Staff Report for CC	8-Apr-16 \$700
22	April 18 - City Council Hearing	18-Apr-16 \$480
23	Finalize Documents based on CC Hearing, etc.	\$440
		Direct Costs \$800
		Total through April 30, 2017 \$20,720
		Remain Budget as of Dec 2016 \$8,433
		Difference Required \$12,287

January 12, 2017

Mr. Damien Arrula
City Administrator
City of Placentia
401 East Chapman Avenue
Placentia, CA 92870

Sent via email to darrula@placentia.org

Subject: Budget Augment for Scope of Services for the Packing House Transit Oriented Development Zoning Amendment

Dear Mr. Arrula,

Please see the attached revised scope of services and cost estimate to complete the Packing House Transit Oriented Development (TOD) Zoning Amendment.

As we discussed with Joe on January 3rd, the original project has grown in time and scope, and we were required to review the existing budget to accommodate the changes. As shown in Attachment A, the budget augment includes additional team meetings, project management, review of the Initial Study, edits and additions to the TOD document, and preparation for public hearings. The additional tasks amount to a total of \$12,287.

We feel that the proposed budget augment is a realistic view of the work and the time it will take to complete this project. In order to keep the budget costs low, it is extremely constricted in terms of tasks; any additional items or scope would increase the budget accordingly. We are happy to discuss this augment with you, and look forward to continuing our work on this exciting project.

Sincerely,



Shannon Wages, AICP
Senior Principal, Lilley Planning Group

Attachment A: Additional Tasks and Cost Estimate
CC: Joe Lambert, Director of Development Services

Attachment A: Additional Tasks and Cost Estimate

Placentia TOD - Revised Schedule and Budget		
<i>January 2, 2017 to April 30, 2017</i>		
Task	Due Date	Budget
	Remaining budget as of Dec 31: \$8,433	
1	Bi-Weekly Meetings, Agenda, Action Items, Tracking	Jan \$1,180
2		Feb \$1,180
3		March \$1,180
4	PM Meetings	Dec 12 and 19 \$320
5		Jan \$1,100
6		Feb \$880
7		March \$880
8		April \$220
9	CC Study Session #2 (Dec 13)	December \$0
10	JD review of IS/MND	December Break \$720
11	Revised TOD Document based on 12/13 Study Session	24-Jan-16 \$680
12	Draft Staff Report for PC	24-Jan-16 \$2,600
13	Final Staff Report for PC (due 2/6)	31-Jan-16 \$700
14	February 14 -PC Hearing Attendance	14-Feb-16 \$400
15	Revised TOD Document based on 2/14 Hearing	28-Feb-16 \$1,040
16	Draft Staff Report for CC	6-Mar-16 \$1,640
17	Final Staff Report for CC (due 3/8)	15-Mar-16 \$700
18	March 21- City Council Hearing	21-Mar-16 \$400
19	Revised TOD Document based on 3/21 Hearing	\$840
20	Draft Staff Report for CC	1-Apr-16 \$1,640
21	Final Staff Report for CC	8-Apr-16 \$700
22	April 18 - City Council Hearing	18-Apr-16 \$480
23	Finalize Documents based on CC Hearing, etc.	\$440
	Direct Costs	\$800
	Total through April 30, 2017	\$20,720
	Remain Budget as of Dec 2016	\$8,433
	Difference Required	\$12,287



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF DEVELOPMENT SERVICES

DATE: FEBRUARY 21, 2017

SUBJECT: **SECOND READING OF ORDINANCE NO. O-2017-03, PROHIBITING ANY AND ALL MARIJUANA RELATED USES AND ACTIVITIES**

FISCAL
IMPACT: COSTS RELATED TO ENFORCEMENT

SUMMARY:

The ordinance before the City Council is meant to combine and make permanent the two ordinances previously considered and adopted by the City Council on an urgency and interim basis. On December 6, 2016, the City Council adopted two urgency ordinances regarding marijuana related activities: one related to amending the Placentia Municipal Code in the Health and Sanitation section and the other related to amending the Zoning Code as it pertains to prohibited land uses. As authorized by the California Government Code¹, the City Council adopted both ordinances in December 2016 on an urgency basis without following the normal procedure. Such an action was designed to immediately preserve the City's authority to ban all marijuana related activities following the November statewide election wherein recreational marijuana was legalized. Upon approval of the two urgency ordinances, the City Council directed Staff to prepare a single non-urgency version of the two ordinances to be considered by the Planning Commission and the City Council in order to fulfill the normal ordinance process. On February 7, 2017 the City Council held a public hearing in which public comments were received, and the Council approved the first reading of the ordinance. This recommended action would approve the second reading and adoption of the ordinance, to take effect on March 23, 2017.

RECOMMENDATION:

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

1. Waive full reading, by title only, and adopt Ordinance O-2017-03, An Ordinance of the City Council of the City of Placentia, California repealing Chapter 8.42 of Title 8 of the City of Placentia Municipal Code and replacing it with a new Chapter 8.42 to prohibit marijuana-related uses and activities and amending provisions of Title 23 (The Zoning Code) prohibiting the development of marijuana related uses; and

**1.g.
February 21, 2017**

2. Find that the adoption of the ordinance is exempt from environmental review pursuant to Section 15061(b)(3) in that the proposed code amendments are not expected to create a negative impact on the physical environment and it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, and direct Staff to file a Notice of Exemption.

BACKGROUND:

On December 6, 2016, the City Council adopted two urgency ordinances regarding marijuana related activities, specifically:

1. Urgency Ordinance No. O-2016-08 amended Chapter 8.42 of the Municipal Code (Title 8 – Health and Sanitation) regarding provisions that do not relate to zoning. It replaced the existing Chapter 8.42 of the Municipal Code with a new Chapter 8.42 to prohibit marijuana related use and activity, for the purpose of promoting the health, safety, and general welfare of the residents, businesses, and visitors to the City. This prohibition does not apply to prohibit qualified patients and persons with identification cards to cultivate indoors, possess, and use marijuana for their own personal medical purposes to the degree such activity is authorized by state law.
2. Urgency Ordinance No. O-2016-09 amended Chapter 23.46 of Title 23 (Zoning Code), also to prohibit marijuana related land uses and activities including dispensing, cultivation, possession, manufacture, processing, storing, testing, labeling, relabeling, packaging, repackaging, transporting, delivery, distribution, provision, or sale, of marijuana, whether related to marijuana business, for personal use or otherwise. This Ordinance was adopted in conjunction with, and is consistent with Urgency Ordinance No. O-2016-08, which amended Chapter 8.42 of the Placentia Municipal Code in a similar fashion.

The proposed ordinance combines the two urgency ordinances into one ordinance and is presented to the City Council for approval on a non-urgency basis. If approved, the ordinance will take effect 30 days after the second reading, which is March 23, 2017. Until such time as the ordinance takes effect, the previously adopted urgency ordinance shall remain in full force and effect to prohibit any and all marijuana businesses in the City.

The subject ordinance was considered by the Planning Commission on January 10, 2017. After a public hearing and discussion, the Planning Commission adopted Resolution No. PC-2017-01, recommending that the City Council approve the subject ordinance. On February 7, 2017, the City Council conducted a public hearing, received public comments and approved the first reading of the ordinance.

DISCUSSION:

Prior to adoption of the two urgency ordinances in December 2016, the City's Municipal Code banned only "medical marijuana dispensaries" (including mobile dispensaries) and "medical marijuana cultivation." (PMC Chapter 8.42).

In the time since the City adopted its prior medical marijuana dispensary ban, new State laws impacting both medical and non-medical marijuana businesses were adopted by the State legislature and California voters as follows.

1. Effective January 1, 2016, the State of California adopted the Medical Cannabis Regulation and Safety Act (MCRSA), recognizing several categories of marijuana related businesses beyond just medical marijuana dispensaries and cultivation.
2. Effective November 9, 2016, California voters approved Proposition 64 (Adult Use of Marijuana Act (AUMA)) legalizing recreational marijuana and authorizing the State to establish a licensing scheme for recreational marijuana businesses and activities.
3. By no later than January 2018, the State will begin issuing licenses for both medical and recreational marijuana related businesses and activities including (1) cultivation, (2) dispensing, (3) transporting, (4) distribution, (5) processing, (6) delivery, (7) manufacturing, (8) labelling; and (9) testing of marijuana. The State is not anticipated to have fully adopted any rules or regulations governing medical and recreational marijuana businesses until January 2018.
4. Both MCRSA and AUMA expressly allow cities to ban both medical and recreational marijuana related uses and activities within their boundaries.

In light of these new State laws, if the City desires to completely ban all marijuana business in the City, then the City Council must adopt a more comprehensive and explicit ban. The subject ordinance is more comprehensive and explicit than what the City previously had in its code.

Adult Use of Marijuana Act

Non-medical / Recreational Marijuana for Personal Use

AUMA presently allows adults 21 and over to use, possess, and cultivate limited amounts of marijuana, establishes a state licensing and regulatory scheme for marijuana businesses serving the recreational market; and expressly allows local jurisdictions to prohibit outdoor cultivation of marijuana for personal use, to regulate indoor cultivation of marijuana for personal use, and to prohibit all non-medical and recreational marijuana businesses from locating and operating within their jurisdictions.

The AUMA specifically prohibits cities and counties from completely prohibiting indoor cultivation for non-medical use, but allows cities and counties to completely ban cultivation outdoors upon the grounds of a private residence.² The AUMA also expressly allows cities and counties to enact and enforce reasonable regulations to regulate the indoor cultivation of marijuana for non-medical use.³

²Proposed Health and Safety Code section 11362.2(b)(2) and (3).

³ Proposed Health and Safety Code section 11362.2(b)(1).

Also of note, the AUMA prohibits smoking or ingesting marijuana or marijuana products in the following places:

- In any public place (unless its inside a business that is authorized by state and local law to allow use of marijuana on its premises);
- In places where smoking tobacco is prohibited;
- Within 1,000 feet of a school, day care center, or youth center while children are present, except in or upon the grounds of a private residence or inside a business that is authorized by state and local law to allow the use of marijuana on its premises; and
- While driving in, operating, or riding in a motor vehicle, boat, vessel, aircraft or other vehicle.⁴

The AUMA also allows cities, counties and public employers to maintain a drug and alcohol free workplace and to have policies prohibiting the use of marijuana by employees and prospective employees.⁵ The City will therefore be conducting a review of its current personnel policies related to the use of drugs and make sure marijuana use is addressed.

Nonmedical / Recreational Marijuana Businesses

The second primary component of the AUMA is a newly established state licensing and regulation scheme for commercial non-medical marijuana businesses, similar to the categories of businesses permitted under the MMRSA.⁶ The AUMA renames the Bureau of Medical Marijuana Regulation the Bureau of Marijuana Control and charges it with issuing licenses to marijuana-related retail, manufacturing, distribution, transport, dispensary and delivery businesses catering to recreational users in addition to licensing medical marijuana businesses.⁷ The Department of Food and Agriculture is tasked with issuing licenses to non-medical marijuana cultivation businesses. The AUMA requires all state licensing authorities to issue licenses by January 1, 2018.⁸

The AUMA permits local jurisdictions to adopt and enforce local ordinances to regulate recreational marijuana businesses, including local zoning and land use requirements, business license requirements, and requirements related to reducing exposure to secondhand smoke. The AUMA also expressly authorizes cities and counties to completely prohibit the establishment or operation of businesses within their jurisdictions.⁹

City Authority to Regulate both Medical and Non-Medical Marijuana Businesses

Prior to adoption of the Urgency Ordinances in December 2016, the City's municipal code prohibited marijuana cultivation and prohibited some, but not all, commercial cannabis activity with respect to medical cannabis only. The subject ordinance applies to both medical marijuana and recreational marijuana.

⁴ Proposed Health and Safety Code section 11362.3.

⁵ Prospective Health and Safety Code section 11362.45.

⁶ Proposed Business and Professions Code sections 26000 et seq.

⁷ Proposed Business and Professions Code section 26010.

⁸ Proposed Business and Professions Code section 26012(c).

⁹ Proposed Business and Professions Code section 26200.

Notwithstanding the City's authority to ban both medical and non-medical marijuana businesses, State law requires that any local ordinance not prohibit qualified patients and persons with identification cards to cultivate indoors, possess, and use marijuana for their own personal medical purposes. Moreover, AUMA prohibits cities from banning the following with respect to recreational marijuana: (1) Possession of no more than 28.5 grams of marijuana or 8 grams of marijuana product; (2) transportation through the City on City streets; and (3) indoor cultivation of no more than six (6) plants per dwelling.

Additionally, because the City will not be allowing marijuana sales or outdoor cultivation, the City will not be eligible to apply via a grant for a portion of the newly imposed excise tax under AUMA, and collected by the State from recreational marijuana businesses.

FISCAL IMPACT / SOURCE OF FUNDING:

Costs related to citation and enforcement against violators, and to abate illegal marijuana businesses.

ENVIRONMENTAL ASSESSMENT:

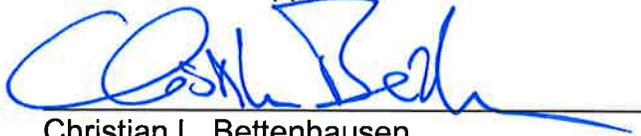
The proposed ordinance does not have the potential to cause significant effects on the environment because: (1) it essentially maintains the status quo; and (2) most provisions of this ordinance do not affect the environment, but rather individual behaviors that collectively have no potential for any significant effect on the environment. Therefore, the project is exempt from the California Environmental Quality Act (CEQA) pursuant to 14 Cal. Code Regulations §15061(b)(3) in that there is no possibility that the proposed ordinance will have a significant effect on the environment.

Prepared by:



Joseph M. Lambert
Director of Development Services

Reviewed and approved:



Christian L. Bettenhausen
City Attorney

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

1. Ordinance No. O-2017-03

ORDINANCE NO. O-2017-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, REPEALING CHAPTER 8.42 OF TITLE 8 OF THE CITY OF PLACENTIA MUNICIPAL CODE AND REPLACING IT WITH A NEW CHAPTER 8.42 TO PROHIBIT MARIJUANA-RELATED USES AND ACTIVITIES AND AMENDING PROVISIONS OF TITLE 23 (THE ZONING CODE) PROHIBITING THE DEVELOPMENT OF MARIJUANA RELATED USES

[Zoning Code Amendment 2016-02]
City Attorney's Summary

An ordinance amending the City of Placentia Municipal Code whereby Chapter 23.46 of Title 23 (Zoning) of the Municipal Code is amended to expressly prohibit the development of marijuana related uses and marijuana businesses of any kind; and, Chapter 8.42 of Title 8 (Health and Sanitation) is amended to also prohibit marijuana related uses and activities. "Marijuana related use and activity" means dispensing, cultivation, possession, manufacture, processing, storing, testing, labeling, relabeling, packaging, repackaging, transporting, delivery, distribution, provision, or sale, or any combination thereof, of marijuana, whether related to Marijuana business, for personal use or otherwise. This prohibition does not prohibit qualified patients and persons with identification cards to cultivate indoors, possess, and use marijuana for their own personal medical purposes only, as permitted by state law; but that nothing herein shall be construed to authorize qualified patients to engage in the collective cultivation of marijuana. The proposed Code Amendments are not expected to create a negative impact on the physical environment and it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment and are therefore exempt from environmental review pursuant to the provisions of the California Environmental Quality Act (CEQA), Section 15061(b)(3).

WHEREAS, the City, pursuant to its police power granted by Cal. Const. art. XI, § 7 and Cal. Govt. Code § 37100, may adopt regulations to protect the health, safety and welfare of the public, and thereby is authorized to declare what use and condition constitutes a public nuisance; and

WHEREAS, Section 38771 of the California Government Code 38771 authorizes the City through its legislative body to declare actions and activities that constitute a public nuisance; and

WHEREAS, in 1970, Congress enacted the Controlled Substances Act (21 U.S.C. Section 801 et seq.) which, among other things, makes it illegal to import, manufacture, distribute, possess, or use marijuana for any purpose in the United States and further provides criminal penalties for marijuana possession, cultivation and distribution; and

WHEREAS, the People of the State of California have enacted Proposition 215, the Compassionate Use Act of 1996 (codified at Health and Safety Code Section 11362.5 et seq.) (the "CUA"), which exempts qualified patients and their primary caregivers from criminal prosecution under enumerated Health and Safety Code sections for use of marijuana for medical purposes; and

WHEREAS, the California Legislature enacted Senate Bill 420 in 2003, the Medical Marijuana Program Act (codified at Health and Safety Code Section 11362.7 et seq.) (the "MMPA"), as amended, which created a state-wide identification card scheme for qualified patients and primary caregivers; and

WHEREAS, on August 19, 2008, the City of Placentia enacted Ordinance 0-2008-09, which expressly prohibited the operation of "Medical Marijuana Dispensaries", including mobile dispensaries in the City. On January 19, 2016, the City of Placentia enacted Ordinance 0-2016-01 adding Chapter 23.46 to the Zoning Code expressly prohibiting "Marijuana Cultivation" in all zoning districts throughout the City.

WHEREAS, on October 11, 2015, the Governor signed into law Senate Bill 643, Assembly Bill 266, and Assembly Bill 243, collectively referred to as the Medical Cannabis Regulation and Safety Act (MCRSA) formerly known as (the Medical Marijuana Regulation and Safety Act), effective January 1, 2016, which established a state licensing system for medical marijuana cultivation, manufacturing, delivery, and dispensing, regulating these activities with licensing requirements and regulations that are only applicable if cities and counties also permit marijuana cultivation, manufacturing, dispensing, and delivery within their jurisdictions. Under the MCRSA, cities and counties may continue to regulate and/or prohibit medical marijuana cultivation, manufacturing, dispensing, and delivery, consistent with their respective police powers, in which case the new law would not allow or permit these activities within the cities and counties where such activities are not otherwise permitted; and

WHEREAS, on February 3, 2016, Assembly Bill 21 (Wood) was signed by the Governor, amending provisions of MCRSA pertaining to cultivation licenses by eliminating a March 1, 2016 deadline for local jurisdictions for the promulgation of cultivation regulations or cultivation bans other local jurisdictions would lose the ability to regulate to the State. Assembly Bill 21 also modified language in Health & Safety Code section 11362.777(g), which pertained to exemptions from licensing requirements for qualified patients and caregivers. The prior language, which specifically stated that local governments retained the right to prohibit cultivation without exception, was revised to state: "Exemption from the requirements of this section does not limit or prevent a city, county, or city and county from exercising its police authority under Section 7 of Article XI of the California Constitution."; and

WHEREAS, notwithstanding the CUA, the MMPA, and the MCRSA as amended, marijuana remains a schedule I substance pursuant to California Health & Safety Code § 11054 (d) (13); and

WHEREAS, marijuana also remains a schedule I substance pursuant to federal law, 21 U.S.C. § 812, Schedule 1 (c) (10), and federal law does not provide

for any medical use defense or exception (Gonzales v. Raich, 545 U.S. 1 (2005); United States v. Oakland Cannabis Buyers' Coop., 532 U.S. 483 (2001)); and

WHEREAS, the California Supreme Court has established that neither the CUA nor the MMPA preempt local regulation in the case of City of Riverside v. Inland Empire Patients Health and Wellness Center, Inc., 56 Cal.4th 729 (2013); and

WHEREAS, the MCRSA expressly allows cities and counties to ban marijuana cultivation consistent with current state law including the Maral v. City of Live Oak, 242 Cal.App.4th 940 (2013); and

WHEREAS, on November 8, 2016, the electorate of the State of California voted on Proposition 64 ("Prop 64"), approving the Adult Use of Marijuana Act ("AUMA"), codified in California Health and Safety Code at various sections and in California Business and Professions Code at various sections. The AUMA allows adults 21 and over to use, possess, and cultivate limited amounts of marijuana, establishes a state licensing and regulatory scheme for marijuana businesses serving the recreational market; and expressly allows local jurisdictions to prohibit outdoor cultivation of marijuana for personal use, to regulate indoor cultivation of marijuana for personal use, and to prohibit all non-medical and recreational marijuana businesses from locating and operating within their jurisdictions; and

WHEREAS, AUMA went into effect November 9, 2016, legalizing marijuana related uses and activities that are not presently regulated or prohibited by the City. Unless the City immediately regulates or bans these currently unregulated marijuana related uses and activities, marijuana businesses may be able to operate within the City without State regulation until approximately January 2018, and this would cause an immediate harm to the public safety, health and welfare; and

WHEREAS, the changes in the law based upon AUMA constitute a current and immediate threat to the public health, safety and welfare; and

WHEREAS, the approval of additional subdivisions, use permits, variances, building permits, or any other applicable entitlement for use which is required in order to all for marijuana relate uses would result in that threat to public health safety or welfare; and

WHEREAS, the City Council finds that prohibiting marijuana use and activity will protect the public safety, health, and welfare; and

WHEREAS, possession of marijuana and concentrated marijuana is governed by State law. California Health and Safety Code, Section 11357 sets forth the criminal punishment or adjudication for possession of marijuana and concentrated cannabis in violation of State law; and

WHEREAS, this ordinance is consistent with Ordinance Nos. O-2016-08 and O-2016-09 adopted by the City Council on December 6, 2016, at which time the City Council found that adoption of said ordinances was in the interest of the health, safety and welfare of the City to make explicit that all marijuana related use and

activity of any kind as set forth herein, whether medical, recreational, or otherwise, is prohibited everywhere in the City and is a public nuisance per se, consistent with State law, and

WHEREAS, the City Council of the City of Placentia has passed this ordinance upon finding that it is in the interest of the health, safety and welfare of the City to make explicit that all marijuana related use and activity of any kind as set forth herein, whether medical, recreational, or otherwise, is prohibited everywhere in the City and is a public nuisance per se, consistent with State law, and

WHEREAS, the City Council of the City of Placentia finds and clarifies this prohibition does not apply to prohibit qualified patients and persons with identification cards to cultivate indoors, possess, and use marijuana for their own personal medical purposes only, as permitted by state law; but that nothing herein shall be construed to authorize qualified patients to engage in the collective cultivation of marijuana as described by Health and Safety Code section 11362.775, nor are they permitted to cultivate marijuana above limits established by State law and guidelines for their own personal use; and

WHEREAS, the City of Placentia, California, pursuant to the provisions of the California Environmental Quality Act ("CEQA") (California Public Resources Code Sections 21000 et seq.) and State CEQA guidelines (Sections 15000 et seq.) has determined that this Ordinance is exempt pursuant to Section 15061(b)(3) of Title 14 the California Code of Regulations; and

WHEREAS, the City Council finds that the provisions of this Ordinance are consistent with the City of Placentia's General Plan; and

WHEREAS, all legal prerequisites prior to the adoption of this ordinance have occurred.

WHEREAS, on or about January 10, 2017, the Planning Commission held a duly noticed public hearing and adopted a resolution recommending to the City Council adoption of this Ordinance as it relates to Title 23 (Zoning Code).

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF PLACENTIA DOES ORDAIN AS FOLLOWS:

SECTION 1: Findings. The City Council finds that all the facts, findings, and conclusions set forth above in this Ordinance are true and correct.

SECTION 2: Amending Title 8. Title 8 of the Placentia Municipal Code is hereby amended with the repeal of Chapter 8.42 (Medical Marijuana Dispensaries) in its entirety and adding a new Chapter 8.42 to read as follows:

Chapter 8.42 Marijuana-Related Uses and Activities Prohibited

8.42.010. Purpose.

- A. General Purpose. This Chapter is intended to prohibit marijuana related use and activity, for the purpose of promoting the health, safety, and general welfare of the residents, businesses, and visitors to the City. Except when preempted by state law, this prohibition includes marijuana related uses and activities, including marijuana dispensing, cultivation, transporting, distributing, processing, delivering, manufacturing, labeling, and/or testing, whether for recreational, medical, or any other use, except that this prohibition does not apply to prohibit qualified patients and persons with identification cards to cultivate indoors, possess, and use marijuana for their own personal medical purposes to the degree such activity is authorized by state law.
- B. Collective Cultivation. Nothing herein shall be construed to authorize qualified patients to engage in the collective cultivation of marijuana as described by Health and Safety Code section 11362.775, nor are they permitted to cultivate marijuana above limits established by state law and guidelines for their own personal use. Nor shall anything herein be construed as permitting primary caregivers to cultivate marijuana indoors or outdoors anywhere in the City.
- C. Interpretation. If any provision of this ordinance is unclear, it shall be interpreted in the manner which is most prohibitive of marijuana related use and activity, but only to the extent that such regulation would be consistent with applicable law.

8.42.020. Applicability

- A. Nothing in this Chapter is intended, nor shall it be construed, to burden any defense to criminal prosecution under the State law.
- B. All the provisions of this Chapter shall apply to all property, public, and private, within the City.
- C. All the provisions of this Chapter shall apply indoors and outdoors.
- D. Nothing in this Chapter shall authorize criminal prosecution or abatement for violations of this Chapter or any other provision of the Placentia Municipal Code inconsistent with the holding of Kirby v. County of Fresno 242 Cal.App.4th 940 (2015).

8.42.030. Definitions

The following definitions apply to this Chapter:

- A. "Caregiver" or "primary caregiver" shall have the same definition as that set forth in California Health and Safety Code section 11362.7 (d) and (e).
- B. "Cultivation" shall mean any activity involving the germinating, planting, growing, harvesting, drying, curing, grading, or trimming of cannabis. Indoor cultivation of marijuana for personal use by persons twenty-one (21) years of age or older on the grounds of a private residence is permitted to the extent allowed by state law (Health and Safety Code section 11362.1, subdivision (c).)
- C. "Delivery" shall have the same definition as set forth in California Business and Professions Code 19300.5 (m). "Delivery" shall also have the same definition as set forth in California Health and Safety Code section 26001(h). "Delivery" shall not include transportation of marijuana or marijuana products by a licensed transporter traveling through the City on public roads to and from locations outside of the City where marijuana-related activities or uses are permitted.
- D. "Dispensary" shall mean any location where marijuana or devices for the use of marijuana are offered, either individually, or in combination, and includes retail sales. "Dispensary" includes delivery services, mobile dispensing and distribution.
- E. "Dispensing" shall mean any activity involving the provision of marijuana for any purpose.
- F. "Distribution" shall mean the provision and transport of marijuana between persons.
- G. "Manufacturer" shall mean a person that conducts the production, preparation, propagation, or compounding of marijuana, either directly or indirectly, or by extraction methods, or independently by means of chemical synthesis or by any combination thereof, and includes packaging, repackaging, labeling, and/or relabeling.
- H. "Marijuana" shall have the same definition as that set forth in California Health & Safety Code Section 11018. "Marijuana" shall include: "cannabis" as defined in California Business & Professions Code section 19300.5(f); "cannabis concentrate" as defined in in California Business & Professions Code section 19300.5(g); "edible cannabis product" as defined in California Business & Professions Code section 19300.5(s); "manufactured cannabis" as defined in California Business & Professions Code section 19300.5(ae); "medical cannabis," "medical cannabis product," or "cannabis product" as defined in California Business & Professions Code section 19300.5(ag); and "topical

cannabis” as defined in California Business & Professions Code section 19300.5(al).

- I. “Marijuana Businesses” shall mean marijuana businesses for any purpose (medical or non-medical) including dispensaries, cooperatives, cultivation, manufacturing, testing facilities, transporting, or distributing; all of which are prohibited from being established or operating within the City, except that licensed marijuana transporters are permitted to pass through the City on public roads as mandated by Business and Professions Code sections 19338 and 26080.
- J. “Marijuana-Related Use and Activity” means dispensing, cultivation, possession, manufacture, processing, storing, testing, labeling, relabeling, packaging, repackaging, transporting, delivery, distribution, provision, or sale, or any combination thereof, of marijuana, whether related to Marijuana business, for personal use or otherwise.
- K. “Person” shall mean any person, firm, corporation, association, club, society, or other organization. The term person shall include any owner, manager, proprietor, employee, volunteer and/or salesperson.
- L. “Qualified Patient” or “Qualifying Patient” shall mean qualified patient and persons with identification cards as those terms are defined by the Health and Safety Code section 11362.7.
- M. “Testing Site” shall mean any facility, entity, or site in the City that offers or performs tests of marijuana.

8.42.040. All Marijuana-Related Use and/or Activity Prohibited

- A. Cultivation. Indoor cultivation of marijuana for personal use by persons twenty-one (21) years of age or older on the grounds of a private residence is permitted, but only to the extent allowed by state law (Health and Safety Code section 11362.1, subdivision (c).) All outdoor cultivation of marijuana within the City is prohibited.
- B. Marijuana Businesses. Marijuana businesses, for any purpose (medical or non-medical) including dispensaries, cultivation, manufacturing, testing facilities, transporting, or distributing are prohibited from being established or operating within the City, except that licensed marijuana transporters are permitted to pass through the City on public roads as mandated by Business and Professions Code sections 19338 and 26080.
- C. All marijuana related use and activity is prohibited in the City of Placentia. This prohibition includes those marijuana related uses and activities set forth herein.

8.42.050. Declaration of Public Nuisance

Any use, structure, or property that is altered, enlarged, erected, established, maintained, moved, or operated contrary to the provisions of this Chapter, is hereby declared to be unlawful and a public nuisance and may be abated by the city through civil and/or administrative proceedings by means of a restraining order, preliminary or permanent injunction, or in any other manner provided by law for the abatement of such nuisances.

8.42.060. Violations

- A. Violations of this Chapter shall be punishable as provided in this Code.
- B. This Chapter is not the exclusive means for the abatement of marijuana-related uses or activities within the City of Placentia. The remedies set forth pursuant to this Section shall be in addition to any other existing remedies for violations of the Zoning Code, including but not limited to, any action at law or equity.
- C. Violations of this Chapter is hereby declared a public nuisance.

SECTION 3. Chapter 23.46 Amendment. The following Sections of Chapter 23.46 of the Zoning Code are revised to provide as follows (Section 23.46.20 and Section 23.46.50 remain unamended):

23.46.010 Purpose

The City Council of the City of Placentia hereby finds and determines that it is the purpose and intent of this chapter to prohibit marijuana related use and activity, in order to promote the health, safety, and general welfare of the residents and the businesses within the city by maintaining local control over the ability to authorize and regulate marijuana-related uses and activities, including marijuana businesses engaged in prohibited marijuana use and activity.

23.46.030 Definitions.

The following definitions apply to this chapter:

“Marijuana” shall have the same definition as that set forth in Chapter 8.42 of the Placentia Municipal Code.

“Marijuana business” shall have the same definition as that set forth in Chapter 8.42 of the Placentia Municipal Code.

“Marijuana cultivation” shall have the same definition as that set forth for “cultivation” in Chapter 8.42 of the Placentia Municipal Code.

“Marijuana-Related Use and Activity” means dispensing, cultivation, possession, manufacture, processing, storing, testing, labeling, relabeling, packaging, repackaging, transporting, delivery, distribution, provision, or sale, or any combination thereof, of marijuana, whether related to Marijuana business, for personal use or otherwise, and as otherwise defined in Title 8.42 of the Placentia Municipal Code.

“Person” shall have the same definition as that set forth in Chapter 8.42 of the Placentia Municipal Code.

23.46.040 Marijuana Related Use and Activity prohibited.

Marijuana related uses and activities shall be prohibited on all parcels in the City.

23.46.060 Violations.

(a) Violations of this chapter shall be punishable pursuant to Chapter 1.08 of the City of Placentia Municipal Code.

(b) The remedies set forth pursuant to this section shall be in addition to any other existing remedies for violations of the municipal code, including, but not limited to, any action at law or equity.

SECTION 4. CEQA. Pursuant to the California Environmental Quality Act (CEQA), The proposed project (Code Amendments) are not expected to create a negative impact on the physical environment and it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment and are therefore exempt from environmental review pursuant to the provisions of the CEQA, Section 15061(b)(3).

SECTION 5. Inconsistent Code Provisions. Any provision of the Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to that extent necessary to effect the provisions of this Ordinance.

SECTION 6: Severability. Should any provision of this Ordinance, or its application to any person or circumstance, be determined by a court of competent jurisdiction to be unlawful, unenforceable or otherwise void, that determination shall have no effect on any other provision of this Ordinance or the application of this Ordinance to any other person or circumstance and, to that end, the provisions hereof are severable. The City Council declares that it would have adopted all the provisions of this ordinance that remain valid if any provisions of this ordinance are declared invalid.

SECTION 7. Effective Date. This ordinance shall be in full force and effect commencing thirty (30) days after its final adoption and a summary hereof shall be published once within fifteen (15) days in the Orange County Register-Placentia News-

Times a newspaper of general circulation printed and published in the County of Orange and circulated in the City of Placentia and hereby designated for that purpose by the City Council.

PASSED AND ADOPTED ON THIS 21st DAY OF FEBRUARY, 2017.

CRAIG GREEN, MAYOR

ATTEST:

PATRICK J. MELIA, CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.
CITY OF PLACENTIA)

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 7th day of February, 2017, and was finally adopted at a regular meeting held on 21st day of February, 2017 by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

PATRICK J. MELIA, CITY CLERK

APPROVED AS TO FORM:

CHRISTIAN L. BETTENHAUSEN, CITY ATTORNEY



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF DEVELOPMENT SERVICES

DATE: FEBRUARY 21, 2017

SUBJECT: **AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT WITH CASC ENGINEERING AND CONSULTING TO COMPLETE THE COMMERCIAL OVERLAY ZONE CHANGE AMENDMENT AT CROWTHER & PLACENTIA**

FISCAL

IMPACT: EXPENSE: AMENDMENT NO. 1 NOT-TO-EXCEED AMOUNT: \$5,000
TOTAL NOT-TO-EXCEED AMOUNT: \$45,000

SUMMARY:

In June 2015, the City entered into a Professional Services Agreement with CASC Engineering and Consulting (CASC) to conduct planning, land use entitlement and California Environmental Quality Act (CEQA) services for the establishment of a commercial zone overlay district on three (3) City acquired parcels located at the north east corner of Crowther Avenue and Placentia Avenue. The approved Professional Services Agreement with CASC included completion of services by June 30, 2016, with a one (1) year extension option and an amount not-to-exceed \$40,000 for professional services rendered. The Development Services Department is seeking approval of an amendment to allow for a time extension until December 31, 2017, as well as a revised scope of services requiring an additional \$5,000 compensation to complete all CEQA services. The revised scope of services includes updates involving the review of project materials, updates to the project description, preparation of a draft initial study, assistance with internal review and collection of comments, assistance with review and response to public comments, and meeting coordination.

RECOMMENDATION:

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

1. Approve Amendment No. 1 to the Professional Services Agreement with CASC Engineering and Consulting for an additional amount not-to-exceed \$5,000, resulting in total contract amount not-to-exceed \$45,000 to complete CEQA related services associated with establishment of a commercial zone overlay district for the period July 1, 2016 to December 31, 2017; and
2. Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

1.h.

February 21, 2017

DISCUSSION:

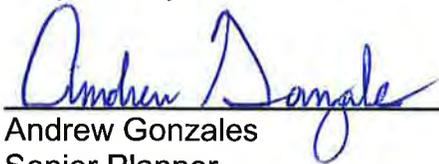
As a result of the Orange County Transit Authority (OCTA) OC Bridges Project at Placentia Avenue, the City acquired three (3) remnant parcels from OCTA. The subject parcels are currently zoned M (Manufacturing) and C-M (Commercial Manufacturing) with a General Plan Land Use Designation of Industrial. CASC will continue to provide planning CEQA services however, the scope of services for CASC to complete is now focused on providing CEQA services for an overlay zone or re-zoning of properties north of Crowther Avenue, east of Placentia Avenue and west of the 57 Freeway (350-480 S. Placentia Avenue).

On October 4, 2016, the City Council approved the Exclusive License Agreement for Operation of a Self-Service Gas and Electric Vehicle Charging Station with Galaxy Oil Company at 480 S. Placentia Avenue, which is expected to generate between \$200,000 and \$350,000 annually in revenue. The City intends to market the property known as 380 S. Placentia Avenue, and re-zoning the property to C-2 (Community Commercial) is expected to result in attracting a hospitality anchor for the subject property and retail anchors to the remaining properties. In the meantime, the City must continue to prepare the necessary development and environmental documents necessary to facilitate these projects, which is the purpose for requesting approval of the amended professional services agreement.

FISCAL IMPACT:

The amendment with CASC is for an amount not-to-exceed \$5,000 to complete all planning and land use entitlement services associated with establishment of a commercial zone overlay district. This would increase the total not-to-exceed amount of the contract from \$40,000 to \$45,000, however, the \$5,000 increase has been included in the FY 2016-17 mid-year budget review process. The source of the additional \$5,000 to complete the aforementioned contract services will result in a transfer from the City's General Plan CIP fund.

Prepared by:



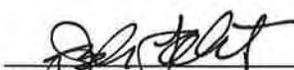
Andrew Gonzales
Senior Planner

Reviewed by:



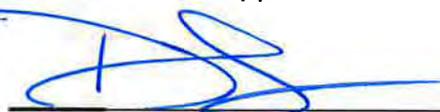
Irwin Bornstein
Senior Financial Advisor

Reviewed and approved:



Joseph M. Lambert
Director of Development Services

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Amendment No. 1 to CASC Professional Services Agreement
2. Exhibit A: CASC Engineering and Consulting Proposal for Amended Scope of Work

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
CASC ENGINEERING AND CONSULTING FOR THE CROWTHER & PLACENTIA
COMMERCIAL OVERLAY ZONE CHANGE AMENDMENT**

This Amendment No. 1 to Professional Services Agreement is made and entered into effective the 21st day of February, 2017, by and between the CITY OF PLACENTIA, a Charter City and municipal corporation (“CITY”), and CASC ENGINEERING AND CONSULTING, a California corporation (hereinafter “CONSULTANT”) (“Amendment”). CITY and CONSULTANT are sometimes hereinafter individually referred to as “Party” and or collectively referred to as the “Parties.”

A. RECITALS:

(i). CITY and CONSULTANT previously entered into that certain Professional Services Agreement in June 2015 (“Agreement”) through which CONSULTANT provides consulting services with respect to a new commercial overlay zoning as set forth in the Scope of Services attached to the Agreement as Exhibit “A” which includes the agreed upon schedule of performance and the schedule of fees.

(ii). The Parties seek to enter into Amendment No. 1 to the Agreement to include additional tasks in the Scope of Services and increase the amount of compensation as the project scope has expanded.

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

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

B. Amendment to Agreement.

1. Section B, Paragraph 2(a) of the Agreement is hereby amended to read as follows:

The term of this Agreement shall extend from July 1, 2016 until December 31, 2017.

2. Section 3 Paragraph (a) of the Agreement is hereby repealed and replaced with the following:

City shall pay consultant a maximum sum of Forty-Five Thousand Dollars (\$45,000.00) for the performance of the services.

3. Section 10(e) is hereby added to the Agreement to read as follows:

(e) PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement

System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

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

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

5. The Agreement, together with this Amendment No. 1 and all attachments hereto, constitutes the entire Agreement between the Parties and supersedes all prior negotiations, arrangements, representations, and understandings, if any, made by or between the Parties with respect to the subject matter hereof. No amendment or other modification of the Agreement, as modified by this Amendment No. 1 shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

6. Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this Amendment No. 1 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. 1 to the Professional Services Agreement are to be executed as of the day and year first above written.

CONSULTANT

CITY OF PLACENTIA

By: _____
Michelle E. Furlong,
Secretary/Treasurer

By: _____
Damien R. Arrula,
City Administrator

ATTEST:

By: _____
Patrick J. Melia,
City Clerk

APPROVED AS TO FORM:

By: _____
Christian L. Bettenhausen,
City Attorney

Exhibit A
Scope of Services

AUTHORIZATION FOR ADDITIONAL WORK

CITY OF PLACENTIA
Attn: Joe Lambert
Community Development Director
401 E. Chapman Ave.
Placentia, CA 92870-6101

Date: February 3, 2017
Job No.: 1379-0001
Addendum No.: 01
Description: CEQA & Environmental
Documentation Services

CASC Engineering and Consulting has developed the following Scope of Services and Schedule of Fees for additional services required on your project. These services are being provided to you outside of the original Scope of Services and Schedule of Fees. You will be invoiced for this work in accordance with the fee schedule below and our standard hourly fee rate schedule.

SCOPE OF SERVICE

See Attachment "A"

SCHEDULE OF FEES

See Attachment "B"

This additional work order is an addendum to the existing contract. The terms and conditions of the original contract are applicable to this addendum. Subsequent to your review of the above referenced Scope of Services, please sign and return this form to CASC Engineering and Consulting so that work efforts may commence. A faxed/emailed copy of the signed additional work order is acceptable.

Sincerely,

Authorized by:

CASC ENGINEERING AND CONSULTING

CITY OF PLACENTIA


Adam Rush, AICP
Director of Planning

By: _____
Name/Title: _____
Date: _____

ATTACHMENT "A"

SCOPE OF SERVICES

A. REVIEW OF PROJECT MATERIALS

CASC will review and analyze the updated Project Materials, included within the City of Placentia's email dated December 14, 2016.

B. UPDATE PROJECT DESCRIPTION

CASC will prepare and update the Project Description, for the property located at the northeast corner of Crowther Avenue and Placentia Avenue, based upon the additional property being added to the City's General Plan Amendment (GPA) and Change of Zone project.

C. PREPARATION OF THE UPDATED DRAFT INITIAL STUDY

CASC will prepare modifications, corrections, and changes to the May 3, 2016 version of the Draft Initial Study. CASC will make the appropriate revisions to be reviewed and considered in conjunction with the City's development proposal and supported by the Technical Reports completed, as necessary. This phase will serve as the City's screen check document. The following subtasks will be completed:

- **Update the Environmental Setting:** Utilizing the project materials available and reviewed, CASC will prepare the existing Environmental Setting for each of the issues being evaluated in the IS, utilizing the technical studies, as necessary, and data gathered independently for the remaining issues.
- **Update and Prepare the Environmental Impact Evaluation:** CASC will utilize the data from the project description to forecast potential environmental impacts resulting from the proposed project. The impact forecast will be as specific as possible for the proposed project and affected environment. Mitigation measures will be identified, as appropriate, for each environmental issue as required by CEQA and the City's rules and regulations to implement CEQA as appropriate.
- **Update the Cultural Resources Impact Analysis with AB 52/SB 18 Consultation Process**
CASC will update the Cultural Resources Impact Analysis to itemized and report the AB 52/SB 18 Consultation process that was conducted in combination with the General Plan Amendment.
- **Update All Remaining IS Sections (based upon the changes in the Project Description):**
The CEQA mandated sections (Alternatives, Growth Inducement, Cumulative Effects, lists of contacts and persons consulted, General Plan Consistency, and sources referenced) will be prepared under this subtask. In addition, a Mitigation Monitoring and Reporting Plan (MMRP) will be developed.

At the completion of City's Draft Initial Study, CASC will provide three (3) hard copies to the City for review along with a Microsoft Word and PDF version for the City's records and manipulation if necessary.

D. ASSISTANCE WITH INTERNAL REVIEW AND COLLECTION OF COMMENTS

CASC will solicit, receive, review and prepare responses to all comments that arrive from the various departments and agencies (e.g. Fire Department, Public Works, Building and Safety, Geology, etc.). Each comment submitted – in writing – on the Revised Draft Initial Study will be cataloged, prioritized and responded to by the appropriate member of the Consultant Team. These comments will be promptly addressed in the City's Final Draft Initial Study and will be compiled, printed and submitted to the City for review and approval prior to public distribution. CASC will coordinate with the appropriate City agencies to ensure that the Final Draft Initial Study is appropriately located, advertised, published, and made available (including all applicable technical appendices and environmental supporting documents) concurrent with the City's public hearing processes and in accordance with the mandatory public review period required by the CEQA Statutes and Guidelines.

E. ASSISTANCE WITH IS/MND PUBLIC COMMENTS

Following completion of the Initial Study public review period (as required by CEQA), CASC will assist City staff in their review and response as necessary and required by the CEQA Statutes and Guidelines and the City's rules and regulatory procedures acting in the capacity of a Lead Agency. CASC will assist City staff, as needed, to ensure all public comments are recorded, itemized and responded to in a manner that preserves the integrity of the Administrative record. The comments and responses will be incorporated into the Final Initial Study and associated Appendices and Environmental Determination presented to the City's Planning Commission (and City Council if necessary) during the applicable public hearings.

F. MEETINGS AND COORDINATION

CASC will provide twenty (20) hours of meeting and coordination time with the applicant. Time will be billed only as incurred.

❖ **DELIVERABLES**

- Draft Initial Study; Final Initial Study Draft; Technical Appendices (including the items referenced above); and Draft and Final MMRP. All documents will be provided in both a hard copy format (3 copies of each); in an electronic copy (including both Word and PDF formats) or as directed by City staff.
- A Complete Reference Appendix that identifies all applicable source materials and available references utilized in the drafting and completion of the Initial Study, the MMRP and the Technical Appendices. This reference document will incorporate the technical, legal, regulatory and scientific documentation used to support the Initial Study, MMRP

and its associated environmental and Technical components in an understandable and efficient format for public review. The Complete Reference Appendix will be provided in both a hard copy format (3 copies of each); in an electronic copy (including both Word and PDF formats) or as directed by City staff.

- A Public Comment Reference Appendix will be provided to City staff. This appendix will incorporate all written comments received during the required environmental review period provided for the Final Draft Initial Study. In addition, and at the direction of the City, CASC will also incorporate all comments provided during the public hearing proceedings associated with the development application.

ATTACHMENT "B"

SCHEDULE OF FEES:

A.	REVIEW PROJECT MATERIALS	\$990.00
B.	UPDATE PROJECT DESCRIPTION	\$800.00
C.	PREPARATION OF THE UPDATED DRAFT INITIAL STUDY	\$3,900.00
D.	ASSISTANCE WITH INTERNAL REVIEW AND COLLECTION OF COMMENTS	\$1,500.00
E.	ASSISTANCE WITH IS/MND PUBLIC COMMENTS	\$3,500.00
F.	MEETINGS AND COORDINATION	<u>\$3,500.00</u>
	<u>TOTAL:</u>	<u>\$14,190.00</u>

**CASC ENGINEERING AND CONSULTING
RATE SCHEDULE
Effective January 1, 2017**

Civil Engineering

President/Principal Engineer	\$190
Director	\$180
Senior Project Manager	\$170
Project Manager/Senior Engineer III	\$155
Project Manager/Senior Engineer II	\$150
Project Manager/Senior Engineer I	\$145
Assistant Project Manager	\$140
Project Engineer	\$135
Senior Designer II	\$130
Senior Designer I	\$125
Design Engineer II	\$120
Design Engineer I	\$115
Designer II	\$110
Designer I	\$105
CADD Drafter	\$95

Environmental/Water Quality Services

Director	\$180
Senior Project Manager	\$170
Project Manager/Technical Specialist	\$155
Senior Environmental Analyst/ Scientist III	\$150
Senior Environmental Analyst/ Scientist II	\$145
Senior Environmental Analyst/ Scientist I	\$140
Environmental Analyst/ Scientist III	\$135
Environmental Analyst/ Scientist II	\$130
Environmental Analyst/ Scientist I	\$120
Staff Analyst/Scientist II	\$110
Staff Analyst/Scientist I	\$100
Staff Assistant II	\$85
Staff Assistant I	\$75

Clerical

Project Coordinator/Clerical III	\$82
Project Coordinator/Clerical II	\$77
Project Coordinator/Clerical I	\$72

Planning

Planning Director	\$180
Senior Project Manager	\$160
Project Manager	\$140
Senior Planner II	\$125
Senior Planner I	\$115
Planner II	\$105
Planner I	\$95

Landscape Architectures

Licensed Landscape Architect	\$155
Senior Landscape Designer	\$130
Associate Landscape Designer	\$110
Assistant Landscape Designer	\$95

Construction Management

Resident Engineer	\$150
Field Inspector III/Prevailing Wage	\$125
Field Inspector II/Prevailing Wage	\$110
Field Inspector I/Prevailing Wage	\$100

Surveying and Mapping

Licensed Surveyor/ Director	\$180
Senior Survey Project Manager	\$150
Senior Survey Analyst	\$135
Senior Calculator	\$125
Calculator II	\$115
Calculator I	\$105
Survey Analyst II	\$95
Survey Analyst I	\$85
Technical Aide	\$80

Field Survey Crews

Three Person Survey/GPS Crew	\$240
Two Person Survey/GPS Crew	\$205
One Person Survey/GPS Crew	\$195

Litigation Support and Expert Witness shall be at 2.0 times the above noted hourly rates.

REIMBURSABLE EXPENSES

The following expenses will be billed at cost plus 15% unless otherwise noted:

Outside Services: Includes fees paid to sub-consultants, consultants, analytical laboratories, and other providers of services required for execution of the project.

Permits, Applications, and Fees: Includes fees for Notices of Intent (NOI), Notices of Termination (NOT), application fees, submittal fees, permit fees, and other fees required as part of the project and not paid directly by Client.

Reproduction Services: Includes blueprinting, copying, printing and plotting. In-house plots will be billed at \$6.00 per sheet for each client set and for a final in-house review set B&W / Color copies: \$0.08 / \$0.90 for 8.5 X 11 and \$0.20 / \$1.20 for 11 X 17.

Rental Fees: Includes rental fees paid by the firm, including required vehicles, equipment, and tools required to complete the work.

Commercial Delivery Services: Including Express Mail, Federal Express, UPS and independent courier services.

In-House Pick-Up and Delivery Services: When provided by the firm, these services will be billed at \$48.00 per hour plus \$0.66 per mile round trip, with no additional markup.

Travel Expenses: Includes travel expenses incidental to performance of the work, including airfare, parking, tolls, taxi, lodging, and etc. Vehicle mileage will be billed at a rate of \$0.66 per mile with no additional markup. Travel time for professional and administrative staff will be billed per the hourly fee rate schedule with no additional markup and survey crews will be billed at **\$50 per hour, per 2-man crew.**

Per Diem: Per diem for meals for overnight stays will be billed at Caltrans current state rates

Prevailing Wage: Projects and/or portions thereof designated by Client to be subject to Prevailing Wage shall be billed at the regular staff rate or the Prevailing Wage rate, whichever is higher. The Prevailing Wage rate shall be (2.28) X (Total Hourly Rate), where the Total Hourly Rate is from the Wage Rate Determination issued by California's Director of Industrial Relations for the locality and employee classification at the time the work is performed.

Waiver of Subrogation: When a Waiver of Subrogation for Workman's Compensation Insurance is required by the Client, the Client will be required to pay the additional insurance premium. The approximate amount for the waiver is \$250 per year.

Client Initial _____



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF DEVELOPMENT SERVICES

DATE: FEBRUARY 21, 2017

SUBJECT: **TENTATIVE PARCEL MAP (TPM) 2015-181: A PROPOSED PARCEL MAP TO SUBDIVIDE AN APPROXIMATELY 0.18 ACRE LOT INTO TWO (2) PARCELS AND CONSTRUCTION OF TWO (2) RESIDENTIAL UNITS LOCATED AT 1633 LA PALOMA AVENUE WITHIN THE SINGLE FAMILY RESIDENTIAL (R-1) AND OIL COMBINING (O) OVERLAY DISTRICTS**

FISCAL
IMPACT: NONE

SUMMARY:

At the Planning Commission meeting of July 12, 2016, the Planning Commission voted 6-0-1 to recommend approval of TPM 2015-181 to the City Council. TPM 2015-181 is an application to subdivide an approximately 0.18 acre (7,680 square feet) lot into two (2) parcels measuring 3,840 square feet each on property located at 1633 La Paloma Avenue within the R-1 and O Overlay Districts. In accordance with Placentia Municipal Code (PMC) Sections 22.80.060 and 22.80.070, the Planning Commission hereby submits a report of its findings and recommends approval of TPM 2015-181 to the City Council.

RECOMMENDATION:

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

1. Adopt the findings set forth within Resolution No. PC-2016-09 (Attachment 1); and
2. Approve TPM 2015-181 subject to the Special Conditions of Approval and Standard Development requirements set forth in Attachment 2.

BACKGROUND:

PMC Section 22.80.010(a) requires a parcel map for all subdivisions of four (4) or fewer parcels and PMC Section 22.80.060(c) requires that the Planning Commission take action to recommend to the City Council conditional approval or denial of the subdivision map. At the Planning Commission meeting of July 12, 2016, the Planning Commission voted 6-0-1 (one member absent), to recommend approval of TPM 2015-181 to the City Council.

1.i.
February 21, 2017

DISCUSSION:

Subject Site and Surrounding Land Uses:

The proposed subdivision is located on the north side of La Paloma Avenue within a district noted to be one of the oldest established neighborhoods of Placentia known as Atwood. The table below shows surrounding existing land uses, zones, and General Plan Designations:

	Existing Land Use	Land Use Element General Plan Designation	Zoning Map Designation
Existing	Vacant single family dwelling	Low Density Residential	R-1 (Single Family Residential) & O (Oil Combining District)
Proposed	RJE Motorcars: Automotive Sales	Low Density Residential	R-1 & O
North	Industrial/Manufacturing	Low Density Residential	R-1 & O
South (across La Paloma Ave.)	Industrial/Manufacturing	Low Density Residential	R-1 & O
East	Industrial/Manufacturing	Low Density Residential	R-1 & O
West	Industrial/Manufacturing	Low Density Residential	R-1 & O

Existing Encroachment

The subject property identified as County Assessor's Parcel No. 346-172-23 is an existing 80 feet wide by 96 feet deep under-developed/vacant parcel within the Atwood neighborhood of Placentia. This neighborhood is one of the oldest residential communities of the City. Upon a site investigation, the applicant's engineer of record discovered existing monuments in the area that reveal that the easterly existing single-family neighbor encroaches onto the applicant's property, as shown in the attached parcel map exhibit attached to the Planning Commission staff report (Attachment 3). It is staff's opinion that many other properties may have the same condition in which the true property line is offset a few feet such that the dwellings, fences or related improvements encroach into the neighboring property. However, this Parcel map and the resulting requirement to establish an access easement will alleviate this issue.

Lot Standards

Title 22 (Subdivisions) of the PMC sets forth development standards defining the minimum lot width, lot depth and lot area for all parcels in all zoning districts to bring about orderly development throughout the City. The R-1 District standards require a minimum 7,000 square feet for all interior lots with a minimum frontage of 70 feet and 7,500 square feet for all corner lots with minimum frontage of 75. It should be noted that the code provides broad discretionary latitude to the City to make exceptions to these standards and allows for optional design and improvement standards, in this case, by the adjacent lot encroaching into the applicant's lot and interfering with the full 40 feet lot width standard required by the City. Therefore, the applicant is requesting the creation of a 3.86 feet wide access easement in favor of the neighbor so that the 1641 La Paloma Avenue property owner can continue to enjoy the use of their property through the use of this easement, without requiring removal of a portion of the structure to comply with City development standards.

PMC Section 22.16.060 reads as follows:

22.16.060 Optional design and improvement standards.

- (a) Request for optional design shall be in writing from the subdivider to the planning commission.
- (b) The planning commission shall recommend approval or denial of the request to the city council, based on the finding that a substantially improved community will/will not exist than could have been developed under the requirements of this title and those set forth in the zoning title.
- (c) The city council may, upon recommendation from the planning commission, authorize deviations in lot size, setbacks, and minimum lot frontages and widths when, in its own opinion, said deviations are necessary to create said improved community. However, in no instance, shall there be density greater than that permitted by the general plan. (Ord. 88-O-117 § 1, 1988)

The new proposed lot area is 3,840 sq. ft. is substandard in accordance with the PMC minimum lot area of 7,000 sq. ft. Furthermore, although Parcel 2 may meet the 40 foot lot width standard, the proposed 38.07-foot lot width allows the applicant to move forward with the subdivision and relieves the property owner at 1641 Paloma Avenue of the hardship associated with removing a portion of the dwelling unit that encroaches into the subject lot. Staff believes this optional design is justified since the applicant is offering a community benefit to the neighbor by offering the exclusive easement in order to resolve the encroachment problem.

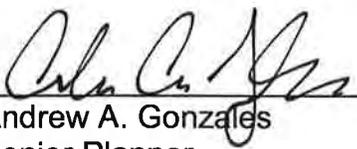
Environmental:

The proposed Parcel Map TPM 2015-181 was reviewed by Staff in accordance with the requirements of the California Environmental Quality Act ("CEQA"), Public Resources Code §§21000 *et seq.*, the State CEQA Guidelines, 14 C.C.R. §§15000 *et seq.*, and the Environmental Guidelines of the City of Placentia. Staff recommends that the Planning Commission exercise its independent judgment and find that TPM 2015-181 is exempt from CEQA pursuant to State CEQA Guidelines §15332, Class 32 Urban In-fill Exemption as it

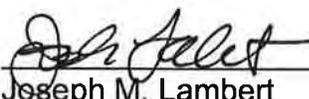
applies to projects characterized as in-fill developments that are consistent with the applicable General Plan and Zoning District designations, are "within city limits", are on a project site of no more than 5 acres, substantially surrounded by urban uses, served by existing utilities, and whose approval would not result in any significant effects relating to traffic, noise, air quality, and water quality.

Prepared by:

Reviewed and approved:



Andrew A. Gonzales
Senior Planner



Joseph M. Lambert
Director of Development Services

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Resolution No. PC-2016-09
2. Conditions of Approval
3. Placentia Commission Staff Report for TPM 2015-181 and Attachments
4. Minutes from July 12, 2016 Placentia Planning Commission Meeting

RESOLUTION NO. PC-2016-09

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF PLACENTIA APPROVING TENTATIVE MAP 2015-181 THEREBY APPROVING A SUBDIVISION OF THE LOT AND THE CONSTRUCTION OF 10 CONDOMINIUMS UNITS LOCATED AT 1633 La Paloma.

A. Recitals.

(i). Featured Horizon LLC, owner of the property located at 1633 La Paloma ("Applicant" hereinafter) heretofore filed an application for approval of Tentative Parcel Map (Condominium), as described in the title of this Resolution. Hereinafter, in this Resolution, is referred to as the "Application".

(ii). On July 12, 2016, this Commission conducted a duly noticed public hearing, as required by law, and concluded said hearing prior to the adoption of this Resolution.

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

B. Resolution.

NOW, THEREFORE, it is hereby found, determined and resolved by the Planning Commission of the City of Placentia as follows:

1. The Commission hereby specifically finds that all of the facts set forth in the Recitals, Part A, of this Resolution are true and correct.

2. Based upon substantial evidence presented to this Commission during the public hearing conducted with regard to the Application, including written staff reports, verbal testimony and development plans, this Commission hereby specifically finds as follows:

a. The proposed project will not be: (1) detrimental to the health, safety or general welfare of the persons residing or working within the neighborhood of the proposed development or within the city, or (2) injurious to the property or improvements within the neighborhood or within the city. Subject to compliance with the attached Conditions of Approval and Standard Development Requirements (Attachments "no. 10), this development complies with all applicable code requirements and development standards for Zoning of Title 23 Placentia Municipal Code Plan District and Title 22, Building Codes and Regulations of the Placentia Municipal Code.

b. The proposed use is consistent with the City's General Plan. The General Plan Land Use designation for the subject site is "R-1 Single-Family", and the proposed use does not involve any change in the land use of the subject site. The proposed project involves the development of a 2 unit housing project.

c. The proposed project as presented in the staff report and accompanying plans complies with all requirements of Chapter 23.12.080 of the R-1 Single Family District of the Placentia Municipal Code in that the rear yard and side yard setbacks meet the exceptions when modified standards are used and those proposed setbacks standards shall not be less than the minimum allowed pursuant to the provisions set forth in this Section of the Code. City Staff carefully examined the proposed development against the applicable development regulations prescribed in Title 23 (Zoning Ordinance), and determined it to be in substantial compliance. The proposed Development includes Conditions of Approval and Standard Development Requirements to ensure full compliance with applicable code requirements.

d. Conditions necessary to secure the purposes of this section, including guarantees and evidence of compliance with conditions are made part of this development approval. Attachments "2" contain Conditions of Approval and Standard Development requirements specific to this development application in order to provide assurances that the proposed construction of the 2 units and related on and off-site improvements are in compliance with applicable requirements of the Placentia Municipal Code.

e. That the proposed map is consistent with the General Plan. The proposed Tentative Tract Map is to support the construction of 2 units on the site. In an overall review of the General Plan, the proposed 2 unit development is consistent with all of the policies, programs, and goals. More specifically, it is a goal of the General Plan under policy 1.1 that, continuous vacant or underutilized parcels should be comprehensively planned for development to minimize effects on the City's suburban atmosphere." The subject site is an under developed .18 acre site that is improved with two single-family homes. Furthermore, it is an objective of the City's Housing Element to increase the overall housing stock within the City. This includes providing sufficient housing to meet the City's share of the Regional Housing Needs Assessment (RHNA). By allowing the proposed project to be constructed there will be an increase in the housing inventory by 2 units. For these reasons, approval of the Tentative Parcel Map is consistent with all

other goals, polices, programs, and land uses of applicable elements of the General Plan.

f. That the site is physically suitable for the type and density of development. The subject site is a .18 acre parcel, which has been designed to accommodate the units, as well as sufficient parking, landscaping, and open space. Based on this, the subject site is adequate to accommodate the R-1 zoning Designation.

g. That the design of the subdivision or type of improvements is not likely to cause serious public health problems. The proposed subdivision is to allow a 2 unit housing development.

h. That the design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision. As part of the review of the application, an extensive record research was completed. Additionally, the application submitted a preliminary title report with their application. Although several easements have been found, they are mostly for utility access only. All of the easements will be protected in place and will not be altered by the construction of the project.

i. That the design of the subdivision or the proposed improvements is not likely to cause substantial environmental damage or substantially and avoidably injure wildlife or their habitat. The subject site is an underutilized single family use that only has limited vegetation. There are no known areas within the City that host wildlife or their habitat, most particularly species.

j. The intent of the R-1 zone is to stabilize and retain the residential character and integrity of the district. The proposed project will create a new 2 unit housing community. The applicant has designed the community in a manner that accomplishes all of the goals of the General Plan and Zoning Code, while avoiding significant impacts to the neighboring properties by utilizing proper site design, good architecture, and providing active community open spaces. Furthermore, the proposed design will enhance the streetscape, thus providing a pleasing aspect to those driving on La Paloma Avenue.

k. The proposed development's site plan and its design features, including architecture and landscaping, will

integrate harmoniously and enhance the character and design of the site, the immediate neighborhood, and the surrounding areas of the City. Currently the site is underutilized with one single-family structure. The applicant is proposing to use a Modern Spanish Mediterranean architectural style, which includes tile roofs, window treatments, and covered porches with embellished recessed treatment. Furthermore, the applicant has proposed several types of trees that complement this style. The combination of architectural style and proposed landscaping, will serve to enhance the site and provide an aesthetic enhancement to the entire area, since it is an overall upgrade to the property and augments the quality of the streetscape.

1. The development meets the overall requirements of the zoning code. As such, the setbacks generally conform to the overall requirements of the zoning code.

2. The Planning Commission hereby recommends: (a). The City Council of the City of Placentia find that Notice Of Exemption, adopted with respect to the project was prepared in compliance with the California Environmental Quality Act ("CEQA"), California Public Resources Code §§ 21000, et seq., the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, §§ 15332 In-fill Development Projects, et seq., and the Environmental Impact Report Guidelines of the City of Placentia and that the Council review and consider the information contained in said Notice Of Exemption with respect to the Application;

(b). The Planning Commission find and determine that, based upon the findings set forth below, and changes and alterations which have been incorporated into and conditioned upon the proposed project, no significant adverse environmental effects will occur; and

4. Based upon the findings and conclusions set forth herein, this Planning Commission hereby approves Tentative Tract Map 17489, as modified herein, and specifically subject to the conditions set forth in Attachments "2" attached hereto and by this reference incorporated herein.

5. The Secretary to the Planning Commission shall:

- a. Certify to the adoption of this Resolution; and
- b. Forthwith transmit a certified copy of this Resolution, by certified mail, to the Applicant at the address of record set forth in the Application.

ADOPTED AND APPROVED this 12th day of July 2016.

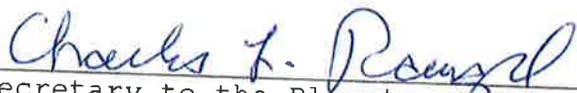

CHRISTINE SCHAEFER, Chairman

I, Charles Rangel, Secretary to the Planning Commission of the City of Placentia, do hereby certify that the foregoing Resolution was introduced at a regular meeting of the Planning Commission of the City of Placentia held on the 12th day of July, 2016, and was passed at this regular meeting of the Planning Commission of the City of Placentia held on the 12th day of July, 2016, by the following vote:

AYES: 6
NOES: 0
ABSENT: 1
ABSTAINED: 0

SCHAEFER
COMMISSION MEMBERS: FRANCINE, LEE, SOLOMONSON, TOMAZIC, PEREZ
COMMISSION MEMBERS:
COMMISSION MEMBERS: SCHENCK
COMMISSION MEMBERS:

ATTEST:


Secretary to the Planning Commission

APPROVED AS TO FORM


YOLANDA M. SUMMERHILL,
ASSISTANT CITY ATTORNEY

ATTACHMENT 2

Special Conditions of Approval and Standard Development Requirements for Tentative Parcel Map (TPM) 2015-181

SPECIAL CONDITIONS

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

***ALL OF THE FOLLOWING CONDITIONS OF APPROVAL OF TENTATIVE PARCEL MAP 2015-181, AND SHALL BE FULLY COMPLIED WITH PRIOR TO THE FINAL INSPECTION FOR USE AND OCCUPANCY OF THE PREMISES.**

CITY PLANNING DIVISION:

1. 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 actions by the City of Placentia Planning Commission.
2. The applicant shall, as a condition of project approval, at its sole expense, defend, indemnify and hold harmless the City, its officers, employees, agents and consultants from any claim, action, proceeding, liability or judgment against the City, its officers, employees, agents and/or consultants, which action seeks to set aside, void, annul or otherwise challenge any approval by the City Council, Planning Commission, or other City decision-making body or City staff action concerning applicant's project. The applicant shall pay the City's defense costs, including attorney fees and all other litigation-related expenses, and shall reimburse the City for any and all court costs, which the City may be required to pay as a result of such defense. The applicant shall further pay any adverse financial award which may issue against the City including but not limited to any award of attorney fees to a party challenging such project approval. The City shall retain the right to select its counsel of choice in any action referred to herein. The City agrees to promptly notify the applicant of any such claim filed against the City and to fully cooperate in the defense of any such action.
3. Approval of Tentative Parcel Map 2015-181 and the final map is contingent upon City Council Approval.
4. Tentative Parcel Map 2015-181 shall expire twenty-four (24) months after approval or conditional approval if a final map is not recorded. Upon written request, by the developer, the time limit may be extended a total of twelve (12) months by City Council.

5. A final map shall be prepared by or under the direction of a registered Civil engineer or licensed land surveyor in the State, as provided for in the Business and Professions Code.
6. Tentative Parcel Map 2015-181 shall comply with the applicable requirements of Title 22 Subdivisions of the Placentia Municipal Code.
7. The applicant shall comply with all provisions of the Placentia Municipal Code, including Chapter 23.76, Noise Control.
8. Any temporary signs or permanent signs shall be reviewed and approved by the City prior to fabrication and installation.
9. Property owner shall be responsible for maintaining the property, including the landscaped areas, walkways, and all paved surfaces, free from graffiti, debris and litter. Graffiti shall be removed by the applicant/business owner within 72 hours of defacement and/or upon notification by the City.
10. Any changes or modifications to the approved use shall be subject to review and approval by the Director of Development Services. The Director may determine if such change or modification requires approval by the Planning Commission.
27. Prior to the submittal of working drawings, five (5) site plans shall be submitted for the review and certification by the Director of Development Services and shall include the following information:
31. 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.
32. Prior to final release of the buildings for occupancy:
 - 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.
33. Complete project Landscape and irrigation plans shall comply with the provisions of Chapter 23.77, Xeriscape of the Placentia Municipal Code.
34. Applicant/builder is responsible, at its sole cost and expense, to cause all cable, telephone, electrical, and other utility services serving the property to be placed underground within the subject site. Prior to the issuance of building permits,

Applicant/builder shall submit a separate utility plan for each such utility service. The utility plan shall indicate the precise location of where all cable, telephone, electrical, and other utility services serving the property will be placed underground within the subject site, as well as the points of connection at the proposed building or buildings on the site and the public right-of-way. Prior to the submittal of the utility plans to the City, the plans shall be reviewed and approved by the utility companies. Evidence of approvals shall be in the form of a signed and dated approval stamp and/or approval letter. If the precise locations of future utility services cannot be reasonably ascertained prior to the issuance of building permits, upon prior written approval of the Director of Development Services, prior to issuance of a certificate of occupancy. Applicant/builder shall provide the City with "as built" plans showing the precise locations where all cable, telephone, electrical, and other utility services serving the property were placed underground within the subject site, as well as the points of connection at the building or buildings on the site and the public right-of-way.

35. Applicant/Builder shall establish a rodent abatement program prior to the demolition of existing structures on the property, or before any other on or off-site work. A detailed description of how this program will work shall be submitted to the City Planning Division for approval prior to obtaining a demolition permit.
36. Prior to the issuance of building permits, the developer shall submit for City approval a construction staging plan that indicates how safe vehicular and pedestrian access to the site will be maintained for the duration of the construction period. The construction staging plan shall include measures such as, but not limited to the following:
 - a. A telephone number and a name of a contact person for registering complaints or comments shall be posted in a clearly visible manner along the perimeter of the site.
 - b. A flag person shall be employed to direct traffic when construction vehicles access the project site and the construction staging area.
 - c. Alternate pedestrian routes to the site shall be clearly delineated with safe access to and the site.
 - d. If any sidewalk is blocked during construction, alternate routes for pedestrians and bicycles shall be clearly marked with signs approved by the City.
 - e. All access points shall be clearly marked during construction, and if an access point is blocked during construction, a detour sign to an alternate access point shall be clearly posted.

37. 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 Section 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.
38. Compliance shall be required with the City's Noise Control Ordinance during construction, Chapter 23.76 of the Placentia Municipal Code.
39. A solid block wall, a minimum of 6'-0" high shall be installed around the perimeter boundaries of the site along the north, east and west property lines, except that within the front yard setback, then the maximum height shall be 3'-0". Applicant shall repair any existing walls that will remain to the satisfaction of the City Building Official and Development Services Department.

CITY BUILDING DIVISION:

40. Lot line adjustment plans shall be prepared by a licensed California Civil Engineer who has the California Land Surveyor's license also.
41. Obtain asbestos clearance from Air Quality Manangement District (AQMD) prior to application for the demolition building permits (total 3 buildings) from the Building Division
42. New residential homes (2) need to have auto-fire sprinkler system throughout and fire sprinkler plans need to be reviewed & approved by the Orange County Fire Authority prior to the installations.

BUILDING DIVISION

Application: Tentative Parcel Map (TPM) 2015-181

Applicant: Brian Johnson

Location: 1633 La Paloma Avenue, Placentia CA 92870

Date: 5/4/16

STANDARD DEVELOPMENT REQUIREMENTS

1. CODE REQUIREMENTS (Compliance required with latest adopted):

Handicapped requirements _____

2013 California Building Code _____

 X

2013 California Green Building Code _____

 X

2013 California P/M Code _____

 X

National Electrical Code (2013 California Electrical Code) _____

 X

License Ordinance (Sub-contractor list) _____

 X

State of California Energy Conservation Standards _____

 X

Flood Plain Managements Regulations _____

 X

2. FEES (Fees & charges to be paid prior to recordation of final map or issuance of building permits.)

County Sewer Fee _____

 X

Building Permit, Plan Check, Contractor/Sub Contractor License Fee _____

 X

Recreation / Park in-lieu Fee _____

 X

Curb Identification Fee _____

 X

CITY ENGINEERING DIVISION:

- 61. Applicant shall call out wattage proposed for onsite light fixtures. Indicate if lights will be HPSV or LED- use civil standard. Height of light poles shall be acceptable to City Engineer.
- 62. Applicant shall call out 50 foot red curb on each side of driveway along N. Bradford Avenue, per July 23, 2012 Traffic Technical Memorandum.
- 63. A preliminary soils report shall be submitted to the satisfaction for the City Engineer.
- 64. Applicant shall call out basis of bearings, monuments found, and monuments to be set.
- 65. Any work performed within the public rights of way requires a City encroachment permit.

66. Applicant shall provide a utility plan for wet and dry utilities.
67. Fees, charges and deposits shall be paid prior to recordation of parcel or issuance of building permits.
68. A parcel map acceptable to the County Surveyor for recordation is required.
69. A grading plan acceptable to the City Engineer is required prior to issuance of building permits.

CITY POLICE DEPARTMENT:

70. Developer/Applicant shall comply with Placentia Police Department standard development requirements for security (See Attachment D)
71. The parking lot shall be lighted during the hours of business with a minimum maintained one foot candle of light on the parking surface. Trees and lights are to be coordinated and not located in the same spot. Light fixtures adjacent to residential uses are to have full cut offs, with no light trespass into the residential areas. Reduce the light pole height from 30 feet to 25 feet. Provide a photometric plan with landscape plan showing compliance.
72. Provide landscaping that will help *block* and shield the parking lot light fixtures from being seen from adjacent residences.
73. Install a solid wood or hollow metal door with deadbolt on the audio/video room and install an alarm on the door that will at least sound locally.
74. Exit doors shall have panic hardware with at least two locking points.

ORANGE COUNTY FIRE AUTHORITY:

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



Placentia Planning Commission

AGENDA STAFF REPORT

TO: PLANNING COMMISSION
FROM: CONTRACT SENIOR PLANNER
DATE: JULY 12, 2016
SUBJECT: **TENTATIVE PARCEL MAP 2015-181**

RECOMMENDATION:

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

1. Open the Public Hearing, concerning Tentative Parcel Map 2015-181; and
2. Receive the Staff Report and consider all public testimony; and
3. Close the Public Hearing; and
4. Adopt Resolution PC-2016-09, A Resolution of the Planning Commission of the City of Placentia, Approving Tentative Map 2015-181 Thereby Approving a Subdivision of the Lot and the Construction of the 2 Residential Units Located at 1633 La Paloma Avenue and making Findings in support thereof; and making Findings that the project is categorically exempt pursuant to the California Environmental Quality Act Guidelines (CEQA) set forth in Title 14 CCR § 15332 and the City of Placentia Environmental Guidelines.

REQUEST:

The applicant, Brian Johnson, DBA as Featured Horizon, LLC is requesting a 2 (two) unit parcel map subdivision located on the north side of La Paloma Avenue between Van Buren Street and Richfield Road at 1633 La Paloma Avenue in the R-1 (O) Single- Family Oil Overlay Zone District. Section 22.80.010 (a) requires a parcel map of all subdivisions of four (4) or fewer parcels.

DISCUSSION:

Section 22.80.010 (a) requires a parcel map for all subdivisions of four (4) or fewer parcels and Section 22.80.060 (c) requires that the Planning Commission take action to recommend to the City Council conditional approval or denial of the map.

Subject Site and Surrounding Land Uses:

The proposed subdivision is located on the north side of La Paloma in one of the oldest neighborhoods of Placentia known as Atwood. The chart on the next page shows surrounding existing land uses, zones, and General Plan Land Use Designations:

Surrounding Land Uses:

Location	Existing Land Use	Land Use Element General Plan Designation	Zoning Map Designation
Existing	Vacant single family dwelling	Low Density Residential	R-1 (O) Single-Family Residential Oil Overlay
Proposed	RJE Motorcars: Automotive Sales	Low Density Residential	R-1 (O) Single-Family Residential Oil Overlay
North	Industrial/Manufacturing	Low Density Residential	R-1 (O) Single-Family Residential Oil Overlay
South	Industrial/Manufacturing	Low Density Residential	R-1 (O) Single-Family Residential Oil Overlay
East	Industrial/Manufacturing	Low Density Residential	R-1 (O) Single-Family Residential Oil Overlay
West	Industrial/Manufacturing	Low Density Residential	R-1 (O) Single-Family Residential Oil Overlay

Existing Encroachment

The property in question (PIQ), identified as County Assessor's Parcel No. 346-172-23 is an existing 80 feet wide by 96 feet deep under developed/vacant parcel in the Atwood neighborhood. This neighborhood is one of the oldest residential communities of the City, which at one time was an incorporated city but was later unincorporated. Apparently, when the applicant's engineer of record found existing monuments in the area and surveyed the PIQ, it was discovered that the existing single-family neighbor located just to the east is actually encroaching on the applicant's property, as shown in the attached parcel plan (Attachment 2). It is believed that many other properties may have the same condition in which the real property line is offset a few feet such that the dwellings, fences or related improvements may encroach into the neighboring property.

Lot Standards

Title 22 Subdivisions of the Placentia Municipal Code sets forth development standards defining the minimum lot width, lot depth and lot area for all parcels in all zoning districts to bring about orderly development throughout the City. The R-1 District standards require a minimum 7,000 square feet for all interior lots with a minimum frontage of 70 feet and 7,500 square feet for all corner lots with minimum frontage of 75. It should be noted however that the code provides broad discretionary latitude to the City to make exceptions to these standards and allows for optional design and improvement standards, in this case, the neighboring dwelling lot is encroaching onto the applicant's lot and interfering with the full 40 feet lot width standard required by the City. The applicant's is therefore requesting the creation of a 3.86 feet wide access easement in favor of the

neighbor so that the 1641 La Paloma Avenue property owner can continue enjoy the use of their property through the use of this easement, otherwise, a portion of the structure would have to be removed.

Section 22.16.060 reads:

22.16.060 Optional design and improvement standards.

- (a) Request for optional design shall be in writing from the subdivider to the planning commission.
- (b) The planning commission shall recommend approval or denial of the request to the city council, based on the finding that a substantially improved community will/will not exist than could have been developed under the requirements of this title and those set forth in the zoning title.
- (c) The city council may, upon recommendation from the planning commission, authorize deviations in lot size, setbacks, and minimum lot frontages and widths when, in its own opinion, said deviations are necessary to create said improved community. However, in no instance, shall there be density greater than that permitted by the general plan. (Ord. 88-O-117 § 1, 1988)

The new proposed lot area minimum is 3,840 sq. ft. which is substandard because the minimum is 7,000 sq. ft. Furthermore, although the Parcel 2 lot may meet the 40 feet lot width standard, but only 38.07 feet is useable, however, because this design allows the applicant to move forward with his subdivision and relieves the property owner of 1641 Paloma Avenue of the hardship associated with removing a portion of the dwelling unit off the property that does not belong to him. Staff believes this optional design is justified since the applicant is offering a community benefit to the neighbor by offering the exclusive easement in order to resolve the encroachment problem.

CEQA:

The proposed Parcel Map TPM 2015-181 was reviewed by staff in accordance with the requirements of the California Environmental Quality Act ("CEQA"), Public Resources Code §§ 21000 *et seq.*, the State CEQA Guidelines, 14 C.C.R. §§ 15000 *et seq.*, and the Environmental Impact Report Guidelines of the City of Placentia. Staff recommends that the Planning Commission exercise its independent judgment and find that UP 2016-06 is exempt from CEQA pursuant to State CEQA Guidelines § 153332 Class 32 Urban In-fill Exemption as it applies to projects characterized as in-fill developments that are consistent with the applicable General Plan and Zoning District designations, are "within city limits", are on a project site of no more than 5 acres, substantially surrounded by urban uses, served by existing utilities, and whose approval would not result in any significant effects relating to traffic, noise, air quality, and water quality.

Prepared and submitted by:



Charles L. Rangel
Contract Senior Planner

Review and approved by:



Damien R. Arrula
Interim City Administrator

Attachments:

1. Resolution 2016-09
2. Conditions of Approval
3. Parcel Map

RESOLUTION NO. PC-2016-09

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF PLACENTIA APPROVING TENTATIVE MAP 2015-181 THEREBY APPROVING A SUBDIVISION OF THE LOT AND THE CONSTRUCTION OF 10 CONDOMINIUMS UNITS LOCATED AT 1633 La Paloma.

A. Recitals.

(i). Featured Horizon LLC, owner of the property located at 1633 La Paloma ("Applicant" hereinafter) heretofore filed an application for approval of Tentative Parcel Map (Condominium), as described in the title of this Resolution. Hereinafter, in this Resolution, is referred to as the "Application".

(ii). On July 12, 2016, this Commission conducted a duly noticed public hearing, as required by law, and concluded said hearing prior to the adoption of this Resolution.

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

B. Resolution.

NOW, THEREFORE, it is hereby found, determined and resolved by the Planning Commission of the City of Placentia as follows:

1. The Commission hereby specifically finds that all of the facts set forth in the Recitals, Part A, of this Resolution are true and correct.

2. Based upon substantial evidence presented to this Commission during the public hearing conducted with regard to the Application, including written staff reports, verbal testimony and development plans, this Commission hereby specifically finds as follows:

a. The proposed project will not be: (1) detrimental to the health, safety or general welfare of the persons residing or working within the neighborhood of the proposed development or within the city, or (2) injurious to the property or improvements within the neighborhood or within the city. Subject to compliance with the attached Conditions of Approval and Standard Development Requirements (Attachments "no. 10), this development complies with all applicable code requirements and development standards for Zoning of Title 23. Placentia Municipal Code Plan District and Title 22, Building Codes and Regulations of the Placentia Municipal Code.

b. The proposed use is consistent with the City's General Plan. The General Plan Land Use designation for the subject site is "R-1 Single-Family", and the proposed use does not involve any change in the land use of the subject site. The proposed project involves the development of a 2 unit housing project.

c. The proposed project as presented in the staff report and accompanying plans complies with all requirements of Chapter 23.12.080 of the R-1 Single Family District of the Placentia Municipal Code in that the rear yard and side yard setbacks meet the exceptions when modified standards are used and those proposed setbacks standards shall not be less than the minimum allowed pursuant to the provisions set forth in this Section of the Code. City Staff carefully examined the proposed development against the applicable development regulations prescribed in Title 23 (Zoning Ordinance), and determined it to be in substantial compliance. The proposed Development includes Conditions of Approval and Standard Development Requirements to ensure full compliance with applicable code requirements.

d. Conditions necessary to secure the purposes of this section, including guarantees and evidence of compliance with conditions are made part of this development approval. Attachments "2" contain Conditions of Approval and Standard Development requirements specific to this development application in order to provide assurances that the proposed construction of the 2 units and related on and off-site improvements are in compliance with applicable requirements of the Placentia Municipal Code.

e. That the proposed map is consistent with the General Plan. The proposed Tentative Tract Map is to support the construction of 2 units on the site. In an overall review of the General Plan, the proposed 2 unit development is consistent with all of the policies, programs, and goals. More specifically, it is a goal of the General Plan under policy 1.1 that, continuous vacant or underutilized parcels should be comprehensively planned for development to minimize effects on the City's suburban atmosphere." The subject site is an under developed .18 acre site that is improved with two single-family homes. Furthermore, it is an objective of the City's Housing Element to increase the overall housing stock within the City. This includes providing sufficient housing to meet the City's share of the Regional Housing Needs Assessment (RHNA). By allowing the proposed project to be constructed there will be an increase in the housing inventory by 2 units. For these reasons, approval of the Tentative Parcel Map is consistent with all

other goals, polices, programs, and land uses of applicable elements of the General Plan.

f. That the site is physically suitable for the type and density of development. The subject site is a .18 acre parcel, which has been designed to accommodate the units, as well as sufficient parking, landscaping, and open space. Based on this, the subject site is adequate to accommodate the R-1 zoning Designation.

g. That the design of the subdivision or type of improvements is not likely to cause serious public health problems. The proposed subdivision is to allow a 2 unit housing development.

h. That the design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision. As part of the review of the application, an extensive record research was completed. Additionally, the application submitted a preliminary title report with their application. Although several easements have been found, they are mostly for utility access only. All of the easements will be protected in place and will not be altered by the construction of the project.

i. That the design of the subdivision or the proposed improvements is not likely to cause substantial environmental damage or substantially and avoidably injure wildlife or their habitat. The subject site is an underutilized single family use that only has limited vegetation. There are no known areas within the City that host wildlife or their habitat, most particularly species.

j. The intent of the R-1 zone is to stabilize and retain the residential character and integrity of the district. The proposed project will create a new 2 unit housing community. The applicant has designed the community in a manner that accomplishes all of the goals of the General Plan and Zoning Code, while avoiding significant impacts to the neighboring properties by utilizing proper site design, good architecture, and providing active community open spaces. Furthermore, the proposed design will enhance the streetscape, thus providing a pleasing aspect to those driving on La Paloma Avenue.

k. The proposed development's site plan and its design features, including architecture and landscaping, will

integrate harmoniously and enhance the character and design of the site, the immediate neighborhood, and the surrounding areas of the City. Currently the site is underutilized with one single-family structure. The applicant is proposing to use a Modern Spanish Mediterranean architectural style, which includes tile roofs, window treatments, and covered porches with embellished recessed treatment. Furthermore, the applicant has proposed several types of trees that complement this style. The combination of architectural style and proposed landscaping, will serve to enhance the site and provide an aesthetic enhancement to the entire area, since it is an overall upgrade to the property and augments the quality of the streetscape.

1. The development meets the overall requirements of the zoning code. As such, the setbacks generally conform to the overall requirements of the zoning code.

2. The Planning Commission hereby recommends: (a). The City Council of the City of Placentia find that Notice Of Exemption, adopted with respect to the project was prepared in compliance with the California Environmental Quality Act ("CEQA"), California Public Resources Code §§ 21000, *et seq.*, the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, §§ 15332 In-fill Development Projects, *et seq.*, and the Environmental Impact Report Guidelines of the City of Placentia and that the Council review and consider the information contained in said Notice Of Exemption with respect to the Application;

(b). The Planning Commission find and determine that, based upon the findings set forth below, and changes and alterations which have been incorporated into and conditioned upon the proposed project, no significant adverse environmental effects will occur; and

4. Based upon the findings and conclusions set forth herein, this Planning Commission hereby approves Tentative Tract Map 17489, as modified herein, and specifically subject to the conditions set forth in Attachments "2" attached hereto and by this reference incorporated herein.

5. The Secretary to the Planning Commission shall:

- a. Certify to the adoption of this Resolution; and
- b. Forthwith transmit a certified copy of this Resolution, by certified mail, to the Applicant at the address of record set forth in the Application.

ADOPTED AND APPROVED this 12th day of July 2016.

CHRISTINE SCHAEFER, Chairman

I, Charles Rangel, Secretary to the Planning Commission of the City of Placentia, do hereby certify that the foregoing Resolution was introduced at a regular meeting of the Planning Commission of the City of Placentia held on the 12th day of July, 2016, and was passed at this regular meeting of the Planning Commission of the City of Placentia held on the 12th day of July, 2016, by the following vote:

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

ATTEST:

Secretary to the Planning Commission

APPROVED AS TO FORM

YOLANDA M. SUMMERHILL,
ASSISTANT CITY ATTORNEY

ATTACHMENT 2

Special Conditions of Approval and Standard Development Requirements for Tentative Parcel Map (TPM) 2015-181

SPECIAL CONDITIONS

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

***ALL OF THE FOLLOWING CONDITIONS OF APPROVAL OF TENTATIVE PARCEL MAP 2015-181, AND SHALL BE FULLY COMPLIED WITH PRIOR TO THE FINAL INSPECTION FOR USE AND OCCUPANCY OF THE PREMISES.**

CITY PLANNING DIVISION:

1. 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 actions by the City of Placentia Planning Commission.
2. The applicant shall, as a condition of project approval, at its sole expense, defend, indemnify and hold harmless the City, its officers, employees, agents and consultants from any claim, action, proceeding, liability or judgment against the City, its officers, employees, agents and/or consultants, which action seeks to set aside, void, annul or otherwise challenge any approval by the City Council, Planning Commission, or other City decision-making body or City staff action concerning applicant's project. The applicant shall pay the City's defense costs, including attorney fees and all other litigation-related expenses, and shall reimburse the City for any and all court costs, which the City may be required to pay as a result of such defense. The applicant shall further pay any adverse financial award which may issue against the City including but not limited to any award of attorney fees to a party challenging such project approval. The City shall retain the right to select its counsel of choice in any action referred to herein. The City agrees to promptly notify the applicant of any such claim filed against the City and to fully cooperate in the defense of any such action.
3. Approval of Tentative Parcel Map 2015-181 and the final map is contingent upon City Council Approval.
4. Tentative Parcel Map 2015-181 shall expire twenty-four (24) months after approval or conditional approval if a final map is not recorded. Upon written request, by the developer, the time limit may be extended a total of twelve (12) months by City Council.

5. A final map shall be prepared by or under the direction of a registered Civil engineer or licensed land surveyor in the State, as provided for in the Business and Professions Code.
6. Tentative Parcel Map 2015-181 shall comply with the applicable requirements of Title 22 Subdivisions of the Placentia Municipal Code.
7. The applicant shall comply with all provisions of the Placentia Municipal Code, including Chapter 23.76, Noise Control.
8. Any temporary signs or permanent signs shall be reviewed and approved by the City prior to fabrication and installation.
9. Property owner shall be responsible for maintaining the property, including the landscaped areas, walkways, and all paved surfaces, free from graffiti, debris and litter. Graffiti shall be removed by the applicant/business owner within 72 hours of defacement and/or upon notification by the City.
10. Any changes or modifications to the approved use shall be subject to review and approval by the Director of Development Services. The Director may determine if such change or modification requires approval by the Planning Commission.
27. Prior to the submittal of working drawings, five (5) site plans shall be submitted for the review and certification by the Director of Development Services and shall include the following information:
 31. 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.
 32. Prior to final release of the buildings for occupancy:
 - 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.
 33. Complete project Landscape and irrigation plans shall comply with the provisions of Chapter 23.77, Xeriscape of the Placentia Municipal Code.
 34. Applicant/builder is responsible, at its sole cost and expense, to cause all cable, telephone, electrical, and other utility services serving the property to be placed underground within the subject site. Prior to the issuance of building permits,

Applicant/builder shall submit a separate utility plan for each such utility service. The utility plan shall indicate the precise location of where all cable, telephone, electrical, and other utility services serving the property will be placed underground within the subject site, as well as the points of connection at the proposed building or buildings on the site and the public right-of-way. Prior to the submittal of the utility plans to the City, the plans shall be reviewed and approved by the utility companies. Evidence of approvals shall be in the form of a signed and dated approval stamp and/or approval letter. If the precise locations of future utility services cannot be reasonably ascertained prior to the issuance of building permits, upon prior written approval of the Director of Development Services, prior to issuance of a certificate of occupancy. Applicant/builder shall provide the City with "as built" plans showing the precise locations where all cable, telephone, electrical, and other utility services serving the property were placed underground within the subject site, as well as the points of connection at the building or buildings on the site and the public right-of-way.

35. Applicant/Builder shall establish a rodent abatement program prior to the demolition of existing structures on the property, or before any other on or off-site work. A detailed description of how this program will work shall be submitted to the City Planning Division for approval prior to obtaining a demolition permit.
36. Prior to the issuance of building permits, the developer shall submit for City approval a construction staging plan that indicates how safe vehicular and pedestrian access to the site will be maintained for the duration of the construction period. The construction staging plan shall include measures such as, but not limited to the following:
 - a. A telephone number and a name of a contact person for registering complaints or comments shall be posted in a clearly visible manner along the perimeter of the site.
 - b. A flag person shall be employed to direct traffic when construction vehicles access the project site and the construction staging area.
 - c. Alternate pedestrian routes to the site shall be clearly delineated with safe access to and the site.
 - d. If any sidewalk is blocked during construction, alternate routes for pedestrians and bicycles shall be clearly marked with signs approved by the City.
 - e. All access points shall be clearly marked during construction, and if an access point is blocked during construction, a detour sign to an alternate access point shall be clearly posted.

37. 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 Section 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.
38. Compliance shall be required with the City's Noise Control Ordinance during construction, Chapter 23.76 of the Placentia Municipal Code.
39. A solid block wall, a minimum of 6'-0" high shall be installed around the perimeter boundaries of the site along the north, east and west property lines, except that within the front yard setback, then the maximum height shall be 3'-0". Applicant shall repair any existing walls that will remain to the satisfaction of the City Building Official and Development Services Department.

CITY BUILDING DIVISION:

40. Lot line adjustment plans shall be prepared by a licensed California Civil Engineer who has the California Land Surveyor's license also.
41. Obtain asbestos clearance from Air Quality Management District (AQMD) prior to application for the demolition building permits (total 3 buildings) from the Building Division
42. New residential homes (2) need to have auto-fire sprinkler system throughout and fire sprinkler plans need to be reviewed & approved by the Orange County Fire Authority prior to the installations.

BUILDING DIVISION

Application: Tentative Parcel Map (TPM) 2015-181
Applicant: Brian Johnson
Location: 1633 La Paloma Avenue, Placentia CA 92870
Date: 5/4/16

STANDARD DEVELOPMENT REQUIREMENTS

1. CODE REQUIREMENTS (Compliance required with latest adopted):
- | | |
|--|--------------|
| Handicapped requirements | _____ |
| 2013 California Building Code | |
| <u> X </u> | |
| 2013 California Green Building Code | |
| <u> X </u> | |
| 2013 California P/M Code | <u> X </u> |
| National Electrical Code (2013 California Electrical Code) | <u> X </u> |
| License Ordinance (Sub-contractor list) | <u> X </u> |
| State of California Energy Conservation Standards | <u> X </u> |
| Flood Plain Managements Regulations | <u> X </u> |
2. FEES (Fees & charges to be paid prior to recordation of final map or issuance of building permits.)
- | | |
|--|--------------|
| County Sewer Fee | <u> X </u> |
| Building Permit, Plan Check, Contractor/Sub Contractor License Fee | <u> X </u> |
| Recreation / Park in-lieu Fee | <u> X </u> |
| Curb Identification Fee | <u> X </u> |

CITY ENGINEERING DIVISION:

61. Applicant shall call out wattage proposed for onsite light fixtures. Indicate if lights will be HPSV or LED- use civil standard. Height of light poles shall be acceptable to City Engineer.
62. Applicant shall call out 50 foot red curb on each side of driveway along N. Bradford Avenue, per July 23, 2012 Traffic Technical Memorandum.
63. A preliminary soils report shall be submitted to the satisfaction for the City Engineer.
64. Applicant shall call out basis of bearings, monuments found, and monuments to be set.
65. Any work performed within the public rights of way requires a City encroachment permit.

66. Applicant shall provide a utility plan for wet and dry utilities.
67. Fees, charges and deposits shall be paid prior to recordation of parcel or issuance of building permits.
68. A parcel map acceptable to the County Surveyor for recordation is required.
69. A grading plan acceptable to the City Engineer is required prior to issuance of building permits.

CITY POLICE DEPARTMENT:

70. Developer/Applicant shall comply with Placentia Police Department standard development requirements for security (See Attachment D)
71. The parking lot shall be lighted during the hours of business with a minimum maintained one foot candle of light on the parking surface. Trees and lights are to be coordinated and not located in the same spot. Light fixtures adjacent to residential uses are to have full cut offs, with no light trespass into the residential areas. Reduce the light pole height from 30 feet to 25 feet. Provide a photometric plan with landscape plan showing compliance.
72. Provide landscaping that will help *block* and shield the parking lot light fixtures from being seen from adjacent residences.
73. Install a solid wood or hollow metal door with deadbolt on the audio/video room and install an alarm on the door that will at least sound locally.
74. Exit doors shall have panic hardware with at least two locking points.

ORANGE COUNTY FIRE AUTHORITY:

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

VESTING TENTATIVE PARCEL MAP NO. 2015-181

PROPERTY DESCRIPTION

ALL THAT PORTION OF LOT 38 OF HAZARD'S SUBDIVISION, AS SHOWN ON A MAP FILED IN SANBET COUNTY RECORDS, BEING THE FOLLOWING: PARCELS 1 AND 2, BEING THE FOLLOWING: BEING A 1.1 ACRE TRACT WITH NORTH AND NORTH EAST 8020 FEET FROM THE SOUTHWEST CORNER OF LOT 38 OF HAZARD'S SUBDIVISION, THENCE NORTH 89°53' EAST 80 FEET TO A POINT, THENCE NORTH 89°53' EAST 80 FEET TO THE POINT OF BEGINNING, COUNTY ASSessor'S PARCEL NUMBER(S) 346-119-23

BASIS OF BEARINGS

THE CONTAINS OF LA PALOMA AVENUE BEING 89°53'37" AS SHOWN ON THE RECORD OF SURVEY RECORDED IN BOOK 190 PAGES 8-13 IN SANBET COUNTY.

GENERAL NOTES

1. THIS MAP IS THE PROPERTY OF THE ENGINEER.
2. THE ENGINEER HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND IT TO BE ACCURATELY DESCRIBED.
3. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
4. THE ENGINEER HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND IT TO BE ACCURATELY DESCRIBED.
5. THE ENGINEER HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND IT TO BE ACCURATELY DESCRIBED.
6. THE ENGINEER HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND IT TO BE ACCURATELY DESCRIBED.
7. THE ENGINEER HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND IT TO BE ACCURATELY DESCRIBED.
8. THE ENGINEER HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND IT TO BE ACCURATELY DESCRIBED.

STATEMENT OF OWNERSHIP

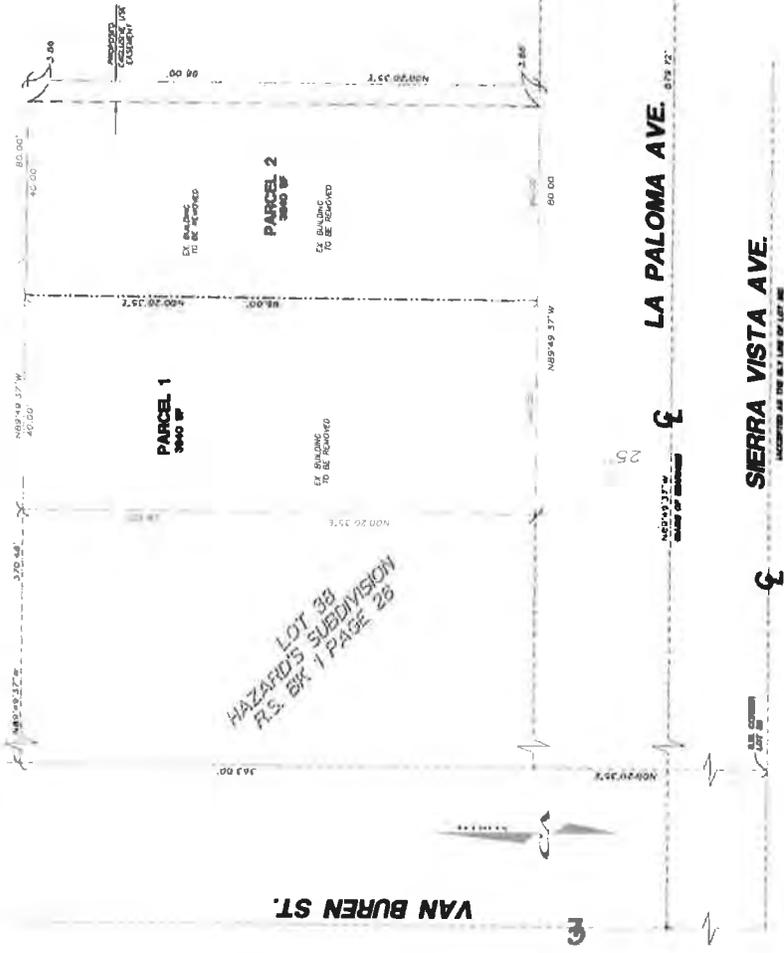
I HEREBY CERTIFY THAT THIS MAP WAS PREPARED UNDER MY SUPERVISION AND THAT THE OWNERS OF THE PROPERTY HAVE KNOWNLEDGE OF AND CONSENTS TO THE FILING OF THIS MAP.

FRED CORNWELL RFE 4005 DATE _____



LEGEND

- PROP. LOT LINE
- BOUNDARY LINE
- EX. CURB



GRAPHIC SCALE



SUBDIVIDER/OWNER

CHAMP DEVELOPMENT
1000 S. BAYVIEW AVE. SUITE 100
MOUNTAIN VIEW, CA 94039

PREPARED BY:

CA ENGINEERING, INC.
Professional Engineers
1000 S. BAYVIEW AVE. SUITE 100
MOUNTAIN VIEW, CA 94039
949-721-8888 FAX 949-721-8888

DATE	June 23, 2015
FILE NO.	1517-2
SHEET NO.	1
TOTAL SHEETS	1

**PLACENTIA PLANNING COMMISSION
MINUTES OF THE REGULAR MEETING**

July 12, 2016

The regular meeting of the Placentia Planning Commission on July 12, 2016 was called to order at 6:33 p.m. in the Placentia Council Chambers, 401 East Chapman Avenue, Placentia, by Chair Schaefer.

ROLL CALL:

PRESENT: Commissioner Francine, Lee, Solomonson, Tomazic, Perez, Schaefer
ABSENT: Schenck (Excused)

PLEDGE OF ALLEGIANCE: Vice Chair Perez

OTHERS PRESENT: Yolanda Summerhill, Assistant City Attorney
Charles Rangel, Senior Planner
Elsa Villagrana, Secretary

ORAL COMMUNICATIONS: None

CONSENT CALENDER:

1. Minutes

Planning Commission Meeting – December 8, 2015

Recommended Action: Approve

Motion by Solomonson seconded by Schaefer carried a (4-1-1) vote to approve the recommended actions.

Ayes: Francine, Lee, Solomonson, Perez, Schaefer

Noes: None

Abstain: Tomazic,

Absent: Schenck

Planning Commission Meeting – January 12, 2016

Recommended Action: Approve

Motion by Solomonson seconded by Francine carried a (4-2-1) vote to approve the recommended actions.

Ayes: Francine, Lee, Solomonson, Tomazic

Noes: None

Abstain: Perez, Schaefer

Absent: Schenck

PUBLIC HEARING:

**2. Applicant: Brian Johnson, DBA as Featured Horizons
Project Location: 1633 La Paloma Avenue**

Tentative Parcel Map 2015-181:

Recommended Actions: It is recommended that the Planning Commission:

- a. Open the Public Hearing, concerning Tentative Parcel Map 2015-181, Receive the staff report and consider all Public Testimony; and
- b. Adopt Resolution PC-2016-09, A Resolution of the Planning Commission of the City of Placentia, Approving Tentative Map 2015-181 Thereby Approving a Subdivision of the Lot and the Construction of the 2 Residential Units Located at 1633 La Paloma and Making Findings in Support Thereof; and
- c. Close the Public Hearing; and
- d. Find that the project is categorically exempt pursuant to the California Environmental Quality Act Guidelines (CEQA) set forth in Title 14 CCR § 15332 and the City of Placentia Environmental Guidelines.

Chair Schaefer opened the Public Hearing at 6:43 p.m.

The applicant Brian Johnson explained the issues surrounding the parcel. He noted that two separate engineers surveyed the parcel to determine the lot-line. Mr. Johnson stated that if the project is approved by the Planning Commission he plans to build a single-family residence to redevelop the area.

Commissioner Lee inquired why this item required a Tentative Parcel Map instead of a Lot Line Adjustment.

Senior Planner Rangel commented that due to the zoning code standards for the location, a Tentative Parcel Map is required.

Mr. Safi Vani commented that he owns a property in the city that has the same issue. He expressed excitement that the Planning Commission is considering TPM 2015-18. He noted in the future he will be submitting a planning application for his project.

Chair Schaefer closed the Public Hearing at 6:56 p.m.

Motion by Schaefer, seconded by Tomazic carried a (6-0) vote to approve the recommended actions.

Ayes: Francine, Lee, Solomonson, Tomazic, Perez, Schaefer

Noes:

Abstain:

Absent: Schenck

3. **Applicant: RJE Motorcars**
Project Location: 1940 Petra Lane

Use Permit 2016-06:

Recommended Actions: It is recommended that the Planning Commission:

- a. Open the Public Hearing, concerning UP 2016-06, Receive the staff report and consider all Public Testimony; and
- b. Making Findings and Approving Resolution 2016-06 and Making Findings in Support Thereof; and
- c. Close the Public Hearing; and
- d. Adopt Resolution PC-2016-06, A Resolution of the Planning Commission of the City of Placentia, approving Use Permit No. 2016-06 and Making Findings to Permit the Operation of a Retail Automotive Sales with a +/- 4,869 Square Foot

Commercial Industrial Suite, Located at 1940 Petra Lane, Suite C in "M" Manufacturing Zoning District; and Making Findings that the project is categorically exempt pursuant to the California Environmental Quality Act Guidelines (CEQA) set forth in Title 14 CCR § 15301 and the City of Placentia Environmental Guidelines.

Chair Schaefer opened the Public Hearing at 6:57 PM.

Senior Planner Rangel provided a summary of the proposed use at 1970 Petra Lane. He stated that the applicant is applying for a Use Permit for a small dealership focused on the sales of pre-owned late model passenger autos.

Applicant John Mattarollo stated that RJE Motors is an extension from Exclusive Motors. He noted that the sales are conducted online and appointments are set up with the buyers.

Chair Schafer closed the Public Hearing at 7:03 p.m.

Chair Schaefer asked if Exclusive Motors is still in business.

Senior Planner Rangel stated that Exclusive Motors is still in business.

Chair Schaefer asked the applicant when he expected to open the business.

Mr. Mattarollo stated that the Department of Motor Vehicles is waiting for approval of the business from the Planning Commission. He noted that after the Planning Commission approves the item, they expect to be open within 30 days.

Chair Schaefer asked the applicant if they purchase vehicles from auto auctions.

The applicant stated they acquired the vehicles before they go to the auction. In addition, they sell the vehicles they received as trade-in. Mr. Mattarollo stated they preferred to purchase and sell vehicles that they know the service history.

Motion by Solomonson, seconded by Francine carried a (6-0) vote to approve the recommended actions.

Ayes: Francine, Lee, Solomonson, Tomazic, Perez, Schaefer

Noes:

Abstain:

Absent: Schenck

4. **Applicant: Haipeng Xu DBA Palm Massage**
Project Location: 1154 E. Imperial Highway

Use Permit 2016-06

Recommended Actions: It is recommended that the Planning Commission:

- a. Open the Public Hearing, concerning Use Permit 2016-06, Receive the staff report and consider all Public Testimony; and
- b. Adopt Resolution PC-2016-10, A Resolution of the Planning Commission of the City of Placentia, approving Use Permit No. 2016-06 for a massage establishment on the property located at 1154 E Imperial Highway and Making Findings in Support Thereof; and
- c. Close the Public Hearing; and

- d. Find that that the project is categorically exempt pursuant to the California Environmental Quality Act Guidelines (CEQA) set forth in Title 14 CCR § 15301 and the City of Placentia Environmental Guidelines.

Chair Schaefer opened the Public Hearing at 7:08 PM.

Senior Planner Rangel provided the Commission a staff report on UP-2016-06.

He stated that Palm Massage is an existing business and has operated since June 2012. He noted that in 2009, the California legislature eliminated local control of massage establishment. The California legislature recently gave back local control of massage establishments to municipalities. Mr. Rangel commented that earlier this year, City Council approved an ordinance, which requires all massage applicants to apply for a use permit for the operation of a massage establishment.

He noted that staff has begun implementing this ordinance and UP 2016-06 is the first application they are presenting to the Commission. Rangel stated that all massage business in the City have been notified by mail that they have to comply with the new ordinance. He noted that

Chair Schaefer asked if all the employees in the establishment have all the required training licenses required by the City's municipal code.

Senior Planner Rangel stated that the City requires every individual technician to have a background conducted by the Police Department. He noted that every technician employed by Palm Massage has met this requirement.

Chair Schaefer asked if there was any history of service calls with this massage establishment.

Senior Planner Rangel noted the report they received from Police Department that there were no report of prior criminal activity at this location.

Mr. Richard Ramirez addressed the commission and indicated the applicant was present. He stated that he will be translating for the applicant. He noted the applicant understands English and asked if someone present spoke Mandarin Chinese.

Commissioner Lee stated he spoke Mandarin Chinese.

The Applicant Haipeng Xu was invited to speak. Commissioner Lee translated for the applicant. The conversation was conducted in Mandarin Chinese.

Commissioner Lee asked the applicant if they understood the Conditions of Approval.

Mr. Xu stated he understands the conditions. He stated he did not understand why, if he has been operated for four years , does he have to apply for a Use Permit .

Commissioner Lee explained to the applicant the ordinance and that all massage establishments in the business have to comply with it.

Commissioner Solomonson asked the applicant if they understood his business is not the only massage business that is subject to the new City ordinance.

Commissioner Lee asked the applicant Mr. Solomonson's question.

Chair Schaefer stated that in the past there have been issues with massage businesses in the City. She noted that this why the City implemented this ordinance.

Commissioner Lee translated this statement to the Applicant and reiterated that he is not being single out.

Chair Schaefer commented to the Applicant that the Commission's is pleased to hear there have not been any issues associated with this business.

Chair Schafer closed the Public Hearing at 7:26 p.m.

Motion by Solomonson, seconded by Tomazic carried a (6-0) vote to approve the recommended actions.

Ayes: Francine, Lee, Solomonson, Tomazic, Perez, Schaefer

Noes:

Abstain:

Absent: Schenck

OLD BUSINESS: None

NEW BUSINESS: None

DEVELOPMENT REPORT:

Senior Planner Rangel commented that there is nothing to report at this time.

DIRECTOR'S REPORT:

Senior Planner Rangel informed the Commission that Orange County Transpiration Authority has approved the approved the funding and cooperative agreement for a new Metrolink Station and parking structure in the City.

Mr. Rangel commented that his working with Toll Brothers who own a parcel on Rose Drive and Alta Vista on a tentative tract map.

He noted that staff is working on a Transit Oriented Development zone and will bring a draft to the Commission for approval in the future.

PLANNING COMMISSION REQUESTS:

Vice Chair Perez asked for a status update on the old Don-a-Vee sign.

Mr. Rangel stated staff is working with the same vendor who is installing the digital billboards on replacing the old Don-a-Vee sign with an electronic sign. He commented that the billboard's structure is being installed.

ADJOURNMENT

Chair Schaefer adjourned the Planning Commission meeting at 7:36 p.m. to a regular meeting on Tuesday, August 9, 2016 at 6:30 p.m. in the City Council Chambers at 401 East Chapman Avenue, Placentia.

Submitted by,



Charles L. Rangel,
Senior Planner



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: CITY ADMINISTRATOR
FROM: INTERIM CHIEF FINANCIAL OFFICER
DATE: FEBRUARY 21, 2017
SUBJECT: **NOVEMBER 2016 (PRELIMINARY) TREASURER'S REPORT**
FISCAL
IMPACT: NONE

SUMMARY:

The Finance Department has prepared a monthly Treasurer's Report for the month of November 2016. The Treasurer's Report includes all investments managed by the City and investments held by trustees.

RECOMMENDATION:

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

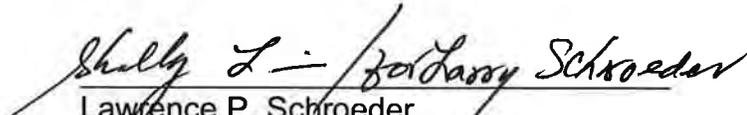
1. Receive and file the November 2016 (Preliminary) Treasurer's Report.

DISCUSSION:

Government Code § 53646 states that the Treasurer or Chief Financial Officer of the City may render a report on investments at least quarterly to the legislative body. The attached Treasurer's Report reflects the City's investment portfolio for the month of November 2016 (Preliminary). The City Treasurer has reviewed and signed the attached report.

Prepared by:

Reviewed and approved:


Lawrence P. Schroeder
Interim Chief Financial Officer


Damien R. Arrula
City Administrator

Attachment:

November 2016 (Preliminary) Treasurer's Report

3.a.

February 21, 2017

City of Placentia

CITY TREASURER'S REPORT

NOVEMBER 2016
(Preliminary)

Fiscal Year 2016-17



CITY OF PLACENTIA TREASURER'S REPORT
SUMMARY OF CASH & INVESTMENTS
AS OF NOVEMBER 30, 2016 (Preliminary)

CASH & INVESTMENTS HELD BY CITY				
	Percent of Portfolio	Current Yield	Cost	Market Value
<u>Invested</u>				
Local Agency Investment Fund	23.89%	0.63%	\$ 1,333,680.29	\$ 1,333,680.29
Certificates of Deposit	21.94%	Varies	\$ 1,225,000.00	\$ 1,237,409.25
<u>Non-Invested</u>				
Checking Accounts	54.17%		\$ 3,024,414.91	\$ 3,024,414.91
Total Cash & Investments Held by City	100.00%		\$ 5,583,095.20	\$ 5,595,504.45

CASH & INVESTMENTS HELD BY FISCAL AGENT				
	Percent of Portfolio	Current Yield	Cost	Market Value
Money Market Mutual Funds & Treasury Obligations	100.00%		\$ 1,649,160.48	\$ 1,649,160.48
	100.00%		\$ 1,649,160.48	\$ 1,649,160.48

TOTAL CASH AND INVESTMENTS	
Cash & Investments Held by City and Fiscal Agent - Market Value	\$ 7,244,664.93

CITY OF PLACENTIA TREASURER'S REPORT

**CASH AND INVESTMENT DETAIL - CITY
AS OF NOVEMBER 30, 2016 (Preliminary)**

HELD BY CITY						
Agency	Investment Description	Current Yield	Purchase Date	Maturity Date	Purchase Price	Market Value
CASH:						
Bank of America - General Checking	Account No. 143128-0221	N/A	N/A	On Demand	\$ 2,947,308.34	\$ 2,947,308.34
Bank of America - Workers' Comp	Account No. 143188-0525	N/A	N/A	On Demand	\$ 63,166.11	\$ 63,166.11
Bank of America - Healthcare	Account No. 143138-0513	N/A	N/A	On Demand	\$ 13,628.34	\$ 13,628.34
Bank of America - Successor Agency	Checking Acct	N/A	N/A	On Demand	\$ -	\$ -
Multi-Bank Securities Cash Account	Cash / Bank Deposits	N/A	N/A	On Demand	\$ 312.12	\$ 312.12
Total Cash					\$ 3,024,414.91	\$ 3,024,414.91
INVESTMENTS:						
Local Agency Investment Fund	City Account No. 98-30-678	0.63%	N/A	On Demand	\$ 1,333,680.29	\$ 1,333,680.29
Multi-Bank Securities Cadence Bank, N.A.	Certificate of Deposit	0.80%	2/10/2016	2/10/2017	\$ 245,000.00	\$ 245,171.50
Multi-Bank Securities BMO Harris Bank	Certificate of Deposit	1.20%	2/4/2016	2/2/2018	\$ 245,000.00	\$ 246,254.40
Multi-Bank Securities Ally Bank	Certificate of Deposit	1.45%	2/4/2016	2/4/2019	\$ 245,000.00	\$ 247,910.60
Multi-Bank Securities American Federal Bk	Certificate of Deposit	1.50%	2/10/2016	2/10/2020	\$ 245,000.00	\$ 247,190.30
Multi-Bank Securities Goldman Sachs	Certificate of Deposit	2.00%	2/3/2016	2/3/2021	\$ 245,000.00	\$ 250,882.45
Total Investments					\$ 2,558,680.29	\$ 2,571,089.54
TOTAL CASH & INVESTMENTS HELD BY CITY					\$ 5,583,095.20	\$ 5,595,504.45

CITY OF PLACENTIA TREASURER'S REPORT
INVESTMENT DETAIL - HELD BY FISCAL AGENT
AS OF NOVEMBER 30, 2016 (Preliminary)

HELD BY FISCAL AGENT						
Agency	Investment Description	Current Yield	Purchase Date	Maturity Date	Purchase Price	Market Value
2011 Gas Tax Certificates of Participation						
Wells Fargo	Wells Fargo Money Market	0.03%	N/A	N/A	\$ 605,147.98	\$ 605,147.98
2003 Certificate of Participation						
US Bank	US Bank Money Market	0.03%	N/A	N/A	\$ 488,944.53	\$ 488,944.53
2013 Tax Allocation Refunding Bond						
US Bank	First American Treasury Fund	0.01%	N/A	N/A	\$ 9.40	\$ 9.40
2009 Lease Revenue Bond						
US Bank	US Bank Money Market	0.03%	N/A	N/A	\$ 555,058.57	\$ 555,058.57
TOTAL INVESTMENTS HELD BY FISCAL AGENT					\$ 1,649,160.48	\$ 1,649,160.48

CITY OF PLACENTIA TREASURER'S REPORT



CASH BALANCES

AS OF NOVEMBER 30, 2016 (Preliminary)

CITY		
101	General Fund	279,149.84
115	Economic Uncertainty	-
201	Utility User Tax	-
205	State Gas Tax	460,635.15
206	Gas Tax Bond Fund	-
207	Housing Authority	(375,032.69)
210	Measure M	1,307,566.09
211	PEG Fund	242,879.68
215	Air Quality Management	182,854.63
225	Asset Seizure	1,089,056.51
226	Traffic Offender Fund	45,166.53
230	Supplemental Law Enforcement	62,411.90
235	Park Development	192,228.52
240	Sewer Construction	19,649.07
241	Public Safety Mitigation Fee	286,518.17
245	Storm Drain Construction	90,856.90
250	Thoroughfare Construction	74,128.23
260	Street Lighting District	(100,389.50)
261	Public Safety CFD 2014-01	8,540.15
265	Landscape Maintenance	62,233.60
270	CDBG Fund	112,571.87
275	Sewer Maintenance	780,906.33
280	Miscellaneous Grants	456,504.50
401	City Capital Projects	(237,285.26)
405	In-Lieu Low/Mod Housing	320,250.00
501	Refuse Administration	(483,169.03)
505	CNG Fueling Station	-
601	Employee Health & Welfare	(849,149.79)
605	Risk Management	999,814.60
610	Equipment Replacement	53,722.10
615	Information Technology	-
701	Special Deposits	433,233.43
715	Community Facilities District	32,599.35
	Sub-Total	<u>5,548,450.88</u>
SUCCESSOR AGENCY TO THE RDA		
208	Successor Agency Retirement Fund	4,925.56
	TOTAL CASH	<u>\$ 5,553,376.44</u>

City of Placentia
Changes in Cash Balances
NOVEMBER 2016

RPT FUND	Data FUND	FUND	CASH BALANCE 10/31/2016	RECEIPTS	DISBURSEMENTS	TRANSFERS IN & OUT	CASH BALANCE 11/30/2016
101	10	GENERAL FUND	(406,019.47)	2,180,623.99	(1,995,864.00)	500,409.32	279,149.84
115	13	ECONOMIC UNCERTAINTY	-	-	-	-	-
201	16	UTILITY TAX FUND	264,038.18	236,371.14	-	(500,409.32)	-
205	17	GAS TAX	420,545.77	162,559.50	-	(122,470.12)	460,635.15
206	52	GAS TAX BOND FUND	-	-	(122,470.12)	122,470.12	-
207	53	HOUSING AGENCY	(375,998.69)	966.00	-	-	(375,032.69)
208	54	SUCCESSOR AGENCY FUND	8,884.06	-	(3,958.50)	-	4,925.56
210	18	MEASURE "M"	1,234,655.33	89,728.22	(16,817.46)	-	1,307,566.09
211	58	PEG FUND	224,884.48	22,550.70	(4,555.50)	-	242,879.68
215	19	AIR QUALITY FUND	187,072.93	-	(4,218.30)	-	182,854.63
225	21	ASSET SEIZURE FUND	934,809.63	157,696.71	(3,449.83)	-	1,089,056.51
226	51	TRAFFIC OFFENDER FUND	44,022.53	1,144.00	-	-	45,166.53
230	22	COPS/SUPPL LAW ENFORCEMENT	43,713.81	18,698.09	-	-	62,411.90
235	23	PARK DEVELOPMENT FUND	190,585.78	1,642.74	-	-	192,228.52
240	24	SEWER CONSTRUCTION FUND	19,649.07	-	-	-	19,649.07
241	57	PUBLIC SAFETY MITIGATION FUND	286,518.17	-	-	-	286,518.17
245	25	STORM DRAIN CONSTRUCTION FUND	19,665.40	71,191.50	-	-	90,856.90
250	26	THOROUGHFARE CONSTRUCTION	74,128.23	-	-	-	74,128.23
260	28	PLACENTIA LIGHTING DISTRICT	(83,878.44)	13,166.29	(29,677.35)	-	(100,389.50)
261	55	PUBLIC SAFETY CFD 2014-01	3,650.31	4,889.84	-	-	8,540.15
265	29	LANDSCAPE MAINT. DISTRICT	49,017.32	32,889.40	(19,673.12)	-	62,233.60
270	30	HOUSING & COMMUNITY DEVELOP.	112,571.87	-	-	-	112,571.87
275	48	SEWER MAINTENANCE FUND	760,829.17	87,714.86	(67,637.70)	-	780,906.33
280	50	MISC GRANTS	456,504.50	-	-	-	456,504.50
401	33	CAPITAL PROJECTS FUND	(193,225.98)	-	(44,059.28)	-	(237,285.26)
405	34	IN-LIEU LOW/MOD HOUSING	320,250.00	-	-	-	320,250.00
501	37	REFUSE FUND	(816,526.80)	337,706.66	(4,348.89)	-	(483,169.03)
505	38	CNG FUELING STATION	-	-	-	-	-
601	39	HEALTH & WELFARE INS.	(886,240.00)	335,996.22	(298,906.01)	-	(849,149.79)
605	40	RISK MANAGEMENT	1,083,663.35	11.21	(83,859.96)	-	999,814.60
610	41	EQUIPMENT REPLACEMENT FUND	53,722.10	-	-	-	53,722.10
615	42	INFORMATION TECHNOLOGY FUND	-	-	-	-	-
701	44	TRUST & AGENCY FUND	443,644.40	15,848.64	(26,259.61)	-	433,233.43
715	47	COMMUNITY FAC. DISTRICT	32,599.35	-	-	-	32,599.35
TOTAL PER GENERAL LEDGER			4,507,736.36	3,771,395.71	(2,725,755.63)	-	5,553,376.44

CITY OF PLACENTIA TREASURER'S REPORT
CERTIFICATION
AS OF NOVEMBER 30, 2016 (Preliminary)

TREASURER'S REPORT

3 Month Projected Cash Requirements (December - February): \$9,600,000

3 Month Projected Cash Revenues (December - February): \$14,200,000

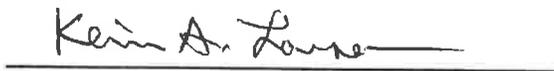
In compliance with the California Government Code Section 53646 et seq., I hereby certify that sufficient investment liquidity and anticipated revenues are available to meet the City's expenditure requirements for the next six months and that all investments are in compliance with the City's Investment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

Submitted By:



Larry P. Schroeder, Interim Chief Financial Officer

Approved By:



Kevin A. Larson, City Treasurer

CITY OF PLACENTIA TREASURER'S REPORT
DEFICIT CASH TRANSFERS
AS OF NOVEMBER 30, 2016 (Preliminary)

DEFICIT CASH BALANCES

Fund	Deficit Amount	General Fund	Measure M	Gas Tax	Sewer Maintenance	Asset Seizure	Risk Management	Total Funding Source
Housing Authority	(375,032.69)	279,149.84	95,882.85	-	-	-	849,149.79	375,032.69
Street Lighting District	(100,389.50)		100,389.50					100,389.50
City Capital Projects	(237,285.26)		237,285.26					237,285.26
Refuse Fund	(483,169.03)		483,169.03					483,169.03
Employee Health & Welfare	(849,149.79)						849,149.79	849,149.79
Total Transfers	(2,045,026.27)	279,149.84	916,726.64	-	-	-	849,149.79	2,045,026.27
Cash Balance Before Transfer		279,149.84	1,307,566.09	460,635.15	780,906.33	1,089,056.51	999,814.60	4,917,128.52
Cash Available After Transfer		-	390,839.45	460,635.15	780,906.33	1,089,056.51	150,664.81	2,872,102.25



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: CITY ADMINISTRATOR
FROM: INTERIM CHIEF FINANCIAL OFFICER
DATE: FEBRUARY 21, 2017
SUBJECT: **DECEMBER 2016 (PRELIMINARY) TREASURER'S REPORT**
FISCAL
IMPACT: NONE

SUMMARY:

The Finance Department has prepared a monthly Treasurer's Report for the month of December 2016. The Treasurer's Report includes all investments managed by the City and investments held by trustees.

RECOMMENDATION:

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

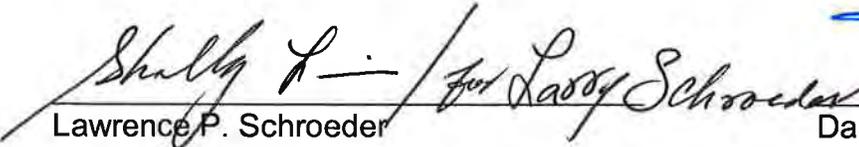
1. Receive and file the December 2016 (Preliminary) Treasurer's Report.

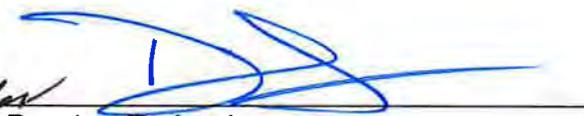
DISCUSSION:

Government Code § 53646 states that the Treasurer or Chief Financial Officer of the City may render a report on investments at least quarterly to the legislative body. The attached Treasurer's Report reflects the City's investment portfolio for the month of December 2016 (Preliminary). The City Treasurer has reviewed and signed the attached report.

Prepared by:

Reviewed and approved:


Lawrence P. Schroeder
Interim Chief Financial Officer


Damien R. Arrula
City Administrator

Attachment:

December 2016 (Preliminary) Treasurer's Report

3.b.
February 21, 2017

City of Placentia

CITY TREASURER'S REPORT

**DECEMBER 2016
(Preliminary)**

Fiscal Year 2016-17



**CITY OF PLACENTIA TREASURER'S REPORT
SUMMARY OF CASH & INVESTMENTS
AS OF DECEMBER 31, 2016 (Preliminary)**

CASH & INVESTMENTS HELD BY CITY				
	Percent of Portfolio	Current Yield	Cost	Market Value
<u>Invested</u>				
Local Agency Investment Fund	26.54%	0.63%	\$ 2,133,680.29	\$ 2,133,680.29
Certificates of Deposit	15.24%	Varies	\$ 1,225,000.00	\$ 1,227,628.85
<u>Non-Invested</u>				
Checking Accounts	58.23%		\$ 4,681,448.26	\$ 4,681,448.26
Total Cash & Investments Held by City	100.00%		\$ 8,040,128.55	\$ 8,042,757.40

CASH & INVESTMENTS HELD BY FISCAL AGENT				
	Percent of Portfolio	Current Yield	Cost	Market Value
Money Market Mutual Funds & Treasury Obligations	100.00%		\$ 1,797,135.87	\$ 1,797,135.87
	100.00%		\$ 1,797,135.87	\$ 1,797,135.87

TOTAL CASH AND INVESTMENTS	
Cash & Investments Held by City and Fiscal Agent - Market Value	\$ 9,839,893.27

CITY OF PLACENTIA TREASURER'S REPORT
CASH AND INVESTMENT DETAIL - CITY
AS OF DECEMBER 31, 2016 (Preliminary)

HELD BY CITY						
Agency	Investment Description	Current Yield	Purchase Date	Maturity Date	Purchase Price	Market Value
CASH:						
Bank of America - General Checking	Account No. 143128-0221	N/A	N/A	On Demand	\$ 4,585,537.90	\$ 4,585,537.90
Bank of America - Workers' Comp	Account No. 143188-0525	N/A	N/A	On Demand	\$ 81,552.68	\$ 81,552.68
Bank of America - Healthcare	Account No. 143138-0513	N/A	N/A	On Demand	\$ 13,743.51	\$ 13,743.51
Bank of America - Successor Agency	Checking Acct	N/A	N/A	On Demand	\$ -	\$ -
Multi-Bank Securities Cash Account	Cash / Bank Deposits	N/A	N/A	On Demand	\$ 614.17	\$ 614.17
Total Cash					\$ 4,681,448.26	\$ 4,681,448.26
INVESTMENTS:						
Local Agency Investment Fund	City Account No. 98-30-678	0.63%	N/A	On Demand	\$ 2,133,680.29	\$ 2,133,680.29
Multi-Bank Securities Cadence Bank, N.A.	Certificate of Deposit	0.80%	2/10/2016	2/10/2017	\$ 245,000.00	\$ 245,080.85
Multi-Bank Securities BMO Harris Bank	Certificate of Deposit	1.20%	2/4/2016	2/2/2018	\$ 245,000.00	\$ 245,583.10
Multi-Bank Securities Ally Bank	Certificate of Deposit	1.45%	2/4/2016	2/4/2019	\$ 245,000.00	\$ 246,271.55
Multi-Bank Securities American Federal Bk	Certificate of Deposit	1.50%	2/10/2016	2/10/2020	\$ 245,000.00	\$ 244,304.20
Multi-Bank Securities Goldman Sachs	Certificate of Deposit	2.00%	2/3/2016	2/3/2021	\$ 245,000.00	\$ 246,389.15
Total Investments					\$ 3,358,680.29	\$ 3,361,309.14
TOTAL CASH & INVESTMENTS HELD BY CITY					\$ 8,040,128.55	\$ 8,042,757.40

CITY OF PLACENTIA TREASURER'S REPORT
INVESTMENT DETAIL - HELD BY FISCAL AGENT
AS OF DECEMBER 31, 2016 (Preliminary)

HELD BY FISCAL AGENT						
Agency	Investment Description	Current Yield	Purchase Date	Maturity Date	Purchase Price	Market Value
2011 Gas Tax Certificates of Participation						
Wells Fargo	Wells Fargo Money Market	0.03%	N/A	N/A	\$ 482,676.11	\$ 482,676.11
2003 Certificate of Participation						
US Bank	US Bank Money Market	0.03%	N/A	N/A	\$ 875,225.71	\$ 875,225.71
2013 Tax Allocation Refunding Bond						
US Bank	First American Treasury Fund	0.01%	N/A	N/A	\$ 9.40	\$ 9.40
2009 Lease Revenue Bond						
US Bank	US Bank Money Market	0.03%	N/A	N/A	\$ 439,224.65	\$ 439,224.65
TOTAL INVESTMENTS HELD BY FISCAL AGENT					\$ 1,797,135.87	\$ 1,797,135.87

CITY OF PLACENTIA TREASURER'S REPORT



CASH BALANCES

AS OF DECEMBER 31, 2016 (Preliminary)

CITY		
101	General Fund	2,134,464.56
115	Economic Uncertainty	-
201	Utility User Tax	-
205	State Gas Tax	222,643.03
206	Gas Tax Bond Fund	-
207	Housing Authority	(374,199.35)
210	Measure M	1,307,566.09
211	PEG Fund	237,909.18
215	Air Quality Management	178,636.33
225	Asset Seizure	1,092,124.33
226	Traffic Offender Fund	45,881.53
230	Supplemental Law Enforcement	27,804.03
235	Park Development	192,228.52
240	Sewer Construction	19,649.07
241	Public Safety Mitigation Fee	286,518.17
245	Storm Drain Construction	90,856.90
250	Thoroughfare Construction	74,128.23
260	Street Lighting District	(57,172.48)
261	Public Safety CFD 2014-01	6,192.40
265	Landscape Maintenance	210,545.56
270	CDBG Fund	112,571.87
275	Sewer Maintenance	705,708.49
280	Miscellaneous Grants	470,043.50
401	City Capital Projects	(463,457.97)
405	In-Lieu Low/Mod Housing	320,250.00
501	Refuse Administration	724,264.36
505	CNG Fueling Station	-
601	Employee Health & Welfare	(1,167,182.90)
605	Risk Management	928,472.86
610	Equipment Replacement	53,722.10
615	Information Technology	-
701	Special Deposits	413,200.82
715	Community Facilities District	32,599.35
	Sub-Total	7,825,968.58
SUCCESSOR AGENCY TO THE RDA		
208	Successor Agency Retirement Fund	4,860.16
	TOTAL CASH	\$ 7,830,828.74

City of Placentia
Changes in Cash Balances
DECEMBER 2016

RPT FUND	Data FUND	FUND	CASH BALANCE 11/30/2016	RECEIPTS	DISBURSEMENTS	TRANSFERS IN & OUT	CASH BALANCE 12/31/2016
101	10	GENERAL FUND	279,149.84	4,873,930.68	(3,642,781.07)	624,165.11	2,134,464.56
115	13	ECONOMIC UNCERTAINTY	-	-	-	-	-
201	16	UTILITY TAX FUND	-	200,490.11	-	(200,490.11)	-
205	17	GAS TAX	460,635.15	87,007.88	-	(325,000.00)	222,643.03
206	52	GAS TAX BOND FUND	-	-	-	-	-
207	53	HOUSING AGENCY	(375,032.69)	833.34	-	-	(374,199.35)
208	54	SUCCESSOR AGENCY FUND	4,925.56	-	(65.40)	-	4,860.16
210	18	MEASURE "M"	1,307,566.09	-	-	-	1,307,566.09
211	58	PEG FUND	242,879.68	-	(4,970.50)	-	237,909.18
215	19	AIR QUALITY FUND	182,854.63	-	(4,218.30)	-	178,636.33
225	21	ASSET SEIZURE FUND	1,089,056.51	7,940.95	(4,873.13)	-	1,092,124.33
226	51	TRAFFIC OFFENDER FUND	45,166.53	715.00	-	-	45,881.53
230	22	COPS/SUPPL LAW ENFORCEMENT	62,411.90	15,392.13	-	(50,000.00)	27,804.03
235	23	PARK DEVELOPMENT FUND	192,228.52	-	-	-	192,228.52
240	24	SEWER CONSTRUCTION FUND	19,649.07	-	-	-	19,649.07
241	57	PUBLIC SAFETY MITIGATION FUND	286,518.17	-	-	-	286,518.17
245	25	STORM DRAIN CONSTRUCTION FUND	90,856.90	-	-	-	90,856.90
250	26	THOROUGHFARE CONSTRUCTION	74,128.23	-	-	-	74,128.23
260	28	PLACENTIA LIGHTING DISTRICT	(100,389.50)	72,537.01	(29,319.99)	-	(57,172.48)
261	55	PUBLIC SAFETY CFD 2014-01	8,540.15	8,727.25	-	(11,075.00)	6,192.40
265	29	LANDSCAPE MAINT. DISTRICT	62,233.60	193,487.63	(45,175.67)	-	210,545.56
270	30	HOUSING & COMMUNITY DEVELOP.	112,571.87	-	-	-	112,571.87
275	48	SEWER MAINTENANCE FUND	780,906.33	-	(37,597.84)	(37,600.00)	705,708.49
280	50	MISC GRANTS	456,504.50	13,539.00	-	-	470,043.50
401	33	CAPITAL PROJECTS FUND	(237,285.26)	-	(226,172.71)	-	(463,457.97)
405	34	IN-LIEU LOW/MOD HOUSING	320,250.00	-	-	-	320,250.00
501	37	REFUSE FUND	(483,169.03)	1,212,052.32	(4,618.93)	-	724,264.36
505	38	CNG FUELING STATION	-	-	-	-	-
601	39	HEALTH & WELFARE INS.	(849,149.79)	265,637.40	(583,670.51)	-	(1,167,182.90)
605	40	RISK MANAGEMENT	999,814.60	44,659.64	(116,001.38)	-	928,472.86
610	41	EQUIPMENT REPLACEMENT FUND	53,722.10	-	-	-	53,722.10
615	42	INFORMATION TECHNOLOGY FUND	-	-	-	-	-
701	44	TRUST & AGENCY FUND	433,233.43	29,747.92	(49,780.53)	-	413,200.82
715	47	COMMUNITY FAC. DISTRICT	32,599.35	-	-	-	32,599.35
TOTAL PER GENERAL LEDGER			5,553,376.44	7,026,698.26	(4,749,245.96)	-	7,830,828.74



**CITY OF PLACENTIA TREASURER'S REPORT
CERTIFICATION
AS OF DECEMBER 31, 2016 (Preliminary)**

TREASURER'S REPORT

3 Month Projected Cash Requirements (January - March): \$9,200,000

3 Month Projected Cash Revenues (January - March): \$10,800,000

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

Submitted By:


Larry P. Schroeder, Interim Chief Financial Officer

Approved By:


Kevin A. Larson, City Treasurer

CITY OF PLACENTIA TREASURER'S REPORT
DEFICIT CASH TRANSFERS
AS OF DECEMBER 31, 2016 (Preliminary)

FINANCE

DEFICIT CASH BALANCES

Fund	Deficit Amount	General Fund	Measure M	Gas Tax	Sewer Maintenance	Asset Seizure	Risk Management	Total Funding Source
Housing Authority	(374,199.35)	374,199.35						374,199.35
Street Lighting District	(57,172.48)	57,172.48						57,172.48
City Capital Projects	(463,457.97)	463,457.97						463,457.97
Employee Health & Welfare	(1,167,182.90)	1,167,182.90						1,167,182.90
Total Transfers	(2,062,012.70)	2,062,012.70						2,062,012.70
Cash Balance <i>Before</i> Transfer		2,134,464.56	1,307,566.09	222,643.03	705,708.49	1,092,124.33	928,472.86	6,390,979.36
Cash Available <i>After</i> Transfer		72,451.86	1,307,566.09	222,643.03	705,708.49	1,092,124.33	928,472.86	4,328,966.66



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF COMMUNITY SERVICES

DATE: FEBRUARY 21, 2017

SUBJECT: **FISCAL RECAP OF 2016 HERITAGE FESTIVAL, APPROVAL OF 2017 EVENT AND CHANGE TO COMMITTEE STRUCTURE**

FISCAL EXPENSE: \$80,313 EXPENDITURES FOR FISCAL YEAR (FY) 2016-17
IMPACT: REVENUE: \$45,835 REVENUES FOR FISCAL YEAR 2016-17
NET COST: \$34,478 CITY GENERAL FUND FOR 2016 EVENT

2017 EXPENSE: \$35,000 ESTIMATED NET EXPENDITURES FOR FY 2017-18

SUMMARY:

The City of Placentia Community Services Department serves as the liaison to the Heritage Festival Committee (Committee), and monitors all expenses and revenues associated with the Heritage Festival. The total expenses for the 2016 event, including Staff costs, media production, and supplies, was \$80,313. Revenue totaling \$45,835 was generated from vendor applications and entry fees for the band review and car show portions of the event. The event's net cost to the City was \$34,478.

The Community Services Department (Department) is requesting approval of the event date, location, parade route, event expenditures, and other substantive changes for the 2017 Heritage Festival (Festival). The Department requests to conduct the event with proposed changes to ensure improved efficiencies, greater fiscal responsibility, and a better overall quality experience for the community. Included in this request is a tentative event date of Saturday, October 14, 2017 and an estimated net cost of \$35,000. This action approves the date, location, parade route, and estimated net expenditure amount, along with proposed changes for the Festival and Committee structure.

RECOMMENDATION:

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

1. Approve the Heritage Festival Committee's recommendation of event date, location, parade route, and estimated net expenditure amount of \$35,000 for the 2017 Heritage Festival; and
2. Select one of the recommended changes to the Committee structure, and take necessary action, if required, to dissolve the formal committee.

3.c.
February 21, 2017

DISCUSSION:

The City of Placentia Community Services Department serves as the liaison to the Heritage Festival Committee and closely monitors all expenses and revenues associated with the Heritage Festival. The total expenses for the 2016 event, including Staff costs, media production, and supplies, was \$80,313. Revenue from the event was generated from vendor applications, and entry fees for band review and car show, totaling \$ 45,835. The event's net cost to the City was \$34,478.

Direction from City Council over the past years has been to have 100% cost recovery for all City-sponsored events. In 2011, the City Council eliminated funding for the Tamale Festival and Las Posadas event. In response, the Placita Santa Fe Merchants Association began a sponsorship campaign along with other fundraising efforts, and now the event is 90% self-funded. In contrast, neighboring cities such as Yorba Linda, have defunded similar large community events, such as Fiesta Days, and canceled the event after 41 years, due to the fiscal burden it placed upon their City. Larger neighboring cities such as Santa Ana and Brea rely on a high sales tax base and local sponsorships to fund their community events.

The Committee worked with Community Services Staff to plan and organize the 52nd Annual Heritage Festival which was held on Saturday, October 8, 2016. The event was well attended, with over 240 cars in the car show, 26 craft vendors, 44 non-profit displays, 31 business showcase participants, 55 parade entries, and 30 marching bands. Approximately 1 week later, Staff from all City Departments participated in a review of the event. Items such as liability, safety, parade route, parade flow, cost, etc. were discussed. In addition, Staff met with the Committee to discuss the 2016 event. Based upon observations made by the Committee, Community Services Director, and several other Staff, some changes are being recommended for the 2017 Heritage Event.

2017 Proposed Festival Changes

Date - The Committee proposes the date of October 14, 2017 for this year's event. This is keeping with the tradition of the second Saturday in October.

Theme - The Committee proposes the parade theme to match this year's Mayoral State of the City theme. For example last year's State of the City address theme was, 'Taking Placentia to New Heights', and the theme for the parade and festival matched.

Parade Route - The Department, along with Placentia Police Department, Orange County Fire Authority, and Placentia-Yorba Linda Unified School District are recommending a change to the parade route for 2017. The reason for the recommended change in route is to alleviate participants in the parade that may be affected by extreme heat issues, as has been the case for the past 2 years, and to also make the parade length more reasonable to its participants. The total parade route distance would be reduced from 1.28 miles to 1.0 miles. Based upon a thorough review of various routes, Staff is recommending that the parade route begin on Bastanchury Road (northern lanes) just west of the intersection at Valencia Avenue. The parade would start at 9:30 a.m. and travel westbound, to North Kraemer Boulevard, then head northbound on N. Kraemer (in the west

lanes) ending at the Festival location of Tri-City Park. Shortening of the route will result in less 'gaps' between parade entries, while providing viewing opportunities along both Bastanchury and Kraemer. This change will also result in cost savings of over \$3,100 to Police, and Public Works staffing.

If so desired by the City Council, and in an effort to maintain a high level of entertainment and cultural diversity within the parade, the Department is continuing to recommend the inclusion of a band review, with a few noted changes. All entrants in the band review will be required to participate in the Parade. The band review would start at 9:00 a.m. and be staged on Valencia Avenue, between Bastanchury Road and Golden Avenue. The bands would join the main body of the parade at Bastanchury Road and Valencia Avenue. The total distance of the band review portion of the parade will be reduced from 0.54 miles to 0.27 miles, thereby reducing the overall length the students will have to travel in full gear and attire.

Festival - Activities proposed for this year's event will continue to include a craft fair, food vendors, business expo, game area, display booths, beer and wine garden, concert, car show and entertainment. In an effort to attract more families to the festival at Tri City Park, the Department proposes to include free, family-friendly events, similar to those events that used to take place at the Heritage Festival in the 1960's, such as a one-hand orange peel contest, watermelon-eating contest, and potato sack run. In addition, the Department will host a 'Penny Arcade' where families can partake in carnival-style games, such as Penny Toss, Bottle Ring Toss, and Football throw, for only a penny per game. Games and inflatables will be run by Community Services Staff for better cost controls and greater revenue generation. The pancake breakfast will begin at 7:00 a.m. with the other Festival activities scheduled to begin at 10:00 a.m. and conclude at 4:00 p.m. Once City Council direction is provided, the planning process for the 2017 event will continue over the next several months including choosing an event theme.

Proposed changes to Committee structure

Over time, the Committee structure has changed from a group of 14-20 members and volunteers, to a group of 7 Committee members (and 2 vacancies) today. This results in a greater amount of work placed on City Staff, and less ability for the Committee to handle major tasks between event meetings.

For 2017, the Department recommends that the Committee structure be changed, and offers the following 3 options for selection.

Option 1 - The formal committee structure will be disbanded, and volunteer-lead subcommittees will work directly with City Staff to plan and execute the event. This change will allow the City to meet on a more regular basis throughout the year with each Festival subcommittee on an ongoing and as-needed basis and will save hours of time meeting once per month at publicly-noticed meetings. Efficiencies in a variety of areas will be realized as a result of this action. Revenues and expenses will all flow through the newly-created Heritage Division within the Department. City Staff will develop a formalized sponsorship program, which will raise money year-round for the event. Using this model, it is anticipated that the event will become fully self-funded within 4 years.

If selected, Staff will begin work immediately in strategizing new activities for the Festival, and soliciting for more parade entries. Meetings with subcommittees can occur several times per month, and work updates can be conducted via phone conference calls or during daytime hours when convenient to all parties. The Department will take the lead in immediately establishing meetings with the key existing volunteer subcommittees including Parade, Car Show, Vendor Booths, and Band Review. Staff will begin to implement the following efficiencies: 1) create on-line, fillable event registration forms which can be emailed directly to the Department; 2) prepare pre-printed postcard responses to all vendors stating receipt of their applications; 3) create waivers for drivers of all parade vehicles; and 4) establish a realistic bi-monthly meeting schedule with all other departments, public safety, school district, and volunteer subcommittees.

Option 2 - In this option, the event will be co-sponsored by the Placentia Community Foundation (Foundation), to assist with the fund raising efforts that are necessary for a long-term sustained event. The formal committee structure will be disbanded, and volunteer-lead subcommittees will work directly with City Staff to plan and execute the event. The intent is to have the Festival cost slowly weaned from the City's General Fund to become a self-sufficient event and co-sponsored with an existing City 501 (c)(3), through which funds can be raised to create a sustainable future for this event.

The Department and Subcommittees will report monthly festival logistics and cost tracking to the Foundation for the purposes of ensuring that fund raising is aligned with budget needs on a monthly basis. The Foundation would conduct the fund raising component of the event, to eventually create a fully self-funded event, with the goal of no City subsidy within a 5 year period.

The Foundation already has a robust record of fundraising, and the fiscal oversight of the Festival will create even greater opportunities for the Foundation. Its mission includes to 'Sponsor, promote, advance, and assist worthy programs in the City of Placentia to further cultural, recreational, social, historical, and civic events and causes' which aligns perfectly with the intent and history of the Festival.

Option 3 - The present Committee structure remains in place as is. In the present scenario, some revenue comes to the Committee, and other revenue comes directly to the City. Expenses are paid through the Committee's Trust in Agency account and the Department budget. Meetings to review all festival logistics, applications, and decisions are once a month. Due to the many items needed to review, discuss and decide upon, these monthly meetings will often go longer than 3-4 hours in length. Department Staff handles all of the legwork for creating applications, staffing needs, assigning vendor locations, meeting with the County Health Department for all food vendor permits, collaborating with City Departments, and Police, renting all materials and equipment for the event date and maintains the daily accounting for all Heritage expenses. Committee members are responsible for collecting checks for the Band Review, selecting a grand marshal, approving the parade route, communication with the schools involved in the Band Review, soliciting entrants to the car show, and raising funds.

Heritage Festival Committee Recommendation

After reviewing the various options at their January 11, 2017 Heritage Festival Committee meeting, the committee members were in favor of Option 1, in order to allow the greatest flexibility to produce the event.

2016 Heritage Festival Costs

The total cost of the 2016 Heritage Festival was \$80,313. This included all Staff costs for Police, Public Works, and Community Services Departments. The Heritage Committee spent \$50,411 from their Trust account, which is a City account funded by Heritage event revenues and Community Services Department General Fund dollars. City expenditures for supplies was over \$6,000.

Event Revenue for 2016 was \$45,835, raised through vendor applications, car show, band entries, and donations. The City subsidy for the 2016 event was over \$34,000. The City has always subsidized the Festival. In response to the current fiscal climate, the Department believes the cost of the event should be slowly weaned from the City's General Fund to become an independent and self-sufficient event.

With approval from the City Council on any of these options, the Department will work diligently with Staff, volunteers, public safety and other departments to ensure that the 53rd Annual Heritage Festival continues to represent and celebrate the proud history of the Placentia community.

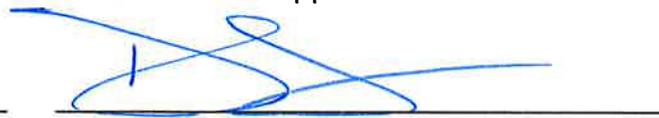
FISCAL IMPACT

The cost for the materials, services and supplies required for the event, including items such as traffic control barricades, tables, chairs, porta potties, electrical equipment, entertainment, and marketing material is approximately \$56,692, based on prior year expenditures. The Community Services, Police, and Public Works Departments personnel provided to support the Festival and Parade costs approximately \$23,600, based on prior year expenditures. The Festival and Parade generates approximately \$45,835 in revenue through participation fees, vendor fees, and various sponsorships and donations. After deducting revenue collected from the event, the net cost of the event is approximately \$34,478. The 2017 funding request is \$35,000.

Prepared by:


Sandra J. Gonzalez
Director of Community Services

Reviewed and approved:


Damien R. Arrula
City Administrator



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: CHIEF DEPUTY CITY CLERK

DATE: FEBRUARY 21, 2017

SUBJECT: **ANNUAL APPOINTMENTS TO FILL VACANCIES ON VARIOUS CITY COMMISSIONS AND COMMITTEES**

FISCAL IMPACT: NONE

SUMMARY:

Each fiscal year the City conducts a recruitment to fill expiring terms and vacancies on City Commissions and Committees. There are currently vacancies on nine (9) City Commissions and Committees. To date, the City has received a total of twenty-two (22) applications for the various Commissions and Committees. To ensure that these advisory bodies are able to operate effectively and with a full complement of members, Staff recommends City Council take the following actions listed below.

RECOMMENDATION:

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

1. Make appointments to fill the vacancies on the City Commissions and Committees; and
2. Direct Staff to continue the recruitment process for applicants to fill the balance of City Commissions and Committees vacancies and schedule interviews for consideration to fill said vacancies.

DISCUSSION:

On July 1, 2016, the City opened recruitment to fill vacancies on nine (9) Commissions and Committees. The deadline date to receive applications for the various Commissions and Committees was July 13, 2016. Due to the low number of applications received, the deadline date was extended to allow additional time for applications to be filed with the City.

On September 6, 2016 City Council directed Staff to schedule interviews for all applications received, and the interviews were conducted at an adjourned regular City Council meeting on September 26, 2016. A total of thirteen (13) applicants were interviewed by City Council but no appointments were made and the recruitment process was extended.

3.d.
February 21, 2017

On February 13, 2017, City Council held a special meeting for the purpose of conducting interviews of current applicants for the various Commissions and Committees. Kenneth Binnings, Linda Frank, Rosalina Davis, and Caron Berekley were unable to attend the interview but expressed their interest to be considered for appointment. JoAnn Sowards resigned from the Economic Development Committee and withdrew her application. In addition, on February 14, 2017, the City Clerk's Office received an application from Claudia Keller who wishes to be considered for appointment to the Planning Commission with secondary interest in the Senior Advisory Committee, Historical Committee, and Economic Development Committee.

To date, the City Clerk's Office has received a total of twenty-two (22) applications consisting of fifteen (15) new applicants and seven (7) incumbents to fill twenty-four (24) vacancies. A full summary of the Commissions and Committees vacancies and applicants is summarized in Attachment No. 1 to this report.

Staff recommends consideration of appointments to the open positions associated with the various Committees and Commissions and to continue the recruitment process for those Commissions and Committees for which vacancies still exist.

Prepared by:



Rosanna Ramirez
Chief Deputy City Clerk

Reviewed and approved:



Stephen D. Pischel
Director of Administrative Services

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

List of City Commissions and Committees vacancies and applicants

COMMISSION AND COMMITTEE
2017
VACANCY/APPLICANT LIST

Commissions/Committees	Applicants
Cultural Arts Commission <i>Two (2) Un-Expired Terms</i> 07/01/2017 07/01/2018	<u>New Applicants</u> Linda Frank Kristina Muldoon Patrice Sorokin Deniene Rivenburg (3 rd Choice) Weihua Yu (1 st Choice) Beverly Womack
Economic Development Committee <i>One (1) Two-Year Term (Alternate)</i> <i>Eight (8) Three-Year Terms</i>	<u>Incumbent Applicants</u> Melanie Coward (Chamber of Commerce Rep.) Rosalina Davis (Business Rep.) <u>New Applicants</u> Deniene Rivenburg (1 st Choice) Cristin Goldman (3 rd Choice) (Golden State Water) Weihua Yu (2 nd Choice) Claudia Keller (4 th Choice) Blake Montero (3 rd Choice)
Financial Audit Oversight Committee <i>Two (2) Three-Year Terms</i> <i>One (1) Un-Expired Term</i> 07/01/2018	<u>Incumbent Applicant</u> Dwayne DeRose <u>New Applicants</u> Deniene Rivenburg (2 nd Choice) Cristin Goldman (1 st Choice)
Heritage Committee <i>Two (2) Non-Expiring Terms</i>	<u>New Applicant</u> Kenny Binnings (3 rd Choice) Paul Petty
Planning Commission* <i>Two (2) Four-Year Terms</i>	<u>Incumbent Applicant</u> Heather Francine <u>New Applicants</u> Cristin Goldman (2 nd Choice) Weihua Yu (3 rd Choice) Claudia Keller (1 st Choice) Blake Montero (1 st Choice) Caron Berkley

<p>Recreation & Parks Commission*</p> <p><i>One (1) Four-Year Term</i></p>	<p><u>Incumbent Applicant</u> Ira Newman</p> <p><u>New Applicants:</u> Kenny Binnings (1st Choice) Russell Narahara Weihua Yu (4th Choice) Blake Montero (2nd Choice) Deniene Rivenburg (4th Choice)</p>
<p>Senior Advisory Committee</p> <p><i>Two (2) Non-Expiring Terms</i></p>	<p><u>New Applicant:</u> Virgina Martinez Claudia Keller (2nd Choice)</p>
<p>Traffic Safety Commission*</p> <p><i>One (1) Four-Year Term</i></p>	<p><u>Incumbent Applicant:</u> Robert Gorman</p>
<p>Veterans Advisory Committee</p> <p><i>Two (2) Non-Expiring Terms</i></p>	<p><u>New Applicants:</u> Kenny Binnings (2nd Choice) Anthony Pirone Neel Schmitt Saira Zimmerman</p>



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: CITY ADMINISTRATOR
FROM: SENIOR FINANCIAL CONSULTANT
DATE: FEBRUARY 21, 2017
SUBJECT: **MID-YEAR BUDGET REVIEW FOR FISCAL YEAR 2016-17**

FISCAL
IMPACT: See Exhibit A - Attached

SUMMARY:

This report provides the City Council a Mid-Year budget and financial update for the Fiscal Year (FY) 2016-17 adopted budget. The report also makes a recommendation for budget amendments, both to estimated revenues and to expenditures (appropriations), which would result in a net increase of \$169,964 in General Fund reserves, thereby increasing the City's total General Fund reserves for FY 16-17 to \$323,464.

It should be noted that the PCEA, PPOA and PPMA contracts have not been approved by their membership during the writing of this report, and any contract amendments have not been included in this analysis.

RECOMMENDATION:

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

1. Receive and file the Fiscal Year 2016-17 Mid-Year budget report; and
2. Approve Budget Resolution R-2017-XX, A Resolution of the City Council of the City of Placentia Authorizing the Mid-Year Amendment to the Fiscal Year 2016-17 Budget; and
3. Approve the amendments to the Personnel Allocation Plan and Compensation Plan/Salary Schedule.

DISCUSSION:

The City Council adopted the City of Placentia FY 2016-17 budget at a public hearing on June 21, 2016. It is customary to conduct a thorough analysis of all estimated revenues and appropriations at the end of the first six (6) months of the fiscal year. This is particularly necessary, given the City's past financial condition.

3.e.
February 21, 2017

The original adopted FY 2016-17 budget projected a balanced General Fund budget in which anticipated revenues exceeded appropriations by \$153,500. It is recommended that the General Fund revenue estimate including transfers-in be increased by \$390,162 to a total budget of \$33,560,278. It is also recommended that the General Fund appropriations budget including transfers-out be increased by \$220,198 for a total budget of \$33,236,814. These recommended changes in the General Fund will result in an increase of unassigned fund balance of \$169,964, for a total unassigned fund balance of \$323,464 for FY 2016-17.

Fiscal Year 2016-17 General Fund Revenues

	FY 2016-17 Approved Budget	Budget Amendment	FY 2016-17 Amended Budget
Property Taxes	\$ 13,678,600	\$ 27,425	\$ 13,706,025
Sales & Use Taxes	6,988,341	109	6,988,450
Other Taxes	4,435,000	73,800	4,508,800
Licenses & Permits	530,000	20,000	550,000
Intergovernmental	336,655	(15,225)	321,430
Charges for Services	1,934,500	142,313	2,076,813
Fines & Forfeitures	515,000	(60,000)	455,000
Miscellaneous Rev.	309,500	(106,060)	203,440
Transfers-in	4,442,520	307,800	4,750,320
Total Revenue	\$ 33,170,116	\$ 390,162	\$ 33,560,278

It is requested that the City's General Fund estimated revenue and transfers-in budget be increased by \$390,162. The following is a brief description of the changes recommended:

Property Tax revenue appears to be exceeding revenue estimates made when the budget was adopted. The City receives property tax throughout the year with the major portion being received during the months of December and April. According to the City's property tax consulting firm, property tax receipts can be increased by \$27,425 for this fiscal year.

Sales & Use Tax category includes General Sales and Use Taxes, and Prop 172 Sales and Use Tax.

- ❖ **General Sales & Use Tax** is collected in arrears on a monthly basis. This results in the revenue lagging behind due to the fact that revenue received in July and August are accrued back to the previous fiscal year. The City has received \$2,488,165 or 35% of its budgeted \$6,988,341 as of January 31st. This represents 34% of the year's collections (July, August, September, and October). According to the City's sales tax consultant, HDL Companies, sales tax revenue leveled off in 2016-17. All business types with the exception of fuel and service stations are showing a slight increase in sales. It should be noted that the City's consultant predicts a continued leveling off or perhaps even a drop in sales tax in the future. Most of this is driven by the cost of

gasoline and more fuel efficient cars accounting for a drop in gasoline sales. Motor Vehicle sales have also reduced slightly.

- ❖ **Prop 172 Sales & Use Tax** is collected and accrued in the same manner as the General Sales and Use Tax revenue. It appears that this revenue is coming in at budget estimates.

Other Taxes – All of the taxes included in this category appear to be in line with their estimated revenue budgets.

- ❖ **Franchise Tax** – The City collects franchise tax on cable television, trash collection, electric, natural gas, water and pipeline services. This revenue is collected throughout the year with the majority of the revenue being received in April. Electric and natural gas taxes are received in April while water franchise tax is received in March. At this time staff is projecting a \$50,000 reduction in the revenue estimate.
- ❖ **Real Property Transfer Tax** is received throughout the year. This tax is collected as property is sold and transferred to a new owner. An increase in home sales has occurred and this item is projected to come in \$95,000 higher than estimated.
- ❖ **Transient Occupancy Tax** is paid in arrears and is received either on a monthly basis or quarterly basis. This tax is trending slightly higher this year.
- ❖ **Per Barrel Oil Tax** is received throughout the year. It appears that receipts at midyear are trending slightly lower than predicted. The recent lower cost-per-barrel of oil can affect the sales of oil from smaller oil wells.

Licenses & Permits – The increase in Licenses and Permits is due to a combination of solar energy panel installation and remodel building permit revenue. Business License revenue is received throughout the year. The low percentage of revenue received as of January is due to the timing of business license renewals which are due in February. It is anticipated that the City will meet or exceed the budgeted estimates.

Intergovernmental Revenue is being reduced due to a lower amount of reimbursement from POST for police training. Vacancies in the police department have affected the ability to send staff to training because of the high amount of overtime already in place.

Charges for Services – This account is being reduced due to a reduction in vehicle storage revenue. Vacancies in the police department have caused the department to staff regular field patrol spots with traffic officers. This results in less traffic enforcement, which is affecting the number of vehicle impounds. Towing and Storage fees are approximately 70% below last year at this time. An item of note is the continued increased collection of Alarm System Monitoring fees since contracting this service out to a third party vendor two years ago.

Fines and Forfeitures – Vehicle Code Fine and City Ordinance Fine budgeted estimates are lower than anticipated. A large number of vacancies in the police department has effected staffing and the department has been utilizing traffic officers to fill regular patrol spots, which is designed to meet minimum staffing requirements on patrol. Code Enforcement revenue has continued to increase and should come in at the original budgeted estimate..

Lease Revenue - This fee is estimated to come in \$300,000 above original budget estimates due to higher than anticipated revenue from the billboard leases along the 57 freeway.

Miscellaneous Revenue – The Miscellaneous Revenue category is being decreased by \$106,060 mainly because of a reduction in refunds and reimbursements from Bank of America’s E-Payables program. Previously the City had a vendor who utilized this form of payment, which in turn, allowed for a rebate amount of the transaction payment each month. This vendor no longer utilizes the E-Payables form of payment, thereby eliminating the rebate amount the City had previously been receiving. The City has also experienced a reduced amount of facility rental requests this fiscal year.

Transfers-in – Transfers-in from other funds is being increased by \$307,800. \$300,000 is a transfer from the In-Lieu Low-Mod Housing fund for the purchase of a property from the General Fund.

Overall, the General Fund is projected to end the fiscal year with \$33,560,278 in revenues, realizing a \$390,162 budgetary increase over the adopted budget.

Fiscal Year 2016-17 General Fund Expenditures

	FY 2016-17 Approved Budget	Budget Amendment	FY2016-17 Amended Budget
Legislative	1,131,070	-	1,131,070
Administration	1,646,266	8,993	1,655,259
Finance	1,050,237	-	1,050,237
Development Services	867,705	-	867,705
Public Safety	17,680,487	10,000	17,690,487
Public Works	453,320	82,410	535,730
Maintenance Services	2,922,093	23,800	2,945,893
Community Services	1,166,699	32,960	1,199,659
Environmental Services	94,000	12,035	106,035
General Government	3,819,170	50,000	3,869,170
Debt Service	1,643,240	-	1,643,240
Transfers-Out	542,329	-	542,329
Total Expenditures	33,016,616	220,198	33,236,814

It is requested that the City’s General Fund expenditure and transfers-out budget be increased by \$220,198. The following is a brief description of the changes in the budget as requested:

Overview of Personnel Changes

In an effort to better serve the community, the City is recommending several personnel adjustments, which include an increase of four full time employees. This is being achieved through reducing part time employee positions and restructuring operations to return to in-house staffing versus contract staffing. The Finance Department is being reorganized to implement more efficient internal controls. The fiscal impact to the FY 2016-17 totals \$8,993. See Attachment A for the summary of personnel adjustments.

Administration – \$8,993 is being requested for various personnel changes throughout the department to improve service delivery. See Attachment A for a break-down of all requested personnel changes.

Public Safety – \$10,000 is being requested to cover additional range training ammo for new rifles that have recently been purchased by the department. Training for police officers utilizing these rifles needs to be in place prior to the rifle being issued to the officer.

Public Works – \$82,410 is being requested to cover the cost of public works related studies that are needed for the TOD and Old Town areas.

Maintenance Services - \$23,800 is being requested for additional landscaping necessary for the grade separation areas.

Community Services – \$32,960 is being requested for various items: Heavy duty pool covers for two swimming pools that have recently been renovated, improvements to the City's quarterly newsletter, leveling and rebuilding of sports fields at Tuffree, training to certify staff in CPR and Lifeguard training, replacing broken sports fencing and to cover unbudgeted costs for Heritage Day for cooling supplies

General Government - \$50,000 is being requested to replenish the Emergency Contingency account. Funds from this account have been used to cover additional expenses in the City's IT accounts as well as security changes to City Hall. This fund normally has a balance of \$100,000 for unforeseen emergencies or urgent expenses. Unused funds at the end of the fiscal year return to fund balance.

Overall the General Fund is projected to end the fiscal year with operating expenditures totaling \$33,236,814, which includes the \$220,198 increase as recommended.

Fiscal Year 2016-17 General Fund Summary

	Approved Budget	Budget Amendment	Amended Budget
Revenue & Transfers-In	\$ 33,170,116	\$ 390,162	\$ 33,560,278
Expenditures & Transfers-Out	33,016,616	220,198	33,236,814
Net Change in Fund Balance	153,500	169,964	323,464
Fund Balance - Beginning	71,559		71,559
Fund Balance - Ending	\$ 225,059		\$ 395,023

Prepared by:

 for

Matt Reynolds
Management Analyst

Reviewed by:

 for Irwin Bornstein

Irwin Bornstein
Senior Financial Consultant

Reviewed and Approved:



Damien R. Arrula
City Administrator

Attachments:

1. Resolution No. R-2017-XX
2. Requested Personnel Changes (Attachment A)
3. Updated Personnel Allocation Plan and Compensation Schedule
4. FY 2016-17 Mid-Year Budget PowerPoint presentation

RESOLUTION NO. R-2017-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA AUTHORIZING THE MID-YEAR AMENDMENT OF THE FISCAL YEAR 2016-17 BUDGET.

A. Recitals

(i). The adopted budget for the 2016-17 Fiscal Year sets out estimated appropriations for City expenses throughout the year.

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

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

B. Resolution

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

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

2. The adopted budget for Fiscal Year 2016-17, Resolution No. R-2017-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
See	Attachment B			

PASSED, ADOPTED AND APPROVED this 21st day of February, 2017.

CRAIG S. GREEN, 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 February, 2017 by the following vote:

AYES: COUNCILMEMBERS GREEN, SHADER, WANKE, SMITH, YAMAGUCHI
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE

PATRICK J. MELIA,
CITY CLERK

APPROVED AS TO FORM:

CHRISTIAN BETTANHAUSEN,
CITY ATTORNEY

City of Placentia
Mid Year Budget Amendment
FY 2016-17

<u>Revenue</u>	<u>Account</u>	<u>Amount</u>
Property Tax	100000-4101	\$27,425
Sales & Use Tax	100000-4060	\$109
Real Property Transfer Tax	100000-4094	\$95,000
Transient Occupancy Tax	100000-4096	\$30,000
Franchise Fees	100000-4070	(\$50,000)
Business License	100000-4101	\$5,000
Lease Revenue	100000-4711	\$300,000
Per Barrel Oil Tax	100000-4140	(\$6,200)
Permits	100000-4160	\$20,000
Fines & Forfeitures	100000-4405	(\$60,000)
Investment Income	100000-4601	(\$27,850)
Intergovernmental	100000-4205	(\$15,225)
Charges for Services	100000-4326	(\$31,537)
Charges for Services	100000-4327	(\$126,150)
Sales of Real Property	100000-4751	(\$24,710)
Refunds & Reimbursements	100000-4710	(\$53,500)
Transfers In	100000-7050	\$7,800
Transfers In	100000-7034	\$300,000
TOTAL GENERAL FUND REVENUE		\$390,162

Administration

Personnel changes	101511-5001	\$8,993
-------------------	-------------	---------

Police

Ammunition for rifle training	103043-6162	\$10,000
-------------------------------	-------------	----------

Public Works Administration

Citywide development impact fee study	103550-6017	\$30,200
Systemic safety analysis report	103550-6017	\$16,500
TOD development impact fee study	103550-6017	\$20,710
Old Town CFD preliminary analysis	103550-6017	\$15,000
		\$82,410

Public Works Maintenance

Grade separation landscaping	103655-6115	\$16,000
Patio furniture (offsetting grant revenue)	103652-6301	\$7,800
		\$23,800

Community Services

Two pool covers	104070-6301	\$8,000
Higher quality materials for Palm Quarterly	104070-6230	\$2,600
Palm Quarterly design costs - City branding	104071-6099	\$7,560
New Active Net credit card scanners	104071-6299	\$1,200
Training for lifeguards & CPR instructors	104071-6250	\$1,100
Replace broken sports fence panels	104071-6301	\$1,500
Heritage day first aid & cooling supplies	104071-6301	\$4,000
Rebuild Tuffree pitching mounds and fields	104071-6115	\$7,000
		<u>\$32,960</u>

Environmental Services

SWRCB Additional cost due to increased population	104315-6257	\$12,035
---	-------------	----------

General Government

C/A Contingency Fund	109595-6999	\$50,000
----------------------	-------------	----------

TOTAL GENERAL FUND EXPENSE \$220,198

Special Revenue Funds

CDBG Fund

Transfers Out to CIP	300000-8010	\$112,000
Fund Balance	0030-3001	<u>(\$112,000)</u>
		\$0

Park In-Lieu Fund

Transfers Out to CIP	230000-8010	\$15,000
Fund Balance	0023-3001	<u>(\$15,000)</u>
		\$0

Low Mod In Lieu Housing Fund

Transfers Out to General Fund	340000-8010	\$300,000
Fund Balance	0034-3001	<u>(\$300,000)</u>
		\$0

Capital Improvements Fund

Transfers In from CDBG	330000-7030	\$112,000
Transfers In from Park In-Lieu Fund	330000-7023	\$15,000
Construction Services - Powell Building Improvements	333554-6185	<u>(\$127,000)</u>
		\$0

ATTACHMENT "A"

REQUESTED CHANGES TO PERSONNEL ALLOCATION PLAN

Current Positions	Amended Positions
Administration	
HR Analyst	HR Manager
PT Clerical Aide (1)	Office Specialist (C.C./HR)
IT Project Manager	Management Analyst IT
Management Assistant	IT Technician
City Clerk Specialist	Deputy City Clerk
PT Prod. Coordinator	PT GIS Specialist
Police	
-	PT Mgmt Assistant (Emer Ops)
-	Police Civilian Investigator
Public Works	
Maint. Crewleader (2)	Public Works Supervisor (2)
Development Services	
Contract Asst Planner	Planning Technician
Finance	
Finance Svcs Manager	<i>*Eliminated Through Re-org</i>
-	Office Assistant
PT Accounting Tech	Accounting Technician
Management Analyst	Senior Management Analyst
Senior Accountant	Senior Accountant II

APPENDIX "B"
PLACENTIA CITY EMPLOYEES ASSOCIATION (PCEA)
JOB CLASS AND SALARY SCHEDULE
July 1, 2016
Updated 02/21/2017

<u>SAL SCH</u>	<u>STEP</u>	<u>HOURLY</u>	<u>BIWEEKLY</u>	<u>MONTHLY</u>	<u>ANNUALLY</u>	
18.52	A	15.00622	1,200.50	2,601.08	31,212.94	Office Assistant
	B	15.81656	1,265.32	2,741.54	32,898.44	
	C	16.67065	1,333.65	2,889.58	34,674.95	
	D	17.57087	1,405.67	3,045.62	36,547.41	
	E	18.51970	1,481.58	3,210.08	38,520.98	
19.01	A	15.40770	1,232.62	2,670.67	32,048.01	Planning Aide
	B	16.23966	1,299.17	2,814.87	33,778.49	
	C	17.11654	1,369.32	2,966.87	35,602.40	
	D	18.04080	1,443.26	3,127.07	37,524.86	
	E	19.01499	1,521.20	3,295.93	39,551.18	
19.83	A	16.07029	1,285.62	2,785.52	33,426.20	Custodian/ Parking Control Officer
	B	16.93809	1,355.05	2,935.94	35,231.23	
	C	17.85275	1,428.22	3,094.48	37,133.72	
	D	18.81680	1,505.34	3,261.58	39,138.94	
	E	19.83291	1,586.63	3,437.70	41,252.46	
20.53	A	16.63261	1,330.61	2,882.99	34,595.83	Account Clerk
	B	17.53077	1,402.46	3,038.67	36,464.00	
	C	18.47743	1,478.19	3,202.75	38,433.05	
	D	19.47521	1,558.02	3,375.70	40,508.44	
	E	20.52687	1,642.15	3,557.99	42,695.88	
21.87	A	17.71715	1,417.37	3,070.97	36,851.67	Office Specialist
	B	18.67388	1,493.91	3,236.81	38,841.67	
	C	19.68227	1,574.58	3,411.59	40,939.12	
	D	20.74511	1,659.61	3,595.82	43,149.83	
	E	21.86535	1,749.23	3,789.99	45,479.92	
22.91	A	18.56744	1,485.40	3,218.36	38,620.28	Community Svcs. Officer /Police Svcs. Officer
	B	19.57008	1,565.61	3,392.15	40,705.77	
	C	20.62686	1,650.15	3,575.32	42,903.87	
	D	21.74071	1,739.26	3,768.39	45,220.68	
	E	22.91471	1,833.18	3,971.88	47,662.59	
23.52	A	19.05452	1,524.36	3,302.78	39,633.40	Crime Prev. Officer/ Maint Wrkr
	B	20.08346	1,606.68	3,481.13	41,773.60	
	C	21.16795	1,693.44	3,669.11	44,029.33	
	D	22.31104	1,784.88	3,867.25	46,406.97	
	E	23.51589	1,881.27	4,076.09	48,913.05	
23.98	A	19.43391	1,554.71	3,368.54	40,422.53	GIS Specialist/ Admin Assistant
	B	20.48334	1,638.67	3,550.45	42,605.35	
	C	21.58944	1,727.16	3,742.17	44,906.04	
	D	22.75527	1,820.42	3,944.25	47,330.96	
	E	23.98405	1,918.72	4,157.24	49,886.82	
24.12	A	19.54028	1,563.22	3,386.98	40,643.78	Building Permit Tech/ Planning Tech/ Accounting Tech.
	B	20.59546	1,647.64	3,569.88	42,838.56	
	C	21.70761	1,736.61	3,762.65	45,151.83	
	D	22.87982	1,830.39	3,965.84	47,590.03	
	E	24.11533	1,929.23	4,179.99	50,159.88	

APPENDIX "B"
PLACENTIA CITY EMPLOYEES ASSOCIATION (PCEA)
JOB CLASS AND SALARY SCHEDULE
July 1, 2016
Updated 02/21/2017

<u>SAL</u> <u>SCH</u>	<u>STEP</u>	<u>HOURLY</u>	<u>BIWEEKLY</u>	<u>MONTHLY</u>	<u>ANNUALLY</u>	
25.67	A	20.79890	1,663.91	3,605.14	43,261.71	Community Services Coord./ City Clerk Specialist
	B	21.92204	1,753.76	3,799.82	45,597.84	
	C	23.10583	1,848.47	4,005.01	48,060.13	
	D	24.35355	1,948.28	4,221.28	50,655.38	
	E	25.66864	2,053.49	4,449.23	53,390.78	
25.78	A	20.88969	1,671.18	3,620.88	43,450.56	Facility Maint. Tech
	B	22.01769	1,761.42	3,816.40	45,796.80	
	C	23.20663	1,856.53	4,022.48	48,269.80	
	D	24.45979	1,956.78	4,239.70	50,876.37	
	E	25.78067	2,062.45	4,468.65	53,623.79	
25.93	A	21.01084	1,680.87	3,641.88	43,702.55	Equip Mech.
	B	22.14543	1,771.63	3,838.54	46,062.49	
	C	23.34128	1,867.30	4,045.82	48,549.86	
	D	24.60171	1,968.14	4,264.30	51,171.56	
	E	25.93020	2,074.42	4,494.57	53,934.81	
26.46	A	21.43932	1,715.15	3,716.15	44,593.79	Maint. Crew Leader
	B	22.59704	1,807.76	3,916.82	47,001.84	
	C	23.81728	1,905.38	4,128.33	49,539.94	
	D	25.10341	2,008.27	4,351.26	52,215.09	
	E	26.45899	2,116.72	4,586.22	55,034.70	
27.02	A	21.89395	1,751.52	3,794.95	45,539.41	HR Tech/IT Tech/ Management Assistant/ Senior Account Tech.
	B	23.07622	1,846.10	3,999.88	47,998.54	
	C	24.32236	1,945.79	4,215.88	50,590.51	
	D	25.63575	2,050.86	4,443.53	53,322.36	
	E	27.02014	2,161.61	4,683.49	56,201.89	
27.23	A	22.06671	1,765.34	3,824.90	45,898.75	Facilities Main. Tech. III/ Sr. Eng.Aide
	B	23.25834	1,860.67	4,031.45	48,377.34	
	C	24.51429	1,961.14	4,249.14	50,989.73	
	D	25.83810	2,067.05	4,478.60	53,743.25	
	E	27.23337	2,178.67	4,720.45	56,645.40	
27.79	A	22.52140	1,801.71	3,903.71	46,844.52	Police Dispatcher/ Records Clerk
	B	23.73755	1,899.00	4,114.51	49,374.11	
	C	25.01938	2,001.55	4,336.69	52,040.31	
	D	26.37043	2,109.63	4,570.87	54,850.50	
	E	27.79444	2,223.56	4,817.70	57,812.43	
28.06	A	22.73492	1,818.79	3,940.72	47,288.63	Code Enf. Officer/ Dev Svcs Coordinator/ Sr. Admin Asst
	B	23.96261	1,917.01	4,153.52	49,842.23	
	C	25.25659	2,020.53	4,377.81	52,533.71	
	D	26.62045	2,129.64	4,614.21	55,370.54	
	E	28.05795	2,244.64	4,863.38	58,360.53	
28.36	A	22.97657	1,838.13	3,982.61	47,791.27	Police Property Tech
	B	24.21730	1,937.38	4,197.67	50,371.98	
	C	25.52503	2,042.00	4,424.34	53,092.06	
	D	26.90338	2,152.27	4,663.25	55,959.03	
	E	28.35616	2,268.49	4,915.07	58,980.81	

APPENDIX "B"
PLACENTIA CITY EMPLOYEES ASSOCIATION (PCEA)
JOB CLASS AND SALARY SCHEDULE
July 1, 2016
Updated 02/21/2017

<u>SAL</u> <u>SCH</u>	<u>STEP</u>	<u>HOURLY</u>	<u>BIWEEKLY</u>	<u>MONTHLY</u>	<u>ANNUALLY</u>	
28.77	A	23.31380	1,865.10	4,041.06	48,492.70	Environ. Compliance Officer
	B	24.57274	1,965.82	4,259.27	51,111.30	
	C	25.89967	2,071.97	4,489.28	53,871.31	
	D	27.29825	2,183.86	4,731.70	56,780.36	
	E	28.77236	2,301.79	4,987.21	59,846.50	
29.15	A	23.61577	1,889.26	4,093.40	49,120.80	Planner I (Asst. Planner)
	B	24.89102	1,991.28	4,314.44	51,773.32	
	C	26.23514	2,098.81	4,547.42	54,569.09	
	D	27.65184	2,212.15	4,792.99	57,515.83	
	E	29.14504	2,331.60	5,051.81	60,621.69	
29.36	A	23.78731	1,902.98	4,123.13	49,477.60	Exec. Asst. to the City Admin.
	B	25.07182	2,005.75	4,345.78	52,149.39	
	C	26.42570	2,114.06	4,580.45	54,965.46	
	D	27.85269	2,228.22	4,827.80	57,933.60	
	E	29.35673	2,348.54	5,088.50	61,061.99	
30.62	A	24.80769	1,984.62	4,300.00	51,600.00	Building Inspector
	B	26.14730	2,091.78	4,532.20	54,386.38	
	C	27.55925	2,204.74	4,776.94	57,323.24	
	D	29.04745	2,323.80	5,034.89	60,418.70	
	E	30.61601	2,449.28	5,306.78	63,681.30	
30.97	A	25.09055	2,007.24	4,349.03	52,188.34	Sr. Building Inspector
	B	26.44544	2,115.64	4,583.88	55,006.52	
	C	27.87349	2,229.88	4,831.40	57,976.86	
	D	29.37866	2,350.29	5,092.30	61,107.61	
	E	30.96511	2,477.21	5,367.29	64,407.42	
31.76	A	25.73473	2,058.78	4,460.69	53,528.24	Police Civilian Invest.
	B	27.12441	2,169.95	4,701.56	56,418.77	
	C	28.58913	2,287.13	4,955.45	59,465.39	
	D	30.13294	2,410.64	5,223.04	62,676.52	
	E	31.76012	2,540.81	5,505.09	66,061.04	
33.35	A	27.02300	2,161.84	4,683.99	56,207.84	Police Services Supervisor
	B	28.48224	2,278.58	4,936.92	59,243.06	
	C	30.02028	2,401.62	5,203.52	62,442.18	
	D	31.64137	2,531.31	5,484.50	65,814.05	
	E	33.35000	2,668.00	5,780.67	69,368.00	

APPENDIX "B"
COMPENSATION PLAN/SALARY SCHEDULE
MANAGEMENT AND MID-MANAGEMENT EMPLOYEES
Effective July 1, 2016
Revised 02/21/2017

Executive Management Staff

City Administrator	16,204.03 Monthly Base Salary
--------------------	-------------------------------

Job Class	Monthly Base Salary		
	-20%	Control Point	+10%
Police Chief	10,896.70	13,620.87	14,982.96
Assistant City Administrator	10,245.60	12,807.00	14,087.70
Director of Administrative Services	9,144.40	11,430.50	12,573.55
Director of Community Services	9,144.40	11,430.50	12,573.55
Director of Development Services	9,144.40	11,430.50	12,573.55
Director of Finance/CFO	9,144.40	11,430.50	12,573.55
Director of Public Works	9,144.40	11,430.50	12,573.55

Mid-Management Staff

Job Class	Monthly Base Salary		
	-20%	Control Point	+10%
Accountant	4,294.63	5,368.29	5,905.12
Associate Civil Engineer	5,434.34	6,792.93	7,472.22
Associate Planner	4,713.21	5,891.51	6,480.66
Chief Building Official	6,528.88	8,161.10	8,977.21
City Engineer	7,838.59	9,798.24	10,778.06
Code Enforcement Manager	5,361.13	6,701.41	7,371.55
Community Services Supervisor	4,568.50	5,710.62	6,281.68
Chief Deputy City Clerk	4,796.92	6,657.56	7,323.32
Crime Analyst	4,568.50	5,710.62	6,281.68
Deputy Chief of Police	10,224.10	12,780.13	14,058.14
Deputy City Clerk	4,162.82	5,203.52	5,723.87
Economic Development Manager	5,361.13	6,701.41	7,371.55
Finance Services Manager	6,266.71	7,833.39	8,616.73
Human Resources Analyst	4,568.50	5,710.62	6,281.68
Human Resources Manager	5,361.13	6,701.41	7,371.55
IT Project Manager (Spec. Prj/Soft Sys)	5,813.92	7,267.40	7,994.14
Management Analyst	4,568.50	5,710.62	6,281.68
Neighborhood Services Manager	5,361.13	6,701.41	7,371.55
Public Works Supervisor	4,294.63	5,368.29	5,905.12
Public Works Manager	7,125.99	8,907.49	9,798.24
Public Works Superintendent	5,361.13	6,701.41	7,371.55
Senior Accountant	5,280.67	6,600.84	7,260.92
Senior Accountant II	5,998.72	7,498.40	8,248.24
Senior Management Analyst	5,326.05	6,657.56	7,323.32
Senior Planner	5,998.72	7,498.40	8,248.24



City of Placentia

Fiscal Year 2016/17 Mid-Year Budget Update
City Council Meeting – February 21, 2017

Fiscal Year 2016/17

General Fund Summary

	Approved Budget	Mid Year Adjustments	Amended Budget
Revenue & Transfers In	\$33,170,116	\$390,162	\$33,560,278
Expenditures & Transfers Out	33,016,616	220,198	33,236,814
Surplus/(Deficit)	\$153,500	\$169,964	\$323,464
Unassigned Fund Balance 7/1/2016	71,559		71,559
Projected Unassigned Fund Balance	\$225,059		\$395,023



Fiscal Year 2016/17

General Fund Revenues

	Budget	Proposed Budget Amendment	Amended Budget
Property Tax	13,678,600	27,425	13,706,025
Sales & Use Taxes	6,988,341	109	6,988,450
Other Taxes	4,435,000	73,800	4,508,800
Licenses & Permits	530,000	20,000	550,000
Intergovernmental	336,655	(15,225)	321,430
Charges for Services	1,934,500	142,313	2,076,813
Fines & Forfeitures	515,000	(60,000)	455,000
Miscellaneous Revenue	309,500	(106,060)	203,440
Transfers-in	4,442,520	307,800	4,750,320
	33,170,116	390,162	33,560,278



General Fund Revenue Highlights

- **Property Tax** - \$27,425 increase
 - Very slight growth from original budget
 - Revised estimate from Property Tax Consultant
- **Other Taxes** - \$73,800 increase
 - Increase due to Transient Occupancy Taxes and Real Property Transfer Taxes received better than expected
- **Charges for Services** - \$142,313 increase
 - Outdoor electronic displays \$300k more than original budget
 - Vehicle impound and related fees down due to Police staffing challenge
- **Fines & Forfeitures** - \$60,000 decrease
 - Lower volume of moving citations due to Police staffing challenge
- **Transfers In** - \$307,800 increase
 - Transfer in of \$300,000 from the In-Lieu Low/Mod Housing Fund



Fiscal Year 2016/17

General Fund Expenditures

	Approved Budget	Proposed Budget Amendment	Amended Budget
Legislative	1,131,070	-	1,131,070
Administration	1,646,266	8,993	1,655,259
Finance	1,050,237	-	1,050,237
Development Services	867,705	-	867,705
Public Safety	17,680,487	10,000	17,690,487
Public Works	453,320	82,410	535,730
Maintenance Services	2,922,093	23,800	2,945,893
Community Services	1,166,699	32,960	1,199,659
Environmental Services	94,000	12,035	106,035
General Government	3,819,170	50,000	3,869,170
Debt Service	1,643,240	-	1,643,240
Transfers-out	542,329	-	542,329
	33,016,616	220,198	33,236,814



General Fund Expenditure Highlights

- **Administration** – Increase by \$8,993
 - Funds needed for personnel changes in City Clerks Office and Human Resources
- **Public Safety** – Increase by \$10,000
 - Funds needed for ammunition for rifle training
- **Public Works Admin** – Increase by \$82,410
 - Various studies related to TOD/Old Town area (CFD)
- **Public Works Maintenance**– Increase by \$23,800
 - Additional funds needed for grade separation landscape



General Fund Expenditure Highlights

- **Community Services** – Increase of \$32,960
 - Two pool covers for recently renovated swimming pools
 - Community newsletter costs
 - Rebuild and leveling for Tuffree fields
- **General Government** – Increase of \$50,000
 - Replenish emergency fund



Other Funds Highlights

- **CIP Fund**– Powell Building improvements of \$127,000
 - Transfer of \$112,000 from CDBG
 - Transfer of \$15,000 from Park In-Lieu Fund



Personnel Adjustments Mid-Year 2016/17

Current Positions	Amended Positions	FY 16/17 Budget	Annual Impact
Administration			
HR Analyst	HR Manager	-	5,037
PT Clerical Aide (1)	Office Specialist (C.C./HR)	7,591	45,545
IT Project Manager	Management Analyst IT	-	(18,681)
Management Assistant	IT Technician	-	-
City Clerk Specialist	Deputy City Clerk	1,402	10,138
PT Prod. Coordinator	PT GIS Specialist	-	1,221
		<hr/>	<hr/>
		8,993	43,260
Police			
-	PT Mgmt Assistant (Emer Ops)	-	30,298
-	Police Civilian Investigator	-	82,189
		<hr/>	<hr/>
		-	112,487



Personnel Adjustments Mid-Year 2016/17

Current Positions	Amended Positions	FY 16/17 Budget	Annual Impact
Public Works			
Maint. Crewleader (2)	Public Works Supervisor (2)	-	4,583
Development Services			
Contract Asst Planner	Planning Technician	-	(7,900)
Finance			
Finance Svcs Manager	<i>*Eliminated Through Re-org</i>	-	(152,387)
-	Office Assistant	-	60,220
PT Accounting Tech	Accounting Technician	-	39,879
Management Analyst	Senior Management Analyst	-	4,511
Senior Accountant	Senior Accountant II	-	5,099
		-	(42,678)
TOTAL ALL DEPARTMENTS		8,993	109,752



Key Conclusions

- Sales Tax revenue expected to remain static
- Nominal increase in Property Tax revenue
- Some of the additional revenue is one-time in nature
- Future revenue streams sufficient to cover personnel changes
- Investments in downtown area to spur long-term growth and economic vitality for the City





Questions?

