



Regular Meeting Agenda July 21, 2020

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

SPECIAL PROCEDURES NOTICE DURING COVID-19 EMERGENCY

On March 4, 2020, Governor Newsom proclaimed a State of Emergency as a result of the threat of the COVID-19 virus.

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Given the health risks associated with COVID-19, please be advised that the City Council Chambers are closed to the public and some, or all, of the Placentia City Council Members may attend this meeting telephonically. Those locations are not listed on the agenda and are not accessible to the public.

How to Observe the Meeting

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How to Submit Public Comment

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Americans with Disabilities Act Accommodation

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 cityclerk@placentia.org or by calling (714) 993-8231. Notification 48 hours prior to the meeting will generally enable City Staff to make reasonable arrangements to ensure accessibility while maintaining public safety. (28 CFR 35.102.35.104 ADA Title II)

Until further notice the City will implement the guidelines of the California Department of Public Health regarding social distancing.

The City of Placentia thanks you in advance for taking all precautions to prevent the spread of the COVID-19 virus.

The City will return to normal City Council meeting procedures as soon as the emergency has ended.



Regular Meeting Agenda July 21, 2020

Placentia City Council
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Placentia Redevelopment Agency
Placentia Industrial Commercial
Development Authority

Ward L. Smith
Mayor

Jeremy B. Yamaguchi
Mayor Pro Tem

Craig S. Green
Councilmember

Rhonda Shader
Councilmember

Chad P. Wanke
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

Email:

administration@placentia.org

Website: www.placentia.org

Mission Statement

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

Vision Statement

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

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

Procedures for Addressing the Council/Board Members

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

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

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

Special Accommodations

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(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 21, 2020
5:30 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER:

PRIOR TO ROLL CALL:

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

ORAL COMMUNICATIONS: (PLEASE SEE PAGE ONE FOR SPECIAL INSTRUCTIONS ON SUBMITTING PUBLIC COMMENT DURING THE COVID-19 CRISIS)

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

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

1. Pursuant to Government Code Section 54956.9 (d)(2):
CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation
Significant exposure to litigation: (3 Cases)

2. Pursuant to Government Code Section 54956.8
CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Property: 321 S. Main Street APN: 339-393-09
Agency Negotiator: Damien R. Arrula, City Administrator
Negotiating Parties: Placita Santa Fe Downtown Merchants
Under Negotiations: Price and Terms of Payment

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

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING AGENDA
July 21, 2020
7:00 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER:

PRIOR TO ROLL CALL:

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

INVOCATION: Sterling Bennett

PLEDGE OF ALLEGIANCE:

PRESENTATION:

1. **Citizens' Oversight Committee Annual Measure U Report**
Presenter: Citizens' Oversight Committee Chair Robert S. McKinnell

[Presentation](#)
[Annual Report](#)

CLOSED SESSION REPORT:

CITY ADMINISTRATOR REPORT:

ORAL COMMUNICATIONS: (PLEASE SEE PAGE ONE FOR SPECIAL INSTRUCTIONS ON SUBMITTING PUBLIC COMMENT DURING THE COVID-19 CRISIS)

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.

[Oral Communications](#)

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. **Minutes**
City Council/Successor/ICDA Regular Meeting: July 7, 2020
Recommended Action: Approve
- 1.c. **City Fiscal Year 2019-20 Register for July 21, 2020**
Check Register
Fiscal Impact: \$ 730,310.96
Electronic Disbursement Register
Fiscal Impact: \$ 49,396.01
- City Fiscal Year 2020-21 Register for July 21, 2020**
Check Register
Fiscal Impact: \$ 694,247.12
Electronic Disbursement Register
Fiscal Impact: \$ 826,751.54
Recommended Action: It is recommended that the City Council:
 1) Receive and file
- 1.d. **Acceptance of Construction Work and Notice of Completion for Construction of Certain Tenant Improvements for the Placentia Navigation Center**
Fiscal Impact: Expense: \$2,967,122 Construction Cost
 Budget: \$3,568,000 Placentia Reg. Nav. Center Fund 2019-20
 (784070-6899)
Recommended Action: It is recommended that the City Council:
 1) Accept the work performed by Cannon Constructors South, Inc. for construction of the tenant improvements for the Placentia Navigation Center for a grand total amount of \$2,967,122; and
 2) Authorize the City Administrator to approve contract Change Order #1 in the amount of \$380,174; 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.e. **Purchase of Fuel Management System Software**
Fiscal Impact: Expense: \$29,728.79 Software Purchase and Installation
 Budgeted: \$35,000.00 FY 2020-21 CIP Budget
 (796114-6185) – Measure U Funds
Recommended Action: It is recommended that the City Council:
 1) Approve the Fuel View 4 Software as a Service (SaaS) Agreement with EJ Ward, Inc. for the fuel management system software purchase and implementation in an amount not to exceed \$29,728.79; and
 2) Authorize the City Administrator to approve change orders to EJ Ward up to 10%, or \$2,972.88, for a total amount not to exceed \$32,701.67; and
 3) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.
- 1.f. **Agreement With St. Jude Hospital to Accept a Healthy Communities Initiative Grant to Support Community Health and Wellness**
Fiscal Impact: Expense: \$58,000 St. Jude Grant
 Revenue: \$58,000 St. Jude Grant
Recommended Action: It is recommended that the City Council:
 1) Approve a Restricted Project Grant Agreement with St. Jude Hospital to accept a \$58,000 Healthy Communities Initiative Grant to support community health and wellness; and
 2) Approve Resolution No. R-2020-49, a Resolution of the City Council of the City of Placentia, California authorizing a budget amendment in Fiscal Year 2020-21 in

compliance with City Charter of the City of Placentia §§ 1206 and 1209 pertaining to appropriations for actual expenditures; and

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

1.g. **City Council Chambers Video Renovation Project in Response to COVID-19**

Fiscal Impact: Expense: \$ 75,000
Revenue: \$ 75,000 CARES Act Funding

Recommended Action: It is recommended that the City Council:

- 1) Authorize the City Administrator to enter into an agreement with VMI Broadcast and Professional Video for the purchase and installation of audio and visual upgrades for the City Council Chamber for a total project cost of not-to-exceed amount of \$75,000; and
- 2) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

1.h. **Sole Source Professional Services Agreement With Koa Hills Consulting for Consulting Services for the Finance Enterprise System Upgrade**

Fiscal Impact: Expense: \$148,750 Professional Services
Budget: \$ 24,000 2020-21 Operating Budget (102020-6099)
\$125,000 2020-21 CIP Budget (Project No. 6103)

Recommended Action: It is recommended that the City Council:

- 1) Approve the sole source Professional Services Agreement with Koa Hills Consulting in the amount of \$148,750 for finance enterprise system upgrade consulting services; and
- 2) Waive bidding requirements as sufficient justification for a sole source professional services agreement exists.

1.i. **A Resolution of the City Council of the City of Placentia, California Reaffirming Proclamation P-2020-01 and Resolution No. R-2020-11 Which Declared the Existence of a Local Emergency**

Fiscal Impact: Expenses: Cost of Mitigation of COVID-19 Outbreak
Revenue: To Be Determined by Ongoing Damage Assessment of Tax Revenue From Hotel and Sales Tax

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. R-2020-50, a Resolution of the City Council of the City of Placentia, California, reaffirming Proclamation P-2020-01 and Resolution No. R-2020-11 which declared the existence of a local emergency.

1.j. **Relaxation of Regulations and On-Site Parking Requirements for Restaurants and Other Businesses Related to COVID-19**

Fiscal Impact: Nominal expenditures related to Staff review of outdoor business and encroachment permits and working with participating businesses.
Unknown revenue gain from sales tax from businesses able to serve more customers than under indoor-only occupancy standards.

Recommended Action: It is recommended that the City Council direct the City Administrator, acting as the Director of Emergency Services, to revise the Temporary Outdoor Dining Establishment program to assist businesses in the following ways:

- 1) Outdoor Use of Public and Private Property. For the purpose of allowing businesses to request an increase in the allowable public and private space available for business activities and outdoor dining: relax outdoor dining and outdoor business operation regulations, development standards and conditions of approval, and to establish regulations which allow outdoor consumption of alcohol at restaurants where indoor consumption of alcohol was already allowed; and
- 2) Waive Fees. Waive the following fees until 11:59 p.m. on November 19, 2020:
 - a. Use of public space for outdoor business operations and outdoor dining; and

- b. Applications for a relaxation of outdoor business operations and outdoor dining regulations, including fees related to necessary Planning, Building and Fire permits.
- 3) Parking. Allow a reduction in mandatory on-site parking on private property for increased outdoor business operations and outdoor dining space with a property owner's permission; and
- 4) Administration. Allow Staff to process these adjustments administratively. This includes making temporary administrative adjustments (i.e., reduction of enforcement on existing conditions of approval) to previously approved Use Permits and other entitlement mechanisms.

2. PUBLIC HEARING: None

3. REGULAR AGENDA:

3.a. Pension Obligation Bond Study Session

Fiscal Impact: Expenditure: No Cost to Receive Presentation
 Revenue: Potential for Substantial FY 2020-21 Budgetary Savings and Long-Term Pension Cost Savings

Recommended Action: It is recommended that the City Council:

- 1) Receive the "Pension Obligation Bond Study Session" PowerPoint presentation;
- 2) Direct Staff to proceed with the additional evaluation of POBs for City Council consideration; and
- 3) Establish a PARS Pension Section 115 Trust. [Presentation](#)

3.b. Outdoor Dining Regulations for Old Town Placentia, Temporary Street Closure on Santa Fe Avenue and Establishment of "Dine Out Placentia" Program for Citywide Outdoor Dining in Response to COVID-19 State Mandated Closure of Restaurants for Indoor Dining

Fiscal Impact: Expenditures Related to the Temporary Closure of Santa Fe Avenue for Outdoor Dining Will Be Covered Under the CARES Act. A Forthcoming PowerPoint Presentation Will Outline Cost Details.

Recommended Action: It is recommended that the City Council:

- 1) Receive the PowerPoint presentation; and
- 2) Adopt Resolution No. R-2020-51, a Resolution of the City Council of the City of Placentia, California concerning the establishment of a 30-minute parking restriction for merchant curbside pick-up on City-owned property; and
- 3) Authorize the City Administrator to direct Staff to meet with the Old Town Placentia businesses and restaurants on a regular basis to determine if any changes or modifications are necessary; and
- 4) Approve a budgetary action to use CARES Act funding for the implementation of the temporary street closure to facilitate outdoor dining in Old Town in direct response to COVID-19; and
- 5) Authorize the City Administrator and/or his designee to execute all necessary documentation in a form approved by the City Attorney to implement the temporary closure of Santa Fe Avenue to facilitate outdoor dining for the purpose of allowing restaurants to increase allowable public space available to adhere to the State's social distancing requirements in response to COVID-19; and
- 6) Implement the citywide "Dine Out Placentia" Program.

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, August 4, 2020 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:

- Study Session: Citywide Streetlight LED Conversion Program

CERTIFICATION OF POSTING

I, Rosanna Ramirez, Acting Deputy City Administrator 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 21, 2020 meetings of the City Council, Successor Agency, and Industrial Commercial Development Authority was posted on July 16, 2020.

Rosanna Ramirez
Acting Deputy City Administrator

DRAFT

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING MINUTES
July 7, 2020
5:30 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

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CALL TO ORDER: Mayor Smith called the meeting to order at 5:30 p.m.

**1.b.
July 21, 2020**

ROLL CALL:

PRESENT: Councilmember/Board Member Shader, Smith
PRESENT ELECTRONICALLY: Councilmember/Board Member Green, Wanke, Yamaguchi
ABSENT: None

ORAL COMMUNICATIONS: None

The City Council and Boards of Directors recessed to the City Council Caucus Room for the purpose of conducting their Closed Session proceedings on the following:

- 1. Pursuant to Government Code Section 54956.9 (d)(2):
CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation
Significant exposure to litigation: (3 Cases)

CALL TO ORDER: Mayor Smith called the meeting to order at 7:02 p.m.

PRIOR TO ROLL CALL:

Prior to Roll Call City Attorney Bettenhausen read into the record a notice regarding teleconferencing public meetings under the Brown Act during the COVID-19 health risks. He noted that although the Council Chambers are currently closed to the public, public comment can be made by email to cityclerk@placentia.org.

ROLL CALL:

PRESENT: Councilmember/Board Member Shader, Smith
PRESENT ELECTRONICALLY: Councilmember/Board Member Green, Wanke, Yamaguchi
ABSENT: None

City Attorney Bettenhausen confirmed that all present in the Council Chambers and those attending telephonically could hear and be heard and that those attending telephonically had all they needed to participate in the meeting. He advised that because the meeting was teleconferenced all votes must be taken by roll call vote.

STAFF PRESENT: City Administrator/Executive Director Damien R. Arrula; City Attorney/Authority Counsel Christian L. Bettenhausen; Acting Deputy City Administrator/Director of Administrative Services Rosanna Ramirez; Acting Deputy City Administrator/Director of Public Works Luis Estevez; Director of Finance Jessica Brown; Chief of Police Darin Lenyi; Fire Chief J. Pono Van Gieson; Director of Community Services Karen Crocker; Director of Development Services Joe Lambert, Assistant to the City Administrator/Economic Development Manager Jeannette Ortega

INVOCATION: Fernando Villicana

PLEDGE OF ALLEGIANCE: Mayor Smith

PRESENTATION:

- 1. **Proclamation Declaring July 2020 as “Parks and Recreation Month”**
Recipient: Director of Community Services Karen Crocker
Presenter: Mayor Smith

Director of Community Services Karen Crocker thanked Mayor Smith and the Council for officially recognizing July 2020 as “Parks and Recreation Month” and noted that parks and recreation play a vital role in the community and for the health and well-being of the citizens. She commented that the Department was not able to provide the same services as in past summers, due to the COVID-19 pandemic and social distancing, but that in 2020 the City will be offering virtual classes and a virtual 5k run as part of the *Move Placentia* program. She introduced a short video demonstrating a sample of the upcoming programming.

CLOSED SESSION REPORT:

City Attorney/Agency Counsel Bettenhausen stated that there was nothing to report from the Closed Session.

CITY ADMINISTRATOR REPORT:

City Administrator Arrula introduced two (2) new City employees in the Placentia Fire and Life Safety Department.

Reserve Firefighter Ryan Dotan is currently a safety professional employed as an Environmental Health and Safety Specialist for global dental prosthetics manufacturer Glidewell Laboratories. He is responsible for employee training and implementation and integration of safety systems throughout the company. In addition, he functions as the company Cardiopulmonary Resuscitation (CPR) instructor and Lead Safety Committee Member. Ryan previously served as a Reserve Firefighter for OCFA, responding out of Station 25 in Midway City. He recently completed training at Verdugo Fire Academy in Glendale. Ryan completed his undergrad at California State University Fullerton and received an Associates of Science in Fire Technology from Glendale Community College. He is International Fire Service Accreditation Congress (IFSAC) Fire Fighter I certified and a registered Emergency Medical Technicians (EMT).

Reserve Firefighter Daniel Rodriguez graduated from Rio Hondo College Basic Firefighter One Academy in 2019. He also obtained his EMT license and his Associates of Science degree in Fire Technology. Daniel has 11 years of experience working as an EMT. Two (2) of those years were spent working with the Santa Monica Fire Department and nine (9) years were spent working in the Emergency Room of Saint Francis Medical Center.

ORAL COMMUNICATIONS:

Mayor Smith opened Oral Communications. City Clerk McKinnell and Deputy City Clerk O'Leary read into the record written comments received by the City Clerk's Office from the following: Brandi Moreno regarding the possibility of a rent relief program, Caroline Bostwick and Zakir Paruck regarding the Black Lives Matter movement, Jessica Spruiell regarding a list of alleged victims of Police brutality, Jose Ubaya regarding Black Lives Matter and defunding the Police, Elizabeth Bostwick regarding defunding the Police, Emily Morgan regarding Police oversight and accountability, and Nicholas Medellin regarding deaths related to the Black Lives Matter protests.

CITY COUNCIL/BOARD MEMBER COMMENTS:

Councilmember Green reported his attendance at the badge pinning for the new Placentia Fire and Life Safety Department personnel and congratulated City Staff for a job well done in successfully establishing the Department in one (1) year.

Councilmember Shader congratulated Fire Chief Van Gieson and the Battalion Chiefs on a great first week for the Fire Department and thanked the community for the generous welcome that they have given the Department. She congratulated the Community Services Department on Parks and Recreation Month.

Councilman Wanke noted his attendance at the badge pinning for the new Placentia Fire and Life Safety Department personnel and responded to concerns raised by the public during Oral Communications. He stated that he is and has been available to the public by phone, text, and email. He pointed out that there have been no reports of police brutality in Placentia and that the City Council, the Police Department and Staff care about the City and are responsive to the needs of the City's residents. He stated that the Council welcomes input and invites the public to contact them and express their concerns.

Mayor Pro Tem Yamaguchi welcomed the new Fire Department and Lynch EMS personnel and thanked them for the service they are providing to the City. He wished everyone a happy Fourth of July and acknowledged Acting Deputy City Administrator Estevez for his management of the residential slurry seal project.

Mayor Smith noted that this is an important time in the history of Placentia; congratulated the Fire Department leadership and personnel and the Staff at Lynch EMS; and expressed appreciation for the City Staff for working extremely hard over the last year to establish the Placentia Fire and Life Safety

Department. He expressed appreciation for the Community Services Department Staff, the programming they provide, and their service to the community. He noted the special challenges faced during the COVID-19 pandemic. Mayor Smith thanked the members of the public who sent comments and he mentioned the importance of transparency to the City Council and Staff and stated that no member of the Placentia Police Department would tolerate some of the actions and behaviors that have been demonstrated by law enforcement across the Country. Mayor Smith shared his thoughts on law enforcement behavior and oversight, recent protests, the standards of the Placentia Police Department, and his desire for unity. He encouraged members of the public to reach out directly to the Placentia Police Department with concerns.

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

Motion by Shader, seconded by Wanke, and carried a (5-0) vote to approve the Consent Calendar Items 1.a. through 1.l. as recommended.

1.a. Consideration to Waive Reading in Full of all Ordinances and Resolutions

Fiscal Impact: None

Recommended Action: Approve

(Approved 5-0, as recommended)

1.b. Minutes

City Council/Successor/ICDA Regular Meeting: June 16, 2020 and City Council Special Meeting: June 23, 2020

Recommended Action: Approve

(Approved 5-0, as recommended)

**1.c. City Fiscal Year 2019-20 Register for July 7, 2020
Check Register**

Fiscal Impact: \$3,165,578.63

Electronic Disbursement Register

Fiscal Impact: \$1,501,789.54

**City Fiscal Year 2020-21 Register for July 7, 2020
Check Register**

Fiscal Impact: \$ 77,357.83

Electronic Disbursement Register

Fiscal Impact: \$ 63,111.78

Recommended Action: It is recommended that the City Council:

1) Receive and file

(Received and filed)

1.d. Second Reading of Ordinance No. O-2020-06 Authorizing and Establishing Fire and Life Safety Department User Fees

Fiscal Impact: Expenditures will be offset by revenues.

Recommended Action: It is recommended that the City Council:

1) Waive full reading, by title only, and adopt Ordinance No. O-2020-06, an Ordinance of the City Council of the City of Placentia, California authorizing and establishing Fire and Life Safety Department User Fees.

(Approved 5-0, as recommended)

1.e. Item Removed Due to COVID-19 Concerns

1.f. Acceptance of Construction Work and Notice of Completion for Construction of the FY 2019-20A Residential Slurry Seal Project (City Project No. 1001)

Fiscal Impact: Expense: \$ 713,171.88 Construction Cost

Budgeted: \$ 682,292.00 FY 2019-20 CIP Budget

(601001-6185 – RMRA Funds)

\$ 41,270.00 FY 2019-20 CIP Budget

(791001-6185 – Measure U Funds)

Recommended Action: It is recommended that the City Council:

- 1) Accept the work performed by PMI., for construction of the FY 2019-20A Residential Slurry Seal Project, City Project No. 1001 for a grand total amount of \$713,171.88; and
- 2) Authorize the City Administrator to approve Contract Change Order #1 in the amount of \$30,879.84; 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.

(Approved 5-0, as recommended)

1.g. **Approval of Plans and Specifications, Award of Construction Contract to All American Asphalt and Amendment to Professional Services Agreement with KOA Corporation for Construction Management Services for the FY 2019-2020 Arterial Roadway Rehabilitation Project No. 1002**

<u>Fiscal Impact:</u> Expense:	\$ 2,207,799	Construction Contract
	\$ 174,132	Construction Management
	\$ 201,669	Contingency Amount
Budget:	<u>\$ 2,583,600</u>	Total Project Budget FY 2020-21 CIP Budget
	\$ 1,960,200	Measure U (791002-6185)
	\$ 312,000	Measure M (181002-6185)
	\$ 194,500	SB 1/RMRA (601002-6185)
	\$ 100,000	CalRecycle Grant (501002-6185)
	\$ 16,900	Thoroughfare Construction Fund (261002-6185)

Recommended Action: It is recommended that the City Council:

- 1) Approve the Engineered Plans and Specifications prepared by NV5 for the FY 2019-20 Arterial Roadway Rehabilitation Project; and
- 2) Approve a Public Works Agreement for this project with All American Asphalt, Inc. for an amount not-to-exceed \$2,207,799; and
- 3) Approve Amendment No. 1 with KOA for Construction Management Services to provide additional professional consulting services for \$174,132, for a cumulative not-to-exceed contract amount of \$424,132; and
- 4) Reject all other bids received and authorize return of the bid bonds; and
- 5) Authorize the City Administrator to approve contract change orders up to 9.1% of the contract not-to-exceed amount, or \$201,669; and
- 6) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

(Approved 5-0, as recommended)

1.h. **Award of Maintenance Service Agreement with CT&T Concrete Paving Inc. for On-Call Concrete Repair Services**

<u>Fiscal Impact:</u> Expense:	\$ 115,800	3 Year Contract Cost
Budgeted:	\$ 40,000	FY 2020-21 Capital Improvement Program Budget (791003-6185) – Measure U
	\$ 40,000	FY 2021-22 Capital Improvement Program
	\$ 40,000	FY 2022-23 Capital Improvement Program

Recommended Action: It is recommended that the City Council:

- 1) Approve a three-year Maintenance Service Agreement for \$115,800 with CT&T Concrete Paving Inc. for On-Call Concrete Repair Services; and
- 2) Authorize the City Administrator to approve contract amendments up to 10% of the total contract amount, or \$11,580; and
- 3) Authorize the City Administrator or his designee to execute all necessary documents, in a form approved by the City Attorney.

(Approved 5-0, as recommended)

1.i. **Resolution Authorizing Submittal of a Permanent Local Housing Allocation Application**

Fiscal Impact: Expense: \$214,774 Community Development Projects
Budgeted: \$ 0 FY 2020-21 Budget (Will require budget amendment, if awarded.)
Revenue: \$214,774 Grant Funding

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. R-2020-41, a Resolution of the City Council of the City of Placentia, California, authorizing application for, and receipt of, State Department of Housing and Community Development Permanent Local Housing Allocation Funds (PLHA); and
- 2) Authorize the City Administrator to execute the application for PLHA Program funds and make any subsequent amendments or modifications related to the application; and
- 3) Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

(Approved 5-0, as recommended)

1.j. **Permanent Local Housing Agreement between the City of La Habra and the City of Placentia for the City of La Habra to Act as the North SPA Treasurer for the Purposes of Disbursing PLHA Funding**

Fiscal Impact: Expense: None
Revenue: \$1,288,644 Estimated If Awarded for Fiscal Years 2019-2020 through 2023-2024

Recommended Action: It is recommended that the City Council:

- 1) Approve, the Permanent Local Housing Agreement between the City of La Habra and City of Placentia, allowing the City of La Habra to act as the North Service Planning Area Treasurer for the purposes of disbursing PLHA funds for an estimated five (5) year funding allocation of \$1,288,644 for Fiscal Years 2019-2020 through 2023-2024; and
- 2) Authorize the City Administrator, or his designee, to execute the necessary documents, in a form approved by the City Attorney.

(Approved 5-0, as recommended)

1.k. **Professional Services Agreement with John L. Hunter and Associates, Inc. for National Pollutant Discharge Elimination System (NPDES) Consulting Services**

Fiscal Impact: Expense: \$224,940 Total Cost for Services Over 3 Years
Budgeted: \$ 74,980 FY 2020-21 Operating Budget (103593-6099)
\$ 74,980 Estimated for FY 2021-22 Operating Budget (103593-6099)
\$ 74,980 Estimated for FY 2022-23 Operating Budget (103593-6099)

Recommended Action: It is recommended that the City Council:

- 1) Approve a Professional Services Agreement with John L. Hunter and Associates, Inc., for a three-year contract not-to-exceed amount of \$224,940 for NPDES Consulting Services with one (1) two-year term extension, based on consultant performance and at the discretion of the City; and
- 2) Authorize the City Administrator to extend term of agreement based on consultant performance and at the discretion of the City; and
- 3) Authorize the City Administrator to increase contract amendments up to 10%; and
- 4) Authorize City Administrator to extend the term of agreement based on Section 4.1 of the Agreement; and
- 5) Authorize the City Administrator or his designee to execute all necessary documents, in a form approved by the City Attorney.

(Approved 5-0, as recommended)

1.l. **Installation of Linda Vista Street Parking Time Restriction Signage**

Fiscal Impact: Expense: \$ 900 New Sign Fabrication and Installation
Budgeted: \$ 900 FY 2020-21 Operation Budget (103652-6310)

Recommended Action: It is recommended that the City Council:

- 1) Direct City Staff to install 2-hour time restricted parking on Linda Vista Street westerly side between Yorba Place and Yorba Linda Boulevard; and
- 2) Direct City Staff to remove signs six (6) months after installation unless City Council extension is granted at request of the property owner; and
- 3) Approve Resolution No. R-2020-42, a Resolution of the City Council of the City of Placentia, California concerning the installation of time-restricted parking on Linda Vista Street.

(Approved 5-0, as recommended)

2. PUBLIC HEARINGS:

2.a. **Solid Waste Handling Services Rate Adjustment and Related Resolutions for Fiscal Year 2020-21**

Fiscal Impact: There is no direct fiscal impact to the City's budget associated with the recommended actions.

Recommended Action: It is recommended that the City Council:

- 1) Open the Public Hearing concerning the Solid Waste Handling Services Rate Adjustment and related resolutions for Fiscal Year 2020-21; and
- 2) Receive the Staff Report, consider all public testimony, ask questions of Staff; and
- 3) Close the Public Hearing and direct the City Clerk to tabulate the written protests and report the results of the tabulation to the City Council; and
- 4) Adopt Resolution No. R-2020-43, a Resolution of the City Council of the City of Placentia, California approving the Amended Fee Schedule for Solid Waste Handling Services for Fiscal Year 2020-21; and
- 5) Adopt Resolution No. R-2020-44, a Resolution of the City Council of the City of Placentia, California authorizing and determining residential solid waste handling service charges and directing placement thereof on the Orange County property tax rolls for Fiscal Year 2020-21; and
- 6) Approve Amendment No. 11 to the Amended, Revised and Restated Agreement for Solid Waste Handling Services between the City of Placentia and Republic Waste Services of Southern California, LLC; and
- 7) Authorize the City Administrator to execute all the necessary documents, in a form approved by the City Attorney.

(Approved 5-0, as recommended)

Mayor Smith opened the Public Hearing at 8:04 p.m.

City Administrator Arrula introduced Public Works Management Analyst Elsa Robinson who gave a brief presentation on the solid waste handling services rate adjustment for Fiscal Year 2020-21 which included background, Assembly Bill (AB) 1594, previous City Council action, proposed rate changes, a summary of single-family residential and commercial waste rates, Agreement Amendment No. 11, the public hearing notice and process, and Staff recommendations.

Councilmember Green applauded Republic Services for their hard work in dealing with the demands of the State of California and keeping the City of Placentia informed.

Management Analyst Robinson pointed out that a version of Amendment No. 11, which was revised after the agenda was posted, was placed on the dais for Council consideration.

Councilmember Shader requested clarification on the Proposition 218 protest requirements and procedures and questioned whether there was a possibility of a tiered rate system in the future. A brief discussion followed.

Councilmember Shader noted that the State of California passes legislation to be effective on January 1, while the City's review of Republic Services agreements happens at the end of the City's fiscal year in June, thus requiring a catch up of six months of charges.

In response to a question by Mayor Smith, Republic Services Municipal Services Manager Mark McGhee stated that although Republic offers different sizes of waste containers, there is no differentiation in price for their service.

City Clerk McKinnell confirmed that no further public comment had been received by email and announced that five (5) valid and four (4) invalid written protests had been received by the City Clerk's Office prior to this meeting and no written protest were received during the meeting.

Mayor Smith closed the public hearing at 8:26 p.m.

Motion by Wanke, seconded by Green, and carried a (5-0) vote to approve Item 2.a. including the revised Amendment No. 11 and directing Staff to investigate Proposition 218 requirements in regards to solid waste rates and consider establishing a tiered pricing system.

2.b. **Adoption of a Resolution Extending the Temporary Authorization for Fire and Life Safety User Fees**

Fiscal Impact: Expenditures will be offset by revenues.

Recommended Action: It is recommended that the City Council:

- 1) Open the Public Hearing to consider adopting a Resolution extending the temporary authorization for Fire and Life Safety user fees; and
- 2) Receive the Staff report, consider all public testimony and discuss the proposed fees; and
- 3) Close the public hearing; and
- 4) Adopt Resolution No. R-2020-45, a Resolution of the City Council of Placentia extending the temporary authorization for Fire and Life Safety Department user fees.

(Approved 5-0, as recommended)

City Administrator Arrula introduced Director of Development Services Lambert to present a brief Staff Report on the proposed adoption of a resolution extending the temporary authorization for Fire and Life Safety Department user fees.

Mayor Smith opened the Public Hearing at 8:31 p.m.

City Clerk McKinnell confirmed that no further public comment had been received by email.

Mayor Smith closed the public hearing at 8:32 p.m.

Motion by Green, seconded by Shader, and carried a (5-0) vote to approve Item 2.b. as recommended.

3. REGULAR AGENDA:

3.a. **Notice of General Municipal Election – November 3, 2020**

Fiscal Impact: Estimated Expense: \$45,000

Budgeted: \$45,000

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. R-2020-46, a Resolution of the City Council of the City of Placentia calling for the holding of a General Municipal Election to be held on Tuesday November 3, 2020 to elect City Council Members for Districts 1,3, and 5; electing a City Clerk, electing a City Treasurer and requesting consolidation with the Statewide General Election being held on that date; and
- 2) Adopt Resolution No. R-2020-47, a Resolution of the City Council of the City of Placentia, California, adopting regulations for candidates for elective office pertaining to candidates' statements submitted to the voters at an election to be held on Tuesday, November 3, 2020.

(Approved 5-0, as recommended)

City Attorney Bettenhausen made a brief presentation regarding the calling of a General Municipal Election on Tuesday, November 3, 2020, consolidated with the Statewide General Election. He stated that the City will hold elections for Council Seats in Districts one (1), three (3), and five (5) for four-year terms; a City Treasurer seat for a four-year term; and a City Clerk seat for a two-year term.

Motion by Green, seconded by Wanke and carried a (5-0) vote to approve Item 3.a. as recommended.

City Clerk McKinnell announced that the Nomination period for the November 3, 2020 election begins Monday, July 13, 2020, and anyone interested in receiving nomination materials may contact the City Clerk's Office for an appointment.

3.b. **Ordinance Adding New Sections to the Municipal Code and Resolution Establishing City Policy on Residency Requirements for Elected Officials and Candidates for Office**

Fiscal Impact: The adoption of the Ordinance and Resolution will not impact the Budget as the purpose is to streamline the work of the City's Election Official/City Clerk, and to not impose any additional burdens on Staff.

Recommended Action: It is recommended that the City Council:

- 1) Adopt Ordinance O-2020-07, an Ordinance of the City Council of the City of Placentia, California adding new Sections 2.10.040 and 2.10.050 to Chapter 2.10 of the Placentia Municipal Code, pertaining to residency requirement for Councilmembers and other elected City officials; and
- 2) Approve Resolution R-2020-48, a Resolution of the City Council of the City of Placentia, California to establish policy and procedures for the determination of residency for City elected officials and candidates for office.

(Approved 5-0, as recommended)

City Attorney Bettenhausen presented the Staff Report regarding the adoption of an ordinance establishing a City policy on residency requirements for elected officials and candidates for office and a resolution establishing procedures for the determination of residency.

Councilmember Shader expressed her appreciation for the City Clerk's Office providing clear information and guidelines for candidates.

Motion by Green, seconded by Wanke, and carried a (5-0) vote to adopt Ordinance O-2020-07 as recommended.

Motion by Green, seconded by Shader, and carried a (5-0) vote to approve Resolution R-2020-48 as recommended.

3.c. **2020 Pavement Management Plan Report and Presentation**

Fiscal Impact: There is no fiscal impact associated with the recommended action.

Recommended Action: It is recommended that the City Council:

- 1) Receive and file the 2020 Pavement Management Plan Report and Presentation.

(Approved 5-0, as recommended)

City Administrator Arrula introduced Acting Deputy City Administrator Estevez to give a brief presentation on the 2020 Pavement Management Plan which included why pavement management, assessment, pavement condition index (PCI), Placentia pavement network statistics, pavement maintenance history 2017 to 2020, 2020 pavement condition, roadway life cycle and repair costs, various funding scenarios, pavement rehabilitation/maintenance costs and strategy, the citywide pavement rehabilitation schedule, and the Fiscal Year 2019-20 Arterial Roadway Rehabilitation Project.

Councilmember Green thanked the Public Works Department for their hard work maintaining the City's streets.

Councilmember Shader asked for clarification on the amount the City spent on road maintenance and rehabilitation in Fiscal Year 2019-20 and questioned the difficulty of reaching the \$5.1 million annual

allocation which was proposed to allow the City to reach a projected completion of road rehabilitation by 2027.

Mayor Pro Tem Yamaguchi asked Staff to ensure that contractors are abiding by street closure regulations and asked that Staff go above and beyond in notifying the public.

The Mayor did not call for a vote and Item 3.c. was received and filed.

CITY COUNCIL/BOARD MEMBERS REQUESTS:

Councilmember Green reminded everyone to be mindful of pool safety and to designate an adult to be responsible when children are in pools.

Mayor Smith wished a happy belated 100th birthday to longtime Placentia resident Estella Samapira.

ADJOURNMENT:

The City Council/Successor Agency/ICDA Agency Board of Directors adjourned at 9:07 p.m. in memory of Lucy Castillo, lifelong Placentia resident; and Raymond E. Gonzales, father of Senior Planner Andrew Gonzales; to Tuesday, July 21, 2020 at 5:30 p.m.

Ward L. Smith, Mayor/Agency Chair

ATTEST:

Robert S. McKinnell, City Clerk/Agency Secretary

City of Placentia
Check Register
For 07/21/2020
FY19/20

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
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Grand Total: 730,310.96

Check Totals by ID

AP	730,310.96
EP	0.00
IP	0.00
OP	0.00

Fund Name	<u>Check Totals by Fund</u>
101-General Fund (0010)	353,167.14
117-Measure U Fund (0079)	36,364.25
210-Measure M (0018)	5,473.01
211-PEG Fund (0058)	9,407.25
225-Asset Seizure (0021)	286.10
231-Placentia Reg Nav Cent(0078)	296,593.82
233-Gen Plan Update Fees (0074)	56.85
234-Technology Impact Fees (0075)	31.50
265-Landscape Maintenance (0029)	9,398.49
401-City Capital Projects (0033)	4,272.53
601-Employee Health & Wifre (0039)	2,009.70
605-Risk Management (0040)	10,497.63
701-Special Deposits (0044)	2,752.69

Void Total: 0.00
Check Total: 730,310.96

Check Total: 730,310.96

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

City of Placentia
Check Register
For 07/15/2020

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
MW OH	BIG TOP RENTALS V002980	TENT RENTAL	109595-6999 Other Expenditure	AP062920	3,987.79 89631		00104893	06/30/2020
					Check Total:	3,987.79		
MW OH	ACRYLIC DESIGNS INC V011458	SNEEZE GUARDS	104071-6301 / 50500-6301 Special Department Supplies	AP070220	1,551.60 13355		00104894	07/01/2020
MW OH	ACRYLIC DESIGNS INC V011458	SNEEZE GUARDS	104071-6301 / 50500-6301 Special Department Supplies	AP070220	193.95 13364		00104894	07/01/2020
					Check Total:	1,745.55		
MW OH	ADMINSURE V004980	MAY WORKERS COMP ADMIN SVS	404580-6025 Third Party Administration	AP070220	3,960.00 13369		00104895	07/01/2020
					Check Total:	3,960.00		
MW OH	ANAHEIM SCREEN & GLASS V010390	GLASS FOR ELEVATORS	103654-6130 Repair & Maint/Facilities	AP070220	1,316.12 39482		00104896	07/01/2020
					Check Total:	1,316.12		
MW OH	ANGEL, BRYCE V002886	PD TRAINING MEALS, MILEAGE	103041-6250 Staff Training	AP070220	60.23 BA6222420MM		00104897	07/01/2020
					Check Total:	60.23		
MW OH	AT & T V008736	JUNE KOCH PARK INTERNET	109595-6215 Telephone	AP070220	41.35 JUNE KP 20		00104898	07/01/2020
MW OH	AT & T V008736	JUNE SPORTS COMPLEX INTERNET	296561-6215 Telephone	AP070220	32.10 JUNE LMD 20		00104898	07/01/2020
MW OH	AT & T V008736	JUNE TEEN CTR INTERNET	109595-6215 Telephone	AP070220	23.54 JUNE T/C 20		00104898	07/01/2020
					Check Total:	96.99		
MW OH	AT&T V011041	JUNE CH INTERNET, VOICE	109595-6215 Telephone	AP070220	1,726.94 6064425507		00104899	07/01/2020
					Check Total:	1,726.94		
MW OH	AXIS GENERAL V011183	MAR KRAEMER PUMP STN MAINT	103652-6099 Professional Services	AP070220	371.64 7370	P11573	00104900	07/01/2020

City of Placentia
Check Register
For 07/15/2020

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
MW OH	AXIS GENERAL V011183	MAR KRAEMER PUMP STN MAINT	103652-6099 / 21009-6099 Professional Services	AP070220	371.65 7370	P11573	00104900	07/01/2020
MW OH	AXIS GENERAL V011183	MAR PLACENTIA PUMP STN MAINT	103652-6099 / 21010-6099 Professional Services	AP070220	371.65 7375	P11573	00104900	07/01/2020
MW OH	AXIS GENERAL V011183	MAR PLACENTIA PUMP STN MAINT	103652-6099 Professional Services	AP070220	371.64 7375	P11573	00104900	07/01/2020
MW OH	AXIS GENERAL V011183	MAR MELROSE PUMP STN MAINT	103652-6099 Professional Services	AP070220	743.29 7378	P11573	00104900	07/01/2020
Check Total:					2,229.87			
MW OH	BIGGS CARDOSA V010461	MAY ENGINEERING SVS	331801-6185 Construction Services	AP070220	4,272.53 78876	P11550	00104901	07/01/2020
Check Total:					4,272.53			
MW OH	CALMAT CO. V010007	ASPHALT	103652-6301 Special Department Supplies	AP070220	433.18 72601886		00104902	07/01/2020
MW OH	CALMAT CO. V010007	ASPHALT	103652-6301 Special Department Supplies	AP070220	480.70 72601887		00104902	07/01/2020
MW OH	CALMAT CO. V010007	ASPHALT	103652-6301 Special Department Supplies	AP070220	498.73 72617868		00104902	07/01/2020
Check Total:					1,412.61			
MW OH	CANON FINANCIAL SERVICES V008979	JUNE COPIER USAGE	109595-6175 Office Equipment Rental	AP070220	1,852.38 21539763		00104903	07/01/2020
MW OH	CANON FINANCIAL SERVICES V008979	JUNE COPIER USAGE	109595-6175 Office Equipment Rental	AP070220	266.00 21539765		00104903	07/01/2020
Check Total:					2,118.38			
MW OH	CBE V008124	JUNE COPIER OVERAGES	109595-6175 Office Equipment Rental	AP070220	44.35 IN2279878		00104904	07/01/2020
Check Total:					44.35			
MW OH	CENTURY BUSINESS V010180	3-14-6/13 COPIER USAGE	109595-6175 Office Equipment Rental	AP070220	582.98 AR4742		00104905	07/01/2020

**City of Placentia
Check Register
For 07/15/2020**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	CENTURY BUSINESS V010180	3/14-6/13 COPIER USAGE	109595-6175 Office Equipment Rental	AP070220	4,401.29	AR4757		00104905	07/01/2020
				Check Total:	4,984.27				
MW OH	CHEMEX INDUSTRIES INC. V004683	GRAFFITI REMOVER	103652-6301 Special Department Supplies	AP070220	188.34	31339		00104906	07/01/2020
				Check Total:	188.34				
MW OH	CITY OF ANAHEIM V010186	MAY-JUNE ELECTRICAL FEES	109595-6330 Electricity	AP070220	67.60	051820		00104907	07/01/2020
				Check Total:	67.60				
MW OH	D'ALELIO INC V011533	HELMET SHIELDS	103066-6301 Special Department Supplies	AP070220	511.13	23054		00104908	07/01/2020
				Check Total:	511.13				
MW OH	DISTINGUISHED PEST V003466	QUARTERLY PEST CONTROL SVS	103654-6290 Dept. Contract Services	AP070220	1,325.00	16573		00104909	07/01/2020
				Check Total:	1,325.00				
MW OH	EMPIRE MEDIA V010651	MAY MEDIA PRODUCTION SVS	581573-6099 Professional Services	AP070220	4,569.75	0139	P11548	00104910	07/01/2020
				Check Total:	4,569.75				
MW OH	FACTORY MOTOR PARTS V010842	SPARK PLUGS	103658-6134 Vehicle Repair & Maintenance	AP070220	35.64	102-105055		00104911	07/01/2020
MW OH	FACTORY MOTOR PARTS V010842	VEHICLE MAINT SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP070220	80.97	102-105393		00104911	07/01/2020
MW OH	FACTORY MOTOR PARTS V010842	BRAKE PAD	103658-6134 Vehicle Repair & Maintenance	AP070220	58.01	102-105961		00104911	07/01/2020
MW OH	FACTORY MOTOR PARTS V010842	BRAKE PAD	103658-6134 Vehicle Repair & Maintenance	AP070220	38.48	102-106031		00104911	07/01/2020
MW OH	FACTORY MOTOR PARTS V010842	RADIATOR CAP	103658-6134 Vehicle Repair & Maintenance	AP070220	18.53	102-106170		00104911	07/01/2020
MW OH	FACTORY MOTOR PARTS	OIL FILTERS	103658-6134	AP070220	26.13	102-106461		00104911	07/01/2020

**City of Placentia
Check Register
For 07/15/2020**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010842		Vehicle Repair & Maintenance						
MW OH	FACTORY MOTOR PARTS V010842	OIL FILTER	103658-6134 Vehicle Repair & Maintenance	AP070220	25.64	102-106517		00104911	07/01/2020
MW OH	FACTORY MOTOR PARTS V010842	VEHICLE MAINT SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP070220	37.08	102-106821		00104911	07/01/2020
MW OH	FACTORY MOTOR PARTS V010842	LUBE FILTER, MOTOR OIL	103658-6134 Vehicle Repair & Maintenance	AP070220	27.67	102-107141		00104911	07/01/2020
MW OH	FACTORY MOTOR PARTS V010842	CLAMP, MOTOR OIL	103658-6134 Vehicle Repair & Maintenance	AP070220	29.86	102-107240		00104911	07/01/2020
MW OH	FACTORY MOTOR PARTS V010842	CREDIT	103658-6134 Vehicle Repair & Maintenance	AP070220	-10.41	12-3504945		00104911	07/01/2020
MW OH	FACTORY MOTOR PARTS V010842	FILTERS	103658-6134 Vehicle Repair & Maintenance	AP070220	69.29	12-3513111		00104911	07/01/2020
MW OH	FACTORY MOTOR PARTS V010842	WIRE SET	103658-6134 Vehicle Repair & Maintenance	AP070220	30.06	12-3513574		00104911	07/01/2020
MW OH	FACTORY MOTOR PARTS V010842	STRUT MOUNT KIT	103658-6134 Vehicle Repair & Maintenance	AP070220	83.18	12-3517489		00104911	07/01/2020
MW OH	FACTORY MOTOR PARTS V010842	VEHICLE MAINT SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP070220	25.88	12-3517510		00104911	07/01/2020
MW OH	FACTORY MOTOR PARTS V010842	BRAKE PAD	103658-6134 Vehicle Repair & Maintenance	AP070220	58.01	12-3525352		00104911	07/01/2020
MW OH	FACTORY MOTOR PARTS V010842	SPARK PLUS, WIRE & CABLE	103658-6134 Vehicle Repair & Maintenance	AP070220	57.59	12-3526495		00104911	07/01/2020
MW OH	FACTORY MOTOR PARTS V010842	WIRE ASSEMBLY	103658-6134 Vehicle Repair & Maintenance	AP070220	22.37	12-3527662		00104911	07/01/2020
MW OH	FACTORY MOTOR PARTS V010842	LATEX GLOVES	103658-6134 Vehicle Repair & Maintenance	AP070220	73.23	12-3534768		00104911	07/01/2020
MW OH	FACTORY MOTOR PARTS V010842	STARTE MOTOR ASSEMBLY	103658-6134 Vehicle Repair & Maintenance	AP070220	306.75	12-3534789		00104911	07/01/2020
MW OH	FACTORY MOTOR PARTS	CREDIT	103658-6134	AP070220	-99.99	12-3535847		00104911	07/01/2020

City of Placentia
Check Register
For 07/15/2020

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010842		Vehicle Repair & Maintenance						
MW OH	FACTORY MOTOR PARTS V010842	SPARK PLUGS	103658-6134 Vehicle Repair & Maintenance	AP070220	25.32	12-3537281		00104911	07/01/2020
MW OH	FACTORY MOTOR PARTS V010842	SPARK PLUGS	103658-6134 Vehicle Repair & Maintenance	AP070220	25.32	12-3538309		00104911	07/01/2020
MW OH	FACTORY MOTOR PARTS V010842	LATEX GLOVES	103658-6134 Vehicle Repair & Maintenance	AP070220	101.10	12-3544375		00104911	07/01/2020
MW OH	FACTORY MOTOR PARTS V010842	FUEL FILTER	103658-6134 Vehicle Repair & Maintenance	AP070220	16.01	12-3544475		00104911	07/01/2020
MW OH	FACTORY MOTOR PARTS V010842	MIRROR	103658-6134 Vehicle Repair & Maintenance	AP070220	3.86	12-3546137		00104911	07/01/2020
Check Total:					1,165.58				
MW OH	FAIRWAY FORD V000376	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP070220	119.95	255443		00104912	07/01/2020
MW OH	FAIRWAY FORD V000376	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP070220	25.03	255576		00104912	07/01/2020
MW OH	FAIRWAY FORD V000376	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP070220	14.69	255690		00104912	07/01/2020
MW OH	FAIRWAY FORD V000376	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP070220	183.03	255786		00104912	07/01/2020
MW OH	FAIRWAY FORD V000376	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP070220	12.08	255787		00104912	07/01/2020
MW OH	FAIRWAY FORD V000376	MIRROR ASSEMBLY	103658-6134 Vehicle Repair & Maintenance	AP070220	120.58	256110		00104912	07/01/2020
MW OH	FAIRWAY FORD V000376	VEHICLE REPAIRS	103658-6134 Vehicle Repair & Maintenance	AP070220	1,071.91	RO17361		00104912	07/01/2020
Check Total:					1,547.27				
MW OH	FLEET SERVICES INC V000400	RELAY FREIGHTLINER	103658-6134 Vehicle Repair & Maintenance	AP070220	46.90	01P60949		00104913	07/01/2020

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				Check Total:	46.90				
MW OH	FUJITEC AMERICA INC V006496	ELEVATOR INSPECTION	103654-6290 Dept. Contract Services	AP070220	2,819.16	I100399701		00104914	07/01/2020
				Check Total:	2,819.16				
MW OH	GLASBY MAINT. SUPPLY COHANDSANITIZER V000445		103654-6301 / 50500-6301 Special Department Supplies	AP070220	171.83	307228A		00104915	07/01/2020
				Check Total:	171.83				
MW OH	GOLDEN STATE WATER V000928	APRIL-MAY WATER CHARGES	109595-6335 / 21010-6335 Water	AP070220	774.03	061720		00104916	07/01/2020
MW OH	GOLDEN STATE WATER V000928	APRIL-MAY WATER CHARGES	296561-6335 Water	AP070220	8,741.80	061720		00104916	07/01/2020
MW OH	GOLDEN STATE WATER V000928	APRIL-MAY WATER CHARGES	109595-6335 Water	AP070220	43,079.98	061720		00104916	07/01/2020
				Check Total:	52,595.81				
MW OH	GRAFIX SYSTEMS V011370	FIRE VEHICLE GRAPHICS	108008-6842 Vehicles	AP070220	623.40	28041		00104917	07/01/2020
MW OH	GRAFIX SYSTEMS V011370	FIRE VEHICLE GRAPHICS	108009-6842 Vehicles	AP070220	1,246.80	28041		00104917	07/01/2020
				Check Total:	1,870.20				
MW OH	HEALTHPOINTE MEDICAL V010713	PRE-EMPLOYMENT PHYSICALS	101512-6099 Professional Services	AP070220	1,022.00	30601-3254805		00104918	07/01/2020
				Check Total:	1,022.00				
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION CONTROLLER	103655-6130 Repair & Maint/Facilities	AP070220	198.18	4219931-00		00104919	07/01/2020
MW OH	IMPERIAL SPRINKLER V006506	BACKFLOW REPAIR KIT	103655-6130 Repair & Maint/Facilities	AP070220	207.54	4222593-00		00104919	07/01/2020
				Check Total:	405.72				
MW OH	KONECTA GPS V011534	GPS REPEATERS	103066-6301 Special Department Supplies	AP070220	2,528.00	3471		00104920	07/01/2020

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				Check Total:	2,528.00			
MW OH	LINCOLN PUBLIC SAFETY V011264	6/23 CONSULTANT SVS	103066-6001 Management Consulting Services	AP070220	375.00 019	P11556	00104921	07/01/2020
				Check Total:	375.00			
MW OH	MARTINEZ, JOHN V010060	PD TRAINING MEALS, MILEAGE	213041-6250 Staff Training	AP070220	286.10 JM6151920MM		00104922	07/01/2020
				Check Total:	286.10			
MW OH	MC FADDEN-DALE V000635	6 WAY PLUG WITH COIL	103658-6301 Special Department Supplies	AP070220	61.20 410925/5		00104923	07/01/2020
				Check Total:	61.20			
MW OH	MCPEEKS CDJR OF ANAHEIMVISOR V011285		103658-6134 Vehicle Repair & Maintenance	AP070220	7.36 5098923		00104924	07/01/2020
				Check Total:	7.36			
MW OH	MERCURY INSURANCE V011532	LIABILITY CLAIM PMT	404582-6210 Liability Claims	AP070220	6,382.63 2008737		00104925	07/01/2020
MW OH	MERCURY INSURANCE V011532	CLAIM APPRAISAL SVS	404582-6210 Liability Claims	AP070220	155.00 7901364		00104925	07/01/2020
				Check Total:	6,537.63			
MW OH	MINUTEMAN V007449	PRINTING SERVICES	109595-6999 Other Expenditure	AP070220	135.94 36231		00104926	07/01/2020
				Check Total:	135.94			
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	102531-6315 Office Supplies	AP070220	80.39 65504		00104927	07/01/2020
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	102531-6315 Office Supplies	AP070220	8.80 B65504-1		00104927	07/01/2020
				Check Total:	89.19			
MW OH	PACIFIC EMBROIDERY V008348	CS STAFF UNIFORMS	104071-6360 Uniforms	AP070220	3,939.34 76537		00104928	07/01/2020
				Check Total:	3,939.34			

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MW OH	PARKHOUSE TIRE INC V004472	TIRES	103658-6134 Vehicle Repair & Maintenance	AP070220	503.72	1020226931		00104929	07/01/2020
MW OH	PARKHOUSE TIRE INC V004472	TIRES	103658-6134 Vehicle Repair & Maintenance	AP070220	163.47	1020227262		00104929	07/01/2020
MW OH	PARKHOUSE TIRE INC V004472	TIRES	103658-6134 Vehicle Repair & Maintenance	AP070220	263.10	1020227793		00104929	07/01/2020
MW OH	PARKHOUSE TIRE INC V004472	TIRES	103658-6134 Vehicle Repair & Maintenance	AP070220	821.56	1020227929		00104929	07/01/2020
Check Total:					1,751.85				
MW OH	PETE'S ROAD SERVICE INC V000767	TIRE ALIGNMENT	103658-6134 Vehicle Repair & Maintenance	AP070220	79.00	420453-00		00104930	07/01/2020
Check Total:					79.00				
MW OH	PLACENTIA-YORBA LINDA V007408	FACILITY RENTAL	103066-6250 Staff Training	AP070220	2,309.00	4067		00104931	07/01/2020
MW OH	PLACENTIA-YORBA LINDA V007408	FACILITY RENTAL	103066-6250 Staff Training	AP070220	1,235.00	4068		00104931	07/01/2020
Check Total:					3,544.00				
MW OH	POWERSTRIDE BATTERY COBATTERY V000785		103658-6134 Vehicle Repair & Maintenance	AP070220	104.86	C 67077		00104932	07/01/2020
MW OH	POWERSTRIDE BATTERY COBATTERY V000785		103658-6134 Vehicle Repair & Maintenance	AP070220	104.86	C 67086		00104932	07/01/2020
MW OH	POWERSTRIDE BATTERY COBATTERY V000785		103658-6134 Vehicle Repair & Maintenance	AP070220	104.86	C 67100		00104932	07/01/2020
MW OH	POWERSTRIDE BATTERY COBATTERY V000785		103658-6134 Vehicle Repair & Maintenance	AP070220	104.86	C 67112		00104932	07/01/2020
Check Total:					419.44				
MW OH	PRINCIPAL LIFE V008141	MAY DENTAL ADMIN SVS	395000-4720 ISF Dental Ins Reimbursement	AP070220	1,188.00	MAY 2020		00104933	07/01/2020
MW OH	PRINCIPAL LIFE	MAY DENTAL ADMIN SVS	395083-5162	AP070220	821.70	MAY 2020		00104933	07/01/2020

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	V008141		Dental Insurance Premiums						
				Check Total:	2,009.70				
MW OH	SECOND HARVEST FOOD V005571	FEB SR CTR FOOD DELIVERY	104071-6301 Special Department Supplies	AP070220	30.00	640282		00104934	07/01/2020
MW OH	SECOND HARVEST FOOD V005571	MARCH SR CTR FOOD DELIVERY	104071-6301 Special Department Supplies	AP070220	30.00	644328		00104934	07/01/2020
MW OH	SECOND HARVEST FOOD V005571	APRIL SR CTR FOOD DELIVERY	104071-6301 Special Department Supplies	AP070220	30.00	651577		00104934	07/01/2020
				Check Total:	90.00				
MW OH	SELMAN CHEVROLET V009997	VEHICLE REPAIRS	103658-6134 Vehicle Repair & Maintenance	AP070220	136.50	CTCS836821		00104935	07/01/2020
				Check Total:	136.50				
MW OH	SO CAL GAS V000909	5/15-6/16 GAS CHARGES	109595-6340 Natural Gas	AP070220	385.42	061820		00104936	07/01/2020
				Check Total:	385.42				
MW OH	STARLITE RECLAMATION INC V008845	USED OIL PICK-UP	103658-6285 Hazardous Materials Disposal	AP070220	414.20	117846		00104937	07/01/2020
				Check Total:	414.20				
MW OH	THE SAUCE CREATIVE V007476	MOVE PLACENTIA DESIGN SVS	104071-6301 Special Department Supplies	AP070220	375.00	4299		00104938	07/01/2020
MW OH	THE SAUCE CREATIVE V007476	MOVE PLACENTIA T-SHIRTS	104071-6301 Special Department Supplies	AP070220	221.60	4318		00104938	07/01/2020
				Check Total:	596.60				
MW OH	TIME WARNER CABLE V004450	JUNE PD INTERNET FIBER FEES	109595-6215 Telephone	AP070220	619.00	0528002061420		00104939	07/01/2020
				Check Total:	619.00				
MW OH	TRANSTECH ENGINEERS INC V011220	PLC CROWTHER TOD REVIEW SVS	0044-2040 / 45087-2040 Special Deposits	AP070220	1,470.00	20202318		00104940	07/01/2020
				Check Total:	1,470.00				

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MW OH	WEX BANK V007269	MAY PD FUEL CHARGES	103658-6345 Gasoline & Diesel Fuel	AP070220	285.31	65552776		00104941	07/01/2020
Check Total:					285.31				
MW OH	CALPERS V011426	JUNE FIRE UAL PMT	105525-6906 CalPERS-Fire Term. Principal	AP070720	28,724.73	JUNE 20		00104958	07/07/2020
MW OH	CALPERS V011426	JUNE FIRE UAL PMT	105525-6916 CalPERS-Fire Term Interest	AP070720	2,939.24	JUNE 20		00104958	07/07/2020
Check Total:					31,663.97				
MW OH	911 VEHICLE V007709	FIRE APPARATUS PARTS	108009-6842 Vehicles	AP070920	23,645.77	11014	P11568	00104965	07/09/2020
MW OH	911 VEHICLE V007709	KNOX BOX FOR PUMPER	108009-6842 Vehicles	AP070920	3,395.00	11018	P11568	00104965	07/09/2020
MW OH	911 VEHICLE V007709	KNOX BOX INSTALLATION	796017-6840 Machinery & Equipment	AP070920	610.00	11018	P11568	00104965	07/09/2020
MW OH	911 VEHICLE V007709	COMMAND VEHICLE MATERIALS	108005-6842 Vehicles	AP070920	87.58	11019	P11568	00104965	07/09/2020
MW OH	911 VEHICLE V007709	FIRE APPARATUS MATERIALS	108008-6842 Vehicles	AP070920	1,130.00	11019	P11568	00104965	07/09/2020
MW OH	911 VEHICLE V007709	FIRE APPARATUS GRAPHICS	108009-6842 Vehicles	AP070920	1,100.00	11020	P11568	00104965	07/09/2020
MW OH	911 VEHICLE V007709	NX-5700BK VHF 136-174 MHz	103066-6301 Special Department Supplies	AP070920	3,608.50	11012	P11716	00104965	07/09/2020
MW OH	911 VEHICLE V007709	5AFFM SINGLE DECK DUEL HEAD	103066-6301 Special Department Supplies	AP070920	2,506.70	11012	P11716	00104965	07/09/2020
MW OH	911 VEHICLE V007709	TAX	103066-6301 Special Department Supplies	AP070920	781.64	11012	P11716	00104965	07/09/2020
MW OH	911 VEHICLE V007709	5AFM SINGLE DECK SINGLE HEAD	103066-6301 Special Department Supplies	AP070920	3,443.40	11012	P11716	00104965	07/09/2020
MW OH	911 VEHICLE V007709	L5029 LABOR CODE TO PACKAGE	103066-6301 Special Department Supplies	AP070920	262.50	11012	P11716	00104965	07/09/2020

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MW OH	911 VEHICLE V007709	L-5030 LABOR CODE TO PACKAGE	103066-6301 Special Department Supplies	AP070920	196.00	11012	P11716	00104965	07/09/2020
MW OH	911 VEHICLE V007709	KCT-46 IGNITION SENSE CABLE	103066-6301 Special Department Supplies	AP070920	68.60	11012	P11716	00104965	07/09/2020
Check Total:					40,835.69				
MW OH	BORGELT, STEPHANIE V011535	BUSINESS LICENSE REFUND	0044-2032 SB 1186 BL State Fee	AP070920	4.00	062220		00104966	07/09/2020
MW OH	BORGELT, STEPHANIE V011535	BLDG PERMIT REFUND	100000-4305 Planning Division Fees	AP070920	30.00	062220		00104966	07/09/2020
MW OH	BORGELT, STEPHANIE V011535	BUSINESS LICENSE REFUND	100000-4101 Gross Receipts	AP070920	62.00	062220		00104966	07/09/2020
MW OH	BORGELT, STEPHANIE V011535	BLDG PERMIT REFUND	740000-4302 General Plan Update Fee	AP070920	2.85	062220		00104966	07/09/2020
Check Total:					98.85				
MW OH	CALIFORNIA BUILDING V010984	APR-JUN BLDG STANDARD ADMIN	0044-2036 CBSC State Fee	AP070920	228.00	07162020		00104967	07/09/2020
MW OH	CALIFORNIA BUILDING V010984	APR-JUN BLDG STANDARD ADMIN	100000-4160 Building Permits	AP070920	-22.80	07162020		00104967	07/09/2020
Check Total:					205.20				
MW OH	CALIFORNIA REPIPE V011539	BLDG PERMIT REFUND	100000-4162 Plumbing Permits	AP070920	202.00	B20-1530		00104968	07/09/2020
MW OH	CALIFORNIA REPIPE V011539	BLDG PERMIT REFUND	0044-2049 Health & Safety Collection	AP070920	5.00	B20-1530		00104968	07/09/2020
MW OH	CALIFORNIA REPIPE V011539	BLDG PERMIT REFUND	750000-4303 Technology Fee	AP070920	21.00	B20-1530		00104968	07/09/2020
MW OH	CALIFORNIA REPIPE V011539	BLDG PERMIT REFUND	740000-4302 General Plan Update Fee	AP070920	36.00	B20-1530		00104968	07/09/2020
Check Total:					264.00				
MW OH	CANNON CONSTRUCTORS	NAVIGATION CENTER CONST	784070-6899	AP070920	64,485.45	04	P11633	00104969	07/09/2020

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	V011365		Other Capital Outlay					
MW OH	CANNON CONSTRUCTORS V011365	NAVIGATION CENTER CONST	784070-6899 Other Capital Outlay	AP070920	231,817.90 04	P11633	00104969	07/09/2020
					Check Total:	296,303.35		
MW OH	CITY OF ORANGE V011379	3/28-4/24 SB743 STUDY COSTS	102531-6099 Professional Services	AP070920	279.62 0120351	P11632	00104970	07/09/2020
MW OH	CITY OF ORANGE V011379	3/28-4/24 SB743 STUDY COSTS	103590-6099 Professional Services	AP070920	279.62 0120351	P11632	00104970	07/09/2020
MW OH	CITY OF ORANGE V011379	4/25-5/29 SB743 STUDY COSTS	102531-6099 Professional Services	AP070920	385.50 0120357	P11632	00104970	07/09/2020
MW OH	CITY OF ORANGE V011379	4/25-5/29 SB743 STUDY COSTS	103590-6099 Professional Services	AP070920	385.49 0120357	P11632	00104970	07/09/2020
					Check Total:	1,330.23		
MW OH	COUNTY OF ORANGE V007152	INSTALL DISPATCH EQUIPMENT	103066-6940 Payments to Other Agencies	AP070920	6,045.08 SC12229	P11718	00104971	07/09/2020
					Check Total:	6,045.08		
MW OH	DE ASSIS, CYNTHIA V011537	REFUND BALANCE ON ACCOUNT	100000-4340 Recreation Programs	AP070920	107.00 2002806.002		00104972	07/09/2020
					Check Total:	107.00		
MW OH	EMPIRE MEDIA V010651	APRIL MEDIA PRODUCTION SVS	581573-6099 Professional Services	AP070920	4,837.50 0134	P11548	00104973	07/09/2020
					Check Total:	4,837.50		
MW OH	FIREFIGHTERS SAFETY V011346	FIRE DEPT UNIFORMS	103066-6360 Uniforms	AP070920	11,651.40 27997	P11639	00104974	07/09/2020
MW OH	FIREFIGHTERS SAFETY V011346	FIRE DEPT UNIFORMS	103066-6360 Uniforms	AP070920	3,158.64 27997	P11639	00104974	07/09/2020
MW OH	FIREFIGHTERS SAFETY V011346	FIRE DEPT UNIFORMS	103066-6360 Uniforms	AP070920	32.33 27998	P11639	00104974	07/09/2020
					Check Total:	14,842.37		

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MW OH	GST V009410	JUNE IT SERVICE & MAINT	101523-6290 Dept. Contract Services	AP070920	19,500.00	INV51418	P11618	00104975	07/09/2020
					Check Total:	19,500.00			
MW OH	HOYT ROOFS INC V003476	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP070920	100.00	30-20-268		00104976	07/09/2020
MW OH	HOYT ROOFS INC V003476	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP070920	100.00	30-20-269		00104976	07/09/2020
					Check Total:	200.00			
MW OH	JOBS AVAILABLE V000534	EMPLOYMENT ADVERTISING	101512-6225 Advertising/Promotional	AP070920	351.00	2014007		00104977	07/09/2020
					Check Total:	351.00			
MW OH	JONES & MAYER V009822	MAY LEGAL SERVICES	0044-2042 / 45077-2042 Construction Deposits	AP070920	726.19	97872		00104978	07/09/2020
MW OH	JONES & MAYER V009822	MAY LEGAL SERVICES	101005-6005 Legal Services	AP070920	82.99	97874		00104978	07/09/2020
MW OH	JONES & MAYER V009822	MAY LEGAL SERVICES	102531-6099 / 45057-6099 Professional Services	AP070920	491.57	97875		00104978	07/09/2020
MW OH	JONES & MAYER V009822	MAY LITIGATION SERVICES	101005-6006 Litigation	AP070920	335.15	97879		00104978	07/09/2020
MW OH	JONES & MAYER V009822	MAY LEGAL SERVICES	101005-6005 Legal Services	AP070920	2,815.33	97880		00104978	07/09/2020
MW OH	JONES & MAYER V009822	MAY LEGAL SERVICES	101005-6005 / 50500-6005 Legal Services	AP070920	7,593.78	97882		00104978	07/09/2020
MW OH	JONES & MAYER V009822	MAY LEGAL SERVICES	784070-6005 Legal Services	AP070920	290.47	97886		00104978	07/09/2020
MW OH	JONES & MAYER V009822	MAY LITIGATION SERVICES	101005-6006 Litigation	AP070920	178.75	97887		00104978	07/09/2020
MW OH	JONES & MAYER V009822	MAY LITIGATION SERVICES	101005-6006 Litigation	AP070920	804.39	97888		00104978	07/09/2020
MW OH	JONES & MAYER	MAY LITIGATION SERVICES	101005-6006	AP070920	357.47	97889		00104978	07/09/2020

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	V009822		Litigation						
MW OH	JONES & MAYER V009822	MAY LITIGATION SERVICES	101005-6006 Litigation	AP070920	402.19	97890		00104978	07/09/2020
MW OH	JONES & MAYER V009822	MAY LEGAL SERVICES	101005-6005 Legal Services	AP070920	12,988.33	97893		00104978	07/09/2020
MW OH	JONES & MAYER V009822	MAY LEGAL SERVICES	101005-6005 Legal Services	AP070920	10,416.50	97894		00104978	07/09/2020
MW OH	JONES & MAYER V009822	MAY LEGAL SERVICES	101005-6005 Legal Services	AP070920	829.92	97897		00104978	07/09/2020
MW OH	JONES & MAYER V009822	MAY LEGAL SERVICES	101005-6005 Legal Services	AP070920	23,169.66	98019		00104978	07/09/2020
Check Total:					61,482.69				
MW OH	KING ROOFING V011536	50% BLDG PERMIT REFUND	100000-4160 Building Permits	AP070920	394.00	B20-1250		00104979	07/09/2020
MW OH	KING ROOFING V011536	50% BLDG PERMIT REFUND	100000-4160 Building Permits	AP070920	314.50	B20-1251		00104979	07/09/2020
MW OH	KING ROOFING V011536	50% BLDG PERMIT REFUND	100000-4160 Building Permits	AP070920	314.50	B20-1253		00104979	07/09/2020
Check Total:					1,023.00				
MW OH	KOA HILLS CONSULTING LLC V011519	JUNE PAYROLL CONSULTING SVS	102020-6099 Professional Services	AP070920	1,110.00	7071	P11713	00104980	07/09/2020
Check Total:					1,110.00				
MW OH	LN CURTIS & SONS V011267	FIREFIGHTER WILDLAND GEAR	793066-6301 Special Department Supplies	AP070920	12,029.60	INV395973	P11709	00104981	07/09/2020
MW OH	LN CURTIS & SONS V011267	FIREFIGHTER WILDLAND GEAR	103066-6360 Uniforms	AP070920	801.74	INV395973	P11709	00104981	07/09/2020
MW OH	LN CURTIS & SONS V011267	FIREFIGHTER WILDLAND GEAR	793066-6301 Special Department Supplies	AP070920	1,268.77	INV396631	P11709	00104981	07/09/2020
MW OH	LN CURTIS & SONS	FIREFIGHTER GEAR/EQUIPMENT	103066-6301	AP070920	324.08	PINV567005	P11709	00104981	07/09/2020

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	V011267		Special Department Supplies						
MW OH	LN CURTIS & SONS V011267	FIREFIGHTER WILDLAND GEAR	103066-6360 Uniforms	AP070920	147.66	PINV567005	P11709	00104981	07/09/2020
MW OH	LN CURTIS & SONS V011267	FIREFIGHTER GEAR/EQUIPMENT	103066-6301 Special Department Supplies	AP070920	20,918.87	PINV567009	P11709	00104981	07/09/2020
MW OH	LN CURTIS & SONS V011267	FIREFIGHTER GEAR/EQUIPMENT	103066-6301 Special Department Supplies	AP070920	9,404.36	PINV567105	P11709	00104981	07/09/2020
Check Total:					44,895.08				
MW OH	M JACK BROOKS JD V010723	JUNE HR CONSULTING SVS	103065-6290 Dept. Contract Services	AP070920	1,360.00	172019 PHR	P11601	00104982	07/09/2020
MW OH	M JACK BROOKS JD V010723	MAY CONSULTING SERVICES	102020-6099 Professional Services	AP070920	1,343.75	02 PFIN	P11695	00104982	07/09/2020
MW OH	M JACK BROOKS JD V010723	MAY CONSULTING SERVICES	102020-6099 Professional Services	AP070920	15,718.75	02 PFIN	P11695	00104982	07/09/2020
MW OH	M JACK BROOKS JD V010723	JUNE CONSULTING SERVICES	102020-6099 Professional Services	AP070920	11,043.75	03 PFIN	P11695	00104982	07/09/2020
Check Total:					29,466.25				
MW OH	MINUTEMAN V007449	PRINTING SERVICES	109595-6999 Other Expenditure	AP070920	282.76	36242		00104983	07/09/2020
Check Total:					282.76				
MW OH	NV5 INC V011256	MAY ENGINEERING DESIGN SVS	181001-6185 Construction Services	AP070920	5,473.01	167624	P11595	00104984	07/09/2020
MW OH	NV5 INC V011256	ARTERIAL ROADWAY DESIGN SVS	791002-6185 Construction Services	AP070920	11,418.99	167624	P11595	00104984	07/09/2020
Check Total:					16,892.00				
MW OH	OFFICE INDUSTRIES V007477	BUSINESS LICENSE STICKERS	102020-6315 Office Supplies	AP070920	769.72	65356		00104985	07/09/2020
MW OH	OFFICE INDUSTRIES V007477	BATTERIES	102531-6315 Office Supplies	AP070920	30.34	65691		00104985	07/09/2020

City of Placentia
Check Register
For 07/15/2020

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	800.06				
MW OH	PRIMECO V011541	BLDG PERMIT REFUND	0044-2030 Strong Motion Fees/Res.	AP070920	0.50	B20-1564		00104986	07/09/2020
MW OH	PRIMECO V011541	BLDG PERMIT REFUND	0044-2049 Health & Safety Collection	AP070920	5.00	B20-1564		00104986	07/09/2020
MW OH	PRIMECO V011541	BLDG PERMIT REFUND	100000-4160 Building Permits	AP070920	134.50	B20-1564		00104986	07/09/2020
MW OH	PRIMECO V011541	BLDG PERMIT REFUND	740000-4302 General Plan Update Fee	AP070920	6.00	B20-1564		00104986	07/09/2020
MW OH	PRIMECO V011541	BLDG PERMIT REFUND	750000-4302 General Plan Update Fee	AP070920	3.50	B20-1564		00104986	07/09/2020
MW OH	PRIMECO V011541	BLDG PERMIT REFUND	0044-2036 CBSC State Fee	AP070920	1.00	B20-1564		00104986	07/09/2020
MW OH	PRIMECO V011541	BLDG PERMIT REFUND	750000-4302 General Plan Update Fee	AP070920	3.50	B20-1571		00104986	07/09/2020
MW OH	PRIMECO V011541	BLDG PERMIT REFUND	740000-4302 General Plan Update Fee	AP070920	6.00	B20-1571		00104986	07/09/2020
MW OH	PRIMECO V011541	BLDG PERMIT REFUND	0044-2049 Health & Safety Collection	AP070920	5.00	B20-1571		00104986	07/09/2020
MW OH	PRIMECO V011541	BLDG PERMIT REFUND	0044-2030 Strong Motion Fees/Res.	AP070920	0.50	B20-1571		00104986	07/09/2020
MW OH	PRIMECO V011541	BLDG PERMIT REFUND	100000-4160 Building Permits	AP070920	134.50	B20-1571		00104986	07/09/2020
MW OH	PRIMECO V011541	BLDG PERMIT REFUND	0044-2036 CBSC State Fee	AP070920	1.00	B20-1571		00104986	07/09/2020
MW OH	PRIMECO V011541	BLDG PERMIT REFUND	750000-4303 Technology Fee	AP070920	3.50	B20-1574		00104986	07/09/2020
MW OH	PRIMECO V011541	BLDG PERMIT REFUND	0044-2030 Strong Motion Fees/Res.	AP070920	0.50	B20-1574		00104986	07/09/2020
MW OH	PRIMECO	BLDG PERMIT REFUND	0044-2049	AP070920	5.00	B20-1574		00104986	07/09/2020

**City of Placentia
Check Register
For 07/15/2020**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V011541		Health & Safety Collection						
MW OH	PRIMECO V011541	BLDG PERMIT REFUND	740000-4302 General Plan Update Fee	AP070920	6.00	B20-1574		00104986	07/09/2020
MW OH	PRIMECO V011541	BLDG PERMIT REFUND	100000-4160 Building Permits	AP070920	134.50	B20-1574		00104986	07/09/2020
MW OH	PRIMECO V011541	BLDG PERMIT REFUND	0044-2036 CBSC State Fee	AP070920	1.00	B20-1574		00104986	07/09/2020
Check Total:					451.50				
MW OH	SOUTHERN CALIFORNIA V000910	APR-JUN ELECTRICITY CHARGES	109595-6330 / 21011-6330 Electricity	AP070920	112.57	063020		00104987	07/09/2020
MW OH	SOUTHERN CALIFORNIA V000910	APR-JUN ELECTRICITY CHARGES	296561-6330 Electricity	AP070920	624.59	063020		00104987	07/09/2020
MW OH	SOUTHERN CALIFORNIA V000910	APR-JUN ELECTRICITY CHARGES	109595-6330 / 21010-6330 Electricity	AP070920	153.66	063020		00104987	07/09/2020
MW OH	SOUTHERN CALIFORNIA V000910	APR-JUN ELECTRICITY CHARGES	109595-6330 Electricity	AP070920	11,603.50	063020		00104987	07/09/2020
MW OH	SOUTHERN CALIFORNIA V000910	APR-JUN ELECTRICITY CHARGES	109595-6330 / 21009-6330 Electricity	AP070920	34.08	063020		00104987	07/09/2020
Check Total:					12,528.40				
MW OH	STATE CONTROLLER V009724	18/19 FTB OFFSET CHARGES	102020-6296 Admin Service Fee	AP070920	26.02	FTB-00002072		00104988	07/09/2020
Check Total:					26.02				
MW OH	TOM BYER ROOFING V011540	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP070920	100.00	30-20-282		00104989	07/09/2020
Check Total:					100.00				
MW OH	TURNOUT MAINTENANCE V011543	TURNOUT MODIFICATIONS	103066-6301 Special Department Supplies	AP070920	8,646.93	22718	P11726	00104990	07/09/2020
Check Total:					8,646.93				
MW OH	VERIZON WIRELESS	JUNE PD WIRELESS CHARGES	109595-6215	AP070920	1,850.32	9857058395		00104991	07/09/2020

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Check Register
For 07/15/2020**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V008735		Telephone						
MW OH	VERIZON WIRELESS V008735	JUNE CA IPAD CHARGES	109595-6215 Telephone	AP070920	38.01	9857058396		00104991	07/09/2020
MW OH	VERIZON WIRELESS V008735	JUNE STAFF IPAD CHARGES	109595-6215 Telephone	AP070920	483.24	9857058397		00104991	07/09/2020
MW OH	VERIZON WIRELESS V008735	JUNE COUNCIL IPAD CHARGES	109595-6215 Telephone	AP070920	220.95	9857058398		00104991	07/09/2020
					Check Total:	2,592.52			
MW OH	WAXIE SANITARY SUPPLY V001132	ANITBACTERIAL GLOVES	103654-6301 / 50500-6301 Special Department Supplies	AP070920	369.92	79258486		00104992	07/09/2020
					Check Total:	369.92			
MW OH	PHENIX TECHNOLOGY INC V011444	FIREFIGHTER HELMETS	793066-6301 Special Department Supplies	AP071120	5,428.46	20606	P11693	00104993	07/10/2020
MW OH	PHENIX TECHNOLOGY INC V011444	TAX	793066-6301 Special Department Supplies	AP071120	474.99	20606	P11693	00104993	07/10/2020
MW OH	PHENIX TECHNOLOGY INC V011444	TAX	793066-6301 Special Department Supplies	AP071120	413.04	20803	P11693	00104993	07/10/2020
MW OH	PHENIX TECHNOLOGY INC V011444	FIREFIGHTER HELMETS	793066-6301 Special Department Supplies	AP071120	4,720.40	20803	P11693	00104993	07/10/2020
					Check Total:	11,036.89			
					Type Total:	730,310.96			
					Check Total:	730,310.96			

City of Placentia
Electronic Disbursement Register

For 07/21/2020

FY19/20

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
					Grand Total:	49,396.01			

EDR Totals by ID

AP	0.00
EP	49,396.01
IP	0.00
OP	0.00

Fund Name	<u>EDR Totals by Fund</u>
101-General Fund (0010)	18,857.43
275-Sewer Maintenance (0048)	125.00
280-Misc Grants Fund (0050)	1,061.49
605-Risk Management (0040)	29,352.09

Void Total: 0.00
EDR Total: 49,396.01

Electronic Disbursement Sub Totals: 49,396.01

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 07/15/2020

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Ref #	Ref Date
EP	BANK OF AMERICA V008741	COUNCIL SUPPLIES	101001-6245 Meetings & Conferences	ACH062320	111.00 MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	COUNCIL SUPPLIES	101001-6245 Meetings & Conferences	ACH062320	10.32 MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	COUNCIL SUPPLIES	101001-6245 Meetings & Conferences	ACH062320	68.39 MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	COUNCIL SUPPLIES	101001-6301 Special Department Supplies	ACH062320	54.00 MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	MAY OC REG DIGITAL SUBSCRIP	101001-6320 Books & Periodicals	ACH062320	14.95 MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	CREDIT ICSC HOTEL - ARRULA	101511-6245 Meetings & Conferences	ACH062320	-135.24 MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	WORKING LUNCH MEALS	101511-6245 Meetings & Conferences	ACH062320	10.10 MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	WORKING LUNCH MEALS	101511-6245 Meetings & Conferences	ACH062320	16.19 MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	WORKING LUNCH MEALS	101511-6245 Meetings & Conferences	ACH062320	45.88 MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	LUNCH BUSINESS MTG MEALS	101511-6245 Meetings & Conferences	ACH062320	64.73 MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	WORKING LUNCH MEALS	101511-6245 Meetings & Conferences	ACH062320	10.22 MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	LUNCH BUSINESS MTG MEALS	101511-6245 Meetings & Conferences	ACH062320	45.48 MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	CCMF MEMBERSHIP - ARRULA	101511-6255 Dues & Memberships	ACH062320	400.00 MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	ICMA MEMBERSHIP - ARRULA	101511-6255 Dues & Memberships	ACH062320	1,400.00 MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	101511-6315 Office Supplies	ACH062320	21.94 MAY 20		00013394	06/23/2020

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Electronic Disbursement Register
For 07/15/2020

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	BANK OF AMERICA V008741	EE TRAINING	101512-6250 Staff Training	ACH062320	250.00	MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	STAFF TRAINING	101512-6250 Staff Training	ACH062320	100.00	MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	JOB ADVERTISEMENT	101512-6255 Dues & Memberships	ACH062320	371.90	MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	DEPT HEAD MTG MEALS	101512-6301 Special Department Supplies	ACH062320	114.82	MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	INTERVIEW PANEL MEALS	101512-6301 Special Department Supplies	ACH062320	24.97	MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	101512-6315 Office Supplies	ACH062320	14.01	MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	ZOOM MEETING SVS	101523-6136 / 50500-6136 Software Maintenance	ACH062320	44.97	MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	COMPUTER MONITOR	101523-6301 Special Department Supplies	ACH062320	222.49	MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	MONITOR STAND	101523-6301 Special Department Supplies	ACH062320	43.45	MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	COMPUTER MONITOR	101523-6301 Special Department Supplies	ACH062320	222.49	MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	CREDIT - IPAD CASE	101523-6301 Special Department Supplies	ACH062320	-252.79	MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	IPAD CASE	101523-6301 Special Department Supplies	ACH062320	379.54	MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	MAY ZOOM SERVICES	101523-6301 Special Department Supplies	ACH062320	14.99	MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	IPAD CASE & PRIVACY SCREEN	101523-6301 Special Department Supplies	ACH062320	278.35	MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	MONITOR STAND & CABLES	101523-6301 Special Department Supplies	ACH062320	54.31	MAY 20		00013394	06/23/2020

City of Placentia
Electronic Disbursement Register
For 07/15/2020

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	BANK OF AMERICA V008741	DISPATCH HEADSETS	101523-6301 Special Department Supplies	ACH062320	1,195.71	MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	COMPUTER CABLES	101523-6301 Special Department Supplies	ACH062320	29.34	MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	IPAD CASE	101523-6301 Special Department Supplies	ACH062320	282.73	MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	IPAD SUPPLIES	101523-6301 Special Department Supplies	ACH062320	141.07	MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	CREDIT - IPAD CASE	101523-6301 Special Department Supplies	ACH062320	-108.47	MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	IPAD CASE	101523-6301 Special Department Supplies	ACH062320	141.36	MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	LAPTOPS	101523-6840 Machinery & Equipment	ACH062320	2,196.71	MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	MAY CONF CALL SVS	101523-6999 / 50500-6999 Other Expenditure	ACH062320	179.94	MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	TABS FOR 20/21 BUDGET	102020-6315 Office Supplies	ACH062320	149.55	MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	APA MEMBERSHIP - LAMBERT	102531-6245 Meetings & Conferences	ACH062320	595.00	MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	SHIPPING CHARGES	102531-6325 Postage	ACH062320	12.75	MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	CODE ENFORCEMENT CAMERA	102533-6301 Special Department Supplies	ACH062320	271.86	MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	CAMERA EQUIPMENT	102533-6301 Special Department Supplies	ACH062320	49.99	MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	IAPE MEMBERSHIP - KENNICUTT	103040-6255 Dues & Memberships	ACH062320	50.00	MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	JAIL BACK-UP BATTERY	103041-6301 Special Department Supplies	ACH062320	64.64	MAY 20		00013394	06/23/2020

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Electronic Disbursement Register
For 07/15/2020

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	BANK OF AMERICA V008741	MAY PD MAPPING SOFTWARE	103042-6290 Dept. Contract Services	ACH062320	15.00	MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	REPLENISH GLOVES, LABELS	103043-6301 Special Department Supplies	ACH062320	834.07	MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	REPLENISH BATTERIES	103043-6301 Special Department Supplies	ACH062320	171.99	MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	CLOROX WIPES	103043-6301 / 50500-6301 Special Department Supplies	ACH062320	64.54	MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	103065-6315 Office Supplies	ACH062320	130.06	MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	103065-6315 Office Supplies	ACH062320	19.60	MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	103065-6315 Office Supplies	ACH062320	13.80	MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	CREDIT - OFFICE SUPPLIES	103065-6315 Office Supplies	ACH062320	-13.80	MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	WATER	103066-6301 Special Department Supplies	ACH062320	15.16	MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	WATER	103066-6301 Special Department Supplies	ACH062320	53.34	MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	COUNCIL SUPPLIES	101001-6245 Meetings & Conferences	ACH062320	142.33	MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	EXTENSION CABLES	103066-6301 Special Department Supplies	ACH062320	60.80	MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	WHITTEN, CTLC SUPPLIES	504077-6301 Special Department Supplies	ACH062320	33.68	MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	WOOD FOR FIRE ACADEMY	103066-6301 Special Department Supplies	ACH062320	1,124.05	MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	FIRE ACADEMY SUPPLIES	103066-6301 Special Department Supplies	ACH062320	124.95	MAY 20		00013394	06/23/2020

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Electronic Disbursement Register
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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Ref #	Ref Date
EP	BANK OF AMERICA V008741	FIRE ACADEMY SUPPLIES	103066-6301 Special Department Supplies	ACH062320	200.86 MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	CREDIT	103066-6301 Special Department Supplies	ACH062320	-8.59 MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	FIRE ACADEMY SUPPLIES	103066-6301 Special Department Supplies	ACH062320	20.39 MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	FIRE ACADEMY SUPPLIES	103066-6301 Special Department Supplies	ACH062320	79.61 MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	CREDIT	103066-6301 Special Department Supplies	ACH062320	-71.02 MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	FIRE ACADEMY SUPPLIES	103066-6301 Special Department Supplies	ACH062320	952.81 MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	DESK MOUNT	103066-6301 Special Department Supplies	ACH062320	43.45 MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	KEYBOARD, WRIST MOUSE	103066-6301 Special Department Supplies	ACH062320	69.56 MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	CREDIT	103066-6301 Special Department Supplies	ACH062320	-17.23 MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	FD SHIFT CALENDARS	103066-6301 Special Department Supplies	ACH062320	231.77 MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	CHIEF PONO CAR RENTAL	103652-6099 Professional Services	ACH062320	1,395.98 MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	FLAGS	103652-6301 Special Department Supplies	ACH062320	207.97 MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	STREET SIGN POLE DRILL	103652-6310 Street Signs	ACH062320	267.19 MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	PLEXIGLASS BRACKETS	103654-6137 / 50500-6137 Repair Maint/Equipment	ACH062320	81.30 MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	PLEXIGLASS BRACES	103654-6137 / 50500-6137 Repair Maint/Equipment	ACH062320	42.88 MAY 20		00013394	06/23/2020

City of Placentia
Electronic Disbursement Register
For 07/15/2020

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Ref #	Ref Date
EP	BANK OF AMERICA V008741	PLEXIGLASS SCREEN SUPPLIES	103654-6137 / 50500-6137 Repair Maint/Equipment	ACH062320	77.81 MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	CREDIT	103654-6137 / 50500-6137 Repair Maint/Equipment	ACH062320	-45.64 MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	JANITORIAL SUPPLIES	103654-6301 Special Department Supplies	ACH062320	74.41 MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	JANITORIAL SUPPLIES	103654-6301 Special Department Supplies	ACH062320	11.18 MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	CITY SEAL DECALS FOR PD	103658-6301 Special Department Supplies	ACH062320	60.00 MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	CHIEF PONO RENTAL CAR	103658-6301 Special Department Supplies	ACH062320	1,360.66 MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	CHIEF PONO RENTAL CAR	103658-6301 Special Department Supplies	ACH062320	5.99 MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	MAY SPOTIFY SERVICES	104071-6299 Other Purchased Services	ACH062320	14.99 MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	MAY REC SCHEDULING SVS	104071-6299 Other Purchased Services	ACH062320	104.00 MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	MAY HULU STREAMING SVS	104071-6299 Other Purchased Services	ACH062320	54.99 MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	SCREEN PROTECTOR	104071-6301 Special Department Supplies	ACH062320	16.30 MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	BUCKETS FOR CLENAING WIPES	104071-6301 Special Department Supplies	ACH062320	58.62 MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	LAMINATING POUCHES	104071-6301 Special Department Supplies	ACH062320	84.68 MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	BUCKETS FOR CLEANING WIPES	104071-6301 Special Department Supplies	ACH062320	117.24 MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	HOME ACTIVITY SUPPLIES	104071-6301 / 50500-6301 Special Department Supplies	ACH062320	193.81 MAY 20		00013394	06/23/2020

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For 07/15/2020

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	BANK OF AMERICA V008741	HOME ACTIVITY SUPPLIES	104071-6301 / 50500-6301 Special Department Supplies	ACH062320	28.26	MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	HOME ACTIVITY SUPPLIES	104071-6301 / 50500-6301 Special Department Supplies	ACH062320	128.97	MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	FLOOR DECALS	104071-6301 / 50500-6301 Special Department Supplies	ACH062320	179.85	MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	HOME ACTIVITY SUPPLIES	104071-6301 / 50500-6301 Special Department Supplies	ACH062320	266.89	MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	MEETING SUPPLIES	109595-6301 Special Department Supplies	ACH062320	21.96	MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	MEETING SUPPLIES	109595-6301 Special Department Supplies	ACH062320	21.96	MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	PD WEEK STAFF MEALS	109595-6301 Special Department Supplies	ACH062320	125.00	MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	MEETING SUPPLIES	109595-6301 Special Department Supplies	ACH062320	31.20	MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	MEETING SUPPLIES	109595-6301 Special Department Supplies	ACH062320	36.29	MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	DISPATCH TRAINING MEALS	109595-6999 Other Expenditure	ACH062320	83.94	MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	DISPATCH TRAINING MEALS	109595-6999 Other Expenditure	ACH062320	59.62	MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	DISPATCH TRAINING MEALS	109595-6999 Other Expenditure	ACH062320	73.22	MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	DISPATCH TRAINING MEALS	109595-6999 Other Expenditure	ACH062320	41.87	MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	DISPATCH TRAINING MEALS	109595-6999 Other Expenditure	ACH062320	42.90	MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	ERGONOMIC CHAIR	404580-6301 Special Department Supplies	ACH062320	286.02	MAY 20		00013394	06/23/2020

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Electronic Disbursement Register
For 07/15/2020

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	BANK OF AMERICA V008741	SEWER MAINT SEMINAR REG	484356-6301 Special Department Supplies	ACH062320	125.00	MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	WHITTEN, CTLC SUPPLIES	504077-6301 Special Department Supplies	ACH062320	323.35	MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	WHITTEN, CTLC SUPPLIES	504077-6301 Special Department Supplies	ACH062320	136.00	MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	WHITTEN, CTLC SUPPLIES	504077-6301 Special Department Supplies	ACH062320	173.11	MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	WHITTEN, CTLC SUPPLIES	504077-6301 Special Department Supplies	ACH062320	42.40	MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	NS CLIENT SUPPLIES	504077-6301 Special Department Supplies	ACH062320	320.35	MAY 20		00013394	06/23/2020
EP	BANK OF AMERICA V008741	WHITTEN, CTLC SUPPLIES	504077-6301 Special Department Supplies	ACH062320	32.60	MAY 20		00013394	06/23/2020
					Check Total:	20,329.94			
EP	ADMINSURE V011303	MAY WORKERS COMP CLAIMS	404580-5165 Workers' Compensation Claims	ACH070920	29,066.07	MAY 20		00013400	06/28/2020
					Check Total:	29,066.07			
					Type Total:	49,396.01			
					Check Total:	49,396.01			

City of Placentia
Check Register
For 07/21/2020
FY20/21

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
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Grand Total: 694,247.12

Check Totals by ID

AP	694,247.12
EP	0.00
IP	0.00
OP	0.00

Void Total: 0.00
Check Total: 694,247.12

Fund Name	<u>Check Totals by Fund</u>
101-General Fund (0010)	86,192.46
208-Sccssr Agency Ret Oblg (0054)	208,774.93
211-PEG Fund (0058)	366.00
229-Comm Trans Hous Grant (0062)	763.85
231-Placentia Reg Nav Cent(0078)	151.96
265-Landscape Maintenance (0029)	407.90
275-Sewer Maintenance (0048)	419.23
280-Misc Grants Fund (0050)	240.79
501-Refuse Administration (0037)	323.57
601-Employee Health & Wlfre (0039)	1,494.43
605-Risk Management (0040)	395,112.00

Check Total: 694,247.12

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

City of Placentia
Check Register
For 07/16/2020

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	ALLIANT INSURANCE V007375	EVENT LIABILITY INSURANCE	404582-6201 Liability Insurance Premiums	AP070320	4,657.00	1389875		00104942	07/01/2020
					Check Total:	4,657.00			
MW OH	APWA MEMBERSHIP V011538	APWA MEMBERSHIP - ESTEVEZ	103550-6255 Dues & Memberships	AP070320	260.00	656265		00104943	07/01/2020
					Check Total:	260.00			
MW OH	ASCAP V004439	2021 MUSIC LICENSE FEE	581573-6290 Dept. Contract Services	AP070320	366.00	100005529419		00104944	07/01/2020
					Check Total:	366.00			
MW OH	CALIFORNIA DENTAL V008102	JULY DENTAL INSURANCE PMT	395000-4720 ISF Dental Ins Reimbursement	AP070320	1,052.84	06082020		00104945	07/01/2020
MW OH	CALIFORNIA DENTAL V008102	JULY DENTAL INSURANCE PMT	395083-5162 Dental Insurance Premiums	AP070320	122.64	06082020		00104945	07/01/2020
					Check Total:	1,175.48			
MW OH	MANAGED HEALTH V008122	JULY EAP PROGRAM SVS	395083-5161 Health Insurance Premiums	AP070320	313.95	PRM-053421		00104946	07/01/2020
					Check Total:	313.95			
MW OH	SOUTHERN CALIFORNIA V000941	FY 20/21 DUES ASSESSMENT	101001-6255 Dues & Memberships	AP070320	4,496.00	061720		00104947	07/01/2020
					Check Total:	4,496.00			
MW OH	THE SAUCE CREATIVE V007476	HERITAGE BROCHURE	104078-6230 Printing & Binding	AP070320	283.13	4846		00104948	07/01/2020
					Check Total:	283.13			
MW OH	US BANK ST PAUL V010025	S.A. DEBT SERVICES PMT	0054-1150 Cash w/Fiscal Agent	AP070320	208,494.12	1608698		00104949	07/01/2020
					Check Total:	208,494.12			
MW OH	CALIFORNIA STATE V004813	PE 06/27/20 PD 07/02/20	0010-2196 Garnishments W/H	PY20014	1,337.57	2700/2001014		00104950	07/02/2020
MW OH	CALIFORNIA STATE	PE 06/27/20 PD 07/02/20	0029-2196	PY20014	92.30	2700/2001014		00104950	07/02/2020

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Check Register
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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V004813		Garnishments W/H						
MW OH	CALIFORNIA STATE V004813	PE 06/27/20 PD 07/02/20	0037-2196 Garnishments W/H	PY20014	46.15	2700/2001014		00104950	07/02/2020
MW OH	CALIFORNIA STATE V004813	PE 06/27/20 PD 07/02/20	0062-2196 Garnishments W/H	PY20014	680.76	2700/2001014		00104950	07/02/2020
MW OH	CALIFORNIA STATE V004813	PE 06/27/20 PD 07/02/20	0048-2196 Garnishments W/H	PY20014	30.77	2700/2001014		00104950	07/02/2020
Check Total:					2,187.55				
MW OH	ORANGE COUNTY V000699	PE 06/27/20 PD 07/02/20	0029-2176 PCEA/OCEA Assoc Dues	PY20014	5.84	2610/2001014		00104951	07/02/2020
MW OH	ORANGE COUNTY V000699	PE 06/27/20 PD 07/02/20	0062-2176 PCEA/OCEA Assoc Dues	PY20014	9.62	2610/2001014		00104951	07/02/2020
MW OH	ORANGE COUNTY V000699	PE 06/27/20 PD 07/02/20	0010-2176 PCEA/OCEA Assoc Dues	PY20014	345.44	2610/2001014		00104951	07/02/2020
MW OH	ORANGE COUNTY V000699	PE 06/27/20 PD 07/02/20	0048-2176 PCEA/OCEA Assoc Dues	PY20014	22.78	2610/2001014		00104951	07/02/2020
MW OH	ORANGE COUNTY V000699	PE 06/27/20 PD 07/02/20	0037-2176 PCEA/OCEA Assoc Dues	PY20014	1.12	2610/2001014		00104951	07/02/2020
Check Total:					384.80				
MW OH	ORANGE COUNTY SHERIFFS V005007	PE 06/27/20 PD 07/02/20	0010-2196 Garnishments W/H	PY20014	462.24	2714/2001014		00104952	07/02/2020
MW OH	ORANGE COUNTY SHERIFFS V005007	PE 06/27/20 PD 07/02/20	0048-2196 Garnishments W/H	PY20014	51.36	2714/2001014		00104952	07/02/2020
Check Total:					513.60				
MW OH	PCEA C/O NORTH ORANGE V000679	PE 06/27/20 PD 07/02/20	0010-2176 PCEA/OCEA Assoc Dues	PY20014	35.91	2615/2001014		00104953	07/02/2020
MW OH	PCEA C/O NORTH ORANGE V000679	PE 06/27/20 PD 07/02/20	0029-2176 PCEA/OCEA Assoc Dues	PY20014	0.61	2615/2001014		00104953	07/02/2020
MW OH	PCEA C/O NORTH ORANGE V000679	PE 06/27/20 PD 07/02/20	0037-2176	PY20014	0.12	2615/2001014		00104953	07/02/2020

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000679		PCEA/OCEA Assoc Dues						
MW OH	PCEA C/O NORTH ORANGE V000679	CRE 06/27/20 PD 07/02/20	0062-2176 PCEA/OCEA Assoc Dues	PY20014	1.00	2615/2001014		00104953	07/02/2020
MW OH	PCEA C/O NORTH ORANGE V000679	CRE 06/27/20 PD 07/02/20	0048-2176 PCEA/OCEA Assoc Dues	PY20014	2.36	2615/2001014		00104953	07/02/2020
Check Total:					40.00				
MW OH	VANTAGEPOINT TRANSFER V007191	PE 06/27/20 PD 07/02/20	0010-2170 Deferred Comp Payable - ICMA	PY20014	2,554.67	2606/2001014		00104954	07/02/2020
MW OH	VANTAGEPOINT TRANSFER V007191	PE 06/27/20 PD 07/02/20	0048-2170 Deferred Comp Payable - ICMA	PY20014	108.24	2606/2001014		00104954	07/02/2020
MW OH	VANTAGEPOINT TRANSFER V007191	PE 06/27/20 PD 07/02/20	0029-2170 Deferred Comp Payable - ICMA	PY20014	90.65	2606/2001014		00104954	07/02/2020
MW OH	VANTAGEPOINT TRANSFER V007191	PE 06/27/20 PD 07/02/20	0062-2170 Deferred Comp Payable - ICMA	PY20014	31.75	2606/2001014		00104954	07/02/2020
MW OH	VANTAGEPOINT TRANSFER V007191	PE 06/27/20 PD 07/02/20	0037-2170 Deferred Comp Payable - ICMA	PY20014	20.83	2606/2001014		00104954	07/02/2020
MW OH	VANTAGEPOINT TRANSFER V007191	PE 06/27/20 PD 07/02/20	0054-2170 Deferred Comp Payable - ICMA	PY20014	7.11	2606/2001014		00104954	07/02/2020
MW OH	VANTAGEPOINT TRANSFER V007191	PE 06/27/20 PD 07/02/20	0048-2170 Deferred Comp Payable - ICMA	PY20014	8.21	2608/2001014		00104954	07/02/2020
MW OH	VANTAGEPOINT TRANSFER V007191	PE 06/27/20 PD 07/02/20	0037-2170 Deferred Comp Payable - ICMA	PY20014	11.50	2608/2001014		00104954	07/02/2020
MW OH	VANTAGEPOINT TRANSFER V007191	PE 06/27/20 PD 07/02/20	0010-2170 Deferred Comp Payable - ICMA	PY20014	842.93	2608/2001014		00104954	07/02/2020
MW OH	VANTAGEPOINT TRANSFER V007191	PE 06/27/20 PD 07/02/20	0054-2170 Deferred Comp Payable - ICMA	PY20014	24.63	2608/2001014		00104954	07/02/2020
MW OH	VANTAGEPOINT TRANSFER V007191	PE 06/27/20 PD 07/02/20	0010-2170 Deferred Comp Payable - ICMA	PY20014	111.29	2609/2001014		00104954	07/02/2020
MW OH	VANTAGEPOINT TRANSFER V007191	PE 06/27/20 PD 07/02/20	0048-2170 Deferred Comp Payable - ICMA	PY20014	5.78	2609/2001014		00104954	07/02/2020

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	VANTAGEPOINT TRANSFER PE V007191	06/27/20 PD 07/02/20	0054-2170 Deferred Comp Payable - ICMA	PY20014	17.33	2609/2001014		00104954	07/02/2020
MW OH	VANTAGEPOINT TRANSFER PE V007191	06/27/20 PD 07/02/20	0037-2170 Deferred Comp Payable - ICMA	PY20014	8.09	2609/2001014		00104954	07/02/2020
Check Total:					3,843.01				
MW OH	ICMA RETIREMENT TRUST V010029	ICMA P/E 6/27 PD 7/2	0010-2170 Deferred Comp Payable - ICMA	AP070420	2,285.60	PR 2001014		00104955	07/02/2020
MW OH	ICMA RETIREMENT TRUST V010029	ICMA P/E 6/27 PD 7/2	0029-2170 Deferred Comp Payable - ICMA	AP070420	48.19	PR 2001014		00104955	07/02/2020
MW OH	ICMA RETIREMENT TRUST V010029	ICMA P/E 6/27 PD 7/2	0054-2170 Deferred Comp Payable - ICMA	AP070420	34.79	PR 2001014		00104955	07/02/2020
Check Total:					2,368.58				
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 6/27 PD 7/2	0029-2131 Employer PARS/ARS Payable	AP070420	170.31	PR 2001014		00104956	07/02/2020
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 6/27 PD 7/2	0054-2131 Employer PARS/ARS Payable	AP070420	196.95	PR 2001014		00104956	07/02/2020
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 6/27 PD 7/2	0010-2131 Employer PARS/ARS Payable	AP070420	1,768.85	PR 2001014		00104956	07/02/2020
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 6/27 PD 7/2	0048-2131 Employer PARS/ARS Payable	AP070420	189.73	PR 2001014		00104956	07/02/2020
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 6/27 PD 7/2	0037-2131 Employer PARS/ARS Payable	AP070420	235.76	PR 2001014		00104956	07/02/2020
Check Total:					2,561.60				
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 6/27 PD 7/2	0010-2131 Employer PARS/ARS Payable	AP070420	1,252.26	PR 2001014		00104957	07/02/2020
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 6/27 PD 7/2	0010-2126 Employee PARS/ARS W/H	AP070420	1,252.26	PR 2001014		00104957	07/02/2020
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 6/27 PD 7/2	0062-2131 Employer PARS/ARS Payable	AP070420	20.36	PR 2001014		00104957	07/02/2020
MW OH	US BANK PARS #6746022400	PARS P/E 6/27 PD 7/2	0050-2126	AP070420	60.40	PR 2001014		00104957	07/02/2020

**City of Placentia
Check Register
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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V008781		Employee PARS/ARS W/H						
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 6/27 PD 7/2	0062-2126 Employee PARS/ARS W/H	AP070420	20.36	PR 2001014		00104957	07/02/2020
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 6/27 PD 7/2	0050-2131 Employer PARS/ARS Payable	AP070420	60.40	PR 2001014		00104957	07/02/2020
Check Total:					2,666.04				
MW OH	CALPERS V011426	AUG FIRE UAL PMT	105525-6916 CalPERS-Fire Term Interest	AP070820	2,845.80	AUGUST 20		00104959	07/08/2020
MW OH	CALPERS V011426	AUG FIRE UAL PMT	105525-6906 CalPERS-Fire Term. Principal	AP070820	28,818.16	AUGUST 20		00104959	07/08/2020
MW OH	CALPERS V011426	JULY FIRE UAL PMT	105525-6906 CalPERS-Fire Term. Principal	AP070820	28,771.41	JULY 20		00104959	07/08/2020
MW OH	CALPERS V011426	JULY FIRE UAL PMT	105525-6916 CalPERS-Fire Term Interest	AP070820	2,892.56	JULY 20		00104959	07/08/2020
Check Total:					63,327.93				
MW OH	ANTHEM LIFE INSURANCE V000046	JULY LIFE INSURANCE PMT	395083-5163 Life Insurance Premiums	AP071020	5.00	JULY 2020		00104960	07/09/2020
Check Total:					5.00				
MW OH	DIAMOND ENVIRONMENTAIRESTROOM RENTAL V004152		103066-6301 Special Department Supplies	AP071020	141.27	0002675440		00104961	07/09/2020
MW OH	DIAMOND ENVIRONMENTAIRESTROOM RENTAL V004152		103066-6301 Special Department Supplies	AP071020	142.13	0002675444		00104961	07/09/2020
MW OH	DIAMOND ENVIRONMENTAIRESTROOM RENTAL V004152		103066-6301 Special Department Supplies	AP071020	132.94	0002675676		00104961	07/09/2020
Check Total:					416.34				
MW OH	OFFICE INDUSTRIES V007477	PAPER	109595-6315 Office Supplies	AP071020	123.94	65746		00104962	07/09/2020
Check Total:					123.94				
MW OH	PUBLIC AGENCY RISK	20/21 CRIME BOND PMT	404582-6201	AP071020	5,803.00	21-110		00104963	07/09/2020

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Check Register
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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
	V000241		Liability Insurance Premiums					
MW OH	PUBLIC AGENCY RISK V000241	20/21 POLLUTION COVERAGE	404582-6201 Liability Insurance Premiums	AP071020	595.00 21-144		00104963	07/09/2020
MW OH	PUBLIC AGENCY RISK V000241	20/21 LIABILITY COVERAGE	404582-6201 Liability Insurance Premiums	AP071020	384,057.00 21-70		00104963	07/09/2020
Check Total:					390,455.00			
MW OH	TIME WARNER CABLE V004450	JULY CITY HALL 10MB FIBER	109595-6215 Telephone	AP071020	1,221.39 0347700062520		00104964	07/09/2020
MW OH	TIME WARNER CABLE V004450	JULY WHITTEN INTERNET	109595-6215 Telephone	AP071020	632.91 0347726062520		00104964	07/09/2020
MW OH	TIME WARNER CABLE V004450	JULY FRIENDLY CTR INTERNET	504077-6215 Telephone	AP071020	119.99 0431975062120		00104964	07/09/2020
MW OH	TIME WARNER CABLE V004450	JULY NAV CTR INTERNET	784070-6215 Telephone	AP071020	151.96 0570178062320		00104964	07/09/2020
MW OH	TIME WARNER CABLE V004450	JULY FIRE STATION INTERNET	109595-6215 Telephone	AP071020	116.97 0605727062420		00104964	07/09/2020
Check Total:					2,243.22			
MW OH	JART DIRECT MAIL V011399	RESIDENT MAILER POSTAGE	101001-6001 Management Consulting Services	AP071220	3,064.83 035048		00104994	07/10/2020
Check Total:					3,064.83			
Type Total:					694,247.12			
Check Total:					694,247.12			

City of Placentia
Electronic Disbursement Register
For 07/21/2020
FY20/21

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
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Grand Total: 345,969.23

EDR Totals by ID

AP	0.00
EP	345,969.23
IP	0.00
OP	0.00

Fund Name	<u>EDR Totals by Fund</u>
101-General Fund (0010)	130,513.12
208-Sccssr Agncy Ret Oblg (0054)	933.98
227-Explorer Grant NOC (0076)	47.50
228-NOC-Public Safety Grant(0061)	1,117.25
229-Comm Trans Hous Grant (0062)	4,357.28
265-Landscape Maintenance (0029)	1,361.54
275-Sewer Maintenance (0048)	3,857.75
280-Misc Grants Fund (0050)	162.21
501-Refuse Administration (0037)	1,137.78
601-Employee Health & Wlfre (0039)	202,480.82

Void Total: 0.00
EDR Total: 345,969.23

Electronic Disbursement Sub Totals: 345,969.23

ACH Payroll Direct Deposit for 7/17/2020: 480,782.31

Electronic Disbursement Total: 826,751.54

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

User: Teri Knutson

Report: AP1400E <3.01>: AP: Warrant List - Electronic

07/16/2020 :Date

07:39:03 :Time

City of Placentia
Electronic Disbursement Register
For 07/16/2020

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	ICMA RETIREMENT TRUST V000496	PE 06/27/20 PD 07/02/20	0029-2170 Deferred Comp Payable - ICMA	PY20014	121.53	2995/2001014		00013395	07/02/2020
EP	ICMA RETIREMENT TRUST V000496	PE 06/27/20 PD 07/02/20	0037-2170 Deferred Comp Payable - ICMA	PY20014	78.08	2995/2001014		00013395	07/02/2020
EP	ICMA RETIREMENT TRUST V000496	PE 06/27/20 PD 07/02/20	0048-2170 Deferred Comp Payable - ICMA	PY20014	610.53	2995/2001014		00013395	07/02/2020
EP	ICMA RETIREMENT TRUST V000496	PE 06/27/20 PD 07/02/20	0010-2170 Deferred Comp Payable - ICMA	PY20014	18,105.66	2995/2001014		00013395	07/02/2020
EP	ICMA RETIREMENT TRUST V000496	PE 06/27/20 PD 07/02/20	0054-2170 Deferred Comp Payable - ICMA	PY20014	68.25	2995/2001014		00013395	07/02/2020
EP	ICMA RETIREMENT TRUST V000496	PE 06/27/20 PD 07/02/20	0076-2170 Deferred Comp Payable - ICMA	PY20014	2.53	2995/2001014		00013395	07/02/2020
EP	ICMA RETIREMENT TRUST V000496	PE 06/27/20 PD 07/02/20	0061-2170 Deferred Comp Payable - ICMA	PY20014	500.00	2995/2001014		00013395	07/02/2020
EP	ICMA RETIREMENT TRUST V000496	PE 06/27/20 PD 07/02/20	0062-2170 Deferred Comp Payable - ICMA	PY20014	130.00	2995/2001014		00013395	07/02/2020
Check Total:					19,616.58				
EP	PLACENTIA POLICE V000839	PE 06/27/20 PD 07/02/20	0010-2180 Police Mgmt Assn Dues	PY20014	804.14	2625/2001014		00013396	07/02/2020
Check Total:					804.14				
EP	PLACENTIA POLICE V003519	PE 06/27/20 PD 07/02/20	0010-2178 Placentia Police Assoc Dues	PY20014	2,310.08	2620/2001014		00013397	07/02/2020
EP	PLACENTIA POLICE V003519	PE 06/27/20 PD 07/02/20	0061-2178 Placentia Police Assoc Dues	PY20014	71.50	2620/2001014		00013397	07/02/2020
EP	PLACENTIA POLICE V003519	PE 06/27/20 PD 07/02/20	0076-2178 Placentia Police Assoc Dues	PY20014	3.00	2620/2001014		00013397	07/02/2020
EP	PLACENTIA POLICE V003519	PE 06/27/20 PD 07/02/20	0062-2178 Placentia Police Assoc Dues	PY20014	320.49	2620/2001014		00013397	07/02/2020
Check Total:					2,705.07				
EP	EMPLOYMENT	STATE TAX P/E 6/27 PD 7/2	0029-2135	ACH070220	288.55	PR 2001014		00013398	07/02/2020

City of Placentia
Electronic Disbursement Register
For 07/16/2020

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V010052		Calif Income Tax W/H						
EP	EMPLOYMENT V010052	STATE TAX P/E 6/27 PD 7/2	0037-2135 Calif Income Tax W/H	ACH070220	255.66	PR 2001014		00013398	07/02/2020
EP	EMPLOYMENT V010052	STATE TAX P/E 6/27 PD 7/2	0048-2135 Calif Income Tax W/H	ACH070220	764.20	PR 2001014		00013398	07/02/2020
EP	EMPLOYMENT V010052	STATE TAX P/E 6/27 PD 7/2	0010-2135 Calif Income Tax W/H	ACH070220	24,406.80	PR 2001014		00013398	07/02/2020
EP	EMPLOYMENT V010052	STATE TAX P/E 6/27 PD 7/2	0050-2135 Calif Income Tax W/H	ACH070220	8.19	PR 2001014		00013398	07/02/2020
EP	EMPLOYMENT V010052	STATE TAX P/E 6/27 PD 7/2	0076-2135 Calif Income Tax W/H	ACH070220	10.88	PR 2001014		00013398	07/02/2020
EP	EMPLOYMENT V010052	STATE TAX P/E 6/27 PD 7/2	0054-2135 Calif Income Tax W/H	ACH070220	209.18	PR 2001014		00013398	07/02/2020
EP	EMPLOYMENT V010052	STATE TAX P/E 6/27 PD 7/2	0061-2135 Calif Income Tax W/H	ACH070220	123.98	PR 2001014		00013398	07/02/2020
EP	EMPLOYMENT V010052	STATE TAX P/E 6/27 PD 7/2	0062-2135 Calif Income Tax W/H	ACH070220	908.74	PR 2001014		00013398	07/02/2020
				Check Total:	26,976.18				
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/27 PD 7/2	0010-2115 Employee Medicare W/H	ACH070220	8,665.84	PR 2001014		00013399	07/02/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/27 PD 7/2	0010-2120 Employer Medicare Payable	ACH070220	8,665.84	PR 2001014		00013399	07/02/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/27 PD 7/2	0010-2125 Employee Social Sec W/H	ACH070220	69.58	PR 2001014		00013399	07/02/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/27 PD 7/2	0010-2110 Federal Income Tax W/H	ACH070220	67,415.60	PR 2001014		00013399	07/02/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/27 PD 7/2	0010-2130 Employer Soc Sec Payable	ACH070220	69.58	PR 2001014		00013399	07/02/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/27 PD 7/2	0076-2120 Employer Medicare Payable	ACH070220	2.87	PR 2001014		00013399	07/02/2020

City of Placentia
Electronic Disbursement Register
For 07/16/2020

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/27 PD 7/2	0029-2110 Federal Income Tax W/H	ACH070220	788.24	PR 2001014		00013399	07/02/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/27 PD 7/2	0029-2115 Employee Medicare W/H	ACH070220	81.61	PR 2001014		00013399	07/02/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/27 PD 7/2	0029-2120 Employer Medicare Payable	ACH070220	81.61	PR 2001014		00013399	07/02/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/27 PD 7/2	0037-2110 Federal Income Tax W/H	ACH070220	660.94	PR 2001014		00013399	07/02/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/27 PD 7/2	0037-2115 Employee Medicare W/H	ACH070220	71.55	PR 2001014		00013399	07/02/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/27 PD 7/2	0037-2120 Employer Medicare Payable	ACH070220	71.55	PR 2001014		00013399	07/02/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/27 PD 7/2	0048-2110 Federal Income Tax W/H	ACH070220	1,971.60	PR 2001014		00013399	07/02/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/27 PD 7/2	0048-2115 Employee Medicare W/H	ACH070220	255.71	PR 2001014		00013399	07/02/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/27 PD 7/2	0048-2120 Employer Medicare Payable	ACH070220	255.71	PR 2001014		00013399	07/02/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/27 PD 7/2	0050-2110 Federal Income Tax W/H	ACH070220	107.32	PR 2001014		00013399	07/02/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/27 PD 7/2	0050-2115 Employee Medicare W/H	ACH070220	23.35	PR 2001014		00013399	07/02/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/27 PD 7/2	0050-2120 Employer Medicare Payable	ACH070220	23.35	PR 2001014		00013399	07/02/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/27 PD 7/2	0054-2110 Federal Income Tax W/H	ACH070220	547.33	PR 2001014		00013399	07/02/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/27 PD 7/2	0054-2115 Employee Medicare W/H	ACH070220	54.61	PR 2001014		00013399	07/02/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/27 PD 7/2	0054-2120 Employer Medicare Payable	ACH070220	54.61	PR 2001014		00013399	07/02/2020

City of Placentia
Electronic Disbursement Register
For 07/16/2020

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/27 PD 7/2	0061-2110 Federal Income Tax W/H	ACH070220	295.45	PR 2001014		00013399	07/02/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/27 PD 7/2	0061-2115 Employee Medicare W/H	ACH070220	63.16	PR 2001014		00013399	07/02/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/27 PD 7/2	0061-2120 Employer Medicare Payable	ACH070220	63.16	PR 2001014		00013399	07/02/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/27 PD 7/2	0062-2110 Federal Income Tax W/H	ACH070220	2,433.27	PR 2001014		00013399	07/02/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/27 PD 7/2	0062-2115 Employee Medicare W/H	ACH070220	282.39	PR 2001014		00013399	07/02/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/27 PD 7/2	0062-2120 Employer Medicare Payable	ACH070220	282.39	PR 2001014		00013399	07/02/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/27 PD 7/2	0076-2110 Federal Income Tax W/H	ACH070220	25.35	PR 2001014		00013399	07/02/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/27 PD 7/2	0076-2115 Employee Medicare W/H	ACH070220	2.87	PR 2001014		00013399	07/02/2020
Check Total:					93,386.44				
EP	CALIFORNIA PUBLIC V006234	JULY MEDICAL INSURANCE PMT	395000-4715 ISF Health Ins Reimbursement	ACH071020	159,479.25	10000001607701		00013401	07/09/2020
EP	CALIFORNIA PUBLIC V006234	JULY MEDICAL INSURANCE PMT	395083-5161 Health Insurance Premiums	ACH071020	14,977.91	10000001607701		00013401	07/09/2020
EP	CALIFORNIA PUBLIC V006234	JULY FIRE MEDICAL INSURANCE	395000-4715 ISF Health Ins Reimbursement	ACH071020	28,023.66	10000001607701		00013401	07/09/2020
Check Total:					202,480.82				
Type Total:					345,969.23				
Check Total:					345,969.23				



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: ACTING DEPUTY CITY ADMINISTRATOR

DATE: JULY 21, 2020

SUBJECT: **ACCEPTANCE OF CONSTRUCTION WORK AND NOTICE OF COMPLETION FOR CONSTRUCTION OF CERTAIN TENANT IMPROVEMENTS FOR THE PLACENTIA NAVIGATION CENTER**

FISCAL
IMPACT: EXPENSE: \$2,967,122 CONSTRUCTION COST
BUDGET: \$3,568,000 PLACENTIA REG. NAV. CENTER FUND 2019-20
(784070-6899)

SUMMARY:

The North Orange County Service Planning Area ("North SPA") received Homeless Emergency Aid Program (HEAP) funding to open homeless Navigation Centers within the cities of Placentia and Buena Park. On December 3, 2019, the City Council awarded a construction contract to Cannon Constructors South, Inc. ("Cannon") to construct the tenant improvements for this Center. The Placentia Navigation Center ("Center") began receiving its first clients on April 1, 2020. One contract change order in the amount of \$380,174, or 14.65% over the original construction contract amount was issued. The Project has been completed to the satisfaction of the City. This action concludes the portion of the Project with Cannon and authorizes filing a Notice of Completion with the Orange County Clerk-Recorder's Office in the amount of \$2,967,122.

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Accept the work performed by Cannon Constructors South, Inc. for construction of the tenant improvements for the Placentia Navigation Center for a grand total amount of \$2,967,122; and
2. Authorize the City Administrator to approve contract Change Order #1 in the amount of \$380,174; 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.d.
July 21, 2020

DISCUSSION:

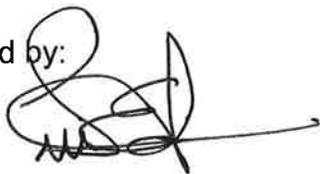
The North SPA received HEAP funding to open homeless Navigation Centers within the cities of Placentia and Buena Park. The North SPA Homeless Collaborative is comprised of the cities of Brea, Buena Park, Cypress, Fullerton, La Habra, La Palma, Los Alamitos, Orange, Placentia, Villa Park, Stanton, and Yorba Linda. The Center is located at 731. S. Melrose Street and is one of two (2) new facilities proposed to serve the North SPA Homeless Collaborative. The proposed Center, along with the other North SPA navigation center in Buena Park, addresses a comprehensive regional solution in North Orange County to provide supportive services to individuals experiencing homelessness. The 100 beds at the Placentia Center are designated for North SPA Homeless Collaborative cities only.

The scope of the project entailed the complete renovation of an existing industrial/commercial building into a livable, semi-residential use. The improvements included the construction of new restroom facilities and showers, kitchen, office space for the Center operator as well as conference room and private office consultation space, along with extensive HVAC and lighting improvements and dormitories to accommodate 100 residents. One contract change order in the amount of \$380,174 was issued for additional items added to or changed on the project and unforeseen conditions. The change order is presented to the City Council for its consideration as it exceeds the City Administrator's 10% administrative approval limit. There is an additional punch list of items of work not included in the original construction contract Staff will be pursuing with separate contractors in accordance with the City's purchasing and contract guidelines. This work entails painting the exterior of the building, construction of an exterior trash enclosure, architectural wall treatments and other minor improvements identified throughout the property. Funding for this additional work is available from the participating North SPA cities.

FISCAL IMPACT:

The fiscal impact associated with the approval of this item is \$380,174 for the contract change order with Cannon for a final construction cost of \$2,967,122. The total construction budget for the Project is \$3,568,000. Therefore, sufficient budget appropriation is available in the FY 2019-20 amended budget.

Prepared by:



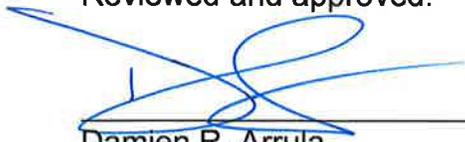
Luis Estevez
Acting Deputy City Administrator

Reviewed and approved:



Jessica Brown
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Contract Change Order #1 - Cannon Constructors South, Inc.
2. Notice of Completion - Cannon Constructors South, Inc.

Contract Change Order No.1

Placentia Navigation Center Project - Build Out

City of Placentia

Cannon Constructors South, Inc.

JN: 2019-20

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 as listed in Exhibit A and the detailed PCO #1-45 attachments.
- 2 This Change Order came about from:
 - a) Due to existing field conditions, operator requests/needs and changes needed after plan check.
- 3 Action to be taken:
 - a) The Contractor was directed to perform the additional work items accordingly.
- 4 Compensation

a) Adjustment of Line Items exceeding 25%	\$ -
b) Extra work	\$ 398,699.00
d) Credits	\$ (18,525.00)
Total	\$ 380,174.00
- 5 Contract Time Extension
 - a) 0 Working Days

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

CHANGE TO CONTRACT COST:

CHANGE TO CONTRACT TIME:

Contract Amount:		\$2,586,948.00
Previous CCOs:	\$	-
Adjustment of Line Items Exceeding 25%	\$	-
Total Extra Work	\$	380,174.00
Total Field Adjustments	\$	-
Total Credits	\$	-
Changes in Line Items:	\$	380,174.00
Current Contract price:	\$	2,967,122.00

0 Working Days

Prepared by:

Pat Lappin, Senior Construction Manager, Totum Consulting

Recommended:

Project Manager, City of Placentia

Recommended:

Luis Estevez, P.E., Director of Public Works/ City Engineer, City of Placentia

Approved by:

Damien Arnula, City Manager, City of Placentia

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 shown above

Accepted:

Dan Brogan, Sr. Project Manager, Cannon Constructors South, Inc.

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.

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

City Council Approval:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Free Recording Per Government Code Section 27383 & 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

N/A

6. A work of improvement on the property hereinafter described was completed on July 21, 2020. The work done was:

Construction of Tenant Improvements for the Placentia Navigation Center. The project renovated an existing industrial commercial building into a 100-bed homeless shelter.

The name of the contractor, if any, for such work of improvement was Cannon Constructors South, Inc.

7. 17000 Ventura Boulevard #301, Encino, CA 91316

12/3/19

(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: Construction of Tenant Improvements for the Placentia Navigation Center.

9. The street address of said property is "none"

(If no street address has been officially assigned, insert "none".)

CITY OF PLACENTIA

Dated: July 21, 2020

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 July 21, 2020, at Placentia, California.

(Date of Signature)

(City where signed)

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



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: ACTING DEPUTY CITY ADMINISTRATOR

DATE: JULY 21, 2020

SUBJECT: **PURCHASE OF FUEL MANAGEMENT SYSTEM SOFTWARE**

FISCAL

IMPACT: EXPENSE: \$ 29,728.79 SOFTWARE PURCHASE AND INSTALLATION
BUDGETED: \$ 35,000.00 FY 2020-21 CIP BUDGET
(796114-6185) - MEASURE U FUNDS

SUMMARY:

The City's current version of its fuel management system software (known as Fuel View) used by the Public Works Department ("Department") has reached its useful life span and is no longer supported by the vendor, E.J. Ward, Inc. (EJ Ward). The City has been utilizing this system for over 15 years to manage the City's fuel station at the Corporate Yard ("Yard"). The current system is not web-based, has limited functions and requires a software upgrade to restore full operability of the system. The recommended action will approve the purchase and installation of Fuel View 4 by EJ Ward. Measure U Funds were budgeted in the Fiscal Year (FY) 2020-21 Capital Improvement Program (CIP) Budget for this purchase.

RECOMMENDATION:

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

1. Approve the Fuel View 4 Software as a Service (SaaS) Agreement with EJ Ward, Inc. for the fuel management system software purchase and implementation in an amount not to exceed \$29,728.79; and
2. Authorize the City Administrator to approve change orders to EJ Ward up to 10%, or \$2,972.88, for a total amount not to exceed \$ 32,701.67; 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.
July 21, 2020

DISCUSSION:

The Department currently uses a legacy fuel management system by EJ Ward to manage the City's fueling site at the Yard. The system consists of fueling transmitters on vehicles and fueling pumps and is capable of recording data such as date and time of fill-up, vehicle numbers, the department associated with the vehicle, vehicle odometer readings and miles changed in odometer since the last fill-up. Additionally, the system provides security for dispensing fuel only to authorized vehicles and Staff. The current fuel management system software is over 15 years old and is obsolete causing the system to be defective. Providing a high level of security, inventory control, reporting capability and dependable access to fuel for City vehicles and equipment is a vital part of fuel management. Due to the importance of tracking the stored and dispensed fuels in support of the City's fleet of vehicles and equipment, it is recommended that the City Council approve the purchase of the proposed fuel management system software.

The recommended purchase will upgrade the existing fuel management system software while maintaining compatibility with current hardware installed in City vehicles. The upgraded system will be web-based and supply Staff with real-time fuel transaction information as the data will be updated in the software automatically, thus improving Staff's ability to more effectively manage and equipment fuel transactions, fuel storage tank levels and scheduling fleet maintenance activities.

Staff evaluated the option of an entirely new fuel management system and determines that upgrading the City's current system addresses the problem of outdated software in a timely and cost-effective manner, without having to replace existing hardware on the City's fleet vehicles. The purchase will be made through the Sourcewell (formerly known as the National Joint Powers Alliance or NJPA) Contract No. 022217-EJW, as the City's Purchasing and Contract Guidelines allow for "piggybacking" onto publicly bid and contracted services and products approved by other public agencies. Sourcewell is a municipal contracting agency established to allow participating municipal agencies to reduce the cost of procurement by leveraging the benefits of contract purchasing. Through national solicitations, they provide the opportunity for members to purchase through nationally leveraged, competitively bid contracts. The City is a member of Sourcewell and has used Sourcewell contracts in the past.

FISCAL IMPACT:

A total of \$35,000 in Measure U Funding has been allocated in the FY 2020-21 CIP budget to purchase the fuel management system software. The quoted pricing includes delivery, installation and on-site training and support by an EJ Ward Technical Representative. Year one (1) costs included the purchase of the fuel management software and also includes the first year's subscription with technical support. After the first year of use, to continue receiving software upgrades and support will require annual subscription costs for subsequent years as detailed below and will be included in future budgets. As such, sufficient funds exists for the recommended actions.

Software Purchase Item	Year 1	Year 2	Year 3
Hardware, Installation Labor and Training	\$22,240.91		
Fuel View 4 SaaS with Data Plan	\$7,487.88	\$7,712.52	\$7,943.89
Total	\$29,728.79	\$7,712.52	\$7,943.89

Prepared by:



Joel Cardenas
Public Works Superintendent

Reviewed and approved:



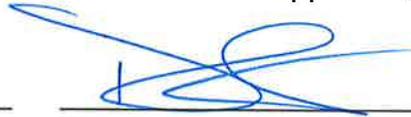
Luis Estevez
Acting Deputy City Administrator

Reviewed and approved:



Jessica Brown
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Quote from EJ Ward for Fuel Management Software
2. Fuel View 4 Software as a Service Agreement
3. Sourcewell Contract No. 022217-EJW



City of Placentia - SaaS System 07/01/2020
Placentia Sourcewell ID# 103576

Fuel View Software Hosted By Ward

Hosted Fuel view 4 "SaaS" MS SQL Version - 24x7x365 acces
 - MS SQL 2016 or newer - Unlimited use license (Software, Dashboard & Reporting Engine) - Standard: HID Module, OBD II Fleet Data Module, Ward Comm, Real-Time Connection - Enhanced Tank Monitoring Reporting Module (if connected to database) - Guaranteed Lifetime Current Software Version Updates while on Hosted Contract - Telephone Software Support Included - 24x7x365

Part #	Model/Description	Qty	Price / Month	Extended	
CASOFT-W4 IOT-SaaS	Hosting - Fuel View 4 - Includes Data Plan - Hardware Warranty Included	Year 1	\$623.99	\$7,487.88	
CASOFT-W4 IOT-SaaS	Hosting - Fuel View 4 - Includes Data Plan	Year 2	\$642.71	\$7,712.52	
	OPTIONAL - FCT (1 units) Hardware Extended Warranty - Not included in total price	Year 2	\$90.00	\$1,080.00	
CASOFT-W4 IOT-SaaS	Hosting - Fuel View 4 - Includes Data Plan	Year 3	\$661.99	\$7,943.89	
	OPTIONAL - FCT (1 units) Hardware Extended Warranty - Not included in total price	Year 3	\$92.70	\$1,112.40	
Part #	Model/Description	Qty	Price	Discount	Extended
LABORSOFTIMP	Software Implementation / Account Activation	1	\$5,000.00	\$4,000.00	\$4,000.00
LABORPM	Project Management (per hour)	10	\$200.00	\$160.00	\$1,600.00
CASOFTRAIN-ON	Software User and Administrator Training - Online (2 - 4hr Sessions)	1	\$1,200.00	\$960.00	\$960.00
Subtotal					\$6,560.00

Terminal Equipment

Part #	Model/Description	Qty	Price	Discount	Extended
FCT-IOT-5H	5-hose IOT Terminal	1	\$12,737.78	\$10,190.22	\$10,190.22
FCT-IOT-10H	10-hose IOT Terminal	0	\$13,586.96	\$10,869.57	\$0.00
SWITCH-305-T	FCT Mounted Network Switch - Temperature Rated	1	\$503.35	\$402.68	\$402.68
	Shipping and Handling	1	\$325.00	\$325.00	\$325.00
Subtotal					\$10,917.90

Vehicle Products

Part #	Model/Description	Qty	Price	Discount	Extended
KIT-CVR-W4-WIFI-LD	Kit CANceiver w/WiFi - LD	0	\$225.00	\$180.00	\$0.00
KIT-CVR-W4-WIFI	CANceiver w/Wi-Fi Kit - HD (Standard & OBD II/III)	0	\$305.38	\$244.30	\$0.00
KIT-CVR-W4-WIFI	CANceiver w/Wi-Fi Kit - International (Standard & OBD II/III)	0	\$352.93	\$282.34	\$0.00
KIT-CVR-W4-WIFI	CANceiver w/Wi-Fi Kit - non-OBD	0	\$325.00	\$260.00	\$0.00
TAG-INT-IOT	Vehicle and Equipment - EM-Tag	0	\$67.93	\$54.34	\$0.00
GPS-PASS-ANT-W4	Passive GPS Antenna for W4 CANceiver	0	\$104.17	\$83.34	\$0.00
WPI-KIT-WIFI	Ward Programming Dongle, WiFi tablet, Case and Cables	0	\$1,536.08	\$1,228.86	\$0.00
WPI-KIT-CELL	Ward Programming Dongle, Cell tablet, case, cables	0	\$1,639.18	\$1,311.34	\$0.00
	Shipping and Handling	0	\$0.00	\$0.00	\$0.00
Subtotal					\$0.00

Peripheral Products

Part #	Model/Description	Qty	Price	Discount	Extended
KIT-HOSE-MOD-2.4S	RF Hose Module Kit 2.4 GHz w/Switch - (one (1) per hose with CANceiver use)	0	\$421.05	\$336.84	\$0.00
KIT-HOSEMOD2.4RB	Kit-Replaceable Battery - Hose Module	3	\$421.05	\$336.84	\$1,010.52
KEY-FOB-1434	HID Mifare Key Fob-Unprogram 1434	25	\$12.52	\$10.02	\$250.40
KEY-ENCODE-5321	HID Mifare 1434 Key Fob Encoder	1	\$715.11	\$572.09	\$572.09
KIT-ROUTER-4131	AP Router AWK-4131-M12-US-T (N) includes POE	0	\$1,973.68	\$1,578.94	\$0.00
VR-330020-425	Veeder-Root TCP/IP Modem TLS/IP	0	\$1,994.74	\$1,595.79	\$0.00
	Shipping and Handling	1	\$50.00	\$50.00	\$50.00
Subtotal					\$1,883.01

Hardware Installation

Part #	Model/Description	Qty	Price	Discount	Extended
CAINSTALL	Install - Pull and Replace per FCT - By Ward Technicians	1	\$1,800.00	\$1,440.00	\$1,440.00
CASTART-FCT	Ward Tech. Startup & Testing w/FCT Use; Train On-Site	1	\$1,800.00	\$1,440.00	\$1,440.00
CAINSTALL	FCT Mechanical and Electrical Installation - By Others	0	\$0.00	\$0.00	\$0.00
CVR-TRAIN	CANceiver Installation Training (with or without CANceiver)	0	\$1,800.00	\$1,440.00	\$0.00
Subtotal					\$2,880.00

Fuel View 4 SaaS with Data Plans			Sub Total	\$7,487.88	
All Hardware - Installation Labor - Training			Sub Total	\$22,240.91	
Year 1			Total	\$29,728.79	
Fuel View 4 SaaS with Data Plans			Year 2	Total	\$7,712.52
Fuel View 4 SaaS with Data Plans			Year 3	Total	\$7,943.89

- Notes:**
- Quote is valid for 90 days
 - Minimum 3 year agreement required on all SaaS systems
 - Customer is responsible for networking from TLS to FCT.
 - TLS must accept network card without firmware upgrade or additional charges will apply
 - For new customers Software Implementation includes 1 Year of data conversion before archive from existing platform. Data must be stable and not fragmented, easily converted by existing script tools.



Fuel View 4 Software as a Service (SaaS) Agreement

This Agreement is entered into on July 21,, 20XX, between E.J. Ward Inc., a Nevada corporation with its principal place of business located at 8620 N New Braunfels, Suite 200 North, San Antonio, Texas, 78217 and ("Customer"), with its principal places of business located at 4, and shall be effective as of the date this "Customer" uses the Software for its intended purpose (the "Effective Date").

Terms & Conditions:

The Agreement is between E.J. WARD INC. ("we," "us" or "our") and the customer who orders E.J. WARD INC. products and services ("you," "your" or "Customer").

This Agreement governs your purchase and use of all Services offered by E.J. WARD INC., as may be further described in this Agreement or any Order. This Agreement applies to you and your employees, agents, contractors, or other users who obtain Services from E.J. WARD INC. (each such person or entity being a "User"). You must register with E.J. WARD INC. and accept the terms of this Agreement in order to use the Services.

BY REGISTERING FOR AND USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE THAT YOU AND YOUR USERS WILL BE BOUND BY ALL TERMS AND CONDITIONS OF THIS AGREEMENT.

This Agreement is the complete and exclusive agreement between you and E.J. WARD INC. regarding its subject matter and supersedes and replaces any prior agreement, understanding, and communication, written or oral.

Your use of E.J. WARD INC. services is governed by this Fuel View 4 Software as a Service and Cellular Communication Agreement, the Acceptable Use Policy, and the terms of your Order. When we use the term "Agreement" in any of the Fuel View 4 Software as a Service and Cellular Communication Agreement, the Acceptable Use Policy, or an Order, we are referring to all of them collectively. If there is any inconsistency or conflict between the provisions of any these documents, then the documents will be given precedence in the following order: (a) the Fuel View 4 Software as a Service and Cellular Communication Agreement, (b) the Acceptable Use Policy, (c) and the terms of your Order.

SaaS Support Number: 1-800-580-WARD (9273) or email support@ejward.com (email for non-emergency support only during normal business hours: Monday-Friday 8am-5pm CST).



Definitions:

“Acceptable Use Policy” means E.J. WARD INC.’s Acceptable Use Policy (Attachment “A”) as of the date you sign or submit your Order.

“Business Day” means 8:00 a.m. - 5:00 p.m. Central Standard Time (CST), Monday through Friday, excluding federal public holidays in the United States.

“Confidential Information” means all information disclosed by either party to the other, whether before or after the effective date of the Agreement, that the recipient should reasonably understand to be confidential.

“EFT” means Electronic Fund Transfer.

“E.J. WARD INC. Website” means website located at <http://www.ejward.com> .

“Order” means either: (a) an order that you submit to E.J. WARD INC. via email, fax, US Mail or the E.J. WARD INC. Website, or (b) any other written order (either in electronic or paper form) provided to you by E.J. WARD INC. for signature that describes the Services you are purchasing, and that is signed by you, either manually or electronically.

“SaaS” means Software as a Service.

“Services” means those E.J. WARD INC. products or services described in the Customers Order.

“Software as a Service” means Fuel View 4, and/or its IOT version Hosted by E.J. WARD INC. and deployed over the Internet rather than installed on a client’s computer as of the date you sign or submit the Order.

“Third Party Products” means third party software or products that E.J. WARD INC. may provide to you under this Agreement.

“Third Party Vendors” means certain reseller and other relationships that E.J. WARD INC. has established with certain commercial vendors.

Obligations, Rights and Responsibilities:

E.J. WARD INC. Obligations.

For all Orders accepted by E.J. WARD INC. and subject to this Agreement, E.J. WARD INC. agrees to provide the Services and the applicable support listed on your Orders, subject to and in accordance with E.J. WARD INC.’s its SaaS and Cellular Agreement.

- a) E.J. WARD INC. shall provide immediate notification of any unauthorized use of the customers account, issues that impact the security, stability and operational reliability of the customers data and/or applications used to access the data.
- b) Resolution times are as referenced in “Exhibit “A” attached.



Your Obligations.

You agree to do each of the following:

- a) pay when due the fees for the Services and applicable charges;
- b) use reasonable security precautions in light of your use of the Services;
- c) cooperate with E.J. WARD INC.'s reasonable investigation of outages, security problems, and any suspected breach of the Agreement;
- d) keep your billing contact, information, and other account information up to date;
- e) immediately notify E.J. WARD INC. of any unauthorized use of your account or any other breach of the security of the Services; provided, that in the event of a dispute between the parties regarding the interpretation of applicable law or the Acceptable Use Policy, then E.J. WARD INC.'s reasonable determination will control;
- f) pay all federal, state, and local sales, use, surcharges, excise, franchise, property, gross receipts, license, privilege, and any other taxes assessed with respect to the Services; and
- g) provide E.J. WARD INC. with accurate factual information to help determine if any tax is due with respect to the provision of the Services, and if E.J. WARD INC. is required by law to collect taxes on the provision of the Services, then you must pay E.J. WARD INC. the amount of the tax that is due or provide satisfactory evidence of your exemption from the tax.

Acceptable Use Policy:

By agreeing to the terms and conditions of this Agreement, you agree to E.J. WARD INC.'s Acceptable Use Policy, which is expressly incorporated herein by reference.

Intellectual Property Rights:

You warrant, represent, and covenant to E.J. WARD INC. that:

- a) you possess the legal right and ability to enter into this Agreement;
- b) you and your Users will use the Services only for lawful purposes and in accordance with this Agreement, E.J. WARD INC.'s Acceptable Use Policy, and all applicable E.J. WARD INC. policies and guidelines, as contained in this Agreement or posted on the E.J. WARD INC. Website; and
- c) you and your Users have obtained all license or other rights necessary to install or use any software or products in conjunction with your use of the Services.

IP Numbers.

E.J. WARD INC. will maintain and control ownership of all Internet protocol numbers and addresses that it may assign to you or request to be provided by you. E.J. WARD INC. may, in its sole discretion, change or remove or request new Internet protocol numbers and addresses.

Third Party Products.

For your convenience, E.J. WARD INC. may provide you access to Third Party Products through certain Third-Party Vendors. Neither E.J. WARD INC. nor any Third-Party Vendor makes any representations or warranties of any kind, express or implied, regarding any Third-Party Products.

You agree that you will not

- a) copy any license keys or otherwise decrypt or circumvent any license key,
- b) run Third Party Products on a second system or through any other hosting provider, remove, modify, or obscure any copyright, trademark, or other proprietary rights notices that appear on or during use of any product provided by Ward, or reverse engineer, decompile, or disassemble any product provided under this agreement, except to the extent that such activity is expressly permitted by Ward in writing or applicable law.



You agree to observe the terms of any license or applicable end user subscriber agreement for Third Party Products and E.J. WARD INC. will not have any liability for your use of any Third-Party Products or any violation of any license agreements or end user subscriber agreements that govern such Third-Party Products. You will be solely responsible for any additional software of products that you install or use in conjunction with the Services provided herein.

Additional Requirements for Using Microsoft Software or Server Operating Systems under Microsoft Corporation's licensing terms.

If Microsoft software is provided to you as part of the Services, then additional restrictions may apply, including but not limited to limits on the number of authenticated users of the hosted environment unless expressly noted in your Order.

Confidentiality:

Any Confidential Information disclosed by one party ("Disclosing Party") to the other party ("Recipient") in connection with this Agreement that is marked confidential or that due to its character and nature, a reasonable person under like circumstances would treat as confidential including without limitation: (a) for you, all information transmitted to or from, or stored on, E.J. WARD INC.'s systems, (b) for E.J. WARD INC., unpublished prices and other terms of service, audit and security reports, product development plans, datacenter designs, server configuration designs, and other proprietary information or technology, and (c) for both parties, information that is marked or otherwise conspicuously designated as confidential. Information that is developed by either party on its own, without reference to the other's Confidential Information, or that becomes available to either party other than through breach of the Agreement or applicable law, will not be considered "Confidential Information" of the other party and shall be protected and held in confidence by the Recipient. Disclosure of the Confidential Information will be restricted to the Recipient's employees, contractors, affiliates, or agents (including outside counsel and consultants) on a "need to know" basis in connection with the services, who are bound by confidentiality obligations no less stringent than these prior to any disclosure. Each party may disclose Confidential Information relating to the Services to providers of goods and services for the engagement to the extent such disclosure is necessary and reasonably anticipated. Confidential Information does not include information which: (i) is already known to Recipient at the time of disclosure; (ii) is or becomes publicly known through no wrongful act or failure of the Recipient; (iii) is independently developed by Recipient without benefit of Disclosing Party's Confidential Information; or (iv) is received from a third party which is not under and does not thereby breach an obligation of confidentiality. Each party agrees to protect the other's Confidential Information at all times and in the same manner as each protects the confidentiality of its own proprietary and confidential materials, but in no event with less than a reasonable standard of care. A Recipient may disclose Confidential Information to the extent required by law, but that disclosure does not relieve Recipient of its confidentiality obligations with respect to any other party.

Term and Payment for Services:

This Agreement will be for the "Initial Term" as further described in the Sales Order. If no term is listed in the Sales Order, then the Initial Term will be thirty-six (36) months. At the end of the Initial Term, the Agreement will renew on a month to month basis. If you do not wish to renew, then you must provide E.J. WARD INC. the Cancellation Request as provided in this Agreement.



Termination.

This Agreement may be terminated in one of the following ways:

- a) by you without cause and for convenience by providing a Cancellation Request after the “Initial Term” has been paid in full.
- b) by E.J. WARD INC. without cause by providing you with a written notice at least 30 days prior to the termination date but not before expiration of the “Initial Term”.
- c) by E.J. WARD INC. in the event you do not pay any undisputed fees due hereunder within or after 30 days of the due date;
- d) by you or E.J. WARD INC., if a party commits a material breach of or fails to perform any obligations under this Agreement and has not cured such breach or failure within 45 days of
- e) receiving written notice from the terminating party specifying such breach or failure; or as otherwise provided in this Agreement or the Acceptable Use Policy.

Termination Liability:

If you terminate this Agreement before the end of the Initial Term other than for E.J. WARD INC.’s material breach, then you will be required to pay:

- a) actual amounts that have been invoiced for the “SaaS” and “Cellular Services” provided to the date the Agreement is terminated as determined by the Cancellation Date, and
- b) for non-monthly Agreements, the remaining difference between the last invoiced date and the end of the “Initial Term” for the Services listed on the Order at the time of the Order.
- c) and the rate discounted based on any and all promotions.

Payment:

- a) All charges under this Agreement are due and payable on the due date of the invoices unless otherwise agreed to in writing.
- b) For recurring billing, “SaaS” and “Cellular Services” are billed one month in advance and payments are due 30 days from the date of invoice.
- c) for non-recurring fees (such as fees for initial set-up, backup overages, bandwidth overages, paid for support request and any other non-recurring service) on or around the date incurred, or on or around the first day of the billing cycle that follows the date incurred, at E.J. WARD INC.’s option; provided that E.J. WARD INC. may wait to invoice the total aggregate fees due at the next billable cycle. Unless otherwise agreed in the Order or modified via request, your billing cycle will be monthly, beginning on the date that E.J. WARD INC. first makes the Services available to you.
- d) Unless you have made other arrangements, E.J. WARD INC. will charge your credit card on the due date. If you pay by ACH or EFT, then all charges on your account must be paid on or before the due date of the invoice.
 - a. Charges that are not disputed within 60 days of the date charged are conclusively deemed accurate.
- e) You also will be responsible for any costs E.J. WARD INC. incurs in enforcing collection of any amounts due under this Agreement, including without limitation reasonable attorney’s fees, court costs, or collection agency fees.
- f) You will be responsible for costs due to insufficient funds and other charges that are incurred in connection with payment processing for your account.
- g) You agree that you will notify E.J. WARD INC. of any changes to your account, your billing address, or any information that E.J. WARD INC. may reasonably require in order to process your payments in a timely manner.
- h) Payment for invoices that are not formally and rightfully deemed as disputed may be subject to interest at a rate of one and one-half percent (1.5%) per month accruing from date the invoice was due.



Refund and Disputes:

Except where expressly provided in this Agreement, all payments to E.J. WARD INC. are nonrefundable. This includes but is not limited to any applicable setup fees and subsequent charges, regardless of usage.

You must report any overcharges or billing disputes to E.J. WARD INC. within 60 days of the time on which you became aware, or should have become aware, of the existence of the overcharge or dispute.

Data Control and Location of Services:

The method and means of providing the Services shall be under the exclusive control, management, and supervision of E.J. Ward INC., giving due consideration to the requests of the Customer. The Services (including data storage), shall be provided solely from within the continental United States and on computing and data storage devices residing therein.

Data Ownership:

Customer's data which shall also be known and treated by E.J. Ward INC. as Confidential Information shall include: (a) data collected, used, processed, stored, or generated as the result of the use of the Services; and, (b) identifiable information collected, used, processed, stored, or generated as the result of the use of the Services. Customer's data is and shall remain the sole and exclusive property of the customer and all right, title, and interest in the same is reserved by the customer. This Section shall survive the termination of this Agreement.

E.J. Ward INC. Use of Customer Data: E.J. Ward INC. is provided a limited license to Customer Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display Customer Data only to the extent necessary in the providing of the Services. E.J. Ward Inc. shall: (a) keep and maintain Customer Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose Customer Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with this Agreement, and applicable law; and, (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available Customer Data for the benefit of anyone other than the Customer without Customer's prior written consent. This Section shall survive the termination of this Agreement.

Backup and Recovery of Customer Data: Customer data will be mirrored in real-time, backed up not less than hourly and moved, disaster recovery data resides in multiple locations within the United States. A Service Level Commitment Agreement is attached as exhibit "A". A Recovery Point Objective of not more than seventy-two 72hours for the system and application in a disaster is in place. E.J. Ward Inc. test's system failover quarterly and the Business Continuity / Disaster Recovery Plan is reviewed annually with its critical vendors.

Maintenance Periods / Application Updates:

Unless as otherwise agreed to by Customer on a case-by-case basis, E.J. Ward INC. shall provide no less than seven (7) calendar day's prior notice to Customer of all non-emergency maintenance or updates to be performed on the Services or application, such notice shall include a detailed description of all maintenance to be performed. For emergency maintenance, patches, critical bug fixes E.J. Ward INC. shall provide as much prior notice as commercially practicable to the Customer and shall provide a detailed description of all maintenance performed no greater than one (1) calendar day following the implementation of the emergency maintenance.



Data Retention Policy after Contract Expiration:

E.J. WARD INC. makes no guarantees about retaining any data stored on E.J. WARD INC.'s systems or servers following expiration or termination of this Agreement. E.J. WARD INC. will typically delete such data

- a) thirty (30) days following termination of any E.J. WARD INC. "Software as a Service" by either you or E.J. WARD INC. or
- b) on your next billing date following termination of any E.J. WARD INC. "Software as a Service" by either you or E.J. WARD INC. You will not have access to your data stored on E.J. WARD INC.'s systems or servers during a suspension or following a termination.

Limitation of Liability and Indemnity

Monitoring User Activity:

Users voluntarily engage in the activity of Internet use and bear the risks associated with that activity. E.J. WARD INC. exercises no control over and expressly disclaims any obligation to monitor its customers and other Users with respect to breaches of this Agreement or any content of the information made available for distribution via the Services, including without limitation any information passing through E.J. WARD INC.'s host computers, network hubs and points of presence, or the Internet, or any content posted any User may post on any server or website. In no event will E.J. WARD INC., have any liability to you or any third party for unauthorized access to, or alteration, theft, or destruction of information distributed or made available for distribution via the Services through accident, or fraudulent means or devices.

Interruption of Service:

Except as set expressly provided in E.J. WARD INC.'s Agreement, E.J. WARD INC. will not be liable for any temporary delay, outages, or interruptions of the Services. Further, E.J. WARD INC. is not liable for any delay or failure to perform its obligations under this Agreement, where the delay or failure results from any act of God or other cause beyond its reasonable control (including, without limitation, any mechanical, electronic, communications, or third-party supplier failure). E.J. WARD INC. cannot guarantee that (i) access to the Services will be uninterrupted or error-free, (ii) defects will be corrected, or (iii) the Services will be secure.

Warranty Disclaimer:

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICES, INCLUDING, WITHOUT LIMITATION, ALL INFORMATION, CONTENT, AND OTHER SERVICES MADE AVAILABLE BY E.J. WARD INC. OR ANY THIRD-PARTY VENDORS ARE PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS AND NEITHER E.J. WARD INC., MAKES ANY REPRESENTATIONS OR WARRANTIES REGARDING THE SERVICES. E.J. WARD INC., HEREBY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES AND CONDITIONS OF ANY KIND OR NATURE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, WARRANTIES RELATED TO ANY COURSE OF DEALING, USAGE OR TRADE PRACTICE, OR IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability:

EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ANY USER OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS OR REVENUES OR COST OF REPLACEMENT SERVICES (WHETHER DIRECT OR INDIRECT) NOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES OF ANY KIND ARISING FROM THE USE OF THE SERVICES, EVEN IF SUCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH



DAMAGES. EXCEPT FOR E.J. WARD INC.'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, E.J. WARD INC.'S LIABILITY TO YOU FOR ANY REASON AND UPON ANY CAUSE OF ACTION IS LIMITED TO THE AMOUNT YOU ACTUALLY PAID TO E.J. WARD INC. UNDER THIS AGREEMENT DURING THE ONE MONTH IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM ACCRUED. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, OR OTHER TORTS. THE FEES FOR THE SERVICES SET BY E.J. WARD INC. UNDER THIS AGREEMENT HAVE BEEN AND WILL CONTINUE TO BE BASED UPON THIS ALLOCATION OF RISK. NOTHING IN THIS AGREEMENT IS INTENDED TO EXCLUDE OR LIMIT EITHER PARTY'S LIABILITY WITH RESPECT TO THOSE LIABILITIES THAT CANNOT BE LEGALLY EXCLUDED OR LIMITED EVEN IF ANY OTHER PROVISION MAY SUGGEST OTHERWISE.

Customer Indemnity:

You agree to indemnify, defend, and hold harmless E.J. WARD INC., and all employees, officers, directors, partners, representatives or any such entity, from and against any and all third-party claims, damages, losses, liability, causes of action, judgments, costs, or expenses (including, without limitation, reasonable attorney's fees) asserted against or suffered by E.J. WARD INC. arising out of any breach of this Agreement by you, your Users, or your customers.

E.J. WARD INC. Indemnity:

E.J. WARD INC. agrees to indemnify, defend, and hold harmless Customer from and against any and all third-party claims, damages, losses, liability, causes of action, judgments, costs, or expenses (including, without limitation, reasonable attorneys' fees) asserted against or suffered by Customer arising out of any claim alleging that the Services as provided by E.J. WARD INC. infringe any third party's intellectual property rights.

Governing Law:

With respect to Services rendered by E.J. WARD INC. in the United States of America, this Agreement will be governed by, and construed in accordance with, the laws of The State of Texas and all disputes arising out of or related to this Agreement will be brought exclusively in the courts located in The State of Texas; provided, however, that neither party will be prevented from enforcing any related judgment against the other party in any other jurisdiction.

Miscellaneous Provisions:

The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default and will not act to amend or negate the rights of the waiving party. You may not sell, assign or transfer your rights or delegate your duties under this Agreement either in whole or in part without the prior written consent of E.J. WARD INC., and any attempted assignment or delegation without such consent will be void. E.J. WARD INC. and the agree that, except as otherwise expressly provided in this Agreement, the Order, or the terms and conditions of use of any Third-Party Products, there will be no third-party beneficiaries to this Agreement. To the extent any portion of this Agreement is determined to be unenforceable by a court of competent jurisdiction, such unenforceability will not invalidate this Agreement as a whole, but only that specific portion held to be unenforceable, and all other terms and conditions contained in this Agreement will remain in full force and effect. Any provision of this Agreement that, by its nature, is applicable to circumstances arising after the termination or expiration of this Agreement will survive such termination or expiration and remain if full force and effect, and no termination or expiration of this Agreement will relieve either party from any liability



arising out of any breach of this Agreement occurring prior to said termination or expiration. Neither party will be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent such failures or delays are proximately caused by causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, acts of God, government restrictions (including without limitation the denial or cancellation of any export or other necessary license), wars, insurrections, acts of terrorism, failure of suppliers, subcontractors, and carriers, or third party to substantially meet its performance obligations under this Agreement. Unless otherwise specified herein, all notices, demands, requests or other communications required or permitted under this Agreement will be deemed given when delivered personally, sent by facsimile upon confirmation, sent and received by return receipt email, or upon receipt of delivery of overnight mail.



Acceptable Use Policy

This Acceptable Use Policy (the "AUP") governs your use of all products and services (collectively, the "Services") offered by E.J. WARD INC., This AUP applies to you and your employees, agents, contractors, or other users who obtain and use the Services from E.J. WARD INC. (each such person or entity being a "User").

BY REGISTERING FOR AND USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AUP AND AGREE THAT YOU AND YOUR USERS WILL BE BOUND BY ALL TERMS AND CONDITIONS OF THIS AUP.

Prohibited Use. E.J. WARD INC.'s services may only be used for lawful purposes. Users may not use E.J. WARD INC.'s Services to engage in, foster, or promote illegal, abusive, or irresponsible behavior, including:

- 1) Utilizing the Services to send mass unsolicited e-mail to third parties.
- 2) Utilizing the Services in connection with any illegal activity. Without limiting the general application of this provision, users may not: utilize the services to:
 - a) Copy material from third parties (including text, graphics, music, videos or other copyrightable material) without proper authorization;
 - b) Misappropriate or infringe the patents, copyrights, trademarks, or other intellectual property rights of Ward or any third party;
- 3) Violate any applicable state, federal and international law.

Utilizing the Services in connection with any tortious or actionable activity.

Without limiting the general application of this provision, users may not utilize the Services to:

Publish or disseminate information that

- 1) constitutes slander, libel or defamation,
- 2) publicizes the personal information or likeness of a person without that person's consent or
- 3) otherwise violates the privacy rights of any person.

Utilizing the Services in connection with any other disruptive or abusive activity. Without limiting the general application of this provision, Users may not utilize the Services to:

- 1) Cause denial of service attacks against E.J. WARD Inc. or other network hosts or Internet users or to otherwise degrade or impair the operation of E.J. WARD Inc.'s servers and facilities or the servers and facilities or Internet users;
- 2) Offer mail services, mail forwarding capabilities other than for the user's own account;
- 3) Resell access to software installed on E.J. WARD Inc.'s servers;
- 4) Subvert, or assist others in subverting, the security or integrity of any E.J. WARD Inc. systems, facilities or equipment;
- 5) Gain unauthorized access to the computer networks of E.J. WARD Inc. or any other person or customer;
- 6) Provide passwords or access codes to persons not authorized to receive such materials by the operator of the system requiring the password or access code;



- 7) Distribute or post any virus, worm, Trojan horse, or computer code intended to disrupt services, destroy data, destroy or damage equipment, or disrupt the operation of the Services;
- 8) Conduct port scans or other invasive procedures against any server;
- 9) Post messages, run scripts or run software programs that consume excessive CPU time or storage space;
- 10) Use in any manner that might subject E.J. WARD Inc. to unfavorable regulatory action, subject E.J. WARD Inc. to any liability for any reason, or adversely affect E.J. WARD Inc.'s public image, reputation or goodwill, including, sending or distributing sexually explicit, hateful, vulgar, racially, ethnically or otherwise objectionable materials; or In any manner interrupt or interfere with the Internet usage of other persons.

Remedies:

- 1) Warning the User;
- 2) Removing the offending content;
- 3) Suspending the offending user from the Services;
- 4) Terminating the offending user from the Services;
- 5) Imposing fees or charges on the offending account in accordance with the applicable service contract; or
- 6) Taking other action in accordance with this AUP, the applicable service contract, or applicable law.

Violations:

If E.J. WARD Inc. learns of a violation of the AUP, then E.J. WARD Inc. may take any of the following actions, in accordance with the severity and duration of the violation:

Enforcement Actions. E.J. WARD Inc. will provide you with at least 48 hours' notice (by email or otherwise) of any proposed suspension, restriction, limitation, modification, or termination of the Services or any functionality related to the Services based on an alleged violation of this AUP, the applicable service contract, or any other reason; provided, however, if (i) your violation of this AUP immediately threatens the security of or damages to E.J. WARD Inc.'s network, information, data, software, hardware, or facilities or (ii) such suspension, restriction, limitation, modification, or termination is at the request of law enforcement or required by the appropriate legal authorities, then E.J. WARD Inc. will give you as much notice as is reasonably practicable under the circumstances. To the extent that any element or functionality of the Services, including, without limitation, a particular account or "server," is suspended, restricted, limited, modified, or terminated, E.J. WARD Inc. will use commercially reasonable efforts to minimize the effects against any other component or functionality of the Services.

Cooperation with Law Enforcement. E.J. WARD Inc. reserves the right to involve and cooperate with law enforcement or the appropriate legal authorities in investigations of claims of illegal activity involving E.J. WARD Inc.'s Services or any users thereof and to respond to any violations of this AUP to the extent permitted under applicable law. You agree that E.J. WARD Inc. is authorized to monitor communications into, and out of, its network facilities to prevent the introduction of viruses or other hostile code, to prevent intrusions, and to otherwise enforce the terms of this AUP. You further agree that E.J. WARD Inc. may disclose any and all of your information including, without limitation, assigned IP numbers, account history, and account use to any law enforcement agent who makes a written request, without further consent or notification to you.



IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

Client Name: _____

E.J. WARD, INC.

Accepted By: _____

Ratified by: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____



EXHIBIT "A"

Minimum Service Level Commitments			
Fuel View Applications (24x7x365)	SLA Coverage Time	Minimum Commitment	SLA Measurement Period
System Availability	24x7x365	99.95%	Monthly
Issue Response Time - Severity 1	24x7x365	30 minutes	Monthly
Issue Response Time - Severity 2	24x7x365	1 hour	Monthly
Issue Response Time - Severity 3	24x7x365	48 hours	Monthly
Issue Response Time - Severity 4	24x7x365	48 hours	Monthly
Non-Critical Applications (8x5, Business Days)	SLA Coverage Time	Minimum Commitment	SLA Measurement Period
System Availability	8x5, Business Days	99.95%	Monthly
Issue Response Time - Severity 1	8x5, Business Days	30 minutes	Monthly
Issue Response Time - Severity 2	8x5, Business Days	1 hour	Monthly
Issue Response Time - Severity 3	8x5, Business Days	48 hours	Monthly
Issue Response Time - Severity 4	8x5, Business Days	48 hours	Monthly

SLA Metric	Metric Definition
"System Availability"	The software solution ("System") proposed will be available to all users in a Production environment and functioning as designed and in accordance with System documentation.
"Response Time"	E. J. Ward will use commercially reasonable efforts to respond to each case within the applicable response time described in the table above, depending on the Severity Level set on the issue.
"Resolution Time"	E. J. Ward will use commercially reasonable efforts to resolve each case or providing a functioning work around within the applicable resolution time described in the table above, depending on the Severity Level set on the issue.
"Severity 1"	The issue must be restored for business to continue. Critical job functions cannot be completed. (e.g. System down or unavailable and outage impacts many users)
"Severity 2"	The operations are severely affected. (e.g. disruption, access limitation, degraded performance issues, missing functionality, and/or "use-ability")
"Severity 3"	Little or no business impact. Issues that are an enhancement request, or are cosmetic in nature, related to documentation (e.g. A functional error for which there is an acceptable workaround). System performance issue or bug affecting a small number of Users or minor function. Short-term workaround may be available.
"Severity 4"	Inquiry regarding a routine technical issue; information requested on application capabilities, navigation, installation or configuration; bug affecting a small number of users. Reasonable workaround available. Resolution required as soon as reasonably practicable.
"Business Days"	The number of service days in a year excluding weekends and national holidays.
"Calendar Days"	The number of services days in a year, including weekends and national holidays.

SLA Metric	SLA Metric Measurement
Critical Application - Risk Methodology Non-Critical Application - Methodology	<u>Availability Service Level & Issue Response/Resolution Metric:</u> The Available metric is defined at (99.95%) of the time or more in any calendar month ("SLA"). Availability is defined as 24/7/365. The monthly measurement period with begin on the first Calendar Day of each month and end on the last Calendar Day of each month during the term of this agreement. The final report for each month will be provided to the customer by the 5th day of the month following each monthly measurement period.

Contract Award
RFP #022217

FORM D



Formal Offering of Proposal
(To be completed only by the Proposer)

FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS

In compliance with the Request for Proposal (RFP) for FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: E.J. Ward, Inc. Date: 2/17/17

Company Address: 8801 Tradeway

City: San Antonio State: Texas Zip: 78217

Contact Person: Markay Ward Title: President

Authorized Signature:  Markay Ward
(Name printed or typed)

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 022217-EJW

Proposer's full legal name: E.J. Ward, Inc.

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be June 1, 2017 and will expire on June 1, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:



NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)



NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on June 1, 2017

NJPA Contract # 022217-EJW

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name E.J. Ward Inc

Authorized Signatory's Title President



VENDOR AUTHORIZED SIGNATURE

Markay Ward

(NAME PRINTED OR TYPED)

Executed on _____, 20__

NJPA Contract # 022217-EJW



Form P

**PROPOSER QUESTIONNAIRE
Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions**

Proposer Name: E.J. Ward, Inc.

Questionnaire completed by: Mike Wade

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)?
Net 30.
- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?.

Ward can provide leasing or financing options on a case by case custom agreement basis.

- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.

All orders that come from NJPA will be flagged as special processing through our ERP/Accounting system for accountability and correct processing. At the end of the each quarter a report is run from the system that gives the order totals for the quarter. This will be processed in the same reporting manner as our GSA contract is processed now. We do not use dealers.

- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

Yes, Ward accepts P-card procurement and payment at no additional cost.

WARRANTY

5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

- Do your warranties cover all products, parts, and labor?

Ward has a comprehensive warranty that covers all products, parts and labor. The following represents the Ward standard warranty program:

Warranty Start Date

The Warranty start date, as indicated in this policy, is subject to one of the following:

- The date a product was shipped from Ward, plus 30 days
- A date mutually agreed to in writing
- The terms defined in a customer's contract

Limited Hardware Warranty

Ward provides a one year limited product hardware warranty to purchasers of its products. Ward warrants that the products will be free from defects in materials and workmanship that result in a material deviation from the applicable published Ward technical specifications.

- Hardware Failure - Upon a hardware failure, Ward will repair or replace such products within three working days of its receipt of the failed hardware, if in advance of its receipt, such hardware was evaluated by a Ward technician, or Ward technical support person via telephone.
- Customer shall obtain a RMA number from Ward, the product hardware shall be shipped pre-paid to Ward, and the RMA number must be clearly indicated on the shipping box and paperwork.

Hardware Repair Service

In the event of a hardware failure past the first 30 days, but within the first year of ownership from the Warranty start date, the unit will be either repaired, or at Ward's option, replaced with a new or reconditioned unit of equal or greater value.

- Customer will receive an RMA number from Ward, the product hardware must be shipped pre-paid to Ward, and the RMA number must be clearly indicated on the shipping box and paperwork.
- A repaired or replacement unit will be shipped at Ward's expense within five business days after receipt of the failed unit.

Limited Software Warranty

Ward provides a one year limited software warranty to licensees of Ward software accompanying Ward hardware. Ward warrants that the software delivered will be free of defects in material and workmanship for a period of one year following delivery to licensee. Ward warrants that the software, when used in accordance with the terms of the Ward Software License, will operate substantially as set forth in the applicable Ward software documentation for a period of one year following delivery of the

- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?

Exceptions are listed below.

Warranty Limitations: "EJW" cannot be deemed non-compliant with warranty requirements inclusive, but not limited to the following conditions:

1. **Acts of God & Man Made Events:** Disruptions caused by heavy rains, earthquakes, flooding, tornadoes, lightning strikes, hurricanes, fires, snow, ice, sleet, or road closures and detours caused by Town, City or State construction projects where normal street or interstate traffic patterns to the customer site are disrupted or stopped.
2. **Malicious Acts:** Inclusive of but not limited to; vandalism, theft, gun shots, rock throwing, fire, and anywhere damage is not attributable to normal, fair wear and tear of hardware components.
3. **Negligence:** Inclusive of but not limited to; third party contractors hired by the "Buyer" to perform fuel site maintenance that would impair the performance of "EJW" equipment by disrupting electrical service or making non-authorized adjustments to "EJW" installed hardware or terminals.
4. **Procedural Changes:** Inclusive of but not limited to; the "Buyer" changing the manner in which their employees interact with the "EJW" fuel automation hardware. These changes may require systemic changes which are considered outside the normal software maintenance activities (i.e., "OS" business rules or software customization requests).
5. **Non-"EJW" Equipment or Systems Failure:** Inclusive of but not limited to; "EJW" dispatching a technician and the cause of incident is found to be other than a contract covered product. Standard published pricing will apply for authorized repairs.

- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?

Yes, when applicable under the warranty guidelines.

- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs?

No.

How will NJPA Members in these regions be provided service for warranty repair?

Through Ward's standard warranty program.

- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?

Any item purchased through this program from Ward will be warrantied by Ward.

- What are your proposed exchange and return programs and policies?

All materials requiring return shipment to Ward for defects, normal replacement, or any other reason must be returned through the Return Merchandise Authorization (RMA) process. The request for an RMA number can be made by emailing ward at returns@ejward.com or by calling 210.824.7383.

- Returns made outside this process may cause an account to not be credited correctly, which may result in invoicing errors and/ or delays in getting the correct materials back to our customers.
- Returns older than 30 days from the invoice date will be subject to a 20% restocking fee. Only products that are in current production will be accepted, and the customer must obtain an RMA in advance using Ward's RMA process.
- No refunds will be given. Ward will issue an account credit that can be used toward future purchases.
- Ward reserves the right to deny any returns that are outside of the product warranty period or past the 30 day invoice date.

Exchange Policy: Exchange and/or repair of components is two to three (2/3) days after the receipt of the items in need of repair or exchange or after the receipt of a request for shipment (RMA) if there is no exchange or repaired board available. Customer's exchange and shipment to Ward must comply with Ward's Return Material Authorization (RMA) policy.

6) Describe any service contract options for the items included in your proposal.

Ward offers a complete service and support program that offers NJPA Members several program choices.

PRICING, DELIVERY, AUDITS, AND ADMINISTRATIVE FEE

7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

Ward offers a complete turnkey fuel management and telematics system throughout the United States including complete service and support of our system.

8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

- a. Ward will be offering our GSA contract discount which is a "discount from list price" method to NJPA.
- b. Ward offers a "discount from list price" to its existing customers under a service and support agreement after the initial order is placed and post warranty.

9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

- a. Ward's current discount will be 20% from our published price list for initial orders.
- b. After Warranty and with an enforce service and support agreement the discount from list price will be 10%.

10) The pricing offered in this proposal is

- a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- d. other than what the Proposer typically offers (please describe).

11) Describe any quantity or volume discounts or rebate programs that you offer.

- a. Ward does not offer a standard quantity discount or rebate program.
- b. Ward does take under consideration on a "case by case" basis additional discounts when they become available based on saving in production or raw material purchases.

- 12) Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.

Ward offers “third party” hardware and software products on at a “cost plus percentage” basis.

- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

Pull and Replace FCT by Ward Technicians

- For use of existing mechanical and electrical wiring, piping and other related connections they must meet existing local, state, and national codes; or if a licensed electrician and permits are required additional charges will apply. - Customer is responsible for Network and CAT5 wiring to FCT unless noted in quote.

Pull and Replace FCT by Others

For use of existing mechanical and electrical wiring, piping and other related connections they must meet existing local, state, and national codes; or if a licensed electrician and permits are required additional charges will apply. - Customer is responsible for Network and CAT5 wiring to FCT unless noted in quote.

- 14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

E.J. Ward’s method of shipping is by standard ground with a designation “FOB Destination Freight Prepay & Add”.

- This method ensures Ward is liable for goods during shipment until received by the customer.
- Shipping & Handling is additional and will be charged on final invoice.
- A customer may request expedited shipments such as “next day” or “two day” for an additional cost.
- UPS is Ward’s preferred carrier, however we also ship via FedEx when requested.
- Customer may provide Ward their shipping account # for order processing, however handling fees will still apply.

- 15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

Ward would process this the same as any other order and would follow the process outlined in #14.

- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

Ward can provide expedited shipments such as “next day” or “two day” for an additional cost.

17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

Identifying NJPA Customers, NJPA Price Assurance, Calculating Sales and Remittance of Administrative fees: Process listed below is currently in use for other Ward Joint Purchasing Agency contracts.

- a. Customer orders received through the NJPA program are setup in the MAS200 Accounting system with the code NJPA as the "Customer Type". This identifies the proper pricing for the order and ensures that the associated sales are calculated and reported accurately.
- b. Using the MAS200 Accounting system select the Accounts Receivable Menu then select Reports and "Customer Listing". At the Customer Listing screen enter "NJPA" next to customer type and then print the report.
- c. From the MAS200 Accounts Receivable menu select Reports and then select "Accounts Receivable Invoice History". Enter the Customer number(s) itemized on the previous report and select the date range for the quarter that is being reported. Print the report.
- d. Enter sales into NJPA system, use the data from the preceding report.
- e. Remit any associated fees to NJPA.

18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

Ward will utilize a .75% IFF percentage. Ward will provide after Contract Award our complete line item pricing in a searchable spreadsheet to NJPA.

Industry-Specific Questions

19) Of the following sub-categories please identify those that you provide solutions in:

- fleet management information systems (bundled providers, including telematics/fuel/motorpool sharing)
- telematics
- fuel management
- fleet sharing

If there are subcategories that are not identified in this list, please provide the subcategory title(s) that best describes what you are offering in your response.

Ward provides tank level information and also GPS Tracking.

20) Rank the previous subcategories (1 through 4, etc.) based on how strongly you are positioned within each.

Ward ranks fuel management number 1 and telematics number 2.

21) Describe your experience, abilities, and methods for integrating your offering with NJPA members' existing technologies.

Ward can seamlessly integrate the NJPA members Ward fuel management data into the members existing fleet maintenance software. Ward's fuel management system can also be integrated with the members existing IT infrastructure and network.

22) Describe your technology support and its practical availability for our members.

Ward offer a complete service and support program which has been included on our proposal for NJPA's review.

23) How configurable are your solutions to be adapted for the unique needs of our members?

Ward's solution is extremely adaptable for the unique needs of NJPA's members.

24) Describe your security measures and privacy practices to ensure that customers' data is secure.

- a. Ward offers both a customer hosted enterprise solution and a Ward hosted SaaS, both solutions were built using best practice industry standards of data security and encryption. The physical network and server security in the customer hosted option is under the end customer control and specific business security rules.
- b. The software has a multi-level security hierarchy with full audit trail as standard offering.
 - i. Credentials are controlled by the customer's system administrator

25) Describe your security practices while data is in transit and while stored in a host facility.

- a. Data in transit is encrypted
- b. The same product security is employed as noted in question #1 above.
- c. The hosting data center for Ward's SaaS is certified at the following levels
 - i. SSAE 16/ISAE SOC 1 Type 2, ISO 27001, SOC 2 Type 2, SOC 3 Type 2, PCI DSS, HIPAA / HITECH Security Rule Compliance Report (AT 101), EU-U.S. Privacy Shield Framework.

In addition, the data center holds the following:

- d. Cisco Cloud Provider Certification with a Cisco Powered Cloud Infrastructure-as-a-Service (IaaS) designation



- a. Cisco Powered Disaster Recovery as a Service (DRaaS) designation under the Cisco® Cloud and Managed Services Advanced Certification

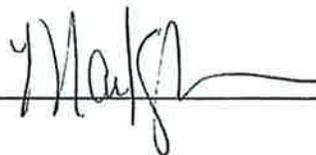
26) Do your solutions allow for different levels of privileges and permissions with different users?

Ward's FleetView software allows for multiple levels of privileges and permissions with different users. Fleetviews customizable system security features allow defined user to access the level of data required by their own security protocols. Define read-only, and or user access, to assets by division or location, specified levels in any configuration or combination.

- User authentication integrated with Active Directory
- Add, modify, and remove asset information
- Add, modify, and remove employee information
- User-friendly browser based interface
- User-specific password roles (manager, operator, analyst, etc.)

Role	View Screen Data	View Reports	Add/Modify Screen Data	Add/Modify Reports	Create/Modify Users
Read Only Role	Y	Y	N	Y	N
Operator Role	Y	Y	Y	Y	N
Operator Admin Role	Y	Y	Y	Y	N
System Admin Role	Y	Y	Y	Y	Y
Reporter Role	Y*	Y	N	N	N
Fuel Management Role	Y	Y	Y	Y*	N
Vehicle Tracker Role	N	N	Y*	Y*	N
Central Office	Y	Y	Y	Y*	N
District Coordinator	Y	Y	Y	Y*	N
District Equipment	Y*	Y	Y*	Y*	N
Shop Manager	Y*	Y	Y*	Y*	N

* Limited Permissions

Signature: 

Date: 2/17/17



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF COMMUNITY SERVICES

DATE: JULY 21, 2020

SUBJECT: **AGREEMENT WITH ST. JUDE HOSPITAL TO ACCEPT A HEALTHY COMMUNITIES INITIATIVE GRANT TO SUPPORT COMMUNITY HEALTH AND WELLNESS**

FISCAL EXPENSE: \$58,000 (ST. JUDE GRANT)

IMPACT: REVENUE: \$58,000 (ST. JUDE GRANT)

SUMMARY:

In early 2020, St. Jude Hospital ("St. Jude") approached the City of Placentia ("City") to continue working with the City on the Healthy Communities Initiative to support community health and wellness. The partnership between St. Jude and the City has been extremely successful over the past four (4) years and has provided thousands of dollars in facility renovations including repairs of the rubberized surfacing for two (2) parks, re-plastering of both community pools, and the addition of exercise equipment at three (3) parks. Additionally, the ongoing grant dollars have provided funding for grant writing services and for program scholarships to assist families with registration fees associated to active recreational programming.

Prior to the COVID-19 pandemic, St. Jude determined the City would receive up to \$48,000 in grant funding to continue supporting the Healthy Communities Initiative. St. Jude and the City began drafting a grant agreement to receive these funds. However, as the COVID-19 pandemic unfolded, the grant agreement was delayed while St. Jude and the City reevaluated the priorities for the available funds. As a result of the reevaluated priorities, an additional \$10,000 was added to the grant award, for a total of \$58,000 in funding as opposed to the initial \$48,000.

A review of the initially drafted agreement was conducted, and prioritization of the funding was established based on community needs. Currently, in order to continue supporting the established Healthy Communities Initiative, the St. Jude Hospital Board of Trustees Community Benefit Committee has approved a Healthy Communities grant of up to \$58,000 to the City. The purpose of the grant is to partner with the City to assist in the reduction and prevention of obesity by supporting residents to increase physical activity and healthy eating in low-income neighborhoods.

Additionally, the grant will allow the City to retain grant writing consultants to identify and apply for grants that promote healthy eating and physical activity, including a plan to implement the

1.f.
July 21, 2020

Placentia “Healthy Eating Active Living Resolution” (“HEAL”) to become a “Fit City”, will fund food programs at the Whitten Community Center, and will allow for the addition of pathway lighting to be installed at Kraemer Memorial Park and Parque de los Niños.

This action will approve an agreement with St. Jude to accept a \$58,000 Restricted Project Grant focusing on obesity reduction and prevention in the low-income neighborhoods located within the City.

RECOMMENDATION:

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

1. Approve a Restricted Project Grant Agreement with St. Jude Hospital to accept a \$58,000 Healthy Communities Initiative Grant to support community health and wellness; and
2. Approve Resolution No. R-2020-XX, a Resolution of the City Council of the City of Placentia, California authorizing a budget amendment in Fiscal Year 2020-21 in compliance with City Charter of the City of Placentia §§ 1206 and 1209 pertaining to appropriations for actual expenditures; and
3. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

DISCUSSION:

Over the past four (4) years, St. Jude has awarded the City over \$200,000 in grant funds to support program and policy changes, improve existing outdoor activity spaces, and incorporate health and wellness aspects when developing or refining City policies to assist in the reduction and prevention of obesity in the low income neighborhoods located within the City.

To continue this effort, in early 2020, St. Jude approached the City to continue working on the Healthy Communities Initiative to support community health and wellness in Fiscal Year (FY) 2020-21. The partnership between St. Jude and the City has been extremely successful over the past four (4) years and has provided thousands of dollars in facility renovations including repairs of the rubberized surfacing for two (2) parks, re-plastering of both community pools, and the addition of exercise equipment at three (3) parks. Additionally, the ongoing grant funding has provided funding for the grant writing services and for program scholarships to assist families with registration fees associated to active recreational programming.

While drafting the Healthy Communities Initiative grant agreement in early 2020 for the FY 2020-21, St. Jude determined the City would receive \$48,000 to support health and wellness programming/projects through December 31, 2020. The City budgeted \$48,000 in the FY 2020-21 budget in anticipation of receipt of these grant dollars. Due to the COVID-19 pandemic

experienced in March 2020, the final grant agreement was delayed as St. Jude and the City reevaluated the priorities for the anticipated funding. It was determined by the City in June 2020, that funding for emergency food assistance programs was a high priority as the COVID-19 pandemic caused a greater need for emergency food assistance among the community. The City approached St. Jude requesting the grant agreement include a funding allocation for emergency food assistance programs at the Whitten Community Center. St. Jude approved the funding allocation for the community food programs and increased the initial grant award of \$48,000 by \$10,000 for a total amount of \$58,000 to be expended by December 31, 2020.

In order to meet this goal, the City submitted a proposal to St. Jude to concentrate efforts on grant writing services focusing on increased education of nutrition and physical education, purchasing pathway lighting poles for two (2) community parks, and providing the needed funding for the continuation of food programs conducted at the Whitten Community Center. St. Jude has accepted the City's proposal and awarded \$58,000 to support the following activities:

- **Grant Writing Services - \$10,000**

The City will hire professional grant writers to assist Staff with identifying and applying for grant funding in the areas of healthy communities, park improvement, and opportunities that will promote physical activity and nutrition education in low-income neighborhoods

- **Park Walking Path Lighting - \$43,000**

The City will utilize grant funding to purchase up to twenty (20) light poles to be installed on the walking paths of Kramer Memorial Park and Parque de los Niños to increase use of the walking paths and provide greater lighting in the evening hours for users and ensure a safer quality experience.

- **Food Programs at Whitten Community Center - \$5,000**

The City will utilize these funds to continue providing food programs to the community. Food programs will be located at the Whitten Community Center and will serve all Placentia residents. The City will support current food programs with the funding and will seek additional programs to support community needs.

FISCAL IMPACT:

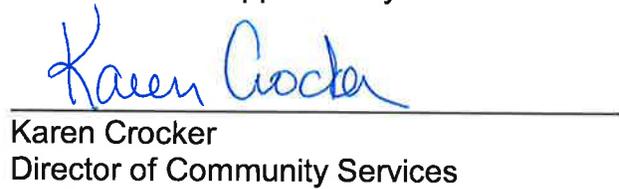
The agreement with St. Jude will provide \$58,000 in grant funding. Prior to the COVID-19 pandemic, St. Jude determined the City would receive up to \$48,000 in grant funding. In anticipation of receiving this funding, the City budgeted \$48,000 in the St. Jude grant fund for FY 2020-21 during the budget preparation. As the COVID-19 pandemic unfolded, it became apparent to the City and to St. Jude that grant funding would need to be reevaluated to better meet the needs of the community during this difficult time. Therefore, the decision was made to increase the grant amount from \$48,000 to \$58,000 to better serve these community needs. The increase of the grant will require a budget resolution in order to allocate the funds appropriately.

The grant term will encompass expenditures from July 1, 2020 through December 31, 2020, unless otherwise agreed upon in writing by both St. Jude and the City. The funding will include grant expenditures of \$10,000 towards grant writing services focused on nutrition and physical activity and nutrition education, \$43,000 towards park walkway lighting, and \$5,000 for community food programs. The grant does not require any matching funds from the City. No General Fund dollars will be used on these projects.

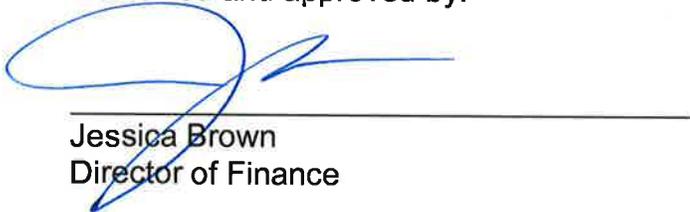
Prepared by:


Veronica Ortiz
Community Services Supervisor

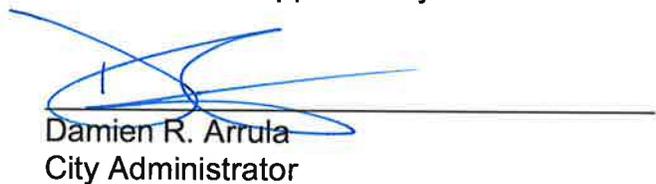
Reviewed and approved by:


Karen Crocker
Director of Community Services

Reviewed and approved by:


Jessica Brown
Director of Finance

Reviewed and approved by:


Damien R. Arrula
City Administrator

Attachments:

1. St. Jude Hospital Restricted Project Grant Agreement
2. Resolution R-2020-XX – Budget Amendment Resolution

St. Jude Hospital
Restricted Project Grant Agreement
City of Placentia
Grant Number 202006

This Restricted Project Grant Agreement (“Agreement”) upon execution on behalf of Grantee in the spaces provided for signature will evidence Grantee’s agreement with and commitment to City of Placentia (“City”) as follows:

I. Grantee’s Status

This grant is specifically conditioned upon Grantee’s status as an eligible grantee of St. Jude Hospital (“Hospital”) in accordance with this section. Grantee warrants and represents that it is a public organization. Grantee will notify the Hospital immediately of any actual or proposed change in tax status.

II. Purposes of Grant

To prevent and reduce obesity by assisting the City of Placentia in supporting residents to increase physical activity and eat healthier.

This grant is made only for the specific charitable purposes described in the Agreement as part of the hospital’s community benefit program. The grant funds may not be used for any other purpose without prior written approval from the Hospital.

III. Use of Grant Funds and Mutual Expectations

These grant funds will be used as follows:

1. SJMC will provide \$10,000 to hire consultant/staff to identify potential grant opportunities that will enhance physical activity and nutrition education in low-income neighborhoods. The city agrees to establish an interdepartmental head committee to review and prioritize grant opportunities, selecting a minimum of three grants to submit for funding. The consultant/staff will write and submit three grants based on the interdepartmental head committee recommendations.
2. The above mentioned interdepartmental committee shall also oversee the implementation of the Placentia “Healthy Eating Active Living Resolution”. City will work with the “Let’s Get Healthy” committee to pass a policy or ordinance that promotes healthy nutrition and increased physical activity thereby helping to create a culture of health in the city.
3. Hospital will provide \$5,000 to the City for the support of food distribution at the Whitten Center. The City will commit to weekly CalFresh enrollment availability for residents (assistance/training from SHFB or 211).
4. Hospital will provide up to \$43,000 for the City to purchase 10 (20 total for both parks) 12 ft. lighting for each of the Kraemer (\$21,500) and Parque de los Ninos (\$21,500) Park sites. This will increase the safety at the parks and increase the physical activity opportunity for children, teens

and adults at two targeted low-income neighborhoods. The city shall be responsible for site preparation, installation and maintenance of the lighting.

5. Partner with Placentia Collaborative on the “Get Healthy Placentia” Campaign and designate a city staff or commissioner to work with the collaborative to lead a subcommittee of the Parks and Recreation or Planning Commission.
6. Placentia will provide a Mid-Year and Final Project Report to Hospital documenting the use of funds and Project progress and will participate in the initiative evaluation that is being done by California State University Fullerton.

IV. Amount of Grant

\$29,000 payable upon receipt of this executed Agreement and the remaining amount after the mid-year report is received and if adequate progress is documented.

V. Period of Grant

Grant funds are to be applied to expenses incurred for the period July 1, 2020 to December 31, 2020 unless otherwise agreed upon in writing by the Hospital and the City.

VI. Terms and Conditions of Grant

Grantee agrees that the grant is subject to the following conditions:

A. Expenditure of Grant Funds

1. Use of Funds. Grantee must spend the grant funds only for the purposes described above.
2. Prohibited Uses. Grantee shall not use any of the funds from this grant in a manner inconsistent with Section 501 (c) (3) of the Code, including:
 - a. carrying on propaganda, or otherwise attempt to, influence legislation,
 - b. influencing the outcome of any specific public election,
 - c. carrying on directly or indirectly any voter registration drive.
 - d. inducing or encouraging violations of law or public policy
 - e. causing any private inurement or improper private benefit to occur.

- B. Return of Funds.** Grantee shall return to the Hospital any unexpended grant funds under the following conditions:

1. If the Hospital, in its reasonable discretion, determines that the Grantee has not performed in Accordance with this Agreement;
or
 2. Any portion of the funding is not used for grant purposes.
- C. Records, Audits. Funds provided by the Hospital shall be accounted for in the Grantee's books and records. The Grantee shall retain original substantiating documents related to restricted grant expenditures and make these records available for the Hospital's review upon request. The Collaborative reserves the right, upon written notice, to audit the Grantee's books and records relating to the expenditure of any funds provided by the Hospital as a restricted grant.
- D. Reports. Grantee shall make a written report to the Hospital by September 30, 2020 for the period 7/1/20-9/15/20 and by January 15, 2021 for the full term of the grant reporting on the grants submitted and their status, progress toward HEAL Fit City designation, healthy food and beverage or physical activity policy, progress of lighting purchase and installation at Kraemer and Parque de los Ninos Parks, number of residents enrolled in CalFresh.
- E. Budgets. Expenditures of grant funds must be made substantially in accordance with the grant budget, which is attached as Exhibit A. Any material changes from the budget must be approved in advance by the Hospital.
- F. Licensing and Credentials. The Grantee hereby agrees to maintain, in full force and effect, all required governmental or professional licenses and credentials for itself, its facilities, and for its employees and all other persons engaged in work in conjunction with this grant.
- G. Management and Organizational Changes. The Grantee agrees to provide immediate written notice to the Hospital if significant changes or events occur during the term of this grant which could potentially impact the progress or outcome of the grant, including, without limitation, changes in the Grantee's management personnel or losses of funding.
- H. No Agency. Grantee is solely responsible for all activities supported by the grant funds, and in the manner in which any such product may be disseminated. This Agreement shall not create any agency relationship, partnership, or joint venture between the parties, and Grantee shall make no such representation to anyone.
- I. No Waivers. The failure of the Hospital to exercise any of its rights under this agreement shall not be deemed to be a waiver of such rights.
- J. No Further Obligations by the Hospital. This grant is made with the

understanding that the Hospital has no obligation to provide other or additional support or grants to the Grantee.

- K. Remedies. If the Hospital determines, in its reasonable discretion, that Grantee has substantially violated or failed to carry out any provision of this Agreement, including but not limited to failure to submit reports when due, the Hospital may, in addition to other legal remedies it may have, refuse to make any further grant payments to Grantee under this or any other grant agreement and the Hospital may demand return of all or part of the grant funds not properly spent or committed to third parties, which Grantee shall immediately pay to the Collaborative. The Hospital may also avail itself of any other remedies available by law.
- L. Indemnification. Grantee irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Hospital, its officers, directors, employees and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from and in connection with any act or omission of Grantee, its employees, or agents in applying for or accepting the grant, in expending or applying the grant funds, or in carrying out any project or program to be supported by the grant, except to the extent that such claims, liabilities, losses, or expenses arise from or in connection with any act or omission of the Hospital, its officers, directors, employees, or agents.
- M. Entire Agreement: Amendments and Modifications. This Agreement constitutes the entire agreement of the parties with respect to its subject matter supersedes any and all prior written or oral agreements or understandings with respect to the subject matter hereof. This Agreement may not be amended or modified, except in writing signed by both parties.
- N. Governing Law. This Agreement shall be governed by the laws of the State of California.

VII. Acceptance of Agreement

The Hospital reserves the right to withhold or suspend payments of grant funds if the Grantee fails to comply strictly with any of the terms and conditions of this Agreement.

If this Agreement correctly sets forth your understanding and acceptance of the arrangements made regarding this grant, please countersign and return to the Hospital.

Accepted on behalf of City of Placentia by:

Authorized Signature

Date

Printed Name

Title

Accepted on behalf of St. Jude Hospital by:

Authorized Signature

Date

Printed Name

Title

Exhibit A

**Grant Number 202006
Budget**

Budget Item	Amount
Grant writing consultant to identify opportunities for increased physical activity and nutrition education in Placentia	\$10,000
Purchase of 10 (total 20 for both) 12 ft lighting for McFadden Park \$16,500 and Gomez Park \$16,500; City will fund installation costs of lighting in park	\$43,000
Participation expenses/support for food distribution at Whitten Center	\$5,000
TOTAL EXPENSES	\$58,000

RESOLUTION NO. R-2020-49

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING A BUDGET AMENDMENT IN FISCAL YEAR 2020-21 IN COMPLIANCE WITH CITY CHARTER OF THE CITY OF PLACENTIA §§ 1206 AND 1209 PERTAINING TO APPROPRIATIONS FOR ACTUAL EXPENDITURES

A. Recitals.

(i). The adopted budget for the 2020-21 Fiscal Year sets out estimated appropriations for City expenses throughout the year.

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

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

B. Resolution.

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

1. In all respects as set forth in the Recitals, Part A., of this Resolution.
2. The adopted budget for Fiscal Year 2020-21, Resolution No. R-2020-38, is hereby amended to reflect the following expenditure of funds from the Account specified to the Account specified:

Fund	Description	Department	GL Account	Amount	Type
St. Jude Healthy Communities Grant	Professional Services	Community Services	504070-6099	\$15,000	Revenue
St. Jude Healthy Communities Grant	Machinery and Equipment	Community Services	504070-6840	\$43,000	Revenue
St. Jude Healthy Communities Grant	Professional Services	Community Services	504070-6099	\$15,000	Expense
St. Jude Healthy Communities Grant	Machinery and Equipment	Community Services	504070-6840	\$43,000	Expense

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

PASSED, ADOPTED AND APPROVED THIS 21ST DAY OF JULY 2020.

Ward L. Smith, 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 21ST day of July 2020 by the following vote:

Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: ASSISTANT TO THE CITY ADMINISTRATOR/ED MANAGER

DATE: JULY 21, 2020

SUBJECT: CITY COUNCIL CHAMBERS VIDEO RENOVATION PROJECT IN RESPONSE TO COVID-19

FISCAL
IMPACT: EXPENSE: \$75,000
REVENUE: \$75,000 CARES ACT FUNDING

SUMMARY:

On March 4, 2020, Governor Newsom proclaimed a State of Emergency as a result of the threat of the COVID-19 virus. On March 17, 2020, Governor Newsom issued Executive Order N-29-20, which temporarily suspends requirements of the Brown Act allowing City Council Members to hold public meetings via teleconferencing and make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to observe and to address the City Council. All City Council meetings are available to view live on AT&T U-verse (Channel 99), Spectrum (Channel 3), and online at www.placentia.org/pctv.

Since the implementation of these safety measures, the City has received several inquiries from the public regarding the video quality of the online live stream of City Council Meetings. In particular, the Staff PowerPoint presentations are very difficult to read due to the current low resolution of 480i. In direct response to COVID-19, this action approves the upgrades to the City Council Chamber to a 1080p resolution which will result in higher quality video for the public to view on the City's live stream.

RECOMMENDATION:

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

1. Authorize the City Administrator to enter into an agreement with VMI Broadcast and Professional Video for the purchase and installation of audio and visual upgrades for the City Council Chamber for a total project cost of not-to-exceed amount of \$75,000; and
2. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

**1.g.
July 21, 2020**

DISCUSSION:

The scope of this Project entails the audio and visual upgrades to the Chambers located at City Hall. The proposed improvements will provide for an updated 1080p resolution to provide high definition (HD) live streaming for all City Council Meetings. The renovation work includes new cameras, video switcher, HD recorders, cable channel control system, digital carousel, routing system, distribution amplifiers, converters, and wiring. This equipment will allow for ease of producing meetings within the chambers, scheduling of special events or providing additional information on the City’s cable channels and providing higher definition presentations to the public for those persons that cannot attend the meeting due to the COVID pandemic. Collectively, the aforementioned scope of work will also enhance the City’s transparency efforts by providing improved video quality for our cable channel and online viewing of City Council Meetings, community meetings, and events held within the Chambers.

The City received three separate quotes from experienced vendors for this project:

Vendor	Quote
VMI Broadcast and Professional Video	\$56,487.81
Matrix Audio Visual Designs, Inc.	\$71,278.03
Western Audio	\$75,008.94

Staff is recommending awarding the contract to VMI Broadcast and Professional Video (VMI) in the amount of \$56,487.81. In addition, Granicus requires the purchase of an encoder to enable the City to stream in high definition for a cost of \$10,700. The City will provide a contingency amount of \$7,812.19 for a total project cost of not-to-exceed amount of \$75,000. Upon City Council direction, Staff will finalize the agreement with VMI for the purchase and installation of the audio and visual upgrades to the Chamber. The project will begin in late July and will take approximately 3-4 weeks to complete. Testing will take place prior to the September 1, 2020 City Council Meeting.

FISCAL IMPACT:

A total of \$75,000 in CARES Act Funds has been determined to be eligible for this Project. No General Fund dollars will be utilized for this Project.

Submitted by:

Reviewed and approved:



Jeannette Ortega
Assistant to the City Administrator/
Economic Development Manager



Jessica Brown
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF FINANCE

DATE: JULY 21, 2020

SUBJECT: **SOLE SOURCE PROFESSIONAL SERVICES AGREEMENT WITH KOA HILLS CONSULTING FOR CONSULTING SERVICES FOR THE FINANCE ENTERPRISE SYSTEM UPGRADE**

FISCAL

IMPACT:	EXPENSE:	\$ 148,750	Professional Services
	BUDGET:	\$ 24,000	2020-21 Operating Budget.(102020-6099)
		\$ 125,000	2020-21 CIP Budget (Project No. 6103)

SUMMARY:

On October 17, 2017, the City Council approved a Professional Services Agreement for the comprehensive upgrade to the citywide finance enterprise system with Superior (now Central Square) in the amount of \$292,024.58 as it had reached the end of its useful lifespan and was set to be no longer updated or supported by the vendor. Due to staffing shortages, the City has not been able to successfully implement the upgrade. Subsequently, the City was notified that the upgrade needed to be completed by October 31, 2020 but was successful in negotiating a completion date of December 31, 2020, at which time Central Square will no longer support or host the City's current version of the finance enterprise system and the City must implement the necessary upgrade by then.

Due to the critical nature of the project, the aggressive project timeline, and insufficient in-house finance enterprise system expertise, it has been determined that in order to avoid an impact in the delivery of essential public services, consulting services in support of the finance enterprise system upgrade are necessary.

The City is recommending the approval of a sole source Professional Services Agreement with Koa Hills Consulting (Koa Hills) to ensure the upgrade is implemented successfully, on-time, and with minimal impact to City end-users and ensure continuous delivery of essential public services. It is also recommended that the City Council waive the competitive solicitation requirements and authorize the City Administrator to execute a professional services agreement with Koa Hills Consulting.

RECOMMENDATION:

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

1.h.
July 21, 2020

1. Approve the sole source Professional Services Agreement with Koa Hills Consulting in the amount of \$148,750 for finance enterprise system upgrade consulting services; and
2. Waive bidding requirements as sufficient justification for a sole source professional services agreement exists.

DISCUSSION:

The City is currently operating in IFAS 7.9 which not only functions as the City's financial accounting system but is also used to generate bi-weekly payroll and required reports. The City has been using this version of the software for the past 13 years and is now required to upgrade to ONESolution 19.2. Central Square is still supporting the software on a very limited basis through the end of 2020, however no new updates to the software are being issued. Additionally, due to Central Square phasing out IFAS 7.9 in December 2020, they do not have the available resources to assign to the City to provide the level of support needed to implement the needed upgrade with the existing City resources.

After researching the City's options (including inquiring with Central Square regarding known consultants, contacting other agencies currently using IFAS 7.9, and the City's current IT consultant), it was determined that Koa Hills is the only consulting firm that has the necessary experience specifically in upgrading organizations from IFAS 7.9 to ONESolution 19.2 and currently possesses the available resources to support the City. Koa Hills has a deep understanding of IFAS 7.9 and ONESolution 19.2 as the majority of their Staff have worked directly for the original software company (Superion) with their Staff having a minimum of 7 years and up to 23 years of experience with the software. Their experience includes implementation, support, product management, project management, and development in the areas of general ledger, budget, core financials, human resources and payroll, and reporting. Koa Hills will not only provide the City the necessary expertise and system knowledge to ensure a successful upgrade but will also allow Finance Staff to receive the full breadth of training and knowledge transfer which is in the best interest of the City. Koa Hills' understanding of the City's current and future operational needs, and its IFAS system expertise, makes it uniquely qualified to support the migration from IFAS 7.9 to ONESolution 19.2.

In addition, Koa Hills is already providing consulting services to the City in programming IFAS 7.9 payroll module to support the City's Fire and Life Safety Department requirements and their expertise is recognized by City Staff as being extremely valuable. Lastly, Staff has conducted a cost analysis of Koa Hills' price proposal and has determined that the firm's price for the services is fair and reasonable. Central Square hourly rates range from \$160.00 to \$225.00 with a weighted average of \$185.68 per hour and a total of 565 hours remaining. Koa Hills is proposing a flat rate of \$175.00 per hour with a total of 850 hours.

Section 10 Specifications, A. Sole Source Specifications of the City's Purchasing Policy states that although sole source specifications shall be avoided whenever possible, the appropriate authority (in this case City Council) may waive bidding requirements if sufficient written justification for a sole source purchase exists. For the reasons set forth in the above paragraphs, procuring the services from Koa Hills meets this standard and is in the best interests of the City as a

determination has been made that following competitive procedures would be unavailing due to the high level of institutional knowledge required to provide such support within the IFAS migration timeline. Staff has determined that awarding a Professional Services Agreement to Koa Hills meets the City's requirements for a sole source non-competitive procurement.

FISCAL IMPACT:

The fiscal impact associated with the approval of this item is \$148,750. Funding for this Professional Services Agreement is available in the City's Adopted 2020-21 Operating Budget in both the Finance Department and CIP budgets. The Finance Department's budget includes \$100,000 (Account No. 102020-6099) for IT Consulting Services, Financial Consulting Services and Other Consulting Services. Additionally, the CIP budget includes \$150,000 for the finance enterprise system upgrade (Project No. 6103), for a total of \$250,000. It is anticipated that of the available budget approximately \$25,000 will be needed for the upgrade project for Central Square; \$56,000 for M Jack Brooks, JD; and \$20,000 for Harrell & Company Advisors, LLC for other Finance special projects resulting in the remaining budget of \$149,000 for the recommended Koa Hills agreement.

Prepared by:



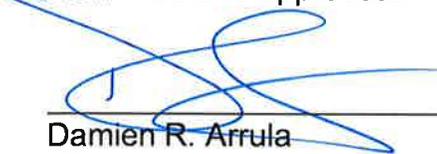
Jessica Brown
Director of Finance

Reviewed and approved:



Jessica Brown
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Professional Services Agreement – Koa Hills Consulting

**CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH
KOA HILLS CONSULTING**

THIS AGREEMENT is made and entered into this 21st Day of July, 2020, ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and KOA HILLS CONSULTING, a Nevada Limited Liability Corporation ("Consultant").

W I T N E S S E T H:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide finance enterprise system upgrade consulting services as more fully described herein; and

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

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

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

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

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

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

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

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

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A". Consultant's total compensation shall not exceed One Hundred Forty-Eight Thousand Seven Hundred and Fifty Dollars (\$148,750.00).

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.

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

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

3.0. TIME OF PERFORMANCE

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

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

extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of eleven (11) months, ending on June 30, 2020, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

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

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

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

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

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all 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.

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

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

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

Koa Hills Consulting
PO BOX 58
Reno, NV 89504
Tel: (360)450-8188

Attn: Mike Monroe, CEO

IF TO CITY:

City of Placentia
401 E. Chapman
Placentia, CA 92870
Tel: (714)993-8229

Attn: Jessica Brown
Director of Finance

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

Ward L. Smith, Mayor

Date: _____

ATTEST:

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

CONSULTANT

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Rosanna Ramirez, Risk Management

Date: _____

APPROVED AS TO CONTENT:

Project Manager

Date: _____

DEPARTMENTAL APPROVAL

Name, Title

Date: _____

EXHIBIT A
CONSULTANT'S PROPOSAL AND SCOPE OF WORK

Scope of Work
Finance Enterprise Upgrade & Project Management Services



1 Introduction

This Statement of Work ("SOW") between the City of Placentia, hereby known as "Customer" and Koa Hills Consulting, hereby known as "Koa Hills", describes tasks and initiatives relating to two needs at the city:

1. Upgrade to the Finance Enterprise version of Central Square Technologies's ("CST") Enterprise Resource Planning ("ERP") system, and
2. Provide project management services for the upgrade project

This document outlines the following:

- The scope of services being contracted for from Koa Hills
- A partial list of Customer roles and responsibilities and performance expectations.
- Timeframe for Koa Hills services, including definition of project phases and milestones for measuring project status.
- Definition of project activities by phase, with clarification on which party owns each activity.
- Identification of critical success factors, project assumptions, and risks.
- An estimation of selected project implementation costs.

2 Scope of Services

Initiatives or tasks not described in this SOW are agreed to be out-of-scope and not included in the SOW. Either party may communicate change requests to the other party through an agreed-upon Change Order Process. The scope for this SOW is defined below.

2.1 Organizational Scope

The organizational scope includes all Customer departments, divisions, or other functional areas that use IFAS.

2.2 Geography and Language Scope

The geographical scope includes the United States and the City of Placentia. Koa Hills will schedule team members either to be onsite at the City of Placentia or to be available remotely, as appropriate.

2.3 User Scope

The user scope includes all of the Customer's active IFAS users.

2.4 Project Management Scope - 200 Hours

The scope of Project Management here is to take the role of the City Project Manager in managing each phase of the project. In this regard, Koa Hills Consulting will work with the City of Placentia's designated point of contact, and is considered the same as "client" or "customer". The goal is to ensure that project deliverables are provided as specified, on time and on budget.

Key tasks of project management to be performed by Koa Hills include:

- May serve as the client side subject matter expert in all interactions with vendor (training sessions and project discussions)
- Schedule and manage Koa Hills resources
- Ensure that Koa Hills project deliverables are fulfilled
- Conduct regular status meetings with core project team members

- Serve as the main point of contact for the City with CST on this project
- Serve as the City Project Manager in monitoring and reporting on project status
- Collaborate with CST project management on the scheduling of resources and tasks
- Ensure that CST project deliverables are fulfilled
- Monitor the progress of project tasks
- Monitor and control the project schedule
- Track the project budget
- Serve as the initial escalation point for all project issues
- Manage project change requests
- Conduct monthly status meetings with the Customer Steering Committee

For the successful delivery of this project, the following requirements have been agreed upon:

- Customer will continue to provide strong, effective executive sponsorship for the project.
- Customer will provide adequate, qualified staff resources to complete the project
- Customer will furnish and maintain necessary infrastructure for the project to Koa Hills and to Customer's users, including but not limited to:
 - Both remote and local network access
 - Work space and workstation connectivity to all IFAS/Finance Enterprise servers and applications

The table below highlights Project Management deliverables for this project.

Deliverable	Description
Statement of Work	Defines the scope of services to be provided by Koa Hills, the expected timeline, and costs
Project Charter	Defines high-level objectives, success criteria, assumptions, risks, timeline, budget and project governance structure - Provided by Koa Hills with assistance from the City
Project Schedule	Defines all summary activities, deliverables and milestones as well as the resources assigned, due dates and task dependencies - Provided by Koa Hills with assistance from City
Task List	Tracks detailed project tasks required to complete project deliverables - Provided by Koa Hills with assistance from City
Issues Log	Tracks issues, priority, impact, owners, and status - Provided by Koa Hills with assistance from City
Risk Register	Tracks risks, likelihood, impact, risk owners, and mitigation strategies - Provided by Koa Hills with assistance from City
Budget Tracker	Tracks actual expenditures versus planned expenditures - Provided by Koa Hills with assistance from City
Status Reports	Communicates key project information to the Customer's Steering Committee - Provided by Koa Hills with assistance from City

2.5 Technical Consulting Scope - 650 (Onsite and or Remote)

The table below highlights major Project initiatives, and identifies primary and secondary responsibility for each.

Service / Task	Description	Primary Responsibility	Secondary Responsibility
System Configuration	Koa Hills will assist with any system issues related to the creation of the Finance Enterprise environment, cutover to live, creation of test account, and creation of users and user security profiles.	COP/CST	Koa Hills
Develop Training and Testing Plans	Koa Hills will assist COP in creating training and testing plans for normal business practices as well.	COP	Koa Hills
Business Process Development	Koa Hills will collaborate with COP to develop business processes appropriate to the Finance Enterprise environment.	Koa Hills	COP
Testing	Koa Hills will be a resource to coordinate testing and assist where necessary.	COP	Koa Hills
Test Existing Interfaces	Koa Hills will assist testing existing interfaces	COP	Koa Hills
Technical development Interfaces	Koa Hills will allocate 40 hours to helping the City with interface development as needed. Should this estimation be insufficient Koa Hills will let the City know at the earliest possible time.	Koa Hills	COP
Test Existing Custom Functionality	Koa Hills will assist COP in developing possible alternative methods (eg, business process change, report or custom tool development) to replace current custom functionality if required	COP	Koa Hills
Training	Koa Hills will provide core team training, and some end-user training; once trained, the COP core team will provide the majority of the training to the end users.	COP	Koa Hills
Report Development	Koa Hills will collaboratively fix existing reports and design new reports needed, develop the reports using CDD, and will assist as necessary with testing and troubleshooting the reports.	Koa Hills	COP
Project Management	Koa Hills will assist with providing support to complement the client-side project management provided by COP. (See section 2.4 above)	Koa Hills	COP

3 Period of Performance

The Period of Performance of this project will begin on **08/01/2020** and end on **05/01/2021**.

This section defines the proposed timing for this project, including the overall project timeline and phase definition.

Key project assumptions and constraints were factored into the project plan.

3.1 Project Milestones

The table below defines project milestone dates, including estimated start and completion dates for each phase.

Milestone	Estimated Completion
Training plans developed for Finance Enterprise	8/1/2020
Finance Enterprise environment working, user profiles created (In TEST)	9/1/2020
Test plans developed	8/1/2020
Report and Workflow testing complete	8/15/2020
Electronic interfaces tested	9/1/2020
Custom functionality tested and addressed as needed	10/15/2020
New processes defined and documented - Finance Enterprise	11/15/2020
Process testing complete - Finance Enterprise	12/30/2020
User profiles tested, users trained in login procedures & navigation	12/30/2020
Training Complete - Finance Enterprise	12/30/2020
Go Live on Finance Enterprise	1/1/2021
Go Live support and issue resolution assistance	3/31/2021
Overall Project	4/1/2021

4 Project Assumptions, Success Factors and Risks

In planning the project, there may be unknown issues that must be identified by the Customer and Koa Hills to mitigate risk in the project. This section defines assumptions, dependencies, risks and risk mitigation.

4.1 Assumptions

Assumptions are factors that are considered to be known as true by the Customer and Koa Hills when planning for this project. The list of assumptions made for this project are as follows:

- Customer has the will and the authority to enter into the project.
- Adequate funding will be available to complete the project.
- Customer will provide required resources and fulfill Customer's project responsibilities.
- Access from CST Finance Enterprise Test and Production accounts is given on a timely basis.
- CST will deliver interfaces and custom functionality in a timely manner.

4.2 Success Factors

The Customer and Koa Hills shall identify dependencies on tasks or items for successful execution of the project:

- Strong and active executive sponsorship
- Clearly-defined goals, expectations and timelines
- Effective organizational communication
- Commitment of organizational resources to project-related tasks
- Timely availability of system infrastructure (prior to project kickoff)
- Reliable system access for Koa Hills, Customer project team and end users
- Effective end user training

4.3 Risks and Mitigation

Risks and issues shall be tracked in an agreed-upon method by both the Customer and the Koa Hills, including escalation to the project team for review and arbitration.

Definitions:

For the scope of this project a **risk** is defined as a potential issue that may affect project scope or timeline. Risks shall be identified as early as possible, categorized accordingly to impact (Low, Med, High, Critical occurrence).

For the scope of this project an **issue** is a risk that has occurred, and presents a challenge to the project. Issues shall be prioritized (Low, Med, High, Critical) and assigned for resolution to the integrated project team.

Risk Description	Impact of Risk	Probability Of Occurrence	Risk Mitigation Strategy	Responsibility
Project Team turnover (Customer)	High	Medium	Customer will endeavor to retain key project personnel, as well as skilled and experienced system support staff.	Customer
Project Team turnover (Koa Hills)	Medium	Low	Koa Hills will continue to provide access to skilled and experienced consultants; Koa Hills will document project progress and issues and communicate project status regularly within the project team and to stakeholders.	Koa Hills
Non-performance by project team, administration, or end users	Critical	Low	Customer will provide strong executive sponsorship to effect change when needed.	Customer
Absenteeism of key project resources.	High	Medium	Customer will provide strong executive sponsorship to effect change when needed.	Customer
End user resistance	High	Medium	Customer will provide strong executive sponsorship to effect change when needed.	Customer

5 Project Organization and Participation

Core team roles and responsibilities

Executive Sponsors	<p><i>Provides authority and funding for the project.</i></p> <p>Responsibilities: Initiates project; commits Customer resources; ensures Customer performance; removes project roadblocks relating to internal structural, organizational, political, or funding issues. Membership: Project Sponsor(s)</p>
Steering Committee	<p><i>Provides clear strategic direction, key decisions and sets priorities.</i></p> <p>Skills: senior executive experience, thorough understanding of cross-functional business drivers, excellent communications Responsibilities: strategic direction, sets priorities, approves goals, key measures, reviews risks, critical issues, business impact and deliverable sign-off Membership: Project Sponsor, Customer PM, Koa Hills PM, key business owners</p>
Customer Team	<p><i>Executes project tasks in accordance with the project scope and period of performance.</i></p> <p>Project Manager: Provides overall responsibility for the project:</p> <ul style="list-style-type: none"> ● Perform project governance (i.e. project communication, regular status updates and reporting) ● Act as the primary point of contact for the customer throughout the course of a deployment ● Schedule and manage Koa Hills resources to implement this project <p>Team Lead:</p> <ul style="list-style-type: none"> ● Make day-to-day project decisions as needed to execute tasks ● Provides overall Customer project support and works in conjunction with Koa Hills's Project Manager ● Has full accountability in coordinating accomplishment of team members' tasks ● Assume overall responsibility of the integrated project plan ● Take ownership for the implemented technical architecture, including system access for Koa Hills team ● Take ownership for leading the change management ● Take ownership for developing and implementing a training approach and strategy ● Cooperate with Koa Hills to resolve end-to-end problems in the implementation of this project. ● Coordinates customer staff as required to complete the project ● As required, secure access for Koa Hills staff and contractors, to Customer staff, records, and documentation. ● Provide sufficient seating, phone, network, and system access <p>Team members: Subject matter experts for Customer's technical environment and business units; work with Koa Hills Team to execute project tasks.</p>
Koa Hills Team	<p><i>Manages and executes project tasks in accordance with the project scope and period of performance.</i></p>

	<p>Technical Project Director and Technical Project Manager: Provide overall responsibility for Koa Hills portion of the project. These resources liaise with the Customer Project Manager to:</p> <ul style="list-style-type: none"> ● Assist with project governance (i.e. project communication, regular status updates and reporting) ● Provide client side technical client support ● Act as the primary point of contact for the customer throughout the course of a deployment ● Schedule and manage Koa Hills resources to implement this project <p>Team members /Specialists: Subject matter experts in respective areas; work with Customer to execute project tasks.</p>
--	--

6 Acceptance Criteria

The Customer and Koa Hills shall follow best practices throughout phases of the project and identify criteria for completion of project milestones. The Customer has agreed to the following criteria for acceptance of the Koa Hills' completion of work:

- Koa Hills has delivered agreed-upon hours of training and assistance

7 Change Control

In the event that either the Koa Hills or Customer identifies an activity or objective that is beyond the scope of the Services set forth in this SOW, the parties agree to take the following steps:

1. A notice should be provided to both parties which announces the change requested. The following details should be provided as part of an official Change Request:
 - **Change requested** - Description of the scope change needed, including details on how the change relates to project objectives and the impact to the project if the change is not applied.
 - **Estimated project impact** - Estimated impact of the change to the project, including work effort, deliverables, and impact to the overall project timeline.
 - **Estimated cost** - Consolidated estimate which identifies additional costs to implement the change, including labor, hardware, software, or other expenses.
2. If the Change Request is acceptable to all parties, it should be executed by representatives for both Koa Hills and Customer. Once this is complete, work on the Change Request can be started. Any additional costs will be billed according to rates established in the Contract.

8 Project Implementation Costs

Professional Services			
Task Description	Hours	Rate	Cost
Finance Enterprise Upgrade Project Manager	200	175	35,000
Finance Enterprise Upgrade Technical Team	650	175	113,750
Subtotal, Estimated Cost of Services	850		\$148,750

EXHIBIT B
CERTIFICATES OF INSURANCE AND ENDORSEMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/19/2020

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

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

PRODUCER		CONTACT NAME: Betsi Williams	
Betsi Williams(6702322) 560 California Ave		PHONE (A/C, NO, EXT): 775-324-8000	FAX (A/C, NO): 775-324-3007
Reno NV 89509-1450		E-MAIL ADDRESS: bwilliams5@farmersagent.com	
INSURED		INSURER(S) AFFORDING COVERAGE	
KOA HILLS CONSULTING, LLC PO BOX 58		INSURER A: Truck Insurance Exchange	NAIC # 21709
RENO NV 89504		INSURER B: Farmers Insurance Exchange	21652
		INSURER C: Mid Century Insurance Company	21687
		INSURER D: Hiscox Insurance Company INC	10200
		INSURER E: Travelers Companies, INC	25682
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME 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	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	N	606256886	02/20/2020	02/20/2021	EACH OCCURRENCE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea Occurrence) \$ 75,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
C	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY			606256886	02/20/2020	02/20/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE \$
	DED RETENTION \$						CLAIMS-MADE \$ AGGREGATE \$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	UB6K318898-2042-G	02/20/2020	02/20/2021	PER STATUTE OTHER \$ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			UDC-1709705-EO-16	03/03/2020	03/03/2021	Each Claim: 1,000,000 Each Aggregate: 1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Placentia, its elected & appointed boards, officials, agents, employees, & volunteers are add insured with respect to liability arising out of activities performed by/on behalf of Named Insured pursuant to its contract with the City; products & completed operations of the Named Insured; premises owned, occupied/used by Named Insured; autos owned, leased, hired, borrowed by Named Insured. Insurance coverage shall be primary insurance as respects the City of Placentia, its officers, officials, agents, employees, & volunteers. Any other insurance maintained by City of Placentia shall be excess & not be contributory.

CERTIFICATE HOLDER	CANCELLATION
CITY OF PLACENTIA ATTN: CITY ADMINISTRATOR 401 E CHAPMAN 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 <i>Betsi Williams</i>

SSA Elite

INSURED

This section is for policy:	60625-68-86
Assembled-on Date:	05/06/20
Assembled-on Time:	02:33:17
Full Policy Number:	6062568860020
Transaction Number:	005
Operator id:	AFV22

**TRANSACTION:
ENDORSEMENT**

BANNRI

CM057R15 15

BANNRIO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

E4277
1st Edition

Policy Number: 60625-68-86

POLICY CHANGES

Effective Date of Change: 05/05/20

Expiration Date: 02/20/21

Change Endorsement No.: 005

Agent: 67-02-322

Named Insured: KOA HILLS CONSULTING, LLC
PO BOX 58
RENO NV 89504-1265

The following item(s):

	Insured's Name	Insured's Mailing Address
	Policy Number	Company
	Effective / Expiration Date	Insured's Legal Status / Business of Insured
	Payment Plan	Premium Determination
X	Additional Interested Parties	Coverage Forms and Endorsements
	Limits / Exposures	Deductibles
	Covered Property / Location Description	Classification / Class Codes
	Rates	Underlying Insurance

is (are) changed to read {See Additional Page(s)}:

The above amendments result in a change in the premium as follows:

X	No Changes	To Be Adjusted At Audit	Additional Premium	Return Premium
			\$	\$
Authorized Representative Signature:				



Policy Changes Endorsement Description

CHANGE ADDITIONAL INTEREST
ADDL INSURED - OWNERS, LESSEES OR CONTRACTORS - J7239-ED1
CITY OF PLACENTIA
401 E CHAPMAN AVE
PLACENTIA, CA 92870
LOCATION : 200 W 2ND ST APT 605
RENO, NV 89501

ADD ADDITIONAL INTEREST
ADDITIONAL INSURED -J7233-ED1
STATE/POLITICAL SUBDIVISION PERMITS-RELATED TO PREMISES
CITY OF PLACENTIA
401 E CHAPMAN AVE
PLACENTIA, CA 92870
LOCATION : 200 W 2ND ST APT 605
RENO, NV 89501

**Removal
Permit**

If Covered Property is removed to a new location that is described on this Policy Change, you may extend this insurance to include that Covered Property at each location during the removal. Coverage at each location will apply in the proportion that the value at each location bears to the value of all Covered Property being removed. This permit applies up to 10 days after the effective date of this Policy Change; after that, this insurance does not apply at the previous location.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY NUMBER: 60625-68-86

J7239
1st Edition



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

This endorsement modifies insurance provided under the following:

- BUSINESSOWNERS LIABILITY COVERAGE FORM
- BUSINESSOWNERS COVERAGE FORM
- APARTMENTOWNERS LIABILITY COVERAGE FORM
- CONDOMINIUM LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
CITY OF PLACENTIA	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. The following is added to Paragraph **C. Who Is An Insured** of the applicable Coverage Form:

Any person(s) or organization(s) shown in the Schedule is also an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

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

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

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

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

C. With respect to the insurance afforded to these additional insureds, the following is added to Paragraph **D. Liability And Medical Expenses Limits Of Insurance** of the applicable Coverage Form:

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

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

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

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY NUMBER: 60625-68-86

J7233
1st Edition



ADDITIONAL INSURED - STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION - PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

This endorsement modifies insurance provided under the following:

- BUSINESSOWNERS LIABILITY COVERAGE FORM
- BUSINESSOWNERS COVERAGE FORM
- APARTMENTOWNERS LIABILITY COVERAGE FORM
- CONDOMINIUM LIABILITY COVERAGE FORM

SCHEDULE

<p>State Or Governmental Agency Or Subdivision Or Political Subdivision:</p> <p>CITY OF PLACENTIA</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

A. The following is added to Paragraph **C. Who Is An Insured** of the applicable Coverage Form:

Any state or governmental agency or subdivision or political subdivision shown in the Schedule is also an additional insured, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- a. The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners or decoration and similar exposures;
- b. The construction, erection or removal of elevators; or
- c. The ownership, maintenance or use of any elevators covered by this insurance.

However:

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

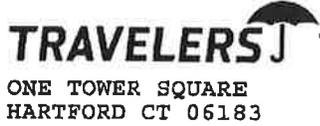
B. With respect to the insurance afforded to these additional insureds, the following is added to Paragraph **D. Liability And Medical Expenses Limits Of Insurance** of the applicable coverage form:

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

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

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

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76 (A) - 001

POLICY NUMBER: UB-6K318898-20-42-G

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT – CALIFORNIA
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

Schedule

Person or Organization

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

Job Description

WEBSITE DESIGN

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

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

Endorsement Effective Insured

Policy No.

Endorsement No. Premium

Insurance Company

Countersigned by _____

DATE OF ISSUE: 01-10-20 ST ASSIGN:



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

FROM: CITY ADMINISTRATOR

BY: ACTING DEPUTY CITY ADMINISTRATOR

DATE: JULY 21, 2020

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA REAFFIRMING PROCLAMATION P-2020-01 AND RESOLUTION NO. R-2020-11 WHICH DECLARED THE EXISTENCE OF A LOCAL EMERGENCY

FISCAL EXPENSES: COST OF MITIGATION OF COVID-19 OUTBREAK
IMPACT: REVENUE: TO BE DETERMINED BY ONGOING DAMAGE ASSESSMENT OF TAX REVENUE FROM HOTEL AND SALES TAX

SUMMARY:

On March 16, 2020, the Placentia City Council passed proclamation P-2020-01 declaring a local emergency. On March 17, 2020, the Placentia City Council passed Resolution R-2020-11 to ratify the proclamation. Section D of the proclamation states "The City Council shall review the need for continuing the local emergency as required by state law until it terminates the local emergency and shall terminate the local emergency at the earliest possible date that conditions warrant." On May 19, 2020 the City Council reaffirmed the local emergency. Due to the continuance of the COVID-19 Pandemic, Per Government Code Section 8630, City Council is requested to reaffirm the local emergency.

RECOMMENDATION:

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

Adopt Resolution No. R-2020-XX, a Resolution of the City Council of the City of Placentia, California, reaffirming Proclamation P-2020-01 and Resolution No. R-2020-11 which declared the existence of a local emergency.

DISCUSSION:

On January 31, 2020, the United States federal government declared a public health emergency in response to growing concern for public health related to the novel coronavirus (COVID-19) pandemic. On February 26, 2020 the County of Orange declared a local health emergency and on March 4, 2020, Governor Newsom declared a state of emergency in California.

1.i.
July 21, 2020

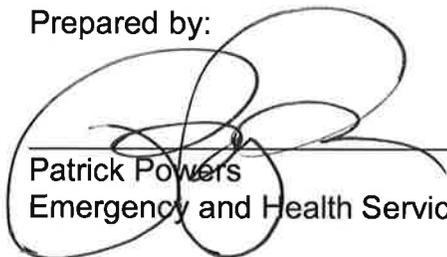
On March 16, 2020, in response to these actions and pursuant to Government Code section 8550 et seq., including Section 8558(c), the Mayor, as the Chairman of the City's Disaster Council and the City Administrator, acting in his lawful capacity as Director of Disaster Services, proclaimed the existence of a local emergency in Placentia (Attachment 1). On March 17, 2020, the City Council ratified the proclamation through its approval of Resolution No. R-2020-11 (Attachment 2).

Pursuant to Government Code Section 8630, the City Council is required to "review the need for continuing the local emergency at least once every 60 days until the governing body (i.e. the City Council) terminates the local emergency. On May 19, 2020, the City Council adopted Resolution 2020-25 to reaffirm Proclamation No. 2020-01 and Resolution R-2020-11. (Attachment 3) Considering the continuing actions by the federal government, the State of California and the County of Orange to control the spread of COVID-19, it is not likely the local emergency will conclude within the normal 60-day period. While the Governor's State of Emergency declaration on March 4, 2020, waives the 60-day requirement of Government Code Section 8630, the City Attorney's Office desires, out of an abundance of caution, for the City Council to continue to follow Government Code Section 8630. Staff therefore recommends the City Council adopt a resolution reaffirming and continuing the current proclamation of a local emergency.

FISCAL IMPACT:

Current federal and state laws allow local jurisdictions to submit for reimbursement for resources expended responding to and recovering from a declared disaster. The City is eligible to recover up to 75% of these expenses. Additional reimbursements are available in the form of C.A.R.E.S Act funding distributed via the County of Orange and the State. Renewal of the emergency proclamation will allow the City of Placentia to seek recovery of the City's expenses utilizing the aforementioned funding sources.

Prepared by:



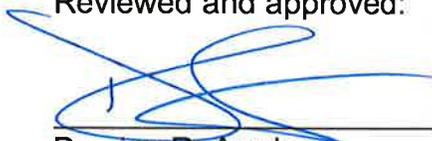
Patrick Powers
Emergency and Health Services Manager

Reviewed and approved:



Rosanna Ramirez
Acting Deputy City Administrator

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Proclamation No. P-2020-01 – Declaring Local Emergency
2. Resolution No. R-2020-11 – Ratifying Declaration of Local Emergency
3. Resolution No. R-2020-25 – Extending Local Emergency
4. Resolution No. R-2020-XX – Reaffirming Local Emergency

PROCLAMATION NO. P-2020-01

A PROCLAMATION BY THE MAYOR OF THE CITY OF PLACENTIA, CALIFORNIA, ACTING AS THE CHAIRMAN OF THE DISASTER COUNCIL OF THE CITY OF PLACENTIA, DECLARING THE EXISTENCE OF A LOCAL EMERGENCY

WHEREAS, Placentia Municipal Code Section 11.12.020(a)(1) empowers the City Administrator to request the Mayor, Acting as Chairman of the Disaster Council of the City of Placentia, to declare the existence or threatened existence of a local emergency when the City is affected or likely to be affected by a public calamity; and

WHEREAS, Government Code Section 8550 et seq., including Section 8558(c), authorize the City Administrator and Chairman of the Disaster Council to proclaim a local emergency when the City is threatened by conditions of disaster or extreme peril to the safety of persons and property within the City that are likely to be beyond the control of the services, personnel, equipment, and facilities of the City; and

WHEREAS, a novel coronavirus, COVID-19, causes infectious disease and was first detected in Wuhan City, Hubei Province, China in December 2019. Symptoms of COVID-19 include fever, cough, and shortness of breath; outcomes have ranged from mild to severe illness, and, in some cases, death. The Center for Disease Control and Prevention (CDC) has indicated the virus is a tremendous public health threat; and

WHEREAS, Chinese health officials have reported tens of thousands of cases of COVID-19 in China, with the virus reportedly spreading from person-to-person. COVID-19 illnesses, most of them associated with travel from Wuhan, are also being reported in 117 countries, with over 44,000 cases, including the United States; and

WHEREAS, on January 30, 2020, the World Health Organization (WHO) declared the outbreak a "public health emergency of international concern" and on March 11, 2020, the WHO has elevated the public health emergency to the status of a pandemic. On January 31, 2020, United States Health and Human Services Secretary Alex M. Azar II declared a public health emergency for the United States to aid the nation's healthcare community in responding to COVID-19. On February 26, 2020 the County of Orange declared a local emergency and a local health emergency. On March 4, 2020, California Governor Gavin Newsom declared a State of Emergency in California; and

WHEREAS, on February 2, 2020, the federal government initiated the suspension of entry of foreign nationals who were in China during the 14-day period preceding their entry or attempted entry into the United States. United States citizens, residents, and their immediate family members who were in China during the 14-day period preceding their entry into the United States are permitted entry but are redirected to one of 11 airports where the CDC has quarantine stations to undergo health screening. Depending on their health and travel history, they will have some level of restrictions on their movements for 14 days from the time they left China. On February 29, 2020, the President expanded restrictions to include all aliens who were physically present within the Islamic Republic of Iran during the 14-day period preceding their entry or attempted entry into the United States, with additional restrictions being imposed on travel from Europe as of March 11, 2020; and

WHEREAS, as of March 12, 2020, the WHO reported that, to date, 125,048 confirmed cases of COVID-19, 4,613 of which resulted in death, across 117 countries; and

WHEREAS, in declaring a State of Emergency, the Governor indicated that, as of March 4, 2020, there were 129 confirmed cases of COVID-19 in the United States, including 53 in California, and more than 9,400 Californians across 49 counties in home monitoring based on possible travel-based exposure to the virus, with officials expecting the number of cases in California, the United States, and worldwide to increase; and

WHEREAS, the Governor and the California Department of Health on March 11, 2020 issued a statement entitled "California Public Health Experts: Mass Gatherings Should be Postponed or Canceled Statewide to Slow the Spread of COVID-19," determining that gatherings should be postponed or canceled across the state until at least the end of March. Non-essential gatherings must be limited to no more than 250 people, while smaller events can proceed only if the organizers can implement social distancing of 6 feet per person. Gatherings of individuals who are at higher risk for severe illness from COVID-19 should be limited to no more than 10 people, while also following social distancing guidelines. Furthermore, essential gatherings should only be conducted if the essential activity could not be postponed or achieved without gathering, meaning

that some other means of communication could not be used to conduct the essential function; and

WHEREAS, the Governor on March 12, 2020 issued Executive Order N-25-20, ordering, inter alia, that all residents are to heed the orders and guidance of state and local public health officials; and

WHEREAS; on March 13, 2020, the President of the United States issued a proclamation declaring the COVID-19 outbreak in the United States as a national emergency, beginning March 1, 2020; and

WHEREAS, the City of Placentia has the power to impose measures to promote social distancing including but not limited to limitations on public events; and

WHEREAS, Placentia is a densely populated city within Orange County, which is the sixth largest county in the United States, with one of the highest population densities; and

WHEREAS, conditions of extreme peril to the safety of persons and property have arisen due to the potential introduction of COVID-19 to Placentia and Orange County; and

WHEREAS, such conditions are beyond the control of the services, personnel, equipment, and facilities of the City and require the combined forces of other political subdivisions to combat; and

WHEREAS, it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases, to implement measures to mitigate the spread of COVID-19, and to prepare to respond to an increasing number of individuals requiring medical care and hospitalization; and

WHEREAS, if COVID-19 spreads in California at a rate comparable to the rate of spread in other countries, the number of persons requiring medical care may exceed locally available resources, and controlling outbreaks minimizes the risk to the public, maintains the health and safety of the community, and limits the spread of infection in the community and within the healthcare delivery system; and

WHEREAS, the mobilization of local resources, ability to coordinate interagency response, accelerate procurement of vital supplies, use mutual aid, and allow for future

reimbursement by the state and federal governments will be critical to successfully responding to COVID-19; and

WHEREAS, the City Administrator, as the City's Director of Emergency Services, has the power to request the Mayor, acting as Chairman of the City's Disaster Council, to declare a local emergency as authorized by Government Code section 8630 and Placentia Municipal Code section 11.12.020(a)(1).

NOW, THEREFORE, IT IS PROCLAIMED AND ORDERED by the Mayor, acting as Chairman of the Disaster Council of the City of Placentia as follows:

- A. As contemplated in the Emergency Services Act contained in Government Code Section 8550 et seq., including Section 8558(c), and Section 11.12.020 of the Placentia Municipal Code, a local emergency exists based on the existence of conditions of disaster or of extreme peril to the safety of persons and property caused by an epidemic, as detailed in the recitals set forth above.
- B. The area of the City which is endangered/imperiled is the entire City.
- C. During the existence of this local emergency, the powers, functions, and duties of the emergency organization of this City shall be those prescribed by state law and by ordinances, resolutions, and orders of this City, including but not limited to the City of Placentia Emergency Plan in Title 11 of the Placentia Municipal Code.
- D. The City Council shall review and ratify this proclamation within 7 days as required by state law, and if ratified, shall continue to exist until the City Council proclaims the termination of this local emergency. The City Council shall review the need for continuing the local emergency as required by state law until it terminates the local emergency and shall terminate the local emergency at the earliest possible date that conditions warrant.
- E. That the City of Placentia orders that, within the boundaries of the City of Placentia, the Public Health Experts' recommendations shall be deemed mandatory.
- F. That a copy of this proclamation be forwarded to the Director of California Governor's Office of Emergency Services requesting that the Director find

it acceptable in accordance with State Law; that the Governor of California, pursuant to the Emergency Services Act, issue a proclamation declaring an emergency in the City of Placentia; that the Governor waive regulations that may hinder response and recovery efforts; that recovery assistance be made available under the California Disaster Assistance Act; and that the State expedite access to State and Federal resources and any other appropriate federal disaster relief programs.

PROCLAIMED this 16th day of March 2020.



Ward Smith, Mayor
Chairman of Disaster Council, Placentia



Damien R. Arrula, City Administrator
Director of Emergency Services



Christian Bettenhausen, City Attorney

ATTEST:



Robert McKinnell, City Clerk

RESOLUTION NO. R-2020-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, RATIFYING PROCLAMATION NO. P-2020-01 DECLARING THE EXISTENCE OF A LOCAL EMERGENCY

THE CITY COUNCIL OF THE CITY OF PLACENTIA DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, Placentia Municipal Code Section 11.12.020(a)(1) empowers the City Administrator to request the Mayor, Acting as Chairman of the Disaster Council of the City of Placentia, to declare the existence or threatened existence of a local emergency when the City is affected or likely to be affected by a public calamity; and

WHEREAS, Government Code Section 8550 et seq., including Section 8558(c), authorize the City Administrator and Chairman of the Disaster Council to proclaim a local emergency when the City is threatened by conditions of disaster or extreme peril to the safety of persons and property within the City that are likely to be beyond the control of the services, personnel, equipment, and facilities of the City; and

WHEREAS, a novel coronavirus, COVID-19, causes infectious disease and was first detected in Wuhan City, Hubei Province, China in December 2019. Symptoms of COVID-19 include fever, cough, and shortness of breath; outcomes have ranged from mild to severe illness, and, in some cases, death. The Center for Disease Control and Prevention (CDC) has indicated the virus is a tremendous public health threat; and

WHEREAS, Chinese health officials have reported tens of thousands of cases of COVID-19 in China, with the virus reportedly spreading from person-to-person. COVID-19 illnesses, most of them associated with travel from Wuhan, are also being reported in 117 countries, with over 44,000 cases, including the United States; and

WHEREAS, on January 30, 2020, the World Health Organization (WHO) declared the outbreak a “public health emergency of international concern” and on March 11, 2020, the WHO has elevated the public health emergency to the status of a pandemic. On January 31, 2020, United States Health and Human Services Secretary Alex M. Azar II declared a public health emergency for the United States to aid the nation’s healthcare community in responding to COVID-19. On February 26, 2020 the County of Orange

declared a local emergency and a local health emergency. On March 4, 2020, California Governor Gavin Newsom declared a State of Emergency in California; and

WHEREAS, on February 2, 2020, the federal government initiated the suspension of entry of foreign nationals who were in China during the 14-day period preceding their entry or attempted entry into the United States. United States citizens, residents, and their immediate family members who were in China during the 14-day period preceding their entry into the United States are permitted entry, but are redirected to one of 11 airports where the CDC has quarantine stations to undergo health screening. Depending on their health and travel history, they will have some level of restrictions on their movements for 14 days from the time they left China. On February 29, 2020, the President expanded restrictions to include all aliens who were physically present within the Islamic Republic of Iran during the 14-day period preceding their entry or attempted entry into the United States, with additional travel restrictions being imposed on travel from Europe on March 11, 2020; and

WHEREAS, as of March 12, 2020, the WHO reported that, to date, there are 125,048 confirmed cases of COVID-19, 4,613 of which resulted in death, across 117 countries; and

WHEREAS, in declaring a State of Emergency, the Governor indicated that, as of March 4, 2020, there were 129 confirmed cases of COVID-19 in the United States, including 53 in California, and more than 9,400 Californians across 49 counties in home monitoring based on possible travel-based exposure to the virus, with officials expecting the number of cases in California, the United States, and worldwide to increase; and

WHEREAS, the Governor and the California Department of Public Health on March 11, 2020 issued a statement entitled "California Public Health Experts: Mass Gatherings Should be Postponed or Canceled Statewide to Slow the Spread of COVID-19," determining that gatherings should be postponed or canceled across the state until at least the end of March. Non-essential gatherings must be limited to no more than 250 people, while smaller events can proceed only if the organizers can implement social distancing of 6 feet per person. Gatherings of individuals who are at higher risk for severe illness from COVID-19 should be limited to no more than 10 people, while also following social distancing guidelines. Furthermore, essential gatherings should only be conducted

if the essential activity could not be postponed or achieved without gathering, meaning that some other means of communication could not be used to conduct the essential function; and

WHEREAS, the Governor on March 12, 2020 issued Executive Order N-25-20, ordering, *inter alia*, that all residents are to heed the orders and guidance of state and local public health officials; and

WHEREAS; on March 13, 2020, the President of the United States issued a proclamation declaring the COVID-19 outbreak in the United States as a national emergency, beginning March 1, 2020; and

WHEREAS, the City of Placentia has the power to impose measures to promote social distancing including but not limited to limitations on public events within the City of Placentia; and

WHEREAS, state and local public health officials may, as they deem necessary in the interest of public health, issue orders limiting attendance at public assemblies, conferences, or other mass events, which will cause the cancellation of such gatherings through no fault or responsibility of the parties involved, thereby constituting a force majeure; and

WHEREAS, Placentia is a densely populated city within Orange County, which is the sixth largest county in the United States, with one of the highest population densities; and

WHEREAS, conditions of extreme peril to the safety of persons and property have arisen due to the potential introduction of COVID-19 to Placentia and Orange County; and

WHEREAS, such conditions are beyond the control of the services, personnel, equipment, and facilities of the City and require the combined forces of other political subdivisions to combat; and

WHEREAS, it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases, to implement measures to mitigate the spread of COVID-19, and to prepare to respond to an increasing number of individuals requiring medical care and hospitalization; and

WHEREAS, if COVID-19 spreads in California at a rate comparable to the rate of spread in other countries, the number of persons requiring medical care may exceed locally available resources, and controlling outbreaks minimizes the risk to the public, maintains the health and safety of the community, and limits the spread of infection in the community and within the healthcare delivery system; and

WHEREAS, the mobilization of local resources, ability to coordinate interagency response, accelerate procurement of vital supplies, use mutual aid, and allow for future reimbursement by the state and federal governments will be critical to successfully responding to COVID-19; and

WHEREAS, on March 16, 2020 the City Administrator, as the City's Director of Emergency Services, and the Mayor, as the Chairman of the City's Disaster Council, declared a local emergency as authorized by Government Code section 8630 and Placentia Municipal Code section 11.12.020(a)(1). A true and correct copy of Proclamation NO. 2020-01 is attached hereto and incorporated herein by this reference.

NOW, THEREFORE, IT IS ORDERED by the City Council of the City of Placentia as follows:

- A. The City Administrator's Proclamation of Local Emergency No. 2020-01 dated March 16, 2020, and orders contained therein, is hereby ratified.
- B. As contemplated in the Emergency Services Act contained in Government Code Section 8550, et seq., including Section 8558(c), and Title 11 of the Placentia Municipal Code, a local emergency exists based on the existence of conditions of disaster or of extreme peril to the safety of persons and property caused by an epidemic, as detailed in the recitals set forth above.
- C. The area of the City which is endangered/imperiled is the entire City.
- D. During the existence of this local emergency, the powers, functions, and duties of the emergency organization of this City shall be those prescribed by state law and by ordinances, resolutions, and orders of this City, including but not limited to the City of Placentia emergency plan.
- E. This local emergency shall continue to exist until the City Council proclaims the termination of this local emergency.

F. That a copy of this resolution and the emergency proclamation be forwarded to the Director of California Governor's Office of Emergency Services requesting that the Director find it acceptable in accordance with State Law; that the Governor of California, pursuant to the Emergency Services Act, issue a proclamation declaring an emergency in the City of Placentia; that the Governor waive regulations that may hinder response and recovery efforts; that recovery assistance be made available under the California Disaster Assistance Act; and that the State expedite access to State and Federal resources and any other appropriate federal disaster relief programs.

PASSED, APPROVED AND ADOPTED this 17th day of March 2020.



Ward L. Smith, 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 introduced and adopted at a regular meeting of the City Council of the City of Placentia, held on the 17th day of March 2020 by the following vote:

AYES:	Councilmembers:	Green, Wanke, Yamaguchi, Shader, Smith
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None
ABSTAIN:	Councilmembers:	None



Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:



Christian L. Bettenhausen, City Attorney

PROCLAMATION NO. P-2020-01

**A PROCLAMATION BY THE MAYOR OF THE CITY OF PLACENTIA, CALIFORNIA,
ACTING AS THE CHAIRMAN OF THE DISASTER COUNCIL OF THE CITY OF
PLACENTIA, DECLARING THE EXISTENCE OF A LOCAL EMERGENCY**

WHEREAS, Placentia Municipal Code Section 11.12.020(a)(1) empowers the City Administrator to request the Mayor, Acting as Chairman of the Disaster Council of the City of Placentia, to declare the existence or threatened existence of a local emergency when the City is affected or likely to be affected by a public calamity; and

WHEREAS, Government Code Section 8550 et seq., including Section 8558(c), authorize the City Administrator and Chairman of the Disaster Council to proclaim a local emergency when the City is threatened by conditions of disaster or extreme peril to the safety of persons and property within the City that are likely to be beyond the control of the services, personnel, equipment, and facilities of the City; and

WHEREAS, a novel coronavirus, COVID-19, causes infectious disease and was first detected in Wuhan City, Hubei Province, China in December 2019. Symptoms of COVID-19 include fever, cough, and shortness of breath; outcomes have ranged from mild to severe illness, and, in some cases, death. The Center for Disease Control and Prevention (CDC) has indicated the virus is a tremendous public health threat; and

WHEREAS, Chinese health officials have reported tens of thousands of cases of COVID-19 in China, with the virus reportedly spreading from person-to-person. COVID-19 illnesses, most of them associated with travel from Wuhan, are also being reported in 117 countries, with over 44,000 cases, including the United States; and

WHEREAS, on January 30, 2020, the World Health Organization (WHO) declared the outbreak a "public health emergency of international concern" and on March 11, 2020, the WHO has elevated the public health emergency to the status of a pandemic. On January 31, 2020, United States Health and Human Services Secretary Alex M. Azar II declared a public health emergency for the United States to aid the nation's healthcare community in responding to COVID-19. On February 26, 2020 the County of Orange declared a local emergency and a local health emergency. On March 4, 2020, California Governor Gavin Newsom declared a State of Emergency in California; and

WHEREAS, on February 2, 2020, the federal government initiated the suspension of entry of foreign nationals who were in China during the 14-day period preceding their entry or attempted entry into the United States. United States citizens, residents, and their immediate family members who were in China during the 14-day period preceding their entry into the United States are permitted entry but are redirected to one of 11 airports where the CDC has quarantine stations to undergo health screening. Depending on their health and travel history, they will have some level of restrictions on their movements for 14 days from the time they left China. On February 29, 2020, the President expanded restrictions to include all aliens who were physically present within the Islamic Republic of Iran during the 14-day period preceding their entry or attempted entry into the United States, with additional restrictions being imposed on travel from Europe as of March 11, 2020; and

WHEREAS, as of March 12, 2020, the WHO reported that, to date, 125,048 confirmed cases of COVID-19, 4,613 of which resulted in death, across 117 countries; and

WHEREAS, in declaring a State of Emergency, the Governor indicated that, as of March 4, 2020, there were 129 confirmed cases of COVID-19 in the United States, including 53 in California, and more than 9,400 Californians across 49 counties in home monitoring based on possible travel-based exposure to the virus, with officials expecting the number of cases in California, the United States, and worldwide to increase; and

WHEREAS, the Governor and the California Department of Health on March 11, 2020 issued a statement entitled "California Public Health Experts: Mass Gatherings Should be Postponed or Canceled Statewide to Slow the Spread of COVID-19," determining that gatherings should be postponed or canceled across the state until at least the end of March. Non-essential gatherings must be limited to no more than 250 people, while smaller events can proceed only if the organizers can implement social distancing of 6 feet per person. Gatherings of individuals who are at higher risk for severe illness from COVID-19 should be limited to no more than 10 people, while also following social distancing guidelines. Furthermore, essential gatherings should only be conducted if the essential activity could not be postponed or achieved without gathering, meaning

that some other means of communication could not be used to conduct the essential function; and

WHEREAS, the Governor on March 12, 2020 issued Executive Order N-25-20, ordering, inter alia, that all residents are to heed the orders and guidance of state and local public health officials; and

WHEREAS; on March 13, 2020, the President of the United States issued a proclamation declaring the COVID-19 outbreak in the United States as a national emergency, beginning March 1, 2020; and

WHEREAS, the City of Placentia has the power to impose measures to promote social distancing including but not limited to limitations on public events; and

WHEREAS, Placentia is a densely populated city within Orange County, which is the sixth largest county in the United States, with one of the highest population densities; and

WHEREAS, conditions of extreme peril to the safety of persons and property have arisen due to the potential introduction of COVID-19 to Placentia and Orange County; and

WHEREAS, such conditions are beyond the control of the services, personnel, equipment, and facilities of the City and require the combined forces of other political subdivisions to combat; and

WHEREAS, it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases, to implement measures to mitigate the spread of COVID-19, and to prepare to respond to an increasing number of individuals requiring medical care and hospitalization; and

WHEREAS, if COVID-19 spreads in California at a rate comparable to the rate of spread in other countries, the number of persons requiring medical care may exceed locally available resources, and controlling outbreaks minimizes the risk to the public, maintains the health and safety of the community, and limits the spread of infection in the community and within the healthcare delivery system; and

WHEREAS, the mobilization of local resources, ability to coordinate interagency response, accelerate procurement of vital supplies, use mutual aid, and allow for future

reimbursement by the state and federal governments will be critical to successfully responding to COVID-19; and

WHEREAS, the City Administrator, as the City's Director of Emergency Services, has the power to request the Mayor, acting as Chairman of the City's Disaster Council, to declare a local emergency as authorized by Government Code section 8630 and Placentia Municipal Code section 11.12.020(a)(1).

NOW, THEREFORE, IT IS PROCLAIMED AND ORDERED by the Mayor, acting as Chairman of the Disaster Council of the City of Placentia as follows:

- A. As contemplated in the Emergency Services Act contained in Government Code Section 8550 et seq., including Section 8558(c), and Section 11.12.020 of the Placentia Municipal Code, a local emergency exists based on the existence of conditions of disaster or of extreme peril to the safety of persons and property caused by an epidemic, as detailed in the recitals set forth above.
- B. The area of the City which is endangered/imperiled is the entire City.
- C. During the existence of this local emergency, the powers, functions, and duties of the emergency organization of this City shall be those prescribed by state law and by ordinances, resolutions, and orders of this City, including but not limited to the City of Placentia Emergency Plan in Title 11 of the Placentia Municipal Code.
- D. The City Council shall review and ratify this proclamation within 7 days as required by state law, and if ratified, shall continue to exist until the City Council proclaims the termination of this local emergency. The City Council shall review the need for continuing the local emergency as required by state law until it terminates the local emergency and shall terminate the local emergency at the earliest possible date that conditions warrant.
- E. That the City of Placentia orders that, within the boundaries of the City of Placentia, the Public Health Experts' recommendations shall be deemed mandatory.
- F. That a copy of this proclamation be forwarded to the Director of California Governor's Office of Emergency Services requesting that the Director find

it acceptable in accordance with State Law; that the Governor of California, pursuant to the Emergency Services Act, issue a proclamation declaring an emergency in the City of Placentia; that the Governor waive regulations that may hinder response and recovery efforts; that recovery assistance be made available under the California Disaster Assistance Act; and that the State expedite access to State and Federal resources and any other appropriate federal disaster relief programs.

PROCLAIMED this 16th day of March 2020.


Ward Smith, Mayor
Chairman of Disaster Council, Placentia


Damien R. Arrula, City Administrator
Director of Emergency Services


Christian Bettenhausen, City Attorney

ATTEST:


Robert McKinnell, City Clerk

RESOLUTION NO. R-2020-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, REAFFIRMING PROCLAMATION P-2020-01 AND RESOLUTION R-2020-11 WHICH DECLARED THE EXISTENCE OF A LOCAL EMERGENCY

THE CITY COUNCIL OF THE CITY OF PLACENTIA DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, on March 16, 2020 the Mayor, as the Chairman of the City's Disaster Council and the City Administrator, as the City's Director of Emergency Services, via Proclamation No. P-2020-01, declared a local emergency as authorized by Government Code section 8630 and Placentia Municipal Code section 11.12.020(a)(1) due to the COVID-19 pandemic. A true and correct copy of Proclamation No. P-2020-01 is attached hereto and incorporated herein by this reference; and

WHEREAS, on March 17, 2020, the City Council adopted Resolution R-2020-11 to thereby ratify Proclamation No. P-2020-01. A true and correct copy of Resolution R-2020-11 is attached hereto and incorporated herein by this reference; and

WHEREAS, Government Code Section 8630(c) states that a City Council "shall review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency"; and

WHEREAS, as of May 5, 2020, there have been 2,873 confirmed cases of COVID-19 in Orange County, which have resulted in 61 deaths; and

WHEREAS, the numbers of confirmed cases and deaths continue to increase; and

WHEREAS, conditions of extreme peril to the safety of persons and property continue due to COVID-19 in Placentia and Orange County; and

WHEREAS, it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases, to take measures to mitigate the spread of COVID-19, and to prepare to respond to an increasing number of individuals requiring medical care and hospitalization; and

WHEREAS, if COVID-19 spreads at a rate comparable to the rate of spread in other locations, the number of persons requiring medical care may exceed locally available resources, and controlling outbreaks minimizes the risk to the public, maintains the health and safety of the community, and limits the spread of infection in the community and within the healthcare delivery system; and

WHEREAS, the reasons for declaring the local emergency still exist;

NOW, THEREFORE, IT IS ORDERED by the City Council of the City of Placentia as follows:

- A. The City Council reaffirms all portions of Proclamation No. P-2020-01, dated March 16, 2020, including all orders contained therein.
- B. The City Council reaffirms all portions of Resolution R-2020-11, including all findings stated therein.
- C. This local emergency shall continue to exist until the City Council proclaims the termination of this local emergency.

PASSED, APPROVED AND ADOPTED this 19th day of May 2020.



Ward L. Smith, Mayor

ATTEST:



Robert S. McKinnell, City Clerk



STATE OF CALIFORNIA
COUNTY OF ORANGE

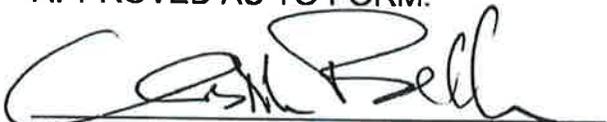
I, Robert S. McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing Resolution was introduced and adopted at a regular meeting of the City Council of the City of Placentia, held on the 19th day of May 2020 by the following vote:

AYES:	Councilmembers:	Green, Shader, Wanke, Yamaguchi, Smith
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None
ABSTAIN:	Councilmembers:	None



Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:



Christian L. Bettenhausen, City Attorney

RESOLUTION NO. R-2020-50

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PLACENTIA, CALIFORNIA, REAFFIRMING
PROCLAMATION P-2020-01 AND RESOLUTION R-2020-
11 WHICH DECLARED THE EXISTENCE OF A LOCAL
EMERGENCY**

THE CITY COUNCIL OF THE CITY OF PLACENTIA DOES HEREBY RESOLVE
AS FOLLOWS:

WHEREAS, on March 16, 2020 the Mayor, as the Chairman of the City's Disaster Council and the City Administrator, as the City's Director of Emergency Services, via Proclamation No. P-2020-01, declared a local emergency as authorized by Government Code section 8630 and Placentia Municipal Code section 11.12.020(a)(1) due to the COVID-19 pandemic. A true and correct copy of Proclamation No. P-2020-01 is attached hereto and incorporated herein by this reference; and

WHEREAS, on March 17, 2020, the City Council adopted Resolution R-2020-11 to thereby ratify Proclamation No. P-2020-01. A true and correct copy of Resolution R-2020-11 is attached hereto and incorporated herein by this reference; and

WHEREAS, on May 19, 2020, the City Council adopted Resolution 2020-25 to reaffirm Proclamation No. 2020-01 and Resolution 2020-11 and declared the continued existence of a local emergency. A true and correct copy of Resolution 2020-25 is attached hereto and incorporated herein by this reference; and

WHEREAS, Government Code Section 8630(c) states that a City Council "shall review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency; and

WHEREAS, as of July 7, 2020, there have been 17,882 confirmed cases of COVID-19 in Orange County, which have resulted in 366 deaths; and

WHEREAS, the numbers of confirmed cases and deaths continue to increase; and

WHEREAS, conditions of extreme peril to the safety of persons and property continue due to COVID-19 in Placentia and Orange County; and

WHEREAS, it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases, to take measures to mitigate the spread of COVID-19, and to prepare

to respond to an increasing number of individuals requiring medical care and hospitalization; and

WHEREAS, if COVID-19 spreads at a rate comparable to the rate of spread in other locations, the number of persons requiring medical care may exceed locally available resources, and controlling outbreaks minimizes the risk to the public, maintains the health and safety of the community, and limits the spread of infection in the community and within the healthcare delivery system; and

WHEREAS, the reasons for declaring the local emergency still exist.

NOW, THEREFORE, IT IS ORDERED BY THE CITY COUNCIL OF THE CITY OF PLACENTIA AS FOLLOWS:

- A. The City Council reaffirms all portions of Proclamation No. P-2020-01, dated March 16, 2020, including all orders contained therein.
- B. The City Council reaffirms all portions of Resolution R-2020-11, including all findings stated therein.
- C. This local emergency shall continue to exist until the City Council proclaims the termination of this local emergency.
- D. The City Clerk shall certify to the passage and adoption hereof.

PASSED, APPROVED AND ADOPTED this 21st day of July 2020.

Ward L. Smith, 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 21st day of July 2020 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



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF DEVELOPMENT SERVICES

DATE: JULY 21, 2020

SUBJECT: **RELAXATION OF REGULATIONS AND ON-SITE PARKING REQUIREMENTS FOR RESTAURANTS AND OTHER BUSINESSES RELATED TO COVID-19**

FISCAL IMPACT: NOMINAL EXPENDITURES RELATED TO STAFF REVIEW OF OUTDOOR BUSINESS AND ENCROACHMENT PERMITS AND WORKING WITH PARTICIPATING BUSINESSES. UNKNOWN REVENUE GAIN FROM SALES TAX FROM BUSINESSES ABLE TO SERVE MORE CUSTOMERS THAN UNDER INDOOR-ONLY OCCUPANCY STANDARDS

SUMMARY:

On May 19, 2020, the City Council adopted Proclamation P-2020-03, which authorized the creation of an administrative program in response to COVID-19 to temporarily relax outdoor dining regulations and on-site parking requirements, and to waive related fees. This item, if approved, would expand the administrative program to allow other types of businesses to operate outdoors where that same business was already allowed and approved to operate indoors. The COVID-19 pandemic has severely restricted economic activity on many fronts, negatively impacting owners and employees, and reducing City revenues through a reduction in taxable sales. A recent announcement by Governor Newsom has placed Orange County on a monitoring list, again affecting personal service businesses, gyms, etc., requiring those businesses and others to cease indoor operations. It is proposed that the City reduce its requirements related to permitting certain allowable uses at the discretion of the City Administrator or designee to continue to assist all businesses to temporarily operate outdoors when approved to encourage business and economic activity citywide.

RECOMMENDATION:

It is recommended that the City Council direct the City Administrator, acting as the Director of Emergency Services, to revise the Temporary Outdoor Dining Establishment program to assist businesses in the following ways:

1. Outdoor Use of Public and Private Property. For the purpose of allowing businesses to request an increase in the allowable public and private space available for business activities and outdoor dining: relax outdoor dining and outdoor business operation regulations, development standards and conditions of approval, and to establish

1.j.
July 21, 2020

regulations which allow outdoor consumption of alcohol at restaurants where indoor consumption of alcohol was already allowed; and

2. Waive Fees. Waive the following fees until 11:59 p.m. on November 19, 2020:
 - a. Use of public space for outdoor business operations and outdoor dining; and
 - b. Applications for a relaxation of outdoor business operations and outdoor dining regulations, including fees related to necessary Planning, Building and Fire permits.
3. Parking. Allow a reduction in mandatory on-site parking on private property for increased outdoor business operations and outdoor dining space with a property owner's permission; and
4. Administration. Allow Staff to process these adjustments administratively. This includes making temporary administrative adjustments (i.e., reduction of enforcement on existing conditions of approval) to previously approved Use Permits and other entitlement mechanisms.

DISCUSSION:

On May 19, 2020, the City Council adopted Proclamation P-2020-03, which authorized the creation of an administrative program in response to COVID-19 to temporarily relax outdoor dining regulations and on-site parking requirements, and to waive related fees. This item, if approved, would expand the administrative program to allow other types of businesses to operate outdoors where that same business was already allowed and approved to operate indoors. This could include but is not limited to hair salons, nail salons other personal care services, certain fitness classes, etc. The COVID-19 pandemic has severely restricted economic activity on many fronts, negatively impacting owners and employees, and reducing City revenues through a reduction in taxable sales. A recent announcement by Governor Newsom has placed Orange County on a monitoring list, again affecting personal service businesses, gyms, etc., requiring those businesses and others to cease indoor operations. If approved, the attached Proclamation would allow the City to reduce its requirements related to all permitted businesses that may be approved to operate outdoors at the discretion of the City Administrator or designee. This will allow the City to continue to assist restaurants and now other businesses to temporarily operate outdoors when approved to encourage business and economic activity citywide.

Outdoor Use of Private and Public Property

Regarding outdoor dining, there are two types of outdoor dining in Placentia. Outdoor dining outside an establishment on private property (i.e., tables/chairs in front of the new Starbucks), and outdoor dining on public property such as on a public sidewalk. Most businesses with outside dining in Placentia do so on private property. Any restaurant utilizing public property would first need an encroachment agreement (encroachment permit) with the City to use public right-of-way, mostly sidewalks, for outdoor dining purposes. It is widely believed that in order to attain proper social distancing requirements, indoor dining occupancy will have to be about 50% of the

allowable occupancy for a restaurant. Dine-in ability is key for many restaurants and the reduction in occupancy may not be a viable option for business success.

Not all restaurants have outdoor dining, and many only have limited space immediately adjacent to their business frontage on private property or on City-owned property (i.e., sidewalks). By approving Proclamation P-2020-03 in May 2020, the City allowed greater flexibility in temporary outdoor dining accommodations to include greater use of sidewalk areas (where sidewalks are wide enough to provide safe pedestrian and accessibility access) as well as on-street and off-street parking areas when such areas can be made safe for dining opportunities, such as the use of parkettes on streets and utilization of parking stalls in off-street locations. This action would simply expand this approval to other types of uses including, but not limited to, personal service businesses, salons, and fitness studios.

If a business proposes to utilize public right-of-way, the simple encroachment permit would still need to be filled out, but no fee nor discretionary review would be required. Businesses or property owners would be asked to submit a simple site plan along with simple paperwork and proof of standard insurance. The City will continue to work with all businesses and property owners to ensure proper access and safety measures are maintained on private property, public sidewalks and right-of-ways, creating areas safe for diners. Maintenance of areas, to include refuse and cleaning, would be the responsibility of the permit holders and all applicable non-City regulations, such as restrictions on alcoholic beverages, would be in effect unless otherwise modified by State action.

Most, if not all restaurants, including restaurants that serve alcohol, were entitled to do so via a Use Permit (UP). Occasionally, the entitlement for a given restaurant is a different mechanism (not a UP) that was reviewed and approved by the City. The individual entitlement would include parameters and conditions of approval related to the number of indoor and/or outdoor seats allowed (if any), where alcohol may be consumed (if at all), hours of operation, and the amount of parking needed. One of the Staff recommendations would authorize the City Administrator or designee to make administrative adjustments to UPs and other approval mechanisms that result in adjustments to outdoor dining regulations, on-site parking requirements, development standards and conditions of approval related to outdoor dining and alcohol consumption at local businesses.

The term of the temporary relaxation of the outdoor dining and outdoor business regulations would end at 11:59 p.m. on November 19, 2020 unless otherwise extended. A report on the temporary program, to include locations of outdoor dining locations allowed under the program, is scheduled to be presented to Council no later than September 2020 unless directed otherwise.

On-Site Parking Flexibility

With the expected easing of restrictions on retail locations, to include the use of curb-side and alternative pickup locations for ordered merchandise, it is also requested to provide the City Administrator flexibility related to on-site parking regulations to better work with retailers. This may include reducing the amount of available on-site parking or other circulation/signage issues to

assure that pedestrian and vehicle safety are considered in any changes to facilitate curbside or parking stall delivery options by retailers.

FISCAL IMPACT:

Nominal expenditures related to Staff review of outdoor dining, outdoor business and encroachment permits and working with participating businesses through the permitting and inspection process. There will also be potentially offsetting, but unknown revenue gains from ability of businesses to serve a higher number of customers than otherwise possible during this pandemic.

Prepared by:



Joseph M. Lambert
Director of Development Services

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Draft Proclamation No. P-2020-XX – Outdoor Dining and Business

PROCLAMATION NO. P-2020-05

A PROCLAMATION BY THE DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF PLACENTIA, AUTHORIZING THE CREATION OF AN ADMINISTRATIVE PROGRAM IN RESPONSE TO COVID-19 TO TEMPORARILY ALLOW BUSINESSES TO OPERATE OUTDOORS, RELAX PARKING REGULATIONS, AND TO WAIVE RELATED FEES

WHEREAS, on January 30, 2020, the World Health Organization (WHO) declared the outbreak a “public health emergency of international concern” and on March 11, 2020, the WHO has elevated the public health emergency to the status of a pandemic. On January 31, 2020, United States Health and Human Services Secretary Alex M. Azar II declared a public health emergency for the United States to aid the nation’s healthcare community in responding to COVID-19. On February 26, 2020 the County of Orange declared a local emergency and a local health emergency. On March 4, 2020, California Governor Gavin Newsom declared a State of Emergency in California; and

WHEREAS, in declaring a State of Emergency, the Governor indicated that, as of March 4, 2020, there were 129 confirmed cases of COVID-19 in the United States, including 53 in California, and more than 9,400 Californians across 49 counties in home monitoring based on possible travel-based exposure to the virus, with officials expecting the number of cases in California, the United States, and worldwide to increase; and

WHEREAS; on March 13, 2020, the President of the United States issued a proclamation declaring the COVID-19 outbreak in the United States as a national emergency, beginning March 1, 2020; and

WHEREAS, conditions of extreme peril to the safety of persons and property have arisen due to the potential introduction of COVID-19 to Placentia and Orange County; and

WHEREAS, as of July 15, 2020, 347,634 Californians have had COVID-19, and 7,227 have died due to COVID-19;

WHEREAS, as of July 15, 2020, 455 people in Orange County have died from COVID-19,

WHEREAS, 110 of those deaths have occurred in the last two weeks;

WHEREAS, the Governor has placed Orange County on the monitoring list for at least 3 days;

WHEREAS, many local businesses have been hard hit by the economic downturn;

WHEREAS, businesses which are outside are safer than businesses conducted indoors;

WHEREAS, during the pandemic there is a reduced need for on-site parking, and such parking spaces can safely be used to help accommodate outdoor businesses;

WHEREAS, it is prudent for the city to establish regulations to allow businesses to operate outdoors in a reasonable and safe manner;

WHEREAS, on July 21, 2020, the City Council voted ___ to ___ to proclaim that it supports this action of the City Administrator, acting as the City's Director of Emergency Services, to assist businesses to operate outdoors;

NOW, THEREFORE, IT IS PROCLAIMED AND ORDERED by the City Administrator, acting as Director of the Emergency Services, that the City of Placentia's Director of Development Services prepare and administer a program to assist local businesses to operate outdoors. The program shall be operative through 11:59 p.m. on November 19, 2020 unless extended or prematurely terminated by the City Council, and shall generally conform to the following:

1. *Outdoor Businesses.* For the purpose of allowing businesses to request an increase in the allowable public and private space available for outdoor operations, development standards and conditions of approval, and to establish regulations which allow outdoor businesses where that same business was already allowed indoors; and
2. *Waive Fees.* Waive fees relating to the following until 11:59 p.m. on November 19, 2020:
 - a. Use of public space for business operation; and
 - b. Applications for a relaxation of outdoor operation regulations, including but not limited to Planning, Building and Fire Permits.
3. *Parking.* Allow a reduction in mandatory on-site parking on private property for increased outdoor business space with a property owner's permission; and

4. *Administration.* Establish a means to process these adjustments administratively. This includes making temporary administrative adjustments (i.e., reduction of enforcement on existing conditions of approval) to previously approved Use Permits and other entitlement mechanisms.
5. *Street Closures.* Any proposals requesting a full or partial public street closure must be reviewed and approved by City Council.

PROCLAIMED this 21st day of July 2020.

Damien R. Arrula, City Administrator
and Director of Emergency Services

Kathya M. Firlik, Deputy City Attorney

ATTEST:

Robert McKinnell, City Clerk



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF FINANCE

DATE: JULY 21, 2020

SUBJECT: **PENSION OBLIGATION BOND STUDY SESSION**

FISCAL

IMPACT: EXPENDITURE: NO COST TO RECEIVE PRESENTATION
REVENUE: POTENTIAL FOR SUBSTANTIAL FY 2020-21 BUDGETARY SAVINGS AND LONG-TERM PENSION COST SAVINGS

SUMMARY:

Due to current historically low interest rates, the City has an opportunity to generate Fiscal Year (FY) 2020-21 budgetary savings and reduce long-term pension costs. The City can accomplish this goal by issuing Pension Obligation Bonds (POBs) to refinance the City's Unfunded Accrued Liability (UAL) with the California Public Employees' Retirement System (CalPERS) as well as through the establishment of a PARS Pension Section 115 Trust. A PowerPoint presentation will be presented at the City Council meeting, which will outline the following information in more detail.

RECOMMENDATIONS:

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

1. Receive the "Pension Obligation Bond Study Session" PowerPoint presentation; and
2. Direct Staff to proceed with the additional evaluation of POBs for City Council consideration; and
3. Establish a PARS Pension Section 115 Trust.

DISCUSSION:

The City's pension plan is managed under contract by CalPERS. The City's annual pension payments to CalPERS consist of two components which include the Normal Cost, and UAL. The normal cost is the amount CalPERS charges the City, as a percentage of its payroll, that is estimated to annually fully fund a share of all future pension obligations. The UAL is an amount that is charged to the City to repay the City's estimated long-term UAL that is owed to the pension system for past changes in benefits, CalPERS' lower than expected investment returns, and changes in the discount rate.

3.a.
July 21, 2020

The UAL represents the difference between the amount necessary to pay actuarially determined future benefits already earned by current and former employees and the amount on deposit with CalPERS. The City's UAL constitutes a debt that must be repaid to CalPERS and it is listed as a liability on the City's Balance Sheet in accordance with the Governmental Accounting Standards Board requirements. CalPERS currently charges the City 7% interest on this debt and has a repayment structure that will result in a significant increase in annual pension costs over the next 10 years. As in many other cities, the growing obligations related to employee retirements represent one of the largest significant financial burdens upon the City. According to the City's most recent CalPERS actuarial report, the annual UAL contribution will increase from \$2.95 million in 2020-21 to a high of \$5.0 million in 2031-32, which is an increase of \$2.1 million or 70%. It is calculated that the City's combined UAL for its Miscellaneous and Safety Plans at June 30, 2019 is approximately \$44.5 million.

POBs are issued at taxable interest rates and the current taxable municipal bond rates of 4.3%-5.3% are considerably lower than the 7% CalPERS is charging the City on its UAL. A POB issuance has the potential of generating an *average annual savings* for the City of over \$888,000 in the first 17 years and over \$581,000 per year over the full repayment term of 30 years. In addition, depending on structure of the bond issuance, there may be one-time savings of \$1.475 million.

In conjunction with the POBs, Staff is recommending that the City establish a PARS Pension Section 115 Trust (Trust) to fully maximize the benefits of the UAL debt restructure. The Trust is recommended to be funded all or in part by the annual savings generated by the POBs and would provide the City with even more financial stability through the designation of a funding source to offset future UAL obligations therefore providing pension rate stabilization. It is projected that the POBs could produce an estimated budgetary savings of \$2.6 million by year five and upwards of \$7.0 million by year 10 that could be invested in the Trust or alternatively, increase the City's General Fund fund reserve balance.

POBs are a debt management option. Given historically low rates, many cities have issued POBs when compared to prior years. These issuances have resulted in substantial savings to their General Funds. As of June 2020, there have been just as many POB issuances in California for the year 2020 as there were in 2018 and 2019 combined. The process to issue POBs requires a court validation. The purpose of this proceeding is for the court to validate that the CalPERS UAL is an "obligation imposed by law" and therefore an existing debt of the City, thereby validating that the issuance of POBs would constitute a refinancing of an existing debt, not the creation of a new one. A validation process is estimated to take between four and six months, with the issuance of POBs to occur immediately thereafter if market conditions remain favorable.

FISCAL IMPACT:

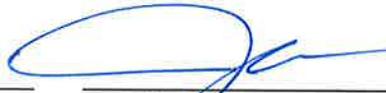
There will be no immediate fiscal impacts resulting from the consideration of tonight's presentation or from directing Staff to further research POBs as presented therein. Estimated annual average savings in UAL range from \$581,000 to \$888,000. Additional one-time potential savings in the amount of \$1.475M.

Prepared by:

Reviewed and approved:

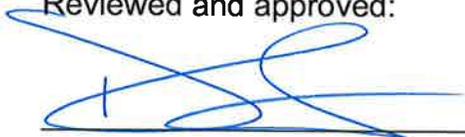

FOR

Robert S. Torrez
Financial Consultant



Jessica Brown
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF DEVELOPMENT SERVICES

DATE: JULY 21, 2020

SUBJECT: OUTDOOR DINING REGULATIONS FOR OLD TOWN PLACENTIA, TEMPORARY STREET CLOSURE ON SANTA FE AVENUE AND ESTABLISHMENT OF "DINE OUT PLACENTIA" PROGRAM FOR CITYWIDE OUTDOOR DINING IN RESPONSE TO COVID-19 STATE MANDATED CLOSURE OF RESTAURANTS FOR INDOOR DINING

FISCAL

IMPACT: EXPENDITURES RELATED TO THE TEMPORARY CLOSURE OF SANTA FE AVENUE FOR OUTDOOR DINING WILL BE COVERED UNDER THE CARES ACT. A FORTHCOMING POWERPOINT PRESENTATION WILL OUTLINE COST DETAILS

SUMMARY:

The COVID-19 pandemic has severely restricted economic activity and negatively impacted business owners and employees, while reducing City revenues through taxable sales. A recent announcement by Governor Newsom includes a mandatory closure of indoor operation of certain sectors including restaurants in Orange County. In response to this announcement, the City met with several Old Town Placentia businesses. The recommendation to the City Council is a temporary road closure of Santa Fe Avenue from Bradford Avenue and Main Street to encourage and facilitate outdoor dining in direct response to the COVID-19 pandemic and provide designated curbside pickup in the City-owned public parking lot located in the North Santa Fe Alley. In addition, the citywide "Dine Out Placentia" Program will focus on extensive marketing of outdoor dining restaurants, which includes advertisement on digital billboards, city website, cable channel, City Administrator's Weekly Report, and social media. A PowerPoint presentation will be forthcoming and will outline the details of this program and potential outreach efforts.

RECOMMENDATION:

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

1. Receive the PowerPoint presentation; and
2. Adopt Resolution No. R-2020-XX, a Resolution of the City Council of the City of Placentia, California concerning the establishment of a 30-minute parking restriction for merchant curbside pick-up on City-owned property; and

3.b.
July 21, 2020

3. Authorize the City Administrator to direct Staff to meet with the Old Town Placentia businesses and restaurants on a regular basis to determine if any changes or modifications are necessary; and
4. Approve a budgetary action to use CARES Act funding for the implementation of the temporary street closure to facilitate outdoor dining in Old Town in direct response to COVID-19; and
5. Authorize the City Administrator and/or his designee to execute all necessary documentation in a form approved by the City Attorney to implement the temporary closure of Santa Fe Avenue to facilitate outdoor dining for the purpose of allowing restaurants to increase allowable public space available to adhere to the State's social distancing requirements in response to COVID-19; and
6. Implement the citywide "Dine Out Placentia" Program.

DISCUSSION:

The COVID-19 pandemic has severely restricted economic activity and negatively impacted business owners and employees, while reducing City revenues through taxable sales. A recent announcement by Governor Newsom includes a Statewide mandatory closure of indoor operation of certain sectors including restaurants in Orange County. While many restaurants have closed due to the decline in business, others have scarcely survived on curbside or delivery service.

Due to Old Town's unique streetscape design, not all restaurants in Old Town have adequate outdoor dining options while providing adequate pedestrian accessibility. Therefore, it is recommended that the City allow greater flexibility in providing temporary outdoor dining accommodations in Old Town Placentia by closing Santa Fe Avenue from Bradford Avenue to Main Street. This will result in a greater use of the public street to provide a safe environment for patrons to dine out while maintaining the appropriate social distancing requirements. These shared/common dining areas on public property in the Old Town area will accommodate dining options from multiple restaurants and private parking areas would be encouraged to be used by adjoining businesses.

All use of public property requires an encroachment permit, and this proposed program would still require a permit to be issued for this purpose in order to secure insurance and indemnification for the City, but no fee nor discretionary review would be required. The City will work with businesses and property owners to ensure proper pedestrian access is maintained on public sidewalks. Maintenance of areas, to include refuse collection and cleaning, would be the responsibility of the permit holders and all applicable non-City regulations, such as restrictions on alcoholic beverages, would be in effect unless otherwise modified by State action.

The Old Town Outdoor dining regulations would end immediately with the ability of restaurants to resume in-restaurant dining as allowed by approved guidance from the State. The road closure term would begin on July 31, 2020, and end at 11:59 p.m. on November 19, 2020 unless otherwise extended by the approval of the City Council. A report on the temporary Old Town outdoor dining

program, to include locations of permitted outdoor dining locations will be presented to Council for review no later than September 2020.

Staff will utilize large, heavy traffic-rated water barriers for passing vehicle traffic on either end of the road closure. In addition tables, chairs and umbrellas will be purchased by the City utilizing CARES Act Funding to ensure a uniform aesthetic appearance. Additional landscaping and other aesthetic treatments will be added to improve the overall ambiance. Space within the road closure/dining area will also be made available for light entertainment purposes. Staff will also install detour signs in Old Town warning motorists of the road closure and directing them to alternate routes around the closure. In addition, new wayfinding signage will be installed directing Old Town patrons towards public parking areas and/or curbside pickup around the proposed road closure. The proposed road closure has also been discussed and pre-planned with the City's first responders to determine how to best access the outdoor dining area for providing emergency response within the closure area.

Parking for Curbside Pickup

Designated public parking spaces for the use of curbside pickup for pre-ordered food and drinks has been requested by the Old Town businesses located within the proposed road closure. In particular, the request is for use of parking spaces within the North Santa Fe Alley for curbside pickup for businesses such as Golden State Coffee Roasters, San Sushi and Tlaquepaque. Parking for quick access merchant curbside pick-up in the City-owned public parking lot located in the North Santa Fe Alley will be facilitated by implementing 30-minute time-restricted parking in this parking lot designated for businesses located within the 100 block of Santa Fe Avenue This also includes the implementation of circulation/signage to assure that pedestrian and vehicle safety are considered in any traffic circulation change.

"Dine Out Placentia" Program

The citywide "Dine Out Placentia" Program is a program designed to highlight all restaurants whom will be conducting outdoor dining during the COVID pandemic. The program will be marketed throughout various communication platforms including digital billboards, the city website, cable channel, City Administrator's Weekly Report, and social media. The program will also highlight, via an interactive GIS map, all restaurants that are open for dining outside.

FISCAL IMPACT:

The primary cost impacts to the City include the purchase of security barriers such as the water filled barriers, bollards and commercial outdoor planters that serve as barriers for both pedestrian and traffic control. Additional costs include temporary curbside pick-up signs, tables, chairs, umbrellas, landscape enhancements, new signage and live entertainment. Nominal expenditures related to Staff time to develop the "Dine Out Placentia" Program, implement the street closure in Santa Fe and market the outdoor dining. All expenditures related to the temporary closure of Santa Fe Avenue for outdoor dining will be covered under the CARES Act. No General Fund Dollars will be used for this purpose. A potential for revenue gain is anticipated from the ability of restaurants to be able to serve a higher number of customers. It is important to note that many of

the items included for purchase for this temporary program in Old Town will be able to be utilized by the City for various other programs and events in the future.

Prepared by:



Jeannette Ortega
Assistant to the City Administrator/
Economic Development Manager

Reviewed by:



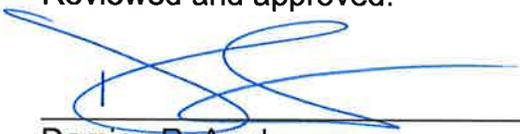
Joseph M. Lambert
Director of Development Services

Reviewed by:



Luis Estevez
Acting Deputy City Administrator

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment

Resolution No. 2020-XX – 30-Minute Parking Restriction for Curbside Pick-Up

RESOLUTION NO. R-2020-51

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PLACENTIA, CALIFORNIA CONCERNING THE
ESTABLISHMENT OF A 30-MINUTE PARKING RESTRICTION
FOR MERCHANT CURBSIDE PICK-UP ON CITY-OWNED
PROPERTY**

A. Recitals

WHEREAS, the City of Placentia manages parking on public roadways and public property to best serve residents and businesses; and

WHEREAS, the Director of Public Works shall provide traffic and parking regulations on public properties where there is a demonstrated need; and

WHEREAS, due to the ongoing COVID-19 pandemic and the State mandated closure of restaurants to indoor dining, the City and the Placita Santa Fe Merchants Association have collaborated on the temporary closure of the 100 block of Santa Fe Avenue to through traffic in order to create outdoor dining space. Parking for quick access merchant curbside pick-up in the City-owned public parking lot located in the North Santa Fe Alley will be facilitated by implementing 30-minute time-restricted parking in this parking lot for designated for businesses located within the 100 block of Santa Fe Avenue; and

WHEREAS, a City Council resolution is needed for installation of restricted parking on public property.

B. Resolution

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

1. The City Administrator or designee is hereby authorized and directed to install 30-minute time-restricted parking signs for eleven parking spaces located in the North Santa Fe alley parking lot.
2. The City Administrator or designee will remove the time-restricted parking signs 6-months following installation unless City Council extension is approved.

PASSED, ADOPTED AND APPROVED this 21st day of July 2020.

Ward L. Smith, 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 21st day of July 2020 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



PLACENTIA
Rich Heritage, Bright Future

Pension Obligation Bond Study Session July 21, 2020





Overview

- **CalPERS Pension Plan Overview**
- **Pension Obligation Bonds**
- **Pension Section 115 Trust**
- **Proposed Team**





PLACENTIA
Rich Heritage, Bright Future

CalPERS Pension Plan Overview



City CalPERS Membership

As of June 30, 2018

Participant Type	Total
Active	124
Transferred	112
Separated	69
Retired	343
Total	648

Classic Members

- Misc – 30 (2% @ 55)
- Misc Tier II – 5 (2% @ 60)
- Safety – 27 (3% @ 50)

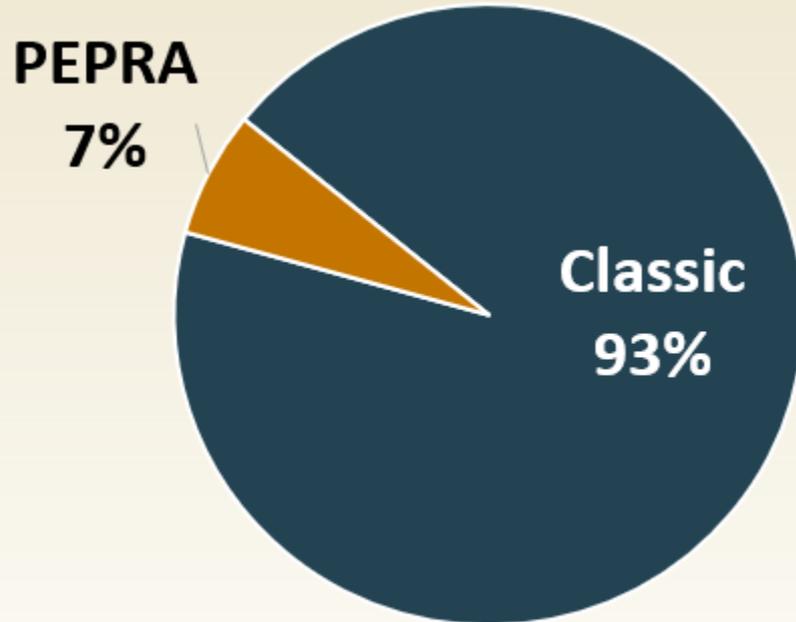
PEPRA Members

- Misc – 44 (2% @ 62)
- Safety – 18 (2.7% @ 57)

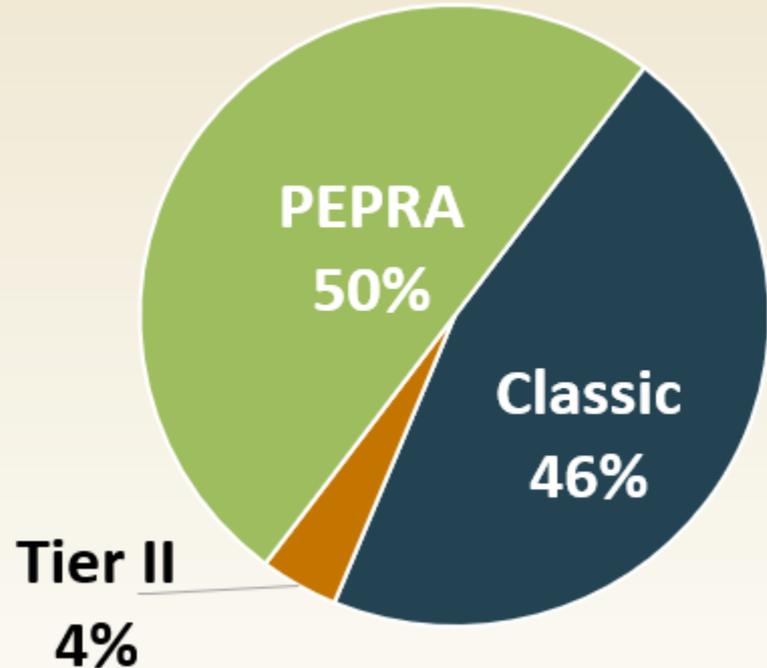


City CalPERS Membership

**107 Active Participants
June 30, 2014**



**124 Active Participants
June 30, 2018**



City CalPERS Plan Components



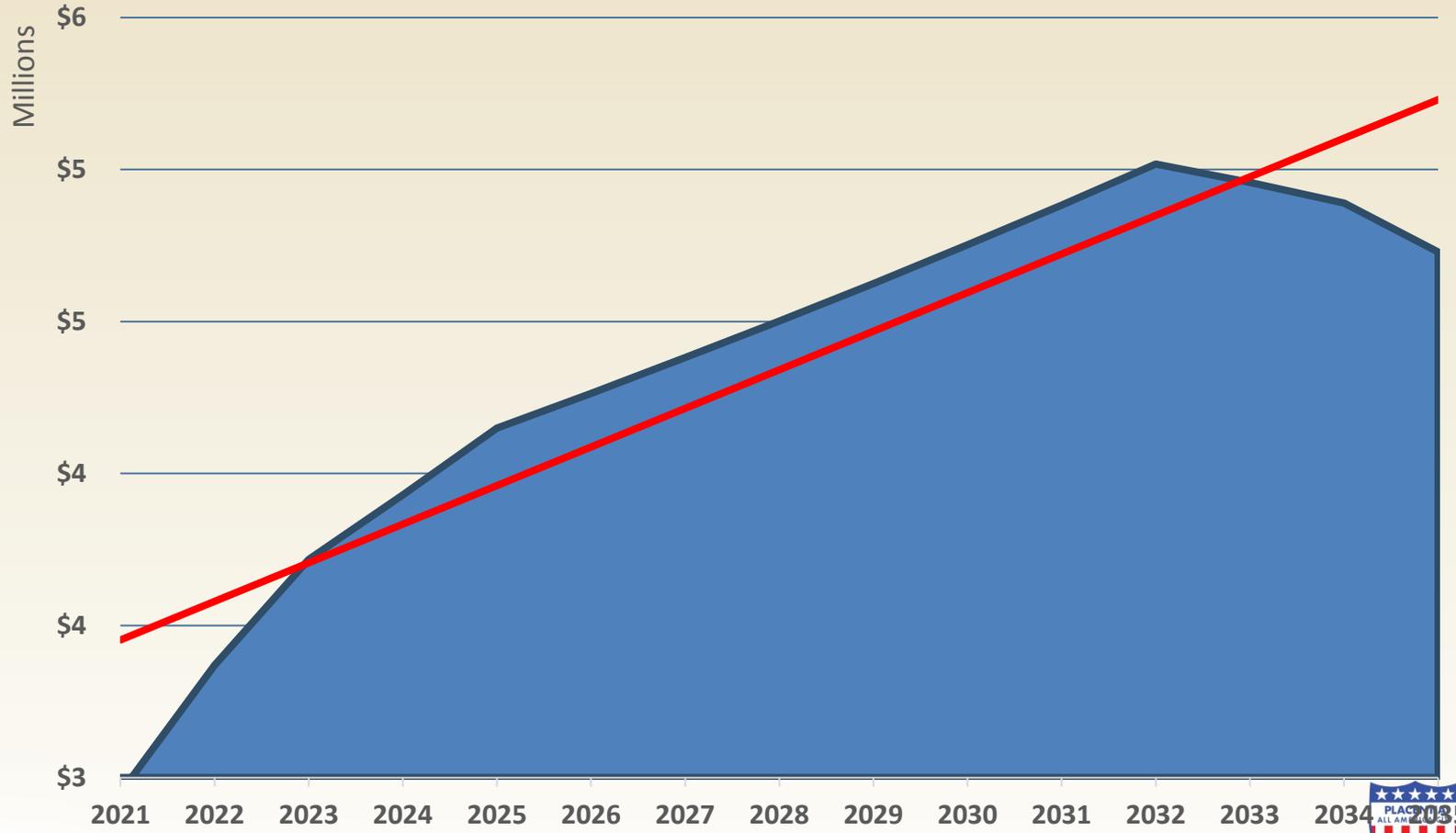
Fiscal Year	Discount Rate	Miscellaneous Plan			Safety Plan		
		Normal Cost %	UAL Balance	UAL Payment	Normal Cost %	UAL Balance	UAL Payment
2017-18	7.5%	8.92%	\$10.15Mil	\$576,900	19.72%	\$21.57Mil	\$2.27Mil
2018-19	7.375%	9.41%	\$13.50Mil	\$742,240	20.56%	\$25.97Mil	\$1.33Mil
2019-20	7.25%	10.22%	\$13.50Mil	\$919,275	21.93%	\$25.39Mil	\$1.65Mil
2020-21	7.0%	11.03%	\$15.49Mil	\$1.04Mil	23.67%	\$27.78Mil	\$1.88Mil
2021-22	7.0%	11.00%	\$16.01Mil	\$1.19Mil	23.70%	\$28.75Mil	\$2.15Mil

Note: Only includes Classic Plans





Forecasted Annual UAL Payments



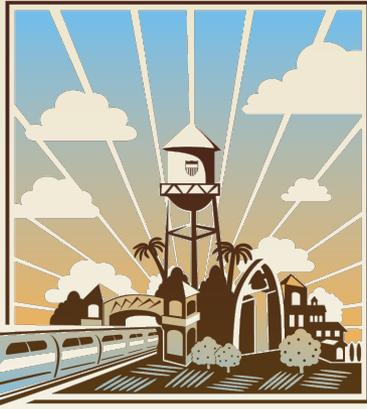
UAL Background

- Existing UAL is a made up of individual bases created each year
- Bases are amortized over different periods based upon PERS methodology and implicit interest rate of 7% (equal to the PERS discount rate)
- Existing UAL is funded with a fixed payment schedule that would only be reduced by PERS if they decrease the discount rate



UAL Background

- **City's long-term Unfunded Actuarial Accrued Liability (UAL)**
 - \$44.5M as of June 30, 2019
 - \$43.7M as of January 2021
 - To be updated in August to include FY 2018-19 UAL Calculation
- **CalPERS (PERS) charges 7.00% on the outstanding balance**
- **FY 2020-21 payment is \$2.95M and peaks at \$5.0M in FY 2031-32**



PLACENTIA
Rich Heritage, Bright Future

Pension Obligation Bonds





Pension Obligation Bonds

- **City may issue Pension Obligation Bonds at lower interest rates to pay off the UAL**
- **Estimated budgetary savings of \$15.1 Mil over 24 years**
- **Annual average estimated savings of \$581,000 to \$888,000**
- **One-time estimated savings of \$1.475M in FY 2020-21**



Long Term Budgetary Savings Relating to Pension Costs

League of California Cities has identified approaches to address unfunded pension liabilities

- **Develop and Implement Plan to Pay Down City's UAL**
- **Local Ballot Measures to Enhance Revenue**
- **Pension Rate Stabilization Program (Section 115 Trust)**
- **Change Service Delivery Methods and Levels of Certain Public Services**
- **Use Procedures and Transparent Bargaining to Increase Employee Pension Contributions**
- **Issue Pension Obligation Bonds (POBs)**



POBs are a Debt Management Tool

- **Refinance 7% payments at a lower fixed rate estimated in the range of 4.3%-5.3% including costs of issuance**
 - **POBs are issued at taxable rates and rates are based on City's credit rating**
- **Manageable payment**
- **Budget savings result in less expenditure cuts needed in the future**
- **Savings add to reserves and/or may be used for other City priorities**



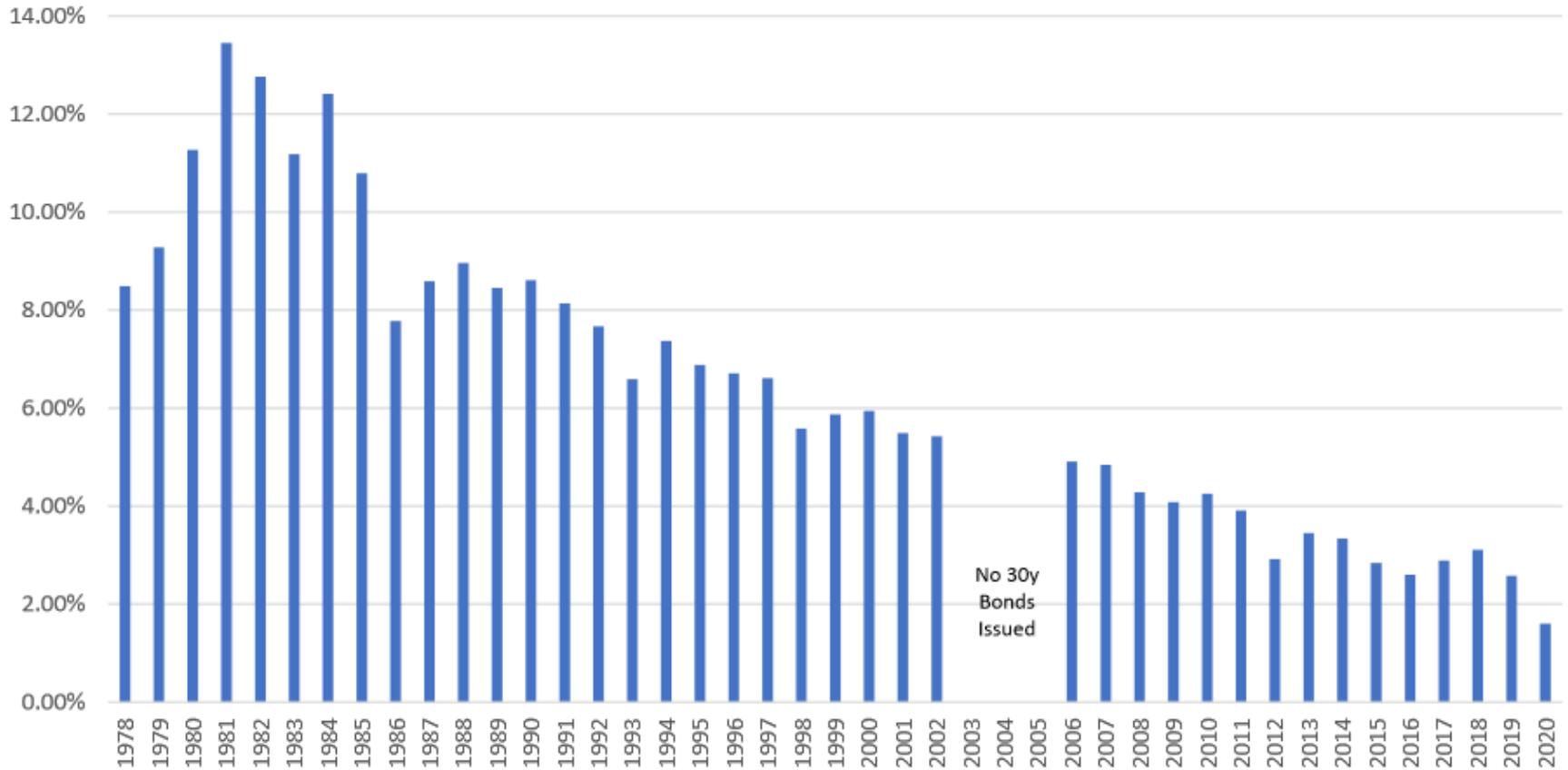
GFOA Views on POBs

GFOA View	City Position
Investment Vehicle	Debt Management
Complex Structure	Traditional Structure
Debt Capacity	UAL Already a Debt
No Early Prepayment	Refinance after 10 Years
Extend Maturity	Existing Maturity
Credit Negative	Credit Positive from Higher Funding Ratio



Rates at Historical Lows

30y Treasury Rates, 1977-2020





POB Issuance in California

PLACENTIA
Rich Heritage, Bright Future

Sale Date	Issuer	Par Amount	Moody's	S&P	Fitch	Bond Insurance	Pension Override?
6/11/2020	North County Fire	\$ 20,305,000	--	AA-	--		No
6/10/2020	Carson	108,020,000	--	AA-	--		No
6/9/2020	El Monte	118,725,000	--	A+	A-	AGM	Yes
6/4/2020	Riverside (City)	432,165,000	--	AA	AA-		No
6/2/2020	Inglewood	101,620,000	--	AA-	--	AGM	Yes
5/27/2020	Montebello	153,425,000	--	A+	--	AGM	Yes
5/14/2020	Larkspur	18,295,000	--	AAA	--		No
5/12/2020	Ontario	236,585,000	--	AA	AA-		No
4/22/2020	Riverside County	720,945,000	A2	AA	--		No
11/21/2019	Mont Co Fire	20,250,000	A2	AA-	--		No
9/24/2019	Marysville	15,000,000	--	A	--		No
9/5/2019	Glendora	64,420,000	--	AAA	--		No
8/08/2019	Hawthorne	121,865,000	A3	AA-	--		No
3/21/2019	Chowchilla	10,500,000	--	A+	--		No
3/6/2019	Baldwin Park	54,085,000	--	AA-	--		No
12/18/2018	Ridgecrest	19,955,000	--	A	--	BAM	No
8/15/2018	La Verne	54,265,000	--	AA+	--		No
6/28/2018	Tulare County	251,220,000	A1	AA-	--		No
12/13/2017	Monrovia	111,545,000	--	AA-	--		Yes
11/14/2017	Inglewood	52,795,000	A3	--	--		Yes
7/20/2017	Brawley	16,310,000	--	A-	--		No





POB Issuance

- **Requires judicial validation that voter approval is not required**
- **Demonstrate refinancing of an existing debt**
- **Issuance assumed January 2021 based upon court timing**





POB Issuance

- **POBs issued under the Refunding Law**
- **Cannot recoup monthly UAL payments made prior to POB issuance**



POB Issuance

- **100% funding or partial funding (e.g. 90%)**
- **Partial funding requires selection of individual amortization bases and may not produce enough savings in early years**
- **Preferred – 100% funding with Level Debt Service reducing in later years to match declining UAL payments**
 - **Provides enough savings to bear the cost of new UAL base payments in later years or fund a Section 115 Trust**

POB Issuance

100% Funding	
UAL as of January 15, 2021*	\$43,740,000
January –June 2021 Monthly UAL	1,475,000
Costs of Issuance	665,000
Total Bonds Issued	\$45,880,000

***June 30, 2019 UAL of \$44.5 Mil Rolled Forward, Reflecting Payments Made Prior to Issuance**

Note: Does Not Include FY 2018-19 UAL to be Added to Next PERS Valuation Report;
Based on 1/15/2021 UAL Prepayment Date





POB Issuance -100% Funding

FYE June 30	UAL Payments		Debt Service	Savings**
2021	\$1,474,764 *		\$ 695,000	\$ 779,764
2022	3,369,443		2,934,000	435,443
2023	3,717,621		3,260,000	457,621
2024	3,930,298		3,582,000	348,298
2025	4,149,730		3,583,000	566,730
2026	4,263,849		3,586,000	677,849
2027	4,381,106		3,586,000	795,106
2028	4,501,585		3,583,000	918,585
2029	4,625,378		3,581,000	1,044,378
2030	4,752,576		3,582,000	1,170,576
2031	4,883,272		3,583,000	1,300,272
2032	5,017,563		3,581,000	1,436,563
2033-2046	34,177,625		28,986,000	5,191,625
	\$83,244,810		\$68,122,000	\$15,108,246

*Remaining Monthly UAL Payments after Jan 2021 Issuance

**Savings are based on bonds issued at 4.3%

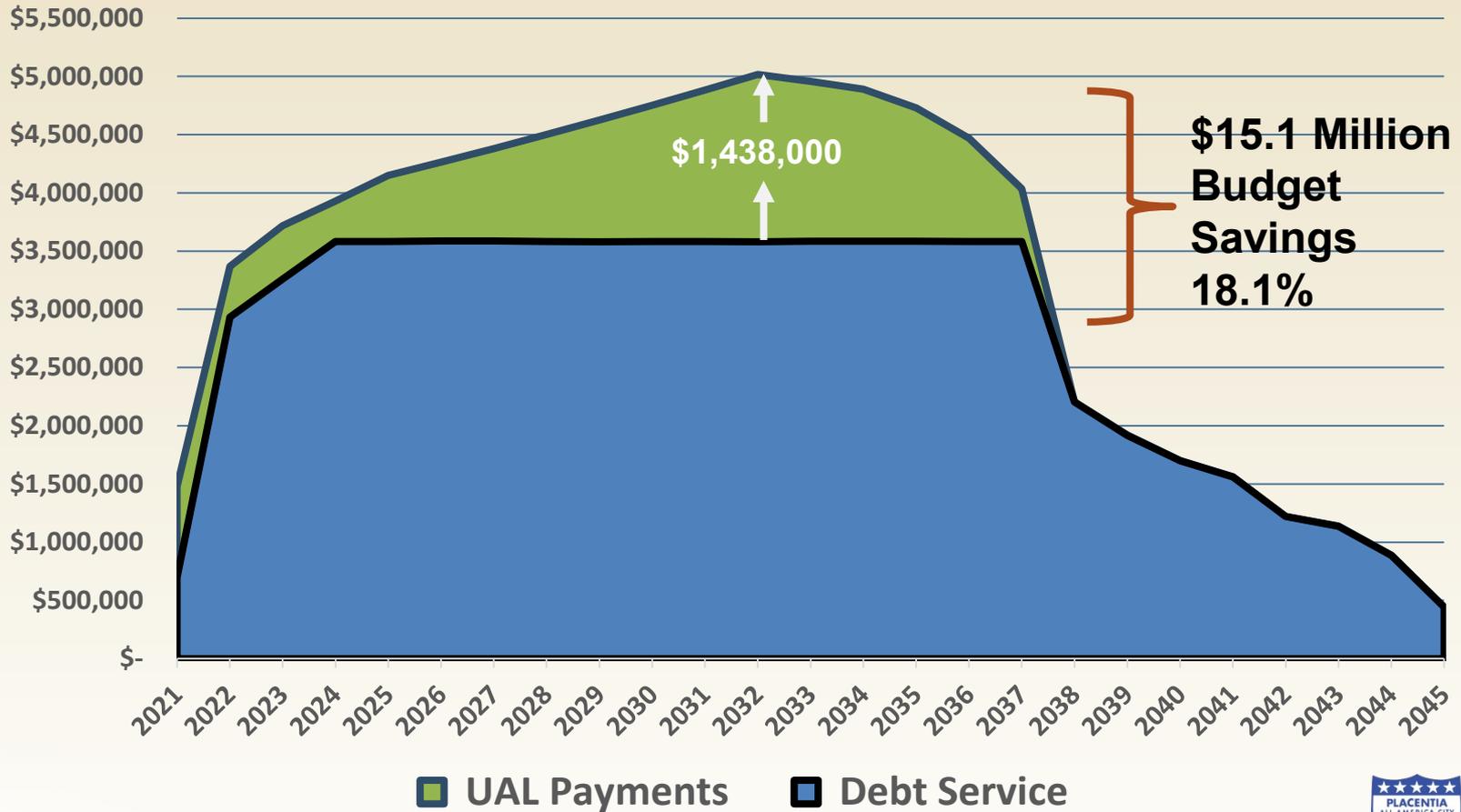
Note: Does Not Include FY 2018-19 UAL to be Added to Next PERS Valuation Report; Based on 1/15/2021 UAL Prepayment Date





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Budgetary Savings





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PARS Pension Section 115 Trust



PARS Pension Section 115 Trust

- Used by local governments to fund essential governmental functions (i.e., retiree healthcare, pension)
- Any income derived from a Section 115 Trust is tax exempt
- Prefund employee benefit plan obligations
- Once contributions are placed into the Trust, assets from the Trust can be used for specific benefit plan purposes
- Staff recommends the establishment of a Trust with PARS to offset future UAL



PARS Pension Section 115 Trust

WHY PREFUND PENSION OBLIGATIONS?

- 1 Complete Local Control over Assets**
Pension Rate Stabilization Program provides an alternative to sending money directly to retirement system to address unfunded pension liabilities
- 2 Pension Rate Stabilization**
Assets can be transferred to retirement system plan at the City's direction, which can reduce or eliminate large fluctuations in Employer contributions to retirement system
- 3 Rainy Day Fund**
Emergency source of funds when Employer revenues are impaired based on economic or other conditions
- 4 Diversified Investing**
Potential for Greater Return than General Fund



PARS Pension Section 115 Trust

Potential Portfolio Returns

As of May 31, 2020

Strategy	1 Year	3 Years	5 Years	10 Years
Capital Appreciation	5.56%	5.69%	5.74%	8.48%
Balanced	5.79%	5.48%	5.31%	7.70%
Moderate	5.75%	5.19%	5.00%	7.02%
Moderately Conservative	5.91%	4.71%	4.33%	5.70%
Conservative	6.30%	4.48%	3.91%	4.59%





PARS Pension Section 115 Trust

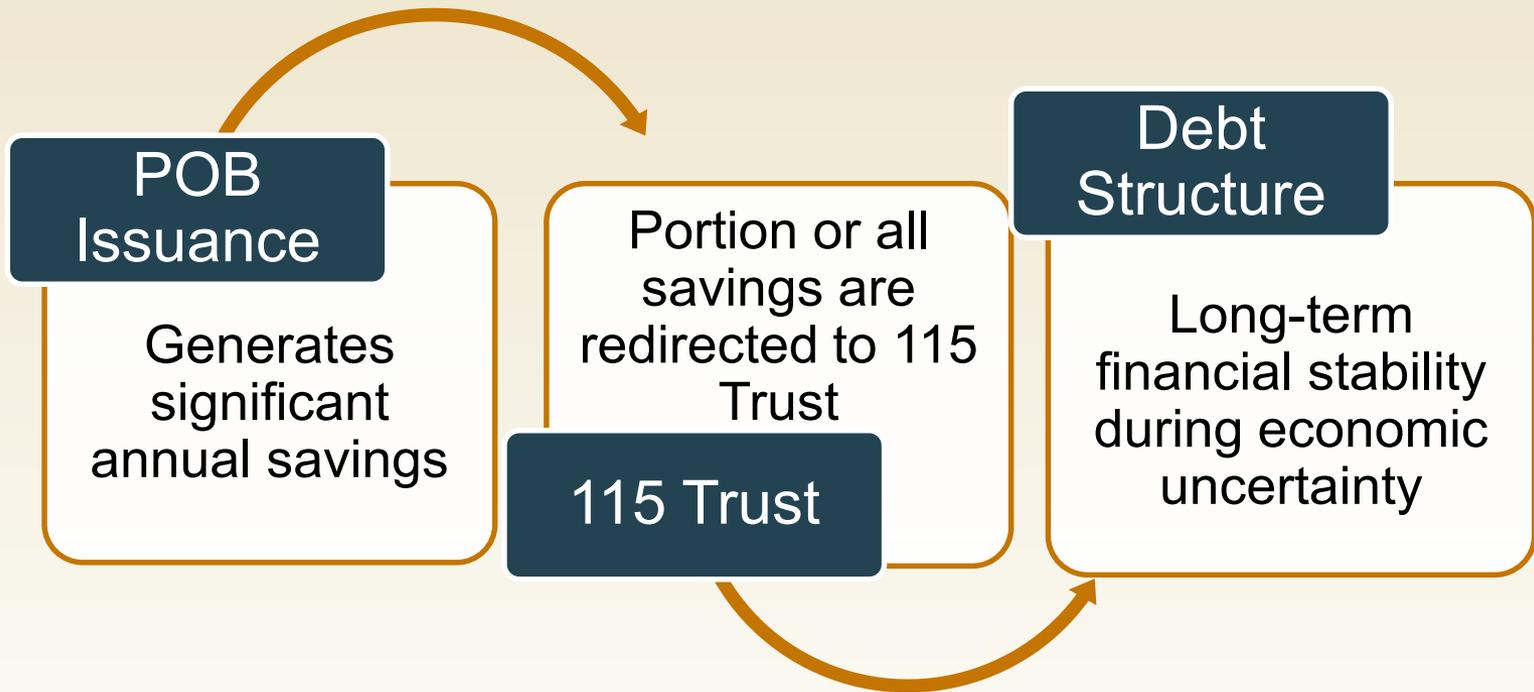
Potential PARS Portfolio Returns

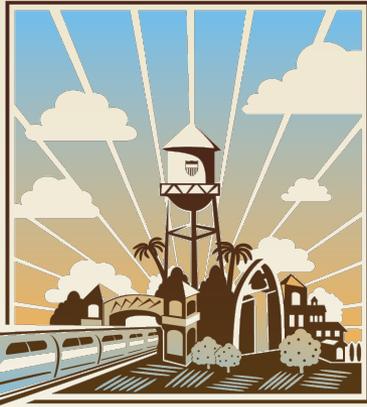
Strategy	1 Year	3 Years	5 Years	10 Years
Capital Appreciation	\$266,575	\$853,919	\$1,521,726	\$3,619,377
Balanced	265,275	845,440	1,498,668	3,514,651
Moderate	264,325	839,280	1,482,013	3,440,151
Moderately Conservative	262,175	825,451	1,44,925	3,277,669
Conservative	260,200	812,882	1,411,582	3,135,603

Asset figures shown above assume annual City contributions of \$250,000 over 10 years using HighMark Capital Management's expected net investment returns (30 year horizon) of selected investment strategy



Comprehensive Financing Structure





PLACENTIA
Rich Heritage, Bright Future

Proposed Team





Proposed Team

Financial Advisors

- Kosmont Transactions Services, Inc.
- Harrell & Company Advisors, LLC

Pension Section 115 Trust

- Public Agency Retirement Services (PARS)

Bond Counsel

- To Be Determined



Financial Advisors – Kosmont



- Principals – 65+ Years of Experience
- 400 Financings for Cities and Public Entities
- MSRB/SEC IRMA
- Financings Totaling Nearly \$5 Billion

Recent POB Experience	
City of Carson	Kensington CSD
City of Calexico*	City of Rancho Palos Verdes*
City of Redondo Beach*	*Evaluating





Financial Advisors – Harrell & Company

Harrell & Company

- Worked with the City since 2009
- Over 20 years of Financial Advisor Experience
- Nearly 325 Financings for Cities and Special Districts
- Financings Totaling more than \$5.8 Billion

Recent POB Experience	
City of La Verne	City of Baldwin Park
City of Ontario	City of Carson
Otay Water District	





Pension 115 Trust – PARS 115 Trust Team

PUBLIC
AGENCY
RETIREMENT
SERVICES

PARS Trust Administrator & Consultant

TRUSTED SOLUTIONS. LASTING RESULTS.

- 36 Years of Experience
- 1,000+ Public Agency Clients
- \$4.0 Billion of Assets Under Administration

Trustee – US Bank

- 157 Years of Experience
- \$5.0 Trillion of Assets Under Administration

Investment Manager – High Mark Capital

- 101 Years of Experience
- \$16.2 Billion of Assets Under Administration



Schedule

Next Steps	Timing
Engage Finance Team	Current
Council Authorizes Section 115 Trust	September
Prepare and File Validation Proceedings	Mid-to-Late September
Court Validation Process	3-5 Months (Varies)
Prepare Draft Legal Documents and Authorizing Resolutions	During Validation
Validation Becomes Final	30 Days Following Judgement
City Council Authorizes Bonds	December 2020 – February 2021
Market/Sell Bonds; Payoff CalPERS UAL	January – March 2021

Staff Recommendation

It is recommended that the City Council:

- 1. Direct Staff to proceed with the additional evaluation of POBs for City Council consideration, including the following:**
 - a. Selection of Bond Counsel and Underwriter teams**
 - b. POB Indenture and to initiate Validation Proceeding**
 - c. POBs financing documents**
 - d. Establish Section 115 Trust to offset future UAL**



Questions?



PLACENTIA
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Measure U Annual Report

Citizens' Oversight Committee

July 21, 2020

Measure U Oversight

- Measure U called for the establishment of a 3 member oversight committee responsible for issuing an annual report
 - Robert McKinnell, chair
 - Glenn Casterline, vice-chair
 - John Lewis, member
- City Council established the additional oversight criteria to monitor compliance with City Policy 460
 - New, ongoing revenue sources would be allocated according to the following guidelines
 - 50% for infrastructure projects
 - 20% employee retention initiatives
 - 10% retirement of unfunded pension and OPEB liabilities
 - 20% general fund reserves

Fiscal Year 2019-2020 Measure U Fund Balance (Cash Basis Accounting)

CITY OF PLACENTIA						
Measure U Fund						
Period: 07/01/2019-06/30/2020						
	Measure U Amended Budget	Measure U Actuals thru 6/30/2020	Infrastructure 50%	Emp. Reten. 20%	OPEB 10%	GF Reserves 20%
Year-to-Date Actuals as of 6/30/2020						
Beginning Fund Balance at July 1, 2019	1,410,300	341,332	170,666	68,266	34,133	68,266
Fiscal Year 2018-19 Revenue Received after June 30, 2019	-	1,085,635	542,818	217,127	108,564	217,127
Fiscal Year 2018-19 Accrued Expense	-	(17,268)	(17,268)	-	-	-
Total Beginning Fund Balance	1,410,300	1,409,699	696,215	285,393	142,697	285,393
Revenue	5,400,000	5,062,163	2,531,081	1,012,433	506,216	1,012,433
Total Resources	6,810,300	6,471,861	3,227,297	1,297,826	648,913	1,297,826
CIP Expenditures						
1001 - FY 2019-20 Residential Slurry Seal Project	400,000	172,014	172,014	-	-	-
1002 - FY 2019-20 Arterial Roadway Rehab Project	1,390,600	183,723	183,723	-	-	-
1003 - Engineering Design Services Citywide Road Rehab	-	-	-	-	-	-
1008 - ADA Ramp Reconstruction	115,000	85,748	85,748	-	-	-
1801 - Golden Avenue Bridge	23,600	-	-	-	-	-
1905 - ADA Ramp Design - Carry-over*	508,732	528,413	528,413	-	-	-
1906 - Street Surfacing Project	64,800	-	-	-	-	-
3066 - Fire Operations	146,857	43,364	43,364	-	-	-
5004 - Tynes Gym Roof Replacement Project	60,000	-	-	-	-	-
5005 - Police Station Interior Paint and Flooring Project	110,000	55,576	55,576	-	-	-
5006 - PD Investigations Room Improve. Project	-	-	-	-	-	-
6005 - Electronic Ticket Writers	-	-	-	-	-	-
6006 - MCV Radios (Vehicles)	181,285	-	-	-	-	-
6009 - Fire Mark 43 CAD	84,233	10,055	10,055	-	-	-
6015 - Priority EMS and EMF Dispatch Software(Machinery & Equip)	101,358	101,358	101,358	-	-	-
6016 - Fire Station Radios APX4500 (Machinery & Equip)	7,454	7,425	7,425	-	-	-
6017 - E-Lock System (Machinery & Equip)	33,061	4,676	4,676	-	-	-
6018 - Dispatch Console Radios (Fire) (Machinery & Equip)	26,837	26,837	26,837	-	-	-
7001 - Parque Del Arroyo Verde Renovation Project	30,000	-	-	-	-	-
7002 - Champions Sports Park Fence Replacement	70,000	58,055	58,055	-	-	-
7003 - Samp Park Pergola Replacement Project	20,000	-	-	-	-	-
7004 - Pool Lifts	8,000	-	-	-	-	-
7005 - Restroom Stall Doors Aguirre Building	-	-	-	-	-	-
7006 - Restroom Stall Doors Champions	5,000	4,022	4,022	-	-	-
7007 - Kraemer Sports Field Lights Repairs	30,000	-	-	-	-	-
8001 - PW Stake Bed Truck (Vehicles)	47,500	-	-	-	-	-
8002 - PW Fork Lift (Vehicles)	37,500	24,742	24,742	-	-	-
8003 - 3 PD Motor Units	292,400	161,427	161,427	-	-	-
8004 - SWAT Van	55,000	-	-	-	-	-
Total CIP Expenditures	3,849,217	1,467,432	1,467,432	-	-	-
Transfers-Out						
Quarterly transfer to GF - Contingency Reserve	1,425,300	1,090,300	-	-	-	1,090,300
Quarterly transfer to GF - Employee Retention	1,425,300	1,090,300	-	1,090,300	-	-
Total Transfers-Out	2,850,600	2,180,600	-	1,090,300	-	1,090,300
Total Expenditures & Transfers-Out	6,699,817	3,648,032	1,467,432	1,090,300	-	1,090,300
Ending Fund Balance	110,483	2,823,829	1,759,864	207,526	648,913	207,526

* Includes an accrual from Fiscal Year 2018-19

Fiscal Year 2019-2020 Measure U Revenues (Cash Basis Accounting)

CITY OF PLACENTIA						
Measure U Fund						
Period: 07/01/2019-06/30/2020						
	Measure U Budget	Measure U 100%	Infrastructure 50%	Emp. Reten. 20%	OPEB 10%	GF Reserves 20%
Year-to-Date Actuals as of 6/30/2020						
Beginning Balance	1,410,300	1,409,699	696,216	285,394	142,696	285,394
<u>Tax Revenues:</u>	5,400,000					
7/2019 Tax Disbursement	-	418,392	209,196	83,678	41,839	83,678
8/2019 Tax Disbursement	-	547,647	273,823	109,529	54,765	109,529
9/2019 Tax Disbursement	-	620,919	310,459	124,184	62,092	124,184
10/2019 Tax Disbursement	-	469,854	234,927	93,971	46,985	93,971
11/2019 Tax Disbursement	-	514,338	257,169	102,868	51,434	102,868
12/2019 Tax Disbursement	-	729,235	364,617	145,847	72,923	145,847
01/2020 Tax Disbursement	-	471,573	235,786	94,315	47,157	94,315
02/2020 Tax Disbursement	-	485,447	242,723	97,089	48,545	97,089
03/2020 Tax Disbursement	-	342,703	171,351	68,541	34,270	68,541
04/2020 Tax Disbursement	-	462,056	231,028	92,411	46,206	92,411
05/2020 Tax Disbursement	-					
06/2020 Tax Disbursement	-					
FY 2019 - 20 Total	5,400,000	5,062,163	2,531,081	1,012,433	506,216	1,012,433
Total Resources	6,810,300	6,471,862	3,227,297	1,297,827	648,912	1,297,827

Due to two-month delay to receive payments, May and June of 2020 revenues were not received by June 30, 2020

Fiscal Year 2019-2020 Measure U Expenditures (Cash Basis Accounting)

CITY OF PLACENTIA						
Measure U Fund						
Period: 07/01/2019-06/30/2020						
	Measure U Amended Budget	Measure U Actuals thru 6/30/2020	Infrastructure 50%	Emp. Reten. 20%	OPEB 10%	GF Reserves 20%
Year-to-Date Actuals as of 6/30/2020						
CIP Expenditures						
1001 - FY 2019-20 Residential Slurry Seal Project	400,000	172,014	172,014	-	-	-
1002 - FY 2019-20 Arterial Roadway Rehab Project	1,390,600	183,723	183,723	-	-	-
1003 - Engineering Design Services Citywide Road Rehab	-	-	-	-	-	-
1008 - ADA Ramp Reconstruction	115,000	85,748	85,748	-	-	-
1801 - Golden Avenue Bridge	23,600	-	-	-	-	-
1905 - ADA Ramp Design - Carry-over*	508,732	528,413	528,413	-	-	-
1906 - Street Surfacing Project	64,800	-	-	-	-	-
3066 - Fire Operations	146,857	43,364	43,364	-	-	-
5004 - Tynes Gym Roof Replacement Project	60,000	-	-	-	-	-
5005 - Police Station Interior Paint and Flooring Project	110,000	55,576	55,576	-	-	-
5006 - PD Investigations Room Improve. Project	-	-	-	-	-	-
6005 - Electronic Ticket Writers	-	-	-	-	-	-
6006 - MCV Radios (Vehicles)	181,285	-	-	-	-	-
6009 - Fire Mark 43 CAD	84,233	10,055	10,055	-	-	-
6015 - Priority EMS and EMF Dispatch Software(Machinery & Equip	101,358	101,358	101,358	-	-	-
6016 - Fire Station Radios APX4500 (Machinery & Equip)	7,454	7,425	7,425	-	-	-
6017 - E-Lock System (Machinery & Equip)	33,061	4,676	4,676	-	-	-
6018 - Dispatch Console Radios (Fire) (Machinery & Equip)	26,837	26,837	26,837	-	-	-
7001 - Parque Del Arroyo Verde Renovation Project	30,000	-	-	-	-	-
7002 - Champions Sports Park Fence Replacement	70,000	58,055	58,055	-	-	-
7003 - Samp Park Pergola Replacement Project	20,000	-	-	-	-	-
7004 - Pool Lifts	8,000	-	-	-	-	-
7005 - Restroom Stall Doors Aguirre Building	-	-	-	-	-	-
7006 - Restroom Stall Doors Champions	5,000	4,022	4,022	-	-	-
7007 - Kraemer Sports Field Lights Repairs	30,000	-	-	-	-	-
8001 - PW Stake Bed Truck (Vehicles)	47,500	-	-	-	-	-
8002 - PW Fork Lift (Vehicles)	37,500	24,742	24,742	-	-	-
8003 - 3 PD Motor Units	292,400	161,427	161,427	-	-	-
8004 - SWAT Van	55,000	-	-	-	-	-
Total CIP Expenditures	3,849,217	1,467,432	1,467,432	-	-	-
Transfers-Out						
Quarterly transfer to GF - Contingency Reserve	1,425,300	1,090,300	-	-	-	1,090,300
Quarterly transfer to GF - Employee Retention	1,425,300	1,090,300	-	1,090,300	-	-
Total Transfers-Out	2,850,600	2,180,600	-	1,090,300	-	1,090,300

Fiscal Year 2019-2020 Measure U Expenditures

(Accrual Basis Accounting)

CITY OF PLACENTIA					
Measure U Fund					
Period: 07/01/2019-06/30/2020					
	Measure U Amended Budget	Actual Thru 6/30/2019	Estimated Outstanding Expenses	Estimated Total Expenditures	FYE Project Status
CIP Expenditures					
1001 - FY 2019-20 Residential Slurry Seal Project	400,000	172,014	185,816	357,830	Completed
1002 - FY 2019-20 Arterial Roadway Rehab Project	1,390,600	183,723	25,163	208,886	Carry-over
1003 - Engineering Design Services Citywide Road Rehab	-	-	-	-	Cancelled
1008 - ADA Ramp Reconstruction	115,000	85,748	-	85,748	Completed
1801 - Golden Avenue Bridge	23,600	-	-	-	Carry-over
1905 - ADA Ramp Design - Carry-over*	508,732	528,413	-	528,413	Completed
1906 - Street Surfacing Project	64,800	-	-	-	Completed
3066 - Fire Operations	146,857	43,364	102,138	145,502	Completed
5004 - Tynes Gym Roof Replacement Project	60,000	-	-	-	Deferred
5005 - Police Station Interior Paint and Flooring Project	110,000	55,576	-	55,576	Carry-over
5006 - PD Investigations Room Improve. Project	-	-	-	-	Completed
6005 - Electronic Ticket Writers	-	-	-	-	Completed
6006 - MCV Radios (Vehicles)	181,285	-	68,817	68,817	Carry-over
6009 - Fire Mark 43 CAD	84,233	10,055	74,178	84,233	Carry-over
6015 - Priority EMS and EMF Dispatch Software(Machinery & Equip)	101,358	101,358	-	101,358	Completed
6016 - Fire Station Radios APX4500 (Machinery & Equip)	7,454	7,425	-	7,425	Completed
6017 - E-Lock System (Machinery & Equip)	33,061	4,676	28,385	33,061	Completed
6018 - Dispatch Console Radios (Fire) (Machinery & Equip)	26,837	26,837	-	26,837	Completed
7001 - Parque Del Arroyo Verde Renovation Project	30,000	-	-	-	Completed
7002 - Champions Sports Park Fence Replacement	70,000	58,055	6,451	64,505	Completed
7003 - Samp Park Pergola Replacement Project	20,000	-	-	-	Carry-over
7004 - Pool Lifts	8,000	-	-	-	Cancelled
7005 - Restroom Stall Doors Aguirre Building	-	-	-	-	Completed
7006 - Restroom Stall Doors Champions	5,000	4,022	-	4,022	Completed
7007 - Kraemer Sports Field Lights Repairs	30,000	-	-	-	Carry-over
8001 - PW Stake Bed Truck (Vehicles)	47,500	-	47,423	47,423	Carry-over
8002 - PW Fork Lift (Vehicles)	37,500	24,742	-	24,742	Completed
8003 - 3 PD Motor Units	292,400	161,427	125,978	287,405	Completed
8004 - SWAT Van	55,000	-	55,000	55,000	Completed
Total CIP Expenditures	3,849,217	1,467,432	719,350	2,186,782	
Transfers-Out					
Quarterly transfer to GF - Contingency Reserve	1,425,300	1,090,300	-	1,090,300	
Quarterly transfer to GF - Employee Retention	1,425,300	1,090,300	-	1,090,300	
Total Transfers-Out	2,850,600	2,180,600	-	2,180,600	
Total Expenditures & Transfers-Out	6,699,817	3,648,032	719,350	4,367,382	

*Project was paid out of the General Fund. Once final bill is paid, the project expenses will be transferred to Measure U. Project Total is \$64,658

Fiscal Year 2019-2020 Measure U Expenditures and Commitments

Street and Sidewalk Maintenance

CIP	Project Title	Budgeted / Appropriated	Expended Through 6/30/20	Obligated Funds Remaining	Total Planned Expenditure	Status
Street and Sidewalk Maintenance						
1001	FY 2019-2020 Residential Slurry Seal Project	\$ 400,000	\$ 172,014	\$ 185,816	\$ 357,830	Completed
1002	FY2019-2020 Arterial Roadway Rehab Project	\$ 1,390,600	\$ 183,723	\$ 25,163	\$ 208,886	Carry -Over
1003	Engineering Design Services Citywide Road Rehab	\$ -			\$ -	Cancelled
1008	ADA Ramp Reconstruction	\$ 115,000	\$ 85,748		\$ 85,748	Completed
1801	Golden Avenue Bridge	\$ 23,600	\$ -		\$ -	Carry -Over
1908	ADA Ramp Design (Carry-Over)	\$ 508,732	\$ 528,413		\$ 528,413	Completed
1906	Street Surfacing Project	\$ 64,800			\$ -	Completed
TOTAL STREET AND SIDEWALK MAINTENANCE		\$ 2,502,732	\$ 969,898	\$ 210,979	\$ 1,180,877	54.0%
TOTAL MEASURE U INFRASTRUCTURE		\$ 3,849,217	\$ 1,467,435	\$ 719,349	\$ 2,186,784	100.0%
LEGEND						
		Completed	Project Completed, No funds expended after 6/30/2020			
		Carry Forward	Project will continue or be funded in Fiscal Year 2020-2021			
		Deferred	Project deferred until after Fiscal Year 2020-2021			

Fiscal Year 2019-2020 Measure U Expenditures and Commitments

Building and Park Maintenance

CIP	Project Title	Budgeted / Appropriated	Expended Through 6/30/20	Obligated Funds Remaining	Total Planned Expenditure	Status
Building and Park Maintenance						
5004	Tynes Gym Roof Replacement Project	\$ 60,000			\$ -	Deferred
5005	Police Station Interior Paint and Flooring Project	\$ 110,000	\$ 55,576		\$ 55,576	Completed
5006	Police Department Investigations Room Improvement				\$ -	Completed
7001	Parque Del Arroyo Verde Renovation Project	\$ 30,000			\$ -	Completed
7002	Champions Sports Park Fence replacement	\$ 70,000	\$ 58,055	\$ 6,451	\$ 64,506	Completed
7003	Samp Park Pergola Replacement Project	\$ 20,000			\$ -	Carry -Over
7004	Pool Lifts	\$ 8,000			\$ -	Cancelled
7005	Restroom Stall Doors - Aguirre Building				\$ -	Completed
7006	Restroom Stall Doors- Champions Sports Park	\$ 5,000	\$ 4,022		\$ 4,022	Completed
7007	Kraemer Sports Field Light Repairs	\$ 30,000	\$ -		\$ -	Carry -Over
TOTAL BUILDING AND PARK MAINTENANCE		\$ 333,000	\$ 117,653	\$ 6,451	\$ 124,104	5.7%
TOTAL MEASURE U INFRASTRUCTURE		\$ 3,849,217	\$ 1,467,435	\$ 719,349	\$ 2,186,784	100.0%

LEGEND	
Completed	Project Completed, No funds expended after 6/30/2020
Carry Forward	Project will continue or be funded in Fiscal Year 2020-2021
Deferred	Project deferred until after Fiscal Year 2020-2021

Fiscal Year 2019-2020 Measure U Expenditures and Commitments

Public Safety Infrastructure

CIP	Project Title	Budgeted / Appropriated	Expended Through 6/30/20	Obligated Funds Remaining	Total Planned Expenditure	Status
Public Safety Infrastructure						
3066	Fire Operations	\$ 146,857	\$ 43,364	\$ 102,138	\$ 145,502	Completed
6005	Electronic Ticket Writers				\$ -	Carry -Over
6006	MCV Radios (Vehicle Placement)	\$ 181,285		\$ 68,817	\$ 68,817	Carry -Over
6009	Fire Mark 43 CAD	\$ 84,233	\$ 10,055	\$ 74,178	\$ 84,233	Carry -Over
6015	Priority EMS and EMF Dispatch Software (H/W & Equip)	\$ 101,358	\$ 101,358		\$ 101,358	Completed
6016	Fire Station Radios APX4500 (H/W & Equip)	\$ 7,454	\$ 7,425		\$ 7,425	Completed
6017	E-Lock System (H/W & Equip)	\$ 33,061	\$ 4,676	\$ 28,385	\$ 33,061	Completed
6018	Dispatch Console Radios for Fire (H/W & Equip)	\$ 26,837	\$ 26,837		\$ 26,837	Completed
TOTAL PUBLIC SAFETY INFRASTRUCTURE		\$ 581,085	\$ 193,715	\$ 273,518	\$ 467,233	21.4%
TOTAL MEASURE U INFRASTRUCTURE		\$ 3,849,217	\$ 1,467,435	\$ 719,349	\$ 2,186,784	100.0%

LEGEND	
Completed	Project Completed, No funds expended after 6/30/2020
Carry Forward	Project will continue or be funded in Fiscal Year 2020-2021
Deferred	Project deferred until after Fiscal Year 2020-2021

Fiscal Year 2019-2020 Measure U Expenditures and Commitments

Vehicle Maintenance/Replacement

CIP	Project Title	Budgeted / Appropriated	Expended Through 6/30/20	Obligated Funds Remaining	Total Planned Expenditure	Status
Vehicle Maintenance / Replacement						
8001	Public Works Stake Bed Truck	\$ 47,500		\$ 47,423	\$ 47,423	Carry -Over
8002	Public Works Fork Lift	\$ 37,500	\$ 24,742		\$ 24,742	Completed
8003	Police Department Motorcycle Units (quantity=3)	\$ 292,400	\$ 161,427	\$ 125,978	\$ 287,405	Completed
8004	SWAT Van	\$ 55,000		\$ 55,000	\$ 55,000	Completed
TOTAL VEHICLE MAINTENANCE / REPLACEMENT		\$ 432,400	\$ 186,169	\$ 228,401	\$ 414,570	19.0%
TOTAL MEASURE U INFRASTRUCTURE		\$ 3,849,217	\$ 1,467,435	\$ 719,349	\$ 2,186,784	100.0%

LEGEND	
Completed	Project Completed, No funds expended after 6/30/2020
Carry Forward	Project will continue or be funded in Fiscal Year 2020-2021
Deferred	Project deferred until after Fiscal Year 2020-2021

Transfers to the General Fund

- **Employee Retention - \$1,090,300**
 - Supported additional hiring to reduce forced overtime
 - Market rate adjustment to pay structure
 - Moved pay structure toward the traditional city goal of being in the midpoint of similarly sized SoCal cities
- **General Fund Reserves - \$1,090,300**
 - Goal is to reach general fund reserves of 17% of annual budget
 - Current budget reserve target is \$6,097,268

Estimated Accrued Unobligated General Fund Reserve Balance as of 6/30/2019

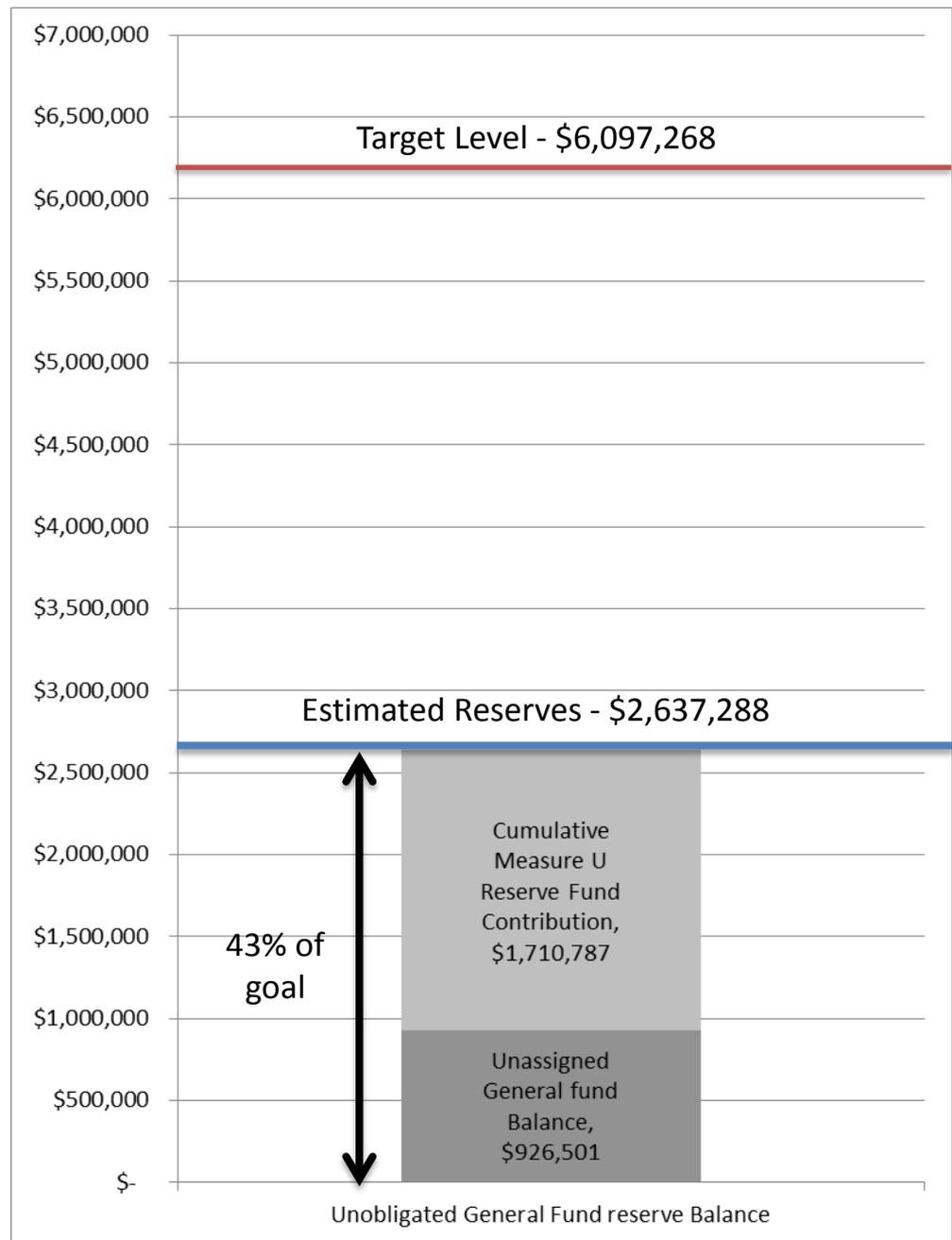
17% Target Level

\$6,097,268

Current Level

\$2,637,288

(43.3% of goal)



Funds Retained for Unpaid Liabilities

- Measure U funds allocated to retire unfunded liabilities are being retained pending development of policies
 - Year-to-year retirement versus capitalization and retirement are among the options
- City Council did negotiate the retirement, payout, and elimination of a dormant CalPERS account
 - Will be retired over 5 years starting in Fiscal Year 2020-2021 using Measure U funds

Concluding Opinion of Measure U Citizens' Oversight Committee

The conclusion of the Oversight Committee is that all Measure U revenues received through June 30, 2020 have been properly accounted for and allocated to the appropriate uses. In addition, all expenditures have been properly authorized, expended, and reported in accordance with all applicable city procedures and practices.

Progress Toward Fiscal Sustainability

- Future cost of maintaining infrastructure has been greatly reduced given resumed maintenance
- Significant improvement in fiscal reserves
- City credit rating was raised three steps in a single adjustment
 - Opportunity exists for even higher rating in the future

*Improvement could not have come at a better time ---
the true test of sustainability and the value of Measure U will
be the ability to handle the effects of the pandemic without
need for drastic financial action*

Budgeted Measure U Support of Multi-Year Obligations

- Infrastructure
 - Police Mark 43 CAD/RMS System (Year 4) \$118,400
 - Lease of 3 patrol units (Year 1 and outfitting) \$73,000
 - Lease of Police Chief Vehicle (Year 1) \$12,000
- Employee Retention
 - Market rate adjustment(s)
- Elimination of Unfunded Liabilities
 - Payout of Dormant CalPERS retirement plan ≈\$300,000



Dine Out Placentia In Response To COVID-19

City Council Meeting

June 21, 2020

COVID-19 Requirements for Restaurants

- As a result of COVID-19, Orange County restaurants are required to close indoor dining as of July 1, 2020
- Uncertain how long indoor closure will continue
- Once reopened, it is likely that indoor dining will be limited in capacity
- Creates a challenge in Old Town due to the narrow sidewalks and limited building frontage
- Some restaurants are using private parking lots to create outdoor dining
- Curbside pick up and delivery is available
- Other restaurants are facing potential closure



COVID-19 Requirements for Restaurants

- Multiple Downtowns in Orange County have implemented full/partial street closure to facilitate outdoor dining, including:
 - Fullerton
 - Orange
 - Laguna Beach
 - San Clemente
 - Garden Grove
 - Costa Mesa
 - Brea
 - Santa Ana
 - Buena Park
 - Newport Beach
 - Aliso Viejo



Outdoor Dining in Fullerton



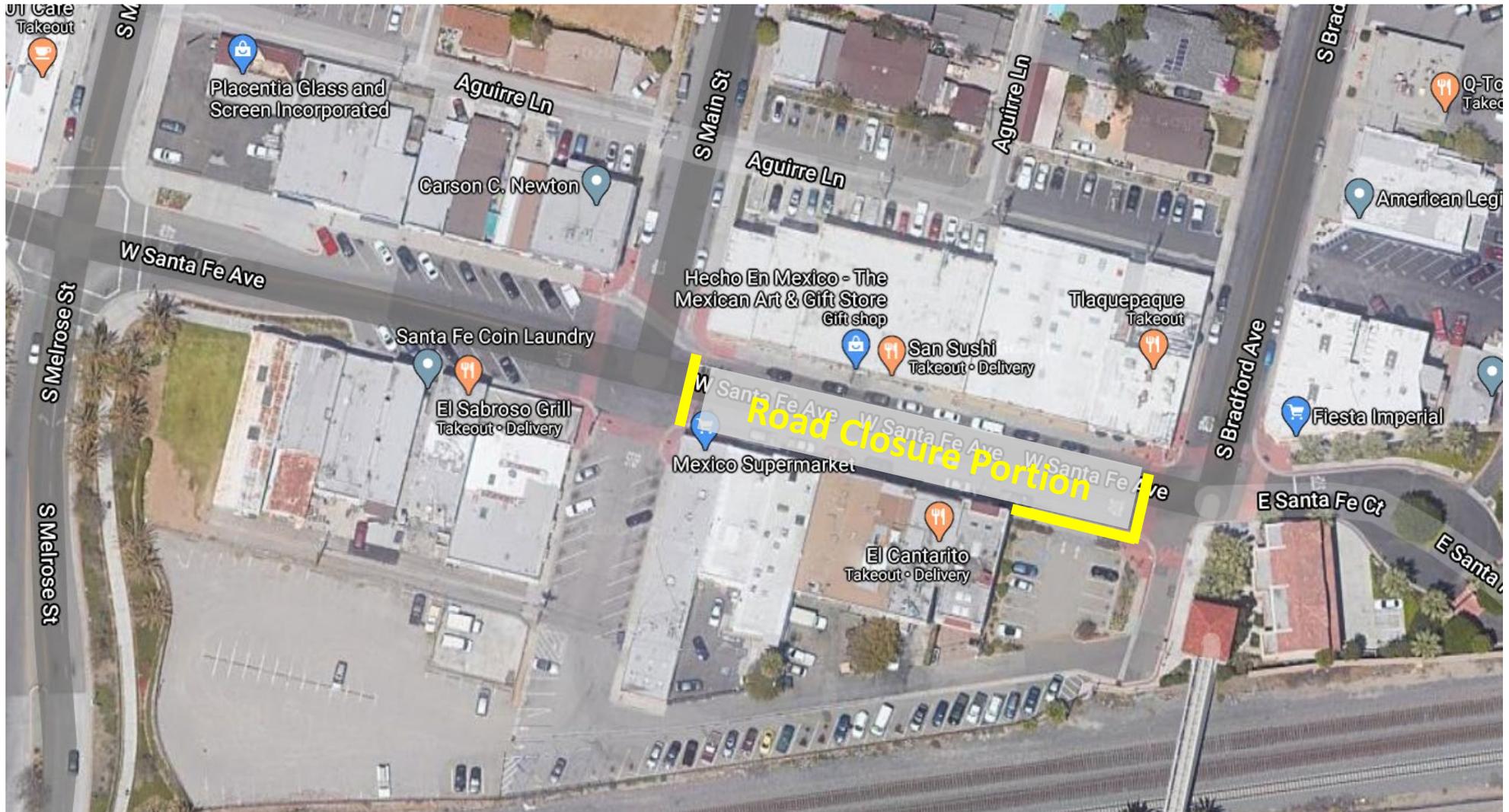
Outdoor Dining in Orange



Outdoor Dining in Aliso Viejo



Santa Fe Ave Road Closure



Curbside Pick Up Locations



Public Amenities



Cost Analysis

Description	Quantity	Price Per Item	Total Costs
Water Filled Barriers	8	\$293	\$2,344
Commercial Planters	11	\$500	\$5,500
Landscape (plants and soil)			\$4,000
Artificial Boxwood Hedge Wall	6	\$400	\$2,400
Black Umbrellas	30	\$65	\$1,950
Black Umbrella Bases	30	\$80	\$2,400
Rectangular Tables and Benches	20	\$640	\$12,800
Round Tables and Chairs	10	\$280	\$2,800
Trash Cans	6	\$600	\$3,600
Artificial Turf			\$14,000
Curbside/Public Parking Signs			\$2,000
Banners	3	\$350	\$1,050
10% Contingency			\$5,485
TOTAL			\$60,329*

*Funded through CARES Act. All items can be reused post COVID-19.

“Dine Out Placentia” Program

- Advertise the Citywide “Dine Out Placentia”
 - Digital Billboard
 - City Website
 - Cable Channel
 - Social Media (Facebook, Twitter, NextDoor, etc.)
 - City Administrator’s Weekly Report
 - Overhead Street Banner
- Create an interactive GIS map with “Dine Out Placentia” restaurant locations for the community to use



Dine Out Placentia

Locate Outdoor Dining Locations:
www.placentia.org/stilopen



Next Steps (If Approved):

- City to purchase amenities using CARES Act funding
- City to meet with Merchants to discuss implementation timeframe, including maintaining current restaurant hours (7am – 9pm)
- City to meet with Clementine residents and surrounding neighborhoods regarding street closure
- City to meet with Merchants on a regular basis to discuss implementation and make modifications as necessary
- Market the citywide “Dine Out Placentia”



Staff Recommendation:

- Implement Temporary Old Town Outdoor Dining Pilot Program
- Implement the Citywide “Dine Out Placentia” Program
- Report back to the City Council in September on the Temporary Old Town Outdoor Dining Pilot Program and Citywide Outdoor Dining



Questions or Comments?



CITY OF PLACENTIA

Measure U Annual Report

Citizens' Oversight Committee

7/21/2020

The contents of this report represent the best information available as of the date of this document. In some cases the data presented are estimates of future balances, revenues, or expenditures which are subject to restatement in the future after the formal, annual audit of the City of Placentia is completed.

Executive Summary

Measure U, which was passed in November, 2018 enacted a 1% Transaction and Use Tax which became effective on April 1, 2019. This report represents the satisfaction of a Measure U legal requirement that the City Council form a Citizens' Oversight Committee consisting of three members responsible for issuing an annual report to the City Council and the citizens of Placentia.

The Placentia City Council placed the additional obligation on the Oversight Committee to report on whether Measure U revenues collected and expended are done so in accordance with the City of Placentia Policy 460. This policy calls for an allocation of revenues and expenditures generated by Measure U according to the following schedule: 1) infrastructure projects (50%); 2) employee retention and reduction of forced overtime initiatives (20%); 3) reduction of unfunded pension and post-employment benefit liabilities (10%); and 4) the accumulation of general fund reserves (20%). A copy of Policy 460 is included as an appendix in this document to aid the reader.

For the Fiscal Year running from July 1, 2019 through June 30, 2020, using a cash basis of accounting, a total of \$5,062,163 was collected in accordance with the measure.

Correspondingly, using a cash basis of accounting and including outstanding encumbrances, a total of \$4,367,382 was expended or committed.

Infrastructure project highlights supported during the past fiscal year included the development of a city wide street maintenance plan and the resumption of long deferred street maintenance and improvements; purchase of replacement public safety vehicles; and recreational park improvements. The city employee pay structure saw moderate market level increases after years of frozen benefits. Unfunded pension liabilities were reduced when the liability associated with a long-abandoned CALPERS account was negotiated for settlement and payoff. Finally, the city's general fund reserves were significantly increased using Measure U funding.

During the past year, Measure U funds have played an important part in improving the city's financial posture and sustainability. This improvement was recognized by outside credit rating managers who took the highly unusual step of raising the city's bond rating three steps in a single adjustment.

In closing, the conclusion of the Oversight Committee is that all Measure U revenues received through June 30, 2020 have been properly accounted for and allocated to the appropriate uses. In addition, all expenditures have been properly authorized, expended, and reported in accordance with all applicable city policies and practices.

FISCAL YEAR 2019-2020 MEASURE U ACTIVITIES

I. Measure U Fund Revenues/Expenditures Report

The table below shows a cash accounting based summary of Measure U monthly revenues received as of June 30, 2020. Given the cash accounting methodology used in the table, there are no revenues shown for May or June of 2020 given the two-month delay from revenue collection to revenue receipt. Also shown in the table is the beginning balance in the fund as well as in the subcategories called for in Policy 460. Finally, the total resources available in Fiscal Year 2019-2020 are shown.

CITY OF PLACENTIA						
Measure U Fund						
Period: 07/01/2019-06/30/2020						
	Measure U Budget	Measure U 100%	Infrastructure 50%	Emp. Reten. 20%	OPEB 10%	GF Reserves 20%
Year-to-Date Actuals as of 6/30/2020						
Beginning Balance	1,410,300	1,409,699	696,216	285,394	142,696	285,394
Tax Revenues:	5,400,000					
7/2019 Tax Disbursement	-	418,392	209,196	83,678	41,839	83,678
8/2019 Tax Disbursement	-	547,647	273,823	109,529	54,765	109,529
9/2019 Tax Disbursement	-	620,919	310,459	124,184	62,092	124,184
10/2019 Tax Disbursement	-	469,854	234,927	93,971	46,985	93,971
11/2019 Tax Disbursement	-	514,338	257,169	102,868	51,434	102,868
12/2019 Tax Disbursement	-	729,235	364,617	145,847	72,923	145,847
01/2020 Tax Disbursement	-	471,573	235,786	94,315	47,157	94,315
02/2020 Tax Disbursement	-	485,447	242,723	97,089	48,545	97,089
03/2020 Tax Disbursement	-	342,703	171,351	68,541	34,270	68,541
04/2020 Tax Disbursement	-	462,056	231,028	92,411	46,206	92,411
05/2020 Tax Disbursement	-					
06/2020 Tax Disbursement	-					
FY 2019 - 20 Total	5,400,000	5,062,163	2,531,081	1,012,433	506,216	1,012,433
Total Resources	6,810,300	6,471,862	3,227,297	1,297,827	648,912	1,297,827

The following table summarizes the revenues received and beginning balance information presented above to a yearly total. Additionally, the table provides the corresponding cash accounting detail associated with Measure U expenditures in each Policy 460 category. For the infrastructure expenditure subcategory, expenditure detail for each project is provided.

CITY OF PLACENTIA						
Measure U Fund						
Period: 07/01/2019-06/30/2020						
	Measure U Amended Budget	Measure U Actuals thru 6/30/2020	Infrastructure 50%	Emp. Reten. 20%	OPEB 10%	GF Reserves 20%
Year-to-Date Actuals as of 6/30/2020						
Beginning Fund Balance at July 1, 2019	1,410,300	341,332	170,666	68,266	34,133	68,266
Fiscal Year 2018-19 Revenue Received after June 30, 2019	-	1,085,635	542,818	217,127	108,564	217,127
Fiscal Year 2018-19 Accrued Expense	-	(17,268)	(17,268)	-	-	-
Total Beginning Fund Balance	1,410,300	1,409,699	696,215	285,393	142,697	285,393
Revenue	5,400,000	5,062,163	2,531,081	1,012,433	506,216	1,012,433
Total Resources	6,810,300	6,471,861	3,227,297	1,297,826	648,913	1,297,826
CIP Expenditures						
1001 - FY 2019-20 Residential Slurry Seal Project	400,000	172,014	172,014	-	-	-
1002 - FY 2019-20 Arterial Roadway Rehab Project	1,390,600	183,723	183,723	-	-	-
1003 - Engineering Design Services Citywide Road Rehab	-	-	-	-	-	-
1008 - ADA Ramp Reconstruction	115,000	85,748	85,748	-	-	-
1801 - Golden Avenue Bridge	23,600	-	-	-	-	-
1905 - ADA Ramp Design - Carry-over*	508,732	528,413	528,413	-	-	-
1906 - Street Surfacing Project	64,800	-	-	-	-	-
3066 - Fire Operations	146,857	43,364	43,364	-	-	-
5004 - Tynes Gym Roof Replacement Project	60,000	-	-	-	-	-
5005 - Police Station Interior Paint and Flooring Project	110,000	55,576	55,576	-	-	-
5006 - PD Investigations Room Improve. Project	-	-	-	-	-	-
6005 - Electronic Ticket Writers	-	-	-	-	-	-
6006 - MCV Radios (Vehicles)	181,285	-	-	-	-	-
6009 - Fire Mark 43 CAD	84,233	10,055	10,055	-	-	-
6015 - Priority EMS and EMF Dispatch Software(Machinery & Equip	101,358	101,358	101,358	-	-	-
6016 - Fire Station Radios APX4500 (Machinery & Equip)	7,454	7,425	7,425	-	-	-
6017 - E-Lock System (Machinery & Equip)	33,061	4,676	4,676	-	-	-
6018 - Dispatch Console Radios (Fire) (Machinery & Equip)	26,837	26,837	26,837	-	-	-
7001 - Parque Del Arroyo Verde Renovation Project	30,000	-	-	-	-	-
7002 - Champions Sports Park Fence Replacement	70,000	58,055	58,055	-	-	-
7003 - Samp Park Pergola Replacement Project	20,000	-	-	-	-	-
7004 - Pool Lifts	8,000	-	-	-	-	-
7005 - Restroom Stall Doors Aguirre Building	-	-	-	-	-	-
7006 - Restroom Stall Doors Champions	5,000	4,022	4,022	-	-	-
7007 - Kraemer Sports Field Lights Repairs	30,000	-	-	-	-	-
8001 - PW Stake Bed Truck (Vehicles)	47,500	-	-	-	-	-
8002 - PW Fork Lift (Vehicles)	37,500	24,742	24,742	-	-	-
8003 - 3 PD Motor Units	292,400	161,427	161,427	-	-	-
8004 - SWAT Van	55,000	-	-	-	-	-
Total CIP Expenditures	3,849,217	1,467,432	1,467,432	-	-	-
Transfers-Out						
Quarterly transfer to GF - Contingency Reserve	1,425,300	1,090,300	-	-	-	1,090,300
Quarterly transfer to GF - Employee Retention	1,425,300	1,090,300	-	1,090,300	-	-
Total Transfers-Out	2,850,600	2,180,600	-	1,090,300	-	1,090,300
Total Expenditures & Transfers-Out	6,699,817	3,648,032	1,467,432	1,090,300	-	1,090,300
Ending Fund Balance	110,483	2,823,829	1,759,864	207,526	648,913	207,526

* Includes an accrual from Fiscal Year 2018-19

II. Summary of Measure U Supported Infrastructure Projects

Measure U supported a wide range of infrastructure projects during Fiscal Year 2019-2020 including the addressing of deferred general maintenance, equipment replacement, and rehabilitation of city facilities. The very nature of infrastructure projects is they are not always planned, executed, and completed in a given fiscal year and require multi-year execution. A summary table of infrastructure projects supported during Fiscal Year 2019-2020 by Measure U is shown below. Project status is reported as either 1) completed, 2) carry-over which means the project is budgeted and scheduled for completion during Fiscal Year 2020-2021, 3) deferred which means the project will be completed beyond Fiscal Year 2020-2021, or 4) cancelled. Along with the current project status and expenditures, the report shows obligated funds to date. Note that the expenditures reported are estimates of balances that will be reported on an accrued basis at the end of Fiscal Year 2019-2020.

CITY OF PLACENTIA					
Measure U Fund					
Period: 07/01/2019-06/30/2020					
	Measure U Amended Budget	Actual Thru 6/30/2019	Estimated Outstanding Expenses	Estimated Total Expenditures	FYE Project Status
CIP Expenditures					
1001 - FY 2019-20 Residential Slurry Seal Project	400,000	172,014	185,816	357,830	Completed
1002 - FY 2019-20 Arterial Roadway Rehab Project	1,390,600	183,723	25,163	208,886	Carry-over
1003 - Engineering Design Services Citywide Road Rehab	-	-	-	-	Cancelled
1008 - ADA Ramp Reconstruction	115,000	85,748	-	85,748	Completed
1801 - Golden Avenue Bridge	23,600	-	-	-	Carry-over
1905 - ADA Ramp Design - Carry-over*	508,732	528,413	-	528,413	Completed
1906 - Street Surfacing Project	64,800	-	-	-	Completed
3066 - Fire Operations	146,857	43,364	102,138	145,502	Completed
5004 - Tynes Gym Roof Replacement Project	60,000	-	-	-	Deferred
5005 - Police Station Interior Paint and Flooring Project	110,000	55,576	-	55,576	Carry-over
5006 - PD Investigations Room Improve. Project	-	-	-	-	Completed
6005 - Electronic Ticket Writers	-	-	-	-	Completed
6006 - MCV Radios (Vehicles)	181,285	-	68,817	68,817	Carry-over
6009 - Fire Mark 43 CAD	84,233	10,055	74,178	84,233	Carry-Over
6015 - Priority EMS and EMF Dispatch Software(Machinery & Equip)	101,358	101,358	-	101,358	Completed
6016 - Fire Station Radios APX4500 (Machinery & Equip)	7,454	7,425	-	7,425	Completed
6017 - E-Lock System (Machinery & Equip)	33,061	4,676	28,385	33,061	Completed
6018 - Dispatch Console Radios (Fire) (Machinery & Equip)	26,837	26,837	-	26,837	Completed
7001 - Parque Del Arroyo Verde Renovation Project	30,000	-	-	-	Completed
7002 - Champions Sports Park Fence Replacement	70,000	58,055	6,451	64,505	Completed
7003 - Samp Park Pergola Replacement Project	20,000	-	-	-	Carry-over
7004 - Pool Lifts	8,000	-	-	-	Cancelled
7005 - Restroom Stall Doors Aguirre Building	-	-	-	-	Completed
7006 - Restroom Stall Doors Champions	5,000	4,022	-	4,022	Completed
7007 - Kraemer Sports Field Lights Repairs	30,000	-	-	-	Carry-over
8001 - PW Stake Bed Truck (Vehicles)	47,500	-	47,423	47,423	Carry-over
8002 - PW Fork Lift (Vehicles)	37,500	24,742	-	24,742	Completed
8003 - 3 PD Motor Units	292,400	161,427	125,978	287,405	Completed
8004 - SWAT Van	55,000	-	55,000	55,000	Completed
Total CIP Expenditures	3,849,217	1,467,432	719,350	2,186,782	
Transfers-Out					
Quarterly transfer to GF - Contingency Reserve	1,425,300	1,090,300	-	1,090,300	
Quarterly transfer to GF - Employee Retention	1,425,300	1,090,300	-	1,090,300	
Total Transfers-Out	2,850,600	2,180,600	-	2,180,600	
Total Expenditures & Transfers-Out	6,699,817	3,648,032	719,350	4,367,382	

*Project was paid out of the General Fund. Once final bill is paid, the project expenses will be transferred to Measure U. Project Total is \$64,658

III. Summary of Measure U Supported Employee Retention Activities

Measure U funds were designated to support city employee retention efforts as well hire additional city staff in the police department to reduce the amount of forced overtime. The use of Measure U funds to support an increase in the city's pay structure allowed the city to make progress toward reaching the city's traditional goal to offer compensation that would place Placentia employees in the middle of the pay range offered by Southern California cities similar in size to Placentia.

The aforementioned employee retention activities were supported by Measure U through a transfer out of funds from the Measure U fund to the general fund. To date, a total of \$1,090,300 has been transferred to the general fund to support employee retention activities. A final transfer out of Measure U funds associated with Fiscal Year 2019-2020 will be executed after receipt of the May and June 2020 revenue receipts. This final transfer will result in a total of 20% of total Measure U revenues being transferred. It should be noted that this final transfer amount will be credited to Fiscal Year 2019-2020 on an accrual basis.

IV. Summary of Measure U Supported Pension Liabilities Reduction Activities

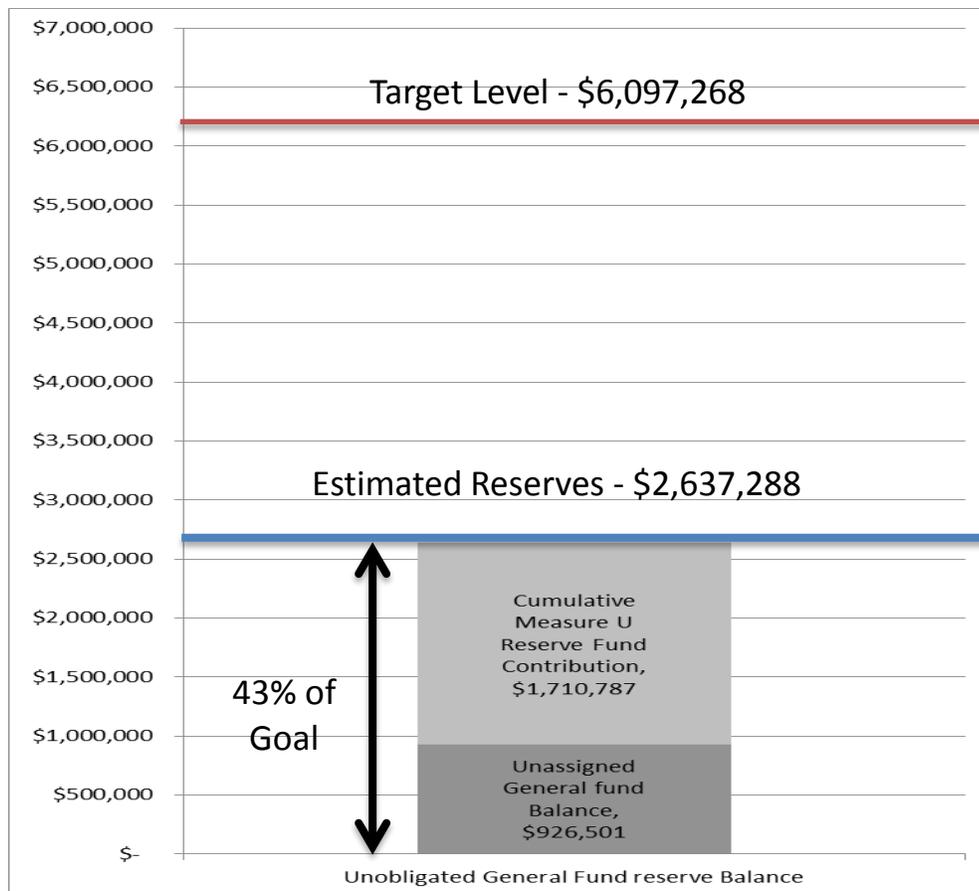
To date, no Measure U funds have been expended to reduce the city's unfunded pension and retirement benefit liabilities. Studies are currently underway to determine the optimal policy by which the collected revenues will be used to reduce the accumulated liabilities. Until such policy is developed and approved by the City Council, 10% of the collected Measure U revenues are being maintained in the Measure U Fund. The estimated balance to be accumulated during Fiscal Year 2019-2020 is \$648,913. There possibly will be a final accrual-based transfer bringing the total amount accrued to 10% of revenues received.

While as of the date of this report no Measure U funds have been expended to reduce liabilities, the city nevertheless has taken action to reduce unfunded liabilities. The City Council has negotiated the closure, payoff, and elimination of a dormant CalPERS account associated with the city's previous city-operated Fire Department. This original fire department ceased operation when the city joined Orange County Fire Authority, but employees who retired from that previous department are still drawing benefits under the retirement plan. The action taken by the City Council will eliminate any further liability from those obligations. The payoff of this obligation was negotiated to occur over a five-year period and will make use of funds provided by Measure U beginning in Fiscal Year 2020-2021.

V. Accumulation and Use of General Fund Reserves Using Measure U Funds

Measure U funds are allocated at the 20% level of all revenues to the purpose of building general fund reserves. Reserves are an important component of building fiscal sustainability given their ability to help the city deal with unforeseen circumstances, downturns in the economy, or extraordinary expenditures that might be associated with a natural disaster. The City Council has established a policy goal of achieving an unobligated general fund reserve level of 17% of the annual operating budget. The current target level using the 17% number is \$6,097,268.

Since the enactment of Measure U, a total of \$1,710,787 of Measure U Revenues has been transferred to the General Fund to be held as contingency reserves. This contribution has resulted in the current estimate of general fund reserves at the end of Fiscal Year 2019-2020 of \$2,637,288. It should be noted this is an estimated level of reserves that will be reported after the final, accrual based audit associated with Fiscal Year 2019-2020. There is the possibility of an additional transfer to bring the total amount transferred on an accrual basis to 20% of total Fiscal Year 2019-2020 revenues.



APPENDICES

The following pages present appendices to provide the reader additional detail supporting the summary presented in the body of the report. The appendices include larger versions of the tables presented in the report, summaries of check register transactions which provide detail to supporting the Capital Improvement Project expenditure totals, as well as a copy of the City of Placentia's Policy 460.

Appendix A: City of Placentia One-Page Summary of Measure U Revenues and Expenditures (Cash Basis)

Appendix B: City of Placentia Measure U Infrastructure Expenditures (Accrual Basis)

Appendix C: Measure U Infrastructure Expenditure Detail by Project Number

Appendix D: City of Placentia Policy 460

Appendix A: City of Placentia One-Page Summary of Measure U Revenues and Expenditures (Cash Basis)

CITY OF PLACENTIA						
Measure U Fund						
Period: 07/01/2019-06/30/2020						
	Measure U Budget	Measure U 100%	Infrastructure 50%	Emp. Reten. 20%	OPEB 10%	GF Reserves 20%
Year-to-Date Actuals as of 6/30/2020						
Beginning Balance	1,410,300	1,409,699	696,216	285,394	142,696	285,394
Tax Revenues:	5,400,000					
7/2019 Tax Disbursement	-	418,392	209,196	83,678	41,839	83,678
8/2019 Tax Disbursement	-	547,647	273,823	109,529	54,765	109,529
9/2019 Tax Disbursement	-	620,919	310,459	124,184	62,092	124,184
10/2019 Tax Disbursement	-	469,854	234,927	93,971	46,985	93,971
11/2019 Tax Disbursement	-	514,338	257,169	102,868	51,434	102,868
12/2019 Tax Disbursement	-	729,235	364,617	145,847	72,923	145,847
01/2020 Tax Disbursement	-	471,573	235,786	94,315	47,157	94,315
02/2020 Tax Disbursement	-	485,447	242,723	97,089	48,545	97,089
03/2020 Tax Disbursement	-	342,703	171,351	68,541	34,270	68,541
04/2020 Tax Disbursement	-	462,056	231,028	92,411	46,206	92,411
05/2020 Tax Disbursement	-					
06/2020 Tax Disbursement	-					
FY 2019 - 20 Total	5,400,000	5,062,163	2,531,081	1,012,433	506,216	1,012,433
Total Resources	6,810,300	6,471,862	3,227,297	1,297,827	648,912	1,297,827
CIP Expenditures: (Including Encumbrances)						
1001 - FY 2019-20 Residential Slurry Seal Project	400,000	172,014	172,014	-	-	-
1002 - FY 2019-20 Arterial Roadway Rehab Project	1,390,600	183,723	183,723	-	-	-
1003 - Engineering Design Services Citywide Road Rehab	-	-	-	-	-	-
1008 - ADA Ramp Reconstruction	115,000	85,748	85,748	-	-	-
1801 - Golden Avenue Bridge	23,600	-	-	-	-	-
1905 - ADA Ramp Design - Carry-over	508,732	528,413	528,413	-	-	-
1906 - Street Surfacing Project	64,800	-	-	-	-	-
3066 - Fire Operations	146,857	43,364	43,364	-	-	-
5004 - Tynes Gym Roof Replacement Project	60,000	-	-	-	-	-
5005 - Police Station Interior Paint and Flooring Project	110,000	55,576	55,576	-	-	-
5006 - PD Investigations Room Improve. Project	-	-	-	-	-	-
6005 - Electronic Ticket Writers	-	-	-	-	-	-
6006 - MCV Radios (Vehicles)	181,285	-	-	-	-	-
6009 - Fire Mark 43 CAD	84,233	10,055	10,055	-	-	-
6015 - Priority EMS and EMF Dispatch Software(Machinery & Equip)	101,358	101,358	101,358	-	-	-
6016 - Fire Station Radios APX4500 (Machinery & Equip)	7,454	7,425	7,425	-	-	-
6017 - E-Lock System (Machinery & Equip)	33,061	4,676	4,676	-	-	-
6018 - Dispatch Console Radios (Fire) (Machinery & Equip)	26,837	26,837	26,837	-	-	-
7001 - Parque Del Arroyo Verde Renovation Project	30,000	-	-	-	-	-
7002 - Champions Sports Park Fence Replacement	70,000	58,055	58,055	-	-	-
7003 - Samp Park Pergola Replacement Project	20,000	-	-	-	-	-
7004 - Pool Lifts	8,000	-	-	-	-	-
7005 - Restroom Stall Doors Aguirre Building	-	-	-	-	-	-
7006 - Restroom Stall Doors Champions	5,000	4,022	4,022	-	-	-
7007 - Kraemer Sports Field Lights Repairs	30,000	-	-	-	-	-
8001 - PW Stake Bed Truck (Vehicles)	47,500	-	-	-	-	-
8002 - PW Fork Lift (Vehicles)	37,500	24,742	24,742	-	-	-
8003 - 3 PD Motor Units	292,400	161,427	161,427	-	-	-
8004 - SWAT Van	55,000	-	-	-	-	-
Transfers-Out:						
Quarterly transfer to GF - Contingency Reserve	1,425,300	1,090,300	-	-	-	1,090,300
Quarterly transfer to GF - Employee Retention	1,425,300	1,090,300	-	1,090,300	-	-
Total Expenditures & Transfers-Out	6,699,817	3,648,032	1,467,432	1,090,300	-	1,090,300
Ending Balance	110,483	2,823,829	1,759,865	207,527	648,912	207,527

Appendix B: City of Placentia Measure U Infrastructure Expenditures (Accrual Basis)

CITY OF PLACENTIA					
Measure U Fund					
Period: 07/01/2019-06/30/2020					
	Measure U Amended Budget	Actual Thru 6/30/2019	Estimated Outstanding Expenses	Estimated Total Expenditures	FYE Project Status
CIP Expenditures					
1001 - FY 2019-20 Residential Slurry Seal Project	400,000	172,014	185,816	357,830	Completed
1002 - FY 2019-20 Arterial Roadway Rehab Project	1,390,600	183,723	25,163	208,886	Carry-over
1003 - Engineering Design Services Citywide Road Rehab	-	-	-	-	Cancelled
1008 - ADA Ramp Reconstruction	115,000	85,748	-	85,748	Completed
1801 - Golden Avenue Bridge	23,600	-	-	-	Carry-over
1905 - ADA Ramp Design - Carry-over*	508,732	528,413	-	528,413	Completed
1906 - Street Surfacing Project	64,800	-	-	-	Completed
3066 - Fire Operations	146,857	43,364	102,138	145,502	Completed
5004 - Tynes Gym Roof Replacement Project	60,000	-	-	-	Deferred
5005 - Police Station Interior Paint and Flooring Project	110,000	55,576	-	55,576	Carry-over
5006 - PD Investigations Room Improve. Project	-	-	-	-	Completed
6005 - Electronic Ticket Writers	-	-	-	-	Completed
6006 - MCV Radios (Vehicles)	181,285	-	68,817	68,817	Carry-over
6009 - Fire Mark 43 CAD	84,233	10,055	74,178	84,233	Carry-Over
6015 - Priority EMS and EMF Dispatch Software(Machinery & Equip)	101,358	101,358	-	101,358	Completed
6016 - Fire Station Radios APX4500 (Machinery & Equip)	7,454	7,425	-	7,425	Completed
6017 - E-Lock System (Machinery & Equip)	33,061	4,676	28,385	33,061	Completed
6018 - Dispatch Console Radios (Fire) (Machinery & Equip)	26,837	26,837	-	26,837	Completed
7001 - Parque Del Arroyo Verde Renovation Project	30,000	-	-	-	Completed
7002 - Champions Sports Park Fence Replacement	70,000	58,055	6,451	64,505	Completed
7003 - Samp Park Pergola Replacement Project	20,000	-	-	-	Carry-over
7004 - Pool Lifts	8,000	-	-	-	Cancelled
7005 - Restroom Stall Doors Aguirre Building	-	-	-	-	Completed
7006 - Restroom Stall Doors Champions	5,000	4,022	-	4,022	Completed
7007 - Kraemer Sports Field Lights Repairs	30,000	-	-	-	Carry-over
8001 - PW Stake Bed Truck (Vehicles)	47,500	-	47,423	47,423	Carry-over
8002 - PW Fork Lift (Vehicles)	37,500	24,742	-	24,742	Completed
8003 - 3 PD Motor Units	292,400	161,427	125,978	287,405	Completed
8004 - SWAT Van	55,000	-	55,000	55,000	Completed
Total CIP Expenditures	3,849,217	1,467,432	719,350	2,186,782	
Transfers-Out					
Quarterly transfer to GF - Contingency Reserve	1,425,300	1,090,300	-	1,090,300	
Quarterly transfer to GF - Employee Retention	1,425,300	1,090,300	-	1,090,300	
Total Transfers-Out	2,850,600	2,180,600	-	2,180,600	
Total Expenditures & Transfers-Out	6,699,817	3,648,032	719,350	4,367,382	

*Project was paid out of the General Fund. Once final bill is paid, the project expenses will be transferred to Measure U. Project Total is \$64,658

Appendix C: Measure U Infrastructure Expenditure Detail by Project Number

Project#	Check Date	Vendor #	Payee	Description	Check #	Sum of Amount
1001	5/14/2020	V004114	DUDEK & ASSOCIATES INC	FEB-MAR ON CALL ARBORIST SVS	104458	7,680.00
1001	5/28/2020	V011446	JOSE MARTINEZ TREE SERVICE INC	TREE REMOVAL SERVICES	104578	7,900.00
1001	6/18/2020	V011446	JOSE MARTINEZ TREE SERVICE INC	TREE REMOVAL SVS	104776	10,300.00
1001	6/26/2020	V011447	ROY ALLAN SLURRY SEAL INC	CIVIC CENTER SLURRY SEAL	104875	146,133.63
1001 Total						172,013.63
1002	11/26/2019	V011256	NV5 INC	AUG ARTERIAL ROADWAY DESIGN	103069	31,106.14
1002	11/26/2019	V011256	NV5 INC	SEPT ARTERIAL ROADWAY DESIGN	103069	42,594.08
1002	1/9/2020	V011256	NV5 INC	ARTERIAL ROADWAY DESIGN SVS	103394	29,741.30
1002	1/30/2020	V011256	NV5 INC	NOV ARTERIAL ROADWAY DESIGN	103600	9,783.07
1002	2/20/2020	V011256	NV5 INC	ARTERIAL ROADWAY DESIGN SVS	103813	12,288.33
1002	3/19/2020	V011256	NV5 INC	JAN ARTERIAL ROADWAY DESIGN	104057	25,502.78
1002	4/23/2020	V011256	NV5 INC	FEB ARTERIAL ROADWAY DESIGN	104324	6,631.56
1002	5/14/2020	V011256	NV5 INC	MAR ARTERIAL ROADWAY DESIGN	104475	13,995.90
1002	6/18/2020	V009955	SOUTHERN CALIFORNIA NEWS GROUP	APRIL LEGAL ADVERTISING	104803	386.00
1002	6/18/2020	V011256	NV5 INC	ARTERIAL ROADWAY DESIGN SVS	104787	11,693.45
1002 Total						183,722.61
1008	10/3/2019	V006654	KOA CORPORATION	AUG-SEPT ADA RAMP CONST. MGMT	102579	17,432.00
1008	10/3/2019	V006654	KOA CORPORATION	JUL ADA RAMP CONSTRUCTION MGMT	102579	1,092.00
1008	1/9/2020	V006654	KOA CORPORATION	CREDIT ADA RAMP CONST MGMT	103387	(1,092.00)
1008	1/9/2020	V006654	KOA CORPORATION	NOV ADA RAMP CONST MGMT	103387	27,582.00
1008	1/9/2020	V006654	KOA CORPORATION	OCT ADA RAMP CONST MGMT	103387	23,437.00
1008	1/9/2020	V006654	KOA CORPORATION	SEPT ADA RAMP CONST MGMT	103387	8,474.00
1008	1/23/2020	V006654	KOA CORPORATION	DEC ADA RAMP CONST MGMT	103528	7,098.00
1008	2/20/2020	V006654	KOA CORPORATION	JAN ADA RAMP CONST MGMT	103807	924.74
1008	5/14/2020	V006654	KOA CORPORATION	ADA RAMP CONST MGMT	104468	800.00
1008 Total						85,747.74

Project#	Check Date	Vendor #	Payee	Description	Check #	Sum of Amount
1905	9/12/2019	V011263	ALL CITIES ENGINEERING INC	AUG ADA RAMP CONSTRUCTION SVS	102353	115,862.95
1905	10/24/2019	V010462	CIVIL SOURCE INC	FEB-AUG ADA RAMP CONST MGMT	102750	800.00
1905	11/7/2019	V011263	ALL CITIES ENGINEERING INC	ADA RAMP CONSTRUCTION SVS	102895	102,086.05
1905	1/9/2020	V006654	KOA CORPORATION	SEPT ADA RAMP CONST MGMT	103387	12,786.00
1905	1/23/2020	V010118	BOA ARCHITECTURE	ADA CURB COMPLIANCE CASP SVS	103506	28,840.00
1905	1/23/2020	V010118	BOA ARCHITECTURE	ADA CURB PLAN CHECK SVS	103506	13,107.50
1905	1/23/2020	V010118	BOA ARCHITECTURE	ADA RAMP CONSULTING SVS	103506	3,962.50
1905	1/23/2020	V011357	CASPER DEVELOPMENT RESOURCES INC	ADA RAMP CASP INSPECTIONS	103508	11,494.46
1905	2/6/2020	V011263	ALL CITIES ENGINEERING INC	PMT #3 ADA RAMP CONSTRUCTION	103633	180,040.20
1905	3/12/2020	V010118	BOA ARCHITECTURE	ADA CURB RAMPS DESIGN SVS	103962	615.00
1905	3/19/2020	V010118	BOA ARCHITECTURE	ADA CURB CONSULTING SVS	104024	1,453.00
1905	3/19/2020	V011263	ALL CITIES ENGINEERING INC	ADA RAMP CONSTRUCTION SVS	104019	47,049.91
1905	4/3/2020	V011263	ALL CITIES ENGINEERING INC	RETENTION PAYMENT	104143	23,423.11
1905	7/31/2020	V010118	BOA ARCHITECTURE	BOA ARCH CASP ADA RAMP RVSL	(blank)	(13,107.50)
1905 Total						528,413.18
3066	4/3/2020	V009370	DURATECH USA INC	NETMOTION VPN LICENSES, MAINT	104160	7,892.20
3066	4/16/2020	V004390	CAPTURE TECHNOLOGIES INC	AUDIO EQUIPMENT LICENSE	104247	1,825.00
3066	6/12/2020	V000394	FEDEX	SHIPPING CHARGES	104715	986.40
3066	6/26/2020	V011423	MUNICIPAL EMERGENCY SERVICES INC	FIREFIGHTER UNIFORMS	104865	21,623.23
3066	6/28/2020	V011444	PHENIX TECHNOLOGY INC	TAX	104993	888.03
3066	6/28/2020	V011444	PHENIX TECHNOLOGY INC	FIREFIGHTER HELMETS	104993	10,148.86
3066 Total						43,363.72
5005	12/12/2019	V011341	ONE WAY PAINTING INC	POLICE STATION PAINTING SVS	103209	14,593.00
5005	2/27/2020	V011407	JNL STAINLESS INC	STAINLESS STEEL WALL COVERINGS	103859	25,000.00
5005	3/12/2020	V005731	TS CARPET & DESIGN CENTER	INSTALL CARPET IN PD	104010	3,600.42
5005	4/23/2020	V000669	NATIONAL BUSINESS FURNITURE	PD OFFICE FURNITURE	104323	1,975.12
5005	4/23/2020	V011407	JNL STAINLESS INC	STAINLESS STEEL WALL COVERINGS	104316	10,407.00
5005 Total						55,575.54

Project#	Check Date	Vendor #	Payee	Description	Check #	Sum of Amount
6009	10/17/2019	V010052	EMPLOYMENT DEVELOPMENT DEPT	LEVY GARNISHMENT PMT	12431	322.16
6009	10/24/2019	V011312	EMPLOYMENT DEVELOPMENT DEPT	LEVY GARNISHMENT PAYMENT	102753	322.16
6009	10/31/2019	N/A..N/A	(blank)	VOID ACH CHECK 00012431	(blank)	(322.16)
6009	11/21/2019	V010565	MARK43 INC	FIRE COMPUTER AIDED DISPATCH	103002	6,305.00
6009	11/21/2019	V010565	MARK43 INC	LEVY GARNISHMENT PMT	103002	(322.16)
6009	4/16/2020	V004390	CAPTURE TECHNOLOGIES INC	PRIORITY DISPATCH INTEGRATION	104247	3,750.00
6009 Total						10,055.00
6015	4/9/2020	V011406	PRIORITY DISPATCH CORP	DISPATCH SOFTWARE	104215	101,353.00
6015	4/9/2020	V011406	PRIORITY DISPATCH CORP	TAX	104215	5.09
6015 Total						101,358.09
6016	6/26/2020	V009892	MOTOROLA SOLUTIONS	CONTROL HEAD, MOBILE CONTROL	104864	7,425.39
6016 Total						7,425.39
6017	5/21/2020	V003420	KNOX COMPANY	FIRE APPARATUS LOCKBOXES	104517	4,370.66
6017	5/28/2020	V007709	911 VEHICLE	KNOX BOX INSTALLATION	104553	305.00
6017 Total						4,675.66
6018	6/26/2020	V009892	MOTOROLA SOLUTIONS	800 MHZ RADIOS	104864	26,836.84
6018 Total						26,836.84
7002	5/28/2020	V000601	LA HABRA FENCE CO INC	INSTALL FENCE @ CHAMPIONS	104579	58,054.50
7002 Total						58,054.50
7006	4/23/2020	V000827	PENNER PARTITIONS INC.	INSTALL PARTITIONS	104327	4,022.00
7006 Total						4,022.00
8002	9/12/2019	V011269	SOUTHWEST MATERIAL HANDLING INC	FORK LIFT TRUCK	102402	24,741.59
8002 Total						24,741.59
8003	4/23/2020	V011294	LONG BEACH BMW MOTORCYCLES	2020 R 1250 RT-P MOTORCYCLES	104319	85,849.65
8003	5/28/2020	V010749	MOTOROLA SOLUTIONS CREDIT COMPANY LLC	APX CONTROL HEAD RADIO	104582	7,002.68
8003	5/28/2020	V010749	MOTOROLA SOLUTIONS CREDIT COMPANY LLC	APX UNIT RADIO	104582	11,613.13
8003	5/28/2020	V010853	NATIONAL AUTO FLEET GROUP	2019 CHEVY TAHOE	104586	44,361.35
8003	6/18/2020	V009892	MOTOROLA SOLUTIONS	APX UNIT RADIO	104785	12,599.90
8003 Total						161,426.71
Grand Total						1,467,432.20

Appendix D: City of Placentia Policy 460

GENERAL FUND RESERVE POLICY

INTRODUCTION

Fiscal stability is an important factor for all cities. Sound financial management includes the practice and discipline of maintaining adequate reserve funds for known and unknown contingencies. Such contingencies include but are not limited to:

- Cash flow requirements
- Economic uncertainties including downturns in the local, state or national economy
- Local emergencies and natural disasters
- Loss of major revenue source
- Unanticipated operating or capital expenditures
- Uninsured losses
- Future capital projects
- Vehicle and equipment replacement
- Capital asset and infrastructure repair and replacement

The establishment of prudent financial reserves is important to ensure the long-term financial health of the City.

PURPOSE

Establish guidelines for a General Fund Reserve Policy to maintain a stable revenue structure while providing for the orderly provision of services to the citizens of Placentia, and to assist with maintaining a positive credit rating and to meet seasonal cash flow shortfalls, economic downturns, or a local disaster.

POLICY

It shall be the policy of the City Council of the City of Placentia:

1. To establish a target of and build towards a minimum Contingency Reserve balance in the General Fund of 17% of the General Fund operating expenditures, to address general contingencies and be sufficient to finance operations for a period of two months.
 - a. The General Fund Contingency Reserve balance shall be no more than 5% of operating expenditures until such time as the 2009 Lease Revenue Bonds are fully paid off (expected to occur in June 2019).
 - b. The minimum 17% level of General Fund Contingency Reserve shall be available only as a *temporary revenue* source to be used while an

orderly financial plan for cost reduction or revenue enhancement is developed.

- c. Any use of the General Fund Contingency Reserve shall require the approval of the City Council by means of approved appropriations.
 - d. Whenever the General Fund Contingency Reserve balance falls below the minimum 17% level, either prior to the time when the 17% level is first achieved, or once achieved, should the Contingency Reserve balance drop below 17%, the City Council shall place a priority in restoring the minimum 17% balance.
 - e. If the City Council approves the use of the Contingency Reserve which results in the balance falling below the 17% target level, the City Council shall approve at the same time a plan to replenish the reserve up to the target level within a reasonable time period.
 - f. Each fiscal year during the budget process, this policy will be re-evaluated by City Council to determine if an adequate level of General Fund Contingency Reserve is being maintained based on economic conditions.
2. To commit certain new unrestricted revenues to various reserves to be used for specific purposes.
- a. New Ongoing Revenues

- i. "New Ongoing Revenues" are defined as a new general tax, an increase in the rate of an existing general tax, a new lease of City property or other new, clearly identifiable unrestricted revenue source not previously included in the City's budget at the time of adoption of this policy, which generates at least \$100,000 per year in revenue and is expected to continue for at least a period of 20 years.
- ii. Beginning in FY 2018-19, revenues generated from New Ongoing Revenues will be allocated as follows, until such time as the General Fund Contingency Reserve reaches the 17% target level:

Infrastructure, Vehicles, and Equipment Reserve	50%
Post-Employment Benefits Sustainability Reserve	10%
Employee Recruitment and Retention Reserve	20%
General Fund Contingency Reserve	20%

- iii. When the General Fund Contingency Reserve has reached its 17% target level, revenues generated from New Ongoing Revenues will be allocated as follows:

Infrastructure, Vehicles, and Equipment Reserve	60%
Post-Employment Benefits Sustainability Reserve	10%
Employee Recruitment and Retention Reserve (including additional staff)	30%

- iv. New Ongoing Revenues deposited into the above reserve accounts may be appropriated for ongoing or one-time expenditures.

b. New One-time Revenues

- i. New One-time Revenues are defined as either: (1) unrestricted revenue from new one-time events (for example, property sales, etc.) of at least \$100,000 (excluding recapturing of lost funds); (2) a new, clearly identifiable unrestricted revenue source of at least \$100,000 per year and not previously included in the City's budget at the time of adoption of this policy, which is expected to continue for a period of less than 20 years; or (3) unanticipated positive General Fund budget variances of any amount (i.e., positive changes in General Fund financial position greater than final budgeted amounts).
- ii. Beginning in FY 2018-19, revenues generated from New One-time Revenues will be allocated as follows, until such time as the General Fund Contingency Reserve reaches the 17% target level:

Infrastructure, Vehicles, and Equipment Reserve	40%
Post-Employment Benefits Sustainability Reserve	10%
General Fund Contingency Reserve	50%

- iii. When the General Fund Contingency Reserve has reached its 17% target level, revenues generated from New One-time Revenues will be allocated as follows:

Infrastructure, Vehicles, and Equipment Reserve	80%
Post-Employment Benefits Sustainability Reserve	20%

iv. New One-time Revenues deposited into the above reserve accounts may only be spent on one-time expenditures.

c. Purposes of Reserves

- i. Infrastructure, Vehicles, and Equipment Reserve: This reserve will be utilized to fund capital improvement projects that improve public roads and adjacent rights-of-way infrastructure, parks and public facilities, and vehicle and major equipment replacement.
- ii. Post-Employment Benefits Sustainability Reserve: This reserve is for the purpose of making post-employment benefits (e.g., pension and retiree health benefits) sustainable, by setting aside funds to address unfunded liabilities, to reduce the impact of cost increases on the operating budget and to fund these programs based on sound actuarial methods.
- iii. Employee Recruitment and Retention Reserve: This reserve serves multiple purposes. It is for the purpose of ensuring that City employees are compensated at levels comparable to employees in similar positions in cities similar to Placentia, to encourage employee retention and to stay competitive with other cities for hiring talented individuals. Part of employee retention is ensuring that the City is adequately staffed so this reserve may also be used to increase staffing levels based on the future growth of the City or to improve efficiency. This reserve may also be used to restore service levels for all City programs cut during the preparation of the 2018-19 budget, using the 2017-18 budget as a baseline.

d. Use of Reserves

- i. The City Administrator may request from the City Council the ability to utilize the reserves in this section for their specified purposes, as part of the annual budget process or at any other time during the fiscal year.
- ii. Any use of the reserves shall require the majority approval of the City Council by means of approved appropriations.

- iii. To ensure that new ongoing expenditures funded from reserve funds do not exceed the deposits of New Ongoing Revenues into those reserve funds, the City Administrator may temporarily alter the reserve funding priorities specified in section 2a. above by no more than 5%, in the development of the annual budget.
- e. Accounting and Reporting of New Ongoing Revenues and Reserve Accounts
 - i. New Ongoing Revenues and each reserve account specified in this section shall be accounted for in separate funds for budgeting purposes.
 - ii. Reports shall be prepared at the time of budget adoption, as part of the mid-year budget review and at fiscal year-end that demonstrate compliance with this policy and indicate the portions of each reserve account balance that can be spent on one-time expenditures and ongoing expenditures.
 - iii. New Ongoing Revenues and New One-time Revenues shall be included as General Fund revenues, and all reserve accounts specified in this section shall be reported as committed fund balances of the General Fund in the City's Comprehensive Annual Financial Report.
- 3. To ensure that future General Fund budgets promote fiscal sustainability
 - a. All General Fund budgets should be structurally balanced, such that ongoing revenues equal or exceed ongoing expenditures.
 - b. The Contingency Reserve and one-time revenues should be used only for one-time expenditures. Ongoing expenditures should be funded only from ongoing revenues.
 - c. A mid-year budget review shall be conducted each year to verify projections and recommend adjustments as necessary so that the budget remains balanced.
 - d. Conservative budget planning shall be utilized to identify potential problems and solutions.
 - e. Careful, five- and ten-year budget projections shall also be developed and updated to keep the budget in check and to determine continued fiscal sustainability.

4. Any future bond covenants shall be written to be compliant with this General Fund Reserve Policy.

This policy shall be a policy of the City Council of the City of Placentia and is subject to change by resolution based on a 4/5ths affirmative vote of the Council.



Placentia City Council

ORAL COMMUNICATIONS

DATE: JULY 21, 2020 CITY COUNCIL MEETING

SUBJECT: ORAL COMMUNICATIONS BY EMAIL DUE TO COVID-19

As of 4:00 p.m. today, July 21, 2020, the following correspondence was received:

CLOSED SESSION

None

ORAL COMMUNICATIONS

- | | |
|----------------------------|---|
| 1. Michael MacCubbin, PPOA | Support of Law Enforcement |
| 2. Emily Grant, SoCalGas | Support for Agenda Item 3.b. Outdoor Dining |
| 3. Ana Avila | Support of Outdoor Dining in Old Town |
| 4. Rosalina Davis | Support of Outdoor Dining in Old town |



PLACENTIA

POLICE OFFICERS' ASSOCIATION

July 14, 2020

To Mayor Smith and City Council,

As the President of the Placentia Police Officers' Association, I wanted to thank you for your years of support to our Department, my membership and the community.

In these recent days, Law Enforcement as a whole has taken a hit due to the actions of few, which had a tragic outcome. These actions done in Minnesota are not condoned by my membership or department, nor will this behavior be tolerated by my profession. I have worked for many years with the men and women of the Placentia Police Department and can attest to their professionalism and dedication to the community. We not only are held to a high standard by the public, but hold ourselves to the high standard needed by those we serve.

It is rare that we come across anyone on their best day. We typically are called to the worst day of their life and have to be prepared to assist in many different and difficult ways. Some of these responsibilities are being prepared to respond as mental health professionals, marriage counselors, parental counselors, life savers, crisis intervention specialists, mentors, protectors, crime fighters, traffic specialists and general problem solvers to name a few. As you can see, we are tasked with many different and demanding responsibilities.

The phrase of "defunding" the police has arisen over the past few weeks, mostly by those who are emotionally driven from recent, non-local, incidents. This type of action would limit the amount of training our officers receive; which includes de-escalation, arrest and control and less than lethal weapons training to name a few. It is my belief that training breeds competence and confidence; and that is exactly what Law Enforcement needs. We need Officers that are properly trained, well equipped and ready to respond to our community's needs. Therefore, I ask for your continued support of the Placentia Police Department and the safety of our community.

Respectfully,

A handwritten signature in black ink, appearing to read "Michael MacCubbin".

Michael MacCubbin
President
Placentia Police Officers' Association



A  Sempra Energy utility

Emily Grant
Regional Public Affairs

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Anaheim, CA 92806

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July 21, 2020

RE: Support for Agenda Item 3b: Outdoor Dining Regulations for Old Town Placentia, Temporary Street Closure on Santa Fe Avenue and Establishment of “Dine Out Placentia” Program for Citywide Outdoor Dining in Response to COVID-19 State Mandated Closure of Restaurants for Indoor Dining

Mayor Smith and Placentia City Councilmembers,

As you know, SoCalGas is a key partner to the restaurant and culinary industry. Because it is reliable, affordable, and clean burning natural gas is the number-one choice for chefs. And considering some of the best food in Placentia is cooked with natural gas, SoCalGas believes cities must reimagine their streets and communities to support local restaurants.

We strongly favor the transformation of Santa Fe Avenue into a “Dine Out Placentia” dining space because it promotes economic development, sustains the viability of businesses, and safely unites our community when many residents are seeking a sense of normalcy. SoCalGas has been fortunate to partner with cities who have already implemented successful like programs. Placentia has an opportunity to embrace established best practices including enhanced safety measures (deep cleaning, social distancing, and face coverings), uniform tables, chairs, and umbrellas, and a robust branding and social media campaign.

With this, thank you for your leadership addressing this important issue. SoCalGas looks forward to continuing our partnership with Placentia and bringing affordable, reliable, clean gas supply to city residents and businesses. As always, I am here if you have any questions and SoCalGas is here to help!

Take care and stay safe.

Sincerely,

Emily Grant
Senior Public Affairs Manager
SoCalGas

O'Leary, Karen

From: ana avila <calvinavila@yahoo.com>
Sent: Tuesday, July 21, 2020 12:57 PM
To: O'Leary, Karen
Subject: Outdoor Dinning

07/21/2020

Dear Council:

My name is Ana Avila and I am the owner of Hecho en Mexico, the Mexican Gift store in downtown Placentia. I am one of a few boutique stores in the county that provides artisan crafted Mexican wares. I am also very proud to say that I won an award from Placentia Chamber of Commerce as a Woman owned small business. As a small business owner I have had the pleasure of getting to know this community and I have truly enjoyed the many relationships that I have established with our City residents.

The COVID-19 pandemic has had a horrible effect on my business. I understand that outdoor dinning is a possibility for Old Town and I am in full support of this option because I feel it would safely drive more business into the area. This outdoor dinning would be wonderful for families to dine and shop in our quaint Old Town and I feel it would help all of the businesses located within the area.

Thank you for helping us during this very tough time.

Sincerely,

Ana Avila, Owner
Hecho en Mexico
173 W. Santa Fe Ave.
Placentia, Ca. 92870

Honorable Mayor Ward Smith and Council:

Re: Support of Relaxation and Proposed Old Town Outdoor Dining related to COVID -19

It is without a doubt that we are living in a very difficult and challenging time for all businesses, especially the apocalypse of the restaurants. During this second spike of the virus we have seen a tremendous fall of sales almost to the point of some of us closing our doors. Restaurants have had to deal with closings and re-openings with strict capacity restrictions, stringent cleaning procedures, conflicting guidance from all levels of government, financial challenges and the fear of exposing customers and employees at risk of infection. Overnight we have had to re-create ourselves for outdoor sidewalk dining because it has proven that it reduces the risk. There are many obstacles but we are very thankful that outdoor dining has been permitted for the survival of our businesses.

Many cities in Orange County have cleverly closed down some of their public streets for temporary outdoor dining and this has proven to be a win win scenario for the safety of clients as well as restaurant staff. We are very thankful that Placentia too is considering this unified "Al Fresco", outdoor ventilation concept in order to save our businesses from closure in Old Town. The authenticity and charm of our beloved Old Town already has tradition, reputation and hardworking small business families that would attract the community into a welcoming setting. Some of the oldest businesses in the City of Placentia started here and currently we have one business that is 78 years old as well as new diverse ones that are less than a year old.

Our family business is in full support of saving our businesses, our livelihoods and our legacies by allowing us to be creative and having dining on the public street of the 100 block of Santa Fe Ave during this ruthless pandemic that seems to have no end. Therefore, we would strongly support the proposed outdoor dining experience.

Again, we are ALL living a very difficult and challenging time and we cannot be thankful enough to this City and its leaders for the guidance and support navigating through unprecedented and unpredictable times. Thank you to our City Administrator, Damien Arrula and his team for leading us through very tough times and yet always finding solutions; Chief Darin Lenyi and PD, thank you for keeping us safe; and a very special thank you to all of our City Council:

Mayor Ward Smith

Mayor Pro Tem Jeremy Yamaguchi

Councilwoman Rhonda Hood-Shader

Councilman Craig Green

Councilman Chad Wanke

Thank you for always being available and listening to our concerns, making tough decisions and leading Placentia, a small bedroom community into one of the finest communities in this county.

Respectfully,

Rosalina Davis, President

Placita Santa Fe Merchants Association