

**City of Placentia**  
**Check Register**  
For 06/20/2017

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
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**Grand Total: 465,948.01**

Check Totals by ID

AP	465,948.01
EP	0.00
IP	0.00
OP	0.00

<u>Fund Name</u>	<u>Check Totals by Fund</u>
101-General Fund (0010)	197,670.37
210-Measure M (0018)	4,327.62
211-PEG Fund (0058)	5,242.50
265-Landscape Maintenance (0029)	29,323.57
275-Sewer Maintenance (0048)	745.36
401-City Capital Projects (0033)	164,640.40
501-Refuse Administration (0037)	99.05
601-Employee Health & Wlfre (0039)	3,089.55
605-Risk Management (0040)	47,416.59
701-Special Deposits (0044)	13,393.00

**Void Total: 0.00**  
**Check Total: 465,948.01**

**Check Total: 465,948.01**

User: Teri Knutson

Report: AP1400M <3.00>: AP: Warrant List - Machine

**1.b.**  
**June 20, 2017**

**City of Placentia  
Check Register  
For 06/08/2017**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	ADMINSURE V004980	APRIL WORKERS COMP CLAIMS	404580-6025 Third Party Administration	AP060217	3,797.64	10140		00094575	06/01/2017
					<b>Check Total:</b>	<b>3,797.64</b>			
MW OH	ANTHEM LIFE INSURANCE V000046	JUNE LIFE INSURANCE	103040-5110 Life Ins Allocation	AP060217	5.00	060117A		00094576	06/01/2017
					<b>Check Total:</b>	<b>5.00</b>			
MW OH	ARAMARK UNIFORM V004232	PW UNIFORMS	103650-6360 Uniforms	AP060217	416.18	532462387		00094577	06/01/2017
MW OH	ARAMARK UNIFORM V004232	FACILITY MAT CLEANING	103654-6301 Special Department Supplies	AP060217	273.20	532462388		00094577	06/01/2017
					<b>Check Total:</b>	<b>689.38</b>			
MW OH	AT&T V004144	APRIL-MAY PHONE CHARGES	109595-6215 Telephone	AP060217	2,580.68	050617		00094578	06/01/2017
MW OH	AT&T V004144	APRIL-MAY PHONE CHARGES	296561-6215 Telephone	AP060217	529.34	050617		00094578	06/01/2017
					<b>Check Total:</b>	<b>3,110.02</b>			
MW OH	BELLEVILLE, CYNTHIA V008377	DEPOSIT REFUND - KOCH PARK	100000-4385 Facility Rental	AP060217	100.00	2001619.002		00094579	06/01/2017
					<b>Check Total:</b>	<b>100.00</b>			
MW OH	CANON FINANCIAL SERVICES V008867	COPIER METER USAGE	109595-6175 Office Equipment Rental	AP060217	1,882.19	17318018		00094580	06/01/2017
MW OH	CANON FINANCIAL SERVICES V008867	COPIER METER USAGE	109595-6175 Office Equipment Rental	AP060217	2,293.99	17318020		00094580	06/01/2017
					<b>Check Total:</b>	<b>4,176.18</b>			
MW OH	CBE V008124	COPIER OVERAGE CHARGES	109595-6175 Office Equipment Rental	AP060217	2,611.64	IN1897021		00094581	06/01/2017
					<b>Check Total:</b>	<b>2,611.64</b>			
MW OH	COASTLINE ENGINEERING V010458	BUSINESS LICENSE REFUND	0044-2032 SB 1186 BL State Fee	AP060217	1.00	050117		00094582	06/01/2017

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MW OH	COASTLINE ENGINEERING V010458	BUSINESS LICENSE REFUND	100000-4101 Gross Receipts	AP060217	119.00	050117		00094582	06/01/2017
MW OH	COASTLINE ENGINEERING V010458	C & D DEPOSIT REFUND	0044-2033 Construction & Demo Deposit	AP060217	100.00	050117		00094582	06/01/2017
MW OH	COASTLINE ENGINEERING V010458	BLDG PERMIT REFUND	100000-4160 Building Permits	AP060217	600.00	050117		00094582	06/01/2017
<b>Check Total:</b>					<b>820.00</b>				
MW OH	COMMERCIAL AQUATIC V005203	MAY GOMEZ POOL CEMICALS	103654-6130 Repair & Maint/Facilities	AP060217	438.00	I17-2286		00094583	06/01/2017
MW OH	COMMERCIAL AQUATIC V005203	MAY GOMEZ POOL CHEMICALS	103654-6130 Repair & Maint/Facilities	AP060217	648.66	I17-2370		00094583	06/01/2017
<b>Check Total:</b>					<b>1,086.66</b>				
MW OH	CONROY, BRIAN V008501	PD TRAINING - HOTEL	103041-6250 Staff Training	AP060217	526.80	CONROY		00094584	06/01/2017
<b>Check Total:</b>					<b>526.80</b>				
MW OH	COUNTY OF ORANGE V008881	APRIL AFIS SERVICES	103040-6290 Dept. Contract Services	AP060217	1,434.67	SH 46168	P10879	00094585	06/01/2017
MW OH	COUNTY OF ORANGE V008881	MAY AFIS SERVICES	103040-6290 Dept. Contract Services	AP060217	1,434.67	SH 46356	P10879	00094585	06/01/2017
<b>Check Total:</b>					<b>2,869.34</b>				
MW OH	CRON & ASSOC V001603	4/6 PD TRANSCRIPTION SVS	103042-6290 Dept. Contract Services	AP060217	1,258.00	4852		00094586	06/01/2017
MW OH	CRON & ASSOC V001603	4/27 PD TRANSCRIPTION SVS	103042-6290 Dept. Contract Services	AP060217	654.50	4853		00094586	06/01/2017
<b>Check Total:</b>					<b>1,912.50</b>				
MW OH	CSULB FOUNDATION V003930	PD TRAINING - GILLIS	103041-6250 Staff Training	AP060217	146.00	JG061317-A		00094587	06/01/2017
MW OH	CSULB FOUNDATION V003930	PD TRAINING - MCKENZIE	103041-6250 Staff Training	AP060217	146.00	TM061317-A		00094587	06/01/2017

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	CSULB FOUNDATION V003930	PD TRAINING - PALUMBO	103041-6250 Staff Training	AP060217	146.00	ZP061317-A		00094587	06/01/2017
					<b>Check Total:</b>	<b>438.00</b>			
MW OH	ENTENMANN-ROVIN CO V000342	BADGE FOR CITY TREASURER	101001-6301 Special Department Supplies	AP060217	542.04	0127082-IN		00094588	06/01/2017
					<b>Check Total:</b>	<b>542.04</b>			
MW OH	EVERBANK COMMERCIAL V009592	MAY PRINTER MANAGEMENT SVS	109595-6137 Repair Maint/Equipment	AP060217	2,017.64	4470041	P10861	00094589	06/01/2017
					<b>Check Total:</b>	<b>2,017.64</b>			
MW OH	FEINSTERMAKER, DANIEL V005067	MAY MEDIA PRODUCTION SVS	581573-6099 Professional Services	AP060217	5,242.50	PLA-17-005	P10887	00094590	06/01/2017
					<b>Check Total:</b>	<b>5,242.50</b>			
MW OH	FONTAINE V010459	C & D DEPOSIT REFUND	0044-2033 Construction & Demo Deposit	AP060217	100.00	050517		00094591	06/01/2017
MW OH	FONTAINE V010459	BLDG PERMIT REFUND	100000-4160 Building Permits	AP060217	311.20	050617		00094591	06/01/2017
					<b>Check Total:</b>	<b>411.20</b>			
MW OH	GOLDEN STATE WATER V000928	MARCH-MAY WATER CHARGES	0010-1232 Accts Rec/City of Anaheim	AP060217	396.38	051917		00094592	06/01/2017
MW OH	GOLDEN STATE WATER V000928	MARCH-MAY WATER CHARGES	109595-6335 Water	AP060217	24,580.70	051917		00094592	06/01/2017
MW OH	GOLDEN STATE WATER V000928	MARCH-MAY WATER CHARGES	296561-6335 Water	AP060217	14,259.86	051917		00094592	06/01/2017
					<b>Check Total:</b>	<b>39,236.94</b>			
MW OH	GREEN, CRAIG V007523	COUNCIL LEADERSHIP WORKSHOP	101001-6245 Meetings & Conferences	AP060217	1,441.00	053117		00094593	06/01/2017
					<b>Check Total:</b>	<b>1,441.00</b>			
MW OH	HALO CONFIDENTIAL V008544	MAY PD BACKGROUND SCREENING	103040-6290 Dept. Contract Services	AP060217	76.21	0080		00094594	06/01/2017

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MW OH	HALO CONFIDENTIAL V008544	MAY PD BACKGROUND SCREENING	103040-6290 Dept. Contract Services	AP060217	3,923.79	0080	P10877	00094594	06/01/2017
					<b>Check Total:</b>	<b>4,000.00</b>			
MW OH	HERNANDEZ, VICTORIANA V009526	DEPOSIT REFUND - KRAEMER	100000-4340 / 79506-4340 Recreation Programs	AP060217	100.00	2001612.002		00094595	06/01/2017
					<b>Check Total:</b>	<b>100.00</b>			
MW OH	HERREN, MATT V009898	PD TRAINING - HOTEL	103041-6250 Staff Training	AP060217	526.80	HERREN		00094596	06/01/2017
					<b>Check Total:</b>	<b>526.80</b>			
MW OH	HI-WAY SAFETY RENTALS V000459	BARRICADE	103652-6305 Traffic Control Devices	AP060217	629.69	59172		00094597	06/01/2017
MW OH	HI-WAY SAFETY RENTALS V000459	STREET SIGN	103652-6310 Street Signs	AP060217	66.81	59173		00094597	06/01/2017
					<b>Check Total:</b>	<b>696.50</b>			
MW OH	ICMA RETIREMENT TRUST V010029	DEFERRED P/E 5/20 PD 5/26	0010-2170 Deferred Comp Payable - ICMA	AP060217	1,282.04	526171		00094598	06/01/2017
MW OH	ICMA RETIREMENT TRUST V010029	DEFERRED P/E 5/20 PD 5/26	0048-2170 Deferred Comp Payable - ICMA	AP060217	37.75	526171		00094598	06/01/2017
MW OH	ICMA RETIREMENT TRUST V010029	DEFERRED P/E 5/20 PD 5/26	0029-2170 Deferred Comp Payable - ICMA	AP060217	37.75	526171		00094598	06/01/2017
					<b>Check Total:</b>	<b>1,357.54</b>			
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	333554-6185 / 61127-6185 Construction Services	AP060217	136.63	2946498-00		00094599	06/01/2017
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	333554-6185 / 61127-6185 Construction Services	AP060217	117.16	2948057-00		00094599	06/01/2017
					<b>Check Total:</b>	<b>253.79</b>			
MW OH	JUNIORS GOLF CARTS V004147	SCC JUDGMENT CLAIM	404582-6210 Liability Claims	AP060217	1,330.01	05252017		00094600	06/01/2017
					<b>Check Total:</b>	<b>1,330.01</b>			

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MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS	103041-6360 / 50040-6360 Uniforms	AP060217	191.77	35209		00094601	06/01/2017
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS	103041-6360 / 50040-6360 Uniforms	AP060217	78.65	35342		00094601	06/01/2017
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS	103041-6360 / 50040-6360 Uniforms	AP060217	46.31	35797		00094601	06/01/2017
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS	103041-6360 / 50040-6360 Uniforms	AP060217	21.55	35837		00094601	06/01/2017
<b>Check Total:</b>					<b>338.28</b>				
MW OH	KREBS, BIANCA V010455	DEPOSIT REFUND - KRAEMER	100000-4340 / 79506-4340 Recreation Programs	AP060217	100.00	2001615.002		00094602	06/01/2017
<b>Check Total:</b>					<b>100.00</b>				
MW OH	LEGAL SHIELD V008104	MAY LEGAL SERVICES	0010-2192 Police Legal Services	AP060217	233.51	052517A		00094603	06/01/2017
MW OH	LEGAL SHIELD V008104	MAY LEGAL SERVICES	0029-2192 Police Legal Services	AP060217	5.49	052517A		00094603	06/01/2017
MW OH	LEGAL SHIELD V008104	MAY LEGAL SERVICES	0037-2192 Police Legal Services	AP060217	2.47	052517A		00094603	06/01/2017
MW OH	LEGAL SHIELD V008104	MAY LEGAL SERVICES	0048-2192 Police Legal Services	AP060217	25.54	052517A		00094603	06/01/2017
<b>Check Total:</b>					<b>267.01</b>				
MW OH	LEHR AUTO V009930	PD VEHICLE REPAIRS	103042-6301 Special Department Supplies	AP060217	2,195.50	03 302242		00094604	06/01/2017
<b>Check Total:</b>					<b>2,195.50</b>				
MW OH	LIEBERT CASSIDY V000597	APRIL LEGAL SERVICES	101005-6005 Legal Services	AP060217	2,121.60	1439798		00094605	06/01/2017
MW OH	LIEBERT CASSIDY V000597	APRIL LEGAL SERVICES	101005-6005 Legal Services	AP060217	26.58	1439799		00094605	06/01/2017
<b>Check Total:</b>					<b>2,148.18</b>				

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
MW OH	MACSHANE II, DAVID L V010456	FTB CITATION REFUND	100000-4411 Administrative Citations	AP060217	154.55 003122		00094606	06/01/2017
					<b>Check Total:</b>	<b>154.55</b>		
MW OH	MC FADDEN-DALE V000635	VINYL TUBING	103654-6301 Special Department Supplies	AP060217	30.96 284831/5		00094607	06/01/2017
MW OH	MC FADDEN-DALE V000635	GLOVES	103654-6301 Special Department Supplies	AP060217	69.82 284865/5		00094607	06/01/2017
					<b>Check Total:</b>	<b>100.78</b>		
MW OH	MOBILE INDUSTRIAL SUPPL V000649	MOBILE SUPPLIES	103654-6301 Special Department Supplies	AP060217	334.36 311786		00094608	06/01/2017
					<b>Check Total:</b>	<b>334.36</b>		
MW OH	NELSON, NANCY V010457	ADMIN CITATION REFUND	100000-4411 Administrative Citations	AP060217	100.00 161183		00094609	06/01/2017
					<b>Check Total:</b>	<b>100.00</b>		
MW OH	OFFICE INDUSTRIES V007477	RECYCLED PAPER	109595-6315 Office Supplies	AP060217	243.57 59962		00094610	06/01/2017
MW OH	OFFICE INDUSTRIES V007477	RECYCLED PAPER	109595-6315 Office Supplies	AP060217	211.57 60113		00094610	06/01/2017
MW OH	OFFICE INDUSTRIES V007477	DIVIDERS	102020-6315 Office Supplies	AP060217	8.07 60123		00094610	06/01/2017
					<b>Check Total:</b>	<b>463.21</b>		
MW OH	ORANGE COUNTY V000698	FEB SEWER FEES	0044-2037 County Sanitation Dist Fee	AP060217	4,117.00 022817		00094611	06/01/2017
MW OH	ORANGE COUNTY V000698	FEB SEWER FEES	100000-4364 Sanitation Collect Fees	AP060217	-205.85 022817		00094611	06/01/2017
					<b>Check Total:</b>	<b>3,911.15</b>		
MW OH	PARTS SOURCE V000817	HVAC DOOR ACTUATOR	103658-6134 Vehicle Repair & Maintenance	AP060217	39.90 77506		00094612	06/01/2017
MW OH	PARTS SOURCE	GASKET	103658-6134	AP060217	34.35 78814		00094612	06/01/2017

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	V000817		Vehicle Repair & Maintenance						
MW OH	PARTS SOURCE V000817	FUEL PUMP	103658-6134 Vehicle Repair & Maintenance	AP060217	217.48	79153		00094612	06/01/2017
<b>Check Total:</b>					<b>291.73</b>				
MW OH	PRINCIPAL FINANCIAL V000844	MAY LIFE INSURANCE	395083-5163 Life Insurance Premiums	AP060217	402.45	124124723000-00		00094613	06/01/2017
MW OH	PRINCIPAL FINANCIAL V000844	MAY LIFE INSURANCE	101512-5163 Life Insurance Premiums	AP060217	126.23	124124723000-00		00094613	06/01/2017
MW OH	PRINCIPAL FINANCIAL V000844	MAY LIFE INSURANCE	104070-5163 Life Insurance Premiums	AP060217	111.78	124124723000-00		00094613	06/01/2017
MW OH	PRINCIPAL FINANCIAL V000844	MAY LIFE INSURANCE	101511-5163 Life Insurance Premiums	AP060217	69.83	124124723000-00		00094613	06/01/2017
MW OH	PRINCIPAL FINANCIAL V000844	MAY LIFE INSURANCE	103040-5163 Life Insurance Premiums	AP060217	96.88	124124723000-00		00094613	06/01/2017
MW OH	PRINCIPAL FINANCIAL V000844	MAY LIFE INSURANCE	102531-5163 Life Insurance Premiums	AP060217	124.06	124124723000-00		00094613	06/01/2017
<b>Check Total:</b>					<b>931.23</b>				
MW OH	SA AQUATICS V002842	APRIL FOUNTAIN MAINT	0010-1220 Accts Rec/Plac Library Dist	AP060217	142.50	204604		00094614	06/01/2017
MW OH	SA AQUATICS V002842	APRIL FOUNTAIN MAINT	103654-6290 Dept. Contract Services	AP060217	142.50	204604		00094614	06/01/2017
<b>Check Total:</b>					<b>285.00</b>				
MW OH	SO CAL GAS V000909	4/17-5/16 GAS CHARGES	109595-6340 Natural Gas	AP060217	649.16	051817		00094615	06/01/2017
<b>Check Total:</b>					<b>649.16</b>				
MW OH	SOUTHERN CALIFORNIA V000910	JAN-MAY ELECTRICAL CHARGES	0010-1226 AR/City of Yorba Linda	AP060217	114.78	052417		00094616	06/01/2017
MW OH	SOUTHERN CALIFORNIA V000910	JAN-MAY ELECTRICAL CHARGES	0010-1224 AR/City of Fullerton	AP060217	1,143.33	052417		00094616	06/01/2017

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MW OH	SOUTHERN CALIFORNIA V000910	JAN-MAY ELECTRICAL CHARGES	296561-6330 Electricity	AP060217	1,613.58 052417		00094616	06/01/2017
MW OH	SOUTHERN CALIFORNIA V000910	JAN-MAY ELECTRICAL CHARGES	109595-6330 / 61138-6330 Electricity	AP060217	1,143.33 052417		00094616	06/01/2017
MW OH	SOUTHERN CALIFORNIA V000910	JAN-MAY ELECTRICAL CHARGES	109595-6330 Electricity	AP060217	7,153.92 052417		00094616	06/01/2017
MW OH	SOUTHERN CALIFORNIA V000910	JAN-MAY ELECTRICAL CHARGES	109595-6330 / 61139-6330 Electricity	AP060217	1,826.95 052417		00094616	06/01/2017
<b>Check Total:</b>					<b>12,995.89</b>			
MW OH	SPARKLETTS V000967	MAY WATER, COFFEE SVS	109595-6301 Special Department Supplies	AP060217	1,850.24 4106122 051717		00094617	06/01/2017
<b>Check Total:</b>					<b>1,850.24</b>			
MW OH	SWRCB V009013	WAIVER FOR SWPPP	104315-6257 Licenses & Permits	AP060217	200.00 485860		00094618	06/01/2017
<b>Check Total:</b>					<b>200.00</b>			
MW OH	THE LIGHTHOUSE V000576	LED FLOODLIGHT	103658-6301 Special Department Supplies	AP060217	133.39 0335123		00094619	06/01/2017
<b>Check Total:</b>					<b>133.39</b>			
MW OH	THE SAUCE CREATIVE V007476	PRINTING SUMMER QUARTERLY	104070-6230 Printing & Binding	AP060217	6,937.50 1580	P11044	00094620	06/01/2017
MW OH	THE SAUCE CREATIVE V007476	TAX	104071-6099 Professional Services	AP060217	33.31 1580	P11044	00094620	06/01/2017
MW OH	THE SAUCE CREATIVE V007476	SUMMER QUARTERLY DESIGN	104071-6099 Professional Services	AP060217	4,080.00 1581	P11044	00094620	06/01/2017
<b>Check Total:</b>					<b>11,050.81</b>			
MW OH	TIME WARNER CABLE V004450	JUNE PD CABLE	109595-6215 Telephone	AP060217	129.50 21042 JUNE 17		00094621	06/01/2017
MW OH	TIME WARNER CABLE V004450	JUNE 10MB FIBER CHARGES	109595-6215 Telephone	AP060217	1,324.50 35200 JUNE 17		00094621	06/01/2017

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MW OH	TIME WARNER CABLE V004450	JUNE 10MB FIBER - WHITTEN	109595-6215 Telephone	AP060217	1,217.98	47700 JUNE 17		00094621	06/01/2017
MW OH	TIME WARNER CABLE V004450	5/22-6/21 CABLE CHARGES	109595-6215 Telephone	AP060217	313.62	52862 JUNE 17		00094621	06/01/2017
					<b>Check Total:</b>	<b>2,985.60</b>			
MW OH	TURBO DATA SYSTEMS INC V001238	APRIL CITATION PROCESSING	103047-6290 Dept. Contract Services	AP060217	2,162.09	26017		00094622	06/01/2017
					<b>Check Total:</b>	<b>2,162.09</b>			
MW OH	US BANK PARS #6746022400 V008781	PARS/ARS P/E 5/20 PD 5/26	0010-2131 Employer PARS/ARS Payable	AP060217	2,293.83	52617J		00094623	06/01/2017
MW OH	US BANK PARS #6746022400 V008781	PARS/ARS P/E 5/20 PD 5/26	0010-2126 Employee PARS/ARS W/H	AP060217	1,185.09	52617J		00094623	06/01/2017
MW OH	US BANK PARS #6746022400 V008781	PARS/ARS P/E 5/20 PD 5/26	0048-2131 Employer PARS/ARS Payable	AP060217	80.75	52617J		00094623	06/01/2017
MW OH	US BANK PARS #6746022400 V008781	PARS/ARS P/E 5/20 PD 5/26	0037-2131 Employer PARS/ARS Payable	AP060217	32.30	52617J		00094623	06/01/2017
					<b>Check Total:</b>	<b>3,591.97</b>			
MW OH	VERIZON WIRELESS V008735	4/21-5/20 PD AIRCARDS	109595-6215 Telephone	AP060217	1,437.93	9786118931		00094624	06/01/2017
MW OH	VERIZON WIRELESS V008735	4/21-5/20 CA IPAD CHARGES	109595-6215 Telephone	AP060217	38.01	9786118932		00094624	06/01/2017
MW OH	VERIZON WIRELESS V008735	4/21-5/20 COUNCIL IPADS	109595-6215 Telephone	AP060217	106.92	9786118933		00094624	06/01/2017
MW OH	VERIZON WIRELESS V008735	4/21-5/20 KRAEMER INTERNET SVS	0010-1232 Accts Rec/City of Anaheim	AP060217	19.00	9786124243		00094624	06/01/2017
MW OH	VERIZON WIRELESS V008735	4/21-5/20 KRAEMER INTERNET SVS	109595-6215 / 61139-6215 Telephone	AP060217	19.01	9786124243		00094624	06/01/2017
					<b>Check Total:</b>	<b>1,620.87</b>			
MW OH	VILLAGE NURSERIES	DROUGHT RESISTANT PLANTS	333554-6185 / 61127-6185	AP060217	140.08	18201902		00094625	06/01/2017

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	V001098		Construction Services						
MW OH	VILLAGE NURSERIES V001098	DROUGHT RESISTANT PLANTS	333554-6185 / 61127-6185 Construction Services	AP060217	1,380.92	18202292		00094625	06/01/2017
					<b>Check Total:</b>	<b>1,521.00</b>			
MW OH	WANKE, CHAD P. V007435	LEAGUE MTG TRAVEL EXPENSES	101001-6245 Meetings & Conferences	AP060217	250.00	053117		00094626	06/01/2017
					<b>Check Total:</b>	<b>250.00</b>			
MW OH	WEX BANK V007269	APRIL-MAY PD FUEL CHARGES	103658-6345 Gasoline & Diesel Fuel	AP060217	697.91	49886298		00094627	06/01/2017
					<b>Check Total:</b>	<b>697.91</b>			
MW OH	YORBA LINDA WATER V001148	APRIL WATER CHARGES	109595-6335 Water	AP060217	597.05	051517		00094628	06/01/2017
MW OH	YORBA LINDA WATER V001148	APR-MAY WATER CHARGES	109595-6335 Water	AP060217	913.11	052217		00094628	06/01/2017
					<b>Check Total:</b>	<b>1,510.16</b>			
MW OH	ARAMARK UNIFORM V004232	PW UNIFORMS	103650-6360 Uniforms	AP060817	233.07	532479472		00094629	06/08/2017
MW OH	ARAMARK UNIFORM V004232	FACILITY MAT CLEANING	103654-6301 Special Department Supplies	AP060817	155.39	532479473		00094629	06/08/2017
MW OH	ARAMARK UNIFORM V004232	PW UNIFORMS	103650-6360 Uniforms	AP060817	138.03	532496445		00094629	06/08/2017
MW OH	ARAMARK UNIFORM V004232	FACILITY MAT CLEANING	103654-6301 Special Department Supplies	AP060817	263.20	532496446		00094629	06/08/2017
					<b>Check Total:</b>	<b>789.69</b>			
MW OH	AT & T V008736	5/27-6/26 SR CENTER DSL	109595-6215 Telephone	AP060817	70.00	JUNE 17		00094630	06/08/2017
MW OH	AT & T V008736	JUNE IMPOUND YARD INTERNET	109595-6215 Telephone	AP060817	50.78	JUNE PD 17		00094630	06/08/2017
MW OH	AT & T	IRRIGATION CONTROL MODEM	296561-6215	AP060817	69.00	MAY LMD 17		00094630	06/08/2017

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	V008736		Telephone						
				<b>Check Total:</b>	<b>189.78</b>				
MW OH	AVILA NIEVES, SONIA V010465	DEPOSIT REFUND - BACKS	100000-4385 Facility Rental	AP060817	150.00	2001620.002		00094631	06/08/2017
				<b>Check Total:</b>	<b>150.00</b>				
MW OH	BIGGS CARDOSA V010461	MARCH ENGINEERING SVS	333552-6185 / 61116-6185 Construction Services	AP060817	28,393.33	71428	P11051	00094632	06/08/2017
				<b>Check Total:</b>	<b>28,393.33</b>				
MW OH	BORNSTEIN, IRWIN V010388	MAY FINANCE CONSULTANT SVS	102020-6099 Professional Services	AP060817	19,093.75	243	P11038	00094633	06/08/2017
				<b>Check Total:</b>	<b>19,093.75</b>				
MW OH	BUTTS, BRAD V002941	SPRING TUITION REIMBURSEMENT	109595-5150 Tuition Reimbursement	AP060817	3,342.08	06012017		00094634	06/08/2017
				<b>Check Total:</b>	<b>3,342.08</b>				
MW OH	CITY OF FULLERTON V000385	7/26-1/23 SIGNAL MAINT	103652-6099 Professional Services	AP060817	251.75	AR148176		00094635	06/08/2017
				<b>Check Total:</b>	<b>251.75</b>				
MW OH	CIVIL SOURCE INC V010462	FEB CONSTRUCTION/INSPEC SVS	333552-6185 / 61033-6185 Construction Services	AP060817	1,522.50	63427	P11052	00094636	06/08/2017
MW OH	CIVIL SOURCE INC V010462	MAY CONSTRUCTION/INSPEC SVS	333552-6185 / 61033-6185 Construction Services	AP060817	1,740.00	64429	P11052	00094636	06/08/2017
				<b>Check Total:</b>	<b>3,262.50</b>				
MW OH	CLEAR CHOICE LIEN SALES V005847	APRIL LIEN SERVICES	103047-6182 Lien Services	AP060817	12.50	148A	P10911	00094637	06/08/2017
MW OH	CLEAR CHOICE LIEN SALES V005847	MAY CSUF PD LIEN SERVICES	103047-6182 Lien Services	AP060817	37.50	154H	P10911	00094637	06/08/2017
MW OH	CLEAR CHOICE LIEN SALES V005847	MAY LIEN SERVICES	103047-6182 Lien Services	AP060817	37.50	154I	P10911	00094637	06/08/2017
MW OH	CLEAR CHOICE LIEN SALES	MAY LIEN SERVICES	103047-6182	AP060817	87.50	158F	P10911	00094637	06/08/2017

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	V005847		Lien Services					
MW OH	CLEAR CHOICE LIEN SALES MAY LIEN SERVICES V005847		103047-6182 Lien Services	AP060817	12.50 163E	P10911	00094637	06/08/2017
MW OH	CLEAR CHOICE LIEN SALES APRIL LIEN SERVICES V005847		103047-6182 Lien Services	AP060817	50.00 3602	P10911	00094637	06/08/2017
MW OH	CLEAR CHOICE LIEN SALES MAY LIEN SERVICES V005847		103047-6182 Lien Services	AP060817	15.00 7353	P10911	00094637	06/08/2017
MW OH	CLEAR CHOICE LIEN SALES MAY CSUF PD LIEN SERVICES V005847		103047-6182 Lien Services	AP060817	7.50 7357	P10911	00094637	06/08/2017
				<b>Check Total:</b>	<b>260.00</b>			
MW OH	COMMERCIAL AQUATIC V005203	MAY WHITTEN POOL CHEMICALS	103654-6130 Repair & Maint/Facilities	AP060817	321.20 I17-2534		00094638	06/08/2017
MW OH	COMMERCIAL AQUATIC V005203	MAY GOMEZ POOL MAINT	103654-6130 Repair & Maint/Facilities	AP060817	316.90 I17-2593		00094638	06/08/2017
MW OH	COMMERCIAL AQUATIC V005203	MAY WHITTEN POOL MAINT	103654-6130 Repair & Maint/Facilities	AP060817	300.00 I17-2594		00094638	06/08/2017
MW OH	COMMERCIAL AQUATIC V005203	WHITTEN POOL PUMP MOTOR	103654-6137 Repair Maint/Equipment	AP060817	2,799.39 I17-2150	P11030	00094638	06/08/2017
				<b>Check Total:</b>	<b>3,737.49</b>			
MW OH	CREATIVE MANAGEMENT V004369	MAR-APR CLASS/COMP SURVEY	101512-6001 Management Consulting Services	AP060817	1,560.00 05192017		00094639	06/08/2017
				<b>Check Total:</b>	<b>1,560.00</b>			
MW OH	DFS FLOORING INC V000099	MAY CARPET CLEANING	103654-6130 Repair & Maint/Facilities	AP060817	665.00 305857-18		00094640	06/08/2017
				<b>Check Total:</b>	<b>665.00</b>			
MW OH	DIAMOND ENVIRONMENTAL V004152	PORTABLE RESTROOM RENTAL	102534-6225 Advertising/Promotional	AP060817	226.70 0001076768		00094641	06/08/2017
				<b>Check Total:</b>	<b>226.70</b>			
MW OH	DIXIE LEE BALLON	RIBBON CUTTING BALLOONS	102534-6225	AP060817	357.48 10562		00094642	06/08/2017

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	V010464		Advertising/Promotional						
				<b>Check Total:</b>	<b>357.48</b>				
MW OH	DUDEK & ASSOCIATES INC V004114	MARCH CONSULTING SVS	333556-6017 / 61085-6017 Special Studies	AP060817	49,476.50	20171813	P10952	00094643	06/08/2017
MW OH	DUDEK & ASSOCIATES INC V004114	APRIL CONSULTING SVS	333556-6017 / 61085-6017 Special Studies	AP060817	2,471.25	20172507	P10952	00094643	06/08/2017
MW OH	DUDEK & ASSOCIATES INC V004114	2/25-3/31 CONSULTING SVS	333556-6017 / 61028-6017 Special Studies	AP060817	2,460.00	20171809	P10953	00094643	06/08/2017
MW OH	DUDEK & ASSOCIATES INC V004114	APRIL CONSULTING SVS	333556-6017 / 61028-6017 Special Studies	AP060817	3,640.00	20172506	P10953	00094643	06/08/2017
				<b>Check Total:</b>	<b>58,047.75</b>				
MW OH	EARLY, KRISTINA KAY V010466	5/15-30 PLANNING SERVICES	102531-6290 Dept. Contract Services	AP060817	1,020.00	1001	P11057	00094644	06/08/2017
				<b>Check Total:</b>	<b>1,020.00</b>				
MW OH	FEDEX V000394	MAY SHIPPING CHARGES	102020-6325 Postage	AP060817	44.73	5-822-56520		00094645	06/08/2017
MW OH	FEDEX V000394	MAY SHIPPING CHARGES	103550-6325 Postage	AP060817	30.72	5-822-56520		00094645	06/08/2017
				<b>Check Total:</b>	<b>75.45</b>				
MW OH	GLOE, ADAM V002828	PD TRAINING - MEALS, MILEAGE	103041-6250 Staff Training	AP060817	167.92	AG062217		00094646	06/08/2017
				<b>Check Total:</b>	<b>167.92</b>				
MW OH	GOLDEN STATE WATER V000928	MARCH-MAY WATER CHARGES	109595-6335 Water	AP060817	4,531.49	052517		00094647	06/08/2017
MW OH	GOLDEN STATE WATER V000928	MARCH-MAY WATER CHARGES	296561-6335 Water	AP060817	12,741.38	052517		00094647	06/08/2017
				<b>Check Total:</b>	<b>17,272.87</b>				
MW OH	GRAF, MARILYN V009793	SPRING INSTRUCTOR PAYMENT	104071-6060 Instructional Services	AP060817	1,195.20	SPRING 2017		00094648	06/08/2017

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				<b>Check Total:</b>	<b>1,195.20</b>				
MW OH	GREENFIELDS OUTDOOR V009827	OUTDOOR EXERCISE EQUIPMENT	333555-6185 / 79542-6185 Construction Services	AP060817	30,892.90	4406	P11048	00094649	06/08/2017
				<b>Check Total:</b>	<b>30,892.90</b>				
MW OH	HONEYWELL V001388	AC REPAIRS	103654-6137 Repair Maint/Equipment	AP060817	543.23	5240168124		00094650	06/08/2017
				<b>Check Total:</b>	<b>543.23</b>				
MW OH	HR GREEN INC V007928	APRIL ENGINEERING SVS	333552-6015 / 6105615155-6015 Engineering Services	AP060817	2,087.50	111851	P10999	00094651	06/08/2017
				<b>Check Total:</b>	<b>2,087.50</b>				
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103652-6301 Special Department Supplies	AP060817	798.38	2955459-00		00094652	06/08/2017
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	109595-6999 / 50057-6185 Other Expenditure	AP060817	50.75	2956280-00		00094652	06/08/2017
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	333552-6185 / 61127-6185 Construction Services	AP060817	93.09	2959258-00		00094652	06/08/2017
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103652-6301 Special Department Supplies	AP060817	606.75	2961854-00		00094652	06/08/2017
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	333552-6185 / 61127-6185 Construction Services	AP060817	108.04	2965388-00		00094652	06/08/2017
				<b>Check Total:</b>	<b>1,657.01</b>				
MW OH	JOHN L HUNTER & V009056	MARCH NPDES CONSULTING SVS	103550-6015 Engineering Services	AP060817	4,505.75	PLANP0317	P10901	00094653	06/08/2017
				<b>Check Total:</b>	<b>4,505.75</b>				
MW OH	LILLEY PLANNING GROUP V008540	5/23-30 BLDG OFFICIAL SVS	102532-6290 Dept. Contract Services	AP060817	1,790.00	INV-1827	P11000	00094654	06/08/2017
MW OH	LILLEY PLANNING GROUP V008540	5/22-6/2 PW INSPECTOR SVS	103550-6290 Dept. Contract Services	AP060817	1,840.00	INV-1828	P11000	00094654	06/08/2017
MW OH	LILLEY PLANNING GROUP	APRIL TOD CONSULTING SVS	332531-6017 / 61086-6017	AP060817	660.00	INV-1792	P11018	00094654	06/08/2017

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	V008540		Special Studies						
				<b>Check Total:</b>	<b>4,290.00</b>				
MW OH	MAKE IT PERSONAL V000646	NAME BADGE	102020-6315 Office Supplies	AP060817	17.58	06022017-10		00094655	06/08/2017
MW OH	MAKE IT PERSONAL V000646	NAME BADGE	102531-6315 Office Supplies	AP060817	45.69	8501-42		00094655	06/08/2017
				<b>Check Total:</b>	<b>63.27</b>				
MW OH	MC FADDEN-DALE V000635	PIPE PLUG DRYSEAL	103652-6301 Special Department Supplies	AP060817	9.22	286870/5		00094656	06/08/2017
				<b>Check Total:</b>	<b>9.22</b>				
MW OH	MINNESOTA LIFE INSURANCE V000627	ONE LIFE INSURANCE PREMIUM	101511-5163 Life Insurance Premiums	AP060817	644.40	JUNE 2017		00094657	06/08/2017
				<b>Check Total:</b>	<b>644.40</b>				
MW OH	MV CHENG & ASSOCIATES V010389	MAY FINANCE DIRECTOR SVS	102020-6099 Professional Services	AP060817	27,055.00	053117	P11037	00094658	06/08/2017
				<b>Check Total:</b>	<b>27,055.00</b>				
MW OH	ONE STOP PARTS SOURCE V007231	CREDIT	103658-6134 Vehicle Repair & Maintenance	AP060817	-8.54	658851		00094659	06/08/2017
MW OH	ONE STOP PARTS SOURCE V007231	CREDIT	103658-6134 Vehicle Repair & Maintenance	AP060817	-85.70	659371		00094659	06/08/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP060817	161.83	663673		00094659	06/08/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP060817	134.87	663681		00094659	06/08/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP060817	42.97	663896		00094659	06/08/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP060817	226.79	663971.2		00094659	06/08/2017
MW OH	ONE STOP PARTS SOURCE	VEHICLE PARTS	103658-6134	AP060817	41.25	664616		00094659	06/08/2017

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	V007231		Vehicle Repair & Maintenance						
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP060817	41.71	664696		00094659	06/08/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP060817	35.65	665233		00094659	06/08/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP060817	107.71	665461		00094659	06/08/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP060817	32.94	665635		00094659	06/08/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP060817	483.22	666418		00094659	06/08/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP060817	29.84	666623		00094659	06/08/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP060817	8.20	666787		00094659	06/08/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP060817	78.31	666848		00094659	06/08/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP060817	61.01	667070		00094659	06/08/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP060817	101.60	667535		00094659	06/08/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP060817	68.72	667616		00094659	06/08/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP060817	284.01	668054		00094659	06/08/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP060817	242.99	668105		00094659	06/08/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP060817	10.41	668152		00094659	06/08/2017
<b>Check Total:</b>					<b>2,099.79</b>				

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MW OH	ORANGE COUNTY V007306	MAY PARKING CITATIONS	0044-2038 Parking Fines	AP060817	9,075.00	060617		00094660	06/08/2017
					<b>Check Total:</b>	<b>9,075.00</b>			
MW OH	PARKHOUSE TIRE INC V004472	TIRES	103658-6134 Vehicle Repair & Maintenance	AP060817	576.14	1020179837		00094661	06/08/2017
MW OH	PARKHOUSE TIRE INC V004472	TIRES	103658-6134 Vehicle Repair & Maintenance	AP060817	2,304.54	1020181285		00094661	06/08/2017
					<b>Check Total:</b>	<b>2,880.68</b>			
MW OH	PARTS SOURCE V000817	DODGE TRUCK WINDOW	103658-6301 Special Department Supplies	AP060817	82.60	79802		00094662	06/08/2017
MW OH	PARTS SOURCE V000817	VEHICLE MAINT SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP060817	115.42	80873		00094662	06/08/2017
					<b>Check Total:</b>	<b>198.02</b>			
MW OH	PLACENTIA, CITY OF V000778	MAY DENTAL CLAIMS	395083-5130 Dental Claim	AP060817	2,687.10	50117		00094663	06/08/2017
					<b>Check Total:</b>	<b>2,687.10</b>			
MW OH	PLACENTIA, CITY OF V000782	MAY WORKERS COMP CLAIMS	404580-5165 Workers' Compensation Claims	AP060817	42,288.94	50117		00094664	06/08/2017
					<b>Check Total:</b>	<b>42,288.94</b>			
MW OH	POWERSTRIDE BATTERY COBATTERY V000785		103658-6134 Vehicle Repair & Maintenance	AP060817	82.02	C 542435		00094665	06/08/2017
MW OH	POWERSTRIDE BATTERY COBATTERY V000785		103658-6134 Vehicle Repair & Maintenance	AP060817	73.00	C 64459		00094665	06/08/2017
					<b>Check Total:</b>	<b>155.02</b>			
MW OH	PRECISION AUTO WERKS V010416	WINDOW TINTING	103658-6301 Special Department Supplies	AP060817	300.00	1958		00094666	06/08/2017
					<b>Check Total:</b>	<b>300.00</b>			
MW OH	PROCURE AMERICA V009591	JUNE PRINTER SAVINGS PROGRAM	109595-6137 Repair Maint/Equipment	AP060817	400.42	6-1725	P10867	00094667	06/08/2017

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				<b>Check Total:</b>	<b>400.42</b>				
MW OH	R DEPENDABLE V010189	MAY PD LOBBY CONSTRUCTION SVS	333554-6185 / 61125-6185 Construction Services	AP060817	39,320.50	2129	P11050	00094668	06/08/2017
				<b>Check Total:</b>	<b>39,320.50</b>				
MW OH	SECOND HARVEST FOOD V005571	JUNE COMMODITIES DELIVERY	104071-6301 Special Department Supplies	AP060817	30.00	407270		00094669	06/08/2017
				<b>Check Total:</b>	<b>30.00</b>				
MW OH	SMITH, WARD V002806	SCAG CONF REIMBURSEMENT	101001-6245 Meetings & Conferences	AP060817	120.00	060117		00094670	06/08/2017
				<b>Check Total:</b>	<b>120.00</b>				
MW OH	SO CAL GAS V000909	APRIL-MAY GAS CHARGES	109595-6340 Natural Gas	AP060817	35.25	052517		00094671	06/08/2017
				<b>Check Total:</b>	<b>35.25</b>				
MW OH	SPRINT V006533	4/26-5/25 PD RELAY SVS	109595-6215 Telephone	AP060817	37.99	313574471-067		00094672	06/08/2017
				<b>Check Total:</b>	<b>37.99</b>				
MW OH	SPRINT V006126	MAY PD FRAME RELAY	109595-6215 Telephone	AP060817	611.04	95051171003511		00094673	06/08/2017
				<b>Check Total:</b>	<b>611.04</b>				
MW OH	TEAM ONE MANAGEMENT V010070	MAY PARK JANITORIAL SVS	103655-6290 Dept. Contract Services	AP060817	4,337.50	13	P11013	00094674	06/08/2017
				<b>Check Total:</b>	<b>4,337.50</b>				
MW OH	THE SAUCE CREATIVE V007476	COMMUNITY WALKS BANNER	104070-6099 Professional Services	AP060817	449.32	1615		00094675	06/08/2017
				<b>Check Total:</b>	<b>449.32</b>				
MW OH	TRILLIUM CNG (1720) V007952	MAY CNG FUEL	103658-6345 Gasoline & Diesel Fuel	AP060817	65.43	1706062022		00094676	06/08/2017
				<b>Check Total:</b>	<b>65.43</b>				
MW OH	WEST COAST ARBORISTS	INSIDEWALK/CURB RECONSTRUCTION	03652-6132	AP060817	3,838.00	126100		00094677	06/08/2017

**City of Placentia  
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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V001124		Repair & Maintenance/Streets						
				<b>Check Total:</b>	<b>3,838.00</b>				
MW OH	WESTERN TRANSIT V008280	MAY SR TRANSPORTATION	184071-6401 / 79538-6401 Community Programs	AP060817	4,327.62	2.2735	P10957	00094678	06/08/2017
				<b>Check Total:</b>	<b>4,327.62</b>				
MW OH	WILLIS, EVELYN V009815	SPRING INSTRUCTOR PAYMENT	104071-6060 Instructional Services	AP060817	630.00	SPRING 2017		00094679	06/08/2017
				<b>Check Total:</b>	<b>630.00</b>				
MW OH	WONG, JAMIE V008829	MILEAGE REIMBURSEMENT	102020-6250 Staff Training	AP060817	8.18	060617		00094680	06/08/2017
MW OH	WONG, JAMIE V008829	MILEAGE REIMBURSEMENT	102020-6250 Staff Training	AP060817	8.19	060817		00094680	06/08/2017
				<b>Check Total:</b>	<b>16.37</b>				
MW OH	YORBA LINDA WATER V006633	MAY SEWER CHARGES	484356-6297 Billing Services	AP060817	347.60	201590		00094681	06/08/2017
				<b>Check Total:</b>	<b>347.60</b>				
MW OH	CALIFORNIA STATE V004813	P/E 6/3/17 PD DATE 6/9/17	0010-2196 Garnishments W/H	PY17012	941.52	2700/1701012		00094682	06/09/2017
MW OH	CALIFORNIA STATE V004813	P/E 6/3/17 PD DATE 6/9/17	0037-2196 Garnishments W/H	PY17012	46.16	2700/1701012		00094682	06/09/2017
MW OH	CALIFORNIA STATE V004813	P/E 6/3/17 PD DATE 6/9/17	0029-2196 Garnishments W/H	PY17012	22.50	2700/1701012		00094682	06/09/2017
MW OH	CALIFORNIA STATE V004813	P/E 6/3/17 PD DATE 6/9/17	0048-2196 Garnishments W/H	PY17012	137.88	2700/1701012		00094682	06/09/2017
				<b>Check Total:</b>	<b>1,148.06</b>				
MW OH	FRANCHISE TAX BOARD V000404	P/E 6/3/17 PD DATE 6/9/17	0010-2196 Garnishments W/H	PY17012	48.00	2710/1701012		00094683	06/09/2017
MW OH	FRANCHISE TAX BOARD V000404	P/E 6/3/17 PD DATE 6/9/17	0029-2196 Garnishments W/H	PY17012	6.00	2710/1701012		00094683	06/09/2017

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	FRANCHISE TAX BOARD V000404	P/E 6/3/17 PD DATE 6/9/17	0048-2196 Garnishments W/H	PY17012	6.00	2710/1701012		00094683	06/09/2017
					<b>Check Total:</b>	<b>60.00</b>			
MW OH	ORANGE COUNTY V000699	P/E 6/3/17 PD DATE 6/9/17	0010-2176 PCEA/OCEA Assoc Dues	PY17012	313.63	2610/1701012		00094684	06/09/2017
MW OH	ORANGE COUNTY V000699	P/E 6/3/17 PD DATE 6/9/17	0037-2176 PCEA/OCEA Assoc Dues	PY17012	0.96	2610/1701012		00094684	06/09/2017
MW OH	ORANGE COUNTY V000699	P/E 6/3/17 PD DATE 6/9/17	0029-2176 PCEA/OCEA Assoc Dues	PY17012	7.68	2610/1701012		00094684	06/09/2017
MW OH	ORANGE COUNTY V000699	P/E 6/3/17 PD DATE 6/9/17	0048-2176 PCEA/OCEA Assoc Dues	PY17012	24.05	2610/1701012		00094684	06/09/2017
					<b>Check Total:</b>	<b>346.32</b>			
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 6/3/17 PD DATE 6/9/17	0010-2176 PCEA/OCEA Assoc Dues	PY17012	32.60	2615/1701012		00094685	06/09/2017
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 6/3/17 PD DATE 6/9/17	0029-2176 PCEA/OCEA Assoc Dues	PY17012	0.80	2615/1701012		00094685	06/09/2017
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 6/3/17 PD DATE 6/9/17	0037-2176 PCEA/OCEA Assoc Dues	PY17012	0.10	2615/1701012		00094685	06/09/2017
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 6/3/17 PD DATE 6/9/17	0048-2176 PCEA/OCEA Assoc Dues	PY17012	2.50	2615/1701012		00094685	06/09/2017
					<b>Check Total:</b>	<b>36.00</b>			
MW OH	PLACENTIA POLICE V000839	P/E 6/3/17 PD DATE 6/9/17	0010-2180 Police Mgmt Assn Dues	PY17012	804.14	2625/1701012		00094686	06/09/2017
					<b>Check Total:</b>	<b>804.14</b>			
MW OH	PLACENTIA POLICE V003519	P/E 6/3/17 PD DATE 6/9/17	0010-2178 Placentia Police Assoc Dues	PY17012	2,687.90	2620/1701012		00094687	06/09/2017
					<b>Check Total:</b>	<b>2,687.90</b>			
MW OH	VANTAGEPOINT TRANSFER V007191	P/E 6/3/17 PD DATE 6/9/17	0010-2170 Deferred Comp Payable - ICMA	PY17012	2,537.25	2606/1701012		00094688	06/09/2017

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For 06/08/2017**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	VANTAGEPOINT TRANSFER P/E 6/3/17 PD DATE 6/9/17 V007191		0029-2170 Deferred Comp Payable - ICMA	PY17012	30.19	2606/1701012		00094688	06/09/2017
MW OH	VANTAGEPOINT TRANSFER P/E 6/3/17 PD DATE 6/9/17 V007191		0037-2170 Deferred Comp Payable - ICMA	PY17012	17.06	2606/1701012		00094688	06/09/2017
MW OH	VANTAGEPOINT TRANSFER P/E 6/3/17 PD DATE 6/9/17 V007191		0048-2170 Deferred Comp Payable - ICMA	PY17012	83.29	2606/1701012		00094688	06/09/2017
					<b>Check Total:</b>	<b>2,667.79</b>			
					<b>Type Total:</b>	<b>465,948.01</b>			
					<b>Check Total:</b>	<b>465,948.01</b>			

**City of Placentia**  
**Electronic Disbursement Register**  
For 06/20/2017

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Ref #	Ref Date
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**Grand Total: 369,490.43**

<u>EDR Totals by ID</u>	
AP	0.00
EP	369,490.43
IP	0.00
OP	0.00

Fund Name	<u>EDR Totals by Fund</u>
101-General Fund (0010)	215,673.66
265-Landscape Maintenance (0029)	1,199.82
275-Sewer Maintenance (0048)	5,866.45
501-Refuse Administration (0037)	780.73
601-Employee Health & Wlfre (0039)	145,969.77

**Void Total: 0.00**  
**EDR Total: 369,490.43**

**Electronic Disbursement Sub Totals: 369,490.43**

**ACH Payroll Direct Deposit for 06/09/17: 289,511.24**

**Electronic Disbursement Total: 755,459.25**

**City of Placentia**  
**Electronic Disbursement Register**  
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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	TRIFOS, WILLIAM E000104	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH060217	1,513.00	JUNE 2017		00009433	06/01/2017
<b>Check Total:</b>					<b>1,513.00</b>				
EP	AMERICAN FIDELITY V010011	P/E 5/20 PD 5/26	0010-2188 Health Care SSA	ACH052617	1,202.41	52617N		00009434	05/26/2017
EP	AMERICAN FIDELITY V010011	P/E 5/20 PD 5/26	0029-2188 Health Care SSA	ACH052617	2.36	52617N		00009434	05/26/2017
EP	AMERICAN FIDELITY V010011	P/E 5/20 PD 5/26	0010-2155 Per Sec Plan - Opt. Life	ACH052617	35.10	52617N		00009434	05/26/2017
EP	AMERICAN FIDELITY V010011	P/E 5/20 PD 5/26	0037-2188 Health Care SSA	ACH052617	5.92	52617N		00009434	05/26/2017
EP	AMERICAN FIDELITY V010011	P/E 5/20 PD 5/26	395000-2187 Voluntary Plan Life	ACH052617	527.22	52617N		00009434	05/26/2017
EP	AMERICAN FIDELITY V010011	P/E 5/20 PD 5/26	0048-2188 Health Care SSA	ACH052617	3.44	52617N		00009434	05/26/2017
<b>Check Total:</b>					<b>1,776.45</b>				
EP	CALIFORNIA PUBLIC V010053	MAY UAL PAYMENT	395083-5145 Retirement PERS	ACH052617	38,434.80	1000862549		00009435	05/26/2017
EP	CALIFORNIA PUBLIC V010053	MAY UAL PAYMENT	395083-5145 Retirement PERS	ACH052617	169,270.92	1000862550		00009435	05/26/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 5/20 PD 5/26	0010-2165 PERS Employer Payable	ACH052617	42.34	52617O		00009435	05/26/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 5/20 PD 5/26	0010-2195 PERS Uniform	ACH052617	24.09	52617O		00009435	05/26/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 5/20 PD 5/26	0029-2140 Employee PERS W/H	ACH052617	650.20	52617O		00009435	05/26/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 5/20 PD 5/26	0029-2145 Employee PERS Payback W/H	ACH052617	6.89	52617O		00009435	05/26/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 5/20 PD 5/26	0029-2150 Survivor Benefit Package	ACH052617	1.09	52617O		00009435	05/26/2017

**City of Placentia**  
**Electronic Disbursement Register**  
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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	CALIFORNIA PUBLIC V010053	PERS P/E 5/20 PD 5/26	0029-2195 PERS Uniform	ACH052617	0.42	526170		00009435	05/26/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 5/20 PD 5/26	0037-2140 Employee PERS W/H	ACH052617	338.32	526170		00009435	05/26/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 5/20 PD 5/26	0037-2150 Survivor Benefit Package	ACH052617	0.29	526170		00009435	05/26/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 5/20 PD 5/26	0048-2140 Employee PERS W/H	ACH052617	2,946.39	526170		00009435	05/26/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 5/20 PD 5/26	0048-2145 Employee PERS Payback W/H	ACH052617	6.89	526170		00009435	05/26/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 5/20 PD 5/26	0048-2150 Survivor Benefit Package	ACH052617	4.32	526170		00009435	05/26/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 5/20 PD 5/26	0048-2165 PERS Employer Payable	ACH052617	4.08	526170		00009435	05/26/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 5/20 PD 5/26	0010-2140 Employee PERS W/H	ACH052617	126,488.95	526170		00009435	05/26/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 5/20 PD 5/26	0048-2195 PERS Uniform	ACH052617	1.39	526170		00009435	05/26/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 5/20 PD 5/26	395083-5145 Retirement PERS	ACH052617	-63,776.17	526170		00009435	05/26/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 5/20 PD 5/26	0010-2145 Employee PERS Payback W/H	ACH052617	149.63	526170		00009435	05/26/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 5/20 PD 5/26	0010-2150 Survivor Benefit Package	ACH052617	99.39	526170		00009435	05/26/2017
<b>Check Total:</b>					<b>274,694.23</b>				
EP	EMPLOYMENT V010052	STATE TAX P/E 5/20 PD 5/26	0010-2135 Calif Income Tax W/H	ACH052617	15,296.00	52617M		00009436	05/26/2017
EP	EMPLOYMENT V010052	STATE TAX P/E 5/20 PD 5/26	0029-2135 Calif Income Tax W/H	ACH052617	78.42	52617M		00009436	05/26/2017
EP	EMPLOYMENT	STATE TAX P/E 5/20 PD 5/26	0048-2135	ACH052617	475.73	52617M		00009436	05/26/2017

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V010052		Calif Income Tax W/H						
EP	EMPLOYMENT V010052	STATE TAX P/E 5/20 PD 5/26	0037-2135 Calif Income Tax W/H	ACH052617	80.76	52617M		00009436	05/26/2017
<b>Check Total:</b>					<b>15,930.91</b>				
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 5/20 PD 5/26	0010-2115 Employee Medicare W/H	ACH052617	5,567.26	52617L		00009437	05/26/2017
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 5/20 PD 5/26	0010-2120 Employer Medicare Payable	ACH052617	5,567.26	52617L		00009437	05/26/2017
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 5/20 PD 5/26	0029-2110 Federal Income Tax W/H	ACH052617	284.80	52617L		00009437	05/26/2017
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 5/20 PD 5/26	0029-2115 Employee Medicare W/H	ACH052617	41.32	52617L		00009437	05/26/2017
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 5/20 PD 5/26	0010-2110 Federal Income Tax W/H	ACH052617	46,771.15	52617L		00009437	05/26/2017
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 5/20 PD 5/26	0029-2120 Employer Medicare Payable	ACH052617	41.32	52617L		00009437	05/26/2017
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 5/20 PD 5/26	0048-2120 Employer Medicare Payable	ACH052617	177.87	52617L		00009437	05/26/2017
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 5/20 PD 5/26	0037-2110 Federal Income Tax W/H	ACH052617	215.94	52617L		00009437	05/26/2017
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 5/20 PD 5/26	0037-2115 Employee Medicare W/H	ACH052617	21.00	52617L		00009437	05/26/2017
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 5/20 PD 5/26	0037-2120 Employer Medicare Payable	ACH052617	21.00	52617L		00009437	05/26/2017
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 5/20 PD 5/26	0048-2110 Federal Income Tax W/H	ACH052617	1,452.21	52617L		00009437	05/26/2017
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 5/20 PD 5/26	0048-2115 Employee Medicare W/H	ACH052617	177.87	52617L		00009437	05/26/2017
<b>Check Total:</b>					<b>60,339.00</b>				
EP	ICMA RETIREMENT TRUST	P/E 6/3/17 PD DATE 6/9/17	0010-2170	PY17012	14,430.08	2995/1701012		00009438	06/09/2017

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**Electronic Disbursement Register**  
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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V000496		Deferred Comp Payable - ICMA						
EP	ICMA RETIREMENT TRUST V000496	P/E 6/3/17 PD DATE 6/9/17	0029-2170 Deferred Comp Payable - ICMA	PY17012	93.00	2995/1701012		00009438	06/09/2017
EP	ICMA RETIREMENT TRUST V000496	P/E 6/3/17 PD DATE 6/9/17	0048-2170 Deferred Comp Payable - ICMA	PY17012	616.26	2995/1701012		00009438	06/09/2017
EP	ICMA RETIREMENT TRUST V000496	P/E 6/3/17 PD DATE 6/9/17	0037-2170 Deferred Comp Payable - ICMA	PY17012	97.50	2995/1701012		00009438	06/09/2017
<b>Check Total:</b>					<b>15,236.84</b>				
<b>Type Total:</b>					<b>369,490.43</b>				
<b>Check Total:</b>					<b>369,490.43</b>				



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: JUNE 20, 2017

SUBJECT: **PROFESSIONAL SERVICES AGREEMENT WITH JOHN L. HUNTER AND ASSOCIATES, INC., FOR NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) CONSULTING SERVICES**

FISCAL  
IMPACT: EXPENSE: ANNUAL NOT-TO-EXCEED CONTRACT AMOUNT OF \$158,940  
REVENUE: FISCAL YEAR 2017-2018 GENERAL FUND OPERATING BUDGET

### **SUMMARY**

The most recent National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System (NPDES MS4) Permit for the Santa Ana Region of Orange County was adopted on May 22, 2009. These permits are updated typically every five (5) years, and the new permit is expected to be adopted by January 2018. The new iteration of the Santa Ana MS4 permit will include revisions to the current regulations. As a result of the new regulations, the City will be tasked with additional regulatory program management and development.

John L. Hunter and Associates, Inc. (JLHA) has been providing professional consulting assistance to several other Orange County cities within the Santa Ana Region for many years. Since 2013, the City has utilized the services of JLHA to conduct the City's Industrial/Commercial Facilities Inspection Program. In February 2014, JLHA services were expanded to assist in other NPDES MS4 permit and program management tasks due to limited staffing resources. This included completing the annual report (known as the Program Effectiveness Assessment), conducting annual trainings, advising City Staff, and representing the City as necessary at Countywide meetings. In addition, JLHA has been involved in the development of the new permit and has extensive experience managing the City's NPDES program.

### **RECOMMENDATION:**

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

1. Approve a Professional Services Agreement with John L. Hunter and Associates, Inc. for an amount not-to-exceed \$158,940 for NPDES consulting services from July 1, 2017 to June 30, 2020; and
2. Authorize the City Administrator to execute all necessary documents, in a form approved by the City Attorney.

**1.c.**  
**June 20, 2017**

**DISCUSSION:**

In accordance with Federal and State clean water regulations, all Orange County cities must comply with NPDES MS4 permit requirements. The Federal Clean Water Act of 1972 created the NPDES for the purpose of reducing and preventing pollutants from discharging into streams, creeks, rivers and ultimately the ocean, which are considered waters of the United States. The NPDES encompasses a regulatory permit program authorizing State governments through the Federal Environmental Protection Agency to regulate pollutant discharges into these waters. In accordance with these regulations, all California cities must comply with NPDES regulations as outlined by the State Regional Water Quality Control Board. The State is divided into multiple NPDES regions, and the City of Placentia falls within the Santa Ana Region. Each region maintains its own MS4 permit which provides the regulatory framework from which each city as a co-permittee must adhere to. The current MS4 permit for the Santa Ana Region was adopted on May 22, 2009, and these permits are typically updated every five (5) years. The next iteration of the Santa Ana MS4 permit is anticipated to be adopted by January 2018, and will include modifications to existing regulations that will result in new regulatory requirements the City will need to enforce and comply with.

The regulations co-permittees must comply with and enforce are extensive and burdensome. The City's NPDES program requires extensive program management and development. In addition to ensuring that the City's municipal activities comply with permit regulations, the City is required to conduct significant public outreach, review and analyze private development project impacts on storm water quality, inspect private commercial and industrial activities, water quality monitoring and reporting, investigate illicit discharges into the City's MS4 System, and inspect construction sites.

As a result of the extensive regulatory burden the NPDES program creates on City staffing resources, the City of Placentia, along with most other cities in Orange County and the State rely on professional consulting assistance to help manage their programs as well as provide inspection services. Since 2013, JLHA has provided the City with professional NPDES consulting services and staff augmentation relative to managing the City's Industrial/Commercial Facilities Inspection Program. As a result of limited City staffing resources, JLHA's work scope was expanded in 2014 to assist with additional permit and program management tasks.

The existing agreement with JLHA will expire on June 30, 2017 and Staff proposes to enter into a new agreement with JLHA as it is very familiar with every facet of the City's NPDES program. In addition, JLHA provides these services to several other Orange County cities located within the Santa Ana Region and it has also been involved with the development of the updated Santa Ana Region MS4 permit due to be adopted in January 2018. JLHA's understanding of the new permit will be a valuable resource to the City in ensuring full compliance with the new regulatory requirements.

The term of the proposed Professional Services Agreement will be for a total of thirty-six (36) months from July 1, 2017 through June 30, 2020. Staff proposes to cycle the contract term to coincide with the City's fiscal year (FY) calendar and in conjunction with the annual budget preparation process. Funds are budgeted in the FY 2017-18 proposed Operating Budget to

continue providing these services through June 30, 2018. Funds will be budgeted in the FY 2018-19 and 2019-2020 Operating Budgets to continue providing those services through the end of the proposed contract term of June 30, 2020.

Prepared by:



Ivette Rodriguez  
Management Analyst

Reviewed and Approved:



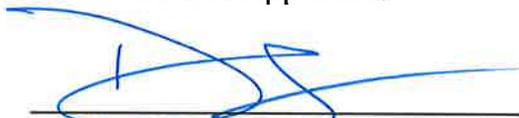
Luis Estevez  
Director of Public Works

Reviewed and Approved:



Shally Lin  
Interim Finance Director

Reviewed and Approved:



Damien R. Arrula  
City Administrator

Attachment:

Professional Services Agreement

**CITY OF PLACENTIA  
PROFESSIONAL SERVICES AGREEMENT  
WITH JOHN L. HUNTER AND ASSOCIATES, INC.**

THIS AGREEMENT is made and entered into this 20th day of June, 2017 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and JOHN L. HUNTER AND ASSOCIATES, INC., a California corporation ("Consultant").

**WITNESSETH:**

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide environmental consulting services, 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 Scope of Services, 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," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's total compensation shall not exceed One Hundred Fifty Eight Thousand Nine Hundred and Forty Dollars (\$158,940.00).

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.

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 36 months, ending on June 30th, 2020, 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 from #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:

John L. Hunter and Associates, Inc.  
6131 Orangethorpe Avenue, Ste 300  
Buena Park, CA90620  
Tel: (562) 802-7880

Attn: Cameron McCullogh

IF TO CITY:

City of Placentia  
401 E. Chapman  
Placentia, CA 92870  
Tel: (714) 993-8189

Attn: Ivette Rodriguez

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 arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant 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, recklessness, or willful misconduct 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, recklessness, or willful 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 negligence, recklessness, or willful misconduct of 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

\_\_\_\_\_  
Craig Green, Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
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:

\_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

APPROVED AS TO INSURANCE:

\_\_\_\_\_  
Risk Management                      Date: \_\_\_\_\_

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Project Manager                      Date: \_\_\_\_\_

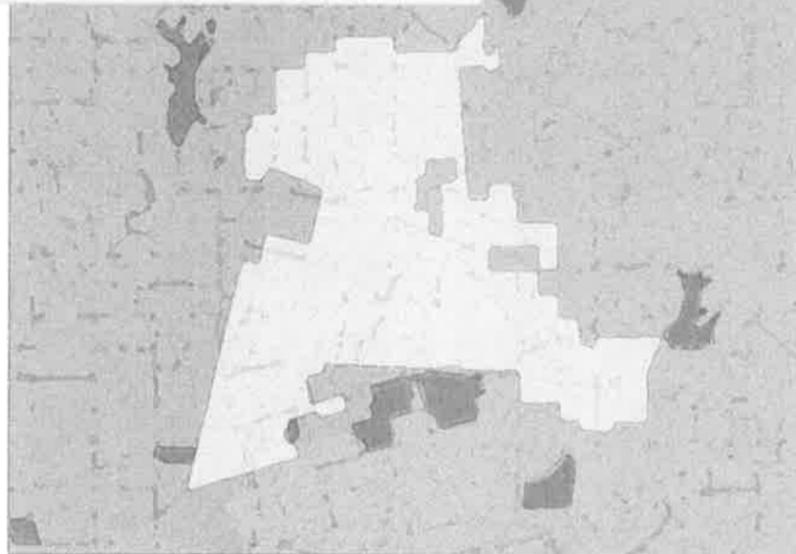
DEPARTMENTAL APPROVAL

\_\_\_\_\_  
Luis Estevez, Director of Public Works                      Date: \_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF SERVICES**

**April 27, 2017**

**Proposal for Assistance with Municipal  
NPDES Professional Services**



**Prepared By:**

John L. Hunter and Associates  
6131 Orangethorpe Ave Ste 300  
Buena Park, CA 90620  
Proposal contact: [cmccullough@jlha.net](mailto:cmccullough@jlha.net)  
(562) 802-7880 ext. 233



**Prepared For:**

City of Placentia  
Attention: Masoud Sepahi  
City of Placentia  
401 E Chapman Ave  
Placentia, CA 92870

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## I. Credentials and Experience

John L. Hunter and Associates, Inc. (JLHA) is an environmental consulting corporation established in 1985 that specializes in serving municipal clients. JLHA's mission is to provide its clients with the expertise necessary to comply with mandated environmental programs, such as NPDES, stormwater and watershed management, industrial waste and fats, oils and grease (FOG) control, water conservation, and recycling. Services provided under these programs include program management, engineering, inspections, monitoring, grant administration, and public education.

### A. Relevant Firm Experience

Table 1 lists NPDES services currently or recently provided by JLHA. The following are summaries of JLHA's experience related to NPDES Permit compliance and industrial waste and commercial FOG control.

#### 1. Municipal NPDES Permit Compliance

JLHA has considerable experience in Municipal NPDES Permit compliance programs, beginning with the inception of the Phase I MS4 Permits in the 1990s. Currently JLHA implements elements of such programs for **37** cities in the Southland. Services include the following:

- **25** cities and **4** watershed groups: Program administration and/or technical support,
- **32** cities: Field services such as BMP compliance inspections,
- **22** cities: Plan review and approval (e.g., SUSMP/LID Plans, WQMPs, and SWPPPs),
- **29** cities and **3** watershed groups: Reporting (e.g., annual, TMDL, and/or watershed reports), and
- **28** cities and **3** watershed groups: Staff training.

Relevant and recent activities include:

- Representing cities in MS4 NPDES audits conducted by Regional Water Board staff: Seal Beach, 2015 (and 2010, 2006) | Stanton, 2014 (and 2010)
- Obtaining and administering a Prop 84 grant for multi-watershed/multi-jurisdictional LID projects.
- Managing BMP inspection programs that cover, in total, over **7,000** sites.
- Developing **4** Watershed Management Programs in 2014-15 under the area-wide LA MS4 Permit.

JLHA also served as the lead consultant for the development of the Watershed Management Programs (WMPs) for the Lower Los Angeles River (LLAR), Lower San Gabriel River (LSGR), City of Long Beach, and Peninsula Cities Watershed Groups, and served as a sub-consultant for the development of the WMP for the Los Cerritos Channel (LCC) Watershed Group. As part of WMP development, JLHA also oversaw the development of Coordinated Integrated Monitoring Programs (CIMPs) for the LLAR, LSGR, and Peninsula Cities Watershed Groups. All plans were approved by the Regional Board in 2015 and 2016. Together the member agencies of these Watershed Groups represent **20** MS4 NPDES Permittees.

JLHA serves as the consultant team lead for the LLAR, LSGR, and Peninsula Cities Watershed Groups. Services include administering monitoring activities, watershed annual reporting, technical committee meetings, and certain WMP implementation efforts such as feasibility studies. In this capacity JLHA also regularly interfaces with city councils and Regional Board staff and members. JLHA also represents twelve municipal clients in watershed management groups for the Upper Los Angeles River, Upper San Gabriel River, Dominguez Channel and Los Cerritos Channel.

**Table 1: Summary of Municipal NPDES Services Recently or Currently Provided**

Client	First year of service	Years of service	MS4 Permit Control Measures						Watershed				General Services				
			Development	Construction	Municipal Activities	Industrial/Commercial	Illicit Discharge Detection	Public Outreach	Watershed Plan Development	Watershed Plan Implementation	Monitoring	Studies	Reporting	Training	Grants	Program Mgmt. or Support	
Arcadia	1995	22	--	x	x	x	x	x	x	--	--	--	x	x	x	--	--
Artesia	2014	3	--	x	x	x	x	x	--	x	--	--	x	x	--	--	x
Bellflower	2014	1	--	--	--	x	--	--	--	--	--	--	--	--	--	--	--
Big Bear Lake	2004	13	--	--	--	x	x	--	--	--	--	--	x	--	--	--	--
Buena Park	2010	7	x	--	--	--	--	--	--	--	--	--	--	--	--	--	--
Carlsbad	2016	--	--	--	--	--	--	--	--	--	--	--	--	x	--	--	--
Cerritos	2015	2	--	x	--	--	--	--	--	--	--	--	--	--	--	--	--
Covina	2008	9	x	x	--	--	--	--	--	--	--	--	--	x	--	--	--
Diamond Bar	2007	10	x	x	x	x	x	x	--	x	--	--	x	x	--	--	x
Downey	2011	6	x	x	x	x	x	x	--	x	--	--	x	x	--	--	x
Glendale	2013	4	--	--	x	--	--	--	--	--	--	x	x	x	--	--	x
Gateway Water Mgmt. Authority	2012	5	--	--	--	--	--	--	--	--	--	--	--	--	x	--	--
Hawaiian Gardens	2012	5	x	x	x	x	x	x	--	x	--	--	x	x	--	--	x
Hawthorne	2000	17	--	x	x	x	x	x	--	--	--	--	x	x	--	--	x
Inglewood	2015	2	--	--	--	x	--	x	--	--	--	--	x	x	--	--	x
La Habra	2011	6	x	x	x	x	x	x	--	--	--	--	x	--	--	--	x
Lakewood	2014	2	--	--	--	x	--	--	--	--	--	--	--	--	--	--	--
Lomita	2015	2	--	x	x	x	x	x	--	x	--	--	x	x	--	--	x
Long Beach	2014	3	--	--	--	x	--	--	--	x	--	--	--	x	x	--	--
LCC Watershed Group	2013	4	--	--	--	--	--	--	--	x	x	x	--	--	x	--	x
LLAR Watershed Group	2013	4	--	--	--	--	--	--	--	x	x	x	--	--	x	--	x
LSGR Watershed Group	2013	4	--	--	--	--	--	--	--	x	x	x	--	--	x	--	x
Lynwood	2014	3	x	x	x	x	x	x	--	x	--	--	x	x	--	--	x
Manhattan Beach	2010	7	--	--	x	x	--	--	--	--	--	--	--	--	--	--	--
Monterey Park	2005	12	x	x	x	x	x	x	--	x	--	--	x	x	x	--	x
Norwalk	2010	7	x	x	x	x	x	x	--	x	--	--	x	x	--	--	x
Paramount	2014	3	x	x	x	x	x	x	--	x	--	--	x	x	--	--	x
Pasadena	2015	2	x	--	--	--	--	--	--	x	--	--	x	x	--	--	x
Peninsula Watershed Group	2013	4	--	--	--	--	--	--	--	x	x	x	--	--	x	--	x
Placentia	2013	4	x	x	x	x	x	--	--	--	--	--	x	x	--	--	x
Rancho Palos Verdes	1994	23	x	x	x	x	x	x	--	x	--	--	x	x	--	--	x
Rolling Hills	2009	8	--	--	--	--	--	--	--	--	--	--	x	x	--	--	--
Santa Fe Springs	2016	1	x	x	--	--	--	--	--	--	--	--	--	--	--	--	--
Seal Beach	2005	12	x	x	x	x	x	x	--	--	--	--	x	x	x	--	x
Signal Hill	1985	32	x	x	x	x	x	x	--	x	--	--	x	x	x	--	x
South Gate	1991	26	x	x	x	x	x	x	--	x	--	--	x	x	x	--	x
South Pasadena	2005	12	--	x	x	x	--	x	--	x	--	--	x	x	--	--	x
Stanton	2007	10	x	x	x	x	x	x	--	--	--	--	x	x	x	--	x
Temple City	2003	14	x	x	x	x	x	x	--	x	--	--	x	x	--	--	x
Villa Park	2013	4	x	x	x	x	x	x	--	--	--	--	x	x	--	--	x
West Covina	2015	2	x	x	x	x	x	x	--	x	--	--	x	x	--	--	x
West Hollywood	1995	22	x	x	x	x	x	x	--	--	--	--	x	--	--	--	--
Whittier	2014	3	--	x	x	x	x	x	--	x	--	--	--	x	--	--	--
<b>TOTALS out of 43 agencies</b>			<b>22</b>	<b>27</b>	<b>26</b>	<b>30</b>	<b>24</b>	<b>23</b>	<b>5</b>	<b>21</b>	<b>4</b>	<b>9</b>	<b>32</b>	<b>32</b>	<b>5</b>	<b>29</b>	

## B. Track Record

JLHA has aided municipalities in compliance with NPDES MS4 Permit provisions since their first issuance in the 1990s. Since that time JLHA has maintained a track record of meeting project schedules. This may be evidenced by direction communication with existing clients, such as those listed in the References Section. Another metric for JLHA's ability to meet project schedules is through its success in representing clients in Regional Water Board NPDES Program audits. These audits included detailed reviews of records for NPDES sub-programs managed and implemented by JLHA Project Teams. **Of the many Regional Water Board NPDES Program audits that JLHA personnel participated in, none resulted in enforcement actions.** JLHA's success in meeting project schedules is also evident in its existing clients' previous NPDES annual reports, which tabulate program deliverables such as inspections, plan checks, and TMDL reporting.

## C. Staffing Capability and Current Work Load

JLHA staffing is at 25, consisting of 20 full-time staff and 5 part-time staff. This includes 1 principal, 2 directors, 5 project managers, 5 engineers, 7 field inspectors, 2 GIS specialists, and 3 administrative staff. All staff operate out of JLHA's office at 6131 Orangethorpe Ave, Suite 300, in Buena Park, California. JLHA subcontracts additional services as-needed such as water quality monitoring and laboratory analysis, outfall screening, construction management, and computational analysis. Subcontracted services are not required for this project. The Project Team listed in the following section will be available to provide the requested services throughout the term listed in the RFP.

## D. Relevant Staff Credentials

Staff credentials include certified professionals in engineering, stormwater quality, BMP (Best Management Practice) inspection, erosion control, SWPPP development and implementation, and environmental assessment. Table 3 lists specialized credentials related to this project that are held by JLHA staff. The experience, credentials and education of the project team members are included in the following Section. Proof of credentials are included in the Appendices.

Table 3: Specialized Credentials held by JLHA Staff

Credential	Credential Description	Credentialed Staff Assigned to this Project?
CPSWQ	Certified Professional in Stormwater Quality	Yes
CPESC	Certified Professional in Erosion and Sediment Control	Yes
CESSWI	Certified Erosion, Sediment and Stormwater Inspector	Yes
QSD	Qualified SWPPP Developer (Construction)	Yes
QSP	Qualified SWPPP Practitioner (Construction)	Yes
QISP	Qualified Industrial Stormwater Practitioner	Yes
CGP ToR	Trainer of Record for the NPDES Construction General Permit	Yes
IGP ToR	Trainer of Record for the NPDES Industrial General Permit	Yes

## E. References

Table 4 is a list of JLHA clients that receive services similar to those listed in the Scope of Services. The table includes contact information and the relationship between key staff listed in this proposal and services provided to the referenced client. Additional references are available at the request of the City.

**Table 4: References**

Client	Data Field	Reference Information
Downey	Name/Title	Mohammad Mostahkami, Director of Public Works
	Address	11111 Brookshire Ave, Downey, CA 90241
	Phone/email	(562) 904-7102, mmostahkami@downeyca.org
	Relationship	John Hunter serves as primary contact, Cameron McCullough as alternate.
Seal Beach	Name/Title	Steve Myrter, Director of Public Works
	Address	211 8 <sup>th</sup> St, Seal Beach, CA 90740
	Phone/email	(562) 431-2527, smyrter@sealbeachca.gov
	Relationship	Jillian Brickey serves a primary contact, Cameron McCullough as alternate.
Norwalk	Contact/Title	Adriana Figueroa, Administrative Services Manager
	Address	12700 Norwalk Blvd, Norwalk, CA 90650
	Phone/email	(562) 929-5760, afigueroa@norwalkca.gov
	Relationship	John Hunter serves as primary contact, Jillian Brickey as alternate.
Signal Hill	Contact/Title	Grissel Chavez, Deputy Director of Public Works
	Address	2175 Cherry Avenue, Signal Hill, CA 90775
	Phone/email	(562) 989-7251, gchavez@cityofsignalhill.org
	Relationship	John Hunter serves as primary contact, Michelle Staffield as alternate.
South Gate	Contact/Title	Arturo Cervantes, Public Works Director
	Address	8650 California Ave, South Gate, CA 90280
	Phone/email	(323) 563-9512, acervantes@sogate.org
	Relationship	John Hunter serves as primary contact, Michelle Staffield as alternate.
Stanton	Contact/Title	Allan Rigg, Director of Public Works
	Address	7800 Katella Ave, Stanton, CA 90680
	Phone/email	(714) 890-4204, arigg@ci.stanton.ca.us
	Relationship	Cameron McCullough serves as primary, Jillian Brickey as alternate.

## F. Proposed Team

Table 5 lists the roles of the Project Team, along with a short summary of each member's experience related to this project. See Appendix A for detailed qualifications of the Project Team.

**Table 5: Project Team Roles and Related Experience**

Team Member Information		Team Member Project Experience (Short summary)
Name	<b>Cameron McCullough</b>	<b>Thirteen years of experience</b> managing municipal environmental programs. Specializes in surface water quality regulation, including stormwater NPDES Permits (MS4, Industrial General, and Construction General), wastewater NPDES Permits and Orders (including the Sanitary Sewer System WDR Order), and TMDLs.
Credentials	MS, CPSWQ, QSD/P, IGP ToR	
Project Title	Project Manager (primary)	
Project Role	Point-of-contact, project delivery General program support	
Name	<b>Jillian Brickey</b>	<b>Eleven years of experience</b> managing municipal environmental programs. Specializes in surface water quality regulation, including stormwater NPDES Permits (MS4 and Construction General), Low Impact Development, and TMDLs. Also manages municipal water conservation programs and recycling programs and applies for and administers grants.
Credentials	MS, CPSWQ, QSD/P, CGP ToR	
Project Title	Project Manager (alternate)	
Project Role	Point-of-contact, project delivery Development Program support	
Name	<b>John Hunter</b>	<b>Over thirty years of experience</b> managing municipal environmental programs. Oversees JLHA's environmental services, including municipal NPDES Permit compliance, TMDLs, sewer overflow prevention, water conservation, recycling programs, and soil/groundwater contamination investigations.
Credentials	PE, REA	
Project Title	Technical Support	
Project Role	Project support	
Name	<b>Rosalinda Tandoc, PE</b>	<b>Over thirty years of experience</b> reviewing and approving structural and architectural plans. Reviews and approves development plans for compliance with NPDES Permits, city environmental ordinances, building codes, and other state laws.
Project Title	Project Engineer	
Project Role	Plan review oversight Plan final approval	
Project Role	Plan review oversight Plan final approval	
Name	<b>Michelle Kim</b>	<b>Ten years of experience</b> in the water quality industry, which includes potable water, wastewater, and storm water. Past experience includes work with the Orange County Sanitation District involving treatment processes, laboratory analyses, and monitoring of wastewater and source control.
Credentials	MS, EIT	
Project Title	Assistant Project Manager/Engineer	
Project Role	Environmental plan review Development Program support	
Name	<b>Jennifer Nowaczewski</b>	<b>Eight years of experience</b> specializing in Clean Water Act and Clean Drinking Water Act compliance. Past experiences include coordinating water purveyors' environmental compliance programs, such as Industrial/Construction SWPPP implementation, pesticide management, and TMDLs. Provides technical support for NPDES field programs.
Credentials	CPSWQ, QSD/P	
Project Title	Technical Specialist	
Project Role	Construction Program support Public Agency Program support	
Name	<b>Jose Rodriguez</b>	<b>Ten years of experience</b> implementing municipal environmental programs. Manages field elements of MS4 NPDES programs, such as inspections at industrial/commercial facilities and construction sites, outfall screening, and non-stormwater source investigations.
Credentials	CESSWI, QSP	
Project Title	Technical Specialist	
Project Role	NPDES and IW Field Programs support	
Name	<b>Chris Smith</b>	<b>Five years of experience</b> conducting environmental compliance inspections and investigations pertaining to NPDES permits and municipal ordinances for water quality, industrial waste, and FOG control.
Credentials	CESSWI, QSP	
Project Title	Compliance Inspector	
Project Role	NPDES and IW inspections	

**Additional key staff assisting Project Team on an as-needed basis**

**Mikki Klee, PE, CPESC.** Environmental plan review. **Five years** of experience in NPDES Program implementation.

## II. Work Plan

JLHA welcomes the opportunity to assist the City of Placentia with Municipal NPDES Professional Services. This section details the **annual** work plan for completing the scope of services. The timeframe for the proposed services is for a period of three (3) years. The scope of services may be extended for additional years, however revisions to some tasks may be necessary based upon the provisions of the next iteration of MS4 NPDES Permit No. CAS 618030, which may be adopted this year.

It is important to note that the tasks listed in the scope of services do not account for complete implementation of the MS4 Permit. Many compliance provisions such as cleaning drainage facilities, sweeping streets and inspecting certain construction sites will be conducted either by in-house City staff or by other City contractors. Complete and successful implementation will require involvement from and coordination with multiple City Departments, including Public Works, Engineering, Planning and Building. As part of JLHA's services, we will conduct training and hold meetings to educate City staff in their responsibilities under the MS4 Permit.

### A. Quality Control and Resource Management

Service quality is ensured through a QA/QC budget assigned to each program. This budget (approximately 5% of program costs) is for time spent by supervising key personnel to review the Project Team's work product. This time is also used to track and control the budget and to ensure control of the schedule of services provided as listed in the following subsections.

### B. MS4 NPDES Minimum Control Measures

The Minimum Control Measures are distinct stormwater quality management sub-programs required by the MS4 NPDES Permit. This section details JLHA's role in assisting the City with these measures. The quantitative estimates provided are based on one year of service.

**1. New Development Program**

Table 6 lists the scope of work for the New Development Program. Turn-around time for plan review is two weeks. In addition to WQMP services of plan review/approval, JLHA is available to assist in BMP installation verification and BMP maintenance inspections.

**Table 6. Scope of work for the New Development Program**

MS4 Permit §	Task
XII.A-XII.P	<b>Program implementation</b>
	Review WQMPs following Permit criteria
	Track project information, BMPs, inspection reports, and enforcement in an electronic database
	Conduct BMP verification inspections as needed
	Notify WQMP sites of O&M requirements and conduct maintenance inspections as needed
	Manage program, implement QA/QC Procedures

Based on 1) our understanding of the City's existing New Development Program and 2) the current MS4 Permit requirements for this program, we will make the following estimates:

Scope of work estimates		
Track	4	WQMP projects
Review/approve	4	WQMP projects
Conduct	2	BMP verification inspections
Notify	2	sites on BMP maintenance
Conduct	2	BMP maintenance inspections
Conduct	2	follow-up inspections

**2. Construction Program**

Table 7 lists the scope of work for the Construction Program. Updated and revised training documentation will be available for distribution. Routine inspections at state-permitted construction sites will be conducted at least twice a year during the rainy season (October 1<sup>st</sup> through April 30<sup>th</sup>). It is JLHA’s understanding that the City will inspect sites disturbing less than one acre of land. However JLHA is available to assist with these inspections as needed. Enforcement actions, when necessary, are issued within one week. Follow-ups are conducted within the timeframe provided in the enforcement action.

**Table 7. Scope of work for the Construction Program**

MS4 Permit §	Task
VII.A	<b>Inventory construction sites</b> Update monthly the inventory of construction sites (assume 6 records updated a month) Track site information, inspection reports, and enforcement actions using an electronic database
VII.B	<b>Inspect construction sites (smaller sites will be addressed by City staff)</b> Inspect State NPDES-permitted construction sites for proper BMP implementation Inspect sites disturbing less than an acre on an as-needed basis at request of city
VII.B	<b>Ensure compliance</b> Follow-up at non-compliant facilities within 4 weeks (assume 25% of site visits) Second follow-up at non-compliant facilities (assume 25% of non-compliant sites) Prepare formal violation notices following the City's municipal code (assume 5% of sites)
VI.6	<b>Prepare quarterly summary of inspections at state-permitted facilities</b>
	Manage program, implement QA/QC Procedures

Based on 1) our understanding of the City’s existing Development Construction Program and 2) the current MS4 Permit requirements for this program, we will make the following estimates:

Scope of work estimates		
Review/approve	--	SWPPPs
Track	3	CGP sites monthly
Inspect	3	CGP sites monthly
Conduct	27	CGP inspections in total
Conduct	5	follow-ups
Prepare	2	enforcement actions

If through program implementation we find that these quantities are significant underestimates, we will inform the City. In this event additional work will not be conducted without written approval from the City.

**3. Industrial/Commercial Facilities Program**

Table 6 lists the scope of work for the Industrial/Commercial Facilities Program. High, medium and low priority facilities will be inspected on the required annual, biennial, and semi-quinquennial frequencies, respectively. Inspections include a written report and pictures of any noncompliance. Follow-up inspections will be conducted and violation notices prepared in cases of non-compliance. Summaries of inspections at facilities under the Industrial General NPDES Permit will be prepared and sent to the Regional Board on a quarterly basis.

**Table 6. Scope of work for the Industrial/Commercial Facilities Program**

MS4 Permit §	Task
IX.A-B, X.A-B	<p><b>Inventory and prioritize industrial/commercial facilities</b></p> <ul style="list-style-type: none"> <li>Review city databases to revise inventory of industrial/commercial facilities</li> <li>Track and prioritize facilities using an electronic database</li> <li>Track all inspection reports and enforcement actions using an electronic database</li> </ul>
IX.B, X.B	<p><b>Inspect industrial/commercial facilities</b></p> <ul style="list-style-type: none"> <li>Inspect State NPDES Permitted industrial facilities for proper BMP implementation</li> <li>Inspect commercial/light industrial facilities for proper BMP implementation</li> <li>Distribute educational materials to facilities as needed</li> </ul>
XI.B	<p><b>Ensure compliance</b></p> <ul style="list-style-type: none"> <li>Follow-up at non-compliant facilities</li> <li>Second follow-up at non-compliant facilities</li> <li>Prepare formal violation notices following the City's municipal code</li> </ul>
VI.6	<p><b>Prepare quarterly summary of inspections at state-permitted facilities</b></p>
	<p>Manage program, implement QA/QC Procedures</p>

Based on 1) the estimated number of facilities to inspect and 2) the current MS4 Permit requirements for this program, we will make the following estimates:

Scope of work estimates		
Track	<b>320</b>	facilities
Inspect	<b>75</b>	facilities
Educate	<b>75</b>	facilities
Conduct	<b>10</b>	follow-ups
Prepare	<b>10</b>	enforcement actions

If through program implementation we find that these quantities are significant underestimates, we will inform the City. In this event additional work will not be conducted without written approval from the City.

**4. Municipal Activities Program**

Table 8 lists the scope of work for the Municipal Activities Program.

**Table 8. Scope of work for the Municipal Activities Program**

MS4 Permit §	Task
XIV.B, G	Inventory and prioritize public facilities and field programs
VII.B	Inspect public facilities and field programs following the MS4 Permit prioritization schedule
XIV.I	Pesticide and fertilizer management: Provide support for the Integrated Pest Management program
	Manage program, implement QA/QC Procedures

**5. Illicit Discharge Detection and Elimination Program**

Table 9 lists the scope of work for the Illicit Discharge Detection and Elimination Program. Our staff is available on an as-needed basis to respond to spills and investigations of illicit discharges. Complaints received will be investigated within the timeframes provided in the MS4 Permit’s Progressive Enforcement procedures (MS4 Permit VI.D.2.a). Enforcement actions will be undertaken following these procedures. If needed, within normal working hours inspection staff will be available to respond to any complaint within two hours.

**Table 9: Scope of work for the Illicit Discharge Detection and Elimination Program**

MS4 Permit §	Task
VI	Assist in legal authority updates
VII	<b>Investigate and eliminate illicit discharges</b> Investigate illicit discharge complaints and prepare investigation reports Conduct follow-up investigations to verify that detected illicit discharges have been eliminated Conduct source investigations as needed (in response to dry weather outfall monitoring)
	Manage program, implement QA/QC Procedures

**6. Public Education Program**

Most of the requirements under the Public Education Program are addressed by OC Watersheds through a countywide effort of which the City pays a shared cost. Table 10 lists the scope of work for city-specific requirements of the Public Education Program. JLHA staff is available as-needed to assist in stormwater education at City events.

**Table 10. Scope of work for the Public Education Program (outside of countywide effort)**

MS4 Permit §	Task
XIII	<b>Program Implementation</b>
	Participate in 1 or more City event(s) to provide education in stormwater pollution prevention
	Prepare article for City media outlet
	Distribute educational materials to residents
	Support countywide program initiatives
	Manage program, implement QA/QC Procedures

**C. Training**

Table 11 lists the scope of work for annual training to City staff for the New Development, Construction, Municipal Activities, and Illicit Discharge Programs. Training sessions will be conducted at a time set by City staff. Training topics will include plan review, site/BMP tracking, BMP implementation, inspections, enforcement, and regulation. Training sessions will be conducted at a time set by City staff. Updated and revised training documentation will be available for distribution.

**Table 11: Scope of work for Staff Training**

MS4 Permit §	Task
XVI	<b>New Development Program training</b>
	Train plan reviewers, permitting staff, and site inspectors in WQMP process, review, and inspections
	<b>Construction Program training</b>
	Train plan reviewers, permitting staff, and inspectors in construction program requirements
	<b>Municipal Activities training</b>
	Train maintenance staff in targeted positions of requirements of Municipal Activities Program
	<b>Illicit Discharge Detection and Elimination training</b>
	Provide targeted staff training in illicit discharge identification and elimination

**D. Monitoring and Reporting Program**

Table 12 lists the scope of work for the Monitoring and Reporting Program. This includes preparation of the Program Effectiveness Assessment (PEA). (The MS4 NPDES Annual Report.) Numeric elements of the Annual Report prepared by JLHA will be completed by the end of September to meet the countywide internal deadline. A draft of the complete Annual Report will be submitted to the City for review one month prior to submittal in mid-November. After incorporating comments and corrections from city staff,

the final version of the Annual Report will be submitted to the Regional Board by the mid-November deadline.

Requirements of the MS4 Permit Monitoring Program are addressed by OC Watersheds through a countywide effort of which the City pays a shared cost. The City is required to conduct a source investigation if the County’s dry weather monitoring indicates an exceedance of tolerance intervals for a given pollutant from an outfall monitored within the City. A budgetary allotment to conduct a routine source investigation is incorporated into the Illicit Discharge Detection and Elimination Program.

**Table 12. Scope of work for the Monitoring and Reporting Program**

MS4 Permit §	Task
MRP.III	<b>Reporting:</b> Assist in preparation of Annual MS4 NPDES Annual Report (PEA)
MRP.II	Monitoring is not within the scope of this proposal

**E. Trash Amendment Compliance Planning**

JLHA will assist the City as-needed with compliance planning for the statewide Trash Amendments. It is expected that the Trash Amendments will become enforceable through a California Water Code Order from the State Water Board in June of 2017. Compliance planning includes determining the compliance track route and planning annual interim compliance measures out to the final deadline in ten years.

**F. General Assistance with Municipal NPDES Program Services**

In addition to the programs listed in the previous subsections, JLHA will provide general assistance with NPDES-related tasks. Table 13 lists some of these tasks. A budgetary allotment is incorporated into the not-to-exceed estimate.

**Table 13. Scope of work for General MS4 NPDES Permit Assistance**

<b>General MS4 Permit Program Assistance, Including TMDLs and Watershed Management</b>
Represent City at relevant NPDES-related meetings and update City staff
Update Local Implementation Plan (LIP) as-needed
Provide program updates to City staff and, as needed, elected officials
Provide assistance with the MS4 Permit renewal process
Represent City interests in negotiations and communications with the Regional Water Board
Provide assistance with other NPDES, TMDL and watershed-related tasks as needed

## **Appendix A: Resumes**

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The following section includes the resumes and certifications of key personnel for this project.

**Education**

M.S., Applied Mathematics, CSULB  
B.S., Physics, CSULB

**Certifications**

CPSWQ, Envirocert (#0842)  
QSD/QSP, CASQA (#22706)  
IGP Trainer of Record, CASQA (#079)

**Affiliations**

Phi Beta Kappa Society  
Society for Industrial & Applied Math

**Cameron McCullough, MS, CPSWQ, QSD/P, IGP ToR**

*Director (Project Role: Project Manager)*

Cameron McCullough has thirteen years of experience in the environmental compliance field, specializing in surface water quality regulation. His experiences include managing the development and implementation of municipal NPDES, TMDL, and FOG Control programs, assisting and training municipal staff in their in-house NPDES programs, and representing client interests in interactions with regulators and other stakeholders.

**Recent Experience and Project Qualifications**

**Municipal NPDES Permit Management:** Mr. McCullough serves as a Programs Manager of municipal NPDES Permit programs for multiple cities throughout the Southland. Permits managed include the NPDES stormwater permits—MS4, IGP, CGP—as well as non-stormwater permits and related orders such as those for drinking water system releases and sanitary sewer overflows. Permit programs address (1) stormwater quality for construction, industrial, and municipal activities and post-construction BMPs for development activities, (2) non-stormwater discharges to and from the MS4, (3) TMDLs for water bodies impaired by trash, metals, toxics, and bacteria, and (4) surface water quality monitoring. Through his program management activities, he has developed qualifications that meet those required to serve as the Project Manager for this project. Specific examples of these qualifications include:

- Serving as a Project Manager for contracted MS4 NPDES Program assistance for local cities. (Lomita, Glendale, Hawthorne, Monterey Park, Placentia, Stanton, Temple City, Villa Park, West Covina, and West Hollywood.) Responsibilities include serving as project point-of-contact, overseeing the Project Team, ensuring successful completion of the project, and representing the client in interactions with regulators and watershed groups.
  - Through these projects Mr. McCullough has served as Project Lead to all subordinate members of the team for this project. As such the team has developed a track record of working together effectively.
- Representing cities in MS4 NPDES Permit compliance audits from the Regional Water Quality Control Board. (Seal Beach 2006, 2010, Stanton 2010, 2014, Big Bear Lake 2007.)
- Developing 1) watershed-based compliance plans for wet and dry weather TMDLs for Metals, Toxics, Bacteria, and Trash (Lower Los Angeles River, Lower San Gabriel River, and Long Beach Nearshore Watersheds: 2013-2016), 2) municipal Stormwater Quality Management Programs (Stanton 2011, Villa Park 2015) and 3) SWPPPs (Downey, Norwalk, Lynwood, Pico Rivera, West Covina: 2011-2016).
- Leading hundreds of municipal training sessions in MS4, IGP, CGP, and Drinking Water System NPDES Permits, as well as SSO spill response and FOG control. (26 municipal clients from 2004-2016, covering 3 State Water Board Regions and 5 Phase I MS4 Permits.)

**Watershed Management:** Mr. McCullough served as a Project Manager for the development of the Watershed Management Programs (WMPs) for the Lower Los Angeles River, Lower San Gabriel River, and Long Beach Nearshore Watershed Groups (2013-2016). The WMPs were developed by MS4 Permittees with shared watershed boundaries, with the objective of achieving surface water quality standards. Tasks included identifying water quality priorities, evaluating existing control measures, developing new control measures and compliance schedules, and providing quantitative reasonable assurance to attain water quality standards. He has also lead multi-jurisdictional workshops and technical committees on watershed management program implementation, and engaged with Regional Water Quality Control Board members, staff and non-governmental organizations in support of contested issues regarding the watershed management compliance approach.

Through representation of municipal clients' stakeholder interests, Mr. McCullough has also participated in the development of watershed management programs and monitoring programs for the Los Cerritos Channel, Dominguez Channel, Upper Los Angeles River, and Upper San Gabriel River (2013-present).

**Education**

M.S., Environmental Science, CSUF  
 B.S., Zoology, Cal State Poly Pomona  
 Minor, Chemistry

**Certifications**

CPSWQ, Envirocert (#0845)  
 QSD/QSP, CASQA (#22731)  
 CGP Trainer of Record, CASQA

**Jillian Brickey, MS, CPSWQ, QSD/P, CGP ToR**

*Director (Project Role: Alternate Project Manager)*

Jillian Brickey has ten years of experience in environmental management, specializing in stormwater and watershed management and water conservation. Her relevant experiences include implementing and managing NPDES municipal Permit programs for Low Impact Development, Development Construction, and TMDL/watershed management. Tasks include includes plan review and approval, reporting, training municipal staff in program

implementation, and representing client interests in interactions with regulators and other stakeholders.

**Recent Experience and Project Qualifications**

**Municipal NPDES Permit Management:** Ms. Brickey serves as a Programs Manager of municipal NPDES Permit programs for multiple cities throughout the Southland. NPDES Permits managed include all elements of the MS4 and CGP Permits, including erosion/sediment control and Low Impact Development (LID) for construction projects, and TMDL implementation for water bodies impaired by trash, metals, toxics, and bacteria. Through these management activities, she has:

- Represented cities in MS4 NPDES Permit New Development compliance audits from the Regional Water Quality Control Board. (Seal Beach: 2010, 2015, Stanton: 2010).
- Developed TMDL compliance plans for Metals, Toxics, Bacteria, and Trash. (Lower Los Angeles River, Lower San Gabriel River, Long Beach Nearshore Watersheds: 2013-2016.)
- Served as primary contact with clients and represented their interests when interacting with regulators. (Covina, La Habra, Seal Beach, South Pasadena, Stanton, Pasadena, West Hollywood).
- Developed Stormwater Quality Management Programs (Seal Beach: 2011), LID compliance guideline documents (Gateway cities, 2014), and LID ordinances (2014).
- Held CGP QSD/QSP training as a CGP ToR (Pasadena, 2016) and led over one hundred municipal training sessions in MS4 and CGP Permits. (Over 20 municipal clients: 2008-2016).
- Reviewed on behalf of municipal clients hundreds of LID Plans, WQMPs, and SWPPPs and verified proper installation and maintenance of hundreds of LID BMPs.
- Supervised JLHA plan checking staff.

**Watershed Management:** Ms. Brickey served as a Project Manager for the development of the Watershed Management Programs (WMPs) for the Lower Los Angeles River and Lower San Gabriel River Watershed Groups (2013-2016). The WMPs were developed by MS4 Permittees with shared watershed boundaries, with the objective of achieving surface water quality standards. Tasks included evaluating existing control measures and developing new control measures and compliance schedules to achieve water quality standards. She also oversaw the development and implementation of municipal LID ordinances as required through the WMP development process. This included the preparation of a LID Ordinance Equivalency Demonstration for the City of Long Beach.

She has also lead multi-jurisdictional workshops and technical committees on watershed management program implementation, and engaged with Regional Water Quality Control Board members, staff and non-governmental organizations in support of contested issues regarding the watershed management compliance approach. Through representation of municipal clients' stakeholder interests, Ms. Brickey has also participated in the development of watershed management programs and monitoring programs for the Upper Los Angeles River, Upper San Gabriel River, and Peninsula Cities Watershed Groups (2013-present).

**John L. Hunter, PE***Principal (Project Role: Technical Support)***Education**

B.S. Chemical Engineering, CSULB  
B.S. Biological Sciences, UCI

**Certifications and Licenses**

CA Professional Chemical Engineer, 4724  
CA Registered Environmental Assessor, 0900  
CA Hazardous Substance Removal, A3382  
CA General Engineering License, A-582340

Mr. Hunter serves as the Principal of JLHA. He has 31 years of experience in municipal environmental programs and currently oversees: (1) elements of over 40 separate NPDES programs encompassing three counties that covers programs such as: watershed and stormwater management, TMDL implementation, plan reviews, industrial and construction inspections, public agency activities, public outreach, and monitoring/reporting; (2) eleven municipal FOG

programs encompassing permitting, inspections and enforcement; (3) seven municipal Used Oil Recycling programs; (4) three municipal Beverage Container Recycling programs; and (5) two water conservation programs. As of May 2016 Mr. Hunter serves as the chair for the LA Permit Group, which provides area-wide MS4 Permit updates to all affected parties under the LA Region MS4 Permit.

**Related Experience**Watershed Management

Lead consultant for the Lower Los Angeles River Watershed Group, the Lower San Gabriel River Watershed Group, the Peninsula Cities Watershed Group, and the Long Beach Near-shore watersheds. Oversaw preparation and oversees continued development of the Watershed Management Programs for these groups. Also participates in the Upper Los Angeles River Watershed Group, the Dominguez Channel Watershed Group, and the Los Cerritos Channel Watershed Group.

Total Maximum Daily Loads

*Los Angeles River Metals TMDL:* Developed the Reach 1 Metals TMDL Implementation Plan on behalf of nine local agencies. The Plan was used as a source document for the Compliance Schedule in the Lower LA River WMP.

*Los Angeles River Trash TMDL:* Administered Trash DGR studies and associated compliance reports for multiple cities since 2004. Negotiated client interests with Regional Board staff. Obtained grant funding for and prepared the Hamilton Bowl BMP Study. The study evaluated different end-of-pipe trash capture systems for the Cities of Signal Hill and Long Beach.

MS4 Permit Minimum Control Measures (MCMs)

Oversees MCM elements of MS4 Permits for 37 cities. MCM programs include business and construction site inspections, LID Plan and SWPPP reviews, BMP implementation for public agency activities, illicit discharge investigations, and public outreach.

Representation and advocacy

Represents client interests in meetings with Regional Board staff/members regarding (E)WMPs, TMDLs, and other Permit mandates. Has chaired the Los Angeles River Watershed Management Committee, Santa Monica Bay Bacterial TMDL J7 Subcommittee, and the LA Permit Group. Currently serves as technical lead for the Lower San Gabriel, Lower Los Angeles, and Peninsula Cities Watershed Management Groups.

**Michelle Kim, MSE, EIT***Water Resources Engineer (Project Role: Assistant Project Manager)***10 Years of Experience in Water Quality****Education**

M.S., Civil Engineering, Loyola Marymount  
 B.S., Environmental Science, UC Berkeley  
 B.A., Public Health, UC Berkeley

**Certifications**

EIT #141554, NCEES  
 Grade 3 Laboratory Analyst #130133001, CWEA

Michelle Kim has ten years of experience in the water quality industry, which includes potable water, wastewater, and storm water. Her relevant experiences and tasks include implementing and managing NPDES municipal permit provisions such as watershed management, planning and land development, and TMDL compliance. She is involved in the development and review of Water Quality Management Plans (WQMPs), Low Impact Development (LID) Plans, and Standard Urban

Stormwater Mitigation Plans (SUSMPs). Michelle's past experience includes work with the Orange County Sanitation District involving treatment processes, laboratory analyses, and monitoring of wastewater and source control.

Her current responsibilities include providing municipal NPDES plan checking services, conducting BMP verification and maintenance inspections, representing clients in meetings, and assisting in the implementation of Watershed Management Programs.

Michelle's client-specific responsibilities at JLHA include:

- Reviewing LID Plans following the standards of the Los Angeles County area-wide MS4 Permit for the cities of Diamond Bar, Downey, Monterey Park, Norwalk, Pasadena, Santa Fe Springs, Signal Hill, and South Gate, and West Hollywood.
- Reviewing WQMPs following the standards of the North Orange County area-wide MS4 Permit for the cities of Buena Park, La Habra, Seal Beach, and Stanton. (WQMPs are the Orange County-equivalent of Los Angeles County's LID Plans.)
- Serving as point-of-contact with project engineers for the LID Plan and WQMP review process.
- Conducting post-construction BMP inspections for the City of West Hollywood.
- Assisting in municipal TMDL compliance activities, including review of Bacteria TMDL monitoring data for Jurisdiction 7 of the Santa Monica Bay, reconsideration of the Machado Lake nutrients TMDL, and preparation of the final compliance report for the Machado Lake Trash TMDL.
- Assisting in MS4 Permit Project Management for the Cities of Hawthorne, Lomita, and Rancho Palos Verdes. Tasks include serving as a point-of-contact with City staff, representing city interests at watershed meetings and other NPDES-related meetings and hearings, and preparing the Individual Annual Report.
- Assisting in Project Management of Watershed Management efforts under the LA County area-wide MS4 Permit. (Palos Verdes Peninsula Watershed Management Group.) Tasks include administering meetings, managing subcontractors, and preparing the watershed Annual Report.

## **Jose Rodriguez, CESSWI, QSP**

*Field Operations Manager (Project Role: Technical Support)*

### **Education**

B.S., Biology, UCI

### **Certifications and Training**

CESSWI, Envirocert (#2830)

QSP, CASQA (#22917)

40 Hour HAZWOPER

Basic Inspector Academy, Cal EPA

Spanish fluency

Jose Rodriguez has worked with John L. Hunter & Associates in the environmental compliance fields of NPDES, FOG and Industrial Waste Control for ten years. His relevant experiences and tasks include implementing NPDES municipal permit provisions such as industrial/commercial inspections, illicit discharge detection and elimination, construction inspections, public education, public agency inspections, TMDL compliance, municipal staff training and completing annual reports. He has experience in conducting outfall screening and monitoring for non-storm water discharges in both the Lower Los Angeles River and the Lower San Gabriel River. In total, Mr. Rodriguez has conducted several thousand inspections for

agencies such as Stanton, Seal Beach, South Gate, Hawthorne, South El Monte, Arcadia and the Orange County Sanitation District.

### **Related Experience**

#### Inspection Services

Mr. Rodriguez supervises field activities at JLHA, including inspection work to verify compliance with state and local environmental regulations. This includes MS4 NPDES Permit compliance inspections at commercial facilities such as restaurants and nurseries, NPDES-permitted industrial and construction sites, municipal facilities, and new developments. (New developments are inspected to verify proper post-construction BMP installation and maintenance verification.) He also oversees Industrial Waste and Fats, Oils, and Grease (FOG) Control BMP/pretreatment device inspections, as well as Clean Bay Restaurant (CBR) inspections. The CBR program incorporates elements of NPDES, FOG, and waste management.

In addition to supervising field staff, Mr. Rodriguez has conducted thousands of inspections through his tenure with JLHA. Clients include South Gate, Signal Hill, Downey, Paramount, and Manhattan Beach. In 2014 he represented the City of Stanton in a State compliance audit of the City's Industrial/commercial facility inspection program. The State auditors did not find program deficiencies.

#### Monitoring Services

Mr. Rodriguez supervises source investigations for outfalls with dry weather flows in both Orange and LA Counties. (OC Clients: Stanton, Seal Beach, Placentia, La Habra, Villa Park.) Within LA County, this work included the initial source identification work for the Lower San Gabriel River, Lower Los Angeles River, and Peninsula Cities Watershed Groups. Together these Groups represent twenty cities. He has also conducted stormwater sampling following the requirements of the Industrial General Permit (South Gate) and supervised trash generation monitoring studies as required by the LA River Trash TMDL. (Monterey Park, Glendale, South Pasadena, Temple City.)

#### Planning and Reporting

Mr. Rodriguez prepares NPDES annual reports for Industrial General Permit (IGP) facilities (West Covina, South Gate, Norwalk) as well as MS4 Permittees throughout Orange and LA County. As part of the MS4 Annual Report, he has prepared outfall screening reports. He has also developed Industrial SWPPPs for the Cities of Norwalk and South Gate.

## Rosalinda Tandoc, PE

*Staff Civil Engineer (Project Role: Project Engineer)*

### Overview

Ms. Tandoc has over 30 years of experience reviewing and approving structural and architectural plans. Her specialty lies in reviewing and approving such plans for compliance with Permits (including MS4), City ordinances (including LID and Green Streets/Fats, Oils, and Grease/Industrial Waste/Erosion Control), Building Codes, and other State Laws. At JLHA, she has been instrumental in expediting plan review and approval for issuance of permits, interacting with clients to troubleshoot project development problems, and expediently facilitating completion of client projects. She has done this for all of JLHA's past and current clients, which now includes 23 cities.

### Education

Master of Science in Civil Engineering  
California State University, Long Beach

### Certifications and Licenses

CA Registered Civil Engineer

### Related Experience

#### With JLHA (Starting 2006 )

- Reviews structural and architectural plans and residential and large and complicated buildings for compliance with the MS4 Permit, City Ordinances and State Law.
- Interacts with developers to facilitate completion of their projects
- Worked with the Principal in investigating problems presented to them.
- Code Consultant

#### Prior Experience:

- Los Angeles County Department of Public Works Building and Safety Division (1979 – 2006)
- Coordinated with local agencies in expediting the issuance of permits
- Assisted Permit Technician in solving problems that he or she may have incurred in the processing of permits and other related problems that need to be resolved at the counter.
- Assisted the City in developing ways and methods of expediting the processing of plans for issuance of permits.
- Assisted the City in developing plans and methods for effective office organization in the City Building Department in working with the City Planning Department.

### Personal Advancement Courses

Engineering Management  
Communication  
Diversity Training  
Business and English Writings  
Supervisory Management

### Achievements/Volunteer Works

Outstanding Woman of 1998, City of Cerritos  
Greater Long Beach Girl Scout Council  
Cerritos Senior Center, City of Cerritos  
St. Linus Parish, Norwalk, CA  
Cathedral of Our Lady of the Angels, Los Angeles

## Appendix B: Fees

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The following section lists the Rate Schedule and annual not-to-exceed estimate.

### Rate Schedule

Principal, Director, Staff Engineer	\$165/hr
Project Manager, Project Engineer	\$135/hr
Environmental Compliance Specialist II	\$115/hr
Environmental Compliance Specialist I and Public Outreach Specialist	\$95/hr
Administrative Assistant, Laborer (OSHA 40hr certified)	\$65/hr
Routine Industrial/Commercial Inspection	\$115/inspection
State Certified Laboratory Analysis	Cost + 5%
Legal Consultation, Court Appearances/Document review, etc.	\$250/hr
Subcontracted equipment	Cost + 5%

Prices effective as of January 1, 2017

### Estimated Not-to-Exceed Fee Proposal

The following pages detail the estimated not-to-exceed annual costs for this project. A one page summary of these costs is also included.

**JLHA Itemized Estimated Annual Costs to Assist the City of Placentia with MS4 NPDES Permit Compliance**

MS4 Permit §	Mandated Task	Rate	Hours/Units	Cost	Sub-totals	Totals
<b>XII</b>	<b>New Development Program</b>				<b>Assume 4 new/3 existing WQMPs, \$9,040</b>	
<b>XII.A-XII.P</b>	<b>Program Implementation</b>				<b>\$8,470</b>	
	Review WQMPs following Permit criteria (assume 4 projects)	\$135	40 H	\$5,400		
	Track project information, BMPs, inspection reports, and enforcement in an electronic database	\$65	14 H	\$910		
	Conduct BMP verification inspections (assume 4 inspections)	\$135	6 H	\$810		
	Notify WQMP sites of maintenance requirements and conduct maintenance inspections (assume 3 projects)	\$135	6 H	\$810		
	Conduct follow-up activities at non-compliant projects (assume 4 project(s))	\$135	4 H	\$540		
	<b>Manage Program</b>				<b>\$570</b>	
	Manage program (assume 5% of sub-program costs)	\$165	1 H	\$165		
		\$135	3 H	\$405		
<b>VIII</b>	<b>Construction Program</b>				<b>Assume 3 State-permitted sites, \$4,730</b>	
<b>VII.A</b>	<b>Inventory Construction sites</b>				<b>\$385</b>	
	Update monthly the inventory of construction sites (assume 3 records updated a month)	\$95	2 H	\$190		
	Track site information, inspection reports, and enforcement actions using an electronic database	\$65	3 H	\$195		
<b>VII.B</b>	<b>Inspect state-permitted (&gt;1 acre) construction sites (smaller sites will be addressed by City staff)</b>				<b>\$3,105</b>	
	Inspect 3 State NPDES-permitted construction sites monthly in wet season	\$115	27 U	\$3,105		
<b>VII.B</b>	<b>Ensure Compliance</b>				<b>\$805</b>	
	Follow-up at non-compliant facilities within 4 weeks (assume 10% of site visits)	\$115	3 U	\$345		
	Second follow-up at non-compliant facilities (assume 25% of non-compliant sites)	\$115	2 U	\$230		
	Prepare formal violation notices following the City's municipal code (assume 5% of sites)	\$115	2 H	\$230		
	<b>Manage Program</b>				<b>\$435</b>	
	Manage program for 3 State-permitted construction sites (assume 5% of sub-program costs)	\$165	1 H	\$165		
		\$135	2 H	\$270		
<b>IX, X</b>	<b>Industrial/Commercial Facilities Program</b>				<b>Assume 75 facilities to inspect, \$14,985</b>	
<b>IX.A-B, X.A-B</b>	<b>Inventory and Prioritize Industrial/Commercial Facilities</b>				<b>\$1,630</b>	
	Review city databases to revise inventory of industrial/commercial facilities	\$95	4 H	\$380		
	Track and prioritize facilities using an electronic database	\$95	7 H	\$665		
	Track all inspection reports and enforcement actions using an electronic database	\$65	9 H	\$585		
<b>IX.B, X.B</b>	<b>Inspect Industrial/Commercial Facilities</b>				<b>\$10,625</b>	
	Inspect 10 State NPDES Permitted industrial facilities for proper BMP implementation	\$250	10 U	\$2,500		
	Inspect 65 commercial/light industrial facilities for proper BMP implementation	\$125	65 U	\$8,125		
	Distribute educational materials to facilities as needed (cost incorporated into inspection fee)	\$95	H	\$0		
<b>XI.B</b>	<b>Ensure Compliance</b>				<b>\$1,885</b>	
	Follow-up at non-compliant facilities (assume 10% of initial inspections)	\$125	8 U	\$1,000		
	Second follow-up at non-compliant facilities (assume 10% of non-compliant facilities)	\$125	1 U	\$125		
	Prepare formal violation notices following the City's municipal code (assume 5% of facilities)	\$95	8 H	\$760		
	<b>Manage Program</b>				<b>\$845</b>	
	Manage program (assume 5% of sub-program costs)	\$135	2 H	\$270		
		\$115	5 H	\$575		
<b>XIV, XV</b>	<b>Municipal Activities Program</b>				<b>Assume 1 training, \$1,440</b>	
<b>XIV.B, XIV.G</b>	<b>Inventory and Prioritize Public Fixed Facilities</b>				<b>\$160</b>	
	Inventory and prioritize public fixed facilities following the MS4 Permit's prioritization process	\$95	1 H	\$95		
		\$65	1 H	\$65		

**JLHA Itemized Estimated Annual Costs to Assist the City of Placentia with MS4 NPDES Permit Compliance**

MS4 Permit §	Mandated Task	Rate	Hours/Units	Cost	Sub-totals	Totals
VII.B	<b>Inspect public fixed facilities</b> Inspect public fixed facilities following the MS4 Permit's prioritized schedule	\$95	8 U	\$760	\$760	
XIV.I	<b>Pesticide and Fertilizer Management</b> Provide support for Integrated Pest Management program	\$135	2 H	\$270	\$270	
	<b>Manage Program</b> Manage program (assume 10% of sub-program costs)	\$135	1 H	\$135	\$250	
		\$115	1 H	\$115		
VI, VII	<b>Illicit Discharge Detection and Elimination Program</b>				Assume 4 complaint(s) received,	\$2,040
VI	Assist in legal authority update	\$135	2 H	\$270	\$270	
VII	<b>Investigate and Eliminate Illicit Discharges</b> Investigate illicit discharge complaints and prepare investigation reports (assume 4 investigations) Conduct follow-up investigation to verify that detected illicit discharges have been eliminated	\$95	12 H	\$1,140	\$1,520	
		\$95	4 H	\$380		
	<b>Manage Program</b> Manage program (assume 5% of sub-program costs)	\$135	1 H	\$135	\$250	
		\$115	1 H	\$115		
XIII	<b>Public Education and Outreach Program</b>				Assume 1 event(s),	\$1,985
	<b>Program Implementation</b> Participate in 1 City event(s) to provide public education/involvement in stormwater pollution prevention Prepare article for City media outlet Distribute educational materials to residents	\$95	9 H	\$855	\$1,755	
		\$95	4 H	\$380		
		\$65	8 H	\$520		
	<b>Manage Program</b> Manage program (assume 5% of sub-program costs)	\$135	1 H	\$135	\$230	
		\$95	1 H	\$95		
XVI	<b>Training Program</b>				Assume 2 event(s),	\$3,240
XVI	<b>New Development Program training</b> Train plan reviewers, permitting staff, and site inspectors in WQMP process, review, and inspections	\$135	6 H	\$810	\$810	
	<b>Construction Program training</b> Train plan reviewers, permitting staff, and inspectors in construction program requirements	\$135	6 H	\$810	\$810	
	<b>Municipal Activities training</b> Train maintenance staff in targeted positions of requirements of Municipal Activities Program	\$135	6 H	\$810	\$810	
	<b>Illicit Discharge Detection and Elimination training</b> Provide targeted staff training in illicit discharge identification and elimination	\$135	6 H	\$810	\$810	
MRP	<b>Monitoring and Reporting</b>					\$5,770
MRP.III	Prepare Annual Report	\$135	10 H	\$1,350	\$5,770	
		\$115	12 U	\$1,380		
		\$95	32 H	\$3,040		
MRP.II	Monitoring services are not included in this proposal					
CWC Order	<b>Trash Amendment Compliance Planning</b>					\$1,080
	Assist City with planning for compliance with the statewide Trash Amendments	\$135	8 H	\$1,080	\$1,080	
XVIII, XI	<b>General MS4 Permit Program Assistance, Including TMDLs and Watershed Management</b>					\$8,670
	Provide regular program updates to City. Update City LIP as necessary.	\$165	8 H	\$1,320	\$8,670	
		\$135	16 H	\$2,160		

**JLHA Itemized Estimated Annual Costs to Assist the City of Placentia with MS4 NPDES Permit Compliance**

MS4 Permit §	Mandated Task	Rate	Hours/Units	Cost	Sub-totals	Totals
	Represent City at relevant MS4 Permit-related meetings and update City staff	\$165	20 H	\$3,300		
	Provide assistance with other NPDES, TMDL and watershed-related tasks as needed	\$135	14 H	\$1,890		
	<b>Annual Total</b>					<b>\$52,980</b>

\*Costs incurred for some tasks are dependent upon assumptions such as the expected number of WQMPs, construction sites, and industrial/commercial facilities. These assumptions are based on JLHA's prior experience--actual costs incurred for each task may vary. All services are provided on a time and materials basis, not to exceed the annual total without City approval.

**JLHA Estimated Annual Costs to Assist the City of Placentia with  
Municipal NPDES Permit Compliance**

<b>MS4 Permit §</b>	<b>Task</b>	<b>Annual Cost</b>
XII	New Development Program	\$9,040
VIII	Construction Program	\$4,730
IX, X	Industrial/Commercial Facilities Program	\$14,985
XIV, XV	Municipal Activities Program	\$1,440
VI, VII	Illicit Discharge Detection and Elimination Program	\$2,040
XIII	Public Education and Outreach Program	\$1,985
XVI	Training Program	\$3,240
CWC Order	Trash Amendment Compliance Planning	\$1,080
MRP	Monitoring and Reporting	\$5,770
XVIII, XI	General Assistance, including TMDLs and Watershed	\$8,670
	<b>Total per year</b>	<b>\$52,980</b>

**EXHIBIT B**  
**CERTIFICATES OF INSURANCE**



JOHNLHU-01

MMORALES4

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/5/2017

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 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 HUB International Insurance Services Inc. 40 E Alamar AVE Santa Barbara, CA 93105	CONTACT NAME: <b>María Morales</b>	
	PHONE (A/C, No, Ext): <b>(805) 879-9525</b>	FAX (A/C, No): <b>(805) 617-1767</b>
E-MAIL ADDRESS: <b>maria.morales@hubinternational.com</b>		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: <b>Homeland Insurance Company of New York</b>		<b>34452</b>
INSURER B: <b>American Fire and Casualty Company</b>		<b>24066</b>
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED  
  
John L. Hunter and Associates  
6131 Orangethorpe Ave., Ste 300  
Buena Park, CA 90620

COVERAGES CERTIFICATE NUMBER: 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 <input checked="" type="checkbox"/> CPL / PL DED \$2,500 <input checked="" type="checkbox"/> GLI DED \$2,500 GENTL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			7930014850003	08/06/2016	08/05/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 POLL/PROF \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAA56481924	04/23/2017	04/23/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			7930014860003	08/05/2016	08/05/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: Operations of the Named Insured during the current policy term.

The City of Placentia, its elected and appointed officers, officials, employees and agents are Additional Insured in regards to the General Liability policy per attached form OBENVGE304 02/11. Primary Working & Waiver of Subrogation applies with respects to liability per attached endorsements OBENVGE319 02/11 & OBENVGE320 04/11.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement only modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS ENVIRONMENTAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations:
Any person or organization for which the Named Insured has agreed to provide insurance prior to loss as provided by this policy but only to the scope of insurance agreed to by the Named Insured.	Any location or completed operation, but only to the scope of insurance agreed to by the Named Insured.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**SECTION II – WHO IS AN INSURED** is amended to include as an additional Insured the person(s) or organization(s) shown in the SCHEDULE above, but only with respect to liability for **bodily injury, property damage or environmental damage** caused, in whole or in part, by **your work** at the location designated and described in the SCHEDULE above performed for that additional insured and included in the **products-completed operations hazard**.

All other terms and conditions remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS ENVIRONMENTAL LIABILITY COVERAGE PART

**SECTION IV - CONDITIONS, 8. Other Insurance**, is amended by adding the following paragraph:

This insurance will be considered primary to, and non-contributory with any other insurance issued directly to a person or organization added as an additional insured under this policy, only if you specifically agree, in a written contract or agreement, that this insurance must be primary to, and non-contributory with, such other insurance.

All other terms and conditions remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement only modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS ENVIRONMENTAL LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

Any person or organization for which the Named Insured has agreed to provide insurance prior to loss as provided by this policy but only to the scope of insurance agreed to by the Named Insured.

**SECTION IV – CONDITIONS, 13. Transfer of Rights of Recovery Against Others To Us** is deleted and replaced with the following:

**13. Transfer of Rights of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them. Any recovery will be paid first to us until all amounts we have spent on a claim or suit have been reimbursed. The insured expressly waives the right to be made whole by any such recovery.

We waive any right of recovery we may have against the person or organization shown in the SCHEDULE above 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. This waiver applies only to the person or organization shown in the SCHEDULE above.

All other terms and conditions remain the same.



# Placentia City Council

## **AGENDA REPORT**

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: JUNE 20, 2017

SUBJECT: **MEASURE M ELIGIBILITY APPLICATION PACKAGE FOR FISCAL YEAR 2017-18**

FISCAL  
IMPACT: REVENUE: \$799,733 IN ESTIMATED MEASURE M FUNDS

### **SUMMARY:**

On November 7, 2006, Orange County voters approved Renewed Measure M. Renewed Measure M2 is a 30-year, multi-billion dollar program extension of the original Measure M half-cent Countywide sales tax with a new slate of transportation projects and programs. It is anticipated that Placentia will receive approximately \$799,733 in local fair share funds for Fiscal Year (FY) 2017-18. This action will approve and adopt required documents for submittal of a Measure M eligibility package to the Orange County Transportation Authority (OCTA).

### **RECOMMENDATION:**

It is recommended that City Council take the following actions:

1. Approve the Measure M Eligibility Application Package for FY 2017-18; and
2. Approve Resolution No. R-2017-XX, A Resolution of the City Council of the City of Placentia Concerning the Status and Update of the Circulation Element, Local Signal Synchronization Plan, and Mitigation Fee Program; and
3. Authorize Staff to submit the Measure M Eligibility application package to OCTA which includes a 7-year Capital Improvement Program (CIP).

### **DISCUSSION:**

The eligibility application package the City submits to OCTA includes all required documentation as required by OCTA.

**1.d.**  
**June 20, 2017**

Eligibility:

All of the requirements set forth in OCTA Ordinance No. 2 must be met in order for the City to maintain eligibility for its local fair share funds. This year, the City's application must include the following items:

1. Submittal of Measure M Eligibility Checklist for Fiscal Year 2017-18
2. Approval of a 7-year CIP which includes all projects funded partially or wholly by Measure M dollars
3. Approval of Maintenance of Effort (MOE) Reporting Form and supporting budget documents
4. Approval of Local Signal Synchronization Plan (LSSP)
5. Adoption of a resolution affirming the status of the City's Circulation Element, adoption of the Local Signal Synchronization Plan, and affirmation of the Mitigation Fee Program.

Process for Determining Measure M Eligibility:

The following process has been established for determining Measure M eligibility:

1. Agencies submit Measure M packages to OCTA
2. OCTA staff reviews packages
3. Citizen's Oversight Committee determines eligibility by reviewing certain components of the eligibility package
4. OCTA approves eligibility for agencies to receive Measure M Funds

If the package is found non-eligible by OCTA staff, the City will have thirty (30) days to respond and appeal the staff findings. The matter then goes to the Technical Advisory Committee for review and recommendation with the final decision resting with OCTA. The following briefly describes each component of the eligibility package:

Measure M Eligibility Checklist:

The Measure M Program requires the City's annual eligibility application to include a checklist that is used by OCTA staff and the Taxpayers Oversight Committee to determine compliance with program requirements. The attached checklist demonstrates that the City is in compliance with the program.

7 Year Capital Improvement Program (CIP):

This document is a detailed listing of capital projects scheduled for construction during the 7 year period. It includes budget and schedule details for reconstruction and paving projects, intersection improvements, and traffic signal projects funded fully, or in part, by Measure M2 Funds. The CIP provides a means to merge projects into the annual City budget process. Many of the projects listed are funded in part or in total by various grants staff has obtained as well as Measure M2 Funds.

Maintenance of Effort (MOE):

The Measure M program requires the City to support the ongoing "maintenance of effort" requirement by ensuring that City funds continue to be allocated towards street maintenance and repairs as well as other transportation-related projects. Measure M2 funds are designed to supplement, not replace, existing local funding sources for transportation projects. The City's required MOE is based upon a historic benchmark of General Fund expenditures towards road maintenance and transportation projects in the City.

Local Signal Synchronization Plan (LSSP)

The City's LSSP is a three-year plan identifying traffic signal synchronization routes and traffic signals to be improved, including all elements of the Regional Signal Synchronization Network located within the City. It includes goals that are consistent with those outlined as part of OCTA's Regional Traffic Signal Synchronization Master Plan, including signal synchronization across jurisdictions. An updated plan is required for submittal to OCTA as part of the City's eligibility documentation. The City's LSSP was last updated in 2014 and includes a three-year outlook for FY 2017-18 through 2019-20. Approval of attached resolution includes adoption of the 2017 LSSP update.

Mitigation Fee Program Concurrence Documentation

Biennially the City must submit a City Council adopted resolution to OCTA certifying that the City has an existing mitigation fee program that assesses traffic impacts of new development and required new development to pay a fair share of necessary transportation attributable to the new development. The resolution reaffirms the City's existing Thoroughfare Construction Fund traffic impact developer fee program.

**FISCAL IMPACT:**

It is anticipated that Placentia will receive approximately \$799,733 in local fair share funds for FY 2017-18.

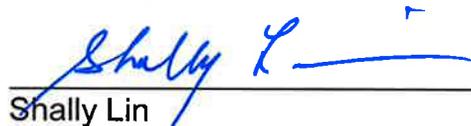
Prepared by:



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Luis Estevez  
Director of Public Works

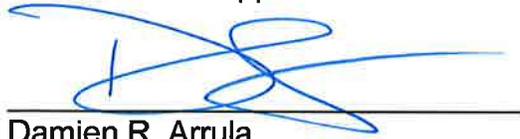
Reviewed and approved:



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Shally Lin  
Interim Finance Director

Reviewed and approved:



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Damien R. Arrula  
City Administrator

Attachments:

1. 2017-2018 Measure M Eligibility Application Package
2. Resolution No. R-2017-XX

*The People are the City*

**Mayor**  
CRAIG S. GREEN

**Mayor Pro Tem**  
CHAD P. WANKE

**Councilmembers:**  
RHONDA SHADER  
WARD L. SMITH  
JEREMY B. YAMAGUCHI



**City Clerk:**  
PATRICK J. MELIA

**City Treasurer**  
KEVIN A. LARSON

**City Administrator**  
DAMIEN R. ARRULA

401 East Chapman Avenue – Placentia, California 92870

June 30, 2017

Mr. Roger Lopez  
Local Measure M Programs  
Orange County Transportation Authority  
550 South Main Street  
Orange, CA 92863--1584

Dear Mr. Lopez:

**SUBJECT: CITY OF PLACENTIA 2017/2018 MEASURE M ELIGIBILITY PACKAGE**

Enclosed is the City of Placentia draft eligibility package.

The enclosed package contains the following items:

- Measure M Eligibility Checklist for FY 2017/2018
- Measure M Seven-Year Capital Improvement Program
- Maintenance of Effort Reporting Form and City budget sections pertaining to the MOE expenditures
- Local Signal Synchronization Plan
- Land Use Planning Strategies Letter
- Resolution for Status and Update of the Circulation Element, Local Signal Synchronization Plan and Mitigation Fee Program

Should you have any questions or require and additional information, please do not hesitate to contact me at (714) 993-8120.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Luis Estevez', is written over a blue circular stamp or seal.

Luis Estevez,  
Director of Public Works

Attachment: Measure M Draft Eligibility Package



## APPENDIX D Eligibility Checklist

Time Limits for Use of Net Revenues		YES	NO
7.	Has your jurisdiction complied with the three year time limit for the use of net revenues over the last year per the requirements outlined in the ordinance?	✓	<input type="checkbox"/>
	a. If no, has a time extension been requested through the semi-annual review process for funds subject to expiration?	<input type="checkbox"/>	<input type="checkbox"/>

Supplanting of Developer Commitments		YES	NO
8.	Has your jurisdiction ensured they have not supplanted developer commitments for transportation projects and funding with Measure M2 funds?	✓	<input type="checkbox"/>

Mitigation Fee Program		YES	N/A
9.	Does your jurisdiction currently have a defined development impact mitigation fee program in place?	✓	<input type="checkbox"/>
10.	Has your jurisdiction submitted a copy of the current mitigation fee program?	✓	<input type="checkbox"/>
	a. Have you included a copy of your current impact fee schedule; or	✓	<input type="checkbox"/>
	b. Have you provided OCTA with a copy of your mitigation fee nexus study; or	<input type="checkbox"/>	✓
	c. Have you included a copy of your council approved policy; or	✓	<input type="checkbox"/>
	d. Have you provided OCTA with a copy of your council resolution approving the mitigation fee program?	✓	<input type="checkbox"/>

Planning Strategies		YES	NO
11.	Does your jurisdiction consider as part of its General Plan, land use planning strategies that accommodate transit and non-motorized transportation?	✓	<input type="checkbox"/>
12.	Have you provided a letter identifying land use planning strategies that accommodate transit and non-motorized transportation consideration in the general plan?	✓	<input type="checkbox"/>

Traffic Forums		YES	NO
13.	Did representatives of your jurisdiction participate in the regional traffic forum(s)?	✓	<input type="checkbox"/>
	a. If you answered yes, provide date of attendance: September 29, 2016 and February 7, 2017		

Congestion Management Program (CMP)		YES	N/A
14.	Has your jurisdiction completed the required CMP checklist? (Appendix C)	✓	<input type="checkbox"/>

LUIS ESTEVEZ  
Name (Print)

  
Signature

4/7/17  
Date



## APPENDIX D

### Eligibility Checklist

<b>Jurisdiction:</b>	<b>City of Placentia</b>
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<b>Capital Improvement Program (CIP)</b>		<b>YES</b>	<b>N/A</b>
1.	Did you submit your draft Measure M2 seven-year CIP to OCTA by June 30?	✓	<input type="checkbox"/>
	a. Did you utilize the required OCTA CIP database?	✓	<input type="checkbox"/>
	b. Have you indicated what percentage of funding will come from each source for each of the projects?	✓	<input type="checkbox"/>
	c. Have you listed projects in current year dollars?	✓	<input type="checkbox"/>
	d. Did you include all projects that are partially, fully, or potentially funded by Measure M2 net revenues?	✓	<input type="checkbox"/>
	e. The council approval date* to adopt the final 7-Year CIP is: June 20, 2017 *Must be prior to July 31		

<b>Maintenance of Effort (MOE)</b>		<b>YES</b>	<b>NO</b>
2.	Did you submit the MOE certification form (Appendix I) to OCTA by June 30?	✓	<input type="checkbox"/>
	a. Did you provide supporting budget documentation?	✓	<input type="checkbox"/>
	b. Has the MOE Reporting form been signed by the Finance Director or appropriate designee?	✓	<input type="checkbox"/>

<b>Pavement Management Program (PMP)</b>		<b>YES</b>	<b>N/A</b>
3.	Are you required to submit a PMP update to OCTA for this eligibility cycle? If you are not required to submit a PMP update, check N/A. Refer to Exhibit 3 for local agency PMP submittal schedule.	<input type="checkbox"/>	✓
	a. If yes, did you use the current PMP Certification form (Appendix F)?	<input type="checkbox"/>	✓
	b. If yes, is the adopted PMP consistent with the OCTA Countywide Pavement Management Program?	<input type="checkbox"/>	✓
4.	If you answered "N/A" to question 3, did you submit a PMP Update to OCTA through the previous eligibility cycle by June 30?	<input type="checkbox"/>	✓

<b>Resolution of Master Plan of Arterial Highways (MPAH) Consistency</b>		<b>YES</b>	<b>N/A</b>
5.	Did you submit a resolution demonstrating consistency with the MPAH?	✓	<input type="checkbox"/>
	a. Have you enclosed a figure representing your most current circulation element?	<input type="checkbox"/>	✓

<b>Local Signal Synchronization Plan (LSSP)</b>		<b>YES</b>	<b>N/A</b>
6.	Did you adopt and submit an update to the LSSP as part of the current cycle?	✓	<input type="checkbox"/>
	a. Is your LSSP consistent with the Regional Traffic Signal Synchronization Master Plan?	✓	<input type="checkbox"/>



# APPENDIX C

## Congestion Management Program (CMP)

<b>Jurisdiction:</b>	<b>City of Placentia</b>
----------------------	--------------------------

<b>CMP Monitoring Checklist: Level of Service</b>					
CMP Checklist		YES	NO	N/A	
1.	Check "Yes" if either of the following apply: <ul style="list-style-type: none"> <li>There are no CMP intersections in your jurisdiction.</li> <li>Factoring out statutorily-exempt activities<sup>1</sup>, all CMP intersections within your jurisdiction are operating at LOS E (or the baseline level, if worse than E) or better.</li> </ul>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
<b>NOTE: ONLY THOSE AGENCIES THAT CHECKED "NO" FOR QUESTION 1 NEED TO ANSWER THE REMAINING QUESTIONS.</b>					
2.	If any, please list those intersections that are not operating at the CMP LOS standards. <ul style="list-style-type: none"> <li>_____</li> <li>_____</li> <li>_____</li> </ul>				<input checked="" type="checkbox"/>
3.	Will deficient intersections, if any, be improved by mitigation measures to be implemented in the next 18 months or improvements programmed in the first year of any recent funding program (i.e., local agency CIP, CMP CIP, Measure M CIP)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	a. If not, has a deficiency plan been developed for each intersection that will be operating below the CMP LOS standards?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Additional Comments:					
I certify that the information contained in this checklist is true.					
<u>Luis Estevez</u> Name (Print)		<u>Director of PW</u> Title		 Signature	<u>6/6/17</u> Date

<sup>1</sup>The following activities are statutorily-exempt from deficiency determinations: interregional travel, traffic generated by the provision of low and very low income housing, construction rehabilitation or maintenance of facilities that impact the system, freeway ramp metering, traffic signal coordination by the state or multi-jurisdictional agencies, traffic generated by high-density residential development within 1/4 mile of a fixed-rail passenger station, traffic generated by mixed-use residential development within 1/4 mile of a fixed-rail passenger station.



# APPENDIX C

## Congestion Management Program (CMP)

<b>Jurisdiction:</b>	<b>City of Placentia</b>
----------------------	--------------------------

<b>CMP Monitoring Checklist: Deficiency Plans</b>				
<b>CMP Checklist</b>		<b>YES</b>	<b>NO</b>	<b>N/A</b>
1.	Check "Yes" if either of the following apply: <ul style="list-style-type: none"> <li>There are no CMP intersections in your jurisdiction.</li> <li>Factoring out statutorily-exempt activities<sup>2</sup>, all CMPHS intersections within your jurisdiction are operating at LOS E (or the baseline level, if worse than E) or better.</li> </ul>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>NOTE: ONLY THOSE AGENCIES THAT CHECKED "NO" FOR QUESTION 1 NEED TO ANSWER THE REMAINING QUESTIONS.</b>				
2.	If any, please list those intersections found to not meet the CMP LOS standards. <ul style="list-style-type: none"> <li>_____</li> <li>_____</li> <li>_____</li> </ul>			<input checked="" type="checkbox"/>
3.	Are there improvements to bring these intersections to the CMP LOS standard scheduled for completion during the next 18 months or programmed in the first year of the CIP?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>NOTE: ONLY THOSE AGENCIES THAT CHECKED "NO" FOR QUESTION 3 NEED TO ANSWER THE REMAINING QUESTIONS.</b>				
4.	Has a deficiency plan or a schedule for preparing a deficiency plan been submitted to OCTA?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5.	Does the deficiency plan fulfill the following statutory requirements:			
	a. Include an analysis of the causes of the deficiency?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	b. Include a list of improvements necessary to maintain minimum LOS standards on the CMPHS and the estimated costs of the improvements?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	c. Include a list of improvements, programs, or actions, and estimates of their costs, which will improve LOS on the CMPHS and improve air quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	i. Do the improvements, programs, or actions meet the criteria established by SCAQMD (see the CMP Preparation Manual)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<sup>2</sup>The following activities are statutorily-exempt from deficiency determinations: interregional travel, traffic generated by the provision of low and very low income housing, construction rehabilitation or maintenance of facilities that impact the system, freeway ramp metering, traffic signal coordination by the state or multi-jurisdictional agencies, traffic generated by high-density residential development within 1/4 mile of a fixed-rail passenger station, traffic generated by mixed-use residential development within 1/4 mile of a fixed-rail passenger station.

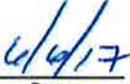




# APPENDIX C

## Congestion Management Program (CMP)

<b>Jurisdiction:</b>	City of Placentia
----------------------	-------------------

CMP Monitoring Checklist: Land Use Coordination				
CMP Checklist		YES	NO	N/A
1.	Have you maintained the CMP traffic impact analysis (TIA) process you selected for the previous CMP?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	a. If not, have you submitted the revised TIA approach and methodology to OCTA for review and approval?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2.	Did any development projects require a CMP TIA during this CMP cycle? <sup>3</sup>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<b>NOTE: ONLY THOSE AGENCIES THAT CHECKED "YES" FOR QUESTION 2 NEED TO ANSWER THE REMAINING QUESTIONS.</b>				
3.	If so, how many?			
4.	Please list any CMPHS links & intersections that were projected to not meet the CMP LOS standards (indicate whether any are outside of your jurisdiction).			<input checked="" type="checkbox"/>
	• _____			
	• _____			
	• _____			
	a. Were mitigation measures and costs identified for each and included in your seven-year CIP?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	b. If any impacted links & intersections were outside your jurisdiction, did your agency coordinate with other jurisdictions to develop a mitigation strategy?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5.	If a local traffic model was/will be used, did you follow the data and modeling consistency requirements as described in the CMP Preparation Manual (available online at <a href="http://www.octa.net/pdf/cmpprepmanual.pdf">http://www.octa.net/pdf/cmpprepmanual.pdf</a> )?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Additional Comments:				
I certify that the information contained in this checklist is true.				
 Name (Print)		 Title		 Signature
			 Date	

<sup>3</sup>Exemptions Include: any development generating less than 2,400 daily trips, any development generating less than 1,600 daily trips (if it directly accesses a CMP highway), final tract and parcel maps, issuance of building permits, issuance of certificate of use and occupancy, and minor modifications to approved developments where the location and intensity of project uses have been approved through previous and separate local government actions prior to January 1, 1992.



# APPENDIX C

## Congestion Management Program (CMP)

**Jurisdiction:** City of Placentia

<b>CMP Monitoring Checklist: Capital Improvement Program</b>					
CMP Checklist		YES	NO	N/A	
1.	Did you submit a seven-year Capital Improvement Program (CIP) to OCTA by June 30?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2.	Does the CIP include projects to maintain or improve the performance of the CMPHS (including capacity expansion, safety, maintenance, and rehabilitation)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
3.	Is it consistent with air quality mitigation measures for transportation- related vehicle emissions?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4.	Was the Web Smart CIP provided by the OCTA used to prepare the CMP CIP?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Additional Comments:</b>					
I certify that the information contained in this checklist is true.					
<u>LUIS ESTEVEZ</u> Name (Print)		<u>DIRECTOR OF P.W</u> Title		<u></u> Signature	
				<u>6/6/17</u> Date	

# MITIGATION FEE

FY 2017-18 M2 ELIGIBILITY SUBMITTAL PACKAGE

**A RESOLUTION OF THE  
INTERJURISDICTIONAL PLANNING FORUM  
GROWTH MANAGEMENT AREA NO. 1**

**RESOLUTION NO. 2**

THE INTERJURISDICTIONAL PLANNING FORUM NO. 1 DOES HEREBY RESOLVE AS FOLLOWS:

1. That "Measure "M", the revised Traffic Improvement and Growth Management Ordinance, provides funding for needed traffic improvements.
2. That Measure "M" authorizes the imposition of a 1/2-cent retail sales tax, Countywide.
3. That the sales tax increase is estimated to raise \$3.1 billion Countywide over the 20-year period.
4. That the County has been divided into Growth Management Areas to better coordinate on land use and traffic improvements.
5. That each Growth Management Area is allocated a portion of the "Measure "M" funds to be spent on regional traffic improvements.
6. That each jurisdiction who wishes to receive Measure "M" funds must adopt a traffic impact mitigation fee.
7. That in order for a Growth Management Area to remain eligible to receive Measure "M" funds a minimum traffic impact mitigation fee must be adopted to serve as a "base" minimum amount for each of the individual jurisdictions within the GMA.

That the Interjurisdictional Planning Forum No. 1 held a meeting and the following elected official members present voted for approval of the minimum base fee of \$207 per PM peak hour trip:

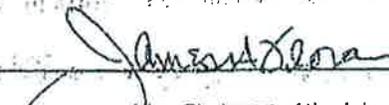
- Irv Pickler, Councilmember, City of Anaheim
- Art Brown, Mayor, City of Buena Park
- Karl Matthews, Representing Supervisor Gaddi Vasquez, County of Orange
- Molly McClanahan, Mayor, City of Fullerton
- Jim Flora, Councilmember, City of La Habra

The following elected official members present voted against approval of the minimum base fee of \$207 per PM, peak hour trip:

- Glenn Parker, Mayor Pro Tem, City of Brea
- Mark Schwing, Councilmember, City of Yorba Linda

**ADOPTED BY THE INTERJURISDICTIONAL PLANNING FORUM NO. 1 ON June 25, 1993**

**SIGNED AND APPROVED ON June 28, 1993**

  
 Jim Flora  
 Vice-Chairman of the Interjurisdictional



# Placentia City Council

## AGENDA REPORT

**TO:** City Administrator  
**FROM:** Director, Development Services  
**DATE:** May 25, 1993  
**SUBJECT:** MEASURE M - DEVELOPMENT MITIGATION/PHASING/  
PERFORMANCE MONITORING PROGRAMS  
**FINANCIAL IMPACT:** UNKNOWN  
**BY:** Christopher Becker

### INTRODUCTION:

The City of Placentia Growth Management Element, adopted by City Council on May 5, 1992, contains goals, policies and implementation measures to ensure that the required programs identified in the element are consistently applied to the City's development review process.

Three (3) implementation programs (conceptually approved in the element) must now be formally adopted. Specifically, they are: the Measure M Development Mitigation Program; the Comprehensive Phasing Program and the Performance Monitoring Program. The general background and purpose of each of the three (3) programs is discussed below, followed by the actual program required by Measure M.

Also attached are the required certification of the maintenance of effort and the updated 7-year Capital Improvement Program (CIP).

### DISCUSSION:

#### Development Mitigation:

##### Background/Purpose:

The first required program, The Development Mitigation Program, commits the City to assess how the additional traffic generated by a proposed development project will impact the levels of service within and outside the City's boundaries. Through studies, the City can identify circulation improvements required to accommodate the increased traffic and to maintain the City's level of service goals contained in the Growth Management Element.

A fundamental difference of the Measure M Development Mitigation Program, as compared to conventional development exaction and fee programs, is the requirement that new growth generated by proposed development pay not only its fair share of transportation improvement costs associated with that development within the City, but also contribute funding for regional traffic mitigation. Measure M specifically requires local jurisdictions to establish a transportation fee program to implement areawide transportation improvements or to specify through conditions of approval specific transportation improvements.

### ACTION:

- Approved  Denied  
 Receive & File  
 Continued to \_\_\_\_\_

Page 1 of 3

AGENDA ITEM NO. 82-e

COUNCIL MEETING DATE JUN 01 1993

New development that contributes measurable impacts (defined as a one percent (1%) increase in the sum of critical movements at an intersection) to intersections on the Deficient Intersections List and all projects that contribute cumulatively or individually ten percent (10%) or more of the traffic using an intersection will be assessed the impact fee.

The City of Placentia Transportation Impact Fee Program is based upon the increase in vehicle trips that a proposed development will generate. A "fair share" policy will be employed to equitably distribute costs for transportation improvements among future development projects that create the need for the improvements. The City of Placentia currently collects Thoroughfare Acreage Fees from development projects to offset the City's cost for constructing the existing and planned infrastructure (Citywide) including traffic signals and bridges and culverts. The Thoroughfare Acreage Fee should continue to be used for these purposes and not relied upon to supplement developer contributions for Measure M required improvements.

THOROUGHFARE  
REVENUE FEE  
\$ 6,251/acre

#### **Comprehensive Phasing Program:**

##### **Background/Purpose:**

The second required program, The Comprehensive Phasing Program, is much simpler than the first. This program's objective is to ensure that developments are planned, constructed and coordinated so that transportation improvements provided through transportation fee programs, applicable capital improvement projects and conditioned roadway improvements are in place in a timely manner to accommodate the increased burden on the street system from new development projects.

The City has successfully used its existing development review and approval process to impose conditions of approval on new development to ensure that infrastructure and transportation improvements are constructed to meet the increased demand of new growth. Projects often include conditions of approval or mitigation measures that tie specific timing to the completion of improvements. For example, the issuance of a building permit or a final inspection or release of a Certificate of Occupancy can be used as a trigger to require completion of improvements.

For larger projects, the conditions of approval are usually designed to phase the development and the installation of improvements over longer time frames, but again specific triggers and time periods are set forth. Under Measure M, reasonable lead time (three years from first building permit or five years from first grading permit) must be provided to design and construct improvements.

#### **Performance Monitoring Program:**

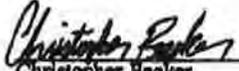
##### **Background/Purpose:**

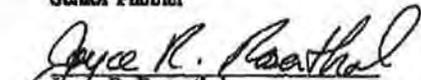
The final program, Performance Monitoring Program, requires the City to conduct an annual evaluation to determine how the existing and proposed circulation system is meeting the demand generated by existing and approved development. This evaluation provides a citywide investigation of the City's performance in meeting the circulation needs connected with the implementation of the General Plan Land Use and Circulation Elements. Additionally, the evaluation establishes a means for the City to identify detailed transportation needs so that they can be coordinated with the capital improvement program, transportation fee programs and Inter-Jurisdictional Planning Forum (GMA 1) projects.

**RECOMMENDATION:**

It is recommended that City Council adopt the attached Measure M programs, CIP program and the attached four (4) Resolutions.

**SUBMITTED BY:**

  
Christopher Becker  
Senior Planner

  
Joyce R. Rosenthal  
Director, Development Services

**REVIEWED AND APPROVED BY:**

  
Robert D'Amato  
City Administrator

JRR/mm  
cc:18.ned/fak #16  
cc:18.lcd/fak (Measure R)

Attachments: Measure M Programs  
Resolutions

**EXHIBIT 1  
DEVELOPMENT MITIGATION PROGRAM  
IMPLEMENTATION POLICIES**

1. All improvements immediately adjacent to a development or improvements which directly support a particular development (i.e. driveway entrance signalization) shall be borne 100% by the development.
2. All off-site improvements will be "Fair-Shared" based on the following criteria:
  - a. "Fair Share" will be developer's percentage of costs based on the percent of traffic generated by the project relative to the future projected traffic generation within the traffic impact study area from potential development within the City.
  - b. Existing traffic will not be considered in the calculations.
  - c. Traffic will be based on 2010 projected traffic volumes from future development. Where volumes are not available or inconsistencies exist, the traffic volumes will be approved by the City Traffic Engineer as determined by a traffic report prepared by the City at developer's expense.
  - d. Through traffic will not be included in the calculations. Through traffic will be discounted as a percentage of the future volume and may range from ten (10) percent on up, dependent upon a particular street as approved by the City Traffic Engineer. City shall include, in its traffic study, the amount of through traffic for the City Traffic Engineer's review and approval.
3. Impacts of less than one percent (1%) increase for deficient intersections and less than ten percent (10%) for all other intersections will not be considered for participation as a "Fair Share".
4. Developer may enter into a reimbursement agreement whenever it is required that improvements are to be "Fair Shared". Reimbursement agreements may include pay-back from future development that is also "Fair Shared" into the same improvements. Reimbursement agreements shall not include any requirements for the City to pay for future reimbursements should future development not occur.

Reimbursement agreements shall run for a period not to exceed fifteen (15) years. Renewals shall only be considered if a development providing reimbursement is imminent. In no case shall a renewal exceed five (5) years and it shall be limited to one (1) renewal.

5. Existing reimbursement agreements. Where developers have entered into reimbursement agreements with the City to provide necessary improvements benefiting future development, the future development shall contribute its "Fair Share" exclusive of the City's Thoroughfare Acreage Fee.

## MEASURE M IMPLEMENTATION PROGRAMS

### Development Mitigation Program:

The objective of this program is to review new development projects and impose conditions of approval, where necessary, to ensure that new development pays its share of the costs associated with that development upon existing and planned transportation facilities. This direction is consistent with Implementation Program F.1, contained in the adopted Growth Management Element. Historically, the City of Placentia has achieved this objective through its existing development review process. Projects are individually reviewed and conditions of approval are recommended to ensure compliance with the City General Plan, Placentia Municipal Code and adopted Master Plans. The CEQA process is also applied to each project, and where necessary, mitigation measures are included to reduce the impact to insignificant levels. The plan check and inspection process provides assurance that the required improvements are constructed.

These procedures often require developers to construct or fund substantial transportation improvements to compensate for the impacts the project will have on the existing transportation network. In addition, the City adopted a Thoroughfare Acreage Fee in 1976, which remains in place today. Its purpose is to fund improvements consisting of traffic signals, traffic signal interconnections and bridges and culverts on the City's arterial highways which benefit the residents of the City equally. This fee is applicable to all new development projects.

This process is consistent with the Development Mitigation Program required pursuant to Measure M. It is now proposed that this existing program be expanded and formalized to comply with Measure M. Development proposals will be reviewed with a more concentrated focus to ensure that new development pay its share of costs associated with impacts that the development could have on existing and planned transportation facilities, not only within the City, but also in some cases in neighboring jurisdictions. In addition to the establishment of a Transportation Impact Fee Program, the City will continue to actively participate in Inter-jurisdictional Planning Forums for Growth Management Area 1. The following policies are established to provide a more equitable distribution of costs:

1. All improvements immediately adjacent to a development or improvements which directly support a particular development (i.e. driveway entrance signalization) shall be borne 100% by the development.
2. All off-site improvements will be "Fair-Shared" based on the following criteria:
  - a. "Fair Share" will be developer's percentage of costs based on the percent of traffic generated by the project relative to the future projected traffic generation within the traffic impact study area from potential development within the City.
  - b. Existing traffic will not be considered in the calculations.
  - c. Traffic will be based on 2010 projected traffic volumes from future development. Where volumes are not available or inconsistencies exist, the traffic volumes will be approved by the City Traffic Engineer as determined by a traffic report prepared by the City at developer's expense.
  - d. Through traffic will not be included in the calculations. Through traffic will be discounted as a percentage of the future volume and may be ten (10) percent or more, dependent upon a particular street as approved by the City Traffic Engineer. City shall include, in its traffic study, the amount of through traffic for the City Traffic Engineer's review and approval.
3. Impacts of less than one percent (1%) increase for deficient intersections and less than ten percent (10%) for all other intersections will not be considered for participation as a "Fair Share".

4. Developer may enter into a reimbursement agreement whenever it is required that improvements are to be "Fair Shared". Reimbursement agreements may include pay-back from future development that is also "Fair Shared" into the same improvements. Reimbursement agreements shall not include any requirements for the City to pay for future reimbursements should future development not occur.

Reimbursement agreements shall run for a period not to exceed fifteen (15) years. Renewals shall be considered only if a development providing reimbursement is imminent. In no case shall a renewal exceed five (5) years and it shall be limited to one (1) renewal.

5. Existing reimbursement agreements. Where developers have entered into reimbursement agreements with the City to provide necessary improvements benefiting future development, the future development shall contribute its "Fair Share" exclusive of the City's Thoroughfare Acreage Fee.

#### **Comprehensive Phasing Program:**

This program is established in accordance with Implementation Program F.2, contained in the adopted Growth Management Element. It formalizes existing procedures and ensures that transportation infrastructure is added as development proceeds so that the provision of road improvements are in balance with demand. The program provides reasonable lead time to design and construct specific transportation improvements in relation to land use approvals. The following policies are established to implement this objective:

1. During the development and CEQA review process, the City shall examine development proposals in detail and identify the transportation improvements that need to be constructed as a result of the impacts of the proposed project. Conditions of approval shall be included, where applicable, to ensure that improvements are constructed in a logical manner to serve the demand.
2. Developers may construct their improvements in a phased manner, subject to the submittal of a phasing plan, prepared at the developer's expense for review by the City.
3. In reviewing development proposals or phasing plans, the City shall impose conditions which tie the completion of the required improvements to specific actions or triggers such as the issuance of a building permit, completion of a final inspection or release of a certificate of use and occupancy for a unit or phase of construction.

#### **Performance Monitoring Program:**

This program is established in accordance with Implementation Program F.3, contained in the adopted Growth Management Element. This program provides an annual assessment of compliance with development phasing, as specified in Goal 2 and Policy 2.2 of the Element. This program requires the City to review traffic levels of service on City arterials, contrast operating levels of service with the targets established in the Element and to program necessary improvements in conjunction with the annual development of the Capital Improvement Program.

The data and information that is collected through the implementation of this program will be shared with other jurisdictions to assist in the design and construction of areawide GMA improvements. The following policies are established to implement this program:

1. Developers of applicable projects, at their expense, shall submit Annual Monitoring Reports for City review to demonstrate compliance with the Growth Management Element.
2. Annual Monitoring Reports shall follow the format and include the data specified on the submittal requirements on-file in the Public Works Department.
3. Annually, or as required for compliance with Measure M, the City shall conduct traffic counts and/or studies, the scope of which shall be specified by the City Traffic Engineer, to review traffic levels of service on City arterials, contrast operating levels of service with the targets established in the Element and to program necessary improvements in conjunction with the annual development of the Capital Improvement Program.

(ec19.016 dtek and ce19.b)Measure M dtek)

RESOLUTION 93-R-126

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA ADOPTING A MEASURE M DEVELOPMENT MITIGATION PROGRAM IN COMPLIANCE WITH THE CITY OF PLACENTIA GROWTH MANAGEMENT ELEMENT AND THE COUNTYWIDE PROVISIONS OF MEASURE M'S COUNTYWIDE GROWTH MANAGEMENT PROGRAM**

WHEREAS, on November 6, 1990, Orange County voters approved Measure M - the Revised Traffic Improvement and Growth Management Ordinance -- which provides funding to Orange County for needed transportation improvements over a twenty year period through the imposition of a one-half cent retail transaction and use tax; and,

WHEREAS, portions of the monies received from the new sales tax revenue will be returned to Orange County jurisdictions for use of local and regional transportation improvements, subject to the jurisdiction's acquisition and retention of an eligible status for such Measure M revenues; and,

WHEREAS, in order to receive local street maintenance and improvement funds from the Orange County Local Transportation Authority, a jurisdiction must comply with Countywide Growth Management Program component requirements; and,

WHEREAS, the City of Placentia has established a policy framework for the required Growth Management Program through the adoption of a Growth Management Element to the City of Placentia General Plan; and,

WHEREAS, in conjunction with the Growth Management Element, the City of Placentia has established policy statements which identify traffic levels of service goals for its Measure M transportation system; and,

WHEREAS, in conjunction with the Growth Management Element, the City of Placentia has established policy statements which further commit to city participation in a development mitigation program which ensures that new growth is paying its share of the costs associated with that growth; and,

WHEREAS, the overall objectives of a development mitigation program as required by Measure M are historically consistent with the City of Placentia's requirements for development proposals and the City of Placentia's participation in transportation fee programs to ensure that new growth is paying its share of the costs associated with that growth; and,

WHEREAS, in compliance with the requirements of the Measure M program, the City of Placentia commits to continued implementation of its development mitigation program.

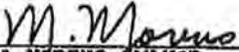
NOW, THEREFORE, the City Council of the City of Placentia does hereby resolve as follows:

Section 1. That the City of Placentia Development Mitigation Program ensures that new growth in the City of Placentia is paying its share of the costs associated with that growth through participation in transportation fee programs which provide for funding for necessary transportation improvements through developer fee participation. The policies established to provide a more equitable distribution of costs are attached as Exhibit 1 attached hereto and incorporated herein by reference.

*Resol. 93-R-126  
3/5/91-*

*ATTACHED*

PASSED AND ADOPTED THIS 1st DAY OF June, 1993.

  
\_\_\_\_\_  
MARIA MORENO, MAYOR

ATTEST:

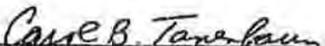
  
\_\_\_\_\_  
EDMUND M. PONCE, CITY CLERK

I, EDMUND M. PONCE, CITY CLERK of the City of Placentia do hereby certify that the foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Placentia held on the 1st day of June, 1993 by the following vote:

AYES: COUNCILMEMBERS: DOWNEY, MAERTZWEILER, TYNES, ECKENRODE, MORENO  
NOES: COUNCILMEMBERS: NONE  
ABSENT: COUNCILMEMBERS: NONE  
ABSTAIN: COUNCILMEMBERS: NONE

  
\_\_\_\_\_  
EDMUND M. PONCE, CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
CAROL B. TANENBAUM, CITY ATTORNEY

## **MAINTENANCE OF EFFORT DOCUMENTATION**

**The City of Placentia may use \$693,377 from the General Fund on Maintenance of Effort expenditures in the 2017-18 fiscal year. This amount meets the Maintenance of Effort benchmark requirement of \$655,255. The following forms provided to OCTA for Measure M eligibility are from the City's 2017-18 fiscal year budget and was approved by the City Council on June 20, 2017.**



# APPENDIX I

## Maintenance of Effort Reporting Form

**Jurisdiction:** City of Placentia

**Type of GENERAL FUND Transportation Expenditures:**

Please attach supporting budget documentation for each line item listed below.

<b>MAINTENANCE</b>	<b>Total Expenditure</b>
Repair & Maintenance of Streets - 103652-6132	\$ 35,000.00
Other Professional Services - 103652-6099	\$ 110,000.00
Salaries & Benefits - 103652-5000	\$ 351,517.00
<b>Subtotal Maintenance</b>	<b>\$ 496,517.00</b>

<b>CONSTRUCTION</b>	<b>Total Expenditure</b>
Engineering Services - 103550-6015	\$ 10,000.00
Department Contract Services - 103550-6290	\$ 40,000.00
<b>Subtotal Construction</b>	<b>\$ 50,000.00</b>

<b>ADMINISTRATIVE/OTHER</b>	<b>Total Expenditure</b>
Special Department Supplies - 103652-6301	\$ 40,000.00
Street Signs - 103652-6310	\$ 18,000.00
Traffic Engineer	\$ 88,860.00
<b>Subtotal Administration/Other</b>	<b>\$ 146,860.00</b>
<b>Total General Fund Transportation Expenditures</b>	<b>\$ 693,377.00</b>
<b>(Less Total MOE Exclusions*)</b>	<b>\$ -</b>
<b>MOE Expenditures</b>	<b>\$ 693,377.00</b>
<b>MOE Benchmark Requirement</b>	<b>\$ 655,255.00</b>
<b>(Shortfall) / Surplus</b>	<b>\$ (38,122.00)</b>

**Certification:**

I hereby certify that the City/County of Placentia has budgeted and will meet the Maintenance of Effort requirement for Fiscal Year FY 17-18.

  
Finance Director Signature

Shally Lin  
Finance Director (Print Name)

5/24/2017  
Date

\*Funding sources include Measure M, federal, state, redevelopment, and bond financing.



**Annual Budget  
Fiscal Year 2017-18**

**PUBLIC WORKS  
ADMINISTRATION  
103550**

	Actual 2015-16	Amended Budget 2016-17	Year to Date 2016-17	Estimate 2016-17	Requested 2017-18
<b>SALARIES AND BENEFITS</b>					
5001 Full-time Salaries	71,486	150,604	88,299	138,985	206,173
5005 Part-time Salaries	14,758	20,000	6,611	10,900	20,000
5015 Overtime	-	-	-	-	-
5020 Leave Accrual Payout	-	-	1,031	1,030	-
5105 Health Allocation	7,074	24,050	11,165	15,200	37,263
5110 Life Allocation	-	350	-	-	-
5115 Dental Allocation	477	1,450	720	960	1,911
5120 Optical Allocation	51	470	77	105	359
5125 Long-term Disability Insurance	-	800	-	-	-
5135 Medicare	1,287	2,185	1,430	2,230	2,072
5141 Employers' PARS/ARS	538	-	236	2,500	650
5145 Retirement Annuity	29,000	35,475	6,604	10,200	13,470
5159 Employee Medical Opt Out	-	-	-	-	-
5170 Sick Leave Buy Back	-	-	-	-	-
5175 Vacation Leave Buy Back	2,959	2,500	2,950	3,100	3,100
<b>TOTAL SALARIES AND BENEFITS</b>	<b>127,630</b>	<b>237,884</b>	<b>119,123</b>	<b>185,210</b>	<b>284,997</b>
<b>MATERIAL, SUPPLIES &amp; SERVICES</b>					
6015 Engineering Services	216,173	173,500	76,391	174,500	63,500
6017 Special Studies	-	82,410	-	82,410	-
6230 Printing and Binding	23	50	49	50	50
6245 Meeting and Conferences	410	2,000	1,854	1,000	2,100
6255 Dues and Memberships	770	1,886	280	650	2,540
6290 Department Contract Services	37,639	37,000	27,540	38,500	88,500
6315 Office Supplies	341	500	215	560	350
6320 Books and Periodicals	-	350	-	250	300
6325 Postage	311	150	56	100	150
6365 Computer Software	-	-	-	-	-
<b>TOTAL MATERIALS, SUPPLIES &amp; SERVICES</b>	<b>255,667</b>	<b>297,846</b>	<b>106,385</b>	<b>298,020</b>	<b>157,490</b>
<b>GRAND TOTAL</b>	<b>383,297</b>	<b>535,730</b>	<b>225,508</b>	<b>483,230</b>	<b>442,487</b>

**CITY OF PLACENTIA**  
**PUBLIC WORKS - ADMINISTRATION (103550)**  
**BUDGET DISCUSSION**  
**FY17-18**

**SALARIES & BENEFITS**

<b>Salaries &amp; Benefits (5001-5199)</b>	<b>Amount Budgeted:</b>	
<b>Full Time</b>	<b>FTE</b>	
Public Works Director	1.00	
City Engineer	1.00	
Traffic Engineer	1.00	
	<hr style="width: 100px; margin-left: auto; margin-right: 0;"/>	
	3.00	
<b>Part Time</b>		20,000
PT Engineering Aide	1.00	

**MATERIAL, SUPPLIES & SERVICES**

<b>Engineering Services (6015)</b>	<b>Amount Budgeted:</b>	63,500
Traffic Engineer-\$10,000	10,000	
	0	
NPDES	42,000	
Oncall Engineering Studies	11,500	
Traffic Counts	0	
<b>Printing and Binding (6230)</b>	<b>Amount Budgeted:</b>	50
Cover costs of copying, printing, binding, drawings, specifications, maps reports, printing CIP	50	
<b>Meeting and Conferences (6245)</b>	<b>Amount Budgeted:</b>	2,100
OCTA, Caltrans, Public Works Superintendent, APWA	2,100	
OC City Engineer Association		
<b>Dues and Memberships (6255)</b>	<b>Amount Budgeted:</b>	2,540
MMASC - 4@\$75 = \$300	300	
APWA - 4@\$185 = \$740	740	
ICMA	1,000	
Principal Engineer License	300	
ASCE - 1@200 = \$200	200	

**CITY OF PLACENTIA**  
**PUBLIC WORKS - ADMINISTRATION (103550)**  
**BUDGET DISCUSSION**  
**FY17-18**

<b>Department Contract Services (6290)</b>	<b>Amount Budgeted:</b>		<b>88,500</b>
Contract Public Works Inspector		40,000	
Contract Services for Organics Program		48,500	

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<b>Office Supplies (6315)</b>	<b>Amount Budgeted:</b>		<b>350</b>
Office Supplies		350	

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<b>Books and Periodicals (6320)</b>	<b>Amount Budgeted:</b>		<b>300</b>
Cal-OSHA		125	
Green Book		125	
ADA Manuals		50	

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<b>Postage (6325)</b>	<b>Amount Budgeted:</b>		<b>150</b>
Mailing expenses, overnight expenses to State and County Agencies		150	

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**Annual Budget  
Fiscal Year 2017-18**



**MAINTENANCE SERVICES  
STREET MAINTENANCE  
103652**

	Actual 2015-16	Amended Budget 2016-17	Year to Date 2016-17	Estimate 2016-17	Requested 2017-18
<b>SALARIES AND BENEFITS</b>					
5001 Full-time Salaries	241,080	190,050	142,834	194,500	194,661
5005 Part-time Salaries	-	-	-	-	-
5015 Overtime	12,703	11,000	11,568	14,000	13,000
5020 Leave Accrual Payout	1,029	-	1,498	1,500	-
5022 Alternative H&W Payout	6,250	-	6,500	6,500	-
5105 Health Allocation	70,335	66,440	51,740	68,990	63,313
5110 Life Allocation	463	430	345	430	430
5115 Dental Allocation	4,119	4,160	2,695	3,560	3,272
5120 Optical Allocation	986	910	673	890	801
5125 Long-term Disability Insurance	850	765	637	765	-
5135 Medicare	3,933	2,760	2,523	3,390	2,667
5141 Employer PARS/ARS	-	-	-	500	-
5145 Retirement Annuity	39,531	45,840	32,110	43,650	61,374
5163 Life Insurance Premium	-	-	-	-	-
5170 Sick Leave Buyback	3,148	3,200	3,100	3,100	3,100
5175 Leave Buyback	7,419	7,450	8,876	8,900	8,900
<b>TOTAL SALARIES AND BENEFITS</b>	<b>391,846</b>	<b>333,005</b>	<b>265,099</b>	<b>350,675</b>	<b>351,517</b>
<b>MATERIAL, SUPPLIES &amp; SERVICES</b>					
6099 Other Professional Services	153,721	130,000	67,109	90,000	110,000
6110 Street Cleaning Services	-	-	-	-	-
6115 Landscaping	-	-	-	-	430,000
6116 Tree Maintenance	92,181	90,000	68,793	90,000	134,000
6130 Repair & Maintenance/Facilities	229	327	-	-	-
6132 Repair & Maintenance/Streets	38,869	45,000	36,942	70,000	35,000
6170 Equipment & Tool Rental	490	800	729	800	750
6285 Hazardous Materials Disposal	-	-	-	-	-
6290 Department Contract Services	222,819	175,000	119,644	165,500	90,000
6301 Special Department Supplies	39,443	47,473	25,990	40,000	40,000
6305 Traffic Control Devices	3,267	3,500	80	1,000	3,000
6310 Street Signs	17,135	18,000	11,018	18,000	18,000
<b>TOTAL MATERIALS, SUPPLIES &amp; SERVICES</b>	<b>568,154</b>	<b>510,100</b>	<b>330,305</b>	<b>475,300</b>	<b>860,750</b>
<b>CAPITAL OUTLAY</b>					
<b>TOTAL CAPITAL OUTLAY</b>	-	-	-	-	-
<b>GRAND TOTAL</b>	<b>960,000</b>	<b>843,105</b>	<b>595,404</b>	<b>825,975</b>	<b>1,212,267</b>

**CITY OF PLACENTIA**  
**PUBLIC WORKS - STREET MAINTENANCE (103652)**  
**BUDGET DISCUSSION**  
**FY 17-18**

<b>TOTAL BUDGET</b>	<b>\$ 1,212,267</b>	
<b>SALARIES &amp; BENEFITS</b>		
<b>Salaries &amp; Benefits (5001-5199)</b>	<b>Amount Budgeted:</b>	<b>351,517</b>
	FTE	
<b>Full Time</b>		
Public Works Director	0.10	
Maintenance Worker	3.25	
Maintenance Crewleader	0.75	
	4.10	
<b>Part Time</b>		
Maintenance Aides	4	
<b>MATERIAL, SUPPLIES &amp; SERVICES</b>		
<b>Other Professional Services (6099)</b>	<b>Amount Budgeted:</b>	<b>110,000</b>
Traffic signal maintenance	55,000	
Traffic Signal emergency Repairs	0	
BNSF Railway Quiet Zone Cost Share	0	
<b>Street Cleaning Services (6110)</b>	<b>Amount Budgeted:</b>	<b>0</b>
<b>Landscaping (6115)</b>	<b>Amount Budgeted:</b>	<b>430,000</b>
Contractual services for city wide landscaping	430,000	
<b>Tree Maintenance (6116)</b>	<b>Amount Budgeted:</b>	<b>134,000</b>
Tree Trimming Services	90,000	
Trimming and maintenance of park trees	29,000	
Arterial Vine Trimming	15,000	
<b>Repair &amp; Maintenance/Streets (6132)</b>	<b>Amount Budgeted:</b>	<b>35,000</b>
Traffic striping \$35,000, miscellaneous concrete work	0	
<b>Equipment &amp; Tool Rental (6170)</b>	<b>Amount Budgeted:</b>	<b>750</b>
Tool rentals, grinders, concrete cutter, etc.	750	
<b>Hazardous Materials Disposal (6285)</b>	<b>Amount Budgeted:</b>	<b>0</b>
Removal of oil, pain lubricants, and other hazardous materials from Corporation Yard	0	
<b>Department Contract Services (6290)</b>	<b>Amount Budgeted:</b>	<b>90,000</b>
Street Sweeping (50%)	90,000	
<b>Special Department Supplies (6301)</b>	<b>Amount Budgeted:</b>	<b>40,000</b>
Traffic paint, asphalt, concrete traffic safety devices, sand, gravel, chemicals, graffiti removal equipment, and other supplies	40,000	
<b>Traffic Control Devices (6305)</b>	<b>Amount Budgeted:</b>	<b>3,000</b>

ADD ADDITIONAL WORDING<sup>1</sup>

**CITY OF PLACENTIA**  
**PUBLIC WORKS - STREET MAINTENANCE (103652)**  
**BUDGET DISCUSSION**

**FY 17-18**

Cones, traffic barricades, caution tape, roadflares, signs, and safety warning devices for school zones	3,000
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<b>Street Signs (6310)</b>	<b>Amount Budgeted:</b>	<b>18,000</b>
Signs, sign posts, sign material, sign brackets, bolts, nuts, and washers	18,000	

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**Measure M**

**Seven Year Capital Improvement Program (Sorted by Project Name)  
Fiscal Years 2017/2018 through 2023/2024**

Agency: Placentia

Project Name: Bastanchury/Valencia Traffic Signal Improvement Project

Project Limits: Bastanchury Road at Valencia Road

Project Number: PW 2017-15

Type of Work (TOW): Traffic Signals

TOW Description: Install new traffic signal and equipment

Project Description: Install advance warning signal on westbound Bastanchury Road to improve traffic safety.

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
M2 Fairshare	100.00	\$20,000	\$20,000	
		<b>\$20,000</b>	<b>\$20,000</b>	

Project Phase	17/18	18/19	19/20	20/21	21/22	22/23	23/24	Estimated Cost	Projected Cost
E	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000	\$5,000
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$15,000	\$0	\$0	\$0	\$0	\$0	\$0	\$15,000	\$15,000
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	<b>\$20,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$20,000</b>	<b>\$ 20,000</b>

Agency: Placentia

Project Name: Catch Basin Screen Project Phase IV

Project Limits: Citywide

Project Number: N/A

Type of Work (TOW): Environmental Cleanup

TOW Description: Automatic Retractable Screen and other debris screens or inserts

Project Description: Installation of catch basin screens and full capture trash systems

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
General Fund	0.83	\$2,000	\$2,000	
Other	15.83	\$38,000	\$38,000	
M2 ECP Tier II	83.33	\$200,000	\$200,000	
		<b>\$240,000</b>	<b>\$240,000</b>	

Project Phase	17/18	18/19	19/20	20/21	21/22	22/23	23/24	Estimated Cost	Projected Cost
E	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$240,000	\$0	\$0	\$0	\$0	\$0	\$0	\$240,000	\$240,000
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	<b>\$240,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$240,000</b>	<b>\$ 240,000</b>

**Measure M**

Seven Year Capital Improvement Program (Sorted by Project Name)  
Fiscal Years 2017/2018 through 2023/2024

Agency: Placentia

Project Name: Citywide Street Resurfacing and Slurry Seal Project  
Cvcle 1.

Project Limits: Citywide

Project Number:

Type of Work (TOW): Road Maintenance

TOW Description: Rehabilitation of roadway

Project Description: Citywide Street resurfacing and slurry seal  
improvements for Cycle 1.

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
Unfunded	100.00	\$3,250,000	\$3,250,000	
		<b>\$3,250,000</b>	<b>\$3,250,000</b>	

Project Phase	17/18	18/19	19/20	20/21	21/22	22/23	23/24	Estimated Cost	Projected Cost
E	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$50,000
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$3,200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$3,200,000	\$3,200,000
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	<b>\$3,250,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$3,250,000</b>	<b>\$ 3,250,000</b>

Agency: Placentia

Project Name: Citywide Street Resurfacing and Slurry Seal Project  
Cvcle 2

Project Limits: Citywide

Project Number:

Type of Work (TOW): Road Maintenance

TOW Description: Rehabilitation of roadway

Project Description: Citywide street overlays and slurry seal  
improvements Cycle 2.

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
Unfunded	100.00	\$3,350,000	\$3,420,400	
		<b>\$3,350,000</b>	<b>\$3,420,400</b>	

Project Phase	17/18	18/19	19/20	20/21	21/22	22/23	23/24	Estimated Cost	Projected Cost
E	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0	\$150,000	\$150,000
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$0	\$3,200,000	\$0	\$0	\$0	\$0	\$0	\$3,200,000	\$3,270,400
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	<b>\$0</b>	<b>\$3,350,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$3,350,000</b>	<b>\$ 3,420,400</b>

**Measure M**

**Seven Year Capital Improvement Program (Sorted by Project Name)  
Fiscal Years 2017/2018 through 2023/2024**

Agency: Placentia  
 Project Name: Citywide Street Resurfacing and Slurry Seal Project  
 Cycle 3  
 Project Limits: Citywide

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
Unfunded	100.00	\$3,500,000	\$3,642,349	
		<b>\$3,500,000</b>	<b>\$3,642,349</b>	

Project Number:

Type of Work (TOW): Road Maintenance

TOW Description: Rehabilitation of roadway

Project Description: Citywide pavement resurfacing and slurry seal improvements Cycle 3

Project Phase	17/18	18/19	19/20	20/21	21/22	22/23	23/24	Estimated Cost	Projected Cost
E	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$300,000	\$300,000
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$0	\$0	\$3,200,000	\$0	\$0	\$0	\$0	\$3,200,000	\$3,342,349
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	<b>\$0</b>	<b>\$0</b>	<b>\$3,500,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$3,500,000</b>	<b>\$ 3,642,349</b>

Agency: Placentia  
 Project Name: Citywide Street Resurfacing and Slurry Seal Project  
 Cycle 4  
 Project Limits: Citywide

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
Unfunded	100.00	\$3,500,000	\$3,715,880	
		<b>\$3,500,000</b>	<b>\$3,715,880</b>	

Project Number:

Type of Work (TOW): Road Maintenance

TOW Description: Rehabilitation of roadway

Project Description: Citywide pavement resurfacing and slurry seal improvements Cycle 4.

Project Phase	17/18	18/19	19/20	20/21	21/22	22/23	23/24	Estimated Cost	Projected Cost
E	\$0	\$0	\$0	\$300,000	\$0	\$0	\$0	\$300,000	\$300,000
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$0	\$0	\$0	\$3,200,000	\$0	\$0	\$0	\$3,200,000	\$3,415,880
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$3,500,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$3,500,000</b>	<b>\$ 3,715,880</b>

**Measure M**

Seven Year Capital Improvement Program (Sorted by Project Name)  
Fiscal Years 2017/2018 through 2023/2024

Agency: Placentia

Project Name: Citywide Street Resurfacing and Slurry Seal Project  
Cvcle 5

Project Limits: Citywide

Project Number:

Type of Work (TOW): Road Maintenance

TOW Description: Rehabilitation of roadway

Project Description: Citywide pavement rehabilitation and slurry seal  
Improvements Cycle 5.

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
Unfunded	100.00	\$3,500,000	\$3,791,030	
		<b>\$3,500,000</b>	<b>\$3,791,030</b>	

Project Phase	17/18	18/19	19/20	20/21	21/22	22/23	23/24	Estimated Cost	Projected Cost
E	\$0	\$0	\$0	\$0	\$300,000	\$0	\$0	\$300,000	\$300,000
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$0	\$0	\$0	\$0	\$3,200,000	\$0	\$0	\$3,200,000	\$3,491,030
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$3,500,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$3,500,000</b>	<b>\$ 3,791,030</b>

Agency: Placentia

Project Name: Citywide Street Resurfacing and Slurry Seal Project  
Cvcle 6

Project Limits: Citywide

Project Number:

Type of Work (TOW): Road Maintenance

TOW Description: Rehabilitation of roadway

Project Description: Citywide pavement rehabilitation and slurry seal  
improvements Cycle 6.

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
Unfunded	100.00	\$3,500,000	\$3,867,833	
		<b>\$3,500,000</b>	<b>\$3,867,833</b>	

Project Phase	17/18	18/19	19/20	20/21	21/22	22/23	23/24	Estimated Cost	Projected Cost
E	\$0	\$0	\$0	\$0	\$0	\$300,000	\$0	\$300,000	\$300,000
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$0	\$0	\$0	\$0	\$0	\$3,200,000	\$0	\$3,200,000	\$3,567,833
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$3,500,000</b>	<b>\$0</b>	<b>\$3,500,000</b>	<b>\$ 3,867,833</b>

**Measure M**

**Seven Year Capital Improvement Program (Sorted by Project Name)  
Fiscal Years 2017/2018 through 2023/2024**

Agency: Placentia

Project Name: Citywide Street Resurfacing and Slurry Seal Project  
Cvcl 7

Project Limits: Citywide

Project Number:

Type of Work (TOW): Road Maintenance

TOW Description: Rehabilitation of roadway

Project Description: Citywide pavement rehabilitation and slurry seal improvements Cycle 7.

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
Unfunded	100.00	\$3,500,000	\$3,946,325	
Unfunded	0.00	\$0	\$0	
		<b>\$3,500,000</b>	<b>\$3,946,325</b>	

Project Phase	17/18	18/19	19/20	20/21	21/22	22/23	23/24	Estimated Cost	Projected Cost
E	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000	\$300,000	\$300,000
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$0	\$0	\$0	\$0	\$0	\$0	\$3,200,000	\$3,200,000	\$3,646,325
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$3,500,000</b>	<b>\$3,500,000</b>	<b>\$ 3,946,325</b>

Agency: Placentia

Project Name: Citywide Traffic Signal Repairs

Project Limits: Citywide

Project Number: 2017-12

Type of Work (TOW): Traffic Signals

TOW Description: Replace and upgrade traffic signals and equipment

Project Description: Repair and replacement of various traffic signal equipment, cabinets and controllers at various intersections Citywide.

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
M2 Fairshare	100.00	\$175,000	\$175,000	
		<b>\$175,000</b>	<b>\$175,000</b>	

Project Phase	17/18	18/19	19/20	20/21	21/22	22/23	23/24	Estimated Cost	Projected Cost
E	\$15,000	\$0	\$0	\$0	\$0	\$0	\$0	\$15,000	\$15,000
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$160,000	\$0	\$0	\$0	\$0	\$0	\$0	\$180,000	\$180,000
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	<b>\$175,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$175,000</b>	<b>\$ 175,000</b>

**Measure M**

**Seven Year Capital Improvement Program (Sorted by Project Name)  
Fiscal Years 2017/2018 through 2023/2024**

Agency: Placentia  
 Project Name: Golden Avenue Bridge Design and Rehabilitation  
 Project Limits: Golden Avenue bridge structure over the Carbon Canyon Channel  
 Project Number: N/A  
 Type of Work (TOW): Safety  
 TOW Description: Seismic retrofit of bridge

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
Developer	4.05	\$125,000	\$129,498	
M2 Fairshare	7.42	\$229,108	\$237,352	
Other	88.53	\$2,733,142	\$2,831,488	HBRRP Federal Bridge Funding
		<b>\$3,087,250</b>	<b>\$3,198,338</b>	

Project Description: The project involves design engineering and permitting for the demolition and replacement of the Golden Avenue bridge over the Carbon Canyon Channel. The project will replace a bridge that is 80 ft. wide with a span of some 75 ft.

Project Phase	17/18	18/19	19/20	20/21	21/22	22/23	23/24	Estimated Cost	Projected Cost
E	\$295,000	\$295,000	\$0	\$0	\$0	\$0	\$0	\$590,000	\$590,000
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$0	\$0	\$2,497,250	\$0	\$0	\$0	\$0	\$2,497,250	\$2,608,338
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	<b>\$295,000</b>	<b>\$295,000</b>	<b>\$2,497,250</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$3,087,250</b>	<b>\$ 3,198,338</b>

Agency: Placentia  
 Project Name: Kraemer Boulevard Street Resurfacing Project  
 Project Limits: Kraemer Boulevard between Golden Avenue and Brea City Limits  
 Project Number:  
 Type of Work (TOW): Road Maintenance  
 TOW Description: Rehabilitation of roadway  
 Project Description: Grind and overlay existing pavement surface.

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
M2 Fairshare	100.00	\$90,000	\$90,000	This is the City's cost share with the City of Brea. Brea is the lead agency on this project.
		<b>\$90,000</b>	<b>\$90,000</b>	

Project Phase	17/18	18/19	19/20	20/21	21/22	22/23	23/24	Estimated Cost	Projected Cost
E	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$90,000	\$0	\$0	\$0	\$0	\$0	\$0	\$90,000	\$90,000
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	<b>\$90,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$90,000</b>	<b>\$ 90,000</b>

**Measure M**

**Seven Year Capital Improvement Program (Sorted by Project Name)  
Fiscal Years 2017/2018 through 2023/2024**

Agency: Placentia

Project Name: Kraemer/Alta Vista Traffic Signal Improvement

Project Limits: Kraemer Boulevard at Alta Vista Street

Project Number: 2017-14

Type of Work (TOW): Traffic Signals

TOW Description: Install new traffic signal and equipment

Project Description: Install protected left-turn signal phasing to reduce traffic congestion and enhance pedestrian safety.

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
M2 Fairshare	100.00	\$45,000	\$45,000	
		\$45,000	\$46,000	

Project Phase	17/18	18/19	19/20	20/21	21/22	22/23	23/24	Estimated Cost	Projected Cost
E	\$10,000	\$0	\$0	\$0	\$0	\$0	\$0	\$10,000	\$10,000
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$35,000	\$0	\$0	\$0	\$0	\$0	\$0	\$35,000	\$35,000
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$45,000	\$0	\$0	\$0	\$0	\$0	\$0	\$45,000	\$46,000

Agency: Placentia

Project Name: Metrolink Station Parking Structure

Project Limits: Santa Fe and Main Streets

Project Number: N/A

Type of Work (TOW): New Facility

TOW Description: New rail station

Project Description: Construct 255 space parking structure for planned Metrolink Station.

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
Gas Tax	2.35	\$122,183	\$124,458	Gas Tax
General Fund	33.30	\$1,731,730	\$1,783,967	General Fund Balance
M2 Fairshare	16.24	\$844,699	\$860,424	OCTA Cooperative Agreement
Other	24.05	\$1,250,694	\$1,273,976	Utility User Tax Fund Balance
Other	9.25	\$481,036	\$489,991	CNG Fund Balance
Other	14.80	\$769,658	\$783,985	Sewer Fund Loan
		\$5,200,000	\$5,296,800	

Project Phase	17/18	18/19	19/20	20/21	21/22	22/23	23/24	Estimated Cost	Projected Cost
E	\$800,000	\$0	\$0	\$0	\$0	\$0	\$0	\$800,000	\$800,000
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$0	\$4,400,000	\$0	\$0	\$0	\$0	\$0	\$4,400,000	\$4,496,800
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$800,000	\$4,400,000	\$0	\$0	\$0	\$0	\$0	\$5,200,000	\$5,296,800



**Measure M**

**Seven Year Capital Improvement Program (Sorted by Project Name)  
Fiscal Years 2017/2018 through 2023/2024**

**Agency:** Placentia

**Project Name:** Placentia Avenue Rehabilitation - Chapman Ave. to 150' s/o Rubv Drive

**Project Limits:** Placentia Avenue from Chapman Avenue to 150' south of Rubv Drive

**Project Number:** N/A

**Type of Work (TOW):** Road Maintenance

**TOW Description:** Rehabilitation of roadway

**Project Description:** The project works includes pavement rehabilitation, grinding and rubberized asphalt overlay.

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
M2 Fairshare	38.49	\$628,659	\$628,659	Measure M Fairshare - Placentia
Other	30.71	\$500,000	\$500,000	Arterial Pavement Management Program
Other	30.81	\$501,659	\$501,659	City of Fullerton Cost Share
		<b>\$1,628,318</b>	<b>\$1,628,318</b>	

Project Phase	17/18	18/19	19/20	20/21	21/22	22/23	23/24	Estimated Cost	Projected Cost
E	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$1,628,318	\$0	\$0	\$0	\$0	\$0	\$0	\$1,628,318	\$1,628,318
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	<b>\$1,628,318</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,628,318</b>	<b>\$ 1,628,318</b>

**Agency:** Placentia

**Project Name:** Placentia Avenue Traffic Signalization Coordination Project

**Project Limits:** The City of Placentia has nine signals on Placentia Avenue.

**Project Number:** 12-FULL-TSP-3611

**Type of Work (TOW):** Traffic Signals

**TOW Description:** Interconnect traffic signals to improve coordination and communication

**Project Description:** The regional project will include nineteen traffic signals. The project will enhance countywide traffic flow and coordinate traffic signals across jurisdictional boundaries. This is a carry-over project.

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
AB2768	100.00	\$40,000	\$40,000	City match - may include TSSP (software issues)
		<b>\$40,000</b>	<b>\$40,000</b>	

Project Phase	17/18	18/19	19/20	20/21	21/22	22/23	23/24	Estimated Cost	Projected Cost
E	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$40,000	\$0	\$0	\$0	\$0	\$0	\$0	\$40,000	\$40,000
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	<b>\$40,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$40,000</b>	<b>\$ 40,000</b>

**Measure M**

**Seven Year Capital Improvement Program (Sorted by Project Name)  
Fiscal Years 2017/2018 through 2023/2024**

Agency: Placentia

Project Name: Placentia/Chapman Intersection Improvement Project

Project Limits: Placentia Avenue/Chapman Avenue Intersection

Project Number: N/A

Type of Work (TOW): Road Maintenance

TOW Description: Rehabilitation of roadway

Project Description: Repave the Chapman/Placentia Avenue Intersection -  
Joint project with City of Fullerton

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
M2 Fairshare	100.00	\$40,000	\$40,000	
		<b>\$40,000</b>	<b>\$40,000</b>	

Project Phase	17/18	18/19	19/20	20/21	21/22	22/23	23/24	Estimated Cost	Projected Cost
E	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$40,000	\$0	\$0	\$0	\$0	\$0	\$0	\$40,000	\$40,000
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	<b>\$40,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$40,000</b>	<b>\$ 40,000</b>

Agency: Placentia

Project Name: Project V Community Shuttle Planning Study

Project Limits: Citywide

Project Number: PW 2017-01/16-PLAC-CBT-3838

Type of Work (TOW): Transportation Planning

TOW Description: Studies

Project Description: Feasibility study for a citywide community shuttle  
service to be based in the City's planned Metrolink  
Station.

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
Gas Tax	10.00	\$5,000	\$5,000	City matching fund requirement
M2 Transit - V	90.00	\$45,000	\$45,000	Project V Grant Award
		<b>\$50,000</b>	<b>\$50,000</b>	

Project Phase	17/18	18/19	19/20	20/21	21/22	22/23	23/24	Estimated Cost	Projected Cost
E	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$50,000
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	<b>\$50,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$50,000</b>	<b>\$ 50,000</b>

**Measure M**

**Seven Year Capital Improvement Program (Sorted by Project Name)  
Fiscal Years 2017/2018 through 2023/2024**

Agency: Placentia  
 Project Name: Residential Slurry Seal Project  
 Project Limits: Citywide  
 Project Number: PW 2017-05

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
General Fund	0.00	\$0	\$0	
M2 Fairshare	100.00	\$581,250	\$581,250	
		<b>\$581,250</b>	<b>\$581,250</b>	

Type of Work (TOW): Road Maintenance

TOW Description: Slurry seal of roadway

Project Description: Citywide residential slurry seal project.

Project Phase	17/18	18/19	19/20	20/21	21/22	22/23	23/24	Estimated Cost	Projected Cost
E	\$58,125	\$0	\$0	\$0	\$0	\$0	\$0	\$58,125	\$58,125
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$523,125	\$0	\$0	\$0	\$0	\$0	\$0	\$523,125	\$523,125
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	<b>\$581,250</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$581,250</b>	<b>\$ 581,250</b>

Agency: Placentia  
 Project Name: Santa Fe Avenue Streetscape Improvements Phase 1  
 Project Limits: Main Street to Bradford Avenue  
 Project Number: 61035

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
Unfunded	100.00	\$2,800,000	\$2,911,210	Possible Measure M Funding
		<b>\$2,800,000</b>	<b>\$2,911,210</b>	

Type of Work (TOW): Pedestrian

TOW Description: Installation of pedestrian amenities including water fountains or lighting

Project Description: Street reconstruction, curb, sidewalks and pedestrian friendly features. Cost shown in FY16/17 includes \$400k previously reported for FY14/15.

Project Phase	17/18	18/19	19/20	20/21	21/22	22/23	23/24	Estimated Cost	Projected Cost
E	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$300,000	\$300,000
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$0	\$0	\$2,500,000	\$0	\$0	\$0	\$0	\$2,500,000	\$2,611,210
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	<b>\$0</b>	<b>\$300,000</b>	<b>\$2,500,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,800,000</b>	<b>\$ 2,911,210</b>

The People are the City

**Mayor**

CRAIG S. GREEN

**Mayor Pro Tem**

CHAD P. WANKE

**Councilmembers:**

RHONDA SHADER

WARD L. SMITH

JEREMY B. YAMAGUCHI



**City Clerk:**

PATRICK J. MELIA

**City Treasurer**

KEVIN A. LARSON

**City Administrator**

DAMIEN R. ARRULA

401 East Chapman Avenue – Placentia, California 92870

June 30, 2017

Orange County Transportation Authority  
ATTN: Anup Kulkarni  
Regional Modeling and Traffic Operations  
Planning Division  
P.O. Box 14184  
Orange, CA 92863-1584

**Subject: Local Signal Synchronization Plan Submittal as Part of the Measure M2 Eligibility Process**

Dear Mr. Kulkarni:

The City of Placentia is pleased to submit its Local Signal Synchronization Plan as part of the Measure M2 eligibility process. The submittal includes the following components:

1. A completed "Local Signal Synchronization Plan Consistency Review Checklist" form establishing consistency between the Local Signal Synchronization Plan and the Regional Traffic Signal Synchronization Master Plan.
2. An updated Local Signal Synchronization Plan for Fiscal Years 2017/2018 to 2019/20 including and all required elements as identified in the "Guidelines for the Preparation of Local Signal Synchronization Plans".

The City looks forward to continuing the implementation of the beneficial programs and construction projects required and made possible by Measure M2.

If you have any questions, please call me at 714-993-8120

Sincerely,

Luis Estevez,  
Director of Public Works

**Enclosures**

- A. Local Signal Synchronization Plan Consistency Review Checklist
- B. Local Signal Synchronization Plan

## LOCAL SIGNAL SYNCHRONIZATION PLAN CONSISTENCY REVIEW CHECKLIST

The Local Agency Name: City of Placentia Plan Date: June 30, 2017

Local agencies must submit a copy of the Local Signal Synchronization Plan, a completed consistency review checklist, and any supporting documentation. Complete the table below.

Complete the table below:

Local Agency Statement	Page(s) in LSSP	Provided or N/A
1) Signal synchronization goals of the agency are consistent with those outlined as part of the Regional Traffic Signal Synchronization Master Plan. Include information on how the traffic signal synchronization street routes and traffic signals may be coordinated with traffic signals on the street routes in adjoining jurisdictions.	<b>Pages: 1-2</b>	<b>Provided</b>
2) Traffic signal synchronization street routes are identified, including all corridors along the regional signal synchronization network located within the local agency.	<b>Pages: 3-4</b>	<b>Provided</b>
3) Traffic signal inventory for all traffic signal synchronization street routes.	<b>Pages: 5-7</b>	<b>Provided</b>
4) Three-year plan separately showing costs, available funding, and phasing for capital, operations, and maintenance of signal synchronization along the traffic signal synchronization street routes and traffic signals. Include a separate planning level estimate of complete system implementation cost.	<b>Pages: 8-11</b>	<b>Provided</b>
5) Signal synchronization review, revision, and assessment of synchronization activities along the traffic signal synchronization street routes and traffic signals.	<b>Pages: 12-15</b>	<b>Provided</b>

I certify that the above statements are true to the best of my knowledge.

\_\_\_\_\_  
Signature June 30, 2017  
Date

Luis Estevez, Director of Public Works, City of Placentia  
Printed Name, Title, & Local Agency

**CITY OF PLACENTIA  
LOCAL SIGNAL  
SYNCHRONIZATION PLAN**



**UPDATED JUNE 30, 2017**



**SECTION ONE**  
**TRAFFIC SIGNAL SYNCHRONIZATION GOALS, POLICIES AND**  
**OBJECTIVES**

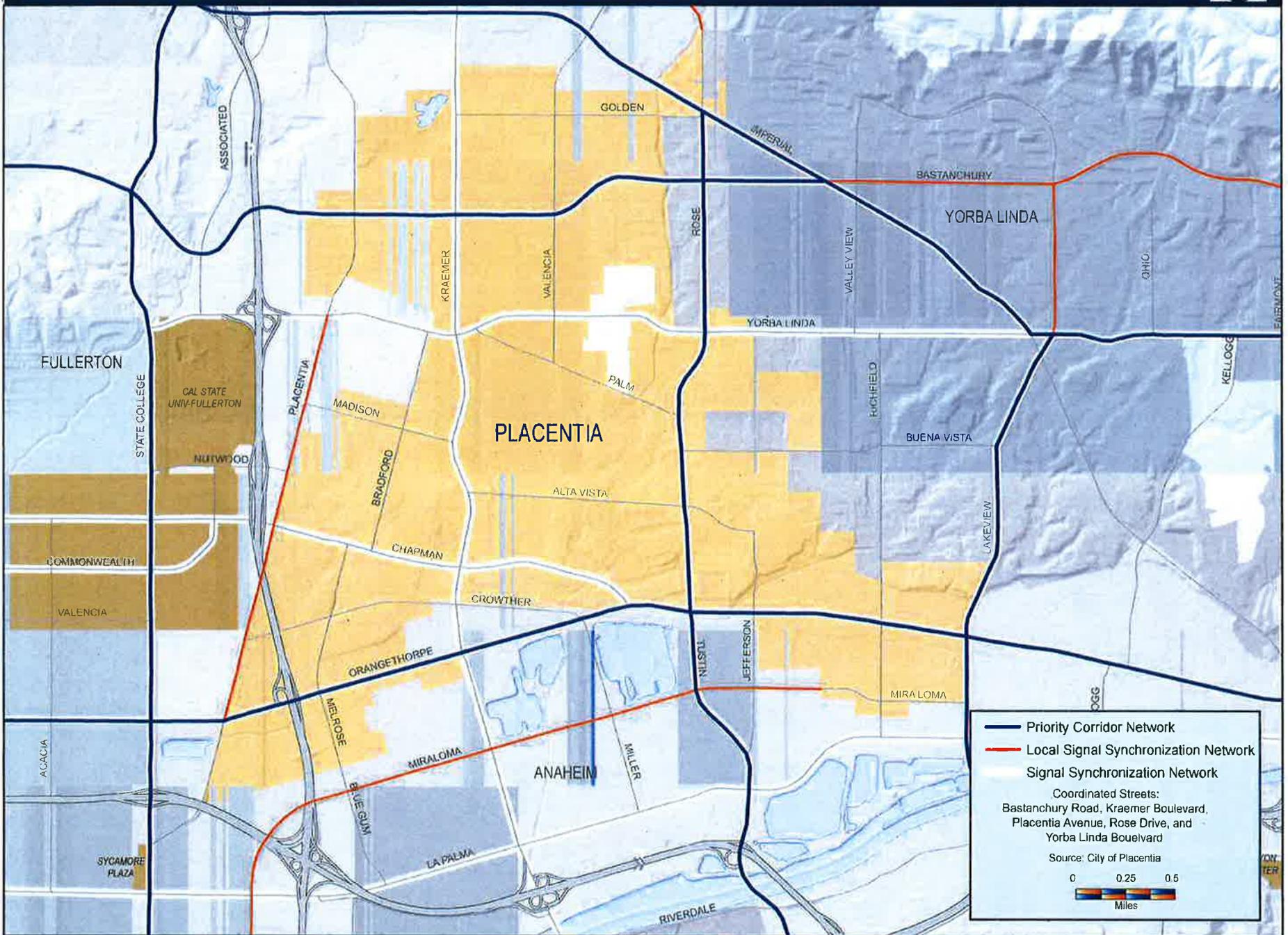
## **MEASURE M2 REGIONAL TRAFFIC SIGNAL SYNCHRONIZATION GOALS, POLICIES AND OBJECTIVES**

The "Goals" section of the Placentia LSSP establishes the purpose and intent of signal synchronization and corridor coordination on the City's roadway network. The purpose and goal of the City of Placentia's LSSP is to provide a plan to reduce vehicle and pedestrian traffic congestion and delays. Traffic signal synchronization plays a key role to keep busy intersections moving freely and to prevent less frequently used side streets from impacting traffic flow on major arterials. The City's near term goals are to complete the installation of the necessary infrastructure to be able to make the synchronization system function properly. More long range implementation is to fill in the portions of the system that are currently not funded and ensure traffic signal synchronization on streets that cross each other is working as efficiently as possible. The City's infrastructure has lived well past its intended lifespan and the City will be budgeting additional funds to address existing traffic signal system maintenance deficiencies. In addition, traffic synchronization projects allows the City to upgrade traffic controller boxes, traffic signal equipment, and upgrade components of its traffic management center at City Hall. The City now has the capability to monitor the synchronized streets from City Hall and make changes at the traffic management center without having to be in the field. The City of Placentia works closely with its neighbors in Fullerton, Brea, Yorba Linda, and Anaheim to make sure shared arterials are maintained and operating efficiently as possible for traffic flow purposes. The City of Placentia has looked well beyond its neighboring jurisdictions to include cities up and down major arterials to ensure traffic signal synchronization is possible for the entire length of the street, as it is currently participating in a Regional P synchronization project on Kraemer Boulevard. The City reviews signal timing whenever complaints are issued or capital improvement projects are completed that may impact traffic flow. The City's traffic engineer considers the timing changes and implements them as necessary. The City continues to seek opportunities to work with agencies on future synchronization projects, such as the upcoming Malvern/Chapman TSSP.

The City of Placentia acknowledges the Measure M2 Regional Traffic Signal Synchronization Program goals and will continue to support a multi-agency, corridor-based approach that optimizes traffic signals based on existing traffic patterns. The City supports local agency responsibility for signal timing and working with neighboring agencies to develop synchronization timing.

**SECTION TWO**  
**TRAFFIC SIGNAL SYNCHRONIZATION STREET ROUTES (EXISTING**  
**AND PLANNED)**

# Traffic Signal Synchronization Street Routes Placentia



**SECTION THREE**  
**TRAFFIC SIGNAL INVENTORY**

### TRAFFIC SYNCHRONIZATION LIST

Corridor	Cross-street Intersection	Cycle Length				Controller Type	Maintenance Responsibility
		AM	MD	PM	WKND		
Chapman Avenue	Melody	N/A	N/A	N/A	N/A	ASC/2	Placentia
	Murray	N/A	N/A	N/A	N/A	ASC/2	Placentia
	Melfose	N/A	N/A	N/A	N/A	ASC/2	Placentia
	Brandford	N/A	N/A	N/A	N/A	ASC/2	Placentia
	Angelina	N/A	N/A	N/A	N/A	ASC/2	Placentia
	Central	N/A	N/A	N/A	N/A	ASC-8000	Placentia
	Orangethorpe	N/A	N/A	N/A	N/A	ASC/3	Placentia
Orangethorpe Avenue	Placentia	110	100	110	N/A	ASC/3	Placentia
	Melrose	110	100	110	N/A	ASC/3	Placentia
	Crowther/Miller	N/A	N/A	N/A	N/A	ASC/3	Placentia
	Chapman	N/A	N/A	N/A	N/A	ASC/3	Placentia
	Traub	N/A	N/A	N/A	N/A	ASC/3	Placentia
	Del Cerro	N/A	N/A	N/A	N/A	ASC/3	Placentia
	Jefferson	N/A	N/A	N/A	N/A	ASC/3	Placentia
	Van Buren	N/A	N/A	N/A	N/A	ASC/2	Placentia
	Richfield	N/A	N/A	N/A	N/A	ASC/3	Placentia
	Highland	N/A	N/A	N/A	N/A	ASC/3	Placentia
Placentia Avenue	Lewis	55	50	55	N/A	ASC/3	Placentia
	St. Johns	55	50	55	N/A	ASC/3	Placentia
	Palm	55	50	55	N/A	ASC/3	Placentia
	Fender	N/A	N/A	N/A	N/A	ASC/3	Placentia
	Crowther	N/A	N/A	N/A	N/A	ASC/3	Placentia
	Kimberly	100	90	N/A	N/A	ASC/3	Placentia
	La Jolla/Burton	N/A	N/A	N/A	N/A	ASC/3	Placentia
Kraemer Boulevard	Golden	N/A	N/A	N/A	N/A	Cobalt	Placentia
	Patrician	N/A	N/A	N/A	N/A	ASC/3	Placentia
	Morse	N/A	N/A	N/A	N/A	ASC/3	Placentia
	Madison	N/A	N/A	N/A	N/A	ASC/3	Placentia
	Alta Vista	N/A	N/A	N/A	N/A	ASC/3	Placentia
	Chapman	N/A	N/A	N/A	N/A	ASC/3	Placentia
	Crowther	N/A	N/A	N/A	N/A	ASC/3	Placentia
Orangethorpe	N/A	N/A	N/A	N/A	ASC/2	Anaheim	



**SECTION FOUR**  
**TRAFFIC SIGNAL SYNCHRONIZATION SYSTEM AND THREE**  
**YEAR PLAN**

## 3-YEAR OUTLOOK TRAFFIC SIGNAL SYNCHRONIZATION

### Funding Needs for Synchronized Operation (Constrained)

**Reporting Jurisdiction Expenditures:** City of Placentia

**Type of Traffic Signal Synchronization Expenditures in Year of Expenditure Dollars** (Note that sample expenditure categories are included - modify as necessary.)

#### MAINTENANCE

PROJECT	FY 17/18	FY 18/19	FY 19/20	TOTAL
Traffic Signal Infrastructure Maintenance	\$50,000	\$50,000	\$50,000	\$150,000
Communication Infrastructure Maintenance	\$50,000	\$50,000	\$50,000	\$150,000
Subtotal Maintenance	\$100,000	\$100,000	\$100,000	\$300,000

#### CONSTRUCTION

PROJECT	FY 17/18	FY 18/19	FY 19/20	TOTAL
Malvern/Chapman TSSP	\$81,756			\$81,756
Subtotal Construction	\$81,756			\$81,756

#### OPERATIONS

PROJECT	FY17/18	FY18/19	FY19/20	TOTAL
Timing Development & Fine-tuning	\$10,000	\$10,000	\$10,000	\$30,000
Monitoring / Review	\$5,000	\$5,000	\$5,000	\$15,000
Subtotal Operations	\$15,000	\$15,000	\$15,000	\$45,000
	\$196,756	\$115,000	\$115,000	\$426,756

### 3-YEAR OUTLOOK TRAFFIC SIGNAL SYNCHRONIZATION

#### Funding Needs for Synchronized Operation (Unconstrained)

**Reporting Jurisdiction Expenditures: City of Placentia**

**Type of Traffic Signal Synchronization Expenditures in Year of Expenditure Dollars** (Note that sample expenditure categories are included - modify as necessary.)

#### MAINTENANCE

PROJECT	FY17/18	FY18/19	FY19/20	TOTAL
Traffic Signal Infrastructure Maintenance	\$100,000	\$100,000	\$100,000	\$300,000
Communication Infrastructure Maintenance	\$100,000	\$100,000	\$100,000	\$300,000
Subtotal Maintenance	\$200,000	\$200,000	\$200,000	\$600,000

#### CONSTRUCTION

PROJECT	FY17/18	FY18/19	FY19/20	TOTAL
Traffic Signal Infrastructure	\$180,000			\$180,000
(please see table on next page for details)				
Chapman/Malvern TSSP	\$81,756			\$81,756
Subtotal Construction	\$261,756			\$261,756

#### OPERATIONS

PROJECT	FY17/18	FY18/19	FY19/20	TOTAL
Timing Development & Fine-tuning	\$20,000	\$20,000	\$20,000	\$60,000
Monitoring / Review	\$10,000	\$10,000	\$10,000	\$30,000
Subtotal Operations	\$30,000	\$30,000	\$30,000	\$90,000
	\$491,756	\$230,000	\$230,000	\$951,756



## **SECTION FIVE**

### **TRAFFIC SIGNAL SYNCHRONIZATION ASSESSMENT REVIEW AND REVISE, AS MAY BE NECESSARY, THE TIMING OF TRAFFIC SIGNALS**

**Significant timing plan updates and projects completed FY  
2013/2014 through 2016/2017**

**Periodic refinements are performed as part of a monthly  
traffic signal preventative maintenance program.**

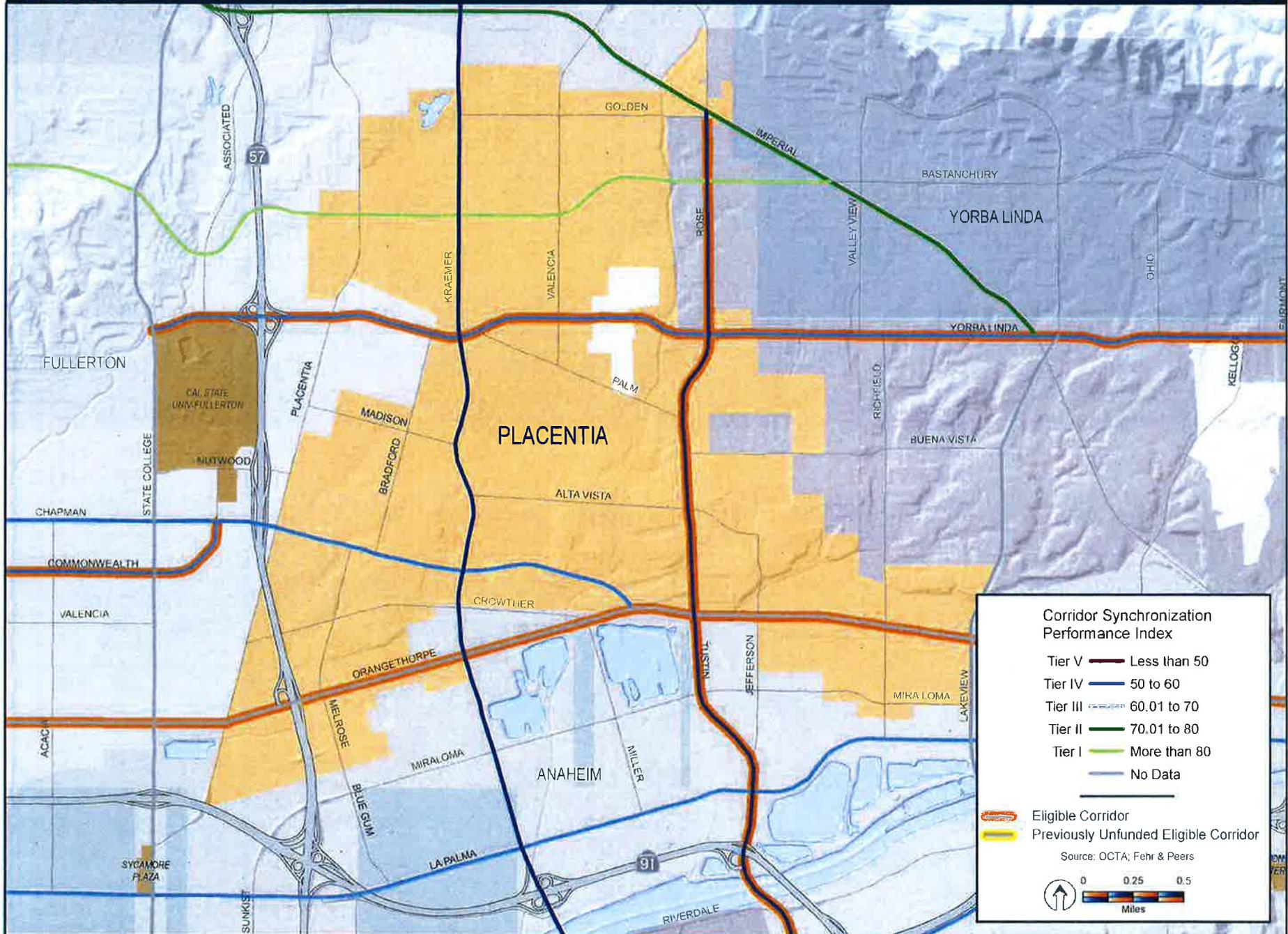
## **MEASURE M2 REGIONAL TRAFFIC SIGNAL SYNCHRONIZATION PERFORMANCE**

The City of Placentia's Traffic Signal Synchronization Program has enabled the City to upgrade aging infrastructure that was difficult to maintain and manage. The City was unable to make the repairs necessary to bring the traffic signal system up to current standards. The LSSP Program has been a great benefit to the City of Placentia as participating in regional synchronization projects has improved traffic circulation and reduced congestion while allowing the City to replace and upgrade outdated and malfunctioning signal system components.

The capabilities of the City's traffic management center provide efficiency and the ability to implement immediate changes to improve traffic flow. The traffic signal synchronization program and recently completed synchronization projects have improved traffic flow throughout the City. Now that major construction activities on multiple OC Bridges Projects have concluded, the City will be able to further measure the capabilities of the new systems in place. Some components were delayed for installation while the grade separation projects were under construction and some traffic had been diverted from the arterials that include the upgrades. Now that the OC Bridges Projects are complete it will be possible to measure the improvements traffic flow and monitor the program.

The City's approach to updating timing plans is to review traffic patterns on a annual basis. In combination with citizen comments and/or complaints, the City's Traffic Engineer also reviews timing charts and traffic patterns. The City's Traffic Engineer consults with the City's traffic signal maintenance contractor and decides if traffic timing should be adjusted. Additionally, the City's Traffic Engineer reviews timing charts after capital improvement projects are completed to ensure the most optimal timings are implemented that increase improve flow and minimize impeding the heaviest traffic patterns. The benchmark map included on the following page provides an overview of the present performance index for each corridor throughout the City.

# 2016 Corridor Operational Performance Placentia



## TRAFFIC SIGNAL SYNCHRONIZATION ASSESSMENT, REVIEW, AND REVISION

LOCAL AGENCY CORRIDOR	TIMING REVIEWED (Past 3 Years)	DID TIMING REQUIRE AN UPDATE?	TIMING UPDATE RESULTS (if available)							
			Speed Travel		Stops per mile		Greens per red		CSPI Score*	
			Before	After	Before	After	Before	After	Before	After
Kraemer Boulevard	Yes	Yes	Studies not available, project still under construction.							
Chapman Avenue	Yes	Yes	Studies not available, project about to begin design process.							
Yorba Linda Boulevard	Yes	Yes	24	22	13	10	6	8		
Tustin/Rose Avenue	Yes	Yes	8.2	6.4	5.5	3.4	4	6		
Bastanchury Road	Yes	Yes	17.4	15.1	10.6	5.8	4	7		

\* Optional

## SIGNAL TIMING REVISIONS

PROJECT CORRIDOR	CROSS STREET	CYCLE LENGTH (Before/After)
Kraemer Boulevard		Periodic Reviews conducted. No significant changes needed.
Rose Drive		Periodic Reviews conducted. No significant changes needed.
Bastanchury Road		Periodic Reviews conducted. No significant changes needed.
Yorba Linda Boulevard		Periodic Reviews conducted. No significant changes needed.
Chapman Avenue		Periodic Reviews conducted. No significant changes needed.
Orangethorpe Avenue		Periodic Reviews conducted. No significant changes needed.
Placentia Avenue		Periodic Reviews conducted. No significant changes needed.

*The People are the City*

**Mayor**

JEREMY B. YAMAGUCHI

**Mayor Pro Tem**

CRAIG S. GREEN

**Councilmembers:**

CHAD P. WANKE  
SCOTT W. NELSON  
CONSTANCE M. UNDERHILL



**City Clerk:**

PATRICK J. MELIA

**City Treasurer**

KEVIN A. LARSON

**City Administrator**

DAMIEN R. ARRULA

401 East Chapman Avenue – Placentia, California 92870

June 30, 2017

Mrs. Sam Kaur, Section Manager II  
Measure M Local Programs  
Orange County Transportation Authority  
P.O. Box 14184  
Orange, CA 92863-1584

**SUBJECT: CITY OF PLACENTIA STRATEGIES THAT ACCOMMODATE TRANSIT AND NON-MOTORIZED TRANSPORTATION**

Dear Mrs. Kaur:

The following excerpts of the City of Placentia's General Plan satisfy the item related to Renewed Measure M (M2) Eligibility for Fiscal Year 2017/2018: "to consider, as part of the Eligible Jurisdiction's General Plan, land use strategies that accommodate transit and non-motorized transportation". No changes have been made since last year's submittal. The General Plan contains the Circulation Element and associated transportation control measures. The relevant sections are attached to this letter. The Circulation Element covers transit and non-motorized transportation items.

The General Plan's emphasis is on Transportation Control Measures (TCM's) to reduce traffic congestion and improve air quality, which in turn will increase housing options and employment opportunities.

Appendix D, titled "Transportation Control Measures/Growth Management Strategies Matrix", contains listed goals, objectives, and policies to assist in meeting strategies that will accommodate transit and non-motorized items in the near future. The matrix includes the following:

- Requires bicycle parking facilities in all new non-residential development.
- Requires bicycle parking facilities, lockers, and showers in non-residential development of 100,000 sq. ft. or more.
- Requires new residential subdivisions of 500 units or more to include supportive commercial users designed to be convenient to bicycles and pedestrians.
- Requires an articulated pedestrian and/or bicycle path with access to all street frontages in a new office park complex of 250,000 sq. ft. or other land use that occupies more than 40 acres.

- Requires employers of 100 or more to contribute to a lunch time (or all day) shuttle that accesses shopping centers, special event centers, and other contributing employers within a specified zone.
- Requires special event centers with 1,500 or more seats and regional shopping centers of 500,000 sq. ft. to designate parking facilities and spaces that can be used as park'n'ride lots.

The General Plan is used to implement developments such as the City's planned Transit Oriented Development (TOD) which will be anchored by the planned new Metrolink Station scheduled to break ground in April 2018. The City's TOD zone and associated public infrastructure improvements will provide for new high density housing options as well as new retail and office space located adjacent to mass transit. The public infrastructure improvements will provide for new bicycle lanes, and accommodating pedestrian facilities as well. The focus of the newly rezoned TOD area will be to provide housing and employment opportunities within walking distance of mass transit options for residents and employees in the area.

The City of Placentia is the process of updating its General Plan. The plan is intended to be approved by the City Council in 2018/19. The current General Plan and Circulation Element has been updated with the latest circulation element information and transportation control measures. The City's current General Plan and Circulation Element are available for reference and review at Placentia City Hall.

Should you have any questions or require additional information, please do not hesitate to contact me any time at 714-993-8120.

Sincerely,



Luis Estevez  
Director of Public Works

Attachment: Support Documentation for Planning Strategies

**SUPPORT  
DOCUMENTATION  
FOR  
PLANNING  
STRATEGIES**

## **D. INTER-JURISDICTIONAL COOPERATION**

### **D.1. Present Status:**

The City cannot be successful in improving traffic congestion in isolation from other jurisdictions. Solutions for improving traffic congestion, like other regional problems, must be evaluated on the macro-scale and not just locally. The development that occurs in neighboring jurisdictions and throughout the County has effects upon the freeways and many of the major arterials in the City.

### **D.2. Goals and Policies:**

**Goal 3: Coordinate and cooperate with neighboring jurisdictions and the County to reduce traffic congestion.**

**Policy 3.1: Inter-Jurisdictional Forums.** The City shall participate in Inter-Jurisdictional Planning Forums at the GMA level to discuss developments with multi-jurisdictional impacts and appropriate mitigation measures.

**Policy 3.2: County/CMP.** The City will cooperate with the County in the annual Congestion Management Plan update in order to receive State gas tax revenue.

## **E. BALANCED COMMUNITY DEVELOPMENT:**

### **E.1. Present Status:**

The historical land use patterns and the physical manner in which the region and County have developed restrict the opportunity for people to live and work in the same area. Traffic congestion also results as people commute longer distances to their jobs from lower priced housing areas outside the County. Roadways become overburdened and the quality of life decreases.

Orange County has been characterized as a job rich/housing poor subregion in studies prepared by the Southern California Association of Governments.

The Regional Mobility Plan and the Air Quality Management Plan include strategies to better balance the jobs to housing ratio. However, because much of the region is already fully developed, it will be difficult if not impossible to achieve a meaningful jobs/housing balance.

Therefore, emphasis has now shifted towards more tangible alternative measures, called Transportation Control Measures (TCM's) to reduce traffic congestion and improve air quality, which in turn will increase housing options and employment opportunities. Some of the potential measures currently being considered include the adoption of ordinances to reduce the Vehicle Trips (VT) traveled, to increase the Average Vehicle Occupancy Rate (AVR), to decrease the Vehicle Miles Traveled (VMT) as well as other measures. Appendix D contains a matrix that lists the Transportation Control Measures and describes each in greater detail.

These recommended measures will be refined as the City and other jurisdictions participate in meetings with the Air Quality Management District and the Southern California Association of Governments.

#### **E.2. Goals and Policies:**

**Goal 4:** Support and encourage the concept of jobs/housing balance, where possible, and require the use of Transportation Control Measures (TCM's) to improve air quality and reduce traffic congestion.

**Policy 4.1: Balanced Land Use.** Recognizing the constraints of existing physical development characteristics, it is the policy of the City to strive towards an achievement of balanced land use, where possible, so that residential, non-residential and public land uses are proportionally balanced.

**Policy 4.2: Transportation Control Measures TCM's.** The City shall participate in meetings with other jurisdictions and the Air Quality Management District (AQMD) and the Southern California Association of Governments (SCAG) to develop and adopt Transportation Control Measures that will improve air quality and reduce traffic congestion.

## **F. IMPLEMENTATION PROGRAMS**

The following implementation programs are designed to carry out the goals and policies previously listed above. Some programs may implement one or more of the policy statements, while other programs are more specifically tied to a particular policy.

**F.1. Development Mitigation Program.** Within twelve months of the adoption of this Element, a Development Mitigation Program, as required by Measure M, shall be established by the Public Works/Engineering Department requiring all new development to pay its share of the costs associated with transportation improvements to mitigate/implement that development. Participation shall be on a pro-rata basis and be required of all applicable development projects except where an increased level of participation exceeding these requirements is established through negotiated legal mechanisms. The City currently requires pro-rata participation for projects through specific conditions of approval imposed on development applications and via mitigated Negative Declarations and Environmental Impact Reports. The requirements of the Development Mitigation Program will be met by following this process.

The program will be coordinated through Inter-Jurisdictional Planning Forums in order to determine minimally acceptable impact fees for application within the GMA's. The City may elect to use existing traffic mitigation fee programs to receive credit with regard to the GMA base level fee.

APPENDIX D:  
TRANSPORTATION CONTROL MEASURES

**TCM/GROWTH MANAGEMENT  
STRATEGIES MATRIX  
(Continued)**

Vehicle Trips (VT)	Average Vehicle Occupancy (AVR)	Vehicle Miles Traveled (VMT)	Contingency Measures for VMT
<ul style="list-style-type: none"> <li>o Requires bicycle parking facilities in all new non-residential development.</li> <li>o Requires bicycle parking facilities, lockers, and showers in non-residential development of 100,000 sq. ft. or more.</li> <li>o Requires new residential subdivisions of 500 units or more to include supportive commercial users (e.g., banks, retail, restaurants) designed to be convenient to bicycles and pedestrians.</li> <li>o Requires an articulated pedestrian and/or bicycle path with access to all street frontages in a new office park complex of 250,000 sq. ft. or other land use that occupies more than 40 acres.</li> </ul> <p>Amend the Circulation (or other) Element of the General Plan to:</p> <ul style="list-style-type: none"> <li>o Include a bicycle route system consistent with SCAG's Regional Mobility Plan.</li> </ul>		<ul style="list-style-type: none"> <li>o Require employers of 100 or more to contribute to a lunch time (or all day) shuttle that accesses shopping centers, special event centers, and other contributing employers within a specified zone.</li> </ul> <p>Amend General Plan and/or Zoning Ordinances to:</p> <ul style="list-style-type: none"> <li>o Require residential and commercial uses within every 2 block area; alleys for vehicular access; and the width of street, sidewalks, and front yard setbacks not to exceed 6 times permitted building height.</li> </ul>	

TCM/GROWTH MANAGEMENT  
STRATEGIES MATRIX

February 13, 1992

Vehicle Trips (VT)	Average Vehicle Occupancy (AVR)	Vehicle Miles Traveled (VMT)	Contingency Measures for VMT
<p>Adopt a trip reduction ordinance that:</p> <ul style="list-style-type: none"> <li>o Requires employers of 500 or more to establish a telecommuting and/or alternative work weeks program that will reduce vehicle trips 30% beyond Regulation XV.</li> <li>o Reduces parking space requirements for new non-residential development with an occupancy designed for 100 or more employees by: <ul style="list-style-type: none"> <li>- 23% if subject to 1.3 AVR target in Regulation XV.</li> <li>- 33% if subject to 1.5 AVR target in Regulation XV.</li> <li>- 43% if subject to 1.75 AVR target in Regulation XV.</li> </ul> </li> <li>o Requires new office development that contains over 250,000 sq. ft. or that employs over 1,000 to include a video conferencing facility.</li> <li>o Requires a telecommunications center in a housing subdivision of 500 units or more.</li> </ul>	<p>Adopt a TDM ordinance that:</p> <ul style="list-style-type: none"> <li>o Requires multi-tenant work sites of 100 or more employees to submit Regulation XV type trip reduction plans.</li> <li>o Institutes a tax of 5% on public and private parking lots.</li> <li>o Requires public or privately-operated parking lots to offer 33% discounts to carpools and vanpools.</li> </ul> <p>Amend the zoning ordinance and/or General Plan to:</p> <ul style="list-style-type: none"> <li>o Increase residential densities to a minimum of 15 units per acre and commercial densities to 1:1 FAR within a 1/4 mile of RMP constrained and unconstrained transit corridors and/or stations.</li> </ul>	<p>Adopt a TCM ordinance that:</p> <ul style="list-style-type: none"> <li>o Requires special event centers with 1,500 or more seats and regional shopping centers of 500,000 sq. ft. to designate parking facilities and spaces that can be used as park'n'ride lots.</li> <li>o Requires supportive commercial services (e.g., banks, retail, restaurants) in new business parks and office developments of 250,000 sq. ft. or more.</li> <li>o Requires new office buildings or office parks of 250,000 sq. ft. or more or 1,500 employees or more to provide an on-site child care facility and ground-level outdoor play areas.</li> <li>o Allows non-residential development projects in commercial districts to receive a density bonus by computing residential floor area at 50% its actual size for the purpose of FAR calculation.</li> </ul>	<ul style="list-style-type: none"> <li>o Smog based vehicle DMV registration fee assessed annually based on emissions of vehicle and odometer readings.</li> <li>o Congestion pricing that charges single-occupancy vehicles to travel on congested roadways (LOS E or F) during peak commute periods.</li> </ul>

**RESOLUTION NO. R-2017-31**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
PLACENTIA CONCERNING THE STATUS AND UPDATE OF  
THE CIRCULATION ELEMENT, LOCAL SIGNAL  
SYNCHRONIZATION PLAN, AND MITIGATION FEE  
PROGRAM.**

**A. Recitals**

(i). The City of Placentia desires to maintain and improve the streets within its jurisdiction, including those arterials contained in the Master Plan of Arterial Highways (MPAH).

(ii). The City of Placentia had endorsed a definition of and process for, determining consistency of the City's Traffic Circulation Plan with the MPAH.

(iii). The City has adopted a General Plan Circulation Element which does not preclude implementation of the MPAH within its jurisdiction.

(iv). The City is required to adopt a resolution biennially informing the Orange County Transportation Authority (OCTA) that the City's Circulation Element is in conformance with the MPAH and whether any changes to any arterial highways of said Circulation Element have been adopted by the City during Fiscal Years (FY) 2015-16 and FY 2016-17.

(v). The City is required to send biennially to the OCTA all recommended changes to the City Circulation Element and the MPAH for the purposes of re-qualifying for participation in the Comprehensive Transportation Funding Programs.

(vi). The Orange County Transportation Authority has developed the Regional Traffic Signal Synchronization Master Plan to identify traffic signal synchronization street routes and traffic signals within and across jurisdictional boundaries, and defines the means of implementing the Regional Traffic Signal Synchronization Program.

(vii). The Regional Traffic Signal Synchronization Program requires that local agencies adopt a Local Signal Synchronization Plan consistent with the Regional Traffic Signal Synchronization Master Plan as a key component of local agency's efforts to synchronizing traffic signals across local agency's boundaries.

(viii). The Local Signal Synchronization Plan must be updated by June 30, 2017 to continue to be eligible to receive Net Revenues as part of Measure M2.

(xi). The City is required to adopt a resolution biennially certifying that the City has an existing Mitigation Fee Program that assesses traffic impacts of new development and requires new development to pay a fair share of necessary transportation improvements attributable to the new development.

## **B. Resolution**

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

- a) The arterial highway portion of the City Circulation Element of the City is in conformance with the MPAH.
- b) The City attests that no unilateral reduction in through lanes has been made on any MPAH arterials during FY 2015-16 and FY 2016-17.
- c) The City adopts and maintains a Local Signal Synchronization Plan which includes goals that are consistent with those outlined as part of the Regional Signal Synchronization Master Plan, including signal synchronization across jurisdictions.
- d) The Local Signal Synchronization Plan identifies traffic signal synchronization street routes, including all elements of the Regional Signal Synchronization Network located within the City.
- e) The Local Signal Synchronization Plan includes the traffic signal inventory for all traffic signal synchronization street routes.
- f) The Local Signal Synchronization Plan includes a three-year plan showing capital, operations, and maintenance of signal synchronization along the traffic signal synchronization street routes and traffic signals.
- g) The Local Signal Synchronization Plan includes an update on the status and performance of traffic signal synchronization activities.

h) The Local Signal Synchronization Plan includes a discussion on the review and revision, as may be necessary, on the timing of traffic signals on the traffic signal synchronization street routes.

i) The City reaffirms that the City Council concurs with the existing Mitigation Fee Program.

**PASSED, ADOPTED AND APPROVED this 20<sup>th</sup> day of June, 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 20<sup>th</sup> day of June, 2017 by the following vote:

AYES: NONE  
NOES: NONE  
ABSENT: NONE  
ABSTAIN: NONE

---

PATRICK J. MELIA,  
CITY CLERK

APPROVED AS TO FORM:

---

CHRISTIAN BETTENHAUSEN,  
CITY ATTORNEY



# Placentia City Council

## **AGENDA REPORT**

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: JUNE 20, 2017

SUBJECT: **AMENDMENT NO. 2 TO TREE TRIMMING SERVICES AGREEMENT WITH WEST COAST ARBORISTS, INC.**

FISCAL  
IMPACT: EXPENSE: \$120,000 TREE TRIMMING SERVICES  
BUDGETED: \$120,000 FISCAL YEAR 2017-18 OPERATING BUDGET  
(GENERAL FUND)

### **SUMMARY:**

On July 15, 2014 the City entered into a maintenance services agreement with West Coast Arborists, Inc., (WCA) for tree trimming services. The term of the agreement was for two (2) years, with an option for two (2) additional one-year term extensions. Term extensions are based upon the contractor's performance and at the discretion of the City. This action will exercise the second, one-year term extension. No other terms of the original agreement or compensation have been changed.

### **RECOMMENDATION:**

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

1. Approve Amendment No. 2 to Tree Trimming Services Agreement with West Coast Arborists, Inc. extending the term of the existing agreement for an additional one-year term ending June 30, 2018; and
2. Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

### **DISCUSSION:**

The Public Works Department utilizes the services of WCA to maintain trees on arterial roadways, City parks, and public property owned and maintained by the City. The current service contract includes regular tree pruning and vine trimming along with as-needed tree removal, tree planting, emergency response, and arborist services. The current agreement for tree trimming expires on June 30, 2017.

**1.e.**  
**June 20, 2017**

In 2014, the City solicited competitive proposals for tree trimming services and the City Council awarded an agreement to WCA on July 15, 2014. WCA has provided the City with excellent service and has been responsive to the City's and community's needs.

The recommended action will approve an amendment to the agreement extending the agreement term for an additional year. No other terms of the original agreement or compensation have been changed. Any future agreement term extension will be based upon the contractor's performance and at the discretion of the City. Once the final eligible agreement term extension has been exhausted, Staff will solicit new bids for these services.

**FISCAL IMPACT:**

The Fiscal Year 2017-18 General Fund Operating Budget includes \$120,000 for tree trimming services. Sufficient funds exist for the recommended actions.

Prepared by:



Joel Cardenas  
Public Works Superintendent

Reviewed and approved:



Luis Estevez  
Director of Public Works

Reviewed and approved



Shally Lin  
Interim Finance Director

Reviewed and approved:



Damien R. Arrula  
City Administrator

**Attachment:**

Amendment No. 2 to Tree Trimming Services Agreement

**AMENDMENT NO. 2 TO  
TREE TRIMMING SERVICES AGREEMENT  
WITH WEST COAST ARBORISTS**

This Amendment No. 2 ("Amendment") to Professional Services Agreement is made and entered into effective the 1st day of July, 2017, by and between the CITY OF PLACENTIA, a Charter City and Municipal Corporation ("CITY"), and WEST COAST ARBORISTS INC., a corporation (hereinafter "CONSULTANT"). 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 entered into a Tree Trimming Services Agreement ("Agreement") effective July 15, 2014 through which CONSULTANT has been providing services as more fully explained in the Agreement.

(ii). CITY and CONSULTANT executed Amendment No. 1 to the Agreement on July 19, 2016.

(iii). CITY and CONSULTANT desire to extend the term of the Agreement an additional year to extend through June 30, 2018.

(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. The Agreement, including the Exhibits and Amendments thereto, is hereby amended to extend the term of the Agreement to June 30, 2018 unless terminated sooner as provided in the Agreement, and to increase the compensation under the Agreement in the amount of \$120,000.00.

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 and all prior amendments and all Exhibits attached thereto, 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.

4. 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 Agreement are to be executed as of the day and year first above written.

CONSULTANT

CITY OF PLACENTIA

By: Victor M. Gonzalez  
Victor M. Gonzalez,  
Vice President, West Coast Arborists, Inc.

By: \_\_\_\_\_  
Craig Green  
Mayor

ATTEST: \_\_\_\_\_  
Patrick J. Melia,  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Christian L. Bettenhausen  
City Attorney



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: JUNE 20, 2017

SUBJECT: **PROGRAM SUPPLEMENT AGREEMENT WITH CALTRANS FOR THE SYSTEMATIC SAFETY ANALYSIS REPORT GRANT PROGRAM**

### **FISCAL**

**IMPACT:** There is no fiscal impact associated with the recommended actions.

### **SUMMARY:**

The Systemic Safety Analysis Report Program (SSARP) is a Highway Safety Improvement Program (HSIP) developed to assist local agencies in analyzing and identifying safety issues on their roadway networks, and to create a list of solutions that can be used to prepare HSIP grant applications. In March of 2016, the City of Placentia submitted an application for the SSARP grant to the State of California Department of Transportation to analyze citywide safety issues related to intersections, uncontrolled pedestrian and/or bicycle crossings, and roadway segments to better prepare for future applications for funding under the HSIP.

On April 19, 2017, Caltrans approved the City's request for an allocation of \$148,500 of State grant funds to conduct a Safety Analysis Study (Study). The City's contribution towards the Study will be \$16,500 which will provide a total budget of \$165,000 to compete the project. A Program Supplement Agreement (Agreement) received from Caltrans outlines the terms of the SSARP program and sets forth the terms of the use of the grant funds and other provisions outlining how the funds are to be used and administered. This action will approve a resolution authorizing the City Administrator to execute the Agreement. When the City is ready to award a professional services agreement to a consultant to conduct the Study, Staff will come back to Council for award of the contract.

### **RECOMMENDATION:**

It is recommended that City Council take the following actions:

1. Approve Resolution No. 2017-XX, A Resolution of the City Council of the City of Placentia, California, Approving Program Supplement Agreement No. 0P82 for Funding of the Systematic Safety Analysis Report Program (SSARP); and
2. Authorize the City Administrator or his designee to execute all necessary documents for this project, in a form approved by the City Attorney.

**1.f.**

**June 20, 2017**

**DISCUSSION:**

The SSARP will address safety citywide for overall traffic conditions and interactions between vehicles, pedestrians, and bicyclists, to determine where conditions can be improved. The focus of this Study will include an analysis of existing roadway conditions that may result in unsafe speed, right-of-way concerns, and traffic signal phasing and signage. This effort will also examine pedestrian safety conditions which include failure to yield to pedestrians in crosswalks, unsafe speed, and jaywalking. The end result of the Study will yield specific recommendations for the implementation of safety improvements to public roadways, pedestrian crossings, bikeways, in addition to providing the City with basis for securing future HSIP grant funding.

**FISCAL IMPACT:**

There is no fiscal impact associated with the recommended actions. When the City is ready to award a professional services agreement to a consultant to conduct the Study, Staff will come back to Council for award of the contract, which will utilize the proposed SSARP grant funds.

Prepared by:



Masoud Sepah, P.E.  
City Engineer

Reviewed and approved:



Luis Estevez  
Director of Public Works

Reviewed and approved:



Shally Lin  
Interim Finance Director

Reviewed and approved:



Damien R. Arrula  
City Administrator

**Attachments:**

1. Resolution
2. Program Supplement Agreement No. 0P82

**RESOLUTION NO. R-2017-32**

**A RESOLUTION OF CITY COUNCIL OF THE CITY OF  
PLACENTIA APPROVING PROGRAM SUPPLEMENT AGREEMENT  
NO. 0P82 FOR FUNDING OF THE SYSTEMATIC SAFETY  
ANALYSIS REPORT PROGRAM (SSARP).**

**A. Recitals.**

(i). Before State Funds can be made available for a specific program project, Administering Agency and State are required to enter into Supplement Agreement No. 0P82, thereby establishing terms and conditions applicable to the Administering Agency when receiving State Funds for a designated project;

(ii). Supplement Agreement No. 0P82 shall remain in effect until amended or terminated.

(iii). No invoices for reimbursement of construction costs can be processed until Program Supplement Agreement No. 0P82 is fully executed; and

(iv). Program Supplement Agreement No. 0P82 shall remain in effect until amended or terminated.

**B. Resolution.**

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

**Section 1.** Program Supplement Agreement No. 0P82 is hereby approved and the City Administrator or his designee are directed to sign on behalf of the City.

**Section 2.** The Mayor is hereby authorized to affix his signature to this resolution signifying to its adoption by the City Council of the City of Placentia, and the City Clerk is directed to attest hereto.

**PASSED, ADOPTED AND APPROVED this 20<sup>th</sup> day of June, 2017.**

---

CRAIG S. GREEN, MAYOR  
CITY OF PLACENTIA

ATTEST:

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PATRICK J. MELIA, CITY CLERK

I, PATRICK J. MELIA, CITY CLERK of the CITY OF PLACENTIA DO HEREBY CERTIFY that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 20<sup>th</sup> day of June, 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

**DEPARTMENT OF TRANSPORTATION**

Division of Local Assistance  
1120 N STREET  
P.O. BOX 942874, MS# 1  
Sacramento, CA 94274-0001  
TTY 711  
(916) 654-3883  
Fax (916) 654-2408



May 11, 2017

File : 12-ORA-0-PLCN  
SSARPL-5269(027)  
Throughout the City of Placentia

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

Attn: Mr. Rusty Beardsley

Dear Mr. Estevez:

Enclosed are two originals of the Program Supplement Agreement No. 0P82 Rev. 000 to Administering Agency-State Master Agreement No. 00108S and an approved Finance Letter for the subject project. Please retain the signed Finance Letter for your records.

Please sign both Program Supplement Agreements and return them to this office, Office of Local Programs - MS1 within 90 days from receipt of this letter. If the signed Agreements are not received back in this office within 90 days, funds will be disencumbered and/or deobligated. Alterations should not be made to the agreement language or funding. ATTACH YOUR LOCAL AGENCY'S CERTIFIED AUTHORIZING RESOLUTION THAT CLEARLY IDENTIFIES THE OFFICIAL AUTHORIZED TO EXECUTE THE AGREEMENT ON THE AGENCY'S BEHALF. A fully executed copy of the agreement will be returned to you upon ratification by Caltrans. No invoices for reimbursement can be processed until the agreement is fully executed.

The State budget authority supporting the encumbered funds is only available for liquidation up to specific deadlines. These deadlines are shown on the attached Finance Letter as the "Reversion Date". Please ensure that your invoices are submitted at least 60 days prior to the reversion date to avoid any lapse of funds. If your agency is unable to seek reimbursement by this date you may request an extension through a Cooperative Work Agreement (CWA). A CWA is subject to the final approval of the State Department of Finance. If approved, the CWA may extend the deadline for up to two years.

Your prompt action is requested. If you have questions, please contact your District Local Assistance Engineer.

Sincerely,

A handwritten signature in blue ink that reads "Patrick Louie".

*for* ADAM AMBROSINI, Acting Chief  
Office of Project Implementation - South  
Division of Local Assistance

Enclosures

c: OLP AE Project Files  
(12) DLAE - Tifini Tran

DEPARTMENT OF TRANSPORTATION  
 DIVISION OF ACCOUNTING  
 LOCAL PROGRAM ACCOUNTING BRANCH

FINANCE LETTER

Date: 05/09/2017 EA No:  
 D\_CO\_RT: 12-ORA-0-PLCN  
 Project No: SSARPL-5269(027)  
 Adv Project Id: 1217000062  
 Period of Performance End Date: 03/31/2021  
 Agreement End Date: 12/31/2022

Attention: City of Placentia

FINANCE ITEMS	PRO RATA OR LUMP SUM	TOTAL COST OF WORK	PART. COST	STATE FUNDS (SSARP)	LOCAL FUNDS	OTHER FUNDS
Agency Preliminary Engineering		\$165,000.00	\$165,000.00	\$148,500.00	\$16,500.00	\$0.00
Totals:		\$165,000.00	\$165,000.00	\$148,500.00	\$16,500.00	\$0.00

Participation Ratio: 100.00%

This Finance Letter was created based on specific financial information provided by the responsible local agency. The following encumbrance history is prepared by Local Assistance Accounting Office and is provided here for local agency's information and action.

Signature: Patrick Louie  
 Title: HQ Local Assistance Area Engineer

For questions regarding finance letter, contact:  
 Printed Name : Patrick Louie  
 Telephone No: (916) 653-7349

Remarks: Phase 1 SSARP Proj. ID P2033. City of Placentia's SSARP Project. Based on agency finance letter dated 12/01/2016. Reimbursement ratio = 90%.

ACCOUNTING INFORMATION									SSARPL-5269(027)		Cooperative Work Agreement	
ADV. PROJECT ID	APPROP. UNIT	STATE PROG.	FED/STATE	ENCUMBRANCE AMOUNT	APPROP YEAR	EXPENDITURE AMOUNT	ENCUMBRANCE BALANCE	REVERSION DATE	APPROVED AMOUNT	EXPIRATION DATE		
1217000062	16102	2030010550		\$148,500.00	1516	\$0.00	\$148,500.00	06/30/21				

**PROGRAM SUPPLEMENT NO. P82**  
to  
**ADMINISTERING AGENCY-STATE AGREEMENT**  
**FOR STATE FUNDED PROJECTS NO 00108S**

**Adv Project ID**                      **Date:** May 3, 2017  
1217000062                      **Location:** 12-ORA-0-PLCN  
**Project Number:** SSARPL-5269(027)  
**E.A. Number:**  
**Locode:** 5269

This Program Supplement, effective \_\_\_\_\_, hereby adopts and incorporates into the Administering Agency-State Agreement No. 00108S for State Funded Projects which was entered into between the ADMINISTERING AGENCY and the STATE with an effective date of 11/12/12 and is subject to all the terms and conditions thereof. This PROGRAM SUPPLEMENT is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. \_\_\_\_\_ approved by the ADMINISTERING AGENCY on \_\_\_\_\_ (See copy attached).

The ADMINISTERING AGENCY further stipulates that as a condition to the payment by the State of any funds derived from sources noted below encumbered to this project, Administering Agency accepts and will comply with the Special Covenants and remarks set forth on the following pages.

**PROJECT LOCATION:**

Throughout the City of Placentia

**TYPE OF WORK:** Citywide safety analysis report

Estimated Cost	State Funds		Matching Funds	
	STATE		LOCAL	OTHER
\$165,000.00	\$148,500.00		\$16,500.00	\$0.00

**CITY OF PLACENTIA**

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_  
Attest \_\_\_\_\_

**STATE OF CALIFORNIA**  
**Department of Transportation**

By \_\_\_\_\_  
**Chief, Office of Project Implementation**  
**Division of Local Assistance**  
Date \_\_\_\_\_

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer *[Signature]*                      Date 5/3/2017                      \$148,500.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT



**SPECIAL COVENANTS OR REMARKS**

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature and the encumbrance of funds under this Agreement. Funding and reimbursement are available only upon the passage of the State Budget Act containing these STATE funds.
2. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work; any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

3. ADMINISTERING AGENCY agrees to comply with 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments.
4.
  1. This PROJECT is funded with State-Only funding from the Systemic Safety Analysis Report Program (SSARP). ADMINISTERING AGENCY agrees to administer PROJECT in accordance with the SSARP Guidelines under which the project was selected.
  2. The ADMINISTERING AGENCY agrees to follow all relevant State laws and requirements including the California Environmental Quality Act (CEQA).
  3. This PSA allows reimbursement of eligible PROJECT expenditures to the ADMINISTERING AGENCY for which the SSARP State funds are allocated. The effective State allocation date establishes the eligibility date for the ADMINISTERING AGENCY to start reimbursable work. Any work performed prior the effective allocation date is not eligible for reimbursement from the SSARP funds.
  4. ADMINISTERING AGENCY agrees that SSARP funds available for reimbursement will be limited to the amount allocated and encumbered by the STATE consistent with the

**SPECIAL COVENANTS OR REMARKS**

scope of work in the STATE approved application. Funds encumbered may not be used for a modified scope of work after a project is awarded unless approved by the Statewide SSARP Coordinator prior to performing work.

5. ADMINISTERING AGENCY agrees to the program delivery and reporting requirements established by the SSARP Guidelines. The study and the Systemic Safety Analysis Report (SSAR) must be completed within thirty-six (36) months of the funding allocation. The Final Report of Expenditure, the final invoice and the SSAR report must be submitted to the DLAE within six (6) months of the report completion.



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL  
VIA: CITY ADMINISTRATOR  
FROM: DIRECTOR OF COMMUNITY SERVICES  
DATE: JUNE 20, 2017  
SUBJECT: **AWARD OF CONTRACT FOR SENIOR TRANSPORTATION SERVICES TO KEOLIS TRANSIT SERVICES, LLC**

FISCAL  
IMPACT: EXPENSE: \$ 65,300  
OFFSETTING REVENUE: \$ 52,200 OCTA Measure M Funding  
\$ 13,100 Air Quality Management District Funds

### **SUMMARY:**

The City provides transportation service to the Senior Center Monday through Friday for seniors in the community. The Senior Mobility Program (SMP) also includes additional trips for seniors throughout Orange County. The City funds this program through a grant agreement with the Orange County Transportation Authority (OCTA) in which OCTA provides 80% of the annual operating cost and the balance is provided through Air Quality Management District (AQMD) grant funds.

The City currently has an agreement in the amount of \$68,600 with Keolis Transit Services, LLC. (Keolis) formerly known as Western Transit Systems (WTS) to provide senior transportation services through June 30, 2017. After reviewing bid proposals received for Senior Transportation Services, it has been determined that Keolis remains the most cost effective contractor for these services. This action will award a new one-year agreement to Keolis in a not-to-exceed amount of \$65,300 for Fiscal Year (FY) 2017-18 with the option to extend for two (2) additional one-year terms based upon contractor performance and at the discretion of the City.

### **RECOMMENDATION:**

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

1. Approve a Professional Services Agreement with Keolis Transit Services, LLC. for Senior Transportation Services in an amount not-to-exceed \$65,300 for an initial one (1) year contract term with the option to extend for two (2) additional one-year terms; and
2. Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney; and

**1.g.**  
**June 20, 2017**

3. Authorize the City Administrator to approve the eligible contract term extensions for two (2) additional one-year terms, based upon contractor performance and at the discretion of the City.

**DISCUSSION:**

The City currently provides an average of over 4,000 trips per FY for seniors from their homes to the Senior Center and to other locations throughout Orange County in accordance with the SMP. The services provided beyond the base bid of \$56,500, would include additional in-County trips for seniors to be determined on an as-needed basis. The program is funded utilizing grant funds from the OCTA and AQMD.

On May 23, 2017 the City received two (2) proposals from Keolis and MV Transportation, Inc. to provide daily transportation services for seniors in the community to the Placentia Senior Center. In addition to the aforementioned proposals, there were also two (2) non-responsive bidders. Currently, Keolis is providing senior transportation services to the City. After review of the proposals received, the lowest bidder remains Keolis for a total amount of \$56,500 per year. The following table provides the bid amounts received from each contractor:

<b>Contractor</b>	<b>Proposal Amount</b>
Keolis Transit Services, LLC.	\$56,500/year
MV Transportation, Inc.	\$74,760/year
California Yellow Cab	Non responsive
Nada Bus, Inc.	Non responsive

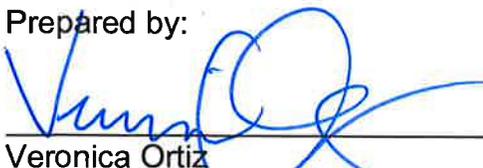
Based on the low bid received, staff recommends the City Council award a one (1) year contract to Keolis for a not-to-exceed amount of \$65,300. If the contract is approved, Keolis will continue providing these services under a new professional services agreement beginning July 1, 2017.

**FISCAL IMPACT:**

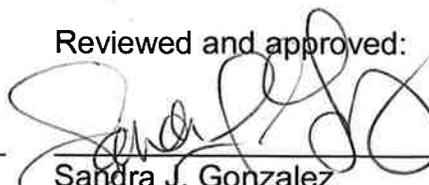
The agreement with Keolis is for a not-to-exceed amount of \$65,300. The term of the agreement is for one (1) year with the option to extend for two (2) additional one-year terms based upon contractor performance and at the discretion of the City. Funding for Senior Transportation services has been included in the proposed FY 2017-18 Budget.

The Keolis agreement includes providing the vehicles, drivers (qualified and specifically trained), gas, maintenance, dispatch services, and insurance. The services will be funded as follows: \$52,200 from the OCTA Senior Mobility Program grant; \$13,100 from AQMD Funding. No General Fund dollars will be used for this program.

Prepared by:

  
Veronica Ortiz  
Community Services Supervisor

Reviewed and approved:

  
Sandra J. Gonzalez  
Director of Community Services

Reviewed and approved:

  
\_\_\_\_\_  
Shally Lin  
Interim Finance Director

Reviewed and approved:

  
\_\_\_\_\_  
Damien R. Arrula  
City Administrator

Attachment:  
Professional Services Agreement

**CITY OF PLACENTIA  
PROFESSIONAL SERVICES AGREEMENT  
KEOLIS TRANSIT SERVICES, LLC.**

THIS AGREEMENT is made and entered into this 20th day of June, 2017 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and KEOLIS TRANSIT SERVICES, LLC., a California corporation ("Consultant").

**WITNESSETH:**

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide senior transportation services with respect to the the Senior Mobility Program, 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 Scope of Services, 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," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's total compensation shall not exceed Sixty Five Thousand Three Hundred Dollars (\$65,300.00).

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.

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 June 30th, 2018 with two potential one year extensions available at the sole discretion of the City Administrator, 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:

Keolis Transit Services, LLC.  
6053 W. Century Blvd, Suite 900  
Los Angeles, CA 90045  
Tel: (310) 981-9500

Attn: Sandi Hill

IF TO CITY:

City of Placentia  
401 E. Chapman  
Placentia, CA 92870  
Tel: (714) 993-8189

Attn: Veronica Ortiz

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 arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant 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, recklessness, or willful misconduct 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, recklessness, or willful 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 negligence, recklessness, or willful misconduct of 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

\_\_\_\_\_  
Craig Green, Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
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:

\_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

APPROVED AS TO INSURANCE:

\_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Project Manager

Date: \_\_\_\_\_

DEPARTMENTAL APPROVAL

\_\_\_\_\_ Date: \_\_\_\_\_  
Sandra J. Gonzalez, Director of Community Services

**EXHIBIT A**  
**SCOPE OF SERVICES**



May 25, 2017

Veronica Ortiz  
Community Services Supervisor  
401 E. Chapman Ave.  
Placentia, CA 92870

Dear Ms. Ortiz

Thank you for allowing Keolis to provide transportation services for Placentia residents. We are extremely proud of this service and are very interested in continued service.

As you know, this operation provides a vital service for the residents of the city. We very much appreciate the opportunity to continue operations with a one year extension on the senior transportation effective July 1, 2017 – June 30, 2018.

We have calculated costs going forward and are prepared to operate the next 12 months with a nominal increase to account for rising wage and healthcare costs. The new hourly rate proposed is \$56.42 for Senior Transportation Services. Our driver's familiarity with the service area, and more importantly, the passengers, facilitates the provision of customer service excellence. In addition, we assure you that safety will continue to be a priority for our team.

We look forward to a continued partnership with the City of Placentia. Feel free to contact me with any questions or comments you may have at 310-303-2512.

Sincerely,

*Sandi Hill*  
Sandi Hill  
VP of Business Development

**EXHIBIT B**  
**CERTIFICATES OF INSURANCE**



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
City of Placentia, its elected and appointed officers, officials, employees and agents	All locations where you are performing operations for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

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

**C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we

will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
City of Placentia, its elected and appointed officers, officials, employees and agents	All locations where you perform work for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



## NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSURED

Named Insured Keolis America Inc, et al			Endorsement Number
Policy Symbol HDO	Policy Number G2786756A	Policy Period 6/1/17 to 6/1/18	Effective Date of Endorsement 6/1/17
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. COMMERCIAL GENERAL LIABILITY COVERAGE

#### Schedule

#### Organization

#### Additional Insured Endorsement

City of Placentia, its elected and appointed officers, officials, employees and agents

*(If no information is filled in, the schedule shall read: "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)*

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to Section IV.4.a:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss on a primary basis and we will not seek contribution from the other insurance available to the Additional Insured.

---

Authorized Agent

**ADDITIONAL INSURED –  
DESIGNATED PERSONS OR ORGANIZATIONS**

Named Insured Keolis America, Inc, et al			Endorsement Number 1
Policy Symbol ISA	Policy Number H09059763	Policy Period 06/01/2017 to 06/01/2018	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**BUSINESS AUTO COVERAGE FORM  
 AUTO DEALERS COVERAGE FORM  
 MOTOR CARRIER COVERAGE FORM  
 EXCESS BUSINESS AUTO COVERAGE FORM  
 EXCESS TRUCKERS COVERAGE FORM**

Additional Insured(s): City of Placentia, its elected and appointed officers, officials, employees

- A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
1. You.
  2. Any of your "employees" or agents.
  3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.

---

Authorized Representative

**NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSUREDS**

Named Insured Keolis America Inc, et al			Endorsement Number
Policy Symbol ISA	Policy Number H09059763	Policy Period 6/1/17 to 6/1/18	Effective Date of Endorsement 6/1/17
Issued By (Name of Insurance Company) <b>ACE American Insurance Company,</b>			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
AUTO DEALERS COVERAGE FORM**

**Schedule**

Organization

Additional Insured Endorsement

City of Placentia, its elected and appointed officers, officials, employees and agents

*(If no information is filled in, the schedule shall read: "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)*

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to the Other Insurance Condition under General Conditions:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss on a primary basis and we will not seek contribution from the other insurance available to the Additional Insured.

\_\_\_\_\_  
Authorized Representative



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: JUNE 20, 2017

SUBJECT: **SOLID WASTE HANDLING SERVICES RATE ADJUSTMENT AND RELATED RESOLUTIONS FOR FISCAL YEAR 2017-18**

FISCAL  
IMPACT: EXPENSE: N/A  
OFFSETTING REVENUE: N/A

### **SUMMARY:**

The City previously entered into a Franchise Agreement with Republic Waste Services of Southern California, LLC (Republic), for solid waste and recycling services. Solid waste rates are reviewed annually to determine if any adjustments are required. The last residential rate adjustment took place on July 1, 2016. Republic is proposing an adjustment to residential and commercial rates effective July 1, 2017. The recommended action approves solid waste handling rates for both residential and commercial customers, authorizes the placement of revised residential rates on the County of Orange tax roll for Fiscal Year (FY) 2017-18, and approves an amendment to the Agreement which includes the proposed rate schedule.

### **RECOMMENDATION:**

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

1. Adopt Resolution No. R-2017-XX, A Resolution of the City Council of the City of Placentia, California approving rates for solid waste handling services; and
2. Adopt Resolution No. R-2017-XX, A Resolution of the City Council of the City of Placentia, California authorizing and determining residential solid waste handling service charges and directing placement thereof on the Orange County tax rolls; and
3. Approve Amendment No. 7 to the Amended, Revised and Restated Agreement for Solid Waste Handling Services; and
4. Authorize the City Administrator to execute all the necessary documents, in a form approved by the City Attorney.

**1.h.**  
**June 20, 2017**

**DISCUSSION:**

**Residential and Commercial Waste Rates**

In accordance with the City’s current waste hauling franchise agreement with Republic, the company is entitled to an annual rate adjustment to account for inflation. The agreed upon methodology for making this adjustment is determined by the Consumer Price Index (CPI) as stated in § 24.3 of the Agreement. Republic is allowed to adjust the rates in July of each year based on any change in the CPI for all Urban Consumers for the twelve (12) month period ending January 31<sup>st</sup> of each year. The change in CPI for the most recent twelve (12) month period was 2.11%. Republic’s adjusted fees represent a 2.05% increase for single family residential accounts and a 2.04% increase for commercial accounts. The adjusted residential and commercial rates would go into effect July 1, 2017 as outlined in the attached Exhibit A.

Another component of the rate includes landfill “tipping fees,” which are passed through directly to the customer. Beginning in 2010, the County of Orange (County) increased the landfill gate tipping fees from \$22.00 per ton to \$31.37 per ton. In 2016, the landfill gate tipping fees were increased again to \$32.96 per ton. This year, the County has increased the fee to \$33.50, which represents a 1.64% increase. The proposed 2017-18 residential and commercial rate schedule reflects this cost increase associated with the disposal of refuse at landfills operated and maintained by the County.

Thus, the total adjusted rate, which includes the tipping fee increase, will increase residential solid waste rates by \$0.48 per month. Commercial solid waste rates will experience an increase of \$3.22 per month.

<b>Waste Rate Summary - 2017</b>				
<b>Residential Rate:</b>	<b>FY 16-17</b>	<b>FY 17-18</b>	<b>Difference per month</b>	<b>Percentage Increase</b>
<b>Single Family</b>	\$23.51	\$23.99	\$0.48	2.05%
<b>Commercial Waste Rate:</b>	<b>FY 16-17</b>	<b>FY 17-18</b>	<b>Difference per month</b>	<b>Percentage Increase</b>
<b>3 Yard 1X Per Week</b>	\$157.97	\$161.19	\$3.22	2.04%

**Commercial Recycling Rates**

In 2012, the State enacted AB 341 which mandates that businesses or multifamily residential dwellings of five (5) units or more that generate four (4) cubic yards or more of solid waste per week shall dedicate specific dumpsters for recyclable materials. The collection of additional dumpsters and processing the materials contained inside have resulted in increased operating costs for Republic. The added costs as a result of the State mandate as well as required outreach and marketing efforts are currently being absorbed by Republic. Republic asserts that the current service rate charged for the 3 yard commercial recycle container is no longer reflective of the actual cost for providing this service. Thus, Republic proposes to increase the collection fee for a commercial 3 yard recycle container by \$2.83 per month for 1 collection per

week, \$4.36 for 2 collections per week and \$5.89 for 3 collections per week, in order to recover their costs for this particular service. The proposed rate increase will affect a total of 39 commercial customers.

Upon further review of the waste versus recycle commercial account cost, staff predicts a significant reduction or elimination of recycling accounts. The reduction or elimination of existing commercial accounts will ultimately effect the City's required landfill diversion rate. A quarterly review of secondary market recycling reports will help monitor current recycling trends and adjust commercial recycle rates as needed.

Commercial Recycling Rate Summary - 2017					
Commercial Recycle Rates:	# of Customers	FY 16-17	FY 17-18	Difference per month	Percentage Increase
1 collection per week	24	\$134.30	\$137.13	\$2.83	2.11%
2 collections per week	14	\$206.86	\$211.22	\$4.36	2.11%
3 collections per week	1	\$279.42	\$285.31	\$5.89	2.11%

The City Council Recycling Subcommittee met with representatives from Republic and City Staff on May 9, 2017 to discuss the proposed schedule of rates. The Recycling Subcommittee discussed the justification for the increase and found that it is consistent with the Agreement. Staff is recommending that City Council adopt the attached Resolutions and Amendment to the Franchise Agreement.

Prepared by:



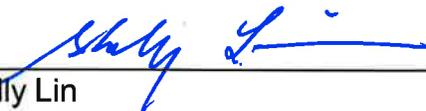
Ivette Rodriguez  
 Management Analyst

Reviewed and approved:



Luis Estevez  
 Director of Public Works

Reviewed and approved:



Shally Lin  
 Interim Finance Director

Reviewed and approved:



Damien R. Arrula  
 City Administrator

Attachments:

1. Resolution Approving Rates
2. Resolution Authorizing Residential Billing on the Orange County Tax Roll
3. Amendment No. 7 to Amended, Revised, and Restated Agreement for Solid Waste Handling Services
4. Exhibit "A"- Rate Summary

**RESOLUTION NO. R-2017-33**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF PLACENTIA, CALIFORNIA APPROVING RATES FOR  
SOLID WASTE HANDLING SERVICES**

**A. Recitals.**

(i). The Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 ("AB 939"), has declared that it is in the public interest to authorize and require local agencies to make adequate provision for the disposal of all solid waste within their jurisdictions.

(ii). Pursuant to California Public Resources Code §40059 (a)(1), the City Council of the City of Placentia has determined that the public health, safety, and welfare require that an exclusive franchise agreement be awarded to qualified solid waste enterprise for solid waste handling services within the City of Placentia ("City").

(iii). City and Contractor are mindful of the provisions of the laws governing the safe collection, transport, recycling, and disposal of solid waste, including AB 939, the Resource Conservation and Recovery Act ("RCRA"), and the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), all as may be amended from time to time hereinafter.

(iv). City desires, among other things, to ensure adequate landfill space remains available to meet the public's need for the safe handling and disposal of solid waste, and further desires to ensure its citizens do not incur undue costs in safely disposing of solid waste and has entered into that certain waste disposal agreement by and among various Orange County cities, including City, and the County of Orange, relating to the use of County landfills for the disposal of solid waste. Contractor has proposed to provide such services and take such actions as are necessary or desirable to ensure City complies with its obligations pursuant to the County Agreement, as the same may be amended from time to time hereinafter.

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

**B. Resolution.**

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

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

2. Solid waste handling service charges for residential and commercial services are set forth in "Exhibit A," attached hereto and incorporated by this reference as though fully set forth herein.

**APPROVED and ADOPTED this 20<sup>th</sup> day of June 2017.**

\_\_\_\_\_  
CRAIG S. GREEN, MAYOR

ATTEST:

\_\_\_\_\_  
PATRICK J. MELIA, CITY CLERK

I, PATRICK J. MELIA, CITY CLERK of the CITY OF PLACENTIA DO HEREBY CERTIFY that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 20<sup>th</sup> day of June 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

**RESOLUTION NO. R-2017-34**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
PLACENTIA, CALIFORNIA AUTHORIZING AND  
DETERMINING RESIDENTIAL SOLID WASTE HANDLING  
SERVICE CHARGES AND DIRECTING PLACEMENT THEREOF  
ON THE ORANGE COUNTY TAX ROLLS**

**A. Recitals.**

(i). Section 8.04.240 of the Placentia Municipal Code provides that the City Council may, by resolution, cause solid waste handling service charges be collected with the Orange County tax bills.

(ii). The City Council has received and analyzed proposed refuse collection charges for residential services and has determined appropriate residential solid waste handling service charges to be set for the 2017-18 Fiscal Year.

(iii). The City Council has determined that residential solid waste and handling service charges collected via the tax rolls affords the least costly mechanism for the residential taxpayers of the City of Placentia and users of the solid waste handling services.

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

**B. Resolution.**

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

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

2. Solid waste handling service charges for residential services are set forth in Exhibit "A," attached hereto and incorporated by this reference as though fully set forth herein.

3. Solid waste handling service charges for residential services be placed on the Orange County Property Tax Rolls for the Fiscal Year 2017-18, and such charges be collected in the same manner as the Property Tax.

4. A copy of this Resolution shall forthwith be transmitted by the City Clerk to the Auditor-Controller of the County of Orange.

**PASSED, ADOPTED and APPROVED this 20<sup>th</sup> day of June 2017.**

\_\_\_\_\_  
CRAIG S. GREEN, MAYOR

ATTEST:

\_\_\_\_\_  
PATRICK J. MELIA, CITY CLERK

I, PATRICK J. MELIA, CITY CLERK of the CITY OF PLACENTIA DO HEREBY CERTIFY that the foregoing Resolution No. R-2017-xx was adopted at a regular meeting of the City Council held on the 20<sup>th</sup> day of June 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

**AMENDMENT NO. 7 TO AMENDED, REVISED AND RESTATED  
AGREEMENT FOR SOLID WASTE HANDLING SERVICES**

This Amendment No. 7 to that certain Amended, Revised and Restated Agreement for Solid Waste Handling Services (“Amendment”) is made and entered into as of the 1<sup>st</sup> day of July, 2017, by and between City of Placentia, a Charter City and municipal corporation (“City”) and Republic Waste Services of Southern California, LLC, a wholly owned subsidiary of Republic Services, Inc. a Delaware Limited Liability Company, doing business as Placentia Disposal (“Contractor”). City and Contractor are sometimes hereinafter individually referred to as “Party” and collectively as the “Parties”.

**A. Recitals.**

(i). CITY and Contractor previously entered into that certain Amended, Revised and Restated Agreement for Solid Waste Handling Services, effective July 20, 2010 (“Agreement”) whereby Contractor is to provide solid waste handling services for City’s residents and commercial, industrial and municipal entities and agencies within the City.

(ii). City and Contractor have determined that this Amendment is required to provide for increased costs and expenses to be incurred in connection with solid waste handling services for City’s residents and commercial, industrial and municipal entities and agencies within the City.

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

**B. Agreement.**

1. In all respects as set forth in the Recitals, Part A., above.
2. Contractor shall continue to provide solid waste handling services for City’s residents and commercial, industrial and municipal entities and agencies within the City in accordance with the Agreement.
3. Exhibit “A” of the Agreement hereby is amended to reflect the rates and charges permitted to be charged by Contractor during the 2017-18 Fiscal Year as set forth in Exhibit “A” hereto captioned “City of Placentia Rate Summary – Effective July 1, 2017.”
4. All of the terms, conditions and provisions of the Agreement, unless specifically modified herein, shall continue in full force and effect.

5. In the event of any conflict or inconsistency between the provisions of this Amendment and the provisions of the Agreement, the provisions of this Amendment shall be controlling.

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

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

IN WITNESS WHEREOF, the Parties have caused Amendment No. 7 to the Agreement to be executed as of the date first written above.

CONTRACTOR

CITY

By: \_\_\_\_\_  
Dan Capener,  
General Manager

By: \_\_\_\_\_  
Damien R. Arrula  
City Administrator

ATTEST:

By: \_\_\_\_\_  
Patrick J. Melia,  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Christian L. Bettenhausen,  
City Attorney

**CITY OF PLACENTIA  
EXHIBIT "A" BACK-UP**

**JULY 1, 2017 ADJUSTED RATES**

247.155	Local CPI-U [12 Months January 2016]
252.373	Local CPI-U [12 Months January 2017]
<b>2.11%</b>	Local CPI-U Change [Adjustment in (B)]

\$32.96	Orange County Gate Fee July 2015
\$33.50	Orange County Gate Fee July 2016
<b>1.64%</b>	Orange County Gate Fee Change [Adjustment in (E)]

	(A)	+	(B)	=	(C)	(D)	+	(E)	=	(F)	(G)	(H)	+	(I)	=	(J)	Net Percent	
	Service Fee		CPI Adj.		Adjusted Service Fee [(A)+(B)]	Orange Co. Landfill		Landfill Adjustment		Adjusted Landfill Cost [(D)+(E)]	Total Rate [(C)+(F)]	Franchise [15% of (G)]		Administrative [5% of (G)]		Fees Paid to Placentia	Rate Change	
<b>Residential</b>																		
Single Family	\$20.42		\$0.43		<b>\$20.85</b>	\$3.09		\$0.05		<b>\$3.14</b>	<b>\$23.99</b>	\$3.60		\$1.20		<b>\$4.80</b>	2.05%	
Additional Containers																		
Black "Trash" Container	\$5.37		\$0.11		<b>\$5.48</b>	\$3.09		\$0.05		<b>\$3.14</b>	<b>\$8.62</b>	\$1.30		\$0.43		<b>\$1.73</b>	1.94%	
Brown "Yard Waste" Container	\$4.66		\$0.10		<b>\$4.76</b>	n/a					<b>\$4.76</b>	\$0.71		\$0.24		<b>\$0.95</b>	2.11%	
Green "Recycling" Container	\$0.00		\$0.00		<b>\$0.00</b>	n/a					<b>\$0.00</b>	\$0.00		\$0.00		<b>\$0.00</b>	0.00%	
<b>Residential Special Services</b>																		
Residential Roll-Out Service	\$10.97		\$0.23		<b>\$11.20</b>	n/a					<b>\$11.20</b>	\$1.68		\$0.56		<b>\$2.24</b>	2.11%	
Extra Dump - All 3 Containers	\$23.30		\$0.49		<b>\$23.80</b>	n/a					<b>\$23.80</b>	\$3.57		\$1.19		<b>\$4.76</b>	2.11%	
Exchange of All 3 Containers	\$36.04		\$0.76		<b>\$36.80</b>	n/a					<b>\$36.80</b>	\$5.52		\$1.84		<b>\$7.36</b>	2.11%	
Container Replacement - Misuse	\$63.76		\$1.35		<b>\$65.11</b>	n/a					<b>\$65.11</b>	\$9.76		\$3.26		<b>\$13.02</b>	2.11%	
Residential Bulky-Item Pick-ups																		
Additional Pick-ups over 3x p/Year	\$45.10		\$0.95		<b>\$46.05</b>	n/a					<b>\$46.05</b>	\$6.91		\$2.30		<b>\$9.21</b>	2.11%	
Charge for each item over 10	\$6.44		\$0.14		<b>\$6.58</b>	n/a					<b>\$6.58</b>	\$0.99		\$0.33		<b>\$1.32</b>	2.11%	
Additional Fee Gas Recovery	\$45.10		\$0.95		<b>\$46.05</b>	n/a					<b>\$46.05</b>	\$6.91		\$2.30		<b>\$9.21</b>	2.11%	
Three Yard Containers																		
3 Days + Dump	\$83.38		\$1.76		<b>\$85.14</b>	\$5.46		\$0.09		<b>\$5.55</b>	<b>\$90.69</b>	\$13.61		\$4.53		<b>\$18.14</b>	2.08%	
Each Additional Day	\$6.81		\$0.14		<b>\$6.96</b>	n/a					<b>\$6.96</b>	\$1.04		\$0.35		<b>\$1.39</b>	2.11%	

**CITY OF PLACENTIA  
EXHIBIT "A" BACK-UP**

	(A) Service Fee	+	(B) CPI Adj.	=	(C) Adjusted Service Fee [(A)+(B)]	(D) Orange Co. Landfill	+	(E) Landfill Adjustment	=	(F) Adjusted Landfill Cost [(D)+(E)]	(G) Total Rate [(C)+(F)]	(H) Franchise [15% of (G)]	+	(I) Administrative [5% of (G)]	=	(J) Fees Paid to Placentia	Net Percent Rate Change	
<b>Commercial</b>																		
Commercial Barrel (Each)																		
1 x p/wk (Max of Four)	\$17.94		\$0.38		<b>\$18.32</b>	\$5.71		\$0.09		<b>\$5.80</b>	<b>\$24.12</b>	\$3.61		\$1.21		<b>\$4.82</b>	2.00%	
Two Yard Containers																		
One Pick-up Only	\$107.36		\$2.27		<b>\$109.62</b>	\$15.80		\$0.26		<b>\$16.06</b>	<b>\$125.68</b>	\$18.86		\$6.28		<b>\$25.14</b>	2.05%	
Non-Scheduled Pick-up	\$51.08		\$1.08		<b>\$52.15</b>	\$3.65		\$0.06		<b>\$3.71</b>	<b>\$55.86</b>	\$8.38		\$2.79		<b>\$11.17</b>	2.08%	
Three Yard Containers																		
First Pick-up	\$134.30		\$2.84		<b>\$137.13</b>	\$23.67		\$0.39		<b>\$24.06</b>	<b>\$161.19</b>	\$24.18		\$8.06		<b>\$32.24</b>	2.04%	
Each Additional Pick-up Freq.	\$72.56		\$1.53		<b>\$74.09</b>	\$23.67		\$0.39		<b>\$24.06</b>	<b>\$98.15</b>	\$14.72		\$4.91		<b>\$19.63</b>	1.99%	
Non-Scheduled Pick-up	\$62.79		\$1.33		<b>\$64.11</b>	\$5.46		\$0.09		<b>\$5.55</b>	<b>\$69.66</b>	\$10.45		\$3.48		<b>\$13.93</b>	2.07%	
Three Yard Manure Containers																		
First Pick-up	\$134.30		\$2.84		<b>\$137.13</b>	\$35.66		\$0.58		<b>\$36.24</b>	<b>\$173.37</b>	\$26.00		\$8.67		<b>\$34.67</b>	2.01%	
Each Additional Pick-up Freq.	\$72.56		\$1.53		<b>\$74.09</b>	\$35.66		\$0.58		<b>\$36.24</b>	<b>\$110.33</b>	\$16.55		\$5.52		<b>\$22.07</b>	1.96%	
Non-Scheduled Pick-up	\$62.78		\$1.33		<b>\$64.10</b>	\$5.46		\$0.09		<b>\$5.55</b>	<b>\$69.65</b>	\$10.45		\$3.48		<b>\$13.93</b>	2.07%	
Three Yard Compactors																		
First Pick-up	\$165.69		\$3.50		<b>\$169.19</b>	\$58.45		\$0.96		<b>\$59.41</b>	<b>\$228.60</b>	\$34.29		\$11.43		<b>\$45.72</b>	1.99%	
Each Additional Pick-up Freq.	\$104.16		\$2.20		<b>\$106.36</b>	\$58.45		\$0.96		<b>\$59.41</b>	<b>\$165.77</b>	\$24.86		\$8.29		<b>\$33.15</b>	1.94%	
Non-Scheduled Pick-up	\$95.41		\$2.01		<b>\$97.42</b>	\$13.49		\$0.22		<b>\$13.71</b>	<b>\$111.13</b>	\$16.67		\$5.56		<b>\$22.23</b>	2.05%	
Four Yard Containers																		
First Pick-up	\$147.73		\$3.12		<b>\$150.85</b>	\$31.95		\$0.52		<b>\$32.47</b>	<b>\$183.32</b>	\$27.49		\$9.17		<b>\$36.66</b>	2.03%	
Each Additional Pick-up Freq.	\$79.82		\$1.69		<b>\$81.51</b>	\$31.95		\$0.52		<b>\$32.47</b>	<b>\$113.98</b>	\$17.10		\$5.70		<b>\$22.80</b>	1.98%	
Non-Scheduled Pick-up	\$69.06		\$1.46		<b>\$70.51</b>	\$7.37		\$0.12		<b>\$7.49</b>	<b>\$78.00</b>	\$11.70		\$3.90		<b>\$15.60</b>	2.07%	
Six Yard Containers																		
First Pick-up	\$154.44		\$3.26		<b>\$157.70</b>	\$47.36		\$0.78		<b>\$48.14</b>	<b>\$205.84</b>	\$30.88		\$10.29		<b>\$41.17</b>	2.00%	
Each Additional Pick-up Freq.	\$83.45		\$1.76		<b>\$85.21</b>	\$47.36		\$0.78		<b>\$48.14</b>	<b>\$133.35</b>	\$20.00		\$6.67		<b>\$26.67</b>	1.94%	
Non-Scheduled Pick-up	\$72.21		\$1.52		<b>\$73.74</b>	\$10.93		\$0.18		<b>\$11.11</b>	<b>\$84.85</b>	\$12.73		\$4.24		<b>\$16.97</b>	2.05%	

**CITY OF PLACENTIA  
EXHIBIT "A" BACK-UP**

	(A) Service Fee	+	(B) CPI Adj.	=	(C) Adjusted Service Fee [(A)+(B)]	(D) Orange Co. Landfill	+	(E) Landfill Adjustment	=	(F) Adjusted Landfill Cost [(D)+(E)]	(G) Total Rate [(C)+(F)]	(H) Franchise [15% of (G)]	+	(I) Administrative [5% of (G)]	=	(J) Fees Paid to Placentia	Net Percent Rate Change	
<b>Commercial</b>																		
Three Yard Construction Bin																		
First Pick-up	\$175.01		\$3.69		<b>\$178.70</b>	\$24.06		\$0.39		<b>\$24.45</b>	<b>\$203.15</b>	\$30.47		\$10.16		<b>\$40.63</b>	2.05%	
Each Additional Pick-up Freq.	\$85.44		\$1.80		<b>\$87.24</b>	\$23.67		\$0.39		<b>\$24.06</b>	<b>\$111.30</b>	\$16.69		\$5.57		<b>\$22.26</b>	2.01%	
Non-Scheduled Pick-up	\$62.79		\$1.33		<b>\$64.11</b>	\$5.46		\$0.09		<b>\$5.55</b>	<b>\$69.66</b>	\$10.45		\$3.48		<b>\$13.93</b>	2.07%	
Temp Three Yard Container - Non Profit																		
3 Days + Dump	\$78.17		\$1.65		<b>\$79.82</b>	\$5.46		\$0.09		<b>\$5.55</b>	<b>\$85.37</b>	\$12.80		\$4.27		<b>\$17.07</b>	2.08%	
Each Additional Day	\$6.61		\$0.14		<b>\$6.75</b>	n/a					<b>\$6.75</b>	\$1.01		\$0.34		<b>\$1.35</b>	2.11%	
<b>Commercial Recycle Containers</b>																		
Three Yard "Recycle" Containers																		
First Pick-up	\$134.30		\$2.84		<b>\$137.13</b>	n/a					<b>\$137.13</b>	\$20.57		\$6.86		<b>\$27.43</b>	2.11%	
Each Additional Pick-up Freq.	\$72.56		\$1.53		<b>\$74.09</b>	n/a					<b>\$74.09</b>	\$11.12		\$3.70		<b>\$14.82</b>	2.11%	
Non-Scheduled Pick-up	\$62.79		\$1.33		<b>\$64.11</b>	n/a					<b>\$64.11</b>	\$9.61		\$3.21		<b>\$12.82</b>	2.11%	
Contaminated Bin (Trash)	\$134.30		\$2.84		<b>\$137.13</b>	n/a					<b>\$137.13</b>	\$20.57		\$6.86		<b>\$27.43</b>	2.11%	
<b>Commercial Special Services</b>																		
Pull Out Service																		
First Pick-up	\$54.57		\$1.15		<b>\$55.72</b>	n/a					<b>\$55.72</b>	\$8.35		\$2.79		<b>\$11.14</b>	2.11%	
Each Additional Pick up Freq	\$54.57		\$1.15		<b>\$55.72</b>	n/a					<b>\$55.72</b>	\$8.35		\$2.79		<b>\$11.14</b>	2.11%	
Non-Scheduled Pick up	\$54.57		\$1.15		<b>\$55.72</b>	n/a					<b>\$55.72</b>	\$8.35		\$2.79		<b>\$11.14</b>	2.11%	
Surcharge - Sunday Service	\$12.53		\$0.26		<b>\$12.79</b>	n/a					<b>\$12.79</b>	\$1.92		\$0.64		<b>\$2.56</b>	2.11%	
Bin Exchange after One-Time p/Year	\$79.45		\$1.68		<b>\$81.13</b>	n/a					<b>\$81.13</b>	\$12.17		\$4.06		<b>\$16.23</b>	2.11%	
Redelivery of Bin(s) - Non Payment	\$80.55		\$1.70		<b>\$82.25</b>	n/a					<b>\$82.25</b>	\$12.34		\$4.11		<b>\$16.45</b>	2.11%	
Locking Latch Bins																		
Set-Up Cost	\$95.59		\$2.02		<b>\$97.61</b>	n/a					<b>\$97.61</b>	\$14.64		\$4.88		<b>\$19.52</b>	2.11%	
Monthly Maintenance Fee P/tip Freq.	\$2.12		\$0.04		<b>\$2.17</b>	n/a					<b>\$2.17</b>	\$0.32		\$0.11		<b>\$0.43</b>	2.11%	
Special Access / Code or Key Fee	\$10.60		\$0.22		<b>\$10.82</b>	n/a					<b>\$10.82</b>	\$1.62		\$0.54		<b>\$2.16</b>	2.11%	
Container Steam Cleaning after 1x/Year	\$102.04		\$2.15		<b>\$104.19</b>	n/a					<b>\$104.19</b>	\$15.63		\$5.21		<b>\$20.84</b>	2.11%	
Clean-Up/Disposal "Over the Top"	\$37.09		\$0.78		<b>\$37.87</b>	n/a					<b>\$37.87</b>	\$5.68		\$1.89		<b>\$7.57</b>	2.11%	
Commercial Bulky-Item Pick-ups																		
Basic Charge - Two Items	\$45.11		\$0.95		<b>\$46.06</b>	n/a					<b>\$46.06</b>	\$6.91		\$2.30		<b>\$9.21</b>	2.11%	
Charge for each item over Two	\$6.44		\$0.14		<b>\$6.58</b>	n/a					<b>\$6.58</b>	\$0.99		\$0.33		<b>\$1.32</b>	2.11%	
Additional Fee Gas Recovery	\$45.11		\$0.95		<b>\$46.06</b>	n/a					<b>\$46.06</b>	\$6.91		\$2.30		<b>\$9.21</b>	2.11%	

Tilt Hopper Monthly Rental	\$41.31	\$0.87	<b>\$42.18</b>	n/a	<b>\$42.18</b>	\$6.33	\$2.11	<b>\$8.44</b>	2.11%
Three Yard Bin Monthly Rental	\$52.96	\$1.12	<b>\$54.08</b>	n/a	<b>\$54.08</b>	\$8.12	\$2.70	<b>\$10.82</b>	2.11%

**CITY OF PLACENTIA  
EXHIBIT "A" BACK-UP**

	(A) Service Fee	+	(B) CPI Adj.	=	(C) Adjusted Service Fee [(A)+(B)]	(D) Orange Co. Landfill	+	(E) Landfill Adjustment	=	(F) Adjusted Landfill Cost [(D)+(E)]	(G) Total Rate [(C)+(F)]	(H) Franchise [15% of (G)]	+	(I) Administrative [5% of (G)]	=	(J) Fees Paid to Placentia	Net Percent Rate Change	
<b>Industrial Roll-Off Services</b>																		
<b>Permanent Services</b>																		
15-Yard Demo Container	\$354.85		\$7.49		\$362.34	\$197.76		\$3.24		\$201.00	\$563.34	\$84.50		\$28.17		\$112.67	1.94%	
15-Yard Demo Container - Clean Inerts	\$323.10		\$6.82		\$329.93	n/a					\$329.93	\$49.49		\$16.50		\$65.99	2.11%	
30-Yard Drop Off Container	\$335.49		\$7.08		\$342.57	\$164.80		\$2.70		\$167.50	\$510.07	\$76.51		\$25.50		\$102.01	1.96%	
30-Yard Container - Green Waste	\$465.63		\$9.83		\$475.46	n/a					\$475.46	\$71.32		\$23.77		\$95.09	2.11%	
40-Yard Compactor	\$421.47		\$8.90		\$430.37	\$230.72		\$3.78		\$234.50	\$664.87	\$99.73		\$33.24		\$132.97	1.94%	
<b>Temporary Services</b>																		
15-Yard Demo Container	\$362.41		\$7.65		\$370.06	\$197.76		\$3.24		\$201.00	\$571.06	\$85.66		\$28.55		\$114.21	1.94%	
15-Yard Demo Container - Clean Inerts	\$333.69		\$7.05		\$340.74	n/a					\$340.74	\$51.11		\$17.04		\$68.15	2.11%	
30-Yard Drop Off Container	\$352.45		\$7.44		\$359.89	\$164.80		\$2.70		\$167.50	\$527.39	\$79.11		\$26.37		\$105.48	1.96%	
30-Yard Container - Green Waste	\$476.23		\$10.05		\$486.28	n/a					\$486.28	\$72.95		\$24.31		\$97.26	2.11%	
Overweight Surcharge p/ton (Actual weight over 8 tons/load)																		
Trash Loads	\$17.24		\$0.36		\$17.60	\$32.96		\$0.54		\$33.50	\$51.10	\$7.66		\$2.56		\$10.22	1.80%	
Clean Inerts	\$31.79		\$0.67		\$32.46	n/a					\$32.46	\$4.87		\$1.62		\$6.49	2.11%	
Clean Green Waste	\$41.61		\$0.88		\$42.49	n/a					\$42.49	\$6.38		\$2.12		\$8.50	2.11%	
<b>Industrial Special Services</b>																		
Saturday Service - Per Pull	\$33.62		\$0.71		\$34.33	n/a					\$34.33	\$5.15		\$1.72		\$6.87	2.11%	
Mandatory Signature Required - Per Pull	\$5.30		\$0.11		\$5.41	n/a					\$5.41	\$0.81		\$0.27		\$1.08	2.11%	
Additional Days Temp R/O Per Day	\$12.87		\$0.27		\$13.14	n/a					\$13.14	\$1.97		\$0.66		\$2.63	2.11%	
Stand-By Hourly Rate	\$80.55		\$1.70		\$82.25	n/a					\$82.25	\$12.34		\$4.11		\$16.45	2.11%	
Relocation/Trip Charge/Dead Run	\$52.96		\$1.12		\$54.08	n/a					\$54.08	\$8.12		\$2.70		\$10.82	2.11%	
Packer "Turn-A-Round" Surcharge Per Pu	\$10.80		\$0.22		\$10.82	n/a					\$10.82	\$1.62		\$0.54		\$2.16	2.11%	
Heavy-Duty Truck Service - Per Pull	\$370.77		\$7.83		\$378.60	n/a					\$378.60	\$56.79		\$18.93		\$75.72	2.11%	
R/O Container Steam Cleaning after 1x/Ye	\$105.94		\$2.24		\$108.17	n/a					\$108.17	\$16.22		\$5.41		\$21.63	2.11%	
Storage Container Rental / Delivery	\$83.69		\$1.77		\$85.45	n/a					\$85.45	\$12.82		\$4.27		\$17.09	2.11%	
Storage Container Return \$10.00 + Per/Mi	\$1.17		\$0.02		\$1.19	n/a					\$1.19	\$0.18		\$0.06		\$0.24	2.11%	