



Regular Meeting Agenda May 15, 2018

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

Chad P. Wanke
Mayor

Rhonda Shader
Mayor Pro Tem

Craig S. Green
Councilmember

Ward L. Smith
Councilmember

Jeremy B. Yamaguchi
Councilmember

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
May 15, 2018
5:00 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER:

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

ORAL COMMUNICATIONS:

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

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

1. Pursuant to Government Code Section 54956.9(d)(2):
CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation
Significant exposure to litigation: (2 Cases)

2. 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

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
May 15, 2018
7:00 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER:

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

INVOCATION: Chaplain Sterling Bennett

PLEDGE OF ALLEGIANCE:

PRESENTATION:

a. Proclamation for Peace Officer Memorial Day

Recipient: Chief Darin Lenyi

Presenter: Mayor Wanke

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.m.):

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 May 15, 2018
Check Register**
Fiscal Impact: \$648,809.13
Electronic Disbursement Register
Fiscal Impact: \$883,107.86
Recommended Action: It is recommended that the City Council:
 1) Receive and file.
- 1.c. **Resolution Relating to Fiscal Year 2018-19 Levy of Assessments to the City of Placentia Landscape Maintenance District No. 92-1 and Setting a Public Hearing for June 5, 2018 at 7:00 P.M.**
Fiscal Impact:
- | | |
|-------------------------------|------------------|
| Recouped Through Assessments: | \$ 427,616 |
| Single Family Residential: | \$ 154.87/Parcel |
| Commercial/Industrial: | \$ 1,548.70/Acre |
| Multiple Family Residential: | \$ 108.41/Unit |
| Undeveloped: | \$ 774.35/Parcel |
- Recommended Action: It is recommended that the City Council:
 1) Adopt Resolution R-2018-27, A Resolution of the City Council of the City of Placentia finalizing the Engineer's Report for Fiscal Year 2018-19 for the continuation of the annual assessments for Landscape Maintenance District No. 92-1; and
 2) Adopt Resolution R-2018-28, A Resolution of the City Council of the City of Placentia declaring its intention to provide for an annual levy and collection of assessments for certain maintenance within an existing district, pursuant to the provisions of Division 15, Part 2, of the California Streets and Highways Code and setting a time and place for public hearing thereon.
- 1.d. **Resolution Relating to Fiscal Year 2018-19 Levy of Assessments to the City of Placentia Street Lighting District No. 81-1 and Setting a Public Hearing for June 5, 2018 at 7:00 P.M.**
Fiscal Impact:
- | | |
|-------------------------------|-----------------|
| Recouped Through Assessments: | \$ 154,427 |
| Single Family Residential: | \$ 27.38/Parcel |
| Commercial/Industrial: | \$164.28/Acre |
| Tentative/Final Map: | \$ 8.21/Unit |
- Recommended Action: It is recommended that the City Council:
 1) Adopt Resolution R-2018-29, A Resolution of the City Council of the City of Placentia finalizing the Engineer's Report for Fiscal Year 2018-19 for the continuation of the annual assessments for Street Lighting District No. 81-1; and
 2) Adopt Resolution R-2018-30, A Resolution of the City Council of the City of Placentia declaring its intention to provide for the annual levy and collection of assessments for certain maintenance within an existing district pursuant to the provisions of Division 15, Part 2, of the California Streets and Highways Code and setting the time and place for a public hearing thereon.
- 1.e. **Agreement Renewal for Law Enforcement Court Liaison Services with the City of La Habra**
Fiscal Impact:
- | | | |
|-----------|-----------|---|
| Expense: | \$ 33,265 | FY 2018-19 General Fund |
| | \$ 35,515 | FY 2019-20 General Fund |
| | \$ 37,765 | FY 2020-21 General Fund |
| Budgeted: | \$ 33,265 | FY 2018-19 Department Contract Services |
- Recommended Action: It is recommended that the City Council:
 1) Approve the Agreement for Law Enforcement Court Liaison Services with the City of La Habra for a three (3) year term ending June 30, 2021; and
 2) Authorize the City Administrator and/or his designee to execute all the necessary documents, in a form approved by the City Attorney.

- 1.f. **Award of Construction Contract to Petrochem Manufacturing, Inc. for Construction of the FY 2017-2018 Residential Slurry Seal Project (City Project No. 2018-02)**
Fiscal Impact: Expense: \$149,140.28 Construction Contract Amount
Revenue: \$168,291.00 SB-1/RMRA Gas Tax Funds
No General Fund dollars will be used on this project.
Recommended Action: It is recommended that the City Council:
1) Award a construction contract to Petrochem Materials Innovation, LLC, for an amount not-to-exceed \$149,140.28; and
2) Authorize the City Administrator to approve contract change orders up to \$10,000 for a total construction contract not-to-exceed amount of \$159,140.28; and
3) Authorize the City Administrator to execute all necessary documents on behalf of the City, in a form approved by the City Attorney.
- 1.g. **Acceptance of Construction Work and Notice of Completion for the La Jolla/Melrose Traffic Signal Improvement Project/Safe Routes 2 School Phase III (City Project No. 2017-02)**
Fiscal Impact: Expense: \$162,449.00 Final Project Cost
Revenue: \$177,335.75 FY 2017-18 CIP Budget
Safe Routes 2 School
Gas Tax Funds
No General Fund dollars were utilized on this project.
Recommended Action: It is recommended that the City Council:
1) Accept the work performed by Comet Electric Inc., for construction of the traffic signal modification work at La Jolla Street and Melrose Avenue as part of the Safe Routes 2 School Program, Phase III; and
2) Authorize the City Administrator to file a Notice of Completion with the Orange County Clerk-Recorder's Office for the Project; and
3) Authorize the City Administrator to release retention funds in accordance with the terms of the contract.
- 1.h. **Amendment No. 1 to Agreement for Real Estate Advisory Services with Kosmont and Associates for Real Property Located at 380 S. Placentia Avenue (Hotel Project)**
Fiscal Impact: Expense: \$12,500
Offsetting Revenue: \$15,000 Developer Deposit
Total Budgeted: \$52,500 Economic Development Professional Services
Recommended Action: It is recommended that the City Council:
1) Approve Amendment No. 1 to the Professional Services Agreement with Kosmont & Associates, Inc. dba Kosmont Companies for an amount not-to-exceed \$12,500; and
2) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.
- 1.i. **Placentia Community-Based Transit Circulator Study**
Fiscal Impact: There is no fiscal impact associated with the recommended action.
Recommended Action: It is recommended that the City Council:
1) Receive and file the Placentia Community-Based Circulator Study report.
- 1.j. **Designation of Individuals Authorized to Invest City Monies in the Local Agency Investment Fund**
Fiscal Impact: None
Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. R-2018-31, A Resolution of the City Council of the City of Placentia, California, authorizing investment of monies in the Local Agency Investment Fund.

1.k. **Tentative Parcel Map (TPM) 2018-132: A Tentative Parcel Map to Consolidate Seven Lots into One Lot Measuring Approximately 5.04 Gross Acres, and Measuring 4.59 Net Acres After Required Dedications on Property Located at 505, 515, 523, 531, 535 W. Crowther Avenue, 407 Goetz Place, 409 Evelyn Place, Within the Transit Oriented Development Packing House District (TOD) Zone – Blackwood Development**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution R-2018-032 of the City Council of the City of Placentia, California approving TPM 2018-132 to consolidate seven parcels into one parcel subject to the Special Conditions of Approval set forth in Attachment A, and adopting an Addendum to a previously adopted Initial Study/Mitigated Negative Declaration of Environmental Impacts (MND 2017-01) for the project wherein it was found that with implementation of Mitigation Measures set forth in a Mitigation Monitoring and Reporting Program ("MMRP"), the proposed project will not have a significant effect on the environment pursuant to 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) and the City of Placentia Environmental Guidelines.

1.l. **Amendment No. 1 to Professional Services Agreement for Grant Writing and Advocacy Services with Townsend Public Affairs, Inc.**

Fiscal Impact: Expense: \$60,000/Year

Recommended Action: It is recommended that the City Council:

- 1) Approve Amendment No. 1 to Professional Services Agreement with Townsend Public Affairs, Inc. for Grant Writing and Legislative Advocacy Services for a term ending May 31, 2021; and
- 2) Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

1.m. **Addendum to Retention Letter with Richards Watson & Gershon**

Fiscal Impact: Not to exceed \$15,000

Recommended Action: It is recommended that the City Council:

- 1) Authorize the City Administrator to execute an addendum to the retention letter for legal services with Richards Watson & Gershon in a form approved by the City Attorney.

2. PUBLIC HEARING:

2.a. **Public Hearing Regarding the Adoption of an Ordinance Amending the Placentia Municipal Code to Establish City Council District Boundaries**

Fiscal Impact: \$91,641.93 to date

Recommended Action: It is recommended that the City Council:

- 1) Open the Public Hearing regarding Ordinance No. O-2018-02; and
- 2) Receive the Staff Report, consider all public testimony, ask questions of Staff; and
- 3) Waive full reading, by title only, and adopt Ordinance No. O-2018-02, An Ordinance of the City Council of the City of Placentia Adding Chapter 2.10 Entitled "City Council District Boundaries" and Adopting a Map Establishing the Boundaries and identification Number of Each Electoral District; and
- 4) Close the Public Hearing.

3. REGULAR AGENDA:

3.a. Presentation of the Proposed Fiscal Year 2018-19 General Fund Operating Budget

Fiscal Impact: Expenditures: \$34,151,222 in Appropriations
Revenue: \$34,158,263 in Operating Resources

Recommended Action: It is recommended that the City Council:

- 1) Review and discuss the Draft Proposed Fiscal Year (FY) 2018-19 General Fund Operating Budget and provide input and direction for final budget adoption; and
- 2) Set the public hearing for Budget adoption on June 19, 2018 at 7:00 P.M.

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, June 5, 2018 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:

- Agreement for Tree Trimming Services
- Agreement for On-Call Engineering Plan Check Services
- Agreement for Citywide Traffic Signal System Repair Project
- Amendment to Crowther Avenue Rule 20A Undergrounding District Boundaries
- Agreement for Median and Parkway Landscape Maintenance Services
- Agreement for Park Landscape Maintenance Services
- Agreement for Wall Vine Maintenance Services
- Agreement with California Forensic Phlebotomy, Inc.

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 May 15, 2018 meetings of the City Council, Successor Agency, and Industrial Commercial Development Authority was posted on May 10, 2018.

Rosanna Ramirez, Director of Administrative Services

City of Placentia
 Check Register
 For 05/15/2018

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
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Grand Total: 649,006.24

Check Totals by ID

AP	649,006.24
EP	0.00
IP	0.00
OP	0.00

Fund Name	<u>Check Totals by Fund</u>
101-General Fund (0010)	180,710.43
206-Gas Tax Bond Fund (0052)	365,027.28
208-Secssr Agncy Ret Oblg (0054)	1,540.39
210-Measure M (0018)	3,610.88
211-PEG Fund (0058)	3,892.50
215-Air Quality Management (0019)	902.72
225-Asset Seizure (0021)	2,936.43
228-NOC-Public Safety Grant(0061)	527.39
265-Landscape Maintenance (0029)	11,905.32
275-Sewer Maintenance (0048)	988.69
401-City Capital Projects (0033)	37,172.20
501-Refuse Administration (0037)	13,499.56
601-Employee Health & Wlfre (0039)	10,961.30
605-Risk Management (0040)	3,353.04
701-Special Deposits (0044)	11,781.00

Void Total: 197.11
 Check Total: 648,809.13

Check Total: 648,809.13

Funds will be transferred from the Cash Basis Fund as needed to fund the warrants included on this warrant register

City of Placentia
Check Register
For 05/10/2018

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
RV	GLOE, ADAM V002828	PD TRAINING MEALS	213041-6250 Staff Training	AP042618	16.00	AD057818		00097634	04/26/2018
				Check Total:	16.00				
RV	PARTS SOURCE V000817	VEHICLE PARTS	103658-6137 Repair Maint/Equipment	AP042618	181.11	50349		00097662	04/26/2018
				Check Total:	181.11				
				Type Total:	197.11				
				Void Total:	197.11				

**City of Placentia
Check Register
For 05/10/2018**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
MW OH	ALTA LANGUAGE SERVICES/322 V010194	BILINGUAL TESTING	101512-6099 Professional Services	AP042618	184.00 IS376499		00097606	04/26/2018
					Check Total:	184.00		
MW OH	ARAMARK V010733	HALLWAY RUNNERS	103040-6315 Office Supplies	AP042618	332.64 20693517		00097607	04/26/2018
					Check Total:	332.64		
MW OH	ARAMARK UNIFORM V004232	PW UNIFORMS	103650-6360 Uniforms	AP042618	131.43 533008891	P11224	00097608	04/26/2018
MW OH	ARAMARK UNIFORM V004232	PW UNIFORMS	103650-6360 Uniforms	AP042618	395.77 533026177	P11224	00097608	04/26/2018
MW OH	ARAMARK UNIFORM V004232	FLOOR MAT CLEANING	103654-6301 Special Department Supplies	AP042618	8.00 533143599	P11224	00097608	04/26/2018
MW OH	ARAMARK UNIFORM V004232	PW UNIFORMS	103650-6360 Uniforms	AP042618	54.90 533216326	P11224	00097608	04/26/2018
MW OH	ARAMARK UNIFORM V004232	FLOOR MAT CLEANING	103654-6301 Special Department Supplies	AP042618	109.35 533216327	P11224	00097608	04/26/2018
MW OH	ARAMARK UNIFORM V004232	PW UNIFORMS	103650-6360 Uniforms	AP042618	78.82 533250862	P11224	00097608	04/26/2018
MW OH	ARAMARK UNIFORM V004232	PW UNIFORMS	103650-6360 Uniforms	AP042618	51.82 533267974	P11224	00097608	04/26/2018
					Check Total:	830.09		
MW OH	AT & T V008736	4/15-5/14 IRRIGATION INTERNET	296561-6215 Telephone	AP042618	30.00 APR LMD 18		00097609	04/26/2018
					Check Total:	30.00		
MW OH	BISHOP CO V000107	PARKS REPAIRS SUPPLIES	103655-6301 Special Department Supplies	AP042618	1,978.83 436265		00097610	04/26/2018
					Check Total:	1,978.83		
MW OH	CALIFORNIA DENTAL V008102	MAY DENTAL INSURANCE	395000-4720 ISF Dental Ins Reimbursement	AP042618	534.40 MAY 18		00097611	04/26/2018

City of Placentia
Check Register
For 05/10/2018

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
MW OH	CALIFORNIA DENTAL V008102	MAY DENTAL INSURANCE	395083-5162 Dental Insurance Premiums	AP042618	178.86 MAY 18		00097611	04/26/2018
					Check Total:	713.26		
MW OH	CALIFORNIA STATE V010097	MARCH LIVE SCAN SVS	101512-6099 Professional Services	AP042618	22.00 ASRI6075		00097612	04/26/2018
					Check Total:	22.00		
MW OH	CALMAT CO. V010007	ASPHALT	103652-6301 Special Department Supplies	AP042618	408.85 71762763		00097613	04/26/2018
MW OH	CALMAT CO. V010007	ASPHALT	103652-6301 Special Department Supplies	AP042618	485.65 71769391		00097613	04/26/2018
MW OH	CALMAT CO. V010007	ASPHALT	103652-6301 Special Department Supplies	AP042618	487.20 71769392		00097613	04/26/2018
MW OH	CALMAT CO. V010007	ASPHALT	103652-6301 Special Department Supplies	AP042618	314.93 71776262		00097613	04/26/2018
					Check Total:	1,696.63		
MW OH	CAMARGO, MARCO V010792	PD TRAINING MEALS, MILEAGE	213041-6250 Staff Training	AP042618	168.40 MC0571118		00097614	04/26/2018
					Check Total:	168.40		
MW OH	CANON FINANCIAL SERVICES V008867	APRIL COPIER LEASE PAYMENT	109595-6175 Office Equipment Rental	AP042618	1,933.06 18508301		00097615	04/26/2018
MW OH	CANON FINANCIAL SERVICES V008867	APRIL COPIER LEASE PAYMENT	109595-6175 Office Equipment Rental	AP042618	262.62 18508302		00097615	04/26/2018
					Check Total:	2,195.68		
MW OH	CAVENAUGH & ASSOCIATES V002778	SDUI SEMINAR REG - CAMARGO	213041-6250 Staff Training	AP042618	548.00 MCCA5718		00097616	04/26/2018
					Check Total:	548.00		
MW OH	CBE V008124	FEB WHITTEN COPIER USAGE	104077-6315 Office Supplies	AP042618	23.41 IN1988207		00097617	04/26/2018
MW OH	CBE	3/20-4/19 COPIER USAGE	109595-6175	AP042618	444.70 IN2003815		00097617	04/26/2018

City of Placentia
Check Register
For 05/10/2018

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V008124		Office Equipment Rental						
				Check Total:	468.11				
MW OH	CELLEBRITE USA INC V008838	UFED 4PC RENEWAL	103042-6290 Dept. Contract Services	AP042618	3,700.00	INVUS194359	P11286	00097618	04/26/2018
				Check Total:	3,700.00				
MW OH	CHAUNCEY, STEVE V006794	RADAR & LAXER OPERATOR BOOK	213041-6250 Staff Training	AP042618	25.00	MLSC051518		00097619	04/26/2018
				Check Total:	25.00				
MW OH	CHAVEZ, CHRISTINA V010799	CLASS REFUND	100000-4340 / 79348-4340 Recreation Programs	AP042618	40.00	2002087-002		00097620	04/26/2018
				Check Total:	40.00				
MW OH	CIVIL SOURCE INC V010462	DEC CONSTRUCTION MGMT SVS	333552-6185 / 61033-6185 Construction Services	AP042618	1,160.00	81718		00097621	04/26/2018
MW OH	CIVIL SOURCE INC V010462	JAN CONSTRUCTION MGMT SVS	333552-6185 / 61033-6185 Construction Services	AP042618	217.50	83034		00097621	04/26/2018
				Check Total:	1,377.50				
MW OH	COMMERCIAL AQUATIC V005203	APRIL GOMEZ POOL CHEMICALS	103654-6130 Repair & Maint/Facilities	AP042618	449.32	118-1515		00097622	04/26/2018
				Check Total:	449.32				
MW OH	COMPAREX USA INC V010730	MICROSOFT OFFICE 365 LICENSE	101523-6136 Software Maintenance	AP042618	35,320.65	170006724VRUSP	11257	00097623	04/26/2018
				Check Total:	35,320.65				
MW OH	CSULB FOUNDATION V003930	MENTAL HEALTH DECISION REG	213041-6250 Staff Training	AP042618	146.00	MH061317		00097624	04/26/2018
				Check Total:	146.00				
MW OH	DEAN, ANDREW V003077	PD TRAINING MEALS, MILEAGE	213041-6250 Staff Training	AP042618	14.42	AD051618		00097625	04/26/2018
				Check Total:	14.42				
MW OH	DEPARTMENT OF JUSTICE	MARCH LIVESCAN PROCESSING	101512-6099	AP042618	256.00	295121		00097626	04/26/2018

City of Placentia
Check Register
For 05/10/2018

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000213		Professional Services						
MW OH	DEPARTMENT OF JUSTICE V000213	MARCH LIVESCAN PROCESSING	0044-2054 FBI Livescan	AP042618	34.00	295121		00097626	04/26/2018
MW OH	DEPARTMENT OF JUSTICE V000213	MARCH LIVESCAN PROCESSING	0044-2053 DOJ Livescan	AP042618	172.00	295121		00097626	04/26/2018
				Check Total:	462.00				
MW OH	DRABEK, GARY V004197	PD TRAINING MILEAGE	103041-6250 Staff Training	AP042618	10.81	GD042018		00097627	04/26/2018
				Check Total:	10.81				
MW OH	EILEY, TIFFANY V009544	PD TRAINING MEALS, MILEAGE	213041-6250 Staff Training	AP042618	84.94	TE0571118		00097628	04/26/2018
				Check Total:	84.94				
MW OH	EMPIRE MEDIA V010651	MARCH MEDIA PRODUCTION SVS	581573-6099 Professional Services	AP042618	3,892.50	0026	P11213	00097629	04/26/2018
				Check Total:	3,892.50				
MW OH	FIDELITY SECURITY LIFE V008132	APRIL VISION INSURANCE	395000-4740 ISF Employee Optical Costs	AP042618	1,919.17	163453218		00097630	04/26/2018
MW OH	FIDELITY SECURITY LIFE V008132	APRIL VISION INSURANCE	395083-5164 Optical Insurance Premiums	AP042618	1,246.09	163453218		00097630	04/26/2018
				Check Total:	3,165.26				
MW OH	FIREMASTER V000409	5 FIRE EXTINGUISHERS	103654-6137 Repair Main/Equipment	AP042618	667.51	00000523102		00097631	04/26/2018
				Check Total:	667.51				
MW OH	GARCIA, REYNA V010803	DEPOSIT REFUND - BACKS BLDG	100000-4385 Facility Rental	AP042618	125.00	2002092.002		00097632	04/26/2018
				Check Total:	125.00				
MW OH	GARZA, FRANK V009321	PD TRAINING MEALS, MILEAGE	213041-6250 Staff Training	AP042618	21.91	FG042718		00097633	04/26/2018
				Check Total:	21.91				

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MW OH	GOLDEN WEST COLLEGE V010550	RADAR & LAXER REG - LOMELI	213041-6250 Staff Training	AP042618	160.00	MLGWC051518		00097635	04/26/2018
					Check Total:	160.00			
MW OH	GST V009410	DATA DROP SERVICES	101523-6840 Machinery & Equipment	AP042618	300.76	INV17919	P11296	00097636	04/26/2018
MW OH	GST V009410	DESKTOP COMPUTER FOR PD	101523-6840 Machinery & Equipment	AP042618	2,808.00	INV18060	P11296	00097636	04/26/2018
					Check Total:	3,108.76			
MW OH	H&S ENERGY LLC V010680	DECEMBER CAR WASH SVS	103658-6134 Vehicle Repair & Maintenance	AP042618	369.63	DECEMBER 17		00097637	04/26/2018
MW OH	H&S ENERGY LLC V010680	FEBRUARY CAR WASH SVS	103658-6134 Vehicle Repair & Maintenance	AP042618	399.60	FEBRUARY 18		00097637	04/26/2018
MW OH	H&S ENERGY LLC V010680	MARCH CAR WASH SVS	103658-6134 Vehicle Repair & Maintenance	AP042618	249.75	MARCH 18		00097637	04/26/2018
					Check Total:	1,018.98			
MW OH	HEALTHPOINTE MEDICAL V010713	MARCH EMPLOYEE PHYSICAL	101512-6099 Professional Services	AP042618	290.00	30601-2470027		00097638	04/26/2018
					Check Total:	290.00			
MW OH	HERNANDEZ, KIMBERLY V010802	DEPOSIT REFUND - WHITTEN	100000-4385 Facility Rental	AP042618	150.00	2002096.002		00097639	04/26/2018
					Check Total:	150.00			
MW OH	HERREN, MATT V009898	PD TRAINING MEALS, MILEAGE	613041-6250 Staff Training	AP042618	20.41	MH051618M		00097640	04/26/2018
					Check Total:	20.41			
MW OH	HOYT ROOFS INC V003476	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP042618	100.00	30-18-208		00097641	04/26/2018
					Check Total:	100.00			
MW OH	ICMA RETIREMENT TRUST V010029	P/E 4/21/18 PD 4/27/18	0054-2170 Deferred Comp Payable - ICMA	AP042618	73.25	042718A		00097642	04/26/2018

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MW OH	ICMA RETIREMENT TRUST V010029	P/E 4/21/18 PD 4/27/18	0029-2170 Deferred Comp Payable - ICMA	AP042618	55.00	042718A		00097642	04/26/2018
MW OH	ICMA RETIREMENT TRUST V010029	P/E 4/21/18 PD 4/27/18	0048-2170 Deferred Comp Payable - ICMA	AP042618	85.00	042718A		00097642	04/26/2018
MW OH	ICMA RETIREMENT TRUST V010029	P/E 4/21/18 PD 4/27/18	0010-2170 Deferred Comp Payable - ICMA	AP042618	1,271.79	042718A		00097642	04/26/2018
MW OH	ICMA RETIREMENT TRUST V010029	P/E 4/21/18 PD 4/27/18	0037-2170 Deferred Comp Payable - ICMA	AP042618	22.50	042718A		00097642	04/26/2018
Check Total:					1,507.54				
MW OH	IMPERIAL SPRINKLER V006506	PVC CEMENT	103655-6130 Repair & Maint/Facilities	AP042618	754.73	3295243-00		00097643	04/26/2018
MW OH	IMPERIAL SPRINKLER V006506	BACKFLOW PREVENTERS	103655-6130 Repair & Maint/Facilities	AP042618	249.21	3295243-01		00097643	04/26/2018
MW OH	IMPERIAL SPRINKLER V006506	CREDIT	103655-6130 Repair & Maint/Facilities	AP042618	-135.55	3297566-00		00097643	04/26/2018
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6130 Repair & Maint/Facilities	AP042618	181.50	3297571-00		00097643	04/26/2018
MW OH	IMPERIAL SPRINKLER V006506	PVC BUSHING	103655-6130 Repair & Maint/Facilities	AP042618	14.04	3298451-00		00097643	04/26/2018
Check Total:					1,063.93				
MW OH	INTERSTATE CONCRETE V010800	DEMOLITION BOND REFUND	0044-2033 Construction & Demo Deposit	AP042618	500.00	40-17-048		00097644	04/26/2018
Check Total:					500.00				
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 4/21 PD 4/27	0054-2131 Employer PARS/ARS Payable	AP042618	85.70	042718A		00097645	04/26/2018
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 4/21 PD 4/27	0048-2131 Employer PARS/ARS Payable	AP042618	267.36	042718A		00097645	04/26/2018
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 4/21 PD 4/27	0010-2131 Employer PARS/ARS Payable	AP042618	1,321.99	042718A		00097645	04/26/2018
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 4/21 PD 4/27	0037-2131	AP042618	176.14	042718A		00097645	04/26/2018

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	V010625		Employer PARS/ARS Payable						
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 4/21 PD 4/27	0029-2131 Employer PARS/ARS Payable	AP042618	115.75	042718A		00097645	04/26/2018
				Check Total:	1,966.94				
MW OH	KIDZ LOVE SOCCER V008469	SPRING INSTRUCTOR PAYMENT	104071-6060 Instructional Services	AP042618	2,203.20	SPRING 2018		00097646	04/26/2018
				Check Total:	2,203.20				
MW OH	KING, ZACH V009974	PD TRAINIG MEALS, MILEAGE	613041-6250 Staff Training	AP042618	20.41	ZK051618M		00097647	04/26/2018
				Check Total:	20.41				
MW OH	KOSMONT COMPANIES V006131	MARCH SUCCESSOR AGENCY	547525-6099 Professional Services	AP042618	1,348.10	1502.9 0090	PI1208	00097648	04/26/2018
				Check Total:	1,348.10				
MW OH	LEMUS, FREDDY V010586	PD TRAINING MEALS, MILEAGE	613041-6250 Staff Training	AP042618	20.41	FL051618M		00097649	04/26/2018
				Check Total:	20.41				
MW OH	LOMELI, MICHAEL V010791	PD TRAINING MEALS, MILEAGE	213041-6250 Staff Training	AP042618	104.33	ML051518		00097650	04/26/2018
				Check Total:	104.33				
MW OH	LOPEZ DAVIS, BLANCA V010119	DEPOSIT REFUND - BACKS BLDG	100000-4385 Facility Rental	AP042618	150.00	2001694.002A		00097651	04/26/2018
				Check Total:	150.00				
MW OH	MAGANA, CATHY V010801	DEPOSIT REFUND - WHITTEN	100000-4385 Facility Rental	AP042618	150.00	2002095.002		00097652	04/26/2018
				Check Total:	150.00				
MW OH	MAKENA SOLUTIONS LLC V009574	SPRING INSTRUCTOR PAYMENT	104071-6060 Instructional Services	AP042618	196.20	SPRING 2018		00097653	04/26/2018
				Check Total:	196.20				
MW OH	MARTIN & CHAPMAN CO	MINUTE BOOKS	101513-6099	AP042618	613.32	2018211		00097654	04/26/2018

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	V000618		Professional Services						
				Check Total:	613.32				
MW OH	MARTINEZ, AUSTIN V004930	PD TRAINING MEALS	213041-6250 Staff Training	AP042618	8.00	AM053018		00097655	04/26/2018
MW OH	MARTINEZ, AUSTIN V004930	PD TRAINING MEALS	213041-6250 Staff Training	AP042618	24.00	AM057918		00097655	04/26/2018
				Check Total:	32.00				
MW OH	MERCHANTS LANDSCAPE V010092	MARCH LANDSCAPE SERVICES	103652-6115 Landscaping	AP042618	37,759.59	51718	P11144	00097656	04/26/2018
MW OH	MERCHANTS LANDSCAPE V010092	MARCH LANDSCAPE SVS - LIBRARY	0010-1220 Accts Rec/Plac Library Dist	AP042618	1,258.19	51718	P11144	00097656	04/26/2018
MW OH	MERCHANTS LANDSCAPE V010092	MARCH LANDSCAPE SVS - LMD	296561-6115 Landscaping	AP042618	7,581.74	51718	P11144	00097656	04/26/2018
				Check Total:	46,599.52				
MW OH	MSW CONSULTANTS INC V010789	MARCH AUDITING SERVICES	374386-6099 Professional Services	AP042618	13,207.95	162	P11293	00097657	04/26/2018
				Check Total:	13,207.95				
MW OH	MUNITEMPS V009595	4/12-5/5 CODE ENFORCEMENT MNGR	103046-6099 Professional Services	AP042618	1,344.00	128226		00097658	04/26/2018
				Check Total:	1,344.00				
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP042618	88.64	61390		00097659	04/26/2018
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103654-6301 Special Department Supplies	AP042618	31.45	61452		00097659	04/26/2018
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP042618	19.71	61499		00097659	04/26/2018
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103550-6315 Office Supplies	AP042618	56.18	61507		00097659	04/26/2018
MW OH	OFFICE INDUSTRIES	RECYCLED PAPER	109595-6315	AP042618	186.52	61521		00097659	04/26/2018

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	V007477		Office Supplies						
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP042618	27.56	B61390-1		00097659	04/26/2018
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP042618	278.64	B61499-1		00097659	04/26/2018
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103550-6315 Office Supplies	AP042618	2.89	B61507-1		00097659	04/26/2018
				Check Total:	691.59				
MW OH	PACIFIC EMBROIDERY V008348	PLANNING UNIFORMS	102531-6360 Uniforms	AP042618	308.92	65463		00097660	04/26/2018
				Check Total:	308.92				
MW OH	PARS V006999	FEB ARS FEES	109595-6295 City Admin Services	AP042618	581.95	39952		00097661	04/26/2018
MW OH	PARS V006999	FEB PARS REP FEES	109595-6295 City Admin Services	AP042618	400.00	40015		00097661	04/26/2018
				Check Total:	981.95				
MW OH	PATRICKS' MUSIC SCHOOL V006887	SPRING INSTRUCTOR PAYMENT	104071-6060 Instructional Services	AP042618	231.40	SPRING 2018		00097663	04/26/2018
				Check Total:	231.40				
MW OH	PSYCHOLOGICAL V009259	OCT EMPLOYMENT PSYCH EXAM	101512-6099 Professional Services	AP042618	400.00	523099		00097664	04/26/2018
MW OH	PSYCHOLOGICAL V009259	MARCH EMPLOYMENT PSYCH EXAM	101512-6099 Professional Services	AP042618	400.00	523249		00097664	04/26/2018
				Check Total:	800.00				
MW OH	PUBLIC SAFETY ALLIANCE V009799	NARCO ON PATROL REG - LEMUS	613041-6250 Staff Training	AP042618	125.00	FL051618		00097665	04/26/2018
MW OH	PUBLIC SAFETY ALLIANCE V009799	NARCO ON PATROL REG - HERREN	613041-6250 Staff Training	AP042618	125.00	MH051618		00097665	04/26/2018
MW OH	PUBLIC SAFETY ALLIANCE	NARCO ON PATROL REG - KING	613041-6250	AP042618	125.00	ZK051618		00097665	04/26/2018

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	V009799		Staff Training						
				Check Total:	375.00				
MW OH	R H F INC V003206	RECERT/REPAIR NHTSA/IACP SPEC	103047-6137 Repair Maint/Equipment	AP042618	418.64	72469		00097666	04/26/2018
				Check Total:	418.64				
MW OH	RBI TRAFFIC INC V010707	FEB TRAFFIC ENGINEERING SVS	103550-6015 Engineering Services	AP042618	3,960.00	2113	P11241	00097667	04/26/2018
MW OH	RBI TRAFFIC INC V010707	FEB TRAFFIC ENGINEERING SVS	333552-6185 / 68009-6185 Construction Services	AP042618	240.00	2113	P11241	00097667	04/26/2018
MW OH	RBI TRAFFIC INC V010707	FEB CITYWIDE TRAFFIC SIGNAL	333552-6185 / 68005-6185 Construction Services	AP042618	960.00	2113	P11241	00097667	04/26/2018
MW OH	RBI TRAFFIC INC V010707	FEB TRAFFIC ENGINEERING SVS	333552-6185 / 68007-6185 Construction Services	AP042618	240.00	2113	P11241	00097667	04/26/2018
MW OH	RBI TRAFFIC INC V010707	FEB TRAFFIC ENGINEERING SVS	333552-6185 / 68003-6185 Construction Services	AP042618	720.00	2113	P11241	00097667	04/26/2018
MW OH	RBI TRAFFIC INC V010707	FEB TRAFFIC ENGINEERING SVS	333552-6185 / 68008-6185 Construction Services	AP042618	240.00	2113	P11241	00097667	04/26/2018
				Check Total:	6,360.00				
MW OH	REESE, STACY V009331	SPRING INSTRUCTOR PAYMENT	104071-6060 Instructional Services	AP042618	328.25	SPRING 2018		00097668	04/26/2018
				Check Total:	328.25				
MW OH	RIO HONDO COLLEGE V001894	FTO UPDATE REG - MARTINEZ	213041-6250 Staff Training	AP042618	30.00	AMRH057918		00097669	04/26/2018
				Check Total:	30.00				
MW OH	SABP REPROGRAPHICS V010152	PRINTING SVS - SIGNAL REPAIR	333554-6185 / 68005-6185 Construction Services	AP042618	17.67	225934		00097670	04/26/2018
				Check Total:	17.67				
MW OH	SPARKLETTS V000967	APRIL WHITTEN WATER SVS	104071-6301 Special Department Supplies	AP042618	92.42	15169979 040718		00097671	04/26/2018

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				Check Total:	92.42				
MW OH	SUBURBAN PROPANE V000971	PROPANE	103658-6345 Gasoline & Diesel Fuel	AP042618	8.67	250439		00097672	04/26/2018
MW OH	SUBURBAN PROPANE V000971	PROPANE	103658-6345 Gasoline & Diesel Fuel	AP042618	102.58	250746		00097672	04/26/2018
MW OH	SUBURBAN PROPANE V000971	PROPANE	103658-6345 Gasoline & Diesel Fuel	AP042618	80.33	250957		00097672	04/26/2018
MW OH	SUBURBAN PROPANE V000971	PROPANE	103658-6345 Gasoline & Diesel Fuel	AP042618	74.20	251121		00097672	04/26/2018
				Check Total:	265.78				
MW OH	TIME WARNER CABLE V004450	4/22-5/21 PD CABLE SVS	109595-6215 Telephone	AP042618	317.73	0052862041218		00097673	04/26/2018
MW OH	TIME WARNER CABLE V004450	4/25-5/24 WHITTEN CABLE SVS	109595-6215 Telephone	AP042618	1,224.69	0347700041518		00097673	04/26/2018
				Check Total:	1,542.42				
MW OH	TODD, LARRY V002103	SPRING INSTRUCTOR PAYMENT	104071-6060 Instructional Services	AP042618	1,152.00	SPRING 2018		00097674	04/26/2018
				Check Total:	1,152.00				
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 4/21 PD 4/27	0010-2126 Employee PARS/ARS W/H	AP042618	1,028.53	042718A		00097675	04/26/2018
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 4/21 PD 4/27	0010-2131 Employer PARS/ARS Payable	AP042618	1,028.53	042718A		00097675	04/26/2018
				Check Total:	2,057.06				
MW OH	VEGA JR., ANTONIA V007584	DEPOSIT REFUND - AGUIRRE	100000-4385 Facility Rental	AP042618	100.00	2002094.002		00097676	04/26/2018
				Check Total:	100.00				
MW OH	WAGONER, BEAU V009143	PD TRAINING MEALS	213041-6250 Staff Training	AP042618	400.00	BWS142518		00097677	04/26/2018
				Check Total:	400.00				

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MW OH	WAKIM, ANIS V010419	FRANCHISE TAX BOARD REFUND	100000-4101 Gross Receipts	AP042618	150.00	003019		00097678	04/26/2018
				Check Total:	150.00				
MW OH	WAXIE SANITARY SUPPLY V001132	JANITORIAL SUPPLIES	103654-6301 Special Department Supplies	AP042618	470.22	77388152		00097679	04/26/2018
				Check Total:	470.22				
MW OH	WEST COAST ARBORISTS V001124	INSIDEWALK/CURB RECONSTRUCTION	333552-6185 / 61017-6185 Construction Services	AP042618	2,500.00	133768		00097680	04/26/2018
				Check Total:	2,500.00				
MW OH	WESTERN TRANSIT V008280	MARCH SR. TRANSPORTATION	184071-6401 / 79538-6401 Community Programs	AP042618	3,610.88	2.2867	P11120	00097681	04/26/2018
MW OH	WESTERN TRANSIT V008280	MARCH SR. TRANSPORTATION	194315-6401 Community Programs	AP042618	902.72	2.2867	P11120	00097681	04/26/2018
				Check Total:	4,513.60				
MW OH	PLACENTIA, CITY OF V000778	APRIL DENTAL CLAIMS	395083-5130 Dental Claim	AP042718	6,554.10	040418-041818		00097682	04/26/2018
				Check Total:	6,554.10				
MW OH	TRINH, JAMIE V010591	DIRECTOR MTG MEALS	101512-6315 Office Supplies	AP042818	98.96	29842		00097683	04/26/2018
				Check Total:	98.96				
MW OH	CALIFORNIA STATE V004813	PE 04/21/18 PD 04/27/18	0010-2196 Garnishments W/H	PY18009	351.68	2700/1801009		00097684	04/30/2018
MW OH	CALIFORNIA STATE V004813	PE 04/21/18 PD 04/27/18	0037-2196 Garnishments W/H	PY18009	69.23	2700/1801009		00097684	04/30/2018
MW OH	CALIFORNIA STATE V004813	PE 04/21/18 PD 04/27/18	0029-2196 Garnishments W/H	PY18009	64.16	2700/1801009		00097684	04/30/2018
MW OH	CALIFORNIA STATE V004813	PE 04/21/18 PD 04/27/18	0048-2196 Garnishments W/H	PY18009	156.46	2700/1801009		00097684	04/30/2018
				Check Total:	641.53				

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MW OH	FRANCHISE TAX BOARD V000404	PE 04/21/18 PD 04/27/18	0010-2196 Garnishments W/H	PY18009	48.00	2710/1801009		00097685	04/30/2018
MW OH	FRANCHISE TAX BOARD V000404	PE 04/21/18 PD 04/27/18	0048-2196 Garnishments W/H	PY18009	6.00	2710/1801009		00097685	04/30/2018
MW OH	FRANCHISE TAX BOARD V000404	PE 04/21/18 PD 04/27/18	0029-2196 Garnishments W/H	PY18009	6.00	2710/1801009		00097685	04/30/2018
Check Total:					60.00				
MW OH	ORANGE COUNTY V000699	PE 04/21/18 PD 04/27/18	0010-2176 PCEA/OCEA Assoc Dues	PY18009	267.44	2610/1801009		00097686	04/30/2018
MW OH	ORANGE COUNTY V000699	PE 04/21/18 PD 04/27/18	0029-2176 PCEA/OCEA Assoc Dues	PY18009	6.73	2610/1801009		00097686	04/30/2018
MW OH	ORANGE COUNTY V000699	PE 04/21/18 PD 04/27/18	0037-2176 PCEA/OCEA Assoc Dues	PY18009	2.40	2610/1801009		00097686	04/30/2018
MW OH	ORANGE COUNTY V000699	PE 04/21/18 PD 04/27/18	0048-2176 PCEA/OCEA Assoc Dues	PY18009	21.65	2610/1801009		00097686	04/30/2018
Check Total:					298.22				
MW OH	PCEA C/O NORTH ORANGE V000679	PE 04/21/18 PD 04/27/18	0029-2176 PCEA/OCEA Assoc Dues	PY18009	0.70	2615/1801009		00097687	04/30/2018
MW OH	PCEA C/O NORTH ORANGE V000679	PE 04/21/18 PD 04/27/18	0048-2176 PCEA/OCEA Assoc Dues	PY18009	2.25	2615/1801009		00097687	04/30/2018
MW OH	PCEA C/O NORTH ORANGE V000679	PE 04/21/18 PD 04/27/18	0010-2176 PCEA/OCEA Assoc Dues	PY18009	27.80	2615/1801009		00097687	04/30/2018
MW OH	PCEA C/O NORTH ORANGE V000679	PE 04/21/18 PD 04/27/18	0037-2176 PCEA/OCEA Assoc Dues	PY18009	0.25	2615/1801009		00097687	04/30/2018
Check Total:					31.00				
MW OH	PLACENTIA POLICE V000839	PE 04/21/18 PD 04/27/18	0010-2180 Police Mgmt Assn Dues	PY18009	789.38	2625/1801009		00097688	04/30/2018
MW OH	PLACENTIA POLICE V000839	PE 04/21/18 PD 04/27/18	0021-2180 Police Mgmt Assn Dues	PY18009	14.76	2625/1801009		00097688	04/30/2018

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	804.14				
MW OH	PLACENTIA POLICE V003519	PE 04/21/18 PD 04/27/18	0010-2178 Placentia Police Assoc Dues	PY18009	2,180.89	2620/1801009		00097689	04/30/2018
MW OH	PLACENTIA POLICE V003519	PE 04/21/18 PD 04/27/18	0061-2178 Placentia Police Assoc Dues	PY18009	91.16	2620/1801009		00097689	04/30/2018
MW OH	PLACENTIA POLICE V003519	PE 04/21/18 PD 04/27/18	0021-2178 Placentia Police Assoc Dues	PY18009	33.39	2620/1801009		00097689	04/30/2018
				Check Total:	2,305.44				
MW OH	VANTAGEPOINT TRANSFER V007191	PE 04/21/18 PD 04/27/18	0029-2170 Deferred Comp Payable - ICMA	PY18009	59.82	2606/1801009		00097690	04/30/2018
MW OH	VANTAGEPOINT TRANSFER V007191	PE 04/21/18 PD 04/27/18	0054-2170 Deferred Comp Payable - ICMA	PY18009	33.34	2606/1801009		00097690	04/30/2018
MW OH	VANTAGEPOINT TRANSFER V007191	PE 04/21/18 PD 04/27/18	0010-2170 Deferred Comp Payable - ICMA	PY18009	2,712.36	2606/1801009		00097690	04/30/2018
MW OH	VANTAGEPOINT TRANSFER V007191	PE 04/21/18 PD 04/27/18	0048-2170 Deferred Comp Payable - ICMA	PY18009	149.97	2606/1801009		00097690	04/30/2018
MW OH	VANTAGEPOINT TRANSFER V007191	PE 04/21/18 PD 04/27/18	0037-2170 Deferred Comp Payable - ICMA	PY18009	21.09	2606/1801009		00097690	04/30/2018
				Check Total:	2,976.58				
MW OH	WANKE, CHAD P. V007435	ICSC CONF REIMBURSEMENT	101001-6245 Meetings & Conferences	AP050118	1,290.62	042418		00097691	05/01/2018
				Check Total:	1,290.62				
MW OH	ADMINSURE V004980	MARCH WORKER'S COMP ADMIN SV	004580-6025 Third Party Administration	AP050318	3,353.04	11064		00097692	05/03/2018
				Check Total:	3,353.04				
MW OH	ALL AMERICAN ASPHALT V000067	ADDITIONAL STRIPING WORK	333552-6185 / 61148-6185 Construction Services	AP050318	1,245.43	172945		00097693	05/03/2018
				Check Total:	1,245.43				
MW OH	AMERICAN PLANNING	APA MEMBERSHIP - LAMBERT	102531-6255	AP050318	574.00	122431-1841		00097694	05/03/2018

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000010		Dues & Memberships						
				Check Total:	574.00				
MW OH	ANTHEM LIFE INSURANCE V000046	MAY LIFE INSURANCE	103040-5110 Life Ins Allocation	AP050318	5.00	050118		00097695	05/03/2018
				Check Total:	5.00				
MW OH	AT&T V004144	MARCH-APRIL PHONE CHARGES	109595-6215 Telephone	AP050318	1,855.81	041218		00097696	05/03/2018
MW OH	AT&T V004144	MARCH-APRIL PHONE CHARGES	296561-6215 Telephone	AP050318	538.96	041218		00097696	05/03/2018
				Check Total:	2,394.77				
MW OH	AVANZADO, MANUEL S V010804	ADMIN CITATION REFUND	100000-4411 Administrative Citations	AP050318	154.55	111-41023-67		00097697	05/03/2018
				Check Total:	154.55				
MW OH	B & M LAWN & GARDEN V000127	SOLENOID	103658-6134 Vehicle Repair & Maintenance	AP050318	34.45	387085		00097698	05/03/2018
				Check Total:	34.45				
MW OH	BIGGS CARDOSA V010461	MARCH ENGINEERING SVS	333552-6185 / 61116-6185 Construction Services	AP050318	23,981.60	73760	P11141	00097699	05/03/2018
				Check Total:	23,981.60				
MW OH	CALMAT CO. V010007	ASPHALT	103652-6301 Special Department Supplies	AP050318	317.26	71778448		00097700	05/03/2018
				Check Total:	317.26				
MW OH	CBE V008124	3/20-4/19 COPIER OVERAGES	109595-6175 Office Equipment Rental	AP050318	135.05	IN2008755		00097701	05/03/2018
				Check Total:	135.05				
MW OH	CITY OF PLACENTIA V000773	CITY CLERK MTG REG - O'LEARY	101002-6245 Meetings & Conferences	AP050318	20.00	043018		00097702	05/03/2018
MW OH	CITY OF PLACENTIA V000773	CITY CLERK MTG REG - MELIA	101002-6245 Meetings & Conferences	AP050318	20.00	043018		00097702	05/03/2018

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	CITY OF PLACENTIA V000773	WORKSHOP SUPPLIES	102534-6245 Meetings & Conferences	AP050318	20.10	043018		00097702	05/03/2018
MW OH	CITY OF PLACENTIA V000773	INTERVIEW PANEL MEALS	101512-6301 Special Department Supplies	AP050318	23.24	043018		00097702	05/03/2018
Check Total:					83.34				
MW OH	EVERBANK COMMERCIAL V009592	MAY PRINTER MANAGEMENT SVS	109595-6137 Repair Maint/Equipment	AP050318	2,017.64	5225120	P11102	00097703	05/03/2018
Check Total:					2,017.64				
MW OH	FILLERS, JACOB V009181	PERS OVER DEDUCTION	0010-2140 Employee PERS W/H	AP050318	363.21	1701025		00097704	05/03/2018
Check Total:					363.21				
MW OH	GOLDEN STATE WATER V000928	FEB-APRIL WATER CHARGES	0010-1224 AR/City of Fullerton	AP050318	353.30	041818 GSW		00097705	05/03/2018
MW OH	GOLDEN STATE WATER V000928	FEB-APRIL WATER CHARGES	296561-6335 Water	AP050318	1,982.22	041818 GSW		00097705	05/03/2018
MW OH	GOLDEN STATE WATER V000928	FEB-APRIL WATER CHARGES	109595-6335 Water	AP050318	16,079.03	041818 GSW		00097705	05/03/2018
Check Total:					18,414.55				
MW OH	HDL COREN & CONE V001564	QUARTERLY PROPERTY TAX	102020-6099 Professional Services	AP050318	3,465.00	0025216-IN	P11092	00097706	05/03/2018
Check Total:					3,465.00				
MW OH	HF&H CONSULTANTS LLC V010575	MARCH ORGANICS NEGOTIATIONS	103550-6290 Dept. Contract Services	AP050318	912.50	9715452	P11172	00097707	05/03/2018
Check Total:					912.50				
MW OH	HIRSCH PIPE AND SUPPLY V004494	METER UNIT	103654-6130 Repair & Maint/Facilities	AP050318	189.53	5887019		00097708	05/03/2018
Check Total:					189.53				
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - REID	103043-6360 / 50100-6360 Uniforms	AP050318	183.15	700009750		00097709	05/03/2018

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - REID	103043-6360 / 50100-6360 Uniforms	AP050318	316.74	700009751		00097709	05/03/2018
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - POTTS	103041-6360 / 50040-6360 Uniforms	AP050318	88.34	700009899		00097709	05/03/2018
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - REINKER	103043-6360 / 50080-6360 Uniforms	AP050318	272.56	700009952		00097709	05/03/2018
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - MILLSAP	103041-6360 / 50040-6360 Uniforms	AP050318	155.15	700010109		00097709	05/03/2018
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - GOMEZ	103041-6360 / 50040-6360 Uniforms	AP050318	261.79	700010138		00097709	05/03/2018
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - ALCALA	103041-6360 / 50040-6360 Uniforms	AP050318	157.29	700010139		00097709	05/03/2018
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - MCINERNEY	103041-6360 / 50040-6360 Uniforms	AP050318	371.69	700010157		00097709	05/03/2018
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - VENTURA	103043-6360 / 50080-6360 Uniforms	AP050318	80.80	700010379		00097709	05/03/2018
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - MCELHINNEY	103040-6360 / 50040-6360 Uniforms	AP050318	203.64	700010393		00097709	05/03/2018
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - HURTADO	103047-6360 / 50045-6360 Uniforms	AP050318	204.70	700010670		00097709	05/03/2018
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS SHOULDER PATCHES	103047-6360 Uniforms	AP050318	142.76	700010838		00097709	05/03/2018
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS SHOULDER PATCHES	103043-6360 Uniforms	AP050318	285.55	700010838		00097709	05/03/2018
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS SHOULDER PATCHES	103042-6360 Uniforms	AP050318	142.76	700010838		00097709	05/03/2018
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS SHOULDER PATCHES	103040-6360 Uniforms	AP050318	142.76	700010838		00097709	05/03/2018
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS SHOULDER PATCHES	103041-6360 Uniforms	AP050318	428.32	700010838		00097709	05/03/2018

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - SERVIN	103043-6360 / 50100-6360 Uniforms	AP050318	86.20	700011087		00097709	05/03/2018
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - ANGEL	103041-6360 / 50040-6360 Uniforms	AP050318	505.29	700011375		00097709	05/03/2018
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - GARZA	103047-6360 / 50045-6360 Uniforms	AP050318	9.69	700011430		00097709	05/03/2018
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - WAGONER	103042-6360 / 50402-6360 Uniforms	AP050318	9.69	700011431		00097709	05/03/2018
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - PANTOJA	103042-6360 / 50072-6360 Uniforms	AP050318	6.47	700011494		00097709	05/03/2018
					Check Total:	4,055.34			
MW OH	KNOWLES-MCNIFF INC V000558	APRIL SOFTWARE MAINTENANCE	101523-6136 Software Maintenance	AP050318	3,496.50	INV91144	P11086	00097710	05/03/2018
					Check Total:	3,496.50			
MW OH	KOA CORPORATION V006654	FEB-APRIL GENERAL PLAN TS	332531-6017 / 61086-6017 Special Studies	AP050318	3,700.00	JB73145-4	P11262	00097711	05/03/2018
					Check Total:	3,700.00			
MW OH	LEHR AUTO V009930	INSTALL PLATE FOR LPR	213041-6840 Machinery & Equipment	AP050318	1,120.19	SI13563		00097712	05/03/2018
					Check Total:	1,120.19			
MW OH	MARLOW WHITE UNIFORMS V009348	HONOR GUARD UNIFORMS	103041-6360 Uniforms	AP050318	762.50	INV803817		00097713	05/03/2018
					Check Total:	762.50			
MW OH	MARTINEZ, JOHN V010060	PD TRAINING	213041-6250 Staff Training	AP050318	23.09	JM05/1018		00097714	05/03/2018
					Check Total:	23.09			
MW OH	MC FADDEN-DALE V000635	FACILITY REPAIR SUPPLIES	103654-6130 Repair & Maint/Facilities	AP050318	36.48	326000/5		00097715	05/03/2018
					Check Total:	36.48			

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	MTL CONSTRUCTION V010077	LAMINATE COUNTERTOPS	103654-6130 Repair & Maint/Facilities	AP050318	690.00	18-COP-01		00097716	05/03/2018
				Check Total:	690.00				
MW OH	NICHOLS CONSULTING V009681	SB90 CONSULTING SVS	103040-6290 Dept. Contract Services	AP050318	500.00	2018-9830101-02		00097717	05/03/2018
				Check Total:	500.00				
MW OH	OC DEPT OF EDUCATION V010806	TARGET SCHOOL TRAINING REG	213041-6250 Staff Training	AP050318	10.00	JMOC051018		00097718	05/03/2018
				Check Total:	10.00				
MW OH	OFFICE DEPOT V010447	CREDENZA	101512-6315 Office Supplies	AP050318	158.78	937018892001		00097719	05/03/2018
				Check Total:	158.78				
MW OH	OFFICE INDUSTRIES V007477	RECYCLED PAPER	109595-6315 Office Supplies	AP050318	186.52	61556		00097720	05/03/2018
MW OH	OFFICE INDUSTRIES V007477	CALCULATOR	102020-6315 Office Supplies	AP050318	208.35	61567		00097720	05/03/2018
				Check Total:	394.87				
MW OH	ORANGE COUNTY V007306	MARCH PARKING CITATIONS	0044-2038 Parking Fines	AP050318	10,775.00	042618		00097721	05/03/2018
				Check Total:	10,775.00				
MW OH	PARKHOUSE TIRE INC V004472	TIRES	103658-6134 Vehicle Repair & Maintenance	AP050318	200.75	1020193806		00097722	05/03/2018
MW OH	PARKHOUSE TIRE INC V004472	TIRES	103658-6134 Vehicle Repair & Maintenance	AP050318	181.16	1020194886		00097722	05/03/2018
				Check Total:	381.91				
MW OH	PLACENTIA CHAMBER OF V000772	CHAMBER BREAKFAST REG	103040-6245 Meetings & Conferences	AP050318	150.00	10708		00097723	05/03/2018
				Check Total:	150.00				
MW OH	PLACENTIA YORBA LINDA	BUDGET PRINTING	102020-6230	AP050318	120.05	810748		00097724	05/03/2018

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000794		Printing & Binding						
MW OH	PLACENTIA YORBA LINDA V000794	ENVELOPE PRINTING	109595-6230 Printing & Binding	AP050318	409.05	810748		00097724	05/03/2018
				Check Total:	529.10				
MW OH	PLANNING DIRECTORS OF V009203	PDAOC MEMBERSHIP - LAMBERT	102531-6255 Dues & Memberships	AP050318	125.00	2018-02		00097725	05/03/2018
				Check Total:	125.00				
MW OH	PRINCIPAL FINANCIAL V000844	APRIL LIFE INSURANCE PREMIUMS	102531-5163 Life Insurance Premiums	AP050318	136.97	124123812000-00		00097726	05/03/2018
MW OH	PRINCIPAL FINANCIAL V000844	APRIL LIFE INSURANCE PREMIUMS	103550-5001 Salaries/Full-Time Regular	AP050318	136.28	124123812000-00		00097726	05/03/2018
MW OH	PRINCIPAL FINANCIAL V000844	APRIL LIFE INSURANCE PREMIUMS	103040-5163 Life Insurance Premiums	AP050318	103.13	124123812000-00		00097726	05/03/2018
MW OH	PRINCIPAL FINANCIAL V000844	APRIL LIFE INSURANCE PREMIUMS	395083-5163 Life Insurance Premiums	AP050318	528.68	124123812000-00		00097726	05/03/2018
MW OH	PRINCIPAL FINANCIAL V000844	APRIL LIFE INSURANCE PREMIUMS	104070-5163 Life Insurance Premiums	AP050318	114.14	124123812000-00		00097726	05/03/2018
				Check Total:	1,019.20				
MW OH	PSYCHOLOGICAL V009259	4/16 EMPLOYMENT PSYCH EXAM	101512-6099 Professional Services	AP050318	400.00	523273		00097727	05/03/2018
				Check Total:	400.00				
MW OH	SA AQUATICS V002842	MARCH FOUNTAIN MAINT	0010-1220 Accts Rec/Plac Library Dist	AP050318	142.50	204803		00097728	05/03/2018
MW OH	SA AQUATICS V002842	MARCH FOUNTAIN MAINT	103654-6290 Dept. Contract Services	AP050318	142.50	204803		00097728	05/03/2018
				Check Total:	285.00				
MW OH	SAFETY-KLEEN CORP V000959	PARTS CLEANER	103658-6137 Repair Maint/Equipment	AP050318	281.58	76287315		00097729	05/03/2018
				Check Total:	281.58				

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MW OH	SANTIAGO ROOFING V001614	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP050318	100.00	30-18-191		00097730	05/03/2018
MW OH	SANTIAGO ROOFING V001614	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP050318	100.00	30-18-193		00097730	05/03/2018
Check Total:					200.00				
MW OH	SCI CONSULTING GROUP V009433	CONSULTANT EXPENSES	103550-6017 Special Studies	AP050318	536.68	C7526		00097731	05/03/2018
MW OH	SCI CONSULTING GROUP V009433	DEVELOPE IMPACT FEES NEXUS	103550-6017 Special Studies	AP050318	452.85	C7527		00097731	05/03/2018
Check Total:					989.53				
MW OH	SILVER & WRIGHT LLP V009853	MARCH LEGAL SERVICES	101005-6299 / 45055-6299 Other Purchased Services	AP050318	543.40	23545		00097732	05/03/2018
Check Total:					543.40				
MW OH	SOUTHERN CALIFORNIA V000910	MARCH-APR ELECTRICAL CHARGES	0010-1226 AR/City of Yorba Linda	AP050318	99.56	041718		00097733	05/03/2018
MW OH	SOUTHERN CALIFORNIA V000910	MARCH-APR ELECTRICAL CHARGES	109595-6330 Electricity	AP050318	9,419.43	041718		00097733	05/03/2018
MW OH	SOUTHERN CALIFORNIA V000910	MARCH-APR ELECTRICAL CHARGES	296561-6330 Electricity	AP050318	1,464.24	041718		00097733	05/03/2018
Check Total:					10,983.23				
MW OH	SPARKLETTTS V000967	APRIL WATER, COFFEE SVS	109595-6301 Special Department Supplies	AP050318	2,912.74	4106122 041718		00097734	05/03/2018
Check Total:					2,912.74				
MW OH	SUBURBAN PROPANE V000971	PROPANE	103658-6345 Gasoline & Diesel Fuel	AP050318	76.30	251230		00097735	05/03/2018
Check Total:					76.30				
MW OH	TIME WARNER CABLE V004450	MAY PD CABLE CHARGES	109595-6215 Telephone	AP050318	133.62	0421042042218		00097736	05/03/2018
MW OH	TIME WARNER CABLE	MAY 10MB FIBER CHARGES	109595-6215	AP050318	1,327.64	335200042118		00097736	05/03/2018

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V004450		Telephone						
				Check Total:	1,461.26				
MW OH	TOM DODSON & ASSOCIATES V009472	MARCH CEQA SUPPORT SVS	332531-6017 / 61086-6017 Special Studies	AP050318	1,950.00	PLA88 18-2	P11198	00097737	05/03/2018
				Check Total:	1,950.00				
MW OH	US BANK PARS #6746022400 V008781	P/E 4/21 PD 5/1 - J. THOMAS	0010-2126 Employee PARS/ARS W/H	AP050318	27.00	050118A		00097738	05/03/2018
MW OH	US BANK PARS #6746022400 V008781	P/E 4/21 PD 5/1 - J. THOMAS	0010-2131 Employer PARS/ARS Payable	AP050318	27.00	050118A		00097738	05/03/2018
				Check Total:	54.00				
MW OH	US HEALTH WORKS MEDICARE V010805	EMPLOYEE DRUG SCREENING	101512-6099 Professional Services	AP050318	125.00	0777157-WA		00097739	05/03/2018
				Check Total:	125.00				
MW OH	VERIZON WIRELESS V008735	3/21-4/20 PD AIRCARDS	109595-6215 Telephone	AP050318	1,437.93	9805735214		00097740	05/03/2018
MW OH	VERIZON WIRELESS V008735	3/21-4/1 CA IPAD CHARGES	109595-6215 Telephone	AP050318	38.01	9805735215		00097740	05/03/2018
MW OH	VERIZON WIRELESS V008735	3/21-4/20 COUNCIL IPAD CHARGES	109595-6215 Telephone	AP050318	106.92	9805735216		00097740	05/03/2018
MW OH	VERIZON WIRELESS V008735	3/21-4/20 PUMP STATION INTERNE	0010-1232 Accts Rec/City of Anaheim	AP050318	19.01	9805740309		00097740	05/03/2018
MW OH	VERIZON WIRELESS V008735	3/21-4/20 PUMP STATION INTERNE	109595-6215 / 61139-6215 Telephone	AP050318	19.00	9805740309		00097740	05/03/2018
				Check Total:	1,620.87				
MW OH	VIVANT SOLAR V010630	80% BLDG PERMIT REFUND	100000-4160 Building Permits	AP050318	197.47	B18-0527		00097741	05/03/2018
MW OH	VIVANT SOLAR V010630	80% BLDG PERMIT REFUND	100000-4164 Electrical Permits	AP050318	47.74	B18-0527		00097741	05/03/2018
				Check Total:	245.21				

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MW OH	WELLS FARGO BANK NA V010035	GAS TAX BOND PAYMENT	0052-1150 Cash w/Fiscal Agent	AP050318	365,027.28 041318		00097742	05/03/2018
					Check Total:	365,027.28		
MW OH	WEX BANK V007269	PD FLEET GASOLINE	103658-6345 Gasoline & Diesel Fuel	AP050318	998.58 54017065		00097743	05/03/2018
					Check Total:	998.58		
MW OH	WILLDAN FINANCIAL V005723	ARBITRAGE REBATE SERVICES	102020-6099 Professional Services	AP050318	1,300.00 010-37824		00097744	05/03/2018
					Check Total:	1,300.00		
MW OH	XCS DOCUMENT V006561	PRINTING SERVICES	484356-6301 Special Department Supplies	AP050318	150.00 113638		00097745	05/03/2018
MW OH	XCS DOCUMENT V006561	PRINTING SERVICES	484356-6301 Special Department Supplies	AP050318	150.00 114852		00097745	05/03/2018
					Check Total:	300.00		
MW OH	CALIFORNIA STATE V004813	PE 04/21/18 PD 05/01/18	0010-2196 Garnishments W/H	PY18909	92.30 2700/1801909		00097746	05/01/2018
					Check Total:	92.30		
					Type Total:	648,809.13		
					Check Total:	648,809.13		

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Ref #	Ref Date
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Grand Total: 562,849.33

EDR Totals by ID

AP	0.00
EP	562,849.33
IP	0.00
OP	0.00

Fund Name	<u>EDR Totals by Fund</u>
101-General Fund (0010)	229,780.79
208-Scssr Agency Ret Oblg (0054)	1,566.32
211-PEG Fund (0058)	273.36
225-Asset Seizure (0021)	1,919.50
228-NOC-Public Safety Grant(0061)	4,297.37
265-Landscape Maintenance (0029)	1,550.82
275-Sewer Maintenance (0048)	6,651.04
501-Refuse Administration (0037)	1,668.67
601-Employee Health & Wifre (0039)	314,837.09
701-Special Deposits (0044)	304.37

Void Total: 0.00
EDR Total: 562,849.33

Electronic Disbursement Sub Totals: 562,849.33

ACH Payroll Direct Deposit for 05/11/18: 320,258.53

Electronic Disbursement Total: 883,107.86

Funds will be transferred from the Cash Basis Fund as needed to fund the warrants included on this warrant register

City of Placentia
Electronic Disbursement Register
For 05/10/2018

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	BANK OF AMERICA V008741	SR CENTER BINGO PRIZES	0044-2064 Senior Advisory Committee	ACH043018	151.93	MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	SR CENTER SUPPLIES	0044-2064 Senior Advisory Committee	ACH043018	14.98	MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	COUNCIL SUPPLIES	101001-6245 Meetings & Conferences	ACH043018	95.50	MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	COUNCIL SUPPLIES	101001-6245 Meetings & Conferences	ACH043018	61.42	MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	STATE OF OC REG - SHADER	101001-6245 Meetings & Conferences	ACH043018	75.00	MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	COUNCIL SUPPLIES	101001-6245 Meetings & Conferences	ACH043018	187.48	MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	COUNCIL SUPPLIES	101001-6245 Meetings & Conferences	ACH043018	113.30	MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	COUNCIL SUPPLIES	101001-6245 Meetings & Conferences	ACH043018	52.80	MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	SYMPATHY FLOWERS	101001-6301 Special Department Supplies	ACH043018	62.46	MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	CMTA CONF REG - LARSON	101003-6245 Meetings & Conferences	ACH043018	350.00	MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	CMTA CONF AIRFARE - LARSON	101003-6245 Meetings & Conferences	ACH043018	182.59	MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	PD/CM MANAGER HOTEL - ARRULA	101511-6245 Meetings & Conferences	ACH043018	204.05	MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	BUSINESS MEETING LUNCH	101511-6245 Meetings & Conferences	ACH043018	70.29	MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	MEDIATION MTG PARKING	101511-6245 Meetings & Conferences	ACH043018	15.00	MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	BUSINESS MEETING LUNCH	101511-6245 Meetings & Conferences	ACH043018	56.83	MARCH 18		00010552	04/30/2018

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	BANK OF AMERICA V008741	BUSINESS MEETING LUNCH	101511-6245 Meetings & Conferences	ACH043018	121.46	MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	BUSINESS MEETING BREAKFAST	101511-6245 Meetings & Conferences	ACH043018	37.03	MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	BUSINESS MEETING LUNCH	101511-6245 Meetings & Conferences	ACH043018	53.83	MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	OCCMA MEETING REG - ORTEGA	101511-6245 Meetings & Conferences	ACH043018	52.00	MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	BUSINESS MEETING LUNCH	101511-6245 Meetings & Conferences	ACH043018	50.26	MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	101511-6315 Office Supplies	ACH043018	33.69	MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	101511-6315 Office Supplies	ACH043018	15.29	MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	MMASC MEMBERSHIP - VERA	101512-6255 Dues & Memberships	ACH043018	85.00	MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	INTERVIEW PANEL SUPPLIES	101512-6301 Special Department Supplies	ACH043018	68.95	MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	INTERVIEW PANEL SUPPLIES	101512-6301 Special Department Supplies	ACH043018	86.90	MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	INTERVIEW PANEL SUPPLIES	101512-6301 Special Department Supplies	ACH043018	32.06	MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	MARCH BIRTHDAY SUPPLIES	101512-6301 Special Department Supplies	ACH043018	17.34	MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	INTERVIEW PANEL SUPPLIES	101512-6301 Special Department Supplies	ACH043018	21.72	MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	INTERVIEW PANEL SUPPLIES	101512-6301 Special Department Supplies	ACH043018	19.45	MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	MARCH BIRTHDAY SUPPLIES	101512-6301 Special Department Supplies	ACH043018	57.04	MARCH 18		00010552	04/30/2018

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Ref #	Ref Date
EP	BANK OF AMERICA V008741	PW TRAINING MEALS	101512-6301 Special Department Supplies	ACH043018	65.73 MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	BATTERIES	101523-6301 Special Department Supplies	ACH043018	19.36 MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	101523-6840 Machinery & Equipment	ACH043018	76.54 MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	USB CABLES	101523-6840 Machinery & Equipment	ACH043018	32.59 MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	CSMFO MTG REG - REYNOLDS	102020-6245 Meetings & Conferences	ACH043018	30.00 MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	CSMFO MTG REG - CHAO	102020-6245 Meetings & Conferences	ACH043018	30.00 MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	CSMFO MEMBERSHIP - CHAO	102020-6255 Dues & Memberships	ACH043018	110.00 MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	CSMFO MEMBERSHIP - WONG	102020-6255 Dues & Memberships	ACH043018	110.00 MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	BLDG PERMIT TECH BOOK	102532-6320 Books & Periodicals	ACH043018	209.00 MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	AF TRAINING CAR SRV KENNICUTT	103040-6250 Staff Training	ACH043018	53.00 MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	AF TRAINING HOTEL - KENNICUTT	103040-6250 Staff Training	ACH043018	251.60 MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	PSB SUPPLIES	103040-6301 Special Department Supplies	ACH043018	79.03 MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	SHIPPING CHARGES	103040-6325 Postage	ACH043018	6.83 MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	HOLSTER FOR CHIEF	103040-6360 Uniforms	ACH043018	56.83 MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	PD UNIFORM - POINT	103040-6360 Uniforms	ACH043018	15.06 MARCH 18		00010552	04/30/2018

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Ref #	Ref Date
EP	BANK OF AMERICA V008741	MCV INTERNET SERVICE	103041-6301 Special Department Supplies	ACH043018	77.99 MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	PD BRIEFING ROOM SUPPLIES	103041-6301 Special Department Supplies	ACH043018	75.00 MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	MCV INTERNET SERVICE	103041-6301 Special Department Supplies	ACH043018	77.99 MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	PD BRIEFING ROOM SUPPLIES	103041-6301 Special Department Supplies	ACH043018	75.00 MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	BATTERIES	103041-6301 / 50040-6301 Special Department Supplies	ACH043018	136.47 MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	PD BRIEFING ROOM SUPPLIES	103041-6301 Special Department Supplies	ACH043018	75.00 MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	HONOR GUARD GLOVES	103041-6360 Uniforms	ACH043018	51.68 MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	DISPATCH SUPPLIES	103043-6301 Special Department Supplies	ACH043018	16.00 MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	CAMERA MOUNT FOR 116 LA JOLLA	103043-6301 Special Department Supplies	ACH043018	13.98 MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	WIPES FOR JAIL	103043-6301 / 50085-6301 Special Department Supplies	ACH043018	21.88 MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	JAIL BLANKETS	103043-6301 / 50085-6301 Special Department Supplies	ACH043018	200.19 MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	EVIDENCE COLLECTION SUPPLIES	103043-6301 / 50100-6301 Special Department Supplies	ACH043018	823.58 MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	BATTERIES FOR PD	103043-6301 / 50100-6301 Special Department Supplies	ACH043018	109.07 MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	PACKAGING SUPPLIES FOR PD	103043-6301 / 50100-6301 Special Department Supplies	ACH043018	990.77 MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	BAGS, CD CASES FOR PD	103043-6301 / 50100-6301 Special Department Supplies	ACH043018	509.54 MARCH 18		00010552	04/30/2018

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	BANK OF AMERICA V008741	PARKING RECORD DIST BOUNDRY	103550-6245 Meetings & Conferences	ACH043018	3.00	MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	PARKING - MEDIATION HEARING	103550-6245 Meetings & Conferences	ACH043018	7.50	MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	ALL AMERICAN CITY SIGN	103652-6310 Street Signs	ACH043018	305.19	MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	RETAINIER FOR FLAG POLE	103654-6301 Special Department Supplies	ACH043018	104.17	MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	RESTROOM REPAIR SUPPLIES	103654-6301 Special Department Supplies	ACH043018	31.73	MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	FACILITIES SUPPLIES	103654-6301 Special Department Supplies	ACH043018	9.55	MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	FACILITIES SUPPLIES	103654-6301 Special Department Supplies	ACH043018	64.87	MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	FACILITIES SUPPLIES	103654-6301 Special Department Supplies	ACH043018	18.97	MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	RESTROOM REPAIR SUPPLIES	103654-6301 Special Department Supplies	ACH043018	85.21	MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	CREDIT - BATTERIES	103654-6301 Special Department Supplies	ACH043018	-6.99	MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	CITY HALL LOBBY TILES	103654-6301 Special Department Supplies	ACH043018	14.59	MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	VEHCILE REPAIR SERVICES	103658-6134 Vehicle Repair & Maintenance	ACH043018	47.50	MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	STRUT MOUNTS & BEARINGS	103658-6134 Vehicle Repair & Maintenance	ACH043018	57.00	MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	FACT GRANT CONF REG GONZALEZ	104070-6245 Meetings & Conferences	ACH043018	75.00	MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	CPRS CONF MEALS - GONZALEZ	104070-6245 Meetings & Conferences	ACH043018	38.00	MARCH 18		00010552	04/30/2018

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Ref #	Ref Date
EP	BANK OF AMERICA V008741	CPRS CONF PARKING - BRAND	104070-6245 Meetings & Conferences	ACH043018	15.00 MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	CPRS CONF PARKING - BRAND	104070-6245 Meetings & Conferences	ACH043018	15.00 MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	CPRS CONF STAFF MEALS	104070-6245 Meetings & Conferences	ACH043018	93.67 MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	CPRS CONF STAFF MEALS	104070-6245 Meetings & Conferences	ACH043018	63.39 MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	ARROYO VERDE DESIGN SUPPLIES	104070-6301 Special Department Supplies	ACH043018	77.35 MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	SHIPPING CHARGES - AAC APP	104070-6325 Postage	ACH043018	10.15 MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	CPRP APPLICATION & TEST FEE	104071-6250 Staff Training	ACH043018	265.00 MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	EASTER EVENT SUPPLIES	104071-6301 Special Department Supplies	ACH043018	30.47 MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	COMMODITIES DIST SUPPLIES	104077-6301 Special Department Supplies	ACH043018	51.69 MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	SPRING FUN DAY SUPPLIES	104077-6301 Special Department Supplies	ACH043018	26.11 MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	SPRING FUN DAY SUPPLIES	104077-6301 Special Department Supplies	ACH043018	81.70 MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	GOOD JOB RECOGNITION AWARD	109595-6301 Special Department Supplies	ACH043018	25.00 MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	BROWN BAG SUPPLIES	109595-6301 Special Department Supplies	ACH043018	102.93 MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	BROWN BAG MEALS	109595-6301 Special Department Supplies	ACH043018	258.06 MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	SR CENTER SUPPLIES	0044-2064 Senior Advisory Committee	ACH043018	137.46 MARCH 18		00010552	04/30/2018

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	BANK OF AMERICA V008741	BROWN BAG MEALS	109595-6301 Special Department Supplies	ACH043018	154.44	MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	TABLE FOR COUNCIL CHAMBERS	581573-6301 Special Department Supplies	ACH043018	244.32	MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	MEETING SUPPLIES	109595-6301 Special Department Supplies	ACH043018	80.89	MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	PD TRAINING REG - MILLSAP	213041-6250 Staff Training	ACH043018	75.00	MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	CHIEF/CA CONF HOTEL - LENYI	213041-6250 Staff Training	ACH043018	204.05	MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	PD TRAINING REG - GARZA	213041-6250 Staff Training	ACH043018	75.00	MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	CREDIT - PD TRAINING REG	213041-6250 Staff Training	ACH043018	-75.00	MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	PD MGMT HOTEL - MCELHINNEY	213041-6250 Staff Training	ACH043018	540.96	MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	AF TRAINING REG - KENNICUTT	213041-6250 Staff Training	ACH043018	147.00	MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	PD TRAINING REG - POINT	213041-6250 Staff Training	ACH043018	70.00	MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	CREDIT AF TRAINING - MENELY	213041-6250 Staff Training	ACH043018	-49.00	MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	PANDORA SUBSCRIPTION	581573-6290 Dept. Contract Services	ACH043018	29.04	MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	TABLE FOR COUNCIL CHAMBERS	581573-6301 Special Department Supplies	ACH043018	244.32	MARCH 18		00010552	04/30/2018
EP	BANK OF AMERICA V008741	CREDIT - TABLE	581573-6301 Special Department Supplies	ACH043018	-244.32	MARCH 18		00010552	04/30/2018
Check Total:					10,450.33				
EP	AMERICAN FIDELITY	P/E 4/21/18 PD 4/27/18	0010-2188	ACH042718	557.19	042718A		00010553	04/30/2018

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Ref #	Ref Date
	V010011		Health Care SSA					
EP	AMERICAN FIDELITY V010011	P/E 4/21/18 PD 4/27/18	0010-2190 Dependent Care SSA	ACH042718	56.25 042718A		00010553	04/30/2018
EP	AMERICAN FIDELITY V010011	P/E 4/21/18 PD 4/27/18	0029-2188 Health Care SSA	ACH042718	8.54 042718A		00010553	04/30/2018
EP	AMERICAN FIDELITY V010011	P/E 4/21/18 PD 4/27/18	0029-2190 Dependent Care SSA	ACH042718	12.50 042718A		00010553	04/30/2018
EP	AMERICAN FIDELITY V010011	P/E 4/21/18 PD 4/27/18	0010-2155 Per Sec Plan - Opt. Life	ACH042718	35.10 042718A		00010553	04/30/2018
EP	AMERICAN FIDELITY V010011	P/E 4/21/18 PD 4/27/18	0037-2188 Health Care SSA	ACH042718	11.74 042718A		00010553	04/30/2018
EP	AMERICAN FIDELITY V010011	P/E 4/21/18 PD 4/27/18	395000-2187 Voluntary Plan Life	ACH042718	476.54 042718A		00010553	04/30/2018
EP	AMERICAN FIDELITY V010011	P/E 4/21/18 PD 4/27/18	0037-2190 Dependent Care SSA	ACH042718	18.75 042718A		00010553	04/30/2018
EP	AMERICAN FIDELITY V010011	P/E 4/21/18 PD 4/27/18	0048-2188 Health Care SSA	ACH042718	11.26 042718A		00010553	04/30/2018
EP	AMERICAN FIDELITY V010011	P/E 4/21/18 PD 4/27/18	0048-2190 Dependent Care SSA	ACH042718	37.50 042718A		00010553	04/30/2018
EP	AMERICAN FIDELITY V010011	P/E 4/21/18 PD 4/27/18	0054-2188 Health Care SSA	ACH042718	16.25 042718A		00010553	04/30/2018
Check Total:					1,241.62			
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/21 PD 4/27	0010-2145 Employee PERS Payback W/H	ACH042718	227.21 042718A		00010554	04/30/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/21 PD 4/27	0010-2150 Survivor Benefit Package	ACH042718	103.72 042718A		00010554	04/30/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/21 PD 4/27	0010-2165 PERS Employer Payable	ACH042718	262.58 042718A		00010554	04/30/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/21 PD 4/27	0010-2195 PERS Uniform	ACH042718	22.24 042718A		00010554	04/30/2018

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/21 PD 4/27	0021-2140 Employee PERS W/H	ACH042718	222.33	042718A		00010554	04/30/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/21 PD 4/27	0021-2150 Survivor Benefit Package	ACH042718	0.52	042718A		00010554	04/30/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/21 PD 4/27	0010-2140 Employee PERS W/H	ACH042718	142,989.83	042718A		00010554	04/30/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/21 PD 4/27	0021-2195 PERS Uniform	ACH042718	0.24	042718A		00010554	04/30/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/21 PD 4/27	395083-5145 Retirement PERS	ACH042718	-81,858.29	042718A		00010554	04/30/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/21 PD 4/27	0029-2140 Employee PERS W/H	ACH042718	829.50	042718A		00010554	04/30/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/21 PD 4/27	0029-2145 Employee PERS Payback W/H	ACH042718	7.30	042718A		00010554	04/30/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/21 PD 4/27	0029-2150 Survivor Benefit Package	ACH042718	1.12	042718A		00010554	04/30/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/21 PD 4/27	0029-2195 PERS Uniform	ACH042718	0.30	042718A		00010554	04/30/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/21 PD 4/27	0037-2140 Employee PERS W/H	ACH042718	861.62	042718A		00010554	04/30/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/21 PD 4/27	0037-2145 Employee PERS Payback W/H	ACH042718	4.13	042718A		00010554	04/30/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/21 PD 4/27	0037-2150 Survivor Benefit Package	ACH042718	1.01	042718A		00010554	04/30/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/21 PD 4/27	0048-2140 Employee PERS W/H	ACH042718	3,777.16	042718A		00010554	04/30/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/21 PD 4/27	0048-2145 Employee PERS Payback W/H	ACH042718	7.30	042718A		00010554	04/30/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/21 PD 4/27	0048-2150 Survivor Benefit Package	ACH042718	4.45	042718A		00010554	04/30/2018

City of Placentia
Electronic Disbursement Register
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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Ref #	Ref Date
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/21 PD 4/27	0048-2195 PERS Uniform	ACH042718	1.47 042718A		00010554	04/30/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/21 PD 4/27	0054-2140 Employee PERS W/H	ACH042718	675.79 042718A		00010554	04/30/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/21 PD 4/27	0054-2150 Survivor Benefit Package	ACH042718	0.69 042718A		00010554	04/30/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/21 PD 4/27	0061-2140 Employee PERS W/H	ACH042718	3,239.57 042718A		00010554	04/30/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/21 PD 4/27	0061-2150 Survivor Benefit Package	ACH042718	1.02 042718A		00010554	04/30/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/21 PD 4/27	0061-2195 PERS Uniform	ACH042718	0.55 042718A		00010554	04/30/2018
Check Total:					71,383.36			
EP	EMPLOYMENT V010052	2018 1ST QTR SALES TAX	0010-2135 Calif Income Tax W/H	ACH042718	2,694.00 010118-033118		00010555	04/30/2018
EP	EMPLOYMENT V010052	STATE TAX P/E 4/21 PD 4/27	0010-2135 Calif Income Tax W/H	ACH042718	13,993.50 042718A		00010555	04/30/2018
EP	EMPLOYMENT V010052	STATE TAX P/E 4/21 PD 4/27	0021-2135 Calif Income Tax W/H	ACH042718	144.30 042718A		00010555	04/30/2018
EP	EMPLOYMENT V010052	STATE TAX P/E 4/21 PD 4/27	0061-2135 Calif Income Tax W/H	ACH042718	130.74 042718A		00010555	04/30/2018
EP	EMPLOYMENT V010052	STATE TAX P/E 4/21 PD 4/27	0029-2135 Calif Income Tax W/H	ACH042718	129.66 042718A		00010555	04/30/2018
EP	EMPLOYMENT V010052	STATE TAX P/E 4/21 PD 4/27	0037-2135 Calif Income Tax W/H	ACH042718	166.82 042718A		00010555	04/30/2018
EP	EMPLOYMENT V010052	STATE TAX P/E 4/21 PD 4/27	0048-2135 Calif Income Tax W/H	ACH042718	524.79 042718A		00010555	04/30/2018
EP	EMPLOYMENT V010052	STATE TAX P/E 4/21 PD 4/27	0054-2135 Calif Income Tax W/H	ACH042718	193.76 042718A		00010555	04/30/2018
Check Total:					17,977.57			

City of Placentia
Electronic Disbursement Register
For 05/10/2018

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Ref #	Ref Date
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/21 PD 4/27	0010-2115 Employee Medicare W/H	ACH042718	5,473.65 042718A		00010556	04/30/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/21 PD 4/27	0010-2120 Employer Medicare Payable	ACH042718	5,473.65 042718A		00010556	04/30/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/21 PD 4/27	0021-2110 Federal Income Tax W/H	ACH042718	332.60 042718A		00010556	04/30/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/21 PD 4/27	0021-2115 Employee Medicare W/H	ACH042718	45.67 042718A		00010556	04/30/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/21 PD 4/27	0021-2120 Employer Medicare Payable	ACH042718	45.67 042718A		00010556	04/30/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/21 PD 4/27	0029-2110 Federal Income Tax W/H	ACH042718	346.29 042718A		00010556	04/30/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/21 PD 4/27	0029-2115 Employee Medicare W/H	ACH042718	51.43 042718A		00010556	04/30/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/21 PD 4/27	0029-2120 Employer Medicare Payable	ACH042718	51.43 042718A		00010556	04/30/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/21 PD 4/27	0037-2110 Federal Income Tax W/H	ACH042718	426.53 042718A		00010556	04/30/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/21 PD 4/27	0037-2115 Employee Medicare W/H	ACH042718	56.41 042718A		00010556	04/30/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/21 PD 4/27	0037-2120 Employer Medicare Payable	ACH042718	56.41 042718A		00010556	04/30/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/21 PD 4/27	0048-2110 Federal Income Tax W/H	ACH042718	1,332.07 042718A		00010556	04/30/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/21 PD 4/27	0048-2115 Employee Medicare W/H	ACH042718	189.14 042718A		00010556	04/30/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/21 PD 4/27	0048-2120 Employer Medicare Payable	ACH042718	189.14 042718A		00010556	04/30/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/21 PD 4/27	0054-2110 Federal Income Tax W/H	ACH042718	460.80 042718A		00010556	04/30/2018

City of Placentia
Electronic Disbursement Register
For 05/10/2018

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/21 PD 4/27	0010-2110 Federal Income Tax W/H	ACH042718	36,824.53	042718A		00010556	04/30/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/21 PD 4/27	0054-2115 Employee Medicare W/H	ACH042718	57.89	042718A		00010556	04/30/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/21 PD 4/27	0061-2120 Employer Medicare Payable	ACH042718	64.52	042718A		00010556	04/30/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/21 PD 4/27	0054-2120 Employer Medicare Payable	ACH042718	57.89	042718A		00010556	04/30/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/21 PD 4/27	0061-2110 Federal Income Tax W/H	ACH042718	296.45	042718A		00010556	04/30/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/21 PD 4/27	0061-2115 Employee Medicare W/H	ACH042718	64.52	042718A		00010556	04/30/2018
Check Total:					51,896.69				
EP	ICMA RETIREMENT TRUST V000496	PE 04/21/18 PD 04/27/18	0021-2170 Deferred Comp Payable - ICMA	PY18009	140.16	2995/1801009		00010557	04/30/2018
EP	ICMA RETIREMENT TRUST V000496	PE 04/21/18 PD 04/27/18	0029-2170 Deferred Comp Payable - ICMA	PY18009	112.75	2995/1801009		00010557	04/30/2018
EP	ICMA RETIREMENT TRUST V000496	PE 04/21/18 PD 04/27/18	0037-2170 Deferred Comp Payable - ICMA	PY18009	65.25	2995/1801009		00010557	04/30/2018
EP	ICMA RETIREMENT TRUST V000496	PE 04/21/18 PD 04/27/18	0048-2170 Deferred Comp Payable - ICMA	PY18009	576.76	2995/1801009		00010557	04/30/2018
EP	ICMA RETIREMENT TRUST V000496	PE 04/21/18 PD 04/27/18	0054-2170 Deferred Comp Payable - ICMA	PY18009	103.25	2995/1801009		00010557	04/30/2018
EP	ICMA RETIREMENT TRUST V000496	PE 04/21/18 PD 04/27/18	0010-2170 Deferred Comp Payable - ICMA	PY18009	12,161.87	2995/1801009		00010557	04/30/2018
EP	ICMA RETIREMENT TRUST V000496	PE 04/21/18 PD 04/27/18	0061-2170 Deferred Comp Payable - ICMA	PY18009	500.00	2995/1801009		00010557	04/30/2018
Check Total:					13,660.04				
EP	CALIFORNIA PUBLIC V010053	APRIL UAL PAYMENT	395083-5145 Retirement PERS	ACH042518	48,075.03	10000001524890		00010558	04/30/2018

City of Placentia
Electronic Disbursement Register
For 05/10/2018

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	CALIFORNIA PUBLIC V010053	APRIL UAL PAYMENT	395083-5145 Retirement PERS	ACH042518	189,050.08	10000001524892		00010558	04/30/2018
					Check Total:	237,125.11			
EP	CALIFORNIA PUBLIC V006234	MAY MEDICAL INSURANCE	395000-4715 ISF Health Ins Reimbursement	ACH050218	147,189.83	10000001526922		00010559	05/01/2018
EP	CALIFORNIA PUBLIC V006234	MAY MEDICAL INSURANCE	395083-5161 Health Insurance Premiums	ACH050218	11,903.90	10000001526922		00010559	05/01/2018
					Check Total:	159,093.73			
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/21 PD 5/1	0010-2115 Employee Medicare W/H	ACH050318	10.44	050118A		00010560	05/01/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/21 PD 5/1	0010-2120 Employer Medicare Payable	ACH050318	10.44	050118A		00010560	05/01/2018
					Check Total:	20.88			
					Type Total:	562,849.33			
					Check Total:	562,849.33			



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: MAY 15, 2018

SUBJECT: **RESOLUTION RELATING TO FISCAL YEAR 2018-19 LEVY OF ASSESSMENTS TO THE CITY OF PLACENTIA LANDSCAPE MAINTENANCE DISTRICT NO. 92-1 AND SETTING A PUBLIC HEARING FOR JUNE 5, 2018 AT 7:00 P.M.**

FISCAL
IMPACT: RECOUPED THROUGH ASSESSMENTS \$427,616

SINGLE FAMILY RESIDENTIAL:	\$154.87/PARCEL
COMMERCIAL/INDUSTRIAL:	\$1,548.70/ACRE
MULTIPLE FAMILY RESIDENTIAL:	\$108.41/UNIT
UNDEVELOPED:	\$774.35/PARCEL

SUMMARY:

Annually, the City must conduct a public hearing to provide for the Levy of Assessments for the City of Placentia Landscape Maintenance District No. 92-1 (LMD No. 92-1), prepare a final Engineer's Report, and provide for any annexations into the District as proposed. This action will adopt resolutions necessary to set forth a public hearing for June 5, 2018 to provide for the Fiscal Year (FY) 2018-19 annual levy of assessments for LMD No. 92-1 as well as finalize the annual Engineer's Report.

RECOMMENDATION:

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

1. Adopt Resolution R-2018-XX, A Resolution of the City Council of the City of Placentia finalizing the Engineer's Report for Fiscal Year 2018-19 for the continuation of the annual assessments for Landscape Maintenance District No. 92-1; and
2. Adopt Resolution R-2018-XX, A Resolution of the City Council of the City of Placentia declaring its intention to provide for an annual levy and collection of assessments for certain maintenance within an existing district, pursuant to the provisions of Division 15, Part 2, of the California Streets and Highways Code and setting a time and place for public hearing thereon.

1.c.
May 15, 2018

DISCUSSION:

Landscape Maintenance District (LMD) No. 92-1 was formed in 1992 and includes 2,212 assessed parcels throughout the City. The LMD assesses these parcels a flat amount each year to provide funding to maintain various perimeter and median landscapes, as well as other improvements (e.g. entrance signs, Champions Sports Park, parkway vistas). The current maximum assessment rate per assessment unit for single family residential parcels is \$154.87 per year. This rate cannot be increased without the approval of the property owners within the District.

The LMD was established pursuant to the provisions of the "Landscaping and Lighting Act of 1972," Division 15 of the Streets and Highway Code. The annual levy of assessments is for the purpose of providing landscape maintenance of specific improvements in those areas within the Boundary Map of the District and outlined in the preliminary Engineer's Report, which is on file in the offices of the City Engineer and City Clerk. A final annual Engineer's Report will be prepared and presented to the City Council for its consideration as required by law.

The legal authority for setting the assessments in LMD No. 92-1 is set forth in the Landscape and Lighting Act of 1972 which is found in Streets and Highways Code § 22500, *et seq.*, and pertinent provisions of the California Government Code. The District is exempt from and not subject to the procedures and approval processes set forth in Article XIII D, Section 4 of the California Constitution enacted by Proposition 218 on November 5, 1996. That is due to the fact that Proposition 218 also enacted Article XIII D, Sections 5 and 5(b) which exempts assessment districts formed prior to November 6, 1996 and which were formed pursuant to a petition signed by those owning all of the parcels subject to the assessment at the time the assessment was initially imposed, provided there is no increase in the amount assessed on a property owner in a particular category from the prior year.

In Placentia, LMD No. 92-1 was formed prior to November 6, 1996, and pursuant to a petition signed by those owning all of the parcels, subject to the assessment at the time the assessment was initially imposed. In addition, there is no increase in the amount assessed on a property owner in a particular category of assessment unit for FY 2018-19 as compared to FY 2017-18. Therefore, the District is exempt from the procedures and approval processes of Proposition 218 for FY 2018-19.

Two resolutions have been prepared for City Council consideration. The first resolution (Attachment 1) orders the preparation of a final Engineer's Report to include the plans, specifications, cost estimate and diagram of the landscape improvements. The second resolution (Attachment 2) declares the Council's intention to provide for the annual levy and collection of assessments, as well as establishes June 5, 2018 as the public hearing date.

FISCAL IMPACT:

LMD No. 92-1 has estimated expenditures of \$432,630 for FY 2018-19. The proposed assessment rates for FY 2018-19 will generate \$427,901 in revenue leaving a \$4,729 shortfall to be funded from the remaining LMD fund balance (\$4,828).

Prepared by:



Elsa Y. Robinson
Management Analyst

Reviewed and approved:



Luis Estevez
Director of Public Works

Reviewed and approved:



Kim Krause
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Resolution R-2018-XX, Directing Preparation of the Final Engineer's Report
2. Resolution R-2018-XX, Setting a Public Hearing
3. Preliminary Engineer's Report – Placentia LMD 92-1 FY 18-19

RESOLUTION NO. R-2018-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA DIRECTING PREPARATION OF THE FINAL ENGINEER'S REPORT FOR FISCAL YEAR 2018-19 FOR THE CONTINUATION OF THE ANNUAL ASSESSMENTS FOR LANDSCAPE MAINTENANCE DISTRICT NO. 92-1

A. Recitals

(i). On May 5, 1992, by its Resolution No. 92-R-123, this Council ordered the formation of and levied the first assessment within the Placentia Landscape Maintenance District No. 92-1 ("District") in accordance with the provisions of Article XIII D of the California Constitution, and the Landscaping and Lighting Act of 1972 (the "Act"), Part 2 of Division 15 of the California Streets and Highways Code (commencing with Section 22500 thereof); and

(ii). The City Council of the City of Placentia, California, desires to initiate proceedings for the annual levy of assessments for said District; and

(iii). The proceedings for the annual levy of assessments shall relate to the fiscal year commencing July 1, 2018, and ending June 30, 2019; and

(iv). The provisions of said Division 15, Part 2, require a written Report, consisting of the following; and

1. Plans and specifications of the area of the works of improvement to be maintained; and
2. An estimate of the costs for maintaining the improvements for the above-referenced fiscal year; and
3. A diagram of the area proposed to be assessed; and
4. An assessment of the estimated costs for maintenance work for said fiscal year.

B. Resolution

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

1. The Recitals set forth in Part A., above, are true and correct.
2. The purpose of the District is for the installation, maintenance and servicing of landscape improvements, as described in Section 3 below.

2. The purpose of the District is for the installation, maintenance and servicing of landscape improvements, as described in Section 3 below.

3. Within the landscape maintenance district, the existing and proposed improvements to be undertaken by the City are generally described as the installation, maintenance and servicing of public facilities, including but not limited to, landscaping, sprinkler systems, park facilities, play fields, landscape corridors, publicly owned trees, street frontages, playground equipment and hard-court areas, as applicable, for property owned and maintained by the City. Maintenance means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of said improvements, including repair, removal, or replacement of all or part of any improvement; providing for the life, growth, health and beauty of landscaping; and cleaning, sandblasting and painting of walls and other improvements to remove or cover graffiti. Servicing means the furnishing of electric current or energy for the operation or lighting of any improvements, and water for irrigation of any landscaping or the maintenance of any other improvements.

4. SCI Consulting Group is hereby designated as Engineer of Work for purposes of these proceedings and is hereby ordered to prepare a Final Engineer's Report in accordance with Article 4 of Chapter 1 of the Act and Article XIII D of the California Constitution. Upon completion, the Engineer shall file the Engineer's Report with the City Clerk for submission to the Council.

APPROVED and ADOPTED this 15th day of May 2018.

Chad P. Wanke, Mayor

ATTEST:

Patrick J. Melia, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Patrick J. Melia, City Clerk of the City of Placentia do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 15th day of May 2018 by the following vote:

AYES:	Councilmembers:
NOES:	Councilmembers:
ABSENT:	Councilmembers:
ABSTAIN:	Councilmembers:

Patrick J. Melia, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

RESOLUTION NO. R-2018-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA DECLARING ITS INTENTION TO PROVIDE FOR THE ANNUAL LEVY AND COLLECTION OF ASSESSMENTS FOR CERTAIN MAINTENANCE WITHIN AN EXISTING DISTRICT, PURSUANT TO THE PROVISIONS OF DIVISION 15, PART 2, OF THE CALIFORNIA STREETS AND HIGHWAYS CODE AND SETTING THE TIME AND PLACE FOR A PUBLIC HEARING THEREON.

A. Recitals

(i). The City Council of the City of Placentia, in 1992, formed a landscape maintenance district pursuant to the terms and provisions of the Landscaping and Lighting Act of 1972 ("Act"), Division 15, Part 2, of the California Streets and Highways Code, in what is known and designated as:

CITY OF PLACENTIA
LANDSCAPE MAINTENANCE DISTRICT NO. 92-1

(Hereinafter the "District.")

(ii). Proposition 218 adopted November 5, 1996 added Articles XIII C and XIII D to the California Constitution providing, at Article XIII D, § 5, that new assessment districts formed after November 6, 1996 and assessment increases in existing assessment districts be subject to specified procedures and approval processes set forth in Article XIII D, § 4; and

(iii). California Constitution Article XIII D, §§ 5 and 5 (b), provides that any assessment imposed in an assessment district formed prior to November 6, 1996 pursuant to a petition signed by those owning all of the parcels subject to the assessment at the time such district was formed and the assessment initially imposed, provided there is no increase in the amount assessed on an owner in a particular category of assessment unit, shall be exempt from the procedures and approval process set forth in Article XIII D, § 4; and

(iv). The District was formed prior to November 6, 1996 pursuant to a petition signed by those owning all of the parcels subject to the assessment at the time the assessment was initially imposed; and

(v). There is no increase in the amount proposed to be assessed on any parcel within the District in any category of assessment unit, for the period from Fiscal Year 2017-18 to Fiscal Year 2018-19, thereby rendering the District exempt from the procedures and approval process set forth in Article XIII D, § 4; and

(vi). The City Council desires, pursuant to the provisions of the Act to provide for the annual levy of assessments for the 2018-19 Fiscal Year, to provide for the costs and expenses reasonably necessary for the maintenance of improvements within said District; and

(vii). The assessment engineer has presented a report ("Report"), as required by law, setting forth the reasonably necessary maintenance for Fiscal Year 2018-19 and setting forth the recommended levy therefor.

B. Resolution

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

1. The facts set forth in the Recitals, Part A of this Resolution, are true and correct.

2. The Report has been made, filed with the City Clerk and duly considered by the City Council and is hereby deemed sufficient and preliminarily approved. The Report shall stand as the Engineer's Report for all subsequent proceedings under and pursuant to the foregoing resolution.

3. The public interest and convenience require the annual levy and collection of special assessments for the continual maintenance of improvements, to serve and benefit said District as set forth in the Report of the Engineer, incorporated herein as a part hereof.

4. The Report, setting forth the reasonably necessary maintenance for Fiscal Year 2018-19 and setting forth the recommended levy therefore, hereby is received and is directed to be filed in the Office of the City Clerk.

5. The public interest and convenience require, and it is the intention of this City Council to order, reasonably necessary maintenance for Fiscal Year 2018-19, and further it is determined to be in the public interest and convenience to levy and collect annual assessments to pay the costs and expenses of said maintenance and improvements as estimated in said "Report."

6. The assessments levied and collected shall be for the maintenance of certain landscape improvements, maintenance, and servicing as set forth in the Engineer's Report, referenced and so incorporated herein.

7. NOTICE IS HEREBY GIVEN THAT ON TUESDAY, JUNE 5, 2018, AT 7:00 P.M. OR AS SOON THEREAFTER AS THE MATTER MAY BE HEARD, IN THE COUNCIL CHAMBERS LOCATED AT 401 E. CHAPMAN AVENUE, PLACENTIA, THE

CITY COUNCIL SHALL CONDUCT A PUBLIC HEARING TO RECEIVE PROTESTS OR OBJECTIONS, IF ANY THERE BE, REGARDING THE LEVEL OF MAINTENANCE AND THE LEVY OF ASSESSMENTS WITHIN AND UPON ALL PROPERTY WITHIN LANDSCAPE MAINTENANCE DISTRICT NO. 92-1. ANY PERSON WHO WISHES TO OBJECT TO THE PROCEEDINGS FOR THE ANNUAL LEVY SHOULD FILE A WRITTEN PROTEST WITH THE CITY CLERK PRIOR TO THE TIME SET AND SCHEDULED FOR SAID PUBLIC HEARING.

8. The City Council hereby directs the City Clerk to give notice of a public hearing, pursuant to California Government Code § 6061, in a newspaper of general circulation within the City.

9. The City Clerk is further directed to cause a copy of this Resolution to be posted upon the official bulletin board customarily used for the posting of notices and to mail, by first class mail, a copy of the notice to those interested parties who have filed written requests.

10. For any and all information relating to the proceedings, protest procedure, any documentation and/or information of a procedural or technical nature, your attention is directed:

Luis Estevez
Public Works Department
City of Placentia
401 East Chapman Avenue
Placentia, California 92870
(714) 993-8131

APPROVED and ADOPTED this 15th day of May 2018.

Chad P. Wanke, Mayor

ATTEST:

Patrick J. Melia, City Clerk

STATE OF CALIFORNIA

COUNTY OF ORANGE

I, Patrick J. Melia, City Clerk of the City Of Placentia do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 15th day of May 2018 by the following vote:

AYES:	Councilmembers:
NOES:	Councilmembers:
ABSENT:	Councilmembers:
ABSTAIN:	Councilmembers:

Patrick J. Melia, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney



CITY OF PLACENTIA

LANDSCAPE MAINTENANCE DISTRICT No. 92-1

PRELIMINARY ENGINEER'S REPORT

FISCAL YEAR 2018-19

APRIL 2018

PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972,
GOVERNMENT CODE AND ARTICLE XIII D OF THE CALIFORNIA CONSTITUTION

ENGINEER OF WORK:

SCI Consulting Group

4745 MANGELS BOULEVARD

FAIRFIELD, CALIFORNIA 94534

PHONE 707.430.4300

FAX 707.430.4319

WWW.SCI-CG.COM

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CITY OF PLACENTIA

CITY COUNCIL

Chad P. Wanke, Mayor
Rhonda Shader, Mayor Pro Tem
Craig Green, Councilmember
Ward Smith, Councilmember
Jeremy B. Yamaguchi, Councilmember

CITY ADMINISTRATOR

Damien R. Arrula

DIRECTOR OF FINANCE

Kim Krause

DIRECTOR OF PUBLIC WORKS Luis

Estevez

CITY ATTORNEY

Christian L. Bettenhausen

ENGINEER OF WORK

SCI Consulting Group
Lead Assessment Engineer, Jerry Bradshaw, P.E.

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INTRODUCTION

OVERVIEW

The City of Placentia (the "City") services and maintains perimeter and median landscaping, and other improvements ("Improvements") to various parts of the City. In order to fund the maintenance and operation (the "Services") of these projects and improvements, the City has formed Landscape Maintenance District No. 92-1, ("District"). This Engineer's Report ("Report") was prepared to establish the budget for the Improvements (as described below) that will be funded by the 2018-19 assessments and other revenue, and to determine the general and special benefits received from the Improvements by property within the District and the method of assessment apportionment to lots and parcels. This Report and the assessments have been made pursuant to the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code (the "Act") and Article XIID of the California Constitution (the "Article").

ENGINEER'S REPORT AND CONTINUATION OF ASSESSMENTS

The assessment has been continued for over 20 years. In each subsequent year for which the assessments will be continued, the Placentia City Council (the "Council") must direct the preparation of an Engineer's Report, budgets, and proposed assessments for the upcoming fiscal year. After the report is completed, the City Council may preliminarily approve the Engineer's Report and the continued assessments and establish the date for a public hearing on the continuation of the assessments. Accordingly, this Engineer's Report (the "Report") was prepared pursuant to the direction of the City Council.

As required by the Act, this Report includes plans and specifications, a diagram or map of the District, the benefits received by property from the Improvements within the District, and the method of assessment apportionment to lots and parcels within the District.

If the Council approves this Engineer's Report and the continuation of the Assessments by resolution, a notice of public hearing must be published in a local newspaper at least 10 days prior to the date of the public hearing. The resolution preliminarily approving the Engineer's Report and establishing the date for a public hearing is typically used for this notice.

Following the minimum 10-day time period after publishing the notice, a public hearing is held for the purpose of allowing public testimony about the proposed continuation of the Assessments. This hearing is currently scheduled for June 5, 2018. At this hearing, the Council will consider approval of a resolution confirming the continuation of the Assessments for fiscal year 2018-19. If so confirmed and approved, the Assessments would be submitted to the Orange County Auditor/Controller for inclusion on the property tax rolls for fiscal year 2018-19.

Beginning in 2014, SCI Consulting Group became the Assessment Engineer for the District. To maintain an accurate reference and legally defensible record of the District, pertinent

language used in previous engineer's reports has been retained herein and is cited in italics as appropriate.

LEGISLATIVE ANALYSIS

PROPOSITION 218

The Right to Vote on Taxes Act was approved by the voters of California on November 6, 1996, and is now Article XIIC and XIID of the California Constitution. Proposition 218 provides for benefit assessments to be levied to fund the cost of providing services and improvements, as well as maintenance and operation expenses to a public improvement which benefits the assessed property.

SILICON VALLEY TAXPAYERS ASSOCIATION, INC. V SANTA CLARA COUNTY OPEN SPACE AUTHORITY (2008) 44 CAL. 4TH 431

In July of 2008, the California Supreme Court issued its ruling on the *Silicon Valley Taxpayers Association, Inc. v. Santa Clara County Open Space Authority* ("SVTA"). This ruling is significant in that the Court clarified how Proposition 218 made changes to the determination of special benefit. The Court also found that:

- Benefit assessments are for special, not general, benefit
- The services and/or improvements funded by assessments must be clearly defined
- Special benefits are directly received by and provide a direct advantage to property in the Improvement District
- The assessment paid by property should be proportional to the special benefits it receives from the Improvements

This Engineer's Report and the process used to establish the continuation of the assessments for fiscal year 2018-19 are consistent with the SVTA decision and with the requirements of Article XIIC and XIID of the California Constitution based on the following factors:

1. The District is drawn to include the entire City; although only parcels deriving special benefits are included in the assessment rolls. Thus, zones of benefit are not required and the assessment revenue derived from real property in the District is expended only on the Improvements in the District.
2. The Improvements which are constructed and maintained with assessment proceeds in the District are located in close proximity to the real property subject to the assessment. The Improvements provide landscaping and other services to the residents of such assessed property. The proximity of the Improvements to the assessed parcels provides a special benefit to the parcel being assessed pursuant to the factors outlined by the Supreme Court in that decision.
3. Due to their proximity to the assessed parcels, the Improvements financed with assessment revenues in the District benefit the properties in that District in a manner

different in kind from the benefit that other parcels of real property in the City derive from such Improvements, and the benefits conferred on such property in the District are more extensive than a general increase in property values.

4. The assessments paid in the District are proportional to the special benefit that each parcel within that Assessment District receives from the Improvements because:
 - a. The specific landscaping Improvements and maintenance and utility costs thereof in the District are specified in this Report; and
 - b. Such Improvement and maintenance costs in the District are allocated among different types of property located within the District, and equally among those properties which have similar characteristics, such as single-family residential parcels, multi-family residential parcels, commercial parcels, industrial parcels, etc.

DAHMS V. DOWNTOWN POMONA PROPERTY (2009) 174 CAL. APP. 4TH 708

In *Dahms v. Downtown Pomona Property* ("Dahms") the Court upheld an assessment that was 100% special benefit (i.e. 0% general benefit) on the rationale that the services and improvements funded by the assessments were directly provided to property in the assessment district. The Court also upheld discounts and exemptions from the assessment for certain properties.

BONANDER V. TOWN OF TIBURON (2009) 180 CAL. APP. 4TH 103

Bonander v. Town of Tiburon ("Bonander"), the 1st District Court of Appeal overturned a benefit assessment approved by property owners to pay for placing overhead utility lines underground in an area of the Town of Tiburon. The Court invalidated the assessments primarily on the grounds that the assessments had been apportioned to assessed property based on the costs within sub-areas of the assessment district instead of the overall cost of the improvements and the overall proportional special benefits.

BEUTZ V. COUNTY OF RIVERSIDE (2010) 184 CAL. APP. 4TH 1516

Steven Beutz v. County of Riverside ("Beutz") the Court overturned an assessment for park maintenance in Wildomar, California, primarily because the general benefits associated with improvements and services were not explicitly calculated, quantified and separated from the special benefits.

GOLDEN HILL NEIGHBORHOOD ASSOCIATION V. CITY OF SAN DIEGO (2011) 199 CAL. APP. 4TH 416

On September 22, 2011, the San Diego Court of Appeal issued a decision on the Golden Hill Neighborhood Association v. City of San Diego appeal. This decision overturned an assessment for street and landscaping maintenance in the Greater Golden Hill neighborhood of San Diego, California. The court described two primary reasons for its decision. First, like in Beutz, the court found the general benefits associated with services were not explicitly calculated, quantified and separated from the special benefits. Second,

the court found that the City had failed to record the basis for the assessment on its own parcels.

COMPLIANCE WITH CURRENT LAW

This Engineer's Report is consistent with the SVTA decision and with the requirements of Article XIIC and XIID of the California Constitution because the Improvements to be funded are clearly defined; the benefiting property in the District enjoys close and unique proximity, access and views to the Improvements; the Improvements serve as an extension of usable land area for benefiting properties in the District and such special benefits provide a direct advantage to property in the District that is not enjoyed by the public at large or other property.

This Engineer's Report is consistent with *Beutz, Dahms* and *Greater Golden Hill* because the Improvements will directly benefit property in the District and the general benefits have been explicitly calculated and quantified and excluded from the Assessments. The Engineer's Report is consistent with *Bonander* because the Assessments have been apportioned based on the overall cost of the Improvements and Services proportional special benefit to each property, rather than the proportional cost to the District to provide the Improvements to specific properties.

PLANS & SPECIFICATIONS

The City maintains landscaping and other improvements in locations within the District's boundaries. The work and improvements to be undertaken by the Landscape Maintenance District No. 92-1 and the cost thereof paid from the levy of the annual Assessment provide special benefit to Assessor Parcels within the District as defined in the Method of Assessment herein. In addition to the definitions provided by the Landscaping and Lighting Act of 1972, (the "Act") the work and improvements are generally described as follows:

ENTRANCE SIGNS

The entrance signs with landscape improvements to be maintained are to be located at the following locations within the District:

- Central Avenue at Chapman Avenue (n/e corner)
- Central Avenue at Gordon Drive
- Central Avenue at Buck Place
- Buena Vista Street at Dressel Drive
- Buena Vista Street at Petry Drive
- Alta Vista Street at Chang Drive
- Alta Vista Street at Swail Drive
- Alta Vista Street at Tebay Drive

ISLANDS

The landscaped islands to be maintained by the District are located as follows:

- Kraemer Blvd. from Alta Vista Street to n/o City Hall
- Connecticut Way e/o Kraemer Blvd
- Rose Drive from Alta Vista Street to Buena Vista Street

PARKWAY VISTAS

The landscaped parkway vistas to be maintained by the District are located as follows:

- Kraemer Blvd. e/s (n/o City Hall to Connecticut Way)
- Kraemer Blvd. e/s (Connecticut Way to Alta Vista St.)
- Alta Vista Street n/s (from 900' w/o to 800' e/o Dunnavant Dr.)
- Alta Vista Street n/s (Rose Dr. to Jefferson St.)
- Alta Vista Street n/s (Jefferson St. to Van Buren St.)
- Alta Vista Street s/s (Kraemer Blvd. to All America Way)
- Alta Vista Street s/s (Central Ave. to Dunnavant Dr.)
- Alta Vista Street s/s (Dunnavant Dr. to Rose Dr.)
- Alta Vista Street s/s (Rose Dr. to Jefferson St.)
- Alta Vista Street s/s (Jefferson St. to Van Buren St.)
- Rose Drive w/s (Alta Vista St. to 500'+ n/o Orangethorpe Ave.)
- Rose Drive e/s (Alta Vista St. to north boundary of Shopping Center)

- Rose Drive e/s (Alta Vista St. to 200' s/o Castner Dr.)

UNOCAL/FIELDSTONE OIL WELL LOTS – RIGHT-OF-WAY SCREEN PLANTING

The landscaped screen planting areas to be maintained by the District are located as follows:

- Dressel Drive / Howard Place
- Mykannen Circle / Cisneros Lane
- Tidland Circle
- Nevin Lane / Tucker Place
- Nevin Lane / Evans Lane
- Gerhold Lane
- Hill Street / Granger Drive
- Larson Lane / Evans Lane

STREET RIGHT-OF-WAY LANDSCAPING

The street landscaping to be maintained by the District is located as follows:

- Jefferson Street e/s (Alta Vista St. to Garten Dr.)
- Buena Vista s/s (320'± w/o Petry Dr. to 500'± e/o Dressel Dr.)
- Van Buren Street w/s (750' n/o Alta Vista St. to Orchard Dr.)
- Chang Drive (Alta Vista St. to Evans Ln.)
- Dressel Drive (Buena Vista St. to Munoz Pl.)
- Central Avenue (Alta Vista St. to Chapman Ave.)
- Chapman Avenue (Central Ave. to 1130'± east)
- Chapman Avenue (Mission Way to All America Way)
- All America Way w/s (City Hall to Alta Vista St.)
- All America Way e/s (Chapman Ave. 100'± s/o Dartmouth Dr.)
- Van Buren Street e/s (Richfield Channel to 200' s/o Alta Vista St.)
- Dunnavant Drive (Alta Vista to 1300'± south) (does not include Lot "F", Tract 15139)
- Other minor areas that front non-contiguous assessed parcels

EASEMENTS – PUBLIC STORM DRAIN AND SEWER

Landscaped easements to be maintained by the District are located as follows:

- At various locations within TM 14161 (Fieldstone and Van Daele Tracts and TM 15699 Placentia Development Company)
- Does not include Lot "F," Tract 15139

PLACENTIA CHAMPIONS SPORTS COMPLEX

Maintenance and service may include (but is not limited to) the following¹:

- Payments for electrical energy and water usage
- Repair, replacement or enhancement of community building, parking lots, fencing, signage, lighting and fixed recreational structures such as playgrounds, play fields, courts, walkways, dugouts, bleachers, scoreboards, restrooms, drinking fountains, picnic tables and shelters, and ancillary items such as storage and utility structures
- Irrigation, cultivation, pest control and replacement of plant material, trees, shrubs, ground cover, turf, supplies
- Personnel, utility and equipment costs
- Contract services where applicable

Installation, maintenance and servicing of Improvements, may include, but are not limited to, turf and play areas, landscaping, ground cover, shrubs and trees, irrigation systems, sidewalks, parking lots, drainage systems, lighting, fencing, entry monuments, basketball courts, tennis courts, other recreational facilities, graffiti removal and repainting, and labor, materials, supplies, utilities and equipment, as applicable, at each of the locations owned, operated or maintained by the District.

As applied herein, "Installation" means the construction of Improvements, including, but not limited to, land preparation (such as grading, leveling, cutting and filling), sod, landscaping, irrigation systems, walkways and drainage, lights, playground equipment, play courts, playing fields, recreational facilities and public restrooms.

"Maintenance" means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of any improvement, including repair, removal or replacement of all or any part of any improvement; providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury; the removal of trimmings, rubbish, debris, and other solid waste, and the cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

"Servicing" means the furnishing of electric current, or energy, gas or other illuminating agent for any public lighting facilities or for the lighting or operation of any other improvements; or water for the irrigation of any landscaping, the operation of any fountains, or the maintenance of any other improvements.

Incidental expenses include all of the following: (a) The costs of preparation of the report, including plans, specifications, estimates, diagram, and assessment; (b) the costs of printing, advertising, and the giving of published, posted, and mailed notices; (c)

¹ For Fiscal Year 2018-19, none of the expenditures shown in Table 1 are for the Placentia Champions Sports Complex. See Note "A" under Table 1 for more details.

compensation payable to the County for collection of assessments; (d) compensation of any engineer or attorney employed to render services in proceedings pursuant to this part; (e) any other expenses incidental to the construction, installation, or maintenance and servicing of the Improvements; (f) any expenses incidental to the issuance of bonds or notes pursuant to Streets & Highways Code Section 22662.5; and (g) costs associated with any elections held for the approval of a new or increased assessment (Streets & Highways Code §22526).

Modifications to the District structure could include, but are not limited to, substantial changes or expansion of the Improvements provided, substantial changes in the service provided, modifications or restructuring of the District including annexation or detachment of specific parcels, revisions in the method of apportionment, or proposed new or increased assessments.

The assessment proceeds will be exclusively used for Improvements within the District plus incidental expenses.

FISCAL YEAR 2018-19 ESTIMATE OF COST AND BUDGET

BUDGET FOR FISCAL YEAR 2018-19

The 1972 Act provides that the total costs for providing the maintenance and servicing of the District Improvements and facilities can be recovered in the assessment spread including incidental expenses. The latter can include engineering fees, legal fees, printing, mailing, postage, publishing and all other costs identified with the District proceedings.

An estimate of District costs for fiscal year 2018-19 for the maintenance and servicing of the Improvements is provided below.

TABLE 1 – FY 2018-19 ESTIMATE OF COSTS

<u>Expenditure Item</u>	<u>Amount</u>
Salaries & Benefits	\$ 134,355
Legal Services	0
Engineering Services	9,875
Special Studies	0
Other Professional Services	0
Landscaping	73,000
Repair / Maintenance Services	11,900
Construction Services	0
Telephone	7,000
Advertising	500
City Administrative Services	0
Electricity	20,000
Water	176,000
Estimated Expenditures [^]	<u>\$ 432,630</u>
<u>Revenue Item</u>	<u>Amount</u>
Direct Benefit Assessments	\$ 427,616
General Fund Contribution	0
Amount from (to) Dedicated Reserves	\$5,014
Estimated Revenues	<u>\$ 432,630</u>
<u>Budget Allocation to Parcels</u>	<u>Amount</u>
Total Assessment Budget ^B	\$ 427,616
Total Assessment Units (AUs)	2,761.130
Assessment per Assessment Unit (AU) ^C	<u>\$ 154.87</u>

Notes to Estimate of Costs:

A. The total estimated expenses for this Fiscal Year do not include the following maintenance and operating costs for the Placentia Sports Champion Complex: \$49,000 for landscape and general maintenance plus \$13,000 for restroom janitorial services. These costs, totaling \$62,000 (or approximately 13% of the total assessment district's annual expenses) are covered by the City's General Fund.

B. The Act requires that proceeds from the assessments must be deposited into a special fund that has been set up for the revenues and expenditures of the District. Moreover, funds raised by the assessment shall be used only for the purposes stated within this Report. Any balance remaining at the end of the Fiscal Year, June 30, must be carried over to the next Fiscal Year. The District may also establish a reserve fund for contingencies and special projects as well as a capital improvement fund for accumulating funds for larger capital improvement projects or capital renovation needs. Any remaining balance would either be placed in the reserve fund, the capital improvement fund, or would be used to reduce future years' assessments.

C. The rate shown here is for an Assessment Unit (single family home or its equivalent). For the definition of the term AU and rates for other types of property, see the section titled, "Method of Assessment" and the sections following it in this report.

METHOD OF ASSESSMENT APPORTIONMENT

METHOD OF APPORTIONMENT

This section of the Engineer's Report explains the benefits to be derived from the Improvements and the methodology used to apportion the total assessment to properties within the District.

The District consists of certain assessor parcels within the boundaries as defined by the Assessment Diagram referenced in this report and the parcels identified by the Assessor Parcel Numbers listed with the levy roll. The parcel list includes all privately and publicly owned parcels as shown. The method used for apportioning the Assessment is based upon the relative special benefits to be derived by the properties in the District over and above general benefits conferred on real property or to the public at large. The Assessment is apportioned to lots and parcels in proportion to the relative special benefit from the Improvements. The apportionment of special benefit is a two-step process: the first step is to identify the types of special benefit arising from the Improvements and the second step is to allocate the Assessments to property based on the estimated relative special benefit for each type of property.

DISCUSSION OF BENEFIT

In summary, the Assessments can only be levied based on the special benefit to property. This benefit is received by property over and above any general benefits. With reference to the requirements for assessments, Section 22573 of the Landscaping and Lighting Act of 1972 states:

"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."

Proposition 218, as codified in Article XIID of the California Constitution, has confirmed that assessments must be based on the special benefit to property and that the value of the special benefits must exceed the cost of the assessment:

"No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel."

The following benefit categories summarize the types of special benefit to residential, commercial, industrial and other lots and parcels resulting from the Improvements to be provided with the assessment proceeds. These types of special benefit are summarized as follows:

- A. Proximity to Improved Landscaped Areas and Other Public Improvements within the District.
- B. Access to Improved landscaped areas and Other Public Improvements within the District.
- C. Improved Views within the District.
- D. Extension of a property's outdoor areas and green spaces for properties within close proximity to the Improvements.
- E. Creation of individual lots for residential and commercial use that, in absence of the Assessments, would not have been created.

In this case, the recent SVTA v. SCCOSA decision provides enhanced clarity to the definitions of special benefits to properties from similar improvements in three distinct areas:

- Proximity
- Expanded or improved access
- Views

The SVTA v. SCCOSA decision also clarifies that a special benefit is a service or improvement that provides a direct advantage to a parcel and that indirect or derivative advantages resulting from the overall public benefits from a service or improvement are general benefits. The SVTA v. SCCOSA decision also provides specific guidance that park improvements are a direct advantage and special benefit to property that is proximate to a park that is improved by an assessment:

The characterization of a benefit may depend on whether the parcel receives a direct advantage from the improvement (e.g. proximity to a park) or receives an indirect, derivative advantage resulting from the overall public benefits of the improvement (e.g. general enhancement of the district's property values).

Proximity, improved access and views, in addition to the other special benefits listed herein further strengthen the basis of these assessments.

Moreover, the Dahms decision further clarified that certain services and improvements funded by assessments, that are over and above what otherwise would be provided and that other property in general and the public do not share or receive are 100% special benefit. The assessment-funded services upheld by Dahms included streetscape maintenance and security services.

SPECIAL BENEFIT

The special benefits from the Improvements are further detailed below:

PROXIMITY TO IMPROVED LANDSCAPED AREAS WITHIN THE DISTRICT

Only the specific properties within close proximity to the Improvements are included in the District. The District has been narrowly drawn to include the properties that receive special

benefits from the Improvements. Therefore, property in the District enjoys unique and valuable proximity and access to the Improvements that the public at large and property outside the District do not share.

In absence of the Assessments, the Improvements would not be provided and the public improvements funded in the District would be degraded due to insufficient funding for maintenance, upkeep and repair. Therefore, the Assessments provide Improvements that are over and above what otherwise would be provided. Improvements that are over and above what otherwise would be provided do not by themselves translate into special benefits but when combined with the unique proximity and access enjoyed by parcels in the District, they provide a direct advantage and special benefit to property in the District.

ACCESS TO IMPROVED LANDSCAPED AREAS WITHIN THE DISTRICT

Since the parcels in the District are nearly the only parcels that enjoy close access to the Improvements, they directly benefit from the unique close access to improved landscaping areas and other public improvements that are provided by the Assessments. This is a direct advantage and special benefit to property in the District.

IMPROVED VIEWS WITHIN THE ASSESSMENT DISTRICTS

The City, by maintaining permanent public improvements funded by the Assessments in the District, provides improved views to properties in the District. The properties in the District enjoy close and unique proximity, access and views of the specific Improvements funded in the District; therefore, the improved and protected views provided by the Assessments are another direct and tangible advantage that is uniquely conferred upon property in the District.

EXTENSION OF A PROPERTY'S OUTDOOR AREAS AND GREEN SPACES FOR PROPERTIES WITHIN CLOSE PROXIMITY TO THE IMPROVEMENTS

In large part because it is cost prohibitive to provide large open land areas on property in the District, the residential, commercial and other benefiting properties in the District do not have large outdoor areas and green spaces. The Improvements within the District provide additional outdoor areas that serve as an effective extension of the land area for proximate properties because the Improvements are uniquely proximate and accessible to property in close proximity to the Improvements. The Improvements, therefore, provide an important, valuable and desirable extension of usable land area for the direct advantage and special benefit of properties in the District because such properties have uniquely good and close proximity to the Improvements.

CREATION OF INDIVIDUAL LOTS FOR RESIDENTIAL AND COMMERCIAL USE THAT, IN ABSENCE OF THE ASSESSMENTS, WOULD NOT HAVE BEEN CREATED

In most of the District, the original owner/developer(s) of the property within the District agreed unanimously to the Assessments. The Assessments provide the necessary funding for public improvements that were required as a condition of development and subdivision approval. Therefore, such Assessments allowed the original property to be subdivided and for development of the parcels to occur. As parcels were sold, new owners were informed

of the Assessments through the title reports, and in some cases, through Department of Real Estate "White Paper" reports that the parcels were subject to assessment. Purchase of property was also an "agreement" to pay the Assessment. Therefore, in absence of the Assessments, the lots within most of the District would not have been created. These parcels, and the improvements that were constructed on the parcels, receive direct advantage and special benefit from the Assessments.

GENERAL VERSUS SPECIAL BENEFIT

Article XIII C of the California Constitution requires any local agency proposing to increase or impose a benefit assessment to "separate the general benefits from the special benefits conferred on a parcel." The rationale for separating special and general benefits is to ensure that property owners subject to the benefit assessment are not paying for general benefits. An assessment can fund special benefits but cannot fund general benefits. Accordingly, a separate estimate of the special and general benefit is given in this section.

In other words:

Total Benefit	=	General Benefit	+	Special Benefit
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There is no widely-accepted or statutory formula for general benefit. General benefits are benefits from improvements or services that are not special in nature, are not "particular and distinct" and are not "over and above" benefits received by other properties. SVTA vs. SCCOSA provides some clarification by indicating that general benefits provide "an indirect, derivative advantage" and are not necessarily proximate to the improvements.

In this Report, the general benefit is liberally estimated and described, and then budgeted so that it is funded by sources other than the Assessment.

The starting point for evaluating general and special benefits is the current, baseline level of service. The Assessment will fund Improvements "over and above" this general, baseline level and the general benefits estimated in this section are over and above the baseline.

A formula to estimate the general benefit is listed below:

General Benefit	=	Benefit to Real Property Outside the Assessment District	+	Benefit to Real Property Inside the Assessment District that is Indirect and Derivative	+	Benefit to the Public at Large
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Special benefit, on the other hand, is defined in the state constitution as "a particular and distinct benefit over and above general benefits conferred on real property located in the

district or to the public at large." The SVTA v. SCCOSA decision indicates that a special benefit is conferred to a property if it "receives a direct advantage from the improvement (e.g., proximity to a park)." In these Assessments, as noted, properties in the District have close and unique proximity, views and access to the Improvements and uniquely improved desirability from the Improvements and other properties and the public at large do not receive significant benefits because they do not have proximity, access or views of the Improvements. Therefore, the overwhelming proportion of the benefits conferred to property is special, and is only minimally received by property outside the Districts or the public at large.

BENEFIT FINDING

The District contains the Placentia Champions Sports Complex, which is distinct from other landscape improvements in the District. Due to significantly different characteristics between the two types of improvements, benefits will be discussed and calculated separately under the categories of "Park Improvements" and "Landscaping Improvements."

PARK IMPROVEMENTS - QUANTIFICATION OF GENERAL BENEFIT

In this section, the general benefit from park Improvements is liberally estimated and described, and then budgeted so that it is funded by sources other than the Assessment. This Park section is focused on the Placentia Champions Sports Complex. Other District Improvements are discussed below in "*Landscaping Improvements - Quantification of General Benefit.*"

BENEFIT TO PROPERTY OUTSIDE THE ASSESSMENT DISTRICTS

For the purposes of calculating benefit to properties outside the District, the Park will be considered as a neighborhood park inasmuch as it provides amenities for nearby properties. While it functions as a community (or even regional) facility for organized sports such as baseball and soccer, the general benefit derived from those activities will be discussed under the "*Benefit to the General Public*" below.

Properties within the District receive much of the special benefits from the park Improvements because properties in the District enjoy unique close proximity and access to the park Improvements that is not necessarily enjoyed by other properties or the public at large. However, certain properties within the proximity/access radius of the park Improvements, but outside of the boundaries of the District, may receive some benefit from the park Improvements. Since this benefit is conferred to properties outside the District boundaries, it contributes to the overall general benefit calculation and will not be funded by the Assessments.

Since the properties outside the District but within the effective proximity radii are not assessed for their benefits because they are outside of the area that can be assessed by the District, this is a form of general benefit to other property. A 50% reduction factor is applied to these properties because they are all on only one side of the Improvements and properties in the District enjoy the advantage of over twice the average proximity to the park

Improvements. The general benefit to property outside of the District is calculated as follows with the parcel and data analysis performed by SCI Consulting Group.

ASSUMPTIONS:

- 651 parcels outside the District but within 0.5 miles of the Park
- 2,212 parcels in the District
- 50% relative benefit compared to property within the District

CALCULATION:

General Benefit to property outside the District =
 $651 / (651 + 2,212) * 0.5 = 11.37\%$

BENEFIT TO PROPERTY *INSIDE* THE ASSESSMENT DISTRICTS THAT IS *INDIRECT AND DERIVATIVE*

The "indirect and derivative" benefit to property within the District is particularly difficult to calculate. A solid argument can be presented that all benefit within the District is special, because the Improvements are clearly "over and above" and "particular and distinct" when compared with the baseline level of service and the unique proximity, access and views of the Improvements enjoyed by benefiting properties in the District.

Nevertheless, the SVTA vs. SCCOSA decision indicates there may be general benefit "conferred on real property located in the district" A measure of the general benefits to property within the Assessment area is the percentage of land area within or directly abutting the District that is publicly owned and used for regional purposes such as major roads, rail lines and other regional facilities because such properties used for regional purposes could provide indirect benefits to the public at large. Approximately 2.91% of the land area in the District is used for such regional purposes, so this is a measure of the general benefits to property within the District.

BENEFIT TO THE PUBLIC AT LARGE

The general benefit to the public at large can be estimated by the proportionate amount of time that the District's parks facilities are used and enjoyed by individuals who are not residents, employees, customers or property owners in the District. In this District, there is only one park facility: Placentia Champions Sports Complex ("Complex"). The Complex serves the needs of many people in two primary ways: as a neighborhood park serving nearby residents for shorter and more frequent visits; and as a community or regional park serving people from all over Placentia and the surrounding areas as a destination for organized sports such as soccer and baseball league play. The general benefit of the former was discussed above; the general benefit of the latter is discussed here.

When the Complex functions as a community or regional park, it becomes a destination for longer and less frequent visits (for example, scheduled league play). Of the five ways benefits are conferred (proximity, access, views, extension of a property's green space, and

creation of lots), the community or regional function confers benefits only in the "access" and "extension of a property's green space" categories (proximity does not apply as these trips are from outside the District; people do not come for the views; and the facility was not tied to the creation of faraway lots). Therefore the general benefit is no more than 40%. That figure, however, is reduced by the percentage that the community or regional park benefits property owners within the district (special benefit). The City estimates that approximately 71% of participants in these organized sports are from the City of Placentia. However, only 15.11% of Placentia parcels lie inside the district, so it is estimated that (15% of 71% =) 10.73% of the users are from within the District. Conversely, 89.27% are from outside the District. Therefore (40% x 89.27% =) 35.71% of the benefits from the Parks Improvements are general benefits to the public at large

TOTAL PARK IMPROVEMENTS GENERAL BENEFITS

Using a sum of these three measures of general benefit, we find that approximately 49.98% of the benefits conferred by the Improvements may be general in nature and should be funded by sources other than the assessment.

PARKS GENERAL BENEFIT CALCULATION	
	11.37% (Outside the District)
+	2.91% (Property within the District)
+	35.71% (Public at Large)
=	49.99% (Total General Benefit)

LANDSCAPING AND OTHER IMPROVEMENTS - QUANTIFICATION OF GENERAL BENEFIT

In this section, the general benefit from landscaping and other types of Improvements (other than park Improvements) is liberally estimated and described, and then budgeted so that it is funded by sources other than the Assessment.

BENEFIT TO PROPERTY OUTSIDE THE ASSESSMENT DISTRICTS

Properties within the District receive almost all of the special benefits from the other Improvements because properties in the District enjoy unique close proximity and access to the Improvements that is not enjoyed by other properties or the public at large. However, certain properties within the proximity/access radius of the Improvements, but outside of the boundaries of the District, may receive some benefit from the Improvements. Since this benefit is conferred to properties outside the District boundaries, it contributes to the overall general benefit calculation and will not be funded by the Assessments. The general benefit to property outside of the District is calculated with the parcel and data analysis performed by SCI Consulting Group.

Since the properties outside the District but with frontage abutting the Improvements cannot be assessed by the District, this is a form of general benefit to other property. The primary way that parcels outside the district benefit by the Improvements is from views. Therefore, parcels that abut the landscape areas and are not separated from the Improvements by a

privacy fence are counted for this general benefit. The general benefit to property outside of the District is calculated as follows.

ASSUMPTIONS:

- 22 parcels outside the District
- 2,212 parcels in the District

CALCULATION:

$$\text{General Benefit to property outside the District} = \frac{22}{22+2,212} = 0.99\%$$

BENEFIT TO PROPERTY *INSIDE* THE ASSESSMENT DISTRICTS THAT IS *INDIRECT AND DERIVATIVE*

The "indirect and derivative" benefit to property within the District is particularly difficult to calculate. A solid argument can be presented that all benefit within the District is special, because the other Improvements are clearly "over and above" and "particular and distinct" when compared with the baseline level of service and the unique proximity, access and views of the other Improvements enjoyed by benefiting properties in the District.

Nevertheless, the SVTA vs. SCCOSA decision indicates there may be general benefit "conferred on real property located in the district" A measure of the general benefits to property within the Assessment area is the percentage of land area within or directly abutting the District that is publicly owned and used for regional purposes such as major roads, rail lines and other regional facilities because such properties used for regional purposes could provide indirect benefits to the public at large. Approximately 2.91% of the land area in the District is used for such regional purposes, so this is a measure of the general benefits to property within the District.

BENEFIT TO THE PUBLIC AT LARGE

The general benefit to the public at large can be estimated by the proportionate amount of time that the District's other Improvements including landscaping are used and enjoyed by individuals who are not residents, employees, customers or property owners in the District. It should be noted that these other Improvements do not attract the public at large in the same way as park improvements – and they confer far less benefit to the public at large than do similar park improvements. In essence, the public does not visit an area to enjoy setback landscaping in the same way as they may visit a park.

One way to measure the special benefit to the general public is by the car trips through an area with Improvements. Of the five ways benefits are conferred (proximity, access, views, extension of a property's green space, and creation of lots), the only benefit that is conferred by way of pass-by car trips is views, which accounts for 10% of the total benefits, since views are less critically important and are enjoyed much less often to the average non-resident driver than to a resident.

Next, the views factors are weighted by the relevant number of car trips. Using the lane miles as representative of pass-by traffic, an analysis shows that 90% of the lane miles are on arterial or collector streets where the general public has views of the landscaping. Therefore (90% of 10% =) 9.0% of the benefits from the other Improvements are general benefits to the public at large.

TOTAL OTHER IMPROVEMENTS GENERAL BENEFITS

Using a sum of these three measures of general benefit, we find that approximately 12.89% of the benefits conferred by the Improvements may be general in nature and should be funded by sources other than the assessment.

LANDSCAPING GENERAL BENEFIT CALCULATION	
	0.99% (Outside the District)
+	2.91% (Property within the District)
+	9.00% (Public at Large)
=	12.90% (Total General Benefit)

TOTAL COMBINED GENERAL BENEFITS

The total general benefit for Parks is 49.98% and for Landscaping and other Improvements is 12.89%. However, none of the District budget is for Parks – all of the budget is currently allocated for Landscaping and other Improvements. Therefore, using those proportions to calculate a weighted average of the general benefits for each type of Improvement, the resulting total combined general benefit is $(0 \times 49.98\%) + (1.00 \times 12.90\%) = 12.90\%$.

Although this analysis finds that 12.90% of the assessment may provide general benefits from the Improvements, the Assessment Engineer establishes a requirement for a minimum contribution from sources other than the assessments of 13%. This minimum contribution above the measure of general benefits will serve to provide additional coverage for any other general benefits.

FINAL STEP – CALCULATE THE CURRENT GENERAL BENEFIT CONTRIBUTION FROM THE CITY

This general benefit cannot be funded from the Assessments; it must be funded from other sources such as the City's General Fund or other non-District funds. These contributions can also be in the form of in-lieu contributions to the installation and maintenance of the Improvements such as other City assets that support and protect the Improvements. The City of Placentia will contribute both monetary and in-lieu resources to ensure that the general benefits conferred by the proposed Improvements are not funded by the District's Assessments.

A summary and quantification of these other contributions from the City is discussed below:

The City of Placentia owns, maintains, rehabilitates and replaces curb and gutter along the border of the District Improvements. This curb and gutter serves to support, contain, retain,

manage irrigation flow and growth, and provide a boundary for the Improvements. The contribution from the City towards general benefit from the maintenance, rehabilitation, and replacement of the curb and gutter is conservatively estimated to be 5%.

The City owns and maintains a storm drainage system along the border of the District Improvements. This system serves to prevent flooding and associated damage to the Improvements, and manage urban runoff including local pollutants loading from the Improvements. The contribution from the City towards general benefit from the maintenance, and operation of the local storm drainage system is conservatively estimated to be 5%.

The City owns and maintains local public streets along the border of the District Improvements. These public streets provide access to the Improvements for its enjoyment as well as efficient maintenance. The contribution from the City towards general benefit from the maintenance of local public streets is conservatively estimated to be 5%.

The value of the construction of the improvements can be quantified and monetized as an annuity. Since this construction was performed and paid for by non-assessment funds, this "annuity" can be used to offset general benefit costs, and is conservatively estimated to contribute 10%.

The total General Benefit is liberally quantified at 13% which is entirely offset by the conservatively quantified total non-assessment contribution towards general benefit described above of 25%. Therefore, no additional General Benefit must be funded by the City.

METHOD OF APPORTIONMENT

The development of an Assessment methodology requires apportioning to determine the relative special benefit for each property. As the District was formed by a different engineer of record, the precise language from the most recent Engineer's Report is included below:

It has been determined that the improvements provide a specific and special benefit to all assessed parcels of land in the development area. Landscaping and irrigation of street rights-of-way, entryways, islands, sewer and storm drain easements, areas surrounding existing oil wells and the parkway vistas aesthetically enhances the development areas. The landscaped pedestrian corridor along Alta Vista Street also provides pedestrian access throughout the development area. The aesthetic enhancement and use of the parkway vistas increases the desirability of the properties located within the boundaries of the District mainly because of the property's close proximity and accessibility to the improvements. Therefore, maintenance of these public improvements renders a special and direct benefit to the parcels located throughout the District and the levy of a special assessment for the maintenance of the improvements is deemed appropriate.

The method of apportionment (Method of Assessment) set forth in the Report is based on the premise that each assessed property receives special benefits from the landscape improvements within the District, and the assessment obligation for each parcel reflects that parcel's proportional special benefits as compared to other properties that receive special benefits.

The assessment method used in spreading the annual landscape maintenance costs is based on an assessment unit (AU) factor as follows:

*Each **Single Family Detached Residential Unit** is considered to be one AU and is assessed the cost attributable to one AU.*

***Multi-Family Residential Units** are assessed 0.70 or 70% of an AU since they have a higher density than Single Family Detached Units (number of dwelling units/acres). The decrease in assessment is a direct result of the reduced amount of assessable acreage per Multi-Family Unit and the reduction in occupancy per unit.*

*In converting **Developed Commercial, Industrial, Institutional and Other Non-Residential** properties to AUs, the factor used is based on the City of Placentia average single-family residential density of ten dwelling units per acre. Therefore, the parcels in this Class will be assessed 10 AU per acre or any portion thereof. These properties benefit from the maintenance of improvements because of the enhanced desirability resulting from well-kept landscape areas. Improved aesthetic appeal also increases the draw of businesses to purchase or lease property and the increased opportunity to draw clientele.*

***Assessable Undeveloped Acreage** also benefits from the maintenance and service of the landscape improvements. This benefit comes in the form of enhanced desirability due to the improved aesthetics of the area resulting from improvements. The enhanced aesthetics increases the desirability of the property to future homeowners and future commercial property owners or lessors. However, because the property is vacant, less use will be made of the improvements. It is reasonable to derive that vacant property, when compared to developed property, receives about half of the benefit of developed properties, therefore the Single Family Residence acreage equivalent used for developed non-residential properties of 10 AU per acres is reduced to 5 AU per acre for undeveloped land.²*

Further clarification on the four benefit classes is provided below:

² From the 2013-14 Engineer's Annual Levy Report, City of Placentia, Landscape Maintenance District No. 92-1, dated June 4, 2013

Class I - Single family detached residential, including condominium form of ownership of single-family detached dwellings.

Class II - Developed commercial, industrial, and institutional where a map or a building permit for construction has been issued as of March 15 of the prior Fiscal Year.

Class III – Multi-family residential and attached residential, approved project where a map has been recorded or a building permit for construction of dwelling units has been issued as of March 15 of the prior Fiscal Year.

Class IV – Undeveloped and all other properties that are not in Class I, II, or III regardless if they have been approved for future development or are in the process of securing development approval as of June 15 of the prior Fiscal Year.³

ANNUAL ASSESSMENT CALCULATION

For fiscal year 2018-19 the amount of Assessments for the District is not increased from prior years. The Calculations for maintenance, service and incidentals follows:

³ From the 2013-14 Engineer's Annual Levy Report, City of Placentia, Landscape Maintenance District No. 92-1, dated June 4, 2013

Table 2 – ASSESSMENT CALCULATION

Class	Description	Quantity	AU Ratio		Assessment
			Factor		Units
I	Single Family	1,986 parcels	x	1.00	= 1,986.000 AU
II	Comm, Indust	27.927 acres	x	10.00	= 279.270 AU
III	Multi-Family	648 units	x	0.70	= 453.600 AU
IV	Undeveloped	8.452 acres	x	5.00	= 42.260 AU
TOTAL Assessment Units					2,761.130 AU

Proposed Assessment Rate
$\$427,616.20 / 2,761.130 \text{ AU} = \$154.87 / \text{AU}$

Class Assessments					
<u>Class I</u>	Single Family	<u>Each parcel is assessed at one assessment unit:</u>			
		\$ 154.87	x	1.00	= \$ 154.87 /Parcel
<u>Class II</u>	Comm, Indust	<u>Each Acre is assessed at 10 assessment units:</u>			
		\$ 154.87	x	10.00	= \$ 1,548.70 /Acre
<u>Class III</u>	Multi-Family	<u>Each Unit is assessed at 0.70 assessment units:</u>			
		\$ 154.87	x	0.70	= \$ 108.41 /Unit
<u>Class IV</u>	Undeveloped	<u>Each Acre is assessed at 5 assessment units:</u>			
		\$ 154.87	x	5.00	= \$ 774.35 /Acre

DURATION OF ASSESSMENT

The District was formed or annexed in previous years. It is proposed that the Assessments be continued every year after their formation or annexation, so long as the public Improvements need to be maintained and improved, and the City requires funding from the Assessments for these Improvements in the District. As noted previously, the Assessment can continue to be levied annually after the City Council approves an annually updated Engineer's Report, budget for the Assessment, Improvements to be provided, and other specifics of the Assessment. In addition, the City Council must hold an annual public hearing to continue the Assessment.

APPEALS OF ASSESSMENTS LEVIED TO PROPERTY

Any property owner who feels that the Assessment levied on the subject property is in error as a result of incorrect information being used to apply the foregoing method of assessment may file a written appeal with the City of Placentia City Administrator or his or her designee. Any such appeal is limited to correction of an Assessment during the then-current Fiscal Year and applicable law. Upon the filing of any such appeal, the City Administrator or his or

her designee will promptly review the appeal and any information provided by the property owner. If the City Administrator or his or her designee finds that the Assessment should be modified, the appropriate changes shall be made to the Assessment Roll. If any such changes are approved after the Assessment Roll has been filed with the County for collection, the City Administrator or his or her designee is authorized to refund to the property owner the amount of any approved reduction. Any dispute over the decision of the City Administrator or his or her designee shall be referred to the Placentia City Council, and the decision of the City Council shall be final.

ASSESSMENT FUNDS MUST BE EXPENDED WITHIN THE DISTRICT AREA

The net available Assessment funds, after incidental, administrative, financing and other costs shall be expended exclusively for Improvements within the boundaries of the District or as described herein, and appropriate incidental and administrative costs as defined in the Plans and Specifications section.

ASSESSMENT

WHEREAS, the City of Placentia directed the undersigned engineer of Work to prepare and file a report presenting an estimate of costs, a Diagram for the District and an assessment of the estimated costs of the Improvements upon all assessable parcels within the District;

NOW, THEREFORE, the undersigned, by virtue of the power vested in me under the Act, Article XIID of the California Constitution, and the order of the Placentia City Council, hereby makes the following Assessment to cover the portion of the estimated cost of the Improvements, and the costs and expenses incidental thereto to be paid by the District.

The amount to be paid for said Improvements and the expense incidental thereto, to be paid by the District for the Fiscal Year 2018-19 is generally as follows:

TABLE 3 – FY 2018-19 SUMMARY COST ESTIMATE

Salaries & Benefits	\$ 134,355
Operating Expenses	343,900
Capital Expenses	0
Administration and Project Management	10,000
Total for Services	\$ 488,255
Less General Fund Contribution	(24,608)
Less Other Revenue	0
Amount to (from) Dedicated Reserves	(36,031)
Net Amount to Assessments	\$ 427,616

As required by the Act, an Assessment Diagram of the District is hereto attached and incorporated herein by reference. The distinctive number of each parcel or lot of land in the District is its Assessor Parcel Number appearing on the Assessment Roll.

I do hereby assess and apportion the net amount of the cost and expenses of the Improvements, including the costs and expenses incident thereto, upon the parcels and lots of land within the District, in accordance with the special benefits to be received by each parcel or lot, from the Improvements, and more particularly set forth in the Estimate of Cost and Method of Assessment in the Report.

The Assessment is made upon the parcels or lots of land within the District in proportion to the special benefits to be received by the parcels or lots of land, from the Improvements.

Each parcel or lot of land is described in the Assessment Roll by reference to its parcel number as shown on the Assessor's Maps of the County of Orange for the Fiscal Year 2018-19. For a more particular description of the property, reference is hereby made to the deeds and maps on file and of record in the office of the County Recorder of the County.

I hereby will place opposite the Assessor Parcel Number for each parcel or lot within the Assessment Roll, the amount of the assessment for the Fiscal Year 2018-19 for each parcel or lot of land within the District.

Dated: April 18, 2018

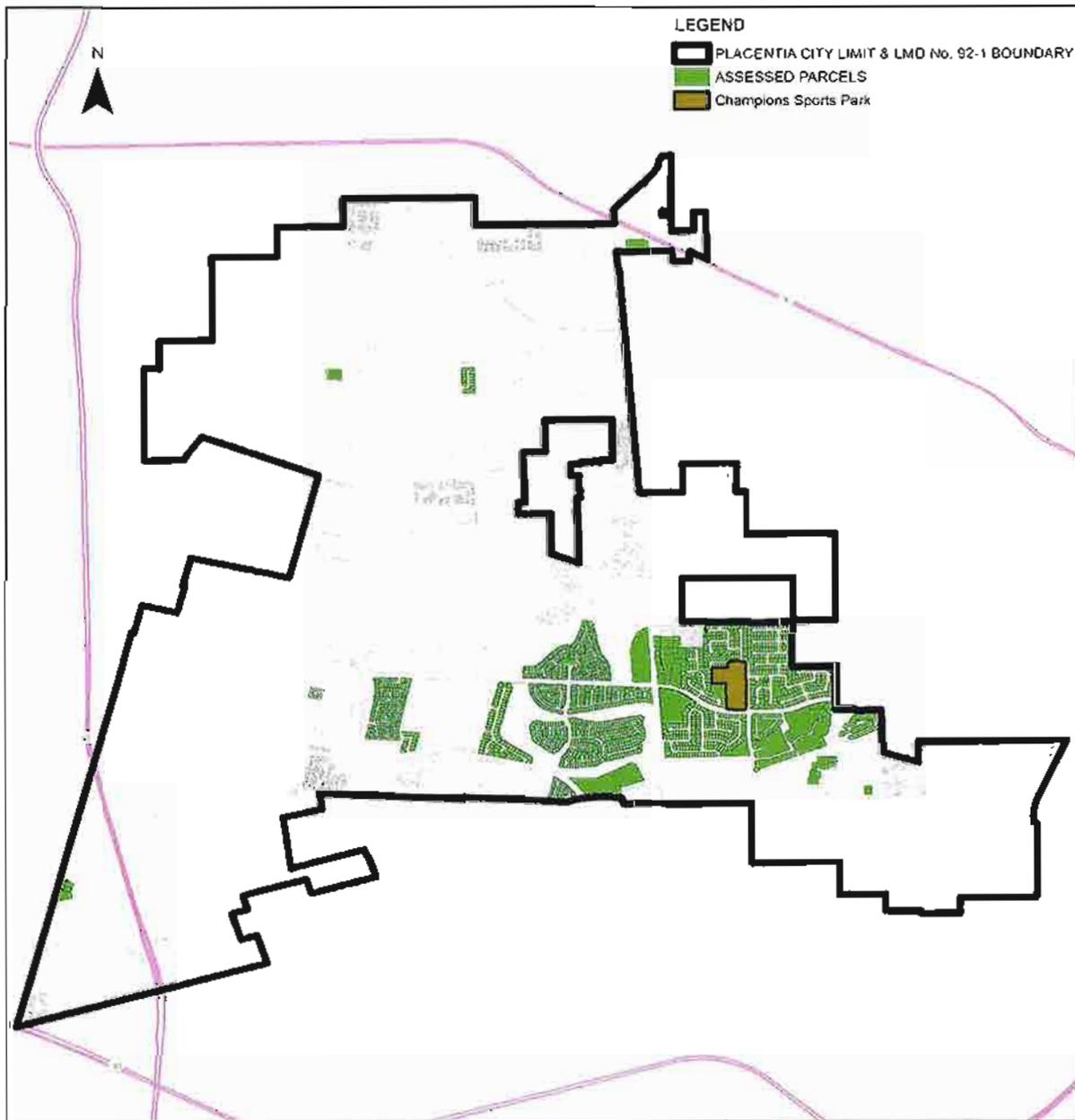
Engineer of Work



By J. Bradshaw
Jerry Bradshaw, License No. C048845

ASSESSMENT DIAGRAM

The District boundary is conterminous with the City Limits. The parcels to be assessed in Landscape Maintenance District No. 92-1 are shown on the Assessment Diagram, which is on file with the City Clerk of the City of Placentia, and includes all those properties included in the original formation of the District and subsequent annexations. The following Assessment Diagram is for general location only and is not to be considered the official boundary map. The lines and dimensions of each lot or parcel within the District are those lines and dimensions as shown on the maps of the Assessor of the County of Orange, for Fiscal Year 2018-19, and are incorporated herein by reference, and made a part of this Diagram and this Report.



PREPARED BY SCI CONSULTING GROUP
4745 MANGELS BLVD
FAIRFIELD CA 94534
(707)430-4300

CITY OF PLACENTIA LANDSCAPING MAINTENANCE DISTRICT No. 92-1
ASSESSMENT DIAGRAM

ASSESSMENT ROLL

An Assessment Roll (a listing of all parcels assessed within the District and the amount of the Assessment) will be filed with the City Clerk and is, by reference, made part of this Report and is available for public inspection during normal office hours at the City Hall at 401 East Chapman Avenue, Placentia, California 92870.

Each lot or parcel listed on the Assessment Roll is shown and illustrated on the latest County Assessor records and these records are, by reference made part of this Report. These records shall govern for all details concerning the description of the lots or parcels.



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: MAY 15, 2018

SUBJECT: **RESOLUTION RELATING TO FISCAL YEAR 2018-19 LEVY OF ASSESSMENTS TO THE CITY OF PLACENTIA STREET LIGHTING DISTRICT NO. 81-1 AND SETTING A PUBLIC HEARING FOR JUNE 5, 2018 AT 7:00 P.M.**

FISCAL
IMPACT: RECOUPED THROUGH ASSESSMENTS: \$154,427
SINGLE FAMILY RESIDENTIAL: \$27.38/ PARCEL
COMMERCIAL/ INDUSTRIAL: \$164.28/ACRE
TENTATIVE/FINAL MAP: \$8.21/UNIT

SUMMARY:

Each year the City must conduct a public hearing to provide for the annual Levy of Assessments for the City of Placentia Street Lighting District (SLD) No. 81-1. As part of this process, a District Engineer's Report is prepared and new properties are annexed into the District. This action will adopt resolutions necessary to set forth a public hearing on June 5, 2018, to provide for the annual levy of assessments for SLD No. 81-1 as well as finalize the annual Engineer's Report.

RECOMMENDATION:

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

1. Adopt Resolution R-2018-XX, A Resolution of the City Council of the City of Placentia finalizing the Engineer's Report for Fiscal Year 2018-19 for the continuation of the annual assessments for Street Lighting District No. 81-1; and
2. Adopt Resolution R-2018-XX, A Resolution of the City Council of the City of Placentia declaring its intention to provide for the annual levy and collection of assessments for certain maintenance within an existing district pursuant to the provisions of Division 15, Part 2, of the California Streets and Highways Code and setting the time and place for a public hearing thereon.

DISCUSSION:

The City Council adopted Resolution No. 81-R-133 on June 2, 1981, establishing SLD No. 81-1 pursuant to provisions of the Landscaping and Lighting Act of 1972, Division 15 of the Streets and

1.d.
May 15, 2018

Highway Code. SLD No. 81-1 includes 814 street lights located along arterial streets throughout the City. SLD No. 81-1 is divided into five (5) distinct zones. Zone A is made up of 3,715 residential parcels. Zone B consists of 315.859 acres of commercial and industrial land. Zone C, which included parcels in the former Santa Fe Lighting District No. 1, no longer exists and has been folded into Zone B. Zone D includes 100 parcels that have a recorded tentative or final map, but are not yet developed. Finally, Zone E includes open space, streets, or landscaped parcels and is exempt from the assessment. The assessment rate charged varies by zone. Zone A properties pay \$27.38 per parcel per year. Zone B pays \$164.28 per acre and Zone C property pays a rate of \$8.21 per unit.

The legal authority for setting the assessments in SLD No. 81-1 is set forth in the Landscape and Lighting Act of 1972 found in Streets and Highways Code §22500, *et seq.* and pertinent provisions of the California Government Code. The annual levy is for the purpose of providing street lighting, and means of assessment for maintenance of same in those existing and newly developing properties designated on the Boundary Map of the District, which is on file in the offices of the City Engineer and City Clerk.

SLD No. 81-1 is exempt from, and not subject to the procedures and approval processes set forth in Article XIII D, Section 4 of the California Constitution enacted by Proposition 218 on November 5, 1996. The reason SLD No. 81-1 is not subject to Proposition 218 can be attributed to the fact that Proposition 218 also enacted Article XIII D, Sections 5 and 5(b) which exempted assessment districts formed prior to November 6, 1996, and which were formed pursuant to a petition signed by those owning all of the parcels subject to the assessment at the time the assessment was initially imposed. This exemption is contingent on there being no increase in the amount assessed on a property owner in a particular category from the prior year. Since SLD No. 81-1 was formed prior to November 6, 1996 pursuant to a petition signed by those owning all of the parcels subject to the assessment at the time the assessment was initially imposed, the District is exempt from the procedures and approval process set forth by Proposition 218.

Two resolutions have been prepared for Council consideration. The first resolution (Attachment No. 1) orders the preparation of plans, specifications, cost estimate and diagram to finalize the annual Engineer's Report. The second resolution (Attachment No. 2) declares the Council's intention to provide for the annual levy and collection of assessments, and establishes June 5, 2018, as the public hearing date.

FISCAL IMPACT:

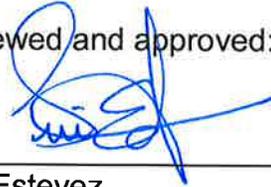
SLD No. 81-1 has estimated expenditures of \$378,250. The proposed assessment rates for FY 2018/19 will generate \$143,375 in revenue leaving a structural deficit of \$234,875 which will be funded by the City's General Fund.

Prepared by:



Elsa Y. Robinson
Management Analyst

Reviewed and approved:



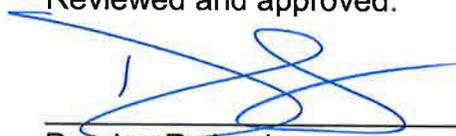
Luis Estevez
Director of Public Works

Reviewed and approved:



Kim Krause
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Resolution R-2018-XX, Directing Final Preparation of the Engineer's Report
2. Resolution R-2018-XX, Setting a Public Hearing
3. Preliminary Engineer's Report, SCI Consulting Group, April 2018

RESOLUTION NO. R-2018-29

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA DIRECTING PREPARATION OF THE FINAL ENGINEER'S REPORT FOR FISCAL YEAR 2017-18 FOR THE CONTINUATION OF THE ANNUAL ASSESSMENTS FOR STREET LIGHTING DISTRICT NO. 81-1

A. Recitals

(i). On June 2, 1981, by its Resolution No. 81-R-133, this Council ordered the formation of and levied the first assessment within the Placentia Street Lighting District No. 81-1 ("District") in accordance with the provisions of Article XIII D of the California Constitution, and the Landscaping and Lighting Act of 1972 (the "Act"), Part 2 of Division 15 of the California Streets and Highways Code (commencing with Section 22500 thereof); and

(ii). The City Council of the City of Placentia, California, desires to initiate proceedings for the annual levy of assessments for said District; and

(iii). The proceedings for the annual levy of assessments shall relate to the fiscal year commencing July 1, 2018, and ending June 30, 2019; and

(iv). The provisions of said Division 15, Part 2, require a written Report, consisting of the following:

1. Plans and specifications of the area of the works of improvement to be maintained;
2. An estimate of the costs for maintaining the improvements for the above-referenced fiscal year;
3. A diagram of the area proposed to be assessed;
4. An assessment of the estimated costs for maintenance work for said fiscal year.

B. Resolution

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

1. The Recitals set forth in Part A., above, are true and correct.
2. The purpose of the District is for the installation, maintenance and servicing of street lighting improvements, as described in Section 3 below.

3. Within the Street Lighting District, the existing and proposed improvements to be undertaken by the City are generally described as the installation, maintenance and servicing of public facilities including, but not limited to, street lighting owned or maintained by the City. Maintenance means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of said improvements, including repair, removal, or replacement of all or part of any improvement. Servicing means the furnishing of electric current or energy for the operation or lighting of any improvements.

5. SCI Consulting Group is hereby designated as Engineer of Work for purposes of these proceedings and is hereby ordered to prepare the final Engineer's Report in accordance with Article 4 of Chapter 1 of the Act and Article XIII D of the California Constitution. Upon completion, the Engineer shall file the Engineer's Report with the City Clerk for submission to the Council.

APPROVED and ADOPTED this 15th day of May 2018.

Chad P. Wanke, Mayor

ATTEST:

Patrick J. Melia, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Patrick J. Melia, City Clerk of the City Of Placentia do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 15^h day of May 2018 by the following vote:

AYES:	Councilmembers:
NOES:	Councilmembers:
ABSENT:	Councilmembers:
ABSTAIN:	Councilmembers:

Patrick J. Melia, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

RESOLUTION NO. R-2018-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA DECLARING ITS INTENTION TO PROVIDE FOR THE ANNUAL LEVY AND COLLECTION OF ASSESSMENTS FOR CERTAIN MAINTENANCE WITHIN AN EXISTING DISTRICT, PURSUANT TO THE PROVISIONS OF DIVISION 15, PART 2, OF THE CALIFORNIA STREETS AND HIGHWAYS CODE AND SETTING THE TIME AND PLACE FOR A PUBLIC HEARING THEREON.

A. Recitals

(i). The City Council of the City of Placentia, in 1981, formed a street lighting district pursuant to the terms and provisions of the Landscaping and Lighting Act of 1972 ("Act"), Division 15, Part 2, of the California Streets and Highways Code, in what is known and designated as:

**CITY OF PLACENTIA
STREET LIGHTING DISTRICT NO. 81-1**

(Hereinafter the "District.")

(ii). Proposition 218 adopted November 5, 1996 added Articles XIII C and XIII D to the California Constitution providing, at Article XIII D, § 5, that new assessment districts formed after November 6, 1996 and assessment increases in existing assessment districts be subject to specified procedures and approval processes set forth in Article XIII D, § 4; and

(iii). California Constitution Article XIII D, §§ 5 and 5 (b), provides that any assessment imposed in an assessment district formed prior to November 6, 1996 pursuant to a petition signed by those owning all of the parcels subject to the assessment at the time such district was formed and the assessment initially imposed, provided there is no increase in the amount assessed on an owner in a particular category of assessment unit, shall be exempt from the procedures and approval process set forth in Article XIII D, § 4; and

(iv). The District was formed prior to November 6, 1996 pursuant to a petition signed by those owning all of the parcels subject to the assessment at the time the assessment was initially imposed; and

(v). There is no increase in the amount proposed to be assessed on any parcel within the District in any category of assessment unit, for the period from Fiscal Year 2017-18 to Fiscal Year 2018-19, thereby rendering the District exempt from the procedures and approval process set forth in Article XIII D, § 4; and

(vi). The City Council desires, pursuant to the provisions of the Act to provide for the annual levy of assessments for the 2018-19 Fiscal Year, to provide for the costs and expenses reasonably necessary for the maintenance of improvements within said District; and

(vii). The assessment engineer has presented a report ("Report"), as required by law, setting forth the reasonably necessary maintenance for Fiscal Year 2018-19 and setting forth the recommended levy therefore.

B. Resolution

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

1. The facts set forth in the Recitals, Part A of this Resolution, are true and correct.
2. The Report has been made, filed with the City Clerk and duly considered by the City Council and is hereby deemed sufficient and preliminarily approved. The Report shall stand as the Engineer's Report for all subsequent proceedings under and pursuant to the foregoing resolution.
3. The public interest and convenience require the annual levy and collection of special assessments for the continual maintenance of improvements, to serve and benefit said District as set forth in the Report of the Engineer, incorporated herein as a part hereof.
4. The Report, setting forth the reasonably necessary maintenance for Fiscal Year 2018-19 and setting forth the recommended levy therefore, hereby is received and is directed to be filed in the Office of the City Clerk.
5. The public interest and convenience require, and it is the intention of this City Council to order, reasonably necessary maintenance for Fiscal Year 2018-19, and further it is determined to be in the public interest and convenience to levy and collect annual assessments to pay the costs and expenses of said maintenance and improvements as estimated in said "Report."
6. The assessments levied and collected shall be for the maintenance of certain street light improvements, maintenance, and servicing as set forth in the Engineer's Report, referenced and so incorporated herein.
7. NOTICE IS HEREBY GIVEN THAT ON TUESDAY, JUNE 5, 2018, AT 7:00 P.M. OR AS SOON THEREAFTER AS THE MATTER MAY BE HEARD, IN THE COUNCIL CHAMBERS LOCATED AT 401 E. CHAPMAN AVENUE, PLACENTIA, THE CITY COUNCIL SHALL CONDUCT A PUBLIC HEARING TO RECEIVE PROTESTS OR OBJECTIONS, IF ANY THERE BE, REGARDING THE LEVEL OF MAINTENANCE

AND THE LEVY OF ASSESSMENTS WITHIN AND UPON ALL PROPERTY WITHIN STREET LIGHTING DISTRICT NO. 81-1. ANY PERSON WHO WISHES TO OBJECT TO THE PROCEEDINGS FOR THE ANNUAL LEVY SHOULD FILE A WRITTEN PROTEST WITH THE CITY CLERK PRIOR TO THE TIME SET AND SCHEDULED FOR SAID PUBLIC HEARING.

8. The City Council hereby directs the City Clerk to give notice of a public hearing, pursuant to California Government Code § 6061, in a newspaper of general circulation within the City.

9. The City Clerk is further directed to cause a copy of this Resolution to be posted upon the official bulletin board customarily used for the posting of notices and to mail, by first class mail, a copy of the notice to those interested parties who have filed written requests.

10. For any and all information relating to the proceedings, protest procedure, any documentation and/or information of a procedural or technical nature, your attention is directed:

Luis Estevez
Public Works Department
City of Placentia
401 East Chapman Avenue
Placentia, California 92870
(714) 993-8131

APPROVED and ADOPTED this 1st day of May 2018.

Chad P. Wanke, Mayor

ATTEST:

Patrick J. Melia, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Patrick J. Melia, City Clerk of the City Of Placentia do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 1st day of May 2018, by the following vote:

AYES:	Councilmembers:
NOES:	Councilmembers:
ABSENT:	Councilmembers:
ABSTAIN:	Councilmembers:

Patrick J. Melia, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney



CITY OF PLACENTIA
STREET LIGHTING DISTRICT No. 81-1

ENGINEER'S REPORT

APRIL 2018

FISCAL YEAR 2018-19

PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972 AND
ARTICLE XIII D OF THE CALIFORNIA CONSTITUTION

ENGINEER OF WORK:

SCI Consulting Group

4745 MANGELS BOULEVARD
FAIRFIELD, CALIFORNIA 94534

PHONE 707.430.4300

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WWW.SCI-CG.COM

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CITY OF PLACENTIA

CITY COUNCIL

Chad P. Wanke, Mayor
Rhonda Shader, Mayor Pro Tem
Craig Green, Councilmember
Ward Smith, Councilmember
Jeremy B. Yamaguchi, Councilmember

CITY ADMINISTRATOR

Damien Arrula

INTERIM CHIEF FINANCIAL OFFICER

Shally Lin

PUBLIC WORKS MANAGER

Luis Estevez

CITY ATTORNEY

Christian L. Bettenhausen

ENGINEER OF WORK

SCI Consulting Group
Lead Assessment Engineer, Jerry Bradshaw, P.E.

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INTRODUCTION

OVERVIEW

The City of Placentia (the "City") serves and maintains streetlights and associated improvements (the "Improvements") in certain parts of the City. In order to fund the maintenance and operation (the "Services") of these projects and improvements, the City has formed Street Lighting District No. 81-1 ("District"). This Engineer's Report ("Report") was prepared to establish the budget for maintenance and operation of the Improvements (as described below) that will be funded by the 2018-19 assessments and other revenue, and to determine the general and special benefits received from the Improvements by property within the District and the method of assessment apportionment to lots and parcels. This Report and the assessments have been made pursuant to the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code (the "Act") and Article XIII D of the California Constitution (the "Article").

ENGINEER'S REPORT AND CONTINUATION OF ASSESSMENTS

The assessment has been continued for over 30 years. In each subsequent year for which the assessments will be continued, the Placentia City Council (the "Council") must direct the preparation of an Engineer's Report, budgets, and proposed assessments for the upcoming fiscal year. After the report is completed, the City Council may preliminarily approve the Engineer's Report and the continued assessments and establish the date for a public hearing on the continuation of the assessments. Accordingly, this Engineer's Report (the "Report") was prepared pursuant to the direction of the City Council.

As required by the Act, this Report includes plans and specifications, a diagram or map of the District, the benefits received by property from the Improvements within the District, and the method of assessment apportionment to lots and parcels within the District.

If the Council approves this Engineer's Report and the continuation of the Assessments by resolution, a notice of public hearing must be published in a local newspaper at least 10 days prior to the date of the public hearing. The resolution preliminarily approving the Engineer's Report and establishing the date for a public hearing is typically used for this notice.

Following the minimum 10-day time period after publishing the notice, a public hearing is held for the purpose of allowing public testimony about the proposed continuation of the Assessments. This hearing is currently scheduled for June 5, 2018. At this hearing, the Council will consider approval of a resolution confirming the continuation of the Assessments for fiscal year 2018-19. If so confirmed and approved, the Assessments would be submitted to the Orange County Auditor/Controller for inclusion on the property tax rolls for fiscal year 2018-19.

Beginning in 2014, SCI Consulting Group became the Assessment Engineer for the District. To maintain an accurate reference and legally defensible record of the District, pertinent language used in previous engineer's reports has been retained herein and is cited in italics as appropriate.

STREET LIGHTING DISTRICT BACKGROUND

Street Lighting District No. 81-1 was formed in 1981. Prior to that, the County of Orange had established and maintained street lighting assessment districts within the City of Placentia. After the passage of Proposition 13 in 1978, the County decided to cease annexations to its existing districts. In response to that, the City formed its own district (No. 81-1) to allow for future development to be included in an assessment district providing street lighting services.

The portions of the City previously included in the County's street light assessment remained under the County's jurisdiction until 1996, when the City took over management of those areas. However, they were not annexed into District No. 81-1, and continue to be funded and operated separately from the District. Therefore, those areas and the parcels therein are not included in this report or the assessment calculations herein.

LEGISLATIVE ANALYSIS

PROPOSITION 218

The Right to Vote on Taxes Act was approved by the voters of California on November 6, 1996, and is now Article XIII C and XIII D of the California Constitution. Proposition 218 provides for benefit assessments to be levied to fund the cost of providing services, improvements, as well as maintenance and operation expenses to a public improvement which benefits the assessed property

SILICON VALLEY TAXPAYERS ASSOCIATION, INC. V SANTA CLARA COUNTY OPEN SPACE AUTHORITY

In July of 2008, the California Supreme Court issued its ruling on the Silicon Valley Taxpayers Association, Inc. v. Santa Clara County Open Space Authority ("SVTA"). This ruling is the most significant court case in further legally clarifying the substantive assessment requirements of Proposition 218. Several of the most important elements of the ruling included further emphasis that:

- Benefit assessments are for special benefits to property, not general benefits.
- The services and/or improvements funded by assessments must be clearly defined.
- Assessment districts must be drawn to contain all parcels that receive a special benefit from a proposed public improvement.
- Assessments paid in each assessment district must be proportional to the special benefit received by each such parcel from the improvements and services funded by the assessment.

This Engineer's Report and the process used to establish the continuation of the assessments for fiscal year 2018-19 are consistent with the SVTA decision and with the requirements of Article XIII C and XIII D of the California Constitution based on the following factors:

1. The District is drawn to include the entire City; although only parcels deriving special benefits are included in the assessment rolls. Thus, zones of benefit are not required and the assessment revenue derived from real property in the District is extended only on the Improvements in the District.
2. The Improvements which are constructed and maintained with assessment proceeds in the District are located in close proximity to the real property subject to the assessment. The Improvements provide illumination to streets and sidewalks enabling improved access to the residents of such assessed property. The proximity of the Improvements to the assessed parcels and the improved access and increased safety provided to of the residents of the assessed parcels by the Improvements provides a special benefit to the parcel being assessed pursuant to the factors outlined by the Supreme Court in that decision.
3. Due to their proximity to the assessed parcels, the Improvements financed with assessment revenues in the District benefit the properties in that District in a manner different in kind from the benefit that other parcels of real property in the City derive from such Improvements, and the benefits conferred on such property in the District are more extensive than a general increase in property values.
4. The assessments paid in the District are proportional to the special benefit that each parcel within that Assessment District receives from the Improvements because:
 - a. The specific lighting Improvements and maintenance and utility costs thereof in the District and the costs thereof are specified in this Report; and
 - b. Such Improvement and maintenance costs in the District are allocated among different types of property located within the District, and equally among those properties which have similar characteristics, such as single-family residential parcels, multi-family residential parcels, commercial parcels, industrial parcels, etc.

DAHMS V. DOWNTOWN POMONA PROPERTY

On June 8, 2009, the 4th Court of Appeal amended its original opinion upholding a benefit assessment for property in the downtown area of the City of Pomona in Dahms v. Downtown Pomona Property ("*Dahms*"). On July 22, 2009, the California Supreme Court denied review. In Dahms the Court upheld an assessment that was 100% special benefit (i.e. 0% general benefit) on the rationale that the services and improvements funded by the assessments were directly provided to property in the assessment district. The Court also upheld discounts and exemptions from the assessment for certain properties.

BONANDER V. TOWN OF TIBURON

On December 31, 2009, in *Bonander v. Town of Tiburon* ("*Bonander*"), the 1st District Court of Appeal overturned a benefit assessment approved by property owners to pay for placing overhead utility lines underground in an area of the Town of Tiburon. The Court invalidated the assessments primarily on the grounds that the assessments had been apportioned to assessed property based in part on relative costs within sub-areas of the assessment district instead of the overall cost of the improvements and the overall proportional special benefits.

BEUTZ V. COUNTY OF RIVERSIDE

On May 26, 2010 the 4th District Court of Appeals issued a decision in the *Steven Beutz v. County of Riverside* ("*Beutz*"). This decision overturned an assessment for park maintenance in Wildomar, California, primarily because the general benefits associated with improvements and services was not explicitly calculated, quantified and separated from the special benefits.

GOLDEN HILL NEIGHBORHOOD ASSOCIATION V. CITY OF SAN DIEGO

On September 22, 2011, the San Diego Court of Appeal issued a decision on the *Golden Hill Neighborhood Association v. City of San Diego* appeal. This decision overturned an assessment for street and landscaping maintenance in the Greater Golden Hill neighborhood of San Diego, California. The court described two primary reasons for its decision. First, like in *Beutz*, the court found the general benefits associated with services were not explicitly calculated, quantified and separated from the special benefits. Second, the court found that the City had failed to record the basis for the assessment on its own parcels.

COMPLIANCE WITH CURRENT LAW

This Engineer's Report is consistent with the requirements of Article XIII C and XIII D of the California Constitution and with the *SVTA* decision because the Improvements to be funded are clearly defined; the Improvements are directly available to and will directly benefit property in the District; and the Improvements provide a direct advantage to property in the District that would not be received in absence of the Assessments.

This Engineer's Report is consistent with *Beutz*, *Dahms* and *Greater Golden Hill* because the Improvements will directly benefit property in the District and the general benefits have been explicitly calculated and quantified and excluded from the Assessments. The Engineer's Report is consistent with *Bonander* because the Assessments have been apportioned based on the overall cost of the Improvements and Services and proportional special benefit to each property, rather than the proportional cost to the District to provide the Improvements to specific properties.

PLANS AND SPECIFICATIONS

The work and Improvements proposed to be undertaken by the City and the cost thereof paid from the levy of the annual assessment provide special benefit to Assessor Parcels within the District defined in the Method of Assessment herein. Consistent with the Act, the Improvements are generally described as follows:

Facilities and Improvements

The facilities and improvements within the District are defined as street light standards, their appurtenances and energy and maintenance costs to operate them. Street lighting systems in the District consist of Edison-owned lights as of the date of this report, as shown below.

TABLE 1 – DISTRICT FACILITIES

No. of Lights	Size of Lumens	Type of Light	Owner
31	5800	Sodium Vapor	S.C.E.
43	9500	Sodium Vapor	S.C.E.
222	16000	Sodium Vapor	S.C.E.
518	22000	Sodium Vapor	S.C.E.
Total	814		

Scope of Work

Southern California Edison company (S.C.E) shall be the supplier of electrical energy for all of the above listed street lights as well as providing needed maintenance and replacements for those street lights owned by S.C.E. Costs for electrical energy and maintenance of S.C.E-owned street lights shall be billed to the City by S.C.E. The City shall disburse payments to S.C.E. from the Special Fund established for the District. Costs incurred by the City for: administration, engineering, operations and other related requirements shall be paid from the District's Special Fund for those costs.

Changes and Modifications to the District

Modifications to the District structure could include but are not limited to:

- *Substantial changes or expansion of the improvements provided*
- *Substantial changes in the service provided*

- *Modifications or restructuring of the district including annexation or detachment of specific parcels*
- *Revisions in the method of apportionment*
- *Proposed new or increased assessments ¹*

¹ From the 2013-14 Engineer's Annual Levy Report, City of Placentia, Street Lighting District No. 81-1, dated June 4, 2013.

FISCAL YEAR 2018-19 ESTIMATE OF COST AND BUDGET

BUDGET FOR FISCAL YEAR 2018-19

The 1972 Act provides that the total costs for providing the maintenance and servicing of the District Improvements and facilities can be recovered in the assessment spread including incidental expenses. The latter can include engineering fees, legal fees, printing, mailing, postage, publishing and all other costs identified with the District proceedings.

An estimate of District costs for fiscal year 2018-19 for the maintenance and servicing of the Improvements is provided below.

TABLE 2 – FY 2018-19 ESTIMATE OF COSTS

<u>Expenditure Item</u>	<u>Amount</u>
Legal Services	\$ -
Engineering Services	9,000
Other Professional Services	-
Repair / Maintenance Services	8,500
Advertising	500
City Administrative Services	-
Postage	250
Electricity	360,000
Estimated Expenditures	\$ 378,250
<u>Revenue Item</u>	<u>Amount</u>
Direct Benefit Assessments	\$ 155,081
General Fund Contribution	223,169
Estimated Revenues	\$ 378,250
<u>Budget Allocation to Parcels</u>	<u>Amount</u>
Total Assessment Budget ^A	\$ 155,081
Total Assessment Units (AUs)	5,664.014
Assessment per Assessment Unit (AU) ^B	\$ 27.38

Notes to Estimate of Costs:

A. The Act requires that proceeds from the assessments must be deposited into a special fund that has been set up for the revenues and expenditures of the District. Moreover, funds raised by the assessment shall be used only for the purposes stated within this Report. Any balance remaining at the end of the Fiscal Year, June 30, must be carried over to the next Fiscal Year. The District may also establish a reserve fund for contingencies and special projects as well as a capital improvement fund for accumulating funds for larger capital improvement projects or capital renovation needs. Any remaining balance would

either be placed in the reserve fund, the capital improvement fund, or would be used to reduce future years' assessments.

B. The rate shown here is for an Assessment Unit (single family home or its equivalent). For the definition of the term AU and rates for other types of property, see the section titled, "Method of Assessment" and the sections following it in this report.

METHOD OF ASSESSMENT

METHOD OF APPORTIONMENT

This section of the Engineer's Report includes an explanation of the benefits to be derived from the installation, maintenance and servicing of the Improvements throughout the District and the Assessment methodology used to apportion the total Assessment to properties within the Assessment District.

The District consists of certain assessor parcels within the boundaries as defined by the Assessment Diagram referenced in this report and the parcels identified by the Assessor Parcel Numbers listed with the levy roll. The parcel list includes all privately and publically owned parcels as shown. The method used for apportioning the Assessment is based on the proportional special benefits to be derived by the properties in the District over and above general benefits conferred on real property or to the public at large. The apportionment of special benefit is a two-step process: the first step is to identify the types of special benefit arising from the Improvements, and the second step is to allocate the Assessments to property based on the estimated relative special benefit for each type of property.

DISCUSSION OF BENEFIT

In summary, the Assessments can only be levied based on the special benefit to property. This benefit is received by property over and above any general benefits. Moreover, such benefit is not based on any one property owner's use of the Improvements or a property owner's specific demographic status. With reference to the requirements for Assessments, Section 22573 of the Landscaping and Lighting Act of 1972 states:

The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements.

Proposition 218, as codified in Article XIID of the California Constitution, has confirmed that Assessments must be based on the special benefit to property and that the special benefits must exceed the cost of the assessment:

No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel.

The SVTA decision clarifies that a special benefit is a service or improvement that provides a direct advantage to a parcel and that indirect or derivative advantages resulting from the overall public benefits from a service or improvement are general benefits.

The following benefit categories summarize the types of special benefit to residential, commercial, industrial and other lots and parcels resulting from the Improvements to be provided with the assessment proceeds. These types of special benefit are summarized as follows:

- A. Creation of individual lots for residential and commercial use that, in absence of the Assessments, would not have been created
- B. Improved visibility and safety
- C. Improved access
- D. Improved community character and vitality

SPECIAL BENEFIT

The special benefits from the Improvements are further detailed below:

CREATION OF INDIVIDUAL LOTS FOR RESIDENTIAL AND COMMERCIAL USE THAT, IN ABSENCE OF THE ASSESSMENTS, WOULD NOT HAVE BEEN CREATED

In most of the District, the original owner/developer(s) of the property within the District agreed unanimously to the Assessments. The Assessments provide the necessary funding for public improvements that were required as a condition of development and subdivision approval. Therefore, such Assessments allowed the original property to be subdivided and for development of the parcels to occur. As parcels were sold, new owners were informed of the Assessments through the title reports, and in some cases, through Department of Real Estate "White Paper" reports that the parcels were subject to assessment. Purchase of property was also an "agreement" to pay the Assessment. Therefore, in absence of the Assessments, the lots within most of the District would not have been created. These parcels, and the improvements that were constructed on the parcels, receive direct advantage and special benefit from the Assessments.

IMPROVED VISIBILITY AND SAFETY

Well maintained, effective street lighting provides special benefit to proximate parcels, within the range of the light, because it allows for safer and improved use of the property in the evenings and at night. Street lighting provides special benefit as it increases neighborhood safety and reduces the likelihood of crime on the proximate parcels. Over time, the Improvements continue to confer a particular and distinct special benefit upon parcels within the District because of the nature of the Improvements. The proper maintenance of the streetlights and appurtenant facilities reduces property-related crimes, especially vandalism, against assessed properties in the District.

IMPROVED ACCESS

Well maintained, effective street lighting enhances ingress, egress and accessibility of all forms to the assessed parcels in the evening and at night by increasing visibility. Improved

visibility also helps prevent local and pedestrian traffic accidents related to the assessed parcels.

IMPROVED COMMUNITY CHARACTER AND VITALITY

Well maintained, effective street lighting promotes evening and nighttime social interaction of residents and customers of businesses and industry. This creates a positive atmosphere and enhanced community image in the evening and at night for the assessed parcels.

All of the above-mentioned items also contribute to a specific enhancement to each of the parcels within the District. The proximate street lights clearly make each parcel safer, more visible, more accessible, more useful, more valuable and more desirable; and this further strengthens the basis of these Assessments.

GENERAL VERSUS SPECIAL BENEFIT

The proceeds from the District are used to fund Improvements and increased levels of maintenance to the public facilities that serve and benefit the assessed properties in the District. In absence of the District, such Improvements would not be properly maintained. Therefore, the District's purpose is to ensure that the necessary and beneficial public facilities for property in the District are properly maintained and repaired over time. The assessments will ensure that street lighting and associated improvements within and adjacent to the District are functional, well maintained and safe. These public resources directly benefit the property in the District and will confer distinct and special benefits to the assessed properties within the District. Moreover, in absence of the assessments, a condition of development would not be met and future construction in the District could be denied. The creation of individual lots, if any, and the approval for construction in the District, is the overriding clear and distinct special benefit conferred exclusively on property in the District and not enjoyed by other properties outside the District. Therefore, the assessments solely provide special benefit to assessed property in the District over and above the general benefits conferred to the public at large or properties outside the District.

Although the Improvements maintained by the Services may be available to the general public at large, the Improvements and Services are specifically designed, located and created to provide additional and improved resources for property inside the District, and not the public at large. Other properties that are outside the District do not enjoy the unique proximity and other special benefit factors described previously. These Improvements and Services are of special benefit to properties located within the District because they provide a direct advantage to properties in the District that would not be provided in absence of the Assessments. Any general benefits to surrounding properties outside of the District, if any there were, are collateral and conferred concomitantly.

QUANTIFICATION OF GENERAL BENEFIT

Although the analysis used to support these assessments concludes that the benefits are solely special, as described above, consideration is made for the suggestion that a portion

of the benefits are general. General benefits cannot be funded by these assessments – the funding must come from other sources.

The maintenance and servicing of these improvements is also partially funded, directly and indirectly from other sources including the City of Placentia, Orange County, and the State of California. This funding comes in the form of grants, development fees, special programs, and general funds, as well as direct maintenance and servicing of other co-located facilities (e.g., curbs, gutters, streets, drainage systems, etc.). This funding from other sources more than compensates for general benefits, if any, received by the properties within the District.

In the 2009 Dahms case, the court upheld an assessment that was 100% special benefit on the rationale that the services funded by the assessments were directly provided within the assessment district. It is also important to note that the improvements and services funded by the assessments in Pomona are similar to the improvements and services funded by the Assessments described in this Engineer's Report, and the Court found these improvements and services to be 100% special benefit. Also similar to the assessments in Pomona, the Assessments described in this Engineer's Report fund Improvements and Services directly provided within the District, and every benefiting property in the District enjoys proximity and access to the Improvements. Therefore, Dahms establishes a basis for minimal or zero general benefits from the Assessments.

STEP 1 – CALCULATE GENERAL BENEFIT

The General Benefits from this assessment may be quantified as illustrated in the following table.

TABLE 3 – CALCULATION OF GENERAL BENEFIT

Benefit Factor	Relative Weight	General Benefit Contribution	Relative General Benefit
Creation of individual lots for development or approval of building permits	85	0%	0
Improved nighttime visibility and safety	5	25%	1.25
Improved Access	5	25%	1.25
Improved Community Character and Vitality	5	25%	1.25
Total	100		3.75
		Total Calculated General Benefit	3.75%

As a result, the City of Placentia will contribute at least 2.5% of the total budget from sources other than the assessment. This contribution offsets any general benefits from the Assessment Services.

STEP 2 – CALCULATE THE CURRENT GENERAL BENEFIT CONTRIBUTION FROM THE CITY

This general benefit contribution is the sum of the following components:

The City of Placentia owns, maintains, rehabilitates and replaces curb and gutter along the border of the District improvements. This curb and gutter serves to support, contain, retain, manage irrigation flow and growth, and provide a boundary for the Improvements. The contribution from the City of Placentia towards general benefit from the maintenance, rehabilitation, and replacement of the curb and gutter is conservatively estimated to be 1%.

The City of Placentia owns and maintains a storm drainage system along the border of the District Improvements. This system serves to prevent flooding and associated damage to the improvements, and manage urban runoff including local pollutants loading from the Improvements. The contribution from the City of Placentia towards general benefit from the maintenance, and operation of the local storm drainage system is conservatively estimated to be 1%.

The City of Placentia owns and maintains local public streets along the border of the District Improvements. These public streets provide access to the Improvements for its enjoyment as well as efficient maintenance. The contribution from the City of Placentia towards general benefit from the maintenance of local public streets is conservatively estimated to be 1%.

The value of the construction of the improvements can be quantified and monetized as an annuity. Since this construction was performed and paid for by non-assessment funds, this "annuity" can be used to offset general benefit costs, and is conservatively estimated to contribute 10%.

Therefore the total General Benefit is conservatively quantified at 2.5% which is more than offset by the total non-assessment contribution towards general benefit of 13%.

METHOD OF APPORTIONMENT

The development of an Assessment methodology requires apportioning to determine the relative special benefit for each property. As the District was formed by a different engineer of record, the precise language from the most recent Engineer's Report is included below:

The methodology used fairly distributes the cost of the street lighting system in relation to the benefits received. For Fiscal Year 2018-19 there are 4,059 parcels of property in the District, grouped into one of three benefit zones for assessment purposes. The District was originally established with five benefit zones (A through E) to distinguish variations in benefit. However, Zone C is no longer applicable. The five benefit zones originally established for the District include the following:

Zone A: Single Family residential, whether detached or condominium.

- Zone B: Commercial, industrial, churches, apartments, etc., either developed or in process of development.*
- Zone C: Parcels in the former Santa Fe Lighting District No. 1. This zone designation was originally established to distinguish specific non-residential parcels that were previously part of the Santa Fe Lighting District No. 1 and were annexed to this District. Originally, the assessments for these parcels included a temporary loan. The loan recoupment has been satisfied and these parcels are now included as part of Zone B.*
- Zone D: Parcels that have a recorded tentative or final map, but are not yet developed.*
- Zone E: Open Space, street areas, or landscape strip parcels are considered to receive no benefit. Parcels within this zone are exempt from assessment.*

The basic methodology of apportionment developed for this District in 1981-82 is based on assessment unit. This methodology assigns each residential parcel in Zone A one assessment unit (AU). The relationship between residential parcels in Zone A and acreage parcels in Zone B was established at a six to one ratio based on general density figures for the City. Zone C originally designated parcels that were part of the former Santa Fe Street Lighting District No. 1. The assessments for parcels in Zone C originally included the conversion improvement costs associated with these parcels and were spread over a two-year period. These conversion costs have been satisfied and the Zone C parcels are now included in Zone B. Zone C has been eliminated. Zone D designates parcels where the final tract or parcel maps have been approved and recorded, however construction is not yet in progress. This zone is assessed at 30% of one assessment unit per parcel or proposed parcels based on the approved tract map, whichever is the greater of the two.²

ANNUAL ASSESSMENT CALCULATION

For fiscal year 2018-19, the amount of Assessments for the District is not increased from prior years. The calculations for maintenance, service and incidentals follows:

² From the 2013-14 Engineer's Annual Levy Report, City of Placentia, Street Lighting District No. 81-1, dated June 4, 2013. Zone E was reported to have 33 parcels, but they were not identified in the accompanying data. Therefore those parcels are not included in the current data. Because they are exempt from assessment, there is no effect on the assessment apportionment calculations.

TABLE 4 – ASSESSMENT CALCULATION

Zone	Quantity		AU Ratio Factor		Assessment Units	
A	3,749 units	x	1.00	=	3,749.000 AU	
B	315.919 acres	x	6.00	=	1,895.514 AU	
D	65 units	x	0.30	=	19.500 AU	
TOTAL Assessment Units					5,664.014 AU	
AU Cost		\$155,080.70	/	5,664.014 AU	=	\$27.38 /AU

Zone Assessments					
<u>Zone A</u>	<u>Each residential unit is assessed at one assessment unit:</u>				
	\$27.38	x	1.00	=	27.38 /Parcel
<u>Zone B</u>	<u>Each acre is assessed at six assessment units:</u>				
	\$27.38	x	6.00	=	164.28 /Acre
<u>Zone D</u>	<u>Each unit or parcel (the greater) is assessed at 0.30 assessment units</u>				
	\$27.38	x	0.30	=	8.21 /Unit

DURATION OF ASSESSMENT

The District was formed or annexed in previous years. It is proposed that the Assessments be continued every year after their formation or annexation, so long as the public Improvements need to be maintained and improved, and the City requires funding from the Assessments for these Improvements in the Assessment Districts. As noted previously, the Assessment can continue to be levied annually after the City Council approves an annually updated Engineer's Report, budget for the Assessment, Improvements to be provided, and other specifics of the Assessment. In addition, the City Council must hold an annual public hearing to continue the Assessment.

APPEALS AND INTERPRETATION

Any property owner who feels that the assessment levied on the subject property is in error as a result of incorrect information being used to apply the foregoing method of assessment, may file a written appeal with the City of Placentia Public Works department. Any such

appeal is limited to correction of an assessment during the then current or, if before July 1, the upcoming fiscal year. Upon the filing of any such appeal, the City of Placentia City Engineer or his or her designee will promptly review the appeal and any information provided by the property owner. If the City Engineer of the City of Placentia or her or his designee finds that the assessment should be modified, the appropriate changes shall be made to the assessment roll. If any such changes are approved after the assessment roll has been filed with the County for collection, the City Engineer or his or her designee is authorized to refund to the property owner the amount of any approved reduction. Any dispute over the decision of the City Engineer or her or his designee shall be referred to the Public Works Manager, whose decision shall be final.

ASSESSMENT STATEMENT

WHEREAS, the City of Placentia directed the undersigned Engineer of Work to prepare and file a report presenting an estimate of costs, a diagram for the District, and an assessment of the estimated costs of the Improvements upon all assessable parcels within the District;

Now, THEREFORE, the undersigned, by virtue of the power vested in me under the Act, Article XIII D of the California Constitution, and the order of the Placentia City Council, hereby makes the following assessment to cover the portion of the estimated cost of the Improvements, and the costs and expenses incidental thereto to be paid by the District.

The amount to be paid for the Improvements and the expense incidental thereto, to be paid by the District for the fiscal year 2018-19 is generally as follows:

**TABLE 5 – FY 2018-19 SUMMARY COSTS ESTIMATE
FOR STREET LIGHTING DISTRICT NO. 81 -1**

Operating Expenses	\$ 369,000
Capital Expenses	0
Administration and Project Management	16,975
Total for Services	\$ 385,975
Less General Fund Contribution	\$ (230,894)
Less Other Revenue	0.00
Amount to (from) Dedicated Reserves	0.00
Net Amount to Assessments	\$ 155,081

As required by the Act, an Assessment Diagram of the District is hereto attached and incorporated herein by reference. The distinctive number of each parcel or lot of land in the District is its Assessor Parcel Number appearing on the Assessment Roll.

I do hereby assess and apportion the net amount of the cost and expenses of the Improvements, including the costs and expenses incident thereto, upon the parcels and lots of land within the District, in accordance with the special benefits to be received by each parcel or lot, from the Improvements, and more particularly set forth in the Estimate of Cost and Method of Assessment in the Report.

The Assessments are made upon the parcels or lots of land within the District in proportion to the special benefits to be received by the parcels or lots of land, from the Improvements.

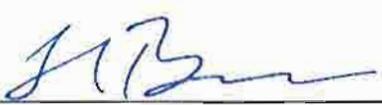
Each parcel or lot of land is described in the Assessment Roll by reference to its parcel number as shown on the Assessor's Maps of the County of Orange for the Fiscal Year 2018-19. For a more particular description of said property, reference is hereby made to the deeds and maps on file and of record in the office of the County Recorder of the County.

I hereby place opposite the Assessor Parcel Number for each parcel or lot within the Assessment Roll, the amount of the assessment for the fiscal year 2018-19 for each parcel or lot of land within the District.

Dated: April 18, 2018

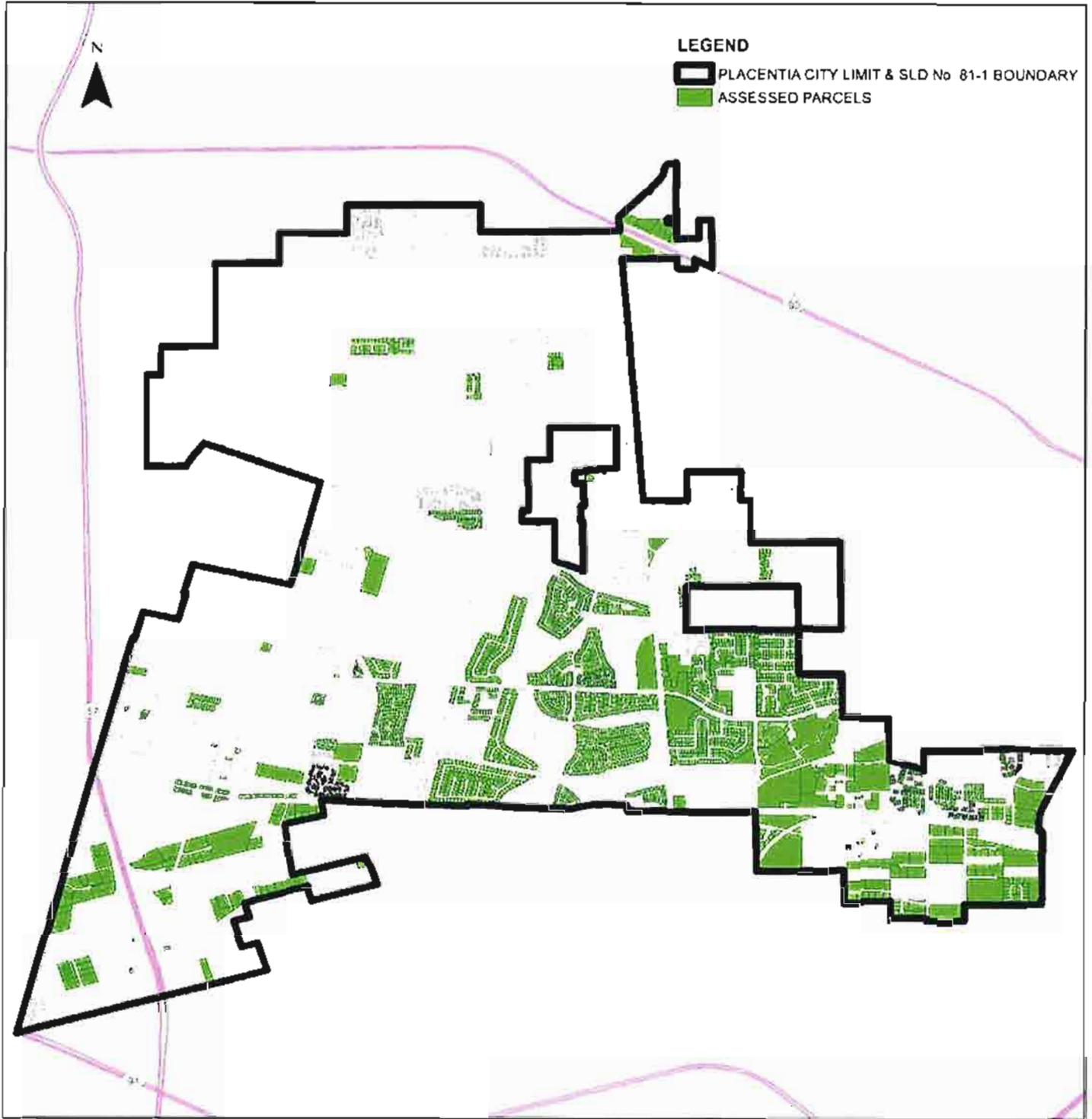


Engineer of Work

By 
Jerry Bradshaw, License No. C048845

ASSESSMENT DIAGRAM

The District boundary is conterminous with the City Limits. The parcels to be assessed in Street Lighting District No. 81-1 are shown on the Assessment Diagram, which is on file with the City Clerk of the City of Placentia, and includes all those properties included in the original formation of the District and subsequent annexations. The following Assessment Diagram is for general location only and is not to be considered the official boundary map. The lines and dimensions of each lot or parcel within the District are those lines and dimensions as shown on the maps of the Assessor of the County of Orange, for Fiscal Year 2018-19, and are incorporated herein by reference, and made a part of this Diagram and this Report.



PREPARED BY SCI CONSULTING GROUP
4745 MANUELS BLVD
FAIRFIELD CA 94534
(707) 430-4300

**CITY OF PLACENTIA STREET LIGHTING DISTRICT No. 81-1
ASSESSMENT DIAGRAM**

CITY OF PLACENTIA
STREET LIGHTING DISTRICT No. 81-1
ENGINEER'S REPORT, FY 2018-19



ASSESSMENT ROLL

An Assessment Roll (a listing of all parcels assessed within the District and the amount of the Assessment) will be filed with the City Clerk and is, by reference, made part of this Report and is available for public inspection during normal office hours at the City Hall at 401 East Chapman Avenue, Placentia, California 92870.

Each lot or parcel listed on the Assessment Roll is shown and illustrated on the latest County Assessor records and these records are, by reference made part of this Report. These records shall govern for all details concerning the description of the lots or parcels.



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: CITY ADMINISTRATOR
FROM: CHIEF OF POLICE
DATE: MAY 15, 2018
SUBJECT: **AGREEMENT RENEWAL FOR LAW ENFORCEMENT COURT LIAISON SERVICES WITH THE CITY OF LA HABRA**

FISCAL
IMPACT: EXPENSE: \$33,265 FY 2018-19 GENERAL FUND
\$35,515 FY 2019-20 GENERAL FUND
\$37,765 FY 2020-21 GENERAL FUND
BUDGETED: \$33,265 FY 2018-19 DEPARTMENT CONTRACT SERVICES

SUMMARY:

The City of La Habra (La Habra) has been providing court liaison services to the City of Placentia (Placentia) for over 18 years. This has been a cost-effective means of handling and processing subpoenas in all criminal and civil matters as well as processing and tracking all criminal cases for Placentia. This agreement continues the services provided by La Habra to act as the court liaison on behalf of Placentia for an additional three (3) years.

RECOMMENDATION:

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

1. Approve the Agreement for Law Enforcement Court Liaison Services with the City of La Habra for a three (3) year term ending June 30, 2021; and
2. Authorize the City Administrator and/or his designee to execute all the necessary documents, in a form approved by the City Attorney.

DISCUSSION:

Over the past several years, La Habra and Placentia have entered into an agreement for court liaison services. Under this agreement, La Habra provides, as a service to Placentia, the handling and processing of subpoenas in all criminal and civil matters as well as the processing and tracking of all criminal cases. This agreement authorizes the court liaison officer to act as an intermediary between the Court, Placentia and any other court or subpoenaing agency.

1.e.
May 15, 2018

This has been a very cost effective and efficient means for handling and processing of subpoenas as well as tracking all criminal cases associated with the Placentia Police Department. In addition, La Habra has agreed to spread the fee increase over the three-year term of the contract.

FISCAL IMPACT:

The total cost for this service is an amount not-to-exceed \$33,265 for year one; \$35,515 for year two; and \$37,765 for year three. Funding for this service for year one has been included in the Fiscal Year 2018-2019 General Fund Budget. Funding for future years will be included in future fiscal year budgets as necessary.

Prepared by:



Julie Kennicutt
Sr. Management Analyst

Reviewed and approved:



Darin Lenyi
Chief of Police

Reviewed and approved:



Kim Krause
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Agreement with City of La Habra

AGREEMENT FOR LAW ENFORCEMENT SERVICES

This agreement for Law Enforcement Services ("Agreement" hereinafter) is made and entered into this 1st day of July, 2018 by and between the City of La Habra, a municipal corporation ("La Habra" hereinafter) and the City of Placentia, a municipal corporation ("Placentia" hereinafter).

RECITALS

- A. In August of 1999, Placentia and La Habra entered into an agreement under which La Habra provided Placentia "court liaison" services at the North Justice Center and which term expires on June 30, 2018; and
- B. After June 30, 2018 the parties understand and agree that the terms and conditions of the 1999 agreement continued to bind the parties and that the term of the agreement automatically renewed on a month to month basis; and
- C. Placentia desires to continue the use of services of the La Habra court liaison officer in order to improve the economy and efficiency of their organization; and
- D. La Habra desires and is willing to continue providing court liaison services to Placentia for handling and processing of subpoenas in all criminal and civil matters as well as processing, and tracking of all criminal cases in accordance with the provisions of this Agreement; and
- E. The parties desire to enter into this new agreement to expressly set forth their understanding of the terms and conditions of the parties and to provide for a new term; and

AGREEMENT

NOW, THEREFORE, La Habra and Placentia agree as follows:

1. General Provisions.

- A. The Police Chief of La Habra and the Police Chief of Placentia are designated by the parties as those persons with the authority to implement the provisions of this Agreement and to ensure compliance with the terms and provisions hereof. The Chief of Police of La Habra and his or her staff have authority and control over the day to day operations of the court liaison officer and the manner and means of implementing this Agreement.
- B. Any notice, report, correspondence or otherwise, permitted or required to be given under the terms and provisions of this Agreement must be given either by personal delivery, as the situation warrants, or by enclosing the

same in a sealed envelope, postage prepaid and depositing the same in the United States Mail address as follows:

If to La Habra:

If to Placentia:

CITY OF LA HABRA

Attn: Chief of Police/City Manager
150 N. Euclid St.
La Habra, CA 90631

CITY OF PLACENTIA

Attn: Chief of Police/City Manager
401 E. Chapman Ave.
Placentia, CA 92870

Any modification to the addresses provided above, must be made by the giving of written notice of such modification to the other party which notice will call specific attention to this Agreement.

- C. With regard to any public or private grants pertaining to services of facilities hereunder, La Habra and Placentia will cooperate in the preparation and submission of applications therefore and the subsequent administration thereof.
- D. The Chief of Police of La Habra, in cooperation with the Chief of Police of Placentia or their designees, may from time to time confer and propose modifications to this Agreement in order to maximize the benefits accruing to the parties hereto.
- E. Placentia agrees that the service provisions expressed hereunder will be governed by the terms of the La Habra Police Department's current policy and procedure manual.
- F. La Habra will provide the services of a court liaison officer ("Court Liaison Officer") for handling Placentia Police Department cases, citations, and paperwork to be submitted to the North Justice Center hereinafter referred to as "Court", and any and all subpoenas directed to Placentia and/or its personnel.

2. Service Provisions: Duties and responsibilities of Placentia.

- A. Placentia will deliver all cases and/or related paperwork, to be submitted to the Court, to the Court Liaison Officer in a reasonable and timely manner with respect to any and all deadlines/times frames which may affect the filing/processing of the items delivered.
- B. All cases delivered by Placentia to the Court Liaison Officer must be complete with regards to any and all forms and/or bail required by the District Attorney's office and/or the Court.

- C. All items submitted will be separated as follows:
 - 1.) All items for submission to the Court's Traffic Division including:
 - a.) Traffic citations with transmittal list.
 - b.) Miscellaneous paperwork requested by the Traffic Division.
 - 2.) All items for submission to the Court's District Attorney's Office with transmittal disk or list including all transported cases.
 - 3.) All items for submission to the Court's Criminal Operations Division.
 - 4.) All items for submission to the City of Anaheim's City Attorney for municipal violations.
- D. Any case, citation, or subpoena returned and/or delivered to Placentia will be processed in a timely manner. Any case returned for further information and/or correction should be re-submitted to the Court Liaison Officer as soon as reasonably possible. Any subpoena delivered to Placentia will be delivered to the party to whom it is intended immediately. Any notification of unavailability and/or an inability to serve a subpoena will be given to the Court Liaison Officer as soon as such problem is discovered.
- E. The Placentia Police Department will furnish the Court Liaison Officer with a complete vacation schedule, phone list, and any other documents necessary to enable the Court Liaison staff to properly process subpoenas and contact personnel. Any change in any of these items will be immediately reported to the Court Liaison Office.

3. **Service Provision – Duties and responsibilities of La Habra.**

- A. All cases submitted to the Court Liaison Officer will be reviewed for completeness by the Court Liaison staff. After review, the case will either be forwarded to the District Attorney's Office for filing or returned to Placentia for any necessary information.
- B. Subpoenas:
 - 1.) Receipt of Subpoenas: The Court Liaison Officer will be responsible for the processing of all subpoenas directed to Placentia and/or its personnel. The Court Liaison Officer is the sole designated recipient of subpoenas. The Court Liaison Officer will screen subpoenas at the time of receipt for any

legal/procedural correctness and completeness as well as any conflicts with any vacation.

- 2.) Service of Subpoenas: All Police employees receive subpoenas via electronic mail from the Integrated Law and Justice System and either accept or reject the subpoena by clicking onto the appropriate response. Court liaison will leave a daily list for the Watch Commander as a courtesy to show who is "on call".
 - 3.) Prior-to-Date Activity: Prior to the date of subpoena, the Court Liaison Office will review pre-trial proceedings and court calendars for cases scheduled at the Court to recall any unnecessary subpoenas.
 - 4.) Scheduled Cases: The Court Liaison Officer will periodically check with the Court to ascertain the status of any scheduled case. Upon learning the disposition of a case the Court Liaison Officer will notify Placentia of the disposition of scheduled cases in a mutually agreed upon manner.
 - 5.) Payroll Matters: The Court Liaison Officer will maintain an accurate record of on-call and call-in time due to employees of Placentia Police Department in accordance with Placentia's policies and/or procedures and will submit a report on such time to Placentia within two court days of the court date.
 - 6.) Subpoena Duces Tecums/Discovery requests: The Court Liaison Officer will accept all Subpoena Duces Tecums and Discovery requests directed to Placentia. Upon receipt the Court Liaison Officer will review the request with the Deputy District Attorney assigned to the case (where applicable) prior to submission to Placentia for compliance. The Court Liaison Officer will also screen each request in accordance with Placentia's policies and procedures regarding such requests.
- C. The Court Liaison Officer will act as an intermediary between Placentia and the Court and any other court or subpoenaing agency. The Court Liaison Officer will be available to act as an intermediary for questions from the Placentia Police Department and its employees directed to the Court or other agency. The Court Liaison Officer will also be available to act as an intermediary for questions directed to Placentia by the Court or another agency. The Court Liaison officer may, upon request, act on behalf of the Placentia Police Department at the Court.

4. **Mutual Agreements.**

A. Subpoena:

- 1.) **Mandatory Appearance:** Subpoenas for North Justice Center, Traffic Division are always mandatory appearance as are subpoenas for parole hearings, depositions, and any other subpoena which specifically states "Mandatory Appearance" or words to that effect. In cases of a mandatory appearance subpoena, the employee subpoenaed must appear on or before the time specified at the place specified. In the event that this is not possible the employee must contact the Court Liaison Officer and/or the issuing party/agency to notify them of the reason for non-attendance as soon as is reasonably possible.
- 2.) **On-Call Subpoenas:** Subpoenas issued by any Court are considered to be "On-Call" unless otherwise stated. The Court Liaison Officer will monitor on-call cases and will notify employees if and when they are needed. All employees on-call on a given day must be readily available by telephone and are responsible for notifying the Court Liaison Officer of any change in telephone number. Upon being called into a court the employee must be able to arrive within a reasonable period of time, generally within one hour. Employees will be notified and taken off call in a mutually agreed upon manner when a case settles or is taken off calendar.
- 3.) **DMV Hearings:** The Department of Motor Vehicles uses two methods for conducting its administrative hearings. The first is by mandatory appearance at the listed DMV branch office. The second is by telephonic hearing where an employee receives a subpoena for telephone hearing where the employee must be available by telephone at the time specified and for one hour following that time. Once the DMV has connected all other parties the hearing officer will contact the Court Liaison Officer. The Court Liaison Officer will then call the employee and connect the two calls disconnecting himself/herself.
- 4.) **Trailing Cases:** A trailing case is a case where an employee is on-call on a case on a date following the original subpoena date but under the authority of the original subpoena. Generally, this lasts no longer than ten (10) court days beyond the original subpoena date. Employees may be trailed day by day or from one date to another date. This is done when a case is preparing for trial and while it is in trial. Once an employee testifies at a trial they may be ordered by the Judge to remain on-call until the completion of

the case. This is also considered trailing. Any employee who is so ordered must notify the Court Liaison Officer of such order. Employees who are trailed will follow the same procedures as on-call subpoenas.

B. Cases:

- 1.) In-Custody Cases: The Court Liaison Office will present in-custody adult misdemeanor cases to the District Attorney's Office. No follow up will be required if all necessary paperwork is provided in a timely fashion before the filing deadlines set by the Court
- 2.) Out-of custody Cases: The Court Liaison will deliver all out-of-custody adult misdemeanor cases received from the Placentia Police Department, to the District Attorney's Office after each case is successfully screened.
- 3.) Placentia Police employees presenting cases: When a Placentia employee presents an adult case to the District Attorney's Office a copy of any complaint/rejection shall be left for the Court Liaison Officer.

- C. Procedure Adaptation: The Court Liaison Officer will provide Placentia with assistance in the adaptation of any policy/procedure relating to Court matters upon request.

5. **Fees and Charges.**

- A. Placentia will pay La Habra, for the Court Liaison services described in this three-year Agreement, a fee in the amount of Thirty Three Thousand Two Hundred and Sixty Five Dollars effective July 1, 2018. This is for services rendered during year one of this Agreement.
- B. Placentia will pay La Habra, for the Court Liaison services described in this Agreement, a fee in the amount of Thirty Five Thousand Five Hundred and Fifteen Dollars effective July 1, 2019. This is for services rendered during year two of this Agreement.
- C. Placentia will pay La Habra, for the Court Liaison services described in this Agreement, a fee in the amount of Thirty Seven Thousand Seven Hundred and Sixty Five Dollars effective July 1, 2020. This is for services rendered during year three of this Agreement.

- D. La Habra will bill Placentia for services rendered on a quarterly basis. Placentia agrees to pay the charges reflected in such invoice within thirty (30) days of receipt.
- E. On or before April 1 of every year this Agreement remains in effect, La Habra and Placentia may modify the annual fee that is to be paid by written mutual agreement.

6. Liability and Indemnity.

- A. Placentia is not liable for payment of any salary; wage or other compensation for benefits to any La Habra Police Department personnel (sworn or civilian employees) performing services hereunder. It is understood and agreed by the parties that La Habra Police Department personnel performing services on behalf of Placentia in accordance with the terms of this Agreement are employees of La Habra acting on behalf of Placentia pursuant to this Agreement.
- B. La Habra agrees to maintain worker's compensation insurance, or a self insured plan, covering all La Habra Police Department personnel.
- C. Placentia agrees to and will defend, indemnify and hold free and harmless La Habra and its elected and appointed officials, officers and employees with respect to any and all claims, judgments or liabilities for personal injury, wrongful death and/or property damage arising from any act, or omission to act, by any Placentia officer, employee, or agent in the performance of this Agreement.
- D. La Habra agrees to and will defend, indemnify and hold free and harmless Placentia and its elected and appointed officials, officers and employees with respect to any and all claims, judgments or liabilities for personal injury, wrongful death and/or property damage arising from any act, or omission to act, by any La Habra officer, employee, or agent in the performance of this Agreement.
- E. In the event any legal action or proceeding is brought by either party to this Agreement regarding the provisions of this Agreement, or the interpretation thereof, the prevailing party in such action or proceeding will be awarded reasonable attorneys fees as may be determined by the Court.

7. Term of agreement.

- A. The term of this Agreement will commence on July 1, 2018 and will continue until June 30, 2021.

B. This Agreement and each and every term and provision hereof may be extended by mutual written agreement.

8. Termination.

A. Either party may terminate this Agreement by giving a Notice of Termination to the other party ninety (90) days prior to the effective date of termination.

B. In the event La Habra and Placentia are unable to mutually agree by or before April 1 of any year on a revised annual fee for services rendered, then the Agreement automatically terminates on June 30 of that year.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

CITY OF PLACENTIA

CITY OF LA HABRA

By: _____
City Administrator
City of Placentia

By: _____
City Manager
City of La Habra

By: _____
City Clerk
City of Placentia

By: _____
City Clerk
City of La Habra

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
City Attorney
City of Placentia

By: _____
City Attorney
City of La Habra



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: MAY 15, 2018

SUBJECT: **AWARD OF CONSTRUCTION CONTRACT TO PETROCHEM MANUFACTURING, INC. FOR CONSTRUCTION OF THE FY 2017-2018 RESIDENTIAL SLURRY SEAL PROJECT (CITY PROJECT NO. 2018-02)**

FISCAL
IMPACT: EXPENSE: \$149,140.28 CONSTRUCTION CONTRACT AMOUNT
REVENUE: \$168,291.00 SB-1/RMRA GAS TAX FUNDS
No General Fund dollars will be used on this project.

SUMMARY:

As part of any pavement management program, slurry seal treatments for pavement surfaces are utilized to extend the useful life of roadways. The proposed action will award a construction contract to Petrochem Materials Innovation, LLC (PMI) for a slurry seal project consisting of approximately 425,000 square feet of residential roadways. The City's existing purchasing and contract guidelines allows the City to "piggyback" onto previously bid and awarded contracts from other public agencies. PMI has an existing contract with the City of Los Angeles for on-call slurry seal projects that was previously competitively bid by Los Angeles. In addition, the Los Angeles contract requires PMI to offer the same unit bid pricing to other public agencies as well. Staff's recommendation is to award a construction contract to PMI based on the same pricing provided to the City of Los Angeles.

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Award a construction contract to Petrochem Materials Innovation, LLC, for an amount not-to-exceed \$149,140.28; and
2. Authorize the City Administrator to approve contract change orders up to \$10,000 for a total construction contract not-to-exceed amount of \$159,140.28; and
3. Authorize the City Administrator to execute all necessary documents on behalf of the City, in a form approved by the City Attorney.

1.f.
May 15, 2018

DISCUSSION:

A typical pavement maintenance program follows a 21-year life cycle. In years seven (7) and fourteen (14), slurry seal applications are conducted and in year twenty one (21), the road is repaved. A preventative maintenance program that incorporates surface treatments such as slurry seal is a key component to extending the useful service life of pavement. Barring any subsurface problems, the useful life of a roadway can be extended almost indefinitely as long as the pavement surface is sealed on a regular basis. This project will slurry seal the residential streets noted in Attachment 1.

The City's existing Purchasing and Contract Guidelines allows for the "piggybacking" onto previously bid and awarded contracts by other public agencies. The City of Los Angeles selected PMI as their on-call slurry seal contractor after soliciting competitive bids. In addition, Los Angeles included in its contract with PMI, a provision that requires PMI to extend the same unit bid pricing for slurry seal work to other public agencies as well. The unit bid pricing extended to the City of Placentia equates to a project cost of \$.35/per square foot to slurry seal residential streets. Staff reviewed recent slurry seal bids from other cities and the per square foot cost paid by those cities surveyed averages approximately \$.40/per square foot. In addition, PMI is offering a 5-year warranty for their work, where the industry standard warranty period is 1-year for public works projects.

The streets in this project area were previously crack-sealed by Public Works Maintenance Staff saving approximately \$20,000 in additional contracting costs. In addition, pavement markings and traffic striping work will also be completed by Staff allowing the City to stretch its project budget further. PMI has performed this type of work for a variety of cities in Southern California. Local references include the Cities of Los Angeles, Santa Ana, and Thousand Oaks who provided favorable reviews regarding the quality of PMI's work. The construction period is scheduled for a maximum of 15-working days which is scheduled to begin in late May.

In 2017, the Governor signed the Road Repair and Accountability Act of 2017 (SB 1) increasing the per gallon fuel excise tax Statewide for the purpose of providing additional funds to local governments to address the deferred maintenance of the State's roadway and transportation systems. The ability to proceed with this project and maintain local City roads was made possible by SB 1 as these funds were made available beginning in Fiscal Year (FY) 2017-18 and continuing for the next nine years.

FISCAL IMPACT:

A total of \$168,291 in SB 1/Road Maintenance Rehabilitation Account (RMRA) Gas Tax Funds have been budgeted in the FY 2017-18 Capital Improvement Program Budget. This project will be the first funded by the recent increase in the Statewide Gas Tax. No General Fund dollars will be utilized on this project.

Prepared by:



Masoud Sepahi, P.E.
City Engineer

Reviewed and approved:



Luis Estevez
Director of Public Works

Reviewed and approved:



Kim Krause
Director of Finance

Reviewed and approved:

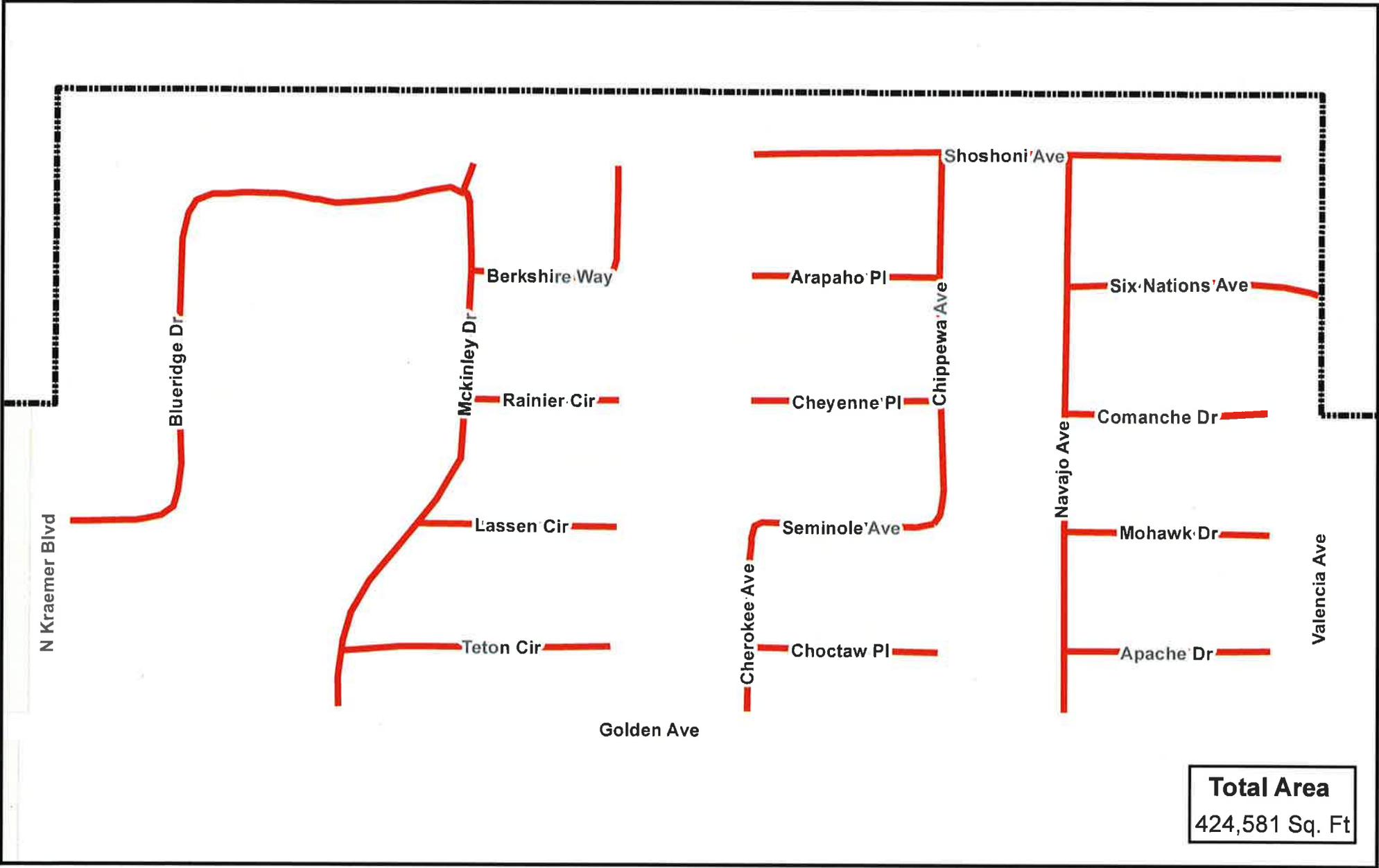


Damien R. Arrula
City Administrator

Attachments:

1. Project Area Map
2. Construction Contract

FY 2017-18 Residential Slurry Seal Project



Total Area
424,581 Sq. Ft



**CITY OF PLACENTIA
PUBLIC WORKS AGREEMENT FOR
CITYWIDE STREET RESURFACING AND SLURRY SEAL PROJECT CYCLE I
CITY PROJECT NO. 2018-02**

THIS AGREEMENT (herein "Agreement"), is made and entered into this 15TH day of May 2018 by and between the CITY OF PLACENTIA, a municipal corporation and charter city, (herein "City") and Petrochem Materials Innovation, LLC (herein "Contractor"). The parties hereto agree as follows:

WITNESSETH:

A. WHEREAS, City requires the construction of the Citywide Slurry Seal Project – Cycle I as set forth more fully in this Agreement.

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

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

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

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

1.0 DEFINITIONS

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

- (a) Contractor. Contractor shall mean Petrochem Materials Innovation, LLC a (California corporation, partnership, individual) located at 6168 Innovation Way, Carlsbad, CA 92009.
- (b) City. City shall mean the City of Placentia, a Municipal Corporation and Charter City, located at 401 E. Chapman, Placentia, California 92870.
- (c) City Council. City Council shall mean the City Council of the City of Placentia.
- (d) Contract Officer shall mean the person designated by the City Administrator or City Engineer of City and shall have the duties set forth in Section 5.2.

- (e) **Services.** Services shall mean the services to be performed by the Contractor pursuant to this Agreement.
- (f) **Satisfactory.** Satisfactory shall mean satisfactory to the City Administrator or his/her designee.

2.0 SERVICES OF CONTRACTOR

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

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

2.3 Compliance with Law. All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered, including but not limited to, the claims procedure set forth in Public Contract Code Section 9204, a summary of which is attached to this agreement as Exhibit "E."

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

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

immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

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

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

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

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

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

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

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

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

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

3.0 COMPENSATION

3.1 Contract Sum. For the services rendered pursuant to this Agreement, the Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of One Hundred Forty Nine Thousand one hundred forty Dollars and twenty eight cents (\$149,140.28) (herein "Contract Sum"), except as provided in Section 2.9. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

3.2 Progress Payments. Prior to the first day of the month, during the progress of the work, commencing on the day and month specified in the Agreement, Contractor shall submit to the Contract Officer a complete itemized statement of all labor and materials incorporated into the work during the preceding month and the portion of the contract sum applicable thereto. Upon approval in writing by the Contract Officer, payment shall be made in

thirty (30) days. City shall pay Contractor a sum based upon ninety-five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security. Refer to Section 8.4 of this Agreement for retention of funds.

4.0 PERFORMANCE SCHEDULE

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

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

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

4.4 Term. Unless earlier terminated in accordance with Section 8.9 of this Agreement, this Agreement shall continue in full force and effect until final approval and acceptance of the project by the Contract Officer. Notwithstanding the foregoing, this Agreement shall terminate no later than May 15th, 2019, unless the parties mutually agree in writing to extend the term.

5.0 COORDINATION OF WORK

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

Frank B. Hoffman, CFO

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principals may not be

replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City.

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

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

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

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

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

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

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

6.0 INSURANCE, INDEMNIFICATION AND BONDS

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

Conditions:

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

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

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

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

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

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

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

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

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

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

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

to arise from Contractor's performance of or failure to perform any term, provision, covenant or condition of this Agreement.

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

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

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

6.4 Labor and Materials and Performance Bonds. Concurrently with execution of this Agreement, Contractor shall deliver to City a labor and materials bond and a performance bond each in the sum of the amount of this Agreement, in the forms provided by the City Clerk, which secures the faithful performance of this Agreement. The bonds shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

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

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

7.0 RECORDS AND REPORTS

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

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

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

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

8.0 GENERAL PROVISIONS

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

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

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

8.3 Disputes. In the event either party fails to perform its obligations hereunder, the nondefaulting party shall provide the defaulting party written notice of such default. The defaulting party shall have ten (10) days to cure the default; provided that, if the default is not reasonably susceptible to being cured within said ten (10) day period, the defaulting party shall have a reasonable time to cure the default, not to exceed a maximum of thirty (30) days, so long

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

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

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

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

8.7 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

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

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

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

To City: City of Placentia
401 E. Chapman Ave
Placentia, California 92870
Attn.: Masoud Sepahi, P.E.

To Contractor: Frank Hoffman, CFO
6168 Innovation Way
Carlsbad, CA 92009

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

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

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

8.13 Covenant Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. To the extent required by law, contractor shall take affirmative action to insure that

applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

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

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

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

8.17 Unfair Business Practices Claims. In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body renders final payment to the contractor without further acknowledgment by the parties. (Sec. 7103.5, California Public Contract Code).

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

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

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

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

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

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

1. The contract value of the work completed to and including the date of receipt of the notice of termination, less the amount of progress payments received by contractor.
2. Actual move-off costs including labor, rental fees, equipment transportation costs, the costs of maintaining on-site construction office for supervising the mover-off.
3. The cost of materials custom made for this Agreement which cannot be used by the Contractor in the normal course of his business, and which have not been paid for by City in progress payments.
4. All costs shall not include any markups as might otherwise be allowed by any plans or specifications which were a part of the Agreement.

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

8.23 Responsibility for Errors. Contractor shall be responsible for its work and results under this Agreement. Contractor, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Contractor occurs, then Contractor shall, at no cost to City, provide all necessary

design drawings, estimates and other Contractor professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

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

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

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

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

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

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

8.30 Funding Source Conditions – Contractor's Obligation. Contractor acknowledges that the City may be paying for the Project by using funds it receives or will receive from various funding sources in the form of grants and/or subsidies, and the like under certain terms and conditions. Contractor acknowledges and agrees that any failure of the Contractor and/or its subcontractors to perform its obligations under the Contract, including, but not limited to, timely submitting accurate reports and records, that in any way results in the City not meeting the terms and conditions placed on the funds by the funding source, or forfeiting its entitlement to or, otherwise, not receiving, the funds, then the Contractor shall be liable to pay the City for the funds not granted to the City on the Project.

8.31 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the

parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

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

CITY OF PLACENTIA,
A municipal corporation and Charter City

Chad P. Wanke, Mayor

Date: _____

ATTEST:

Patrick Melia, City Clerk

Date: _____

CONTRACTOR

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Rosanna Ramirez, Director of Admin. Services

Date: _____

**LABOR AND MATERIAL PAYMENT BOND
PUBLIC WORK (CALIFORNIA)**

KNOW ALL MEN BY THESE PRESENT:

WHEREAS, _____, as Principal, has entered into a contract dated _____, with the City of Placentia (Obligee) referred to and made a part hereof to perform the following work, to wit: _____ and all appurtenant work in accordance with PROJECT NO. 2018-02, which requires Principal to file this bond to secure claims made in relation to the project.

NOW THEREFORE, we, _____, as Principal, and _____, a corporation organized under the laws of _____ and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of Placentia, as Obligee, and all sub-contractors, laborers, material persons and other persons employed in the performance of the referenced agreement, in the sum of _____ Dollars (\$ _____ .00), lawful money of the United States of America, for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

If the above bounden PRINCIPAL, his or its heirs, executors, administrators, successors, assigns, or any of his or its sub-contractors, fails to pay for any materials, provisions, provender, or other supplies, or teams, implements or machinery, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor to persons named in Section 9100 or the Civil Code, thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor deducted, withheld and paid over to the Employment Development Department from the wages of employees of the contractor and sub-contractors pursuant to Section 13020 of the Unemployment Insurance Code, that the SURETY on this bond will pay the same, in an amount not exceeding the sum specified in this bond, AND ALSO, in case suit is brought upon this bond, a reasonable attorney's fee, which shall be awarded by the court to the prevailing party in said suit, said attorney's fee to be taxed as costs in said suit and to be included in the judgment herein rendered.

As part of the obligation secured hereby, the SURETY shall not be exonerated or released from the obligation of the bond by any change, alteration, or modification in or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement or pertaining or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme of work of improvement, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under

any such contract or agreement, or under the bond, nor, where the bond is given for the benefit of claimants, by any fraud practiced by any person other than the claimant seeking to recover on the bond.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under the Civil Code so as to give them a right of action in a suit on this bond.

This bond is executed for the purpose of complying with the laws of the State of California and shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code of the State of California.

IN WITNESS THEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

Principal

By _____

Title

(Corporate Seal)

Principal

By _____

Title

APPROVED AS TO FORM:
/s/ Christian L. Bettenhausen
City Attorney

SUPPLEMENTAL INFORMATION TO BE COMPLETED BY PRINCIPAL

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

Business Address:

Telephone Number: _____

Date: _____

Print Name: _____
Principal

Signature: _____
Title

TAX IDENTIFICATION NUMBER

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

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

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

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

Exempt: Yes___No___ Telephone () _____

CORPORATION: _____

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

IRS CODE #501 TAX-EXEMPT ORGANIZATION: _____

A NON-COMMISSIONED CITY OF PLACENTIA EMPLOYEE: _____

SOLE PROPRIETOR: _____

A PARTNERSHIP: _____

OTHER: _____(Explain)

Signature/Title: _____ Date: _____

STATEMENT OF NON COLLUSION BY CONTRACTOR

The undersigned who submits herewith to the City of Placentia a bid or proposal does hereby certify:

- a. That all statements of fact in such bid or proposal are true;
- b. That such bid or proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;
- c. That such bid or proposal is genuine and not collusive or sham;
- d. That said bidder has not, directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the City of Placentia or of any other bidder or anyone else interested in the proposed procurement;
- e. Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid or proposal, or that anyone should refrain from bidding or withdraw his bid or proposal;
- f. Did not in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the bid or proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his bid or proposal price, or that of anyone else;
- g. Did not, directly or indirectly, submit his bid or proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member agent thereof, or to any individual or group of individuals, except to the City of Placentia, or to any person or persons who have a partnership or their financial interest with said bidder in his business.
- h. Did not provide, directly or indirectly to any officer or employee of the City of Placentia any gratuity, entertainment, meals, or anything of value, whatsoever, which could be objectively construed as intending to invoke any form of reciprocation or favorable treatment.
- i. That no officer or principal of the undersigned firm is related to any officer or employee of the city by blood or marriage within the third degree or is employed, either full or part time, by the City of Placentia either currently or within the last two (2) years.
- j. That no officer or principal of the undersigned firm nor any subcontractor to be engaged by the principal has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy or any other act in violation of any state or federal antitrust law in connection with the bidding upon award of, or performance of, any public work contract, with any public entity, within the last three years.

I certify, under penalty of perjury under the laws of the State of California, that the foregoing is true and correct and that this certification was executed:

On _____ at _____ California.

Firm _____

(Signature)

Street _____

(Print Name & Title)

City _____ State _____ Zip _____

Project No. 2018-02

EXHIBIT A

SCOPE OF SERVICES

See Attached Scope of Work and Project Specifications



Petrochem Materials Innovation, LLC

Quote 2018-13

City of Placentia

Summary of Estimated Charges

Purchased of the Central Mix Type II \$98,494.28

41,000 Gallons x \$2.01/gallon = \$ 82,410.00
+ Sales Tax 7.75% = \$ 6,386.78

Freight: \$600/per load 1st per day 15 Loads = \$ 9,000.00
+ Sales Tax 7.75% = \$ 697.50

Equipment Rental \$50,646.00

2 Application Truck \$4,032/day 3 Days = \$ 12,096.00
1 Service Haul Truck \$200/day 3 Days = \$ 600.00
1 Slurry Box \$250/day 3 Days = \$ 750.00
1 Slurry Pump \$500/day 3 Days = \$ 1,500.00
15 Tanker Trailers \$200/day 3 Days = \$ 3,000.00

Drivers(2) + Pumper(1)\$95/hour/person(8hrs/day) 3 Days = \$ 6,840.00
Crew/Labor(4) = 1 Operator + 3 Squeegees 3 Days = \$ 9,120.00
Post and Notified (1men 8hrs/day) 3 Days = \$ 2,280.00
Cover Manholes (2men 8hrs/day) 3 Days = \$ 4,560.00
Door Hangers 1 Each = \$ 600.00
Traffic Control = \$ 4,500.00
Sweeping (subcontractor) \$200/hours 8hrs/day = \$ 4,800.00

Total Estimated Charges (Included Sales Tax) \$149,140.28

*Prices Includes: Type II Central Mix REAS, Transportation of Material, Traffic Control, posting and notifying, sweeping, equipment and labor for application of a minimum of 14,000 gallons per day.

* Price Excluded: Removal or replacement of thermal plastic of striping/RPM's markings, and any required prep work on the asphalt surface

The foregoing quotation is subject to all the Terms and conditions set forth in PIMI's Master Terms and Conditions and the application for open business credit agreement entered into by and between Petrochem Materials Innovation, LLC. and customer. If terms and conditions are not attached, please call our office.

Name: Vicki Nguyen Date: 4/12/2018

Project No. 2018-02

EXHIBIT B

SCHEDULE OF PERFORMANCE

This project shall be complete within 15 working days of the issuance of Notice to Proceed (NTP.)

EXHIBIT C
INSURANCE REQUIREMENTS

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

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

A. Workers Compensation & Employers Liability Insurance

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

B. General Liability Insurance

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

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

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

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

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

C. Automobile Liability Insurance

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

D. Contractors Pollution Liability Insurance

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

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

E. Surety Bonds

- Bid bond.
- Performance and payment bonds for the entire contract price.
- The surety must be authorized to issue these bonds in the State of California.

F. Standards for Insurance Companies

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

G. Documentation

- The Certificate of Insurance shall include the following reference: Citywide Street Resurfacing and Slurry Seal Project – Cycle I – City Project No. 2018-02.
- The name and address for Additional Insured endorsements and Certificates of Insurance is: City of Placentia
- Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- Current Evidence of Coverage shall be provided for the entire required period of insurance.
- Upon written request, certified copies of required insurance policies shall be provided within thirty (30) days.

Project No. 2018-02

EXHIBIT D

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional Insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

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

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

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

1. Required by the contract or agreement you have entered into with the additional insured; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

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

Eff. 05/01/2018 - Petrochem Materials Innovation, LLC

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
As required by written contract signed by both parties prior to the loss.	Coverage under this endorsement applies only to "Commercial Construction". "Commercial Construction" means all construction activity that is not "Residential Construction". "Residential Construction" means all construction activity performed on townhouses, condominiums, cooperatives, duplexes, triplexes, fourplexes, and single-family detached housing that is intended to be, will be, or is maintained or sold for the purpose of being used by natural persons as a dwelling and includes any associated improvements to real property, infrastructure improvements, grading, excavating, utility work, road paving, curb, or sidewalk work.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement prior to the injury or damage that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

However, the insurance provided under this endorsement will not apply beyond the extent required by such contract or agreement.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of the Policy.)

Endorsement effective	05/01/2018	Policy No.	Endorsement No.
Named Insured	Petrochem Materials Innovation, LLC	WACGL000006644702	
		Countersigned by	_____

FMIC-GL-1002(10/2015)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - BLANKET

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

The additional premium for this endorsement shall be 3 % of the total California Workers' Compensation premium otherwise due.

Schedule

Person or Organization	Job Description
ANY PERSON/ORGANIZATION WHEN REQUIRED BY WRITTEN CONTRACT	ALL CALIFORNIA OPERATIONS

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 05/01/2018 Policy No. WSD502639104 Endorsement No. _____
 Insured **PETROCHEM MATERIALS INNOVATION** Premium \$ **INCL.**
 Insurance Company **INSURANCE COMPANY OF THE WEST**

Countersigned By _____

EXHIBIT E
CLAIMS PROCEDURE

SUMMARY OF PUBLIC CONTRACT CODE § 9204

The following procedure will apply to any claims by the Contractor on the City:

A "claim" is a separate demand on the City by a contractor on a public works project and sent by registered mail or certified mail with return receipt requested, for one or more of the following:

- A time extension, including relief from penalties for delay
- Payment by the City of money damages under the terms of the contract
- Payment of an amount that is disputed by the City

Initial Review

The claim must be supported by appropriate documentation. The City has 45 days within which to review the claim and provide the contractor with a written statement identifying the disputed and undisputed portions of the claim. If the City does not issue a written statement, the claim is deemed rejected in its entirety. The City will pay any undisputed portion of the claim within 60 days of issuing the statement.

Meet & Confer

If the contractor disputes the City's written response, or if the City does not issue one, the contractor may request in writing an informal conference to meet and confer for possible settlement of the claim. The City will schedule the meet and confer conference within 30 days of this request and provide a written statement identifying the remaining disputed and undisputed portions of the claim within 10 business days of the meet and confer. The City will pay the undisputed portion within 60 days of issuing this statement.

Mediation

With respect to any disputed portion remaining after the meet and confer, the City and contractor will submit the matter to nonbinding mediation, agree to a mediator within 10 business days after issuing the written statement, and share mediation costs equally. If mediation is unsuccessful, then the terms of the public works agreement and applicable law will govern resolution of the dispute.

Miscellaneous Provisions

Amounts not paid by the City in a timely manner bear interest at 7% per annum. Subcontractors may submit claims via this procedure through the general contractor. The City and contractor may waive the requirement to mediate, but cannot otherwise waive these claim procedures.



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: MAY 15, 2018

SUBJECT: **ACCEPTANCE OF CONSTRUCTION WORK AND NOTICE OF COMPLETION FOR THE LA JOLLA/MELROSE TRAFFIC SIGNAL IMPROVEMENT PROJECT/SAFE ROUTES 2 SCHOOL PHASE III (CITY PROJECT NO. 2017-02)**

FISCAL

IMPACT: EXPENSE: \$162,449.00 FINAL PROJECT COST
REVENUE: \$177,335.75 FY 2017-2018 CIP BUDGET
SAFE ROUTES 2 SCHOOL
GAS TAX FUNDS

No General Fund Dollars were utilized on this project.

SUMMARY:

In early 2017 a concerned group of stakeholders from the La Jolla neighborhood approached City Council and Staff to inquire about the feasibility of evaluating and installing additional traffic control improvements within the area. Upon touring the neighborhood areas of concern, the City installed additional traffic control devices and applied for State Safe Routes 2 School (SR2S) grant funds for one of the traffic improvement projects. The City was ultimately awarded a grant through the SR2S Program to construct the installation of a protected left turn phasing for north and southbound traffic on Melrose Avenue at La Jolla Street (Project). The addition of these left turn signals will improve traffic and pedestrian safety by preventing pedestrians and vehicles from entering the intersection at the same time.

On November 7, 2017 the City Council awarded a construction contract to Comet Electric, Inc. for construction of a traffic signal modification project at La Jolla Street and Melrose Avenue (the "Project") in the amount of \$144,412.00. This Project was completed on April 9, 2018 and there were no change orders issued as part of this contract. This action concludes the Project and authorizes filing a Notice of Completion with the Orange County Clerk-Recorder's Office in the amount of \$144,412.00.

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Accept the work performed by Comet Electric Inc., for construction of the traffic signal modification work at La Jolla Street and Melrose Avenue as part of the Safe Routes 2 School Program, Phase III; and

1.g.
May 15, 2018

2. Authorize the City Administrator to file a Notice of Completion with the Orange County Clerk-Recorder's Office for the Project; and
3. Authorize the City Administrator to release retention funds in accordance with the terms of the contract.

DISCUSSION:

In early 2017 a concerned group of stakeholders from the La Jolla neighborhood approached City Council and Staff to inquire about the feasibility of evaluating and installing additional traffic control improvements within the area. Upon touring the neighborhood areas of concern, the City installed additional traffic control devices and applied for State Safe Routes 2 School (SR2S) grant funds for one of the traffic improvement projects. The City was ultimately awarded a grant through the SR2S Program to construct the installation of a protected left turn phasing for north and southbound traffic on Melrose Avenue at La Jolla Street (Project). The addition of these left turn signals will improve traffic and pedestrian safety by preventing pedestrians and vehicles from entering the intersection at the same time.

The City was awarded a grant through the SR2S Program to construct traffic safety improvements at various school locations throughout the City. Phase III of this project entailed the installation of protected left turn phasing for north and southbound traffic on Melrose Avenue at La Jolla Street (Project). The addition of these left turn signals will improve traffic and pedestrian safety by preventing pedestrians and vehicles from entering the intersection at the same time. The Project included the installation of new signal mast arms and poles on the northeast and southwest corners and the installation of a new video detection system and new signal heads for the left turn phase.

FISCAL IMPACT:

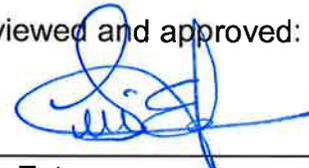
A total of \$177,335.75 in Safe Routes 2 School Grant Funds and Gas Tax Funds were budgeted in the Fiscal Year 2017-18 Capital Improvement Program Budget for this Project which included the cost for new signal poles, construction contract, and construction contingency. Total Project expenditures amount to \$162,449. No General Fund dollars were spent on this Project and sufficient funds exist for the recommended actions.

Prepared by:



Masoud Sepahi
City Engineer

Reviewed and approved:



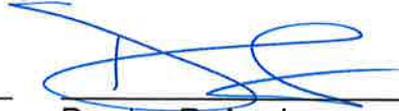
Luis Estevez
Director of Public Works

Reviewed and approved:



Kim Krause
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Notice of Completion

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

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

City Council Approval:

Deputy City Clerk

NOTICE OF COMPLETION

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

Notice is hereby given that:

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

- The nature of the interest or estate of the owner is: In fee.
N/A
(If other than fee, strike "in fee" and insert, for example, "purchaser under contract of purchase," or "lessee")

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

NAMES	ADDRESSES
<u>N/A</u>	

- A work of improvement on the property hereinafter described was completed on April 9, 2018. The work done was:
The project consisted of traffic signal modifications and improvements at La Jolla and Melrose Streets in the City of Placentia, CA.

The name of the contractor, if any, for such work of improvement was Comet Electric Inc.

- 21625 Prairie Street, Chatsworth, CA 91311 11/02/2017
(If no contractor for work of improvement as a whole, insert "none".) (Date of Contract)

- The property on which said work of improvement was completed is in the city of Placentia
 County of Orange, State of California, and is described as follows: Traffic Modification Plan La Jolla Street at Melrose Street - City Project No. 2017-02

- The street address of said property is "none"
(If no street address has been officially assigned, insert "none".)
CITY OF PLACENTIA

Dated: 04/09/18
 Verification for Individual Owner

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

VERIFICATION

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

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

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

Executed on _____, 2018, at Placentia, California.
(Date of Signature) (City where signed)

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



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF DEVELOPMENT SERVICES

DATE: MAY 15, 2018

SUBJECT: **AMENDMENT NO. 1 TO AGREEMENT FOR REAL ESTATE ADVISORY SERVICES WITH KOSMONT AND ASSOCIATES FOR REAL PROPERTY LOCATED AT 380 S. PLACENTIA AVENUE (HOTEL PROJECT)**

FISCAL

IMPACT:	EXPENSE:	\$12,500	
	OFFSETTING REVENUE:	\$15,000	DEVELOPER DEPOSIT
	TOTAL BUDGETED:	\$52,500	ECONOMIC DEVELOPMENT PROFESSIONAL SERVICES

SUMMARY:

On May 16, 2017, City Council approved a Professional Services Agreement with Kosmont and Associates, Inc. (Kosmont) to provide Real Estate Advisory Services for the marketing, disposition and sale of the City-owned real property located at 380 S. Placentia Avenue, (Assessor Parcel Numbers 339-443-02), (collectively, the "Property"). Kosmont prepared a comprehensive a Request for Qualifications (RFQ) that allowed the City to thoroughly assess the hotel market potential, as well as provide the opportunity to review quality development proposals. On October 25, 2017, the RFP review committee which was comprised of the members of the Housing, Community and Economic Development Ad-Hoc Committee and Staff from the Administration and Development Services Departments including the Economic Development Division (the "Committee") reviewed the proposals and made recommendations to enter into a second round of the selection process with the top two responsive bidders. The top respondent during this process was Fine Hospitality Group, LLC (FHG).

On April 3, 2018 the City Council approved an Exclusive Negotiating Agreement (ENA) with FHG to include a CEQA Peer Review and City Attorney fees associated with the development of the Purchase and Sale Agreement/Development Agreement. In addition, the ENA requires the City and FHG to engage in good faith negotiations on the terms and conditions under which the Property would be sold to FHG for developing the proposed hotel project. This action approves Amendment No. 1 with Kosmont to complete the ENA process and enter into a Purchase and Sale Agreement/Development Agreement with FHG.

RECOMMENDATION:

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

1.h.
May 15, 2018

1. Approve Amendment No. 1 to the Professional Services Agreement with Kosmont & Associates, Inc. dba Kosmont Companies for an amount not-to-exceed \$12,500; and
2. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

DISCUSSION:

The City currently owns real property located at 350 and 380 S. Placentia Avenue, (Assessor Parcel Numbers 339-441-01/02), (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 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 in the amount of One Million Five Hundred and Fifty-Two Thousand Dollars (\$1,552,000).

During this time, Staff began the process of conducting a lot line adjustment to arrange the parcels in a manner that will allow the City to maintain possession of the property for the City-owned billboard sign at 350 S. Placentia Avenue (APN 339-441-01). The lot line adjustment and resulting Grant Deeds were recorded by the County Assessor's Office and the remaining property for sale is 380 S. Placentia Avenue (APN 339-441-02).

Subsequently, on May 16, 2017, the City Council approved a Professional Services Agreement with Kosmont and Associates, Inc. (Kosmont) to provide Real Estate Advisory Services for the marketing, disposition and sale of 380 S. Placentia Avenue. As part of the Real Estate Advisory Services with Kosmont, a comprehensive RFQ was developed. The RFQ process consisted of preparation and dissemination of marketing materials via email distribution and OppSites economic development online platform, attendance at meetings with prospective developers at ICSC Recon Conference, as well as review of development proposals and interviews of selected respondents. On October 25, 2017, the RFP review committee, which was comprised of the members of the Housing, Community and Economic Development Ad-Hoc Committee and staff from the Committee, reviewed the development proposals. After assessing each proposal based on relevant experience, financial capacity, and preliminary site plan concept, the Committee made the recommendation to proceed with the top two proposals for Round Two of the selection process.

Staff subsequently identified FHG as the preferred project partner for the proposed hotel project at the Property. FHG is proposing to develop a select service hotel (e.g. Spring Hill Suites Marriott). This 5-story hotel will total approximately 65,433 square feet and will maintain a maximum height of 65-feet pursuant to the provisions of the Community Commercial - Height Overlay District (C-2-H65) Zone. The proposed hotel conceptual plans feature 107 rooms and 110 parking spaces in compliance with the City's parking requirements. Amenities may include an outdoor pool and patio area, self-serve breakfast area, seating dining lounge, and a fitness

center. The hotel will also feature a small meeting room for conferences. Two guest elevators will be placed close to the lobby for quick access to guest rooms. An initial estimate of the annual Transient Occupancy Tax (TOT) for the proposed hotel is approximately \$400,000.

On April 3, 2018 the City Council approved an ENA between the City and FHG. An overview of the terms included in the agreement with FHG includes the following key components:

- Establishes an exclusive negotiation period between the City and FHG for a period of 90 days.
- Requires FHG to deposit an amount equal to \$15,000 with the City for out-of-pocket costs incurred by the City during the negotiation period, including CEQA Peer Review analysis and City Attorney fees associated with the development of the Purchase and Sale Agreement/Development Agreement.
- Requires both the City and FHG to engage in good faith negotiations on the terms and conditions under which the Property would be sold to FHG for development of the proposed hotel project.
- FHG has acknowledged in the ENA that the City requires a minimum purchase price of \$1,552,000.
- Allows for one possible ninety (90) day extension with an additional \$10,000 deposit to be provided by Fine Hospitality Group, LLC.

Since it has been approximately one year since the original contract with Kosmont was executed and given that additional work is necessary during the due diligence period of the ENA, an amendment to the agreement is necessary to continue this scope of work. This action approves Amendment No. 1 with Kosmont to complete the ENA process and enter into a Purchase and Sale Agreement/Development Agreement with FHG.

FISCAL IMPACT:

As part of the executed ENA, FHG has provided the City with an initial deposit of \$15,000, which will be used to pay actual and reasonable costs associated with the negotiation and preparation of a Purchase and Sale Agreement/Development Agreement that are incurred by the City during the term of the ENA. Kosmont's Amendment No. 1 is for an additional \$12,500 and will be paid for using the FHG deposit proceeds.

Prepared by:



Jeannette Ortega
Assistant to the City Administrator/
Economic Development Manager

Reviewed and approved:



Joseph M. Lambert
Director of Development Services

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Professional Services Agreement
2. Amendment No. 1 to Professional Services Agreement with Kosmont
3. Kosmont's Proposal

**CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH KOSMONT COMPANIES**

THIS AGREEMENT is made and entered into this 16th day of May, 2017 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and KOSMONT & ASSOCIATES, INC., a California corporation doing business as Kosmont Companies ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide real estate advisory services for 350 and 380 S. Placentia Avenue 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.

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 Forty-Five Thousand Dollars (\$45,000.00) plus expenses at cost.

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

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

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

3.0. TIME OF PERFORMANCE

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

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue until May 16, 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, 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, data studies, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

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

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

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

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

The Consultant shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the Public Works

Director/City Engineer before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the consultant to comply with this section.

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

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

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

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

the insurer's liability.

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

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

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 consistent with Exhibit A.

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:

Kosmont Companies
1601 N. Sepulveda Blvd. #382
Manhattan Beach, CA 90266
Tel: (424) 297-1070

Attn: Larry Kosmont

IF TO CITY:

City of Placentia
401 E. Chapman
Placentia, CA 92870
Tel: (714) 993-8264

Attn: Damien Arrula

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

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

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

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which

shall be of no force and effect. Notwithstanding the above, City acknowledges that Consultant's insurance does not cover claims for construction defects, hazardous waste, contamination, geotechnical issues, seismic issues, title defects, liens or matters related to California Environmental Quality Act (CEQA) challenges and that Consultant will neither insure nor indemnify City for claims related to construction defects, hazardous waste, contamination, geotechnical issues, seismic issues, title defects, liens or matters related to CEQA.

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 estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

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

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

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

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

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

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

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

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

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

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

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

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

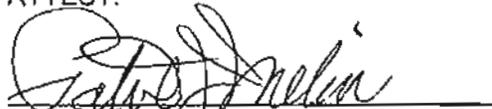
CITY OF PLACENTIA,
A municipal corporation



Mayor

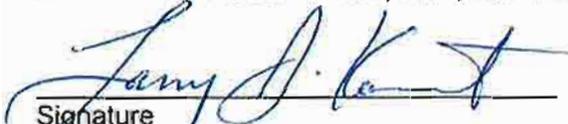
Date: 7/13/17

ATTEST:



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

CONSULTANT
KOSMONT & ASSOCIATES, INC., dba "Kosmont Companies"



Signature

Date: 5-23-2017

Larry J. Kosmont, President & CEO
Name and Title

95-4257431
Social Security or Taxpayer ID Number

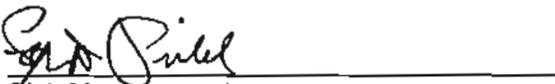
APPROVED AS TO FORM:



City Attorney

Date: July 20th, 2017

APPROVED AS TO INSURANCE:



Risk Management

Date: 7/24/17

APPROVED AS TO CONTENT:


Project Manager

Date: July 13, 2017

DEPARTMENTAL APPROVAL

 Director of Development
Name, Title Services

Date: July 13, 2017

EXHIBIT A
CONSULTANT'S PROPOSAL



April 20, 2017

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

Re: Proposal for Real Estate Advisory Services (350 & 380 S. Placentia Ave)

Dear Mr. Arrula:

Kosmont & Associates, Inc. doing business as Kosmont Companies ("Consultant" or "Kosmont") is pleased to present this proposal for real estate advisory and related services ("Agreement") to the City of Placentia ("City" or "Client"). It is our understanding that the Client seeks a qualified consultant to assist in the development and management of a Request for Proposals ("RFP") process in addition to providing project/developer negotiations, pro forma analysis, evaluation of development budgets, and cash flow analyses for the City owned property located at 350 & 380 S. Placentia Avenue ("Site").

This proposal serves as an Agreement when executed and returned by Client to Kosmont.

I. BACKGROUND AND OBJECTIVE

Kosmont understands the City is requesting real estate advisory services in connection with the development of approximately 1.82 acres (1.19 developable acres net of easements) of City-owned property in the City of Placentia directly adjacent to the railroad tracks and 57 freeway. The Site is comprised of two (2) parcels identified by Assessor Parcel Numbers (APN) 339-441-01 & 339-441-02, which are zoned Commercial-Manufacturing (C-M) and Manufacturing (M).

If chosen for this assignment, Kosmont will assist in the preparation and issuance of an RFP seeking proposals from developers for a hotel and/or commercial use on the Site. Kosmont would further assist the City in the screening and selection of a developer. Subsequent to developer selection, Kosmont will assist the City in initial negotiations of an Exclusive Negotiation Agreement (ENA) and/or Disposition and Development Agreement as appropriate.

II. SCOPE OF SERVICES

The major tasks to be performed by Consultant that will comprise this assignment are described as follows:

Task 1: Site Due Diligence & Review of Existing Market Conditions

Kosmont will review relevant studies (e.g. appraisal report for the Site), environmental reports, zoning, development regulations, planning documents, title report (to be provided by the City), or other specific market trends, as deemed relevant by Consultant, to determine existing conditions related to development suitability and any potential benefits or constraints of the proposed Site as it pertains to preparation of a comprehensive Request for Proposals (RFP) for the Site.

Task 2: Preparation and Distribution of Request for Proposals

With City staff direction and input, Consultant will draft, release and manage an RFP process with multiple developers/development groups for the development of the City property. Consultant will release the RFP to a list of targeted developers/development groups that is mutually agreed upon by City staff and Consultant.

At the same time, Consultant will assist in the recruitment and perform outreach with prospective hotel and/or commercial developers. Activities will include targeted developer outreach, preparation and dissemination of marketing material, utilization of online economic development marketing platforms (e.g. OppSites™), and coordination of meetings for the International Council of Shopping Centers ("ICSC") RECon Convention in Las Vegas and other conferences/events as mutually agreed upon between Client and Consultant.

* To assist the City in marketing development sites as well as current economic development projects, Kosmont recommends that we showcase and manage your development sites and project opportunities on OppSites.com. OppSites has built a national platform supported by the latest technology, and puts every community on ONE MAP to create a single global online economic development marketplace. There is no cost to the City for listing sites on OppSites. OppSites empowers city and economic development leaders with digital tools to raise awareness of development opportunities that support their goals for growth, share their local knowledge with a global audience of real estate professionals, and connect directly with interested parties. Kosmont is a certified Economic Development Services Provider on OppSites, enabling us to leverage all features of the OppSites PRO platform and as needed, to augment the City's capacity to interface directly with OppSites. As such, Kosmont can partner with the City to showcase opportunity districts and sites, market them to real estate professionals, and use analytics and messaging tools to connect with interested investors, brokers, and developers, saving time and resources.

Task 3: RFP Developer Respondent Due Diligence

Once the RFPs are received, Consultant will evaluate up to five (5) proposals (unless otherwise modified as mutually agreed) that are received for market viability and other matters related to due diligence. Once Consultant has completed the assessments, Consultant will provide a recommendation to City staff in the form of an evaluation matrix. Finally, Consultant will assist staff with a presentation to the City Council that will seek

Council approval to authorize the City Manager to enter into an exclusive negotiation agreement with the selected developer/development group.

Task 4: Public-Private Transaction Structuring

Kosmont will assist the City with the initial negotiation and public-private transaction structuring (e.g. execution of an ENA or DDA) with a selected developer as it relates to the Site.

Task 5: Project Meetings

Kosmont will make itself available to participate in up to three (3) in-person meetings with City staff (e.g. City staff meetings and/or developer interviews) and two (2) City Council Closed Session meetings related to Real Property Negotiations regarding the Site. Any additional meetings that Client has requested Kosmont's attendance, which are not included as part of this task, will require Client approval in advance and will be billed at the professional services (hourly) fees as shown on the fee schedule in Attachment A of this proposal.

Task 6 (Optional Add-On Services): Follow-On Real Estate Brokerage Services

KRC is available to provide real estate brokerage and public finance transactional services at the request of the City. KRC is a full service real estate brokerage, finance and public/private transaction firm licensed in the State of California (License # 01770428) since 2007 and a registered Municipal Advisor with the U.S. Securities and Exchange Commission.

KRC has extensive experience working with local government on real estate transactions between public agencies and private parties and structured project financing involving public and private funding sources. A primary KRC focus is on the disposition and sale of assets from the loss of redevelopment. The extensive knowledge KRC has in dealing with real estate transactions between public agencies and private parties while working to achieve successful outcomes will benefit public clients during the disposition and sale of real property assets.

If Client requests real estate brokerage services to be provided by Kosmont Realty Corporation, compensation shall require Client approval of an Exclusive Authorization to Sell and Schedule of Commissions by and between KRC and the Client. KRC will be paid for this specific task by a real estate commission upon the close of any sales transaction.

III. SCHEDULE AND REQUIRED DATA

Consultant is prepared to commence work as soon as authorized.

IV. COMPENSATION

Compensation for Tasks 1 through 5 is estimated at \$45,000 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 (not included under Task 5) is in addition to compensation for Tasks 1 through 5 and will be billed at the professional services (hourly) fees as shown on Attachment A.

Services 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 mileage reimbursement rate of 53.5 cents per mile, 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.

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

DISCLOSURE: Kosmont Transactions Services ("KTS") and Kosmont Realty Corporation ("KRC"): Compensation for possible future transaction-based services or brokerage services.

The following is being provided solely as an advance disclosure of possible real estate brokerage and finance services and potential compensation formats for such services. This disclosure is not intended to commit the Client.

When public agency assignments involve real estate/property brokerage or public financing transactions on behalf of the public agency, such transaction based services are typically provided by Kosmont Transactions Services ("KTS") or Kosmont Realty Corporation ("KRC").

KRC is currently registered with the Securities and Exchange Commission and the Municipal Securities Rulemaking Board as a Municipal Advisor. KRC is licensed by the CA Bureau of Real Estate (License #01770428) and is certified as a Minority Business Enterprise (MBE). KRC is also registered as doing business as KTS.

KTS provides transactional Financial Advisory Services and compensation is typically for financial advisory/loan broker services. KRC provides Brokerage Services and compensation is typically for brokerage commissions such as property and lease transactions and/or success/broker fees. KRC also provides Broker Opinions of Value (BOV) services on a fixed fee basis.

V. 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]

VI. ACCEPTANCE AND AUTHORIZATION

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

Read, understood, and agreed to this

____ Day of _____ 2017

City of Placentia

Kosmont & Associates, Inc.
doing business as "Kosmont Companies"

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print Name)

Name: Larry J. Kosmont, CRE®

Its: _____
(Title)

Its: President & CEO

ATTACHMENT A

Kosmont Companies 2017 Public Agency Fee Schedule

Professional Services

President & CEO	\$305.00/hour
Executive Vice President	\$290.00/hour
Partner/Senior Vice President/Senior Consultant	\$275.00/hour
Vice President/Associate	\$195.00/hour
Project Analyst/Project Research	\$165.00/hour
Assistant Project Analyst/Assistant Project Manager	\$125.00/hour
GIS Mapping/Graphics Service	\$ 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, 2017.

EXHIBIT B
CERTIFICATES OF INSURANCE



KOSM&AS-01

BSTERNBERG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/26/2017

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).

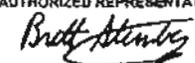
PRODUCER License # DC36891 Lyddy Martin Company 20300 Ventura Blvd. Suite 340 Woodland Hills, CA 91364		CONTACT NAME: Brett R Sternberg PHONE (A/C, No, Ext): (310) 478-2625 317 E-MAIL ADDRESS: brett@lyddymartin.com FAX (A/C, No):	
INSURED Kosmont & Associates, Inc. Dba: Kosmont Companies 1601 N. Sepulveda Blvd. #382 Manhattan Beach, CA 90266		INSURER(S) AFFORDING COVERAGE INSURER A: Foremost Signature Insurance Company NAIC # 41513 INSURER B: 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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	PAS040846504	06/27/2017	06/27/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ Excluded GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	PAS040846504	06/27/2017	06/27/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$	X	PAS040846504	06/27/2017	06/27/2018	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATE OTI-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Placentia and its elected and appointed boards, officers, employees and volunteers are named additional insured

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
All persons or organizations as required by written contract with the Named Insured	As designated in written contract with the Named Insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II – Who is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**

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

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

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT**

This Amendment No. 1 ("Amendment") to Professional Services Agreement is made and entered into effective the 15th day of May 2018, by and between the CITY OF PLACENTIA, a Charter City and Municipal Corporation ("City"), and KOSMONT & ASSOCIATES, INC. a California Corporation doing business as Kosmont Companies ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and or collectively referred to as the "Parties."

RECITALS

(i) City and Consultant entered into a Professional Services Agreement ("Agreement") effective May 16, 2017 through which Consultant has been providing real estate advisory services for 380 S. Placentia Avenue as more fully explained in the Agreement.

(ii) The Parties desire to amend the Agreement to provide for changes in the term of the Agreement.

(iii) All legal prerequisites to the making of this Amendment No. 1 have occurred.

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

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

Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A". Consultant's total compensation shall not exceed Fifty-Seven Thousand Five Hundred Dollars (\$57,500).

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

This Agreement shall commence on the Effective Date of this Amendment No. 1 and continue for a period of thirteen (13) months, ending on June 30, 2019, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

3. All other terms and conditions of the Contract, except as set forth herein, including without limitation the Scope of Work set forth in Exhibit "A" of the Contract, shall remain in full force and effect.

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

5. Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this Amendment No. 1 and that such execution is binding upon the entity for which he or she is executing this document.

IN WITNESS WHEREOF, the Parties have caused Amendment No. 1 to the Professional Services Agreement to be executed as of the day and year first above written.

CONSULTANT

By: _____ Date: _____
Larry J. Kosmont, President

CITY OF PLACENTIA

By: _____ Date: _____
Chad P. Wanke, Mayor

ATTEST:

By: _____ Date: _____
Patrick J. Melia, City Clerk

APPROVED AS TO FORM:

By: _____ Date: _____
Christian L. Bettenhausen, City Attorney



Memorandum

To: Damien Arrula, City Administrator
City of Placentia

From: Ken K. Hira, Executive Vice President, Kosmont Companies
Brian Moncrief, Senior Vice President, Kosmont Companies

Date: May 2, 2018

Subject: **Kosmont Companies Work Plan for Real Estate Advisory Services**

I. BACKGROUND

Kosmont Companies ("Kosmont") was originally retained in April 2017 ("Original Agreement") by the City of Placentia ("City") to provide real estate advisory and related services to assist in the development and management of a Request for Proposals ("RFP") process for the City owned property located at 350 & 380 S. Placentia Avenue ("Site").

To date, Kosmont has assisted the City with the drafting and release of the RFQ/P, prepared opportunity site marketing material and promoted the RFQ/P at the International Council of Shopping Centers ("ICSC") conference in Las Vegas (May, 2017) and via online economic development platforms (e.g. OppSites), reviewed and evaluated RFQ responses for Round 1 of the selection process, and conducted interviews with two (2) of three (3) respondents in Round 1. As part of Round 2, Kosmont reviewed and evaluated RFQ/P respondent term sheet proposals from two (2) selected respondents and helped negotiate and prepare an exclusive negotiation agreement with the selected developer respondent (Fine Hospitality Group) for Council approval.

The next steps as part of the process will include assistance with the negotiation and public-private transaction structuring of a disposition and development agreement, or other agreement(s) effecting the conveyance of ownership and/or occupancy rights for the Site to Developer ("Conveyance Instrument"), and otherwise setting forth the terms and conditions of a mutually acceptable arrangement that provides for the development of the Project. To that end, Kosmont proposes the following Work Plan accordingly.

II. WORK PLAN OUTLINE

Task 1: Initial Negotiations and Public-Private Transaction Structuring

Kosmont will assist the City and its legal counsel with DDA negotiations and public-private transaction structuring as follows:

- Assistance with preparation, review, and negotiation of DDA business terms (e.g. purchase price, deposit, Developer responsibilities (e.g. performance measures), remedies, etc.)
- Development pro forma review and financial feasibility evaluation of up to two (2) project concepts from selected developer.
- Kosmont anticipates two (2) in-person meetings with either City staff, developer, and/or with City Council associated with this Task

Note: Kosmont will be available to assist in further DDA negotiations and project shaping as directed by Client, time and budget for which will be outlined at the appropriate time in a follow-on scope to be approved by Client in advance.

III. BUDGET AUTHORIZATION

The compensation for Task 1 shall not exceed \$12,500 for professional services (hourly) fees at Consultant's billing rates as shown on Attachment A. Budget may be increased by City request at any point in time.

[signature page follows]

IV. ACCEPTANCE AND AUTHORIZATION

Read, understood, and agreed to this

____ Day of _____ 2018

City of Placentia

Kosmont & Associates, Inc.
doing business as "Kosmont Companies"

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print Name)

Name: Larry J. Kosmont, CRE®

Its: _____
(Title)

Its: President & CEO

ATTACHMENT A

Kosmont Companies 2018 Public Agency Fee Schedule

Professional Services

President & CEO	\$345.00/hour
Executive Vice President	\$325.00/hour
Partner/Senior Vice President/Senior Consultant	\$305.00/hour
Vice President/Associate	\$195.00/hour
Project Analyst/Project Research	\$165.00/hour
Assistant Project Analyst/Assistant Project Manager	\$125.00/hour
GIS Mapping/Graphics Service	\$ 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 PUBLIC WORKS

DATE: MAY 15, 2018

SUBJECT: **PLACENTIA COMMUNITY-BASED TRANSIT CIRCULATOR STUDY**

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

SUMMARY:

The Orange County Transportation Authority (OCTA) M2 Project V Community-Based Transit Circulator Program was established to help local agencies operate Community Circulators/Shuttles to best serve local community transit needs and fill service gaps in areas not adequately served by regional transit. The goals of the grant program are to encourage new and flexible transportation systems customized to each community's needs.

On February 16, 2016 the City Council approved the submittal of a grant application to OCTA for the Measure M2 Project V Community-Based Transit/Circulators Funding Program. On June 13, 2016, the OCTA Board of Directors approved the City's proposal under the planning category to fund a comprehensive transportation planning study to determine if there is sufficient demand to support a local circulator of regional transit service within the City. On March 21, 2017, City Council awarded a contract to Nelson\Nygaard Consulting Associates, Inc. (Nelson\Nygaard) to prepare Placentia's Community-Based Circulator Study. Nelson\Nygaard has completed the study and this action receives and files the final report of the Placentia Community-Based Circulator Study.

RECOMMENDATION:

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

Receive and file the Placentia Community-Based Circulator Study report.

DISCUSSION:

On June 13, 2016, the City was awarded a \$45,000 grant to fund a comprehensive transportation study to examine the feasibility of providing a year-round shuttle or trolley service based within the City's planned Metrolink Station area, as well as provide shuttle services for special events. The City's planned Transit-Oriented Development (TOD) and new Metrolink Station will draw

1.i.
May 15, 2018

mass transit users into the Old Town Placentia area to live, shop and dine. Measure M2 Project V provided an opportunity for the City to study the potential for creating a shuttle service based around the TOD and Metrolink Station to connect transit users and area residents and visitors to various points of interest within, as well as outside, the City's boundaries. The purpose of this study was to determine if there is sufficient demand to support a local circulator or regional transit service within available funding criteria, limits and thresholds.

Existing Conditions

The initial phase of the circulator study focused on information gathering including a comprehensive review of relevant planning documents, existing transit services operating in Placentia, and existing demographic/socioeconomic characteristics to understand the market for transit. The evaluation of the existing conditions revealed that there is a need for additional transportation options due to gaps in OCTA's fixed route service network. However, the initial findings indicated that the estimated demand from the public to utilize an additional fixed-route service is not sufficient to make it financially sustainable given the maintenance and operations costs needed to operate a fixed shuttle/transit service. There are areas in Placentia that are not currently served by transit, as well as key destinations outside of Placentia, such as the Brea Mall, that have limited options for connections from Placentia without transferring. While an additional fixed-route service is not likely to be financially sustainable as an addition to the existing Orange County (OC) Bus network because of lower demand and high operating costs, on-demand transportation may fill gaps that do exist, and provide an enhanced transportation option for local trips.

Public Engagement

The study also included a two-phase public engagement process that solicited feedback from the community regarding the needs and desires for community transportation services. Two public meetings were held in order to present and receive feedback on study findings and service concepts. In addition, an online community survey was conducted from September through October 2017 to collect input on the community's vision for on-demand transportation. The study was branded as the "Placentia Shuttle Study" for easier communication with the public. The meetings and survey were publicized through online and in-person outreach. Spanish translation was provided at both community meetings.

The initial phase of public engagement confirmed the findings from the evaluation of the existing conditions in Placentia. The community did not identify gaps in the transit network or specific needs for transit service but did express a need for improved service quality in some areas that had recently seen reductions in OC Bus service as well as a desire for a broader range of transportation options, including on-demand service, for more customized trips.

Community Survey Results

The second phase of the public engagement consisted of an online survey that was conducted from September 1 through November 1, 2017 to gauge the community's interest in using an on-demand service. The survey link was distributed through the City's website and social media outlets. A total of 39 responses to the survey were received, several of which were filled out on paper and delivered to the City. Of those responding, 72% noted that they would be interested in using such a service, and 69% believed the community would benefit from an on-demand option.

Service Plan Options

Based on the findings from the initial phase and public engagement, and discussion with Staff, a decision was made to shift the planning of potential local circulator services away from providing a traditional fixed-route shuttle service and focus on alternative service models that allows for more customization and flexibility. As a result, on-demand service delivery models and partnership models were compared through case studies in order to determine the best fit for the City to pursue in the context of Project V funding guidelines and requirements.

Nelson/Nygaard considered the following four (4) service delivery and four (4) partnerships models to evaluate under the potential capital as well as operation and maintenance Project V funding categories:

Service Delivery Models:

- 1) Zone-based - In a zone-based model (e.g. Placentia city limits), on-demand connections are provided within a defined service area.
- 2) Hub-based – A hub-based model provides trips to-and-from specific locations or areas. For example, the City of Placentia could provide on-demand connections to the future Metrolink station.
- 3) Corridor based – A corridor-based model, on-demand rides are provided along corridors not served by transit or outside of fixed-route transit operating hours to fill gaps in service.
- 4) Hybrid (Zone Hub) - The hybrid model is similar to a zone-based model but can be adjusted to include specific destinations outside of the zone.

Partnerships Models:

- 1) Ride-Hail Partnership – This is a formal partnership between ride-hail companies and a public agency to provide service where traditional public transportation, such as a fixed route bus, is not cost effective. Under ride-hail partnerships, fares are subsidized up to a fixed amount depending on the available funding.
- 2) Taxi Partnership - This is a formal partnership between a taxi company and a public agency to provide service where traditional public transportation, such as a fixed-route bus, is not cost effective. Under taxi partnerships, fares are subsidized up to a fixed amount depending on the available funding.
- 3) Agency Partnership - In an agency partnership, public transit agencies hire or partner with scheduling and dispatching software vendors. Typically, municipal partnerships consist of cost-sharing agreements for vehicle purchases or operations between municipalities and larger regional transit agencies.
- 4) Private Electric Vehicle Partnership – This involves a partnership between a public agency and private companies that have developed services that provide on-demand transportation through a smartphone app using small electric vehicles.

The review of partnership models conducted as part of this study indicated that a taxi subsidy partnership utilizing a hybrid service delivery model will best meet the Project V funding guidelines and provide the most cost-effective solution for the City. An important requirement of Project V funding is that the services provided must be Americans with Disabilities Act (ADA) accessible. With a ride-hail or private partnership, compliance may be more difficult given the accessibility limitations of electric and personal vehicles. In some cases, agencies administering ride-hail partnerships have addressed this by partnering with a traditional taxi company for customers needing an accessible vehicle. Taxi companies provide the required accessibility to persons with disabilities, without bank accounts, under the age of 18, and/or without smart phones. Also, a taxi-partnership can be designed to serve all trips within a defined zone, trips to specific destinations, along a defined corridor, or a hybrid model.

In addition, a taxi subsidy program enables the City to fund the service on a per-trip basis rather than paying for ongoing operating costs that would only be warranted by a high level of utilization. Project V funds cover 90% of the operating cost or up to \$9.00 per trip—whichever is less. A taxi partnership will always be subsidized at up to \$9.00 per trip since there are no hourly operating costs. A dedicated service such as an agency or private partnership will receive up to \$9.00 per passenger trip from Project V unless, based on the number of annual passenger trips, 90% of the total operating cost is less than \$9.00 per trip. The City must match at least 10% of the operating cost or cost per trip by charging a fare or making a direct contribution. As shown in Table 1 below, the estimated operating cost of a taxi-partnership after the subsidy from Project V funding, will be \$24,480 annually compared to \$238,680 if the City elected an agency or private partnership model.

Table 1: Cost Estimates with Project V Funding by Partnership

	Agency or Private Partnership	Ride-Hail or Taxi Partnership
Hourly Rate	\$75	No hourly operating cost
Annual Service Hours*	6,120	Service paid on per-trip basis
Annual Ridership**	24,480	24,480
Annual Operating Cost***	\$459,000	\$244,800
Annual Project V Subsidy	90% = \$413,100 OR \$9.00/trip = \$220,320	90% = \$220,320 OR \$9.00/trip = \$220,320
Annual Placentia Contribution	\$238,680	\$24,480

*Assumes 2 vehicles operating a 12-hour span on weekdays

**Assumes 4 passengers/hour on agency or private partnership; equivalent annual trips on ride-hail or taxi partnership

***Operating cost is the product of the hourly rate and the annual service hours. In the case of the ride-hail or Taxi partnership, it is assumed that the total fare subsidy to the passenger is capped at \$10 (\$9 through Project V and \$1 from the City of Placentia). Fares exceeding \$10 would be paid by the passenger.

The study recommends a taxi-partnership program that provides subsidized on-demand transportation for trips starting and ending within the city boundaries. In addition, the service should provide subsidized trips between Placentia and key destinations outside of Placentia,

including Brea Mall and Cal State Fullerton. The recommended program delivers the following key features:

- Convenience: The envisioned service would provide new and attractive mobility choices to Placentia residents.
- Flexibility: A taxi subsidy program can be tested in a number of ways in order to determine what works best in the City. The City will have flexibility to adjust the fare structure, eligible destinations, and hours of operation as necessary to best serve the needs of the community.
- Cost effectiveness: By implementing a per-trip subsidy program, the City will only pay for the service when it is being used by a customer, ensuring an efficient use of funds. In addition, the balance of subsidy funding from OCTA and the City will ensure that the service is cost effective for riders.

Given the limited funding and staffing resources available to the City at this time to fund and manage a pilot on-demand transportation system, Staff recommends the City Council receive and file this final report. Staff will monitor future calls for projects from OCTA under the M2 Project V Community-Based Transit Circulators Program in anticipation of submitting a grant application under the Operations and Maintenance category for the City Council to consider implementing a pilot on-demand taxi subsidy program within the City. Any future grant application will be presented to the City Council for approval before submittal.

FISCAL IMPACT:

There is no fiscal impact associated with the recommended action.

Prepared by:



Elsa Y. Robinson
Management Analyst

Reviewed and approved:



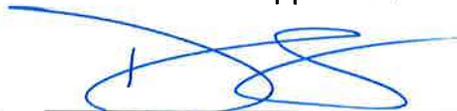
Luis Estevez
Director of Public Works

Reviewed and approved:



Kim Krause
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Placentia Community-Based Circulator Study: Final Report

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

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

City Council Approval:

Deputy City Clerk

NOTICE OF COMPLETION

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

Notice is hereby given that:

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

- The nature of the interest or estate of the owner is: In fee.
N/A
(If other than fee, strike "in fee" and insert, for example, "purchaser under contract of purchase," or "lessee")

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

NAMES	ADDRESSES
<u>N/A</u>	

- A work of improvement on the property hereinafter described was completed on April 9, 2018. The work done was:
The project consisted of traffic signal modifications and improvements at La Jolla and Melrose Streets in the City of Placentia, CA.

The name of the contractor, if any, for such work of improvement was Comet Electric Inc.

- 21625 Prairie Street, Chatsworth, CA 91311 11/02/2017
(If no contractor for work of improvement as a whole, insert "none".) (Date of Contract)

- The property on which said work of improvement was completed is in the city of Placentia
 County of Orange, State of California, and is described as follows: Traffic Modification Plan La Jolla Street at Melrose Street - City Project No. 2017-02

- The street address of said property is "none"
(If no street address has been officially assigned, insert "none".)
CITY OF PLACENTIA

Dated: 04/09/18
 Verification for Individual Owner

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

VERIFICATION

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

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

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

Executed on _____, 2018, at Placentia, California.
(Date of Signature) (City where signed)

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



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF FINANCE

DATE: MAY 15, 2018

SUBJECT: **DESIGNATION OF INDIVIDUALS AUTHORIZED TO INVEST CITY MONIES IN THE LOCAL AGENCY INVESTMENT FUND**

FISCAL IMPACT: NONE

SUMMARY:

The City of Placentia collects taxes and fees to supply City services to the public. In managing the City's finances, the Finance Department regularly invests funds into the Local Agency Investment Fund (LAIF).

LAIF is established by the State Treasury under Government Code Section 16429.1 *et. seq.* for the deposit of money from a local agency for purposes of investment by the State Treasurer. LAIF requires a resolution approved by the City Council to participate in the program and requires that City Council designate authorized Staff to deposit or withdraw funds. This resolution will designate the City Administrator, newly appointed Director of Finance and the Director of Administrative Services as those authorized for LAIF transactions.

RECOMMENDATION:

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

1. Adopt Resolution No. R-2018-XX, A Resolution of the City Council of the City of Placentia, California, authorizing investment of monies in the Local Agency Investment Fund.

DISCUSSION

LAIF is a voluntary program created by statute, (16429.1 California Government Code). LAIF was established in 1977 as an investment alternative for California's local governments and special districts. This program offers local agencies the opportunity to participate in a major portfolio, which invests hundreds of millions of dollars. It offers the City the ability to safely invest funds until they are needed. LAIF will only accept funds from one designated City account and will only transfer funds to that same account. There is no ability to transfer funds to an account that is not owned by the City of Placentia. In addition, the City's investment in LAIF is in conformance with its Investment Policy.

1.j.
May 15, 2018

LAIF requires a resolution approved by the City Council to participate in the program and requires that City Council designate the Staff authorized to deposit or withdraw funds. This resolution will designate the City Administrator, the newly appointed Director of Finance and Director of Administrative Services as the City of Placentia Staff authorized. The Director of Finance and City Administrator will be the primary staff involved in LAIF transactions. The Director of Administrative Services is included as a "back up" staff member, should either the City Administrator or Finance Director not be available. It should be noted that in addition to the LAIF transfer form, the City has established a prerequisite LAIF transfer form and policy, which requires the approval of the Director of Finance, City Treasurer and City Administrator prior to conducting any actual transfers.

Prepared by:

Reviewed and approved:



Matt Reynolds
Senior Management Analyst



Kim Krause
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Resolution R-2018-XX Authorizing Investment of Monies in the LAIF

RESOLUTION NO. R-2018-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND.

A. Recitals.

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

(ii). The Local Agency Investment Fund is established in the State Treasury under Government Code Section 16429.1 et. seq. for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

(iii). The City Council hereby finds that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with Government Code Section 16429.1 et. seq. for the purpose of investment as provided therein is in the best interests of the City of Placentia; and

B. Resolution.

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

1. In all respects as set forth in the Recitals, Part A., above.
2. The City Council of the City of Placentia hereby authorizes the deposit and withdrawal of City of Placentia monies in the Local Agency Investment Fund in the State Treasury in accordance with Government Code Section 16429.1 et. seq. for the purpose of investment as provided therein.
3. The following City of Placentia officers holding the titles specified herein below, or their successors in office are each hereby authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund and may execute and deliver any and all documents necessary or advisable in order to effectuate the purposes of this resolution and the transactions contemplated hereby:

Damien R. Arrula
City Administrator

Kim Krause
Finance Director

Rosanna Ramirez
Director of Administrative Services

4. This resolution shall remain in full force and effect until rescinded by City Council by resolution and a copy of the resolution rescinding this resolution is filed with the State Treasurer's Office.

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

APPROVED and ADOPTED this 15th day of May 2018.

Chad P. Wanke, Mayor

ATTEST:

Patrick J. Melia, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Patrick J. Melia, City Clerk of the City of Placentia do hereby certify that the foregoing Resolution No. R-2018-31 was adopted at a regular meeting of the City Council held on the 15th day of May 2018 by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

Patrick J. Melia, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF DEVELOPMENT SERVICES

DATE: MAY 15, 2018

SUBJECT: TENTATIVE PARCEL MAP (TPM) 2018-132: A TENTATIVE PARCEL MAP TO CONSOLIDATE SEVEN LOTS INTO ONE LOT MEASURING APPROXIMATELY 5.04 GROSS ACRES, AND MEASURING 4.59 NET ACRES AFTER REQUIRED DEDICATIONS ON PROPERTY LOCATED AT 505, 515, 523, 531, 535 W. CROWTHER AVENUE, 407 GOETZ PLACE, 409 EVELYN PLACE, WITHIN THE TRANSIT ORIENTED DEVELOPMENT PACKING HOUSE DISTRICT (TOD) ZONE – BLACKWOOD DEVELOPMENT

FISCAL
IMPACT: NONE

SUMMARY:

At the Planning Commission meeting held May 8, 2018, the Planning Commission voted 6-0-1 to recommend approval of TPM 2018-132 to the City Council. TPM 2018-132 is a request to consolidate the existing seven parcels into one parcel for property located at project located at 505, 515, 523, 531, 535 W. Crowther Avenue, 407 Goetz Place, and 409 Evelyn Place. The resulting parcel measures approximately 5.04 gross acres, and will be 4.59 net acres after required dedications. In accordance with Placentia Municipal Code (PMC) Sections 22.80.060 and 22.80.070, the Planning Commission hereby submits a report of its findings and recommends approval of TPM 2018-132 to the City Council.

RECOMMENDATION:

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

1. Adopt a Resolution of the City Council of the City of Placentia, California approving TPM 2018-132 to consolidate seven parcels into one parcel subject to the Special Conditions of Approval set forth in Attachment A, and adopting an Addendum to a previously adopted Initial Study/Mitigated Negative Declaration of Environmental Impacts (MND 2017-01) for the project wherein it was found that with implementation of Mitigation Measures set forth in a Mitigation Monitoring and Reporting Program ("MMRP"), the proposed project will not have a significant effect on the environment pursuant to 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) and the City of Placentia Environmental Guidelines.

1.k.
May 15, 2018

BACKGROUND:

PMC Section 22.80.010(a) requires a parcel map for all subdivisions of four (4) or fewer parcels and PMC Section 22.80.060(c) requires that the Planning Commission take action to recommend to the City Council conditional approval or denial of the subdivision map. At the Planning Commission meeting held May 8, 2018, the Planning Commission voted 6-0-1 (one member absent), to recommend approval of TPM 2018-132 to the City Council. At that same meeting, the Planning Commission reviewed and approved Development Plan Review (DPR) No. 2018-04 to permit the development of a five-story, mixed-use development featuring 418 multi-family residential units with associated amenities for residents, 10,553 square feet of retail space, 3,572 square feet of leasing office space, and a seven-level parking structure, in conjunction with various onsite hardscape and landscape improvements. In accordance with PMC Section 23.75.010, DPR 2018-04 does not require City Council approval and, therefore is not part of the request. However, pursuant to PMC Section 22.80.070, City Council approval is necessary for TPMs.

DISCUSSION:

Subject Site and Surrounding Land Uses

The table below illustrates the site and surrounding existing land uses, General Plan Land Use designation and zoning:

	Existing Land Use	Land Use Element General Plan Designation	Zoning Map Designation
Existing	Industrial Uses	TOD	TOD
Proposed	253,089 s.f. residential building plus 10,553 s.f. of retail, 3,572 s.f. leasing office, club and fitness areas, and residential garage structure, with 626 spaces.	TOD	TOD
North	Across BNSF tracks, high density residential uses	High Density Residential	R-3
South	Across Crowther Avenue, Industrial uses	Industrial	M
East	Industrial and Residential uses	TOD	TOD
West	Industrial uses	TOD	TOD

Applicable Code Section – Placentia Municipal Code

The subject property is currently within the TOD zone. The project will be required to comply with the development standards and use requirements set forth in the PMC for projects within the TOD Zoning District (Chapter 23.111). Pursuant to PMC Section 22.80.010, subdivisions consisting of four or less parcels shall require Planning Commission review at a noticed public hearing, to review and solicit a recommendation for final action on the proposed TPM by the City of Placentia City Council.

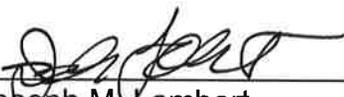
Lot Standards

Title 22 (Subdivisions) of the PMC sets forth development standards defining the minimum lot width, lot depth and lot area for all parcels in all zoning districts to bring about orderly development throughout the City. The TOD District standards require a minimum area of 20,000 square feet for all newly created lots. The proposed resulting property exceeds the minimum requirements with a net lot area of 199,940 square feet. The proposed parcel configuration will comply with the minimum requirements of the PMC.

ENVIRONMENTAL:

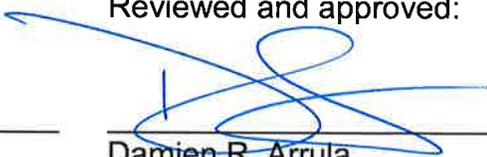
In accordance with the California Environmental Quality Act (CEQA) (Public Resources Code §§ 21000-21177) and pursuant to §15063 of Title 14 of the California Code of Regulations (CCR), the City of Placentia, acting in the capacity of Lead Agency, is required to undertake the preparation of an Initial Study to determine if the proposed Project would have a significant environmental impact. This Initial Study was conducted relying on findings from the Initial Study/Mitigated Negative Declaration (IS/MND) approved for the re-zoning of this area from manufacturing to TOD (MND 2017-01). For this project, an Addendum to the previously adopted Initial Study/Mitigated Negative Declaration of Environmental Impacts (MND 2017-01) was prepared for the project wherein it was found that, with implementation of Mitigation Measures, including a MMRP, the proposed project will not have a significant effect on the environment. The mitigation measures are attached to this report and have also been added as conditions of approval. The Mitigation Measures were established to ensure any potential impact is less than significant with the implementation of the identified mitigation measures. The Addendum to the MND and the MMRP are provided as attachments to this report. The Planning Commission adopted the Addendum as part of approving DPR 2018-04, and Staff recommends that the City Council adopt the Addendum as part of the approval of the TPM.

Prepared by:



Joseph M. Lambert
Director of Development Services

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Resolution No. R-2018-XX
 - a. Conditions of Approval
2. Planning Commission Staff Report for TPM 2018-132 (without attachments)
3. Resolution No. PC-2018-07 (unsigned and without attachments)
4. Addendum to Mitigated Negative Declaration (MND 2017-01) and Mitigation Monitoring & Reporting Program
5. Tentative Parcel Map Exhibit (TPM 2018-132)

RESOLUTION NO. R-2018-32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, ADOPTING AN ADDENDUM TO A MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM (MND 2017-04) PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (PUBLIC RESOURCES CODE §§ 21000-21177 AND §15000 ET. SEQ. OF TITLE 14 OF THE CALIFORNIA CODE OF REGULATIONS)(CEQA) AND APPROVING TENTATIVE PARCEL MAP (TPM) 2018-132 FOR THE CONSOLIDATION OF SEVEN LOTS INTO ONE LOT MEASURING APPROXIMATELY 5.04 GROSS ACRES, AND MEASURING 4.59 NET ACRES AFTER REQUIRED DEDICATIONS LOCATED WITHIN THE TRANSIT ORIENTED DEVELOPMENT PACKING HOUSE DISTRICT (TOD) ZONE ON PROPERTY LOCATED AT 505, 515, 523, 531, 535 W. CROWTHER AVENUE, 407 GOETZ PLACE, 409 EVELYN PLACE, PLACENTIA, CA (APNS: 339-431-02, 03, 04, 05, 06; AND 339-401-08, 09).

A. Recitals.

WHEREAS, On May 8, 2018, the Planning Commission of the City of Placentia conducted, and concluded, a duly noticed public hearing, as required by law, recommending to the City Council of the City of Placentia, approval of Tentative Parcel Map (TPM) 2018-132 for the property located at 505, 515, 523, 531, 535 W. Crowther Avenue, 407 Goetz Place, 409 Evelyn Place.

WHEREAS, The Planning Commission heard testimony, received a report and other relevant information from City staff and members of the public including Placentia Realty Partners LLC ("Applicant" hereinafter), regarding a Tentative Parcel Map application.

WHEREAS, 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:

Section 1. The City Council hereby specifically finds that all of the facts set forth in the Recitals, Part A, of this Resolution are true and correct.

Section 2. Based upon substantial evidence presented to this City Council with regard to the Application, including written staff reports, verbal testimony and development plans, the City Council hereby specifically finds as follows:

a. The proposed project will not be: (1) detrimental to the health, safety or general welfare of the persons residing or working within the neighborhood of the proposed development or within the city, or (2) injurious to the property or improvements within the neighborhood or within the city. Subject to compliance with the attached Conditions of Approval set forth in Attachment "2.A." of the staff report (Attachment A to this Resolution) and by this reference incorporated herein and Standard Development Requirements, the project complies with all applicable code requirements and development standards of the Transit Oriented Development Packing House District (TOD) Zoning District and Title 22, and with other applicable regulations of the Placentia Municipal Code (PMC).

b. The proposed use is consistent with the City's General Plan. The General Plan Land Use designation for the subject site Transit-Oriented Development, and the proposed use does not involve any change in the allowable land use of the subject site. The proposed project involves the development of a mixed-use project consistent with the TOD Zone and consistent with the General Plan.

c. The proposed project as presented in the staff report and accompanying plans complies with all requirements of Chapter 23.111 of the PMC. City Staff carefully examined the proposed development against the applicable development regulations prescribed in Title 23 (Zoning Ordinance), and determined it to be in substantial compliance. The proposed Development includes Conditions of Approval and Standard Development Requirements to ensure full compliance with applicable code requirements.

d. Conditions necessary to secure the purposes of this section, including guarantees and evidence of compliance with conditions are made part of this development approval. Attachment "1.A" of the staff report (Attachment A to this Resolution) contain Conditions of Approval and Standard Development requirements specific to this development application in order to provide assurances that the proposed construction of a mixed-use project and related on and off-site improvements are in compliance with applicable requirements of the PMC.

e. That the proposed map is consistent with the General Plan. The proposed Tentative Parcel Map is to consolidate seven properties into one. The proposed map and development is consistent with all polices, programs, and goals of the General Plan.

f. That the site is physically suitable for the type of development. The subject site is a 5-acre area, which has been designed to accommodate the development, as well as sufficient parking and landscaping. Based on this, the subject site is adequate to accommodate the proposed mixed-use development.

g. That the design of the subdivision or type of improvements is not likely to cause serious public health problems. The proposed subdivision is to allow the

consolidation of seven parcels into one parcel within the City of Placentia that will accommodate a mixed-use project.

h. That the design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision. As part of the review of the application, an extensive record research was completed. Additionally, the application submitted a preliminary title report with their application. Although several easements have been found, they are mostly for utility access only. All of the easements will be protected in place and will not be altered by the construction of the project.

i. That the design of the subdivision or the proposed improvements is not likely to cause substantial environmental damage or substantially and avoidably injure wildlife or their habitat. The subject site is an underutilized property that only has limited vegetation. There are no known areas within the City that host wildlife or their habitat, most particularly species.

j. The intent of the TOD zone is to implement the City's vision to encourage high quality, transit-oriented development and to create a compact pattern of development that is conducive to walking, bicycling, and using public transportation within the TOD zone which is surrounding the forthcoming Metrolink Station. Furthermore, the proposed design will enhance the streetscape, thus providing a pleasing aspect to those driving on Crowther Avenue.

k. The proposed development's site plan and its design features, including architecture and landscaping, will integrate harmoniously with and enhance the character and design of the site, the immediate neighborhood, and the surrounding areas of the City. Currently the site is an underutilized and under-developed site.

Section 3. (a). The City Council hereby adopts an Addendum to a previously adopted Initial Study/Mitigated Negative Declaration of Environmental Impacts (MND 2017-01), which is Attachment "4" of the City Council staff report dated May 15, 2018 and by this reference incorporated herein, and finds that the Addendum was prepared in compliance with the California Environmental Quality Act ("CEQA"), California Public Resources Code §§ 21000, *et seq.*, the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, §§ 15000, *et seq.*, and the Environmental Impact Report Guidelines of the City of Placentia and makes the following additional findings:

- a. Facts supporting the above-specified findings are contained in the Addendum to Mitigated Negative Declaration (MND 2017-01), the staff report and exhibits, and the information provided during the public hearing conducted with respect to the Application and the Addendum to the Mitigated Negative Declaration. Mitigation measures are made a condition of approval of said project and are intended to mitigate and/or avoid environmental effects identified in the Addendum to the Mitigated Negative Declaration; and
- b. The Addendum to Mitigated Negative Declaration (MND 2017-01) contains Mitigation Measures and a Mitigation Monitoring and Reporting Program set forth

- in Attachment "4" of the City Council staff report dated May 15, 2018 and by this reference incorporated herein. By adopting the Addendum to Mitigated Negative Declaration (MND 2017-01), the City Council is also adopting the Mitigation Measures and a Mitigation Monitoring and Reporting Program for the project; and
- c. On April 18, 2017, the Placentia City Council adopted the Ordinance No. O-2017-04 to establish Transit Oriented Development Packing House District Development Standards and the associated Mitigated Negative Declaration (MND) for the 2017 Approved Project.; and, to the extent authorized by law, the City Council desires and intends to use Addendum No. 1, together with the other CEQA Document, as the environmental documentation required by CEQA, the CEQA Guidelines and the City's Local CEQA Procedure Manual for the Proposed New Entitlements and the Proposed New Project; and
 - d. Whereas, the City Council determines that the evidence in the record constitutes substantial evidence to support the actions taken and the findings made in this Resolution, that the facts stated in this Resolution are supported by substantial evidence in the record, including testimony received at the public hearing, the staff presentation, the staff report and all materials in the project files. There is no substantial evidence, nor are there other facts, that detract from the findings made in this Resolution. The City Council expressly declares that it considered all evidence presented and reached these findings after due consideration of all evidence presented to it.
 - e. Now, therefore, be it resolved that the City Council, pursuant to the above findings and based upon a thorough review of proposed Addendum No. 1 the CEQA Documents and the evidence received to date, does find and determine as follows:
 - f. That Addendum No. 1 was prepared for the Proposed New Entitlements and the Proposed New Project in compliance with the requirements of CEQA, the State CEQA Guidelines, and the City's Local CEQA Procedure Manual;
 - g. That, based upon the evidence submitted and as demonstrated by the analysis included in Addendum No. 1, none of the conditions described in Sections 15162 or 15163 of the State CEQA Guidelines calling for the preparation of a subsequent or supplemental EIR or negative declaration have occurred; specifically:
 - a. There have not been any substantial changes in the Original Project or the Revised Project that require major revisions of the CEQA Documents because of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
 - b. There have not been any substantial changes with respect to the circumstances under which the Proposed New Project is undertaken that require major revisions of the CEQA Documents due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; and
 - c. There is no new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the 2017 MND was adopted as complete, that shows any of the following: (a) the Proposed New Project will have one or more significant

effects not discussed in 2017 MND; (b) significant effects previously examined will be substantially more severe than shown in the 2017 MND or the other CEQA Documents; (c) mitigation measures or alternatives previously found not to be feasible would, in fact, be feasible and would substantially reduce one or more significant effects of the Proposed New Project, but the Owner declines to adopt the mitigation measures or alternatives; or (d) mitigation measures or alternatives which are considerably different from those analyzed in the 2017 MND or the other CEQA Documents would substantially reduce one or more significant effects on the environment, but the Owner decline to adopt the mitigation measures or alternatives.

- d. In connection with the Proposed Project and City Council review of all of the CEQA Documents, the City Council has considered the recommendation of the Planning Commission and has independently reviewed all of the CEQA Documents and has exercised its independent judgment in making the findings and determinations set forth herein; and
- e. Pursuant to the above findings, the City Council determines that the previously-approved CEQA Document, together with Addendum No. 1, satisfy all of the requirements of CEQA and are adequate to serve as the required environmental documentation for the Proposed New Entitlements and the Proposed New Project and hereby approves and adopts Addendum No. 1 and a Mitigation Monitoring Plan for the Proposed New Project and Addendum.

(b). The City Council finds and determines that, based upon the findings set forth above and below, and changes and alterations which have been incorporated into and conditioned upon the proposed project, no significant adverse environmental effects will occur; and

(c). The City Council finds that facts supporting the above-specified findings are contained in the staff report and exhibits, and the information provided during the public hearing conducted with respect to the Application.

Section 4. Based upon the findings and conclusions set forth herein, the City Council hereby approves Tentative Parcel Map 2018-132, as modified herein, and specifically subject to the conditions set forth in Attachment "1.A." of the staff report (Attachment A to this Resolution) attached hereto and by this reference incorporated herein.

PASSED, ADOPTED and APPROVED this 15th day of May 2018.

Chad P. Wanke, Mayor

ATTEST:

Patrick J. Melia, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Patrick J. Melia, City Clerk of the City of Placentia, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Placentia, held on the 15th day of May 2018 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

ATTACHMENT "A"

**Attachment A (As Amended by Planning Commission on May 8, 2018)
May 8, 2018 Planning Commission Staff Report
Special Conditions of Approval for
Tentative Parcel Map 2018-132 (TPM 2018-132)
505, 515, 523, 531, 535 W. Crowther Avenue, 407 Goetz Place, 409 Evelyn Place,
W. Crowther Avenue**

SPECIAL CONDITIONS

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

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

DEVELOPMENT SERVICES DEPARTMENT – PLANNING DIVISION:

1. Failure to abide by and faithfully comply with any and all conditions attached to this action shall constitute grounds for revocation or amendment of said actions by the City of Placentia Planning Commission.
2. The applicant shall, as a condition of project approval, at its sole expense, defend, indemnify and hold harmless the City, its officers, employees, agents and consultants from any claim, action, proceeding, liability or judgment against the City, its officers, employees, agents and/or consultants, which action seeks to set aside, void, annul or otherwise challenge any approval by the City Council, Planning Commission, or other City decision-making body or City staff action concerning applicant's project. The applicant shall pay the City's defense costs, including attorney fees and all other litigation-related expenses, and shall reimburse the City for any and all court costs, which the City may be required to pay as a result of such defense. The applicant shall further pay any adverse financial award which may issue against the City including but not limited to any award of attorney fees to a party challenging such project approval. The City shall retain the right to select its counsel of choice in any action referred to herein. The City agrees to promptly notify the applicant of any such claim filed against the City and to fully cooperate in the defense of any such action.
3. Approval of Tentative Parcel Map (TPM) 2018-132 and the final map is contingent upon City Council Approval.
4. TPM 2018-132 shall expire twenty-four (24) months after approval or conditional approval if a final map is not recorded. Upon written request, by the developer, the time limit may be extended an additional twelve (12) months by City Council.

5. A final map shall be prepared by or under the direction of a registered Civil engineer or licensed land surveyor in the State, as provided for in the Business and Professions Code.
6. TPM 2018-132 shall comply with the applicable requirements of Title 22 Subdivisions of the Placentia Municipal Code.
7. Any modifications to the approved floor plan/site plan and any modifications which will change, expand or intensify the use shall be subject to review and approval by the Director of Development Services. The Director of Development Services or his or her designee may determine if such modifications require approval by the Placentia Planning Commission or may be approved administratively by City staff.
8. Prior to final release of the buildings for occupancy, all Special Conditions of Approval and Standard Development Requirements shall have been completed and final inspections approved.
9. Applicant/builder is responsible, at its sole cost and expense, to cause all cable, telephone, electrical, and other utility services serving the property to be placed underground within the subject site. Prior to the issuance of building permits, Applicant/builder shall submit a separate utility plan for each such utility service. The utility plan shall indicate the precise location of where all cable, telephone, electrical, and other utility services serving the property will be placed underground within the subject site, as well as the points of connection at the proposed building or buildings on the site and the public right-of-way. Prior to the submittal of the utility plans to the City, the plans shall be reviewed and approved by the utility companies. Evidence of approvals shall be in the form of a signed and dated approval stamp and/or approval letter. If the precise locations of future utility services cannot be reasonably ascertained prior to the issuance of building permits, upon prior written approval of the Director of Development Services, prior to issuance of a certificate of occupancy. Applicant/builder shall provide the City with "as built" plans showing the precise locations where all cable, telephone, electrical, and other utility services serving the property were placed underground within the subject site, as well as the points of connection at the building or buildings on the site and the public right-of-way.

PUBLIC WORKS – ENGINEERING DIVISION:

Final Map

1. Applicant shall provide a quitclaim or relocation of easement that affects the proposed development.
2. The applicant shall prepare and submit a preliminary title report no older than 90 days.
3. Prior to approval of the Final Parcel Map, pursuant to the Subdivision Improvement Agreement for Public Improvements and survey Monumentation, the developer shall provide security in an amount specified in writing by the Registered Civil

Engineer or a Licensed Land Surveyor of record. The developer shall enter into an agreement providing for the necessary right-of-way, design and construction of missing public improvements, which shall be constructed in coordination with adjacent existing improvements prior to occupancy of the development and subject to review and approval by the City Engineer.

4. Prior to the exoneration of any security, the applicant shall submit one (1) duplicate Mylar of the final map and all as built public improvement plans, in a manner acceptable to the City Engineer. The computer analysis may be submitted on a CD with a proper labeled.
5. All existing easements to the City for street and public utilities as well as landscape and irrigation should be quitclaimed and removed by the developer. Developers to include a note dedicating the 12' ROW to the City.
6. Developer shall provide funds to cover the City's CASp inspection and Certification of all ADA improvements located within the public Right-of-way. The fees for the CASp inspection will be determined at the time of the submittal of the plans when all the ADA improvements have been identified.
7. Overall site plan and building plans shall be in compliance with ADA requirements. All ADA improvements must conform to the current ADA and CBC regulations in order to obtain CASp Certifications.
8. All Street improvements shall be in conformance with the Transit Oriented Development Standards, attached.
9. No permit for the demolition, substantial alteration or relocation of any historical resource shall be issued, and no historical resource shall be demolished, substantially altered or relocated without first referring the matter to the planning commission, except where the building official or the city engineer determines that demolition, relocation or substantial alteration of any historical resource is immediately necessary in the interest of the public health, safety or general welfare. (Ord. O-2015-01 § 3, 2015)
10. This project falls under the City's Municipal Code: 8.04.390 Special requirements for construction/deconstruction waste:
 - a. To ensure the diversion of at least fifty (50) percent of all construction/deconstruction waste generated within the city the following special requirements apply to all covered projects as listed in Section 8.04.400:
 - b. All contractors or owner-builders applying for a permit are required to complete a project form and attest that only an authorized city agent will be used to haul debris and other solid waste generated by that project.
 - c. All contractors or owner-builders are required to place a deposit with the city to ensure their compliance with the required use of an authorized city agent.

The specific deposit amount shall be \$50,000. ~~an equivalent to One (1.00) percent of the total project value.~~

- d. Upon completion of the project, and if proof deemed satisfactory by the city confirms that all solid waste hauling for that project was done by an authorized city agent then a full refund of the deposit will be made. Acceptable forms of proof are weight tickets, collection receipts, billings, or similar statements from an authorized city agent showing that they performed solid waste collection at the location established for that project. It is the contractor's or owner-builders' responsibility to provide receipts covering all hauling activity for that project. Failure to provide complete records will be deemed as noncompliance.
11. Failure to provide receipts or other acceptable proof of compliance for all solid waste hauling on a project will result in the forfeiture of one hundred (100) percent of deposited funds. (O-2011-08 § 2, 2011)



Placentia Planning Commission

AGENDA STAFF REPORT

TO: PLANNING COMMISSION

FROM: JOSEPH M. LAMBERT, DIRECTOR OF DEVELOPMENT SERVICES

DATE: MAY 8, 2018

SUBJECT: **DEVELOPMENT PLAN REVIEW (DPR) 2018-04 AND TENTATIVE PARCEL MAP (TPM) 2018-132 FOR PROPERTY LOCATED AT 505, 515, 523, 531, 535 W. CROWTHER AVENUE; 407 GOETZ PLACE; 409 EVELYN PLACE (PLACENTIA REALTY PARTNERS LLC)**

RECOMMENDATION

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

- 1) Open Public Hearing, concerning Development Plan Review (DPR) No. 2018-04 and Tentative Parcel Map (TPM) No. 2018-132, receive the Staff Report and consider all Public Testimony, close the Public Hearing; and
- 2) Adopt Resolution No. PC-2018-06, a Resolution of the Planning Commission of the City of Placentia, approving DPR 2018-04 subject to Conditions of Approval and Standard Development Requirements and making findings to permit the demolition/removal of existing industrial/warehouse buildings and associated facilities, and to permit the construction of a five-story, mixed-use development featuring 418 multi-family residential units with associated amenities for residents, 10,553 square feet of retail space, 3,572 square feet of leasing office space, and a seven-level parking structure on a 5.04 gross acre site located within the Transit Oriented Development Packing House District (TOD) Zone on property located at 505, 515, 523, 531, 535 W. Crowther Avenue, 407 Goetz Place, 409 Evelyn Place; and adopting an Addendum to a previously adopted Initial Study/Mitigated Negative Declaration of Environmental Impacts (MND 2017-01) for the project wherein it was found that with implementation of Mitigation Measures set forth in a Mitigation Monitoring and Reporting Program ("MMRP"), the proposed project will not have a significant effect on the environment pursuant to 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) and the City of Placentia Environmental Guidelines; and
- 3) Adopt Resolution No. PC-2018-07, a Resolution of the Planning Commission of the City of Placentia, California, recommending to the City Council of the City of Placentia, approval of TPM 2018-132 for the consolidation of seven lots into one

lot measuring approximately 5.04 gross acres, and measuring 4.59 net acres after required dedications subject to Conditions of Approval and Standard Development Requirements; and adoption of an Addendum to a previously adopted Initial Study/Mitigated Negative Declaration of Environmental Impacts (MND 2017-01) for the project wherein it was found that with implementation of Mitigation Measures set forth in a Mitigation Monitoring and Reporting Program (“MMRP”), the proposed project will not have a significant effect on the environment pursuant to 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) and the City of Placentia Environmental Guidelines.

DISCUSSION

The applicant, Placentia Realty Partners LLC, requests approval of a Development Plan Review and a Tentative Parcel Map to allow the construction of a five-story, mixed-use development featuring 418-units with associated amenities for residents, 10,553 square feet of retail space, 3,572 square feet of leasing office space, and a seven-level parking structure on property located at 505, 515, 523, 531, 535 W. Crowther Avenue, 407 Goetz Place, 409 Evelyn Place. This project, if approved, will be the second development entitled in the newly designated Transit Oriented Development (TOD) zone near Placentia’s Old Town. The 5.04 gross acres site is situated on the north side of Crowther Avenue between Melrose Street and State Route (SR) 57. In keeping with the goals of the new TOD zone, this will be the second TOD type of development approved in the City. It will likely be the catalyst to more development in the TOD zone and in the nearby Old Town District, thus implementing the City’s vision as this area to encourage high quality, transit-oriented development and to create a compact pattern of development that is conducive to walking, bicycling, and using public transportation.

PROJECT CHARACTERISTICS

Subject Site and Surrounding Land Uses

The table below illustrates the site and surrounding existing land uses, General Plan Land Use designation and zoning:

	Existing Land Use	Land Use Element General Plan Designation	Zoning Map Designation
Existing	Industrial uses	TOD	TOD
Proposed	253,089 s.f. residential building plus 10,553 s.f. of retail, 3,572 s.f. leasing office, club and fitness areas, and residential garage structure, with 628 spaces.	TOD	TOD
North	Across BNSF tracks, high density residential uses	High Density Residential	R-3
South	Across Crowther Avenue, Industrial uses	Industrial	M

East	Industrial and Residential uses	TOD	TOD
West	Industrial uses	TOD	TOD

The TOD zone replaced the previous manufacturing zoning in this area. This project, meeting the development standards of the TOD zone, is appropriately located in this area and will not impact the industrial uses to the south, east and west of the property.

Project Description

The proposed project involves the demolition/removal of existing industrial/warehouse buildings and associated facilities, and the construction of a five-story, mixed-use development featuring 418 multi-family residential units with associated amenities for residents, 10,553 square feet of retail space, 3,572 square feet of leasing office space, and a seven-level parking structure on a 5.04 gross acre site. A seven-level parking structure occupies the rear portion of the site.

The overall density of 82.9 dwelling units per gross acre is below the maximum allowable density of 95 dwelling units per gross acre permitted in the TOD zone. The project’s amenities include: three landscaped courtyards (with recreational features including fire pits, outdoor kitchen, and permanent lounge furniture), a pool/spa, clubroom and fitness center. A rooftop lounge area includes a double-sided fireplace, pool table, lounge furniture and outdoor kitchen/BBQ area.

The proposed residential facilities include 121 studio units, 181 one-bedroom units and 116 two-bedroom units and there are 14 model designs with square footages ranging between 591 and 1,069 square feet. The total net square footage of the residential building is 303,324 square feet, not including the balconies, corridors, storage, stairs, and elevators. A 3,572 s.f. leasing office would also be located on the ground floor, adjacent to a 10,553 s.f. retail area fronting Crowther Avenue. The proposed residential units would be offered as rental units. See attached project plans.

Access and Parking

Access for residents and guests would be provided through the primary site entry located east of the leasing office on Crowther Avenue, bisecting the site and leading to the proposed parking structure. The main parking lot entrance will be landscaped and is treated with decorative paving to create an attractive vehicular access point and pedestrian entry point. A secondary entry point and plaza will be accessed from Goetz Place, which will also be treated with decorative paving and landscaping. An additional fire access corridor treated with decorative paving, turf block and landscaping would be located along the western site boundary, with associated use to be limited to emergency vehicles.

Although secondary access is taken from Goetz Place, should a future developer seek to develop the property over which Goetz Place runs (Goetz property) and desires to have Goetz Place abandoned, the owner of the Placentia Realty Partners LLC project agrees to work with the City and that developer to allow for such abandonment provided a new secondary access for the Placentia Realty Partners LLC project, acceptable to the owner

of the Placentia Realty Partners LLC project, is made available across the Goetz property to Evelyn Place.

A series of internal pedestrian walkways and corridors is proposed to accommodate resident/guest access to units and recreational amenities. The proposed parking structure would include 231,538 gross square feet with seven levels, including rooftop parking and a basement level area accommodating parking for non-residential uses. A total of 626 parking spaces would be provided on site, including 618 within the noted structure and eight surface parking spaces located adjacent to the leasing office. This would equate to approximately 1.40 parking spaces per unit (the minimum requirement is 560 parking spaces or approximately 1.34 spaces per unit), including a minimum of 121 spaces for the studios, 181 spaces for the one-bedroom units, 116 spaces for the two-bedroom units, and 84 spaces for guest parking.

Landscaping

Proposed landscaping for the project will include a mix of native and non-invasive ornamental varieties along much of the site perimeter, the on-site courtyards, and rooftop terrace, as well as an enlarged planting area at the main site entry. Significant tree plantings would occur along all interior property boundaries and along Crowther Avenue. Plantings include varieties such as oaks, palms, pines and other native/ornamental species. Artificial turf would be installed in portions of the courtyard, along with accent vegetation and architectural features to provide screening and separation between active (e.g., games) and passive (lounging) recreational areas. That portion of the parking structure not wrapped architecturally (north elevation) will feature extensive use of green screens which include vines to further mask the north elevation of the parking structure. The attractive landscaping plan is required to meet the requirements of the MWEL (Model Water Efficient Landscape Ordinance) as required by the City’s Municipal Code.

Development Plan Review

This project is the second project entitled under the new TOD zoning and therefore, must be mixed use pursuant to the provisions of the TOD Zone. The TOD Zone requires that 75% of the project street frontage must be designed and constructed for commercial uses with a minimum 15' floor to ceiling height. The proposed project meets that requirement. The key development standards from Table 2 of Section 23.111.040, Development Standards, and how the project meets these standards are shown in the table below:

Standard	Project
<p>Height 3 stories minimum, 35' minimum, 5 stories maximum, not to exceed 68'</p> <p>Note: Building height is measured from finished pad height to the top of the roof for building height measurements. Projections, including rooftop amenities, are permitted up to 16 feet above the 68-foot building height limit.</p>	<p>Building heights vary across the site but overall the height requirement is met with an allowable projection for the rooftop amenities.</p> <p>The parking garage has 7 levels, but these are not habitable stories, and the garage otherwise meets height requirements.</p>

<p>Setbacks Front Yard Setback - 3 ft. min./15 ft. max. Side Yard Setback - 0 feet min. Rear Yard Setback - 10 ft. min.</p>	<p>Front: 6-15 ft. West Side Yard: 36+ ft. - Driveway on east side, portion of building 10 ft. min. East and interior Side Yards: 10 ft. Rear: 10 ft.</p>
<p>Density 65 dwelling unit/acre minimum and 95 dwelling units/acre maximum</p>	<p>82.9 dwelling units per acre</p>
<p>Parking This project is required to provide a minimum of 591 spaces based on the following: Spaces per Studio unit unit-1 min./1.5 max. Spaces per 1 bed unit-1 min./1.5 max. Spaces per 2 bed unit-1.5 min./2 max. Guest spaces per 10 units-2 min./3 max. Retail Spaces-2min/4max per 1,000 s.f.</p>	<p>626 spaces</p>
<p>Minimum Lot Size: 20,000 sf</p>	<p>219,524 sf</p>
<p>Common Open Space: 50 sf/unit: 20,900 sf required.</p> <p>Common Open Space:</p> <ul style="list-style-type: none"> • must be fully landscaped; • 50% of rooftop amenities may count towards total common open space requirement; and • roof top amenities shall be setback from the building edge such that no more than 20% of the rooftop structure can be visible from the primary public right of way. 	<p>31,055 sf</p>
<p>Private Open Space 64 sf/unit: 26,752 sf required.</p>	<p>27,828 sf</p>
<p>Bicycle Parking 92 Short term Bike Parking Spaces required based on: 1 resident bicycle parking space for every 5 residential units.</p>	<p>92 Short Term bicycle parking spaces. Due to the importance of bicycle riding in a transit-oriented zone, a condition has been added to require these spaces to be better located across the site, providing locations that convenient to the cyclists and where they are not isolated in areas that are not used by pedestrians or motorists.</p>

<p>Bicycle Storage 94 Long term Bike Storage Spaces required based on: 2 bicycle storage units for every 5 dwelling units for the first 20, and 1 for every 5 additional units.</p>	<p>94 Long Term Bicycle Storage Spaces</p>
<p>Electric Vehicle Charging 63 Level 2 stations or 32 Fast Charging Stations based on a minimum 10% of project's parking spaces must provide EV Level 2 charging stations. Alternatively, 5% of total spaces if installing DC Fast Charging Stations.</p>	<p>Electric vehicles (EV) are increasingly driven, especially in Southern California. Providing charging facilities for EV is crucial for sustainability and for promoting the use of EV. As such, EV charging stations are required in the TOD zone.</p> <p>A Condition of Approval has been added that requires the applicant to actually install the charging units, not just reserve an area in the parking structure where they could eventually be installed. A total of 63 fully operable, electrical vehicle (EV) parking spaces are required. All spaces must be wired according to the specifications of the level II charger requirements. 32 of these spaces must also contain the actual Level II charging unit, and be completely operable. Installation of the remaining 50% (or 31) of the charging units can be deferred until the building is 75% leased or until one year after certificate of occupancy, whichever comes first. The applicant may also consider installing DC Fast Charging Stations, instead of Level II charging stations, the requirement for these stations is 5% of total parking spaces.</p>
<p>Public Art- Public art and public plazas are encouraged in every development. Public art or plazas may be required as part of a development agreement for those developments that include 20 or thousand 20,000 s.f. Public art is encouraged in in all projects and is encouraged to reflect the history of the Packing House District and citrus growing industry.</p>	<p>A Condition of Approval shall address public art to the satisfaction of the Development Services Director.</p>

Tentative Parcel Map (TPM) 2018-132

The applicant has also filed for a Tentative Parcel Map (subdivision) as part of the entitlement package for the subject project. The intent of this action is to consolidate the

existing seven parcels into one parcel. The resulting parcel measures approximately 5.04 gross acres, and will be 4.59 net acres after required dedications.

Architecture, Materials and Color Palette

The applicant has defined the project setting and architectural style of the project as follows: “The Centerpointe at Placentia for Blackwood Real Estate sits at the western gateway to the Placentia Packing House District. The elevation style can be characterized as “Contemporary Industrial” that connects with the industrial nature of the area and its packing house heritage. This connection is reinforced with the contemporary use of historic materials like brick, corrugated and smooth metal panels, fiber cement “wood grain” siding, metal awnings and accents, and fiberglass “Steel I-Beam” elements often found in industrial/packing house buildings.

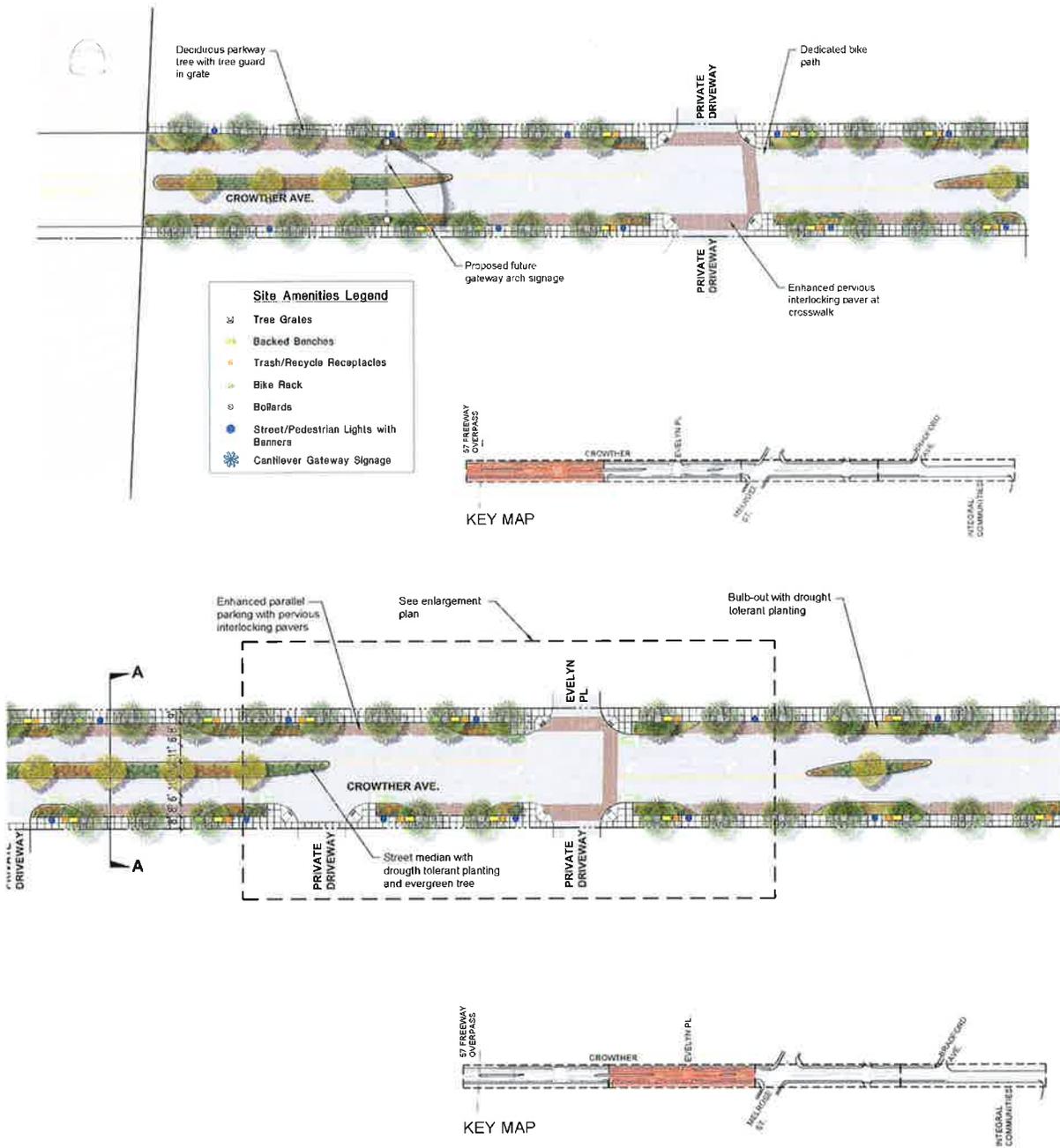
The building façade along Crowther Avenue contains the required TOD retail frontage with large expanses of storefront system and the Leasing office for the residential community. The inviting street frontage has a wide 9’-0” sidewalk to activate the retail frontage with a 6’-0” building setback for benches, street furniture, potted plants and landscaped/hardscaped areas. A large and secured residential entry just west of the Leasing office provides resident access to the main recreation area and gives a glimpse from the street into the amenity space. Driveway entries into the project will have enriched paving patterns.

On the 5th level of the project at the front corner of the building along Crowther Avenue is an approximately 1200 square foot roof deck and 750 square foot Community Room that looks west over the 57 freeway. The position of the Community Room and roof deck announces the western gateway to the Placentia Packing House District with maximum visibility and interest as people using the deck, TV’s, Festival Lighting, and two-sided fireplace could be visible from vehicles passing by on the freeway.

Building elevation treatment continues on all sides of the project to provide truly 360-degree architecture with building massing and articulation changes, playful color blocking of building elements, varied window patterns, varied building heights, and the addition of planted “Green Screens” to soften the appearance of the parking structure. It should be noted as well that no unit plan faces towards the railroad tracks or the neighborhood to the north, protecting each community’s privacy and providing sound attenuation from adjacent Metrolink and freight train traffic.”

Streetscape and Street Improvements

This project will be the first to begin implementing the Streetscape Master Plan for the TOD zone, which calls for the improvement of the sidewalk curb and gutter, the roadway in front of the project, and the sidewalk amenities such as new street trees, benches, lights and trash receptacles. An excerpt from the Master Plan is below:



Planning Community & Economic Development Ad Hoc Committee

Under the new TOD zoning, all projects require review by the Planning Community & Development Ad Hoc Committee. The Committee reviewed this project twice, on February 5, 2018 on March 22, 2018, and the project was well received. The Committee did ask the applicant to make some minor changes, all of which were addressed in the revised plans:

1. Address the northerly elevation of the parking garage with green screens or other architectural features; and
2. Include vines on the northern (exterior) side of the decorative block wall between the subject property and BNSF right-of-way; and

3. Address the fact that if Goetz Place and/or Evelyn Place are abandoned, the future developer shall provide a new secondary access for the project; and

Consistency with the General Plan

The City's General Plan was amended in April 2017 to include a Transit-Oriented Development Designation which coincides with the boundaries of the TOD zone. This project is consistent with the intent of this new General Plan designation, which reads as follows:

Transit Oriented Development (TOD) - This designation permits transit oriented development. Transit-oriented development, or TOD, is a type of community development that includes a mixture of housing, office, retail and/or other amenities integrated into a walkable neighborhood and located within a half-mile of quality public transportation. Typically, this type of development is characterized by high density residential development (65 to 95 dwelling units/acre), lower parking standards, enhanced pedestrian environment, active streetscape, and enhanced amenities for bikes and buses. In TOD areas, the pedestrian and transit rider are given priority over the motorist.

CEQA

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, is required to undertake the preparation of an Initial Study to determine if the proposed Project would have a significant environmental impact. This Initial Study was conducted relying on findings from the Initial Study/Mitigated Negative Declaration (IS/MND) approved for the rezoning of this area from manufacturing to TOD (MND 2017-01). For this project, an Addendum to the previously adopted Initial Study/Mitigated Negative Declaration of Environmental Impacts (MND 2017-01) was prepared for the project wherein it was found that, with implementation of Mitigation Measures, including a Mitigation Monitoring and Reporting Program ("MMRP"), the proposed project will not have a significant effect on the environment. The mitigation measures are attached to this staff report and have also been added as conditions of approval. The Mitigation Measures were established to ensure any potential impact is less than significant with the implementation of the identified mitigation measures. The Addendum to the Mitigated Negative Declaration (MND) and the Mitigation Monitoring and Reporting Program are provided as attachments to this report and staff recommends that the Planning Commission adopt the Addendum.

CONCLUSION

Located within walking distance, just west of the proposed Metrolink station, the Placentia Realty Partners LLC or "Centerpointe at Placentia" project is an exciting second development in the newly formed TOD zone that will likely prove to be a catalyst for other high-quality developments in this zone, setting the tone and igniting excitement for this vision of the City's TOD zone and the adjacent Old Town project area. The developer has

worked closely with City staff to provide attractive architecture, lush landscaping, resident amenities and to maximize the site and to provide a high-quality mixed-use development for the City and its residents. Staff recommends approval of this project.

Prepared, reviewed and submitted by:

Joseph M. Lambert
Director of Development Services

ATTACHMENTS:

1. Resolution No. PC-2018-06 approving DPR 2018-04, and adopting an Addendum to a previously adopted Initial Study/Mitigated Negative Declaration of Environmental Impacts (MND 2017-01) for the project
2. Resolution No. PC-2018-07 recommending City Council approval of TPM 2018-132
3. Addendum to Mitigated Negative Declaration (MND 2017-01) and Mitigation Monitoring & Reporting Program
4. Project Plans including the Site Plan, Building Elevations, Color Renderings, Preliminary Landscape Plan, and Tentative Parcel Map (TPM 2018-132)

RESOLUTION NO. PC-2018-07

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF PLACENTIA RECOMMENDING TO THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, APPROVAL OF TENTATIVE PARCEL MAP (TPM) 2018-132 FOR THE CONSOLIDATION OF SEVEN LOTS INTO ONE LOT MEASURING APPROXIMATELY 5.04 GROSS ACRES, AND MEASURING 4.59 NET ACRES AFTER REQUIRED DEDICATIONS LOCATED WITHIN THE TRANSIT ORIENTED DEVELOPMENT PACKING HOUSE DISTRICT (TOD) ZONE ON PROPERTY LOCATED AT 505, 515, 523, 531, 535 W. CROWTHER AVENUE, 407 GOETZ PLACE, 409 EVELYN PLACE, PLACENTIA, CA (APNS: 339-431-02, 03, 04, 05, 06; AND 339-401-08, 09).

A. Recitals.

WHEREAS, On May 8, 2018, the Planning Commission of the City of Placentia conducted, and concluded, a duly noticed public hearing, as required by law, recommending to the City Council of the City of Placentia, approval of Tentative Parcel Map (TPM) 2018-132 for the project located at 505, 515, 523, 531, 535 W. Crowther Avenue, 407 Goetz Place, 409 Evelyn Place.

WHEREAS, The Planning Commission heard testimony, received a report and other relevant information from City staff and members of the public including Placentia Realty Partners LLC ("Applicant" hereinafter), regarding a Tentative Parcel Map application.

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

B. Resolution.

NOW, THEREFORE, the Planning Commission of the City of Placentia recommends to the City Council the following:

Section 1. The Commission hereby specifically finds that all of the facts set forth in the Recitals, Part A, of this Resolution are true and correct.

Section 2. Based upon substantial evidence presented to this Commission during the public hearing conducted with regard to the Application, including written staff reports, verbal testimony and development plans, this Commission hereby specifically finds as follows:

a. The proposed project will not be: (1) detrimental to the health, safety or general welfare of the persons residing or working within the neighborhood of

the proposed development or within the city, or (2) injurious to the property or improvements within the neighborhood or within the city. Subject to compliance with the attached Conditions of Approval set forth in Attachment "2.A." of the staff report (Attachment A to this Resolution) and by this reference incorporated herein and Standard Development Requirements, the project complies with all applicable code requirements and development standards of the Transit Oriented Development Packing House District (TOD) Zoning District and Title 22, and with other applicable regulations of the Placentia Municipal Code (PMC).

b. The proposed use is consistent with the City's General Plan. The General Plan Land Use designation for the subject site Transit-Oriented Development, and the proposed use does not involve any change in the allowable land use of the subject site. The proposed project involves the development of a mixed-use project consistent with the TOD Zone and consistent with the General Plan.

c. The proposed project as presented in the staff report and accompanying plans complies with all requirements of Chapter 23.111 of the PMC. City Staff carefully examined the proposed development against the applicable development regulations prescribed in Title 23 (Zoning Ordinance), and determined it to be in substantial compliance. The proposed Development includes Conditions of Approval and Standard Development Requirements to ensure full compliance with applicable code requirements.

d. Conditions necessary to secure the purposes of this section, including guarantees and evidence of compliance with conditions are made part of this development approval. Attachment "2.A" of the staff report (Attachment A to this Resolution) contain Conditions of Approval and Standard Development requirements specific to this development application in order to provide assurances that the proposed construction of a mixed-use project and related on and off-site improvements are in compliance with applicable requirements of the PMC.

e. That the proposed map is consistent with the General Plan. The proposed Tentative Parcel Map is to consolidate seven properties into one. The proposed map and development is consistent with all polices, programs, and goals of the General Plan.

f. That the site is physically suitable for the type of development. The subject site is a 5-acre area, which has been designed to accommodate the development, as well as sufficient parking and landscaping. Based on this, the subject site is adequate to accommodate the proposed mixed-use development.

g. That the design of the subdivision or type of improvements is not likely to cause serious public health problems. The proposed subdivision is to allow the consolidation of seven parcels into one parcel within the City of Placentia that will accommodate a mixed-use project.

h. That the design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision. As part of the review of the application, an extensive record research was completed. Additionally, the application submitted a preliminary title report with their application. Although several easements have been found, they are mostly for utility access only. All of the easements will be protected in place and will not be altered by the construction of the project.

i. That the design of the subdivision or the proposed improvements is not likely to cause substantial environmental damage or substantially and avoidably injure wildlife or their habitat. The subject site is an underutilized property that only has limited vegetation. There are no known areas within the City that host wildlife or their habitat, most particularly species.

j. The intent of the TOD zone is to implement the City's vision to encourage high quality, transit-oriented development and to create a compact pattern of development that is conducive to walking, bicycling, and using public transportation within the TOD zone which is surrounding the forthcoming Metrolink Station. Furthermore, the proposed design will enhance the streetscape, thus providing a pleasing aspect to those driving on Crowther Avenue.

k. The proposed development's site plan and its design features, including architecture and landscaping, will integrate harmoniously with and enhance the character and design of the site, the immediate neighborhood, and the surrounding areas of the City. Currently the site is an underutilized and under-developed site.

Section 3. The Planning Commission hereby recommends:

(a). That the City Council of the City of Placentia adopt an Addendum to a previously adopted Initial Study/Mitigated Negative Declaration of Environmental Impacts (MND 2017-01), which is Attachment "3" of the Planning Commission staff report dated May 8, 2018 and by this reference incorporated herein, and find that the Addendum was prepared in compliance with the California Environmental Quality Act ("CEQA"), California Public Resources Code §§ 21000, *et seq.*, the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, §§ 15000, *et seq.*, and the Environmental Impact Report Guidelines of the City of Placentia and make the following additional findings:

- a. Facts supporting the above-specified findings are contained in the Addendum to Mitigated Negative Declaration (MND 2017-01), the staff report and exhibits, and the information provided during the public hearing conducted with respect to the Application and the Addendum to the Mitigated Negative Declaration. Mitigation measures are intended to mitigate and/or avoid environmental effects identified in the Addendum to the Mitigated Negative Declaration.

- b. The Addendum to Mitigated Negative Declaration (MND 2017-01) contains Mitigation Measures and a Mitigation Monitoring and Reporting Program set forth in Attachment "3" of the Planning Commission staff report dated May 8, 2018 and by this reference incorporated herein. By adopting the Addendum to Mitigated Negative Declaration (MND 2017-01), the Mitigation Measures and a Mitigation Monitoring and Reporting Program are also adopted for the project.

(b). The City Council find and determine that, based upon the findings set forth above and below, and changes and alterations which have been incorporated into and conditioned upon the proposed project, no significant adverse environmental effects will occur; and

(c). The City Council find that facts supporting the above-specified findings are contained in the staff report and exhibits, and the information provided during the public hearing conducted with respect to the Application.

Section 4. Based upon the findings and conclusions set forth herein, this Planning Commission hereby recommends that City Council approve Tentative Parcel Map 2018-132, as modified herein, and specifically subject to the conditions set forth in Attachment "2.A." of the staff report (Attachment A to this Resolution) attached hereto and by this reference incorporated herein.

Section 5. The Secretary to the Planning Commission shall:

- a. Certify to the adoption of this Resolution; and
- b. Forthwith transmit a certified copy of this Resolution to the Applicant at the address of record set forth in the Application.

ADOPTED AND APPROVED this 8th day of May, 2018.

CHRISTINE J. SCHAEFER, CHAIR

I, Joseph M. Lambert, Secretary to the Planning Commission of the City of Placentia, do hereby certify that the foregoing Resolution was introduced at a regular meeting of the Planning Commission of the City of Placentia held on the 8th day of May, 2018, and was passed at this regular meeting of the Planning Commission of the City of Placentia held on the 8th day of May, 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

ATTEST:

JOSEPH M. LAMBERT,
SECRETARY TO THE PLANNING COMMISSION

APPROVED AS TO FORM:

YOLANDA M. SUMMERHILL,
ASSISTANT CITY ATTORNEY

ATTACHMENT "A"



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF DEVELOPMENT SERVICES

DATE: MAY 15, 2018

SUBJECT: **AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT FOR GRANT WRITING AND ADVOCACY SERVICES WITH TOWNSEND PUBLIC AFFAIRS, INC.**

FISCAL
IMPACT: EXPENSE: \$60,000/YEAR

SUMMARY:

The City regularly seeks grant opportunities or legislation to provide necessary funding for a myriad of City capital projects and services. In the past, the City has received funding from a number of agencies such as the Orange County Transportation Authority and the California Office of Traffic Safety to name a few. Although Staff does a thorough job of identifying and submitting grant applications as well as determining legislative opportunities that may benefit the City financially, a dedicated legislative advocacy and grant writing consultant allows the City to further expand its efforts in securing outside funding from other agencies and private/public sources.

The consulting firm of Townsend Public Affairs, Inc. (Townsend) has an outstanding record of success in acquiring grant funding and/or providing advantageous legislation or solutions for those agencies that they represent. Townsend has worked for the City of Placentia for the past year and has been instrumental in the acquisition of \$20 million dollars in State funds to ten (10) North Orange County Cities, including Placentia over the course of four (4) years. The City of Placentia is expected to receive approximately \$1,240,000 for Police Department services and equipment from these State funds.

Townsend also has the expertise to provide comprehensive advocacy support both locally and in Sacramento and Washington, DC. This action would approve an Amendment No. 1 to the Professional Services Agreement with Townsend for grant writing and advocacy services for an additional three-year period.

RECOMMENDATION:

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

1. Approve Amendment No.1 to Professional Services Agreement with Townsend Public Affairs, Inc. for Grant Writing and Legislative Advocacy Services for a term ending May 31, 2021; and

1.I.
May 15, 2018

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

DISCUSSION:

The City, on a regular and ongoing basis, is in need of funding sources outside of the City's General Fund to complete projects and to provide services to the community. In support of the City Council and City Staff's efforts to meet the needs of the community, engaging a consulting firm that specializes in the acquisition of grant funding and legislative advocacy is recommended. The professional support would include strategic planning on funding prioritization, identifying and developing grant application packages for submittal, monitoring the grant acceptance process, and assisting in post-award grant administration and compliance. In addition, legislative advocacy support would be provided to assist in addressing various legislative, regulatory, and programmatic matters that impact the City and our community.

The City of Placentia retained Townsend for a period of one (1) year, from April 2017 to April 2018, for comprehensive legislative advocacy and grant services. Staff believes that state and federal legislative advocacy representation and grant services has proven effective for the City in several ways. The City has successfully worked with Townsend, Senator Josh Newman's Office, and the cities of Fullerton, Brea, Anaheim, Stanton, Buena Park, Cypress, La Habra, Yorba Linda, and La Palma to secure \$20,000,000 in State funding to address youth violence prevention, homeless outreach, and reentry offenders in their respective communities. In September, 2017, the City received confirmation that \$20,000,000 had been included into the State Budget for these cities, collectively the North Orange County Public Safety Task Force (Task Force). The City has received \$310,000 for Police Department services and equipment for the first year of this State funding. This funding will assist with staff salaries, equipment, and supplies for the Police Department. Over the course of four years, the City is expected to receive \$1,240,000.

In addition, Townsend has been very active in legislative advocacy efforts in Sacramento and Washington D.C. They have coordinated and attended several meetings in Sacramento including a critical Department of Finance meeting for a Housing Successor Agency property in Placentia to assist in the final disposition plan. They have also attended meetings in Washington D.C. to discuss our newly adopted Transit-Oriented Development Packing House District Plan and the Old Town Placentia Revitalization Plan to help identify and secure public infrastructure funding opportunities. The City is currently working with Townsend to host an onsite tour of these two areas with several representatives from the California Department of Housing and Community Development and the Southern California Association of Governments. These critical onsite meetings will be an effective tool to visually describe our advanced planning efforts as the City continues to actively apply for competitive grant funding through various State and Federal agencies.

Based on these reasons, Staff is recommending that the City continue to retain Townsend for a three-year period to provide comprehensive state and federal legislative advocacy and grant services.

FISCAL IMPACT:

The fiscal impact of the agreement is an expense of \$5,000 per month; \$60,000 per year. The current fiscal year has sufficient funds to cover the expense of the remaining two months of the Fiscal Year (May/June) in Account No. 101001-6001. The City has allocated sufficient funds in Fiscal Year 2018-19 for this service. It is anticipated that there will be a significant revenue offset received through successful grant acquisition and legislative advocacy for the benefit of City-wide projects and services.

Prepared by:



Jeannette Ortega
Assistant to the City Administrator/
Economic Development Manager

Reviewed and approved:



Joseph M. Lambert
Director of Development Services

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Professional Services Agreement with Townsend Public Affairs, Inc.
2. Amendment No. 1

**CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH TOWNSEND PUBLIC AFFAIRS, INC.**

THIS AGREEMENT is made and entered into this 1st day of May, 2017 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and TOWNSEND PUBLIC AFFAIRS, INC., a California Corporation ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide Legislative Advocacy and Grant Funding Services as more fully described herein; and

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in 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 in a professional and diligent manner and within the time 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; or
- (b) 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 breach of the foregoing warranty. Consultant provides no warranty or representation regarding the results or achievement of any objectives for which services are provided hereunder.

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's total compensation shall not exceed Sixty Thousand _____ Dollars (\$ 60,000.00), payable in monthly payments of \$5,000.00.

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described "SCOPE OF SERVICES", and should Consultant agree to provide such additional services on the terms set forth herein, 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 monthly basis. . . City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

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

3.0. TIME OF PERFORMANCE

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

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

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 12 months, ending on April 30, 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 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 Termination by Consultant. In the event of a breach of this Agreement by City, Consultant may terminate this Agreement upon fifteen (15) days prior written notice to City. In the event of such termination Consultant shall be compensated as set forth in Section 4.3 hereof.

4.5. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, , data studies, and reports, if any, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

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

- (a) Broad-form commercial general liability, in a form at least as broad as ISO form #CG 00 01 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. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

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

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

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

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

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

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

- (a) Additional insureds: "The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Consultant's sole cost and expense."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Placentia, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of

Placentia shall be excess and not contributing with the insurance provided by this policy."

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

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

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance 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:
Christopher Townsend, President
Townsend Public Affairs, Inc.
1401 Dove Street, Suite 330
Newport Beach, CA 92660
Tel: 949-399-9050

IF TO CITY:
City of Placentia
401 E. Chapman
Placentia, CA 92870
Tel: 714-993-8264
Attn: Steve Pischel

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

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

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

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

and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the 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. Notwithstanding the foregoing, Consultant provides no warranty or representation regarding the results or achievement of any objectives for which services are provided hereunder. The failure to achieve any such objectives is not a matter subject to rectification or correction hereunder.

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.

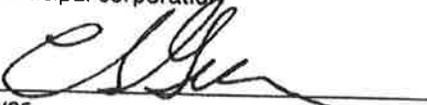
6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other 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



Mayor

Date: 6/5/17

ATTEST:



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

CONSULTANT


Signature

Date: 6/6/17

Christopher Townsend President
Name and Title

91-1989265
Social Security or Taxpayer ID Number

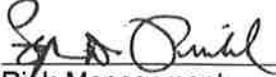
APPROVED AS TO FORM:



City Attorney

Date: 6/1/17

APPROVED AS TO INSURANCE:


Risk Management

Date: 6/6/17

APPROVED AS TO CONTENT:


Project Manager

Date: 6/6/17

DEPARTMENTAL APPROVAL:


Name, Title

Date: 6/6/17

EXHIBIT A

CONSULTANT'S PROPOSAL

LEGISLATIVE SCOPE OF WORK

- **Conduct Detailed Orientation:** TPA utilizes an onboarding protocol that will help develop a strategic plan that is both carefully tailored to satisfy the needs of the City, as well as designed for maximum success in the legislative and funding environments. This onboarding process ensures that TPA efforts on behalf of the City, with respect to state and federal funding and legislative opportunities, accurately and effectively align with the City's priority projects.
- **Develop Legislative Platform and Strategy:** Utilizing the information gathered during the onboarding process outlined above, TPA will coordinate with the City to develop an official platform that represents the City's legislative priorities in Sacramento and Washington, DC. The blueprint will be shared with key stakeholders in the Legislature and Congress, as well as with relevant state and federal agencies. As the legislative sessions progress, and City needs evolve or change, the platform will be revised and implemented accordingly.
- **Promote and Advocate on Behalf of the City's Legislative Platform:** TPA will advocate for the City's position on legislative, regulatory, and programmatic matters of interest utilizing the following methods:
 - Orientation sessions with key legislators that represent the City
 - Direct briefing sessions with legislators, staff, administration, and agency officials of interest and relevance to the City's agenda
 - Preparation and submittal (written and verbal) of testimony on behalf of the City at legislative committee meetings and agency hearings
 - Preparation and distribution of position letters, talking points, and briefing packets
 - Focused advocacy on budget and appropriations opportunities
 - Ongoing follow up sessions from previous meetings to ensure commitments and deliverables are being met
 - Constant communication and feedback with the City
 - **Build, Strengthen, and Maintain Relationships:** TPA has cultivated an extensive network of powerful relationships that will be leveraged on behalf of the City to advance the state and federal legislative and funding

agendas of the City. TPA will work with the City to develop and maintain key relationships with the California Legislature and Members of Congress, including key decision makers that preside over municipal issues and staff from respective agencies, boards, and commissions.

- **Coordinate Sacramento and Washington, DC Advocacy Trips:** In order to further develop relationships and elevate the City's presence in Sacramento and Washington, DC, TPA will work with the City to organize Sacramento and Washington, DC advocacy trips for representatives to meet with legislators, as well as legislators that serve on committees with purview over pertinent issues. To ensure these trips are successful, TPA will set up strategy calls, schedule meetings, prepare briefing materials, brief Members and staff in advance, attend meetings, and handle all follow up generated by the meetings.
- **Identify, Analyze, and Monitor Legislation:** TPA will search and review all legislative bill introductions and amendments, as well as proposed and adopted agency regulations, to assess their potential effect on the City, with particular focus given to legislative and regulatory issues previously identified as items of interest to the City. TPA will continually provide a legislative matrix of all such items that will include the summary and status of bills as well as the City's position and action to date.
- **Draft Legislation and Amendments:** TPA will draft proposed legislation and amendments, as required to promote the City's agenda.
- **Provide Progress Reports:** TPA will confer regularly with the City on its agenda via a schedule and format mutually agreed to by the City and TPA. In addition, TPA will provide timely electronic reports on the status of legislation and related matters, such as bill language and committee analyses. Depending upon the preference of the City, TPA can provide regular written reports on a monthly or quarterly basis, as well as an annual report giving an overview of the work completed and a forecast of important issues in the upcoming legislative year. In addition to written reports, TPA will be available for in-person reports and will also participate in regular planning and coordination meetings with the City.
- **Prepare and File Lobbying Disclosure Reports:** TPA will prepare and file, on behalf of the City, all applicable lobbying disclosure reports.

GRANT FUNDING SCOPE OF WORK

- **Develop Grant Funding Strategy:** Utilizing the information gathered during the onboarding process outlined above, TPA will coordinate with the City to develop a strategic funding strategy that serves the needs of the City's priority projects. The strategy developed by TPA will list the City projects, outline multiple funding options for each project, and develop a comprehensive work plan and timeline for each project.
- **Identify, Research, and Monitor Grant Funding Opportunities:** TPA will utilize list-serve subscription programs, funding workshops, agency canvassing, and other networking tactics to ensure every potential opportunity is identified and reviewed for relevance with the City's projects. TPA will then share these opportunities with the City for further assessment and determination if a grant application is warranted. The City will also receive a grant matrix of funding programs that is updated regularly as new opportunities arise.
- **Grant Application Development and Submittal:** TPA will develop, draft, submit, and follow up on each grant application submitted on behalf of the City. This support will include strategic assistance, such as letters of support from key stakeholders and other materials, to make the application as compelling and competitive as possible. TPA will also leverage relationships with relevant officials in various state and federal funding agencies to ensure that City grant applications are aligned with the goals of the specific grant program and that the applications are well-crafted and well-positioned for funding.
- **Post-Award Grant Administration and Compliance:** TPA will also assist, as needed, with post-award administration and compliance for all grant applications submitted by TPA on behalf of the City. This assistance will include interacting with granting agencies on behalf of the City, providing support for the drafting and submission of required reports, evaluations, and other tasks related to the successful monitoring of and compliance with the program requirements. In instances where grant applications are unsuccessful, TPA will work with the relevant funding agencies to set up in-person or telephone debriefing sessions to discuss the grant applications and how to best revise the grant applications for the next funding round to ensure success.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/21/2017

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).

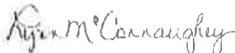
PRODUCER CS&S/EDGEWOOD PARTNERS INS CENTER PO BOX 946580 MAITLAND, FL 32794-6580 Phone - 877-724-2669 Fax - 877-763-5122	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Valley Forge Insurance Company		20508
INSURER B : _____		
INSURER C : _____		
INSURER D : Continental Casualty Company		20443
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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	N	6021178995	08/31/2016	08/31/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	N	N	6021178995	08/31/2016	08/31/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	6021179581	08/31/2016	08/31/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

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

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY CS&S/EDGEWOOD PARTNERS INS CENTER		NAMED INSURED TOWNSEND PUBLIC AFFAIRS, INC.	
POLICY NUMBER 6021178995		EFFECTIVE DATE: 08/31/2016	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 (2010/05) FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

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, leased, hired, or borrowed by the Consultant as provided in the blanket additional insured endorsement as it pertains to work being performed by the named insured under written contract.

Cancellation notice-State guidelines and policy provisions apply. Insurance is Primary and Non-Contributory.

TPA CLIENT ROSTER

GOVERNMENT AGENCIES:

Ambrose Recreation and Park District	City of Laguna Woods	Fallbrook Public Utilities District*
Capitol Area Development Authority	City of Lomita	I-405 Coalition
Central Basin Municipal Water District*	City of Los Alamitos	Malaga County Water District
City of Aliso Viejo*	City of Mendota*	Merced County Association of Governments*
City of Anaheim*	City of Merced	Mesa Water*
City of Antioch	City of Mission Viejo*	Municipal Water District of Orange County
City of Bakersfield	City of Oakland*	Newhall County Water District*
City of Berkeley*	City of Orange	North County Transit District*
City of Brawley	City of Orange Cove*	Orange County Clerk-Recorder
City of Brea*	City of Palm Springs	Orange County Sanitation District*
City of Buena Park*	City of Palo Alto*	Orange County Transportation Authority
City of Calexico	City of Parlier*	Orange County Water District
City of California City	City of Pismo Beach*	Orange Cove Fire Protection District
City of Carson*	City of Placentia	Pinedale County Water District*
City of Chowchilla	City of Reedley*	Port of Hueneme*
City of Citrus Heights	City of Riverbank	Port of Los Angeles
City of Clovis	City of Rocklin	Rancho California Water District
City of Coachella	City of San Jacinto	South Coast Water District
City of Costa Mesa	City of San Juan Capistrano	South Orange County Wastewater Authority
City of Delano	City of San Leandro*	Stanislaus Council of Governments
City of Dinuba*	City of San Pablo*	Transbay Joint Powers Authority*
City of Duarte*	City of Santa Ana*	Transportation Corridors Authority
City of El Monte*	City of Seal Beach	Tulare Regional Medical Center
City of Emeryville*	City of Selma	West Valley Water District*
City of Fountain Valley	City of South El Monte*	Yorba Linda Water District*
City of Fowler*	City of South San Francisco*	
City of Fresno	City of Tehachapi	
City of Fullerton*	City of Torrance	
City of Garden Grove	City of Tulare*	
City of Glendale	City of Turlock*	
City of Hayward*	City of Villa Park	
City of Healdsburg	City of Walnut Creek*	
City of Hesperia*	City of West Hollywood	
City of Huntington Beach*	City of Westminster	
City of Huron*	City of Woodlake	
City of Imperial*	Concerned Coastal Communities Coalition*	
City of Indian Wells	County of Imperial*	
City of Irvine	County of Mariposa*	
City of La Habra	County of Orange	
City of La Palma	Desert Recreation District*	
City of Laguna Beach*	East Orange County Water District*	
City of Laguna Niguel		

* Denotes Current Client

PUBLIC EDUCATION:

Alameda Community Learning Center	Kings Canyon Unified School District*	Orange County Educational Arts Academy
Bay Area Coalition for Equitable Schools	Lighthouse Community Charter School	Orange County High School of the Arts
Centralia Elementary School District*	North Orange County Community College District	Port of Los Angeles High School*
Chabot-Las Positas Community College District	Oakland Military Institute	Rancho Santiago Community College District*
Chawanakee Unified School District	Oakland School for the Arts	San Diego Children's Museum Charter School
Coast Community College District*	Ocean View School District	Santa Ana Unified School District
Cutler-Orosi Joint Unified School District*	Orange County Community College	South Orange County Community College District
Emery Unified School District	Legislative Task Force	Tustin Unified School District
Envision Schools	Merced Union High School District*	Vista Unified School District
Guadalupe Union School District*		
Hawthorne School District		

* Denotes Current Client

NON-PROFIT ORGANIZATIONS:

Bolsa Chica Conservancy	Economic Development	Orange County Conservation
Bolsa Chica Land Trust	Corporation of Mariposa	Corps*
Bowers Museum of Cultural	County	Orange County Great Park
Art	Friends of Oakland	Conservancy
Boys and Girls Club of	Parks and Recreation	Orange County Great Park
Huntington Valley	Fruitvale Development	Corporation
Boys and Girls Clubs of the	Corporation (Unity	Peralta Hacienda
Los Angeles Harbor	Council)	Powerhouse Science and Space
Boys and Girls Club of the	Grand Vision	Center
South Bay	Foundation	Pretend City Children's Museum
Build West Oakland	Great Park Conservancy	of Orange County
California Association for	Great Park Corporation	Purple Heart Patient Center*
Microenterprise Opportunities	Habitot Children's	Recording for the Blind and
California Central Valley	Museum	Dyslexic
Horticulture Fountain	Huntington Library and	Sacramento River Cats
California Commission for	Botanical Gardens	Foundation
Jobs and Economic Growth	I.C. Jobs	San Diego Children's
California Indian Museum and	Institute for Advancing	Museum/Museo de los Ninos
Cultural Center	Unity	San Francisco Planning + Urban
California Space Authority	Kidspace Children's	Research Association
Capital Unity Council	Museum	Santa Barbara Botanic Garden
Centennial Heritage Museum	Land Conservancy of	Santa Barbara Museum of
Center for Multicultural	San Luis Obispo	Natural History
Cooperation	County*	Santa Barbara Zoo
Center for Water Education	Latino Health Access	Sarbat Bhala*
Chabot Space and Science	Los Angeles County Fair	Sigma Beta Xi, Inc.*
Center	Association	16th Street/West Oakland Train
Children's Discovery Museum	Los Angeles County	Station Street
of San Jose	Museum of Art	Saint Vincent De Paul of San
Children's Museum of Los	Madera County	Diego
Angeles	Workforce Investment	Tehachapi Performing Arts
Community Financial	Corporation	Center
Resource Center	Mexican Museum/EI	Temescal/Telegraph Community
Community Now*	Museo Mexicano	Association
Computers 2 San Diego Kids*	Mission San Juan	Tiger Woods Foundation
Conservation Corps Institute	Capistrano Foundation	Umoja Community
Corporation of America	Molina Healthcare	Urban Tilth
Council on Legal Education	Museum of Latin	Veterans of Foreign Wars -
Opportunity	American Art	Department of CA
Craft and Folk Art Museum	Nehemiah Corporation	West Company
Crystal Cove Alliance	of America	Women's Economic Ventures
Dana Adobe Nipomo Amigos	Oakland Museum of	Yosemite/Mariposa County
Discovery Science Center*	California*	Tourism Bureau*
East Bay Zoological Society		
(Oakland Zoo)*		

* Denotes Current Client

PRIVATE SECTOR:

Airship Ventures	Global Tel Link*	Newport Oncology and Healthcare, Inc.
Allgeau Tech	GovDelivery, Inc.	Off the Chain
Assured Guaranty*	Granville Homes	Omni Means
ATS, Inc.	Great Circle Family Foods/Krispy Kreme	One Santa Fe, LLC
Barry Swenson Builders	Great Park Design Studio	Rockpointe Corporation
Beachbody LLC	Greenland Property Management	Sage Credit Corporation
Brentwood Real Estate	Griffin Structures, Inc.	Sanderson J. Ray Development
Bridgepoint Education	Gruma Corporation	San Miguelito Partners
California Capital Group	Headlands Reserve	Smarsh
Caribou Industries	Hewlett Packard*	Southern California Edison
Charter School Partners	Highland Fairview	Standard Pacific Homes
Chelsea Investment Corporation	HMS Host	Strategic Urban Development Alliance
Cotti Foods Corporation	Hudson News	TALX Corporation
Crown Castle	Jodika Enterprises, Inc.	TechVision21
Dana Capital Group	KB Homes	Thomas Safran and Associates
Delaware North Companies	MacGillivray Freeman Films	Triangle Owners Group
Doctor's Ambulance	Majestic Housing	Verizon
Emerald Fund, Inc.	Meta Housing	W Power, LLC
Flagship, Inc.*	Moxie*	Worldwide Environmental Products
Forest City Enterprises	Newport Medical Instruments, Inc.	YUM! Brands, Inc.
Fulcrum Properties		
Future Estates, Inc.		
Get Ahead Learning		

* Denotes Current Client

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT**

This Amendment No. 1 ("Amendment") to Professional Services Agreement is made and entered into effective the 15th day of May, 2018, by and between the CITY OF PLACENTIA, a Charter City and Municipal Corporation ("City"), and TOWNSEND PUBLIC AFFAIRS, INC. a California Corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and or collectively referred to as the "Parties."

RECITALS

(i) City and Consultant entered into a Professional Services Agreement ("Agreement") effective May 1, 2017 through which Consultant has been providing grant and legislative advocacy consulting services as more fully explained in the Agreement.

(ii) The Parties desire to amend the Agreement to provide for changes in the term of the Agreement.

(iii) All legal prerequisites to the making of this Amendment No. 1 have occurred.

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

1. Section 4.1 of the Agreement is hereby amended to provide as follows:

This Agreement shall commence on the Effective Date of this Amendment No. 1 and continue for a period of three (3) years, ending on May 31, 2021, with a two, one-year renewal option, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

2. All other terms and conditions of the Contract, except as set forth herein, including without limitation the Scope of Work set forth in Exhibit "A" of the Contract, shall remain in full force and effect.

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

4. Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this Amendment No. 1 and that such execution is binding upon the entity for which he or she is executing this document.

IN WITNESS WHEREOF, the Parties have caused Amendment No. 1 to the Professional Services Agreement to be executed as of the day and year first above written.

CONSULTANT

By:  _____ Date: April 30, 2018
Christopher Townsend, President and Secretary

CITY OF PLACENTIA

By: _____ Date: _____
Chad P. Wanke, Mayor

ATTEST:

By: _____ Date: _____
Patrick J. Melia, City Clerk

APPROVED AS TO FORM:

By: _____ Date: _____
Christian L. Bettenhausen, City Attorney



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF ADMINISTRATIVE SERVICES

DATE: MAY 15, 2018

SUBJECT: **ADDENDUM TO RETENTION LETTER WITH RICHARDS WATSON & GERSHON**

FISCAL
IMPACT: NOT-TO EXCEED \$15,000

SUMMARY:

In January 2018 the City retained the legal services of Richards Watson & Gershon (RWG) relating to its transition to district-based elections. The original retention letter was for an amount not to exceed \$24,000 but due to the need for additional research, Staff is requesting additional funds for an amount not-to exceed \$15,000

RECOMMENDATION:

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

1. Authorize the City Administrator to execute an addendum to the retention letter for legal services with Richards Watson & Gershon in a form approved by the City Attorney.

DISCUSSION:

In December 2015, the City received a demand letter from the Mexican American Legal Defense Education Fund ("MALDEF") alleging the City's "at-large" election system violates the California Voting Rights Act ("CVRA"). After analyzing other cities' losses under similar threats, the City entered into a settlement agreement with Joseph V. Aguirre in February 2016, which was subsequently amended ("Amended Settlement"). In compliance with the settlement agreement, at the City's General Municipal Election held November 8, 2016, a measure was placed on the ballot asking the voters of Placentia whether to amend the City Charter to require that the City Council establish five equal, geographically based districts from which Councilmembers will be elected by the residents of those districts to serve four-year terms. The charter amendment was approved by 59% of the voters.

1.m.
May 15, 2018

In January 2018 the City entered into an agreement with RWG to provide legal services to its transition to district-based elections. During the process there was a need for additional research and support to ensure all the terms of the Settlement Agreement were being met.

FISCAL IMPACT:

The original retention letter was for an amount not-to-exceed \$24,000. The addendum is for an additional amount not-to-exceed \$15,000, therefore bringing the total contract amount to \$39,000.

Prepared by:



Rosanna Ramirez
Director of Administrative Services

Reviewed and approved:



Damien R. Arrula
City Administrator



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: CITY ADMINISTRATOR
FROM: DIRECTOR OF ADMINISTRATIVE SERVICES
DATE: MAY 15, 2018
SUBJECT: **PUBLIC HEARING REGARDING THE ADOPTION OF AN ORDINANCE AMENDING THE PLACENTIA MUNICIPAL CODE TO ESTABLISH CITY COUNCIL DISTRICT BOUNDARIES**

FISCAL
IMPACT: \$91,641.93 TO DATE

SUMMARY:

In December 2015, the City received a demand letter from the Mexican American Legal Defense Education Fund (“MALDEF”) alleging the City’s “at-large” election system violates the California Voting Rights Act (“CVRA”). After analyzing other cities’ losses under similar threats, the City entered into a settlement agreement with Joseph V. Aguirre in February 2016, which was subsequently amended (“Amended Settlement”). In compliance with the settlement agreement, at the City’s General Municipal Election held November 8, 2016, a measure was placed on the ballot asking the voters of Placentia whether to amend the City Charter to require that the City Council establish five equal, geographically based districts from which Councilmembers will be elected by the residents of those districts to serve four-year terms. The charter amendment was approved by 59% of the voters.

The process to transition to districts is set forth in Elections Code Section 10010. District boundary maps were drawn by National Demographics Corporation (“NDC”), a professional demographer, in consultation with the City’s Legal Counsel and City Clerk, based on criteria in the Amended Settlement, criteria in the law, and public input. The City also received proposed maps from members of the public and MALDEF. Two public hearings are required prior to the maps being drawn and two public hearings are required after the maps and the proposed sequence of elections are published for a specified time period. These four hearings are required prior to a public hearing at which the City Council votes to approve or defeat the districting ordinance.

The schedule for the public hearings is as follows:

Public Meetings	Date
Public Hearing #1 – Council Meeting (Completed)	Tuesday, February 6, 2018
Public Hearing #2 – Council Meeting (Completed)	Tuesday, February 20, 2018
Public Hearing #3 – Council Meeting (Completed)	Tuesday, March 20, 2018
Community Forum (Completed) Location – Backs Community Building @ Kraemer Park	Wednesday, March 28, 2018

2.a.
May 15, 2018

Public Meetings	Date
Public Hearing #4 – Council Meeting (Completed) Introduction of Ordinance Establishing District Boundaries	Tuesday, May 1, 2018
Public Hearing #5 – Introduction and Adoption of Emergency Ordinance Establishing District Boundaries (Completed)	Tuesday, May 1, 2018
Second Reading of Ordinance Establishing District Boundaries	Tuesday, May 15, 2018

While not mandatorily required, in an effort to obtain additional public input, the City held a Community Forum on Wednesday, March 28, 2018 at the Backs Community Building at Kraemer Park to gather community input. The City Council has received input from the public regarding the content of the draft maps released on March 13, 2018 and April 12, 2018 and the proposed sequencing of elections.

On May 1, 2018, the City Council held the fourth public hearing regarding the proposed maps. At the conclusion of the fourth public hearing, the City Council voted to adopt one of the proposed district maps, and the City Council adopted the “Olive Map” by a unanimous vote. Post the City Council action, the Olive Map has now been relabeled “Council District Map” and is incorporated in the proposed ordinance establishing district boundaries.

With the exception of ordinances that take effect upon adoption, Section 615 of the City Charter requires two readings more than five days apart for ordinances. The purpose of this public hearing is to conduct the second reading and vote to adopt Ordinance No. O-2018-02 adding Chapter 2.10 entitled “City Council District Boundaries” and adopting the “Council District Map” establishing the boundaries and identification number of each electoral district. The Ordinance was first introduced on May 1, 2018.

On May 1, 2018, the City Council also opened and conducted a public hearing to introduce and adopt an emergency ordinance establishing district boundaries and incorporating the “Council District Map.” The Amended Settlement provides that the City shall approve and adopt a final district map by May 1, 2018 if the Charter amendment passes in the November 2016 election. The emergency ordinance was necessary because the City’s elections are consolidated with the County, and the City has to transmit the district plans to the Orange County Registrar of Voters to implement the new by-district election method in time for the City’s November general election. Moreover, the emergency ordinance was necessary to comply with the May 1, 2018 deadline set forth in the Amended Settlement with MALDEF.

RECOMMENDATION:

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

1. Open the Public Hearing regarding Ordinance No. O-2018-02; and
2. Receive the Staff Report, consider all public testimony, ask questions of Staff; and

3. Waive full reading, by title only, and adopt Ordinance No. O-2018-02, An Ordinance of the City Council of the City of Placentia Adding Chapter 2.10 Entitled "City Council District Boundaries" and Adopting a Map Establishing the Boundaries and identification Number of Each Electoral District; and
4. Close the Public Hearing.

DISCUSSION:

1. **By-District Elections**

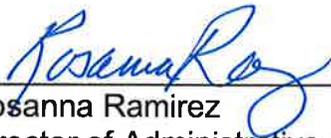
In December 2015, the City received a demand letter from the Mexican American Legal Defense Education Fund ("MALDEF") alleging the City's "at-large" election system violates the California Voting Rights Act ("CVRA"). After analyzing other cities' losses under similar threats, the City entered into a settlement agreement with Joseph V. Aguirre in February 2016, which was subsequently amended in July 2016. The terms of the settlement agreement were that the City Council would place a Charter Amendment Measure on a Statewide General Election Ballot on or before July 1, 2016, asking voters of Placentia whether the Placentia City Charter should be amended to change from an at-large method of election to a by-district method of election with the actual district lines being established by Ordinance and requiring by-district elections for the November 2018 City Council elections and thereafter.

On November 8, 2016, voters approved Charter Amendment Measure NN by 59% thus changing Placentia City Council elections to a by-district method of election. The Amended Settlement also states that upon adoption of the Charter Amendment Measure by the voters, Placentia should contract with a demographer to design one or more electoral maps to create at least one (1) electoral district in which Latinos constitute a majority of the citizen voting age population according to the most recently available estimates from the Census Bureau's American Community Survey. The final district map plans shall be adopted and submitted to the Orange County Registrar of Voters by the deadline for use in the November 2018 Election.

FISCAL IMPACT:

There continues to be a fiscal impact to the City which consists of the following: a demographer, special legal counsel, newspaper publishing of public hearing notices for a total of five (5) languages, translation of public hearing notices and agendas into four (4) different languages (Spanish, Vietnamese, Korean, and Chinese), online districting tool, and conducting a public forum for community input. The cost year to date is \$91,641.93. The final cost to the City will not be realized until the completion of the process for establishing district boundaries in May 2018.

Prepared by:



Rosanna Ramirez
Director of Administrative Services

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Amended Settlement Agreement with Joseph V. Aguirre
2. Ballot Measure Establishing By-District Elections
3. Notice of Public Hearing – Adoption of Ordinance O-2018-02 and Translations
4. Ordinance O-2018-02 incorporating Council District Map and corresponding demographics

AMENDED SETTLEMENT AGREEMENT

This Settlement Agreement (hereinafter "Agreement") is entered into as of July 19, 2016, by and between CITY OF PLACENTIA, a California charter law municipal corporation, ("Placentia") and JOSEPH V. AGUIRRE, an individual ("Plaintiffs"). Placentia and Plaintiffs are collectively hereinafter referred to as the "Parties."

WHEREAS, Placentia currently utilizes an at-large method of electing its five city council members ("Placentia's Election System"); and,

WHEREAS, Plaintiffs allege that Placentia's Election System violates the California Voting Rights Act (the "CVRA"), and are prepared to file a lawsuit seeking to enjoin Placentia from conducting further at-large elections (the "Litigation"); and,

WHEREAS, Placentia denies that Placentia's Election System violates any provision of the CVRA or any other provision of law and asserts that Placentia's Election System is legal in all respects and further denies any wrongdoing whatsoever in connection with the manner in which it has conducted its city council elections; and,

WHEREAS, On February 23, 2016, the Parties executed a Settlement Agreement relating to the CVRA claims and potential Litigation; and

WHEREAS, Since execution of the original Settlement Agreement, circumstances have changed and the parties desire to enter into an Amended Settlement Agreement ("Amended Agreement"); and

WHEREAS, On or before July 19, 2016, the Placentia City Council will place on its agenda for action a resolution to place a City sponsored initiative measure ("Charter Amendment Measure") on the November 8, 2016 Statewide General Election Ballot asking the voters of Placentia whether the Placentia City Charter should be amended to change from an at-large method of election to a by-district method of election with the districts established by Ordinance for City Council elections following a public hearing; and,

WHEREAS, The Parties stipulate that if the Charter Amendment Measure to change the method of election does not pass based on the results of the November 2016 general election provided for herein, a second measure will be placed on the November 2018 Statewide General Election Ballot asking the voters of Placentia whether the Placentia City Charter should be amended to change from an at-large method of election to a by-district method of election with the districts established by Ordinance for City Council elections following a public hearing; and

WHEREAS, The Parties stipulate that if the Charter Measure to change the method of election does not pass based on the results of the November 2018 general election, Plaintiffs explicitly retain and do not waive their right to take legal action against Placentia under the CVRA, the Federal Voting Rights Act ("FVRA") and any and all other state and federal voting rights laws; and,

WHEREAS, The Parties now desire to settle and resolve any and all claims arising out of the Litigation; and,

WHEREAS, The Parties warrant and represent that each is the sole owner and holder of all rights, interests, and claims asserted against the other, and that each has the full right, power, and authority to settle and compromise all claims asserted in the Litigation without the consent of any other person or entity; and,

WHEREAS, The Parties acknowledge the terms of this Agreement are contractual and not merely recitals, and the Parties further acknowledge that they are bound by this Agreement and their respective obligations as set forth herein.

NOW, THEREFORE, for value received and in consideration of the mutual covenants and conditions as set forth below, the Parties agree as follows:

1. **Charter Amendment Measure to be Placed on Ballot.** On or before July 19, 2016, the City Council of Placentia ("City Council") will place on its agenda for action a resolution to place a Charter Amendment Measure on the Statewide General Election Ballot on November 8, 2016 asking whether the Placentia City Charter should be amended to change from an at-large method of election to a by-district method of election with the actual district lines being established by Ordinance and requiring by-district elections for the November 2018 City Council elections and thereafter. The City Council shall adopt the draft Charter Amendment Measure and related documents so that they are submitted to the Orange County Registrar of Voters before the deadline to place on the ballot for voters in the City of Placentia for the general election.

2. **Ballot Argument in Favor of Charter Amendment Measure.** On or before the statutory deadline for submitting arguments, the City Council shall authorize, pursuant to California Elections Code Section 9282(b), the City Council with up to five Members thereof as signatories to file jointly a written Argument in Favor of the Charter Amendment Measure. Should the City Council or any member(s) thereof determine to submit a written argument in favor of the Charter Amendment Measure, it shall be made available for public review prior to City Council action. The City Council agrees that it shall not file a ballot Argument against the Charter Amendment Measure pursuant to California Elections Code Section 9282(b). No City Council member shall sign a ballot argument or rebuttal opposing the Charter Amendment using that Member's title as a City Council Member for identification purposes in the signature block. Other than as provided in this paragraph, nothing in this Amended Agreement limits the right of any City Council Member personally to campaign for or against the Ballot measure as permitted by law.

3. **Second Ballot Measure.** If the ballot measure does not pass at the November 2016 election, on or before August 1, 2018, the City Council of Placentia ("City Council") will place on its agenda for action a resolution to place a second Charter Amendment Measure on the Statewide General Election Ballot at the November 2018 general election asking whether the Placentia City Charter should be amended to change from an at-large method of election to a by-district method of election with the actual district lines being established by Ordinance and requiring by-district elections for the November 2020 City Council elections and thereafter. The

City Council shall adopt the draft Charter Amendment Measure and related documents so that they are submitted to the Orange County Registrar of Voters before the deadline to place on the ballot for voters in the City of Placentia for the November 2018 general election.

4. **Electoral District Map.** The intent of the Parties is that the electoral map shall include one electoral district in which Latinos constitute a majority of the citizen voting age population according to the most recently available relevant estimates from the Census Bureau's American Community Survey, drawn in a manner consistent with applicable law. The boundaries of the electoral district map required by Paragraph 1 shall be drawn in accordance with the criteria set forth in the following order of priority:

- i. Districts shall contain reasonably equal total population;
- ii. Districts shall comply with applicable federal and state law, including, without limitation, the CVRA, the Constitution of the United States and of the State of California, and the federal Voting Rights Act of 1965, as amended, 52 U.S.C. §§ 10301, et seq.;
- iii. Districts shall be geographically contiguous and drawn to encourage geographic compactness; and
- iv. Districts shall be drawn with respect for geographic integrity of any neighborhood and any community of interest, including racial, ethnic, and language minorities, to the extent possible without violating the requirements of any of the preceding provisions.

5. **Process for Developing Electoral District Map.** If the Charter Amendment Measure is adopted by the voters, Placentia shall contract a demographer to design one or more electoral maps in accordance with the provisions in paragraph 4, above. The process for developing the electoral district map will include, at a minimum, two public hearings on a proposal to establish the district boundaries prior to a public hearing at which the City Council votes to approve the electoral district map. Placentia will maintain information on its website for the districting process where notices, agendas, and proposed maps, among other items, will be posted. Official required notices and agendas will be translated into all languages required under the federal Voting Rights Act.

6. **Final Approval and Adoption of District Boundaries.** If the Charter Amendment Measure passes in November 2016, then by May 1, 2018, Placentia shall approve and adopt one of the final district map plans from the draft map plans. If the Charter Amendment Measure passes in November 2018, then by May 1, 2020, Placentia shall approve and adopt one of the final district map plans from the draft map plans. The City Council reserves the right to make modifications and adjustments to the map if the reason for doing so is to ensure full compliance with the requirements of either the CVRA or FVRA and related court decisions.

7. **Single-Member By-District Elections.** It is further agreed that in the November 2018 general city council member election or the November 2020 general city council member election, whichever is applicable, Placentia shall select at least two electoral districts to be filled.

Among the districts which will have council member seats filled in the first single-member by-district election, the district with the highest percentage of Latino citizen voting age population shall be designated to elect a council member.

8. **By-District Election Implementation.** Following Placentia's adoption of a final districting plan, as provided above, Placentia shall submit the district plans to the Orange County Elections Department to implement the new by-district election method in time for Placentia's November general election at which the first single-district by-district city council elections is to occur as provided above.

9. **Attorneys' Fees and Costs.** Placentia shall be solely responsible for all costs and expenses related to the creation and implementation of its by-district election plan. Placentia has previously paid to Plaintiffs' counsel the amount of \$20,000 in settlement of all costs, expenses and fees associated with the litigation prepared in this matter and avoided by the Settlement Agreement and the Amended Agreement and any activities associated with the Settlement Agreement and Amended Agreement, except for any costs and/or attorneys' fees incurred in enforcing this Amended Agreement, if any.

10. **Release.** Upon taking the actions described herein, and unless expressly reserved in this Amended Agreement, the Parties hereby release and forever discharge each other and each other's respective directors, officers, employees, attorneys, successors and assigns, from any and all claims, demands, suits, rights, actions, causes of action, expenses, interest, costs, damages, attorneys' fees, liability or obligation of any kind, whenever or however derived, whether known or unknown, foreseen or unforeseen, suspected or unsuspected, in any way relating to or connected with the proposed Litigation.

11. **Amendments to be in Writing.** No supplement, modification, waiver or amendment with respect to this Agreement shall be binding unless executed in writing and signed by the party against whom enforcement of such supplement, modification, waiver or amendment is sought. This Amended Agreement is intended to supersede and replace the Settlement Agreement dated February 23, 2016.

12. **Integrated Agreement.** All agreements, covenants and representations, oral or written, of the Parties concerning the subject matter of this Amended Agreement are contained herein. No other agreements, covenants or representations, oral or written, have been made by any party to any other party concerning the subject matter of this Amended Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations and covenants concerning the subject matter of this Amended Agreement are merged herein. This is a fully integrated document.

13. **Further Actions.** The Parties hereto agree to execute all further and additional documents, and undertake such further acts, as shall be reasonable, convenient, necessary or desirable to carry out the provisions of this Amended Agreement, and the Parties further agree to cooperate with each other to effectuate the intent of this Amended Agreement.

14. **Prior Review by Legal Counsel.** The Parties acknowledge the opportunity that this Amended Agreement be reviewed by their respective attorneys and that it has been approved as to form. They further agree that this Amended Agreement is to be construed and interpreted without regard to the identity of the party drafting this Amended Agreement.

15. **Governing Law.** This Amended Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the State of California applicable to such instruments, persons, transactions and subject matter which have legal contexts and relationship solely within the State of California.

16. **Severability.** If any term or provision of this Amended Agreement, or the application thereof, to any persons or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term or provision of this Amended Agreement shall be valid and be enforced to the fullest extent permitted by law.

17. **Multiple Originals.** This Amended Agreement may be executed in multiple counterparts, each of which so fully executed counterpart shall be deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other party to this Amended Agreement is in the physical possession of the party seeking enforcement thereof.

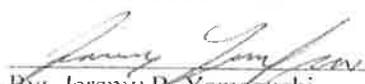
18. **Authority to Execute.** Each party hereto expressly warrants and represents that he/she/they has/have the authority to execute this Amended Agreement on behalf of his/her/their corporation, partnership, business entity, or governmental entity and warrants and represents that he/she/they has/have the authority to bind his/her/their entity to the performance of its obligations hereunder.

19. **Enforcement—Attorneys' Fees.** Should any of the Parties reasonably retain counsel for the purpose of enforcing or preventing the breach of any provision of this Amended Agreement, including but not limited to instituting any action or proceeding to enforce any provision of this Amended Agreement, the prevailing party shall be entitled to be reimbursed by the losing party for all costs and expenses incurred thereby, including but not limited to reasonable attorneys' fees, costs and expenses.

IN WITNESS WHEREOF this Amended Settlement Agreement has been executed by the authorized representatives of the parties hereto.

Dated: July 19, 2016

CITY OF PLACENTIA


By: Jeremy B. Yamaguchi
Mayor

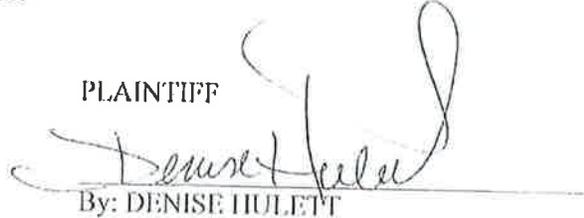
APPROVED AS TO FORM:


CHRISTIAN L. BETTENHAUSEN
City Attorney

7/20/16
Date

Dated: July 19, 2016

PLAINTIFF



By: DENISE HULETT
MEXICAN MERICAN LEGAL DEFENSE
AND EDUCATIONAL FUND

Attorney for Plaintiff
JOSEPH V. AGUIRRE

ORDINANCE NO. O-2016-05

AN ORDINANCE OF THE PEOPLE OF THE CITY OF PLACENTIA, CALIFORNIA, AMENDING SECTIONS 600 AND 601 OF THE CHARTER OF THE CITY OF PLACENTIA TO ESTABLISH BY-DISTRICT ELECTION OF COUNCIL MEMBERS.

A. Recitals.

WHEREAS, Placentia's City Charter, enacted by voters in 1965, provides for five city council members to be elected at large, with staggered terms of office, at municipal elections held on the second Tuesday in November of even numbered years; and

WHEREAS, both state and federal law have changed since the adoption of the City's Charter, requiring a variety of actions to ensure fair and equal access to the electoral system by all citizens; and

WHEREAS, the City takes special steps at each City election to ensure compliance with the federal and California Voting Rights Act, preparation and distribution of ballot materials, registration and vote-by-mail materials, and election related information in five different languages, publicizing the city elections, and promotion of registration and voting by all those eligible; and

WHEREAS, a Placentia citizen has recently raised concerns about whether the City's electoral system violates the California Voting Rights Act; and

WHEREAS, the City Council agreed to place a proposed ballot measure before the City's voters to decide whether to amend the City's Charter to provide for district voting rather than at large voting.

B. Resolution.

NOW THEREFORE THE PEOPLE OF THE CITY OF PLACENTIA, CALIFORNIA, DO ORDAIN AS FOLLOWS:

SECTION 1.

Section 600 of the Placentia Charter is repealed and replaced in its entirety with the following:

SECTION 600. Number and Term.

- A. Council Terms. There shall be a City Council consisting of five members elected from the City by district, at the times and in the manner in this Charter provided. The term of office for members of the City Council shall be four years, or in the case of an appointment or election to an unexpired term of office, the term of office shall be equal to the unexpired term of office, and until their respective successors

qualify. No person shall serve more than three consecutive terms of office as a member of the City Council, including any portion of an unexpired term of office to which such person has been appointed or elected. The term limit provisions of this section shall apply prospectively only and shall apply only to terms of office commencing on or after the date this amendment to the City Charter was approved by the City's electorate. (Amended by the electorate of the city at an election held on November 5, 2002.)

- B. Regular Election. The regular election of the City Council members shall be held on the first Tuesday, following the first Monday, in November of each even-numbered year. The candidates receiving the highest number of votes shall be elected. The term of all members shall commence at the first regular Council meeting following the certification of the election results and each member shall serve until a successor is elected and qualified. Any ties in voting shall be settled by the casting of lots. (Amended by the electorate of the city at an election held November 5, 1985.)
- C. Council Districts. The City is hereby divided into five (5) Council districts, to be determined by the City Council in any manner provided by law. Candidates for Council seats shall be nominated and elected by such district and shall be residents of such district.
- D. Changes in Boundaries of Council Districts. The boundaries of said Council districts, but not the number thereof, may be changed by ordinance adopted by the Council by a three-fifths (3/5) vote of all its members; provided, that districts established by the Council shall be as nearly equal in population and as geographically compact as practical. Boundaries shall be evaluated within at least one (1) year subsequent to the availability of the information from each decennial United States census or on another basis adopted by three-fifths (3/5) vote of the total membership of the Council; however, the Council shall not change the boundaries of districts more than once in any two-year period and no such change shall be made within the period of one hundred eighty (180) days preceding a general municipal election. The preceding limitations shall not apply to changes made necessary by changes to the City boundaries. After the Council has once exercised its power to change the boundaries of districts, these changes shall immediately be reflected in the district boundaries specified by ordinance adopted by the Council.
- E. Current Office Holders. The five members of the city council in office at the time this section takes effect shall continue in office until their terms expire.
- F. Council Elections Sequenced. The members of the Council of the second and fourth Council districts shall be elected commencing in the year 2018 to the Council seats then open, and in each fourth year thereafter. The members of the Council of the first, third and fifth Council districts shall be elected commencing in the year 2020 to the Council seats then open, and in each fourth year thereafter.

SECTION 2.

Section 601 of the Placentia Charter is repealed and replaced in its entirety with the following:

SECTION 601. Eligibility.

No person shall be eligible to hold office as a member of the City Council unless he shall be a qualified elector at the time of his nomination, and shall have been a resident of the City for at least that minimum period provided for under State law for General law cities next preceding the date of his election or appointment. Each member of the Council must also be a resident of the council district from which the member is nominated at the times the member is nominated and elected. In the event any member of the Council shall cease to be a resident of the district from which the member (or, in the case of an appointee, a predecessor) was nominated, the office shall immediately become vacant and shall be filled in the same manner as herein provided for other vacancies by a resident of that district. If a member of the Council ceases to be a resident of the district from which the member (or, in the case of an appointee, a predecessor) was nominated solely because of a change in the boundaries of any district as in this Charter provided, the member shall not lose office during that term by reason of such change. (Amended by the electorate of the city at the election held April 3, 1976; amended by Assembly Concurrent Resolution No. 96 Paragraph 1, ratified by the qualified electors of the city at a general municipal election held April 11, 1972)

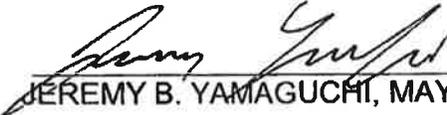
SECTION 3.

Should any section, subsection, clause or provision of this ordinance for any reason be held to be invalid, such invalidity shall not affect the validity of the remaining portions of this ordinance, it being hereby expressly declared that this ordinance, and each and every section, subsection, sentence, clause and phrase hereof would have been prepared, proposed, approved, adopted and/or ratified irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases of this ordinance be declared invalid.

SECTION 4.

After this ordinance amending the charter as provided for herein is approved by a majority vote of the voters, the Mayor and City Clerk shall certify that the charter amendment was submitted to the voters of the city and that it was approved by a majority vote. One copy of the approved charter amendment shall be filed with the County Recorder's office and one shall be kept in the City's archive. A third copy of the charter amendment shall be submitted by the City Clerk to the Secretary of State with (1) copies of all publications and notices in connection with the calling of the election; (2) certified copies of any arguments for or against the charter proposal which were mailed to the voters; (3) a certified abstract of the vote at the election on the charter amendment. The City Clerk shall certify to the passage and adoption of this ordinance and shall cause the same to be published in the manner required by law. The charter amendment approved by this Ordinance will go into effect immediately after it has been filed and accepted by the Secretary of State.

PASSED, APPROVED, AND ADOPTED by the people of the City of Placentia at the general election held on the 8th day of November, 2016.


JEREMY B. YAMAGUCHI, 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 passed, approved and adopted by the People of the City of Placentia at the general election held on November 8, 2016.


PATRICK J. MELIA, CITY CLERK

APPROVED AS TO FORM:


CHRISTIAN L. BETTENHAUSEN, CITY ATTORNEY

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT the City Council of the City of Placentia will conduct a public hearing per Elections Code Section 10010 in the Council Chambers of the Placentia City Hall, 401 East Chapman Avenue, at 7:00 p.m., on Tuesday, May 15, 2018 in which the Council will conduct the second reading of and vote to adopt the following Ordinance:

ORDINANCE NO. O-2018-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA ADDING CHAPTER 2.10 ENTITLED "CITY COUNCIL DISTRICT BOUNDARIES" AND ADOPTING A MAP ESTABLISHING THE BOUNDARIES AND IDENTIFICATION NUMBER OF EACH ELECTORAL DISTRICT

The City of Placentia currently elects its City Council Members through an "at-large" election system in which each Councilmember can reside anywhere in the City and is elected by the voters of the entire City to provide citywide representation. The City is transitioning from an at-large election system for members of the City Council to district-based elections so as to fulfill the intent and mandates of the California Voting Rights Act. On May 1, 2018, the City Council adopted the Olive Map, one of the proposed district boundary maps, and introduced Ordinance No. O-2018-02 incorporating the adopted Council District Map. The purpose of this public hearing is to conduct the second reading and vote to adopt Ordinance No. O-2018-02.

The public is invited and encouraged to attend the public hearing and comment on the matters described above. Due to time constraints and the number of persons wishing to give oral testimony, each speaker will be limited to five (5) minutes. If you challenge the adoption of Ordinance No. O-2018-02 in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Clerk's Office at, or prior to, the public hearing.

If you have any questions or wish to review material relating to this matter, please contact the City of Placentia City Clerk's Office.

Rosanna Ramirez
Director of Administrative Services
City of Placentia

公開聽證會通知

特此通知，普拉森舍市議會將依照《選舉法典》第 10010 節規定於 2018 年 5 月 15 日（星期二）下午七時在普拉森舍市議會會議廳召開公開聽證會（地址：401 East Chapman Avenue），屆時市議會將進行以下法令二讀，並投票決定是否採納以下法令：

第 O-2018-02 號法令

加州普拉森舍市議會法令：增加第 2.10 章，標題為「市議會選區界限」，並採納規定選區界限及每個選區識別號碼的選區圖

普拉森舍市目前是透過「統一」選舉體系選舉其市議員，在該體系中，每一位市議員可居住在本市的任何地點，由全市選民選出，具有全市代表性。本市現在要從統一選舉市議員的體系向分區選舉過渡，以便符合《加州選舉權法》的意圖和規定。2018 年 5 月 1 日，市議會採納了提議的選區界限圖之一——「奧利芙選區圖」，並介紹第 O-2018-02 號法令，納入採納的市議會選區圖。本次公開聽證會的目的是進行二讀，並投票決定是否採納第 O-2018-02 號法令。

特此邀請及鼓勵公眾出席本次公開聽證會，並對上述事項發表評論意見。由於時間限制及希望提供口頭證詞的人數限制，每位發言人發言時間不得超過五（5）分鐘。如果您對法院採納第 O-2018-02 號法令提出挑戰，可能會要求您僅提出您或其他人在本通知中描述的公開聽證會上提出的問題或在公開聽證會上或公開聽證會召開之前向市書記官辦公室提交的書面資料中提出的問題。

如果您有任何疑問或希望查閱有關本事項的資料，請洽普拉森舍市書記官辦公室。

Rosanna Ramirez
行政服務部主任
普拉森舍市

공청회 공지

플라센시아 시의회는 선거법 제 10010 조에 따라 401 East Chapman Avenue 에 위치한 플라센시아 시청의 시의회 회의실에서 2018 년 5 월 15 일 화요일 오후 7 시에 다음 조례의 제 2 차 낭독과 채택 투표를 하는 공청회를 실시할 것임에 이에 **공지합니다.**

조례 제 O-2018-02 호

“시의회 선거구 경계선”이라는 제목의 제 2.10 장을 추가하고 선거구 경계선과 각 선거구 식별번호를 성립하는 지도를 채택하는 캘리포니아주 플라센시아 시의회의 조례

현재 플라센시아시는 “대선거구제”를 통해 시의원을 선출하고 있는데 이는 시내 어느 곳이나 시의원은 거주할 수 있도록 하며 시 전체를 대표하도록 도시 전체 유권자에 의해 선출되는 체제입니다. 시는 현재 캘리포니아 투표권법의 취지와 권한을 실현하기 위하여 대선거구제에서 구역 기반 선거로 시의회 구성원을 선출하는 체제로 전환하는 중입니다. 2018 년 5 월 1 일 시의회는 상정되었던 선거구 경계선 지도 중 하나인 올리브 지도 (Olive Map)를 채택하였고 조례 제 O-2018-02 호를 상정하여 채택된 시의회 선거구획도를 통합하였습니다. 이번 공청회의 목적은 조례 제 O-2018-02 호의 제 2 차 낭독과 동일 조례의 채택을 위한 투표를 하기 위함입니다.

본 공청회에는 일반 시민이 초청되었으며 이에 참석하셔서 상기 사안에 대한 의견 제시를 하시기를 권합니다. 시간의 제약과 발언을 원하시는 인원수 때문에 발언을 원하시는 분께 각각 오(5)분이라는 한정된 시간이 주어집니다. 만약 조례 제 O-2018-02 호를 법원에 이의를 제기하실 경우 본 공지에 명시된 공청회에서 귀하나 다른 이가 언급했던 문제에 국한될 것이며 또는 시 서기관의 사무실로 공청회 당시 또는 사전에 서면으로 전달되었던 내용에 대해서만 가능할 것입니다.

본 사안과 연관된 자료 검토를 원하시거나 질문이 있으시면 플라센시아시 서기관 사무실에 연락하시기 바랍니다.

로사나 라미레즈 (Rosanna Ramirez)

행정 서비스국 이사

플라센시아시

THÔNG BÁO ĐIỀU TRẦN CÔNG CỘNG

THEO ĐÂY LÀ THÔNG BÁO là Hội Đồng Thành Phố của Thành Phố Placentia sẽ mở một buổi điều trần công cộng theo Bộ Luật Bầu Cử Đoạn 10010 tại Phòng Họp Hội Đồng trong Tòa Thị Chính Placentia, 401 East Chapman Avenue, lúc 7:00 tối, vào ngày Thứ Ba, 15 Tháng Năm, 2018 mà trong buổi này Hội Đồng sẽ bàn luận lần thứ nhì và bỏ phiếu để áp dụng Sắc Luật sau đây:

SẮC LUẬT SỐ O-2018-02

MỘT SẮC LUẬT CỦA HỘI ĐỒNG THÀNH PHỐ CỦA THÀNH PHỐ PLACENTIA, CALIFORNIA ĐỂ THÊM CHƯƠNG 2.10 CÓ TÊN GỌI LÀ “ĐƯỜNG BIÊN CÁC ĐỊA HẠT HỘI ĐỒNG THÀNH PHỐ” VÀ THÔNG QUA MỘT BẢN ĐỒ THIẾT LẬP CÁC ĐƯỜNG BIÊN VÀ MÃ SỐ XÁC ĐỊNH MỖI ĐỊA HẠT BẦU CỬ

Thành Phố Placentia hiện nay bầu Ủy Viên Hội Đồng Thành Phố của họ theo một hệ thống bầu cử chung “toàn thành phố” theo đó mỗi Ủy Viên Hội Đồng Thành Phố có thể cư ngụ ở bất cứ nơi nào trong Thành Phố và được cử tri trong khắp Thành Phố bỏ phiếu bầu để đại diện cho toàn thành phố. Nay Thành Phố đang chuyển từ hệ thống bầu cử chung toàn thành phố để bầu ủy viên Hội Đồng Thành Phố sang bầu cử theo từng địa hạt để tuân hành ý định và trách nhiệm theo Đạo Luật Các Quyền Bầu Cử California. Vào ngày 1 Tháng Năm, 2018, Hội Đồng Thành Phố đã thông qua Bản Đồ Olive, một trong các bản đồ được đề nghị về đường biên địa hạt, và đưa ra Sắc Luật Số O-2018-02 kết hợp Bản Đồ Địa Hạt Hội Đồng đã được thông qua. Phục đích của buổi điều trần công cộng này là để bàn luận lần thứ nhì và bỏ phiếu để thông qua Sắc Luật Số O-2018-02.

Chúng tôi mời và khuyến khích mọi người đến tham dự buổi điều trần công cộng này và đưa ra nhận xét về những vấn đề nói trên. Vì thời gian có hạn và số người muốn lên tiếng trình bày ý kiến, mỗi người chỉ được phát biểu năm (5) phút. Nếu quý vị đưa ra tòa để phản đối việc thông qua Sắc Luật Số O-2018-02, quý vị có thể chỉ được đưa lên những vấn đề mà quý vị hoặc người khác đã đưa ra trong buổi điều trần công cộng nêu trong thông báo này, hoặc bằng cách gửi thư cho Văn Phòng Thư Ký Thành Phố tại, hoặc trước khi có, buổi điều trần công cộng này.

Nếu quý vị có bất cứ thắc mắc gì hoặc muốn xem các tài liệu liên quan đến vấn đề này, xin liên lạc với Văn Phòng Thư Ký Thành Phố của Thành Phố Placentia.

Rosanna Ramirez
Giám Đốc Dịch Vụ Hành Chánh
Thành Phố Placentia

AVISO DE AUDIENCIA PÚBLICA

POR MEDIO DEL PRESENTE SE COMUNICA QUE conforme al Artículo 10010 del Código Electoral, el Concejo Municipal de la ciudad de Placentia celebrará una audiencia pública el martes 15 de mayo de 2018 a las 7:00 de la tarde en la Cámara del Concejo en la Municipalidad de Placentia, 401 East Chapman Avenue, en la cual el Concejo llevará a cabo la segunda lectura y votación para adoptar la siguiente Ordenanza:

ORDENANZA N.º O-2018-02

ORDENANZA DEL CONCEJO MUNICIPAL DE LA CIUDAD DE PLACENTIA, CALIFORNIA QUE AÑADE EL CAPÍTULO 2.10 QUE LLEVA POR TÍTULO “DELIMITACIONES DISTRITALES DEL CONCEJO MUNICIPAL” Y ADOPTA UN MAPA QUE ESTABLECE LAS DELIMITACIONES Y NÚMERO DE IDENTIFICACIÓN DE CADA DISTRITO ELECTORAL

En la actualidad la ciudad de Placentia elige a los miembros de su Concejo Municipal con un sistema electoral sin limitaciones, conforme al cual cada Concejal puede residir en cualquier lugar de la Ciudad y es elegido por electores de toda la Ciudad para proporcionar representación en toda la Ciudad. La Ciudad ahora está realizando una transición de dicho sistema electoral sin limitaciones para los miembros del Concejo Municipal a un sistema electoral por distrito de modo de cumplir con la intención y las disposiciones de la Ley de Derechos Electorales de California. El 1 de mayo de 2018 el Concejo Electoral adoptó el mapa Olive, uno de los mapas de delimitaciones distritales propuestos, y presentó la Ordenanza N.º O-2018-02 que incorpora el mapa de delimitaciones distritales adoptado. El propósito de esta audiencia pública es llevar a cabo la segunda lectura y votación para adoptar la Ordenanza N.º O-2018-02.

Invitamos y alentamos al público a asistir a la audiencia pública y ofrecer comentarios sobre los temas que se mencionan anteriormente. Debido a limitaciones de tiempo y la cantidad de personas que desean presentar testimonio oral, se ha establecido un límite de cinco (5) minutos para cada persona que desee pronunciarse. Si impugna la adopción de la Ordenanza N.º O-2018-02 en un tribunal, podrá estar limitado a plantear únicamente las cuestiones que usted o que otra persona plantearon en la audiencia pública que se describe en este aviso o mediante correspondencia por escrito que se entregue a la Secretaría Municipal antes de la audiencia pública, inclusive.

Si tiene preguntas o desea examinar el material referente a este tema, tenga a bien comunicarse con la Secretaría Municipal de la ciudad de Placentia.

Rosanna Ramirez
Directora de Servicios Administrativos
Ciudad de Placentia

ORDINANCE NO. O-2018-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA ADDING CHAPTER 2.10 ENTITLED "CITY COUNCIL DISTRICT BOUNDARIES" AND ADOPTING A MAP ESTABLISHING THE BOUNDARIES AND IDENTIFICATION NUMBER OF EACH ELECTORAL DISTRICT

City Attorney Summary

This Ordinance would add Chapter 2.10 to the City of Placentia Municipal Code establishing district boundaries for the five City Council districts. At the November 2016 election, the electorate approved a measure amending the City's Charter to change from an at-large system of electing members of the City Council to a by-district system of election. Section 600 of the City's Charter provides that the City Council shall consist of five (5) members elected from the City by-district. This Ordinance adopts a map establishing the boundaries and identification number of each of the City Council electoral districts pursuant to subdivision (c) of Section 600 of the City's Charter.

A. Recitals

(i) At the City's General Municipal Election held on November 8, 2016, a measure was placed on the ballot to amend the City Charter to provide for the by-district election of members of the City Council.

(ii) The measure was placed on the November 2016 ballot pursuant to a settlement agreement that the City entered into with Joseph V. Aguirre in February of 2016 and that was subsequently amended in July of 2016.

(iii) The City's electorate approved the Charter amendment by a majority vote at the November 8, 2016 General Municipal Election.

(iv) The Charter amendment repealed and replaced Sections 600 and 601 of the City Charter and established by-district election for the five members of the City Council.

(v) Subsection (c) of Section 600 of the Charter provides that the five (5) Council districts are "to be determined by the City Council in any manner provided by law."

(vi) Under the provisions of California Elections Code Section 10010, a political subdivision that changes from an at-large method of election to a by-district method of election shall hold at least two public hearings over a period of no more than thirty (30) days, at which the public is invited to provide input regarding the composition of the districts.

(vii) Pursuant to the requirements of Elections Code Section 10010, the City Council held public hearings on February 6, 2018 and February 20, 2018 prior to drawing draft maps of the proposed district boundaries to receive input from the public regarding the composition of the districts.

(viii) Under the provisions of California Elections Code Section 10010, a political subdivision shall hold at least two additional hearings over a period of no more than 45 days, after draft maps are drawn, at which the public is invited to provide input regarding the content of the draft maps and the proposed sequence of elections.

(ix) Pursuant to the requirements of Elections Code Section 10010, after the district maps were drawn, the City Council held public hearings regarding the proposed draft maps on March 20, 2018 and May 1, 2018 to receive public input regarding the draft maps, and received proposed draft maps from members of the public.

(x) While not required under the Elections Code, the City also held a community forum on March 28, 2018 to receive additional public input regarding the proposed draft maps and answer the public's questions regarding the district-drawing process.

(xi) On May 1, 2018, the City Council selected one of the proposed district maps establishing the district boundaries and identification number of each electoral district, which is attached hereto as Exhibit "A."

B. Ordinance

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

SECTION 1. Title 2 of the City's Municipal Code is hereby amended by adding Chapter 2.10 titled "City Council District Boundaries" to read as follows:

"2.10 - City Council District Boundaries

2.10.010 District Boundaries. Pursuant to Section 600 of the City Charter, the boundaries for the five (5) City Council districts and the identification number of each district shall be as described on the Council District Map attached hereto as Exhibit "A" and incorporated herein by this reference.

2.10.020 Council Elections Sequenced. Pursuant to Section 600 of the City Charter, the members of the Council elected by the second and fourth Council districts shall be elected commencing in the year 2018 to the Council seats then open, and in each fourth year thereafter. The members of the Council elected by the first, third, and fifth Council districts shall be elected commencing in the year 2020 to the Council seats then open, and in each fourth year thereafter.

2.10.030 Changes in Boundaries of Council Districts. The City Council may adjust the boundaries of any or all of the districts as provided in Section 600 of the City Charter."

SECTION 2. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance or Chapter 2.10 is for any reason held to be invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Ordinance shall nonetheless remain in full force and effect. The City Council of the City of Placentia hereby declares that it would have adopted each section, subsection, sentence, clause, phrase, or portion of this Ordinance, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions of this Ordinance be declared invalid or unenforceable.

SECTION 3. 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.

INTRODUCED at a regular meeting of the City Council of the City of Placentia held on May 1, 2018.

PASSED, APPROVED AND ADOPTED this 15th day of May, 2018.

Chad P. Wanke

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 15th day of May, 2018 by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

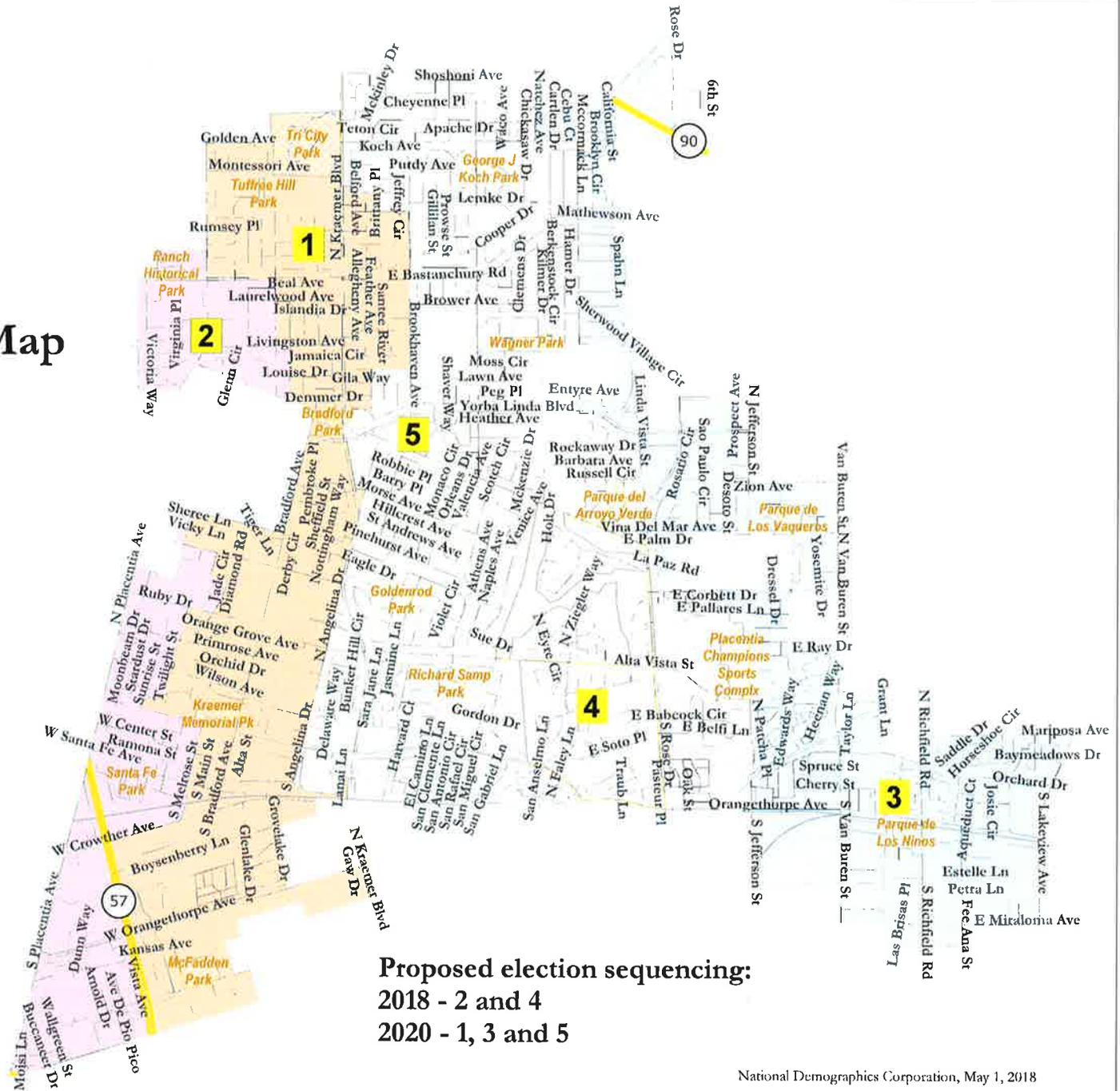
Patrick J. Melia, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

City of Placentia 2018 Districting

Council District Map



Proposed election sequencing:
 2018 - 2 and 4
 2020 - 1, 3 and 5

City of Placentia - Council District Map							
District		1	2	3	4	5	Total
Ideal	Total Pop	10,301	9,955	10,081	10,384	9,834	50,555
10,111	Deviation from ideal	190	-156	-30	273	-277	550
	% Deviation	1.88%	-1.54%	-0.30%	2.70%	-2.74%	5.44%
Total Pop	% Hisp	43%	76%	25%	16%	23%	36%
	% NII White	44%	17%	50%	56%	55%	45%
	% NII Black	2%	1%	3%	2%	2%	2%
	% Asian-American	10%	5%	21%	25%	19%	16%
Voting Age Pop	Total	8,032	6,827	7,592	8,001	7,652	38,104
	% Hisp	37%	72%	22%	14%	20%	32%
	% NII White	49%	21%	54%	59%	59%	49%
	% NII Black	2%	1%	3%	2%	2%	2%
	% Asian-American	11%	5%	20%	24%	18%	16%
Citizen Voting Age Pop	Total	6,763	3,749	7,162	7,584	7,320	32,578
	% Hisp	29%	59%	26%	17%	19%	27%
	% NII White	58%	31%	53%	56%	56%	53%
	% NII Black	2%	2%	2%	2%	1%	2%
	% Asian/Pac. Isl.	10%	8%	18%	24%	23%	18%
Voter Registration (Nov 2016)	Total	5,248	2,977	5,327	6,853	5,828	26,432
	% Latino est.	30%	51%	22%	18%	21%	25%
	% Asian-Surnamed	7%	5%	11%	12%	10%	10%
	% Filipino-Surnamed	1%	1%	1%	2%	1%	1%
	% Spanish-Surnamed	27%	46%	19%	16%	19%	23%
	% NII White est.	57%	40%	63%	63%	66%	60%
	% NII Black	2%	2%	2%	2%	1%	2%
Voter Turnout (Nov 2016)	Total	4,195	2,278	4,402	5,620	4,757	21,253
	% Latino	28%	48%	20%	17%	20%	24%
	% Asian-Surnamed	6%	5%	10%	11%	9%	9%
	% Filipino-Surnamed	1%	1%	1%	2%	1%	1%
	% Spanish-Surnamed	25%	43%	18%	15%	18%	21%
	% NII White est.	60%	44%	65%	65%	69%	63%
	% NII Black	2%	2%	2%	2%	1%	2%
Voter Turnout (Nov 2014)	Total	2,279	949	2,064	2,804	2,835	10,931
	% Latino	18%	39%	16%	11%	12%	16%
	% Asian-Surnamed	5%	5%	8%	8%	6%	7%
	% Filipino-Surnamed	1%	1%	1%	1%	1%	1%
	% NII White est.	70%	53%	73%	74%	81%	73%
	% NII Black est.	2%	1%	2%	1%	1%	1%
ACS Pop. Est.	Total	10,632	9,884	10,603	10,801	10,045	51,964
Age	age0-19	26%	32%	27%	25%	24%	27%
	age20-60	58%	58%	57%	53%	53%	56%
	age60plus	16%	10%	15%	22%	23%	18%
Immigration	immigrants	30%	38%	21%	24%	23%	27%
	naturalized	35%	25%	59%	63%	59%	45%
Language spoken at home	english	52%	32%	69%	68%	68%	58%
	spanish	34%	58%	14%	14%	15%	27%
	asian-lang	7%	5%	12%	13%	11%	10%
	other lang	6%	4%	5%	6%	6%	5%
Language Fluency	Speaks Eng. "Less than Very Well"	20%	31%	10%	13%	13%	17%
Education (among those age 25+)	hs-grad	48%	42%	54%	52%	50%	49%
	bachelor	19%	13%	27%	27%	26%	23%
	graduatedegree	12%	7%	10%	14%	16%	12%
Child in Household	child-under18	31%	44%	40%	33%	32%	36%
Work (percent of pop age 16+)	employed	62%	62%	65%	60%	59%	62%
	Commute on Public Transit	4%	6%	1%	1%	2%	3%
Household Income	income 0-25k	17%	23%	11%	13%	11%	14%
	income 25-50k	22%	29%	13%	12%	15%	17%
	income 50-75k	17%	18%	16%	14%	13%	15%
	income 75-200k	38%	27%	52%	49%	50%	44%
	income 200k-plus	7%	3%	8%	12%	12%	9%
Housing Stats	single-family	59%	47%	77%	85%	83%	72%
	multi-family	41%	53%	23%	15%	17%	28%
	vacant	4%	6%	4%	2%	2%	3%
	occupied	96%	94%	96%	98%	98%	97%
	rented	51%	68%	33%	21%	23%	37%
	owned	49%	32%	67%	79%	77%	63%
Total and Voting Age population data from the 2010 Decennial Census.							
Surname-based Voter Registration and Turnout data from the California Statewide Database.							
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NII White and NII Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2011-2015 American Community Survey and Special Tabulation 5-year data.							



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF FINANCE

DATE: MAY 15, 2018

SUBJECT: **PRESENTATION OF THE PROPOSED FISCAL YEAR 2018-19 GENERAL FUND OPERATING BUDGET**

FISCAL
IMPACT: EXPENDITURES: \$34,386,097 in Appropriations
REVENUE: \$34,393,138 in Operating Resources

SUMMARY:

In compliance with City Charter Section 1203, the Proposed General Fund Operating Budget for Fiscal Year 2018-19 (Budget) is being presented for City Council review. The proposed Budget is displayed in a presentation format to provide more clarity. The full Budget, including all funds and specific detail for each department, will be presented at the June 5, 2018 City Council meeting with the public hearing and adoption slated for June 19, 2018.

RECOMMENDATION:

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

1. Review and discuss the Proposed Fiscal Year (FY) 2018-19 General Fund Operating Budget and provide input and direction for final budget adoption; and
2. Set the public hearing for budget adoption on June 19, 2018 at 7 p.m.

DISCUSSION:

The proposed budget shows General Fund estimated revenue of \$31,202,243 and transfers in of \$3,190,895 for total resources of \$34,393,138 in operating resources. Expenditures are shown at \$33,235,525 with transfers out of \$234,875 and capital expenditures of \$915,697 for total appropriations of \$34,386,097. The projected net change in fund balance from operations is \$7,041.

The FY 2018-19 budget was prepared with the following goals:

- Modest increase to projected ending fund balance
- Contribute a minimum of \$1,000,000 towards streets and roads
- Use ongoing revenue to fund ongoing expenditures to support the City's goal of fiscal sustainability

3.a.
May 15, 2018

Budget Notes

Some of the key items included in this proposed budget are:

- While the budget includes an additional \$400,000 for the recently adopted user fees, overall revenues are flat. Sales Tax declined for the second consecutive year. The rapid growth in online purchases has a negative impact on Placentia as the City receives 1/10 of the sales tax it would receive from brick and mortar stores.
- To balance the FY 2018-19 budget, appropriations were cut by \$2.7 million, which includes the elimination of seven (7) full-time vacant positions and 6,444 hours of part-time staff, which equates to another 3.1 full-time equivalents.
 - Full-time vacant position reductions include:
 - One vacant Police Officer
 - One vacant Community Service Officer
 - Impacts National Night Out and Neighborhood Watch
 - One vacant Police Services Officer
 - One vacant Senior Code Enforcement Officer
 - One vacant IT Technician
 - One vacant Office Assistant
 - One vacant Traffic Engineer
 - Part-time hours reductions include these services:
 - Reduced staff for Youth Basketball
 - Reduced events for Movies in the Park and Concerts in the Park
 - No City staff at Teen Center
 - Koch Park hours reduced from 4 days to 1 day per week during school year
 - Gomez Pool reduced from 4 days to 1 day per week
 - Gomez Park programming reduced from 4 days to 3 days per week year round
 - Whitten swim program reduced from 5 days to 4 days per week
 - No staff support for Santa visits, Adult Sports, National Night Out, Easter Eggcitement, Farmers Market, and Summer Reading Celebration
- 2.5 Police Officer positions will be funded temporarily with grants. The City will also backfill one Police Officer who will be assigned to the Orange County Auto Theft Task Force.
- No funding is provided for market-rate adjustments for labor.
- No funding is provided for the Other Post-employment Benefits (OPEB) liability.
- The Budget contains \$1,029,000 of street and road projects; however, the Harris & Associates study recommends annual funding of \$4.9 million.

- This budget does not address other deferred infrastructure maintenance
 - Facilities and parks - \$700,000 to \$900,000 per year (Jorgensen report on facilities)
 - Vehicles and equipment - \$300,000 per year (City of Anaheim Evaluation report)
 - Other unfunded Capital Improvement Projects - \$1.3 million to \$1.6 million per year (CIP cost estimates)

Staff will be presenting the full budget with department line item details as well as all other fund budgets at the June 5, 2018 City Council Meeting.

Reviewed and approved:



Kim Krause
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Power Point Presentation



PLACENTIA

Rich Heritage, Bright Future

Proposed Citywide Budget Fiscal Year 2018-19 May 15, 2018





Budget Philosophy

- Our budget goals are to maintain the Placentia community's quality of life, including core services our residents have said must be maintained. If we are successful in keeping our City safe, clean and well maintained, we will maintain the quality of life and property values our residents expect and deserve.





Budget Approach and Assumptions

- \$6.1 Million structural deficit
- General Fund includes \$2.7 million in cuts
 - 7 full-time vacant positions cut
 - 6,444 part-time hours cut (3.1 FTE's)
- Certain capital expenditures and personnel will be directly charged to restricted funds which will reduce transfers
- Balanced budget with minimal year-end fund balance (1% of operating expenditures)





Budget Approach and Assumptions

- CIP and Operating Budget will be adjusted to include carryovers from FY17-18
 - Reduces staff time
 - Improves budget accuracy for services or projects not fully expended by June 30th
- Includes newly adopted cost recovery user fees
- Includes a portion of newly adopted Development Impact Fees





FY 2018-19 Budget Notes

- Modest increase to Fund Balance over FY 2017-18 amount
- Contributes \$1,029,000 towards streets & road repair (Harris & Associates study recommends \$4.9M)
- Department cuts in services and positions were designed to have the least negative impact on the community while at the same time maintaining the overall fiscal health of the City
- Budget does not rely on one-time revenue for operational sustainability
- Primarily utilizes restricted funds for CIP to minimize burden on General Fund





FY 2017-18 General Fund Recap

- Projected Year-end Fund Balance: \$573,602
- Items that impacted the FY 2017-18 budget
 - Increased one-time expenditures as a result of property acquisition and capital purchases
 - Decreased Sales Tax, Utility Users Tax, Lease Revenues (\$904,000)
- Revenue and expenditures were decreased at mid-year to maintain a balanced budget





FY 2017-18

Final Budget Amendment

- Final budget amendment prior to fiscal year final closeout (October 2018)
- Captures adjustments to operating & CIP budget:
 - Legal Costs \$341,000
 - IT Costs \$110,000
 - PD Lobby/Locker Room \$ 5,500
 - Committed Fund Balance/RMRA \$200,000
- Amendment will be submitted at the June 5th Council Meeting
- FY 18-19 Proposed Budget assumes adoption of FY 17-18 final budget amendment





General Fund FY 2018-19 Revenues

Major Categories	Actual FY 2016-17	Amended Budget FY 2017-18	Proposed Budget FY 2018-19	% Change
Property Taxes	\$13,971,691	\$14,589,000	\$15,306,781	4.92%
Sales & Use Taxes	7,019,906	6,734,000	6,555,900	-2.64%
Franchise Fees	2,243,832	2,344,000	2,273,000	-3.03%
Charges for Services	951,540	1,179,113	1,558,707	32.19%
Other Revenues	6,765,298	5,989,503	5,507,855	-8.04%
Utility User Tax - Transfer In	2,860,120	2,494,000	2,600,000	4.25%
Other Transfers In	2,046,421	1,365,207	590,895	-56.72%
TOTAL	\$35,858,808	\$34,694,823	\$34,393,138	-0.87%





General Fund Sales Tax Revenue

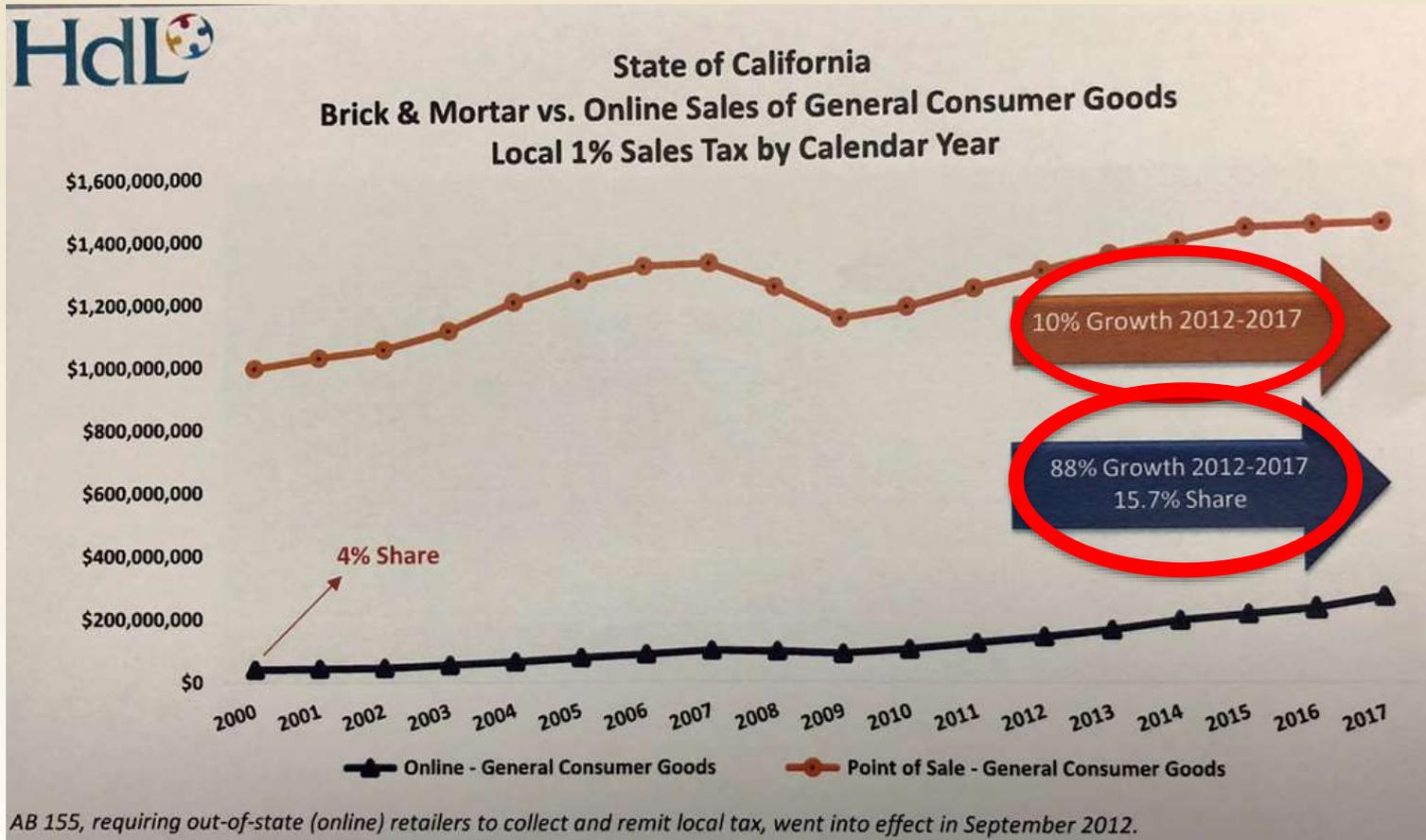
- The City is experiencing a drop in sales tax revenue for the **second consecutive year**.
- Statewide online purchases have grown by **88%** since 2012 while traditional brick and mortar businesses have only grown **10%**. All major sales tax forecasts predict the online purchasing trend will continue to grow significantly.
- Online purchases, while good for consumers, reduces the amount of sales tax received by the City, and increased deliveries negatively impact the City's streets and roads. Online purchases also require increased police activity due to growth in package thefts.





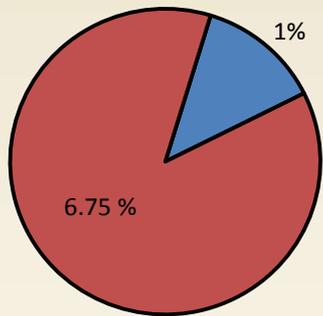
PLACENTIA
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Point of Sale vs. County Pool Sales and Use Tax



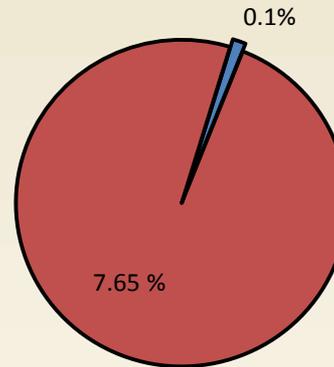
Two Types of Placentia Sales

Brick and Mortar
Sales Tax



■ City ■ All Other Agencies

Online Sales Tax



■ City ■ All Other Agencies

- 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
- Amazon has 13% growth year over year



General Fund

FY 2018-19 Dept. Expenditures

	Actual 2016-17	Amended Budget 2017-18	Proposed Budget 2018-19	% Change
Legislative	\$1,336,177	\$910,600	\$913,980	0.37%
Administration	1,596,842	1,801,912	2,102,966	16.71%
Finance	1,118,158	1,098,546	1,289,096	17.35%
Development Services	903,463	853,522	1,043,733	22.29%
Public Works	3,573,733	3,279,827	2,699,921	-17.68%
Police	12,306,924	12,316,540	11,315,132	-8.13%
Fire (Contract)	5,847,838	6,086,613	6,438,503	5.78%
Animal Control (Contract)	301,921	360,915	360,970	0.02%
Community Services	1,258,658	1,489,268	1,551,991	4.21%
General Government	6,306,824	3,719,529	4,075,540	9.57%
Debt Service	1,622,588	1,873,333	1,443,693	-22.93%
Operating Transfers-out	480,098	523,548	234,875	-55.14%
TOTAL	\$36,653,224	\$34,314,153	\$33,470,400	-2.46%





FY 2018-19

General Fund Budget Notes

- Placentia has a \$6.1 million structural deficit
- Proposed budget includes an additional \$2.7 million reduction in operating expenditures
- Budget reflects cuts in Full-time and Part-time vacant staff positions





FY 2018-19

General Fund Budget Cuts

FULL-TIME VACANT POSITION REDUCTIONS

- (1) SR. CODE ENFORCEMENT OFFICER
- (1) POLICE OFFICER
- (1) POLICE SERVICES OFFICER
- (1) COMMUNITY SERVICES OFFICER
- (1) IT TECHNICIAN
- (1) OFFICE ASSISTANT
- (1) TRAFFIC ENGINEER





FY 2018-19

General Fund Budget Cuts

- Part-time Reductions
 - Community Services – Reduction of 6,444 part-time hours (3.1 Full-time equivalents)
- All non-mandated training and conferences eliminated in all departments
- All department M&O budgets reduced 15% except contracts or mandated costs
- All future vacant positions will be reviewed on a case-by-case basis before hiring a replacement





FY 2018-19

General Fund Budget Notes

- General Fund does not address the following deferred infrastructure maintenance:
 - Streets & Roads: Additional \$3.9 million per year (Harris & Associates)
 - Facilities & Parks: \$700,000 to \$900,000 per year (Jorgenson Report on Facilities)
 - Vehicles & Equipment: \$300,000 per year (City of Anaheim Evaluation Report)
 - Unfunded Capital Improvement Projects: \$1.3 million to \$1.6 million per year (Approved CIP Cost Estimates)
 - Does not include any market rate adjustments for labor or funding for OPEB liability
 - All three of the City's bargaining units have contracts that expire in FY 2018-19





Budget Highlights

General Fund Position

Estimated Fund Balance 6/30/18	\$573,602
Proposed Revenues 18-19	31,202,243
Proposed Expenditures 18-19	(33,235,526)
Net Transfers In/(Out)	2,040,324
Estimated Fund Balance 6/30/19	\$580,643



Summary of Departments





Legislative Department

	Actual 2016-17	Amended Budget 2017-18	Proposed Budget 2018-19	% Change
City Council	\$136,932	\$212,445	\$305,794	43.94%
City Clerk	57,141	85,310	59,729	-29.99%
City Treasurer	48,269	16,845	41,857	148.48%
Legal Services	1,093,835	596,000	506,600	-15.00%
TOTAL	\$1,336,177	\$910,600	\$913,980	0.37%

Budget Notes:

- 2017-18 Budget for City Clerk included Demographer Services for MALDEF
- 2017-18 Budget for Treasurer did not include bank services charges



Administration Department

	Actual 2016-17	Amended Budget 2017-18	Proposed Budget 2018-19	% Change
City Administration	\$462,384	\$506,673	\$608,497	20.10%
Human Resources	522,932	589,200	627,613	6.52%
Records	229,741	222,161	261,405	17.66%
Disaster Preparedness	30,280	12,250	14,663	19.70%
Information Technology	339,029	471,628	590,788	25.27%
Neighborhood Services	2,708	0	0	0.00%
Cable & Web Services	9,768	0	0	0.00%
TOTAL	\$1,596,842	\$1,801,912	\$2,102,966	16.71%

Budget Notes:

- Proposed budget includes enhancement of information technology programs, services and staffing
- FY18-19 includes funding for contract negotiator for bargaining union contracts
- Cable now included in IT budget

Finance Department

	Actual 2016-17	Amended Budget 2017-18	Proposed Budget 2018-19	% Change
Finance & Accounting	\$1,118,158	\$1,098,546	\$1,289,096	17.35%
Debt Service	1,622,588	1,873,333	1,443,693	-22.93%
TOTAL	\$2,740,746	\$2,971,879	\$2,732,789	-8.05%

Budget Notes:

- Final year of Debt Service payment on Working Capital Deficit Bond
 - \$439,000 of payment comes from Bond Reserve Fund
- Finance Department back to full staffing levels
- Part-Time salary in Finance included in FY 18-19 to assist with Financial Software conversion

Development Services Department



	Actual 2016-17	Amended Budget 2017-18	Proposed Budget 2018-19	% Change
Planning	\$436,383	\$469,307	\$490,015	4.41%
Building	218,222	240,807	244,128	1.38%
Code Enforcement	0	0	154,877	100.00%
Economic Development	248,858	143,408	154,714	7.88%
TOTAL	\$903,463	\$853,522	\$1,043,733	22.29%

Budget Notes:

- Code Enforcement now budgeted in Development Services
- Communications Analyst budgeted in Economic Development





Public Safety Budget

Total Public Safety Budget: \$18,114,605

Public Safety Budget includes the following:

- Police Department
- Orange County Fire Authority
- Orange County Animal Care





Police Department

	Actual 2016-17	Amended Budget 2017-18	Proposed Budget 2018-19	% Change
Police Administration	\$1,273,541	\$1,556,718	\$1,332,686	-14.39%
Field Services	6,514,759	6,195,303	5,091,619	-17.81%
Investigations	1,802,545	1,499,368	2,035,441	35.75%
Support Services	1,569,563	1,725,025	1,726,778	0.10%
Traffic	1,034,261	1,132,874	1,128,608	-0.38%
Code Enforcement	112,255	207,252	0	-100.00%
TOTAL	\$12,306,924	\$12,316,540	\$11,315,132	-8.13%





Orange County Fire Authority Contract

	Actual 2016-17	Amended Budget 2017-18	Proposed Budget 2018-19	% Change
OCFA Contract				
Fire & Paramedic	\$5,847,838	\$6,086,613	\$6,438,503	5.78%

- Reflects contracted increase in Fire & Paramedic Services
- Increase is the maximum amount allowed by the contract



Orange County Animal Care Contract

	Actual 2016-17	Amended Budget 2017-18	Proposed Budget 2018-19	% Change
OCAC Contract				
Animal Control	\$301,921	\$360,915	\$360,970	0.02%

- Includes Animal Care service charges and new animal shelter annual construction charge



Police Department

Budget Notes:

- 2.5 Police Officers funded by Community Based Transitional Housing Grant and North Orange County Public Safety Grant
- Mid-year replacement of Orange County Auto Theft Taskforce investigator added
- Reflects a reduction of (1) Vacant Police Services Officer
 - Potential to increase Emergency response times
 - Potential to increase Patrol Overtime
- Reflects a reduction of (1) Vacant Community Services Officer
 - Neighborhood Watch coordination
 - Elimination of National Night Out
 - Reduced Community Relations, PD tours, and community meetings



Police Department

Budget Notes:

- Reflects a reduction of (1) Vacant Police Officer
 - Potential increase in response times
 - Potential increase in backfill overtime
- Reflects a reduction of (1) Office Assistant
 - Potential outsourcing Personnel Investigations
- Reduction of \$20,850 in training & conferences
- Reduction of \$78,390 in overtime



Public Works Department

	Actual 2016-17	Amended Budget 2017-18	Proposed Budget 2018-19	% Change
PW Administration/Eng	\$500,021	\$498,632	\$513,874	3.06%
Maintenance Admin.	558,771	384,907	425,904	10.65%
Streets	896,916	1,081,268	375,451	-65.28%
Facilities	626,543	756,213	764,602	1.11%
Parks/Landscape	536,338	96,273	279,687	190.51%
Vehicles/Equipment	367,992	359,854	340,403	-5.41%
Environmental Services	87,152	102,680	0	-100.00%
TOTAL	\$3,573,733	\$3,279,827	\$2,699,921	-17.68%

Budget Notes:

- Maintenance and Public Works Admin budgets have been restructured for more accurate reporting
- Reduction of full-time Traffic Engineer (offset with Contract Services)
- Reduction in funding for concrete sidewalk repairs
- Reduced funding for street repair materials and street sign replacement
- Reduction in landscape repairs and minor improvements
- Reduction in facility renovations, improvements, and maintenance
- Reduction in vehicle replacement parts and supplies





Community Services Department

	Actual 2016-17	Amended Budget 2017-18	Proposed Budget 2018-19	% Change
Comm Svc Admin	\$190,938	\$206,673	\$262,434	26.98%
Recreation	957,079	1,020,090	1,112,384	9.05%
Neighborhood Services	61,217	150,630	41,476	-72.46%
Cultural Arts	5,866	5,850	11,719	100.32%
Heritage Festival	0	67,464	69,837	3.52%
Farmer's Market	15,655	0	0	0.00%
Senior Services	0	0	8,100	100.00%
FaCT Grant	27,903	38,561	46,041	19.40%
TOTAL	\$1,258,658	\$1,489,268	\$1,551,991	4.21%

Budget Notes:

- Not filling part-time sports Coordinator position
- Reduced staff for Youth Basketball Program
- Reduced events for Movies in the Park and Concerts in the Park
- Community Services staff not funded for additional events
- Eliminate City staff at Teen Center





Community Services Department

Budget Notes Continued:

- 6,444 hours reduction of part-time hours (-\$83,806)
 - Koch Park Community Center hours reduced from 4 days to 1 day a week during school year
 - Gomez Pool reduced from 4 days to 1 day a week
 - Gomez Parks Programming reduced from from 4 days year to 3 days per week year-round
 - Whitten swim reduced from 5 days to 4 days per week
 - Eliminate staff support for Santa Visits, Adult Sports, National Night Out, Easter Eggcitement, Farmers Market, Summer Reading Celebration





General Government

	Actual 2016-17	Amended Budget 2017-18	Proposed Budget 2018-19	% Change
General Government	\$6,306,824	\$3,719,529	\$4,075,540	9.57%
TOTAL	\$6,306,824	\$3,719,529	\$4,075,540	9.57%

Budget Notes:

- Reflects increase in Water and Electricity costs
- Reflects increase in health care and risk management costs





Independent Review of City's Financial Health

There has been additional review and determination by the following entities that the City needs additional revenue to maintain the quality of services and build adequate reserves:

- Citizens Fiscal Sustainability Task Force
- City's Auditors
- State Auditor's Office
- Bond Rating Agencies





Maintaining Quality of Life through the Budget

The City has prided itself on being an accountable steward of the public's taxpayer dollars. Our strategy moving forward is to secure additional local funding that can't be raided by the State so our taxpayer dollars can be used to maintain 911, street/road repair, and neighborhoods free of blight and graffiti.



NEXT STEPS

June
5th

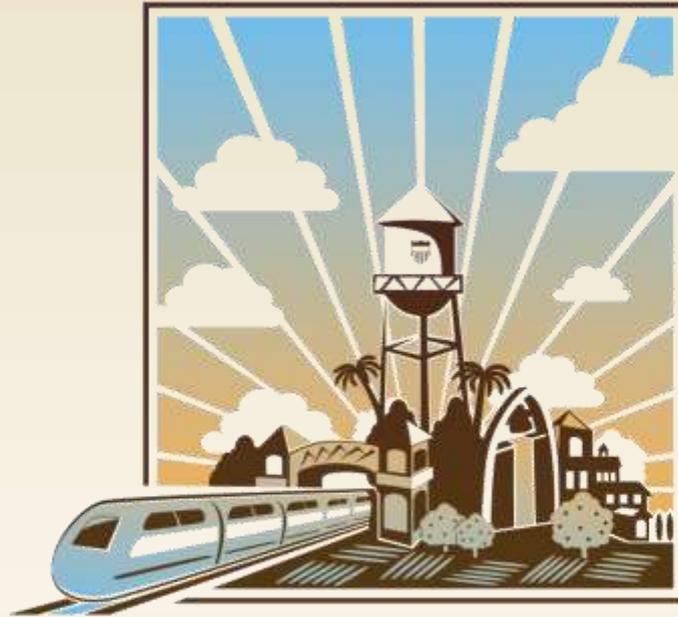
- Full Operating Budget Detail & CIP to City Council

June
19th

- Adoption of City and CIP Budgets



Questions?



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