Regular Meeting Agenda
September 19, 2017

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

Craig S. Green
Mayor

Chad P. Wanke
Mayor Pro Tem

Rhonda Shader
Council Member

Ward Smith
Council Member

Jeremy B. Yamaguchi
Council Member

Patrick J. Melia
City Clerk

Kevin A. Larson
City Treasurer

Damien R. Arrula
City Administrator

Christian L. Bettenhausen
City Attorney

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

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Mission Statement

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

Vision Statement

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

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

Procedures for Addressing the Council/Board Members

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

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

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

Special Accommodations

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

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

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

PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING AGENDA- CLOSED SESSION
September 19, 2017
5:00 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA

CALL TO ORDER:

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

ORAL COMMUNICATIONS:
At this time the public may address the City Council and Boards of Directors concerning any items on the Closed Session Agenda only. There is a five (5) minute time limit for each individual addressing the City Council and Boards of Directors.

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

1. Pursuant to Government Code Section 54956.9(d)(1):
   CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION
   Name of Case: Pike v. City of Placentia; Case CV-08-08586 DSF

2. Pursuant to Government Code Section 54956.9(d)(1):
   CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION
   Name of Case: Malone, et al vs. City of Placentia; Case No. 8:16-cv-1420

3. Pursuant to Government Code Section 54956.9(d)(1):
   CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
   Name of Case: 567 Melrose Street, LLC vs City of Placentia, et al; Case 30-2017-00909817-CU-EI-CXC)

4. Pursuant to Government Code Section 54956.8
   CONFERENCE WITH REAL PROPERTY NEGOTIATOR
   Property: 207-209 W. Crowther Avenue APN: 339-402-05; 07; 08; 11
   City Negotiator: Damien R. Arrula, City Administrator
   Negotiating Parties: Placentia Mutual Properties, LLC
   Under Negotiations: Price and Terms of Payment

5. Pursuant to Government Code Section 54956.9(d)(4):
   CONFERENCE WITH LEGAL COUNSEL – POTENTIAL LITIGATION
   Significant exposure to litigation: (2 cases)

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

PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING AGENDA
September 19, 2017
7:00 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA

CALL TO ORDER:

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

INVOCATION: Chaplain Kenneth Curry

PLEDGE OF ALLEGIANCE: Girl Scout Troop

PRESENTATIONS:

a. **Presentation of Placentia Police Department & Placentia Linda Hospital Pink Patch Project**
Presenter: Chief of Police Lenyi

b. **Proclamation for September 2017 as World Alzheimer's Awareness Month**
Recipient: Christine Schaefer, Volunteer, Alzheimer's Association Orange County
Presenters: Mayor Green and City Administrator Arrula

c. **Presentation of Citrus Pest and Disease Prevention Program**
Presenter: Paul Worlie, Government Relations & Public Affairs Specialist

CLOSED SESSION REPORT:

CITY ADMINISTRATOR REPORT:

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

CITY COUNCIL/BOARD MEMBER COMMENTS:

1. CONSENT CALENDAR (Items 1.a. through 1.h.):
All items on the Consent Calendar are considered routine and are enacted by one motion approving the recommended action listed on the Agenda. Any Member of the City Council and Boards of Directors or City Administrator may request an item be removed from the Consent Calendar for discussion. All items removed shall be considered immediately following action on the remaining items.

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

1.b. **City Fiscal Year 2017-18 Register for September 19, 2017**
Check Register
Fiscal Impact: $ 328,298.90
Electronic Disbursement Register
Fiscal Impact: $ 372,374.43

Recommended Action: It is recommended that the City Council:
1) Receive and file

1.c. **Modification to Residential Permit Parking Procedures and Guidelines to Ensure Compliance with Changes in State Law**
Fiscal Impact: There is no fiscal impact associated with the recommended action
Recommended Action: It is recommended that the City Council:
1) Approve the revised Residential Permit Parking Procedures and Guidelines per the recommendation of the Traffic Safety Commission for publication and distribution.

1.d. **Appropriations for Patrol Overtime Budget to Participate in the Office of Traffic Safety Grant – "Selective Traffic Enforcement Program (Step) for 2017-2018"**
Fiscal Impact: Expense: $80,000
Offsetting Revenue: $80,000 (Federal Grant)
($52,500 Budgeted FY 2017-18 Federal Grant)
($27,500 Amended Budget FY 2017-18 Federal Grant)
Recommended Action: It is recommended that the City Council:
1) Approve the acceptance of the Office of Traffic Safety grant in the form presented and direct the Chief of Police or his designee to complete the final paperwork; and
2) Adopt Resolution No. R-2017-XX, A Resolution of the City Council of the City of Placentia, California, Authorizing a Budget Amendment in Fiscal Year 2017-18 in compliance with City Charter of the City of Placentia §§ 1206 and 1209 Pertaining to Appropriations for Actual Expenditures.

1.e. **Agreement with Center for Public Safety Management, LLC to Conduct a Comprehensive Analysis and Efficiency Study of the Placentia Police Department**
Fiscal Impact: Expense: $55,100
Offsetting Revenue: $30,100 Public Safety CFD 2014-1, Non-General Fund Monies
Budgeted: $10,000 FY 2017-18 City Administration Management Consulting Services
$15,000 FY 2017-18 Human Resources Consulting Services
Recommended Action: It is recommended that the City Council:
1) Approve the expenditure for CPSM to conduct a comprehensive analysis of the Police Department, in an amount not-to-exceed $55,100; and
2) Authorize the City Administrator to execute all necessary documents, in a form approved by the City Attorney.

1.f. **Budget Update for the Edwin T. Powell Building Roof Replacement and Improvements**

Fiscal Impact: Expense: $135,000
Revenue: $112,000 Rehabilitation Reimbursements Fund
$ 15,000 Park In-Lieu Funds
$ 8,000 General Fund

Recommended Action: It is recommended that the City Council:

1) Adopt Resolution No R-2017-XX, A Resolution of the City Council of the City of Placentia, California, Authorizing the Amendment of the Fiscal Year 2017-18 Budget; and
2) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

1.g. **Second Reading of Ordinance No. O-2017-07 Adopting Zone Change 2017-03 and Zoning Code Amendment 2017-04 to Establish the Northeast Corner of Placentia Avenue and Crowther Avenue as Community Commercial (C-2) Zoning District with a "Height Overlay District (H65)" and New "H" Overlay Development Standards**

Fiscal Impact: Expected proceeds from the sale of a City-owned property within the project area subsequent to this action would be paid back to the General Fund. Additional potential economic benefits in the form of job creation, development impact fees, transient occupancy taxes, property taxes and sales tax.

Recommended Action: It is recommended that the City Council:

1) Waive full reading, by title only, and adopt Ordinance No. O-2017-07, an Ordinance of the City Council of the City of Placentia, California adding Chapter 23.61 entitled "Height Overlay Districts" and amending the Official Zoning Map of the City of Placentia for the Project Area from "C-M" and "M" to "C-2-H65" (Community Commercial – Height Overlay District).

HOUSING SUCCESSOR AGENCY CONSENT CALENDAR:

1.h. **Agreement with Kosmont Realty Corporation for Real Estate Brokerage Services and 33433 Summary Report for Housing Successor Agency Properties Located at 229 Alta Street (APN: 339-061-10) and 229 Main Street (APN 339-364-18)**

Fiscal Impact: Expense: $TBD (Brokerage Services & 33433 Report)
Offsetting Revenue: $TBD (Sale of the Properties)
No General Fund Dollars will be used for this project

Recommended Action: It is recommended that the City Council:

1) Approve Resolution RSA-2017-XX, A Resolution of the City Council of the City of Placentia, California, Acting as the Housing Successor Agency to the Placentia Redevelopment Agency of the City of Placentia Approving a Professional Services Agreement with Kosmont Realty Corporation for Real Property Brokerage Services and a 33433 Summary Report for 229 Alta Street and 229 Main Street; and
2) Award a Professional Services Agreement to Kosmont Realty Corporation for Real Property Brokerage Services and a 33433 Summary Report for 229 Alta Street and 229 Main Street; and
3) Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

2. PUBLIC HEARING:

2.a **Zoning Code Amendment 2017-05 Adding Chapter 23.83 to Title 23 (Zoning) of the Placentia Municipal Code to Regulate Wireless Telecommunications Facilities within the Public Right-of-Way**

Fiscal Impact: No fiscal impacts are anticipated with the review of this ordinance, however, potential revenue generated for the City would be at least $17,500 per fiscal year for the usage of 70 light poles and/or traffic signals for public right-of-way sites.

Recommended Action: It is recommended that the City Council:

1) Open the Public Hearing concerning Zoning Code Amendment 2017-05; and
2) Receive the Staff Report, consider all public testimony, ask any questions of Staff; and
3) Close the Public Hearing; and
4) Find that adoption of Zoning Code Amendment No. 2017-05 is exempt from environmental review pursuant to the provisions of the California Environmental Quality Act (CEQA), Section 15061(b)(3) in that the proposed Code Amendments are not expected to create a negative impact on the physical environment and it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment; and
5) Waive full reading, by title only, and introduce for first reading Ordinance No. O-2017-XX, an Ordinance of the City Council of the City of Placentia, California whereby Chapter 23.83 would be added to Title 23 (Zoning) of the Municipal Code to regulate wireless telecommunications facilities within the public Right-of-Way.

2.b **Development Plan Review (DPR) 2017-01, Vesting Tentative Tract Map (VTTM) 18118 and Development Agreement (DA) 2017-01 for 110 and 132 E. CROWTHER Avenue (The Placentia TOD Project, Llc C/O Ed Galigher)**

Fiscal Impact: Revenue: $2,399,000 Development Impact Fees
$200,000 Non-Refundable Deposit towards Development Impact Fees (July 2018)
Additional potential catalyst development impacts associated with permanent job creation, construction job creation, retail sales (sales tax revenue), future development and new property tax revenue.

Recommended Action: It is recommended that the City Council:

1) Open the Public Hearing concerning Development Plan Review No. 2017-01, Vesting Tentative Tract Map 18118 and Development Agreement 2017-01; and
2) Receive the Staff Report, consider all public testimony, ask any questions of Staff; and
3) Close the Public Hearing; and
4) Adopt Resolution No. R-2017-XX, a Resolution of the City Council of the City of Placentia adopting a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the project in accordance with the California Environmental Quality Act (CEQA) (Public Resources Code §§ 21000-21177) and pursuant to §15063 of Title 14 of the California Code of Regulations (CCR), approving Development Plan Review (DPR) No. 2017-01 to develop and operate a 215 unit multiple family residential development on a +/- 2.95 acre site located at 110 and 132 E. Crowther Avenie, Placentia, California; and
5) Waive full reading, by title only, and introduce for first reading Ordinance No.O-2017-XX, an Ordinance of the City Council of the City of Placentia, California, approving Development Agreement 2017-01 with the Placentia TOD Project Owner, LLC c/o Ed Galigher, related to the Development of the +/- 2.95 acre property located at 110 and 132 E. Crowther Avenue, Placentia, California (Development Agreement No. 2017-01).

(Item will be continued to Tuesday, October 3, 2017 at 7:00 p.m.)

2.c. **Adoption by Ordinance and Resolution of Citywide Development and Affordable Housing Linkage Fees**

Fiscal Impact: There is no immediate fiscal impact associated with the recommended actions. The adoption of new and revised development impact fees will not have an immediate impact on new or expanded revenues to the City until at which point new private development projects receive project entitlements from the City.

Recommended Action: It is recommended that the City Council:

1) Open the Public Hearing and continue the public hearing to Tuesday, October 3, 2017 at 7:00 p.m.

(Item will be continued to Tuesday, October 3, 2017 at 7:00 p.m.)

2.d. **Adoption by Ordinance and Resolution Development Impact Fees for the Transit Oriented Development/Packinghouse District**

Fiscal Impact: There is no immediate fiscal impact associated with the recommended actions. The adoption of new and revised development impact fees will not have an immediate impact on new or expanded revenues to the City until at which point new private development projects within the TOD/Packinghouse District receive project entitlements from the City.

Recommended Action: It is recommended that the City Council:

2) Open the Public Hearing and continue the public hearing to Tuesday, October 3, 2017 at 7:00 p.m.

3. REGULAR AGENDA:

3.a. **Citizens Fiscal Sustainability Task Force Final Report**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

1) Receive and File the Citizens Fiscal Sustainability Task Force Final Report and Staff's summary of revenue enhancement options; and
2) Provide feedback and direction on next steps for the Task Force and Staff; and
3) Direct the Task Force and Staff to conduct community outreach meetings in October and November, 2017 to provide information and collect community feedback on fiscal sustainability.

CITY COUNCIL/BOARD MEMBERS REQUESTS:

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

ADJOURNMENT:

The City Council/Successor Agency/ICDA Agency Board of Directors will adjourn to Tuesday, October 3, 2017 at 5:00 p.m.

TENTATIVE AGENDA FORECAST

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

- Cash Basis Fund Records and Transfer Policy
- Notice of Completion for Placentia Avenue Rehabilitation Project
- Professional Services Agreement for Systemic Safety Analysis Report Project
- County Bikeways and Trails Agreement
- Professional Services Agreement for Refuse Contract Audit and Operating Budget Amendment

CERTIFICATION OF POSTING

I, Rosanna Ramirez, Chief Deputy City Clerk of the City of Placentia and Assistant Secretary of the Industrial Commercial Development Authority and Successor Agency, hereby certify that the Agenda for the September 19, 2017 meetings of the City Council, Housing Successor Agency, and Industrial Commercial Development Authority was posted on September 14, 2017.

____

Rosanna Ramirez, Deputy Director of Administrative Services/
Chief Deputy City Clerk

City of Placentia
Check Register
For 09/19/2017

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Grand Total:	328,298.90				

Check Totals by ID	
AP	328,298.90
EP	0.00
IP	0.00
OP	0.00

Fund Name	Check Totals by Fund
101-General Fund (0010)	91,040.48
208-Sccssr Agncy Ret Oblg (0054)	141.84
211-PEG Fund (0058)	5,749.94
265-Landscape Maintenance (0029)	713.86
275-Sewer Maintenance (0048)	523.04
401-City Capital Projects (0033)	221,319.99
501-Refuse Administration (0037)	92.75
701-Special Deposits (0044)	8,717.00

Void Total: 0.00

Check Total: 328,298.90

Check Total: 328,298.90

City of Placentia
Check Register
For 09/14/2017

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	ACS GROUP V010560	80% BLDG PERMIT REFUND	100000-4166 Heat/Ventilation Air Cond	AP090717	60.00	B17-0057		00095507	09/07/2017
				Check Total:	60.00				
MW OH	ANAHEIM FULLERTON V006631	JULY TOWING SERVICES	103047-6181 Towing Services	AP090717	185.00	184589	P11131	00095508	09/07/2017
MW OH	ANAHEIM FULLERTON V006631	JULY TOWING SERVICES	103047-6181 Towing Services	AP090717	185.00	184630	P11131	00095508	09/07/2017
MW OH	ANAHEIM FULLERTON V006631	JULY TOWING SERVICES	103047-6181 Towing Services	AP090717	185.00	184633	P11131	00095508	09/07/2017
				Check Total:	555.00				
MW OH	AT & T V008736	8/27-9/26 INTERNET CHARGES	109595-6215 Telephone	AP090717	70.00	SEPT 2017		00095509	09/07/2017
				Check Total:	70.00				
MW OH	AT&T V004144	JULY-AUG PHONE CHARGES	109595-6215 Telephone	AP090717	1,624.82	082817		00095510	09/07/2017
MW OH	AT&T V004144	JULY-AUG PHONE CHARGES	296561-6215 Telephone	AP090717	507.11	082817		00095510	09/07/2017
				Check Total:	2,131.93				
MW OH	BORNSTEIN, IRWIN V010388	AUG FINANCIAL CONSULTING SVS	102020-6099 Professional Services	AP090717	11,093.75	254	P11111	00095511	09/07/2017
				Check Total:	11,093.75				
MW OH	CALIFORNIA STATE V006510	FEB CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP090717	109.05	17-162	P11098	00095512	09/07/2017
MW OH	CALIFORNIA STATE V006510	FEB CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP090717	248.38	17-182	P11098	00095512	09/07/2017
MW OH	CALIFORNIA STATE V006510	FEB CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP090717	96.50	17-196	P11098	00095512	09/07/2017
MW OH	CALIFORNIA STATE V006510	FEB CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP090717	198.37	17-204	P11098	00095512	09/07/2017

City of Placentia
Check Register
For 09/14/2017

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	CALIFORNIA STATE V006510	FEB CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP090717	533.56	17-205	P11098	00095512	09/07/2017
MW OH	CALIFORNIA STATE V006510	FEB CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP090717	1,642.12	17-206	P11098	00095512	09/07/2017
MW OH	CALIFORNIA STATE V006510	FEB CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP090717	198.38	17-257	P11098	00095512	09/07/2017
MW OH	CALIFORNIA STATE V006510	JULY CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP090717	1.80	17-845	P11098	00095512	09/07/2017
MW OH	CALIFORNIA STATE V006510	JULY CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP090717	91.81	17-848	P11098	00095512	09/07/2017
MW OH	CALIFORNIA STATE V006510	JULY CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP090717	542.30	17-850	P11098	00095512	09/07/2017
				Check Total:	**3,662.27**				
MW OH	CANON FINANCIAL SERVICES V008867	SEPT COPIER LEASE	109595-6175 Office Equipment Rental	AP090717	69.21	17699087		00095513	09/07/2017
				Check Total:	**69.21**				
MW OH	CITY OF PLACENTIA V000773	P.A.R.K.S MEETING SUPPLIES	104071-6301 Special Department Supplies	AP090717	25.82	090517		00095514	09/07/2017
MW OH	CITY OF PLACENTIA V000773	MEETING SUPPLIES	109595-6301 Special Department Supplies	AP090717	42.97	090517		00095514	09/07/2017
MW OH	CITY OF PLACENTIA V000773	P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	AP090717	77.21	090517		00095514	09/07/2017
MW OH	CITY OF PLACENTIA V000773	HISTORICAL BOOKS FOR LOBBY	109595-6301 Special Department Supplies	AP090717	39.98	090517		00095514	09/07/2017
				Check Total:	**185.98**				
MW OH	DOOLEY ENTERPRISES INC. V000347	AMMUNITION	103043-6162 Range Training	AP090717	11,481.30	54307	P11147	00095515	09/07/2017
				Check Total:	**11,481.30**				
MW OH	DRABEK, GARY	AUG RESERVE OFFICER STIPEND	103041-5005 / 50065-5005	AP090717	200.00	AUGUST 2017		00095516	09/07/2017

City of Placentia
Check Register
For 09/14/2017

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V004197		Salaries/Part-Time						
				Check Total:	200.00				
MW OH	EARLY, KRISTINA KAY V010466	8/21-30 PLANNING SERVICES	102531-6290 Dept. Contract Services	AP090717	1,860.00	1008	P11105	00095517	09/07/2017
				Check Total:	1,860.00				
MW OH	EVANS GUNSMITHING'S V003336	8/21, 8/25 RANGE FEES	103043-6162 Range Training	AP090717	1,210.00	8487		00095518	09/07/2017
				Check Total:	1,210.00				
MW OH	FENSTERMAKER, DANIEL V005067	AUG MEDIA PRODUCTION SVS	581573-6099 Professional Services	AP090717	5,505.50	PLA-17-008	P11109	00095519	09/07/2017
				Check Total:	5,505.50				
MW OH	FIFTH AVENUE CLEANERS V010431	AUG PD DRY CLEANING SVS	103041-6301 Special Department Supplies	AP090717	277.99	AUGUST 17		00095520	09/07/2017
				Check Total:	277.99				
MW OH	GILLIS, JOSEPH V008160	9/1 DIRECT DEPOSIT	103041-5001 Salaries/Full-Time Regular	AP090717	1,000.00	9117		00095521	09/07/2017
				Check Total:	1,000.00				
MW OH	GLASBY MAINT. SUPPLY CO V000445	JANITORIAL SUPPLIES	103654-6301 Special Department Supplies	AP090717	60.56	280031A		00095522	09/07/2017
				Check Total:	60.56				
MW OH	GST V009410	VMWARE LICENSE & SUPPORT	101523-6136 Software Maintenance	AP090717	1,861.51	INV9861	P11116	00095523	09/07/2017
				Check Total:	1,861.51				
MW OH	HALO CONFIDENTIAL V008544	JULY BACKGROUND SCREENINGS	103040-6290 Dept. Contract Services	AP090717	2,703.60	0085	P11127	00095524	09/07/2017
MW OH	HALO CONFIDENTIAL V008544	JULY PD TRAINING MGMT	103040-6290 Dept. Contract Services	AP090717	2,567.22	0086	P11127	00095524	09/07/2017
MW OH	HALO CONFIDENTIAL V008544	AUG BACKGROUND SCREENINGS	103040-6290 Dept. Contract Services	AP090717	2,911.50	0087	P11127	00095524	09/07/2017

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	HALO CONFIDENTIAL V008544	AUG PD TRAINING MGMT	103040-6290 Dept. Contract Services	AP090717	2,812.50	0088	P11127	00095524	09/07/2017
				Check Total:	**10,994.82**				
MW OH	ICMA RETIREMENT TRUST V010029	DEFERRED P/E 8/26 PD 9/1	0010-2170 Deferred Comp Payable - ICMA	AP090717	1,219.80	9117I		00095525	09/07/2017
MW OH	ICMA RETIREMENT TRUST V010029	DEFERRED P/E 8/26 PD 9/1	0029-2170 Deferred Comp Payable - ICMA	AP090717	38.00	9117I		00095525	09/07/2017
MW OH	ICMA RETIREMENT TRUST V010029	DEFERRED P/E 8/26 PD 9/1	0048-2170 Deferred Comp Payable - ICMA	AP090717	38.00	9117I		00095525	09/07/2017
MW OH	ICMA RETIREMENT TRUST V010029	DEFERRED P/E 8/26 PD 9/1	0054-2170 Deferred Comp Payable - ICMA	AP090717	61.74	9117I		00095525	09/07/2017
				Check Total:	**1,357.54**				
MW OH	KENNICUTT, JULIE V009725	SUMMER TUITION REIMBURSEMENT	109595-5150 Tuition Reimbursement	AP090717	2,786.22	082917		00095526	09/07/2017
				Check Total:	**2,786.22**				
MW OH	KOFMAN, SIGAL V010561	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP090717	73.00	18002551		00095527	09/07/2017
MW OH	KOFMAN, SIGAL V010561	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP090717	73.00	18003492		00095527	09/07/2017
MW OH	KOFMAN, SIGAL V010561	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP090717	73.00	20004218		00095527	09/07/2017
				Check Total:	**219.00**				
MW OH	MARTINEZ, AUSTIN V004930	PD TRAINIG MEALS,MILEAGE,PRKG	103041-6250 Staff Training	AP090717	282.07	AM091117		00095528	09/07/2017
				Check Total:	**282.07**				
MW OH	MC ELHINNEY, JAMES V003620	SPRING/SUMMER TUITION REIMBUSE	109595-5150 Tuition Reimbursement	AP090717	2,497.21	08302017		00095529	09/07/2017
				Check Total:	**2,497.21**				
MW OH	MCMURRAY STERN	40% PAYMENT FOR PD LOCKERS	333554-6185 / 62014-6185	AP090717	67,990.32	21425-1DEP	P11113	00095530	09/07/2017

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V006352		Construction Services						
				Check Total:	67,990.32				
MW OH	MV CHENG & ASSOCIATES V010389	AUG FINANCE DIRECTOR SVS	102020-6099 Professional Services	AP090717	20,405.00	083117	P11112	00095531	09/07/2017
MW OH	MV CHENG & ASSOCIATES V010389	AUG SR. ACCOUNTANT SVS	102020-6099 Professional Services	AP090717	5,330.00	083117	P11112	00095531	09/07/2017
				Check Total:	25,735.00				
MW OH	OFFICE INDUSTRIES V007477	RECYCLED PAPER	109595-6315 Office Supplies	AP090717	243.57	60505		00095532	09/07/2017
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	102020-6315 Office Supplies	AP090717	175.28	60519		00095532	09/07/2017
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	102020-6315 Office Supplies	AP090717	40.77	60523		00095532	09/07/2017
MW OH	OFFICE INDUSTRIES V007477	RECYCLED PAPER	109595-6315 Office Supplies	AP090717	211.57	60527		00095532	09/07/2017
				Check Total:	671.19				
MW OH	ORANGE COUNTY FIRE V000704	AUG PLAN CHECK CHARGES	0044-2055 Or Co Fire Auth/Pln Rev Depos	AP090717	417.00	PC207136		00095533	09/07/2017
				Check Total:	417.00				
MW OH	ORANGE COUNTY V007306	AUG PARKING CITATIONS	0044-2038 Parking Fines	AP090717	8,300.00	090617		00095534	09/07/2017
				Check Total:	8,300.00				
MW OH	PROCURE AMERICA V009591	SEPT PRINT MANAGEMENT SVS	109595-6137 Repair Maint/Equipment	AP090717	400.42	9-1736		00095535	09/07/2017
				Check Total:	400.42				
MW OH	SANTA ANA RIVER FLOOD V000943	AGENCY MEMBERSHIP DUES	101001-6255 Dues & Memberships	AP090717	1,300.00	080817		00095536	09/07/2017
				Check Total:	1,300.00				
MW OH	SHADER, RHONDA	TRAVEL PER DIEM	101001-6245	AP090717	300.00	090517		00095537	09/07/2017

City of Placentia
Check Register
For 09/14/2017

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010255		Meetings & Conferences						
				Check Total:	**300.00**				
MW OH	SOUND PRODUCTIONS V010132	MICROPHONE	581573-6301 Special Department Supplies	AP090717	244.44	0114385		00095538	09/07/2017
				Check Total:	**244.44**				
MW OH	SOUTHERN CALIFORNIA V010002	RELOCATE SCE POLES & SERVICE	333554-6185 / 61019-6185 Construction Services	AP090717	133,813.42	246521A	P11119	00095539	09/07/2017
				Check Total:	**133,813.42**				
MW OH	SOUTHERN CALIFORNIA V000910	JULY-AUG ELECTRICAL CHARGES	0010-1224 AR/City of Fullerton	AP090717	137.17	080317		00095540	09/07/2017
MW OH	SOUTHERN CALIFORNIA V000910	JULY-AUG ELECTRICAL CHARGES	109595-6330 Electricity	AP090717	1,926.76	080317		00095540	09/07/2017
MW OH	SOUTHERN CALIFORNIA V000910	JULY-AUG ELECTRICAL CHARGES	0010-1232 Accts Rec/City of Anaheim	AP090717	48.56	080317		00095540	09/07/2017
MW OH	SOUTHERN CALIFORNIA V000910	JULY-AUG ELECTRICAL CHARGES	296561-6330 Electricity	AP090717	118.48	080317		00095540	09/07/2017
				Check Total:	**2,230.97**				
MW OH	SPRINT V006533	AUG PD RELAY SERVICES	109595-6215 Telephone	AP090717	37.99	313574471-070		00095541	09/07/2017
				Check Total:	**37.99**				
MW OH	SPRINT V006126	AUG PD FRAME RELAY SVS	109595-6215 Telephone	AP090717	624.73	32080170000337		00095542	09/07/2017
				Check Total:	**624.73**				
MW OH	STAPLES ADVANTAGE V007323	OFFICE SUPPLIES	104070-6315 Office Supplies	AP090717	95.70	3349794417		00095543	09/07/2017
MW OH	STAPLES ADVANTAGE V007323	OFFICE SUPPLIES	104070-6315 Office Supplies	AP090717	38.02	3349794418		00095543	09/07/2017
				Check Total:	**133.72**				
MW OH	STUMFALL, CHRIS	COUNCIL CHAMBERS REMODEL SVS	333554-6185	AP090717	17,250.00	117	P11108	00095544	09/07/2017

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010532		Construction Services						
				Check Total:	**17,250.00**				
MW OH	SWANK MOTION PICTURES V004927	AUG MOVIES IN THE PARK RENTAL	104071-6299 / 79397-6299 Other Purchased Services	AP090717	1,303.00	RG 2371111		00095545	09/07/2017
MW OH	SWANK MOTION PICTURES V004927	AUG MOVIE IN THE PARK RENTAL	104071-6299 / 79397-6299 Other Purchased Services	AP090717	575.00	RG 2376968		00095545	09/07/2017
				Check Total:	**1,878.00**				
MW OH	TANALES, KRISTINE V010479	DEPOSIT REFUND - AGUIRRE	100000-4385 Facility Rental	AP090717	100.00	2001801.002		00095546	09/07/2017
				Check Total:	**100.00**				
MW OH	US BANK PARS #6746022400 V008781	PARS/ARS P/E 8/26 PD 9/1	0010-2126 Employee PARS/ARS W/H	AP090717	1,681.82	9117J		00095547	09/07/2017
MW OH	US BANK PARS #6746022400 V008781	PARS/ARS P/E 8/26 PD 9/1	0029-2131 Employer PARS/ARS Payable	AP090717	50.27	9117J		00095547	09/07/2017
MW OH	US BANK PARS #6746022400 V008781	PARS/ARS P/E 8/26 PD 9/1	0010-2131 Employer PARS/ARS Payable	AP090717	2,593.61	9117J		00095547	09/07/2017
MW OH	US BANK PARS #6746022400 V008781	PARS/ARS P/E 8/26 PD 9/1	0054-2131 Employer PARS/ARS Payable	AP090717	80.10	9117J		00095547	09/07/2017
MW OH	US BANK PARS #6746022400 V008781	PARS/ARS P/E 8/26 PD 9/1	0048-2131 Employer PARS/ARS Payable	AP090717	137.44	9117J		00095547	09/07/2017
MW OH	US BANK PARS #6746022400 V008781	PARS/ARS P/E 8/26 PD 9/1	0037-2131 Employer PARS/ARS Payable	AP090717	92.75	9117J		00095547	09/07/2017
				Check Total:	**4,635.99**				
MW OH	YAMAGUCHI, BRIAN V003248	AUG RESERVE OFFICER STIPEND	103041-5005 / 50065-5005 Salaries/Part-Time	AP090717	200.00	AUGUST 2017		00095548	09/07/2017
				Check Total:	**200.00**				
MW OH	YORBA LINDA WATER V006633	7/26-8/25 PD RELAY SVS	484356-6297 Billing Services	AP090717	347.60	204356		00095549	09/07/2017
				Check Total:	**347.60**				

City of Placentia
Check Register
For 09/14/2017

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	ORANGE COUNTY CLERK V009863	NOD FOR COMMERCIAL ZONE CHG	332531-6017 / 61086-6017 Special Studies	AP091317	2,266.25	CEQA FEES-A		00095550	09/14/2017
				Check Total:	**2,266.25**				
				Type Total:	**328,298.90**				
				Check Total:	**328,298.90**				

City of Placentia
Electronic Disbursement Register
For 09/19/2017

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
				Grand Total:	84,508.86				

EDR Totals by ID	
AP	0.00
EP	84,508.86
IP	0.00
OP	0.00

Fund Name	EDR Totals by Fund
101-General Fund (0010)	77,675.01
208-Sccssr Agncy Ret Oblg (0054)	573.66
265-Landscape Maintenance (0029)	851.36
275-Sewer Maintenance (0048)	3,364.13
501-Refuse Administration (0037)	1,608.86
601-Employee Health & Wlfre (0039)	435.84

Void Total:	0.00
EDR Total:	84,508.86

Electronic Disbursement Sub Totals:	84,508.86
ACH Payroll Direct Deposit for 09/15/17:	287,865.57
Electronic Disbursement Total:	372,374.43

City of Placentia
Electronic Disbursement Register
For 09/14/2017

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	AMERICAN FIDELITY V010011	P/E 8/26 PD 9/1	0010-2188 Health Care SSA	ACH091417	1,237.68	9117N		00009746	09/01/2017
EP	AMERICAN FIDELITY V010011	P/E 8/26 PD 9/1	0029-2188 Health Care SSA	ACH091417	5.04	9117N		00009746	09/01/2017
EP	AMERICAN FIDELITY V010011	P/E 8/26 PD 9/1	0037-2188 Health Care SSA	ACH091417	13.36	9117N		00009746	09/01/2017
EP	AMERICAN FIDELITY V010011	P/E 8/26 PD 9/1	0048-2188 Health Care SSA	ACH091417	8.77	9117N		00009746	09/01/2017
EP	AMERICAN FIDELITY V010011	P/E 8/26 PD 9/1	0010-2155 Per Sec Plan - Opt. Life	ACH091417	35.10	9117N		00009746	09/01/2017
EP	AMERICAN FIDELITY V010011	P/E 8/26 PD 9/1	0054-2188 Health Care SSA	ACH091417	15.94	9117N		00009746	09/01/2017
EP	AMERICAN FIDELITY V010011	P/E 8/26 PD 9/1	395000-2187 Voluntary Plan Life	ACH091417	435.84	9117N		00009746	09/01/2017
				Check Total:	**1,751.73**				
EP	EMPLOYMENT V010052	STATE TAXES P/E 8/26 PD 9/1	0029-2135 Calif Income Tax W/H	ACH091417	177.63	9117M		00009747	09/01/2017
EP	EMPLOYMENT V010052	STATE TAXES P/E 8/26 PD 9/1	0010-2135 Calif Income Tax W/H	ACH091417	15,568.88	9117M		00009747	09/01/2017
EP	EMPLOYMENT V010052	STATE TAXES P/E 8/26 PD 9/1	0037-2135 Calif Income Tax W/H	ACH091417	391.28	9117M		00009747	09/01/2017
EP	EMPLOYMENT V010052	STATE TAXES P/E 8/26 PD 9/1	0054-2135 Calif Income Tax W/H	ACH091417	132.99	9117M		00009747	09/01/2017
EP	EMPLOYMENT V010052	STATE TAXES P/E 8/26 PD 9/1	0048-2135 Calif Income Tax W/H	ACH091417	742.30	9117M		00009747	09/01/2017
				Check Total:	**17,013.08**				
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 8/26 PD 9/1	0010-2115 Employee Medicare W/H	ACH091417	5,874.19	9117L		00009748	09/01/2017
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 8/26 PD 9/1	0010-2110 Federal Income Tax W/H	ACH091417	49,047.77	9117L		00009748	09/01/2017

City of Placentia
Electronic Disbursement Register
For 09/14/2017

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 8/26 PD 9/1	0010-2120 Employer Medicare Payable	ACH091417	5,874.19	9117L		00009748	09/01/2017
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 8/26 PD 9/1	0054-2120 Employer Medicare Payable	ACH091417	33.85	9117L		00009748	09/01/2017
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 8/26 PD 9/1	0010-2125 Employee Social Sec W/H	ACH091417	18.60	9117L		00009748	09/01/2017
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 8/26 PD 9/1	0010-2130 Employer Soc Sec Payable	ACH091417	18.60	9117L		00009748	09/01/2017
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 8/26 PD 9/1	0029-2110 Federal Income Tax W/H	ACH091417	543.11	9117L		00009748	09/01/2017
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 8/26 PD 9/1	0029-2115 Employee Medicare W/H	ACH091417	62.79	9117L		00009748	09/01/2017
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 8/26 PD 9/1	0029-2120 Employer Medicare Payable	ACH091417	62.79	9117L		00009748	09/01/2017
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 8/26 PD 9/1	0037-2110 Federal Income Tax W/H	ACH091417	1,023.54	9117L		00009748	09/01/2017
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 8/26 PD 9/1	0037-2115 Employee Medicare W/H	ACH091417	90.34	9117L		00009748	09/01/2017
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 8/26 PD 9/1	0037-2120 Employer Medicare Payable	ACH091417	90.34	9117L		00009748	09/01/2017
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 8/26 PD 9/1	0048-2110 Federal Income Tax W/H	ACH091417	2,146.82	9117L		00009748	09/01/2017
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 8/26 PD 9/1	0048-2115 Employee Medicare W/H	ACH091417	233.12	9117L		00009748	09/01/2017
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 8/26 PD 9/1	0048-2120 Employer Medicare Payable	ACH091417	233.12	9117L		00009748	09/01/2017
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 8/26 PD 9/1	0054-2110 Federal Income Tax W/H	ACH091417	357.03	9117L		00009748	09/01/2017
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 8/26 PD 9/1	0054-2115 Employee Medicare W/H	ACH091417	33.85	9117L		00009748	09/01/2017

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
				Check Total:	65,744.05				
				Type Total:	84,508.86				
				Check Total:	84,508.86				

Placentia City Council
AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: SEPTEMBER 19, 2017

SUBJECT: **MODIFICATION TO RESIDENTIAL PERMIT PARKING PROCEDURES AND GUIDELINES TO ENSURE COMPLIANCE WITH CHANGES IN STATE LAW**

FISCAL IMPACT: There is no fiscal impact associated with the recommended action

SUMMARY:

Based on a the opinion of the California Attorney General (AG) regarding preferential parking permit programs excluding multi-family residential areas, and based on the advice of the City Attorney, a revised version of the City's Residential Permit Parking Procedures and Guidelines (Guidelines) has been prepared for City Council consideration. The City's current Guidelines do not allow multi-family dwellings to participate in the Residential Permit Parking program. The revised Guidelines include wording that specifically allows multi-family and single-family residences to participate on an equal basis in the program.

The Placentia Police Department has experienced a number of issues with the misuse and illegal sales of Guest Permits to out-of-area drivers, allowing them to park in established Permit Parking Zones. As a result, the Police Department has requested that the revised guidelines reduce the number of Guest Permits each dwelling unit can receive from five (5) to three (3) permits.

RECOMMENDATION:

It is recommended that City Council take the following action:

> Approve the revised Residential Permit Parking Procedures and Guidelines per the recommendation of the Traffic Safety Commission for publication and distribution.

DISCUSSION:

On April 14, 2016 the California AG issued an opinion stating that local jurisdictions cannot limit the issuance of residential parking permits to residents based on the type of housing unit they occupy. It was the AG's opinion that all residents, regardless of whether or not they live in a multi-family residential complex or in a single family home on a street with permit parking must have an equal ability to obtain permits independent of the type of dwelling they live in. This means that residences of apartment complexes and other multi-family dwellings have the same rights and privileges when it comes to permit parking as single-family homes.

The City's current Guidelines do not specifically address the issue of single vs. multi-family housing. In response to the AG opinion, Staff has worked with the City Attorney's Office, to revise the Guidelines to include wording which removes ambiguity regarding the ability of multi-family dwellings to participate in the formation and implementation of new Permit Parking Zones. The City's Traffic Safety Commission reviewed the proposed guidelines at its regularly scheduled meeting on May 22, 2017, and recommended approval of the revised guidelines. Going forward, residents living in apartment complexes located on the same street as single family homes wherein new permit parking restrictions are proposed to be implemented, will be able to participate in the Permit Parking Program. Each unit will be able to obtain one (1) parking permit for every vehicle registered to that apartment.

The Placentia Police Department has determined that too often Guest Permits are being either illegally sold or given to drivers who are not residents of the Permit Parking Zone. In order to combat this issue, the Police Department has requested that the number of Guest Permits that can be issued to any particular dwelling be reduced from the current limit of five (5) to a maximum of three (3) permits per dwelling unit.

FISCAL IMPACT:

No additional costs will be incurred by approval of this revised Residential Permit Parking Procedures and Guidelines.

Submitted by:

Rusty Beardsley, T.E.
Contract Traffic 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

Attachment:

Proposed Residential Permit Parking Guidelines and Procedures

CITY OF PLACENTIA
RESIDENTIAL PERMIT PARKING
PROCEDURES AND GUIDELINES
2017

INTRODUCTION

Permit parking in the City of Placentia is available to regulate and manage residential curb parking problems within the City. Although the City recognizes it is desirable to allow residents to park legally at any public curb location, it also recognizes the inconvenience that repetitive and long-term curb parking has on the affected residents. The goal is to create fair and equitable usage of residential curb parking areas.

The Permit Parking Program, established per California Vehicle Code (CVC) section 22507, authorizes the City Council to establish Permit Parking Areas by resolution. The Administrative Guidelines provide procedural and supplemental information for implementation of the program.

All types of residential dwellings are eligible for the designation of Permit Parking Zones pursuant to these Procedures and Guidelines.

EXISTING PERMIT PARKING ZONES

Existing permit parking zones shall remain in effect upon implementation of the revised program. Current permit holders shall be notified of the revised fee structure for individual annual permit renewals prior to their renewal date.

PROCEDURES FOR DESIGNATION OF PERMIT PARKING AREAS

Requests for designation of a Permit Parking Zone and review of the requests shall conform to the following procedures:

1. All requests shall be made by petition per the City's format (forms will be supplied by the City). Requests for Permit Parking Zones that apply to groups of streets or districts shall require separate petitions for each street.

2. Each petition shall contain:

    a. The signatures, printed names and addresses of residents/property owners representing the properties abutting the subject street and indicating their support for the proposed parking restriction.

    b. Name of the street to be considered for permit parking including the limits (cross-streets or measured segments) if less than the entire length.

    c. The residential type of each unit including the number of single-family residential units (R-1), low-medium density (R-2), medium density multifamily (R-G), high density multifamily (R-3) and/or residential planned community (RPC) on the street proposed for permit parking.

d. The requested time period and the days of the week.

e. The identified source of the parking demand (i.e., high school parking, commercial, etc.) that is interfering with the availability of parking to the residents.

3. A minimum of sixty-seven percent (67%) votes in support is required for the request to proceed to the Traffic Safety Commission for review. For purposes of calculating the sixty-seven percent (67%), if a majority of the residential units on the street proposed for permit parking are zoned R-1 or R-2, a single vote is allowed for each property. In this case, the property owner is authorized to request permit parking and/or vote for/against permit parking. If a majority of the residential units are zoned R-G, R-3 or RPC, then each residential unit is authorized to request permit parking and/or vote for/against permit parking. As used in these Policies and Procedures, "residential unit" means any residential address. Each dwelling unit with an apartment building or other multifamily building distinguished by a unit number shall be considered a residential unit.

4. Each residential unit shall be represented by one vote (multiple signatures for the same residential unit will count as one vote).

5. Completed petitions along with the application fee shall be delivered to: City of Placentia, 401 East Chapman Avenue, Placentia, CA 92870.

6. After the petition is received the City shall:

   a. Verify that each petition contains the required number of signatures (67%) indicating their **support** for permit parking.

   b. Obtain necessary traffic data such as parking patterns, field conditions, traffic counts, license plate studies, and any other relevant information as needed.

   c. Provide written notice to the identified source to inform them of the issue and possible implementation of parking permits in the area.

   d. Evaluate the effect on the source of the parking issues.

   e. Enter into discussions with the source of the parking issue and determine that no reasonable remedy exists other than permit parking.

7. The conditions of the subject street will be reviewed per the minimum criteria (see Exhibit A) and a staff report prepared for presentation to the Traffic Safety Commission ("Commission"). The report should include a determination that other solutions are not available and an analysis of what impacts may be created by displacing vehicles.

8. The Commission will review the subject street(s) and receive public comments. It will review the request and either deny the request or forward a recommendation to City Council to approve a resolution to implement the permit parking restriction.

9. Notice of review by the Commission and subsequent City Council meetings shall be provided to the residents, businesses, the school districts, and other property owners within the limits and within 300 feet of the subject area. The owner of the property or use that is generating the need for parking shall be notified if the information is available.

10. The City Council shall hold a public hearing to consider the proposal, together with the recommendation of the Commission. The City Council will either approve by resolution a permit parking zone/street(s) or deny the request. The decision of the City Council will be final and conclusive in all cases. For all denied requests, there shall be a 12 month waiting period before another petition for substantially the same area can be brought before the City Council.

11. The Public Works Director or the City Traffic Engineer will also have the right to submit a proposal for a permit parking zone. Any such proposal shall be subject to the same review by the Commission followed by City Council consideration, including a public hearing and approval by resolution, as set forth above. Notices shall be mailed to all affected parties as described in Section 8 above, based on street addresses and the latest available tax assessment roll or records in lieu of a petition.

12. Once the permit program is approved, written notification will be provided to the affected residents and property owners based on property addresses, the latest available tax assessment roll and known homeowners' associations. The notice shall be sent a minimum of 30 calendar days before enforcement begins advising them of the restrictions and any required actions such as obtaining permits.

13. Consideration of any removal of permit parking zones or portion of parking permit zones will require the same petition format with sixty-seven percent (67%) of votes in support of removal, a written request submitted to the City Traffic Engineer from private/public groups that can document impacts (processed by the Director if approved), or per the City's initiation with notices mailed to all affected residents and property owners per street address and the latest available tax assessment roll or records in lieu of a petition. There shall be the same reviews by the Traffic Safety Commission and approval by the City Council to permit public participation.

ADMINISTRATION OF PERMIT PARKING PROGRAM

Issuance of Permits

Once a residential permit parking zone or street(s) have been approved, it shall be the responsibility of the affected residents to obtain their parking and guest permit(s). All permits shall be renewed annually. All applicants shall furnish information required on forms provided by the City. This information shall include but is not limited to the following:

Full Name
Residential Address
Daytime Telephone Number
Make(s) and Model(s) of Vehicle(s)
License Plate Number(s) of Vehicle(s)

Copies of vehicle registration showing that the vehicle is registered at the subject address or to a name that is the same as a provided proof of residence (original current utility or telephone bill) shall be required.

Permits shall be stickers that can be affixed to the lower left corner of the rear window of the vehicle. Guest permits shall be hangers to be hung from the rear view mirror. All permits shall identify the Parking Permit Zone to which vehicle is assigned.

Where a Permit Parking Zone includes more than one street, the permit may be coded for purposes of enforcement. In all cases, the permits will remain valid only so long as the person to whom the permit is issued owns the vehicle and owns or controls the property, which qualifies the person for the permit. Each household will be issued the number of permits as authorized by the policy. Permits will not be granted for operating a business from a residential home.

Each residential unit shall be eligible to apply for one permit per vehicle registered to that address with a maximum of five permits per residential unit.

In addition, up to a maximum of three guest parking permits may be issued per residential unit. Such guest permits shall be non-transferable to other residents, shall only be valid within the Permit Parking Zone for which it was issued and shall not be used on vehicles registered to the household address.

Replacement permits are available for lost, stolen, or damaged permits for a nominal charge as outlined in the "Fees" section of this document; however, the City retains the right to refuse issuance if it is determined by the Police Chief that this privilege is being abused.

Temporary guest parking permits valid for a 24-hour period may be issued for one-time events such as parties or other social gatherings.

Each applicant must sign the application agreeing to the terms of the permit. Any person whose resident or guest parking permits have been revoked shall not be issued a new permit until expiration of a period of one year following the date of the revocation and the person has made the required application and paid the required fees.

Fees

Each petition submitted for establishment of a Permit Parking Zone shall be accompanied by an application fee of $30 per housing unit.

Each petition submitted for removal or reduction in the limits of an existing Permit Parking Zone shall be accompanied by a one-time fee of $1,400 per Zone.

The annual Parking Permit fee shall be $20 per permit up to a maximum of five (5) permits per household.

Guest permits shall be $20 per permit up to a maximum of three (3) per residential unit and may not be used for vehicles registered at the household address.

Temporary guest parking permits, valid for a 24-hour period, shall be $2 each.

Replacement permits shall be $20 per permit.

The fee for permits issued after March of each year shall be prorated to the number of quarters, including parts thereof, remaining in the year.

No annual fees shall be charged to residents who do not request permits.

Posting of Signs

It shall be the responsibility of the City to ensure that all streets designated for permit parking zones have signs indicating that such streets are regulated and require permits to park. Such signs shall be placed at appropriate intervals on the streets as determined by the Public Works Director. The signs will identify the parking restrictions applicable to the area as established by the City Council resolution.

Enforcement and Administrative Regulations

The following information is intended to describe both the enforcement policies that have been adopted by the City as well as other necessary administrative regulations. While these policies and regulations may change as parking conditions change, the City recognizes the following:

1. Parking in parking permit zones by the public at large may be allowed during special events that require additional parking upon the approval and at the sole discretion of the City Administrator or his/her designee. Examples of these special events include, but are not limited to, school graduations, 4th of July Celebration, and school open houses.

   The party responsible for the event shall:

   a. Make a written request to the City for the specific event, including the date and time requested.

   b. If approved by the City, the requesting party shall notify all residents in the Zone impacted by the upcoming event at least 10 days in advance.

   The City will cover the parking permit signs during the event and remove the covers after the event.

2. Exemptions shall be automatically granted on the following holidays; New Year's Day; Martin Luther King Day; Lincoln's Birthday; Presidents Day; Washington's Birthday; Memorial Day; 4th of July; Labor Day; Veterans Day; Thanksgiving Day and the day after; Christmas Eve; Christmas Day and New Year's Eve. Zones in close proximity to an official election polling location shall be exempt on Election Day.

3. The City does not have a "forgiveness" clause in its enforcement policy. Should a resident or guest forget to display or improperly display the appropriate resident or guest permit as required, a citation may be issued.

4. The provisions of the permit system notwithstanding, no vehicle shall be parked on the street in the zone continually over 72 hours or be exempted from other established vehicular restrictions such as fire hydrants, street sweeping or other parking regulations.

5. The City may revoke permits if abuses are noted by the Police Department. The first occurrence will involve a warning letter from the City. Should the abuse be noted a second time, all permits issued to the affected residence may be revoked. All revocation proceedings shall be handled by the Police Chief or his/her designee.

Typical examples of abuse include, but are not limited to: (1) parking with an illegible permit, (2) parking with counterfeit permits, and (3) transferring a permit to a vehicle not registered for that permit.

5. The City will attempt to recognize new arrivals in the area and should violations be noted, a courtesy warning may be issued. However, it is the responsibility of the property owner/tenant (new or old) to contact the City regarding any posted parking regulations on their street, and to obtain applicable permits.

6. For rental properties, the tenants must request the parking permits. Property owners not living in the dwelling will be eligible for temporary guest permits only upon providing proof of ownership of the subject property.

7. These permit requirements do not apply to:

   (a) Repair, maintenance, refuse collection, utility, fuel, delivery, and service vehicles being used in the course of business.

   (b) Vehicles owned or operated by any government agency, or contractor of a government agency, being used in the course of business.

   (c) Emergency life support and health care vehicles owned or operated by any governmental agency being used in the course of business.

EXHIBIT A

RESIDENTIAL PERMIT PARKING
MINIMUM CRITERIA

Upon receipt of a petition showing support for permit parking from 67% of the affected residents, the City shall collect data to determine if the locations meet the following minimum criteria:

1. 75 percent of the available public street parking spaces on the block, street, or area are occupied, as measured at hourly intervals throughout the peak problem hours; and

2. More than 50 percent of the parked vehicles at the peak problem hours are not registered to properties on the block or street, hereby defined as non-resident vehicles; and

3. The proposed Permit Parking Zone has logical limits continuing to the end of a block or other reasonable limits, since mid-block or partial restrictions are difficult to sign and enforce; and

4. The vehicle displacement caused by the proposed Parking Permit Zone will be reasonable in light of the overall parking considerations; and

5. The Police Department determines Permit Parking enforcement is feasible; and

6. No alternative solution to the parking problem is reasonably feasible or practical.

This information will be collected and presented to the Traffic Safety Commission for its review and recommendations to City Council.

Placentia City Council
AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: CHIEF OF POLICE

DATE: SEPTEMBER 19, 2017

SUBJECT: **APPROPRIATIONS FOR PATROL OVERTIME BUDGET TO PARTICIPATE IN THE OFFICE OF TRAFFIC SAFETY GRANT – "SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) FOR 2017-2018"**

FISCAL IMPACT: EXPENSE: $80,000.00
OFFSETTING REVENUE: $80,000.00 (FEDERAL GRANT)
($52,500 BUDGETED FY 2017-18 FEDERAL GRANT)
($27,500 AMENDED BUDGET FY 2017-18 FEDERAL GRANT)

SUMMARY:

The Police Department submitted a grant application to the State of California - Office of Traffic Safety (OTS) to acquire funds in order to actively enforce Driving Under the Influence (DUI) laws through DUI/DL (Drivers License) checkpoints, DUI Saturation Patrols, traffic enforcement operations, and other enforcement and educational means. OTS has completed the selection process for grant applications and the City of Placentia has been selected as a recipient. This action approves the acceptance of the OTS grant in the amount of $80,000 for Fiscal Year (FY) 2017-18 to begin scheduling future DUI checkpoints and saturation patrols and amends the FY 2017-18 budget to include said grant funds.

RECOMMENDATION:

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

1. Approve the acceptance of the Office of Traffic Safety grant in the form presented and direct the Chief of Police or his designee to complete the final paperwork; and

2. Adopt Resolution No. R-2017-XX, A Resolution of the City Council of the City of Placentia, California, Authorizing a Budget Amendment in Fiscal Year 2017-18 in compliance with City Charter of the City of Placentia §§ 1206 and 1209 Pertaining to Appropriations for Actual Expenditures.

DISCUSSION:

To enhance the City's traffic safety program, the Placentia Police Department (the "Department") submitted a grant proposal entitled "Selective Traffic Enforcement Program" (STEP) to the OTS. The primary goal of the project is to reduce the number of people killed in alcohol-related crashes by using direct enforcement and education. The program will allow for three (3) DUI/DL checkpoints, ten (10) saturation patrols, fifteen (15) traffic enforcement operations, four (4) distracted driving operations, four (4) bicycle and pedestrian enforcement operations, one (1) motorcycle safety enforcement operation, and two (2) Traffic Safety educational presentations to be conducted during a 12-month period.

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

The STEP grant is administered by OTS and covers personnel overtime costs to conduct the identified strategies from October 1, 2017 through September 30, 2018. There are a number of provisions and pre-determined goals that have been agreed to. Some of the terms and conditions of the grant include:

- To develop and/or maintain a "hot sheet" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions.

- To send law enforcement personnel to the following training: Standardized Field Sobriety Testing, Advanced Roadside Impaired Driving Enforcement, and Drug Recognition Expert.

- Grantees are reimbursed only for the actual overtime costs for checkpoint operations up to the contractual cost per checkpoint and up to the award amount. OTS-approved checkpoint supplies (cones, signage, vests, PAS (preliminary alcohol-screening) devices/supplies and lighting equipment) are reimbursable provided that the total cost of supplies, including tax and shipping, does not exceed the award.

FISCAL IMPACT:

The OTS grant will provide $80,000 for personnel and equipment costs associated with grant activities. The current Department overtime budget does not include the amount needed to fund the grant program during the fiscal year. A budget amendment in the amount stated is required to ensure funding while fulfilling the grant requirements, however the City would receive quarterly reimbursement payments from OTS. Additional revenue may occur due to fees, fines, penalty assessments, and emergency cost recovery associated with the OTS program activities.

Prepared by:

Captain Eric Point
Operations Division Commander

Reviewed and approved:

Darin Lenyi
Chief of Police

Reviewed and approved:

Shally Lin
Interim Finance Director

Reviewed and approved:

Damien R. Arrula
City Administrator

Attachments:

1. Resolution No. R-2017-XX Budget Appropriation
2. Office of Traffic Safety Grant Agreement.

RESOLUTION NO. R-2017-56

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING A BUDGET AMENDMENT IN FISCAL YEAR 2017-18 IN COMPLIANCE WITH CITY CHARTER OF THE CITY OF PLACENTIA §§ 1206 AND 1209 PERTAINING TO APPROPRIATIONS FOR ACTUAL EXPENDITURES.

A. Recitals.

(i). The adopted budget for the 2017-18 Fiscal Year sets out estimated appropriations for City expenses throughout the year.

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

(iii). City Charter of the City of Placentia § 1206 authorizes the City Council to amend or supplement the budget by motion adopted by the affirmative votes of at least three members so as to authorize the transfer of unused balances appropriated for one purpose to another purpose, or to appropriate available revenues not included in the budget. All other legal prerequisites to the adoption of this Resolution have occurred.

B. Resolution.

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

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

2. The adopted budget for Fiscal Year 2017-18, Resolution No. R-2017-35, is hereby amended to reflect the following expenditure of funds from the Account specified to the Account specified:

Fund	Description	Department	GL Account #	Amount	Type
Gen Fund	Overtime	Police Dept.	103041-5015	27,500.00	Expense
Gen Fund	Federal Grant Revenue		100000-4201	27,500.00	Revenue

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

PASSED, ADOPTED AND APPROVED this 19th day of September, 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 19th day of September, 2017 by the following vote:

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

PATRICK J. MELIA, CITY CLERK

APPROVED AS TO FORM:

CHRISTIAN BETTENHAUSEN, CITY ATTORNEY

State of California – Office of Traffic Safety
GRANT AGREEMENT

GRANT NUMBER
PT18115

1. **GRANT TITLE** **Selective Traffic Enforcement Program (STEP)**	
2. **NAME OF AGENCY** **Placentia**	3. **Grant Period**
4. **AGENCY UNIT TO ADMINISTER GRANT** **Placentia Police Department**	From: 10/01/2017 To: 09/30/2018

5. **GRANT DESCRIPTION**

Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary collision factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary collision factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian collisions, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.

6. **Federal Funds Allocated Under This Agreement Shall Not Exceed: $80,000.00**

7. **TERMS AND CONDITIONS:** The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement:

- Schedule A – Problem Statement, Goals and Objectives and Method of Procedure
- Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)
- Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable)
- Exhibit A – Certifications and Assurances
- Exhibit B* – OTS Grant Program Manual

*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto.

These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov.

We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

8. **Approval Signatures**

A. AUTHORIZING OFFICIAL OF DEPARTMENT

NAME: Darin Lenyi PHONE: 714-993-8191
TITLE: Chief of Police FAX: 714-524-3459
ADDRESS: 401 E. Chapman Avenue
Placentia, CA 92870
EMAIL: dlenyi@placentia.org

(Signature) *(Date)*

B. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY

NAME: Rhonda L. Craft PHONE: (916) 509-3030
TITLE: Director FAX: (916) 509-3055
ADDRESS: 2208 Kausen Drive, Suite 300
Elk Grove, CA 95758
EMAIL: rhonda.craft@ots.ca.gov

(Signature) *(Date)*

C. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY

NAME: Carolyn Vu
ADDRESS: 2208 Kausen Drive, Suite 300
Elk Grove, CA 95758

9. DUNS NUMBER

DUNS #: 040504417

REGISTERED ADDRESS: 401 E. Chapman Avenue

CITY: Placentia ZIP+4: 92870-6101

10. PROJECTED EXPENDITURES						
FUND	**CFDA**	**ITEM/APPROPRIATION**	**F.Y.**	**CHAPTER**	**STATUTE**	**PROJECTED EXPENDITURES**
402PT-18	20.600	0521-0890-101	2016	2016	23/16	$6,000.00
164-AL-18	20.608	0521-0890-101	2016	2016	23/16	$10,000.00
402PT-18	20.600	0521-0890-101	2017	2017	14/17	$24,000.00
164-AL-18	20.608	0521-0890-101	2017	2017	14/17	$40,000.00
				AGREEMENT TOTAL		**$80,000.00**

		AMOUNT ENCUMBERED BY THIS DOCUMENT **$80,000.00**
I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.		PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT **$ 0.00**
ACCOUNTING OFFICER'S SIGNATURE ✍	DATE SIGNED	TOTAL AMOUNT ENCUMBERED TO DATE **$80,000.00**

1. PROBLEM STATEMENT

Over the last few years, the City of Placentia has seen direct connection with not only the rise of fatalities and major collisions, but a rise in the part that alcohol and/or drugs have played in the collisions. The City of Placentia had one (1) fatal traffic collision between 2007 and 2011. In 2012, we had one (1) fatal traffic collision involving a driver who admitted to marijuana use prior to the collision occurring. In 2013, we had three (3) fatal traffic collisions, 2 of which driving under the influence was a factor. In 2014, our city had two (2) fatal traffic collisions. In one of the collisions, the deceased driver was found to be driving under the influence of alcohol and drugs. In 2015, we had two (2) fatal traffic collisions.

The Placentia Police Department's Traffic Bureau is currently staffed with one (1) Motor Sergeant and two (2) full-time Motor Officers. We also have one (1) Reserve Officer and two (2) Community Service Officers (CSO's) who oversee our impound lot operations. In addition, the Traffic Bureau is staffed with two (2) full-time Parking Control Officers (PCO's) and two (2) part-time Traffic Control Aides (TCA's) to assist with vehicle abatements/markings, collisions investigation and some criminal investigation reports. The CSO's, PCO's and TCA's are also utilized as support personnel during DUI/DL checkpoints and DUI saturations. Due to other staffing issues within the department, the Commercial Enforcement program had to be eliminated in order to staff patrol.

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

2. PERFORMANCE MEASURES

A. Goals:

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

B. Objectives:	Target Number
1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.	1
2. Participate and report data (as required) in the following campaigns, National Walk to School Day, NHTSA Winter & Summer Mobilization, National Bicycle Safety Month, National Click it or Ticket Mobilization, National Teen Driver Safety Week, National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Child Passenger Safety Week, and California's Pedestrian Safety Month.	10
3. Develop (by December 31) and/or maintain a " HOT Sheet" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated HOT sheets should be distributed	12

to patrol and traffic officers monthly.	
4. Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.	2
5. Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.	2
6. Send law enforcement personnel to the Drug Recognition Expert (DRE) training.	1
7. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.	3
8. Conduct DUI Saturation Patrol operation(s).	10
9. Conduct Traffic Enforcement operation(s), including but not limited to, primary collision factor violations.	15
10. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.	4
11. Conduct highly publicized Motorcycle Safety enforcement operation(s) in areas or during events with a high number of motorcycle incidents or collisions resulting from unsafe speed, DUI, following too closely, unsafe lane changes, improper turning, and other primary collision factor violations by motorcyclists and other drivers.	1
12. Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle collisions resulting from violations made by pedestrians, bicyclists, and drivers.	4
13. Conduct Traffic Safety educational presentations with an effort to reach community members. Note: Presentations may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.	2

3. METHOD OF PROCEDURE

A. Phase 1 – Program Preparation (1st Quarter of Grant Year)

- The police department will develop operational plans to implement the "best practice" strategies outlined in the objectives section.
- All training needed to implement the program should be conducted this quarter.
- All grant related purchases needed to implement the program should be made this quarter.
- In order to develop/maintain the "Hot Sheets," research will be conducted to identify the "worst of the worst" repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The Hot Sheets may include the driver's name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. Hot Sheets should be updated and distributed to traffic and patrol officers at least monthly.
- Implementation of the STEP grant activities will be accomplished by deploying personnel at high collision locations.
- Media Requirements
- Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.

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

- The police department will work to create media opportunities throughout the grant period to call attention to the innovative program strategies and outcomes.
- Media Requirements
- Send all grant-related activity press releases, media advisories, alerts and general public materials to the OTS Public Information Officer (PIO) at pio@ots.ca.gov, with a copy to your OTS Coordinator.
    - If an OTS template-based press release is used, the OTS PIO and Coordinator should be copied

when the release is distributed to the press. If an OTS template is not used, or is substantially changed, a draft press release shall be sent to the OTS PIO for approval. Optimum lead time would be 10-20 days prior to the release date to ensure adequate turn-around time.

    - Press releases reporting the results of grant activities such as enforcement operations are exempt from the recommended advance approval process, but still should be copied to the OTS PIO and Coordinator when the release is distributed to the press.
    - Activities such as warrant or probation sweeps and court stings that could be compromised by advanced publicity are exempt from pre-publicity, but are encouraged to offer embargoed media coverage and to report the results.
- Use the following standard language in all press, media, and printed materials: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator at least 30 days in advance, a short description of any significant grant-related traffic safety event or program so OTS has sufficient notice to arrange for attendance and/or participation in the event.
- Submit a draft or rough-cut of all printed or recorded material (brochures, posters, scripts, artwork, trailer graphics, etc.) to the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator for approval 14 days prior to the production or duplication.
- Include the OTS logo, space permitting, on grant-funded print materials; consult your OTS Coordinator for specifics.

C. <u>Phase 3 – Data Collection & Reporting</u> (Throughout Grant Year)

- Invoice Claims (due January 30, April 30, July 30, and October 30)
- Quarterly Performance Reports (due January 30, April 30, July 30, and October 30)
    - Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
    - Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
    - Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
    - Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

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

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
402PT	20.600	State and Community Highway Safety	$30,000.00
164AL	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	$50,000.00

COST CATEGORY	CFDA	TOTAL COST TO GRANT
A. PERSONNEL COSTS		
Positions and Salaries **Full-Time**		$0.00
Overtime DUI/DL Checkpoints	20.608	$24,000.00
DUI Saturation Patrols	20.608	$24,000.00
Traffic Enforcement	20.600	$18,750.00
Distracted Driving	20.600	$5,000.00
Motorcycle Safety	20.600	$1,250.00
Pedestrian and Bicycle Enforcement	20.600	$5,000.00
Part-Time		$0.00
Category Sub-Total		$78,000.00
B. TRAVEL EXPENSES		
		$0.00
		$0.00
Category Sub-Total		$0.00
C. CONTRACTUAL SERVICES		
		$0.00
Category Sub-Total		$0.00
D. EQUIPMENT		
		$0.00
Category Sub-Total		$0.00
E. OTHER DIRECT COSTS		
DUI Checkpoint Supplies	20.608	$2,000.00
Category Sub-Total		$2,000.00
F. INDIRECT COSTS		
		$0.00
Category Sub-Total		$0.00
GRANT TOTAL		**$80,000.00**

BUDGET NARRATIVE	
PERSONNEL COSTS DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	**QUANTITY** 3
DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	10
Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	15
Distracted Driving - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	4
Motorcycle Safety - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	1
Pedestrian and Bicycle Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	4
TRAVEL EXPENSES -	
CONTRACTUAL SERVICES -	
EQUIPMENT -	
OTHER DIRECT COSTS DUI Checkpoint Supplies - On-scene supplies needed to conduct sobriety checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares, PAS device supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed.	1
INDIRECT COSTS -	
STATEMENTS/DISCLAIMERS There will be no program income generated from this grant. Nothing in this 'agreement' shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives.	

CERTIFICATIONS AND ASSURANCES

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

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

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

NONDISCRIMINATION

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

BUY AMERICA ACT

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

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

POLITICAL ACTIVITY (HATCHACT)

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

CERTIFICATION REGARDING FEDERAL LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

RESTRICTION ON STATE LOBBYING
None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDINGDEBARMENT AND SUSPENSION
Instructions for Primary Certification

1. By signing and submitting this grant agreement, the Grantee Agency Official is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the Grantee Agency Official to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the Grantee Agency Official knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The Grant Agency Official shall provide immediate written notice to the department or agency to which this grant agreement is submitted if at any time the Grantee Agency Official learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, grant agreement, and voluntarily excluded,* as used in this clause, have the meaning set out in the Definitions and coverage sections of 49 CFR Part 29. You may contact the department or agency to which this grant agreement is being submitted for assistance in obtaining a copy of those regulations.
6. The Grantee Agency Official agrees by submitting this grant agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who

is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The Grantee Agency Official further agrees by submitting this grant agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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

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

Instructions for Lower Tier Certification

1. By signing and submitting this grant agreement, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this grant agreement is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, grant agreement, and voluntarily excluded,* as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this grant agreement is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this grant agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or

voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this grant agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion— Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

Placentia City Council
AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: CHIEF OF POLICE

DATE: SEPTEMBER 19, 2017

SUBJECT: **AGREEMENT WITH CENTER FOR PUBLIC SAFETY MANAGEMENT, LLC TO CONDUCT A COMPREHENSIVE ANALYSIS AND EFFICIENCY STUDY OF THE PLACENTIA POLICE DEPARTMENT**

FISCAL IMPACT:
EXPENSE: $55,100
OFFSETTING REVENUE: $30,100 PUBLIC SAFETY CFD 2014-1, NON-GENERAL FUND MONIES
BUDGETED: $10,000 FY 2017-18 CITY ADMINISTRATION MANAGEMENT CONSULTING SERVICES
$15,000 FY 2017-18 HUMAN RESOURCES CONSULTING SERVICES

SUMMARY:

The Placentia Police Department (Department) is seeking a specialized firm of law enforcement professionals to provide a comprehensive review and statistical analysis of our current staffing, organizational structure, and overall efficiency of each work group and division. Staff is looking for data-driven recommendations to assist the organization in continuing to improve problem solving, operational efficiency, and quality of service, as well as exercise greater fiscal responsibility. Staff is seeking best practice recommendations through an extensive examination of the Department.

In considering potential firms to perform a comprehensive study, one firm was found to utilize a scientific approach toward addressing the specific needs of Placentia. The Center for Public Safety Management, LLC (CPSM) was the sole source provider which offered a broad compliment of law enforcement professionals that can produce performance-based statistical analysis, conduct an extensive examination of current policies and procedures, evaluate resource allocation and organizational structure, and compare current policing services with the needs of the community. This action approves an agreement with CPSM to conduct the department-wide organizational study.

RECOMMENDATION:

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

1. Approve the expenditure for CPSM to conduct a comprehensive analysis of the Police Department, in an amount not-to-exceed $55,100; and

2. Authorize the City Administrator to execute all necessary documents, in a form approved by the City Attorney.

DISCUSSION:

The Department has experienced long-term challenges in the areas of operational efficiency and staffing. These challenges have negatively impacted the Department's ability to create multi-year strategic plans, maintain stability within the organization, conduct work in an efficient and proactive manner, and recruit and retain the personnel necessary to meet the current and future needs of the community. In an increasingly demanding policing climate, proactive change is necessary to meet the rising standards of the policing profession and the demands placed upon the Department by the community. Improving operational efficiency and effective policing is a current goal of the Department and one in which necessitates statistical analysis to ensure proper staffing and an organizational structure.

Population growth can create additional staffing needs or an examination of conducting business differently. The current staffing plan and organizational structure does not account for addressing these future challenges. Another area of concern is reducing the Department's reliance on overtime use. Being good stewards of public funds requires cost-effective strategies to reduce overtime expenditures. Achieving long-term overtime savings requires a data driven understanding for the best use of personnel and resources, during peak and off-peak hours of calls for service. The City is responsible to promote effective policing while maintaining spending within the constraints of the City's budget.

A comprehensive analysis of the Department's staffing levels, position allocation, and operational deployment is paramount to improve efficiency, plan for appropriate staffing, and reduce overtime expenditures. The Department would greatly benefit from a comprehensive analysis of workload and comparing Placentia-specific workload and staffing with current deployment levels. Examining the City's service demands and comparing those to the Department's current staffing model identifies potential changes in organizational design to better achieve the overall mission and goals of City management and the Council.

Center for Public Safety Management

While seeking a professional firm with extensive experience in law enforcement to provide a detailed and analytical assessment, Staff found CPSM to be an experienced provider of such comprehensive assessments. CPSM has the ability to apply efficiency and cost reduction strategies toward the Department's current organizational structure, by utilizing a scientific method of extracting specific, performance-based, measurable data. CPSM distinguishes itself through objective scientific research. CPSM is the exclusive provider of public safety technical assistance for the International City/County Management Association (ICMA). ICMA is a non-profit professional association of local government administrators and managers that assist local governments and their managers in providing services to their communities in an efficient and effective manner.

With almost 300 studies completed, CPSM has significant experience in quantitative analysis of staffing and efficiency in police departments. Other policing consultant firms refer to "recommended officers per 1,000 populations" for staffing. Recommending officers per thousand of the population does not take in to account the community and workload. Staffing decisions, particularly in operations, must be made through a scientific approach toward analyzing actual workload. The Department lacks the resources to conduct this type of analysis and has had virtually the same patrol policing standard since the mid-1980's.

Organizational Study

CPSM's team of graduate and doctoral level experts in Operations Research in Public Safety have created *The CPSM Patrol Workload & Deployment Analysis System©* which gives them the ability to produce detailed information on operational workload. This data-driven scientific process yields a comprehensive analytical report, which is specific to the Department. This unique analysis focuses on six broad areas, which include:

- Conducting a comprehensive data-driven forensic analysis to identify actual workload
- Identifying and recommend appropriate staffing and deployment levels for every operational and support function in the Department
- Examining the Department's organizational structure and culture
- Comparing the "as is" state of the Department to the best practices of industry standards
- Proposing best practice communication strategies while considering community specific issues and interests
- Recommending a management and organizational framework to ensure accountability, increased efficiency and improved performance

The proposed study includes collection and review of detailed CAD data. The Department's service demands, workload levels, and response times on calls for service will be analyzed. Additionally, CPSM will conduct on-site operational reviews of work flow, policies and procedures. On-site interviews will be conducted with management, supervision, and line level personnel. Roll call attendance and Patrol ride-alongs will also be conducted. In addition, CPSM will review case files and procedures within investigations and observe communications operations. A SWOT (Strengths, Weaknesses, Opportunities and Threats) analysis ensures all critical components are measured, factoring in Placentia's unique needs. Ultimately, CPSM will create a performance assessment of each departmental unit and a final written report will be presented to the Department, City Administration and City Council for review.

ALTERNATIVE OPTIONS:

One alternative option is to seek a less inclusive study. Compared with the CPSM approach, there are other firms that take a more cursory approach to policing studies. Studies which lack the CPSM scientific and data-driven approach can potentially be less costly because they are less work intensive and may lack specificity to Placentia policing.

Another alternative option is to delay initiating a comprehensive study on staffing and efficiency. Unfortunately, this approach does not address current and future staffing and workload challenges of the Department. In addition, the Department will continue to use an outdated standard for its policing model which often requires significant amounts of overtime.

FISCAL IMPACT:

The CPSM study is $49,100, with anticipated travel expenses of up to $6,000, for a total price not-to-exceed $55,100. Offsetting revenue and non-general fund monies are as follows: $30,100 Public Safety Community Facilities District Fund, CFD 2014-1. The following are budgeted general fund monies from Fiscal Year 2017-2018: $10,000 City Administration Management Consulting Services and $15,000 Human Resources Consulting Services. Recommendations that may be forthcoming from the study will likely result in a reduction of overtime dollars expended and create opportunities to improve efficiency within the Department. Even the most subtle of changes in operational efficiency may yield several hundred thousand dollars in savings over current deployment and operations.

Prepared by:

Brad Butts
Lieutenant / Watch Commander

Reviewed and approved:

Darin Lenyi
Chief of Police

Reviewed and approved:

Shally Linn
Interim Finance Director

Reviewed and approved:

Damien R. Arrula
City Administrator

Attachment:
CPSM Comprehensive Analysis Proposal
Professional Services Agreement

CENTER FOR PUBLIC SAFETY MANAGEMENT, LLC

PROPOSAL FOR

COMPREHENSIVE ANALYSIS OF LAW ENFORCEMENT SERVICES

PLACENTIA, CA

CPSM®

CENTER FOR PUBLIC SAFETY MANAGEMENT, LLC
475 K STREET NW STE 702 • WASHINGTON, DC 20001
WWW.CPSM.US • 800-998-3392

ICMA

Exclusive Provider of Public Safety Technical Services for
International City/County Management Association

CPSM®

Center for Public Safety Management, LLC

May 15, 2017

Mr. Darien Arrula
City Administrator
City of Placentia
401 E Chapman Ave
Placentia, CA 92870

Dear Mr. Placentia:

The *Center for Public Safety Management, LLC, (CPSM)* as the exclusive provider of public safety technical assistance for the International City/County Management Association, is pleased to submit this proposal for an analysis of law enforcement services for Placentia. The CPSM approach is unique and more comprehensive than ordinary accreditation or competitor studies.

In general, our analysis involves the following major outcomes:

- Conduct a data-driven forensic analysis to identify actual workload;
- Identify and recommend appropriate staffing and deployment levels for every discrete operational and support function in the department.
- Examine the department's organizational structure and culture;
- Perform gap analysis, comparing the "as is" state of the department to the best practices of industry standards;
- Recommend a management framework to ensure accountability, increased efficiency and improved performance;

This proposal is specifically designed to provide the local government with a thorough and unbiased analysis of emergency services in your community. We have developed a unique approach by combining the experience of dozens of subject matter experts in the areas of emergency services. The team assigned to the project will have hundreds of years of practical experience managing emergency service agencies, a record of research, academic, teaching and training, and professional publications, and extensive consulting experience completing hundreds of projects nation-wide. The team assembled for you will be true "subject matter experts" not research assistants or interns.

ICMA has provided direct services to local governments worldwide for almost 100 years, which has helped to improve the quality of life for millions of residents in the United States and abroad. I, along with my colleagues at CPSM, greatly appreciate this opportunity and would be pleased to address any comments you may have. You may contact me at 716.969.1360 or via email at lmatarese@cpsm.us.

Sincerely,

Leonard A. Matarese, ICMA-CM, IPMA-HR
Director, Research and Project Development
Center for Public Safety Management. LLC

THE ASSOCIATION & THE COMPANY

The International City/County Management Association (ICMA) is a 103-year old, non-profit professional association of local government administrators and managers, with approximately 13,000 members located in 32 countries.

Since its inception in 1914, ICMA has been dedicated to assisting local governments and their managers in providing services to its citizens in an efficient and effective manner. ICMA advances the knowledge of local government best practices with its website, www.icma.org publications, research, professional development, and membership. The ICMA Center for Public Safety Management (ICMA/CPSM) was launched by ICMA to provide support to local governments in the areas of police, fire, and Emergency Medical Services.

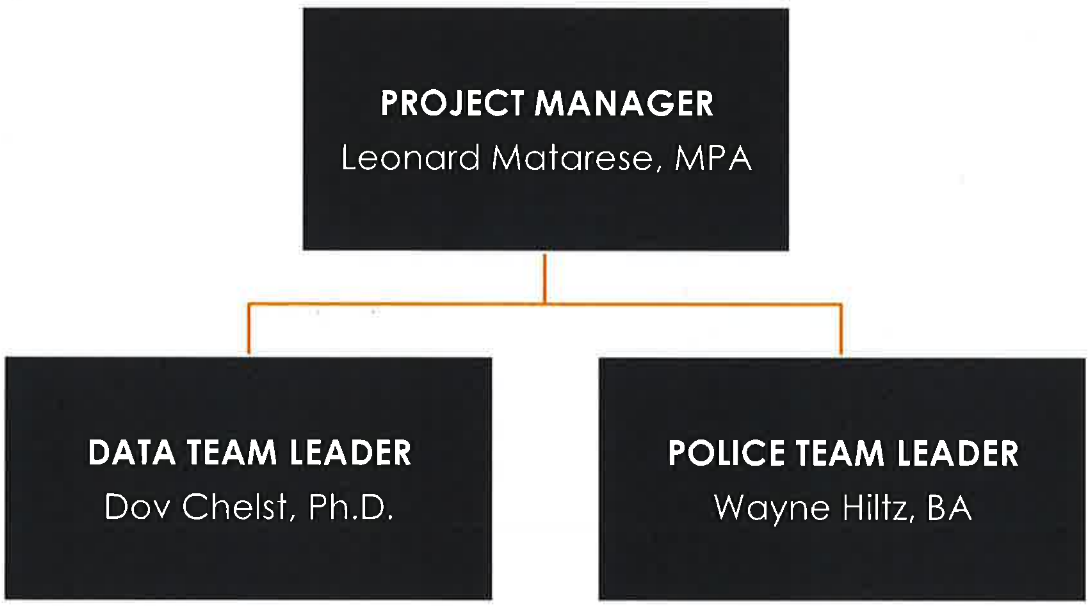
The Center also represents local governments at the federal level and has been involved in numerous projects with the Department of Justice and the Department of Homeland Security. In 2014 as part of a restructuring at ICMA the Center for Public Safety Management, (CPSM) spun out as a separate company and is now the exclusive provider of public safety technical assistance for ICMA. CPSM provides training and research for the Association's members and represents ICMA in its dealings with the federal government and other public safety professional associations such as CALEA, PERF, IACP, IFCA, IPMA-HR, DOJ, BJA, COPS, NFPA, etc.

The Center for Public Safety Management, LLC maintains the same team of individuals performing the same level of service that it had for ICMA. CPSM's local government technical assistance experience includes workload and deployment analysis, using our unique methodology and subject matter experts to examine department organizational structure and culture, identify workload and staffing needs as well as industry best practices. We have conducted over 275 such studies in 41 states and provinces and 200 communities ranging in size from 8,000 population Boone, IA to 800,000 population Indianapolis, IN.

PROJECT STAFFING

For this project CPSM will assemble a premier team of experts from a variety of disciplines and from across the United States. The goal is to develop recommendations that will enable it to produce the outcomes necessary to provide critical emergency services consistent with the community's financial capabilities. The team will consist of a project team leader, two Operations Leaders and several senior public safety Subject Matter Experts selected from our team specifically to meet the needs of the municipality.

The management organizational chart for the project includes the following Key Team Members



PROJECT MANAGER

LEONARD A. MATARESE, MPA, ICMA-CM, IPMA-SCP

Director of Research and Project Development, Center for Public Safety Management

BACKGROUND

Mr. Matarese is a specialist in public sector administration with particular expertise in public safety issues. He has 44 years' experience as a law enforcement officer, police chief, public safety director, city manager and major city Human Resources Commissioner. He was one of the original advisory board members and trainer for the first NIJ/ICMA Community Oriented Policing Project which has subsequently trained thousands of municipal practitioners on the techniques of the community policing philosophy over the past 18 years. He has managed several hundred studies of emergency services agencies with particular attention to matching staffing issues with calls for service workload.

Recognized as an innovator by his law enforcement colleagues he served as the Chairman of the SE Quadrant, Florida, Blue Lighting Strike Force, a 71agency, U.S. Customs Service anti-terrorist and narcotics task force and also as president of the Miami-Dade County Police Chief's Association – one of America's largest regional police associations. He represents ICMA on national projects involving the United States Department of Homeland Security, The Department of Justice, Office of Community Policing and the Department of Justice, Office Bureau of Justice Assistance. He has also served as a project reviewer for the National Institute of Justice and is the subject matter expert on several ICMA / USAID police projects in Central America. As a public safety director he has managed fire / EMS systems including ALS transport. He was an early proponent of public access and police response with AEDs.

Mr. Matarese has presented before most major public administration organizations annual conferences on numerous occasions and was a keynote speaker at the 2011 annual PERF conference. He was a plenary speaker at the 2011 TAMSEC Homeland security conference in Linköping, Sweden and at the 2010 UN Habitat PPUD Conference in Barcelona, Spain.

He has a Master's degree in Public Administration and a Bachelor's degree in Political Science. He is a member of two national honor societies and has served as an adjunct faculty member for several universities. He holds the ICMA Credentialed Manager designation, as well as Certified Professional designation from the International Public Management Association-Human Resources. He also has extensive experience in labor management issues, particularly in police and fire departments. Mr. Matarese is a life member of the International Association of Chiefs of Police and the ICMA.

DATA ASSESSMENT TEAM

DOV CHELST, PH.D.

Director of Quantitative Analysis

BACKGROUND

Dr. Chelst is an expert in analyzing public safety department's workload and deployment. He manages the analysis of all public safety data for the Center. He is involved in all phases of The Center's studies from initial data collection, on-site review, large-scale dataset processing, statistical analysis, and designing data reports. To date, he has managed over 140 data analysis projects for city and county agencies ranging in population size from 8,000 to 800,000.

Dr. Chelst has a Ph.D. Mathematics from Rutgers University and a B.A. Magna Cum Laude in Mathematics and Physics from Yeshiva University. He has taught mathematics, physics and statistics, at the university level for 9 years. He has conducted research in complex analysis, mathematical physics, and wireless communication networks and has presented his academic research at local, national and international conferences, and participated in workshops across the country.

SENIOR PUBLIC SAFETY SUBJECT MATTER EXPERT

DAVID MARTIN, PH.D.

Senior Researcher in the Center for Urban Studies, Wayne State University

BACKGROUND

Dr. David Martin is Director of the Center for Urban Studies' Urban Safety Unit. He specializes in criminal justice research and program evaluation. He has had a close working relationship with the Detroit Police Department since 1993 and is currently working with Wayne State's police department on Midtown COMPSTAT, a collaborative policing and crime prevention initiative. He has developed real-time crime mapping and analysis tools to track crime, arrests and offender recidivism in Detroit and other communities. Dr. Martin has also conducted evaluations of innovative policing projects, including evaluations of Detroit Empowerment Zone Community Policing Initiative and federally-supported Weed and Seed Initiatives in the City of Detroit, City of Inkster and City of Highland Park, Michigan. He has also conducted several recidivism studies that examine the impact of offender rehabilitation programs in Wayne County.

SENIOR PUBLIC SAFETY DATA ANALYST

PRISCILA MONACHESI, M.S., B.A.

BACKGROUND

Priscila Monachesi is a Senior Data Analyst with CPSM and has worked on over 40 data analysis projects for city and county public safety agencies. She has over ten years' experience as a Project Leader/Senior System Analyst in auto manufacturing and financial systems.

She has a M.S in Statistics from Montclair State University, a B.A. in Economics from Montclair State University, and a Technical Degree in Data Processing from Pontifícia Universidade Católica in Brazil.

SENIOR PUBLIC SAFETY DATA ANALYST

SARAH WEADON, B.A.

BACKGROUND

Sarah Weadon has over 15 years' experience consulting with local, state, and federal government agencies in the areas of data and geospatial analysis, database and application development, and project management. She has worked with over 40 public safety agencies across the U.S. and Canada, providing data and geospatial analysis of response times, call trends, and station locations. Her skill in understanding the results of the analyses in the broader context of each client's budget, political, and overall reality, supports the development of practical, actionable recommendations. Ms. Weadon holds a Bachelor's degree in Classical Languages.

PUBLIC SAFETY DATA ANALYST

SHAN ZHOU, PH.D.

BACKGROUND

Dr. Shan Zhou specializes in the analysis of police data. Shan brings extensive experience in scientific and clinical data analysis. Prior to CPSM, she worked as an associate scientist at Yale School of Medicine. Shan has a MS in Business Analytics and Project Management from University of Connecticut and a PhD in Cell biology, Genetics and Development from University of Minnesota.

PUBLIC SAFETY DATA ANALYST

RYAN JOHNSON, B.A.

BACKGROUND

Ryan Johnson is a new addition to the CPSM data analyst team, specializing in the analysis of fire data. He has helped complete fire analysis projects for several cities and has handled ad hoc requests for modeling optimum staffing levels for police departments. Ryan brings experience in financial data analysis from the telecom expense industry, where he was the lead analyst for four clients; 3 fortune 500 companies and the Top Architectural Engineering Firm in the country. He also brings experience in spatial analytics from his time with Homeland Security. Ryan has a B.S. in Economics from Georgia State University and he is completing his M.A. in Economics from Rutgers University.

OPERATIONS ASSESSMENT TEAM – POLICE UNIT
SENIOR ASSOCIATE

DEPUTY CHIEF WAYNE HILTZ (RET)

Former Interim Chief of Police at Pasadena and Irwindale Police Departments

BACKGROUND

Wayne has 33 years of experience in municipal law enforcement. This includes a broad range of experience in nearly every facet of policing from patrol, gang enforcement, and undercover narcotics to internal affairs investigations and community relations. The last 13 years were spent at command and executive levels. In his capacity as Deputy Police Chief, he served as the chief operating officer of the Pasadena Police Department, responsible for all day to day operations including internal audits and inspections. As well, he was responsible for operations related to the Tournament of Roses Parade and Rose Bowl events to include World Cup Soccer and BCS Championship games. For a period of nearly two years, he served in the capacity of Interim Chief of Police at both the Pasadena and Irwindale Police Departments.

He has extensive experience in managing budgets, and has served as a budget instructor for the California Commission on Peace Officer Standards and Training. He was selected by the Los Angeles County Police Chiefs Association to represent the 45 member agencies in negotiations for Homeland Security Grants for a three year period. He also served as President of the San Gabriel Peace Officers Association. He has served on the boards of community based organizations with focus on addressing homeless issues, substance abuse, and juvenile violence. Wayne holds a Bachelor of Science degree in Police Science and Administration from California State University at Los Angeles. Executive training includes the FBI Southwest Command College and the Senior Management Institute for Police.

SENIOR ASSOCIATE

CHIEF MARILYN DIAZ (RET.), B.S., M.S.

Retired Chief of Police, Sierra Madre, and Retired Commander, Pasadena, California Police Department.

BACKGROUND

In 1974 Marilyn Diaz began her career when she was hired as the first woman to be directly assigned as a patrol officer in the Pasadena Police Department. She promoted through the ranks, and in 2006 Marilyn retired as a Commander, where she led the Administrative Services and Field Operations Divisions.

In March of 2006 Marilyn was appointed as Sierra Madre's Chief of Police. Chief Diaz was the first woman in Los Angeles County to become chief of a municipal police department. Marilyn retired from the Sierra Madre Police Department in December 2011.

Ms. Diaz has a Master's degree in Education from the University of Southern California, and earned her Bachelor's degree in Police Science at California State University, Los Angeles.

Marilyn Diaz has served on the boards of Women at Work, Boy Scouts of America, Pacific Clinics, and the Caltech Women's Club. Marilyn also serves as a docent for the Caltech Architectural Tour Service, and is on the Caltech Women's Club Board. Marilyn is President of the Rotary Club of Sierra Madre for 2013-2014. She also teaches Youth Protection at the Rotary District level.

SENIOR ASSOCIATE

CAPTAIN CAROL E. RASOR-CORDERO, PH.D. (RET).

Retired Captain, Pinellas County, Florida Sheriff's Office, Associate Professor Public Safety Administration, St. Petersburg College

BACKGROUND

Dr. Rasor-Cordero is a retired Captain from the Pinellas County Sheriff's Office in Florida. During her 25 year career in law enforcement, she served in various divisions to include: Patrol Operations, Crimes Against Children, Economic Crimes, Training, Community Services, and Court Security. While serving as the Commander of the Community Services Division, she established the Domestic Violence Unit, the Sexual Predator and Offender Unit, and the Citizen's Community Policing Institute. She served as the agency's training advisor and played a significant role in transforming the Pinellas County Police Academy from a vocational program to a progressive program that offers college credit at St. Petersburg College. She served as team leader for the agency's Hostage Negotiation Team and implemented the agency's Critical Incident Stress Management Team.

Dr. Rasor - Cordero has conducted research examining the relationship between personality preferences of executive level and mid-level law enforcement/corrections leaders and exemplary leadership practices. She has an extensive background as an educator and trainer. As a program director for St. Petersburg College, Carol established the first and only academic on-line gang-related investigations track in the nation. She developed the course Evolving Leaders in a Changing World for the Southeastern Public Safety Leadership Institute at St. Petersburg College which is a six part series and approved for college credit. She designed a three part series for implementing, managing and evaluating community policing for the Florida Regional Community Policing Institute and delivered the training throughout Florida to mid-level and executive level leaders. Carol has developed and delivered training in the high liability areas of firearms, defensive tactics and driving. She has served as an evaluator for the project "An Evaluation of the National Justice Based After School Pilot Program" for the Office of Community Oriented Policing Services and a consultant for the Bureau of Justice Assistance evaluating the training needs of the Atlanta Police Department's Narcotics Unit. She has authored articles and presented at numerous conferences.

Dr. Rasor - Cordero is currently an associate professor for the College of Public Safety Administration, St. Petersburg College. She holds a Ph.D. in Education, Master and Bachelor Degrees in Criminal Justice from the University of South Florida. She is a graduate of the Police Executive Research Forum Senior Management Institute for Police.

SENIOR ASSOCIATE

INSPECTOR JAMES E. MCCABE, (RET.) PH.D., M. PHIL., M.A., B.A.

Professor of Criminal Justice, Sacred Heart University, Retired NYPD Inspector

BACKGROUND

Dr. McCabe retired as an Inspector with the New York City Police Department after 20 years of service. As Inspector his assignments included Commanding Officer of the NYPD Office of Labor Relations and Commanding Officer of the Training Bureau. As a Deputy Inspector he was the Commanding Officer of the Police Academy with direct supervision of over 750 staff officers and 2,000 recruits. As Executive Officer, Police Commissioner's Office. His field experience includes, Commanding Officer, 110th Precinct, Executive Officer, 113th Precinct, assignment to the

Operations Division/Office of Emergency Management and uniform patrol as on officer and Sergeant in Manhattan. He has published extensively and presented to numerous conference including Academy of Criminal Justice Sciences:

He holds a Ph.D. and M. Phil, in Criminal Justice, from CUNY Graduate Center, an M.A. in Criminal Justice, from John Jay College, an M.A. in Labor and Policy Studies, SUNY Empire State College, and B.A. in Psychology, CUNY Queens College, June, 1989. He is a graduate of the Executive Management Program, Harvard University's John F. Kennedy School of Government, and the FBI National Academy.

SENIOR ASSOCIATE

PROFESSOR PAUL E. O'CONNELL, PH.D., J.D.

Chair of Criminal Justice Department, Iona College, New Rochelle, New York, former NYPD Training Officer.

BACKGROUND

Dr. O'Connell is a leading expert on the application of Compstat model Police Management principles to public administration organizations. He has been a full time member of the Criminal Justice faculty at Iona College in New Rochelle since 1994. He received his Ph.D. from CUNY where his doctoral thesis was the history and development of the Compstat model of Police Management. Dr. O'Connell began his professional career in criminal justice in 1981, serving the New York City Police Department first as a police officer, and then as a Police Academy instructor, in-service trainer and curriculum developer. After receiving an MPA in 1984 and J.D. in 1989, he worked as a trial attorney with the firm of Cummings & Lockwood in Stamford, CT. Presently, he is the chair of Iona College's Criminal Justice department, where he also conducts funded research, publishes scholarly papers and lectures widely on the topics of police performance measurement, integrity management and law enforcement training systems.

Dr. O'Connell has provided consulting services to a variety of government agencies, including assessment of existing policing policies and practices and development of proactive management strategies. Over the years, he has collaborated with the Center for Technology in Government (Albany, NY), Giuliani Partners (New York, NY) and the Center for Society, Law and Justice (University of New Orleans). Dr. O'Connell recently was awarded a Fulbright Grant working with the Turkish National Police.

ASSOCIATE

CHIEF DEMOSTHENES M. LONG (RET.) ED.D. JD, MA

Former Assistant Chief of NYPD, Commanding Officer NYPD Police Academy, Former Deputy Commissioner / Undersheriff Westchester County Public Safety Department

BACKGROUND

Chief Long has 30 years law enforcement experience, including 21 years with The New York City Police Department where he retired as Assistant Chief. His assignments included Commanding Officer, School Safety Division, where he managed 4,600 police officers and school safety agents and administered an operating budget of $133 million. He served as Commanding Officer, Office of Deputy Commissioner Community Affairs where he was responsible for developing, implementing and assessing programs to strengthen police/community relations; Commanding Officer, Police Academy, responsible for providing entry-level, in-service, promotional and executive level training for 53,000 uniform and civilian members of the Department; Executive Officer, Office of the First Deputy Commissioner and Executive Officer, 47th Precinct and also assignment as Supervisor of Patrol for 17 Bronx Precincts, Transit Districts and Housing Police Service Areas.

After retiring from the NYPD he was appointed as First Deputy Commissioner / Undersheriff for the Westchester County Department of Public Safety. Responsibilities include the administrative planning, organization, coordination, execution and control of the fiscal, administrative, support and training functions of the 325 member police department.

He holds a Doctor of Education Degree in Executive Leadership from St. John Fisher College, aJuris Doctor Degree from New York Law School, and Master of Arts and Bachelor of Science degrees from John Jay College of Criminal Justice.

ASSOCIATE

CHIEF CRAIG JUNGINGER, BS, MPA

Chief of Police, Gresham, Oregon

BACKGROUND

Chief Junginger has 26 years' experience as a law enforcement professional. He has served as the Chief of the Gresham, Oregon Police since December 2008, a community of 110,000 population just to the east of Portland. He currently leads a department of 160 personnel both sworn and civilian with a budget of $29 million.

Chief Junginger began his career at the Bell-Cudahy Police department in 1979. He worked as a K-9 Officer, Detective and Patrol Officer. In 1985 he transferred to the Huntington Beach Police Department where he remained until his retirement in November 2008. While at Huntington Beach, he was a Patrol Officer, Beach Detail Officer, Field Training Officer, SWAT Officer, Traffic Motor Officers, Community Policing Officer and Narcotics Detective. In 1999 he promoted to Sergeant where he worked Patrol, Downtown Foot Beat, Support Services, Vice and Intelligence and Internal Affairs. He promoted to Lieutenant in 2003 and worked as the Community Policing Commander responsible for all major event planning, Watch Commander and as the Chief's Executive Officer. In 2007 he promoted to the rank of Captain and was assigned to Administrative Operations consisting of Communications, Budget, Personnel, and Property and Evidence.

He holds a Master's Degree from California State University, Long Beach, a Bachelor's Degree from University of La Verne and an Associate's Degree from Rio Hondo Community College.

He attended the FBI National Academy Class 224 in Quantico Virginia, California Post Command College, West Point Leadership Program, POST Executive Development Program and the POST Supervisory Leadership Institute. While in Command College he was published for his article "How will we train police recruits of the millennial generation in the year 2012."

He was awarded the Medal of Valor in 1989 for his encounter with an armed bank robber.

ASSOCIATE

CAPTAIN JOHN CLARK (RET.), B.A.

Los Angeles County Sheriff's Department

BACKGROUND

John Clark served with the Los Angeles County Sheriff's Department for over thirty-three years. His broad experience includes command, administrative, operational and tactical assignments in Patrol, Detective, Custody, Court, and Administrative divisions. The last eight years were spent at command level posts.

As Captain, he was in command of various units including internal investigations, financial and cyber crimes, custody operations and inmate transportation, responsible for the administrative and operational management of each. John also managed the Southern California High Tech Taskforce comprised of Federal, State and local agencies as part of his command duties.

Throughout his career, John was a command and operations level member of a county-wide team responsible for managing all department resources during natural disasters, civil disturbances and other high profile events such as political conventions and sporting events.

John was a member of the International Association of Financial Crimes Investigators, the Southern California Jail Managers Association, the Los Angeles Superior Court Management Group, and the San Gabriel Valley Peace Officers Association. He also served as an adjunct faculty member for a local community college.

John holds a Bachelor of Arts in Criminal Justice from the California State University, Fullerton.

PROJECT SCHEDULE

Milestone 1 – Full execution of the agreement
Agreement will identify Project Launch date.

Milestone 2 – Project Launch
We will conduct an interactive telephone conference with local government contacts. Our project leads will launch the project by clarifying and confirming expectations, detailing study parameters, and commencing information gathering.

Milestone 3a – Information Gathering and Data Extraction – 30 Days
Immediately following project launch, the police operations lead will deliver an information request to the department. This is an extensive request which provides us with a detailed understanding of the department's operations. Our experience is that it typically takes an agency several weeks to accumulate and digitize the information. We will provide instructions concerning uploading materials to our website. When necessary, the lead will hold a telephone conference to discuss items contained in the request. The team lead will review this material prior to an on-site visit.

Milestone 3b – Data Extraction and Analysis – 14 Days
Also immediately following the project launch the Data Lead will submit a preliminary data request, which will evaluate the quality of the Computer Aided Dispatch (CAD) system data. This will be followed by a comprehensive request for data from the CAD system to conduct the response and workload analysis. This request requires a concerted effort and focused response from your department to ensure the timely production of required for analysis. Delays in this process will likely extend the entire project and impact the delivery of final report. The data team will extract one year's worth of Calls for Service (CFS) from the CAD system. Once the Data Team is confident the data are accurate, they will certify that they have all the data necessary to complete the analysis.

Milestone 3c – Data Certification – 14 days

Milestone 4a – Data Analysis and Delivery of Draft Data Report – 30 days
Within thirty days of data certification, the analysis will be completed and a draft, unedited data report will be delivered to each of the departments for their review and comment. After the data draft report is delivered, an on-site visit by the operations team will be scheduled.

Milestone 4b – Departmental Review of Draft Data Report – 14 days
The department will have 10 days to review and comment on the draft unedited data analysis. During this time, our Data team will be available to discuss the draft report. The Department must specify all concerns with the draft report at one time.

Milestone 4c – Final Data Report – 10 days
After receipt of the department's comments, the data report will be finalized within 10 days.

Milestone 5 – Conduct On-Site Visit – 30 days
Subject matter experts will perform an on-site visit within 30 days of the delivery of the draft data report.

Milestone 6 – Draft Operations Report – 30 days
Within 30 days of the last on-site visit, the operations team will provide a draft operations report to each department. Again the departments will have 10 days to review and comment.

Milestone 7 – Final Report 15 days
Once the Department's comments and concerns are received by CPSM the combined final report will be delivered to the city within 15 days.

TOTAL ELAPSED TIME: 105 – 135 days

THE CPSM APPROACH

The CPSM team developed a standardized approach to conducting analyses of police departments by combining the experience sets of dozens of subject matter experts.

We begin projects with a request for data, documents and worksheets.

Next, we extract raw data on calls for service from an agency's computer aided dispatch system. The data are sorted and analyzed to identify performance indicators (i.e., response times, workload by time, multiple unit dispatching, etc.) for comparison to industry benchmarks. Performance indicators are valuable measures of agency efficiency and effectiveness. The findings are shown in tabular as well as graphic form and follow a standard format for presentation of the analyzed data. While the format will be similar from community to community, the data reported are unique to the specific agency.

CPSM also conducts an on-site operational review. Here the performance indicators serve as the basis for the operational reviews. Prior to any on-site arrival of an CPSM team, agencies are asked to compile a number of key operational documents (i.e., policies and procedures, assets lists, etc.). Most on-site reviews consist of interviews with management and supervisors, as well as rank and file officers; attendance at roll calls and ride-alongs with officers. We review case files with investigators and observe dispatch operations to assess compliance with the provided written documentation.

As a result of on- site visits and data assessments, our subject matter experts produce a SWOT analysis (strengths, weaknesses, opportunities and threats of the department). We have found that this standardized approach ensures that we measure and observe all of the critical components of agencies.

Additionally, this methodology can be integrated with ongoing support customized to the unique needs of your community. Strategic planning, risk assessment, and training services are also available to assist with the implementation of CPSM recommendations and developing new processes and programs that may arise as implementation evolves.

The following information describes the CPSM approach to studying, understanding, evaluating, and reporting on police departments around the country. Although no two police departments are the same, a standardized approach to department evaluation ensures a rigorous and methodological process that permits benchmarking, comparing, and assessing within the context of the best practices of American law enforcement. However, each locality has unique characteristics that present policing challenges. Integrating a standardized approach within the context of local variability permits an accurate assessment of the organization in its political environment, and further permits CPSM to offer recommendations that comport with the best practices in policing, yet tailor-made for the client community.

I. Benchmark the community

It is essential to understand the service levels, protection needs, community dynamics, and overall environment within which the police department operates. If necessary to do so, the CPSM study may involve interviews directed at stakeholders in the community which could include elected officials and employee labor representatives who would be contacted to solicit their opinions about the department, the public safety needs of their constituency, and the perceived gaps in service levels currently provided. CPSM may work with the agency to identify community members that can provide this important information. Additionally, the department will be compared to organizations of similar size with respect to crime, demographics, and cost-efficiency.

II. Patrol Operations

Police agencies routinely speak about "recommended officers per 1,000 population" or a "National Standard" for staffing or comparisons to other municipalities. There are no such standards, nor are there "recommended numbers of "officer per thousand". The International Association of Chiefs of Police (IACP) states; "Ready-made, universally applicable patrol staffing standards do not exist. Ratios, such as officers-per-thousand population, are totally inappropriate as a basis for staffing decisions."

Staffing decisions, particularly in patrol, must be made based upon actual workload and very few police agencies have the capability of conducting that analysis. Once an analysis of the actual workload is made, then a determination can be made as to the amount of discretionary patrol time that should exist, consistent with the local government's ability to fund.

CPSM's team of doctoral level experts in Operations Research in Public Safety have created in ***The CPSM Patrol Workload & Deployment Analysis System©*** the ability to produce detailed information on workload even in those agencies without sophisticated management information systems. Using the raw data extracted from the police department's CAD system our team converts calls for service into police services workload and then effectively graphs workload reflecting seasonally, weekday / weekend and time of day variables. Using this information the police department can contrast actual workload with deployment and identify the amount of discretionary patrol time available (as well as time commitments to other police activities.

Police service workload differentiates from calls for service in that calls for service are a number reflecting the incidents recorded. Workload is a time measurement recording the actual amount of police time required to handle calls for service from inception to completion. Various types of police service calls require differing amounts of time (and thus affect staffing requirements). As such, call volume (number of calls) as a percentage of total number of calls could be significantly different than workload in a specific area as a percentage of total workload. The graph below demonstrates this difference in units.

CPSM has found that the most effective way to manage operations, including policing, is to make decisions based upon the interpretation and analysis of data and information.

To achieve this, a data analysis of police department workload, staffing and deployment will be conducted. By objectively looking at the availability of deployed hours and comparing those to the hours necessary to conduct operations, staffing expansion and/or reductions can be determined and projected. Additionally the time necessary to conduct proactive police activities (such as team-led enforcement, directed patrol, community policing and selected traffic enforcement) will be reviewed to provide the city with a meaningful methodology to determine appropriate costing allocation models.

Workload vs. deployment analysis sample

This is one of the ways we show the amount of available, non-committed patrol time compared to workload. As you can see we break out the various activities, convert them to time and then compare to available manpower. The deployment is based upon actual hours worked.

So in this example, at noon there are approximately 9 hours of work (including citizen initiated & officer initiated calls for services, including traffic) and administrative activities (meals, vehicle, reports, etc.). There are approximately 15 man hours of available resources meaning that at that hour, on average, of the 15 officers on duty 9 are busy on activities.

The area shown in green and brown is uncommitted time. This is the area where staffing decisions impact – it becomes a policy issue as to how much uncommitted time a city wants, and is willing to pay for.

Figure 7: Deployment and Main Workload, Weekdays, Summer

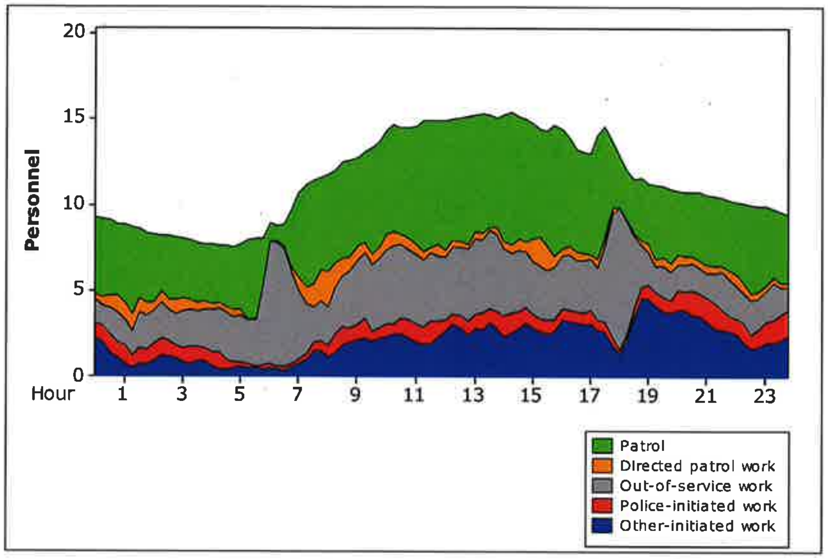
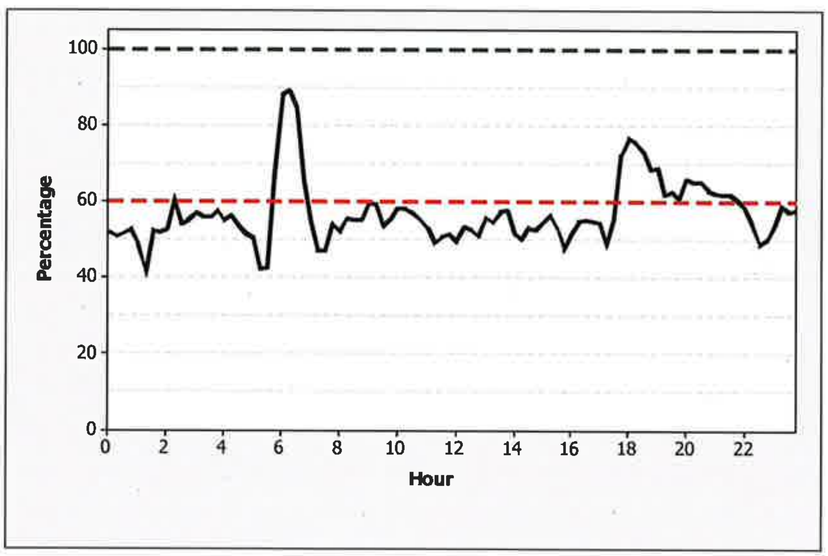


Figure 8: Workload Percentage by Hour, Weekdays, Summer



Workload vs. Deployment – Weekdays, Summer

Avg. Workload:	6.5 officers per hour
Avg. % Deployed (SI):	57 percent
Peak SI:	89 percent
Peak SI Time:	6:15 a.m.

The CPSM study will result in the calculation of service demands placed on the department, workload levels, service times for calls for service, and response times. This information is developed by first extracting data from the departments CAD system. The extracted information is then processed and workload is calculated. This workload is then compared to deployment levels. The product of this analysis is the variance between service demands and available personnel, and appropriate recommendations made for staffing levels and an optimal deployment schedule to meet these service demands. This permits exploration of the following questions:

- What are the service demands made by the public as measured through the CAD system?
- What is the workload?
- Based on this workload is the alignment of Districts and Divisions appropriate?
- Based on the workload is the shift schedule aligned appropriately and what alternatives to the current shift plan are most efficient?
- How many police officers and supervisors are need to staff the patrol function in order to meet the workload demands placed on the agency?
- How long does it take to respond to calls for service (both response time and total time) and what ways are there to reduce these times?
- How many officers are assigned to each call and what are the ways to minimize these assignments?
- What categories of call, and in what frequency, does the agency handle and what measures can be adopted to minimize unnecessary responses?
- How much time is spent on administrative duties?
- How much time is spent on directed patrol activities and specialized enforcement?

The study will determine the gaps in patrol coverage and recommendations for modifying temporal and spatial deployment. With the appropriate "best fit" of patrol coverage identified, a determination can be made about the exact number of officers required to meet service demands, and in what shift/district/division combinations to maximize resources.

In addition to the analysis of patrol operations from the CAD system and workload, the CPSM study will focus on the qualitative aspects of patrol. The study will observe officers on patrol through ride-alongs, interviews, and general observations. We will amass all available documents, plans, and data available to understand the patrol approach in the department. We will observe the special operations teams, the problem/nuisance unit, etc. to evaluate their role within the overall mission of the department and patrol operations. We will evaluate the performance of the units, identify improvement opportunities, and justify and recommend appropriate staffing levels

The CPSM study will also evaluate the implementation of technology on patrol, weapons available, and equipment used with opportunities for improvement.

CPSM advocates community policing as its operational philosophy. The CPSM study would evaluate the implementation of community policing, in quantifiable and anecdotal terms, and identify improvement opportunities where appropriate.

Similarly, the CPSM study would evaluate the relationship of patrol operations with the rest of the department. To what extent does this bureau work, coordinate, and communicate with the other operational and support functions of the department? How should it? What are the strategic, management, and planning functions of the department with regards to the patrol function and how does patrol operations respond to the mission of the organization? How are crime, traffic, disorder, and quality of life problems handled?

III. Investigations
The CPSM study will assess investigations – both reactive and proactive. The CPSM team will explore the following questions:

- Staffing – Are there sufficient investigators available to handle the workload?
- Workload – What is the workload; how many cases do investigators handle; is the specialization appropriate?
- Case management – Is there an effective case management system in place?
- Effectiveness & Efficiency – How much time does it take to investigate cases? Are victims kept informed? Are cases cleared and offenders held accountable? How much overtime is spent?
- Intelligence – How is intelligence gathered and disseminated (inside and outside the department)? Does the investigations function make use of intelligence?
- Civilianization opportunities – What are the potential areas for civilianization?
- Technological opportunities – Is technology being leveraged to improve investigations?
- Crime scene – Are crime scenes being processed efficiently, and are appropriate follow-up investigations being conducted?
- Proactive Investigations – the same approach and inquires found in sections above are applied to each specialized investigative unit in the department.
  - Narcotics
  - Violent Offenders
  - Warrants and Fugitives
  - Bombings and Arson
  - Fraud/Cyber crimes
  - All other specialized investigations units

CPSM will essentially evaluate each investigative unit operating in the agency. This evaluation will make an assessment of the performance of the unit, how the unit operates within the overall mission of the department, compare operations to best practices in law enforcement, identify improvement opportunities, and identify appropriate staffing levels.

IV. Administration and Support
Once again, CPSM will evaluate every administrative and support unit in the police department. This evaluation will involve:

- Staffing;
- Workload;
- Civilianization possibilities;
- Cost saving opportunities;
- Out-sourcing opportunities;

Best practice comparisons and opportunities for improvement.

The CPSM team has subject matter experts in police management and administration and will explore administration and support activities in the area of professional standards (Internal investigations, hiring and recruitment, disciplinary system, promotional system), training (both academy and in-service), records management, evaluating the critical, frequent, and high liability policies, facility, fleet, equipment, information technology, property management system, laboratory, planning and research, sick-time management, overtime, communications and dispatch, etc.

In general, we look at every unit identified as a discrete operational/support entity for the following:

- Describe the functions of the unit;
- Evaluate the performance of the unit. In most cases this is a quantitative; evaluation, but in units not appropriate for quantification, a qualitative evaluation is provided;
- Identification of improvement opportunities
- An evaluation and justification, and recommendation for appropriate staffing levels.

V. Organizational Culture

During the operational evaluation described above, organizational "themes" emerge. What does the department "think" about providing police service to the community and how does this thinking align with the stated mission and department policies? How does the department interact with the community and internally with its own members? In general, what is the culture of the organization?

The culture of a police organization is a reflection of its members and the community it serves. Through focus groups, interviews, and observations, the CPSM team will evaluate operational readiness and need. This part of the CPSM study is critical to the overall success of the project as it provides a better understanding of the police department and how the workload, staffing, and community dynamics shape the mission, goals, operations, and needs of the organization. In addition, as an option, every member of the department can be given the opportunity to participate in an anonymous survey. This survey is designed to understand the culture of the department, assess internal and external communications, and determine what it "thinks" about various elements of organizational life.

VI. Organizational Structure and Administration

Based on the above, we are able to analyze current management structure and practice and make recommendations to improve organizational administration. The product of this analysis is a proposed staffing mode. The product of this analysis also generally ends up with a leaner, flatter, and more efficient organizational design.

VII. Performance Management

The overarching philosophy of the CPSM approach is to evaluate the police department in terms of performance management. Identifying workload, staffing, and best practices is just the beginning. It is also important to assess the organization's ability to carry out its mission. Essentially, does the police department know its goals, and how does it know they are being met. It is very difficult for an organization to succeed at any given level of staffing unless it has a clear picture of success. How does the department "think" about its mission, how does it identify and measure what's important to the community, how does it communicate internally and externally, how does it hold managers accountable, and how does it know the job is getting done? The CPSM team will evaluate the department and make recommendations to assist with improving capacity in this area, if necessary. In addition, CPSM can offer performance management training and mentoring services to support organizational success.

PROPOSED FEES

The quotation of fees and compensation shall remain firm for a period of 90 days from this proposal submission.

CPSM will conduct the analysis of the police department for $54,200 exclusive of travel. The project would be billed in three installments: 40% upon signing the contract; 40% with delivery of the police draft data analysis; 20% with delivery of the draft final report. Following delivery of the draft reports, the city will have 30 days to provide comments as to accuracy and a final report will be delivered within 30 days of the comment period.

Travel expenses will be billed as incurred as actual cost with no overhead or administrative fees.

NOTE: If the chief administrative officers is a member of ICMA the fee, exclusive of travel costs, will be reduced by 10% to $49.100

Deliverables
Draft reports will be provided for department review in electronic format.

In order to be ecologically friendly, CPSM will deliver the final report in computer readable material either by email or CD or both. The final reports will incorporate the operational as well as data analysis. Should the municipality desire additional copies of the report, CPSM will produce and deliver whatever number of copies the client request and will invoice the client at cost.

Should the local government desire additional support or in-person presentation of findings, CPSM will assign staff for such meetings at a cost of $2,500 per day/per person along with reimbursement of travel expenses.

CONCLUSION

Part of ICMA's mission is to assist local governments in achieving excellence through information and assistance. Following this mission, Center for Public Safety Management, LLC acts as a trusted advisor, assisting local governments in an objective manner. In particular, CPSM's experience in dealing with public safety issues combined with its background in performance measurement, achievement of efficiencies, and genuine community engagement, makes CPSM a unique and beneficial partner in dealing with issues such as those being presented in this proposal. We look forward to working with you further.

PAST & CURRENT ENGAGMENTS

LOCALITY	ST	PROJECT DESCRIPTION
Edmonton	AB	Comprehensive Analysis of Fire Services.
Leduc	AB	Fire Consolidation Plan
Leduc	AB	Comprehensive Analysis of Fire Services.
Kenai	AK	Comprehensive Analysis of Fire Services
Anniston	AL	Comprehensive Analysis of Police Services
Auburn	AL	Comprehensive Analysis of Fire Services
Auburn	AL	Comprehensive Analysis of Police Services
Dothan	AL	Comprehensive Analysis of Police Services
Casa Grande	AZ	Comprehensive Analysis of Police Services
Florence	AZ	Comprehensive Analysis of Police Services
Lake Havasu City	AZ	Comprehensive Analysis of Police Services
Lake Havasu City	AZ	Comprehensive Analysis of Fire Services
Florence	AZ	Comprehensive Analysis of Police Services
Pinal County	AZ	Comprehensive Analysis of Sheriff's Office
Prescott	AZ	Comprehensive Analysis of Fire Services
Prescott	AZ	Comprehensive Analysis of Police Services
Queen Creek	AZ	Police Strategic Plan
Queen Creek	AZ	Comprehensive Analysis of Fire services
Scottsdale	AZ	Comprehensive Analysis of Police Services
Tucson	AZ	Comprehensive Analysis of Police Services
Youngtown	AZ	Comprehensive Analysis of Police Services
Alameda	CA	Comprehensive Analysis of Fire Services
Alameda	CA	Comprehensive Analysis of Police Services
Burbank	CA	Analysis of Investigations Workload / Staffing
Carlsbad	CA	Comprehensive Analysis of Police Services
El Centro	CA	Comprehensive Analysis of Police Services
Hermosa Beach	CA	Comprehensive Analysis of Fire services
Hermosa Beach	CA	Comprehensive Analysis of Police Services
Laguna Woods	CA	Review of Sheriff's Office Service
Morgan Hill	CA	Comprehensive Analysis of Police Services
Morgan Hill	CA	Comprehensive Analysis of Fire Services
Palm Desert	CA	Comprehensive Analysis of Fire Services
Palo Alto	CA	Comprehensive Analysis of Fire Services
San Jose	CA	Fire Study
San Jose	CA	Police Study
San Mateo	CA	Dispatch Operations Review

Santa Ana	CA	Comprehensive Analysis of Police Services
Santa Clara	CA	Comprehensive Analysis of Police Services
Santa Monica	CA	Police Chief Selection
Santa Rosa	CA	Performance Measurement Analysis
Stockton	CA	Comprehensive Analysis of Police Services
Stockton	CA	Comprehensive Analysis of Fire Services
Woodland	CA	Police Chief Selection
Yuba City	CA	Comprehensive Analysis of Fire Services
Yuba City	CA	Comprehensive Analysis of Police Services
Federal Heights	CO	Comprehensive analysis of Police Services
Federal Heights	CO	Comprehensive analysis of Fire Services
Littleton	CO	Comprehensive Analysis of Fire Services
Steamboat Springs	CO	Comprehensive Analysis of Fire Services
Cheshire	CT	Police Management Review
Southington	CT	Comprehensive Analysis of Fire Services
Dover	DE	Comprehensive Analysis of Police Department
Dover	DE	Comprehensive Analysis of Fire Services
Alachua	FL	Expert Witness Law Enforcement Issues
Tamarac	FL	Analysis of Sheriff's Contract Services
Inverness	FL	Comprehensive Analysis of Fire Services
Delray Beach	FL	Comprehensive Analysis of Police Services
Delray Beach	FL	Comprehensive Analysis of Fire Services
Dunedin	FL	Police Consolidation Review
Hollywood	FL	Police Internal Affairs Review
Indian River Shores	FL	Public Safety Staffing Analysis
Indian River Shores	FL	Public Safety Study
Jacksonville Bch	FL	Police Chief Selection
Jupiter	FL	Police and Fire
Hobe Sound	FL	Public Safety Consolidation
Kenneth City	FL	Comprehensive Analysis of Police Services
Miami Beach	FL	Comprehensive analysis of Fire Services
Naples	FL	Presentation
North Port	FL	Comprehensive Analysis of Police Services
Orlando	FL	Expert Witness Law Enforcement Issues
Land O' Lakes	FL	Comprehensive analysis of Fire Services
New Port Richey	FL	Sheriff Budget Analysis
Pompano Beach	FL	Comprehensive Analysis of Police Services
Venice	FL	Comprehensive Analysis of Fire Services
Kingsland	GA	Comprehensive Analysis of Fire Services
Kingsland	GA	Fire Consolidation St Marys
Woodbine	GA	Police Consolidation Study
Garden City	GA	Preliminary Analysis Public Safety Merger

Johns Creek	GA	Analysis of Fire Services
Kingsland	GA	Fire Consolidation Study
Sandy Springs	GA	Comprehensive Analysis of Police Department
St. Marys	GA	Fire Consolidation Study
Boone	IA	Public Safety Consolidation
Boone	IA	Performance Measurement of Municipal
Hayden	ID	Comprehensive Analysis of Police Services
Jerome	ID	Analysis of Police Services
Algonquin	IL	Performance Measurement Analysis
Glenview	IL	Comprehensive Analysis of Police & Fire Services
Glenview	IL	Comprehensive Analysis of Police Services
Glenview	IL	Dispatch Operations Review
Highland	IL	Comprehensive Analysis of Fire Services
Highland Park	IL	Comprehensive Analysis of Fire Consolidation
Highwood	IL	Comprehensive Analysis of Fire Consolidation
Lake Bluff	IL	Analysis of Fire Consolidation
Lake Bluff	IL	Fire Data Review
Lake Forest	IL	Analysis of Fire Consolidation
Lake Zurich	IL	Comprehensive Analysis of fire services
Naperville	IL	Workload, Staffing & Schedule Design
Roseville	IL	Comprehensive Analysis of Police Services
Skokie	IL	Police Study
Western Springs	IL	Comprehensive Analysis of Police Services
Indianapolis	IN	Police Workload & Deployment Services
Plainfield	IN	Comprehensive Analysis of Police Services
Topeka	KS	Preliminary review of Fire Department
Northborough	MA	Comprehensive Analysis of Police Services
Northborough	MA	Comprehensive Analysis of Fire Services
Cambridge	MD	Performance Measurement Study
Annapolis	MD	Comprehensive Analysis of Police Services
Ocean City	MD	Dispatch Operations Review
Ann Arbor	MI	Comprehensive Analysis of Fire Services
Auburn Hills	MI	Comprehensive Analysis of Fire Services
Auburn Hills	MI	Comprehensive Analysis of Police Services
Benton Harbor	MI	Public Safety Consolidation
Chesterfield	MI	Comprehensive Analysis of Police Services
Lansing	MI	Comprehensive Analysis of Police Services
Lansing	MI	Comprehensive Analysis of Fire Services
Detroit	MI	Police Department Review
Douglas	MI	Comprehensive Analysis of Police Services
Flint	MI	Comprehensive Analysis of Fire Services
Flint	MI	Comprehensive Analysis of Police Services

Grand Rapids	MI	Comprehensive Analysis of Police Services
Grand Rapids	MI	Comprehensive Analysis of Fire Services
Kingsley	MI	Comprehensive Analysis of Fire Services
Interlochen	MI	Comprehensive Analysis of Fire Services
Grosse Pointe	MI	Public Safety Consolidation
Grosse Pointe	MI	Public Safety Consolidation
Hamtramck	MI	Police Study
Grand Rapids	MI	Comprehensive Analysis of Police & Fire Services
Grand Rapids	MI	Analysis of Police Services Consolidation
Kentwood	MI	Analysis of Fire Services Consolidation
Flint	MI	Comprehensive Analysis of Police Services
Flint	MI	Comprehensive analysis of Fire Services
Novi	MI	Comprehensive Analysis of Police Services
Novi	MI	Comprehensive analysis of Fire Services
Kalamazoo	MI	Police Workload / Contract for Services Analysis
Petoskey	MI	Public Safety Consolidation
Plymouth	MI	Fire Services Consolidation
Plymouth	MI	Fire Service Analysis
Royal Oak	MI	Comprehensive Analysis of Police Services
Royal Oak	MI	Comprehensive Analysis of Fire Services
Saginaw	MI	Comprehensive Analysis of Police Services
Saginaw	MI	Comprehensive Analysis of Fire Services
Vicksburg	MI	Financial Analysis of Fire Authority
Saint Joseph	MI	Public Safety Consolidation
Sturgis	MI	Public Safety Analysis
Troy	MI	Comprehensive Analysis of Police Services
Troy	MI	Review of Fire Administration and Inspections
Wyoming	MI	Comprehensive Analysis of Police Services 2012
Wyoming	MI	Comprehensive Analysis of Fire Services 2012
Wyoming	MI	Comprehensive Analysis of Police Services 2009
Wyoming	MI	Comprehensive Analysis of Fire Services 2009
Mankato	MN	Public Safety Study
Moorhead	MN	Comprehensive Analysis of Fire Services
Saint Cloud	MN	Police Strategic Planning Review
Saint Cloud	MN	Comprehensive Analysis of Police Services
Brentwood	MO	Comprehensive Analysis of Police Services
Saint Louis	MO	Comprehensive Analysis of Fire Services
Saint Louis	MO	Comprehensive Analysis of Police Services
Saint Louis	MO	Standard of Response / risk assessment
Bozeman	MT	Fire Protection Master Plan
Bald Head Island	NC	Public Safety Staffing Review
Bald Head Island	NC	Public Safety Consolidation

Chapel Hill	NC	Comprehensive Analysis of police services
Cornelius	NC	Fire Consolidation Study
Davidson	NC	Fire Consolidation Study
Greenville	NC	Comprehensive Analysis of Fire Services
Oxford	NC	Comprehensive Analysis of Fire Services
Oxford	NC	Comprehensive Analysis of Police Services
Rocky Mount	NC	AED Grant assistance
Rocky Mount	NC	Comprehensive Analysis of Police Services
Grand Island	NE	Comprehensive Analysis of Police Services
Grand Island	NE	Comprehensive Analysis of Fire Services
South Sioux City	NE	Fire Services Strategic Plan
East Brunswick	NJ	EMS Study
Oradell	NJ	Comprehensive Analysis of Police Services
Paterson	NJ	Comprehensive Analysis of Police Services
South Orange	NJ	Comprehensive Analysis of Police Services
Westwood	NJ	Comprehensive Analysis of Police Services
Bernalillo	NM	Comprehensive Analysis of Fire Services
Las Cruces	NM	Comprehensive Analysis of Fire Services
Las Cruces	NM	Comprehensive Analysis of Police Services
Ruidoso	NM	Comprehensive Analysis of Police Services
Boulder City	NV	Police Organizational Study
Henderson	NV	Comprehensive Analysis of Police Services
Las Vegas	NV	Comprehensive Analysis of Fire Services
North Las Vegas	NV	Fire Workload Analysis
Bria Cliff Manor	NY	Analysis of police consolidation
Garden City	NY	Comprehensive Analysis of Fire Services
Long Beach	NY	Comprehensive Analysis of Fire and EMS services
Armonk	NY	Comprehensive Analysis of Police Services
Oneonta	NY	Comprehensive Analysis of Fire and EMS services
Oneonta	NY	Fire Apparatus Review
Orchard Park	NY	Comprehensive Analysis of Police Services
Ossining	NY	Analysis of police consolidation
Ossining	NY	Analysis of police consolidation
Rye	NY	Police Chief Selection
Watertown	NY	Comprehensive Analysis of Fire Services
Cincinnati	OH	Police Dispatch Review
Dayton	OH	Police Internal Affairs Review
Huron	OH	Comprehensive Analysis of Police Services
Huron	OH	Comprehensive Analysis of Fire Services
Independence	OH	Comprehensive Analysis of Police Services
Independence	OH	Comprehensive Analysis of Fire Services
Sandusky	OH	Fire Study

Sandusky	OH	Police Study
Broken Arrow	OK	Comprehensive Analysis of Police Services
Broken Arrow	OK	Comprehensive Analysis of Fire Services
Edmond	OK	Comprehensive Analysis of Police Services
Jenks	OK	Comprehensive Analysis of Police Services
Jenks	OK	Comprehensive Analysis of Fire Services
Muskogee	OK	Comprehensive Analysis of Police Services
Tulsa	OK	Comprehensive Analysis of Fire Services
Bend	OR	Comprehensive Analysis of Police Services
Grants Pass	OR	Comprehensive Analysis of Fire Services
Grants Pass	OR	Comprehensive Analysis of Police Services
Grants Pass	OR	Public Safety Strategic Plan Development
Ontario	OR	Comprehensive Analysis of Police Services
Ontario	OR	Comprehensive Analysis of Fire Services
Mohnton	PA	Comprehensive Analysis of Police Services
Mohnton	PA	Police Chief Selection
Ephrata	PA	Comprehensive Analysis of Police Services
Farrell	PA	Comprehensive Analysis of Police Services
Jamestown	PA	Comprehensive Analysis of Police Services
Wrightsville	PA	Comprehensive Analysis of Police Services
Lancaster	PA	Police Study
Berwyn	PA	Comprehensive Analysis of Police Services
East Providence	RI	Comprehensive Analysis of Fire Services
East Providence	RI	Expert Witness Fire Issues
Beaufort	SC	Review of Fire Service Contract
Beaufort	SC	Comprehensive Analysis of Police Services
Beaufort	SC	Comprehensive Analysis of Fire Services
Walterboro	SC	Comprehensive Analysis of Public Safety Dept.
Rapid City	SD	Comprehensive Analysis of Fire Services
Germantown	TN	Comprehensive Analysis of Fire Services
Johnson City	TN	Comprehensive Analysis of Fire Services
Johnson City	TN	Comprehensive Analysis of Police Services
Smyrna	TN	Comprehensive Analysis of Police Services
Smyrna	TN	Comprehensive Analysis of Fire Services
Addison	TX	Comprehensive Analysis of Fire Services
Addison	TX	Comprehensive Analysis of Police Services
Baytown	TX	EMS Study
Belton	TX	Comprehensive Analysis of Police Services
Belton	TX	Comprehensive Analysis of Fire Services
Belton	TX	Police Chief Selection
Belton	TX	Fire Chief Selection
Buda	TX	Comprehensive Analysis of Police Services

Cedar Park	TX	Comprehensive Analysis of Police Services
Conroe	TX	Fire Services Analysis and Standard of Response
Frisco	TX	Comprehensive Analysis of Fire Services
Highland Village	TX	Fire Review
Hutto	TX	Comprehensive Analysis of Fire Services
Lucas	TX	Fire and EMS Analysis
New Braunfels	TX	Fire Study
New Braunfels	TX	Police Study
Prosper	TX	Comprehensive Analysis of Police Services
Round Rock	TX	Comprehensive Analysis of Fire Services
Sugarland	TX	Fire Department Overtime Analysis
Sugarland	TX	Comprehensive Analysis of Fire Services
Victoria	TX	Comprehensive Analysis of Police Services
Washington City	UT	Comprehensive Public Safety Analysis
Hampton	VA	Police Chief Selection
Leesburg	VA	Comprehensive Analysis of Sheriff Services
Leesburg	VA	Comprehensive Analysis of Fire Services
Bonney Lake	WA	Comprehensive Analysis of Police Services
Lacey	WA	Comprehensive Analysis of Fire Services
Snoqualmie	WA	Police Workload & Deployment Analysis
Spokane Valley	WA	Comprehensive Analysis of Police Services
Vancouver	WA	Comprehensive Analysis of Police Services
Vancouver	WA	Police Chief Selection
Menomonie	WI	Sheriff Office Study
Wauwatosa	WI	Comprehensive Analysis of Fire Services
Wauwatosa	WI	Comprehensive Analysis of Police Services
Jackson	WY	Police Consolidation Review
Laramie	WY	Comprehensive Analysis of Police Services
Jackson	WY	Police Consolidation Review

CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH
CENTER FOR PUBLIC SAFETY MANAGEMENT, LLC

THIS AGREEMENT is made and entered into this 25th day of September, 2017, by and between the CITY OF PLACENTIA, a municipal corporation, and CENTER FOR PUBLIC SAFETY MANAGEMENT, a District of Columbia LLC (CPSM)

W I T N E S S E T H:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to assess the workload and operations of the Placentia Police Department through comprehensive data collection and analysis, developing recommendations for balancing workload and greater efficiency, as more fully described herein; and

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

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

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

(a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

(b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

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

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

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

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

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A". Consultant's total compensation shall not exceed Fifty-Five Thousand, One Hundred Dollars ($ 55,100.00).

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 Administrator is authorized to approve a Change Order for such additional services.

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

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

3.0. TIME OF PERFORMANCE

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

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 12 months, ending on September 25, 2018, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

a. Be adjudged a bankrupt;

b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;

c. Make a general assignment for the benefit of creditors;

d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;

e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or

f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination within thirty-five (35) days after service of the notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant. City shall not be liable for any claim of lost profits.

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

5.0. INSURANCE

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

(a) Broad-form commercial general liability, in a form at least as broad as ISO from #CG 00 01 04 13, 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. If Consultant maintains higher limits that the spedified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Consultant.

(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, each incident 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 for any employee or employees of Consultant. 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 polices 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 and endorsements 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:	IF TO CITY:
CPSM 475 K Street, Suite 702 Washington, DC. 20001 Tel:716-969-1360 Fax: Lmatarese@CPSM.US Attn: Leonard Matarese	City of Placentia 401 E. Chapman Placentia, CA 92870 Tel: 714-920-7236 Fax: 714-524-3459 Attn: Brad Butts

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

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

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

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

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

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

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

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

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

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

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

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

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

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Consultant's Proposal.

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

____________________________ Date: ____________________
Craig Green
Mayor

ATTEST:

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

CONSULTANT

____________________________ Date: ____________________
Signature

____
Name and Title

____
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

______________________________ Date: ____________________

City Attorney

APPROVED AS TO INSURANCE:

______________________________ Date: ____________________

Risk Management

APPROVED AS TO CONTENT:

______________________________ Date: ____________________

Brad Butts
Patrol Lieutenant

DEPARTMENTAL APPROVAL

______________________________ Date: ____________________

Darin Lenyi
Chief of Police

EXHIBIT A

CONSULTANT'S PROPOSAL

EXHIBIT B

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

ACORD

CENTFOR-04 NACEVEDO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/12/2017

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	CONTACT NAME:	
Clements Worldwide 1301 K St. NW Suite 1200 Washington, DC 20005	PHONE (A/C, No, Ext): (202) 872-0060	FAX (A/C, No):
	E-MAIL ADDRESS: Info@Clements.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Lloyds of London - April 08	
INSURED Center for Public Safety Management Leonard Matarese 475 K Street, NW, Suite 702 Washington, DC 20001	INSURER B : Hartford	22357
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:			PSE02183307	05/05/2017	05/05/2018	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 250,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ Excluded
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			PSE02183307	05/05/2017	05/05/2018	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		30WBCCQ4108	05/05/2017	05/05/2018	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Prof Liability			PSE02183307	05/05/2017	05/05/2018	Agg. Limit	2,000,000

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

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 Manisha Ray

Placentia City Council
AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF COMMUNITY SERVICES

DATE: SEPTEMBER 19, 2017

SUBJECT: **BUDGET UPDATE FOR THE EDWIN T. POWELL BUILDING ROOF REPLACEMENT AND IMPROVEMENTS**

FISCAL IMPACT:
EXPENSE: $135,000
REVENUE: $112,000 REHABILITATION REIMBURSEMENTS FUND
$ 15,000 PARK IN-LIEU FUNDS
$ 8,000 GENERAL FUND

SUMMARY:

On May 16, 2017 City Council approved an agreement to Best Contracting Services, Inc., for the Edwin T. Powell Building Roof Replacement and Improvements. This report contains a budget update on this project. There are no changes to the scope of work or project amount. Previously, it was stated that Community Development Block Grant (CDBG) funding would be used to fund this project, however, the Rehabilitation Reimbursements Fund will be utilized in-lieu of CDBG funding.

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, Authorizing the Amendment of the Fiscal Year 2017-18 Budget; and

2. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

DISCUSSION:

On May 16, 2017 City approved an award of contract to Best Contracting Services, Inc. The scope of this project entails the roof replacement, minor wall repairs and installation of gutters and downspouts in the Edwin T. Powell Building. The Edwin T. Powell Building is an approximately 4,732 square-foot one-story building constructed in 1927 and located at 143 South Bradford

Avenue. The current roof is original to the building, thus it has reached the end of its life cycle and needs replacement.

There are no changes to the scope of work or project amount. Previously, it was stated that CDBG funding would be used to fund this project, however, the Rehabilitation Reimbursements Fund will be utilized in-lieu of CDBG funding.

FISCAL IMPACT:

A total of $112,000 in Rehabilitation Reimbursements Fund and $15,000 in Park In-Lieu Fees have been budgeted in the Fiscal Year 2016-17 Capital Improvement Program Budget for this project. In addition, a total of $8,000 General Fund Dollars will be used for this project.

Prepared by:

Sandra J. Gonzalez
Director of Community Services

Reviewed and approved:

Shally Lin
Interim Finance Director

Reviewed and approved:

Damien R. Arrula
City Administrator

Attachment:
Budget Amendment

RESOLUTION NO. R-2017-57

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, AUTHORIZING THE AMENDMENT OF THE FISCAL YEAR 2017-18 BUDGET.

A. Recitals

(i). The adopted budget for the 2017-18 Fiscal Year sets out estimated appropriations for City expenses throughout the year.

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

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

B. Resolution

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

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

2. The adopted budget for Fiscal Year 2017-18, Resolution No. R-2017-xx, as heretofore amended, hereby is amended to reflect the following transfer of funds from the Account specified to the Account specified:

FUND	DESCRIPTION	DEPARTMENT	GL ACCOUNT #	AMOUNT
Community Development Block Grant Fund	Capital Projects	Community Services	300000-8033	-$112,000
Community Development Block Grant Fund	Fund Balance	N/A	0030-3001	$112,000
Rehabilitation Reimbursement Fund	Capital Projects	Community Services	590000-8033	$112,000
Rehabilitation Reimbursement Fund	Fund Balance	N/A	0059-3001	-$112,000

PASSED, ADOPTED AND APPROVED this 19th day of September, 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 19th day of September, 2017 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

PATRICK J. MELIA,
CITY CLERK

APPROVED AS TO FORM:

CHRISTIAN BETTANHAUSEN,
CITY ATTORNEY

Placentia City Council
AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF DEVELOPMENT SERVICES

DATE: SEPTEMBER 19, 2017

SUBJECT: **SECOND READING OF ORDINANCE NO. O-2017-07 ADOPTING ZONE CHANGE 2017-03 AND ZONING CODE AMENDMENT 2017-04 TO ESTABLISH THE NORTHEAST CORNER OF PLACENTIA AVENUE AND CROWTHER AVENUE AS COMMUNITY COMMERCIAL (C-2) ZONING DISTRICT WITH A "HEIGHT OVERLAY DISTRICT (H65)" AND NEW "H" OVERLAY DEVELOPMENT STANDARDS**

FISCAL IMPACT: Expected proceeds from the sale of a City-owned property within the project area subsequent to this action would be paid back to the General Fund. Additional potential economic benefits in the form of job creation, development impact fees, transient occupancy taxes, property taxes and sales tax.

SUMMARY:

On September 12, 2017, a public hearing was held to consider a General Plan Amendment, Zone Change, and Zoning Code Amendment that would collectively change the zoning and land use designation for the project site and would also create the Height Overlay Districts Chapter of the Zoning Code. At that meeting, the City Council adopted Resolution No. R-2017-55 which: 1) Adopted Mitigated Negative Declaration 2017-03 for the project in accordance with the California Environmental Quality Act (CEQA); and 2) Adopted General Plan Amendment 2017-03 to change the existing General Plan Land Use designation of the project area from "Industrial" to "Commercial". Also approved on September 12, 2017, was the the first reading of Ordinance No. O-2017-07, approving Zone Change 2017-03, changing the zoning district of the project area from "Commercial Manufacturing" (C-M) and "Manufacturing" (M) to a "Community Commercial" (C-2) zoning district with a newly established "Height Overlay Districts" (H) designated as "C-2-H65" for the project site, and Zoning Code Amendment (ZCA) 2017-04, establishing a new "H" overlay district with related development standards that will permit a 65-foot height maximum for the project area, which will take effect 30 days after adoption.

RECOMMENDATION:

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

1. Waive full reading, by title only, and adopt Ordinance No. O-2017-07, an Ordinance of the City Council of the City of Placentia, California adding Chapter 23.61 entitled "Height Overlay Districts" and amending the Official Zoning Map of the City of Placentia for the

Project Area from "C-M" and "M" to "C-2-H65" (Community Commercial – Height Overlay District).

BACKGROUND

The project site is currently located within a highly urbanized and developed area of the City, surrounded by existing commercial and industrial land uses. The project site is comprised of eight parcels measuring approximately 7.3 acres located at the northeast corner of Placentia Avenue and Crowther Avenue. The triangular site is boarded by the Orange Freeway/State Route 57 (SR 57) on the east, Crowther Avenue on the south, Placentia Avenue on the west. The Burlington Northern and Santa Fe Railway (BNSF) bifurcates the two northerly most parcels at 350 and 380 S. Placentia Avenue (Assessor Parcel Numbers 339-443-01/02) from the remaining six, which was acquired by the City resulting from the Orange County Transit Authority (OCTA) OC Bridges Project at Placentia Avenue. Vehicular access is restricted from southbound Placentia Avenue traffic by a raised landscaped median. The six southerly parcels maintain vehicular access along Crowther Avenue or Industrial Way.

The City currently owns real property at 350 and 380 S. Placentia Avenue, (Assessor Parcel Numbers 339-443-01/02), (collectively, the "Property"). The Property was acquired by the City for right-of-way needed for the Placentia Avenue Grade Separation Project (the "Project"). These properties were originally purchased utilizing Caltrans restricted funds and eventually paid for with a loan from the Orange County Transportation Authority (OCTA). In compliance with OCTA Cooperative Agreements No. C-9-0864 and C-9-0412, upon completion of the Project, the City was required to pay OCTA the full market value of the Property. On October 18, 2016, the City Council authorized a Loan and Repayment Agreement between the City's Sewer Maintenance Fund and the City of Placentia General Fund to pay OCTA the full market value of the Property, which was determined to be $1,552,000 (the "Payment"). Amongst other requirements, the loan documents required the City to market the Property for sale. While ultimately, the loan was never effectuated, the City still began the process of marketing the property for future development for the purpose of repaying its General Fund for the amount remitted to OCTA.

On May 16, 2017, the City Council awarded a Professional Services Agreement to Kosmont & Associates, Inc. for Real Estate Advisory Services for 350 and 380 S. Placentia Avenue to properly market the Property. The Rezoning of the subject Property to C-2 with a 65-foot height overlay zone will allow for various commercial retail including hotel, supermarkets, and restaurants in this Property, and would likely maximize the value of the Property. It is Staff's desire to attract a viable hotel developer at this location due to its proximity to the 57 Freeway. The proceeds from the sale of the Property would be used to pay back the full amount to the General Fund.

On September 12, 2017, the City Council conducted a public hearing to consider the project related entitlements which include a General Plan Amendment, Zone Change, and Zoning Code Amendment and adoption of a Mitigated Negative Declaration. City Council approved the project, approved the project by adopting Resolution No. 2017-55 which adopted a Mitigated Negative Declaration for the project and approved General Plan Amendment 2017-03, and also approved first reading of Ordinance No. O-2017-07, approving Zone Change 2017-03, changing the zoning district of the project area from "Commercial Manufacturing" (C-M) and "Manufacturing" (M) to a

"Community Commercial" (C-2) zoning district with a newly established "Height Overlay Districts" (H) designated as "C-2-H65", and Zoning Code Amendment (ZCA) 2017-04, establishing a new "H" overlay district with development standards that will permit a 65-foot height maximum for the project area, which will take effect 30 days after adoption.

DISCUSSION:

Ordinance No. O-2017-07 will add Chapter 23.61 entitled "Height Overlay Districts" and amend the Official Zoning Map of the City of Placentia for the Project Area from "C-M" and "M" to "C-2-H65" (Community Commercial – Height Overlay District), for a project area that is approximately 7.3 acres in area.

ENVIRONMENTAL REVIEW:

In accordance with the California Environmental Quality Act (CEQA) (Public Resources Code §§ 21000-21177) and pursuant to §15063 of Title 14 of the California Code of Regulations (CCR), the City of Placentia, acting in the capacity of Lead Agency, adopted a Mitigated Negative Declaration (MND) by adopting City Council Resolution No. R-2017-55 on September 12 2017.

FISCAL IMPACT:

Greater opportunities to revitalize the project area have been afforded through the future construction of the new Metrolink station right near the City's town center in Old Town Placentia, including the recent approvals of the TOD Packing House District and Old Town Revitalization Plan. The positive effect of Metrolink and passage of two master plans provides a foundation for revitalization of the City's downtown area. Leveraging this significant asset, the purpose of the proposed land use reclassification is to maximize the value of the properties within the adjacent project area and provide for businesses which, through characteristics of their operation, including types of goods marketed and/or services offered, cater to residents of the entire City rather than to a neighborhood area. This project area will allow for various commercial retail including, hotel, supermarkets, and restaurants within the project area. It is Staff's opinion that the project area will have a symbiotic relationship with the TOD Packing House District and Old Town Revitalization Plan project area, thereby ensuring the economic vitality of all districts and contributing toward the fiscal sustainability of the City.

Expected proceeds from the sale of a City-owned property within the project area subsequent to this action would be paid back to the General Fund. Additional potential economic benefits in the form of job creation, development impact fees, transient occupancy taxes, property taxes and sales taxes may be available depending on final development types.

Prepared by:

Andrew A. Gonzales
Senior Planner

Reviewed and approved:

Joseph M. Lambert
Director of Development Services

Reviewed and approved:

Damien R. Arrula
City Administrator

Attachments:

Ordinance No. O-2017-07

Exhibit A: Map of Project Area

Exhibit B: Height Overlay Districts adding Chapter 23.61 to the Placentia Municipal Code

ORDINANCE NO. O-2017-07

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA ADDING CHAPTER 23.61 ENTITLED "Height Overlay Districts" AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF PLACENTIA, FOR THE PROJECT AREA, FROM "C-M" AND "M" TO "C-2-H65" (Community Commercial - Height Overlay District)

City Attorney Summary

This Ordinance would add Chapter 23.61 to the City of Placentia Municipal Code creating height restrictions within the proposed C-2 project area, which is bordered by Placentia Avenue and the 57 freeway. Additionally, adopting Chapter 23.61 results in an amendment to the Official Zoning Map of the City of Placentia. Furthermore, the existing zoning districts within the project area identified as C-M and M will be modified to a C-2 zoning district.

A. Recitals.

(i). Opportunities to revitalize the project area are afforded through the future construction of the new Metrolink station adjacent to the City's town center in Old Town Placentia, including recent approvals of the TOD Packing House District and Old Town Revitalization Plan. The positive impacts attributed to the future construction of the Metrolink station and passage of two development plans provide a foundation for revitalization of the City's downtown area. Leveraging this significant asset to transform this area into an economically vibrant, multimodal area. The purpose of land use reclassification is to provide for businesses which, through characteristics of their operation, including types of goods marketed and/or services offered, cater to residents of the entire city rather than to a neighborhood area. This project area allows for various commercial retail including, hotel, supermarkets, and restaurants within the project area. The project area will have a symbiotic relationship with TOD Packing House District and Old Town Revitalization Plan project areas, thereby ensuring the economic vitality of all districts and contribute to the fiscal stability of the City of Placentia.

(ii.) The City of Placentia wishes to adopt new development standards for the "Height Overlay Districts" (H) zone for the project area. Implementation of "H" standards require various City Council approvals including, adding Chapter 23.61 entitled "Height Overlay Districts" to the City of Placentia Municipal Code creating development standards for properties within the project area boundaries and amending the Official Zoning Map of the City of Placentia, creating Municipal Code Section 23.61 to establish the Height Overlay Districts, amending the Land Use Element of the City of Placentia General Plan, and certification of a Mitigated Negative Declaration to ensure environmental impacts of the GPA, ZC, and ZCA are mitigated to a level that is less than significant in accordance with the California Environmental Quality Act ("CEQA") and the City of Placentia Environmental Guidelines as codified in Title 14 of the California Code of Regulations ("CCR") Section 15000 et. seq., Public Resources Code Section 21000 et. seq.

(iii.) In accordance with CEQA, an Initial Study was prepared to review and consider the environmental impacts of the land use change. Based upon the Initial Study, on or about July 7, 2017, the City of Placentia, as lead agency, published a Notice of Intent to Adopt a Mitigated Negative Declaration ("MND") based on potentially significant impacts on the environment with respect to transportation/traffic. The MND incorporated mitigation measures that would bring all environmental effects of the GPA, ZC, and ZCA to a level that is less than significant.

(iv.) The Initial Study (IS) and MND were made available for twenty (20) days ("public review period") during which time the public could comment on the IS/MND in accordance with CCR Section 15073. After completion of the public review period, no comments were received on the Mitigated Negative Declaration during the public review period.

(v.) On or about August 8, 2017, the Planning Commission of the City of Placentia held a duly noticed public hearing and recommended to the City Council approval of the modifications to change the current land use designation from "Industrial" to "Commercial", change the the existing zoning from "Commercial Manufacturing" (C-M) and "Manufacturing" (M) to "Community Commercial" (C-2), including establishment of a new "Height Overlay Districts" (H), adding Chapter 23.61 entitled "Height Overlay Districts" to the City of Placentia Municipal Code creating development standards for properties within the project area, amending the official Zoning Map of the City of Placentia and Land Use Element of the General Plan, and adoption of a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the entire project.

(vi.) The City of Placentia provided notice of the City Council's public hearing in accordance with California Government Code Section 65090 and the City of Placentia Municipal Code Section 23.96.030.

(vii.) All other legal prerequisites to the adoption of this resolution have occurred.

B. Ordinance.

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

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

SECTION 2. The Mitigated Negative Declaration circulated for public review contains all contents as required in CCR Section 15071. The City has complied with the requirements of CEQA and the City of Placentia Environmental Guidelines. In adopting Resolution No. R-2017-55, the City Council certified and adopted Mitigated Negative Declaration 2017-03 and adopted a Mitigation Monitoring and Reporting Program (MMRP) for the project in compliance with CEQA and the City of Placentia Environmental Guidelines.

SECTION 3. The City Council hereby amends the Official Zoning Map of the City of Placentia for the project area, maintained in accordance with the provisions of § 23.08.020 of the Placentia Municipal Code, as set forth in Exhibit "A" attached hereto and by this reference made a part hereof. The zone chage for properties shown on Exhibit "A" is a change from "M" and "C-M" to "C-2(H65)".

SECTION 4. The City Council further approves an amendment to the City of Placentia Municipal Code by adding Chapter 23.61 entitled "Height Overlay Districts" as set forth in Exhibit "B".

SECTION 5. The City Council finds, in accordance with the requirements of Section 23.96.040 ("Amendments") of the Placentia Municipal Code, that the proposed amendment to the municipal code will not be detrimental to the health, safety or general welfare of the persons residing or working within the neighborhood of the proposed amendment or within the city, and that it will not be injurious to property or improvements within the neighborhood or within the city. The City Council also finds that the amendment is consistent with the latest adopted General Plan.

SECTION 5. If any section, subsection, sentence, clause, or phrase of this ordinance and/or the documents in support of this ordinance is/are for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 8. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same, or the summary thereof, to be published and posted pursuant to the provisions of law and this Ordinance shall take effect thirty (30) days after passage.

PASSED, APPROVED AND ADOPTED this 19th day of September, 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 Ordinance was adopted at a regular meeting of the City Council of the City of Placentia, held on the 19th day of September, 2017 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

PATRICK J. MELIA, CITY CLERK

APPROVED AS TO FORM:

CHRISTIAN L. BETTENHAUSEN, CITY ATTORNEY

Exhibit "A"

Map of Project Area


339-441-01
339-441-02
339-442-01
339-442-02
339-442-03
339-443-05
339-443-06
339-443-03
S PLACENTIA AVE
SANTA CLARA AVE
FENDER AVE
INDUSTRIAL WAY
W CROWTHER AVE
ORANGE FWY
N
0
75
150
300 Feet
Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

Exhibit "B"

Height Overlay Districts
Development Standards

Placentia Municipal Code

Chapter 23.61 Height Overlay Districts

23.61.010 Purpose.
The Height Overlay Districts (H) zone is established to preserve and promote the health, safety, and general welfare of the community, and to promote quality design consistent with General Plan policies by allowing for modifications to the building height standards established in a base zone. A building height standard may be reduced for the purpose of achieving design or public safety goals, or for avoiding possible detrimental impacts of building height or mass on neighboring properties or public right-of-way. Building height standards may also be increased to provide an incentive for mixed-use projects or to facilitate a more efficient and desirable use of land. The Height Overlay Districts zone may be applied to any zone and may be applied in conjunction with other overlay zones.

23.61.020 Application of Height Overlay Zone.
Whenever the Height Overlay Districts is established on any property, no building or structure shall be constructed on said property higher than the number of feet specified after the H on the official Zoning Map of the City, and said number of feet shall take precedence over the height requirement permitted by the underlying zone. For example, C-2-H65 indicates that the base zone of the property is C-2 (Community Commercial) and the maximum number of feet permitted for a building is 65 feet~~.~~**, in lieu of the 35-foot height maximum allowed within the C-2 zone.**

23.61.030 Building Height Limit.
The maximum overall building height limit in the Height Overlay Districts shall be measured between the average level of the highest and lowest elevations of the land covered by the structure and the highest point of the roof or parapet wall covering that structure. **Architectural and building project shall be permitted to exceed the limits of the Height Overlay, pursuant to the provisions of the underlying zone.**

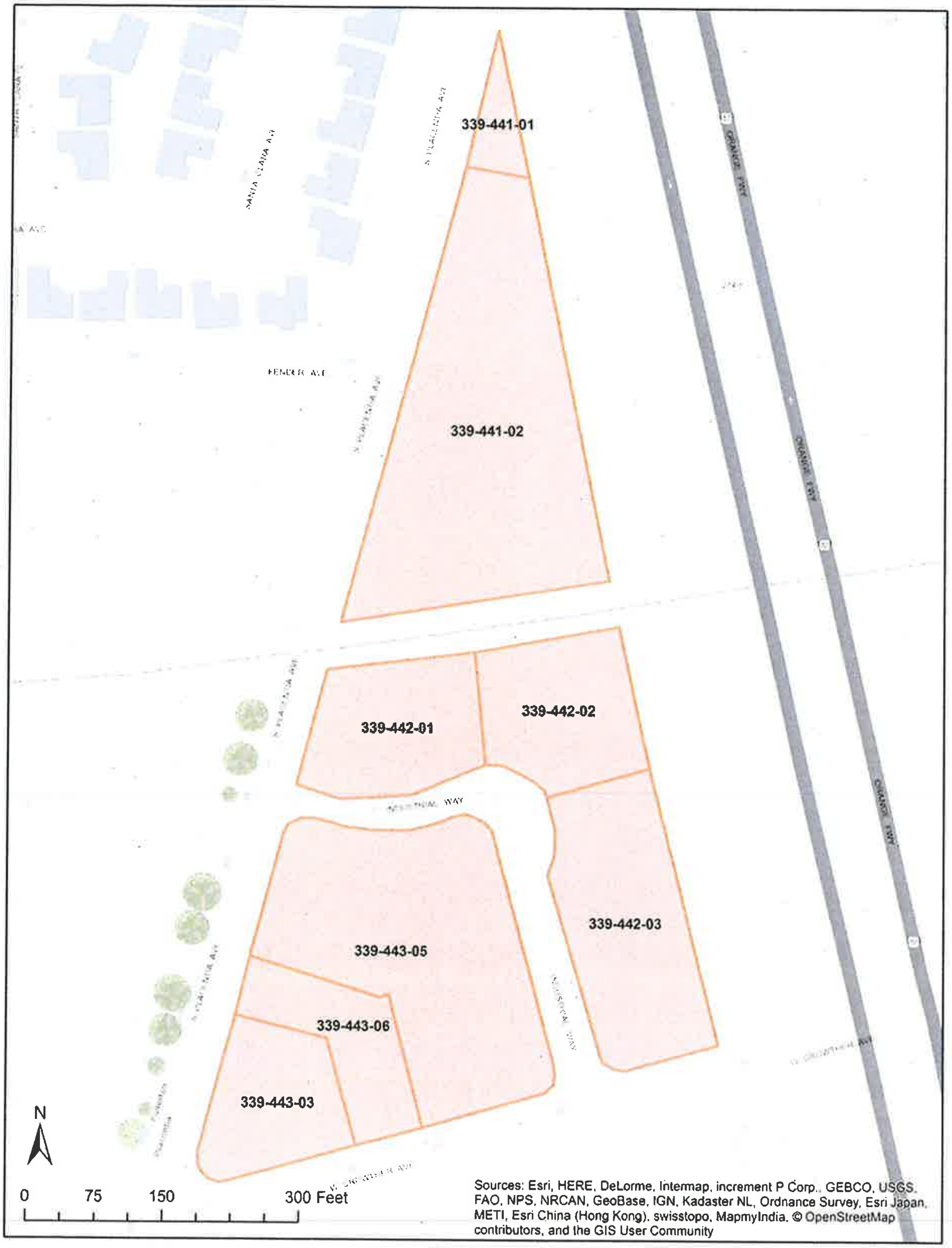
23.61.040 Eligibility.
The contiguous boundaries of Height Overlay Districts shall consist of a minimum of one gross acre or more.

~~23.61.050 Height Variance Prohibited~~

~~Additional building height may not be approved subject to the granting of a variance in the manner prescribed by this Title.~~

Exhibit "A"

Map of Project Area


339-441-01
339-441-02
339-442-01
339-442-02
339-442-03
339-443-05
339-443-06
339-443-03
N
0 75 150 300 Feet
Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

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~~23.61.050 Height Variance Prohibited~~

~~Additional building height may not be approved subject to the granting of a variance in the manner prescribed by this Title.~~

Housing Successor Agency
to the Redevelopment Agency of the City of Placentia
AGENDA REPORT

TO: HOUSING SUCCESSOR AGENCY

VIA: CITY ADMINISTRATOR/EXECUTIVE DIRECTOR

FROM: HOUSING SUCCESSOR AGENCY STAFF

DATE: SEPTEMBER 19, 2017

SUBJECT: **AGREEMENT WITH KOSMONT REALTY CORPORATION FOR REAL ESTATE BROKERAGE SERVICES AND 33433 SUMMARY REPORT FOR HOUSING SUCCESSOR AGENCY PROPERTIES LOCATED AT 229 ALTA STREET (APN: 339-061-10) AND 229 MAIN STREET (APN 339-364-18)**

FISCAL IMPACT:

EXPENSE:	$TBD	(Brokerage Services & 33433 Report)
OFFSETTING REVENUE:	$TBD	(Sale of the Properties)

NO GENERAL FUND DOLLARS WILL BE USED FOR THIS PROJECT

SUMMARY:

The Housing Successor Agency of the former Redevelopment Agency of the City of Placentia (Successor Agency) requires real estate brokerage services and the preparation of a 33433 Summary Report to sell certain low-mod properties it owns located at 229 Alta Street (APN: 339-061-10) and 229 Main Street (APN: 339-364-18), (collectively "the Properties"). Staff is recommending entering into a Professional Services Agreement (Agreement) with Kosmont Realty Corporation (Kosmont) to assist Staff in marketing, disposition, and sale of the Properties as well as preparation of a 33433 summary report in connection with the sale of the Properties as required by Section 33433 of the Community Redevelopment Law. Upon sale of the properties, the low-mod proceeds will be utilized to acquire a City held property on Baker Street, which will fulfill the assembly of low-mod properties in that area. This will enable the City to issue a request for proposals (RFP) to the development community for a potential low-mod development in the area to support the goals outlined in the City's Housing Element and Regional Housing Needs Allocation (RENA).

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Approve Resolution RSA-2017-XX, A Resolution of the City Council of the City of Placentia, California, Acting as the Housing Successor Agency to the Placentia Redevelopment Agency of the City of Placentia Approving a Professional Services Agreement with Kosmont Realty Corporation for Real Property Brokerage Services and a 33433 Summary Report for 229 Alta Street and 229 Main Street; and

1.h.

September 19, 2017

2. Award a Professional Services Agreement to Kosmont Realty Corporation for Real Property Brokerage Services and a 33433 Summary Report for 229 Alta Street and 229 Main Street; and

3. Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

DISCUSSION:

Before its dissolution in 2012, the Placentia Redevelopment Agency ("RDA") owned several properties in the City of Placentia ("City"). The disposition and use of those properties, including said low-mod properties is described in the Housing Successor Agency to the RDA's Long Range Property Management Plan (LRPMP). Among other things, the LRPMP provides for the sale of 229 Alta Street, a small single-family residence currently leased for one year and beginning on October 31, 2017, will be leased on a month-to-month basis and may be terminated by written 30-day notice of termination of tenancy, subject to the limitations provided by state or local laws. The second Housing Successor Agency property is located at 229 Main Street and is currently a small vacant property near Old Town Placentia. Attachment 1 provides a description and map of the Properties.

Under the approved LRPMP, the Housing Successor Agency is authorized to sell the 229 Alta Street and 229 Main Street properties. The City has a specific need to retain a professional real estate services to assist Staff in selling the properties to qualified buyers for the best price possible. By retaining a brokerage firm, Staff would be able to leverage the firm's expertise and knowledge of RDA dissolution with the brokerage experience, whose primary focus is on the disposition of assets from the former RDA. Furthermore, Kosmont has access to a broad base of real estate experts and a market/financial transaction database as it pertains to municipal/RDA property disposition. Kosmont is currently providing Housing Successor Agency Staff support and has more than 30 years of real estate experience, including providing real property brokerage services to Successor Agency properties among twenty (20) municipalities throughout California.

Having a professional brokerage team working on the marketing and disposition of the Properties should increase the chances of a successful sale of the Properties. In particular, Kosmont will provide the following four (4) tasks in order to achieve a successful outcome:

TASK 1. SITE ASSESSMENT

a. Conduct preliminary property due diligence
b. Identify physical conditions affecting land use and value
c. Develop a site profile for marketing

TASK 2. MARKET EVALUATION

a. Evaluate economic value / pricing ranges
b. Identify likely disposition strategies and, if practical, target likely buyers

TASK 3. IDENTIFY CITY PREFERENCES AND NEEDS

a. Determine the transaction structure (e.g. as-is, all cash) and property price range objectives

b. Prioritize the Properties and identify time-frames

TASK 4. MARKETING PROGRAM AND IMPLEMENTATION

a. Based on the results of Tasks 1 through 3, Kosmont will generate a marketing program that will:
   - Include input from the broker team on market transaction data and specific techniques to effectively expose the Properties to the public
   - Solicit private prospects and utilize Kosmont internal contact lists as appropriate.
   - Develop marketing materials, which will, as appropriate, include demographic statistics, photographs of Properties, and relevant property specific information.
   - Assist in the recruitment of targeted buyer / developer by conducting informal and formal market outreach, providing, as needed, public notices of solicitation, telephone and e-mail outreach, attendance and representation at conferences, and/or other activities, as may be appropriate.
   - Consider the ability of the potential buyer's financial stability, experience, track record and capacity to deliver the City/Housing Successor Agency's desired outcomes.

Section 33433 of the Community Redevelopment Law of the State of California (California Health and Safety Code ("HSC"), Sections 33000 et. seq.) provides that if a redevelopment agency wishes to sell or lease property to which it holds title and if that property was acquired in whole or in part, directly or indirectly, with tax increment funds, the redevelopment agency must obtain approval of the proposed sale or lease by resolution of the legislative body after a legally noticed public hearing. A copy of the proposed sale or lease agreement(s) and a summary report ("Summary Report") that describes and contains specific financing elements of the proposed transaction(s) shall be available for public inspection prior to a public hearing.

The Summary Report outlines the primary details of the proposed sale and disposition of Properties between the Agency and prospective buyers. This Summary Report is being prepared because tax increment funds from the former Redevelopment Agency were used to acquire the Properties. Kosmont will prepare a 33433 Summary Report that outlines the primary details of the proposed sale and disposition of the Properties between the Housing Successor Agency and prospective buyers in accordance with the requirements in HSC Section 33433. Kosmont will work with the City Attorney to prepare the Staff report and resolution for the approval of the Summary Report and attend a meeting/public hearing of the City Council/Housing Successor Agency.

FISCAL IMPACT:

Kosmont would charge a maximum five (5) percent commission of the gross sales price, independently appraised value, or a minimum commission amount per property, as described below, whichever is greater. Commissions would be paid from the proceeds of the sale and distributed through escrow and would be split with buyer's broker (if applicable). The proceeds will be placed in the City's Low-Mod Fund for future redevelopment of affordable housing in the City. Kosmont will not receive compensation if they are not able to sell the Properties.

Due to the complexity and increased efforts to successfully complete the disposition of former Redevelopment Agency properties, it is necessary that there be a minimum commission for the Seller's broker (Kosmont) for the Properties, allowing sufficient commission to accommodate the potential shared commission if a buyer's broker is involved. The detailed commission structure specific to the Properties is as follows:

> **229 S. Main Street (APN: 339-364-18):** The commission shall be per the general commission structure of five (5) percent, with a minimum commission amount of $6,000 to Kosmont, independent of potential shared commission paid to buyer's broker.
>
> **229 Alta Street (APN: 339-061-10):** The commission shall be per the general commission structure above with a minimum commission of $9,000 to Kosmont, independent of potential shared commission paid to buyer's broker.

The amount paid to Kosmont and buyer's broker (if so represented) would be paid through escrow and would be netted out of the sales proceeds. Other sales cost such as the preparation of the 33433 Summary Report in the amount of $6,500, and other legal services for preparing sales documents would also be netted out of the sales proceeds. No General Fund dollars will be used for this project.

Submitted by:

Jeannette Ortega
Assistant to the City Administrator/
Economic Development Manager/
Staff to Housing Successor Agency

Reviewed and approved:

Shally Lin
Interim Finance Director/
Interim Staff to Housing Successor Agency

Reviewed and approved:

Damien R. Arrula
City Administrator/Executive Director

<u>Attachments:</u>

1. Property Descriptions: 229 Main Street and 229 Alta Street
2. Resolution No. R-2017-XX
3. Professional Services Agreement
4. Kosmont's Proposal for Real Property Brokerage Services
5. Kosmont's Proposal for 33433 Summary Report

Successor Agency to the Redevelopment Agency of the City of Placentia

DESCRIPTION OF PROPERTIES

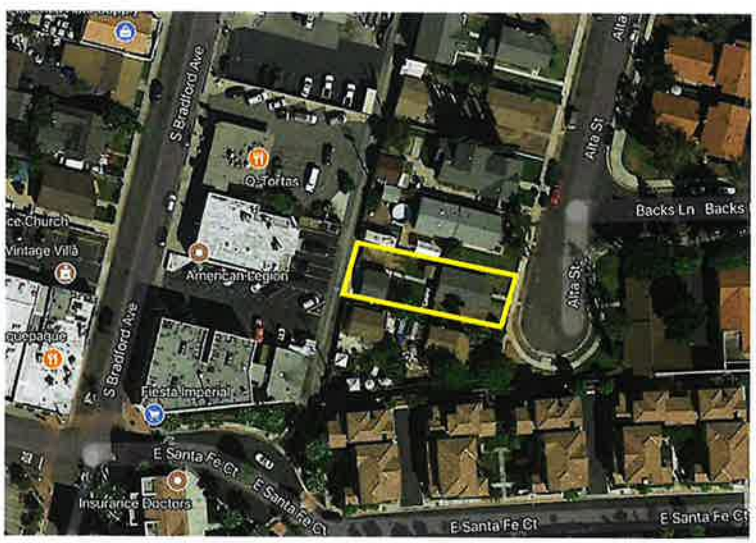
September 19, 2017

Housing Successor Agency Properties	Assessor's Parcel Number
229 Alta Street	339-061-10
229 Main Street	339-364-18

229 Alta Street. Placentia, CA 92870 APN: 339-061-10

The property at 229 Alta Street (APN 339-061-10) was acquired by the former Placentia Redevelopment Agency ("Redevelopment Agency") on June 30, 2005 and is currently a single family residence occupied by a low-moderate income occupant. On April 9, 2015, the City retained the services from Consensys Property Management Inc. for this subject property to manage and operate the Property. This includes collecting rents, fees, deposits, report complaints, inspect the property, advertise and market the property for lease, negotiate and prepare all rental agreements. The current lease agreement with the current occupants will end on October 31, 2017, thereafter, shall be on a month-to-month basis until terminated.

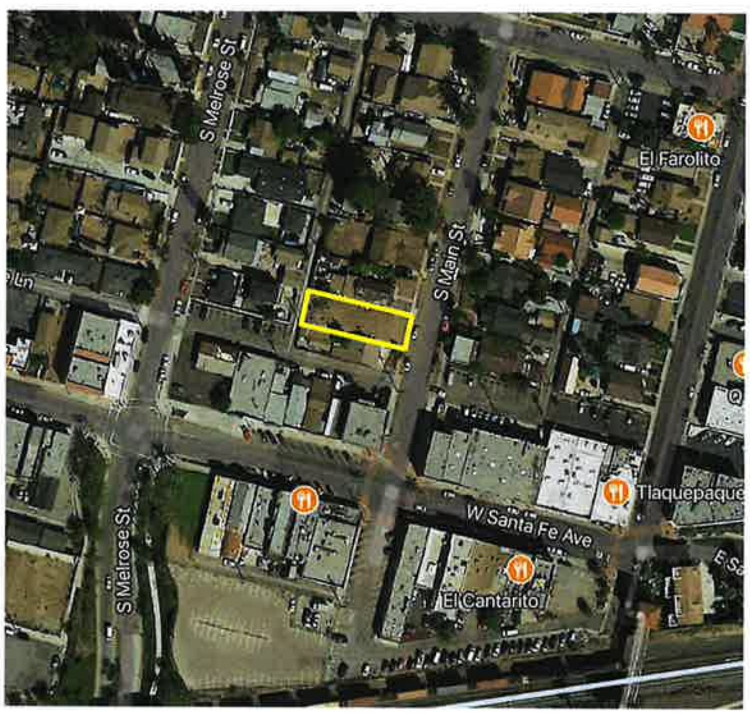
It is the City's intention to sell and dispose of this property according to Section 33433 of the Community Redevelopment Law of the State of California (California Health and Safety Code ("HSC"), Sections 33000 et. seq.). This Section provides that if a redevelopment agency wishes to sell or lease property to which it holds title and if that property was acquired in whole or in part, directly or indirectly, with tax increment funds, the redevelopment agency must obtain approval of the proposed sale or lease by resolution of the legislative body after a legally noticed public hearing. A copy of the proposed sale or lease agreement(s) and a summary report ("Summary Report") that describes and contains specific financing elements of the proposed transaction(s) shall be available for public inspection prior to a public hearing. This Summary Report is required because tax increment funds from the former Redevelopment Agency were used to acquire this property.



229 Main Street. Placentia, CA 92870 APN: 339-364-18

The property at 229 Main Street (APN 339-364-18) was acquired by the Placentia Redevelopment Agency ("Redevelopment Agency") on June 30, 2005 and currently serves as a vacant parcel.

It is the City's intention to sell and dispose of this property according to Section 33433 of the Community Redevelopment Law of the State of California (California Health and Safety Code ("HSC"), Sections 33000 et. seq.). This Section provides that if a redevelopment agency wishes to sell or lease property to which it holds title and if that property was acquired in whole or in part, directly or indirectly, with tax increment funds, the redevelopment agency must obtain approval of the proposed sale or lease by resolution of the legislative body after a legally noticed public hearing. A copy of the proposed sale or lease agreement(s) and a summary report ("Summary Report") that describes and contains specific financing elements of the proposed transaction(s) shall be available for public inspection prior to a public hearing. This Summary Report is required because tax increment funds from the former Redevelopment Agency were used to acquire this property.



RESOLUTION NO. RSA-2017-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, ACTING AS THE SUCCESSOR AGENCY TO THE PLACENTIA REDEVELOPMENT AGENCY OF THE CITY OF PLACENTIA APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH KOSMONT REALTY CORPORATION FOR REAL PROPERTY BROKERAGE SERVICES AND A 33433 SUMMARY REPORT FOR 229 ALTA STREET AND 229 MAIN STREET

A. Recitals.

(i). On December 29, 2011, the California Supreme Court rendered its decision in *California Redevelopment Association v. Matosantos*, upholding ABx1 26 ("Dissolution Act");

(ii). As a result of the California Supreme Court's decision, all redevelopment agencies in the State of California, including the Redevelopment Agency for the City of Placentia ("former RDA") dissolved as of February 1, 2012;

(iii). On January 17, 2012, the Placentia City Council adopted Resolution No. R-2012—03 accepting the City of Placentia's role as Successor Agency to the former Placentia Redevelopment Agency ("Successor Agency");

(iv.) As of and after February 1, 2012 all assets, properties, and contracts of the former RDA were transferred, by operation of law, to the Successor Agency;

(v.) Pursuant to the Dissolution Act, on or about January 17, 2012, the Placentia City Council approved Resolution No. R-2012-04 to elect to retain all housing assets and assume the affordable housing functions of the former Agency as of February 1, 2012 as Successor Agency to the former RDA ("Housing Successor");

(vi.) On July 18, 2017, the Placentia City Council adopted Resolution No. RSA-2017—04 extending the time period to an additional five years in which certain property must be developed for affordable housing in accordance with Health & Safety Code Section 33334.16.;

(vii.) The Successor Agency owns real properties located at 229 Alta Street and 229 Main Street in Placentia, California, designated as APNs 339-061-10 and 339-364-18, respectively (the "Properties"); and

(viii.) The Long-Range Property Management Plan (LRPMP) provides for the sale of the Properties as authorized by Section 34191.5(b) of the Dissolution Law; and

(ix.) Successor Agency desires to engage the services of a professional brokerage firm to market the Properties for sale and prepare a 33433 Summary Report pursuant to Section 33433 of the Community Redevelopment Law of the State of California (California Health and Safety Code, Sections 33000 et. seq.); and

(x.) Successor Agency has negotiated the terms of a proposed Professional Services Agreement between Successor Agency and Kosmont Realty Corporation ("Agreement") under which Kosmont will be designated as the broker for the sale of such Properties and will endeavor to sell each of the Properties in consideration of earning a commission on such sales as set forth in the Agreement and pursuant to state law; and

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

B. Resolution.

NOW, THEREFORE, THE CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF PLACENTIA DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

(1.) The Successor Agency hereby authorizes and directs staff to take all actions necessary under the Dissolution Act for approval of the sale of the aforementioned properties.

(2.) The Mayor shall sign this resolution, and the Clerk shall attest and certify to the passage and adoption thereof.

(3.) The Successor Agency declares that, should any provision, section, paragraph, sentence or word of this resolution be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by reason of any preemptive or inconsistent legislation, the remaining provisions, sections, paragraphs, sentences and words of this resolution shall remain in full force and effect.

PASSED AND ADOPTED this 19th day of September, 2017.

CRAIG S. GREEN, SUCCESSOR AGENCY CHAIR

ATTEST:

PATRICK J. MELIA, SUCCESSOR AGENCY CLERK

STATE OF CALIFORNIA
CITY OF PLACENTIA

I, Patrick J. Melia, Secretary of the Successor Agency to the Redevelopment Agency of the City of Placentia do hereby certify that the foregoing Resolution No. RSA-2017-XX was adopted at a regular meeting of the City Council acting as the Successor Agency to the Redevelopment Agency of the City of Placentia held on the 19th day of September, 2017 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

PATRICK J. MELIA
SUCCESSOR AGENCY CLERK

APPROVED AS TO FORM:

CHRISTIAN L. BETTENHAUSEN
GENERAL COUNSEL

CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH KOSMONT REALTY CORPORATION

THIS AGREEMENT is made and entered into this 19 day of September, 2017 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and Kosmont Realty Corporation, a California Corporation ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide Real Property Brokerage Services and 33433 Summary Report for the sale of two Housing Successor Agency properties at 229 Alta Street and 229 Main Street 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" and "B" (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

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

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

(a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

(b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

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

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

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

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

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A" and "B". Consultant's total compensation shall not exceed five (5) percent commission of the gross sales price, independently appraised value, or a minimum commission amount per property and an additional six thousand five hundred dollars ($6,500.00) to prepare a 33433 Summary Report.

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

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

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

3.0. TIME OF PERFORMANCE

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

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 15 months, ending on December 31, 2018, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

a. Be adjudged a bankrupt;

b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;

c. Make a general assignment for the benefit of creditors;

d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;

e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or

f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination within thirty-five (35) days after service of the notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant. City shall not be liable for any claim of lost profits.

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

5.0. INSURANCE

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

(a) Broad-form commercial general liability, in a form at least as broad as ISO from #CG 00 01 04 13, 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, each incident 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 for any employee or employees of Consultant. 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 polices 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 and endorsements shall be attached hereto as Exhibit "C" 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:	IF TO CITY:
Kosmont Realty Corporation 1601 N. Sepulveda Blvd. #382 Manhattan Beach, CA 90266 Tel: 424-297-1079 Fax: 424-286-4632 Attn: Larry J. Kosmont	City of Placentia 401 E. Chapman Placentia, CA 92870 Tel: ________________ Fax: ________________ Attn: ________________

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

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

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

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

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

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

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

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

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

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

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

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

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

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Consultant's Proposal.

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

_______________________________ Date: _______________________
Mayor

ATTEST:

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

CONSULTANT

_______________________________ Date: _______________________
Signature

____

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

Name, Title Date: ____________________

EXHIBIT A

CONSULTANT'S PROPOSAL

EXHIBIT B

CONSULTANT'S PROPOSAL

EXHIBIT C

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

kosmont
realty corp

PROPOSAL FOR REAL PROPERTY BROKERAGE SERVICES

CITY OF PLACENTIA / HOUSING SUCCESSOR AGENCY

KOSMONT REALTY CORPORATION
1601 N. Sepulveda Blvd., #382 I Manhattan Beach, CA 90266 I **ph 424.297.1079** I www.kosmontrealty.com I CA BRE Lic. #01770428

kosmont
realty corp

July 18, 2017

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

RE: Proposal for Real Property Brokerage Services

Dear Mr. Arrula:

Kosmont Realty Corporation ("KRC") is pleased to present this proposal to the City of Placentia ("City" or "Housing Successor Agency") for the sale of two Housing Successor Agency ("HSA") properties. It is our understanding that the City/Housing Successor Agency desires a qualified and California-licensed commercial brokerage firm with a proven track record of success in providing real estate brokerage services to assist the City/Housing Successor Agency in the sale of former Redevelopment Agency ("RDA") assets. Please find the attached Exclusive Authorization to Sell Agreement (Exhibit A), Schedule of Commissions (Exhibit B), and Scope of Services (Exhibit C) for your review.

Kosmont Realty Corporation, a certified Minority Business Enterprise (MBE), is a full service brokerage firm that provides real estate services to governmental and private entities. For nearly 30 years, KRC's affiliated firm, Kosmont Companies has worked on a myriad of assignments throughout California, including services for the preparation and implementation of Property Management Plans (PMPs), as well as the management of real estate and public finance transactions exceeding $10 billion. Currently, Kosmont is assisting or has recently assisted various cities with their AB 1484 mandated PMPs such as Cypress, West Covina, Palmdale, Cathedral City, Alhambra, Los Banos, Merced, Santa Paula, Daly City, Placentia, Montebello, and Ridgecrest. In addition, KRC is currently providing commercial and residential real estate brokerage services to Cypress, Riverbank, Daly City, Norco, Cathedral City, Indio, San Jacinto, Hawaiian Gardens, Glendale and Camarillo to assist with the dissolution of former redevelopment agency assets.

The benefit of working with Kosmont is that we combine our expertise and hands-on knowledge of RDA dissolution with the brokerage experience of KRC, whose primary focus is on the disposition of assets from the loss of redevelopment. KRC's extensive knowledge of real estate transactions between public agencies and private parties can deliver successful outcomes for the City. Further, KRC has access to a broad base of real estate experts and market/financial transaction data as pertaining to municipal/RDA property deals that other brokerage firms may not be able to offer.

KRC can fulfill the current services requested by the Housing Successor Agency/City, and we are available to discuss further at your convenience.

Yours truly,

Larry J. Kosmont

Larry J. Kosmont, CRE®
President & CEO
California BRE Licensed Broker #0118266

PROJECT PLAN AND APPROACH

MARKETING STRATEGY

The KRC team brings a well-rounded, seasoned team of professionals with an exemplary skill-set and background to help the City and its Housing Successor Agency achieve the desired results. The primary responsibility of a Real Estate Broker and Advisor is to assist the client in facilitating a seamless and beneficial sale transaction.

Properties to Include for Brokerage Services:

KRC will list, negotiate, and sell the following City/Housing Successor Agency properties ("Properties") on the open market:

1. 229 S. Main Street (Assessor's Parcel Number ("APN"): 339-364-18)
2. 229 Alta Street (APN: 339-061-10)

To the extent available, City/Housing Successor Agency will provide pertinent due diligence documents including but not limited to surveys, environmental reports, appraisals, Covenants, lease agreements, and/or other pertinent documents for each parcel and/or property being offered for sale. It is KRC's understanding that the Properties are currently non-conforming (as to minimum lot size and perhaps other zoning requirements). Prior to marketing properties, City will provide KRC with clarity on any possible development restrictions or requirements that may affect the development potential or use of subject properties.

Brokerage fees for properties included in the brokerage services assignment are pursuant to Exhibit B, the Schedule of Commissions.

MARKETING PROCESS OVERVIEW

KRC will fulfill its responsibilities as a "fiduciary" to the City/Housing Successor Agency, and will advise and suggest courses of action that are in KRC's view and experience in the City's best interests, and as may be the case, despite the interests of the developer, buyer, lender and/or others. This allows us to identify the specific market and development potential of the sites as follows:

- Identify Sale or Reuse opportunities based on relevant market data
- Determine disposition preferences and opportunities
- Create a dynamic marketing and selection process to determine the most suitable buyer or development team
- Promote the sites through our extensive proprietary developer data base and augmented by public outreach processes
- Structure and effectuate sale of property

Our marketing strategy and real estate transaction services to the City will include the following four Tasks in order to achieve a successful outcome:

TASK 1. SITE ASSESSMENT

a. Conduct preliminary property due diligence
b. Identify physical conditions affecting land use and value
c. Develop a site profile for marketing

TASK 2. MARKET EVALUATION

a. Evaluate economic value / pricing ranges
b. Identify likely disposition strategies and, if practical, target likely buyers

TASK 3. IDENTIFY CITY PREFERENCES AND NEEDS

a. Determine the transaction structure (e.g. as-is, all cash) and property price range objectives

b. Prioritize properties and identify time-frames

TASK 4. MARKETING PROGRAM AND IMPLEMENTATION

a. Based on the results of Tasks 1 through 3, KRC will generate a marketing program that will:
   - Include input from our broker team on market transaction data and specific techniques to effectively expose the properties to public
   - Solicit private prospects and utilize KRC internal contact lists as appropriate.
   - Develop marketing materials, which will, as appropriate, include demographic information, photographs of properties, and relevant property specific information.
   - Assist in the recruitment of targeted buyer / developer by conducting informal and formal market outreach, providing, as needed, public notices of solicitation, telephone and e-mail outreach, attendance and representation at conferences, and/or other activities, as may be appropriate.
   - Consider the ability of the potential buyer's financial stability, experience, track record and capacity to deliver the City/Housing Successor Agency's desired outcomes.

TASK 5. OTHER SPECIALIZED SERVICES (OPTIONAL – NON-BROKERAGE ACTIVITIES)

a. The following services, if requested by the City/Housing Successor Agency, in connection with the sale of the aforementioned Properties are optional and do not comprise brokerage services and will require technical real estate services compensation on an hourly fee (non-commission) basis pursuant to Exhibit C requiring mutual agreement between KRC and City/Housing Successor Agency:

   - Preparation of written analysis and preparation of documents/reports for public agency meetings (e.g. Staff Reports, Resolutions);
   - KRC's attendance or participation at any publicly noticed (e.g., City Council, Planning Commission, Public Agency Board, Housing Successor Agency Board, other) meeting requested by Client.
   - Analysis of affordable housing covenants
   - Any eviction or relocation related services of tenants

b. Other services that are not a part of KRC's brokerage assignment:
   - Any eviction or relocation activities or services related to existing tenants of the Properties
   - Escrow and Title Services
   - Engineering Services
   - Legal services/legal opinion
   - Appraisal services

PROFESSIONAL STAFF

KRC principal staff assigned to this project, their project roles and respective resumes are as follows. Staffing for this engagement may consist of a combination of the following personnel in order to adequately provide services to the City.

CA BRE# 01182660

Mr. Larry J. Kosmont, CRE®, Broker, is President of Kosmont Realty Corporation (KRC), a real estate brokerage firm which he founded in 1990. He is also President & CEO of Kosmont Companies, an industry leader in public/private real estate transactions and economic development. In 2015, he founded Kosmont Transactions Services which sources private financing for public projects, P3 initiatives, and infrastructure funding. Mr. Kosmont is also a Principal of California Golden Fund, an approved EB-5 Regional Center.

In over 40 years, Mr. Kosmont has assisted hundreds of local government agencies real estate matters ranging from large-scale economic development programs to site-specific property acquisition, sale and lease and ground lease transactions.

From 1975 to 1986, Mr. Kosmont served in the roles of City Manager, Director of Community Development, and Redevelopment Director in the cities of Santa Monica, Seal Beach, Bell Gardens, and Burbank. From May 2011 to March 2012, Mr. Kosmont served as a contract Interim City Administrator for the City of Montebello, CA.

KEY DEALS:

- Purchase of coastal properties in Redondo Beach Waterfront for City
- Acquisition of land for large High School campus, Juniper Sierra, San Juan Capistrano
- Acquisition of 40 acres of downtown Burbank as part of downtown revitalization
- Sale of various RDA Dissolution properties throughout California
- Sale of 30 acre site for azalea Retail Center in South Gate., Ca (~370,000 sq. ft.)

LICENSES/AFFILIATIONS:

Mr. Kosmont is a registered Municipal Advisor with the U.S. Securities and Exchange Commission, a Real Estate Broker licensed by the State of California Bureau of Real Estate, a designated Counselor of Real Estate, CRE®, and has served or is serving on:

- City of Manhattan Beach Economic Development Advisory Council – Chairman
- MWD Board (represented City of Los Angeles)
- State Commissioner - California Economic Development Commission
- USC Executive Education – Board of Directors
- Los Angeles City Commissioner - Industrial Development Authority
- California Assoc. of Local Economic Development (CALED) – Board Advisor
- California Redevelopment Association (CRA) Board

EDUCATION:

Mr. Kosmont holds a Masters of Public Administration Degree from the University of Southern California and a B.A. in Political Science from the State University of New York – Binghamton.

CA BRE# 01932052

Mr. Brian Moncrief, Agent, is a Senior Managing Director with Kosmont Realty Corporation and brings close to a decade of providing consulting and advisory services to a multitude of cities, counties, special districts, and private developer clients throughout California with expertise in public-private transactions, community and economic development, real estate, and municipal finance.

Prior to joining Kosmont Companies, Mr. Moncrief was an Associate with a private community and economic development consulting firm, where he served as a fiscal consultant for the issuance of tax allocation bonds in excess of $200 million and was responsible for the preparation of continuing disclosure reports, economic development strategies, fiscal and economic benefit studies, property tax revenue projections, and real estate market analyses.

Mr. Moncrief currently provides real estate brokerage and advisory services to many municipal clients in the sale of former redevelopment agency properties as well as the development of comprehensive strategies for the management and disposition of public agency real estate assets. Mr. Moncrief also currently assists public and private clients with real estate asset valuation services, developer selection services (RFQ/P), and the evaluation of project financials and development pro-formas.

KEY DEALS:

- Sale of various City/Successor Agency owned properties throughout California
- Placentia – Former RDA Parking Lot Sites & City-Owned Residential Site (BOVs)
- Alhambra – Former RDA Parking Lot Sites (BOV)
- Cypress – Former RDA Commercial Retail Site (BOV)
- Palmdale – Various Former RDA Residential & Commercial Sites (BOVs)
- Poway – Various Former RDA Commercial Sites (BOVs)

LICENSES/AFFILIATIONS:

Mr. Moncrief is a licensed Real Estate Salesperson by the State of California Bureau of Real Estate and is a member of the International Council of Shopping Centers (ICSC) and the Urban Land Institute. He also currently serves on the Young Leaders Group (YLG) Executive Committee for the Urban Land Institute's (ULI) Orange County/Inland Empire Chapter. In 2014, he was the recipient of ULI's Emergent Leadership Award for Innovation and, in 2015 and 2016, he served as co-chair for the ULI YLG Pro Bono Technical Assistance Panel.

EDUCATION:

Mr. Moncrief holds a Master of Public Administration degree from California State University, Long Beach and a Bachelor of Arts degree in Political Science from the University of California at Irvine.

CA BRE# 01896111

Ms. Alma Cibrian Reza, Broker, is a Managing Director for Kosmont Realty Corporation. Ms. Cibrian Reza has over 13 years of commercial real estate experience including real estate appraisal/valuation, brokerage, permitting/entitlements, and project and construction management. Prior to her tenure at Kosmont, Ms. Cibrian Reza developed over $100 million of school facilities throughout South and East Los Angeles.

As the former Chief of Real Estate for KIPP LA Schools, Ms. Cibrian Reza helped the organization grow from 2 to 13 schools, with responsibilities including acquisitions, permitting, facilities management, new construction, and tenant improvements. Ms. Cibrian Reza's projects received various awards of distinction including the Westside Urban Forum's High Honors Award for the creativity and design of an adaptive re-use/conversion of a formerly blighted retail store into a vibrant elementary school. In 2015, Ms. Cibrian Reza delivered a $17 million conversion of a 2.6-acre (former) public housing office/administrative site into a 1,000-student campus. This project was recognized with a National Award of Excellence by the National Association of Housing and Redevelopment Officials.

Ms. Cibrian Reza has been recognized as a progressive leader by the New Leader's Council (2013) and formerly served as Housing Commissioner for the County of Los Angeles, representing Sup. District 1.

KEY DEALS:

- Los Angeles - Represented Buyer on the acquisition of a 18,000 SF church facility that will be re-developed into a school facility
- Los Angeles - Represented Seller on the sale of a church facility situated on a 29,000 SF parcel that will be developed into a retail/commercial facility

LICENSES/AFFILIATIONS:

Ms. Cibrian Reza is a Real Estate Broker licensed by the State of California Bureau of Real Estate.

EDUCATION:

Ms. Cibrian Reza earned her Bachelor's degree in Economics from UC Berkeley and a Master of Real Estate Development from the University of California (USC) where she was inducted into the Phi Kappa Phi Honor Society.

PROPOSED COST STRUCTURE

KRC has provided an Exclusive Authorization to Sell Brokerage Agreement, which contains the following documents:

a. Exhibit A - Standard Exclusive Authorization to Sell Brokerage Agreement
b. Exhibit B - Schedule of Commissions (for Brokerage Services)

KRC would charge a five (5) percent commission of the gross sales price, independently appraised value, or a minimum commission amount per property, as described in detail in Exhibit B-Schedule of Commissions, whichever is greater. Commissions would be paid from the proceeds of the sale and distributed through escrow and would be split with buyer's broker (if applicable). KRC would not expect to be compensated for our efforts if we are not able to sell a property.

Additional Costs:

The additional costs needed for these transactions will include escrow fees, preliminary title reports, title insurance, appraisal, documentary transfer fees, and other typical closing costs. Activities related to subdivision map matters (such as lot line adjustments and Phase I environmental reports) are an additional cost not borne by KRC. Property sales may also require specific services that are not provided by KRC or Kosmont, and which are contracted for and compensated on an hourly fee (non-commission) basis pursuant to Exhibit C requiring mutual agreement between KRC and City/Housing Successor Agency. These potential services include but are not limited to engineering, environmental assessment and remediation, geological, and legal services.

EXHIBIT A

EXCLUSIVE AUTHORIZATION TO SELL AGREEMENT

City of Placentia/Placentia Housing Successor Agency ("Owner" or "Seller") hereby grants to **Kosmont Realty Corporation** ("Broker" or "KRC") the exclusive right to sell the subject properties known as and shown/listed below:

A) 229 S. Main Street (Assessor's Parcel Number ("APN"): 339-364-18)
B) 229 Alta Street (APN: 339-061-10)

("Properties") for a period commencing on September _______, 2017, and ending at midnight on September ______, 2018.

The price and terms of the sale shall be as follows:

In consideration of this Authorization and Broker's agreement to diligently pursue the procurement of a purchaser or lessee for the Properties and conduct the activities as described in Broker's Statement of Qualifications, Owner agrees to pay Broker a commission as set forth in the attached Schedule of Commissions, which is made a part of this Agreement.

Owner shall pay said commission to Broker if: (a) the Properties or any interest therein is sold, transferred or conveyed by or through a Broker, Owner or any other party prior to the expiration of this Authorization or any extension hereof; or (b) a purchaser is procured by or through Broker, Owner or any other party who is ready, willing and able to purchase the Properties or any interest therein on the terms above stated or other terms reasonably acceptable to Owner prior to the expiration of this Authorization or any extension hereof; or (c) any contract for the sale, transfer or conveyance of the Properties or any interest therein is made directly by Owner prior to the expiration of this Authorization or any extension hereof; or (d) the Properties are withdrawn from sale without the written consent of Broker or made unmarketable by Owner's voluntary act during the term of this Authorization or any extension hereof; or (e) within one hundred eighty (180) days after the expiration of this Authorization or any extension hereof, the Properties or any interest therein is sold, transferred, or conveyed to any person or entity with whom Broker has negotiated or to whom Broker has exposed or shown the Properties prior to such expiration in an effort to effect a transaction provided that such buyer, person or entity to whom Broker has negotiated with or has shown the Properties has been clearly and expressly identified in writing on such list which Broker shall have mailed to Owner at the address below stated within thirty (30) days following such expiration.

If during the terms of this authorization or any extension hereof an escrow is opened or negotiations involving the sale, transfer, or conveyance of the Properties have commenced and are continuing, then the term of this Authorization shall be extended for a period through the closing of such escrow, the termination of such negotiations or the consummation of such transaction, provided this authorization would otherwise have expired during such period.

Owner agrees that Broker shall be included as a party to any escrow opened for the sale of the Properties and the terms of said escrow shall provide that Broker shall have the right to request the escrow holder to make payment to Broker in the amount of Broker's commission as set forth on the Schedule of Commissions attached hereto from any sale proceeds and/or deposits held in escrow.

Owner agrees to cooperate with Broker in effecting a sale of the Properties and immediately to refer to Broker all inquiries of any party interested in the Properties. All negotiations are to be through Broker. Owner agrees to pay all customary escrow, title and revenue charges and to execute such documents as may be necessary to affect a sale of the Properties. Broker is further authorized to advertise the Properties and shall have the exclusive right to place a sign or signs on the Properties if, in Broker's opinion, such would facilitate the sale or leasing thereof.

It is understood that it is illegal for either Owner or Broker to refuse to present or sell to any person because of race, color, religion, national origin, sex, marital status or physical disability.

Owner warrants that it is the owner of record of the Properties or has the legal authority to execute this Authorization. Owner agrees to hold Broker harmless from any liability or damages arising from any incorrect information supplied by Owner or any information which Owner fails to supply. Owner acknowledges receipt of a copy of this Authorization and the attached Schedule of Commissions, which Owner has read and understands.

DISPUTE RESOLUTION

Broker and Owner agree to attempt to resolve any claim or controversy by submission to non-binding mediation. Mediation shall be commenced by providing the opposing party with a written notice of the dispute or claim within 30 days of the event giving rise to the dispute or claim or within 30 days after discovery of the conditions giving rise to the dispute or claim, whichever is later. The written notice to the other party shall summarize the basis of the dispute or claim and describe the relief sought. Within 15 calendar days thereafter, if the parties have not reached a mutually satisfactory resolution, the disputing party shall have 15 additional calendar days to submit the dispute to non-binding mediation at the offices of Judicial Arbitration & Mediation Services, Inc. (JAMS) in the county where the Properties are located. The parties may agree on a retired judge from the JAMS panel as a mediator. If the parties are unable to agree, JAMS will provide a list of three (3) available judges and each party may strike one. The remaining judge will serve as the mediator. Within 15 calendar days of commencement of mediation, each party agrees to produce any and all documents relied upon to prove or defend their claims. The assessment of the mediator shall be an appealable result, but only if the appealing party files a court action within 30 days after the mediator's assessment is rendered. Each party shall bear its own costs of mediation including its own attorneys' fees and related costs, and each party shall pay an equal share of the costs of the mediator's fees and expenses.

By signing below, Seller and Buyer acknowledge that they have read, understand, accept and have received a copy of this Agreement.

Owner:

____

____

By:

____

Date:

____

Address:

____

____

Telephone:

____

Broker:

Kosmont Realty Corporation

CA BRE License # 01770428

By:

____

Date:

____

Address:

1601 N. Sepulveda Blvd., #382

Manhattan Beach, CA 90266

Telephone:

(424) 297-1079

EXHIBIT B

SCHEDULE OF COMMISSIONS (for Brokerage Services)

Kosmont Realty Corporation ("Broker" or "KRC") is hereby employed as the agent for the City of Placentia/Placentia Housing Successor Agency (hereinafter referred to as "Owner") in connection with the:

☒Sale ☐Lease ☐Sublease ☐ Other

of that certain properties owned by the Owner and referred to by Owner as:

A) 229 S. Main Street (Assessor's Parcel Number ("APN"): 339-364-18)
B) 229 Alta Street (APN: 339-061-10)

(hereinafter referred to as "Properties").

Owner agrees to pay Broker, in consideration for their brokerage services relative to the above referenced Properties, a commission computed as follows:

A. SALES, EXCHANGES, AND OTHER TRANSFERS

1. **Vacant Real Property:** 5% of the greater of: the gross sales price, or independently appraised value, or minimum commission as described below

2. **Improved Real Property:** 5% of the greater of: the gross sales price, or independently appraised value, or minimum commission as described below

Due to the complexity and increased efforts to successfully complete the disposition of former redevelopment agency properties, it is necessary that there be a minimum commission for the Seller's broker (KRC) for the Properties allowing sufficient commission to accommodate the potential shared commission if a buyer's broker is involved. The detailed commission structure specific to the Properties is as follows:

3. 229 S. Main Street (APN: 339-364-18): The commission shall be per the general commission structure above with a minimum commission amount of $6,000 to KRC independent of potential shared commission paid to buyer's broker.

4. 229 Alta Street (APN: 339-061-10): The commission shall be per the general commission structure above with a minimum commission of $9,000 to KRC independent of potential shared commission paid to buyer's broker.

The commissions shall be paid as follows:

5. **Commissions** shall be paid through escrow upon the closing of sales and exchange transactions; absent an escrow; commissions shall be paid upon recordation of a deed or upon delivery of such deed or other conveyance if recordation is deferred more than one month thereafter. In the event of a contract or agreement of sales, joint venture agreement, business opportunity or other transaction not involving the delivery of a deed, commissions shall be paid upon execution and delivery of the instrument of conveyance or establishment of the entitlement of ownership.

6. **Termination Fee:** In the event the Seller does not proceed during the term of the listing by cooperating in Broker's attempts to sell the Properties and Seller withdraws the Properties and/or in effect causes the Properties to not be marketed for sale during the term of the listing, including the circumstance where Seller decides to sell the Properties to a related entity (e.g. City of Placentia), Broker shall be entitled to a termination fee (Termination Fee) upon expiration of the listing in the amount of 5% of the greater of the asking price, gross sales price or the independently appraised value, whichever is higher.

Miscellaneous:

The provisions hereof are subject, however, to the terms and provisions of any Exclusive Authorization To Sell to which this Schedule may be attached and which is executed by the parties hereto.

The parties hereto intend for this Exclusive Authorization to Sell and Schedule of Commissions to satisfy the requirements of the Civil Code, Business and Professions Code, and regulatory requirements relative to verifying Broker's authority to act on behalf of Owner and Owner's obligation to pay Broker commissions therefore, in accordance herewith.

In the event Owner fails to make payments within the time limits called for herein, then from the date due until paid the delinquent payment shall bear interest at the maximum legal rate of the State of California.

By signing below, Owner and Broker acknowledge that they have read, understand, accept and have received a copy of this Agreement.

Broker:	**Owner:**
Kosmont Realty Corporation	
CA BRE License # 01770428	
By:	**By:**
Date:	**Date:**
Address:	**Address:**
1601 N. Sepulveda Blvd., #382	
Manhattan Beach, CA 90266	
Telephone:	**Telephone:**
(424) 297-1079	

EXHIBIT C – FEE SCHEDULE
FOR OPTIONAL NON-BROKERAGE SERVICES

Kosmont Realty Corporation
2017-18 Fee Schedule

<u>**Professional Services**</u>	
President & CEO	$305.00/hour
Executive Managing Director	$290.00/hour
Senior Managing Director	$275.00/hour
Managing Director	$195.00/hour
Director/Project Analyst/Project Manager	$165.00/hour
GIS Mapping/Graphics Service/Research	$ 95.00/hour
Clerical Support	$ 60.00/hour

- <u>**Additional Expenses**</u>

  In addition to professional services (labor fees):

  1) An **administrative fee** for in-house copy, fax, phone and postage costs will be charged, which will be computed at four percent (4.0 %) of monthly Kosmont Companies professional service fees incurred; **plus**
  2) **Out-of-pocket expenditures,** such as travel and mileage, professional printing, and delivery charges for messenger and overnight packages will be charged at cost.
  3) If Kosmont retains **Third Party Vendor(s)** for Client (with Client's advance approval), fees and cost will be billed to Client at 1.1X (times) fees and costs.
  4) Consultant's **attendance or participation at any public meeting** requested by Client will be billed at the professional services (hourly) fees as shown on this Exhibit C.

- <u>**Charges for Court/Deposition/Expert Witness-Related Appearances**</u>

  Court-related (non-preparation) activities, such as court appearances, depositions, mediation, arbitration, dispute resolution and other expert witness activities, will be charged at a court rate of 1.5 times scheduled rates, with a 4-hour minimum.

Rates shall remain in effect until December 31, 2018.

kosmont realty corp

July 3, 2017

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

Re: 33433 Summary Report

Dear Mr. Arrula:

Kosmont Realty Corporation ("KRC" or "Consultant"), a licensed California brokerage firm (#01770428), is pleased to present this proposal to the City of Placentia/Placentia Housing Successor Agency ("Client") for the preparation of a 33433 Summary Report in connection with the proposed sale and disposition of two former Placentia Redevelopment Agency (now Housing Successor Agency) properties ("Properties") located at 229 S. Main Street (APN: 339-364-18) and 229 Alta Street (APN: 339-061-10) in the City of Placenta, California ("City") . This proposal serves as an Agreement when executed and returned by Client to KRC.

I. BACKGROUND

Section 33433 of the Community Redevelopment Law of the State of California (California Health and Safety Code ("HSC"), Sections 33000 et. seq.) provides that if a redevelopment agency wishes to sell or lease property to which it holds title and if that property was acquired in whole or in part, directly or indirectly, with tax increment funds, the redevelopment agency must obtain approval of the proposed sale or lease by resolution of the legislative body after a legally noticed public hearing. A copy of the proposed sale or lease agreement(s) and a summary report ("Summary Report") that describes and contains specific financing elements of the proposed transaction(s) shall be available for public inspection prior to a public hearing.

The Summary Report outlines the primary details of the proposed sale and disposition of Properties between the Agency and prospective buyers. This Summary Report is being prepared because tax increment funds from the former Redevelopment Agency were used to acquire the Properties. KRC understands from the Client that it will prepare the Summary Report in connection with the sale of the Properties as required under HSC Section 33433.

KRC proposes the following Scope of Services accordingly.

II. SCOPE OF SERVICES

Task 1: 33433 Summary Report

KRC will prepare a 33433 summary report ("Summary Report") that outlines the primary details of the proposed sale and disposition of the Properties between the Housing Successor Agency and prospective buyers in accordance with the requirements in Health and Safety Code Section 33433. KRC will work with the City Attorney to prepare the staff report and resolution (as necessary) for the approval of the Summary Report and attend (1) meeting/public hearing of the City Council/Housing Successor Agency as may be required.

III. COMPENSATION

Compensation for the outlined Scope of Services is estimated at $6,500 for professional services (hourly) fees at Consultant's billing rates as shown on Attachment A. Future increases in budget will require approval by Client in advance. Budget may be increased by Client at any time.

Consultant's attendance or participation at any ***publicly noticed*** *(e.g., City Council, Planning Commission, Public Agency Board, other)* meeting requested by Client is in addition to compensation for Task 1 and will be billed at the professional services (hourly) fees as shown on Attachment A.

Services for Task 1 will be invoiced monthly at Consultant's standard billing rates, as shown on Attachment A. In addition to professional services (hourly) fees, invoices will include reimbursement for out-of-pocket expenses such as travel and mileage (provided that there shall be no overnight travel without the Client's prior approval and that mileage shall be reimbursed at the current IRS mileage reimbursement rate), professional printing, conference calls, and delivery charges for messenger and overnight packages at actual cost. Unless otherwise agreed to in advance, out-of-area travel, if any, requires advance funding of flights and hotel accommodations.

Consultant will also include in each invoice an administrative services fee to cover in-house copy, fax, telephone and postage costs equal to four percent (4.0%) of Consultant's monthly professional service fees incurred. Any unpaid invoices after 30 days shall accrue interest at the rate of 10% per annum.

For the convenience of KRC's clients, we offer a secure credit card payment service. The credit card payment link is: https://kosmont.paidyet.com and there are two ways to make a secure credit card payment:

1. Fill in the "***Make a Payment***" form when you go to the link (https://kosmont.paidyet.com), or
2. Call KRC's accounting desk (Ms. Charo Martinez; (424) 297-1072) to make a credit card payment

Consultant is prepared to commence work upon receipt of executed Agreement.

IV. OTHER PROVISIONS

A. Termination. Client or Consultant shall have the right to terminate this Agreement at any time upon written notification to the other party. Payment for fees accrued through the date of termination shall be remitted in full.

B. Arbitration. Any controversy or claim arising out of or in relation to this Agreement, or the making, performance, interpretation or breach thereof, shall be settled by arbitration at JAMS in Los Angeles, California. Each of the parties to such arbitration proceeding shall be entitled to take up to five depositions with document requests. The provisions of Section 1283.05 (except subdivision (e) thereof) of the California Code of Civil Procedure are incorporated by reference herein, except to the extent they conflict with this Agreement, in which case this Agreement is controlling. If the matter is heard by only one arbitrator, such arbitrator shall be a member of the State Bar of California or a retired judge. If the matter is heard by an arbitration panel, at least one member of such panel shall be a member of the State Bar of California or a retired judge. The arbitrator or arbitrators shall decide all questions of law, and all mixed questions of law and fact, in accordance with the substantive law of the State of California to the end that all rights and defenses which either party may have asserted in a court of competent jurisdiction shall be fully available to such party in the arbitration proceeding contemplated hereby. The arbitrator and arbitrators shall set forth and deliver their findings of fact and conclusions of law with the delivery of the arbitration award. Judgment upon the award rendered shall be final and non-appealable and may be entered in any court having jurisdiction.

C. Attorneys' Fees. In the event of any legal action, arbitration, or proceeding arising out of an alleged breach of this Agreement, the party prevailing in such legal action, arbitration, or proceeding shall be entitled to recover reasonable attorneys' fees, expenses and costs, as well as all actual attorneys' fees, expenses and cost incurred in enforcing any judgment entered.

D. Authority. Each of the parties executing this Agreement warrants that persons duly authorized to bind each such party to its terms execute this Agreement.

E. Further Actions. The parties agree to execute such additional documents and take such further actions as may be necessary to carry out the provisions and intent of this Agreement.

F. Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by either party without the prior written consent of the other party.

G. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

H. Entire Agreement; Amendments and Waivers. This Agreement contains the entire agreement between the parties relating to the transactions contemplated hereby and any and all prior discussions, negotiations, commitments and understanding, whether written or oral, related hereto are superseded hereby. No addition or modification of any term or provision of this Agreement shall be effective unless set forth in writing signed by both parties. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver of such provisions unless otherwise expressly provided. Each party to this Agreement has participated in its drafting and, therefore, ambiguities in this Agreement will not be construed against any party to this Agreement.

I. **Severability.** If any term or provision of this Agreement shall be deemed invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and in force to the fullest extent permitted by law.

J. **Notices.** All notices, requests, demands and other communications which may be required under this Agreement shall be in writing and shall be deemed to have been received when transmitted; if personally delivered, if transmitted by telecopier, electronic or digital transmission method, upon transmission; if sent by next day delivery to a domestic address by a recognized overnight delivery service (e.g., Federal Express), the day after it is sent; and if sent by certified or registered mail, return receipt requested, upon receipt. In each case, notice shall be sent to the principal place of business of the respective party. Either party may change its address by giving written notice thereof to the other in accordance with the provisions of this paragraph.

K. **Titles and Captions.** Titles and captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision herein.

L. **Governing Law.** The statutory, administrative and judicial law of the State of California (without reference to choice of law provisions of California law) shall govern the execution and performance of this Agreement.

M. **Confidentiality.** Each of the parties agrees not to disclose this Agreement or any information concerning this Agreement to any persons or entities, other than to their attorneys and accountants, or as otherwise may be required by law.

N. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which constitutes an original, and all of which together constitute one and the same instrument. The signature of any person on a telecopy of this Agreement, or any notice, action or consent taken pursuant to this Agreement shall have the same full force and effect as such person's original signature.

O. **Disclaimer.** Consultant's financial analysis activities and work product, which may include but is not limited to pro forma analysis and tax projections, are projections only. Actual results may differ materially from those expressed in the analysis performed by Consultant due to the integrity of data received, market conditions, economic events and conditions, and a variety of factors that could materially affect the data and conclusions. Client's reliance on Consultant's analysis must consider the foregoing.

Consultant services outlined and described herein are advisory services only. Any decisions or actions taken or not taken by Client and affiliates, are deemed to be based on Client's understanding and by execution of this Agreement, acknowledgement that Consultant's services are advisory only and as such, cannot be relied on as to the results, performance and conclusions of any investment or project that Client may or may not undertake as related to the services provided including any verbal or written communications by and between the Client and Consultant.

Client acknowledges that Consultant's use of work product is limited to the purposes contemplated within this Agreement. Consultant makes no representation of the work product's application to, or suitability for use in, circumstances not contemplated by the scope of work under this Agreement.

P. Limitation of Damages. In the event Consultant is found liable for any violation of duty, whether in tort or in contract, damages shall be limited to the amount Consultant has received from Client.

Q. Expiration of Proposal for Services. If this Agreement is not fully executed by the parties within thirty (30) days from the date of this letter, this proposal shall expire.

R. Not an agreement for Legal Services or Legal Advice. This Agreement does not constitute an agreement for the performance of legal services or the provision of legal advice, or legal opinion. Client should seek independent legal counsel on matters for which Client is seeking legal advice.

[signature page follows]

V. ACCEPTANCE AND AUTHORIZATION

If this Agreement is acceptable to Client, please execute two copies of the Agreement and return both originals to Kosmont Realty Corporation. Upon receipt of both signed contracts, we will return one fully executed original for your files. KRC will commence work upon receipt of executed Agreement.

Read, understood, and agreed to this

____ Day of ______________ 2017

City of Placentia/
Placentia Housing Successor Agency

By: ________________________
(Signature)

Name:________________________
(Print Name)

Its: ________________________
(Title)

Kosmont Realty Corporation

By: ________________________
(Signature)

Name: Larry J. Kosmont, CRE®

Its: President & CEO

Attachment A

Kosmont Realty Corporation
2017-18 Public Agency Fee Schedule

Professional Services

President & CEO	$305.00/hour
Executive Managing Director	$290.00/hour
Senior Managing Director	$275.00/hour
Managing Director	$195.00/hour
Director/Project Analyst/Project Manager	$165.00/hour
GIS Mapping/Graphics Service/Research	$ 95.00/hour
Clerical Support	$ 60.00/hour

- **Additional Expenses**

  In addition to professional services (labor fees):

  1) An **administrative fee** for in-house copy, fax, phone and postage costs will be charged, which will be computed at four percent (4.0 %) of monthly Kosmont Companies professional service fees incurred; **plus**
  2) **Out-of-pocket expenditures,** such as travel and mileage, professional printing, and delivery charges for messenger and overnight packages will be charged at cost.
  3) If Kosmont retains **Third Party Vendor(s)** for Client (with Client's advance approval), fees and cost will be billed to Client at 1.1X (times) fees and costs.
  4) Consultant's **attendance or participation at any public meeting** requested by Client will be billed at the professional services (hourly) fees as shown on this Attachment A.

- **Charges for Court/Deposition/Expert Witness-Related Appearances**

  Court-related (non-preparation) activities, such as court appearances, depositions, mediation, arbitration, dispute resolution and other expert witness activities, will be charged at a court rate of 1.5 times scheduled rates, with a 4-hour minimum.

Rates shall remain in effect until December 31, 2018.

Placentia City Council
AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF DEVELOPMENT SERVICES

DATE: SEPTEMBER 19, 2017

SUBJECT: **ZONING CODE AMENDMENT 2017-05 ADDING CHAPTER 23.83 TO TITLE 23 (ZONING) OF THE PLACENTIA MUNICIPAL CODE TO REGULATE WIRELESS TELECOMMUNICATIONS FACILITIES WITHIN THE PUBLIC RIGHT-OF-WAY**

FISCAL IMPACT: No fiscal impacts are anticipated with the review of this ordinance, however, potential revenue generated for the City would be at least $17,500 per fiscal year for the usage of 70 light poles and/or traffic signals for public right-of-way sites.

SUMMARY:

The City of Placentia (City) proposes a Zoning Code Amendment (ZCA 2017-05, "ZCA") whereby Chapter 23.83 would be added to Title 23 (Zoning) of the Placentia Municipal Code (PMC) to regulate wireless telecommunications facilities (WCFs) within the public right-of-way (PROW). On July 18, 2017, the City Council conducted a Study Session including a review of the draft Ordinance and directed Staff to prepare a final draft ordinance regarding WCFs in the PROW to be considered by City Council at a future meeting. On August 8, 2017, the Planning Commission unanimously recommended approval of the ZCA. In addition, City Council directed Staff to enter into an agreement with 5 Bars for the administration and oversight of all small cell site WCFs within the PROW to be managed by 5 Bars; and directed Staff to prepare an update to PMC Chapter 23.82 (regarding non-PROW WCFs) to be considered by City Council at a future meeting.

RECOMMENDATION:

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

1. Open the Public Hearing concerning Zoning Code Amendment 2017-05; and

2. Receive the Staff Report, consider all public testimony, ask any questions of Staff; and

3. Close the Public Hearing; and

4. Find that adoption of Zoning Code Amendment No. 2017-05 is exempt from environmental review pursuant to the provisions of the California Environmental Quality Act (CEQA), Section 15061(b)(3) in that the proposed Code Amendments are not expected to create a negative impact on the physical environment and it can be seen with certainty that there is

no possibility that the activity in question may have a significant effect on the environment; and

5. Waive full reading, by title only, and introduce for first reading Ordinance No. O-2017-XX, an Ordinance of the City Council of the City of Placentia, California whereby Chapter 23.83 would be added to Title 23 (Zoning) of the Municipal Code to regulate wireless telecommunications facilities within the public Right-of-Way.

BACKGROUND:

Technology

Small cells are the most recent evolution of wireless radio technology and are becoming standard infrastructure for Wireless Service Providers (WSPs) as part of their heterogeneous network (HetNet) strategy. Small cells are compact and low-powered base stations used to compliment mobile phone service from larger macro cell towers and facilities. The term, "small cells" (SC) is an umbrella term used for a wide range of WCFs that include femto cells, pico cells, micro cells, and metro cells. These low-powered radio access nodes typically have a coverage range from about 30 feet to several hundred feet and have become a highly valuable solution to alleviate network congestion by providing for the densification needs of the WSPs. Network densification requirements for WSPs have led to the need for SC, as coverage and capacity needs have become critical challenges.

Outdoor SC nodes are typically placed on existing infrastructure such as utility/telephone poles, street lamps or traffic signal poles which provide a high density of potential sites where these location sensitive deployments can occur. To support high speed service, SC technology provides WSPs the ability to integrate an approach to allow for 3G, 4G LTE, and Wi-Fi service from a single deployment, including the future deployment of 5G devices. These SC nodes are operated and controlled by a single mobile phone company. The purpose of installing SC is to increase range and capacity in densely populated urban areas that cannot be sustained by macro cells. The growth of SC is a response to increasing global data traffic, which is continuing to grow at a rapid pace.

SB 649

Senate Bill (SB 649), which is rapidly moving through the State Legislature, aims to address and answer the increase in data traffic. As currently proposed, it would remove the requirement for WSPs to obtain discretionary approval prior to installing a SC device on PROWs, including City-owned facilities and light poles. This bill could require the City to provide access to vertical infrastructure in PROWs and would limit the amount of rent that could be charged for access. The only place where a SC tower could not be installed is on fire department facilities. The bill would not only remove the ability to take into consideration any aesthetic, design or nuisance impacts, but would also remove a jurisdiction's ability to consider these facilities as a "project" pursuant to CEQA. In accordance with SB 649, the largest allowable device is limited to 35 cubic feet in size similar to the dimensions of a small refrigerator, but the size limitation does not take into account all of the space the supplemental equipment will utilize. The bill specifically excludes the supporting equipment necessary, including but not limited to, electric meters, demarcation box, pedestals, grounding equipment and other necessary devices for the device to run. Such ancillary equipment is not included in the bill's 35 cubic foot restriction. Given that this is an emerging technology and there are relatively few examples of micro cell sites in varying capacities, it is difficult to determine the amount of space each device would require.

SB 649 will eliminate public involvement, full local environmental and design review, and the ability for local governments to negotiate leases or any public benefit for the installation of SC equipment. SC would be required to be allowed on public property in any zone in a city or county and would be subject to a vague permitting process. The bill eliminates the full discretion a local jurisdiction currently maintains to require that such equipment blends into the community they are entering and that WCPs adequately maintain their equipment. SB 649 eliminates the ability to negotiate any public benefit such as proving network access for a library. Additionally, the bill makes local governments responsible to adopt a complicated set of ordinances, thereby increasing costs to local jurisdictions, at the same time the bill caps the flexible revenue cities and counties can generate for public services. SB 649 forces local government to rent space for SC on public property at rates far below fair market value and requires that every jurisdiction, in order to use its own public property, provide substantial evidence that the space is needed by that community. Rents from the use of public property, which every other for-profit business pays, help cover the cost of essential public services. The bill now sets an arbitrary cap on the annual fee, rather than allowing each jurisdiction to determine fees based upon fair market rates.

City Council Study Session and Direction

In light of SB 649 rapidly progressing through the State Legislature, the City Council conducted a policy discussion and review of a draft ordinance to regulate PROW WCFs Citywide. The City Council also evaluated the following two options to address the potential implementation of SB 649:

1. To enter into a public-private partnership with a telecommunications firm to provide the service of drafting a new telecommunications ordinance for PROW SC, processing permits for proposed SC deployments, contract negotiations, and providing consulting services, as opposed to these activities being directly administered by Staff ("in-house"). As part of a public-private partnership with a third party, as would be the case with a firm such as "5 Bars", a "cooperative piggyback agreement" would likely be instituted with a revenue share system. As an example, in a revenue share system the City would receive 65% and "5 Bars" would receive 35% of all revenue derived from any lease agreements. However, given the $250 restriction on annual rental rate per site, 70 streetlights/traffic signal poles would yield total revenue of $17,500. Applying a revenue sharing agreement would afford the City with a revenue source of $11,375. The mutual revenue source for both parties would be nominal and would not be an effective or profitable strategy to combating WSP within the PROW; or

2. Manage PROW SC deployments "in house", using City Staff, without the need of a third party.

After conducting the Study Session, the City Council took the following actions:

1. Directed Staff to prepare a final draft ordinance regarding WCFs in the PROW to be considered by City Council at a future meeting (ZCA 2017-05); and

2. Directed Staff to enter into an agreement with 5 Bars for the administration and oversight of all WCFs within the PROW to be managed by 5 Bars; and

3. Directed Staff to prepare an update to PMC Chapter 23.82 (regarding non-PROW WCFs) to be considered by City Council at a future meeting.

On August 8, 2017, the Planning Commission conducted a noticed public hearing and unanimously recommended approval of ZCA 2017-05 whereby Chapter 23.83 would be added to Title 23 (Zoning) of the PMC to regulate WCFs within the PROW.

DISCUSSION:

Draft Ordinance adding Chapter 23.83
The proposed ordinance addresses the issues of regulating SC by distinguishing measures that apply to the siting, modification, or construction of these facilities within the PROW. Applications involving infrastructure in the PROW co-located on a City-owned pole shall be considered for Ministerial Review (no public hearing). By providing guidelines in the ordinance for the design of these facilities, the City can offer a faster approval process for applications that fit the requirements. Having a ministerial approval process in the ordinance eliminates the risk of Staff encountering issues with the "shot clock" and ensures a level of consistency in design Citywide.

A discretionary review consisting of a Planning Commission public hearing, will be required for all WCF co-locations, modifications or new facilities that do not match the guidelines provided for ministerial review. The City expects to have a limited number of discretionary applications, which should allow sufficient effort be devoted to approving the application before the expiration of the "shot clock". By adoption of the ordinance, the City can approve or deny proposed telecommunication devices within the acceptable timeline based on whether they fit the design parameters established in the proposed ordinance.

Should an applicant seek approval of five (5) or more WCFs in the PROW (including new facilities and co-locations on existing facilities), the applicant may elect to submit an application for a master deployment plan permit, subject to the Planning Commission's review and approval. The proposed facilities in a master deployment plan shall be reviewed together at the same time and shall be otherwise subject to the same requirements and procedures applicable to a major communication facility. Only facilities in the PROW may be covered by the master deployment plan.

CEQA:

The proposed zoning code amendment was reviewed by Staff in accordance with the requirements of the California Environmental Quality Act ("CEQA"). Based on that review, Staff recommends that the City Council find that adoption of ZCA 2017-05 is exempt from environmental review pursuant to the provisions of the CEQA Section 15061(b)(3) in that the proposed Code Amendments are not expected to create a negative impact on the physical environment and it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. On August 8, 2017, the Planning Commission unanimously recommended approval of the ZCA and recommended that the City Council find that adoption of the ZCA is exempt from CEQA pursuant to Section 15061 (b)(3) of the CEQA Guidelines.

FISCAL IMPACT:

Chapter 23.82 of the PMC currently regulates WCF within both public and private property. Staff currently oversees and manages 11 telecommunication contracts on City-owned and operated sites.

City Managed Macro Cell Sites	
FY 2015-2016	$276,847.96

The table above displays the passive revenue source during Fiscal Year (FY) 2015-2016. Monthly fees range from $1,000 to $2,800 per month, generally with a 4% annual increase per provider. The lease terms are for five (5) years, with an option of four (4) additional five-year terms.

There are approximately 3,668 street light poles and traffic signals located within the City limits. Of the total street light poles and traffic signals, 216 are owned and operated by the City. Past discussions with wireless telecommunication consultants (5 Bars) revealed that approximately 50-70 City light poles and traffic signals may be deemed viable sites for SC usage. SB 649, in its current form, will require local jurisdiction's to rent space on public infrastructure at an annual rate of $250. The yearly revenue generated for the City would be nominal for PROW sites, resulting in cumulative revenue of $17,500 per fiscal year for the usage of 70 light poles and/or traffic signals. A fully deployed SC network would generate only 6% of the total revenue generated by macro cell sites based on FY 2015-2016.

CONCLUSION:

The current ordinance is antiquated in that it does not adequately address the most recent advancements in technology in the realm of wireless communications. Furthermore, Chapter 23.82 is in direct conflict with SB 649 provisions by requiring all right-of-way installations to obtain a Use Permit from the Planning Commission, which the Senate Bill seeks to directly eliminate. Therefore, there is a need for a new ordinance to address PROW sites and separately, an update to Chapter 23.82 of the PMC.

The attached ordinance would establish uniform processing requirements for the orderly, managed, and efficient development of WCFs within the PROW. It would create uniform standards for SC deployments within the PROW and hold WSPs accountable for submitting substantiating evidence as to the basis of the deployment and require technical verification as to the existing gap in service coverage, including establishing a standard permitting process. This ordinance would create Chapter 23.83 with the intent to address PROW installation only. Given the abbreviated timeline of the possible passage of SB 649, Chapter 23.82 will be addressed and updated at a future date, which will focus on all WCFs, including macro cell sites.

Prepared by:

Joseph M. Lambert
Director of Development Services

Reviewed and approved:

Damien R. Arrula
City Administrator

Attachments:

1. Ordinance No. O-2017-XX
   Exhibit A: "Wireless Telecommunications Facilities Within the Public Right-of-Way"
   Exhibit B: Figure 23.83-1 Design Standards and Siting Guidelines
2. PowerPoint

ORDINANCE NO. O-2017-08

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA ADDING CHAPTER 23.83 ENTITLED "WIRELESS TELECOMMUNICATIONS FACILITIES WITHIN THE PUBLIC RIGHT-OF-WAY"

City Attorney Summary

This Ordinance would add Chapter 23.83 to the City of Placentia Municipal Code creating regulations for the permitting, development, siting, installation, design, operation and maintenance of wireless telecommunications facilities in the City's public right-of-way and on city-owned property.

A. Recitals.

(i.) The City of Placentia wishes to adopt new development standards for the permitting, development, siting, installation, design, operation and maintenance of wireless telecommunications facilities in the City's public right-of-way and on city-owned property. These regulations are intended to prescribe clear and reasonable criteria to assess and process applications in a consistent and expeditious manner, while reducing the impacts associated with wireless telecommunications facilities.

(ii.) Pursuant to Article XI, § 5 of the California Constitution and the City Charter, the City of Placentia may make and enforce all regulations and ordinances in respect to municipal affairs.

(iii.) A duly noticed public hearing was conducted, and concluded, with respect to the Ordinance hereby recommended for adoption.

(iv.) On or about August 8, 2017, the Planning Commission of the City of Placentia held a duly noticed public hearing and recommended to the City Council approval of an Ordinance to Ordinance would add Chapter 23.83 to the City of Placentia Municipal Code creating regulations for the permitting, development, siting, installation, design, operation and maintenance of wireless telecommunications facilities in the City's public right-of-way and on city-owned property.

(vi.) The City of Placentia provided notice of the City Council's public hearing in accordance with California Government Code Section 65090 and the City of Placentia Municipal Code Section 23.96.030.

(vii.) All other legal prerequisites to the adoption of this resolution have occurred.

B. Ordinance.

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

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

SECTION 2. The City Council hereby finds that the amendments set forth in Zoning Code Amendment No. 2017-05 have been reviewed and considered in accordance with the provisions of the California Environmental Quality Act of 1970, as amended, the Guidelines promulgated thereunder and City Guidelines and, further, that it can be seen with certainty that there is no possibility that the amendments set forth below may have a significant effect on the environment because the number of wireless telecommunications facilities would be limited and because the regulations established within this ordinance ensure that the existing appearance of the community remains largely the same. The City Council finds that said amendments are therefore not subject to the requirements of the California Environmental Quality Act pursuant to the provisions of § 15061(b)(3) of Division 6 of Title 14 of the California Code of Regulations and further recommends that a Notice of Exemption be filed with the Orange County Clerk/Recorder, in the manner as required by law.

SECTION 3. The City Council approves an amendment to the City of Placentia Municipal Code by adding Chapter 23.83 entitled "Wireless Telecommunications Facilities within the Public Right-Of-Way" as set forth in Exhibit "A".

SECTION 4. The City Council further approves Design Standards and Siting Guidelines by adopting Figure 23.83-1 as set forth in Exhibit "B".

SECTION 5. The City Council finds, in accordance with the requirements of Section 23.96.040 ("Amendments") of the Placentia Municipal Code, that the proposed amendment to the municipal code will not be detrimental to the health, safety or general welfare of the persons residing or working within the neighborhood of the proposed amendment or within the city, and that it will not be injurious to property or improvements within the neighborhood or within the city. The City Council also finds that the amendment is consistent with the latest adopted General Plan.

SECTION 6. If any section, subsection, sentence, clause, or phrase of this ordinance and/or the documents in support of this ordinance is/are for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 7. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same, or the summary thereof, to be published and posted pursuant to the provisions of law and this Ordinance shall take effect thirty (30) days after passage.

PASSED, APPROVED AND ADOPTED this 3rd day of October, 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 Ordinance was adopted at a regular meeting of the City Council of the City of Placentia, held on the 3rd day of October, 2017 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

PATRICK J. MELIA, CITY CLERK

APPROVED AS TO FORM:

CHRISTIAN L. BETTENHAUSEN, CITY ATTORNEY

Exhibit "A"

"Wireless Telecommunications Facilities Within the Public Right-Of-Way"

CITY OF PLACENTIA

WIRELESS IN RIGHT OF WAY

Chapter 23.83 - WIRELESS TELECOMMUNICATIONS FACILITIES WITHIN THE PUBLIC RIGHT-OF-WAY

23.83.010 - Purpose.

The purpose and intent of this chapter is to provide a uniform and comprehensive set of regulations and standards for the permitting, development, siting, installation, design, operation and maintenance of wireless telecommunications facilities in the City's public right-of-way and on city-owned property. These regulations are intended to prescribe clear and reasonable criteria to assess and process applications in a consistent and expeditious manner, while reducing the impacts associated with wireless telecommunications facilities. This chapter provides standards necessary (1) for the preservation of the public right-of-way in the city for the maximum benefit and use of the public, (2) to promote and protect public health and safety, community welfare, visual resources and the aesthetic quality of the city consistent with the goals, objectives and policies of the general plan, and (3) to provide for the orderly, managed and efficient development of wireless telecommunications facilities in accordance with the state and federal laws, rules and regulations.

23.83.020 - Definitions.

"Accessory equipment" means any equipment associated with the installation of a communication facility, including but not limited to cabling, generators, fans, air conditioning units, electrical panels, equipment shelters, equipment cabinets, equipment buildings, pedestals, meters, vaults, splice boxes, and surface location markers.

"Antenna" means that part of a communication facility designed to radiate or receive radio frequency signals and/or electromagnetic waves.

"Cellular" means an analog or digital wireless telecommunications technology that is based on a system of interconnected neighboring cell sites.

"Code" means the Placentia Municipal Code.

"Collocation" means the mounting or installation of transmission equipment on an eligible support structure for the purpose of transmitting and/or receiving radio frequency signal or electromagnetic waves for communication purposes.

"Communication facility," "facility" or "facilities" or "wireless telecommunications facilities" mean any facility or facilities that transmits and/or receives electromagnetic waves. It includes, but is not limited to, antennas and/or other types of equipment for the transmission or receipt of such signals, telecommunications towers or similar structures supporting such equipment, related accessory equipment, equipment buildings, parking areas, and other accessory development.

Exceptions: The term "communication facility" does not apply to the following:

1. Government owned and operated telecommunications facilities.
2. Emergency medical care provider-owned and operated telecommunications facilities.

3. Mobile services providing public information coverage of news events of a temporary nature.
4. Any wireless telecommunications facilities exempted from this code by federal law or state law.

"COW" means a "cell on wheels," which is a communication facility temporarily rolled in or temporarily installed.

"Director" means the Director of the Department of Development Services, or his or her designee, unless the entire application is for a purely ministerial approval, in which case "Director" means the Director of Public Works or his or her designee.

"Feasible" means capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, legal, social, and technological factors.

"Ground-mounted" means mounted to a telecommunications tower.

"Located within the public right-of-way" includes any facility which in whole or in part, itself or as part of another structure, rests upon, in, over or under the public right-of-way.

"Modification" means a change to an existing communication facility that involves any of the following: collocation, expansion, alteration, enlargement, intensification, reduction, or augmentation, including, but not limited to, changes in size, shape, color, visual design, or exterior material. "Modification" does not include repair, replacement or maintenance if those actions do not involve a change to the existing facility involving any of the following: collocation, expansion, alteration, enlargement, intensification, reduction, or augmentation.

"Monopole" means a structure composed of a pole or tower used to support antennas or related equipment. A monopole also includes a monopine, monopalm, monoeucalyptus, monocactus, and similar monopoles camouflaged to resemble faux trees or other faux objects attached on a monopole (e.g. water tower).

"Mounted" means attached or supported.

"Pole" means a single shaft of wood, steel, concrete or other material capable of supporting the equipment mounted thereon in a safe and adequate manner and as required by provisions of this code.

"Public right-of-way" means a strip of land acquired by reservation, dedication, forced dedication, prescription or condemnation and intended to be or is presently occupied by a road, sidewalk, railroad, electric transmission lines, oil or gas pipeline, water line, sanitary storm sewer, bikeway, pedestrian walkway, or other public use."

"Sensitive uses" means any residential use, public or private school, day care, playground, and retirement facility.

"Small cell" shall have the same meaning as provided in Government Code 65964.2 as it may be amended from time to time. As of the date this ordinance came into effect, "small cell" is defined as follows:

> A wireless telecommunications line facility, as defined in paragraph (2) of subdivision (d) of Section 65850.6 [of the government code], or a wireless facility that uses licensed or unlicensed line spectrum and that meets the following qualifications:

(i) The small cell antennas on the structure, excluding the line associated equipment, total no more than six cubic feet in volume, whether an array or separate.

(ii) Any individual piece of associated equipment on pole structures does not exceed nine cubic feet.

(iii) The cumulative total of associated equipment on pole structures does not exceed 21 cubic feet.

(iv) The cumulative total of any ground-mounted equipment along with the associated equipment on any pole or nonpole structure does not exceed 35 cubic feet.

(v) The following types of associated ancillary equipment are not included in the calculation of equipment volume:

(I) Electric meters and any required pedestal.

(II) Concealment elements.

(III) Any telecommunications demarcation box.

(IV) Grounding equipment.

(V) Power transfer switch.

(VI) Cutoff switch

(VII) Vertical cable runs for the connection of power and other services.

(VIII) Equipment concealed within an existing building or structure.

(B) "Small cell" includes a micro wireless facility.

(C) "Small cell" does not include the following:

(i) Wireline backhaul facility, which is defined to mean a facility used for the transport of communications data by wire from wireless facilities to a network.

(ii) Coaxial or fiber optic cables that are not immediately adjacent to or directly associated with a particular antenna or collocation.

(iii) Wireless facilities placed in any historic district listed in the National Park Service Certified State or Local Historic Districts or in any historical district listed on the California Register of Historical Resources or placed in coastal zones subject to the jurisdiction of the California Coastal Commission.

(iv) The underlying vertical infrastructure.

"Telecommunications tower" means a freestanding mast, pole, monopole, guyed tower, lattice tower, free standing tower or other structure designed and primarily used to support communication facility antennas.

"Utility pole" means any pole or tower owned by any utility company that is primarily used to support wires or cables necessary to the provision of electrical or other utility services regulated by the California Public Utilities Commission.

"Wireless telecommunications services" means the provision of services using a communication facility or a wireless telecommunications collocation facility, and shall include, but not limited to, the following services: personal wireless services as defined in the federal Telecommunications Act of 1996 at 47 U.S.C. § 332(c)(7)(C) or its successor statute, cellular service, personal communication service, and/or data radio telecommunications.

23.83.030 - Applicability.

A. Applicability. This chapter applies to the siting, construction or modification of any and all wireless telecommunications facilities proposed to be located in the public right-of-way and city-owned property as follows:

1. All facilities for which applications were not approved prior to November 3, 2017 shall be subject to and comply with all provisions of this chapter.

2. All facilities for which applications were approved by the city prior to November 3, 2017 shall not be required to obtain a new or amended permit until such time as a provision of this code so requires. Any communication facility that was lawfully constructed prior to November 3, 2017 that does not comply with the standards, regulations and/or requirements of this division, shall be deemed a nonconforming use.

3. All facilities, notwithstanding the date approved, shall be subject immediately to the provisions of this chapter governing the operation and maintenance (Section 23.83.130 (Operation and Maintenance Standards)), cessation of use and abandonment (Section 23.83.170 (Cessation of Use or Abandonment)), removal and restoration (Section 23.83.180 (Removal and Restoration—Permit Expiration, Revocation or Abandonment)) of wireless telecommunications facilities and the prohibition of dangerous conditions or obstructions by such facilities (Section 23.83.150 (No Dangerous Condition or Obstructions Allowed)); provided, however, that if a condition of approval conflicts with a provision of this chapter, the condition of approval shall control until the permit is amended or revoked.

B. Exclusions. This chapter does not apply to the following:

1. Amateur radio facilities;

2. Over the air reception devices ("OTARD") antennas;

3. Facilities owned and operated by the city for its use;

4. Any entity legally entitled to an exemption pursuant to state or federal law or city-issued franchise agreement.

23.83.040 - Communication facility permit requirements (Discretionary and Ministerial).

A. General Rule - Major Wireless Communication Facilities Permit Required. All new wireless facilities or collocations or modifications to existing wireless facilities shall require a use permit subject to Planning Commission approval unless otherwise provided for in this chapter.

B. Minor Wireless Communication Facilities Permit.

1. Discretionary Permit. The Director may issue a special use permit for new facilities or collocations or modifications to existing facilities that meet all the following criteria:

a. Consists of a small cell;

b. The proposal is not located in any location identified in Section 23.83.200 (Location Restrictions); and

b. The proposal complies with all applicable provisions in this chapter without need for an exception pursuant to Section 23.83.190 (Exceptions).

2. Referral to Commission. The Director may, in the Director's discretion, refer any application for a special use permit to the Planning Commission for approval, which approval shall be granted if the commission makes the findings required in Section 23.83.090.

C. Ministerial Wireless Telecommunications Facilities Permit. Notwithstanding Section 23.83.220 (State or Federal Law – Ministerial Requirements), the Director shall approve a ministerial wireless telecommunications permit if, all of the following apply:

1. The facility will comply with all applicable laws including, but not limited to:
    a. the Americans with Disabilities Act;
    b. all building and safety requirements, including those within the California Building Standards Code, as amended by the City of Placentia;
    c. all requirements of the Federal Communications Commission (FCC), including requirements relating to radio-frequency (RF) emissions and limits on interference.
2. The proposed facility will be installed on either:
    a. an existing pole that meets all of the following requirements:
        i. The pole does not support a traffic control device (examples include stop signs and traffic signals). If, however, the city has not passed a resolution declaring that the capacity on the traffic control device is needed for projected city uses, and the facility is a small cell, such use of such a pole is not automatically prohibited;
        ii. The facility will match the design of the pole; and
        iii. To the maximum extent feasible, all equipment installed on the pole will be the same color as the pole; or
    b. a new light pole that meets all of the following requirements:
        i. the pole meets the City's design requirements for its own light poles; (See Figure 23.83-1 and City's adopted pole standards).
        ii. the pole is at least 90 feet away from any existing light pole; and
        iii. Unless requested otherwise by the city in writing, the light on the pole will be illuminated, operated, and maintained consistent with the operation of

the other light poles in the city, and the full costs of illumination shall be fully borne by the applicant.

3. The applicant has provided technical data clearly demonstrating that there is a significant gap in the applicant's coverage and the facilities proposed are needed to fill that gap.
4. The city has issued all required wireless telecommunications encroachment permit(s) and entered into any required master license agreement.
5. All accessory equipment is housed in a container which is either (a) attached to the pole such that it does not protrude from the pole by more than four inches; is attached more than 10 feet above the ground; and is camouflaged to the extent feasible; or (b) installed underground.
6. The facility is a "small cell" facility which has antennas (or antenna sheathing) that is all of the following
   a. Mounted symmetrically at the top of the pole;
   b. The same color and as the pole; and
   c. The same shape as the pole (which shape is typically cylindrical).

D. Master Deployment Plan Permit.

1. Notwithstanding any other provision of the Code to the contrary, any applicant that seeks approval for five or more wireless telecommunications facilities in the right of way and/or public property (including new facilities and collocations to existing facilities) may elect to submit an application for a master deployment plan permit subject to Planning Commission approval. Any master deployment plan shall expire 36 months after the effective date of the approval unless the Planning Commission establishes a shorter time period. The proposed facilities in a master deployment plan shall be reviewed together at the same time and shall be otherwise subject to the same requirements and procedures applicable to a major wireless communication facility permit. Only facilities in the right of way and/or public property may be covered by a master deployment plan. Any master deployment plan shall be required to enter into a master license agreement.

2. A master deployment plan permit shall be deemed an approval for all wireless telecommunications facilities within the plan; provided, however, that an individual encroachment permit shall be required for each communication facility built pursuant to the plan.

3. Each facility proposed to be constructed pursuant to a master deployment plan permit, shall be built in strict compliance with the approved plan. Any deviations or alterations from the approved master deployment plan for an individual communication facility shall be considered as through no master deployment plan permit had been issued and shall require either a major, minor, or ministerial wireless communication facilities permit, as applicable.

4. An applicant that proposes to amend a master deployment plan permit shall apply to the city and follow the same procedures as would otherwise be required to obtain a new master deployment plan permit.

E. Other Permits Required. In addition to any permit that may be required under this chapter, the applicant must obtain all other required prior permits or other approvals from other city departments, or state or federal agencies. Any permit granted under this chapter is subject to the conditions and/or requirements of other required prior permits or other approvals from other city departments, state or federal agencies.

F. Eligible Applicants. Only applicants who have been granted the right to enter the public right-of-way pursuant to state or federal law, or who have entered into a franchise agreement or master license agreement with the city permitting them to use the public right-of-way, shall be eligible for a permit to install or modify a communication facility or a communication collocation facility in the public right-of-way.

G. Speculative Equipment Prohibited. The city finds that the practice of "pre-approving" wireless equipment or other improvements that the applicant does not presently intend to install but may wish to install at some undetermined future time does not serve the public's best interest. The city shall not approve any equipment or other improvements in connection with a communication facility permit when the applicant does not actually and presently intend to install such equipment or construct such improvements. All improvements must be installed at the same time.

23.83.050 - Application for communication facility permit.

A. Application.

1. In addition to the information required of an applicant for a wireless communication facility encroachment permit or any other permit required by this code, each applicant requesting approval of the installation or modification of a communication facility in the public right-of-way and city property shall fully and completely submit to the city a written application on a form prepared by the Director.

2. No applicant seeking to install wireless antennas shall seek an encroachment permit for fiber or coaxial cable only. Applicants shall simultaneously request fiber installation or other cable installation when seeking to install antennas in the right-of-way.

B. Application Contents – All Permits. The Director shall develop an application form and make it available to applicants upon request. The supplemental application form for any new communication facility installation in the public right-of-way (regardless of whether it is ministerial or discretionary) shall require the following information, in addition to any information required by 23.83.050.C (for discretionary permits) and all other information determined necessary by the Director:

1. Contact information. The name, address, email address, and telephone number of the applicant, owner and the operator of the proposed facility, and the date the application was received by the City.

2. Written authorization. If the facility will be located on or in the property of someone other than the owner of the facility (such as a street light pole, utility pole, utility cabinet, vault, or cable conduit), the applicant shall provide a duly executed written authorization from the property owner(s) authorizing the placement of the facility on or in the property owner's property, including written authorization from the Southern California Joint Pole Committee.

3. Engineering Plans. Detailed engineered improvement plans of the proposed facility and related report prepared by a professional engineer registered in the State of California documenting the following:

a. Height, diameter and design of the facility, including technical engineering specifications, economic and other pertinent factors governing selection of the proposed design, together with evidence that demonstrates that the proposed facility has been designed to be the least visible equipment within the particular technology the carrier chooses to deploy. A layout plan, section and elevation of the tower structure shall be included.

b. A photograph and model name and number of each piece of equipment included.

c. Power output and operating frequency for the proposed antenna.

d. Total anticipated capacity of the structure, indicating the number and types of antennas and power and frequency ranges, which can be accommodated.

e. Sufficient evidence of the structural integrity of the pole or other supporting structure as required by the city.

4. Justification for Facility. A justification study which includes the rationale for selecting the proposed use; if applicable, a detailed explanation of the coverage gap that the proposed use would serve; and how the proposed use is the least intrusive means for the applicant to provide wireless service. Said study shall include all existing structures and/or alternative sites evaluated for potential installation of the proposed facility and why said alternatives are not a viable option.

5. Environmental. A completed environmental assessment.

6. Request for Exception. If the applicant requests an exception to the requirements of this chapter (in accordance with Section 95.05.190 (Exceptions)), the applicant shall provide all information and studies necessary for the city to evaluate that request.

7. Proof of RF Emission Compliance. For a facility that is not categorically excluded under the FCC regulations for RF emissions, the applicant shall submit an RF exposure compliance report prepared and certified by an RF engineer acceptable to the city that certifies that the proposed facility, as well as any facilities that contribute to the cumulative exposure in the subject area, will comply with applicable federal RF exposure standards and exposure limits. The RF report must include the actual frequency and power levels (in watts effective radio power "ERP") for all existing and proposed antennas at the site and exhibits that show the location and orientation of all transmitting antennas and the boundaries of areas with RF exposures in excess of the uncontrolled/general population limit (as that term is defined by the FCC) and also the boundaries of areas with RF exposures in excess of the controlled/occupational limit (as that term is defined by the FCC). Each such boundary shall be clearly marked and identified for every transmitting antenna at the project site.

8. FAA Documents. Copies of any documents that the applicant is required to file pursuant to Federal Aviation Administration regulations for the facility.

9. Fee. An application fee, and a deposit for a consultant's review as set forth in paragraph E of this section 23.83.050 in an amount set by resolution by the city council and in accordance with applicable law (e.g. California Government Code Section 50030).

10. RF Exposure Checklist. Completion of the radio frequency (RF) emissions exposure guidelines checklist contained in Appendix A to the Federal Communications Commission's (FCC) "Local

Government Official's Guide to Transmitting Antenna RF Emission Safety", as it may be amended from time to time, to determine whether the facility will be "categorically excluded" as that term is used by the FCC.

11. Site Plans. Site plan(s) to scale, specifying and depicting the exact proposed location of the pole, pole diameter, antennas, accessory equipment, access or utility easements, landscaped areas, existing utilities, adjacent land uses, and showing compliance with Section 23.83.080 (Requirements for Facilities within the Public Right-of-Way).

12. Traffic Control. If an encroachment permit is required, then the encroachment permit procedures shall control whether (or not) a traffic control plan is required. If no encroachment permit is required, then a traffic control plan is required if either (a) the proposed installation is on any street in a non-residential zone or (b) the applicant seeks to use large equipment (e.g. crane) and the Director decides to require a traffic control plan.

13. Other Information. Any other information and/or studies determined necessary by the Director may be required.

C. Additional Application Contents – Discretionary Permits. In addition to providing all materials required in subsection B of this section 95.05.050, applications for discretionary permits shall also provide the following:

1. Owner Authorization. If the applicant is an agent, the applicant shall provide a duly executed letter of authorization from the owner of the facility. If the owner will not directly provide wireless telecommunications services, the applicant shall provide a duly executed letter of authorization from the person(s) or entity(ies) that will provide those services.

2. Written Description. A full written description of the proposed facility and its purpose.

3. Mock Up and Sign. Proof that a temporary mock-up of the facility and sign has been installed at the proposed location for a period of at least 30 calendar days which facility roughly replicates for the public the proposed height and bulk of the proposed structure. If the Director finds the applicant's cost of complying with this requirement would greatly outweigh the value of such compliance, then the Director may waive the requirement that the applicant install the mock up (but not the installation of the sign, which still requires an encroachment permit).

a. Applicant shall obtain an encroachment permit before installing a temporary mock-up and a sign, and must remove the temporary mock-up and sign within five calendar days of receiving a written notice to remove from the Director.

b. The mock-up and sign shall demonstrate the height and mass of the facility, including all interconnecting cables. The applicant shall not be entitled to install the facility it intends to install permanently. The mock-up may consist of story poles or the like.

c. The mock-up be accompanied by a sign that displays photo simulations depicting before and after images, including any accessory equipment cabinet, and the telephone number of the Public Works Department.

d. The applicant shall be required to follow any other city practices or processes relevant to the installation of a mock-up and sign as may be provided in a publicly accessible form or document.

e. After installation of the mock-up, the applicant shall certify that the mock-up accurately represents the height and width of the proposed installation and has been installed consistent with this code.

4. Elevations. Scaled elevation plans of proposed poles, antennas, accessory equipment, and related landscaping and screening.

5. Noise Study. A noise study prepared by a qualified acoustic engineer documenting that the level of noise to be emitted by the proposed communication facility will comply with this code including section 95.05.080(A)(16)(b). The Director may waive the requirement for a noise study if the Director finds the cost of creating the study would greatly outweigh the value of receipt of such study.

6. Propagation Maps. A written description identifying the geographic service area for the subject installation including geographic and propagation maps, that identifies the location of the proposed facility in relation to all existing and planned facilities maintained within the city by each of the applicant, operator, and owner, if different entities, as well as the estimated number of potentially affected uses in the geographic service area. Regardless of whether a master deployment plan permit is sought, the applicant shall depict all locations anticipated for new construction and/or modifications to existing facilities, including collocation, within two years of submittal of the application. Longer range conceptual plans for a period of five years shall also be provided, if available.

a. In the event the applicant seeks to install a communication facility to address service coverage concerns, full-color signal propagation maps with objective units of signal strength measurement that show the applicant's current service coverage levels from all adjacent sites without the proposed site, predicted service coverage levels from all adjacent sites with the proposed site, and predicted service coverage levels from the proposed site without all adjacent sites;

b. If applicant seeks to address service capacity concerns, a written explanation identifying the existing facilities with service capacity issues together with competent evidence to demonstrate the inability of those facilities to meet capacity demands.

7. CPCN. Certification that applicant is a telephone corporation or a statement providing the basis for its claimed right to enter the right-of-way. If the applicant has a certificate of public convenience and necessity (CPCN) issued by the California Public Utilities Commission, it shall provide a copy of its CPCN.

8. Visual Depiction. Accurate visual impact analysis showing the maximum silhouette, color and finish palette and proposed screening for the facility, including scaled photo simulations from at least three different angles.

9. Landscape Plan. A scaled conceptual landscape plan showing existing trees and vegetation and all proposed landscaping, concealment, screening and proposed irrigation with a discussion of how the chosen material at maturity will screen the site.

D. Application Contents. Modification of Existing Facility. The content of the application form for a modification to an existing facility shall be determined by the Director, and shall include but not be limited to the requirements listed in Section 23.83.050(B) and (C) unless prohibited by state or federal law.

E. Effect of State or Federal Law Change. If a subsequent state or federal law prohibits the collection of any information required by Section 23.83.050(B) or (C), the Director is authorized to omit, modify or add to that request from the City's application form with the written approval of the city attorney, which approval shall be a public record.

F. Independent Expert. The Director is authorized to retain on behalf of the city an independent, qualified consultant to review any application for a permit for a communication facility. The review is intended to be a review of technical aspects of the proposed communication facility and shall address any or all of the following:

1. Compliance with applicable radio frequency emission standards;

2. Whether any requested exception is necessary to close a significant gap in coverage and is the least intrusive means of doing so;

3. The accuracy and completeness of submissions;

4. Technical demonstration of the unavailability of alternative sites or configurations and/or coverage analysis;

5. The applicability of analysis techniques and methodologies;

6. The validity of conclusions reached or claims made by applicant;

7. The viability of alternative sites and alternative designs; and

8. Any other specific technical issues identified by the consultant or designated by the city.

The cost of this review shall be paid by the applicant through a deposit pursuant to an adopted fee schedule resolution. No permit shall be issued to any applicant which has not fully reimbursed the city for the consultant's cost.

23.83.060 - Review procedure.

A. Pre-submittal Conference. Prior to application submittal, the city strongly encourages all applicants to schedule and attend a pre-submittal conference with Public Works Department staff to receive informal feedback on the proposed location, design and application materials. The pre-submittal conference is intended to identify potential concerns and streamline the formal application review process after submittal. Public Works Department staff will endeavor to provide applicants with an appointment within approximately five business days after receipt of a written request.

B. Application Submittal Appointment. All applications must be submitted to the city at a pre-scheduled appointment. Applicants may submit one application per appointment but may schedule successive appointments for multiple applications whenever feasible as determined by the city. City staff will endeavor to provide applicants with an appointment within five business days after receipt of a written request.

C. Notice and Decisions. The provisions in this section describe the procedures for approval and any required notice and public hearings for an application.

1. When Hearings Required.

a. Discretionary Decisions. Any permit application under this chapter subject to Planning Commission or the Director's discretionary approval requires notice and a public hearing in accordance with code Section 23.87.030 (Public Hearings and Public Notices).

b. Ministerial Decisions. The Director may approve or conditionally approve an application for a ministerial application without a public hearing and without issuing prior notice of the decision. For denials see subsection 3, below.

2. Notice of decisions

a. Planning Commission Decision of Approval. The Planning Commission may approve, or conditionally approve, an application only after the commission makes the findings required in Section 23.83.090 (Findings).

b. Administrative Approvals. The Director may approve, or conditionally approve, an application only after it makes the findings required in Section 23.83.090 (Findings). Within five days after the Director approves an application under this chapter, the Director is directed to place notice of the decision in the U.S. mail.

3. Denials.

a. All final decisions made pursuant to this chapter shall be in writing and based on substantial evidence in the written administrative record. The written decision shall include the reasons for the decision.

b. Administrative Denials. If the Director determines that any application submitted for a ministerial or discretionary wireless communication facilities permit does not meet code requirements, the Director shall notify the applicant of said finding in writing, and the application shall be denied effective on the date of issuance of said notice, unless, within 10 days of the issuance of the written notice, the applicant requests the application be converted to an application for a major wireless facilities permit application. The Planning Commission shall thereafter hear the application only after a complete application for the major wireless communication facilities permit has been submitted.

4. Notice of Shot Clock Expiration.

a. Notification by Applicant. The city acknowledges there are federal and state shot clocks which may be applicable to a proposed communication facility. That is, federal and state law provide time periods in which the city must approve or deny a proposed communication facility. As such, the applicant is required to provide the city written notice of the expiration of any shot clock, which the applicant shall ensure is received by the city (e.g. overnight mail) no later than 20 days prior to the expiration, and until the applicant has provided such notice, the city shall be entitled to conclude that the applicant has consented to the delay, and that the delay is reasonable.

b. Tolling Agreements. The Director is authorized to enter into an agreement to toll the relevant shot clock requirements, if the form of the agreement meets the approval of the City Attorney.

D. Appeals. Any aggrieved person or entity may appeal a decision by the Director or the Planning Commission.

23.83.070. (Reserved)

23.83.080 - Requirements for facilities within the public right-of-way.

A. Design and Development Standards. All wireless telecommunications facilities that are located within the public right-of-way shall be designed and maintained as to minimize visual, noise and other impacts on the surrounding community and shall be planned, designed, located, and erected in accordance with the following:

1. General Guidelines.

a. The applicant shall employ screening, undergrounding and camouflage design techniques in the design and placement of wireless telecommunications facilities to ensure that the facility is as visually screened as feasible, to prevent the facility from dominating the surroundings.

b. Screening shall be designed to be architecturally compatible with surrounding structures using appropriate techniques to camouflage, disguise, and/or blend into the environment, including landscaping, color, and other techniques to minimize the facility's visual impact as well as be compatible with the architectural character of the surrounding buildings or structures in terms of color, size, proportion, style, and quality.

c. To the extent feasible, facilities shall be located such that views from a residential structure are not significantly impaired.

2. [Reserved.]

3. Traffic Safety. All facilities shall be designed and located in such a manner to avoid adverse impacts on traffic safety. Among other things, when determining traffic safety impacts, the City will consider the views of the Manual for Uniform Traffic Control Devices (MUTCD) and whether the proposed installation location is high enough and far enough away from the street to minimize the risk of high profile vehicles colliding with the installation.

4. Blending Methods. All facilities shall have subdued colors and non-reflective materials that blend with the materials and colors of the surrounding area and structures.

5. Equipment. The applicant shall use the least visible equipment possible. Antenna elements shall be flush mounted, to the extent feasible. All antenna mounts shall be designed so as not to preclude

possible future collocation by the same or other operators or carriers. Unless otherwise provided in this section, antennas shall be situated as close to the ground as possible.

6. Poles.

a. Facilities shall be located consistent with Section 23.83.200 (Location Restrictions) unless an exception pursuant to Section 23.83.190 (Exceptions) is granted.

b. Only pole-mounted antennas shall be permitted in the right-of-way. All other telecommunications towers are prohibited. (For exceptions see subparagraph (6)(h) below and sections 23.83.190 (Exceptions) and 23.83.220 (State or Federal Law).)

c. Utility Poles. The maximum height of any antenna shall not exceed 48 inches above the height of an existing utility pole, nor shall any portion of the antenna or equipment mounted on a pole be less than 20 feet above any drivable road surface. All installations on utility poles shall fully comply with the California Public Utilities Commission general orders, including, but not limited to, General Order 95, as may be revised or superseded.

d. Light Poles. The maximum height of any antenna shall not exceed four feet above the existing height of a light pole. Any portion of the antenna or equipment mounted on a pole shall be on the pole, and not on any mast arm.

e. Replacement Poles. If an applicant proposes to replace a pole in order to accommodate a proposed facility, the pole shall be designed to resemble the appearance and dimensions of existing poles near the proposed location, including size, height, color, materials and style to the maximum extent feasible.

f. Pole mounted equipment, exclusive of antennas, shall be restricted to the smallest possible dimensions and shall not exceed nine cubic feet in dimension.

g. [Reserved.]

h. An exception shall be required to place a new pole in the public right-of-way. If an exception is granted for placement of new poles in the right-of-way:

i. Appearance. Such new poles shall be designed to resemble existing poles in the right-of-way near that location, including size, height, color, materials and style, with the exception of any existing pole designs that are scheduled to be removed and not replaced.

ii. Minimum Distance Between Poles. Such new poles that are not replacement poles shall be located at least 90 linear feet from any existing pole to the extent feasible.

iii. Analysis. A new pole justification analysis shall be submitted to demonstrate why existing infrastructure cannot be utilized and demonstrating the new pole is the least intrusive means possible including a demonstration that the new pole is designed to be the minimum functional height and width required to support the proposed facility.

i. All cables, including, but not limited to, electrical and utility cables, shall be run within the interior of the pole and shall be camouflaged or hidden to the fullest extent feasible. For all wooden poles wherein interior installation is infeasible, conduit and cables attached to the exterior of poles shall be mounted flush thereto and painted to match the pole.

7. Space. Each facility shall be designed to occupy the least amount of space in the right-of-way that is technically feasible.

8. Wind Loads. Each facility shall be properly engineered to withstand wind loads as required by this code or any duly adopted or incorporated code. An evaluation of high wind load capacity shall include the impact of modification of an existing facility.

9. Obstructions. Each component part of a facility shall be located so as not to cause any physical or visual obstruction to pedestrian or vehicular traffic, incommode the public's use of the right-of-way, or safety hazards to pedestrians and motorists so as not to obstruct the intersection sight distance.

10. Public Facilities. A facility shall not be located within any portion of the public right-of-way interfering with access to a fire hydrant, fire station, fire escape, water valve, underground vault, valve housing structure, or any other public health or safety facility.

11. Screening. All ground-mounted facility, pole-mounted equipment, or walls, fences, landscaping or other screening methods shall be installed at least 18 inches from the curb and gutter flow line.

12. Accessory Equipment. Not including the electric meter, all accessory equipment shall be located underground, except as provided below:

a. Unless city staff determines that there is no room in the public right-of-way for undergrounding, or that undergrounding is not feasible, an exception shall be required to place accessory equipment above-ground and concealed with natural or manmade features to the maximum extent possible. (See section 23.83.040.C, authorizing certain above ground installations on existing poles).

b. When above-ground is the only feasible location for a particular type of accessory equipment and will be ground-mounted, such accessory equipment shall be enclosed within a structure, and shall not exceed a height of five feet and a total footprint of 15 square feet, and shall be fully screened and/or camouflaged, including the use of landscaping, architectural treatment, or acceptable alternate screening. Required electrical meter cabinets shall be screened and/or camouflaged. Also, while pole-mounted equipment is generally the least favored installation, should pole-mounted equipment be sought, it shall be installed as required in this chapter.

c. In locations where homes are only along one side of a street, above-ground accessory equipment shall not be installed directly in front of a residence. Such above-ground accessory equipment shall be installed along the side of the street with no homes facing it.

13. Landscaping. Where appropriate, each facility shall be installed so as to maintain and enhance existing landscaping on the site, including trees, foliage and shrubs. Additional landscaping shall be planted, irrigated and maintained by applicant where such landscaping is deemed necessary by the city to provide screening or to conceal the facility.

14. Signage. No facility shall bear any signs or advertising devices other than certification, warning or other signage required by law or permitted by the city.

15. Lighting.

a. No facility may be illuminated unless specifically required by the Federal Aviation Administration or other government agency. Beacon lights are not permitted unless required by the Federal Aviation Administration or other government agency.

b. Legally required lightning arresters and beacons shall be included when calculating the height of facilities such as towers, lattice towers and monopoles.

c. Any required lighting shall be shielded to eliminate, to the maximum extent possible, impacts on the surrounding neighborhoods.

d. Unless otherwise required under FAA or FCC regulations, applicants may install only timed or motion-sensitive light controllers and lights, and must install such lights so as to avoid illumination impacts to adjacent properties to the maximum extent feasible. The city may, in its discretion, exempt an applicant from the foregoing requirement when the applicant demonstrates a substantial public safety need.

e. The applicant shall submit a lighting study which shall be prepared by a qualified lighting professional to evaluate potential impacts to adjacent properties. Should no lighting be proposed, no lighting study shall be required.

f. Nothing in this subsection 15 is intended to prevent the installation of wireless facilities camouflaged on or within light poles if the light pole meet the City's design requirements for its own light poles.

16. Noise.

a. Backup generators shall only be operated during periods of power outages, and shall be tested only between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday, and between the hours of 9:00 a.m. and 6:00 p.m. on Saturday, and shall be prohibited at any time on Sunday and on all federal holidays, unless other hours are approved by the Director upon receipt of evidence that an emergency exists which would constitute a hazard to persons or property.

b. At no time shall equipment noise from any facility exceed an exterior noise level of 55 dBA three feet from the source of the noise if the facility is located in the public right-of-way adjacent to a business, commercial, manufacturing, utility or school zone; provided, however, that for any such facility located within 500 feet of any property zoned residential or improved with a residential use, such equipment noise shall not exceed 45 dBA three feet from the sources of the noise.

17. Security. Each facility shall be designed to be resistant to, and minimize opportunities for, unauthorized access, climbing, vandalism, graffiti and other conditions that would result in hazardous situations, visual blight or attractive nuisances. The Director may require the provision of warning signs, fencing, anti-climbing devices, or other techniques to prevent unauthorized access and vandalism when, because of their location and/or accessibility, a facility has the potential to become an attractive nuisance. Additionally, no lethal devices or elements shall be installed as a security device.

18. Modification. Consistent with current state and federal laws and if permissible under the same, at the time of modification of a communication facility, existing equipment shall, to the extent feasible, be replaced with equipment that reduces visual, noise and other impacts, including, but not limited to, undergrounding the equipment and replacing larger, more visually intrusive facilities with smaller, less visually intrusive facilities.

19. The installation and construction approved by a communication facility permit shall begin within one year after its approval or it will expire without further action by the city.

B. Conditions of Approval. In addition to compliance with the design and development standards outlined in this section, all facilities shall be subject to the following conditions of approval (approval may be by operation of law), as well as any modification of these conditions or additional conditions of approval deemed necessary by the approving party:

1. As Built Drawings. The permittee shall submit an as built drawing within 90 days after installation of the facility. As-builts shall be in an electronic format acceptable to the city which can be linked to the City's GIS.

2. Contact Information. The permittee shall submit and maintain current at all times basic contact and site information on a form to be supplied by the city. The permittee shall notify the city of any changes to the information submitted within 30 days of any change, including change of the name or legal status of the owner or operator. This information shall include, but is not limited to, the following:

a. Identity, including the name, address and 24-hour local or toll free contact phone number of the permittee, the owner, the operator, and the agent or person responsible for the maintenance of the facility.

b. The legal status of the owner of the communication facility.

3. Assignment. The permittee shall notify the city in writing at least 90 days prior to any transfer or assignment of the permit. The written notice required in this section must include: (1) the transferee's legal name; (2) the transferee's full contact information, including a primary contact person, mailing address, telephone number and email address; and (3) a statement signed by the transferee that the transferee shall accept all permit terms and conditions. The Director may require the transferor and/or the transferee to submit any materials or documentation necessary to determine that the proposed transfer complies with the existing permit and all its conditions of approval, if any. Such materials or documentation may include, but shall not be limited to: federal, state and/or local approvals, licenses, certificates or franchise agreements; statements; photographs; site plans and/or as-built drawings; and/or an analysis by a qualified radio frequency engineer demonstrating compliance with all applicable regulations and standards of the Federal Communications Commission. Noncompliance with the permit and all its conditions of approval, if any, or failure to submit the materials required by the Director shall be a cause for the city to revoke the applicable permits pursuant to and following the procedure set on in Section 95.05.180 (Removal and Restoration—Permit Expiration, Revocation or Abandonment).

4. Signs. At all times, all required notices and/or signs shall be posted on the site as required by the Federal Communications Commission, California Public Utilities Commission, any applicable licenses

or laws, and as approved by the city. The location and dimensions of a sign bearing the emergency contact name and telephone number shall be posted pursuant to the approved plans.

5. Security. Permittee shall pay for and provide a performance bond or other form of security approved by the city attorney's office, which shall be in effect until the facilities are fully and completely removed and the site reasonably returned to its original condition, to cover permittee's obligations under these conditions of approval and this code. The security instrument coverage shall include, but not be limited to, removal of the facility. (The amount of the security instrument shall be calculated by the applicant in its submittal documents in an amount rationally related to the obligations covered by the bond and shall be specified in the conditions of approval.) Before issuance of any building permit, permittee must submit said security instrument.

6. Noise Complaints. If a nearby property owner or occupant registers a noise complaint and city forwards the same to the permittee (personally identifiable information may be redacted), the permittee shall have ten business days to file a written response regarding the complaint which includes any applicable remedial measures. If the city determines the complaint is valid and the applicant has not taken any steps to minimize the noise, the city may hire a consultant to study, examine and evaluate the noise complaint and the permittee shall pay the fee for the consultant if the site is found in violation of this chapter. The matter shall be reviewed by the Director. If the Director determines sound proofing or other sound attenuation measures should be required to bring the project into compliance with the Code, the Director may impose conditions on the project to achieve said objective.

7. Permit Expiration. A condition setting forth the permit expiration date in accordance with Section 23.83.160 (Permit Expiration) shall be included in the conditions of approval.

8. Additional conditions. The communication facility shall be subject to such conditions, changes or limitations as are from time to time deemed necessary by the Director for the purpose of: (a) protecting the public health, safety, and welfare; (b) preventing interference with pedestrian and vehicular traffic; and/or (c) preventing damage to the public right-of-way or any adjacent property. The city may modify the permit to reflect such conditions, changes or limitations by following the same notice and public hearing procedures as are applicable to the underlying permit for similarly located facilities, except the permittee shall be given notice by personal service or by registered or certified mail at the last address provided to the city by the permittee.

9. No Permit Transfer. The permittee shall not transfer the permit to any person prior to the completion of the construction of the facility covered by the permit, unless and until the transferee of the permit has submitted the security instrument required by Section 95.05.080(B)(5) (Security).

10. Property Rights. The permittee shall not move, alter, temporarily relocate, change, or interfere with any existing structure, improvement or property without the prior consent of the owner of that structure, improvement or property. No structure, improvement or property owned by the city shall be moved to accommodate a communication facility unless the city determines that such movement will not adversely affect the city or any surrounding businesses or residents, and the permittee pays all costs and expenses related to the relocation of the City's structure, improvement or property. Prior to commencement of any work pursuant to an encroachment permit issued for any facility within the public right-of-way, the permittee shall provide the city with documentation

establishing to the City's satisfaction that the permittee has the legal right to use or interfere with any other structure, improvement or property within the public right-of-way to be affected by applicant's facilities.

11. Liability. The permittee shall assume full liability for damage or injury caused to any property or person by the facility.

12. Repair Obligations. The permittee shall repair, at its sole cost and expense, any damage including, but not limited to subsidence, cracking, erosion, collapse, weakening, or loss of lateral support to city streets, sidewalks, walks, curbs, gutters, trees, parkways, street lights, traffic signals, improvements of any kind or nature, or utility lines and systems, underground utility line and systems, or sewer systems and sewer lines that result from any activities performed in connection with the installation, use, and/or maintenance of a communication facility in the public right-of-way. The permittee shall restore such areas, structures and systems to the condition in which they existed prior to the installation or maintenance that necessitated the repairs. If the permittee fails to complete such repair within the number of days stated on a written notice by the City Engineer. Such time period for correction shall be based on the facts and circumstances, danger to the community and severity of the disrepair. Should the permittee not make said correction within the time period allotted the City Engineer shall cause such repair to be completed at permittee's sole cost and expense.

13. Drip Line. No facility shall be permitted to be installed in the drip line of any tree in the right-of-way.

14. Insurance. The permittee shall obtain, pay for and maintain, in full force and effect until the facility approved by the permit is removed in its entirety from the public right-of-way, an insurance policy or policies of public liability insurance, with minimum limits of $2,000,000 for each occurrence and $5,000,000 in the aggregate, that fully protects the city from claims and suits for bodily injury and property damage. The insurance must name the city and its elected and appointed council members, boards, commissions, officers, officials, agents, consultants, employees and volunteers as additional named insureds, be issued by an insurer admitted in the State of California with a rating of at least a A:VII in the latest edition of A.M. Best's Insurance Guide, and include an endorsement providing that the policies cannot be canceled or reduced except with thirty (30) days prior written notice to the city, except for cancellation due to nonpayment of premium. The insurance provided by permittee shall be primary to any coverage available to the city, and any insurance or self-insurance maintained by the city and its elected and appointed council members, boards, commissions, officers, officials, agents, consultants, employees and volunteers shall be excess of permittee's insurance and shall not contribute with it. The policies of insurance required by this permit shall include provisions for waiver of subrogation. In accepting the benefits of this permit, permittee hereby waives all rights of subrogation against the city and its elected and appointed council members, boards, commissions, officers, officials, agents, consultants, employees and volunteers. The insurance must afford coverage for the permittee's and the wireless provider's use, operation and activity, vehicles, equipment, facility, representatives, agents and employees, as determined by the City's Risk Manager. Before issuance of any building permit for the facility, the permittee shall furnish the city risk manager certificates of insurance and endorsements, in the form satisfactory to the city attorney or the risk manager, evidencing the coverage required by the city.

15. Indemnification. To the fullest extent permitted by law, permittee and any contractors or subcontractors working on its behalf agree to indemnify the City of Placentia, its officers, employees, agents and elected and appointed boards (hereinafter "City Indemnitees") for any loss, claim, demand, cause of action, cost, expense, damage, obligation or liability which arises out of or is in any way connected with the installation, use, and maintenance of the communication facility, including any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of permittee, its contractors or subcontractors, and regardless of any acts, omissions or negligence (whether active or passive) of any person or entity indemnified hereunder. At their own expense, permittee and, as applicable, any contractors or subcontractors working on its behalf, shall defend any suit, claim or action against the City Indemnitees founded upon such loss, claim, demand, cause of action, cost, expense, damage, obligation or liability. Permittee shall ensure that the contract of any contractor or subcontractor working under this permit contain an indemnity agreement, requiring the contractor or subcontractor to indemnify and defend the City Indemnitees pursuant the terms set forth above. Permittee shall indemnify the City Indemnitees, and save them harmless from any and all loss, damage, costs, expenses and attorney's fees suffered or incurred on account of any breach of the aforesaid obligations and covenants, and any other provision or covenant of this section.

16. Hold Harmless. Additionally, to the fullest extent permitted by law, the permittee, and every permittee and person in a shared permit, jointly and severally, shall defend, indemnify, protect and hold the city and its elected and appointed council members, boards, commissions, officers, officials, agents, consultants, employees and volunteers harmless from and against all claims, suits, demands, actions, losses, liabilities, judgments, settlements, costs (including, but not limited to, attorney's fees, interest and expert witness fees), or damages claimed by third parties against the city for any injury claim, and for property damage sustained by any person, arising out of, resulting from, or are in any way related to the communication facility, or to any work done by or use of the public right-of-way by the permittee, owner or operator of the communication facility, or their agents, excepting only liability arising out of the sole negligence or willful misconduct of the city and its elected and appointed council members, boards, commissions, officers, officials, agents, consultants, employees and volunteers.

17. Cabinet Removal. Should the utility company servicing the facility with electrical service not require the use of an above ground meter cabinet, the permittee shall at its sole cost and expense remove the meter cabinet and any related foundation within 90 days of such service being offered and reasonably restore the area to its prior condition. An extension may be granted if circumstances arise outside of the control of the permittee.

18. Relocation. The permittee shall modify, remove, or relocate its facility, or portion thereof, without cost or expense to city, if and when made necessary by (i) any public improvement project, including, but not limited to, the construction, maintenance, or operation of any underground or above ground facilities including but not limited to sewers, storm drains, conduits, gas, water, electric or other utility systems, or pipes owned by city or any other public agency, (ii) any abandonment of any street, sidewalk or other public facility, (iii) any change of grade, alignment or width of any street, sidewalk or other public facility, or (iv) a determination by the Director that the communication facility has become incompatible with public health, safety or welfare or the public's use of the public right-of-way. Such modification, removal, or relocation of the facility shall be

completed within 90 days of notification by city unless exigencies dictate a shorter period for removal or relocation. Modification or relocation of the facility shall require submittal, review and approval of a modified permit pursuant to the Code including applicable notice and hearing procedures. The permittee shall be entitled, on permittee's election, to either a pro-rata refund of fees paid for the original permit or to a new permit, without additional fee, at a location as close to the original location as the standards set forth in the Code allow. If the facility is not modified, removed, or relocated within said period of time, city may cause the same to be done at the sole cost and expense of permittee. Further, due to exigent circumstances including those of immediate or imminent threat to the public's health and safety, the city may modify, remove, or relocate wireless telecommunications facilities without prior notice to permittee provided permittee is notified within a reasonable period thereafter.

19. Written Approval of Conditions. Permittee shall agree in writing that the permittee is aware of, and agrees to abide by, all conditions of approval imposed by the communication facility permit within 30 days of permit issuance. The permit shall be void and of no force or effect unless such written consent is received by the city within said 30-day period.

20. Right of Way Agreement. Prior to the issuance of any encroachment permit, permittee may be required to enter into a right-of-way agreement with the city in accordance with the City's past practice.

21. "Permittee" shall include the applicant and all successors in interest to this permit.

23.83.090 – Findings for Discretionary Permits.

No discretionary permit shall be granted for a communication facility unless the approving party makes all of the following findings:

A. The proposed facility has been designed and located in compliance with all applicable provisions of the Code, including Chapter 23.83.

B. Either (1) the design and location for the proposed installation is least intrusive on the purposes of this chapter; or (2) there is no feasible alternative design or location that would be less intrusive on the purposes of this chapter.

23.83.100 - Reserved.

23.83.110 - Nonexclusive grant.

No permit or approval granted under this chapter shall confer any exclusive right, privilege, license or franchise to occupy or use the public right-of-way of the city for any purpose whatsoever. Further, no approval shall be construed as any warranty of title.

23.83.120 - Emergency deployment.

A COW shall be permitted for the duration of an emergency declared by the city or at the discretion of the Director.

23.83.130 - Operation and maintenance standards.

All wireless telecommunications facilities must comply at all times with the following operation and maintenance standards:

A. Repairs. Unless otherwise provided herein, all necessary repairs and restoration shall be completed by the permittee, owner, operator or any designated maintenance agent within 48 hours:
   1. After discovery of the need by the permittee, owner, operator or any designated maintenance agent; or
   2. After permittee, owner, operator or any designated maintenance agent receives notification from the city.
B. Contact Information. Each permittee of a communication facility shall provide the Director with the name, address and 24-hour local or toll free contact phone number of the permittee, the owner, the operator and the agent responsible for the maintenance of the facility ("contact information"). Contact information shall be updated within seven days of any change.
C. Good Condition. All facilities, including, but not limited to, telecommunication towers, poles, accessory equipment, lighting, fences, walls, shields, cabinets, artificial foliage or camouflage, and the facility site shall be maintained in good condition, including ensuring the facilities are reasonably free of:
   1. General dirt and grease;
   2. Chipped, faded, peeling, and cracked paint;
   3. Rust and corrosion;
   4. Cracks, dents, and discoloration;
   5. Missing, discolored or damaged artificial foliage or other camouflage;
   6. Graffiti, bills, stickers, advertisements, litter and debris;
   7. Broken and misshapen structural parts; and
   8. Any damage from any cause.
D. Landscaping. All trees, foliage or other landscaping elements approved as part of the facility shall be maintained in good condition at all times, and the permittee, owner and operator of the facility shall be responsible for replacing any damaged, dead or decayed landscaping. No amendment to any approved landscaping plan may be made until it is submitted to and approved by the Director.
E. Replacement. The permittee shall replace its facilities, after obtaining all required permits, if maintenance or repair is not sufficient to return the facility to the condition it was in at the time of installation.
F. Routine Inspections. Each facility shall be operated and maintained to comply at all conditions of approval. Each owner or operator of a facility shall routinely inspect each site to ensure compliance with the same and the standards set forth in this chapter.

23.83.140 - Reserved.

23.83.150 - No dangerous condition or obstructions allowed.

No person shall install, use or maintain any facility which in whole or in part rests upon, in or over any public right-of-way, when such installation, use or maintenance endangers or is reasonably likely to endanger the safety of persons or property, or when such site or location is used for public utility purposes, public transportation purposes or other governmental use, or when such facility unreasonably interferes with or unreasonably impedes the flow of pedestrian or vehicular traffic including any legally parked or stopped vehicle, the ingress into or egress from any residence or place of business, the use of poles, posts, traffic signs or signals, hydrants, mailboxes, permitted sidewalk dining, permitted street furniture or other objects permitted at or near said location.

23.83.160 - Permit expiration.

A. 10 Year Expiration. Unless Government Code Section 65964, as it may be amended, authorizes the city to issue a permit with a shorter term, a permit for any communication facility shall be valid for a period of ten years, unless pursuant to another provision of this code it lapses sooner or is revoked. At the end of ten years from the date of issuance, such permit shall automatically expire.

B. Renewal. A permittee may apply for a new permit within 180 days prior to expiration. Said application and proposal shall comply with the City's current code requirements for wireless telecommunications facilities.

23.83.170 - Cessation of use or abandonment.

A. Abandonment. A communication facility is considered abandoned and shall be promptly removed as provided herein if it ceases to provide wireless telecommunications services for 90 or more consecutive days unless the permittee has obtained prior written approval from the Director which shall not be unreasonably denied. If there are two or more users of a single facility, then this provision shall not become effective until all users cease using the facility.

B. Notice of Abandonment. The operator of a facility shall notify the city in writing of its intent to abandon or cease use of a permitted site or a nonconforming site (including unpermitted sites) within ten days of ceasing or abandoning use. Notwithstanding any other provision herein, the operator of the facility shall provide written notice to the Director of any discontinuation of operations of 30 days or more.

C. Remedies. Failure to inform the Director of cessation or discontinuation of operations of any existing facility as required by this section shall constitute a violation of any approvals and be grounds for:

1. Litigation;

2. Revocation or modification of the permit;

3. Acting on any bond or other assurance required by this article or conditions of approval of the permit;

4. Removal of the facilities by the city in accordance with the procedures established under this code for abatement of a public nuisance at the owner's expense; and/or

5. Any other remedies permitted under this code.

23.83.180 - Removal and restoration—Permit expiration, revocation or abandonment.

A. Removal at Permit Termination. Upon the expiration date of the permit, including any extensions, earlier termination or revocation of the permit or abandonment of the facility, the permittee, owner or operator shall remove its communication facility and restore the site to its natural condition except for retaining the landscaping improvements and any other improvements at the discretion of the city.

Removal shall be in accordance with proper health and safety requirements and all ordinances, rules, and regulations of the city. The facility shall be removed from the property, at no cost or expense to the city.

B. Failure to Remove. Failure of the permittee, owner or operator to promptly remove its facility and restore the property within 90 days after expiration, earlier termination or revocation of the permit, or abandonment of the facility, shall be a violation of this code. Upon a showing of good cause, an extension may be granted by the Director where circumstances are beyond the control of the permittee after expiration. Further failure to abide by the timeline provided in this section shall be grounds for:

1. Prosecution;
2. Acting on any security instrument required by this chapter or conditions of approval of permit;
3. Removal of the facilities by the city in accordance with the procedures established under this code for abatement of a public nuisance at the owner's expense; and/or
4. Any other remedies permitted under this code.

C. Summary Removal. If the Director or City Engineer determines that the condition or placement of a communication facility located in the public right-of-way constitutes a dangerous condition, obstruction of the public right-of-way, or an imminent threat to public safety, or determines other exigent circumstances require immediate corrective action (collectively, "exigent circumstances"), the Director or City Engineer may cause the facility to be removed summarily and immediately without advance notice or a hearing. Written notice of the removal shall include the basis for the removal and shall be served upon the permittee and person who owns the facility within five business days of removal and all property removed shall be preserved for the owner's pick-up as feasible. If the owner cannot be identified following reasonable effort or if the owner fails to pick-up the property within 60 days, the facility shall be treated as abandoned property.

D. Removal of Facilities by City. If the city removes a facility in accordance with nuisance abatement procedures or summary removal, any such removal shall be without any liability to the city for any damage to such facility that may result from reasonable efforts of removal. In addition to the procedures for recovering costs of nuisance abatement, the city may collect such costs from any performance bond posted and to the extent such costs exceed the amount of the performance bond, collect those excess costs in accordance with this code. Unless otherwise provided herein, the city has no obligation to store such facility. Neither the permittee, owner nor operator shall have any claim if the city destroys any such facility not timely removed by the permittee, owner or operator after notice, or removed by the city due to exigent circumstances.

23.83.190 - Exceptions.

A. Federal Law – Planning Commission Exception. The City Council recognizes that federal law prohibits a permit denial when it would effectively prohibit the provision of personal wireless services and the applicant proposes the least intrusive means to provide such services. The City Council finds that, due to wide variation among wireless facilities, technical service objectives and changed circumstances over time, a limited exemption for proposals in which strict compliance with this chapter would effectively prohibit personal wireless services serves the public interest. The City Council further finds that circumstances in which an effective prohibition may occur are extremely difficult to discern, and that specified findings to guide the analysis promotes clarity and the City's legitimate interest in well-planned wireless facilities deployment. Therefore, if any applicant demonstrates that strict compliance with any provision in this chapter, as applied to a specific proposed personal wireless services facility, would effectively prohibit the provision of personal wireless services, the Planning Commission may grant a limited, one-time exemption from strict compliance with the requirements of this Code subject to the provisions in this section.

B. Required Findings. The Planning Commission shall not grant any exception unless the applicant demonstrates by a preponderance of the evidence all the following:

1. The proposed wireless facility qualifies as a "personal wireless services facility" as defined in United States Code, Title 47, section 332(c)(7)(C)(ii);

2. The applicant has provided the City with a clearly defined technical service objective and a clearly defined potential site search area;

3. The applicant has provided the City with a meaningful comparative analysis that includes the factual reasons why any alternative location(s) or design(s) suggested by the City or otherwise identified in the administrative record, including but not limited to potential alternatives identified at any public meeting or hearing, are not technically feasible or potentially available; and

4. The applicant has provided the City with a meaningful comparative analysis that includes the factual reasons why the proposed location and design deviates is the least noncompliant location and design necessary to reasonably achieve the applicant's reasonable technical service objectives.

C. Scope. The Planning Commission shall limit its exemption to the extent to which the applicant demonstrates such exemption is necessary to reasonably achieve its reasonable technical service objectives. The Planning Commission may adopt conditions of approval as reasonably necessary to promote the purposes in this chapter and protect the public health, safety and welfare.

D. Independent Consultant. The City shall have the right to hire, at the applicant's expense, an independent consultant to evaluate issues raised by the exception and to submit recommendations and evidence in response to the application.

23.83.200 - Location restrictions.

Wireless telecommunications facilities are strongly disfavored in certain areas. Therefore, the following locations are permitted when an exception has been granted pursuant to Section 23.83.190 (Exceptions):

A. Public right-of-way of local streets as identified in Section 22.08.030 if within the residential zones.

B. Public right-of-way if mounted to a new pole that is not replacing an existing pole in an otherwise permitted location.

23.83.210 - Effect on other ordinances.

Compliance with the provisions of this chapter shall not relieve a person from complying with any other applicable provision of this code. In the event of a conflict between any provision of this chapter and other sections of this code, this chapter shall control.

23.83.220 - State or Federal Law – Ministerial Requirements.

A. Ministerial permitting.

1. If it is determined by the City Attorney that state or federal law prohibits discretionary permitting requirements for certain wireless telecommunications facilities, such requirement shall be deemed severable and all remaining regulations shall remain in full force and effect. Such a determination by the City Attorney shall be in writing with citations to legal authority and shall be a public record. For those facilities, in lieu of a use permit or a special use permit, a ministerial administrative permit shall be required prior to installation or modification of a communication facility, and all provisions of this chapter that would otherwise apply to the discretionary permit shall be applicable to any such facility with the exception that the required permit shall be reviewed and administered as a ministerial permit by the Director rather than as a discretionary permit. Any conditions of approval set forth in this provision or deemed necessary by the Director shall be imposed and administered as reasonable time, place and manner rules.

2. Notwithstanding the foregoing subsection (1) of this subsection (A), the determination that would otherwise be made by the City Attorney may be made by the Director if the Director's determination is made upon a form approved by the City Attorney which form is designed to ensure compliance with the requirements of subsection (1).

B. Changed law. If subsequent to the issuance of the written determination pursuant to subsection A above, and before the issuance of a wireless telecommunications permit, the city attorney determines that the law has changed and that discretionary permitting is permissible, the City Attorney shall issue such determination in writing with citations to legal authority and all discretionary permitting requirements shall be reinstated. The city attorney's written determination shall be a public record.

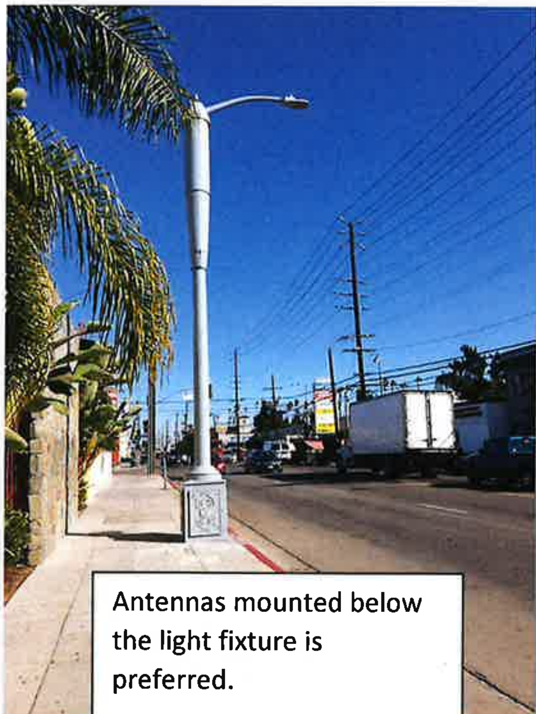
C. Enforceable Laws. All installations permitted pursuant to this chapter shall comply with all federal and state laws including but not limited to the American with Disabilities Act, and the California Building Standards Code.

Exhibit "B"

Figure 23.83-1: Design Standards and Siting Guidelines

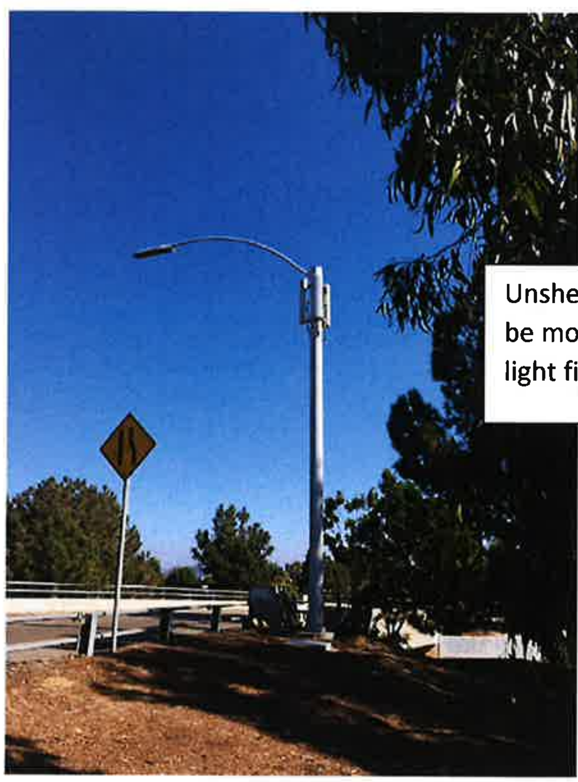
Figure 23.83 - 1 DESIGN STANDARDS AND SITING GUIDELINES

Acceptable Examples of Design Integration



Antennas mounted below the light fixture is preferred.

Sheathed antennas can be mounted above the light fixture if it furthers the design standards set forth in Ch. 23.83.



Unsheathed antennas must be mounted below the light fixture.

Non-Acceptable Examples of Design Integration

Exposed antennas mounted above the light fixture, must be sheathed or mounted below.

Equipment must be underground or pole mounted. Total volume of equipment cannot exceed municipal code standards.

Exposed cables and equipment are prohibited.

Siting Guidelines for Right of Way and Public Property Installations

1. Minimum Clearance. Minimum height clearance regulations shall be observed by all components of the installation.
2. Alley is Preferred Location. When utility poles are used for these installations and there is a choice of using a pole in the street or in an alley, the alley shall be used.
3. No exposed Cables. All cables shall be concealed within a sleeve between the bottom of the antenna and the mounting bracket. No exposed cables.
4. Design. Utility pole installations must utilize minimize visual impacts by utilizing City standards for new poles.
5. Blending. The new or replacement poles shall match height, color and material of the original or adjacent poles.
6. Panel Antennas. Exterior panel antennas that are not covered by a decorative sheath shall not exceed the height of the pole.
7. Distance from Pole. Antennas must be mounted no more than 4" from the pole.
8. Landscaping. All disturbed landscape shall be replaced in-kind and areas of bare or disturbed soil must be revegetated in accordance with the City's Landscape Regulations.
9. Hidden Equipment. Equipment should be minimally visible through the use of an underground vault. If this is not feasible, above-ground cabinets must be designed and located in an area with minimal visual impact.

ZCA 2017-05
City Council Meeting
September 19, 2017

BACKGROUND

- **ASSEMBLY BILL NO. 57 (AB 57)** amended by Federal Communications Commission (FCC) on April 6, 2015, to streamline permit processing of Wireless Telecommunication Facilities (WCF).
  - Limits a local jurisdiction's power to deny a co-location or siting application.
  - Sets timelines for decisions on new cell sites or collocations in accordance with FCC's 2009 Shot Clock Order:
    - New Cell Site ≤ 150 days
    - Collocations ≤ 90 days
- **SENATE BILL NO. 649 (SB 649)** proposes to streamline permitting by restricting local jurisdiction's discretion for WCFs within the public right-of-way (PROW) for city assets (utility poles, light poles, traffic lights) & city owned sites.
  - Bill Intent: "*Ensure that communities across the state have access to most advanced communications technologies…*"
  - Prohibits local jurisdiction's from adopting/enforcing any regulation on the placement or operation of WCFs within the PROW and regulating all associated taxes, fees, or charges on such facilities/sites.

TELECOMMUNICATIONS TECHNOLOGY

WHY SMALL CELLS?

- Increasing densification is creating greater demand with data usage, thereby leading to the need for small cells.
- Compact low powered base stations used to compliment larger macro cells.
  - Increase range and capacity in densely populated urban areas.
  - Assist in alleviating data traffic
  - Affixed to utility poles, street lights, or traffic signal poles because of high density potential sites.
  - Coverage range between 30 feet in an urban environment & 3,000 feet within a rural environment.

PLACENTIA ALL AMERICA CITY

CITY OF PLACENTIA

SENATE BILL 649 (SB 649)

SENATE BILL NO. 649 introduced by Senator Hueso that provides the following:

- Full access to city/county owned assets
- Rent control on use of public property
  - Max. $250 lease rate per year (per site)
  - No fee escalator
- Ministerial approval process for all WCFs within PROW in all zones, except within coastal zones and historical districts
  - Streamlined permitting processes with limitation on application requirements and conditions of approval
- Automatic renewals for all wireless permits (not just small cells)
- Limited ability to dictate design

SB 649 ISSUES

- Full discretionary review eliminated
- No build out commitments
- No public benefit, especially for disadvantages communities
- Cities/counties lose control their assets
  - Requires local jurisdictions to adopt regulations to secure the right to use space on their own property
  - No protections for decorative street lights (only coastal and historic districts are excluded)
- Size limitation does not account for all equipment, including supporting appurtenances as ground equipment.

FINANCIAL REVIEW

PRE-SB 649 VS. POST-SB 649

- Macro Cell (Existing)
  - City oversees/manages 11 WCFs for a total revenue of $276,848
  - Monthly fees range $1,000 – $2,800 per month, generally with a 4% annual increase per Wireless Service Provider (WSP).
- Small Cell (Post-SB 649)
  - Per 5 Bars approx. 50-70 city owned and operated viable sites for small cell deployment
  - Potential yearly revenue based on $250 yearly lease rate for 70 sites will generate $17,500 in total revenue; 6% of total revenue generated by current macro cell sites

GOOD DESIGN

BAD DESIGN

Good Design

Bad Design

Draft Ordinance

- **Ministerial Review**
  - WCF co-located on city owned pole within the PROW or utility pole
  - Provides guidelines on the overall design to facilitate faster approval process
  - Create consistency of design city-wide
- **Discretionary Review**
  - All WCF in the PROW (including new facilities and co-locations on existing facilities) that do not match the guidelines for ministerial action
  - Limited number of discretionary applications anticipated based on the streamlined approach for ministerial applications

DRAFT LICENSE AGREEMENT

DRAFT LICENSE AGREEMENT

- Required to be fully executed between the City and each WSP
- Agreement will include the following:
  - Cover multiple sites/location
  - Outline placement and operation of these facilities
  - Outline terms for replacement of pole and maintenance
  - Outline terms of license and fees
  - Agreement may vary based on negations of each WSP

STAFF RECOMMENDATION

- Open the Public Hearing concerning Zoning Code Amendment 2017-05; and
- Receive the Staff Report, consider all public testimony, ask any questions of Staff; and
- Close the Public Hearing; and
- Find that adoption of the Zoning Code Amendment is exempt from environmental review pursuant to CEQA Section 15061(b)(3); and
- Introduce for first reading Ordinance No. O-2017-XX, whereby Chapter 23.83 would be added to Title 23 (Zoning) of the Municipal Code to regulate wireless telecommunications facilities within the public Right-of-Way.

Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF ADMINISTRATIVE SERVICES

DATE: SEPTEMBER 19, 2017

SUBJECT: **CITIZENS FISCAL SUSTAINABLITY TASK FORCE FINAL REPORT**

FISCAL IMPACT: NONE

SUMMARY:

On March 3, 2015, City Council appointed seven (7) members to the Citizens Fiscal Sustainability Task Force (Task Force) to study Placentia's fiscal challenges and identify potential long-term solutions toward fiscal sustainability. In February 2017 City Council affirmed the continuation of the Task Force and directed the Task Force and City Staff to prepare a proposed meeting schedule and presentation materials for community outreach meetings and present to City Council for approval. The Task Force has worked diligently and has prepared a final report to present to the City Council. In addition, Staff will be outlining the potential revenue enhancement options the Task Force evaluated for purposes of examining fiscal sustainability. Upon Council review and approval, the Task Force and City Staff will be conducting community meetings to share the information compiled by the Task Force as well as seek input and feedback from the community on achieving fiscal sustainability.

RECOMMENDATION:

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

1. Receive and File the Citizens Fiscal Sustainability Task Force Final Report and Staff's summary of revenue enhancement options; and

2. Provide feedback and direction on next steps for the Task Force and Staff; and

3. Direct the Task Force and Staff to conduct community outreach meetings in October and November, 2017 to provide information and collect community feedback on fiscal sustainability.

DISCUSSION:

Over the past two and half years the Task Force has spent considerable time and effort in analyzing the City's finances, reviewing several studies, looking at municipal standards and projecting a long-term forecast to determine fiscal sustainability. The Task Force members have prepared a final report of their conclusions for City Council, which is Attachment 1 to this report.

The goal of the Task Force was to examine the City's current financial health as well as examine short, medium, and long-term fiscal sustainability based upon a comprehensive review of City finances and studies, ultimately culminating in the City's ten-year financial forecast. The Task Force will provide a presentation to the City Council which will serve as their final report. Following their presentation, Staff will outline revenue enhancement options the Task Force evaluated for the purpose of addressing the City's structural deficit.

In addition to this presentation, City Council direction is needed to move forward on conducting community meetings to share the results of the Task Force's efforts and to educate the community on the City's fiscal condition as well as options moving forward. The community meetings are recommended to be held during the months of October and November 2017.

FISCAL IMPACT:

This evening's presentation is to provide educational information and to seek City Council direction on next steps moving forward. While the information presented provides a detailed overview of the City's overall financial condition, there is no immediate fiscal impact resulting from this report.

Prepared by:

Stephen D. Pischel
Director of Administrative Services

Reviewed

Irwin Bornstein /by S. L.
Irwin Bornstein
Professional Financial Consultant

Reviewed and approved:

Damien R. Arrula
City Administrator

Attachments:

1. Citizens Fiscal Sustainability Task Force Final Report Power Point
2. City Staff Report Options and Next Steps Power Point

Citizens Fiscal Sustainability Task Force

Final Report to
Placentia City Council
September 19, 2017

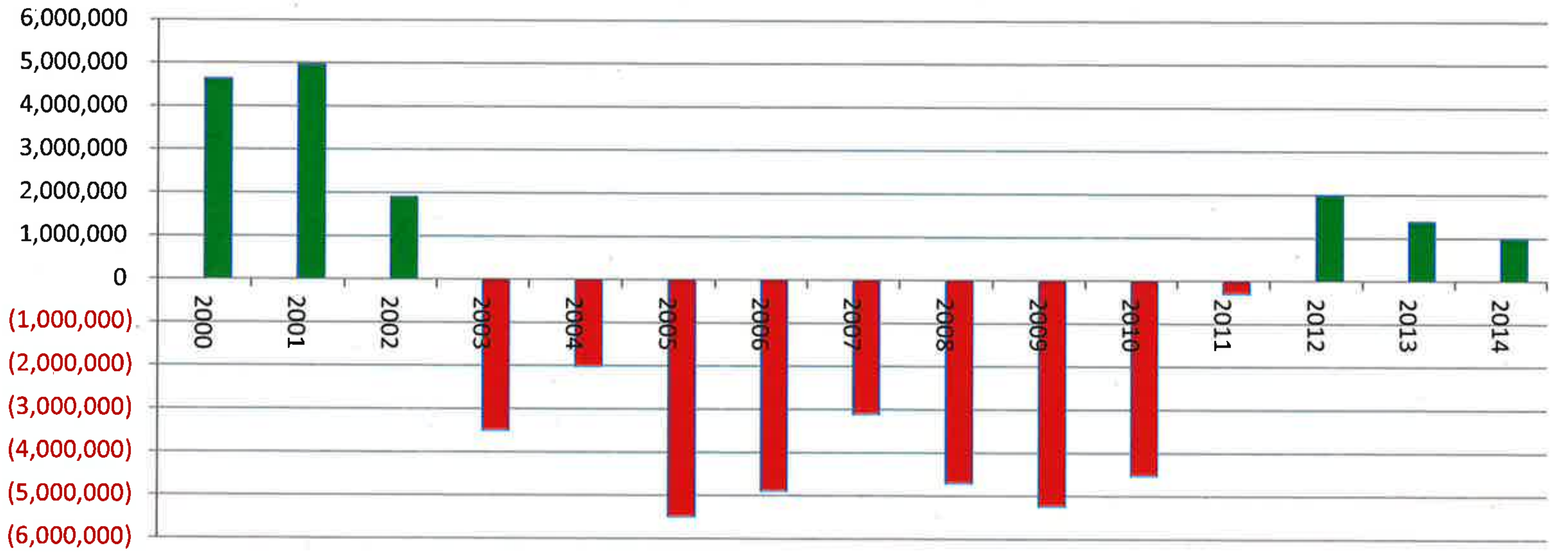
Placentia Citizens Fiscal Sustainability Task Force Members

- Robert McKinnell, Chair
- Joshua Correa, Vice-Chair
- Phillip Batiste
- Jeff Buchanan
- Glenn Casterline
- Bruce Hunt
- Richard Lightfoot, Jr.

Placentia Fiscal Situation Background

- **Prior to 2015, Placentia experienced difficulty balancing the general fund budget and maintaining a positive fund balance (reserves)**
  - Positive balance was generated by borrowing from other City funds and issuing Lease Revenue Bonds in 2009 (working capital financing)
    - Positive balance was maintained using one-time revenue events, one-time expenditure reductions, service level reductions

General Fund Reserve Level



Citizen's Task Force Background

- **Task Force was authorized by City Council on March 3, 2015 to provide citizen input regarding Placentia's fiscal sustainability**
  - Determine the possibility, probability, advantages, disadvantages of municipal bankruptcy
  - Develop methodology to assess the City's fiscal sustainability status
    - Identify fiscal sustainability areas of concern
    - Solicit and evaluate expenditure reduction and revenue enhancement options ideas from community, Council, and Staff
- **Task Force was comprised of 7 members appointed by City Council**
  - Have held over 30 public meetings over the past two years
    - Presented 3 interim reports to the Council
- **Task Force's overriding goal was to provide fiscal data that was complete as to the City's fiscal sustainability position with clearly identified assumptions and sources of data**
  - To the greatest extent possible eliminate multiple, duplicative fiscal estimates with varying assumptions, fiscal forecasts; "dueling" data

Municipal Bankruptcy

- **Bankruptcy is NOT an option for Placentia**
  - Sustainability areas of concern are not the result of onerous debt, unsupportable City contracts, or legal agreements that would be relieved by bankruptcy
  - Highly unlikely Placentia could declare bankruptcy given Placentia's issues center on balancing current revenues and current expenditures
    - To enter bankruptcy City would need not only judicial, but state legislative approval (AB506)
  - Bankruptcy would not offer any advantage, but would result in significant legal cost
- **Historical obligation that could have *forced* bankruptcy was CalTrans' $36 million of unallowable reimbursements associated with OnTrac spending**
  - Negotiations settled CalTrans claim for $5.6 M, which was paid using loan from the Orange County Transportation Authority (OCTA)
  - OCTA loan being repaid by the City through OCTA withholding 30-50% of City's Measure M transportation funds each year ($267,000 in FY2017-2018) until approximately 2030

Task Force Working Definition of Sustainability

*The ability of **forecasted revenues** to satisfy **forecasted expenses** associated with providing **the desired level of city services** for the **foreseeable future** while **maintaining adequate reserves** to address unforeseen circumstances.*

Sustainability forecast will depend upon the assumptions regarding:

- Forecasted revenues
- Forecasted expenses

Policy decisions regarding:

- Maintaining a desired level of general fund reserves
- Desired level of services
- Implementation of long term forecasting

Standard and Poor's Bond Ratings Service (S&P)

S&P Rating	City Rating
AAA	
AA+	Yorba Linda
AA	Brea, La Habra
AA-	Anaheim, Fullerton
A+	
A	
A-	
BBB+	
BBB	
BBB-	
BB+	
BB	**Placentia**
BB-	
B+	
B	
B-	
CCC	

- **Independent, third party evaluation of Placentia's sustainability is provided by City's Bond Rating**
  - Placentia's current bond rating is two steps *below* investment grade (BBB-)
- **Progress toward sustainability should be independently and continually measured using Placentia's bond rating**

Desired Level of Unallocated General Fund Reserves

- **Source of Proposed Policy –** Citizens' Fiscal Task Force Proposal (2015)
- **Proposed Policy -** Unallocated reserves target of 17% current year expenditures

- Background
  - Reserves are necessary to deal with unanticipated decreases in revenues (economy) and increases in expenses (natural disaster, etc.)
    - Reserve level is key component of sustainability and determining City's bond rating
  - 17% level is consistent with widely accepted municipal best practices
    - 15% - 20% is typical target level of other cities, desired by bond holders
  - **Present level of unallocated general fund reserves is an area of sustainability concern**
    - Unallocated general fund reserves as of June 30, 2016 = $71,557
    - 17% of FY17-18 expenditures = $5,951,068

Desired Level of Services

- **Source of Proposed Policy** – Citizen's Task Force relying on citizen input
- **Policy** - Placentia seeks to be a full service city providing a full range of day to day municipal services as opposed to contracting services (exception is utilizing Orange County Fire Authority (OCFA) for fire and paramedic services)

- Background
  - **Level of City services as well as the funding of future retirement obligations have been reduced**
    - Budgetary decisions were made to balance the operating fund budget
      - Reduced funding led to deferred maintenance and lower obligation funding which created sustainability "areas of concern"
  - **Two areas of sustainability concern regarding ability to provide a full service level**
    - Deferred Infrastructure Maintenance
      - City Roads
      - City Facilities
      - City Vehicles
      - Capital Improvement Projects
    - City Personnel Resources
      - Retention / training
      - Unfunded Other Post Employment Benefits (OPEB)

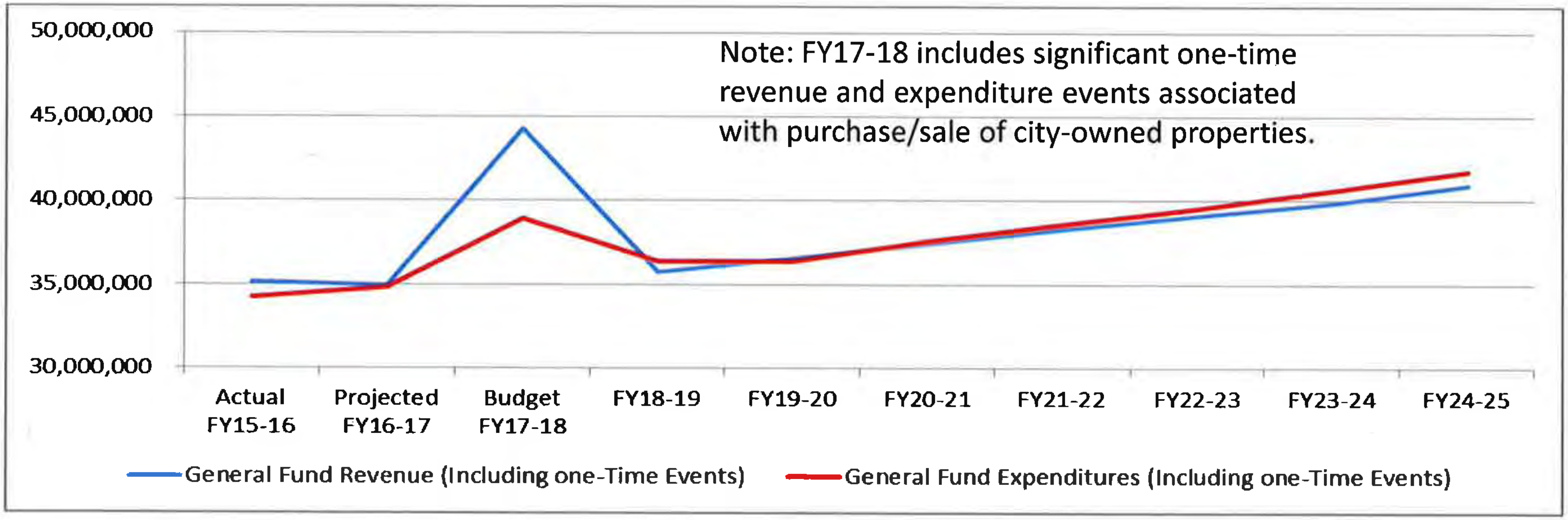
Implementation of Long-Term Forecasting
(*How long is the foreseeable future?)*

- **Source of Proposed Policy** – Citizens Task Force
- **Policy** - Ten-year fiscal forecast

- Background
  - City previously had done forecasting for a maximum of three years, some analyses went out as far as five years
  - Ten years was chosen by task force to account for the retirement of current city debt, as well as to determine the impact on future years based upon current assumptions

Note : Seven years are shown in most of this presentation for simplicity and size of print considerations

Placentia General Fund Fiscal Forecast
(including one-time events)

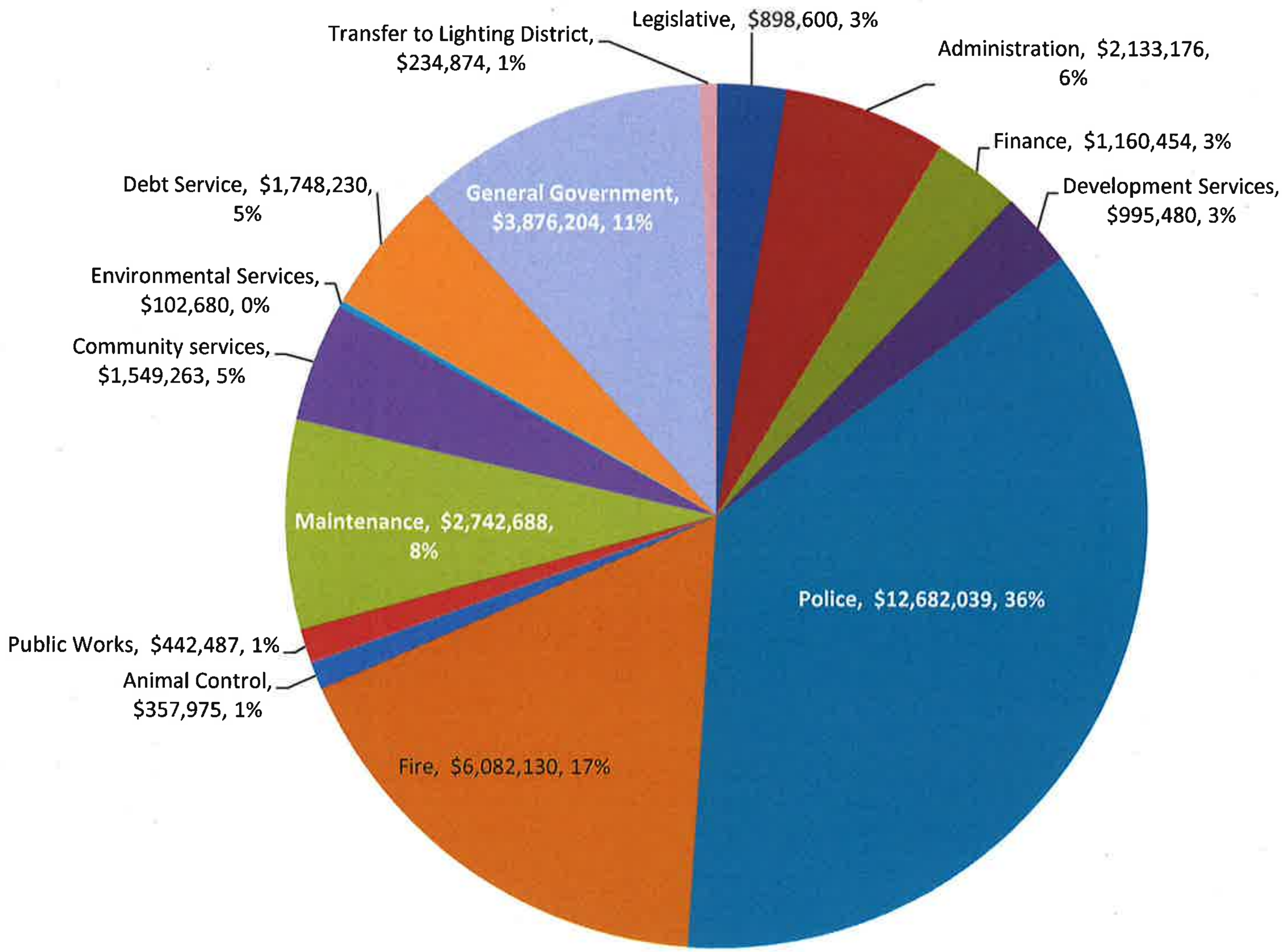


Top Level Assumption

- Maintains current budget priorities and staffing levels
  - Does not address identified areas of sustainability concern
    - Unallocated General Fund Reserves
    - Deferred Infrastructure Maintenance
    - City Personnel Resources

FY2017-2018 Operating Expenditures By Department

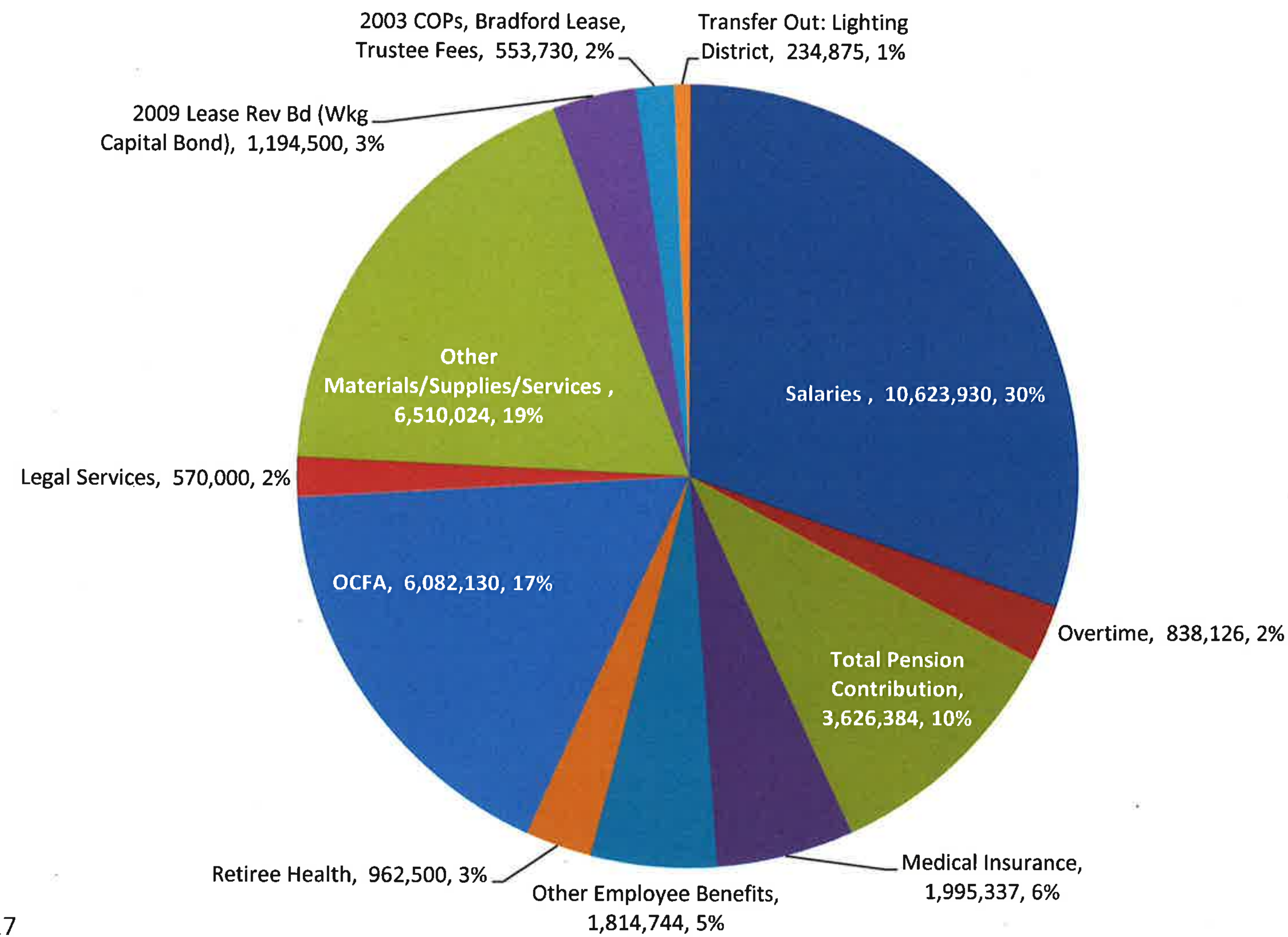
$35,006,280



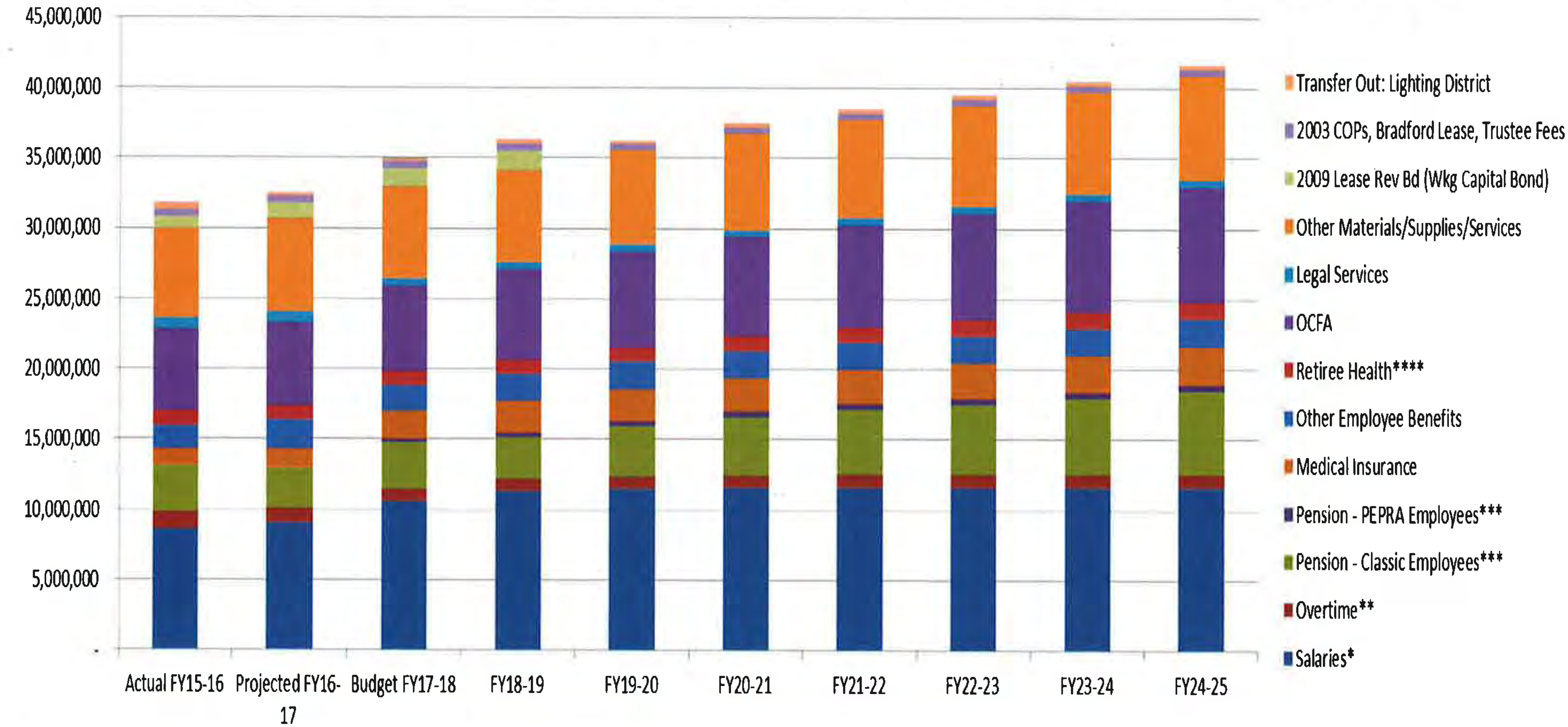
FY2017-2018 Operating Expenditures By Category

$35,006,280

(does not include one time expenditures)



Expenditure History and Forecast



	Actual	Projected	Budget							
	FY 15-16	FY16-17	FY17-18	FY18-19	FY19-20	FY20-21	FY21-22	FY22-23	FY23-24	FY24-25
Total Expenditures Before Transfers	**31,367,104**	**32,339,911**	**34,771,405**	**36,122,506**	**36,130,664**	**37,347,371**	**38,354,523**	**39,318,167**	**40,330,544**	**41,502,251**
Transfer Out: Street Lighting District	402,496	234,875	234,875	226,093	227,994	229,904	231,823	233,752	235,691	237,640
Total Operating Exps and Transfers Out	**31,769,600**	**32,574,786**	**35,006,280**	**36,348,599**	**36,358,658**	**37,577,275**	**38,586,346**	**39,551,920**	**40,566,235**	**41,739,890**
Year over Year Expenditure Growth Rate				**3.7%**	**0.0%**	**3.3%**	**2.7%**	**2.5%**	**2.6%**	**2.9%**

Expenditure Forecast and Assumptions

	Forecast Assumption	FY18-19	FY19-20	FY20-21
Operating Expenditures				
Salaries	Note 1	11,365,266	11,544,246	11,635,529
Overtime	(Note 2), 0%	898,615	912,766	919,984
Pension - Classic Employees (Note 3)	8.9%-19.1%	2,990,795	3,561,347	4,138,016
Pension - PEPRA Employees (Note 3)	0%-15.4%	351,330	390,698	450,941
Total Pension Contributions	8.1%-18.2%	3,342,125	3,952,045	4,588,957
Medical Insurance	3.0%	2,240,466	2,307,680	2,376,910
Other Employee Benefits	2%+	1,908,213	1,916,322	1,923,381
Retiree Health - Note 4	3.0%	1,016,080	1,046,562	1,077,959
Total Salaries and Benefits		20,770,763	21,679,620	22,522,720
OCFA	per OCFA	6,428,503	6,785,704	7,014,787
Legal Services	2.0%	474,255	483,740	493,415
Other Materials/Supplies/Services	2.0%	6,565,167	6,696,470	6,830,400
Payments to Other Agencies		-	-	-
Debt Service:	Fixed	-	-	-
2009 Lease Rev Bd (Wkg Capital Bond)		1,327,625	-	-
2003 COPs, Bradford Lease, Trustee Fees		556,193	485,130	486,050
Total Expenditures		**36,122,506**	**36,130,664**	**37,347,371**
Transfer Out: Street Lighting District	<1%	226,093	227,994	229,904
Total Operating Exps and Transfers Out		**36,348,599**	**36,358,658**	**37,577,275**
Year over Year Expenditure Growth Rate		**3.8%**	**0.0%**	**3.4%**

- Assumptions are based upon multi-year (10-20 year) trend analysis
- Year-over-year expenditure growth rate varies from 0.0% to 3.8% over forecasted period
- For entire expenditure forecast see expenditure forecast reference sheet on page 36 of presentation

Notes

1. Salary forecast includes approved increases 3% (Mar 17), 2% (Mar 18), and 0% thereafter. Forecast includes step increases for those below top step, none for those at top step.
2. Assumes overtime reduction achieved in FY17-18 will continue throughout forecast period.
3. Projections include CalPERS discount rate change from 7.5% to 7% starting in FY18-19 and phasing in over 7 years
4. Forecast continues "pay as you go" contributions with no pay down of unfunded actuarial balance.

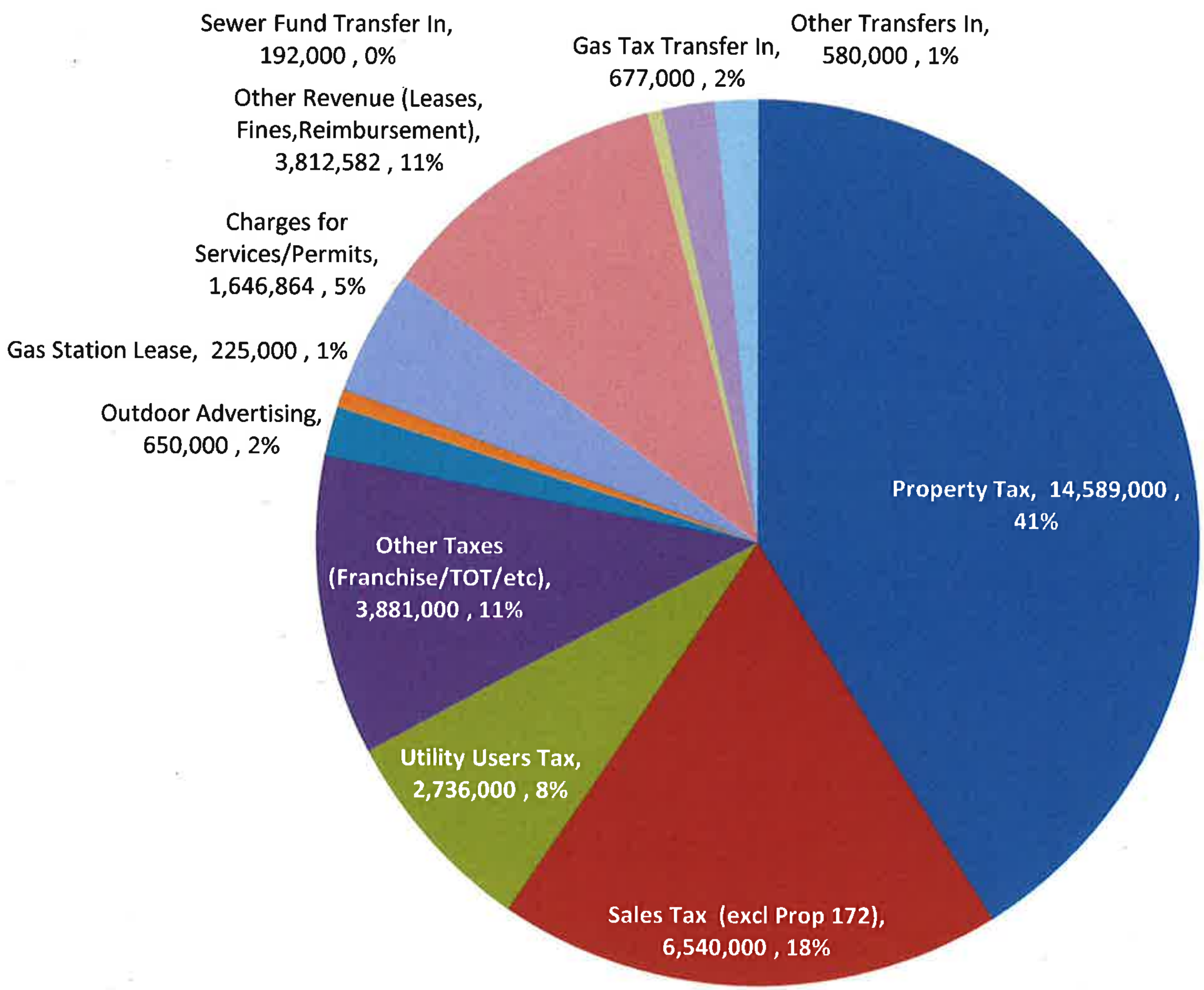
Implemented Expenditure Savings

Expenditure Item	Implemented Change	Operational Savings
Outsourcing Contracts	Tasks brought in-house	Savings from graffiti contract, engineering and planning services, vehicle maintenance
Pension Costs	Changes to cost sharing	City requires maximum allowable employee contribution under State law
Health Insurance Costs	Changes to cost sharing	Ended retiree medical benefits in 1995
Reorganization of City Staffing	Redefinition of responsibilities for improved effectiveness	Each position examined for cost savings over comparative cost of contract or overtime
Employee Leave Liability	Policy change reduced short and long term costs	Significantly modified sick leave program, capped vacation hours
Capital Projects	Completed using in-house, rather than contract staff	Reduced contractor overhead through in-house construction and project management
Overtime	Costs reduced through proactive measures and policy change	New policies and programs in effect designed to reduce overtime and require accountability

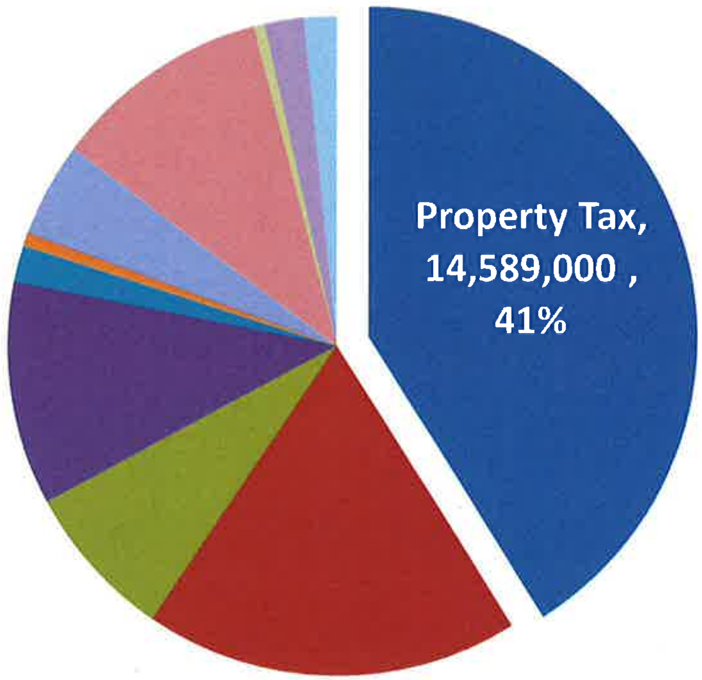
Expenditure Savings Suggested and Studied, But Not Included in Forecast

- **Outsourcing of police services**
  - Preliminary conclusion was reached there were no savings that could be realized if present policing policies were outsourced
    - Cost of exiting the present pension plan was prohibitive
      - Ranged from $20M to $70M depending upon plan suspension versus plan termination
      - Assuming CalPers would allow 10-year payoff, cost would be $2M to $7M per year
    - Orange County Sheriff compensation levels 15-20% higher than Placentia P.D.
      - Would shift from proactive to reactive policing model
  - Retaining management control of police services allows for implementation of best practices with any savings realized by City, not an outside agency
  - Implementation of improved technology has or will result in cost savings
    - Mark43 CAD/RMS
    - Superion Financial Software
    - NeoGov Human Resources Software
    - GIS Enhancements
  - *Further investigation of this option was put on hold pending City Council direction / policing policy decisions*

Budgeted City Revenues FY2017-2018
$35,529,446
(does not include one time revenues)

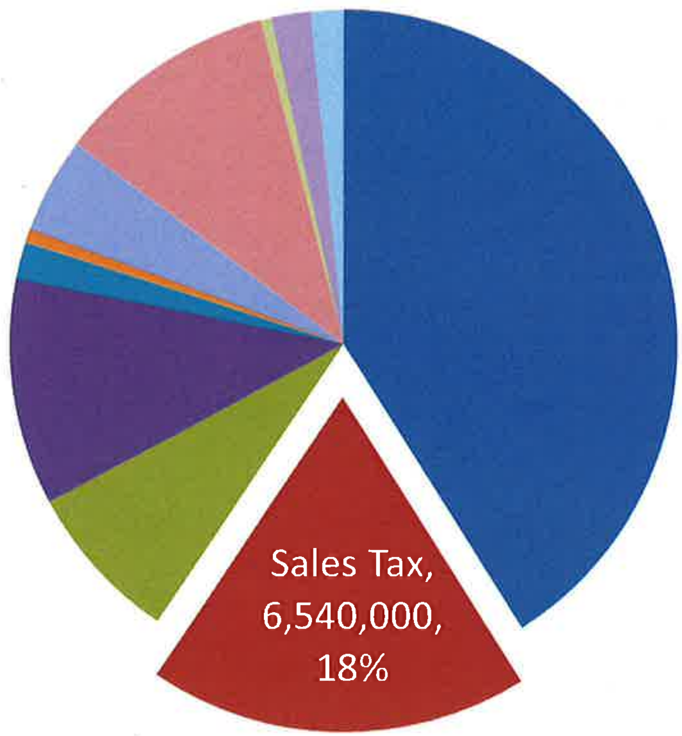


Property Tax Revenues



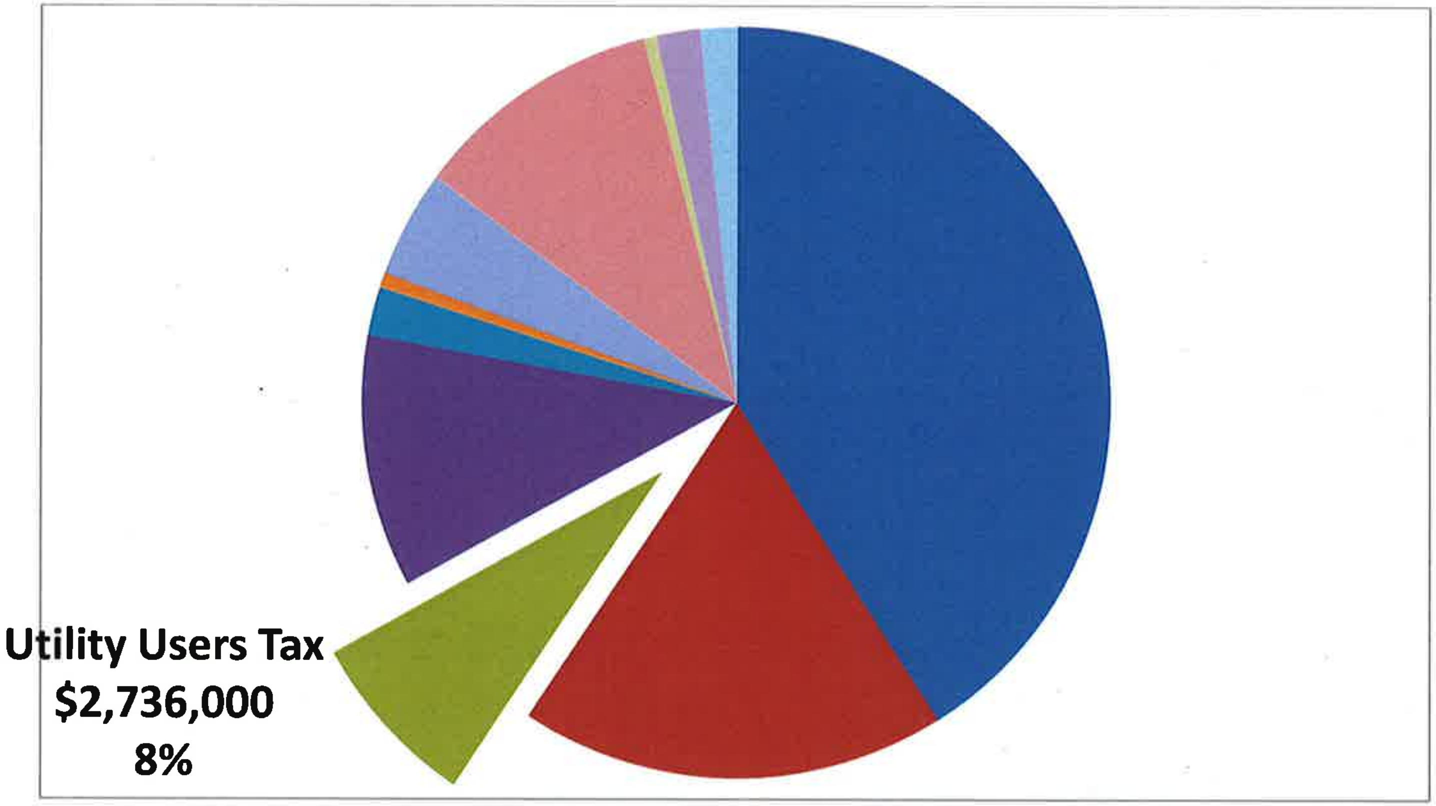
- City receives 13¢ of every property tax dollar (general levy) collected
- Remainder goes to school district/county/special districts
- Tax increase limited to a yearly maximum of 2% per year under Prop. 13, or when property is reassessed (sold)

Sales Tax Revenues



- Brick and mortar sales: City receives 1¢ of every dollar of sales ($100M sales → $1M)
- Online sales: City receives 0.1¢ of every dollar of online sales (<u>90% reduction</u>)
- Forecasted sales tax growth rate has been lowered to account for increase in online sales

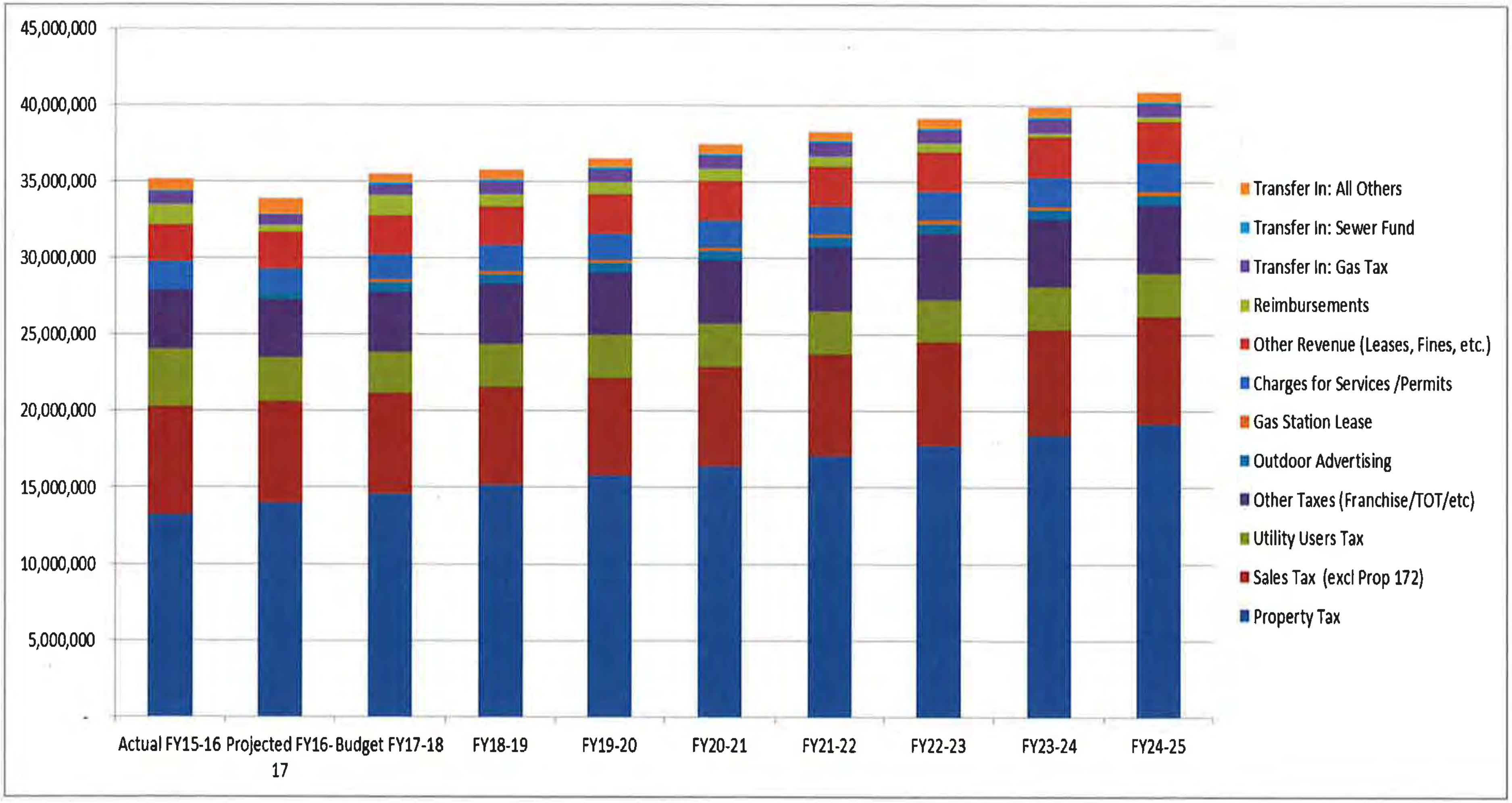
Utility Users Tax



- Utility Users Tax
  - City receives 3.5% on utility bills
  - Forecasted to be flat as consumers “cut” the cord

Revenue History and Forecast

(no one-time revenue events)



	Actual	Projected	Budget							
	FY15-16	FY16-17	FY17-18	FY18-19	FY19-20	FY20-21	FY21-22	FY22-23	FY23-24	FY24-25
Total Forecasted Revenues	35,148,690	33,904,960	35,529,446	35,757,716	36,540,361	37,446,544	38,293,933	39,124,602	39,875,276	40,915,192
Year-Over Year Revenue Growth Rate				0.6%	2.2%	2.5%	2.3%	2.2%	1.9%	2.6%

Revenue Forecast Assumptions

Revenues	Forecast Assumption	FY18-19	FY19-20	FY20-21
Property Tax	4.0%	15,172,560	15,779,462	16,410,641
Sales Tax (excl Prop 172)	1.8%	6,370,601	6,391,722	6,509,480
Utility Users Tax	0.0%		2,800,000	2,800,000
Other Taxes (Franchise/TOT/etc)	2.0%	3,958,620	4,037,792	4,118,548
All Other Revenue:				
Intergovernmental-non-CIP	1.0%	198,000	199,980	201,980
SA Loan Repayments		488,806	488,806	488,806
Other Reimbursements-non CIP	1.0%	95,950	96,910	97,879
Chgs for Services/Permits	2.0%	1,679,801	1,713,397	1,747,665
Lease Revenue-Outdr Advertising	1.0%	656,500	663,065	669,696
Lease Revenue -Gas Station	1.0%	227,250	229,523	231,818
Other Rev (Leases, Fines, etc.)	1.0%	2,507,628	2,532,704	2,558,031
Total Other Revenue		5,853,935	5,924,385	5,995,875
Total Revenue		**31,355,716**	**34,933,361**	**35,834,544**
Transfers In				
From UUT Fund		2,800,000	(see UUT above)	
From Gas Tax Fund	1.0%	650,000	650,000	650,000
From Gas Tax RMRA Fund		180,000	180,000	180,000
From Measure M Fund	1.0%	100,000	100,000	100,000
From SLESF		100,000	100,000	100,000
From CDBG		105,000	105,000	105,000
From Sewer	1.0%	192,000	192,000	192,000
From Pub Sfty CFD	+$5K/yr	25,000	30,000	35,000
From SA (Admin Allowance)	$250K min.	250,000	250,000	250,000
From Other funds				
Total Transfers In		4,402,000	1,607,000	1,612,000
Total Revenues and Transfers In		**35,757,716**	**36,540,361**	**37,446,544**
Year-Over Year Revenue Growth Rate		**0.6%**	**2.2%**	**2.5%**

- Property and sales tax assumptions provided by HdL Companies, a major provider of revenue management services to California local governments
- Other assumptions are based upon multi-year (10-20 year) trend analysis
- Assumptions are conservative relative to historical average
  - Property tax assumption = 4.0%
- For entire revenue forecast see revenue forecast reference sheet on page 36 of presentation

Revenue Enhancement Options Suggested and Studied / Current Status

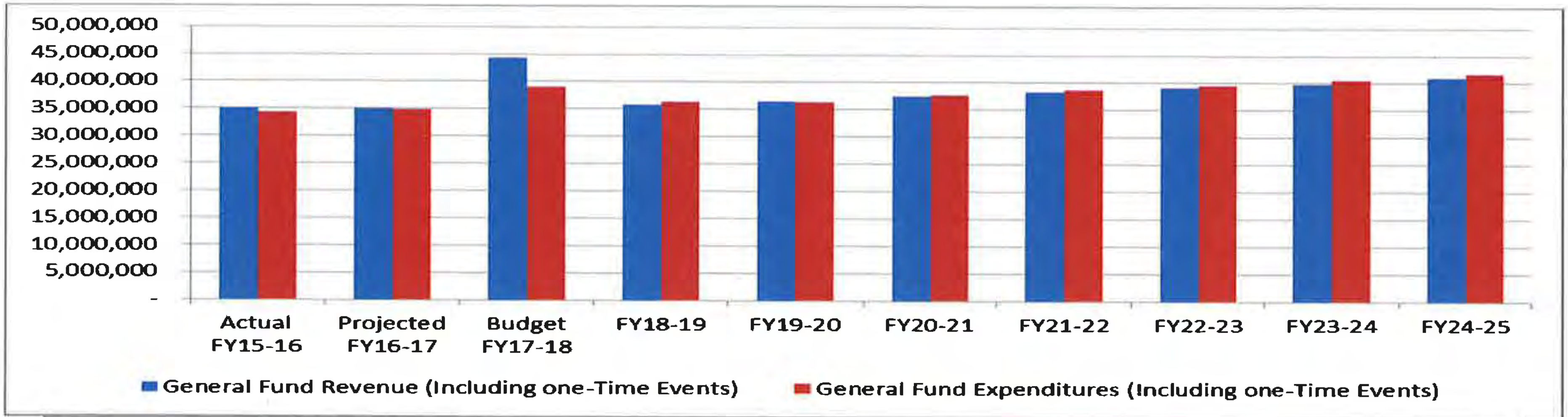
- **Implemented, included in forecast**
  - Outdoor (billboard) advertising (approximately $650,000 per year)
  - Increased pursuit of energy efficient options (10 electric vehicles)
  - Public/private partnerships (e.g., gas station agreement, $225,000/year)
  - Actively pursued grant funding and non-general fund options
- **Not Included in Forecast, but being Pursued**
  - Downtown Redevelopment Economic Impact
    - Fiscal impact while estimated, was thought to be too uncertain, far out
  - Attract more "Mom and Pop" businesses
    - Not included due to relatively small impact
    - $250,000 annual sales brings $2,500 sales tax
  - Generate cash flow from city assets
    - Fiscal impact estimated, needs to be included when timing is certain (e.g., Packing House, Baker Street, other City owned property)

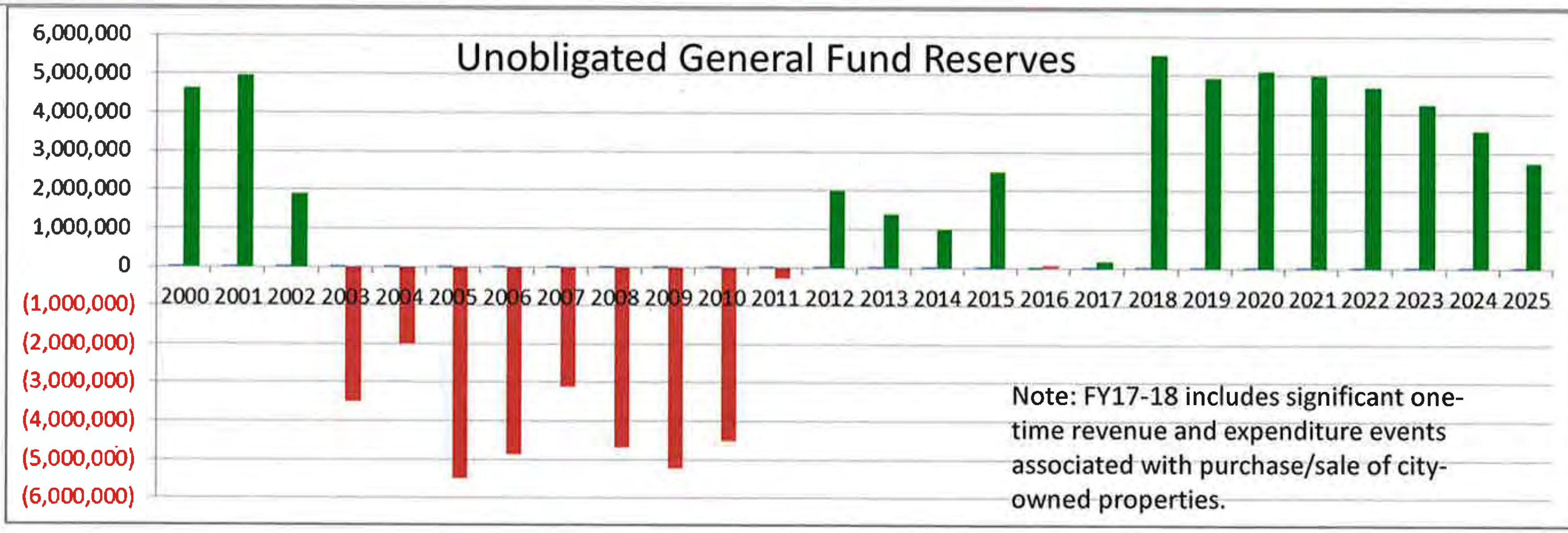
Revenue Enhancement Options Requiring Ballot Initiative Suggested and Studied

Revenue Enhancement Option Studied	Rate Amount Studied	Fiscal Impact (1st Full Year)
Increase Hotel Occupancy Tax From 10%	15%	$388,000
Modify Street Lighting Assessment	Include Escalator	$255,000
Implement Local Transaction Tax	1%	$4,875,000
Implement Local Transaction Tax	0.50%	$2,426,000
Restore Utility Tax to 5% from 3.5%	5%	$1,200,000
Increase Utility Tax from 3.5% to 7%	7%	$2,800,000
Increase Landscape Maintenance Assessment	Approx. $230 per parcel	$200,000
Establish Citywide Public Safety Assessment	$260 per parcel	$2,877,000

Disclaimer: The above revenue enhancement options were studied and quantified by the Task Force, but the Task Force makes no recommendation regarding their implementation.

Placentia General Fund Fiscal Forecast and Resulting Unobligated General Fund Reserves (including one time events)





Areas of Sustainability Concern

- **City is not well-positioned to weather a downturn in the economy or an unanticipated major expenditure**
  - **City's unobligated General Fund reserves** are currently projected to be $178,757 or 0.5% of annual expenditures, as of June 30, 2017
- **Excluding the use of captured grants, no general fund expenditures have been spent or budgeted on infrastructure maintenance and the forecast has a number of unfunded capital improvement projects**
  - **Road maintenance**, deferred for past 8 years
  - **Facility maintenance**, deferred for past 6 years
  - **Vehicle replacement**, deferred past 6 years
  - **Unfunded capital improvement projects** include traffic operations, storm drains, fire station replacement, parks, and technology upgrades
- **Personnel issues have been problematic, accrued benefits are actuarially underfunded**
  - **City staffing and retention** have been ongoing issues
    - Compensation levels are well below comparable cities median
    - Personnel turnover has led to high overtime, training costs and lack of institutional knowledge
  - **Other Post Employment Benefits (OPEB)**
    - Retiree medical costs are being "paid as you go", have a growing unfunded actuarial balance

Deferred Road Maintenance

Source of Policy	Citizen's Task Force with public input
Source of Estimate	Harris and Associates Road Condition Report

- **Policy Goal** - Maintain an average road condition of 71 (Good)
- **Current Status** – No general fund expenditures for past 8 years
- **Cost estimate** - $37 million total deferred maintenance ($34 million shortfall)

Road Maintenance Deferred Maintenance Estimate	**Budget**							
(Estimated Cost of Maintenance over next 8 years = $34,000,000)	**FY17-18**	**FY18-19**	**FY19-20**	**FY20-21**	**FY21-22**	**FY22-23**	**FY23-24**	**FY24-25**
Budgeted / Estimated Expenditure Level		**1,270,000**	**4,949,271**	**4,949,271**	**4,949,271**	**4,949,271**	**4,949,271**	**4,949,271**
FY17-18 Budget	**3,000,000**							
Non-General Fund Revenue Sources								
Measure M	1,297,000	600,000	600,000	600,000	600,000	600,000	600,000	600,000
Gas Tax RMRA (SB1)	44,000	670,000	670,000	670,000	670,000	670,000	670,000	670,000
Other	1,659,000							
Total Non-General Fund Revenue	**3,000,000**	**1,270,000**	**1,270,000**	**1,270,000**	**1,270,000**	**1,270,000**	**1,270,000**	**1,270,000**
Road Maintenance Shortfall		**-**	**3,679,271**	**3,679,271**	**3,679,271**	**3,679,271**	**3,679,271**	**3,679,271**

Background

- City road improvements that have taken place have been funded through grants or cooperative efforts with OCTA and neighboring cities (e.g., Placentia Avenue)
- City Public Works staff is utilized, as available, to "patch" roads

Deferred Facility Maintenance and Vehicle Replacement

Source of Policy	Citizen's Task Force Using Referenced Reports
Source of Estimate	Facilities: Jorgenson Report on Facilities Vehicles: City of Anaheim Evaluation Report

- **Policy Goal** - Replace vehicle at end of depreciable life, maintain buildings
- **Current Status** – Minimal general fund expenditures for past 6 years
- **Cost estimate** – Facilities: $700,000 to $900,000 per year
  Vehicles: $300,000 per year
- Background
  - City has been able to upgrade/replace some vehicles using grant funds which has resulted in cost savings (e.g., electric vehicles)

Unfunded Capital Improvement Projects

Source of Unfunded List of Projects	City Director of Public Works
Source of Estimate	Approved CIP Cost Estimate

- **Policy Goal –** To maintain traffic operations, storm drains, parks, technology; replace fire station
- **Current Status –** Unfunded in general fund operating budget

Item	FY18-19	FY19-20	FY20-21	FY21-22	FY22-23	FY23-24	FY24-25
Unfunded Capital Improvement Projects:							
Traffic Operations (1/7 each year for seven years)	162,604	162,604	162,604	162,604	162,604	162,604	162,604
Storm Drains (1/7 each year for seven years)	832,429	832,429	832,429	832,429	832,429	832,429	832,429
Buildings and Facilities (to replace Fire Station 35) ($ 6MM, financed over 25 yrs)			425,715	425,715	425,715	425,715	425,715
Parks (1/7 each year for seven years)	229,026	229,026	229,026	229,026	229,026	229,026	229,026
Technology (Police CAD System Upgrade Yrs 2-5)	118,055	118,055	118,055	118,055			
Total Unfunded Capital Improvement Projects	**1,342,113**	**1,342,113**	**1,767,828**	**1,767,828**	**1,649,773**	**1,649,773**	**1,649,773**

City Staffing and Retention

Source of Policy	City Council/Staff
Source of Estimate	CalPacs – OC Survey (Survey of Similar Cities Salaries)

- **Policy Goal** - Pay employees at the median level of similar Orange County cities
- **Current Status** – Compensation levels are 15% below median level of comparable cities
- **Cost estimate** – 1) $300,000 to $2,350,000 per year (2% annual increases)
  2) $680,000 to $805,000 per year (additional one-time 5% market adjustment)

Unfunded OPEB (Other Post Employment Benefits)

Source of Policy	City Council
Source of Estimate	Bickmore Actuarial Estimate dated October, 2016

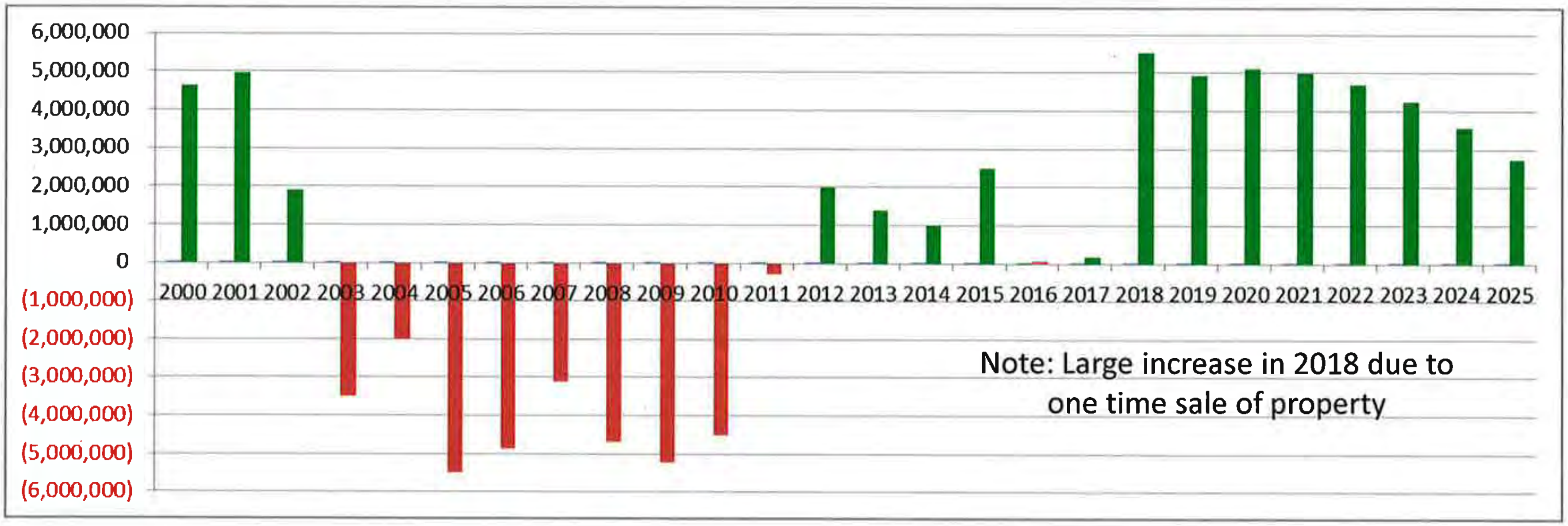
- **Policy Goal** - To reach Council determined level of funding
- **Current Status** – Unfunded obligation is $3,601,635 Paying cost benefits as they come due in current year
- **Cost estimate** - $661,296 per year will begin to reduce unfunded balance

	Budget							
	FY17-18	FY18-19	FY19-20	FY20-21	FY21-22	FY22-23	FY23-24	FY24-25
Actuarial Funding of OPEB (OPEB Deficit)								
Satisfy OPEB "Annual Required Contribution"	421,187	421,187	421,187	421,187	421,187	421,187	421,187	421,187
Prefund/Reduce Net OPEB Obligation - $3.601mm Obligation as of FY16 - Paid off in 15 years	240,109	240,109	240,109	240,109	240,109	240,109	240,109	240,109
Total Needed to Start Working Off OPEB Unfunded Obligation	**661,296**	**661,296**	**661,296**	**661,296**	**661,296**	**661,296**	**661,296**	**661,296**

Unobligated Reserve Balance

Source of Policy	Task Force Proposal (2015)
Source of Estimate	17% of forecasted expenditure

- **Proposed Policy** - Unallocated reserves should be 17% of current year expenditures
- **Current Status** — $178,000 (6/30/17 reserve estimate); 0.5% of current year expenditures
- **Cost estimate to comply with policy** - $4,349,690 additional reserves above plan by 6/30/2025 will reach 17% proposed policy level



Accomplishments / Going Forward

- Task force has completed a comprehensive, long range, fiscal forecast
  - Established that present budget planning policies, with services continuing at less than full level, will continue to have estimated revenues satisfy estimated expenditures in the short term
    - In the long term will not be sustainable without addressing identified areas of concern
  - Methodology has been developed to generate long range fiscal sustainability forecast that is robust, easily maintained, and supports evaluation of potential change scenarios
- To finalize fiscal sustainability plan, solutions for the areas of concern must be addressed by city council policy decisions
  - Adjust desired level of services and policy goals or find additional sources of revenue/further reductions to expenditures
- There is a continuing need for education and community involvement as alternatives are studied as well as maintaining deliberation transparency
  - Community outreach and education meetings are planned

City of Placentia

Citizens Fiscal Sustainability Task Force

General Fund Forecast / Areas of Concern Impact Analysis

08/02/17

Item	Actual FY15-16	Projected FY16-17	Budget FY17-18	FY18-19	FY19-20	FY20-21	FY21-22	FY22-23	FY23-24	FY24-25
General Fund Forecast										
General Fund Revenue (and Transfers In)	35,148,690	33,904,960	35,529,446	35,757,716	36,540,361	37,446,544	38,293,933	39,124,602	39,875,276	40,915,192
One Time Revenues										
Embezzlement Recoveries		1,025,000								
Release of Commited Fund Balance			3,600,000							
Sale of 350/380 S. Placentia Avenue			1,552,000							
Sales of 207/211 Crowther (General Fund portion)			3,600,000							
General Fund Revenue (Including one-Time Events)	35,148,690	34,929,960	44,281,446	35,757,716	36,540,361	37,446,544	38,293,933	39,124,602	39,875,276	40,915,192
General Fund Operating Expenditures (and Transfers Out)	(31,769,600)	(32,574,786)	(35,006,280)	(36,348,599)	(36,358,658)	(37,577,275)	(38,586,346)	(39,551,920)	(40,566,235)	(41,739,890)
One Time Expenditures										
General Fund Capital Projects net of CIP-Related Grants/Reimbursements	(423,863)	(127,974)	(482,532)							
Net Embezzlement (Loss) / Recoveries	(2,035,241)									
Payment to OCTA for Placentia Ave. Parcels		(2,120,000)								
Budget Adjustment - Spend Metrolink Commitment ^^			(3,450,000)							
General Fund Expenditures (Including one-Time Events)	(34,228,704)	(34,822,760)	(38,938,812)	(36,348,599)	(36,358,658)	(37,577,275)	(38,586,346)	(39,551,920)	(40,566,235)	(41,739,890)
General Fund Forecasted Balance (Operational Surplus/(Deficit))	919,986	107,200	5,342,634	(590,883)	181,703	(130,731)	(292,414)	(427,317)	(690,959)	(824,698)
Fiscal Impact of Areas of Concern										
1. Deferred Infratucture Maintenance										
Road Maintenance					3,679,271	3,679,271	3,679,271	3,679,271	3,679,271	3,679,271
Facility Maintenance			705,603	728,888	752,941	777,788	803,455	829,969	885,651	914,877
Vehicle Replacement			300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000
Unfunded Capital Improvement Projects				1,342,113	1,342,113	1,767,828	1,767,828	1,649,773	1,649,773	1,649,773
Total Deferred Infrastructure Maintenance			1,005,603	2,371,001	6,074,325	6,524,887	6,550,554	6,459,013	6,514,695	6,543,921
2. City Personnel Resources/Benefits										
Annual Increase of 2%				304,356	626,415	963,722	1,301,708	1,644,263	1,992,989	2,349,140
Market Rate Adjustment of 5% in FY 18-19 to move toward County Median)				683,178	711,373	739,307	755,455	771,741	787,470	802,362
Satisfy OPEB "Annual Required Contribution"			421,187	421,187	421,187	421,187	421,187	421,187	421,187	421,187
Prefund/Reduce Net OPEB Obligation - $3.601mm Obligation as of FY16 - Paid off in 15 years			240,109	240,109	240,109	240,109	240,109	240,109	240,109	240,109
Total City Personnel Resources/Benefits			661,296	1,648,830	1,999,084	2,364,325	2,718,459	3,077,300	3,441,755	3,812,798
3. Level of Unallocated General Fund Reserves										
17% of Current Year Expenditures Goal (Note: This is cumulative value, not yearly expense)			5,951,068	6,179,262	6,180,972	6,388,137	6,559,679	6,723,826	6,896,260	7,095,781
General Fund Reserve Forecasted Year Change		107,200	5,342,634	(590,883)	181,703	(130,731)	(292,414)	(427,317)	(690,959)	(824,698)
General Fund Ending Balance (Previous Year Ending Balance + Current Year Change)	71,557	178,757	5,521,391	4,930,508	5,112,211	4,981,480	4,689,066	4,261,749	3,570,790	2,746,092
Net Surplus/(Deficit) From 17% General Fund Reserve Goal (Note: this is cumulative, not yearly)			(429,677)	(1,248,754)	(1,068,761)	(1,406,657)	(1,870,612)	(2,462,077)	(3,325,470)	(4,349,690)

City of Placentia

Citizens Fiscal Sustainability Task Force
Projection of Revenues and Expenditures
August 2, 2017

Revenues	**Forecast Assumption**	**Actual** FY 15-16	**Projected** FY16-17	**Budget** FY17-18	FY18-19	FY19-20	FY20-21	FY21-22	FY22-23	FY23-24	FY24-25
Property Tax	4.0%	13,259,241	14,017,211	14,589,000	15,172,560	15,779,462	16,410,641	17,067,067	17,749,749	18,459,739	19,198,129
Sales Tax (excl Prop 172)	1.8%	6,972,049	6,605,000	6,540,000	6,370,601	6,391,722	6,509,480	6,629,790	6,749,522	6,871,013	6,994,692
Utility Users Tax	0.0%					2,800,000	2,800,000	2,800,000	2,800,000	2,800,000	2,800,000
Other Taxes (Franchise/TOT/etc)	2.0%	3,835,138	3,774,000	3,881,000	3,958,620	4,037,792	4,118,548	4,200,919	4,284,938	4,370,636	4,458,049
All Other Revenue:											
Intergovernmental-non-CIP	1.0%	487,425	306,903	350,399	198,000	199,980	201,980	204,000	206,040	208,100	210,181
SA Loan Repayments				797,606	488,806	488,806	488,806	399,541	255,735		
Other Reimbursements-non CIP	1.0%	882,677	198,000	181,777	95,950	96,910	97,879	98,857	99,846	100,844	101,853
Chgs for Services/Permits	2.0%	1,870,435	1,540,246	1,646,864	1,679,801	1,713,397	1,747,665	1,782,619	1,818,271	1,854,636	1,891,729
Lease Revenue-Outdr Advertising	1.0%		500,000	650,000	656,500	663,065	669,696	676,393	683,157	689,988	696,888
Lease Revenue -Gas Station	1.0%			225,000	227,250	229,523	231,818	234,136	236,477	238,842	241,230
Other Rev (Leases, Fines, etc.)	1.0%	2,340,295	2,342,180	2,482,800	2,507,628	2,532,704	2,558,031	2,583,612	2,609,448	2,635,542	2,661,898
Total Other Revenue		5,580,831	4,887,329	6,334,446	5,853,935	5,924,385	5,995,875	5,979,157	5,908,973	5,727,953	5,803,779
Total Revenue		**29,647,259**	**29,283,540**	**31,344,446**	**31,355,716**	**34,933,361**	**35,834,544**	**36,676,933**	**37,493,182**	**38,229,342**	**39,254,648**
Transfers In											
From UUT Fund		3,820,836	2,850,000	2,736,000	2,800,000			(see UUT above)			
From Gas Tax Fund	1.0%	850,000	650,000	677,000	650,000	650,000	650,000	650,000	656,500	663,065	669,696
From Gas Tax RMRA Fund					180,000	180,000	180,000	180,000	180,000	180,000	180,000
From Measure M Fund	1.0%		100,000	100,000	100,000	100,000	100,000	100,000	101,000	102,010	103,030
From SLESF		114,694	111,700	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
From CDBG			105,170	105,000	105,000	105,000	105,000	105,000	105,000	105,000	105,000
From Sewer	1.0%	75,200	75,200	192,000	192,000	192,000	192,000	192,000	193,920	195,859	197,818
From Pub Sfty CFD	+$5K/yr	17,143	22,150	25,000	25,000	30,000	35,000	40,000	45,000	50,000	55,000
From SA (Admin Allowance)	$250K min.		200,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000
From Other funds		623,558	507,200								
Total Transfers In		5,501,431	4,621,420	4,185,000	4,402,000	1,607,000	1,612,000	1,617,000	1,631,420	1,645,934	1,660,544
Total Revenues and Transfers In		**35,148,690**	**33,904,960**	**35,529,446**	**35,757,716**	**36,540,361**	**37,446,544**	**38,293,933**	**39,124,602**	**39,875,276**	**40,915,192**
Year-Over Year Revenue Growth Rate					**0.6%**	**2.2%**	**2.5%**	**2.3%**	**2.2%**	**1.9%**	**2.6%**
Operating Expenditures											
Salaries	Note 1	8,679,402	9,112,308	10,623,930	11,365,266	11,544,246	11,635,529	11,672,587	11,672,587	11,672,587	11,672,587
Overtime	(Note 2), 0%	1,185,258	1,038,520	838,126	898,615	912,766	919,984	922,914	922,914	922,914	922,914
Pension - Classic Employees (Note 3)	8.9%-19.1%			3,354,367	2,990,795	3,561,347	4,138,016	4,608,055	5,015,709	5,460,007	6,040,681
Pension - PEPRA Employees (Note 3)	0%-15.4%			272,017	351,330	390,698	450,941	452,916	452,916	452,916	452,916
Total Pension Contributions	8.1%-18.2%	3,310,788	2,852,660	3,626,384	3,342,125	3,952,045	4,588,957	5,060,970	5,468,624	5,912,923	6,493,597
Medical Insurance	3.0%	1,200,865	1,352,024	1,995,337	2,240,466	2,307,680	2,376,910	2,448,217	2,521,664	2,597,314	2,675,233
Other Employee Benefits	2%+	1,624,534	2,101,196	1,814,744	1,908,213	1,916,322	1,923,381	1,929,876	1,936,160	1,942,685	1,949,460
Retiree Health - Note 4	3.0%	1,047,455	949,500	962,500	1,016,080	1,046,562	1,077,959	1,110,298	1,143,606	1,177,915	1,213,252
Total Salaries and Benefits		17,048,302	17,406,208	19,861,021	20,770,763	21,679,620	22,522,720	23,144,862	23,665,556	24,226,337	24,927,043
OCFA	per OCFA	5,830,401	5,862,430	6,082,130	6,428,503	6,785,704	7,014,787	7,254,233	7,544,402	7,846,178	8,160,026
Legal Services	2.0%	837,124	900,000	570,000	474,255	483,740	493,415	503,283	513,348	523,615	534,088
Other Materials/Supplies/Services	2.0%	6,263,754	6,535,537	6,510,024	6,565,167	6,696,470	6,830,400	6,967,008	7,106,348	7,248,475	7,393,444
Payments to Other Agencies											
Debt Service:	Fixed										
2009 Lease Rev Bd (Wkg Capital Bond)		796,125	1,061,750	1,194,500	1,327,625						
2003 COPs, Bradford Lease, Trustee Fees		591,398	573,986	553,730	556,193	485,130	486,050	485,138	488,513	485,936	487,650
Total Expenditures		**31,367,104**	**32,339,911**	**34,771,405**	**36,122,506**	**36,130,664**	**37,347,371**	**38,354,523**	**39,318,167**	**40,330,544**	**41,502,251**
Transfer Out: Street Lighting District	<1%	402,496	234,875	234,875	226,093	227,994	229,904	231,823	233,752	235,691	237,640
Total Operating Exps and Transfers Out		**31,769,600**	**32,574,786**	**35,006,280**	**36,348,599**	**36,358,658**	**37,577,275**	**38,586,346**	**39,551,920**	**40,566,235**	**41,739,890**
Year over Year Expenditure Growth Rate					**3.8%**	**0.0%**	**3.4%**	**2.7%**	**2.5%**	**2.6%**	**2.9%**
Revenue Growth Rate - Expenditure Growth Rate						**2.2%**	**-0.9%**	**-0.4%**	**-0.3%**	**-0.6%**	**-0.3%**

Note 1: Salaries include the 3%/2% approved for March 2017 and March 2018, and 0% increases thereafter, and annual step increases for those below top step; assumes no turnover
Note 2: Assumes overtime reduction achieved in FY 17-18 will continue thorought the forecast period
Note 3: Pension projections include change in CalPERS discount rate from 7.5% to 7% starting in FY 18-19 and phasing in over 7 years
Note 4: Assumes continues ploicy of "paying as you go"

City of Placentia

Citizens Fiscal Sustainability Task Force

Revenue Enhancement Options Fiscal Impact Estimate

Item	Partial Year Revenue Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Revenue Enhance Option Studied							
Increase Hotel Occupancy Tax from 10% to 15%	194,000	388,000	388,000	388,000	388,000	388,000	388,000
Modify Street Lighting Assessment to include Escalator		254,850	262,496	270,370	278,481	286,836	295,441
Increase Local Transaction Tax by 1 Cent	1,218,716	4,874,866	5,225,977	5,322,565	5,418,689	5,516,225	5,615,517
Increase Local Transaction Tax by 1/2 Cent	606,561	2,426,243	2,600,993	2,649,065	2,696,907	2,745,451	2,794,869
Restore Utility User Tax from 3.5% to 5%	300,000	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000
Increase Utility User Tax from 3.5% to 7%	700,000	2,800,000	2,800,000	2,800,000	2,800,000	2,800,000	2,800,000
Increase Landscape Maintenance District		199,557	205,544	211,710	218,061	224,603	231,341
Establish Citywide Public Safety Assessment		2,877,000	3,020,850	3,171,893	3,330,487	3,497,011	3,671,862

Review of Potential Revenue Options

Staff Presentation

September 19, 2017

Background → Solutions

- Background:
  - The Fiscal Sustainability Task Force developed a framework for measuring sustainability, and identified areas of concern and revenue enhancement options
- Solutions:
  - In conjunction with the Task Force, staff has analyzed various revenue-based solutions designed to make the City more sustainable

Projected Annual Surplus/Deficits - Operations and Deferred Infrastructure

- All the identified areas of sustainability concern (Operations/ Services, Deferred Infrastructure, Personnel Issues, Reserves) cannot be addressed within available resources and existing expenditure priorities
- Services and Deferred Infrastructure are the two areas of greatest concern to residents and local businesses

Projected Annual Surplus/Deficits - Operations and Deferred Infrastructure

$ millions	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25
Operating Surplus/ Deficit – General Fund*	$ 1.2	$ -0.4	$ 0.4	$ 0.1	$-0.0	$ -0.1	$ -0.4	$ -0.5
Deferred Infrastructure	-1.0	-2.4	-6.1	-6.5	-6.6	-6.5	-6.5	-6.5
Total	$ 0.2	$ -2.8	$ -5.7	$ -6.4	$ -6.6	$ -6.6	$ -6.9	$ -7.0

* Based on lease of 207-211 Crowther property

- Annual Operating Surplus/Deficit represents the difference between day-to-day operating revenues and expenditures
- Deferred Infrastructure includes:
  - Deferred Road Maintenance
  - Deferred Facility Maintenance and Vehicle Replacement
  - Unfunded Capital Improvement Projects (including Parks, Storm Drains, Traffic Operations, new Fire Station, Technology projects)

Projected Annual Surplus/Deficits - Operations and Deferred Infrastructure

$ millions	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25
Operating Surplus/ Deficit – General Fund	$ 6.2	$ -0.6	$ 0.2	$ -0.1	$ -0.3	$ -0.4	$ -0.7	$ -0.8
Deferred Infrastructure	-1.0	-2.4	-6.1	-6.5	-6.6	-6.5	-6.5	-6.5
Total	$ 5.2	$ -3.0	$ -5.9	$ -6.6	$ -6.9	$ -6.9	$ -7.2	$ -7.3

* Based on sale of 207-211 Crowther property

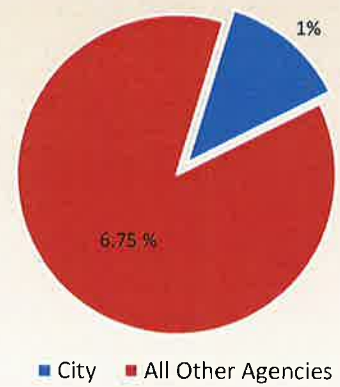
- Annual Operating Surplus/Deficit represents the difference between day-to-day operating revenues and expenditures
- Deferred Infrastructure includes:
  - Deferred Road Maintenance
  - Deferred Facility Maintenance and Vehicle Replacement
  - Unfunded Capital Improvement Projects (including Parks, Storm Drains, Traffic Operations, new Fire Station, Technology projects)

Revenue Option: Expand Public Safety Assessment to Citywide

- **Paid by:** All Placentia property owners
- Current special tax rate: $260.47 per parcel (single family residence) and $196.80 per unit (multi-family)
- 12,100 single family units and 2,100 multi-family units in the City
- Funds restricted for public safety purposes
- **Vote Requirement:** Super majority (67%)
- **Generates:** $2.9 million (Year 1)

Sales Tax Revenue Background – Two Scenarios

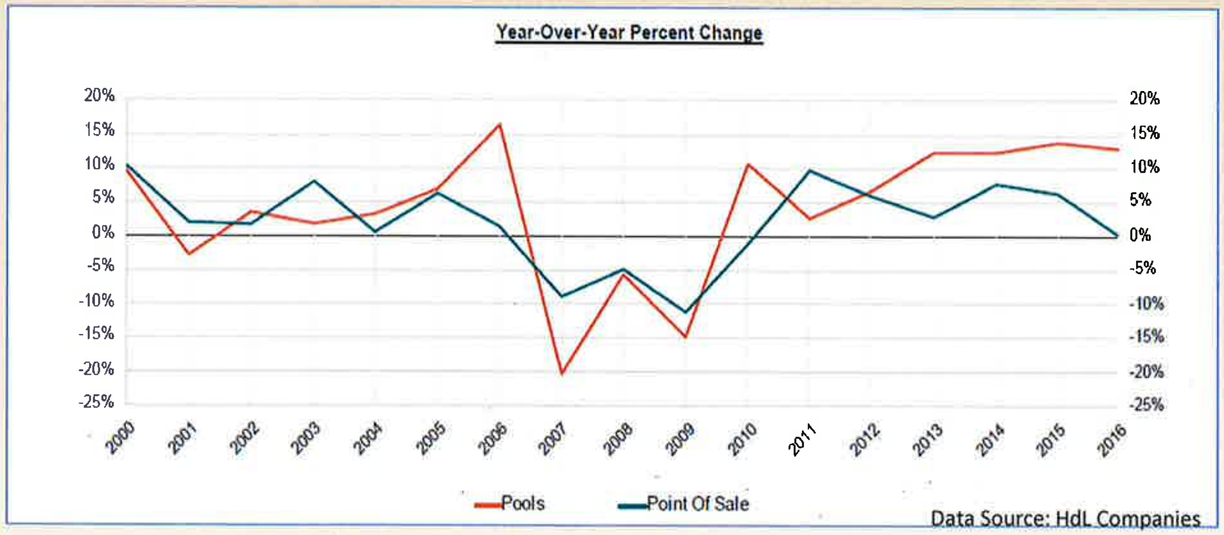
Brick and Mortar Sales Tax



Online Sales Tax

- Traditional retail outlets ("Brick and Mortar" stores) generate 1 cent of local sales tax revenue for every dollar of sales volume
- Internet sales generate approximately 1/10th of 1 cent of local sales tax revenue for every dollar of sales volume
- There is a significant trend toward online sales

The Impact of Online Sales



- For the first time since 2007, the City is experiencing a drop in sales tax revenue.
- Statewide on-line purchases have grown by **60%** since 2000 (i.e., Amazon) while traditional brick and mortar businesses have only grown **14%**.
- Increased deliveries negatively impact the City's streets and roads.
- Increased police activity, due to package thefts.

Local Transaction and Use Tax

- Definition
  - Local add-on sales tax
  - Based on point of delivery (unlike basic sales tax which is based on point of sale)
- Captures a larger share (1 cent) of sales tax from online sales, compared to what basic sales tax captures from online sales (approximately 1/10th cent)
- Implementation to date
  - Throughout California
    - 32 counties
    - 176 cities
  - In Orange County
    - Countywide ½% transportation tax (Measure M)
    - 5 cities (La Habra ½%, Stanton 1%, Fountain Valley 1%, La Palma 1%, Westminster 1%)

Revenue Option: Implement 1/2-Cent Local Transaction and Use Tax

- **Paid by:** non-residents and residents, if item is used/consumed in Placentia
- Large items purchased outside Placentia, but used in Placentia, are taxed (e.g., autos)
- Large items purchased in Placentia, but used outside Placentia, are not taxed
- Captures a larger share (1 cent) of sales tax from online sales, than basic sales tax captures from online sales (approximately 1/10 cent)
- Positions City to adapt to trending purchasing patterns – online vs. "brick and mortar"
- **Vote requirement:** Simple majority (51%), unless designated for specific purpose
- **Generates:** $2.4 - $2.8 million per year