



## Regular Meeting Agenda July 9, 2019

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

Rhonda Shader  
Mayor

Ward L. Smith  
Mayor Pro Tem

Craig S. Green  
Councilmember

Chad P. Wanke  
Councilmember

Jeremy B. Yamaguchi  
Councilmember

Robert S. McKinnell  
City Clerk

Kevin A. Larson  
City Treasurer

Damien R. Arrula  
City Administrator

Christian L. Bettenhausen  
City Attorney

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

**Phone: (714) 993-8117**

**Fax: (714) 961-0283**

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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](http://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 ACTING AS SUCCESSOR AGENCY TO THE  
PLACENTIA REDEVELOPMENT AGENCY  
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY  
REGULAR MEETING AGENDA - CLOSED SESSION**

**July 9, 2019**

**5:30 p.m. – City Council Chambers  
401 E. Chapman Avenue, Placentia, CA**

**CALL TO ORDER:**

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

**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 54957.6  
**CONFERENCE WITH LABOR NEGOTIATOR**  
Agency Designated Representatives: Damien R. Arrula, City Administrator  
Rosanna Ramirez, Director of Administrative Services  
Employee Organizations: Placentia City Employees Association (PCEA), Placentia Police Officers Association (PPOA), Placentia Police Management Association (PPMA), and Unrepresented Employee
2. Pursuant to Government Code Section 54956.9(d)(1):  
**CONFERENCE WITH LEGAL COUNSEL – Existing Litigation**  
Name of Case: Joseph V. Aguirre vs City of Placentia, *et al.*  
Orange County Superior Case No. 30-2018-00999734-CU-BC-CJC
3. Pursuant to Government Code Section 54956.9 (d)(4):  
**CONFERENCE WITH LEGAL COUNSEL – Potential Initiation of Litigation**  
Significant exposure to litigation: (1 Case)

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

**PLACENTIA CITY COUNCIL  
PLACENTIA CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE  
PLACENTIA REDEVELOPMENT AGENCY  
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY  
REGULAR MEETING AGENDA  
July 9, 2019  
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 Wanke  
Councilmember/Board Member Yamaguchi  
Mayor Pro Tem/Board Vice Chair Smith  
Mayor/Board Chair Shader

**INVOCATION:** Chaplain Sterling Bennett

**PLEDGE OF ALLEGIANCE:** Girl Scouts of Orange County, Placentia Service Unit Honor Guard

**PRESENTATIONS:**

- a. **Presentation of Mayor’s “Do the Right Thing” Award to Joanna Keating-Velasco**  
Recipient: Joanna Keating-Velasco  
Presenter: Mayor Shader
  
- b. **Recognition of Emergency Services Coordinator Steven Torrance**  
Recipient: Steven Torrence  
Presenters: Mayor Shader and Chief Lenyi
  
- c. **New Information and Updates to Generate Community Readiness for the 2020 Census**  
Presenter: Jennifer E. Lee, Los Angeles Regional Office, U.S. Census Bureau

**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.j.):**

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 2018-19 Register for July 9, 2019**

**Check Register**

Fiscal Impact: \$2,931,576.28

**Electronic Disbursement Register**

Fiscal Impact: \$ 249,242.61

Recommended Action: It is recommended that the City Council:

1) Receive and file

**City Fiscal Year 2019-20 Register for July 9, 2019**

**Electronic Disbursement Register**

Fiscal Impact: \$ 63,717.97

Recommended Action: It is recommended that the City Council:

2) Receive and file

**1.c. Award of Construction Contract for ADA Ramp Reconstruction Project; Project Nos. 1905 & 1008**

Fiscal Impact: Expense: \$612,848 Project Cost

Budgeted: \$500,000 FY 2018-19 Capital Improvement Program Budget

\$115,000 FY 2019-20 Capital Improvement Program Budget

Recommended Action: It is recommended that the City Council:

- 1) Approve the Engineered Plans and Specifications prepared by NV5 for the ADA Ramp Reconstruction Project, CIP Project Nos. 1905 & 1008; and
- 2) Approve a Public Works Agreement for ADA Ramp Reconstruction, CIP Project Nos. 1905 & 1008, with All Cities Engineering Inc., for an amount not-to-exceed \$425,875; and
- 3) Reject all other bids received and authorize return of the bid bonds; and
- 4) Authorize the City Administrator to approve contract change orders up to 10% of the contract not-to-exceed amount or \$42,587; and
- 5) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

**1.d. Amendment No. 1 to Billing Services Agreement with Yorba Linda Water District for Sewer Fee Collection Services**

Fiscal Impact: Expense: Not-to-Exceed \$11,600 Per Year

Revenue: \$ 11,600 (Sewer Maintenance Fund)

No General Fund dollars will be utilized for this expenditure.

Recommended Action: It is recommended that the City Council:

- 1) Approve Amendment No. 1 to the Billing Services Agreement with Yorba Linda Water District to bill and collect sanitary sewer fees on behalf of the City; and
- 2) Approve Amendment No. 1 retroactive to July 1, 2018; and
- 3) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

- 1.e. **Award of Contract to Brennan Fire and Security, Inc. for Fire and Security Alarm Monitoring and Annual Testing Services**  
Fiscal Impact: Expense: \$ 9,020 Annual Cost for Services  
 Budgeted: \$ 18,000 Fiscal Year 2019-20 Operating Budget  
Recommended Action: It is recommended that the City Council:
- 1) Approve a Maintenance Services Agreement with Brennan Fire and Security, Inc. for fire and security alarm monitoring and annual testing in an amount not-to-exceed \$27,060 (or an average of \$9,020 annually) for an initial three-year contract term ending June 30, 2022, with the option to extend for one (1) additional two-year term; and
  - 2) Authorize the City Administrator to approve contract change orders up to 10% of the annual contract amount of \$9,020; and
  - 3) Authorize the City Administrator or his/her designee to execute all necessary documents, in a form approved by the City Attorney; and
  - 4) Authorize the City Administrator to approve the eligible contract term extension for one (1) additional two-year term based upon contractor performance and at the discretion of the City.
- 1.f. **Acceptance of Construction Work and Notice of Completion for Construction of the Pedestrian Accessibility Project Phase VII, City Project No. 1907**  
Fiscal Impact: Expense: \$138,894.36 Construction Cost  
 Budget: \$185,334.00 Fiscal Year 2018-19 Capital Improvement Program Budget  
 No General Fund dollars were used on this project.  
Recommended Action: It is recommended that the City Council:
- 1) Accept the work performed by SDC Engineering Inc. for construction of the Pedestrian Accessibility Project, Phase VII in the total amount of \$138,894.36; and
  - 2) Approve Contract Change Order No. 1 in the amount of \$18,369.36 and authorize City Administrator to execute the necessary documents; and
  - 3) Authorize the City Administrator to file a Notice of Completion with the Orange County Clerk Recorder's Office for the Project; and
  - 4) Authorize the City Administrator to release retention funds in accordance with the terms of the contract.
- 1.g. **Professional Services Agreement with Tracey Maloney, dba My Art and Soul**  
Fiscal Impact: Expense: \$38,000  
 Budgeted: \$50,000 Community Development Block Grant (CDBG) Funds  
 Fiscal Year 2019-20  
 No General Fund dollars will be spent on this project.  
Recommended Action: It is recommended that the City Council:
- 1) Approve Amendment No. 1 to the Professional Services Agreement with Tracey Maloney, dba My Art and Soul, for an additional \$38,000 for painting services, for a cumulative contract not-to-exceed amount of \$62,900; and
  - 2) Authorize the City Administrator and/or his designee to execute the necessary documents, in a form approved by the City Attorney.
- 1.h. **Tentative Tract Map (TTM) No. 18129: A Proposed Tract Map to Subdivide an Approximately 1.24-Acre, Unimproved Lot with 16 Residential Townhome Condominium Units Located at the Southwest Corner of Orchard Drive and Highland Avenue Within the Medium Density Residential (R-G) and Oil Combining (O) Overlay Districts**  
Fiscal Impact: Revenue: \$231,456 Development Impact Fees

- 1) Adopt Resolution No. R-2019-35 A Resolution of the City Council of the City of Placentia, California approving Tentative Tract Map (TTM) 18129 for the subdivision of 16 residential townhome units for condominium purposes on a 1.24-acre lot located within the Medium Density Residential (R-G) and Oil Combining (O) zoning districts and sited on property at the southwest corner of Orchard Drive and Highland Avenue.

1.i. **Tentative Parcel Map (TPM) No. 2018-201 Pertaining to the Subdivision of an Approximately 1.58 Acre (67,350 Square Feet) Lot into Three Parcels and a Remainder Lot (Lot "A") Located at 900 Golden Avenue at the Southeast Corner of Golden Avenue and California Street**

Fiscal Impact: Approximately \$30,000 of Total Development Impact Fee Revenue Prior to Construction of Three New Single-Family Residences

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution R-2019-36, a Resolution of the City Council of the City of Placentia, California, adopting a categorical exemption 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) 2018-201 pertaining to the subdivision of property located at 900 Golden Avenue at the southeast corner of Golden Avenue and California Street (Assessor's Parcel Number 336-281-01) and making findings in support thereof.

1.j. **Resolution Authorizing Temporary Suspension of Regulatory Ordinance Sections 10.28.010 and 23.76.050 to Facilitate the Tacos and Tequila Event Scheduled for Thursday, September 19, 2019 at Kraemer Memorial Park**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 2) Adopt Resolution No. R-2019-37, A Resolution of the City Council of the City of Placentia, California, authorizing the temporary suspension of Regulatory Ordinance Sections 23.76.050 and 10.28.010 of the Placentia Municipal Code for the Operation of the Tacos and Tequila Festival on September 19, 2019 at Kraemer Memorial Park.

## 2. PUBLIC HEARINGS:

2.a. **Public Hearing No. 2 Regarding Proposal to Adjust the Boundaries of the Council District Map; Introduce an Ordinance Adjusting the Boundaries of the City Council Districts and Adopting the 2019 Adjusted Map**

Fiscal Impact: \$50,000 (to date)

Recommended Action: It is recommended that the City Council:

- 1) Open and conduct Public Hearing No. 2 to receive public comments regarding the 2019 Adjusted Map containing the proposed adjustments to the boundaries of the City Council districts, and other matters related to the adjustments of boundaries for Council district elections; and
- 2) Receive the Staff Report, consider all public testimony, ask questions of Staff; and
- 3) Vote on the proposal to adjust the boundaries of the City Council districts as set forth in the 2019 Adjusted Map; and
- 4) Close the Public Hearing; and
- 5) Waive full reading, by title only, and introduce for first reading Ordinance No. O-2019-04, An Ordinance of the City Council of the City Of Placentia, California adjusting the boundaries of the City Council Districts and adopting a map with the adjusted boundaries and identification number of each electoral district.

- 2.b. **Introduction and First Reading of Ordinance No. O-2019-05, Adopting Negative Declaration (ND) No. 2019-02 and Approving Zoning Code Amendment (ZCA) No. 2019-01 and Specific Plan Amendment (SPA) No. 2018-01, Resulting in an Amendment to the Placentia Municipal Code and an Amendment to Specific Plan 5 (SP-5) Which Would Amend Placentia Municipal Code Chapter 23.105 Entitled "Specific Plan 5" (SP-5) to Add Hospitality Uses to the Permitted Uses for All Parcels (Including Parcels 9 and 11) and to Modify the Maximum Allowable Height to Be Seventy-Five (75) Feet Within the Specific Plan Area Which Consists of 11 Parcels on Approximately 19.13 Acres, Generally Located at the Northeast Corner of Orangethorpe Avenue and Placentia Avenue, and Extending Northbound Along Placentia Avenue onto Kimberly Avenue (Brian Chuchua)**

Fiscal Impact: No Impact

Recommended Action: It is recommended that the City Council:

- 1) Open the Public Hearing concerning Ordinance No. O-2019-05; and
- 2) Receive the Staff Report, consider all Public Testimony, ask any questions of Staff; and
- 3) Close the Public Hearing; and
- 4) Waive full reading, by title only, and introduce for first reading, Ordinance No. O-2019-05, An Ordinance of the City Council of the City of Placentia, California adopting Negative Declaration (ND) No. 2019-02 for the proposed project and approving Zoning Code Amendment (ZCA) No. 2019-01 and Specific Plan Amendment (SPA) No. 2018-01 resulting in an amendment to Chapter 23.105 entitled "Specific Plan 5" to amend the permitted uses and maximum allowable height permitted within Specific Plan 5.

- 2.c. **Introduction and First Reading of Ordinance No. O-2019-06, Whereby Amendment to the City of Placentia Municipal Code (PMC) Shall Be Made, by Adding Chapter 23.71 (Short-Term Residential Rentals – Licensed Use) and Chapter 6.45 (Short-Term Residential Rentals) Relating to Short-Term Residential Rentals and Making Conforming Changes to Chapters 23.10 ("R-A" – Residential Agricultural District), 23.12 ("R-1" – Single Family Residential District), 23.15 ("R-2" – Low-Medium Density Multiple-Family District), 23.18 ("R-G" – Medium Density Multiple-Family), 23.21 ("R-3" – High Density Multiple-Family), 23.25 ("RPC" – Residential Planned Community District), 23.72 ("PUD" – Planned Unit Development District), 23.106 ("SP-6" – Specific Plan 6), 23.107 ("SP-7" – Specific Plan 7), 23.108 ("SP-8" – Specific Plan 8), and 23.110 ("SP-10" – Specific Plan 10, 23.111 ("TOD" – Transit Oriented Development Packing House District), and 23.112 ("OT" – Old Town Placentia Revitalization Plan)**

Fiscal Impact: Potential for approximately \$31,600 in net revenue from Transient Occupancy Tax.

Recommended Action: It is recommended that the City Council:

- 1) Open the Public Hearing concerning Ordinance No. O-2019-06; and
- 2) Receive the Staff Report, consider all Public Testimony, ask any questions of Staff; and
- 3) Close the Public Hearing; and
- 4) Waive full reading, by title only, and introduce for first reading, Ordinance No. O-2019-06, An Ordinance of the City Council of the City of Placentia, amending the City of Placentia Municipal Code (PMC), by adding Chapter 23.71 (Short-Term Residential Rentals – Licensed Use) and Chapter 6.45 (Short-Term Residential Rentals) relating to Short-Term Residential Rentals and making conforming changes to Chapters 23.10, 23.12, 23.15, 23.18, 23.21, 23.25, 23.72, 23.106, 23.107, 23.108, 23.110, 23.111 and 23.112 of the Municipal Code.

**3. REGULAR AGENDA:**

**3.a. Purchase of Fire Apparatus for the Placentia Fire and Life Safety Department**

Fiscal Impact: Expense: \$3,400,000 Total Maximum Purchase Price  
Revenue: \$3,400,000 Fire Apparatus Equipment Loan

Recommended Action: It is recommended that the City Council:

- 1) Authorize the City Administrator to approve sales contracts with Seagrave Fire Apparatus, LLC., totaling \$2,741,954 for the purchase and equipment up-fitting for two (2) Type I Engines, and one (1) Quint with a 100-foot ladder for the Placentia Fire and Life Safety Department; and
- 2) Authorize the City Administrator to approve a sales contract with HME Inc., totaling \$226,308 for the purchase and equipment up-fitting for one (1) mini-pumper apparatus for the Placentia Fire and Life Safety Department; and
- 3) Authorize the City Administrator to approve a purchase order with 911 Vehicle, Inc., totaling \$93,149 for the purchase and installation of communications equipment for the apparatus; and
- 4) Authorize the City Administrator to secure financing and enter into an agreement for the cost of the apparatus and other related expenses in an amount not to exceed \$3,400,000 at an interest rate not to exceed 4.0% over a 10-year term, in a form approved by the City Attorney.

**3.b. Urgency Ordinance Reauthorizing the Public, Educational, and Governmental (PEG) Fee on State Video Franchisees Operating Within the City of Placentia**

Fiscal Impact: Approximately \$70,000 Annual PEG Restricted Revenue

Recommended Action: It is recommended that the City Council:

- 1) Waive full reading, by title only, and introduce and adopt Urgency Ordinance No. O-2019-07, An Ordinance of the City Council of the City of Placentia, California, reauthorizing the Public, Educational, and Governmental fee on State video franchisees operating within the City of Placentia; and
- 2) Waive full reading, by title only, and introduce for first reading Ordinance No. O-2019-08, An Ordinance of the City Council of the City of Placentia, California, reauthorizing the Public, Educational, and Governmental fee on State video franchisees operating within the City of Placentia.

**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, July 23, 2019 at 5:30 p.m.

## **TENTATIVE AGENDA FORECAST**

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

- Introduction of Pavement Moratorium Ordinance
- NOC for Catch Basin Screen Insert Project
- City/Library District Civic Center Shared Use Agreement
- CNG and Electric Vehicle Charging Station Lease Agreement
- Agreement for Engineering Design for HSIP Cycle 9 Traffic Safety Improvement Project
- Surplus of City's Vehicles & Equipment
- Agreement for Engineering Design Services for Arterial & Residential Road Rehabilitation
- Media Production Contract Services
- Orange County Housing Trust Fund
- Exclusive Memorandum of Understanding between the County of Orange and the North Service Planning Area Cities of Placentia and Buena Park for Navigation Center Operations
- Placentia Open Spaces and Urban Greening Master Plan

## **CERTIFICATION OF POSTING**

I, Rosanna Ramirez, Director of Administrative Services of the City of Placentia and Assistant Secretary of the Industrial Commercial Development Authority and Successor Agency, hereby certify that the Agenda for the July 9, 2019 meetings of the City Council, Successor Agency, and Industrial Commercial Development Authority was posted on July 5, 2019.

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Rosanna Ramirez, Director of Administrative Services

**City of Placentia  
Check Register**

For 07/09/2019  
FY 18/19

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
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**Grand Total: 2,599,002.05**

<u>Check Totals by ID</u>	
AP	2,599,002.05
EP	0.00
IP	0.00
OP	0.00

**Void Total: 69.07  
Check Total: 2,598,932.98**

<u>Fund Name</u>	<u>Check Totals by Fund</u>
101-General Fund (0010)	2,082,527.25
205-State Gas Tax (0017)	9,142.92
208-Scssr Agncy Ret Oblg (0054)	623.45
209-State Gas Tax - RMRA (0060)	19,500.00
210-Measure M (0018)	4,090.94
215-Air Quality Management (0019)	1,022.74
224-Asset Seiz 15% Training (0073)	2,533.66
227-Explorer Grant NOC (0076)	581.42
228-NOC-Public Safety Grant(0061)	17,179.88
229-Comm Trans Hous Grant (0062)	626.40
231-Placentia Reg Nav Cent(0078)	33,619.36
233-Gen Plan Update Fees (0074)	7,455.00
235-Park Development (0023)	1,820.00
242-City Pub Sfty Impct Fee (0067)	16,184.25
247-TOD Sewer Impact Fees (0071)	7,276.60
260-Street Lighting Distrct (0028)	32,693.58
265-Landscape Maintenance (0029)	24,642.64
270-CDBG Fund (0030)	26,296.68
275-Sewer Maintenance (0048)	9,688.34
280-Misc Grants Fund (0050)	1,912.67
501-Refuse Administration (0037)	244,419.53
601-Employee Health & Wlfre (0039)	17,513.98
605-Risk Management (0040)	12,931.34
701-Special Deposits (0044)	24,650.35

**Check Total: 2,598,932.98**

**ACH Payroll Direct Deposit for 06/21/19: 332,643.30**

**Electronic Disbursement Total: 2,931,576.28**

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

**1. b.  
July 9, 2019**

**City of Placentia  
Check Register  
For 07/01/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
RV	FRANCHISE TAX BOARD V004533	PE 6/15/19 PD 6/21/19	0010-2196 Garnishments W/H	PY19013	69.07	2701/1901013		00101559	06/21/2019
					<b>Check Total:</b>	<b>69.07</b>			
					<b>Type Total:</b>	<b>69.07</b>			
					<b>Void Total:</b>	<b>69.07</b>			

**City of Placentia  
Check Register  
For 07/01/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	ACTION EMBROIDERY CORP V000082	RECREATION UNIFORMS	104071-6360 Uniforms	AP061319	2,465.32	0354541		00101460	06/13/2019
					<b>Check Total:</b>	<b>2,465.32</b>			
MW OH	ALL CITY MANAGEMENT V000005	5/5-18 CROSSING GUARD SVS	103047-6290 Dept. Contract Services	AP061319	3,393.25	61719	P11361	00101461	06/13/2019
					<b>Check Total:</b>	<b>3,393.25</b>			
MW OH	ALTA LANGUAGE SERVICES V010194	LANGUAGE TESTING SVS	101512-6099 Professional Services	AP061319	122.00	IS434192		00101462	06/13/2019
					<b>Check Total:</b>	<b>122.00</b>			
MW OH	ANAHEIM FULLERTON V006631	JAN CSUF PD TOWING SERVICES	103047-6181 Towing Services	AP061319	101.75	184239		00101463	06/13/2019
MW OH	ANAHEIM FULLERTON V006631	JAN TOWING SERVICES	103047-6181 Towing Services	AP061319	185.00	184244		00101463	06/13/2019
MW OH	ANAHEIM FULLERTON V006631	JAN TOWING SERVICES	103047-6181 Towing Services	AP061319	185.00	184248		00101463	06/13/2019
MW OH	ANAHEIM FULLERTON V006631	JAN TOWING SERVICES	103047-6181 Towing Services	AP061319	101.75	192084		00101463	06/13/2019
MW OH	ANAHEIM FULLERTON V006631	JAN CSUF PD TOWING SERVICES	103047-6181 Towing Services	AP061319	101.75	192085		00101463	06/13/2019
MW OH	ANAHEIM FULLERTON V006631	JAN TOWING SERVICES	103047-6181 Towing Services	AP061319	185.00	192086		00101463	06/13/2019
MW OH	ANAHEIM FULLERTON V006631	JAN TOWING SERVICES	103047-6181 Towing Services	AP061319	185.00	192087		00101463	06/13/2019
MW OH	ANAHEIM FULLERTON V006631	JAN TOWING SERVICES	103047-6181 Towing Services	AP061319	185.00	203360		00101463	06/13/2019
MW OH	ANAHEIM FULLERTON V006631	JAN TOWING SERVICES	103047-6181 Towing Services	AP061319	101.75	203363		00101463	06/13/2019
MW OH	ANAHEIM FULLERTON V006631	JAN CSUF PD TOWING SERVICES	103047-6181 Towing Services	AP061319	101.75	203481		00101463	06/13/2019
MW OH	ANAHEIM FULLERTON	FEB CSUF PD TOWING SERVICES	103047-6181	AP061319	185.00	203487		00101463	06/13/2019

**City of Placentia**  
**Check Register**  
**For 07/01/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V006631		Towing Services						
MW OH	ANAHEIM FULLERTON V006631	MARCH CSUF PD TOWING SERVICES	103047-6181 Towing Services	AP061319	185.00	203548		00101463	06/13/2019
MW OH	ANAHEIM FULLERTON V006631	MARCH CSUF PD TOWING SERVICES	103047-6181 Towing Services	AP061319	185.00	203556		00101463	06/13/2019
MW OH	ANAHEIM FULLERTON V006631	MARCH CSUF PD TOWING SERVICES	103047-6181 Towing Services	AP061319	185.00	203669		00101463	06/13/2019
MW OH	ANAHEIM FULLERTON V006631	MARCH CSUF PD TOWING SERVICES	103047-6181 Towing Services	AP061319	185.00	203677		00101463	06/13/2019
MW OH	ANAHEIM FULLERTON V006631	MARCH CSUF PD TOWING SERVICES	103047-6181 Towing Services	AP061319	185.00	203813		00101463	06/13/2019
MW OH	ANAHEIM FULLERTON V006631	MARCH CSUF PD TOWING SERVICES	103047-6181 Towing Services	AP061319	185.00	204120		00101463	06/13/2019
MW OH	ANAHEIM FULLERTON V006631	JAN CSUF PD TOWING SERVICES	103047-6181 Towing Services	AP061319	185.00	204234		00101463	06/13/2019
MW OH	ANAHEIM FULLERTON V006631	JAN TOWING SERVICES	103047-6181 Towing Services	AP061319	185.00	212993		00101463	06/13/2019
<b>Check Total:</b>					<b>3,098.75</b>				
MW OH	ANAHEIM ICE V000318	SPRING INSTRUCTOR PAYMENT	104071-6060 Instructional Services	AP061319	137.41	SPRING 2019		00101464	06/13/2019
<b>Check Total:</b>					<b>137.41</b>				
MW OH	AT & T V008736	JUNE POWELL BLDG INTERNET	109595-6215 Telephone	AP061319	50.00	JUNE 2019		00101465	06/13/2019
MW OH	AT & T V008736	JUNE HVAC INTERNET SVS	109595-6215 Telephone	AP061319	40.00	JUNE HVAC 19		00101465	06/13/2019
MW OH	AT & T V008736	JUNE PD YARD INTERNET	109595-6215 Telephone	AP061319	70.42	JUNE PD 19		00101465	06/13/2019
<b>Check Total:</b>					<b>160.42</b>				
MW OH	AT & T MOBILITY	APRIL IPAD CHARGES	109595-6215	AP061319	544.09	28724889079X05		00101466	06/13/2019

**City of Placentia  
Check Register  
For 07/01/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V008709		Telephone						
				<b>Check Total:</b>	<b>544.09</b>				
MW OH	AT&T V004144	MAY-JUNE PHONE CHARGES	109595-6215 / 21008-6215 Telephone	AP061319	10.32	060119		00101467	06/13/2019
MW OH	AT&T V004144	MAY-JUNE PHONE CHARGES	109595-6215 Telephone	AP061319	2,996.61	060119		00101467	06/13/2019
MW OH	AT&T V004144	MAY-JUNE PHONE CHARGES	296561-6215 Telephone	AP061319	122.13	060119		00101467	06/13/2019
				<b>Check Total:</b>	<b>3,129.06</b>				
MW OH	AXIS GENERAL V011183	MAY KRAEMER PUMP STN MAINT	103652-6099 / 21009-6099 Professional Services	AP061319	371.64	6629	P11495	00101468	06/13/2019
MW OH	AXIS GENERAL V011183	MAY KRAEMER PUMP STN MAINT	103652-6099 Professional Services	AP061319	371.65	6629	P11495	00101468	06/13/2019
MW OH	AXIS GENERAL V011183	MAY PLACENTIA PUMP STN MAINT	103652-6099 Professional Services	AP061319	371.64	6630	P11495	00101468	06/13/2019
MW OH	AXIS GENERAL V011183	MAY PLACENTIA PUMP STN MAINT	103652-6099 Professional Services	AP061319	371.65	6630	P11495	00101468	06/13/2019
MW OH	AXIS GENERAL V011183	MAY MELROSE PUMP STN MAINT	103652-6099 Professional Services	AP061319	743.29	6632	P11495	00101468	06/13/2019
				<b>Check Total:</b>	<b>2,229.87</b>				
MW OH	BLUESPACE INTERIORS V011201	CITY HALL LOBBY FURNITURE	109595-6301 Special Department Supplies	AP061319	3,855.19	I-01578680		00101469	06/13/2019
				<b>Check Total:</b>	<b>3,855.19</b>				
MW OH	BOA ARCHITECTURE V010118	SR. CENTER ARCHITECTURAL SVS	235803-6185 Construction Services	AP061319	1,820.00	18-2796-2	P11378	00101470	06/13/2019
				<b>Check Total:</b>	<b>1,820.00</b>				
MW OH	BREA ROOFING V003463	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP061319	100.00	30-19-059		00101471	06/13/2019
MW OH	BREA ROOFING	80% BLDG PERMIT REFUND	100000-4160	AP061319	372.20	B19-0471		00101471	06/13/2019

**City of Placentia**  
**Check Register**  
**For 07/01/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V003463		Building Permits						
				<b>Check Total:</b>	<b>472.20</b>				
MW OH	BREA, CITY OF V005832	BUSINESS CARDS - MCKINNELL	101512-6315 Office Supplies	AP061319	12.47	ASCS001176		00101472	06/13/2019
				<b>Check Total:</b>	<b>12.47</b>				
MW OH	CALIFORNIA FORENSIC V000232	MAY BLOOD DRAWS	103040-6055 Medical Services	AP061319	1,439.75	1045	P11362	00101473	06/13/2019
				<b>Check Total:</b>	<b>1,439.75</b>				
MW OH	CALIFORNIA NEWSPAPER V009955	MAY LEGAL ADVERTISING	103654-6301 Special Department Supplies	AP061319	222.00	0000441241		00101474	06/13/2019
MW OH	CALIFORNIA NEWSPAPER V009955	MAY LEGAL ADVERTISING	101002-6225 Advertising/Promotional	AP061319	1,209.81	0000441241		00101474	06/13/2019
MW OH	CALIFORNIA NEWSPAPER V009955	MAY LEGAL ADVERTISING	286560-6225 Advertising/Promotional	AP061319	669.00	0000441241		00101474	06/13/2019
MW OH	CALIFORNIA NEWSPAPER V009955	MAY LEGAL ADVERTISING	296561-6225 Advertising/Promotional	AP061319	678.00	0000441241		00101474	06/13/2019
				<b>Check Total:</b>	<b>2,778.81</b>				
MW OH	CALIFORNIA STATE V010097	MAY LIVE SCAN PROCESSING	101512-6099 Professional Services	AP061319	88.00	ASR19078		00101475	06/13/2019
				<b>Check Total:</b>	<b>88.00</b>				
MW OH	CALMAT CO. V010007	ASPHALT	103652-6301 Special Department Supplies	AP061319	335.67	72207592		00101476	06/13/2019
				<b>Check Total:</b>	<b>335.67</b>				
MW OH	CARL WARREN & CO V008011	MAY LIABILITY ADMIN SVS	404582-6025 Third Party Administration	AP061319	1,603.00	1877190		00101477	06/13/2019
				<b>Check Total:</b>	<b>1,603.00</b>				
MW OH	CBE V008124	5/5-6/4 COPIER OVERAGES	109595-6175 Office Equipment Rental	AP061319	37.57	IN2153762		00101478	06/13/2019
				<b>Check Total:</b>	<b>37.57</b>				

**City of Placentia  
Check Register  
For 07/01/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	CDCE INC V009479	REPLACE ANTENNA CONNECTION	103041-6301 Special Department Supplies	AP061319	106.75	135420		00101479	06/13/2019
					<b>Check Total:</b>	<b>106.75</b>			
MW OH	CITY OF BREA V000125	BUSINESS CARDS - CARDENAS	103650-6315 Office Supplies	AP061319	10.64	ASCS001173		00101480	06/13/2019
MW OH	CITY OF BREA V000125	BUSINESS CARDS - COUNCIL	101511-6315 Office Supplies	AP061319	31.36	ASCS001173		00101480	06/13/2019
MW OH	CITY OF BREA V000125	BUSINESS CARDS - KOURA	103550-6230 Printing & Binding	AP061319	15.16	ASCS001175		00101480	06/13/2019
MW OH	CITY OF BREA V000125	BUSINESS CARDS - GONZALEZ	103550-6230 Printing & Binding	AP061319	19.50	ASCS001177		00101480	06/13/2019
MW OH	CITY OF BREA V000125	BUSINESS CARDS - N.S	104071-6301 Special Department Supplies	AP061319	107.75	ASCS001178		00101480	06/13/2019
					<b>Check Total:</b>	<b>184.41</b>			
MW OH	CLEAR CHOICE LIEN SALES MAY CSUF PD LIEN SVS V005847		103047-6182 Lien Services	AP061319	25.00	248B		00101481	06/13/2019
MW OH	CLEAR CHOICE LIEN SALES MAY CSUF PD LIEN SVS V005847		103047-6182 Lien Services	AP061319	50.00	248C		00101481	06/13/2019
MW OH	CLEAR CHOICE LIEN SALES MAY CSUF PD LIEN SVS V005847		103047-6182 Lien Services	AP061319	12.50	253B		00101481	06/13/2019
MW OH	CLEAR CHOICE LIEN SALES MAY CSUF PD LIEN SVS V005847		103047-6182 Lien Services	AP061319	75.00	253C		00101481	06/13/2019
MW OH	CLEAR CHOICE LIEN SALES MAY CSUF PD LIEN SVS V005847		103047-6182 Lien Services	AP061319	25.00	258B		00101481	06/13/2019
MW OH	CLEAR CHOICE LIEN SALES MAY CSUF PD LIEN SVS V005847		103047-6182 Lien Services	AP061319	100.00	263B		00101481	06/13/2019
MW OH	CLEAR CHOICE LIEN SALES MAY CSUF PD LIEN SVS V005847		103047-6182 Lien Services	AP061319	50.00	267D		00101481	06/13/2019
MW OH	CLEAR CHOICE LIEN SALES APRIL CSUF PD LIEN SVS V005847		103047-6182 Lien Services	AP061319	50.00	3704		00101481	06/13/2019

**City of Placentia  
Check Register  
For 07/01/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
MW OH	CLEAR CHOICE LIEN SALES V005847	MAY CSUF PD LIEN SVS	103047-6182 Lien Services	AP061319	25.00 3705		00101481	06/13/2019
					<b>Check Total:</b>	<b>412.50</b>		
MW OH	COMLOCK V003166	KEYS	103654-6301 Special Department Supplies	AP061319	39.87 817796		00101482	06/13/2019
MW OH	COMLOCK V003166	RE-KEY UNIT LOCK	103654-6301 Special Department Supplies	AP061319	41.00 817916		00101482	06/13/2019
					<b>Check Total:</b>	<b>80.87</b>		
MW OH	CONVERSE CONSULTANTS V005996	SITE ASSESSMENT SVS	784070-6830 Land Acquisition	AP061319	2,100.00 19-42112-03-01		00101483	06/13/2019
					<b>Check Total:</b>	<b>2,100.00</b>		
MW OH	CRON & ASSOC V001603	TRANSCRIPTION SVS DR09-3263	103042-6290 Dept. Contract Services	AP061319	1,160.25 5464		00101484	06/13/2019
MW OH	CRON & ASSOC V001603	TRANSCRIPTION SVS DR09-3263	103042-6290 Dept. Contract Services	AP061319	301.75 5479		00101484	06/13/2019
					<b>Check Total:</b>	<b>1,462.00</b>		
MW OH	DAVIS, ELVIRA V011198	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP061319	100.00 30-19-070		00101485	06/13/2019
					<b>Check Total:</b>	<b>100.00</b>		
MW OH	DFS FLOORING INC V000099	MAY CARPET CLEANING SVS	103654-6290 Dept. Contract Services	AP061319	665.00 305857-42		00101486	06/13/2019
					<b>Check Total:</b>	<b>665.00</b>		
MW OH	DRABEK, GARY V004197	MAY RESERVE OFFICER STIPEND	103041-5005 / 50065-5005 Salaries/Part-Time	AP061319	200.00 060519		00101487	06/13/2019
					<b>Check Total:</b>	<b>200.00</b>		
MW OH	ECIS V006623	JAN FOG INSPECTION SVS	103593-6099 Professional Services	AP061319	475.00 COP-FPR119	P11496	00101488	06/13/2019
MW OH	ECIS V006623	MARCH FOG INSPECTION SVS	103593-6099 Professional Services	AP061319	2,110.00 COPGCD1119	P11496	00101488	06/13/2019

**City of Placentia**  
**Check Register**  
**For 07/01/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				<b>Check Total:</b>	<b>2,585.00</b>				
MW OH	EILEY, TIFFANY V009544	PD TRAINING MEALS, MILEAGE	733041-6250 Staff Training	AP061319	38.62	TE52919MM		00101489	06/13/2019
				<b>Check Total:</b>	<b>38.62</b>				
MW OH	FACTORY MOTOR PARTS V010842	CREDIT	103658-6134 Vehicle Repair & Maintenance	AP061319	-189.86	102-075337		00101490	06/13/2019
MW OH	FACTORY MOTOR PARTS V010842	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP061319	203.41	102-075727		00101490	06/13/2019
MW OH	FACTORY MOTOR PARTS V010842	OIL FILTERS	103658-6134 Vehicle Repair & Maintenance	AP061319	26.78	102-075783		00101490	06/13/2019
MW OH	FACTORY MOTOR PARTS V010842	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP061319	55.41	102-075797		00101490	06/13/2019
MW OH	FACTORY MOTOR PARTS V010842	BRAKE PAD	103658-6134 Vehicle Repair & Maintenance	AP061319	39.09	102-075802		00101490	06/13/2019
MW OH	FACTORY MOTOR PARTS V010842	AIR FILTER	103658-6134 Vehicle Repair & Maintenance	AP061319	8.35	102-076277		00101490	06/13/2019
MW OH	FACTORY MOTOR PARTS V010842	AIR FILTERS	103658-6134 Vehicle Repair & Maintenance	AP061319	37.50	12-3119422		00101490	06/13/2019
MW OH	FACTORY MOTOR PARTS V010842	BRAKE PADS	103658-6134 Vehicle Repair & Maintenance	AP061319	39.09	12-3119661		00101490	06/13/2019
MW OH	FACTORY MOTOR PARTS V010842	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP061319	40.47	12-3120593		00101490	06/13/2019
MW OH	FACTORY MOTOR PARTS V010842	PW WORK GLOVES	103658-6134 Vehicle Repair & Maintenance	AP061319	26.05	12-3125427		00101490	06/13/2019
MW OH	FACTORY MOTOR PARTS V010842	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP061319	226.96	12-3125560		00101490	06/13/2019
MW OH	FACTORY MOTOR PARTS V010842	DRUM OF SYNTHETIC OIL	103658-6134 Vehicle Repair & Maintenance	AP061319	468.55	12-3126703		00101490	06/13/2019
				<b>Check Total:</b>	<b>981.80</b>				
MW OH	FAIRWAY FORD	PD VEHICLE REAR WINDOW	103658-6134	AP061319	374.28	C47546		00101491	06/13/2019

**City of Placentia  
Check Register  
For 07/01/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000376		Vehicle Repair & Maintenance						
				<b>Check Total:</b>	<b>374.28</b>				
MW OH	FEDEX V000394	SHIPPING CHARGES	101511-6325 Postage	AP061319	63.22	6-547-81244		00101492	06/13/2019
				<b>Check Total:</b>	<b>63.22</b>				
MW OH	FIDELITY SECURITY LIFE V008132	JUNE VISION INSURANCE PREMIUM	395083-5164 Optical Insurance Premiums	AP061319	1,194.72	163910717		00101493	06/13/2019
MW OH	FIDELITY SECURITY LIFE V008132	JUNE VISION INSURANCE PREMIUM	395000-4740 ISF Employee Optical Costs	AP061319	1,724.28	163910717		00101493	06/13/2019
				<b>Check Total:</b>	<b>2,919.00</b>				
MW OH	FRECKLED FROG V011200	SPRING INSTRUCTOR PAYMENT	104071-6060 Instructional Services	AP061319	139.75	SPRING 2019		00101494	06/13/2019
				<b>Check Total:</b>	<b>139.75</b>				
MW OH	GOLDEN STATE WATER V000928	MARCH-JUNE WATER CHARGES	296561-6335 Water	AP061319	15,793.39	052219		00101495	06/13/2019
MW OH	GOLDEN STATE WATER V000928	MARCH-JUNE WATER CHARGES	109595-6335 Water	AP061319	16,778.97	052219		00101495	06/13/2019
				<b>Check Total:</b>	<b>32,572.36</b>				
MW OH	GOOD TIMES TRAVEL INC V010819	5/16 EXCURSION PAYMENT	0044-2056 CS Good Times Travel Deposits	AP061319	518.00	CP051619		00101496	06/13/2019
				<b>Check Total:</b>	<b>518.00</b>				
MW OH	GST V009410	INSTALL SERVER ROOM CABLE	101523-6301 Special Department Supplies	AP061319	807.84	INV34502		00101497	06/13/2019
MW OH	GST V009410	2 NETWORK DROPS	101523-6301 Special Department Supplies	AP061319	1,182.89	INV34642		00101497	06/13/2019
MW OH	GST V009410	COMPUTER FOR PROPERTY DEPT	103043-6301 Special Department Supplies	AP061319	2,544.75	INV33921	P11480	00101497	06/13/2019
				<b>Check Total:</b>	<b>4,535.48</b>				
MW OH	H&S ENERGY LLC	MAY CITY VEHICLE CAR WASHES	103658-6301	AP061319	159.84	053119		00101498	06/13/2019

**City of Placentia  
Check Register  
For 07/01/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010680		Special Department Supplies						
MW OH	H&S ENERGY LLC V010680	MAY PD VEHICLE CAR WASHES	103658-6301 Special Department Supplies	AP061319	299.70	053119		00101498	06/13/2019
				<b>Check Total:</b>	<b>459.54</b>				
MW OH	HEALTHPOINTE MEDICAL V010713	5/1 PRE EMPLOYMENT EXAM	101512-6099 Professional Services	AP061319	1,203.00	30601-2879778		00101499	06/13/2019
				<b>Check Total:</b>	<b>1,203.00</b>				
MW OH	HERREN, MATT V009898	PD TRAINING MEALS, MILEAGE	103047-6250 Staff Training	AP061319	146.12	MH05286719M		00101500	06/13/2019
				<b>Check Total:</b>	<b>146.12</b>				
MW OH	HI-WAY SAFETY RENTALS V000459	STREET SIGNS	103652-6310 Street Signs	AP061319	150.85	88221		00101501	06/13/2019
				<b>Check Total:</b>	<b>150.85</b>				
MW OH	HOUSTON & HARRIS PCS INC V010110	APRIL EMERGENCY SEWER MAINT	484356-6120 R & M/Sewer & Storm Drain	AP061319	2,706.30	19-21869	P11419	00101502	06/13/2019
MW OH	HOUSTON & HARRIS PCS INC V010110	MAY SEWER MAINT	484356-6120 R & M/Sewer & Storm Drain	AP061319	4,328.65	19-21928	P11419	00101502	06/13/2019
				<b>Check Total:</b>	<b>7,034.95</b>				
MW OH	HOWARD & SONS INC V011197	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP061319	100.00	30-19-074		00101503	06/13/2019
				<b>Check Total:</b>	<b>100.00</b>				
MW OH	HOYT ROOFS INC V003476	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP061319	100.00	30-19-008		00101504	06/13/2019
				<b>Check Total:</b>	<b>100.00</b>				
MW OH	ICMA RETIREMENT TRUST V010029	P/E 6/1/19 PD 6/7/19	0048-2170 Deferred Comp Payable - ICMA	AP061319	172.00	060719A		00101505	06/13/2019
MW OH	ICMA RETIREMENT TRUST V010029	P/E 6/1/19 PD 6/7/19	0010-2170 Deferred Comp Payable - ICMA	AP061319	1,580.59	060719A		00101505	06/13/2019
MW OH	ICMA RETIREMENT TRUST	P/E 6/1/19 PD 6/7/19	0054-2170	AP061319	54.94	060719A		00101505	06/13/2019

**City of Placentia  
Check Register  
For 07/01/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010029		Deferred Comp Payable - ICMA						
MW OH	ICMA RETIREMENT TRUST V010029	P/E 6/1/19 PD 6/7/19	0029-2170 Deferred Comp Payable - ICMA	AP061319	52.00	060719A		00101505	06/13/2019
MW OH	ICMA RETIREMENT TRUST V010029	P/E 6/1/19 PD 6/7/19	0037-2170 Deferred Comp Payable - ICMA	AP061319	60.00	060719A		00101505	06/13/2019
<b>Check Total:</b>					<b>1,919.53</b>				
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6130 Repair & Maint/Facilities	AP061319	237.85	3734884-00		00101506	06/13/2019
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	296561-6301 Special Department Supplies	AP061319	161.68	3765843-00		00101506	06/13/2019
<b>Check Total:</b>					<b>399.53</b>				
MW OH	JEVEC, ANITA V007593	ADMIN CITATION REFUND	100000-4411 Administrative Citations	AP061319	100.00	18734		00101507	06/13/2019
<b>Check Total:</b>					<b>100.00</b>				
MW OH	JOHN HANCOCK USA-PARS V010625	PARS-FT P/E 6/1 PD 6/7	0054-2131 Employer PARS/ARS Payable	AP061319	113.79	060719A		00101508	06/13/2019
MW OH	JOHN HANCOCK USA-PARS V010625	PARS-FT P/E 6/1 PD 6/7	0037-2131 Employer PARS/ARS Payable	AP061319	195.97	060719A		00101508	06/13/2019
MW OH	JOHN HANCOCK USA-PARS V010625	PARS-FT P/E 6/1 PD 6/7	0029-2131 Employer PARS/ARS Payable	AP061319	81.09	060719A		00101508	06/13/2019
MW OH	JOHN HANCOCK USA-PARS V010625	PARS-FT P/E 6/1 PD 6/7	0048-2131 Employer PARS/ARS Payable	AP061319	286.45	060719A		00101508	06/13/2019
MW OH	JOHN HANCOCK USA-PARS V010625	PARS-FT P/E 6/1 PD 6/7	0010-2131 Employer PARS/ARS Payable	AP061319	1,267.13	060719A		00101508	06/13/2019
<b>Check Total:</b>					<b>1,944.43</b>				
MW OH	KENNICUTT, JULIE V009725	PD TRAINING MEALS, MILEAGE	733041-6250 Staff Training	AP061319	155.15	JK523419MM		00101509	06/13/2019
<b>Check Total:</b>					<b>155.15</b>				
MW OH	KEYSTONE UNIFORMS	PD UNIFORM - VALENCIA	763041-6360 / 50067-6360	AP061319	266.53	700031979		00101510	06/13/2019

**City of Placentia  
Check Register  
For 07/01/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V009178		Uniforms						
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORM - VALENCIA	763041-6360 / 50067-6360 Uniforms	AP061319	310.22	700031980		00101510	06/13/2019
MW OH	KEYSTONE UNIFORMS V009178	VELCRO NAME PATCH - CAMPOS	103041-6360 / 50040-6360 Uniforms	AP061319	10.93	700032643		00101510	06/13/2019
MW OH	KEYSTONE UNIFORMS V009178	PD NAMEPLATE - TORRENCE	103040-6360 / 50080-6360 Uniforms	AP061319	9.82	700032695		00101510	06/13/2019
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORM NAME PLATES	613041-6360 / 50040-6360 Uniforms	AP061319	19.64	70031968		00101510	06/13/2019
				<b>Check Total:</b>	<b>617.14</b>				
MW OH	LEMUS, FREDDY V010586	PD TRAINING MEALS, MILEAGE	623041-6250 Staff Training	AP061319	62.40	FL5282919MM		00101511	06/13/2019
				<b>Check Total:</b>	<b>62.40</b>				
MW OH	M JACK BROOKS JD V010723	MAY SR HR ANALYST SVS	101512-6099 Professional Services	AP061319	3,400.00	052019PHR		00101512	06/13/2019
				<b>Check Total:</b>	<b>3,400.00</b>				
MW OH	MAKENA SOLUTIONS LLC V009574	SPRING INSTRUCTOR PAYMENT	104071-6060 Instructional Services	AP061319	136.80	SPRING 2019		00101513	06/13/2019
				<b>Check Total:</b>	<b>136.80</b>				
MW OH	MARTINEZ, JUANITA V002976	PD TRAINING MEALS, MILEAGE	733041-6250 Staff Training	AP061319	86.76	JM5232419MM		00101514	06/13/2019
				<b>Check Total:</b>	<b>86.76</b>				
MW OH	MCMURRAY STERN V006352	PD LOCKER ROOM STORAGE UNIT	103041-6301 Special Department Supplies	AP061319	3,227.11	27510-1		00101515	06/13/2019
				<b>Check Total:</b>	<b>3,227.11</b>				
MW OH	MIDAMERICA V008972	4Q 2018 401A FEES	395083-6025 Third Party Administration	AP061319	180.00	MAR0000011501		00101516	06/13/2019
				<b>Check Total:</b>	<b>180.00</b>				
MW OH	MOTO UNITED	PD MOTORCYCLE MAINT	103658-6134	AP061319	87.46	303059		00101517	06/13/2019

**City of Placentia  
Check Register  
For 07/01/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V009743		Vehicle Repair & Maintenance						
MW OH	MOTO UNITED V009743	PD MOTORCYCLE MAINT	103658-6134 Vehicle Repair & Maintenance	AP061319	1,640.28	303081		00101517	06/13/2019
				<b>Check Total:</b>	<b>1,727.74</b>				
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	102531-6315 Office Supplies	AP061319	28.66	63332		00101518	06/13/2019
				<b>Check Total:</b>	<b>28.66</b>				
MW OH	ORANGE COUNTY V011002	JAN FACILITY CAPACITY FEES	0044-2037 County Sanitation Dist Fee	AP061319	1,606.00	B19-0070		00101519	06/13/2019
MW OH	ORANGE COUNTY V011002	5% CITY ISSUANCE FEE	100000-4364 Sanitation Collect Fees	AP061319	-80.30	B19-0070		00101519	06/13/2019
MW OH	ORANGE COUNTY V011002	5% CITY ISSUANCE FEE	100000-4364 Sanitation Collect Fees	AP061319	-40.15	B19-0234		00101519	06/13/2019
MW OH	ORANGE COUNTY V011002	FEB FACILITY CAPACITY FEES	0044-2037 County Sanitation Dist Fee	AP061319	803.00	B19-0234		00101519	06/13/2019
MW OH	ORANGE COUNTY V011002	MARCH FACILITY CAPACITY FEES	0044-2037 County Sanitation Dist Fee	AP061319	803.00	B19-0351		00101519	06/13/2019
MW OH	ORANGE COUNTY V011002	5% CITY ISSUANCE FEE	100000-4364 Sanitation Collect Fees	AP061319	-40.15	B19-0351		00101519	06/13/2019
MW OH	ORANGE COUNTY V011002	MARCH FACILITY CAPACITY FEES	0044-2037 County Sanitation Dist Fee	AP061319	4,228.00	B19-0367		00101519	06/13/2019
MW OH	ORANGE COUNTY V011002	5% CITY ISSUANCE FEE	100000-4364 Sanitation Collect Fees	AP061319	-211.40	B19-0367		00101519	06/13/2019
				<b>Check Total:</b>	<b>7,068.00</b>				
MW OH	ORANGE COUNTY SHERIFF'S V003655	FIELD TRAINING OFFICER REG	103041-6250 Staff Training	AP061319	130.00	061319 - IRVINE		00101520	06/13/2019
				<b>Check Total:</b>	<b>130.00</b>				
MW OH	PARKHOUSE TIRE INC V004472	TIRES	103658-6134 Vehicle Repair & Maintenance	AP061319	269.19	1020212223		00101521	06/13/2019

**City of Placentia  
Check Register  
For 07/01/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				<b>Check Total:</b>	<b>269.19</b>				
MW OH	PERRIN, PAUL L V010648	5/29 PRE EMPLOYMENT EXAM	103040-6099 Professional Services	AP061319	225.00	19-12		00101522	06/13/2019
MW OH	PERRIN, PAUL L V010648	6/6 PRE EMPLOYMENT EXAM	103040-6099 Professional Services	AP061319	450.00	19-13		00101522	06/13/2019
				<b>Check Total:</b>	<b>675.00</b>				
MW OH	PLACENTIA CHAMBER OF V000772	PD & FIRE BREAKFAST REG	103040-6245 Meetings & Conferences	AP061319	210.00	11578		00101523	06/13/2019
				<b>Check Total:</b>	<b>210.00</b>				
MW OH	PLACENTIA YORBA LINDA V000794	4/15 EXCURSION TRANSPORTATION	104071-6299 Other Purchased Services	AP061319	272.00	29808		00101524	06/13/2019
				<b>Check Total:</b>	<b>272.00</b>				
MW OH	PRINCIPAL FINANCIAL V000844	APRIL LIFE INSURANCE PREMIUMS	102020-5163 Life Insurance Premiums	AP061319	151.39	124124927000-00		00101525	06/13/2019
MW OH	PRINCIPAL FINANCIAL V000844	APRIL LIFE INSURANCE PREMIUMS	395083-5163 Life Insurance Premiums	AP061319	955.17	124124927000-00		00101525	06/13/2019
MW OH	PRINCIPAL FINANCIAL V000844	APRIL LIFE INSURANCE PREMIUMS	104070-5163 Life Insurance Premiums	AP061319	116.55	124124927000-00		00101525	06/13/2019
MW OH	PRINCIPAL FINANCIAL V000844	APRIL LIFE INSURANCE PREMIUMS	101511-5163 Life Insurance Premiums	AP061319	77.41	124124927000-00		00101525	06/13/2019
MW OH	PRINCIPAL FINANCIAL V000844	APRIL LIFE INSURANCE PREMIUMS	101512-5163 Life Insurance Premiums	AP061319	119.59	124124927000-00		00101525	06/13/2019
MW OH	PRINCIPAL FINANCIAL V000844	APRIL LIFE INSURANCE PREMIUMS	103550-5163 Life Insurance Premiums	AP061319	148.94	124124927000-00		00101525	06/13/2019
MW OH	PRINCIPAL FINANCIAL V000844	APRIL LIFE INSURANCE PREMIUMS	102531-5163 Life Insurance Premiums	AP061319	139.84	124124927000-00		00101525	06/13/2019
MW OH	PRINCIPAL FINANCIAL V000844	APRIL LIFE INSURANCE PREMIUMS	103040-5163 Life Insurance Premiums	AP061319	105.30	124124927000-00		00101525	06/13/2019
				<b>Check Total:</b>	<b>1,814.19</b>				

**City of Placentia  
Check Register  
For 07/01/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	PSYCHOLOGICAL V009259	MAY PRE EMPLOYMENT PSYCH	101512-6099 Professional Services	AP061319	800.00	523654		00101526	06/13/2019
					<b>Check Total:</b>	<b>800.00</b>			
MW OH	PUBLIC AGENCY RISK V009654	AGENCY MEMBERSHIP	101512-6255 Dues & Memberships	AP061319	150.00	097830		00101527	06/13/2019
					<b>Check Total:</b>	<b>150.00</b>			
MW OH	ROY JORGENSEN V008429	PROPERTY ASSESSMENT	784070-6830 Land Acquisition	AP061319	1,872.00	29026000-190501		00101528	06/13/2019
					<b>Check Total:</b>	<b>1,872.00</b>			
MW OH	SAFETY-KLEEN CORP V000959	PARTS CLEANER	103658-6301 Special Department Supplies	AP061319	291.58	79978121		00101529	06/13/2019
					<b>Check Total:</b>	<b>291.58</b>			
MW OH	SAN BERNARDINO COUNTY V005772	CRIME SCENE INVESTIGATION REG	733041-6250 Staff Training	AP061319	495.00	060619 - MILES		00101530	06/13/2019
MW OH	SAN BERNARDINO COUNTY V005772	TRAFFIC COLLISION INVEST REG	733041-6250 Staff Training	AP061319	215.00	060619 - TITUS		00101530	06/13/2019
MW OH	SAN BERNARDINO COUNTY V005772	TRAFFIC COLLISION INVEST REG	733041-6250 Staff Training	AP061319	215.00	060919 -		00101530	06/13/2019
					<b>Check Total:</b>	<b>925.00</b>			
MW OH	SCHMIDT, PAMELA J. V001394	SPRING INSTRUCTOR PAYMENT	104071-6060 Instructional Services	AP061319	95.75	SPRING 2019		00101531	06/13/2019
					<b>Check Total:</b>	<b>95.75</b>			
MW OH	SECO ELECTRIC & LIGHTING V010182	SOLAR LIGHT FIXTURES	103654-6137 Repair Maint/Equipment	AP061319	1,445.29	5389		00101532	06/13/2019
MW OH	SECO ELECTRIC & LIGHTING V010182	INSTALL FACADE LIGHT FIXTURES	302535-6401 Community Programs	AP061319	3,706.68	5420		00101532	06/13/2019
					<b>Check Total:</b>	<b>5,151.97</b>			
MW OH	SIMMONS, PETER V007953	RISER RENTAL REIMBURSEMENT	0044-2063 Placentia Community Chorus	AP061319	115.00	05292019		00101533	06/13/2019

**City of Placentia**  
**Check Register**  
**For 07/01/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				<b>Check Total:</b>	<b>115.00</b>				
MW OH	SMITH, DONNA V001269	SPRING INSTRUCTOR PAYMENT	104071-6060 Instructional Services	AP061319	418.60	SPRING 2019		00101534	06/13/2019
				<b>Check Total:</b>	<b>418.60</b>				
MW OH	SO CAL GAS V000909	APRIL-MAY GAS CHARGES	109595-6340 Natural Gas	AP061319	37.88	052919		00101535	06/13/2019
				<b>Check Total:</b>	<b>37.88</b>				
MW OH	SOUTHERN CALIFORNIA V000910	APRIL-MAY ELECTRICAL CHARGES	109595-6330 / 21010-6330 Electricity	AP061319	214.19	053019		00101536	06/13/2019
MW OH	SOUTHERN CALIFORNIA V000910	APRIL-MAY ELECTRICAL CHARGES	109595-6330 / 21009-6330 Electricity	AP061319	47.36	053019		00101536	06/13/2019
MW OH	SOUTHERN CALIFORNIA V000910	APRIL-MAY ELECTRICAL CHARGES	296561-6330 Electricity	AP061319	187.26	053019		00101536	06/13/2019
MW OH	SOUTHERN CALIFORNIA V000910	APRIL-MAY ELECTRICAL CHARGES	109595-6330 Electricity	AP061319	24,586.16	053019		00101536	06/13/2019
MW OH	SOUTHERN CALIFORNIA V000910	APRIL-MAY ELECTRICAL CHARGES	286560-6330 Electricity	AP061319	32,024.58	053019		00101536	06/13/2019
MW OH	SOUTHERN CALIFORNIA V000910	APRIL-MAY ELECTRICAL CHARGES	109595-6330 / 21008-6330 Electricity	AP061319	3,110.73	053019		00101536	06/13/2019
				<b>Check Total:</b>	<b>60,170.28</b>				
MW OH	SPARKLETTS V000967	MAY SR CENTER WATER SVS	104079-6299 Other Purchased Services	AP061319	324.81	14974536 052919		00101537	06/13/2019
MW OH	SPARKLETTS V000967	APRIL-MAY COFFEE, WATER SVS	109595-6301 Special Department Supplies	AP061319	3,547.44	4106122 051719		00101537	06/13/2019
				<b>Check Total:</b>	<b>3,872.25</b>				
MW OH	SUPERION LLC V005987	4/21-27 CONSULTING SVS	106902-6899 Other Capital Outlay	AP061319	618.75	238017		00101538	06/13/2019
				<b>Check Total:</b>	<b>618.75</b>				
MW OH	THE SAUCE CREATIVE	CONCERT IN THE PARK BANNER	0044-2057	AP061319	162.35	4032		00101539	06/13/2019

**City of Placentia  
Check Register  
For 07/01/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V007476		Cultural Arts						
				<b>Check Total:</b>	<b>162.35</b>				
MW OH	TIAA COMMERCIAL FINANCIAL SERVICES V010867	JUNE PRINTER MANAGEMENT SVS	109595-6137 Repair Maint/Equipment	AP061319	1,802.83	6236894		00101540	06/13/2019
				<b>Check Total:</b>	<b>1,802.83</b>				
MW OH	TIME WARNER CABLE V004450	JUNE EOC INTERNET & CABLE	109595-6215 Telephone	AP061319	596.86	0034466051619		00101541	06/13/2019
MW OH	TIME WARNER CABLE V004450	JUNE 10 MB FIBER SVS	109595-6215 Telephone	AP061319	1,221.39	0347700052519		00101541	06/13/2019
MW OH	TIME WARNER CABLE V004450	JUNE WHITTEN INTERNET	109595-6215 Telephone	AP061319	632.91	0347726052519		00101541	06/13/2019
MW OH	TIME WARNER CABLE V004450	JUNE PW YARD INTERNET	109595-6215 Telephone	AP061319	632.91	0347858052619		00101541	06/13/2019
MW OH	TIME WARNER CABLE V004450	JUNE FRIENDLY CENTER CABLE	504077-6215 Telephone	AP061319	119.99	0431975052119		00101541	06/13/2019
				<b>Check Total:</b>	<b>3,204.06</b>				
MW OH	TODD, LARRY V002103	SPRING INSTRUCTOR PAYMENT	104071-6060 Instructional Services	AP061319	793.80	SPRING 2019		00101542	06/13/2019
				<b>Check Total:</b>	<b>793.80</b>				
MW OH	TRANSUNION RISK & V009317	MAY PD DATABASE TRANSACTIONS	103042-6290 Dept. Contract Services	AP061319	169.00	060119		00101543	06/13/2019
				<b>Check Total:</b>	<b>169.00</b>				
MW OH	TS CARPET & DESIGN V005731	CARPET & INSTALLATION FOR PD	103042-6301 Special Department Supplies	AP061319	3,666.91	1	P11486	00101544	06/13/2019
				<b>Check Total:</b>	<b>3,666.91</b>				
MW OH	TURBO DATA SYSTEMS INC V001238	MAY CITATION PROCESSING SVS	103047-6290 Dept. Contract Services	AP061319	1,668.06	30350	P11364	00101545	06/13/2019
				<b>Check Total:</b>	<b>1,668.06</b>				
MW OH	UNITED STATES POSTAL	POSTAGE - PUBLIC SAFETY #2	101001-6001	AP061319	3,027.46	061319 PERMIT		00101546	06/13/2019

**City of Placentia  
Check Register  
For 07/01/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V001085		Management Consulting Services						
				<b>Check Total:</b>	<b>3,027.46</b>				
MW OH	URBAN ENERGY SOLAR INC80% BLDG PERMIT REFUND V011196		100000-4164 Electrical Permits	AP061319	120.00	B18-1219		00101547	06/13/2019
				<b>Check Total:</b>	<b>120.00</b>				
MW OH	URRUTIA, CLARISSA V011199	DEPOSIT REFUND - BACKS BLDG	100000-4385 Facility Rental	AP061319	150.00	2002521.002		00101548	06/13/2019
				<b>Check Total:</b>	<b>150.00</b>				
MW OH	US BANK PARS #6746022400 V008781	P/E 6/1/19 PD 6/7/19	0050-2131 Employer PARS/ARS Payable	AP061319	81.37	060719A		00101549	06/13/2019
MW OH	US BANK PARS #6746022400 V008781	P/E 6/1/19 PD 6/7/19	0010-2131 Employer PARS/ARS Payable	AP061319	989.86	060719A		00101549	06/13/2019
MW OH	US BANK PARS #6746022400 V008781	P/E 6/1/19 PD 6/7/19	0010-2126 Employee PARS/ARS W/H	AP061319	989.86	060719A		00101549	06/13/2019
MW OH	US BANK PARS #6746022400 V008781	P/E 6/1/19 PD 6/7/19	0050-2126 Employee PARS/ARS W/H	AP061319	81.37	060719A		00101549	06/13/2019
MW OH	US BANK PARS #6746022400 V008781	P/E 6/1/19 PD 6/7/19	0062-2131 Employer PARS/ARS Payable	AP061319	54.13	060719A		00101549	06/13/2019
MW OH	US BANK PARS #6746022400 V008781	P/E 6/1/19 PD 6/7/19	0062-2126 Employee PARS/ARS W/H	AP061319	54.13	060719A		00101549	06/13/2019
MW OH	US BANK PARS #6746022400 V008781	P/E 6/1/19 PD 6/7/19	0061-2131 Employer PARS/ARS Payable	AP061319	46.01	060719A		00101549	06/13/2019
MW OH	US BANK PARS #6746022400 V008781	P/E 6/1/19 PD 6/7/19	0061-2126 Employee PARS/ARS W/H	AP061319	46.01	060719A		00101549	06/13/2019
				<b>Check Total:</b>	<b>2,342.74</b>				
MW OH	V & V MANUFACTURING INC D BADGES V010393		103040-6299 Other Purchased Services	AP061319	99.02	48262		00101550	06/13/2019
MW OH	V & V MANUFACTURING INC D RETIRED BADGES V010393		103040-6299 Other Purchased Services	AP061319	656.52	48265		00101550	06/13/2019

**City of Placentia**  
**Check Register**  
**For 07/01/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	V & V MANUFACTURING IN V010393	ØD BADGES	103040-6299 Other Purchased Services	AP061319	314.41	48266		00101550	06/13/2019
<b>Check Total:</b>					<b>1,069.95</b>				
MW OH	VERIZON WIRELESS V008735	4/21-5/20 PD DEVICES	109595-6215 Telephone	AP061319	2,238.16	9830530811		00101551	06/13/2019
MW OH	VERIZON WIRELESS V008735	4/21-5/20 IPAD CHARGES	109595-6215 Telephone	AP061319	38.01	9830530812		00101551	06/13/2019
MW OH	VERIZON WIRELESS V008735	4/21-5/20 IPAD CHARGES	109595-6215 Telephone	AP061319	356.55	9830530813		00101551	06/13/2019
MW OH	VERIZON WIRELESS V008735	4/21-5/20 COUNCIL IPAD CHARGES	109595-6215 Telephone	AP061319	220.95	9830530814		00101551	06/13/2019
MW OH	VERIZON WIRELESS V008735	MAY KRAEMER PUMP STN FIBER	109595-6215 Telephone	AP061319	19.00	9830535638		00101551	06/13/2019
MW OH	VERIZON WIRELESS V008735	MAY KRAEMER PUMP STN FIBER	109595-6215 / 21009-6215 Telephone	AP061319	19.01	9830535638		00101551	06/13/2019
<b>Check Total:</b>					<b>2,891.68</b>				
MW OH	WEX BANK V007269	MAY PD FUEL CHARGES	103658-6345 Gasoline & Diesel Fuel	AP061319	638.02	59401654		00101552	06/13/2019
<b>Check Total:</b>					<b>638.02</b>				
MW OH	YAMAGUCHI, BRIAN V003248	MAY RESERVE OFFICER STIPEND	103041-5005 / 50065-5005 Salaries/Part-Time	AP061319	200.00	060519		00101553	06/13/2019
<b>Check Total:</b>					<b>200.00</b>				
MW OH	YORBA LINDA WATER V001148	APRIL-MAY WATER CHARGES	109595-6335 Water	AP061319	1,728.10	052719		00101554	06/13/2019
<b>Check Total:</b>					<b>1,728.10</b>				
MW OH	ZAMBRANO, ALEXANDER V010564	6/6 DJ SERVICES	104071-6299 Other Purchased Services	AP061319	200.00	06062019		00101555	06/13/2019
<b>Check Total:</b>					<b>200.00</b>				
MW OH	ZAMBRANO, FELIPE	SUPPLIES REIMBURSEMENT	104071-6301	AP061319	193.50	06102019		00101556	06/13/2019

**City of Placentia  
Check Register  
For 07/01/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
	V003496		Special Department Supplies					
MW OH	ZAMBRANO, FELIPE V003496	SUPPLIES REIMBURSEMENT	104071-6301 Special Department Supplies	AP061319	160.00 642019		00101556	06/13/2019
<b>Check Total:</b>					<b>353.50</b>			
MW OH	CALIFORNIA STATE V004813	PE 6/15/19 PD 6/21/19	0037-2196 Garnishments W/H	PY19013	69.23 2700/1901013		00101557	06/21/2019
MW OH	CALIFORNIA STATE V004813	PE 6/15/19 PD 6/21/19	0010-2196 Garnishments W/H	PY19013	1,268.75 2700/1901013		00101557	06/21/2019
MW OH	CALIFORNIA STATE V004813	PE 6/15/19 PD 6/21/19	0029-2196 Garnishments W/H	PY19013	18.00 2700/1901013		00101557	06/21/2019
MW OH	CALIFORNIA STATE V004813	PE 6/15/19 PD 6/21/19	0048-2196 Garnishments W/H	PY19013	156.46 2700/1901013		00101557	06/21/2019
<b>Check Total:</b>					<b>1,512.44</b>			
MW OH	FRANCHISE TAX BOARD V000404	PE 6/15/19 PD 6/21/19	0029-2196 Garnishments W/H	PY19013	6.00 2710/1901013		00101558	06/21/2019
MW OH	FRANCHISE TAX BOARD V000404	PE 6/15/19 PD 6/21/19	0048-2196 Garnishments W/H	PY19013	6.00 2710/1901013		00101558	06/21/2019
MW OH	FRANCHISE TAX BOARD V000404	PE 6/15/19 PD 6/21/19	0010-2196 Garnishments W/H	PY19013	48.00 2710/1901013		00101558	06/21/2019
<b>Check Total:</b>					<b>60.00</b>			
MW OH	ORANGE COUNTY V000699	PE 6/15/19 PD 6/21/19	0037-2176 PCEA/OCEA Assoc Dues	PY19013	2.40 2610/1901013		00101560	06/21/2019
MW OH	ORANGE COUNTY V000699	PE 6/15/19 PD 6/21/19	0029-2176 PCEA/OCEA Assoc Dues	PY19013	6.74 2610/1901013		00101560	06/21/2019
MW OH	ORANGE COUNTY V000699	PE 6/15/19 PD 6/21/19	0048-2176 PCEA/OCEA Assoc Dues	PY19013	21.62 2610/1901013		00101560	06/21/2019
MW OH	ORANGE COUNTY V000699	PE 6/15/19 PD 6/21/19	0010-2176 PCEA/OCEA Assoc Dues	PY19013	325.18 2610/1901013		00101560	06/21/2019
<b>Check Total:</b>					<b>355.94</b>			

**City of Placentia  
Check Register  
For 07/01/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	PCEA C/O NORTH ORANGE V000679	CRE 6/15/19 PD 6/21/19	0037-2176 PCEA/OCEA Assoc Dues	PY19013	0.25	2615/1901013		00101561	06/21/2019
MW OH	PCEA C/O NORTH ORANGE V000679	CRE 6/15/19 PD 6/21/19	0048-2176 PCEA/OCEA Assoc Dues	PY19013	2.25	2615/1901013		00101561	06/21/2019
MW OH	PCEA C/O NORTH ORANGE V000679	CRE 6/15/19 PD 6/21/19	0010-2176 PCEA/OCEA Assoc Dues	PY19013	33.80	2615/1901013		00101561	06/21/2019
MW OH	PCEA C/O NORTH ORANGE V000679	CRE 6/15/19 PD 6/21/19	0029-2176 PCEA/OCEA Assoc Dues	PY19013	0.70	2615/1901013		00101561	06/21/2019
<b>Check Total:</b>					<b>37.00</b>				
MW OH	PLACENTIA POLICE V003519	PE 6/15/19 PD 6/21/19	0010-2178 Placentia Police Assoc Dues	PY19013	2,126.15	2620/1901013		00101562	06/21/2019
MW OH	PLACENTIA POLICE V003519	PE 6/15/19 PD 6/21/19	0062-2178 Placentia Police Assoc Dues	PY19013	280.21	2620/1901013		00101562	06/21/2019
MW OH	PLACENTIA POLICE V003519	PE 6/15/19 PD 6/21/19	0061-2178 Placentia Police Assoc Dues	PY19013	81.13	2620/1901013		00101562	06/21/2019
MW OH	PLACENTIA POLICE V003519	PE 6/15/19 PD 6/21/19	0076-2178 Placentia Police Assoc Dues	PY19013	4.17	2620/1901013		00101562	06/21/2019
<b>Check Total:</b>					<b>2,491.66</b>				
MW OH	VANTAGEPOINT TRANSFER V007191	PE 6/15/19 PD 6/21/19	0037-2170 Deferred Comp Payable - ICMA	PY19013	8.12	2606/1901013		00101563	06/21/2019
MW OH	VANTAGEPOINT TRANSFER V007191	PE 6/15/19 PD 6/21/19	0029-2170 Deferred Comp Payable - ICMA	PY19013	71.35	2606/1901013		00101563	06/21/2019
MW OH	VANTAGEPOINT TRANSFER V007191	PE 6/15/19 PD 6/21/19	0054-2170 Deferred Comp Payable - ICMA	PY19013	17.40	2606/1901013		00101563	06/21/2019
MW OH	VANTAGEPOINT TRANSFER V007191	PE 6/15/19 PD 6/21/19	0010-2170 Deferred Comp Payable - ICMA	PY19013	2,573.93	2606/1901013		00101563	06/21/2019
MW OH	VANTAGEPOINT TRANSFER V007191	PE 6/15/19 PD 6/21/19	0048-2170 Deferred Comp Payable - ICMA	PY19013	150.95	2606/1901013		00101563	06/21/2019
<b>Check Total:</b>					<b>2,821.75</b>				
MW OH	AFTERMATH SERVICES LLC	HAZ MAT CLEAN-UP PD UNIT 14	103043-6099	AP062019	245.00	JC2019-3483		00101564	06/20/2019

**City of Placentia  
Check Register  
For 07/01/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V009949		Professional Services						
				<b>Check Total:</b>	<b>245.00</b>				
MW OH	AMERICAN PUBLIC WORKS MEMBERSHIP DUES - ESTEVEZ V000041		103593-6255 Dues & Memberships	AP062019	252.50	060419-ESTEVE		00101565	06/20/2019
				<b>Check Total:</b>	<b>252.50</b>				
MW OH	B & M LAWN & GARDEN V000127	EDGER BLADE	103658-6301 Special Department Supplies	AP062019	57.22	440915		00101566	06/20/2019
MW OH	B & M LAWN & GARDEN V000127	CHAIN LOOP	103654-6301 Special Department Supplies	AP062019	107.59	445924		00101566	06/20/2019
				<b>Check Total:</b>	<b>164.81</b>				
MW OH	BEE MAN, THE V000117	BEE SWARM REMOVAL SVS	103654-6290 Dept. Contract Services	AP062019	180.00	102686		00101567	06/20/2019
				<b>Check Total:</b>	<b>180.00</b>				
MW OH	BLODGETT BAYLOSIS V010467	ENVIRONMENTAL CONSULTING SVS	0044-2042 / 45082-2042 Construction Deposits	AP062019	3,550.00	191824		00101568	06/20/2019
				<b>Check Total:</b>	<b>3,550.00</b>				
MW OH	BROTHERS NURSERY INC V011148	SALES TAX	103655-6301 Special Department Supplies	AP062019	35.01	139767A		00101569	06/20/2019
				<b>Check Total:</b>	<b>35.01</b>				
MW OH	BRYTON PRINTING INC V011194	PUBLIC SAFETY MAILER #2	101001-6001 Management Consulting Services	AP062019	3,181.18	15143		00101570	06/20/2019
				<b>Check Total:</b>	<b>3,181.18</b>				
MW OH	CALMAT CO. V010007	ASPHALT	103652-6301 Special Department Supplies	AP062019	385.65	72213662		00101571	06/20/2019
MW OH	CALMAT CO. V010007	ASHALT	103652-6301 Special Department Supplies	AP062019	252.09	72222258		00101571	06/20/2019
				<b>Check Total:</b>	<b>637.74</b>				
MW OH	CALPERS V003986	ARREARS CONTRIBUTION - POINT	103040-5145 Retirement PERS	AP062019	5,749.09	10000001563285		00101572	06/20/2019

**City of Placentia**  
**Check Register**  
**For 07/01/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				<b>Check Total:</b>	<b>5,749.09</b>				
MW OH	CCP INDUSTRIES INC V010526	PW SAFETY SUPPLIES	103652-6301 Special Department Supplies	AP062019	108.62	IN02286917		00101573	06/20/2019
MW OH	CCP INDUSTRIES INC V010526	SAFETY GLOVES	103652-6301 Special Department Supplies	AP062019	168.76	IN02287637		00101573	06/20/2019
				<b>Check Total:</b>	<b>277.38</b>				
MW OH	CDG CONSTRUCTION V011203	SIMMING POOL BOND REFUND	0044-2033 Construction & Demo Deposit	AP062019	100.00	40-19-09		00101574	06/20/2019
				<b>Check Total:</b>	<b>100.00</b>				
MW OH	CITY OF LA HABRA V000600	1/19-3/19 COURT LIAISON SVS	103043-6290 Dept. Contract Services	AP062019	8,316.25	LH 19-303-AR	P11485	00101575	06/20/2019
MW OH	CITY OF LA HABRA V000600	4/19-6/19 COURT LIAISON SVS	103043-6290 Dept. Contract Services	AP062019	8,316.25	LH 19-304-AR	P11485	00101575	06/20/2019
				<b>Check Total:</b>	<b>16,632.50</b>				
MW OH	CIVIL SOURCE INC V010462	MARCH STREET REHAB MGMT SVS	601906-6185 Construction Services	AP062019	7,215.00	122608	P11432	00101576	06/20/2019
MW OH	CIVIL SOURCE INC V010462	APRIL STREET REHAB MGMT SVS	601906-6185 Construction Services	AP062019	12,285.00	125516	P11432	00101576	06/20/2019
				<b>Check Total:</b>	<b>19,500.00</b>				
MW OH	COMMERCIAL AQUATIC V005203	WHITTEN POOL CHEMICALS	103654-6290 Dept. Contract Services	AP062019	243.69	I19-2067		00101577	06/20/2019
MW OH	COMMERCIAL AQUATIC V005203	MAY GOMEZ POOL MAINT	103654-6290 Dept. Contract Services	AP062019	380.54	I19-2511		00101577	06/20/2019
MW OH	COMMERCIAL AQUATIC V005203	MAY WHITTEN POOL MAINT	103654-6290 Dept. Contract Services	AP062019	300.00	I19-2512		00101577	06/20/2019
MW OH	COMMERCIAL AQUATIC V005203	GOMEZ POOL CHEMICALS	103654-6290 Dept. Contract Services	AP062019	409.21	I19-2576		00101577	06/20/2019
MW OH	COMMERCIAL AQUATIC V005203	GOMEZ POOL ADA LIFT	107907-6185 Construction Services	AP062019	4,553.52	I19-2718		00101577	06/20/2019

**City of Placentia**  
**Check Register**  
**For 07/01/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
					<b>Check Total:</b>	<b>5,886.96</b>			
MW OH	CONVERSE CONSULTANTS V005996	SOIL VAPOR SCREENING FEE ANA	784070-6830 Land Acquisition	AP062019	12,885.38	19-42112-02-01		00101578	06/20/2019
MW OH	CONVERSE CONSULTANTS V005996	SOIL VAPOR SCREENING MONROE	784070-6830 Land Acquisition	AP062019	11,261.98	19-42112-05-01		00101578	06/20/2019
					<b>Check Total:</b>	<b>24,147.36</b>			
MW OH	COUNTY OF ORANGE V008881	MAY CLETS/LIVESCAN SVS	103043-6099 Professional Services	AP062019	1,104.51	SH 53308	P11450	00101579	06/20/2019
					<b>Check Total:</b>	<b>1,104.51</b>			
MW OH	COUNTY OF ORANGE V000715	APRIL-JUNE 800MHZ COSTS	673043-6137 Repair Maint/Equipment	AP062019	10,322.00	SC11628	P11385	00101580	06/20/2019
MW OH	COUNTY OF ORANGE V000715	JAN-MAR 8000MHZ FIXED COST	673043-6137 Repair Maint/Equipment	AP062019	5,862.25	SC11589	P11468	00101580	06/20/2019
					<b>Check Total:</b>	<b>16,184.25</b>			
MW OH	DEPARTMENT OF JUSTICE V000213	MAY LIVESCAN PROCESSING	0044-2053 DOJ Livescan	AP062019	192.00	378393		00101581	06/20/2019
MW OH	DEPARTMENT OF JUSTICE V000213	MAY LIVESCAN PROCESSING	0044-2054 FBI Livescan	AP062019	85.00	378393		00101581	06/20/2019
MW OH	DEPARTMENT OF JUSTICE V000213	MAY LIVESCAN PROCESSING	101512-6099 Professional Services	AP062019	543.00	378393		00101581	06/20/2019
					<b>Check Total:</b>	<b>820.00</b>			
MW OH	DUDEK & ASSOCIATES INC V004114	APR SEWER ENGINEERING SVS	713811-6185 Construction Services	AP062019	7,276.60	20192756	P11429	00101582	06/20/2019
					<b>Check Total:</b>	<b>7,276.60</b>			
MW OH	EMPIRE MEDIA V010651	MARCH MEDIA PRODUCTION SVS	101573-6099 Professional Services	AP062019	3,925.00	0074	P11370	00101583	06/20/2019
					<b>Check Total:</b>	<b>3,925.00</b>			
MW OH	ENTERPRISE FLEET V003312	TOLL ROAD CREDIT	103042-6165 / 50070-6165 Vehicle Rental	AP062019	-309.30	FBN3698515	P11371	00101584	06/20/2019

**City of Placentia**  
**Check Register**  
**For 07/01/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	ENTERPRISE FLEET V003312	MAY PD VEHICLE LEASE PMT	103042-6165 / 50070-6165 Vehicle Rental	AP062019	5,438.04	FBN3698515	P11371	00101584	06/20/2019
					<b>Check Total:</b>	<b>5,128.74</b>			
MW OH	FACTORY MOTOR PARTS V010842	BRAKE PADS	103658-6134 Vehicle Repair & Maintenance	AP062019	52.17	102-076287		00101585	06/20/2019
MW OH	FACTORY MOTOR PARTS V010842	BRAKE PEDALS	103658-6134 Vehicle Repair & Maintenance	AP062019	24.32	12-3128468		00101585	06/20/2019
					<b>Check Total:</b>	<b>76.49</b>			
MW OH	FIFTH AVENUE CLEANERS V010431	MAY PD DRY CLEANING SVS	103040-6290 Dept. Contract Services	AP062019	485.33	MAY 19		00101586	06/20/2019
					<b>Check Total:</b>	<b>485.33</b>			
MW OH	FIS V008518	APRIL B/L INTERCHANGE FEES	102020-6025 Third Party Administration	AP062019	6.62	34499993		00101587	06/20/2019
					<b>Check Total:</b>	<b>6.62</b>			
MW OH	GARZA, FRANK V009321	PD TRAINING MEALS,MILEAGE	733041-6250 Staff Training	AP062019	480.46	FG631419MM		00101588	06/20/2019
					<b>Check Total:</b>	<b>480.46</b>			
MW OH	GLASBY MAINT. SUPPLY V000445	COTRASH LINERS	103654-6301 Special Department Supplies	AP062019	77.06	296519A		00101589	06/20/2019
					<b>Check Total:</b>	<b>77.06</b>			
MW OH	GOLDEN STATE WATER V000928	APRIL-JUNE WATER CHARGES	109595-6335 Water	AP062019	4,395.60	060619		00101590	06/20/2019
					<b>Check Total:</b>	<b>4,395.60</b>			
MW OH	GOOD TIMES TRAVEL INC V010819	5/30 EXCURSION	0044-2056 CS Good Times Travel Deposits	AP062019	888.00	CP053019		00101591	06/20/2019
					<b>Check Total:</b>	<b>888.00</b>			
MW OH	GST V009410	MAY IT SERVICES & MAINT	101523-6290 Dept. Contract Services	AP062019	8,278.00	INV34827	P11379	00101592	06/20/2019
					<b>Check Total:</b>	<b>8,278.00</b>			

**City of Placentia  
Check Register  
For 07/01/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	HADLEY TOW V010433	APRIL TOWING FEES	103047-6181 Towing Services	AP062019	101.75	117381		00101593	06/20/2019
MW OH	HADLEY TOW V010433	APRIL TOWING FEES	103047-6181 Towing Services	AP062019	185.00	117501		00101593	06/20/2019
MW OH	HADLEY TOW V010433	APRIL TOWING FEES	103047-6181 Towing Services	AP062019	185.00	117747		00101593	06/20/2019
MW OH	HADLEY TOW V010433	APRIL TOWING FEES	103047-6181 Towing Services	AP062019	101.75	118339		00101593	06/20/2019
MW OH	HADLEY TOW V010433	APRIL TOWING FEES	103047-6181 Towing Services	AP062019	185.00	118377		00101593	06/20/2019
MW OH	HADLEY TOW V010433	APRIL TOWING FEES	103047-6181 Towing Services	AP062019	185.00	118500		00101593	06/20/2019
MW OH	HADLEY TOW V010433	JAN TOWING FEES	103047-6181 Towing Services	AP062019	101.75	99998		00101593	06/20/2019
<b>Check Total:</b>					<b>1,045.25</b>				
MW OH	HALO CONFIDENTIAL V008544	MAY PD BACKGROUND CHECKS	103040-6290 Dept. Contract Services	AP062019	10,531.50	0126	P11363	00101594	06/20/2019
MW OH	HALO CONFIDENTIAL V008544	JUNE PD BACKGROUND CHECKS	103040-6290 Dept. Contract Services	AP062019	6,678.50	0128	P11363	00101594	06/20/2019
MW OH	HALO CONFIDENTIAL V008544	MAY PD TRAINING MGMT SVS	103040-6290 Dept. Contract Services	AP062019	2,462.50	0129T	P11363	00101594	06/20/2019
<b>Check Total:</b>					<b>19,672.50</b>				
MW OH	HINDERLITER DE LLAMAS & V000465	SALES TAX AUDIT SERVICES	102020-6099 Professional Services	AP062019	2,916.57	0031386-IN		00101595	06/20/2019
<b>Check Total:</b>					<b>2,916.57</b>				
MW OH	HOUSTON & HARRIS PCS INC V010110	6 EMERGENCY SEWER MAINT	484356-6120 R & M/Sewer & Storm Drain	AP062019	1,202.80	19-21921	P11419	00101596	06/20/2019
<b>Check Total:</b>					<b>1,202.80</b>				
MW OH	HR GREEN PACIFIC INC	MAY ON CALL PLAN CHECK SVS	103551-6099	AP062019	3,457.50	127119		00101597	06/20/2019

**City of Placentia  
Check Register  
For 07/01/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010735		Professional Services						
				<b>Check Total:</b>	<b>3,457.50</b>				
MW OH	ICMA RETIREMENT TRUST V010029	P/E 6/15/19 PD 6/21/19	0048-2170 Deferred Comp Payable - ICMA	AP062019	172.00	062119A		00101598	06/20/2019
MW OH	ICMA RETIREMENT TRUST V010029	P/E 6/15/19 PD 6/21/19	0010-2170 Deferred Comp Payable - ICMA	AP062019	1,580.59	062119A		00101598	06/20/2019
MW OH	ICMA RETIREMENT TRUST V010029	P/E 6/15/19 PD 6/21/19	0054-2170 Deferred Comp Payable - ICMA	AP062019	54.94	062119A		00101598	06/20/2019
MW OH	ICMA RETIREMENT TRUST V010029	P/E 6/15/19 PD 6/21/19	0029-2170 Deferred Comp Payable - ICMA	AP062019	52.00	062119A		00101598	06/20/2019
MW OH	ICMA RETIREMENT TRUST V010029	P/E 6/15/19 PD 6/21/19	0037-2170 Deferred Comp Payable - ICMA	AP062019	60.00	062119A		00101598	06/20/2019
				<b>Check Total:</b>	<b>1,919.53</b>				
MW OH	INTERPRETERS UNLIMITED V011205	EQUIPMENT RENTAL	101511-6001 Management Consulting Services	AP062019	825.00	190564		00101599	06/20/2019
MW OH	INTERPRETERS UNLIMITED V011205	5/15 TRANSLATION SERVICES	101511-6001 Management Consulting Services	AP062019	360.00	191320		00101599	06/20/2019
MW OH	INTERPRETERS UNLIMITED V011205	6/4 TRANSLATION SERVICES	102534-6099 Professional Services	AP062019	460.60	194248		00101599	06/20/2019
MW OH	INTERPRETERS UNLIMITED V011205	6/4 TRANSLATION SERVICES	102534-6099 Professional Services	AP062019	402.50	194249		00101599	06/20/2019
MW OH	INTERPRETERS UNLIMITED V011205	5/21 TRANSLATION SERVICES	102534-6099 Professional Services	AP062019	825.00	194250		00101599	06/20/2019
MW OH	INTERPRETERS UNLIMITED V011205	5/21 TRANSLATION SERVICES	102534-6099 Professional Services	AP062019	805.00	194251		00101599	06/20/2019
				<b>Check Total:</b>	<b>3,678.10</b>				
MW OH	JOHN HANCOCK USA-PARS V010625	PARS-FT P/E 6/15 PD 6/21	0048-2131 Employer PARS/ARS Payable	AP062019	286.45	062119A		00101600	06/20/2019
MW OH	JOHN HANCOCK USA-PARS	PARS-FT P/E 6/15 PD 6/21	0037-2131	AP062019	195.97	062119A		00101600	06/20/2019

**City of Placentia  
Check Register  
For 07/01/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010625		Employer PARS/ARS Payable						
MW OH	JOHN HANCOCK USA-PARS V010625	PARS-FT P/E 6/15 PD 6/21	0054-2131 Employer PARS/ARS Payable	AP062019	113.79	062119A		00101600	06/20/2019
MW OH	JOHN HANCOCK USA-PARS V010625	PARS-FT P/E 6/15 PD 6/21	0010-2131 Employer PARS/ARS Payable	AP062019	1,267.13	062119A		00101600	06/20/2019
MW OH	JOHN HANCOCK USA-PARS V010625	PARS-FT P/E 6/15 PD 6/21	0029-2131 Employer PARS/ARS Payable	AP062019	81.09	062119A		00101600	06/20/2019
<b>Check Total:</b>					<b>1,944.43</b>				
MW OH	JOHN L HUNTER & V009056	MARCH NPDES CONSULTING SVS	103593-6099 Professional Services	AP062019	5,362.50	PLANP0319	P11443	00101601	06/20/2019
MW OH	JOHN L HUNTER & V009056	APRIL NPDES CONSULTING SVS	103593-6099 Professional Services	AP062019	6,143.75	PLANP0419	P11443	00101601	06/20/2019
<b>Check Total:</b>					<b>11,506.25</b>				
MW OH	JONES & MAYER V009822	LEGAL SERVICES	109595-6999 Other Expenditure	AP062019	4,587.50	92278	P11460	00101602	06/20/2019
MW OH	JONES & MAYER V009822	LEGAL SERVICES	109595-6999 Other Expenditure	AP062019	7,083.33	91996	P11502	00101602	06/20/2019
MW OH	JONES & MAYER V009822	LEGAL SERVICES	109595-6999 Other Expenditure	AP062019	7,083.33	92158	P11502	00101602	06/20/2019
<b>Check Total:</b>					<b>18,754.16</b>				
MW OH	KEYSTONE UNIFORMS V009178	PD VIP UNIFORM - PAHL	103041-6360 / 50130-6360 Uniforms	AP062019	42.56	700032550		00101603	06/20/2019
<b>Check Total:</b>					<b>42.56</b>				
MW OH	KOSMONT COMPANIES V006131	MAY CONSULTING SVS	547525-6099 Professional Services	AP062019	158.60	1502.9 048	P11396	00101604	06/20/2019
<b>Check Total:</b>					<b>158.60</b>				
MW OH	LEGAL SHIELD V008104	MAY LEGAL SERVICES	0010-2192 Police Legal Services	AP062019	119.57	060519A		00101605	06/20/2019
MW OH	LEGAL SHIELD	MAY LEGAL SERVICES	0076-2192	AP062019	0.50	060519A		00101605	06/20/2019

**City of Placentia**  
**Check Register**  
**For 07/01/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V008104		Police Legal Services						
MW OH	LEGAL SHIELD V008104	MAY LEGAL SERVICES	0062-2192 Police Legal Services	AP062019	8.78	060519A		00101605	06/20/2019
MW OH	LEGAL SHIELD V008104	MAY LEGAL SERVICES	0048-2192 Police Legal Services	AP062019	25.39	060519A		00101605	06/20/2019
MW OH	LEGAL SHIELD V008104	MAY LEGAL SERVICES	0029-2192 Police Legal Services	AP062019	5.16	060519A		00101605	06/20/2019
<b>Check Total:</b>					<b>159.40</b>				
MW OH	MAILFINANCE V008685	4/5-7/4 POSTAGE MACHINE LEASE	109595-6175 Office Equipment Rental	AP062019	1,569.84	N7757837		00101606	06/20/2019
<b>Check Total:</b>					<b>1,569.84</b>				
MW OH	MC FADDEN-DALE V000635	PW SUPPLIES	103654-6301 Special Department Supplies	AP062019	26.46	371705/5		00101607	06/20/2019
MW OH	MC FADDEN-DALE V000635	VEHICLE PARTS	103658-6301 Special Department Supplies	AP062019	42.45	374889/5		00101607	06/20/2019
MW OH	MC FADDEN-DALE V000635	PW SUPPLIES	103654-6301 Special Department Supplies	AP062019	41.46	374902/5		00101607	06/20/2019
<b>Check Total:</b>					<b>110.37</b>				
MW OH	MINUTEMAN V007449	PRINTING SVS - BANNER, MAPS	504070-6290 Dept. Contract Services	AP062019	1,355.02	34971		00101608	06/20/2019
<b>Check Total:</b>					<b>1,355.02</b>				
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103650-6315 Office Supplies	AP062019	39.84	62025		00101609	06/20/2019
MW OH	OFFICE INDUSTRIES V007477	PAPER	109595-6315 Office Supplies	AP062019	202.09	62781		00101609	06/20/2019
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103650-6315 Office Supplies	AP062019	38.91	63013		00101609	06/20/2019
MW OH	OFFICE INDUSTRIES V007477	PAPER	109595-6315 Office Supplies	AP062019	210.21	63105		00101609	06/20/2019

**City of Placentia  
Check Register  
For 07/01/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103652-6301 Special Department Supplies	AP062019	15.36	63140		00101609	06/20/2019
MW OH	OFFICE INDUSTRIES V007477	PAPER	109595-6315 Office Supplies	AP062019	162.52	63341		00101609	06/20/2019
MW OH	OFFICE INDUSTRIES V007477	PAPER	109595-6315 Office Supplies	AP062019	80.00	63351		00101609	06/20/2019
<b>Check Total:</b>					<b>748.93</b>				
MW OH	OSTS INC V009790	DEFENSIVE DRIVER CLASSES	101512-6250 Staff Training	AP062019	2,600.00	50385		00101610	06/20/2019
<b>Check Total:</b>					<b>2,600.00</b>				
MW OH	PERIMETER PROTECTION V011153	JUNE GOMEZ SECURITY SVS	104070-6299 Other Purchased Services	AP062019	220.00	04242019		00101611	06/20/2019
MW OH	PERIMETER PROTECTION V011153	MAY-JUNE SECURITY MONITORING	104071-6299 Other Purchased Services	AP062019	270.00	06042019		00101611	06/20/2019
MW OH	PERIMETER PROTECTION V011153	TEEN CENTER SECURITY SVS	104070-6299 Other Purchased Services	AP062019	6,995.00	06042019	P11497	00101611	06/20/2019
<b>Check Total:</b>					<b>7,485.00</b>				
MW OH	PLACENTIA COMMUNITY V006797	ANNUAL EVENT CONTRIBUTION	0044-2068 Placentia Community Foundation	AP062019	10,000.00	06172019		00101612	06/20/2019
<b>Check Total:</b>					<b>10,000.00</b>				
MW OH	PLACENTIA, CITY OF V000778	MAY DENTAL CLAIMS	395083-5130 Dental Claim	AP062019	12,504.64	MAY 2019		00101613	06/20/2019
<b>Check Total:</b>					<b>12,504.64</b>				
MW OH	PLACENTIA, CITY OF V000782	MAY WORKERS' COMP CLAIMS	404580-5165 Workers' Compensation Claims	AP062019	3,946.72	050919-051019		00101614	06/20/2019
MW OH	PLACENTIA, CITY OF V000782	MAY WORKERS' COMP CLAIMS	404580-5165 Workers' Compensation Claims	AP062019	3,246.41	052319-052419		00101614	06/20/2019
MW OH	PLACENTIA, CITY OF V000782	MAY WORKERS' COMP CLAIMS	404580-5165 Workers' Compensation Claims	AP062019	761.25	053019-053119		00101614	06/20/2019

**City of Placentia**  
**Check Register**  
**For 07/01/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
					<b>Check Total:</b>	<b>7,954.38</b>			
MW OH	PRINCIPAL FINANCIAL V000844	MAY LIFE INSURANCE PREMIUMS	102531-5163 Life Insurance Premiums	AP062019	139.84	124125928000-00		00101615	06/20/2019
MW OH	PRINCIPAL FINANCIAL V000844	MAY LIFE INSURANCE PREMIUMS	395083-5163 Life Insurance Premiums	AP062019	955.17	124125928000-00		00101615	06/20/2019
MW OH	PRINCIPAL FINANCIAL V000844	MAY LIFE INSURANCE PREMIUMS	103040-5163 Life Insurance Premiums	AP062019	105.30	124125928000-00		00101615	06/20/2019
MW OH	PRINCIPAL FINANCIAL V000844	MAY LIFE INSURANCE PREMIUMS	103550-5163 Life Insurance Premiums	AP062019	148.94	124125928000-00		00101615	06/20/2019
MW OH	PRINCIPAL FINANCIAL V000844	MAY LIFE INSURANCE PREMIUMS	101511-5163 Life Insurance Premiums	AP062019	77.41	124125928000-00		00101615	06/20/2019
MW OH	PRINCIPAL FINANCIAL V000844	MAY LIFE INSURANCE PREMIUMS	101512-5163 Life Insurance Premiums	AP062019	119.59	124125928000-00		00101615	06/20/2019
MW OH	PRINCIPAL FINANCIAL V000844	MAY LIFE INSURANCE PREMIUMS	102020-5163 Life Insurance Premiums	AP062019	151.39	124125928000-00		00101615	06/20/2019
MW OH	PRINCIPAL FINANCIAL V000844	MAY LIFE INSURANCE PREMIUMS	104070-5163 Life Insurance Premiums	AP062019	116.55	124125928000-00		00101615	06/20/2019
					<b>Check Total:</b>	<b>1,814.19</b>			
MW OH	RELIANCE STANDARD LIFE V008214	MAY GL INSURANCE PREMIUM	109595-5169 STD Ins Premium	AP062019	3,110.04	GL149668		00101616	06/20/2019
MW OH	RELIANCE STANDARD LIFE V008214	MAY LTD INSURANCE PREMIUM	109595-5169 STD Ins Premium	AP062019	2,123.63	LTD 122921		00101616	06/20/2019
MW OH	RELIANCE STANDARD LIFE V008214	MAY STD INSURANCE PREMIUM	109595-5169 STD Ins Premium	AP062019	2,715.50	STD 163669		00101616	06/20/2019
					<b>Check Total:</b>	<b>7,949.17</b>			
MW OH	REPUBLIC WASTE SERVICES V007205	MAY REFUSE COLLECTION SVS	374386-6101 Disposal	AP062019	228,346.22	676-003700123	P11418	00101617	06/20/2019
					<b>Check Total:</b>	<b>228,346.22</b>			
MW OH	ROTO-ROOTER	HYDO-JET SVS @ ARROYO VERDE	103655-6130	AP062019	599.98	AN235190		00101618	06/20/2019

**City of Placentia  
Check Register  
For 07/01/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000894		Repair & Maint/Facilities						
				<b>Check Total:</b>	<b>599.98</b>				
MW OH	RP LAURAIN & ASSOCIATES V010868	APPRAISAL REPORT 731 MELROSE	784070-6830 Land Acquisition	AP062019	5,500.00	9637		00101619	06/20/2019
				<b>Check Total:</b>	<b>5,500.00</b>				
MW OH	SA AQUATICS V002842	MAY FOUNTAIN MAINT	103654-6290 / 21008-6290 Dept. Contract Services	AP062019	142.50	205022		00101620	06/20/2019
MW OH	SA AQUATICS V002842	MAY FOUNTAIN MAINT	103654-6290 Dept. Contract Services	AP062019	142.50	205022		00101620	06/20/2019
				<b>Check Total:</b>	<b>285.00</b>				
MW OH	SAGECREST PLANNING AND V010576	MAY PLAN CHECK SVS	102532-6290 Dept. Contract Services	AP062019	6,228.00	1411	P11447	00101621	06/20/2019
				<b>Check Total:</b>	<b>6,228.00</b>				
MW OH	SHADER, RHONDA V010255	ICSC CONF REIMBURSEMENT	101001-6245 Meetings & Conferences	AP062019	79.02	061719		00101622	06/20/2019
				<b>Check Total:</b>	<b>79.02</b>				
MW OH	SO CAL LAND MAINTENANCE V011102	MAY PARK MAINT SVS	103655-6115 Landscaping	AP062019	17,883.09	8255	P11483	00101623	06/20/2019
				<b>Check Total:</b>	<b>17,883.09</b>				
MW OH	SOUTHERN CALIFORNIA V000910	MAY-JUNE ELECTRICAL CHARGES	296561-6330 Electricity	AP062019	1,113.49	052419		00101624	06/20/2019
MW OH	SOUTHERN CALIFORNIA V000910	MAY-JUNE ELECTRICAL CHARGES	109595-6330 / 21012-6330 Electricity	AP062019	15.67	052419		00101624	06/20/2019
MW OH	SOUTHERN CALIFORNIA V000910	MAY-JUNE ELECTRICAL CHARGES	109595-6330 Electricity	AP062019	3,682.11	052419		00101624	06/20/2019
MW OH	SOUTHERN CALIFORNIA V000910	MAY-JUNE ELECTRICAL CHARGES	109595-6330 / 21011-6330 Electricity	AP062019	111.15	052419		00101624	06/20/2019
MW OH	SOUTHERN CALIFORNIA V000910	MAY-JUNE ELECTRICAL CHARGES	109595-6330 / 21009-6330 Electricity	AP062019	48.48	052419		00101624	06/20/2019

**City of Placentia**  
**Check Register**  
**For 07/01/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				<b>Check Total:</b>	<b>4,970.90</b>				
MW OH	SPECTOR, ALANA V011204	SUPPLIES REIMBURSEMENT	102534-6230 Printing & Binding	AP062019	84.69	061919		00101625	06/20/2019
				<b>Check Total:</b>	<b>84.69</b>				
MW OH	SUPERION LLC V005987	3/17-4/6 BI-TECH UPGRADE	106902-6899 Other Capital Outlay	AP062019	5,780.00	233052	P11446	00101626	06/20/2019
MW OH	SUPERION LLC V005987	4/14-20 BI-TECH UPGRADE SVS	106902-6899 Other Capital Outlay	AP062019	160.00	239294	P11446	00101626	06/20/2019
				<b>Check Total:</b>	<b>5,940.00</b>				
MW OH	SUPERIOR V011202	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP062019	100.00	30-19-089		00101627	06/20/2019
				<b>Check Total:</b>	<b>100.00</b>				
MW OH	TALX UC eXpress V002944	UNEMPLOYMENT CLAIMS MGMNT	404581-6025 Third Party Administration	AP062019	303.88	2496236		00101628	06/20/2019
				<b>Check Total:</b>	<b>303.88</b>				
MW OH	TEAM ONE MANAGEMENT V010070	APRIL PARKS JANITORIAL SVS	103655-6290 Dept. Contract Services	AP062019	4,337.50	36	P11381	00101629	06/20/2019
MW OH	TEAM ONE MANAGEMENT V010070	MAY PARKS JANITORIAL SVS	103655-6290 Dept. Contract Services	AP062019	4,337.50	37	P11381	00101629	06/20/2019
				<b>Check Total:</b>	<b>8,675.00</b>				
MW OH	THE SAUCE CREATIVE V007476	HERITAGE SPONSOR FLYERS	104071-6301 Special Department Supplies	AP062019	248.13	3274		00101630	06/20/2019
MW OH	THE SAUCE CREATIVE V007476	REC EMPLOYEMENT FLYERS	104071-6230 Printing & Binding	AP062019	75.00	3363		00101630	06/20/2019
				<b>Check Total:</b>	<b>323.13</b>				
MW OH	TOM DODSON & ASSOCIATE V009472	APRIL CEQA SUPPORT SERVICES	749822-6017 Special Studies	AP062019	6,795.00	PLA88 19-3	P11391	00101631	06/20/2019
				<b>Check Total:</b>	<b>6,795.00</b>				
MW OH	TRAFFIC MANAGEMENT	PAINT	103652-6301	AP062019	354.15	513656		00101632	06/20/2019

**City of Placentia  
Check Register  
For 07/01/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V008463		Special Department Supplies						
MW OH	TRAFFIC MANAGEMENT V008463	PAINT, STENCIL	103652-6301 Special Department Supplies	AP062019	297.75	515437		00101632	06/20/2019
					<b>Check Total:</b>	<b>651.90</b>			
MW OH	TRILLIUM CNG (1720) V007952	CNG FUEL	103658-6345 Gasoline & Diesel Fuel	AP062019	53.99	19587955		00101633	06/20/2019
					<b>Check Total:</b>	<b>53.99</b>			
MW OH	UNDERGROUND SERVICE V010637	JUNE REGULATORY FEES	484356-6301 Special Department Supplies	AP062019	57.07	18DSBFEE2826		00101634	06/20/2019
MW OH	UNDERGROUND SERVICE V010637	JUNE DIG ALERT SVS	484356-6301 Special Department Supplies	AP062019	113.95	520190524		00101634	06/20/2019
					<b>Check Total:</b>	<b>171.02</b>			
MW OH	US BANK PARS #6746022400 V008781	P/E 6/15/19 PD 6/21/19	0010-2126 Employee PARS/ARS W/H	AP062019	1,217.38	062119A		00101635	06/20/2019
MW OH	US BANK PARS #6746022400 V008781	P/E 6/15/19 PD 6/21/19	0010-2131 Employer PARS/ARS Payable	AP062019	1,217.38	062119A		00101635	06/20/2019
MW OH	US BANK PARS #6746022400 V008781	P/E 6/15/19 PD 6/21/19	0050-2131 Employer PARS/ARS Payable	AP062019	137.46	062119A		00101635	06/20/2019
MW OH	US BANK PARS #6746022400 V008781	P/E 6/15/19 PD 6/21/19	0050-2126 Employee PARS/ARS W/H	AP062019	137.46	062119A		00101635	06/20/2019
MW OH	US BANK PARS #6746022400 V008781	P/E 6/15/19 PD 6/21/19	0062-2131 Employer PARS/ARS Payable	AP062019	72.30	062119A		00101635	06/20/2019
MW OH	US BANK PARS #6746022400 V008781	P/E 6/15/19 PD 6/21/19	0062-2126 Employee PARS/ARS W/H	AP062019	72.30	062119A		00101635	06/20/2019
MW OH	US BANK PARS #6746022400 V008781	P/E 6/15/19 PD 6/21/19	0061-2131 Employer PARS/ARS Payable	AP062019	85.39	062119A		00101635	06/20/2019
MW OH	US BANK PARS #6746022400 V008781	P/E 6/15/19 PD 6/21/19	0061-2126 Employee PARS/ARS W/H	AP062019	85.39	062119A		00101635	06/20/2019
					<b>Check Total:</b>	<b>3,025.06</b>			

**City of Placentia  
Check Register  
For 07/01/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	V & V MANUFACTURING INC V010393	ØD CHALLENGE COINS	103041-6301 Special Department Supplies	AP062019	3,167.00	48283		00101636	06/20/2019
					<b>Check Total:</b>	<b>3,167.00</b>			
MW OH	VERIZON WIRELESS- VSAT V010521	PHONE RECORDS FOR DR 09-3263	103042-6290 Dept. Contract Services	AP062019	308.00	1904188473		00101637	06/20/2019
					<b>Check Total:</b>	<b>308.00</b>			
MW OH	WATERLOGIC AMERICAS LLC V010708	ØNE PD WATER SERVICE	103041-6301 Special Department Supplies	AP062019	225.20	173392		00101638	06/20/2019
					<b>Check Total:</b>	<b>225.20</b>			
MW OH	WAXIE SANITARY SUPPLY V001132	JANITORIAL SUPPLIES	103654-6301 Special Department Supplies	AP062019	287.76	78328561		00101639	06/20/2019
					<b>Check Total:</b>	<b>287.76</b>			
MW OH	WEST COAST ARBORISTS INC V001124	Ø1-15 TREE MAINT	103655-6116 Tree Maintenance	AP062019	1,569.00	148284	P11372	00101640	06/20/2019
					<b>Check Total:</b>	<b>1,569.00</b>			
MW OH	WEST COAST LIGHTS & SIRENS V006106	INSTALL EQUIPMENT IN K9 UNIT	613041-6842 Vehicles	AP062019	16,769.69	18451	P11466	00101641	06/20/2019
					<b>Check Total:</b>	<b>16,769.69</b>			
MW OH	WESTERN TRANSIT V008280	MAY SR. TRANSPORTATION SVS	184071-6401 / 79538-6401 Community Programs	AP062019	4,090.94	2.3035	P11404	00101642	06/20/2019
MW OH	WESTERN TRANSIT V008280	MAY SR. TRANSPORTATION SVS	194315-6401 Community Programs	AP062019	1,022.74	2.3035	P11404	00101642	06/20/2019
					<b>Check Total:</b>	<b>5,113.68</b>			
MW OH	WILLDAN FINANCIAL V005723	ARBITRAGE FEES	102020-6099 Professional Services	AP062019	2,300.00	010-41479		00101643	06/20/2019
					<b>Check Total:</b>	<b>2,300.00</b>			
MW OH	WM CURBSIDE INC V000230	MAY USED OIL PICK-UP	374386-6285 Hazardous Materials Disposal	AP062019	100.00	0000869-4793-4		00101644	06/20/2019
					<b>Check Total:</b>	<b>100.00</b>			

**City of Placentia  
Check Register  
For 07/01/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	YORBA LINDA WATER V001148	APRIL-MAY WATER CHARGES	109595-6335 Water	AP062019	827.95	052019		00101645	06/20/2019
MW OH	YORBA LINDA WATER V001148	MAY-JUNE WATER CHARGES	109595-6335 Water	AP062019	713.15	061719		00101645	06/20/2019
				<b>Check Total:</b>	<b>1,541.10</b>				
MW OH	YORBA REGIONAL ANIMAL MEDICAL CARE FOR K9 ACE V008472		103041-6301 Special Department Supplies	AP062019	446.35	711510078		00101646	06/20/2019
				<b>Check Total:</b>	<b>446.35</b>				
MW OH	ADMINSURE V004980	JUNE WORKERS' COMP CLAIMS	404580-6025 Third Party Administration	AP062719	3,070.08	12083		00101647	06/27/2019
				<b>Check Total:</b>	<b>3,070.08</b>				
MW OH	ALL CITY MANAGEMENT V000005	5/19-6/1 CROSSING GUARD SVS	103047-6290 Dept. Contract Services	AP062719	3,053.93	62019	P11361	00101648	06/27/2019
				<b>Check Total:</b>	<b>3,053.93</b>				
MW OH	AMERICAN OFFICE V009212	DETECTIVE BUREAU FURNITURE	103042-6301 Special Department Supplies	AP062719	1,782.94	10984		00101649	06/27/2019
MW OH	AMERICAN OFFICE V009212	DETECTIVE BUREAU FURNITURE	103042-6301 Special Department Supplies	AP062719	8,879.38	10783A	P11463	00101649	06/27/2019
MW OH	AMERICAN OFFICE V009212	DETECTIVE BUREAU DESKS	103042-6301 Special Department Supplies	AP062719	3,575.24	10957	P11500	00101649	06/27/2019
				<b>Check Total:</b>	<b>14,237.56</b>				
MW OH	ASSOCIATE ELECTRIC V011208	80% BLDG PERMIT REFUND	100000-4164 Electrical Permits	AP062719	120.00	B18-0806		00101650	06/27/2019
				<b>Check Total:</b>	<b>120.00</b>				
MW OH	AT & T V008736	JUNE TEEN CENTER INTERNET	109595-6215 Telephone	AP062719	31.17	JUNE T/C 19		00101651	06/27/2019
				<b>Check Total:</b>	<b>31.17</b>				
MW OH	AT&T V004144	APRIL-JUNE PHONE CHARGES	109595-6215 / 21009-6215 Telephone	AP062719	10.32	052519		00101652	06/27/2019

**City of Placentia  
Check Register  
For 07/01/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	AT&T V004144	APRIL-JUNE PHONE CHARGES	109595-6215 Telephone	AP062719	2,113.70	052519		00101652	06/27/2019
MW OH	AT&T V004144	APRIL-JUNE PHONE CHARGES	296561-6215 Telephone	AP062719	571.93	052519		00101652	06/27/2019
<b>Check Total:</b>					<b>2,695.95</b>				
MW OH	AT&T V011041	JUNE CITY HALL PHONE, INTERNET	109595-6215 Telephone	AP062719	1,124.94	3601578400		00101653	06/27/2019
<b>Check Total:</b>					<b>1,124.94</b>				
MW OH	AT&T MOBILITY V011025	MAY PW WIRELESS CHARGES	109595-6215 Telephone	AP062719	1,401.13	15060209		00101654	06/27/2019
MW OH	AT&T MOBILITY V011025	MAY PD WIRELESS CHARGES	109595-6215 Telephone	AP062719	1,371.59	15065992		00101654	06/27/2019
<b>Check Total:</b>					<b>2,772.72</b>				
MW OH	BANK OF AMERICA V008179	JUNE S.S. BANK FEES	547525-6099 Professional Services	AP062719	109.99	0013303494		00101655	06/27/2019
<b>Check Total:</b>					<b>109.99</b>				
MW OH	CAMARGO, MARCO V010792	PD TRAINING MEALS, MILEAGE	733041-6250 Staff Training	AP062719	37.81	MC61019MM		00101656	06/27/2019
<b>Check Total:</b>					<b>37.81</b>				
MW OH	CANON FINANCIAL SERVICES V008979	JUNE COPIER USAGE	109595-6175 Office Equipment Rental	AP062719	3,619.22	20184939		00101657	06/27/2019
MW OH	CANON FINANCIAL SERVICES V008979	JUNE COPIER USAGE	109595-6175 Office Equipment Rental	AP062719	264.20	20184942		00101657	06/27/2019
<b>Check Total:</b>					<b>3,883.42</b>				
MW OH	CHASE, DEVIN ANDREW V011101	DRAFT OF FTO MANUAL	103040-6290 Dept. Contract Services	AP062719	10,000.00	061719	P11481	00101658	06/27/2019
<b>Check Total:</b>					<b>10,000.00</b>				
MW OH	CITY OF ANAHEIM V010186	5/16-6/14 SHARED ELECTICAL FEE	109595-6330 Electricity	AP062719	58.93	061419		00101659	06/27/2019

**City of Placentia**  
**Check Register**  
**For 07/01/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				<b>Check Total:</b>	<b>58.93</b>				
MW OH	CITY OF BREA V000125	PRINTING SVS - FLYERS, FORMS	102532-6315 Office Supplies	AP062719	70.99	ASCS001174		00101660	06/27/2019
MW OH	CITY OF BREA V000125	BUSINESS CARDS - LAMBERT	102534-6230 Printing & Binding	AP062719	38.31	ASCS001179		00101660	06/27/2019
				<b>Check Total:</b>	<b>109.30</b>				
MW OH	COUNTY OF ORANGE V008881	BOOKING, INVENTORY FORMS	103043-6301 Special Department Supplies	AP062719	270.40	SH 53320		00101661	06/27/2019
MW OH	COUNTY OF ORANGE V008881	JUNE AFIS SERVICES	103040-6290 Dept. Contract Services	AP062719	2,108.00	SH 53266	P11394	00101661	06/27/2019
				<b>Check Total:</b>	<b>2,378.40</b>				
MW OH	DRAIN RIGHT SERVICES INC V011210	80% BLDG PERMIT REFUND	100000-4162 Plumbing Permits	AP062719	124.00	B19-0728		00101662	06/27/2019
				<b>Check Total:</b>	<b>124.00</b>				
MW OH	EVANS GUN WORLD V003336	MAY RANGE FEES	103043-6162 Range Training	AP062719	2,100.00	1807		00101663	06/27/2019
				<b>Check Total:</b>	<b>2,100.00</b>				
MW OH	FEDEX V000394	SHIPPING CHARGES	101514-6301 Special Department Supplies	AP062719	103.13	6-582-60098		00101664	06/27/2019
				<b>Check Total:</b>	<b>103.13</b>				
MW OH	FIS V008518	MAY B/L INTERCHANGE FEES	102020-6025 Third Party Administration	AP062719	310.55	34503857		00101665	06/27/2019
				<b>Check Total:</b>	<b>310.55</b>				
MW OH	FONTAINE V010459	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP062719	100.00	B17-0008		00101666	06/27/2019
MW OH	FONTAINE V010459	80% BLDG PERMIT REFUND	100000-4160 Building Permits	AP062719	311.20	B17-0008		00101666	06/27/2019
				<b>Check Total:</b>	<b>411.20</b>				
MW OH	GOLDEN STATE WATER	APRIL-JUNE WATER CHARGES	109595-6335	AP062719	10,413.74	061319		00101667	06/27/2019

**City of Placentia**  
**Check Register**  
**For 07/01/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000928		Water						
MW OH	GOLDEN STATE WATER V000928	APRIL-JUNE WATER CHARGES	109595-6335 / 21010-6335 Water	AP062719	643.47	061319		00101667	06/27/2019
<b>Check Total:</b>					<b>11,057.21</b>				
MW OH	HEALTHPOINTE MEDICAL V010713	5/29 PRE-EMPLOYMENT EXAM	101512-6099 Professional Services	AP062719	290.00	30601-2894415		00101668	06/27/2019
<b>Check Total:</b>					<b>290.00</b>				
MW OH	HERREN, MATT V009898	PD TRAINING MEALS, MILEAGE	103047-6250 Staff Training	AP062719	113.20	MH4232619MM		00101669	06/27/2019
<b>Check Total:</b>					<b>113.20</b>				
MW OH	HOME DEPOT CREDIT V010624	GRAFFITI PAINT	103652-6310 Street Signs	AP062719	234.81	1013725		00101670	06/27/2019
MW OH	HOME DEPOT CREDIT V010624	SERVER ROOM REPAIR SUPPLIES	103654-6137 Repair Maint/Equipment	AP062719	77.14	1026815		00101670	06/27/2019
MW OH	HOME DEPOT CREDIT V010624	GOMEZ ALARM BATTERIES	103654-6137 Repair Maint/Equipment	AP062719	64.59	2013691		00101670	06/27/2019
MW OH	HOME DEPOT CREDIT V010624	GOMEZ PARK PW SUPPLIES	103654-6137 Repair Maint/Equipment	AP062719	28.68	8025943		00101670	06/27/2019
MW OH	HOME DEPOT CREDIT V010624	CITY HALL REPAIRS SUPPLIES	103654-6137 Repair Maint/Equipment	AP062719	55.24	8224107		00101670	06/27/2019
MW OH	HOME DEPOT CREDIT V010624	LATE FEE	103654-6137 Repair Maint/Equipment	AP062719	35.00	FCH-006878435		00101670	06/27/2019
<b>Check Total:</b>					<b>495.46</b>				
MW OH	JOHNSON CONTROLS FIRE V010833	PD YARD ALARM MONITORING	103654-6127 Alarm Monitoring	AP062719	600.00	20963487		00101671	06/27/2019
MW OH	JOHNSON CONTROLS FIRE V010833	QRTL Y FIRE ALARM MONITORING	103654-6127 Alarm Monitoring	AP062719	3,587.33	20970553		00101671	06/27/2019
MW OH	JOHNSON CONTROLS FIRE V010833	MOTION SENSORS @ TEEN CNTR	104071-6301 Special Department Supplies	AP062719	1,996.95	41272600		00101671	06/27/2019

**City of Placentia**  
**Check Register**  
**For 07/01/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
					<b>Check Total:</b>	<b>6,184.28</b>			
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - SANCHEZ	103043-6360 / 50080-6360 Uniforms	AP062719	19.64	700032795		00101672	06/27/2019
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - VASQUEZ	103043-6360 / 50080-6360 Uniforms	AP062719	81.93	700032797		00101672	06/27/2019
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - SERVIN	103047-6360 / 50045-6360 Uniforms	AP062719	210.81	700032916		00101672	06/27/2019
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - SHIRVANY	103043-6360 / 50080-6360 Uniforms	AP062719	142.00	700033092		00101672	06/27/2019
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - MODY	103043-6360 / 50080-6360 Uniforms	AP062719	541.78	700033094		00101672	06/27/2019
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - CHAVARRIA	103046-6360 / 50142-6360 Uniforms	AP062719	181.33	700033460		00101672	06/27/2019
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - VASQUEZ	103043-6360 / 50080-6360 Uniforms	AP062719	185.71	700033531		00101672	06/27/2019
					<b>Check Total:</b>	<b>1,363.20</b>			
MW OH	KHATIBI, SADREDIN V011207	DEMOLITION BOND REFUND	0044-2033 Construction & Demo Deposit	AP062719	500.00	40-19-08		00101673	06/27/2019
					<b>Check Total:</b>	<b>500.00</b>			
MW OH	LENYI, DARIN V010245	TOLL ROAD REIMBURSEMENT	103040-6301 Special Department Supplies	AP062719	9.97	DL062019		00101674	06/27/2019
					<b>Check Total:</b>	<b>9.97</b>			
MW OH	MARIPOSA LANDSCAPES INC V000647	MAY LANDSCAPE MAINT	103655-6115 Landscaping	AP062719	3,643.37	84841R	P11384	00101675	06/27/2019
MW OH	MARIPOSA LANDSCAPES INC V000647	PERFORMANCE DEFICIENCY	296561-6115 Landscaping	AP062719	-400.00	84841R	P11384	00101675	06/27/2019
MW OH	MARIPOSA LANDSCAPES INC V000647	MAY LANDSCAPE MAINT - LMD	296561-6115 Landscaping	AP062719	6,040.63	84841R	P11384	00101675	06/27/2019
MW OH	MARIPOSA LANDSCAPES INC V000647	MAY LANDSCAPE MAINT	173555-6115	AP062719	9,142.92	84841R	P11384	00101675	06/27/2019

**City of Placentia  
Check Register  
For 07/01/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000647		Landscaping						
MW OH	MARIPOSA LANDSCAPES INC V000647	MAY LANDSCAPE MAINT - LIBRARY	103655-6115 / 21008-6115 Landscaping	AP062719	1,492.67	84841R	P11384	00101675	06/27/2019
<b>Check Total:</b>					<b>19,919.59</b>				
MW OH	MICHAEL BAKER V010699	MAY GENERAL PLAN CONSULTING	749822-6017 Special Studies	AP062719	660.00	1051695	P11457	00101676	06/27/2019
<b>Check Total:</b>					<b>660.00</b>				
MW OH	MILES, DANIEL V011040	PD TRAINING MEALS, MILEAGE	733041-6250 Staff Training	AP062719	679.72	DM06172819M		00101677	06/27/2019
<b>Check Total:</b>					<b>679.72</b>				
MW OH	MISSION LINEN SUPPLY V011110	3/26 PW UNIFORM CLEANING SVS	103650-6360 Uniforms	AP062719	104.21	509530928	P11487	00101678	06/27/2019
MW OH	MISSION LINEN SUPPLY V011110	4/2 PW UNIFORM CLEANING SVS	103650-6360 Uniforms	AP062719	90.46	509577565	P11487	00101678	06/27/2019
MW OH	MISSION LINEN SUPPLY V011110	4/30 PW UNIFORM CLEANING SVS	103650-6360 Uniforms	AP062719	95.96	509780900	P11487	00101678	06/27/2019
MW OH	MISSION LINEN SUPPLY V011110	5/7 PW UNIFORM CLEANING SVS	103650-6360 Uniforms	AP062719	95.96	509835098	P11487	00101678	06/27/2019
MW OH	MISSION LINEN SUPPLY V011110	5/14 PW UNIFORM CLEANING SVS	103650-6360 Uniforms	AP062719	95.96	509878205	P11487	00101678	06/27/2019
MW OH	MISSION LINEN SUPPLY V011110	5/21 PW UNIFORM CLEANING SVS	103650-6360 Uniforms	AP062719	95.96	509924216	P11487	00101678	06/27/2019
MW OH	MISSION LINEN SUPPLY V011110	5/28 PW UNIFORM CLEANING SVS	103650-6360 Uniforms	AP062719	95.96	509983148	P11487	00101678	06/27/2019
MW OH	MISSION LINEN SUPPLY V011110	6/11 PW UNIFORM CLEANING SVS	103650-6360 Uniforms	AP062719	95.96	510080717	P11487	00101678	06/27/2019
MW OH	MISSION LINEN SUPPLY V011110	6/18 PW UNIFORM CLEANING SVS	103650-6360 Uniforms	AP062719	95.96	510128520	P11487	00101678	06/27/2019
<b>Check Total:</b>					<b>866.39</b>				

**City of Placentia  
Check Register  
For 07/01/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	MOTOROLA SOLUTIONS V010749	800 MHZ UPGRADE PMT	0010-1401 Prepaid Expenditures	AP062719	41,867.53	27905		00101679	06/27/2019
					<b>Check Total:</b>	<b>41,867.53</b>			
MW OH	NEOFUNDS V010852	POSTAGE FOR POSTAGE MACHINE	109595-6325 Postage	AP062719	5,011.52	061719		00101680	06/27/2019
					<b>Check Total:</b>	<b>5,011.52</b>			
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP062719	146.85	63016		00101681	06/27/2019
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP062719	134.35	63399		00101681	06/27/2019
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103550-6315 Office Supplies	AP062719	18.12	63426		00101681	06/27/2019
MW OH	OFFICE INDUSTRIES V007477	PAPER	109595-6315 Office Supplies	AP062719	239.99	63436		00101681	06/27/2019
					<b>Check Total:</b>	<b>539.31</b>			
MW OH	ORANGE COUNTY FIRE V000704	4TH QTR FACILITIES MAINT	103044-6130 Repair & Maint/Facilities	AP062719	4,067.75	S0374166	P11403	00101682	06/27/2019
MW OH	ORANGE COUNTY FIRE V000704	4TH QTR VEHICLE MAINT	103044-6842 Vehicles	AP062719	37,362.50	S0374166	P11403	00101682	06/27/2019
MW OH	ORANGE COUNTY FIRE V000704	4TH QTR FIRE SERVICES	103044-6190 Fire Authority Services	AP062719	1,564,739.75	S0374166	P11403	00101682	06/27/2019
					<b>Check Total:</b>	<b>1,606,170.00</b>			
MW OH	ORANGE COUNTY V007306	4TH QTR ANIMAL SHELTER CONSTR	103045-6130 Repair & Maint/Facilities	AP062719	15,937.05	AC1990086	P11366	00101683	06/27/2019
					<b>Check Total:</b>	<b>15,937.05</b>			
MW OH	PACIFIC CONSTRUCTION INC V000824	HOUSING REHAB - 743 GLENLAKE	302535-6401 Community Programs	AP062719	12,395.00	189584		00101684	06/27/2019
MW OH	PACIFIC CONSTRUCTION INC V000824	HOUSING REHAB - 250 S ROSE	302535-6401 Community Programs	AP062719	10,195.00	189837		00101684	06/27/2019

**City of Placentia**  
**Check Register**  
**For 07/01/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
					<b>Check Total:</b>	<b>22,590.00</b>			
MW OH	PARRA, ERICA V011209	DEPOSIT REFUND - KRAEMER	100000-4385 Facility Rental	AP062719	100.00	2002530.002		00101685	06/27/2019
					<b>Check Total:</b>	<b>100.00</b>			
MW OH	PARS V006999	APRIL PARS ARS FEES	109595-6295 City Admin Services	AP062719	628.37	43091		00101686	06/27/2019
					<b>Check Total:</b>	<b>628.37</b>			
MW OH	PLACENTIA, CITY OF V000822	PETTY CASH FOR PRISONER MEALS	103041-6301 Special Department Supplies	AP062719	63.50	061219		00101687	06/27/2019
MW OH	PLACENTIA, CITY OF V000822	PD TRAINING MEALS, MILEAGE	733041-6250 Staff Training	AP062719	14.03	061219-1		00101687	06/27/2019
MW OH	PLACENTIA, CITY OF V000822	PD TRAINING MEALS, MILEAGE	733041-6250 Staff Training	AP062719	14.03	061219-1		00101687	06/27/2019
MW OH	PLACENTIA, CITY OF V000822	PD TRAINING MEALS, MILEAGE	733041-6250 Staff Training	AP062719	13.22	061219-1		00101687	06/27/2019
MW OH	PLACENTIA, CITY OF V000822	PD TRAINING MEALS, MILEAGE	733041-6250 Staff Training	AP062719	28.84	061219-1		00101687	06/27/2019
MW OH	PLACENTIA, CITY OF V000822	PD TRAINING MEAL	733041-6250 Staff Training	AP062719	8.00	061219-1		00101687	06/27/2019
MW OH	PLACENTIA, CITY OF V000822	PD TRAINING MEALS, MILEAGE	733041-6250 Staff Training	AP062719	14.42	061219-1		00101687	06/27/2019
MW OH	PLACENTIA, CITY OF V000822	PD TRAINING MEALS, MILEAGE	623041-6250 Staff Training	AP062719	22.15	061219-1		00101687	06/27/2019
MW OH	PLACENTIA, CITY OF V000822	PD TRAINING MEALS, MILEAGE	613041-6250 Staff Training	AP062719	16.70	061219-1		00101687	06/27/2019
MW OH	PLACENTIA, CITY OF V000822	PD TRAINING MEALS, MILEAGE	613041-6250 Staff Training	AP062719	16.70	061219-1		00101687	06/27/2019
MW OH	PLACENTIA, CITY OF V000822	PD TRAINING MEALS, MILAGE	613041-6250 Staff Training	AP062719	13.22	061219-1		00101687	06/27/2019
MW OH	PLACENTIA, CITY OF	PD GASOLINE - GARZA	103658-6345	AP062719	20.00	061219-1		00101687	06/27/2019

**City of Placentia**  
**Check Register**  
**For 07/01/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000822		Gasoline & Diesel Fuel						
MW OH	PLACENTIA, CITY OF V000822	PD TRAINING MILEAGE, PARKING	733041-6250 Staff Training	AP062719	21.60	061219-1		00101687	06/27/2019
MW OH	PLACENTIA, CITY OF V000822	PD BUDGET MTG MEALS	103040-6301 Special Department Supplies	AP062719	44.62	061219-1		00101687	06/27/2019
MW OH	PLACENTIA, CITY OF V000822	ATAC AWARDS REG - BUTTS	103040-6301 Special Department Supplies	AP062719	50.00	061219-1		00101687	06/27/2019
MW OH	PLACENTIA, CITY OF V000822	PD BUDGET MTG MEALS	103040-6301 Special Department Supplies	AP062719	72.82	061219-1		00101687	06/27/2019
MW OH	PLACENTIA, CITY OF V000822	CERT SUPPLIES	101514-6301 Special Department Supplies	AP062719	60.02	061219-1		00101687	06/27/2019
MW OH	PLACENTIA, CITY OF V000822	WATER FOR CERT TRAINING	101514-6301 Special Department Supplies	AP062719	20.95	061219-1		00101687	06/27/2019
MW OH	PLACENTIA, CITY OF V000822	PD TRAINING MEAL	733041-6250 Staff Training	AP062719	8.00	061219-1		00101687	06/27/2019
MW OH	PLACENTIA, CITY OF V000822	PD TRAINING MEALS	733041-6250 Staff Training	AP062719	8.00	061219-1		00101687	06/27/2019
				<b>Check Total:</b>	<b>530.82</b>				
MW OH	PSYCHOLOGICAL V009259	JUNE PD PRE-EMPLOYMENT EXAMS	101512-6099 Professional Services	AP062719	800.00	523691		00101688	06/27/2019
				<b>Check Total:</b>	<b>800.00</b>				
MW OH	R F DICKSON CO INC V011193	MAY STREET SWEEPING SVS	374386-6290 Dept. Contract Services	AP062719	14,467.60	2509752	P11504	00101689	06/27/2019
				<b>Check Total:</b>	<b>14,467.60</b>				
MW OH	SHRED-IT USA V000905	MAY DOC SHRED SERVICES	374386-6299 Other Purchased Services	AP062719	913.77	8127449098		00101690	06/27/2019
				<b>Check Total:</b>	<b>913.77</b>				
MW OH	SILVER & WRIGHT LLP V009853	MAY LEGAL SERVICES	101005-6299 Other Purchased Services	AP062719	1,421.82	25712		00101691	06/27/2019

**City of Placentia  
Check Register  
For 07/01/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				<b>Check Total:</b>	<b>1,421.82</b>				
MW OH	SO CAL GAS V000909	MAY JUNE GAS CHARGES	109595-6340 Natural Gas	AP062719	416.57	062019		00101692	06/27/2019
				<b>Check Total:</b>	<b>416.57</b>				
MW OH	SOFFA, ANTHONY V011211	SWIMMING POOL BOND REFUND	0044-2033 Construction & Demo Deposit	AP062719	500.00	50-1-722		00101693	06/27/2019
				<b>Check Total:</b>	<b>500.00</b>				
MW OH	SOUTHERN CALIFORNIA V000910	MAY-JUNE ELECTRICAL CHARGES	109595-6330 Electricity	AP062719	3,961.15	061919		00101694	06/27/2019
				<b>Check Total:</b>	<b>3,961.15</b>				
MW OH	SPARKLETTS V000967	JUNE COFFEE, WATER SERVICE	109595-6301 Special Department Supplies	AP062719	3,094.89	4106122	061719	00101695	06/27/2019
				<b>Check Total:</b>	<b>3,094.89</b>				
MW OH	TERRA, JESSICA V011195	DESK REIMBURSEMENT	102020-6315 Office Supplies	AP062719	173.99	060619		00101696	06/27/2019
				<b>Check Total:</b>	<b>173.99</b>				
MW OH	TRAFFIC MANAGEMENT V008463	STREET REPAIR SUPPLIES	103652-6301 Special Department Supplies	AP062719	94.23	507398		00101697	06/27/2019
				<b>Check Total:</b>	<b>94.23</b>				
MW OH	TRIDENT FURNITURE GROUP V011206	ELECTERN STAND FOR EOC	101514-6301 Special Department Supplies	AP062719	848.99	76048		00101698	06/27/2019
				<b>Check Total:</b>	<b>848.99</b>				
MW OH	YORBA REGIONAL ANIMAL V008472	K9 BOARDING & SHOTS - ACE	103041-6301 Special Department Supplies	AP062719	142.46	711511195		00101699	06/27/2019
MW OH	YORBA REGIONAL ANIMAL V008472	K9 BOARDING & SHOTS - KYRA	103041-6301 Special Department Supplies	AP062719	425.50	711511198		00101699	06/27/2019
				<b>Check Total:</b>	<b>567.96</b>				
				<b>Type Total:</b>	<b>2,598,932.98</b>				

**City of Placentia**  
**Check Register**  
**For 07/01/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				<b>Check Total:</b>	<b>2,598,932.98</b>				

**City of Placentia**  
**Electronic Disbursement Register**

For 07/09/2019  
 FY 18/19

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
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**Grand Total: 249,242.61**

EDR Totals by ID

AP	0.00
EP	249,242.61
IP	0.00
OP	0.00

<u>Fund Name</u>	<u>EDR Totals by Fund</u>
101-General Fund (0010)	277,450.03
208-Sccssr Agncy Ret Oblg (0054)	2,033.21
211-PEG Fund (0058)	671.16
224-Asset Seiz 15% Training (0073)	1,399.80
227-Explorer Grant NOC (0076)	129.82
228-NOC-Public Safety Grant(0061)	6,125.92
229-Comm Trans Hous Grant (0062)	9,295.43
265-Landscape Maintenance (0029)	1,654.20
275-Sewer Maintenance (0048)	8,625.02
280-Misc Grants Fund (0050)	819.65
501-Refuse Administration (0037)	2,116.91
601-Employee Health & Wifre (0039)	-61,357.29
701-Special Deposits (0044)	278.75

**Void Total: 0.00**  
**EDR Total: 249,242.61**

**Electronic Disbursement Sub Totals: 249,242.61**

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 07/01/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	CALIFORNIA PUBLIC V006234	REPLACE BENEFIT CONTRIBUTION	101512-5145 Retirement PERS	ACH061319	275.67	10000001562969		00011997	06/13/2019
<b>Check Total:</b>					<b>275.67</b>				
EP	AMERICAN FIDELITY V010011	FSA 6/1/19 PD 6/7/19	0010-2190 Dependent Care SSA	ACH061919	68.75	060719		00011998	06/19/2019
EP	AMERICAN FIDELITY V010011	FSA 6/1/19 PD 6/7/19	0029-2188 Health Care SSA	ACH061919	9.59	060719		00011998	06/19/2019
EP	AMERICAN FIDELITY V010011	FSA 6/1/19 PD 6/7/19	0010-2188 Health Care SSA	ACH061919	301.04	060719		00011998	06/19/2019
EP	AMERICAN FIDELITY V010011	FSA 6/1/19 PD 6/7/19	0037-2188 Health Care SSA	ACH061919	16.83	060719		00011998	06/19/2019
EP	AMERICAN FIDELITY V010011	FSA 6/1/19 PD 6/7/19	0054-2188 Health Care SSA	ACH061919	32.50	060719		00011998	06/19/2019
EP	AMERICAN FIDELITY V010011	FSA 6/1/19 PD 6/7/19	0037-2190 Dependent Care SSA	ACH061919	18.75	060719		00011998	06/19/2019
EP	AMERICAN FIDELITY V010011	FSA 6/1/19 PD 6/7/19	0048-2188 Health Care SSA	ACH061919	15.01	060719		00011998	06/19/2019
EP	AMERICAN FIDELITY V010011	FSA 6/1/19 PD 6/7/19	0048-2190 Dependent Care SSA	ACH061919	37.50	060719		00011998	06/19/2019
<b>Check Total:</b>					<b>499.97</b>				
EP	CALIFORNIA PUBLIC V010053	PERS P/E 5/18 PD 5/24	0010-2150 Survivor Benefit Package	ACH061919	97.75	052419		00011999	06/19/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 5/18 PD 5/24	0010-2195 PERS Uniform	ACH061919	18.02	052419		00011999	06/19/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 5/18 PD 5/24	0029-2140 Employee PERS W/H	ACH061919	1,016.56	052419		00011999	06/19/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 5/18 PD 5/24	0029-2150 Survivor Benefit Package	ACH061919	1.07	052419		00011999	06/19/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 5/18 PD 5/24	0029-2195 PERS Uniform	ACH061919	0.31	052419		00011999	06/19/2019

**City of Placentia**  
**Electronic Disbursement Register**  
**For 07/01/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Ref #	Ref Date
EP	CALIFORNIA PUBLIC V010053	PERS P/E 5/18 PD 5/24	0037-2140 Employee PERS W/H	ACH061919	1,062.14 052419		00011999	06/19/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 5/18 PD 5/24	0037-2150 Survivor Benefit Package	ACH061919	1.02 052419		00011999	06/19/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 5/18 PD 5/24	0048-2140 Employee PERS W/H	ACH061919	5,155.32 052419		00011999	06/19/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 5/18 PD 5/24	0048-2150 Survivor Benefit Package	ACH061919	4.57 052419		00011999	06/19/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 5/18 PD 5/24	0048-2195 PERS Uniform	ACH061919	1.15 052419		00011999	06/19/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 5/18 PD 5/24	0050-2140 Employee PERS W/H	ACH061919	15.71 052419		00011999	06/19/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 5/18 PD 5/24	0050-2150 Survivor Benefit Package	ACH061919	0.01 052419		00011999	06/19/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 5/18 PD 5/24	0054-2140 Employee PERS W/H	ACH061919	869.98 052419		00011999	06/19/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 5/18 PD 5/24	0054-2150 Survivor Benefit Package	ACH061919	0.70 052419		00011999	06/19/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 5/18 PD 5/24	0061-2140 Employee PERS W/H	ACH061919	2,591.60 052419		00011999	06/19/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 5/18 PD 5/24	0061-2150 Survivor Benefit Package	ACH061919	1.90 052419		00011999	06/19/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 5/18 PD 5/24	0061-2195 PERS Uniform	ACH061919	0.55 052419		00011999	06/19/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 5/18 PD 5/24	0062-2140 Employee PERS W/H	ACH061919	5,341.78 052419		00011999	06/19/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 5/18 PD 5/24	0062-2150 Survivor Benefit Package	ACH061919	4.99 052419		00011999	06/19/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 5/18 PD 5/24	0010-2140 Employee PERS W/H	ACH061919	122,951.93 052419		00011999	06/19/2019

**City of Placentia**  
**Electronic Disbursement Register**  
**For 07/01/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Ref #	Ref Date
EP	CALIFORNIA PUBLIC V010053	PERS P/E 5/18 PD 5/24	0062-2195 PERS Uniform	ACH061919	0.72 052419		00011999	06/19/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 5/18 PD 5/24	395083-5145 Retirement PERS	ACH061919	-62,306.99 052419		00011999	06/19/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 5/18 PD 5/24	0073-2140 Employee PERS W/H	ACH061919	172.56 052419		00011999	06/19/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 5/18 PD 5/24	0073-2150 Survivor Benefit Package	ACH061919	0.42 052419		00011999	06/19/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 5/18 PD 5/24	0073-2195 PERS Uniform	ACH061919	0.05 052419		00011999	06/19/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 5/18 PD 5/24	0076-2140 Employee PERS W/H	ACH061919	44.03 052419		00011999	06/19/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 5/18 PD 5/24	0076-2150 Survivor Benefit Package	ACH061919	0.10 052419		00011999	06/19/2019
<b>Check Total:</b>					<b>77,047.95</b>			
EP	EMPLOYMENT V010052	STATE TAX 4Q BUYBACK	0010-2135 Calif Income Tax W/H	ACH061919	4,337.25 061319		00012000	06/19/2019
EP	EMPLOYMENT V010052	STATE TAX 4Q BUYBACK	0062-2135 Calif Income Tax W/H	ACH061919	110.11 061319		00012000	06/19/2019
EP	EMPLOYMENT V010052	STATE TAX 4Q BUYBACK	0061-2135 Calif Income Tax W/H	ACH061919	131.01 061319		00012000	06/19/2019
EP	EMPLOYMENT V010052	STATE TAX 4Q BUYBACK	0010-2135 Calif Income Tax W/H	ACH061919	67.71 061319A		00012000	06/19/2019
<b>Check Total:</b>					<b>4,646.08</b>			
EP	INTERNAL REVENUE V010054	FED/MED/SS 6/13 BUYBACK	0061-2120 Employer Medicare Payable	ACH061919	31.37 061319		00012001	06/19/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS 6/13 BUYBACK	0010-2115 Employee Medicare W/H	ACH061919	1,181.81 061319		00012001	06/19/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS 6/13 BUYBACK	0062-2110 Federal Income Tax W/H	ACH061919	417.10 061319		00012001	06/19/2019

**City of Placentia**  
**Electronic Disbursement Register**  
**For 07/01/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	INTERNAL REVENUE V010054	FED/MED/SS 6/13 BUYBACK	0010-2120 Employer Medicare Payable	ACH061919	1,181.81	061319		00012001	06/19/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS 6/13 BUYBACK	0062-2115 Employee Medicare W/H	ACH061919	25.40	061319		00012001	06/19/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS 6/13 BUYBACK	0061-2110 Federal Income Tax W/H	ACH061919	496.26	061319		00012001	06/19/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS 6/13 BUYBACK	0010-2110 Federal Income Tax W/H	ACH061919	16,401.28	061319		00012001	06/19/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS 6/13 BUYBACK	0061-2115 Employee Medicare W/H	ACH061919	31.37	061319		00012001	06/19/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS 6/13 BUYBACK	0062-2120 Employer Medicare Payable	ACH061919	25.40	061319		00012001	06/19/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS 6/13 BUYBACK	0010-2110 Federal Income Tax W/H	ACH061919	228.46	061319A		00012001	06/19/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS 6/13 BUYBACK	0010-2115 Employee Medicare W/H	ACH061919	27.68	061319A		00012001	06/19/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS 6/13 BUYBACK	0010-2120 Employer Medicare Payable	ACH061919	27.68	061319A		00012001	06/19/2019
<b>Check Total:</b>					<b>20,075.62</b>				
EP	ICMA RETIREMENT TRUST V000496	PE 6/15/19 PD 6/21/19	0029-2170 Deferred Comp Payable - ICMA	PY19013	109.74	2995/1901013		00012002	06/21/2019
EP	ICMA RETIREMENT TRUST V000496	PE 6/15/19 PD 6/21/19	0010-2170 Deferred Comp Payable - ICMA	PY19013	12,820.99	2995/1901013		00012002	06/21/2019
EP	ICMA RETIREMENT TRUST V000496	PE 6/15/19 PD 6/21/19	0037-2170 Deferred Comp Payable - ICMA	PY19013	97.76	2995/1901013		00012002	06/21/2019
EP	ICMA RETIREMENT TRUST V000496	PE 6/15/19 PD 6/21/19	0076-2170 Deferred Comp Payable - ICMA	PY19013	12.62	2995/1901013		00012002	06/21/2019
EP	ICMA RETIREMENT TRUST V000496	PE 6/15/19 PD 6/21/19	0048-2170 Deferred Comp Payable - ICMA	PY19013	714.25	2995/1901013		00012002	06/21/2019
EP	ICMA RETIREMENT TRUST	PE 6/15/19 PD 6/21/19	0054-2170	PY19013	96.19	2995/1901013		00012002	06/21/2019

**City of Placentia**  
**Electronic Disbursement Register**  
**For 07/01/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V000496		Deferred Comp Payable - ICMA						
EP	ICMA RETIREMENT TRUST V000496	PE 6/15/19 PD 6/21/19	0061-2170 Deferred Comp Payable - ICMA	PY19013	508.40	2995/1901013		00012002	06/21/2019
EP	ICMA RETIREMENT TRUST V000496	PE 6/15/19 PD 6/21/19	0062-2170 Deferred Comp Payable - ICMA	PY19013	412.58	2995/1901013		00012002	06/21/2019
<b>Check Total:</b>					<b>14,772.53</b>				
EP	PLACENTIA POLICE V000839	PE 6/15/19 PD 6/21/19	0010-2180 Police Mgmt Assn Dues	PY19013	868.26	2625/1901013		00012003	06/21/2019
EP	PLACENTIA POLICE V000839	PE 6/15/19 PD 6/21/19	0073-2180 Police Mgmt Assn Dues	PY19013	0.35	2625/1901013		00012003	06/21/2019
EP	PLACENTIA POLICE V000839	PE 6/15/19 PD 6/21/19	0050-2180 Police Mgmt Assn Dues	PY19013	0.22	2625/1901013		00012003	06/21/2019
<b>Check Total:</b>					<b>868.83</b>				
EP	INTERNAL REVENUE V010054	Q1 2018 MEDICARE TAX CORRECTIO	109595-5135 Medicare	ACH062019	2,303.32	Q1.941-X.MED		00012004	06/20/2019
EP	INTERNAL REVENUE V010054	Q1 2018 SS TAX CORRECTION	109595-5140 Employers' Social Security	ACH062019	306.16	Q1.941-X.SS		00012004	06/20/2019
EP	INTERNAL REVENUE V010054	Q2 2018 MEDICARE TAX CORRECTIO	109595-5135 Medicare	ACH062019	1,890.19	Q2.941-X.MED		00012004	06/20/2019
EP	INTERNAL REVENUE V010054	Q2 2018 SS TAX CORRECTION	109595-5140 Employers' Social Security	ACH062019	306.16	Q2.941-X.SS		00012004	06/20/2019
EP	INTERNAL REVENUE V010054	Q3 2018 MEDICARE TAX CORRECTIO	109595-5135 Medicare	ACH062019	2,226.60	Q3.941-X.MED		00012004	06/20/2019
EP	INTERNAL REVENUE V010054	Q3 2018 SS TAX CORRECTION	109595-5140 Employers' Social Security	ACH062019	306.16	Q3.941-X.SS		00012004	06/20/2019
EP	INTERNAL REVENUE V010054	Q4 2018 MEDICARE TAX CORRECTIO	109595-5135 Medicare	ACH062019	2,469.66	Q4.941-X.MED		00012004	06/20/2019
EP	INTERNAL REVENUE V010054	Q4 2018 SS TAX CORRECTION	109595-5140 Employers' Social Security	ACH062019	306.16	Q4.941-X.SS		00012004	06/20/2019

**City of Placentia**  
**Electronic Disbursement Register**  
**For 07/01/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Ref #	Ref Date
					<b>Check Total:</b>	<b>10,114.41</b>		
EP	AMERICAN FIDELITY V010011	P/E 6/15 PD 6/21	0010-2188 Health Care SSA	ACH062419	301.04 062119		00012005	06/24/2019
EP	AMERICAN FIDELITY V010011	P/E 6/15 PD 6/21	0010-2190 Dependent Care SSA	ACH062419	68.75 062119		00012005	06/24/2019
EP	AMERICAN FIDELITY V010011	P/E 6/15 PD 6/21	0029-2188 Health Care SSA	ACH062419	9.59 062119		00012005	06/24/2019
EP	AMERICAN FIDELITY V010011	P/E 6/15 PD 6/21	0037-2188 Health Care SSA	ACH062419	16.83 062119		00012005	06/24/2019
EP	AMERICAN FIDELITY V010011	P/E 6/15 PD 6/21	0048-2190 Dependent Care SSA	ACH062419	37.50 062119		00012005	06/24/2019
EP	AMERICAN FIDELITY V010011	P/E 6/15 PD 6/21	0037-2190 Dependent Care SSA	ACH062419	18.75 062119		00012005	06/24/2019
EP	AMERICAN FIDELITY V010011	P/E 6/15 PD 6/21	0054-2188 Health Care SSA	ACH062419	32.50 062119		00012005	06/24/2019
EP	AMERICAN FIDELITY V010011	P/E 6/15 PD 6/21	0048-2188 Health Care SSA	ACH062419	15.01 062119		00012005	06/24/2019
EP	AMERICAN FIDELITY V010011	P/E 6/1 PD 6/7 P/E 6/15 PD 6/2	0010-2155 Per Sec Plan - Opt. Life	ACH062419	70.20 D021148		00012005	06/24/2019
EP	AMERICAN FIDELITY V010011	P/E 6/1 PD 6/7 P/E 6/15 PD 6/2	395000-2187 Voluntary Plan Life	ACH062419	949.70 D021148		00012005	06/24/2019
					<b>Check Total:</b>	<b>1,519.87</b>		
EP	EMPLOYMENT V010052	STATE TAX P/E 6/15 PD 6/21	0029-2135 Calif Income Tax W/H	ACH062419	110.43 062119		00012006	06/24/2019
EP	EMPLOYMENT V010052	STATE TAX P/E 6/15 PD 6/21	0037-2135 Calif Income Tax W/H	ACH062419	214.75 062119		00012006	06/24/2019
EP	EMPLOYMENT V010052	STATE TAX P/E 6/15 PD 6/21	0010-2135 Calif Income Tax W/H	ACH062419	17,067.68 062119		00012006	06/24/2019
EP	EMPLOYMENT V010052	STATE TAX P/E 6/15 PD 6/21	0048-2135 Calif Income Tax W/H	ACH062419	622.30 062119		00012006	06/24/2019

**City of Placentia**  
**Electronic Disbursement Register**  
**For 07/01/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Ref #	Ref Date
EP	EMPLOYMENT V010052	STATE TAX P/E 6/15 PD 6/21	0076-2135 Calif Income Tax W/H	ACH062419	19.60 062119		00012006	06/24/2019
EP	EMPLOYMENT V010052	STATE TAX P/E 6/15 PD 6/21	0050-2135 Calif Income Tax W/H	ACH062419	89.18 062119		00012006	06/24/2019
EP	EMPLOYMENT V010052	STATE TAX P/E 6/15 PD 6/21	0054-2135 Calif Income Tax W/H	ACH062419	254.86 062119		00012006	06/24/2019
EP	EMPLOYMENT V010052	STATE TAX P/E 6/15 PD 6/21	0061-2135 Calif Income Tax W/H	ACH062419	138.43 062119		00012006	06/24/2019
EP	EMPLOYMENT V010052	STATE TAX P/E 6/15 PD 6/21	0062-2135 Calif Income Tax W/H	ACH062419	666.39 062119		00012006	06/24/2019
EP	EMPLOYMENT V010052	STATE TAX P/E 6/15 PD 6/21	0073-2135 Calif Income Tax W/H	ACH062419	3.71 062119		00012006	06/24/2019
<b>Check Total:</b>					<b>19,187.33</b>			
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/15 PD 6/21	0010-2110 Federal Income Tax W/H	ACH062419	45,906.63 062119		00012007	06/24/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/15 PD 6/21	0076-2120 Employer Medicare Payable	ACH062419	4.41 062119		00012007	06/24/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/15 PD 6/21	0010-2115 Employee Medicare W/H	ACH062419	6,020.70 062119		00012007	06/24/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/15 PD 6/21	0010-2120 Employer Medicare Payable	ACH062419	6,020.70 062119		00012007	06/24/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/15 PD 6/21	0029-2110 Federal Income Tax W/H	ACH062419	301.39 062119		00012007	06/24/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/15 PD 6/21	0029-2115 Employee Medicare W/H	ACH062419	47.76 062119		00012007	06/24/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/15 PD 6/21	0029-2120 Employer Medicare Payable	ACH062419	47.76 062119		00012007	06/24/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/15 PD 6/21	0037-2110 Federal Income Tax W/H	ACH062419	540.42 062119		00012007	06/24/2019
EP	INTERNAL REVENUE	FED/MED/SS P/E 6/15 PD 6/21	0037-2115	ACH062419	64.83 062119		00012007	06/24/2019

**City of Placentia**  
**Electronic Disbursement Register**  
**For 07/01/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Ref #	Ref Date
	V010054		Employee Medicare W/H					
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/15 PD 6/21	0037-2120 Employer Medicare Payable	ACH062419	64.83 062119		00012007	06/24/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/15 PD 6/21	0048-2110 Federal Income Tax W/H	ACH062419	1,560.81 062119		00012007	06/24/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/15 PD 6/21	0048-2115 Employee Medicare W/H	ACH062419	230.80 062119		00012007	06/24/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/15 PD 6/21	0048-2120 Employer Medicare Payable	ACH062419	230.80 062119		00012007	06/24/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/15 PD 6/21	0050-2110 Federal Income Tax W/H	ACH062419	338.63 062119		00012007	06/24/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/15 PD 6/21	0050-2115 Employee Medicare W/H	ACH062419	53.94 062119		00012007	06/24/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/15 PD 6/21	0050-2120 Employer Medicare Payable	ACH062419	53.94 062119		00012007	06/24/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/15 PD 6/21	0054-2110 Federal Income Tax W/H	ACH062419	611.56 062119		00012007	06/24/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/15 PD 6/21	0054-2115 Employee Medicare W/H	ACH062419	67.46 062119		00012007	06/24/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/15 PD 6/21	0054-2120 Employer Medicare Payable	ACH062419	67.46 062119		00012007	06/24/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/15 PD 6/21	0061-2110 Federal Income Tax W/H	ACH062419	515.71 062119		00012007	06/24/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/15 PD 6/21	0061-2115 Employee Medicare W/H	ACH062419	106.49 062119		00012007	06/24/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/15 PD 6/21	0061-2120 Employer Medicare Payable	ACH062419	106.49 062119		00012007	06/24/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/15 PD 6/21	0062-2110 Federal Income Tax W/H	ACH062419	1,766.86 062119		00012007	06/24/2019
EP	INTERNAL REVENUE	FED/MED/SS P/E 6/15 PD 6/21	0062-2115	ACH062419	262.05 062119		00012007	06/24/2019

**City of Placentia**  
**Electronic Disbursement Register**  
**For 07/01/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V010054		Employee Medicare W/H						
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/15 PD 6/21	0062-2120 Employer Medicare Payable	ACH062419	262.05	062119		00012007	06/24/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/15 PD 6/21	0073-2110 Federal Income Tax W/H	ACH062419	8.90	062119		00012007	06/24/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/15 PD 6/21	0073-2115 Employee Medicare W/H	ACH062419	0.73	062119		00012007	06/24/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/15 PD 6/21	0073-2120 Employer Medicare Payable	ACH062419	0.73	062119		00012007	06/24/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/15 PD 6/21	0076-2110 Federal Income Tax W/H	ACH062419	44.65	062119		00012007	06/24/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/15 PD 6/21	0076-2115 Employee Medicare W/H	ACH062419	4.41	062119		00012007	06/24/2019
				<b>Check Total:</b>	<b>65,313.90</b>				
EP	BANK OF AMERICA V008741	SR CENTER SUPPLIES	0044-2064 Senior Advisory Committee	ACH062519	181.25	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	CITY COUNCIL SUPPLIES	101001-6245 Meetings & Conferences	ACH062519	125.92	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	CITY COUNCIL SUPPLIES	101001-6245 Meetings & Conferences	ACH062519	78.37	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	CITY COUNCIL SUPPLIES	101001-6245 Meetings & Conferences	ACH062519	279.78	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	ACC-OC MTG REG - SHADER	101001-6245 Meetings & Conferences	ACH062519	35.00	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	CITY COUNCIL SUPPLIES	101001-6245 Meetings & Conferences	ACH062519	178.89	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	ICSC CONF HOTEL - SHADER	101001-6245 Meetings & Conferences	ACH062519	327.89	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	CITY COUNCIL SUPPLIES	101001-6301 Special Department Supplies	ACH062519	18.99	MAY 19		00012095	06/25/2019

**City of Placentia**  
**Electronic Disbursement Register**  
**For 07/01/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Ref #	Ref Date
EP	BANK OF AMERICA V008741	BEREAVEMENT FLOWERS	101001-6301 Special Department Supplies	ACH062519	46.17 MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	BEREAVEMENT FLOWERS	101001-6301 Special Department Supplies	ACH062519	54.72 MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	FLOWERS FOR PD MEMORIAL	101001-6301 Special Department Supplies	ACH062519	157.30 MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	OC REG DIGITAL SUBSCRIPTION	101001-6320 Books & Periodicals	ACH062519	14.95 MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	BUSINESS MTG LUNCH	101511-6245 Meetings & Conferences	ACH062519	62.36 MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	BUDGET MTG LUNCH	101511-6245 Meetings & Conferences	ACH062519	47.88 MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	SCAG CONF MEALS	101511-6245 Meetings & Conferences	ACH062519	206.17 MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	STAFF WORKING LUNCH MEALS	101511-6245 Meetings & Conferences	ACH062519	73.41 MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	BUSINESS MTG LUNCH	101511-6245 Meetings & Conferences	ACH062519	52.85 MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	BUSINESS MTG LUNCH	101511-6245 Meetings & Conferences	ACH062519	43.57 MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	ICSC CONF MONORAIL TICKETS	101511-6245 Meetings & Conferences	ACH062519	138.00 MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	BUSINESS MTG LUNCH	101511-6245 Meetings & Conferences	ACH062519	70.19 MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	STAFF WORKING LUNCH MEALS	101511-6245 Meetings & Conferences	ACH062519	10.37 MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	ICSC CONF UBER TIP - ARRULA	101511-6245 Meetings & Conferences	ACH062519	3.00 MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	ICSC CONF SUPPLIES	101511-6245 Meetings & Conferences	ACH062519	4.99 MAY 19		00012095	06/25/2019

**City of Placentia**  
**Electronic Disbursement Register**  
**For 07/01/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	BANK OF AMERICA V008741	ICSC CONF UBER - ARRULA	101511-6245 Meetings & Conferences	ACH062519	10.88	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	ICSC CONF STAFF BREAKFAST	101511-6245 Meetings & Conferences	ACH062519	178.59	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	ICSC CONF TAXI - ARRULA	101511-6245 Meetings & Conferences	ACH062519	19.03	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	ICSC CONF TAXI - ARRULA	101511-6245 Meetings & Conferences	ACH062519	17.93	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	ICSC CONF UBER - ARRULA	101511-6245 Meetings & Conferences	ACH062519	11.66	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	ICSC CONF UBER - ARRUAL	101511-6245 Meetings & Conferences	ACH062519	13.66	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	ICSC CONF UBER TIP - ARRULA	101511-6245 Meetings & Conferences	ACH062519	3.00	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	ICSC CONF STAFF DINNER	101511-6245 Meetings & Conferences	ACH062519	295.47	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	ICSC CONF SUPPLIES	101511-6245 Meetings & Conferences	ACH062519	41.95	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	ICSC CONF UBER TIP - ARRULA	101511-6245 Meetings & Conferences	ACH062519	3.00	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	ICSC CONF UBER TIP - ARRULA	101511-6245 Meetings & Conferences	ACH062519	3.00	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	ICSC CONF TAXI - ARRULA	101511-6245 Meetings & Conferences	ACH062519	16.96	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	ICSC CONF UBER - ARRULA	101511-6245 Meetings & Conferences	ACH062519	18.52	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	ICSC CONF STAFF MEALS	101511-6245 Meetings & Conferences	ACH062519	138.81	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	ICSC CONF AIRPORT PARKING	101511-6245 Meetings & Conferences	ACH062519	72.00	MAY 19		00012095	06/25/2019

**City of Placentia**  
**Electronic Disbursement Register**  
**For 07/01/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	BANK OF AMERICA V008741	ICSC CONF HOTEL - ARRULA	101511-6245 Meetings & Conferences	ACH062519	257.63	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	ICSC CONF WATER FOR STAFF	101511-6245 Meetings & Conferences	ACH062519	14.47	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	STAFF WORKING LUNCH	101511-6245 Meetings & Conferences	ACH062519	19.63	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	BUSINESS MTG LUNCH	101511-6245 Meetings & Conferences	ACH062519	152.25	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	BUSINESS MTG LUNCH	101511-6245 Meetings & Conferences	ACH062519	65.46	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	BUSINESS MTG COFFEE	101511-6245 Meetings & Conferences	ACH062519	7.46	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	BUSINESS MTG LUNCH	101511-6245 Meetings & Conferences	ACH062519	39.48	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	BUSINESS MTG LUNCH	101511-6245 Meetings & Conferences	ACH062519	36.22	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	STAFF WORKING LUNCH	101511-6245 Meetings & Conferences	ACH062519	55.52	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	ICSC MEMBERSHIP RENEWAL	101511-6255 Dues & Memberships	ACH062519	50.00	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	CM FOUNDATION MEMBERSHIP	101511-6255 Dues & Memberships	ACH062519	400.00	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	COMMUNITY MTG SUPPLIES	101511-6301 Special Department Supplies	ACH062519	103.02	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	MMASC MEMBERSHIP - MOHAN	101512-6255 Dues & Memberships	ACH062519	85.00	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	SR CENTER BINGO PRIZES	0044-2064 Senior Advisory Committee	ACH062519	97.50	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	INTERVIEW PANEL SUPPLIES	101512-6301 Special Department Supplies	ACH062519	23.90	MAY 19		00012095	06/25/2019

**City of Placentia**  
**Electronic Disbursement Register**  
**For 07/01/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	BANK OF AMERICA V008741	P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	ACH062519	43.84	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	EMPLOYEE B-DAY SUPPLIES	101512-6301 Special Department Supplies	ACH062519	31.95	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	PUBLIC SERVICE WEEK SUPPLIES	101512-6301 Special Department Supplies	ACH062519	6.47	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	EMPLOYEE LUNCH TENT RENTAL	101512-6301 Special Department Supplies	ACH062519	353.48	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	EMPLOYEE APPRECIATION MEALS	101512-6301 Special Department Supplies	ACH062519	866.00	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	INTERVIEW PANEL SUPPLIES	101512-6301 Special Department Supplies	ACH062519	18.61	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	STAFF EVENT SUPPLIES	101512-6301 Special Department Supplies	ACH062519	5.98	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	INTERVIEW PANEL MEALS	101512-6301 Special Department Supplies	ACH062519	42.20	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	PUBLIC SERVICE WEEK SUPPLIES	101512-6301 Special Department Supplies	ACH062519	54.76	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	INTERVIEW PANEL SUPPLIES	101512-6301 Special Department Supplies	ACH062519	48.85	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	INTERVIEW PANEL SUPPLIES	101512-6301 Special Department Supplies	ACH062519	32.39	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	PAPER	101512-6315 Office Supplies	ACH062519	73.06	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	CERTIFICATE PAPER	101512-6315 Office Supplies	ACH062519	7.18	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	GOLD SEALS FOR CERTIFICATES	101512-6315 Office Supplies	ACH062519	6.45	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	CREDIT - CERTIFICATE FOLDERS	101512-6315 Office Supplies	ACH062519	-123.17	MAY 19		00012095	06/25/2019

**City of Placentia**  
**Electronic Disbursement Register**  
**For 07/01/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	101512-6315 Office Supplies	ACH062519	559.23	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	BLUE PAPER	101513-6315 Office Supplies	ACH062519	139.18	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	101513-6315 Office Supplies	ACH062519	67.69	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	EMPG FILING CABINETS	101514-6301 Special Department Supplies	ACH062519	649.95	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	EMPG EASEL STANDS	101514-6301 Special Department Supplies	ACH062519	523.96	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	EMPG SUPPLIES	101514-6301 Special Department Supplies	ACH062519	39.02	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	CONFERENCE CALL SERVICES	101523-6301 Special Department Supplies	ACH062519	74.95	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	SERVER ROOM ETHERNET CABLES	101523-6301 Special Department Supplies	ACH062519	36.37	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	PRINTER CABLES	101523-6301 Special Department Supplies	ACH062519	6.12	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	CAMERA ADAPTER	101523-6301 Special Department Supplies	ACH062519	39.12	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	AFTER HOURS WORKING MEALS	101523-6301 Special Department Supplies	ACH062519	33.82	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	ICSC CONF UBER - LAMBERT	102534-6245 Meetings & Conferences	ACH062519	8.29	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	ICSC CONF UBER TIP - LAMBERT	102534-6245 Meetings & Conferences	ACH062519	3.00	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	ICSC CONF HOTEL - ORTEGA	102534-6245 Meetings & Conferences	ACH062519	327.89	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	ICSC CONF HOTEL - LAMBERT	102534-6245 Meetings & Conferences	ACH062519	327.89	MAY 19		00012095	06/25/2019

**City of Placentia**  
**Electronic Disbursement Register**  
**For 07/01/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	BANK OF AMERICA V008741	ICSC CONF AIRPORT PARKING	102534-6245 Meetings & Conferences	ACH062519	54.00	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH062519	23.49	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH062519	33.78	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH062519	19.27	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH062519	21.32	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH062519	28.84	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH062519	21.54	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH062519	39.80	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH062519	11.85	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH062519	37.45	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH062519	5.38	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH062519	17.26	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH062519	34.73	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	BRIEFING ROOM SUPPLIES	103040-6301 Special Department Supplies	ACH062519	290.66	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH062519	25.63	MAY 19		00012095	06/25/2019

**City of Placentia**  
**Electronic Disbursement Register**  
**For 07/01/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH062519	10.10	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH062519	15.52	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	CITIZENS ACADEMY MEALS	103040-6301 Special Department Supplies	ACH062519	135.00	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	CITIZENS ACADEMY SUPPLIES	103040-6301 Special Department Supplies	ACH062519	74.17	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH062519	24.64	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	PD PHYSICAL AGILITY TEST SVS	103040-6301 Special Department Supplies	ACH062519	27.24	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH062519	26.90	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH062519	7.75	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH062519	33.20	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH062519	5.06	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH062519	39.97	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH062519	28.42	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH062519	11.63	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH062519	14.45	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH062519	36.94	MAY 19		00012095	06/25/2019

**City of Placentia**  
**Electronic Disbursement Register**  
**For 07/01/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH062519	59.62	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH062519	25.80	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH062519	59.48	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	CREDIT - DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH062519	-59.48	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH062519	44.19	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH062519	30.14	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH062519	14.26	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH062519	11.54	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	PD MEETING LUNCH	103040-6301 Special Department Supplies	ACH062519	10.01	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH062519	16.30	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH062519	46.39	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH062519	28.34	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	CREDIT - DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH062519	-46.28	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH062519	46.28	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH062519	30.21	MAY 19		00012095	06/25/2019

**City of Placentia**  
**Electronic Disbursement Register**  
**For 07/01/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	BANK OF AMERICA V008741	MONITORS FOR PD	103040-6301 Special Department Supplies	ACH062519	735.96	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	MONITOR STANDS FOR PD	103040-6301 Special Department Supplies	ACH062519	71.76	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH062519	10.93	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	ELECTRONIC SIGNATURE PAD	103040-6315 Office Supplies	ACH062519	104.50	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	LABEL MAKER TAPE	103040-6315 Office Supplies	ACH062519	22.32	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	PD UNIFORM - TORRENCE	103040-6360 Uniforms	ACH062519	201.98	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	PD UNIFORM TIE BAR - POINT	103040-6360 Uniforms	ACH062519	7.64	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	SHADOW BOX ITEMS FOR POINT	103040-6360 Uniforms	ACH062519	28.34	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	MDC DOC REPAIR SVS	103041-6301 Special Department Supplies	ACH062519	113.67	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	PAT REG - INIGUEZ	103041-6301 Special Department Supplies	ACH062519	73.60	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	TRAUMA KITS FOR PD	103041-6301 Special Department Supplies	ACH062519	499.20	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	CITIZENS ACADEMY PLAQUES	103041-6301 Special Department Supplies	ACH062519	494.41	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	FLEXABLE CUFFS	103041-6301 Special Department Supplies	ACH062519	84.67	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	ROLATAPES FOR PD	103041-6301 Special Department Supplies	ACH062519	116.61	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	TASER BATTERIES	103041-6301 Special Department Supplies	ACH062519	567.32	MAY 19		00012095	06/25/2019

**City of Placentia**  
**Electronic Disbursement Register**  
**For 07/01/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	BANK OF AMERICA V008741	PD MEETING LUNCH	103041-6301 Special Department Supplies	ACH062519	40.04	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	MICROWAVE FOR PD BRIEFING	103041-6301 Special Department Supplies	ACH062519	270.79	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	5/27-6/26 MCV DIRECT TV	103041-6301 Special Department Supplies	ACH062519	80.99	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	SHOE POLISH FOR PD	103041-6360 Uniforms	ACH062519	19.46	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	SHOE SHINNER FOR PD	103041-6360 Uniforms	ACH062519	274.79	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	ADAPTOR FOR EVIDENCE RECOVERY	103042-6301 Special Department Supplies	ACH062519	26.93	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	MAPPING SOFTWARE FOR PD	103042-6301 Special Department Supplies	ACH062519	15.00	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	GLOVES, BAGS, BOXES FOR PD	103043-6301 Special Department Supplies	ACH062519	935.62	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	BATTERIES FOR PD	103043-6301 / 50100-6301 Special Department Supplies	ACH062519	138.84	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	ENVELOPES, GLOVES, WIPES	103043-6301 / 50100-6301 Special Department Supplies	ACH062519	998.79	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	SEXUAL ASSAULT TOTES, BOXES	103043-6301 / 50100-6301 Special Department Supplies	ACH062519	676.90	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	DNA SWABS	103043-6301 / 50100-6301 Special Department Supplies	ACH062519	248.00	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	SART STORAGE ENVELOPES	103043-6301 / 50100-6301 Special Department Supplies	ACH062519	106.89	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	MMASC MEMBERSHIP - ROBINSON	103550-6245 Meetings & Conferences	ACH062519	115.00	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	ICSC CONF MEAL - ESTEVEZ	103550-6245 Meetings & Conferences	ACH062519	22.67	MAY 19		00012095	06/25/2019

**City of Placentia**  
**Electronic Disbursement Register**  
**For 07/01/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	BANK OF AMERICA V008741	ICSC AIRPORT PARKING - ESTEVEZ	103550-6245 Meetings & Conferences	ACH062519	40.00	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	ICSC CONF HOTEL - ESTEVEZ	103550-6245 Meetings & Conferences	ACH062519	327.89	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	CREDIT MMASC CONF REG - ROBINSI	103550-6245 Meetings & Conferences	ACH062519	-115.00	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	NPWW OPEN HOUSE SUPPLIES	103550-6301 Special Department Supplies	ACH062519	116.91	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	NPWW OPEN HOUSE SUPPLIES	103550-6301 Special Department Supplies	ACH062519	122.84	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	NPWW OPEN HOUSE SUPPLIES	103550-6301 Special Department Supplies	ACH062519	110.76	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	DATE STAMP FOR PW	103550-6315 Office Supplies	ACH062519	119.90	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	JUNE CEAOC MTG REG - ROBINSON	103590-6245 Meetings & Conferences	ACH062519	30.00	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	FLAGS FOR CITY	103652-6301 Special Department Supplies	ACH062519	320.50	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	MSA TRAINING REG - NAJERA	103652-6301 Special Department Supplies	ACH062519	144.90	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	PESTICIDE SEMINAR - NAJERA	103652-6301 Special Department Supplies	ACH062519	80.00	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	LIGHT COVER FOR MCFADDEN	103654-6137 Repair Maint/Equipment	ACH062519	59.26	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	STATE FLAG FOR CITY HALL	103654-6137 Repair Maint/Equipment	ACH062519	23.85	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	AMERICAN FLAG FOR CITY HALL	103654-6137 Repair Maint/Equipment	ACH062519	94.56	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	GATE REMOTES, A/C COMPRESSOR	103654-6137 Repair Maint/Equipment	ACH062519	212.75	MAY 19		00012095	06/25/2019

**City of Placentia**  
**Electronic Disbursement Register**  
**For 07/01/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	BANK OF AMERICA V008741	MULCH FOR LOVE PLACENTIA	103654-6301 Special Department Supplies	ACH062519	173.13	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	STARTER CIRCUIT	103658-6137 Repair Maint/Equipment	ACH062519	27.92	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	TAXES FOR UNDERGROUND TANKS	103658-6345 Gasoline & Diesel Fuel	ACH062519	773.36	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	UNDERGROUND TANK ADMIN FEE	103658-6345 Gasoline & Diesel Fuel	ACH062519	17.79	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	GASOLINE FOR PD UNIT 31	103658-6345 Gasoline & Diesel Fuel	ACH062519	54.56	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	MAY REC SCHEDULING SVS	104070-6099 Professional Services	ACH062519	102.00	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	SPA MTG PARKING - GONZALEZ	104070-6245 Meetings & Conferences	ACH062519	4.00	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	104070-6315 Office Supplies	ACH062519	543.92	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	TEEN CENTER DESIGN SVS	104071-6099 Professional Services	ACH062519	359.88	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	AQUATICS CERTIFICATE	104071-6250 Staff Training	ACH062519	37.00	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	AQUATICS CERTIFICATE	104071-6250 Staff Training	ACH062519	37.00	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	AQUATICS CERTIFICATE	104071-6250 Staff Training	ACH062519	37.00	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	AQUATICS CERTIFICATE	104071-6250 Staff Training	ACH062519	37.00	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	AQUATICS CERTIFICATE	104071-6250 Staff Training	ACH062519	37.00	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	AQUATICS CERTIFICATE	104071-6250 Staff Training	ACH062519	37.00	MAY 19		00012095	06/25/2019

**City of Placentia**  
**Electronic Disbursement Register**  
**For 07/01/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	BANK OF AMERICA V008741	AQUATICS CERTIFICATE	104071-6250 Staff Training	ACH062519	37.00	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	AQUATICS CERTIFICATE	104071-6250 Staff Training	ACH062519	37.00	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	AQUATICS CERTIFICATE	104071-6250 Staff Training	ACH062519	37.00	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	AQUATICS CERTIFICATE	104071-6250 Staff Training	ACH062519	37.00	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	AQUATICS CERTIFICATE	104071-6250 Staff Training	ACH062519	37.00	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	AQUATICS CERTIFICATE	104071-6250 Staff Training	ACH062519	37.00	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	AQUATICS CERTIFICATE	104071-6250 Staff Training	ACH062519	37.00	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	CREDIT - AQUATICS CERTIFICATE	104071-6250 Staff Training	ACH062519	-37.00	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	AQUATICS CERTIFICATE	104071-6250 Staff Training	ACH062519	37.00	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	SMAF MEMBERSHIP - BRAND	104071-6255 Dues & Memberships	ACH062519	130.00	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	FACEBOOK USER BOOST FEE	104071-6299 Other Purchased Services	ACH062519	9.99	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	REC SUPPLIES	104071-6301 Special Department Supplies	ACH062519	139.95	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	PAINT FOR LOVE PLACENTIA	104071-6301 Special Department Supplies	ACH062519	541.52	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	SUPPLIES FOR LOVE PLACENTIA	104071-6301 Special Department Supplies	ACH062519	108.99	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	FACEBOOK USER BOOST FEE	104071-6301 Special Department Supplies	ACH062519	10.00	MAY 19		00012095	06/25/2019

**City of Placentia**  
**Electronic Disbursement Register**  
**For 07/01/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Ref #	Ref Date
EP	BANK OF AMERICA V008741	AQUATICS OFFICE SUPPLIES	104071-6301 Special Department Supplies	ACH062519	23.38 MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	AQUATICS OFFICE SUPPLIES	104071-6301 Special Department Supplies	ACH062519	13.98 MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	REC STAFF IN SERVICE SUPPLIES	104071-6301 Special Department Supplies	ACH062519	151.78 MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	KICKBOARDS FOR AQUATICS	104071-6301 Special Department Supplies	ACH062519	324.21 MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	AQUATICS PROGRAM SUPPLIES	104071-6301 Special Department Supplies	ACH062519	24.22 MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	CLEANING SUPPLIES	104071-6301 Special Department Supplies	ACH062519	21.51 MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	STORAGE BINS	104071-6301 Special Department Supplies	ACH062519	145.99 MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	LIFEGUARD EQUIPMENT	104071-6301 Special Department Supplies	ACH062519	111.13 MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	CANOPIES FOR AQUATICS	104071-6301 Special Department Supplies	ACH062519	508.92 MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	CLEANING SUPPLIES	104071-6301 Special Department Supplies	ACH062519	162.80 MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	STORAGE BINS	104071-6301 Special Department Supplies	ACH062519	136.99 MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	STORAGE BINS	104071-6301 Special Department Supplies	ACH062519	56.65 MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	SUMMER REGISTRATION SUPPLIES	104071-6301 Special Department Supplies	ACH062519	14.67 MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	AQUATICS SUPPLIES	104071-6301 Special Department Supplies	ACH062519	87.61 MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	AQUATICS SUPPLIES	104071-6301 Special Department Supplies	ACH062519	15.91 MAY 19		00012095	06/25/2019

**City of Placentia**  
**Electronic Disbursement Register**  
**For 07/01/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	BANK OF AMERICA V008741	SUMMER REGISTRATION SUPPLIES	104071-6301 Special Department Supplies	ACH062519	48.34	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	BIO-HAZARD TRASH CAN	104071-6301 Special Department Supplies	ACH062519	142.32	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	DESK ORGANIZER	104071-6301 Special Department Supplies	ACH062519	39.04	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	SHELVING UNIT FOR REC	104071-6301 Special Department Supplies	ACH062519	432.76	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	FOAM BOARD	104071-6301 Special Department Supplies	ACH062519	93.69	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	SUMMER REGISTRATION SUPPLIES	104071-6301 Special Department Supplies	ACH062519	17.95	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	SUMMER REGISTRATION SUPPLIES	104071-6301 Special Department Supplies	ACH062519	42.98	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	MAY VOLUNTEER MATCH CHARGES	104071-6301 Special Department Supplies	ACH062519	9.95	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	CANOPIES FOR RECREATION	104071-6301 Special Department Supplies	ACH062519	348.70	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	ACH062519	543.58	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	ACH062519	351.67	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	LIFEGUARD WHISTLES	104071-6301 Special Department Supplies	ACH062519	23.16	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	TEEN CENTER SUPPLIES	104071-6301 Special Department Supplies	ACH062519	274.02	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	TEEN CENTER SUPPLIES	104071-6301 Special Department Supplies	ACH062519	72.83	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	TEEN CENTER SUPPLIES	104071-6301 Special Department Supplies	ACH062519	292.38	MAY 19		00012095	06/25/2019

**City of Placentia**  
**Electronic Disbursement Register**  
**For 07/01/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	BANK OF AMERICA V008741	P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	ACH062519	75.08	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	FLASHLIGHTS	104071-6301 / 79508-6301 Special Department Supplies	ACH062519	163.58	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	SWIM LESSON POSTERS	104071-6301 Special Department Supplies	ACH062519	39.14	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	CINCO DE MAYO PARTY SUPPLIES	104079-6301 Special Department Supplies	ACH062519	25.96	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	CINCO DE MAYO PARTY SUPPLIES	104079-6301 Special Department Supplies	ACH062519	22.84	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	CINCO DE MAYO PARTY SUPPLIES	104079-6301 Special Department Supplies	ACH062519	141.71	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	CINCO DE MAYO PARTY MEALS	104079-6301 Special Department Supplies	ACH062519	336.04	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	CINCO DE MAYO PARTY SUPPLIES	104079-6301 Special Department Supplies	ACH062519	23.98	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	MEETING SUPPLIES	109595-6301 Special Department Supplies	ACH062519	106.21	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	MEETING SUPPLIES	109595-6301 Special Department Supplies	ACH062519	3.20	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	PUBLIC SERVICE WEEK SUPPLIES	109595-6301 Special Department Supplies	ACH062519	383.95	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	PUBLIC SERVICE WEEK SUPPLIES	109595-6301 Special Department Supplies	ACH062519	116.39	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	PUBLIC SERVICE WEEK SUPPLIES	109595-6301 Special Department Supplies	ACH062519	21.98	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	PUBLIC SERVICE WEEK SUPPLIES	109595-6301 Special Department Supplies	ACH062519	353.68	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	PUBLIC SERVICE WEEK SUPPLIES	109595-6301 Special Department Supplies	ACH062519	10.82	MAY 19		00012095	06/25/2019

**City of Placentia**  
**Electronic Disbursement Register**  
**For 07/01/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	BANK OF AMERICA V008741	PUBLIC SERVICE WEEK SUPPLIES	109595-6301 Special Department Supplies	ACH062519	13.06	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	PUBLIC SERVICE WEEK SUPPLIES	109595-6301 Special Department Supplies	ACH062519	100.00	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	PUBLIC SERVICE WEEK SUPPLIES	109595-6301 Special Department Supplies	ACH062519	95.39	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	PUBLIC SERVICE WEEK SUPPLIES	109595-6301 Special Department Supplies	ACH062519	25.00	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	SURGE PROTECTORS	104071-6301 Special Department Supplies	ACH062519	95.64	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	BROWN BAG GIFT CARD	109595-6301 Special Department Supplies	ACH062519	25.00	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	PD TRAINING REG - GARZA	733041-6250 Staff Training	ACH062519	575.77	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	CREDIT - BROWN BAG GIFT CARD	109595-6301 Special Department Supplies	ACH062519	-25.00	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	BROWN BAG GIFT CARD	109595-6301 Special Department Supplies	ACH062519	25.00	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	BROWN BAG SUPPLIES	109595-6301 Special Department Supplies	ACH062519	38.31	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	PUBLIC SERVICE WEEK MEALS	109595-6301 Special Department Supplies	ACH062519	874.00	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	BROWN BAG MEALS	109595-6301 Special Department Supplies	ACH062519	365.27	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	MEETING SUPPLIES	109595-6301 Special Department Supplies	ACH062519	19.46	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	NAV CENTER MEETING MEALS	109595-6301 Special Department Supplies	ACH062519	39.15	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	DS AD HOC MEETING MEALS	109595-6301 Special Department Supplies	ACH062519	45.61	MAY 19		00012095	06/25/2019

**City of Placentia**  
**Electronic Disbursement Register**  
**For 07/01/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Ref #	Ref Date
EP	BANK OF AMERICA V008741	MEETING SUPPLIES	109595-6301 Special Department Supplies	ACH062519	29.98 MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	COUNCIL & STAFF MTG SUPPLIES	109595-6301 Special Department Supplies	ACH062519	99.87 MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	COFFEE SUPPLIES	109595-6301 Special Department Supplies	ACH062519	24.00 MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	EMPLOYEE SUPPLIES	109595-6301 Special Department Supplies	ACH062519	395.06 MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	BINDERS	109595-6999 Other Expenditure	ACH062519	148.01 MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	MOTHER'S DAY EVENT SUPPLIES	504077-6301 Special Department Supplies	ACH062519	18.94 MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	MOTHER'S DAY EVENT SUPPLIES	504077-6301 Special Department Supplies	ACH062519	133.00 MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	MOTHER'S DAY EVENT SUPPLIES	504077-6301 Special Department Supplies	ACH062519	116.08 MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	CITY HALL MUSIC	581573-6290 Dept. Contract Services	ACH062519	26.95 MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	PURCHASE WEBSITE DOMAINS	581573-6301 Special Department Supplies	ACH062519	644.21 MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	TEEN CENTER FURNITURE	614071-6840 Machinery & Equipment	ACH062519	82.56 MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	TEEN CENTER FURNITURE	614071-6840 Machinery & Equipment	ACH062519	428.99 MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	TEEN CENTER FURNITURE	614071-6840 Machinery & Equipment	ACH062519	193.57 MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	TEEN CENTER FURNITURE	614071-6840 Machinery & Equipment	ACH062519	350.22 MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	TEEN CENTER FURNITURE	614071-6840 Machinery & Equipment	ACH062519	411.00 MAY 19		00012095	06/25/2019

**City of Placentia**  
**Electronic Disbursement Register**  
**For 07/01/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	BANK OF AMERICA V008741	PD TRAINING REG - KING, MARTIN	733041-6250 Staff Training	ACH062519	300.00	MAY 19		00012095	06/25/2019
EP	BANK OF AMERICA V008741	PD TRAINING HOTEL - KENNICUTT	733041-6250 Staff Training	ACH062519	336.58	MAY 19		00012095	06/25/2019
<b>Check Total:</b>					<b>34,920.45</b>				
<b>Type Total:</b>					<b>249,242.61</b>				
<b>Check Total:</b>					<b>249,242.61</b>				

**City of Placentia**  
**Electronic Disbursement Register**

For 07/09/2019  
 FY 19/20

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
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Grand Total: 63,717.97

EDR Totals by ID

AP	0.00
EP	63,717.97
IP	0.00
OP	0.00

Fund Name	<u>EDR Totals by Fund</u>
601-Employee Health & Wlfre (0039)	63,717.97

Void Total:	0.00
EDR Total:	63,717.97

Electronic Disbursement Sub Totals: 63,717.97

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 07/01/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Ref #	Ref Date
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Grand Total: 63,717.97

**EDR Totals by ID**

AP	0.00
EP	63,717.97
IP	0.00
OP	0.00

Fund Name	EDR Totals by Fund
601-Employee Health & Wlfre (0039)	63,717.97

Void Total:	0.00
EDR Total:	63,717.97

Electronic Disbursement Sub Totals: 63,717.97

**City of Placentia**  
**Electronic Disbursement Register**  
**For 07/01/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Ref #	Ref Date
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**Grand Total: 63,717.97**

EDR Totals by ID

AP	0.00
EP	63,717.97
IP	0.00
OP	0.00

Fund Name	<u>EDR Totals by Fund</u>
601-Employee Health & Wlfre (0039)	63,717.97

Void Total:	0.00
EDR Total:	63,717.97

**Electronic Disbursement Sub Totals: 63,717.97**

**City of Placentia**  
**Electronic Disbursement Register**  
**For 07/01/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Ref #	Ref Date
EP	ACOSTA, JOAQUIN E000017	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070119	206.00 JULY 2019		00012008	07/01/2019
				<b>Check Total:</b>	<b>206.00</b>			
EP	ALDWIR, MAMOUN E000113	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070119	1,535.05 JULY 19		00012009	07/01/2019
				<b>Check Total:</b>	<b>1,535.05</b>			
EP	ANDERSON, MARLA E000071	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070119	549.00 JULY 19		00012010	07/01/2019
				<b>Check Total:</b>	<b>549.00</b>			
EP	ARMSTRONG, JOHN T E000046	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070119	854.82 JULY 19		00012011	07/01/2019
				<b>Check Total:</b>	<b>854.82</b>			
EP	AUDISS, JAY SCOTT E000125	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070119	1,836.00 JULY 19		00012012	07/01/2019
				<b>Check Total:</b>	<b>1,836.00</b>			
EP	BABCOCK, CHARLES A E000015	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070119	351.00 JULY 19		00012013	07/01/2019
				<b>Check Total:</b>	<b>351.00</b>			
EP	BEALS, SHARLENE E000076	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070119	206.00 JULY 19		00012014	07/01/2019
				<b>Check Total:</b>	<b>206.00</b>			
EP	BERMUDEZ, ALBERT E000124	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070119	500.00 JULY 19		00012015	07/01/2019
				<b>Check Total:</b>	<b>500.00</b>			
EP	BONESCHANS, DENNIS E000020	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070119	206.00 JULY 19		00012016	07/01/2019
				<b>Check Total:</b>	<b>206.00</b>			
EP	BUNNELL, DONALD E000062	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070119	549.00 JULY 19		00012017	07/01/2019

**City of Placentia**  
**Electronic Disbursement Register**  
**For 07/01/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
				<b>Check Total:</b>	<b>549.00</b>				
EP	BURGNER, ARTHUR E000074	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070119	549.00	JULY 19		00012018	07/01/2019
				<b>Check Total:</b>	<b>549.00</b>				
EP	BUSSE, MICHAEL E000131	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070119	1,406.00	JULY 19		00012019	07/01/2019
				<b>Check Total:</b>	<b>1,406.00</b>				
EP	CHANDLER, JOHN P E000109	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070119	1,406.00	JULY 19		00012020	07/01/2019
				<b>Check Total:</b>	<b>1,406.00</b>				
EP	CHANG, ROBERT E000107	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070119	1,303.00	JULY 19		00012021	07/01/2019
				<b>Check Total:</b>	<b>1,303.00</b>				
EP	COBBETT, GEOFFREY E000007	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070119	549.00	JULY 19		00012022	07/01/2019
				<b>Check Total:</b>	<b>549.00</b>				
EP	COOK, ARLENE M E000018	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070119	549.00	JULY 19		00012023	07/01/2019
				<b>Check Total:</b>	<b>549.00</b>				
EP	D'AMATO, ROBERT E000056	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070119	206.00	JULY 19		00012024	07/01/2019
				<b>Check Total:</b>	<b>206.00</b>				
EP	DAVID, PRESTON E000112	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070119	891.00	JULY 19		00012025	07/01/2019
				<b>Check Total:</b>	<b>891.00</b>				
EP	DAVIS, CAROLYN E000005	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070119	549.00	JULY 19		00012026	07/01/2019
				<b>Check Total:</b>	<b>549.00</b>				
EP	DELOS SANTOS, JAMIE	JULY MEDICAL REIMBURSEMENT	395083-5161	ACH070119	492.63	JULY 19		00012027	07/01/2019

**City of Placentia**  
**Electronic Disbursement Register**  
**For 07/01/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	E000045		Health Insurance Premiums						
				<b>Check Total:</b>	<b>492.63</b>				
EP	DICKSON, ROBERTA JO E000011	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070119	206.00	JULY 19		00012028	07/01/2019
				<b>Check Total:</b>	<b>206.00</b>				
EP	DOWNEY, CAROL E000082	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070119	549.00	JULY 19		00012029	07/01/2019
				<b>Check Total:</b>	<b>549.00</b>				
EP	ECKENRODE, NORMAN E000029	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070119	549.00	JULY 19		00012030	07/01/2019
				<b>Check Total:</b>	<b>549.00</b>				
EP	ESCOBOSA, LILLIAN E000055	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070119	549.00	JULY 19		00012031	07/01/2019
				<b>Check Total:</b>	<b>549.00</b>				
EP	ESPINOZA, ROSALINDA E000016	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070119	585.11	JULY 19		00012032	07/01/2019
				<b>Check Total:</b>	<b>585.11</b>				
EP	FRICKE, JUERGEN E000075	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070119	835.00	JULY 19		00012033	07/01/2019
				<b>Check Total:</b>	<b>835.00</b>				
EP	FULLER, GLENN H E000081	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070119	835.00	JULY 19		00012034	07/01/2019
				<b>Check Total:</b>	<b>835.00</b>				
EP	GALLANT, KAREN E000008	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070119	549.00	JULY 19		00012035	07/01/2019
				<b>Check Total:</b>	<b>549.00</b>				
EP	GARNER, JO ANN E000047	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070119	549.00	JULY 19		00012036	07/01/2019

**City of Placentia**  
**Electronic Disbursement Register**  
**For 07/01/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
				<b>Check Total:</b>	<b>549.00</b>				
EP	GARNER, KITTY E000080	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070119	854.82	JULY 19		00012037	07/01/2019
				<b>Check Total:</b>	<b>854.82</b>				
EP	GOMEZ, DANIEL E000049	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070119	549.00	JULY 19		00012038	07/01/2019
				<b>Check Total:</b>	<b>549.00</b>				
EP	GRIMM, DENNIS L E000042	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070119	599.00	JULY 19		00012039	07/01/2019
				<b>Check Total:</b>	<b>599.00</b>				
EP	HOLTSCLAW, KATHERINE E000121	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070119	492.63	JULY 19		00012040	07/01/2019
				<b>Check Total:</b>	<b>492.63</b>				
EP	IRVINE, SUZETTE E000019	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070119	549.00	JULY 19		00012041	07/01/2019
				<b>Check Total:</b>	<b>549.00</b>				
EP	JENKINS, ROBERT E000084	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070119	584.82	JULY 19		00012042	07/01/2019
				<b>Check Total:</b>	<b>584.82</b>				
EP	JOHNSON, SHARON E000099	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070119	549.00	JULY 19		00012043	07/01/2019
				<b>Check Total:</b>	<b>549.00</b>				
EP	JONES, ROBERT E000053	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070119	163.37	JULY 19		00012044	07/01/2019
				<b>Check Total:</b>	<b>163.37</b>				
EP	JUDD, TERRELL E000115	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070119	1,308.00	JULY 19		00012045	07/01/2019
				<b>Check Total:</b>	<b>1,308.00</b>				
EP	KIRKLAND, RICHARD L	JULY MEDICAL REIMBURSEMENT	395083-5161	ACH070119	163.37	JULY 19		00012046	07/01/2019

**City of Placentia**  
**Electronic Disbursement Register**  
**For 07/01/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	E000110		Health Insurance Premiums						
				<b>Check Total:</b>	<b>163.37</b>				
EP	LITTLE, DIANE M E000098	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070119	599.00	JULY 19		00012047	07/01/2019
				<b>Check Total:</b>	<b>599.00</b>				
EP	LOOMIS, CORINNE E000122	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070119	586.00	JULY 19		00012048	07/01/2019
				<b>Check Total:</b>	<b>586.00</b>				
EP	LOWREY, B J E000041	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070119	351.00	JULY 19		00012049	07/01/2019
				<b>Check Total:</b>	<b>351.00</b>				
EP	MAERTZWEILER, MICHAEL E000032	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070119	549.00	JULY 19		00012050	07/01/2019
				<b>Check Total:</b>	<b>549.00</b>				
EP	MANNING, VEDA M E000063	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070119	206.00	JULY 19		00012051	07/01/2019
				<b>Check Total:</b>	<b>206.00</b>				
EP	MILANO, JAMES E000054	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070119	549.00	JULY 19		00012052	07/01/2019
				<b>Check Total:</b>	<b>549.00</b>				
EP	MILLER, RICHARD E000106	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070119	1,158.00	JULY 19		00012053	07/01/2019
				<b>Check Total:</b>	<b>1,158.00</b>				
EP	MOORE, LARRY W E000044	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070119	206.00	JULY 19		00012054	07/01/2019
				<b>Check Total:</b>	<b>206.00</b>				
EP	OLEA, ARLENE J E000014	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070119	549.00	JULY 19		00012055	07/01/2019

**City of Placentia**  
**Electronic Disbursement Register**  
**For 07/01/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
				<b>Check Total:</b>	<b>549.00</b>				
EP	PALMER, GEORGE E000094	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070119	1,158.00	JULY 19		00012056	07/01/2019
				<b>Check Total:</b>	<b>1,158.00</b>				
EP	PASCARELLA, RICHARD E000129	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070119	1,836.00	JULY 19		00012057	07/01/2019
				<b>Check Total:</b>	<b>1,836.00</b>				
EP	PASCUA, RAYNALD E000114	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070119	1,738.89	JULY 19		00012058	07/01/2019
				<b>Check Total:</b>	<b>1,738.89</b>				
EP	PASPALL, MIHAJLO E000085	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070119	462.74	JULY 19		00012059	07/01/2019
				<b>Check Total:</b>	<b>462.74</b>				
EP	PEREZ, ROBERT E000111	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070119	163.37	JULY 19		00012060	07/01/2019
				<b>Check Total:</b>	<b>163.37</b>				
EP	PICHON, WALTER E000103	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070119	258.83	JULY 19		00012061	07/01/2019
				<b>Check Total:</b>	<b>258.83</b>				
EP	PINEDA, MATEO E000127	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070119	511.48	JULY 19		00012062	07/01/2019
				<b>Check Total:</b>	<b>511.48</b>				
EP	PISCHEL, STEPHEN E000130	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070119	1,306.22	JULY 19		00012063	07/01/2019
				<b>Check Total:</b>	<b>1,306.22</b>				
EP	REDIFER, KIM R E000022	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070119	835.00	JULY 19		00012064	07/01/2019
				<b>Check Total:</b>	<b>835.00</b>				
EP	RENDEN, BRIAN	JULY MEDICAL REIMBURSEMENT	395083-5161	ACH070119	832.98	JULY 19		00012065	07/01/2019

**City of Placentia**  
**Electronic Disbursement Register**  
**For 07/01/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	E000083		Health Insurance Premiums						
				<b>Check Total:</b>	<b>832.98</b>				
EP	REYES, ROGER T E000024	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070119	549.00	JULY 19		00012066	07/01/2019
				<b>Check Total:</b>	<b>549.00</b>				
EP	REYNOLDS, MATTHEW E000132	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070119	586.00	JULY 19		00012067	07/01/2019
				<b>Check Total:</b>	<b>586.00</b>				
EP	RICE, RUSSELL J E000059	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070119	1,406.00	JULY 19		00012068	07/01/2019
				<b>Check Total:</b>	<b>1,406.00</b>				
EP	RISHER, THOMAS A E000013	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070119	549.00	JULY 19		00012069	07/01/2019
				<b>Check Total:</b>	<b>549.00</b>				
EP	RIVERA, AIDA E000026	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070119	206.00	JULY 19		00012070	07/01/2019
				<b>Check Total:</b>	<b>206.00</b>				
EP	ROACH, MICHAEL E000105	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070119	1,406.00	JULY 19		00012071	07/01/2019
				<b>Check Total:</b>	<b>1,406.00</b>				
EP	ROBB, SANDRA E000043	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070119	549.00	JULY 19		00012072	07/01/2019
				<b>Check Total:</b>	<b>549.00</b>				
EP	ROKOSZ, KEN A E000035	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070119	586.00	JULY 19		00012073	07/01/2019
				<b>Check Total:</b>	<b>586.00</b>				
EP	ROSE, RICHARD D E000050	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070119	908.00	JULY 19		00012074	07/01/2019

**City of Placentia**  
**Electronic Disbursement Register**  
**For 07/01/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
				<b>Check Total:</b>	<b>908.00</b>				
EP	SALE, LEE R E000031	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070119	549.00	JULY 19		00012075	07/01/2019
				<b>Check Total:</b>	<b>549.00</b>				
EP	SANCHEZ, LAURA E000058	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070119	206.00	JULY 19		00012076	07/01/2019
				<b>Check Total:</b>	<b>206.00</b>				
EP	SCHLIEDER, BEVERLY E000120	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070119	1,518.00	JULY 19		00012077	07/01/2019
				<b>Check Total:</b>	<b>1,518.00</b>				
EP	SMITH, WARD E000128	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070119	1,406.00	JULY 19		00012078	07/01/2019
				<b>Check Total:</b>	<b>1,406.00</b>				
EP	SOMOYA, JOHN P E000089	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070119	835.00	JULY 19		00012079	07/01/2019
				<b>Check Total:</b>	<b>835.00</b>				
EP	SOTO, PHILIP J E000052	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070119	549.00	JULY 19		00012080	07/01/2019
				<b>Check Total:</b>	<b>549.00</b>				
EP	SPRAGUE, GARY A E000064	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070119	1,406.00	JULY 19		00012081	07/01/2019
				<b>Check Total:</b>	<b>1,406.00</b>				
EP	STEPHEN, JEFFREY E000119	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070119	1,498.44	JULY 19		00012082	07/01/2019
				<b>Check Total:</b>	<b>1,498.44</b>				
EP	TAYLOR, DAVID M E000088	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070119	599.00	JULY 19		00012083	07/01/2019
				<b>Check Total:</b>	<b>599.00</b>				
EP	TAYLOR, LINDA	JULY MEDICAL REIMBURSEMENT	395083-5161	ACH070119	500.00	JULY 19		00012084	07/01/2019

**City of Placentia**  
**Electronic Disbursement Register**  
**For 07/01/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	E000126		Health Insurance Premiums						
				<b>Check Total:</b>	<b>500.00</b>				
EP	THOMANN, DARYLL L E000101	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070119	549.00	JULY 19		00012085	07/01/2019
				<b>Check Total:</b>	<b>549.00</b>				
EP	TRIFOS, WILLIAM E000104	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070119	1,588.00	JULY 19		00012086	07/01/2019
				<b>Check Total:</b>	<b>1,588.00</b>				
EP	VALENTINE, THOMAS E000118	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070119	1,406.00	JULY 19		00012087	07/01/2019
				<b>Check Total:</b>	<b>1,406.00</b>				
EP	VERSTYNEN, WILLIAM E000092	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070119	163.37	JULY 19		00012088	07/01/2019
				<b>Check Total:</b>	<b>163.37</b>				
EP	WAHL, KATHLEEN A E000030	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070119	206.00	JULY 19		00012089	07/01/2019
				<b>Check Total:</b>	<b>206.00</b>				
EP	WIEST, STEPHEN E000079	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070119	549.00	JULY 19		00012090	07/01/2019
				<b>Check Total:</b>	<b>549.00</b>				
EP	WORDEN, LARRY M E000116	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070119	533.75	JULY 19		00012091	07/01/2019
				<b>Check Total:</b>	<b>533.75</b>				
EP	YAMAGUCHI, BRIAN E000123	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070119	1,406.00	JULY 19		00012092	07/01/2019
				<b>Check Total:</b>	<b>1,406.00</b>				
EP	ZAMORA, JERRY E000037	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070119	835.00	JULY 19		00012093	07/01/2019

**City of Placentia  
Electronic Disbursement Register  
For 07/01/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
				<b>Check Total:</b>	<b>835.00</b>				
EP	ZINN, JOHN E000009	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070119	1,101.28	JULY 19		00012094	07/01/2019
				<b>Check Total:</b>	<b>1,101.28</b>				
				<b>Type Total:</b>	<b>63,717.97</b>				
				<b>Check Total:</b>	<b>63,717.97</b>				



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL  
VIA: CITY ADMINISTRATOR  
FROM: DIRECTOR OF PUBLIC WORKS  
DATE: JULY 9, 2019  
SUBJECT: **AWARD OF CONSTRUCTION CONTRACT FOR ADA RAMP RECONSTRUCTION PROJECT; PROJECT NOS. 1905 & 1008**

FISCAL  
IMPACT: EXPENSE: \$612,848 PROJECT COST  
BUDGETED: \$500,000 FY 2018-19 CAPITAL IMPROVEMENT PROGRAM  
BUDGET  
\$115,000 FY 2019-20 CAPITAL IMPROVEMENT PROGRAM  
BUDGET

### **SUMMARY:**

The scope of this project entails removing 81 existing curb ramps and replacing them with ADA (Americans with Disabilities Act) compliant curb ramps. This project also includes all ancillary work including: installation of truncated domes, sidewalk repairs, and new curb/gutter and cross-gutters. The City solicited competitive bids for this project on February 14, 2019. A total of 12 bids were received and the low bid was submitted by All Cities Engineering Inc. ("All Cities") in the amount of \$425,875. City Staff reviewed the bid received from All Cities and found it to be accurate and responsive. The total cost of the project amounts to \$612,848. This includes the bid amount submitted by All Cities in addition to 10% construction contingency, construction management, inspection services and ADA compliance inspection and certification. Staff recommends that the City Council award a Public Works Agreement to All Cities in the amount of \$425,875 to construct this Project.

### **RECOMMENDATION:**

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

1. Approve the Engineered Plans and Specifications prepared by NV5 for the ADA Ramp Reconstruction Project, CIP Project Nos. 1905 & 1008; and
2. Approve a Public Works Agreement for ADA Ramp Reconstruction, CIP Project Nos. 1905 & 1008, with All Cities Engineering Inc., for an amount not-to-exceed \$425,875; and
3. Reject all other bids received and authorize return of the bid bonds; and

**1. c.**  
**July 9, 2019**

4. Authorize the City Administrator to approve contract change orders up to 10% of the contract not-to-exceed amount or \$42,587; and
5. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

**DISCUSSION:**

The scope of this project entails furnishing all labor, materials, tools, equipment, appurtenances and incidentals for removal of 81 existing curb ramps and construction of new ADA-compliant curb ramps. This work includes the installation of truncated domes, sidewalk repairs, curb/gutter and cross gutter repairs, relocation of existing signs and posts, and adjustment of pull boxes. All work shall meet the accessibility standards and specifications of the Americans with Disabilities Act and California Building Code Standards as outlined in the Engineered Plans and Specifications for this project. Each ramp constructed as part of this project will be inspected and certified by the City's Certified Access Specialist.

Staff solicited competitive bids for this project on February 14, 2019 and the following twelve (12) bids were received:

<b>No.</b>	<b>Bidder</b>	<b>Bid Amount</b>
1	All Cities Engineering, Inc. (ACE)	425,875.00
2	CJ Concrete Construction	476,256.26
3	Calpromax Engineering	559,300.00
4	Hardy & Harper, Inc.	611,000.00
5	Gentry General Engineering, Inc.	659,345.00
6	Blackrock Construction	659,950.00
7	Alfaro Communication Construction	680,100.00
8	Horizons Construction	691,250.00
9	SDC Engineering	693,911.46
10	EBS Engineering	705,450.00
11	Vido Samarzich, Inc.	717,600.00
12	Onyx Paving	777,000.00

The bid submitted by All Cities was reviewed and analyzed by Staff. Staff found the All Cities bid to be the lowest responsive and responsible bid submitted for this project. Reference checks for All Cities were conducted and those agencies surveyed provided good feedback regarding All

Cities' quality of work. Therefore, Staff recommends awarding a contract to All Cities for the construction of the ADA Ramp Reconstruction Project in the amount of \$425,875.

**FISCAL IMPACT:**

The total cost of the Project amounts to \$612,848. This consists of the bid amount submitted by All Cities in the amount of \$425,875, a 10% construction contingency amount of \$42,587, construction management and inspection services in the amount of \$128,786 and ADA inspection and certification in the amount of \$15,600. A total of \$615,000 has been budgeted for this project in the Fiscal Year (FY) 2018-19 and FY 2019-20 Capital Improvement Program Budgets. As such, sufficient funds exist for the recommended actions. The following table provides a summary of the sources and uses of funds for this Project:

USE		SOURCE	
Construction Contract	\$425,875	FY 2018-19 CIP, Project No. 1905	\$500,000
10% Construction Contingency	42,587	FY 2019-20 CIP, Project No. 1008	115,000
CM and Inspection Services	128,786		
ADA CASp Inspection & Certification	15,600		
	<b>\$612,848</b>		<b>\$615,000</b>

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

**Attachment:**

Public Works Agreement with All Cities Engineering Inc.

**CITY OF PLACENTIA  
PUBLIC WORKS AGREEMENT FOR  
ADA RAMP RECONSTRUCTION PROJECT  
CITY PROJECT # 1905 & 1008**

THIS AGREEMENT (herein "Agreement"), is made and entered into this 9<sup>th</sup> day of July 2019 by and between the CITY OF PLACENTIA, a municipal corporation and charter city, (herein "City") and All Cities Engineering Inc., (herein "Contractor"). The parties hereto agree as follows:

**WITNESSETH:**

A. WHEREAS, City requires the construction of ADA Curb Ramp Reconstruction Project including construction of improvements that comply with all accessibility requirements 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 All Cities Engineering Inc., a (California corporation, partnership, individual) located at \_\_\_\_\_.
- (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. Further, Contractor represents that it is knowledgeable and experienced in constructing improvements that are compliant with all applicable accessibility requirements and warrants that all work performed under this agreement will comply with all applicable accessibility requirements.

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, all applicable accessibility requirements and 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, including the requirement that the facilities being constructed must comply with all applicable accessibility requirements, (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 Four Hundred Twenty-Five Thousand and Eight Hundred Seventy-Five Dollars (\$425,875) (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 **June 4<sup>th</sup>, 2020**, 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:

Apolonio Ramirez, President

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 trunk line 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 signatory'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., City Engineer

To Contractor: Apolonio Ramirez, President  
5881 Snowgrass Tr.  
Jurupa Valley, CA 92509

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 ensure 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. Further, Contractor shall comply with the following:

- (a) Unauthorized Aliens. Contractor hereby represents and warrants that it will comply with all the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of any work and/or services under this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to reimburse City for any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, or penalties which arise out of or are related to such employment, together with any and all costs, including attorneys' fees, incurred by City.
- (b) E-Verify. If Contractor is not already enrolled in the U.S. Department of Homeland Security's E-Verify program, Contractor shall enroll in the E-Verify program within fifteen (15) days of the effective date of this Agreement to verify the employment authorization of employees assigned to perform work hereunder. Contractor shall verify employment authorization within three (3) days of hiring a new employee to perform work under this Agreement. Information pertaining to the E-Verify program can be found at <http://www.uscis.gov>, or access the registration page at

<https://e-verify.uscis.gov/enroll>. Contractor shall certify its registration with E-Verify and provide City its registration number within sixteen days of the effective date of this Agreement. Failure to provide certification will result in withholding payment until full compliance is demonstrated.

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, or employees shall be liable at law or in equity as a result of the Contractor's failure to comply with this section.

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

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

ATTEST:

CITY OF PLACENTIA,  
A municipal corporation and Charter City

\_\_\_\_\_  
Rhonda Shader, Mayor

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

Project No. 1905 & 1008

ATTEST:

\_\_\_\_\_  
Robert S. McKinnell, City Clerk

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  
Administrative Services

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

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Masoud Sepahi, P.E., City Engineer

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

DEPARTMENTAL APPROVAL

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

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. \_\_\_\_\_, 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.

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Business Address:

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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: \_\_\_\_\_

**BID GUARANTEE**

**TO THE CITY OF PLACENTIA  
PROJECT NO. \_\_\_\_\_**

As a material inducement to the City to award the contract for Project No. \_\_\_\_\_  
to

\_\_\_\_\_, the undersigned ("Guarantor") has agreed to enter into  
this guarantee. The Guarantor hereby unconditionally guarantees to the fullest extent allowed  
by law the following work included in this project: \_\_\_\_\_ ("the work").

Guarantor guarantees that the materials and equipment used by itself and its subcontractors  
will be free from defects and that the work will conform to the plans and specifications. Should  
any of the materials or equipment prove defective or should the work as a whole, or any part  
thereof, prove defective for any reason whatsoever (except due to intentional torts by the City),  
or should the work as a whole or any part thereof fail to operate properly or fail to comply with  
the plans and specifications, Guarantor will, at the City's sole election: 1) reimburse the City,  
upon written demand, for all of the City's expenses incurred replacing or restoring any such  
equipment or materials, including the cost of any work necessary to make such replacement or  
repairs; or 2) replace any such defective material or equipment and repair said work completely,  
all without any cost to the City. Guarantor further guarantees that any such repair work will  
conform to the plans and specifications for the project. This guarantee will remain in effect for  
five years from the date on which the contracted for work is accepted for use by the City.

Guarantor understands and agrees that the City shall have the unqualified option to make any  
replacements or repairs itself or to have such replacement, repair, performed by the  
undersigned. The City shall have no obligation to consult with Guarantor before the City  
proceeds to perform any repair, replacement, or work itself. If the City elects to have Guarantor  
perform said repair, replacement, or work, Guarantor agrees that the repair, replacement, or  
work shall be performed within 15 days after receipt of a written demand from the City.

If the City elects to perform the replacement, repairs itself, Guarantor agrees to make  
reimbursement payment within 15 days after receipt of a written demand for payment from the  
City.

If the Guarantor fails or refuses to comply with this guarantee, the City shall be entitled to all  
costs and expenses, including attorneys and expert fees, reasonably incurred by reason of  
Guarantor's failure or refusal.

Guarantor

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

Contractor: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**CITY OF PLACENTIA  
PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENT: That,

WHEREAS, the CITY OF PLACENTIA (hereinafter called the "City") has awarded to \_\_\_\_\_, a California corporation (hereinafter "Principal"), an Agreement, dated \_\_\_\_\_, 20\_\_ ("Agreement") whereby Principal agreed to provide construction services including \_\_\_\_\_;

WHEREAS, the Public Work to be performed by the Principal is more particularly set forth in the Agreement which is incorporated herein by reference and made a part hereof; and

WHEREAS, said Principal is required under the terms of the Agreement to furnish a bond for the faithful performance of the Agreement;

NOW, THEREFORE, we, \_\_\_\_\_, as Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto the City in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) this amount being not less than one hundred percent (100%) of the total contract price under Agreement, lawful money of the United States of America for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, the obligation shall become null and void if the above-bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by well and truly keep and perform all the undertakings, terms, covenants, conditions, and agreements in the said Agreement and any alteration thereof, made as therein provided, all within the time and in the manner therein designated and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officer, agents and employees, as therein stipulated; otherwise it shall be and remain in full force and virtue.

As a part of the obligation secured hereby, and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred in successfully enforcing the obligation on the bond, all to be taxed as costs and included in any judgment rendered.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Agreement, the contract documents or of the work to be performed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extensions of time, alteration or modification of Agreement, the contract documents or of the work to be performed thereunder.

Surety's obligation shall be a guarantee of payment and performance and shall not be diminished by any bankruptcy or reorganization in bankruptcy or liquidation or the result of the foregoing or otherwise of Principal. Accordingly, the filing of any petition in bankruptcy or for rearrangement or reorganization or liquidation (or proceedings similar in purpose or effect) of Principal under any federal or state laws ("Insolvency Case") will not toll or delay the date due for payment or performance hereunder as more particularly specified in of the Construction

Management Agreement. The City shall be not be required to await the outcome of an Insolvency Case or to enforce any of their respective rights under the Agreement, respectively, prior to obtaining payment in full from Surety. If for any reason payment received by the City in respect of the obligations of the Principal under the Agreement guaranteed pursuant to this bond is rescinded or must be returned or restored by the City, this bond shall be automatically reinstated and shall continue to be in effect as if such payment had not been made.

Collection of liquidated damages by City due to Principal's failure to timely achieve Substantial Completion shall not limit, modify, or act as an offset or credit against Surety's obligation to arrange for or cause the completion of the Public Work as and when required by the Agreement.

IN WITNESS WHEREOF three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety named herein, on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(Seal)  
SURETY  
By \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Seal)  
PRINCIPAL  
By X \_\_\_\_\_  
X \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ADDRESS

ADDRESS

APPROVED:  
required from all

Two (2) Notarized Signatures  
Corporations.

\_\_\_\_\_  
CITY ATTORNEY

INSTRUCTIONS

1. The above bond must be executed by both the Principal and the Surety.
2. If the Principal is a corporation, the bond must be executed in the corporate name and signed by the President or a Vice-President and the Secretary or Assistant Secretary, and the corporate seal affixed. If the Principal is a partnership, all partners must sign it. If the Principal is an individual doing business under a fictitious name, it must be signed by all persons having an interest in the business, and the fictitious name must be signed also. The bond must be notarized by both the Principal and the Surety.
3. The City Attorney of the City of Placentia must approve the bond.
4. The bond, after approval, must be filed with the City Clerk of the City of Placentia.

**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 \_\_\_\_\_

Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name & Title)

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

The general items of work consists of: Furnishing all labor, materials, tools, equipment, appurtenances and incidentals for construction of ADA curb ramps, truncated domes, sidewalks, retaining curb, curb and gutter, cross gutters, driveways, pavement reconstruction, full depth AC slot pavement, relocation of existing signs and posts, installation and adjustment of pull boxes, adjustment of various cans and frames and manholes to grade, pavement striping, markings, raised pavement markers, restoration of landscaping and irrigation system, and all items not mentioned but included in the plans and specifications. All work shall be completed in strict adherence to the Project Plans and Specifications and as directed by the City.

Project No. 1905 & 1008

**EXHIBIT B**  
**SCHEDULE OF PERFORMANCE**

Contractor to complete all work within 60 working days, starting from the date of the Notice to Proceed.

**EXHIBIT C**  
**INSURANCE REQUIREMENTS**

Contractor shall maintain and shall require all 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; (The City of Placentia, its officers, employees, representatives, attorneys, and volunteers shall be named as additional named insureds with respect to: liability arising out of activities performed by or on behalf of the Contractor and all Subcontractors pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Contractor and all Subcontractors; automobiles owned, leased, hired, or borrowed by the Contractor and all Subcontractors.)
  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: **ADA Ramp Reconstruction Project No. 1905**
- 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. 1905 & 1008

**EXHIBIT D**

**CERTIFICATES OF INSURANCE AND ENDORSEMENTS**

**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: JULY 9, 2019

SUBJECT: **AMENDMENT NO. 1 TO BILLING SERVICES AGREEMENT WITH YORBA LINDA WATER DISTRICT FOR SEWER FEE COLLECTION SERVICES**

### FISCAL

IMPACT: EXPENSE: NOT-TO-EXCEED \$11,600 PER YEAR  
REVENUE: \$11,600 (SEWER MAINTENANCE FUND)  
No General Fund dollars will be utilized for this expenditure.

### SUMMARY:

The Yorba Linda Water District ("District") collects sanitary sewer fees on behalf of the City under a Billing Services Agreement ("Agreement") that was entered into on July 28, 2005. The District is requesting that the City Council consider and approve an Amendment to the existing agreement to increase the cost to an amount that is equal to their cost to provide the service.

### RECOMMENDATION:

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

1. Approve Amendment No. 1 to the Billing Services Agreement with Yorba Linda Water District to bill and collect sanitary sewer fees on behalf of the City; and
2. Approve Amendment No. 1 retroactive to July 1, 2018; and
3. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

### DISCUSSION:

On March 1, 2005, the City Council approved Ordinance No. O-2005-04 which implemented the sanitary sewer fee. On March 15, 2005, the City Council authorized Staff to execute a billing service agreement between the City of Placentia and Yorba Linda Water District for collection of sanitary sewer fees.

As part of the District's annual budget process for Fiscal Year 2018-19, the District completed a cost of service analysis and found that the District's costs to provide this service to the City had increased significantly since 2005, and the District is subsidizing the administrative costs to bill

**1. d.**  
**July 9, 2019**

and collect the sanitary sewer fees on behalf of the City. The District submitted a written request to the City to increase the Monthly Bill Rendered Charge amount from \$0.79 per connection to \$2.20. The existing Agreement allows for annual adjustments per the Consumer Price Index (CPI) for the twelve (12) months ending the preceding April 30. The index specified in the Agreement is the CPI-All Urban Wage Earners and Clerical Workers (CPI-W) for the Los Angeles-Riverside-Orange County area. However, in January 2019 the Bureau of Labor and Statistics split the index geographically into a Los Angeles-Long Beach-Anaheim area and a Riverside-San Bernardino-Ontario area. The City has determined that the Los Angeles-Long Beach-Anaheim index is the most appropriate index as it includes both Los Angeles and Orange Counties. The CPI for the twelve (12) months ending the preceding April 30 was 3.6%. The District's request exceeds the annual inflation adjustment.

Under Section 2.14 of the Agreement, the District is authorized to adjust charges to the City for increased District Administrative Costs to the extent such costs exceed the inflation adjustments and shall notify the City in writing of such changed costs at least sixty (60) days in advance of implementation. Staff has verified that these conditions have been met and is recommending that the City Council approve Amendment No. 1 to the Agreement to allow the District to adjust charges to the City and continue billing and collecting sewer fees on behalf of the City.

**FISCAL IMPACT:**

Currently, the District bills the City \$0.79 per connection. There are 439 customer connections within the City of Placentia's boundaries included in the District's service area. This results in a total monthly rate of \$346.81, which is \$4,161.72 annually. The District is requesting to increase the Monthly Bill Rendered Charge amount to \$2.20 per connection for a total monthly rate of \$965.80 which equals \$11,589.60 annually. There is sufficient funding in the Sewer Maintenance Fund to cover the additional annual expenditures of \$7,427.88.

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. Amendment No. 1 to Billing Services Agreement
2. Billing Services Agreement with Yorba Linda Water District

**AMENDMENT NO. 1 TO  
BILLING SERVICES AGREEMENT  
WITH YORBA LINDA WATER DISTRICT**

This Amendment No. 1 (“Amendment”) to Billing Services Agreement is made and entered into effective the 9<sup>th</sup> day of July, 2019 by and between the CITY OF PLACENTIA, a Charter City and Municipal Corporation (“CITY”), and YORBA LINDA WATER DISTRICT, a California Special District (hereinafter “District”). CITY and District are sometimes hereinafter individually referred to as “Party” and or collectively referred to as the “Parties.”

**A. Recitals.**

(i). CITY and DISTRICT entered into a Billing Services Agreement (“Agreement”) effective July 28, 2005 through which DISTRICT has been collecting Sewer Fees on behalf of the City as more fully explained in the Scope of Services attached to the Agreement as Exhibit “A.”

(ii). Section 2.1.3 allows fees set forth in Sections 2.1.1 and 2.12 of the Agreement to be adjusted annually on July 1 of each year by an amount not to exceed the annual increase in Consumer Price Index-All Urban Wage Earners and Clerical Works (CPI-W) for Los-Angeles-Riverside, Orange County, California established by the U.S. Bureau of Labor Statistics for year ending April 30.

(iii). Section 2.14 allows the District to adjust charges to the City for increase District Administrative Costs, such as salary increase for employees to the extent such costs exceeds the inflation adjustments set forth in Section 2.1.3 upon a written notification to the City of such change costs at least 60 days in advance of implementation.

(iii). The Parties now seek to amend the Agreement to increase the Monthly Bill Rendered Charge paid by the City to the District and incorporated herein by this reference, to be effective retroactive to July 1, 2018.

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

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

**B. Amendment to Agreement.**

1. Section 2.1.2 of the Agreement is hereby amended to read as follows:

2.1.2 Monthly Bill Rendered Charge

City hereby agrees to pay District a monthly Bill Rendered Charge in the amount of \$2.20 per bill as adjusted pursuant to Section 2.1.3 or Section, 2.14.

2. Section 2.14 of the Agreement is hereby amended to read as follows:

## 2.14 District Costs

District shall be authorized to adjust charges to City for increased District Administrative Costs, such as salary increase for employees to the extent such costs exceeds the inflation adjustments set forth in Section 2.1.3. District shall notify City in writing of such change costs at least 60 days in advance of implementation and provide data and backup documentation to justify the adjusted charges to the City.

The City Administrator shall approve such a request unless it is determined based on upon substantial evidence, that the requested adjustment to the Monthly Bill Rendered Charge to the City does not meet the requirements as set forth in Section 2.1.3 or 2.1.4.

3. Effective for the Fiscal Year 2018-19 and thus retroactive to July 1, 2018.

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

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

6. Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this Amendment No.1 and that such execution is binding upon the entity for which he or she is executing this document.

IN WITNESS WHEREOF, the Parties have caused Amendment No. 1 to the Billing Services Agreement are to be executed as of the day and year first above written.

YORBA LINDA WATER DISTRICT

CITY OF PLACENTIA

By: \_\_\_\_\_  
Brooke Jones, President

By: \_\_\_\_\_  
Rhonda Shader, Mayor

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Annie Alexander, Board Secretary

By: \_\_\_\_\_  
Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Andrew B. Gagen, Esq., General Counsel  
Kidman Gagen Law LLP

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

*The People are the City*

**Mayor**  
**SCOTT P. BRADY**  
  
**City Administrator**  
**ROBERT C. DOMINGUEZ**



**Councilmembers:**  
**NORMAN Z. ECKENRODE**  
**CHRIS LOWE**  
**RUSSELL J. RICE**  
**CONSTANCE UNDERHILL**

**401 East Chapman Avenue - Placentia, California 92870**

October 11, 2005

Amelia Cloonan  
Yorba Linda Water District  
4622 Plumosa Drive  
P. O. Box 309  
Yorba Linda, CA 92885

Dear Ms. Cloonan:

**SUBJECT: CONTRACT DOCUMENTS:  
BILLING SERVICES AGREEMENT WITH YORBA LINDA WATER  
DISTRICT**

Enclosed please find one (1) set of executed contract documents with regard to the above matter.

If you have any questions or require additional information, please do not hesitate to contact me at 714/993-8231.

Sincerely,

*Jamie L. Delos Santos*  
Jamie L. Delos Santos  
Deputy City Clerk

/jld

Attachments: As Stated

cc: Management Analyst, Administration

## **BILLING SERVICES AGREEMENT**

This Billing Services Agreement (the "Agreement") is entered into as of this 28 day of July, 2005 between the **CITY OF PLACENTIA**, a municipal corporation ("City"), and **YORBA LINDA WATER DISTRICT**, a California Special District ("District"); City and District are each referred to herein as a "Party" and collectively as the "Parties".

### **RECITALS**

- A. District provides water service to property within the City and bills the user for the water service (the "Customers").
- B. City has adopted a user fee for sewer service ("Sewer Fees") to be charged against sewer users in the City who are not exempt from such fee.
- C. City desires that Sewer Fees be collected by District along with the bill for water service sent by District to its Customers.
- D. The Parties desire to set forth the terms and conditions under which District will collect Sewer Fees on behalf of City from the Customers and remit the amount collected to City.

### **AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and specifically incorporating the foregoing recitals as if set forth in full below, the Parties agree as follows:

#### **1. COLLECTION SERVICES**

##### **1.1 Sewer Fees**

###### **1.1.1 Amount of Sewer Fee**

(a) The amount of the Sewer Fee, the classification of Customers, if the amount of the Sewer Fee varies by class of Customer, a list of Customers in each class, if the Sewer Fee varies by class of Customers, a list of any special fees if any have been adopted, a list of Customers entitled to the special fee or fees and a list of Customers entitled to an exemption, if any, are set forth on Exhibit A hereto.

(b) The City will review Customers assigned special Sewer Fees on an annual basis to verify that the special Sewer Fee is still applicable for the Customer. The City shall notify Customer and District of any changes to the Sewer Fee for a Customer.

(c) City may modify the Sewer Fee from time to time in accordance with applicable law. City shall be required to notify Customers and District of the new charge and of any modifications to the charge in the manner required by law, if any. City shall

promptly notify District of any changes to the classification, entitlement to a special fee or exempt status of a Customer and/or any additions to or deletions from any classification, special fee or exemption list.

(d) District shall implement any modified rate or change in classification or exempt status within thirty (30) days after receipt of written notice by City or at such other later time as City may direct.

(e) All new Customers shall be deemed to be non-exempt and not entitled to a special fee until such time as City has notified District that the Customer is exempt or entitled to a special fee as provided herein.

### **1.1.2 Customer Payment Terms**

(a) Customers, other than Customers which District has been notified are exempt, shall be billed for sewer usage during the previous period. District shall bill and collect the Sewer Fee at the same time and in the same manner as fees for water service supplied by District.

(b) The Sewer Fee shall be considered delinquent and late charges shall be imposed as provided on Exhibit A hereto.

### **1.1.3 Bill Information**

The Sewer Fee shall appear as a separate line item on Customers' (other than exempt Customers') bills. The bill shall provide a City of Placentia telephone number for the Customer to call regarding any questions regarding Sewer Fee charges on the Customer's bill.

### **1.1.4 Dispute Resolution**

Any disputes by customers regarding the Sewer Fee shall be addressed to City and City shall notify District of any adjustments that are required regarding a Customer's Sewer Fee. In the event City determines a Customer is entitled to a refund of any part or all of any Sewer Fee or Sewer Fees previously collected by District and remitted to City. City shall be responsible for making any such required refunds.

### **1.1.5 Representation and Warranties of City**

City hereby represents and warrants that as of the date hereof and as of the date on which notice is given by City to District pursuant to Section 1.1.1 of any change in the Sewer Fee, including any change in Customer classifications, special fees or exemptions, it (i) has the power and authority under all applicable law to adopt the Sewer Fees, and (ii) has taken all actions and done all things necessary or appropriate to adopt the Sewer Fees and that such Sewer Fees have been validly adopted by City in accordance with applicable law and are in full force and effect as of the date District collects sewer fees on behalf of City as provided herein.

## **1.2 Customer Information**

District shall maintain a record for each Customer in accordance with its customary procedures containing the following information (the "Customer Information"):

- (a) name, address, and telephone number of the Customer,
- (b) classification of Customer and whether the Customer is entitled to a special fee,
- (c) the date on which potable domestic water utility service for such Customer is requested and the date on which service for such Customer ends,
- (d) the amount of water used during each Billing Period,
- (e) the amount of Sewer Fees billed by District during each Billing Period, and
- (f) the amount of Sewer Fees remitted by District to City for such Customer for each Billing Period.

District shall periodically back up the Customer Information in the District's records in accordance with its customary procedures. District shall maintain such Customer Information in its records for a period of three (3) years.

### **1.3 Reporting**

District shall, to the extent permitted by applicable law, provide City with the following reports:

- (a) a report within sixty (60) days after the end of each year with respect to each Customer during the prior year setting forth the Customer Information for each Customer during such year,
- (b) a report within thirty (30) days after the termination of this Agreement setting forth the Customer Information for each Customer during the period since the last annual report provided by District to City pursuant to Section 1.3(a),
- (c) a report within sixty (60) days after the end of each year with respect to a reconciliation of the aggregate amount of Sewer Fees collected by the District during such year to the aggregate amount of Sewer Fees remitted by the District to City, and
- (d) such other reports as City may reasonably request with respect to the Customer Information maintained by the District in its records, provided that City compensates District for the actual cost of the production thereof, including allocated overhead expenses.

### **1.4 Cooperation of Parties**

The Parties agree to do all such things and take all such actions, and to make, execute and deliver such documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of this Agreement. City shall promptly notify District of any inaccuracies

which it discovers in the Customer Information, District shall correct any inaccuracies in such Customer Information within thirty (30) days after it has been notified of such inaccuracies by City.

## **2. CHARGES/PAYMENTS TO CITY**

### **2.1 Fees**

#### **2.1.1 Set-Up Charges**

City hereby agrees to pay District the following set-up charges

(a) an Initial Set-Up Charge of \$3,800 as adjusted pursuant to Section 2.1.3, and

(b) a Rate Change Charge in an amount sufficient to reimburse District for the actual costs of setting up such change in rate.

#### **2.1.2 Monthly Bill Rendered Charge**

City hereby agrees to pay District a monthly Bill Rendered Charge in the amount of \$0.59 per bill as adjusted pursuant to Section 2.1.3.

#### **2.1.3 Inflation Adjustments**

The fees set forth in Sections 2.1.1 and 2.1.2 shall be adjusted annually on July 1 of each year by an amount not to exceed the annual increase in the Consumer Price Index-All Urban Wage Earners and Clerical Workers (CPI-W) for Los Angeles-Riverside, Orange County, California established by the U.S. Bureau of Labor Statistics for year ended April 30.

#### **2.1.4 District Costs**

District shall be authorized to adjust charges to City for increased District Administrative Costs, such as salary increases for employees to the extent such costs exceed the inflation adjustments set forth in Section 2.1.3. District shall notify City in writing of such changed costs at least sixty (60) days in advance of implementation.

### **2.2 Payment Terms**

#### **2.2.1 Invoices to City**

District shall render invoices to City for the Initial Set-Up Charge and Rate Change Charge which shall be paid by City within thirty (30) days of receipt, unless City files a written objection to the charges. Invoices shall be sent to the City at the address set forth in Section 2.2.4. In the case of written objection by City or District, the Parties shall meet and confer and attempt to settle the matter. Failing that, the matter shall, at the option of either of the Parties, be finally settled by arbitration conducted expeditiously in accordance with the Rules for Non-Administered Arbitration of Business Disputes promulgated by the CPR Institute for Dispute Resolution (formerly Center for Public Resources). The place of arbitration shall be Los Angeles, California. The arbitration

shall be governed by the United States Arbitration Act (9 U.S.C. Sections 1-16). The arbitration of the matter shall be final and binding upon the Parties to the maximum extent permitted by law. Judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof.

### **2.2.2 Payment by City**

(a) City shall pay the following amounts to District:

(i) the amount set forth in the invoice rendered by District to City pursuant to Section 2.2.1 within thirty (30) days following the receipt thereof,

(ii) if the aggregate amount of Sewer Fees collected by the District for any year is less than the aggregate amount of Sewer Fees remitted by District to City, an amount equal to the difference between the amount remitted and the amount collected within thirty (30) days following receipt of the report provided by District to City pursuant to Section 1.3(c). Amounts paid by District Customers shall be applied first to all charges other than the Sewer Fees and then to the Sewer Fees for purposes of determining whether there has been an overpayment by District to the City.

(b) If City fails to pay any amount set forth in Section 2.2.2(a) as provided therein, District, in addition to any other remedies which it may have hereunder, may offset the amounts owed by City to it hereunder against any amounts which District is required to transfer to City pursuant to Section 2.2.3.

### **2.2.3 Transfer of Funds and Other Payments to City**

District shall pay City an amount equal to all Sewer Fees billed and collected during any billing period, within forty-five (45) days of collection of said Sewer Fees.

### **2.2.4 Payment Offices**

(a) Payments and invoices to City shall be sent by District to:

Finance Director  
City of Placentia  
401 East Chapman Avenue  
Placentia, California 92870

(b) Payments to District shall be sent by City to:

Accounts Payable  
Yorba Linda Water District  
P.O. Box 309  
Yorba Linda, CA 92885

## **2.3 Uncollectible Accounts**

### **2.3.1 Uncollectible Reporting**

District shall report to City within sixty (60) days after the end of each month a report of all customer information for all Sewer Fees which are left uncollectible by the District.

## **3. TERM**

### **3.1 Term**

The term of this Agreement shall commence at 9:00 a.m. (California time) on July 28, 2005 and shall remain in full force and effect until terminated by one of the Parties as provided in Section 3.2.

### **3.2 Termination**

City may terminate this Agreement with or without cause upon thirty (30) days written notice to District. District may terminate this Agreement with or without cause upon thirty (30) days written notice to City.

### **3.3 Effect of Termination.**

The termination of this Agreement shall not affect the obligations of either Party to the other incurred under this Agreement prior to the date of termination. The provisions of Articles 4 and 5 shall survive termination of this Agreement.

## **4. INDEMNIFICATION AND LIABILITY**

### **4.1 Indemnification**

#### **4.1.1 Of District**

City shall defend, indemnify and hold free and harmless District and its officers, employees, agents, representatives and volunteers, from any claim, demand, damage, liability, loss, cost, expense, lien or judgment for any damage arising out of this Agreement, including, without limitation, any action relating to or arising from the invalidity of any ordinance with respect to the Sewer Fees or late charges and/or interest on such Sewer Fees, except to the extent such claim, demand, damage, liability, loss, cost, expense, lien or judgment is caused solely by the errors or omissions of District's officers, employees, representatives or volunteers. Each of City and District hereby acknowledge and agree that District shall not be responsible for any claim, demand, damage, liability, loss, cost, expense, lien or judgment for any damage arising out the invalidity of any Sewer Fees.

#### **4.1.2 Of City**

Each of City and District hereby acknowledge and agree that City shall not be responsible for any claim, demand, damage, liability, loss, cost, expense, lien or judgment for any damage arising out of District's municipal services activities.

#### **4.1.3 General Principles**

(a) In case of joint or concurring negligence of the Parties, each shall have full right of contribution from the other.

(b) Neither Party shall be indemnified for its inability to perform or for any matter resulting from its sole negligence or willful misconduct.

(c) Nothing contained in this Section 4.1 shall be construed or deemed to prevent either Party from defending any action or claim by using all legitimate defenses which it may have, including alleging the negligence, misfeasance, malfeasance or nonfeasance of the other.

(d) The provisions of this Section 4.1 shall not relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy.

## **4.2 Limitations on Liability**

### **4.2.1 Limitation on Damages**

(a) Subject to each Party's right to indemnification as provided in Section 4.1, each Party hereby waives any claim, demand or right to reimbursement for consequential, indirect, special, punitive or similar damages arising out of, relating to or resulting from its performance or failure to perform, either directly or indirectly, any of its obligations hereunder.

(b) In carrying out any of the provisions of this Agreement or in exercising any authority hereunder, there shall be no personal liability upon any officer, director or employee of the District or any official or employee of City.

### **4.2.2 Responsibility for Refunds**

In the event that City agrees, is ordered or is otherwise required to refund all or any portion of any Sewer Fee, it shall be the sole responsibility of the City to refund such Sewer Fee, and District shall have no liability therefor. District hereby agrees to assist City upon request in the calculation or verification of such refunds, distributing refunds, providing Customer Information or providing data processing assistance with respect thereto, provided City agrees to reimburse District for all actual costs which District may incur with respect to providing such assistance, including allocated overhead expenses, and overtime pay to the extent incurred in connection with providing such assistance.

## **5. CONFIDENTIAL INFORMATION**

### **5.1 Definition of Confidential Information**

"Confidential Information" means, with respect to the District, the Customer Information set forth in Section 1.2(a) & (c). "Confidential Information" means, with respect to the City, the Customer Information set forth in Section 1.2(b), (d) and (e)-(g).

## **5.2 Obligation to Keep Confidential Information Confidential**

With regard to the Confidential Information (oral, written or both), each Party agrees that, except as otherwise provided herein, the Confidential Information of the other Party shall not be disclosed to any third party or used in any manner other than in connection with performing its obligations hereunder, without the prior written consent of the other. Each Party further agrees:

(a) not to use or exploit the Confidential Information or disclose the Confidential Information of the other Party to any Person, except for purposes of performing its obligations hereunder;

(b) to inform each of its officials, officers, directors, employees, agents and representatives to whom Confidential Information may be disclosed of the terms of this Section 5;

(c) to be responsible for the breach by any of its officials, officers, directors, employees, agents and representatives of any of its obligations hereunder; and

(d) not to disclose the Confidential Information of the other Party, to any Person, other than its officials, officers, directors, employees, agents and representatives to whom it is deemed necessary to disclose such Confidential Information for proper business purposes, without the prior written consent of the other, which consent may be conditioned on the execution of a confidentiality agreement containing provisions similar to those set forth herein.

## **5.3 Exclusions**

Notwithstanding the foregoing, either Party may disclose Confidential Information pursuant to the order or requirement of a court, administrative agency, or other governmental body pursuant to applicable law, as otherwise provided by law, or pursuant to the written consent of the Customer.

## **5.4 Acknowledgments**

The Parties agree that in the event of any breach or threatened breach of these confidentiality requirements, either Party shall be entitled to seek specific performance of these provisions.

# **6. GENERAL CONDITIONS**

## **6.1 Successors and Assigns**

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

## **6.2 Attorneys' Fees**

If any suit or other action or proceeding is brought to enforce the terms of this Agreement, the prevailing Party in such action shall be entitled to recover reasonable attorneys' fees and costs in such amounts as may be established by a court and not a jury.

**6.3 Entire Agreement**

This Agreement embodies the entire agreement between the Parties and supersedes all prior and contemporaneous oral or written agreements, representations and understandings, if any, relating to the subject matter hereof.

**6.4 Amendments; Waivers**

This Agreement may be amended only by agreement of the Parties in writing. No waiver of any provision of, nor any consent to any exception to the terms of this Agreement shall be effective, unless in writing and signed by the Party to be bound and then only for the specific purpose, extent and instance so provided. No failure on the part of any Party to exercise or delay in exercising any right hereunder shall be deemed a waiver thereof, nor shall any single or partial exercise preclude any further or other exercise of such or any other right.

**6.5 Warranty of Authority**

Each person executing this Agreement on behalf of a Party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity it purports to so bind.

**6.6 Headings**

Headings are for the convenience of reference only and shall in no way affect the interpretation of this Agreement.

**6.7 No Third Party Beneficiaries**

This Agreement shall be binding upon and inure to the benefit of the Parties, and nothing in this Agreement, express or implied is intended to or shall confer upon any Person any right, benefit or remedy of any kind whatsoever.

**6.8 Notices**

Any notice hereunder shall be deemed sufficient if given by one Party to the other in writing and either delivered in person, transmitted by telecopy or other telecommunication or electronic form of communication or deposited in the United States mail in a sealed envelope, certified and with postage and postal charges prepaid, and addressed as follows:

City: Steve Brisco, Finance Director  
City of Placentia  
401 East Chapman Avenue  
Placentia, CA 92870  
Telecopy: 714/961-0283  
E-Mail: SBrisco@placentia.org

District: Michael A. Payne  
General Manager  
Yorba Linda Water District  
P.O. Box 309  
Yorba Linda, CA 92885  
Fax: (714) 701-1487

or to such other address or to such other person as either party shall have last designated by such notice to the other Party. The effective date of such notice shall be the earlier of the date of actual receipt or three days following deposit in the United States mail.

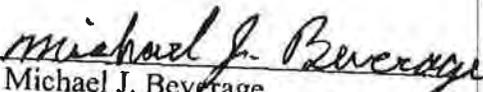
**6.9 Counterparts**

This Agreement may be executed in counterparts, each of which, when so executed shall be deemed an original, and by facsimile signature, but all such counterparts together shall constitute but one and the same Agreement, but the Parties agree that the Agreement on file in the office of City's City Clerk is the version of the Agreement that shall take precedence should any differences exist among counterparts of the document.

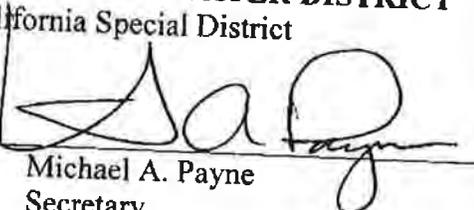
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties do hereby agree to the foregoing covenants, terms and conditions of this Agreement dated as first set forth above.

**YORBA LINDA WATER DISTRICT**  
a California Special District

By:   
Michael J. Beverage  
President

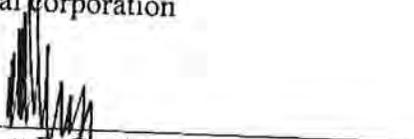
**YORBA LINDA WATER DISTRICT**  
a California Special District

By:   
Michael A. Payne  
Secretary

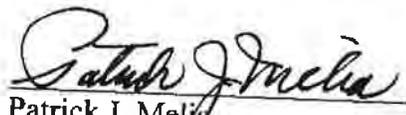
APPROVED AS TO FORM:

  
Arthur G. Kidman  
District Attorney

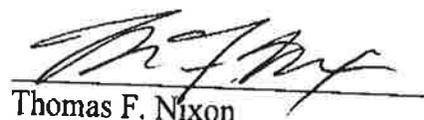
**CITY OF PLACENTIA**  
a municipal corporation

By:   
Scott P. Brady  
Mayor

ATTEST:

  
Patrick J. Melia  
City Clerk

APPROVED AS TO FORM:

  
Thomas F. Nixon  
City Attorney

**Sewer Fee Commencement**

Assessment of the Sewer Fee shall commence with the first full billing cycle of the Customer following May 1, 2005 by adoption of the Ordinance #O-2005-04 by the City of Placentia.

**Customer Payment Terms**

The Sewer Fee shall be due and payable at the same time as the bill for water service and shall be considered delinquent nineteen (19) days from the date of mailing. A late fee of \$0.00 on any unpaid balance will be imposed upon delinquent accounts.

**Amount of Sewer Fee**

The amount of the Sewer Fee varies according to the classification of a Customer and is based upon the volume of water consumed, according to the following table:

<i>Customer Class</i>	<i>Sewer Fee per CCF Unit of Water Consumed</i>
Single Family Residential	\$0.35
Multi-family Residential	\$0.39
Commercial & Industrial	\$0.37
Institutional	\$0.25
Governmental & Public	\$0.35

Alternately, the City may assign a Customer a special Sewer Fee in accordance with Ordinance No. O-2005-04.

**Customer Class Definitions**

The following definitions establish the various Customer Classes as a basis for assessing the Sewer Fee:

**Commercial:** The use of the sanitary sewer system related to the operation of any business, commerce or trade.

**Governmental:** The use of the sanitary sewer system by a city, county, state, federal government or subdivision of any of the aforementioned.

**Industrial:** The use of the sanitary sewer system related to manufacturing or processing activities identified in the 1997 U.S. North American Industrial Classification System in the following categories: 11xx - Agriculture, Forestry, Fishing and Hunting; 21xx - Mining; 22xx - Utilities; 31xx to 33xx - Manufacturing; 48xx to 49xx - Transportation and Warehousing and 562x - Waste Management and Remediation Services.

**Institutional:** The use of the sanitary sewer system related to private/public schools, junior colleges, colleges/universities, cemeteries, and hospitals.

**Multi-family Residential:** A structure or set of structures containing multiple dwelling units designed for and containing facilities for living, sleeping, cooking, and eating. The structures

## Exhibit [A]

may be made up of one-family houses attached to one or more houses and buildings constructed for occupancy by two or more families (e.g., duplexes, apartments, townhouses, row-houses, condominiums, and boarding and rooming houses) and all residential mobile homes or trailers.

**Public:** The use of the sanitary sewer system related to predominantly general public use. Examples include museums, historical sites, religious organizations, charitable organizations, social advocacy organizations, and civic/social organizations that are not operated for profit or operated under any governmental agency. Also includes homeowners' associations and mobile home park recreation buildings and pool cabanas.

**Single Family Residential:** A single structure designed for and containing facilities for living, sleeping, cooking, and eating. For an account to be considered a single family residential, water must be provided to the dwelling unit through a dedicated meter for the exclusive water use of the residence within and around the residence.

**Dwelling Unit:** A dwelling unit is defined as a house, an apartment, a group of rooms, or a single room intended for occupancy as separate living quarters, in which the occupants do not live and eat with any other persons in the structure. A dwelling unit has either complete kitchen facilities for the exclusive use of the occupants or direct access either from the outside of the building or through a common hall.

**Premises:** A structure and any appurtenances or improvements located on a parcel of real property discharging sewage or having a connection to the sanitary sewer system.

**Residential:** The use of the sanitary sewer system related to predominantly residential use of the premises discharging sewage into the sanitary sewer system. This class is broken down into two sub-classes Single Family Residential (SFR) and Multi-Family Residential (MFR).

### Exempted Customers

Irrigation only Customers, Customers that have septic systems and Customers that have private sewer systems that do not connect to the City of Placentia's sanitary sewer system shall be exempt from the Sewer Fee.



**YORBA LINDA  
WATER  
DISTRICT**

**DIRECTORS**

Paul R. Armstrong

Michael J. Beverage

Ric P. Collett

William R. Mills

John W. Summerfield

**GENERAL MANAGER**

Michael A. Payne

September 9, 2005

Steve Briscoe  
Finance Director  
City of Placentia  
401 East Chapman  
Placentia, CA 92870

Dear Mr. Briscoe:

I am enclosing two copies of the Billing Services Agreement between the City of Placentia and the Yorba Linda Water District. The agreements have been signed on behalf of the Yorba Linda Water District. I ask that you please have the two agreements executed, retain one copy for the City of Placentia's records and return one copy to me.

Thank you.

Sincerely yours,

Amelia Cloonan

AC

Enclosure

4622 Plumosa Drive  
P.O. Box 309  
Yorba Linda, CA 92885

Tel: (714) 777-9593

Fax: (714) 701-0413

Email: [ylwd@ylwd.com](mailto:ylwd@ylwd.com)

Web: [www.ylwd.com](http://www.ylwd.com)

05 SEP 12 PM 2:27

**BILLING SERVICES AGREEMENT**

This Billing Services Agreement (the "Agreement") is entered into as of this 1st day of June, 2005 between the **CITY OF PLACENTIA**, a municipal corporation ("City"), and **SOUTHERN CALIFORNIA WATER COMPANY**, a California corporation and wholly subsidiary of American States Water Company ("Company"; City and Company are each referred to herein as a "Party" and collectively as the "Parties").

**RECITALS**

- A. Company provides water service to property within the City and bills the user for the water service (the "Customers").
- B. City has adopted a user fee for sewer service ("Sewer Fees") to be charged against sewer users in the City who are not exempt from such fee.
- C. City desires that Sewer Fees be collected by Company along with the bill for water service sent by Company to its Customers.
- D. The Parties desire to set forth the terms and conditions under which Company will collect Sewer Fees on behalf of City from the Customers and remit the amount collected to City.

**AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and specifically incorporating the foregoing recitals as if set forth in full below, the Parties agree as follows:

**1. COLLECTION SERVICES**

**1.1 Sewer Fees**

**1.1.1 Amount of Sewer Fee**

(a) The amount of the Sewer Fee, the classification of Customers, if the amount of the Sewer Fee varies by class of Customer, a list of Customers in each class, if the Sewer Fee varies by class of Customers, a list of any special fees if any have been adopted, a list of Customers entitled to the special fee or fees and a list of Customers entitled to an exemption, if any, are set forth on Exhibit [A] hereto.

(b) The City will review Customers assigned special Sewer Fees on an annual basis to verify that the special Sewer Fee is still applicable for the Customer. The City shall notify Customer and Company of any changes to the Sewer Fee for a Customer.

(c) City may modify the Sewer Fee from time to time in accordance with

(c) City may modify the Sewer Fee from time to time in accordance with applicable law. City shall be required to notify Customers and Company of the new charge and of any modifications to the charge in the manner required by law, if any. City shall promptly notify Company of any changes to the classification, entitlement to a special fee or exempt status of a Customer and/or any additions to or deletions from any classification, special fee or exemption list.

(d) Company shall implement any modified rate or change in classification, special fee or exempt status within thirty (30) days after receipt of written notice by City or at such other later time as City may direct.

(e) All new Customers shall be deemed to be non-exempt and not entitled to a special fee until such time as City has notified Company that the Customer is exempt or is entitled to a special fee.

#### **1.1.2 Customer Payment Terms**

(a) Customers, other than Customers which Company has been notified are exempt, or are entitled to a special fee of zero, shall be billed for usage during the previous period. Company shall bill and collect the Sewer Fee at the same time and in the same manner as fees for water service supplied by Company.

(b) The Sewer Fee shall be considered delinquent and late charges shall be imposed, if and to the extent provided on Exhibit [A] hereto.

#### **1.1.3 Bill Information**

The Sewer Fee shall appear as a separate line item on Customers' (other than exempt Customers') bills. The bill shall provide a telephone number for the Customer to call regarding any questions regarding Sewer Fee charges on the Customer's bill.

#### **1.1.4 Dispute Resolution**

Any disputes regarding the Sewer Fee shall be addressed by City and City shall notify Company of any adjustments that are required regarding a Customer's Sewer Fee. In the event that City determines that a Customer is entitled to a refund of any part or all of any Sewer Fee or Sewer Fees previously collected by Company and remitted to City, Company shall reflect such Customer's right to a refund as a credit on such Customer's next bill or bills, as applicable, and Company shall be entitled to deduct the total amount of such refund from the amounts remitted to City under Section 2.2.3.

#### **1.1.5 Representation and Warranties of City**

City hereby represents and warrants that as of the date hereof and as of the date on which notice is given by City to Company pursuant to Section 1.1.1 of any change in the Sewer Fee, including any change in Customer classifications, special fees or exemptions, it (i) has the power and authority under all applicable law to adopt the Sewer Fees, and (ii) has taken all actions and done all things necessary or appropriate to adopt the Sewer Fees and that such Sewer Fees have been validly adopted by City in accordance with applicable law and are in full force and effect as of the date Company collects sewer fees on behalf

## **1.2 Customer Information**

Company shall maintain a record for each Customer in accordance with its customary procedures containing the following information (the "Customer Information"):

- (a) name and address of the Customer,
- (b) classification of Customer and whether the Customer is entitled to a special fee or exemption,
- (c) the date on which potable domestic water utility service for such Customer is requested and the date on which service for such Customer ends,
- (d) the amount of water used during each Billing Period,
- (e) the amount of Sewer Fees billed by Company during each Billing Period,
- (f) the amount of Sewer Fees remitted by Company to City for such Customer for each Billing Period,
- (g) the amount of any credits reflected on the bill of such Customer during each Billing Period,
- (h) and the date of any calls from a Customer to Company regarding the amount of Sewer Fees billed to such Customer.

Company shall periodically back up the Customer Information in the Company's records in accordance with its customary procedures. Company shall maintain such Customer Information in its records for a period of at least three (3) years.

## **1.3 Reporting**

Company shall, to the extent permitted by applicable law, provide City with the following reports:

- (a) a report on or prior to sixty (60) days after the end of each year with respect to each Customer during the prior year setting forth the Customer Information for each Customer during such year,
- (b) a report within thirty (30) days after the termination of this Agreement setting forth the Customer Information for each Customer during the period since the last annual report provided by Company to City pursuant to Section 1.3(a),
- (c) a report on or prior to sixty (60) days after the end of each year with respect to a reconciliation of the aggregate amount of Sewer Fees collected by the Company during such year to the aggregate amount of Sewer Fees remitted by the Company to City, and

(d) such other reports as City may reasonably request with respect to the Customer Information maintained by the Company in its records, provided that City compensates Company for the actual cost of the production thereof, including allocated overhead expenses.

#### **1.4 Cooperation of Parties**

The Parties agree to do all such things and take all such action, and to make, execute and deliver such documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of this Agreement. City shall promptly notify Company of any inaccuracies which it discovers in the Customer Information. Company shall correct any inaccuracies in such Customer Information within thirty (30) days after it has been notified of such inaccuracies by City.

## **2. CHARGES/PAYMENTS TO CITY**

### **2.1 Fees**

#### **2.1.1 Set-Up Charges**

(a) City hereby agrees to pay Company the following set-up charges

(i) an Initial Set-Up Charge of \$5,758, and

(ii) a City Rate Change Charge in an amount not to exceed the Initial Set-Up Charge, provided that the rate change does not involve a change in rate structure,

in each case, as adjusted pursuant to Section 2.1.4.

(b) In the event that a City Rate Change Charge involves a change in rate structure, the City Rate Change Charge may be increased to an amount sufficient to reimburse Company for the actual costs of setting up such change in rate structure, including allocated overhead expenses. Thereafter the City Rate Change Charge for each City rate change based on such changed rate structure shall be in an amount not to exceed the new City Rate Change Charge, as adjusted pursuant to Section 2.1.4

#### **2.1.2 Monthly Charges**

City hereby agrees to pay Company the following monthly charges:

(a) a Bill Rendered Charge in the amount of \$0.50 per bill, and

(b) an Allowance for Uncollectible Accounts calculated at the rate established in the Company's current general rate case as the rate applicable to Customers for the purposes of recovering the costs of uncollectible accounts, as adjusted pursuant to

Section 2.3.2 (the "GRC Rate") times the total amount of Sewer Fees billed for the period, in each case, as adjusted pursuant to Section 2.1.4.

### **2.1.3 Annual Charges**

City hereby agrees to pay Company an annual charge for preparation of the report set forth in Section 1.3(c) of \$300, as adjusted pursuant to Section 2.1.4.

### **2.1.4 Inflation Adjustments**

The fees set forth in Sections 2.1.1, 2.1.2 and 2.1.3 shall be adjusted annually on January 1 of each year by an amount equal to the amount of the annual increase in the Consumer Price Index-All Urban Wage Earners and Clerical Workers for Los Angeles-Riverside, Orange County, California established by the U.S. Bureau of Labor Statistics for the Base Year 1982-1984.

## **2.2 Payment Terms**

### **2.2.1 Invoices to City**

Company shall render invoices to City for the Initial Set-Up Charge and City Rate Change Charge which shall be paid by City within forty-five (45) days of receipt, unless City files a written objection to the charges. Invoices shall be sent to the City at the address set forth in Section 2.2.4. In the case of written objection by City, the Parties shall meet and confer and attempt to settle the matter. Failing that, the matter shall, at the option of either of the Parties, be finally settled by arbitration conducted expeditiously in accordance with the Rules for Non-Administered Arbitration of Business Disputes promulgated by the CPR Institute for Dispute Resolution (formerly Center for Public Resources). The place of arbitration shall be Los Angeles, California. The arbitration shall be governed by the United States Arbitration Act (9 U.S.C. Sections 1-16). The arbitration of the matter shall be final and binding upon the Parties to the maximum extent permitted by law. Judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof.

### **2.2.2 Payment by City**

(a) City shall pay the following amounts to Company:

(i) the amount set forth in the invoice rendered by Company to City pursuant to Section 2.2.1 within forty-five (45) days following the receipt thereof,

(ii) the amount set forth in Section 2.1.3 within forty-five (45) days following receipt of the report provided by Company to City pursuant to section 1.3(c), and

(iii) if the aggregate amount of Sewer Fees collected by the Company for any year is less than the aggregate amount of Sewer Fees remitted by Company to City, an amount equal to the difference between the amount remitted and the amount collected within forty-five (45) days following receipt of the report

provided by Company to City pursuant to Section 1.3(c). Amounts paid by Company Customers shall be applied first to all charges other than the Sewer Fees and then to the Sewer Fees for purposes of determining whether there has been an overpayment by Company to the City.

(b) If City fails to pay any amount set forth in Section 2.2.2(a) as provided therein, Company, in addition to any other remedies which it may have hereunder, may offset the amounts owed by City to it hereunder against any amounts which Company is required to transfer to City pursuant to Section 2.2.3.

### **2.2.3 Transfer of Funds and Other Payments to City**

Company shall pay City an amount equal to all Sewer Fees billed during any billing period, regardless of whether Company has collected all or any part of said Sewer Fees, within forty-five (45) days of billing said Sewer Fees. Company shall deduct the Per Bill Rendered Charge, the Allowance for Uncollectible Accounts, any refunds due Customer for such billing period and any amount that City may owe Company pursuant to Section 1.3(c) from the amounts billed by Company and paid to City. If the aggregate amount of Sewer Fees collected by Company for any year is greater than the aggregate amount of Sewer Fees remitted by Company to City, Company shall pay City an amount equal to the difference between the amount collected and the amount remitted within forty-five (45) days following the delivery of the report to City pursuant to Section 1.3(c). Amounts paid by Company Customers shall be applied first to all charges other than the Sewer Fees and then to the Sewer Fees for purposes of determining whether there has been an underpayment by Company to the City.

### **2.2.4 Payment Offices**

(a) Payments and invoices to City shall be sent by Company to:

Finance Director  
City of Placentia  
401 East Chapman Avenue  
Placentia, California 92870

(b) Payments to Company shall be sent by City to:

Controller  
Southern California Water Company  
630 East Foothill Boulevard  
San Dimas, California 91773

## **2.3 Allowance for Uncollectible Accounts**

### **2.3.1 Initial GRC Rate**

The initial GRC Rate on the date hereof is 0.147 percent (0.147 %).

### **2.3.2 Changes in GRC Rate**

The GRC Rate may be adjusted at such time as a new rate is established in a general rate case by decision of the California Public Utilities Commission.

### **3. TERM**

#### **3.1 Term**

The term of this Agreement shall commence at 9:00 a.m. (California time) on June 1, 2005 and shall remain in full force and effect until terminated by one of the Parties as provided in Section 3.2.

#### **3.2 Termination**

City may terminate this Agreement with or without cause upon thirty (30) days written notice to Company. Company may terminate this Agreement with or without cause upon one hundred twenty (120) days written notice to City.

#### **3.3 Effect of Termination.**

The termination of this Agreement shall not affect the obligations of either Party to the other incurred under this Agreement prior to the date of termination. The provisions of Articles 4, 5 and 6 shall survive termination of this Agreement.

### **4. INDEMNIFICATION AND LIABILITY**

#### **4.1 Indemnification**

##### **4.1.1 Of Company**

City shall defend, indemnify and hold free and harmless Company and its officers, employees, agents, representatives and volunteers, from any claim, demand, damage, liability, loss, cost, expense, lien or judgment for any damage arising out of this Agreement, including, without limitation, any action relating to or arising from the invalidity of any ordinance with respect to the Sewer Fees or late charges and/or interest on such Sewer Fees, except to the extent such claim, demand, damage, liability, loss, cost, expense, lien or judgment is caused solely by the errors or omissions of Company's officers, employees, representatives or volunteers. Each of City and Company hereby acknowledge and agree that Company shall not be responsible for any claim, demand, damage, liability, loss, cost, expense, lien or judgment for any damage arising out the invalidity of any Sewer Fees.

##### **4.1.2 Of City**

Each of City and Company hereby acknowledge and agree that City shall not be responsible for any claim, demand, damage, liability, loss, cost, expense, lien or judgment for any damage arising out of Company's public utility activities.

##### **4.1.3 General Principles**

(a) In case of joint or concurring negligence of the Parties, each shall have full right of contribution from the other.

(b) Neither Party shall be indemnified for its inability to perform or for any matter resulting from its sole negligence or willful misconduct.

(c) Nothing contained in this Section 4.1 shall be construed or deemed to prevent either Party from defending any action or claim by using all legitimate defenses which it may have, including alleging the negligence, misfeasance, malfeasance or nonfeasance of the other.

(d) The provisions of this Section 4.1 shall not relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy.

## **4.2 Limitations on Liability**

### **4.2.1 Limitation on Damages**

(a) Subject to each Party's right to indemnification as provided in Section 4.1, each Party hereby waives any claim, demand or right to reimbursement for consequential, indirect, special, punitive or similar damages arising out of, relating to or resulting from its performance or failure to perform, either directly or indirectly, any of its obligations hereunder.

(b) In carrying out any of the provisions of this Agreement or in exercising any authority hereunder, there shall be no personal liability upon any officer, director or employee of the Company or any official or employee of City.

### **4.2.3 Responsibility for Refunds**

In the event that City agrees, is ordered or is otherwise required to refund all or any portion of any Sewer Fee, it shall be the sole responsibility of the City to refund such Sewer Fee, and Company shall have no liability therefor. Company hereby agrees to assist City upon request in the calculation or verification of such refunds, distributing refunds, providing Customer Information or providing data processing assistance with respect thereto, provided City agrees to reimburse Company for all actual costs which it may incur with respect to providing such assistance, including allocated overhead expenses, and overtime pay to the extent incurred in connection with providing such assistance.

### **4.2.4 No Limitation on Legal Rights**

Nothing contained in this Article 4 shall be construed or shall be deemed to, in any manner, limit any rights which Company may have under any statute, rule or regulation with respect to the services that it is providing to City hereunder, including, without limitation, all rights granted to it under Section 799 of the California Public Utilities Code.

## 5. CONFIDENTIAL INFORMATION

### 5.1 **Definition of Confidential Information**

“Confidential Information” means, with respect to the Company, the Customer Information set forth in Section 1.2(a) & (c). “Confidential Information” means, with respect to the City, the Customer Information set forth in Section 1.2(b), (d) and (e)-(g).

### 5.2 **Obligation to Keep Confidential Information Confidential**

With regard to the Confidential Information (oral, written or both), each Party agrees that, except as otherwise provided herein, the Confidential Information of the other Party shall not be disclosed to any third party or used in any manner other than in connection with performing its obligations hereunder, without the prior written consent of the other. Each Party further agrees:

(a) not to use or exploit the Confidential Information or disclose the Confidential Information of the other Party to any Person, except for purposes of performing its obligations hereunder;

(b) to inform each of its officials, officers, directors, employees, agents and representatives to whom Confidential Information may be disclosed of the terms of this Section 5;

(c) to be responsible for the breach by any of its officials, officers, directors, employees, agents and representatives of any of its obligations hereunder; and

(d) not to disclose the Confidential Information of the other Party, to any Person, other than its officials, officers, directors, employees, agents and representatives to whom it is deemed necessary to disclose such Confidential Information for proper business purposes, without the prior written consent of the other, which consent may be conditioned on the execution of a confidentiality agreement containing provisions similar to those set forth herein.

### 5.3 **Exclusions**

Notwithstanding the foregoing, either Party may disclose Confidential Information pursuant to the order or requirement of a court, administrative agency, or other governmental body pursuant to applicable law, as otherwise provided by law, or pursuant to the written consent of the Customer.

### 5.4 **Acknowledgments**

The Parties agree that in the event of any breach or threatened breach of these confidentiality requirements, either Party shall be entitled to seek specific performance of these provisions.

## 6. GENERAL CONDITIONS

### 6.1 **Successors and Assigns**

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

## **6.2 Attorneys' Fees**

If any suit or other action or proceeding is brought to enforce the terms of this Agreement, the prevailing Party in such action shall be entitled to recover reasonable attorneys' fees and costs in such amounts as may be established by a court and not a jury.

## **6.3 Entire Agreement**

This Agreement embodies the entire agreement between the Parties and supersedes all prior and contemporaneous oral or written agreements, representations and understandings, if any, relating to the subject matter hereof.

## **6.4 Amendments; Waivers**

This Agreement may be amended only by agreement of the Parties in writing. No waiver of any provision of, nor any consent to any exception to the terms of this Agreement shall be effective, unless in writing and signed by the Party to be bound and then only for the specific purpose, extent and instance so provided. No failure on the part of any Party to exercise or delay in exercising any right hereunder shall be deemed a waiver thereof, nor shall any single or partial exercise preclude any further or other exercise of such or any other right.

## **6.5 Warranty of Authority**

Each person executing this Agreement on behalf of a Party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity it purports to so bind.

## **6.6 Headings**

Headings are for the convenience of reference only and shall in no way affect the interpretation of this Agreement.

## **6.7 No Third Party Beneficiaries**

This Agreement shall be binding upon and inure to the benefit of the Parties, and nothing in this Agreement, express or implied is intended to or shall confer upon any Person any right, benefit or remedy of any kind whatsoever.

## **6.8 Notices**

Any notice hereunder shall be deemed sufficient if given by one Party to the other in writing and either delivered in person, transmitted by telecopy or other telecommunication or electronic form of communication or deposited in the United States mail in a sealed envelope, certified and with postage and postal charges prepaid, and addressed as follows:

City: Steve Brisco, Finance Director  
City of Placentia  
401 East Chapman Avenue  
Placentia, CA 92870  
Telecopy: 714/961-0283  
E-Mail: SBrisco@placentia.org

Company: Customer Service Center Manager  
Southern California Water Company  
630 East Foothill Blvd.  
San Dimas, CA 91773  
Telecopy: 909-394-3768

or to such other address or to such other person as either party shall have last designated by such notice to the other Party. The effective date of such notice shall be the earlier of the date of actual receipt or three days following deposit in the United States mail.

**6.9 Counterparts**

This Agreement may be executed in counterparts, each of which, when so executed shall be deemed an original, and by facsimile signature, but all such counterparts together shall constitute but one and the same Agreement, but the Parties agree that the Agreement on file in the office of City's City Clerk is the version of the Agreement that shall take precedence should any differences exist among counterparts of the document.

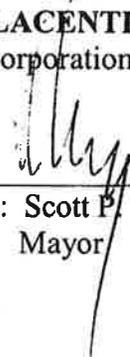
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties do hereby agree to the foregoing covenants, terms and conditions of this Agreement dated as first set forth above.

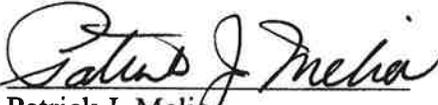
**SOUTHERN CALIFORNIA WATER COMPANY**  
a California corporation

By:   
Name: Joel Dickson  
Title: Sr. Vice President

**CITY OF PLACENTIA**  
a municipal corporation

By:   
Name: Scott P. Brady  
Title: Mayor

ATTEST:

  
Patrick J. Melia  
City Clerk

APPROVED AS TO FORM:

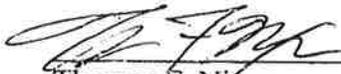
  
Thomas F. Nixon,  
City Attorney

Exhibit [A]

**Sewer Fee Commencement**

Assessment of the Sewer Fee shall commence with the first full billing cycle of the Customer following May 1, 2005 by adoption of the Ordinance #O-2005-04 by the City of Placentia.

**Customer Payment Terms**

The Sewer Fee shall be due and payable at the same time as the bill for water service and shall be considered delinquent nineteen (19) days from the date of mailing. A late fee of \$0.00 on any unpaid balance will be imposed upon delinquent accounts.

**Amount of Sewer Fee**

The amount of the Sewer Fee varies according to the classification of a Customer and is based upon the volume of water consumed, according to the following table:

<i>Customer Class</i>	<i>Sewer Fee per CCF Unit of Water Consumed</i>
Single Family Residential	\$0.35
Multi-family Residential	\$0.39
Commercial & Industrial	\$0.37
Institutional	\$0.25
Governmental & Public	\$0.35

Alternately, the City may assign a Customer a special Sewer Fee in accordance with Ordinance No. O-2005-04.

**Customer Class Definitions**

The following definitions establish the various Customer Classes as a basis for assessing the Sewer Fee:

**Commercial:** The use of the sanitary sewer system related to the operation of any business, commerce or trade.

**Governmental:** The use of the sanitary sewer system by a city, county, state, federal government or subdivision of any of the aforementioned.

**Industrial:** The use of the sanitary sewer system related to manufacturing or processing activities identified in the 1997 U.S. North American Industrial Classification System in the following categories: 11xx - Agriculture, Forestry, Fishing and Hunting; 21xx - Mining; 22xx - Utilities; 31xx to 33xx - Manufacturing; 48xx to 49xx - Transportation and Warehousing and 562x - Waste Management and Remediation Services.

**Institutional:** The use of the sanitary sewer system related to private/public schools, junior colleges, colleges/universities, cemeteries, and hospitals.

**Multi-family Residential:** A structure or set of structures containing multiple dwelling units designed for and containing facilities for living, sleeping, cooking, and eating. The structures

## Exhibit [A]

may be made up of one-family houses attached to one or more houses and buildings constructed for occupancy by two or more families (e.g., duplexes, apartments, townhouses, row-houses, condominiums, and boarding and rooming houses) and all residential mobile homes or trailers.

**Public:** The use of the sanitary sewer system related to predominantly general public use. Examples include museums, historical sites, religious organizations, charitable organizations, social advocacy organizations, and civic/social organizations that are not operated for profit or operated under any governmental agency. Also includes homeowners' associations and mobile home park recreation buildings and pool cabanas.

**Single Family Residential:** A single structure designed for and containing facilities for living, sleeping, cooking, and eating. For an account to be considered a single family residential, water must be provided to the dwelling unit through a dedicated meter for the exclusive water use of the residence within and around the residence.

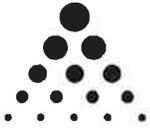
**Dwelling Unit:** A dwelling unit is defined as a house, an apartment, a group of rooms, or a single room intended for occupancy as separate living quarters, in which the occupants do not live and eat with any other persons in the structure. A dwelling unit has either complete kitchen facilities for the exclusive use of the occupants or direct access either from the outside of the building or through a common hall.

**Premises:** A structure and any appurtenances or improvements located on a parcel of real property discharging sewage or having a connection to the sanitary sewer system.

**Residential:** The use of the sanitary sewer system related to predominantly residential use of the premises discharging sewage into the sanitary sewer system. This class is broken down into two sub-classes Single Family Residential (SFR) and Multi-Family Residential (MFR).

### Exempted Customers

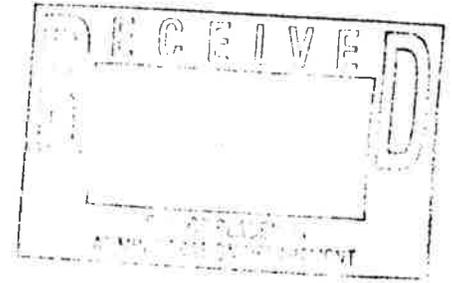
Irrigation only Customers, Customers that have septic systems and Customers that have private sewer systems that do not connect to the City of Placentia's sanitary sewer system shall be exempt from the Sewer Fee.



## Southern California

Water Company

A Subsidiary of American States Water Company



August 30, 2005

Mr. Michael McConaha  
Management Analyst  
City of Placentia  
401 East Chapman Ave.  
Placentia, CA 92870

Dear Mr. McConaha:

Enclosed, as requested, is one fully executed copy of the billing services agreement, signed by Joel Dickson.

We have retained one original for our files.

Very truly yours,

Georgette Boucher  
Executive Secretary

/gb

Enclosure



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL  
VIA: CITY ADMINISTRATOR  
FROM: DIRECTOR OF PUBLIC WORKS  
DATE: JULY 9, 2019  
SUBJECT: **AWARD OF CONTRACT TO BRENNAN FIRE AND SECURITY, INC. FOR FIRE AND SECURITY ALARM MONITORING AND ANNUAL TESTING SERVICES**

FISCAL  
IMPACT: EXPENSE: \$ 9,020 ANNUAL COST FOR SERVICES  
BUDGETED: \$18,000 FISCAL YEAR 2019-20 OPERATING BUDGET

### **SUMMARY:**

This proposed agreement provides for 24/7 fire and security alarm monitoring services and annual testing services at twelve (12) City-owned facilities. The scope of work for this contract includes monthly monitoring and annual testing services along with hourly rates for extraordinary repairs and emergency response. The City recently issued a notice inviting bids for these services and bids were received on May 23, 2019 from two (2) contractors. Brennan Fire and Security, Inc., ("Brennan") was deemed the lowest responsive and responsible bidder.

This proposed action will award to Brennan a three-year agreement with an annual cost of \$9,020 and a three-year cumulative not-to-exceed cost of \$27,060 for fire and alarm monitoring and testing. Award of this contract also authorizes an hourly rate for extraordinary repairs and emergency response and an option for one (1) additional two-year contract extension.

### **RECOMMENDATION:**

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

1. Approve a Maintenance Services Agreement with Brennan Fire and Security, Inc. for fire and security alarm monitoring and annual testing in an amount not-to-exceed \$27,060 (or an average of \$9,020 annually) for an initial three-year contract term ending June 30, 2022, with the option to extend for one (1) additional two-year term; and
2. Authorize the City Administrator to approve contract change orders up to 10% of the annual contract amount of \$9,020; and
3. Authorize the City Administrator or his/her designee to execute all necessary documents, in a form approved by the City Attorney; and

**1. e.**  
**July 9, 2019**

4. Authorize the City Administrator to approve the eligible contract term extension for one (1) additional two-year term based upon contractor performance and at the discretion of the City.

**DISCUSSION:**

The City maintains fire and security alarm systems at twelve (12) City-owned facilities. Since 2012, the City's inventory of fire and security alarm systems has been maintained and monitored by Tyco Simplex Grinnell ("Tyco"). In 2018, Tyco was acquired by Johnson Controls. Since the corporate merger, Staff has faced administrative and service-oriented issues with the new company which resulted in the issuance of a Notice Inviting Bids for a new service contract. On May 23, 2019, City Staff received two (2) bids from contractors to provide these services and a summary of those bid amounts is noted in the table below.

<b>Contractor</b>	<b>Bid Amount</b>
Brennan Fire and Security, Inc.	\$ 9,020.00
Securitas Electronic Security, Inc.	\$ 39,696.00

Staff reviewed the bids received for mathematical and other errors. It was determined that the apparent low bid was submitted by Brennan. After examining the two bids received by the respective contractors, Staff followed up with the high bidder to determine the reason for the wide disparity between their bid and the low bidder's amount. It was determined that the difference between bids is attributed to Securitas Electronic Security, Inc. submitting an 800% higher unit pricing in the contract scope of work. The scope of work in this agreement involves 24/7 monitoring and annual testing of the fire and security alarm systems at City-owned facilities along with extraordinary and emergency hourly rates.

Additionally, Staff conducted a reference check on Brennan who received favorable reviews from other clients. Based on the bid amount received and the reference check, Staff recommends the City Council award an initial three-year contract term with one (1) potential two-year extension to Brennan. The contract not-to-exceed amount is \$27,060 for the initial three-year contract amount (or an average of \$9,020 annually) plus the hourly rate set forth for labor associated with extraordinary repairs and emergency response.

**FISCAL IMPACT:**

The agreement with Brennan is for three (3) years for a cumulative not-to-exceed contract amount of \$27,060.00 and an average annual cost of \$9,020, with the option to extend for one (1) additional two-year term based upon contractor performance and at the discretion of the City. Hourly rates for labor costs associated with extraordinary repairs and emergency response have also been identified. Funding for the fire and security alarm monitoring and testing is included in the adopted Fiscal Year 2019-20 Operating Budget.

Prepared by:



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Joel Cardenas  
Public Works Superintendent

Reviewed and approved:



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Luis Estevez  
Director of Public Works

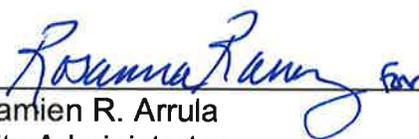
Reviewed and approved:



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Kim Krause  
Director of Finance

Reviewed and approved:



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Damien R. Arrula  
City Administrator

Attachment:

Maintenance Services Agreement with Brennan Fire and Security, Inc.

**CITY OF PLACENTIA  
MAINTENANCE SERVICES AGREEMENT  
WITH  
BRENNAN FIRE AND SECURITY, INC**

THIS AGREEMENT is made and entered into this 5th day of August 2019 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and Brennan Fire and Security, Inc, a California Corporation ("Contractor").

**WITNESSETH:**

A. WHEREAS, City proposes to utilize the services of Contractor as an independent contractor to provide fire and security alarm monitoring as more fully described herein; and

B. WHEREAS, Contractor 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 Contractor 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 CONTRACTOR**

1.1. Scope of Services. Contractor shall provide the professional services described in Contractor'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 Contractor 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 Contractors in similar fields and circumstances in accordance with sound professional practices. Contractor 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 Contractor's performance of this Agreement. Contractor 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 Contractor 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 Contractor to comply with this section.

1.3. Performance to Satisfaction of City. Contractor 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 Contractor to review the quality of the work and resolve the matters of concern;
- (b) Require Contractor 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. Contractor 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. Contractor 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 Contractor's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Contractor 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. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

Contractor shall, in all solicitations and advertisements for employees placed by, or on behalf of Contractor 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. Contractor 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. Contractor acknowledges that City may enter into agreements with other Contractors 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. Contractor may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Contractor's sole cost and expense. All insurance requirements contained in this Agreement are independently applicable to any and all subcontractors that Contractor may engage during the term of this Agreement.

1.8. Confidentiality. Employees of Contractor in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Contractor covenants that all data, documents, discussion, or other information developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Contractor 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. Contractor's covenant under this Section shall survive the termination of this Agreement.

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. Contractor shall be paid in accordance with the fee schedule set forth in Exhibit "A". Contractor's total compensation shall not exceed Nine Thousand and Twenty Dollars (\$ 9,020.00) per year, or a cumulative amount of Twenty-Seven Thousand and Sixty Dollars (\$27,060.00) over the initial three-year contract term.

2.2. Additional Services. Contractor shall not receive compensation for any services provided outside the scope of services specified in the Contractor'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 Contractor 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 Contractor's standard hourly rates shall be paid to the Contractor for such additional services. Such increase in additional fees shall be limited to 10% of the total contract sum. The City Engineer is authorized to approve a Change Order for such additional services.

2.3. Method of Billing. Contractor 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 Contractor's services which have been completed to City's sole satisfaction. City shall pay Contractor'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 Contractor'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 Contractor is encountered, a time extension may be mutually agreed upon in writing by the City and the Contractor. The Contractor shall present documentation satisfactory to the City to substantiate any request for a time extension.

#### 4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 36 months, ending on August 5<sup>th</sup>, 2022, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. The Contract may also be extended for an additional two-year term based on the City's discretion and contractor performance.

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 Contractor. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Contractor 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 Contractor 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 Contractor 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 Contractor, 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 Contractor for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination within thirty-five (35) days after service of the notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Contractor. 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 Contractor in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Contractor, at no cost to City. Any use of uncompleted documents without specific written authorization from Contractor shall be at City's sole risk and without liability or legal expense to Contractor.

## **5.0. INSURANCE**

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

- (a) Broad-form commercial general liability, in a form at least as broad as ISO from #CG 00 01 04 13, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit. If Contractor maintains higher limits that the specified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Contractor.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, each incident for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California and Employers Liability Insurance with a minimum limit of \$1,000,000 per accident for any employee or employees of Contractor. Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor to comply with this section.

Neither the CITY nor any of its elected or appointed officials, officers, agents, employees, or volunteers makes any representation that the types of insurance and the limits specified to be carried by Contractor under this Agreement are adequate to protect Contractor. If Contractor believes that any such insurance coverage is insufficient, Contractor shall provide, at its own expense, such additional insurance as Contractor 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 Contractor pursuant to its contract with the City; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor."
- (b) Notice: "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; (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, Contractor shall forthwith obtain and submit proof of substitute insurance. Should Contractor fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Contractor's sole cost and expense."
- (c) Other insurance: "The Contractor'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 Contractor'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. 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 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 Contractor 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.

Contractor shall designate a representative for purposes of this Agreement who 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.

6.3. Project Managers. City shall designate a Project Manager to work directly with Contractor in the performance of this Agreement. It shall be the Contractor's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Contractor 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.

Contractor 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 Contractor without the express written approval by the City. Contractor 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 CONTRACTOR:

Brennan Fire & Security, Inc  
12549 Slauson Avenue, Unit D  
Santa Fe Springs, CA, 90760  
Tel: 562-698-6500

Attn: Joseph Brennan, President

IF TO CITY:

City of Placentia  
401 E. Chapman  
Placentia, CA 92870  
Tel: 714-993-8245

Attn: Joel Cardenas, Public  
Works Superintendent

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. Contractor agrees to submit to the personal jurisdiction of such court in the event of such action.

6.7. Assignment. Contractor shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Contractor'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 Contractor of Contractor's obligation to perform all other obligations to be performed by Contractor hereunder for the term of this Agreement.

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

6.9. Independent Contractor. Contractor is and shall be acting at all times as an independent contractor and not as an employee of City. Contractor 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 Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor 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. Contractor 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 Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Contractor 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. Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.10. 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.

6.11. 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.

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 Contractor or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Contractor 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 Contractor. City shall indemnify and hold harmless Contractor 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 Contractor. Contractor 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. Contractor or Contractor'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. 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.

6.14. Conflict of Interest. 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 subContractors 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.

6.15. 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.

6.16. Prohibited Employment. Contractor 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 Contractor'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 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.

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

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

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

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

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

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

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

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

CITY OF PLACENTIA,  
A municipal corporation

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

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

ATTEST:

\_\_\_\_\_  
Robert S. McKinnell, City Clerk and  
ex-officio Clerk of the City of Placentia

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, Risk Management

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

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Joel Cardenas, Project Manager

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

DEPARTMENTAL APPROVAL:

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

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

**EXHIBIT A**

**CONTRACTOR'S PROPOSAL AND SCOPE OF WORK**

**EXHIBIT B**  
**CERTIFICATES OF INSURANCE AND ENDORSEMENTS**

# Section C

**BRENNAN FIRE**  
 12540 SLAUSON AVE #D  
 SANTA FE SPRINGS CA 92676  
 LIC#977334 TEL:562-686-7750

## PROPOSAL

Bidders Name \_\_\_\_\_

**TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF PLACENTIA:**

The undersigned, as bidder, declares that: (1)-this proposal is made without collusion with any other person, firm or corporation, and that the only persons or parties interested as principals are those named herein as sworn in the attached Non-Collusion Affidavit; (2)-bidder has carefully examined the Specifications, Instructions To Bidders, Proposal, Notice Inviting Sealed Bids and all other contract documents and information furnished therefore and the site of the proposed work; and (3)-bidder has investigated and is satisfied as to the conditions to be encountered, the character, quality and quantities of work to be performed and materials to be furnished. Furthermore, bidder agrees that submission of this proposal shall be conclusive evidence that such examination and investigation have been made and agrees, in the event this contract be awarded to bidder, to enter into a contract with the City Council of the CITY OF PLACENTIA, to perform said proposed work in accordance with the Plans, if any, and the terms of the Specifications, in the time and manner therein prescribed, and to furnish or provide all materials, labor, tools, equipment, apparatus and other means necessary so to do, except such thereof as may otherwise be furnished or provided under the terms of said Specifications, for the following stated unit prices or lump sum price as submitted on the Bid Sheet herein.

The bidder shall submit as part of this proposal a completed copy of the Contractor's Industrial Safety Record. This Safety Record must include all construction work undertaken in the State of California by the bidder and any partnership, joint venture or corporation that any principal of the bidder participated in as a principal and owner for the last five calendar years and the current calendar year prior to the date of bid submittal. Separate information shall be submitted for each such partnership, joint venture, or corporate or individual bidder. The bidder may attach any additional information or explanation of data which he would like to be taken into consideration in evaluating the safety record. An explanation of the circumstances surrounding any and all fatalities must be attached.

Accompanying this proposal is (Circle one "cash", "a Cashier's Check", "a certified check", or "a Bidder's Bond in the form furnished by the City", as the case may be) in the amount of \$ 10%, an amount equal to at least ten percent (10%) of the total aggregate bid price based on the quantities shown and the unit prices quoted. The undersigned bidder agrees that should bidder be awarded the Contract on the basis hereof and thereafter fail or refuse to enter into a Contract and provide the required evidence of insurance and bonds within 15 calendar days after written notice of the award, the cash, check or bond shall be forfeited to the city in accordance with Public Contract Code section -20172, except as otherwise provided in Public Contract Code section -20174. The undersigned agrees that in the event of such failure, the actual amount of damages to the City would be impractical and extremely difficult to determine.

In compliance with the Notice Inviting Sealed Bids, the undersigned hereby agrees to enter into a contract to furnish all labor, materials and supplies for this project in accordance with the Specifications, Plans other Contract Documents which are on file in the office of the Public Works Manager of the CITY OF PLACENTIA, to the satisfaction and under the direction of the Public Works Manager, at the following prices: The contractor shall perform all work under this contract for a period of thirty-six (36) months. The term of this contract may be extended for two additional one-year terms, based on performance and at the option of the City Administrator starting from the day after the issuance of the Notice to Proceed.

### Bid Schedule for Fire & Burglary Monitoring

Item#	Equipment Type	Location	MONTHLY MONITORING	ANNUAL MONITORING (ALL 12 MONTHS)	ANNUAL FIRE ALARM TESTING
1.	Vista 32 Burglary and Fire Panel	Kraemer Club House	\$ 30.00	\$ 360.00	\$ 375.00
2.	Vista 50 Burglary and Fire Panel	Gomez Community Center	\$ 30.00	\$ 360.00	\$ 375.00
3.	Vista 50 Burglary and Fire Panel	Backs Community Building	\$ 30.00	\$ 360.00	\$ 375.00
4.	Vista 50 Burglary and Fire Panel	Placentia Champion's Sports Complex	\$ 30.00	\$ 360.00	\$ 375.00
5.	Vista 50 Burglary and Fire Panel	E.T Powell Building	\$ 30.00	\$ 360.00	\$ 375.00
6.	Vista 50 Burglary and Fire Panel	Koch Recreation Center	\$ 30.00	\$ 360.00	\$ 375.00
7.	Vista 32 Burglary and Fire Panel	Whitten Community Center	\$ 30.00	\$ 360.00	\$ 375.00
8.	Vista 50 Burglary and Fire Panel	Tynes Gymnasium	\$ 30.00	\$ 360.00	\$ 375.00
9.	Vista 50 Burglary and Fire Panel	Aguirre Building	\$ 30.00	\$ 360.00	\$ 375.00
10.	Intrusion System: BA-Monitoring, cell back-up, open & close Track, PIN MGMT, Security Plus	Police Department Evidence Building	\$ 30.00	\$ 360.00	\$ 575.00
11.	Intrusion System: Monitoring & MTC. Cellular Backup Monitoring	City Hall / Police Dept.	\$ 30.00	\$ 360.00	\$ 375.00
12.	Vista 32 Burg and Fire Panel	City Corporate Yard	\$ 30.00	\$ 360.00	\$ 375.00
<b>Total Annual Cost</b>				<b>\$ 4320.00</b>	<b>\$ 4700.00</b>
<b>Grand Total Annual Monitoring &amp; Alarm Testing</b>					<b>\$ 9020.00</b>

### Location Addresses

1.	Kraemer Clubhouse - 116 N. Walnut Ave.	8.	Tynes Gymnasium 2101 N. Tuffree Blvd.
2.	Gomez Community Center - 1701 Atwood Ave.	9.	Aguirre Building - 505 Jefferson St.
3.	Backs Community Building - 201 N. Bradford Ave.	10.	Evidence Building - 166 E. La Jolla Street
4.	Placentia Champion Sports Complex- 505 Jefferson St.	11.	City Hall / Police Dept. 401 E. Chapman Ave.
5.	E.T. Powell Building - 143 S. Bradford Ave.	12.	City Corporate Yard - 2999 E. La Jolla Ave.
6.	Koch Recreation Center - 2210 N. Valencia Ave.		
7.	Whitten Community Center 900 S. Melrose Ave.		

### Labor Rates

Normal Business Hours Rate	Emergency After-Hours Rate
\$125. <sup>00</sup> per hour	\$175. <sup>00</sup> per hour

Bidders understand twenty-four (24) hours, seven days per week (including holidays) emergency response is required within one (1) hour of notification by City.

**NOTE:** The City reserves the right to award a contract to the lowest responsible bidder in parts or in its entirety and reserves the right to reject all bids and re-advertise, as appears to be in the best interests of the City. A bid is required for this entire work, the estimated quantities set forth in this Bid Sheet being solely for the purpose of comparing bids, and final compensation under the Contract will be based upon the actual quantities of work satisfactorily completed. The unit and/or lump sum prices bid shall include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amount bid, unit prices shall govern over extended amounts, and words shall govern over figures. The City reserves the right to increase or decrease the amount of any quantity shown and to delete any item from the Contract.

The undersigned bidder agrees that, if awarded the Contract, bidder will complete all work according to the contract documents. The undersigned bidder is licensed in accordance with the requirements of the Business and Professions Code, California Contractor's License No. 977334, Class C10/C16 (REQUIRED AT TIME OF AWARD).

Legal Business Name of Bidder Brennan Estimating Services, Inc.  
 Business Address 12540 Simpson Ave Santa Fe Springs, CA 90670  
 Business Tel. No. 562-698-6500

Signature <u>[Signature]</u>	Date <u>5/22/2019</u>	Title <u>President</u>
Signature <u>[Signature]</u>	Date <u>5/22/2019</u>	Title <u>Secretary</u>
Signature _____	Date _____	Title _____

If bidder is an individual, name and signature of individual must be provided, and, if he is doing business under a fictitious name, the fictitious name must be set forth. If bidder is a partnership or joint venture, legal name of partnership/joint venture must be provided, followed by signatures of all of the partners/joint ventures or of fewer than all of the partners/joint ventures if submitted with evidence of authority to act on behalf of the partnership/joint venture. If bidder is a corporation, legal name of corporation must be provided, followed by signatures of the corporation President or Vice President and Secretary or Assistant Secretary, and the corporate seal. Signatures of partners, joint ventures, or corporation officers must be acknowledged before a Notary Public, who must certify that such partners, joint ventures, or officers are known to him or her to be such, and, in the case of a corporation, that such corporation executed the instrument pursuant to its bylaws or a resolution of its Board of Directors.



# Placentia City Council

## **AGENDA REPORT**

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: JULY 9, 2019

SUBJECT: **ACCEPTANCE OF CONSTRUCTION WORK AND NOTICE OF COMPLETION FOR CONSTRUCTION OF THE PEDESTRIAN ACCESSIBILITY PROJECT PHASE VII, CITY PROJECT NO. 1907**

### FISCAL

IMPACT: EXPENSE: \$138,894.36 CONSTRUCTION COST  
BUDGET: \$185,334.00 FISCAL YEAR 2018-19 CAPITAL IMPROVEMENT PROGRAM BUDGET

No General Fund dollars were used on this project.

### **SUMMARY:**

On January 15, 2019, the City Council awarded a contract in the amount of \$120,525 to SDC Engineering Inc. ("SDC"), for removal and replacement of damaged concrete sidewalk panels and broken curbs and gutters, City Project No. 1907 ("Project"). This action concludes the Project and authorizes filing a Notice of Completion with the Orange County Clerk Recorder's Office for \$138,894.36.

### **RECOMMENDATION:**

It is recommended that City Council take the following actions:

1. Accept the work performed by SDC Engineering Inc. for construction of the Pedestrian Accessibility Project, Phase VII in the total amount of \$138,894.36; and
2. Approve Contract Change Order No. 1 in the amount of \$18,369.36 and authorize City Administrator to execute the necessary documents; and
3. Authorize the City Administrator to file a Notice of Completion with the Orange County Clerk Recorder's Office for the Project; and
4. Authorize the City Administrator to release retention funds in accordance with the terms of the contract.

**1. f.**  
**July 9, 2019**

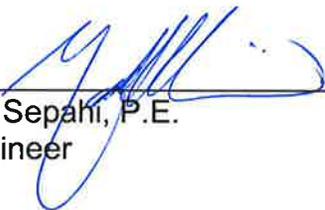
**DISCUSSION:**

The scope of this project entailed removal and replacement of 4,355 square feet of damaged concrete sidewalk panels and 133 linear feet of broken curbs and gutters. In addition, this project included construction of 10 new ADA-compliant curb ramps. The funding for this project comes from the Fiscal Year 2018-19 Capital Improvement Program Budget. Work on this project was completed on May 3, 2019. One contract change order in the amount of \$18,369.36 was required to cover unforeseen field conditions and quantity adjustments that were found during the construction. Contract Change Order No. 1 exceeds the City Administrator's approval limit and is presented to the City Council for consideration. The City is prepared to accept the contractor's work and file a Notice of Completion with the Orange County Clerk Recorder's Office for this project. In addition, the Director of Public Works is prepared to release \$6,026.25, which is the amount held in retention for 30 days after the filing of the Notice of Completion.

**FISCAL IMPACT:**

The total cost of the Project amounts to \$138,894.36. This consists of the bid amount of \$120,525.00 and contract Change Order No. 1 in the amount of \$18,369.36. A total of \$185,334.00 was budgeted in the Fiscal Year 2018-19 Capital Improvement Program Budget for this project. As such, sufficient funds exist for the recommended actions.

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. Notice of Completion – City Project No. 1907
2. Change Order No. 1

<p><b>RECORDING REQUESTED BY</b></p> <p><b>AND WHEN RECORDED MAIL TO</b></p> <div style="border: 1px solid black; padding: 5px; margin: 10px auto; width: 80%;"> <p>Name           City Clerk</p> <p>Street         City of Placentia</p> <p>Address       401 E. Chapman Ave.</p> <p>City &amp;         Placentia, CA 92870</p> <p>State</p> </div>	
--	--

City Council Approval: \_\_\_\_\_ **SPACE ABOVE THIS LINE FOR RECORDER'S USE**  
Free Recording Per Government Code Section 6103

\_\_\_\_\_  
Deputy City Clerk

## NOTICE OF COMPLETION

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

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is City of Placentia
3. The full address of the owner is 401 East Chapman Avenue  
Placentia, CA 92870
4. The nature of the interest or estate of the owner is: In fee.  
N/A  
(If other than fee, strike "In fee" and insert, for example, "purchaser under contract of purchase," or "lessee")
5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:  

NAMES	ADDRESSES
<u>N/A</u>	
6. A work of improvement on the property hereinafter described was completed on May 3, 2019. The work done was:  
The project consisted of removal and replacement of 4355 square feet of damaged sidewalks in addition to removal and replacement of 133 linear feet of curb and gutter and 10 ADA Curb Ramps in the City of Placentia.  
 The name of the contractor, if any, for such work of improvement was SDC Engineering Inc.  
 7. 6285 E. Spring Street #328, Long Beach, CA 90808 05/15/2019  
(If no contractor for work of improvement as a whole, insert "none" ) (Date of Contract)
8. The property on which said work of improvement was completed is in the city of Placentia  
 County of Orange, State of California, and is described as follows: Notice of Completion Pedestrian Accessibility Project Phase V- Project No. 2017-01.
9. The street address of said property is "none"  
(If no street address has been officially assigned insert "none" )

**CITY OF PLACENTIA**

Dated: 07-09-2019  
 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 \_\_\_\_\_, 2019, 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 )-

**Contract Change Order No.1**

Project Title: Pedestrian Access Phase VII  
 Owner: City of Placentia Contractor: SDC Construction

You are hereby directed to make the herein described changes from the plans and specifications or to do the following described work not included in the plans and specifications on this contract:

**Description of work done, estimate of quantities and prices to be paid.**

- 1 This Change Order provides:
  - a) Extra work and credits identified in Exhibit A  
18,369.36
- 2 This Change Order came about from:
  - a)

*Adjustments to bid item quantities.*
- 3 Action to be taken:
  - a) The Contractor was directed to provide a lump sum price for this change.
- 4 Compensation
  - a) Adjustment of Line Items exceeding 25% \$ -
  - b) Extra work \$ -
  - d) Credits \$ 18,369.36
- Total** \$ 18,369.36
- 5 Contract Time Extension
  - a) 0

In addition to work specified in the bid specifications, this change order includes all extra work, field adjustments and credits. This work is an Contractor initiated change and includes all labor, equipment, materials, and supervision and Administration.

<b>CHANGE TO CONTRACT COST:</b>		<b>CHANGE TO CONTRACT TIME:</b>
Contract Amount:	\$ 120,525.00	
Previous CCOs:	\$ -	
Adjustment of Line Items Exceeding 25%	\$ 2,138.36	
Total Extra Work	\$ 13,130.00	
Total Field Adjustments	\$ 3,101.00	
Total Credits	\$ -	
Changes in Line Items:	\$ 18,369.36	
Current Contract price:	\$ 138,894.36	

Prepared by: \_\_\_\_\_

Recommended: \_\_\_\_\_

Recommended: \_\_\_\_\_

Approved by: \_\_\_\_\_

We, the undersigned contractor, have given careful consideration to the change proposed and hereby agree, if this proposal, is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the

Accepted: \_\_\_\_\_

If the Contractor does not sign acceptance of this order, his attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL  
VIA: CITY ADMINISTRATOR  
FROM: DIRECTOR OF DEVELOPMENT SERVICES  
DATE: JULY 9, 2019  
SUBJECT: **PROFESSIONAL SERVICES AGREEMENT WITH TRACEY MALONEY, DBA MY ART AND SOUL**

FISCAL  
IMPACT: EXPENSE: \$38,000  
BUDGETED: \$50,000 COMMUNITY DEVELOPMENT BLOCK GRANT  
(CDBG) FUNDS FISCAL YEAR 2019-20  
No General Fund dollars will be spent on this project.

### **SUMMARY:**

In November 2017, the City entered into a Professional Services Agreement with Tracey Maloney, dba My Art and Soul, to provide mural design and painting services for the City's Old Town Façade Improvement Program ("Program") for a not-to-exceed amount of \$24,900. This action approves Amendment No. 1 to the Professional Services Agreement with My Art and Soul to provide additional mural design and painting services under the Program.

### **RECOMMENDATION:**

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

1. Approve Amendment No. 1 to the Professional Services Agreement with Tracey Maloney, dba My Art and Soul, for an additional \$38,000 for painting services, for a cumulative contract not-to-exceed amount of \$62,900; and
2. Authorize the City Administrator and/or his designee to execute the necessary documents, in a form approved by the City Attorney.

### **DISCUSSION:**

On December 5, 2017, the City Council approved the Program. The Program provides financial assistance in the form of a grant to commercial property and/or business owners to make facade improvements to the exterior of their commercial buildings located within the Old Town Placentia District. The Program is designed to enhance economic opportunities in Old Town Placentia, and to encourage additional investment in the City's historic area. The goal is to create a pedestrian-friendly, aesthetically pleasing environment for residents, visitors and

**1. g.**  
**July 9, 2019**

tourists, and generate substantial economic benefits for merchants and property owners as a result of increased investment in this area.

In March 2019, the first project awarded under the Program, located at 116 W. Santa Fe Avenue, was completed. The project consisted of a mural depicting Old Town Placentia and key City landmarks. The project also included new gooseneck lighting and synthetic ivy across the base of the wall facing Bradford Avenue. My Art and Soul was initially contracted by the City to provide mural design and painting services for this project under an agreement within the City Administrator's administrative authority.

The City retained the services of My Art and Soul after undergoing a procurement process. The City solicited proposals from three (3) mural artists in Southern California: Tracey Moloney, Art Mortimer, and Joshua Madrid but Art Mortimer and Joshua Madrid were non-responsive. As a result, Staff moved forward with the proposal received from My Art and Soul.

Due to the successful completion of the mural project at 116 W. Santa Fe Avenue, the City solicited a proposal from My Art and Soul for the third project awarded under the Program. The third project is another mural at 301 W. Santa Fe Avenue that will feature key City heritage symbols and pay homage to the City's citrus industry.

**FISCAL IMPACT:**

The recommended action will approve an amendment to the Professional Services Agreement with My Art and Soul for an additional not-to-exceed amount of \$38,000 for a cumulative not-to-exceed amount of \$62,900. This expenditure is funded through the City's annual allocation of Community Development Block Grant funds for Fiscal Year 2019-20.

Prepared by:



Elsa Y. Robinson  
Management Analyst

Reviewed and approved:



Jeannette Ortega  
Assistant to the City Administrator/Economic  
Development Manager

Reviewed and approved:



Joseph M. Lambert  
Director of Development Services

Reviewed and approved:



Kim Krause  
Director of Finance

Reviewed and approved:

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

Attachments:

1. Amendment No. 1 to Professional Services Agreement with Tracey Moloney, dba My Art and Soul
2. Professional Services Agreement with Tracey Moloney, dba My Art and Soul

**AMENDMENT NO. 1 TO  
PROFESSIONAL SERVICES AGREEMENT  
WITH TRACEY MOLONEY, DBA MY ART AND SOUL**

This Amendment No. 1 (“Amendment”) to Professional Services Agreement is made and entered into effective the 9<sup>TH</sup> day of July 9, 2019, by and between the CITY OF PLACENTIA, a Charter City and Municipal Corporation (“CITY”), and TRACEY MOLONEY, dba MY ART AND SOUL, a California sole proprietor (hereinafter “CONSULTANT”). CITY and CONSULTANT are sometimes hereinafter individually referred to as “Party” and or collectively referred to as the “Parties.”

**A. Recitals.**

(i). CITY and CONSULTANT entered into a Professional Services Agreement (“Agreement”) effective November 7, 2018 through which CONSULTANT has been providing professional services as more fully explained in the Scope of Services attached to the Agreement as Exhibit “A.”

(ii). The Parties now seek to amend the Agreement to increase the contract amount by an additional \$38,000 from \$24,900 to \$62,900 and extend the termination of the agreement to June 30, 2020 for the provision of additional mural design and painting services.

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

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

**B. Amendment to Agreement.**

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

**Compensation.** Consultant shall be paid in accordance with the fee schedule set forth in Exhibit “A”. Consultant’s total compensation shall not exceed \$62,900.

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

Section 4, Paragraph 1 of the Agreement is hereby amended to read as follows:

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 19 months and 23 days, ending on June 30, 2020, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

3. The Agreement, all amendments together with this Amendment No. 1 and all Exhibits attached thereto, constitutes the entire Agreement between the Parties and supersedes all prior negotiations, arrangements, representations, and understandings, if any, made by or between

the Parties with respect to the subject matter hereof. No amendment or other modification of the Agreement, as modified by this Amendment No. 1 shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

4. Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this Amendment No. 1 and that such execution is binding upon the entity for which he or she is executing this document.

IN WITNESS WHEREOF, the Parties have caused Amendment No. 1 to the Professional Services Agreement are to be executed as of the day and year first above written.

CONSULTANT

CITY OF PLACENTIA

By: \_\_\_\_\_  
Tracey Moloney, Sole Proprieter

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

ATTEST:

By: \_\_\_\_\_  
Robert S. Mckinnell, City Clerk

APPROVED AS TO FORM:

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

**City of Placentia  
Request for Waiver  
Workers' Compensation Insurance Requirement**

**Business**

Legal Name: TRACEY MOLONW DBA MARTINA SOUL

Address: 294 SAND TOMAS  
COSTA MESA CA 92627

Legal Form      Sole Proprietor     Limited Partnership    General Partnership     Corporation  
   Business Trust             Limited Liability Company     Other

Contact Person (Name and Telephone): TRACEY MOLONW 949-515-7696

**City Reference**

City Agency City of Placentia      Contact Name/Telephone Elsa Robinson/(714) 993-8189

Document Reference: Professional Services Agreement my work performed on City Premises?     Yes     No  
(bid, contract, job no., location, etc.)

Nature of work to be performed for City: 14 X 60 FOOT MORAL PAINTING

**Declaration:**

With respect to the above-mentioned business, I hereby warrant that the business has no employees other than the owners, officers, directors, partners or other principals who have elected to be exempt from Worker's Compensation coverage in accordance with California law. I further warrant that I understand the requirements of Section 3700 et seq. of the California Labor Code with respect to providing Worker's Compensation coverage for any employees of the above-mentioned business. I agree to comply with the code requirements and all other applicable laws and regulations regarding workers compensation, payroll taxes, FICA and tax withholding and similar employment issues. I further agree to hold the City of Placentia harmless from loss or liability which may arise from the failure of the above-mentioned business to comply with any such laws or regulations. I therefore request that the City of Placentia waive its requirement for evidence of Workers' Compensation insurance in connection with the above-referenced work.

**Business:**  
[Signature]  
Signature (Owner, Officer, Director, Partnership or other Principal)  
Sole Proprietor  
Title  
12/12/18  
Date

**Risk Management Approval:**  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/16/2019

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

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

**PRODUCER** Phone: (714) 973-1436 Fax: (714) 973-0811  
**ELMCO INSURANCE, INC.**  
 1905 N. MAIN STREET  
 SANTA ANA CA 92706-2779

**CONTACT NAME:** **ELMCO INSURANCE, INC.**  
**PHONE (AVG, No, Ext):** **(714) 973-1436** **FAX (AVG, No):** **(714) 973-0811**  
**E-MAIL ADDRESS:** **contact@Elmcoinsurance.com**

Agency Lic#: 0509747

**INSURED**  
**TRACEY MOLONEY**  
**DBA MY ART AND SOUL**  
**294 SANTO TOMAS AVENUE**  
**COSTA MESA CA 92627**

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : <b>Ohio Security Insurance Company</b>	<b>24082</b>
INSURER B	
INSURER C	
INSURER D	
INSURER E	
INSURER F	

**COVERAGES** **CERTIFICATE NUMBER: 61883** **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	ADOL HUSD	SUBR WVG	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>X COMMERCIAL GENERAL LIABILITY</b>			<b>BZS56297526</b>	<b>09/15/18</b>	<b>09/15/19</b>	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b> MED EXP (Any one person) \$ <b>15,000</b> PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE OTH ER \$
CLAIMS-MADE <b>X</b> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <b>X</b> POLICY <span style="margin-left: 20px;">PRO-JECT</span> <span style="margin-left: 20px;">LOC</span> OTHER: AUTOMOBILE LIABILITY ANY AUTO <span style="margin-left: 100px;">SCHEDULED AUTOS</span> ALL OWNED AUTOS <span style="margin-left: 100px;">NON-OWNED AUTOS</span> HIRED AUTOS <span style="margin-left: 100px;">AUTOS</span> UMBRELLA LIAB <span style="margin-left: 100px;">OCCUR</span> EXCESS LIAB <span style="margin-left: 100px;">CLAIMS-MADE</span> DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <span style="float: right;">Y/N</span> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <span style="float: right;">N/A</span> <small>(Mandatory in NH)                      If yes, describe under DESCRIPTION OF OPERATIONS below</small>							

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

**MURAL ARTIST**

**THE CITY OF PLACENTIA, ITS ELECTED AND APPOINTED BOARDS, OFFICERS, OFFICIALS, AGENTS, EMPLOYEES, AND VOLUNTEERS ARE ADDITIONAL INSURED WITH RESPECT TO GENERAL LIABILITY ARISING OUT OF ACTIVITES PERFORMED BY OR ON BEHALF OF THE NAMED INSURED PURSUANT TO ITS CONTRACT WITH THE CITY PER THE ATTACHED ENDORSEMENT. PRODUCTS AND COMPLETED OPERATIONS ENDORSEMENT HAS BEEN REQUESTED - ENDORSEMENT TO FOLLOW. PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT HAS BEEN REQUESTED - ENDORSEMENT TO FOLLOW.**

**CERTIFICATE HOLDER**

**CANCELLATION**

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Veronica Acosta

Attention:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BUSINESSOWNERS LIABILITY EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE FORM**

Below is a summarization of the coverages provided by this endorsement. No coverages are given by this summary. Actual coverage descriptions are within this endorsement.

<u>SECTION</u>	<u>SUBJECT</u>
A.	Supplementary Payments Bail Bonds Loss Of Earnings
B.	Broadened Coverage For Damage To Premises Rented To You
C.	Incidental Medical Malpractice Injury
D.	Mobile Equipment
E.	Blanket Additional Insured (Owners, Contractors Or Lessors)
F.	Newly Formed Or Acquired Organizations
G.	Aggregate Limits
H.	Duties In The Event Of Occurrence, Offense, Claim Or Suit
I.	Liability And Medical Expenses Definitions Bodily Injury Insured Contract Personal And Advertising Injury

**Section II - Liability** is amended as follows:

**A. Supplementary Payments**

Section **A.1. Business Liability** is modified as follows:

1. The \$250 limit shown in Paragraph **A.1.f.(1)(b) Coverage Extension - Supplementary Payments** for the cost of bail bonds is replaced by a \$3,000 limit.
2. The \$250 limit shown in Paragraph **A.1.f.(1)(d) Coverage Extension - Supplementary Payments** for reasonable expenses and loss of earnings is replaced by a \$500 limit.

**B. Broadened Coverage For Damage To Premises Rented To You**

1. The last paragraph of Section **B.1. Exclusions - Applicable To Business Liability Coverage** is replaced by the following:

With respect to the premises which are rented to you or temporarily occupied by you with the permission of the owner, Exclusions **c., d., e., g., h., k., l., m., n.** and **o.** do not apply to "property damage".

2. Paragraph **D.2. Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under this endorsement for the sum of all damages because of all "property damage" to premises while rented to you or temporarily occupied by you with the permission of the owner is the Limit of Insurance shown in the Declarations.

3. Paragraph **D.3. Liability And Medical Expenses Limits Of Insurance** does not apply.

**C. Incidental Medical Malpractice Injury**

1. Paragraph (4) under Paragraph **B.1.j. Exclusions - Applicable To Business Liability Coverage - Professional Services** does not apply to "Incidental Medical Malpractice Injury" coverage.
2. With respect to this endorsement, the following is added to Section **F. Liability And Medical Expenses Definitions**:

- a. "Incidental Medical Malpractice Injury" means bodily injury arising out of the rendering of or failure to render, during the policy period, the following services:
  - (1) Medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or
  - (2) The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.
- b. This coverage does not apply to:
  - (1) Expenses incurred by the insured for first-aid to others at the time of an accident and the Duties in the Event of Occurrence, Offense, Claim or Suit Condition is amended accordingly.
  - (2) Any insured engaged in the business or occupation of providing any of the services described under a. above.
  - (3) Injury caused by any indemnitee if such indemnitee is engaged in the business or occupation of providing any of the services described under a. above.

**D. Mobile Equipment**

Section **C. Who Is An Insured** is amended to include any person driving "mobile equipment" with your permission.

**E. Blanket Additional Insured (Owners, Contractors Or Lessors)**

1. Section **C. Who Is An Insured** is amended to include as an insured any person or organization whom you are required to name as an additional insured on this policy under a written contract or written agreement. The written contract or agreement must be:
  - a. Currently in effect or becoming effective during the term of this policy; and
  - b. Executed prior to the "bodily injury", "property damage", or "personal and advertising injury".
2. The insurance afforded to the additional insured is limited as follows:
  - a. The person or organization is only an additional insured with respect to liability arising out of:
    - (1) Real property, as described in a written contract or written agreement, you own, rent, lease, maintain or occupy; and
    - (2) Caused in whole or in part by your ongoing operations performed for that insured.
  - b. The Limit of Insurance applicable to the additional insured are those specified in the written contract or written agreement or the limits available under this policy, as stated in the Declarations, whichever are less. These limits are inclusive of and not in addition to the Limit of Insurance available under this policy.
  - c. The insurance afforded to the additional insured does not apply to:
    - (1) Liability arising out of the sole negligence of the additional insured;
    - (2) "Bodily injury", "property damage", "personal and advertising injury", or defense coverage under the Supplementary Payments section of the policy arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:

- (a) The preparing or approving of maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
- (b) Supervisory, inspection, architectural or engineering activities.
- (3) Any "occurrence" that takes place after you cease to be a tenant in the premises described in the Declarations; or
- (4) Structural alterations, new construction or demolition operations performed by or for the person or organization designated in the Declarations.

3. Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a contract specifically requires that this insurance be primary or you request that it apply on a primary basis.

**F. Newly Formed Or Acquired Organizations**

The following is added to Section C. Who Is An Insured:

Any business entity acquired by you or incorporated or organized by you under the laws of any individual state of the United States of America over which you maintain majority ownership interest exceeding fifty percent. Such acquired or newly formed organization will qualify as a Named Insured if there is no similar insurance available to that entity. However:

- 1. Coverage under this provision is afforded only until the 180th day after the entity was acquired or incorporated or organized by you or the end of the policy period, whichever is earlier;
- 2. Section A.1. Business Liability does not apply to:
  - a. "Bodily injury" or "property damage" that occurred before the entity was acquired or incorporated or organized by you; and
  - b. "Personal and advertising injury" arising out of an offense committed before the entity was acquired or incorporated or organized by you.
- 3. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

**G. Aggregate Limits**

The following is added to Paragraph D.4. Aggregate Limits Liability and Medical Expenses Limits Of Insurance:

- 1. The Aggregate Limits apply separately to each of the "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.
- 2. The Aggregate Limits also apply separately to each of your projects away from premises owned by or rented to you.

For the purpose of this endorsement only, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

**H. Duties In The Event Of Occurrence, Offense, Claim Or Suit**

- 1. Paragraph E.2.a. Duties In The Event Of Occurrence, Offense, Claim Or Suit Liability And Medical Expenses General Condition applies only when the "occurrence" is known to any insured listed in Paragraph C.1. Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim.
- 2. Paragraph E.2.b. Duties In The Event Of Occurrence, Offense, Claim Or Suit Liability And Medical Expenses General Condition will not be considered breached unless the breach occurs after such claim or "suit" is known to any insured listed under Paragraph C.1. Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim.

I. Section F. Liability And Medical Expenses Definitions is modified as follows:

1. Paragraph F.3. is replaced by the following:

3. "Bodily Injury" means bodily injury, sickness, disease, or incidental medical malpractice injury sustained by a person, and includes mental anguish resulting from any of these; and including death resulting from any of these at any time.

2. Paragraph F.9. is replaced by the following:

9. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

3. Paragraph F.14.b. Personal And Advertising Injury is replaced by the following:

- b. Malicious prosecution or abuse of process;

**CITY OF PLACENTIA  
PROFESSIONAL SERVICES AGREEMENT  
WITH  
TRACEY MOLONEY, DBA MY ART AND SOUL**

THIS AGREEMENT is made and entered into this 7<sup>TH</sup> day of November, 2018 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and TRACEY MOLONEY, dba MY ART AND SOUL , a California sole proprietor ("Consultant").

**WITNESSETH:**

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to professional artist services, specific to wall murals, 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 to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Administrator or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

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

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

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

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

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

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

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

## 2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A." Consultant's total compensation shall not exceed Twenty-Four Thousand, Nine Hundred and Fifty Dollars (\$ 24,950.00).

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

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

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

## 3.0. TIME OF PERFORMANCE

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

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of

performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

#### **4.0. TERM AND TERMINATION**

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 12 months, ending on November 7, 2019, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

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

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

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

## 5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all 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. If Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Consultant.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, each incident for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California and Employers Liability Insurance with a minimum limit of \$1,000,000 per accident for any employee or employees of Consultant. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by

Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

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

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

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

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 as worded below:

- (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:

My Art and Soul  
294 Santo Thomas  
Costa Mesa, CA 92627

Tel: (949) 515 -7696

Attn: Tracey Moloney

IF TO CITY:

City of Placentia  
401 E. Chapman  
Placentia, CA 92870

Tel: (714) 993-8189

Attn: Elsa Robinson

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

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

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

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

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

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

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

any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

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

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

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

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

6.15. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF PLACENTIA,  
A municipal corporation

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

Date: 02/07/19

ATTEST:

  
\_\_\_\_\_  
Patrick Melja, City Clerk

CONSULTANT

Tracy Moloney  
Signature  
Tracy Moloney      sole proprietor  
\_\_\_\_\_  
Name and Title  
080680797  
\_\_\_\_\_  
Social Security or Taxpayer ID Number

Date: 1/25/2019

APPROVED AS TO FORM:

  
Christian L. Bettenhausen, City Attorney

Date: 2/7/19

APPROVED AS TO INSURANCE:

  
Rosanna Ramirez, Director of Administrative Services

Date: 2-6-19

APPROVED AS TO CONTENT:

  
Elsa Robinson, Project Manager

Date: 1/25/2019

DEPARTMENTAL APPROVAL:

  
Joseph M. Lambert, Director of Development Services

Date: 1/25/2019

## EXHIBIT A

### CONSULTANT'S PROPOSAL AND SCOPE OF WORK

#### SCOPE OF WORK

##### THE CONSULTANT:

- CONSULTANT will hand paint a multi-panel wall mural totaling 60' x 14' at the following address: 116 Santa Fe, Placentia, CA 92870. Sample # 5 (previously selected by CITY) is a three-panel large-scale mural with scenery consistent with historical Placentia.
- Mural will contain, the Placentia Mutual Packing house, the Placentia train station, the old Santa Fe train, orange groves, the Calvary Church as well as the Placentia water tower. In the far distance there will be oil towers, a mountain range and a beautiful sky with clouds (see images attached below).
- Prior to painting the mural, but after an initial deposit is received, CONSULTANT will create a scaled concept drawing of sample # 5 (below) that CITY has previously approved.
- CONSULTANT will supply all materials (*i.e.*, paint, brushes, stencils, etc.) necessary for the creation of the artwork. This Agreement does not include the cost for scaffolding or boom lifts, which will be required to execute this mural project given its size, scope and location high on the side of a building.
- CONSULTANT will create the mural, or in certain circumstances oversee the work of an assistant and will be responsible for compensating such assistant for any additional labor services necessary to complete the mural project in a timely manner.
- Consultant is not responsible for any possible previous damage including soft spots dents or mars, if an issue with the wall appears after project has begun CONSULTANT will notify City immediately of damage or problem.

##### THE CITY:

- Prior to CONSULTANT beginning work on the mural CITY will sign off on both the scaled sample previously provided as well as the color pallet to be used in the painting, and if there are any modifications made after CITY approval, such changes may be subject to a surcharge to cover the cost of the additional paints and other supplies necessary to implement the change order to the mural.
- CITY shall secure any building permits and/or arrange for all necessary approvals from building owner for the lawful creation and execution of the artwork.
- CITY shall reimburse CONSULTANT for all expenses for necessary for boom lift rental including drop off and pick up fee as well as monthly rental fee
- CITY will provide CONSULTANT with access to the work site and remove any objects or other obstructions that would interfere with the mural project.
- CITY agrees to allow Consultant to display her business name and contact information directly on the mural on lower left-hand corner.
- CITY will provide CONSULTANT with a courtesy copy of any photos and/or or videos documenting the mural's creation and public unveiling.

- If and when appropriate City will do it's best to appropriately credit Consultant in any press releases or publications as Tracey Moloney (dba My Art and Soul) along with a reference to the following website: [www.myartandsoul.net](http://www.myartandsoul.net).



Sample # 5



Tracey Moloney Artist  
949-515-7696  
[www.myartandsoul.net](http://www.myartandsoul.net)

## EXHIBIT B

### SCHEDULE OF COMPENSATION

As per prior CITY approval, sample # 5 was selected for a total cost of \$24,000.00 (\$8000.00 per panel)

A deposit of 50% of the total cost of the mural is required to be paid up front to hold and schedule a start date for the mural project. Payment on the outstanding balance will be due in full within 21 calendar days of the completion date of the mural project.

City will supply CONSULTANT with \$2500.00 before start date to secure boom lift and remaining balance of boom lift will be determined and paid for at the completion of project.

CONSULTANT shall undertake the creation of the mural on [date] (to be determined by [\_\_\_\_]) and the mural shall be completed by CONSULTANT on or by [date] (to be determined by [\_\_\_\_]). Estimated time to complete mural is seven weeks and will not exceed 8 weeks. If the execution of the work is delayed by an act or neglect of the CITY, by labor disputes, fire, unusual transportation delays, or by other external forces or natural calamities outside the CONSULTANTS control, the CONSULTANT shall be entitled to extend the completion date via verbal or written notification to the CITY, by the time equivalent to the period of such delay.

Change Orders: Any changes requested to the mural project or additional work requested by CITY will be subject to a separate contract and bid to be approved by CITY. Agreement on such terms can be agreed to and confirmed in writing via e-mail between CONSULTANT and CITY, or this AGREEMENT can be formally amended.



Sample # 5



Tracey Mo'oney Artist  
949-515-7696  
www.myartandsoul.net

**EXHIBIT C**  
**CERTIFICATES OF INSURANCE AND ENDORSEMENTS**

**City of Placentia  
Request for Waiver  
Workers' Compensation Insurance Requirement**

**Business**

Legal Name: TRACED MOLONEW DBA MARTINA SOUZ

Address: 294 SANCTO TOMAS  
COSTA MESA CA 92627

Legal Form      Sole Proprietor     Limited Partnership    General Partnership     Corporation  
                         Business Trust       Limited Liability Company     Other

Contact Person (Name and Telephone): TRACED MOLONEW 949-515-7696

**City Reference**

City Agency City of Placentia      Contact Name/Telephone Elsa Robinson/(714) 993-8189

Document Reference: Professional Services Agreement Any work performed on City Premises?     Yes     No  
(bid, contract, job no., location, etc.)

Nature of work to be performed for City: 14 X 60 FOOT MORAL PAINTING

**Declaration:**

With respect to the above-mentioned business, I hereby warrant that the business has no employees other than the owners, officers, directors, partners or other principals who have elected to be exempt from Worker's Compensation coverage in accordance with California law. I further warrant that I understand the requirements of Section 3700 et seq. of the California Labor Code with respect to providing Worker's Compensation coverage for any employees of the above-mentioned business. I agree to comply with the code requirements and all other applicable laws and regulations regarding workers compensation, payroll taxes, FICA and tax withholding and similar employment issues. I further agree to hold the City of Placentia harmless from loss or liability which may arise from the failure of the above-mentioned business to comply with any such laws or regulations. I therefore request that the City of Placentia waive its requirement for evidence of Workers' Compensation insurance in connection with the above-referenced work.

**Business:**

[Signature]  
Signature (Owner, Officer, Director, Partnership or other Principal)  
Sole Proprietor  
Title  
12/12/18  
Date

**Risk Management Approval:**

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
**01/16/2019**

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

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

PRODUCER Phone: (714) 973-1436 Fax: (714) 973-0811 <b>ELMCO INSURANCE, INC.</b> 1905 N. MAIN STREET SANTA ANA CA 92706-2779	CONTACT NAME: <b>ELMCO INSURANCE, INC.</b> PHONE (A/C, No, Ext): <b>(714) 973-1436</b> FAX (A/C, No): <b>(714) 973-0811</b> E-MAIL ADDRESS: <b>contact@Elmcoinsurance.com</b>														
INSURED <b>TRACEY MOLONEY</b> <b>DBA MY ART AND SOUL</b> <b>294 SANTO TOMAS AVENUE</b> <b>COSTA MESA CA 92627</b>	Agency Lic#: 0509747 <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : <b>Ohio Security Insurance Company</b></td> <td><b>24082</b></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : <b>Ohio Security Insurance Company</b>	<b>24082</b>	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

**COVERAGES** **CERTIFICATE NUMBER: 61883** **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"/> <b>COMMERCIAL GENERAL LIABILITY</b> 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:			<b>BZS56297526</b>	<b>09/15/18</b>	<b>09/15/19</b>	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b> MED EXP (Any one person) \$ <b>15,000</b> PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ PER STATUTE OTH-ER E L EACH ACCIDENT \$ E L DISEASE-EA EMPLOYEE \$ E L DISEASE-POLICY LIMIT \$
	<b>AUTOMOBILE LIABILITY</b>  ANY AUTO <input type="checkbox"/> SCHEDULED ALL OWNED <input type="checkbox"/> AUTOS AUTOS <input type="checkbox"/> NON-OWNED HIRED AUTOS <input type="checkbox"/> AUTOS						
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			

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

**MURAL ARTIST**

THE CITY OF PLACENTIA, ITS ELECTED AND APPOINTED BOARDS, OFFICERS, OFFICIALS, AGENTS, EMPLOYEES, AND VOLUNTEERS ARE ADDITIONAL INSURED WITH RESPECT TO GENERAL LIABILITY ARISING OUT OF ACTIVITES PERFORMED BY OR ON BEHALF OF THE NAMED INSURED PURSUANT TO ITS CONTRACT WITH THE CITY PER THE ATTACHED ENDORSEMENT. PRODUCTS AND COMPLETED OPERATIONS ENDORSEMENT HAS BEEN REQUESTED - ENDORSEMENT TO FOLLOW. PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT HAS BEEN REQUESTED - ENDORSEMENT TO FOLLOW.

**CERTIFICATE HOLDER** **CANCELLATION**

City of Placentia 401 E. Chapman Ave. Placentia, CA 92870  Attention:	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  <div style="text-align: right;">                       Veronica Acosta                 </div>
---	--

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

**BUSINESSOWNERS LIABILITY EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE FORM**

Below is a summarization of the coverages provided by this endorsement. No coverages are given by this summary. Actual coverage descriptions are within this endorsement.

<u>SECTION</u>	<u>SUBJECT</u>
A.	Supplementary Payments Bail Bonds Loss Of Earnings
B.	Broadened Coverage For Damage To Premises Rented To You
C.	Incidental Medical Malpractice Injury
D.	Mobile Equipment
E.	Blanket Additional Insured (Owners, Contractors Or Lessors)
F.	Newly Formed Or Acquired Organizations
G.	Aggregate Limits
H.	Duties In The Event Of Occurrence, Offense, Claim Or Suit
I.	Liability And Medical Expenses Definitions Bodily Injury Insured Contract Personal And Advertising Injury

**Section II - Liability** is amended as follows:

**A. Supplementary Payments**

Section **A.1. Business Liability** is modified as follows:

1. The \$250 limit shown in Paragraph **A.1.f.(1)(b) Coverage Extension - Supplementary Payments** for the cost of bail bonds is replaced by a \$3,000 limit.
2. The \$250 limit shown in Paragraph **A.1.f.(1)(d) Coverage Extension - Supplementary Payments** for reasonable expenses and loss of earnings is replaced by a \$500 limit.

**B. Broadened Coverage For Damage To Premises Rented To You**

1. The last paragraph of Section **B.1. Exclusions - Applicable To Business Liability Coverage** is replaced by the following:

With respect to the premises which are rented to you or temporarily occupied by you with the permission of the owner, Exclusions **c., d., e., g., h., k., l., m., n.** and **o.** do not apply to "property damage".



280

of 136

107

- 2. Paragraph **D.2. Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under this endorsement for the sum of all damages because of all "property damage" to premises while rented to you or temporarily occupied by you with the permission of the owner is the Limit of Insurance shown in the Declarations.

- 3. Paragraph **D.3. Liability And Medical Expenses Limits Of Insurance** does not apply.

**C. Incidental Medical Malpractice Injury**

- 1. Paragraph (4) under Paragraph **B.1.j. Exclusions - Applicable To Business Liability Coverage - Professional Services** does not apply to "Incidental Medical Malpractice Injury" coverage.

- 2. With respect to this endorsement, the following is added to Section **F. Liability And Medical Expenses Definitions**:

- a. "Incidental Medical Malpractice Injury" means bodily injury arising out of the rendering of or failure to render, during the policy period, the following services:

- (1) Medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or
- (2) The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

- b. This coverage does not apply to:

- (1) Expenses incurred by the insured for first-aid to others at the time of an accident and the Duties in the Event of Occurrence, Offense, Claim or Suit Condition is amended accordingly.
- (2) Any insured engaged in the business or occupation of providing any of the services described under a. above.
- (3) Injury caused by any indemnitee if such indemnitee is engaged in the business or occupation of providing any of the services described under a. above.

**D. Mobile Equipment**

Section **C. Who Is An Insured** is amended to include any person driving "mobile equipment" with your permission.

**E. Blanket Additional Insured (Owners, Contractors Or Lessors)**

- 1. Section **C. Who Is An Insured** is amended to include as an insured any person or organization whom you are required to name as an additional insured on this policy under a written contract or written agreement. The written contract or agreement must be:

- a. Currently in effect or becoming effective during the term of this policy; and
- b. Executed prior to the "bodily injury", "property damage", or "personal and advertising injury".

- 2. The insurance afforded to the additional insured is limited as follows:

- a. The person or organization is only an additional insured with respect to liability arising out of:
  - (1) Real property, as described in a written contract or written agreement, you own, rent, lease, maintain or occupy; and
  - (2) Caused in whole or in part by your ongoing operations performed for that insured.
- b. The Limit of Insurance applicable to the additional insured are those specified in the written contract or written agreement or the limits available under this policy, as stated in the Declarations, whichever are less. These limits are inclusive of and not in addition to the Limit of Insurance available under this policy.
- c. The insurance afforded to the additional insured does not apply to:
  - (1) Liability arising out of the sole negligence of the additional insured;
  - (2) "Bodily injury", "property damage", "personal and advertising injury", or defense coverage under the Supplementary Payments section of the policy arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:

108 of 138

- (a) The preparing or approving of maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
- (b) Supervisory, inspection, architectural or engineering activities.
- (3) Any "occurrence" that takes place after you cease to be a tenant in the premises described in the Declarations; or
- (4) Structural alterations, new construction or demolition operations performed by or for the person or organization designated in the Declarations.

3. Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a contract specifically requires that this insurance be primary or you request that it apply on a primary basis.

**F. Newly Formed Or Acquired Organizations**

The following is added to Section C. **Who Is An Insured**:

Any business entity acquired by you or incorporated or organized by you under the laws of any individual state of the United States of America over which you maintain majority ownership interest exceeding fifty percent. Such acquired or newly formed organization will qualify as a Named Insured if there is no similar insurance available to that entity. However:

- 1. Coverage under this provision is afforded only until the 180th day after the entity was acquired or incorporated or organized by you or the end of the policy period, whichever is earlier;
- 2. Section **A.1. Business Liability** does not apply to:
  - a. "Bodily injury" or "property damage" that occurred before the entity was acquired or incorporated or organized by you; and
  - b. "Personal and advertising injury" arising out of an offense committed before the entity was acquired or incorporated or organized by you.
- 3. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

**G. Aggregate Limits**

The following is added to Paragraph **D.4. Aggregate Limits Liability and Medical Expenses Limits Of Insurance**:

- 1. The Aggregate Limits apply separately to each of the "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.
- 2. The Aggregate Limits also apply separately to each of your projects away from premises owned by or rented to you.

For the purpose of this endorsement only, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

**H. Duties In The Event Of Occurrence, Offense, Claim Or Suit**

- 1. Paragraph **E.2.a. Duties In The Event Of Occurrence, Offense, Claim Or Suit Liability And Medical Expenses General Condition** applies only when the "occurrence" is known to any insured listed in Paragraph **C.1. Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim.
- 2. Paragraph **E.2.b. Duties In The Event Of Occurrence, Offense, Claim Or Suit Liability And Medical Expenses General Condition** will not be considered breached unless the breach occurs after such claim or "suit" is known to any insured listed under Paragraph **C.1. Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim.



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I. Section **F. Liability And Medical Expenses Definitions** is modified as follows:

1. Paragraph **F.3.** is replaced by the following:

3. "Bodily Injury" means bodily injury, sickness, disease, or incidental medical malpractice injury sustained by a person, and includes mental anguish resulting from any of these; and including death resulting from any of these at any time.

2. Paragraph **F.9.** is replaced by the following:

9. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

3. Paragraph **F.14.b. Personal And Advertising Injury** is replaced by the following:

b. Malicious prosecution or abuse of process;

110 of 138



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF DEVELOPMENT SERVICES

DATE: JULY 9, 2019

**SUBJECT: TENTATIVE TRACT MAP (TTM) NO. 18129: A PROPOSED TRACT MAP TO SUBDIVIDE AN APPROXIMATELY 1.24-ACRE, UNIMPROVED LOT WITH 16 RESIDENTIAL TOWNHOME CONDOMINIUM UNITS LOCATED AT THE SOUTHWEST CORNER OF ORCHARD DRIVE AND HIGHLAND AVENUE WITHIN THE MEDIUM DENSITY RESIDENTIAL (R-G) AND OIL COMBINING (O) OVERLAY DISTRICTS**

**FISCAL IMPACT: REVENUE: \$231,456 DEVELOPMENT IMPACT FEES**

### **SUMMARY:**

At the Planning Commission ("Commission") meeting held July 10, 2018, the Commission voted 5-0-2 (two members absent) to recommend approval of TTM 18129 to the City Council. TTM 18129 is an application to subdivide an approximately 1.24-acre, unimproved lot with 16 residential townhome condominium units located at the southwest corner of Orchard Drive and Highland Avenue. In accordance with Placentia Municipal Code (PMC) Sections 22.72.060 and 22.72.070, the Commission hereby submits a report of its findings and recommends approval of TTM 18129 to the City Council.

### **RECOMMENDATION:**

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

Adopt Resolution No. R-2019-XX, A Resolution of the City Council of the City of Placentia, California approving Tentative Tract Map (TTM) 18129 for the subdivision of 16 residential townhome units for condominium purposes on a 1.24-acre lot located within the Medium Density Residential (R-G) and Oil Combining (O) zoning districts and sited on property at the southwest corner of Orchard Drive and Highland Avenue.

### **BACKGROUND:**

PMC Section 22.72.010(a) requires a tract map for all subdivisions of five (5) or more parcels and PMC Section 22.72.060(c) requires that the Commission recommend conditional approval or denial of the subdivision map to the City Council. At the Commission meeting held July 10, 2018,

**1. h.**  
**July 9, 2019**

the Commission voted 5-0-2 (two members absent), to recommend approval of TTM 18129 to the City Council. At that same meeting, the Commission reviewed and approved Development Plan Review (DPR) No. 2018-03 and Use Permit (UP) No. 2018-04 to permit the development of an unimproved, approximately 1.24-gross acre lot for the construction of four (4), three-story, multi-family buildings consisting of 16 residential townhome units and associated hardscape and landscape improvements. In accordance with PMC Sections 23.75.010 and 23.87.040, DPR 2018-03 and UP 2018-04 do not require City Council approval and therefore are not part of the request. However, pursuant to PMC Section 22.72.070, City Council approval is necessary for TTMs.

**DISCUSSION:**

**Subject Site and Surrounding Land Uses**

The table below illustrates the site and existing land uses surrounding the site, General Plan land use designation and zoning designation:

<b>Location</b>	<b>Existing Land Use</b>	<b>Land Use Element General Plan Designation</b>	<b>Zoning Map Designation</b>
<b>Existing</b>	Unimproved Vacant Land	Medium Density Residential	Medium Density Residential – Oil Combining Districts R-G (O)
<b>Proposed</b>	Attached, Single-Family Residential	Medium Density Residential	R-G (O)
<b>North (across Orchard Drive)</b>	Attached, Single-Family Residential	Medium Density Residential	Planned Unit Development (PUD-3)
<b>South</b>	Multi-Family Residential	Medium Density Residential	R-G (O)
<b>East (across Highland Avenue)</b>	Highland Orchard Apartments – Multi-Family Residential	High Density Residential	High Density Residential – Oil Combining Districts (R-3, O-1)
<b>West</b>	Oil Extraction Facility	Medium Density Residential	R-G (O)

**Applicable Code Section – Placentia Municipal Code**

The subject property is currently zoned R-G (O). The project will be required to comply with the development standards and use requirements set forth in the PMC for projects within the R-G (O) Zoning Districts. Pursuant to PMC Section 22.72.057, subdivisions consisting of five or more parcels shall require Planning Commission review at a noticed public hearing, to review and solicit a recommendation for final action on the proposed TTM 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 R-G (O) district standards requires a minimum area of 9,000 square feet

for all corner lots with a minimum frontage width of 90 feet. The proposed lots exceed the minimum requirements with a lot area of 54,014 square feet and a minimum lot width at approximately 120 linear feet. Overall, the proposed subdivision will not modify the size and configuration of the lot, will maintain compliance with the minimum requirements of the PMC, and will be compatible with existing lots within the surrounding area.

**ENVIRONMENTAL:**

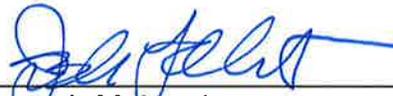
The proposed application was reviewed by Staff in accordance with the requirements of the California Environmental Quality Act (CEQA), Public Resources Code §§ 21000 *et seq.*, the State CEQA Guidelines, 14 C.C.R. §§ 15000 *et seq.*, and the Environmental Guidelines of the City of Placentia. Staff recommends that the City Council exercise its independent judgement and find that TTM 18129 is exempt from CEQA pursuant to State CEQA Guidelines § 15332 (Class 32 – In-Fill Development Projects) as the permit would be issued to an infill development project.

Prepared by:



Andrew A. Gonzales  
Senior Planner

Reviewed and approved:



Joseph M. Lambert  
Director of Development Services

Reviewed and approved:



Kim Krause  
Director of Finance

Reviewed and approved:



Damien R. Arrula  
City Administrator

**Attachments:**

1. Resolution No. R-2019-XX Related to TTM 18129  
Attachment A: Conditions of Approval for Tentative Tract Map No. 18129
2. TTM 18129 Subdivision Map
3. Planning Commission Staff Report for TTM 18129, DPR 2018-03, UP 2018-04, and Attachments Thereto

**RESOLUTION NO. R-2019-35**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, APPROVING TENTATIVE TRACT MAP (TTM) 18129 FOR THE SUBDIVISION OF 16 RESIDENTIAL TOWNHOME UNITS FOR CONDOMINIUM PURPOSES ON A 1.24-ACRE LOT LOCATED WITHIN THE MEDIUM DENSITY RESIDENTIAL (R-G) AND OIL COMBINING (O) ZONING DISTRICTS AND SITED ON PROPERTY AT THE SOUTHWEST CORNER OF ORCHARD DRIVE AND HIGHLAND AVENUE**

**A. Recitals**

**WHEREAS**, on July 10, 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 Tract Map (TTM) 18129 for the project located at the southwest corner of Orchard Drive and Highland Avenue.

**WHEREAS**, The Planning Commission heard testimony, received a report and other relevant information from City Staff and members of the public including HQT Homes', c/o Duane Huennekens, ("Applicant" hereinafter), regarding a Tentative Tract 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 "A" of 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 Medium Density Residential (R-G) 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 is "Medium Density Residential," and the proposed use does not involve any change in the land use of the subject site. The proposed project involves the development of four, three-story, multi-family buildings consisting of a total of 16 residential town home units.

c. The proposed project as presented in the staff report and accompanying plans complies with all requirements of Chapter 23.18, "R-G"-Medium Density Multiple-Family District, 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 the residential development 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 Tract Map is to subdivide the land concurrent with the construction of four, three-story, multi-family buildings consisting of a total of 16 residential town home units on the site. The proposed residential development and subdivision map and the design of the proposed project including the proposed improvements are 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 1.24-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 residential development.

g. That the design of the subdivision and type of improvements proposed are not likely to cause serious public health problems. The proposed subdivision is to allow the formation of 16 residential condominium units within the City of Placentia that will accommodate four residential townhome buildings.

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 applicant submitted a preliminary title report with their application. Although 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 and unimproved 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 R-G zone is to stabilize and maintain the residential character of the district for low density apartment living. The proposed project will create a new multi-family residential development. The applicant has designed the residential development in a manner that accomplishes all the goals of the General Plan and Zoning Code, while avoiding significant impacts to the neighboring properties by utilizing proper site design, good architecture, and providing appropriate areas of open space. Furthermore, the proposed design will enhance the streetscape, thus providing a pleasing aspect to those driving along Orchard Drive and Highland 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 underutilized undeveloped site.

### Section 3.

a. Based upon the environmental review of the project, the City Council finds that Tentative Tract Map 18129 is exempt from the California Environmental Quality Act ("CEQA"), Public Resources Code §§ 21000 *et seq.*, the State CEQA Guidelines, 14 C.C.R. §§ 15000 *et seq.*, and the Environmental Guidelines of the City of Placentia pursuant to the State CEQA Guidelines § 15332 (Class 32 – Infill Development Projects) as the permit would be issued to an infill development project.

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 City Council meeting conducted with respect to the Application.

Section 4. Based upon the findings and conclusions set forth herein, the City Council hereby approves Tentative Tract Map 18129, as modified herein, and specifically

subject to the conditions set forth in Attachment A to this Resolution attached hereto and by this reference incorporated herein.

**PASSED, ADOPTED and APPROVED this 9<sup>th</sup> day of July 2019.**

\_\_\_\_\_  
Rhonda Shader, Mayor

ATTEST:

\_\_\_\_\_  
Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA  
COUNTY OF ORANGE

I, Robert S. McKinnell, 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 9<sup>th</sup> day of July 2019 by the following vote:

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

\_\_\_\_\_  
Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Christian Bettenhausen, City Attorney

ATTACHMENT "A"

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**Attachment "A"**  
**Special Conditions of Approval for**  
**Tentative Tract Map No. (TTM) 18129**  
**Southwest corner of Orchard Drive and Highland Avenue**  
**(APNs: 343-691-06)**

**SPECIAL CONDITIONS**

If the above referenced application is approved, applicant and/or property owner shall comply with the Special Conditions 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 and City Council.
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 Tract Map (TTM) 18129 and the final map is contingent upon City Council Approval.
4. TTM 18129 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. TTM 18129 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 residential units for occupancy, all Special Conditions of Approval and Standard Development Requirements shall have been completed and final inspections approved for their respective portion.
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.
10. The final action of Tentative Tract Map (TTM) No. 18129 shall be contingent upon final approval of Development Plan Review (DPR) No. 2018-03 and Use Permit (UP) No. 2018-04. In the event the TTM is denied, approval of any of the aforementioned entitlements shall be deemed to be null and void.
11. Comply with all applicable conditions of approval adopted as part of the approval of DPR 2018-03 and UP 2018-04.

**PUBLIC WORKS – ENGINEERING DIVISION:**

12. Prior to recordation of the final map, the public improvement plans as required shall be prepared and signed by the City Engineer.

**Final Map**

13. Applicant shall provide a quitclaim or relocation of easement that affects the proposed development.
14. The applicant shall prepare and submit a preliminary title report no older than 90 days.
15. Prior to approval of the Final 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.
16. The applicant shall establish a Homeowner's association (HOA) for the purpose of maintaining all private access, common lots, onsite fire hydrant, common sewer line, WQMP, LIP, open space, storm drainage and emergency opening of security gate. The association is subject to the review and approval of the Director of Public Works and City Attorney and shall be recorded concurrently with the final map.
17. 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.

# TENTATIVE TRACT No. 18129

IN THE CITY OF PLACENTIA, COUNTY OF ORANGE,  
STATE OF CALIFORNIA.

BEING A SUBDIVISION OF RESIDUAL PARCEL 2 OF PARCEL MAP BOOK 53/39 PER TRACT NO. 9938, AS PER MAP RECORDED IN BOOK 427, PAGES 49-50 MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER, ORANGE COUNTY, CALIFORNIA.

1 LOT (16 UNITS) 1.24 ACRES (NET & GROSS) APRIL 2018

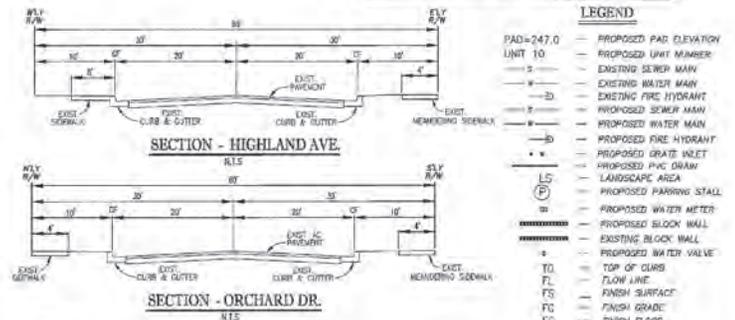
**SUBDIVIDER:**  
ROY HOMER  
1303 NEWPORT AVE. #120  
TUSTIN, CALIFORNIA 92780  
TEL. (714) 958-3990 FAX (714) 306-3999

**PREPARED BY:**  
KING CIVIL ENGINEERING CORP.  
181 S. KRASNER BLVD., SUITE 212  
PLACENTIA, CALIF. 92859  
TEL. (714) 996-7010 FAX (714) 996-0122  
KINGCIVIL@EARTHINK.NET

SCALE: 1" = 20'

**UTILITY PURVEYORS:**

- YORK LINCO WATER DISTRICT  
1717 MARIPOSA AVE.  
PLACENTIA, CA 92870
- SEWER CITY OF PLACENTIA  
DEPARTMENT OF PUBLIC WORKS  
401 E. CHAPMAN AVENUE  
PLACENTIA, CA 92870
- Gas: SOUTHERN CALIFORNIA GAS CO.  
1918 S. STATE COLLEGE BLVD., SUITE G.  
ANAHEIM, CA 92830
- ELECTRIC SOUTHERN CALIFORNIA Edison CO.  
1851 W. WALTONA DRIVE  
FULLERTON, CA 92833
- TRASH REPUBLIC DISPOSAL SERVICES  
1131 N. BLUE GUM STREET  
TELEPHONE: 84787  
3209 E. CORDONADO ST., SECOND FLOOR  
ANAHEIM, CA 92807
- CABLE TV: TIME-WARNER  
7411 CHAPMAN AVENUE  
GARDEN GROVE, CA 92841



**NOTES:**

1. Proposed Use: Medium Density Multiple Family Zone District (R-0).
2. Development of Lot - Fully Developed Buildings on Lot.
3. All Existing Structures on Site to Be Demolished.
4. Flood Zone "X".
5. Assessor's Parcel No. 343-091-06
6. Subdivider intends to comply with all requirements in Chapters 20.21, 22.16 through 22.64 and other laws of the City in regards to construction and erosion control.

**OCCA NOTES:**

1. All fire lane signs of red curb areas shall be shown on a site plan approved by the OCCA.
2. All structures will be protected with an approved automatic fire sprinkler system.

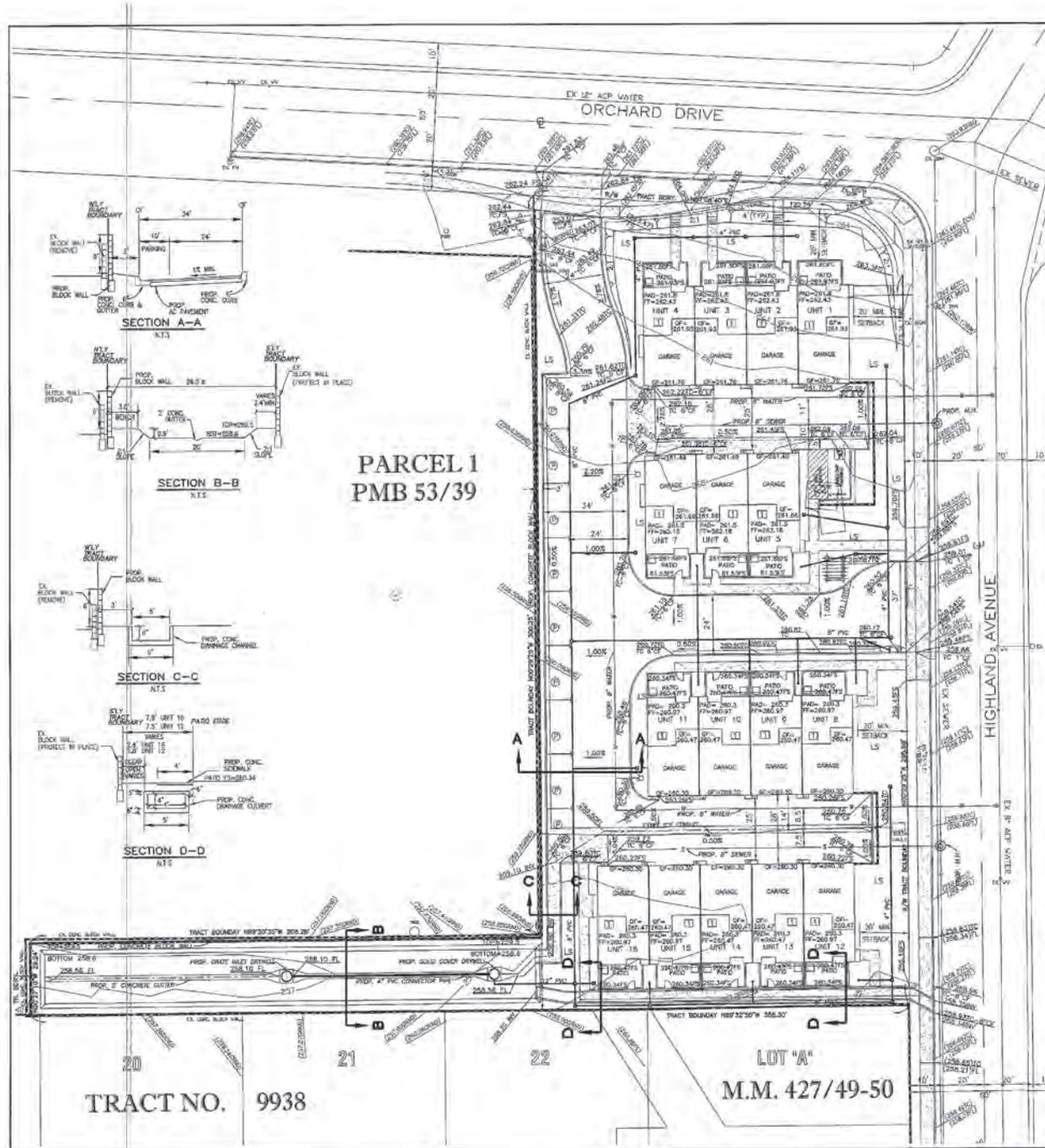
I, THOMAS A. KING, DEPOSE AND STATE THAT THE OWNERS OF THIS PROPERTY COMPLETING THE PROPOSED SUBDIVISION NO. 18129 SHOWN ON THIS MAP, HAVE CONSENTED TO THE PREPARATION AND SUBMISSION OF THIS MAP.

THOMAS A. KING, R.C.L. NO. 10781  
DATED THIS 24. DAY OF APRIL, 2018.



RECEIVED  
MAR 30 2018  
PLANNING

SHEET 1 OF 1



TRACT NO. 9938

LOT 'A'  
M.M. 427/49-50



# Placentia Planning Commission

## AGENDA STAFF REPORT

TO: PLANNING COMMISSION

FROM: ANDREW A. GONZALES, SENIOR PLANNER

DATE: JULY 10, 2018

SUBJECT: **DEVELOPMENT PLAN REVIEW (DPR) NO. 2018-03, USE PERMIT (UP) NO. 2018-04, AND TENTATIVE TRACT MAP (TTM) NO. 18129 FOR THE DEVELOPMENT OF AN UNIMPROVED +/-1.24-GROSS ACRE SITE WITH 16 RESIDENTIAL TOWNHOME UNITS LOCATED AT THE SOUTHEAST CORNER OF ORCHARD DRIVE AND HIGHLAND AVENUE (HQT HOMES)**

### **RECOMMENDATION**

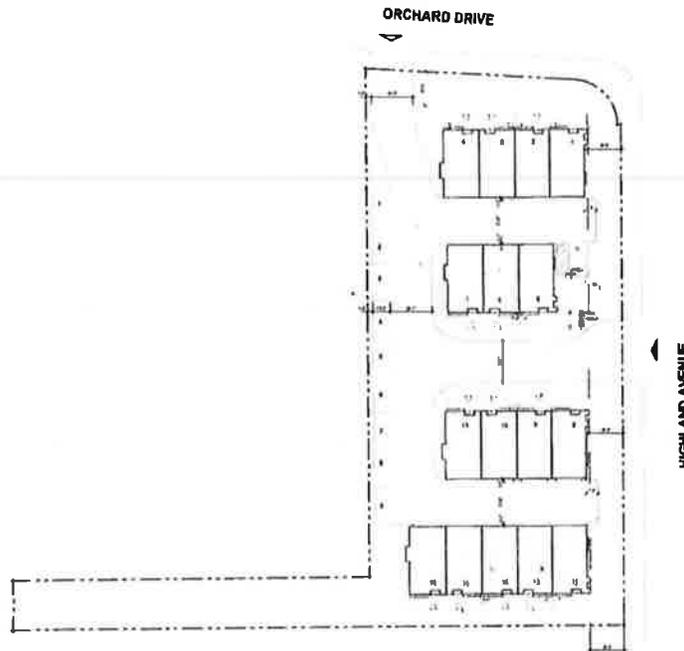
It is recommended that the Planning Commission take the following actions:

- 1) Open Public Hearing, concerning Development Plan Review (DPR) No. 2018-03, Use Permit (UP) No. 2018-04, and Tentative Tract Map (TTM) No. 18129; and
- 2) Receive the Staff Report and consider all Public Testimony; and
- 3) Close the Public Hearing; and
- 4) Adopt Resolution No. PC-2018-15, a Resolution of the Planning Commission of the City of Placentia, approving DPR 2018-03 and UP 2018-04, and making findings to permit the development of an unimproved approximately 1.24-gross acre lot for the construction of four, three-story, multi-family buildings consisting of 16 residential townhome units and associated hardscape and landscape improvements within the Medium Density Residential (R-G) and Oil Combing (O) Zoning District on property located at the southwest corner of Orchard Drive and Highland Avenue; and making findings that the project is categorically exempt pursuant to the California Environmental Quality Act (CEQA) set forth in Title 14 CCR § 15332 (Class 32 – In-Fill Development Projects) and the City of Placentia Environmental Guidelines; and
- 5) Adopt Resolution No. PC-2018-16, a Resolution of the Planning Commission of the City of Placentia, recommending that the City Council of the City of Placentia approve Tentative Tract Map 18129 to permit the subdivision of 16 townhome units for residential condominium purposes requested via DPR No. 2018-03 subject to the Conditions of Approval and Standard Development Requirements; and making findings that the project is categorically exempt pursuant to the California Environmental Quality Act (CEQA) set forth in Title 14 CCR § 15332

(Class 32 – In-Fill Development Projects) and the City of Placentia Environmental Guidelines.

### **PROJECT DESCRIPTION**

The applicant, HQT Homes, requests approval of a Development Plan Review, Use Permit, and Tentative Tract Map to develop an unimproved 1.24-gross acre site with 16 condominium townhome units. The 16 units will be located within four separate building. The four buildings will be orientated in an east-to-west direction with each building containing between three to five attached residential units. The proposed development will have a residential density of 12.9 units per acre.



Two floor plans are proposed which are noted on the development plans as “Plan 1” and “Plan 2”. Both plan types measure approximately 1,907 square feet in overall floor area and contain an attached two-car garage per unit. Each unit will have three bedrooms and 3.5 baths. Each building will be three stories at a maximum height of 35 feet. A total of 42 parking spaces will be provided, comprised of 32 garage spaces, nine guest parking spaces, and one accessible (ADA) parking space.

Vehicular access to the project will be provided by two driveway connections. The primary driveway access will be provided by a 24-foot wide driveway connection along Highland Avenue and a secondary access along Orchard Drive. A system of internal drive aisles will provide direct access to each individual garage. Decorative landscaping will be provided throughout the site and within the parking areas.

**PROJECT CHARACTERISTICS**

**Applicable Code Section – Placentia Municipal Code**

The project is located within the R-G (O) Zoning District. The project will be required to comply with the development standards and use requirements set forth in the Placentia Municipal Code (PMC) for projects located within the R-G (O) Zoning District. Pursuant to PMC Section 23.75.010(a), construction of new buildings shall require a DPR to be reviewed and approved at a noticed public hearing before the Planning Commission, including a UP pursuant to PMC Section 23.18.030 for the development of townhomes.

**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	Unimproved, vacant lot	Medium Density Residential	Medium Density Residential – Oil Combining Districts (R-G, O)
Proposed	Attached, Single-Family Residential	Medium Density Residential	R-G (O)
North (across Orchard Drive)	Attached, Single-Family Residential	Medium Density Residential	Planned Unit Development (PUD-3)
South	Multi-Family Residential	Medium Density Residential	R-G (O)
East (across Highland Avenue)	Highland Orchard Apartments – Multi-Family Residential	High Density Residential	High Density Residential – Oil Combining Districts (R-3, O-1)
West	Oil Extraction Facility	Medium Density Residential	R-G (O)

**ZONING COMPLIANCE ANALYSIS**

**Site Development Standards**

The project is located within the R-G(O) Zoning District. The proposed residential townhome development project is permitted with a DPR and UP subject to review and approval by the Planning Commission. The proposed development and use complies with the base zoning district in terms of the maximum height limit, minimum setbacks, minimum onsite parking, and minimum landscaping requirements. No impacts to nearby sensitive land use receptors (e.g., residential) is anticipated. The following matrix provides a summary of the development’s compliance with the identified development standards:

STANDARD	PROJECT
<b>Height</b> 35 ft. max.	35 ft.
<b>Setbacks</b> Front Yard Setback – 20 ft. min.  Street Side Yard Setback - 20 ft. min.  Interior Side Yard Setback – 10 ft. min.  Rear Yard Setback - 10 ft. min.	Front: 20 ft. (Orchard Drive)  East Side Yard: 20 ft. (Highland Avenue)  West Side Yard: 20 ft.  South Rear Yard: 20 ft.
<b>Building Separation</b> 20 ft. min.	28 ft.
<b>Lot Coverage</b> 60% max. (32,408 sq. ft.)	58% (31,472 sq. ft.)
<b>Parking</b> Two spaces per dwelling: 32 spaces min.  Additional 10% min. of total parking required for guest parking: 4 spaces min.  Total Parking Required: 36 spaces min.	32 spaces  9 spaces  41 spaces
<b>Lot Area and Dimensions</b> Minimum Lot Area: 9,000 sq. ft.  Minimum Lot Width: 50 linear ft.	Lot Area: 54,014 sq. ft. (1.24 gross acres)  Approx. +120 linear ft.

**Other Departments Concerns and Requirements**

The Divisions of Planning and Building, Public Works Department, Community Services Department, Police Department, as well as the Orange County Fire Authority have reviewed the application and submitted comments, but had no major concerns with the proposal. All applicable code requirements and conditions of approval have been incorporated into draft resolutions for consideration and approval by the Planning Commission for DPR 2018-03 and UP 2018-04, and consideration and recommendation by the Planning Commission to the City Council for TTM 18129.

## **ISSUES ANALYSIS:**

### **Consistency with the General Plan**

The General Plan features policies that promotes the reinvestment of underutilized properties while being sensitive to the suburban atmosphere and requires new developments to provide adequate improvements and pay impact fees to offset the demand costs on city services and facilities. The proposed development and subdivision is consistent with the following Land Use policies of the General Plan:

*Policy 1.1* – Large, contiguous vacant or underutilized parcels should be comprehensively planned for development to minimize effects on the City suburban atmosphere.

Development of vacant property will promote further compatibility with existing developments within the surrounding area. The proposed project will be consistent with the General Plan and will result in a compatible continuation to existing land uses and development within the surrounding area.

### **Land Use Compatibility**

The project will be compatible with the surrounding area as the development will revitalize an underutilized and undeveloped property with the development of four, three-story, multi-family buildings consisting of 16 residential townhome units. The development project will be located within a developed and established area that aims to create and foster a symbiotic relationship with nearby land uses. The development will provide a compatible transition between nearby land uses that complements the residential densities of the housing tracts to the north, south, and east. Based upon the use, overall site layout, and building design, the proposed development is not anticipated to result in any adverse impacts to the surrounding area.

### **Architecture**



FRONT ELEVATION

The proposed project will include four buildings, that consist of 16 units. There are two floorplans proposed (“Plan 1” and “Plan 2”). The residential buildings will utilize Spanish style architectural features such low-pitched clay tile roofs, mosaic tile work around arched doorway entries, divided light windows, corbels, earth tone colors, decorative clay style vents within gables, and string course bands. The overall building mass is appropriately broken up into different building volumes utilizing design techniques as contrasting building colors, building plain projections and offsets, variable roof styles, and doorway insets which all assist in minimizing the potential for the buildings to appear as monolithic. The project employs four-sided architecture by using the same material on all four sides of a structure so that, no matter what vantage point it is viewed from, the design is never interrupted and all the parts are perceived as part of a unified whole.



**LEFT SIDE ELEVATION**  
(FACING HIGHLAND AVENUE)

### **CEQA**

The proposed application was reviewed by staff in accordance with the requirements of the California Environmental Quality Act (“CEQA”), Public Resources Code §§ 21000 *et seq.*, the State CEQA Guidelines, 14 C.C.R. §§ 15000 *et seq.*, and the Environmental Guidelines of the City of Placentia. Staff recommends that the Planning Commission exercise its independent judgment and find that DPR 2018-03, UP 2018-04, and TTM 18129 is exempt from CEQA pursuant to State CEQA Guidelines § 15332 (Class 32 – Infill Development Projects) as the permit would be issued to an infill development project.

### **PUBLIC NOTIFICATION**

Legal notice was published in the Placentia News-Times on June 29, 2018. Notices were sent to property owners of record within a 300-foot radius of the subject property, posted at the Civic Center, and on the City website on June 28, 2018. As of July 5, 2018, staff has received no comments in support or opposition of the request.

## **CONCLUSION**

The proposed project is consistent with the City's General Plan and meets the minimum development standards of the PMC. With the recommended conditions of approval, the proposed development will be compatible with adjacent land uses and will not result in any adverse impacts onto the surrounding area.

## **RECOMMENDATION**

Staff recommends that the Planning Commission of the City of Placentia adopt the Resolution PC-2018-15 recommending approval of DPR 2018-03 and UP 2018-04, and that the Planning Commission recommend to the City Council of the City of Placentia adoption of Resolution PC-2018-16 recommending approval of TTM 18129.

### **Prepared and submitted by:**



Andrew A. Gonzales  
Senior Planner

### **ATTACHMENTS:**

1. Resolution No. PC-2018-15
2. Resolution No. PC-2018-16
3. Project Plans including the Site Plan, Floor Plans, Building Elevations, Color Renderings, Preliminary Landscape Plan, and Tentative Tract Map (TTM 18129)
4. Colors and Materials Palette Received and Dated July 2, 2018
5. Site Photographs

**RESOLUTION NO. PC-2018-15**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF PLACENTIA APPROVING DEVELOPMENT PLAN REVIEW (DPR) NO. 2018-03, USE PERMIT (UP) NO. 2018-04, AND TENTATIVE TRACT MAP (TTM) NO. 18129 FOR THE DEVELOPMENT OF FOUR, THREE-STORY RESIDENTIAL TOWNHOME BUILDINGS CONSISTING OF A TOTAL OF 16 UNITS ON AN UNDEVELOPED 1.24-ACRE LOT LOCATED AT THE SOUTHWEST CORNER OF ORCHARD DRIVE AND HIGHLAND AVENUE WITHIN THE MEDIUM DENSITY RESIDENTIAL (R-G) ZONING DISTRICT.**

**A. Recitals.**

**WHEREAS**, Duane Huennekens, representing HQT Homes (“Applicant” hereinafter), located at the southwest corner of Orchard Drive and Highland Avenue, filed three applications for approval of Development Plan Review (DPR) No. 2018-03, Use Permit (UP) No. 2018-04, and Tentative Tract Map (TTM) No. 18129, as described in the title of this Resolution. Hereinafter, in this Resolution, the subject Development Plan Review and Use Permit requests are referred to as the “Applications”; and

**WHEREAS**, on July 10, 2018, the Planning Commission conducted a duly noticed public hearing, as required by law, and received a staff report and other relevant information from City staff and members of the public regarding the HQT Homes, c/o Duane Huennekens, application for Development Plan Review and Use Permit applications; and

**WHEREAS**, after careful consideration of all pertinent testimony and the staff report offered in the case, the Planning Commission voted to approve the “Application”; and

**WHEREAS**, all legal prerequisites to the adoption of this Resolution have occurred.

**B. Resolution.**

NOW, THEREFORE, it is hereby found, determined and resolved by the Planning Commission of the City of Placentia as follows:

**Section 1.** Development Plan Review. The development, as modified by the attached Conditions of Approval and Standard Development Requirements (Attachment “A”), meets the overall requirements of PMC Chapter 23.18 (“R-G”-Medium Density Multiple-Family District) and PMC Chapter 23.75 (Development Plan Review) of the Zoning Code. As such, the Planning Commission finds as follows:

- a. The project meets or exceeds the criteria established in PMC Section 23.75.020; and
- b. Conditions of Approval have been prepared as necessary to prevent: (A) detriment 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 (B) injurious to the property or improvements within the neighborhood or within the city, and

- c. The proposed development will be consistent with the latest adopted general plan; and
- d. Conditions necessary to secure the purposes of Section 23.75.020, including guarantees and evidence of compliance with conditions, are made part of the development approval.

**Section 2.** Use Permit. Based upon substantial evidence presented to this Commission during the public hearing conducted with regard to the Applications, including written staff reports, verbal testimony and development plans, in accordance with PMC Section 23.18.030 (Uses Permitted Subject to Obtaining a Use Permit) for the development of condominium townhome units and PMC Chapter 23.87 (Use Permits). As such, the Planning Commission finds as follows:

- a. The proposed use will not be: (A) detrimental to the general health, safety or general welfare of the persons residing or working within the neighborhood of the proposed development or within the city, or (B) injurious to the property or improvements within the neighborhood or within the city; and
- b. The proposed use will be consistent with the latest adopted general plan; and
- c. Conditions necessary to secure the purposes of this section, including guarantees and evidence of compliance with conditions, are made part of the Use Permit approval.

**Section 3.** Based upon the environmental review of the project, the Planning Commission finds that UP 2017-04 is exempt from the California Environmental Quality Act ("CEQA"), Public Resources Code §§ 21000 *et seq.*, the State CEQA Guidelines, 14 C.C.R. §§ 15000 *et seq.*, and the Environmental Guidelines of the City of Placentia pursuant to the State CEQA Guidelines § 15332 (Class 32 – Infill Development Projects) as the permit would be issued to an infill development project.

**Section 4.** The Planning Commission hereby directs that, upon approval of DPR 2018-03 and UP 2017-04, that a Notice of Exemption shall be filed with the Orange County Clerk/Recorder.

**Section 5.** Based upon the findings and conclusions set forth herein, this Planning Commission hereby approves DPR 2018-03 and UP 2018-04 as modified herein, and specifically subject to the conditions set forth in Attachment "A" attached hereto and by this reference incorporated herein.

**Section 6.** The Secretary to the Planning Commission shall:

- a. Certify to the adoption of this Resolution; and
- b. Forthwith transmit a certified copy of this Resolution, by certified mail, to the applicant at the address of record set forth in the Application.

ADOPTED AND APPROVED this 10th day of July, 2018.

Resolution No. PC-2018-15

Page 2 of 3

ATTACHMENT 3

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 10<sup>th</sup> day of July, 2018, and was passed at this regular meeting of the Planning Commission of the City of Placentia held on the 10<sup>th</sup> day of July, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

ATTEST:

JOSEPH M. LAMBERT,  
SECRETARY TO THE PLANNING COMMISSION

APPROVED AS TO FORM:

CARRIE A. RAVEN,  
DEPUTY CITY ATTORNEY

Attachment A: Conditions of Approval for Development Plan Review No. 2018-03 and  
Use Permit No. 2018-04

**Attachment "A"**  
**Special Conditions of Approval and Standard Development Requirements for**  
**Development Plan Review (DPR) No. 2018-03 &**  
**Use Permit (UP) No. 2018-04**  
**Southwest corner of Orchard Drive and Highland Avenue**

**SPECIAL CONDITIONS**

If the above referenced application is approved, applicant and/or property owner shall comply with the Special Conditions listed below and the Standard Development Requirements attached.

**ALL 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. Development Plan Review (DPR) No. 2018-03 and Use Permit (UP) No. 2018-04 is valid for a period of twenty-four (24) months from the date of final determination, unless extended pursuant to Placentia Municipal Code (PMC) Section 23.75.080. If the use approved by this action is not established by obtaining Building Permits within such a period of time, this approval shall be terminated and shall be null and void, unless an extension is applied for and approved.
2. Failure to abide by and faithfully comply with any and all conditions attached to this action shall constitute grounds for revocation of said action by the City of Placentia Planning Commission.
3. 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.

4. Any significant modifications to the approved site plan, floor plans, and elevation plans, including any modifications which will change, expand or intensify the use(s) 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 City of Placentia Planning Commission or may be approved administratively by City staff.
5. All applicable provisions of the Placentia Municipal Code (PMC) shall be met prior to issuance of Building Permits and shall be adhered to at all times.
6. Prior to issuance of building permits, except as otherwise noted, the project plans shall be submitted for the review and certification for inclusion into the entitlement file by the Director of Development Services and shall include the following information:
  - a. All Special Conditions of Approval and Standard Development Requirements of DPR 2017-03, Use Permit (UP) No. 2017-09, and Vesting Tentative Tract Map (VTTM) No. 18176. Include any project revisions on the applicable sheets of the project plans. Additionally, include separate sheets with approved Special Conditions of Approval and Standard Development Requirements to be printed verbatim on one of the first three pages of all the working drawing sets used for issuance of building permits (architectural, structural, electrical, mechanical, and plumbing) and shall be referenced in the sheet index. The minimum font size utilized for printed text shall be 12 point.
  - b. Typical cross section views and details through the property and across each property line as directed by the Director of Development Services.
  - d. Location of transformers, meters and other aboveground appurtenances.
  - e. The developer shall submit for City approval a construction staging plan that indicates how safe vehicular and pedestrian access to the site will be maintained for the duration of the construction period. The construction stage plan shall include measures such as, but not limited to the following:
    - i. A telephone number and a name of a contact person for registering complaints or comments shall be posted in a clearly visible manner along the perimeter of the site.
    - ii. A flag person shall be employed to direct traffic when construction vehicles access the project site and the construction staging area.
    - iii. Alternate pedestrian routes to the site shall be clearly delineated with safe access to and from the site.
    - iv. If any sidewalk is blocked during construction, alternate routes for pedestrians and bicycles shall be clearly marked with signs approved by the City.

- v. All access points shall be clearly marked during construction, and if an access point is blocked during construction, a detour sign to an alternate access point shall be clearly posted.
  - vi. A detailed timeline outlining the course of drilling, grading/construction work that will take place on the property.
7. All waste bins shall be kept within their respective garages so as not to be visible from the adjacent street.
  8. Prior to any modification of the floor plans that would affect parking as stipulated in the zoning code, the applicant shall obtain written approval from the Director of Development Services or his/her designee.
  9. All mechanical equipment shall be screened from public view to the satisfaction of the Development Services Director.
  10. The applicant, property owner(s), and/or homeowners' association (HOA) shall be responsible for maintaining their respective properties, including the landscaped areas, walkways, and all paved surfaces, free from graffiti, debris and litter. Graffiti shall be removed by the applicant/business owner(s) within 72 hours of defacement and/or upon notification by the City.
  11. Prior to issuance of the the residential building permits, the applicant must follow the procedure for approval under the MWELo for the proposed landscaping of each respective portion. A MWELo procedure and approval package is available from the front counter in the Development Services Department.
  12. At the request of the Director of Development Services, applicant and/or property owner will provide a Parking Management Plan at their own expense to be reviewed by the Director of Development Services to remedy any parking concerns that may arise with the project. The staff review of the parking management plan will be at the expense of the property owner/property management company.
  13. Developer shall pay all applicable residential DIF's prior to issuance of the first building permit including but not limited to:
    - a. Developer shall pay in full to the City of Placentia, all applicable citywide Development Impact Fees adopted by and set forth in City Council Ordinance O-2017-10 prior to issuance of the first building permit.
    - b. Developer shall pay in full to the City of Placentia, all applicable citywide Affordable Housing Fees adopted by and set forth in City Council Ordinance O-2017-11 prior to issuance of the first building permit.
  14. Developer and/or property owner agrees to approve the incorporation of the project into the Community Facilities District No. CFD 2014-01 (Public Services) pursuant to the provisions of California Government Code Section 53311, et seq. Said

annexation into CFD No. 2014-01 shall be fully completed in accordance with California law prior to issuance of any Certificate of Occupancy for the project.

15. Developer and/or property owner agrees to approve the incorporation of the project into the Landscape Maintenance District No. LMD 1992-01 pursuant to the provisions of California Streets and Highways Code Section 22500, et seq. Said annexation into LMD No. 1992-01 shall be fully completed in accordance with California law prior to issuance of any Certificate of Occupancy for the project.
16. Developer and/or property owner agrees to approve the incorporation of the project into the Street Lighting District No. SLD 1981-01 pursuant to the provisions of California Streets and Highways Code Section 22500, et seq. Said annexation into SLD No. 1981-01 shall be fully completed in accordance with California law prior to issuance of any Certificate of Occupancy for the project.
17. Developer and/or property owner agrees that the City may, at its sole election, require that, instead annexing into SLD 1981-01 and/or LMD 1992-1, the project shall be incorporated into a Community Facilities District to be created by the City pursuant to the provision of California Government Code Section 53311, et seq; the purpose of which, and the initial amount of the taxes and assessments thereunder, will be substantially the same, in whole or in part, as SLD 1981-1 and/or LMD 1992-1. Developer and/or property owner agrees to approve the incorporation of the project into said Community Facilities District.
18. Prior to the issuance of any building permits, submit the following for the approval of the Director of Development Services:
  - a. An exterior lighting (photometric) plan showing location, type of fixtures and areas of illumination shall be submitted and reviewed for compliance with City standards and the Placentia Municipal Code. Lighting shall neither negatively impact adjacent properties nor the public right-of-way.
  - b. Complete landscape and irrigation plans.
  - c. Postmaster approval of the location and design of the mailboxes, if applicable.
19. The individual residential units cannot be occupied, the final Certificate of Occupancy cannot be approved, and utilities cannot be released until the following is completed for each respective portion of the property:
  - a. The property owner(s) and/or their successor(s) willfully agree to annex into those district(s) for the project area identified by Condition Nos. 14-17 above. If any of the subject units are sold prior to annexation into the three districts, the future property owner(s) must complete the annexation process and no Certificates of Occupancy shall be issued prior to completion of annexation.
  - b. The property owner(s) shall pay in full all applicable impact fees associated with

the development project.

20. The final action of DPR 2018-03 and Use Permit 2018-04 shall be contingent upon final approval of and Tentative Tract Map 18129. In the event the DPR or UP is denied, approval of any of the aforementioned entitlements shall be deemed to be null and void.
21. Comply with all applicable conditions of approval of TTM 18129.

**DEVELOPMENT SERVICES DEPARTMENT – BUILDING DIVISION:**

22. Architectural and structural plans shall be designed and prepared by a licensed California architect and civil/structural engineer.
23. Grading, sewer, utility, erosion control and wall plans shall be designed and prepared by a licensed California civil engineer.
24. Landscape plans shall be designed and prepared by a licensed California landscape architect.
25. Every condo unit shall be equipped with automatic fire sprinkler system throughout.
26. Site plans (handicap, ramps, signs, etc.) shall be in compliance with current ADA regulations.
27. All building plans for plan review and approval prior to building permit issuance shall be in compliance with 2016 California Building Codes.

**PUBLIC WORKS DEPARTMENT:**

28. All improvement and grading plans shall be drawn on twenty-four (24) inch by thirty-six (36) inch Mylar and signed by a registered civil engineer or other registered/licensed professional as required.
29. The following items are required for the entitlement review:
  - a. Preliminary grading and drainage plan;
  - b. Preliminary geotechnical report;
  - c. Preliminary hydrology/drainage study;
  - d. Preliminary Water Quality Management Plan (WQMP) in the form and content per the City's WQMP template;
  - e. Sewer capacity study;
  - f. Traffic Impact Analysis
30. Prior to issuance of Certificate of Occupancy or building final, all existing and new utilities including electric power, telephone, telecommunication fiber and/or cable TV in the street adjacent to and on-site shall be placed underground in accordance with

the City of Placentia standards and ordinances.

31. It is the applicant's responsibility to notify all utility companies and the City of Placentia for disconnection and/or relocation of the existing utilities, vaults and meters. It is also the applicant's responsibility to insure applicant notifies the Building Inspection Division that these utilities have been properly relocated and/or disconnected. Prior to recordation of the final map, the public improvement plans as required shall be prepared and signed by the City Engineer.
32. Prior to issuance of a Certificate of Occupancy, the engineer of record shall submit all approved project plans on an AutoCAD DWG and DFX formatted Compact Disc (CD) to the Public Works Department. If the required files are unavailable, the applicant shall pay a scanning fee to cover the cost of scanning the as-built plans.
33. Title of tentative map needs to clarify whether the application is for Apartment Complex or Condominium units.
34. Provide an erosion control, Storm Water Pollution Prevention Plans (SWPPP) for protection of the site during and post excavation activities.

### **Grading**

35. Prior to the issuance of a grading permit, the applicant shall prepare a Low Impact Development (LID) specifically identifying the Best Management Practices (BMP's) that will be used on site to control predictable pollutant runoff. The plan shall identify the types of structural and/or non-structural measures to be used. The plan shall comply with the Orange County Drainage Area Management Plan (DAMP) and LID Implementation Guideline. Website available at (<http://ocwatersheds.com/publiced/residents/glltd>) Particular attention should be addressed to the appendix section "Best Management Practices for priority redevelopment." The LID shall clearly show the locations of structural or Nonstructural BMP's, and assignment of long term maintenance responsibilities. The plan shall be prepared to the general form and content and submitted to the Director of Public Works/City Engineer for review and approval.
36. Prior to the issuance of a grading permit, the applicant shall prepare a Water Quality Management Plan (WQMP) specifically identifying the Best Management Practices (BMP's) that will be used on site to control predictable pollutant runoff. The plan shall comply with the Orange County Drainage Area Management Plan (DAMP). Particular attention should be addressed to the appendix section "Best Management Practices for Development." The WQMP shall clearly show the locations of structural BMP's, and assignment of long term maintenance responsibilities (which shall also be included in the Maintenance Agreement). The plan shall be prepared to the general form and content shown in the City of Placentia's WQMP template and shall be submitted to the City Engineer for review and approval. Website available at (<http://www.placentia.org/index.aspx?nid=262>).

37. Prior to the issuance of a grading permit, the applicant shall demonstrate to the City Engineer that coverage has been obtained under the California's General Permit for Discharge of Storm Water Associated with Construction Activity by providing a copy of the Notice of Intent (NOI) submitted to the State Water Resources Control Board and a copy of the subsequent notification of the issuance of a Waste Discharge Identification (WDID) Number to the City Engineer. Construction activity subject to this permit includes clearing, grading and disturbances to the ground such as stockpiling, or excavation. Prior to the issuance of a grading permit, the applicant shall submit to the City Engineer for review a Stormwater Pollution Prevention Plan (SWPPP). A copy of the approved SWPPP shall be kept at the project site and available for review upon request.
38. Prior to the issuance of grading permits, the applicant shall prepare and submit a precise grading plan prepared by a licensed civil engineer to the Engineering Division of the Public Works Department showing building footprints, new and revised pads and elevations of finished grades, drainage routes, retaining walls, erosion control, slope easements, structural best management practices (BMPs) conforming to the approved water quality management plan, and other pertinent information. The project development shall accept and make provisions for the existing surface water that are the natural flows from the adjacent properties immediately abutting to the development site.
39. Prior to approval of the final design plans and issuance of a grading permit, the applicant shall conduct a site-specific geotechnical investigation for the entire site and prepare a report that fully assesses the geologic and soil conditions of the site. As part of the report preparation, soil sampling and any geotechnical testing will be completed at each location where structures are to be erected. The report shall provide grading and structural design recommendations for avoiding liquefaction, subsidence or collapse for each of the proposed structures. The recommendations shall be implemented by the Applicant.
40. Prior to the issuance of a grading permit, erosion control plans and notes shall be submitted and approved by the Engineering Division of Public Works Department.
41. All private slopes of 4 feet or more in vertical height and of 4:1 or greater slope, but less than 2:1 slope, shall be, at minimum, irrigated and landscaped with appropriate ground cover for erosion control. Slope planting required by this section shall include a permanent irrigation system to be installed by the developer prior to occupancy.
42. Surety and agreement guaranteeing completion of all on-site grading improvements including drainage, structural BMPs, erosion control, grading operations shall be posted and executed to the satisfaction of the City Engineer prior to the issuance of grading permits.
43. The final grading plan for the parcels shall be substantially the same, specifically with regard to pad elevations, size, and configuration; as the proposed grading illustrated on the approved site plan. If there is a significant deviation between the two plans

the Community Development Director and the City Engineer will review the plans and determine if a finding of substantial conformance can be made prior to the issuance of a grading permit. The Community Development Director and the City Engineer may refer the matter to the Planning Commission for an opinion before making a decision. Failure to achieve such a finding will require processing a revised site plan.

44. All parking, common, and storage areas shall be lighted to maintain a minimum of 1-foot candle power. These areas should be lighted from sunset to sunrise and be on photo censored cell.
45. The site grading, landscape, irrigation, and street improvement plans shall be coordinated for consistency with each other and for consistency with the requirements and standards of the City of Placentia.
46. The applicant shall provide a quitclaim or relocation of existing easements as applicable in the plan review process prior to issuance of grading permit.
47. Provide and identify all pavement and driveway paving materials used inside the development areas.
48. Identify all storm drain structures, types, sizes and specifications on the plans.
49. The detail drawings on sheet 1 shows two accesses. One on the Orchard Drive and one on Highland Avenue. The plan needs to identify the type of pavement with appropriate designation of the proposed materials and make it consistent with the landscape plans.
50. Preliminary WQMP shall include a feasibility check to ensure the proposed infiltration BMPs are not proposed to be within 100 feet horizontally of a water supply well and/or non-potable well for the protection of groundwater quality per Orange County TGD. Golden State Water Company currently operates a water well pump at the northwest corner of Bradford Avenue and Crowther Avenue.

#### **Public Improvements and Construction**

51. Existing pavement and sidewalk conditions within the limits of the project are determined to be unsuitable due to cracking, irregular surface, age, water damage, and/or failure to meet structural section to support the new residential development. The applicant shall provide street resurfacing of full section of pavements both on Orchard and Highland along the full length of property frontage (grind to a depth of 2-inch and 2-inch overlay), including driveway approaches, sidewalks, curb and gutter, street lights, and street trees. The limit of the pavement includes full width of the street along the entire property frontage 2-inch grind and cap. All public improvements shown on the plans and/or tentative map shall be constructed to City of Placentia standards, ordinances, policies and/or reasonably determined by the City Engineer to be applicable to the project.

52. Prior to issuance of 1st occupancy permit, all new public improvements including curb, gutter, sidewalk, asphalt concrete pavement, and street lights within property boundaries shall be constructed satisfactorily to the City Standards.
53. Improvement plans shall be based upon a centerline profile extending beyond the project boundaries a minimum distance of 150 feet at a grade and alignment approved by the City Engineer.
54. Any and all ADA improvements constructed within the public right of way must meet all ADA or CBC standards and will require the City's CASp inspector to obtain CASp Certification.
55. Prior to recordation of final map or issuance of building permit if recordation has already been accomplished, the applicant shall enter into an agreement and post security bond, in a form and amount acceptable to the City Engineer, guaranteeing the construction of public improvements in conformance with applicable City standards and the City Code, including, but not limited to the following:
56. Street improvement including, but not limited to: pavement, curb and gutter, sidewalks, driveway approaches, street lights, signing, striping, traffic signal systems and other traffic control devices as appropriate.
  - a. Storm drain facilities
  - b. Landscaping
  - c. Sewer systems
  - d. Street lighting

### **Storm Drain Improvements and Construction**

57. The project street and lot grading shall be designed in a manner that perpetuates the existing natural drainage patterns with respect to tributary drainage area and outlet points. Unless otherwise approved by the Public Works Director.
58. Drainage easements, when required, shall be shown on the grading plans and noted as follows: "Drainage Easement - no buildings, obstructions, or encroachments by landfills are allowed."
59. The project shall be designed to accept and properly dispose of all off-site drainage flowing onto or through the site. The storm drain design and improvements shall be subject to review and approval by City Engineer. The hydraulics and hydrology report shall include detailed drainage studies indicating how the grading, in conjunction with the drainage conveyance systems including applicable swales, channels, street flows, catch basins, storm drains, and flood water retarding, BMP treatment and LID, will allow building pads to be safe from inundation from rainfall runoff which may be expected from all storms up to and including the theoretical 100-year flood per the Orange County Hydrology Manual. The project development shall be designed to

accept and properly dispose of all off-site drainage flowing onto or through the site. If the quantities exceed the existing downstream capacity, the developer shall provide adequate drainage facilities to mitigate the impact as approved by the City Engineer.

60. Prior to the approval of the improvement plans, the hydrology study shall show that the 25-year storm flow will be contained within the street from curb to curb and the 100-year storm flow shall be contained within the street right-of-way. When either of these criteria are exceeded, additional drainage facilities shall be installed. All analysis shall comply with the Orange County Hydrology Manual and County Local Drainage Manual.
61. The post development peak flow rate generated from the project site shall be less than or equal to the pre development peak flow rate from the site for all frequency storms up to and including 100-year return.
62. Drainage facilities with sump conditions shall be designed to convey the tributary 100-year storm flows. Secondary emergency flow bypass shall also be provided as approved by City Engineer.

#### **Sewer Line Improvements and Construction**

63. Sewer flow calculations justifying pipe line design and connection to the main shall be prepared by a registered civil engineer and submitted as a part of an improvement plan for approval by the City Engineer. Provide sewer capacity analysis in accordance to the City's Guidelines to evaluate the proposed sewer flow rates into the City sewer system using current flow rate and for pipeline capacity availability. Please see attached "Sewer Capacity Guidelines."
64. Prior to issuance of building permit, the developer's engineer shall analyze and mitigate any sewer system deficiencies for all phases of the proposed development. Results of the system analysis may require special construction such as booster pumps, upsizing the downstream pipes and backwater valves. The engineering analysis and special construction requirements shall be subject to review and approval of City Engineer.
65. Onsite water improvement and fire protection plans shall be approved by the Fire Marshal, the local water district, and City Engineer. The water distribution lines and appurtenances shall conform to the applicable laws and adopted regulations enforced by the Golden State Water Company.
66. Prior to the issuance of a building permit, the applicant shall dedicate ingress and egress of the access route within the project site and improve it fully operational as required by the Orange County Fire Authority and satisfaction to the City Engineer.
67. The applicant shall submit a Will Serve Letter from Orange County Sanitation District and Golden State Water Company.

68. Install new sanitary sewer manholes at the proposed connection to the existing City sewer line.

**Traffic**

69. Provide new and modify the existing striping modifications within the limits of the new paving and the project.

**ORANGE COUNTY FIRE AUTHORITY**

70. Prior to approval of a rough grading permit or any building permit:
  - a. Complete Methane investigation, and if applicable, mitigation (service codes PR172-PR176); and
  - b. Obtain approval of a Fire master plan (service code PR145)
  - c. Obtain approval for any vehicle or pedestrian gates that traverse across any emergency access road.
71. Prior to issuance of a building permit, the applicant shall submit plans addressing the following items for review and approval of their respective portion:
  - a. Underground piping for private hydrants and fire sprinkler systems (service code PR470-PR475); and
  - b. fire sprinkler system (service codes PR400-PR465).
72. Prior to concealing interior construction, the applicant shall submit plans addressing the following items for review and approval:
  - a. Fire alarm system.

**RESOLUTION NO. PC-2018-16**

**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 TRACT MAP (TTM) NO. 18129 FOR THE SUBDIVISION OF 16 RESIDENTIAL TOWNHOME UNITS FOR CONDOMINIUM PURPOSES ON A 1.24-ACRE LOT LOCATED WITHIN THE MEDIUM DENSITY RESIDENTIAL (R-G) ZONING DISTRICT AND SITED ON PROPERTY AT THE SOUTHWEST CORNER OF ORCHARD DRIVE AND HIGHLAND AVENUE.**

**A. Recitals.**

**WHEREAS**, On July 10, 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 Tract Map (TTM) 18129 for the project located at the southwest corner of Orchard Drive and Highland Avenue.

**WHEREAS**, The Planning Commission heard testimony, received a report and other relevant information from City staff and members of the public regarding HQT Homes', c/o Duane Huennekens, application for a Tentative Tract Map.

**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 "A" of 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 Medium Density

Residential (R-G) 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 is "Medium Density Residential", and the proposed use does not involve any change in the land use of the subject site. The proposed project involves the development of four, three-story, multi-family buildings consisting of a total of 16 residential town home units.

c. The proposed project as presented in the staff report and accompanying plans complies with all requirements of Chapter 23.18, "R-G"-Medium Density Multiple-Family District, 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 "A" contain Conditions of Approval and Standard Development requirements specific to this development application in order to provide assurances that the proposed construction of the residential development 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 Tract Map is to support the construction of of four, three-story, multi-family buildings consisting of a total of 16 residential town home units on the site. The proposed residential 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 1.24-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 residential 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 formation of 16 residential condominium units within the City of Placentia that will accommodate four residential townhome buildings.

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 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 and unimproved 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 R-G zone is to stabilize and maintain the residential character of the district for low density apartment living . The proposed project will create a new multi-family residential development. The applicant has designed the residential development in a manner that accomplishes all of the goals of the General Plan and Zoning Code, while avoiding significant impacts to the neighboring properties by utilizing proper site design, good architecture, and providing appropriate areas of open space. Furthermore, the proposed design will enhance the streetscape, thus providing a pleasing aspect to those driving along Orchard Drive and Highland 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 underutilized undeveloped site.

Section 3. The Planning Commission hereby recommends: (a). The City Council of the City of Placentia find that Notice Of Exemption, adopted with respect to the project was prepared in compliance with the California Environmental Quality Act ("CEQA"), California Public Resources Code §§ 21000, *et seq.*, the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, §§ 15332, In-Fill Development Projects, *et seq.*, and the Environmental Guidelines of the City of Placentia and that the Council review and consider the information contained in said Notice Of Exemption with respect to the Application;

(a). The City Council find and determine that, based upon the findings set forth below, and changes and alterations which have been incorporated into and conditioned upon the proposed project, no significant adverse environmental effects will occur; and

(b). 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 Tract Map 18129, as modified herein, and specifically subject to the conditions set forth in Attachment "A" 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, by certified mail, to the Applicant at the address of record set forth in the Application.

ADOPTED AND APPROVED this 10<sup>th</sup> day of July 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 10<sup>th</sup> day of July, 2018, and was passed at this regular meeting of the Planning Commission of the City of Placentia held on the 10<sup>th</sup> day of July, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

ATTEST:

\_\_\_\_\_  
JOSEPH M. LAMBERT,  
SECRETARY TO THE PLANNING COMMISSION

APPROVED AS TO FORM:

\_\_\_\_\_  
CARRIE A. RAVEN,  
DEPUTY CITY ATTORNEY

Attachment A: Conditions of Approval for Tentative Tract Map No. 18129

**Attachment "A"**  
**Special Conditions of Approval for**  
**Tentative Tract Map No. (TTM) 18129**  
**Southwest corner of Orchard Drive and Highland Avenue**  
**(APNs: 343-691-06)**

**SPECIAL CONDITIONS**

If the above referenced application is approved, applicant and/or property owner shall comply with the Special Conditions 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 Tract Map (TTM) 18129 and the final map is contingent upon City Council Approval.
4. TTM 18129 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. TTM 18129 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 residential units for occupancy, all Special Conditions of Approval and Standard Development Requirements shall have been completed and final inspections approved for their respective portion.
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.
10. The final action of Tentative Tract Map (TTM) No. 18129 shall be contingent upon final approval of Development Plan Review (DPR) No. 2018-03 and Use Permit (UP) No. 2018-04. In the event the TTM is denied, approval of any of the aforementioned entitlements shall be deemed to be null and void.
11. Comply with all applicable conditions of approval of DPR 2018-03 and UP 2018-04.

**PUBLIC WORKS – ENGINEERING DIVISION:**

12. Prior to recordation of the final map, the public improvement plans as required shall be prepared and signed by the City Engineer.

### **Final Map**

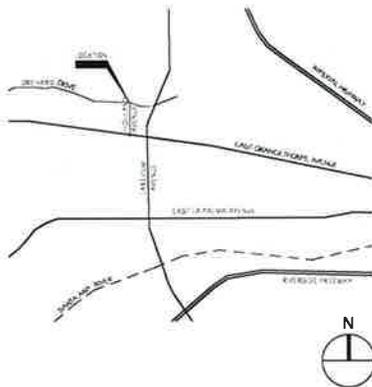
13. Applicant shall provide a quitclaim or relocation of easement that affects the proposed development.
14. The applicant shall prepare and submit a preliminary title report no older than 90 days.
15. Prior to approval of the Final Map, pursuant to the Subdivision Improvement Agreement for Public Improvements 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.
16. The applicant shall establish a Homeowner's association (HOA) for the purpose of maintaining all private access, common lots, onsite fire hydrant, common sewer line, WQMP, LIP, open space, storm drainage and emergency opening of security gate. The association is subject to the review and approval of the Director of Public Works and City Attorney and shall be recorded concurrently with the final map.
17. 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.



# HIGHLAND & ORCHARD

A COLLECTION OF SIXTEEN TOWNHOMES  
 PLACENTIA, CALIFORNIA  
 HQT HOMES

**VICINITY MAP**



**PROPERTY OWNER**  
 FRANK AND SYLVIA BOISSERANC  
 949-246-5439

**DEVELOPER/APPLICANT**  
 HQT HOMES 216, LLC,  
 13821 NEWPORT AVENUE, SUITE 120  
 TUSTIN, CA 92780  
 CONTACT:  
 DUANE HUENNEKENS  
 714-508-3990

**ARCHITECT**  
 PATE SMEALL ARCHITECTS  
 3919 WESTERY PLACE, SUITE 102  
 NEWPORT BEACH, CA 92680  
 CONTACT:

THERON PATE, AIA  
 LIC. NO. C22,981  
 949-486-0120, X101

**CIVIL ENGINEER**  
 KING CIVIL ENGINEERING CORP.  
 101 S. KRAEMER BLVD, SUITE 232  
 PLACENTIA, CA 92670  
 CONTACT:  
 THOMAS A. KING, P.E.  
 714-996-7010

**PROJECT LOCATION**

SOUTHWEST CORNER OF  
 HIGHLAND AVENUE AND ORCHARD DRIVE  
 PLACENTIA, CA 92670  
 TRACT NO. 18129

**PROJECT DESCRIPTION**  
 3-STORY MULTI-FAMILY RESIDENCES  
 TOTAL UNITS: 16

**PROJECT ZONING**  
 R-G (15 UNITS/ACRE)

**DESIGN PROGRAM**

**PLAN 1**  
**CONDITIONED AREA:**  
 1,907 SQ. FT.  
 3-BEDROOM  
 3.5-BATH

**UNCONDITIONED AREA:**  
 2-CAR GARAGE: 463 SQ. FT.  
 DECK: 76 SQ. FT.

**PLAN 2**  
**CONDITIONED AREA:**  
 1,907 SQ. FT.  
 3-BEDROOM  
 3.5-BATH

**UNCONDITIONED AREA:**  
 2-CAR GARAGE: 403 SQ. FT.  
 DECK: 78 SQ. FT.

**SHEET INDEX**

- 1 TITLE SHEET
- 2 ARCHITECTURAL SITE PLAN
- 3 UNIT PLAN - PLAN 1
- 4 UNIT PLAN - PLAN 2
- 5 BUILDING PLANS - 3-PLEX
- 6 EXTERIOR ELEVATIONS - 3-PLEX
- 7 EXTERIOR ELEVATIONS - 3-PLEX
- 8 BUILDING PLANS - 4-PLEX
- 9 EXTERIOR ELEVATIONS - 4-PLEX
- 10 EXTERIOR ELEVATIONS - 4-PLEX
- 11 COLORED EXTERIOR ELEVATIONS (SCHEME 3) 4-PLEX
- 12 COLORED EXTERIOR ELEVATIONS (SCHEME 3) 4-PLEX
- 13 BUILDING PLANS - 5-PLEX
- 14 EXTERIOR ELEVATIONS - 5-PLEX
- 15 EXTERIOR ELEVATIONS - 5-PLEX

**SITE INFORMATION**

ZONING  
R-G (15 UNITS/ACRE)

LOT SIZE  
1.24 ACRES (54,161 SQ. FT.)

SETBACKS  
FRONT: 20'-0"  
STREET SIDE: (CORNER LOT) 10'-0"  
INTERIOR SIDE: 10'-0"  
REAR: 10'-0"

UNIT TYPES  
3-STORY MULTI-FAMILY RESIDENCES  
TOTAL UNITS: 16

DENSITY  
16 UNITS / 1.24 ACRES = 12.9 DU/AC

DWELLING UNITS  
PLAN 1: 1,907 SF (3 BEDROOMS; 3.5 BATHS)  
PLAN 2: 1,907 SF (3 BEDROOMS; 3.5 BATHS)

PARKING REQUIRED  
2 SPACES PER UNIT = 32 SPACES  
2 GUEST SPACES PER UNIT = 4 SPACES  
1 ACCESSIBLE PARKING SPACE

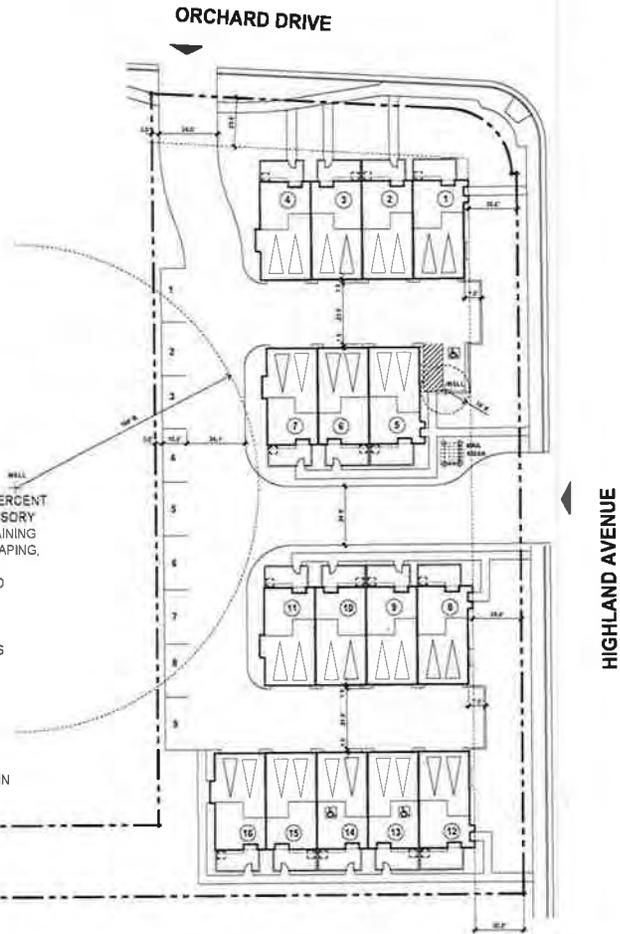
PARKING PROVIDED  
2 GARAGE SPACES PER UNIT = 32 SPACES  
56 GUEST SPACES PER UNIT = 8 SPACES  
1 ACCESSIBLE SPACE

LOT COVERAGE REQUIREMENTS  
MAXIMUM ALLOWABLE LOT COVERAGE SHALL BE NOT MORE THAN SIXTY (60) PERCENT OF THE TOTAL LOT AREA. SUCH AREA SHALL BE DEVOTED TO MAIN AND ACCESSORY BUILDING AREA, PARKING AREA, DRIVEWAYS AND COVERED PATIOS. THE REMAINING FORTY (40) PERCENT OF THE TOTAL LOT AREA SHALL BE DEVOTED TO LANDSCAPING, LAWN, OUTDOOR RECREATION FACILITIES INCIDENTAL TO RESIDENTIAL DEVELOPEMENT, SUCH AS UNCOVERED PATIOS/COURTYARDS, WALKWAYS AND FENCES.

LOT COVERAGE PROVIDED  
(MAIN BUILDINGS, MAIL KIOSK, DRIVE AISLES, DRIVEWAYS AND PARKING STALLS)  
31,472 SQ. FT. / 54,161 SQ. FT. = 58.1%

BUILDING HEIGHT  
MAXIMUM ALLOWABLE: 35'-0"  
PROPOSED: 35'-0"

TRASH LOCATION  
ALL REQUIRED TRASH AND RECYCLING CONTAINERS SHALL BE LOCATED WITHIN INDIVIDUAL GARAGES

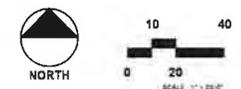


**PROPERTY OWNER**  
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949-246-5439

**DEVELOPER/APPLICANT**  
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13821 NEWPORT AVENUE, SUITE 120  
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3919 WESTERLY PLACE, SUITE 102  
NEWPORT BEACH, CA 92660  
CONTACT:  
THERON PATE, AIA  
LIC NO. C22,981  
949-486-0120, X101

**CIVIL ENGINEER**  
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PLACENTIA, CA 92870  
CONTACT:  
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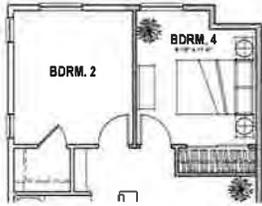
**HIGHLAND & ORCHARD PLACENTIA, CA**

HQT HOMES

**ARCHITECTURAL SITE PLAN**

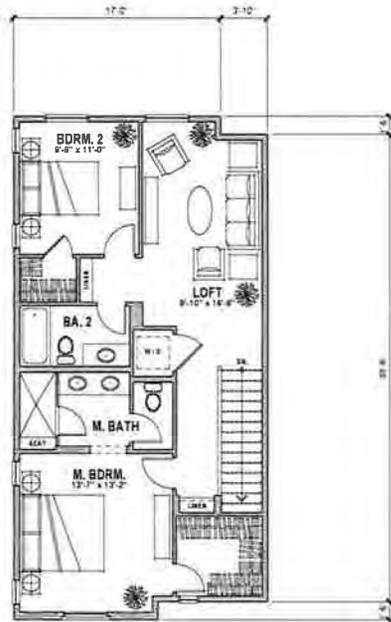
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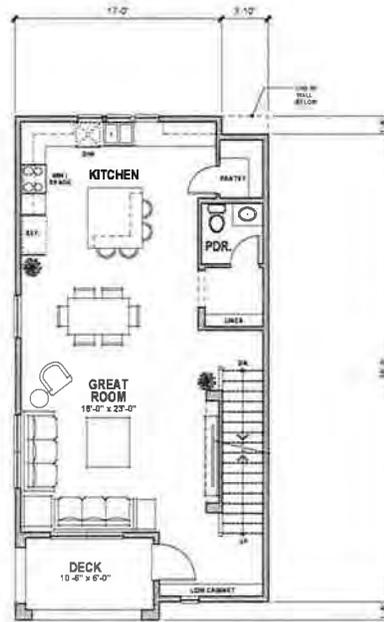


**OPTIONAL BEDROOM 4  
IN LIEU OF LOFT**

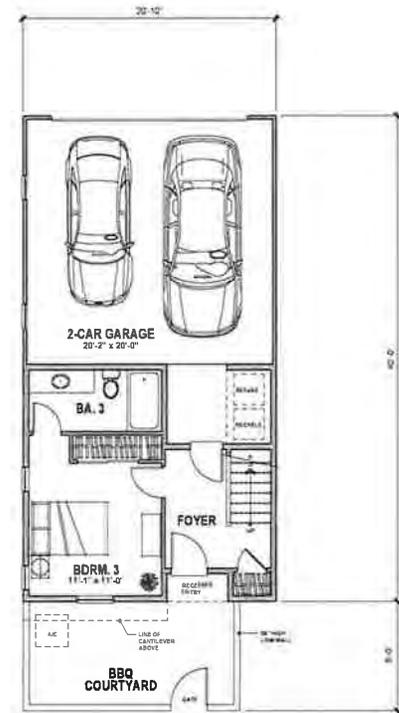
**PLAN 1**  
 1907 SF  
 3 BEDROOM  
 LOFT / OPT. BR. 4  
 3.5 BATH  
 2-CAR GARAGE



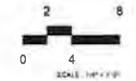
**THIRD FLOOR PLAN**



**SECOND FLOOR PLAN**



**FIRST FLOOR PLAN**



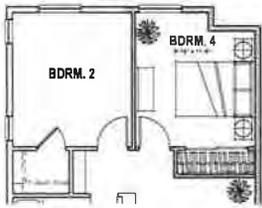
**HIGHLAND & ORCHARD** PLACENTIA, CA

HQT HOMES

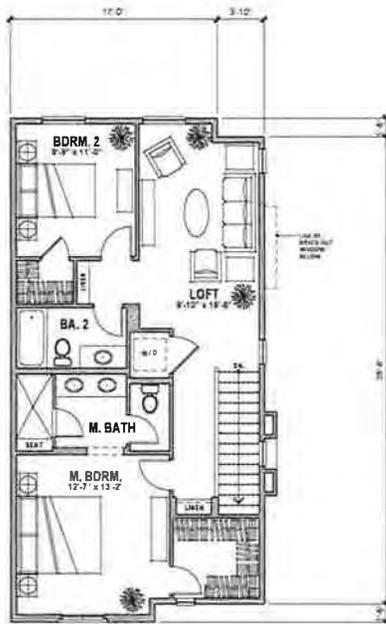
**UNIT PLAN - PLAN 1**

06.27.18





**OPTIONAL BEDROOM 4  
IN LIEU OF LOFT**

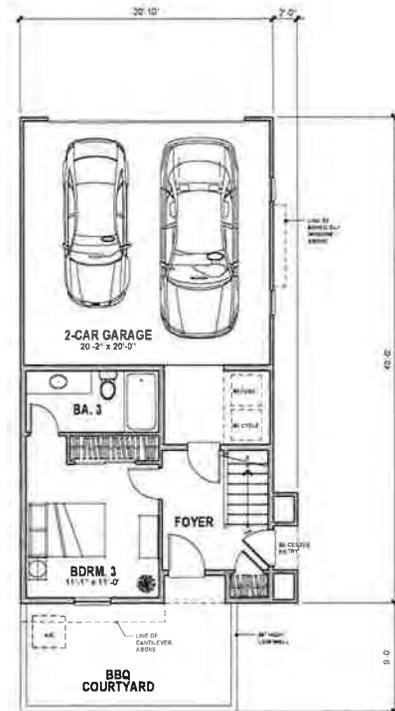


**THIRD FLOOR PLAN**



**SECOND FLOOR PLAN**

**PLAN 2**  
1907 SF  
3 BEDROOM  
LOFT / OPT. BR. 4  
3.5 BATH  
2-CAR GARAGE



**FIRST FLOOR PLAN**

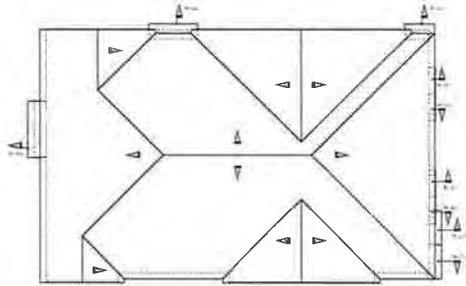


**HIGHLAND & ORCHARD** PLACENTIA, CA  
HQT HOMES

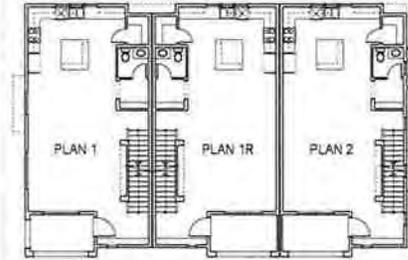
**UNIT PLAN - PLAN 2**

06 27 18

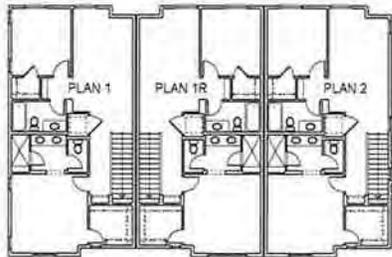




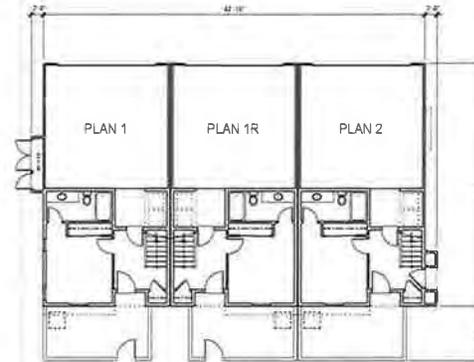
**ROOF PLAN**  
PITCH: 3:12, UNO, 5-TILE



**SECOND FLOOR**

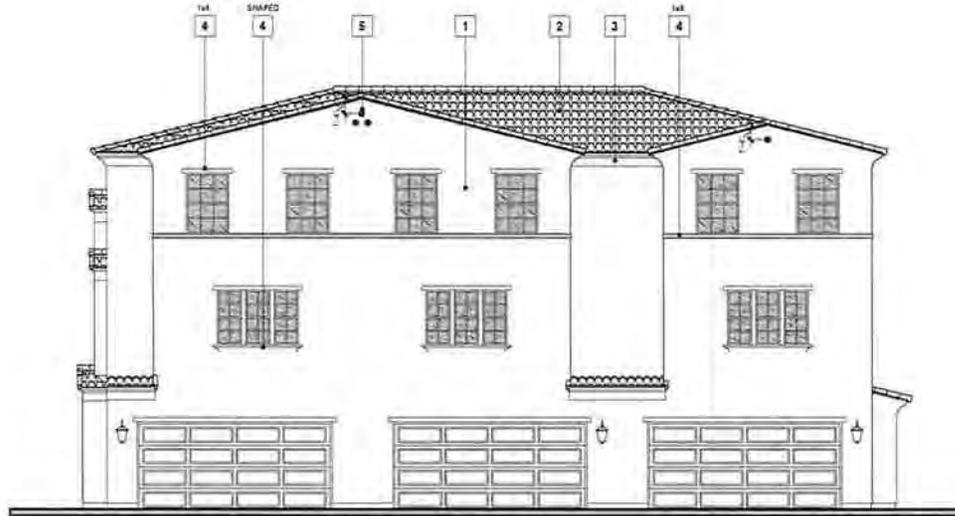


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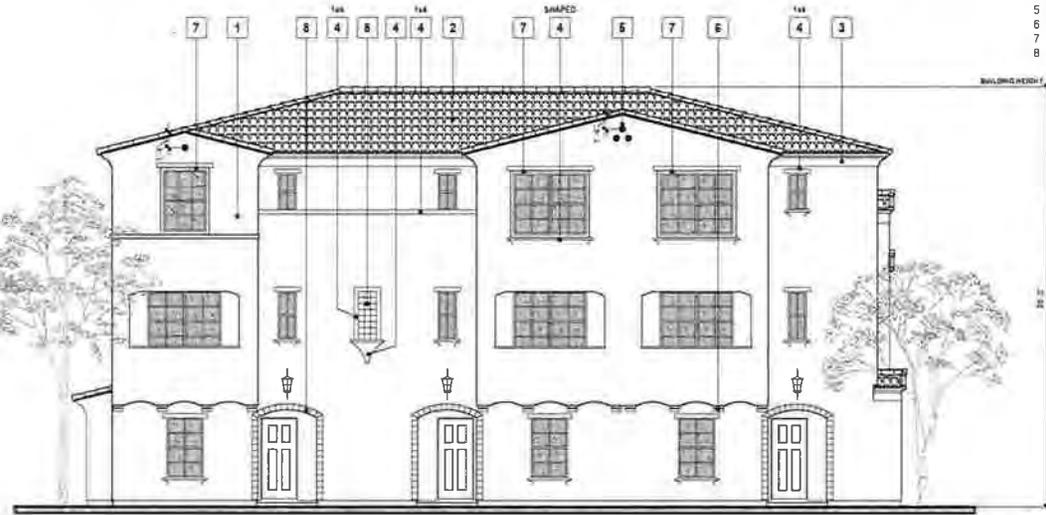


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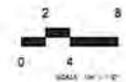
REAR ELEVATION



FRONT ELEVATION

ELEVATION KEYNOTES:

- 1 STUCCO BODY (SAND FINISH)
- 2 S - PROFILE CONCRETE ROOF TILE
- 3 SHAPED STUCCO EAVE
- 4 STUCCO COVD HIGH DENSITY FOAM TRIM (IMPACT RESISTANT)
- 5 CLAY PIPE DETAIL
- 6 STUCCO CORBELS AT CANTILEVERS
- 7 3 1/2" WINDOW RECESS
- 8 6" X 6" DECORATIVE CERAMIC TILE



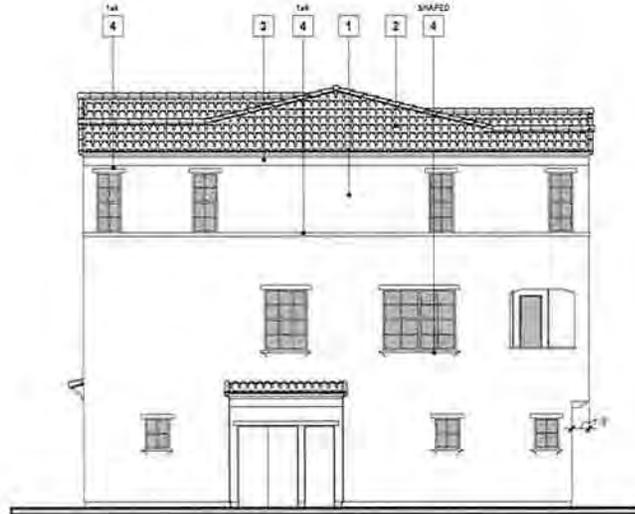
HIGHLAND & ORCHARD PLACENTIA, CA

HQT HOMES

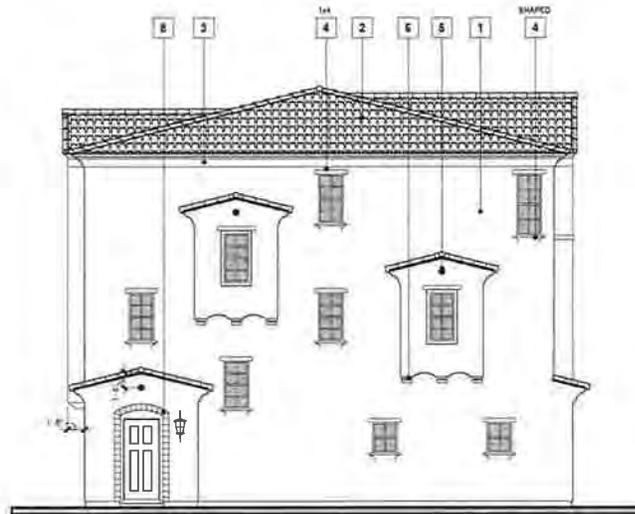
EXTERIOR ELEVATIONS - 3-PLEX

06.27.18





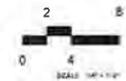
LEFT SIDE ELEVATION



RIGHT SIDE ELEVATION  
(FACING HIGHLAND AVENUE)

ELEVATION KEYNOTES:

- 1 STUCCO BODY (SAND FINISH)
- 2 S - PROFILE CONCRETE ROOF TILE
- 3 SHAPED STUCCO EAVE
- 4 STUCCO COVD HIGH DENSITY FOAM TRIM (IMPACT RESISTANT)
- 5 CLAY PIPE DETAIL
- 6 STUCCO CORBELS AT CANTILEVERS
- 7 3 1/2" WINDOW RECESS
- 8 6" X 6" DECORATIVE CERAMIC TILE



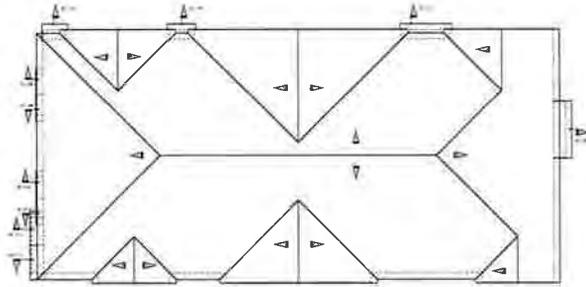
HIGHLAND & ORCHARD PLACENTIA, CA

HQT HOMES

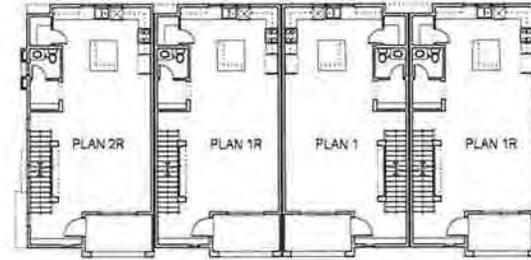
EXTERIOR ELEVATIONS - 3-PLEX

06.27.18

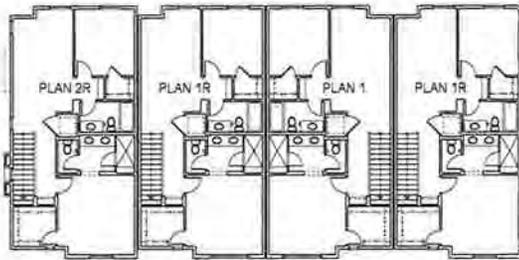




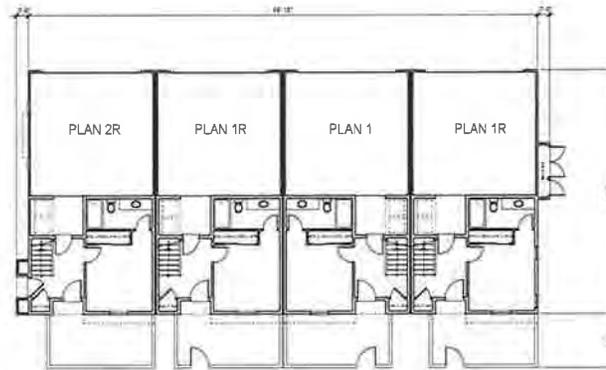
**ROOF PLAN**  
PITCH: 3:12, UMD : S-TILE



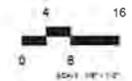
**SECOND FLOOR**

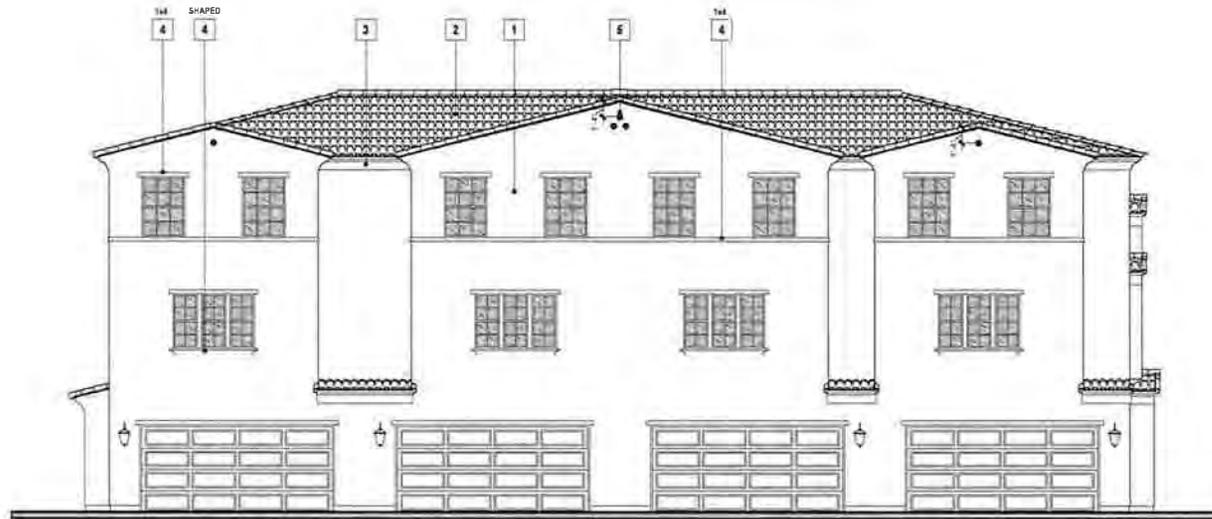


**THIRD FLOOR**



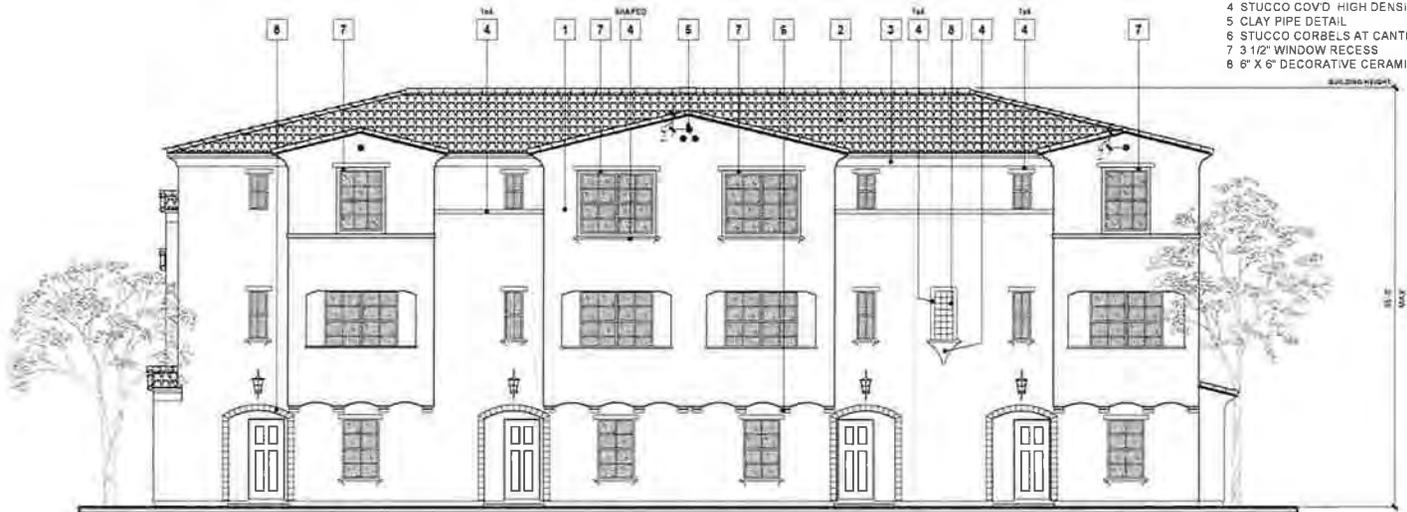
**FIRST FLOOR**



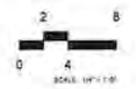


REAR ELEVATION

- ELEVATION KEYNOTES:
- 1 STUCCO BODY (SAND FINISH)
  - 2 S - PROFILE CONCRETE ROOF TILE
  - 3 SHAPED STUCCO EAVE
  - 4 STUCCO COVD HIGH DENSITY FOAM TRIM (IMPACT RESISTANT)
  - 5 CLAY PIPE DETAIL
  - 6 STUCCO CORBELS AT CANTILEVERS
  - 7 3 1/2" WINDOW RECESS
  - 8 6" X 6" DECORATIVE CERAMIC TILE



FRONT ELEVATION

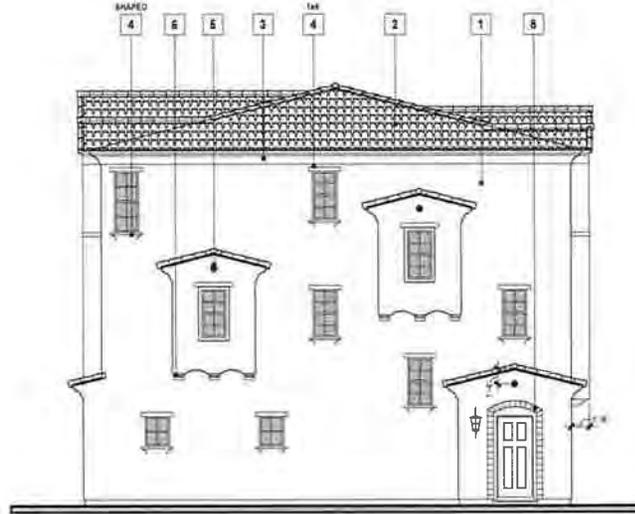


HIGHLAND & ORCHARD PLACENTIA, CA  
 HQT HOMES

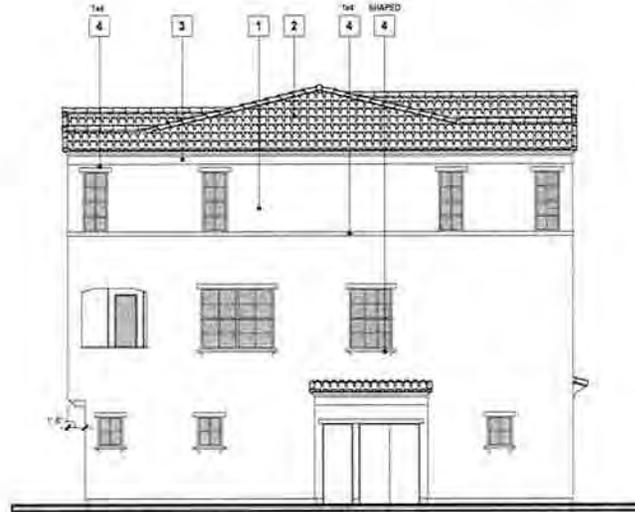
EXTERIOR ELEVATIONS - 4-PLEX

06.27.18





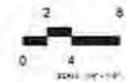
**LEFT SIDE ELEVATION  
(FACING HIGHLAND AVENUE)**



**RIGHT SIDE ELEVATION**

**ELEVATION KEYNOTES:**

- 1 STUCCO BODY (SAND FINISH)
- 2 S - PROFILE CONCRETE ROOF TILE
- 3 SHAPED STUCCO EAVE
- 4 STUCCO COVD HIGH DENSITY FOAM TRIM (IMPACT RESISTANT)
- 5 CLAY PIPE DETAIL
- 6 STUCCO CORBELS AT CANTILEVERS
- 7 3 1/2" WINDOW RECESS
- 8 6" X 6" DECORATIVE CERAMIC TILE

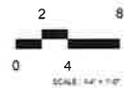




REAR ELEVATION



FRONT ELEVATION



**HIGHLAND & ORCHARD** PLACENTIA, CA

**COLORLED EXTERIOR ELEVATIONS (SCHEME 3) - 4-PLEX**

HQT HOMES

06.27.18

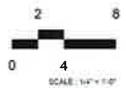


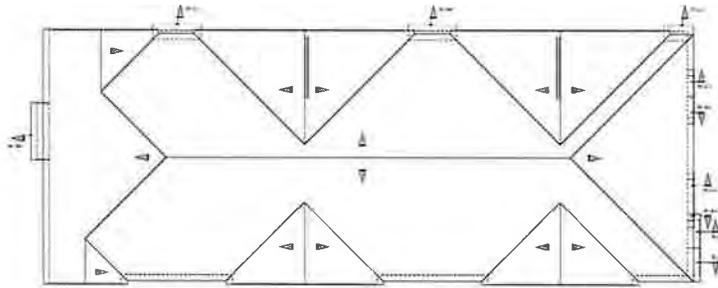


**LEFT SIDE ELEVATION**  
(FACING HIGHLAND AVENUE)

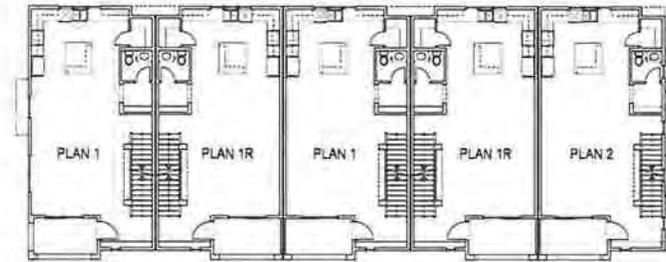


**RIGHT SIDE ELEVATION**

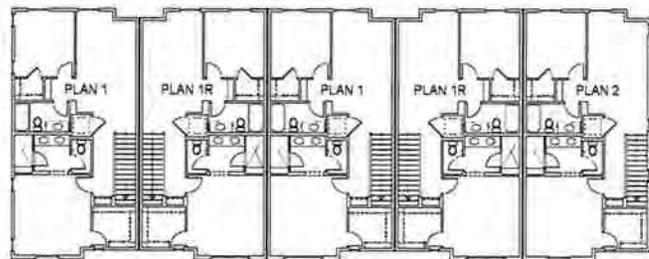




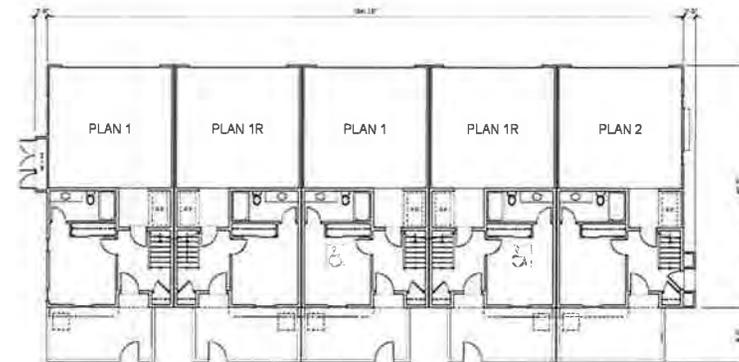
**ROOF PLAN**  
PITCH: 3/12, U.N.O.; S-TILE



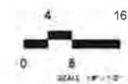
**SECOND FLOOR**

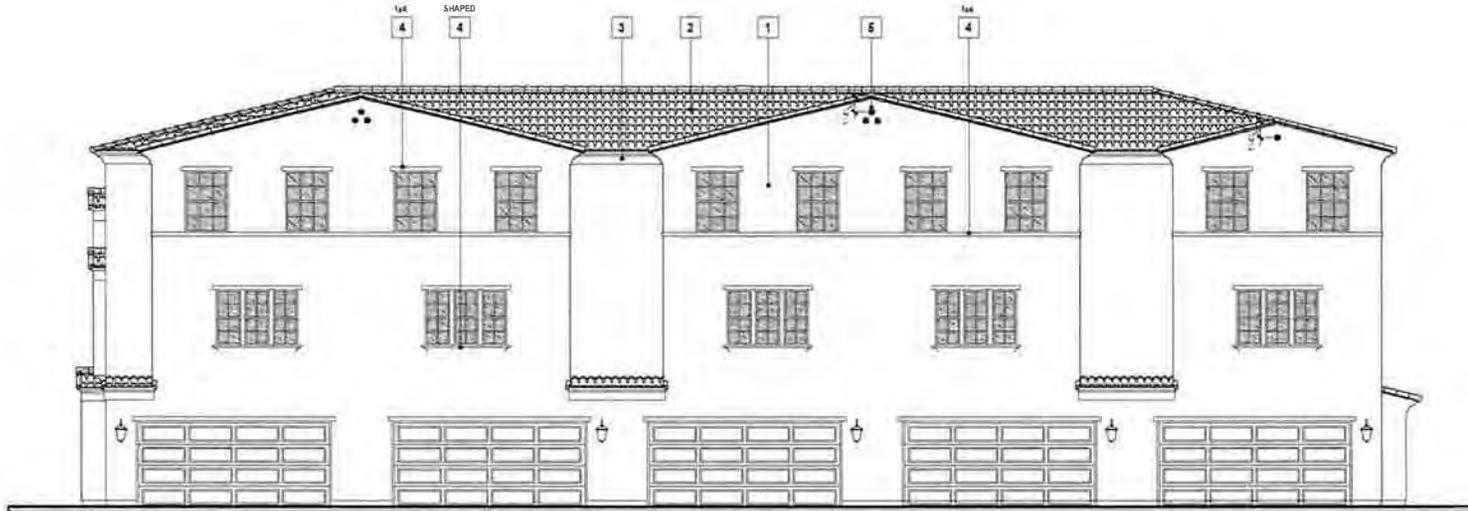


**THIRD FLOOR**



**FIRST FLOOR**

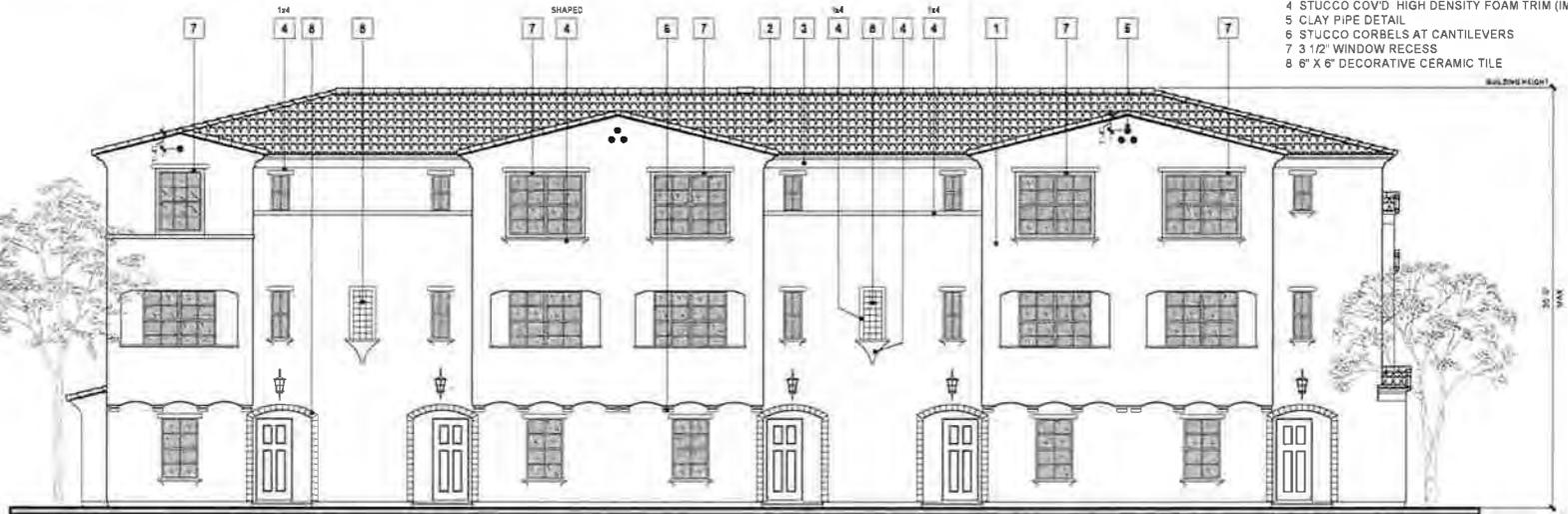




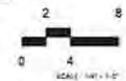
REAR ELEVATION

ELEVATION KEYNOTES:

- 1 STUCCO BODY (SAND FINISH)
- 2 S - PROFILE CONCRETE ROOF TILE
- 3 SHAPED STUCCO EAVE
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- 6 STUCCO CORBELS AT CANTILEVERS
- 7 3 1/2" WINDOW RECESS
- 8 6" X 6" DECORATIVE CERAMIC TILE



FRONT ELEVATION



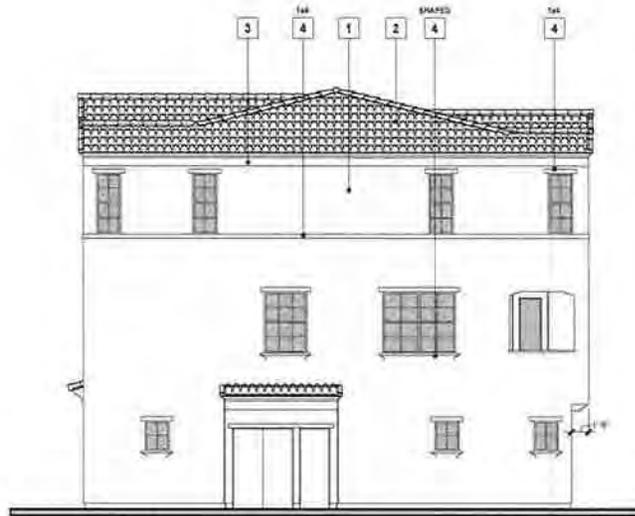
HIGHLAND & ORCHARD PLACENTIA, CA

HQT HOMES

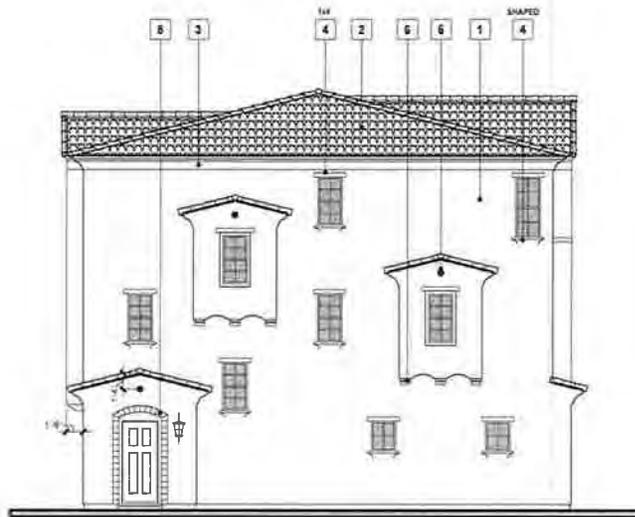
EXTERIOR ELEVATIONS - 5-PLEX

06.27.18





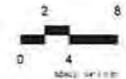
LEFT SIDE ELEVATION



RIGHT SIDE ELEVATION  
(FACING HIGHLAND AVENUE)

ELEVATION KEYNOTES:

- 1 STUCCO BODY (SAND FINISH)
- 2 S - PROFILE CONCRETE ROOF TILE
- 3 SHAPED STUCCO EAVE
- 4 STUCCO COVD' HIGH DENSITY FOAM TRIM (IMPACT RESISTANT)
- 5 CLAY PIPE DETAIL
- 6 STUCCO CORBELS AT CANTILEVERS
- 7 3 1/2" WINDOW RECESS
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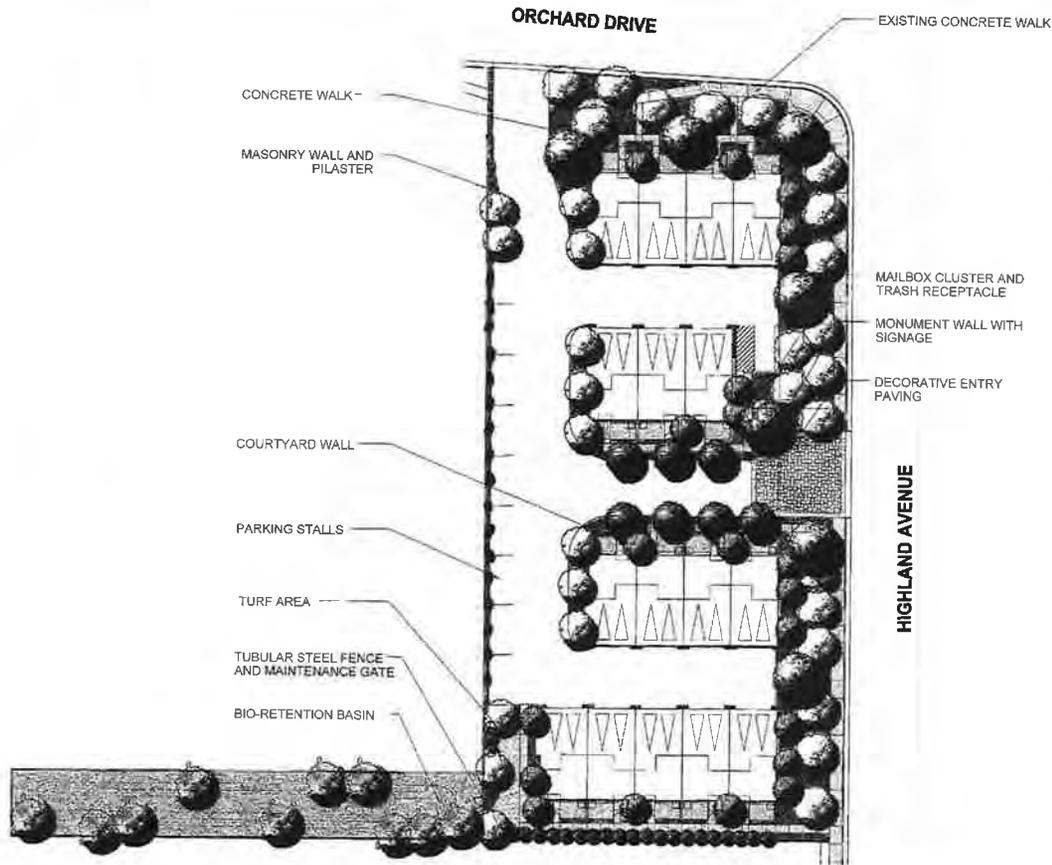
HIGHLAND & ORCHARD PLACENTIA, CA

HQT HOMES

EXTERIOR ELEVATIONS - 5-PLEX

06.27.18





**Planting Notes :**

- Trees and shrubs over two (2) feet in height shall be located:
  - Ten (10) feet back of beginning of curb/roadway intersection
  - Twenty-five (25) feet from street light standards
  - Ten (10) feet from driveway/OTV or all ways
  - Ten (10) feet offset from sewer lateral lines
  - Five (5) feet from fire hydrants
  - Five (5) feet from service walks
  - Five (5) feet from meters
  - Five (5) feet from gas or water service lines

All shrub areas shall be planted with ground cover listed for each planted area on the plan and all groundcover shall be planted 12 inches on center, minimum and shall be triangular spaced

**Statement of Water Conservation :**

Please note the following practices of design utilized on this project directed specifically on conserving water and improving the efficiency of the irrigation system:

- All new landscaped areas to include 100% of permeable interlocking pavers.
- All exterior paved areas include 100% of permeable pavers and 100% of trees.
- All exterior paved areas include permeable interlocking pavers.
- Permeable pavers utilized to treat stormwater through the irrigation system.
- Irrigation system designed by dual metered lines.
- Irrigation system designed to include and alternate utilization of irrigation system head valves.
- Utilization of irrigation system flow sensors.
- Utilization of rain shut-off device connected to irrigation controller.
- Utilization of controller with water budgeting feature.

IRRIGATION SYSTEM SHALL BE DESIGNED AND MAINTAINED ON A MONTHLY BASIS BY THE MAINTENANCE STAFF. AN IRRIGATION AUDIT IN COMPLIANCE WITH THE STATE OF CALIFORNIA IRRIGATION WATER MANAGEMENT PROGRAM SHALL BE PERFORMED BY A CERTIFIED IRRIGATION AUDITOR PRIOR TO TURNOVER OF PROJECT AND EVERY 3 YEARS THEREAFTER. THE REGULAR WATER PLANTING SCHEDULE COORDINATED WITH THE AUDITS SHOULD BE USED TO MAINTAIN THE IRRIGATION EFFICIENCY AS INTENDED IN THE DESIGN.

**PLANT LEGEND**

**PROPOSED TREES**  
MAY INCLUDE, BUT NOT LIMITED TO:

BOTANICAL NAME	COMMON NAME	SIZE	WINDFALL
AGAVE ATTENUATA	FOXTAILED AGAVE	5 GAL	L
AGAVE A. 'BLUE GLORY'	BLUE GLORY AGAVE	5 GAL	L
ALICE BRANT	CORAL ALICE	1 GAL	L
ALICE MAGALATA 'YELLOW FORM'	YELLOW SOAP ALICE	1 GAL	L
BENICHA 'TROPICAL HANGOVER'	MADONNA	5 GAL	L
CALABRIMON 'LITTLE JOHN'	JOHN'S BUTTLERBUSH	5 GAL	L
DARICA 'PINKIE'	CA. MEADOW HEDGE	5 GAL	L
DARICA 'MIDCAMP'	ITALY PLUM	5 GAL	L
JAMBILLA 'REVOLUTA'	PLUM LILY	5 GAL	L
TOCOCHELA 'VICENZA'	HERRING BUSH	10 GAL	L
FELICIA 'BELL D'OR'	PRINCE OF GUAVA	5 GAL	L
ORCHIDATA 'CANTATA DEF'	WOOD Y CROCHULA	5 GAL	L
HELIORHIZIS 'PARKER ORA'	RED YUCCA	5 GAL	L
HELIORHIZIS 'ARISTOCRATA'	YUCCA	10 GAL	L
LARIBUS 'KORUS'	SKY LAUREL	10 GAL	L
LIMNOCYLLUS 'PANTOCHEUS'	TEARDROP SAGE	5 GAL	L
LIGULASTRA 'TROPICALIS'	PRIVET	10 GAL	L
MULIMBERBERA 'PINKIE'	ORANGE GRASS	5 GAL	L
MADONNA 'ROSEMARY'	HEAVENLY BAMBOO	5 GAL	L
MARILLA 'TANGRAM'	MELONCINI 'TITAN' GRASS	5 GAL	L
PHOENIX 'A. RED ROOBY'	CHEESE PLANT	5 GAL	L
PRINCE OF GUAVA	HOLLYHAWK CHERRY	5 GAL	L
PRINCE OF GUAVA	'ROSEMARY'	5 GAL	L
RHIZANTHUS 'SP.'	INDIAN HAWTHORN	5 GAL	L
ROMA WHITE 'SUNSET'	SEAGRAM BUSH	5 GAL	L
SALVIA 'DRESS'	WHITE GARDEN ROSE	5 GAL	L
SEBESIA 'AULIMARIBUS'	AUTUMN SAGE	5 GAL	L
STYLOSAN 'CORNFUTY'	AUTUMN MOON GRASS	5 GAL	L
YUCCA 'RECURVIFOLIA'	SPICY YUCCA	5 GAL	L

**PROPOSED SHRUBS**  
MAY INCLUDE, BUT NOT LIMITED TO:

BOTANICAL NAME	COMMON NAME	SIZE	WINDFALL
AGAVE ATTENUATA	FOXTAILED AGAVE	5 GAL	L
AGAVE A. 'BLUE GLORY'	BLUE GLORY AGAVE	5 GAL	L
ALICE BRANT	CORAL ALICE	1 GAL	L
ALICE MAGALATA 'YELLOW FORM'	YELLOW SOAP ALICE	1 GAL	L
BENICHA 'TROPICAL HANGOVER'	MADONNA	5 GAL	L
CALABRIMON 'LITTLE JOHN'	JOHN'S BUTTLERBUSH	5 GAL	L
DARICA 'PINKIE'	CA. MEADOW HEDGE	5 GAL	L
DARICA 'MIDCAMP'	ITALY PLUM	5 GAL	L
JAMBILLA 'REVOLUTA'	PLUM LILY	5 GAL	L
TOCOCHELA 'VICENZA'	HERRING BUSH	10 GAL	L
FELICIA 'BELL D'OR'	PRINCE OF GUAVA	5 GAL	L
ORCHIDATA 'CANTATA DEF'	WOOD Y CROCHULA	5 GAL	L
HELIORHIZIS 'PARKER ORA'	RED YUCCA	5 GAL	L
HELIORHIZIS 'ARISTOCRATA'	YUCCA	10 GAL	L
LARIBUS 'KORUS'	SKY LAUREL	10 GAL	L
LIMNOCYLLUS 'PANTOCHEUS'	TEARDROP SAGE	5 GAL	L
LIGULASTRA 'TROPICALIS'	PRIVET	10 GAL	L
MULIMBERBERA 'PINKIE'	ORANGE GRASS	5 GAL	L
MADONNA 'ROSEMARY'	HEAVENLY BAMBOO	5 GAL	L
MARILLA 'TANGRAM'	MELONCINI 'TITAN' GRASS	5 GAL	L
PHOENIX 'A. RED ROOBY'	CHEESE PLANT	5 GAL	L
PRINCE OF GUAVA	HOLLYHAWK CHERRY	5 GAL	L
PRINCE OF GUAVA	'ROSEMARY'	5 GAL	L
RHIZANTHUS 'SP.'	INDIAN HAWTHORN	5 GAL	L
ROMA WHITE 'SUNSET'	SEAGRAM BUSH	5 GAL	L
SALVIA 'DRESS'	WHITE GARDEN ROSE	5 GAL	L
SEBESIA 'AULIMARIBUS'	AUTUMN SAGE	5 GAL	L
STYLOSAN 'CORNFUTY'	AUTUMN MOON GRASS	5 GAL	L
YUCCA 'RECURVIFOLIA'	SPICY YUCCA	5 GAL	L

**PROPOSED GROUND COVER**  
MAY INCLUDE, BUT NOT LIMITED TO:

BOTANICAL NAME	COMMON NAME	SIZE	WINDFALL
CLAMMIFERUS 'TERTIENNA'	WILD LILAC	1 GAL	L
STYLOSAN 'MARGARENE'	ZYCAEDA	1 GAL	L
CANBESIA 'SUNSET'	NATAL PLUM	1 GAL	L
SCOPOLIA 'SP.'	CALIFORNIA LILAC	1 GAL	L
CISTIS 'SP.'	ROCKROSE	1 GAL	L
LINDSAY 'A. HALLIANA'	WALLS (SANTALUCIA)	1 GAL	L
PHYCANTHUS 'RED BLP'	'ROSEMARY'	1 GAL	L
ROSEMARY 'OFFICIALIS'	ROSEMARY	1 GAL	L
SCOPOLIA 'MARGARENE'	BLUE CHALK STICKS	1 GAL	L

**PROPOSED VINES**  
MAY INCLUDE, BUT NOT LIMITED TO:

BOTANICAL NAME	COMMON NAME	SIZE	WINDFALL
SMYTTUS 'SUCULIFORMIS'	REDWOOD TREEMANE VINE	5 GAL	L
CELANAN 'SUNSET'	SUNSET WINDMILL	5 GAL	L
LINDSAY 'A. HALLIANA'	WALLS (SANTALUCIA)	5 GAL	L
TRINICIA 'SUNSET'	STRAWBERRY	5 GAL	L

**BIOFILTRATION PLANTING**  
MAY INCLUDE, BUT NOT LIMITED TO:

BOTANICAL NAME	COMMON NAME	SIZE	WINDFALL
DAVIDSONIA	DAVIDSONIA	5 GAL	L
JUNCUS 'SUNSET'	JUNCUS	5 GAL	L
HELIORHIZIS 'PINKIE'	HELIORHIZIS	5 GAL	L
MARILLA 'TANGRAM'	MARILLA	5 GAL	L
ROSA 'SUNSET'	ROSA	5 GAL	L
STYLOSAN 'CORNFUTY'	STYLOSAN	5 GAL	L

**TURF**  
MAY INCLUDE, BUT NOT LIMITED TO:

BOTANICAL NAME	COMMON NAME
MARATHON II	HYBRID TALL FESCUE

**HIGHLAND & ORCHARD  
PRELIMINARY LANDSCAPE PLAN  
PLACENTIA, CALIFORNIA**  
HQT HOMES, 13821 NEWPORT AVENUE, SUITE 120, TUSTIN, CA 92780



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MAR 30 2008  
PLANNING

**SMI**  
SUMMERS/MURPHY & PARTNERS, INC.  
2612 CLAY HOLLOW, SUITE 200  
DANA POINT, CA 92629  
TEL: 949.441.1111

DATE: 4/27/07 SMP # 742644

# TENTATIVE TRACT No. 18129

IN THE CITY OF PLACENTIA, COUNTY OF ORANGE, STATE OF CALIFORNIA.

BEING A SUBDIVISION OF RESIDUAL PARCEL 2 OF PARCEL MAP BOOK 53/39 PER TRACT NO. 9938, AS PER MAP RECORDED IN BOOK 427, PAGES 49-50 MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER, ORANGE COUNTY, CALIFORNIA.

1 LOT (16 UNITS) 1.24 ACRES (NET & GROSS) APRIL 2018

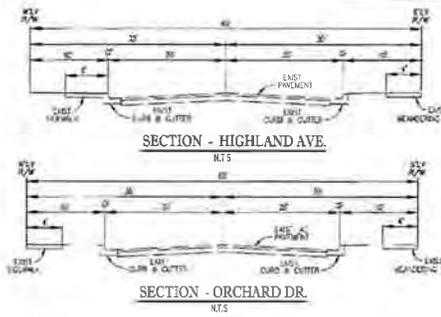
**SUBDIVIDER:**  
HOTI HOMES  
1821 NEWPORT AVE #120  
TUSTIN, CALIFORNIA 92680  
TEL: (714) 266-3998 FAX: (714) 506-3999

**PREPARED BY:**  
KING CIVIL ENGINEERING CORP.  
161 S. HILASHER BLVD., SUITE 202  
PLACENTIA, CALIF. 92869  
TEL: (714) 966-3818 FAX: (714) 996-8122  
KINGCIVIL@EARTHLINK.NET

SCALE: 1" = 20'

**UTILITY PURVEYORS:**

- WATER:** YORBA LINDA WATER DISTRICT  
1777 MERRILL AVE  
PLACENTIA, CA 92870
- SEWER:** CITY OF PLACENTIA  
DEPARTMENT OF PUBLIC WORKS  
401 E. CHAPMAN AVENUE  
PLACENTIA, CA 92870
- GAS:** SOUTHERN CALIFORNIA GAS CO  
1918 S. STATE COLLEGE BLVD., SUITE C  
ANAHEIM, CA 92830
- ELECTRIC:** SOUTHERN CALIFORNIA EDISON CO.  
1651 W. VALDIA DRIVE  
FULLERTON, CA 92833
- TRASH:** REPUBLIC DISPOSAL SERVICE  
1131 N. BLUE GUM STREET  
ANAHEIM, CA 92807
- TELEPHONE:** AT&T  
3838 E. CORONADO ST., SECOND FLOOR  
ANAHEIM, CA 92807
- CABLE TV:** TIME-WARNER  
7741 CHAPMAN AVENUE  
GARDEN GROVE, CA 92841



**LEGEND**

PAD=247.0	PROPOSED PAD ELEVATION
UNIT 10	PROPOSED UNIT NUMBER
-S-	EXISTING SEWER MAIN
-U-	EXISTING WATER MAIN
-F-	EXISTING FIRE HYDRANT
-S-	EXISTING SEWER MAIN
-W-	PROPOSED WATER MAIN
-D-	PROPOSED FIRE HYDRANT
-I-	PROPOSED GRATE INLET
○	PROPOSED P.V.C. DRAIN
LS	LANDSCAPE AREA
⊙	PROPOSED PARKING STALL
⊙	PROPOSED WATER METER
—	PROPOSED BLOCK WALL
—	EXISTING BLOCK WALL
○	PROPOSED WATER VALVE
○	TOP OF CURB
FL	FLOW LINE
FS	FINISH SURFACE
FG	FINISH GRADE
FF	FINISH FLOOR
GF	GARAGE FLOOR
INV.	INVERT
TU	TOP OF GRATE
CF	CURB FACE
R/W	RIGHT OF WAY

**NOTES:**

1. Proposed Use: Medium Density Multiple Family Zone District (R-3)
  2. Development of Lot—Fully Developed Buildings and Lot.
  3. All Existing Structures On Site To Be Demolished
  4. Flood Zone "X"
  5. Assessor's Parcel No. 343-591-06
  6. Subdivider intends to comply with all requirements in Chapters 20.21, 22.16 through 22.64 and other laws of the City in regards to construction and erosion control.
- OCFA NOTES:**
1. All fire lane signs or red curb areas shall be shown on a site plan approved by the OCFA
  2. All structures will be protected with an approved automatic fire sprinkler system.

I, THOMAS A. KING, DEPOSE AND STATE THAT THE OWNERS OF THIS PROPERTY, COMPRISING THE PROPOSED SUBDIVISION NO. 18129 SHOWN ON THIS MAP, HAVE CONSENTED TO THE PREPARATION AND SUBMISSION OF THIS MAP.

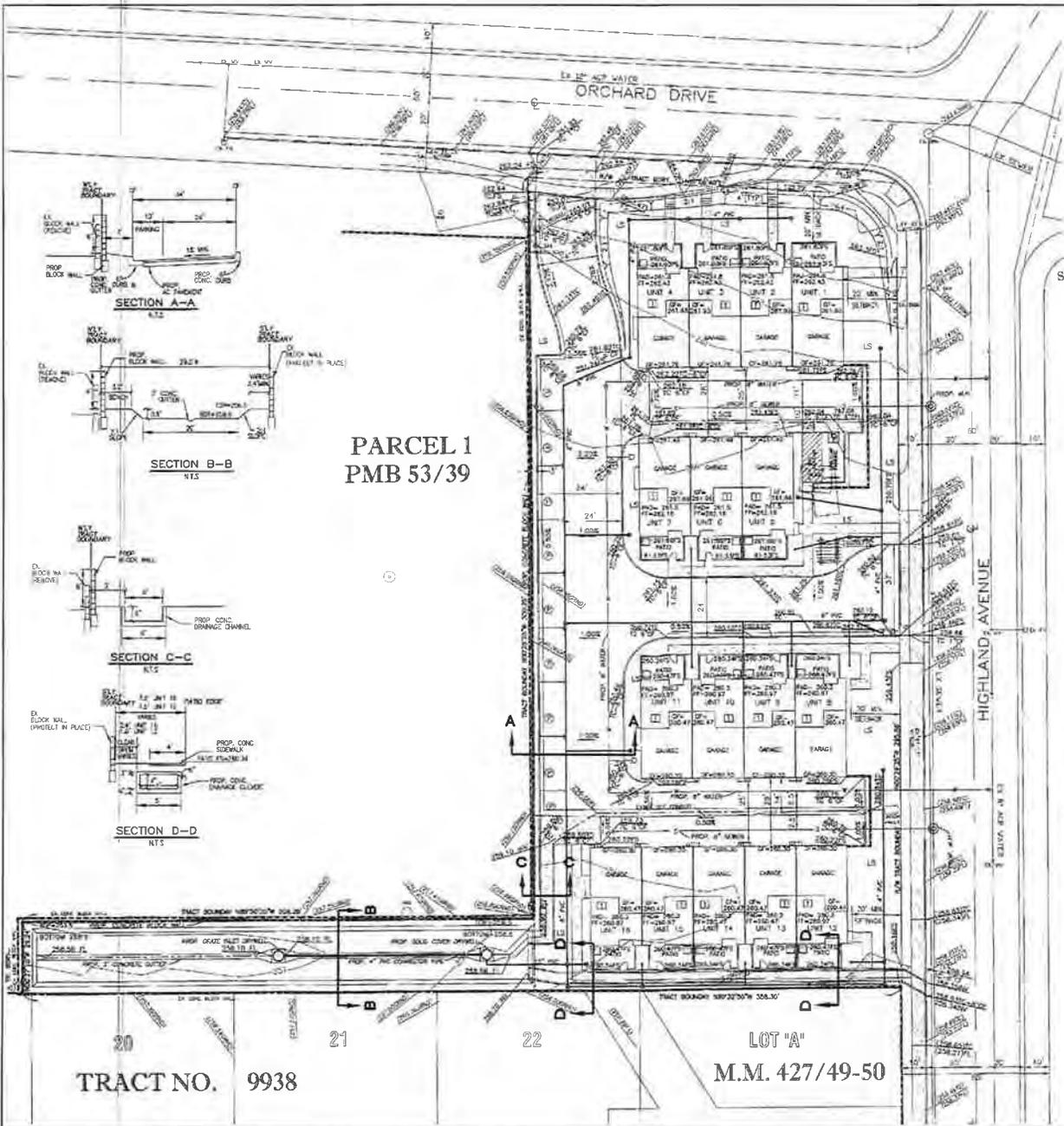
THOMAS A. KING R.C.E. NO 16916  
DATED THIS 21 DAY OF APRIL, 2018



RECEIVED  
MAR 30 2018  
PLANNING

SHEET 1 OF 1

PARCEL 1  
PMB 53/39



TRACT NO. 9938

LOT 'A'  
M.M. 427/49-50

# Highland

Placentia, CA  
*Multi Family Homes*

RECEIVED  
JUL 02 2018  
PLANNING



## Exterior Color Schemes

**For CITY Submittal & Approval Only**

*for*  
**HQT Homes**

*Exterior Colors and Materials by*



**Michelle Bridges  
Architectural Colors, Inc.**

*Updated 6-25-2018*

NOTE: All photographs of stone, brick, masonry and roof tiles are for representation only - See actual samples for exact colors.  
MBACI not responsible for manufacturer color printed materials being off from actual materials.

**PROJECT: Highland & Orchard - Placentia, CA**  
**BUILDER : HQT Homes**  
**EXTERIOR COLOR SCHEMES DOCUMENT (ECS)**

COLORS BY: MICHELLE BRIDGES - ARCHITECTURAL COLORS, INC  
 SEE COLOR KEYED ELEVATIONS / COLOR KEYED ECS FOR EXACT PLACEMENT OF COLOR

6-25-2018 Updated GD color / approved by HQT  
 6-13-2018 For approval

STUCCO: OMEGA STUCCO - SAND FINISH PAINT: VISTA PAINTS ROOF: EAGLE ROOFING		STONE: N/A BRICK: N/A DECO TILE: TIERRA Y FUEGO OR EQUAL MORTAR: OBP WHITE		
COLOR SCHEME COLOR APPLICATION	1	2	3	
STUCCO BODY 1 / STUCCO FASCIA EAVE& CORNICE <small>STUCCO BODY 1 PAINT MATCH Do not use in Field For rendering. Match locally only</small>	0285 EUGENIA	0285 EUGENIA	0285 EUGENIA	
STUCCO BODY 2 / STUCCO FASCIA EAVE& CORNICE <small>STUCCO BODY 2 PAINT MATCH Do not use in Field For rendering. Match locally only</small>	1542	1542	1542	
TRIM / CLAY PIPE DETAILS / CORBELS	HO 147 GROPIUS GRAY	HO 147 GROPIUS GRAY	HO 147 GROPIUS GRAY	
GARAGE DOORS	HO 113 RAIN BARREL	HO 113 RAIN BARREL	HO 113 RAIN BARREL	
ENTRY DOORS	1313 MY PLACE OR YOURS?	0109 KUNG FU	0486 PARADISE CITY	
DECO TILES	6 X 6 LA QUINTA BLACK & WHITE 2 GLOSS SANTA BARBARA # 20225-6	6 X 6 LA QUINTA BLACK & WHITE 2 GLOSS SANTA BARBARA # 20225-6	6 X 6 LA QUINTA BLACK & WHITE 2 GLOSS SANTA BARBARA # 20225-6	
MORTAR FOR DECO TILES	OBP WHITE	OBP WHITE	OBP WHITE	
GUTTERS & DOWNSPOUTS	HO 147 GROPIUS GRAY IF PAINTED OR MATCH PAINT COLOR TO STANDARD GUTTER	HO 147 GROPIUS GRAY IF PAINTED OR MATCH PAINT COLOR TO STANDARD GUTTER	HO 147 GROPIUS GRAY IF PAINTED OR MATCH PAINT COLOR TO STANDARD GUTTER	
ROOF MATERIAL FULL S PROFILE	3816 SAN RAMON RANGE	3816 SAN RAMON RANGE	3816 SAN RAMON RANGE	

All Colors and Materials are recommendations based solely upon aesthetic value for the exclusive internal use by SAID BUILDER. Any other use is prohibited.  
 Color schemes are exclusive property of MBACI. Any reuse of any C & M Selections other than at above said property must receive approval by MBACI.  
 MBACI shall not be held liable for any errors or product failure on manufacturers or contractor/subcontractors part in the field (i.e. stucco, masonry, paint manufacturers errors, etc  
 NOTE: ALL PAINT BREAKS TO BE TURNED AND FINISHED AT INSIDE CORNERS INCLUDING UNDER BALCONIES & CANTILEVERS UNLESS OTHERWISE NOTED  
 NOTE: SUBSTITUTIONS FOR ANY MATERIALS ARE NOT TO BE MADE WITHOUT THE FINAL APPROVAL FROM MBACI OFFICE.  
 NOTE: All photographs of stone, brick, masonry and roof tiles are for representation only - See actual samples for exact colors.  
 MBACI not responsible for manufacturer color printed materials being off from actual materials.

**SITE INFORMATION**

ZONING  
R-G (15 UNITS/ACRE)

LOT SIZE  
1.24 ACRES (54,161 SQ. FT.)

SETBACKS  
FRONT: 20'-0"  
STREET SIDE (CORNER LOT): 10'-0"  
INTERIOR SIDE: 10'-0"  
REAR: 10'-0"

UNIT TYPES  
3-STORY MULTI-FAMILY RESIDENCES  
TOTAL UNITS: 16

DENSITY  
16 UNITS / 1.24 ACRES = 12.9 DU/AC

DWELLING UNITS  
PLAN 1: 1,907 SF (3 BEDROOMS, 3.5 BATHS)  
PLAN 2: 1,907 SF (3 BEDROOMS, 3.5 BATHS)

PARKING REQUIRED  
2 SPACES PER UNIT = 32 SPACES  
2 GUEST SPACES PER UNIT = 4 SPACES  
1 ACCESSIBLE PARKING SPACE

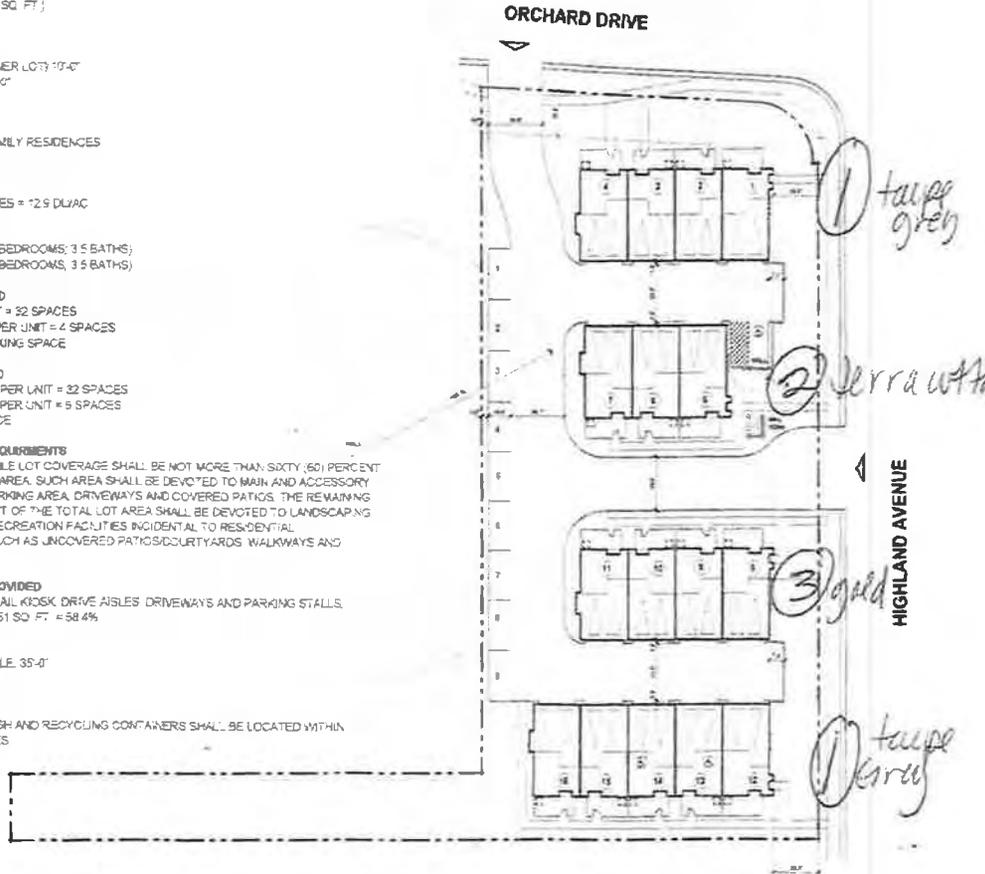
PARKING PROVIDED  
2 GARAGE SPACES PER UNIT = 32 SPACES  
56 GUEST SPACES PER UNIT = 5 SPACES  
1 ACCESSIBLE SPACE

LOT COVERAGE REQUIREMENTS  
MAXIMUM ALLOWABLE LOT COVERAGE SHALL BE NOT MORE THAN SIXTY (60) PERCENT OF THE TOTAL LOT AREA. SUCH AREA SHALL BE DEVOTED TO MAIN AND ACCESSORY BUILDING AREA, PARKING AREA, DRIVEWAYS AND COVERED PATIOS. THE REMAINING FORTY (40) PERCENT OF THE TOTAL LOT AREA SHALL BE DEVOTED TO LANDSCAPING, LAWN, OUTDOOR RECREATION FACILITIES INCIDENTAL TO RESIDENTIAL DEVELOPMENT, SUCH AS UNCOVERED PATIOS/COURTYARDS, WALKWAYS AND FENCES.

LOT COVERAGE PROVIDED  
MAIN BUILDINGS, MAIL KIOSK, DRIVE AISLES, DRIVEWAYS AND PARKING STALLS  
31,625 SQ. FT. / 54,161 SQ. FT. = 58.4%

BUILDING HEIGHT  
MAXIMUM ALLOWABLE: 35'-0"  
PROPOSED: 35'-0"

TRASH LOCATION  
ALL REQUIRED TRASH AND RECYCLING CONTAINERS SHALL BE LOCATED WITHIN INDIVIDUAL GARAGES.



**PROPERTY OWNER**  
FRANK AND SYLVIA BOISSERAN  
949-246-5438

**DEVELOPER/APPLICANT**  
HQT HOMES 216, LLC  
13827 NEWPORT AVENUE, SUITE 120  
TUSTIN, CA 92780  
CONTACT:  
DUANE HUEBNEKENS

**ARCHITECT**  
PATE SIBBELL ARCHITECTS  
3919 WESTERLY PLACE, SUITE 102  
NEWPORT BEACH, CA 92660  
CONTACT:  
THERON PATE, AIA  
LIC. NO. C22,561  
949-496-0123, X101

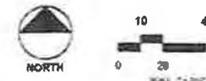
**CIVIL ENGINEER**  
KING CIVIL ENGINEERING CORP.  
101 S. KRAEMER BLVD, SUITE 232  
PLACENTIA, CA 92670  
CONTACT:  
THOMAS A. KING, P.E.  
714-696-7010

**HIGHLAND & ORCHARD** PLACENTIA, CA  
HQT HOMES

H0080

H0113

ARCHITECTURAL SITE PLAN



04/27/18



ATTACHMENT 3

1  
of 12

# Highland & Orchard - Placentia, CA

1

HQT Homes  
Exterior Color Scheme

**ROOF MATERIAL**  
Eagle Roofing Products  
**3816**  
**SAN RAMON RANGE**  
Full S Profile



VISTA PAINT /  
OMEGA STUCCO

STUCCO BODY 1 /  
MATCH  
Do not use in Field  
For rendering / binder use only

0285  
EUGENIA

STUCCO BODY 1 /  
STUCCO FASCIA EAVE &  
CORNICE

1542

STUCCO BODY 2 /  
MATCH  
Do not use in Field  
For rendering / binder use only

HO 113  
RAIN BARREL

STUCCO BODY 2 /  
STUCCO FASCIA EAVE &  
CORNICE

1540

TRIM /  
CLAY PIPE DETAILS /  
CORBELS

HO 147  
GROPIUS GRAY

GARAGE DOORS

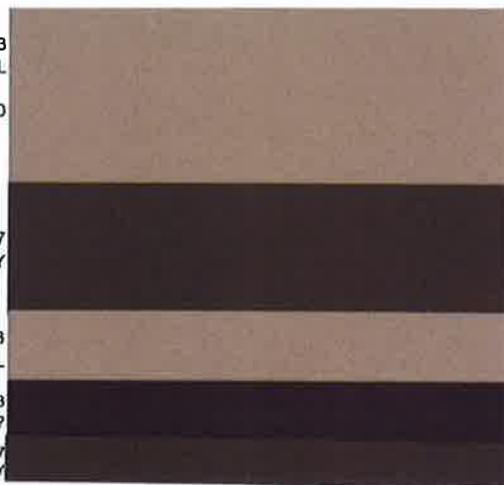
HO 113  
RAIN BARREL

ENTRY DOORS

1313  
MY PLACE OR YOURS?

Gutters / Downspouts

HO 147  
GROPIUS GRAY



**DECO TILES**  
Tierra Y Fuego  
6 X 6 LA QUINTA  
BLACK & WHITE 2 GLOSS  
SANTA BARBARA  
# 20225-6



# Highland & Orchard - Placentia, CA

HQT Homes

Exterior Color Scheme

**ROOF MATERIAL**  
Eagle Roofing Products  
**3816**  
**SAN RAMON RANGE**  
Full S Profile



VISTA PAINT /  
OMEGA STUCCO

STUCCO BODY 1 PAINT  
MATCH  
Do not use in Field  
For rendering binder use only

0285  
EUGENIA

STUCCO BODY 1 /  
STUCCO FASCIA EAVE &  
CORNICE

1542

STUCCO BODY 2 PAINT  
MATCH  
Do not use in Field  
For rendering binder use only

0171  
GOLDEN GLOVE

STUCCO BODY 2 /  
STUCCO FASCIA EAVE &  
CORNICE

1573

TRIM /  
CLAY PIPE DETAILS /  
CORBELS

HO 147  
GROPIUS GRAY

GARAGE DOORS

HO 113  
RAIN BARREL

ENTRY DOORS

0109  
KUNG FU

Gutters / Downspouts

HO 147  
GROPIUS GRAY



**DECO TILES**  
Tierra Y Fuego  
6 X 6 LA QUINTA  
BLACK & WHITE 2 GLOSS  
SANTA BARBARA  
# 20225-6



June 25, 2018  
EXTERIOR COLORS & MATERIALS

MICHELLE BRIDGES  
ARCHITECTURAL INTERIORS, INC.

# Highland & Orchard - Placentia, CA

# 3

HQT Homes  
Exterior Color Scheme

**ROOF MATERIAL**  
Eagle Roofing Products  
**3816**  
**SAN RAMON RANGE**  
Full S Profile



VISTA PAINT /  
OMEGA STUCCO

<p>STUCCO BODY1 PAINT MATCH <small>Do not use in Field For rendering, binder use only</small></p>	<p>0285 EUGENIA</p>	
<p>STUCCO BODY 1 / STUCCO FASCIA EAVE &amp; CORNICE</p>	<p>1542</p>	
<p>STUCCO BODY2 PAINT MATCH <small>Do not use in Field For rendering, binder use only</small></p>	<p>HO 30 DANISH PINE</p>	
<p>STUCCO BODY 2 / STUCCO FASCIA EAVE &amp; CORNICE</p>	<p>1576</p>	
<p>TRIM / CLAY PIPE DETAILS / CORBELS</p>	<p>HO 147 GROPIUS GRAY</p>	
<p>GARAGE DOORS</p>	<p>HO 113 RAIN BARREL</p>	
<p>ENTRY DOORS</p>	<p>0488 PARADISE CITY</p>	
<p>Gutters / Downspouts</p>	<p>HO 147 GROPIUS GRAY</p>	

**DECO TILES**  
Tierra Y Fuego  
6 X 6 LA QUINTA  
BLACK & WHITE 2 GLOSS  
SANTA BARBARA  
# 20225-6



June 25, 2018  
EXTERIOR COLORS & MATERIALS

MICHELLE BRIDGES  
ARCHITECTURAL INTERIORS, INC.

# Untitled Map

Write a description for your map.

## Legend

-  Feature 1
-  Pizza Store
-  Shopaliciousonline.com
-  Yorba Linda Oilwells



Google Earth

© 2013 Google

400 ft



① View to the North property line



② View to the West property line



③ View to the South property line



④ View to the East property line ATTACHMENT 3



⑤ View of the "finger" piece of the property looking west.



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF DEVELOPMENT SERVICES

DATE: JULY 9, 2019

**SUBJECT: TENTATIVE PARCEL MAP (TPM) NO. 2018-201 PERTAINING TO THE SUBDIVISION OF AN APPROXIMATELY 1.58 ACRE (67,350 SQUARE FEET) LOT INTO THREE PARCELS AND A REMAINDER LOT (LOT "A") LOCATED AT 900 GOLDEN AVENUE AT THE SOUTHEAST CORNER OF GOLDEN AVENUE AND CALIFORNIA STREET**

**FISCAL IMPACT: APPROXIMATELY \$30,000 OF TOTAL DEVELOPMENT IMPACT FEE REVENUE PRIOR TO CONSTRUCTION OF THREE NEW SINGLE-FAMILY RESIDENCES**

### **SUMMARY:**

At the Planning Commission meeting held June 11, 2019, the Planning Commission voted 6-0 to recommend approval of TPM 2018-201 to the City Council. TPM 2018-201 is a request to subdivide one existing parcel into three (3) parcels and one lettered remainder lot for property located at 900 Golden Avenue. 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 2018-201 to the City Council.

### **RECOMMENDATION:**

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

Adopt Resolution R-2019-XX, a Resolution of the City Council of the City of Placentia, California, adopting a categorical exemption 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) 2018-201 pertaining to the subdivision of property located at 900 Golden Avenue at the southeast corner of Golden Avenue and California Street (Assessor's Parcel Number 336-281-01) and making findings in support thereof.

### **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

**1. i.**  
**July 9, 2019**

Commission meeting held June 11, 2019, the Planning Commission voted 6-0, to recommend approval of TPM 2018-201 to the City Council.

**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:

Location	Existing Land Use	Land Use Element General Plan Designation	Zoning Map Designation
<b>Subject Site</b>	Single Family Residential	Low Density Residential	R-1 (Single-Family Residential)
<b>North, South, &amp; West</b>	Single Family Residential	Low Density Residential	R-1 (Single-Family Residential)
<b>East</b>	City of Yorba Linda	City of Yorba Linda	City of Yorba Linda

The subject site is currently vacant, except for existing oil storage tanks onsite. The following table outlines the size of the individual subdivided parcels.

Parcel No.	Lot Size (square feet)	Lot Size (acres)
1	9,038 square feet	.21 acres
2	8,902 square feet	.20 acres
3	7,657 square feet	.18 acres
Lot "A"	41,753 square feet	.96 acres

Lot "A" runs adjacent to the Carbon Canyon Creek and has existing easements for the benefit of Orange County Flood Control District (OCFCD) and the Yorba Linda Water District (YLWD). No development is intended for Lot "A", and therefore, these easements will remain in place over Lot "A". Lot "A" also abuts the Golden Avenue Bridge, which will be rebuilt in the near future.

**Applicable Code Section – Placentia Municipal Code**

Chapter 22.16.020 of the PMC sets forth development standards defining the minimum lot width, lot depth, and lot area for all residential districts. The R-1 development standards require a minimum lot size of 7,000 square feet for all interior lots and a minimum street frontage of 70 feet for interior lots. Corner lots require a minimum area of 7,500 square feet and a minimum of 75 feet of street frontage. The proposed subdivision will meet all the standards of PMC Section 22.16.020.

**ENVIRONMENTAL:**

The proposed application was reviewed by Staff in accordance with the requirements of the California Environmental Quality Act (CEQA), Public Resources Code §§ 21000 *et seq.*, the State CEQA Guidelines, 14 C.C.R. §§ 15000 *et seq.*, and the Environmental Guidelines of the City of Placentia. As part of their actions taken on June 11, 2019, the Planning Commission recommended that the City Council find that TPM 2018-201 is exempt from CEQA pursuant to State CEQA Guidelines §15315 (Class 15 - Minor Land Divisions), as it applies to the division of property in urbanized areas zoned for residential use into four or fewer parcels, when the division is in conformance with the General Plan and zoning, no variances or exceptions are required, all services and access to the proposed parcels to local standards are available, the parcel was not involved in a division of a larger parcel within the previous two years, and the parcel does not have an average slope greater than twenty percent (20%). The proposed subdivision meets all criteria for this exemption, therefore Staff and the Planning Commission recommend adoption of a categorical exemption pursuant to §15315 (Class 15 - Minor Land Divisions).

**CONCLUSION:**

The proposed project is consistent with the City's General Plan and meets the minimum development standards of the PMC. With the recommended conditions of approval, the proposed subdivision located within the existing R-1 Zoning District will be compatible with adjacent land uses and will not result in any adverse impacts to the surrounding area.

**FISCAL IMPACT:**

Pursuant to PMC Chapter 5.02 all new development is subject to Citywide Development Impact Fees. The proposed Tentative Parcel Map will result in three (3) additional lots that will be eligible for development. Based on the zoning designation, one single family residence can be developed on the resulting new lots of parcels 1, 2, and 3. The subsequent construction of three (3) new homes will result in approximately \$30,000 of total Development Impact Fee revenue. It should be noted that future construction will also require payment of user fees such as building plan check and building permit fees.

Prepared by:



Arlen Beck  
Planning Technician

Reviewed and approved:



Joseph M. Lambert  
Director of Development Services

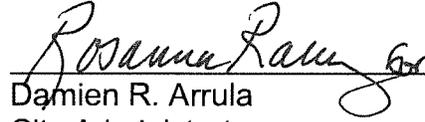
Reviewed and approved:



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Kim Krause  
Director of Finance

Reviewed and approved:



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Damien R. Arrula  
City Administrator

Attachments:

1. Resolution No. R-2019-XX Related to TPM 2018-201  
Attachment A: Conditions of Approval for TPM 2018-201
2. TPM 2018-201 Subdivision Map
3. Planning Commission Staff Report for TPM 2018-201, and Attachments Thereto

**RESOLUTION NO. R-2019-36**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, ADOPTING A CATEGORICAL EXEMPTION 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) 2018-201 PERTAINING TO THE SUBDIVISION OF PROPERTY LOCATED AT 900 GOLDEN AVENUE AT THE SOUTHEAST CORNER OF GOLDEN AVENUE AND CALIFORNIA STREET (ASSESSOR'S PARCEL NUMBER 336-281-01) AND MAKING FINDINGS IN SUPPORT THEREOF**

**A. Recitals.**

**WHEREAS**, On June 11, 2019, 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) 2018-201 for the property located at 900 Golden Avenue.

**WHEREAS**, The Planning Commission heard testimony, received a report and other relevant information from City staff and members of the public including Robert Adams ("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. The subject subdivision is not likely to cause serious public health problems. Subject to compliance with the attached

Conditions of Approval set forth in Attachment "1.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 "R-1" Single Family Residential 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 low-density residential, and the proposed use does not involve any change in the allowable land use of the subject site. The proposed project involves the subdivision of a 1.58-acre parcel into three single family residential parcels and a remainder lot (lot "A") consistent with the "R-1" Single Family Residential Zone and the General Plan. Therefore, the site is physically suitable for the proposed type and density of development.

c. The proposed project as presented in the staff report and accompanying plans complies with all requirements of Chapter 23.12 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 subdivision includes Conditions of Approval and Standard Development Requirements to ensure full compliance with applicable code requirements and to ensure full compliance with the General Plan, and with applicable design improvements required therein.

d. Conditions necessary to secure the purposes of this section, including guarantees and evidence of compliance with conditions are made part of this Tentative Parcel Map approval. Attachment "1.A" of the staff report (Attachment A to this Resolution) contain Conditions of Approval and Standard Development requirements specific to this application in order to provide assurances that the proposed subdivision 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 and with all provisions of Title 22 of the PMC. The proposed Tentative Parcel Map application is to subdivide an existing 1.58 acre parcel into three single family residential lots and a remainder lot. The proposed map is consistent with all polices, programs, and goals of the General Plan.

f. 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.

g. 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.

Section 3. a. The City Council of the City of Placentia finds that TPM 2018-201 is exempt from the California Environmental Quality Act ("CEQA"), Public Resources Code §§ 21000 *et seq.*, the State CEQA Guidelines, 14 C.C.R. §§ 15000 *et seq.*, and the Environmental Guidelines of the City of Placentia pursuant to the State CEQA Guidelines § 15315 (Class 15 – Minor Land Divisions) as this subdivision will result in the division of property in an urbanized area zoned for residential use into four or fewer parcels, the division is in conformance with the General Plan and zoning, no variances or exceptions are required, all services and access to the proposed parcels to local standards are available, the parcel was not involved in a division of a larger parcel within the previous 2 years, and the parcel does not have an average slope greater than 20 percent;

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 2018-201, 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 9<sup>th</sup> day of July 2019.**

---

Rhonda Shader, Mayor

ATTEST:

---

Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA  
COUNTY OF ORANGE

I, Robert S. McKinnell, 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 9<sup>th</sup> day of July 2019 by the following vote:

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

---

Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

---

Christian Bettenhausen, City Attorney

ATTACHMENT "A"

**Attachment A (as amended by the Planning Commission on 6/11/19)  
Special Conditions of Approval for  
Tentative Parcel Map 2018-201 (TPM 2018-201)  
900 Golden 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) 2018-201 and the resulting Final Map is contingent upon City Council approval.
4. TPM 2018-201 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 2018-201 and the related Final Map shall comply with the applicable requirements of Title 22 Subdivisions of the Placentia Municipal Code.
7. Any modifications to the approved Tentative Parcel Map 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.
10. Applicant/Builder shall establish a rodent abatement program prior to the demolition of existing structures on the property, or before any other on or off-site work. A detailed description of how this program will work shall be submitted to the City Planning Division for approval prior to obtaining a demolition permit.
11. A solid decorative block wall, a minimum of 6'-0" high shall be installed around the perimeter boundaries of the site along the side yard and rear yard property lines, except that within the front yard setback, then the maximum height shall be 3'-0". Applicant shall repair any existing walls that will remain to the satisfaction of the City Building Official and Development Services Department. Prior to issuance of any building permits on the resulting lots, all walls and fences on the project site shall comply with the conditions herein and with all applicable provisions of the Placentia Municipal Code.
12. Developer shall pay in full to the City of Placentia, any and all applicable citywide Development Impact Fees (including, but not limited to fees relating to recreational facilities, sewer facilities, transportation infrastructure, storm drain facilities, public safety impacts and affordable housing impacts) adopted by and set forth by the City Council, as set forth in Chapter 5 of the

Placentia Municipal Code, in effect at the time building permits are issued prior to issuance of the first building permit for each respective property.

13. Developer and/or property owner agrees to approve the incorporation of the project into Community Facilities District No. CFD 2014-01 (Public Services) pursuant to the provisions of California Government Code Section 53311, et seq. Said annexation into CFD No. 2014-01 shall be fully completed in accordance with California law prior to issuance of any Certificate of Occupancy for the project.
14. Developer and/or property owner agrees to approve the incorporation of the project into the Landscape Maintenance District No. LMD 1992-01 pursuant to the provisions of California Streets and Highways Code Section 22500, et seq. Said annexation into LMD No. 1992-01 shall be fully completed in accordance with California law prior to issuance of any Certificate of Occupancy for the project.
15. Developer and/or property owner agrees to approve the incorporation of the project into the Street Lighting District No. SLD 1981-01 pursuant to the provisions of California Streets and Highways Code Section 22500, et seq. Said annexation into SLD No. 1981-01 shall be fully completed in accordance with California law prior to issuance of any Certificate of Occupancy for the project.
16. Developer and/or property owner agrees that the City may, at its sole election, require that, instead of annexing into SLD 1981-01 and/or LMD 1992-1, the project shall be incorporated into a Community Facilities District to be created by the City pursuant to the provision of California Government Code Section 53311, et seq; the purpose of which, and the initial amount of the taxes and assessments thereunder, will be substantially the same, in whole or in part, as SLD 1981-1 and/or LMD 1992-1. Developer and/or property owner agrees to approve the incorporation of the project into said Community Facilities District, provided that the incorporation of the new CFD does not otherwise delay the development of the project; in which event the project shall instead be annexed into SLD 1981-01 and/or LMD 1992-1. Any automatic fee increases for the Community Services District shall not be inconsistent with the approved rate study.

### **BUILDING DIVISION**

1. Building plans (architectural and structural) for the proposed new single-family homes shall be prepared by a licensed California architect or civil/structural engineer prior to issuance of any building permits.
2. Grading plans including erosion control, wall, utility, street improvement, precise and rough, shall be designed and prepared by a licensed California civil engineer.
3. New residential homes need to have auto-fire sprinkler system throughout house and garage.
4. Fire sprinkler plans need to be reviewed & approved by the Orange County Fire Authority prior to the installation.

### **ENGINEERING DIVISION**

1. All improvement and grading plans shall be drawn on twenty-four (24) inch by thirty-six (36) inch Mylar and signed by a registered civil engineer or other registered/licensed professional as required.
2. The following items are required for the entitlement review, prior to issuance of building permits and/or grading permits:
  - a. Preliminary grading and drainage plan.
  - b. Preliminary geotechnical report.
  - c. Preliminary hydrology/drainage study.
  - d. Preliminary Water Quality Management Plan (WQMP) in the form and content per the City's WQMP template.
  - e. Sewer capacity study.
  - f. Preliminary Street Improvement Plans, showing all proposed easements and dedications.
3. It is the applicant's responsibility to notify all utility companies and the City of Placentia for disconnection and/or relocation of the existing utilities, vaults and meters. It is also the applicant's responsibility to insure applicant notifies the Building Inspection Division that these utilities have been properly relocated and/or disconnected. Prior to recordation of the final map, the public improvement plans as required shall be prepared and signed by the City Engineer.
4. Prior to issuance of a Certificate of Occupancy for any structure, the engineer of record shall submit all approved project and site improvements plans on an AutoCAD DWG and DFX formatted Compact Disc (CD) to the Public Works Department. The applicant shall pay for and provide the City with copies of as-built plans.
5. Applicant shall coordinate the street improvements with the design for the new Golden Avenue Bridge. The proposed sidewalks, curb/gutter, line and grade in addition to hydraulic flow lines must match all of the design elements of the bridge design and construction. All new traffic lanes and striping shall be coordinated with the new striping for the bridge design and construction. In addition, applicant shall coordinate with Orange County Public Works Department for the new Carbon Canyon Channel Class 1 Bikeway (OC Loop Segment D) project east of the proposed subdivision.

## **Demolition**

1. Provide a full set of plans for demolition of the existing facilities and utilities, including above ground and underground structures, footings, utilities, vaults, fences, walls, sewer lines, storm drain pipes, waterlines, etc., Plans shall address conditions and procedures, as are necessary, to show that the demolition work will be conducted without creating a hazardous condition, when excavating next

to other existing footings, walls and slopes. A separate demolition permit is required from the Building Department, prior to performing any kind of demolition on site.

2. A copy of the Grant deed and owner's permission on the application for demolition is required at the time of issuance of the permit.
3. The existing sanitary sewer line has to be removed and capped at the property line. The sewer cap shall be inspected, and shall not be covered until an inspection has been made by the Department of Public Works Inspector. This inspection shall be requested at least 24 hours before the inspection is needed.
4. Provide AQMD Rule 1403 permit number, prior to starting any demolition work.
5. It is the applicant's responsibility to notify all utility companies and the City of Placentia for disconnection and removal of the existing utilities, vaults and meters. It is also the applicant's responsibility to insure applicant notifies the Building Inspection Division that these utilities have been properly disconnected.
6. Provide an erosion control for protection of the site during and post demolition and excavation activities.

## **Grading**

1. Prior to the issuance of a grading permit(s), the applicant shall prepare a Low Impact Development (LID) specifically identifying the Best Management Practices (BMP's) that will be used on site to control predictable pollutant runoff. The plan shall identify the types of structural and/or non-structural measures to be used. The plan shall comply with the Orange County Drainage Area Management Plan (DAMP) and LID Implementation Guideline. Website available at (<http://ocwatersheds.com/publiced/residents/glltd>) Particular attention should be addressed to the appendix section "Best Management Practices for priority redevelopment." The LID shall clearly show the locations of structural or Nonstructural BMP's, and assignment of long term maintenance responsibilities. The plan shall be prepared to the general form and content and submitted to the Director of Public Works/City Engineer for review and approval.
2. Prior to the issuance of a grading permit(s), the applicant shall prepare a Water Quality Management Plan (WQMP) specifically identifying the Best Management Practices (BMP's) that will be used on site to control predictable pollutant runoff. The plan shall identify the types of structural and non-structural measures to be used. The plan shall comply with the Orange County Drainage Area Management Plan (DAMP). Particular attention should be addressed to the appendix section "Best Management Practices for Development." The WQMP shall clearly show the locations of structural BMP's, and assignment of long term maintenance responsibilities (which shall also be included in the Maintenance Agreement). The

plan shall be prepared to the general form and content shown in the City of Placentia's WQMP Template and shall be submitted to the City Engineer for review and approval. Website available at (<http://www.placentia.org/index.aspx?nid=262>)

3. Prior to the issuance of a grading permit(s), the applicant shall demonstrate to the City Engineer that coverage has been obtained under the California's General Permit for Discharge of Storm Water Associated with Construction Activity by providing a copy of the Notice of Intent (NOI) submitted to the State Water Resources Control Board and a copy of the subsequent notification of the issuance of a Waste Discharge Identification (WDID) Number to the City Engineer. Construction activity subject to this permit includes clearing, grading and disturbances to the ground such as stockpiling, or excavation. Prior to the issuance of a grading permit, the applicant shall submit to the City Engineer for review a Storm water Pollution Prevention Plan (SWPPP). A copy of the approved SWPPP shall be kept at the project site and available for review upon request.
4. Prior to the issuance of grading permit(s), the applicant shall prepare and submit a precise grading plan prepared by a licensed civil engineer to the Engineering Division of the Public Works Department showing building footprints, new and revised pads and elevations of finished grades, drainage routes, retaining walls, erosion control, slope easements, structural best management practices (BMPs) conforming to the approved water quality management plan, and other pertinent information. The project development shall accept and make provisions for the existing surface water that are the natural flows from the adjacent properties immediately abutting to the development site.
5. Prior to approval of the final design plans and issuance of a grading permit(s), the applicant shall conduct a site-specific geotechnical investigation for the entire site and prepare a report that fully assesses the geologic and soil conditions of the site. As part of the report preparation, soil sampling and any geotechnical testing will be completed at each location where structures are to be erected. The report shall provide grading and structural design recommendations for avoiding liquefaction, subsidence or collapse for each of the proposed structures. The recommendations shall be implemented by the Applicant.
6. Prior to the issuance of a grading permit(s), erosion control plans and notes shall be submitted and approved by the Engineering Division of Public Works Department.
7. All private slopes of 4 feet or more in vertical height and of 4:1 or greater slope, but less than 2:1 slope, shall be, at minimum, irrigated and landscaped with appropriate ground cover for erosion control. Slope planting required by this section shall include a permanent irrigation system to be installed by the developer prior to occupancy.

Amended by  
the Planning  
Commission  
on 6/11/19

8. The development site for each parcel shall be graded to drain surface water to the existing City Street storm drain system with no cross lot drainage permitted. Drainage shall be indicated on the precise grading plans. All drainage shall be diverted to ~~Valencia and Alcott Avenues.~~ **Golden Avenue and California Street.**
9. Surety and agreement guaranteeing completion of all on-site grading improvements including drainage, structural BMPs, erosion control, grading operations shall be posted and executed to the satisfaction of the City Engineer prior to the issuance of grading permits.
10. The site grading, landscape, irrigation, and street improvement plans shall be coordinated for consistency with each other and for consistency with the requirements and standards of the City of Placentia.

Amended by  
the Planning  
Commission  
on 6/11/19

- ~~11. The applicant shall provide a quitclaim or relocation of existing easements as applicable in the plan review process prior to issuance of grading permit.~~
12. Provide and identify all pavement and driveway paving materials used inside the development areas.
13. Identify all storm drain structures, types, sizes and specifications on the plans.
14. Preliminary WQMP shall include a feasibility check to ensure the proposed infiltration BMPs are not proposed to be within 100 feet horizontally of a water supply well and/or non-potable well for the protection of groundwater quality per Orange County TGD.

### **Public Improvements and Construction**

1. The applicant shall provide street resurfacing along the full length of the proposed subdivision on Golden Avenue from the centerline of California Street to the Golden Avenue Bridge project limit. The paving will include grinding to a depth of 2-inch and 2-inch of A/C overlay, including new driveway approaches, sidewalks and curb and gutter. All public improvements shown on the plans and/or tentative map shall be constructed to the City of Placentia standards, ordinances, policies and/or reasonably determined by the City Engineer to be applicable to the project.
2. Prior to acceptance of the final map, all new public improvements including curb, gutter, sidewalk, asphalt concrete pavement, and street lights within property boundaries shall be constructed satisfactorily to the City Standards.
3. Prior to recordation of final map or issuance of building permit(s) if recordation has already been accomplished, the applicant shall enter into an agreement and post a security bond, in a form and amount acceptable to the City Engineer, guaranteeing the construction of public improvements in conformance with applicable City standards and the City Code, including, but not limited to the

following: Street Paving, sidewalks, curb/gutter, street lighting, striping, signage, fire hydrants and landscaping.

### **Storm Drain Improvements and Construction**

1. The project street and lot grading shall be designed in a manner that perpetuates the existing natural drainage patterns with respect to tributary drainage area and outlet points. Unless otherwise approved by the City Engineer.
2. Drainage easements, when required, shall be shown on the grading plans and noted as follows: "Drainage Easement - no buildings, obstructions, or encroachments by landfills are allowed."
3. The project shall be designed to accept and properly dispose of all off-site drainage flowing onto or through the site. The storm drain design and improvements shall be subject to review and approval by City Engineer. The hydraulics and hydrology report shall include detailed drainage studies indicating how the grading, in conjunction with the drainage conveyance systems including applicable swales, channels, street flows, catch basins, storm drains, and flood water retarding, BMP treatment and LID, will allow building pads to be safe from inundation from rainfall runoff which may be expected from all storms up to and including the theoretical 100-year flood per the Orange County Hydrology Manual. The project development shall be designed to accept and properly dispose of all off-site drainage flowing onto or through the site. If the quantities exceed the existing downstream capacity, the developer shall provide adequate drainage facilities to mitigate the impact as approved by the City Engineer.
4. Prior to the approval of the improvement plans, the hydrology study shall show that the 25-year storm flow will be contained within the street from curb to curb and the 100-year storm flow shall be contained within the street right-of-way. When either of these criteria are exceeded, additional drainage facilities shall be installed. All analysis shall comply with the Orange County Hydrology Manual and County Local Drainage Manual.
5. The post development peak flow rate generated from the project site shall be less than or equal to the pre development peak flow rate from the site for all frequency storms up to and including 100-year return. Drainage facilities with sump conditions shall be designed to convey the tributary 100-year storm flows. Secondary emergency flow bypass shall also be provided as approved by City Engineer.

### **Sewer line Improvements and Construction**

1. Sewer flow calculations justifying pipe line design and connection to the main shall be prepared by a registered civil engineer and submitted as a part of an improvement plan for approval by the City Engineer. Provide sewer capacity

analysis in accordance to the City's Guidelines to evaluate the proposed sewer flow rates into the City sewer system using current flow rate and for pipeline capacity availability. Please see attached "Sewer Capacity Guidelines."

2. Prior to issuance of building permits, the developer's engineer shall analyze and mitigate any sewer system deficiencies for all phases of the proposed development. Results of the system analysis may require special construction such as booster pumps, upsize the downstream pipes and backwater valves. The engineering analysis and special construction requirements shall be subject to review and approval of City Engineer.
3. Onsite water improvement and fire protection plans shall be approved by the Fire Marshal, the local water district, and City Engineer. The water distribution lines and appurtenances shall conform to the applicable laws and adopted regulations enforced by the Yorba Linda Water.
4. Prior to the issuance of a building permit, the applicant shall dedicate ingress and egress of the access route within the project site and improve it fully operational as required by the Orange County Fire Authority and satisfaction to the City Engineer.
5. The applicant shall submit a Will Serve Letter from Orange County Sanitation District and Yorba Linda Water.

### **Final Map**

1. Applicant shall provide a quitclaim or relocation of any existing easements that affect the proposed development. Applicant to provide the City with street dedications as necessary to support all new public improvements.
2. The applicant shall prepare and submit a preliminary title report not older than 90 days.
3. Prior to approval of the Final Map, pursuant to the Subdivision Improvement Agreement for Public Improvements, 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. The applicant shall establish a Homeowner's association (HOA) for the purpose of maintaining all private access, common lots (Lot "A"), onsite fire hydrant, common sewer line, WQMP, LIP, open space, storm drainage, and maintenance of landscaping, including the trimming and cutting of overgrown vegetation on common lots. The association is subject to the review and approval of the Director of Public Works and City Attorney and shall be recorded concurrently with the final map.
6. This project falls under the City's Municipal Code: 8.04.390 Special requirements for construction/deconstruction waste. This is 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:
  - a) 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.
  - b) 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 an equivalent to three (3%) percent of the total project value.
  - c) 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.
  - d) 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)

### **ORANGE COUNTY FIRE AUTHORITY**

1. Prior to approval of a final map or issuance of a grading permit or building permit, whichever comes first:

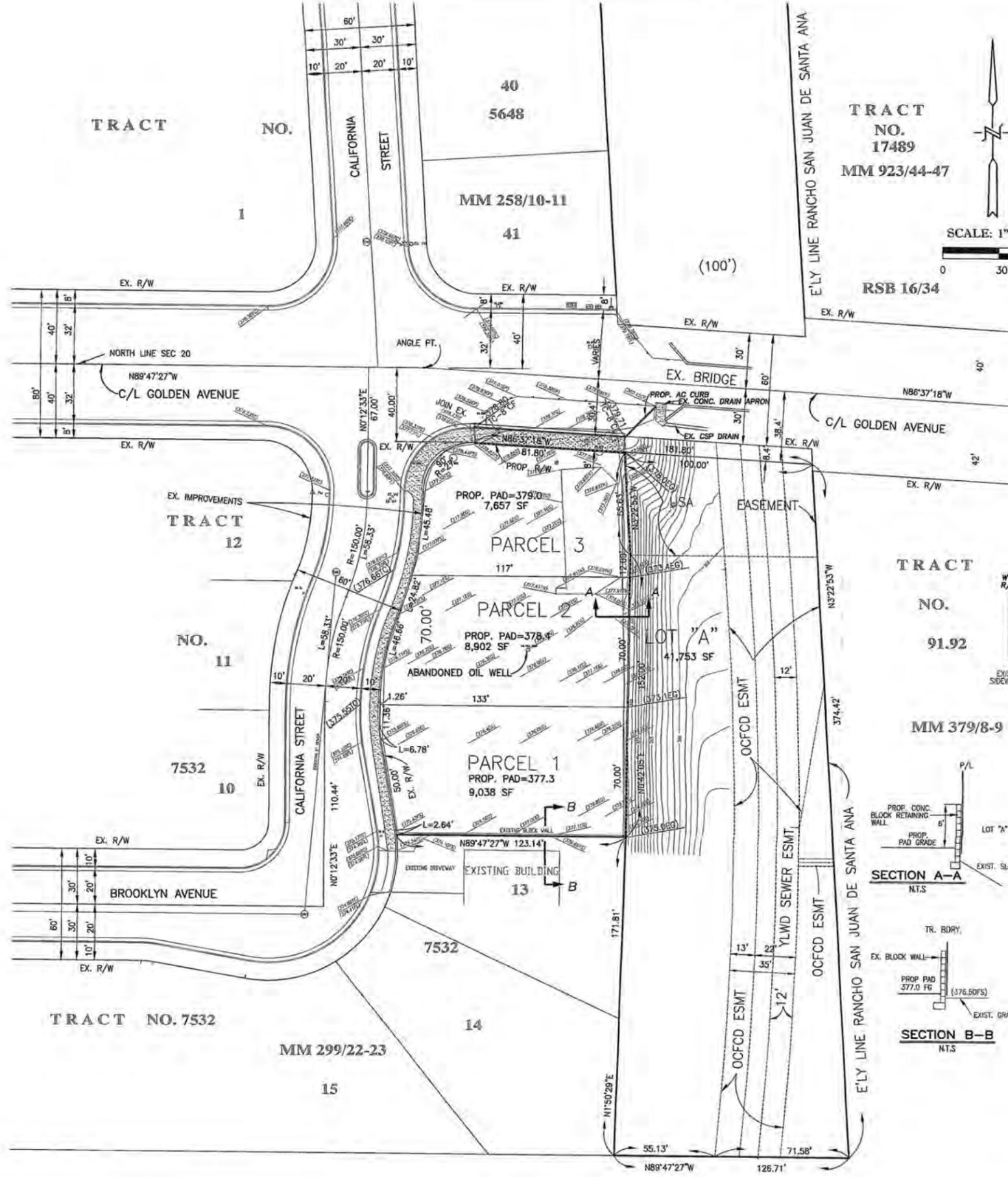
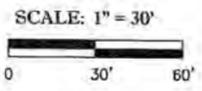
Methane investigation/mitigation (service codes PR172-PR176)

# TENTATIVE PARCEL MAP NO. 2018-201

IN THE CITY OF PLACENTIA, COUNTY OF ORANGE, STATE OF CALIFORNIA.

BEING A SUBDIVISION OF A PORTION OF THE NORTH HALF OF FRACTIONAL SECTION 20, TOWNSHIP 3 SOUTH, RANGE 9 WEST, IN THE CITY OF PLACENTIA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP THEREOF RECORDED IN BOOK 51, PAGE 7, MISCELLANEOUS MAPS, RECORDS OF SAID COUNTY.

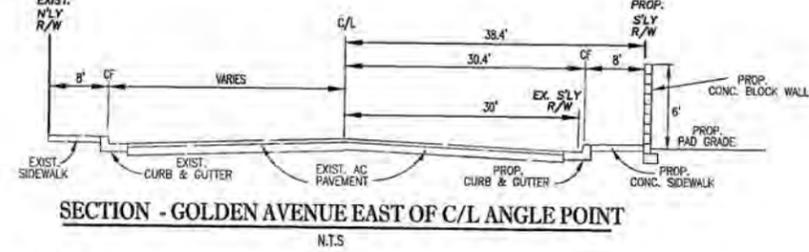
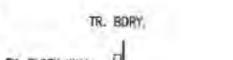
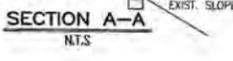
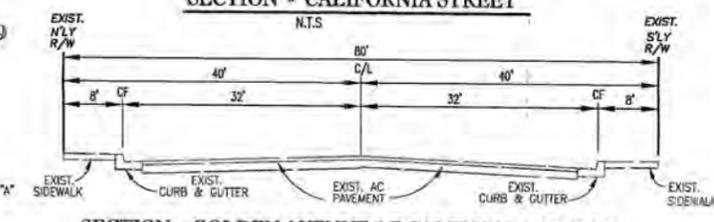
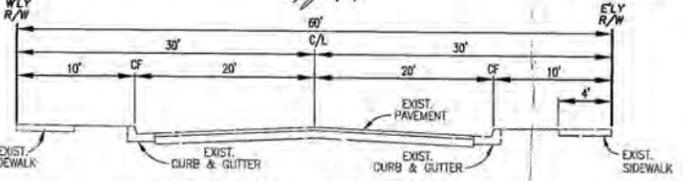
3 NUMBERED LOTS & LOT "A" 1.58 ACRES (NET) APRIL 2019  
 SUBDIVIDER: COYOTE OIL, LLC  
 ROBERT ADAMS  
 811 N. POMNETTIA STREET  
 SANTA ANA, CA 92701  
 TEL. (714) 543-4227 FAX (714) 543-7665  
 PREPARED BY: KING CIVIL ENGINEERING CORP.  
 101 S. KRAEMER BLVD., SUITE 232  
 PLACENTIA, CALIF. 92870  
 TEL. (714) 996-7010 FAX (714) 996-0322  
 KINGCIVIL@EARTHLINK.NET  
 APN 336-291-01



**UTILITY PURVEYORS:**  
 WATER: YORBA LINDA WATER DISTRICT  
 1717 E. MIRALOMA AVENUE  
 PLACENTIA, CA. 92870  
 SEWER: CITY OF PLACENTIA  
 DEPARTMENT OF PUBLIC WORKS  
 401 E. CHAPMAN AVENUE  
 PLACENTIA, CA. 92870  
 GAS: SOUTHERN CALIFORNIA GAS CO.  
 1919 S. STATE COLLEGE BLVD., SUITE G  
 ANAHEIM, CA. 92830  
 TRASH: REPUBLIC DISPOSAL SERVICES  
 1131 N. BLUE GUM STREET  
 ANAHEIM, CA. 92807  
 TELEPHONE: AT&T  
 3939 E. CORONADO ST., SECOND FLOOR  
 ANAHEIM, CA. 92807  
 CABLE TV: TIME-WARNER  
 7441 CHAPMAN AVENUE  
 GARDEN GROVE, CA. 92841  
 ELECTRIC: SOUTHERN CALIFORNIA EDISON CO.  
 1851 W. VALENCIA DRIVE  
 FULLERTON, CA. 92833

I, THOMAS A. KING, DEPOSE AND STATE THAT THE OWNERS OF THIS PROPERTY COMPRISING THE PROPOSED SUBDIVISION NO. 18129 SHOWN ON THIS MAP, HAVE CONSENTED TO THE PREPARATION AND SUBMISSION OF THIS MAP.

THOMAS A. KING R.C.E. NO. 16916  
 DATED THIS 2 DAY OF FEBRUARY, 2019



- LEGEND**
- PAD=247.0 — PROPOSED PAD ELEVATION
  - 3 — PROPOSED LOT NUMBER
  - S — EXISTING SEWER MAIN
  - W — EXISTING WATER MAIN
  - FD — EXISTING FIRE HYDRANT
  - SS — PROPOSED SEWER MAIN
  - WS — PROPOSED WATER MAIN
  - FD — PROPOSED FIRE HYDRANT
  - LS — LANDSCAPE AREA
  - W — PROPOSED WATER METER
  - PROPOSED BLOCK WALL
  - EXISTING BLOCK WALL
  - o — PROPOSED WATER VALVE
  - TC — TOP OF CURB
  - FL — FLOW LINE
  - FS — FINISH SURFACE
  - EG — EXISTING GRADE
  - CF — CURB FACE
  - R/W — RIGHT OF WAY

- NOTES:**
1. Existing Zoning: R-1
  2. Proposed Zoning: R-1
  3. Proposed Use: Single Family Residential.
  4. Development of Lots: For sale as lots.
  5. Water Supply: Golden State Water Company  
1920 W. Corporate Way, Anaheim, CA 92801
  6. Sewage Disposal: City of Placentia Public Works (714) 993-8131
  7. Gas: Southern California Gas Co.  
1919 S. State College Blvd., Anaheim, CA. 92806 (714) 634-3287
  8. Electricity: Southern California Edison Co.  
14155 Bake Parkway, Irvine, CA. 92618 (949) 458-4414
  9. Telephone: AT&T  
3939 E. Coronado St., 2nd. Floor, Anaheim, CA. 92807 (714) 666-5500
  10. Cable TV: Time-Warner Cable  
7142 Chapman Ave., Garden Grove, CA. 92841 (714) 903-8245
  11. Flood Zone "X"
  12. Subdivider intends to comply with all requirements in Chapters 20.21, 22.16 through 22.64 and other laws of the City in regards to construction and erosion control.



# Placentia Planning Commission

## AGENDA STAFF REPORT

TO: PLANNING COMMISSION

FROM: ARLEN BECK, PLANNING TECHNICIAN

DATE: JUNE 11, 2019

SUBJECT: **TENTATIVE PARCEL MAP (TPM) NO. 2018-201 PERTAINING TO THE SUBDIVISION OF AN APPROXIMATELY 1.58 ACRE (67,350 SQUARE FEET) LOT INTO THREE PARCELS AND A REMAINDER LOT (LOT "A") LOCATED AT 900 GOLDEN AVENUE AT THE SOUTHEAST CORNER OF GOLDEN AVENUE AND CALIFORNIA STREET**

### **RECOMMENDATION:**

It is recommended that the Planning Commission take the following actions:

1. Open the public hearing concerning TPM 2018-201; and
2. Receive the Staff Report, consider all public testimony, ask any question of Staff; and
3. Close the public hearing; and
4. Adopt Resolution PC-2019-12, a Resolution of the Planning Commission of the City of Placentia, recommending to the City of Placentia City Council approval of TPM 2018-201 to permit the subdivision of an approximately 1.58 acre (67,350 square feet) parcel into three (3) parcels and a remainder lot (Lot "A") for a property within the R-1 (Single-Family Residential) Zoning District located at 900 Golden Avenue at the southeast corner of Golden Avenue and California Street (Assessor's Parcel Number 336-281-01) and making findings that the project is categorically exempt pursuant to the California Environmental Quality Act (CEQA) set forth in Title 14 CCR § 15315 (Class 15 – Minor Land Divisions) and the City of Placentia Environmental Guidelines.

### **REQUEST:**

The applicant, Robert Adams, is requesting the subdivision of an approximately 1.58 acre (67,350 square foot) lot into three (3) parcels and a remainder lot (Lot "A") located at 900 Golden Avenue at the southeast corner of Golden Avenue and California Street (Assessor's Parcel Number 336-281-01). The requested subdivision will allow for future sales and conveyance. Placentia Municipal Code (PMC) Section 22.80.010(a) requires a Parcel Map for all subdivisions of four or fewer parcels and Section 22.80.060(c) requires that the Planning Commission take action to recommend to the City Council conditional approval or denial of the map.

**DISCUSSION:**

The subject site is currently vacant, except for existing oil storage tanks onsite. The following table outlines the size of the individual subdivided parcels.

<b>Parcel No.</b>	<b>Lot Size (square feet)</b>	<b>Lot Size (acres)</b>
1	9,038 square feet	.21 acres
2	8,902 square feet	.20 acres
3	7,657 square feet	.18 acres
Lot "A"	41,753 square feet	.96 acres

Lot "A" runs adjacent to the Carbon Canyon Creek and has existing easements for the benefit of Orange County Flood Control District (OCFCD) and the Yorba Linda Water District (YLWD). No development is intended for Lot "A", and therefore, these easements will remain in place over Lot "A". Lot "A" also abuts the Golden Avenue Bridge, which will be rebuilt in the near future.

**Subject Site and Surrounding Land Uses:**

The subject site is located within an existing single-family residential district at the southeast corner of Golden Avenue and California Street (Assessor's Parcel Number 336-281-01). The table below shows surrounding existing land uses, zoning, and General Plan Land Use Designations.

**Surrounding Land Uses:**

<b>Location</b>	<b>Existing Land Use</b>	<b>Land Use Element General Plan Designation</b>	<b>Zoning Map Designation</b>
<b>Subject Site</b>	Single Family Residential	Low Density Residential	R-1 (Single-Family Residential)
<b>North, South, &amp; West</b>	Single Family Residential	Low Density Residential	R-1 (Single-Family Residential)
<b>East</b>	City of Yorba Linda	City of Yorba Linda	City of Yorba Linda

**LOT STANDARDS:**

Chapter 22.16.020 of the PMC sets forth development standards defining the minimum lot width, lot depth, and lot area for all residential districts. The R-1 development standards require a minimum lot size of 7,000 square feet for all interior lots and a minimum street frontage of 70 feet for interior lots. Corner lots require a minimum area of 7,500 square feet and a minimum 75 feet for street frontage. The proposed subdivision will meet all the standards of PMC Section 22.16.020.

**CEQA:**

The proposed application was reviewed by staff in accordance with the requirements of the California Environmental Quality Act ("CEQA"), Public Resources Code §§ 21000 *et seq.*, the State CEQA Guidelines, 14 C.C.R. §§ 15000 *et seq.*, and the Environmental Guidelines of the City of Placentia.

Staff recommends that the Planning Commission exercise its independent judgment and find that TPM 2018-201 is exempt from CEQA pursuant to State CEQA Guidelines §15315 (Class 15 - Minor Land Divisions), as it applies to the division of property in urbanized areas zoned for residential use into four or fewer parcels, the division is in conformance with the General Plan and zoning, no variances or exceptions are required, all services and access to the proposed parcels to local standards are available, the parcel was not involved in a division of a larger parcel within the previous 2 years, and the parcel does not have an average slope greater than 20 percent.

**PUBLIC NOTIFICATION:**

Legal notice was published in the Placentia News Times on May 30, 2019, and notices were sent to property owners of record within a 300-foot radius of the subject property on May 30, 2019. No comments in support or in opposition to the request have been received as of the publication of this staff report.

**CONCLUSION:**

The proposed project is consistent with the City's General Plan and meets the minimum development standards of the PMC. With the recommended conditions of approval, the proposed subdivision located within the existing R-1 Zoning District will be compatible with adjacent land uses and will not result in any adverse impacts to the surrounding area.

**RECOMMENDATION:**

Staff recommends that the Planning Commission adopt Resolution PC 2019-12, recommending approval of TPM 2018-201 to the City of Placentia City Council and making the findings to permit the subdivision as contained in said Resolution.

**Prepared and submitted by:**

**Reviewed and approved by:**

\_\_\_\_\_  
Arlen Beck  
Planning Technician

\_\_\_\_\_  
Joseph M. Lambert  
Director of Development Services

**Attachments:**

1. Resolution No. PC 2019-12 recommending City Council approval of TPM 2018-201
  - 1.a. Conditions of Approval
2. Proposed Tentative Parcel Map

**ATTACHMENT 1**  
**RESOLUTION NO. PC-2019-12**

**RESOLUTION NO. PC-2019-12**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF PLACENTIA APPROVING TENTATIVE PARCEL MAP (TPM) 2018-201 PERTAINING TO THE SUBDIVISION OF AN APPROXIMATELY 1.58 ACRE (67,350 SQUARE FEET) LOT INTO THREE PARCELS AND A REMAINDER LOT (LOT "A") LOCATED AT 900 GOLDEN AVENUE AT THE SOUTHEAST CORNER OF GOLDEN AVENUE AND CALIFORNIA STREET (ASSESSOR'S PARCEL NUMBER 336-281-01) AND MAKING FINDINGS IN SUPPORT THEREOF.**

**A. Recitals.**

(i) Robert Adams, as owner of the property located at 900 Golden Avenue at the southeast corner of Golden Avenue and California Street (Assessor's Parcel Number 336-281-01) ("Applicant" hereinafter) heretofore filed an application for approval of Tentative Parcel Map (TPM) 2018-201, as described in the title of this Resolution. Hereinafter, in this Resolution, the subject Tentative Parcel Map request is referred to as the "Application".

(ii) On June 11, 2019, this Commission conducted a duly noticed public hearing, as required by law, and concluded said hearing prior to the adoption of this Resolution.

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

**B. Resolution.**

NOW, THEREFORE, it is hereby found, determined and resolved by the Planning Commission of the City of Placentia as follows:

1. The Commission hereby specifically finds that all of the facts set forth in the Recitals, Part A, of this Resolution are true and correct.

2. Based upon substantial evidence presented to this Commission during the public hearing conducted with regard to the Application, including written staff reports, verbal testimony and development plans, this Commission hereby specifically finds as follows:

a. The proposed project will not be: (1) detrimental to the health, safety or general welfare of the persons residing or working within the neighborhood of the proposed development or within the city, or (2) injurious to the property or improvements within the neighborhood or within the city. Subject to compliance with the attached Conditions of Approval and Standard Development Requirements (Attachments "A"), this development complies with all applicable code requirements and development standards

for Zoning of Title 23 Placentia Municipal Code Plan District and Title 22, Building Codes and Regulations of the Placentia Municipal Code.

b. Accepting that the Planning Commission recommends approval of Tentative Parcel Map 2018-201, the proposed use will be consistent with the City's General Plan. The General Plan Land Use designation for the subject site is "R-1 Single-Family", and the proposed use does not involve any change in the land use of the subject site. The proposed project involves the subdivision of an approximately 1.58 acre (67,350 square foot) lot into 3 parcels and a remainder lot located at 900 Golden Avenue at the southeast corner of Golden Avenue and California Street (Assessor's Parcel Number 336-281-01) in the R-1 (Single-Family Residential) which is a development type that is consistent with this designation.

c. The proposed project as presented in the staff report and accompanying plans complies with all requirements of Chapter 22.80 Subdivision of four or less parcels. 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 "A" contains Conditions of Approval and Standard Development Requirements specific to this development application in order to provide assurances that the proposed subdivision and related on and off-site improvements are in compliance with applicable requirements of the Placentia Municipal Code.

e. That the proposed map is consistent with the General Plan. The proposed Tentative Parcel Map is to subdivide a larger parcel into three smaller parcels. In an overall review of the General Plan, the proposed subdivision is consistent with all of the policies, programs, and goals. More specifically, it is a goal of the General Plan under policy 1.1 that, "continuous vacant or underutilized parcels should be comprehensively planned for development to minimize effects on the City's suburban atmosphere." The subject site is a 1.58-acre site that currently houses 3 tanks for oil storage. The subdivision will allow for the development of three additional single-family homes on the newly created parcels. Furthermore, it is an objective of the City's Housing Element to increase the overall housing stock within the City. This includes providing sufficient housing to meet the City's share of the Regional Housing Needs Assessment (RHNA). By allowing the proposed project to be constructed there will be an increase in the housing inventory by three units. For these reasons, approval of the Tentative Parcel Map is consistent with all other goals, policies, programs, and land uses of applicable elements of the General Plan.

f. That the site is physically suitable for the type and density of development. The subject site is a 1.58 acre parcel, which has been designed to accommodate the units, as well as sufficient parking, landscaping, and open space. Based on this, the subject site is adequate to accommodate the R-1 Zoning Designation.

g. That the design of the subdivision or type of improvements is not likely to cause serious public health problems. The proposed subdivision is to allow a subdivision of a 1.58-acre lot into 3 parcels and a remainder lot.

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 easements have been found, they are 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 avoidable injure wildlife or their habitat. The subject site is an underutilized single-family use. There are no known areas within the City that host wildlife or their habitat, most particularly species.

3. The Planning Commission hereby recommends: (a). The City Council of the City of Placentia find that the project is categorically exempt pursuant to the California Environmental Quality Act (CEQA) guidelines set forth in Title 14 CCR § 15315 (Class 15 – Minor Land Divisions), the City of Placentia Environmental Guidelines, and California Public Resources Code §§ 21000, *et seq.*, and to direct staff to file a Notice of Exemption with respect to the subject Project;

(b). That, based upon the findings set forth below, and changes and alterations which have been incorporated into and conditioned upon the proposed project, no significant adverse environmental effects will occur; and

4. Based upon the findings and conclusions set forth herein, this Planning Commission hereby recommends approval of Tentative Parcel Map 2018-201 to the City of Placentia City Council, as modified herein, and specifically subject to the conditions set forth in Attachment “A” attached hereto and by this reference incorporated herein.

5. The Secretary to the Planning Commission shall:

- a. Certify to the adoption of this Resolution; and
- b. Forthwith transmit a certified copy of this Resolution, by certified mail, to the Applicant at the address of record set forth in the Application.

ADOPTED AND APPROVED this 11<sup>th</sup> day of June 2019.

\_\_\_\_\_  
CHRISTINE SCHAEFER, CHAIRMAN

I, Joseph 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 11<sup>th</sup> day of June 2019, and was passed at this regular meeting of the Planning Commission of the City of Placentia held on the 11<sup>th</sup> day of June 2019, by the following vote:

AYES:	COMMISSION MEMBERS:
NOES:	COMMISSION MEMBERS:
ABSENT:	COMMISSION MEMBERS:
ABSTAINED:	COMMISSION MEMBERS:

ATTEST:

\_\_\_\_\_  
JOE LAMBERT  
SECRETARY TO THE PLANNING COMMISSION

APPROVED AS TO FORM

\_\_\_\_\_  
TOM DUARTE  
ASSISTANT CITY ATTORNEY

**Attachment A (as amended by the Planning Commission on 6/11/19)  
Special Conditions of Approval for  
Tentative Parcel Map 2018-201 (TPM 2018-201)  
900 Golden 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) 2018-201 and the resulting Final Map is contingent upon City Council approval.
4. TPM 2018-201 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 2018-201 and the related Final Map shall comply with the applicable requirements of Title 22 Subdivisions of the Placentia Municipal Code.
7. Any modifications to the approved Tentative Parcel Map 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.
10. Applicant/Builder shall establish a rodent abatement program prior to the demolition of existing structures on the property, or before any other on or off-site work. A detailed description of how this program will work shall be submitted to the City Planning Division for approval prior to obtaining a demolition permit.
11. A solid decorative block wall, a minimum of 6'-0" high shall be installed around the perimeter boundaries of the site along the side yard and rear yard property lines, except that within the front yard setback, then the maximum height shall be 3'-0". Applicant shall repair any existing walls that will remain to the satisfaction of the City Building Official and Development Services Department. Prior to issuance of any

building permits on the resulting lots, all walls and fences on the project site shall comply with the conditions herein and with all applicable provisions of the Placentia Municipal Code.

12. Developer shall pay in full to the City of Placentia, any and all applicable citywide Development Impact Fees (including, but not limited to fees relating to recreational facilities, sewer facilities, transportation infrastructure, storm drain facilities, public safety impacts and affordable housing impacts) adopted by and set forth by the City Council, as set forth in Chapter 5 of the Placentia Municipal Code, in effect at the time building permits are issued prior to issuance of the first building permit for each respective property.
13. Developer and/or property owner agrees to approve the incorporation of the project into Community Facilities District No. CFD 2014-01 (Public Services) pursuant to the provisions of California Government Code Section 53311, et seq. Said annexation into CFD No. 2014-01 shall be fully completed in accordance with California law prior to issuance of any Certificate of Occupancy for the project.
14. Developer and/or property owner agrees to approve the incorporation of the project into the Landscape Maintenance District No. LMD 1992-01 pursuant to the provisions of California Streets and Highways Code Section 22500, et seq. Said annexation into LMD No. 1992-01 shall be fully completed in accordance with California law prior to issuance of any Certificate of Occupancy for the project.
15. Developer and/or property owner agrees to approve the incorporation of the project into the Street Lighting District No. SLD 1981-01 pursuant to the provisions of California Streets and Highways Code Section 22500, et seq. Said annexation into SLD No. 1981-01 shall be fully completed in accordance with California law prior to issuance of any Certificate of Occupancy for the project.
16. Developer and/or property owner agrees that the City may, at its sole election, require that, instead of annexing into SLD 1981-01 and/or LMD 1992-1, the project shall be incorporated into a Community Facilities District to be created by the City pursuant to the provision of California Government Code Section 53311, et seq; the purpose of which, and the initial amount of the taxes and assessments thereunder, will be substantially the same, in whole or in part, as SLD 1981-1 and/or LMD 1992-1. Developer and/or property owner agrees to approve the incorporation of the project into said Community Facilities District, provided that the incorporation of the new CFD does not otherwise delay the development of the project; in which event the project shall instead be annexed into SLD 1981-01 and/or LMD 1992-1. Any automatic fee increases for the Community Services District shall not be inconsistent with the approved rate study.

## **BUILDING DIVISION**

1. Building plans (architectural and structural) for the proposed new single-family homes shall be prepared by a licensed California architect or civil/structural engineer prior to issuance of any building permits.
2. Grading plans including erosion control, wall, utility, street improvement, precise and rough, shall be designed and prepared by a licensed California civil engineer.
3. New residential homes need to have auto-fire sprinkler system throughout house and garage.
4. Fire sprinkler plans need to be reviewed & approved by the Orange County Fire Authority prior to the installation.

### **ENGINEERING DIVISION**

1. All improvement and grading plans shall be drawn on twenty-four (24) inch by thirty-six (36) inch Mylar and signed by a registered civil engineer or other registered/licensed professional as required.
2. The following items are required for the entitlement review, prior to issuance of building permits and/or grading permits:
  - a. Preliminary grading and drainage plan.
  - b. Preliminary geotechnical report.
  - c. Preliminary hydrology/drainage study.
  - d. Preliminary Water Quality Management Plan (WQMP) in the form and content per the City's WQMP template.
  - e. Sewer capacity study.
  - f. Preliminary Street Improvement Plans, showing all proposed easements and dedications.
3. It is the applicant's responsibility to notify all utility companies and the City of Placentia for disconnection and/or relocation of the existing utilities, vaults and meters. It is also the applicant's responsibility to insure applicant notifies the Building Inspection Division that these utilities have been properly relocated and/or disconnected. Prior to recordation of the final map, the public improvement plans as required shall be prepared and signed by the City Engineer.
4. Prior to issuance of a Certificate of Occupancy for any structure, the engineer of record shall submit all approved project and site improvements plans on an AutoCAD DWG and DFX formatted Compact Disc (CD) to the Public Works Department. The applicant shall pay for and provide the City with copies of as-built plans.
5. Applicant shall coordinate the street improvements with the design for the new

Golden Avenue Bridge. The proposed sidewalks, curb/gutter, line and grade in addition to hydraulic flow lines must match all of the design elements of the bridge design and construction. All new traffic lanes and striping shall be coordinated with the new striping for the bridge design and construction. In addition, applicant shall coordinate with Orange County Public Works Department for the new Carbon Canyon Channel Class 1 Bikeway (OC Loop Segment D) project east of the proposed subdivision.

### **Demolition**

1. Provide a full set of plans for demolition of the existing facilities and utilities, including above ground and underground structures, footings, utilities, vaults, fences, walls, sewer lines, storm drain pipes, waterlines, etc., Plans shall address conditions and procedures, as are necessary, to show that the demolition work will be conducted without creating a hazardous condition, when excavating next to other existing footings, walls and slopes. A separate demolition permit is required from the Building Department, prior to performing any kind of demolition on site.
2. A copy of the Grant deed and owner's permission on the application for demolition is required at the time of issuance of the permit.
3. The existing sanitary sewer line has to be removed and capped at the property line. The sewer cap shall be inspected, and shall not be covered until an inspection has been made by the Department of Public Works Inspector. This inspection shall be requested at least 24 hours before the inspection is needed.
4. Provide AQMD Rule 1403 permit number, prior to starting any demolition work.
5. It is the applicant's responsibility to notify all utility companies and the City of Placentia for disconnection and removal of the existing utilities, vaults and meters. It is also the applicant's responsibility to insure applicant notifies the Building Inspection Division that these utilities have been properly disconnected.
6. Provide an erosion control for protection of the site during and post demolition and excavation activities.

### **Grading**

1. Prior to the issuance of a grading permit(s), the applicant shall prepare a Low Impact Development (LID) specifically identifying the Best Management Practices (BMP's) that will be used on site to control predictable pollutant runoff. The plan shall identify the types of structural and/or non-structural measures to be used. The plan shall comply with the Orange County Drainage Area Management Plan (DAMP) and LID Implementation Guideline. Website available at

<http://ocwatersheds.com/publiced/residents/glltd>) Particular attention should be addressed to the appendix section "Best Management Practices for priority redevelopment." The LID shall clearly show the locations of structural or Nonstructural BMP's, and assignment of long term maintenance responsibilities. The plan shall be prepared to the general form and content and submitted to the Director of Public Works/City Engineer for review and approval.

2. Prior to the issuance of a grading permit(s), the applicant shall prepare a Water Quality Management Plan (WQMP) specifically identifying the Best Management Practices (BMP's) that will be used on site to control predictable pollutant runoff. The plan shall identify the types of structural and non-structural measures to be used. The plan shall comply with the Orange County Drainage Area Management Plan (DAMP). Particular attention should be addressed to the appendix section "Best Management Practices for Development." The WQMP shall clearly show the locations of structural BMP's, and assignment of long term maintenance responsibilities (which shall also be included in the Maintenance Agreement). The plan shall be prepared to the general form and content shown in the City of Placentia's WQMP Template and shall be submitted to the City Engineer for review and approval. Website available at <http://www.placentia.org/index.aspx?nid=262>
3. Prior to the issuance of a grading permit(s), the applicant shall demonstrate to the City Engineer that coverage has been obtained under the California's General Permit for Discharge of Storm Water Associated with Construction Activity by providing a copy of the Notice of Intent (NOI) submitted to the State Water Resources Control Board and a copy of the subsequent notification of the issuance of a Waste Discharge Identification (WDID) Number to the City Engineer. Construction activity subject to this permit includes clearing, grading and disturbances to the ground such as stockpiling, or excavation. Prior to the issuance of a grading permit, the applicant shall submit to the City Engineer for review a Storm water Pollution Prevention Plan (SWPPP). A copy of the approved SWPPP shall be kept at the project site and available for review upon request.
4. Prior to the issuance of grading permit(s), the applicant shall prepare and submit a precise grading plan prepared by a licensed civil engineer to the Engineering Division of the Public Works Department showing building footprints, new and revised pads and elevations of finished grades, drainage routes, retaining walls, erosion control, slope easements, structural best management practices (BMPs) conforming to the approved water quality management plan, and other pertinent information. The project development shall accept and make provisions for the existing surface water that are the natural flows from the adjacent properties immediately abutting to the development site.
5. Prior to approval of the final design plans and issuance of a grading permit(s), the applicant shall conduct a site-specific geotechnical investigation for the entire site

and prepare a report that fully assesses the geologic and soil conditions of the site. As part of the report preparation, soil sampling and any geotechnical testing will be completed at each location where structures are to be erected. The report shall provide grading and structural design recommendations for avoiding liquefaction, subsidence or collapse for each of the proposed structures. The recommendations shall be implemented by the Applicant.

6. Prior to the issuance of a grading permit(s), erosion control plans and notes shall be submitted and approved by the Engineering Division of Public Works Department.

7. All private slopes of 4 feet or more in vertical height and of 4:1 or greater slope, but less than 2:1 slope, shall be, at minimum, irrigated and landscaped with appropriate ground cover for erosion control. Slope planting required by this section shall include a permanent irrigation system to be installed by the developer prior to occupancy.

Amended by  
the Planning  
Commission  
on 6/11/19

8. The development site for each parcel shall be graded to drain surface water to the existing City Street storm drain system with no cross lot drainage permitted. Drainage shall be indicated on the precise grading plans. All drainage shall be diverted to ~~Valencia and Alcott Avenues.~~ **Golden Avenue and California Street.**

9. Surety and agreement guaranteeing completion of all on-site grading improvements including drainage, structural BMPs, erosion control, grading operations shall be posted and executed to the satisfaction of the City Engineer prior to the issuance of grading permits.

10. The site grading, landscape, irrigation, and street improvement plans shall be coordinated for consistency with each other and for consistency with the requirements and standards of the City of Placentia.

Amended by  
the Planning  
Commission  
on 6/11/19

~~11. The applicant shall provide a quitclaim or relocation of existing easements as applicable in the plan review process prior to issuance of grading permit.~~

12. Provide and identify all pavement and driveway paving materials used inside the development areas.

13. Identify all storm drain structures, types, sizes and specifications on the plans.

14. Preliminary WQMP shall include a feasibility check to ensure the proposed infiltration BMPs are not proposed to be within 100 feet horizontally of a water supply well and/or non-potable well for the protection of groundwater quality per Orange County TGD.

### **Public Improvements and Construction**

1. The applicant shall provide street resurfacing along the full length of the proposed subdivision on Golden Avenue from the centerline of California Street to the Golden Avenue Bridge project limit. The paving will include grinding to a depth of 2-inch and 2-inch of A/C overlay, including new driveway approaches, sidewalks and curb and gutter. All public improvements shown on the plans and/or tentative map shall be constructed to the City of Placentia standards, ordinances, policies and/or reasonably determined by the City Engineer to be applicable to the project.
2. Prior to acceptance of the final map, all new public improvements including curb, gutter, sidewalk, asphalt concrete pavement, and street lights within property boundaries shall be constructed satisfactorily to the City Standards.
3. Prior to recordation of final map or issuance of building permit(s) if recordation has already been accomplished, the applicant shall enter into an agreement and post a security bond, in a form and amount acceptable to the City Engineer, guaranteeing the construction of public improvements in conformance with applicable City standards and the City Code, including, but not limited to the following: Street Paving, sidewalks, curb/gutter, street lighting, striping, signage, fire hydrants and landscaping.

#### **Storm Drain Improvements and Construction**

1. The project street and lot grading shall be designed in a manner that perpetuates the existing natural drainage patterns with respect to tributary drainage area and outlet points. Unless otherwise approved by the City Engineer.
2. Drainage easements, when required, shall be shown on the grading plans and noted as follows: "Drainage Easement - no buildings, obstructions, or encroachments by landfills are allowed."
3. The project shall be designed to accept and properly dispose of all off-site drainage flowing onto or through the site. The storm drain design and improvements shall be subject to review and approval by City Engineer. The hydraulics and hydrology report shall include detailed drainage studies indicating how the grading, in conjunction with the drainage conveyance systems including applicable swales, channels, street flows, catch basins, storm drains, and flood water retarding, BMP treatment and LID, will allow building pads to be safe from inundation from rainfall runoff which may be expected from all storms up to and including the theoretical 100-year flood per the Orange County Hydrology Manual. The project development shall be designed to accept and properly dispose of all off-site drainage flowing onto or through the site. If the quantities exceed the existing downstream capacity, the developer shall provide adequate drainage facilities to mitigate the impact as approved by the City Engineer.

4. Prior to the approval of the improvement plans, the hydrology study shall show that the 25-year storm flow will be contained within the street from curb to curb and the 100-year storm flow shall be contained within the street right-of-way. When either of these criteria are exceeded, additional drainage facilities shall be installed. All analysis shall comply with the Orange County Hydrology Manual and County Local Drainage Manual.
5. The post development peak flow rate generated from the project site shall be less than or equal to the pre development peak flow rate from the site for all frequency storms up to and including 100-year return. Drainage facilities with sump conditions shall be designed to convey the tributary 100-year storm flows. Secondary emergency flow bypass shall also be provided as approved by City Engineer.

### **Sewer line Improvements and Construction**

1. Sewer flow calculations justifying pipe line design and connection to the main shall be prepared by a registered civil engineer and submitted as a part of an improvement plan for approval by the City Engineer. Provide sewer capacity analysis in accordance to the City's Guidelines to evaluate the proposed sewer flow rates into the City sewer system using current flow rate and for pipeline capacity availability. Please see attached "Sewer Capacity Guidelines."
2. Prior to issuance of building permits, the developer's engineer shall analyze and mitigate any sewer system deficiencies for all phases of the proposed development. Results of the system analysis may require special construction such as booster pumps, upsize the downstream pipes and backwater valves. The engineering analysis and special construction requirements shall be subject to review and approval of City Engineer.
3. Onsite water improvement and fire protection plans shall be approved by the Fire Marshal, the local water district, and City Engineer. The water distribution lines and appurtenances shall conform to the applicable laws and adopted regulations enforced by the Yorba Linda Water.
4. Prior to the issuance of a building permit, the applicant shall dedicate ingress and egress of the access route within the project site and improve it fully operational as required by the Orange County Fire Authority and satisfaction to the City Engineer.
5. The applicant shall submit a Will Serve Letter from Orange County Sanitation District and Yorba Linda Water.

### **Final Map**

1. Applicant shall provide a quitclaim or relocation of any existing easements that affect the proposed development. Applicant to provide the City with street dedications as necessary to support all new public improvements.
2. The applicant shall prepare and submit a preliminary title report not older than 90 days.
3. Prior to approval of the Final Map, pursuant to the Subdivision Improvement Agreement for Public Improvements, 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. The applicant shall establish a Homeowner's association (HOA) for the purpose of maintaining all private access, common lots (Lot "A"), onsite fire hydrant, common sewer line, WQMP, LIP, open space, storm drainage, and maintenance of landscaping, including the trimming and cutting of overgrown vegetation on common lots. The association is subject to the review and approval of the Director of Public Works and City Attorney and shall be recorded concurrently with the final map.
6. This project falls under the City's Municipal Code: 8.04.390 Special requirements for construction/deconstruction waste. This is 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:
  - a) 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.
  - b) 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 an equivalent to three (3%) percent of the total project value.
  - c) 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.

- d) 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)

**ORANGE COUNTY FIRE AUTHORITY**

- 1. Prior to approval of a final map or issuance of a grading permit or building permit, whichever comes first:

Methane investigation/mitigation (service codes PR172-PR176)



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF COMMUNITY SERVICES

DATE: JULY 9, 2019

SUBJECT: **RESOLUTION AUTHORIZING TEMPORARY SUSPENSION OF REGULATORY ORDINANCE SECTIONS 10.28.010 AND 23.76.050 TO FACILITATE THE TACOS AND TEQUILA EVENT SCHEDULED FOR THURSDAY, SEPTEMBER 19, 2019 AT KRAEMER MEMORIAL PARK**

FISCAL  
IMPACT: NONE

### **SUMMARY:**

The Placentia Chamber of Commerce and the Placita Santa Fe Merchants Association ("Chamber" and "Merchants") are planning to co-sponsor a "Tacos and Tequila" fundraising event. The event is scheduled to be held on Thursday, September 19, 2019 at Kraemer Memorial Park from 4:00 p.m. to 10:00 p.m. and will feature live entertainment by Family Time Band and a variety of taco vendors.

This action approves a resolution which temporarily suspends Sections 10.28.010 and 23.76.050 of the Placentia Municipal Code to facilitate the Chamber and Merchants' special event, which will serve beer, wine, and Tequila tastings for the fundraiser.

### **RECOMMENDATION:**

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

Adopt Resolution No. R-2019-XX, A Resolution of the City Council of the City of Placentia, California, authorizing the temporary suspension of Regulatory Ordinance Sections 23.76.050 and 10.28.010 of the Placentia Municipal Code for the Operation of the Tacos and Tequila Festival on September 19, 2019 at Kraemer Memorial Park.

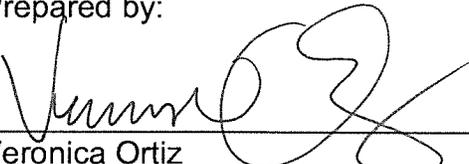
### **DISCUSSION:**

The Chamber and Merchants will be co-sponsoring the second annual Tacos and Tequila event on Thursday, September 19, 2019 at Kraemer Memorial Park from 4:00 p.m. to 10:00 p.m. The Chamber and Merchants volunteers will facilitate the event, plan to have a variety of food vendors, and would like to serve beer, wine and tequila tastings at the event.

**1. j.**  
**July 9, 2019**

The Chamber and Merchants request a waiver of the "No Alcohol" policy in order to facilitate this special event. The attached resolution temporarily suspends Sections 10.28.010 and 23.76.050 of the Placentia Municipal Code to facilitate the event. The Chamber and Merchants will be paying for all Staff-related costs such as Police Department personnel and Community Services Staff. In partnership for this event, the City will be reducing the rental fees of the park and Backs Community Building to \$25. All other costs will be paid for by the Chamber and Merchants, including the aforementioned Staff costs.

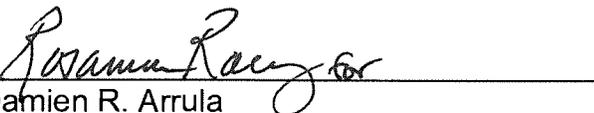
Prepared by:

  
\_\_\_\_\_  
Veronica Ortiz  
Community Services Supervisor

Reviewed and approved:

  
\_\_\_\_\_  
Sandra J. Gonzalez  
Director of Community Services

Reviewed and approved:

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

Attachments:

1. Correspondence from Placentia Chamber of Commerce/Placita Santa Fe Merchants Association Requesting Waiver of the "No Alcohol" Policy
2. Resolution No. R-2019-XX

# Memorandum of Understanding

## Tacos and Tequila Event-2019

This Memorandum of Understanding (MOU) is made and entered into by the Placentia Chamber of Commerce (CHAMBER), Placita Santa Fe Merchants Association (MERCHANTS) and the City of Placentia (CITY) to facilitate the Tacos and Tequila (EVENT). The Event will be held on Thursday, September 19, 2019 at Kraemer Memorial Park on 201 N. Bradford Avenue in Placentia. The hours of the Event for the public will be 4:00 - 10:00 p.m. exclusive of set-up and clean-up requirements.

This MOU shall be entered into to provide a venue for the CHAMBER/ MERCHANTS Event that will include food areas, a beer/wine and tequila tasting area and a live band performance by Family Style as a fundraising event for community programs.

### Upon execution of the Memorandum of Understanding, CHAMBER/ MERCHANT'S agree to:

- Pay One Thousand Seven Hundred Twenty-Nine dollars (\$1,729.00) for rental of the Backs Community Building Room, four picnic shelters, and grass area, two Motor Officers for pedestrian/ Vehicle Traffic outside the park, two officers, and one supervisor to monitor inside the park, one (1) staff member from Community Services and one (1) from the Public Works Department.
- Designate a Chamber/Merchants member to act as the Chamber/Merchants representative for all matters related to the EVENT and its participation in the EVENT. Designee will communicate directly with the designated City staff representative.
- Require each vendor attending to comply with all EVENT rules and regulations for participants as outlined in this MOU.
- Ensure that any food vendors and/or food booths at the event comply with all Orange County Health Care Agency and City Requirements such as having current and valid Health Care Agency Permits and City Business Licenses.
- Operate the Beer and Wine Garden in compliance with all State and City regulations including obtaining appropriate permits from the Department of Alcoholic Beverage Control (ABC)
- Obtain Private Security to secure the Beer/ Wine and Tequila tasting area.
- The Chamber/Merchants at their own expense will provide the participants of the EVENT, the necessary items such as all canopies, tables, chairs, decorations, and other needed equipment to facilitate the EVENT in a uniform and professional business manner per the CITY'S approval (unless otherwise specified below).
- Coordinate all set up starting no earlier than 8:00 a.m., with the event open to the public from 4:00 p.m. to 10:00 p.m., and clean up of all EVENT related booths and supplies no later than 11:45 p.m. Any questions regarding set-up procedures to be pre-arranged with City of Placentia staff representative.
- Work with City staff on any logistical issues to ensure smooth execution.
- Coordinate with designated City staff representatives, the EVENT layout and submit a scale plot map of the layout to City staff by Thursday, September 5, 2019. EVENT booths cannot obstruct walkways and cannot be placed in parking areas, driveways or areas with vehicle traffic.
- Coordinate with designated City of Placentia staff representative arrival times and procedures for EVENT participants including arrival time of vendors, offsite parking for vendors, and parking areas for participants.
- Ensure all participants of the EVENT are informed of and follow any logistical set-up and egress of the event established by the City.
- Utilize professional and business-like decorations and signage for the EVENT.
- Provide CITY a copy of all promotional material for the EVENT.

- Provide comprehensive general liability insurance policy in the amount of one million dollars (\$1,000,000) covering EVENT related activities naming CITY and their respective elected and appointed officials, officers, employees, agents and representatives as additional insured by endorsement to the policy.
- Defend, indemnify and save harmless CITY their respective elected and appointed officials, officers, employees, agents and representatives ("Indemnitees"), from all liability from loss, damage or injury to persons or property, including the payment of Chamber/Merchants by any and all legal costs and attorneys' fees, in any manner arising out of the acts and/or omissions of Chamber/Merchants pursuant to this MOU, including, but not limited to, all consequential damages, to the maximum extent permitted by law.
- Be responsible for its independent operation, execution, planning and accounting of the Event as a separately governed operation by Placita Santa Fe Merchants and Placentia Chamber of Commerce.

**CITY agrees to:**

- Provide an appropriate venue at Kraemer Memorial Park to the Chamber/Merchants to host the EVENT.
- Coordinate with a designated Chamber/Merchants representative all arrival and set up information for all EVENT participants.
- Provide one (1) Community Services Staff and from 10:00 a.m. to 11:45 p.m. to assist with event coordination and monitoring. As well as operate a First Aid Station during the event.
- Provide one (1) Maintenance Staff from 10:00 a.m. to 11:45 p.m. to assist with any specialized maintenance needs at the parks such as issues with restrooms, landscape, or irrigation.
- Provide two motor officers for pedestrian/vehicle traffic outside the park from 4:00 p.m. to 10:30 p.m.
- Provide two officers and one Supervisor to work the event from 4:00 p.m. to 10:30 p.m.

Chamber/Merchants Designee:

Rosalina Davis, Placita Santa Fe Merchants Association President  
 Joe Rasic, Placentia Chamber of Commerce President

CITY Staff Representatives:

Sandra J. Gonzalez, Director of Community Services  
 Veronica Ortiz, Community Services Supervisor  
 Felipe Zambrano Community Services Coordinator

- **IN WITNESS WHEREOF**, the Parties herein have caused this Memorandum of Understanding for the Placita Santa Fe Merchants and Placentia Chamber of Commerce Tacos and Tequila event to be executed as of the date last written below.

**CITY OF PLACENTIA**

**Placita Santa Fe Merchants**

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

\_\_\_\_\_  
 Rosalina Davis  
 President

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

**Placentia Chamber of Commerce**

APPROVED AS TO FORM:

\_\_\_\_\_  
 Joe Rasic, President

\_\_\_\_\_  
 Christian Bettenhausen, City Attorney

**RESOLUTION NO. R-2019-37**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, AUTHORIZING THE TEMPORARY SUSPENSION OF REGULATORY ORDINANCE SECTIONS 23.76.050 AND 10.28.010 OF THE PLACENTIA MUNICIPAL CODE FOR THE OPERATION OF THE TACOS AND TEQUILA FESTIVAL ON SEPTEMBER 19, 2019 AT KRAEMER MEMORIAL PARK**

**A. Recitals.**

(i) The City of Placentia adopted Ordinance No. O-2008-10 which amended Title 1 of the Placentia Municipal Code by adding Chapter 1.14 allowing the City Council the discretion to temporarily suspend specific Ordinances during special events when it has been determined that the public welfare and interest will be served by such suspension.

(ii) The City Council finds that certain events of broad public interest may benefit the City and the City's economy by attracting large numbers of visitors, by generating favorable publicity, and by enhancing a marketable image for the City.

**B. Resolution.**

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

1. In all respects as set forth in the Recitals, Part A., of this Resolution.
2. The City temporarily suspends Placentia Municipal Code Section 23.76.050 relative to use of amplified music which may exceed the noise standards during the Tacos and Tequila Festival at Kraemer Memorial Park on Thursday, September 19, 2019, from 4:00 p.m. to 10:00 p.m.
3. The City temporarily suspends Placentia Municipal Code Section 10.28.010 relative to the controlled use of alcohol in a public place during the Tacos and Tequila Festival at Kraemer Memorial Park on Thursday, September 19, 2019, from 4:00 p.m. to 10:00 p.m.
4. The specified sections of the Placentia Municipal Code (Sections 23.76.050 and 10.28.010) shall remain in full force and effect throughout the remainder of the City.
5. This Resolution shall take effect from and after its date of adoption.

**PASSED, APPROVED and ADOPTED this 9<sup>th</sup> day of July 2019.**

\_\_\_\_\_  
Rhonda Shader, Mayor

ATTEST:

\_\_\_\_\_  
Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA  
COUNTY OF ORANGE

I, Robert S. McKinnell, 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 9<sup>th</sup> day of July 2019 by the following vote:

AYES: Councilmembers:  
AYES: Councilmembers:  
AYES: Councilmembers:  
AYES: Councilmembers:

\_\_\_\_\_  
Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Christian Bettenhausen, City Attorney



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF ADMINISTRATIVE SERVICES

DATE: JULY 9, 2019

SUBJECT: **PUBLIC HEARING NO. 2 REGARDING PROPOSAL TO ADJUST THE BOUNDARIES OF THE COUNCIL DISTRICT MAP; INTRODUCE AN ORDINANCE ADJUSTING THE BOUNDARIES OF THE CITY COUNCIL DISTRICTS AND ADOPTING THE 2019 ADJUSTED MAP**

FISCAL

IMPACT: \$50,000 (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 ("Settlement Agreement"). In compliance with the Settlement Agreement, at the City's General Municipal Election held on 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.

In early 2018, the City began the process of drafting district boundaries in order to complete the transition to district-based elections. The City Council held the requisite public hearings set forth in Elections Code Section 10010 before voting to adopt one of the proposed maps. On May 1, 2018, the City Council unanimously voted to adopt the Olive Map, which established the district boundaries for City Council elections and the sequencing of elections. On that day, the City Council adopted Emergency Ordinance No. O-2018-03 incorporating the adopted Council District Map in order to comply with the deadline set forth in the Settlement Agreement. On June 19, 2018, the City Council also adopted Ordinance No. O-2018-02 incorporating the adopted Council District Map. The Council District Map was implemented for the November 2018 Election.

This public hearing is to vote on the proposal to adjust the boundaries of the Council District Map. One public hearing is required prior to a public hearing at which the City Council votes to approve or defeat the proposal to adjust the boundaries.

**2. a.**  
**July 9, 2019**

The schedule for the public hearings is as follows:

<b>Public Hearings</b>	<b>Date</b>
<b>Public Hearing #1 – Council Meeting (Completed)</b>	Tuesday, June 18, 2019
<b>Public Hearing #2 – Council Meeting Introduction of Ordinance Adjusting the Boundaries of City Council Districts</b>	Tuesday, July 9, 2019
<b>Second Reading of Ordinance Adjusting the Boundaries of City Council Districts</b>	Tuesday, July 23, 2019

The City Council held the first of two public hearings on June 18, 2019 to receive comments from the public regarding the proposal. Tonight’s hearing will be the second public hearing in which the City Council will vote on the proposal to adjust the district boundaries of the Council District Map. The 2019 Adjusted Map sets forth the new boundaries after the adjustments and contains the identification number of each electoral district.

**RECOMMENDATION:**

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

1. Open and conduct Public Hearing No. 2 to receive public comments regarding the 2019 Adjusted Map containing the proposed adjustments to the boundaries of the City Council districts, and other matters related to the adjustments of boundaries for Council district elections; and
2. Receive the Staff Report, consider all public testimony, ask questions of Staff; and
3. Vote on the proposal to adjust the boundaries of the City Council districts as set forth in the 2019 Adjusted Map; and
4. Close the Public Hearing; and
5. Waive full reading, by title only, and introduce for first reading Ordinance No. O-2019-XX, An Ordinance of the City Council of the City Of Placentia, California adjusting the boundaries of the City Council Districts and adopting a map with the adjusted boundaries and identification number of each electoral district.

**DISCUSSION:**

Background

In December 2015, the City received a demand letter from MALDEF alleging the City’s “at-large” election system violates the 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 (“Settlement Agreement”). The terms of the Settlement Agreement were that the City Council 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 district-based method of election with the actual district lines being established by Ordinance and requiring district-based elections for the November 2018 City Council elections and thereafter.

After the City's voters approved the measure to transition to district-based elections, in February 2018, the City held the first public hearing regarding the composition of the districts. After holding the required number of hearings under Elections Code Section 10010, the City Council adopted one of the proposed maps, the Olive Map, by a unanimous vote on May 1, 2018. To comply with the deadline set forth in the Settlement Agreement, the City Council adopted Emergency Ordinance No. O-2018-03 incorporating the adopted Olive Map, relabeled Council District Map. On June 19, 2018, the City Council also adopted Ordinance No. O-2018-02 incorporating the adopted Council District Map. The Council District Map was implemented for the November 2018 Election, with Districts 2 and 4 up for election.

#### Pending Litigation

On June 15, 2018, Plaintiff Joseph V. Aguirre ("Plaintiff") filed a complaint for breach of contract against the City in the Orange County Superior Court (Case No. 30-2018-00999734-CU-BC-NJC), alleging that the City's adoption of the Olive Map failed to comply with the terms of the Settlement Agreement. The City filed an answer in the action denying the allegations set forth by Plaintiff. The parties engaged in two settlement conferences on March 15, 2019 and May 31, 2019.

#### Proposal to Adjust Boundaries

Subdivision (d) of Section 600 of the Charter and Section 2.10.030 of the Municipal Code allow the City Council to change the boundaries of any or all of the districts.

Elections Code Section 21621 requires that the City Council hold at least one public hearing on a proposal to adjust the district boundaries prior to the public hearing at which the City Council votes to approve or defeat the proposal. On June 18, 2019, the City Council held the first public hearing on the proposal to adjust the district boundaries. This is the second public hearing regarding this matter where the City Council would vote to approve or defeat the proposal to adjust the district boundaries of the Council District Map. The 2019 Adjusted Map sets forth the new boundaries after the adjustments and contains the identification number of each electoral district. The 2019 Adjusted Map was made available to the public starting on June 11, 2019 at the locations listed on the public hearing notice. An interactive version of the 2019 Adjusted Map was also made available to the public on the link listed on the notice for this public hearing.

The proposed adjustments to the district boundaries remain faithful to the City Council's objective by maintaining the north-south configuration of the districts as much as possible and are intended to be more palatable to Plaintiff in the above-referenced action. The 2019 Adjusted Map eliminates Plaintiff's concern regarding the contiguity of the Latino-majority district in southwest Placentia. The proposed adjustments would also increase the Latino percentage of the citizen voting age population in the Latino-majority district from 59 percent to approximately 61 percent. If the City Council adopts the 2019 Adjusted Map, it would effectuate a settlement agreement between the parties. If adopted, the 2019 Adjusted Map would be implemented for the 2020 City Council elections. Districts 1, 3, and 5 would be up for election in 2020. After the 2020 Census results are

made available to the City, the City may have to adjust the district boundaries to maintain population balance and comply with the law.

**FISCAL IMPACT:**

There will be a fiscal impact to the City which will consist of the following: a demographer, special legal counsel, newspaper publishing of public hearing notices for a total of five (5) languages, and translation of public hearing notices and agendas into four (4) different languages (Spanish, Vietnamese, Korean, and Chinese). The cost to date has been \$50,000. The final cost to the City will not be realized until the completion of the process to adjust the district boundaries.

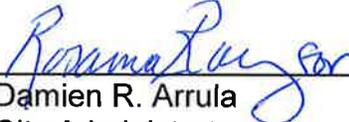
Moreover, if the City Council adopts the 2019 Adjusted Map, a proposed settlement agreement between the City and Plaintiff Joseph V. Aguirre would come into effect, which would require the City to pay Plaintiff \$138,000 in settlement of costs, fees, and expenses associated with the litigation.

If the City Council does not pass the Ordinance adopting the 2019 Adjusted Map, and the action proceeds to trial, the City will incur additional attorney's fees and costs of more than \$200,000 in defending the case. If the City does not prevail in the litigation, the City would also be liable for Plaintiff's attorney's fees and costs which will likely exceed \$300,000. These figures do not include costs and fees of any potential appeals. Collectively, the City's exposure could be \$500,000-\$700,000 in legal fees versus the \$138,000 in settlement costs.

Prepared by:

  
\_\_\_\_\_  
Rosanna Ramirez  
Director of Administrative Services

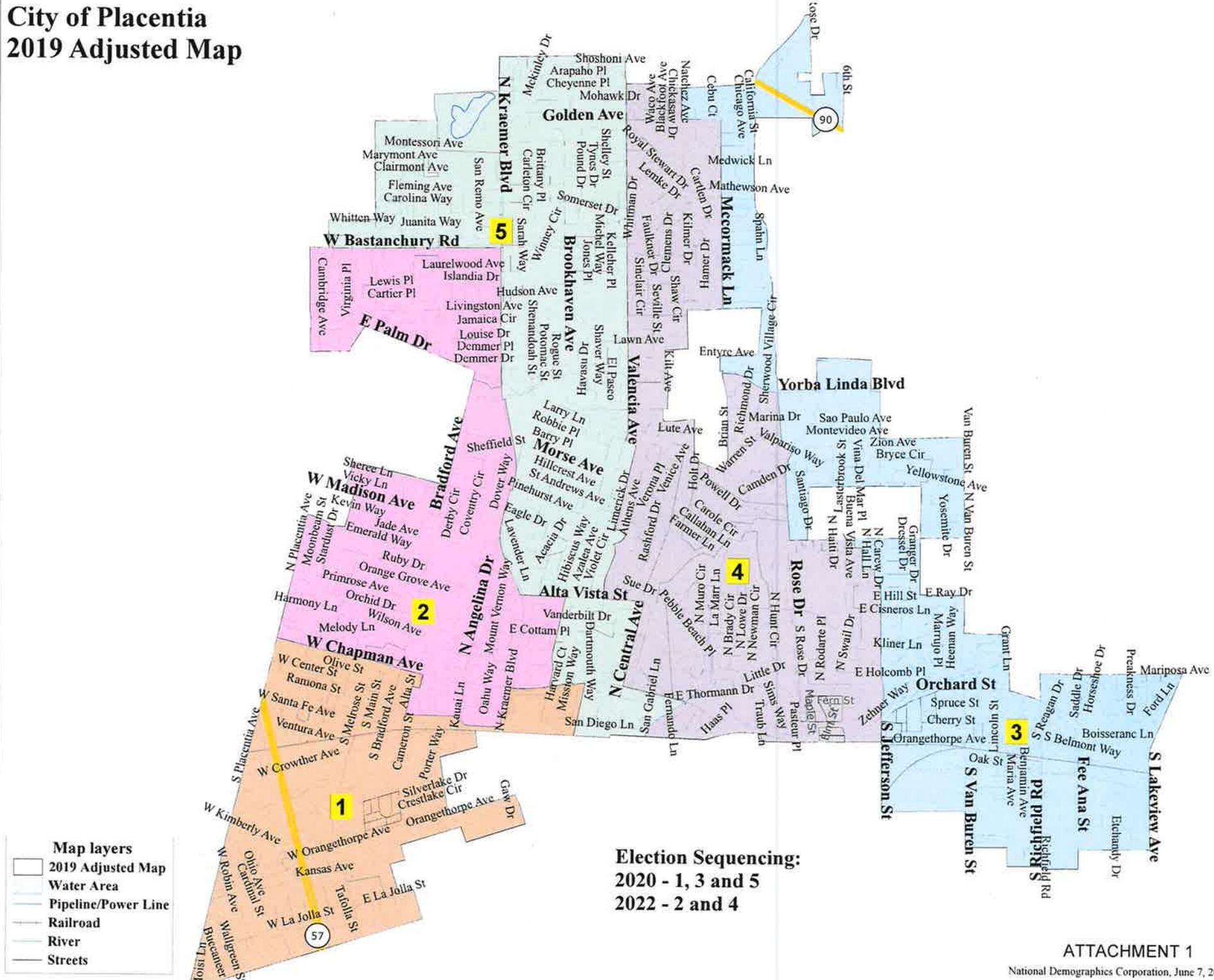
Reviewed and approved:

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

**Attachments:**

1. Proposed Map - 2019 Adjusted Map and Corresponding Demographic Data
2. Notice of Public Hearing No. 2 and Translations
3. Ordinance No. O-2018-02 – Establishing District Boundaries
4. Ordinance No. O-2018-03 – Emergency Ordinance Establishing District Boundaries
5. Proposed Ordinance O-2019-XX – Adopting a Map with Adjusted Boundaries  
Exhibit A – 2019 Adjusted Map and Demographics

# City of Placentia 2019 Adjusted Map



**Election Sequencing:**  
 2020 - 1, 3 and 5  
 2022 - 2 and 4

City of Placentia - 2019 Adjusted Map							
District		1	2	3	4	5	Total
	Total Pop	10,685	9,696	10,081	10,044	10,050	50,555
(Estimated After Block Splits)	Deviation from ideal	574	-415	-30	-67	-61	989
	% Deviation	5.67%	-4.11%	-0.30%	-0.66%	-0.61%	9.78%
<b>Demographic data below are calculated based on whole, unsplit Census Blocks</b>							
Total Pop	% I Iisp	80%	37%	25%	16%	17%	36%
	% NII White	12%	43%	50%	57%	66%	45%
	% NII Black	2%	2%	3%	2%	1%	2%
	% Asian-American	5%	16%	21%	24%	14%	16%
Voting Age Pop	Total	7,651	7,651	7,592	7,730	7,480	38,104
	% I Iisp	75%	34%	22%	14%	15%	32%
	% NII White	16%	46%	54%	59%	69%	49%
	% NII Black	2%	2%	3%	2%	1%	2%
Citizen Voting Age Pop	% Asian-American	6%	16%	20%	24%	14%	16%
	Total	4,005	6,819	7,162	7,341	7,252	32,578
	% I Iisp	61%	28%	26%	17%	17%	27%
	% NII White	25%	51%	53%	57%	66%	53%
Voter Registration (Nov 2016)	% NII Black	1%	3%	2%	2%	1%	2%
	% Asian/Pac.Isl.	13%	16%	18%	23%	16%	18%
	Total	2,785	5,075	5,527	6,648	6,398	26,432
	% Latino est.	54%	34%	22%	17%	18%	25%
	% Asian-Surnamed	7%	8%	11%	12%	8%	10%
	% Filipino-Surnamed	2%	1%	1%	2%	1%	1%
Voter Turnout (Nov 2016)	% Spanish-Surnamed	49%	30%	19%	16%	16%	23%
	% NII White est.	29%	54%	63%	64%	72%	60%
	% NII Black	1%	3%	2%	2%	1%	2%
	Total	2,011	4,028	4,402	5,466	5,347	21,253
	% Latino	52%	32%	20%	17%	17%	24%
	% Asian-Surnamed	6%	8%	10%	11%	7%	9%
Voter Turnout (Nov 2014)	% Filipino-Surnamed	1%	1%	1%	2%	1%	1%
	% Spanish-Surnamed	46%	29%	18%	15%	15%	21%
	% NII White est.	32%	56%	65%	66%	74%	63%
	% NII Black	1%	3%	2%	2%	1%	2%
	Total	914	2,041	2,064	2,735	3,178	10,931
	% Latino	37%	22%	16%	11%	11%	16%
ACS Pop. Est.	% Asian-Surnamed	7%	6%	8%	8%	5%	7%
	% Filipino-Surnamed	1%	1%	1%	1%	0%	1%
Age	% NII White est.	43%	67%	73%	75%	84%	73%
	% NII Black est.	1%	3%	2%	1%	0%	1%
	Total	11,221	10,007	10,603	10,453	9,680	51,964
	age0-19	34%	24%	27%	25%	23%	27%
Immigration	age20-60	56%	62%	57%	52%	51%	56%
	age60plus	10%	15%	15%	23%	26%	18%
	immigrants	42%	31%	21%	23%	17%	27%
Language spoken at home	naturalized	26%	41%	59%	63%	63%	45%
	english	26%	52%	69%	69%	78%	58%
	spanish	64%	30%	14%	14%	8%	27%
	asian-lang	6%	9%	12%	12%	9%	10%
Language Fluency	other lang	3%	9%	5%	5%	5%	5%
	Speaks Eng. "Less than Very Well"	35%	20%	10%	13%	8%	17%
Education (among those age 25+)	hs-grad	40%	49%	54%	52%	51%	49%
	bachelor	12%	20%	27%	27%	28%	23%
	graduatedegree	6%	13%	10%	13%	17%	12%
Child in Household	child-under18	45%	32%	40%	33%	29%	36%
	employed	63%	64%	65%	60%	57%	62%
Work (percent of pop age 16+)	Commute on Public Transit	7%	3%	1%	1%	1%	3%
	income 0-25k	23%	18%	11%	14%	9%	14%
Household Income	income 25-50k	29%	21%	13%	12%	14%	17%
	income 50-75k	17%	17%	16%	14%	13%	15%
	income 75-200k	26%	40%	52%	49%	51%	44%
	income 200k-plus	4%	5%	8%	12%	14%	9%
Housing Stats	single family	53%	51%	77%	85%	91%	72%
	multi-family	47%	49%	23%	15%	9%	28%
	vacant	4%	6%	4%	2%	2%	3%
	occupied	96%	94%	96%	98%	98%	97%
	rented	61%	58%	33%	21%	16%	37%
	owned	39%	42%	67%	79%	84%	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.							

## 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 21621 in the Council Chambers of the Placentia City Hall, 401 East Chapman Avenue, at 7:00 p.m., on Tuesday, July 9, 2019 to vote on the proposal to adjust the boundaries of the Council District Map.

On May 1, 2018, the City of Placentia adopted a council district map, the Olive Map, which established the district boundaries for City Council elections and the sequencing of elections. On that day, the City Council adopted Emergency Ordinance No. O-2018-03 incorporating the adopted Olive Map, relabeled "Council District Map." On June 19, 2018, the City Council adopted Ordinance No. O-2018-02 also incorporating the adopted Council District Map. The Council District Map was implemented for the November 2018 Election. This public hearing concerns the proposal to adjust the boundaries of the Council District Map.

This will be the second of two (2) public hearings concerning the proposal to adjust the boundaries of the City's councilmember districts. The City Council held the first public hearing on June 18, 2019. The purpose of this hearing is for City Council to vote on the proposal to adjust the boundaries of the Council District Map. The proposed map, labeled "2019 Adjusted Map," reflects the adjustments and the sequence of elections, and it has been made available starting on June 11, 2019 at the following locations:

Placentia Library, 411 E. Chapman Avenue

Placentia City Hall, City Clerk's Office, 401 E. Chapman Avenue

Whitten Community Center, 900 S. Melrose Street

On the City's website at: <http://placentia.org/862/Proposed-Adjusted-District-Map>

An interactive map at:

<https://www.arcgis.com/apps/View/index.html?appid=388b12e93d9a4091b0c0933525139607>

The public is invited and encouraged to attend the public hearings 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 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 Service

Published July 2, 2019 – Orange County Register  
Posted July 2, 2019

## AVISO DE AUDIENCIA PÚBLICA

**POR ESTE MEDIO SE NOTIFICA QUE** El Consejo Municipal de la Ciudad de Placentia llevará a cabo una audiencia pública en virtud de la Sección 21621 del Código de Elecciones en las Cámaras del Consejo de la Municipalidad de Placentia, ubicada en 401 East Chapman Avenue, a 7:00 p.m. del martes 9 de julio de 2019, para votar la propuesta de ajustar los límites del Mapa de Distritos del Consejo.

El 1 de mayo de 2018 la Ciudad de Placentia adoptó un mapa de distritos del consejo, denominado Mapa Olivo, que establece los límites de los distritos para las elecciones del Consejo Municipal y la secuenciación de las elecciones. En dicha fecha el Consejo Municipal adoptó la Ordenanza de Emergencia N.º O-2018-03, incorporando el Mapa Olivo adoptado, y denominándolo "Mapa de Distritos del Consejo". El 19 de junio de 2018 el Consejo Municipal adoptó la Ordenanza N.º O-2018-02, incorporando también el Mapa de Distritos del Consejo. El Mapa de Distritos del Consejo fue implementado para las elecciones de noviembre de 2018. Esta audiencia pública refiere a la propuesta de ajustar los límites el Mapa de Distritos del Consejo.

Esta será la segunda de 2 (dos) audiencias públicas respecto de la propuesta de ajustar los límites de los distritos de los miembros del consejo municipal. El Consejo Municipal llevó a cabo la primera audiencia pública el 18 de junio de 2019. El objetivo de esta audiencia es que el Consejo Municipal vote sobre la propuesta de ajustar los límites del Mapa de Distritos del Consejo. El mapa propuesto, denominado "Mapa ajustado 2019", refleja los ajustes y la secuencia de elecciones y se ha puesto a disposición desde el 11 de junio de 2019 en los siguientes lugares:

Biblioteca de Placentia, 411 E. Chapman Avenue  
Oficina de la Secretaría Municipal del Municipio de Placentia, 401 E. Chapman Avenue  
Centro Comunitario Whitten, 900 S. Melrose Street  
En el sitio web municipal: <http://placentia.org/862/Proposed-Adjusted-District-Map>  
Un mapa interactivo:  
<https://www.arcgis.com/apps/View/index.html?appid=388b12e93d9a4091b0c0933525139607>

Se invita y anima al público a asistir a las audiencias públicas y a comentar sobre los temas descritos anteriormente. Debido a restricciones de tiempo y a la cantidad de personas que desean prestar testimonio oral, cada orador estará limitado a 5 (cinco) minutos.

Si tiene alguna pregunta o desea revisar materiales vinculados a este tema, póngase en contacto con la Oficina de la Secretaría Municipal de la Ciudad de Placentia.

Rosanna Ramirez  
Directora de Servicios Administrativos

Publicado el 2 de julio de 2019, Registro del Condado de Orange  
Publicado el 2 de julio de 2019

## 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 21621 節的規定於 2019 年 7 月 9 日（星期二）下午 7 時在普拉森舍市政廳市議會會議室（地址：401 East Chapman Avenue）召開公開聽證會，對調整市議會選區圖邊界的提議進行投票。

2018 年 5 月 1 日，普拉森舍市採納了市議會選區圖 — Olive 選區圖，該選區圖確定了市議會選舉選區邊界和選舉排序。市議會當天採納了第 O-2018-03 號「緊急情況條例」，該條例納入了已採納的 Olive 選區圖，並重新命名為「市議會選區圖」。2018 年 6 月 19 日，市議會採納了第 O-2018-02 號條例，該條例也納入了已採納的市議會選區圖。市議會選區圖在 2018 年 11 月的選舉中實施。本次公開聽證會是有關調整市議會選區圖邊界的提議。

這將是兩（2）次有關調整市議會選區邊界提議的公開聽證會中的第二次會議。市議會於 2019 年 6 月 18 日召開了第一次公開聽證會。本次聽證會的目的是市議會對調整市議會選區圖邊界的提議進行投票。提議的選區圖（稱為「2019 年調整後選區圖」）反映邊界調整和選舉順序，並從 2019 年 6 月 11 日開始可在以下地點查閱：

普拉森舍圖書館，地址：411 E. Chapman Avenue

普拉森舍市政廳市書記官辦公室，地址：401 E. Chapman Avenue

Whitten 社區中心，地址：900 S. Melrose Street

刊載在本市網站上：<http://placentia.org/862/Proposed-Adjusted-District-Map>

互動式選區圖網頁：

<https://www.arcgis.com/apps/View/index.html?appid=388b12e93d9a4091b0c0933525139607>

我們邀請和鼓勵公眾出席公開聽證會，並就上述事項發表意見。由於時間限制和希望提供口頭證詞的人數較多，每位發言人發言時間不得超過五（5）分鐘。

如果您有任何問題或者希望審閱與本事項相關的資料，請洽普拉森舍市書記官辦公室。

**Rosanna Ramirez**

行政管理服務主管

發佈：2019 年 7 月 2 日 — 《橙縣記事報》

刊載：2019 年 7 月 2 日

## 공청회 공지

City of Placentia 시 의회에서 선거법 21621조에 따라 의회 구역 지도의 경계를 조정하는 제안에 대한 투표를 **다음과 같이 실시함을 알려드립니다.** 장소: 401 East Chapman Avenue, 시간: 2019년 7월 9일, 화요일 오후 7시

2018년 5월 1일부로 City of Placentia에서는 시 의회 선거 및 일련의 선거들을 위한 시 의회 선거구 경계를 확립한 의회 구역 지도(올리브 지도)를 채택했습니다. 같은 날 시 의회에서는 "의회 구역 지도"로 재명명되어 채택된 "올리브 맵"을 포함시키는 비상 조례 번호 O-2018-03을 채택했습니다. 2018년 6월 19일, 시 의회에서는 또한 채택된 의회 구역 지도를 포함시키는 조례 번호 O-2018-02를 채택했습니다. 의회 구역 지도가 2018년 11월 선거를 위해 이행되었습니다. 이번의 공청회는 의회 구역 지도의 경계를 조정하는 제안에 관한 것입니다.

이번 공청회는 시의 시의원 구역의 경계를 조정하는 제안에 관한 두(2) 번의 공청회 중 두 번째 것입니다. 시의회는 첫 번째 공청회를 2019년 6월 18일에 열었습니다. 이번 공청회의 목적은 시 의회에서 의회 구역 지도의 경계를 조절하는 제안에 대해 투표를 실시하는 것입니다. 제안된 지도는 "2019년에 조정된 지도"로 명령되었으며 조정 내용과 일련의 선거를 반영하며 다음 위치에서 2019년 6월 11일부터 얻을 수 있습니다:

Placentia Library, 411 E. Chapman Avenue

Placentia City Hall, City Clerk's Office, 401 E. Chapman Avenue

Whitten Community Center, 900 S. Melrose Street

시의 홈페이지: <http://placentia.org/862/Proposed-Adjusted-District-Map>

대화식 지도 사이트:

<https://www.arcgis.com/apps/View/index.html?appid=388b12e93d9a4091b0c0933525139607>

공청회 참석과 위의 설명된 사안에 관한 의견 제공을 위한 많은 시민의 참여를 바랍니다. 시간 제약과 구두 증언을 원하는 많은 개인들로 인해 증인에게 허용되는 시간은 각각 오(5)분으로 제한됩니다.

이 사안에 관한 질문이 있으시거나 자료의 검토를 원하시면, 플라센티아시의 서기 사무실로 문의하십시오.

Rosanna Ramirez

행정 서비스 국장

2019년 7월 2일 발행 - Orange County Register

2019년 7월 2일 게시

## THÔNG BÁO ĐIỀU TRẦN CÔNG CỘNG

**THEO ĐÂY LÀ THÔNG BÁO RẰNG** Hội Đồng Thành Phố của Thành Phố Placentia sẽ mở một buổi điều trần công cộng theo Bộ Luật Bầu Cử Đoạn 21621 tại Phòng Hợp Hội Đồng trong Tòa Thị Chính Placentia, 401 East Chapman Avenue lúc 7:00 tối, Thứ Ba, ngày 9 tháng Bảy, 2019 để bỏ phiếu về đề xuất điều chỉnh ranh giới Bản Đồ Địa Hạt cho Hội Đồng.

Vào ngày 1 tháng Năm, 2018, Thành phố Placentia đã thông qua một bản đồ địa hạt cho hội đồng, Bản Đồ Olive, để thiết lập ranh giới địa hạt cho các cuộc bầu cử Hội Đồng Thành Phố và trình tự các cuộc bầu cử. Vào ngày đó, Hội Đồng Thành Phố đã thông qua Sắc Lệnh Khẩn Cấp Số O-2018-03 để hợp thức hóa Bản Đồ Olive đã phê chuẩn, với tên mới là "Bản Đồ Địa Hạt cho Hội Đồng". Vào ngày 19 tháng Sáu, 2018, Hội Đồng Thành Phố đã thông qua Sắc Lệnh Số O-2018-02 cũng hợp thức hóa Bản Đồ Địa Hạt cho Hội Đồng. Bản Đồ Địa Hạt cho Hội Đồng này được áp dụng cho Cuộc Bầu Cử tháng Mười Một 2018. Buổi điều trần công cộng này liên quan đến đề xuất điều chỉnh ranh giới của Bản Đồ Địa Hạt cho Hội Đồng này.

Đây sẽ là phiên thứ hai trong hai (2) buổi điều trần công cộng liên quan đến đề xuất điều chỉnh ranh giới các địa hạt ủy viên hội đồng của Thành Phố. Hội Đồng Thành Phố đã tổ chức buổi điều trần công cộng đầu tiên vào ngày 18 tháng Sáu, 2019. Mục đích của buổi điều trần này là để Hội Đồng Thành Phố bỏ phiếu về đề xuất điều chỉnh ranh giới của Bản Đồ Địa Hạt cho Hội Đồng. Bản đồ được đề xuất này, được gọi là "Bản Đồ Điều Chỉnh 2019," phản ánh các mục điều chỉnh và trình tự các cuộc bầu cử, và đã được phổ biến bắt đầu từ ngày 11 tháng Sáu, 2019 tại các địa điểm sau:

Thư Viện Placentia, 411 E. Chapman Avenue  
Hội Đồng Thành Phố Placentia, Văn Phòng Thư Ký Thành Phố,  
401 E. Chapman Avenue  
Trung Tâm Cộng Đồng Whitten, 900 S. Melrose Street

Trên trang mạng của Thành Phố tại: <http://placentia.org/862/Proposed-Adjusted-District-Map>

Một bản đồ tương tác tại:

<https://www.arcgis.com/apps/View/index.html?appid=388b12e93d9a4091b0c0933525139607>

Công chúng được mời gọi và khuyến khích tham gia các buổi điều trần công cộng này đồng thời góp ý về những vấn đề mô tả ở trên. Vì giới hạn thời gian và số người muốn phát biểu bằng lời, nên mỗi người sẽ có giới hạn năm (5) phút để nói.

Nếu quý vị có bất cứ thắc mắc nào hoặc muốn xem xét tài liệu liên quan đến vấn đề này, xin vui lòng liên lạc Văn Phòng Thư Ký Thành Phố của Thành Phố Placentia.

Rosanna Ramirez  
Giám Đốc Dịch Vụ Hành Chánh

Công bố ngày 2 Tháng Bảy, 2019 – Orange County Register  
Đăng ngày 2 Tháng Bảy, 2019

**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 elections 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.

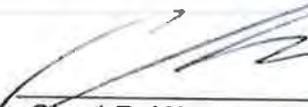
2.10.030 Changes in Boundaries of Council Districts. The City Council may adjust the boundaries of any or all of the districts as provided in Section 600 of the City Charter."

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.

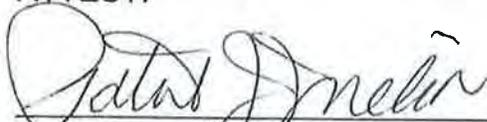
**INTRODUCED** at a regular meeting of the City Council of the City of Placentia held on May 1, 2018.

**PASSED, APPROVED AND ADOPTED this 19th day of June 2018.**

  
Chad P. Wanke



ATTEST:

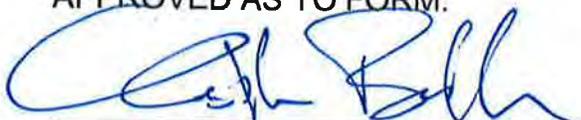
  
Patrick J. Melia, City Clerk

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 19th day of June, 2018 by the following vote:

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

  
Patrick J. Melia, City Clerk

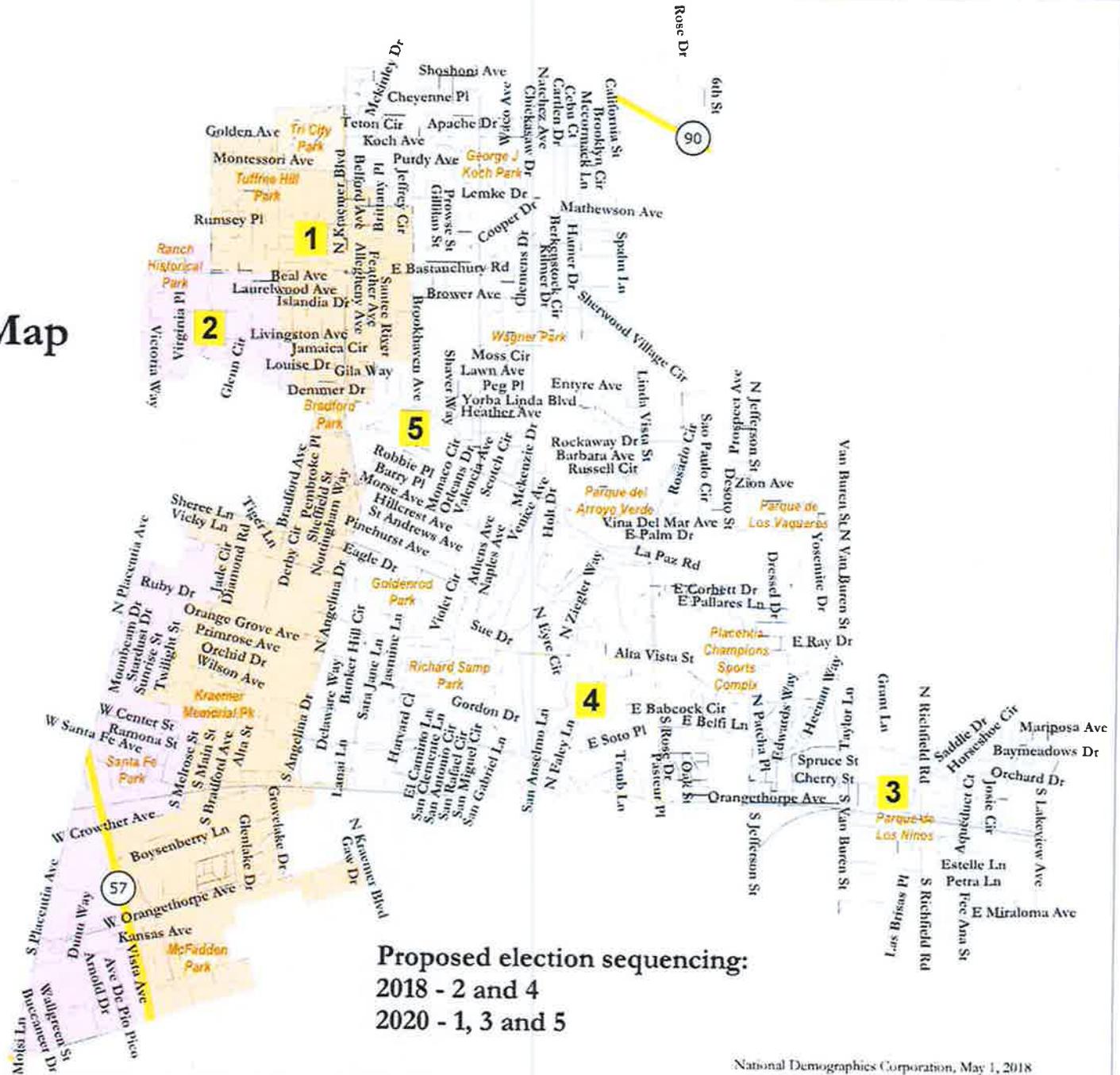
APPROVED AS TO FORM:

  
Christian L. Bettenhausen, City Attorney

# City of Placentia 2018 Districting

## Council District Map

- Map layers**
-  Council Districts
  -  Census Block final
  -  Water Area
  -  Landmark Area
  -  Pipeline/Power Line
  -  Railroad
  -  River
  -  Streets



National Demographics Corporation, May 1, 2018

**ORDINANCE NO. O-2018-03**

**AN EMERGENCY 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 Emergency 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. This Ordinance qualifies as an Emergency Ordinance under Section 615 of the City's Charter as it is necessary to comply with the terms of the Settlement Agreement between the City and Joseph V. Aguirre and ensure that the Orange County Registrar of Voters has sufficient time to implement the new by-district election method in time for the City's November election.

**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 ("Settlement Agreement").

(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."

(xii) Pursuant to the Settlement Agreement, because the Charter amendment measure passed during the November 2016 election, the City is required to approve and adopt one of the final district map plans by May 1, 2018. The Settlement Agreement also provides that the City shall submit the district plans to the Orange County Elections Department to implement the new by-district election method in time for the City's November 2018 general election.

(xiii) The City of Placentia consolidates its general municipal election with the statewide general election. The County of Orange conducts the elections on behalf of the City and canvasses the election results.

(xiv) Therefore, the City Council finds and determines that the preservation of the public peace, health, and safety requires that this Ordinance be enacted as an emergency ordinance pursuant to Section 615 of the City Charter and take effect immediately upon adoption. If this Ordinance does not become effective immediately, but instead becomes effective thirty days after its adoption, the City may not be able to transmit the district boundaries and identification numbers of the districts to the Orange

County Registrar of Voters in time for implementation of the new by-district election system for the November 2018 election. The Emergency Ordinance is also necessary in order to meet the May 1, 2018 deadline set forth in the Settlement Agreement. Therefore, this Ordinance is necessary for the preservation of the public peace, health, and safety, and its urgency is hereby declared.

**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 immediately upon its adoption.

**PASSED, APPROVED AND ADOPTED this 1st day of May, 2018.**



Chad P. Wanke, Mayor

ATTEST:



Patrick J. Melia, City Clerk

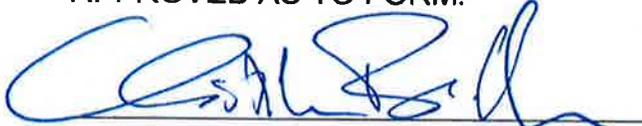
I, Patrick J. Melia, City Clerk of the City of Placentia, do hereby certify that the foregoing Ordinance was adopted at a regular meeting of the City Council of the City of Placentia, held on the 1st day of May, 2018 by the following vote:

AYES:	Councilmembers:	Green, Smith, Yamaguchi, Shader, Wanke
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None
ABSTAIN:	Councilmembers:	None



Patrick J. Melia, City Clerk

APPROVED AS TO FORM:

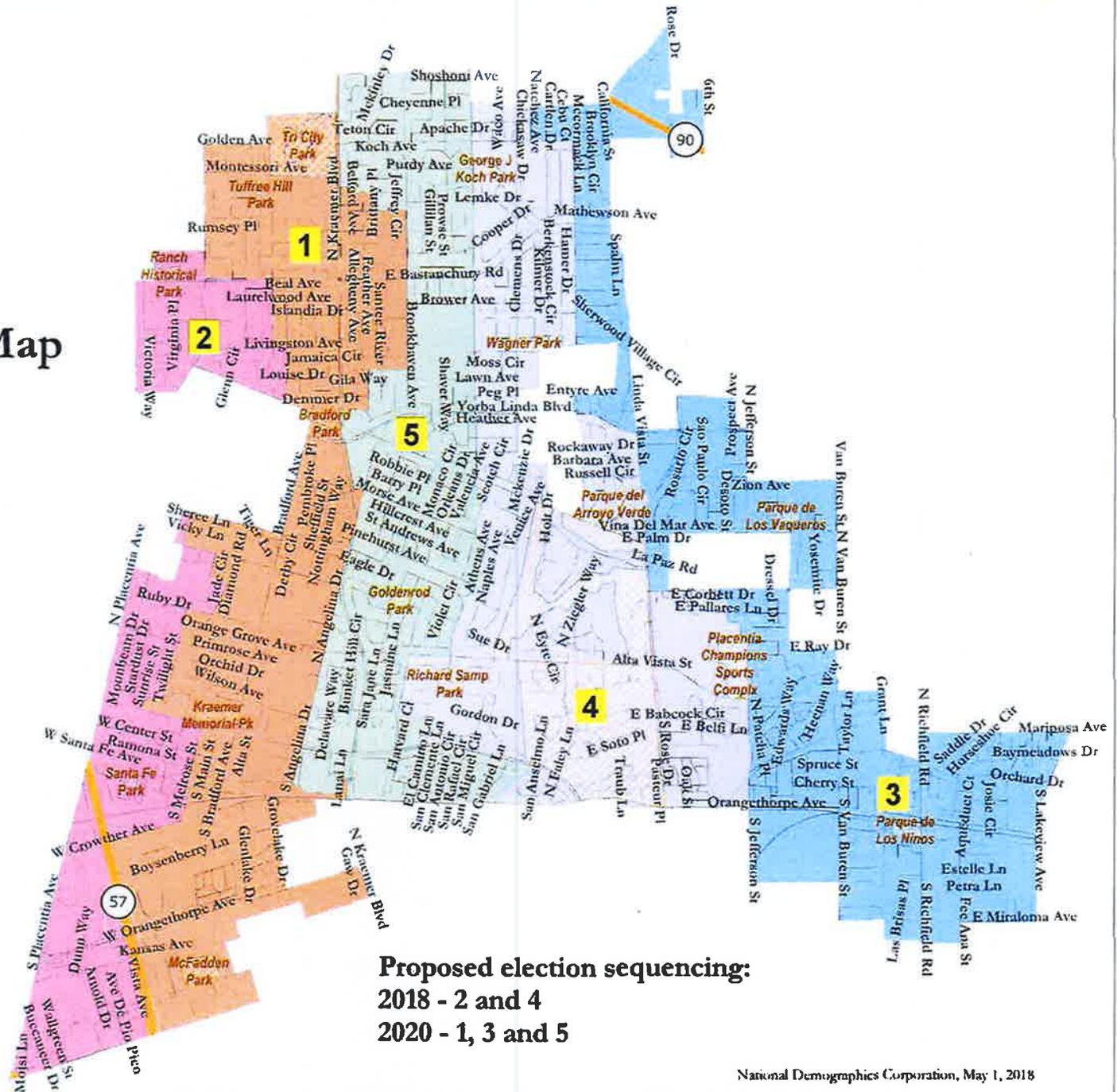


Christian L. Bettenhausen, City Attorney



# City of Placentia 2018 Districting

## Council District Map



**Proposed election sequencing:**  
 2018 - 2 and 4  
 2020 - 1, 3 and 5

National Demographics Corporation, May 1, 2018

**ORDINANCE NO. O-2019-04**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA ADJUSTING THE BOUNDARIES OF THE CITY COUNCIL DISTRICTS AND ADOPTING A MAP WITH THE ADJUSTED BOUNDARIES AND IDENTIFICATION NUMBER OF EACH ELECTORAL DISTRICT**

**City Attorney Summary**

This Ordinance would amend Section 2.10.010 of Chapter 2.10 of the City of Placentia Municipal Code in order to adjust the boundaries of the City Council districts. After holding a series of public hearings, on May 1, 2018, the City Council adopted one of the proposed Council district maps, the Olive Map. The City Council adopted Ordinance No. O-2018-02 and Emergency Ordinance No. O-2018-03 that added Chapter 2.10 entitled "City Council District Boundaries" and adopted the Olive Map establishing the boundaries and identification number of each electoral district. Pursuant to Elections Code Section 21621, the City Council held a public hearing on June 18, 2019 on the proposal to adjust the district boundaries before voting to adopt the 2019 Adjusted Map at the public hearing held on July 9, 2019. Pursuant to subdivision (d) of Section 600 of the City's Charter and Section 2.10.030 of the City's Municipal Code, this Ordinance adjusts the boundaries of the City Council districts as set forth in the 2019 Adjusted Map.

**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 ("Settlement Agreement").

(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 elections 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) On February 6, 2018, the City Council commenced the public hearing process set forth in Elections Code Section 10010 to establish the boundaries of the City Council districts.

(vii) After holding the required hearings under Elections Code Section 10010, the City Council selected one of the proposed district maps, the Olive Map, establishing the district boundaries and identification number of each electoral district.

(viii) In order to meet the deadline set forth in the Settlement Agreement, on May 1, 2018, the City Council adopted Emergency Ordinance No. O-2018-03 adding Chapter 2.10 entitled "City Council District Boundaries" and adopting the Olive Map, renamed "Council District Map," establishing the boundaries and identification number of each electoral district.

(ix) On June 19, 2018, the City Council adopted Ordinance No. O-2018-02 adding Chapter 2.10 entitled "City Council District Boundaries" and adopting the Olive Map, renamed "Council District Map," establishing the boundaries and identification number of each electoral district.

(x) On June 15, 2018, Plaintiff Joseph v. Aguirre, represented by the Mexican American Legal Defense and Educational Fund, initiated a civil action against the City in the Orange County Superior Court (Case No. 30-2018-00999734-CU-BC-NJC), alleging that the City's adoption of the Olive Map failed to comply with the terms of the Settlement Agreement.

(xi) Section 2.10.030 of the Municipal Code and subdivision (d) of Section 600 of the Charter allow the City Council to change the boundaries of any or all of the districts.

(xii) Under Elections Code Section 21621, before adjusting the boundaries of a district, the governing body shall hold at least one public hearing on the proposal to adjust the boundaries of the district prior to the public hearing at which the governing body votes on the proposal.

(xiii) Pursuant to Elections Code Section 21621, the City Council held a public hearing on June 18, 2019 regarding the proposal to adjust the district boundaries prior to holding a public hearing on July 9, 2019 to vote on the proposal.

(xiv) On July 9, 2019, the City Council voted to approve the proposal to adjust the district boundaries as set forth in the 2019 Adjusted Map. The 2019 Adjusted Map adopted on July 9, 2019 is attached hereto as Exhibit "A."

(xv) The adoption of the 2019 Adjusted Map is intended to facilitate settlement of the pending action filed by Plaintiff Joseph V. Aguirre.

**B. Ordinance**

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

SECTION 1. Section 2.10.010 of Chapter 2.10 of the Municipal Code is hereby amended to read as follows:

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 2019 Adjusted Map attached hereto as Exhibit "A" and incorporated herein by this reference.

SECTION 2. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance or Section 2.10.010 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 July 9, 2019.

**PASSED, APPROVED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_ 2019.

\_\_\_\_\_  
Rhonda Shader, Mayor

ATTEST:

\_\_\_\_\_  
Robert S. McKinnell, City Clerk

I, Robert S. McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council held on the 9th day of July 2019 and was finally adopted at a regular meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2019 by the following vote:

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

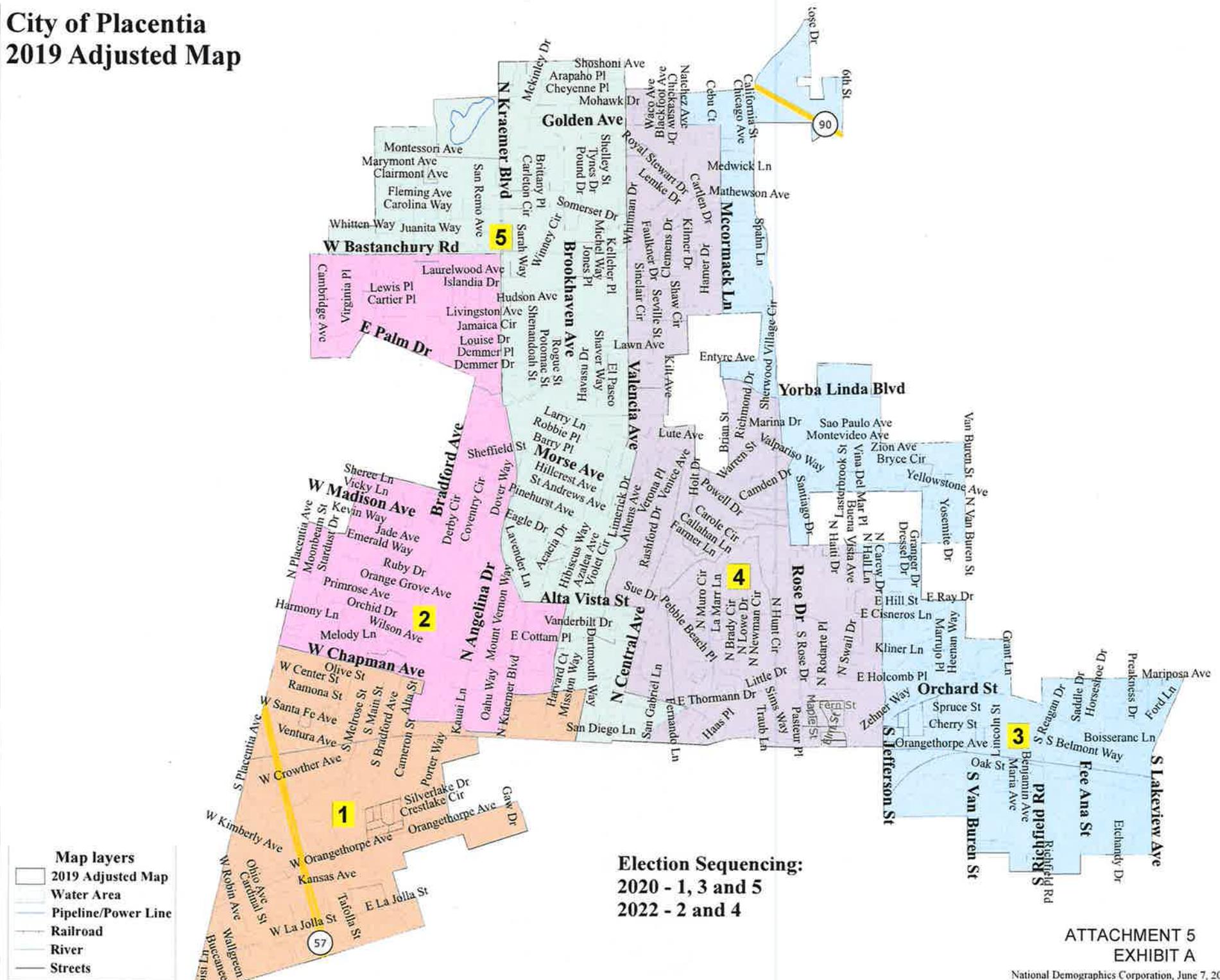
\_\_\_\_\_  
Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

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

Exhibit A  
City of Placentia  
2019 Adjusted Council District Map  
with Election Sequencing and Demographics

# City of Placentia 2019 Adjusted Map



**Election Sequencing:**  
 2020 - 1, 3 and 5  
 2022 - 2 and 4

### City of Placentia - 2019 Adjusted Map

District		1	2	3	4	5	Total
	Total Pop	10,685	9,696	10,081	10,044	10,050	50,555
(Estimated After Block Splits)	Deviation from ideal	574	-415	-30	-67	-61	989
	% Deviation	5.67%	-4.11%	-0.30%	-0.66%	-0.61%	9.78%
<i>Demographic data below are calculated based on whole, unsplit Census Blocks</i>							
Total Pop	% Hisp	80%	37%	25%	16%	17%	36%
	% NH White	12%	43%	50%	57%	66%	45%
	% NH Black	2%	2%	3%	2%	1%	2%
	% Asian-American	5%	16%	21%	24%	14%	16%
Voting Age Pop	Total	7,651	7,651	7,592	7,730	7,480	38,104
	% Hisp	75%	34%	22%	14%	15%	32%
	% NH White	16%	46%	54%	59%	69%	49%
	% NH Black	2%	2%	3%	2%	1%	2%
Citizen Voting Age Pop	% Asian-American	6%	16%	20%	24%	14%	16%
	Total	4,005	6,819	7,162	7,341	7,252	32,578
	% Hisp	61%	28%	26%	17%	17%	27%
	% NH White	25%	51%	53%	57%	66%	53%
Voter Registration (Nov 2016)	% NH Black	1%	3%	2%	2%	1%	2%
	% Asian/Pac.Isl.	13%	16%	18%	23%	16%	18%
	Total	2,785	5,075	5,527	6,648	6,398	26,432
	% Latino est.	54%	34%	22%	17%	18%	25%
	% Asian-Surnamed	7%	8%	11%	12%	8%	10%
	% Filipino-Surnamed	2%	1%	1%	2%	1%	1%
Voter Turnout (Nov 2016)	% Spanish-Surnamed	49%	30%	19%	16%	16%	23%
	% NH White est.	29%	54%	63%	64%	72%	60%
	% NH Black	1%	3%	2%	2%	1%	2%
	Total	2,011	4,028	4,402	5,466	5,347	21,253
	% Latino	52%	32%	20%	17%	17%	24%
	% Asian-Surnamed	6%	8%	10%	11%	7%	9%
Voter Turnout (Nov 2014)	% Filipino-Surnamed	1%	1%	1%	2%	1%	1%
	% Spanish-Surnamed	46%	29%	18%	15%	15%	21%
	% NH White est.	32%	56%	65%	66%	74%	63%
	% NH Black	1%	3%	2%	2%	1%	2%
	Total	914	2,041	2,064	2,735	3,178	10,931
	% Latino	37%	22%	16%	11%	11%	16%
ACS Pop. Est.	% Asian-Surnamed	7%	6%	8%	8%	5%	7%
	% Filipino-Surnamed	1%	1%	1%	1%	0%	1%
	% NH White est.	43%	67%	73%	75%	84%	73%
	% NH Black est.	1%	3%	2%	1%	0%	1%
	Total	11,221	10,007	10,603	10,453	9,680	51,964
Age	age0-19	34%	24%	27%	25%	23%	27%
	age20-60	56%	62%	57%	52%	51%	56%
	age60plus	10%	15%	15%	23%	26%	18%
	Total	42%	31%	21%	23%	17%	27%
Immigration	naturalized	26%	41%	59%	63%	63%	45%
	Total	26%	52%	69%	69%	78%	58%
Language spoken at home	english	64%	30%	14%	14%	8%	27%
	spanish	6%	9%	12%	12%	9%	10%
	asian-lang	3%	9%	5%	5%	5%	5%
	other lang	3%	9%	5%	5%	5%	5%
Language Fluency	Speaks Eng. "Less than Very Well"	35%	20%	10%	13%	8%	17%
Education (among those age 25+)	hs-grad	40%	49%	54%	52%	51%	49%
	bachelor	12%	20%	27%	27%	28%	23%
	graduatedegree	6%	13%	10%	13%	17%	12%
Child in Household	child-under18	45%	32%	40%	33%	29%	36%
	employed	63%	64%	65%	60%	57%	62%
Work (percent of pop age 16+)	Commute on Public Transit	7%	3%	1%	1%	1%	3%
	income 0-25k	23%	18%	11%	14%	9%	14%
Household Income	income 25-50k	29%	21%	13%	12%	14%	17%
	income 50-75k	17%	17%	16%	14%	13%	15%
	income 75-200k	26%	40%	52%	49%	51%	44%
	income 200k-plus	4%	5%	8%	12%	14%	9%
	Total	53%	51%	77%	85%	91%	72%
Household Stats	single family	47%	49%	23%	15%	9%	28%
	multi-family	4%	6%	4%	2%	2%	3%
	vacant	96%	94%	96%	98%	98%	97%
	occupied	61%	58%	33%	21%	16%	37%
	rented	39%	42%	67%	79%	84%	63%
	owned						
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. NH White and NH 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 DEVELOPMENT SERVICES

DATE: JULY 9, 2019

SUBJECT: **INTRODUCTION AND FIRST READING OF ORDINANCE NO. O-2019-XX, ADOPTING NEGATIVE DECLARATION (ND) NO. 2019-02 AND APPROVING ZONING CODE AMENDMENT (ZCA) NO. 2019-01 AND SPECIFIC PLAN AMENDMENT (SPA) NO. 2018-01, RESULTING IN AN AMENDMENT TO THE PLACENTIA MUNICIPAL CODE AND AN AMENDMENT TO SPECIFIC PLAN 5 (SP-5) WHICH WOULD AMEND PLACENTIA MUNICIPAL CODE CHAPTER 23.105 ENTITLED "SPECIFIC PLAN 5" (SP-5) TO ADD HOSPITALITY USES TO THE PERMITTED USES FOR ALL PARCELS (INCLUDING PARCELS 9 AND 11) AND TO MODIFY THE MAXIMUM ALLOWABLE HEIGHT TO BE SEVENTY-FIVE (75) FEET WITHIN THE SPECIFIC PLAN AREA WHICH CONSISTS OF 11 PARCELS ON APPROXIMATELY 19.13 ACRES, GENERALLY LOCATED AT THE NORTHEAST CORNER OF ORANGETHORPE AVENUE AND PLACENTIA AVENUE, AND EXTENDING NORTHBOUND ALONG PLACENTIA AVENUE ONTO KIMBERLY AVENUE (BRIAN CHUCHUA)**

FISCAL  
IMPACT: No Impact

### **SUMMARY:**

The applicant, Brian Chuchua, requests approval of a Zoning Code and Specific Plan Amendment (SPA) to amend the Placentia Municipal Code (PMC) Chapter 23.105 entitled "Specific Plan 5" (SP-5) to add hospitality uses to the permitted uses for all parcels (including Parcels 9 and 11) and to modify the maximum allowable height to be seventy-five (75) feet within the Specific Plan under Zoning Code Amendment (ZCA) 2019-01. The project would also have a corresponding SPA 2018-01 for SP-5 to amend the permitted uses within the Specific Plan to add the hospitality uses and other commercial uses as permitted uses on all parcels and to modify the maximum height permitted within the Specific Plan from fifty (50) to seventy-five (75) feet. On June 11, 2019, the Planning Commission recommended that the City Council adopt Negative Declaration (ND) No. 2019-02 and approve ZCA No. 2019-01 and SPA No. 2018-01.

### **RECOMMENDATION:**

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

1. Open the Public Hearing concerning Ordinance No. O-2019-XX; and

**2. b.**  
**July 9, 2019**

2. Receive the Staff Report, consider all Public Testimony, ask any questions of Staff; and
3. Close the Public Hearing; and
4. Waive full reading, by title only, and introduce for first reading, Ordinance No. O-2019-XX, An Ordinance of the City Council of the City of Placentia, California adopting Negative Declaration (ND) No. 2019-02 for the proposed project and approving Zoning Code Amendment (ZCA) No. 2019-01 and Specific Plan Amendment (SPA) No. 2018-01 resulting in an amendment to Chapter 23.105 entitled "Specific Plan 5" to amend the permitted uses and maximum allowable height permitted within Specific Plan 5.

**REQUEST:**

The applicant, Brian Chuchua, requests approval of a Zoning Code and Specific Plan Amendment to amend the PMC Chapter 23.105 entitled "Specific Plan 5" to add hospitality uses and other commercial uses to the permitted uses for all parcels (including Parcels 9 and 11) and to modify the maximum allowable height to be seventy-five (75) feet within the Specific Plan under ZCA 2019-01. The project would also have a corresponding SPA 2018-01 for SP-5 to amend the permitted uses within the Specific Plan to add the hospitality uses as permitted uses on all parcels and to modify the maximum height permitted within the Specific Plan from fifty (50) to seventy-five (75) feet.

**BACKGROUND:**

SP-5 was approved by the City of Placentia ("City") in 1986 and consists of 11 parcels on approximately 19.13 acres, generally located at the northeast corner of Orangethorpe Avenue and Placentia Avenue, and extending northbound along Placentia Avenue onto Kimberly Avenue. The project site is identified with the following Assessor Parcel Numbers (APN's) and addresses:

**APNs:** 339-112-28, 29, 30, 31, 339-112-35, 36, 37, 339-112-25, 26, 27, 339-112-21, 339-112-09, 339-112-17.

**Addresses:** 600 S. Placentia Avenue, 620 S. Placentia Avenue, 640 S. Placentia Avenue, 721 W. Kimberly Avenue, 781 W. Kimberly Avenue, 711 W. Kimberly Avenue, 701 W. Kimberly Avenue, 750 S. Placentia Avenue, 770 S. Placentia Avenue, 710 W. Kimberly Avenue, 700 W. Kimberly Avenue, 774 S. Placentia Avenue, 776 S. Placentia Avenue, 777 W. Orangethorpe Avenue, 797 W. Orangethorpe Avenue, 735 W. Orangethorpe Avenue.

SP-5 was adopted by the City to provide a "site for retailers and businesses, which through the characteristics of their respective services offered, cater to the entire community." The Specific Plan has been amended several times, including in 1988, 1990, 1995 and 1997. Mr. Brian Chuchua owns 777 W. Orangethorpe Avenue, which was the home of Premier Chrysler Jeep of Placentia from 1986 to 2018. This property, also known as Parcel 9 of SP-5, is a key revenue producing commercial property in the City that is currently sitting vacant. On June 11, 2019, the Planning Commission recommended adoption of ND No. 2019-02 and recommended approval of ZCA No. 2019-01 and SPA No. 2018-01.

**DISCUSSION:**

The proposed project would amend SP-5 and the underlying land use designation of the project site to add hospitality uses to the permitted uses for all parcels (including Parcels 9 and 11) and to modify the maximum allowable height to be seventy-five (75) feet within the Specific Plan under ZCA 2019-01. The project would also have a corresponding SPA 2018-01 for SP-5 to amend the permitted uses within the Specific Plan to add the hospitality uses as permitted uses on all parcels and to modify the maximum height permitted within the Specific Plan from fifty (50) to seventy-five (75) feet. The SP-5 location map is provided below for reference:



**Applicable Code Sections – Placentia Municipal Code**

The subject property is currently zoned SP-5 with an underlying land use designation of “Specific Plan.” The permitted and conditionally permitted uses within SP-5 focus on hospitality, office, research and development, retail, and restaurant uses. The Specific Plan designation provides a greater flexibility of uses that is not generally featured in zones such as the C-2 (Community Commercial) and M (Manufacturing) zones. Specific Plans are generally structured to attract certain specific uses and to provide Staff greater flexibility in features of the development which do not fully comply with the development standards, thereby requiring a ZCA to amend SP-5 pursuant to Section 23.96.010 of the PMC. Although the proposed action will alter the uses permitted within SP-5, pursuant to PMC Section 23.75.010(a), construction of all new buildings shall require a Development Plan Review to be reviewed and approved at a noticed public hearing before the Planning Commission, and a Use Permit is required prior to approval of conditionally permitted uses.

## **ANALYSIS**

### **Consistency with the General Plan**

The General Plan features policies that promote the reinvestment of underutilized properties while being sensitive to the suburban atmosphere and requires new developments to provide adequate improvements and pay impact fees to offset the demand costs on City services and facilities. The proposed ZCA and SPA are consistent with the following Land Use policies of the General Plan:

*Policy 1.1* – Large, contiguous vacant or underutilized parcels should be comprehensively planned for development to minimize effects on the City suburban atmosphere.

*Policy 2.1* – The distribution of land uses within the general plan shall be such as to achieve an economical community which will not require added public expenditures per household, per commercial establishment, or per employee to finance new development or to update existing development.

*Policy 2.5* – Ensure new developments provide adequate improvements, dedications, and fees to the City to fully cover the project's demand costs on City services and facilities.

Development of a large vacant property (777 W. Orangethorpe Avenue, also known as Parcel 9 of SP-5) will promote further compatibility with existing developments and hospitality uses within the surrounding area and will stimulate investment and business activity which will strengthen the economic vitality of the City. Future development within the PMC area will provide necessary improvements within the public right-of-way including street resurfacing and installation of new sidewalks, gutters, and driveway approaches; and removal and replacement of public landscaping. Impact fees will be required to be paid by developers to offset any associated impacts on City services and facilities. Overall, the proposed ZCA and SPA will be consistent with the General Plan and will result in a compatible continuation to existing land uses and development within the surrounding area.

As previously stated, SP-5 was adopted by the City to provide a “site for retailers and businesses, which through the characteristics of their respective services offered, cater to the entire community.” The Specific Plan has been amended several times to accommodate the changing economy and changing land use patterns, including in 1988, 1990, 1995 and 1997. This application was initiated by Mr. Brian Chuchua, who owns 777 W. Orangethorpe Avenue. This property was the home of Premier Chrysler Jeep of Placentia from 1986 to 2018. This property, also known as Parcel 9 of SP-5, is a key revenue producing commercial property in the City that is currently sitting vacant. Staff has been working with Mr. Chuchua to achieve a replacement development for his property that would be consistent with the provisions of SP-5 and that would generate economic growth, and provide local jobs and revenue.

### **Planning, Community, Economic Development, and Housing Ad Hoc Committee**

All major development projects and Advanced Planning efforts within the City of Placentia require review by the Planning, Community, Economic Development, and Housing Ad Hoc Committee.

The Committee reviewed this proposal on several occasions, and the City Council Ad Hoc Committee fully supports this proposal. The Ad Hoc Committee is supportive of amending SP-5 to attract a new hospitality use, a new auto retailer use, or alternatively, a mix of uses that may include hospitality, restaurant, and retail.

**CEQA:**

An initial study has been prepared by PGN, a professional environmental firm. This document evaluated all California Environmental Quality Act (CEQA) issues contained in the latest Initial Study (IS) Checklist form. The evaluation determined that the project could not have a significant impact on the environment, and a Negative Declaration will be prepared. Based on the findings in the IS, the City proposes to adopt ND No. 2019-02 for the ZCA and SPA. A Notice of Intent to Adopt a Negative Declaration (NOI) was issued for this project by the City. The IS and NOI has been circulated for a 20-day public comment period and no comments were received during the comment period. On June 11, 2019, the Planning Commission recommended adoption of ND No. 2019-02. The final IS/ND package regarding this project is attached.

**CONCLUSION:**

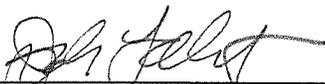
The proposed project is consistent with the City's General Plan and Staff fully supports this ZCA and SPA. The proposed ZCA/SPA will be compatible with adjacent land uses and, as indicated in the draft IS/ND, the project will not result in any adverse impacts to the surrounding area or to surrounding properties.

**Recommending Body Determination:**

On June 11, 2019, the City of Placentia Planning Commission held a public hearing and recommended that the City Council adopt ND No. 2019-02 for this project and approve ZCA No. 2019-01 and SPA No. 2018-01.

Prepared, reviewed and approved:

Reviewed and approved:

  
\_\_\_\_\_  
Joseph M. Lambert  
Director of Development Services

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

**Attachments:**

1. Ordinance O-2019-XX – Draft ordinance adopting Negative Declaration (ND) No. 2019-02 and approving Zoning Code Amendment (ZCA) No. 2019-01 and Specific Plan Amendment (SPA) No. 2018-01  
Exhibit A: Amendment to City of PMC Chapter 23.105 and Amendment to SP-5  
Exhibit B: Project Area
2. Resolution PC-2019-14 (unsigned)
3. Initial Study and Draft Negative Declaration No. 2019-02

**ORDINANCE NO. O-2019-05**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA ADOPTING A NEGATIVE DECLARATION (ND) NO. 2019-02 FOR THE PROPOSED PROJECT AND APPROVING ZONING CODE AMENDMENT (ZCA) NO. 2019-01 AND SPECIFIC PLAN AMENDMENT (SPA) NO. 2018-01 RESULTING IN AN AMENDMENT TO CHAPTER 23.105 ENTITLED "SPECIFIC PLAN 5" TO AMEND THE PERMITTED USES AND MAXIMUM ALLOWABLE HEIGHT PERMITTED WITHIN SPECIFIC PLAN 5**

City Attorney Summary

This Ordinance (Ordinance No. O-2019-XX would amend Chapter 23.105 to the City of Placentia Municipal Code modifying the permitted uses for Parcel 9 and 11 of Specific Plan 5 and increasing the maximum height within the Specific Plan 5 area from fifty feet to seventy-five feet, which is bordered by Placentia Avenue, Orangethorpe Avenue and the 57 Freeway. Additionally, amending Chapter 23.105 results in an amendment to Specific Plan 5 of the City of Placentia.

**A. Recitals.**

(i.) Opportunities for revitalization of the project area are afforded through the potential future construction of hospitality uses and related on Parcels 9 and 11 of Specific Plan 5. The purpose of permitted land use modifications and maximum height allowance is to provide for redevelopment of Specific Plan 5 to promote additional hospitality and retail uses within the area. This project area allows for various commercial and retail including, hotel, office, and restaurants. The project area will have further promoted a symbiotic relationship with TOD Packing House District and Old Town Revitalization Plan project areas, thereby ensuring the economic vitality of all districts and contribute to the fiscal stability of the City of Placentia.

(ii.) The City of Placentia wishes to adopt modified permitted uses for Parcels 9 and 11 of Specific Plan 5 and a modified height standard for the project area. Implementation of a Municipal Code amendment and Specific Plan amendment require various City Council approvals including, including amending Chapter 23.105 entitled "Specific Plan 5" to the City of Placentia Municipal Code creating additional permitted uses for Parcel 9 and 11 under Section 23.105.050 and modifying Section 23.1058.070 Height to increase the maximum height of structures from fifty feet to seventy-five feet, and certification of a Negative Declaration to ensure environmental impacts of the ZCA and SPA are mitigated to a level that is less than significant in accordance with the with the California Environmental Quality Act ("CEQA") and the City of Placentia Environmental Guidelines as codified in Title 14 of the California Code of Regulations ("CCR") Section 15000 et. seq., Public Resources Code Section 21000 et. seq.

(iii.) In accordance with CEQA, an Initial Study was prepared to review and consider the environmental impacts of the land use change. Based upon the Initial Study, on or about July 7, 2017, the City of Placentia, as lead agency, published a Notice of Intent to Adopt a Negative Declaration (ND) No. 2019-02 based on preparing an Initial Study finding that the project could not have a significant impact on the environment, and a Negative Declaration has been prepared in accordance with CCR Section 15070.

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

(v.) On or about June 11, 2019, the Planning Commission of the City of Placentia held a duly noticed public hearing and recommended to the City Council approval of the modifications to the Municipal Code Chapter 23.105 Specific Plan 5 to add hospitality uses and other permitted uses to the list of permitted uses for Parcels 9 and 11 under Section 23.105.050 and to modify Section 23.105.070 to increase the maximum allowable height from fifty feet to seventy-five feet together with corresponding changes to Specific Plan 5, and adoption of a Negative Declaration for the entire project.

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

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

## **B. Ordinance.**

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

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

SECTION 2. The Negative Declaration circulated for public review contains all contents as required in CCR Section 15071. The City has complied with the requirements of CEQA and the City of Placentia Environmental Guidelines. The City Council hereby certifies and adopts Negative Declaration (ND) 2019-02 for the project in compliance with CEQA and the City of Placentia Environmental Guidelines.

SECTION 3. The City Council further approves an amendment to the City of Placentia Municipal Code and to Specific Plan 5 (SP-5) by amending Chapter 23.105

entitled "Specific Plan 5" to add hospitality uses and other related to the permitted uses for Parcels 9 and 11 under Section 23.105.050 and the increase the maximum height of structures within the Specific Plan from fifty to seventy-five feet under Section 23.105.070 as set forth in Exhibit "A".

SECTION 4. The City Council finds, in accordance with the requirements of Section 23.96.040 ("Amendments") of the Placentia Municipal Code, that the proposed amendments to the Municipal Code will not be detrimental to the health, safety or general welfare of the persons residing or working within the neighborhood of the proposed amendment or within the city, and that it will not be injurious to property or improvements within the neighborhood or within the city. The City Council also finds that the amendment is consistent with the latest adopted General Plan.

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

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

**INTRODUCED** at a regular meeting of the City Council of the City of Placentia held on July 9, 2019.

**PASSED, APPROVED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

\_\_\_\_\_  
Rhonda Shader, Mayor

ATTEST:

\_\_\_\_\_  
Robert S. McKinnell, City Clerk

I, Robert S. McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council held on the 9th day of July 2019 and was finally adopted at a regular meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2019 by the following vote:

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

\_\_\_\_\_  
Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

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

## Exhibit "A"

### Amendment to City of Placentia Municipal Code Chapter 23.105 and Amendment to Specific Plan 5

#### Title 23 ZONING

#### Chapter 23.105 SPECIFIC PLAN 5

#### Note

\* Prior ordinance history: Ordinances 86-O-118, 88-O-118 and 90-O-101.

#### **23.105.010 Location.**

This specific plan shall encompass 19.13 +/- net acres at the northeast corner of Placentia Avenue and Orangethorpe Avenue, 727 +/- feet south of Crowther Avenue and lying west of Placentia Storm Drain Channel, represented by the following specific plan area map:



**23.105.020 Purpose.**

The specific plan is intended to provide a site for retailers and businesses, which through the characteristics of their respective services offered, cater to the entire community. (Ord. 95-O-118, 1995)

**23.105.030 Permitted uses for parcels 1, 2, 3, 4, 5, 6, 8 and 10.**

All retail, business and office uses are permitted on these parcels as shown on Exhibit A attached to the ordinance codified in this chapter and on file in the office of the city clerk, including but not limited to the following examples:

- (1) Apparel stores;
- (2) Appliance stores;
- (3) Educational and training offices;
- (4) Financial institutions;
- (5) Food stores;
- (6) General administrative offices;
- (7) Health clubs;;
- (8) Home improvement centers;
- (9) Hotels with lounges;
- (10) Medical and dental offices and clinics;
- (11) Professional offices;
- (12) Research and development including laboratories;
- (13) Restaurants including drive-through facilities;
- (14) Sales and service operations with or without light assembly and storage;
- (15) Small outdoor seating areas per Section 23.81.165;
- (16) Use conformity determination.

Notwithstanding the provisions of this section, the planning commission of the city of Placentia may, upon application made pursuant to the provisions of Chapter 23.87, review and determine whether a proposed use, not otherwise specified in this section, conforms to the intent and purpose of this chapter with regard to permitted uses and has characteristics similar to those uses listed in this section. The city administrator shall determine the number of plot plans to be submitted together with the application. The planning commission shall make the findings required by Section 23.87.040(1) and (2) in making any such determination. (Ord. O-2010-09 § 5, 2010; Ord. 97-O-107 § 1, 1997; Ord. 95-O-118, 1995)

### **23.105.040 Permitted uses for parcels 6 and 7.**

The primary purpose of parcels 6 and 7 is hotel in nature. All retail, business and office uses listed in Section 23.105.030 shall be permitted. (Ord. 95-O-118, 1995)

### **23.105.050 Permitted uses for parcels 9 and 11.**

The primary purpose of these parcels is to provide a site for motor vehicle dealerships, and for other selected other commercial uses. Hospitality uses listed in Section 23.105.030 shall be permitted. General retail, financial, office, medical, and restaurant uses including drive-through facilities listed in Section 23.105.030 shall be permitted.

### **23.105.60 Uses subject to obtaining a use permit for all parcels.**

- (1) Establishments that sell alcoholic beverages including on- and off-sale;
- (2) Uses similar to those permitted in Section 23.105.030 with special design characteristics which have the potential to adversely affect the health, safety and general welfare of the surrounding neighborhood;
- (3) Large outdoor seating areas per Section 23.81.165. (Ord. 97-O-107 § 2, 1997; Ord. 95-O-118, 1995)

### **23.105.070 Height.**

Maximum allowable building height shall be ~~fifty (50)~~ seventy-five (75) feet. Rooftop amenities and architectural projections, such as and not limited to, clubhouses, swimming pools, tennis courts, open space areas, fitness centers, are permitted to project 16 ft. above the maximum height limit if integrated into the overall design of the project and the maximum rooftop building coverage is limited to 40% of the rooftop floor area.

### **23.105.080 Lot coverage.**

Not more than eighty-five (85) percent of the net lot area shall be devoted to main and accessory building area, parking area or driveways except on those lots containing an auto dealership where one hundred (100) percent coverage shall be permitted. (Ord. 95-O-118, 1995)

### **23.105.090 Front yard setback.**

Minimum front yard setbacks shall be fifteen (15) feet. All of the required yard area shall be landscaped and maintained, except for drive entrances. (Ord. 95-O-118, 1995)

**23.105.100 Side yard.**

Minimum side yard setback shall be fifteen (15) feet when adjacent to public streets. Side yards adjacent to public streets shall be landscaped and maintained. All other side yards shall be a minimum of three (3) feet. Parking shall be permitted within the side yard setback except in areas designed for landscaping. (Ord. 95-O-118, 1995)

**23.105.110 Rear yard.**

Minimum rear yard setback shall be fifteen (15) feet. A minimum of five (5) feet shall be landscaped and maintained. (Ord. 95-O-118, 1995)

**23.105.120 Distance between buildings.**

The minimum distance between buildings shall be twelve (12) feet, except for buildings on parcels 9 and 11. (Ord. 95- O-118, 1995)

**23.105.130 Walls and fences.**

All fences shall be six (6) feet high chain link with one (1) inch private decorative slatting, color to be compatible with architecture of building. These fences shall occur along the southerly, easterly and northerly exterior property lines on parcels 1 through 7, as shown on Exhibit A attached to the ordinance codified in this chapter and on file in the office of the city clerk. (Ord. 95-O-118, 1995)

**23.105.140 On-site parking.**

Parking shall be provided per Chapter 23.78 for all areas covered by the specific plan, with the following exceptions:

- (1) (A) Parking for parcels 1 and 2 shall be combined to meet requirements.
- (B) Parking for parcels 3 and 4 shall be combined to meet requirements.
- (2) Reciprocal parking shall be provided between parcels 1 and 2 and parcels 3 and 4. (Ord. 95-O-118, 1995)

**23.105.150 Signs.**

All signs shall be integrated with the design of the development and shall reflect the architecture of the building except those provided for in Section 23.90.160 (temporary advertising devices) and shall not be located in such a manner as to constitute a hazard to pedestrian or vehicular traffic, and shall comply with all local building and electrical codes and their supporting structures shall be enclosed, structurally safe and maintained in good condition.

- (1) (A) Project entry monument signs shall not exceed four (4) feet in height and twenty-four (24) feet in length.  
(B) Two project entry signs as shown on Exhibit B, attached to the ordinance codified in this chapter, shall be permitted.
- (2) Interior monument signs shall not exceed four (4) feet in height and ten and one-half (10.5) feet in length.
- (3) (A) Freeway signs shall not exceed twenty (20) feet in height above freeway driving surface.  
(B) Freeway signs shall not exceed fifteen (15) feet in width.  
(C) Two freeway signs as shown on Exhibit B, attached to the ordinance codified in this chapter, shall be permitted.
- (4) (A) Building tenant directory signs shall not exceed six and one-half (6.5) feet in height and five (5) feet in width.  
(B) Seven (7) building tenant directory signs as shown on Exhibit B, attached to the ordinance codified in this chapter, shall be permitted.
- (5) (A) Tenant identification signs shall meet the material and design criteria dictated by the sign specifications for the park.  
(B) Each tenant identification sign shall not exceed one and one-half (1.5) square foot per lineal foot of building frontage on which the sign is located.
- (6) (A) Truck door identification signs shall be attached to the building. No portion of any sign may project more than six (6) inches from the face of the building to which it is attached.  
(B) Each truck door identification sign shall not exceed four (4) square feet.
- (7) Additional signs shall be permitted subject to the review and approval of the planning commission. (Ord. 95-O- 118, 1995)

**Exhibit "B"**  
**Project Area**



## RESOLUTION NO. PC-2019-14

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF PLACENTIA, CALIFORNIA RECOMMENDING TO THE CITY COUNCIL 1.) APPROVAL OF ZONING CODE AMENDMENT (ZCA) NO. 2019-01 AND SPECIFIC PLAN AMENDMENT (SPA) NO. 2018-01, CONSIDERATION OF AN AMENDMENT TO THE PLACENTIA MUNICIPAL CODE AND AN AMENDMENT TO SPECIFIC PLAN 5 (SP-5) WHICH WOULD AMEND PLACENTIA MUNICIPAL CODE CHAPTER 23.105 ENTITLED "SPECIFIC PLAN 5" (SP-5) TO ADD HOSPITALITY USES AND OTHER COMMERCIAL USES TO THE PERMITTED USES FOR ALL PARCELS (INCLUDING PARCELS 9 AND 11) AND TO MODIFY THE MAXIMUM ALLOWABLE HEIGHT TO BE SEVENTY-FIVE (75) FEET WITHIN THE SPECIFIC PLAN AREA, AND; 2.) ADOPTING A NEGATIVE DECLARATION (ND) NO. 2019-02 FOR THE PROPOSED PROJECT**

### **A. Recitals.**

(i). On June 11th, 2019, the Planning Commission of the City of Placentia conducted, and concluded, a duly noticed public hearing, as required by law, to consider approve Zoning Code Amendment (ZCA) No. 2019-01 and Specific Plan Amendment (SPA) No. 2018-01 the Placentia Municipal Code Chapter 23.105 entitled "Specific Plan 5" (SP-5) to add hospitality uses to the permitted uses for all parcels (including Parcels 9 and 11) and to modify the maximum allowable height to be seventy-five (75) feet within the Specific Plan under Zoning Code Amendment 2019-01. The project would also have a corresponding Specific Plan Amendment 2018-01 for Specific Plan 5 (SP-5) to amend the permitted uses within the Specific Plan to add the hospitality uses as permitted uses on all parcels and to modify the maximum height permitted within the Specific Plan from fifty (50) to seventy-five (75) feet.

(ii). An Initial Study was prepared to review and consider the environmental impacts of the Zoning Code Amendment and Specific Plan Amendment in accordance with the California Environmental Quality Act and the City of Placentia Environmental Guidelines as codified in Title 14 of the California Code of Regulations ("CCR") Section 15000 et. seq., Public Resources Code Section 21000 et. seq. and the City of Placentia Environmental Guidelines.

(iii). On or about June 6, 2019, based upon the Initial Study, the City of Placentia, as lead agency, published a Notice of Intent to Adopt a Negative Declaration ("ND") in accordance with CCR Section 15072. Thereafter, on or about June 6, 2019, the City of Placentia published the ND which found that the project could not have a significant

impact on the environment, and a Negative Declaration will be prepared in accordance with CCR Section 15070.

(iv.) On or about June 6, 2019, the City published the draft ND for a period of 20 days for public comment in accordance with CCR Section 15073. After completion of the public review period, the City will prepare written responses to all comment letters received on the Negative Declaration during the public review period for final City Council Consideration.

(v.) The City of Placentia provided notice of public hearing in accordance with California Government Code Section 65090 and the City of Placentia Municipal Code Section 23.96.030 by publication in a local newspaper at least 10 days prior to the public hearing and by direct U.S. mail to all property owners within 300-feet of the proposed project boundaries.

(vi.) All other legal prerequisites to the adoption of this Ordinance have occurred.

**B. Resolution.**

NOW, THEREFORE, the Planning Commission of the City of Placentia makings the following findings and recommendations to the City Council:

SECTION 1. The recitals set forth above are true and correct and adopts those recitals as though fully set forth herein.

SECTION 2. Find that the Negative Declaration circulated for public review contains all contents as required in CCR Section 15071. Moreover, the City has complied with all requirements of the California Environmental Quality Act and the City of Placentia Environmental Guidelines as codified in Title 14 of the California Code of Regulations (“CCR”) Section 15000 et. seq., Public Resources Code Section 21000 et. seq. and the City of Placentia Environmental Guidelines.

SECTION 3. The Planning Commission recommends that the City Council adopt the Negative Declaration for the “project” including the Zoning Code Amendment and Specific Plan Amendment and find that the project will not have a significant effect on the environment in accordance with CCR Section 15070.

SECTION 4. The Planning Commission finds that an amendment to the City of Placentia Municipal Code and Specific Plan 5 (SP-5) by amending the Code and Specific Plan as set forth in Exhibit “A” and find, in accordance with Chapter 23.96 (“Amendments”) of the City of Placentia Municipal Code will not be detrimental to the health, safety or general welfare of the persons residing or working within the neighborhood of the proposed amendment or within the city; will not be injurious to property or improvements within the neighborhood or within the city; nor will it be inconsistent with the latest adopted General Plan.

SECTION 5. Prior to taking this action, the Planning Commission reviewed, considered and has exercised its independent judgment based on substantial evidence on the Negative Declaration and all of the information and data in the administrative record, all oral and written testimony received and finds that the Negative Declaration was prepared in full compliance with the California Environmental Quality Act.

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

Section 7. The Secretary to the Planning Commission shall certify to the adoption of this Resolution.

PASSED and ADOPTED this 11th day of June 2019.

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CHRISTINE 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 11th day of June 2019, and was passed at this regular meeting of the Planning Commission of the City of Placentia held on the 11th day of June 2019, by the following vote:

AYES:	COMMISSION MEMBERS: KELLER, FRANCINE, LEE, TOMAZIC, PEREZ, SCHAEFER
NOES:	COMMISSION MEMBERS: NONE
ABSENT:	COMMISSION MEMBERS: NONE
ABSTAINED:	COMMISSION MEMBERS: NONE

ATTEST:

---

Joseph M. Lambert,  
Secretary to the Planning Commission

APPROVED AS TO FORM:

---

Tom Duarte,  
Assistant City Attorney

- Exhibit A: Amendment to City of Placentia Municipal Code Chapter 23.105 and  
Amendment to Specific Plan 5
- Exhibit B: Map of Project Area

## Exhibit "A"

### Amendment to City of Placentia Municipal Code Chapter 23.105 and Amendment to Specific Plan 5

#### Title 23 ZONING

#### Chapter 23.105 SPECIFIC PLAN 5

##### Note

\* Prior ordinance history: Ordinances 86-O-118, 88-O-118 and 90-O-101.

#### **23.105.010 Location.**

This specific plan shall encompass 19.13 +/- net acres at the northeast corner of Placentia Avenue and Orangethorpe Avenue, 727 +/- feet south of Crowther Avenue and lying west of Placentia Storm Drain Channel, represented by the following specific plan area map:



### **23.105.020 Purpose.**

The specific plan is intended to provide a site for retailers and businesses, which through the characteristics of their respective services offered, cater to the entire community. (Ord. 95-O-118, 1995)

### **23.105.030 Permitted uses for parcels 1, 2, 3, 4, 5, 6, 8 and 10.**

All retail, business and office uses are permitted on these parcels as shown on Exhibit A attached to the ordinance codified in this chapter and on file in the office of the city clerk, including but not limited to the following examples:

- (1) Apparel stores;
- (2) Appliance stores;
- (3) Educational and training offices;
- (4) Financial institutions;
- (5) Food stores;
- (6) General administrative offices;
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- (8) Home improvement centers;
- (9) Hotels with lounges;
- (10) Medical and dental offices and clinics;
- (11) Professional offices;
- (12) Research and development including laboratories;
- (13) Restaurants including drive-through facilities;
- (14) Sales and service operations with or without light assembly and storage;
- (15) Small outdoor seating areas per Section 23.81.165;
- (16) Use conformity determination.

Notwithstanding the provisions of this section, the planning commission of the city of Placentia may, upon application made pursuant to the provisions of Chapter 23.87, review and determine whether a proposed use, not otherwise specified in this section, conforms to the intent and purpose of this chapter with regard to permitted uses and has characteristics similar to those uses listed in this section. The city administrator shall determine the number of plot plans to be submitted together with the application. The planning commission shall make the findings required by Section 23.87.040(1) and (2) in making any such determination. (Ord. O-2010-09 § 5, 2010; Ord. 97-O-107 § 1, 1997; Ord. 95-O-118, 1995)

### **23.105.040 Permitted uses for parcels 6 and 7.**

The primary purpose of parcels 6 and 7 is hotel in nature. All retail, business and office uses listed in Section 23.105.030 shall be permitted. (Ord. 95-O-118, 1995)

### **23.105.050 Permitted uses for parcels 9 and 11.**

The primary purpose of these parcels is to provide a site for motor vehicle dealerships, and for other selected other commercial uses. Hospitality uses listed in Section 23.105.030 shall be permitted. General retail, financial, office, medical, and restaurant uses including drive-through facilities listed in Section 23.105.030 shall be permitted.

### **23.105.60 Uses subject to obtaining a use permit for all parcels.**

- (1) Establishments that sell alcoholic beverages including on- and off-sale;
- (2) Uses similar to those permitted in Section 23.105.030 with special design characteristics which have the potential to adversely affect the health, safety and general welfare of the surrounding neighborhood;
- (3) Large outdoor seating areas per Section 23.81.165. (Ord. 97-O-107 § 2, 1997; Ord. 95-O-118, 1995)

### **23.105.070 Height.**

Maximum allowable building height shall be fifty (50) seventy-five (75) feet. Rooftop amenities and architectural projections, such as and not limited to, clubhouses, swimming pools, tennis courts, open space areas, fitness centers, are permitted to project 16 ft. above the maximum height limit if integrated into the overall design of the project and the maximum rooftop building coverage is limited to 40% of the rooftop floor area.

### **23.105.080 Lot coverage.**

Not more than eighty-five (85) percent of the net lot area shall be devoted to main and accessory building area, parking area or driveways except on those lots containing an auto dealership where one hundred (100) percent coverage shall be permitted. (Ord. 95-O-118, 1995)

### **23.105.090 Front yard setback.**

Minimum front yard setbacks shall be fifteen (15) feet.  
All of the required yard area shall be landscaped and maintained, except for drive entrances. (Ord. 95-O-118, 1995)

**23.105.100 Side yard.**

Minimum side yard setback shall be fifteen (15) feet when adjacent to public streets. Side yards adjacent to public streets shall be landscaped and maintained. All other side yards shall be a minimum of three (3) feet. Parking shall be permitted within the side yard setback except in areas designed for landscaping. (Ord. 95-O-118, 1995)

**23.105.110 Rear yard.**

Minimum rear yard setback shall be fifteen (15) feet. A minimum of five (5) feet shall be landscaped and maintained. (Ord. 95-O-118, 1995)

**23.105.120 Distance between buildings.**

The minimum distance between buildings shall be twelve (12) feet, except for buildings on parcels 9 and 11. (Ord. 95- O-118, 1995)

**23.105.130 Walls and fences.**

All fences shall be six (6) feet high chain link with one (1) inch private decorative slatting, color to be compatible with architecture of building. These fences shall occur along the southerly, easterly and northerly exterior property lines on parcels 1 through 7, as shown on Exhibit A attached to the ordinance codified in this chapter and on file in the office of the city clerk. (Ord. 95-O-118, 1995)

**23.105.140 On-site parking.**

Parking shall be provided per Chapter 23.78 for all areas covered by the specific plan, with the following exceptions:

(1) (A) Parking for parcels 1 and 2 shall be combined to meet requirements.

(B) Parking for parcels 3 and 4 shall be combined to meet requirements.

(2) Reciprocal parking shall be provided between parcels 1 and 2 and parcels 3 and 4. (Ord. 95-O-118, 1995)

### **23.105.150 Signs.**

All signs shall be integrated with the design of the development and shall reflect the architecture of the building except those provided for in Section 23.90.160 (temporary advertising devices) and shall not be located in such a manner as to constitute a hazard to pedestrian or vehicular traffic, and shall comply with all local building and electrical codes and their supporting structures shall be enclosed, structurally safe and maintained in good condition.

(1) (A) Project entry monument signs shall not exceed four (4) feet in height and twenty-four (24) feet in length.

(B) Two project entry signs as shown on Exhibit B, attached to the ordinance codified in this chapter, shall be permitted.

(2) Interior monument signs shall not exceed four (4) feet in height and ten and one-half (10.5) feet in length.

(3) (A) Freeway signs shall not exceed twenty (20) feet in height above freeway driving surface.

(B) Freeway signs shall not exceed fifteen (15) feet in width.

(C) Two freeway signs as shown on Exhibit B, attached to the ordinance codified in this chapter, shall be permitted.

(4) (A) Building tenant directory signs shall not exceed six and one-half (6.5) feet in height and five (5) feet in width.

(B) Seven (7) building tenant directory signs as shown on Exhibit B, attached to the ordinance codified in this chapter, shall be permitted.

(5) (A) Tenant identification signs shall meet the material and design criteria dictated by the sign specifications for the park.

(B) Each tenant identification sign shall not exceed one and one-half (1.5) square foot per lineal foot of building frontage on which the sign is located.

(6) (A) Truck door identification signs shall be attached to the building. No portion of any sign may project more than six (6) inches from the face of the building to which it is attached.

(B) Each truck door identification sign shall not exceed four (4) square feet.

(7) Additional signs shall be permitted subject to the review and approval of the planning commission. (Ord. 95-O- 118, 1995)

Exhibit "B"

Project Area



**Notice of Intent to Adopt a Negative Declaration and  
Draft Initial Study for Specific Plan-5 –  
Zoning Code Amendment 2019-01 (ZCA),  
Specific Plan Amendment 2018-01 (SPA), and  
Negative Declaration 2019-02  
Placentia, County of Orange, California**

*The People are the City*



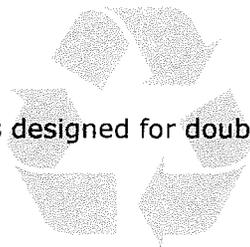
*Lead Agency/Applicant:*  
City of Placentia  
401 East Chapman Avenue  
Placentia, California 92870

*Prepared by:*  
PGN  
PO Box 2473  
Menifee, CA 92586

Update per Planning Commission Recommendation  
June 2019



- This document is designed for double-sided printing -



## Table of Contents

<b>1 Introduction</b>	<b>1</b>
1.1 – Purpose of CEQA	1
1.2 – Public Comments	2
1.3 – Availability of Materials	3
<b>2 Project Description</b>	<b>4</b>
2.1 – Project Title	4
2.2 – Lead Agency Name and Address	4
2.3 – Contact Person and Phone Number	4
2.4 – Project Location	4
2.5 – Project Sponsor’s Name and Address	4
2.6 – General Plan Land Use Designation	5
2.7 – Zoning	5
2.8 – Project Description	5
2.9 – Surrounding Land Uses and Setting	7
2.10 – Required Approvals	8
2.11 – Other Public Agencies Whose Approval is Required	8
2.12 – Tribal Consultation	8
<b>3 Determination</b>	<b>9</b>
3.1 – Environmental Factors Potentially Affected	9
3.2 – Determination	9
<b>4 Evaluation of Environmental Impacts</b>	<b>11</b>
4.1 – Aesthetics	11
4.2 – Agriculture and Forest Resources	13
4.3 – Air Quality	15
4.4 – Biological Resources	17
4.5 – Cultural Resources	19
4.6 – Energy	20
4.7 – Geology and Soils	22
4.8 – Greenhouse Gas Emissions	25
4.9 – Hazards and Hazardous Materials	27
4.10 – Hydrology and Water Quality	30
4.11 – Land Use and Planning	33
4.12 – Mineral Resources	35
4.13 – Noise	36
4.14 – Population and Housing	39
4.15 – Public Services	40
4.16 – Recreation	42
4.17 – Transportation	43
4.18 – Tribal Cultural Resources	46
4.19 – Utilities and Service Systems	47
4.20 – Wildfire	49
4.21 – Mandatory Findings of Significance	50
<b>5 References</b>	<b>53</b>
5.1 – List of Preparers	53
5.2 – Persons and Organizations Consulted	53

# 1 Introduction

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The City of Placentia (Lead Agency) initiated applications for a Zoning Code Amendment (ZCA) and Specific Plan Amendment for Specific Plan No. 5. The City is also serving as the project applicant for the amendments to modify the permissible land uses and height standard within the Specific Plan 5 area. The approval of the applications constitute a *project* that is subject to review under the California Environmental Quality Act (CEQA) 1970 (Public Resources Code, Section 21000 et seq.), and the State CEQA Guidelines (California Code of Regulations, Section 15000 et. seq.).

This Initial Study has been prepared to assess the short-term, long-term, and cumulative environmental impacts that could result from the proposed amendment project.

This report has been prepared to comply with Section 15063 of the State CEQA Guidelines, which sets forth the required contents of an Initial Study. These include:

- A description of the project, including the location of the project (See Section 2);
- Identification of the environmental setting (See Section 2.9);
- Identification of environmental effects by use of a checklist, matrix, or other methods, provided that entries on the checklist or other form are briefly explained to indicate that there is some evidence to support the entries (See Section 4);
- Discussion of ways to mitigate significant effects identified, if any (See Section 4);
- Examination of whether the project is compatible with existing zoning, plans, and other applicable land use controls (See Section 4.11); and
- The name(s) of the person(s) who prepared or participated in the preparation of the Initial Study (See Section 5).

## 1.1 – Purpose of CEQA

The body of state law known as *CEQA* was originally enacted in 1970 and has been amended a number of times since then. The legislative intent of these regulations is established in Section 21000 of the California Public Resources Code, as follows:

The Legislature finds and declares as follows:

- a) The maintenance of a quality environment for the people of this state now and in the future is a matter of statewide concern.
- b) It is necessary to provide a high-quality environment that at all times is healthful and pleasing to the senses and intellect of man.
- c) There is a need to understand the relationship between the maintenance of high-quality ecological systems and the general welfare of the people of the state, including their enjoyment of the natural resources of the state.
- d) The capacity of the environment is limited, and it is the intent of the Legislature that the government of the state take immediate steps to identify any critical thresholds for the health and safety of the people of the state and take all coordinated actions necessary to prevent such thresholds being reached.
- e) Every citizen has a responsibility to contribute to the preservation and enhancement of the environment.
- f) The interrelationship of policies and practices in the management of natural resources and waste disposal requires systematic and concerted efforts by public and private interests to enhance environmental quality and to control environmental pollution.

- g) It is the intent of the Legislature that all agencies of the state government which regulate activities of private individuals, corporations, and public agencies which are found to affect the quality of the environment, shall regulate such activities so that major consideration is given to preventing environmental damage, while providing a decent home and satisfying living environment for every Californian.

The Legislature further finds and declares that it is the policy of the State to:

- a) Develop and maintain a high-quality environment now and in the future, and take all action necessary to protect, rehabilitate, and enhance the environmental quality of the state.
- b) Take all action necessary to provide the people of this state with clean air and water, enjoyment of aesthetic, natural, scenic, and historic environmental qualities, and freedom from excessive noise.
- c) Prevent the elimination of fish or wildlife species due to man's activities, insure that fish and wildlife populations do not drop below self-perpetuating levels, and preserve for future generations representations of all plant and animal communities and examples of the major periods of California history.
- d) Ensure that the long-term protection of the environment, consistent with the provision of a decent home and suitable living environment for every Californian, shall be the guiding criterion in public decisions.
- e) Create and maintain conditions under which man and nature can exist in productive harmony to fulfill the social and economic requirements of present and future generations.
- f) Require governmental agencies at all levels to develop standards and procedures necessary to protect environmental quality.
- g) Require governmental agencies at all levels to consider qualitative factors as well as economic and technical factors and long-term benefits and costs, in addition to short-term benefits and costs and to consider alternatives to proposed actions affecting the environment.

A concise statement of legislative policy, with respect to public agency consideration of projects for some form of approval, is found in Section 21002 of the Public Resources Code, quoted below:

The Legislature finds and declares that it is the policy of the state that public agencies should not approve projects as proposed if there are feasible alternatives or feasible mitigation measures available which would substantially lessen the significant environmental effects of such projects, and that the procedures required by this division are intended to assist public agencies in systematically identifying both the significant effects of proposed projects and the feasible alternatives or feasible mitigation measures which will avoid or substantially lessen such significant effects. The Legislature further finds and declares that in the event specific economic, social, or other conditions make infeasible such project alternatives or such mitigation measures, individual projects may be approved in spite of one or more significant effects thereof.

### **1.2 – Public Comments**

Comments from all agencies and individuals are invited regarding the information contained in this Initial Study. Such comments should explain any perceived deficiencies in the assessment of impacts, identify the information that is purportedly lacking in the Initial Study or indicate where the information may be found. All comments on the Initial Study are to be submitted to:

Joseph M. Lambert, Director of Development Services  
City of Placentia, Development Services Department  
401 East Chapman Avenue, Placentia, California 92870  
O: 714-99--8234  
F: 714-528-4640  
jlambert@placentia.org

Following a 20-day period of circulation and review of the Initial Study, all comments will be considered by the City of Placentia prior to adoption.

### ***1.3 – Availability of Materials***

All materials related to the preparation of this Initial Study are available for public review. To request an appointment to review these materials, please contact:

Joseph M. Lambert, Director of Development Services  
City of Placentia, Development Services Department  
401 East Chapman Avenue, Placentia, California 92870  
O: 714-99--8234  
F: 714-528-4640  
jlambert@placentia.org

## 2 Project Description

### 2.1 – Project Title

Zoning Code Amendment 2019-01, Specific Plan Amendment 2018-01 and Negative Declaration 2019-02

### 2.2 – Lead Agency Name and Address

City of Placentia, Development Services Department  
401 East Chapman Avenue, Placentia, California 92870

### 2.3 – Contact Person and Phone Number

Joseph M. Lambert, Director of Development Services  
714-993-8234

### 2.4 – Project Location

Specific Plan 5 project area encompasses 11 parcels on approximately 19.13 acres, at the northeast corner of South Placentia Avenue and West Orangethorpe Avenue within the City of Placentia, County of Orange, California. The latitude and longitude is 33° 51' 44.23" North and 117° 52' 53.97" West. The project site is identified with the following Assessor Parcel Numbers and addresses:

Specific Plan Parcel	Assessor Parcel Number	Addresses
1	339-112-28	600 S. Placentia Avenue 620 S. Placentia Avenue 640 S. Placentia Avenue
2	339-112-29	721 W. Kimberly Avenue 781 W. Kimberly Avenue
3	339-112-30	711 W. Kimberly Avenue
4	339-112-31	701 W. Kimberly Avenue
5	339-112-35 339-112-36 339-112-37	750 S. Placentia Avenue 770 S. Placentia Avenue
6	339-112-25	710 W. Kimberly Avenue
7	339-112-21	700 W. Kimberly Avenue
8	339-112-26	774 S. Placentia Avenue
9	339-112-27	776 S. Placentia Avenue 777 W. Orangethorpe Avenue
10	339-112-09	797 W. Orangethorpe Avenue
11	339-112-17	735 W. Orangethorpe Avenue

### 2.5 – Project Sponsor's Name and Address

City of Placentia, Development Services Department  
401 East Chapman Avenue, Placentia, California 92870

## 2.6 – General Plan Land Use Designation

The Placentia General Plan Land Use Map designates Parcels 1 through 7 within Specific Plan 5 as SP - Specific Plan, Parcels 8 through 10 as C - Commercial and Parcel 11 as I- Industrial.

## 2.7 – Zoning

The Placentia Zoning Map classifies all parcels within the Specific Plan area as SP-5.

## 2.8 – Project Description

The project consists of amending the Placentia Municipal Code Chapter 23.105 entitled "Specific Plan 5" (SP-5) to add a location map to Section 23.105.010, to modify Section 23.105.050 to add hospitality uses to the permitted uses for Parcels 9 and 11 and to modify Section 23.105.070 Height to allow the maximum allowable height to be seventy-five (75) feet within the Specific Plan under Zoning Code Amendment 2019-01. The project would also have a corresponding Specific Plan Amendment 2018-01 for Specific Plan 5 (SP-5) to amend the permitted uses for Parcels 9 and 11 to add the hospitality uses and to modify the maximum height permitted within the Specific Plan from fifty (50) to seventy-five (75) feet.

### *Proposed Municipal Code Amendments*

Staff is proposing to amend the Placentia Municipal Code, Title 13, Zoning, Chapter 23.105 Specific Plan 5, to modify Section 23.105.010 to add a location map, to modify Section 23.105.050 for Parcel 9 and 11 to add hospitality uses and to increase the maximum allowable height within the entire Specific Plan area from fifty to seventy-five feet as show in Section 23.105.070 below.

The new language shown in **bold face type** and the deletion of language as shown with a ~~strikethrough~~. Language has been added to reflect modifications made at Planning Commission.

Title 23 ZONING Chapter 23.105 SPECIFIC PLAN 5

### **23.105.010 Location.**

This specific plan shall encompass 19.13 +/- net acres at the northeast corner of Placentia Avenue and Orangethorpe Avenue, 727 +/- feet south of Crowther Avenue and lying west of Placentia Storm Drain Channel, **represented by the following specific plan area map:**



23.105.030 Permitted uses for parcels 1, 2, 3, 4, 5, 6, 8 and 10.

All retail, business and office uses are permitted on these parcels as shown on Exhibit A attached to the ordinance codified in this chapter and on file in the office of the city clerk, including but not limited to the following examples:

- (1) Apparel stores;
- (2) Appliance stores;
- (3) Educational and training offices;
- (4) Financial institutions;
- (5) Food stores;
- (6) General administrative offices;
- (7) Health clubs;
- (8) Home improvement centers;
- (9) Hotels with lounges;
- (10) Medical and dental offices and clinics;
- (11) Professional offices;
- (12) Research and development including laboratories;
- (13) Restaurants including drive-through facilities;
- (14) Sales and service operations with or without light assembly and storage;
- (15) Small outdoor seating areas per Section 23.81.165;
- (16) Use conformity determination.

Notwithstanding the provisions of this section, the planning commission of the city of Placentia may, upon application made pursuant to the provisions of Chapter 23.87, review and determine whether a proposed use, not otherwise specified in this section, conforms to the intent and purpose of this chapter with regard to permitted uses and has characteristics similar to those uses listed in this section. The city administrator shall determine the number of plot plans to be submitted together with the application. The planning commission shall make the findings required by Section 23.87.040(1) and (2) in making any such determination.

23.105.040 Permitted uses for parcels 6 and 7.

The primary purpose of parcels 6 and 7 is hotel in nature. All retail, business and office uses listed in Section 23.105.030 shall be permitted.

23.105.050 Permitted uses for parcels 9 and 11.

The primary purpose of these parcels is to provide a site for motor vehicle dealerships **and for other selected commercial uses. Hospitality uses listed in Section 23.105.030 shall be permitted. General retail, financial, office, medical, and restaurant uses including drive-through facilities listed in Section 23.105.030 shall be permitted.**

23.105.070 Height.

Maximum allowable **building** height shall be ~~fifty (50)~~ **seventy-five (75)** feet. **Rooftop amenities and architectural projections, such as and not limited to, clubhouses, swimming pools, tennis courts, open space areas, fitness centers, are permitted to project 16 ft. above the maximum height limit if integrated into the overall design of the project and the maximum rooftop building coverage is limited to 40% of the rooftop floor area.**

*Project Construction*

There is no construction or ground disturbance proposed as a result of the proposed amendments.

The following public services are available to the Project:

- Fire Protection Services Orange County Fire Authority
- Police Protection Services Placentia Police Department
- Public Schools Placentia-Yorba Linda Unified School District
- Library Services Placentia Library District
- City Administrative Services City of Placentia

The following utilities/infrastructure systems and services are available to the Project:

- Water/Sewer Golden State Water
- Electricity Southern California Edison
- Natural Gas The Gas Company
- Telephone/Communications Verizon, or other contract services

**2.9 – Surrounding Land Uses and Setting**

The adjacent General Plan Area Plan(s), Land Use Designation(s), and Zoning(s), if any:

<b>Direction</b>	<b>General Plan Designation</b>	<b>Zoning District</b>	<b>Existing Land Use</b>
Project Site	Parcels 1 to 7: SP - Specific Plan, Parcels 8 to 10: C - Commercial & Parcel 11: I - Industrial	SP-5	Commercial, Office & Hospitality
North	I - Industrial	M - Manufacturing	Industrial
South	I - Industrial, C-Commercial & LDR- Low Density Residential	M- Manufacturing, C-2 – Community Commercial, C-1, Neighborhood Commercial, R-1 (MHP), Single Family Residential (Mobile Home Park), & R-1, Single Family Residential	Commercial, Mobile Home Park & Single Family Residences
East	R-O-W and I - Industrial	R-O-W and M- Manufacturing	State Route 57 & Industrial
West**	Industrial	C-M, M-O & M-P-200	Commercial

\*\* City of Fullerton

## **2.10 – Required Approvals**

The City of Placentia is the only land use authority for this project requiring the following approvals:

- Zoning Code Amendment 2019-01,
- Specific Plan Amendment 2018-01 and
- Negative Declaration 2019-02

## **2.11 – Other Public Agencies Whose Approval is Required**

A summary of the requirements are as follows: None.

## **2.12 – Tribal Consultation**

*Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code section 21080.3.1? If so, is there a plan for consultation that includes, for example, the determination of significance of impacts to tribal cultural resources, procedures regarding confidentiality, etc.?*

No. See Section 4.18 Tribal Cultural Resources for expanded discussion.

## 3 Determination

### 3.1 – Environmental Factors Potentially Affected

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a 'Potentially Significant Impact' as indicated by the checklist on the following pages.

<input type="checkbox"/> Aesthetics	<input type="checkbox"/> Agriculture & Forestry Resources	<input type="checkbox"/> Air Quality
<input type="checkbox"/> Biological Resources	<input type="checkbox"/> Cultural Resources	<input type="checkbox"/> Energy
<input type="checkbox"/> Geology /Soils	<input type="checkbox"/> Greenhouse Gas Emissions	<input type="checkbox"/> Hazards & Hazardous Materials
<input type="checkbox"/> Hydrology/Water Quality	<input type="checkbox"/> Land Use / Planning	<input type="checkbox"/> Mineral Resources
<input type="checkbox"/> Noise	<input type="checkbox"/> Population / Housing	<input type="checkbox"/> Public Services
<input type="checkbox"/> Recreation	<input type="checkbox"/> Transportation	<input type="checkbox"/> Tribal Cultural Resources
<input type="checkbox"/> Utilities/Service Systems	<input type="checkbox"/> Wildfire	<input type="checkbox"/> Mandatory Findings of Significance

### 3.2 – Determination

<input checked="" type="checkbox"/>	I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
<input type="checkbox"/>	I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
<input type="checkbox"/>	I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
<input type="checkbox"/>	I find that the proposed project MAY have a 'potentially significant impact' or 'potentially significant unless mitigated' impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
<input type="checkbox"/>	I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Name: Joseph M. Lambert, Director of Development Services

Date

**EVALUATION OF ENVIRONMENTAL IMPACTS:**

- 1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
- 2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
- 3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.
- 4) "Negative Declaration: Less Than Significant With Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from "Earlier Analyses," as described in (5) below, may be cross-referenced).
- 5) Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:
  - a) Earlier Analysis Used. Identify and state where they are available for review.
  - b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
  - c) Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
- 6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
- 7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
- 8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.
- 9) The explanation of each issue should identify:
  - a) the significance criteria or threshold, if any, used to evaluate each question; and
  - b) the mitigation measure identified, if any, to reduce the impact to less than significance.

## 4 Evaluation of Environmental Impacts

### 4.1 – Aesthetics

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Except as provided in Public Resources Code Section 21099, would the project:				
a) Have a substantial adverse effect on a scenic vista?			☑	
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?			☑	
c) Conflict with applicable zoning and other regulations governing scenic quality?			☑	
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?			☑	

#### Sources

Information used to prepare the Aesthetics section is from the following sources: aerial and ground-level photographs of the project area, the California Department of Transportation website identifying the California Scenic Highway Mapping System: Orange County and the City of Placentia *Municipal Code, Title 23 Zoning*.

#### Environmental Setting

The proposed project is located within an urbanized area, and the project area is developed.

#### Discussion

a) **Less Than Significant Impact.** Scenic vistas can be impacted by development in two ways. First, a structure may be constructed that blocks the view of a vista. Second, the vista itself may be altered (i.e., development on a scenic hillside). The proposed project is located within an urbanized area visually dominated by commercial and industrial land uses. The proposed Zoning Code Amendment and Specific Plan Amendment (project) would not result in significant adverse effects to any scenic vistas or public views of scenic vistas. The project involves amendments to Title 23 of the City’s Municipal Code (Zoning), to SP- 5 regarding permissible land uses and a modification to the maximum allowable height of structures within the Specific Plan area. While every future development scenario cannot be anticipated at this time, the aggregate effect is that any future development would be subject to visual and aesthetic requirements as a result of the proposed code and specific plan amendment. The proposed project would not result in any negative impacts to the City’s visual environment. Therefore, no further analysis of this environmental issue is necessary.

b) **Less Than Significant Impact.** The project is not adjacent to a designated state scenic highway or eligible state scenic highway as identified on the California Scenic Highway Mapping System. Thus, the proposed project would not damage the integrity of existing visual resources or historic buildings located along a State Scenic Highway. A less than significant impact on scenic resources, including but not limited to, trees, rock outcroppings, and historic buildings within a State Scenic Highway, would result. The project site is located in a previously developed, urbanized area, and contains no scenic resources. Due to the absence of on-site scenic resources, a less than significant impact would occur and no further analysis is required.

c) **Less Than Significant Impact.** Development of the proposed project could result in a significant impact if it resulted in substantial degradation of the existing visual character or quality of the site and its surroundings. Degradation of visual character or quality is defined by substantial changes to the existing site appearance through construction of structures such that they are poorly designed or conflict with the site's existing surroundings.

The project involves amendments to Title 23 of the City's Municipal Code (Zoning), to Specific Plan 5 regarding permissible land uses and a modification to the maximum allowable height of structures within the Specific Plan area. Future construction shall adhere to the standards established within the Placentia Municipal Code. Therefore, visual impacts to existing visual character of the City are less than significant and no mitigation is required.

d) **Less Than Significant Impact.** Excessive or inappropriately directed lighting can adversely impact nighttime views by reducing the ability to see the night sky and stars. Glare can be caused from unshielded or misdirected lighting sources. Reflective surfaces (i.e., polished metal) can also cause glare. Impacts associated with glare range from simple nuisance to potentially dangerous situations (i.e., if glare is directed into the eyes of motorists).

All future developments and land use activities would be required to comply with all applicable regulations, including Placentia Municipal Title 23 (Zoning). In accordance with Placentia Municipal Code (PMC) Section 23.78.080 – Lights, all lighting within the parking lot or building lights are required to direct light away from the public right-of-way and any adjoining residential uses. Since project implementation would modify land uses and height of structures, it would not directly or indirectly create any adverse light or glare impacts, and no further analysis is required.

### **Mitigation Measures**

No mitigation is necessary because Aesthetic impacts will be less than significant.

### **Level of Significance After Mitigation**

Not Applicable.

## 4.2 – Agriculture and Forest Resources

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the Project:				
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?				☑
b) Conflict with existing zoning for agricultural use, or a Williamson Act Contract?				☑
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526) or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?				☑
d) Result in the loss of forest land or conversion of forest land to non-forest use?				☑
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?				☑

### Sources

Information used to prepare this section is from the following sources: California Department of Conservation, *Farmland Mapping and Monitoring Program of the California Resources Agency* ([http://www.conservation.ca.gov/dlrp/Pages/qh\\_maps.aspx](http://www.conservation.ca.gov/dlrp/Pages/qh_maps.aspx))

### Environmental Setting

The proposed project is located in a suburban area surrounded by industrial and commercial uses. According to the California Department of Conservation, *Farmland Mapping and Monitoring Program Map*, the City is predominately designated as urban and built up land. There are no current Williamson Act Contract lands as shown on the 2012 Williamson Act Lands map for Placentia.

### Discussion

a) **No Impact.** The proposed project will be located in a fully developed urbanized area. The map of Important Farmland in California (2010) prepared by the Department of Conservation does not identify the project as being Prime Farmland, Unique Farmland, or Farmland of Statewide Importance. No Williamson Act contracts are active for the project. Therefore, because the site has not been designated as Prime Farmland, Unique Farmland, or Farmland of Statewide Importance, there is no impact from the project on these types of farmland.

b) **No Impact.** Currently, the project is designated with zoning as Commercial, Industrial and Specific Plan. The project will be developed consistent with the City Design Guidelines, so it will be aesthetically compatible with surrounding development. The project would have no effect upon agricultural resources within the City of Placentia or any other neighboring city or unincorporated county area.

c) **No Impact.** Public Resources Code Section 12220(g) identifies forest land as *land that can support 10-percent native tree cover of any species, including hardwoods, under natural conditions, and that allows for management of one or more forest resources, including timber, aesthetics, fish and wildlife, biodiversity, water quality, recreation, and other public benefits.* The project site and surrounding properties are not currently being managed or used for forest land as identified in Public Resources Code Section 12220(g). The USDA Forest Service vegetation maps for the project identify it as *urban* type, indicating that it is not capable of growing industrial wood tree species. Therefore, development of this project will have no impact to any timberland zoning.

d) **No Impact.** The project areas are developed; thus, there will be no loss of forest land or conversion of forest land to non-forest use as a result of this project. No impact will occur.

e) **No Impact.** The project area is previously developed within an urban environment. The project would not encroach onto agricultural land and would not encourage the conversion of existing farmland to non-agricultural uses. None of the surrounding sites contain existing forest uses. Development of this project will not change the existing environment in a manner that will result in the conversion of forest land to a non-forest use. No impact will occur.

### **Mitigation Measures**

No mitigation measures are necessary because Agricultural and Forestry impacts will be less than significant.

### **Level of Significance After Mitigation**

Not Applicable

### 4.3 – Air Quality

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Where available, the significance criteria established by the applicable air quality management district may be relied upon to make the following determinations.				
Would the project:				
a) Conflict with or obstruct implementation of the applicable air quality plan?			☑	
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?			☑	
c) Expose sensitive receptors to substantial pollutant concentrations?			☑	
d) Result in other emissions (such as those leading to odors adversely affecting a substantial number of people)?			☑	

#### Sources

Information used to prepare this section is from the following sources: *City of Placentia General Plan*.

#### Environmental Setting

Local jurisdictions, such as the City of Placentia, have the authority and responsibility to reduce air pollution through its police power and decision-making authority. Specifically, the City is responsible for the assessment and mitigation of air emissions resulting from its land use decisions. The City is also responsible for the implementation of transportation control measures as outlined in the 2016 AQMP. Examples of such measures include bus turnouts, energy-efficient streetlights, and synchronized traffic signals. In accordance with CEQA requirements and the CEQA review process, the City assesses the air quality impacts of new development projects, requires mitigation of potentially significant air quality impacts by conditioning discretionary permits, monitoring and enforcing implementation of such mitigation. In accordance with the CEQA requirements, the City does not, however, have the expertise to develop plans, programs, procedures, and methodologies to ensure that air quality within the City and region will meet federal and state standards. Instead, the City relies on the expertise of the SCAQMD and utilizes the SCAQMD CEQA Handbook and CalEEMod as the guidance documents for the environmental review of plans and development proposals within its jurisdiction.

## **Discussion**

a) **Less Than Significant Impact.** The California Environmental Quality Act (CEQA) requires a discussion of any inconsistencies between a proposed project and applicable General Plans and Regional Plans (CEQA Guidelines Section 15125). The regional plan that applies to the proposed project includes the SCAQMD Air Quality Management Plan (AQMP). Therefore, this section discusses any potential inconsistencies of the proposed project with the AQMP.

The Southern California Association of Governments (SCAG) has determined that if a project is consistent with the growth forecasts for the subregion in which it is located, it is consistent with the South Coast Air Quality Management District (SCAQMD) Air Quality Management Plan (AQMP), and regional emissions are mitigated by the control strategies specified in the AQMP. The purpose of the proposed code and specific plan amendments is to update the permissible uses for Parcels 9 and 11 of SP- 5 and to modify if maximum permissible height within the Specific Plan. The future development as Specific Plan was contemplated in the General Plan, SCAG Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS), and the resulting AQMP which was based on the RTP/SCS. Build-out within the projections within the AQMP does not create impacts beyond those already cleared in the RTP/SCS and AQMP. Since this project does not propose any specific developments or growth-inducing projects that would conflict with the SCAG growth forecasts, it would be consistent with the AQMP and therefore no further analysis is required.

b) **Less Than Significant Impact.** A project may have a significant impact if project related emissions would exceed federal, state, or regional standards or thresholds, or if project-related emissions would substantially contribute to existing or project air quality violations. The proposed project is located within the South Coast Air Basin, where efforts to attain state and federal air quality standards are governed by the South Coast Air Quality Management District (SCAQMD). Both the State of California (State) and the Federal government have established health-based ambient air quality standards (AAQS) for seven air pollutants (known as 'criteria pollutants'). These pollutants include ozone (O<sub>3</sub>), carbon monoxide (CO), nitrogen dioxide (NO<sub>2</sub>), sulfur dioxide (SO<sub>2</sub>), inhalable particulate matter with a diameter of 10 microns or less (PM<sub>10</sub>), fine particulate matter with a diameter of 2.5 microns or less (PM<sub>2.5</sub>), and lead (Pb). The State has also established AAQS for additional pollutants. The AAQS are designed to protect the health and welfare of the populace within a reasonable margin of safety. Where the state and federal standards differ, California AAQS are more stringent than the national AAQS.

Implementation of the proposed project would not significantly lower air quality standards or contribute to an air quality violation. The purpose of the proposed code amendment and specific plan amendment is to modify the permissible land uses and amend the maximum allowable height of structures within the Specific Plan area. It is anticipated that these amendments will not have an impact on development and emissions. Therefore, the project would not impact air quality and no further environmental analysis is required.

c) **Less Than Significant Impact.** Sensitive receptors are those segments of the population that are most susceptible to poor air quality such as children, the elderly, the sick, and athletes who perform outdoors. Land uses associated with sensitive receptors include residences, schools, playgrounds, childcare centers, outdoor athletic facilities, long-term health care facilities, rehabilitation centers, convalescent centers, and retirement homes. The nearest land uses that considered *sensitive receptors* are the residential dwelling units located southerly of West Orangethorpe Avenue. The proposed code amendment and specific plan amendment will not generate toxic pollutant emissions as it only addresses the regulatory framework and does not authorize new construction. All future developments and land use activities would be required to comply with all applicable regulations, including Placentia Municipal Title 23 (Zoning). The

proposed project, therefore, would have a less than significant impact on sensitive receptors relating to toxic pollutant emissions.

d) **Less Than Significant Impact.** According to the CEQA Air Quality Handbook, land uses associated with odor complaints include agricultural operations, wastewater treatment plants, landfills, and certain industrial operations (such as manufacturing uses that produce chemicals, paper, etc.). Odors are typically associated with industrial projects involving the use of chemicals, solvents, petroleum products, and other strong-smelling elements used in manufacturing processes, as well as sewage treatment facilities and landfills. The proposed project does not include any of the above noted uses or process. The project would not allow operations that could directly or indirectly result in any significant adverse odors or intensification of odors beyond those typically associated with construction activities. No further environmental analysis is necessary.

**Mitigation Measures**

No mitigation measures are necessary because Air Quality impacts will be less than significant with standard conditions applied.

**Level of Significance After Mitigation**

Not Applicable

**4.4 – Biological Resources**

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?			☑	
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?			☑	

c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?			<input checked="" type="checkbox"/>	
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?			<input checked="" type="checkbox"/>	
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?			<input checked="" type="checkbox"/>	
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?				<input checked="" type="checkbox"/>

**Sources**

Information used to prepare this section is from the following sources: United States Fish and Wildlife Service, National Wetlands Inventory, Wetlands Mapper; US Fish & Wildlife Services, Environmental Conservation Online System; California Department of Fish and Wildlife, California Regional Conservation Plans Map; and *City of Placentia General Plan*.

**Environmental Setting**

The proposed project is located within an urbanized area, and the majority of the project area is developed.

**Discussion**

a) **Less than Significant Impact.** Wildlife habitats within the City are generally limited to parks, nature preserves, and water body areas. The project would not promote activities that would remove or impact any existing or planned wildlife habitats. No further environmental analysis is required.

b) **Less than Significant Impact.** Land uses subject to this proposed project would occur in established urbanized areas and would not remove or impact any riparian habitat or other sensitive natural communities. No further environmental analysis is required.

c) **Less than Significant Impact.** Future implementation of the proposed project would occur in established urbanized areas and would not promote or involve alteration of any protected wetland areas. No further environmental analysis is required.

d) **Less than Significant Impact.** Project implementation would occur in established urbanized areas and would not alter or adversely impact any native resident or migratory fish or wildlife species, corridors or nursery sites. No further environmental analysis is required.

e) **Less Than Significant Impact.** In Section 14.12.110 of the Placentia Municipal Code, the City has a tree removal policy for private property dealing with hazardous conditions. Future development within the Specific Plan area would comply with policies pertaining to tree removal as applicable. Project implementation would be consistent with the General Plan and in conformity with all local policies and regulations. It would not alter or eliminate any existing or future policy or ordinance protecting biological resources. No further environmental analysis is required.

f) **No Impact.** The proposed project would not conflict with the provisions of an adopted Habitat Conservation Plan because the City of Placentia does not have an adopted Habitat Conservation Plan according to the US Fish & Wildlife Services, Environmental Conservation Online System (ECOS) mapping or any Natural Community Conservation Plan areas apply to the project site according to the California Department of Fish and Wildlife, California Regional Conservation Plans Map. Therefore, implementation of the proposed project would have no adverse impact. No impact would occur.

**Mitigation Measures**

No mitigation measures are necessary because Biological Resource impacts will be less than significant.

**Level of Significance After Mitigation**

Not Applicable

**4.5 – Cultural Resources**

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5?			☑	
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5?			☑	
c) Disturb any human remains, including those interred outside of formal cemeteries?			☑	

**Sources**

Information used to prepare this section is from the following sources: *City of Placentia General Plan.*

**Environmental Setting**

The proposed project is located within an urbanized area, and the majority of the project area is developed.

**Discussion**

a) **Less Than Significant Impact.** The City of Placentia is an urbanized community and nearly all properties within the City (except for areas such as protected park lands) have been previously disturbed and/or developed. The proposed project would not promote, encourage or enable activities that could remove, degrade or in any way adversely impact local historic resources. Historic Resources within the City are regulated and protected pursuant to the City’s General Plan and Municipal Code. No further environmental analysis is required.

b) **Less Than Significant Impact.** Implementation of the project would not result in any specific construction activities involving extensive excavation, and therefore would not be anticipated to affect or destroy any archaeological resources due its geographic location. The proposed zoning code and specific plan modifications do not lessen existing legal protections of archaeological resources nor tribal consultation requirements on individual projects.

c) **Less Than Significant Impact.** The project does not propose any activities that would involve extensive excavation that could result in the disturbance of any designated cemetery or other burial ground or place of interment. The amendment are regulatory in nature and do not authorize construction activities.

**Mitigation Measures**

No mitigation measures are necessary because Cultural Resource impacts will be less than significant.

**Level of Significance After Mitigation**

Not Applicable.

**4.6 – Energy**

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?			☑	

b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?			☑	
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**Sources**

Information used to prepare this section is from the following sources: *City of Placentia General Plan*.

**Environmental Setting**

Energy resources include electricity, natural gas and other fuels. The production of electricity requires the consumption or conversion of energy resources, including water, wind, oil, gas, coal, solar, geothermal, and nuclear resources, into energy. Energy production and energy use both result in the depletion of nonrenewable resources (e.g., oil, natural gas, coal, etc.) and emission of pollutants. Energy usage is typically quantified using the British Thermal Unit (BTU). The BTU is the amount of energy that is required to raise the temperature of one pound of water by one degree Fahrenheit. As points of reference, the approximate amount of energy contained in a gallon of gasoline, 100 cubic feet (one therm) of natural gas, and a kilowatt hour of electricity are 123,000 BTUs, 100,000 BTUs, and 3,400 BTUs, respectively.

*Existing Electricity Consumption*

Southern California Edison is the service provider for electric. The electricity generated is distributed through a network of transmission and distribution lines commonly called a power grid. Conveyance of electricity through transmission lines is typically responsive to market demands. The delivery of electricity involves a number of system components, including substations and transformers that lower transmission line power (voltage) to a level appropriate for on-site distribution and use. According to the California Energy Commission (CEC), total system electric generation for California in 2017 was 292,039 gigawatt-hours (GWh). California’s non-CO2 emitting electric generation categories (nuclear, large hydroelectric, and renewable generation) accounted for more than 56 percent of total in-state generation for 2017. California’s in-state electric generation was 206,336 GWh and electricity imports were 85,703 GWh.

*Existing Natural Gas Consumption*

Southern California Gas Company (SoCalGas) is responsible for providing natural gas supply to the City and is regulated by the California Public Utilities Commission and other state agencies. Natural gas is a combustible mixture of simple hydrocarbon compounds (primarily methane) that is used as a fuel source. Natural gas consumed in California is obtained from naturally occurring reservoirs and delivered through high-pressure transmission pipelines. The natural gas transportation system is a nationwide network. Natural gas is used in electricity generation, space heating, cooking, water heating, industrial processes, and as a transportation fuel. Natural gas is measured in terms of cubic feet. According to the CEC, nearly 45 percent of the natural gas burned in California was used for electricity generation, with the remainder consumed in the residential (21 percent), industrial (25 percent), and commercial (9 percent) sectors. In 2012, total natural gas demand in California for industrial, residential, commercial, and electric power generation was 2,313 billion cubic feet.

*Existing Transportation Energy*

According to the California Energy Commission, transportation accounts for nearly 37 percent of California’s total energy consumption. Based on available fuel consumption data from the United

States Energy Information Administration (USEIA), in 2015, California consumed a total of 342,523 thousand barrels of gasoline for transportation, which is equivalent to a total annual consumption of approximately 14.4 billion gallons by the transportation sector. California consumed a total of 80,487 thousand barrels of diesel fuel for transportation, which is equivalent to a total annual consumption of approximately 3.4 billion gallons by the transportation sector. Transportation fuels, primarily gasoline and diesel, would be provided by local or regional suppliers, vendors, and patrons. According to the California Air Resources Board on-road vehicle emissions factor (EMFAC2014) model, the average fuel economy for the fleet-wide mix of vehicles operating in the South Coast Air Basin region is approximately 20.17 miles per gallon for gasoline fueled vehicles and approximately 7.81 miles per gallon for diesel-fueled vehicles. Gasoline-fueled vehicles account for approximately 96 percent of the total vehicles and diesel-fueled vehicles account for approximately 3.6 percent of the total vehicles. Electric vehicles account for approximately 0.3 percent of the total vehicles.

**Discussion**

a) **Less Than Significant Impact.** The project includes amendments to the existing regulations pertaining to permissible land uses and height standards for SP-5. All future development would be required to comply with all applicable regulations, including Placentia Municipal Code Title 23 (Zoning) and Part 6 (California Energy Code) of Title 24 (California Building Standards Code). Since project implementation would not directly or indirectly result in wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation, no further analysis is required.

b) **Less Than Significant Impact.** The project would not conflict with or obstruct a state or local plan for renewable energy or energy efficiency as it establishes a regulatory framework for SP-5 within the City of Placentia.

**Mitigation Measures**

With the compliance with existing regulations, the project would not result in significant impacts associated with Energy.

**Level of Significance After Mitigation**

Not Applicable

**4.7 – Geology and Soils**

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				

i) Rupture of a known fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.			<input checked="" type="checkbox"/>	
ii) Strong seismic ground shaking?			<input checked="" type="checkbox"/>	
iii) Seismic-related ground failure, including liquefaction?			<input checked="" type="checkbox"/>	
iv) Landslides?			<input checked="" type="checkbox"/>	
b) Result in substantial soil erosion or the loss of topsoil?			<input checked="" type="checkbox"/>	
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?			<input checked="" type="checkbox"/>	
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?			<input checked="" type="checkbox"/>	
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?			<input checked="" type="checkbox"/>	
f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?			<input checked="" type="checkbox"/>	

### **Sources**

Information used to prepare this section is from the following sources: *City of Placentia General*, and UC Davis Soil Resource Laboratory, SoilWeb, <http://casoilresource.lawr.ucdavis.edu/gmap/>.

### **Environmental Setting**

The City of Placentia is relatively flat with the majority of the City situated on the lowland surface.

### **Discussion**

a.i) **Less Than Significant Impact.** The project area is not within an earthquake special study zone. All land uses subject to the provisions of this proposed project would be required to comply with applicable building codes that account for the possibility of seismic events. No further environmental analysis is necessary.

a.ii) **Less Than Significant Impact.** A strong seismic event on any fault system in Southern California has the potential to create considerable levels of ground shaking throughout the City. However, numerous variables determine the level of damage to a specific location. Given these variables, it is not possible to determine the level of damage that may occur on the site during a seismic event. All land uses must conform to all applicable State and local building codes relative to seismic safety. No further environmental analysis is necessary.

a.iii) **Less Than Significant Impact.** Liquefaction is a mode of ground failure that results from the generation of high pore water pressures during earthquake ground shaking, causing loss of shear strength. Liquefaction is typically a hazard where loose sandy soils exist below groundwater. The California Geological Survey (CGS) has designated certain areas within southern California as potential liquefaction hazard zones. These are areas considered at a risk of liquefaction-related ground failure during a seismic event, based upon mapped surficial deposits and the presence of a relatively shallow water table. The project area is in an area of low liquefaction potential. All land uses subject to the provisions of this proposed project would be required to comply with applicable building codes that account for the possibility of liquefaction susceptibility.

a.iv) **Less Than Significant Impact.** Structures built below or on slopes subject to failure or landslides may expose people and structures to harm. According to the General Plan, the majority of the City is relatively flat and characterized by slopes that are not high (less than 50 feet) or steep (generally sloping flatter than 1-1/2:1, horizontal to vertical). All land uses subject to the provisions of this proposed project would be required to comply with applicable building codes. Based on the existing location of SP-5 tied to commercial and industrial land use zones, impacts would be expected to be less than significant and no further environmental analysis is required.

b) **Less Than Significant Impact.** Topsoil is used to cover surface areas for the establishment and maintenance of vegetation due to its high concentrations of organic matter and microorganisms. All land uses subject to the regulations of the project would be required to adhere to all applicable construction standards regarding erosion control, including best management practices to minimize runoff and erosion impacts from earth-moving activities such as excavation, contouring and compaction. No further environmental analysis is necessary.

c) **Less Than Significant Impact.** Impacts related to liquefaction and landslides are discussed above in Section 4.7.a. Lateral spreading is the downslope movement of surface sediment due to liquefaction in a subsurface layer. The downslope movement is due to gravity and earthquake shaking combined. Such movement can occur on slope gradients of as little as one degree. Lateral spreading typically damages pipelines, utilities, bridges, and structures. Lateral spreading of the ground surface during a seismic activity usually occurs along the weak shear zones within a liquefiable soil layer and has been observed to generally take place toward a free face (i.e. retaining wall, slope, or channel) and to lesser extent on ground surfaces with a very gentle slope. Due to the absence of any substantial change in grade, the potential for lateral spread occurring within the project area is considered to be low. All land uses subject to the regulations of the project would be constructed in compliance with all applicable building code requirements regarding soil stability.

d) **Less Than Significant Impact.** The CBC requires special design considerations for foundations of structures built on soils with expansion indices greater than 20. All land uses subject to the provisions of this proposed project would be required to comply with applicable building codes that account for the possibility of expansive soils.

e) **Less Than Significant Impact.** The entire Specific Plan area is served by an existing sewer system and therefore, has no need for septic tanks or any other alternative wastewater disposal systems. No further environmental analysis is required.

f) **Less Than Significant Impact.** The project does not propose any projects that would be anticipated to result in extensive excavation that could adversely impact any paleontological resources or geologic features. The amendments establish a regulatory framework for recycling facilities within the City of Placentia.

**Mitigation Measures**

No mitigation measures are necessary because impacts to Geology and Soils will be less than significant.

**Level of Significance After Mitigation**

Not Applicable

**4.8 – Greenhouse Gas Emissions**

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?			☑	
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?			☑	

**Sources**

Information used to prepare this section is from the following source: *City of Placentia General Plan.*

**Environmental Setting**

Global climate change refers to changes in average climatic conditions on earth as a whole, including temperature, wind patterns, precipitation and storms. Global warming, a related concept, is the observed increase in average temperature of the earth’s surface and atmosphere. The six major greenhouse gases (GHGs) identified by the Kyoto Protocol are carbon dioxide (CO2), methane (CH4), nitrous oxide (N2O), sulfur hexafluoride (SF6), hydrofluorocarbons (HFCs), and perfluorocarbons (PFCs). GHGs absorb longwave radiant energy reflected by the earth, which warms the atmosphere. GHGs also radiate long wave radiation both upward to

space and back down toward the surface of the earth. The downward part of this longwave radiation absorbed by the atmosphere is known as the "greenhouse effect." The potential effects of global climate change may include rising surface temperatures, loss in snow pack, sea level rise, more extreme heat days per year, and more drought years.

CO<sub>2</sub> is an odorless, colorless natural GHG. Natural sources include the following: decomposition of dead organic matter; respiration of bacteria, plants, animals, and fungus; evaporation from oceans; and volcanic outgassing. Anthropogenic (human caused) sources of CO<sub>2</sub> are from burning coal, oil, natural gas, wood, butane, propane, etc. CH<sub>4</sub> is a flammable gas and is the main component of natural gas. N<sub>2</sub>O, also known as laughing gas, is a colorless GHG. Some industrial processes (fossil fuel-fired power plants, nylon production, nitric acid production, and vehicle emissions) also contribute to the atmospheric load of GHGs. HFCs are synthetic man-made chemicals that are used as a substitute for chlorofluorocarbons (whose production was stopped as required by the Montreal Protocol) for automobile air conditioners and refrigerants. The two main sources of PFCs are primary aluminum production and semiconductor manufacture. SF<sub>6</sub> is an inorganic, odorless, colorless, nontoxic, nonflammable gas. SF<sub>6</sub> is used for insulation in electric power transmission and distribution equipment, in the magnesium industry, in semiconductor manufacturing, and as a tracer gas for leak detection.

Events and activities, such as the industrial revolution and the increased combustion of fossil fuels (e.g., gasoline, diesel, coal, etc.), have heavily contributed to the increase in atmospheric levels of GHGs. An air quality analysis of GHGs is a much different analysis than the analysis of criteria pollutants for the following reasons. For criteria pollutants significance thresholds are based on daily emissions because attainment or non-attainment is based on daily exceedances of applicable ambient air quality standards. Further, several ambient air quality standards are based on relatively short-term exposure effects on human health, e.g., one-hour and eight-hour. Since the half-life of CO<sub>2</sub> in the atmosphere is approximately 100 years, for example, the effects of GHGs are longer-term, affecting global climate over a relatively long time frame. As a result, the SCAQMD's current position is to evaluate GHG effects over a longer timeframe than a single day.

In its CEQA & Climate Change document (January 2008), the California Air Pollution Control Officers Association (CAPCOA) identifies many potential GHG significance threshold options. The CAPCOA document indicates that establishing quantitative thresholds is a balance between setting the level low enough to capture a substantial portion of future residential and non-residential development, while also setting a threshold high enough to exclude small development projects that will contribute a relatively small fraction of the cumulative statewide GHG emissions. Two potential significance thresholds were 10,000 metric tons per year and 25,000 metric tons per year.

Finally, another approach to determining significance is to estimate what percentage of the total inventory of GHG emissions are represented by emissions from a single project. If emissions are a relatively small percentage of the total inventory, it is possible that the project will have little or no effect on global climate change.

According to available information, the statewide inventory of CO<sub>2</sub> equivalent emissions is as follows: 1990 GHG emissions were estimated to equal 427 million metric tons of CO<sub>2</sub> equivalent, and 2020 GHG emissions are projected to equal 600 million metric tons of CO<sub>2</sub> equivalent, under a business as usual scenario. Interpolating an inventory for the year 2012 results in an estimated inventory of approximately 127 million metric tons of CO<sub>2</sub> equivalent. These amounts assume that between 1990 and 2020 there is an average increase of 5.76 million tons per year of GHG.

**Discussion**

a) **Less Than Significant Impact.** California is a substantial contributor of global greenhouse gases (GHGs), emitting over 400 million tons of carbon dioxide per year. Climate studies indicate that California is likely to see an increase of three to four degrees Fahrenheit over the next century. Methane is also an important GHG that potentially contributes to global climate change. GHGs are global in their effect, which is to increase the earth’s ability to absorb heat in the atmosphere. As primary GHGs have a long lifetime in the atmosphere, accumulate over time, and are generally well-mixed, their impact on the atmosphere is mostly independent of the point of emission. The project amendments are regulatory and would not result in direct or indirect significant GHG impacts. No further environmental analysis is needed.

b) **Less Than Significant Impact.** Placentia has adopted the 2016 edition of the California Building Code (Title 24), including the California Green Building Standards Code. The project would be subject to the California Green Building Standards Code, which requires new buildings to reduce water consumption, employ building commissioning to increase building system efficiencies for large buildings, divert construction waste from landfills, and install low pollutant-emitting finish materials. The project does not include any feature (i.e. substantially alter energy demands) that would interfere with implementation of these State and City codes and plans. The City of Placentia does not have any additional plans, policies, standards, or regulations related to climate change and GHG emissions. Also, no other government-adopted plans or regulatory programs in effect at this time have established a specific performance standard to reduce GHG emissions from a single building project. The proposed project would not permit any land use operations that would conflict with any plans, policies or regulations related to the reduction of greenhouse gas emissions. No further environmental analysis is needed.

**Mitigation Measures**

No mitigation measures are necessary because impacts to Greenhouse Gas Emissions will be less than significant.

**Level of Significance After Mitigation**

Not Applicable

**4.9 – Hazards and Hazardous Materials**

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?			☑	

b) Create a significant hazard to the public or the environment through reasonable foreseeable upset and accident condition involving the release of hazardous materials into the environment?			<input checked="" type="checkbox"/>	
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?			<input checked="" type="checkbox"/>	
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?			<input checked="" type="checkbox"/>	
e) For a project located within an airport land use plan or, where such a plan has not been adopted within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?				<input checked="" type="checkbox"/>
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?			<input checked="" type="checkbox"/>	
g) Expose people or structures, directly or indirectly to a significant risk of loss, injury or death involving wildland fires, including where wildlands?				<input checked="" type="checkbox"/>

**Sources**

Information used to prepare this section is from the following sources: *City of Placentia General*, California Department of Toxic Substances Control. EnviroStor; California State Water Resources Control Board. GeoTracker; California State Water Resources Control Board. Sites Identified with Waste Constituents Above Hazardous Waste Levels Outside the Waste Management Unit; California Department of Forestry and Fire Protection. Incorporated Fire Hazard Severity Zone: City of Placentia; and California Department of Transportation, Division of Aeronautics website, California Public Use Airport list.

**Environmental Setting**

*Hazardous Waste Site*

The City of Placentia has properties listed on the State of California Hazardous Waste and Substances Site List pursuant to Government Code Section 65962.5. California Department of Toxic Substances Control Envirostar database.

*Local Schools*

The City is served by the Placentia-Yorba Linda Unified School District.

### *Public Airports/Private Airstrips*

There are no private or public airports located within the City limits of Placentia.

### **Discussion**

- a) **Less Than Significant Impact.** Any future land uses or activities that would be subject to the provisions of this project that involve the handling and disposal of hazardous or potentially hazardous materials would be required to fully comply with Placentia Municipal Code, as well as all existing State safety regulations. No further environmental analysis is required.
- b) **Less Than Significant Impact.** All hazardous materials are required to be utilized and transported in accordance with their labeling pursuant to federal and state law. Routine construction practices include good housekeeping measures to prevent/contain/clean-up spills and contamination from fuels, solvents, concrete wastes and other waste materials. During future construction, BMPs would be required to be implemented by the City as well as standard construction controls and safety procedures that would avoid or minimize the potential for accidental release of these substances. Standard construction practices would be observed such that any materials released are appropriately contained and remediated as required by the Orange County Fire Authority, and the local Certified Unified Program Agency for hazardous materials in the region. With implementation of standard conditions, hazard to the public or the environment through reasonable foreseeable upset and accident condition involving the release of hazardous materials into the environment would be less than significant.
- c) **Less than Significant Impact.** As discussed in Section 4.9.b, existing regulations address potential off-site construction-related hazards associated with demolition of the existing onsite structures. Impact would be less than significant with implementation of existing regulations. The project consists of the modifying the permissible land uses for Parcels 9 and 11 of the Specific Plan and to amend the maximum structure height from 50 to 75 feet. The project would not result in impacts to schools due to hazardous materials handling or emissions and no mitigation is required.
- d) **Less than Significant Impact.** A review of known electronic database listings for possible hazardous waste generating establishments, as well as sites with known environmental concerns was conducted. Facilities were identified by county, state, or federal agencies that generate, store, or dispose of hazardous materials. The project area has sites located on the State of California Hazardous Waste and Substances Site List pursuant to Government Code Section 65962.5. California Department of Toxic Substances Control Envirostar database accessed. Two sites, Jack in the Box (Parcel 10) and the former Brian Chuchua Jeep dealership (Parcel 9), were the subject of investigations for leaking underground tank leaks. Both cases have been closed in conformance with State law and no further action is deemed necessary. Any future land uses that would be regulated by the provisions of this project would not be permitted to create any significant hazards to the public or the environment by operating at a location included in the Cortese List.
- e) **No Impact.** There are no private or public airports located within 2 miles of the project area. The project would not alter air traffic patterns or encourage future developments that could conflict with established Federal Aviation Administration (FAA) flight protection zones. Therefore, the project would not result in safety hazards from proximity to airports for people living in the project area or excessive noise for people residing or working in the project area. No impact will occur.

f) **Less Than Significant Impact.** The project would not encourage or otherwise set forth any policies or recommendations that could potentially impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan. No further environmental analysis is required.

g) **No Impact.** The project site is located within an urbanized area of the City of Placentia and is not located within a fire hazard zone, as identified on the latest Fire Hazard Severity Zone (FHSZ) maps prepared by the California Department of Forestry and Fire Protection (CALFIRE). There are no wildland conditions in the urbanized area that the project site is located. No impact would occur.

**Mitigation Measures**

No mitigation measures are necessary because impacts to Hazards and Hazardous Materials will be less than significant.

**Level of Significance After Mitigation**

Not applicable.

**4.10 – Hydrology and Water Quality**

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?			<input checked="" type="checkbox"/>	
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?			<input checked="" type="checkbox"/>	
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:				
i) result in substantial erosion or siltation on- or off-site;			<input checked="" type="checkbox"/>	

ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite;			<input checked="" type="checkbox"/>	
iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or			<input checked="" type="checkbox"/>	
iv) impede or redirect flood flows?			<input checked="" type="checkbox"/>	
d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?			<input checked="" type="checkbox"/>	
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?			<input checked="" type="checkbox"/>	

**Sources**

Information used to prepare this section is from the following sources: *City of Placentia General Plan*; Placentia Municipal Code; and Flood Insurance Rate Maps (FIRM).

**Environmental Setting**

The developed portions of Placentia are served by an extensive municipal storm drain network that is maintained by the City and designed to collect all urban runoff. While existing flood control structures have provided significant protection from uncontrolled flooding, inadequacies in the local drainage system have caused occasional localized flooding.

*Federal and State Oversight*

The federal Clean Water Act (CWA) is the principal federal law that provides for the protection of water quality. The primary objectives of the CWA are to “restore and maintain the chemical, physical, and biological integrity of the Nation’s waters,” and to make all surface waters “fishable” and “swimmable.” The U.S. Environmental Protection Agency (EPA) is the designated federal agency responsible for implementing the CWA and it has further delegated authority to the State Water Resources Control Board (SWRCB) and associated Regional Water Quality Control Boards (RWQCB) for compliance with the CWA. Relevant programs identified in the CWA include the National Pollution Discharge Elimination System (NPDES) program which regulates discharge of pollutants from known sources (point sources), as well as non-point sources, into waters of the United States through the issuance of permits. As part of the NPDES program, a Storm Water Pollution Prevention Plan (SWPPP) must be prepared for construction activities affecting greater than one acre because the discharge of stormwater during construction is considered a non-point source of water pollution.

*Stormwater Pollution Prevention Plans*

According the Storm Water Program run by the State Water Resources Control Board (SWRCB), the owner shall also prepare a SWPPP in accordance with state requirements. All construction projects which could potentially have an adverse impact on the City’s municipal

separate storm sewer system or waters of the State shall install and/or implement appropriate construction and post-construction BMPs, as listed in their SWPPP.

### ***Discussion***

a) **Less Than Significant Impact.** A project normally would have an impact on surface water quality if discharges associated with the project would create pollution, contamination, or nuisance as defined in Section 13050 of the California Water Code (CWC), or that cause regulatory standards to be violated as defined in the applicable National Pollutant Discharge Elimination System (NPDES) stormwater permit or Water Quality Control Plan for the receiving water body. For the purpose of this specific issue, a significant impact could occur if the project would discharge water that does not meet the quality standards of the agencies which regulate surface water quality and water discharge into stormwater drainage systems. Significant impacts could also occur if the project does not comply with all applicable regulations with regard to surface water quality as governed by the State Water Resources Control Board (SWRCB). These regulations include preparation of a Storm Water Quality Management Plan (SWQMP) to reduce potential post-construction water quality impacts.

Discharges into stormwater drains or channels from construction sites of one acre or larger are regulated by the General Permit for Storm Water Discharges Associated with Construction Activity issued by the State Water Quality Control Board. The General Permit was issued pursuant to National Pollutant Discharge Elimination System (NPDES) regulations of the Environmental Protection Agency (EPA), as authorized by the Clean Water Act. Compliance with the General Permit involves developing and implementing a Storm Water Pollution Prevention Plan (SWPPP) specifying best management practices (BMPs) that the project would use to minimize pollution of stormwater. The SWPPP BMPs would follow the guidelines set forth by the State Water Resources Control Board (SWRCB).

The project would be consistent with all chapters of the General Plan. All activities subject to the provisions of this project would be required to be in full compliance with all applicable federal, State and local water quality standards and regulations. No further environmental analysis is required.

b) **Less Than Significant Impact.** If the project removed an existing groundwater recharge area or substantially reduced runoff that results in groundwater recharge, a potentially significant impact could occur. The City is a highly-urbanized community with the water system infrastructure fully in place to accommodate future development consistent with the General Plan and Specific Plan 5.

c.i) **Less Than Significant Impact.** Potentially significant impacts to the existing drainage pattern of the site or area could occur if development of the project results in substantial on- or off-site erosion or siltation. The project consists of modifying the permissible land uses and amending the height standard within the Specific Plan 5 area. The project does not encourage or enable any alterations to existing draining patterns or to the course of streams or rivers.

c.ii) **Less Than Significant Impact.** The project consists of modifying the permissible land uses and amending the height standard within the Specific Plan 5 area. The project will not substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite. Impacts will be less than significant.

c.iii) **Less Than Significant Impact.** The City's existing storm water drainage system is adequate to accommodate runoff from any future land uses subject to the provisions of this

project. The project would not adversely affect provisions for retention and infiltration of stormwater consistent with the City’s Low Impact Development (LID) policies.

c.iv) **Less Than Significant Impact.** The Federal Emergency Management Agency (FEMA) produces maps (Flood Insurance Rate Map) that identify areas that are located in flood zones. The project area is within Zone X. The project consists of the modifying the permissible land uses and amending the height standard within the Specific Plan 5 area. Future development would evaluate site specific conditions for flooding. Therefore, there will be a less than significant impact as the project will not impede or redirect flood flows.

d) **Less Than Significant Impact.** Placentia is not within a zone influenced by the inundation of seiche, tsunami, or mudflow. The proposed project would not result in any increased risk of inundation to any properties as it only addresses the regulatory framework of SP-5. Future development would evaluate site specific conditions for flood hazards.

e) **Less Than Significant Impact.** The regulatory framework project will not conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan. All future structures to be constructed will be required to meet and comply with all applicable city and State building codes to reduce impacts to water quality to less-than-significant level.

**Mitigation Measures**

No mitigation measures are necessary because Hydrology impacts will be less than significant.

**Level of Significance After Mitigation**

Not Applicable

**4.11 – Land Use and Planning**

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a) Physically divide an established community?				<input checked="" type="checkbox"/>
b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?			<input checked="" type="checkbox"/>	

**Sources**

Information used to prepare this section is from the following sources: *City of Placentia General Plan.*

**Environmental Setting**

The City of Placentia is located in Orange County. The land features are relatively flat.

### **Discussion**

a) **No Impact.** The proposed Zoning Code Amendment and Specific Plan Amendment would consist of the changes to Chapter 23.105 of the Placentia Municipal Code with corresponding changes to the Specific Plan 5 document.

The proposed text changes include the following:

Staff is proposing to amend the Placentia Municipal Code, Title 13, Zoning, Chapter 23.105 Specific Plan 5 for Parcel 9 and 11 to add hospitality uses in Section 23.105.050 and to increase the maximum allowable height within the entire Specific Plan area from fifty to seventy-five feet as show in Section 23.105.070 below. Also a map depicting the Specific Plan area will be added to Section 23.105.010 Location.

The new language shown in **bold face type** and the deletion of language as shown with a ~~strikethrough~~.

#### Title 23 ZONING Chapter 23.105 SPECIFIC PLAN 5

23.105.030 Permitted uses for parcels 1, 2, 3, 4, 5, 6, 8 and 10.

All retail, business and office uses are permitted on these parcels as shown on Exhibit A attached to the ordinance codified in this chapter and on file in the office of the city clerk, including but not limited to the following examples:

- (17) Apparel stores;
- (18) Appliance stores;
- (19) Educational and training offices;
- (20) Financial institutions;
- (21) Food stores;
- (22) General administrative offices;
- (23) Health clubs;;
- (24) Home improvement centers;
- (25) Hotels with lounges;
- (26) Medical and dental offices and clinics;
- (27) Professional offices;
- (28) Research and development including laboratories;
- (29) Restaurants including drive-through facilities;
- (30) Sales and service operations with or without light assembly and storage;
- (31) Small outdoor seating areas per Section 23.81.165;
- (32) Use conformity determination.

Notwithstanding the provisions of this section, the planning commission of the city of Placentia may, upon application made pursuant to the provisions of Chapter 23.87, review and determine whether a proposed use, not otherwise specified in this section, conforms to the intent and purpose of this chapter with regard to permitted uses and has characteristics similar to those uses listed in this section. The city administrator shall determine the number of plot plans to be submitted together with the application. The planning commission shall make the findings required by Section 23.87.040(1) and (2) in making any such determination.

23.105.040 Permitted uses for parcels 6 and 7.

The primary purpose of parcels 6 and 7 is hotel in nature. All retail, business and office uses listed in Section 23.105.030 shall be permitted.

23.105.050 Permitted uses for parcels 9 and 11.

The primary purpose of these parcels is to provide a site for motor vehicle dealerships **and for other selected commercial uses. Hospitality uses listed in Section 23.105.030 shall be permitted. General retail, financial, office, medical, and restaurant uses including drive-through facilities listed in Section 23.105.030 shall be permitted.**

23.105.070 Height.

Maximum allowable **building** height shall be ~~fifty (50)~~ **seventy-five (75)** feet. **Rooftop amenities and architectural projections, such as and not limited to, clubhouses, swimming pools, tennis courts, open space areas, fitness centers, are permitted to project 16 ft. above the maximum height limit if integrated into the overall design of the project and the maximum rooftop building coverage is limited to 40% of the rooftop floor area.**

The Project would not directly or indirectly divide any established community as a result of these text changes. No further environmental analysis is required.

b) **Less than Significant Impact.** The project would not conflict with the City’s General Plan or any other applicable land use plans and policies. The project is consistent with goals and objectives in the existing Land Use Element of the General Plan. Impacts to existing local regulations would, therefore, be less than significant.

***Mitigation Measures***

No mitigation measures are necessary because impacts to Land Use and Planning will be less than significant.

***Level of Significance After Mitigation***

Not Applicable

**4.12 – Mineral Resources**

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				

a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				<input checked="" type="checkbox"/>
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?				<input checked="" type="checkbox"/>

**Sources**

Information used to prepare this section is from the *City of Placentia General Plan*.

**Environmental Setting**

No significant aggregate resources have been identified by the State Department of Mines and Geology in the Specific Plan 5 area of Placentia.

**Discussion**

a-b) **No Impact.** The project is located within a fully urbanized City of Placentia. The project does not propose any alteration of local mineral resource land uses and there are no mineral resource activities that would be altered or displaced by Project implementation. No further discussion is required.

**Mitigation Measures**

No mitigation measures are necessary because Mineral impacts will be less than significant.

**Level of Significance After Mitigation**

Not Applicable

**4.13 – Noise**

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project result in:				
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?			<input checked="" type="checkbox"/>	

b) Generation of excessive groundborne vibration or groundborne noise levels?			<input checked="" type="checkbox"/>	
c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?				<input checked="" type="checkbox"/>

**Sources**

Information used to prepare this section is from the following sources: *City of Placentia General Plan*; and *City of Placentia Municipal Code*.

**Environmental Setting**

*Noise Terminology*

The unit of measurement used to describe a noise level is the decibel (dB). The human ear is not equally sensitive to all frequencies within the sound spectrum. Therefore, the "A-weighted" noise scale, which weights the frequencies to which humans are sensitive, is used for measurements. Noise levels using A- weighted measurements are written dB(A) or dBA. Decibels are measured on a logarithmic scale, which means a doubling of the energy of a noise source, such as a doubled traffic volume, would increase the noise levels by 3 dBA; halving of the energy would result in a 3 dBA decrease.

Average noise levels over a period of minutes or hours are usually expressed as dBA Leq, or the equivalent noise level for that period of time. For example, Leq(3) would represent a 3-hour average. When no period is specified, a one-hour average is assumed.

It is widely accepted that the average healthy ear can barely perceive changes of 3 dBA; that a change of 5 dBA is readily perceptible, and that an increase (decrease) of 10 dBA sounds twice (half) as loud. This definition is recommended by Caltrans publication, *Transportation's Traffic Noise Analysis Protocol for New Highway and Reconstruction Projects*.

*Vibration*

Groundborne vibrations consist of rapidly fluctuating motions within the ground that have an average motion of zero. The effects of groundborne vibrations typically only cause a nuisance to people, but at extreme vibration levels, damage to buildings may occur. Although groundborne vibration can be felt outdoors, it is typically only an annoyance to people indoors where the associated effects of the shaking of a building can be notable. Groundborne noise is an effect of groundborne vibration and only exists indoors, since it is produced from noise radiated from the motion of the walls and floors of a room and may also consist of the rattling of windows or dishes on shelves.

**Noise Standards**

*State Regulations*

State standards regulate noise levels of motor vehicles, sound transmission through buildings, occupational noise control, and noise insulation. Title 24 of the California Code of Regulations, also known as the California Building Standards Code, establishes building standards applicable to all occupancies throughout the state. The code provides acoustical regulations for both exterior-to-interior sound insulation, as well as sound and impact isolation between adjacent spaces of various occupied units. Title 24 regulations state that interior noise levels generated by exterior noise sources shall not exceed 45 dBA Ldn/CNEL, with windows closed, in any habitable room for general residential uses.

#### *City of Placentia General Plan*

The Placentia Noise Guidelines for land use planning reflects the City's interpretation of noise guidelines promulgated by the California Office of Noise Control. The guidelines provide the City with an integral tool to gauge the compatibility of land uses relative to existing and future noise levels.

#### *Vibration Standards*

The City of Placentia does not have a published vibration impact criterion. The California Department of Transportation (Caltrans) has published one of the seminal works for the analysis of groundborne noise and vibration relating to transportation- and construction-induced vibrations and although the project is not subject to the regulations, it serves as a useful tool to evaluate vibration impacts. A vibration impact would generally be considered significant if it involves any construction-related or operations-related impacts in excess of 0.2 inches per second (in/sec) PPV.

#### **Discussion**

a) **Less Than Significant Impact.** Future construction activities related to the provisions of this project could involve various types of short-term noise impacts from trucks, earth-moving equipment, and paving equipment. However, all construction activities and land use operations must be performed in compliance with the City's Municipal Code. Project implementation would not alter the noise provisions or exempt any future land uses or improvements from local noise controls. The local noise standards would continue to regulate all future land use construction and operational noise levels. No further environmental analysis of this issue is necessary.

b) **Less Than Significant Impact.** A significant impact would occur if project construction or operation results in exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels. Project implementation would occur in compliance with local noise and vibration controls.

c) **No Impact.** No airport land use plans apply to the area, and the proposed project is not located within two miles of an airport. The project falls outside any airport's noise contours for excessive noise. Therefore, residents or workers would not be exposed to excessive airport noise levels and there would be no impact. No further environmental analysis is necessary.

#### **Mitigation Measures**

No mitigation measures are necessary because Noise impacts will be less than significant.

#### **Level of Significance After Mitigation**

Not Applicable

## 4.14 – Population and Housing

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other			☑	
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?				☑

### Sources

Information used to prepare this section is from the following sources: State of California, Department of Finance, *E-5 Population and Housing Estimates for Cities, Counties and the State, 2011- 2018 with 2010 Census Benchmark*. Sacramento, California, May 2018; and *City of Placentia General Plan*.

### Environmental Setting

Estimated population of Placentia for 2018 was 52,755 and has an estimated 3.14 persons per household. According to the City's General Plan Housing Element Update, Table 2-19– Regional Housing Needs Assessment, 2014-2021, the City estimates that a total of 492 new housing units are needed in varying income levels. These are based on SCAG's *Regional Housing Needs Assessment* for Placentia.

### Discussion

a) **Less Than Significant Impact.** The project involves various changes to Title 23 of the Placentia Municipal Code (Zoning) and to the Specific Plan 5 to amend the regulations pertaining to permitted land uses on Parcel 9 and 11 and the maximum height of structures. The revisions do not increase the allowable density in the affected districts, and are not intended or expected to directly or indirectly induce population growth. No further environmental analysis is required.

b) **No Impact.** Replacement housing will not need to be constructed elsewhere as the proposal will not result in the displacement of substantial numbers of existing housing. The project does not set forth or encourage any policies, activities or implementation measures that would directly or indirectly displace existing residential units in the City. No further environmental analysis is required. The standards proposed will affect commercial and industrial properties and not residential land uses.

**Mitigation Measures**

No mitigation measures are necessary because impacts to Population and Housing will be less than significant.

**Level of Significance After Mitigation**

Not Applicable

**4.15 – Public Services**

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
Fire Protection?			<input checked="" type="checkbox"/>	
Police Protection?			<input checked="" type="checkbox"/>	
Schools?			<input checked="" type="checkbox"/>	
Parks?			<input checked="" type="checkbox"/>	
Other public facilities?			<input checked="" type="checkbox"/>	

**Sources**

Information used to prepare this section is from the following sources: City of Placentia *General Plan Update*, 1993; and Great!Schools Website, [www.greatschools.org/school-district-boundaries-map/](http://www.greatschools.org/school-district-boundaries-map/), accessed March 1, 2019.

**Environmental Setting**

*Fire Protection*

The Orange County Fire Authority (OCFA) provides fire protection and emergency medical response services in the City of Placentia. OCFA also provides prevention services (e.g., inspections, permits, and drills) within the jurisdiction. OCFA has mutual aid agreements with

other jurisdictions and practices unified command in response to potential emergencies. Property tax and special tax revenues generated fund the OCFA. Fire services are provided at two fire stations in Placentia. Fire Station 34 is located at 1530 North Valencia and Fire Station 35 is located at 120 South Bradford. Battalion 2 provides firefighting services at these locations.

#### *Police Protection*

The Placentia Police Department (WPD), headquartered at 401 East Chapman Avenue, provides police protection to the City, including the project site. The PPD serves an estimated population of approximately 52,755 persons, according to Department of Finance 2018 estimates. As of the 2017-18 budget year, the PPD had a total of 80 sworn police officers, administrators and support staff.

#### *Schools*

The City is served by the Placentia-Yorba Linda Unified School District. Pursuant to the Leroy F. Green School Facilities Act (AB 2926), future project proponents will be required to pay developer fees prior to the issuance of building permits, at the then current rate. This fee will help support provision of school services for the community as a whole.

#### *Parks*

See Section 4.15, Recreation for discussion on parks.

#### **Discussion**

##### **a) Less Than Significant Impact.**

The project involves changes to the City's Municipal Code and Specific Plan 5 to address permitted uses and the height of structures in the Specific Plan area. It is not intended to directly or indirectly induce population growth that could result in increased demand for fire protection services or fire protection facilities. All new development subject to the code changes will continue to be subject to fire code review during the building plan check process. The payment of applicable development impact fees, the implementation of fire suppression measures in compliance with City Fire codes, and proximity to existing Fire Station #35 (located at 120 South Bradford Avenue, approximately 1.5 miles from the project site) will ensure that impacts to fire safety service will be less than significant. No further environmental analysis is required.

##### **b) Less Than Significant Impact.**

The project is not intended to directly or indirectly induce population growth thus the project would not significantly increase demands for police protection service, nor require provision of new police facilities. The payment of applicable development impacts fees, implementation of safety, lighting and defensible space measures as well as proximity to the Police Station (located at Civic Center less than 2 miles from the project site, will ensure that impacts to police protection services will be less than significant. No further environmental analysis is required.

**c) Less Than Significant Impact.** The project is not intended to directly or indirectly induce population growth thus the project would not result in any significant increased demand for public school services or facilities. New development projects will continue to be subject to school impact fees.

**d) Less Than Significant Impact.** Demand for park and recreational facilities are generally the direct result of residential development. Since the project amends the permissible land uses to include hospitality uses for Parcels 9 and 11 and modifies the maximum height standard, it is not intended to directly or indirectly induce population growth. The project would not generate any significant additional demand for provision of park services or facilities by the City.

**e) Less Than Significant Impact.** No other impacts have been identified that would require the provision of new or physically-altered governmental facilities. New development projects will continue to be subject to sewer, transportation, and storm water impact fees.

**Mitigation Measures**

No mitigation measures are necessary because impacts to Public Services will be less than significant.

**Level of Significance After Mitigation**

Not Applicable

**4.16 – Recreation**

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?			☑	
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?			☑	

**Sources**

Information used to prepare this section is from the following sources: *City of Placentia General Plan*.

**Environmental Setting**

Parks and recreational services are management by the Community Services Department.

**Discussion**

a) **Less Than Significant Impact.** The project does not alter land use regulations related to population density or growth and is not intended to directly or indirectly induce population growth that could result in increased demand for recreational facilities. No further environmental analysis is required.

b) **Less Than Significant Impact.** The proposed project does not necessitate expansion of existing outdoor recreational facilities. Therefore, there will be no adverse physical effect on the environment caused by expansion or construction of outdoor recreational facilities. No further environmental analysis is required.

**Mitigation Measures**

No mitigation measures are necessary because Recreation impacts will be less than significant.

**Level of Significance After Mitigation**

Not Applicable

**4.17 – Transportation**

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a) Conflict with an applicable program plan, ordinance or policy establishing measures of effectiveness for the performance of addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?			☑	
b) Would the project conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?			☑	
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?				☑
d) Result in inadequate emergency access?			☑	

**Sources**

Information used to prepare this section is from the following sources: *City of Placentia General Plan* and Ganddini Group, *Specific Plan Area 5 Technical Memorandum* dated May 16, 2019.

**Environmental Setting**

Specific Plan 5 project area encompasses 11 parcels on approximately 19.13 acres, at the northeast corner of South Placentia Avenue and West Orangethorpe Avenue within the City of Placentia, County of Orange, California.

### ***Discussion***

a) **Less than Significant Impact.** The project involves modifying the standards and uses within Specific Plan 5 by adding hospitality uses to Parcel 9 and 11 and amending the maximum height from 50 feet to 75 feet within the Specific Plan area.

In accordance with the Orange County Congestion Management Program (CMP), a traffic impact analysis is required for CMP purposes for all proposed developments generating 2,400 or more daily trips (or 1,600 daily trips for developments with direct access to a CMP Highway System link). The study area for a CMP traffic impact analysis typically includes CMP roadway links where a project contributes three percent of Level of Service E capacity, which is generally 51 or more trips during the AM or PM peak hours. The net project trip generation associated with the proposed land use changes does not satisfy the Orange County CMP criteria. It is not intended to conflict with a program plan, ordinance or policy addressing the circulation system. No further environmental analysis is required.

b) **Less than Significant Impact.** Trip generation is a measure or forecast of the number of trips that begin or end at a particular site, and is a function of the extent and types of land use proposed as part of a project. Vehicular traffic generation characteristics for projects are estimated based on established rates. These rates identify the probable traffic generation of various land uses based on studies of developments in comparable settings. Vehicle miles traveled exceeding an applicable threshold of significance may indicate a significant impact. Generally, projects within one-half mile of either an existing major transit stop or a stop along an existing high quality transit corridor should be presumed to cause a less than significant transportation impact. Projects that decrease vehicle miles traveled in the project area compared to existing conditions should be considered to have a less than significant transportation impact.

The City of Placentia Specific Plan 5 (SP-5) is currently developed; Parcel 9 has been vacated for redevelopment and Parcel 11 is currently occupied. Parcel 9 is approximately 2.72 acres with 35,073 square feet of building previously occupied by used-car dealership and repair land uses. Parcel 11 is approximately 0.73 acres with 12,965 square feet of building currently occupied with commercial retail land use and previously occupied by a car dealership. Currently, Parcel 9 has site access to Placentia Avenue and Orangethorpe Avenue and Parcel 11 has site access to Hundley Way. The proposed Zoning Code Amendment would allow for redevelopment of Parcels 9 and 11 with hospitality (hotel) land use. The Specific Plan 5 density for development of hospitality land uses is 0.85 FAR (floor area ratio). Based on a combined acreage of 3.45 acre, the maximum hospitality redevelopment potential is 127,740 square feet (150,282 x 0.85).

The number of trips associated with buildout pursuant to the Specific Plan zoning code (both current plan and proposed plan) is determined by multiplying an appropriate trip generation rate by the square footage which is determined by multiplying the appropriate floor to area ratio (FAR) to the parcel acreage. Trip generation rates were determined for daily trips and AM/PM peak hour trips for the currently approved and proposed amended land uses.

The number of trips forecast to be generated by the currently approved land use is determined by multiplying the trip generation rates by 150,282 square feet of car dealership (maximum allowable at 1.0 FAR). The number of trips forecast to be generated by the proposed amended land use is determined by multiplying the trip generation rates by 127,740 square feet of

hospitality (maximum allowable at 0.85 FAR). The key variable for estimating trip generation associated with a hotel use is the number of hotel rooms. Historically, the average hotel room size in the United States is approximately 350 square feet; however, new hotel construction is trending toward smaller rooms with some chains averaging 170-200 square feet per room. While the actual room size will ultimately depend on the hotel chain and design concept proposed, the maximum number of rooms estimated for purposes of this analysis is based on the total potential building area divided by an average of 200 square feet per room, resulting in a maximum total of 640 rooms between both parcels. This is a conservative estimate since a portion of the building would be used for lobby, kitchen, housekeeping, and other supporting services.

The maximum allowable currently approved car dealership land use is forecast to generate a total of approximately 4,067 daily trips, including 320 trips during the AM peak hour and 564 trips during the PM peak hour. The maximum allowable proposed amended hospitality land use is forecast to generate a total of approximately 5,350 daily trips, including 301 trips during the AM peak hour and 384 trips during the PM peak hour.

A trip generation comparison has been conducted between the current and proposed Specific Plan 5 (SP-5) Land Use Development Codes for Parcels 9 and 11. The net trip generation difference of build-out projections between the current and proposed Development Code is forecast to result in an increase of approximately 1,283 daily trips and a decrease of peak hours trips, including 19 fewer trips during the AM peak hour and 180 fewer trips during the PM peak hour.

Based on a comparison of maximum allowable development between the currently approved land uses for Parcels 9 and 11 (car dealership at 1.0 FAR) and the proposed amendment to allow hospitality land uses (hotel at 0.85 FAR), the proposed Specific Plan Amendment is forecast result in an increase of approximately 1,283 daily trips and a decrease of peak hours trips, including 19 fewer trips during the AM peak hour and 180 fewer trips during the PM peak hour. The code and specific plan amendments would not encourage significant traffic growth. There would be an incremental impact on Vehicle Miles Traveled (VMT), but would not result in a finding of inconsistency.

c) **No Impact.** A significant impact would occur if the proposed project substantially increased an existing hazardous geometric design feature or introduced incompatible uses to the existing traffic pattern. The design of the future development under the provisions of Chapter 23.105 of the Municipal Code would comply with all applicable City regulations. The project would not create or encourage any hazardous transportation-related design features or incompatible uses. No further environmental analysis is required.

d) **Less Than Significant Impact.** A significant impact would occur if the design of the proposed project would not satisfy emergency access requirements of the Orange County Fire Authority or in any other way threaten the ability of emergency vehicles to access and serve the project area or adjacent uses. The proposed project would not result in inadequate emergency access. The project would not propose or encourage any specific land uses or developments or transportation network modifications that would have the potential to result in deficient or inadequate emergency access routes. No further environmental analysis is required.

### ***Mitigation Measures***

No mitigation measures are necessary because Transportation impacts will be less than significant.

### ***Level of Significance After Mitigation***

Not Applicable

#### 4.18 – Tribal Cultural Resources

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or?			☑	
b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.			☑	

#### Sources

Information used to prepare this section is from the following sources: Notice of Project Applications to Native American Tribes and *City of Placentia General Plan*.

#### Environmental Setting

As of July 1, 2015, California Assembly Bill 52 (AB 52) was enacted and expanded CEQA by establishing a formal consultation process for California tribes within the CEQA process. The bill specifies that any project may affect or cause a substantial adverse change in the significance of a tribal cultural resource would require a lead agency to “begin consultation with a California Native American tribe that is traditional and culturally affiliated with the geographic area of the proposed project.” Section 21074 of AB 52 also defines a new category of resources under CEQA called “tribal cultural resources.” Tribal cultural resources are defined as “sites, features, places, cultural landscapes, sacred places, and objects with cultural value to a California Native American tribe” and is either listed on or eligible for the California Register of Historical Resources or a local historic register, or if the lead agency chooses to treat the resource as a tribal cultural resource.

On February 19, 2016, the California Natural Resources Agency proposed to adopt and amend regulations as part of AB 52 implementing Title 14, Division 6, Chapter 3 of the California Code of Regulations, CEQA Guidelines, to include consideration of impacts to tribal cultural resources pursuant to Government Code Section 11346.6. On September 27, 2016, the California Office of Administrative Law approved the amendments to Appendix G of the CEQA Guidelines, and these amendments are addressed within this environmental document.

**Discussion**

a) **Less Than Significant Impact.** Project implementation would not result in any specific construction activities involving extensive excavation, and therefore would not be anticipated to significantly affect or destroy any Native American tribal cultural resources. The proposed code and specific plan changes related to Specific Plan 5 are congruent with existing development regulations regarding excavation and grading. While the probability of encountering a tribal cultural resource or human remains is low, any occurrence or discovery is subject to existing protections under California law. No further environmental analysis is required.

b) **Less Than Significant Impact.**

In compliance with AB 52, the City of Placentia distributed letters to two Native American tribes notifying each tribe of the opportunity to consult with the City regarding the proposed project. The tribes were identified based on previously requests to be notified of future projects proposed by the City. The City has no substantial evidence of any significant resource impacted by this change to the zoning code and specific plan. During the discretionary review of any subsequent development project, the City will provide locational information to potentially impacted tribal officials and will conduct formal consultation, as may be requested. No further environmental analysis is required at this time.

**Mitigation Measures**

No mitigation measures are necessary because impacts to Tribal Cultural Resources will be less than significant.

**Level of Significance After Mitigation**

Not Applicable

**4.19 – Utilities and Service Systems**

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				

a) Require or result in the relocation or construction of new or expanded water, or wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?			<input checked="" type="checkbox"/>	
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?			<input checked="" type="checkbox"/>	
c) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?			<input checked="" type="checkbox"/>	
d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?			<input checked="" type="checkbox"/>	
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?			<input checked="" type="checkbox"/>	

**Sources**

Information used to prepare this section is from the following sources: Placentia General Plan.

**Environmental Setting**

Specific Plan 5 project area encompasses 11 parcels on approximately 19.13 acres, at the northeast corner of South Placentia Avenue and West Orangethorpe Avenue within the City of Placentia, County of Orange, California.

The following utilities/infrastructure systems and services are available to the Project:

- Water/Sewer Golden State Water
- Electricity Southern California Edison
- Natural Gas The Gas Company
- Telephone/Communications Verizon, or other contract services

**Discussion**

a) thru e) **Less Than Significant Impact.** The project involves regulating permitted land uses and structure heights within Specific Plan 5. The text amendments would not be expected to place an undue burden on any utility or service system. The City of Placentia is an urbanized setting with all utilities and services fully in place. Future demands for utilities and service systems have been anticipated in the General Plan goals, policies and programs for future growth. No further environmental analysis is necessary.

**Mitigation Measures**

No mitigation measures are necessary because impacts to Utilities will be less than significant.

**Level of Significance After Mitigation**

Not Applicable

**4.20 – Wildfire**

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:				
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?			<input checked="" type="checkbox"/>	
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from wildfire or the uncontrolled spread of wildfire?			<input checked="" type="checkbox"/>	
c) Require the installation or maintenance of associated infrastructure ( such as roads, fuel breaks, emergency water sources, power lines, or other utilities) that may result temporary or ongoing impacts to the environment?			<input checked="" type="checkbox"/>	
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?			<input checked="" type="checkbox"/>	

**Sources**

Information used to prepare this section is from the following sources: *City of Placentia General Plan* and CALFIRE Fire Hazard Severity Zone (FHSZ) Viewer.

**Environmental Setting**

The project site is located within an urbanized area of the City of Placentia and is not located within a fire hazard zone, as identified on the latest Fire Hazard Severity Zone (FHSZ) maps prepared by the California Department of Forestry and Fire Protection (CALFIRE).

**Discussion**

a) thru d) **Less Than Significant Impact.** The project site is located within an urbanized area of the City of Placentia and is not located within a fire hazard zone, as identified on the latest Fire Hazard Severity Zone (FHSZ) maps prepared by the California Department of Forestry and Fire Protection (CALFIRE). There are no wildland conditions in the urbanized area that the project area is located. The project would not be expected to impair emergency plans, exacerbate wildfire risks or expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of wildfire. The project would not require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines, or other utilities) that may result temporary or ongoing impacts to the environment. The project would not expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes. The project area is relatively flat and characterized with slopes that are not high (less than 10 percent) or steep. Therefore this impact would be less than significant and no mitigation is required.

**Mitigation Measures**

No mitigation measures are necessary because impacts to Wildfires will be less than significant.

**Level of Significance After Mitigation**

Not Applicable

**4.21 – Mandatory Findings of Significance**

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
<b>MANDATORY FINDINGS OF SIGNIFICANCE</b>				
a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?			☑	

<p>b) Does the project have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?</p>			<input checked="" type="checkbox"/>	
<p>c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?</p>			<input checked="" type="checkbox"/>	

**Sources**

Information used to prepare this section is from Sections 4.1 through 4.20 above.

**Discussion**

a) **Less Than Significant.** The proposed project would not substantially impact any scenic vistas, scenic resources, or the visual character of the area, as discussed in Section 4.1, and would not result in excessive light or glare. The project is located within an urbanized area. The project would not significantly impact any sensitive plants, plant communities, fish, wildlife or habitat for any sensitive species, as discussed in Section 4.4. The environmental analysis provided in Section 4.2 concludes that impacts related to emissions of criteria pollutants and other air quality impacts will be less than significant. Sections 4.8 and 4.10 conclude that impacts related to climate change and hydrology and water quality will be less than significant. Based on the preceding analysis of potential impacts in the responses to items 4.1 thru 4.20, no evidence is presented that this project would degrade the quality of the environment. The City hereby finds that impacts related to degradation of the environment, biological resources, and cultural resources will be less than significant.

b) **Less Than Significant.** Cumulative impacts can result from the interactions of environmental changes resulting from one proposed project with changes resulting from other past, present, and future projects that affect the same resources, utilities and infrastructure systems, public services, transportation network elements, air basin, watershed, or other physical conditions. Such impacts could be short-term and temporary, usually consisting of overlapping construction impacts, as well as long term, due to the permanent land use changes involved in the project. The proposed text amendments will generally result in less than significant environmental impacts, as discussed herein. Impacts related to noise will be less than significant and therefore will not contribute substantially to any other concurrent construction programs that may be occurring in the vicinity. Short-term impacts related to pollutant emissions will be less than significant and will not exceed maximum thresholds.

The proposed project would not significantly cumulatively affect the environment. Water supplies have been studied in the Urban Water Management Plans. Continued efforts towards water conservation, as required by State law, would reduce water demands; the project would result in a less than significant cumulative impact on water supply and other resources. As indicated in Section 4.17 herein, the proposed project would not result in any significant traffic impacts to transportation. Long-term cumulative effects will have a less than significant impact on air quality. Adherence to all conditions recommended, the cumulative impacts can be less than significant. The project zoning code and specific plan amendments would not contribute to any cumulative growth effects beyond what is anticipated for the City’s future in the General Plan.

c) **Less Than Significant.** Based on the analysis of the proposed project's impacts in the responses to items 4.1 thru 4.20, there is no indication that this project could result in substantial adverse effects on human beings. The land use requirements of this project would not directly or indirectly cause any substantial adverse effects on human beings. For this reason, the City has concluded that this project can be implemented without causing significant adverse environmental effects and determined that the Negative Declaration is the appropriate type of CEQA documentation.

## 5 References

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### 5.1 – List of Preparers

#### City of Placentia (Lead Agency)

City of Placentia, Development Services Department  
401 East Chapman Avenue, Placentia, California 92870  
Attention: Joseph M. Lambert, Director of Development Services

#### PGN (Environmental Analysis)

PO Box 2473  
Menifee, CA 92586

### 5.2 – Persons and Organizations Consulted

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# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF DEVELOPMENT SERVICES

DATE: JULY 9, 2019

**SUBJECT: INTRODUCTION AND FIRST READING OF ORDINANCE NO. O-2019-XX, WHEREBY AMENDMENT TO THE CITY OF PLACENTIA MUNICIPAL CODE (PMC) SHALL BE MADE, BY ADDING CHAPTER 23.71 (SHORT-TERM RESIDENTIAL RENTALS – LICENSED USE) AND CHAPTER 6.45 (SHORT-TERM RESIDENTIAL RENTALS) RELATING TO SHORT-TERM RESIDENTIAL RENTALS AND MAKING CONFORMING CHANGES TO CHAPTERS 23.10 (“R-A” – RESIDENTIAL AGRICULTURAL DISTRICT), 23.12 (“R-1” – SINGLE FAMILY RESIDENTIAL DISTRICT), 23.15 (“R-2” – LOW-MEDIUM DENSITY MULTIPLE-FAMILY DISTRICT), 23.18 (“R-G” – MEDIUM DENSITY MULTIPLE-FAMILY), 23.21 (“R-3” – HIGH DENSITY MULTIPLE-FAMILY), 23.25 (“RPC” – RESIDENTIAL PLANNED COMMUNITY DISTRICT), 23.72 (“PUD” – PLANNED UNIT DEVELOPMENT DISTRICT), 23.106 (“SP-6” – SPECIFIC PLAN 6), 23.107 (“SP-7” – SPECIFIC PLAN 7), 23.108 (“SP-8” – SPECIFIC PLAN 8), AND 23.110 (“SP-10” – SPECIFIC PLAN 10), 23.111 (“TOD” – TRANSIT ORIENTED DEVELOPMENT PACKING HOUSE DISTRICT), AND 23.112 (“OT” – OLD TOWN PLACENTIA REVITALIZATION PLAN)**

FISCAL

IMPACT: Potential for approximately \$31,600 in net revenue from Transient Occupancy Tax

### **SUMMARY:**

Over the last several years, short-term rentals have experienced an increasing spike in popularity as an alternative means of lodging throughout the Country. Websites, such as Airbnb, VRBO, Home Away, and FlipKey, continue to grow in popularity and short-term rentals are now seen in increasing frequency in areas not known as prototypical tourist destinations. Unlike some Orange County cities that are attractive to vacationers as beach cities or areas surrounding the Disneyland Resort, Placentia does not attract a high level of interest for short-term rentals. Currently, the City prohibits residences utilized for the purposes of a short-term rental in that the Placentia Municipal Code is “silent” on the matter. ZCA 2019-02 would regulate these properties to ensure that all short-term rentals are accounted for in City records, and that no property operating as a short-term rental creates adverse impacts to surrounding residential neighborhoods. In an effort to be more business friendly to the residents of Placentia, the City Council has directed Staff to draft an ordinance to allow short-term rentals in residential districts throughout the City.

**2. c.  
July 9, 2019**

**RECOMMENDATION:**

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

1. Open the Public Hearing concerning Ordinance No. O-2019-XX; and
2. Receive the Staff Report, consider all Public Testimony, ask any questions of Staff; and
3. Close the Public Hearing; and
4. Waive full reading, by title only, and introduce for first reading, Ordinance No. O-2019-XX, An Ordinance of the City Council of the City of Placentia, amending the City of Placentia Municipal Code (PMC), by adding Chapter 23.71 (Short-Term Residential Rentals – Licensed Use) and Chapter 6.45 (Short-Term Residential Rentals) relating to Short-Term Residential Rentals and making conforming changes to Chapters 23.10, 23.12, 23.15, 23.18, 23.21, 23.25, 23.72, 23.106, 23.107, 23.108, 23.110, 23.111 and 23.112 of the Municipal Code.

**BACKGROUND:**

The utilization of homes for Short-Term Rentals (“STR”) can provide a flexible housing stock that allows travelers a safe accommodation while contributing to the local economy, promoting travel and tourism, and supporting the local tourism industry and business community. STRs can also provide homeowners an opportunity to maintain ownership of property in difficult economic circumstances. It is in the public interest that STRs be regulated in order to help preserve housing for long-term tenants and to minimize any potential deleterious effects of STR properties on other properties to the surrounding neighborhoods in which they are located.

City Staff obtained preliminary information regarding existing non-permitted STRs operating in the City from Host Compliance, LLC (Host Compliance), which is one of several vendors that the City has collaborated with in identifying and managing STRs operating within the City. Their data indicates 56 unique STRs are currently operating citywide, of which 46% are entire home rentals and the remainder are single bedroom(s) or guest quarters rentals. The average rate charged for these rentals is \$89 per day. The data indicates that Airbnb is currently the most popular rental website used for posting STRs in the City, with 75% of the rentals utilizing the website for rental postings. However, as the market continues to diversify with an increasing number of websites offering short-term rental advertising, the number of websites posting properties in the City continues to increase. Frequently, a property will be listed on several short-term rental websites at the same time.

After meeting with and attending webinars with several providers including HdL and Host Compliance, Staff is recommending that the City enter into an agreement to employ the services of Host Compliance who is a third-party operator that aids in the registration and regulation of STRs. Host Compliance is used by several other cities in Orange County. A high level of satisfaction has been reported by those cities served by Host Compliance, such as the Cities of Buena Park, Dana Point, Newport Beach, and Claremont. An agreement to contract with Host

Compliance to assist Staff in administering STRs will be considered at a future date. Utilizing a service such as Host Compliance to help regulate and administer STRs will result in a net savings to the City as the STRs will generate more than enough revenue annually through user fees and TOT to cover the cost of services provided by Host Compliance.

The draft ordinance was considered by the Planning Commission on June 11, 2019. The Planning Commission did discuss potential concerns regarding noise, length of stay, and overconcentration. Staff included provisions in the draft ordinance that addresses these specific concerns. There were three amendments made by the Planning Commission to the draft ordinance to clarify language and add a provision for proof of insurance. With language provided by Staff and the clarifications presented by the Commission, the Planning Commission recommended that the City Council adopt the draft ordinance as amended, which is attached to this Staff report.

## **DISCUSSION:**

### **Land Use Regulatory Issues**

While for the most part STR operators are good neighbors, there are some concerns about allowing STRs within residential neighborhoods. Upon thorough research and analysis of STRs, Staff discovered that those STRs that are problematic and cause nuisances to the surrounding neighborhood are properties that advertise via the STR websites as available for hosting events such as weddings, corporate events, and birthday parties. To protect residential properties from objectionable influences such as undue noise, traffic, and parking impacts, and ensure the continued residential character of the zone, the draft ordinance has addressed these issues by prohibiting short-term rentals for temporary activities. Temporary activities include, but are not limited to, weddings, corporate events, and birthday parties. In addition to compliance with PMC Chapter 10.32 (Noise) and PMC Chapter 23.76 (Noise Control), Staff has prohibited the use of sound amplification, either inside or outside, of the STR. If an STR operator or renter operates outside of these limits, they will be subject to code enforcement action and administrative citations as outlined by 6.45.170 of the draft ordinance.

Section 6.45.120 of the draft ordinance regulates overnight occupancy of STRs to two (2) persons per bedroom with an exception for children under the age of six (6), who may additionally occupy the premises; and no additional occupants shall be permitted at the STR during the hours of 11:00 p.m. to 6:00 a.m. Any advertisement for an STR that is found to advertise an occupancy above that of two persons per bedroom will be in direct violation of the Municipal Code and will be subject to an administrative citation or possible revocation of their business license and operating permit.

Upon successful registration, the City may issue a Short-Term Residential Rental Operating Permit to the owner of the subject property on a first in time and first in right basis. Notwithstanding any provisions of this Code to the contrary, the City reserves the right to deny a short-term residential rental permit to an applicant if it is determined that the geographic area within a 300-foot radius of the site being considered for registration has an overconcentration of short-term residential rental uses.

### **Notice to Occupants**

The owner or managing agency or agent shall provide the responsible person of a short-term residential rental with the following information prior to occupancy of the premises and shall post such information in a conspicuous place within the dwelling on the premises:

- (a) The name of the owner or managing agency or agent and a telephone number at which each may be reached on a seven (7) day per week, twenty-four (24) hour per day basis; and
- (b) Notification of the maximum number of overnight and daytime occupants permitted on the premises, pursuant to this Chapter; and
- (c) Notification of the City's noise standards, as provided in Chapter 23.76 of this Code, as may be amended from time to time; and
- (d) Notification of the parking standards of this Chapter; and
- (e) A copy of this Chapter of the Placentia Municipal Code, as may be amended from time to time; and
- (f) Notification that an occupant may be cited or fined by the City, in addition to any other remedies available at law, for violating any provisions of this Chapter; and
- (g) A copy of the "Good Neighbor Brochure"; and
- (h) The owner or managing agency or agent shall keep on file a signed agreement acknowledging that the responsible person and occupants agree to the general rules summarized in the "Good Neighbor Brochure" and rental contract, including without limitation the immediate termination provision in the rental contract for any violation of the Municipal Code by any occupant.

### **FISCAL IMPACT:**

Pursuant to the PMC, operators of STRs are treated the same as the City's hotels. Specifically, they are required to pay both an annual business license tax and a quarterly transient occupancy tax (TOT). Historically, collecting TOT revenue from STR operators is challenging for a variety of reasons. To help new operators, who may be unfamiliar with the process, and to ensure quarterly collection of TOT, Staff is recommending the services of Host Compliance (third party operator) to assist with the registration and regulation of STRs. Any owner(s) or managing agency or agent on behalf of owner(s), who fails to report and remit TOT, or submit a form indicating a zero balance, concerning a premises with a registered operating permit, subject to Section 6.45.040 of the PMC, within three (3) days of written notification of delinquency from the City, shall have their operating permit for the subject premises revoked.

The estimated annual TOT that will be collected from STRs is approximately \$36,000 with an additional \$5,600 collected from annual license fees (\$41,600 total revenue). These numbers are

based on a conservative estimation of a 20% average occupancy rate and an average daily rate of \$89 per night per rental. The annual cost for the services of Host Compliance is approximately \$8,000-\$10,000 based on the level of services the City chooses to purchase. Therefore, there is a potential for a net positive fiscal impact of approximately \$31,600.

It should be noted that if STRs are not permitted at all, there will be no revenue captured, and there will be no funds available to hire Host Compliance (or similar vendor) to monitor the City and locate those STRs operating in the City illegally. If STRs are permitted in some fashion, Staff can properly monitor STRs and mitigate any potential negative effects of STRs.

**CEQA:**

The proposed zoning code amendment was reviewed by Staff in accordance with the requirements of the California Environmental Quality Act ("CEQA"). Based on that review, the proposed code amendments are not expected to create a negative impact on the physical environment, and it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. The Planning Commission recommended adoption of a Categorical Exemption for this project. Therefore, Staff and the Planning Commission recommend that the City Council find that adoption of the ordinance is exempt from environmental review pursuant to the provisions of CEQA Section 15061 (b)(3).

**CONCLUSION:**

In an effort to properly regulate STRs for the benefit of the residents of Placentia, the Housing, Planning and Economic Development Ad Hoc Committee directed Staff to prepare an ordinance to regulate STRs, and to ensure that all STRs are accounted for in City records, and that no property operating as an STR causes an ongoing nuisance to the surrounding residential community. Staff has prepared a draft ordinance that will regulate STRs by amending the PMC by adding Chapter 23.71 (Short-Term Residential Rentals – Licensed Use) and by adding Chapter 6.45 (Short-Term Residential Rentals) relating to Short-Term Residential Rentals and making conforming changes to Chapters 23.10 ("R-A" – Residential Agricultural District), 23.12 ("R-1" – Single Family Residential District), 23.15 ("R-2" – Low-Medium Density Multiple-Family District), 23.18 ("R-G" – Medium Density Multiple-Family), 23.21 ("R-3" – High Density Multiple-Family), 23.25 ("RPC" – Residential Planned Community District), 23.72 ("PUD" – Planned Unit Development District), 23.106 ("SP-6" – Specific Plan 6), 23.107 ("SP-7" – Specific Plan 7), 23.108 ("SP-8" – Specific Plan 8), and 23.110 ("SP-10" – Specific Plan 10, 23.111 ("TOD" – Transit Oriented Development Packing House District), and 23.112 ("OT" – Old Town Placentia Revitalization Plan).

**Recommending Body Determination:**

On June 11, 2019, the City of Placentia Planning Commission held a public hearing and recommended that the City Council adopt a Categorical Exemption for this project and approve ZCA 2019-02.

Prepared by:



Arlen Beck  
Planning Technician

Reviewed and approved:



Joseph M. Lambert  
Director of Development Services

Reviewed and approved:



Kim Krause  
Director of Finance

Reviewed and approved:



Damien R. Arrula  
City Administrator

Attachments:

1. Ordinance O-2019-XX – Draft ordinance regulating Short Term Rentals
2. Resolution PC-2019-13 (unsigned)
3. Host Compliance Estimated Revenue generated by Short Term Rentals

**ORDINANCE NO. O-2019-06**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, AMENDING THE CITY OF PLACENTIA MUNICIPAL CODE (PMC), BY ADDING CHAPTER 23.71 (SHORT-TERM RESIDENTIAL RENTALS – LICENSED USE) AND CHAPTER 6.45 (SHORT-TERM RESIDENTIAL RENTALS) RELATING TO SHORT-TERM RESIDENTIAL RENTALS AND MAKING CONFORMING CHANGES TO CHAPTERS 23.10, 23.12, 23.15, 23.18, 23.21, 23.25, 23.72, 23.106, 23.107, 23.108, 23.110, 23.111 AND 23.112 OF THE MUNICIPAL CODE**

City Attorney Summary

This Ordinance (Ordinance No. O-2019-XX) would add Chapter 23.71 and Chapter 6.45 to the City of Placentia Municipal Code to define, allow and regulate Short Term Rentals as a permitted use. Additionally, this Ordinance would make conforming changes (related to Short Term Rentals) to Chapters 23.10, 23.12, 23.15, 23.18, 23.21, 23.25, 23.72, 23.106, 23.107, 23.108, 23.110, 23.111 and 23.112 of the Placentia Municipal Code.

WHEREAS, the City of Placentia ("City") has the authority under Article 11, Section 5 of the California Constitution and the City Charter to make and enforce all ordinances and regulations with respect to municipal affairs; and

WHEREAS, the City has the authority to regulate land uses and businesses operating within the City; and

WHEREAS, short-term residential rentals of private residences are business ventures that are presently not a permitted use in any residential zone of the City; and

WHEREAS, short-term residential rental arrangements (also called commercial transient housing arrangements) are not traditional rentals or leases that convey a real property interest, but rather they are overnight accommodations offered for hire for periods 29 days or less pursuant to a license. In this respect, they are quite similar to a hotel, motel, or bed and breakfast; and

WHEREAS, the Placentia City Council now seeks to permit the short-term rental use of certain legally permitted dwelling units throughout the City of Placentia in order to facilitate the booking of reservations for such uses through internet-based booking platforms, and promote tourism and economic vitality in the City; and

WHEREAS, the short-term rental of homes can provide a flexible housing stock that allows travelers a safe accommodation while contributing to the local economy, promoting travel and tourism and supporting the local tourism industry and business community; and

WHEREAS, the short-term rental of homes can provide homeowners an opportunity to maintain ownership of property in difficult economic circumstances; and

WHEREAS, the needs of long-term residents should be balanced with the allowance of short-term rentals; and

WHEREAS, the City Council recognizes that unregulated short-term rentals can create disproportionate impacts related to their size, excessive occupancy, and lack of proper facilities; and

WHEREAS, the presence of unregulated short-term rentals of residential dwelling units in established residential neighborhoods can create negative compatibility impacts and nuisance violations, among which include, but are not limited to, excessive noise, on-street parking, accumulation of trash, and diminished public safety; and

WHEREAS, the conversion of long-term housing units to short-term rentals will result in the loss of long-term housing for Placentia residents; and

WHEREAS, it is in the public interest that short-term rental uses be regulated in order to help preserve housing for long-term tenants and to minimize any potential deleterious effects of short-term rental properties on other properties in the surrounding neighborhoods in which they are located; and

WHEREAS, the City Council finds that there is a substantial interest in furthering the public health, safety and welfare by controlling density, by protecting the residential character of areas designated for residential use, by promoting home ownership and providing appropriate housing stock to meet the needs of the City, by establishing and enforcing minimum life safety standards, and by preserving the long-term rental housing market located within the City.

WHEREAS, short-term residential rentals of private residences within the City are subject to the City's business licensing ordinance; and

WHEREAS, short-term occupancies of private residences within the City are subject to the City's transient occupancy tax; and

WHEREAS, the City desires and intends to amend the Placentia Municipal Code to make express and clarify provisions concerning short-term residential rentals, promote accurate collection of the transient occupancy tax, and enhance and maintain the residential character of its residential zones by providing regulations for short-term residential rentals within the City.

WHEREAS, the Planning Commission conducted a duly noticed public hearing on June 4, 2019 regarding the proposed ordinance and recommended that the City Council adopt this Ordinance. The City Council thereafter conducted a duly noticed public hearing on July 9, 2019 regarding this Ordinance;

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

**SECTION 1.** Chapter 6.45 of the Placentia Municipal Code is added in its entirety as follows:

**Chapter 6.45  
SHORT-TERM RESIDENTIAL RENTALS**

**Sections:**

- 6.45.010 Violation – Nuisance – Applicability.**
- 6.45.020 Short-term residential rental, definitions.**
- 6.45.030 Conditions of operation.**
- 6.45.040 Business license.**
- 6.45.050 Registration.**
- 6.45.060 Personal availability.**
- 6.45.070 Notice to occupants.**
- 6.45.080 Transient occupancy tax.**
- 6.45.090 (Reserved)**
- 6.45.100 Signs/Advertisement.**
- 6.45.110 Noise.**
- 6.45.120 Occupancy.**
- 6.45.130 Maintenance of residential character.**
- 6.45.140 Minimum duration of rental.**
- 6.45.150 Parking.**
- 6.45.160 Revocation of Short-term residential rental permit and business license.**
- 6.45.170 Administrative citation.**
- 6.45.180 Master Associations.**
- 6.45.190 Reserved.**
- 6.45.200 Common Interest Developments.**
- 6.45.210 Unlicensed Rentals.**
- 6.45.220 Ordinance sunset.**

**6.45.010 Violation—Nuisance—Applicability.**

It is unlawful and a violation of this Chapter, and is hereby declared a public nuisance, for any person or entity owning, renting, leasing, occupying, or having charge, control or possession of any real or improved property within the City of Placentia to cause, permit, maintain or allow any violation of this Chapter to exist thereon. Any violation of this Chapter is punishable as a misdemeanor and/or as otherwise permitted by this Code. Each and every violation of this Chapter that exists constitutes a separate and distinct violation as does each and every day, or portion thereof that any violation exists.

**6.45.020 Short-term residential rental, definitions.**

The following words and phrases, whenever used in this Chapter, shall have the meaning defined in this Section unless the context clearly requires otherwise:

"Advertise" means the act of drawing the public's attention to a short-term rental in order to promote the availability of the residence for use as a short-term rental. Said advertising may be found in any medium, including but not limited to, newspaper, magazine, brochure, website, or mobile application.

"Booking Service" means any reservation and/or payment service provided by a person or entity that facilitates a short-term rental transaction between an Owner and a prospective Occupant, and for which the person or entity collects or receives, directly or indirectly through an agent or intermediary, a fee in connection with the reservation and/or payment services provided for the short-term rental transaction.

"City" means the City of Placentia.

"Code" means the Placentia Municipal Code.

"Common Interest Development" means a residential development that is subject to the Davis-Stirling Act of the State of California, and where there exists a common area owned by an association or owners of separate interests, there has been recorded a declaration and final subdivision map, there has been conveyed to each homeowner a separate interest coupled with an interest in the common area or membership in the association, and there is a board of directors elected by the association of homeowners.

"Good Neighbor Brochure" means a document prepared by the City, as may be revised from time to time, that summarizes the general rules of conduct, consideration and respect pertaining to the use and occupancy of the short-term rental units.

"Hosting Platform" means a person or entity that participates in the short-term rental business by providing, and collecting or receiving a fee for, Booking Services through which an Owner may offer premises for an occupant on a short-term basis. Hosting Platforms usually, though not necessarily, provide Booking Services through an online platform that allows an Owner to advertise the premises through a website provided by the Hosting Platform and the Hosting Platform conducts a transaction by which potential occupants arrange their use and their payment, whether the would-be occupant pays rent directly to the Owner or to the Hosting Platform. Hosting Platform also means a marketplace that is created for the primary purpose of facilitating the short-term rental of a residential unit offered for occupancy for tourist or transient use for compensation to the offeror of that unit, and the operator of the hosting platform derives revenues, including booking fees or advertising revenues, from providing or maintaining that marketplace. "Facilitating" includes, but is not limited to, the act of allowing the offeror of the residential unit to offer or advertise the residential unit on the Internet Web site provided or maintained by the operator.

"Local contact person" means the person designated by the Owner, or Owner's authorized agent, who shall be available twenty-four (24) hours per day, seven (7) days per week for the purpose of: (1) responding within one (1) hour to complaints regarding the condition, operation, or conduct of occupants of the Short-term residential rental unit; and (2) taking any remedial action necessary to resolve any such complaints.

"Managing agency or agent" means a person, firm, or agency representing the Owner of the Short-term residential rental, or a person, firm, or agency owning or operating more than one (1) Short-term residential rental.

"Master Association" means any entity which has written and valid contractual jurisdiction and authority to act on behalf of common interest developments and to exclusively manage all Short-term residential rentals within that entire common interest development, as defined in this Section 6.45.020, and development and promptly respond in the event of Short-term residential rental violations or problems.

"Multiple Rentals" means the ownership or controlling interest of any number of real properties in excess of one residential property in the City used for purposes of Short-term residential rentals as defined in this Chapter 6.45.

"Occupant" means any individual person living, sleeping or possessing a building, or portion thereof. A person is not required to be paying rent, providing in-kind services, or name in any lease, contract or other legal document to be considered an occupant.

"Owner" means any person or entity having fee-title ownership and/or appearing on the last equalized assessment roll of Orange County showing controlling interest of the Premises.

"Owner's authorized agent," or "manager," or "managing agency" means an individual or business entity, or their representative, appointed by an Owner to solicit applications, execute agreements, or otherwise act on Owner's behalf in the rental of property as a Short-term residential rental.

"Premises" means the actual single-family house or other residential dwelling unit, including all of its improved real property, which is used as a Short-term residential rental.

"Responsible person" means the signatory of a short-term rental agreement for the use and occupancy of a short-term rental unit, who shall be an occupant of the subject short-term rental unit, and is legally responsible for ensuring that all occupants of the short-term rental unit, and/or their guests, comply with all applicable laws, rules and regulations pertaining to the use and occupancy of subject short-term rental unit, and who may be held liable for any violation of all applicable laws, rules and regulations set forth in this Chapter.

"Short-term residential rental" means the rental of a residential dwelling unit by the Owner thereof to another party for a continuous period of less than thirty (30) days in the aggregate, in exchange for any form of monetary or non-monetary consideration such as, but not limited to, trade, fee, swap or any other in lieu of cash payment; and also means "Hotel" as that term is defined in section 3.20.10 of the Municipal Code.

"Transient occupancy tax" means the tax levied by the City in accordance with Chapter 3.20 of the Municipal Code. This tax is levied upon individuals or businesses engaged in the sale of sleeping accommodations to the public.

#### **6.45.030 Locations and Conditions of operations of Short-term residential rentals.**

- (a) Pursuant to this Chapter and any other applicable provisions of this Code, short-term residential rentals are permitted in those zones identified in Chapter 23.71 only if the requirements of this Chapter are met.
- (b) The requirements of this Chapter shall be met before a Short-term residential rental of a premises is permitted.
- (c) Pursuant to this Chapter and any other applicable provisions of this Code, multiple rentals under one Short-term Residential Rental permit are prohibited. Each Short-term Residential Rental shall require a unique permit and business license.
- (d) Notwithstanding any provisions in this Chapter to the contrary, Short-term residential rentals shall be permitted pursuant to business licenses and Short-term residential rental permits issued by the City in any new development containing at least ten (10) residential units, unless the City Council expressly prohibits Short-term Residential Rentals in a Development Agreement or as a condition in a Use Permit.

#### **6.45.040 Business license.**

- (a) Business license required for Short-term residential rentals. The Short-term residential rental of any Premises in the City is deemed to be a "business" as defined in Chapter 6.04 of this Code. It is unlawful for any person or entity, including, without limitation, the Owner of a Premises and Managing agency or agent, to engage in the business of Short-term Residential Rentals without first obtaining and maintaining both a valid business license from the City pursuant to Chapter 6.04 of this Code for the purpose of operating any number of Short-term Residential Rentals and an operating permit for each property to be used as a Short-term Residential Rental. The business license and operating permit or copy thereof shall be prominently displayed in a visible location at the Short-term residential rental Premises during any periods of occupancy thereof by any person other than the Owner(s) of the premises. At no time shall the Short-term residential rental be used for temporary activities such as weddings, receptions, and large parties attended by more than the occupants of the Short-term residential rental.
- (b) Penalty for violation. Failure to obtain and maintain a business license or continuing to operate a Short-term residential rental business after suspension or revocation of a business license, knowingly or intentionally misrepresenting to any officer or employee of this City any material fact in procuring a business license for Short-term residential rentals, or failing to pay the full amount of any business license tax when due, shall be punishable in accordance with the provisions of Section 6.04.240 of this Code. An action against an Owner or any permittee of a business license for Short-term residential rentals who is in violation of any of the provisions of this Section may be brought pursuant to Chapter 8.06 or Section 6.04.240 of this Code, in addition to the business license suspension and revocation proceedings described in Section 6.45.160. Nothing herein shall be construed to limit the City's right to pursue any and all code enforcement or any and all available remedies at law.

#### **6.45.050 Registration.**

On a written form prepared by the Director of Development Services or his/her designee, of the City, the Owner shall register with the City as the point of contact for the Short-term Residential Rental Premises and shall be responsible for all requirements of this Chapter. However, such registration is deemed satisfied if accomplished by a Managing agency or agent on behalf of the Owner. The Owner of the Premises shall retain primary responsibility for all requirements of this Code related to Short-term residential rentals, notwithstanding registration by a Managing agency or agent. There shall be no subleasing of any Premises for Short-term residential rental purposes; instead, only a rental agreement executed by the Owner shall be permitted for any Premises when used for Short-term residential rentals. A fee may be established by resolution of the City Council to cover costs of processing the registration. Either the Owner of the Premises or a Managing agency or agent shall provide all of the following information to the City at the time of registration, and shall promptly upon change of any such information update such information to maintain accuracy:

- (a) Full legal name of the Owner of the Premises and if a business entity or trust, the individual who has responsibility to oversee its ownership of the Premises; and
- (b) Street and mailing addresses of the Owner of the Premises; and
- (c) Telephone number of the Owner of the Premises; and
- (d) Email address of the Owner of the Premises; and
- (e) Full legal name or business name of a Managing agency or agent, if any; and
- (f) Street and mailing addresses of a Managing agency or agent, if any; and
- (g) Telephone number of a Managing agency or agent, if any; and
- (h) Street and mailing addresses of the Short-term residential rental Premises; and
- (i) Telephone number of the Short-term residential rental Premises; and
- (j) List of all online websites used to advertise Premises for Short-term residential rental along with all listing numbers; and
- (k) Full name and telephone number of 24-hour emergency Local contact person; and
- (l) Submit a Transit Occupancy Tax (TOT) registration fee as set by resolution of the Placentia City Council; and
- (m) Submit a Short-term residential rental registration fee as set by resolution of the Placentia City Council; and
- (n) Any other contact information the City may reasonably require.
- (o) Provide the Uniform Resource Locator (URL), (i.e. the web site address) for any and all advertisements of the short-term residential rental.
- (p) Proof of insurance.**

Amended by  
the Planning  
Commission  
on 6/11/19

A current business license, TOT registration and Good Neighbor Brochure shall be hung and/or placed in a conspicuous location within the Premises at all times of the Short-term residential rental business operation. In addition, each Responsible person for the Premises shall be provided with a copy of the City's Good Neighbor Brochure by the Owner or Managing agency or agent.

The Owner or Managing agency or agent shall provide language in their rental agreement allowing for immediate termination of the rental contract, and immediate eviction upon any violation of the Municipal Code by any occupant. The Responsible person shall acknowledge understanding of all Placentia Short-term residential rental rules and their liability for any fines incurred by occupants.

Upon successful registration, the City may issue a short-term residential rental operating permit to the owner of the Premises on a first in time and first in right basis. Notwithstanding any provisions of this Code to the contrary, the City reserves the right to deny a short-term residential rental permit to an applicant if it is determined that the geographic area within a 300-foot radius of the Premises being considered for registration has an overconcentration of short-term residential rental uses.

**6.45.060 Personal availability.**

- (a) For each Short-term residential rental, a Local contact person shall be available by telephone on a seven (7) day per week, twenty-four (24) hour per day basis to respond to public safety calls, nuisances, or other complaints regarding the use, condition, operation, or conduct of occupants on the Premises. The Local contact person shall respond within one (1) hour to satisfactorily correct any alleged nuisance or violation of this Chapter by occupants occurring at the Premises. If the Local contact person does not respond within one (1) hour or does not satisfactorily correct the alleged nuisance or violation pertaining to the call, the Owner shall be subject to citation pursuant to Section 6.45.170 of this Code.
- (b) The Local contact person shall be physically present within the geographical limits of the City during the term of the Short-term residential rental or be otherwise physically available to respond by visiting the Premises in person, at the request of the City or the City's police authority, within one (1) hour of contact concerning any alleged nuisance or violation of this Chapter.

**6.45.070 Notice to occupants.**

The Owner or Managing agency or agent shall provide the Responsible person of a Short-term residential rental with the following information prior to occupancy of the Premises and shall post such information in a conspicuous place within the dwelling on the premises:

- (a) The name of the Owner or Managing agency or agent and a telephone number at which each may be reached on a seven (7) day per week, twenty-four (24) hour per day basis; and
- (b) Notification of the maximum number of overnight and daytime occupants permitted on the Premises pursuant to this Chapter; and
- (c) Notification of the City's noise standards, as provided in Chapter 23.76 of this Code, as may be amended from time to time; and
- (d) Notification of the parking standards of this Chapter; and
- (e) A copy of this Chapter of the Placentia Municipal Code, as may be amended from time to time; and
- (f) Notification that an occupant may be cited or fined by the City, in addition to any other remedies available at law, for violating any provisions of this Chapter; and

- (g) A copy of the "Good Neighbor Brochure"; and
- (h) The Owner or Managing agency or agent shall keep on file a signed agreement acknowledging that the Responsible person and occupants agree to the general rules summarized in the Good Neighbor Brochure and rental contract, including without limitation the immediate termination provision in the rental contract for any violation of the Municipal Code by any occupant.

**6.45.080 Transient Occupancy Tax.**

All Short-term residential rentals shall be subject to the City's Transient Occupancy Tax (TOT) as required by Chapter 3.20 of this Code. The Owner or Managing agency or agent shall report and remit TOT to the City, even if a zero balance exists for the reporting period, once per quarter, on or before the 30th day following the dates of March 31, June 30, September 30, and December 31 of each year, on a form prepared by the City or in a manner otherwise acceptable to the City. Any Owner(s) or Managing agency or agent on behalf of Owner(s), who fails to report and remit TOT, or submit a form indicating a zero balance, concerning a Premises with a registered operating permit, subject to Section 6.45.040 of this Code, within three (3) days of written notification of delinquency from the City, shall have their operating permit for the subject Premises revoked. Such written notification will be mailed by Certified U.S. Mail to the address(es) provided to the City pursuant to Section 6.45.050 of this Code.

**6.45.090 Reserved.**

**6.45.100 Signs/advertisement.**

No sign, as that term is defined in Section 17.04.030 of this Code, shall be posted on the Premises to advertise the availability of the Short-term residential rental unit to the public.

All advertisement, including online advertisement, shall include the following information:

- (a) The assigned Short-term residential rental permit number; and
- (b) The number of occupants allowed to occupy the Short-term residential rental.
- (c) Any sign or advertisement in violation of this Chapter shall be subject to a citation pursuant to Section 6.45.170 of this Code.

Amended by  
the Planning  
Commission  
on 6/11/19

No Owner, Managing Agent, person, entity, Responsible Party, or Hosting Platform shall advertise a short-term residential rental situated within the City that is not licensed pursuant to this Chapter. All Hosting Platforms shall provide the following information in a notice to any owner listing a Short-term Rental located within the City of ~~Whittier~~ **Placentia** through the Hosting Platform's service. The notice shall be provided prior to the owner listing the premises and shall include the following information: THE "SHORT-

TERM RESIDENTIAL RENTALS" CHAPTER OF THE PLACENTIA MUNICIPAL CODE PROHIBITS THE SHORT-TERM RENTAL OF RESIDENTIAL PREMISES WITHIN THE CITY OF PLACENTIA UNLESS THE CITY HAS ISSUED BOTH A BUSINESS LICENSE AND OPERATING PERMIT, AND THE OWNER PAYS TRANSIENT OCCUPANCY TAX. The Operating Permit License Number assigned by the City to a Short-term Residential Rental must be displayed on any Hosting Platform's website where

said short-term rental is advertised. Each Short-term Residential Rental shall have a unique operating permit number.

#### **6.45.110 Noise.**

It is unlawful for any Owner, occupant, renter, lessee, person present upon, or person having charge or possession of the Premises to make or continue or cause to be made or continued any loud, unnecessary or unusual noise which disturbs the peace and quiet of any neighborhood or which causes discomfort or annoyance to any reasonable person of normal sensitiveness residing in the area, or violates any provision of Chapter 10.32 (Noise), or Chapter 23.76 (Noise Control) of this Code. For the purposes of determining whether a violation of this Section has occurred, the standards set forth in Chapter 10.32 and/or Chapter 23.76 of this Code. Fines for violation of the noise provisions in the Municipal Code, as applicable to Short-term Code shall apply residential rentals shall be those established pursuant to Section 6.45.170 of this Code.

Sound amplification, either inside or outside the short-term rental is prohibited.

#### **6.45.120 Occupancy.**

The maximum overnight occupancy on the Premises of the Short-term residential rental, from the hours of 11:00 p.m. through 6:00 a.m. on the following morning, shall not exceed two (2) persons per bedroom with an exception for children under the age of six (6) who may additionally occupy the premises, and no additional occupants shall be permitted on the Premises during such hours. In any advertising concerning the Premises for Short-term residential rental, the Owner or Managing agency or agent shall advertise the maximum number of overnight occupants allowed as set forth above.

#### **6.45.130 Maintenance of residential character.**

The appearance of the Premises shall not conflict with the residential character of the neighborhood, either by the use of colors, materials, lighting, landscaping, window coverings or otherwise. All applicable development, design, and landscaping standards, including, but not limited to, Chapter 23 of this Code, are expressly made applicable to a Premises used for Short-term residential rentals.

Trash and refuse shall be stored outside of public view, except in proper trash containers for the purpose of collection of the trash haulers during the day the trash is collected.

Occupants shall not utilize any vehicle, tent, or other portable structure for a dwelling unit on the grounds of the Premises.

Premises may only be used for residential lodging and shall not be used for weddings, receptions, commercial functions, advertised conferences, or similar purposes. The condition of the Premises shall comply with all applicable fire, building and other health and safety laws, including all required building and fire permits; and Owner shall consent to inspection by the City upon request to verify compliance with the City's short-term residential rental requirements.

#### **6.45.140 Minimum duration of rental.**

The duration of any lease or rental of Premises as a Short-term residential rental registered pursuant to Sections 6.45.040 and 6.45.050 of this Code shall be for a minimum of one (1) night and two (2) consecutive days during which time there shall be no overlapping leases or rental of the Premises. In any advertising concerning the availability of the Premises for Short-term residential rental, the Owner or Managing agency or agent shall advertise the minimum number of rental nights and days set forth in this subsection.

#### **6.45.150 Parking.**

During the term of any Short-term residential rental, a maximum of one (1) vehicle per bedroom shall be permitted for the Premises, and no additional vehicles shall be permitted. All vehicles of occupants of the Short-term residential rental shall be parked only in an approved driveway or garage on the Premises.

#### **6.45.160 Revocation of Short-term residential rental permit and business license.**

- (a) Grounds for Revocation. In addition to any other penalty authorized by law, a permit and business license for a Short-term residential rental may be revoked by the City if the Director of Development Services finds, after notice to the licensee and opportunity to be heard, that the licensee or his or her agent or employee has violated, or failed to fulfill, the requirements of this Chapter or this Code,

The Director of Development Services, or designee, shall immediately revoke all rental permits from the Owner and Managing agency or agent upon three (3) violations of this Chapter pertaining to any combination of Premises owned by the Owner or managed by the Owner's Managing agency or agent within the City within any twelve (12) month period.

- (b) Appeal from denial, suspension or revocation of a business license for Short-term residential rental. Any applicant for a business license for the business of Short-term residential rentals whose application was denied by the Director of Development Services, and any licensee whose business license for a Short-term residential rental is suspended or revoked by the Director of Development Services, may, within ten (10) days following such decision, appeal such decision to the Planning Commission, in which event the decision of the Director of Development Services shall be vacated and the Planning Commission shall determine whether to affirm, reverse, or modify the decision of the Director of Development Services in accordance with the requirements for Short-term residential rentals set forth in this Chapter. At least fourteen (14) days prior to the Planning Commission's meeting to consider the appeal of the applicant or licensee, the Director of Development Services, City Clerk, or authorized designee, shall send, by United States mail, certified, return receipt requested, written notice to the applicant or licensee of the time and place at which the Planning Commission will consider the application, suspension or revocation, and the applicant or licensee shall be provided an opportunity to be heard by the Planning Commission prior to its decision being made. Subject to any appeal of the City Council as hereinafter permitted, the decision of the Planning Commission shall be final, and the City Clerk shall notify the applicant or licensee, as applicable, in writing of the decision of the Planning Commission. If the Planning Commission affirms the decision of

the Director of Development Services denying an application or suspending or revoking a license, the applicant or licensee shall have the right to appeal the decision of the Planning Commission to the City Council in accordance with the provisions of Section 23.87 of this Code, as amended from time to time. The decision of the Planning Commission shall not be vacated during the pendency of any appeal to the City Council.

#### **6.45.170 Administrative citation.**

- (a) The City, may issue an administrative citation to any occupant, invitee, renter, lessee or Owner of the Premises, or Managing agency or agent, and/or Hosting Platform for a violation of any provision of this Chapter.
- (b) All complaints against a Short-term residential rental for any violation of this Code may be handled by the City on a 24-hour basis. Any police report where the City's police authority has concluded that a violation of this Chapter has occurred, may be submitted to the City's Code Enforcement Department for review, processing and issuance of an administrative citation. Each and every day, or portion thereof, that a violation of this Chapter exists constitutes a separate and distinct violation for which an administrative citation may be issued. Such an administrative citation shall be issued, notice given, and any appeals heard by the processes and in the manner prescribed by Sections 8.06.010 through 8.06.180 of this Code, as amended from time to time.

In addition or in the alternative, any violation of this Chapter may constitute a misdemeanor which may be subject to the maximum punishment therefor as allowed by law.

#### **Responsible person (renter):**

The City may issue and the responsible person for each Short-term residential rental may receive an administrative citation for any violation of this Chapter 6.45, or any other provision of this Code which is violated during a Short-term residential rental including, without limitation, the City's noise ordinance, as follows:

1. First violation — Warning by City authority;
2. Second violation within any thirty (30) day period - \$500 fine;
3. Third and subsequent violations within any thirty(30) day period - \$1,000 fine for each violation.

#### **Owner:**

The City may issue and the Owner may receive an administrative citation for any violation of this Chapter 6.45, or any other provision of this Code which is violated during a Short-term residential rental including, without limitation, the City's noise ordinance, by the Owner or Short-term residential rental occupant, as follows:

1. First violation – Warning by City;

2. Second and subsequent violations within any twelve (12) month period, other than operating without a business license or Short-term residential rental permit — \$500 fine for each violation, and permanent revocation of business license and Short-term residential rental permit;
3. Second violation of operating without a business license or Short-term residential rental permit and permanent prohibition against receipt of a business license and Short-term residential rental permit — \$1,000 fine.
4. Violations for operating without a business license or Short-term Residential Rental Permit shall be cited and enforced pursuant to Chapter and/or Chapter , accordingly.

### **Hosting Platform**

The City may issue and the Hosting Platform may receive an administrative citation for each violation of Section 6.45.210 of this Chapter.

- (1) Each and every violation -- \$1,000 fine per violation per day.

### **6.45.180 Master Associations.**

Any Master Association, acting on behalf of Owners of Premises within a Country Club, may choose to operate Short-term residential rentals, and if so shall register Premises for operation as a Short-term residential rental pursuant to the requirements of Section 6.45.050, In such event, Short-term residential rentals registered by the Master Association shall not be restricted by any minimum duration of rental as otherwise set forth in Section 6.45.140.

### **6.45.190 Reserved.**

### **6.45.200 Common Interest Developments**

A Common Interest Development, separate and apart from a Master Association, may allow Short-term residential rentals for a minimum number of consecutive nights and days as determined by its governing board and Owners of Premises therein, provided it satisfies all of the following:

- (a) The governing board of the Common Interest Development shall propose the issue of allowing the proposed specific minimum consecutive night and day Short-term residential rentals by a formal election/vote of all Owners of Premises within the Common Interest Development.
- (b) At least a majority of those members voting from within the Common Interest Development shall have, by recorded vote, approved the proposal.
- (c) The governing board of the Common Interest Development shall file with the City's Director of Development Services written certification of the results of such election/vote, signed by the President or Chair of the governing board and in a form and substance approved by the Director of Development Services in his/her discretion.

- (d) Upon filing a certification with the City that the proposal was approved, Short-term residential rentals within the Common Interest Development shall not be restricted by the minimum duration of rental as set forth in Section 6.45.140(b), but may be operated for any minimum duration established by the above described vote.
- (e) A Common Interest Development may repeal this authority by following the election/voting procedures set forth in subsections (a)-(d) above. If this authority is repealed, all Short-term residential rental permits and business licenses issued to Owners in the Common Interest Development shall remain valid and in effect, but shall automatically be deemed to be amended to allow a minimum duration of twenty-nine (29) nights (twenty-eight (28) nights in February of non-leap years), as set forth in Section 6.45.140(b).
- (f) If a Common Interest Development has not chosen to allow Short-term residential rentals for a minimum duration of less than that set forth in Section 6.45.180(b), individual Owners within the Common Interest Development may apply for a Short-term residential rental permit for their own Premises in accordance with Section 6.45.180(b).

**6.45.210 Unlicensed Rentals**

Amended by  
the Planning  
Commission  
on 6/11/19

Hosting Platforms are prohibited from facilitating the short-term residential rental of unlicensed and illegal businesses. Hosting Platforms shall not process transactions for properties that are not licensed and permitted by the City. ~~Failure of any Hosting Platform to remove from its website the marketing information for any and all unlicensed and illegal short-term residential rental properties shall be a violation of this Section.~~ Hosting Platforms shall not facilitate the evading of relevant taxes and regulations by any short-term residential rental.

Owners and/or Managing Agents and/or agents and/or operators of an unlicensed short-term residential rental are expressly prohibited from operating in the City and are illegal and are prohibited from being marketed as short-term residential rentals available for lodging within the City.

**6.45.220 Reserved.**

**SECTION 2.** Chapter 23.71 of the Placentia Municipal Code is added in its entirety as follows:

**Chapter 23.71  
Short-term Residential Rentals Licensed Use**

**23.71.010 Short-term Residential Rentals – Licensed Use.**

A short-term residential rental is a permitted use in the following zones only upon this issuance of a license by the City pursuant to Chapter 6.34 of the Placentia Municipal Code:

- (1) Residential Agricultural (R-A) – See Chapter 23.10;
- (2) Single-Family Residential (R-1) – See Chapter 23.12;

- (3) Low-Medium Density Multiple Family (R-2) – See Chapter 23.15;
- (4) Residential Planned Community RPC – See Chapter 23.25;
- (5) Planned Unit Development (PUD) – See Chapter 23.72; and
- (6) Low density land use areas within Specific Plan 7 – See Chapter 23.107.
- (7) Medium Density Multiple-Family (R-G) – See Chapter 23.18
- (8) High Density Multiple-Family (R-3) – See Chapter 23.21
- (9) Specific Plan 6 (SP-6) – See Chapter 23.106
- (10) Specific Plan 8 (SP-8) – See Chapter 23.108
- (11) Specific Plan 10 (SP-10) – See Chapter 23.110
- (12) Transit Oriented Development Packing House District (TOD) – See Chapter 23.111
- (13) Old Town Placentia Revitalization Plan (OT) – See Chapter 23.112

**SECTION 3. CEQA.** This Ordinance does not commit the City to any action that may have a significant effect on the environment. As a result, such action does not constitute a project subject to the requirements of the California Environmental Quality Act(CEQA), Section 15061 (b)(3).

**SECTION 4. SEVERABILITY.** If any provision, clause, sentence or paragraph of this Ordinance or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other provisions of this Ordinance, which can be given effect without the invalid provision or application and, to this end, the provisions of this Ordinance are hereby declared to be severable, This Ordinance amends, adds to and deletes (as applicable) sections of the Placentia Municipal Code.

**SECTION 5. EFFECTIVE DATE.** This Ordinance shall take effect and be in force 30 days after passage.

**SECTION 6. PUBLICATION.** The City Clerk is directed to publish this Ordinance, full text or summary form, in the manner and in the time prescribed by law.

**INTRODUCED** at a regular meeting of the City Council of the City of Placentia held on July 9, 2019.

**PASSED, APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_ 2019.**

\_\_\_\_\_  
Rhonda Shader, Mayor

ATTEST:

\_\_\_\_\_  
Robert S. McKinnell, City Clerk

I, Robert S. McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council held on the 9th day of July 2019 and was finally adopted at a regular meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2019 by the following vote:

AYES: Councilmembers:  
NOES: Councilmembers:  
ABSENT: Councilmembers:  
ABSTAINED: Councilmembers:

ATTEST:

\_\_\_\_\_  
Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

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

**RESOLUTION NO. PC-2019-13**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF PLACENTIA, RECOMMENDING THE CITY COUNCIL ADOPTION OF AN ORDINANCE AMENDING THE CITY OF PLACENTIA MUNICIPAL CODE (PMC), BY ADDING CHAPTER 23.71 (SHORT-TERM RESIDENTIAL RENTALS – LICENSED USE) AND CHAPTER 6.45 (SHORT-TERM RESIDENTIAL RENTALS) RELATING TO SHORT-TERM RESIDENTIAL RENTALS AND MAKING CONFORMING CHANGES TO CHAPTERS 23.10, 23.12, 23.15, 23.18, 23.21, 23.25, 23.72, 23.106, 23.107, 23.108, 23.110, 23.111 AND 23.112 OF THE MUNICIPAL CODE**

**A. Recitals.**

WHEREAS, the City of Placentia ("City") has the authority under Article 11, Section 5 of the California Constitution and the City Charter to make and enforce all ordinances and regulations with respect to municipal affairs; and

WHEREAS, the City has the authority to regulate land uses and businesses operating within the City; and

WHEREAS, short-term residential rentals of private residences are business ventures that are presently not a permitted use in any residential zone of the City; and

WHEREAS, short-term residential rental arrangements (also called commercial transient housing arrangements) are not traditional rentals or leases that convey a real property interest, but rather they are overnight accommodations offered for hire for periods 29 days or less pursuant to a license. In this respect, they are quite similar to a hotel, motel, or bed and breakfast; and

WHEREAS, the Planning Commission hereby recommends that the Placentia City Council now seek to permit the short-term rental use of certain legally permitted dwelling units throughout the City of Placentia in order to facilitate the booking of reservations for such uses through internet-based booking platforms, and promote tourism and economic vitality in the City; and

WHEREAS, the short-term rental of homes can provide a flexible housing stock that allows travelers a safe accommodation while contributing to the local economy, promoting travel and tourism and supporting the local tourism industry and business community; and

WHEREAS, the short-term rental of homes can provide homeowners an opportunity to maintain ownership of property in difficult economic circumstances; and

WHEREAS, the needs of long-term residents should be balanced with the allowance of short-term rentals; and

WHEREAS, the Planning Commission hereby recommends that the Placentia City Council recognize that unregulated short-term rentals can create disproportionate impacts related to their size, excessive occupancy, and lack of proper facilities; and

WHEREAS, the presence of unregulated short-term rentals of residential dwelling units in established residential neighborhoods can create negative compatibility impacts and nuisance violations, among which include, but are not limited to, excessive noise, on-street parking, accumulation of trash, and diminished public safety; and

WHEREAS, the conversion of long-term housing units to short-term rentals will result in the loss of long-term housing for Placentia residents; and

WHEREAS, it is in the public interest that short-term rental uses be regulated in order to help preserve housing for long-term tenants and to minimize any potential deleterious effects of short-term rental properties on other properties in the surrounding neighborhoods in which they are located; and

WHEREAS, the Planning Commission finds that there is a substantial interest in furthering the public health, safety and welfare by controlling density, by protecting the residential character of areas designated for residential use, by promoting home ownership and providing appropriate housing stock to meet the needs of the City, by establishing and enforcing minimum life safety standards, and by preserving the long-term rental housing market located within the City.

WHEREAS, short-term residential rentals of private residences within the City are subject to the City's business licensing ordinance; and

WHEREAS, short-term occupancies of private residences within the City are subject to the City's transient occupancy tax; and

WHEREAS, the City desires and intends to amend the Placentia Municipal Code to make express and clarify provisions concerning short-term residential rentals, promote accurate collection of the transient occupancy tax, and enhance and maintain the residential character of its residential zones by providing regulations for short-term residential rentals within the City.

WHEREAS, the Planning Commission conducted a duly noticed public hearing on the proposed ordinance, and the City Council thereafter conducted a duly noticed public hearing;

**B. Resolution.**

NOW, THEREFORE, BE IT RESOLVED, by the Planning Commission of the City of Placentia as follows:

Amended by the Planning Commission on 6/11/19

**SECTION NO. 1:** Based on the evidence presented and the findings set forth, Zoning Code Amendment No. ZCA 2019-02 is hereby found to be consistent with the Placentia General Plan and the

implementation thereof **and that the proposed Zoning Code Amendment will not be detrimental to the health, safety or general welfare of the persons residing or working within the neighborhood of the proposed amendment or within the city; will not be injurious to property or improvements within the neighborhood or within the city.**

**SECTION NO. 2:** This Commission hereby specifically finds that all the facts as set forth in the Recitals, Part A, of this Resolution are true and correct.

**SECTION NO. 3:** The City of Placentia has a substantial interest in promoting the public health, safety, and welfare of the community.

**SECTION NO. 4:** The Planning Commission of the City of Placentia recommends that the City Council approve the Ordinance, attached hereto as Exhibit "A" (Zoning Code Amendment 2019-02) and incorporated herein by this reference, amending the City of Placentia Municipal Code (PMC), by adding Chapter 23.71 (Short-Term Residential Rentals – Licensed Use) and Chapter 6.45 (Short-Term Residential Rentals) relating to Short-Term Residential Rentals and making conforming changes to Chapters 23.10, 23.12, 23.15, 23.18, 23.21, 23.25, 23.72, 23.106, 23.107, 23.108, 23.110, 23.111 and 23.112 of the Municipal Code.

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

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

**SECTION NO. 7:** The Planning Commission hereby recommends that the City Council find and certify, that the amendments set forth in ZCA 2019-02 have been reviewed and considered in accordance with the provisions of the California Environmental Quality Act of 1970, as amended, the Guidelines promulgated thereunder and City Guidelines and, further, that it can be seen with certainty that there is no possibility that the amendments set forth below may have a significant effect on the environment. The Commission further recommends the City Council find that said amendments are therefore not subject to the requirements of the California Environmental Quality Act pursuant to the provisions of § 15061(b)(3) of Division 6 of Title 14 of the California Code of Regulations and further recommends that a Notice of Exemption be filed with the Orange County Clerk/Recorder, in the manner as required by law.

**SECTION NO. 8:** The Secretary is instructed to forward a copy of this Resolution to the City Council for their attention in the manner as prescribed by law.

ADOPTED AND APPROVED this 11<sup>th</sup> day of June, 2019.

\_\_\_\_\_  
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 11th day of June, 2019, and was passed at this regular meeting of the Planning Commission of the City of Placentia held on the 11th day of June, 2019, by the following vote:

AYES:	COMMISSION MEMBERS:
NOES:	COMMISSION MEMBERS:
ABSENT:	COMMISSION MEMBERS:
ABSTAINED:	COMMISSION MEMBERS:

ATTEST:

\_\_\_\_\_  
JOSEPH M. LAMBERT,  
SECRETARY TO THE PLANNING COMMISSION

APPROVED AS TO FORM

\_\_\_\_\_  
CARRIE A. RAVEN,  
ASSISTANT CITY ATTORNEY

EXHIBIT "A"

DRAFT ORDINANCE NO. O-2019-XX

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, ADDING CHAPTER 23.71 (Title 23 ZONING CODE) AND ADDING CHAPTER 6.45 (TITLE 6 BUSINESS LICENSES AND REGULATIONS) OF THE PLACENTIA MUNICIPAL CODE RELATING TO SHORT-TERM RESIDENTIAL RENTALS**

WHEREAS, the City of Placentia ("City") has the authority under Article 11, Section 5 of the California Constitution and the City Charter to make and enforce all ordinances and regulations with respect to municipal affairs; and

WHEREAS, the City has the authority to regulate land uses and businesses operating within the City; and

WHEREAS, short-term residential rentals of private residences are business ventures that are presently not a permitted use in any residential zone of the City; and

WHEREAS, short-term residential rental arrangements (also called commercial transient housing arrangements) are not traditional rentals or leases that convey a real property interest, but rather they are overnight accommodations offered for hire for periods of less than 30 days pursuant to a license. In this respect, they are quite similar to a hotel, motel, or bed and breakfast; and

WHEREAS, the Placentia City Council now seeks to permit the short-term rental use of certain legally permitted dwelling units throughout the City of Placentia in order to facilitate the booking of reservations for such uses through internet-based booking platforms, and promote tourism and economic vitality in the City; and

WHEREAS, the short-term rental of homes can provide a flexible housing stock that allows travelers a safe accommodation while contributing to the local economy, promoting travel and tourism and supporting the local tourism industry and business community; and

WHEREAS, the short-term rental of homes can provide homeowners an opportunity to maintain ownership of property in difficult economic circumstances; and

WHEREAS, the needs of long-term residents should be balanced with the allowance of short-term rentals; and

WHEREAS, the Placentia City Council recognizes that unregulated short-term rentals can create disproportionate impacts related to their size, excessive occupancy, and lack of proper facilities; and

WHEREAS, the presence of unregulated short-term rentals of residential dwelling units in established residential neighborhoods can create negative compatibility impacts and nuisance violations, among which include, but are not limited to, excessive noise, on-street parking, accumulation of trash, and diminished public safety; and

WHEREAS, the conversion of long-term housing units to short-term rentals will result in the loss of long-term housing for Placentia residents; and

WHEREAS, it is in the public interest that short-term rental uses be regulated in order to help

preserve housing for long-term tenants and to minimize any potential deleterious effects of short-term rental properties on other properties in the surrounding neighborhoods in which they are located; and

WHEREAS, the Placentia City Council finds that there is a substantial interest in furthering the public health, safety and welfare by controlling density, by protecting the residential character of areas designated for residential use, by promoting home ownership and providing appropriate housing stock to meet the needs of the City, by establishing and enforcing minimum life safety standards, and by preserving the long-term rental housing market located within the City.

WHEREAS, short-term residential rentals of private residences within the City are subject to the City's business licensing ordinance; and

WHEREAS, short-term occupancies of private residences within the City are subject to the City's transient occupancy tax; and

WHEREAS, the City desires and intends to amend the Placentia Municipal Code to make express and clarify provisions concerning short-term residential rentals, promote accurate collection of the transient occupancy tax, and enhance and maintain the residential character of its residential zones by providing regulations for short-term residential rentals within the City.

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

**SECTION 1.** Chapter 6.45 of the Placentia Municipal Code is added in its entirety as follows:

**Chapter 6.45  
SHORT-TERM RESIDENTIAL RENTALS**

**Sections:**

- 6.45.010 Violation – Nuisance – Applicability.**
- 6.45.020 Short-term residential rental, definitions.**
- 6.45.030 Conditions of operation.**
- 6.45.040 Business license.**
- 6.45.050 Registration.**
- 6.45.060 Personal availability.**
- 6.45.070 Notice to occupants.**
- 6.45.080 Transient occupancy tax.**
- 6.45.090 (Reserved)**
- 6.45.100 Signs/Advertisement.**
- 6.45.110 Noise.**
- 6.45.120 Occupancy.**
- 6.45.130 Maintenance of residential character.**
- 6.45.140 Minimum duration of rental.**
- 6.45.150 Parking.**
- 6.45.160 Revocation of Short-term residential rental permit and business license.**
- 6.45.170 Administrative citation.**
- 6.45.180 Master Associations.**
- 6.45.190 Reserved.**
- 6.45.200 Common Interest Developments.**

**6.45.210 Unlicensed Rentals.**

**6.45.220 Ordinance sunset.**

**6.45.010 Violation—Nuisance—Applicability.**

It is unlawful and a violation of this Chapter, and is hereby declared a public nuisance, for any person or entity owning, renting, leasing, occupying, or having charge, control or possession of any real or improved property within the City of Placentia to cause, permit, maintain or allow any violation of this Chapter to exist thereon. Any violation of this Chapter is punishable as a misdemeanor and/or as otherwise permitted by this Code. Each and every violation of this Chapter that exists constitutes a separate and distinct violation as does each and every day, or portion thereof that any violation exists.

**6.45.020 Short-term residential rental, definitions.**

The following words and phrases, whenever used in this Chapter, shall have the meaning defined in this Section unless the context clearly requires otherwise:

"Advertise" means the act of drawing the public's attention to a short-term rental in order to promote the availability of the residence for use as a short-term rental. Said advertising may be found in any medium, including but not limited to, newspaper, magazine, brochure, website, or mobile application.

"Booking Service" means any reservation and/or payment service provided by a person or entity that facilitates a short-term rental transaction between an Owner and a prospective Occupant, and for which the person or entity collects or receives, directly or indirectly through an agent or intermediary, a fee in connection with the reservation and/or payment services provided for the short-term rental transaction.

"City" means the City of Placentia.

"Code" means the Placentia Municipal Code.

"Common Interest Development" means a residential development that is subject to the Davis-Stirling Act of the State of California, and where there exists a common area owned by an association or owners of separate interests, there has been recorded a declaration and final subdivision map, there has been conveyed to each homeowner a separate interest coupled with an interest in the common area or membership in the association, and there is a board of directors elected by the association of homeowners.

"Good Neighbor Brochure" means a document prepared by the City, as may be revised from time to time, that summarizes the general rules of conduct, consideration and respect pertaining to the use and occupancy of the short-term rental units.

"Hosting Platform" means a person or entity that participates in the short-term rental business by providing, and collecting or receiving a fee for, Booking Services through which an Owner may offer premises for an occupant on a short-term basis. Hosting Platforms usually, though not necessarily, provide Booking Services through an online platform that allows an Owner to advertise the premises through a website provided by the Hosting Platform and the Hosting Platform conducts a transaction by which potential occupants arrange their use and their payment, whether the would-be occupant pays rent directly to the Owner or to the Hosting Platform. Hosting Platform also means a marketplace that is

created for the primary purpose of facilitating the short-term rental of a residential unit offered for occupancy for tourist or transient use for compensation to the offeror of that unit, and the operator of the hosting platform derives revenues, including booking fees or advertising revenues, from providing or maintaining that marketplace. "Facilitating" includes, but is not limited to, the act of allowing the offeror of the residential unit to offer or advertise the residential unit on the Internet Web site provided or maintained by the operator.

"Local contact person" means the person designated by the Owner, or Owner's authorized agent, who shall be available twenty-four (24) hours per day, seven (7) days per week for the purpose of: (1) responding within one (1) hour to complaints regarding the condition, operation, or conduct of occupants of the Short-term residential rental unit; and (2) taking any remedial action necessary to resolve any such complaints.

"Managing agency or agent" means a person, firm, or agency representing the Owner of the Short-term residential rental, or a person, firm, or agency owning or operating more than one (1) Short-term residential rental.

"Master Association" means any entity which has written and valid contractual jurisdiction and authority to act on behalf of common interest developments and to exclusively manage all Short-term residential rentals within that entire common interest development, as defined in this Section 6.45.020, and development and promptly respond in the event of Short-term residential rental violations or problems.

"Multiple Rentals" means the ownership or controlling interest of any number of real properties in excess of one residential property in the City used for purposes of Short-term residential rentals as defined in this Chapter 6.45.

"Occupant" means any individual person living, sleeping or possessing a building, or portion thereof. A person is not required to be paying rent, providing in-kind services, or name in any lease, contract or other legal document to be considered an occupant.

"Owner" means any person or entity having fee-title ownership and/or appearing on the last equalized assessment roll of Orange County showing controlling interest of the Premises.

"Owner's authorized agent," or "manager," or "managing agency" means an individual or business entity, or their representative, appointed by an Owner to solicit applications, execute agreements, or otherwise act on Owner's behalf in the rental of property as a Short-term residential rental.

"Premises" means the actual single-family house or other residential dwelling unit, including all of its improved real property, which is used as a Short-term residential rental.

"Responsible person" means the signatory of a short-term rental agreement for the use and occupancy of a short-term rental unit, who shall be an occupant of the subject short-term rental unit, and is legally responsible for ensuring that all occupants of the short-term rental unit, and/or their guests, comply with all applicable laws, rules and regulations pertaining to the use and occupancy of subject short-term rental unit, and who may be held liable for any violation of all applicable laws, rules and regulations set forth in this Chapter.

"Short-term residential rental" means the rental of a residential dwelling unit by the Owner thereof to another party for a continuous period of less than thirty (30) days in the aggregate, in exchange for any form of monetary or non-monetary consideration such as, but not limited to, trade, fee, swap or any other in lieu of cash payment; and also means "Hotel" as that term is defined in section 3.20.10 of the Municipal Code.

"Transient occupancy tax" means the tax levied by the City in accordance with Chapter 3.20 of the Municipal Code. This tax is levied upon individuals or businesses engaged in the sale of sleeping accommodations to the public.

#### **6.45.030 Locations and Conditions of operations of Short-term residential rentals.**

- (a) Pursuant to this Chapter and any other applicable provisions of this Code, short-term residential rentals are permitted in those zones identified in Chapter 23.71 only if the requirements of this Chapter are met.
- (b) The requirements of this Chapter shall be met before a Short-term residential rental of a premises is permitted.
- (c) Pursuant to this Chapter and any other applicable provisions of this Code, multiple rentals under one Short-term Residential Rental permit are prohibited. Each Short-term Residential Rental shall require a unique permit and business license.
- (d) Notwithstanding any provisions in this Chapter to the contrary, Short-term residential rentals shall be permitted pursuant to business licenses and Short-term residential rental permits issued by the City in any new development containing at least ten (10) residential units, unless the City Council expressly prohibits Short-term Residential Rentals in a Development Agreement or as a condition in a Use Permit.

#### **6.45.040 Business license.**

- (a) Business license required for Short-term residential rentals. The Short-term residential rental of any Premises in the City is deemed to be a "business" as defined in Chapter 6.04 of this Code. It is unlawful for any person or entity, including, without limitation, the Owner of a Premises and Managing agency or agent, to engage in the business of Short-term Residential Rentals without first obtaining and maintaining both a valid business license from the City pursuant to Chapter 6.04 of this Code for the purpose of operating any number of Short-term Residential Rentals and an operating permit for each property to be used as a Short-term Residential Rental. The business license and operating permit or copy thereof shall be prominently displayed in a visible location at the Short-term residential rental Premises during any periods of occupancy thereof by any person other than the Owner(s) of the premises. At no time shall the Short-term residential rental be used for temporary activities such as weddings, receptions, and large parties attended by more than the occupants of the Short-term residential rental.
- (b) Penalty for violation. Failure to obtain and maintain a business license or continuing to operate a Short-term residential rental business after suspension or revocation of a business license, knowingly or intentionally misrepresenting to any officer or employee of this City any material fact in procuring a business license for Short-term residential rentals, or failing to pay the full

amount of any business license tax when due, shall be punishable in accordance with the provisions of Section 6.04.240 of this Code. An action against an Owner or any permittee of a business license for Short-term residential rentals who is in violation of any of the provisions of this Section may be brought pursuant to Chapter 8.06 or Section 6.04.240 of this Code, in addition to the business license suspension and revocation proceedings described in Section 6.45.160. Nothing herein shall be construed to limit the City's right to pursue any and all code enforcement or any and all available remedies at law.

#### **6.45.050 Registration.**

On a written form prepared by the Director of Development Services or his/her designee, of the City, the Owner shall register with the City as the point of contact for the Short-term Residential Rental Premises and shall be responsible for all requirements of this Chapter. However, such registration is deemed satisfied if accomplished by a Managing agency or agent on behalf of the Owner. The Owner of the Premises shall retain primary responsibility for all requirements of this Code related to Short-term residential rentals, notwithstanding registration by a Managing agency or agent. There shall be no subleasing of any Premises for Short-term residential rental purposes; instead, only a rental agreement executed by the Owner shall be permitted for any Premises when used for Short-term residential rentals. A fee may be established by resolution of the City Council to cover costs of processing the registration. Either the Owner of the Premises or a Managing agency or agent shall provide all of the following information to the City at the time of registration, and shall promptly upon change of any such information update such information to maintain accuracy:

- (a) Full legal name of the Owner of the Premises and if a business entity or trust, the individual who has responsibility to oversee its ownership of the Premises; and
- (b) Street and mailing addresses of the Owner of the Premises; and
- (c) Telephone number of the Owner of the Premises; and
- (d) Email address of the Owner of the Premises; and
- (e) Full legal name or business name of a Managing agency or agent, if any; and
- (f) Street and mailing addresses of a Managing agency or agent, if any; and
- (g) Telephone number of a Managing agency or agent, if any; and
- (h) Street and mailing addresses of the Short-term residential rental Premises; and
- (i) Telephone number of the Short-term residential rental Premises; and
- (j) List of all online websites used to advertise Premises for Short-term residential rental along with all listing numbers; and
- (k) Full name and telephone number of 24-hour emergency Local contact person; and
- (l) Submit a Transit Occupancy Tax (TOT) registration fee as set by resolution of the Placentia City Council; and
- (m) Submit a Short-term residential rental registration fee as set by resolution of the Placentia City Council; and
- (n) Any other contact information the City may reasonably require.
- (o) Provide the Uniform Resource Locator (URL), (i.e. the web site address) for any and all advertisements of the short-term residential rental.

**(p) Proof of insurance.**

A current business license, TOT registration and Good Neighbor Brochure shall be hung and/or placed in a conspicuous location within the Premises at all times of the Short-term residential rental business operation. In addition, each Responsible person for the Premises shall be provided with a copy of the City's Good Neighbor Brochure by the Owner or Managing agency or agent.

Amended by  
the Planning  
Commission  
on 6/11/19

The Owner or Managing agency or agent shall provide language in their rental agreement allowing for immediate termination of the rental contract, and immediate eviction upon any violation of the Municipal Code by any occupant. The Responsible person shall acknowledge understanding of all Placentia Short-term residential rental rules and their liability for any fines incurred by occupants.

Upon successful registration, the City may issue a short-term residential rental operating permit to the owner of the Premises on a first in time and first in right basis. Notwithstanding any provisions of this Code to the contrary, the City reserves the right to deny a short-term residential rental permit to an applicant if it is determined that the geographic area within a 300-foot radius of the Premises being considered for registration has an overconcentration of short-term residential rental uses.

#### **6.45.060 Personal availability.**

- (a) For each Short-term residential rental, a Local contact person shall be available by telephone on a seven (7) day per week, twenty-four (24) hour per day basis to respond to public safety calls, nuisances, or other complaints regarding the use, condition, operation, or conduct of occupants on the Premises. The Local contact person shall respond within one (1) hour to satisfactorily correct any alleged nuisance or violation of this Chapter by occupants occurring at the Premises. If the Local contact person does not respond within one (1) hour or does not satisfactorily correct the alleged nuisance or violation pertaining to the call, the Owner shall be subject to citation pursuant to Section 6.45.170 of this Code.
- (b) The Local contact person shall be physically present within the geographical limits of the City during the term of the Short-term residential rental or be otherwise physically available to respond by visiting the Premises in person, at the request of the City or the City's police authority, within one (1) hour of contact concerning any alleged nuisance or violation of this Chapter.

#### **6.45.070 Notice to occupants.**

The Owner or Managing agency or agent shall provide the Responsible person of a Short-term residential rental with the following information prior to occupancy of the Premises and shall post such information in a conspicuous place within the dwelling on the premises:

- (a) The name of the Owner or Managing agency or agent and a telephone number at which each may be reached on a seven (7) day per week, twenty-four (24) hour per day basis; and
- (b) Notification of the maximum number of overnight and daytime occupants permitted on the Premises pursuant to this Chapter; and
- (c) Notification of the City's noise standards, as provided in Chapter 23.76 of this Code, as may be amended from time to time; and
- (d) Notification of the parking standards of this Chapter; and
- (e) A copy of this Chapter of the Placentia Municipal Code, as may be amended from time to time; and

- (f) Notification that an occupant may be cited or fined by the City, in addition to any other remedies available at law, for violating any provisions of this Chapter; and
- (g) A copy of the "Good Neighbor Brochure"; and
- (h) The Owner or Managing agency or agent shall keep on file a signed agreement acknowledging that the Responsible person and occupants agree to the general rules summarized in the Good Neighbor Brochure and rental contract, including without limitation the immediate termination provision in the rental contract for any violation of the Municipal Code by any occupant.

**6.45.080 Transient Occupancy Tax.**

All Short-term residential rentals shall be subject to the City's Transient Occupancy Tax (TOT) as required by Chapter 3.20 of this Code. The Owner or Managing agency or agent shall report and remit TOT to the City, even if a zero balance exists for the reporting period, once per quarter, on or before the 30th day following the dates of March 31, June 30, September 30, and December 31 of each year, on a form prepared by the City or in a manner otherwise acceptable to the City. Any Owner(s), or Managing agency or agent on behalf of Owner(s), who fails to report and remit TOT, or submit a form indicating a zero balance, concerning a Premises with a registered operating permit, subject to Section 6.45.040 of this Code, within three (3) days of written notification of delinquency from the City, shall have their operating permit for the subject Premises revoked. Such written notification will be mailed by Certified U.S. Mail to the address(es) provided to the City pursuant to Section 6.45.050 of this Code.

**6.45.090 Reserved.**

**6.45.100 Signs/advertisement.**

No sign, as that term is defined in Section 17.04.030 of this Code, shall be posted on the Premises to advertise the availability of the Short-term residential rental unit to the public.

All advertisement, including online advertisement, shall include the following information:

- (a) The assigned Short-term residential rental permit number; and
- (b) The number of occupants allowed to occupy the Short-term residential rental.
- (c) Any sign or advertisement in violation of this Chapter shall be subject to a citation pursuant to Section 6.45.170 of this Code.

Amended by  
the Planning  
Commission  
on 6/11/19

No Owner, Managing Agent, person, entity, Responsible Party, or Hosting Platform shall advertise a short-term residential rental situated within the City that is not licensed pursuant to this Chapter. All Hosting Platforms shall provide the following information in a notice to any owner listing a Short-term Rental located within the City of ~~Whittier~~ **Placentia** through the Hosting Platform's service. The notice shall be provided prior to the owner listing the premises and shall include the following information: THE "SHORT-TERM RESIDENTIAL RENTALS" CHAPTER OF THE PLACENTIA MUNICIPAL CODE PROHIBITS THE SHORT-TERM RENTAL OF RESIDENTIAL PREMISES WITHIN THE CITY OF PLACENTIA UNLESS THE CITY HAS ISSUED BOTH A BUSINESS LICENSE AND OPERATING PERMIT, AND THE OWNER PAYS TRANSIENT OCCUPANCY

TAX. The Operating Permit License Number assigned by the City to a Short-term Residential Rental must be displayed on any Hosting Platform's website where said short-term rental is advertised. Each Short-term Residential Rental shall have a unique operating permit number.

#### **6.45.110 Noise.**

It is unlawful for any Owner, occupant, renter, lessee, person present upon, or person having charge or possession of the Premises to make or continue or cause to be made or continued any loud, unnecessary or unusual noise which disturbs the peace and quiet of any neighborhood or which causes discomfort or annoyance to any reasonable person of normal sensitiveness residing in the area, or violates any provision of Chapter 10.32 (Noise), or Chapter 23.76 (Noise Control) of this Code. For the purposes of determining whether a violation of this Section has occurred, the standards set forth in Chapter 10.32 and/or Chapter 23.76 of this Code shall apply. Fines for violation of the noise provisions in the Municipal Code, as applicable to Short-term Code shall apply residential rentals shall be those established pursuant to Section 6.45.170 of this Code.

Sound amplification, either inside or outside the short-term rental is prohibited.

#### **6.45.120 Occupancy.**

The maximum overnight occupancy on the Premises of the Short-term residential rental, from the hours of 11:00 p.m. through 6:00 a.m. on the following morning, shall not exceed two (2) persons per bedroom with an exception for children under the age of six (6) who may additionally occupy the premises, and no additional occupants shall be permitted on the Premises during such hours. In any advertising concerning the Premises for Short-term residential rental, the Owner or Managing agency or agent shall advertise the maximum number of overnight occupants allowed as set forth above.

#### **6.45.130 Maintenance of residential character.**

The appearance of the Premises shall not conflict with the residential character of the neighborhood, either by the use of colors, materials, lighting, landscaping, window coverings or otherwise. All applicable development, design, and landscaping standards, including, but not limited to, Chapter 23 of this Code, are expressly made applicable to a Premises used for Short-term residential rentals.

Trash and refuse shall be stored outside of public view, except in proper trash containers for the purpose of collection of the trash haulers during the day the trash is collected.

Occupants shall not utilize any vehicle, tent, or other portable structure for a dwelling unit on the grounds of the Premises.

Premises may only be used for residential lodging and shall not be used for weddings, receptions, commercial functions, advertised conferences, or similar purposes. The condition of the Premises shall comply with all applicable fire, building and other health and safety laws, including all required building and fire permits; and Owner shall consent to inspection by the City upon request to verify compliance with the City's short-term residential rental requirements.

#### **6.45.140 Minimum duration of rental.**

The duration of any lease or rental of Premises as a Short-term residential rental registered pursuant

to Sections 6.45.040 and 6.45.050 of this Code shall be for a minimum of one (1) night and two (2) consecutive days during which time there shall be no overlapping leases or rental of the Premises. In any advertising concerning the availability of the Premises for Short-term residential rental, the Owner or Managing agency or agent shall advertise the minimum number of rental nights and days set forth in this subsection.

**6.45.150 Parking.**

During the term of any Short-term residential rental, a maximum of one (1) vehicle per bedroom shall be permitted for the Premises, and no additional vehicles shall be permitted. All vehicles of occupants of the Short-term residential rental shall be parked only in an approved driveway or garage on the Premises.

**6.45.160 Revocation of Short-term residential rental permit and business license.**

- (a) Grounds for Revocation. In addition to any other penalty authorized by law, a permit and business license for a Short-term residential rental may be revoked by the City if the Director of Development Services finds, after notice to the licensee and opportunity to be heard, that the licensee or his or her agent or employee has violated, or failed to fulfill, the requirements of this Chapter or this Code,

The Director of Development Services, or designee, shall immediately revoke all rental permits from the Owner and Managing agency or agent upon three (3) violations of this Chapter pertaining to any combination of Premises owned by the Owner or managed by the Owner's Managing agency or agent within the City within any twelve (12) month period.

- (b) Appeal from denial, suspension or revocation of a business license for Short-term residential rental. Any applicant for a business license for the business of Short-term residential rentals whose application was denied by the Director of Development Services, and any licensee whose business license for a Short-term residential rental is suspended or revoked by the Director of Development Services, may, within ten (10) days following such decision, appeal such decision to the Planning Commission, in which event the decision of the Director of Development Services shall be vacated and the Planning Commission shall determine whether to affirm, reverse, or modify the decision of the Director of Development Services in accordance with the requirements for Short-term residential rentals set forth in this Chapter. At least fourteen (14) days prior to the Planning Commission's meeting to consider the appeal of the applicant or licensee, the Director of Development Services, City Clerk, or authorized designee, shall send, by United States mail, certified, return receipt requested, written notice to the applicant or licensee of the time and place at which the Planning Commission will consider the application, suspension or revocation, and the applicant or licensee shall be provided an opportunity to be heard by the Planning Commission prior to its decision being made. Subject to any appeal of the City Council as hereinafter permitted, the decision of the Planning Commission shall be final and the City Clerk shall notify the applicant or licensee, as applicable, in writing of the decision of the Planning Commission. If the Planning Commission affirms the decision of the Director of Development Services denying an application or suspending or revoking a license, the applicant or licensee shall have the right to appeal the decision of the Planning Commission to the City Council in accordance with the provisions of Section 23.87 of this Code, as amended from time to time. The decision of the Planning Commission shall not be vacated during the pendency of any appeal to the City Council.

**6.45.170 Administrative citation.**

- (a) The City, may issue an administrative citation to any occupant, invitee, renter, lessee or Owner of the Premises, or Managing agency or agent, and/or Hosting Platform for a violation of any provision of this Chapter.
- (b) All complaints against a Short-term residential rental for any violation of this Code may be handled by the City on a 24-hour basis. Any police report where the City's police authority has concluded that a violation of this Chapter has occurred, may be submitted to the City's Code Enforcement Department for review, processing and issuance of an administrative citation. Each and every day, or portion thereof, that a violation of this Chapter exists constitutes a separate and distinct violation for which an administrative citation may be issued. Such an administrative citation shall be issued, notice given, and any appeals heard by the processes and in the manner prescribed by Sections 8.06.010 through 8.06.180 of this Code, as amended from time to time.

In addition or in the alternative, any violation of this Chapter may constitute a misdemeanor which may be subject to the maximum punishment therefor as allowed by law.

**Responsible person (renter):**

The City may issue and the responsible person for each Short-term residential rental may receive an administrative citation for any violation of this Chapter 6.45, or any other provision of this Code which is violated during a Short-term residential rental including, without limitation, the City's noise ordinance, as follows:

- 1. First violation — Warning by City authority;
- 2. Second violation within any thirty (30) day period - \$500 fine;
- 3. Third and subsequent violations within any thirty(30) day period - \$1,000 fine for each violation.

**Owner:**

The City may issue and the Owner may receive an administrative citation for any violation of this Chapter 6.45, or any other provision of this Code which is violated during a Short-term residential rental including, without limitation, the City's noise ordinance, by the Owner or Short-term residential rental occupant, as follows:

- 1. First violation – Warning by City;
- 2. Second and subsequent violations within any twelve (12) month period, other than operating without a business license or Short-term residential rental permit — \$500 fine for each violation, and permanent revocation of business license and Short-term residential rental permit;
- 3. Second violation of operating without a business license or Short-term residential rental permit and permanent prohibition against receipt of a business license and

Short-term residential rental permit — \$1,000 fine.

4. Violations for operating without a business license or Short-term Residential Rental Permit shall be cited and enforced pursuant to Chapter \_\_\_\_\_ and/or Chapter \_\_\_\_\_, accordingly.

### **Hosting Platform**

The City may issue and the Hosting Platform may receive an administrative citation for each violation of Section 6.45.210 of this Chapter.

- (1) Each and every violation -- \$1,000 fine per violation per day.

### **6.45.180 Master Associations.**

Any Master Association, acting on behalf of Owners of Premises within a Country Club, may choose to operate Short-term residential rentals, and if so shall register Premises for operation as a Short-term residential rental pursuant to the requirements of Section 6.45.050, In such event, Short-term residential rentals registered by the Master Association shall not be restricted by any minimum duration of rental as otherwise set forth in Section 6.45.140.

### **6.45.190 Reserved.**

### **6.45.200 Common Interest Developments**

A Common Interest Development, separate and apart from a Master Association, may allow Short-term residential rentals for a minimum number of consecutive nights and days as determined by its governing board and Owners of Premises therein, provided it satisfies all of the following:

- (a) The governing board of the Common Interest Development shall propose the issue of allowing the proposed specific minimum consecutive night and day Short-term residential rentals by a formal election/vote of all Owners of Premises within the Common Interest Development.
- (b) At least a majority of those members voting from within the Common Interest Development shall have, by recorded vote, approved the proposal.
- (c) The governing board of the Common Interest Development shall file with the City's Director of Development Services written certification of the results of such election/vote, signed by the President or Chair of the governing board and in a form and substance approved by the Director of Development Services in his/her discretion.
- (d) Upon filing a certification with the City that the proposal was approved, Short-term residential rentals within the Common Interest Development shall not be restricted by the minimum duration of rental as set forth in Section 6.45.140(b), but may be operated for any minimum duration established by the above described vote.
- (e) A Common Interest Development may repeal this authority by following the election/voting procedures set forth in subsections (a)-(d) above. If this authority is

repealed, all Short-term residential rental permits and business licenses issued to Owners in the Common Interest Development shall remain valid and in effect, but shall automatically be deemed to be amended to allow a minimum duration of twenty-nine (29) nights (twenty-eight (28) nights in February of non-leap years), as set forth in Section 6.45.140(b).

- (f) If a Common Interest Development has not chosen to allow Short-term residential rentals for a minimum duration of less than that set forth in Section 6.45.180(b), individual Owners within the Common Interest Development may apply for a Short-term residential rental permit for their own Premises in accordance with Section 6.45.180(b).

#### **6.45.210 Unlicensed Rentals**

Amended by  
the Planning  
Commission  
on 6/11/19

Hosting Platforms are prohibited from facilitating the short-term residential rental of unlicensed and illegal businesses. Hosting Platforms shall not process transactions for properties that are not licensed and permitted by the City. ~~Failure of any Hosting Platform to remove from its website the marketing information for any and all unlicensed and illegal short-term residential rental properties shall be a violation of this Section.~~ Hosting Platforms shall not facilitate the evading of relevant taxes and regulations by any short-term residential rental.

Owners and/or Managing Agents and/or agents and/or operators of an unlicensed short-term residential rental are expressly prohibited from operating in the City and are illegal and are prohibited from being marketed as short-term residential rentals available for lodging within the City.

#### **6.45.220 Reserved.**

**SECTION 2.** Chapter 23.71 of the Placentia Municipal Code is added in its entirety as follows:

### **Chapter 23.71 Short-term Residential Rentals Licensed Use**

#### **23.71.010 Short-term Residential Rentals – Licensed Use.**

A short-term residential rental is a permitted use in the following zones only upon this issuance of a license by the City pursuant to Chapter 6.34 of the Placentia Municipal Code:

- (1) Residential Agricultural (R-A) – See Chapter 23.10;
- (2) Single-Family Residential (R-1) – See Chapter 23.12;
- (3) Low-Medium Density Multiple Family (R-2) – See Chapter 23.15;
- (4) Residential Planned Community RPC – See Chapter 23.25;
- (5) Planned Unit Development (PUD) – See Chapter 23.72; and
- (6) Low density land use areas within Specific Plan 7 – See Chapter 23.107.
- (7) Medium Density Multiple-Family (R-G) – See Chapter 23.18
- (8) High Density Multiple-Family (R-3) – See Chapter 23.21
- (9) Specific Plan 6 (SP-6) – See Chapter 23.106
- (10) Specific Plan 8 (SP-8) – See Chapter 23.108
- (11) Specific Plan 10 (SP-10) – See Chapter 23.110

- (12) Transit Oriented Development Packing House District (TOD) – See Chapter 23.111
- (13) Old Town Placentia Revitalization Plan (OT) – See Chapter 23.112

**SECTION 3. CEQA.** This Ordinance does not commit the City to any action that may have a significant effect on the environment. As a result, such action does not constitute a project subject to the requirements of the California Environmental Quality Act(CEQA), Section 15061 (b)(3).

**SECTION 4. SEVERABILITY.** If any provision, clause, sentence or paragraph of this Ordinance or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other provisions of this Ordinance, which can be given effect without the invalid provision or application and, to this end, the provisions of this Ordinance are hereby declared to be severable, This Ordinance amends, adds to and deletes (as applicable) sections of the Placentia Municipal Code.

**SECTION 5. EFFECTIVE DATE.** This Ordinance shall take effect and be in force 30 days after passage.

**SECTION 6. PUBLICATION.** The City Clerk is directed to publish this Ordinance, full text or summary form, in the manner and in the time prescribed by law.

**PASSED APPROVED, AND ADOPTED** by the City Council of the City of Placentia, California, at a regular adjourned meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2019.

**Placentia CA Pro Forma of VR Units Based on Scrape Taken on 4/30/2019**

	Airbnb	Others	Total
Values from Preliminary Report	36	20	56
Duplicate Rate	0%		
Annual License Fee	\$ 100.00		
Average Daily Rate	\$ 89.00	\$ 89.00	
Lodging Tax Rate	10%		
Current Compliance Rate	0%		
Estimated Listings	36	20	56
Market Share	64%	36%	
Gross Bookings	2592	1,440	
Average Occupancy Rate	20%	20%	
Gross Yield	\$ 230,688.00	\$ 128,160.00	
Average Yield/Property	\$ 6,408.00	\$ 6,408.00	
Estimated Annual Tax Yield	\$ 23,068.80	\$ 12,816.00	\$ 35,884.80
Estimated Annual License Revenue	\$ 3,600.00	\$ 2,000.00	\$ 5,600.00
<b>Total Annual Taxes/Fees Collected from VR Lodging Sales Based on Scenario Above</b>			
	\$ 26,668.80	\$ 14,816.00	\$ 41,484.80
Estimated uncollected	\$ 26,668.80	\$ 14,816.00	\$ 41,484.80



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: JULY 9, 2019

SUBJECT: **PURCHASE OF FIRE APPARATUS FOR THE PLACENTIA FIRE AND LIFE SAFETY DEPARTMENT**

FISCAL  
IMPACT: EXPENSE: \$3,400,000 TOTAL MAXIMUM PURCHASE PRICE  
REVENUE: \$3,400,000 FIRE APPARATUS EQUIPMENT LOAN

### **SUMMARY:**

On June 4, 2019, the City Council voted to establish the Placentia Fire and Life Safety Department (the "Department") and awarded a contract to Lynch EMS for 9-1-1/Advanced Life Support services. As a part of that decision, the City Council directed the City Administrator to take the necessary steps to implement the Department. On June 18, 2019, the City Council approved a contract with Lincoln Public Safety Management for a Senior Executive Fire Advisor to fulfill the duties associated with an Interim Fire Chief. The second step in the implementation of the Department is to purchase the necessary fire apparatus needed to deliver fire protection, suppression and other public safety functions to the community. As part of the City's competitive proposal submitted for consideration during the RFP process, the proposal team identified all the necessary apparatus and equipment needed to deliver these services as well as potential sourcing to purchase the apparatus from. In addition, two retired Fire Chiefs and one active Fire Chief have reviewed the plans and specifications for the proposed apparatus along with two fire apparatus experts from active operating fire departments. All apparatus will be constructed to meet National Fire Protection Association (NFPA) Standard 1901: *Standard for Automotive Fire Apparatus*.

Per the City's existing purchasing and contract guidelines, the City may "piggyback" onto existing government contracts previously awarded through a competitive bidding process. The Houston-Galveston Area Council of Governments awarded a contract to both Seagrave Fire Apparatus, LLC (Seagrave) and HME Inc. (HME) for fire apparatus and equipment. Accordingly, the City is now able to proceed on ordering the apparatus. Given the significant cost of the apparatus, the City will finance them over a 10-year period. The apparatus purchase and financing costs have already been built into the detailed budget and financial forecasts prepared as part of the City's competitive proposal.

**3. a.**  
**July 9, 2019**

**RECOMMENDATION:**

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

1. Authorize the City Administrator to approve sales contracts with Seagrave Fire Apparatus, LLC., totaling \$2,741,954 for the purchase and equipment up-fitting for two (2) Type I Engines, and one (1) Quint with a 100-foot ladder for the Placentia Fire and Life Safety Department; and
2. Authorize the City Administrator to approve a sales contract with HME, Inc., totaling \$226,308 for the purchase and equipment up-fitting for one (1) mini-pumper apparatus for the Placentia Fire and Life Safety Department; and
3. Authorize the City Administrator to approve a purchase order with 911 Vehicle, Inc., totaling \$93,149 for the purchase and installation of communications equipment for the apparatus; and
4. Authorize the City Administrator to secure financing and enter into an agreement for the cost of the apparatus and other related expenses in an amount not to exceed \$3,400,000 at an interest rate not to exceed 4.0% over a 10-year term, in a form approved by the City Attorney.

**DISCUSSION:**

On June 4, 2019, the City Council accepted the recommendation of the Fire Protection RFP Review Committee and directed Staff to take the necessary measures and specific actions to staff, equip, and fully operationalize the Placentia Fire and Life Safety Department (the "Department") by July 1, 2020. The recommended actions contained herein are the second in a series that will come before the City Council for its consideration during the next year as the City fulfills each step in establishing the new Department. On June 18, 2019, the City Council awarded an agreement to Lincoln Public Safety Management for a Senior Executive Fire Advisor to fulfill the duties associated with an Interim Fire Chief. The authorization to finance and purchase the apparatus is presented to the City Council for its review and consideration at this juncture given the lead time in building and delivering fire apparatus.

**Apparatus & Equipment**

As part of the City's competitive proposal to stand up a new Fire Department, the City's Fire Chief consultant reviewed and analyzed Placentia's fire and public safety risks to ensure the proposed department would have the appropriate apparatus, tools and equipment to effectively deliver fire protection services to the community and to our neighbors as part of mutual and automatic aid. In addition, the City's proposal was committed to providing greater flexibility to the City's Fire Department in how it deploys emergency resources. The City's proposal for the Placentia Fire and Life Safety Department recommended the following apparatus based upon Placentia's risk profile, typical calls for service, and extended useful service life:

- Fire Station 1: Seagrave Marauder II Type I Pumper – Engine 1
- Fire Station 2: Seagrave Marauder II Quint w/100-foot Ladder – Truck 2  
HME Ford F-550 Initial Attack Mini Pumper – Patrol 2  
Seagrave Marauder II Type I Pumper – Reserve Engine

Engine 1, Truck 2, and Patrol 2 will be assigned to daily front-line emergency operations duty. A separate and identical fully-equipped Type I pumper will be kept in reserve to be used for training purposes but also rotated to front line service as Engine 1 to ensure even wear and extend the useful service life of both engines. Maintaining a reserve engine will also help maintain the City's current ISO rating and it can be immediately placed into service in the event of a major emergency or request for mutual or automatic aid.

Patrol 2 will respond to service calls, including outside trash fires and vehicle fires, as well as any other incident that does not require a Type I Engine. This unit will be equipped with a medium-pressure pump and constructed with a smaller water tank and able to carry foam, auto extrication equipment and other necessary equipment needed for service calls. Use of this unit will reduce response times to these types of service calls and emergencies and reduce wear and tear on Placentia's Engines and Quint, extending the useful service life of those apparatus.

Truck 2 is a Quint, or quintuple combination pumper with a rear-mounted 100-foot ladder designed to provide tools for Placentia firefighters to carry out these tactical firefighting functions:

- Supply fire streams (pump and hoses)
- Provide initial and continuing water supply (pump, water tank, and hoses)
- Provide personnel with access to elevated areas (ground ladder complement and aerial device)
- Provide elevated master fire stream (pump, hose and aerial device)

Truck 2 will also carry additional tools and equipment used in firefighting operations and its 100-foot ladder will be utilized to provide low and high angle technical rescues. Truck 2 will also serve as a deployment resource for the new 5-story apartment buildings planned for development within the City's Transit Oriented District, as well as the Metrolink Station and Parking Structure. Along with Engine 1, Truck 2 will also carry full auto extrication equipment, making it available as a complete firefighting apparatus unit, thereby improving mutual and automatic aid within Placentia and to surrounding cities. For comparison purposes, Placentia currently has two Type I Engines assigned to it by the Orange County Fire Authority (OCFA) servicing the community. Truck 34, also a Quint, is assigned to the City of Yorba Linda and used occasionally in Placentia on automatic or mutual aid calls.

Firefighter cancer rates are a major concern in the fire industry today. To help address those concerns, ensure long-term firefighter health, and utilize the latest technology available, the engines and quint will be built utilizing the "clean cab" concept that reduces firefighters' exposure to carcinogens attached to personal protective equipment (PPE) and turnout gear that are typically stored in the apparatus cab. To fulfill this equipment specification, a separate compartment will be built on the proposed apparatus to store turnout gear and PPE exposed to carcinogens during

the normal course of firefighting. This allows the firefighter equipment and gear to be stored outside of the passenger cabin, thus significantly reducing personnel's exposure to carcinogens inside a closed apparatus cab.

The apparatus will be purchased, up-fitted and equipped to be able to roll into service on July 1, 2020. This proposed apparatus includes all necessary up-fitting equipment and will utilize the latest technology available. The up-fitting equipment will include such items as radios, lightbars, hoses, nozzles, hand tools and submersible pumps. As a part of the City's peer review process, two retired Fire Chiefs and one active Fire Chief have reviewed the plans and specifications for the proposed apparatus along with two fire apparatus experts from active operating fire departments.

#### Mutual/Automatic Aid Compatibility and Application

In addition to a thorough review and selection of the proposed apparatus and up-fitting equipment, the City's equipment manufacturer representative (Derotic Emergency Equipment) surveyed the type and specifications of equipment used by surrounding fire agencies to ensure the City was specifying similar equipment. This small but important detail in equipment compatibility will facilitate coordinated emergency responses and ensure a seamless integration between the Placentia Fire & Life Safety Department and surrounding city fire departments in the event mutual and/or automatic aid is needed, whether said aid is being provided by Placentia or to Placentia.

It is also important to note that the recommended apparatus will be equipped in such a manner as to reduce the need for assistance from surrounding agencies. For example, both Truck 2 and Patrol 2 will have auto extrication equipment included in both apparatus. This allows for a second unit response to a major traffic collision while the first unit is on a different call. Overlapping calls such as these in Placentia are rare based upon the data collected and analyzed in the OCFA Workload Analysis Report, however the Placentia Fire and Life Safety Department will be fully equipped and capable of responding to overlapping emergencies as well as provide like-for-like mutual and automatic aid to our neighbors.

#### Existing Agreement and Equipment

Section 12 of the City's 2000 Agreement with OCFA for Fire Services and Emergency Medical Services (the "Agreement") states that any withdrawing member of the OCFA may negotiate with OCFA for the return or repurchase of any and all equipment servicing that member's jurisdiction. Since Fiscal Year 2007-08, the City has contributed a total of \$1,654,937 towards the cost of OCFA apparatus. This includes Truck 34 even though it is assigned to the City of Yorba Linda but parked in Placentia for convenience. Last year, 82% of all the runs Truck 34 went on were inside the City of Yorba Linda. Despite a requirement under the Agreement for OCFA to negotiate in good faith the cost of any remaining balance of apparatus owed to Placentia, the City received correspondence from OCFA on November 7, 2018, stating that OCFA is not interested in negotiating the sale of these apparatus or the equipment installed on them to the City citing the need to retain those vehicles and equipment for use in other OCFA service areas. Additionally, OCFA has indicated that they have paid for more equipment and apparatus than Placentia has paid into the equipment fund, and therefore will not negotiate with Placentia. While there was not backup documentation verifying OCFA's aforementioned claim, assuming it is taken at face value,

it is necessary and preferable to plan and prepare for brand new, state-of-the-art apparatus and equipment for the Placentia Fire and Life Safety Department.

The City has been working with Derotic Emergency Equipment (Derotic) as the local apparatus manufacturer's sales representative for HME and Seagrave to develop the final equipment list and apparatus up-fitting and production coordination. Given that production lead time for final delivery of the apparatus may be upwards of 9-10 months for the Engines and 12-13 months for the Quint, the City has prepared a contingency plan to ensure that the Department is fully operational by July 1, 2020. Accordingly, the City has worked with Derotic to lease two Type I Engines on a short-term basis as an effective contingency, in the event there are any delays in taking delivery of the apparatus. This will ensure that regardless of any delays in the apparatus construction, that the Placentia Fire and Life Safety Department will be able to begin providing effective services on July 1, 2020.

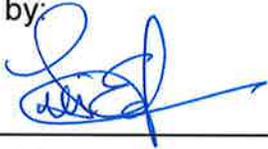
**FISCAL IMPACT:**

The City's existing purchasing and contract guidelines allow for the "piggy backing" onto bids and contracts awarded by other government agencies for capturing efficiencies. The City utilizes this practice for the purchase of most of its large vehicles, including policing vehicles and equipment. In addition to outlining the specific apparatus and equipment that the Department will need, the sourcing of the apparatus purchase and up-fitting was also identified. The Houston-Galveston Area Council of Governments (H-GAC) maintains publicly bid contracts for various types of vehicles, equipment and materials purchased by local governments. Any local government can piggy back off the set unit bid pricing contained in these agreements. In California, the California Multiple Award System (CMAS) provides a similar service that the City utilizes for police vehicles. H-GAC awarded a Fire Service Apparatus (All Types) contract to Seagrave (Attachment 1) as well as HME (Attachment 2) which are valid through November 30, 2019. Both Seagrave and HME have provided fixed unit pricing for all four apparatus recommended. Both the Cities of Long Beach and Pasadena have purchased some of their Seagrave apparatus through the H-GAC program.

Many public agencies finance the cost of their apparatus purchase given the cost and impact to an agency's cash flow with large cash outlays for equipment acquisitions of this size. These public agencies include; cities, counties and fire protection districts in California and throughout the nation. Given the aforementioned information and the substantial purchase price of the new apparatus being recommended, the City will need to also secure financing. In order to purchase the equipment without delay, Staff is recommending that Council authorize the City Administrator to enter into a financing agreement for an amount not to exceed \$3,400,000 for the apparatus and related costs, at an interest rate not to exceed 4% over a term of 10 years, in a form approved by the City Attorney. It is important to note that the annual debt service costs for the fire apparatus were factored into the City's new Fire Department budget for Fiscal Year 2020-21 as well as the long-term cost projections. When financing is secured, Staff will present a budget amendment that appropriates the final expenditures for the apparatus purchase, funded by the loan proceeds.

The apparatus sales contracts (Attachments 3, 4 & 5) for all four (4) apparatus and the communications equipment up-fitting amounts to \$3,061,411 plus sales tax. The recommended actions include authorization for the City Administrator to secure financing in the maximum amount of \$3,400,000 at an interest rate not to exceed 4% over a 10-year term, in a form approved by the City Attorney. A maximum amount is utilized as the cost for the apparatus noted above does not include sales tax, which is calculated and applied at the time of taking delivery from the manufacturer. In addition, the maximum amount allows for some contingency to be built into the equipment budget to account for any potential changes or contingencies during the build process as well as any necessary delivery costs.

Prepared by:



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Luis Estevez  
Director of Public Works

Reviewed and approved:



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Kim Krause  
Director of Finance

Reviewed and approved:



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Damien R. Arrula  
City Administrator

Attachments:

1. H-GAC Seagrave Bid and Contract
2. H-GAC HME Bid and Contract
3. Seagrave Type I Sales Contract
4. Seagrave Quint Sales Contract
5. HME Sales Contract

A CONTRACT BETWEEN  
HOUSTON-GALVESTON AREA COUNCIL  
Houston, Texas  
AND  
SEAGRAVE FIRE APPARATUS, LLC  
Clintonville, Wisconsin

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments**, hereinafter referred to as **H-GAC**, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, **Seagrave Fire Apparatus, LLC**, hereinafter referred to as the **CONTRACTOR**, having its principal place of business at 105 East 12<sup>th</sup> Street, Clintonville, Wisconsin 54929.

**ARTICLE 1:** SCOPE OF SERVICES

The parties have entered into a **Fire Service Apparatus (All Types)** Contract to become effective as of December 1, 2017, and to continue through November 30, 2019 (the "**Contract**"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC**. **H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER**, for the purchase of **Fire Service Apparatus (All Types)** offered by the **CONTRACTOR** in states other than Texas. The **CONTRACTOR** agrees to sell **Fire Service Apparatus (All Types)** through the **H-GAC** Contract to **END USERS** in states other than Texas.

**ARTICLE 2:** THE COMPLETE AGREEMENT

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No: **FS12-17** including any relevant suffixes
4. **CONTRACTOR**'s Response to Bid No: **FS12-17**, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

**ARTICLE 3:** LEGAL AUTHORITY

**CONTRACTOR** and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

**ARTICLE 4:** APPLICABLE LAWS

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

**ARTICLE 5:** INDEPENDENT CONTRACTOR

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**. **CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

**ARTICLE 6:** END USER AGREEMENTS

**H-GAC** acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However this acknowledgement is not to be construed as **H-GAC**'s endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer to, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR**'s **H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with **END USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any End User Agreements surviving termination of this Contract between **H-GAC** and **CONTRACTOR**.

**ARTICLE 7:****SUBCONTRACTS & ASSIGNMENTS**

**CONTRACTOR** agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to **H-GAC**. **H-GAC** reserves the right to accept or reject any such change. **CONTRACTOR** shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. **H-GAC** shall be liable solely to **CONTRACTOR** and not to any of its Subcontractors or Assignees.

**ARTICLE 8:****EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS**

**CONTRACTOR** shall maintain during the course of its work, complete and accurate records of items that are chargeable to **END USER** under this Contract. **H-GAC**, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of **CONTRACTOR**. Failure to provide access to records may be cause for termination of this Contract. **CONTRACTOR** shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. **CONTRACTOR** further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that **H-GAC'S** duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

**ARTICLE 9:****REPORTING REQUIREMENTS**

**CONTRACTOR** agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If **CONTRACTOR** fails to submit to **H-GAC** in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

**ARTICLE 10:****MOST FAVORED CUSTOMER CLAUSE**

If **CONTRACTOR**, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **CONTRACTOR** shall notify **H-GAC** within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein **CONTRACTOR** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER**. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **CONTRACTOR** is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, **CONTRACTOR** shall within ten (10) business days notify **H-GAC** in writing, setting forth the detailed reasons **CONTRACTOR** believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. **H-GAC**, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between **H-GAC** and **CONTRACTOR** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to **H-GAC**.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure.

***EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, or contractor, which are not within bidder's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.***

**ARTICLE 11:****SEVERABILITY**

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

**ARTICLE 12:****DISPUTES**

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of **H-GAC** or his designee, who shall reduce his decision to writing and provide notice thereof to **CONTRACTOR**. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, **CONTRACTOR** requests a rehearing from the Executive Director of **H-GAC**. In connection with any rehearing under this Article, **CONTRACTOR** shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. **CONTRACTOR** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, **CONTRACTOR** shall proceed diligently with the performance of this Contract and in accordance with **H-GAC'S** final decision.

**ARTICLE 13:****LIMITATION OF CONTRACTOR'S LIABILITY**

Except as specified in any separate writing between the **CONTRACTOR** and an **END USER**, **CONTRACTOR**'s total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify **H-GAC** described in Article 14, is limited to the price of the particular products/services sold hereunder, and **CONTRACTOR** agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will **CONTRACTOR** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. **CONTRACTOR** understands and agrees that it shall be liable to repay and shall repay upon demand to **END USER** any amounts determined by **H-GAC**, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

**ARTICLE 14:****LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC**

**H-GAC**'s liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will **H-GAC** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless **H-GAC**, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of **CONTRACTOR**'s negligent act or omission under this Contract. **CONTRACTOR** shall notify **H-GAC** of the threat of lawsuit or of any actual suit filed against **CONTRACTOR** relating to this Contract.

**ARTICLE 15:****TERMINATION FOR CAUSE**

**H-GAC** may terminate this Contract for cause based upon the failure of **CONTRACTOR** to comply with the terms and/or conditions of the Contract; provided that **H-GAC** shall give **CONTRACTOR** written notice specifying **CONTRACTOR**'S failure. If within thirty (30) days after receipt of such notice, **CONTRACTOR** shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then **H-GAC** may, at its option, place **CONTRACTOR** in default and the Contract shall terminate on the date specified in such notice. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation was received by **CONTRACTOR**.

**ARTICLE 16:****TERMINATION FOR CONVENIENCE**

Either **H-GAC** or **CONTRACTOR** may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. **CONTRACTOR** may be entitled to payment from **END USER** for services actually performed; to the extent said services are satisfactory to **END USER**. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation is received by **CONTRACTOR**.

**ARTICLE 17:****CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS**

**CONTRACTOR** agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by **H-GAC**, the State of Texas, and the acts and regulations of any funding entity. **CONTRACTOR** agrees to notify **H-GAC** of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

**ARTICLE 18:****GOVERNING LAW & VENUE**

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between **END USER** and **CONTRACTOR** are to be resolved in accord with the law and venue rules of the state of purchase. **CONTRACTOR** shall immediately notify **H-GAC** of such disputes.

**ARTICLE 19:****PAYMENT OF H-GAC ORDER PROCESSING CHARGE**

**CONTRACTOR** agrees to sell its products to **END USERS** based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable **H-GAC** order processing charge. On notification from an **END USER** that an order has been placed with **CONTRACTOR**, **H-GAC** will invoice **CONTRACTOR** for the applicable order processing charge. Upon delivery of any product/service by **CONTRACTOR** and acceptance by **END USER**, **CONTRACTOR** shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay **H-GAC** the full amount of the applicable order processing charge, whether or not **CONTRACTOR** has received an invoice from **H-GAC**. For sales made by **CONTRACTOR** based on this contract, including sales to entities without Interlocal Contracts, **CONTRACTOR** shall pay the applicable order processing charges to **H-GAC**. Further, **CONTRACTOR** agrees to encourage entities who are not members of **H-GAC**'s Cooperative Purchasing Program to execute an **H-GAC** Interlocal Contract. **H-GAC** reserves the right to take appropriate actions including, but not limited to, contract termination if **CONTRACTOR** fails to promptly remit **H-GAC**'s order processing charge. In no event shall **H-GAC** have any liability to **CONTRACTOR** for any goods or services an **END USER** procures from **CONTRACTOR**.

**ARTICLE 20:**

**LIQUIDATED DAMAGES**

Any liquidated damages terms will be determined between **CONTRACTOR** and **END USER** at the time **END USER**'s purchase order is placed.

**ARTICLE 21:**

**PERFORMANCE AND PAYMENT BOND FOR INDIVIDUAL ORDERS**

**H-GAC**'s contractual requirements **DO NOT** include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, **CONTRACTOR** must be prepared to offer a PPB to cover any specific order if so requested by **END USER**. **CONTRACTOR** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER**'s purchase order.

**ARTICLE 22:**

**CHANGE OF CONTRACTOR STATUS**

**CONTRACTOR** shall immediately notify **H-GAC**, in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

**ARTICLE 23:**

**LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD *IF APPLICABLE***

**CONTRACTOR** will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any **CONTRACTOR**'S license is not renewed, or is denied or revoked, **CONTRACTOR** shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for **Houston-Galveston**  
Area Council, Houston, Texas:

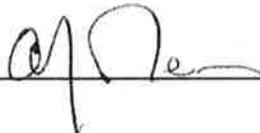
  
\_\_\_\_\_  
Jack Stebbins, Executive Director

Attest for **Houston-Galveston**  
Area Council, Houston, Texas:

  
\_\_\_\_\_  
Chuck Wemple, Chief Operations Officer

Date: 1-4, 2018

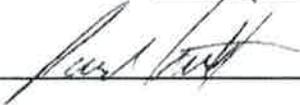
Signed for **Seagrave Fire Apparatus, LLC**  
Clintonville, Wisconsin:

  
\_\_\_\_\_

Printed Name & Title: A.J. Neiner Chairman and CEO

Date: 11/29, 2017

Attest for **Seagrave Fire Apparatus, LLC**  
Clintonville, Wisconsin:

  
\_\_\_\_\_

Printed Name & Title: Paul Witt Sale Representative

Date: 11/29, 2017

**Attachment A**  
**Seagrave Fire Apparatus, LLC**  
**Fire Service Apparatus (All Types)**  
**Contract No. FS12-17**

<b>X. Seagrave</b>		
<b>A. Aerials (Booms/Platforms, Ladders, Ladder/Platforms)</b>		
<b>XA01</b>	Seagrave Marauder II Custom 4-Door Full Tilt Stainless Steel Cab and Body, Single Axle, 75' Rear Mount Ladder (Meanstick) Telescoping Ladder (500#)	\$ 774,860.00
<b>XA02</b>	Seagrave Marauder II Custom 4-door Full Tilt Stainless Steel Cab and Body, Tandem Axle, 100' Rear Mount Ladder Telescoping (500#)	\$ 914,158.00
<b>XA03</b>	Seagrave Marauder II Custom 4-door Full Tilt Stainless Steel Tractor and Body, Single Axle, 100' Tractor Drawn Aerial - Mid Mounted Telescoping Ladder (250#)	\$ 890,310.00
<b>XA04</b>	Seagrave Marauder II Custom 4-door Full Tilt Stainless Steel Tractor and Body, Single Axle, 100' Tractor Drawn Aerial - Mid Mounted Telescoping Ladder (500#)	\$ 927,047.00
<b>XA05</b>	Seagrave Marauder II Custom 4-door Full Tilt Stainless Steel Cab and Body, Tandem Axle, 105' Rear Mount Telescoping Ladder Platform (1200#)	\$ 1,085,789.00
<b>XA06</b>	Seagrave Marauder II Custom 4-door Full Tilt Stainless Steel Cab and Body, Tandem Axle, 75' Mid Mounted Telescoping Platform (1000#) - Aerialscope	\$ 1,159,260.00
<b>XA07</b>	Seagrave Marauder II Custom 4-Door Full Tilt Stainless Steel Cab and Body, Tandem Axle, 95' Mid Mount Telescoping Platform (1000#) - Aerialscope	\$ 1,197,352.00
<b>XA08</b>	Seagrave Marauder II Custom 4-Door Full Tilt Stainless Steel Cab and Body, Single Axle, 60' Articulating Water Tower.	\$ 671,914.00
<b>B. Wildland Fire Apparatus</b>		
<b>XB01</b>	Ford F550, 2-Door, OEM Cab, 4x4, Brush Truck, Aluminum Bed with Aluminum Compartments	\$ 121,043.00
<b>XB02</b>	Freightliner, 4-Door, OEM Cab, 4 x 4, Wildland Pumper, Polyprene Body, 1250 GPM Pump, Side Mount	\$ 307,211.00
<b>XB03</b>	Freightliner, 4-Door, OEM Cab, 4 x 4, Wildland Pumper, Stainless Steel Body, 1250 GPM Pump, Side Mount	\$ 342,449.00
<b>C. Pumper Fire Apparatus</b>		
<b>XC01</b>	Seagrave Marauder II, Custom 4-Door Full Tilt Stainless Steel Cab and Body, Single Rear Axle, 1500 GPM Pump, Mid Mounted Pump	\$ 455,127.00
<b>XC02</b>	Freightliner, 4-Door, OEM Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid Mounted Pump	\$ 303,262.00
<b>XC03</b>	Freightliner, 2-Door, OEM Cab, Polyprene Body, Single Axle, 1250 GPM Pump, Mid Mounted Pump	\$ 279,484.00
<b>D. Special Service Apparatus (Walk-In &amp; Non-Walk In Bodies) Multi-use: Rescue, Re-Hab, Hazmat, Mobile</b>		
<b>XD01</b>	Seagrave Marauder II Custom 4-Door Full Tilt Stainless Steel Cab and Body, Single Axle, Non-Walk-In Body	\$ 471,564.00
<b>XD02</b>	Freightliner, 2-Door, OEM Cab, Single Axle, Polyprene Rescue, Non-Walk-In Body	\$ 250,345.00
<b>E. Pumper/Tankers &amp; Tankers</b>		
<b>XE01</b>	Seagrave Marauder II Custom 4-Door Full Tilt Stainless Steel Cab and Body, Tandem Axle, 1500 GPM Pump, Mid Mounted Pump, 2000 Gallon Tank	\$ 481,787.00
<b>XE02</b>	Freightliner, 2-Door, OEM Cab, Polyprene Body, Single Axle, PTO Pump, Side Mount, 2000 Gallon Tank	\$ 261,724.00
<b>XE03</b>	Freightliner, 2-Door, OEM Cab, Polyprene Body, Tandem Axle, PTO Pump, Side Mount, 3000 Gallon Tank	\$ 283,518.00
<b>XE04</b>	Freightliner, 2-Door, OEM Cab, Polyprene Body, Tandem Axle, Gas Pump, 3000 Gallon Tank	\$ 240,853.00

A CONTRACT BETWEEN  
HOUSTON-GALVESTON AREA COUNCIL  
Houston, Texas  
AND  
HME, INCORPORATED  
Wyoming, Michigan

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments**, hereinafter referred to as **H-GAC**, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027. AND, **HME, Incorporated**, hereinafter referred to as the **CONTRACTOR**, having its principal place of business at 1950 Byron Center Avenue, Wyoming, Michigan 49519.

**ARTICLE 1: SCOPE OF SERVICES**

The parties have entered into a **Fire Service Apparatus (All Types)** Contract to become effective as of December 1, 2017, and to continue through November 30, 2019 (the "Contract"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC**. **H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER**, for the purchase of **Fire Service Apparatus (All Types)** offered by the **CONTRACTOR** in states other than Texas. The **CONTRACTOR** agrees to sell **Fire Service Apparatus (All Types)** through the **H-GAC** Contract to **END USERS** in states other than Texas.

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**CONTRACTOR** and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

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The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**. **CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

**ARTICLE 6: END USER AGREEMENTS**

**H-GAC** acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer to, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's** **H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with **END USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any End User Agreements surviving termination of this Contract between **H-GAC** and **CONTRACTOR**.

**ARTICLE 7:****SUBCONTRACTS & ASSIGNMENTS**

**CONTRACTOR** agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to **H-GAC**. **H-GAC** reserves the right to accept or reject any such change. **CONTRACTOR** shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. **H-GAC** shall be liable solely to **CONTRACTOR** and not to any of its Subcontractors or Assignees.

**ARTICLE 8:****EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS**

**CONTRACTOR** shall maintain during the course of its work, complete and accurate records of items that are chargeable to **END USER** under this Contract. **H-GAC**, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of **CONTRACTOR**. Failure to provide access to records may be cause for termination of this Contract. **CONTRACTOR** shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. **CONTRACTOR** further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that **H-GAC'S** duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

**ARTICLE 9:****REPORTING REQUIREMENTS**

**CONTRACTOR** agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If **CONTRACTOR** fails to submit to **H-GAC** in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

**ARTICLE 10:****MOST FAVORED CUSTOMER CLAUSE**

If **CONTRACTOR**, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **CONTRACTOR** shall notify **H-GAC** within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein **CONTRACTOR** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER**. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **CONTRACTOR** is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, **CONTRACTOR** shall within ten (10) business days notify **H-GAC** in writing, setting forth the detailed reasons **CONTRACTOR** believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. **H-GAC**, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between **H-GAC** and **CONTRACTOR** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to **H-GAC**.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure.

*EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, or contractor, which are not within bidder's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

**ARTICLE 11:****SEVERABILITY**

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

**ARTICLE 12:****DISPUTES**

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of **H-GAC** or his designee, who shall reduce his decision to writing and provide notice thereof to **CONTRACTOR**. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, **CONTRACTOR** requests a rehearing from the Executive Director of **H-GAC**. In connection with any rehearing under this Article, **CONTRACTOR** shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. **CONTRACTOR** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, **CONTRACTOR** shall proceed diligently with the performance of this Contract and in accordance with **H-GAC'S** final decision.

**ARTICLE 13: LIMITATION OF CONTRACTOR'S LIABILITY**

Except as specified in any separate writing between the CONTRACTOR and an END USER, CONTRACTOR's total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC described in Article 14, is limited to the price of the particular products/services sold hereunder, and CONTRACTOR agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will CONTRACTOR be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. CONTRACTOR understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

**ARTICLE 14: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC**

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of CONTRACTOR's negligent act or omission under this Contract. CONTRACTOR shall notify H-GAC of the threat of lawsuit or of any actual suit filed against CONTRACTOR relating to this Contract.

**ARTICLE 15: TERMINATION FOR CAUSE**

H-GAC may terminate this Contract for cause based upon the failure of CONTRACTOR to comply with the terms and/or conditions of the Contract; provided that H-GAC shall give CONTRACTOR written notice specifying CONTRACTOR'S failure. If within thirty (30) days after receipt of such notice, CONTRACTOR shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then H-GAC may, at its option, place CONTRACTOR in default and the Contract shall terminate on the date specified in such notice. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation was received by CONTRACTOR.

**ARTICLE 16: TERMINATION FOR CONVENIENCE**

Either H-GAC or CONTRACTOR may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. CONTRACTOR may be entitled to payment from END USER for services actually performed; to the extent said services are satisfactory to END USER. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation is received by CONTRACTOR.

**ARTICLE 17: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS**

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by H-GAC, the State of Texas, and the acts and regulations of any funding entity. CONTRACTOR agrees to notify H-GAC of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

**ARTICLE 18: GOVERNING LAW & VENUE**

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between END USER and CONTRACTOR are to be resolved in accord with the law and venue rules of the state of purchase. CONTRACTOR shall immediately notify H-GAC of such disputes.

**ARTICLE 19: PAYMENT OF H-GAC ORDER PROCESSING CHARGE**

CONTRACTOR agrees to sell its products to END USERS based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable H-GAC order processing charge. On notification from an END USER that an order has been placed with CONTRACTOR, H-GAC will invoice CONTRACTOR for the applicable order processing charge. Upon delivery of any product/service by CONTRACTOR and acceptance by END USER, CONTRACTOR shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay H-GAC the full amount of the applicable order processing charge, whether or not CONTRACTOR has received an invoice from H-GAC. For sales made by CONTRACTOR based on this contract, including sales to entities without Interlocal Contracts, CONTRACTOR shall pay the applicable order processing charges to H-GAC. Further, CONTRACTOR agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Contract. H-GAC reserves the right to take appropriate actions including, but not limited to, contract termination if CONTRACTOR fails to promptly remit H-GAC's order processing charge. In no event shall H-GAC have any liability to CONTRACTOR for any goods or services an END USER procures from CONTRACTOR.

**ARTICLE 20:**

**LIQUIDATED DAMAGES**

Any liquidated damages terms will be determined between CONTRACTOR and END USER at the time END USER's purchase order is placed.

**ARTICLE 21:**

**PERFORMANCE AND PAYMENT BOND FOR INDIVIDUAL ORDERS**

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, CONTRACTOR must be prepared to offer a PPB to cover any specific order if so requested by END USER. CONTRACTOR shall quote a price to END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of END USER's purchase order.

**ARTICLE 22:**

**CHANGE OF CONTRACTOR STATUS**

CONTRACTOR shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

**ARTICLE 23:**

**LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD [IF APPLICABLE]**

CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any CONTRACTOR'S license is not renewed, or is denied or revoked, CONTRACTOR shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for Houston-Galveston  
Area Council, Houston, Texas:

  
\_\_\_\_\_  
Jack Steele, Executive Director

Attest for Houston-Galveston  
Area Council, Houston, Texas:

  
\_\_\_\_\_  
Chuck Wemple, Chief Operations Officer  
Date: 10/26, 2017

Signed for HME, Incorporated  
Wyoming, Michigan:

  
\_\_\_\_\_

Printed Name & Title: JAMES MONTARUSSIO, President

Date: 24-oct, 2017

Attest for HME, Incorporated  
Wyoming, Michigan:

  
\_\_\_\_\_

Printed Name & Title: WILLIAM DOEBLER, VP OF SALES

Date: OCT 24, 2017

**Attachment A**  
**HME, Incorporated**  
**Fire Service Apparatus (All Types)**  
**Contract No. FS12-17**

<b>L. HME</b>		
<b>A. Aerials (Booms/Platforms, Ladders, Ladder/Platforms)</b>		
<b>LA01</b>	HME Spectr, 4-Door Custom Full-Tilt Extruded Aluminum Cab, Six (6) Man Seating, Single Axle, Stainless Steel Body, 1500 GPM Single Stage Pump, 400 Gallon Tank, Steel Ladder HAF80L, 1000# Tip Load, Rear Mounted Telescoping Ladder	\$ 734,916.00
<b>LA02</b>	HME 1871W, 4-Door Custom Full-Tilt Extruded Aluminum Cab, Six (6) Man Seating, Single Axle, Stainless Steel Body, 1500 GPM Single Stage Pump, 400 Gallon Tank, Steel Ladder HAF80L, 1000# Tip Load, Rear Mounted Telescoping Ladder	\$ 730,220.00
<b>LA03</b>	HME Spectr, 4-Door Custom Full-Tilt Extruded Aluminum Cab, Six (6) Man Seating, Tandem Axle, Stainless Steel Body, 1500 GPM Single Stage Pump, 400 Gallon Tank, Steel Ladder HAF111L, 1000# Tip Load, Rear Mounted Telescoping Ladder	\$ 788,329.00
<b>LA04</b>	HME 1871W, 4-Door Custom Full-Tilt Extruded Aluminum Cab, Six (6) Man Seating, Tandem Axle, Stainless Steel Body, 1500 GPM Single Stage Pump, 400 Gallon Tank, Steel Ladder HAF111L, 1000# Tip Load, Rear Mounted Telescoping Ladder	\$ 780,638.00
<b>LA05</b>	HME SFO, 4-Door Custom Full-Tilt Extruded Aluminum Cab, Six (6) Man Seating, Single Axle, Stainless Steel Body, 1500 GPM Single Stage Pump, 500 Gallon Tank, HAF51T, 1000# Tip Load, Rear Mounted Steel Boom	\$ 552,142.00
<b>LA06</b>	HME Spectr, 4-Door Custom Full-Tilt Extruded Aluminum Cab, Six Man Seating, Tandem Axle, Stainless Steel Body, 10GPM Single Stage Pump, 500 Gallon Tank, Stainless Platform HAF104P, 500# Tip Load, Rear Mounted Telescoping Ladder	\$ 888,208.00
<b>B. Wildland Fire Apparatus</b>		
<b>LB01</b>	HME Ford F-550 4x4 Initial Attack MiniEvo, 1500 GPM Side Mounted Pump, Stainless Steel Body, Single Axle, 400 Gallons	\$ 193,099.00
<b>LB02</b>	HME SFO Initial Attack Type I, 4-Door Custom Full-Tilt Extruded Aluminum Cab, Six (6) Man Seating, 1250 GPM Side Mounted Pump, Stainless Steel Body, Single Axle, 850 Gallons	\$ 381,365.00
<b>LB03</b>	HME International 7400 4x4 Quick Attack Type III/34D, 500 GPM Side Mounted Pump, Stainless Steel Body, Single Axle, 500 Gallons	\$ 368,173.00
<b>C. Pumper Fire Apparatus</b>		
<b>LC01</b>	HME Spectr, 4-Door Custom Full-Tilt Extruded Aluminum Cab, Six (6) Man Seating, Pumper, Stainless Steel Body, Single Axle, 1250 GPM Side Mounted Pump, 1045 Gallons	\$ 366,535.00
<b>LC02</b>	HME 1871W, 4-Door Custom Full-Tilt Extruded Aluminum Cab, Six (6) Man Seating, Pumper, Stainless Steel Body, Single Axle, 1250 GPM Side Mounted Pump, 1045 Gallons	\$ 381,365.00
<b>LC03</b>	HME SFO, 4-Door Custom Full-Tilt Extruded Aluminum Cab, Six (6) Man Seating, Pumper, Stainless Steel Body, Single Axle, 1250 GPM Side Mounted Pump, 1045 Gallons	\$ 345,767.00
<b>LC04</b>	HME International 7400 2-Door Commercial Cab, Pumper, Stainless Steel Body, Single Axle, 1250 GPM Side Mounted Pump, 1045 Gallons	\$ 260,587.00
<b>LC05</b>	HME International 7400 4-Door Commercial Cab, Pumper, Stainless Steel Body, Single Axle, 1250 GPM Side Mounted Pump, 1045 Gallons	\$ 342,350.00
<b>LC06</b>	HME Freightliner M2 2-Door Commercial Cab, Pumper, Stainless Steel Body, Single Axle, 1250 GPM Side Mounted Pump, 1045 Gallons	\$ 260,179.00
<b>LC07</b>	HME Freightliner M2 4-Door Commercial Cab, Pumper, Stainless Steel Body, Single Axle, 1250 GPM Side Mounted Pump, 1045 Gallons	\$ 267,518.00
<b>LC08</b>	HME SFO R.A.T., 4-Door Custom Full-Tilt Extruded Aluminum Cab, Four (4) Man Seating, Pumper, Stainless Steel Body, Single Axle, 1250 GPM Side Mounted Pump, 500 Gallons	\$ 336,389.00
<b>LC09</b>	HME 4x4 SFO H.X.R., 4-Door Custom Full-Tilt Extruded Aluminum Cab, Four (4) Man Seating, Pumper, Stainless Steel Body, Single Axle, 1500 GPM Side Mounted Pump, 500 Gallon Tank, Michelin 445/50R 22.5 Super Single Tires	\$ 355,576.00
<b>D. Special Service Apparatus (Walk-In &amp; Non-Walk In Bodies) Multi-use: Rescue, Re-Hab, Hazmat, Mobile</b>		

<b>LD01</b>	HME Spectr, 4-Door Custom Full-Tilt Extruded Aluminum Cab, Six (6) Man Seating, Single Axle, 14' Stainless Steel Body, Non-Walk-In Rescue	\$ 293,960.00
<b>LD02</b>	HME 1871W, 4-Door Custom Full-Tilt Extruded Aluminum Cab, Six (6) Man Seating, Single Axle, 14' Stainless Steel Body, Non-Walk-In Rescue	\$ 281,986.00
<b>LD03</b>	HME SFO, 4-Door Custom Full-Tilt Extruded Aluminum Cab, Six (6) Man Seating, Single Axle, 14' Stainless Steel Body, Non-Walk-In Rescue	\$ 274,145.00
<b>LD04</b>	HME Spectr, 4-Door Custom Full-Tilt Extruded Aluminum Cab, Six (6) Man Seating, Single Axle, 18' Stainless Steel Body, Non-Walk-In Rescue	\$ 307,645.00
<b>LD05</b>	HME 1871W, 4-Door Custom Full-Tilt Extruded Aluminum Cab, Six (6) Man Seating, Single Axle, 18' Stainless Steel Body, Non-Walk-In Rescue	\$ 295,526.00
<b>LD06</b>	HME SFO, 4-Door Custom Full-Tilt Extruded Aluminum Cab, Six (6) Man Seating, Single Axle, 18' Stainless Steel Body, Non-Walk-In Rescue	\$ 287,656.00
<b>LD07</b>	HME Ford F-550 4x4 4-Door Light Rescue PackRat, Non-Walk-In Stainless Steel Rescue Body	\$ 171,408.00
<b>E. Pumper/Tankers &amp; Tankers</b>		
<b>LE01</b>	HME Spectr, 4-Door Custom Full-Tilt Extruded Aluminum Cab, Six (6) Man Seating, Stainless Steel Body, Tandem Axle, 1250 GPM Side Mounted Pumper/Tanker, 3000 Gallons	\$ 418,483.00
<b>LE02</b>	HME 1871W, 4-Door Custom Full-Tilt Extruded Aluminum Cab, Six (6) Man Seating, Stainless Steel Body, Tandem Axle, 1250 GPM Side Mounted Pumper/Tanker, 3000 Gallons	\$ 406,510.00
<b>LE03</b>	HME Freightliner M2 2-Door Commercial Cab, Stainless Steel Body, Tandem Axle, 1250 GPM Side Mounted Pumper/Tanker, 3000 Gallons	\$ 306,851.00
<b>LE04</b>	HME Freightliner M2 4-Door Commercial Cab, Stainless Steel Body, Tandem Axle, 1250 GPM Side Mounted Pumper/Tanker, 3000 Gallons	\$ 315,812.00
<b>LE05</b>	HME International 7600 2-Door Commercial Cab, Stainless Steel Body, Tandem Axle, 1250 GPM Side Mounted Pumper/Tanker, 3000 Gallons	\$ 301,739.00
<b>LE06</b>	HME International 7600 4-Door Commercial Cab, Stainless Steel Body, Tandem Axle, 1250 GPM Side Mounted Pumper/Tanker, 3000 Gallons	\$ 308,999.00

## CONTRACT

**THIS AGREEMENT**; made by and between **Seagrave Fire Apparatus, LLC** of Clintonville, Wisconsin, hereinafter referred to as the "Seller", and **City of Placentia, Placentia, CA**, by its authorized representative, hereinafter referred to as the "Purchaser".

1. The Seller hereby agrees to furnish **Two (2)** unit(s) of Seagrave model **DB50CT Capitol Pumpers**, hereinafter referred to as "Apparatus and Equipment", according to the mutually agreed specifications and change order documents hereto attached and made a part of this contract, and to deliver the same as hereinafter provided.
2. The Seller guarantees that all material and workmanship in and about the Apparatus and Equipment shall comply with the mutually agreed specifications and change orders. In the event there is any conflict between the City Bid Specifications and the Seagrave Bid Proposal, the mutually agreed specifications and change orders will prevail. The standard Seagrave Limited Warranty will apply as provided for in the mutually agreed specifications and change orders. Minor details of materials and construction, not otherwise specified, shall be left to the decision of the Seller who shall be solely responsible for the design, engineering and construction of all features of the Apparatus and Equipment. Any changes to the contract or purchase order must be approved in advance through the issuance of a written change order by the Seller. The Seller will not assume responsibility for performing any change requested but not approved by the Purchaser within five (5) days of the change order submission for approval.
3. The Apparatus and Equipment shall be ready for delivery from Clintonville, Wisconsin, within **300** calendar days after the receipt of the (i) mutually agreed specifications, (ii) change order documents and (iii) approval drawing signed by the authorized representative of the Purchaser. The mutually agreed specifications and change order documents and approval drawing shall be delivered to the Purchaser for their signature in not more than 31 days from contract receipt at Seagrave or not more than five days from pre-construction meeting, if so provided. Delays due to change orders, strikes, failures to obtain materials, or other causes beyond Seagrave's control will be just cause for delay in delivery. The completed Apparatus and Equipment shall be delivered to the Purchaser at:

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

4. A competent representative shall, upon request, be furnished by the Seller to demonstrate said Apparatus and Equipment for the Purchaser and to familiarize the Purchaser's employees in the operation and handling of the Apparatus and Equipment.
5. The Purchaser purchases and agrees to pay for the Apparatus and Equipment, **the sum of One Million, Four Hundred Sixty-Seven Thousand, Seven Hundred Seventy-One Dollars (\$1,467,771)**, state, federal, FET, or local taxes not included. Payment of any such taxes are the responsibility of the Purchaser. **Progress payments shall be made as follows: The first payment shall be 25% of the purchase price, made at arrival at the Factory of the major components. The second payment shall be 25% of the purchase price, made at chassis laydown. The third payment shall be 25% of the purchase price, made at completion of the chassis. The fourth payment shall be 20% of the purchase price, made upon completion of the Final Inspection at the Factory, prior to shipment. The fifth and final payment shall be 5% of the purchase price and shall be made upon delivery to and acceptance by the Purchaser.**

5.1 All payments shall be made payable to Seagrave Fire Apparatus, LLC and shall be overnight delivered directly to:

***Seagrave Fire Apparatus, LLC  
7285 Solutions Center  
Chicago, IL 60677-7002***

5.2 The Apparatus and Equipment must be paid in full prior to being placed in fire service.

5.3 If more than one piece of Apparatus and Equipment is covered by this Contract, the above terms of payment shall apply to each piece, and an invoice covering each piece shall be rendered in the proper amount.

6. In the case that no final inspection is made by the Purchaser at the factory prior to shipment and the Purchaser desires to test the Apparatus and Equipment upon receipt, such test shall be made within three (3) days after arrival at the delivery destination specified above. A written report of such test shall be delivered forthwith to the Seller at its principal office at Clintonville, Wisconsin. If no such test be made, or if no such report be made by the Purchaser within three (3) days after arrival, then the Apparatus and Equipment shall be considered as fully complying with the contract specifications.
7. It is agreed that the Apparatus and Equipment covered by this contract shall remain the property of the Seller until the Apparatus and Equipment is delivered and accepted by the Purchaser, such acceptance shall not be unreasonably withheld or delayed. In case of any default in payment the Seller may take full possession of the Apparatus and Equipment, or of the piece or pieces upon which default has been made, and any payments that have been made shall be applied as rent in full for the use of the Apparatus and Equipment up to date of taking possession.
8. In the event that any applicable Federal or State Regulations (DOT, FMVSS, EPA, etc.), National Fire Protection Association Standards or import tariffs which are enacted during the course of this contract, and which requires a change in the contract specifications and purchase price in order for the Apparatus and Equipment to comply with such regulation, the parties will execute a change order describing the change in the specifications and increasing the purchase price by an amount equal to the increase in the costs of producing the Apparatus and Equipment.
9. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin without regard to principles of conflict of laws. Each party hereby consents that the exclusive venue for any dispute of claim relating to this Agreement shall be in the state courts sitting in Waupaca County, Wisconsin. Each party hereby consents to the personal jurisdiction of such courts.
10. Except for damages, claims or losses due to Seagrave's acts of gross negligence, Purchaser of user, to the extent permitted by law, will indemnify and hold Seagrave and Seagrave's property, free and harmless from any liability for losses, claims, injury to or death of any person, including Purchaser or user, or for damage to property arising from Purchaser or user using and possessing the Apparatus or from the acts or omissions of any person or persons, including Purchaser or user, using or possessing the Apparatus with Purchaser or user's express or implied consent. The provisions hereof shall survive expiration or termination of this Agreement.
11. Risk of loss shall pass to the Purchaser upon delivery and acceptance of the Apparatus and Equipment.

12. To be binding the contract must be signed and approved by an Officer of Seagrave Fire Apparatus, LLC. This contract and mutually agreed specifications and change order documents take precedence over all previous negotiations, and no representations are considered as entering into this contract except as are contained herein or in the mutually agreed specifications and change order documents included herein.

**IN WITNESS WHEREOF**, the said parties have caused these presents to be executed and the Purchaser has caused its corporate seal to be hereunto affixed, and attested by its authorized representatives, on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

***City of Placentia, Placentia, CA ("Purchaser")***

By \_\_\_\_\_

Title \_\_\_\_\_  
Purchaser

By \_\_\_\_\_

Title \_\_\_\_\_  
Purchaser

***SEAGRAVE FIRE APPARATUS, LLC ("Seller")***

By \_\_\_\_\_  
**Ulisses D. Parmeziani**

Title: **VP and COO**  
Seller

Date of Acceptance: \_\_\_\_\_

## CONTRACT

**THIS AGREEMENT**; made by and between **Seagrave Fire Apparatus, LLC** of Clintonville, Wisconsin, hereinafter referred to as the "Seller", and **City of Placentia, Placentia, CA**, by its authorized representative, hereinafter referred to as the "Purchaser".

1. The Seller hereby agrees to furnish **One (1)** unit(s) of Seagrave model **DP55CT Capitol 100/500 Long Quint Force, Tandem** hereinafter referred to as "Apparatus and Equipment", according to the mutually agreed specifications and change order documents hereto attached and made a part of this contract, and to deliver the same as hereinafter provided.
2. The Seller guarantees that all material and workmanship in and about the Apparatus and Equipment shall comply with the mutually agreed specifications and change orders. In the event there is any conflict between the City Bid Specifications and the Seagrave Bid Proposal, the mutually agreed specifications and change orders will prevail. The standard Seagrave Limited Warranty will apply as provided for in the mutually agreed specifications and change orders. Minor details of materials and construction, not otherwise specified, shall be left to the decision of the Seller who shall be solely responsible for the design, engineering and construction of all features of the Apparatus and Equipment. Any changes to the contract or purchase order must be approved in advance through the issuance of a written change order by the Seller. The Seller will not assume responsibility for performing any change requested but not approved by the Purchaser within five (5) days of the change order submission for approval.
3. The Apparatus and Equipment shall be ready for delivery from Clintonville, Wisconsin, within **360** calendar days after the receipt of the (i) mutually agreed specifications, (ii) change order documents and (iii) approval drawing signed by the authorized representative of the Purchaser. The mutually agreed specifications and change order documents and approval drawing shall be delivered to the Purchaser for their signature in not more than 31 days from contract receipt at Seagrave or not more than five days from pre-construction meeting, if so provided. Delays due to change orders, strikes, failures to obtain materials, or other causes beyond Seagrave's control will be just cause for delay in delivery. The completed Apparatus and Equipment shall be delivered to the Purchaser at:

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

4. A competent representative shall, upon request, be furnished by the Seller to demonstrate said Apparatus and Equipment for the Purchaser and to familiarize the Purchaser's employees in the operation and handling of the Apparatus and Equipment.
5. The Purchaser purchases and agrees to pay for the Apparatus and Equipment, the sum of **One Million, Two Hundred Seventy-Four Thousand, One Hundred Eighty-Three Dollars (\$1,274,183.00)**, state, federal, FET, or local taxes not included. Payment of any such taxes are the responsibility of the Purchaser. **Progress payments shall be made as follows: The first payment shall be 25% of the purchase price, made at arrival at the Factory of the major components. The second payment shall be 25% of the purchase price, made at chassis laydown. The third payment shall be 25% of the purchase price, made at completion of the chassis. The fourth payment shall be 20% of the purchase price, made upon completion of the Final Inspection at the Factory, prior to shipment. The fifth and final payment shall be 5% of the purchase price and shall be made upon delivery to and acceptance by the Purchaser.**

5.1 All payments shall be made payable to Seagrave Fire Apparatus, LLC and shall be overnight delivered directly to:

***Seagrave Fire Apparatus, LLC  
7285 Solutions Center  
Chicago, IL 60677-7002***

5.2 The Apparatus and Equipment must be paid in full prior to being placed in fire service.

5.3 If more than one piece of Apparatus and Equipment is covered by this Contract, the above terms of payment shall apply to each piece, and an invoice covering each piece shall be rendered in the proper amount.

6. In the case that no final inspection is made by the Purchaser at the factory prior to shipment and the Purchaser desires to test the Apparatus and Equipment upon receipt, such test shall be made within three (3) days after arrival at the delivery destination specified above. A written report of such test shall be delivered forthwith to the Seller at its principal office at Clintonville, Wisconsin. If no such test be made, or if no such report be made by the Purchaser within three (3) days after arrival, then the Apparatus and Equipment shall be considered as fully complying with the contract specifications.
7. It is agreed that the Apparatus and Equipment covered by this contract shall remain the property of the Seller until the Apparatus and Equipment is delivered and accepted by the Purchaser, such acceptance shall not be unreasonably withheld or delayed. In case of any default in payment the Seller may take full possession of the Apparatus and Equipment, or of the piece or pieces upon which default has been made, and any payments that have been made shall be applied as rent in full for the use of the Apparatus and Equipment up to date of taking possession.
8. In the event that any applicable Federal or State Regulations (DOT, FMVSS, EPA, etc.), National Fire Protection Association Standards or import tariffs which are enacted during the course of this contract, and which requires a change in the contract specifications and purchase price in order for the Apparatus and Equipment to comply with such regulation, the parties will execute a change order describing the change in the specifications and increasing the purchase price by an amount equal to the increase in the costs of producing the Apparatus and Equipment.
9. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin without regard to principles of conflict of laws. Each party hereby consents that the exclusive venue for any dispute of claim relating to this Agreement shall be in the state courts sitting in Waupaca County, Wisconsin. Each party hereby consents to the personal jurisdiction of such courts.
10. Except for damages, claims or losses due to Seagrave's acts of gross negligence, Purchaser or user, to the extent permitted by law, will indemnify and hold Seagrave and Seagrave's property, free and harmless from any liability for losses, claims, injury to or death of any person, including Purchaser or user, or for damage to property arising from Purchaser or user using and possessing the Apparatus or from the acts or omissions of any person or persons, including Purchaser or user, using or possessing the Apparatus with Purchaser or user's express or implied consent. The provisions hereof shall survive expiration or termination of this Agreement.
11. Risk of loss shall pass to the Purchaser upon delivery and acceptance of the Apparatus and Equipment.

12. To be binding the contract must be signed and approved by an Officer of Seagrave Fire Apparatus, LLC. This contract and mutually agreed specifications and change order documents take precedence over all previous negotiations, and no representations are considered as entering into this contract except as are contained herein or in the mutually agreed specifications and change order documents included herein.

**IN WITNESS WHEREOF**, the said parties have caused these presents to be executed and the Purchaser has caused its corporate seal to be hereunto affixed, and attested by its authorized representatives, on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

***City of Placentia, Placentia, CA ("Purchaser")***

By \_\_\_\_\_

Title \_\_\_\_\_  
Purchaser

By \_\_\_\_\_

Title \_\_\_\_\_  
Purchaser

***SEAGRAVE FIRE APPARATUS, LLC ("Seller")***

By \_\_\_\_\_  
**Ulisses D. Parmeziani**

Title: **VP and COO**  
Seller

Date of Acceptance: \_\_\_\_\_



## SALES AGREEMENT

This Sales Agreement (the "Agreement") made by and between HME, Incorporated (Company) and

City of Placentia

(Legal Name of Buyer)

401 E. Chapman

Placentia

California

92870

(Address)

(City)

(State/Province)

(Zip/Postal Code)

**1. ACCEPTANCE:** The "Company" agrees to sell and the "Buyer" agrees to purchase the apparatus and equipment (collectively the "Vehicle") described in the HME, Incorporated specifications hereto attached and made part of this Agreement, in accordance with the terms and conditions herein and the attached documents referenced herein (collectively, the "Agreement").

**2. DELIVERY:** Except as otherwise specified in this Agreement and provided that the Buyer has paid the purchase price, the Vehicle shall be ready for delivery within 280 calendar days after the date this Agreement is signed and executed by an officer of Company at the Company's Corporate Headquarters in Wyoming, Michigan, and based upon a satisfactory completion of a Pre-Construction Conference, if requested. The Company cannot be held liable for penalties and/or delays due to strikes, failures to obtain materials, fires, accidents, force majeure, or any other causes beyond the Company's control. The Pre-Construction Conference shall be conducted within 30 days from the execution of this Agreement.

To establish a stable design, procurement, and build schedule in accordance with the specifications and this Agreement, a Buyer change order cutoff date of eight (8) weeks from the date of the execution of the Agreement will be enforced. Changes in major components, configuration, or other items that may change the major components or configuration, (e.g.: engine, transmission, axles, water tank, body, fire pump) will not be allowed after the Agreement execution date.

If inability to obtain exclusive or brand name materials causes completion or delivery problems, the Company shall advise the Buyer of said problem. The Company resolves to examine alternative sources of said material. Material substitutions shall be mutually agreed upon by the Buyer and the Company. No substitutions shall be made without the execution of a written change order by the Buyer.

**3. CHANGE ORDERS:** Changes to the Agreement may be requested by the Buyer after the execution of the Agreement according to the terms of Section 2 of this Agreement. Changes shall be reviewed for cost and schedule impact by the Company. Changes shall be sequentially numbered. Change Orders shall be prepared by the HME sales representative and executed by the Buyer. The price of the Vehicle shall be adjusted to take into account any Change Orders. **Any and all Change Orders may extend the completion and delivery dates of the Vehicle.**

**4. SPECIFICATIONS:** The Company agrees that all material and workmanship in and about this Vehicle shall comply with the hereto attached HME, Incorporated specifications dated 17th day of June, 2019.

**5. WARRANTY:** The Company shall provide the warranty as specified in the attached HME, Incorporated specifications.

**6. PRICE:** The Buyer shall pay, as a purchase price for the Vehicle, the sum of Two Hundred Twenty Six Thousand Three Hundred Eight US Dollars and zero Cents (\$226,308.00). All prices are less any applicable local, state, or federal taxes which may be applied to the sale of the Vehicle. NOTE: Payment shall be made only to: HME, Incorporated, 1950 Byron Center Avenue, Wyoming, Michigan 49519, attention: Accounts Receivable.

**7. TERMS OF PAYMENT:**

- a) Payment of the purchase price plus cost of any authorized Change Orders, shall be paid, in full, at the time of plant pick-up or availability for delivery, whichever is earlier.
- b) No payment of any amount shall be made payable to a sales representative without written approval from the Company.
- c) It is agreed that the Vehicle covered by this Agreement shall remain the property of the Company and not be placed in service until the purchase price and any additional costs and expenses are paid by the Buyer. Any payment not made when due shall accrue a service charge of 1.5% per month, but in no event shall such charge exceed the maximum rate allowed by law.

**8. The Company** requires, and the Buyer agrees, that the Vehicle shall be inspected and picked up by the Buyer within seven (7) days of notice that the manufacturer of the Vehicle has been completed.

**9. CANCELLATION:** This Agreement is subject to cancellation by the Buyer only upon payment to the Company of reasonable cancellation charges as determined by the Company, which shall take into account expenses already incurred and commitments made by the Company.

**10. TAG-ON / ADDITIONAL ORDERS:** At its sole discretion, the Company may allow the terms of this Agreement to be extended to both the Buyer and similar agencies for the purchase of a similar Vehicles under similar terms for a period of one (1) year from the date of the execution of this Agreement. Should the Company choose to exercise this option, it shall be permitted to adjust the Agreement pricing to account for equitable price adjustments associated with the change in the cost of the materials used to produce the Vehicle. Such adjustments will be based upon the Producer Price Index (PPI) for fire trucks and/or heavy transportation equipment or by itemizing price changes expected by the Company from the component vendors. If there are any changes between the Vehicles(s) purchased via this Agreement and any subsequent orders, those changes must be documented via properly signed and executed Change Orders, including any necessary price adjustments. If the purchasing agency is not the Buyer, a separate Agreement must be executed under the terms of this Agreement to complete the additional purchases.

This Agreement, including its appendices and attachments, embodies the entire understanding between the parties relating to the subject matter contained herein and merges all prior discussions and agreements between them. No agent or representative of the Company has the authority to make any representations, statements, warranties, or agreements not herein expressed and all modifications of amendments of this Agreement, including any appendices, must be in writing signed by an authorized representative of each of the parties hereto.

No surety of any performance bond given by the Company to the Buyer in connection with this agreement shall be liable for any obligation of the Company arising under the standard warranty.

IN WITNESS WHEREOF, the Buyer and the Company have caused this Agreement to be executed by their duly authorized representatives this 17th day of June, 2019.

**COMPANY**

**BUYER**

**HME, Incorporated**  
**1950 Byron Center Avenue**  
**Wyoming, Michigan 49519**  
**616-534-1463 Phone**  
**616-534-1967 Fax**

City of Placentia  
401 E. Chapman  
Placentia, California 92870  
**Phone** \_\_\_\_\_  
**Fax** \_\_\_\_\_

**BY:** \_\_\_\_\_  
**NAME:** \_\_\_\_\_  
**TITLE:** \_\_\_\_\_  
**DATE:** \_\_\_\_\_

**BY:** \_\_\_\_\_  
**NAME:** \_\_\_\_\_  
**TITLE:** \_\_\_\_\_  
**DATE:** \_\_\_\_\_

**BUYERS WITNESS**

**WITNESSED:** \_\_\_\_\_  
**NAME:** \_\_\_\_\_  
**TITLE:** \_\_\_\_\_  
**DATE:** \_\_\_\_\_



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF FINANCE

DATE: JULY 9, 2019

SUBJECT: **URGENCY ORDINANCE REAUTHORIZING THE PUBLIC, EDUCATIONAL, AND GOVERNMENTAL (PEG) FEE ON STATE VIDEO FRANCHISEES OPERATING WITHIN THE CITY OF PLACENTIA**

FISCAL  
IMPACT: APPROXIMATELY \$70,000 ANNUAL PEG RESTRICTED REVENUE

### **SUMMARY:**

Per federal and state law, the City is allowed to establish a fee on state-franchised video service providers to fund capital costs incurred in support of public, educational, and governmental ("PEG") channel facilities and related activity. This fee is authorized in addition to the franchise fee. In 2008, the City approved a one (1%) PEG fee for this purpose. Charter Communications was paying this PEG fee until December 31, 2017. The City's ordinance has never been repealed and did not include an expiration date. It is the City's position that Charter should have continued paying the PEG fee. Charter Communications is taking the position that the PEG fee expired and needed to be reauthorized. To immediately address the lapse in PEG funding, City Staff is bringing forth this Urgency Ordinance and a non-Urgency ordinance to immediately resume collection of the PEG fee while reserving all rights regarding collection of past due PEG fees. The ordinances also include a provision to reauthorize this fee in the future by resolution instead of ordinance.

### **RECOMMENDATION:**

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

1. Waive full reading, by title only, and introduce and adopt Urgency Ordinance No. O-2019-XX, An Ordinance of the City Council of the City of Placentia, California, reauthorizing the Public, Educational, and Governmental fee on State video franchisees operating within the City of Placentia; and
2. Waive full reading, by title only, and introduce for first reading Ordinance No. O-2019-XX, An Ordinance of the City Council of the City of Placentia, California, reauthorizing the Public, Educational, and Governmental fee on State video franchisees operating within the City of Placentia.

**3. b.  
July 9, 2019**

**DISCUSSION:**

The Digital Infrastructure and Video Competition Act of 2006 (Pub. Util. Code §§ 5800 *et seq.*, "DIVCA") went into effect on January 1, 2007. Public Utilities Code Section 5870(n) ("Section 5870(n)") of DIVCA states that a city may adopt an ordinance establishing a fee on state-franchised video service providers to support public, educational, and governmental ("PEG") channel facilities. In 2008, the City adopted Ordinance No. O-2008-04, establishing a one percent (1%) fee for the support of the PEG channel facilities and activities within the City, which is codified in Section 6.48.00 of the Placentia Municipal Code (PMC). This PEG fee is collected on top of the 5% franchise fee imposed upon video service providers. Ordinance No. O-2008-04 has never been repealed and did not include an expiration date. It is the City's position that the Ordinance has not expired but continues in full force and effect. However, Charter Communications ("Franchisee") has alleged that the City's PEG fee has expired and stopped paying the PEG fee in December 2017. To immediately address the lapse in PEG fee funding, the attached ordinance reauthorizes the PEG fee codified in Section 6.48.060 of the PMC, which fee shall remain unchanged as to all state-franchised video service providers operating within the City. The ordinance further provides that future reauthorizations of the PEG fee may be conducted via adoption of a resolution instead of an ordinance. In addition, the adoption of this ordinance is declared to not be an admission of fault or a waiver of any claims against the Franchisee for unpaid PEG fees but instead expressly reserves all rights of the City in regards thereto.

The City has issued a letter to Charter Communications demanding payment for unpaid PEG fees for all of 2018 in the amount of \$69,484.97, plus interest in the amount of \$3,003.84. Interest continues to accrue as the fees remain unpaid. The City will also separately pursue collection of unpaid fees for the first and second quarter of 2019.

**FISCAL IMPACT:**

The annual estimated revenue is approximately \$70,000 in PEG restricted fees. In addition, the City will separately pursue collection of unpaid fees estimated at \$90,000 through March 31, 2019.

Prepared by:



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Kim Krause  
Director of Finance

Reviewed and approved:



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Damien R. Arrula  
City Administrator

**Attachments:**

1. Ordinance No. O-2019-XX
2. Ordinance No. O-2019-XX

**URGENCY ORDINANCE NO. O-2019-07**

**AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, REAUTHORIZING THE PUBLIC, EDUCATIONAL, AND GOVERNMENTAL FEE ON STATE VIDEO FRANCHISEES OPERATING WITHIN THE CITY OF PLACENTIA**

City Attorney Summary

This urgency ordinance would reauthorize the public, educational, and governmental (PEG) fee set forth in Section 6.48.060 of the Placentia Municipal Code to ensure the City's ability to collect such fee from state video franchise holders operating within the City. As an urgency ordinance, the ordinance would go into effect immediately.

WHEREAS, the Digital Infrastructure and Video Competition Act of 2006 (Pub. Util. Code §§ 5800 *et seq.*, "DIVCA") went into effect on January 1, 2007; and

WHEREAS, Public Utilities Code Section 5870(n) ("Section 5870(n)") of DIVCA indicates that a city may adopt an ordinance establishing a fee on state-franchised video service providers to support public, educational, and governmental ("PEG") channel facilities; and

WHEREAS, in 2008, the City adopted Ordinance No. O-2008-04, establishing a one percent (1%) fee for the support of PEG channel facilities and activities within the City ("PEG Fee"), which is codified in Section 6.48.060 of the Placentia Municipal Code; and

WHEREAS, Ordinance No. O-2008-04 has never been repealed and did not include any expiration date; and

WHEREAS, it is the City's understanding and position that the Ordinance has not expired but continues in full force and effect; and

WHEREAS, Charter Communications ("Franchisee") has alleged that the City's PEG fee has expired, which is disputed by the City; and

WHEREAS, this Ordinance will expressly reauthorize the PEG Fee codified in Section 6.48.060 of the Placentia Municipal Code, which fee shall remain unchanged and in full effect as to all state-franchised video service providers operating within the City; and

WHEREAS, the City Council will further authorize that future reauthorizations of the PEG Fee, if and when necessary, be conducted by resolution; and

WHEREAS, adoption of this ordinance is not intended as an admission of fault or a waiver of any claims against the Franchisee but instead includes a reservation of all rights thereto by City; and

WHEREAS, the City Council further finds and declares that there is an immediate need for resumption in the collection of PEG fees and accordingly finds that the adoption of this Urgency Ordinance is necessary for the immediate preservation of the public peace, health, and safety for the following reasons:

1. The PEG Fee funds are vital to the continued operation of PEG access channel facilities, which facilities are essential to providing City residents with important and vital civic programming, including emergency alerts.
2. Any loss of PEG funding jeopardizes a trustworthy, reliable and immediate means of emergency communications between the City and its residents.
3. Any lapse in funding may also lead to confusion among state video franchisees operating within the City.

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

SECTION 1. The City Council does hereby find and determine that all the facts, findings, and conclusions set forth above in this Ordinance are true and correct.

SECTION 2. Based on the foregoing findings, the City Council hereby finds and determines that the immediate preservation of the public peace, health and safety requires that this Ordinance be enacted as an urgency ordinance pursuant to Government Code Section 36937(b) and take effect immediately upon adoption.

SECTION 3. The City's PEG Fee imposed in Section 6.48.060 of the Placentia Municipal Code is reauthorized to the extent required by California Public Utilities Code Section 5870(n). All state-franchised video service providers operating within the City shall continue to be subject to the PEG Fee required by Section 6.48.060 of the Placentia Municipal Code, which fee shall remain unchanged and in full effect as to all state-franchised video service providers operating within the City.

SECTION 4. Commencing from, and after, the effective date of this Ordinance, the Ordinance set forth in Section 6.48.060 of the Placentia Municipal Code may, upon expiration of any state franchise subject hereto, be reauthorized by resolution.

SECTION 5. Adoption of this Ordinance is exempt from the California Environmental Quality Act ("CEQA") under CEQA Guidelines Section 15061(b)(3) because it can be seen

with certainty that there is no possibility that the Ordinance may have a significant effect on the environment.

SECTION 6. Any provision of the Placentia Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to that extent necessary to effect the provisions of this Ordinance.

SECTION 7. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Placentia hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions be declared invalid or unconstitutional.

SECTION 8. This Ordinance shall take effect immediately.

SECTION 9. The City Clerk is directed to certify to the passage and adoption of this Ordinance and shall cause the same, or a summary thereof, to be published or posted in the manner required by law.

**INTRODUCED** at a regular meeting of the City Council of the City of Placentia held on July 9, 2019.

**PASSED, APPROVED AND ADOPTED** this \_\_\_ day of \_\_\_\_\_ 2019.

\_\_\_\_\_  
Rhonda Shader, Mayor

ATTEST:

\_\_\_\_\_  
Robert S. McKinnell, City Clerk

I, Robert S. McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing Urgency Ordinance was introduced and adopted at a regular meeting of the City Council of the City of Placentia, held on the 9th day of July 2019 by the following vote:

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

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Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

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Christian L. Bettenhausen, City Attorney

**ORDINANCE NO. O-2019-08**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
PLACENTIA, CALIFORNIA, REAUTHORIZING THE PUBLIC,  
EDUCATIONAL, AND GOVERNMENTAL FEE ON STATE  
VIDEO FRANCHISEES OPERATING WITHIN THE CITY OF  
PLACENTIA**

City Attorney Summary

This ordinance would reauthorize the public, educational, and governmental (PEG) fee set forth in Section 6.48.060 of the Placentia Municipal Code to ensure the City's ability to collect such fee from state video franchise holders operating within the City.

WHEREAS, the Digital Infrastructure and Video Competition Act of 2006 (Pub. Util. Code §§ 5800 *et seq.*, "DIVCA") went into effect on January 1, 2007; and

WHEREAS, Public Utilities Code section 5870(n) ("Section 5870(n)") of DIVCA indicates that a city may adopt an ordinance establishing a fee on state-franchised video service providers to support public, educational, and governmental ("PEG") channel facilities; and

WHEREAS, in 2008, the City adopted Ordinance No. O-2008-04, establishing a one percent (1%) fee for the support of PEG channel facilities and activities within the City ("PEG Fee"), which is codified in Section 6.48.060 of the Placentia Municipal Code; and

WHEREAS, Ordinance No. O-2008-04 has never been repealed and did not include any expiration date; and

WHEREAS, it is the City's understanding and position that the Ordinance has not expired but continues in full force and effect; and

WHEREAS, Charter Communications ("Franchisee") has alleged that the City's PEG fee has expired, which is disputed by the City; and

WHEREAS, this Ordinance will expressly reauthorize the PEG Fee codified in Section 6.48.060 of the Placentia Municipal Code, which fee shall remain unchanged and in full effect as to all state-franchised video service providers operating within the City; and

WHEREAS, this Ordinance will further authorize future reauthorizations of the PEG Fee, if and when necessary, be conducted by resolution; and

WHEREAS, adoption of this ordinance is not intended as an admission of fault or a waiver of any claims against the Franchisee but instead expressly declares a reservation of all rights thereto by City; and

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

SECTION 1. The City Council does hereby find and determine that all the facts, findings, and conclusions set forth above in this Ordinance are true and correct.

SECTION 2. The City's PEG Fee imposed in Section 6.48.060 of the Placentia Municipal Code is reauthorized to the extent required by California Public Utilities Code Section 5870(n). All state-franchised video service providers operating within the City shall continue to be subject to the PEG Fee required by Section 6.48.060 of the Placentia Municipal Code, which fee shall remain unchanged and in full effect as to all state-franchised video service providers operating within the City.

SECTION 3. Commencing from, and after, the effective date of this Ordinance, the Ordinance set forth in Section 6.48.060 of the Placentia Municipal Code may, upon expiration of any state franchise subject hereto, be reauthorized by resolution.

SECTION 4. Adoption of this Ordinance is exempt from the California Environmental Quality Act ("CEQA") under CEQA Guidelines section 15061(b)(3) because it can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment.

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

SECTION 6. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Placentia hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions be declared invalid or unconstitutional.

SECTION 7. This Ordinance shall take effect thirty (30) days after its final passage.

SECTION 8. The City Clerk is directed to certify to the passage and adoption of this Ordinance and shall cause the same, or a summary thereof, to be published or posted in the manner required by law.

**INTRODUCED** at a regular meeting of the City Council of the City of Placentia held on July 9, 2019.

**PASSED, APPROVED AND ADOPTED** this \_\_\_ day of \_\_\_\_\_ 2019.

\_\_\_\_\_  
Rhonda Shader, Mayor

ATTEST:

\_\_\_\_\_  
Robert S. McKinnell, City Clerk

I, Robert S. McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council held on the 9th day of July 2019 and was finally adopted at a regular meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2019 by the following vote:

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

\_\_\_\_\_  
Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

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